

INVER GROVE HEIGHTS CITY COUNCIL AGENDA

Monday, August 14, 2017

8150 BARBARA AVENUE

7:00 P.M.

1. CALL TO ORDER

2. ROLL CALL

3. PRESENTATIONS

4. CONSENT AGENDA – All items on the Consent Agenda are considered routine and have been made available to the City Council at least two days prior to the meeting; the items will be enacted in one motion. There will be no separate discussion of these items unless a Council member or citizen so requests, in which event the item will be removed from this Agenda and considered in normal sequence.

- A. i. Minutes July 10, 2017 City Council Work Session Meeting Minutes
ii. Minutes July 10, 2017 City Council Meeting Minutes
iii. Minutes July 24, 2017 City Council Meeting Minutes
- B. Resolution Approving Disbursements for Period Ending August 9, 2017
- C. Resolution Consenting to the Issuance of Revenue Obligations by the City of St. Paul Park to Refund Revenue Obligations Issued by the City of Inver Grove Heights
- D. Consider Establishing a Joint Meeting with the Parks and Recreation Commission
- E. Consider Approval of Joint Powers Agreement with Dakota County for Community Engagement Related to Park Planning/2040 Comprehensive Plan
- F. Consider Change Order No. 4 for the 2015 Capital Improvement Program, City Project No. 2015-13 – NWA Trunk Utility Improvements, Argenta District (70th Street Lift Station to Blackstone Ridge) and 2015-16 – Trunk Utilities, Argenta Trail to Blackstone Ridge
- G. Consider Change Order No. 1 for the 2017 Capital Improvement Program, City Project No. 2017-02 – NWA Watermain Improvements, 65th Street Loop
- H. Consider Final Compensating Change Order No. 1, Final Pay Voucher No. 1, Engineer's Final Report, and Resolution Accepting Work for City Project No. 2017-09A – Crackseal
- I. Approve Stormwater Facilities Maintenance Agreement for 5842 Carmen Ave., Travel Tags (Lot 1, Block 1, Taylor Addition)
- J. Approve Encroachment Agreement for 6269 Bolland Trail (Lot 23, Block 1, Woodhaven Ponds)
- K. Approve Custom Grading Agreement, Stormwater Facilities Maintenance Agreement and Drainage and Utility Easement for 4864 Boyd Ave (Part of Lots 17-19, Block 2, Jeffers' Subdivision)
- L. Appointment of Board Member to the Eagan-Inver Grove Heights Watershed Management Organization (E-IGHWMO)
- M. Resolution Accepting a Professional Services Proposal from Bolton & Menk, Inc. Preparing GIS Submittal Standards for the City
- N. Resolution Receiving Bids and Awarding Contract for the Replacement of the Water Treatment Plant Filter Room Air Handling Equipment

- O. Consider Resolution Accepting Proposal for PCSWMM Storm Water Model Maintenance Services Agreement from Wenck for the Northwest Area (NWA) Robert Watershed Corridor – City Project No. 2015–19
 - P. Consider Adopting a Resolution to Approve a Project Grant Agreement with MN Public Facilities Authority (PFA) for a Point Source Implementation Grant for City Project No. 2016–01 – Stormwater Treatment for Mississippi River Discharge (78th and Concord Wet Extended Detention Basin)
 - Q. Consider Resolution Accepting Proposal for Additional Engineering Services from SRF Consulting Group, Inc. (SRF) for Preparation of the Feasibility Report for City Project No. 2010–09F – Upper 55th Street (T.H. 3 to Babcock Trail) Street and Utility Improvements
 - R. Consider a Resolution Awarding Contract to ProSource Technologies, LLC for Appraiser’s Benefit Analysis for City Project No. 2010–09F – Upper 55th Street Reconstruction and Utility Improvements (T.H. 3 to Babcock Trail)
 - S. Consider Approval of Temporary Liquor License – Church of St. Patrick’s
 - T. Consider Prohibiting Parking on Babcock Trail for Safety Concerns from Salem Hills Elementary School
 - U. Personnel Actions
5. **PUBLIC COMMENT:** Public comment provides an opportunity for the public to address the Council on items that are not on the Agenda. Comments will be limited to three (3) minutes per person
6. **PUBLIC HEARINGS:**
- A. Public hearing and second reading of the Ordinances Implementing Electric and Gas Franchise Fees and Amending Ordinances Relating to Gas and Electric Franchise Fees
7. **REGULAR AGENDA:**
- I. **COMMUNITY DEVELOPMENT:**
- A. **ALAN & LLONI BEBEL;** Consider a Resolution relating to a Variance from the minimum lot width requirements to subdivide a parcel for property located at 8843 Alverno Avenue
 - B. **MIHM CUSTOM HOMES;** Consider a Resolution approving the Final Plat, Final PUD Development Plan, Development Contract and related agreements for the plat of Windwood 2nd Addition. Property located west of Hwy 3 between future 65th and 69th Streets
 - C. **CITY OF INVER GROVE HEIGHTS;** Consider Approval of the Attached Request for Statement of Qualifications and Proposal for Architectural and Engineering Services for Fire Station Site Design and Construction for Fire Station #2
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 Michelle Tesser at 651.450.2513 or mtesser@invergroveheights.org

**INVER GROVE HEIGHTS CITY COUNCIL WORK SESSION
MONDAY, JULY 10, 2017 - 8150 BARBARA AVENUE**

1. **CALL TO ORDER/ROLL CALL:** The City Council of Inver Grove Heights met in work session on Monday, July 10, 2017, in the City Council Chambers. Mayor Tourville called the meeting to order at 6:00 p.m. Present were Council members Bartholomew, Hark, Perry and Piekarski Krech; City Administrator Lynch, City Clerk Tesser, Community Development Director Tom Link, Finance Director Kristi Smith, Public Works Director Scott Thureen, Parks and Recreation Director, Eric Carlson, Fire Chief Judy Thill and Interim Police Chief Folmar.

A. POLICE CHIEF RECRUITMENT

Lynch introduced the item. Sharon Klump of Springsted/Waters was present and is the hired consultant for the police recruitment process. Klump discussed her experience with recruitment and her work with the police community. Klump reviewed her timeline and discussion questions with the council. She discussed the community stakeholder session to express the importance of police service in the community. She asked that the council help compile organization names and stakeholders of those that should be involved in the community session. Klump stated that she will meet individually with Department heads on what they are looking for in a Police Chief.

Klump discussed the timeline of the Police Chief hiring process. She stated the job recruitment usually takes about one month. She discussed the importance of investigating the candidates. She discussed the video tapping process involving the candidates. She stated it's a reported video online and it shows the ability of the candidate to think on their feet. She stated that the candidates will not know the questions prior to the video tapping. She stated a report is done by her firm on each candidate.

Councilmember Bartholomew asked about reaching out to candidates that are not searching for a position. Klump stated in her experience she looks at past candidate data and mailing list. She asked the council how broad they would like the process to go and she mentioned out of state recruitment.

City Attorney Tim Kuntz asked about the process and whether there will be an employment contract. He discussed the employment offer and selecting a candidate. He discussed the importance of providing the personnel policy.

Klump stated it is normal for there to be an offer and not an employment contract. She discussed relocation options for possible candidates if the Council was in support. Kuntz asked about the steering group and if this group would not be subject to an open meeting law. Klump stated two Councilmembers would be chosen to be included in the steering group. There is no conflict of interest, sometimes Springsted will bring in experts to deal with technical questions. Klump stated the discussions could be open or the steering group would be used to discuss the specifics and give updates to the council. Klump discussed private data law in regards to candidate information.

Mayor Tourville stated he has mixed feelings in regards to a steering group. He stated that the entire council needs to be included in the interview process of the five finalists.

Klump discussed the guarantee of hiring Springsted as a consultant. She stated if a person leaves before two years Springsted covers their personnel expenses for the next recruitment.

Councilmember Hark asked about inclusivity of stakeholders and how we define the stakeholders. Lynch stated we will have the business community, school district community involved but we ask the council to think about people who have contacted you in the past and draw from those people. They have to accept, participate and commit.

Klump discussed the importance of using the web to get feedback from the community on the type of candidate they are looking for.

Councilmember Piekarski Krech discussed the importance of outreach during Night to Unite. She believes sending out materials during that event will be important.

Klump stated a survey would be a good idea. The council and staff discussed ways that the information could be distributed during the City's Night to Unite event with the neighborhoods. Councilmember Bartholomew asked that we add townhome associations to the stakeholder groups.

The council will work on the questionnaire sent by Klump. Lynch asked the council to think about relocation expenses if a candidate has to move to the area.

B. SHORT TERM RENTALS

Community Development Director Link introduced the item. There are three options for the council to consider: prohibit, regulate or not regulate short term rentals. Link reviewed comparable cities and how they handle short term rentals. He stated there is a wide variety of ways on how cities deal with this issue.

Councilmember Piekarski Krech discussed her fear of residential areas becoming rental properties. She stated Inver Grove Heights is not a tourist area. Councilmember Perry stated that with the Vikings stadium coming to Eagan that Inver Grove Heights may be affected. Councilmember Piekarski Krech stated Eagan prohibits short term rentals.

Tourville stated cities that allow short term rentals regulate taxes and are a part of associations. He stated he would like to regulate with an ordinance.

Councilmember Hark stated he wants language limiting 30 days. Councilmember Hark asked about grandfathering in rentals already operating. Lynch stated there is no ordinance in regards to short term rentals so grandfathering doesn't apply to existing rentals. Tourville stated that there is no value in short term rentals. He discussed the strain on our public safety personnel when dealing with short term rentals. Councilmember Bartholomew discussed limiting occupants. Link discussed the issues with trying to regulate occupants. Link discussed the rental licensing process including short term rentals. Link stated the process is lengthy but it needs to be clarified in the ordinance. Link discussed the current language and exceptions of

those considerations. Councilmember Bartholomew asked if we are already protected by the rental ordinance. Link asked that the current rental ordinance be amended to include short term ordinances and limiting guests not just by limiting the square footage.

The council agreed that they wanted the language to be specific to include that you must have a rental license if you are renting for more than 30 days and anything less than 30 days is prohibited. Link stated he will draft the ordinance language and bring it back for council's consideration.

C. SKIM STOP

Interim Police Chief Folmar outlined the program. He stated the program helps stop skimming devices that suspects put inside of a gas station pumps. Suspects target is retail gas stations that have "pay at the pump." He stated the skimming electronic device gathers information and then the suspects come back to remove the device and now have your credit card information. He discussed this crime is prevalent to small gas station locations that are closed at night. He compared the skimming to hotel cards and the magnetic strip with customer credit card information on that hotel card.

He stated the program is a cooperative effort between retailers and the police department. It's a magnetic security scan that will be checked weekly and given a sticker at the pump.

Interim Police Chief Folmar discussed that customers feel safe with the program and the cost of implementing and maintaining the program is low. Folmar discussed that sergeants would be responsible for the program

Council gave direction to begin the program.

D. SOUTHERN SANITARY SEWER SYSTEM CAPACITY ANALYSIS FOR PROPOSED ENERKEM DEVELOPMENT

Public Works Director Thureen introduced the item; he stated the City Council heard a presentation from representatives of SKB, Inc. and Enerkem concerning a proposed municipal solid waste to biofuel facility that would be constructed on a SKB-owned property located on the south side of 117th Street. He stated that the proposed facility would require the extension of trunk sanitary sewer along the south side of 117th. He stated they are proposing to get effluent from the Empire plant in Rosemount for their processed water and then pipe that to the city. Then they want to discharge to our sanitary sewer system. Thureen discussed the southern sanitary sewer system which goes down to Flint Hills. He stated that the use of the system was never constructed to have an intense use that this proposed facility would have. He stated the cursory review of the system with the flow showed the lower end downstream being okay but the higher end range would need a change in the system. He discussed the importance of monitoring the system longer. Thureen stated that Kimely-Horn and Associates, Inc worked on the design of the system and recommended that they monitor and provide the study results. He stated the cost would be \$44,500.

He stated that if the council feels this needs to be completed, he asked for the council would like this to be financed.

The council discussed that Enerkem has not completed an application. The council stated there needs to be perimeters set in regards to the payment.

Thureen stated that the study will take 2-3 months so we need a decision whether to go forward. Staff discussed that they will need to communicate with Enerkem and SKB, Inc in regards to the results of the sanitary sewer system issues and the recommendation to do a longer study on the sanitary system.

2. **ADJOURN:** Motion by Bartholomew, seconded by Hark to adjourn the meeting. Motion was carried unanimously. Meeting adjourned at 6:36pm.

**INVER GROVE HEIGHTS CITY COUNCIL MEETING
MONDAY, JULY 10, 2017- 8150 BARBARA AVENUE**

1. CALL TO ORDER and 2. ROLL CALL

The City Council of Inver Grove Heights met in regular session on Monday, July 10, 2017, in the City Council Chambers. Mayor Tourville called the meeting to order at 7:00 p.m. Present were Council members Bartholomew, Hark, Perry and Piekarski Krech; City Administrator Lynch, City Attorney Kuntz, Community Development Director Link, City Clerk Tesser, Parks and Recreation Director Carlson, Finance Director Smith, Public Works Director Thureen and Fire Chief Thill.

3. PRESENTATIONS: None.

4. CONSENT AGENDA:

- A. Minutes June 5, 2017, City Council Work Session Minutes and Minutes June 19, 2017, City Council Special Meeting Minutes
- B. **Resolution 17-124** Approving Disbursements for Period Ending July 5, 2017
- C. **Resolution 17-127** Making an Election Not to Waive the Statutory Tort Limits for Liability Insurance Purposes
- D. Consider Acceptance of a \$48,000 Donation from Flint Hill Resources
- E. Consider Change Order No. 1 – Bid Package 2 – East Rink Floor Project – City Project 2017-05
- F. Consider Pay Request #4 (Final) for the Inver Wood Golf Course Improvement Project – City Project 2016-07
- G. **Resolution 17-128** Approving First Amendment and Restated Joint Powers Agreement (JPA) with Dakota County for Right-of-Way Acquisition, Construction and Maintenance for City Project No. 2014-11 – Argenta Trail at Trunk Highway 55 (Dakota County Project No. 63-25)
- H. Consider a **Resolution 17-129** Authorizing Evergreen Land Services for City Project N. 2015-03 – 65th Street Construction (between T.H. 3 and Argenta Trail) and City Project No. 2017-03 – NWA Trunk Watermain Improvements – 65th Street Loop (Phase III of 2015-12) Hwy 3 to Blackstone Ridge
- I. Consider **Resolution 17-130** Awarding Contract for City Project No. 2016-01 – Stormwater Treatment for Mississippi River Discharge (78th and Concord West Extended Detention Basin)
- J. Consider Approval of Notice of Public Hearing and **Resolution 17-131** Calling for a Public Hearing for the Proposed Franchise Fees
- K. Approve Personnel Actions

Motion by Bartholomew, second by Hark, to approve items 4A-4K on the Consent Agenda.

Ayes: 5

Nays: 0 Motion carried.

5. PUBLIC COMMENT: None.

6. PUBLIC HEARINGS: None

7. REGULAR AGENDA:

I. COMMUNITY DEVELOPMENT:

- A. **CITY OF INVER GROVE HEIGHTS;** Consider Approval of a Contract with SRF Consultant Group Inc. to Conduct a Railroad Quiet Zone Concept Analysis

Director of Community Development Link, introduced the item stating that staff recommends approving the contract with SRF Consultant Group Inc. to perform a railroad quiet zone study. The work would include collecting data on the different railroad crossings that the city chooses. The work entails: holding

meetings with the different railroads and other regulatory entities, analyzing the different options, preparing conceptual plans and costs, and providing recommendations. This is the first step in a three-step process to comply with federal regulations that would restrict railroads from blowing their whistles. It is a long process that will take a couple of years.

The council selected SRF Consultant Group Inc. at their last work session for a variety of reasons. They have worked in South St. Paul, have a vast amount of experience, and their proposal is focused on Inver Grove Heights. The Council needs to consider what railroad crossings to consider as part of the study. The three options are: 1) Concord area, 2) the whole city, or 3) the whole city except for the crossings on 117th Street which are in an industrial area. The costs vary slightly depending on the area with the least expensive being \$13,500 and up to \$16, 500. Staff recommends approval of the contract and requests direction on the which area to study.

Mayor Tourville commented that the study should not be done in the industrial area and the Concord area should be studied.

Marilyn Weis, 2846 104th Court East, stated the railroad track is on 105th Street which used to be quiet but now has become very insistent with noise. There are now many trains and they blow their whistles for a long length of time especially at night. They wake me up every night more than once.

Mayor Tourville asked if the surrounding homeowners would be notified of the study. T. Link responded they would not. This is a conceptual study right now. It is a technical analysis at this point. There would be a presentation at a regular Council meeting once the report is completed. The second and third phase, would go into considerable more detail.

Councilmember Piekarski Krech asked about the crossing at 105th Street, and if anyone has contacted the railroad about the increased noise, it is not a major crossing.

M. Weiss said a spur was put in by the railroad recently. T. Link responded that the city was not aware of the spur construction until after it was started. Staff found out by a resident phone call to city hall. The whistle at intersections is required by federal law. Without going through this process, trains are required to blow their whistles at the intersections. T. Link showed a map of the railroad crossing being discussed.

Councilmember Piekarski Krech asked if there were many trains going through the area. T. Link said there are infrequent trains going through the area but does not know exactly how many. This first report would gather the number trains going through the crossings.

Brenda Sabistina, 10380 Brent Ave. W., stated she concurs with Ms. Weiss. After the spur was built the trains became more frequent and they also blow their whistles more frequently. Does Flint Hills refinery have anything to do with the trains blowing their whistles? Mayor Tourville said Flint Hills has no control over when the trains blow their whistles.

Motion by, Bartholomew, second by Hark to approve a contract with SRF Consultant Group Inc. to conduct a railroad quiet zone concept analysis and to study scenario B (which is scenario A – Concord Neighborhood and five additional crossings - including Azela Way and 105th for \$15,500) as stated in the contract.

Ayes: 5

Nays: 0 Motion carried.

II. PARKS AND RECREATION

B. CITY OF INVER GROVE HEIGHTS; Review Rich Valley Regional Greenway Master Plan

E. Carlson, Parks and Recreation Director, introduced the Rich Valley Regional Greenway Master Plan stating John Mertens from Dakota County would walk through a presentation regarding the final draft plan. The presentation was very similar to the one shown to the Parks and Recreation Commission in June and they are recommending approval of the resolution in the Council's packet. If Council approves the plan it would be brought back at the next Council meeting.

J. Mertens presented a PowerPoint of the Rich Valley Greenway. He discussed the Dakota County Greenway Vision. The master plan is to establish a county-wide system of interconnected greenways that provide multiple functions for corridor-base recreation, non-motorized transportation infrastructure, ecologically functioning habitat, and improved water quality. He showed a map of the Dakota County Greenways that showed existing greenways, projects that are funded or under construction, and projects that are planned but have no funding or design work yet. Rich Valley Greenway is between the Mississippi River Regional Trail and the Lebanon Hills Greenway. It will be a 20-mile trail loop through Inver Grove Heights. Tomorrow we will receive bids to complete a section of the trail to be completed this fall. The master plan identified the preferred greenway trail alignment, trailheads, guidance for greenway development, grade separated crossings analysis, and cost estimates. The Rich Valley Regional Greenway will travel five miles through Eagan and Inver Grove Heights. There are great natural resource opportunities along the trail. He showed the various alignments of the trail (west, east, and north section). He highlighted some of the crossings which would be challenging (S. Robert Trail/Highway 3 crossing and Hwy 52 RR underpass).

He then discussed the project phasing and prioritization. The number one priority is land control. The preferred method is to build the trail from the west to the east. The County is finishing up its public review process of the master plan. July/August 2017 is the proposed timeline for the adoption of the plan by the County Board, and once approved by the County Board, the plan would be submitted to the Metropolitan Council for their approval process, which will take months.

Mayor Tourville expressed safety concerns for the north trail alignment along Cliff Road. J. Mertens said there should not be any safety issues with the trail.

Councilmember Hark wanted clarification about costs and wanted to know if it was being paid for by Dakota County with no cost sharing for the city. E. Carlson confirmed that was correct. The County will design, manage construction, and fund the projects. The County will then own and maintain the facilities.

Councilmember Piekarski Krech asked if the plan was discussed with Flint Hills. J. Mertens responded that there have been three different meetings and it has gone to their executive committee. He stated that they have been a good partner in the planning.

With no further questions, Mayor Tourville said the item will be on the next City Council agenda.

III ADMINISTRATION:

C. CITY OF INVER GROVE HEIGHTS; First Reading of Amendment to the Franchise Fee Ordinance for Dakota Electric and Northern States Power Company d/b/a Xcel Energy and First Reading of Ordinance

to implement an Electric and Gas Service Franchise Fee for Dakota Electric and Northern States Power Company d/b/a Xcel Energy

J. Lynch, City Administrator introduced the item by giving background information on the item. He stated T. Kuntz, City Attorney, and K. Smith, Finance Director, are present to answer any questions. He stated that the city has been looking for a way to augment revenue for the city's infrastructure for the last two years. Previously, franchise fees and sales taxes have been discussed. Sales tax was dropped because of regulations and timing. The franchise fee is possible because there is language in the ordinance to enact franchise fees with Xcel Energy and Dakota Electric. There would be a fee for all users of gas and electric. What is proposed in the ordinance tonight is a flat fee. The fee schedule is included with the information. Xcel customers would pay \$4.75 for gas and electric and Dakota Electric residential users would pay \$2.00. Commercial and industrial users would pay different amounts according to categories they are classified. The fees will start January 1, 2018, and continue until June 30, 2029. The fees collected would help offset the costs of infrastructure, pavement management, trails and parking lots. Raising taxes would only affect tax payers not non-profits and tax-exempt organizations.

We meet the conditions of both organizations with the proposed ordinances. We have posted notice of this meeting. The second reading is scheduled for August 14, 2017, in conjunction with a public hearing. The third and final reading is scheduled for September 11, 2017. This schedule allows for public feedback.

Councilmember Bartholomew is concerned about the fee for the on-demand users small and large. He asked if commercial users could pay a flat fee of \$13.50 and asked for the revenue ramifications.

J. Lynch said the information would be needed from both providers to figure the number of users and the revenue ramifications. T. Kuntz said if we meet the intent of the statute the fee could be changed. T. Kuntz discussed the process of implement the franchise fees. There are six ordinances three that amend the ordinance and three that implementing the fees. All the numbers were generated by Xcel Energy and Dakota Electric to raise one million dollars. A deviation from the fees would have an effect on the total amount raised. The city does not know how many customers there are in each category and the answer is not known. Xcel Energy after having generated the numbers assured us they were in line with other cities that have a franchise fee.

Mayor Tourville restated that there are three categories that are non-residential and we don't know the number of customers in each category - that information may be proprietary information.

Councilmember Bartholomew said that it should be asked of both companies if we charge all non-residential customers to a \$13.50 flat fee what would the revenues would look like. The lowest fee for commercial is \$13.50.

K. Smith confirmed that \$13.50 was the lowest fee for commercial users and does not know the number of commercial customers. The information for the change would have to be figured by Xcel Energy and Dakota Electric. The financial impact could be brought back to the Council.

Councilmember Bartholomew said he is okay with the first reading if the information requested could be brought back to Council for the second reading.

J. Lynch said in all the fee schedules there are muni pumping non-demand and muni pumping demand and there is no charge for these categories but there are fees for street lighting. The city would be responsible for paying these street lighting fees. The ordinance can be written for the city to pay these charges or not to pay these charges. The argument is do we pay ourselves or do we make it fair and all users pay a fee? Staff needs direction on how to handle this issue – leave it like it is where the city pays the fees also.

K. Smith discussed calculations with muni pumping at zero and Xcel had street lighting at \$6.00 and Dakota Electric had street lighting at \$0.00. T. Kuntz had pointed this issue out and \$6.00 should be put in for both companies.

Councilmember Piekarski Krech suggested leaving it as is. Mayor Tourville asked that the new numbers run street lighting as \$0.00.

T. Kuntz said another item to look at was on the gas franchise fee- there were two categories 1) firm transportation and 2) interruptible transportation which in the draft ordinance was left blank. There may be none of these categories in the city. If it is confirmed there are none of these categories they will be eliminated for the second reading of the ordinance. There were no numbers in the proforma.

Mayor Tourville asked where the city falls in for the different categories listed.

K. Smith said she could get that information from the bills. The city will fall under several categories. T. Kuntz said the categories are determined by premise. Section 6 of his memo addresses that this is an account-based fee on each premise and not a meter based fee. It also addresses if there are two meters on a premise which is uniform language from other cities franchise documents.

Mayor Tourville recapped the discussion stating figures would be run for a flat commercial fee; take the city out of paying street lights, and verifying there are no customers under the categories of firm transportation or interruptible transportation.

T. Kuntz said it should be discussed with Xcel Energy that Dakota Electric fees are like Xcel Energy's figures for categories. They appear to be but that should be verified.

Motion by Bartholomew, second by Hark for the first reading of all six ordinances with the four points to be addressed.

Mayor Tourville said it should also be made clear that the fees were to be used for pavement management.

Ayes: 5

Nays: 0 Motion carried.

8. MAYOR & COUNCIL COMMENTS: None

9. EXECUTIVE SESSION:

T. Kuntz addressed the executive session for the two real estate discussions - he explained that appraisals, offers and counteroffers will be considered.

Pursuant to § 13D.05 subd 3 (c) (2) (3):

A. Carlson Property Purchase

B. Acquisition of McPhillips Properties at 6940 Dixie Avenue

T. Kuntz said that the council should discuss item 9C first so the City Council could come out and vote on the item in a public forum. There could also be a public discussion on the matter.

Pursuant to Client and Attorney Privilege § 13D.05 subd 3(b):

C. Discussion of Mediation Proposed Settlement in Lawsuit of Nicole Cook vs. The City of Inver Grove Heights

The session will include Councilmembers, City Administrator, City Attorney Kuntz and LMC Attorney, Julie Fleming-Wolf.

Motion by Piekarski Krech, second by Perry to adjourn to Executive Session Pursuant to Client and Attorney Privilege § 13D.05 subd 3(b): for Discussion of Mediation of the Proposed Settlement in the Lawsuit of Nicole Cook vs. The City of Inver Grove Heights

Ayes: 5

Nays: 0 Motion carried.

The meeting was called back to order by Mayor Tourville at 8:56 pm regarding the discussion of Mediation Proposed Settlement in the Lawsuit of Nicole Cook vs. The City of Inver Grove Heights.

T. Kuntz said this lawsuit was mediated by the city attorney, Julie Fleming-Wolf, and a proposed settlement has been reached in the lawsuit of Nicole Cook vs. the City of Inver Grove Heights. Ms. Fleming-Wolf has prepared a settlement and brought it forward and is recommending approval. Once the document has been signed by everyone the document will become public.

Motion by Hark, second by Perry to approve the proposed settlement in the Lawsuit of Nicole Cook vs. The City of Inver Grove Heights, and work the city attorney, staff and the League of Minnesota Cities.

Ayes: 5

Nays: 0 Motion carried.

Motion by Piekarski Krech, second by Perry to adjourn to Executive Session Pursuant to § 13D.05 subd 3 (c) (2) (3) for:

A. Carlson Property Purchase (located at the interchange of Hwy 52, Hwy 55 and Concord)

B. Acquisition of McPhillips Properties at 6940 Dixie Avenue

Ayes: 5

Nays: 0 Motion carried

10. ADJOURN: Motion by Bartholomew, second by Hark to adjourn. The meeting was adjourned by an unanimous vote at 9:38pm.

**INVER GROVE HEIGHTS CITY COUNCIL MEETING
MONDAY, JULY 24, 2017- 8150 BARBARA AVENUE**

1. CALL TO ORDER and 2. ROLL CALL

The City Council of Inver Grove Heights met in regular session on Monday, July 24, 2017, in the City Council Chambers. Mayor Tourville called the meeting to order at 7:00 p.m. Present were Council members Bartholomew, Hark, Perry and Piekarski Krech; City Administrator Lynch, City Attorney Kuntz, Community Development Director Link, City Clerk Tesser, Parks and Recreation Director Carlson, Finance Director Smith, Public Works Director Thureen and Fire Chief Thill.

3. PRESENTATIONS: None.

4. CONSENT AGENDA:

- A. Approve Minutes June 12, 2017, City Council Meeting Minutes and June 26, 2017, City Council Meeting Minutes
- B. Approve **Resolution 17-132** for Disbursements for Period Ending July 19, 2017
- C. Approve Liquor License Extension for Drkula's
- D. Approve **Resolution 17-133** Support for Dakota County's Rich Valley Regional Greenway
- E. Approve Pay Request No. 1 – Bid Package 1 – East Rink Floor Project – City Project 2017-05
- F. Approve Agreement with the State of Minnesota Department of Military Affairs
- G. Approve IPO 32 with Kimley Horn and Associations for the VMCC/Grove/National Guard and Inver Wood Parking Lot Project
- H. Approve Pay Request No. 2 – Bid Package 2 – East Rink Floor Project – City Project 2017-05
- I. Approve 2017 Donation and Grants for Various Parks and Recreation Programs
- J. Approve Replacement of Fitness Equipment for Veterans Memorial Community Center
- K. Approve Pay Voucher No. 1 for City Project No. 2016-09E – Bancroft Way Area Reconstruction
- L. Approve Pay Voucher No. 2 for the 2017 Capital Improvement Program – City Project No. 2017-02 – NWA Watermain Improvements, 65th Street Loop
- M. Approve **Resolution 17-134** Receiving Bids, Awarding Contract, and Approving Change Order No. 1 for City Project No. 2017-06 – 2017 Pedestrian Ramp ADA Compliance
- N. Approve Personnel Actions

Motion by Bartholomew, second by Hark, to approve items 4A-4F and 4H-4N on the Consent Agenda.

Ayes: 5

Nays: 0

Motion carried.

Councilmember Piekarski Krech pulled item 4G Consider Approval of IPO 32 with Kimley Horn and Associations for the VMCC/Grove/National Guard and Inver Wood Parking Lot Project - she stated that the parking lots need to be done but it is a lot of money to redo the parking lots. E. Carlson, Director of Parks and Recreation stated the proposal is to prepare plans and specifications for the parking lot in front of the Veterans Memorial Community Center (VMCC) along 80th Street, all the bituminous in the rear of the building, the parking lot at Inverwood Golf Course, and in front of the National Guard. The National Guard would be paying for a portion of the parking lot repairs. It also will look at repairing the parking lot west of the public safety building as proposed in the City Campus Master Plan.

Councilmember Piekarski Krech asked about the work for the public safety building parking lot and if it would eliminate streets. Mr. Lynch replied it would eliminate the eastern Public Works entrance/exit and eliminate the most needed repair on Barbara Avenue. This is to create a city campus as per the City Campus Master Plan which was adopted by the City Council to create and expand parking. It would create an entrance/exit off Barnes Avenue and try to make an entrance/exit off 80th Street for the VMCC for better traffic circulation. We are asking for council approval to explore the cost of the improvements to start the city campus activity.

Mayor Tourville asked if the bid proposal was based on an hourly rate? Mr. Carlson said that it is. He also explained staff is working on preparing plans now so it could be added on project for the Broderick project when that project goes out for bids.

Councilmember Piekarski Krech said she believes the city is not ready fiscally for the project planning of this project and \$46,000 should not be spent on the planning of the project. Just the parking lots could be redone as part of the Broderick project next year. Mr. Carlson said the cost would be \$36,100.00 for the construction design of the parking lots only. The parking lot repairs will be more than \$100,000 and plans and specifications will need to be prepared. The bidding process will also be used.

Mayor Tourville said the preparation of construction documents is \$26,000 and the preliminary engineering study is \$7,500.

Councilmember Bartholomew said he believes the campus study is a little premature and the plan should be done closer to the actual date of construction.

Mayor Tourville asked if the proposal could be sent back and not included the preliminary engineering study for \$7,500. Mr. Carlson responded that it could be taken out and the cost of the study would be \$36,100 for the work of the existing parking lots at the community center, the golf course, National Guard and the VMCC. This work does not include the parking lot at the Grove. Mayor Tourville asked if they would look at the storm water and the existing Braun Engineering work. Mr. Carlson said that is part of the parking lot project.

Councilmember Bartholomew asked if the work at the golf course would be paid for by the golf course. Mr. Carlson responded it is being proposed to be paid out of the Pavement Management Fund.

Mr. Lynch responded that all parking lots and trails would be paid for out of the Pavement Management Plan.

Motion by Mayor Tourville, second by Councilmember Hark, to approve the two parking lots, take out the engineering study for the future connections, and for the city hall part, and go ahead with the parking lots and have them set up to bid them separately.

Councilmember Hark asked for clarification for the cost of the project. Mayor Tourville responded that it would be the \$43,600 minus the \$7,500.

Ayes: 3

Nays: 2 (Piekarski Krech and Bartholomew) Motion carried.

5. PUBLIC COMMENT: None.

6. PUBLIC HEARINGS:

A. Public Hearing to Consider Resolution 17-135 Ordering City Project No. 2016-08 – Trunk Highway 3/70th Street Intersection Improvements (Roundabout) (S.A.P. 178-020-027) to Include Amendment No. 1

Mr. Thureen, introduced the item and stated that the project was ordered earlier this year. He showed a drawing of the roundabout. The original approval included the roundabout at Highway 3 and 70th Street and crossings for trunk utilities in the city's system. After the public hearing on May 8, 2017, the need to extend additional trunk sanitary sewer has been identified. The sewer could be built with the project along the north side of 70th Street from the current sewer under 70th Street to the planned sewer crossing under T.H. 3, north of the roundabout. This would add an additional \$177,459 to the project that would be funded from the NWA Sanitary Sewer fund.

Councilmember Piekarski Krech asked if it was a single lane roundabout. John Sass, Dakota County the Project Manager, responded it is set up to be a double (east to west) in the future. It will be striped and curb work will be done. Additional work will need to be done when it becomes two lanes.

Mayor Tourville asked if discussions were held with the new owners of the property. Mr. Thureen said he is having discussions with the owners. Mayor Tourville suggested finding out who owns the land. Mr. Sass stated the county has done some title work for the project and has been in contact with the current property owners. Appraisal work is now being done.

Steve Dahl, Kath Fuel 7020 S. Robert Trail, owns one of the parcels in the project area and asked about the easements – are existing easements or new easements being used. Mr. Sass responded that the sidewalk and watermain are in existing easements. The sanitary sewer is already there and the new connection is being connected to the existing sanitary sewer.

Motion by Councilmember Piekarski Krech, second by Perry to close the public hearing for City Project No. 2016-08 – Trunk Highway 3/70th Street Intersection Improvements (Roundabout) (S.A.P. 178-020-027) to Include Amendment No. 1.

Ayes: 5

Nays: 0 Motion carried.

Motion by Bartholomew, second by Hark, to Approve Resolution 17-135 Ordering City Project No. 2016-08 – Trunk Highway 3/70th Street Intersection Improvements (Roundabout) (S.A.P. 178-020-027) to Include Amendment No. 1

Ayes: 5

Nays: 0 Motion carried.

B. Public Hearing to Consider a resolution for Municipal Consent for the Final Layout for T.H. 3 Reconstruction from T.H. 149 to Anne Marie Trail (SP 1921-94) – City Project No. 2018-01

Mr. Thureen stated the public hearing is to consider a resolution for municipal consent for the final layout for T.H. 3 mill and overlay from T. H. 149 to Anne Marie Trail. The reason for the municipal consent is right-of-way is being acquired by MnDOT for the project. He introduced Molly Kline, MnDOT South Metro Engineer and Mike Kruse, MnDOT Project Engineer. He stated there were handouts for Council regarding emails from residents on Arkansas Path and the responses from MnDOT. There was an informational meeting held on July 11th.

Ms. Kline gave an update on the project from a PowerPoint presentation. The location of the project is on Highway 3 from Highway 149 to Ann Marie Trail and on Highway 149 from Highway 3 to Rich Valley Blvd/CR 71. The estimated cost is \$5.2 million and construction will be done the summer of 2018 (May to September).

There will be safety enhancements by softening the side slope grades (eliminating guardrails), removing trees, reconstruction and adding turn lanes off of Highway 3/Rich Valley intersection, adding a southbound bypass on 93rd, and resurfacing of Highway 149. A drawing of the Highway 3/Rich Valley Blvd intersection was shown. The southern legs will be consolidated into a single leg, reconfiguring the north and south legs of Rich Valley Blvd, added right and left turn lanes, and removing trees for better sight distance. There will be three closure stages of Highway 3 during construction. Highway 149 would be done under traffic. Meetings have been held with public services concerning the project. There will be a meeting regarding the park. Detours and access to the roads during construction were also presented.

There are several parcels MnDOT needs to purchase for right-of-way for 1) permanent drainage easements 2) underlying fee (where the current roadway exists to bring into MNDOT conformance standards) and 3) new right-of-way – for slope grading, and tree removal.

For municipal consent, the Council can –approve municipal consent as requested, approve municipal consent with conditions, table the action (after 90 days becomes approved) or deny municipal consent. If conditions are placed on the municipal consent and the conditions are met approval is granted. If municipal consent is denied MnDOT would not appeal and reduce the scope of the project. The right-of-way/easements were discussed and shown on maps.

Mayor Tourville said the city is not financially liable for the project. MnDOT is paying for the project.

Councilmember Piekarski Krech said she has received several comments about the taking of property in the Rich Valley area where there is going to be an impingement on their privacy with the added turn lanes regarding headlight glare in their yards and houses. Ms. Kline responded homeowners can negotiate with the right-of-way agents through compensation if there is a detriment to their property. Councilmember Piekarski Krech is hesitant to approve the request if she is not sure the residents are going to be protected.

Mr. Kruse stated that the right-of-way process is laid out in MN statutes which protects the rights of the property owner. They can hire their own attorney or appraiser and that would be paid for by MnDOT. They can appeal the process to the court. The process of obtaining right-of-way cannot begin until municipal consent is approved.

Councilmember Bartholomew asked if municipal consent was approved but MnDOT was unable to negotiate with the homeowners on what would happen. Mr. Kruse responded that MnDOT would file for a condemnation for the easement/right-of-way.

Motion by Piekarski Krech, second by Perry to receive all the documents and emails that were handed out to the council tonight.

Ayes: 5

Nays: 0 Motion carried.

Joe Hamlin, 9430 Rich Valley Blvd, stated headlights will shine into his house with the new realignment of Rich Valley Blvd. and right now does not get any of the headlight glare. Trees are screening it right now. He would like to see screening for noise and headlights in the plans before municipal consent is granted so he would not have to go through a legal process and not know how it is going to look or work. He is concerned for some of his trees being taken out for sight distance on Highway 3 and some of his trees with the slope cut /ditch cut may damage the roots of the trees. He is concerned he will have 300 feet of easement/right-of-way for his driveway. He will have right-of-way/easements from Highway 3 and Rich Valley Blvd. He would like his driveway entrance at a different location such as at the field entrance.

Mayor Tourville said his driveway access location would need more study before a decision could be made. Councilmember Piekarski Krech said he did have a reasonable request.

Councilmember Hark asked for the elevation of his house compared to the proposed intersection. Mr. Hamlin said it is a little higher – fairly flat. The house to the north sits much higher.

Councilmember Hark asked about the timing of municipal consent. Mr. Kruse said it is 90 days.

Mikki Aymond, 9401 Rich Valley Blvd, stated her husband wanted to be at the meeting but was out of town. She read a letter he wrote addressing his concerns. He has a strong opposition to the design. All

traffic from Rich Valley Blvd. and Highway 3 will pass through a busy intersection. He also described the new proposed traffic patterns in his letter.

Motion by Piekarski Krech, second by Perry to receive the letter regarding Municipal Consent for the Final Layout for T.H. 3 Reconstruction from T.H. 149 to Ann Marie Trail (SP 1921-94) – City Project No. 2018-01 read to council tonight.

Ayes: 5

Nays: 0 Motion carried.

Mayor Tourville said the letter would be added to the file. He reminded residents that Highway 3 and Rich Valley Blvd were not city streets but in Inver Grove Heights.

Larry Huff, 9955 Arkansas Path, said he wanted to thank Ms. Kline and Mr. Thureen as they have addressed his problems to his satisfaction and has no opposition to the project.

Mike Kawalek, 9630 South Robert Court, stated he had a question about southbound traffic on Highway 149 taking a left onto Highway 3. It is a dangerous situation and will this project improve the situation? Mr. Thureen pointed out the area on a map.

Dave Schaffer, 9500 South Robert Trail, stated he is in favor of the project for the most part and it will result in a safer intersection. He will be losing a great amount of tree cover. He is concerned for visual, sight and sound impact to his house. He asked if there is a hearing petition, who hears the hearing? Mr. Kruse responded, he is not an expert in this area but believes - that once an offer is made, there is a 30-day period for negotiations, if an agreement can't be reached, MnDOT will file a petition with the court for a hearing date and a hearing date will be set.

Mayor Tourville wanted confirmation that once negotiations start that the process will be explained and information will be provided to the homeowners with whom MnDOT is negotiating with. Mr. Kruse said that is correct. Homeowners can also ask these questions to the appraisers and negotiator/purchasing agents who can explain the court process if an offer is refused.

Chuck Conroy, 9285 South Robert Trail, asked about the two posts at the end of his driveway if they were going to be moved and that rumble strips were an issue because of the noise. Mayor Tourville responded the rumble strips (for safety) will probably be part of the project and does not know about his two posts. Councilmember Piekarski Krech asked if they were taking some of his property. Mr. Conroy said he was at the informational meeting and said the two posts would be removed. He just put in new blacktop. Mayor Tourville suggested talking to MnDOT regarding his posts.

Councilmember Bartholomew suggested going with the 90 days because of the concerns of the residents in the project area. The property owner with the 300-foot driveway should have the opportunity to explore another opening.

Councilmember Piekarski Krech said after the 90 days it is automatically approved. Mayor Tourville said that MnDOT will have to come back within that 90 days. Councilmember Piekarski Krech said that without the municipal consent they cannot negotiate with the property owners. Councilmember Bartholomew said MnDOT can add clarity to the plans. Mayor Tourville said that MnDOT can come back and ask for municipal consent after addressing some of the homeowner's issues regarding buffers and the one homeowner's driveway issue, then council can approve or deny the municipal consent.

Ms. Kline said the driveway relocation would definitely be looked at and dealt with through the negotiation process. Councilmember Piekarski Krech asked if berms or vegetation replacement would be in the plans. Ms. Kline stated that MnDOT can only work within their rights-of-way/easement areas. MnDOT can negotiate compensation for a homeowner putting in their own vegetation in the future.

Mr. Thureen suggested tabling the item for a council meeting no more than 60 days out (September 25th).

Motion by Piekarski Krech, second by Hark to continue and keep the public hearing open until September 25th for Municipal Consent for the Final Layout for T.H. 3 Reconstruction from T.H. 149 to Anne Marie Trail (SP 1921-94) – City Project No. 2018-01

Ayes: 5

Nays: 0 Motion carried.

Mr. Kuntz, City Attorney, suggested reminding viewers and residents that there will not be any additional notice regarding the continued public hearing scheduled for the regular City Council meeting September 25th at 7:00 pm to be held at city hall.

7. REGULAR AGENDA:

I. COMMUNITY DEVELOPMENT:

A. Cee & Kyle Nystrom; Consider Resolution 17-136 relating to a Variance to allow a Body Art Establishment to be Located Less than 1,000 feet from an Establishment that Sells and/or Serves Alcoholic Beverages for Property Located at 9088 Buchanan Trail

Community Development Director Link, introduced the item stating that the property is located at Arbor Point and showed a map of the property location. A variance is being requested for a minimum separation distance between a body art establishment and an establishment that sells or serves alcohol beverages. The ordinance requires a 1,000-foot separation. There is Arbor Point liquor store and a Ruby Tuesday's that serves alcoholic beverages. The Nystrom's have a lash extension/beauty salon in the strip mall. One of the services they want to provide is semi-permanent make up. Per the Minnesota Department of Health, this type of establishment is classified as a tattoo/body art establishment, thus according to zoning code requiring the 1,000-foot separation. There is also the requirement of a city license, which allows two licenses in the city, of which this would be the first license. Staff is supportive of the application. The Planning Commission also recommended approval of the request (6-0) with some conditions and one stating this is semi-permanent make up and is different than permanent tattoos.

Councilmember Bartholomew asked if they wanted to provide tattoo services they would need to come back to Council for approval. Mr. Link stated that is correct.

Kyle Nystrom, the applicant, stated he and his wife opened the lash saloon on 9808 Buchanan Trail and would like to add additional services of semi-permanent make up at their client's suggestions.

Motion by Piekarski Krech, second by Perry to Approve Resolution 17-136 relating to a Variance to allow a Body Art Establishment to be Located Less than 1,000 feet from an Establishment that Sells and/or Serves Alcoholic Beverages for Property Located at 9088 Buchanan Trail

Ayes: 5

Nays: 0 Motion carried.

Councilmember Hark wanted to verify that only two tattoo establishments are allowed in the city. Mr. Link stated that was correct.

B. Polacek Family, LLP; Consider Resolution 17-137 relating to a Conditional Use Permit to Allow Mini-Storage Facility with Outdoor Vehicle Storage for Property Located at 7649-7655 Concord Boulevard

Mr. Link stated the applicant is requesting a Conditional Use Permit to operate a mini-storage and outdoor storage facility at 7649-7655 Concord Boulevard and showed the location on a map. The property is zoned B-3, General Business. The existing building would be for an office and indoor storage and the parking lot would be used for outdoor storage of automobiles, boats, RVs and trailers. They are also proposing to store semi tractors/trailers. This is similar to the use of the property for a number of years. Staff finds that the plan is consistent with the comprehensive plan and meets the ordinance requirements for a conditional use permit. The building (with aesthetic improvements), parking lot, landscaping, and lighting will remain the same. Staff recommends approval of the request. The Planning Commission also recommends approval of the request unanimously (6-0).

Jeff Polacek, Polacek Family LLP, stated he is not looking to make many changes to the property. It is close to the use of how the property has been used for decades. Councilmember Piekarski Krech asked if he was aware of the problems of the semi-trailers being hooked up early in the morning and the beepers. M. Polacek said none of his trucks have beepers. Councilmember Piekarski Krech asked if the majority of his storage would be semi-trailers. Mr. Polacek responded the majority will be other things.

Mayor Tourville asked about the containment and screening on the north side of the property. Mr. Polacek said there is a lot of foliage to the north and on the western portion of the property. Mayor Tourville clarified he was asking that it was the part of the property facing Concord. Mr. Polacek responded that some trees could be planted there.

Motion by Piekarski Krech, second by Bartholomew to approve Resolution 17-137 (as amended) Relating to a Conditional Use Permit to Allow a Mini-Storage Facility with Outdoor Vehicle Storage for Property Located at 7649-7655 Concord Boulevard

Mr. Link pointed out a word that was missing from Number 2 in the resolution “No employee, customer, or storage shall be allowed on the street or in the right-of-way. Customer parking must be signed and shall not contain storage” and point two should read “No employee or customer **parking**, or storage shall be allowed on the street or in the right-of-way. Customer parking must be signed and shall not contain storage.”

Ayes: 5

Nays: 0

Motion carried.

C. Ben & Katy Mitchell; Consider Resolution 17-138 relating to a Variance to Allow a Deck to Encroach into the Front Yard Setback for Property Located at 8225 Cleary Court.

Mr. Link stated the applicant is requesting an eight-foot deck to be constructed onto the front of the home that would wrap around the side and back of the house. He showed on a map the location of the property. The home is in a planned unit development so the lot is smaller, has challenging topography and was approved with reduced front yard setbacks (20-foot setback from the curb). The deck is proposed to be within 13 feet of the curb. The lot is unique because it is located off a half cul-de-sac. Staff is recommending limiting the variance to a six-foot wide deck maintaining a 15-foot separation. The Planning Commission approved an eight-foot deck with a 13-foot separation.

Ben and Katy Michell, 8225 Cleary Court, and the contractor Luke Themen, 7790 Boyd Avenue, were present. Mr. Themen showed an aerial map of the property. He theorized that if the bump out for the cul-de-sac did not exist the variance would not be needed. The main reason for the eight-foot deck is the storm door would swing into the grill. The deck will also go along the side and back of the house and flow nicely.

Mayor Tourville asked if the variance was needed for the corners of the deck on the side of the house. Mr. Themen responded that was correct.

Motion by Piekarski Krech, second by Perry to Approve Resolution No. 17-138 Approving a Variance to Allow an Eight Foot Deck to Encroach into the Front Yard Setback for Property Located at 8225 Cleary Court

Ayes: 5

Nays: 0 Motion carried.

D. City of Inver Grove Heights; Consider Resolution 17-139 relating to a Vacation of a 40- foot wide Drainage Easement on a Lot Located Between 3501 and 3539 68th Street.

Mr. Link described the location of the property relating to the vacation and showed the lots on a map. The property is owned by the city and was sold through a bidding process. Part of the purchase agreement with the buyer is that the city will vacate the existing 40-foot wide utility easement and Engineering has determined that it is no longer needed as storm water improvements have been made in the area.

Both Staff and the Planning Commission recommend approval of the vacation of the easement.

Mayor Tourville asked if all properties were notified. Mr. Link responded that they had been notified.

Mr. Lynch said that this would complete the transaction for the sale of the property to the high bidder.

Motion by Hark, second by Perry to Approve Resolution No. 17-139 to Vacate a 40-foot wide Drainage Easement on a Lot Located Between 3501 and 3539 68th Street.

Mr. Lynch asked if the money from the sale of the property would go into the general fund and the council agreed.

Ayes: 5

Nays: 0 Motion carried.

8. MAYOR & COUNCIL COMMENTS: Mayor Tourville asked if the Night to Unite schedule was being worked on. Mr. Lynch responded that it should be ready by Friday.

Mr. Lynch said that a predatory offender had moved into the community and has been arrested and no longer lives in the community. If this person wanted to move back to Inver Grove Heights they would have to register and there would be predatory offender meeting. Staff is working on a potential change to the ordinance which expires in September and will be brought back to Council as soon as possible to determine to make it a permanent ordinance or to make any changes to the ordinance.

Council likes to have budget presentations by department members but there are some scheduling conflicts. The August 14th meeting of the EDA is scheduled at 5:00, and August 28th is the Best

Foundation with Councilmembers involved in the event. There is August 21 available for presentations or it could wait until after the 28th meeting, or at the work session on Tuesday, September 5th. We would like to consider the preliminary levy on September 11th which does not leave a lot of time to schedule an additional meeting.

Mayor Tourville asked if August 21st at 6:00 pm would work for Council? He also mentioned he had the EDA meeting down for starting at 5:30pm. Mr. Link stated that the EDA will meet at 5:00pm and the topics will be the comprehensive plan, economic development strategy, and a Progress Plus update which will take some time.

Motion by Piekarski Krech, second by Perry to call a meeting for Monday, August 21 at 6:00 PM for budget presentations.

Ayes: 5

Nays: 0 Motion carried.

Mayor Tourville stated that a survey will be available at Night to Unite for the police chief recruitment. Councilmember Piekarski Krech said she thought the survey would be on-line. Mr. Lynch said both would be done. There would also be hard copies at the police department.

9. EXECUTIVE SESSION:

Pursuant to § 13D.05 subd 3 (c) (2) (3):

T. Kuntz stated the executive session would follow the regular meeting for two real estate discussions. He explained that appraisals, offers and counteroffers will be considered for the following:

- A.** Discuss NW Area Park Property Acquisition Strategy
- B.** Discuss Doffing Avenue Property Acquisition Strategy

Motion by Piekarski Krech, second by Perry to adjourn to Executive Session Pursuant to § 13D.05 subd 3 (c) (2) (3) for:

- A.** Discussion of NW Area Park Property Acquisition Strategy
- B.** Discussion of Doffing Avenue Property Acquisition Strategy

Ayes: 5

Nays: 0 Motion carried

10. ADJOURN: Motion by Piekarski Krech, second by Perry to adjourn. The meeting was adjourned by an unanimous vote at 9:54pm.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: August 14, 2017
 Item Type: Consent
 Contact: Kristi Smith 651-450-2521
 Prepared by: Bill Schroepfer, Accountant
 Reviewed by: N/A

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Approve the attached resolution approving disbursements for the period of July 20, 2017 to August 9, 2017.

SUMMARY

Shown below is a listing of the disbursements for the various funds for the period ending August 9, 2017. The detail of these disbursements is attached to this memo.

General & Special Revenue	\$814,422.68
Debt Service & Capital Projects	1,396,500.82
Enterprise & Internal Service	219,310.83
Escrows	22,454.89
Grand Total for All Funds	<u><u>\$2,452,689.22</u></u>

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 July 20, 2017 to August 9, 2017 and the listing of disbursements requested for approval.

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

**RESOLUTION APPROVING DISBURSEMENTS FOR THE
PERIOD ENDING August 9, 2017**

WHEREAS, a list of disbursements for the period ending August 9, 2017 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	\$814,422.68
Debt Service & Capital Projects	1,396,500.82
Enterprise & Internal Service	219,310.83
Escrows	22,454.89
 Grand Total for All Funds	 <u><u>\$2,452,689.22</u></u>

Adopted by the City Council of Inver Grove Heights this 14th day of August, 2017.

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk



City of Inver Grove Heights

Expense Approval Report

By Fund

Payment Dates 07/20/2017 - 08/09/2017

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ACROSS THE STREET PRODUCTIONS	12-5154	07/26/2017	7/5/17	101.42.4200.423.50070	1,800.00
AFSCME COUNCIL 5	INV0065378	07/21/2017	UNION DUES (AFSCME FAIR SHARE	101.203.2031000	35.26
AFSCME COUNCIL 5	INV0065379	07/21/2017	UNION DUES (AFSCME FULL SHARE	101.203.2031000	884.30
AFSCME COUNCIL 5	INV0065380	07/21/2017	UNION DUES (AFSCME FULL SHARE	101.203.2031000	89.65
AFSCME COUNCIL 5	INV0065863	08/04/2017	UNION DUES (AFSCME FAIR SHARE	101.203.2031000	35.26
AFSCME COUNCIL 5	INV0065864	08/04/2017	UNION DUES (AFSCME FULL SHARE	101.203.2031000	884.30
AFSCME COUNCIL 5	INV0065865	08/04/2017	UNION DUES (AFSCME FULL SHARE	101.203.2031000	89.65
ALEX AIR APPARATUS, INC.	33501	08/02/2017	7/21/17	101.42.4200.423.40042	90.50
AMERICAN PLANNING ASSOCIATION	125674-1772	08/09/2017	125674	101.45.3200.419.50030	384.00
ASPEN MILLS	200341	07/26/2017	500771	101.42.4200.423.60045	291.90
AT & T MOBILITY	287237771092X06122017	08/09/2017	287237771092	101.41.1000.413.50020	32.32
AT & T MOBILITY	287237771092X06122017	08/09/2017	287237771092	101.43.5100.442.50020	32.32
BARNA, GUZY, & STEFFEN LTD	174318	07/26/2017	6/30/17	101.41.1100.413.30430	715.00
BAUER, NANCY	17-07	07/26/2017	7/10/17 MEETING MINUTES	101.41.1100.413.30700	137.50
BITUMINOUS ROADWAYS, INC.	26616	07/26/2017	35265	101.43.5200.443.60016	66,503.23
CENTRAIRE HEATING & A/C	190124	08/02/2017	35367	101.42.4200.423.40040	745.00
CENTURY LINK	7/19/17 651 455 9072 782	08/09/2017	651 455 9072 782	101.42.4200.423.50020	40.55
CITY OF MINNEAPOLIS RECEIVABLES	400451001350	08/02/2017	612005356	101.42.4000.421.30700	4,777.20
COMCAST	7/5/17 8772 10 591 035952	07/26/2017	8772 10 591 0359526	101.42.4200.423.30700	10.54
DAKOTA CTY FINANCIAL SVCS	00026144	08/09/2017	P0001753	101.42.4000.421.70501	1,469.79
DAKOTA CTY FINANCIAL SVCS	00026144	08/09/2017	P0001753	101.42.4200.423.30700	1,656.43
DAKOTA CTY FINANCIAL SVCS	00026144	08/09/2017	P0001753	101.43.5200.443.30700	46.66
DAKOTA ELECTRIC ASSN	246837-9 7/17	07/21/2017	Electric	101.44.6000.451.40020	4,756.07
DAKOTA ELECTRIC ASSN	250165-8 7/17	07/21/2017	Electric	101.44.6000.451.40020	839.67
DAKOTA ELECTRIC ASSN	393563-2 7/17	07/21/2017	Electric	101.44.6000.451.40020	641.83
DAKOTA ELECTRIC ASSN	426713-4 7/17	07/21/2017	Electric	101.43.5400.445.40020	49.39
DAKOTA ELECTRIC ASSN	443054-2 7/17	07/21/2017	Electric	101.44.6000.451.40020	14.00
DAKOTA ELECTRIC ASSN	109394-7 7/17	07/21/2017	Electric	101.43.5400.445.40020	1,202.69
DANNER LANDSCAPING	14008	08/09/2017	7/26/17	101.43.5200.443.60016	20.00
ECM PUBLISHERS, INC	513936	08/09/2017	690538	101.41.1100.413.50025	1,099.00
EFTPS	INV0065399	07/21/2017	FEDERAL WITHHOLDING	101.203.2030200	55,805.03
EFTPS	INV0065401	07/21/2017	MEDICARE WITHHOLDING	101.203.2030500	14,716.08
EFTPS	INV0065402	07/21/2017	SOCIAL SECURITY WITHHOLDING	101.203.2030400	46,802.94
EFTPS	INV0065403	07/24/2017	MEDICARE WITHHOLDING	101.203.2030500	6.78
EFTPS	INV0065404	07/24/2017	SOCIAL SECURITY WITHHOLDING	101.203.2030400	29.02
EFTPS	INV0065887	08/04/2017	FEDERAL WITHHOLDING	101.203.2030200	56,336.76
EFTPS	INV0065889	08/04/2017	MEDICARE WITHHOLDING	101.203.2030500	14,311.16
EFTPS	INV0065890	08/04/2017	SOCIAL SECURITY WITHHOLDING	101.203.2030400	44,020.28
EMC	51360	08/02/2017	INVERG	101.42.4200.423.30700	1,150.00
FERRELLGAS	1097124411	08/02/2017	7754787	101.43.5200.443.60016	15.87
FIRSTSCRIBE	2473827	07/26/2017	7/1/17	101.43.5100.442.40044	250.00
FURLONG FARMS	485264	08/09/2017	7/20/17	101.44.6000.451.60030	1,900.00
GALLS INC	007836482	08/02/2017	1001727847	101.42.4000.421.60045	53.99
GALLS INC	007871926	08/02/2017	1001727847	101.42.4000.421.60045	14.99
GALLS INC	007879967	08/02/2017	1001727847	101.42.4000.421.60045	139.99
GENESIS EMPLOYEE BENEFITS ACH ONI	INV0065383	07/21/2017	HSA ELECTION-FAMILY	101.203.2032500	2,239.91
GENESIS EMPLOYEE BENEFITS ACH ONI	INV0065384	07/21/2017	HSA ELECTION-SINGLE	101.203.2032500	3,722.09
GENESIS EMPLOYEE BENEFITS ACH ONI	INV0065868	08/04/2017	HSA ELECTION-FAMILY	101.203.2032500	2,239.91
GENESIS EMPLOYEE BENEFITS ACH ONI	INV0065869	08/04/2017	HSA ELECTION-SINGLE	101.203.2032500	3,771.85
GENESIS EMPLOYEE BENEFITS, INC	IN1066213	08/09/2017	Payroll	101.41.1100.413.30550	33.20
GENESIS EMPLOYEE BENEFITS, INC	IN1066213	08/09/2017	Payroll	101.41.2000.415.30550	64.23
GENESIS EMPLOYEE BENEFITS, INC	IN1066213	08/09/2017	Payroll	101.42.4000.421.30550	259.90
GENESIS EMPLOYEE BENEFITS, INC	IN1066213	08/09/2017	Payroll	101.42.4200.423.30550	21.50
GENESIS EMPLOYEE BENEFITS, INC	IN1066213	08/09/2017	Payroll	101.43.5000.441.30550	16.45
GENESIS EMPLOYEE BENEFITS, INC	IN1066213	08/09/2017	Payroll	101.43.5100.442.30550	45.95
GENESIS EMPLOYEE BENEFITS, INC	IN1066213	08/09/2017	Payroll	101.43.5200.443.30550	39.00
GENESIS EMPLOYEE BENEFITS, INC	IN1066213	08/09/2017	Payroll	101.44.6000.451.30550	45.62
GENESIS EMPLOYEE BENEFITS, INC	IN1066213	08/09/2017	Payroll	101.45.3000.419.30550	20.23
GENESIS EMPLOYEE BENEFITS, INC	IN1066213	08/09/2017	Payroll	101.45.3200.419.30550	17.60
GENESIS EMPLOYEE BENEFITS, INC	IN1066213	08/09/2017	Payroll	101.45.3300.419.30550	29.50
GENESIS EMPLOYEE BENEFITS, INC	7/26/17	07/26/2017	3RD QTR NEW EE HSA	101.203.2032510	333.00
GENESIS EMPLOYEE BENEFITS, INC	7/30/17	07/30/2017	FLEX COMP	101.203.2031500	(2,589.76)
GENESIS EMPLOYEE BENEFITS, INC	IN1079358	08/09/2017	Payroll	101.41.1100.413.30550	33.20
GENESIS EMPLOYEE BENEFITS, INC	IN1079358	08/09/2017	Payroll	101.41.2000.415.30550	64.23
GENESIS EMPLOYEE BENEFITS, INC	IN1079358	08/09/2017	Payroll	101.42.4000.421.30550	259.90
GENESIS EMPLOYEE BENEFITS, INC	IN1079358	08/09/2017	Payroll	101.42.4200.423.30550	21.50
GENESIS EMPLOYEE BENEFITS, INC	IN1079358	08/09/2017	Payroll	101.43.5000.441.30550	16.45

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
GENESIS EMPLOYEE BENEFITS, INC	IN1079358	08/09/2017	Payroll	101.43.5100.442.30550	45.95
GENESIS EMPLOYEE BENEFITS, INC	IN1079358	08/09/2017	Payroll	101.43.5200.443.30550	39.00
GENESIS EMPLOYEE BENEFITS, INC	IN1079358	08/09/2017	Payroll	101.44.6000.451.30550	45.62
GENESIS EMPLOYEE BENEFITS, INC	IN1079358	08/09/2017	Payroll	101.45.3000.419.30550	20.23
GENESIS EMPLOYEE BENEFITS, INC	IN1079358	08/09/2017	Payroll	101.45.3200.419.30550	17.60
GENESIS EMPLOYEE BENEFITS, INC	IN1079358	08/09/2017	Payroll	101.45.3300.419.30550	29.50
GENESIS EMPLOYEE BENEFITS, INC	IN1073845	08/09/2017	Payroll	101.41.1100.413.30550	7.77
GENESIS EMPLOYEE BENEFITS, INC	IN1073845	08/09/2017	Payroll	101.41.2000.415.30550	10.10
GENESIS EMPLOYEE BENEFITS, INC	IN1073845	08/09/2017	Payroll	101.42.4000.421.30550	41.59
GENESIS EMPLOYEE BENEFITS, INC	IN1073845	08/09/2017	Payroll	101.42.4200.423.30550	2.60
GENESIS EMPLOYEE BENEFITS, INC	IN1073845	08/09/2017	Payroll	101.43.5000.441.30550	2.60
GENESIS EMPLOYEE BENEFITS, INC	IN1073845	08/09/2017	Payroll	101.43.5100.442.30550	10.40
GENESIS EMPLOYEE BENEFITS, INC	IN1073845	08/09/2017	Payroll	101.43.5200.443.30550	2.60
GENESIS EMPLOYEE BENEFITS, INC	IN1073845	08/09/2017	Payroll	101.44.6000.451.30550	6.08
GENESIS EMPLOYEE BENEFITS, INC	IN1073845	08/09/2017	Payroll	101.45.3000.419.30550	2.34
GENESIS EMPLOYEE BENEFITS, INC	IN1073845	08/09/2017	Payroll	101.45.3300.419.30550	7.77
GERTENS	9500/6 B	08/02/2017	103566	101.44.6000.451.60016	(224.25)
GERTENS	9500/6 B	08/02/2017	103566	101.44.6000.451.60065	386.70
GERTENS	424477/1	07/26/2017	103566	101.44.6000.451.60065	357.00
GERTENS	686/12	07/26/2017	103566	101.44.6000.451.60065	427.35
GERTENS	12960/6	08/09/2017	103954	101.44.6000.451.60065	119.85
GERTENS	425152/1	08/09/2017	103566	101.44.6000.451.60045	207.25
GERTENS	779/12	08/09/2017	103566	101.44.6000.451.60035	65.90
GERTENS	779/12	08/09/2017	103566	101.44.6000.451.60065	224.25
GERTENS	A05849/12	08/09/2017	103566	101.44.6000.451.60016	10.12
GERTENS	12026/6	07/21/2017	103566	101.44.6000.451.60065	79.90
HILDI INC	8538	07/26/2017	FIRE RELIEF VALUATION	101.41.2000.415.30700	1,200.00
ICMA RETIREMENT TRUST - 457	INV0065385	07/21/2017	ICMA-AGE <49 %	101.203.2031400	4,900.34
ICMA RETIREMENT TRUST - 457	INV0065386	07/21/2017	ICMA-AGE <49	101.203.2031400	5,227.30
ICMA RETIREMENT TRUST - 457	INV0065387	07/21/2017	ICMA-AGE 50+ %	101.203.2031400	1,461.89
ICMA RETIREMENT TRUST - 457	INV0065388	07/21/2017	ICMA-AGE 50+	101.203.2031400	4,994.36
ICMA RETIREMENT TRUST - 457	INV0065389	07/21/2017	ICMA (EMPLOYER SHARE ADMIN)	101.203.2031400	81.29
ICMA RETIREMENT TRUST - 457	INV0065396	07/21/2017	ROTH IRA (AGE 49 & UNDER)	101.203.2032400	1,011.54
ICMA RETIREMENT TRUST - 457	INV0065397	07/21/2017	ROTH IRA (AGE 50 & OVER)	101.203.2032400	275.00
ICMA RETIREMENT TRUST - 457	INV0065398	07/21/2017	ROTH-AGE <49 %	101.203.2032400	137.24
ICMA RETIREMENT TRUST - 457	INV0065870	08/04/2017	ICMA-AGE <49 %	101.203.2031400	5,253.86
ICMA RETIREMENT TRUST - 457	INV0065871	08/04/2017	ICMA-AGE <49	101.203.2031400	5,227.30
ICMA RETIREMENT TRUST - 457	INV0065872	08/04/2017	ICMA-AGE 50+ %	101.203.2031400	1,567.38
ICMA RETIREMENT TRUST - 457	INV0065873	08/04/2017	ICMA-AGE 50+	101.203.2031400	4,994.36
ICMA RETIREMENT TRUST - 457	INV0065874	08/04/2017	ICMA (EMPLOYER SHARE ADMIN)	101.203.2031400	81.29
ICMA RETIREMENT TRUST - 457	INV0065883	08/04/2017	ROTH IRA (AGE 49 & UNDER)	101.203.2032400	1,011.54
ICMA RETIREMENT TRUST - 457	INV0065884	08/04/2017	ROTH IRA (AGE 50 & OVER)	101.203.2032400	275.00
ICMA RETIREMENT TRUST - 457	INV0065885	08/04/2017	ROTH-AGE <49 %	101.203.2032400	137.24
INNOVATIVE OFFICE SOLUTIONS	SUM-033364	08/02/2017	S28777	101.45.3200.419.60010	217.88
INNOVATIVE OFFICE SOLUTIONS	SUM-033364	08/02/2017	S28777	101.45.3300.419.60040	27.68
INVER GROVE FORD	7/25/17 94917	08/09/2017	94917	101.42.4000.421.70300	207.22
IUOE	INV0065875	08/04/2017	UNION DUES IUOE	101.203.2031000	1,361.04
J.D. NELSON CONSTRUCTION LLC.	1058	07/26/2017	7/15/17	101.45.3000.419.30700	150.00
J.J. KELLER & ASSOCIATES, INC.	9102174847	08/02/2017	200701687	101.41.1100.413.30500	1,058.40
KENISON, TERRI	JULY 2017	08/09/2017	JULY 2017	101.42.4200.423.30700	850.00
LANGUAGE LINE SERVICES	4109519	07/26/2017	9020909043	101.42.4000.421.50020	42.45
LELS	INV0065876	08/04/2017	UNION DUES (LELS)	101.203.2031000	1,620.00
LELS SERGEANTS	INV0065886	08/04/2017	UNION DUES (LELS SGT)	101.203.2031000	294.00
LEVANDER, GILLEN & MILLER P.A.	81000E 6/17 AmericInn La	07/26/2017	Legal	101.41.1100.413.30420	57.00
LEVANDER, GILLEN & MILLER P.A.	81000E 6/17 Anthony Scal	07/26/2017	Legal	101.45.3200.419.30420	114.00
LEVANDER, GILLEN & MILLER P.A.	81000E 6/17 Community D	07/26/2017	Legal	101.45.3000.419.30420	401.96
LEVANDER, GILLEN & MILLER P.A.	81000E 6/17 Council Meeti	07/26/2017	Legal	101.41.1000.413.30401	611.00
LEVANDER, GILLEN & MILLER P.A.	81000E 6/17 Engineering	07/26/2017	Legal	101.43.5100.442.30420	2,599.27
LEVANDER, GILLEN & MILLER P.A.	81000E 6/17 Mayor/CC	07/26/2017	Legal	101.41.1000.413.30420	4,082.00
LEVANDER, GILLEN & MILLER P.A.	81000E 6/17 Mihm Develo	07/26/2017	Legal	101.45.3200.419.30420	190.00
LEVANDER, GILLEN & MILLER P.A.	81000E 6/17 Parks	07/26/2017	Legal	101.44.6000.451.30420	368.00
LEVANDER, GILLEN & MILLER P.A.	81000E 6/17 Planning	07/26/2017	Legal	101.45.3200.419.30420	1,384.11
LEVANDER, GILLEN & MILLER P.A.	81000E 6/17 Police	07/26/2017	Legal	101.42.4000.421.30420	124.00
LEVANDER, GILLEN & MILLER P.A.	81000E 6/17 Public Works	07/26/2017	Legal	101.43.5000.441.30420	48.00
LEVANDER, GILLEN & MILLER P.A.	81000E 6/17 Rauschnot Pr	07/26/2017	Legal	101.45.3000.419.30420	988.00
LEVANDER, GILLEN & MILLER P.A.	7/7/17 92000E	08/02/2017	92000E	101.42.4000.421.30410	14,622.87
LILLIE SUBURBAN NEWSPAPERS	6/30/17 001363	08/02/2017	Advertising/Publishing	101.41.2000.415.50025	892.50
LILLIE SUBURBAN NEWSPAPERS	6/30/17 001363	08/02/2017	Advertising/Publishing	101.45.3200.419.50025	136.85
LILLIE SUBURBAN NEWSPAPERS	6/30/17 001363	08/02/2017	Advertising/Publishing	101.45.3200.419.50025	354.38
LILLIE SUBURBAN NEWSPAPERS	6/30/17 001363	08/02/2017	Advertising/Publishing	101.45.3200.419.50025	87.50
LILLIE SUBURBAN NEWSPAPERS	6/30/17 001363	08/02/2017	Advertising/Publishing	101.45.3200.419.50025	105.00
LOCAL GOVERNMENT INFORMATION SY:	43796	08/02/2017	106325	101.42.4000.421.70501	1,957.00
LOCAL GOVERNMENT INFORMATION SY:	43806	08/02/2017	111541	101.42.4200.423.30700	129.00
M & J SERVICES, LLC	1668	07/26/2017	7/5/17	101.44.6000.451.60065	590.00
M & J SERVICES, LLC	1674	07/26/2017	7/14/17	101.43.5200.443.40046	4,875.00
M & J SERVICES, LLC	1675	07/26/2017	7/14/17	101.43.5200.443.40046	3,835.00

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
M & J SERVICES, LLC	1676	07/26/2017	7/14/17	101.43.5200.443.40046	650.00
M & J SERVICES, LLC	1681	08/02/2017	7/20/17	101.43.5200.443.40046	955.00
M & J SERVICES, LLC	1682	08/02/2017	7/20/17	101.43.5200.443.40046	940.00
MADISON NATIONAL LIFE INSURANCE CO	1262182	08/02/2017	AUGUST 2017 GROUP 012439	101.203.2031700	2,878.78
MADISON NATIONAL LIFE INSURANCE CO	1262182	08/02/2017	AUGUST 2017 GROUP 012439	101.42.4000.421.20630	24.52
MINNEAPOLIS OXYGEN CO.	00011130	07/26/2017	01910	101.42.4200.423.30700	56.10
MINNEAPOLIS OXYGEN CO.	00011131	07/26/2017	01915	101.42.4200.423.30700	56.10
MINNESOTA DEPARTMENT OF HUMAN SERVICES	INV0065381	07/21/2017	STEVE HER FEIN/TAXPAYER ID: 416	101.203.2032100	427.04
MINNESOTA DEPARTMENT OF HUMAN SERVICES	INV0065382	07/21/2017	JOEL JACKSON FEIN/TAXPAYER ID: 416	101.203.2032100	432.57
MINNESOTA DEPARTMENT OF HUMAN SERVICES	INV0065866	08/04/2017	STEVE HER FEIN/TAXPAYER ID: 416	101.203.2032100	427.04
MINNESOTA DEPARTMENT OF HUMAN SERVICES	INV0065867	08/04/2017	JOEL JACKSON FEIN/TAXPAYER ID: 416	101.203.2032100	432.57
MN DEPT OF REVENUE	June 2017	07/20/2017	Taxes	101.207.2070300	142.09
MN DEPT OF REVENUE	June 2017 CR	07/20/2017	Taxes	101.207.2070300	(1.24)
MN DEPT OF REVENUE	INV0065400	07/21/2017	STATE WITHHOLDING	101.203.2030300	22,261.68
MN DEPT OF REVENUE	INV0065888	08/04/2017	STATE WITHHOLDING	101.203.2030300	22,253.30
MN FIRE SERVICE CERT BOARD	4990	08/02/2017	7/24/17	101.42.4200.423.30700	495.00
MN LIFE INSURANCE CO	AUGUST 2017	08/02/2017	POLICY #0027324	101.203.2030900	3,354.57
MN LIFE INSURANCE CO	AUGUST 2017	08/02/2017	POLICY #0027324	101.42.4000.421.20620	(19.50)
MN NCPERS LIFE INSURANCE	AUGUST 2017	08/02/2017	AUGUST 2017 PREMIUM	101.203.2031600	304.00
MOORE MEDICAL LLC	99550996	08/02/2017	21185816	101.42.4200.423.60065	420.41
MTI DISTRIBUTING CO	1130279-00	08/09/2017	91180	101.44.6000.451.40047	1,924.00
MUNICIPAL EMERGENCY SERVICES, INC.	IN1143587	07/26/2017	C43426	101.42.4200.423.60045	811.17
NORTHERN PLUMBING	202078	08/09/2017	REFUND	101.45.0000.3222000	101.00
ONE ON ONE CONTROL TACTICS LLC	0917	08/09/2017	7/6/17	101.42.4000.421.60018	4,500.00
PERA	7/21/17	07/21/2017	C. DAULTON	101.203.2030600	1,130.72
PERA	INV0065390	07/21/2017	PERA COORDINATED PLAN	101.203.2030600	36,980.20
PERA	INV0065391	07/21/2017	EMPLOYER SHARE (EXTRA PERA)	101.203.2030600	2,844.64
PERA	INV0065392	07/21/2017	PERA DEFINED PLAN	101.203.2030600	69.23
PERA	INV0065393	07/21/2017	EMPLOYER SHARE (PERA DEFINED PLAN)	101.203.2030600	69.23
PERA	INV0065394	07/21/2017	PERA POLICE & FIRE PLAN	101.203.2030600	14,001.08
PERA	INV0065395	07/21/2017	EMPLOYER SHARE (POLICE & FIRE PLAN)	101.203.2030600	21,001.69
PERA	INV0065877	08/04/2017	PERA COORDINATED PLAN	101.203.2030600	37,253.80
PERA	INV0065878	08/04/2017	EMPLOYER SHARE (EXTRA PERA)	101.203.2030600	2,865.72
PERA	INV0065879	08/04/2017	PERA DEFINED PLAN	101.203.2030600	69.23
PERA	INV0065880	08/04/2017	EMPLOYER SHARE (PERA DEFINED PLAN)	101.203.2030600	69.23
PERA	INV0065881	08/04/2017	PERA POLICE & FIRE PLAN	101.203.2030600	14,852.78
PERA	INV0065882	08/04/2017	EMPLOYER SHARE (POLICE & FIRE PLAN)	101.203.2030600	22,279.12
PINE BEND PAVING, INC.	17-419	08/09/2017	7/25/17	101.43.5200.443.60016	798.83
PRECISE MRM	IN200-1013330	08/09/2017	000208	101.43.5200.443.30700	27.48
RCM SPECIALTIES, INC.	6223	08/09/2017	7/27/17	101.43.5200.443.60016	902.29
RCM SPECIALTIES, INC.	6232	08/09/2017	7/31/17	101.43.5200.443.40046	6,100.00
SENSIBLE LAND USE COALITION	8/9/17	08/09/2017	REGISTRATION - A. HUNTING & T. LINDSEY	101.45.3000.419.50080	44.00
SENSIBLE LAND USE COALITION	8/9/17	08/09/2017	REGISTRATION - A. HUNTING & T. LINDSEY	101.45.3200.419.50080	44.00
SHORT ELLIOTT HENDRICKSON, INC.	334839	07/26/2017	4340	101.43.5100.442.30300	514.73
SHRED-IT	8122761264	08/02/2017	15212695	101.42.4000.421.30700	98.06
SOLBERG AGGREGATE CO	17872	07/26/2017	6/20/17	101.43.5200.443.60016	540.70
SPRINGSTED, INC.	000443.110-1	08/02/2017	7/24/17	101.41.1100.413.30500	6,460.80
SPRINT	842483314-188	07/26/2017	Telephone	101.41.1000.413.50020	69.98
SPRINT	842483314-188	07/26/2017	Telephone	101.41.1100.413.50020	34.99
SPRINT	842483314-188	07/26/2017	Telephone	101.43.5000.441.50020	34.99
SPRINT	842483314-188	07/26/2017	Telephone	101.45.3000.419.50020	34.99
STREICHER'S	I1273136	08/09/2017	7/28/17	101.42.4000.421.60065	79.97
T MOBILE	7/8/17 494910368	08/02/2017	494910368	101.43.5100.442.50020	49.99
TAPCO	I570496	08/02/2017	7/14/17	101.43.5200.443.60016	220.89
TOTAL CONSTRUCTION & EQUIP.	71622	08/09/2017	CIT001	101.44.6000.451.40040	866.58
TOTAL CONSTRUCTION & EQUIP.	71803	08/09/2017	CIT001	101.44.6000.451.40040	1,691.12
TYLER TECHNOLOGIES, INC	025-196415	08/09/2017	41443	101.41.2000.415.40044	438.00
U.S. HEALTHWORKS	0071520-MN	07/26/2017	006745	101.41.1100.413.30500	215.00
ULINE	88747100	08/02/2017	11482624	101.42.4000.421.60065	238.40
UNIFIRST CORPORATION	090 0370855	07/26/2017	1051948	101.43.5200.443.60045	42.29
UNIFIRST CORPORATION	090 0370855	07/26/2017	1051948	101.44.6000.451.60045	22.55
UNIFIRST CORPORATION	090 0371977	07/26/2017	1051948	101.43.5200.443.60045	42.29
UNIFIRST CORPORATION	090 0371977	07/26/2017	1051948	101.44.6000.451.60045	22.55
UNIFIRST CORPORATION	090 0373115	08/02/2017	1051948	101.43.5200.443.60045	42.29
UNIFIRST CORPORATION	090 0373115	08/02/2017	1051948	101.44.6000.451.60045	22.55
UNIFIRST CORPORATION	090 0374235	08/09/2017	1051948	101.43.5200.443.60045	42.29
UNIFIRST CORPORATION	090 0374235	08/09/2017	1051948	101.44.6000.451.60045	22.55
UNIFIRST CORPORATION	090 0375359	08/09/2017	1051948	101.43.5200.443.60045	42.29
UNIFIRST CORPORATION	090 0375359	08/09/2017	1051948	101.44.6000.451.60045	22.55
UNIFORMS UNLIMITED	66907-1	08/09/2017	491-1	101.42.4000.421.60045	60.98
VERIFIED CREDENTIALS, INC.	267955	07/26/2017	6/30/17	101.41.1100.413.30700	246.75
VERIFIED CREDENTIALS, INC.	269157	08/09/2017	7/31/17	101.41.1100.413.30700	52.25
VERIFIED CREDENTIALS, INC.	269164	08/09/2017	7/31/17	101.41.1100.413.30500	292.50
VERIZON WIRELESS	9789822372	08/09/2017	Telephone	101.41.1000.413.50020	70.02
VERIZON WIRELESS	9789822372	08/09/2017	Telephone	101.42.4000.421.50020	944.81
VERIZON WIRELESS	9789822372	08/09/2017	Telephone	101.42.4200.423.50020	696.61

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
VERIZON WIRELESS	9789822372	08/09/2017	Telephone	101.43.5000.441.50020	51.39
VERIZON WIRELESS	9789822372	08/09/2017	Telephone	101.43.5100.442.50020	386.83
VERIZON WIRELESS	9789822372	08/09/2017	Telephone	101.43.5200.443.50020	360.17
VERIZON WIRELESS	9789822372	08/09/2017	Telephone	101.44.6000.451.50020	508.98
VERIZON WIRELESS	9789822372	08/09/2017	Telephone	101.45.3000.419.50020	51.39
VERIZON WIRELESS	9789822372	08/09/2017	Telephone	101.45.3300.419.50020	319.36
WEEDS NATIVE LANDSCAPING AND MAINT	1099	07/26/2017	7/13/17	101.43.5200.443.40046	587.50
ZEBRA MATS	35974	08/09/2017	4/21/17	101.42.4000.421.60018	1,600.00
ZOLL MEDICAL CORP.	2550169	08/09/2017	7/21/17	101.42.4200.423.60018	1,168.77
Fund: 101 - GENERAL FUND					664,337.39
PROFESSIONAL SPORTS PUBLICATIONS	7039775	08/09/2017	2017 MN VIKINGS YEARBOOK	201.44.1600.465.50025	4,000.00
RIVER HEIGHTS CHAMBER OF COMMERCE	8172	07/26/2017	JUNE 2017	201.44.1600.465.30700	3,881.15
RIVER HEIGHTS CHAMBER OF COMMERCE	8172	07/26/2017	JUNE 2017	201.44.1600.465.40065	250.00
RIVER HEIGHTS CHAMBER OF COMMERCE	8187	08/09/2017	JULY 2017	201.44.1600.465.30700	3,881.15
RIVER HEIGHTS CHAMBER OF COMMERCE	8187	08/09/2017	JULY 2017	201.44.1600.465.30700	1,241.25
RIVER HEIGHTS CHAMBER OF COMMERCE	8187	08/09/2017	JULY 2017	201.44.1600.465.40065	250.00
Fund: 201 - C.V.B. FUND					13,503.55
CHATLEAIN, KELLY	3/24/17	04/05/2017	REFUND BASKETBALL	204.44.0000.3470000	16.00
CONCORDIA LUTHERAN CHURCH	5/24/17	06/07/2017	REFUND - LOW ENROLLMENT	204.207.2070300	44.23
CONCORDIA LUTHERAN CHURCH	5/24/17	06/07/2017	REFUND - LOW ENROLLMENT	204.44.0000.3470000	670.77
GENESIS EMPLOYEE BENEFITS, INC	IN1066213	08/09/2017	Payroll	204.44.6100.452.30550	15.04
GENESIS EMPLOYEE BENEFITS, INC	IN1079358	08/09/2017	Payroll	204.44.6100.452.30550	15.04
GENESIS EMPLOYEE BENEFITS, INC	IN1073845	08/09/2017	Payroll	204.44.6100.452.30550	0.86
GL SPORTS CAMPS, LLC	17502	07/26/2017	AT175	204.44.6100.452.30700	1,595.45
GOLDSCHMITZ, MISTY	7/31/17	08/09/2017	REFUND - SCHEDULE CONFLICT	204.44.0000.3470000	10.00
HERNANDEZ, ANABELLA	7/18/17	07/26/2017	REFUND - SOCCER	204.44.0000.3470000	55.00
MCPHILLIPS, KAM	7/31/17	08/09/2017	REFUND - SCHEDULE CONFLICT	204.44.0000.3470000	10.00
MN DEPT OF REVENUE	June 2017	07/20/2017	Taxes	204.207.2070300	50.09
MN SPORTS FEDERATION	6/28/17	07/26/2017	SOFTBALL TEAM MEMBERSHIP	204.44.6100.452.50070	195.00
MN YOUTH ATHLETIC SERVICES	7/24/17	08/09/2017	T-SHIRT SALES 7/21-7/23	204.44.0000.3471000	2,324.00
MONAHAN, BRIAN	5667	08/02/2017	5667	204.44.6100.452.30700	96.00
SAVE A LIFE	4483	08/09/2017	7/24/17	204.44.6100.452.30700	721.50
SMUTKA, ROBERT ALAN	7/24/17	08/09/2017	PICKELBALL INSTRUCTOR	204.44.6100.452.30700	250.00
VERIZON WIRELESS	9789822372	08/09/2017	Telephone	204.44.6100.452.50020	51.39
WIPLINGER, SARA	7/24/17	08/09/2017	REFUND	204.44.0000.3470000	60.00
ZHENG, FENG	7/21/17	08/09/2017	REFUND- LOW ENROLLMENT	204.44.0000.3470000	87.00
Fund: 204 - RECREATION FUND					6,267.37
AEP ONSITE PARTNERS, LLC	419-21069622	07/26/2017	7/7/17	205.44.6200.453.40020	5,856.69
AEP ONSITE PARTNERS, LLC	419-21069622	07/26/2017	7/7/17	205.44.6200.453.40020	5,838.31
COMMON SENSE BUILDING SERVICES, INC	41554	08/09/2017	JULY 2017	205.44.6200.453.40040	7,433.81
GENESIS EMPLOYEE BENEFITS, INC	IN1066213	08/09/2017	Payroll	205.44.6200.453.30550	11.00
GENESIS EMPLOYEE BENEFITS, INC	IN1066213	08/09/2017	Payroll	205.44.6200.453.30550	3.50
GENESIS EMPLOYEE BENEFITS, INC	IN1066213	08/09/2017	Payroll	205.44.6200.453.30550	2.80
GENESIS EMPLOYEE BENEFITS, INC	IN1066213	08/09/2017	Payroll	205.44.6200.453.30550	41.34
GENESIS EMPLOYEE BENEFITS, INC	IN1066213	08/09/2017	Payroll	205.44.6200.453.30550	10.75
GENESIS EMPLOYEE BENEFITS, INC	IN1066213	08/09/2017	Payroll	205.44.6200.453.30550	10.75
GENESIS EMPLOYEE BENEFITS, INC	IN1079358	08/09/2017	Payroll	205.44.6200.453.30550	12.50
GENESIS EMPLOYEE BENEFITS, INC	IN1079358	08/09/2017	Payroll	205.44.6200.453.30550	41.34
GENESIS EMPLOYEE BENEFITS, INC	IN1079358	08/09/2017	Payroll	205.44.6200.453.30550	3.50
GENESIS EMPLOYEE BENEFITS, INC	IN1079358	08/09/2017	Payroll	205.44.6200.453.30550	11.00
GENESIS EMPLOYEE BENEFITS, INC	IN1079358	08/09/2017	Payroll	205.44.6200.453.30550	12.50
GENESIS EMPLOYEE BENEFITS, INC	IN1079358	08/09/2017	Payroll	205.44.6200.453.30550	2.80
GENESIS EMPLOYEE BENEFITS, INC	IN1073845	08/09/2017	Payroll	205.44.6200.453.30550	8.66
GENESIS EMPLOYEE BENEFITS, INC	IN1073845	08/09/2017	Payroll	205.44.6200.453.30550	1.30
GENESIS EMPLOYEE BENEFITS, INC	IN1073845	08/09/2017	Payroll	205.44.6200.453.30550	1.29
GENESIS EMPLOYEE BENEFITS, INC	IN1073845	08/09/2017	Payroll	205.44.6200.453.30550	2.60
HEALTHY CONTRIBUTIONS LLC	6/1/17	07/26/2017	IND11359	205.44.6200.453.70600	15.15
HEALTHY CONTRIBUTIONS LLC	APRIL 2017	08/09/2017	IND11359	205.44.6200.453.70600	15.15
HEALTHY CONTRIBUTIONS LLC	MARCH 2017	08/09/2017	IND11359	205.44.6200.453.70600	15.15
HJELLMING, GORDY	5/10/17	07/26/2017	REIMBURSE- GROUP EX LICENSE	205.44.6200.453.50070	7.32
HORIZON COMMERCIAL POOL SUPPLY	J17052607 9-D	08/09/2017	20170323IN01	205.44.6200.453.80200	100,000.00
HUEBSCH SERVICES	3909968	07/26/2017	92965	205.44.6200.453.40040	59.70
HUEBSCH SERVICES	3909968	07/26/2017	92965	205.44.6200.453.40040	224.61
KINETIC PATTERNS	100	07/26/2017	5/27/17	205.44.6200.453.76650	1,018.50
MEDICINE LAKE TOURS	7/18/17	07/26/2017	7/18/17	205.44.6200.453.50090	1,040.00
MN DEPT OF REVENUE	June 2017	07/20/2017	Taxes	205.207.2070300	6,453.00
RED BRICK STUDIO, LLC	844	07/26/2017	6/20/17	205.44.6200.453.50030	1,200.00
VERIZON WIRELESS	9789822372	08/09/2017	Telephone	205.44.6200.453.50020	79.23
VERIZON WIRELESS	9789822372	08/09/2017	Telephone	205.44.6200.453.50020	51.39
VERIZON WIRELESS	9789822372	08/09/2017	Telephone	205.44.6200.453.50020	67.71
VERIZON WIRELESS	9789822372	08/09/2017	Telephone	205.44.6200.453.50020	22.11
VERIZON WIRELESS	9789822372	08/09/2017	Telephone	205.44.6200.453.50020	67.72
Fund: 205 - COMMUNITY CENTER					129,643.18

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
GENESIS EMPLOYEE BENEFITS, INC	IN1066213	08/09/2017	Payroll	290.45.3000.419.30550	1.47
GENESIS EMPLOYEE BENEFITS, INC	IN1079358	08/09/2017	Payroll	290.45.3000.419.30550	1.47
GENESIS EMPLOYEE BENEFITS, INC	IN1073845	08/09/2017	Payroll	290.45.3000.419.30550	0.25
LEVANDER, GILLEN & MILLER P.A.	81000E 6/17 McPhillips	07/26/2017	Legal	290.45.3000.419.30420	668.00
Fund: 290 - EDA OPERATING					671.19
WELLS FARGO BANK	01082017	07/26/2017	INTEREST PAYMENT 7/13/17	353.57.9000.570.90200	176,084.36
Fund: 353 - G.O. CAP IMPR BONDS 2009A					176,084.36
WELLS FARGO BANK	01082017	07/26/2017	INTEREST PAYMENT 7/13/17	354.57.9000.570.90200	103,137.50
Fund: 354 - G.O. SEWER REV BONDS 2010A					103,137.50
WELLS FARGO BANK	01082017	07/26/2017	INTEREST PAYMENT 7/13/17	355.57.9000.570.90200	44,396.88
Fund: 355 - G.O. IMPR BONDS 2010B					44,396.88
WELLS FARGO BANK	01082017	07/26/2017	INTEREST PAYMENT 7/13/17	356.57.9000.570.90200	411.25
Fund: 356 - G.O.PIR REFUNDING 2010C					411.25
WELLS FARGO BANK	01082017	07/26/2017	INTEREST PAYMENT 7/13/17	357.57.9000.570.90200	470.00
Fund: 357 - G.O. WMTD REF BONDS 2010C					470.00
WELLS FARGO BANK	01082017	07/26/2017	INTEREST PAYMENT 7/13/17	358.57.9000.570.90200	1,650.00
Fund: 358 - G.O. REFUNDING IMPROV BONDS 2011A					1,650.00
WELLS FARGO BANK	01082017	07/26/2017	INTEREST PAYMENT 7/13/17	359.57.9000.570.90200	4,800.00
WELLS FARGO BANK	01082017	07/26/2017	INTEREST PAYMENT 7/13/17	359.57.9000.570.90200	11,850.00
Fund: 359 - G.O. WATER REV REF 2012A					16,650.00
WELLS FARGO BANK	01082017	07/26/2017	INTEREST PAYMENT 7/13/17	361.57.9000.570.90200	19,400.00
Fund: 361 - WATER REV REF 2012A					19,400.00
WELLS FARGO BANK	01082017	07/26/2017	INTEREST PAYMENT 7/13/17	362.57.9000.570.90200	3,250.00
Fund: 362 - G.O. IMPR REFUND 2014B (07B)					3,250.00
WELLS FARGO BANK	01082017	07/26/2017	INTEREST PAYMENT 7/13/17	363.57.9000.570.90200	55,143.75
Fund: 363 - G.O. SEWER REFUND 2014B					55,143.75
WELLS FARGO BANK	01082017	07/26/2017	INTEREST PAYMENT 7/13/17	364.57.9000.570.90200	12,050.00
Fund: 364 - G.O. IMPR REFUND 14B (08A)					12,050.00
WELLS FARGO BANK	01082017	07/26/2017	INTEREST PAYMENT 7/13/17	365.57.9000.570.90200	100,525.00
Fund: 365 - G.O. IMPR BONDS 2015A					100,525.00
WELLS FARGO BANK	01082017	07/26/2017	INTEREST PAYMENT 7/13/17	366.57.9000.570.90200	70,650.00
Fund: 366 - GO SEWER REVENUE BONDS, 2015B					70,650.00
EVERGREEN LAND SERVICES	00-11849	07/26/2017	7/19/17	402.44.6000.451.80100	7,240.00
LEVANDER, GILLEN & MILLER P.A.	81000E 6/17 Heritage Park	07/26/2017	Legal	402.44.6000.451.30420	67.50
Fund: 402 - PARK ACQ. & DEV. FUND					7,307.50
LEVANDER, GILLEN & MILLER P.A.	81000E 6/17 DNR 111th St	07/26/2017	Legal	435.44.5900.735.30420	1,668.78
Fund: 435 - 2015 IMPROVEMENT FUND					1,668.78
BARR ENGINEERING COMPANY	23191332.00-9	08/02/2017	7/14/17	436.73.5900.736.30300	2,642.50
HOISINGTON KOEGLER GROUP INC.	016-062-7	07/26/2017	016-062	436.73.5900.736.30700	7,324.31
KIMLEY-HORN & ASSOCIATES, INC.	9472400	08/02/2017	160509027.3	436.73.5900.736.30300	469.50
LEVANDER, GILLEN & MILLER P.A.	81000E 6/17 Acquisition of	07/26/2017	Legal	436.45.3000.419.30420	0.49
WSB & ASSOCIATES, INC.	7/6/17 1	08/09/2017	R-010132-000	436.44.5900.736.30300	407.50
WSB & ASSOCIATES, INC.	7/6/17 7	07/26/2017	0-001702-280	436.44.5900.736.30300	4,340.00
Fund: 436 - 2016 IMPROVEMENT FUND					15,184.30
BARR ENGINEERING COMPANY	23190328.16-16	08/02/2017	2016 PROJECT REVIEWS	437.73.5900.737.30300	624.43
BECKER ARENA PRODUCTS, INC.	PAY REQUEST #2	08/02/2017	CITY PROJECT 2017-05	437.44.5900.737.80300	878.01
CIMCO REFRIGERATION INC	PAY REQUEST NO. 1	08/09/2017	CITY PROJECT 2017-05	437.44.5900.737.80300	227,810.00
Fund: 437 - 2017 IMPROVEMENT FUND					229,312.44
LILLIE SUBURBAN NEWSPAPERS	6/30/17 001363	08/02/2017	Advertising/Publishing	438.73.5900.738.50025	136.85
Fund: 438 - 2018 IMPROVEMENT FUND					136.85
KIMLEY-HORN & ASSOCIATES, INC.	9472400	08/02/2017	160509027.3	440.74.5900.740.30300	4,747.20
LEVANDER, GILLEN & MILLER P.A.	81000E 6/17 #1509D Brod	07/26/2017	Legal	440.74.5900.740.30420	468.00
LEVANDER, GILLEN & MILLER P.A.	81000E 6/17 #1609E-Banc	07/26/2017	Legal	440.74.5900.740.30420	258.00
LEVANDER, GILLEN & MILLER P.A.	81000E 6/17 #1709E-93rd	07/26/2017	Legal	440.74.5900.740.30420	692.50
MCNAMARA CONTRACTING INC	PAY VO. NO. 1	07/26/2017	CITY PROJECT NO. 2016-09E	440.74.5900.740.80300	375,204.21
Fund: 440 - PAVEMENT MANAGEMENT PROJ					381,369.91

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
HYDRO VAC INC	11429	08/02/2017	7/5/17	441.74.5900.741.40066	585.00
SAFETY SIGNS	17001705	08/02/2017	7/13/17	441.74.5900.741.40066	1,362.00
Fund: 441 - STORM WATER MANAGEMENT					1,947.00
BARR ENGINEERING COMPANY	23190328.16-16	08/02/2017	2016 PROJECT REVIEWS	446.74.5900.746.30300	637.63
BARR ENGINEERING COMPANY	23190328.16-16	08/02/2017	2016 PROJECT REVIEWS	446.74.5900.746.30300	637.63
BOLTON & MENK, INC.	0204760	07/26/2017	R18.108658	446.74.5900.746.30300	24,412.50
BOLTON & MENK, INC.	0204792	08/02/2017	T18.112733	446.74.5900.746.30300	8,240.32
BOLTON & MENK, INC.	0204795	07/26/2017	T18-113208	446.74.5900.746.30300	5,302.50
G.F. JEDLICKI, INC.	PAY VO. NO. 2	07/26/2017	CITY PROJECT NO. 2017-02	446.74.5900.746.80300	85,053.50
LEVANDER, GILLEN & MILLER P.A.	81000E 6/17 #1503-65th S	07/26/2017	Legal	446.74.5900.746.30420	1,119.00
LEVANDER, GILLEN & MILLER P.A.	81000E 6/17 #1512-Impr P	07/26/2017	Legal	446.74.5900.746.30420	4,551.30
LEVANDER, GILLEN & MILLER P.A.	81000E 6/17 #1513-Impr P	07/26/2017	Legal	446.74.5900.746.30420	27.00
LEVANDER, GILLEN & MILLER P.A.	81000E 6/17 #1608-Round	07/26/2017	Legal	446.74.5900.746.30420	106.97
LEVANDER, GILLEN & MILLER P.A.	81000E 6/17 #1619-65th S	07/26/2017	Legal	446.74.5900.746.30420	54.00
STANTEC CONSULTING SERVICES INC.	1222752	07/26/2017	92607	446.74.5900.746.30300	40.78
WENCK ASSOCIATES, INC.	11701239	08/02/2017	B3619-0003	446.74.5900.746.30300	7,056.92
WENCK ASSOCIATES, INC.	11701246	07/26/2017	B3619-0001	446.74.5900.746.30300	3,676.00
WENCK ASSOCIATES, INC.	11701549	08/02/2017	B3619-0003	446.74.5900.746.30300	3,989.80
WENCK ASSOCIATES, INC.	11702977	07/26/2017	B3619-0001	446.74.5900.746.30300	7,289.55
WENCK ASSOCIATES, INC.	11704463	08/02/2017	b3619-0004	446.74.5900.746.30300	1,400.20
Fund: 446 - NW AREA					153,595.60
LEVANDER, GILLEN & MILLER P.A.	81000E 6/17 Acquisition of	07/26/2017	Legal	449.45.3000.419.30420	199.70
LEVANDER, GILLEN & MILLER P.A.	81000E 6/17 Sale of 3501	07/26/2017	Legal	449.45.3000.419.30420	840.00
Fund: 449 - COMMUNITY PROPERTY					1,039.70
JOEL CARLSON	7/17/17	07/26/2017	AUGUST 2017	451.75.5900.751.30700	1,000.00
Fund: 451 - HOST COMMUNITY FUND					1,000.00
LEVANDER, GILLEN & MILLER P.A.	81000E 6/17 SKB Demoliti	07/26/2017	Legal	454.43.5500.446.30420	120.00
Fund: 454 - LANDFILL ABATEMENT					120.00
BATTERIES PLUS-WSP	030-674593	08/09/2017	C-1034	501.50.7100.512.60016	65.40
CITY OF BLOOMINGTON	1700055	07/26/2017	6/1/17	501.50.7100.512.30700	420.00
CITY OF BLOOMINGTON	1700086	08/09/2017	8/2/17	501.50.7100.512.30700	420.00
ELECTRIC FIRE & SECURITY	3749	08/02/2017	CIT800	501.50.7100.512.40040	135.00
ELECTRIC FIRE & SECURITY	C433	08/02/2017	CIT800	501.50.7100.512.40040	596.00
ELECTRIC FIRE & SECURITY	4047	08/09/2017	CIT800	501.50.7100.512.40040	190.00
FINANCE & COMMERCE, INC.	743353540	07/26/2017	10025798	501.50.7100.512.50030	188.07
GENESIS EMPLOYEE BENEFITS, INC	IN1066213	08/09/2017	Payroll	501.50.7100.512.30550	45.23
GENESIS EMPLOYEE BENEFITS, INC	IN1079358	08/09/2017	Payroll	501.50.7100.512.30550	45.23
GENESIS EMPLOYEE BENEFITS, INC	IN1073845	08/09/2017	Payroll	501.50.7100.512.30550	11.13
GERTENS	11986/6	07/26/2017	103566	501.50.7100.512.60016	47.95
GERTENS	11987/6	07/26/2017	103566	501.50.7100.512.60016	10.59
GERTENS	12030/6	07/26/2017	103566	501.50.7100.512.60016	23.98
GLENN LAWN CARE	871	07/26/2017	0002	501.50.7100.512.30700	1,040.00
GOPHER STATE ONE-CALL	7060460	07/26/2017	MN00435	501.50.7100.512.30700	839.70
GOPHER STATE ONE-CALL	7070461	08/09/2017	MN00435	501.50.7100.512.30700	765.45
GRAINGER	9506832774	08/09/2017	806460150	501.50.7100.512.60016	59.97
HACH COMPANY	10547857	08/09/2017	7/18/17	501.50.7100.512.60019	2,289.57
HACH COMPANY	10551105	08/09/2017	7/20/17	501.50.7100.512.60019	180.00
HAWKINS, INC.	4101665	07/26/2017	108816	501.50.7100.512.60019	7,784.70
HAWKINS, INC.	4116476	08/09/2017	108816	501.50.7100.512.60019	639.40
HD SUPPLY WATERWORKS LTD	H548638	08/09/2017	099872	501.50.7100.512.40043	3,250.29
JB CONTROLS, INC.	1059	07/26/2017	6/28/17	501.50.7100.512.40040	475.11
M & J SERVICES, LLC	1683	08/02/2017	7/20/17	501.50.7100.512.40040	1,285.00
METROPOLITAN COUNCIL	0001066509	07/26/2017	W030	501.50.7100.512.40040	450.00
METROWIDE PLUMBING LLC	7/14/17	07/26/2017	7/14/17	501.50.7100.512.40043	2,630.00
MN DEPT OF REVENUE	June 2017	07/20/2017	Taxes	501.207.2070200	4,789.42
MN DEPT OF REVENUE	June 2017	07/20/2017	Taxes	501.207.2070300	17.98
MN GLOVE & SAFETY, INC.	302856	08/02/2017	CTINVE	501.50.7100.512.60065	72.00
MN PIPE & EQUIPMENT	0381040	08/02/2017	2195	501.50.7100.512.40043	687.92
MN PIPE & EQUIPMENT	0381063	08/02/2017	2195	501.50.7100.512.40040	75.25
MN PIPE & EQUIPMENT	0381024	08/09/2017	2195	501.50.7100.512.40043	1,254.60
SEXTON COMPANY, THE	60124	07/26/2017	4115	501.50.7100.512.60045	165.80
SHERWIN-WILLIAMS	8765-7	08/02/2017	6682-5453-5	501.50.7100.512.40040	96.43
SHERWIN-WILLIAMS	3176-4	08/02/2017	6682-5453-5	501.50.7100.512.40040	100.38
SHERWIN-WILLIAMS	3439-6	08/02/2017	6682-5453-5	501.50.7100.512.40040	49.79
SHERWIN-WILLIAMS	3686-2	08/02/2017	6682-5453-5	501.50.7100.512.40040	251.10
SHERWIN-WILLIAMS	9354-9	08/02/2017	6682-5453-5	501.50.7100.512.40040	32.32

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SHORT ELLIOTT HENDRICKSON, INC.	335913	08/09/2017	4340	501.50.7100.512.30300	2,344.19
SPRINT	842483314-188	07/26/2017	Telephone	501.50.7100.512.50020	69.98
TKDA	002017002639	08/09/2017	0015781.002	501.50.7100.512.30700	1,615.64
TYLER TECHNOLOGIES, INC	025-194661	07/26/2017	41443	501.50.7100.512.70440	740.00
VALLEY-RICH CO, INC	24357	08/09/2017	R170335 06/30	501.50.7100.512.40046	4,112.46
VERIZON WIRELESS	9789822372	08/09/2017	Telephone	501.50.7100.512.50020	407.94
VESSCO INC	70148	08/02/2017	13641	501.50.7100.512.40040	179.87
Fund: 501 - WATER UTILITY FUND					40,950.84
AUTOMATIC SYSTEMS CO.	31037	07/26/2017	INVE01	502.51.7200.514.40042	1,554.05
FLEXIBLE PIPE TOOL COMPANY	21190	08/02/2017	5/24/17	502.51.7200.514.40042	95.00
FLEXIBLE PIPE TOOL COMPANY	21352	08/02/2017	7/17/17	502.51.7200.514.40043	3,433.45
FLEXIBLE PIPE TOOL COMPANY	21374	08/09/2017	7/25/17	502.51.7200.514.40043	77.50
FLEXIBLE PIPE TOOL COMPANY	21375	08/09/2017	7/25/17	502.51.7200.514.40043	715.00
FLEXIBLE PIPE TOOL COMPANY	21388	08/09/2017	7/27/17	502.51.7200.514.60016	55.00
GENESIS EMPLOYEE BENEFITS, INC	IN1066213	08/09/2017	Payroll	502.51.7200.514.30550	23.23
GENESIS EMPLOYEE BENEFITS, INC	IN1079358	08/09/2017	Payroll	502.51.7200.514.30550	23.23
GENESIS EMPLOYEE BENEFITS, INC	IN1073845	08/09/2017	Payroll	502.51.7200.514.30550	7.00
R&H PAINTING, LLC	809	07/26/2017	7/6/17	502.51.7200.514.40043	2,520.00
TYLER TECHNOLOGIES, INC	025-194661	07/26/2017	41443	502.51.7200.514.70440	740.00
VALLEY-RICH CO, INC	24298	07/26/2017	IGH	502.51.7200.514.40043	4,585.25
Fund: 502 - SEWER UTILITY FUND					13,828.71
ARAMARK REFRESHMENT SERVICES	1287347	08/02/2017	48128	503.52.8300.524.76150	266.96
ARTISAN BEER COMPANY	3193037	07/26/2017	125656	503.52.8300.524.76150	343.00
AT & T MOBILITY	287237771092X06122017	08/09/2017	287237771092	503.52.8500.526.50020	32.32
BERGERSON-CASWELL INC	23952	07/26/2017	INVERWOOD	503.52.8500.526.80300	20,276.40
BREAKTHRU BEVERAGE MINNESOTA	1090735374	07/26/2017	102294	503.52.8300.524.76150	248.00
BREAKTHRU BEVERAGE MINNESOTA	1090738390	08/02/2017	102294	503.52.8300.524.76150	211.20
BREAKTHRU BEVERAGE MINNESOTA	1080668460	08/09/2017	102294	503.52.8300.524.76150	144.39
BREAKTHRU BEVERAGE MINNESOTA	1090741607	08/09/2017	102294	503.52.8300.524.76150	229.90
COCA COLA BOTTLING COMPANY	3652202006	08/02/2017	7/19	503.52.8300.524.76100	1,168.17
COCA COLA BOTTLING COMPANY	3652202007	08/02/2017	7/19/17	503.52.8300.524.76100	(150.00)
COCA COLA BOTTLING COMPANY	3641203649	08/02/2017	7/26/17	503.52.8300.524.76100	472.36
COCA COLA BOTTLING COMPANY	3641203705	08/09/2017	8/2/17	503.52.8300.524.76100	964.11
COLLEGE CITY BEVERAGE	195-647	07/26/2017	3592	503.52.8300.524.76150	141.10
COLLEGE CITY BEVERAGE	195-705	08/02/2017	3592	503.52.8300.524.76150	401.10
COLLEGE CITY BEVERAGE	195-797	08/09/2017	3592	503.52.8300.524.76150	119.50
CUTTER & BUCK	0093830218	08/02/2017	0001006103	503.52.8000.521.60045	58.50
DAKOTA ELECTRIC ASSN	201360-5 7/17	07/21/2017	Electric	503.52.8600.527.40020	261.63
DENNY'S 5TH AVENUE BAKERY	668183	07/26/2017	IW185	503.52.8300.524.76050	79.30
DENNY'S 5TH AVENUE BAKERY	668775	07/26/2017	IW185	503.52.8300.524.76050	65.18
DENNY'S 5TH AVENUE BAKERY	669357	08/02/2017	IW185	503.52.8300.524.76050	72.54
DENNY'S 5TH AVENUE BAKERY	669641	08/02/2017	IW185	503.52.8300.524.76050	75.57
DENNY'S 5TH AVENUE BAKERY	670363	08/09/2017	IW185	503.52.8300.524.76050	78.60
DENNY'S 5TH AVENUE BAKERY	670588	08/09/2017	IW185	503.52.8300.524.76050	78.60
DEX MEDIA	7/20/17 110360619	08/09/2017	110360619	503.52.8500.526.50025	45.50
DRAFT TECHNOLOGIES	07171705	07/26/2017	7/17/17	503.52.8300.524.40042	55.00
DRAFT TECHNOLOGIES	0731175	08/09/2017	7/31/174	503.52.8300.524.40042	55.00
GENESIS EMPLOYEE BENEFITS, INC	IN1066213	08/09/2017	Payroll	503.52.8000.521.30550	14.50
GENESIS EMPLOYEE BENEFITS, INC	IN1066213	08/09/2017	Payroll	503.52.8500.526.30550	3.50
GENESIS EMPLOYEE BENEFITS, INC	IN1066213	08/09/2017	Payroll	503.52.8600.527.30550	21.50
GENESIS EMPLOYEE BENEFITS, INC	IN1079358	08/09/2017	Payroll	503.52.8000.521.30550	14.50
GENESIS EMPLOYEE BENEFITS, INC	IN1079358	08/09/2017	Payroll	503.52.8500.526.30550	3.50
GENESIS EMPLOYEE BENEFITS, INC	IN1079358	08/09/2017	Payroll	503.52.8600.527.30550	21.50
GENESIS EMPLOYEE BENEFITS, INC	IN1073845	08/09/2017	Payroll	503.52.8000.521.30550	2.59
GENESIS EMPLOYEE BENEFITS, INC	IN1073845	08/09/2017	Payroll	503.52.8600.527.30550	2.59
GERTENS	12501/6	07/26/2017	100464	503.52.8600.527.60020	149.76
GERTENS	14844/6	08/09/2017	100464	503.52.8600.527.60020	90.63
HEGGIES PIZZA	2301790	08/02/2017	1708	503.52.8300.524.76050	115.15
JJ TAYLOR DIST. COMPANY OF MN	2727014	08/02/2017	00834	503.52.8300.524.76150	91.00
JJ TAYLOR DIST. COMPANY OF MN	2727083	08/02/2017	00834	503.52.8300.524.76150	174.60
JOHNSON BROTHERS LIQUOR COMPAN	3196480	08/09/2017	8/1/17	503.52.8300.524.76150	359.00
M. AMUNDSON LLP	241366	07/26/2017	902858	503.52.8300.524.76050	227.79
M. AMUNDSON LLP	242180	08/09/2017	902858	503.52.8300.524.76050	174.52
MANSFIELD OIL COMPANY	20368789	08/02/2017	24129	503.52.8400.525.60021	924.28
MERCURY ELECTRIC CORPORATION	8404	08/02/2017	7/17/17	503.52.8600.527.60008	181.06
MN DEPT OF REVENUE	June 2017	07/20/2017	Taxes	503.207.2070300	18,587.35
MN DEPT OF REVENUE	June 2017	07/20/2017	Taxes	503.52.8500.526.50020	19.35
MTD COMMUNICATIONS, INC.	8088	08/09/2017	6/20/17	503.52.8500.526.50025	299.00
MTI DISTRIBUTING CO	1106876-00	08/02/2017	402307	503.52.8600.527.60050	620.73
MTI DISTRIBUTING CO	1119774-00	08/02/2017	402307	503.52.8600.527.60050	395.53
MTI DISTRIBUTING CO	1122980-00	08/09/2017	402307	503.52.8600.527.60008	(335.69)
MTI DISTRIBUTING CO	1126929-00	07/26/2017	402307	503.52.8600.527.40042	87.71
MTI DISTRIBUTING CO	126685-00	07/26/2017	402307	503.52.8600.527.60050	48.27
MTI DISTRIBUTING CO	1129125-00	08/02/2017	402307	503.52.8600.527.40042	346.27

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MTI DISTRIBUTING CO	1129640-00	08/02/2017	402307	503.52.8600.527.40042	178.54
MTI DISTRIBUTING CO	1130099-00	08/09/2017	402307	503.52.8600.527.60008	335.69
MTI DISTRIBUTING CO	1130783-00	08/02/2017	402307	503.52.8600.527.60008	160.74
MTI DISTRIBUTING CO	1130784-00	08/02/2017	402307	503.52.8600.527.60008	67.41
MTI DISTRIBUTING CO	1098065-00 CREDIT	08/02/2017	402307	503.52.8600.527.60020	(325.75)
MTI DISTRIBUTING CO	1102609-00	08/02/2017	402307	503.52.8600.527.60020	(613.41)
NAPA OF INVER GROVE HEIGHTS	5342-502120	07/26/2017	4165	503.52.8600.527.40042	83.39
PLAISTED COMPANIES, INC.	9385	07/26/2017	INW1	503.52.8600.527.60020	1,177.56
SCHAEFFER MFG CO	HV3238-INV1	07/26/2017	2237881	503.52.8600.527.60022	1,265.41
SHAMROCK GROUP	2137894	08/02/2017	07176	503.52.8300.524.76100	237.80
SHAMROCK GROUP	2138360	07/26/2017	07176	503.52.8300.524.76100	206.36
SHAMROCK GROUP	2136995-A	08/02/2017	07176	503.52.8300.524.40042	657.23
SHAMROCK GROUP	2139842	08/02/2017	07176	503.52.8300.524.76100	159.20
SHAMROCK GROUP	2144181	08/09/2017	07176	503.52.8300.524.76100	210.29
TDS METROCOM	7/13/17 651 457 3667	07/26/2017	651 457 3667	503.52.8500.526.50020	265.63
TITLEIST	904505823	07/26/2017	3012758565	503.52.8200.523.76450	701.91
TITLEIST	904518884	08/02/2017	3012761678	503.52.8200.523.76450	2,320.28
TOLL GAS & WELDING SUPPLY	10196731	08/02/2017	39644	503.52.8600.527.60012	29.97
UNIFIRST CORPORATION	090 0373193	07/26/2017	1258268	503.52.8600.527.60045	59.93
UNIFIRST CORPORATION	090 0374320	08/09/2017	1258268	503.52.8600.527.60045	59.93
UNIFIRST CORPORATION	090 0375440	08/09/2017	1258268	503.52.8600.527.60045	60.07
US FOODSERVICE	3392003	07/26/2017	03805983	503.52.8300.524.76050	1,162.79
US FOODSERVICE	3516022	08/02/2017	03805983	503.52.8300.524.76050	689.83
US FOODSERVICE	3652582	08/09/2017	03805983	503.52.8300.524.76050	662.44
VERIZON WIRELESS	9789822372	08/09/2017	Telephone	503.52.8500.526.50020	281.62
WINFIELD SOLUTIONS, LLC	000061773397	08/02/2017	442575	503.52.8600.527.60030	3,361.11
WINFIELD SOLUTIONS, LLC	000061773403	08/02/2017	442575	503.52.8600.527.60035	104.20
WINFIELD SOLUTIONS, LLC	000061773405	08/02/2017	442575	503.52.8600.527.60035	3,705.12
WINFIELD SOLUTIONS, LLC	000061773407	08/02/2017	442575	503.52.8600.527.60035	413.89
WINFIELD SOLUTIONS, LLC	000061773409	08/02/2017	442575	503.52.8600.527.60035	2,670.72
WINFIELD SOLUTIONS, LLC	000061773415	08/02/2017	442575	503.52.8600.527.60030	6,612.89
WINFIELD SOLUTIONS, LLC	000061829713	08/09/2017	442575	503.52.8600.527.60035	2,685.20
WINFIELD SOLUTIONS, LLC	000061829714	08/09/2017	442575	503.52.8600.527.60035	2,205.29
WINFIELD SOLUTIONS, LLC	000061829718	08/09/2017	442575	503.52.8600.527.60035	574.45
WINFIELD SOLUTIONS, LLC	000061829730	08/09/2017	442575	503.52.8600.527.60035	1,811.78

Fund: 503 - INVER WOOD GOLF COURSE
82,673.93

BJORKLUND COMPENSATION CONSULTI	00003780	08/09/2017	7/29/17	602.00.2100.415.30700	4,000.00
GENESIS EMPLOYEE BENEFITS, INC	IN1066213	08/09/2017	Payroll	602.00.2100.415.30550	1.27
GENESIS EMPLOYEE BENEFITS, INC	IN1079358	08/09/2017	Payroll	602.00.2100.415.30550	1.27
GENESIS EMPLOYEE BENEFITS, INC	IN1073845	08/09/2017	Payroll	602.00.2100.415.30550	0.26
LEVANDER, GILLEN & MILLER P.A.	81000E 6/17 EdgeGrove S	07/26/2017	Legal	602.00.2100.415.30420	300.00
LITESYS INC	13810	08/02/2017	7/17/17	602.00.2100.415.40048	927.11
TOTAL CONSTRUCTION & EQUIP.	71759	07/26/2017	CIT001	602.00.2100.415.40048	575.70

Fund: 602 - RISK MANAGEMENT
5,805.61

ABM EQUIPMENT & SUPPLY	0152456-IN	07/26/2017	0126850	603.00.5300.444.40041	113.95
BANNERMAN	17697	08/02/2017	IGH001	603.00.5300.444.40041	748.53
COMMON SENSE BUILDING SERVICES, II	41554	08/09/2017	JULY 2017	603.00.5300.444.40040	307.00
CRAWFORD DOOR SALES COMPANY	26603	07/26/2017	IN30652	603.00.5300.444.40041	387.00
CUMMINS INC.	100-87081	08/09/2017	220960	603.00.5300.444.40041	1,257.80
EMERGENCY AUTOMOTIVE TECHNOLOG	CIT-2167-25	07/26/2017	CIT-2167	603.00.5300.444.40041	15.00
EMERGENCY AUTOMOTIVE TECHNOLOG	CIT-2167-25	07/26/2017	CIT-2167	603.140.1450050	64.68
FACTORY MOTOR PARTS COMPANY	1-Z11504	08/02/2017	10799	603.140.1450050	229.30
FLEETPRIDE	86482708	08/09/2017	7/27/17	603.00.5300.444.40041	78.31
FLEETPRIDE	86503598	08/09/2017	562	603.00.5300.444.40041	(16.47)
FORCE AMERICA, INC.	IN001-1146329	08/09/2017	366100	603.00.5300.444.40041	218.18
FORCE AMERICA, INC.	IN001-1164695	08/09/2017	366100	603.00.5300.444.40041	67.45
GENESIS EMPLOYEE BENEFITS, INC	IN1066213	08/09/2017	Payroll	603.00.5300.444.30550	12.74
GENESIS EMPLOYEE BENEFITS, INC	IN1079358	08/09/2017	Payroll	603.00.5300.444.30550	12.74
GYRO-TRAC CORPORATION	20597	07/26/2017	1-MN2000	603.00.5300.444.40041	894.36
HANCO CORPORATION	886300	07/26/2017	322660	603.00.5300.444.60014	435.86
INVER GROVE FORD	5234905	07/26/2017	7/6/17	603.00.5300.444.40041	23.09
INVER GROVE FORD	5235148	07/26/2017	7/11/17	603.00.5300.444.40041	39.22
INVER GROVE FORD	5235458	08/02/2017	7/17/17	603.00.5300.444.40041	297.90
INVER GROVE FORD	5235459	08/09/2017	7/17/17	603.00.5300.444.40041	167.94
KREMER SERVICES LLC	50718	08/02/2017	7/20/17	603.00.5300.444.40041	196.00
KREMER SERVICES LLC	50738	08/02/2017	7/21/17	603.00.5300.444.40041	167.94
L.T.G. POWER EQUIPMENT	215231	07/26/2017	5656	603.00.5300.444.40041	116.31
L.T.G. POWER EQUIPMENT	215619	08/02/2017	5656	603.00.5300.444.40041	141.65
LARSON COMPANIES	B-272060165	08/09/2017	14649	603.140.1450050	80.60
MACQUEEN EMERGENCY GROUP	W00210	07/26/2017	INVER003	603.00.5300.444.40041	879.82
MACQUEEN EMERGENCY GROUP	W00224	07/26/2017	INVER003	603.00.5300.444.40041	314.61
MACQUEEN EMERGENCY GROUP	W00219	08/02/2017	INVER003	603.00.5300.444.40041	479.85
MACQUEEN EMERGENCY GROUP	P00403	08/02/2017	INVER003	603.00.5300.444.40041	69.93
MANSFIELD OIL COMPANY	20374683	08/09/2017	23866	603.140.1450060	4,348.09

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
METRO JANITORIAL SUPPLY INC	11014516	08/09/2017	8/2/17	603.00.5300.444.60012	189.49
METROWIDE PLUMBING LLC	6/29/17 D	07/26/2017	REMAINING AMOUNT	603.00.5300.444.40040	700.00
MID CITY SERIVCES, INC.	63617	08/09/2017	7/21/17	603.00.5300.444.40065	45.75
MIDWEST FIRE EQUIPMENT & REPAIR	17-2951	08/09/2017	7/24/17	603.00.5300.444.40041	103.75
MN DEPT OF REVENUE	June 2017 CR	07/20/2017	Taxes	603.207.2070400	(20.00)
MTI DISTRIBUTING CO	1126909-00	07/26/2017	91180	603.00.5300.444.40041	512.89
MTI DISTRIBUTING CO	1127298-00	07/26/2017	91180	603.00.5300.444.40041	773.16
MTI DISTRIBUTING CO	1128338-00	07/26/2017	91180	603.00.5300.444.40041	(1,032.03)
MTI DISTRIBUTING CO	1128280-00	08/09/2017	91180	603.00.5300.444.40041	899.36
MTI DISTRIBUTING CO	1128595-00	07/26/2017	91180	603.00.5300.444.40041	249.44
MTI DISTRIBUTING CO	1128673-00	07/26/2017	91180	603.00.5300.444.40041	276.12
MTI DISTRIBUTING CO	1128918-00	07/26/2017	91180	603.00.5300.444.40041	182.50
MTI DISTRIBUTING CO	1129221-00	08/02/2017	91180	603.00.5300.444.40041	359.42
MTI DISTRIBUTING CO	1131273-00	08/09/2017	91180	603.00.5300.444.40041	218.64
NAPA OF INVER GROVE HEIGHTS	5342-502440	07/26/2017	11019	603.00.5300.444.40041	14.52
NORTH AMERICAN TRAILER SALES	0304120088	08/02/2017	10095	603.00.5300.444.40041	169.48
NORTH AMERICAN TRAILER SALES	0304120138	08/09/2017	10095	603.00.5300.444.40041	24.13
NORTH AMERICAN TRAILER SALES	0304120197	08/09/2017	10095	603.00.5300.444.60014	364.76
O' REILLY AUTO PARTS	1767-251096	08/09/2017	1578028	603.00.5300.444.40041	8.00
O' REILLY AUTO PARTS	1767-274700	08/02/2017	1578028	603.00.5300.444.40041	5.68
O' REILLY AUTO PARTS	1767-277695	07/26/2017	1578028	603.00.5300.444.40041	41.87
O' REILLY AUTO PARTS	1767-277765	07/26/2017	1578028	603.00.5300.444.40041	3.59
O' REILLY AUTO PARTS	1767-277912	07/26/2017	1578028	603.00.5300.444.40041	409.28
O' REILLY AUTO PARTS	1767-277987	07/26/2017	1578028	603.00.5300.444.40041	216.33
O' REILLY AUTO PARTS	767-277911	07/26/2017	1578028	603.00.5300.444.40041	144.84
O' REILLY AUTO PARTS	1767-278110	07/26/2017	1578028	603.00.5300.444.40041	(145.00)
O' REILLY AUTO PARTS	767-278111	07/26/2017	1578028	603.140.1450050	21.90
O' REILLY AUTO PARTS	1767-278331	07/26/2017	1578028	603.00.5300.444.40041	(42.00)
O' REILLY AUTO PARTS	1767-278595	08/02/2017	1578028	603.140.1450050	111.38
O' REILLY AUTO PARTS	1767-279184	08/02/2017	1578028	603.140.1450050	18.03
O' REILLY AUTO PARTS	1767-279195	08/02/2017	1578028	603.00.5300.444.40041	(174.33)
O' REILLY AUTO PARTS	767-279129	08/02/2017	1578028	603.140.1450050	22.58
O' REILLY AUTO PARTS	67-279336	08/02/2017	1578028	603.00.5300.444.40041	21.99
O' REILLY AUTO PARTS	1767-279536	08/02/2017	1578028	603.00.5300.444.40041	29.40
O' REILLY AUTO PARTS	1767-279614	08/02/2017	1578028	603.00.5300.444.60012	35.88
O' REILLY AUTO PARTS	1767-279731	08/02/2017	1578028	603.00.5300.444.40041	70.00
O' REILLY AUTO PARTS	1767-279765	08/02/2017	1578028	603.00.5300.444.40041	6.48
O' REILLY AUTO PARTS	1767-279964	08/02/2017	1578028	603.00.5300.444.60040	20.99
O' REILLY AUTO PARTS	1767-279982	08/09/2017	1578028	603.00.5300.444.60012	81.12
O' REILLY AUTO PARTS	1767-280507	08/09/2017	1578028	603.00.5300.444.60012	18.60
O' REILLY AUTO PARTS	1767-280511	08/09/2017	1578028	603.00.5300.444.40041	40.90
O' REILLY AUTO PARTS	1767-280512	08/09/2017	1578028	603.00.5300.444.60012	8.99
O' REILLY AUTO PARTS	1767-280529	08/09/2017	1578028	603.140.1450050	5.65
O' REILLY AUTO PARTS	1767-280531	08/09/2017	1578028	603.140.1450050	5.65
O' REILLY AUTO PARTS	1767-280696	08/09/2017	1578028	603.140.1450050	172.23
O' REILLY AUTO PARTS	1767-280849	08/09/2017	1578028	603.00.5300.444.40041	7.77
O' REILLY AUTO PARTS	1767-280859	08/09/2017	1578028	603.00.5300.444.40041	19.08
O' REILLY AUTO PARTS	1767-280898	08/09/2017	1578028	603.00.5300.444.40041	38.16
O' REILLY AUTO PARTS	1767-281039	08/09/2017	1578028	603.00.5300.444.40041	13.98
O' REILLY AUTO PARTS	1767-281040	08/09/2017	1578028	603.00.5300.444.60012	19.00
O' REILLY AUTO PARTS	1767-281041	08/09/2017	1578028	603.00.5300.444.40041	12.00
O' REILLY AUTO PARTS	1767-281047	08/09/2017	1578028	603.00.5300.444.40041	(6.99)
O' REILLY AUTO PARTS	1767-281056	08/09/2017	1578028	603.00.5300.444.40041	7.30
O' REILLY AUTO PARTS	1767-281102	08/09/2017	1578028	603.00.5300.444.60012	8.10
O' REILLY AUTO PARTS	1767-281216	08/09/2017	1578028	603.00.5300.444.40041	12.00
O' REILLY AUTO PARTS	1767-281217	08/09/2017	1578028	603.00.5300.444.40041	6.99
O' REILLY AUTO PARTS	1767-281237	08/09/2017	1578028	603.140.1450050	78.72
O' REILLY AUTO PARTS	1767-281241	08/09/2017	1578028	603.140.1450050	42.36
O' REILLY AUTO PARTS	1767-281280	08/09/2017	1578028	603.00.5300.444.40041	32.06
O' REILLY AUTO PARTS	1767-281302	08/09/2017	1578028	603.00.5300.444.40041	19.98
O' REILLY AUTO PARTS	OCBO524976-05232017	08/09/2017	1578028	603.00.5300.444.40041	49.98
O' REILLY AUTO PARTS	OCBO723997-07262016	08/09/2017	1578028	603.00.5300.444.40041	29.32
O' REILLY AUTO PARTS	1767-227763	08/09/2017	1578028	603.00.5300.444.40041	99.90
O' REILLY AUTO PARTS	1767-235229	08/09/2017	1578028	603.00.5300.444.40041	60.92
O' REILLY AUTO PARTS	1767-281239	08/09/2017	1578028	603.00.5300.444.40041	6.99
O' REILLY AUTO PARTS	OCBO404481-04062017	08/09/2017	1578028	603.00.5300.444.40041	100.40
O' REILLY AUTO PARTS	OSOO417348/OSOO5059	08/09/2017	1578028	603.00.5300.444.40041	(95.29)
O' REILLY AUTO PARTS	SC02700353	08/09/2017	1578028	603.00.5300.444.40041	1.42
POMP'S TIRE SERVICE, INC.	980040028	07/26/2017	4502557	603.140.1450050	1,360.20
PUMP AND METER SERVICE INC	27534-29081SO	08/02/2017	494500	603.00.5300.444.40040	228.49
PUMP AND METER SERVICE INC	27572-29122SO	08/09/2017	494500	603.00.5300.444.40040	160.94
TOTAL CONSTRUCTION & EQUIP.	71621	07/26/2017	CIT001	603.00.5300.444.40040	260.97
TOTAL ENERGY SYSTEMS LLC	288813	07/26/2017	608184	603.00.5300.444.40041	155.99
TRENCHERS PLUS, INC.	RT39798	08/02/2017	7/17/17	603.00.5300.444.40041	51.25
TRUCK UTILITIES, INC.	0312783	08/02/2017	000154	603.00.5300.444.80700	29,735.00
UNIFIRST CORPORATION	090 0370855	07/26/2017	1051948	603.00.5300.444.40065	162.25

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
UNIFIRST CORPORATION	090 0370855	07/26/2017	1051948	603.00.5300.444.60045	36.39
UNIFIRST CORPORATION	090 0371977	07/26/2017	1051948	603.00.5300.444.40065	158.54
UNIFIRST CORPORATION	090 0371977	07/26/2017	1051948	603.00.5300.444.60045	36.39
UNIFIRST CORPORATION	090 0373115	08/02/2017	1051948	603.00.5300.444.40065	158.54
UNIFIRST CORPORATION	090 0373115	08/02/2017	1051948	603.00.5300.444.60045	36.39
UNIFIRST CORPORATION	090 0374235	08/09/2017	1051948	603.00.5300.444.40065	158.54
UNIFIRST CORPORATION	090 0374235	08/09/2017	1051948	603.00.5300.444.60045	36.39
UNIFIRST CORPORATION	090 0375359	08/09/2017	1051948	603.00.5300.444.40065	162.25
UNIFIRST CORPORATION	090 0375359	08/09/2017	1051948	603.00.5300.444.60045	36.39
VERIZON WIRELESS	9789822372	08/09/2017	Telephone	603.00.5300.444.50020	109.74
ZIEGLER INC	SW140157240	07/26/2017	4069900	603.00.5300.444.40041	1,257.85
Fund: 603 - CENTRAL EQUIPMENT					52,207.44
COORDINATED BUSINESS SYSTEMS	CNIN243387	08/09/2017	4502588	604.00.2200.416.40050	2,572.57
COORDINATED BUSINESS SYSTEMS	CNIN248809	08/02/2017	4502588	604.00.2200.416.40050	2,885.85
INNOVATIVE OFFICE SOLUTIONS	SUM-033364	08/02/2017	S28777	604.00.2200.416.60005	117.21
INNOVATIVE OFFICE SOLUTIONS	SUM-033364	08/02/2017	S28777	604.00.2200.416.60010	2,330.30
Fund: 604 - CENTRAL STORES					7,905.93
AEP ONSITE PARTNERS, LLC	419-21069622	07/26/2017	7/7/17	605.00.7500.460.40020	3,111.70
COMMON SENSE BUILDING SERVICES, II	41554	08/09/2017	JULY 2017	605.00.7500.460.40040	3,821.17
CULLIGAN	6/30/17 157-98503022-8	07/26/2017	157-98503022-8	605.00.7500.460.60011	52.95
FLUID INTERIORS LLC	53904	08/12/2017	19359	605.00.7500.460.80500	184.67
GENESIS EMPLOYEE BENEFITS, INC	IN1066213	08/09/2017	Payroll	605.00.7500.460.30550	3.50
GENESIS EMPLOYEE BENEFITS, INC	IN1079358	08/09/2017	Payroll	605.00.7500.460.30550	3.50
HILLYARD INC	602625780	08/09/2017	274069	605.00.7500.460.60016	735.41
HUEBSCH SERVICES	3902455	07/26/2017	100075	605.00.7500.460.40065	115.98
HUEBSCH SERVICES	3909967	07/26/2017	100075	605.00.7500.460.40065	115.98
LONE OAK COMPANIES	75680	08/09/2017	7/28/17	605.00.7500.460.50035	450.19
MAS COMMUNICATIONS	170600050101	07/26/2017	1010	605.00.7500.460.40040	48.20
TOTAL CONSTRUCTION & EQUIP.	71750	07/21/2017	CIT001	605.00.7500.460.40040	120.10
TWIN CITIES FLAG SOURCE, INC.	30812	08/09/2017	7/24/17	605.00.7500.460.60065	675.00
Fund: 605 - CITY FACILITIES					9,438.35
ALLSTREAM BUSINESS US, INC.	14776547	07/26/2017	645862	606.00.1400.413.50020	1,047.61
ALLSTREAM BUSINESS US, INC.	14791331	08/09/2017	887115	606.00.1400.413.50020	1,340.36
CDW GOVERNMENT INC	JKV8203	08/09/2017	2394832	606.00.1400.413.80610	183.81
CDW GOVERNMENT INC	JLK0322	08/09/2017	2394832	606.00.1400.413.80610	143.15
CDW GOVERNMENT INC	JLL7965	08/09/2017	2394832	606.00.1400.413.80610	775.99
CDW GOVERNMENT INC	JMJ9058	08/09/2017	2394832	606.00.1400.413.80610	129.30
CDW GOVERNMENT INC	JML4442	08/09/2017	2394832	606.00.1400.413.80610	247.84
GENESIS EMPLOYEE BENEFITS, INC	IN1066213	08/09/2017	Payroll	606.00.1400.413.30550	25.70
GENESIS EMPLOYEE BENEFITS, INC	IN1079358	08/09/2017	Payroll	606.00.1400.413.30550	25.70
GENESIS EMPLOYEE BENEFITS, INC	IN1073845	08/09/2017	Payroll	606.00.1400.413.30550	5.18
GS DIRECT, INC.	335032	08/09/2017	CIT165	606.00.1400.413.30700	171.39
MN DEPT OF REVENUE	June 2017	07/20/2017	Taxes	606.00.1400.413.50020	0.21
MN DEPT OF REVENUE	June 2017	07/20/2017	Taxes	606.00.1400.413.60041	1.38
MN DEPT OF REVENUE	June 2017	07/20/2017	Taxes	606.00.1400.413.60042	1.30
MN DEPT OF REVENUE	June 2017	07/20/2017	Taxes	606.00.1400.413.60065	0.07
OFFICE OF MN. IT SERVICES	DV17050538	08/09/2017	200B00171	606.00.1400.413.30700	348.00
OFFICE OF MN. IT SERVICES	DV17060525	08/09/2017	200B00171	606.00.1400.413.30700	348.00
TDS METROCOM	7/13/17 651 457 7490	07/26/2017	651 457 7490	606.00.1400.413.50020	173.64
US INTERNET	110-080034-0046	08/09/2017	8/10/17-9/9/17	606.00.1400.413.30700	220.00
VERIZON WIRELESS	9789822372	08/09/2017	Telephone	606.00.1400.413.50020	51.39
WORKS COMPUTING, INC.	28099	07/26/2017	INVER	606.00.1400.413.30700	1,260.00
Fund: 606 - TECHNOLOGY FUND					6,500.02
BARR ENGINEERING COMPANY	23190328.16-16	08/02/2017	2016 PROJECT REVIEWS	702.229.2296102	1,824.26
CHRISTIAN, HEIDI	6/23/17	07/26/2017	ESCROW RELEASE - 7536 AUBURN	702.229.2291901	500.00
CULLIGAN	6/30/17 157-98473242-8	07/26/2017	157-98473242-8	702.229.2286300	50.85
GUARANTY COMMERCIAL TILE, INC.	7/27/17	08/09/2017	ESCROW REDUCTION 8811 AVIARY	702.229.2287102	9,000.00
H&T TRUCKING, LLC	7/17/17	07/26/2017	ESCROW RELEASE 6653 CONCORD	702.229.2292901	633.97
H&T TRUCKING, LLC	7/17/17	07/26/2017	ESCROW RELEASE 6653 CONCORD	702.229.2293101	750.00
LEVANDER, GILLEN & MILLER P.A.	81000E 6/17 Blackstone P	07/26/2017	Legal	702.229.2299302	44.00
LEVANDER, GILLEN & MILLER P.A.	81000E 6/17 Blackstone P	07/26/2017	Legal	702.229.2299302	590.00
LEVANDER, GILLEN & MILLER P.A.	81000E 6/17 Blackstone R	07/26/2017	Legal	702.229.2296102	1,012.00
LEVANDER, GILLEN & MILLER P.A.	81000E 6/17 Blackstone Vi	07/26/2017	Legal	702.229.2287302	376.00
LEVANDER, GILLEN & MILLER P.A.	81000E 6/17 Clark Road P	07/26/2017	Legal	702.229.2292201	271.00
LEVANDER, GILLEN & MILLER P.A.	81000E 6/17 Dakota Pedia	07/26/2017	Legal	702.229.2304302	285.00
LEVANDER, GILLEN & MILLER P.A.	81000E 6/17 Forfeiture-Da	07/26/2017	Legal	702.229.2291000	48.00
LEVANDER, GILLEN & MILLER P.A.	81000E 6/17 Forfeiture-Jas	07/26/2017	Legal	702.229.2291000	8.00
LEVANDER, GILLEN & MILLER P.A.	81000E 6/17 Forfeiture-Jos	07/26/2017	Legal	702.229.2291000	56.00
LEVANDER, GILLEN & MILLER P.A.	81000E 6/17 Forfeiture-Lo	07/26/2017	Legal	702.229.2291000	184.00
LEVANDER, GILLEN & MILLER P.A.	81000E 6/17 Forfeiture-Ric	07/26/2017	Legal	702.229.2291000	152.00
LEVANDER, GILLEN & MILLER P.A.	81000E 6/17 Forfeiture-Sui	07/26/2017	Legal	702.229.2291000	304.00
LEVANDER, GILLEN & MILLER P.A.	81000E 6/17 Forfeiture-Ta	07/26/2017	Legal	702.229.2291000	96.00
LEVANDER, GILLEN & MILLER P.A.	81000E 6/17 Inver Grove C	07/26/2017	Legal	702.229.2287001	44.00

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
LEVANDER, GILLEN & MILLER P.A.	81000E 6/17 Inver Grove F	07/26/2017	Legal	702.229.2300202	323.00
LEVANDER, GILLEN & MILLER P.A.	81000E 6/17 Police-Forfeit	07/26/2017	Legal	702.229.2291000	312.00
LEVANDER, GILLEN & MILLER P.A.	81000E 6/17 Robert Curve	07/26/2017	Legal	702.229.2285901	4,175.18
LEVANDER, GILLEN & MILLER P.A.	81000E 6/17 Sanchez Stor	07/26/2017	Legal	702.229.2291301	83.00
LEVANDER, GILLEN & MILLER P.A.	81000E 6/17 Scott Patnod	07/26/2017	Legal	702.229.2283901	94.00
LEVANDER, GILLEN & MILLER P.A.	81000E 6/17 Tipperary Pla	07/26/2017	Legal	702.229.2302202	131.00
LEVANDER, GILLEN & MILLER P.A.	81000E 6/17 Travel Tags -	07/26/2017	Legal	702.229.2302701	22.00
LILLIE SUBURBAN NEWSPAPERS	6/30/17 001363	08/02/2017	Advertising/Publishing	702.229.2285901	61.25
LILLIE SUBURBAN NEWSPAPERS	6/30/17 001363	08/02/2017	Advertising/Publishing	702.229.2288101	43.75
LILLIE SUBURBAN NEWSPAPERS	6/30/17 001363	08/02/2017	Advertising/Publishing	702.229.2297401	30.63
RAMSEY COUNTY SHERIFF'S DEPT	62SUCR17973 B	07/26/2017	BRANDY JO LORRAINE ROTH	702.229.2291000	200.00
RAMSEY COUNTY SHERIFF'S DEPT	62VB16123945 B	07/26/2017	CASEY LEE NIEDERKORN	702.229.2291000	100.00
RAMSEY COUNTY SHERIFF'S DEPT	62CR168353	08/02/2017	COX MALACHI JACOB	702.229.2291000	250.00
WASHINGTON COUNTY COURT ADMIN	117020203	08/09/2017	BENJAMIN JOHN SHANLEY	702.229.2291000	400.00
Fund: 702 - ESCROW FUND					22,454.89
Grand Total					2,452,689.22



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August 3, 2017

Kristi Smith, Finance Director
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077

Re: Resolution consenting to the redemption of the Nursing Home Revenue Refunding Bonds
(Presbyterian Homes Bloomington Care Center, Inc. Project), Series 2006

Dear Kristi,

On September 28, 2006, the City of Inver Grove Heights, Minnesota (the "City") issued its Nursing Home Revenue Refunding Bonds (Presbyterian Homes Bloomington Care Center, Inc. Project), Series 2006 (the "Series 2006 Bonds"), in the original aggregate principal amount of \$23,265,000, pursuant to Minnesota Statutes, Sections 469.152 through 469.1655, as amended (the "Act"). The proceeds of the Series 2006 Bonds were loaned to Presbyterian Homes Bloomington Care Center, Inc., a Minnesota nonprofit corporation (the "Borrower"), for the purpose of refinancing the Borrower's facility consisting of 98 skilled care nursing home beds, 18 assisted living/memory care units, and an approximately 33,000 square foot town center, which is located at 9901 Penn Avenue South, Bloomington, Minnesota (the "Project").

The Borrower would like to refinance the Project and has requested that the City of St. Paul Park, Minnesota (the "City of St. Paul Park") issue its revenue obligations (the "Bonds") in an aggregate principal amount not to exceed \$35,000,000, a portion of the proceeds of which will be used to redeem and prepay the outstanding Series 2006 Bonds. In order for the City of St. Paul Park to issue the Bonds, the Borrower is requesting that the City council of the City approve the refunding of the City's Series 2006 Bonds.

The City Council is being asked to consider the enclosed resolution on August 14, 2017. By adopting the resolution, the City will consent to the issuance of the Bonds by the City of St. Paul Park to refund, in part, the outstanding Series 2006 Bonds. The enclosed resolution will satisfy the requirements of Section 469.155, subdivision 12 of the Act.

If you have any questions on the foregoing, please do not hesitate to contact me.

KENNEDY & GRAVEN, CHARTERED

Julie Eddington

CITY OF INVER GROVE HEIGHTS, MINNESOTA

RESOLUTION NO. _____

**RESOLUTION CONSENTING TO THE ISSUANCE OF
REVENUE OBLIGATIONS BY THE CITY OF ST. PAUL PARK
TO REFUND REVENUE OBLIGATIONS ISSUED BY THE CITY
OF INVER GROVE HEIGHTS**

BE IT RESOLVED by the City Council of the City of Inver Grove Heights, Minnesota (the “City”), as follows:

Section 1. Recitals.

1.01. Pursuant to Minnesota Statutes, Sections 469.152 through 469.1655, as amended (the “Act”), the City is authorized to carry out the public purposes described in the Act by providing for the issuance of revenue bonds to provide funds to finance or refinance revenue-producing enterprises located within the City, whether or not operated for profit, engaged in providing health care services, including, without limitation, hospitals and related medical facilities or to refund, in whole or in part, bonds previously issued under the authority of the Act.

1.02. Minnesota Statutes, Section 471.656, as amended, authorizes a municipality to issue obligations to finance the acquisition or improvement of property located outside of the corporate boundaries of such municipality if the obligations are issued under a joint powers agreement between the municipality issuing the obligations and the municipality in which the property to be acquired or improved is located. Pursuant to Minnesota Statutes, Section 471.59, as amended, by the terms of a joint powers agreement entered into through action of their governing bodies, two municipalities may jointly or cooperatively exercise any power common to the contracting parties or any similar powers, including those which are the same except for the territorial limits within which they may be exercised and the joint powers agreement may provide for the exercise of such powers by one or more of the participating governmental units on behalf of the other participating units.

1.03. On September 28, 2006, the City issued its Nursing Home Revenue Refunding Bonds (Presbyterian Homes Bloomington Care Center, Inc. Project), Series 2006 (the “Series 2006 Bonds”), in the original aggregate principal amount of \$23,265,000. The Series 2006 Bonds were issued pursuant to the Act and Minnesota Statutes, Sections 471.59 and 471.656, as amended. The City loaned the proceeds of the Series 2006 Bonds to Presbyterian Homes Bloomington Care Center, Inc., a Minnesota nonprofit corporation (the “Borrower”), for the purpose of refinancing the Borrower’s facility consisting of 98 skilled care nursing home beds, 18 assisted living/memory care units, and an approximately 33,000 square foot town center, which is located at 9901 Penn Avenue South, Bloomington, Minnesota (the “Project”).

1.04. The Borrower has proposed that the City consent to the issuance by the City of St. Paul Park, Minnesota or another political subdivision of the State of Minnesota (the “Issuer”) of one or more series of revenue obligations (the “Bonds”) in an aggregate principal amount not to exceed \$35,000,000. The Bonds will be issued in accordance with the terms of the Act and Minnesota Statutes, Section 471.656, subdivision 2(2).

1.05. The Borrower intends to apply a portion of the proceeds of the Bonds to refund the outstanding principal amount of the Series 2006 Bonds and refinance the Project.

Section 2. Approval. The City Council hereby consents to the issuance of the Bonds by the Issuer to, among other things, refund the City's outstanding Series 2006 Bonds, subject to final approval by the governing body of the Issuer, following the preparation of bond documents and a determination by the Issuer to issue the Bonds.

Section 3. Costs. The Borrower will pay and upon demand, reimburse the City for payment of, any and all costs incurred by the City in connection with the refunding the City's outstanding Series 2006 Bonds and the issuance of the Bonds, whether or not the Bonds are issued.

Section 4. Effective Date. This resolution shall be in full force and effect from and after its passage.

Adopted by the City Council of the City of Inver Grove Heights, Minnesota, this 14th day of August, 2017.

Mayor

ATTEST:

City Administrator

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Establishing a Joint Meeting with the Parks and Recreation Commission

Meeting Date: August 14, 2017
 Item Type: Consent Agenda
 Contact: Eric Carlson – 651.450.2587
 Prepared by: Eric Carlson
 Reviewed by:

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

The Council is asked to establish a joint work study session with the Parks and Recreation Commission on Monday, October 16, 2017. The meeting will be held at the Veterans Memorial Community Center in Community Room 1 beginning at 6:00 pm. The purpose of the meeting will be to discuss the future of the park system and the funding necessary to support the future vision of the Inver Grove Heights Parks and Recreation Commission.

SUMMARY

The Council and Parks and Recreation Commission should meet so that the Commission can share its vision of the park system with the Council in an effort to establish a sustainable funding plan so that the vision can be preserved. A tentative agenda is as follows:

**CITY OF INVER GROVE HEIGHTS
 A G E N D A
 CITY COUNCIL WORK SESSION
 OCTOBER 16, 2017, 6:00 PM
 VETERANS MEMORIAL COMMUNITY CENTER
 COMMUNITY ROOM 1**

A. Call to Order – Mayor Tourville

1. Tour Splash Pool and East Rink Improvements (15 minutes)
2. Discuss Future of Our Parks
3. Miscellaneous

B Adjournment

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Approval of Joint Powers Agreement with Dakota County for Community Engagement Related to Park Planning/2040 Comprehensive Plan

Meeting Date: August 14, 2017
 Item Type: Consent Agenda
 Contact: Eric Carlson – 651.450.2587
 Prepared by: Eric Carlson
 Reviewed by:

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider approval of a Joint Powers Agreement (JPA) between the City of Inver Grove Heights and Dakota County. The purpose of the JPA is for the County to provide a \$15,000 grant to the City to hire Hoisington Koepler Group (HKGI) to help the City develop a pilot park planning design process and community engagement strategy for future City Park improvements. The grant is provided by the Dakota County Public Health Department and the Statewide Health Improvement Partnership. The City's additional contribution towards the grant is \$5,000 of in-kind services/cash. If necessary, any city cash would come from the Park Acquisition and Development Fund (Fund 402).

SUMMARY

The City has received a \$15,000 grant from the Dakota County Public Health Department and the Statewide Health Improvement Partnership to help the City develop a pilot park planning design process and community engagement strategy for future City Park improvements. The goal of the process is to:

- Encourage active living and access to healthy food options
- Ensure park design meets the needs of changing demographics
- Develop strategies that engage community members who typically may not participate in such a process

As a pilot site, we will utilize North and South Valley Parks to create a park plan that will meet the future needs of the neighborhood and the community at large. Lessons learned through the process will be utilized in other park planning activities in the NW area and other parks in the City.

The project deliverables include:

- Summary of feedback received through the community engagement process
- Summary of site analysis
- Schematic design concept based on public input
- Phasing and implementation strategies
- Summary of design process/lessons learned
- Information formatted to be included in the 2040 Comprehensive Plan

One of the requirements of the grant is to acknowledge the financial support as follows: "Supported by the Statewide Health Improvement Partnership, Minnesota Department of Health and the Dakota County Public Health Department".

The Parks and Recreation Commission is recommending approval.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Change Order No. 4 for the 2015 Capital Improvement Program, City Project No. 2015-13 – NWA Trunk Utility Improvements, Argenta District (70th Street Lift Station to Blackstone Ridge) and 2015-16 – Trunk Utilities, Argenta Trail to Blackstone Ridge

Meeting Date: August 14, 2017
 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

SAT
efp

Fiscal/FTE Impact:

☐	None
☐	Amount included in current budget
☐	Budget amendment requested
☐	FTE included in current complement
☐	New FTE requested – N/A
☒	Other: 511 NWA Water Fund and 512 NWA Sewer Fund

PURPOSE/ACTION REQUESTED

Consider Change Order No. 4 for the 2015 Capital Improvement Program, City Project No. 2015-13 – NWA Trunk Utility Improvements, Argenta District (70th Street Lift Station to Blackstone Ridge) and City Project No. 2015-16 – Trunk Utilities, Argenta Trail to Blackstone Ridge.

SUMMARY

The improvements were ordered as part of the 2015 Capital Improvement Program. The contract was awarded in the amount of \$6,402,333.35 to EJM Pipe Services on April 11, 2016.

Change Order No. 4 is to resolve payment for additional recovery pits on the project. The contractor encountered an unknown soil condition that included an underground spring/flowage that halted their trenchless operations and created an unsafe environment for the contractors. Two new pits were required to be constructed in this area to dewater the area and create a stable soil environment. The pipe was then installed according to the plans and specifications. There were two sanitary sewer pit prices bid for the project in the amounts of \$215,000 and \$225,000 per pit, respectively. The two new pits required to construct the pipe through this area were not as complex as the other pits, so a price was negotiated to \$200,000 to complete the pits. The project is substantially complete with few remaining items to pay and within project contingency and budget with the addition of this change order. The change order will be funded with the contingency funds in the project budget.

I recommend approval of Change Order No. 4 for \$200,000.00 for a revised contract amount of \$6,666,358.03 for work on the 2015 Capital Improvement Program, City Project No. 2015-13 – NWA Trunk Utility Improvements, Argenta District (70th Street Lift Station to Blackstone Ridge) and City Project No. 2015-16 – Trunk Utilities, Argenta Trail to Blackstone Ridge. Funding would come from the NWA Sewer Fund.

TJK/me

Attachments: Change Order No. 4

CHANGE ORDER NO. 4

City Project Nos. 2015-13 & 2015-16

NWA Trunk Utility Improvements Argenta District (70th Street Lift Station to Blackstone Ridge) and Trunk Utilities, Argenta Trail to Blackstone Ridge

Owner: City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077	Date of Issuance: August 4, 2017
Contractor: EJM Pipe Services.	Engineer: Justin Ernst, Bolton & Menk, Inc.
<u>Purpose of Change Order</u> To pay for two additional sanitary sewer boring pits that were required because of unsuitable soils and underground water.	
CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$ 6,402,333.35	Original Contract Time:
Previous Change Order Nos. 1, 2 & 3 \$ 64,024.68	Net Change from Previous Change Orders: 0
Contract Price Prior to this Change Order \$ 6,466,358.03	Contract Time Prior to this Change Order
Net Increase of this Change Order: \$ 200,000.00	Net Increase of Change Order:
Contract Price with all Approved Change Orders \$ 6,666,358.03	Contract Time with Approved Change Orders
Recommended By: <u>Mike Edwards</u> Mike Edwards, Engineering Technician	Approved By: _____ EJM Pipe Services

Approved By:

Thomas J. Kaldunski
Thomas J. Kaldunski, City Engineer

Approved By:

George Tourville, Mayor

Date of Council Action:

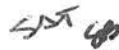
August 14, 2017

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Change Order No. 1 for the 2017 Capital Improvement Program, City Project No. 2017-02 – NWA Watermain Improvements, 65th Street Loop

Meeting Date: August 14, 2017
 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



Fiscal/FTE Impact:

- | | |
|-------------------------------------|------------------------------------|
| ☐ | None |
| ☐ | Amount included in current budget |
| ☐ | Budget amendment requested |
| ☐ | FTE included in current complement |
| ☐ | New FTE requested – N/A |
| ☒ | Other: 511 NWA Water Fund |

PURPOSE/ACTION REQUESTED

Consider Change Order No. 1 for the 2017 Capital Improvement Program, City Project No. 2017-02 – NWA Watermain Improvements, 65th Street Loop.

SUMMARY

The improvements were ordered as part of the 2017 Capital Improvement Program. The contract was awarded in the amount of \$1,362,495.50 to G.F. Jedlicki on March 27, 2017.

Change Order No. 1 is being recommended because the contractor encountered hard limestone bedrock while installing the 16" watermain. Directional drilling operations cannot go through bedrock such as this. Alternate alignments and depths were evaluated, but the easement and future plans through the Loch Gregor Development limited the options to change the alignment. Also, additional borings were completed by the contractor that indicated the bedrock being more extensive than anticipated.

The contractor can install the pipe by using a guided auger boring method, the same method used to install the pipe on much of the City Project Nos. 2015-13 and 2015-16. The price being proposed in the change order equates to approximately \$100/LF cheaper price than the aforementioned projects. We feel this is a very fair price and will allow the watermain to be installed near the planned alignment.

In addition, there will be subsequent project savings because of a shortened crossing at TH 3. For these reasons, we feel the overall project cost will come in within a typical construction contingency (10%). The Argenta District Projects (2015-10, 2015-11, 2015-13, 2015-16 and 2017-02) as a whole are within planned budget.

I recommend approval of the Change Order No. 1 in the amount of \$173,518.00, for a revised contract amount of \$1,563,013.50. Funding would come from the NWA Water Fund.

TJK/me

Attachments: Change Order No. 1

CHANGE ORDER NO. 1

2017 Capital Improvement Program, City Project No. 2017-02 – NWA Watermain Improvements, 65th Street Loop

Owner: City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077	Date of Issuance: August 4, 2017
Contractor: G.F. Jedlicki	Engineer: Bolton & Menk, Inc.
PURPOSE OF CHANGE ORDER: To pay for watermain that needs to be constructed via guided auger bore in lieu of directional drilling because of unknown limestone bedrock that was encountered.	
CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Proposed Contract Price: \$1,362,495.50	Original Contract Time:
Previous Change Orders \$0	Net Change from Previous Change Orders
Contract Price Prior to this Change Order \$1,362,495.50	Contract Time Prior to this Change Order
Net Increase (Decrease) of this Change Order \$173,518.00	Net Increase (Decrease) of Change Order
Contract Price with all Approved Change Orders \$1,536,013.50	Contract Time with Approved Change
Recommended By:  Michael Edwards, Engineering Technician	Approved By: _____ Garrett Jedlicki, G.F. Jedlicki

Approved By:


Thomas J. Jaldunski, City Engineer

Approved By:

George Tourville, Mayor

Date of Council Action:

August 14, 2017

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Final Compensating Change Order No. 1, Final Pay Voucher No. 1, Engineer's Final Report, and Resolution Accepting Work for City Project No. 2017-09A – Crackseal

Meeting Date: August 14, 2017

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

Fiscal/FTE Impact:

☐	None
☐	Amount included in current budget
☐	Budget amendment requested
☐	FTE included in current complement
☐	New FTE requested – N/A
☒	Other: Pavement Management Fund (440)

PURPOSE/ACTION REQUESTED

Consider Final Compensating Change Order No. 1, Final Pay Voucher No. 1, Engineer's Final Report, and Resolution Accepting Work for City Project No. 2017-09A – Crackseal.

SUMMARY

The improvements were ordered as part of the 2017 Pavement Management Program. The contract was awarded in the amount of \$74,984.60 to Astech Corp. on March 27, 2017 for City Project No. 2017-09A – Crackseal.

Final Compensating Change Order No. 1, in the amount of (\$7,962.50), is for the elimination of Alternate D and the decrease in street sweeping hours. The contractor has completed the work through July 31, 2017 in accordance with the contract plans and specifications.

I recommend approval of Final Compensating Change Order No. 1 in the amount of (\$7,962.50), Final Pay Voucher No. 1 in the amount of \$67,022.10, Engineer's Final Report, and Resolution Accepting Work for City Project No. 2017-09A – Crackseal.

TJK/nh

Attachments: Final Compensating Change Order No. 1
 Final Pay Voucher No. 1
 Engineer's Final Report
 Resolution Accepting Work

CONSTRUCTION PAYMENT VOUCHER

ESTIMATE NO: One (1) FINAL

DATE: August 14, 2017

PERIOD ENDING: July 31, 2017

CONTRACT: 2017 Pavement Management Program

PROJECT NO: 2017-09A Cracksealing

TO: Astech Corp.
P.O. Box 1025
St. Cloud, MN 56302

Original Contract Amount	\$74,984.60
Total Addition	\$0.00
Total Deduction (Change Order No. 1)	(\$7,962.50)
Total Contract Amount.....	\$67,022.10
Total Value of Work to Date.....	\$67,022.10
Less Retained (0%).....	\$0.00
Less Previous Payment.....	\$0.00
Total Approved for Payment this Voucher.....	\$67,022.10
Total Payments including this Voucher	\$67,022.10

Approvals:

Pursuant to our field observation, I hereby recommend for payment the above-stated amount for work performed through July 31, 2017.

Signed by: 
Thomas J. Kaldunski, City Engineer

August 14, 2017

Signed by: _____ Date _____
Astech Corp.

Signed by: _____ August 14, 2017
George Tourville, Mayor

**2017 PAVEMENT MANAGEMENT PROGRAM
CITY PROJECT NO. 2017-09A – CRACKSEALING**

August 14, 2017

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

ENGINEER'S REPORT OF FINAL ACCEPTANCE

**CITY PROJECT NO. 2017-09A
CRACK SEAL**

August 14, 2017

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 Astech Corp. The work consisted of crack sealing.

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	\$74,984.60
CHANGE ORDERS (Decrease)	(\$7,962.50)
FINAL CONTRACT AMOUNT	\$67,022.10
FINAL VALUE OF WORK	\$67,022.10
PREVIOUS PAYMENTS	\$0.00
BALANCE DUE	\$67,022.10

Sincerely,



Thomas J. Kaldunski, P.E.
City Engineer

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

**RESOLUTION ACCEPTING WORK OF ASTECH CORP. AND AUTHORIZING FINAL PAYMENT IN
THE AMOUNT OF \$67,022.10**

**2017 PAVEMENT MANAGEMENT PROGRAM
CITY PROJECT NO. 2017-09A – CRACKSEAL**

RESOLUTION NO. _____

WHEREAS, pursuant to a written contract with the City of Inver Grove Heights dated March 27, 2017, Astech Corp. satisfactorily completed improvements and appurtenances for the 2017 Pavement Management Program, City Project No. 2017-09A – Crackseal.

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 14th day of August 2017.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

PAYMENT #1 FINAL
2017 PAVEMENT MANAGEMENT PROGRAM
CRACKSEAL PROJECT
City Project # 2017-09A

Item No.	Schedule 1 (Area 1)	Unit	Contract Quantity	Quantity to Date	Unit Price	Total Estimated Price	Contract Cost to Date
1	F & I Crack Sealant (Street)	STA	188.1	188.1	\$ 117.00	\$ 22,007.70	\$ 22,007.70
2	Street Sweeping	HR	40.0	11.0	\$ 120.00	\$ 4,800.00	\$ 1,320.00
3	Traffic Control	LS	1.0	1.0	\$ 200.00	\$ 200.00	\$ 200.00
Schedule 1 (Area 1) Total:						\$ 27,007.70	\$ 23,527.70

Item No.	Schedule 2 (Area 2)	Unit	Contract Quantity	Quantity to Date	Unit Price	Total Estimated Price	Contract Cost to Date
1	F & I Crack Sealant (Street)	STA	57.9	57.9	\$ 117.00	\$ 6,774.30	\$ 6,774.30
3	Street Sweeping	HR	12.0	9.0	\$ 120.00	\$ 1,440.00	\$ 1,080.00
4	Traffic Control	LS	1.0	1.0	\$ 200.00	\$ 200.00	\$ 200.00
Schedule 2 (Area 2) Total:						\$ 8,414.30	\$ 8,054.30

Item No.	Schedule 3 (Area 3)	Unit	Contract Quantity	Quantity to Date	Unit Price	Total Estimated Price	Contract Cost to Date
1	F & I Crack Sealant (Street)	STA	19.5	19.5	\$ 117.00	\$ 2,281.50	\$ 2,281.50
2	Street Sweeping	HR	5.0	4.0	\$ 120.00	\$ 600.00	\$ 480.00
3	Traffic Control	LS	1.0	1.0	\$ 200.00	\$ 200.00	\$ 200.00
Schedule 3 (Area 3) Total:						\$ 3,081.50	\$ 2,961.50

Base Bid (Schedules 1-3) Total: **\$ 38,503.50** **\$ 34,543.50**

Item No.	Alternate A	Unit	Contract Quantity	Quantity to Date	Unit Price	Total Estimated Price	Contract Cost to Date
1	F & I Crack Sealant (Street)	STA	39.6	39.6	\$ 117.00	\$ 4,633.20	\$ 4,633.20
2	Street Sweeping	HR	10.0	6.0	\$ 120.00	\$ 1,200.00	\$ 720.00
3	Traffic Control	LS	1.0	1.0	\$ 200.00	\$ 200.00	\$ 200.00
Alternate A Total:						\$ 6,033.20	\$ 5,553.20

Item No.	Alternate B	Unit	Contract Quantity	Quantity to Date	Unit Price	Total Estimated Price	Contract Cost to Date
1	F & I Crack Sealant (Street)	STA	99.8	99.8	\$ 117.00	\$ 11,676.60	\$ 11,676.60
3	Street Sweeping	HR	20.0	10.0	\$ 120.00	\$ 2,400.00	\$ 1,200.00
4	Traffic Control	LS	1.0	1.0	\$ 200.00	\$ 200.00	\$ 200.00
Alternate B Total:						\$ 14,276.60	\$ 13,076.60

Item No.	Alternate C	Unit	Contract Quantity	Quantity to Date	Unit Price	Total Estimated Price	Contract Cost to Date
1	F & I Crack Sealant (Street)	STA	106.4	106.4	\$ 117.00	\$ 12,448.80	\$ 12,448.80
3	Street Sweeping	HR	25.0	10.0	\$ 120.00	\$ 3,000.00	\$ 1,200.00
4	Traffic Control	LS	1.0	1.0	\$ 200.00	\$ 200.00	\$ 200.00
Alternate C Total:						\$ 15,648.80	\$ 13,848.80

Item No.	Alternate D	Unit	Contract Quantity	Quantity to Date	Unit Price	Total Estimated Price	Contract Cost to Date
1	F & I Crack Sealant (Parking Lot)	LF	950.0	0.0	\$ 0.55	\$ 522.50	\$ -
Alternate D Total:						\$ 522.50	\$ -

Subtotal (Alternates A and D): **\$ 36,481.10** **\$ 32,478.60**

Total Base Bid + Alternates A and D: **\$ 74,984.60** **\$ 67,022.10**

Original Contract Amount: **\$ 74,984.60**

Current Contract Amount: **\$ 74,984.60**

Contract Work Completed to Date:	\$ 67,022.10
Retainage (0%):	\$ -
Previous Payments:	\$ -
Amount Due This Final Payment #1:	\$ 67,022.10

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Approve Stormwater Facilities Maintenance Agreement for 5842 Carmen Ave, Travel Tags (Lot 1, Block 1, Taylor Addition)

Meeting Date: August 14, 2017
Item Type: Consent
Contact: Thomas J. Kaldunski, City Engineer TJK
Prepared by: Thomas J. Kaldunski, 651.450.2572
Reviewed by: Scott D. Thureen, Public Works Director SDT

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

PURPOSE/ACTION REQUESTED

Approve Stormwater Facilities Maintenance Agreement for 5842 Carmen Ave, Travel Tags (Lot 1, Block 1, Taylor Addition).

SUMMARY

Travel Tags has applied for a building permit for an expansion of their business. Travel Tags has provided a plan that meets current City standards for grading, erosion control and storm water management.

Travel Tags has signed a Stormwater Facilities Maintenance Agreement (attached). An engineering escrow of \$1,500.00 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 Stormwater Facilities Maintenance Agreement for 5842 Carmen Ave, Travel Tags (Lot 1, Block 1, Taylor Addition).

TJK/mw

Attachments: Storm Water Facilities Maintenance Agreement

STORMWATER FACILITIES MAINTENANCE AGREEMENT
FOR LOT 1, BLOCK 1, TAYLOR ADDITION, INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

THIS STORMWATER FACILITIES MAINTENANCE AGREEMENT (Agreement) is made, entered into and effective this 14th day of August, 2017, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as City) and Taylor Corporation, a Minnesota corporation (hereafter referred to as Landowner and Responsible Owner). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

ARTICLE 1
DEFINITIONS

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

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

1.3 Landowner. "Landowner" means Taylor Corporation, a Minnesota corporation, and its successors and its assigns.

1.4 Stormwater Facilities. "Stormwater Facilities" means each and all of the following, individually and collectively, to the extent located within the Landowner Property:

Any existing or future infiltration basin, stormwater pond, drainage swales, drain tiles, side slopes, catch basins, valves, manholes, stormwater pipes, drainage areas and appurtenances lying within the Landowner Property.

Stormwater Facilities also includes all storm water features on the Landowner Property from the catch basin upstream as shown on the map prepared by the City attached hereto as Exhibit D.

1.5 Stormwater Facility Plan. “Stormwater Facility Plan” means the Site Grading, Drainage & Erosion Control Plan prepared by Oleson + Hobbie Architects dated June 16, 2017 approved by the City Engineer on June 30, 2017. The Stormwater Facility Plan is attached as **Exhibit D**. The Stormwater Facility Plan also includes the map prepared by the City attached as part of Exhibit D. The Stormwater Facility Plan includes the Operations and Maintenance Plan attached as **Exhibit B**. The Stormwater Facility Plan is on file with the City.

The Stormwater Facility Plan also includes modifications of the above referenced Stormwater Facility Plan as approved from time to time by the City Engineer.

1.6 Landowner Property. “Landowner Property” means that certain real property located in the City of Inver Grove Heights, Dakota County, Minnesota legally described on **Exhibit A**.

1.7 Responsible Owner. “Responsible Owner” means, jointly and severally, all of the following:

The fee title owner of the property legally described on Exhibit A attached hereto, and the successors and assigns of such fee title owner.

1.8 NWA Stormwater Manual. “NWA Stormwater Manual” means the Inver Grove Heights Northwest Area Stormwater Manual prepared by Emmons & Olivier Resources dated July 2006, and as adopted by the City of Inver Grove Heights and codified in Section 10-13J-5 (H) of the Inver Grove Heights City Code, as amended from time to time by amendment of general applicability.

ARTICLE 2 **RECITALS**

Recital No. 1. Landowner owns the Landowner Property.

Recital No. 2. Landowner has requested that the City approve site plans for a secured loading dock on the Landowner Property.

Recital No. 3. The City is willing to approve the site plans if, among other things, Landowner executes this Stormwater Facilities Maintenance Agreement.

Recital No. 4. By this Agreement the parties seek to:

- a.) impose upon the Responsible Owner the responsibility of maintaining the Stormwater Facilities, notwithstanding the fact that the Stormwater Facilities may exist within easements dedicated or granted to the City and the public.
- b.) provide a mechanism where the City may charge-back to the Responsible Owner any maintenance work that the City performs with respect to the Stormwater

Facilities in the event the Responsible Owner fails to perform its obligations to maintain the Stormwater Facilities.

- c.) provide the City with right of access over the Landowner Property to access the Stormwater Facilities, when needed.

ARTICLE 3

RESPONSIBILITY FOR MAINTENANCE

3.1 Construction of Stormwater Facilities. Responsible Owner agrees that on or before December 31, 2017, the Stormwater Facilities shall be constructed and installed in accordance with the Stormwater Facility Plan at the sole expense of Responsible Owner at a location and in a configuration as approved by the City.

3.2 Maintenance of Stormwater Facilities. The Responsible Owner is obligated at its expense to perpetually maintain the Stormwater Facilities (including the pond and all storm water features on the Landowner Property from the catch basin upstream as shown on the map prepared by the City attached hereto as Exhibit D) in accordance with the Standard of Maintenance set forth in Section 3.3 hereof. The Responsible Owner shall not modify, alter, remove, eliminate or obstruct the Stormwater Facilities for as long as the Stormwater Facilities exist. The Responsible Owner shall also insure that the Stormwater Facilities always remain in compliance with the Stormwater Facility Plan. The responsibility of the Responsible Owner for maintaining the Stormwater Facilities on the Lot exists even though the event or omission which caused the need for maintenance of the Stormwater Facilities may arise on property outside of the Landowner Property.

3.3 Standard of Maintenance. The Responsible Owner must meet the Standard of Maintenance set forth in this Section 3.3.

The Standard of Maintenance shall comply with all of the following:

- a.) The Standard of Maintenance shall comply with the standards contained in Title 9, Chapter 5 of the Inver Grove Heights City Code (as amended from time to time, by amendment of general applicability);
- b.) The Standard of Maintenance shall comply with the stormwater maintenance standards and bio-retention standards and requirements as set forth in the **NWA Stormwater Manual** (as amended from time to time, by amendment of general applicability). The NWA Stormwater Manual is on file with the City's Director of Public Works;
- c.) The Standard of Maintenance shall comply with the City approved Operations & Maintenance Plan hereafter referenced;
- d.) The Standard of Maintenance shall comply with the Watershed Management Plan of the Watershed Management Organization for the Watershed District within which the Landowner Property is located.

e.) The Standard of Maintenance shall include but not be limited to each of the following:

- i. The Responsible Owner shall monitor the Stormwater Facilities and shall as soon as possible correct any malfunction or deficiency in the operation of such structure so as to ensure that the structure operates in conformance with the design parameters.
- ii. Responsible Owner must comply with Section IV of the NWA Stormwater Manual which outlines the requirements for the operations and maintenance of Long Term Best Management Practices (BMP's) for stormwater facilities. The City has prepared an Operations & Maintenance Plan to show how the Responsible Owner will operate and maintain Long Term Best Management Practices for the Stormwater Facilities being constructed on the Landowner Property. The Operations & Maintenance Plan is attached hereto as **Exhibit B**. The Operations & Maintenance Plan has been approved by the City. The Responsible Owner and the successors and assigns thereof shall be responsible for following the Operations & Maintenance Plan. The Operations & Maintenance Plan shall be on file with the City's Director of Public Works.
- iii. The Responsible Owner shall be required to reduce total suspended solids by 85% from pre-improvement rates and to reduce phosphorus levels by 60% from pre-improvement levels. When requested by the City, the Responsible Owner shall be required to monitor and test the stormwater discharges at the Responsible Owner's expense, to ensure compliance with these requirements. The Responsible Owner is required to install and maintain stormwater facilities that are designed to infiltrate one (1) inch of impervious surface runoff from the Landowner Property. The Responsible Owner shall provide the City with test results of the discharge on an annual basis when testing is requested.
- iv. The Landowner and Responsible Owner shall submit the following information to the City:
 - a. Contact information for the Responsible Owner;
 - b. The annual report attached as **Exhibit C** demonstrating that post construction maintenance is being accomplished per the Operations & Maintenance Plan;
 - c. The GPS coordinates for the Stormwater Facilities shall be provided to the City after construction is completed. Stormwater Facilities smaller than 200 square feet can be located with one GPS coordinate. Stormwater Facilities larger than 200 square feet shall have outlet coordinates and the corners of the Stormwater Facilities located by GPS. The GPS readings shall be provided to the City before the Stormwater Facilities are covered.

If the Stormwater Facility Plan is inconsistent with the Standard of Maintenance or if components within the Standard of Maintenance are inconsistent with other components within the

Standard of Maintenance, then that provision, term or component which imposes a greater and more demanding obligation shall prevail.

On December 31 of each year, the Responsible Owner shall submit to the City an annual report that identifies all of the tests, inspections, corrective measures and other activities conducted by the Responsible Owner under the Operations & Maintenance Plan for the preceding year. The annual report shall also identify any conditions of non-compliance with the Standard of Maintenance during the preceding year and the annual report shall address how the conditions of non-compliance were cured. The annual report shall also include the information shown on the form attached hereto as **Exhibit C**.

3.4 Notice of Non-Compliance with Section 3.3 and 3.4; Cure Period. If the City's Director of Public Works ("DPW") determines, at his reasonable discretion, that the Responsible Owner has not complied with the Standard of Maintenance, the DPW shall provide written notice to the Responsible Owner of such failure to comply with the Standard of Maintenance. This notice shall specify that the Responsible Owner will have thirty (30) days to comply with the Standard of Maintenance, unless thirty (30) days is not practicable for the Responsible Owner to cure the default, in which case the Responsible Owner shall be given a reasonable time, as determined by the DPW, to cure the default provided the Responsible Owner has commenced a suitable cure within the initial thirty (30) days. Notwithstanding the requirement contained in this Section relating to written notice and opportunity of the Responsible Owner to comply with the Standard of Maintenance, in the event of an emergency as determined by the DPW, the City may perform the work to be performed by the Responsible Owner without giving any notice to the Responsible Owner and without giving the Responsible Owner thirty (30) days to comply with the Standard of Maintenance. If the City performs emergency service work, the Responsible Owner shall be obligated to repay the City the costs incurred to perform the emergency service work, and the City shall follow those procedures set forth in Sections 3.5 and 3.6 with respect to the billing, collection and/or tax certification of such costs.

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

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

3.6 Certification of Costs Payable With Taxes; Special Assessments. If payment is not made under Section 3.5 by the Responsible Owner with respect to the Landowner Property, the City may certify to Dakota County the amounts due as payable for the Landowner Property in the next calendar year; such certifications may be made under Minnesota Statutes,

Chapter 444 in a manner similar to certifications for unpaid utility bills. The Responsible Owner waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Landowner Property.

Further, as an alternate means of collection, if the written billing is not paid by the Responsible Owner, the City, without notice and without hearing, may specially assess the Landowner Property for the costs and expenses incurred by the City. The Responsible Owner hereby waives any and all procedural and substantive objections to special assessments for the maintenance costs including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Landowner Property. The Responsible Owner waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Responsible Owner acknowledges that the benefit from the performance of maintenance tasks by the City to ensure compliance with the Standard of Maintenance equals or exceeds the amount of the charges and assessments for the maintenance costs that are being imposed hereunder upon the Landowner Property. Nothing in this paragraph shall be deemed to impair Responsible Owner's right to dispute the amount assessed as exceeding the usual and customary amounts charged by the City given the task, work, construction or improvement performed by the City to ensure compliance with Section 3.3.

3.7 Obligation For Maintenance Notwithstanding Public Easement. The Responsible Owner agrees that its obligations relating to maintenance of the Stormwater Facilities exist notwithstanding the fact that the Stormwater Facilities may be located in whole or in part within public easements.

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

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

- a.) failure by the Responsible Owner to observe or perform any covenant, conditions, obligation or agreement on their part to be observed or performed under this Agreement;
- b.) failure by the Responsible Owner to pay contractors, subcontractors, laborers, or material men;
- c.) failure by the Responsible Owner to pay for any materials that may be used by the Responsible Owner to maintain the Stormwater Facilities; and
- d.) construction of the Stormwater Facilities.

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

ARTICLE 4 **ESCROW DEPOSIT**

4.1 Engineering Escrow Amount. The Landowner 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 Storm Water Facility Plan and this Agreement and other associated City costs. Fees will be calculated at the City's standard rates charged for such tasks.

Upon satisfactory completion of the Stormwater Facilities, the City shall return to the Landowner any remaining portion of the Engineering Escrow Amount not otherwise previously charged the Landowner.

ARTICLE 5 **CITY'S COVENANTS**

5.1 Approval of Plans. The City agrees that if Landowner executes this Stormwater Facilities Maintenance Agreement and if the other conditions set forth in the City Engineer Memo dated May 24, 2017, are met, the City will approve the site plans for the secured loading dock on the Landowner Property.

ARTICLE 6 **MISCELLANEOUS**

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

6.2 Amendment and Waiver. The parties hereto may by mutual written agreement amend this Agreement in any respect. Any party hereto may extend the time for the performance of

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

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

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

6.5 Consent. Landowner consents to the recording of this Agreement.

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

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

If to Landowner: Taylor Corporation
1725 Roe Crest Drive
North Mankato, MN 56003

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.

[Remainder of Page Intentionally Left Blank]

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Michelle Tesser, City Clerk

(CITY SEAL)

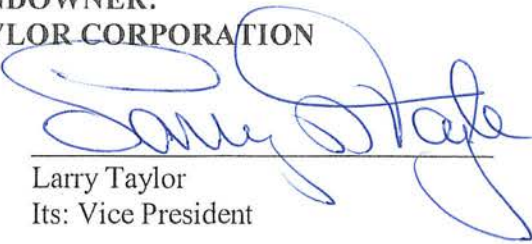
STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this 14th day of August, 2017, before me a Notary Public within and for said County, personally appeared George Tourville and Michelle Tesser to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and 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 City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

**LANDOWNER:
TAYLOR CORPORATION**

By:


Larry Taylor
Its: Vice President

STATE OF MINNESOTA)

COUNTY OF Nicollet)

SS.

On this 2nd day of August, 2017, before me a Notary Public within and for said County, personally appeared Larry Taylor, who being by me duly sworn, did say that he is the Vice President of Taylor Corporation, the corporation named in the foregoing instrument, and said Vice President acknowledged said instrument to be the free act and deed of said corporation.




Notary Public

THIS INSTRUMENT DRAFTED BY:

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

**AFTER RECORDING PLEASE
RETURN TO:**

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

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER PROPERTY

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

Lot 1, Block 1, Taylor Addition, Dakota County, Minnesota.

EXHIBIT B
OPERATIONS & MAINTENANCE PLAN

MAINTENANCE PLAN

Maintenance of the Stormwater Facilities shall be performed as outlined in Table 1.1 below to ensure a healthy and functioning Stormwater Facility conforming to the intend of the original design parameters. Maintenance shall be completed annually by September 30. An annual inspection report shall be submitted to the City Engineering Division by December 31 of each year to demonstrate that post-construction maintenance is being accomplished per this Operations and Maintenance Plan.

TABLE 1.1 – MAINTENANCE ACTIVITIES

Maintenance Activity	Frequency	Procedure	Maintenance Done By
1. Sediment, trash and debris removal from inlet, outlets, pipes and structures.	Annually in spring and fall as needed.	Remove trash and/or debris. Pruning and weeding, mow filter strip	Property owner unless designated
2. Sediment, trash and debris removal from bio-filtration basin and swale	Annually in spring and fall as needed.	Remove sediment and restore bio-filtration basin and swale to capacity	Property owner unless designated
3. Erosion repair and vegetation replacement.	Annually in spring and fall as needed.	Repair eroded areas and re-seed, re-sod, re-plant and mulch as necessary and remove dry, dead or severely diseased vegetation	Property owner unless designated
4. Mulch replacement	Every 2 to 3 years or as needed to maintain 3" to 4" depth	If applicable, add shredded hardwood mulch	Property owner
5. Watering	As needed	Provide 1 inch of water when plants show signs of stress	Property owner
6. Vegetation replacement and weeding	Annually in spring and fall	Replace dead vegetation and remove evasive or unwanted plants	Property owner
7. Clean/fix structural components	As needed per inspection	Dependent on the type of damage; repair components per manufacturer's recommendations	Property owner unless designated
8. Replacement of the bio-retention device.	Bio-retention device failure.	The owner shall notify the City and make repairs within 60 days, unless otherwise approved by the City Engineer.	Property owner unless designated

EXHIBIT C
ANNUAL INSPECTION FORM

CITY OF INVER GROVE HEIGHTS NPDES INSPECTION PROGRAM									
STRUCTURE ID:			INSPECTION DATE/TIME:				INSPECTOR(S):		
LOCATION:						POND ID:			
EASEMENT									
ACCESSIBLE	Y	N							
STRUCTURES IN ESMT.	Y	N	DESCRIPTION						
TREES IN ESMT.	Y	N	LARGEST DIAMETER (INCHES)						
STRUCTURE	FES	PIPE	CB	SPCD			OTHER		
ATTRIBUTES	TRASH GUARD		WEIR		SURGE BASIN		OTHER		NONE
CONDITION*	ACCEPTABLE		MINOR MAINTENANCE		MAJOR MAINTENANCE		INACCESSIBLE		
END SECTION EROSION	Y	N							
FLOW CONDITION	FLOW PRESENT		NO FLOW		SUBMERGED				
COMMENTS									
VEGETATION/DEBRIS	WEEDS, ETC.		BRUSH, TREES, ETC.		GARBAGE/DEBRIS		NONE		
RESTRICTING FLOW	Y	N							
COMMENTS									
SEDIMENT									
CONDITION**	NONE		MINOR MAINTENANCE		MAJOR MAINTENANCE				
COMMENTS									
RIP RAP	PRESENT:		Y	N					
CONDITION**	OK		MINOR MAINTENANCE		MAJOR MAINTENANCE				
COMMENTS									
ILLICIT DISCHARGE	DATE OF LAST RAINFALL EVENT:								
ODOR	Y	N	COMMENTS:						
COLOR	Y	N	COMMENTS:						
FLOATABLES IN DISCHARGES	Y	N	COMMENTS:						
STAINS/DEPOSITS IN STRUCT.	Y	N	COMMENTS:						
MAINTENANCE PERFORMED:									
SIGNED:					DATE:				

- * Minor Maintenance: i.e. regrout joint, repair trash guard; Major Maintenance: structure separating(ed) from pipe
 ** Minor Maintenance: repair can be done by City crews, Major Maintenance: heavy equip. is needed

SITE GRADING
DRAINAGE &
EROSION
CONTROL PLAN

DATE:

C2



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Approve Encroachment Agreement for 6269 Bolland Trail (Lot 23, Block 1, Woodhaven Ponds)

Meeting Date: August, 14 2017
Item Type: Consent
Contact: Thomas J. Kaldunski, City Engineer
Prepared by: Thomas J. Kaldunski, 651.450.2572
Reviewed by: Scott D. Thureen, Public Works Director

TJK

SST

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

PURPOSE/ACTION REQUESTED

Approve Encroachment Agreement for 6269 Bolland Trail (Lot 23, Block 1, Woodhaven Ponds).

SUMMARY

The owners of 6269 Bolland Trail would like to place a fence in an existing Drainage and Utility Easement. This Drainage and Utility Easement has a sanitary sewer pipe system in it.

The owners, Nic & Christina Eggert have provided a construction plan calling out their proposed fence. They have also signed the Agreement Relating To Landowner Improvements Within City Easement (attached). An engineering escrow of \$500.00 has been provided to cover attorney fees.

It is recommended that the City Council approve the Encroachment Agreement for 6269 Bolland Trail (Lot 23, Block 1, Woodhaven Ponds).

TJK/mw

Attachments: Encroachment Agreement

**AGREEMENT RELATING TO LANDOWNER
IMPROVEMENTS WITHIN CITY EASEMENT ON
LOT 23, BLOCK 1, WOODHAVEN PONDS, DAKOTA COUNTY, MINNESOTA**

THIS AGREEMENT RELATING TO LANDOWNER IMPROVEMENTS WITHIN CITY EASEMENT ON LOT 23, BLOCK 1, WOODHAVEN PONDS (Agreement) is made this 14th day of August, 2017, by and between the City of Inver Grove Heights (hereafter referred to as "City"), a Minnesota municipal corporation, and Nic Eggert and Christina Cowman Eggert, husband and wife (hereafter referred to as "Landowner"). Based on the covenants, agreements, representations and recitals herein contained, the parties agree as follows:

**ARTICLE 1
TERMS**

1.1 **Terms.** Unless specifically defined elsewhere in this Agreement, the following terms shall have the following meanings.

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

1.3 **Subject Land.** "Subject Land" means that certain real property located in the City of Inver Grove Heights, Dakota County, Minnesota legally described as follows:

Lot 23, Block 1, Woodhaven Ponds, Dakota County, Minnesota.

1.4 **City Easement.** "City Easement" means the following easement located on the Subject Land:

The 10 foot wide permanent drainage and utility easement located along the eastern boundary line of the Subject Land as dedicated on the plat of Woodhaven Ponds, Dakota County, Minnesota, which drainage and utility easement contains an existing City sanitary sewer line.

1.5 Landowner. "Landowner" means Nic Eggert and Christina Cowman Eggert, husband and wife, and their assigns and successors in interest with respect to the Subject Land.

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

IF TO CITY:

City of City of Inver Grove Heights
Attention: Director of Public Works
8150 Barbara Avenue
Inver Grove Heights, MN 55077

IF TO LANDOWNER:

Nic Eggert and Christina Cowman Eggert
6269 Bolland Trail
Inver Grove Heights, MN 55076

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.

1.7 Landowner Improvements. "Landowner Improvements" means the fence and related appurtenances and structures to be constructed on the Subject Land within the City Easement.

1.8 City Easement Improvements. "City Easement Improvements" means all existing and future sanitary sewer, municipal water and storm water pipes, conduits, culverts, ditches, ponds, catch basins, water collection mechanisms, drainage facilities, maintenance access routes and other utility appurtenances lying within the City Easement now or in the future.

1.9 Construction Plan. "Construction Plan" means the sketch attached as **Exhibit A** which identifies the location of the Landowner Improvements. The Construction Plan is on file with the City.

1.10 City Utility Costs. "City Utility Costs" means all costs incurred by the City, (whether performed by the City or its agents or contractors), for the inspection of and access to and repair, maintenance and replacement of the City's Easement Improvements located in the City Easement and the placement of additional City Easement Improvements in the City Easement. City Utility Costs, include, without limitation: excavation costs, labor costs, costs of removing fill, costs of re-burying the City Easement Improvements, re-compacting the soils over the City Easement Improvements, restoring the City Easement area, and all engineering and attorneys' fees incurred in connection therewith. City Utility Costs also include the costs of temporarily removing the Landowner Improvements and subsequently replacing the Landowner Improvements in the City Easement, if such costs have not already been paid by the Landowners.

1.11 Pre-Encroachment Costs. "Pre-Encroachment Costs" means a reasonable estimate by the City of the costs the City would have incurred for City Utility Costs if the Landowner Improvements did not exist.

1.12 Cost Differential. "Cost Differential" means the difference between the Pre-Encroachment Costs and the City Utility Costs caused by the existence of the Landowner Improvements. The City's reasonable determination of the amount of the Cost Differential shall be binding on the Landowners. The City's reasonable determination shall be appropriately supported by cost estimates obtained from independent contractors or engineers.

ARTICLE 2 **RECITALS**

Recital No. 1. The undersigned Landowner is the fee title owner of the Subject Land located in Inver Grove Heights, Dakota County, Minnesota.

Recital No. 2 The City Easement is on the Subject Land. The City owns the City Easement. The City Easement Improvements are within the City Easement and future City Easement Improvements may be located within the City Easement.

Recital No. 3. Landowner has requested permission from the City to construct the Landowner Improvements within the City Easement for the benefit of the Subject Land.

Recital No. 4. Subject to the terms of this Agreement, the City is willing to allow the Landowner Improvements to be placed within the City Easement if the following conditions are met:

- a.) The Landowner maintains the Landowner Improvements;
- b.) The Landowner agrees to pay the City any Cost Differential relating to inspections, access, repair, maintenance and replacement of the City Easement Improvements and the placement of any future City Easement Improvements in the City Easement.
- c.) The Landowner agrees to temporarily remove the Landowner Improvements in the event the City has need to access the area where the Landowner Improvements exist in order for the City to inspect, repair, maintain, and replace the existing City Easement Improvements or construct future City Easement Improvements in the Easement Area.
- d.) The Landowner agrees to modify the Landowner Improvements if the Landowner Improvements interfere with the City Easement Improvements.

NOW, THEREFORE, THE CITY OF INVER GROVE HEIGHTS AND THE UNDERSIGNED LANDOWNERS, FOR THEMSELVES AND THEIR SUCCESSORS AND ASSIGNS DO HEREBY AGREE:

ARTICLE 3
AGREEMENTS

3.1 Construction And Maintenance Of Landowner Improvements. Under the terms and conditions stated herein, the Landowner, at Landowner's own cost, is hereby authorized by the City to construct the Landowner Improvements within the City Easement. The Landowner Improvements shall only be placed at the location specified in the Construction Plan and approved by the City Engineer. The Landowner Improvements must be constructed according to the Construction Plan.

The Landowner shall not place any other structures, walls, irrigation systems or buildings within the City Easement except for the Landowner Improvements. The Landowner, at Landowner's expense, shall maintain and repair the Landowner Improvements.

The Landowner shall comply with all required City setbacks.

3.2 City Not Responsible For Landowner Improvements. Nothing contained herein shall be deemed an assumption by the City of any responsibility for construction, maintenance, replacement or repair of the Landowner Improvements.

3.3 Continuing Right To City Easement. Nothing contained herein shall be deemed a waiver or abandonment or transfer of the right, title and interest that the City holds to the City Easement.

3.4 Subordinate Position of Landowner Improvements. The Landowner Improvements are subordinate to the rights of the City in the City Easement and in the City Easement Improvements.

3.5 Risk of Loss. The Landowner understands and agrees that the Landowner Improvements within the City Easement may be adversely affected by use of the City Easement. The parties agree that the City is not responsible for such events; the City shall have no liability to the Landowner for such events. The Landowner assumes the risk of installing the Landowner Improvements in the City Easement area.

3.6 Landowner To Bear Cost of Relocating Landowner Improvements. The City is responsible for the repair and maintenance of the City Easement Improvements in the City Easement.

The City may require the Landowner to temporarily remove and subsequently replace the Landowner Improvements in the City Easement in order for the City to gain access to the City Easement Improvements for the purpose of inspecting, repairing, maintaining, or replacing the City Easement Improvements or adding future City Easement Improvements.

If the Landowner does not perform such tasks, the City may perform such tasks and in such case the Landowner shall reimburse the City for the City's costs and expenses. Prior to commencing such tasks, the City shall send Formal Notice to the Landowner and allow the Landowner twenty (20) days from the date of the Formal Notice to perform the tasks. If the Landowner has not completed the work within the twenty (20) days, then the City may proceed to perform the tasks. Once the City's costs and expenses have been determined by the City, the City shall send an invoice for such costs and expenses to the Landowner. The Landowner must pay the invoice within thirty (30) days after the date of the invoice. Such costs and expenses include, but are not limited to, costs charged the City by third parties such as contractors as well as the costs for City personnel that may have performed the work. Bills not paid shall incur the standard penalty and interest established by the City for utility billings within the City.

3.7 Emergency. Notwithstanding the requirements contained in Sections 3.6 relating to a twenty (20) day Formal Notice to the Landowner to perform its obligations under Sections 3.6, the City shall not be required to give such Formal Notice if the City's engineer determines that an emergency exists. In such instance, the City, without giving Formal Notice to the Landowner may perform the work and in such case the Landowner shall reimburse the City for the costs and expenses relating to the work. Once the City's costs and expenses have been determined by the City, the City shall send an invoice for such costs and expenses to the Landowner. The Landowner must pay the invoice within thirty (30) days after the date of the invoice. Such costs and expenses include, but are not limited to, costs charged the City by third parties such as contractors as well as the costs for City personnel that may have performed the work. Bills not paid shall incur the standard penalty and interest established by the City for utility bills within the City.

3.8 Cost Differential. If a Cost Differential occurs relating to the access to or inspection, maintenance, repair or replacement of the City Easement Improvements or relating to construction of new City Easement Improvements in the future, then the Landowner shall pay the Cost Differential to the City. The Landowner must make payment for the Cost Differential within 30 days after the City has sent a written invoice for the Cost Differential to the Landowner.

3.9 Modifications To Landowner Improvements. If in the future the City reasonably determines that the Landowner Improvements interfere with access for inspection or with repair, maintenance, reconstruction, or replacement of City Easement Improvements, then the Landowner, at Landowner's own expense, shall make such modifications to the Landowner Improvements as directed by the City. Such modifications may include, but are not limited to, reconfiguration, removal and relocation of the Landowner Improvements.

If Landowner does not make the modifications, the City may make the modifications and in such case the Landowner shall reimburse the City for the City's costs and expenses. Prior to commencing such modifications, the City shall send Formal Notice to the Landowner and allow the Landowner twenty (20) days from the date of the Formal Notice to make the modifications. If Landowner does not completely make the modifications, the City may proceed to make the modifications. Once the City's costs and expenses have been determined by the City, the City

shall send an invoice for such costs and expenses to the Landowner. The Landowner must pay the invoice within thirty (30) days after the date of the invoice. Such costs and expenses include, but are not limited to, costs charged the City by third parties such as contractors as well as the costs for City personnel that may have performed the work relating to the modifications.

3.10 Remedies. If the Landowner fails to perform their obligations under this Agreement, then the City may avail itself of any remedy afforded by law or in equity and any of the following non-exclusive remedies:

- a.) The City may specifically enforce this Agreement.
- b.) If the Landowner fails to make payments under Section 3.6, 3.7, 3.8 or 3.9, then the City may certify to Dakota County the amounts due as payable with the real estate taxes for the Subject Land in the next calendar year; such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills. The Landowner waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Subject Land.

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

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 this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

3.11 Indemnification. The Landowner shall indemnify, defend and hold the City, its council, agents, consultants, attorneys, employees and representatives harmless against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies including interest, penalties and attorneys' fees, that the City incurs or suffers, which arise out of, result from or relate to any of the following:

- a.) The Landowner Improvements;
- b.) Installation and maintenance of the Landowners Improvements;
- c.) Failure by the Landowner to observe or perform any covenant, condition, obligation or agreement on their part to be observed or performed under this Agreement; and
- d.) Use of the City Easement for Landowner Improvements.

3.12 City Duties. Nothing contained in this Agreement shall be considered an affirmative duty upon the City to perform the Landowner's obligations contained in Article 3 if the Landowner does not perform such obligations.

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

3.14 Recording. The City may record this Agreement with the Dakota County Recorder.

3.15 Binding Agreement. The parties mutually recognize and agree that all terms and conditions of this recordable Agreement shall run with the Subject Land and shall be binding upon the heirs, successors, administrators and assigns of the parties.

This Agreement shall also be binding upon all after-acquired rights, interests and title of the parties that may be acquired from and after the date of this Agreement.

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

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

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

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

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

IN WITNESS WHEREOF, the parties have executed this Agreement the year and day first set forth above.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its Mayor

ATTEST:

Michelle Tesser, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 14th day of August, 2017, before me a Notary Public within and for said County, personally appeared George Tourville and Michelle Tesser, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and 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 City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

LANDOWNER:

Nic Eggert
Nic Eggert

Christina Cowman Eggert
Christina Cowman Eggert

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

The foregoing instrument was acknowledged before me this 7th day of August, 2017, by Nic Eggert and Christina Cowman Eggert, husband and wife.



Kathleen J. Fischer
Notary Public

This instrument was drafted by:
Timothy J. Kuntz
LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, Minnesota 55075
(651)451-1831

After recording, please return to:
Timothy J. Kuntz
LeVander, Gillen & Miller
633 South Concord Street, Suite 400
South St. Paul, Minnesota 55075
(651)451-1831

6269

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Approve Custom Grading Agreement, Stormwater Facilities Maintenance Agreement and Drainage & Utility Easement for 4864 Boyd Ave (Part of Lots 17-19, Block 2, Jeffers' Subdivision)

Meeting Date: August 14, 2017
 Item Type: Consent
 Contact: Thomas J. Kaldunski, City Engineer *TJK*
 Prepared by: Thomas J. Kaldunski, 651.450.2572
 Reviewed by: Scott D. Thureen, Public Works Director *SDT*

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Approve Custom Grading Agreement, Stormwater Facilities Maintenance Agreement and Drainage & Utility Easement for 4864 Boyd Ave (Part of Lots 17-19, Block 2, Jeffers' Subdivision).

SUMMARY

The owners of 4864 Boyd Ave 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, Richard & Renee Briguet, have provided the required grading and erosion control plans. They have also signed the Custom Grading Agreement (attached). An engineering escrow of \$2,500.00 has been provided to cover any costs incurred by the City for review and inspection of the site grading. The owner has applied for a building permit and has provided a \$10,000 LOC or cash surety prior to permit issuance.

The owners have also agreed to execute a SWFMA for an infiltration basin to be constructed on the lot. In addition, they will provide Drainage & Utility Easement for drainage and utility purposes.

It is recommended that the City Council approve the Custom Grading Agreement, Stormwater Facilities Maintenance Agreement and Drainage & Utility Easement for 4864 Boyd Ave (Part of Lots 17-19, Block 2, Jeffers' Subdivision).

TJK/mw

Attachments: Custom Grading Agreement
 Storm Water Facilities Maintenance Agreement
 Drainage & Utility Easement

CUSTOM GRADING AGREEMENT
FOR
4864 BOYD AVENUE
INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

CUSTOM GRADING AGREEMENT
FOR
4864 BOYD AVENUE
INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

THIS CUSTOM GRADING AGREEMENT (Agreement) is made and entered into on the 14th day of August, 2017, 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, storm water management improvements and associated 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 Richard J. Briguet Sr. and Renee F. Briguet, husband and wife, and their successors and assigns.

1.4 DEVELOPMENT PLANS. "Development Plans" means all those plans, drawings, specifications and surveys identified in and attached to Appendix 1.

The Development Plans also include modifications of the above referenced Development Plans as approved from time to time by the City Engineer.

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 delegates.

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 by the Property or 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 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 the Property.

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.

1.17 **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:
Richard J. Briguet Sr. and Renee F. Briguet
4864 Boyd Avenue
Inver Grove Heights, MN 55076

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 on **Exhibit A** attached hereto.

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 building permits 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.

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 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 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 Developer shall construct drainage facilities adequate to serve the Property in accord with the Development Plans. The Owner and Developer agree 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 on the Property 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 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 Developer fails to complete the grading of the site in conformance with the Development Plans by the stipulated date, the City may declare the Developer in default pursuant to Article 9.

3.10 AS BUILT INFORMATION. The record plan "as built" drawings of the Improvements shall be provided by the Owner in accordance with City standards no later than 90 days after completion and acceptance of the Improvements by the City, unless otherwise approved in writing by the Director of Public Works. If the record plans are not provided to the City within the 90 days, the City may have this work done and pay for it with the developer's sureties.

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 emailed AUTOCAD .DWG or .DXF. As-built drawings shall also be scanned, stored and emailed as images in .TIFF or .PDF. All as-built drawings must be the approved plans modified to reflect as-built conditions Note: All corrected lines, 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.

3.11 RETAINING WALL. If a retaining wall will be constructed on the Property as part of the Improvements, then prior to the City issuing a building permit for the Property, a retaining wall permit must be issued by the City. If the Property is to have a retaining wall constructed as part of the Improvements, then prior to the City granting a temporary certificate of occupancy or a final certificate of occupancy for the Property, the retaining wall permit must be complete, wall certification must be received and accepted by the Chief Building Official, grading associated with the retaining wall must be accepted by the City Engineer and the retaining wall record drawing must be received and accepted by the City.

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 or 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 material;
- 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 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.

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, 2019. 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, 2019, 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, 2019.

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 ENGINEERING ESCROW AMOUNT. In addition to the Escrow Amount, the

Owner shall also deposit \$2,500.00 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 \$2,500.00 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. The City may record this Agreement with the Dakota County Recorder.

11.5 BINDING AGREEMENT. This Agreement shall run with the Property and shall inure to the benefit of the Owner and the City and shall bind Owner and the successors and assigns of Owner and shall be binding upon the City and the successor's and assigns of the City. This Agreement shall also be binding upon any right title or interest of the parties to the Property

acquired after the date of this Agreement or acquired after the date of recording of this Agreement.

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:

Michelle Tesser, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this 14th day of August, 2017, before me a Notary Public within and for said County, personally appeared George Tourville and Michelle Tesser to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and 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 City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

OWNER:

Richard J. Briguet Sr.

Renee F. Briguet

STATE OF MINNESOTA)
)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me this _____ day of August, 2017, by Richard J. Briguet Sr. and Renee F. Briguet, husband and wife, to me personally known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

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

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

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

That part of Lot 19, lying south of the North 23.98 feet thereof, all of Lot 18, and the North 9.67 feet of Lot 17, Jeffers' Subdivision of Lots 1 to 5 inclusive, Block 2 of Cary I. Warren's Acre Lots No. 1, together with that part of the vacated alley adjacent thereto which accrued thereto by reason of the vacation thereof, according to the plat thereof now on file and of record in the office of the County Recorder within and for said Dakota County, Minnesota.

APPENDIX 1
LIST OF DEVELOPMENT PLANS

<u>PLAN</u>	<u>DATE OF PLAN PREPARATION</u>	<u>PREPARED BY</u>
Certificate of Survey	August 2, 2017	E.G. Rud & Sons, Inc.

The Development Plans were approved by the City Engineer on August 7, 2017.

~for~ **NORWAY BUILDERS INC.**
~of~ 4864 Boyd Avenue,
Part of Lots 17-19, Block
2, Jeffers' Subdivision

(PER SANJOSE COUNTY DOCUMENT NO. 61666)

The part of Lot 172, lying north of the North 133rd East, west of Lot 178, and the North 987 East of Lot 17, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 98

[illegible]

WET survey was conducted by C. L. Hall and T. M. H. on 06/10/97.
Seawater drawn on for chemical analysis details
Set was deployed at 0600, on the log and back took at 0630.
This survey was conducted without the benefit of tide gauge.
Deployments, specifications and instrumentations may not differ from those
described in the survey plan. The following is a summary of the survey
conducted on an attempt to the approach.

Survey to verify meter dimensions, lower beam and horizon point
Observations are shown for greater accuracy. The following design and
specifications are to be determined by the survey.

Survey plan is to be determined by the survey and the survey plan is to be
determined by the survey and the survey plan is to be determined by the survey.

IEEE Member. Can.-U.S. price update
required. Payment: \$20.00.
IEEE Catalog # 98-100-1000-00

TOP OF WALL	=	880.7
GARAGE FLOOR	=	872.0
ADJACENT FLOOR	=	872.0
FIN. GROUND	=	865.0

Solid Lat. Wt.	= 0.019 g
Propagated Monomer, $\text{C}_{10}\text{H}_8\text{N}_2$ & $\text{C}_{10}\text{H}_6\text{N}_2$	= 1.075 g
Propagated Divinyls	= 0.02 g
Crystallized Solvent	= 0.02 g
Total Propagated Materials Given	= 1.136 g
Calculated Conversion	= 87.5%



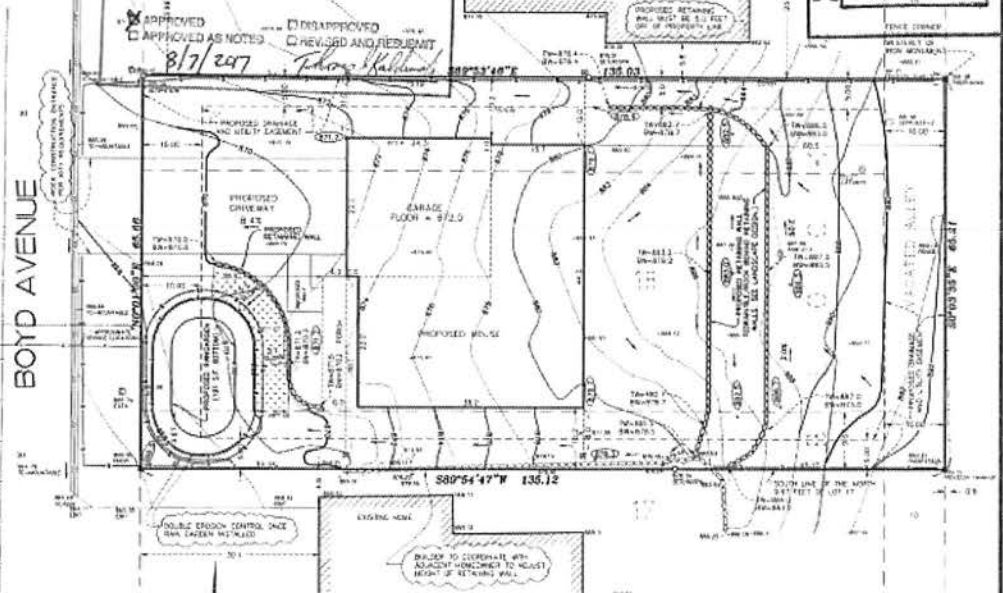
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077-0412

[illegible]

☒ APPROVED
☐ DISAPPROVED
☐ APPROVED AS NOTED
☐ REVISED AND RESUBMITTED
 8/7/2017

Amount of Excavation: 300 cy

RECEIVED
AUG 3 2017



- DENOTES ROOM HIGHLIGHTED AS LABELED
- DENOTES ROOM HIGHLIGHT SET, MARKED RUSH #578
- DENOTES CABLE TERMINAL
- DENOTES EXISTING CONTIGUOUS
- DENOTES PROPOSED CONTIGUOUS
- DENOTES EXISTING RETAINING WALL
- DENOTES FENCE
- DENOTES BUILDING SETBACK
- DENOTES PROPOSED ELEVATION
- DENOTES DIRECTION OF DRAINAGE
- DENOTES MOOD HORIZONTAL SPINE AT 11 FOOT OFFSET (UNLESS OTHERWISE NOTED)
- DENOTES SLOPE FENCE
- DENOTES EXISTING SANITARY SEWER
- DENOTES EXISTING STORM SEWER
- DENOTES EXISTING WATER MAIN
- DENOTES PROPOSED MOOD FINEST FINISH

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Registered Land Surveyor under the laws of the State of Wisconsin.

Date: 8/02/2012 License No. 41578

DRUGS BY CDR	DOB: 1772247	DATE: 08/22/07
DRUG BY CDR	NAMES: []	
1 10/24/07	Parent Building Unit	2%
2 10/24/07	Parent per the community	2%
3 10/24/07	Parent per the community	2%
4 10/24/07	Parent per the community	2%

- $[\text{Fe}(\text{C}_2\text{O}_4)_3]^{3-}$ 412 $\mu\text{m}^3/\text{mol}$
- $[\text{Fe}(\text{C}_2\text{O}_4)_3]^{3-}$ 7952 cm^{-1} (O-H)
- $[\text{Fe}(\text{C}_2\text{O}_4)_3]^{3-}$ 7922 cm^{-1} (C=O)
- $[\text{Fe}(\text{C}_2\text{O}_4)_3]^{3-}$ 1462 cm^{-1}

GRAPHIC SCALE

9	21
---	----

Figure 1

© 1997 by John Wiley & Sons, Inc.

1732245

APPENDIX 2
IMPROVEMENTS

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

<u>CHECKED</u>	<u>COMPLETION DATE</u>	<u>IMPROVEMENT</u>
<u>X</u>	Prior to obtaining building permit or December 31, 2017, whichever occurs first	grading, drainage, and sediment & erosion control
<u>X</u>	Prior to Certificate of Occupancy	Raingarden
<u>X</u>	Prior to Certificate of Occupancy	Driveway
<u>X</u>	Prior to Certificate of Occupancy	As-built
<u>X</u>	Within 6 months after Certificate of Occupancy	landscaping

STORM WATER FACILITIES MAINTENANCE AGREEMENT
FOR
4864 BOYD AVENUE, INVER GROVE HEIGHTS,
DAKOTA COUNTY, MINNESOTA

THIS STORM WATER FACILITIES MAINTENANCE AGREEMENT (Agreement) is made, entered into and effective this 14th day of August, 2017, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as City) and Richard J. Briguet Sr. and Renee F. Briguet, husband and wife (hereafter referred to as Landowner and Responsible Owner). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

ARTICLE 1
DEFINITIONS

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

1.2 City. “City” means the City of Inver Grove Heights, a Minnesota municipal corporation.

1.3 Landowner. “Landowner” means Richard J. Briguet Sr. and Renee F. Briguet, husband and wife, and their successors and assigns.

1.4 Storm Water Facilities. “Storm Water Facilities” means each and all of the following, individually and collectively, to the extent located within the Landowner Property:

Any existing or future raingardens and storm water storage areas lying within the Landowner Property.

1.5 Storm Water Facility Plan. “Storm Water Facility Plan” means that certain Certificate of Survey prepared by E.G. Rud & Sons, Inc. dated August 2, 2017, and approved by

the City Engineer on August 7, 2017. The Storm Water Facility Plan is on file with the City and attached hereto as **Exhibit D**.

1.6 Landowner Property. “Landowner Property” means that certain real property located in the City of Inver Grove Heights, Dakota County, Minnesota legally described on **Exhibit A**.

1.7 Responsible Owner. “Responsible Owner” means, jointly and severally, all of the following:

The fee title owner of the property legally described on Exhibit A attached hereto, and the successors and assigns of such fee title owner.

1.8 NWA Stormwater Manual. “NWA Stormwater Manual” means the Inver Grove Heights Northwest Area Storm Water Manual prepared by Emmons & Olivier Resources dated July 2006, and as adopted by the City of Inver Grove Heights and codified in Section 10-13J-5 (H) of the Inver Grove Heights City Code, as amended from time to time by amendment of general applicability.

1.9 Custom Grading Agreement. “Custom Grading Agreement” means that certain Custom Grading Agreement for 4864 Boyd Avenue by and between the City and Landowner dated August 14, 2017.

ARTICLE 2 **RECITALS**

Recital No. 1. Landowner owns the Landowner Property.

Recital No. 2. Landowner has requested that the City approve the Development Plans as identified in the Custom Grading Agreement relating to the Landowner Property.

Recital No. 3. The City is willing to approve the Development Plans referenced in the Custom Grading Agreement, if, among other things, Landowner executes this Storm Water Facilities Maintenance Agreement.

Recital No. 4. By this Agreement the parties seek to:

- a.) impose upon the Responsible Owner the responsibility of maintaining the Storm Water Facilities, notwithstanding the fact that the Storm Water Facilities may exist within easements dedicated or granted to the City and the public.
- b.) provide a mechanism where the City may charge-back to the Responsible Owner any maintenance work that the City performs with respect to the Storm Water Facilities in the event the Responsible Owner fails to perform its obligations to maintain the Storm Water Facilities.

- c.) provide the City with right of access over the Landowner Property to access the Stormwater Facilities, when needed.

ARTICLE 3

RESPONSIBILITY FOR MAINTENANCE

3.1 Construction of Storm Water Facilities. Prior to December 31, 2017, Responsible Owner agrees that the Storm Water Facilities shall be constructed and installed in accordance with the Storm Water Facility Plan at the sole expense of Responsible Owner at a location and in a configuration as approved by the City.

3.2 Maintenance of Storm Water Facilities. The Responsible Owner is obligated at its expense to perpetually maintain the Storm Water Facilities in accordance with the Standard of Maintenance set forth in Section 3.3 hereof. The Responsible Owner shall not modify, alter, remove, eliminate or obstruct the Storm Water Facilities for as long as the Storm Water Facilities exist. The Responsible Owner shall also insure that the Storm Water Facilities always remain in compliance with the Storm Water Facility Plan. All entities that fall within the definition of Responsible Owner have the joint and several obligations of the defined Responsible Owner. The responsibility of the Responsible Owner for maintaining the Storm Water Facilities on the Landowner Property exists even though the event or omission which caused the need for maintenance of the Storm Water Facilities may arise on property outside of the Landowner Property.

3.3 Standard of Maintenance. The Responsible Owner must meet the Standard of Maintenance set forth in this Section 3.3.

The Standard of Maintenance shall comply with all of the following:

- a. The Standard of Maintenance shall comply with the standards contained in Title 9, Chapter 5 of the Inver Grove Heights City Code (as amended from time to time, by amendment of general applicability); and
- b. The Standard of Maintenance shall comply with the stormwater maintenance standards and bio-retention standards and requirements as set forth in the **NWA Stormwater Manual** (as amended from time to time, by amendment of general applicability). The NWA Stormwater Manual is on file with the City's Director of Public Works. The NWA Stormwater Manual shall apply to the Storm Water Facilities notwithstanding the fact that the Landowner's Property is located outside of the Northwest Area Overlay District; and
- c. The Standard of Maintenance shall comply with the City approved Operations & Maintenance Plan hereafter referenced;
- d. The Standard of Maintenance shall comply with the Residential Rain Garden for CUP Exceeding Impervious Space Requirements (STM-17) dated February 2013, attached hereto as **Exhibit E**;

- e. The Standard of Maintenance shall comply with the 2011 Watershed Management Plan for the Lower Mississippi Watershed Management Organization (LMRWMO) dated August 2011;
- f. The Standard of Maintenance shall include but not be limited to each of the following:
 - i.) The Responsible Owner shall monitor the Storm Water Facilities and shall as soon as possible correct any malfunction or deficiency in the operation of such structure so as to ensure that the structure operates in conformance with the design parameters.
 - ii.) Responsible Owner must comply with Section IV of the NWA Stormwater Manual which outlines the requirements for the operations and maintenance of Long Term Best Management Practices (BMP's) for storm water facilities. The City has prepared an Operations & Maintenance Plan to show how the Responsible Owner shall operate and maintain Long Term Best Management Practices for the Storm Water Facilities being constructed on the Landowner Property. The Operations & Maintenance Plan is attached hereto as **Exhibit B**. The Responsible Owner and the successors and assigns thereof shall be responsible for following the Operations & Maintenance Plan as approved by the City. The Operations & Maintenance Plan shall be on file with the City's Director of Public Works.
 - iii.) The Operations & Maintenance Plan shall contain the following information:
 - a. Detailed inspection requirements;
 - b. Inspection and maintenance schedules;
 - c. Contact information for the Responsible Owner;
 - d. As built plans of the Storm Water Facilities;
 - e. The requirement for an annual report to the City to demonstrate that post construction maintenance is being accomplished per the Operations & Maintenance Plan;
 - f. The GPS coordinates for the Storm Water Facilities shall be provided to the City after construction is completed. Storm Water Facilities smaller than 200 square feet can be located with one GPS coordinate. Storm Water Facilities larger than 200 square feet shall have outlet coordinates and the corners of the Storm Water Facilities located by GPS. The GPS readings shall be provided to the City before the Storm Water Facilities are covered.

If the Storm Water Facility Plan is inconsistent with the Standard of Maintenance or if components within the Standard of Maintenance are inconsistent with other components within the

Standard of Maintenance, then that provision, term or component which imposes a greater and more demanding obligation shall prevail.

On December 31 of each year, the Responsible Owner shall submit to the City an annual report that identifies all of the tests, inspections, corrective measures and other activities conducted by the Responsible Owner under the Operations & Maintenance Plan for the preceding year. The annual report shall also identify any conditions of non-compliance with the Standard of Maintenance during the preceding year and the annual report shall address how the conditions of non-compliance were cured. The annual report shall also include the information shown on the form attached hereto as **Exhibit C**.

3.4 Notice of Non-Compliance with Section 3.3 and 3.4; Cure Period. If the City's Director of Public Works ("DPW") determines, at his reasonable discretion, that the Responsible Owner has not complied with the Standard of Maintenance, the DPW shall provide written notice to the Responsible Owner of such failure to comply with the Standard of Maintenance. This notice shall specify that the Responsible Owner will have thirty (30) days to comply with the Standard of Maintenance, unless thirty (30) days is not practicable for the Responsible Owner to cure the default, in which case the Responsible Owner shall be given a reasonable time, as determined by the DPW, to cure the default provided the Responsible Owner has commenced a suitable cure within the initial thirty (30) days. Notwithstanding the requirement contained in this Section relating to written notice and opportunity of the Responsible Owner to comply with the Standard of Maintenance, in the event of an emergency as determined by the DPW, the City may perform the work to be performed by the Responsible Owner without giving any notice to the Responsible Owner and without giving the Responsible Owner thirty (30) days to comply with the Standard of Maintenance. If the City performs emergency service work, the Responsible Owner shall be obligated to repay the City the costs incurred to perform the emergency service work, and the City shall follow those procedures set forth in Sections 3.5 and 3.6 with respect to the billing, collection and/or tax certification of such costs.

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

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

3.6 Certification of Costs Payable With Taxes; Special Assessments. If payment is not made under Section 3.5 by the Responsible Owner with respect to the Landowner Property, the City may certify to Dakota County the amounts due as payable with the real estate taxes for the Landowner Property in the next calendar year; such certifications may be made

under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills. The Responsible Owner waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Landowner Property.

Further, as an alternate means of collection, if the written billing is not paid by the Responsible Owner, the City, without notice and without hearing, may specially assess the Landowner Property for the costs and expenses incurred by the City. The Responsible Owner hereby waives any and all procedural and substantive objections to special assessments for the maintenance costs including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Landowner Property. The Responsible Owner waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Responsible Owner acknowledges that the benefit from the performance of maintenance tasks by the City to ensure compliance with the Standard of Maintenance equals or exceeds the amount of the charges and assessments for the maintenance costs that are being imposed hereunder upon the Landowner Property. Nothing in this paragraph shall be deemed to impair Responsible Owner's right to dispute the amount assessed as exceeding the usual and customary amounts charged by the City given the task, work, construction or improvement performed by the City to ensure compliance with Section 3.3.

In addition, if payment is not made under Section 3.5 by the Responsible Owner with respect to the Landowner Property, the City may use the funds available under Article 4 to reimburse the City for the cost and expenses incurred by the City.

3.7 Obligation For Maintenance Notwithstanding Public Easement. The Responsible Owner agrees that its obligations relating to maintenance of the Storm Water Facilities exist notwithstanding the fact that the Storm Water Facilities may be located in whole or in part within public easements.

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

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

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

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

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

ARTICLE 4 **ESCROW DEPOSIT**

4.1 Engineering Escrow Amount. The Landowner has deposited \$2,500 in cash with the City (hereafter "Engineering Escrow Amount") prior to 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 Storm Water Facility Plan and this Agreement and other associated City costs. Fees will be calculated at the City's standard rates charged for such tasks.

Upon satisfactory completion of the Storm Water Facilities, the City shall return to the Landowner any remaining portion of the Engineering Escrow Amount not otherwise previously charged the Landowner.

To the extent the engineering inspection charges or the amount needed to correct any deficiencies and problems relating to grading, drainage, erosion control, or landscaping exceed the initially deposited \$2,500 Engineering Escrow Amount, the Landowner is responsible for payment of such excess within thirty (30) days after billing by the City.

ARTICLE 5 **CITY'S COVENANTS**

5.1 Approval of Development Plans. The City agrees that if Landowner executes this Storm Water Facilities Maintenance Agreement and if the other conditions set forth by the City in the Custom Grading Agreement are met, the Council will approve the Development Plans referenced in the Custom Grading Agreement for the Landowner Property.

ARTICLE 6 **MISCELLANEOUS**

6.1 Binding Agreement. The parties mutually recognize and agree that all terms and conditions of this recordable Agreement shall run with the Landowner Property and shall be binding

upon the parties and the successors and assigns of the parties. This Agreement shall also be binding on and apply to any title, right and interest of the Landowner in the Landowner Property acquired by Landowner after the execution date of this Agreement or after the recording date of this Agreement.

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

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

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

6.5 Consent. Landowner consents to the recording of this Agreement.

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

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

If to Landowner: Richard J. Briguet Sr. and Renee F. Briguet
4864 Boyd Avenue
Inver Grove Heights, MN 55076

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

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Michelle Tesser, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 14th day of August, 2017, before me a Notary Public within and for said County, personally appeared George Tourville and Michelle Tesser to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and 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 City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

LANDOWNER:

Richard J. Briguet Sr.

Renee F. Briguet

STATE OF MINNESOTA)
)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me this _____ day of August, 2017, by Richard J. Briguet Sr. and Renee F. Briguet, husband and wife, to me personally known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Notary Public

THIS INSTRUMENT DRAFTED BY:

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

**AFTER RECORDING PLEASE
RETURN TO:**

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

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER PROPERTY

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

That part of Lot 19, lying south of the North 23.98 feet thereof, all of Lot 18, and the North 9.67 feet of Lot 17, Jeffers' Subdivision of Lots 1 to 5 inclusive, Block 2 of Cary I. Warren's Acre Lots No. 1, together with that part of the vacated alley adjacent thereto which accrued thereto by reason of the vacation thereof, according to the plat thereof now on file and of record in the office of the County Recorder within and for said Dakota County, Minnesota.

EXHIBIT B
OPERATIONS & MAINTENANCE PLAN

MAINTENANCE PLAN

Maintenance of the storm water facilities shall be performed as outlined in Table 1.1 below to ensure a healthy and functioning storm water facility conforming to the intend of the original design parameters. Maintenance shall be completed annually by September 10th. An annual inspection report shall be submitted to the City Engineering Division by December 31 of each year to demonstrate that post-construction maintenance is being accomplished per this Operations and Maintenance plan.

TABLE 1.1 – MAINTENANCE ACTIVITIES

Maintenance Activity	Frequency	Procedure	Maintenance Done By
1. Sediment, trash and debris removal from inlet, outlets, pipes and structures.	Annually in spring and fall as needed.	Remove trash and/or debris. Pruning and weeding, mow filter strip	Property owner unless designated
2. Sediment, trash and debris removal from bio-filtration basin and swale	Annually in spring and fall as needed.	Remove sediment and restore bio-filtration basin and swale to capacity	Property owner unless designated
3. Erosion repair and vegetation replacement.	Annually in spring and fall as needed.	Repair eroded areas and re-seed, re-sod, re-plant and mulch as necessary and remove dry, dead or severely diseased vegetation	Property owner unless designated
4. Mulch replacement	Every 2 to 3 years or as needed to maintain 3" to 4" depth	If applicable, add shredded hardwood mulch	Property owner
5. Watering	As needed	Provide 1 inch of water when plants show signs of stress	Property owner
6. Vegetation replacement and weeding	Annually in spring and fall	Replace dead vegetation and remove evasive or unwanted plants	Property owner
7. Clean/fix structural components	As needed per inspection	Dependent on the type of damage; repair components per manufacturer's recommendations	Property owner unless designated
8. Replacement of the bio-retention device.	Bio-retention device failure.	The owner shall notify the City and make repairs within 60 days, unless otherwise approved by the City Engineer.	Property owner unless designated

EXHIBIT C
ANNUAL INSPECTION FORM

CITY OF INVER GROVE HEIGHTS NPDES INSPECTION PROGRAM					
INLET / OUTLET					
STRUCTURE ID		INSPECTION DATE		INSPECTOR(S)	
LOCATION					
EASEMENT					
ACCESSIBLE	Y	N			
STRUCTURES IN ESMT.	Y	N	DESCRIPTION		
TREES IN ESMT.	Y	N	LARGEST DIAMETER (INCHES)		
STRUCTURE	FES	PIPE	CB	OTHER	
ATTRIBUTES	TRASH GUARD		WEIR	SURGE BASIN	OTHER NONE
CONDITION*	OK		MINOR MAINTENANCE	MAJOR MAINTENANCE	INACCESSIBLE
END SECTION EROSION	Y	N			
FLOW CONDITION	FLOW PRESENT		NO FLOW	SUBMERGED	
COMMENTS					
VEGETATION/DEBRIS	WEEDS, ETC.		BRUSH, TREES, ETC.	GARBAGE/DEBRIS	NONE
RESTRICTING FLOW	Y	N			
COMMENTS					
SEDIMENT					
CONDITION**	NONE		MINOR MAINTENANCE	MAJOR MAINTENANCE	
COMMENTS					
RIP RAP					
PRESENT	Y	N			
CONDITION***	OK		MINOR MAINTENANCE	MAJOR MAINTENANCE	
COMMENTS					
ILLCIT DISCHARGE	Y	N			
COMMENTS					
MAINTENANCE PERFORMED:					
SIGNED:			DATE:		

* Minor Maintenance: i.e. regROUT joint, repair trash guard; Major Maintenance: structure separating(ed) from pipe

** Minor Maintenance: repair can be done by City crews, Major Maintenance: heavy equip. is needed

*** Minor Maintenance: repair can be done by City crews, Major Maintenance: heavy equip. is needed

EXHIBIT D STORM WATER FACILITY PLAN

CERTIFICATE OF SURVEY

~for~ NORWAY BUILDERS INC.
~of~ 4864 Boyd Avenue,
Part of Lots 17-19, Block
2, Jeffers' Subdivision

LEGAL DESCRIPTION

(SEE DAKOTA COUNTY DOCUMENT NO. 618845)
That part of Lot 17, long 100 feet, of the North 22.56 feet, of Lot 17, and the North 2.74 feet of Lot 17, of Block 2, of Jeffers' Subdivision, of Lot 17, of Block 2, of City 1, of Norway, North Dakota, together with that part of the adjacent lots and blocks which are adjacent thereto by reason of the section thereof, according to the plat thereof now on file and of record in the office of the County Recorder within and for said County and State.

PROPOSED DRAINAGE AND UTILITY EASEMENT DESCRIPTION

A proposed easement for drainage and utility purposes, over, under and across, the north 5.00 feet, of Lot 17, of Block 2, of Jeffers' Subdivision, of Lot 17, of Block 2, of City 1, of Norway, North Dakota, together with that part of the adjacent lots and blocks which are adjacent thereto by reason of the section thereof, according to the plat thereof now on file and of record in the office of the County Recorder within and for said County and State.

GENERAL NOTES

- Field survey was completed by E.C. Rud and Sons, Inc. on 8/2/2017.
- Survey was made in accordance with the laws of the State of North Dakota.
- This survey was made without the benefit of this work. Additional surveys may be required to complete this work. Additional surveys may be required to complete this work.
- Survey was made without the benefit of this work. Additional surveys may be required to complete this work. Additional surveys may be required to complete this work.
- Survey was made without the benefit of this work. Additional surveys may be required to complete this work. Additional surveys may be required to complete this work.

BENCHMARK

REMARKS: CERTIFICATE OF SURVEY
REMARKS: CERTIFICATE OF SURVEY
REMARKS: CERTIFICATE OF SURVEY

PROPOSED ELEVATIONS

TOP OF WALL = 871.2
GARAGE FLOOR = 871.2
CONCRETE FLOOR = 871.2
TOP OF FLOORING = 871.2

PROPOSED IMPERVIOUS SURFACE CALCULATIONS

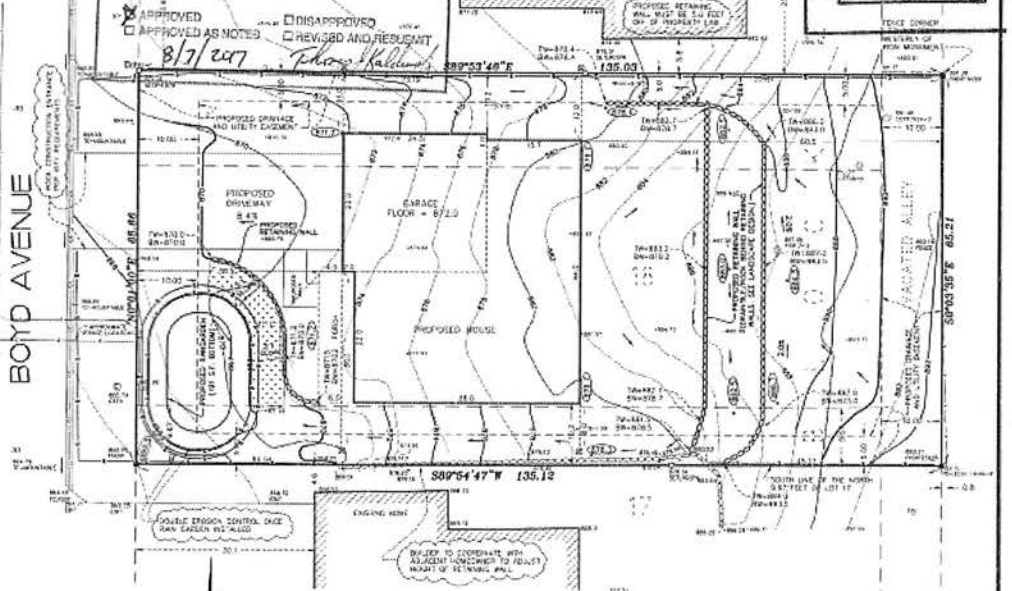
Area of impervious surface = 6,400 sq. ft.
Area of impervious surface = 6,400 sq. ft.
Area of impervious surface = 6,400 sq. ft.

E.C. RUD & SONS, INC.
Professional Land Surveyors
6776 Lake Drive NE, Suite 110
Lino Lakes, MN 55014
Tel: (651) 361-8200 Fax: (651) 361-8701

City of Inver Grove Heights
8100 Eastburg Avenue
Inver Grove Heights, MN 55077-0412

Amount of Excavation: 300 cy

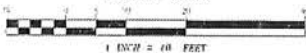
RECEIVED
AUG 3 2017



TREE DETAIL

- DENOTES EXISTING
- DENOTES TREE QUALITY
- DENOTES TREE SIZE IN INCHES
- DENOTES TREE TYPE

NORTH
GRAPHIC SCALE



LEGEND

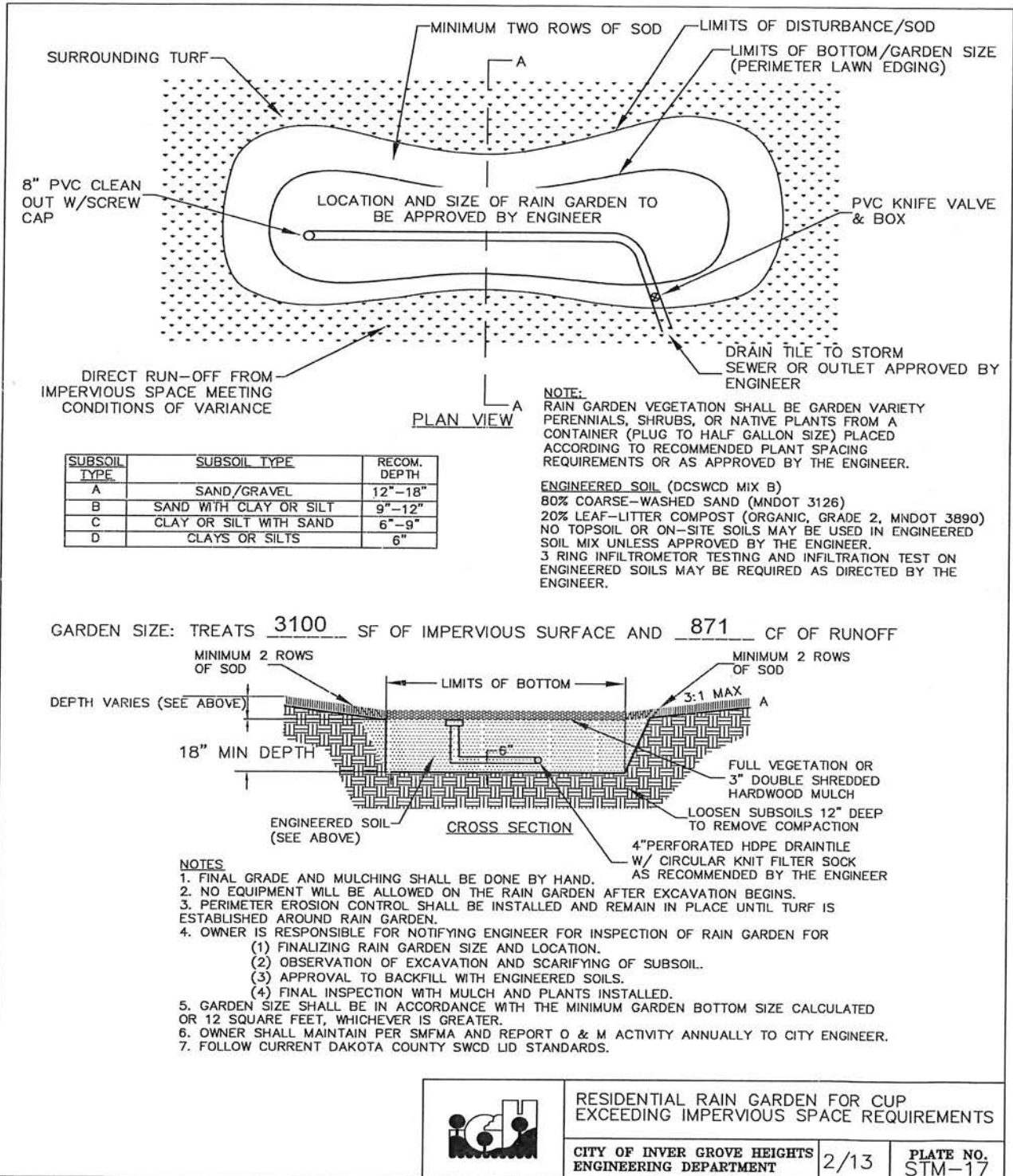
- DENOTES MONUMENT FOUND AS LABELED
- DENOTES MONUMENT SET, MARKED PLSP 41578
- DENOTES CABLE PENETAL
- DENOTES EXISTING CONTOURS
- DENOTES PROPOSED CONTOURS
- DENOTES EXISTING RETAINING WALL
- DENOTES FENCE
- DENOTES BUILDING SETBACK
- DENOTES PROPOSED ELEVATION
- DENOTES DIRECTION OF DRAINAGE
- DENOTES WOOD HUB/ANGULAR SPIKE AT 11 FOOT OFFSET (UNLESS OTHERWISE NOTED)
- DENOTES SFT FENCE
- DENOTES EXISTING SANITARY SEWER
- DENOTES EXISTING STORM SEWER
- DENOTES EXISTING WATER MAIN
- DENOTES PROPOSED WOOD FIBER BLANKET

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Date: 8/2/2017 License No. 45578

DATE	BY	NO.	DESCRIPTION
8/2/2017	E.C. RUD	45578	Survey of Lot 17, Block 2, of Jeffers' Subdivision, of Lot 17, of Block 2, of City 1, of Norway, North Dakota.
8/2/2017	E.C. RUD	45578	Survey of Lot 17, Block 2, of Jeffers' Subdivision, of Lot 17, of Block 2, of City 1, of Norway, North Dakota.
8/2/2017	E.C. RUD	45578	Survey of Lot 17, Block 2, of Jeffers' Subdivision, of Lot 17, of Block 2, of City 1, of Norway, North Dakota.

EXHIBIT E **RESIDENTIAL RAIN GARDEN FOR CUP EXCEEDING IMPERVIOUS SPACE** **REQUIREMENTS (STM-17)**



PERMANENT UTILITY AND DRAINAGE EASEMENT

THIS PERMANENT UTILITY AND DRAINAGE EASEMENT (Easement) is made, granted and conveyed this 14th day of August, 2017, between Richard J. Briguet Sr. and Renee F. Briguet, husband and wife (hereinafter referred to as "Landowner") and City of Inver Grove Heights, a municipal corporation organized under the laws of the State of Minnesota (hereinafter referred to as the "City").

The Landowner owns the real property situated within Dakota County, Minnesota as described on the attached **Exhibit A** (hereinafter "**Landowner's Property**").

The Landowner, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto the City, its successors and assigns, the following:

A permanent easement for utility and drainage purposes and all such purposes ancillary, incident or related thereto (hereinafter "**Permanent Easement**") under, over, across, through and upon that real property legally described on **Exhibit B** (hereinafter the "**Permanent Easement Area**") attached hereto and incorporated herein by reference.

The Permanent Easement rights granted herein are forever and shall include, but not be limited to, the construction, maintenance, repair and replacement of any sanitary sewer, water mains, storm water facilities, drainage facilities and any utilities, underground pipes, culverts, conduits, other utilities and mains, and all facilities and improvements ancillary, incident or related thereto, under, over, across, through and upon the Permanent Easement Area.

The Permanent Easement rights further include, but are not limited to, the right of ingress and egress over the Permanent Easement Area to access the Permanent Easement for the purposes of construction, maintenance, repair and replacement of any sanitary sewer, water mains, storm water facilities, drainage facilities any utilities, underground pipes, conduits, culverts, other utilities, mains and all facilities and improvements ancillary, incident or related thereto.

EXEMPT FROM STATE DEED TAX

The rights of the City also include the right of the City, its contractors, agents and servants:

- a.) to enter upon the Permanent Easement Area at all reasonable times for the purposes of construction, reconstruction, inspection, repair, replacement, grading, sloping, and restoration relating to the purposes of this Easement; and
- b.) to maintain the Permanent Easement Area, any City improvements and any underground pipes, conduits, or mains, together with the right to excavate and refill ditches or trenches for the location of such pipes, conduits or mains; and
- c.) to remove from the Permanent Easement Area trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location, construction and maintenance of the pipes, conduits, or mains and to deposit earthen material in and upon the Permanent Easement Area; and
- d.) to remove or otherwise dispose of all earth or other material excavated from the Permanent Easement Area as the City may deem appropriate.

The City shall not be responsible for any costs, expenses, damages, demands, obligations, penalties, attorneys' fees and losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, petroleum, pollutants, and contaminants which may have existed on, or which relate to, the Permanent Easement Area or the Landowner's Property prior to the date hereof.

Nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by Landowner, themselves or their successors or assigns, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided by Minnesota Statute, Chapter 466.

The Landowner, for themselves and their successors and assigns, do hereby warrant to and covenant with the City, its successors and assigns, that they are well seized in fee of the Landowner's Property described on Exhibit A and the Permanent Easement Area described on Exhibit B and that they have good right to grant and convey the Permanent Easement herein to the City.

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

IN TESTIMONY WHEREOF, the Landowner and the City have caused this Easement to be executed as of the day and year first above written.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Michelle Tesser, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this 14th day of August, 2017, before me a Notary Public within and for said County, personally appeared George Tourville and Michelle Tesser, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and 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 City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

LANDOWNER:

Richard J. Briguet Sr.

Renee F. Briguet

STATE OF MINNESOTA)
)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me this _____ day of August, 2017, by Richard J. Briguet Sr. and Renee F. Briguet, husband and wife, to me personally known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

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

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER'S PROPERTY

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

That part of Lot 19, lying south of the North 23.98 feet thereof, all of Lot 18, and the North 9.67 feet of Lot 17, Jeffers' Subdivision of Lots 1 to 5 inclusive, Block 2 of Cary I. Warren's Acre Lots No. 1, together with that part of the vacated alley adjacent thereto which accrued thereto by reason of the vacation thereof, according to the plat thereof now on file and of record in the office of the County Recorder within and for said Dakota County, Minnesota.

EXHIBIT B
LEGAL DESCRIPTION OF PERMANENT EASEMENT AREA

A perpetual easement for utility and drainage purposes over, under and across the north 5.00 feet; the west 10.00; the East 10.00 feet and the South 5.00 feet of the following described property:

That part of Lot 19, lying south of the North 23.98 feet thereof, all of Lot 18, and the North 9.67 feet of Lot 17, Jeffers' Subdivision of Lots 1 to 5 inclusive, Block 2 of Cary I. Warren's Acre Lots No. 1, together with that part of the vacated alley adjacent thereto which accrued thereto by reason of the vacation thereof, according to the plat thereof now on file and of record in the office of the County Recorder within and for said Dakota County, Minnesota.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Appointment of Board Member to the Eagan-Inver Grove Heights Watershed Management Organization (E-IGHWMO)

Meeting Date: August 14, 2017
 Item Type: Consent
 Contact: Scott D. Thureen, 651.450.2571
 Prepared by: Scott D. Thureen, Public Works Director
 Reviewed by: 

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider appointment of Ms. Sarah Saito as one of the City's representatives on the Board of Managers for the E-IGHWMO.

SUMMARY

The E-IGHWMO is one of two watershed management organizations that cover the City. The E-IGHWMO replaced the Gun Club Lake Watershed Management Organization (GCLWMO).

The City has two regular board seats in the WMO. One of the current board members resigned earlier this year. The position was advertised in the Southwest Review. We received an application from Ms. Saito. She has experience with community-based environmental service activities as well as volunteer advisory board experience.

I recommend that the City Council appoint Ms. Saito to complete the vacant three-year term on the Board of Managers for the E-IGHWMO.

SDT/kf

Attachment: Application

**CITY OF INVER GROVE HEIGHTS
8150 BARBARA AVENUE
INVER GROVE HEIGHTS, MN 55077**

WATERSHED MANAGEMENT ORGANIZATION BOARD

FULL NAME (Print or Type): Sarah Saito

ADDRESS: 3897 75th St E. Inver Grove Heights, MN 55076

YEARS AT ABOVE ADDRESS: 3 YEARS LIVED IN IGH: 3

HOME PHONE: 608-799-7788 (c) WORK PHONE: _____

EMPLOYMENT, OCCUPATION OR OTHER EXPERIENCE: _____

I served two years as an AmeriCorps national service member and was
involved with many community-based service activities to help the environment
including removing invasive species, planting trees and a school garden, etc.

MEMBERSHIPS, QUALIFICATIONS, OTHER ACCOMPLISHMENTS: _____

Successfully installed a rain garden with the help of a grant through Dakota Co
Soil & Water Conservation District.

LIST SKILLS & INTERESTS: _____

Raising awareness for the environment, encouraging others to do what they
can in their community without using harmful chemicals.

PLEASE STATE REASONS FOR INTEREST IN SERVING ON BOARD:

I served a three-year term on the Mayo Clinic volunteer advisory board and
understand the commitment of serving on a board, and now I want to serve the
community in this capacity to help conserve and protect our natural resources.

Your response to any of the above may be continued on the back of this form and you may attach other materials you would like the Council to review with this application.

Signature:  Date: 7.17.17

The City of Inver Grove Heights is committed to the policy that all persons shall have equal access to its programs, facilities, and employment without regard to race, creed, color, sex, age, national origin, or handicap.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Resolution Accepting a Professional Services Proposal from Bolton & Menk, Inc. Preparing GIS Submittal Standards for the City

Meeting Date: August 14, 2017
 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


Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider resolution accepting a professional services proposal from Bolton and Menk, Inc. for preparing GIS submittal standards for the City's Engineering Division.

SUMMARY

As part of the City's Geographical Information System (GIS), the Engineering Division is responsible for receiving as-built plans which are stored in the GIS database. The current system has been in-place since the early 2000s and needs to be updated to work with current technology. The City receives as-builts in an AutoCAD format, which is modified to our GIS system. This proposal will allow our consultant to update the submittal standards to streamline the process. Developers and City consultants will be provided a format for their submittal of as-built plans which is compatible with the City's GIS. In addition, Bolton and Menk, Inc. will provide language for use in development agreements and professional service contracts to ensure compliance on all future projects.

Bolton & Menk, Inc. was selected as the consultant for this project as part of the City's engineering consultant pool.

I recommend that the Council adopt the resolution accepting the July 7, 2017 GIS proposal from Bolton & Menk, Inc. for the GIS submittal standards update with a budget of \$18,600. Funding for this work will come from the Engineering Division Account 101.43.5100.442.30300 (Engineering Consultants).

TJK/kf

Attachments: Resolution
 Proposal

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

**RESOLUTION ACCEPTING A PROFESSIONAL SERVICES PROPOSAL FROM BOLTON &
MENK, INC. FOR PREPARING GIS SUBMITTAL STANDARDS FOR THE CITY**

RESOLUTION NO. _____

WHEREAS, the Engineering Division is responsible for receiving as-built plans for the City's GIS; and

WHEREAS, the Division wants to update the as-built submittal process; and

WHEREAS, in order to update the GIS process, the City needs to establish standards to follow and develop language for agreements to ensure submittals are compatible with the City's GIS; and

WHEREAS, City staff requested, and received, a proposal from Bolton & Menk, Inc.; and

WHEREAS, based on the experience of the firm, the scope and associated fee for the proposed services, it was decided that Bolton & Menk, Inc. be selected as the consulting firm for these services.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The proposal of Bolton & Menk, Inc. is accepted and staff is authorized to enter into a contract with Bolton & Menk, Inc. in the amount of \$18,600 for establishing GIS submittal standards as outlined in their July 7, 2017 proposal.
2. The development of GIS submittal standards is authorized.
3. Project funding is provided through the Engineering Division account for Engineering Consultants (101.43.5100.442.30300)

Adopted by the City Council of Inver Grove Heights this 14th day of August 2017

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk



**BOLTON
& MENK**

Real People. Real Solutions.

12224 Nicollet Avenue
Burnsville, MN 55337-1649

Ph: (952) 890-0509
Fax: (952) 890-8065
Bolton-Menk.com

July 7, 2017

Tom Kaldunski
City Engineer
8150 Barbara Ave
Inver Grove Heights, MN 55077

RE: GIS Submittal Standards Review
City of Inver Grove Heights, MN

Dear Mr. Kaldunski,

Per your request, Bolton & Menk is pleased to submit the following proposal for GIS submittal standards review. We also appreciate your attendance at our meeting at City Hall on June 19th. Our proposal identifies two immediate tasks we can assist the city with to expedite GIS data integration. We look forward to having future discussions in data management techniques using GIS. Our project approach includes the tasks outlined within.

Task 1 – Developer Contract Review

The City of Inver Grove Heights currently has a Developers Contract that requires electronic submittal of record plan information. Bolton & Menk staff would review this contract and make suggestions for updates including GIS data submittal requirements. We will suggest language that specifies accuracy requirements, data submittal standards and alternatives for submittal completion.

Task 2 – Geodatabase Template Creation

The City of Inver Grove Heights would like to streamline the process in updating utility mapping from engineering plans. The City currently maintains all utility mapping in the Esri ArcGIS platform within a geodatabase format. Currently, data submittals are provided in an AutoCAD format which creates additional work for city staff to migrate the CAD data into a GIS format. To meet the city's GIS data needs, city staff is also performing attribute data entry related to grade, installation date, material and size for all infrastructure improvements.

Our GIS staff proposes to meet with city staff and review current geodatabase architecture to identify opportunities for best practices implementation. Our review will include the input from engineering staff and the needs of data users. We will use this feedback to suggest modifications to create a master data structure which will lead to a geodatabase template. Establishing a geodatabase template for others to follow will provide clear submittal standards and expedite GIS integration for city staff.

Name: Tom Kaldunski, City Engineer
Date: July, 7 2017
Page: 2

Project Cost

Compensation for selected tasks shall be based on our hourly rates. Any additional tasks requested by the City of Inver Grove Heights and outside the scope of this proposal will be performed at our regular hourly fee schedule.

Task 1 – Developer Contract Review **\$3,000.00**

Task 2 – Geodatabase Template Creation **\$15,600.00**

Total Cost **\$18,600.00**

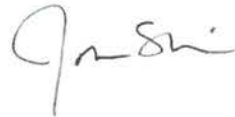
We appreciate the opportunity to provide you with this proposal for services. If you have any questions or comments regarding this proposal, please feel free to call me at 612-328-4729 or John at 507-381-8094.

Sincerely,

Bolton & Menk, Inc.



Brian Hilgardner, P.E.
Senior Project Manager/
Principal Engineer



John Shain, GISP
GIS Workgroup Leader

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Resolution Receiving Bids and Awarding Contract for the Replacement of the Water Treatment Plant Filter Room Air Handling Equipment

Meeting Date: August 14, 2017
 Item Type: Consent
 Contact: Scott D. Thureen, 651.450.2571
 Prepared by: Scott D. Thureen, Public Works Director
 Reviewed by: *SDT*

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider resolution receiving bids and awarding contract for the replacement of the Water Treatment Plant filter room air handling equipment.

SUMMARY

Bids were opened at 10:00 a.m. on July 23, 2017 for the subject project. Two contractors submitted bids. The low base bid was submitted by Pioneer Power, Inc. in the amount of \$105,982.00. The project funding is provided in the approved 2017 Water budget.

BIDDER	5% BID BOND	PART 1 – BASE BID			PART 2
		Item 1	Item 2	Item 1 plus Item 2	Alternate 1
Pioneer Power, Inc.	Yes	\$4,762.00	\$101,200.00	\$105,982.00	\$5,054.00
Northern Air Corp.	Yes	\$24,257.00	\$116,736.00	\$140,993.00	\$116,404.00

It is recommended that the City Council adopt the attached resolution awarding the contract for replacement of the Water Treatment Plant filter room air handling equipment to Pioneer Power, Inc. for a total base bid in the amount of \$105,982.00, as explained in the attached letter from SEH.

SDT/kf

Attachments: Resolution
 SEH Recommendation of Award and Bid Tabulation

**CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY**

**RESOLUTION ACCEPTING BIDS AND AWARDING CONTRACT FOR REPLACEMENT OF
THE WATER TREATMENT PLANT FILTER ROOM AIR HANDLING EQUIPMENT**

RESOLUTION NO. _____

WHEREAS, pursuant to an advertisement for bids for replacement of the Water Treatment Plan filter room air handling equipment, bids were received, opened, read aloud, and tabulated according to law. The following bids were received complying with the advertisement and submission of a 5% bid bond.

BIDDER	5% BID BOND	PART 1 – BASE BID			PART 2
		Item 1	Item 2	Item 1 plus Item 2	Alternate 1
Pioneer Power, Inc.	Yes	\$4,762.00	\$101,200.00	\$105,982.00	\$5,054.00
Northern Air Corp.	Yes	\$24,257.00	\$116,736.00	\$140,993.00	\$116,404.00

WHEREAS, Pioneer Power, Inc. is the lowest responsible bidder for a total base bid contract amount of \$105,982.00.

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

1. The Mayor and Clerk are hereby authorized and directed to enter into a contract with Pioneer Power, Inc. in the name of the City of Inver Grove Heights for replacement of the Water Treatment Plant filter room air handling equipment according to plans and specifications therefore approved by the Council and on file at the Office of the City Clerk.
2. The City Clerk is hereby authorized and directed to return, forthwith, to all bidders, the deposits made with their bids except for the deposit of the successful bidder and the next lowest bidder shall be retained until the contract has been signed.
3. The replacement of the Water Treatment Plan filter room air handling equipment shall be funded through the approved 2017 Water budget.

Adopted by the City Council of Inver Grove Heights, Minnesota this 14th day of August 2017

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk



Building a Better World
for All of Us®

July 24, 2017

RE: City of Inver Grove Heights, Minnesota
Water Treatment Facility HVAC
Improvements
SEH No. INVER 137561 14.00

Mr. Dan Helling
City of Inver Grove Heights
8150 Barbara Ave.
Inver Grove Heights, MN 55077

Dear Mr. Helling:

On Monday July 24, 2017 two (2) bids were received for the Water Treatment Facility HVAC Improvements Project. A brief tabulation of the bid results is presented below. A complete tabulation of the two (2) bids is presented at the end of this document.

Bidder	Part 1 – Base Bid			Part 2
	Item 1	Item 2	Item 1 plus Item 2	Alternate 1
Pioneer Power Inc.	\$4,762.00	\$101,220.00	\$105,982.00	\$5,054.00
Northern Air Corp.	\$24,257.00	\$116,736.00	\$140,993.00	\$116,404.00

Part 1 - Base Bid comprises Item 1 and Item 2. Item 1 provides for removal of existing equipment and the installation of new interior duct work. Item 2 provides for the furnishing and installation of an air handling unit, manufactured by AAON, and all necessary ductwork and appurtenances.

Alternate 1 is the price to furnish and install an air handling unit, manufactured by CARRIER, and all necessary ductwork and appurtenances in lieu of Item 2 from the Base Bid.

Discussion of the Bids Received

The low bid for the project was submitted by Pioneer Power Inc. of Woodbury Minnesota. In the review of the bid materials provided and a conversation with Rod Albers, Senior Project estimator with Pioneer Power Inc. we have determined that 1) Pioneer Power Inc. has a sufficient understanding of the project and equipment to perform the work for which they bid; 2) by virtue of submitting their bid bond, they presently appear to have the financial ability to complete the project bid; and 3) by virtue of the extremely low number it could be construed that the indicated value was to be a deduct from the base bid amounts to provide the Alternate. It is inconceivable that the price was intended to replace Part 1, Item 2 as instructed on the Bid Form, and so SEH is recommending to throw that value out. Further, had the number been properly written to indicate a \$5054 difference between Item 2 of Part 1 and Alternate 1, SEH would recommend the City choose the Base Bid items and not accept the Alternate. SEH makes no representation or warranty as to the actual financial viability of the contractor or its ability to complete its work.

Discussion of Project Award

As the amount provided by Pioneer Power Inc for Alternate 1 cannot be considered representative of the work required and from our review of the bid documents, we recommend that the City consider accepting

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 3535 Vadnais Center Drive, St. Paul, MN 55110-5196

SEH is 100% employee-owned | sehinc.com | 651.490.2000 | 800.325.2055 | 888.908.8166 fax

Mr. Dan Helling
July 24, 2017
Page 2

Items 1 and Item 2 of Part 1 – Base Bid and reject Alternate 1. The convention for municipal bidding is that the lowest responsive, responsible bidder is normally awarded the project. With the absence of any contrary information, Pioneer Power Inc. appears to be the lowest responsible bidder. Accordingly, if the City wishes to award this project to the low bidder, the project should then be awarded to Pioneer Power Inc. in the amount of \$105,985.00.

Should you have any questions, please contact me directly at 651.490.2020

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.

A handwritten signature in black ink, appearing to read 'Myles Jensen', with a long horizontal flourish extending to the right.

Myles Jensen, PE
Project Manager

ah

Attachment

s:\f\inver\137561\6-const-contract\bidding docs\rec award ltr.docx



SEH TABULATION OF BIDS

2

1

Water Treatment Facility HVAC Improvements				Pioneer Power Inc. 2500 Ventura Dr. Woodbury, MN 55125 \$111,036.00		Northern Air Corp 1001 Labore Industrial Court Vadnais Heights, MN 55110 \$257,397.00	
Item No.	Item	Unit	Est. Quantity	Unit Price	Total Price	Unit Price	Total Price
Part 1	Water Treatment Facility HVAC Improvements						
Item 1	Lump Sum Bid Price for all work at the Inver Grove Heights Water Treatment Facility involved with the selective demolition of the existing make-up air unit and air exchanger, ductwork, and controls and the installation of the new interior duct work as called for by this project manual.	LS	1	4,762.00	4,762.00	24,257.00	24,257.00
Item 2	Price to furnish and install Rooftop Air Handling Unit manufactured by AAON (Equipment No.: RTU-1), plenum curb, gas piping, associated exterior ductwork, power, and controls as called for by this project manual.	LS	1	101,220.00	101,220.00	116,736.00	116,736.00
Total Bid Price Part 1 (Item 1 plus Item 2)					105,982.00		140,993.00
Part 2	ALTERNATES						
Alternate 1	Price to furnish and install Rooftop Air Handling Unit manufactured by CARRIER (Equipment No.: RTU-1A), plenum curb, gas piping, associated exterior ductwork, power, and controls as called for by this project manual in lieu of Item No. 2 in the base bid.	LS	1	5,054.00	5,054.00	116,404.00	116,404.00
Total Bid Price - Part 2 - Alternate					5,054.00		116,404.00

TO 8/14/17
CC MTG

Scott Thureen

From: Miles Jensen [mjensen@sehinc.com]
Sent: Monday, July 24, 2017 5:06 PM
To: Scott Thureen; Dan Helling
Cc: Nick Brula
Subject: Inver Grove Heights WTP HVAC Improvements
Attachments: _Bid Tab.pdf; Rec Award Ltr.pdf

Hi folks,

Here is the bid tab and bid summary letter. Good news! Looks like the project came in about where it did under the quotes process.

Let me know your thoughts.

Miles B. Jensen, PE | Principal
Regional Practice Center Leader
SEH
Direct 651.490.2020 | Mobile 651.775.5031
3535 Vadnais Center Drive | St. Paul, MN 55110-5196
main 651.490.2000 | fax 651.490.2150 | toll free 800.325.2055 | www.sehinc.com

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolution Accepting Proposal for PCSWMM Storm Water Model Maintenance Services Agreement from Wenck for the Northwest Area (NWA) Robert Watershed Corridor – City Project No. 2015-19

Meeting Date: August 14, 2017
 Item Type: Consent
 Contact: Thomas J. Kaldunski, 651.450.2572
 Prepared by: Steve Dodge, Assistant City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director

SDA

	Fiscal/FTE Impact:
☐	None
☐	Amount included in current budget
☐	Budget amendment requested
☐	FTE included in current complement
☐	New FTE requested – N/A
☒	Other: Developer Funds, City Projects and Fund 448 NWA Stormwater

PURPOSE/ACTION REQUESTED

Consider Resolution Accepting Proposal for PCSWMM Storm Water Model Maintenance Services Agreement from Wenck for the Northwest Area (NWA) Robert Watershed Corridor – City Project No. 2015-19.

SUMMARY

Wenck recently completed the Robert Watershed Corridor Feasibility Study which included creating a specialized PCSWMM computer model for the area. This proposal from Wenck will ensure the PCSWMM model recently created for the Robert Watershed Corridor is updated, reviewed, and maintained and consistent with the NWA model standards.

The Robert Watershed PCSWMM model will be held and maintained by Wenck and modified as development occurs within the watershed. Wenck will ensure that model inputs and outputs are consistent and will manage the model “check-out” process, review modifications, evaluate effects of model changes, and update City staff of important model results. The model will need to be checked out by one developer at a time so that the succeeding development has the updated and current model parameters. Project funding is provided through Developer Funds, City Projects and Fund 448 NWA Stormwater.

I recommend that the Council adopt the resolution accepting the proposal from Wenck for PCSWMM Storm Water Model Maintenance Services Agreement for the Northwest Area (NWA) Robert Watershed Corridor – City Project No. 2015-19.

SWD/kf

Attachments: Resolution
 Wenck Proposal

**CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY**

**RESOLUTION ACCEPTING A PROPOSAL FOR PCSWMM STORM WATER MODEL
MAINTENANCE SERVICES AGREEMENT FROM WENCK FOR THE NORTHWEST AREA
(NWA) ROBERT WATERSHED CORRIDOR – CITY PROJECT NO. 2015-19**

RESOLUTION NO. _____

WHEREAS, on November 23, 2015, Council accepted a proposal from Wenck for a Hydrologic Modeling and Feasibility Study for City Project No. 2015-19 – Northwest Area Robert Watershed Corridor; and

WHEREAS, Wenck recently completed the Robert Watershed Corridor Feasibility Study which included creating a specialized PCSWMM computer model for the area; and

WHEREAS, the Robert Watershed PCSWMM model will be held and maintained by Wenck and modified as development occurs within the watershed; and

WHEREAS, Wenck will ensure that model inputs and outputs are consistent and will manage the model “check-out” process, review modifications, evaluate effects of model changes, and update City staff of important model results; and

WHEREAS, a maintenance services agreement is necessary to ensure the specialized hydrologic PCSWMM model is managed and maintained consistently and efficiently as development occurs and the most updated version is readily available; and

WHEREAS, based on the experience of the firm, the scope and associated fee for the proposed services, it was decided that Wenck be selected from the City’s engineering consultant pool as the consulting firm for PCSWMM Storm Water Model Maintenance Services for City Project No. 2015-019 – Northwest Area Robert Watershed Corridor.

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

1. The proposal from Wenck is accepted and staff is authorized to enter into a contract on an hourly rate basis for hydrologic PCSWMM Storm Water Model Maintenance Services Agreement for the Northwest Area Robert Watershed Corridor – City Project No. 2015-19.
2. Project funding is provided through Developer Funds, City Projects and Fund 448 NWA Stormwater.

Adopted by the City Council of Inver Grove Heights, Minnesota this 14th day of August 2017

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk



Responsive partner.
Exceptional outcomes.

June 14, 2017

Mr. Steve Dodge

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

RE: Proposal to Provide PCSWMM Maintenance Services for the Robert Watershed Corridor

Dear Mr. Dodge:

The purpose of this letter is to provide the City of Inver Grove Heights (City) with a proposal to ensure the PCSWMM model recently created for the Robert Watershed Corridor is revised, edited, and added to in a correct and consistent manner. Wenck recently completed Phases 1 and 2 of the Robert Watershed Corridor Feasibility Study, which included creating a PCSWMM computer model for the area, plan and profile drawings for 19 conveyances, and construction cost estimates for the 19 conveyances.

Wenck understands that the Robert Watershed PCSWMM model will be "checked-out" like a library book and modified as development occurs within the watershed. Wenck will provide the City with a consistent set of eyes to track the model "check-out" process, review modifications, evaluate effects of model changes, and update City staff of important model results.

Scope of Work

Task 1 – Maintain Check-Out Process

Wenck will create and maintain a spreadsheet cataloging: model version; last date modified; file name; author; contact information; comments/reasons for model changes; and PCSWMM model version. Maintenance of such a spreadsheet will inform Wenck and City staff of which consulting firms currently have the model "checked-out" and which models are the most-current and best-available.

Wenck provides similar services for the Coon Creek and Minnehaha Creek Watershed Districts. This level of tracking and maintenance has proven effective to facilitate development and understanding of the watershed.

Task 2 – Review Model Changes and Results

When a development is proposed, Wenck understands that the developer must use the best-available PCSWMM model and "insert" the development's proposed stormwater management system into the model. Wenck will review the pre- and post-development PCSWMM models and determine if there are any potential up- or downstream impacts. We are not reviewing the

Mr. Steve Dodge
Assistant City Engineer
City of Inver Grove Heights
June 14, 2017



model for concurrence with the Northwest Area Stormwater Management Standards; our focus is on the regional stormwater management system (i.e. land locked basins).

Task 3 – Technical Memo

Wenck will issue a technical memo summarizing the methods, conclusions and recommendations from Task 2. We anticipate that each memo will be approximately 1-2 pages and will recommend no action (model updated correctly) or revisions in order for the model to be compliant with the City "Modeling Guidelines" memo dated January 12, 2017.

Task 4 – Meeting with Applicant

Wenck will meet with the applicant one time during the model check-out or review process. We will inform the applicant of the review process or of changes necessary to move forward.

Budget and Schedule

Wenck will provide Tasks 1-4 to the City on an as-needed basis for a cost of \$2,500 per occurrence. We understand that these Tasks may be needed several times during the year (several development proposals) or not at all (no development proposals). When these services are needed, we will invoice our costs to a specific project, as directed by City staff. Wenck will not exceed the authorized budget without obtaining written prior approval from the City. The project will be executed according to the previously-executed Professional Services Agreement between the City and Wenck and the attached Wenck Fee Schedule. We will notify the City of any changes to the Wenck Fee Schedule.

Project Team

Wenck's team for this project is listed below. These staff have been involved in previous City projects.

- ▲ Project Manager – Todd Shoemaker
- ▲ Water Resources Engineers – Kent Torve, Todd Shoemaker & Eric Osterdyk

On behalf of the 300+ employee-owners of Wenck, thank you for this opportunity to continue working with the City of Inver Grove Heights. Should you have any questions, or need clarification of anything presented in this proposal, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink that reads 'Todd Shoemaker'. The signature is fluid and cursive, with a long horizontal line extending from the end.

Wenck Associates, Inc.
Todd Shoemaker, PE, CFM
Principal, Water Resources Engineer
651-294-4585
tshoemaker@wenck.com

Mr. Steve Dodge
Assistant City Engineer
City of Inver Grove Heights
June 14, 2017



To agree to the terms of this proposal, please sign below.

City of Inver Grove Heights

Signature

Type or Print Name

Title

EXHIBIT B



Responsive partner.
Exceptional outcomes.

Wenck Associates, Inc.
1800 Pioneer Creek Center
P.O. Box 249
Maple Plain, MN 55359-0249

(800) 472-2232
(763) 479-4200
Fax (763) 479-4242
wenckmp@wenck.com
www.wenck.com

Wenck Associates, Inc. Fee Schedule January 2017

<u>Classification</u>	<u>Hourly Rate</u>
Administrative Support / Technician	\$85.00
Professional I	\$90.00 \$102.00 \$114.00
Professional II	\$123.00 \$137.00 \$151.00
Professional III	\$159.00 \$172.00 \$185.00
Professional IV	\$194.00 \$207.00 \$220.00
Professional V	\$231.00 \$241.00

- *Classifications listed above refer to the firm's internal system for billing purposes. The term "Professional" refers to engineers, scientists and business professionals.*
- *A Technology/Communication fee of 5% will be added to each invoice, applied as a percentage of total Wenck labor costs for a given invoicing period.*
- *Subcontracted services will be billed at cost plus 15 percent.*
- *Mileage will be billed at the IRS approved rate.*
- *Invoices are due upon presentation. Invoice balances not paid within thirty (30) days of invoice date are subject to 1-1/2% (18% annual) interest or finance charge.*
- *Specialized software used on a given project will be billed at a rate of \$15.00/hour.*
- *Rates to be adjusted annually.*

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Adopting a Resolution to Approve a Project Grant Agreement with MN Public Facilities Authority (PFA) for a Point Source Implementation Grant for City Project No. 2016-01 - Stormwater Treatment for Mississippi River Discharge (78th and Concord Wet Extended Detention Basin)

Meeting Date: August 14, 2017
 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



	Fiscal/FTE Impact:
	None
	Amount included in current budget
	Budget amendment requested
	FTE included in current complement
	New FTE requested – N/A
X	Other: Storm Water Utility Fund, PSIG Grants (MPCA/PFA)

PURPOSE/ACTION REQUESTED

Consider adopting a resolution to approve a project grant agreement with MN Public Facilities Authority for a Point Source Implementation Grant for City Project No. 2016-01 - Stormwater Treatment for Mississippi River Discharge (78th and Concord Wet Extended Detention Basin).

SUMMARY

Bids were opened at 10:30 a.m. on May 24, 2017 for the subject project. Meyer Contracting is the lowest responsible bidder with a total bid amount of \$228,633. The City awarded the contract to Meyer Contracting on July 10, 2017.

The City has been working with the Minnesota Pollution Control Agency (MPCA) and Public Facilities Authority (PFA) to secure Point Source Implementation Grants (PSIG) funding for the project. The City received a June 21, 2017 certification form from the MPCA indicating their approval of the project plans and certification of the 100% PSiG eligibility of the construction cost.

The City has also been contacted by the PFA. On June 30, 2017, the PFA recommended the City award the contract based on the bids received. The PFA has drafted the final agreement for the Council's consideration on August 14, 2017. A copy of the agreement is attached. The City is eligible to receive up to \$296,052 in grants as outlined in the agreement.

The City Council needs to adopt the resolution included in this agenda item approving the agreement and authorizing the payment of a PFA administrative fee equal to one-half of one percent of the PSIG grant amount upon the execution of this agreement by the PFA (\$1,408.26). The PFA executes the agreement after the City executes the agreement. The City will receive the execution agreements and fee invoice after the Council action at the August 14, 2017 meeting.

I recommend that the City Council adopt the resolution approving the resolution authorizing the City to enter into a project grant agreement with the PFA for City Project No. 2016-01 – Stormwater Treatment for Mississippi River Discharge (78th and Concord Wet Extended Detention Basin). The City's funding will be provided through the storm water utility plus credit for various in-kind engineering services, land acquisition and consultant costs.

TJK/kf

Attachments: Resolution
 MnPFA Grant Agreement (draft)

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

**RESOLUTION AUTHORIZING THE CITY OF INVER GROVE HEIGHTS' CITY OFFICIALS TO
EXECUTE A POINT SOURCE IMPLEMENTATION GRANT AGREEMENT ON BEHALF OF
INVER GROVE HEIGHTS FOR CITY PROJECT 2016-01 - STORMWATER TREATMENT FOR
MISSISSIPPI RIVER DISCHARGE (78TH AND CONCORD WET EXTENDED DETENTION
BASIN)**

RESOLUTION NO. _____

WHEREAS, the Point Source Implementation Program, established in Minnesota Statutes 446A.073, as amended provides funds for construction projects; and

WHEREAS, the City of Inver Grove Heights applied to the Minnesota Public Facilities Authority (PFA) for funds to be used for eligible costs for City Project No. 2016-01 – Stormwater Treatment for Mississippi River Discharge (78th and Concord Wet Extended Detention Basin).

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, MINNESOTA that upon approval of its application by the PFA, Inver Grove Heights may enter into an agreement with the PFA for the above referenced project, and that Inver Grove Heights certifies that it will comply with all applicable laws and regulations as stated in all contract agreements described in the compliance listing of the grant application.

NOW, THEREFORE BE IT FURTHER RESOLVED, that the Mayor and City Clerk, or their successors in office, are hereby authorized to execute such agreements, and amendments thereto, as are necessary to implement the above project on behalf of Inver Grove Heights.

Adopted by the City Council of the City of Inver Grove Heights this 14th day of August 2017

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

**MINNESOTA PUBLIC FACILITIES AUTHORITY
PROJECT GRANT AGREEMENT - POINT SOURCE IMPLEMENTATION GRANT**

This GRANT AGREEMENT (the "Agreement"), is between the Minnesota Public Facilities Authority (the "Authority") and the City of Inver Grove Heights (the "Recipient") and is dated August 4, 2017.

The project consist of a stormwater management basin that will provide water quality treatment for 25 acres of upland drainage area and receive runoff from the existing watershed, reducing phosphorus runoff to surrounding areas ("the Project"). The project is further described and detailed in the The MN Pollution Control Agency's certification dated June 15, 2017, and in the Recipient's Project application which is incorporated herein.

Program Funding for the Project		Legal citations	Funding IDs	Amount
Point Source Implementation Grant Program	("the PSIG Grant")	MS 446A.073	MPFA-PSIG-G-___-FY18	\$296,052

ARTICLE 1 – TERMS AND CONDITIONS

Section 1.1. Terms. (a) The Authority hereby commits, subject to the availability of funds and the conditions and legal citations herein set forth, to provide TWO HUNDRED NINETY SIX THOUSAND FIFTY TWO DOLLARS (\$296,052) to the Recipient for the purpose of financing eligible costs of the Project.

Section 1.2. Authority Sources of Funds. The Recipient acknowledges that the Authority may use funds from the Clean Water Legacy Fund, State General Obligation Bond proceeds, or a combination of those funds, to fund the PSIG Grant.

Section 1.3. Disbursements. (a) All Recipient disbursement requests will be subject to Authority approval and will be disbursed on a cost reimbursement basis, consistent with the budget presented in the Recipient's application. The Authority may withhold or disallow all or part of the amount requested if the Authority determines the request is not in compliance with this Agreement, applicable federal and state laws, regulations or rules as then in effect.

(b) The Authority will disburse funds pursuant to approved disbursement requests complying with the provisions of this Agreement. Each disbursement request must be for eligible costs for completed work on the Project and must be submitted on or before the deadlines established by the Authority and on a form prescribed by the Authority. Each disbursement request must include supporting invoices and billing statements and be signed by an employee or elected official of the Recipient.

(c) The Authority will reimburse the Recipient for eligible Project costs incurred prior to the execution of this Agreement only to the extent approved in connection with the Authority's approval of the Recipient's application.

(d) The Authority will make disbursements to the Recipient within 30 days of receipt of the Recipient's request, unless the Authority determines to withhold disbursement in accordance with the provisions of

this Agreement. The Authority will endeavor to pay disbursement requests submitted by the Recipient not later than the 15th day of the month by the last day of the same month.

(e) If the entire amount specified in Section 1.1 is not fully disbursed by June 30, 2021, the Authority will not make any further disbursements. In that event, or if final eligible Project costs are less than the total financing amount specified in Section 1.1, the undisbursed balances of the PSIG Grant will be cancelled.

ARTICLE 2 – RECIPIENT RESPONSIBILITIES AND PROJECT COMPLIANCE

Section 2.1. Recipient Responsibilities with Respect to the Project. (a) The Recipient must meet all requirements in the project application submitted to the Authority as to compliance with federal and state laws, rules and regulations and include in any contract or subcontract related to the Project provisions requiring contractor and subcontractor compliance with applicable state and federal laws. The requirements in that application are hereby incorporated by reference.

(b) The Recipient agrees to commence construction and complete the Project with reasonable diligence, regardless of the sufficiency of loans or grants therefor from the Authority to pay eligible project costs.

(c) The Recipient will not enter into a sale, lease, transfer or other use agreement of any part of the Project, or change the use of the Project, without the prior written approval of the Authority if that sale, lease, transfer, agreement or change in use would (i) violate the covenants set forth in Article 3, or (ii) otherwise violate any terms or conditions of this Agreement.

(d) The Recipient must maintain adequate property insurance coverage for the Project in those amounts and with those limits as it determines in good faith to be reasonable or in those amounts and with those limits as the Authority may require from time to time. The Recipient may substitute adequate, actuarially sound self-insurance or risk retention program(s) for property insurance coverage, so long as those program(s) are consistent with applicable laws and state and federal regulations.

(e) The Recipient must complete the Project in accordance with all applicable federal, state and local statutes, rules, regulations, ordinances, reporting requirements, approvals, and state agency certifications governing the design and construction of the Project, and operate the Project's system in compliance with all applicable federal and state laws and regulations and permit requirements.

(f) The Recipient agrees to exert all reasonable efforts to investigate claims that the Recipient may have against third parties with respect to the construction of the Project and, in appropriate circumstances, take whatever action, including legal action, the Recipient reasonably determines to be appropriate.

(g) The Recipient must display a sign with the Clean Water Legacy logo at the project site or other public location identifying that the project was built with assistance from the Clean Water, Land & Legacy Amendment.

Section 2.2. Construction Compliance. (a) The Recipient must comply with the provisions of prevailing wage requirements set forth in Minnesota Statutes, Sections 177.41 to 177.44, as then in effect.

ARTICLE 3 – COMPLIANCE WITH STATE BOND REQUIREMENTS

Section 3.1. State Bond Financed Property. The Recipient and the Authority acknowledge and agree that the Recipient's ownership interest in the Project, consisting of real property, and, if applicable, all facilities located, or that will be constructed and located, on that real property, and all equipment that is a part thereof, that was purchased with the proceeds of state general obligation bond proceeds constitutes "State Bond Financed Property", as that term is used in Minnesota Statutes, Section 16A.695 and the "Fourth Order Amending Order of the Commissioner of Finance Relating to Use and Sale of State Bond Financed Property" dated July 30, 2012 (the "Order"), as such may be amended, modified, supplemented, or replaced from time to time, and therefore the provisions contained in that statute and order apply to the Recipient's ownership interest in the Project and any Use contracts relating thereto. The Recipient agrees that the proceeds of this Agreement must be used, and the Project must be operated, in a manner that complies with Minnesota Statutes, Section 16A.695 and the Order. The Recipient must file the required state bond financed property declaration as provided in the Order and provide a copy of the filed declaration to the Authority, unless the filing requirement is waived in writing by the Commissioner of Minnesota Management and Budget.

Section 3.2. Lease or Management Contract. The Recipient agrees that any lease or management or similar contract (each a "Use Agreement") it enters into with respect to property constituting all or a part of the State Bond Financed Property must comply with the following requirements:

- (a) It must be for the express purpose of carrying out a governmental program established or authorized by law and established by official action of the Recipient.
- (b) It must be approved, in writing, by the Commissioner of Minnesota Management and Budget.
- (c) It must be for a term, including any renewals that are solely at the option of the lessee or manager, that is substantially less than the useful life of the property subject to that lease or management contract, but may allow renewal beyond that term upon determination by the Recipient that the use continues to carry out the governmental program.
- (d) It must be terminable by the Recipient if the other contracting party defaults under the contract, or if the governmental program is terminated or changed.
- (e) It must provide for oversight by the Recipient of the operation of the property that is the subject of the Use Agreement.
- (f) It must specifically identify the statute that provides the Recipient authority to enter into the Use Agreement.
- (g) It must contain a provision stating that the Use Agreement is being entered into in order to carry out a governmental program and must specifically identify the governmental program.

Section 3.3. Sale. The Recipient must not sell any property constituting all or a part of the State Bond Financed Property unless the sale complies with the following requirements:

(a) The Recipient determines by official action that the property is no longer usable or needed by the Recipient to carry out the governmental program for which it was acquired or constructed.

(b) The sale must be made as authorized by law.

(c) The sale must be for fair market value as defined in Minnesota Statutes, Section 16A.695 as then in effect.

(d) The Recipient obtains the prior written consent of the Commissioner of Minnesota Management and Budget.

Section 3.4. Changes to Minnesota Statute 16A.695 or the Order. In the event that Minnesota Statutes Section 16A.695 or the Order is amended in a manner that reduces any requirement imposed upon the Recipient, or if the Recipient's interest in the State Bond Financed Property is exempt from Minnesota Statutes, Section 16A.695 or the Order, then upon written request by the Recipient, the Authority will enter into and execute an amendment to this Agreement to implement that amendment to, or exempt the interest in the Project from, Minnesota Statutes, Section 16A.695 and the Order.

Section 3.5. Waiver. The Authority may waive the requirements of Article IV at any time upon determination by the Authority, and after notifying the Commissioner of Minnesota Management and Budget, that the Project has not been and will not be funded from the proceeds of state general obligation bonds.

ARTICLE 4 - FAILURE TO COMPLY AND REMEDIES

Section 4.1. Failure to Comply and Remedies. If the Recipient fails to fully comply with any provisions of this Agreement and that failure continues for 90 days after written notice from the Authority, the Authority may exercise any one or more of the following remedies:

- (a) Refrain from disbursing the PSIG Grant;
- (b) Demand all or a portion of the PSIG Grant already disbursed be repaid to it, and upon that demand the Recipient must repay that amount to the Authority;
- (c) Enforce any additional remedies the Authority may have at law or in equity.

ARTICLE 5 - FINANCIAL RECORDS, AUDITS, REPORTS AND INSPECTIONS

Section 5.1. Financial Recordkeeping. For all expenditures of funds made pursuant to this Agreement, the Recipient must keep financial accounts and records in accordance with generally accepted accounting principles including invoices, contracts, receipts, vouchers and other documents sufficient to evidence in proper detail the nature and propriety of the expenditures. Such accounts and records must be accessible and available for a minimum of six years from the date of initiation of operation of the Project for examination by authorized representatives of the Authority, the Office of the Legislative Auditor, and the Office of the State Auditor.

Section 5.2. Annual Financial Reports. The Recipient must annually provide to the Authority an acceptable annual financial report conducted in accordance with Minnesota Statutes, Section 471.697

or 471.698, as appropriate, for the years in which the Recipient receives PSIG Grant funds pursuant to this Agreement. All financial reports must be submitted within 30 days after completion of the financial report but no later than one year after the end of the financial reporting period.

Section 5.3. General. The Recipient must submit the project reports required by the Authority on forms prescribed by the Authority.

Section 5.4. Inspections. The Recipient, upon reasonable request by the Authority, must allow the Authority and its agents to inspect the Project.

ARTICLE 6 – GOVERNMENT DATA PRACTICES

Section 6.1. General. The Recipient agrees, with respect to any data that it possesses regarding the Project, to comply with all of the provisions and restrictions contained in the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, that exist as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time.

ARTICLE 7 - ADMINISTRATION

Section 7.1. Amendments. Any amendments to this Agreement must be in writing and must be executed by the Recipient by the same officials who signed the Agreement, or their successors.

Section 7.2. Notices. In addition to any notice required under applicable law to be given in another manner, any notices required hereunder must be in writing, and will be sufficient if delivered by courier or overnight delivery service or sent by certified mail (return receipt requested), postage prepaid, to the address of the party to whom it is directed. That address must be the address specified below or a different address as may hereafter be specified by either party by written notice to the other:

In the case of the Authority:

Minnesota Public Facilities Authority
Attention: Executive Director
1st National Bank Building
332 Minnesota Street, Suite W820
Saint Paul, MN 55101-1378

In the case of the Recipient:

City of Inver Grove Heights
Attention: Mayor
8150 Barbara Avenue
Inver Grove Heights, MN 55077-3410

Section 7.3. Fee. Pursuant to Minnesota Statutes Section 446A.04, subdivision 5, the Recipient must pay to the Authority an administrative fee equal to one-half of one percent of the PSIG Grant amount upon execution of this agreement.

Recipient name: the City of Inver Grove Heights
Project Funding IDs: MPFA--PSIG-G-___-FY18

The Authority and the Recipient have caused this Agreement to be duly executed by their duly authorized undersigned representatives. Statutory Cities must execute this Agreement as provided in Minnesota Statutes, Section 412.201, as amended. Home Rule Charter Cities must execute this Agreement as provided in Minnesota Statutes, Chapter 410, as amended.

RECIPIENT: We have read and we agree to all of the above provisions of this Agreement.

By _____
Title George Tourville
Mayor
Date _____
By _____
Title Michelle Calvert
Deputy Clerk
Date _____



MINNESOTA PUBLIC FACILITIES AUTHORITY:

By _____
Title Shawntera Hardy, or delegate
Chair
Date _____
ENCUMBERED: Individual signing certifies that funds have been encumbered as required by Minnesota Statute 16A
By _____
PO date 08/04/17
PO ID(s) B2401-



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolution Accepting Proposal for Additional Engineering Services from SRF Consulting Group, Inc. (SRF) for Preparation of the Feasibility Report for City Project No. 2010-09F – Upper 55th Street (T.H. 3 to Babcock Trail) Street and Utility Improvements

Meeting Date: August 14, 2017
 Item Type: Consent
 Contact: Thomas J. Kaldunski, 651.450.2572
 Prepared by: Steve W. Dodge, Asst. City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director

SAT

Fiscal/FTE Impact:

☐	None
☐	Amount included in current budget
☐	Budget amendment requested
☐	FTE included in current complement
☐	New FTE requested – N/A
☒	Other: Pavement Management Fund and Special Assessments

PURPOSE/ACTION REQUESTED

Consider resolution accepting proposal for additional engineering services from SRF Consulting Group, Inc. (SRF) for preparation of the feasibility report for City Project No. 2010-09F – Upper 55th Street (T.H. 3 to Babcock Trail) Street and Utility Improvements.

SUMMARY

On May 23, 2016, City Council approved a resolution awarding a contract to SRF for preparation of the feasibility report and other engineering services for City Project No. 2010-09F – Upper 55th Street (T.H. 3 to Babcock Trail) Street and Utility Improvements in the amount of \$102,536.

The City has requested SRF to provide additional services in preparing three separate layouts, right-of-way impact analysis, easement needs, layout cost options, additional meeting attendance, resident questionnaire, and Upper 55th Street culvert repair design work. Council will be updated on the three layout options in a future worksession.

I recommend that the Council adopt the resolution accepting the proposal for additional engineering services from SRF for City Project No. 2010-09F – Upper 55th Street (T.H. 3 to Babcock Trail) Street and Utility Improvements in the amount of \$17,000, for a total contract of \$119,536.

TJK/kf

Attachments: Resolution
 SRF Letter dated August 8, 2017

**CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY**

**RESOLUTION ACCEPTING PROPOSAL FOR ADDITIONAL ENGINEERING SERVICES FROM SRF
CONSULTING GROUP, INC. (SRF) FOR PREPARATION OF THE FEASIBILITY REPORT FOR CITY
PROJECT NO. 2010-09F – UPPER 55TH STREET (T.H. 3 TO BABCOCK TRAIL) STREET AND
UTILITY IMPROVEMENTS**

RESOLUTION NO. _____

WHEREAS, as part of the City's Pavement Management Program, Upper 55th Street has been identified for reconstruction; and

WHEREAS, City staff requested additional services from SRF in addition to the original contract of \$102,536 authorized by Council on May 23, 2016; and

WHEREAS, SRF has provided additional services in the amount of \$17,000 for preparing three separate layouts, right-of-way impact analysis, easement needs, layout cost options, additional meeting attendance, resident questionnaire, and Upper 55th Street culvert repair design work for City Project No. 2010-09F – Upper 55th Street (T.H. 3 to Babcock Trail) Street and Utility Improvements.

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

1. The additional services provided by SRF in the amount of \$17,000, for a total contract of \$119,536, is hereby accepted for City Project No. 2010-09F – Upper 55th Street (T.H. 3 to Babcock Trail) Street and Utility Improvements.
2. Project funding is provided through the Pavement Management Fund and special assessments.

Adopted by the City Council of Inver Grove Heights, Minnesota this 14th day of August 2017

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

August 8, 2017

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

Subject: Upper 55th Street Between Babcock Trail and South Robert Street Trail
City Project No. 2010-09F

Dear Mr. Kaldunski:

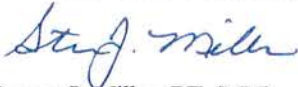
We recently participated in a teleconference with Steve Dodge regarding the schedule and the remaining expectations of SRF and Steve provided an outline of milestones towards completion of the project in November. A meeting has been scheduled for August 18, 2017 in the interim to discuss staff comments on the draft feasibility report prior to a presentation at a City Council work session on October 2, 2017.

Due to the requested additional meetings and additional services for multiple alternatives, layouts and analysis which includes additional alignments, profiles, cross sections and R/W impact analysis for each of the alternatives we cannot complete the work within the remaining Contract budget. Assuming minor staff comments on the draft report, attendance at the Council work session in October, a residential project questionnaire/survey, an open house, three meetings with individual property owners, and finalizing the report following Council guidance from the work session, SRF respectfully requests an additional \$17,000 be added to our existing Contract to cover the costs for this additional work.

We appreciate the opportunity to serve the City of Inver Grove Heights on this project and ask that you contact us promptly with any questions you have on this request.

Sincerely,

SRF CONSULTING GROUP, INC.



Steven J. Miller, PE (MN)
Senior Associate



David Juliff, PE (MN WI IL), LEED AP
Principal

SJM/DJ/jal

cc: Steve Dodge, City of Inver Grove Heights

H:\Projects\09000\9278\Correspondence\Letter\170804 amendment IR request.docx

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider a Resolution Awarding Contract to ProSource Technologies, LLC for Appraiser's Benefit Analysis for City Project No. 2010-09F – Upper 55th Street Reconstruction and Utility Improvements (T.H. 3 to Babcock Trail)

Meeting Date: August 14, 2017
 Item Type: Consent
 Contact: Thomas J. Kaldunski, 651.450.2572
 Prepared by: Steve W. Dodge, Asst. City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director

SPS

Fiscal/FTE Impact:

☐	None
☐	Amount included in current budget
☐	Budget amendment requested
☐	FTE included in current complement
☐	New FTE requested – N/A
☒	Other: Pavement Management Funds, Special Assessments, Utility Funds

PURPOSE/ACTION REQUESTED

Consider a resolution awarding contract to ProSource Technologies, LLC for appraiser's benefit analysis for City Project No. 2010-09F – Upper 55th Street Reconstruction and Utility Improvements (T.H. 3 to Babcock Trail).

SUMMARY

The project was initiated by the City Council as part of the City's Pavement Management Program. The City Council authorized SRF's services for the feasibility study on May 23, 2016. The study will be completed in preparation of the feasibility report to be presented to Council at a future work session.

City staff has contacted consultants that provide appraisal services requesting a proposal for these services. The appraisers are in the City's pool of consultants and have provided the following bids.

Company	Proposal
ProSource Technologies, LLC	\$6,000
Integra Realty Resources Corp.	\$25,000

ProSource Technologies, LLC is recommended by staff due to the competitive bid and prior experience in preparing a benefit analysis for Broderick Boulevard. Integra Resources Corp.'s bid is higher due to their current workload and timing of the proposal request.

I recommend approval of the resolution authorizing staff to enter into an agreement with ProSource Technologies, LLC to provide an appraiser's benefit analysis for City Project No. 2010-09F – Upper 55th Street Reconstruction and Utility Improvements (T.H. 3 to Babcock Trail).

SWD/kf

Attachment: Resolution
Proposals

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

RESOLUTION NO. _____

**RESOLUTION AWARDING CONTRACT TO PROSOURCE TECHNOLOGIES, LLC FOR
APPRAISER'S BENEFIT ANALYSIS FOR CITY PROJECT NO. 2010-09F – UPPER 55TH
STREET RECONSTRUCTION AND UTILITY IMPROVEMENTS (T.H. 3 TO BABCOCK TRAIL)**

WHEREAS, on May 23, 2016, the City Council approved an engineering services proposal for preparation of the feasibility study by SRF for City Project No. 2010-09F – Upper 55th Street Reconstruction and Utility Improvements (T.H. 3 to Babcock Trail); and

WHEREAS, the City's standard practice is to include a benefit analysis for the proposed special assessments.

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

1. ProSource Technologies, LLC is hereby awarded the appraiser's service contract in the amount of \$6,000 for a benefit analysis report for special assessments on City Project No. 2010-09F.
2. Funding will be from Pavement Management Funds, special assessments, and utility funds.

Adopted by the City Council of Inver Grove Heights this 14th day of August 2017

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

Appraisal Services

City of Inver Grove Heights Upper 55th East Street Reconstruction City Project 2010-09F

August 7, 2017



Prepared by

ProSource
TECHNOLOGIES

ProSource Technologies, LLC
9219 East River Road, NW
Minneapolis, MN 55433
763.786.1445 – fax 763.786.1030
www.prosourcetech.com

August 7, 2017

ProSource Technologies, LLC
9219 East River Road NW
Minneapolis, MN 55433
Phone 763-786-1445
Fax 763-786-1030

Mr. Steve Dodge, P.E.
Assistant City Engineer
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077

**RE: Appraisal Services
City of Inver Grove Heights
Upper 55th Street East Reconstruction Project**

Dear Mr. Kaldunski,

ProSource Technologies, LLC (ProSource) is pleased to submit our proposal to conduct the benefit appraisals for the Broderick Boulevard Reconstruction Project.

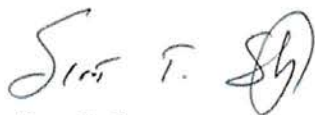
Why the ProSource Team?

- ProSource is the largest right of way acquisition firm in the Midwest with a multi-disciplinary staff having experience with over 100 different clients and bringing to the table experiences and best practices (including acquisition documents) from dozens of municipal and state agencies, along with major utility and pipeline companies throughout the Midwest.
- ProSource is a Minnesota-licensed Real Estate Broker company.
- ProSource has licensed appraisers on staff.
- ProSource has sufficient employee resources to complete the project on time while maintaining its service to existing clients.

We sincerely appreciate the opportunity to submit this proposal. If you have any questions or need further information, please feel free to contact me at 763-786-1445.

Sincerely,

ProSource Technologies, LLC



Scott T. Stenger
Vice President

Minneapolis, MN
Cedar Rapids, IA
Duluth, MN
Thief River Falls, MN



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ProSource is on the Minnesota Department of Transportation pre-qualified consultant list for Direct Purchase, Field Title Investigations, Title/Abstracting, Appraisals, and Relocation Assistance.

ProSource has satisfied all the requirements for the South Dakota Department of Transportation pre-qualified list for Appraisal, Title and Acquisition Services.

Company Overview

ProSource Technologies, LLC (ProSource) is a professional consulting firm specializing in right of way/site acquisition, environmental and disaster recovery services. We offer comprehensive turnkey services for government, commercial and industrial clients providing solutions for power lines, substations, pipelines, wireless telecommunications, fiber optics, roads, railroads, airports, trails, wind farms, commercial, residential and industrial site developments.

Our company consists of professionals includes licensed appraisers, acquisition and relocation agents, attorneys, title specialists, environmental specialists, GIS technicians, drafters and database specialists. Our ability to provide in-house turnkey acquisition services can result in significantly increased overall project efficiency, from both a time and a cost standpoint.

ProSource is a Minnesota and Iowa-licensed real estate broker and a Minnesota-licensed abstracting company. We are headquartered in Minneapolis, Minnesota, with a regional office in Cedar Rapids, Iowa, Duluth and Thief River Falls, Minnesota. ProSource projects have taken us throughout the Midwest including Minnesota, Iowa, North Dakota, South Dakota, Wisconsin, Michigan, Illinois and Indiana.

Work Plan

TASK 1: BENEFIT CONSULTATION SUMMARY

A property benefit valuation will be produced to assess the valuation of the types of properties affected (e.g., single and multi-family residential, commercial, institutional and open space or public park lands, and school land), including available utilities and zoning districts. For the purposed of this proposal we have assumed that assessments will need distinct six distinct types of property. Based on this information, an report will be generated to determine an objective assessment of the fair market value adjustment to the properties due to the road project. This report will be based on recent sales of similar properties in the area, county tax assessment data, interviews with local real estate salespeople, review of real estate literature in the project area, and experience with similar linear projects in the area. The report will include detail on the data used to develop the assessment. ProSource will utilize its licensed appraisers and real estate agents and its access to the Multiple Listing Service database and other public real estate sales databases to conduct this work.

Schedule

ProSource has the appropriate staffing and available resources necessary to complete this work for the City by September 15, 2017.

Cost Proposal and Fee Schedule



For purposes of cost projections, we have assumed the following quantities in the table below.

COST PROPOSAL			
	TASK DESCRIPTION	QUANTITY	PROJECTED TOTAL
	Benefit Summary Analysis	1	\$6,000
		Total	\$6,000

These rates are valid through December 31, 2017

ASSUMPTIONS

1. Forty-three parcels will be part of the Preliminary Consultation and the Consultation Reports.
2. All travel expenses (mileage, lodging and meals) are included in the total estimated project cost.
3. Six distinct types of property usage shall be evaluated.



Proposed Project Team

We propose the following key project team members for your project. (Other qualified ProSource staff may be added to the project team if necessary.) Each individual is particularly experienced in the technical areas necessary to assist the City with right of way valuation activities. A brief description of team member experience relevant to this project is presented below. Detailed resumes of our project team are available on request.

Scott T. Stenger, Project Manager. Mr. Stenger has over 23 years of experience with right of way land acquisition, land title abstracting, land valuation, title curative and examination services for major construction projects. He is a Minnesota and Iowa-licensed Real Estate Broker, accomplished with title research and examinations, title continuations, field title investigations, direct purchase, reporting, routing, relocation, and landowner negotiations and liaison. He is experienced with the application of state statutes and regulations regarding construction projects, and has completed the routing and project management of linear projects in Minnesota, North Dakota, South Dakota, Wisconsin, Iowa and Illinois.

John R. Hraba, Senior Appraiser. Mr. Hraba is a Certified General Real Property Appraiser with a diverse background in real estate appraisals including full and partial acquisitions, residential and commercial properties, appraisal review, condemnation and relocation. His detailed analysis, objective evaluations, superior organizational skills and comprehensive planning allow his work to be thorough and concise. He has conducted appraisals on thousands of residential properties, varying in type, size and value including multi-million dollar properties located on lakes, acreage, building styles, and commercial farms. He has also conducted full appraisals for commercial and residential land developments. Mr. Hraba has completed multiple appraisals on complex properties such Target Field in downtown Minneapolis, Tribal Trust lands in Northern Minnesota, highway easement acquisitions, airport acquisitions, parks, trails, golf courses, land acquisitions for substations, condemnation appraisals for private utilities, and provided cost analysis for various insurance purposes.

Mr. Hraba is highly knowledgeable in the Uniform Standards of Professional Appraisal Practices (USPAP) and the Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA). He is able to meet the highest professional standards in the appraisal industry as well as working well with client needs and expectations.



August 9, 2017

Mr. Steve Dodge
Assistant City Engineer
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077

SUBJECT: Special Benefits Analysis
City Project No. 2010-09F
Upper 55th Street Reconstruction between Babcock Trail and TH 3
Inver Grove Heights, MN

Dear Mr. Dodge:

Integra Realty Resources – Minneapolis/St. Paul appreciates the opportunity to provide this proposal for appraisal services concerning special benefits assessment analysis for the above-captioned project.

It is our understanding that the purpose of the appraisal analysis is to provide an opinion of market value benefit for identified properties in the project area emanating from proposed reconstruction of the described section of Upper 55th Street that will convert the section between Babcock Trail and Trunk Highway 3 from rural to urban roadway classification. Intended use of the appraisal report is for curb, street and storm assessment. We understand that general property types within the project area are single family, city park, church, apartments

Corresponding to the scope of this assignment, the appraisal report(s) will be prepared in IRR standard format that meets or exceed summary format requirements described by previous of the Uniform Standards of Professional Appraisal Practice (USPAP). We will, at minimum, perform the following:

- Perform an exterior inspection of the properties.
- Prepare an appraisal report that includes an adequate description of the physical characteristics of the properties and comparable sales. The appraisal report will include adequate photographs of the subject property and comparable sales and provide location maps of the property and the comparable sales.

Mr. Steve Dodge
City of Inver Grove Heights
August 9, 2017
Page 2

- The appraisal report will identify the highest and best use.
- The appraisal report will present and analyze relevant market information.
- The appraisal report will provide the appraiser's analysis, opinions, and conclusions.
- The appraisal report will include the certification of the appraiser.

The appraisals and reports will conform with and be subject to, the Standards of Professional Practice and Code of Ethics of the Appraisal Institute and the *Uniform Standards of Professional Appraisal Practice* (USPAP) developed by the Appraisal Standards Board of the Appraisal Foundation. I am a designated MAI member of the Appraisal Institute.

Integra Realty Resources Minneapolis/St. Paul has been in business since 1991 and has historically been one of the largest commercial real estate appraisal firm in the five-state area. We are regularly engaged by governmental organizations and have performed assignments for the City of Inver Grove Heights, including the Northwest Area project. Current clients and assignments include numerous governmental agencies representing federal, state, county and community jurisdictions. We regularly perform assignments for Dakota County.

We will perform this assignment for an all-inclusive fee of \$5,000 per property classification, or \$25,000 total. Given our current significant level of obligation, we are unable to meet your requested deadline for delivery of reports, September 15, 2017. Rather, we commit to delivery of the final report(s) by October 20, 2017.

Included are copies of my Minnesota appraisal license and current published qualifications. Thank you for considering us for this assignment.

Sincerely,

INTEGRA REALTY RESOURCES – MINNEAPOLIS/ST. PAUL



Dan Mueller, MAI, MRICS
Executive Director



Dan Mueller, MAI, MRICS

Experience

Director for Integra Realty Resources—Minneapolis/St. Paul of Minneapolis, Minnesota. Actively engaged in real estate valuation and consulting as an independent real estate broker since 1986 and independent real estate appraiser since 1993. Experience includes valuation and analysis of all types of real estate ranging from commercial, industrial, residential, and special purpose properties. Particular expertise in litigation matters such as condemnation, property taxation, and partnership disputes. Clients served include private and public agencies, lenders, law firms, and investment firms. Valuations have been performed for eminent domain purposes, estates, financing, equity participation, feasibility analysis and due diligence support. Valuations and market studies have been performed on various properties including but not limited to, neighborhood and community shopping centers, apartment complexes, single and multi-tenant industrial buildings, low to high rise office buildings, mixed-use facilities, and vacant land for different uses. Specialized real estate valued includes restaurants, regional malls, hotels, industrial plants, corporate headquarters major offices, theaters, special purposes, land subdivisions, outdoor advertising, aggregate and limestone mines, treatment centers, nursing homes, landfills, railroad, oil, natural gas and electrical transmission corridors, marinas, golf courses, convenience stores and truck stop/travel centers.

Professional Activities & Affiliations

Appraisal Institute, Member (MAI)
Royal Institute of Chartered Surveyors, Member (MRICS)
Member: International Right of Way Association (IRWA)
Member: NAIOP Commercial Real Estate Development Association
Member: International Council of Shopping Centers (ICSC)
Recipient of the Appraisal Journal Outstanding Service Award, May 2016
Appraisal Institute Body of Knowledge Committee, 2016
President: North Star Chapter of the Appraisal Institute, 2007
Vice President: North Star Chapter of the Appraisal Institute, 2006
Secretary: Metro Minnesota Chapter of the Appraisal Institute, 2005
Treasurer: Metro Minnesota Chapter of the Appraisal Institute, 2004
Appraisal Institute National Comprehensive Exam Subcommittee/Panel, 1999-2016
Appraisal Institute National Comprehensive Exam Chair, Income Approach Module
Appraisal Institute National Comprehensive Exam Appointed Panel Chair, 2005-2008
Appraisal Institute National Comprehensive Exam Appointed Subcommittee Chair, 2002-2004
Appraisal Institute National Comprehensive Exam Appointed Subcommittee Vice-Chair, 2000
Appraisal Institute Appraisal Journal Review Panel, 2001-2016
Appraisal Institute Appraisal Journal Editorial Board, 2004
Appraisal Institute General Appraiser Council Admissions Committee, 2002-2004
Appraisal Institute Qualifying Education Committee, 2002-2004
Appraisal Institute Curriculum Subcommittee, 2002
Consulting task force to review Income Approach Chapters for 12th Ed. of The Appraisal of Real Estate
Instructor: Appraisal Institute Course 310, Basic Income Capitalization
Instructor: Highest & Best Use and Condemnation classes for Masters Degree at University of St. Thomas

Integra Realty Resources Minneapolis/St. Paul

8012 Old Cedar Avenue South

Minneapolis, MN 55425

T 612-339-7700

F 612-339-7937

irr.com



Dan Mueller, MAI, MRICS

Participant: Appraisal Institute Leadership Development and Advisory Counsel,
Washington, DC, 2002-2004

Participant: Court Appointed Real Estate Commissioner - Ramsey County, Minnesota

Licenses

Minnesota, Certified General Real Property Appraiser, 4003551, Expires August 2019

Wisconsin, Certified General Appraiser, 1378-10, Expires December 2017

Iowa, Certified General Real Property Appraiser, CG02890, Expires June 2019

North Dakota, Certified General Appraiser, CG-21234, Expires December 2017

South Dakota, State Certified General Appraiser, 1208CG, Expires September 2017

Education

Bachelor of Science in Business Administration and Economics from Winona State University.

Successfully completed numerous real estate related courses and seminars sponsored by the Appraisal Institute, Commercial Investment Real Estate Institute, accredited universities, and others.

Currently certified by the Appraisal Institute's voluntary program of continuing education for its designated members.

Qualified Before Courts & Administrative Bodies

Testifying in Federal and District Courts, Tax Court, Administrative Hearings, and at Real Estate Commissioner Hearings in numerous states plus Washington, D.C.

Integra Realty Resources
Minneapolis/St. Paul

8012 Old Cedar Avenue South

Minneapolis, MN 55425

T 612-339-7700

F 612-339-7937

irr.com



STATE OF MINNESOTA



DAN P MUELLER
INTEGRA REALTY RESOURCES
8012 OLD CEDAR AVENUE SOUTH
MPLS, MN 55425

Department of Commerce

The Undersigned COMMISSIONER OF COMMERCE for the State of Minnesota hereby certifies that
DAN P MUELLER

INTEGRA REALTY RESOURCES
8012 OLD CEDAR AVENUE SOUTH
MPLS, MN 55425

has complied with the laws of the State of Minnesota and is hereby licensed to transact the business of

Resident Appraiser : Certified General

License Number: 4003551

unless this authority is suspended, revoked, or otherwise legally terminated. This license shall be in effect until August 31, 2019.

IN TESTIMONY WHEREOF, I have hereunto set my hand this July 07, 2017.

A handwritten signature in black ink, appearing to read "Mike Rotman".

COMMISSIONER OF COMMERCE

Minnesota Department of Commerce

Licensing Division

85 7th Place East, Suite 500

St. Paul, MN 55101-3165

Telephone: (651) 539-1599

Email: licensing.commerce@state.mn.us

Website: commerce.state.mn.us

Notes:

- **Individual Licensees Only - Continuing Education:** 15 hours is required in the first renewal period, which includes a 7 hour USPAP course. 30 hours is required for each subsequent renewal period, which includes a 7 hour USPAP course.
- **Appraisers:** You must hold a licensed Residential, Certified Residential, or Certified General qualification in order to perform appraisals for federally-related transactions. **Trainees do not qualify.** For further details, please visit our website at commerce.state.mn.us.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Approval of Temporary Liquor License – Church of St. Patrick

Meeting Date: August 14, 2017

Item Type: Consent Contact:

651-450-2513

Prepared by: Michelle Tesser

Reviewed by: N/A

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED:

Consider approval of the request from Church of St. Patrick for a temporary liquor license on September 16, 2017 and September 17, 2017.

SUMMARY:

Pursuant to City Code Section 4-1-4 a temporary on-sale intoxicating liquor license may be issued to a club, charitable, religious, or other nonprofit organization in existence for at least three (3) years. The temporary license may only be issued in conjunction with a social event within the municipality sponsored by the licensee and may only be issued for a period not to exceed four (4) consecutive days.

The Church will be hosting an event and the sale of liquor will be in conjunction with this event. A certificate of liability insurance was provided to the City.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: August 14, 2017
 Item Type: Consent
 Contact: Lt. Sean Folmar (651)-450-2465
 Prepared by: Lt. Sean Folmar (Interim Chief of Police)
 Reviewed by:

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider a resolution prohibiting parking on Babcock Trail, from Upper 55th Street to 60th Street, due to safety concerns stemming from Salem Hills Elementary School.

SUMMARY

In May of 2017, the city and county received numerous complaints surrounding safety concerns for students of Salem Hills Elementary School (ISD 199). After receiving complaints the city worked with both the county and school district on solving the problem. The county traffic engineer and I sat in an unmarked squad car across from the school and observed the issues. The main issue was the parking along Babcock that occurred from parents waiting to pick up their children. This parking caused traffic to go into the oncoming lane of traffic, prohibited visibility for vehicles exiting the school parking lot and making turns, and promoted children walking along Babcock Trail rather than wait for the parents to pull in to the parking lot.

After the observation, the city, county, and school district staff met and discussed how to mitigate the problem. It was decided that a temporary (2 week) “No Parking” ban would be implemented. With approval of the county, the city installed temporary “No Parking” signs on the west side of Babcock Trail from 2 residences north of the school entrance, south to the school entrance. This was in place for those 2 weeks, which coincided with the end of the school year and was monitored by the Police Department during the morning and afternoon. The signage was successful in clearing sight lines and stopping the parking in the posted area. However, since the restriction was in a small section of the roadway, parking was observed to then move further down Babcock Trail. The parking restriction proposed is expected to address the issue more comprehensively.

Because Babcock Trail is a county road, to enact a parking restriction, a resolution must be passed by the City Council that prohibits parking on Babcock Trail from Upper 55th Street to 60th Street on both the east and west side of the road. The county will then install and maintain the signs. The school district is in support of the parking ban (letter attached).

School staff will notify parents to arrive for picking up students at a time following the departure of the school buses. A restriction at the school exit to allow for only right turns to go south will also improve traffic flow. Provided this process is followed, school district staff have indicated there is ample room within the lot for student pick-up without the need for parents to park on Babcock Trail.

A letter was sent to the affected property owners (attached). The letter states that the east and west sides of Babcock Tr. would be posted "No Parking" from Upper 55th Street to 60th Street.

Attachments: Letter from ISD 199
Letter to residents
Resolution

c.c. Tim Kuntz

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

RESOLUTION NO.

**RESOLUTION ESTABLISHING NO PARKING ZONE ON BABCOCK TRAIL
(COUNTY STATE AID HIGHWAY 73) FROM UPPER 55TH ST. E TO 60TH ST.E.**

WHEREAS, the City of Inver Grove Heights and Dakota County have established that there is not sufficient road width for parking on either side of Babcock Trail, and

WHEREAS, the City of Inver Grove Heights, Dakota County, and ISD 199 are in agreement that parking on Babcock Trail poses a threat to the safety of the public, and

WHEREAS, City Code Title 6, Chapter 3, 6-3-2 PARKING ZONES, does authorize the designation of parking zones by the City Council; and

WHEREAS, Minnesota Statutes, Chapter 169, has been adopted by reference as part of said City Code

NOW, THEREFORE BE IT RESOLVED that the City shall ban the parking of motor vehicles on Babcock Trail from Upper 55th Street to 60th Street at all times.

Adopted by the City Council of the City of Inver Grove Heights on this 14th day of August, 2017.

Ayes:

Nays:

George Tourville, Mayor

Attest:

Michelle Tesser, City Clerk



July 28, 2017

City of Inver Grove Heights Police Department

8150 Barbara Ave, Inver Grove Heights, MN 55077

(651) 450-2525

Fax (651) 450-2543

Dear Resident/Property Owner:

The City Council will consider a resolution to post Babcock Trail as a "No Parking" zone from Upper 55th Street to 60th Street. This action is being taken is due to public safety concerns over the parking that is occurring in this stretch of roadway. This parking situation was monitored by the City, the County and ISD 199 and was temporarily posted at the end of the school year. Due to the success of the temporary posting, the City Council will be considering a permanent parking restriction. For the County to install no parking signs along Babcock Trail the City is required to pass a resolution since Babcock Trail is a county road, the City is required to pass a resolution that bans parking in this stretch of roadway.

The City recognizes that this may be a change to access for some residents, but the City feels the safety concerns are great enough to justify the parking ban.

The City Council will consider this resolution on August 14, 2017 at the regularly scheduled City Council meeting. If you have any questions, please call me at 651-450-2465 or e-mail me at sfolmar@invergroveheights.org

Sincerely,

A handwritten signature in black ink that reads "Sean Folmar". The signature is written in a cursive style.

Sean Folmar

Interim Police Chief



Inver Grove Heights Schools

2990 80th Street East
Inver Grove Heights, MN 55076
PHONE: 651-306-7800
FAX: 651-306-7295
www.isd199.org

July 27, 2017

TO WHOM IT MAY CONCERN:

Salem Hills Elementary is a 500 student school in the Inver Grove Heights School District (ISD 199). Salem Hills Elementary also includes the district gifted magnet, Atheneum Elementary. The school is located at 5899 Babcock Trail, Inver Grove Heights.

School traffic at student arrival and dismissal times at Salem Hills Elementary has grown over the years and, in turn, brought about student safety challenges. The school district, City of Inver Grove Heights Police Department and Dakota County Transportation Department has evaluated and discussed opportunities for improved student safety.

Collectively, we have concluded the most appropriate next step is to make both sides of Babcock Trail between upper 55th Street East and 60th Street East a No Parking/No Stopping zone. Families park and or wait on Babcock Trail during arrival and dismissal contributing to student safety and traffic challenges.

No Parking/No Stopping on Babcock Trail adjacent to the school will create access challenges to families and visitors during and after school hours, specifically for special events. This parking has also created challenges on Babcock Trail. The district and school will work with families to arrive at workable solutions to this change.

The Inver Grove Heights School District supports the recommendation.

Sincerely,

Dave Bernhardson
Superintendent

Atheneum Gifted Magnet Program ⊕ Hilltop Elementary School ⊕ Pine Bend Elementary School
Salem Hills Elementary School ⊕ Inver Grove Heights Middle School ⊕ Simley High School

Inver Grove Heights Schools ⊕ 2990 80th Street East ⊕ Inver Grove Heights, MN 55076 ⊕ PHONE: 651-306-7800 ⊕ FAX: 651-306-7295 ⊕ www.isd199.org

Sean Folmar

From: Laura [lauraza333@comcast.net]
Sent: Tuesday, August 01, 2017 9:02 AM
To: Sean Folmar
Subject: No parking zone on Babcock

I received your notice to consider banning parking on a stretch of Babcock Trail. I've lived on this stretch for 21 years and can't understand why this is being considered. A few times of year school activities necessitate street parking. Yes it crowds the road but there really is no other option other than parents forced to NOT attend an event. Please reconsider.

Laura Zamora
5979 Babcock Trail

Sent from my iPad

Sean Folmar

From: Tom Link
Sent: Wednesday, August 02, 2017 8:33 AM
To: Sean Folmar
Subject: FW: parking on babcock trail meeting

From: Lawler, Gloria [<mailto:Gloria.Lawler@CO.RAMSEY.MN.US>]
Sent: Wednesday, August 02, 2017 7:18 AM
To: Tom Link
Cc: POPLARPOSEY@YAHOO.COM
Subject: parking on babcock trail meeting

Hi,

I got a letter in the mail. It stated that there is going to be a meeting

Re: parking on Babcock Trail. Do not have it with me today. Do I need to be on the agenda to Voice an opinion at the meeting? Need to get on the agenda if necessary.

Gloria Lawler
651468-5159

Tom Link | Director Community Development

Tel: 651-450-2546 | Fax: 651-259-8036

City of Inver Grove Heights | 8150 Barbara Ave | Inver Grove Heights | Minnesota | 55077

tlink@invergroveheights.org | www.invergroveheights.org

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

PERSONNEL ACTIONS

Meeting Date: August 14, 2017
 Item Type: Consent Agenda
 Contact: Janet Shefchik, HR Manager
 Prepared by: Janet Shefchik, HR Manager
 Reviewed by:

Fiscal/FTE Impact:

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

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

Please confirm the Part-Time/Temporary/Seasonal Employment of:

Parks & Recreation/VMCC
 Kahlert, Katherine, Manager on Duty
 Hovland, Elizabeth, Guest Services Worker
 Hagenan, Emily, Lifeguard
 Anderson-Kanga, Rachel, Manager on Duty
 Fuller, Lynn, Manager on Duty
 Guggisberg, Alex, Lifeguard
 Wilson, Antone, Fitness Worker
 Cassada, Peter, Fitness Worker

Please confirm the Resignation/Termination of Employment of:

Parks & Recreation/VMCC/Golf Course
 Leschak, Aaron, Golf Course Laborer
 Lundblad Dahl, Danielle, Concessionaire
 Schmidt, Barbara, Concessionaire
 Henderson, Jospeh, Golf Course Laborer

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Public Hearing and Second Reading on Franchise Fee Ordinances

Meeting Date: August 14, 2017
 Item Type: Regular
 Contact: Kristi Smith 651-450-2521
 Prepared by: Kristi Smith, Finance Director
 Reviewed by: Joe Lynch, City Administrator

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Public hearing and second reading of the Ordinances Implementing Electric and Gas Franchise Fees and Amending Ordinances Relating to Gas and Electric Franchise Fees

SUMMARY

The first reading of franchise fees was approved on July 10, 2017.

The following changes have been made to the documents:

- Franchise Fee Gas Utility Rate for Firm Transportation is recommended at \$15.00
- Franchise Fee Gas Utility Rate for Interruptible Transportation is recommended at \$15.00
- Franchise Fee Electric Utility Rate for C&I Interruptible (Dakota Electric Association) is recommended at \$25.00 (previously recommended at \$95.00)
- Removal of the word metered from Schedule A on the Ordinance implementing electric franchise fees for Dakota Electric Association (Street Lights are not metered.)
- Changes identified by the City Attorney as identified by separate memorandum.

Council asked the impact to changing the monthly Street Light fees to \$0. Revenue would be reduced by about \$3,100 annually. Dakota Electric Association recommends the Street Light fees be \$0 as the implementation of this fee would require additional programming on their part and manual intervention each month.

Council asked the impact to changing the monthly Commercial fees to \$3.00 for electric and \$10.50 for gas. Revenue would be reduced by about \$177,700 annually.

Council asked if Xcel Energy and Dakota Electric Association concur that the rates are equivalent due to the different categories in the proposed ordinances. With the above change to Electric C&I Interruptible Dakota Electric Association agrees and Xcel Energy preliminarily agrees (pending review by their Finance Department).

Council also asked what classifications the city accounts are. City accounts are classified as follows (per July 2017 invoices):

Address	Gas Rate	Electric Rate
St Lite #Stlt		Street Lights
1597 80th St E		Sm Gen (non-demand)
1841 105th St E #east		Gen Demand
1841 105th St E #west		Gen Demand
1841 105th St #MNTBldg		Gen Demand
Wescott/149 #lights		Sm Gen (non-demand)
10810 Alison Way #park		Sm Gen (non-demand)
Skyview Park - 6765 Dawn Way	Sm Commerical Firm Svc	General
Aquatic Center - 8055 Barbara Ave	Large Comm Firm Svc	
Simley Island Park - 3100 80th St E		Sm Gen Svc (metered)
Oakwood Park - 3534 78th St E	Sm Commerical Firm Svc	Sm Gen Svc (metered)
Ice Arena Load Profile - 8055 Barbara Ave	Large Comm Firm Svc	General
Ice Arena Load Profile - 8055 Barbara Ave		General
Groveland Pk Shelter	Sm Commerical Firm Svc	Sm Gen Svc (metered)
SV Park - 2810 70th St E	Sm Commerical Firm Svc	Sm Gen Svc (metered)
Aquatic Center - 8055 Barbara Ave		General
Aquatic Center - 8055 Barbara Ave		General
Lions Park Pond - 2423 65th St		Sm Gen Svc (metered)
RV Maintenace Bldg - 1841 105th St	Sm Commerical Firm Svc	
Rock Island / Picnic Shelter - 4465 66th St E		Sm Gen Svc (metered)
Protective Street Lights		Street Lights
Fire Sirens		
Maintenance Facility - 8168 Barbara Ave	Large Comm Firm Svc	
Traffic Signal - 5000 S Robert Trl Unit Signal		General TOD kWh Meterd
Traffic Signal and Lights - 2920 Upper 55th St		Sm Gen Svc (metered)
Festoon/Receptacles - 6752 Cahill Ave		Sm Gen Svc (metered)
Street Lights - 2923 80th St E		Sm Gen Svc (metered)
Cold Storage Bldg - 8150 Barbara Ave		General
Public Works Bldg - 8150 Barbara Ave		General
Traffic Signal - 5401 S Robert Trl Sunfish Lake		General TOD kWh Meterd
Traffic Signal and Lights - 5805 Blaine Ave		Sm Gen Svc (metered)
2880 80th St E		Sm Gen Svc (metered)
Storm Water Pump - 8481 College Trl		General
2800 70th St E		Sm Gen Svc (metered)
8150 Barbara Avenue		General
8150 Barbara Avenue		General
Protective Street Lights		Street Lights
Club House - 1850 70th St E	Sm Commerical Firm Svc	
Shelter #5 - 1850 70th St E		Sm Gen Svc (metered)
Comfort Station - 1850 70th St E		Sm Gen Svc (metered)
Irrigation Load Profile - 1850 70th St E		General
Club House - 1850 70th St E		General
Maint Bldg - 1597 80th St E	Sm Commerical Firm Svc	
1850 70th St E Lot Lights		Energy Only St Lt Svc
7011 Concord Blvd		Sm Municipal Pump Svc
Forest Haven Lift Station - 5916 Blackberry Bridge Path		Sm Municipal Pump Svc
Well #5 - 2990 75th St E	Sm Commerical Firm Svc	Municipal Pumping Svc
Well #7 - 7509 Barbara Ave	Sm Commerical Firm Svc	Peak Controlled Service
Well #8 - 2307 75th St E		Municipal Pumping Svc
Well #6 - 2988 75th St E		Municipal Pumping Svc
River Road Lift Station - 6901 River Rd		Sm Municipal Pump Svc
Doffing Ave Lift Station - 6320 Doffing Ave		Sm Municipal Pump Svc
Well #6 - 2980 75th St E	Sm Commerical Firm Svc	
Babcock Booster Station - 7400 Babcock Trl	Sm Commerical Firm Svc	
Water Treat Plant - Load Profi - 2015 75th St e	Sm Commerical Firm Svc	Peak Controlled Service
Well #4 - 2800 70th St E	Sm Commerical Firm Svc	Peak Controlled Service
Well #3 - 6857 Cahill Ave	Sm Commerical Firm Svc	General TOD Srvc
Babcock Booster Station - Load - 7400 Babcock Trl		Peak Controlled Service
North Side Water Tower - 1770 50th St e		Sm Gen Svc (metered)

Address	Gas Rate	Electric Rate
Whistletree Lift Station - 8222 Cleary Ct		Sm Municipal Pump Svc
Arbor Pointe Tower - 8815 Broderick Blvd		Sm Gen Svc (metered)
7733 S Robert Trl		Municipal Pumping Svc
Pine Bend Lift Station - 9937 Inver Grove Trl Unit Lift		Sm Municipal Pump Svc
Argenta Hills Lift Station - 7601 S Robert Trl Unit Lift	Sm Commerical Firm Svc	
Asher Lift Station - 7022 Archer Trl		General
7015 Clayton Ave	Large Comm Firm Svc	General
Fire Department - 2059 Upper 55th St E		General
2059 Upper 55th St E	Large Comm Firm Svc	
Protective Street Lights		Street Lights
Traffic Signal - 3296 117th St E		General TOD kWh Metered
Simley Lake Street Lights - 3110 80th St		Sm Gen Svc (metered)
Traffic Signal/117th & Hwy 52 - 3590 117th St E		Sm Gen Svc (metered)
3717 117th St E		Sm Gen Svc (metered)
Traffic Signal = 2254 Upper 55th St E		Sm Gen Svc (metered)
3105 68th St E		Sm Gen Svc (metered)
3241 68th St E		Sm Gen Svc (metered)
7722 S Robert Trl		Sm Gen Svc (metered)
4465 66th St E Unit Lighting		Energy Only St Lt Svc
5650 Asher Ave E		Sm Gen Svc (metered)

LEVANDER, GILLEN & MILLER, P.A.

ATTORNEYS AT LAW

TIMOTHY J. KUNTZ
DANIEL J. BEESON
*KENNETH J. ROHLF
◊STEPHEN H. FOCHLER
ΔJAY P. KARLOVICH
ANGELA M. LUTZ AMANN
*KORINE L. LAND
◻*DONALD L. HOEFT
DARCY M. ERICKSON
DAVID S. KENDALL
*BRIDGET McCAULEY NASON
TONA T. DOVE
AARON S. PRICE
•
HAROLD LEVANDER
1910-1992
•
ARTHUR GILLEN
1919-2005
•
ROGER C. MILLER
1924-2009

MEMO

*ALSO ADMITTED IN WISCONSIN
ΔALSO ADMITTED IN NORTH DAKOTA
◊ALSO ADMITTED IN MASSACHUSETTS
◻ALSO ADMITTED IN OKLAHOMA
ΔALSO ADMITTED IN ARIZONA

TO: Mayor and Councilmembers
FROM: Timothy J. Kuntz, City Attorney
DATE: August 9, 2017
RE: Franchise Fees – Second Reading of Ordinances (August 14, 2017 Council Meeting)

Section 1. Background. The franchise fee ordinances are on the Council agenda for the second reading at the August 14, 2017 Council Meeting. The second reading is scheduled in conjunction with a public hearing. The third reading is scheduled for September 11, 2017.

The City has three franchises:

- Electric Franchise with Northern States Power Company d/b/a Xcel Energy
- Electric Franchise with Dakota Electric Association
- Gas Franchise with Northern States Power Company d/b/a Xcel Energy

Section 2. Changes. Finance Director Kristi Smith, by separate memo, has identified certain “number” changes to the ordinances. Those fee number changes have been incorporated into the attached drafts.

Legal counsel for Xcel Energy has also requested changes that have been incorporated. Those changes are:

- a. No need to amend Section 9 of original franchise. At first, Jake Sedlacek from Xcel had suggested an amendment to Section 9 of the original ordinance which dealt with the enabling authority to impose a franchise fee. As a result, we originally drafted three ordinances that amended Section 9 of the original ordinances. Legal counsel for Xcel now indicates that the amendments are not necessary and that Section 9 can remain the same as found in the original franchise without amendment. As a result, we are not processing the three

ordinances that amend Section 9. We are still processing the three ordinances that implement franchise fees.

- b. There are three respective ordinances that implement franchise fees. In Section 3 of the implementing ordinance, Xcel requested the following changes:

No franchise fee shall be payable by Company if Company is ~~legally~~ unable to first collect an amount equal to the franchise fee from its customers in each applicable class of customers by imposing a surcharge in Company's applicable rates for electric service.

In addition, from time to time as requested by the City, the Company agrees to provide ~~at the time of each payment~~ a statement summarizing how the franchise fee payment was determined, including information showing any adjustments to the total surcharge billed in the period for which the payment is being made to account for any uncollectibles, refunds or error corrections.

Those changes have been made in each of the implementing ordinances. All changes have been shown in blackline form on the attached ordinances.

Section 2. Council Action. At the August 14, 2017 Council meeting, the Council will consider the second reading of the following ordinances and the Council will conduct the public hearing with respect to the three ordinances:

1. An Ordinance Implementing An Electric Service Franchise Fee On Northern States Power Company, A Minnesota Corporation, D/B/A Xcel Energy, Its Successors And Assigns, For Providing Electric Service Within The City Of Inver Grove Heights.
2. An Ordinance Implementing A Gas Service Franchise Fee On Northern States Power Company, A Minnesota Corporation, D/B/A Xcel Energy, Its Successors And Assigns, For Providing Gas Service Within The City Of Inver Grove Heights.
3. An Ordinance Implementing An Electric Service Franchise Fee On Dakota Electric Association, A Minnesota Corporation, Its Successors And Assigns, For Providing Electric Service Within The City Of Inver Grove Heights.

Attachments

ORDINANCE NO. _____

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

AN ORDINANCE IMPLEMENTING AN ELECTRIC SERVICE FRANCHISE FEE
ON NORTHERN STATES POWER COMPANY, A MINNESOTA CORPORATION,
D/B/A XCEL ENERGY, ITS SUCCESSORS AND ASSIGNS, FOR PROVIDING
ELECTRIC SERVICE WITHIN THE CITY OF INVER GROVE HEIGHTS

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

SECTION 1. PURPOSE. The Inver Grove Heights City Council has determined that it is in the best interest of the City of Inver Grove Heights (the "City") to impose a franchise fee on those public utility companies that provide electric services within the City.

Pursuant to City Ordinance No. 1199, ~~amended by City Ordinance No. _____~~, a Franchise Agreement between the City and Northern States Power Company, a Minnesota Corporation, d/b/a Xcel Energy, its successors and assigns (the "Company"), the City has the right to impose a franchise fee on the Company in an amount and fee design as set forth in the fee schedule attached hereto as Schedule A.

SECTION 2. TERMS. A franchise fee is hereby imposed on the Company under its electric franchise in accordance with the schedule attached hereto and made a part of this Ordinance, commencing with the Company January 2018 billing month.

The fee shall be in lieu of any permit or other fees being imposed on Company.

This fee is an account-based fee on each premise and not a meter-based fee. In the event that an entity covered by this ordinance has more than one meter at a single premise, but only one account, only one fee shall be assessed to that account. If a premise has two or more meters being billed at different rates, the Company may have an account for each rate classification, which will result in more than one franchise fee assessment for electric service to that premise. If the Company combines the rate classifications into a single account, the franchise fee assessed to the account will be the largest franchise fee applicable to a single rate classification for energy delivered to that premise. In the event any entities covered by this ordinance have more than one premise, each premise (address) shall be subject to the appropriate fee. In the event a question arises as to the proper fee amount for any premise, the Company's manner of billing for energy used at all similar premises in the city will control.

SECTION 3. PAYMENT. The franchise fee shall be payable quarterly and shall be based on the amount collected by Company during complete billing months during the period for which payment is to be made by imposing a surcharge equal to the designated franchise

fee for the applicable customer classification in all customer billings for electric service in each class. The payment shall be due the last business day of the month following the period for which the payment is made. The franchise fee may be changed by ordinance from time to time; however, each change shall meet the same notice requirements and not occur more often than annually and no change shall require a collection from any customer for electric service in excess of the amounts specifically permitted by the attached fee schedule. The time and manner of collecting the franchise fee may be subject to the approval of the Commission. No franchise fee shall be payable by Company if Company is ~~legally~~ unable to first collect an amount equal to the franchise fee from its customers in each applicable class of customers by imposing a surcharge in Company's applicable rates for electric service. Company may pay the City the fee based upon the surcharge billed subject to subsequent reductions to account for uncollectibles, refunds and correction of erroneous billings. Company agrees to make its records available for inspection by the City at reasonable times provided that the City and its designated representative agree in writing not to disclose any information which would indicate the amount paid by any identifiable customer or customers or any other information regarding identified customers. In addition, from time to time as requested by the City, the Company agrees to provide ~~at the time of each payment~~ a statement summarizing how the franchise fee payment was determined, including information showing any adjustments to the total surcharge billed in the period for which the payment is being made to account for any uncollectibles, refunds or error corrections.

SECTION 4. SURCHARGE. The City recognizes that the Minnesota Public Utilities Commission may allow Company to add a surcharge to customer rates of city residents to reimburse Company for the cost of the fee.

SECTION 5. EQUIVALENT FEE REQUIREMENT. This ordinance shall not be effective against Company unless it lawfully imposes and the City monthly or more often collects a fee or tax of the same or greater equivalent amount on the receipts from sales of energy within the City by any other energy supplier, provided that, as to such a supplier, the City has the authority to require a franchise fee or to impose a tax. The "same or greater equivalent amount" shall be measured, if practicable, by comparing amounts collected as a franchise fee from each similar customer, or by comparing, as to similar customers the percentage of the annual bill represented by the amount collected for franchise fee purposes. The franchise fee or tax shall be applicable to energy sales for any energy use related to heating, cooling or lighting, or to run machinery and appliances, but shall not apply to energy sales for the purpose of providing fuel for vehicles. If the Company specifically consents in writing to a franchise or separate ordinance collecting or failing to collect a fee from another energy supplier in contravention of this section, the foregoing conditions will be waived to the extent of such written consent.

SECTION 6. ENFORCEMENT. Any dispute, including enforcement of a default regarding this ordinance will be resolved in accordance with Section 2.5 of the Franchise Agreement.

SECTION 7. EFFECTIVE DATE OF FRANCHISE AGREEMENT. The effective date of this Ordinance shall be after its publication and ninety (90) days after the sending of written notice enclosing a copy of this adopted Ordinance to Company by certified mail. Collection of

the fee shall commence as provided above.

SECTION 8. SUNSET DATE OF FRANCHISE FEE. The termination of this Ordinance shall take effect at the end of June 30, 2029. Changes or adjustments to terms of this Ordinance shall follow the process outlined in the Franchise Agreement.

Passed this _____ day of September, 2017.

George Tourville, Mayor

Attest:

Michelle Tesser, City Clerk

SCHEDULE A

Franchise Fee Rates:

Electric Utility

The franchise fee shall be in an amount determined by applying the following schedule per customer premise/per month based on metered service to retail customers within the City:

	Amount per month
Residential	\$2.75
Sm C & I – Non-Dem	\$3.00
Sm C & I – Demand	\$25.00
Large C & I	\$95.00
Public Street Ltg	\$6.00
Muni Pumping – N/D	\$0.00
Muni Pumping – Dem	\$0.00

Franchise fees are to be collected by the Company at the rate listed above and submitted to the City on a quarterly basis as follows:

- January – March collections due by April 30.
- April – June collections due by July 31.
- July – September collections due by October 31.
- October – December collections due by January 31.

ORDINANCE NO. _____

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

AN ORDINANCE IMPLEMENTING A GAS SERVICE FRANCHISE FEE
ON NORTHERN STATES POWER COMPANY, A MINNESOTA CORPORATION,
D/B/A XCEL ENERGY, ITS SUCCESSORS AND ASSIGNS, FOR PROVIDING
GAS SERVICE WITHIN THE CITY OF INVER GROVE HEIGHTS

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

SECTION 1. PURPOSE. The Inver Grove Heights City Council has determined that it is in the best interest of the City of Inver Grove Heights (the "City") to impose a franchise fee on those public utility companies that provide gas services within the City.

Pursuant to City Ordinance No. 1200, ~~amended by City Ordinance No. _____~~, a Franchise Agreement between the City and Northern States Power Company, a Minnesota Corporation, d/b/a Xcel Energy, its successors and assigns (the "Company"), the City has the right to impose a franchise fee on the Company in an amount and fee design as set forth in the fee schedule attached hereto as Schedule A.

SECTION 2. TERMS. A franchise fee is hereby imposed on the Company under its gas franchise in accordance with the schedule attached hereto and made a part of this Ordinance, commencing with the Company January 2018 billing month.

The fee shall be in lieu of any permit or other fees being imposed on Company.

This fee is an account-based fee on each premise and not a meter-based fee. In the event that an entity covered by this ordinance has more than one meter at a single premise, but only one account, only one fee shall be assessed to that account. If a premise has two or more meters being billed at different rates, the Company may have an account for each rate classification, which will result in more than one franchise fee assessment for gas service to that premise. If the Company combines the rate classifications into a single account, the franchise fee assessed to the account will be the largest franchise fee applicable to a single rate classification for energy delivered to that premise. In the event any entities covered by this ordinance have more than one premise, each premise (address) shall be subject to the appropriate fee. In the event a question arises as to the proper fee amount for any premise, the Company's manner of billing for energy used at all similar premises in the city will control.

SECTION 3. PAYMENT. The franchise fee shall be payable quarterly and shall be based on the amount collected by Company during complete billing months during the period for which payment is to be made by imposing a surcharge equal to the designated franchise

fee for the applicable customer classification in all customer billings for gas service in each class. The payment shall be due the last business day of the month following the period for which the payment is made. The franchise fee may be changed by ordinance from time to time; however, each change shall meet the same notice requirements and not occur more often than annually and no change shall require a collection from any customer for gas service in excess of the amounts specifically permitted by the attached fee schedule. The time and manner of collecting the franchise fee may be subject to the approval of the Commission. No franchise fee shall be payable by Company if Company is ~~legally~~ unable to first collect an amount equal to the franchise fee from its customers in each applicable class of customers by imposing a surcharge in Company's applicable rates for gas service. Company may pay the City the fee based upon the surcharge billed subject to subsequent reductions to account for uncollectibles, refunds and correction of erroneous billings. Company agrees to make its records available for inspection by the City at reasonable times provided that the City and its designated representative agree in writing not to disclose any information which would indicate the amount paid by any identifiable customer or customers or any other information regarding identified customers. In addition, from time to time as requested by the City, the Company agrees to provide ~~at the time of each payment~~ a statement summarizing how the franchise fee payment was determined, including information showing any adjustments to the total surcharge billed in the period for which the payment is being made to account for any uncollectibles, refunds or error corrections.

SECTION 4. SURCHARGE. The City recognizes that the Minnesota Public Utilities Commission may allow Company to add a surcharge to customer rates of city residents to reimburse Company for the cost of the fee.

SECTION 5. EQUIVALENT FEE REQUIREMENT. This ordinance shall not be effective against Company unless it lawfully imposes and the City monthly or more often collects a fee or tax of the same or greater equivalent amount on the receipts from sales of energy within the City by any other energy supplier, provided that, as to such a supplier, the City has the authority to require a franchise fee or to impose a tax. The "same or greater equivalent amount" shall be measured, if practicable, by comparing amounts collected as a franchise fee from each similar customer, or by comparing, as to similar customers the percentage of the annual bill represented by the amount collected for franchise fee purposes. The franchise fee or tax shall be applicable to energy sales for any energy use related to heating, cooling or lighting, or to run machinery and appliances, but shall not apply to energy sales for the purpose of providing fuel for vehicles. If the Company specifically consents in writing to a franchise or separate ordinance collecting or failing to collect a fee from another energy supplier in contravention of this section, the foregoing conditions will be waived to the extent of such written consent.

SECTION 6. ENFORCEMENT. Any dispute, including enforcement of a default regarding this ordinance will be resolved in accordance with Section 2.5 of the Franchise Agreement.

SECTION 7. EFFECTIVE DATE OF FRANCHISE AGREEMENT. The effective date of this Ordinance shall be after its publication and ninety (90) days after the sending of written notice enclosing a copy of this adopted Ordinance to Company by certified mail. Collection of

the fee shall commence as provided above.

SECTION 8. SUNSET DATE OF FRANCHISE FEE. The termination of this Ordinance shall take effect at the end of June 30, 2029. Changes or adjustments to terms of this Ordinance shall follow the process outlined in the Franchise Agreement.

Passed this _____ day of September, 2017.

George Tourville, Mayor

Attest:

Michelle Tesser, City Clerk

SCHEDULE A

Franchise Fee Rates:

Gas Utility

The franchise fee shall be in an amount determined by applying the following schedule per customer premise/per month based on metered service to retail customers within the City:

	Amount per month
Residential	\$2.00
Commercial Non-Demand	\$10.50
Commercial Firm Demand	\$50.00
Small Interruptible	\$90.00
Medium and Large Interruptible	\$100.00
Firm Transportation	\$15.00
Interruptible Transportation	\$15.00

Franchise fees are to be collected by the Company at the rate listed above and submitted to the City on a quarterly basis as follows:

January – March collections due by April 30.

April – June collections due by July 31.

July – September collections due by October 31.

October – December collections due by January 31.

ORDINANCE NO. _____

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

**AN ORDINANCE IMPLEMENTING AN ELECTRIC SERVICE FRANCHISE FEE
ON DAKOTA ELECTRIC ASSOCIATION, A MINNESOTA CORPORATION, ITS
SUCCESSORS AND ASSIGNS, FOR PROVIDING ELECTRIC SERVICE WITHIN THE
CITY OF INVER GROVE HEIGHTS**

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

SECTION 1. PURPOSE. The Inver Grove Heights City Council has determined that it is in the best interest of the City of Inver Grove Heights (the "City") to impose a franchise fee on those public utility companies that provide electric services within the City.

Pursuant to City Ordinance No. 1204, ~~amended by City Ordinance No. _____~~, a Franchise Agreement between the City and Dakota Electric Association, a Minnesota Corporation, its successors and assigns (the "Company"), the City has the right to impose a franchise fee on the Company in an amount and fee design as set forth in the fee schedule attached hereto as Schedule A.

SECTION 2. TERMS. A franchise fee is hereby imposed on the Company under its electric franchise in accordance with the schedule attached hereto and made a part of this Ordinance, commencing with the Company January 2018 billing month.

The fee shall be in lieu of any permit or other fees being imposed on Company.

This fee is an account-based fee on each premise and not a meter-based fee. In the event that an entity covered by this ordinance has more than one meter at a single premise, but only one account, only one fee shall be assessed to that account. If a premise has two or more meters being billed at different rates, the Company may have an account for each rate classification, which will result in more than one franchise fee assessment for electric service to that premise. If the Company combines the rate classifications into a single account, the franchise fee assessed to the account will be the largest franchise fee applicable to a single rate classification for energy delivered to that premise. In the event any entities covered by this ordinance have more than one premise, each premise (address) shall be subject to the appropriate fee. In the event a question arises as to the proper fee amount for any premise, the Company's manner of billing for energy used at all similar premises in the city will control.

SECTION 3. PAYMENT. The franchise fee shall be payable quarterly and shall be based on the amount collected by Company during complete billing months during the period for which payment is to be made by imposing a surcharge equal to the designated franchise

fee for the applicable customer classification in all customer billings for electric service in each class. The payment shall be due the last business day of the month following the period for which the payment is made. The franchise fee may be changed by ordinance from time to time; however, each change shall meet the same notice requirements and not occur more often than annually and no change shall require a collection from any customer for electric service in excess of the amounts specifically permitted by the attached fee schedule. The time and manner of collecting the franchise fee may be subject to the approval of the Commission. No franchise fee shall be payable by Company if Company is legally unable to first collect an amount equal to the franchise fee from its customers in each applicable class of customers by imposing a surcharge in Company's applicable rates for electric service. Company may pay the City the fee based upon the surcharge billed subject to subsequent reductions to account for uncollectibles, refunds and correction of erroneous billings. Company agrees to make its records available for inspection by the City at reasonable times provided that the City and its designated representative agree in writing not to disclose any information which would indicate the amount paid by any identifiable customer or customers or any other information regarding identified customers. In addition, from time to time as requested by the City, the Company agrees to provide ~~at the time of each payment~~ a statement summarizing how the franchise fee payment was determined, including information showing any adjustments to the total surcharge billed in the period for which the payment is being made to account for any uncollectibles, refunds or error corrections.

SECTION 4. SURCHARGE. The City recognizes that the Minnesota Public Utilities Commission may allow Company to add a surcharge to customer rates of city residents to reimburse Company for the cost of the fee.

SECTION 5. EQUIVALENT FEE REQUIREMENT. This ordinance shall not be effective against Company unless it lawfully imposes and the City monthly or more often collects a fee or tax of the same or greater equivalent amount on the receipts from sales of energy within the City by any other energy supplier, provided that, as to such a supplier, the City has the authority to require a franchise fee or to impose a tax. The "same or greater equivalent amount" shall be measured, if practicable, by comparing amounts collected as a franchise fee from each similar customer, or by comparing, as to similar customers the percentage of the annual bill represented by the amount collected for franchise fee purposes. The franchise fee or tax shall be applicable to energy sales for any energy use related to heating, cooling or lighting, or to run machinery and appliances, but shall not apply to energy sales for the purpose of providing fuel for vehicles. If the Company specifically consents in writing to a franchise or separate ordinance collecting or failing to collect a fee from another energy supplier in contravention of this section, the foregoing conditions will be waived to the extent of such written consent.

SECTION 6. ENFORCEMENT. Any dispute, including enforcement of a default regarding this ordinance will be resolved in accordance with Section 2.5 of the Franchise Agreement.

SECTION 7. EFFECTIVE DATE OF FRANCHISE AGREEMENT. The effective date of this Ordinance shall be after its publication and ninety (90) days after the sending of written notice enclosing a copy of this adopted Ordinance to Company by certified mail. Collection of

the fee shall commence as provided above.

SECTION 8. SUNSET DATE OF FRANCHISE FEE. The termination of this Ordinance shall take effect at the end of June 30, 2029. Changes or adjustments to terms of this Ordinance shall follow the process outlined in the Franchise Agreement.

Passed this _____ day of September, 2017.

George Tourville, Mayor

Attest:

Michelle Tesser, City Clerk

SCHEDULE A

Franchise Fee Rates:

Electric Utility

The franchise fee shall be in an amount determined by applying the following schedule per customer premise/per month based on metered service to retail customers within the City:

	Amount per month
Residential	\$2.75
Residential Demand Controller	\$2.75
Residential Time of Day	\$2.75
Irrigation	\$3.00
Small General (non-demand)	\$3.00
Security Lighting	\$0.00
Street Lighting (Member-Owned)	\$6.00
Street Lighting (DEA-Owned)	\$6.00
Custom Street Lighting	\$6.00
LED Security Lighting	\$0.00
General (demand)	\$25.00
General Time of Day (demand)	\$25.00
C&I Interruptible	\$95.00 25.00
Muni Pumping – N/D	\$0.00
Muni Pumping – Dem	\$0.00

Franchise fees are to be collected by the Company at the rate listed above and submitted to the City on a quarterly basis as follows:

January – March collections due by April 30.

April – June collections due by July 31.

July – September collections due by October 31.

October – December collections due by January 31.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

ALAN & LLONI BEBEL - Case No. 17-30V

Meeting Date: August 14, 2017

Item Type: Regular

Contact: Heather Botten 651.450.2569

Prepared by: Heather Botten, Associate Planner

Reviewed by: Planning

Fiscal/FTE Impact:☒ X

None

☐

Amount included in current budget

☐

Budget amendment requested

☐

FTE included in current complement

☐

Other

PURPOSE/ACTION REQUESTED

Consider a Resolution relating to a Variance from the minimum lot width requirements to subdivide a parcel for property located at 8843 Alverno Avenue.

- Requires 3/5th's vote.
- 60-day deadline: September 1, 2017 (first 60-days)

SUMMARY

The applicant would like to subdivide their 5.8 acre property into two lots. In order to do so a variance from the minimum lot width requirement is being requested as the lots would not meet the 200 foot minimum. If the variance is approved they will then proceed with the preliminary and final plat process.

In 2005, the City rezoned the parcel from Agricultural to Estate Residential anticipating a future lot split. Although the property meets the minimum lot size requirement for a lot split, the property is not physically large enough to comply with the minimum lot width requirements without granting some type of variance. The applicant is requesting a variance from the minimum lot width requirement to allow Lot 1 at 190 feet and Lot 2 at 172 feet whereas 200 feet is required.

The proposed lots would be consistent with the surrounding area which is mostly E-1 or E-1/PUD. Typically the lot area is more important to review than the lot width as they want to ensure there is enough area for a building site and permanent and alternate drainfields. In this case, the proposed parcels meet or exceed the minimum lot size so lot area is not an issue.

The proposed request meets the variance criteria relating to the comprehensive plan and zoning consistency, compatibility with surrounding properties, environmental impacts, and public health and safety impacts. The request is not out of character for the neighborhood and it does not appear to have any adverse impacts on the neighboring properties.

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

Planning Commission: At the August 2, 2017 public hearing, the Planning Commission recommended approval of the variance request with the conditions listed in the attached resolution (7-0).

Attachments: Variance Resolution
Planning Commission Recommendation
Planning Staff Report

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

RESOLUTION NO. 17-

**RESOLUTION APPROVING A VARIANCE FROM THE MINIMUM LOT WIDTH
REQUIREMENT FOR A TWO LOT SUBDIVISION**

CASE NO. 17-30V

Bebel

WHEREAS, a variance application has been submitted to the City for property legally described as:

**Lot 1 Block 1, LLONIS ADDITION, according to the recorded plat, Dakota County,
Minnesota**

WHEREAS, an application has been received for a Variance to allow a minimum lot width of 190 feet for a future Lot 1 and 172 feet for a future Lot 2 whereas 200 feet is required in the E-1 zoning district;

WHEREAS, the afore described property is zoned E-1, Estate Residential;

WHEREAS, a Variance may be granted by the City Council from the strict application of the provisions of the City Code Title 10, Chapter 3-4 and conditions and safeguards imposed in the variance so granted where practical difficulties or particular hardships result from carrying out the strict letter of the regulations of the Zoning Code, as per City Code 10-3-4 D;

WHEREAS, the City of Inver Grove Heights Planning Commission reviewed the request on August 2, 2017 in accordance with City Code Section City Code 10-3-3: C;

WHEREAS, a practical difficulty or uniqueness was found to exist based on the following findings:

- a. The lot provides an ample building pad area complying with all other zoning requirements.
- b. The size of the lots would comply with the minimum lot size requirements and would be the same size or larger than other lots in the area.
- c. The request is in harmony with the general purpose and intent of the City Ordinance and is consistent with the Comprehensive Plan.
- d. The request is not out of character for the neighborhood and it does not appear to have any adverse impacts on the neighboring properties.
- e. In 2005, the City rezoned the parcel from Agricultural to Estate Residential, anticipating a future lot split. The lot width is not physically large enough for a lot split to occur without a variance.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that the variance to allow two lots to be less than 200 feet in width in the E-1 district to accommodate a lot split is hereby approved subject to the following conditions:

1. The plat shall be in substantial conformance with the plans on file with the Planning Department except as may be modified by the conditions below.
2. The applicant shall meet the conditions outlined in the City Engineers review letters and subsequent correspondence.
3. The property owner shall make application and obtain approval of a final plat to become official lots of record.

BE IT FURTHER RESOLVED that the City 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 14th day of August, 2017.

George Tourville, Mayor

Ayes:

Nays:

ATTEST:

Michelle Tesser, City Clerk

**RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS**

TO: Mayor and City Council of Inver Grove Heights

FROM: Planning Commission

DATE: August 2, 2017

SUBJECT: **ALAN AND LLONI BEBEL – CASE NO. 17-30V**

Reading of Notice

Commissioner Robertson read the public hearing notice to consider the request for a variance from the minimum lot width requirements to subdivide the parcel located at 8915 Alverno Avenue. 7 notices were mailed.

Presentation of Request

Allan Hunting, City Planner, explained the request as detailed in the report. He advised that the applicant would like to subdivide their 5.8 acre property into two lots. In order to do so a variance from the minimum lot width requirement is being requested as the lots would not meet the 200 foot minimum. If the variance is approved they will proceed with the preliminary and final plat process. The property was larger but in 2000 Council approved a waiver of plat to divide off 2.5 acres. The new parcel was then rezoned to E-1, with the balance remaining Agricultural. In 2005 the applicant came forward again and divided off another 2.5 acre parcel; both parcels were rezoned to E-1 at that time which requires a minimum of 2.5 acres. The proposed lots would meet or exceed the 2.5 acre minimum. The new lot would have its own access onto Alverno Avenue. The proposed lots would be consistent with the surrounding area which is mostly E-1 or E-1/PUD. Mr. Hunting stated that typically the lot area is more important to review than the lot width as they want to ensure there is enough area for a building site and permanent and alternate drainfields. In this case the proposed parcels are over 2.5 acres so lot area is not an issue. Staff recommends approval of the lot width variance with the conditions listed in the report.

Commissioner Wippermann asked what the width was of the lots north and south of the subject property.

Mr. Hunting replied that the lot to the south was 201 feet wide and the lot to the north was 200 feet.

Commissioner Lissarrague asked if it was unusual to have a 5.8 acre parcel in the E-1 zoning district.

Mr. Hunting replied that it was a little unique. He added that when the development came through in 2005 staff recommended E-1 zoning for the southerly lot and Agricultural zoning for the 5.8 acre parcel. The Planning Commission, however, recommended to City Council that the entire parcel be rezoned to E-1, which indicates that the Planning Commission at that time recognized the potential for future development.

Commissioner Lissarrague asked if staff knew of any other five acre lots zoned E-1.

Mr. Hunting replied there likely were some in existence in larger areas rezoned at some point in time; however, this was unique in that the property was divided and rezoned at the same time at the Planning Commission's recommendation.

Commissioner Robertson asked for clarification of access points for the proposed lots and whether the two lots would share a driveway.

Mr. Hunting replied that they would have separate driveways; the north half would utilize part of an existing driveway and the new southerly lot would have its own access onto Alverno Avenue.

Commissioner Wippermann asked what staff considered the practical difficulty.

Mr. Hunting replied the uniqueness of the creation of the 5.8 acre parcel, its consistency with the development pattern of the area, that it's not affecting the character of the neighborhood, and is a reasonable use of the land.

Opening of Public Hearing

Lloni Bebel, 3852 North Ridge Drive, Eagan, advised she was available to answer any questions.

Commissioner Scales asked the applicant if she read and understood the report.

Ms. Bebel replied in the affirmative.

Barb Goin, 8840 Aviary Path, stated she lived directly behind the subject lot and did not support the variance. She advised that the property in question has changed dramatically since they moved in. It was originally a 12 acre parcel with horses on it. One house was then built and now potentially two more. She stated the area along Alverno Avenue is unique as it has many large properties on it and she did not see a practical difficulty.

Commissioner Robertson asked Ms. Goin how large her lot was.

Ms. Goin replied 1.75 acres.

Commissioner Lissarrague advised that the variance would be for lot width, not area, as the two proposed lots would be 2.5 acres in size.

Commissioner Robertson asked if the shortage in lot width was along Alverno Avenue.

Mr. Hunting replied in the affirmative, stating the lots would be 190 and 172 feet whereas 200 is required.

Commissioner Lissarrague asked Ms. Goin where her house was located on her lot.

Ms. Goin replied that it was towards the front of the lot along Aviary Path.

Commissioner Niemioja asked Ms. Goin to clarify her specific concern regarding the request.

Ms. Goin replied the concern was having another home behind them, as well as losing their view and the rural feel of the neighborhood.

Commissioner Niemioja asked Ms. Goin if she was aware that the subject property was privately owned when she purchased her home.

Ms. Goin replied that she understood it was a 12 acre parcel that was privately owned by one individual.

Jeni Kriceri, 8830 Aviary Path, stated she lived directly behind the subject lot and shared Ms. Goin's concerns. She stated she moved there for the privacy and may not have purchased her property had she known there would be two homes behind her rather than one.

Commissioner Robertson asked Ms. Kriceri how large her lot was.

Ms. Kriceri replied that it was just under two acres.

Commissioner Robertson asked Ms. Kriceri if she was aware that the property behind her was privately owned and open for development.

Ms. Kriceri replied in the affirmative, and stated she was concerned because there was a lot of land for sale in the area and it was a slippery slope.

Ms. Bebel advised that her family would be one of the homeowners building there and they were calm people who do not want to disrupt other peoples' lives. They were building the home because they need a rambler for their special needs daughter and now is the opportune time to subdivide.

Commissioner Lissarrague asked if there were a lot of trees on the subject property between the neighbors and where the proposed houses would likely be located.

Ms. Bebel replied in the affirmative, stating they were not very tall but her family planted them and she planned to keep them as a buffer. The only trees they were contemplating removing were along the shared driveway.

Commissioner Weber asked if the proposed house location was that shown on the site plan.

Ms. Bebel replied in the affirmative. She advised they were building a rambler with a partial second story.

Commissioner Weber asked what the grade change was, stating the proposed house location appeared to be much lower than Aviary Path.

Mr. Hunting replied that he was unsure of the elevation change.

Commissioner Weber asked the applicant if the houses behind her sat up higher than her property.

Ms. Bebel replied that she was unsure.

Commissioner Scales closed the public hearing.

Planning Commission Discussion

Commissioner Niemioja asked for clarification that staff found notes indicating there was an ultimate intention to allow the property owner to make this division.

Mr. Hunting responded that Planning Commission recommended that the 5.8 acre parcel be rezoned to E-1. This suggests that they were leaving the door open for a potential division as otherwise they would have left the property zoned as Agricultural to prevent potentially dividing the property in half.

Commissioner Niemioja stated to her this was tangible proof that the City was in a sense letting the property owner know they had the option to subdivide later. She believed the practical difficulty to be the fact that the City foresaw this change coming and allowed for that expectation by rezoning it to E-1.

Commissioner Robertson agreed, stating while she understood the neighbors' desire to have the property remain open space, the reality is that 2.5 acre lots have been a potential since the initial rezoning in 2005. The request seems consistent with what has already occurred in the area and what will likely happen in the future.

Commissioner Lissarrague stated this was a unique situation and he supported the request.

Planning Commission Recommendation

Motion by Commissioner Weber, second by Commissioner Niemioja, to approve the request for a variance from the minimum lot width requirements to subdivide the property located at 8915 Alverno Avenue, with the conditions listed in the report.

Motion carried (7/0). This item goes to the City Council on August 14, 2017.

PLANNING REPORT CITY OF INVER GROVE HEIGHTS

HEARING DATE: August 2, 2017

CASE NO.: 17-30V

APPLICANT & PROPERTY OWNER: Alan & Lloni Bebel

REQUEST: Variance from the minimum lot width requirement

LOCATION: 8843 Alverno Avenue

COMPREHENSIVE PLAN: RDR, Rural Density Residential

ZONING: E-1, Estate residential

REVIEWING DIVISIONS: Planning
Engineering

PREPARED BY: Heather Botten 
Associate Planner

BACKGROUND

The applicant's property is 5.8 acres in size and zoned E-1, Estate Residential. It is the property owners desire to subdivide their property into two lots. In order to do so a variance from the minimum lot width requirement is being requested for the future Lot 1 and Lot 2. Lot 1 would be 190 feet and Lot 2 would be about 172 feet whereas 200 feet is the minimum lot width requirement. If the variance is approved the applicant would then proceed with the preliminary and final plat process.

The property currently has an existing accessory building with no principal structure. The owners are in the process of building a new home on the property for their primary residence.

The following specific application is being requested:

- a.) A **Variance** from the minimum lot width requirement for a two lot subdivision.

SURROUNDING USES

The following land uses, zoning districts, and comprehensive plan designations surround the subject property:

- North - Residential; zoned E-1, Estate Residential; guided RDR, Rural density residential
- East - Open space; zoned PUD, Planned Unit Development; guided PO, Public open space
- West - Residential; zoned PUD, Planned Unit Development; guided RDR, Rural density residential
- South - Residential; zoned E-1, Estate Residential; guided RDR, Rural density residential

EVALUATION OF THE REQUEST

SITE PLAN REVIEW

It is the applicants desire to subdivide the property into two lots; in order to do so a variance is required from the minimum lot width requirements. If the variance is approved the owners would then apply for a preliminary and final plat.

Zoning and Comprehensive Plan Consistency. The property is zoned E-1, estate residential which has a 2.5 acre minimum lot size requirement and is guided RDR, Rural Density Residential. The proposed lots would meet or exceed the 2.5 acre minimum lot size requirement.

Infrastructure. This property is located outside of the MUSA boundary. The proposed lots would be on well and septic. Soil borings will have to be submitted and have been found to be acceptable for a septic system for both lots prior to the approval of the final plat.

Access. Access to the property would be off of Alverno Avenue. There is an existing access point on the property that is currently used by the property to the north that will also be used for the new home on the northerly side of the lot.

Engineering. Engineering has reviewed the request and takes no exception to the lot width variances. Engineering has been working with the applicant on the custom grading agreement for the construction of the new home.

VARIANCE

As indicated, the applicant is requesting a variance from the minimum lot width requirement for the future Lot 1 and Lot 2.

City Code Title 11, Chapter 3. **Variances**, states that the City Council may grant variances when they are in harmony with the general purposes and intent of the zoning ordinance and consistent with the comprehensive plan and establishes that there are practical difficulties in complying with the official control. In order to grant the requested variance, City Code identifies criteria which are to be considered practical difficulties. The applicant's request is reviewed below against those criteria.

1. *The variance request is in harmony with the general purpose and intent of the city code and consistent with the comprehensive plan.*

The surrounding neighborhood is zoned and developed rural residential. The request to subdivide and potentially build two new homes is in harmony with the intent of the comprehensive plan and city code.

2. *The property owner proposes to use the property in a reasonable manner not permitted by the zoning ordinance.*

There are four lots on the west side of Alverno that are guided E-1, being the lot is 5.8 acres it is to be assumed the City was anticipating this lot to be subdivided into lots around the 2.5 acre size. A two lot subdivision, complying with the size requirements would seem to be a reasonable use of the property. The property is not physically wide enough to comply with the minimum lot width requirements without a variance.

3. *The plight of the landowner is due to circumstances unique to the property not created by the landowner.*

The property is not wide enough for a lot split to comply with the minimum lot width requirements in the E-1 zoning district. The lot sizes would meet or exceed the minimum requirements and would provide ample building pad locations that would comply with all setback requirements. The property is unique in that there are only four lots along Alverno Avenue that are guided E-1, the other three lots are all less than 3 acres in size and not able to be subdivided further.

4. *The variance will not alter the essential character of the locality.*

As mentioned, the property is zoned for lots to be around the 2.5 acre lot size. Aesthetically the proposed lot sizes will be about the same or larger than the other E-1 lots in the area. Having a minimally reduced lot width would not have a direct impact to the neighborhood. In respect to the land use, impervious surface, other setbacks and code requirements the request would be in harmony with the provisions in the zoning ordinance.

5. *Economic considerations alone do not constitute an undue hardship.*

Economic considerations do appear to be a basis for this request. Once platted, the property owners may sell the additional lot.

ALTERNATIVES

The Planning Commission has the following actions available for the proposed requests:

- A. **Approval.** If the Planning Commission finds the application to be acceptable, the Commission should recommend approval of the request with at least the following conditions:

- Approval of a **Variance** from the minimum lot width requirement for Lot 1 and Lot 2 subject to the following conditions:

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

2. The applicant shall meet the conditions outlined in the City Engineers review letters and subsequent correspondence.
3. The property owner shall make application and obtain approval of a final plat to become official lots of record.

B. Denial If the Planning Commission does not favor the proposed variance, the above request should be recommended for denial. With a recommendation for denial, findings or the basis for the denial should be given.

RECOMMENDATION

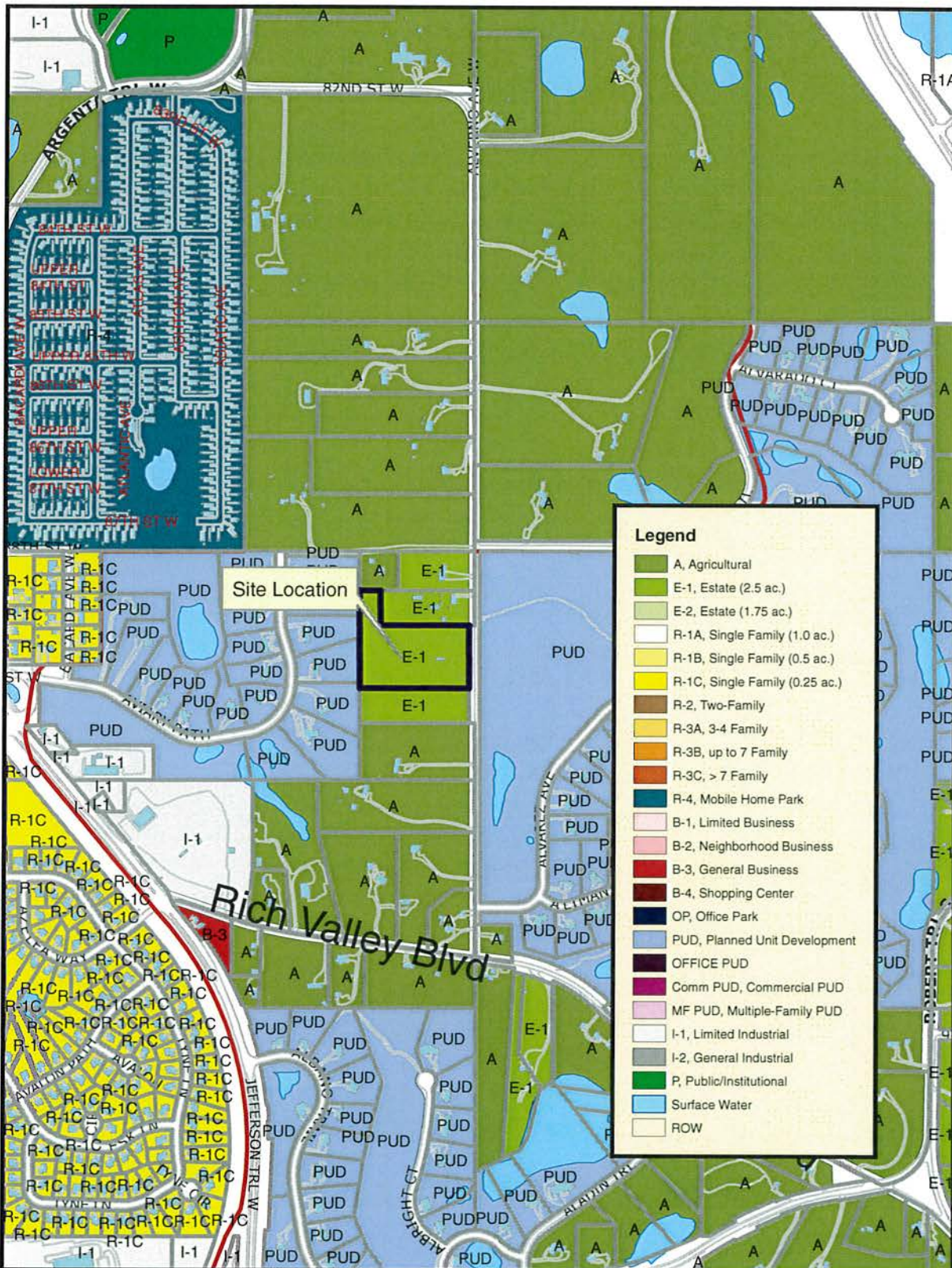
Staff believes the request is not out of character for the neighborhood and is consistent with the zoning code and comprehensive plan. The variance to allow a reduced lot width does not appear to have any adverse impact on neighboring properties and a two lot subdivision, complying with lot size requirements, seems to be a reasonable use of the property.

Based on the information in the preceding report and the conditions listed in Alternative A, staff is recommending approval of the lot width variance for the future Lot 1 and Lot 2.

Attachments: Exhibit A -Location/Zoning Map
Exhibit B- Site Plan



Alan and Lloni Bebel Case No. 17-30V



THIS DRAWING IS NEITHER A LEGALLY RECORDED MAP NOR A SURVEY AND IS NOT INTENDED TO BE USED AS ONE. THIS DRAWING IS A COMPILED RECORD OF RECORDS, INFORMATION AND DATA LOCATED IN VARIOUS CITY, COUNTY AND STATE OFFICES AND OTHER SOURCES AND IS TO BE USED FOR REFERENCE PURPOSES ONLY. THE CITY OF INVER GROVE HEIGHTS IS NOT RESPONSIBLE FOR ANY INACCURACIES HEREIN CONTAINED.
Map produced by the City of Inver Grove Heights GIS Dept.
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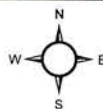


Exhibit A
Zoning and Location Map
Map not to scale

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

MIHM CUSTOM HOMES – Case No. 17-25PUD

Meeting Date: August 14, 2017
 Item Type: Regular Agenda
 Contact: Allan Hunting 651.450.2554
 Prepared by: Allan Hunting, City Planner
 Reviewed by:

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider A Resolution approving the Final Plat, Final PUD Development Plan and related agreements for the plat of Windwood 2nd Addition.

- Requires 3/5th's vote.
- 60-day deadline: October 4, 2017 (second 60-days)

SUMMARY

The applicant is proposing the final PUD development plans for Windwood 2nd Addition, a 44 lot single family development located directly east of Blackstone Ridge. The City Council approved the preliminary plat and PUD on May 9, 2016.

ANALYSIS

The plat and development plans are consistent with the preliminary plans. Engineering has indicated they are comfortable with the final plans and they have met their conditions of approval. There are a few minor points to update on the plans but they will be approved by the city engineer before any works begins on site.

Connection Fees. The developer is required to pay shortage amount of building permit connection fees since the approved plan provides for less lots than the financial models assumed for this parcel. The shortage amount is \$468,050. A credit for land dedicated over 25% of the required open space is indentified in the contract. This credit amounts to \$72,520. Therefore, the adjusted shortage owned by the developer is \$395,530. This amount is in addition to the utility building permit connection fees. The adjusted amount will be divided by the number of lots and is payable at time of building permit for each lot.

Tree Replacement Shortage. The final landscape plan does not provide all of the necessary plantings required to meet the Tree Reforestation requirement. The developer will pay the difference in a cash dedication of \$99,600.

65th Street West Project Assesments. The future 65th Street abuts the property on the north side. Financing for the construction is contemplated to involve special assessments. The development contract identifies an agreement relating to Waiver and Assessment. Under the agreement, the developer agrees to waive an assessment appeal up to an amount of \$5,273 per lot.

RECOMMENDATION

Planning Staff: Recommends approval of the Final plans with the three conditions listed in the attached resolution.

Planning Commission: Reviewed the Final PUD plans on July 5, 2017 and recommended approval (6-0).

August 14, 2017
Council Memo – Mihm Custom Homes
Page 2

Attachments: Resolution approving the Final Plat, Final PUD Development Plans including Development Contract and Related Agreements (16 total documents) for the plat of Windwood 2nd Addition.
Final Plat and Plan Set.
Planning Commission Recommendation.
Planning Report.

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

A RESOLUTION APPROVING THE FINAL PLAT, FINAL PUD DEVELOPMENT PLAN,
DEVELOPMENT CONTRACT, STORM WATER FACILITIES MAINTENANCE
AGREEMENT AND RELATED AGREEMENTS FOR THE PLAT OF WINDWOOD 2ND
ADDITION

CASE NO. 17-25PUD
(Mihm Custom Homes)

WHEREAS, a Final Plat and Final PUD Development Plan application has been submitted to the City for property legally described as;

Lots 2 and 3, Block 1, Windwood Addition

WHEREAS, a public hearing concerning the Preliminary Plat was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statutes, Section 462.357, Subdivision 3 on May 9, 2016;

WHEREAS, the final plat application satisfies the pertinent conditions of preliminary plat 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 of Windwood 2nd Addition, Development Contract, Storm Water Facilities Maintenance Agreement, and related agreements are 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
Sanitary and Watermain Plan (4 sheets)	dated 7/25/17*
Storm Sewer Plans (3 sheets)	dated 7/25/17*
Street Plan (3 sheets)	dated 7/25/17*
Sign and Lighting Plan	dated 7/25/17*
Grading Plan	dated 7/25/17*
Landscape Plan	dated 7/25/17

Site Plan/Open Space Plan

dated 7/29/16

* Final revisions to be approved by City Engineer

2. The final plat and final PUD approval is subject to execution of a development contract for the plat and subject to execution of the agreements referenced in the development contract. Said contact must be executed prior to release of the final plat for recording.
3. Prior to releasing the plat for recording, all engineering comments on the final grading, drainage and erosion control, utility plans and final plat relating to easements 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 and directed to record a certified copy of this Resolution at the Dakota County Recorder's Office.

Passed this 14th day of August, 2017.

AYES:

NAYS:

ATTEST:

George Tourville, Mayor

Michelle Tesser, City Clerk

WINDWOOD 2ND ADDITION



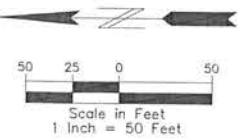
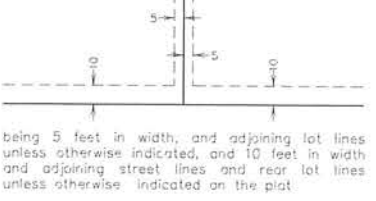
THE ORIENTATION OF THIS BEARING SYSTEM IS BASED ON THE WEST LINE OF LOT 1, BLOCK 1, WINDWOOD ADDITION, WHICH IS ASSUMED TO HAVE A BEARING OF NORTH $00^{\circ}58'41''$ WEST.

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.

- DENOTES FOUND CAST IRON MONUMENT
- DENOTES 1/2 INCH BY 14 INCH IRON PIPE MONUMENT SET AND MARKED BY LICENSE NUMBER 42299, OR WILL BE SET IN ACCORDANCE WITH M.S. SECTION 505.021, SUBD. 10.
- DENOTES FOUND 1/2 INCH IRON MONUMENT MARKED BY LICENSE NUMBER 42299 UNLESS OTHERWISE NOTED.



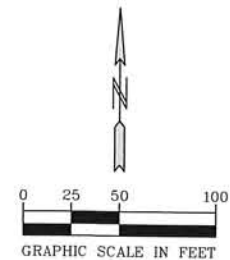
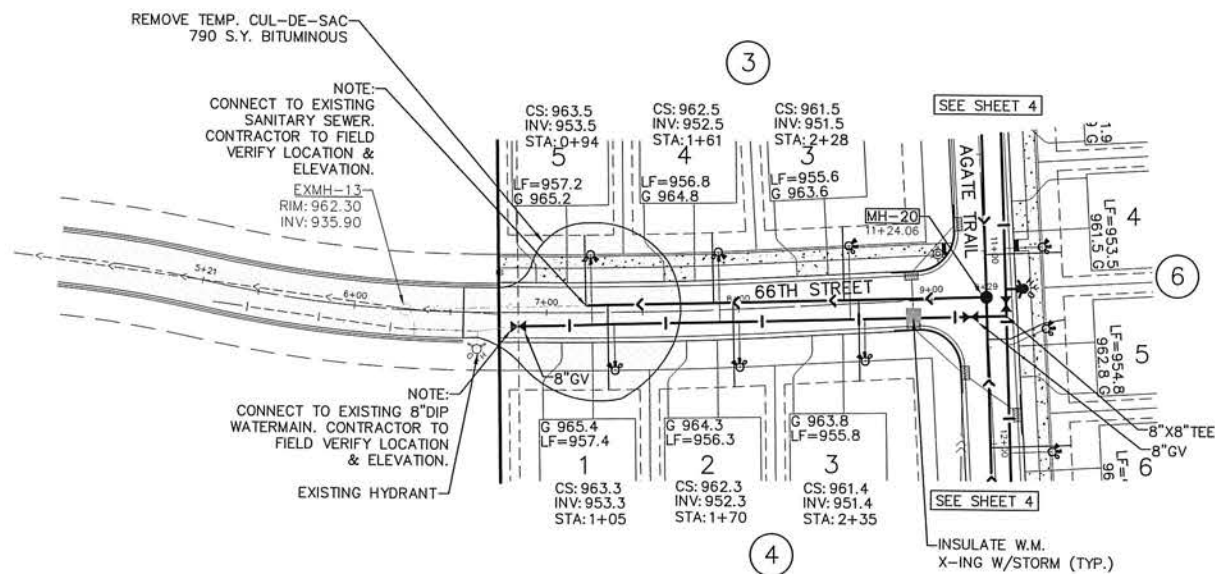
DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



SANITARY & WATERMAIN CONSTRUCTION NOTES

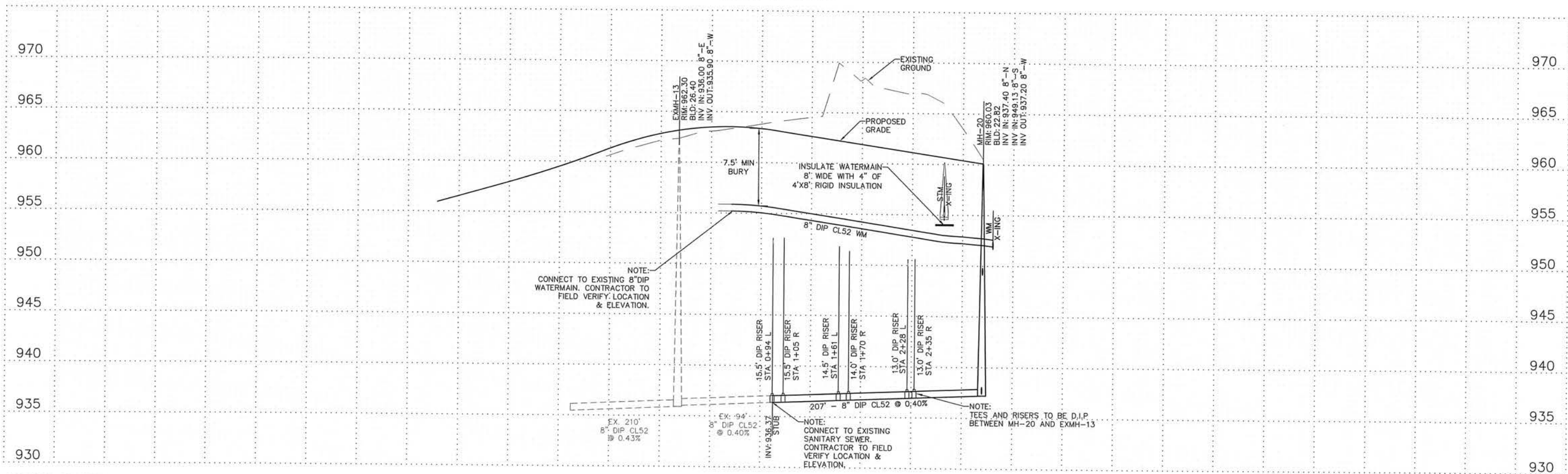
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**NOTE: LOWER WATERMAIN SERVICES BELOW STORM PIPE



BENCH MARK
MnDOT BENCH 1908 E
NORTHEAST QUADRANT OF TRUNK
HWY 3 & COUNTY ROAD 26.
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66TH STREET



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

Name: *Paul J. Chene*
Reg. No. 19860 Date 6-5-2017

Revisions:
1. 6-15-2017 City Comments
2. 7-25-2017 City Comments

Date 6-5-2017
Designed: PJC/BNM
Drawn: MSN

SANITARY SEWER & WATERMAIN

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WINDWOOD 2ND ADDITION
INVER GROVE HEIGHTS, MINNESOTA

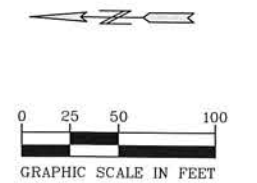
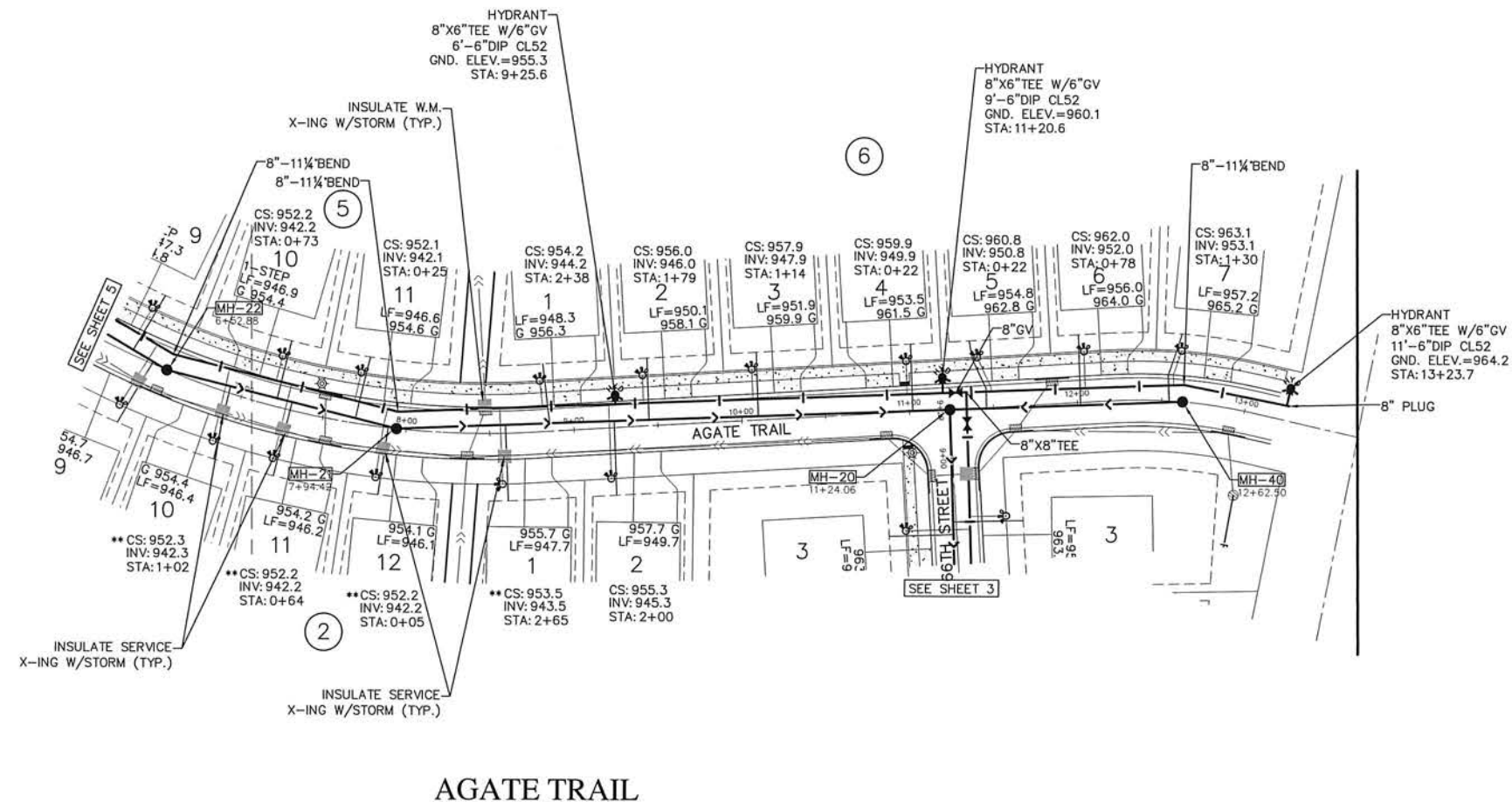
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3 OF 21

SANITARY & WATERMAIN CONSTRUCTION NOTES

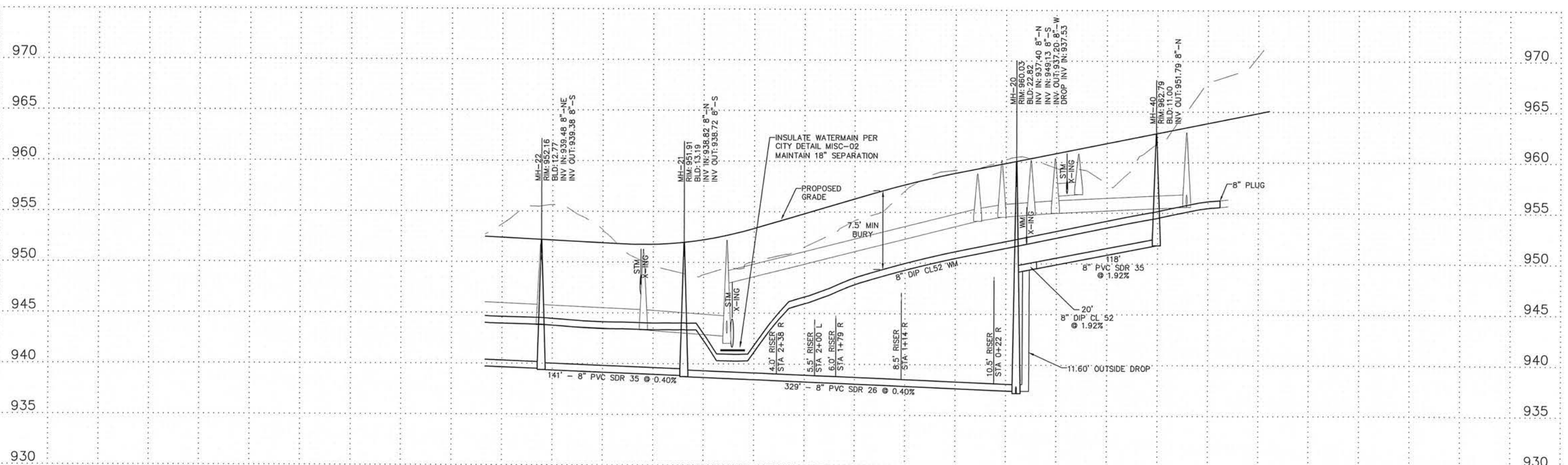
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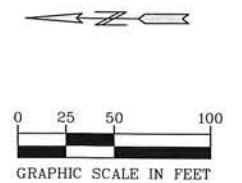
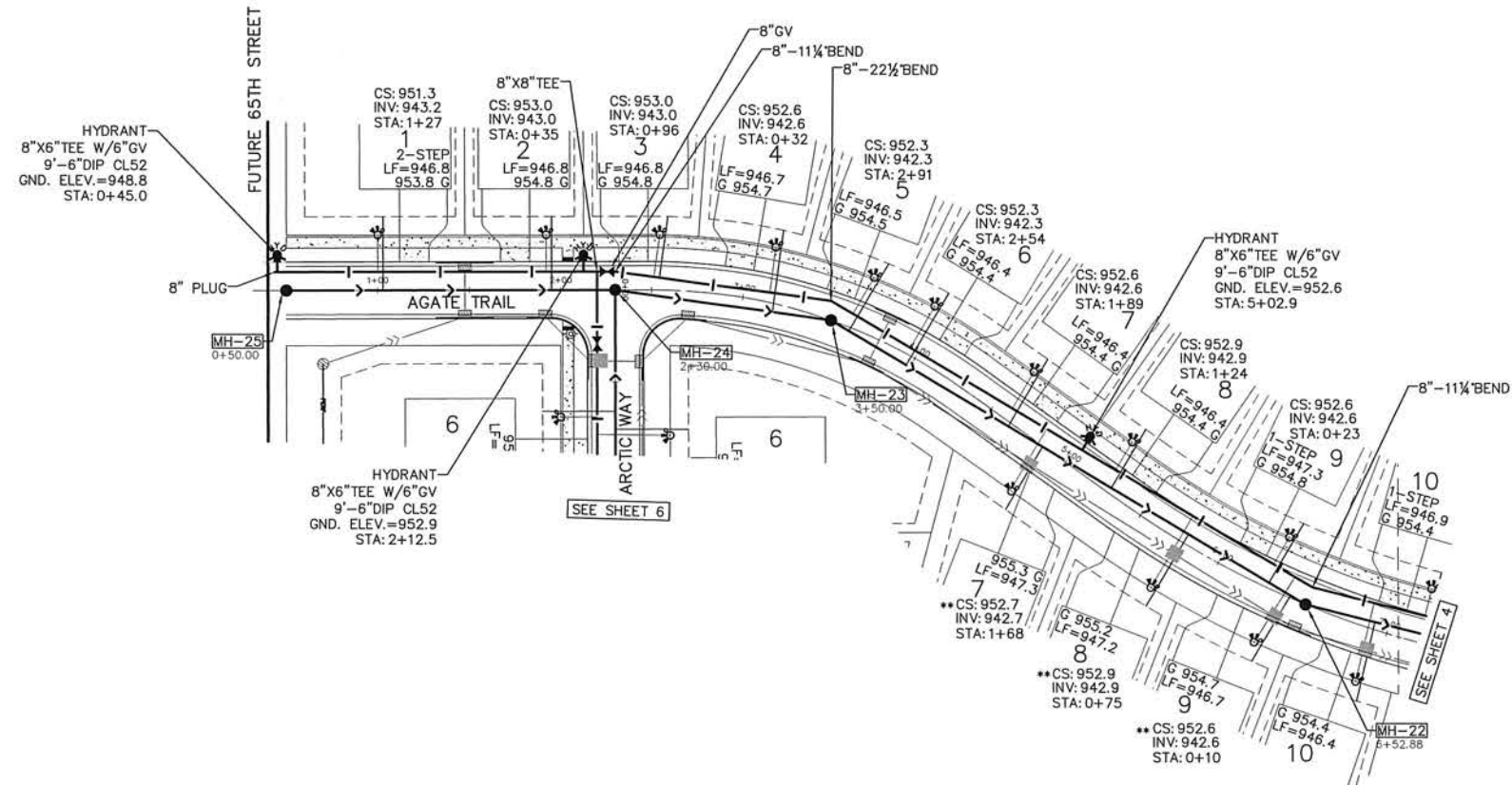
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INVER GROVE HEIGHTS, MINNESOTA

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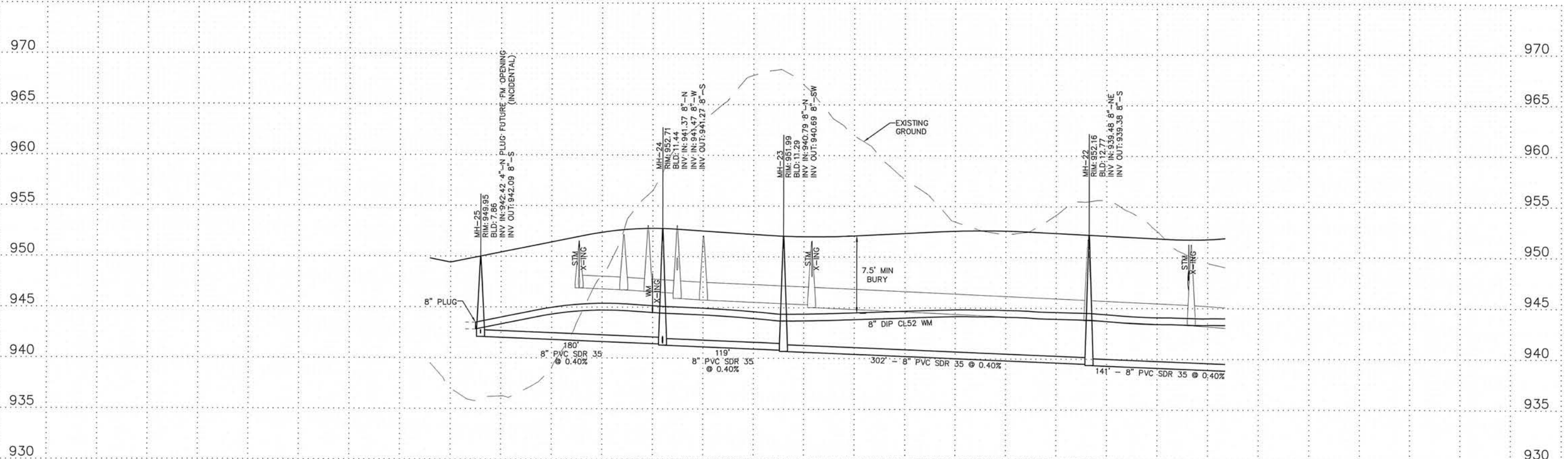
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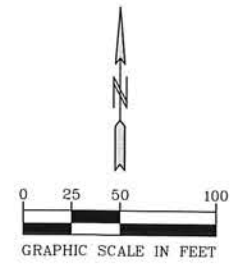
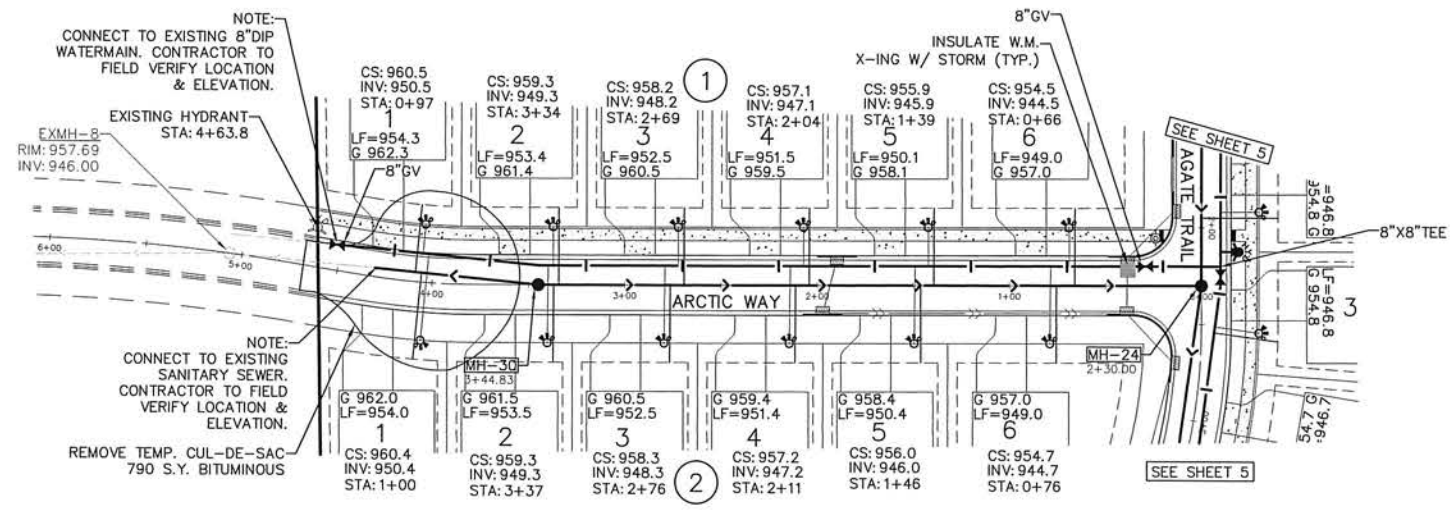


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NORTHEAST QUADRANT OF TRUNK
HWY 3 & COUNTY ROAD 26.
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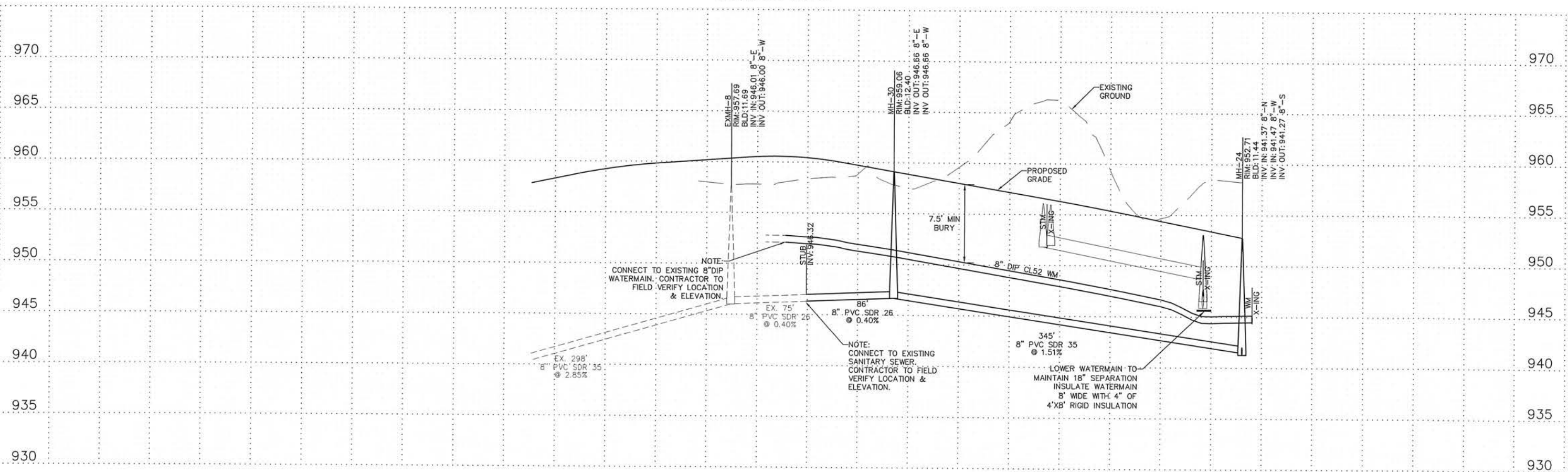


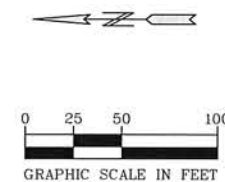
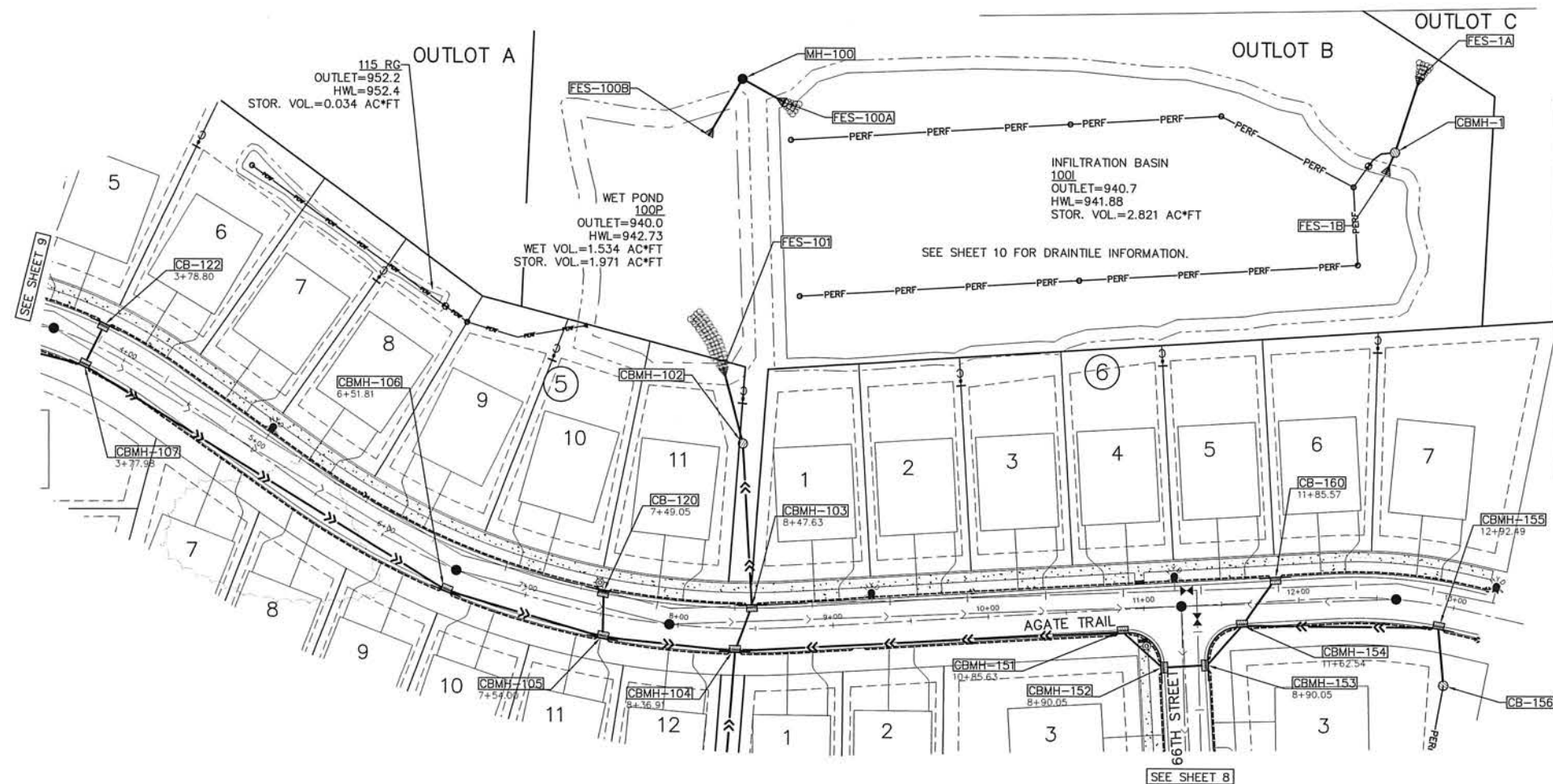
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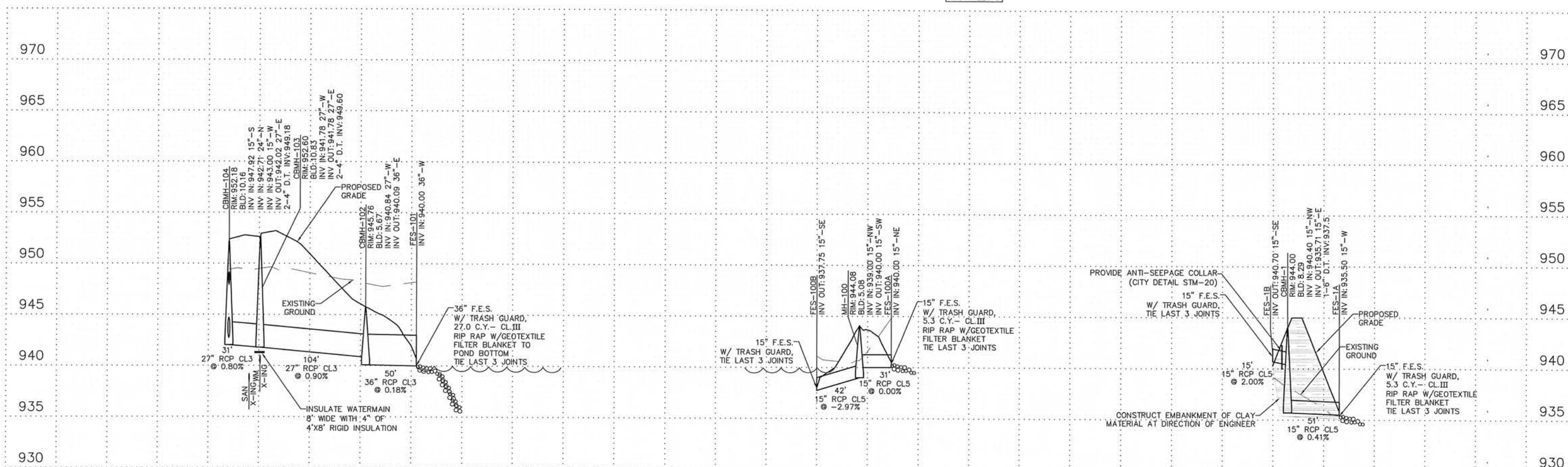
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ARCTIC WAY

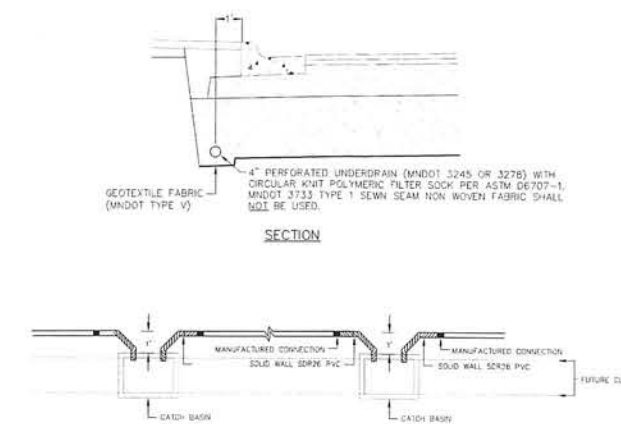
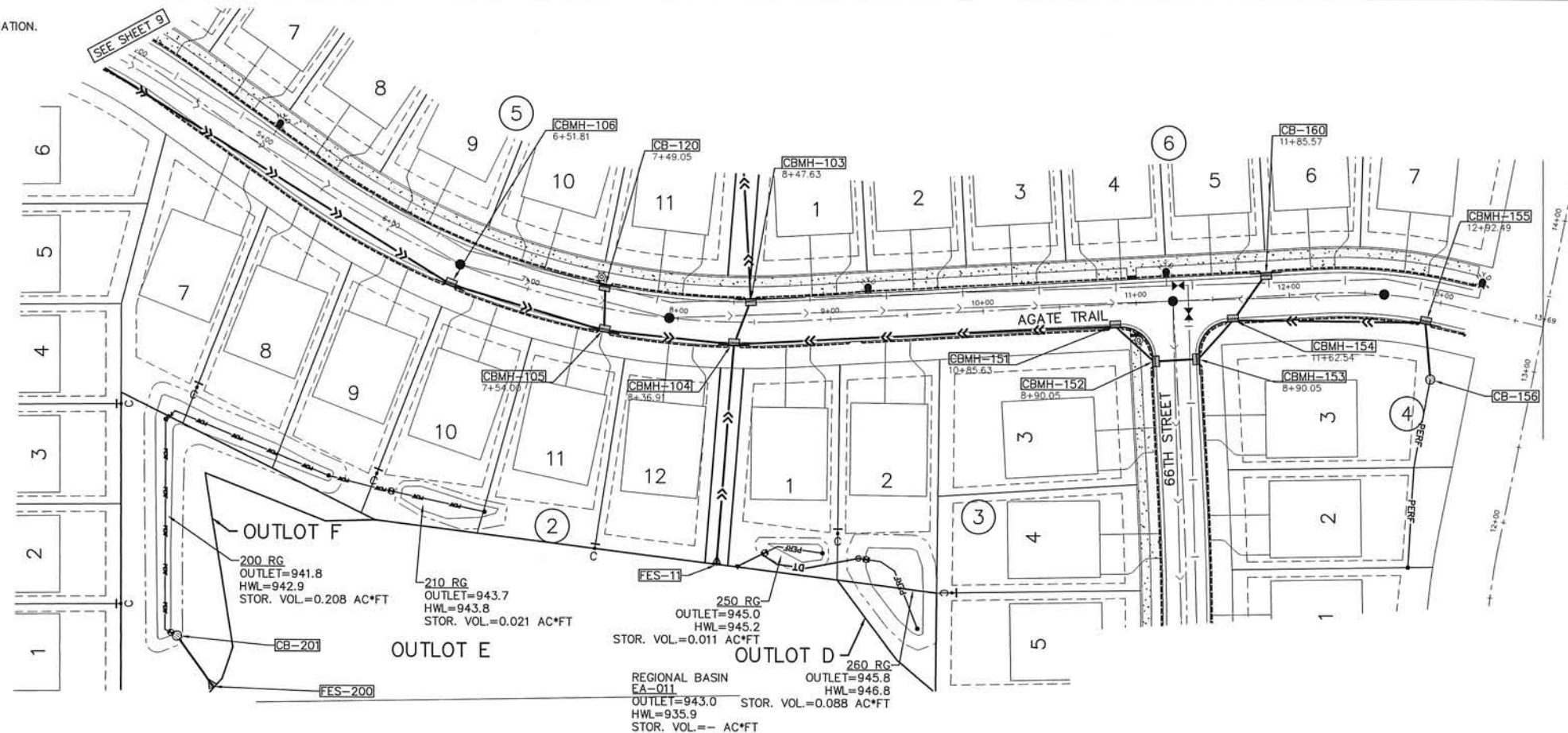




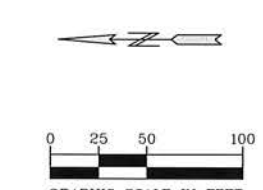
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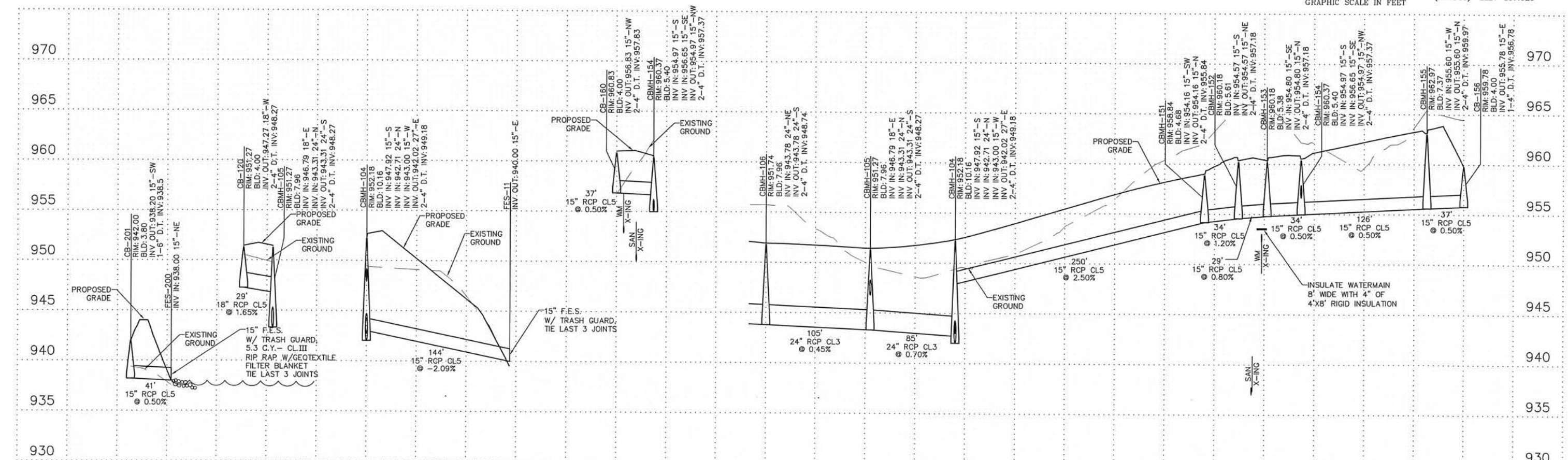
STORM SEWER NOTES:
1. SEE SHEET 10 FOR DRAINTILE INFORMATION.



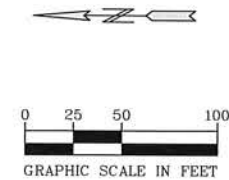
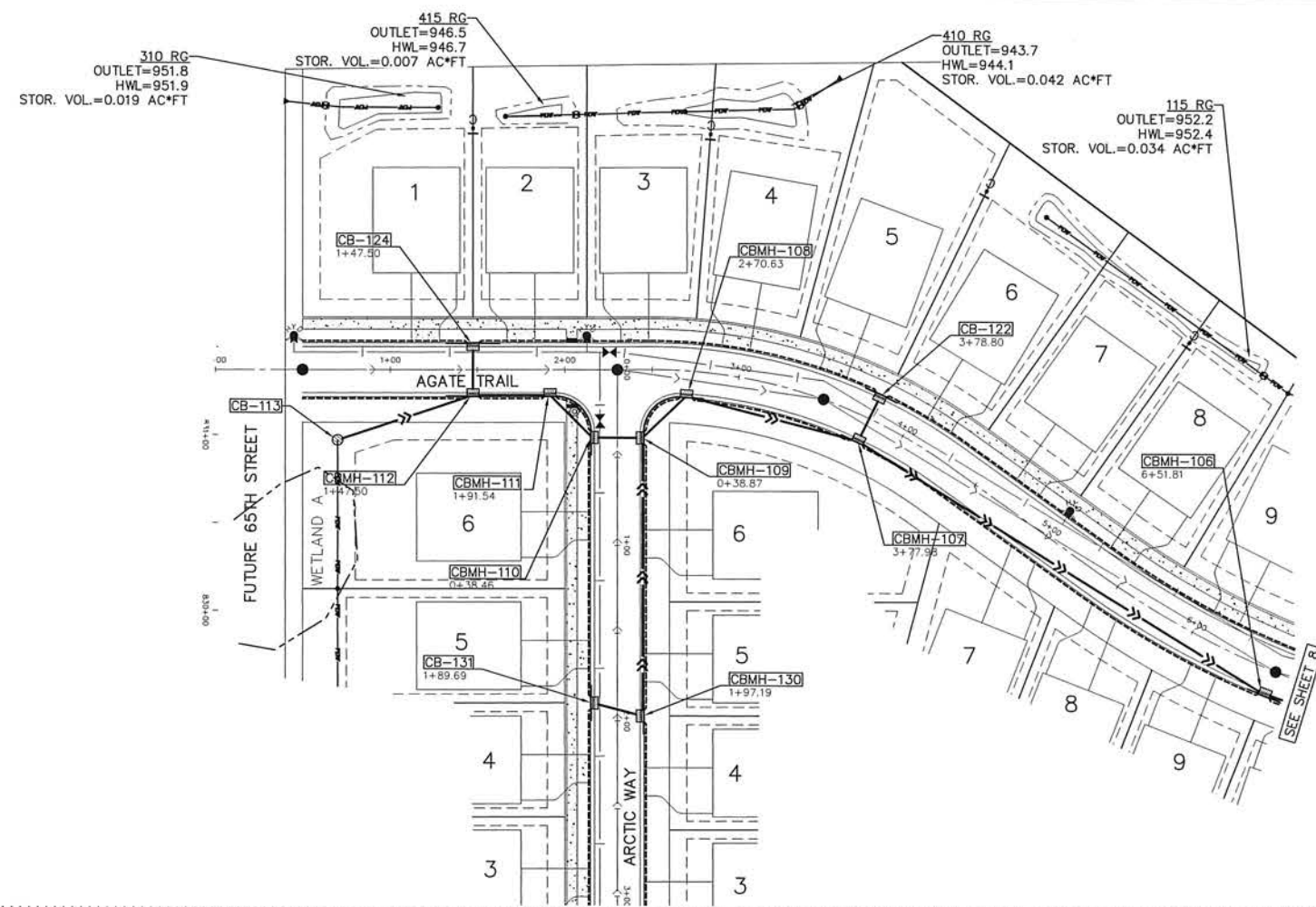
- DRAINTILE SHALL BE PLACED CONTINUOUS IN BOTH SIDES OF THE STREET FROM CATCHBASIN TO CATCHBASIN. AT TERMINAL CATCHBASINS THE DRAINTILE SHALL BE EXTENDED A MINIMUM OF 30 FEET.
- THE FIRST 18" AT THE CATCHBASIN SHALL BE NON PERFORATED SOLID WALL SDR 26 PVC. CONNECTIONS BETWEEN PVC AND HDPE SHALL BE MADE WITH MANUFACTURED CONNECTIONS (FERROD FITTINGS OR EQUAL).
- DRAINTILE SHALL BE PLACED IN THE DESIGN SECTION OF THE STREET, 6" BELOW SUBGRADE OR AT THE BOTTOM OF THE SELECT GRANULAR SECTION, AND 1' BEHIND THE PROPOSED CURBLINE.
- DRAINTILE SHALL BE PLACED ON THE STREET SIDE OF THE CATCHBASIN AT THE REQUEST OF THE ENGINEER.
- DRAINTILE SHALL BE PLACED AT THE SAME TIME THE SELECT GRANULAR SECTION IS PLACED AND FOLLOW THE STREET GRADE.
- CONNECTIONS TO CATCH BASIN SHALL BE PRE FORMED OR CORE DRILLED. VOIDS AT CONNECTION TO BE GROUTED.
- IF SUMP DISCHARGE CONNECTIONS ARE BEING INSTALLED, THE DRAIN TILE MUST RIGID PVC TO THE NEXT DOWNSTREAM CATCHBASIN.



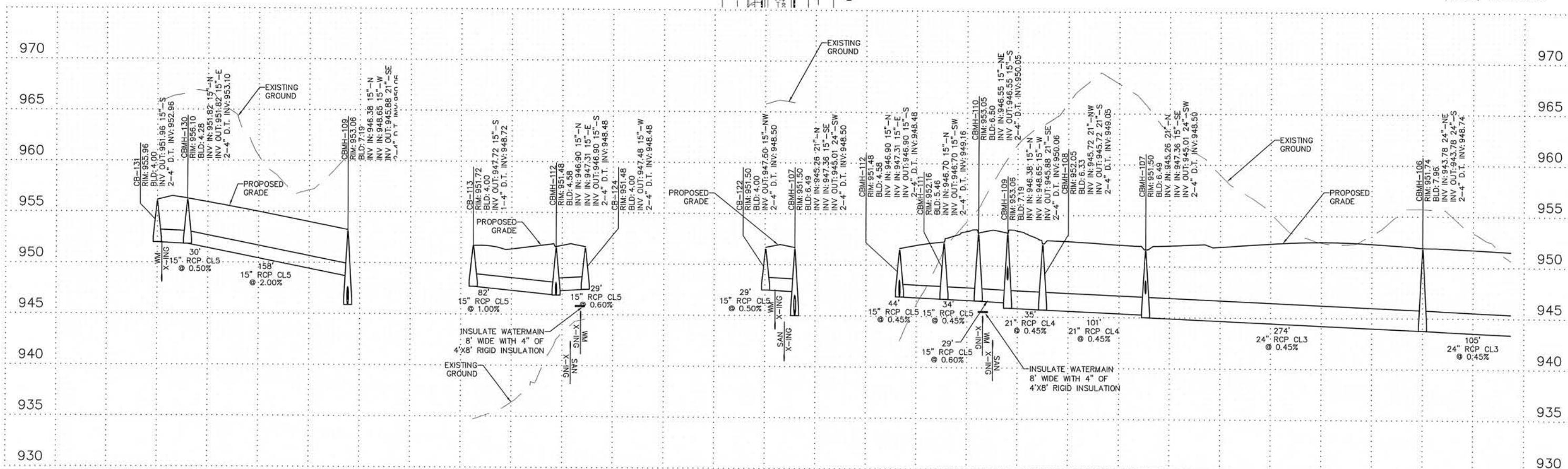
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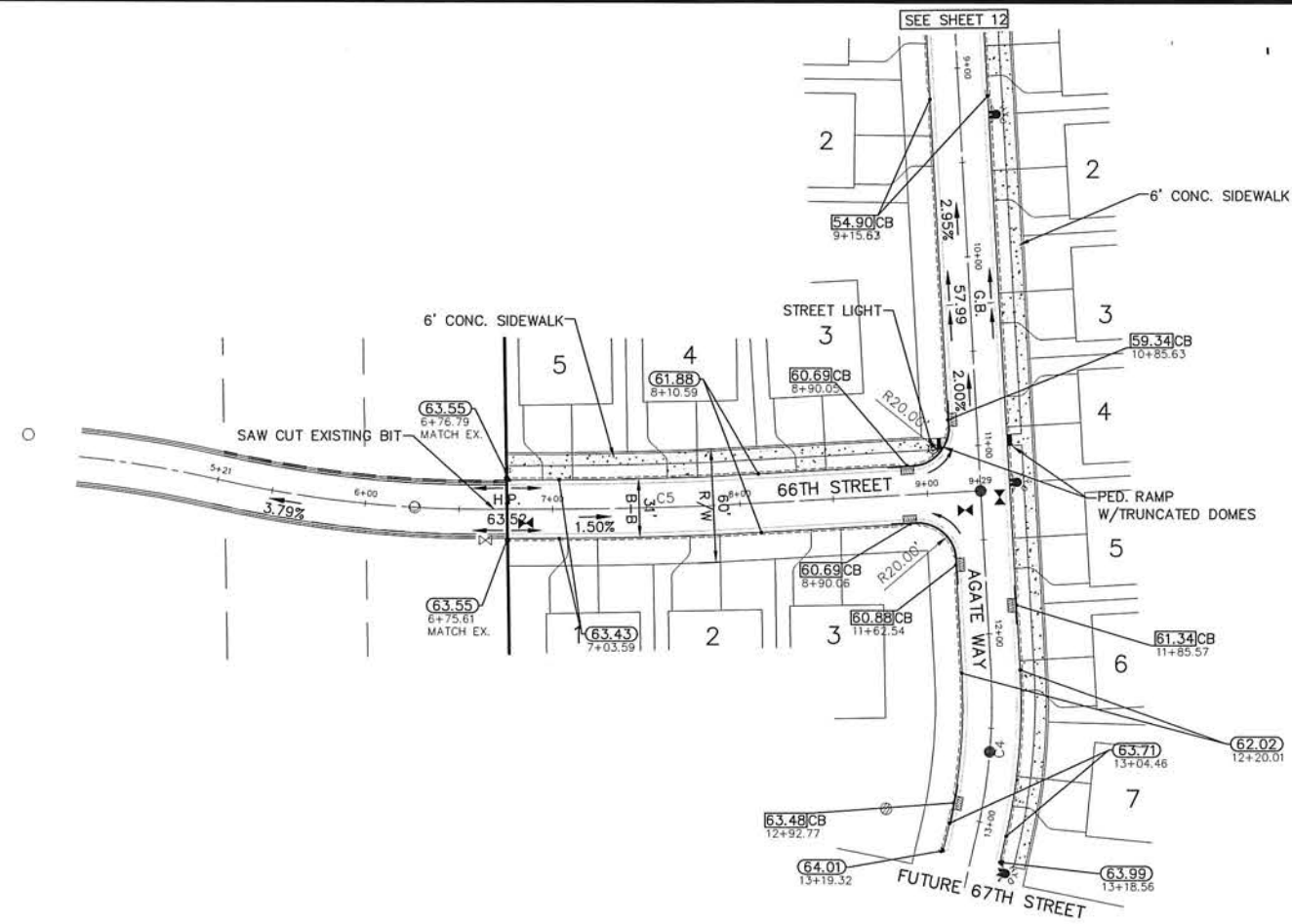


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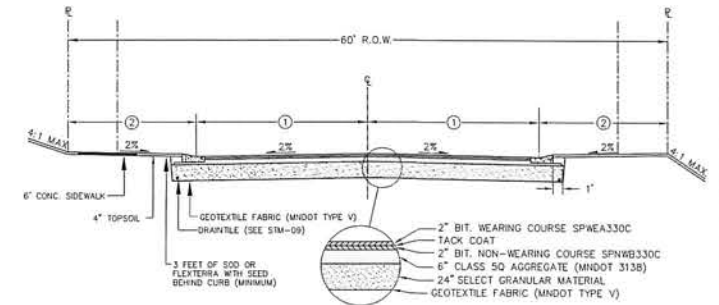


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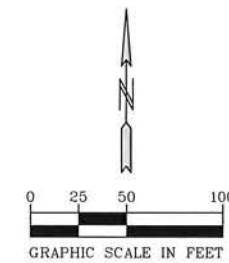
CURVE TABLE						
CURVE	DELTA	LENGTH	RADIUS	TANGENT	PC	PT
C1	9°31'34"	58.19	350.00	29.16	3+78.44	4+36.63
C2	35°27'05"	179.44	290.00	92.69	2+51.07	4+30.50
C3	38°31'21"	336.17	500.00	174.72	5+38.86	8+75.03
C4	16°07'45"	84.45	300.00	42.51	12+20.01	13+04.46
C5	3°03'56"	107.01	2000.00	53.52	7+03.56	8+10.57



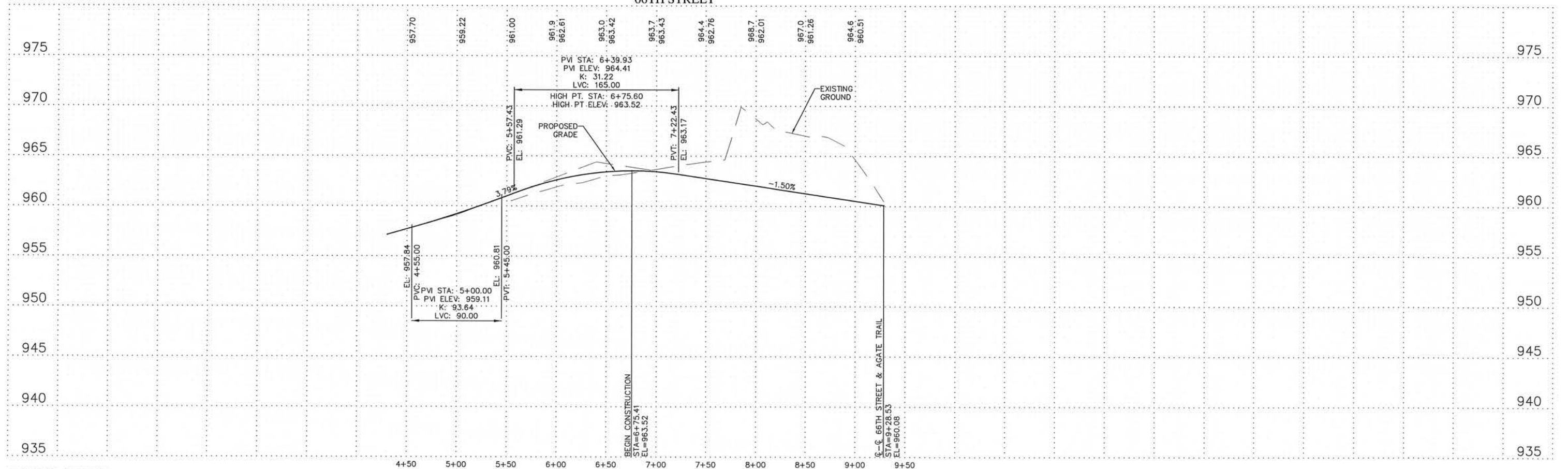
CURB LEGEND

- = TOP OF CURB ELEVATION FOR SURMOUNTABLE CURB
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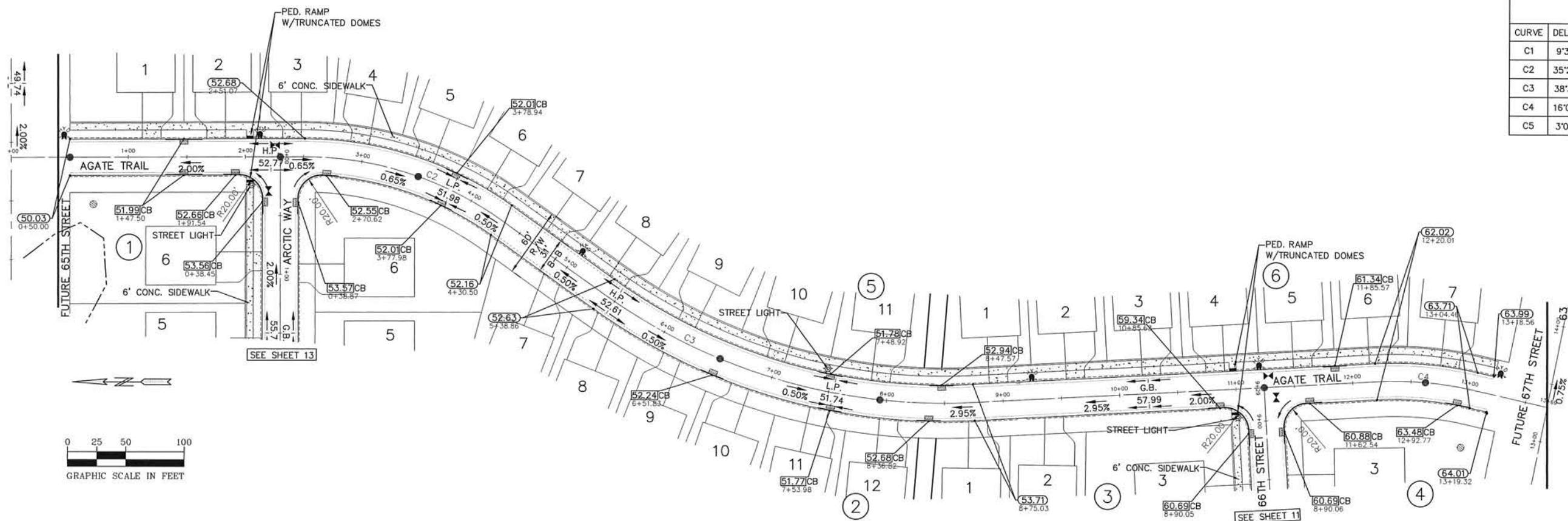
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Designed: PIC/RNM
Drawn: MSN

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WINDWOOD 2ND ADDITION
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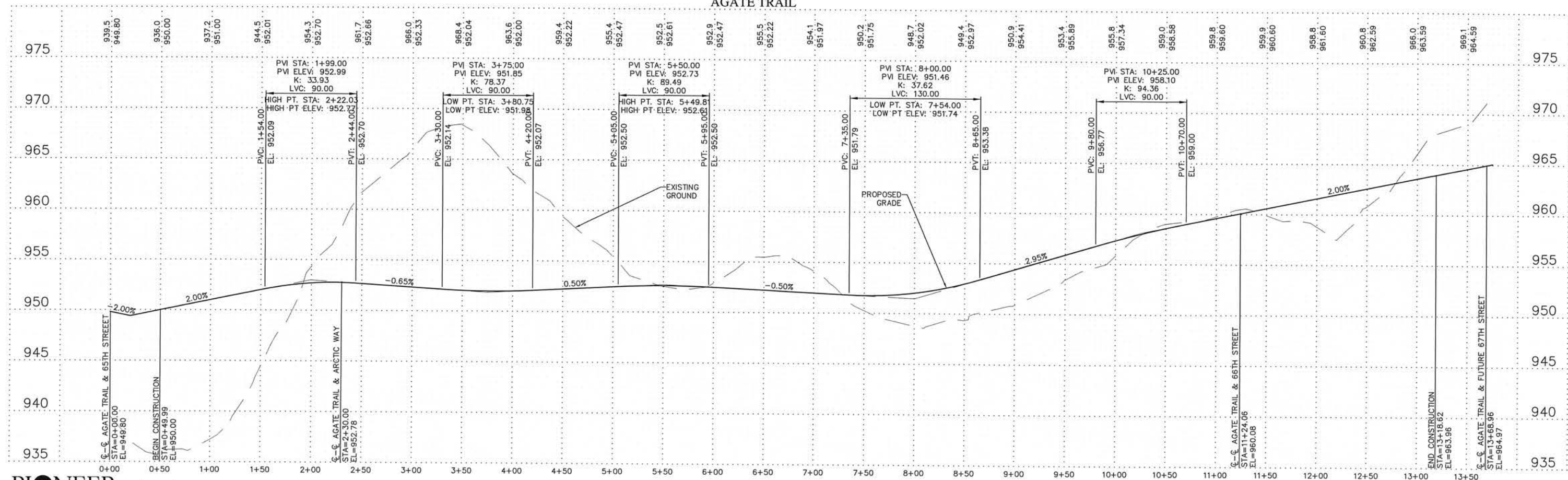
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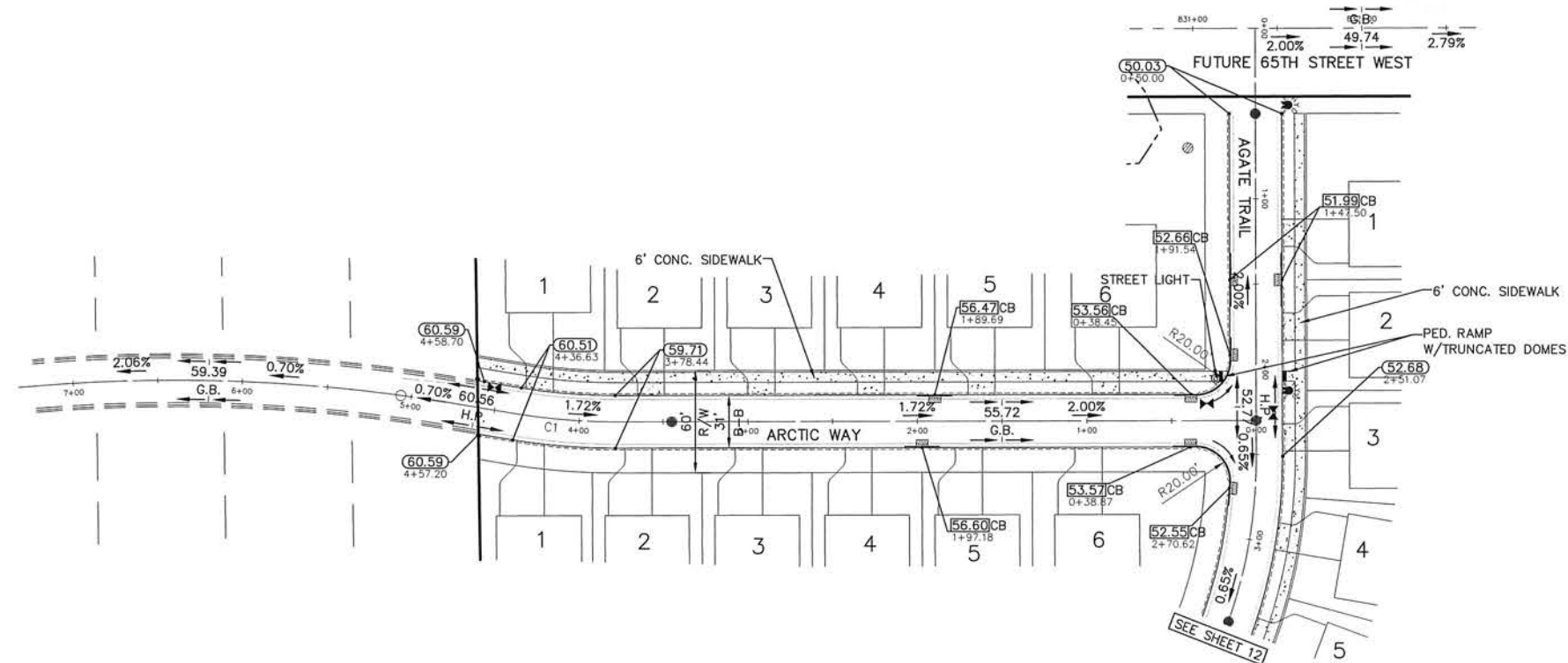
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WINDWOOD 2ND ADDITION

INVER GROVE HEIGHTS, MINNESOTA

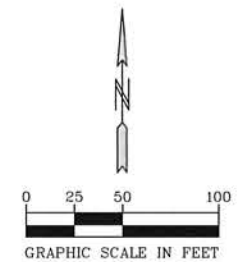
12 OF 21



CURVE TABLE					
CURVE	DELTA	LENGTH	RADIUS	TANGENT	PC PT
C1	9°31'34"	58.19	350.00	29.16	3+78.44 4+36.63
C2	35°27'05"	179.44	290.00	92.69	2+51.07 4+30.50
C3	38°31'21"	336.17	500.00	174.72	5+38.86 8+75.03
C4	16°07'45"	84.45	300.00	42.51	12+20.01 13+04.46
C5	3°03'56"	107.01	2000.00	53.52	7+03.56 8+10.57

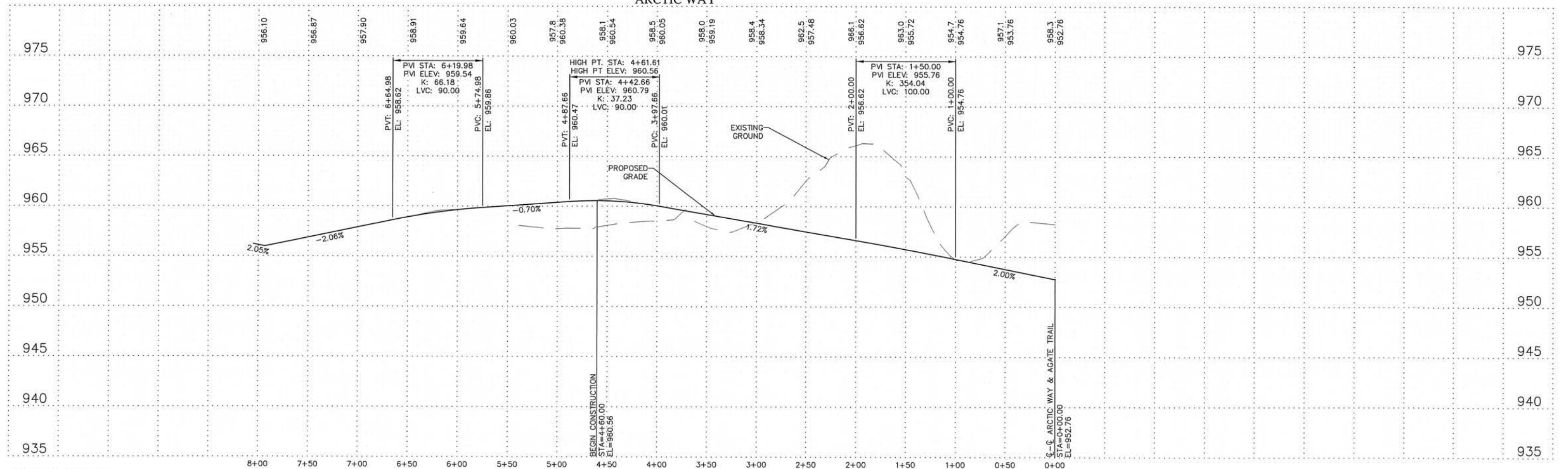
CURB LEGEND

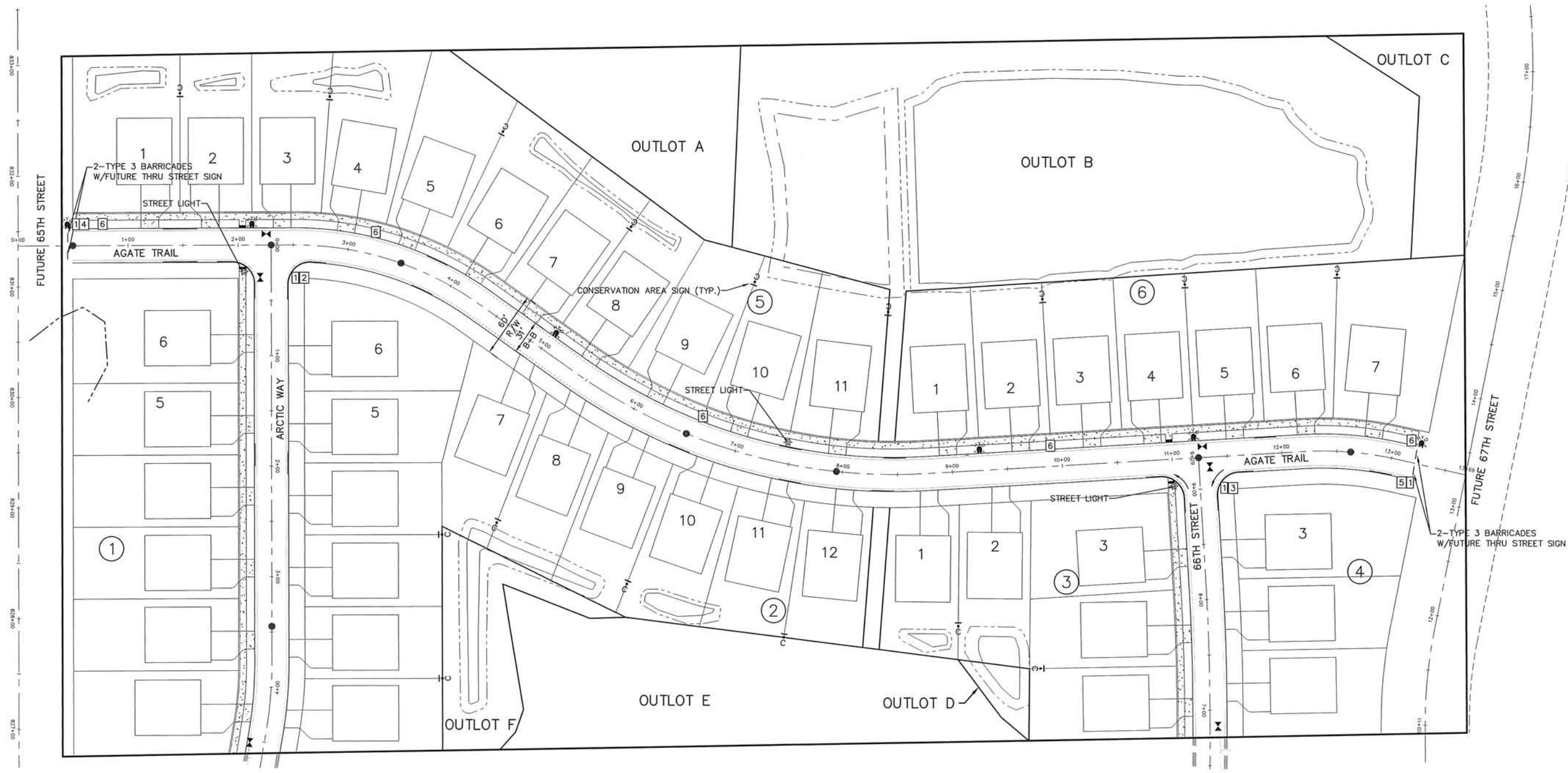
- = TOP OF CURB ELEVATION FOR SURMOUNTABLE CURB
- = TOP OF CURB ELEVATION FOR SURMOUNTABLE CURB (TIP OUT GUTTER)
- = TOP OF CURB ELEVATION FOR B618 CURB
- = TOP OF CURB ELEVATION FOR B618 CURB (TIP OUT GUTTER)
- = BITUMINOUS ELEVATION



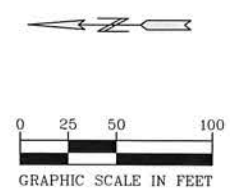
BENCH MARK
MnDOT BENCH 1908 E
NORTHEAST QUADRANT OF TRUNK
HWY 3 & COUNTY ROAD 26.
(NAVD88) ELEV=897.626

ARCTIC WAY

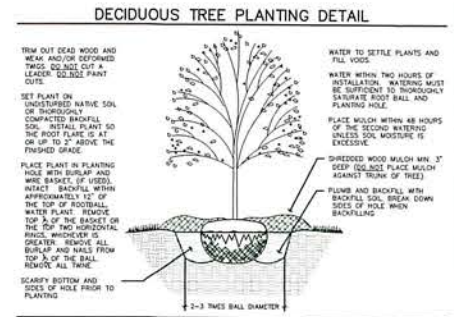




- | | | | | | |
|---|---|---|---|---|---|
| 1 | STOP R1-1 | 4 | STREET SIGNS
"65TH STREET"
"STREET A" | C | CONSERVATION AREA SIGN
(PROVIDE 4X4 TREATED WOOD POST) |
| 2 | STREET SIGNS
"ARCTIC WAY"
"STREET A" | 5 | STREET SIGNS
"67TH STREET"
"STREET A" | | |
| 3 | STREET SIGNS
"66TH STREET"
"STREET A" | 6 | NO
PARKING
R7-13 | | |
- SIGN LEGEND



BENCH MARK
 MnDOT BENCH 1908 E
 NORTHEAST QUADRANT OF TRUNK
 HWY 3 & COUNTY ROAD 26.
 (NAVD88) ELEV=897.626



- ### 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 CONSUMER STATE ONE CALL 1-800-255-1166 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 STANDARDS 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 STABILITY TO A WIND SPEED OF 60 M.P.H.
 - THE LANDSCAPE CONTRACTOR SHALL PROVIDE A MINIMUM GUARANTEE OF ONE YEAR ONE TIME REPLACEMENT ON NEW PLANT MATERIALS. GUARANTEE SHALL BE ADDED UPON BY DEVELOPER/BUILDER AND LANDSCAPE CONTRACTOR.
 - THE LANDSCAPE ARCHITECT RESERVES THE RIGHT TO SELECT ANY PLANTS WHICH ARE DEEMED UNSATISFACTORY BEFORE, DURING OR AFTER INSTALLATION.
 - IF THERE IS A DISCREPANCY 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 LAMN 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 PRESENTS CLEAN UNTHATCHED. 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.

PLANTING SCHEDULE

KEY	COMMON NAME/SCIENTIFIC NAME	ROOT	QUANTITY	SPECIAL INSTRUCTIONS
OVERSTORY TREES				
	AUTUMN BLAZE MAPLE/ACER X FREEMANII	4" B&B	20	
	HACKBERRY/CELTIS OCCIDENTALIS	4" B&B	29	
	SENTRY LINDEN/TILIA AMERICANA 'SENTRY'	4" B&B	16	
	RED OAK/QUERCUS RUBRA	4" B&B	20	
	THORNLESS HONEYLOCUST/GLEDITSIA TRACANTHOS VAR INEMIS	4" B&B	7	
	RIVER BIRCH/BETULA NIGRA	12" B&B	49	COUNT AS A 4" TREE
	WHITE WILLOW/SALIX ALBA 'NIOBE'	4" B&B	23	
EVERGREEN TREES				
	BLACK HILLS SPRUCE/PICEA GLAUCA DENSATA	12" B&B	375	COUNT AS A 5.5" TREE
	AUSTRIAN PINE/PINUS NIGRA	12" B&B	84	COUNT AS A 5.5" TREE

MITIGATION REQUIREMENT

TOTAL TREES INCHES TO BE MITIGATED = 3,178"

PROPOSED MITIGATION = 3,180.5"

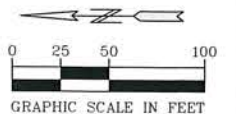
= SAVED EXISTING TREE

SEE TREE PRESERVATION PLAN

PRINTED

AUG 03 2017

PIONEER
ENGINEERING, P.A.



03-PLAN-115260-SHEET-LAND

PIONEERengineering
CIVIL ENGINEERS LAND PLANNERS LAND SURVEYORS LANDSCAPE ARCHITECTS

2422 Enterprise Drive
Mendota Heights, MN 55120

(651) 681-1914
Fax: 681-9488
www.pioneereng.com

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

Name: Jennifer L. Thompson
Reg. No.: 44763 Date: 6-5-2017

Revisions:
1. 6-15-2017 City Comments
2. 7-25-2017 City Comments

Date: 2-25-16
Designed: TML
Drawn: TML

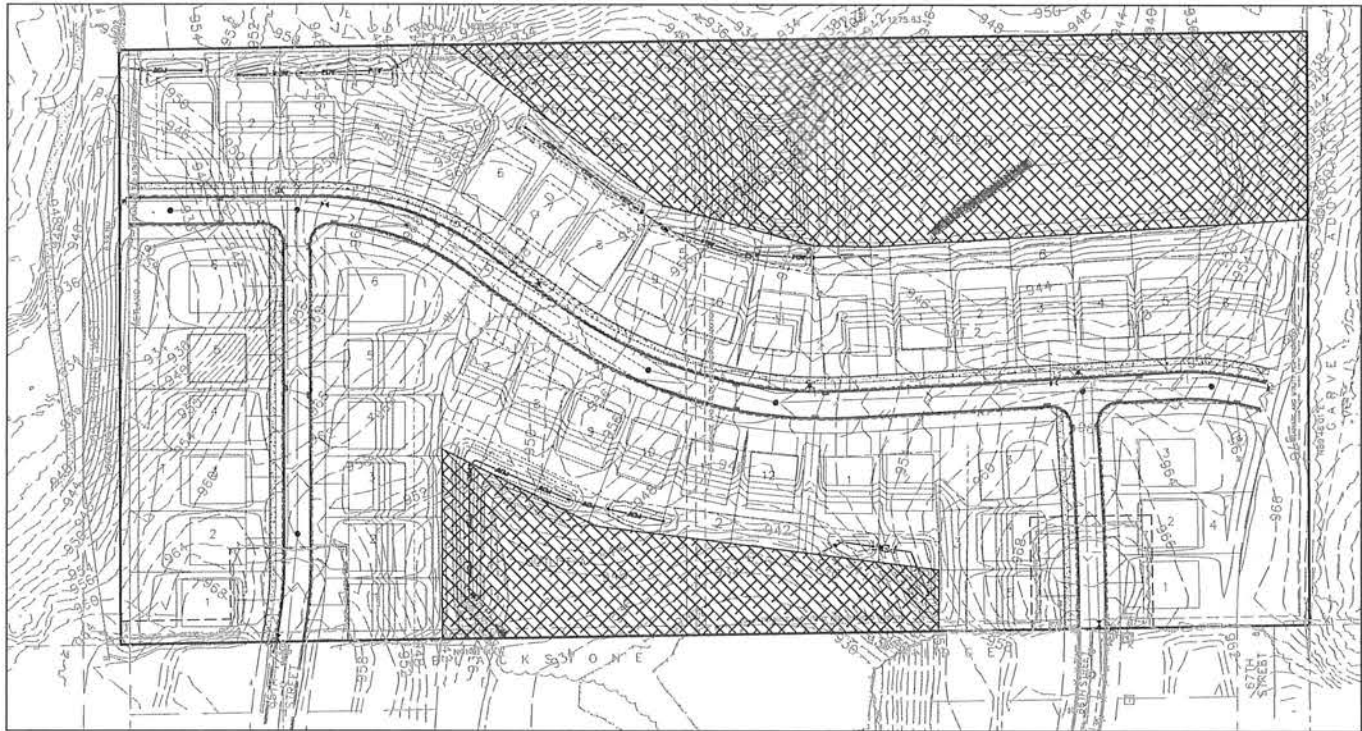
LANDSCAPE PLAN

MIHM CUSTOM HOMES
842 IVY LANE
EAGAN, MN 55123

WINDWOOD 2ND ADDITION
INVER GROVE HEIGHTS, MINNESOTA

L1 OF 1

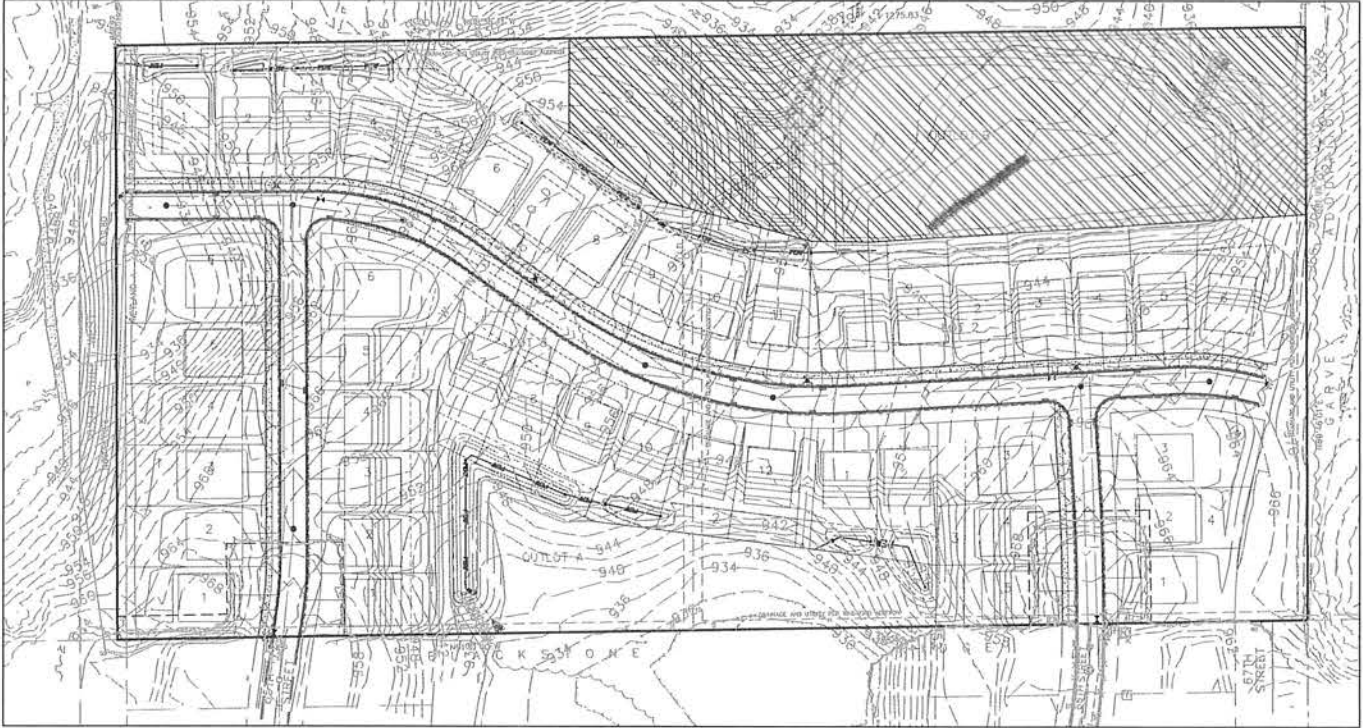
GROSS OPEN SPACE



UNDISTURBED OPEN SPACE



CONTIGUOUS OPEN SPACE



OPEN SPACE DATA:

GROSS DEVELOPMENT AREA: 18.3 ACRES

OPEN SPACE REQUIREMENT:

GROSS OPEN SPACE: 20% X 18.3 = 3.7 ACRES

CONTIGUOUS OPEN SPACE (MIN. 100' WIDE): 75% X 3.7 = 2.8 ACRES

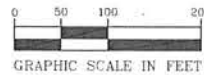
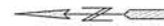
UNDISTURBED OPEN SPACE: 50% X 3.7 = 1.85 ACRES

PROPOSED OPEN SPACE:

GROSS OPEN SPACE: 5.2 ACRES

CONTIGUOUS OPEN SPACE: 3.6 ACRES

UNDISTURBED OPEN SPACE: 1.91 ACRES



**RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS**

TO: Mayor and City Council of Inver Grove Heights

FROM: Planning Commission

DATE: July 5, 2017

SUBJECT: **MIHM – CASE NO. 17-25PUD**

Reading of Notice

No notice was required.

Presentation of Request

Allan Hunting, City Planner, explained the request as detailed in the report. He advised that the request is for the final plat and final development plan for Windwood 2nd Addition, a 44-lot single-family development. Council approved the preliminary plat and development plan in 2016. Tonight's task is to review the final plans against the preliminary conditions of approval. There were some changes to the stormwater system within Outlot B which reduces the undisturbed open space and triggers the need for additional tree replacement. Council will have to determine whether the shortfall will be addressed through cash contribution or plantings. Staff recommends approval of the request.

Commissioner Simon asked if the plat included 65th Street.

Mr. Hunting replied it did not and that 65th Street would be done as a separate City project.

Commissioner Simon asked who would be financing the construction of 65th Street.

Mr. Hunting replied that he was unsure.

Commissioner Robertson asked staff to clarify the revised tree shortage and replacement.

Mr. Hunting explained that on the preliminary plan they were able to do all replanting on site. The change of grading for the stormwater; however, resulted in a deficit of 830 caliper inches and they do not physically have enough room to plant that many trees.

Commissioner Robertson asked where the trees they were now short were going to be planted.

Mr. Hunting displayed the proposed landscape plan identifying where trees would be planted along the roads and ponds, in the back and front yards of the residential lots, and along the perimeter of the stormwater ponds.

Commissioner Robertson asked for clarification that the applicants were not proposing to decrease the plantings from the residential lots themselves.

Mr. Hunting replied that the trees would be planted as shown on the approved landscape plan and they were not proposing to decrease the reforestation on the residential lots.

July 5, 2017

Page 2

Commissioner Scales asked what the reason was for the change in the grading plan.

Mr. Hunting replied because of a change in the stormwater design they needed an additional treatment pond.

Commissioner Wippermann asked for clarification that the spacing between buildings would be a minimum of 15 feet.

Mr. Hunting replied in the affirmative.

Opening of Public Hearing

Tom Mihm, 842 Ivy Lane, Eagan, advised he was available to answer any questions.

Commissioner Scales asked the applicant if he read and understood the report.

Mr. Mihm replied in the affirmative.

Commissioner Scales closed the public hearing.

Planning Commission Discussion

Commissioner Robertson stated that assuming the number and location of trees within the residential lots was the same as shown on the original landscape plan she was supportive of the request.

Planning Commission Recommendation

Motion by Commissioner Robertson, second by Commissioner Niemioja, to approve the request for a final plat and final PUD development plan for Windwood 2nd Addition, located west of Highway 3, between future 65th and 69th Streets, with the conditions listed in the report.

Motion carried (6/0). This item goes to the City Council on July 24, 2017.

PLANNING REPORT

CITY OF INVER GROVE HEIGHTS

REPORT DATE: June 19, 2017

CASE NO: 17-25PUD

APPLICANT: Tom Mihm

REQUEST: Final Plat and Final PUD Development Approval for Windwood 2nd Addition

MEETING DATE: July 5, 2017

LOCATION: West of Hwy 3, between future 65th and 69th Streets

COMPREHENSIVE PLAN: LDR-NWAPUD

ZONING: R-1C/PUD

REVIEWING DIVISIONS: Planning
Engineering
Park and Recreation
Fire Marshall

PREPARED BY: Allan Hunting
City Planner

BACKGROUND

An application has submitted for the final plat and final development plan for Windwood 2nd Addition. The plat consists of 44 single family lots and two outlots for stormwater purposes. Outlots A and B would be dedicated to the City.

The City Council approved the preliminary plat and development plans on May 9, 2016.

EVALUATION OF THE REQUEST

The final plan review is limited to a review of the plans against the preliminary plat conditions of approval for compliance. The review will address each of the 16 conditions. A copy of the resolution approving the preliminary plans, including the conditions is attached.

Condition #1 relating to consistency with preliminary plans. The submitted final plans are consistent with the preliminary plans approved by Council. The following provides some additional detail on some of the individual approved plans:

Final Plat. The lot and outlot layout is the same as the preliminary plat containing 44 lots. Outlots A and B will be deeded to the City for stormwater purposes.

Site Plan. The site plan is consistent with the preliminary plans approved on May 9th, 2016.

Open Space Plan. There are some changes to the open space plan due to changes in the stormwater system within Outlot B. A secondary pond has been added to an area that was proposed to be undisturbed open space in the preliminary plans. The applicant has provided a revised open space plan which still complies with minimum standards. Total open space remains the same, but undisturbed open space has been reduced from 2.8 acres to 1.9 acres. Minimum required is 1.85 acres. Overall open space requirements continue to be satisfied.

Landscape Plan and Tree Inventory. The landscape plan identifies additional tree removal over the preliminary plans due to the additional grading for the secondary storm pond. The preliminary plans were consistent with tree preservation regulations. The final plans show a deficit of 830 caliper inches. This would equate to 332 - 2.5 caliper inch overstory trees. The City's Tree Protection Ordinance provides guidance for reforestation requirements.

"...Unless found otherwise, at least seventy five percent (75), but in no case less than forty five percent (45%), of the required tree placement shall occur on the site being developed. Should the development not have sufficient room on the site to allow for all required reforestation, the balance may, at the city council's discretion, either be: 1) planted upon public property in locations approved by the city; or 2) a cash payment to the city in an amount equivalent to the cost of the plantings, said payment to be used by the city for future plantings on public property."

Based on information the City Parks Department uses for tree planting costs, a 2.5 caliper inch tree is worth \$450.00. The applicant must address the tree planting shortfall and the City Council must make a determination on how the shortfall be addressed, either through cash payment or planting.

Condition #2 relating to approval of the final grading, drainage and erosion control plans. The City Engineer has indicated the plans have addressed the primary comments from engineering and the city's consultants. Overall, there are some issues yet to be resolved, but the review is down to final comments.

Condition #3 relating to drainage and utility easements provided on the plat. The plat provides for easements over the main drainage areas. The City Engineer has reviewed the plat and finds the necessary easements are in place.

Condition #4 relating to boundaries of open space with marker posts. Engineering has created a post and sign template for developers to use to mark the open space boundary. The final location of the posts will be approved by Engineering and will be field inspected.

Condition #5 relating to park dedication. Park dedication will consist of a cash payment of \$2,850 per lot. With 44 lots, cash park dedication will equal \$125,400. The park dedication fees are collected at time of final plat release.

Condition #6 relating to plans reviewed by the Fire Marshall. The Fire Marshall has reviewed the plans and recognizes the plat only has one possible access at this time and is ok with the design, knowing access to 65th Street will occur in the near future.

Condition #7 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 #8/9 relating to payment of plat utility fees. The development contract will address the specific fees that the developer must pay before plat release as part of the funding for the infrastructure of the sewer and water for the Northwest Area. The Council adopted an ordinance which specifies fees to be paid at time of final plat release. There will also be additional fees collected at time of building permit for all residential structures. This condition was intended to state the developer's responsibility for paying these fees.

The developer is required to pay the difference between the utility fees shown for the subject parcel in the city's financial connection fees and hook-up fees that will be collected for the subject site per the actual density at which the subject property develops. The applicant is requesting some reduction in fees using similar credits provided for the Blackstone plats. In this case, there is more open space provided than required. This was used as a credit against density shortfalls in Blackstone. The reduction of fees is a matter for the Council to review.

Condition #10 relating to payment of building permit fees. This condition was intended to state the developers are responsible for payment of building permit fees as noted in the condition. These fees are collected at time of building permit.

Condition #11 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 # 12 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 #13 relating to entering into a development contract. A meeting with the developer will be set up prior to council review to address obligations to be covered in the developer agreement. A development contract will be drafted and reviewed by the City Council during their review of the final plan set.

Condition #14 relating to documents that must be recorded with the final plat. Standard language identifying additional documents to be recorded with the final plat.

Condition #15 relating to plans meeting the comments from the engineering consultants. The City Engineer has indicated the plans have addressed the comments from the city's consultants. There are a few minor changes yet to be addressed, but these will be addressed prior to work commencing on the site.

Condition #16 relating to street lighting. Street lights will be required at street intersections and at equal spacing along the road. Lights are installed by the developer and lighting costs are eventually charged to the individual lots. This condition has been satisfied.

ALTERNATIVES

A. **Approval.** If the Planning Commission finds the proposed Final plat and Final PUD development plans for Windwood 2nd Addition acceptable, a recommendation of approval should be made subject to the following conditions:

1. The project shall be developed in substantial conformance with the following plans on file with the Planning Department except as may be modified by the conditions below:

Preliminary PUD conditions of approval and site plan	
Final Plat	dated 6/20/17
Open Space Plan	dated 6/5/17
Sanitary and Watermain Plan (4 sheets)	dated 6/15/17
Storm Sewer Plan (3 sheets)	dated 6/15/17
Grading Plan	dated 6/5/15
Erosion Control Plan	dated 6/15/17
Landscape Plan	dated 6/5/17

2. All plans are subject to the review and approval of the City Engineer including comments from city consultants reviewing the plans prior to work commencing on the site.
3. Prior to any work commencing on the site, the developer shall enter into a development contract with the City. The development contract will address all other preliminary conditions of approval relating to other agreements required, park dedication, and other pertinent specific performance standards for this phase of the PUD.

B. **Denial.** If the Planning Commission does not find the application to be acceptable, a recommendation of denial should be made. Specific findings supporting a basis for denial must be stated by the Commission if such a recommendation is made.

RECOMMENDATION

Based on this review, the Planning Division and Engineering recommends approval of the final plat and PUD development plans for Windwood 2nd Addition subject to the conditions stated above.

ATTACHMENTS:

- Location Map
- Preliminary PUD conditions of approval and site plan
- Final Plat
- Open Space Plan
- Grading Plan
- Erosion Control Plan
- Landscape Plan



Location Map

Case No. 17-25PUD



CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. 16-84

A RESOLUTION APPROVING A PRELIMINARY PLAT AND PRELIMINARY PUD DEVELOPMENT PLAN CONSISTING OF 44 SINGLE FAMILY LOTS AND TWO (2) OUTLOTS FOR THE PLANNED DEVELOPMENT TO BE KNOWN AS WINDWOOD

CASE NO. 16-06PUD

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

Lots 2 and 3, Block 1, Windwood Addition, according the recorded plan, Dakota County, Minnesota.

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 Statutes, Section 462.357, Subdivision 3 on April 19th, 2016;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS that, the Preliminary Plat and Preliminary PUD development plan for the planned development of Windwood 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	2/29/16
Preliminary Open Space Plan	3/29/16
Preliminary Impervious Surface Exhibit	2/25/16
Preliminary Grading Plan	2/29/16
Preliminary Sanitary/Water/Site Plan	4/1/16
Preliminary Storm Sewer Plan	2/29/16
Preliminary Tree Preservation Plan	2/25/16
Preliminary Landscape Plan	2/25/16

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 developer shall be responsible for installing marker posts at reasonable locations to define the boundary of the open space. This provides identification for future land owners to know boundaries of the open space areas. The final PUD plans must show the location of the marker posts.
5. Park dedication shall consist of a cash contribution in the amount of the rates in effect at the time the final plat is approved.
6. All plans shall be subject to the review and approval of the Fire Marshal.
7. Prior to execution of the plat by the City and prior to recording of the plat with the County, the Owner shall execute a Storm Water Facilities Maintenance Agreement with the City whereby the developer shall be responsible for the maintenance of storm water improvements on such lots.
8. 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.
9. At the time the plat is recorded, the landowner/developer by written agreement with the city must pay the city the difference between (a) the Northwest Area utility connections fees (including those usually payable at time of plat as well as building permit issuance) and the hook-up fees (including the water connection and sewer connection fee) that would have been payable for the densities shown for the subject property in the city's financial and connection fee information prepared by Ehlers & Associates (and amended from time to time) for the Northwest Area and (b) the Northwest Area utility connection fees and hook up fees that will be collected for the subject property per the actual density at which the subject property develops.
10. 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. Final details of the amounts to be paid shall be part of the final PUD plan review.
11. 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

12. 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.
13. 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.
14. The following documents shall be recorded when the plat is recorded:
 - Development Contract;
 - Storm Water Facilities Maintenance Agreement;
 - Acknowledgement of PUD Zoning.
15. Prior to City Council review of the final PUD development plans, the Developer must respond to all of the comments of the City Engineer memo dated 3/16/16, and comments from Barr Engineering.
16. Street lighting shall be required along all public streets. The street lighting plans shall be approved by the City prior to installation.

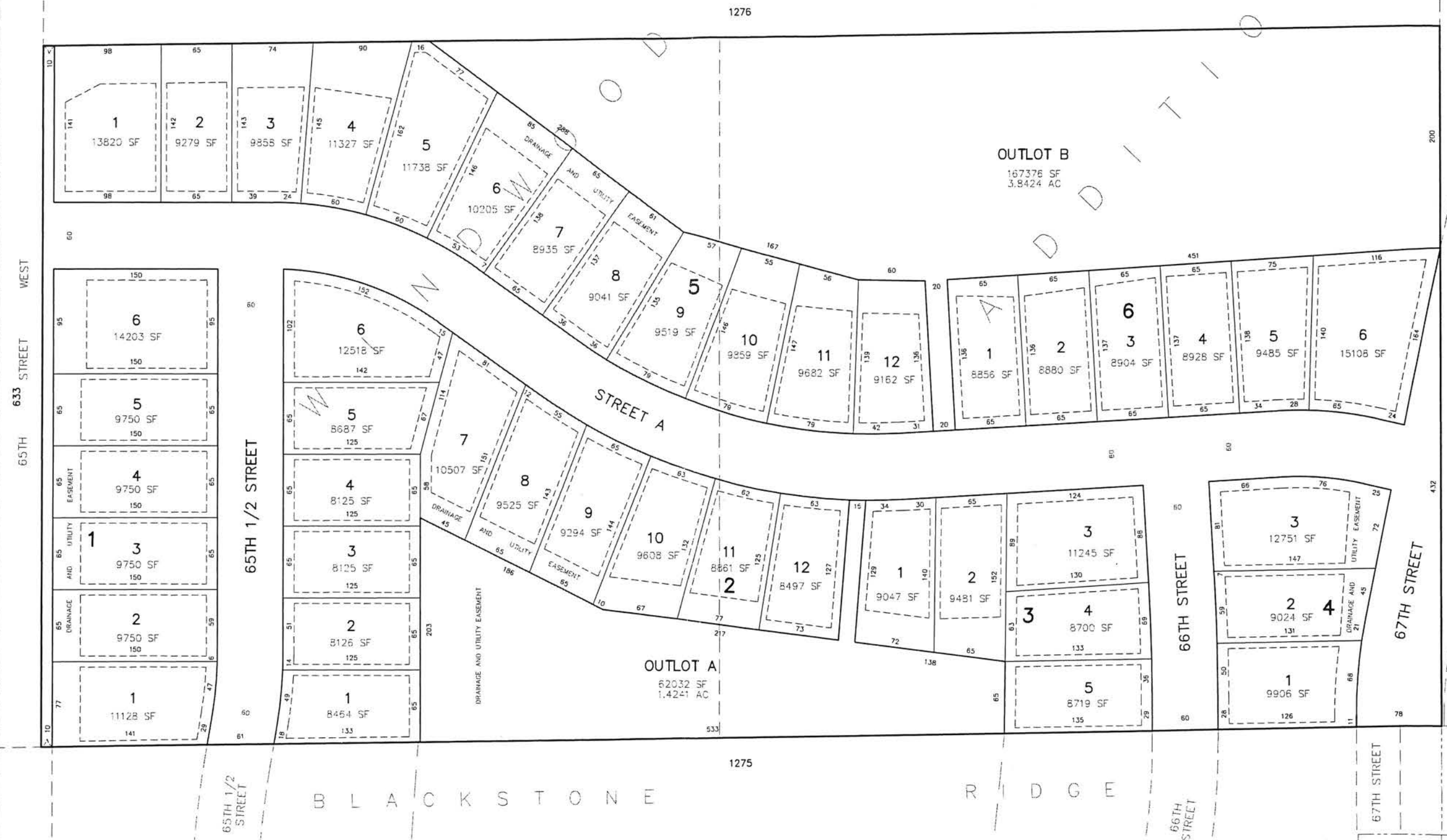
Passed this 9th day of May, 2016.

AYES: 5
NAYS: 0

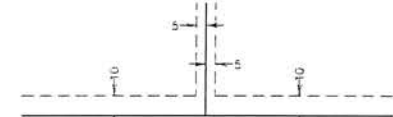

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk



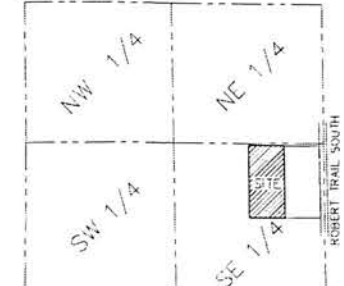
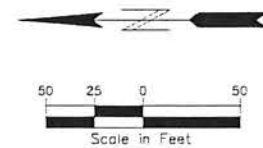
DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



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 GROSS AREA	18.5175 ACRES
TOTAL LOT AREA	10.0120 ACRES
NUMBER OF LOTS	44
LARGEST LOT	15,108 SQ. FT.
SMALLEST LOT	8,125 SQ. FT.
AVERAGE LOT	9,925 SQ. FT.
NUMBER OF OUTLOTS	2
TOTAL OUTLOT AREA	5.2665 ACRES
TOTAL RIGHT OF WAY AREA	3.2389 ACRES
GROSS DENSITY (EXCLUDES OUTLOTS)	3.31 LOTS/ACRE
NET DENSITY (EXCLUDES OUTLOTS & R/W)	4.39 LOTS/ACRE
ZONING (PROPOSED)	

LEGAL DESCRIPTION PROPOSED BY CLIENT
LOTS 2 AND 3, BLOCK 1, WINDWOOD ADDITION, ACCORDING TO THE RECORDED PLAT THEREOF, DAKOTA COUNTY, MINNESOTA.



SECTION 6, TWP. 27, RGE. 22
LOCATION MAP
NO SCALE

PIONEERengineering
CIVIL ENGINEERS LAND PLANNERS LAND SURVEYORS LANDSCAPE ARCHITECTS

2422 Enterprise Drive
Menota Heights, MN 55120
(651) 681-1914
Fax: 651-9438
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: Paul J. Hawkman
Reg. No.: 42790 Date: 10/1/20

Revisions

Date: 10/1/20
Designed: PIC/RSM
Drawn: TJS

PRELIMINARY PLAT

MIHM CUSTOM HOMES
842 IVY LANE
EAGAN, MN 55123

WINDWOOD
INVER GROVE HEIGHTS, MINNESOTA

115360-PRE PLAT.DWG

WINDWOOD 2ND ADDITION



THE ORIENTATION OF THIS BEARING SYSTEM IS BASED ON THE WEST LINE OF LOT 1, BLOCK 1, WINDWOOD ADDITION, WHICH IS ASSUMED TO HAVE A BEARING OF NORTH 00°58'41" WEST.

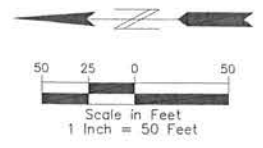
NO MONUMENT SYMBOL SHOWN AT ANY STATUTE REQUIRED LOCATION, INDICATES A PLAT MONUMENT THAT WILL BE SET AND WHICH SHALL BE IN PLACE WITHIN ONE YEAR OF THE FILING OF THE PLAT. SAID MONUMENTS SHALL BE 1/2 INCH X 14 INCH IRON MONUMENTS MARKED BY LICENSE NUMBER 42299.

- DENOTES FOUND CAST IRON MONUMENT
- DENOTES 1/2 INCH BY 14 INCH IRON PIPE MONUMENT SET AND MARKED BY LICENSE NUMBER 42299, OR WILL BE SET IN ACCORDANCE WITH MS SECTION 505.021, SUBD. 10.
- DENOTES FOUND 1/2 INCH IRON MONUMENT MARKED BY LICENSE NUMBER 42299 UNLESS OTHERWISE NOTED.

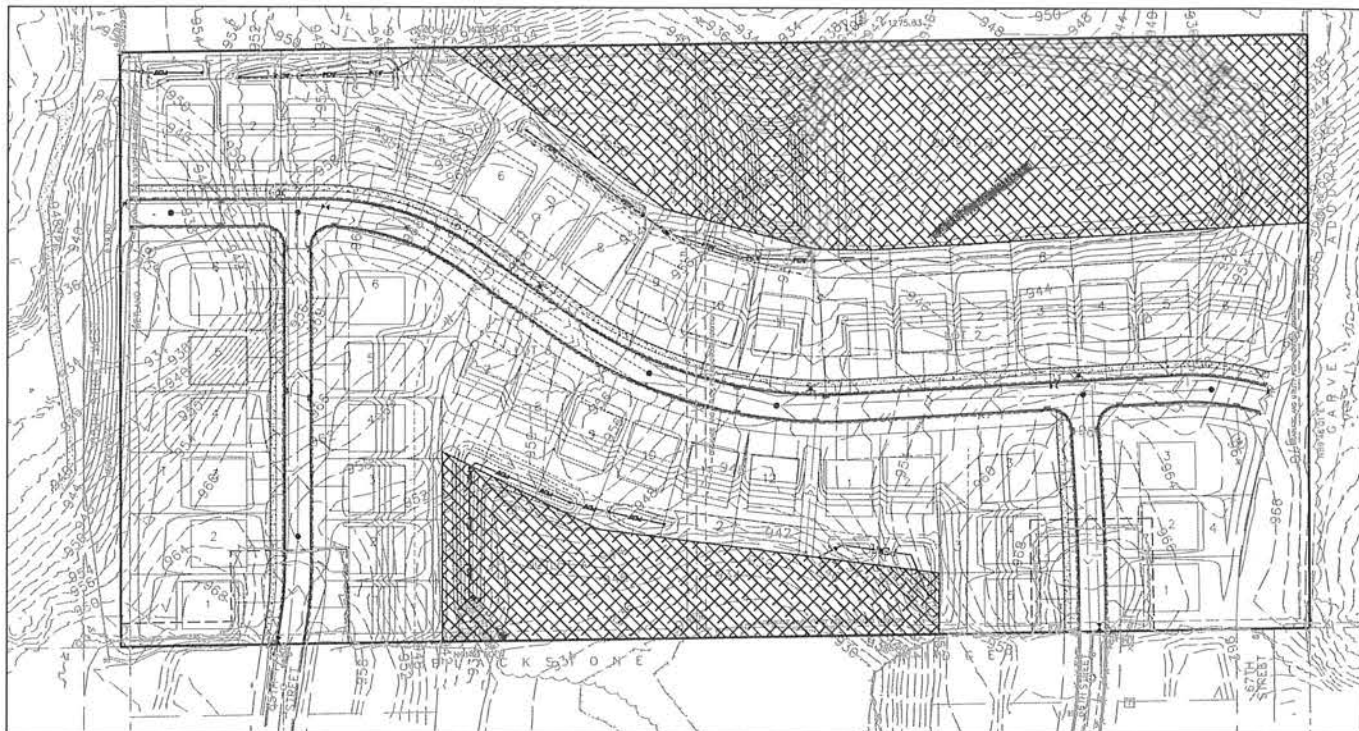


DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:

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.



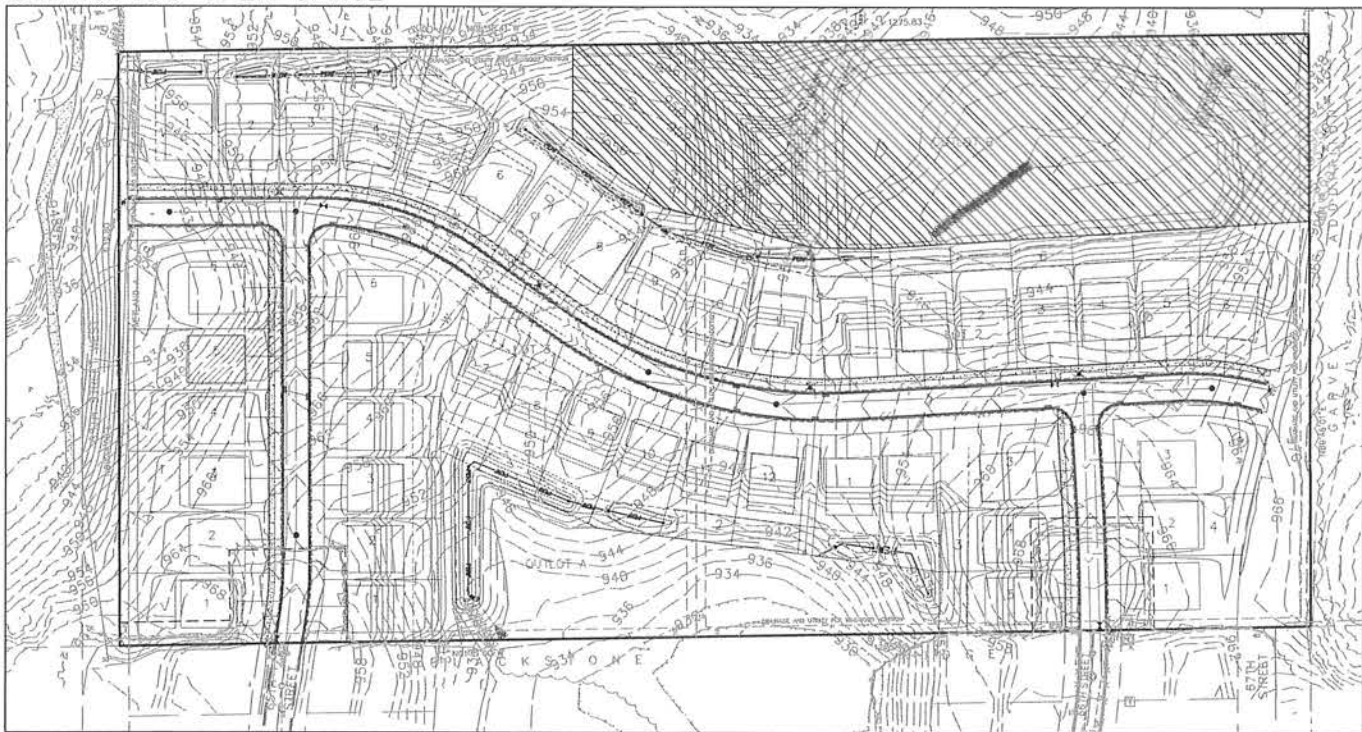
GROSS OPEN SPACE



UNDISTURBED OPEN SPACE



CONTIGUOUS OPEN SPACE



OPEN SPACE DATA:

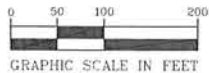
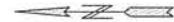
GROSS DEVELOPMENT AREA: 18.3 ACRES

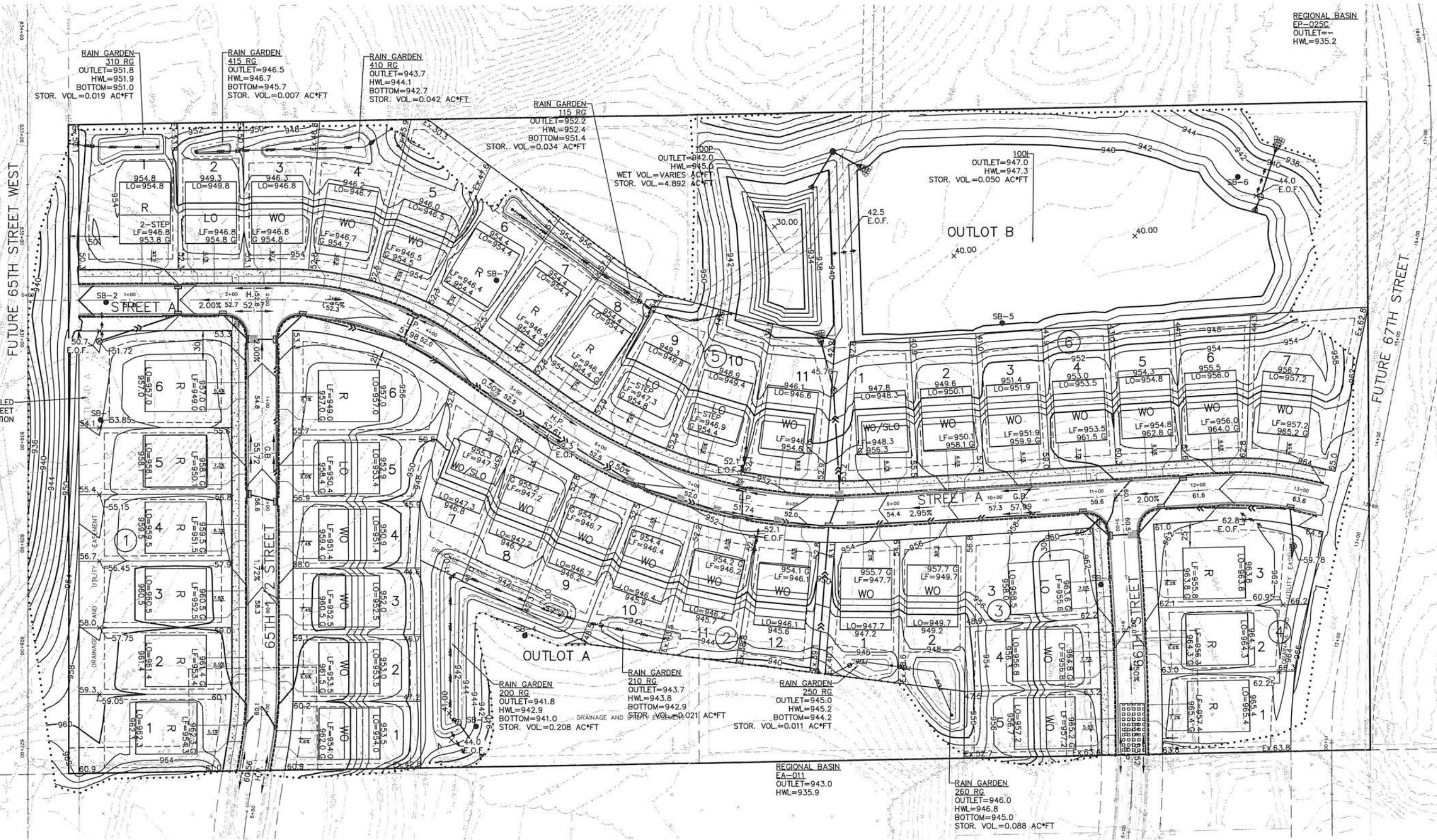
OPEN SPACE REQUIREMENT:

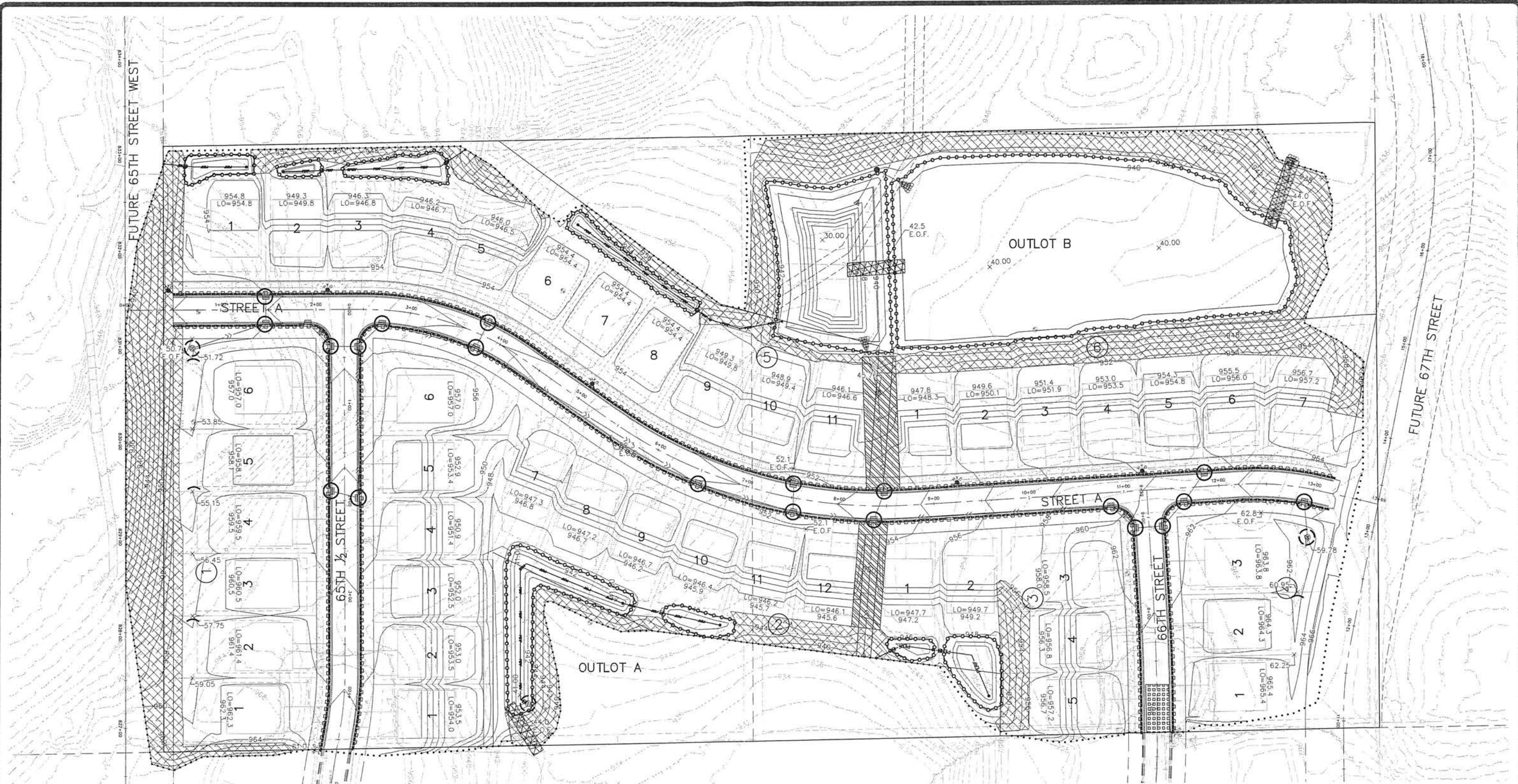
GROSS OPEN SPACE: 20% X 18.3 = 3.7 ACRES
 CONTIGUOUS OPEN SPACE (MIN. 100' WIDE): 75% X 3.7 = 2.8 ACRES
 UNDISTURBED OPEN SPACE: 50% X 3.7 = 1.85 ACRES

PROPOSED OPEN SPACE:

GROSS OPEN SPACE: 5.2 ACRES
 CONTIGUOUS OPEN SPACE: 3.6 ACRES
 UNDISTURBED OPEN SPACE: 1.91 ACRES

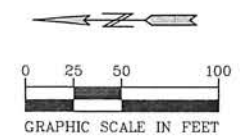






LEGEND

- | | | |
|--|---|--|
| <p>ROCK CONSTRUCTION ENTRANCE
INSTALL BEFORE START OF GRADING</p> <p>PERIMETER EROSION CONTROL FENCE
INSTALL BEFORE START OF GRADING</p> <p>SECONDARY EROSION CONTROL FENCE
TO BE INSTALLED 48 HOURS AFTER
COMPLETION OF GRADING.</p> <p>2' SOD OR EROSION CONTROL FENCE AT
BACK OF CURB. TO BE INSTALLED AFTER
COMPLETION OF SIDEWALK CONSTRUCTION.</p> | <p>BASIN ACCESS 8% SLOPE MAX.</p> <p>SUMPED RIP RAP PERMANENT ENERGY
DISSIPATER, INSTALL WITHIN 24 HOURS
AFTER CONNECTION TO A SURFACE WATER.</p> <p>CATCH BASIN INLET PROTECTION
TO BE INSTALLED AFTER 1ST LIFT
OF BITUMINOUS.</p> <p>CATCH BASIN INLET PROTECTION
TO BE INSTALLED WITH CATCH
BASIN GRATE.</p> | <p>STRAW BIO ROLLS, INSTALL WITHIN 7 DAYS
OF GRADING COMPLETION OR BEFORE 1ST
RAINFALL EVENT WHICHEVER IS FIRST</p> <p>STABILIZED EMERGENCY OVERFLOW</p> <p>MNDOT CAT 3 EROSION CONTROL BLANKET.
INSTALL WITHIN 7 DAYS OF GRADING
COMPLETION</p> |
|--|---|--|



PIONEERengineering
CIVIL ENGINEERS LAND PLANNERS LAND SURVEYORS LANDSCAPE ARCHITECTS

2422 Enterprise Drive
Mendota Heights, MN 55120
(651) 681-1914
Fax: 681-9488
www.pioneereng.com

I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota
Name: Paul J. Cherm
Reg. No. 19860 Date:

Revised: 1. 6-15-2017 City Comments

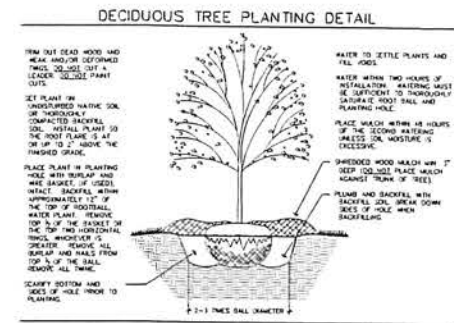
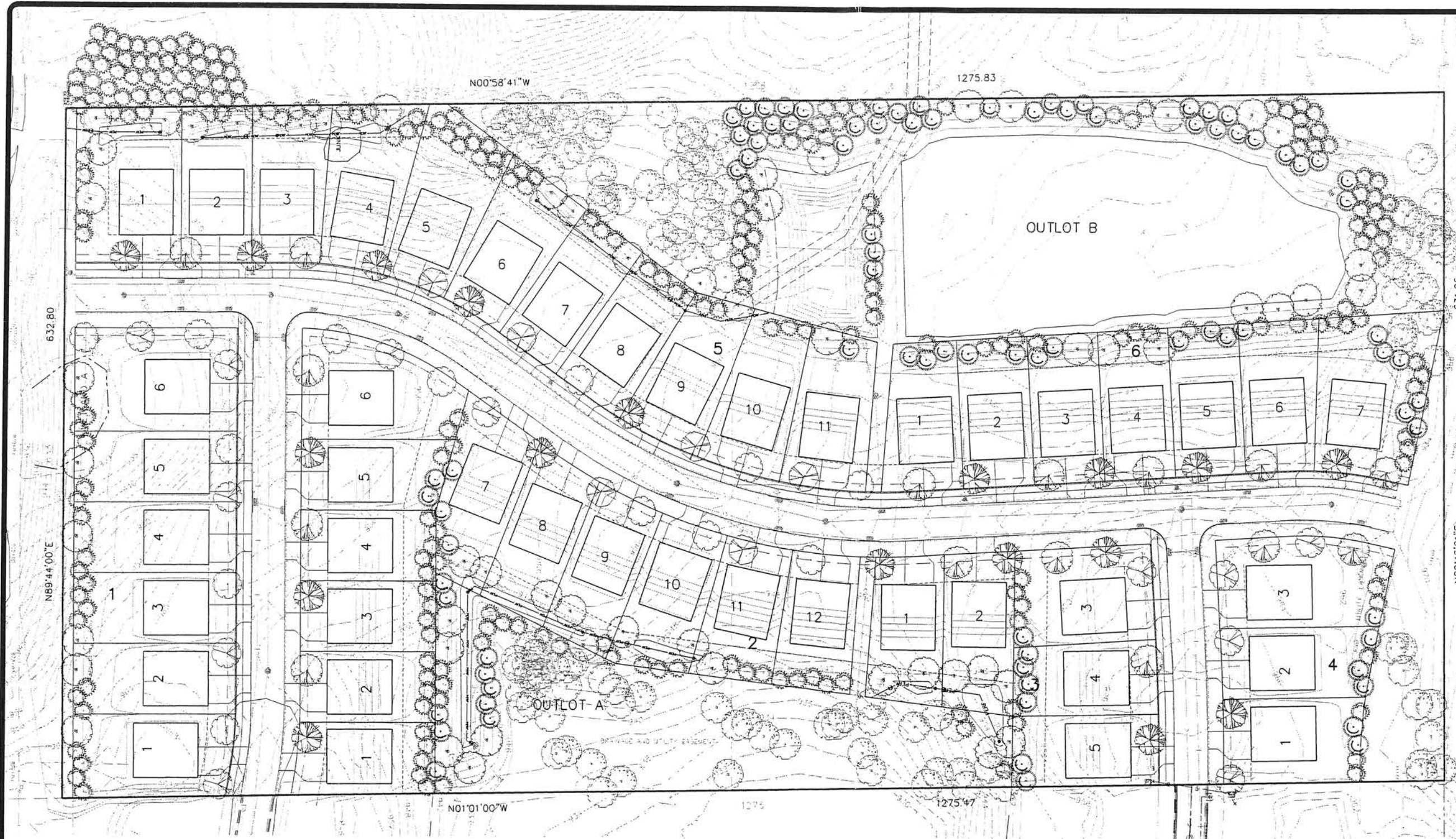
Date: 6-5-2017
Designed: PIC/BNM
Drawn: MSN

EROSION CONTROL PLAN

MIHM CUSTOM HOMES
842 IVY LANE
EAGAN, MN 55123

WINDWOOD 2ND ADDITION
INVER GROVE HEIGHTS, MINNESOTA

G2 OF G5



- #### 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 CORNER STATE ONE CALL 1-800-332-1116 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.
 - DRAWING TO BE PERFORMED BY OTHERS.
 - NO PLANT MATERIAL SHALL BE INSTALLED UNTIL DRAINAGE AND CONSTRUCTION HAS BEEN COMPLETED IN THE IMMEDIATE AREA.
 - ALL PLANT MATERIAL SHALL MEET THE STANDARDS FOUND IN THE AMERICAN ASSOCIATION OF NURSERYMEN-AMERICAN STANDARDS 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 STABILITY TO A WIND SPEED OF 50 MPH.
 - THE LANDSCAPE CONTRACTOR SHALL PROVIDE A MINIMUM GUARANTEE OF ONE YEAR ON THE REPLACEMENT OF NEW PLANT MATERIALS. GUARANTEE SHALL BE NOTED UPON BY DEVELOPER/OWNER 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 DISCREPANCY BETWEEN THE NUMBER OF PLANTS SHOWN ON THE PLAN AND THE NUMBER SHOWN ON THE PLANT LIST, THE NUMBER SHOWN ON THE PLAN SHALL TAKE PRECEDENCE.
 - THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL MACHINES AND PLANTING TOOL GUARANTEES TO COMPLETE WORK SHOWN ON THE PLAN. THE LANDSCAPE CONTRACTOR SHALL VERIFY ALL GUARANTEES SHOWN ON THE PLANT SCHEDULE.
 - CONSTRUCTION GRADE FERTILIZER COATING 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 PAYMENTS CLEAN INSTALLED. 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.

PLANTING SCHEDULE

KEY	COMMON NAME/SCIENTIFIC NAME	ROOT	QUANTITY	SPECIAL INSTRUCTIONS
OVERSTORY TREES				
	AUTUMN BLAZE MAPLE/ACER X FREEMANII	4" B&B	15	
	HACKBERRY/CELTIS OCCIDENTALIS	4" B&B	13	
	SENTRY LINDEN/TILIA AMERICANA 'SENTRY'	4" B&B	12	
	RED OAK/QUERCUS RUBRA	4" B&B	18	
	THORNLESS HONEYLOCUST/GLEDTISIA TRACANTHOS VAR INEMIS	4" B&B	6	
	RIVER BIRCH/BETULA NIGRA	12" B&B	57	COUNT AS A 4" TREE
EVERGREEN TREES				
	BLACK HILLS SPRUCE/PICEA GLAUCA DENSATA	12" B&B	252	COUNT AS A 5.5" TREE
	AUSTRIAN PINE/PINUS NIGRA	12" B&B	87	COUNT AS A 5.5" TREE

MITIGATION REQUIREMENT

TOTAL TREES INCHES TO BE MITIGATED = 3,178"

PROPOSED MITIGATION = 2,348"

REMAINING MITIGATION = 830" (150 12' EVERGREENS)

= SAVED EXISTING TREE

SEE TREE PRESERVATION PLAN

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2422 Enterprise Drive
Mendota Heights, MN 55120

(651) 681-1914
Fax: 681-9438
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: 2-25-16
Designed: TML
Drawn: TML

LANDSCAPE PLAN

MIHM CUSTOM HOMES
842 IVY LANE
EAGAN, MN 55123

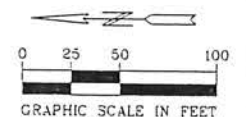
WINDWOOD 2ND ADDITION
INVER GROVE HEIGHTS, MINNESOTA

LI OF 1

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JUN 05 2017

PIONEER
ENGINEERING, P.A.



00-PLAN-115260-SHEET-LAND

DEVELOPMENT CONTRACT
FOR PLAT OF
WINDWOOD 2ND ADDITION

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DEVELOPMENT CONTRACT

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CITY OF INVER GROVE HEIGHTS
DEVELOPMENT CONTRACT
FOR PLAT OF WINDWOOD 2ND ADDITION

THIS DEVELOPMENT CONTRACT is made and entered into on the 14th day of August, 2017, by and between the CITY OF INVER GROVE HEIGHTS, a municipality of the State of Minnesota, (hereinafter called the CITY), and the 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, infiltration basins, water quality pre-treatment facilities, raingardens, regional basins 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 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 and provided an electronic plan set compatible with the CITY's AUTOCAD and GIS systems (See Section 8.6 (12));

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 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 U.S. Home Corporation, a Delaware corporation, and its successors and assigns.

1.4 **PLAT.** "PLAT" means the plat of Windwood 2nd Addition, comprising the real property located in Inver Grove Heights, Dakota County, Minnesota and legally described on the attached Exhibit A.

1.5 **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.

1.6 **DEVELOPMENT CONTRACT.** "DEVELOPMENT CONTRACT" means this contract by and among the CITY and DEVELOPER.

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 delegates.

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

1.11 **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.

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

- a.) utility companies, including electric, gas and cable;
- b.) pipeline companies.

1.13 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.

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

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

1.16 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.

1.17 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.) subject to Force Majeure (as defined in Section 1.18), failure by the DEVELOPER to timely construct the DEVELOPER IMPROVEMENTS according to the DEVELOPMENT PLANS.
- c.) subject to Force Majeure (as defined in Section 1.18), 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.

1.18 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.

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

- A. **AUTHORITY.** DEVELOPER has the unconditional right, power, legal capacity and authority to enter into and perform its obligations under this DEVELOPMENT CONTRACT.
- B. **NO DEFAULT.** DEVELOPER is not in default under any lease, contract or agreement to which it is a party or by which it is bound which would affect performance under this DEVELOPMENT CONTRACT. DEVELOPER is not a party to or bound by any mortgage, lien, lease, agreement, instrument, order, judgment or decree which would prohibit the execution or performance of this DEVELOPMENT CONTRACT by DEVELOPER or prohibit any of the transactions provided for in this DEVELOPMENT CONTRACT.
- C. **PRESENT COMPLIANCE WITH LAWS.** DEVELOPER has complied with and is not in violation of applicable federal, state or local statutes, laws, and regulations including, without limitation, permits and licenses, and any applicable environmental or other law, or regulation affecting the PLAT and the DEVELOPMENT PLANS and the DEVELOPER IMPROVEMENTS; and DEVELOPER is not aware of any pending or threatened claim of any such violation.
- D. **CONTINUING COMPLIANCE WITH LAWS.** DEVELOPER will comply with all applicable federal, state and local statutes, laws and regulations including, without limitation, permits and licenses and any applicable zoning, environmental or other law, ordinance or regulation affecting the PLAT and the DEVELOPMENT PLANS and the DEVELOPER IMPROVEMENTS.
- E. **NO LITIGATION.** There is no suit, action, arbitration or legal, administrative or other proceeding or governmental investigation pending, or threatened against or affecting DEVELOPER with respect to the PLAT or the DEVELOPMENT PLANS or the DEVELOPER IMPROVEMENTS. DEVELOPER is not in default with respect to any order, writ, injunction or decree of any federal, state, local or foreign court, department, agency or instrumentality.
- F. **FULL DISCLOSURE.** None of the representations and warranties made by

DEVELOPER or made in any exhibit hereto or memorandum or writing furnished or to be furnished by DEVELOPER or on its behalf contains or will contain any untrue statement of material fact or omit any material fact the omission of which would be misleading.

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

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

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

The warranty period for street, 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.

J. **FEE TITLE.** DEVELOPER owns fee title to the property within the PLAT.

1.20 **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.

1.21 **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 DEVELOPER:	U.S. Home Corporation c/o Lennar Attention: Jonathon Aune 16305 – 36 th Avenue N, Suite 600 Plymouth, MN 55446

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.

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 respective dates shown on Exhibit C, except for delays due to FORCE MAJEURE and, otherwise, 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 DEVELOPER agrees 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 13.

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 14 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.

DEVELOPER shall be responsible for installing marker posts at reasonable locations to define the boundary of the outlots. The markers provide identification for future land owners to know boundaries of the outlots. The final PUD plans must show the location of the marker posts. CITY will provide and install sign panels labeled "Protected Area" at the cost of DEVELOPER (See Exhibit E, Section 17).

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 13. The DEVELOPER shall be financially responsible for payment for this extra work.

DEVELOPER shall also comply with the erosion control requirements referenced in Section 10 of Exhibit E.

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, which approval shall not be unreasonably withheld, delayed or conditioned.

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 14 to withhold the release of any portion of the escrow amount resulting from work being performed without the opportunity for adequate CITY inspection.

8.4 FAITHFUL PERFORMANCE OF CONSTRUCTION CONTRACTS. The DEVELOPER shall fully and faithfully comply with all terms of any and all contracts entered into by the DEVELOPER for the installation and construction of all of the DEVELOPER PUBLIC IMPROVEMENTS; and the DEVELOPER shall obtain lien waivers. Within thirty (30) days after FORMAL NOTICE, or if not reasonably curable within thirty (30) days, then within such

additionally reasonable time to effect the cure, the DEVELOPER shall repair or replace, as directed by the CITY and at the DEVELOPER's sole cost and expense, any work or materials relating to DEVELOPER PUBLIC IMPROVEMENTS that within the warranty periods of Sections 1.20(H) become defective or damaged in the reasonable opinion of the CITY.

8.5 CITY ACCEPTANCE. The DEVELOPER shall give FORMAL NOTICE to the CITY within thirty (30) days once DEVELOPER PUBLIC IMPROVEMENTS have been completed in accord with this DEVELOPMENT CONTRACT and the DEVELOPMENT PLANS. The CITY shall then inspect the DEVELOPER PUBLIC IMPROVEMENTS and notify the DEVELOPER of any DEVELOPER PUBLIC IMPROVEMENTS that do not so conform. Upon compliance with this DEVELOPMENT CONTRACT and the DEVELOPMENT PLANS, the DEVELOPER PUBLIC IMPROVEMENTS shall become the property of the CITY upon FORMAL NOTICE of acceptance by the CITY. After acceptance, the DEVELOPER PUBLIC IMPROVEMENTS become the property of the CITY, and the DEVELOPER shall have no responsibility with respect to maintenance of the DEVELOPER PUBLIC IMPROVEMENTS except as provided in Sections 1.20 and 10.1 and except as provided in the *Storm Water Facilities Maintenance Agreement* relating to the PLAT and except as provided in the *Natural Area/Open Space And Undisturbed Natural Area/Open Space Easement Agreement* for the PLAT and except as provided in the *Street Light Agreement* for 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 13.

8.6 ENGINEERING SUBMITTALS / AS BUILT INFORMATION. One (1) copy (in AUTOCAD format), 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. If the record plans are not provided to the CITY within the 90 days, the CITY may have the work done and pay for it with the DEVELOPER'S sureties. In addition, final quantity tabulations shall be required, which must include the following items on the record plans:

1. Two ties to all curb boxes and 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. 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, side slopes and grade breaks to verify the volume of each pond. The as-built must also verify emergency overflow elevations and locations. This as-built plan shall be Certified as to general conformance with the City Approved grading plan by a Registered Engineer or Registered Land Surveyor and submitted in an electronic format (see item 12).
11. Copy of final plat shall be 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 emailed AUTOCAD .DWG or .DXF. As-built drawings shall also be scanned, stored and emailed as images in .TIFF or .PDF. All as-built drawings must be the approved plans modified to reflect as-built conditions Note: All corrected lines, 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.
13. Records identifying which parcels have in home pressure reducing valves to meet MDH requirements when the static water pressure exceeds 80psi.
14. GPS coordinates on all stormwater facilities and related appurtenances such as valves.

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 and shall be billed at normal CITY rates therefore. Bills not paid within thirty (30) days shall accrue interest at the rate of eight percent per year.

To keep track of expenses the DEVELOPER from time to time may request that the CITY provide an update on the current status of expenses. The CITY shall use reasonable efforts to respond to the DEVELOPER's requests and inquiries in this regard and provide a list of expenses that have been incurred for the time period ending 30 days prior to the DEVELOPER's request.

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 **CITY WARRANTIES**

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

ARTICLE 12 **INDEMNIFICATION OF CITY**

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

- a.) breach by the DEVELOPER of the DEVELOPER WARRANTIES;
- b.) if commenced, failure of the DEVELOPER to timely construct the DEVELOPER PUBLIC IMPROVEMENTS according to the

DEVELOPMENT PLANS;

- c.) failure by the DEVELOPER to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this DEVELOPMENT CONTRACT;
- d.) failure by the DEVELOPER to pay contractors, subcontractors, laborers, or materialmen;
- e.) failure by the DEVELOPER to pay for materials;
- f.) approval by the CITY of the PLAT;
- g.) approval by the CITY of the DEVELOPMENT PLANS;
- h.) failure to obtain the necessary permits and authorizations to construct the DEVELOPER IMPROVEMENTS;
- i.) if commenced, construction of the DEVELOPER IMPROVEMENTS;
- j.) delays in construction of the DEVELOPER PUBLIC IMPROVEMENTS;
- k.) all costs and liabilities arising because building permits were issued prior to the completion and acceptance of the DEVELOPER IMPROVEMENTS.

Notwithstanding anything contained in this Section 12.1 above, the DEVELOPER shall not be obligated to indemnify or defend the CITY from and against claims based on any negligence or willful misconduct by the CITY, its employees, agents or contractors, or the failure of the CITY to act in accordance with CITY ordinances and other applicable laws.

12.2 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 12.1, 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.

12.3 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 12.1 and 12.2 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 in its reasonable discretion; 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 13

CITY REMEDIES UPON DEVELOPER DEFAULT

13.1 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 14 or 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 hereby waives 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 hereby waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

13.2 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.

13.3 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.

13.4 EMERGENCY. Notwithstanding the requirement contained in Section 13.1 hereof relating to FORMAL NOTICE to the DEVELOPER in case of a DEVELOPER DEFAULT and notwithstanding the requirement contained in Section 13.1 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 hereby waives 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 hereby waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

ARTICLE 14 **ESCROW DEPOSIT**

14.1 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, 2021. 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 not earlier than December 31, 2021, 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 13.1 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, 2021.

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 14.2, 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 14.2 from time to time as financial obligations are paid.

14.2 ESCROW RELEASE AND ESCROW INCREASE; DEVELOPER IMPROVEMENTS. 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 1.19(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 an 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 which letter of credit or cash deposit may be issued either in the name of the DEVELOPER or its general contractor. 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 15 **MISCELLANEOUS**

15.1 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.

15.2 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, so long as the CITY shall have given DEVELOPER at least ten (10) days written notice thereof, 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 DEVELOPER hereby waives 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 DEVELOPER waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The DEVELOPER acknowledges that the benefit from the improvements equal or exceed the amount of the special assessments.

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

15.4 VALIDITY. If any portion, section, subsection, sentence, clause, section 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.

15.5 RECORDING. The DEVELOPMENT CONTRACT and PLAT shall be recorded with the COUNTY Recorder and the DEVELOPER shall provide and execute any and all documents necessary to implement the recording. The CITY shall provide to DEVELOPER, upon written request therefore, releases of lots within the PLAT from the lien of this DEVELOPMENT CONTRACT as to lots for which the CITY has issued occupancy permits to or for the third party home purchasers.

15.6 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 DEVELOPER. This DEVELOPMENT CONTRACT shall also run with and be binding upon any after acquired interest of the DEVELOPER in the land made the subject of the PLAT.

15.7 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.

15.8 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.

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

15.10 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.

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

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

15.13 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.

CITY hereby grants to DEVELOPER, its agents, employees, officers, and contractors a license to enter Outlots A, B, C, D, E, and F, Windwood 2nd Addition to perform construction of DEVELOPER IMPROVEMENTS pursuant to 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:

Michelle Tesser, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 14th day of August, 2017, before me a Notary Public within and for said County, personally appeared George Tourville and Michelle Tesser, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and 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 City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

**DEVELOPER
U.S. HOME CORPORATION**

By: _____
Jonathon Aune
Its: Vice President

STATE OF MINNESOTA)
)
COUNTY OF _____) ss.

On this _____ day of _____, 2017, before me a Notary Public within and for said County, personally appeared Jonathon Aune, to me personally known, who being by me duly sworn, did say that he is the Vice President of U.S. Home Corporation, a Delaware corporation, and that the foregoing instrument was executed on behalf of U.S. Home Corporation by authority of the Board of Directors of U.S. Home Corporation.

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 WINDWOOD 2ND ADDITION

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

Lots 1 through 6, Block 1, Windwood 2nd Addition, Dakota County, Minnesota

Lots 1 through 12, Block 2, Windwood 2nd Addition, Dakota County, Minnesota

Lots 1 through 5, Block 3, Windwood 2nd Addition, Dakota County, Minnesota

Lots 1 through 3, Block 4, Windwood 2nd Addition, Dakota County, Minnesota

Lots 1 through 11, Block 5, Windwood 2nd Addition, Dakota County, Minnesota

Lots 1 through 7, Block 6, Windwood 2nd Addition, Dakota County, Minnesota

Outlots A, B, C, D, E and F, Windwood 2nd Addition, Dakota County, Minnesota.

according to the plat thereof on file and of record in the office of the Dakota County Recorder, State of Minnesota.

EXHIBIT B

LIST OF DEVELOPMENT PLANS

PLAN	DATE OF PLAN PREPARATION	PREPARED BY
Cover Sheet (1 of 20)		Pioneer Engineering
Legend Sheet (2 of 20)		Pioneer Engineering
Sanitary Sewer & Watermain (3 of 20)		Pioneer Engineering
Sanitary Sewer & Watermain (4 of 20)		Pioneer Engineering
Sanitary Sewer & Watermain (5 of 20)		Pioneer Engineering
Sanitary Sewer & Watermain (6 of 20)		Pioneer Engineering
Storm Sewer (7 of 20)		Pioneer Engineering
Storm Sewer (8 of 20)		Pioneer Engineering
Storm Sewer (9 of 20)		Pioneer Engineering
Drain tile Plan (10 of 20)		Pioneer Engineering
Street Construction (11 of 20)		Pioneer Engineering

Street Construction (12 of 20)	Pioneer Engineering
Street Construction (13 of 20)	Pioneer Engineering
Utility Details (14 of 20)	Pioneer Engineering
Utility Details (15 of 20)	Pioneer Engineering
Storm Details (16 of 20)	Pioneer Engineering
Storm Details (17 of 20)	Pioneer Engineering
Street Details (18 of 20)	Pioneer Engineering
Street Details (19 of 20)	Pioneer Engineering
Street Details (20 of 20)	Pioneer Engineering
Grading Plan (G1 of G5)	Pioneer Engineering
Erosion Control Plan (G2 of G5)	Pioneer Engineering
Seeding Plan (G3 of G5)	Pioneer Engineering
Grading Details (G4 of G5)	Pioneer Engineering
Grading Details (G5 of G5)	Pioneer Engineering

The above-listed Development Plans were approved by the City Engineer on _____, 2017.

The Development Plans also include compliance by the Developer with those conditions set forth in the following correspondences relating to the plat of Windwood 2nd Addition (the “City Engineer Memos”):

1. Memo to City Planner Allan Hunting from City Engineer Tom Kaldunski dated March 16, 2016;
2. Memo to City Planner Allan Hunting from City Engineer Tom Kaldunski dated July 5, 2017;
3. Memo to City Engineer Tom Kaldunski from Greg Fransen at Barr Engineering dated July 13, 2017; and
4. Barr Engineering review letter on erosion control dated July 17, 2017.

The City Engineer Memos are on file with the City.

The Development Plans also include modifications of the above referenced Development Plans as approved from time to time by the City Engineer.

EXHIBIT C
DEVELOPER IMPROVEMENTS

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

<u>CHECKED</u>	<u>COMPLETION DATE</u>	<u>IMPROVEMENT</u>
X	prior to obtaining a building permit or December 31, 2018 whichever occurs first	general site grading, drainage and erosion control
X PUBLIC	prior to obtaining a building permit or December 31, 2018, whichever occurs first	utilities (sanitary sewer and water lateral and trunk lines)
X	prior to obtaining a building permit or December 31, 2018, whichever occurs first	sanitary sewer and water service lines
X PUBLIC	prior to obtaining a building permit or December 31, 2018, whichever occurs first	gravel base for streets
X PUBLIC	prior to obtaining a building permit or December 31, 2018, whichever occurs first	base bituminous course for streets and street lights
X	prior to obtaining a building permit or December 31, 2018, whichever occurs first	Storm Water Facilities (water quality treatment basin located within Outlot B, Windwood 2 nd Addition and infiltration basin Located within Outot B, Windwood 2 nd Addition) constructed to a functional level approved by the City Engineer

X	See paragraph 15 of Exhibit E	Storm Water Facilities constructed (raingardens or biofiltration facilities)
X PUBLIC	December 31, 2019	Final completion of Public (City) Storm Water Facilities (water quality treatment basin located within Outlot B, Windwood 2 nd Addition and infiltration basin located within Outot B, Windwood 2 nd Addition)
X	prior to issuing certificate of occupancy for the individual subject lot	lot landscaping **
X PUBLIC	See Section 4.4	street signage
X PUBLIC	December 31, 2019	final wear course of bituminous for City streets
X PUBLIC	December 31, 2019	sidewalks

The CITY's Director of Public Works may extend the dates contained in this Exhibit C.

** Lot landscaping must be completed prior to issuance of a certificate of occupancy for the individual subject lot; provided, however, if the request for the 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 will issue a temporary certificate of occupancy and the DEVELOPER is required to complete the landscaping no later than the following June 15th.

EXHIBIT D
CITY IMPROVEMENTS

The CITY is not required to construct 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 must execute this DEVELOPMENT CONTRACT.
 - b.) DEVELOPER must provide cash deposit for the engineering escrow amount stated in Exhibit F of this DEVELOPMENT CONTRACT.
 - c.) DEVELOPER must provide the irrevocable letter of credit or cash deposit for the amount stated in Exhibit F of this DEVELOPMENT CONTRACT.
 - d.) DEVELOPER must provide to the CITY the sealcoating payment of \$9,500 with regard to the street in the DEVELOPER IMPROVEMENTS as required under Section 12 of Exhibit E.
 - e.) 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. DEVELOPER must further escrow with the CITY an amount reasonably determined by the CITY for future planning and engineering review fees and for reasonable legal fees, all at normal CITY rates therefore, 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.
 - f.) DEVELOPER must provide title evidence in the form of a title insurance policy that shows that the DEVELOPER owns the property within the PLAT. With respect to the Outlots, the title insurance policy must list the City as an insured and must specifically show that the DEVELOPER owns Outlots A, B, C, D, E and F, Windwood 2nd Addition in fee title and that such outlots are not subject to any mortgage, lien or other encumbrance.
 - g.) DEVELOPER must execute and deliver the documents listed in Section 13 of this Exhibit E. The form of the documents shall be subject to the approval of the City Attorney.
 - h.) DEVELOPER must pay the connection fees referenced in Section 6 of this Exhibit E.
 - i.) DEVELOPER must pay \$1,480 towards the NWA Environmental Studies Fee pursuant to City Code Section 10-3-8C.

- j.) DEVELOPER must pay \$1,500 for the computerized water model for drinking water system as referenced in Section 20 of this Exhibit E.
 - k.) DEVELOPER must pay \$3,500 for storm water model updating by Barr Engineering as referenced in Section 21 of this Exhibit E.
 - l.) DEVELOPER must pay \$26,000 for the engineering consultant services provided by Barr Engineering related to the stormwater facilities.
 - m.) DEVELOPER must pay the park dedication fee referenced in paragraph 5 of this Exhibit E.
 - n.) DEVELOPER must pay 40% of the costs related to the emergency overflow storm sewer from Blackstone Ridge through Windwood 2nd Addition per paragraph 14 of this Exhibit E.
 - o.) DEVELOPER must pay \$99,600 for the tree preservation shortage pursuant to paragraph 26 of this Exhibit E.
- 2.) **BUILDING PERMITS FOR LOTS.** Prior to December 31, 2018, or prior to issuance of a building permit for any lot in the PLAT, whichever occurs first, the following conditions must be met in accordance with the DEVELOPMENT PLANS:
- a.) All the conditions in Section 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 Section 18 of this Exhibit E have been recorded and the DEVELOPER has provided evidence to the CITY of such recording.
 - d.) The Storm Water Facilities (water quality treatment basin within Outlot B, Windwood 2nd Addition and infiltration basin within Outlot B, Windwood 2nd Addition) must be constructed to a functional level reasonably approved by the City Engineer.
 - e.) General site, grading, drainage and erosion control must be completed.
 - f.) Utilities (sanitary sewer and water lateral and trunk lines must be installed.
 - g.) Sanitary sewer and water service lines must be installed.
 - h.) Gravel base for the streets must be installed.

- i.) Base course bituminous for the streets and the street lights must be installed.
 - j.) The DEVELOPER must show evidence that the lots within the PLAT (except for Outlots A, B, C, D, E, and F Windwood 2nd Addition) have been added to the homeowner association documents required by Section 12 of this Exhibit E.
- 3.) **CERTIFICATE OF OCCUPANCY.** Prior to December 31, 2019, or prior to the issuance of any certificate of occupancy for any lot in the PLAT, whichever occurs first, the following conditions must be satisfied in accordance with the DEVELOPMENT PLANS:
- a.) All the conditions listed in Sections 1 and 2 of this Exhibit E must be satisfied.
 - b.) The Storm Water Facilities (water quality treatment basin within Outlot B, Windwood 2nd Addition and infiltration basin within Outlot B, Windwood 2nd Addition) must be completed and approved by the City Engineer.
 - c.) Lot landscaping must be completed for the individual lot affected by the landscaping; provided, however, if the request for the certificate of occupancy is made in the months of October through May 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 30th.
 - d.) The final wear course of bituminous for the streets must be installed; however, the final wear course of bituminous for the streets may be required to be installed earlier or later as approved by the City Engineer.
 - e.) The sidewalks must be constructed.
- 4.) **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.
- 5.) **PARK CONTRIBUTION FEE.** The park contribution fee is based on a per lot amount of \$2,850, multiplied by the number of lots in the PLAT. There are 44 lots and as a result, the park contribution is \$125,400 (44 lots multiplied by \$2,850 per unit). The park contribution

fee of \$125,400 must be paid before the CITY signs the PLAT.

- 6.) **NORTHWEST AREA UTILITY PLAT CONNECTION FEES FOR UNITS BEING PLATTED.** DEVELOPER shall pay the CITY utility plat connection fees consisting of a sanitary sewer connection fee, a water connection fee and a storm water utility connection fee according to the formulas adopted by CITY ordinance.

DEVELOPER shall also pay the CITY the utility building permit connection fees consisting of a sewer connection fee, sewer core connection fee, water connection fee, water treatment plant fee and water core connection fee according to the formulas adopted by CITY ordinance.

The utility plat connection fees associated with the PLAT are as follows:

Northwest Area Fees		Sanitary Sewer Connection	Water Connection	Storm Water Utility Connection	Total
Plat Fees	Connection	\$69,120	\$42,120	\$226,440	\$337,680

The DEVELOPER and CITY understand and agree that the water plat connection fee is subject to the credit under Section 8 of this Exhibit E.

The DEVELOPER and CITY understand and agree that the plat connection fees are payable at the time the CITY executes the PLAT.

The utility connection fees associated with obtaining a building permit are as follows:

- Sewer connection fee
- Sewer core connection fee
- Water connection fee
- Water treatment plant fee
- Water core connection fee

The DEVELOPER understands and agrees that the DEVELOPER is responsible to pay the CITY for the per lot building permit connection fees at the time of building permit. Payment shall be made on a per lot basis as a building permit is obtained for each lot.

The parties understand and agree that the above-stated Northwest Area Building Permit Connection Fees associated with the building permits for sewer connection fee, sewer core connection fee, water connection fee, water treatment plant fee and water core connection fee 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 subject to Section 8 below.

Section 6 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:

- M.C.E.S. SAC Unit Fee

- 7.) **PAYMENT FOR SEALCOATING.** The CITY agrees to sealcoat the bituminous pavement within the plat of Windwood 2nd 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. 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 agrees that the sealcoating benefits the plat of Windwood 2nd Addition.

- 8.) **TREE PRESERVATION.** All tree preservation requirements and conditions in connection with the PLAT imposed by the CITY COUNCIL as part of plat approval must be met by the DEVELOPER. Also see paragraph 26 of this Exhibit E.
- 9.) **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 will be determined by the local electric company. DEVELOPER shall enter into a Street Light Agreement for the plat of Windwood 2nd Addition.

DEVELOPER shall pay for the energy costs for all the street lights in the PLAT through the date of December 31, 2021. Thereafter, the energy costs for the street lights shall be paid by the owners of the buildable lots within the PLAT.

The lots in the PLAT shall initially be charged a street light fee of \$4.00 per quarter. After December 31, 2021, the Council has the authority to adjust this fee from time to time to reflect additional increases in electricity costs and administrative costs.

- 10.) **LOT EROSION CONTROL REQUIREMENTS.** Any construction of residences on the lots within the PLAT shall comply with the following (Erosion Control Forms):
- a. Erosion Control for Residential Lots dated February 2015 and identified as Plate No. EC-01;

- b. Silt Fence dated April 2011 and identified as Plate No. EC-02;
- c. Rock Construction Entrance dated April 2011 and identified as Plate No. EC-03;
- d. Storm Sewer Inlet Protection dated April 2011 and identified as Plate No. EC-04;
- e. Sediment Log Installation dated March 2015 and identified as Plate No. EC-07.

The Erosion Control Forms are on file with the CITY. The DEVELOPER must make the builder aware of the above identified Erosion Control Forms and must provide a copy of the above-described Erosion Control Forms to the builder. The builder must execute the Notice of Erosion Control Requirement for Construction (on file with the CITY) when a building permit is obtained.

- 11.) **CONVEYANCE OF OUTLOTS:** At the time the PLAT is recorded, the DEVELOPER shall convey or cause to be conveyed to the CITY the following Outlots:

Outlots A, B, C, D, E, and F, Windwood 2nd Addition.

Conveyance of the Outlots shall be by Warranty Deed.

Outlots A, B, C, D, E, and F, Windwood 2nd Addition shall be free and clear of any mortgages and liens. Developer shall pay the real estate taxes for such Outlots for the year in which the Outlots are conveyed to the CITY.

- 12.) **HOMEOWNERS ASSOCIATION.** A condition of approval of building permit is that the DEVELOPER add all of the lots within the plat of Windwood 2nd Addition to the existing Settler's Ridge Single Family Homeowners Association, except for Outlots A, B, C, D, E, and F Windwood 2nd Addition, which will be conveyed to and owned by the CITY. The documents prepared by the DEVELOPER in connection with the addition of the lots within the plat of Windwood 2nd Addition to the Settler's Ridge Single Family Homeowners Association must be approved by the CITY prior to the issuance of a building permit for any home in Windwood 2nd Addition, which approval shall not unreasonably be withheld, delayed or conditioned.

- 13.) **AGREEMENTS.** The DEVELOPER must comply with the following requirements and execute the agreements set forth below:

- a. DEVELOPER must execute this DEVELOPMENT CONTRACT for the PLAT.

The above-listed agreement must be executed at the time the PLAT is recorded and must be recorded with the PLAT.

- b. By Warranty Deed, DEVELOPER must convey Outlots A, B, C, D, E and F, Windwood 2nd Addition to the CITY at the time the PLAT is recorded.
- c. DEVELOPER must execute a Storm Water Facilities Maintenance Agreement for the PLAT.

The above-listed agreement must be executed at the time the PLAT is recorded and must be recorded with the PLAT.

- d. DEVELOPER 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.

- e. DEVELOPER must execute a Street Light Agreement for the PLAT.

The above-listed agreement must be executed at the time the PLAT is recorded and must be recorded with the PLAT.

- f. DEVELOPER must obtain approval from the CITY and must add the lots within the PLAT to the recorded homeowner association documents referenced in Section 12 of this Exhibit E.

- g. DEVELOPER must execute a Natural Area/Open Space And Undisturbed Natural Area/Open Space Easement Agreement for the PLAT.

The above-listed agreement must be executed at the time the PLAT is recorded and must be recorded before the recording of the Warranty Deed conveying Outlots A, B, C, D, E and F, Windwood 2nd Addition to the City.

- h. DEVELOPER must execute the following two (2) Warranty Deeds conveying to the CITY all rights of vehicular access, including ingress and egress as follows:

- To and from 65th Street West from and to:
 - Lots 1 through 6, inclusive, Block 1, Windwood 2nd Addition, Dakota County, Minnesota;
 - Lot 1, Block 5, Windwood 2nd Addition, Windwood 2nd Addition, Dakota County, Minnesota.
- To and from 67th Street West from and to:
 - Lots 1 through 3, inclusive, Block 4, Windwood 2nd Addition, Dakota County, Minnesota;
 - Lot 7, Block 6, Windwood 2nd Addition, Dakota County, Minnesota.

The above-listed two (2) deeds must be executed at the time the PLAT is recorded and must be recorded with the PLAT.

- i. DEVELOPER must execute a Agreement Relating to Waiver of Assessments

for the PLAT.

The above-listed agreement must be executed at the time the PLAT is recorded and must be recorded with the PLAT.

- j. DEVELOPER must execute a temporary construction easement and right of entry pursuant to paragraph 27 of this Exhibit E.

The above-listed temporary construction easement and right of entry must be executed at the time the PLAT is recorded and must be recorded with the PLAT.

- k. DEVELOPER must execute six (6) separate Restrictive Use Easement Agreements for the following lots within the PLAT:

- Lot 1, Block 5, Windwood 2nd Addition
- Lot 3, Block 3, Windwood 2nd Addition
- Lot 3, Block 4, Windwood 2nd Addition
- Lot 6, Block 1, Windwood 2nd Addition
- Lot 6, Block 2, Windwood 2nd Addition
- Lot 7, Block 6, Windwood 2nd Addition

The above-listed agreements must be executed at the time the PLAT is recorded and must be recorded with the PLAT.

The agreements and documents listed in this Section 13 (a) through (k), inclusive, must be recorded prior to any mortgage relating to any lots in the PLAT.

- 14.) **EMERGENCY OVERFLOW PIPE FROM EA-011 TO EP-025(C)(F).** In connection with the development of the Plat of Blackstone Ridge, the CITY required an 18" emergency overflow pipe from a basin identified as EA-011 to a basin identified as EP-025(C)(F). EA-011 is located partially on the Plat of Blackstone Ridge and partially on the Plat of Windwood 2nd Addition. Approximately 60% of EA-011 lies within the Plat of Blackstone Ridge and approximately 40% of EA-011 lies within the Plat of Windwood 2nd Addition. With respect to the CITY's installation of the emergency overflow pipe from EA-011 to EP-025(C)(F), the Developer of Blackstone Ridge made a cash contribution to the CITY for the installation of the emergency overflow pipe in the amount of \$23,872 (or 60% of the cost). The DEVELOPER of the Plat of Windwood 2nd Addition is responsible to make a cash contribution to the City in the amount of \$15,914 (or 40% of the cost). The cash contribution shall be paid by the DEVELOPER at the time the PLAT is released.

- 15.) **RAINGARDENS.** DEVELOPER is constructing raingardens on the following lots within the PLAT:

- a. Lots 7, 8, 9, 10, and 11, Block 2, Windwood 2nd Addition;

- b. Lots 1 and 2, Block 3, Windwood 2nd Addition;
- c. Lots 4 and 5, Block 3, Windwood 2nd Addition;
- d. Lots 1, 2, 3, and 4, Block 5, Windwood 2nd Addition;
- e. Lots 6, 7, and 8, Block 5, Windwood 2nd Addition;

With respect to the raingarden lots in Block 2, Windwood 2nd Addition, the raingardens on such lots must be completed before the last certificate of occupancy is issued by the CITY for those raingarden lots in Block 2.

With respect to the raingarden lots in Block 3, Windwood 2nd Addition, the raingardens on such lots must be completed before the last certificate of occupancy is issued by the CITY for those raingarden lots in Block 3.

With respect to the raingarden lots in Block 5, Windwood 2nd Addition, the raingardens on such lots must be completed before the last certificate of occupancy is issued by the CITY for those raingarden lots in Block 5.

- 16.) **MODEL HOMES / SALES HOMES.** The DEVELOPER intends to construct model homes on _____. The lots must first be approved by the City Planner, the Chief Building Official and the Public Works Department. Before use of the model homes by the public, the DEVELOPER shall install gravel drives for access to the lots and the gravel drives 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.
- 17.) **OUTLOT MARKER POSTS.** DEVELOPER shall be responsible for installing marker posts at reasonable locations to define the boundary of the outlots. The markers provide identification for future land owners to know boundaries of the outlots. The final PUD plans must show the location of the marker posts. CITY will provide and install sign panels labeled "Protected Area" at the cost of DEVELOPER.
- 18.) **CONSENT REQUIREMENTS.** DEVELOPER agrees that the following elements of the Planned Unit Development within the PLAT shall not be altered, changed or removed from the DEVELOPMENT PLANS 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

- 19.) **FUTURE 65TH STREET WEST.** With regard to the future city collector street of 65th

Street West affecting the plat of Windwood 2nd Addition, the DEVELOPER shall provide the following:

10 feet of right of way dedication for 65th Street West along the north boundary of the PLAT.

Also see paragraphs 25 and 27 of this Exhibit E.

- 20.) **WATER MODELING.** As a result of the PLAT, the CITY incurred the expense of a computerized water model for drinking water system. At the time the PLAT is signed, the DEVELOPER shall pay the CITY an amount not to exceed \$1,500 (to reimburse the CITY for this expense.
- 21.) **STORM WATER MODEL UPDATING.** As a result of the PLAT, the CITY incurred the expense of a storm water model updating by Barr Engineering. At the time the PLAT is signed, the DEVELOPER shall pay the CITY the sum of \$3,500 to reimburse the CITY for this expense.
- 22.) **PAYMENT FOR UTILITY AND STREET EXTENSIONS.** There are streets in the PLAT that abut property not owned or controlled by the DEVELOPER. The DEVELOPER has to leave unbuilt a portion of the utilities and street adjoining the abutting parcels. The CITY wants to assure that this portion is either built or that the CITY has funds available to build this segment if and when the adjoining land is platted and developed.

Therefore, at the time the PLAT is signed, DEVELOPER shall pay in escrow to the CITY the sum of \$_____ to compensate the CITY for utility and street extensions with respect to the segment of the utilities and street within the PLAT that will not be extended until a future date when the abutting property adjacent to the PLAT is developed; provided, however, this escrow deposit does not need to be made if the Developer commits on the Development Plans to extend the utilities into the abutting property adjacent to the PLAT.

With regard to the escrowed sum, no interest shall be paid on the escrowed amount. If the utilities and street are extended to the boundaries of the PLAT at the time the utilities and street are installed, then after completion of the utility and street extensions and acceptance of the improvements by the CITY, the escrowed sum relating to the utility and street extensions that is completed shall be paid to the DEVELOPER. On the other hand, if the utility and street extensions are not made, the CITY shall keep the escrowed sum and the CITY will then at a later date complete the utility and street extensions. The DEVELOPER has no claim to the escrowed sum that is kept by the CITY.

- 23.) **PEDESTRIAN TRAILS.** To the extent any trail areas lie outside of outlots or outside of street right-of-way, the DEVELOPER will grant to the CITY an assignable pedestrian trail easement for the segment outside of outlots or outside of street right-of-way.
- 24.) **DENSITY SHORTAGE.** The PLAT has a designation under the Comprehensive Plan of

LDR – NWAPUD. As a result of this designation, the DEVELOPER must pay to the CITY the difference between (a) the Northwest Area utility connection fees (including those usually payable at time of plat, as well as building permit issuance) and the hook-up fees (including the water connection and sewer connection fee) that would have been payable for the densities shown for the PLAT in the City's financial and connection fee information prepared by Ehlers & Associates (and amended from time to time) for the Northwest Area and (b) the Northwest Area utility connection fees and hook up fees that will be collected for the PLAT per the actual density at which the property within the PLAT develops. The difference is referred to as the "Shortage Amount". In the resolution approving the preliminary plat, the Council, as a condition of plat approval, required that the Shortage Amount be paid. Subject to the credit hereafter referenced, the Shortage Amount is in the amount of \$468,050.

City ordinances require the DEVELOPER to dedicate 20% of net developable area as open space. The CITY is willing to grant a credit against the Shortage Amount for the amount of dedicated open space above 25% of net developable area. The CITY encourages a balance of open space and development density and is willing in this particular instance to recognize as a credit the open space above 25% of the net developable area. With regard to the PLAT, the DEVELOPER is conveying open space above 25% of net developable area. The open space area above 25% of net developable area is 0.62 acres. For purposes of the credit, that acreage is being valued at \$116,963 per acre. This equates to a credit of \$72,520 (rounded up from \$72,517.06).

The Shortage Amount, as adjusted for the credit, is the amount of \$395,530. DEVELOPER agrees that at the time of building permit issuance for a lot, when the utility building permit connection fees are paid, the DEVELOPER shall at that time pay the additional sum of \$8,989 (rounded up from \$8,989.32) to meet the obligation for payment of the Shortage Amount with respect to that particular lot. The payment of \$8,989 is in addition to the utility building permit connection fees and in addition to the other hook-up fees that are required at the time of building permit issuance and in addition to the M.C.E.S. SAC Unit Fee.

- 25.) **65TH STREET WEST PROJECT ASSESSMENTS.** The CITY contemplates that it will construct City Project No. 2015-03 – 65th Street West Construction [between T.H. 3 and Argenta Trail] (the "Project") in the future. The Project abuts the PLAT on the north side of the PLAT. The CITY contemplates that the financing plan for the Project will involve special assessments to benefitted properties under Minnesota Statutes Chapter 429. Pursuant to Minnesota Statutes § 462.3531, DEVELOPER agrees to execute and record against the 44 buildable lots in the PLAT an Agreement Relating to Waiver of Assessments. Under such agreement, the DEVELOPER agrees to waive any assessment appeals under Minnesota Statutes § 429.081 up to an assessed amount of \$5,273 (rounded up from \$5,272.73) per lot. If the special assessment does not exceed \$5,273 per lot, the DEVELOPER may not appeal the assessment. If the assessment is more than \$5,273 per lot, the DEVELOPER waives any appeal with respect to the amount up to \$5,273 but

reserves the right to appeal any amount above \$5,273. The form of the Agreement Relating to Waiver of Assessments shall be subject to approval of the City Attorney. The agreement shall be recorded with the PLAT.

- 26.) **TREE REPLACEMENT SHORTAGE.** The DEVELOPER'S tree preservation plan is short 332 trees (830 caliper inches). CITY has calculated a total fee based on the average price per tree provided by the DEVELOPER. The average price per tree is \$300 per tree for 332 trees for a total of \$99,600. Based on the CITY's calculation, DEVELOPER owes the CITY \$99,600 at the time the PLAT is released. In order to comply with tree preservation requirements, DEVELOPER must pay the CITY \$99,600 at the time the CITY executes the PLAT and the PLAT is then released for recording.

- 27.) **COORDINATION WITH RESPECT TO 65TH STREET WEST CONSTRUCTION.** With respect to the grading plan for the PLAT, the DEVELOPER shall not grade or fill the right-of-way on 65th Street West unless the development plan has been approved by the City Engineer and unless the fill meets a standard of compacted fill as required by the City Engineer.

With respect to the grading plan for the PLAT, the DEVELOPER shall not grade or fill the sloped area supporting the 65th Street West right-of-way unless the development plan has been approved by the City Engineer and unless the fill meets a standard as required by the City Engineer.

DEVELOPER shall grant the CITY a temporary construction easement and right of entry to allow the CITY to slope and grade the lots adjoining 65th Street West. The duration of the temporary easement shall be until 65th Street West is constructed and open for public vehicular traffic. The temporary easement and right of entry shall be delivered to the City at the time the PLAT is recorded and the documents shall be recorded with the PLAT.

EXHIBIT F
ESCROW CALCULATION
FOR DEVELOPER IMPROVEMENTS

1.)	Site Grading, Drainage and Erosion Control	\$610,915
2.)	Sanitary Sewer	\$150,700
3.)	Watermain	\$157,720
4.)	Storm Sewer	\$175,925
5.)	Storm Water Facilities (grading included in item 1 above)	\$27,370
6.)	Street Construction (does not include concrete driveway ramps)	\$367,025
7.)	Street Lights	\$60,000
8.)	Construction debris clean up	\$15,000
9.)	Certified As-Builts	\$20,000
10.)	Landscaping	\$90,000
SUBTOTAL		\$1,674,655
Multiplied by		<u>1.25</u>
TOTAL ESCROW:		\$2,093,319 say \$2,095,000

EXHIBIT F
ESCROW CALCULATION
(Continued)

In addition to the Escrow Amount for Developer Improvements set forth above, the Developer shall also deposit the following amounts in cash with the City (hereafter “**Engineering Escrow Amount**”) contemporaneously with execution of this Development Contract:

- \$88,000 City fees for inspection and engineering services (44 lots x \$2,000 per lot)
- \$1,500 Water model charges
- \$3,500 Storm water model update
- \$26,000 Barr Engineering services on stormwater management and erosion control

\$119,000	TOTAL (DEVELOPER responsibility)
------------------	---

The Engineering Escrow Amount shall be used to pay the City for engineering inspection, engineering consultant fees, attorney’s expenses, staff review time, assurance for sediment/erosion control compliance and maintenance requirements at the City’s standard rates charged for such tasks.

Subject to the following section, upon satisfactory completion of the Developer Improvements, the City shall return to the Developer any remaining portion of the Engineering Escrow Amount not otherwise previously charged the Developer.

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 and plat landscaping on the PLAT in the event such problems and deficiencies arise after the City has accepted the Developer Improvements. The City may use the Escrow Retainage to correct any such deficiencies or problems or to protect against further deficiencies or problems.

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

- a.) all of the lawn or vegetative cover has been established to the reasonable satisfaction of the City with respect to the raingardens and infiltration basins in the plat of Windwood 2nd Addition.

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 \$119,000 referenced above, the Developer is responsible for payment of such excess within thirty (30) days after billing by the City.

The City is not required to pay any interest on the Engineering Escrow Amount.

STORMWATER FACILITIES MAINTENANCE AGREEMENT
FOR THE PLAT OF WINDWOOD 2nd ADDITION
CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

THIS STORM WATER FACILITIES MAINTENANCE AGREEMENT (Agreement) is made, entered into and effective this 14th day of August, 2017, by and among the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as “City”) and U.S. Home Corporation, a Delaware corporation (hereafter referred to as “Landowner”) and Settler’s Ridge Single Family Homeowners Association, a Minnesota non-profit corporation (hereafter referred to as “Association”). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

ARTICLE 1
DEFINITIONS

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

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

1.3 Landowner. Landowner means U.S. Home Corporation, a Delaware corporation, and its successors and assigns.

1.4 Association. Association means Settler’s Ridge Single Family Homeowners Association, a Minnesota non-profit corporation and its successors and assigns.

1.5 Storm Water Facilities. Storm Water Facilities means each and all of the following, individually and collectively located on the Storm Water Facilities Lots:

The raingardens lying within the Raingarden Lots within the plat of Windwood 2nd Addition, Dakota County, Minnesota;

AND

The water quality treatment basin lying within Outlot B, Windwood 2nd Addition, Dakota County, Minnesota,

AND

The infiltration basin lying within Outlot B, Windwood 2nd Addition, Dakota County, Minnesota.

1.6 Responsible Party. Responsible Party means the following:

- a. From the date hereof through December 31, 2019, the Responsible Party is Landowner and its successors and assigns.
- b. From and after January 1, 2020, the Responsible Party is the Association and its successors and assigns.

1.7 Residential Lots. Residential Lots means individually and collectively all of the lots described on the attached **Exhibit A**.

1.8 Residential Owners. Residential Owners means the fee title owners of the Residential Lots.

1.9 Raingarden Lots. Raingarden Lots means the following lots within the plat of Windwood 2nd Addition on which the Storm Water Facilities exist:

- a. Raingarden on Lots 7, 8, 9, 10, and 11, Block 2, Windwood 2nd Addition;
- b. Raingarden on Lots 1 and 2, Block 3, Windwood 2nd Addition;
- c. Raingarden on Lots 4 and 5, Block 3, Windwood 2nd Addition;
- d. Raingarden on Lots 1, 2, 3, and 4, Block 5, Windwood 2nd Addition;
- e. Raingarden on Lots 6, 7, and 8, Block 5, Windwood 2nd Addition;
- f. Raingarden on Outlot F, Windwood 2nd Addition.

1.10 Raingarden Lot Owners. Raingarden Lot Owners means the fee title owners of the Raingarden Lots, except for the owner of Outlot F, Windwood 2nd Addition. The City owns Outlot F, Windwood 2nd Addition.

1.11 Stormwater Facility Plan. “Stormwater Facility Plan” means collectively the Grading Plan (G1 of G5), Erosion Control Plan (G2 of G5), Seeding Plan (G3 of G5), Grading Details (G4 of G5), Grading Details (G5 of G5), Drintile Plan (Sheet 10 of 20), Utility Details (Sheets 14 and 15 of 20), Storm Details (Sheets 16 and 17 of 20) prepared by Pioneer Engineering and approved by the City Engineer on July ____, 2017; which includes the “Exhibit B Final Operations and Maintenance Plan” approved by the City Engineer and any amendments relating thereto approved by the City.

The Storm Water Facility Plan also includes modifications of the above referenced

Stormwater Facility Plan as approved from time to time by the City Engineer.

1.12 NWA Stormwater Manual. “NWA Stormwater Manual” means the Inver Grove Heights Northwest Area Stormwater Manual prepared by Emmons & Olivier Resources dated July 2006, and as adopted by the City of Inver Grove Heights and codified in Section 10-13J-5 (H) of the Inver Grove Heights City Code, as amended from time to time by amendment of general applicability.

1.13 Development Contract. “Development Contract” means that certain contract between Landowner and City dated August 14, 2017.

ARTICLE 2 **RECITALS**

Recital No. 1. Landowner owns the Residential Lots, including the Raingarden Lots, except for the owner of Outlot F, Windwood 2nd Addition. The City owns Outlot F, Windwood 2nd Addition.

Recital No. 2. The Storm Water Facilities benefit and will serve the Residential Lots.

Recital No. 3. Landowner will be conveying or caused to be conveyed Outlots A, B, C, D, E and F, Windwood 2nd Addition to the City.

Recital No. 4. The City is willing to allow the plat of Windwood 2nd Addition to be recorded if Landowner complies with the requirements contained in Exhibit E of the Development Contract, of even date herewith between the City and Landowner, and if Landowner and the Association execute this Storm Water Facilities Maintenance Agreement.

Recital No. 5. The Residential Owners will be members of the Association.

Recital No. 6. By this Agreement the parties seek to:

- a.) impose upon the Responsible Party the responsibility of maintaining the Storm Water Facilities, notwithstanding the fact that the Storm Water Facilities may exist within easements dedicated or granted to the City and the public; and
- b.) provide a mechanism where the City may charge-back to the Residential Lots any maintenance work that the City performs with respect to the Storm Water Facilities in the event the Responsible Party fails to perform its obligations to maintain the Storm Water Facilities.

Recital No. 7. Because Landowner currently owns all the Residential Lots, Landowner is currently the only Residential Owner. Because Landowner currently owns all the Raingarden Lots, Landowner is currently the only Raingarden Lot Owner.

ARTICLE 3 **RESPONSIBILITY FOR MAINTENANCE**

3.1 Construction of Stormwater Facilities. Landowner agrees that the Stormwater Facilities shall be constructed and installed in accordance with the Stormwater Facility Plan at the sole expense of Landowner at a location and in a configuration as approved by the City pursuant to the Development Contract.

3.2 Maintenance of Stormwater Facilities. Responsible Party is obligated at its expense to perpetually maintain the Stormwater Facilities (including the raingarden on Outlot F, Windwood 2nd Addition) in accordance with the Standard of Maintenance set forth in Section 3.4 hereof. The Responsible Party shall not modify, alter, remove, eliminate or obstruct the Stormwater Facilities for as long as the Stormwater Facilities exist. The Responsible Party shall also insure that the Stormwater Facilities always remain in compliance with the Stormwater Facility Plan. The responsibility of the Responsible Party for maintaining the Stormwater Facilities exists even though the event or omission which caused the need for maintenance of the Stormwater Facilities may arise on property outside of the plat of Windwood 2nd Addition.

3.3 Maintenance of Regional Basins by City. Responsible Party is not obligated to maintain the following regional basins within the Plat of Windwood 2nd Addition:

- a. Regional Basin EA-011 located within Outlot D, Windwood 2nd Addition;
- b. Regional Basin EP-025C located within Outlot B, Windwood 2nd Addition.

The City is obligated to maintain the regional basins identified above in this Section 3.3.

3.4 Standard of Maintenance. The Responsible Party must meet the Standard of Maintenance set forth in this Section 3.4.

The Standard of Maintenance shall comply with all of the following:

- a.) The Standard of Maintenance shall comply with the standards contained in Title 9, Chapter 5 of the Inver Grove Heights City Code (as amended from time to time, by amendment of general applicability);
- b.) The Standard of Maintenance shall comply with the stormwater maintenance standards and bio-retention standards and requirements as set forth in the **NWA Stormwater Manual** (as amended from time to time, by amendment of general applicability). The NWA Stormwater Manual is on file with the City's Director of Public Works;
- c.) The Standard of Maintenance shall comply with the City approved Operations & Maintenance Plan hereafter referenced;
- d.) The Standard of Maintenance shall comply with the Watershed Management Plan of the Watershed Management Organization for the Watershed District within which the plat of Blackstone Ponds is located.
- e.) The Standard of Maintenance shall include but not be limited to each of the following:

- i. The Responsible Party shall monitor the Stormwater Facilities and shall as soon as possible correct any malfunction or deficiency in the operation of such structure so as to ensure that the structure operates in conformance with the design parameters.
- ii. Responsible Party must comply with Section IV of the NWA Stormwater Manual which outlines the requirements for the operations and maintenance of Long Term Best Management Practices (BMP's) for stormwater facilities. The City has prepared an Operations & Maintenance Plan to show how the Responsible Party must operate and maintain Long Term Best Management Practices for the Stormwater Facilities attached hereto as **Exhibit B**. The Operations & Maintenance Plan attached hereto as Exhibit B has been approved by the City. The Responsible Party and the successors and assigns thereof shall be responsible for following the Operations & Maintenance Plan. The Operations & Maintenance Plan shall be on file with the City's Director of Public Works.
- iii. The Operations & Maintenance Plan shall contain the following information:
 - a. Detailed inspection requirements;
 - b. Inspection and maintenance schedules;
 - c. Contact information for the Responsible Party;
 - d. As built plans of the Stormwater Facilities;
 - e. A letter of compliance from the designer after construction of the Stormwater Facilities is completed;
 - f. The requirement for an annual report to the City to demonstrate that post construction maintenance is being accomplished per the Operations & Maintenance Plan;
 - g. The GPS coordinates for the Stormwater Facilities shall be provided to the City after construction is completed. Stormwater Facilities smaller than 200 square feet can be located with one GPS coordinate. Stormwater Facilities larger than 200 square feet shall have outlet coordinates and the corners of the Stormwater Facilities located by GPS. The GPS readings shall be provided to the City before the Stormwater Facilities are covered.

If the Stormwater Facility Plan is inconsistent with the Standard of Maintenance or if components within the Standard of Maintenance are inconsistent with other components within the Standard of Maintenance, then that provision, term or component which imposes a greater and more demanding obligation shall prevail.

On December 31 of each year, the Responsible Party shall submit to the City an annual report that identifies all of the tests, inspections, corrective measures and other activities conducted by the Responsible Party under the Operations & Maintenance Plan for the preceding year. The annual report shall also identify any conditions of non-compliance with the Standard of

Maintenance during the preceding year and the annual report shall address how the conditions of non-compliance were cured. The annual report shall also include the information shown on the form attached hereto as **Exhibit C**.

3.5 Notice of Non-Compliance with Section 3.2 and 3.4; Cure Period. If the City's Director of Public Works ("DPW") determines, at his reasonable discretion, that the Responsible Party has not complied with the Standard of Maintenance, the DPW shall provide written notice to the Responsible Party of such failure to comply with the Standard of Maintenance. This notice shall specify that the Responsible Party will have thirty (30) days to comply with the Standard of Maintenance, unless thirty (30) days is not practicable for the Responsible Party to cure the default, in which case the Responsible Party shall be given a reasonable time, as reasonably determined by the DPW, to cure the default provided the Responsible Party has commenced a suitable cure within the initial thirty (30) days. Notwithstanding the requirement contained in this Section relating to written notice and opportunity of the Responsible Party to comply with the Standard of Maintenance, in the event of an emergency as reasonably determined by the DPW, the City may perform the work to be performed by the Responsible Party without giving any notice to the Responsible Party Maintenance. If the City performs emergency service work, the Responsible Party and the City shall follow those procedures set forth in Sections 3.6 and 3.7 with respect to the billing, collection and/or tax certification of such costs.

3.6 Payment of Costs Incurred by City. If the Responsible Party fails to comply with the Standard of Maintenance within thirty (30) days after delivery of the written notice, or in the case of an emergency situation as reasonably determined by the DPW, the City may perform those tasks necessary for compliance and the City shall have the right of access to the areas where the Stormwater Facilities are located to perform such work. The City shall charge all costs incurred by the City to perform the tasks necessary for compliance to the Responsible Party.

The amount of costs charged by the City to the Responsible Party shall be the usual and customary amounts charged by the City given the task, work, or improvement performed by the City to ensure compliance with the Standard of Maintenance. The Responsible Party shall make payment directly to the City within thirty (30) days after invoicing ("Due Date") by the City. Bills not paid by the Due Date shall incur the standard penalty and interest established by the City for utility billings within the City.

3.7 Certification of Costs Payable With Taxes; Special Assessments. If payment is not made under Section 3.6 by the Responsible Party, the City may certify to Dakota County the amounts due as payable for the Residential Lots in the next calendar year; such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills. The amount due shall be allocated equally among the Residential Lots. The Responsible Party and the Residential Owners waive any and all procedural and substantive objections to the imposition of such usual and customary charges on the Residential Lots.

Further, as an alternate means of collection, if the written billing is not paid by the Responsible Party, the City, without notice and without hearing, may specially assess the Residential Lots for the costs and expenses incurred by the City. The Responsible Party and the Residential Owners hereby waive any and all procedural and substantive objections to special assessments for the maintenance costs including, but not limited to, notice and hearing

requirements and any claims that the charges or special assessments exceed the benefit to the Residential Lots. The Responsible Party and Residential Owners waive any appeal rights otherwise available pursuant to Minnesota Statutes § 429.081. The Responsible Party and Residential Owners acknowledge that the benefit from the performance of maintenance tasks by the City to ensure compliance with the Standard of Maintenance equals or exceeds the amount of the charges and assessments for the maintenance costs that are being imposed hereunder upon the Residential Lots.

3.8 Obligation For Maintenance Notwithstanding Public Easement. The Responsible Party agrees that its obligations relating to maintenance of the Stormwater Facilities exist notwithstanding the fact that the Stormwater Facilities may be located in whole or in part within public easements.

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

Landowner and Association hereby grant to the City a temporary right and license to access and enter the lands on which the Storm Water Facilities exist for the purpose of performing maintenance of the Storm Water Facilities for the duration of the performance of the maintenance.

The Residential Owners and the Raingarden Lot Owners hereby grant to the Association and to the City a temporary right and license to access and enter the Raingarden Lots for the purpose of performing maintenance of the Storm Water Facilities for the duration of the performance of the maintenance.

The City hereby grants to the Association a temporary right and license to access and enter Outlots A, B, C, D, E and F, Windwood 2nd Addition for the purpose of performing maintenance of the Storm Water Facilities for the duration of the performance of the maintenance.

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

- a.) failure by the Responsible Party to observe or perform any covenant, conditions, obligation or agreement on their part to be observed or performed under this Agreement and failure to cure the same within any applicable cure period;
- b.) failure by the Responsible Party to pay contractors, subcontractors, laborers, or material men;
- c.) failure by the Responsible Party to pay for any materials that may be used by the Responsible Party to maintain the Stormwater Facilities; and

- d.) any act or negligence of the Responsible Party, its agents, employees or contractors in connection with construction of the Stormwater Facilities.

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

ARTICLE 4 **CITY'S COVENANTS**

4.1 Approval of Development Plans. The City agrees that if Landowner and Association execute this Stormwater Facilities Maintenance Agreement and if the other conditions set forth in the Development Contract between Landowner and City are met, the City will approve the Development Plans as defined in the Development Contract for the plat of Windwood 2nd Addition.

ARTICLE 5 **MISCELLANEOUS**

5.1 Binding Agreement. The parties mutually recognize and agree that all terms and conditions of this recordable Agreement shall run with the Residential Lots, the Raingarden Lots and Outlots A, B, C, D, E and F, Windwood 2nd Addition, Dakota County, Minnesota and shall be binding upon the parties and the successors and assigns of the parties to this Agreement. This Agreement shall also be binding on and apply to any title, right and interest of Landowner in the Residential Lots acquired by Landowner after the execution date of this Agreement or after the recording date of this Agreement.

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

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

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

5.5 Consent. Landowner, City and Association consent to the recording of this Agreement.

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

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

If to Landowner: U.S. Home Corporation
 c/o Lennar
 Attention: Jonathon Aune
 16305 – 36th Avenue N, Suite 600
 Plymouth, MN 55446

If to Association: Settler's Ridge Single Family Homeowners Association
 Attention: Carole Toohey, President
 16305 – 36th Avenue N, Suite 600
 Plymouth, MN 55446

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

IN WITNESS WHEREOF Landowner, Association and City have entered into this Stormwater Facilities Maintenance Agreement on the day and year first stated above.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Michelle Tesser, City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 14th day of August, 2017, before me a Notary Public within and for said County, personally appeared George Tourville and Michelle Tesser to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and 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 City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

LANDOWNER:
U.S. HOME CORPORATION

By: _____
Jonathon Aune
Its: Vice President

STATE OF MINNESOTA)
)
COUNTY OF _____) ss.

On this _____ day of _____, 2017, before me a Notary Public within and for said County, personally appeared Jonathon Aune, to me personally known, who being by me duly sworn, did say that he is the Vice President of U.S. Home Corporation, a Delaware corporation, and that the foregoing instrument was executed on behalf of U.S. Home Corporation by authority of the Board of Directors of U.S. Home Corporation.

Notary Public

**ASSOCIATION:
SETTLER'S RIDGE SINGLE FAMILY HOMEOWNERS ASSOCIATION**

By: _____
Carole Toohey
Its President

STATE OF MINNESOTA)
)
COUNTY OF _____) ss.

On this ____ day of _____, 2017, before me a Notary Public within and for said County, personally appeared Carole Toohey, to me personally known, who being by me duly sworn, did say that she is the President of Settler's Ridge Single Family Homeowners Association, a Minnesota non-profit corporation, and that the foregoing instrument was executed on behalf of Settler's Ridge Single Family Homeowners Association by authority of the Board of Directors of said non-profit corporation.

Notary Public

THIS INSTRUMENT DRAFTED BY:

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

**AFTER RECORDING PLEASE
RETURN TO:**

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

EXHIBIT A
LEGAL DESCRIPTION OF RESIDENTIAL LOTS

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

Lots 1 through 6, Block 1, Windwood 2nd Addition, Dakota County, Minnesota

Lots 1 through 12, Block 2, Windwood 2nd Addition, Dakota County, Minnesota

Lots 1 through 5, Block 3, Windwood 2nd Addition, Dakota County, Minnesota

Lots 1 through 3, Block 4, Windwood 2nd Addition, Dakota County, Minnesota

Lots 1 through 11, Block 5, Windwood 2nd Addition, Dakota County, Minnesota

Lots 1 through 7, Block 6, Windwood 2nd Addition, Dakota County, Minnesota

according to the plat thereof on file and of record in the office of the Dakota County Recorder, State of Minnesota.

EXHIBIT B
OPERATIONS & MAINTENANCE PLAN

Maintenance of the storm water facilities shall be performed as outlined in Table 1.1 below to ensure a health and functioning storm water facility conforming to the intend of the original design parameters. Maintenance shall be completed annually by September 10th. An Annual inspection report shall be submitted to the City Engineering Division by December 31 of each year to demonstrate that post-construction maintenance is being accomplished per this Operations and Maintenance plan.

TABLE 1.1 – MAINTENANCE ACTIVITIES

Maintenance Activity	Frequency	Procedure	Maintenance Done By
1. Sediment, trash and debris removal from inlet, outlets, pipes and structures.	Annually in spring and fall as needed.	Remove trash and/or debris. Pruning and weeding, mow filter strip.	As shown on SWMFA List
2. Sediment, trash and debris removal from bio-filtration basin and swale.	Annually in spring and fall as needed.	Remove sediment and restore bio-filtration basin and swale to capacity.	As shown on SWMFA List
3. Erosion repair and vegetation replacement.	Annually in spring and fall as needed.	Repair eroded areas and re-seed, re-sod, re-plant and mulch as necessary and remove dry, dead or severely diseased vegetation.	As shown on SWMFA List
4. Mulch replacement.	Every 2 to 3 years or as needed to maintain 3" to 4" depth.	If applicable, add shredded hardwood mulch.	As shown on SWMFA List
5. Watering.	As needed.	Provide 1 inch of water when plants show signs of stress.	As shown on SWMFA List
6. Vegetation replacement and weeding.	Annually in spring and fall.	Replace dead vegetation and remove evasive or unwanted plants.	As shown on SWMFA List
7. Clean/fix structural components.	As needed per inspection.	Dependent on the type of damage; repair components per manufacturer's recommendations.	As shown on SWMFA List
8. Replacement of the bio-retention device.	Bio-retention device failure.	The owner shall notify the City and make repairs within 60 days, unless otherwise approved by the City Engineer.	As shown on SWMFA List

EXHIBIT C
ANNUAL INSPECTION FORM

CITY OF INVER GROVE HEIGHTS NPDES INSPECTION PROGRAM									
STRUCTURE ID:			INSPECTION DATE/TIME:				INSPECTOR(S):		
LOCATION:						POND ID:			
EASEMENT									
ACCESSIBLE		Y N							
STRUCTURES IN ESMT.		Y N		DESCRIPTION					
TREES IN ESMT.		Y N		LARGEST DIAMETER (INCHES)					
STRUCTURE		FES PIPE		CB		SPCD		OTHER	
ATTRIBUTES		TRASH GUARD		WEIR		SURGE BASIN		OTHER NONE	
CONDITION*		ACCEPTABLE		MINOR MAINTENANCE		MAJOR MAINTENANCE		INACCESSIBLE	
END SECTION EROSION		Y N							
FLOW CONDITION		FLOW PRESENT		NO FLOW		SUBMERGED			
COMMENTS									
VEGETATION/DEBRIS		WEEDS, ETC.		BRUSH, TREES, ETC.		GARBAGE/DEBRIS		NONE	
RESTRICTING FLOW		Y N							
COMMENTS									
SEDIMENT									
CONDITION**		NONE		MINOR MAINTENANCE		MAJOR MAINTENANCE			
COMMENTS									
RIP RAP		PRESENT:		Y N					
CONDITION**		OK		MINOR MAINTENANCE		MAJOR MAINTENANCE			
COMMENTS									
ILLCIT DISCHARGE		DATE OF LAST RAINFALL EVENT:							
ODOR		Y N		COMMENTS:					
COLOR		Y N		COMMENTS:					
FLOATABLES IN DISCHARGES		Y N		COMMENTS:					
STAINS/DEPOSITS IN STRUCT.		Y N		COMMENTS:					
MAINTENANCE PERFORMED:									
SIGNED:						DATE:			

* Minor Maintenance: i.e. regrout joint, repair trash guard; Major Maintenance: structure separating(ed) from pipe
 ** Minor Maintenance: repair can be done by City crews, Major Maintenance: heavy equip. is needed

RESIDENTIAL STREET LIGHT AGREEMENT FOR
PLAT OF WINDWOOD 2ND ADDITION
DAKOTA COUNTY, MINNESOTA

THIS RESIDENTIAL STREET LIGHT AGREEMENT FOR WINDWOOD 2ND ADDITION (Agreement) is made this 14th day of August, 2017, by and between U.S. Home Corporation, a Delaware corporation, hereinafter referred to as “Landowner” and the City of Inver Grove Heights, a municipal corporation organized under the laws of the State of Minnesota, hereinafter referred to as the “City”. Based on the recitals, covenants, agreements, warranties and representations hereafter made and for and in good and valuable consideration received by the parties, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby declare, state and agree:

ARTICLE 1
TERMS

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

1.2 City. “City” means the City of Inver Grove Heights, a Minnesota municipal corporation.

1.3 Landowner. “Landowner” means U.S. Home Corporation, a Delaware corporation, the current fee title owner of the Residential Lots, and its successors and assigns.

1.4 Residential Lots. “Residential Lots” means the lots described on the attached **Exhibit A**. The Residential Lots are located in the City of Inver Grove Heights, Dakota County, Minnesota within the recorded plat of Windwood 2nd Addition.

1.5 Residential Owners. Residential Owners means the fee title owners of the Residential Lots.

1.6 Street Lights. Street Lights means all the existing or future street lights installed on the public right-of-way within the plat of Windwood 2nd Addition.

ARTICLE 2

RESIDENTIAL OWNER OBLIGATIONS

2.1 Street Light Plan Must Be Approved. Landowner agrees that a Street Light Plan shall be approved by the Director of Public Works before the installation of any Street Lights. The current Street Light Plan shall show the design, type, size and location of all Street Lights to be located within and along the public right-of-way in the plat of Windwood 2nd Addition.

2.2 Installation of Street Lights. Landowner, at its own expense, shall install the Street Lights as provided in the Street Light Plan for Windwood 2nd Addition. The Street Lights for Windwood 2nd Addition shall be installed no later than the time that the public streets within the plat of Windwood 2nd Addition are constructed.

2.3 Payment of Energy Costs for First Three Years. Before recording of the plat of Windwood 2nd Addition, Landowner shall prepay the City for the energy costs of the Street Lights for the three (3) calendar years of 2019, 2020 and 2021 by paying the City the amount of \$150.00 per Street Light per year.

2.4 Responsibility of Residential Owners. Beginning with calendar year 2022, and continuing thereafter, the Residential Owners shall be responsible for payment of the maintenance, repair, replacement and energy costs of the Street Lights.

The City will invoice such Residential Owners on a quarterly basis; such invoice will be shown as part of the utility billing that is sent quarterly to the Residential Owners. The total cost for maintenance, repair, replacement and energy expenses for the Street Lights shall be evenly allocated among the Residential Lots.

The Residential Owners shall make payment directly to the City within thirty (30) days after the sending of the invoice. If payment is not made, the City may certify to Dakota County the amounts due as payable with real estate taxes in the next calendar year for the Residential Lot owned by the Residential Owner who has not paid the City; the parties agree that such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills.

The Residential Owners and their successors and assigns thereof waive any and all procedural and substantive objections to the imposition of such charges on the respective Residential Lots. Further, the Residential Owners and their successors and assigns thereof hereby waive any and all procedural and substantive objections to special assessments for the costs of the Street Lights including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Residential Lots. The Residential Owners and their successors and assigns waive any appeal rights otherwise available pursuant to Minnesota Statutes § 429.081. The Residential Owners and their successors and assigns acknowledge that the benefit from the Street Lights equal or exceed the amount of the charges and assessments for the maintenance, repair, replacement and energy costs that are being

imposed under this Agreement.

The Residential Owners agree that the standard of maintenance shall conform to the same standards that the City's Director of Public Works utilizes for other street lights that the City maintains, as those standards are from time to time amended.

The Residential Owners agree that the obligation to pay for the maintenance of the Street Lights exists notwithstanding the fact that the Street Lights may lie within the public road right-of-way in the plat of Windwood 2nd Addition.

2.5 Warranty of Ownership. Landowner owns all the Residential Lots.

ARTICLE 3 **CITY'S COVENANTS**

3.1 Allowing Plat To Be Recorded. The City agrees that if the conditions set forth in the Development Contract between the parties of even date herewith are met, the City will allow the plat of Windwood 2nd Addition to be recorded with the Dakota County Recorder. One requirement in the Development Contract is that the Landowner enter into this Residential Street Light Agreement. By execution of this Agreement, that condition has been met.

ARTICLE 4 **MISCELLANEOUS**

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

4.2 Recording. Landowner shall record this Agreement with the Dakota County Recorder after the plat of Windwood 2nd Addition is recorded, and Landowner shall present evidence to the City that this Agreement has been recorded.

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

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

waiving of any of its obligations under this Agreement.

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

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

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

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

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IN WITNESS WHEREOF, Landowner and City have executed this Residential Street Light Agreement as of the day and year aforementioned.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Michelle Tesser, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 14th day of August, 2017, before me a Notary Public within and for said County, personally appeared George Tourville and Michelle Tesser to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and 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 City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

LANDOWNER:
U.S. HOME CORPORATION

By: _____
Jonathon Aune
Its: Vice President

STATE OF MINNESOTA)
)
COUNTY OF _____) ss.

On this _____ day of _____, 2017, before me a Notary Public within and for said County, personally appeared Jonathon Aune, to me personally known, who being by me duly sworn, did say that he is the Vice President of U.S. Home Corporation, a Delaware corporation, and that the foregoing instrument was executed on behalf of U.S. Home Corporation by authority of the Board of Directors of U.S. Home Corporation.

Notary Public

This instrument was drafted by:
Timothy J. Kuntz
LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, Minnesota 55075
(651)451-1831

After recording, please return to:
Timothy J. Kuntz
LeVander, Gillen & Miller
633 South Concord Street, Suite 400
South St. Paul, Minnesota 55075
(651)451-1831

EXHIBIT A
LEGAL DESCRIPTION OF RESIDENTIAL LOTS

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

Lots 1 through 6, Block 1, Windwood 2nd Addition, Dakota County, Minnesota

Lots 1 through 12, Block 2, Windwood 2nd Addition, Dakota County, Minnesota

Lots 1 through 5, Block 3, Windwood 2nd Addition, Dakota County, Minnesota

Lots 1 through 3, Block 4, Windwood 2nd Addition, Dakota County, Minnesota

Lots 1 through 11, Block 5, Windwood 2nd Addition, Dakota County, Minnesota

Lots 1 through 7, Block 6, Windwood 2nd Addition, Dakota County, Minnesota

according to the plat thereof on file and of record in the office of the Dakota County Recorder, State of Minnesota.

NATURAL AREA/OPEN SPACE
AND
UNDISTURBED NATURAL AREA/OPEN SPACE
EASEMENT AGREEMENT
FOR PLAT OF WINDWOOD 2ND ADDITION

THIS NATURAL AREA/OPEN SPACE AND UNDISTURBED NATURAL AREA/OPEN SPACE EASEMENT AGREEMENT ("Easement Agreement") is made this 14th day of August, 2017, by and among U.S. Home Corporation, a Delaware corporation, hereinafter referred to as "Grantor" and City of Inver Grove Heights, a Minnesota municipal corporation, hereinafter referred to as "City". Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

ARTICLE 1
TERMS

1.1 Terms. The following terms, unless elsewhere specifically defined herein, shall have the following meanings as set forth below. All other capitalized terms shall have the meaning given to them in the Development Contract.

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

1.3 Grantor. "Grantor" means U.S. Home Corporation, a Delaware corporation, and its successors and assigns.

1.4 Property. "Property" means the following property located in the City of Inver Grove Heights, Dakota County, Minnesota legally described as follows:

Outlots A, B, C, D, E and F Windwood 2nd Addition, according to the plat thereof on file and of record in the office of the Dakota County Recorder, Dakota County, Minnesota;

1.5 Natural Area/Open Space. "Natural Area/Open Space" means that portion of the Property legally described and depicted on the attached **Exhibit A**.

1.6 Undisturbed Natural Area/Open Space. “Undisturbed Natural Area/Open Space” means that portion of the Property legally described and depicted on the attached **Exhibit B**.

1.7 Formal Notice. “Formal Notice” means notice given by one party to the other if in writing and if and when delivered or tendered either in person or by depositing it in the United States mail in a sealed envelope, by certified mail, return receipt requested, with postage prepaid, addressed as follows:

If to City:

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

If to Grantor:

U.S. Home Corporation
c/o Lennar
Attention: Jonathon Aune
16305 – 36th Avenue N, Suite 600
Plymouth, MN 55446

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.

1.8 Development Contract. “Development Contract” means that certain Development Contract for the plat of Windwood 2nd Addition between City and Grantor dated August 14, 2017.

1.9 Easement Holder. “Easement Holder” means the holder and owner of the easement rights under this Easement Agreement.

ARTICLE 2
RECITALS

2.1 Grantor owns Outlots A, B, C, D, E and F, Windwood 2nd Addition.

2.2 Grantor will transfer Outlots A, B, C, D, E and F, Windwood 2nd Addition to the City.

2.3 Grantor has marketable fee title to Outlots A, B, C, D, E and F, Windwood 2nd Addition.

2.4 The parties wish to enter into an agreement which will grant to the City conservation and open space easement for conservation and preservation of the terrain and vegetation over the Natural Area/Open Space and Undisturbed Natural Area/Open Space.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is acknowledged, and in consideration of the agreements contained herein, it is agreed by the parties as follows:

ARTICLE 3
WARRANTIES AND REPRESENTATIONS OF GRANTOR

- 3.1** Grantor is the fee owner of Outlots A, B, C, D, E and F, Windwood 2nd Addition.
- 3.2** Grantor has marketable fee title to Outlots A, B, C, D, E and F, Windwood 2nd Addition.
- 3.3** Grantor is the fee title owner of the Natural Area/Open Space and Undisturbed Natural Area/Open Space contained within Outlots A, B, C, D, E and F, Windwood 2nd Addition.
- 3.4** With respect to the Natural Area/Open Space and Undisturbed Natural Area/Open Space, Grantor represents and warrants as follows:
- a.) That Grantor has not used, employed, deposited, stored, disposed of, placed or otherwise knowingly allowed to come in or on the Natural Area/Open Space and Undisturbed Natural Area/Open Space, any hazardous substance, hazardous waste, pollutant, or contaminant, including, but not limited to, those defined in or pursuant to 42 U.S.C. § 9601, et seq., or Minn. Stat., Sec. 115B.01, et seq. (such substances, wastes, pollutants, and contaminants hereafter referred to as "Hazardous Substances");
 - b.) That Grantor has not knowingly allowed any other person to use, employ, deposit, store, dispose of, place or otherwise have, in or on the Natural Area/Open Space and Undisturbed Natural Area/Open Space, any Hazardous Substances;
 - c.) To the best of Grantor's knowledge, no previous owner, occupant or possessor of the Natural Area/Open Space and Undisturbed Natural Area/Open Space, deposited, stored, disposed of, placed, or otherwise allowed in or on the Natural Area/Open Space and Undisturbed Natural Area/Open Space, any Hazardous Substances.

ARTICLE 4
GRANT OF PERPETUAL CONSERVATION AND OPEN SPACE EASEMENT OVER NATURAL AREA/OPEN SPACE

4.1 Grant of Perpetual Conservation and Open Space Easement over Natural Area/Open Space. Subject to the terms and conditions contained herein, Grantor hereby grants to the City, and its successor and assigns forever, a perpetual Conservation and Open Space Easement in, under, on, over and through the Natural Area/Open Space for conservation and

preservation of the terrain and vegetation, and to prohibit certain destructive acts in, under, on, over and through the Natural Area/Open Space. The City hereby accepts such easement.

4.2 Perpetual Duration. The duration of the Conservation and Open Space Easement with respect to the Natural Area/Open Space is perpetual.

4.3 Preservation Predominately in Undeveloped Condition. Except as otherwise stated in this Easement Agreement, the Natural Area/Open Space shall be preserved predominately as an undeveloped area and shall not be used in such a manner which would change or alter the undeveloped condition of the Natural Area/Open Space.

4.4 Restrictions. Except as necessary for grading, landscaping, and construction of streets, water, sanitary sewer, storm water, pedestrian trails and other utilities as described and depicted in the Development Plans in the Development Contract and except as otherwise stated in this Easement Agreement, the following terms, conditions, covenants and restrictions apply to the Natural Area/Open Space:

- a.) No structures, buildings or fences shall be constructed, erected, or placed upon, above or beneath the Natural Area/Open Space without the prior written consent of the City.
- b.) No vehicles or machinery shall be stored, placed upon, or parked on the Natural Area/Open Space without the prior written consent of the City.
- c.) No earth, loam, peat, gravel, soil or any other natural material or substance shall be moved to or removed from the Natural Area/Open Space without the prior written consent of the City. There shall be no dredging, drilling, mining of any nature whatsoever of the Natural Area/Open Space.
- d.) No soil, sand, gravel or other substance or material as landfill shall be placed, dumped or stored upon the Natural Area/Open Space without the prior written consent of the City. There shall be no waste, trash or garbage placed, dumped or stored upon the Natural Area/Open Space.
- e.) No trees, shrubs, or other vegetation shall be planted upon the Natural Area/Open Space and no trees, shrubs, or other vegetation shall be removed from the Natural Area/Open Space without the prior written consent of the City; provided, however, noxious weeds, junk, litter and diseased, dead and downed trees and trees that pose a danger to person and property may be removed without obtaining any consent from the City.
- f.) No change in the general topography or grade of the Natural Area/Open Space, including, but not limited to, excavation, dredging, movement, or removal or placement of soil, shall be allowed without the prior written consent of the City.

4.5 Exceptions To Restrictions. The following are exceptions to the restrictions set forth in Section 4.4:

- a.) Nothing contained herein shall impair any right of City or Grantor now held or hereafter acquired to construct or maintain private utilities within public drainage and utility easements or public utilities (including storm water facilities and irrigation systems that discharge storm water) within public drainage and utility easements to the extent depicted in the Development Plans that are also in or on the Natural Area/Open Space.
- b.) Nothing contained herein shall restrict the rights of the City to use the Natural Area/Open Space in the manner set forth in Article 8 hereof.
- c.) Within the Natural Area/Open Space, benches may be installed, grass and lawns may be planted and Easement Holder may mow the grass and lawns. Mowing may not occur within the Undisturbed Natural Area/Open Space except under Section 5.4(g).
- d.) Walking, hiking and pedestrian travel are permitted in the Natural Area/Open Space.
- e.) The Natural Area/Open Space may be used for passive or active recreation; provided however, if the Natural Area/Open Space is used for active recreation, the impervious cover shall not exceed 5% of the total required Natural Area/Open Space and Undisturbed Natural Area/Open Space.
- f.) Nothing contained herein shall prevent or restrict the right of the Grantor to construct, maintain and use a paved walking or hiker/biker path in or on the Natural Area/Open Space, provided the total impervious surface of which shall not be more than 5% of the total required Natural Area/Open Space.

4.6 Maintenance Obligations of Easement Holder. The following are the maintenance obligations of the Easement Holder with respect to the Natural Area/Open Space:

- a.) If the City determines that any tree(s), alive or dead, in the Natural Area/Open Space pose a potential danger, then upon request of the City the Easement Holder, at its own cost and expense, shall remove such tree(s).
- b.) The Easement Holder shall be responsible for removing noxious weeds, junk, litter and diseased, dead and downed trees from the Natural Area/Open Space.
- c.) The Easement Holder shall maintain the Natural Area/Open Space subject to the provisions stated herein.
- d.) The Easement Holder shall maintain and repair the Corner Posts referenced in Article 6 hereof and the Easement Holder shall not remove the Corner Posts. If the Corner Posts become dilapidated, the Easement Holder shall replace the Corner Posts.

ARTICLE 5
GRANT OF PERPETUAL CONSERVATION AND OPEN SPACE EASEMENT OVER
UNDISTURBED NATURAL AREA/OPEN SPACE

5.1 Grant of perpetual Conservation and Open Space Easement over Undisturbed Natural Area/Open Space. Subject to the terms and conditions contained herein, Grantor hereby grants to the City, and its successor and assigns forever, a perpetual Conservation and Open Space Easement in, under, on, over and through the Undisturbed Natural Area/Open Space for conservation and preservation of the terrain and vegetation, and to prohibit certain destructive acts in, under, on, over and through the Undisturbed Natural Area/Open Space. The City hereby accepts such easement.

5.2 Perpetual Duration. The duration of the Conservation and Open Space Easement with respect to the Undisturbed Natural Area/Open Space is perpetual.

5.3 Preservation Predominately in Undisturbed Natural Condition. Except as otherwise stated in this Easement Agreement, the Undisturbed Natural Area/Open Space shall be preserved predominately in its undisturbed natural condition and shall not be used in such a manner which would change or alter the undisturbed natural condition of the Undisturbed Natural Area/Open Space.

5.4 Restrictions. Except as necessary for grading, landscaping, and construction of streets, water, sanitary sewer, storm water, pedestrian trails and other utilities as described and depicted in the Development Plans in the Development Contract and except as otherwise stated in this Easement Agreement, the following terms, conditions, covenants and restrictions apply to the Undisturbed Natural Area/Open Space:

- a.) No structures, buildings or fences shall be constructed, erected, or placed upon, above or beneath the Undisturbed Natural Area/Open Space without the prior written consent of the City.
- b.) No vehicles, playground equipment, playground facilities or other equipment shall be stored, placed upon, or parked on the Undisturbed Natural Area/Open Space without the prior written consent of the City.
- c.) No earth, loam, peat, gravel, soil or any other natural material or substance shall be moved to or removed from the Undisturbed Natural Area/Open Space without the prior written consent of the City. There shall be no dredging, drilling, mining of any nature whatsoever of the Undisturbed Natural Area/Open Space.
- d.) No soil, sand, gravel or other substance or material as landfill shall be placed, dumped or stored upon the Undisturbed Natural Area/Open Space without the prior written consent of the City. There shall be no waste, trash or garbage placed, dumped or stored upon the Undisturbed Natural Area/Open Space.

- e.) No trees, shrubs, or other vegetation shall be planted upon the Undisturbed Natural Area/Open Space and no trees, shrubs, or other vegetation shall be removed from the Undisturbed Natural Area/Open Space without the prior written consent of the City; provided, however, noxious weeds, junk, litter and diseased, dead and downed trees and trees that pose a danger to person and property may be removed without obtaining any written consent from the City.
- f.) No change in the general topography or grade of the Undisturbed Natural Area/Open Space, including, but not limited to, excavation, dredging, movement, or removal or placement of soil, shall be allowed without the prior written consent of the City.
- g.) Except to remove noxious weeds, the areas within the Undisturbed Natural Area/Open Space shall not be mowed or cultivated without obtaining written consent from the City.

5.5 Exceptions To Restrictions. The following are exceptions to the restrictions set forth in Section 5.4:

- a.) Nothing contained herein shall impair any right of City or Grantor now held or hereafter acquired to construct or maintain public utilities (including storm water facilities and irrigation systems that discharge storm water) within public drainage and utility easements to the extent depicted in the Development Plans that are also in or on the Undisturbed Natural Area/Open Space.
- b.) Nothing contained herein shall prevent or restrict the right of the Grantor to construct, maintain and use a paved walking or hiker/biker path, in or on the Undisturbed Natural Area/Open Space, provided the total impervious surface of which shall not be more than 2% of the total required Natural Area/Open Space and Undisturbed Natural Area/Open Space.
- c.) Nothing contained herein shall restrict the rights of the City to use the Undisturbed Natural Area/Open Space in the manner set forth in Article 8 hereof.

5.6 Maintenance Obligations of Easement Holder. The following are the maintenance obligations of the Easement Holder with respect to the Undisturbed Natural Area/Open Space:

- a.) If the City determines that any tree(s), alive or dead, in the Undisturbed Natural Area/Open Space poses a potential danger, then upon request of the City the Easement Holder, at its own cost and expense, shall remove such tree(s).
- b.) The Easement Holder shall be responsible for removing noxious weeds, junk, litter and diseased trees from the Undisturbed Natural Area/Open Space.
- c.) The Easement Holder shall maintain the Undisturbed Natural Area/Open Space subject to the provisions stated herein.

- d.) The Easement Holder shall maintain and repair the Corner Posts referenced in Article 6 hereof and the Easement Holder shall not remove the Corner Posts. If the Corner Posts become dilapidated, the Easement Holder shall replace the Corner Posts.

ARTICLE 6

OTHER DUTIES AND OBLIGATIONS

6.1 Indemnification of City By Grantor. Grantor shall indemnify, defend, and hold the City harmless, against any and all loss, costs, damage and expense, including reasonable attorneys fees and costs, resulting from Grantor's breach of the warranties and representations in Section 3.4 hereof.

6.2 Indemnification of City By Easement Holder. If in the future the Easement Holder is a different entity than the City, then the Easement Holder shall indemnify, defend and hold the City, its Council, agents, employees, attorneys and representatives harmless against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries and deficiencies, including interest, penalties and reasonable attorneys' fees that the City incurs or suffers, which arise out of, result from or relate to the failure by the Easement Holders to observe or perform any covenant, condition, obligation or agreement on, its part to be observed or performed under this Easement Agreement.

6.3 Installation of Corner Posts. Before construction commences on the Property, the Grantor shall install silt fences around the boundaries of the Undisturbed Natural Area/Open Space. Before construction commences on the Property, Grantor shall install stakes to demarcate the boundaries of the Natural Area/Open Space.

Prior to any Certificate of Occupancy being issued for any lot in Windwood 2nd Addition, or prior to December 31, 2018, whichever occurs first, the Grantor, at its sole cost and expense, shall construct and install permanent four (4) inch by four (4) inch posts ("Corner Posts") at the boundaries of the Undisturbed Natural Area/Open Space. The exact location of the Corner Posts and the number of Corner Posts shall be determined by the City Planner. The Corner Posts may be metal stakes, if the types of metal stakes are approved by the City Planner.

The Easement Holder shall maintain the Corner Posts after installation.

ARTICLE 7

LICENSE TO ENTER

7.1 License to Enter. In the instance where the Easement Holder is a different entity than the City, and where the City is the fee owner of the Natural Area/Open Space and Undisturbed Natural Area/Open Space, the City hereby grants to the Easement Holder a temporary right and license to enter the Natural Area/Open Space and Undisturbed Natural Area/Open Space for the purpose of performing the maintenance obligations described herein relating to the Natural Area/Open Space and Undisturbed Natural Area/Open Space for the duration of the performance of the maintenance.

ARTICLE 8
CITY USE OF THE NATURAL AREA/OPEN SPACE AND
UNDISTURBED NATURAL AREA/OPEN SPACE

8.1 Other Rights of City. Notwithstanding anything to the contrary contained herein, the City, in its sole discretion, within the Natural Area/Open Space and Undisturbed Natural Area/Open Space may:

- a.) Install, construct and maintain improvements to assure the safe condition of the public utilities and storm water facilities solely within the drainage and utility easements located within the Natural Area/Open Space and Undisturbed Natural Area/Open Space; and
- b.) Install, construct and maintain public utilities and storm water facilities solely within drainage and utility easements located within the Natural Area/Open Space and Undisturbed Natural Area/Open Space.

ARTICLE 9
MISCELLANEOUS

9.1 Recording of Easement Agreement. Contemporaneous with the recording of the plat of Windwood 2nd Addition, this Easement Agreement shall be filed, at the Grantor's expense, with the Dakota County Recorder's Office.

9.2 No Third Party Recourse. Third parties shall have no recourse against the City or Grantor under this Easement Agreement.

9.3 Binding Agreement. The parties mutually recognize and agree that all terms and conditions of this recordable Easement Agreement shall run with the Property and Natural Area/Open Space and Undisturbed Natural Area/Open Space and shall be binding upon the parties and their heirs, successors, administrators and assigns of the parties.

The parties also agree that this Easement Agreement shall run with and be binding upon all after-acquired title of the Grantor with respect to the Property.

9.4 Amendment And Waiver. The parties hereto may by mutual written agreement amend this Easement Agreement in any respect. Any party hereto may extend the time for the performance of any of the obligations of another, waive any inaccuracies in representations by another contained in this Easement Agreement or in any document delivered pursuant hereto which inaccuracies would otherwise constitute a breach of this Easement Agreement, waive compliance by another with any of the covenants contained in this Easement Agreement and performance of any obligations by the other or waive the fulfillment of any condition that is precedent to the performance by the party so waiving of any of its obligations under this Easement Agreement.

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

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

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

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

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

IN WITNESS WHEREOF, City and Grantor have caused this Easement Agreement to be executed as of the day and year aforesaid.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Michelle Tesser, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 14th day of August, 2017, before me a Notary Public within and for said County, personally appeared George Tourville and Michelle Tesser to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and 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 City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

**GRANTOR:
U.S. HOME CORPORATION**

By: _____
Jonathon Aune
Its: Vice President

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2017, before me a Notary Public within and for said County, personally appeared Jonathon Aune, to me personally known, who being by me duly sworn, did say that he is the Vice President of U.S. Home Corporation, a Delaware corporation, and that the foregoing instrument was executed on behalf of U.S. Home Corporation by authority of the Board of Directors of U.S. Home Corporation.

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
NATURAL AREA/OPEN SPACE EASEMENT
LEGAL DESCRIPTION AND DEPICTION

[to be inserted]

EXHIBIT B
UNDISTURBED NATURAL AREA/OPEN SPACE EASEMENT
LEGAL DESCRIPTION AND DEPICTION

[to be inserted]

PUD ZONING ACKNOWLEDGMENT AGREEMENT
FOR THE PLAT OF WINDWOOD 2ND ADDITION,
DAKOTA COUNTY, MINNESOTA

THIS PUD ZONING ACKNOWLEDGMENT AGREEMENT (Agreement) is made this 14th day of August, 2017, between U.S. Home Corporation, a Delaware corporation (herein referred to as "Landowner") and the City of Inver Grove Heights, a municipal corporation organized under the laws of the State of Minnesota (hereinafter referred to as the "City").

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

NOW THEREFORE, the parties hereto state, acknowledge and agree that the property described on Exhibit A is subject to the terms and conditions of the City Ordinances relating to Planned Unit Developments, and subject to the Planned Unit Development Plans that have been approved by the City on August 14, 2017, listed on the attached Exhibit B (the Development Plans) and subject to any amendments thereto duly adopted by the City from time to time. To the extent there is any inconsistency between the approved Development Plans and the City Ordinance relating to Planned Unit Developments, the Development Plans shall supersede.

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

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

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

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

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Michelle Tesser, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 14th day of August, 2017, before me a Notary Public within and for said County, personally appeared George Tourville and Michelle Tesser to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and 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 City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

LANDOWNER:
U.S. HOME CORPORATION

By: _____
Jonathon Aune
Its: Vice President

STATE OF MINNESOTA)
)
COUNTY OF _____) ss.

On this _____ day of _____, 2017, before me a Notary Public within and for said County, personally appeared Jonathon Aune, to me personally known, who being by me duly sworn, did say that he is the Vice President of U.S. Home Corporation, a Delaware corporation, and that the foregoing instrument was executed on behalf of U.S. Home Corporation by authority of the Board of Directors of U.S. Home Corporation.

Notary Public

This Instrument Was Drafted By:

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

**After Recording Return This
Instrument To:**

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

EXHIBIT A
LEGAL DESCRIPTION

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

Lots 1 through 6, Block 1, Windwood 2nd Addition, Dakota County, Minnesota

Lots 1 through 12, Block 2, Windwood 2nd Addition, Dakota County, Minnesota

Lots 1 through 5, Block 3, Windwood 2nd Addition, Dakota County, Minnesota

Lots 1 through 3, Block 4, Windwood 2nd Addition, Dakota County, Minnesota

Lots 1 through 11, Block 5, Windwood 2nd Addition, Dakota County, Minnesota

Lots 1 through 7, Block 6, Windwood 2nd Addition, Dakota County, Minnesota

according to the plat thereof on file and of record in the office of the Dakota County Recorder, State of Minnesota.

EXHIBIT B
LIST OF APPROVED PUD DEVELOPMENT PLANS

PLAN	DATE OF PLAN PREPARATION	PREPARED BY
-------------	-------------------------------------	------------------------

WARRANTY DEED

Corporation, Partnership or Limited Liability Company
to Corporation, Partnership or Limited Liability Company

DEED TAX DUE: \$ 1.65

Date: August 14, 2017

FOR VALUABLE CONSIDERATION, U.S. Home Corporation, a corporation under laws of Delaware, ("Grantor"), hereby conveys and warrants to City of Inver Grove Heights, a municipal corporation under the laws of Minnesota, ("Grantee"), real property in Dakota County, Minnesota, legally described as follows:

Outlots A, B, C, D, E and F, Windwood 2nd Addition, according to the plat thereof on file and of record in the office of the County Recorder, Dakota County, Minnesota.

total consideration for this transfer is less than \$500.00.

together with all hereditaments and appurtenances belonging thereto, subject to the following exceptions: easements and restrictions of record, if any.

Check box if applicable:

☒ The Seller certifies that the Seller does not know of any wells on the described real property.

☐ A well disclosure certificate accompanies this document.

☐ I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

Grantor

U.S. Home Corporation

By: _____

Jonathon Aune

Its: Vice President

[illegible]

This instrument was acknowledged before me on _____, 2017, by Jonathon Aune, as Vice President of U.S. Home Corporation, a corporation under the laws of Delaware on behalf of the corporation.

NOTARIAL STAMP OR SEAL

SIGNATURE OF NOTARIAL OFFICER

Title (and Rank): Notary Public

My commission expires: _____

Check here if part or all of the land is Registered (Torrens) ☐

Tax Statements for real property described in this instrument
should be sent to: (include name and address of Grantee)

City of Inver Grove Heights
ATTN: Finance Director
8150 Barbara Avenue
Inver Grove Heights, MN 55077

This Instrument Was Drafted By:

Timothy J. Kuntz
LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, MN 55075
Ph: 651-451-1831 / Fax: 651-450-7384
#58993

WARRANTY DEED

Corporation, Partnership or Limited Liability Partnership
to Corporation, Partnership or Limited Liability Partnership

DEED TAX DUE: \$1.65

Date: August 14, 2017

FOR VALUABLE CONSIDERATION, U.S. Home Corporation, a corporation under the laws of the State of Delaware ("Grantor") hereby conveys and warrants to the **CITY OF INVER GROVE HEIGHTS**, a municipal corporation under the laws of Minnesota, ("Grantee"), real property in Dakota County, Minnesota, legally described as follows:

All rights of vehicular access, including ingress and egress, to and from 65th Street West from and to:

Lot 1, Block 1, Windwood 2nd Addition, Dakota County, Minnesota;
Lot 2, Block 1, Windwood 2nd Addition, Dakota County, Minnesota;
Lot 3, Block 1, Windwood 2nd Addition, Dakota County, Minnesota;
Lot 4, Block 1, Windwood 2nd Addition, Dakota County, Minnesota;
Lot 5, Block 1, Windwood 2nd Addition, Dakota County, Minnesota;
Lot 6, Block 1, Windwood 2nd Addition, Dakota County, Minnesota;
Lot 1, Block 5, Windwood 2nd Addition, Dakota County, Minnesota;

according to the plat on file and of record, except for access by trail maintenance vehicles.

Check box if applicable:

☒ The Seller certifies that the Seller does not know of any wells on the described real property.

☐ A well disclosure certificate accompanies this document.

☐ I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

Grantor

U.S. Home Corporation

By: _____

Jonathon Aune

Its: Vice President

COUNTY OF _____)

This instrument was acknowledged before me on _____, 2017, by Jonathon Aune, as Vice President of U.S. Home Corporation, a corporation under the laws of Delaware on behalf of the corporation.

Timothy J. Kuntz
LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, MN 55075
Ph: 651-451-1831 / Fax: 651-450-7384
#58993

WARRANTY DEED

Corporation, Partnership or Limited Liability Partnership
to Corporation, Partnership or Limited Liability Partnership

DEED TAX DUE: \$ 1.65

Date: August 14, 2017

FOR VALUABLE CONSIDERATION, **U.S. Home Corporation**, a corporation under the laws of the State of Delaware (“Grantor”) hereby conveys and warrants to the **CITY OF INVER GROVE HEIGHTS**, a municipal corporation under the laws of Minnesota, (“Grantee”), real property in Dakota County, Minnesota, legally described as follows:

All rights of vehicular access, including ingress and egress, to and from 67th Street from and to:

Lot 1, Block 4, Windwood 2nd Addition, Dakota County, Minnesota;
Lot 2, Block 4, Windwood 2nd Addition, Dakota County, Minnesota;
Lot 3, Block 4, Windwood 2nd Addition, Dakota County, Minnesota;
Lot 7, Block 6, Windwood 2nd Addition, Dakota County, Minnesota;

according to the plat on file and of record, except for access by trail maintenance vehicles.

Check box if applicable:

- ☒ The Seller certifies that the Seller does not know of any wells on the described real property.
- ☐ A well disclosure certificate accompanies this document.
- ☐ I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

Grantor

U.S. Home Corporation

By: _____
Jonathon Aune
Its: Vice President

STATE OF MINNESOTA)

) ss.

COUNTY OF _____)

This instrument was acknowledged before me on _____, 2017, by Jonathon Aune, as Vice President of U.S. Home Corporation, a corporation under the laws of Delaware on behalf of the corporation.

NOTARIAL STAMP OR SEAL

SIGNATURE OF NOTARIAL OFFICER

Title (and Rank): Notary Public

My commission expires: _____

Check here if part or all of the land is Registered (Torrens) ☐

Tax Statements for real property described in this instrument
should be sent to: (include name and address of Grantee)

U.S. Home Corporation
c/o Lennar
16305 – 36th Avenue N, Suite 600
Plymouth, MN 55446

This Instrument Was Drafted By:

Timothy J. Kuntz
LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, MN 55075
Ph: 651-451-1831 / Fax: 651-450-7384
#58993

**total consideration for this transfer is less than \$500.00.

TEMPORARY CONSTRUCTION, SLOPE AND GRADING EASEMENT

THIS TEMPORARY CONSTRUCTION, SLOPE AND GRADING EASEMENT AGREEMENT (Temporary Easement) is made, entered into and effective this 14th day of August, 2017, by and between the City of Inver Grove Heights, a Minnesota municipal corporation, hereinafter referred to as "City" and U.S. Home Corporation, a Delaware corporation (hereinafter referred to as "Landowner").

WITNESSETH:

For and in good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landowner does hereby grant and convey to the City, its successors and assigns, temporary easements for grading, sloping, re-contouring, filling, excavation, and construction purposes, over, across, and under certain land located in the City of Inver Grove Heights, Dakota County, Minnesota, described as follows, (hereinafter referred to as the Temporary Easement Area):

A temporary easement for grading, sloping, re-contouring, filling, excavation and construction purposes, over, across and under Temporary Easement Area No. 1 and Temporary Easement Area No. 2 (collectively the Temporary Easement Areas) described and depicted on the attached **Exhibit A** which exhibit is hereby incorporated by reference.

EXEMPT FROM STATE DEED TAX

The rights of the City under this Temporary Easement include the right of the City, its contractors, agents and servants to enter upon the Temporary Easement Areas at all reasonable times to grade, slope, recontour, fill and excavate the Temporary Easement Areas for purposes related to the construction and to remove from the Temporary Easement Areas trees, brush, herbage, undergrowth and other obstructions and to deposit earthen materials in and upon the Temporary Easement Areas.

The City shall not be responsible for any costs, expenses, damages, demands, obligations, including penalties and reasonable attorneys' fees, or losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, pollutants, or

contaminants which may have existed on, or which relate to, the Temporary Easement Areas prior to the date hereof.

Nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by Landowner, its successors or assigns, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided by Minnesota Statute Chapter 466.

The Landowner, for itself and its successors and assigns, does hereby covenant with the City, its successors and assigns, that Landowner is well seized in fee of the Temporary Easement Areas and has good right to grant and convey this Temporary Easement to the City.

This Temporary Easement shall expire upon the occurrence of either of the following events or dates, whichever occurs first:

- a. One (1) year after substantial completion of City Project No. 2015-03 which includes the construction of 65th Street West; or
- b. December 31, 2021.

Within 30 days after expiration of this Temporary Easement, the City, at its own expense, will record with the Dakota County Recorder a release of this Temporary Easement.

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

IN TESTIMONY WHEREOF, the Landowner and City have executed this Temporary Easement as of the day and year first above written.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its Mayor

ATTEST:

Michelle Tesser, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 14th day of August, 2017, before me a Notary Public within and for said County, personally appeared George Tourville and Michelle Tesser to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and 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 City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

**LANDOWNER:
U.S. HOME CORPORATION**

By: _____
Jonathon Aune
Its: Vice President

STATE OF MINNESOTA)
)
COUNTY OF _____) ss.

On this _____ day of _____, 2017, before me a Notary Public within and for said County, personally appeared Jonathon Aune, to me personally known, who being by me duly sworn, did say that he is the Vice President of U.S. Home Corporation, a Delaware corporation, and that the foregoing instrument was executed on behalf of U.S. Home Corporation by authority of the Board of Directors of U.S. Home Corporation.

Notary Public

THIS INSTRUMENT DRAFTED BY:

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

**AFTER RECORDING PLEASE
RETURN TO:**

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

EXHIBIT A
LEGAL DESCRIPTION OF TEMPORARY EASEMENT AREAS

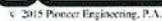
Temporary Easement Area No. 1:

A temporary easement for grading, sloping, re-contouring, filling, excavation and construction purposes, over, under and across all that part of 65th Street West as delineated and dedicated on Windwood Addition, according to the recorded plat thereof, Dakota County, lying westerly of the northerly extension of the east line of Lot 3, Block 1, said Windwood Addition.

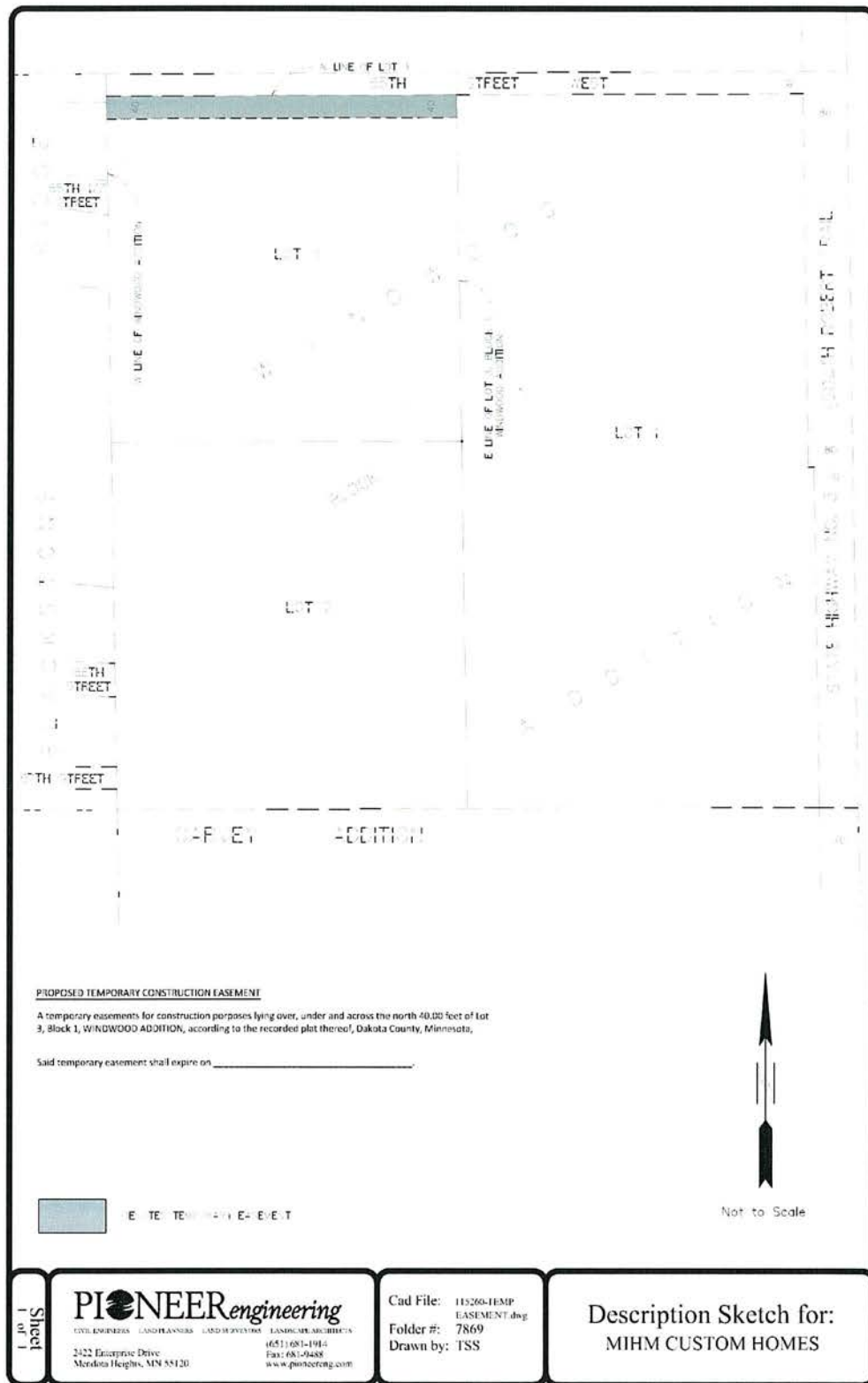
Temporary Easement Area No. 2:

A temporary easement for grading, sloping, re-contouring, filling, excavation and construction purposes, over, under and across the north 40.00 feet of Lot 3, Block 1, Windwood Addition, according to the recorded plat thereof, Dakota County, Minnesota.

Temporary Easement Area No. 1:



Temporary Easement Area No. 2:



CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

WAIVER OF ASSESSMENT APPEAL AGREEMENT
FOR AMOUNT UP TO AND INCLUDING \$5,273
RELATING TO PLAT OF WINDWOOD 2ND ADDITION
FOR CITY PROJECT NO. 2015-03 – 65TH STREET WEST CONSTRUCTION
[BETWEEN T.H. 3 AND ARGENTA TRAIL]

THIS WAIVER OF ASSESSMENT APPEAL AGREEMENT (Agreement) is made, entered into and effective this 14th day of August, 2017, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as “City”) and U.S. Home Corporation, a Delaware corporation (hereafter referred to as “Landowner”). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

ARTICLE 1
DEFINITIONS

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

1.2 City. “City” means the City of Inver Grove Heights, a Minnesota municipal corporation.

1.3 Landowner. “Landowner” means U.S. Home Corporation, a Delaware corporation, and its successors and assigns.

1.4 Project. “Project” means City Project No. 2015-03 - 65th Street West Construction (between T.H. 3 and Argenta Trail) which project provides for the construction of 65th Street West located north of the Plat of Windwood 2nd Addition, Dakota County, Minnesota.

1.5 Landowner Property. “Landowner Property” means the property located in the City of Inver Grove Heights, County of Dakota, State of Minnesota legally described on Exhibit A attached hereto.

1.6 Lots or Lot. “Lots” means the 44 lots contained within the Landowner Property. “Lot” means one of the 44 lots contained within the Landowner Property.

1.7 Feasibility Report. “Feasibility Report” means the Feasibility Report for City Project No. 2015-03.

1.8 Waived Amount. “Waived Amount” means the sum of \$5,273 (rounded up from \$5,272.73).

ARTICLE 2 **RECITALS**

Recital No. 1. Landowner owns the Landowner Property.

Recital No. 2. Landowner recognizes that development of the Landowner Property will contribute in part to the need for the City to construct the Project.

Recital No. 3. Landowner recognizes that development of the Landowner Property will in the future increase the number of vehicles using the streets and intersections surrounding the Landowner Property.

Recital No. 4. Landowner has sought the approval of the City for the plat of Windwood 2nd Addition according to the preliminary plat on file with the City.

Recital No. 5. The City anticipates that in the future it will construct the Project and will levy special assessments against benefitted properties to contribute to payment of Project costs.

Recital No. 6. Pursuant to Minnesota Statutes § 462.3531 the City seeks from the Developer a waiver of any assessment appeals relating to the Project up to and including the Waived Amount.

Recital No. 7. City has explained the nature and scope of the Project with the Landowner.

Recital No. 8. Landowner has examined the engineering data and cost calculations relating to the Project.

Recital No. 9. City has made available the cost and special assessment information and an analysis concerning the benefit of the Project to the Landowner Property.

Recital No. 10. Landowner has been and is apprised of the nature, scope, and anticipated special assessment methodology for the Project.

Recital No. 11. After reviewing all of the information about the Project and the information relating to special assessment methodology, Landowner has determined to waive its right to appeal assessments up to the Waived Amount per Lot for such Project improvements.

Recital No. 12. Landowner acknowledges benefit to each of the Lots from the Project up to and including the Waived Amount.

Recital No. 13. Landowner is willing to waive its right to appeal the City assessment for the Project against each Lot up to the amount of \$5,273 per Lot.

ARTICLE 3 **AGREEMENTS OF LANDOWNER**

To induce the City to construct the Project in the future and to induce the City to approve the plat of Windwood 2nd Addition in the manner and configuration proposed, the Landowner recognizes, acknowledges, and knowingly and voluntarily agrees that:

1. Each of the Lots will be specially benefited up to and including the Waived Amount by the Project.
2. Landowner waives any and all procedural and substantive objections to the ordering of the Project. With respect to the Project, Landowner waives any and all procedural and substantive objections to the special assessments up to and including the Waived Amount against each of the Lots. Landowner hereby waives all notice and hearing requirements with respect to the City ordering the Project. Landowner hereby waives all notice and hearing requirements with respect to imposition of the special assessments. Landowner hereby waives any claim that the special assessment against each of the Lots up to and including the Waived Amount exceeds the benefit to the Lot.
3. With respect to special assessments up to and including the Waived Amount against each of the Lots for the Project, Landowner waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. Notwithstanding the foregoing, if the final special assessment is more than the Waived Amount, then Landowner does not waive its appeal rights under Minn. Stat. § 429.081 with respect to whether the Project has benefitted each of the Lots more than the Waived Amount.
4. This Agreement shall be continuing and irrevocable. This Agreement is made knowingly and voluntarily by the Landowner.
5. All terms and conditions of this Agreement shall run with the Landowner Property herein described, and shall be binding upon the Landowner Property and the successors and assigns of the undersigned Landowner. This Agreement shall also apply to any after-acquired title of Landowner in the Landowner Property.
6. The City may record this Agreement against the Landowner Property.

ARTICLE 4
OTHER AGREEMENTS

4.1. Approval of Plat. For and in consideration of the covenants and agreements made by Landowner herein, the City agrees to allow the Plat of Windwood 2nd Addition to be recorded with the Dakota County Recorder, provided the other conditions which are prerequisite to recording the plat of Windwood 2nd Addition contained in the Development Contract of even date herewith between the parties are met.

4.2 Special Assessments in Excess of Waived Amount. Nothing contained in this Agreement limits the right of the City to specially assess more than the Waived Amount against each of the Lots constituting the Property for the Project. This Agreement, however, applies only up to the Waived Amount per Lot. If the City assesses a Lot more than the Waived Amount the Landowner has the right to appeal the excess amounts above the Waived Amount; Landowner may not object to, appeal or contest the special assessments up to and including the Waived Amount per Lot.

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

IN WITNESS WHEREOF, the Landowner and the City have executed this Agreement on the 14th day of August, 2017.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 14th day of August, 2017, before me a Notary Public within and for said County, personally appeared George Tourville and Michelle Tesser, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and 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 City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

LANDOWNER
U.S. HOME CORPORATION

By: _____
Jonathon Aune
Its: Vice President

STATE OF MINNESOTA)
)
COUNTY OF _____) ss.

On this _____ day of _____, 2017, before me a Notary Public within and for said County, personally appeared Jonathon Aune, to me personally known, who being by me duly sworn, did say that he is the Vice President of U.S. Home Corporation, a Delaware corporation, and that the foregoing instrument was executed on behalf of U.S. Home Corporation by authority of the Board of Directors of U.S. Home Corporation.

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

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

Lots 1 through 6, Block 1, Windwood 2nd Addition, Dakota County, Minnesota

Lots 1 through 12, Block 2, Windwood 2nd Addition, Dakota County, Minnesota

Lots 1 through 5, Block 3, Windwood 2nd Addition, Dakota County, Minnesota

Lots 1 through 3, Block 4, Windwood 2nd Addition, Dakota County, Minnesota

Lots 1 through 11, Block 5, Windwood 2nd Addition, Dakota County, Minnesota

Lots 1 through 7, Block 6, Windwood 2nd Addition, Dakota County, Minnesota

according to the plat thereof on file and of record in the office of the Dakota County Recorder, State of Minnesota.

RESTRICTIVE USE EASEMENT AGREEMENT
FOR LOT 1, BLOCK 5, WINDWOOD 2ND ADDITION,
DAKOTA COUNTY, MINNESOTA

THIS RESTRICTIVE USE EASEMENT AGREEMENT FOR LOT 1, BLOCK 5, WINDWOOD 2ND ADDITION (Easement Agreement) is made this 14th day of August, 2017, by and between U.S. Home Corporation, a Delaware corporation (hereinafter referred to as "Grantor") and the City of Inver Grove Heights, a Minnesota municipal corporation (hereinafter referred to as "City").

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

WHEREAS, a portion of the Property must remain free of any buildings, objects, trees, shrubs or structures (more specifically identified below) that would prevent clear visibility for vehicular traffic traveling at the intersection of the streets adjoining the Property. The City desires that nothing be placed on this portion of the Property.

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

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

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

2. **Restrictions Relating to Vegetation.** Without the prior written consent of the City, no trees, shrubs, or other vegetation (except grass) may be planted or placed upon the Restricted Easement Area.
3. **Restrictions Relating to Structures.** No buildings and no other man-made structures (including, but not limited to: fences, sheds, retaining walls, play equipment, gazebo's, rock gardens and landscape boulders) shall be placed in the Restricted Easement Area without the prior written consent of the City; provided, however, nothing contained in this Easement Agreement prohibits Grantor from placing impervious pavement for driveways within the Restricted Easement Area and nothing contained in this Easement Agreement prohibits Grantor or City from placing stormwater facilities or other public utilities in the Restricted Easement Area.
4. **Restrictions Relating to Grade.** No change in the general topography of the Restricted Easement Area landscape, (including, but not limited to, excavation, movement, or removal of soil), shall be allowed without the prior written consent of the City.
5. **Duration of Easement.** The duration of the Restrictive Use Easement is perpetual, unless terminated by any of the following means:
 - a. The Restrictive Use Easement may be terminated by recordable written instrument signed by the parties.
 - b. The Restrictive Use Easement may be terminated if the City executes a written recordable release of the Restrictive Use Easement.
 - c. The Restrictive Use Easement shall be terminated if the City acquires a street easement over the Restricted Easement Area or otherwise acquires fee title to the Restricted Easement Area.
6. **No Impairment of City Rights.** Nothing contained herein shall impair any right of the City now held or hereafter acquired to construct, repair, replace, or maintain any existing or future public utilities or streets which are, or come to be placed in, on, or under the Restricted Easement Area.
7. **City Remedies.** If the Grantor fails to perform any of its covenants or obligations under this Easement Agreement, the City may avail itself of any remedy afforded by law and any of the following non-exclusive remedies:
 - a) **Specific Performance.** The City may specifically enforce this Easement Agreement.
 - b) **Notice of Non-Compliance; Cure Period.** If the City's Director of Public Works ("DPW") determines, at his sole discretion, that the Grantor has not complied with the terms and provisions set forth in this Easement Agreement, the DPW shall provide written notice to the Grantor of such

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

- c) **Payment of Costs Incurred by City.** If the Grantor fails to comply with the terms and provisions of this Easement Agreement within thirty (30) days after delivery of the written notice, or in the case of an emergency situation as determined by the DPW, the City may perform those tasks necessary for compliance and the City shall have the right of access to the Property to perform such work. The City shall charge all costs incurred by the City to perform the tasks necessary for compliance to the Grantor. The amount of costs charged by the City to the Grantor shall be the usual and customary amounts charged by the City given the task, work, or improvement performed by the City to ensure compliance with the terms and provisions of this Easement Agreement. The Grantor shall make payment directly to the City within thirty (30) days after invoicing (“Due Date”) by the City. Bills not paid by the Due Date shall incur the standard penalty and interest established by the City for utility billings within the City.
- d) **Certification of Costs Payable With Taxes.** If payment is not made by the Grantor as provided in Section 7 (c), the City may certify to Dakota County the amounts due as payable with the real estate taxes for Property owned by the Grantor in the next calendar year; such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills. The Grantor waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Property owned by the Grantor. The Grantor hereby further waive any and all procedural and substantive objections to special assessments for the maintenance costs including, but not limited to,

notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Property owned by the Grantor. The Grantor waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Grantor acknowledges that the benefit to the Property owned by the Grantor from the performance of tasks by the City to ensure compliance with the terms and provisions of this Easement Agreement equal or exceeds the amount of the charges and assessments for the costs that are being imposed hereunder upon the Property owned by the Grantor.

8. **Binding Effect.** This Restrictive Use Easement shall run with the Property and shall inure to the benefit of the Grantor and the City and shall bind the Grantor and the successors and assigns of the Grantor and shall be binding upon the City and the successor's and assigns of the City. This Restrictive Use Easement shall also be binding upon any right title or interest of the parties to the Property acquired after the date of this Restrictive Use Easement or acquired after the date of recording of this Restrictive Use Easement.

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties have caused this Restrictive Use Easement Agreement for Lot 1, Block 5, Windwood 2nd Addition to be executed as of the day and year aforesaid by its duly authorized representatives.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Michelle Tesser, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 14th day of August, 2017, before me a Notary Public within and for said County, personally appeared George Tourville and Michelle Tesser to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and 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 City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

**GRANTOR:
U.S. HOME CORPORATION**

By: _____
Jonathon Aune
Its: Vice President

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

On this _____ day of August, 2017, before me a Notary Public within and for said County, personally appeared Jonathon Aune, to me personally known, who being by me duly sworn, did say that he is the Vice President of U.S. Home Corporation, a Delaware corporation, and that the foregoing instrument was executed on behalf of U.S. Home Corporation by authority of the Board of Directors of U.S. Home Corporation.

Notary Public

THIS INSTRUMENT DRAFTED BY:

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

**AFTER RECORDING PLEASE
RETURN TO:**

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

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

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

Lot 1, Block 5, Windwood 2nd Addition, according to the recorded plat thereof on file and of record with the Office of the County Recorder, Dakota County, Minnesota.

EXHIBIT B
RESTRICTED EASEMENT AREA

A site triangle easement over, under, and across that part of Lot 1, Block 5, Windwood 2nd Addition according to the recorded plat thereof, Dakota County, Minnesota, described as follows:

[illegible]

RESTRICTIVE USE EASEMENT AGREEMENT
FOR LOT 3, BLOCK 3, WINDWOOD 2ND ADDITION,
DAKOTA COUNTY, MINNESOTA

THIS RESTRICTIVE USE EASEMENT AGREEMENT FOR LOT 3, BLOCK 3, WINDWOOD 2ND ADDITION (Easement Agreement) is made this 14th day of August, 2017, by and between U.S. Home Corporation, a Delaware corporation (hereinafter referred to as "Grantor") and the City of Inver Grove Heights, a Minnesota municipal corporation (hereinafter referred to as "City").

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

WHEREAS, a portion of the Property must remain free of any buildings, objects, trees, shrubs or structures (more specifically identified below) that would prevent clear visibility for vehicular traffic traveling at the intersection of the streets adjoining the Property. The City desires that nothing be placed on this portion of the Property.

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

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

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

2. **Restrictions Relating to Vegetation.** Without the prior written consent of the City, no trees, shrubs, or other vegetation (except grass) may be planted or placed upon the Restricted Easement Area.
3. **Restrictions Relating to Structures.** No buildings and no other man-made structures (including, but not limited to: fences, sheds, retaining walls, play equipment, gazebo's, rock gardens and landscape boulders) shall be placed in the Restricted Easement Area without the prior written consent of the City; provided, however, nothing contained in this Easement Agreement prohibits Grantor from placing impervious pavement for driveways within the Restricted Easement Area and nothing contained in this Easement Agreement prohibits Grantor or City from placing stormwater facilities or other public utilities in the Restricted Easement Area.
4. **Restrictions Relating to Grade.** No change in the general topography of the Restricted Easement Area landscape, (including, but not limited to, excavation, movement, or removal of soil), shall be allowed without the prior written consent of the City.
5. **Duration of Easement.** The duration of the Restrictive Use Easement is perpetual, unless terminated by any of the following means:
 - a. The Restrictive Use Easement may be terminated by recordable written instrument signed by the parties.
 - b. The Restrictive Use Easement may be terminated if the City executes a written recordable release of the Restrictive Use Easement.
 - c. The Restrictive Use Easement shall be terminated if the City acquires a street easement over the Restricted Easement Area or otherwise acquires fee title to the Restricted Easement Area.
6. **No Impairment of City Rights.** Nothing contained herein shall impair any right of the City now held or hereafter acquired to construct, repair, replace, or maintain any existing or future public utilities or streets which are, or come to be placed in, on, or under the Restricted Easement Area.
7. **City Remedies.** If the Grantor fails to perform any of its covenants or obligations under this Easement Agreement, the City may avail itself of any remedy afforded by law and any of the following non-exclusive remedies:
 - a) **Specific Performance.** The City may specifically enforce this Easement Agreement.
 - b) **Notice of Non-Compliance; Cure Period.** If the City's Director of Public Works ("DPW") determines, at his sole discretion, that the Grantor has not complied with the terms and provisions set forth in this Easement Agreement, the DPW shall provide written notice to the Grantor of such

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

- c) **Payment of Costs Incurred by City.** If the Grantor fails to comply with the terms and provisions of this Easement Agreement within thirty (30) days after delivery of the written notice, or in the case of an emergency situation as determined by the DPW, the City may perform those tasks necessary for compliance and the City shall have the right of access to the Property to perform such work. The City shall charge all costs incurred by the City to perform the tasks necessary for compliance to the Grantor. The amount of costs charged by the City to the Grantor shall be the usual and customary amounts charged by the City given the task, work, or improvement performed by the City to ensure compliance with the terms and provisions of this Easement Agreement. The Grantor shall make payment directly to the City within thirty (30) days after invoicing (“Due Date”) by the City. Bills not paid by the Due Date shall incur the standard penalty and interest established by the City for utility billings within the City.
- d) **Certification of Costs Payable With Taxes.** If payment is not made by the Grantor as provided in Section 7 (c), the City may certify to Dakota County the amounts due as payable with the real estate taxes for Property owned by the Grantor in the next calendar year; such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills. The Grantor waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Property owned by the Grantor. The Grantor hereby further waive any and all procedural and substantive objections to special assessments for the maintenance costs including, but not limited to,

notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Property owned by the Grantor. The Grantor waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Grantor acknowledges that the benefit to the Property owned by the Grantor from the performance of tasks by the City to ensure compliance with the terms and provisions of this Easement Agreement equal or exceeds the amount of the charges and assessments for the costs that are being imposed hereunder upon the Property owned by the Grantor.

8. **Binding Effect.** This Restrictive Use Easement shall run with the Property and shall inure to the benefit of the Grantor and the City and shall bind the Grantor and the successors and assigns of the Grantor and shall be binding upon the City and the successor's and assigns of the City. This Restrictive Use Easement shall also be binding upon any right title or interest of the parties to the Property acquired after the date of this Restrictive Use Easement or acquired after the date of recording of this Restrictive Use Easement.

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties have caused this Restrictive Use Easement Agreement for Lot 3, Block 3, Windwood 2nd Addition to be executed as of the day and year aforesaid by its duly authorized representatives.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Michelle Tesser, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 14th day of August, 2017, before me a Notary Public within and for said County, personally appeared George Tourville and Michelle Tesser to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and 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 City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

**GRANTOR:
U.S. HOME CORPORATION**

By: _____
Jonathon Aune
Its: Vice President

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

On this _____ day of August, 2017, before me a Notary Public within and for said County, personally appeared Jonathon Aune, to me personally known, who being by me duly sworn, did say that he is the Vice President of U.S. Home Corporation, a Delaware corporation, and that the foregoing instrument was executed on behalf of U.S. Home Corporation by authority of the Board of Directors of U.S. Home Corporation.

Notary Public

THIS INSTRUMENT DRAFTED BY:

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

**AFTER RECORDING PLEASE
RETURN TO:**

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

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

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

Lot 3, Block 3, Windwood 2nd Addition, according to the recorded plat thereof on file and of record with the Office of the County Recorder, Dakota County, Minnesota.

EXHIBIT B
RESTRICTED EASEMENT AREA

A site triangle easement over, under, and across that part of Lot 3, Block 3, Windwood 2nd Addition according to the recorded plat thereof, Dakota County, Minnesota, described as follows:

RESTRICTIVE USE EASEMENT AGREEMENT
FOR LOT 3, BLOCK 4, WINDWOOD 2ND ADDITION,
DAKOTA COUNTY, MINNESOTA

THIS RESTRICTIVE USE EASEMENT AGREEMENT FOR LOT 3, BLOCK 4, WINDWOOD 2ND ADDITION (Easement Agreement) is made this 14th day of August, 2017, by and between U.S. Home Corporation, a Delaware corporation (hereinafter referred to as “Grantor”) and the City of Inver Grove Heights, a Minnesota municipal corporation (hereinafter referred to as “City”).

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

WHEREAS, a portion of the Property must remain free of any buildings, objects, trees, shrubs or structures (more specifically identified below) that would prevent clear visibility for vehicular traffic traveling at the intersection of the streets adjoining the Property. The City desires that nothing be placed on this portion of the Property.

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

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

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

2. **Restrictions Relating to Vegetation.** Without the prior written consent of the City, no trees, shrubs, or other vegetation (except grass) may be planted or placed upon the Restricted Easement Area.
3. **Restrictions Relating to Structures.** No buildings and no other man-made structures (including, but not limited to: fences, sheds, retaining walls, play equipment, gazebo's, rock gardens and landscape boulders) shall be placed in the Restricted Easement Area without the prior written consent of the City; provided, however, nothing contained in this Easement Agreement prohibits Grantor from placing impervious pavement for driveways within the Restricted Easement Area and nothing contained in this Easement Agreement prohibits Grantor or City from placing stormwater facilities or other public utilities in the Restricted Easement Area.
4. **Restrictions Relating to Grade.** No change in the general topography of the Restricted Easement Area landscape, (including, but not limited to, excavation, movement, or removal of soil), shall be allowed without the prior written consent of the City.
5. **Duration of Easement.** The duration of the Restrictive Use Easement is perpetual, unless terminated by any of the following means:
 - a. The Restrictive Use Easement may be terminated by recordable written instrument signed by the parties.
 - b. The Restrictive Use Easement may be terminated if the City executes a written recordable release of the Restrictive Use Easement.
 - c. The Restrictive Use Easement shall be terminated if the City acquires a street easement over the Restricted Easement Area or otherwise acquires fee title to the Restricted Easement Area.
6. **No Impairment of City Rights.** Nothing contained herein shall impair any right of the City now held or hereafter acquired to construct, repair, replace, or maintain any existing or future public utilities or streets which are, or come to be placed in, on, or under the Restricted Easement Area.
7. **City Remedies.** If the Grantor fails to perform any of its covenants or obligations under this Easement Agreement, the City may avail itself of any remedy afforded by law and any of the following non-exclusive remedies:
 - a) **Specific Performance.** The City may specifically enforce this Easement Agreement.
 - b) **Notice of Non-Compliance; Cure Period.** If the City's Director of Public Works ("DPW") determines, at his sole discretion, that the Grantor has not complied with the terms and provisions set forth in this Easement Agreement, the DPW shall provide written notice to the Grantor of such

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

- c) **Payment of Costs Incurred by City.** If the Grantor fails to comply with the terms and provisions of this Easement Agreement within thirty (30) days after delivery of the written notice, or in the case of an emergency situation as determined by the DPW, the City may perform those tasks necessary for compliance and the City shall have the right of access to the Property to perform such work. The City shall charge all costs incurred by the City to perform the tasks necessary for compliance to the Grantor. The amount of costs charged by the City to the Grantor shall be the usual and customary amounts charged by the City given the task, work, or improvement performed by the City to ensure compliance with the terms and provisions of this Easement Agreement. The Grantor shall make payment directly to the City within thirty (30) days after invoicing (“Due Date”) by the City. Bills not paid by the Due Date shall incur the standard penalty and interest established by the City for utility billings within the City.
- d) **Certification of Costs Payable With Taxes.** If payment is not made by the Grantor as provided in Section 7 (c), the City may certify to Dakota County the amounts due as payable with the real estate taxes for Property owned by the Grantor in the next calendar year; such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills. The Grantor waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Property owned by the Grantor. The Grantor hereby further waive any and all procedural and substantive objections to special assessments for the maintenance costs including, but not limited to,

notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Property owned by the Grantor. The Grantor waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Grantor acknowledges that the benefit to the Property owned by the Grantor from the performance of tasks by the City to ensure compliance with the terms and provisions of this Easement Agreement equal or exceeds the amount of the charges and assessments for the costs that are being imposed hereunder upon the Property owned by the Grantor.

8. **Binding Effect.** This Restrictive Use Easement shall run with the Property and shall inure to the benefit of the Grantor and the City and shall bind the Grantor and the successors and assigns of the Grantor and shall be binding upon the City and the successor's and assigns of the City. This Restrictive Use Easement shall also be binding upon any right title or interest of the parties to the Property acquired after the date of this Restrictive Use Easement or acquired after the date of recording of this Restrictive Use Easement.

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties have caused this Restrictive Use Easement Agreement for Lot 3, Block 4, Windwood 2nd Addition to be executed as of the day and year aforesaid by its duly authorized representatives.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Michelle Tesser, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this 14th day of August, 2017, before me a Notary Public within and for said County, personally appeared George Tourville and Michelle Tesser to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and 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 City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

**GRANTOR:
U.S. HOME CORPORATION**

By: _____
Jonathon Aune
Its: Vice President

STATE OF MINNESOTA)
)
COUNTY OF _____) ss.

On this _____ day of August, 2017, before me a Notary Public within and for said County, personally appeared Jonathon Aune, to me personally known, who being by me duly sworn, did say that he is the Vice President of U.S. Home Corporation, a Delaware corporation, and that the foregoing instrument was executed on behalf of U.S. Home Corporation by authority of the Board of Directors of U.S. Home Corporation.

Notary Public

THIS INSTRUMENT DRAFTED BY:

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

**AFTER RECORDING PLEASE
RETURN TO:**

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

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

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

Lot 3, Block 4, Windwood 2nd Addition, according to the recorded plat thereof on file and of record with the Office of the County Recorder, Dakota County, Minnesota.

EXHIBIT B
RESTRICTED EASEMENT AREA

A site triangle easement over, under, and across that part of Lot 3, Block 4, Windwood 2nd Addition according to the recorded plat thereof, Dakota County, Minnesota, described as follows:

AND

A site triangle easement over, under, and across that part of Lot 3, Block 4, Windwood 2nd Addition according to the recorded plat thereof, Dakota County, Minnesota, described as follows:

RESTRICTIVE USE EASEMENT AGREEMENT
FOR LOT 6, BLOCK 1, WINDWOOD 2ND ADDITION,
DAKOTA COUNTY, MINNESOTA

THIS RESTRICTIVE USE EASEMENT AGREEMENT FOR LOT 6, BLOCK 1, WINDWOOD 2ND ADDITION (Easement Agreement) is made this 14th day of August, 2017, by and between U.S. Home Corporation, a Delaware corporation (hereinafter referred to as "Grantor") and the City of Inver Grove Heights, a Minnesota municipal corporation (hereinafter referred to as "City").

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

WHEREAS, a portion of the Property must remain free of any buildings, objects, trees, shrubs or structures (more specifically identified below) that would prevent clear visibility for vehicular traffic traveling at the intersection of the streets adjoining the Property. The City desires that nothing be placed on this portion of the Property.

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

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

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

2. **Restrictions Relating to Vegetation.** Without the prior written consent of the City, no trees, shrubs, or other vegetation (except grass) may be planted or placed upon the Restricted Easement Area.
3. **Restrictions Relating to Structures.** No buildings and no other man-made structures (including, but not limited to: fences, sheds, retaining walls, play equipment, gazebo's, rock gardens and landscape boulders) shall be placed in the Restricted Easement Area without the prior written consent of the City; provided, however, nothing contained in this Easement Agreement prohibits Grantor from placing impervious pavement for driveways within the Restricted Easement Area and nothing contained in this Easement Agreement prohibits Grantor or City from placing stormwater facilities or other public utilities in the Restricted Easement Area.
4. **Restrictions Relating to Grade.** No change in the general topography of the Restricted Easement Area landscape, (including, but not limited to, excavation, movement, or removal of soil), shall be allowed without the prior written consent of the City.
5. **Duration of Easement.** The duration of the Restrictive Use Easement is perpetual, unless terminated by any of the following means:
 - a. The Restrictive Use Easement may be terminated by recordable written instrument signed by the parties.
 - b. The Restrictive Use Easement may be terminated if the City executes a written recordable release of the Restrictive Use Easement.
 - c. The Restrictive Use Easement shall be terminated if the City acquires a street easement over the Restricted Easement Area or otherwise acquires fee title to the Restricted Easement Area.
6. **No Impairment of City Rights.** Nothing contained herein shall impair any right of the City now held or hereafter acquired to construct, repair, replace, or maintain any existing or future public utilities or streets which are, or come to be placed in, on, or under the Restricted Easement Area.
7. **City Remedies.** If the Grantor fails to perform any of its covenants or obligations under this Easement Agreement, the City may avail itself of any remedy afforded by law and any of the following non-exclusive remedies:
 - a) **Specific Performance.** The City may specifically enforce this Easement Agreement.
 - b) **Notice of Non-Compliance; Cure Period.** If the City's Director of Public Works ("DPW") determines, at his sole discretion, that the Grantor has not complied with the terms and provisions set forth in this Easement Agreement, the DPW shall provide written notice to the Grantor of such

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

- c) **Payment of Costs Incurred by City.** If the Grantor fails to comply with the terms and provisions of this Easement Agreement within thirty (30) days after delivery of the written notice, or in the case of an emergency situation as determined by the DPW, the City may perform those tasks necessary for compliance and the City shall have the right of access to the Property to perform such work. The City shall charge all costs incurred by the City to perform the tasks necessary for compliance to the Grantor. The amount of costs charged by the City to the Grantor shall be the usual and customary amounts charged by the City given the task, work, or improvement performed by the City to ensure compliance with the terms and provisions of this Easement Agreement. The Grantor shall make payment directly to the City within thirty (30) days after invoicing ("Due Date") by the City. Bills not paid by the Due Date shall incur the standard penalty and interest established by the City for utility billings within the City.
- d) **Certification of Costs Payable With Taxes.** If payment is not made by the Grantor as provided in Section 7 (c), the City may certify to Dakota County the amounts due as payable with the real estate taxes for Property owned by the Grantor in the next calendar year; such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills. The Grantor waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Property owned by the Grantor. The Grantor hereby further waive any and all procedural and substantive objections to special assessments for the maintenance costs including, but not limited to,

notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Property owned by the Grantor. The Grantor waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Grantor acknowledges that the benefit to the Property owned by the Grantor from the performance of tasks by the City to ensure compliance with the terms and provisions of this Easement Agreement equal or exceeds the amount of the charges and assessments for the costs that are being imposed hereunder upon the Property owned by the Grantor.

8. **Binding Effect.** This Restrictive Use Easement shall run with the Property and shall inure to the benefit of the Grantor and the City and shall bind the Grantor and the successors and assigns of the Grantor and shall be binding upon the City and the successor's and assigns of the City. This Restrictive Use Easement shall also be binding upon any right title or interest of the parties to the Property acquired after the date of this Restrictive Use Easement or acquired after the date of recording of this Restrictive Use Easement.

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties have caused this Restrictive Use Easement Agreement for Lot 6, Block 1, Windwood 2nd Addition to be executed as of the day and year aforesaid by its duly authorized representatives.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Michelle Tesser, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 14th day of August, 2017, before me a Notary Public within and for said County, personally appeared George Tourville and Michelle Tesser to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and 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 City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

**GRANTOR:
U.S. HOME CORPORATION**

By: _____
Jonathon Aune
Its: Vice President

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

On this _____ day of August, 2017, before me a Notary Public within and for said County, personally appeared Jonathon Aune, to me personally known, who being by me duly sworn, did say that he is the Vice President of U.S. Home Corporation, a Delaware corporation, and that the foregoing instrument was executed on behalf of U.S. Home Corporation by authority of the Board of Directors of U.S. Home Corporation.

Notary Public

THIS INSTRUMENT DRAFTED BY:

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

**AFTER RECORDING PLEASE
RETURN TO:**

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

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

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

Lot 6, Block 1, Windwood 2nd Addition, according to the recorded plat thereof on file and of record with the Office of the County Recorder, Dakota County, Minnesota.

EXHIBIT B
RESTRICTED EASEMENT AREA

A site triangle easement over, under, and across that part of Lot 6, Block 1, Windwood 2nd Addition according to the recorded plat thereof, Dakota County, Minnesota, described as follows:

AND

A site triangle easement over, under, and across that part of Lot 6, Block 1, Windwood 2nd Addition according to the recorded plat thereof, Dakota County, Minnesota, described as follows:

Depiction of Easement Area
(Part of Exhibit B)

65TH STREET WEST

NE CORNER OF LOT 6, BLOCK 1,
MIDWOOD 2ND ADDITION

S89°54'00"W 30.00'

S89°54'00"E 42.43'

W LINE OF LOT 6, BLOCK 1,
MIDWOOD 2ND ADDITION

E LINE OF LOT 6, BLOCK 1,
MIDWOOD 2ND ADDITION

6



Not to Scale



RESERVED DRIVEWAY EASEMENT

S LINE OF LOT 6, BLOCK 1,
MIDWOOD 2ND ADDITION

N89°54'00"E 42.43'

S89°54'00"W 30.00'

SE CORNER OF LOT 6, BLOCK 1,
MIDWOOD 2ND ADDITION

ARCTIC WAY

ACATE TRAIL

PROPOSED EASEMENT DESCRIPTION

A reserved driveway easement being over, under and across all the part of Lot 6, Block 1, MIDWOOD 2ND ADDITION, according to the recorded plat thereof, Dakota County, Minnesota, being northwesterly of the following described line:

Commencing at the northeast corner of said Lot 6, thence on assumed bearing of South 89 degrees 54 minutes 00 seconds West along the north line of said Lot 6, a distance of 30.00 feet to the point of beginning of this line to be described thence South 89 degrees 54 minutes 00 seconds East, a distance of 42.43 feet to the east line of said Lot 6 and thence northerly.

Traverse and

A reserved driveway easement being over, under and across all the part of said Lot 6, Block 1, MIDWOOD 2ND ADDITION, according to the following described line:

Commencing at the northeast corner of said Lot 6, thence on assumed bearing of South 89 degrees 54 minutes 00 seconds West along the north line of said Lot 6, a distance of 30.00 feet to the point of beginning of this line to be described thence South 89 degrees 54 minutes 00 seconds East, a distance of 42.43 feet to the east line of said Lot 6 and thence northerly.

THIS EASEMENT SHALL EASE AND BE EASED BY THE LOT 6, MIDWOOD 2ND ADDITION.

* THIS EASEMENT DOES NOT SUPPORT THE EASEMENT OR NON-EASEMENT OF ANY EASEMENT FROM OR INTO THE HEREIN DESCRIBED LOT 6, EASEMENT IF EASEMENT OR NON-EASEMENT HIGH OFFERED TO LOT 6, AND EASEMENT TO LOT 6.

Sheet
1 of 1

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

Cad File: 1152604-MONUMENT
EASEMENTS.dwg
Folder #: 7869
Drawn by: TSS

Description Sketch for:
MIHM CUSTOM HOMES

© 2015 Pioneer Engineering, P.A.

RESTRICTIVE USE EASEMENT AGREEMENT
FOR LOT 6, BLOCK 2, WINDWOOD 2ND ADDITION,
DAKOTA COUNTY, MINNESOTA

THIS RESTRICTIVE USE EASEMENT AGREEMENT FOR LOT 6, BLOCK 2, WINDWOOD 2ND ADDITION (Easement Agreement) is made this 14th day of August, 2017, by and between U.S. Home Corporation, a Delaware corporation (hereinafter referred to as "Grantor") and the City of Inver Grove Heights, a Minnesota municipal corporation (hereinafter referred to as "City").

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

WHEREAS, a portion of the Property must remain free of any buildings, objects, trees, shrubs or structures (more specifically identified below) that would prevent clear visibility for vehicular traffic traveling at the intersection of the streets adjoining the Property. The City desires that nothing be placed on this portion of the Property.

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

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

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

2. **Restrictions Relating to Vegetation.** Without the prior written consent of the City, no trees, shrubs, or other vegetation (except grass) may be planted or placed upon the Restricted Easement Area.
3. **Restrictions Relating to Structures.** No buildings and no other man-made structures (including, but not limited to: fences, sheds, retaining walls, play equipment, gazebo's, rock gardens and landscape boulders) shall be placed in the Restricted Easement Area without the prior written consent of the City; provided, however, nothing contained in this Easement Agreement prohibits Grantor from placing impervious pavement for driveways within the Restricted Easement Area and nothing contained in this Easement Agreement prohibits Grantor or City from placing stormwater facilities or other public utilities in the Restricted Easement Area.
4. **Restrictions Relating to Grade.** No change in the general topography of the Restricted Easement Area landscape, (including, but not limited to, excavation, movement, or removal of soil), shall be allowed without the prior written consent of the City.
5. **Duration of Easement.** The duration of the Restrictive Use Easement is perpetual, unless terminated by any of the following means:
 - a. The Restrictive Use Easement may be terminated by recordable written instrument signed by the parties.
 - b. The Restrictive Use Easement may be terminated if the City executes a written recordable release of the Restrictive Use Easement.
 - c. The Restrictive Use Easement shall be terminated if the City acquires a street easement over the Restricted Easement Area or otherwise acquires fee title to the Restricted Easement Area.
6. **No Impairment of City Rights.** Nothing contained herein shall impair any right of the City now held or hereafter acquired to construct, repair, replace, or maintain any existing or future public utilities or streets which are, or come to be placed in, on, or under the Restricted Easement Area.
7. **City Remedies.** If the Grantor fails to perform any of its covenants or obligations under this Easement Agreement, the City may avail itself of any remedy afforded by law and any of the following non-exclusive remedies:
 - a) **Specific Performance.** The City may specifically enforce this Easement Agreement.
 - b) **Notice of Non-Compliance; Cure Period.** If the City's Director of Public Works ("DPW") determines, at his sole discretion, that the Grantor has not complied with the terms and provisions set forth in this Easement Agreement, the DPW shall provide written notice to the Grantor of such

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

- c) **Payment of Costs Incurred by City.** If the Grantor fails to comply with the terms and provisions of this Easement Agreement within thirty (30) days after delivery of the written notice, or in the case of an emergency situation as determined by the DPW, the City may perform those tasks necessary for compliance and the City shall have the right of access to the Property to perform such work. The City shall charge all costs incurred by the City to perform the tasks necessary for compliance to the Grantor. The amount of costs charged by the City to the Grantor shall be the usual and customary amounts charged by the City given the task, work, or improvement performed by the City to ensure compliance with the terms and provisions of this Easement Agreement. The Grantor shall make payment directly to the City within thirty (30) days after invoicing ("Due Date") by the City. Bills not paid by the Due Date shall incur the standard penalty and interest established by the City for utility billings within the City.
- d) **Certification of Costs Payable With Taxes.** If payment is not made by the Grantor as provided in Section 7 (c), the City may certify to Dakota County the amounts due as payable with the real estate taxes for Property owned by the Grantor in the next calendar year; such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills. The Grantor waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Property owned by the Grantor. The Grantor hereby further waive any and all procedural and substantive objections to special assessments for the maintenance costs including, but not limited to,

notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Property owned by the Grantor. The Grantor waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Grantor acknowledges that the benefit to the Property owned by the Grantor from the performance of tasks by the City to ensure compliance with the terms and provisions of this Easement Agreement equal or exceeds the amount of the charges and assessments for the costs that are being imposed hereunder upon the Property owned by the Grantor.

8. **Binding Effect.** This Restrictive Use Easement shall run with the Property and shall inure to the benefit of the Grantor and the City and shall bind the Grantor and the successors and assigns of the Grantor and shall be binding upon the City and the successor's and assigns of the City. This Restrictive Use Easement shall also be binding upon any right title or interest of the parties to the Property acquired after the date of this Restrictive Use Easement or acquired after the date of recording of this Restrictive Use Easement.

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties have caused this Restrictive Use Easement Agreement for Lot 6, Block 2, Windwood 2nd Addition to be executed as of the day and year aforesaid by its duly authorized representatives.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Michelle Tesser, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 14th day of August, 2017, before me a Notary Public within and for said County, personally appeared George Tourville and Michelle Tesser to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and 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 City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

**GRANTOR:
U.S. HOME CORPORATION**

By: _____
Jonathon Aune
Its: Vice President

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

On this _____ day of August, 2017, before me a Notary Public within and for said County, personally appeared Jonathon Aune, to me personally known, who being by me duly sworn, did say that he is the Vice President of U.S. Home Corporation, a Delaware corporation, and that the foregoing instrument was executed on behalf of U.S. Home Corporation by authority of the Board of Directors of U.S. Home Corporation.

Notary Public

THIS INSTRUMENT DRAFTED BY:

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

**AFTER RECORDING PLEASE
RETURN TO:**

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

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

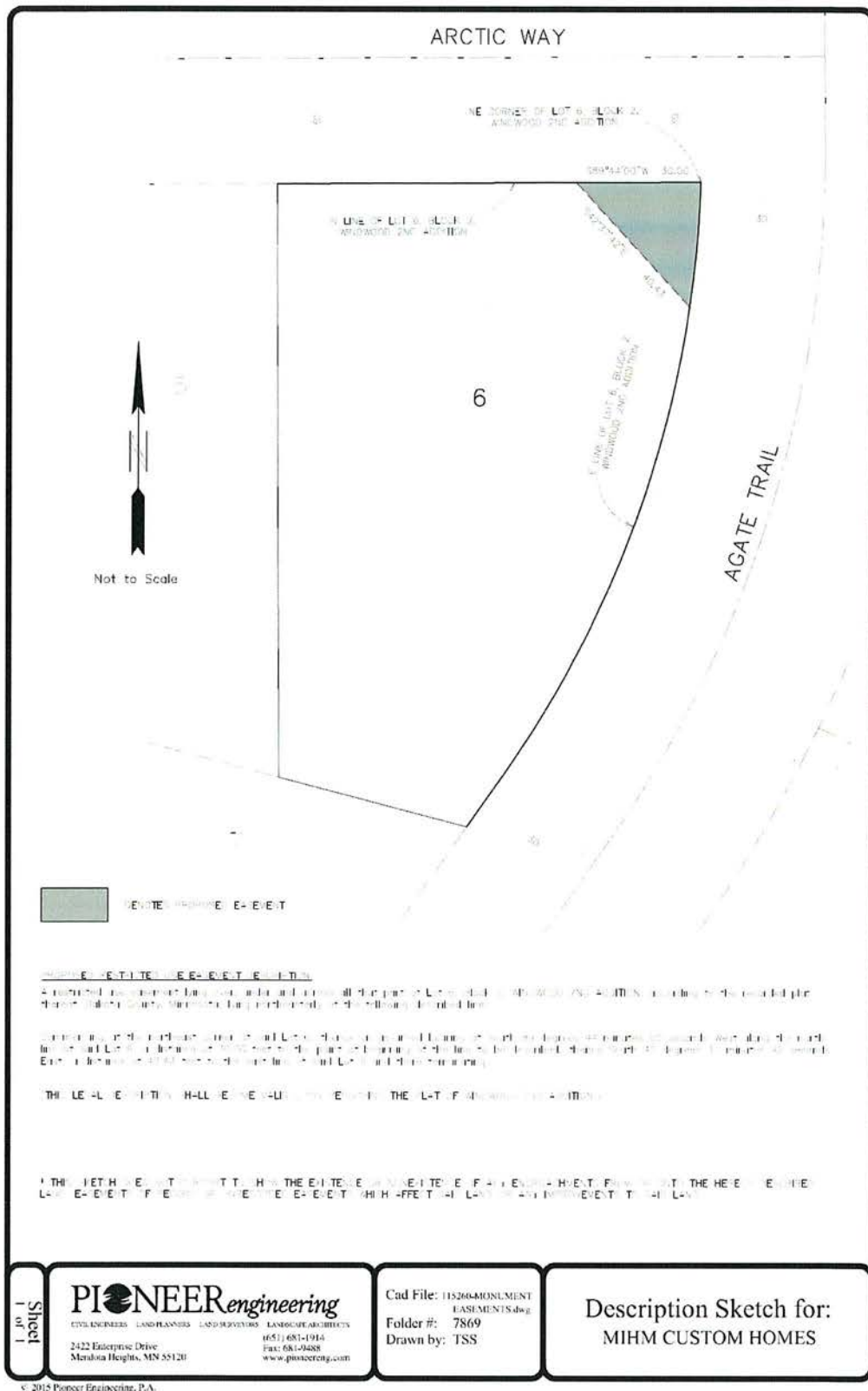
The real property located in Inver Grove Heights, Dakota County, Minnesota, described as follows:

Lot 6, Block 2, Windwood 2nd Addition, according to the recorded plat thereof on file and of record with the Office of the County Recorder, Dakota County, Minnesota.

EXHIBIT B
RESTRICTED EASEMENT AREA

A site triangle easement over, under, and across that part of Lot 6, Block 2, Windwood 2nd Addition according to the recorded plat thereof, Dakota County, Minnesota, described as follows:

Depiction of Easement Area (Part of Exhibit B)



RESTRICTIVE USE EASEMENT AGREEMENT
FOR LOT 7, BLOCK 6, WINDWOOD 2ND ADDITION,
DAKOTA COUNTY, MINNESOTA

THIS RESTRICTIVE USE EASEMENT AGREEMENT FOR LOT 7, BLOCK 6, WINDWOOD 2ND ADDITION (Easement Agreement) is made this 14th day of August, 2017, by and between U.S. Home Corporation, a Delaware corporation (hereinafter referred to as "Grantor") and the City of Inver Grove Heights, a Minnesota municipal corporation (hereinafter referred to as "City").

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

WHEREAS, a portion of the Property must remain free of any buildings, objects, trees, shrubs or structures (more specifically identified below) that would prevent clear visibility for vehicular traffic traveling at the intersection of the streets adjoining the Property. The City desires that nothing be placed on this portion of the Property.

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

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

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

2. **Restrictions Relating to Vegetation.** Without the prior written consent of the City, no trees, shrubs, or other vegetation (except grass) may be planted or placed upon the Restricted Easement Area.
3. **Restrictions Relating to Structures.** No buildings and no other man-made structures (including, but not limited to: fences, sheds, retaining walls, play equipment, gazebo's, rock gardens and landscape boulders) shall be placed in the Restricted Easement Area without the prior written consent of the City; provided, however, nothing contained in this Easement Agreement prohibits Grantor from placing impervious pavement for driveways within the Restricted Easement Area and nothing contained in this Easement Agreement prohibits Grantor or City from placing stormwater facilities or other public utilities in the Restricted Easement Area.
4. **Restrictions Relating to Grade.** No change in the general topography of the Restricted Easement Area landscape, (including, but not limited to, excavation, movement, or removal of soil), shall be allowed without the prior written consent of the City.
5. **Duration of Easement.** The duration of the Restrictive Use Easement is perpetual, unless terminated by any of the following means:
 - a. The Restrictive Use Easement may be terminated by recordable written instrument signed by the parties.
 - b. The Restrictive Use Easement may be terminated if the City executes a written recordable release of the Restrictive Use Easement.
 - c. The Restrictive Use Easement shall be terminated if the City acquires a street easement over the Restricted Easement Area or otherwise acquires fee title to the Restricted Easement Area.
6. **No Impairment of City Rights.** Nothing contained herein shall impair any right of the City now held or hereafter acquired to construct, repair, replace, or maintain any existing or future public utilities or streets which are, or come to be placed in, on, or under the Restricted Easement Area.
7. **City Remedies.** If the Grantor fails to perform any of its covenants or obligations under this Easement Agreement, the City may avail itself of any remedy afforded by law and any of the following non-exclusive remedies:
 - a) **Specific Performance.** The City may specifically enforce this Easement Agreement.
 - b) **Notice of Non-Compliance; Cure Period.** If the City's Director of Public Works ("DPW") determines, at his sole discretion, that the Grantor has not complied with the terms and provisions set forth in this Easement Agreement, the DPW shall provide written notice to the Grantor of such

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

- c) **Payment of Costs Incurred by City.** If the Grantor fails to comply with the terms and provisions of this Easement Agreement within thirty (30) days after delivery of the written notice, or in the case of an emergency situation as determined by the DPW, the City may perform those tasks necessary for compliance and the City shall have the right of access to the Property to perform such work. The City shall charge all costs incurred by the City to perform the tasks necessary for compliance to the Grantor. The amount of costs charged by the City to the Grantor shall be the usual and customary amounts charged by the City given the task, work, or improvement performed by the City to ensure compliance with the terms and provisions of this Easement Agreement. The Grantor shall make payment directly to the City within thirty (30) days after invoicing (“Due Date”) by the City. Bills not paid by the Due Date shall incur the standard penalty and interest established by the City for utility billings within the City.
- d) **Certification of Costs Payable With Taxes.** If payment is not made by the Grantor as provided in Section 7 (c), the City may certify to Dakota County the amounts due as payable with the real estate taxes for Property owned by the Grantor in the next calendar year; such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills. The Grantor waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Property owned by the Grantor. The Grantor hereby further waive any and all procedural and substantive objections to special assessments for the maintenance costs including, but not limited to,

notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Property owned by the Grantor. The Grantor waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Grantor acknowledges that the benefit to the Property owned by the Grantor from the performance of tasks by the City to ensure compliance with the terms and provisions of this Easement Agreement equal or exceeds the amount of the charges and assessments for the costs that are being imposed hereunder upon the Property owned by the Grantor.

8. **Binding Effect.** This Restrictive Use Easement shall run with the Property and shall inure to the benefit of the Grantor and the City and shall bind the Grantor and the successors and assigns of the Grantor and shall be binding upon the City and the successor's and assigns of the City. This Restrictive Use Easement shall also be binding upon any right title or interest of the parties to the Property acquired after the date of this Restrictive Use Easement or acquired after the date of recording of this Restrictive Use Easement.

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

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

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

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

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

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

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IN WITNESS WHEREOF, the parties have caused this Restrictive Use Easement Agreement for Lot 7, Block 6, Windwood 2nd Addition to be executed as of the day and year aforesaid by its duly authorized representatives.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Michelle Tesser, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 14th day of August, 2017, before me a Notary Public within and for said County, personally appeared George Tourville and Michelle Tesser to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and 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 City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

**GRANTOR:
U.S. HOME CORPORATION**

By: _____
Jonathon Aune
Its: Vice President

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

On this _____ day of August, 2017, before me a Notary Public within and for said County, personally appeared Jonathon Aune, to me personally known, who being by me duly sworn, did say that he is the Vice President of U.S. Home Corporation, a Delaware corporation, and that the foregoing instrument was executed on behalf of U.S. Home Corporation by authority of the Board of Directors of U.S. Home Corporation.

Notary Public

THIS INSTRUMENT DRAFTED BY:

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

**AFTER RECORDING PLEASE
RETURN TO:**

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

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

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

Lot 7, Block 6, Windwood 2nd Addition, according to the recorded plat thereof on file and of record with the Office of the County Recorder, Dakota County, Minnesota.

EXHIBIT B
RESTRICTED EASEMENT AREA

A site triangle easement over, under, and across that part of Lot 7, Block 6, Windwood 2nd Addition according to the recorded plat thereof, Dakota County, Minnesota, described as follows:

Depiction of Easement Area
(Part of Exhibit B)

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: August 14, 2017
Item Type: Regular
Contact: Joe Lynch, City Administrator
Prepared by: Judy Thill, Fire Chief
Reviewed by: n/a

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED: Consider approving the attached Request for Statement of Qualifications and Proposal for Architectural and Engineering Services for Fire Station Site Design and Construction for Fire Station #2

SUMMARY

In 2010, due to anticipated population growth, the City hired DLR Group and Tri Data Corporation to complete a Needs Assessment/Station Location Study. In 2014, the City hired Five Bugles Design to complete a Programming and Feasibility Study (pre-design) for the new station. That pre-design phase of the fire station included development of a site concept plan, preliminary schedule and estimated budget. The next step is to move forward with issuing a Request for Statement of Qualifications and Proposal (RFP/RFQ) for Architectural and Engineering Services for final site design and construction.

The City Administrator and the IGH Fire Department Station Committee, made up of 8 firefighters and officers at all levels, have had an opportunity to provide input into the RFP/RFQ. The proposed outcome of this would be to develop a site specific plan which would include Schematic Designs, Cost Projections, Detailed Plans and Specifications, assistance with bid packages, and regular attendance at construction meetings.

The attached RFQ/RFP provides a proposed timeline for interviews with up to 4 finalists, a site visit for the finalists and a final review before returning to the Council on October 9 to award the contract.

Once a firm has been approved by the City Council and contract awarded, a timeline for completion of final design will be determined in coordination with the firm selected.

REQUEST FOR STATEMENT OF QUALIFICATIONS AND
PROPOSAL FOR

Architectural and Engineering Services for
Site Design and Construction
of
Inver Grove Heights Fire Station #2

August 9, 2017

REQUEST FOR STATEMENT OF QUALIFICATIONS AND PROPOSAL

Architectural Services for Site Design and Construction of Inver Grove Heights Fire Station #2

August 9, 2017

INTRODUCTION

The City of Inver Grove Heights is seeking proposals from qualified architectural firms to design a new Fire Station. This new station will be known as Fire Station #2.

In 2010, the City completed a Station Location Study due to anticipated population growth. In 2014, the City completed a Programming and Feasibility Study (pre-design) for the new station. That pre-design phase of the fire station included development of a site specific concept plan, preliminary schedule and estimated budget. The next step is to move forward with the final design and construction.

REQUIRED PRE-PROPOSAL MEETING

Respondents are required to attend a pre-proposal meeting on Tuesday, August 22 at 11:00 AM in the City Council's Chambers of Inver Grove Heights City Hall, 8150 Barbara Avenue, Inver Grove Heights, MN. The purpose of the pre-proposal meeting is to review the RFP process and requirements and will include an opportunity to ask questions.

INQUIRIES

The persons designated below shall be the contacts for inquiries regarding any aspect of this process and its requirements. Questions will be accepted until the date specified in the tentative schedule of events. All questions or inquiries should be sent via email. (Note: when emailing Judy Thill, please cc Joe Lynch as well; and vice versa)

Judy Thill, Fire Chief
jthill@invergroveheights.org

Joe Lynch, City Administrator
jlynch@invergroveheights.org

SUBMITTAL OF PROPOSALS BY US MAIL ONLY

Proposal for Fire Station Design
Joe Lynch, City Administrator
8150 Barbara Avenue
Inver Grove Heights, MN 55077

PROPOSALS MUST BE RECEIVED BY US MAIL NO LATER THAN 4:30 pm CST – September 8, 2017

I. OVERVIEW OF PROCESS AND GENERAL INSTRUCTIONS

Carefully read the information contained in this RFP and mail a complete response to all requirements, specifications and directions.

PURPOSE OF REQUEST

The City of Inver Grove Heights is seeking proposals from a qualified architectural firm to design a new Fire Station. This new station will be known as Fire Station #2. It will be essential that this firm, along with the designated project manager representing the city, work closely together to ensure coordination of all phases of the project.

OVERVIEW

The City of Inver Grove Heights covers 32 square miles with a population of approximately 35,000. The Inver Grove Heights Fire Department (IGHFD) consists of five full-time staff and 65 paid-on-call (POC) firefighters. Three full-time staff members operate out of City Hall and two out of Fire Station #1. The main response model utilized by the POC firefighters is a 3-person 24/7/365 Duty Crew (DC) Model that presently operates out of Fire Station #1. With this DC model, firefighters sign up for 4 or 8 hour shifts. As a result, temporary sleeping quarters are utilized at Fire Station #1. The DC operation and permanent sleeping quarters will be moved to the new Fire Station #2. In addition to the DC response model for scheduled shifts, the 65 POC firefighters are each assigned to the individual fire stations, based on their home address. When more than just the 3 DC Firefighters on shift are needed, the other POC Firefighters are paged and respond to their assigned stations. In 2016, the IGHFD responded to 1,324 emergency calls with that number expected to increase by more than 200 calls in 2017. Private ambulance service for the City of Inver Grove Heights is provided by Health East Transportation Services. The fire department has traditionally provided office and bay space for one ambulance crew at the Inver Grove Heights Fire Station #3. That will not change.

Presently, all operational fire services and apparatus are housed in two fire stations - #1 and #3. Administration is located in the Public Safety facility attached to City Hall. The proposed project will be an additional station to the two present stations. The original fire station #2 was located on Concord Blvd at 65th Street but was closed in the late seventies.

Inver Grove Heights Fire Station #1

The current fire station #1, located at 7015 Clayton Avenue, was constructed in 1987 on the site of the original building. On the upper level, it has a small training room, kitchen, and temporary Duty Crew sleeping quarters. The main level has three offices, dispatch room, day room and four shallow and narrow double deep bays, with only one of them having doors at both ends. The lower level has a workout room, showers, mechanical rooms and limited storage. The site is land-locked, with very limited parking and one-way travel around the station.

Inver Grove Heights Fire Station #3

The current fire station #3, located at 2059 Upper 55th Street, was constructed in 1973 and added on to in 1980. The original portion contained two bays with limited space in the upper and lower levels. The upper level includes a day room and office area for the city's private ambulance provider, Health East. The lower level includes a small workout area and two shower rooms. The main level of the original portion has two small single bays, one for Health East and one for a special trailer, and a workshop area. The 1980 addition included an administration area that has a small combined dispatch and day room, one open office area and one private office. It also includes a small training room and

kitchen. There are three double deep apparatus bays, all having doors on both ends. Mechanicals are spread throughout both sides.

FIRE STATION #2 COMPONENTS

A preliminary space needs assessment completed in 2014 identified the proposed needs for the City of Inver Grove Height's Fire Station and is outlined below. The total size of the proposed facility is estimated to be approximately 23,628 square feet with a 4,000 square foot basement. There will also be consideration of a full basement.

1. Main Level Administrative Offices – estimated 9,125 sq. ft.
 - a. Office administration area
 - b. Interior training storage
 - c. Training classroom for up to 75 at tables
 - d. Public conference room
2. Main level Apparatus Bays – estimated 8,500 sq. ft.
 - a. Apparatus bays for eight vehicles
 - b. Apparatus support area
 - c. Elevated training area with noted cold storage
 - d. Training tower
3. Second level – estimated 6,000 sq. ft.
 - a. Space for dorm rooms for paid-on-call firefighters
 - b. Support area for dorm rooms
 - c. Day room and kitchen area for all fire personnel
 - d. Workout room and locker area for all fire personnel
4. Lower level – estimated 4,000 sq. ft.
 - a. Partial basement to include mechanical room
5. Optional Price for a full basement
 - a. Would include changeable training area.
6. Optional price for vehicle access to the lower level

PROPOSED SITE FOR FIRE STATION

The site for this proposed Fire Station #2 is different from the pre-design concept. The City is in the process of acquiring the site and is expected to have the site chosen by the time a firm is hired.

SCOPE OF SERVICES

The listed services are not intended to exclude other services that the Firm believes necessary and is able to provide. Required services include:

- Sustainable design coordination
- Mechanical/Electrical/Plumbing
- Fire Suppression Systems
- Structural engineering
- Participation in value engineering process
- Geotechnical engineering
- Help facilitate finding any grant funding that may be available to help with this project including any funding available through the American Recovery and Reinvestment Act.
- Others as identified by the Firm or by the City via addenda

➤ Program Development

The Programming and Feasibility Study provided a site specific concept plan, preliminary schedule and estimated budget; however, the architect should not necessarily rely on these as being complete. The architect will need to translate the desires and intentions of any focus groups into a complete plan, resolving conflicts in design. The architect, based on past experiences, will also be called upon to suggest/explore additional enhancements to the facility.

➤ **Schematic Designs/Concept Plans**

Schematic plans and alternatives are to be prepared. Structural components and the building envelope will be important considerations along with where to site the structure. Preliminary cost projections will be required to assist the city staff and City Council as they select the preferred alternative for further refinement.

➤ **Design Development**

Upon approval to proceed to the design development stage, the architect shall prepare appropriate drawings and perspectives to illustrate the building's design. Alternatives to the design shall also be considered. A preliminary palette of materials will be identified and a cost projection will be required. The building location, approaches, parking and relationship to other site elements shall be defined.

➤ **Detailed Plans/Specifications**

Preparation of detailed plans shall be initiated following approval by the City Council of a final design. Specifications shall be done in a timely manner, providing sufficient opportunity for review by city personnel. Prior to bidding, a final construction estimate shall be prepared, a palette of materials defined and an illustration of the building prepared for presentation.

➤ **Definition of various bid packages.**

This work shall be done in concert with the project manager.

➤ **Provide typical services associated with construction.**

Regular attendance at construction meetings is expected. Frequent site inspections by the architectural team will be required to insure specifications are adhered to and to maintain a high quality of workmanship. Review of contractor's proposals for change orders and progress payments will also be required.

OTHER SERVICES

- The architectural firm will be responsible for working with the owner with selection of furniture in office areas and public spaces and all signage which is included in this project.
- The architectural firm will provide landscape design and coordination using low impact development elements as approved by the City.
- Assist the owner in projecting operational costs of the facility and of various components.
- Assist in expediting the final punch list and provide warranty follow-up and compliance for those items that may fail because of defect in workmanship or design.

SERVICES TO BE PERFORMED BY OTHERS

- If the site is to be served by public utilities, the sanitary sewer and water would be provided by the City to the lot line for connection by the building contractor.
- The City of Inver Grove Heights' Engineering Department will provide construction inspection of all site work (grading, erosion control, drainage, sidewalks, driveway, curb/gutter, parking lot pavement).

- The City of Inver Grove Heights' Engineering Department will also review and approve plans before going out for construction bid. The architect will play a significant role in locating these site components.
- The City of Inver Grove Heights Building Inspection Division would provide inspection of on-site utility inspection.
- Additional soil borings and analysis that may be required will be provided through contractual services of the City.

RELEVANT INFORMATION

Minimum Requirements for Submitting Firms

It is the City's intention to utilize a Quality Based Selection process that focuses on reviewing proposals only from firms who are qualified to perform the services described within the RFP specific to the needs of the Inver Grove Heights Fire Department. Therefore, as Firms consider whether to provide proposals for this project, please consider the following items as minimum requirements necessary to be considered for short listing and final selection:

- Interested Firms must demonstrate experience in incorporation of sustainable design within fire stations.
- Firms must have experience developing training components specific to fire services.
- Firms must have experience in design of fire station facilities with sleeping quarters.
- Proposed staff must be available and assigned to project if firm is selected.

REQUIRED PRE-PROPOSAL MEETING

Respondents are required to attend a pre-proposal meeting on Tuesday, August 29, 2017 at 11:00 AM at Inver Grove Heights City Hall, 8150 Barbara Avenue, Inver Grove Heights, MN. The RFP process and requirements will be reviewed and will be followed by a question and answer session. Proposals from firms that do not attend the meeting will not be considered.

SITE VISIT

A mandatory site visit will be conducted for short-listed firms only. This will be tentatively scheduled for the week of September 18, 2017.

QUESTIONS AND INQUIRIES

Questions will be answered by email about the RFP at the pre-proposal meeting, and by email to the designated contact for the RFP until 1:00 pm on September 7, 2017. Responses to written questions which involve an interpretation or change to this RFP will be issued in writing by addendum and emailed to all parties recorded by the City as having received a copy of this RFP and attended the pre-proposal meeting. All such addenda issued by the City prior to the time that proposals are received shall be considered part of this RFP.

Only additional information provided by formal written addenda shall be binding. Oral and other interpretations or clarifications will be without legal effect.

NO CONTACT

Proposers are prohibited from contacting any elected official or other city employees for purposes of lobbying to secure this contract.

PROJECT TIME LINE

A proposed project time line has been prepared. While a critical opening date for the Fire Station has not been defined, there is a strong desire to have the facility open in the second half of 2018. The City expects the architect to commence work immediately on the project.

RFP Issue Date	August 15, 2017
Required pre-proposal meeting	August 29, 2017
Questions accepted by email about the RFP until 1:00 PM	September 7, 2017
Proposals Due by 4:30 PM	September 8, 2017
Committee selects top candidates for interviews	Week of September 11, 2017
Interviews conducted	Week of September 18, 2017
Mandatory site visit	Week of September 18, 2017
Council meeting to award contract	October 9, 2017

PROPOSAL SUBMISSION BY US MAIL ONLY

Proposal for Fire Station Design
Joe Lynch, City Administrator
8150 Barbara Avenue
Inver Grove Heights, MN 55077

Do not submit proposals to any other person or location by any other method. Proposals sent to any other person or location (or with an improper subject line) cannot be guaranteed to remain unopened until the proposal due date and time. Moreover, if sent to any other person or location, the proposal cannot be guaranteed to be forwarded to the Contact Person for this project and therefore may not be considered.

Proposals shall be received no later than 4:30 p.m., September 8, 2017. Please submit five copies of the proposal for the selection committee's review. Firms' proposals must be limited to 25 pages, including cover letters, resumes, approach, and project experience. Covers and tabbed dividers are excluded from the page limitation, but if tabs contain proposal content other than the name of the tabbed section, the tabs will be counted against the 25-page limit.

- **Late submissions will not be considered.**
- **Attachment A must be signed by an authorized representative of your company.**
- **Unsigned submissions WILL NOT be considered.**

PROPOSAL

Interested qualified firms should submit a proposal that contains the following information in the exact order outlined below.

1) Cover Letter – 1 page

- a. The cover letter must acknowledge that the Firm meets the minimum requirements listed above and affirm that proposed team members are available and will be assigned to the project if shortlisted.
- b. Clearly identify the firm, address, telephone number, contact person responsible for the proposal, and e-mail address.

- 2) Team Overview
 - a. Identify all individuals and other firms involved and responsibilities of each.
 - b. Demonstrate team's organization. Identification of project lead and project team.
 - c. Highlight firms' teaming history and pertinent teaming experiences (especially on fire stations).
 - d. Provide resumes for key team members and Minnesota registrations. (No more than one page for each resume.)
- 3) Project Experience
 - a. Demonstrate how Firm has incorporated sustainable design within fire stations. Highlight specific sustainable components.
 - b. Highlight fire station projects. Include budget and schedule estimates, final budget and schedule information, and client reference information. Identify Firm's staff assigned to these past projects who are assigned to this project. Identify those projects that contain dormitories/sleeping quarters.
 - c. Describe how Firm incorporated fire services training capabilities into fire station facilities.
- 4) Project Approach
 - a. Identify the challenges specific to this project and how Firm will address them.
 - b. Describe how Firm will maintain the schedule and budget. Be specific about how to accomplish schedule and budget goals.
- 5) Schedule

Identify key milestones and opportunities for scheduling efficiencies.
- 6) Cost – **SEALED SEPARATE ENVELOPE**

Provide the cost to complete anticipated services to complete this project. Provide a cost break-out for each project phase. Include separate amounts for optional scope items including the full basement and full basement with access road. This sealed separate envelope will not count as part of the 25 page maximum.

EVALUATION CRITERIA

A selection committee, comprised of city staff will review all submissions. Selected firms will be invited for an interview. The firm selected for an award may not necessarily be the lowest bidder. Rather, the selection will be based upon the proposal that is responsive, responsible and the most advantageous to the City as determined by the City, in its sole discretion. The City intends to award a contract subject to the terms of this RFP, to the best overall value firm. Firms will be prioritized based on past experience and performance, current performance capability, fees and other criteria as outlined in this document. The City anticipates that all firms will have a fair and reasonable opportunity to provide service.

The City reserves the right to add/delete/modify criteria or items, via an addendum, if it is in the City's best interest, as determined by the City in its sole discretion.

PROPOSAL EVALUATION AND SHORTLISTING

Firm proposals will be reviewed to ensure that their teams meet the stated minimum requirements. Proposals that do not comply with the outlined order are subject to disqualification. The City of Inver Grove Heights will then review and evaluate each proposal, and selection will be made on the bases of the criteria listed below.

1. Proven management skills and technical competence including specialized experience in the

- Architectural design of fire station projects in Minnesota of similar scale and complexity.
2. Credentials of project team, including: lead designer's and major subconsultant's portfolio of related projects; history of the proposed team working together on past projects.
 3. Firm presence in the Upper Midwest with recent (10 years) successfully completed projects in Minnesota.
 4. Clear understanding of the functional and operational aspects of the fire service, emergency operations and fire service training
 5. Design philosophy and approach to design in general
 6. General responsiveness and clarity of proposals.
 7. Ability to demonstrate experience with sustainable design.
 8. Use of processes to incorporate fire department staff ideas into all stages of programming and design
 9. Response to interview questions.
 10. The selection committee intends to shortlist no more than four firms for interview. The City tentatively anticipates conducting interviews the week of September 18, 2017.

ACCEPTANCE/REJECTION OF PROPOSALS

The City of Inver Grove Heights intends to enter into a contract with the architect firm which best satisfies the needs of the City. This RFP does not commit the City to award contract or share in any expenses of preparing these proposals. The City reserves the right to reject any or all proposals wholly or in part and to waive any technicalities, informalities, or irregularities in any proposal at its sole option and discretion. The City reserves the right to request clarification or additional information. The City reserves the right to award a contract or re-solicit proposals or to temporarily or permanently abandon the procurement.

The selected firm will enter into a standard contract (as modified by the City) with the City of Inver Grove Heights. The selection committee will present recommendations to City Council. The Council will make final selection.

OWNERSHIP OF PROPOSAL

All materials submitted in response to this request become the property of the City and may become a part of any resulting contract. Award or rejection of a proposal does not affect this right.

RELEASE OF CLAIMS

Under no circumstances shall the City be responsible for any proposal preparation expenses, submission costs, or any other expenses, costs or damages of whatever nature incurred as the result of a Respondent's participation in this RFP process. The Respondent understands and agrees that it submits its proposal at its own risk and expense, and releases the City from any claim or damages or other liability arising out of the RFP and award process.

PUBLIC PROPOSAL OPENING

The City will save the unopened proposals and only open them on the due date and time indicated. Respondents may attend the proposal "opening." Names of the Respondent's and Attachment A of the proposals will be made public at the opening.

DURATION OF RESPONDENT'S OFFER

The proposal constitutes an offer by the Respondent that shall remain open and irrevocable for the period of 90 days from date shown on Respondent Proposal.

ERRORS IN PROPOSAL

The City shall not be liable for any errors in Respondent's proposal. No modifications to the proposal shall be accepted from the Respondent after the submittal date and time. The Respondent is responsible for careful review of its entire proposal to ensure that all information is correct and complete, Respondents are responsible for all errors or omissions contained in their proposals.

WITHDRAWING PROPOSALS

Respondents may withdraw their proposal at any time prior to the submittal deadline by submitting a written request to Joe Lynch for RFP Inquiries, as indicated on the submittal guidelines page. The written request must be signed by an authorized representative of the Respondent. The respondent may submit another proposal at any time prior to the submittal deadline. No proposal may be withdrawn after the submittal date and time without approval by the City. Such approval shall be based on the Respondent's submittal in writing, of a reason acceptable to the City in its sole discretion.

ADDENDUMS

The City reserves the right to issue an addendum to the RFP at any time for any reason. If any addenda are issued such addenda shall be issued by the City prior to the time that proposals are received and shall be considered part of the RFP.

RESPONSIBLE PROPOSERS (RESPONDENTS)

The City reserves the right to award project contracts only to responsible Respondents. Responsible Respondents are defined as firms that meet the requirements of this RFP and demonstrate the financial ability, resources, staffing, skills, capability, willingness, and business integrity necessary to perform the contract. The City's determination of whether a Respondent is a responsible Respondent is at the City's sole discretion.

NOTIFICATION OF AWARD

If the City makes an award as a result of this RFP process, the City will deliver to the selected Respondent, a notice of selection. The resulting contract shall consist of (but not limited to):

- The terms, conditions, specifications, and requirements of this RFP and its attachments;
- Any addenda issued by the City pursuant to this RFP;
- All representations (including, but not limited to, representations as to performance, and financial terms) made by the Respondent in its proposal and during any meeting(s) with the City;
- Any mutually agreed upon written modifications to the terms, conditions, specifications, and requirements to this RFP or to the proposal.

Attachment A

RESPONDENT PROPOSAL

The firm hereby proposes to provide Architectural and Engineering Services and other Services as specified within the scope of service at the rates shown below.

Based on the scope of work for this proposal, please provide your fixed fee. Please provide your estimated total reimbursable expenses.

Fixed fee: _____

Reimbursable expenses: _____

Shaded area below will be redacted and replaced with a Respondent identification code prior to evaluation.

Firm: _____

Contact: Telephone Number and Email Address: _____

City/State/Zip: _____

Date: _____

Authorized signature: _____

Name and Title (printed): _____

For Official Use Only	
Respondent Identification Code	