

INVER GROVE HEIGHTS CITY COUNCIL AGENDA

Monday, August 27, 2018

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 of August 6, 2018 Work Session Meeting Minutes

ii. Minutes of August 13, 2018 Council Meeting Minutes

B. Resolution Approving Disbursements for Period Ending August 22, 2018

C. Consider Approval of Temporary Liquor License – Church of St. Patrick

D. Consider Awarding Contract to Diversified Construction Midwest Inc. for VMCC/Grove Bathroom Remodeling Project

E. Consider Pay Request No 1 – West Rink Floor – West Rink Renovation Project – City Project 2017-1722

F. Consider Change Order No 1 – Dasher Board Package – West Rink Renovation Project – City Project 2018-1722

G. Consider Declaration of Property for Heritage Village Park (SG-2010-049 & SG-04273)

H. Approve Resolution relating to the Development Contract, Storm Water Facilities Maintenance Agreement and related agreements for the plat of Scenic Hills

I. Approve Resolution relating to the Development Contract, Storm Water Facilities Maintenance Agreement and related agreements for the plat of Robert Curve Second Addition

J. Consider Pay Voucher No. 1 for City Project Nos. 2015-03 – 65th Street Reconstruction, 2017-03 – Watermain Improvements 65th Street Loop and 2017-24 – T.H. 3 Intersection Improvements for 65th Street

K. Consider Pay Voucher No. 3 for City Project No. 2015-09D – Broderick Boulevard Reconstruction, City Project No. 2017-21 – VMCC/Golf Course Parking Lots, City Project No. 2018-08 – Fire Station No. 2 Sewer and Water Improvements, and City Project No. 2018-11 – Fire Station No. 2 Fiber Optic Improvements

L. Consider Pay Voucher No. 1 for City Project No. 2017-09E – 93rd Street and Abigail Court Area Reconstruction

M. Consider Pay Voucher No. 1 for City Project No. 2018-04 – Arbor Pointe PUD Shared Street Light System Improvements for Street Light Removal (Phase 1)

N. Consider Pay Voucher No. 1 for City Project No. 2018-08 – Fire Station No. 2 Sewer and Water Improvements and City Project No. 2018-11 – Conduit for Fire Station No. 2 Fiber Optic Improvements

O. Consider Change Order No. 1 for City Project No. 2018-08 – Fire Station No. 2 Sewer and Water Improvements and Conduit for City Project No. 2018-11 – Fire Station No. 2 Fiber Optic Improvements

- P. Consider Final Compensating Change Order No. 1, Final Pay Voucher No. 1, Engineer's Final Report, and Resolution Accepting Work for City Project No. 2018-09A – Crackseal
- Q. Consider Pay Voucher No. 1 for City Project No. 2018-09B – Sealcoat
- R. Resolution Receiving Bids and Awarding Contract for the Public Works Maintenance Facility HVAC Improvements
- S. Consider Resolution Receiving Quote and Awarding Contract for the 2018 Raingarden Inlet Retrofits
- T. Consider Resolution Accepting Proposal for Stormwater Review and Construction Observation Services from Barr Engineering Co. for the Industrial Equities Development
- U. Approve Promotion of Scott Gubash to Water Plant Operator
- V. 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 HEARING:**

7. **REGULAR AGENDA:**

I. **COMMUNITY DEVELOPMENT:**

A. **CHRISTOPHER CHAVEZ;** Consider a Resolution relating to a Variance from maximum fence height in the front yard and to allow a solid fence within the front yard

B. **IMH FINANCIAL CORPORATION;** Consider a Resolution requesting an additional two year PUD extension for the Hannah Meadows Planned Unit Development

II. **PUBLIC WORKS:**

C. **CITY OF INVER GROVE HEIGHTS;** Consider Authorizing Distribution of the Draft Fourth Generation Inver Grove Heights' Water Resources Management Plan (WRMP)

8. **MAYOR & COUNCIL COMMENTS:**

9. **EXECUTIVE SESSION:**

Executive Session Pursuant to Minn. Stat. § 13D.05, Subd. 3(c)2 & 3:

Discuss Doffing Ave. Property Acquisition Related to Heritage Village Park for Property Located at:

- i. Hay – No address – 20-36500-31-050

10. **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, AUGUST 6, 2018 6:00 PM - 8150 BARBARA AVENUE**

A. CALL TO ORDER:

The City Council of Inver Grove Heights met in a Work Session on Monday, August 6, 2018, in the Inver Grove Heights Council Chambers. Mayor George Tourville called the meeting to order at 6:00 p.m. The Pledge of Allegiance was recited.

Roll Call: Present were Mayor Tourville; Councilmembers Bartholomew, Perry, Piekarski Krech, and Hark. Staff: City Administrator Joe Lynch, Community Development Director Tom Link, Incoming Community Development Director Janice Gundlach, City Attorney Tim Kuntz, Public Works Director Scott Thureen, Finance Director Kristi Smith, Fire Chief Judy Thill, Police Chief Paul Schnell, City Engineer Tom Kaldunski, Assistant City Engineer Steve Dodge, and City Clerk Michelle Tesser.

Absent: Recording Clerk Sheri Yourczek

1) 2019 BUDGET AND 5 YEAR STRATEGIC PLAN

Kristi Smith, Finance Director, introduced the item stating that budget document, Exhibit A shows the Calendar for the remainder of 2018 as follows:

- September 4: Budget Work Session with information regarding Cash Balances, Fund Balances and Reserves, Debt Service Handouts - Base Budget Benefited Positions by Department, Base Budget FTE Benefited Positions, and Base Budget Hours and FTE Non-Benefited Position.
- September 10: City Council meeting where Preliminary Budgets and Tax Levies are set.
- September 28: Final Date to Certify Proposed Tax Levies & Budgets to Dakota County.
- October 1: Budget Work Session with information brought forward on Recreation, the Community Center, Golf, ADA, EDA, and TIF Fund.
- November 5: Budget Work Session with information on Water, Sewer, Storm Water, Internal Service Funds, Central Equipment Replacement, and CIP.
- Between November 10 and November 24: Dakota County sends out Parcel Specific Notices for Budget Meeting.
- December 3: Budget Work Session for Final review of 2019 Budget and Tax Levy.
- December 10: City Council Truth-in-Taxation Public Hearing Adopt Pay 2019 Final Budgets & Tax Levies.
- December 28: Final Date to Certify Final Tax Levies and Budgets to Dakota County.

She stated that Exhibit B shows the Market Value Comparison versus the Net Tax Capacity and that one of the questions posed at a previous meeting was regarding the significant decline in Commercial. She stated that Dakota County said it was due to a combination of the classification of properties with Commercial having a decrease of 10.6%, with Industrial up 42.3%.

Exhibit C shows the Proposed Tax Levies and the Actual Adopted Tax Levies for 2016, 2017 and 2018, as well as the Base Levies including the Debt Service.

Exhibit D shows information for 2016, 2017 and 2018 estimates. The increase was limited to 2% of the tax rate which allowed the collection of over \$1.8 million dollars in taxes due to valuation changes.

She stated that Exhibit E was missing from the packet and was to include the tax comparison from 2018 to 2019 for the 2%. She commented that she would email that information out tomorrow.

Exhibit F & G includes the impact to tax parcels for the base budget only and the base budget plus all additions proposed.

She stated that the next item for discussion is the General Fund Budget Summary which offers a quick glimpse for each of the departments. Individual summary pages follow, as well as EDA, storm water, water/sewer and all related funds.

She also spoke about the 2019 General Fund Department requested editions, which is everything that the Budget Committee has heard requests from other departments as they relate to the General Fund budget.

Finance Director Smith stated that she would leave the General Fund budget page summary up for any questions.

Councilmember Bartholomew asked about the amount of \$1,219,000.00 is in wage increases and if that was wages only or if it included medical.

She responded that it was wages and all related benefits.

Fire Chief Judy Thill stated that the highest priority for 2019 was to hire four full-time personnel that consists of one full-time Inspector and three full-time Shift Captains. She stated that when she began, the Fire Marshall had been the only prevention employee for the past 33 years. The present Fire Marshall deals with plan reviews, inspections of new construction, fire investigations, public education, juvenile counseling, complaint follow-ups, liquor license inspections, and hood inspections. Due to this they have no time for existing construction and a large majority of them have not been inspected in several years.

She stated that they do not have a backup when the Fire Marshall is out of town. The Fire Marshall notifies all contractors that he is gone prior to leaving so that things are cleared up before he goes. When problems arise, he has had to be called while away, or people are made to wait until his return. She stated that they have also tried to take away the time burden on the Fire Marshall with ideas such as having a County-wide Fire Investigation team, but after a few years that team folded. They also tried a company inspection program, but those numbers also declined.

She stated that she looked into questions previously posed by Councilmembers. One question asked about using a questionnaire to get things moving along on the inspection process. She responded that the process would require a person to look at those forms when they come back and make sure they were completed. Filling out forms requires an honor system, which does not always work.

She stated that they also looked into having a contract company do the inspections. This option had several concerns, the first being that they would need to look at having one or two specific Inspectors from the contract company to get consistency and quality Inspectors. There was also a chance the contracted company would change the Inspectors year after year so there would be no repertoire build-up.

She stated that they are looking for three full-time Shift Captains. They have received two resignations this month and are at a deficit that is hard to recover from. Since 2007 they have lost four to five Firefighters per year. In 2017, they lost nine and out of 45 applicants they were able to hire three. She stated that they have lost seven Firefighters this year and that there are several more planning to retire in the next 6-12 months. She stated that they have made conditional job offers but won't have the final numbers until they make it through the process.

She stated that the Duty Crew is made up of 65 Firefighters and having 55 or fewer means there is not enough to fill the shifts. They have 47 who can fill the shifts as regular Firefighters. She stated that there are open shifts and not enough trained personnel to fill the Driver/Engineer and Officer positions. Several

Firefighters that have left filled those positions. It takes new Recruits a minimum of two years to get up to their basic training, an Engineer takes three to four years and Officers take four to five years.

She stated that vacations for full-time Captains are covered with paid on-call Officers. They would reduce the total paid on-call Firefighters from 65 to 60. There are also looking to eliminate the present paid on-call Captains and keep paid on-call Lieutenants.

She stated that she also requested in 2019 there be a .50 cent increase for all paid on-call Firefighters taking them from \$13.00 per hour to \$13.50. Recruits have not had a raise in over five years so an increase of \$1.00 per hour would take them from \$11.50 to \$12.50 per hour. Additional fund requests are in the packets.

Budget items were covered between Councilmembers, Finance Director Smith, and Chief Thill.

Councilmember Bartholomew asked for the methodology in arriving at those numbers.

Councilmember Piekarski Krech asked if they have considered expanding the area beyond ten minutes. She asked if it could be percentage based.

Fire Chief Thill responded that once they start going out further and further you start losing out on the people that are closer in. She commented that other Cities are having similar issues with staffing. She responded about the percentage-based option stating that they do not know what percentage would be able to show up at any given time. She commented that she would be willing to write down her thoughts on the matter if that would be helpful.

Councilmember Hark asked how much of the turnover could be tied to the hourly wage for Recruits and how \$11.50 an hour compared to other departments.

He asked if it was possible to prioritize the backlog with inspections. He commented that some are more important than others and asked if they could bring in some temporary outside help to deal with those that are most important.

Chief Thill responded that the wage for Recruits has been \$11.50 for five years and that most Fire Departments use that wage as a standard. She commented that she didn't think the turnover was tied to the hourly wage and that paid on-call Firefighters don't do this for the money.

She responded to the inspections portion stating that she didn't want to hire people to get the backlog out of the way. She wanted quality people coming in. A full-time Inspector would start with those higher priorities and over time, build a repertoire with the business owners.

Mayor Tourville asked if they were going to adjust the job description in reference to a Fire Marshall versus a Fire Inspector. He commented that it sounded like they are doing okay with new construction, but doing nothing with existing businesses.

Chief Thill responded that they would go to a Supervisor level employee. She stated that the Fire Marshall has an overtime budget and utilizes that by September, the rest is used as comp time.

Mayor Tourville commented that it would be helpful to get her thoughts on paper for them to look over. He commented on the budget additions and that he doesn't see how they could approve \$1.5 million.

City Administrator Joe Lynch stated that he asked the department heads to give their number one priority for each of their departments. He commented that at the end of this discussion you can give them direction on

the items you want to examine further and items you are not going to consider. He stated that it would be helpful to know the items you are most likely to continue with so that they can keep them in the budget and apart of the discussion.

Police Chief Paul Schnell stated that they have one position that is 19 hours per week and is assigned to records. Their goal would be to add an FTE Property Evidence Technician. The property room is managed by one of the Investigators and having a separation of control of people who are using evidence in criminal cases is best practice. He stated that the secondary consideration for the position would also be the management of the video evidence.

He stated that he is proposing the creation of a Police Cadet Program that includes a vehicle and salary cost. This would entail the hiring of five-16 hour per week Cadets, who would be Law Enforcement students that would not exceed employment of up to three years. They would assist with animal control, rental registration/compliance, parking enforcement and increase patrol compacity. They could also handle the transporting of arrests, allow an increase in the recruitment of women and candidates of color and improve the connection with the Law Enforcement Program at Inver Hills Community College.

Councilmember Piekarski Krech asked how the Cadet Program works with the Union.

Chief Schnell responded that they would be subject to Union Membership. The three-year term was something that the Union has agreed to as well as the limitations they have set.

Councilmember Bartholomew asked if the amount of \$141,500 was for all candidates.

Chief Schnell responded that is for five Cadets working 16-hours a week which equals 80 hours of coverage Monday through Friday.

Chief Schnell stated that hiring for these positions has been a growing issue and will become more difficult. Several Cities are planning to implement viral hiring programs, which pulls good people from other smaller Communities into larger ones. They feel that will have an impact on a City like this. He stated that the number of people entering Law Enforcement programs is way down and that the Cadet Program would allow them to connect with them before they get out of school.

Police Chief Schnell stated that another funding issue would be telematics. One of the reasons they believe that telematics will have a return on their investment would be because this would be an opportunity for them to reduce their idle cost. There are things they can do for this from a management standpoint such as looking at how vehicles are stored, etc. A reduction in idle costs could save about \$4,000 to \$5,000 a month.

Councilmember Piekarski Krech asked if they could use the GreenSteps program for that.

Chief Schnell responded that GreenSteps could be used in obtaining some of the data, but that there could be a challenge in getting beneficial data such as how it is being operated. The total goal is improving safety and reducing costs.

City Administrator Lynch stated that there are four items on their budget request as follows:

1. Organizational Review. This would be an opportunity to determine the right alignment and number of direct reports to the City Administrator position and how to reduce the reports. Based on conversations with three companies, the amount would be less than the \$40,000 estimate.
2. Outsourcing of the Minutes. With the Election taking place in 2020, beginning in March it would be beneficial and helpful for the City Clerk to have an individual do the minutes. This goes along

with a Community Development request that we have an individual who is doing the service and may be interested in expanding their roles of taking minutes within the City.

3. The Personnel Policy Update has not been reviewed for some time. This could be reviewed and revised to make sure and eliminate language that is out of date and out of practice.

4. The Wellness Committee. The City is trying to help our employees reduce the potential for illness and injuries. They would work on ways to benefit them and reduce our workers comp costs.

Mayor Tourville commented that we could spend money to have someone take a look at what is going on, but that there needed to be a lot more input from the group. He stated that he wasn't against it, but if there wasn't a mindset to do as they are suggesting you've wasted the money thinking you are going to reorganize. He felt that there needs to be more discussion with this group to see what their thoughts are.

Councilmember Piekarski Krech stated that she has asked what the organizational structure is and if there were any areas where departments can cross over. She commented that it was one of the detriments that came out of a study that was done years ago.

Public Works Director Scott Thureen stated the following items for consideration:

1. Personnel. Hiring of a third street helper as a temporary employee to assist with street and storm maintenance during the warm weather season.
2. Purchase Services and Supplies for Streets. The need for additional contract assistance for street sweeping. Primarily within the first two weeks in the spring and the last two weeks in the fall.

He stated that while it's not a part of the General Fund budget but related to streets, the Council will be seeing a request for a new plow truck. He stated that they currently have eight routes but need to transition to nine routes.

Councilmember Piekarski Krech asked about confined space entry equipment.

Public Works Director Thureen responded that it was equipment that would be used, for example, if you are going to enter a manhole. It is a tripod with a harness and a wench system. It also includes a battery-operated blower that sends fresh air down the manhole. This request would allow Engineering to have one.

Councilmember Bartholomew asked what the outside budget was for street sweeping. He commented that it would be helpful to know the total they spend on contracted street sweeping.

Public Works Director Thureen responded that contracted services would be between approximately \$130,000 to \$140,000. They fund approximately \$60,000 out of storm water for street sweeping.

Barry Underdahl, Public Works Superintendent stated that the total contracted out was in the amount of \$188,000 and that it was not just for street sweeping.

Councilmember Hark had a question under personnel related costs for the street helper in the amount of \$11,900. He asked if that would be used across the entire 12 months or just seasonal?

Finance Director Smith responded that it would be wages plus benefits but would not have health insurance benefits.

Finance Director Smith stated that she has three requests under Finance this year as follows:

1. The Financial Management Plan. \$30,000 for the first year with additional dollars needed in the second year to get that completed. This provides a more comprehensive tool to see decisions and the impact City-wide.

2. Senior Accountant Shannon Battles, getting CPFO (Certified Public Finance Officer) Certification, which is more specific to the tasks and duties related to local Government. This would be for testing and materials to take the exam.
3. Accounting Technician Jenny Blackbird, for education reimbursement for classes to continue to pursue her Bachelor's Degree.

Mayor Tourville asked if there was a policy on education and where we think it is appropriate to reimburse. He asked if they also had to guarantee that they would continue to work for a given period of time. Finance Director Smith responded that there is a policy on education reimbursement, but that this would not be a degree she could receive from a College or University. She commented that they do some licensing for utility workers in order to get Class licenses but that she wasn't aware of any specific policies in regards to licensing.

City Administrator Lynch stated that there is a policy in place for traditional education reimbursement for seeking a Masters or Bachelor's Degree. He stated that there are several criteria that has to be met, one of which is that the money has to be in the budget.

He stated that licensing is not the same path, but that one would be furthering their skillset in a particular area. The criteria there is that it has to be in the budget. The Supervisor needs to determine whether it is directly related to the work they do.

Councilmember Hark stated that in the financial management plan, it lists a price of \$30,000, and then there are additional costs after that. He asked what the end product would be and what would be involved a year from now.

Financial Director Smith stated that at the end of this they would not only have a report, but would also have a comprehensive Excel tool that she could go into and see what the impacts are. She commented that right now she has to go back to Ehlers to see the information, but with this tool, she could do it internally.

She responded that it is a little bit of fine tuning, but also because of the number of funds they have going forward they will break them up over two years. The remainder of the funds will be incorporated into this in the second year.

She responded from a staff perspective it probably would not save time, but that it would give them a better tool to work with the Council and related departments to understand all requests. The Senior Accountant and herself would primarily be using it as a tool.

City Administrator Lynch stated that it would be taking what you currently see in your CIP and including things you do not see in there, such as cash balances, the Host Community Fund and the debt. They would be using it as a decision-making tool to get that information to the City Council. It could also be used from a management perspective to see five-year implications. He commented that this was in alignment to achieve financial planning and budgeting so that we have a proactive document. It would be used by many departments and that the City Council would use it to review to aid with giving direction to Staff. It would be used as a budget and decision-making tool going forward.

Mayor Tourville stated that the system has the capability, but we need to add software. He asked if it was the Ehlers training that we needed to put into these other functions.

Finance Director Smith stated that to her it would be a very comprehensive and detailed Excel Spreadsheet that contains multiple spreadsheets that are all linked together. There are no licensing or maintenance agreements.

City Administrator Lynch stated that they would essentially build the template and turn it over to us to manage and that it becomes our document. It is basically a Consultant building a template.

Mayor Tourville commented that this needed to be negotiated a little bit better especially since they will be working with them for more than a year. He can't see paying that much to make things only a little bit better.

Parks and Recreation Director Eric Carlson stated there are two requests for the Parks Department as follows:

1. \$45,000 for the Parks Capital Replacement Fund. \$30,000 would be used for existing park amenities currently in the system today that are underfunded by \$30,000 annually. The other \$15,000 would be for Heritage Village Park and the off-leash dog park that they will be building shortly. These items will be a part of the Capital Replacement Fund when they are completed in November.
2. \$20,000 for contracted mowing. They would hire a contractor to do about 10 to 15 acres of grass cutting in the City during the mowing season to avoid additional Staff and equipment to keep up with the workload.

Councilmember Piekarski Krech commented that the dog park should do its own operations and maintenance.

Parks and Recreation Director Carlson responded that this wasn't an operations and maintenance request, this was for long- term capital replacement.

Councilmember Piekarski Krech commented that they need to include that as well. She commented that she voted for it, but that the rest of the money would need to come from fees.

Parks and Recreation Director Carlson stated that when he presented the numbers to the City Council when the construction was approved, he estimated that they would be short on operating. That did not include capital replacement costs.

Mayor Tourville commented that if they needed to move forward with the dog park they need to treat them the same as they treat other activities and programming. He commented that they should have further discussion about replacement, licensing, and uses.

Councilmember Bartholomew asked about the request for \$20,000 for mowing, and the \$35,000 for recreation.

Parks and Recreation Director Carlson responded that \$45,000 is for the Parks Capital Replacement Fund. \$30,000 of that is for existing amenities in the parks system and \$15,000 of that is for the new amenities that will be at the dog park once completed. There is \$20,000 for contracted mowing. \$35,000 for the Recreation Master Plan will be brought forward at a future Council meeting.

Community Development Director Tom Link stated that his only priority was for \$4,100 for the position of Recording Secretary. The Recording Secretary would do the minutes for the Planning Commission meetings to relieve some of the workload for Kim Fox, whose workload has increased and this item would make her more available for other tasks. The Recording Secretary would be similar to what is done with the Parks and Recreation Commission currently.

Mayor Tourville asked if there would be a possibility of bundling the position.

City Administrator Lynch responded that it could be a possibility and that they would need to contact the individual to see about their availability.

City Administrator Lynch stated that back in April there was a discussion with the department heads about their priorities. He stated that they put the costs behind those items to give the City Council a glimpse of what those decision points may look like along with their five-year impacts.

The General Fund budget was displayed for the Council to view. He stated that within each category there are other budgetary implications. For example, in Technology, there will be a request for consideration of a Network Administrator position.

He stated that they are pulling together, by department, the five-year figures from 2019 to 2023. He displayed a graph representation of the departments by color so they can see the changes over the years.

Councilmember Bartholomew asked for copies of the documents shown.

City Administrator Lynch responded that they can get them copies. He stated that they would need decision points from the Council this evening as those have an impact on the numbers in this report.

Councilmember Bartholomew stated that he would like to have some of these numbers in front of him to make a better decision. He commented that he appreciated the graph model charts that shows how everything fits into the entire levy. He didn't feel they could decide on budget additions tonight.

Councilmember Hark asked about the graph they are looking at and if it was the kind of tool that Ehlers would be putting out.

Finance Director Smith responded that it would be a starting point in getting to that document.

City Administrator Lynch stated that they will be meeting with department heads this week to talk about funding priorities and the reduction of \$1.5 million dollars. He stated that they would be moving it back toward the number the City Council directed in May which was \$1.8 million and what that would mean in the changes that they would need to make to their budget.

Councilmember Bartholomew stated that his priority is with Fire and Police, and then Public Works.

Councilmember Piekarski Krech asked if the \$1.3 million-dollar amount was through current staff and salaries going into 2019 or if that included some of the additions.

Finance Director Smith responded that was the General Fund impact to personnel costs. For example, the Systems Administrator gets factored into the base. It is not for any other purpose than for convenience on her side. The \$1.3 number is just current staff and next year's budget numbers. The Fire and Cadet program are not included in that number but that it does include the IT items.

Mayor Tourville stated that it starts out at \$1.3 million and the new additions to personnel would be about \$600,000 of that. He wasn't sure if that was affordable. He asked that Staff does a little bit more vetting and looking at how we get to that point.

3) DAWN WAY/CONCORD BUS ROUTES

Community Development Director Link stated that Scott Thompson is here from Met Council Transit and will be discussing possible modifications and requesting your feedback. He stated that we have been talking about getting transit down on Concord for both the existing neighborhood and for future redevelopment. The existing development could include the manufactured home park. The information before you will impact service to the College, Walmart, and Dawn Way, as well as service to the apartment complex on 50th Street and Ashley.

Scott Thompson stated that he is a Senior Transit Planner and Service Development at Metro Transit. They do the day to day service planning and plan from today out two to three years. He is here to speak about service changes to Route 71 as well as other service changes.

He displayed a map of color coded stops and stated that the service in Inver Grove Heights, called the Gold Route/Route 68, operates seven days a week and has three terminals located at Arbor Pointe, Inver Hills College, and at 80th and Concord. The Route 75/Red Route, runs weekdays from St. Paul by Robert Street, Ashley Lane, 50th Street, and Babcock Trail, by the Lake Cove Apartments. He stated that there are numbers listed on the map that show ridership which is counted through their automated passenger counters. Each bus stop is Geo-coded and has location information so that they are able to determine the riders on and off at each bus stop.

He stated that the first change they are planning for August 20th would be the elimination of Route 71 service from Inver Hills College down to Arbor Pointe. They would keep Route 68 there.

He stated that Route 71 on Concord, and in seeing the redevelopment plans, they thought they could talk about the ridership information on Dawn Avenue and the idea that if they could reroute Route 71 to serve the developments, and what the impact would be on existing customers. The question to present would be if it would make sense to change the route knowing it would impact some riders.

Mr. Thompson stated that Route 75 has a couple of operating concerns. Service into Lake Cove Apartments was established in the late 70's. There has been a difficult issue in that buses don't go back there in the winter as the driveways are too narrow and not designed for busses. More recently, there is another way through Babcock through a new development which would solve that operating issue.

He stated that another item involves operation along Ashley Lane. With the heavy car park on both sides of the street, sometimes busses have difficulty getting through, especially in the winter. One proposal would be to stay out on 50th Street and not go through Ashley Lane. There are two existing bus stops just a little further down from the west and south.

Mayor Tourville stated that it seems like the schedules are already printed. He commented that the Route 71 decision has already been made, but that the rest of them have not.

He commented that an express bus route would work in Inver Grove Heights for people that want to get to St. Paul and Minneapolis.

Mr. Thompson stated that there is a study that the County is conducting called the East Dakota County Transit Service Study and an express route is one of the issues that they will be discussing. He responded that they have to make decisions based on ridership, which is what they are doing with Route 71.

Councilmember Piekarski Krech commented that the Lake Cove area had a lot of passengers.

Mr. Thompson responded that there were about 10-12 passengers there. The issue was that the access from Lake Cove today may not be good enough to have people walk farther out.

Mayor Tourville asked if they give riders information on what may take place and then allow them to provide feedback.

Mr. Thompson responded that they do in the event that they would make a decision to eliminate a route. In that case, they would post the bus stop, ask people what they think, and then ask for their input before they change it.

Councilmember Hark commented that he heard there is a shortage of drivers and wanted to know how that would fit into this plan.

Mr. Thompson responded that this change wasn't related to the driver shortage, but that a shortage does result in taking out trips. He said they usually try to inform the customers of how they will be dealing with those types of issues in the short term, and that they hope to get more drivers in the long term.

Mayor Tourville stated that the piece on Concord Street would probably require doing some collaborative work along with some studies so they can come to a conclusion.

Mayor Tourville stated that he has heard that people at the Skyline Mobile Home Park were looking for morning and afternoon trips around their work and jobs, not a quick trip type service.

Mr. Thompson stated that Route 71 is rush hour inbound and rush hour outbound.

2) STORM WATER CIP

Public Works Director Thureen stated that Staff has been assembling field data to develop a list of storm water management system improvement, replacement, and maintenance needs. They use the information the following four ways:

1. For a 10-year implementation plan.
2. To meet the requirements for Federal storm water permit.
3. To enhance eligibility for outside funding opportunities.
4. To help develop an overall long-range strategic plan for management of the City's entire infrastructure to include all underground utilities, street lights, etc.

He stated that they are close enough that they are able to put together the proposed 10-year plan, and that there will be an overview of the work effort.

City Engineer Tom Kaldunski stated that he is here this evening along with Assistant City Engineer Steve Dodge, to present the Storm Water Capital Improvement Plan. He stated that the 4th Generation Water Resources Management Plan (WRMP), is part of the City's Comprehensive Plan update and that Staff has developed a storm water Capital Improvement Plan (CIP) as a part of the WRMP update. This allows them the ability to search for Grants. He stated that the focus is mainly on the facilities we have and how we are going to improve them, with drainage issues being identified by maintenance staff and residents. The MS4 Program inspections help identify major maintenance. He stated that the project priority list is where they have been more successful at getting their Grants. They have gone through their entire system and have televised the existing system.

Assistant City Engineer Steve Dodge displayed a color-coded map of the different projects throughout the City and explained the meanings as they are listed.

He presented the ten-year plan which is broken up into two five-year segments that Staff has prioritized. This covers rain garden modifications, MS4 major maintenance inspections, Grant eligible projects, and the storm water system improvements budget. For the first five-years they have decided to use the funding for H2 Pond area as that was a priority in working with an interested developer to finish up a development. He stated that the second five-years were the same and amount to a total cost of \$1.8 million for each five-year segment. He stated that of those five years they will get some developer and Grant money to help out, which would leave them with \$1.25 million for City costs for each five-year segment which amounts to \$250,000 a year in funding to get those projects completed.

City Engineer Kaldunski displayed a sheet depicting the Storm Water Comprehensive Capital Improvement Plan with an overall total cost of \$17,440,250, developer costs of \$87,120, and Grant Funding of \$2,742,600. He stated that while the dollar amount is large, it will take at least 30 to 40 years to complete these projects. He stated that this doesn't include the Pond Water/Pond Inspections, of which there are 873 of them. He stated that they are hoping that the number of inspections for those will be reduced. He displayed a photo of one of their more recent projects on 78th and Concord where they have used 80% of Funds. He also displayed photos of projects that need to be worked on due to various failures in the pipes and erosion.

He listed the following Funding Sources:

- Storm Water Utility
- PSIG Grants (PPL)
- Agency Grants: BWSR, MPCA, SWCD and WMO
- Bonding/General Fund
- Storm Water Assessments/Taxing Districts

Mayor Tourville asked about the issues they have had with software programming and billing and asked if that was back to functioning at 100%.

Public Works Director Thureen responded that yes it has been corrected.

4) BODY CAMERA

Police Chief Schnell stated that the City has been putting money away for the past several years as a part of a replacement plan for the squad cameras. All squads have mounted patrol cameras that photograph and/or video outside of the front windshield and the backseat passenger compartment that also includes body microphones which are worn for sound. That system is at end of life, as they are having trouble getting replacement parts. He stated that the videos help prosecute cases and require a lot of storage. As a part of budget planning, \$75,000 has been put aside. In the 2018 budget they were planning on purchasing a \$60,000 replacement and upgrade server for the management of squad camera data. They are at \$135,000 total. He stated that when looking into the replacement of the squad camera system and the body microphones, they realized that they may need to look into body cameras in another year or two anyway, so this item could replace the body microphones.

He stated that the City also has the opportunity to replace not only the squad cameras, but also the interview room cameras. The dollars are available to implement both the body worn cameras at the same time they launch the squad camera program. They would be able to fund that, purchase the hardware, and buy storage through 2019. The implications with moving forward creates a base level budget item of approximately \$70,000 annually for the year 2020 and beyond. This includes the Cloud storage of a massive amount of data and licensing that goes along with the system to manage it. Benefits include access for the City Attorney and the County Attorney.

He stated that there are statutory requirements related to policy for which they have been giving attention to internally. They have sent Policy drafts to all members of the Police Department, the Unions, the Dakota County Attorney's office, and the City's Attorney's office for feedback. He stated that they can publish a draft model Policy for the City of Inver Grove Heights related to body cameras later this month or during the month of September. That policy would be published on the Website. In October they would hold a public input session before the City Council, and then at the following meeting they would bring back a final Policy Draft. This would be implemented of November 2018. The current squad system included payment of \$5,800 per squad for that camera system. He commented that these days it's not just the cameras anymore, it's also about the storage and data management.

Councilmember Hark asked if the City would be locked into a particular vendor.

Police Chief Schnell responded that they spoke to their current provider, Panasonic, and another provider, Axon, which is the one provider that has a majority of contracts throughout the Nation. Axon came in slightly lower. He stated that they are connected to a provider for a period of five years. The data belongs to us, but then at the end of five years, they would have to find a place for the massive amount of data.

Councilmember Hark asked if you were to switch vendors, if the new vendor would take the existing data.

Police Chief Schnell responded that the new vendor would take the data from one vendor to another.

Mayor Tourville asked if they should schedule this item an upcoming Council meeting because one of the requirements state that they need to have the discussion at a Council meeting.

Police Chief Schnell stated that they need to get public input and have it published.

City Administrator Lynch asked if this needed to be a standalone meeting or if it could be a part of a regular Council Meeting.

Police Chief Schnell responded that it could be a part of a regular meeting, but that it would need to be open to public input.

Councilmember Piekarski Krech responded that a regular Council meeting would be better than a special meeting and that they could put information out about it during Inver Grove Heights Days. She asked if you could have a body camera available for those to be able to see how it works, what it looks like, etc., for public education.

Mayor Tourville stated that he wasn't sure they had enough information to be able to talk about it during Inver Grove Heights Days. He wasn't sure you could take a body camera and use it in that manner for others to see. He agreed that it should be a part of a regular meeting.

Councilmember Hark also agreed that it should be a part of a regular meeting. He commented that the City does a good job of putting Policy out there. He wanted to make sure people are aware of this.

Councilmember Bartholomew asked how long they need to retain the information they collect.

Police Chief Schnell responded that most of the video is held in accordance with a retention schedule as established by the City, which in most cases is seven years. Some are permanent, and some incidences are kept for about a year. He stated that all video across the board is kept for one year which is in accordance with the Minnesota Department of Human Rights Policy. If there was no action or report, that would be held for up to a year. Sexual assault, and homicide are stored forever.

5) LARGE ASSEMBLY PERMIT AND NOISE ORDINANCE CONCEPT DISCUSSION

Police Chief Schnell stated that there was an event that was held in the City on private property that occurred in July. It was not within guidelines for which the property is zoned, which prompted options for us to explore an Ordinance for large assemblies. He stated that they looked into other Cities that have event or Permit Ordinances and have come up with a framework for an Ordinance. An Ordinance would define a large assembly on public and private properties excluding commercial properties operating within their scope of authority. It would be based on size, type of event, and location. There would be exemptions for certain events at certain locations. Two examples of exempted events would be Inver Grove Heights Days or a High School Graduation. He stated that this addresses the rental of private non-commercial property used for event rental and identifies a range of abatement mechanisms. All effected departments were sent the information and as a result, they have received a lot of feedback. He stated an event would be of 50 or more, and that the permit would apply in cases of 200 or more.

He stated that for example, the Corporate event that had taken place on private property in July, that event, if they were to come back and hold it again, would need to request a Permit Application. Because it would be held on private property, that permit would come to the Police Department. From there, the information would be sent to the affected departments within the City to become a part of the review process.

Police Chief Schnell stated that for short term rentals, such as an Airbnb, some of the rentals that were occurring were used to create event purposes. Properties such as these could be used for weddings, which could have implications for neighbors. This would be an event that the City could control and address the issues you have had with these rentals in the past.

Councilmember Hark asked if they would see this item before it was sent to City Attorney Kuntz for review. He commented that it could get difficult with commercial and private, and that you could have a private celebration that impacts parking and are serving alcohol. He felt this would take a lot of effort to get the language right.

Police Chief Schnell responded that they would see it, add to it, and make changes before it was sent to City Attorney Kuntz.

Mayor Tourville stated that the noise portion is an interesting piece because they do not currently have a Noise Ordinance.

Councilmember Piekarski Krech stated that they need to consider how much of a disruption this could be for the neighborhood.

Police Chief Schnell stated in response to noise, it has to deal with events like this, or those people that are sitting around a bonfire having alcohol. They want to be able to have something that addresses the range of those issues.

Janice Gundlach, Incoming Community Development Director, stated that her role was to look at the Noise Ordinance portion. The attempt at an Amendment would be to more clearly define noise, as there is not a Noise Ordinance. They currently lump noise in with fumes and odors and it currently says that they should not "exceed the MN Pollution control limit". They do not count minor incidences that become a public nuisance. They explain what constitutes a nuisance and the standards would be enforceable. They are looking at noise that is above conversational speech at a distance of about 50 feet. They would also look at

applying hours of operations to domestic power equipment, or to wrap hours of operation around construction and demolition activities. This Ordinance would have a lengthy list of items that would be exempt from it such as snowplowing equipment or construction activities that other departments may need to exempt.

She commented that an Officer could be aware of one code but may not be aware of another code, they will make sure those various code sections reference one another.

City Administrator Lynch stated that this is a coordinated effort by multiple departments within the City.

Councilmember Piekarski Krech stated that some large events could go into their zoning regulations. There are other places that have events in rural areas.

Councilmember Hark asked if these items would be coming back together or separately. He asked if they have thought about a timeframe.

Police Chief Schnell stated that they would bring these items back later this fall.

B. ADJOURN

Motion by Piekarski Krech second by Bartholomew to adjourn.

The meeting was adjourned by a unanimous vote at 9:06 pm.

**INVER GROVE HEIGHTS CITY COUNCIL MEETING
MONDAY, August 13, 2018- 8150 BARBARA AVENUE**

1. CALL TO ORDER 2. ROLL CALL:

The City Council of Inver Grove Heights met in regular session on Monday, August 13, 2018, in the City Council Chambers. Mayor Tourville called the meeting to order at 7:00 p.m.

Present were: Councilmembers Piekarski Krech, Bartholomew, Hark, and Perry; City Attorney Kuntz, Public Works Director Thureen, Community Development Director Link, Incoming Community Development Director Gundlach, Police Chief Schnell, City Planner Hunting, Parks and Recreation Director Carlson, and Community Development Support Specialist Fox.

Absent were: Recording Clerk Yourczek.

3. PRESENTATIONS:

A. Swearing in New Police Officer

Police Chief Paul Schnell introduced their newest Police Officer, Lauren Ireland, stating that she will be Sworn in this evening. She is the 40th Officer to join the Department. He stated that Lauren graduated from North Dakota State University with a Bachelor of Science Degree in Criminal Justice. She is here this evening along with her parents and siblings. He commented that her Father is the Deputy Chief of Police for the Coon Rapids Police Department. He stated that Lauren went through a hiring process that included different interview panels, two of which included members of the Inver Grove Heights Community. She also went through a comprehensive background investigation, and an extension of a conditional offer, she went through a psychological examination, medical evaluation, and preemployment drug test. Ms. Ireland met the requirements established by the City of Inver Grove Heights, the Police Department, and the State of Minnesota. Chief Schnell stated they are prepared to swear her in as the City's newest Police Officer.

He stated that the Oath of Office is a promise Police Officers make to provide just, fair, and effective service. Police Officers have a unique role and will exercise equally high levels of restraint in the use of authority.

Police Chief Schnell presented Lauren Ireland for the Administration of the Oath of Office.

Mayor Tourville recited the Oath of Office to Lauren Ireland.

Chief Schnell stated that her Badge will be pinned on her uniform and that at times the true weight of the Badge will be immense. He stated that they are asked and trained to confront grave danger to protect the lives of the people in this Community.

He referenced a story written by Lieutenant John Morrison called "Walking the Point" which references the following three rules:

1. Officers have to face certain danger and not run away from them.
2. You can't change Rule Number 1.
3. Somebody has to go in, somebody has to walk the point.

He stated that there is always one soldier out in front of everyone else. Walking the Point is all about protecting the safety of others even if it means giving up a part of your own in the process. He stated that he tells this story as a reminder of every time an Officer becomes active it cannot be forgotten that you cannot change Rule Number 1. He stated that she will be presented with Badge Number 3638 which her Father will pin on her and that she will return this Badge at the end of her career.

Deputy Chief Ireland pinned the Badge on the uniform of his daughter, Police Officer Lauren Ireland.

Congratulations were offered and pictures were taken of the City Council with Police Officer Lauren Ireland.

4. CONSENT AGENDA:

- A. i. Minutes of July 23, 2018 City Council Meeting Minutes.
ii. Minutes of August 6, 2018 Special Meeting Minutes.
- B. **Resolution 18-163** Approving Disbursements for Period Ending August 8, 2018.
- C. Approval of Drkulas Liquor License Extension Application September 6-9th 2018.
- D. Consider Approval of Comcast Franchise Renewal, Northern Dakota County Cable Communications Commission (NDC4) **Resolution 18-164**.
- E. Consider Proposal from Century Link to Bury Overhead Phone Cable at Heritage Village Park.
- F. Consider Proposal from Xcel Energy to Bury Overhead Power Lines at Heritage Village Park.
- G. Consider Proposal from WSB Inc. for Construction Administration and Observation Services at Heritage Village Park.
- H. Consider Purchase of R-22 Arena Refrigerant.
- I. Consider Occupancy Extension for the Walser Property – 4343 65th St E.
- J. Consider Change Order No 2 – West Rink Floor Project – City Project 2018-1722.
- K. Consider Change Order No 3 – West Rink Floor Project – City Project 2018-1722.
- L. Consider Proposal for HVAC/Duct Cleaning at the VMCC/Grove.
- M. Request for Approval of Rental Housing License.
- N. Approval of an Agreement with Xcel Energy for Topsoil and Seeding on City Project No. 201724 – T.H. 3 Intersection Improvements for the 65th Street Project. **Resolution 18-165**.
- O. Consider **Resolution 18-166** Accepting Proposal for Stormwater Construction Observation Services from Barr Engineering Co. for the Blackstone Vista 3rd Addition Development.
- P. Consider Approval of Contract for Services Agreement with ISD 199 for a School Resource Officer (2018-2019). **Resolution 18-167**.
- Q. BETH & STEVE HOEPFNER; Approve **Resolution 18-168** relating to the Storm Water Facilities Maintenance Agreement for the property located at 6511 Arctic Way.
- R. Consider Replacement of Fitness Equipment for Veterans Memorial Community Center.
- S. Accept 2018 Donations & Grants for Various Parks and Recreation Programs.
- T. Personnel Actions.

Councilmember Piekarski Krech requested pulling Agenda Items 4E and F.

Motion by Bartholomew second by Perry to approve the Consent Agenda with the exception of Agenda Items 4E and F.

Ayes: 5

Nays: 0 Motion carried.

Mayor Tourville stated that they will address Agenda Item 4E to Consider Proposal from Century Link to Bury Overhead Phone Cable at Heritage Village Park.

Councilmember Piekarski Krech stated that the numbers sound great. She asked if they exceed the numbers and if that was going to be the entire cost.

Parks and Recreation Director Eric Carlson responded that those were the numbers provided to him by both of the utilities.

Motion by Piekarski Krech second by Perry to approve Agenda Item 4E to Consider Proposal from Century Link to Bury Overhead Phone Cable at Heritage Village Park and Agenda Item 4F to

Consider Proposal from Xcel Energy to Bury Overhead Power Lines at Heritage Village Park and label them “Not to exceed costs.”**Ayes: 5****Nays: 0 Motion carried.****5. PUBLIC COMMENT:**

Jessica Schwartz, 1975 63rd Street East stated that she would like to propose a change to the City Ordinance that states that dogs may be controlled by leash or voice command. She suggested that they consider a leash by means of restraint for a dog. She stated that they have had several incidences while biking where they have encountered animals that were not leashed and that safety risks were involved where a dog came up right to her daughter's face. She commented that another time she was with her children and a dog became angry while not controlled by a leash.

Mayor Tourville asked if she reported the incidences.

Ms. Schwartz responded that she did not report the incidences. She commented that she was unaware of who the dog owners were.

Mayor Tourville suggested that she report them in the future and Dial 911. The number can be used to notify the emergency center so that there is documentation.

Councilmember Piekarski Krech commented that voice command can often be questionable.

Parks and Recreation Director Eric Carlson stated that they are in the process of updating the Ordinances when it relates to dogs and dog leashing, and how it relates to the future dog park. He commented that this will be brought before the City Council in the near future.

Councilmember Hark asked if other Cities had leash only rules.

Parks Director Carlson responded that other Cities do, but that he could not list specifics at this time.

Councilmember Bartholomew asked if he was aware of the number of complaints they receive for voice command and that that do not leash in City parks and trails.

Parks Director Carlson responded that they have received complaints, particularly in the Rich Valley Park area, but that other parts of town have received feedback too.

6. PUBLIC HEARING:**7. REGULAR AGENDA:****I. COMMUNITY DEVELOPMENT:****A. WILLIAM KRECH; Consider a Resolution relating to a Vacation and rededication of a drainage and utility easement for property located at 10118 Adam Avenue. Resolution 18-169.**

Community Development Director Tom Link stated that the property is located west of Rich Valley Boulevard and north of 102nd Street on Adam Avenue. The Applicant wants to install a pool and patio area in an area that currently has City drainage and utility easements. He displayed a diagram of the area stating that the Applicant is proposing to provide new drainage and utility easements on the south and north side of the pool. He stated that the size of those easements would be sufficient to maintain the current storage volume. Staff has reviewed the Application and is agreeable to it along with some

conditions made by the City Engineer. He stated that City Staff recommends approval of the request and that the Planning Commission also unanimously recommends approval.

William Krech, 10118 Adams Avenue stated that he has worked with the City and does not have any questions or issues.

Mayor Tourville stated that there were Conditions placed on this by the City and asked Mr. Krech if he was agreeable to them.

Mr. Krech responded that he agreed with the Conditions.

Motion by Hark second by Bartholomew to approve to Consider a Resolution 18-169 relating to a Vacation and rededication of a drainage and utility easement for property located at 10118 Adam Avenue.

Ayes: 5

Nays: 0 Motion carried.

B. HAMPTON COMPANIES; Consider a Resolution relating to a Final Plat, Final PUD Development Plan for the plat of Scenic Hills. Property located on the north side of 80th Street, between Hwy 3 and Babcock Trail. Resolution 18-170.

City Planner Allan Hunting stated that the Final PUD and Plat for the development off of 80th and Highway 3 is consistent with the preliminary plans. The project consists of 67 detached single-family lots and one 32-unit senior care building. There are public streets coming from 80th Street as well as private. He stated that the development has satisfied the conditions of the approval. Engineering is satisfied with the plans, but there are final details to be worked out with the Development Agreement and other Agreements before the work begins. Staff is recommending approval of the plan as presented.

Joel Larson, President of Hampton Companies, 1341 County Road D Circle, Vadnais Heights stated that he is here to answer any questions and commented that Staff has done a nice job working with him.

Councilmember Hark asked if the idea was to have people transition from the detached homes to the senior housing unit.

He asked Mr. Larson if he was comfortable with the close setbacks.

Mr. Larson responded that they could transition over to the senior units, as that was their original intention, but that they felt that a lot of young professionals would come in that don't want the yards, those of which will be maintained by an Association. He commented that he was comfortable with the setbacks, as that seems to be what people want.

Councilmember Piekarski Krech asked if the homes would be single-level, multi-level, or varied.

Mr. Larson responded that there would be both single-level and multi-level.

Mayor Tourville stated that there have been some questions about access and that there are some private roads there now. He asked if those will be maintained going forward.

Mr. Larson responded that their intention was to have access to the back of the property and that they will maintain those as the grading and construction moves forward. They will tie in to one of their private streets so they won't have to relocate their driveway.

Councilmember Bartholomew asked if that was a permanent easement.

Mr. Larson responded yes, that it was a permanent easement.

Motion by Piekarski Krech second by Perry to approve HAMPTON COMPANIES; to Consider a Resolution 18-170 relating to a Final Plat, Final PUD Development Plan for the plat of Scenic Hills. Property located on the north side of 80th Street, between Hwy 3 and Babcock Trail.

Mayor Tourville asked how long the development in Vadnais Heights was open.

Mr. Larson responded that the project was opened a year ago and is at 100% capacity after four months. He stated that they have opened another one in Roseville and were 30% full in less than three weeks.

Ayes: 5

Nays: 0 Motion carried.

C. CITY OF INVER GROVE HEIGHTS; Consider a Resolution relating to a Preliminary Plat and Final Plat for the plat of McGroarty Park 1st Addition. Property located on west side of Blaine Avenue, south of Upper 55th Street. (Tabled).

Community Development Director Link stated that the property was located along the west side of Blaine, and south of Upper 55th near the AmericInn. It is owned by the City but is in response to a request by AmericInn to acquire 2.5 acres on the south side of their Hotel. He stated that the plat consists of two lots, future road right of way and an outlot for further development. It is AmericInn's intent to use Lot 1 for the Park and Ride facility that is currently located at the AMC Theater. He stated that the proposal meets the minimum lot size and width requirements. Engineering has reviewed the plans and is comfortable with the designs and plat. He noted that if approved and if there is a purchase agreement, there would be approvals required for a Comprehensive Plan Amendment for Rezoning, for a site plan, and Interim Use Permit, and that details for those would come at a later time. Staff is recommending approval. He stated that the Planning Commission unanimously recommended denial of the Application as they believed this area should be preserved as an entire lot and that they should continue to reserve it for office development, which is the current Comprehensive Plan designation.

Brett Rose, 5861 Blaine Avenue introduced himself and commented that he was here to answer any questions.

Joseph Scott Smith, 5986 Blaine Avenue stated that he emailed information to the City Council regarding his concerns with this proposal. He stated that the property is zoned as office and if the proposed request is approved it will be zoned as residential commercial. He stated that they looked at the 2030 Comprehensive Plan and asked that the City Council honor the commitment made in that plan and confirm the Planning Commission's recommendation to deny the proposal. He also asked that they take into consideration the changes this would have on the neighboring residents, wildlife, noise abatement, and aesthetics when determining the future use of the land.

Molly Steiner, 6008 Blaine Avenue commented that she is a neighbor of Mr. and Mrs. Smith and said that she agreed with everything Mr. Smith stated. She said when she purchased her property four years ago she relied on information on how the property was zoned. She commented that she would have not purchased her home if she had known it was going to be developed into a parking lot. She stated that she visits the Movie Theater and has witnessed the comings and goings from the parking lot and would not be comfortable with that being moved across the street from where she lives. She asked that they honor the original plan for the property. She stated that it was mentioned at the Planning Commission meeting that there has not been any effort to market the property for its intended office use. She asked that they consider doing that.

Councilmember Bartholomew asked if she was concerned with the parking lot activity. He commented that it seemed to be located a bit further down from the residential area and asked to see a map of the location for reference.

Ms. Steiner agreed that it was the activity that was a concern. She commented that she has noticed teenagers hanging out in the parking lot, but that she has not witnessed anything bad. It bothered her that the activity would be taking place across the street from her.

Community Development Director Link displayed maps for reference as requested by Councilmember Bartholomew.

Councilmember Piekarski Krech asked why teenagers would be hanging around at a Park and Ride.

Ms. Steiner responded that it was a large open space and that she wasn't sure why they would hang out there.

Community Development Director Link stated that one of the roads would not be put in at this time. It would be a future road when other development occurs. He stated that until then the access to the parking lot would be off of the AmericInn property.

Councilmember Bartholomew asked if the area would stay the same if it is sold as it provides some screening. He asked if they were contemplating having the parking area in the back, would they level the area to follow through to the street, or would they have a retaining wall. He commented that the grade of Lot 1 and Lot 2 would then have a grade variant.

Development Director Link referenced a topography diagram and responded that there are some slopes in the area. There is no grading plan there, but there is topographical relief between the north and south part of the property. He stated that they are buying Lot 1, not Lot 2.

Mayor Tourville asked about the additional property in the area that they have used for the storage of sand that's located off of Blaine Avenue.

Public Works Director Scott Thureen responded that they have not used that property for a number of years.

Dan Capiz, 5964 Blaine Avenue stated that when he built his home 11 years ago he had asked about the area across the street. He discovered that the original intention for the area was to be a park, but then it was rezoned as office space. He commented that the concern with putting a parking lot there means more people, and they have had issues with some of the traffic from Applebee's. His stated that his other concern was if it was rezoned commercial, what that would mean for their property values. He commented that putting a hotel or gas station across the street would be problematic.

Linda Murphy, 6042 Blaine stated that four years ago they purchased the property after they looked at it from an aerial view noticing that it was heavily wooded. She stated that the land they are talking about was given to the City to promote a park for wildlife and nature, but that park was never done. She commented that it is being used as an informal park right now as there are 10 to 20 cars parked along 65th Street and that people go in there with their kids and their dogs. She commented that she has turkeys, deer and fox in her yard and asked what will happen to the wildlife in the area if this is approved.

She stated that she looked at the cars in the parking lot at the Movie Theater and noticed that lot of them were from out of State. She commented that the parking lot at the Theater is already empty and that it seemed like the perfect place as there is not any residential around. She commented that there was concern since there was recently a party bus with a tragic situation that had taken place there. She stated that the Planning Commission understood how they were changing a beautiful area for a request like this.

Councilmember Piekarski Krech stated that the Planning Commission recommended having it developed as a whole piece, not into two parcels.

Ms. Murphy stated that the Planning Commission also said they were going to look into why that area was never marketed for a Park. She commented that there was talk of an office building like CHS has, that has manicured grounds which could possibly fit into the area. She suggested it be made into the Park that it should be.

Mayor Tourville stated that Lion's Park is located on the south side, and that it is not dedicated as a City Park to the north. It was marketed for a hospital at one time, but that did not end up taking place.

Councilmember Bartholomew stated that it is currently guided as Office PUD, not Park, and commented that if the area ever gets developed, the topography will probably get leveled.

John and Ann Marie O'Neill stated that they bought their dream lot five months ago, near Ms. Murphy's property. They are here to support their neighbors and recommends that they consider the proposal specified on the 2030 Plan. He commented that they have wildlife, but there is also the issue of noise and traffic that this could bring all hours of the night. He asked that they take into consideration what the Planning Commission suggests and honor the 2030 Plan. He commented that he was concerned that this would decrease the value and quality of life for their future home.

Mr. Smith stated that there is a well-lit parking lot across the street that is already zoned for that purpose.

Councilmember Piekarski Krech stated that we are not rezoning and that this was for a preliminary plat.

Community Development Director Link responded that if this is approved this evening, the City Administrator will negotiate with AmericInn. That could lead to a Purchase Agreement. He stated that before the site could be developed it would require a change to the Comprehensive Plan, require rezoning, a site plan, and an Interim Use Permit for the actual parking. He stated that this would create property that the City could sell to AmericInn. He commented that the grading issues being discussed tonight would be addressed with the Planning Commission, they would hold a Public Hearing and then it would go before the City Council.

Councilmember Bartholomew asked if the Comprehensive Plan was a 4/5 vote and if the zoning change would need be a 3/5 vote.

Community Development Director Link responded that the Comprehensive Plan change would require a 4/5 vote.

Jim Mueller, 7800 Boyd stated that he believed in what the Planning Commission is doing and suggested that the City Council do the same. He stated that when he was on the City Council a Hospital wanted to go in that location but the City changed the value of the property, so they left and that the County Board wanted to put a building there, but it ended up going to West. St. Paul. He stated that there are five lots from Lion's Park to this piece of property and that he went there today and checked them out. He stated that he believes they can do a better job of marketing the area and that he didn't believe it should be marketed for blacktop without a building.

Mr. Mueller commented that for years when he would ask who the property belonged to and that he was told it belonged to MnDOT but discovered that it belongs to the City.

Mayor Tourville responded that it was a combination of both owning property. Lion's Park is 6.9 acres, McGroarty Park is 2.92 acres and the vacant land consists of 13.25 acres. He asked City Attorney Kuntz if the lots are owned by the City of Inver Grove Heights.

City Attorney Kuntz responded that the lots they are speaking about is a Plat and has a title commitment that indicates they are owned by the City.

Mr. Mueller stated that he was concerned that if this was developed as a parking lot without a building that it would affect the growth of the new employees that have been hired to help promote the City and to help push for business and commercial because that is what the area was designed for.

Councilmember Bartholomew asked to have the map displayed that shows what property is owned by the City and what is owned by MnDOT.

Community Development Director Link referenced the locations Councilmember Bartholomew was inquiring about on the map, stating that Lion's Park is on one end and that the City owns the property at the other, with the MnDOT property located in the middle. He stated that the City Administrator has been negotiating with the State in an attempt to acquire that. Once acquired there will be massive acreage to approach and search for a developer to do some sort of office development.

Mr. Mueller referenced the location that would have the potential parking lot. He stated that when you look up the center property it states that it belongs to the City of Inver Grove Heights.

Mayor Tourville stated that MnDOT owns that and that he wasn't sure if they wanted to sell or not. He stated that the City does not own it.

City Attorney Kuntz referenced the map and stated that at one time there wasn't a Highway 52. Everyone owned both sides of the Highway, including the Highway. He stated that to the south of what the City owned was the Rod and Gun Club. When the Highway came in the Rod and Gun Club asked to be acquired, which MnDOT did. He stated that the Highway split the Park property that the City owned and that there is a MnDOT owned parcel between what the City owns on the north and the Lion's Park area to the south.

Mayor Tourville stated that months back the City came and told AmericInn that they were not going to allow them to park cars over there, as it is a Park and Ride operation. The City took a look at the property to the south of the Hotel, an area that could be for expansion, but that for right now would be a parking lot.

Brett Rose, AmericInn, responded that for now it would be a parking lot and that they could look at other options at a later date.

Mayor Tourville questioned that if they were to come up with a scenario that would allow them to park cars somewhere, versus having to buy land, would that create a difficulty for AmericInn.

Mr. Rose responded that it is a difficulty right now as they are currently parking at AMC and it is their property and their rules. He commented that if it is their own parking lot, they would have fencing, security cameras, and security guards there. It would be a safer controlled environment.

Councilmember Piekarski Krech stated that she has heard that the City Council is not business friendly. People want a lot of businesses in the City, parks and open space. She commented that it is a tough balancing act to have all those items because she doesn't think they can. She stated that this can be an open Inver Grove Heights with open space, wildlife, and fields, or they can be like Eagan or Woodbury and develop more. She commented that it is a tough choice to make. She stated that she believes in open spaces and wildlife but understands that people want more business in town. She asked if people would want to pay higher taxes and keep the City as it is or if we allow businesses to come in and expand.

Councilmember Bartholomew agreed with Councilmember Piekarski Krech but commented that they were told they are not marketing this property. He stated that the location of the parking lot is an area that is behind, out of sight, and in connection with AmericInn. He stated that if the parking lot idea comes

through then they can talk about setting more restrictive uses and insist that it is secure and fenced with security provided. He stated that he didn't like the idea of removing that corner of property from marketing and felt that the property was marketable. He stated that he didn't think this would create a marketing problem if they created this lot.

Councilmember Hark stated that he agreed with the Planning Commissions decision. He didn't think a Park and Ride lot would work in that spot. He thought they should look at the potential of all of those lots. He commented that he didn't think the neighborhood would ever be happy. That area is guided office and if that stays, and the area finds out it would be a rather large development, it would change the character of the neighborhood. He stated that most of the residents understood how this was guided when they moved in and think that sooner or later those parcels are going to get developed. He stated the area isn't going to stay wooded, it will be different. There is a new development Director in place to get some new momentum behind this parcel and sort out who owns what. He commented that if they looked at this as contiguous land, it has great potential and that he would be in favor of developing it as it has been guided as office. He stated that the City is now looking at the 2040 Comp Plan and holding meetings, which have been advertised. He suggested interested parties show up and speak about your thoughts. He wants the neighborhood to understand how that area is guided.

He commented that he also agreed with Councilmember Piekarski Krech's points. They can't turn their back to business but that he wants the right development that will be best for the City as a whole.

Mayor Tourville stated that they need clarity as to who owns the land, be it the City or MnDOT. He commented that he thought it would be unfair to AmericInn to say they will split up the lots and change this. He commented that the neighborhood needs to prepare themselves for what may go in there, and that they need to find out the ownership to the entire piece on the east side of Highway 52. He felt that between the Police Department and Administration, they need to look into the possibility of continuous parking at the Movie Theater.

He stated that his overall suggestion was to find out the ownership, and look into allowing them a place to do their business.

Councilmember Hark stated that the Hotel has a place to put their cars for the Park and Ride and that they should work with them on that. He commented that they will not walk out of here with nothing.

Mr. Rose asked if this wasn't taken care of tonight, if they are allowed to come back here and get those Interim Use Permit changes.

Mayor Tourville stated that there are some people from Inver Grove Heights that use the Park and Ride services. Those from out of town are using the services within our City. He doesn't want to deny the ability to do Park and Ride, but that they want to try to look at the property on the east side of Highway 52.

Councilmember Piekarski Krech asked if they could look at the area and see what types of things they would require, and if it's feasible. She stated that it is easy to say that we can divide it, but that there may be other things that would need to go along with it, especially due to the topography.

Community Development Director Link stated that they can change the Zoning in the Comprehensive Plan Designation at any time as it is City property. The grading, landscaping, vegetation, and storm water would depend on the Hotel and how they would want to design the parking lot and address those various issues.

Mayor Tourville stated that as they find out ownership and what could be done there, he wasn't sure they were happy to have to deal with the storm water for one little lot.

Mr. Rose referenced a diagram of the area and stated that there was an easement for the storm water and that it would all be connected together.

Councilmember Piekarski Krech asked if he could explain the diagram he displayed.

Mr. Rose responded with a description of the various locations on the diagram.

Mayor Tourville asked Attorney Kuntz if they could be given 90 days to find out the ownership.

City Attorney Kuntz responded that they could have as much time as they wanted.

Councilmember Bartholomew asked if they should withdraw the Application and bring it back.

Councilmember Hark suggested to delay and act on it after 60 days.

Councilmember Piekarski Krech asked to do a 90 or 120-day extension, especially due to the Staff change.

Councilmember Hark agreed with the suggestion of 120 days.

Motion by Piekarski Krech second by Hark to extend CITY OF INVER GROVE HEIGHTS; to Consider a Resolution relating to a Preliminary Plat and Final Plat for the plat of McGroarty Park 1st Addition. Property located on west side of Blaine Avenue, south of Upper 55th Street to the first meeting in January, to take place on January 14, 2019.

Mayor Tourville stated that Community Development Director Link could work alongside Incoming Community Development Director Gundlach, City Administrator Lynch, and the Police Department in reference to the Interim Use so that everything coincides.

Community Development Director Link asked what the City Council wanted them to bring back. He stated that they can bring the ownership back, but questioned if they were asking for anything in addition to that.

Mayor Tourville suggested the City take a look at the bigger picture, rather than just a corner for a parking lot.

Community Development Director Link clarified what the Council is asking and that is to bring back not just ownership, but if we would proceed with a proposal, and what the impact the parking lot would have on potential development of the rest of the property.

City Attorney Kuntz stated that 120 days brings them to the first and only regular meeting in December, where other items need to be discussed. He asked if they could put it at the first meeting in January.

He stated that they could also look at doing a better job communicating about the 2040 Comp Plan. He suggested they have the neighborhood come in and provide input.

Councilmember Piekarski Krech stated that she was fine with changing it to the first regular meeting in January.

Mayor Tourville stated that it would be held on the first regular meeting in January on January 14th, 2019. He thanked everyone for coming out.

Ayes: 5

Nays: 0 Motion carried.

Ann Marie O'Neill stated that they just purchased the lot to the south of 6042 Blaine Avenue on February 1st and are looking at building a significant home there. She stated that the neighbors had to investigate to

find them to let them know that this meeting was happening tonight. She said that she expressed that to City Staff when she came up there on Friday and that the City should have been able to find them and allow them to be included in the discussions.

Linda Murphy stated that in the minutes of the Planning Commission it states that “the property was originally given to the City for Park purposes and that over the years the City Council chose not to use it as a Park and that the property has been guided for Office for the last 20 years”.

Mayor Tourville asked that they also find out information on designating the area as a Park.

Councilmember Hark commented that there may have been a Deed Restriction on it and that it may no longer be valid. He suggested they go forward diligently and find out for sure.

Mayor Tourville stated that it is not currently a part of the Park plan. Lion's Park is currently on it, but this parcel is not.

Councilmember Piekarski Krech stated that the question would be who gave the land and for what purpose.

Councilmember Hark suggested that Ann Marie give her email and address to someone at the City so she could be added to the notification list.

8. MAYOR & COUNCIL COMMENTS:

Councilmember Piekarski Krech commented that the Food Truck event is being held on Wednesday from 4:30 to 7:00 p.m. at Rich Valley Park. There is a lot of room there and a place for the kids to play.

Councilmember Hark reminded everyone to Vote as tomorrow is the State Primary Election.

Mayor Tourville thanked everyone that may have already voted. He stated that if you cannot go online to find your voting location, you can come to City Hall and they can get you to the correct location.

Councilmember Perry commented that the Citizen's Police Academy is full but that the Citizen's Fire Academy is currently taking Applications. She highly recommends it as she was a Graduate of the first year of the Fire Academy. You just need to be 18 and over to apply to be a part of that class.

Mayor Tourville commented that it is Community Development Director Tom Link's last week from over 30 years of service and they want to congratulate him. Friday is his last day and he has been here a long time and has seen a lot of changes within the City. He thanked Tom for his service to the City of Inver Grove Heights.

Community Development Director Link thanked the City Council and said it has been a long, very good ride and that he has enjoyed working with each of them. It has been a very enriching and rewarding experience. He commented that this is a wonderful Community. He thanked the Community and the City Council and said that he enjoyed the privilege of serving them.

Mayor Tourville stated that he appreciated the fact that they were able to hire his replacement a little bit earlier so that she could spend some time with him.

9. EXECUTIVE SESSION:

A. Executive Closed Meeting pursuant to Minn. Stat. § 15D.05, Subd. 2(b) for preliminary consideration of allegations against City Administrator Joe Lynch.

City Attorney Kuntz stated that in an instance where someone may make an allegation against one of the City Employees, the City Council has the opportunity to go into an Executive Closed-Door Session for preliminary consideration of that allegation. That opportunity exists under MN Statute 13D.05 Subdivision 2B. He stated that tonight the Council is being asked to do that this evening to consider, in preliminary fashion, an allegation made against City Administrator Joe Lynch. He asked that they make a Motion to move to an Executive Closed-Door Session under the indicated MN Statute, 13D.05 Subdivision 2B, for preliminary consideration of allegations against Joe Lynch.

Motion by Piekarski Krech second by Perry to go into Executive Session at 8:53 p.m.

Ayes: 5

Nays: 0 Motion carried.

10. ADJOURN:

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: August 27, 2018
 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 August 9, 2018 to August 22, 2018.

SUMMARY

Shown below is a listing of the disbursements for the various funds for the period ending August 22, 2018. The detail of these disbursements is attached to this memo.

General & Special Revenue	\$451,911.50
Debt Service & Capital Projects	1,391,600.61
Enterprise & Internal Service	318,695.35
Escrows	5,245.68
Grand Total for All Funds	<u><u>\$2,167,453.14</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 August 9, 2018 to August 22, 2018 and the listing of disbursements requested for approval.

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

**RESOLUTION APPROVING DISBURSEMENTS FOR THE
PERIOD ENDING August 22, 2018**

WHEREAS, a list of disbursements for the period ending August 22, 2018 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	\$451,911.50
Debt Service & Capital Projects	1,391,600.61
Enterprise & Internal Service	318,695.35
Escrows	5,245.68
Grand Total for All Funds	<u><u>\$2,167,453.14</u></u>

Adopted by the City Council of Inver Grove Heights this 27th day of August, 2018.

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk



City of Inver Grove Heights

Expense Approval Report

By Fund

Payment Dates 08/09/2018 - 08/22/2018

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
AFSCME COUNCIL 5	INV0077612	08/17/2018	UNION DUES (AFSCME FULL S	101.203.2031000	956.67
AFSCME COUNCIL 5	INV0077613	08/17/2018	UNION DUES (AFSCME FULL S	101.203.2031000	73.60
AMERICAN PLANNING ASSOCIATION	125674-1871	08/15/2018	125674	101.45.3200.419.50070	384.00
ASPEN MILLS	221277	08/22/2018	550771	101.42.4200.423.60045	158.40
BITUMINOUS ROADWAYS, INC.	27503	08/22/2018	35265	101.43.5200.443.60016	64,348.02
BJORKLUND COMPENSATION CONSULTING	00003911	08/22/2018	5/30/18	101.41.1100.413.30500	210.00
COMCAST	8/5/18 8772 10 591 0359526	08/22/2018	8772 10 591 0359526	101.42.4200.423.60065	10.53
CPS DISTRIBUTORS, INC.	18.0797	08/15/2018	7/31/18	101.42.4200.423.40040	74.65
CRAWFORD DOOR SALES COMPANY	30858	08/15/2018	4373	101.42.4200.423.40040	614.75
CULLIGAN	7/31/18 157-98459100-6	08/15/2018	157-98459100-6	101.42.4200.423.60065	119.45
CULLIGAN	7/31/18 157-98459118-8	08/15/2018	157-98459118-8	101.42.4200.423.60065	67.10
DAKOTA COMMUNICATIONS CENTER	IG2018-09	08/15/2018	SEPTEMBER 2018	101.42.4000.421.70502	44,147.50
DAKOTA COMMUNICATIONS CENTER	IG2018-09	08/15/2018	SEPTEMBER 2018	101.42.4200.423.70502	5,907.50
DAKOTA CTY FINANCIAL SVCS	00031501	08/22/2018	JULY 2018	101.42.4000.421.70501	1,516.45
DAKOTA CTY FINANCIAL SVCS	00031501	08/22/2018	JULY 2018	101.42.4200.423.30700	1,703.09
DAKOTA CTY FINANCIAL SVCS	00031501	08/22/2018	JULY 2018	101.43.5200.443.30700	46.66
EFTPS	INV0077633	08/17/2018	FEDERAL WITHHOLDING	101.203.2030200	50,759.30
EFTPS	INV0077635	08/17/2018	MEDICARE WITHHOLDING	101.203.2030500	16,406.96
EFTPS	INV0077636	08/17/2018	SOCIAL SECURITY WITHHOLD	101.203.2030400	52,171.32
EMERGENCY RESPONSE SOLUTIONS	11448	08/15/2018	7/24/18	101.42.4200.423.60045	211.34
EMERGENCY RESPONSE SOLUTIONS	11512	08/15/2018	8/6/18	101.42.4200.423.40042	146.74
ENVIROTECH SERVICES INC	CD201816917	08/15/2018	10315	101.43.5200.443.60016	3,473.18
ESS BROTHERS & SONS INC	YY4911	08/15/2018	7/20/18	101.43.5200.443.60016	2,046.00
EXPERT TREE AND SERVICE AND SCIENCE	8535	08/15/2018	7/25/18	101.43.5200.443.40046	1,175.00
EYEMED	163584537	08/15/2018	AUGUST 2018	101.203.2032700	268.44
GENESIS EMPLOYEE BENEFITS ACH ONLY	INV0077617	08/17/2018	HSA ELECTION-FAMILY	101.203.2032500	2,952.01
GENESIS EMPLOYEE BENEFITS ACH ONLY	INV0077618	08/17/2018	HSA ELECTION-SINGLE	101.203.2032500	4,357.45
GENESIS EMPLOYEE BENEFITS, INC	IN1313924	08/15/2018	4/1/18-3/31/19	101.42.4000.421.30550	106.00
GENESIS EMPLOYEE BENEFITS, INC	IN1319119	08/15/2018	Payroll	101.41.1100.413.30550	35.55
GENESIS EMPLOYEE BENEFITS, INC	IN1319119	08/15/2018	Payroll	101.41.2000.415.30550	82.40
GENESIS EMPLOYEE BENEFITS, INC	IN1319119	08/15/2018	Payroll	101.42.4000.421.30550	275.85
GENESIS EMPLOYEE BENEFITS, INC	IN1319119	08/15/2018	Payroll	101.42.4200.423.30550	21.50
GENESIS EMPLOYEE BENEFITS, INC	IN1319119	08/15/2018	Payroll	101.43.5000.441.30550	12.75
GENESIS EMPLOYEE BENEFITS, INC	IN1319119	08/15/2018	Payroll	101.43.5100.442.30550	44.80
GENESIS EMPLOYEE BENEFITS, INC	IN1319119	08/15/2018	Payroll	101.43.5200.443.30550	39.00
GENESIS EMPLOYEE BENEFITS, INC	IN1319119	08/15/2018	Payroll	101.44.6000.451.30550	48.51
GENESIS EMPLOYEE BENEFITS, INC	IN1319119	08/15/2018	Payroll	101.45.3000.419.30550	19.19
GENESIS EMPLOYEE BENEFITS, INC	IN1319119	08/15/2018	Payroll	101.45.3200.419.30550	16.45
GENESIS EMPLOYEE BENEFITS, INC	IN1319119	08/15/2018	Payroll	101.45.3300.419.30550	36.50
GENESIS EMPLOYEE BENEFITS, INC	IN1319635	08/15/2018	7/1/18-7/31/18	101.42.4000.421.30550	40.00
GENESIS EMPLOYEE BENEFITS, INC	INV1313837	08/22/2018	Payroll	101.41.1100.413.30550	7.89
GENESIS EMPLOYEE BENEFITS, INC	INV1313837	08/22/2018	Payroll	101.41.2000.415.30550	10.26
GENESIS EMPLOYEE BENEFITS, INC	INV1313837	08/22/2018	Payroll	101.42.4000.421.30550	44.71
GENESIS EMPLOYEE BENEFITS, INC	INV1313837	08/22/2018	Payroll	101.42.4200.423.30550	2.64
GENESIS EMPLOYEE BENEFITS, INC	INV1313837	08/22/2018	Payroll	101.43.5000.441.30550	2.64
GENESIS EMPLOYEE BENEFITS, INC	INV1313837	08/22/2018	Payroll	101.43.5100.442.30550	10.56
GENESIS EMPLOYEE BENEFITS, INC	INV1313837	08/22/2018	Payroll	101.43.5200.443.30550	2.64
GENESIS EMPLOYEE BENEFITS, INC	INV1313837	08/22/2018	Payroll	101.44.6000.451.30550	7.50
GENESIS EMPLOYEE BENEFITS, INC	INV1313837	08/22/2018	Payroll	101.45.3000.419.30550	2.37
GENESIS EMPLOYEE BENEFITS, INC	INV1313837	08/22/2018	Payroll	101.45.3300.419.30550	7.89
GERTENS	443706/1	08/15/2018	103566	101.43.5200.443.60040	125.39
HOISINGTON KOEGLER GROUP INC.	018-028-2	08/22/2018	018-028	101.44.6000.451.30700	1,062.50
ICMA RETIREMENT TRUST - 457	INV0077619	08/17/2018	ICMA-AGE <49 %	101.203.2031400	6,549.13
ICMA RETIREMENT TRUST - 457	INV0077620	08/17/2018	ICMA-AGE <49	101.203.2031400	4,926.54
ICMA RETIREMENT TRUST - 457	INV0077621	08/17/2018	ICMA-AGE 50+ %	101.203.2031400	860.10
ICMA RETIREMENT TRUST - 457	INV0077622	08/17/2018	ICMA-AGE 50+	101.203.2031400	6,001.91
ICMA RETIREMENT TRUST - 457	INV0077623	08/17/2018	ICMA (EMPLOYER SHARE ADM	101.203.2031400	88.57
ICMA RETIREMENT TRUST - 457	INV0077631	08/17/2018	ROTH IRA (AGE 49 & UNDER)	101.203.2032400	1,943.07
ICMA RETIREMENT TRUST - 457	INV0077632	08/17/2018	ROTH IRA (AGE 50 & OVER)	101.203.2032400	400.00
INNOVATIVE OFFICE SOLUTIONS	SUM-041405	08/15/2018	S28777	101.41.1200.414.50025	565.20
INNOVATIVE OFFICE SOLUTIONS	SUM-041405	08/15/2018	S28777	101.41.1200.414.60018	17.61
INNOVATIVE OFFICE SOLUTIONS	SUM-041405	08/15/2018	S28777	101.45.3300.419.50030	745.41
INNOVATIVE OFFICE SOLUTIONS	SUM-041405	08/15/2018	S28777	101.45.3300.419.60040	14.73
INNOVATIVE OFFICE SOLUTIONS	SUM-041405	08/15/2018	S28777	101.45.3300.419.60040	180.63
KNOWINK, LLC	3205	08/15/2018	7/31/18	101.41.1200.414.60065	600.00

LANGUAGE LINE SERVICES	4377069	08/22/2018	9020909043	101.42.4000.421.50020	219.63
LILLIE SUBURBAN NEWSPAPERS	7/31/18 001363	08/22/2018	Advertising/Publishing	101.42.4000.421.50025	138.00
LILLIE SUBURBAN NEWSPAPERS	7/31/18 001363	08/22/2018	Advertising/Publishing	101.45.3200.419.50025	20.13
LILLIE SUBURBAN NEWSPAPERS	7/31/18 001363	08/22/2018	Advertising/Publishing	101.45.3200.419.50025	20.13
LOCAL GOVERNMENT INFORMATION SYST	45646	08/22/2018	106325	101.42.4000.421.70501	2,087.00
LONE OAK GRAPHICS INC	38275	08/15/2018	8150	101.41.1000.413.60065	149.13
M & J SERVICES, LLC	1872	08/22/2018	8/6/18	101.44.6000.451.40047	2,490.00
M & J SERVICES, LLC	1873	08/22/2018	8/6/18	101.44.6000.451.40047	500.00
M & J SERVICES, LLC	1874	08/22/2018	8/6/18	101.44.6000.451.40046	1,840.00
M & J SERVICES, LLC	1876	08/22/2018	8/7/18	101.43.5200.443.40046	2,965.00
M & J SERVICES, LLC	1877	08/22/2018	8/7/18	101.43.5200.443.40046	1,660.00
M & J SERVICES, LLC	1882	08/22/2018	8/9/18	101.43.5200.443.40046	930.00
M & J SERVICES, LLC	1883	08/22/2018	8/14/18	101.43.5200.443.40046	1,660.00
METRO LEGAL SERVICES INC	3091620 C	05/09/2018	REMAINING DUE	101.45.3000.419.30420	70.00
METROPOLITAN COUNCIL	JULY 2018	08/15/2018	JULY 2018	101.41.0000.3414000	(323.05)
MINNEAPOLIS OXYGEN CO.	00028868	08/22/2018	01910	101.42.4200.423.30700	71.61
MINNEAPOLIS OXYGEN CO.	00028869	08/22/2018	01915	101.42.4200.423.30700	71.61
MINNESOTA DEPARTMENT OF HUMAN SEF	INV0077614	08/17/2018	STEVE HER FEIN/TAXPAYER ID	101.203.2032100	439.04
MINNESOTA DEPARTMENT OF HUMAN SEF	INV0077615	08/17/2018	JOEL JACKSON FEIN/TAXPAYE	101.203.2032100	432.57
MINNESOTA DEPARTMENT OF HUMAN SEF	INV0077616	08/17/2018	JOHN VERDEJA FEIN/TAXPAYE	101.203.2032100	190.49
MN DEPT OF REVENUE	INV0077624	08/17/2018	LEVY - LETTER ID:L1707410112	101.203.2031900	511.83
MN DEPT OF REVENUE	INV0077634	08/17/2018	STATE WITHHOLDING	101.203.2030300	24,724.14
MN DEPT OF REVENUE	Jul - 18	08/20/2018	Taxes	101.207.2070300	145.58
MN DEPT OF REVENUE	Jul - 18 CR	08/20/2018	Taxes	101.207.2070300	(0.26)
MN NCPERS LIFE INSURANCE	AUGUST 2018	08/15/2018	AUGUST 2018 PREMIUM	101.203.2031600	320.00
NATURE CALLS, INC.	25826	08/15/2018	JUNE 2018	101.44.6000.451.40065	1,560.00
NET TRANSCRIPTS, INC.	0019561-IN	08/22/2018	20-IGHPD	101.42.4000.421.30700	2,967.09
OXYGEN SERVICE COMPANY, INC	03412304	08/22/2018	04394	101.42.4000.421.60065	38.81
PAPCO, INC.	105066	08/22/2018	105066	101.42.4200.423.40042	767.71
PERA	INV0077625	08/17/2018	PERA COORDINATED PLAN	101.203.2030600	39,867.60
PERA	INV0077626	08/17/2018	EMPLOYER SHARE (EXTRA PE	101.203.2030600	3,066.77
PERA	INV0077627	08/17/2018	PERA DEFINED PLAN	101.203.2030600	69.23
PERA	INV0077628	08/17/2018	EMPLOYER SHARE (PERA DEF	101.203.2030600	69.23
PERA	INV0077629	08/17/2018	PERA POLICE & FIRE PLAN	101.203.2030600	15,116.24
PERA	INV0077630	08/17/2018	EMPLOYER SHARE (POLICE &	101.203.2030600	22,674.39
PETTY CASH	8/22/18	08/22/2018	PETTY CASH REQUEST	101.45.3300.419.50080	15.48
PETTY CASH-WF PURCHASE CARD FEES	CRAIG RELLER WF OOP 7	08/16/2018	Wells Fargo Out of Pocket Reimt	101.44.6000.451.50065	8.00
PETTY CASH-WF PURCHASE CARD FEES	KRISTI SMITH WF OOP 7/1	08/16/2018	Wells Fargo Out of Pocket Reimt	101.41.2000.415.50075	125.18
PETTY CASH-WF PURCHASE CARD FEES	SHANNON BATTLES WF O	08/16/2018	Wells Fargo Out of Pocket Reimt	101.41.2000.415.50065	20.71
PETTY CASH-WF PURCHASE CARD FEES	TOM LINK WF OOP 7/18	08/16/2018	Wells Fargo Out of Pocket Reimt	101.45.3000.419.50065	5.45
PETTY CASH-WF PURCHASE CARD FEES	TOM LINK WF OOP 7/18	08/16/2018	Wells Fargo Out of Pocket Reimt	101.45.3000.419.50065	1.64
PETTY CASH-WF PURCHASE CARD FEES	TOM LINK WF OOP 7/18	08/16/2018	Wells Fargo Out of Pocket Reimt	101.45.3000.419.50065	12.54
PETTY CASH-WF PURCHASE CARD FEES	TOM LINK WF OOP 7/18	08/16/2018	Wells Fargo Out of Pocket Reimt	101.45.3000.419.50065	12.54
PETTY CASH-WF PURCHASE CARD FEES	TOM LINK WF OOP 7/18	08/16/2018	Wells Fargo Out of Pocket Reimt	101.45.3000.419.50065	6.54
PETTY CASH-WF PURCHASE CARD FEES	TOM LINK WF OOP 7/18	08/16/2018	Wells Fargo Out of Pocket Reimt	101.45.3000.419.50065	6.00
PETTY CASH-WF PURCHASE CARD FEES	TOM LINK WF OOP 7/18	08/16/2018	Wells Fargo Out of Pocket Reimt	101.45.3000.419.50065	3.27
PETTY CASH-WF PURCHASE CARD FEES	TOM LINK WF OOP 7/18	08/16/2018	Wells Fargo Out of Pocket Reimt	101.45.3000.419.50065	3.27
PETTY CASH-WF PURCHASE CARD FEES	TOM LINK WF OOP 7/18	08/16/2018	Wells Fargo Out of Pocket Reimt	101.45.3000.419.50065	30.52
PETTY CASH-WF PURCHASE CARD FEES	WILLIAM SCHROEPFER W	08/16/2018	Wells Fargo Out of Pocket Reimt	101.41.2000.415.50065	19.84
PETTY CASH-WF PURCHASE CARD FEES	JULY 2018	08/13/2018	CANCELLED LOW ENROLLMEN	101.41.2000.415.70440	141.32
PINE BEND PAVING, INC.	8/2/18	08/22/2018	8/2/18	101.43.5200.443.60016	500.33
PRAIRIE RESTORATIONS, INC.	13676	08/22/2018	8/3/18	101.44.6000.451.60035	1,105.00
RCM SPECIALTIES, INC.	6687	08/15/2018	7/26/18	101.43.5200.443.60016	1,037.00
SOUTH ST PAUL, CITY OF	4/6/18-7/12/18	08/15/2018	UTILITY BILLING	101.207.2070900	38.58
SPEED PRINT INC	87132	08/22/2018	8/1/18	101.42.4200.423.50030	114.00
THOMSON REUTERS - WEST	838642084	08/15/2018	2Q 2018 SERVICE FEE	101.42.4000.421.30700	199.56
UNIFIRST CORPORATION	090 0418429	08/22/2018	1051948	101.43.5200.443.60045	45.99
UNIFIRST CORPORATION	090 0418429	08/22/2018	1051948	101.44.6000.451.60045	24.47
UNIFIRST CORPORATION	090 0433021	08/15/2018	1051948	101.43.5200.443.60045	45.99
UNIFIRST CORPORATION	090 0433021	08/15/2018	1051948	101.44.6000.451.60045	30.19
UNIFIRST CORPORATION	090 0434121	08/22/2018	1051948	101.43.5200.443.60045	45.99
UNIFIRST CORPORATION	090 0434121	08/22/2018	1051948	101.44.6000.451.60045	30.19
UNIFIRST CORPORATION	090 0435237	08/22/2018	1051948	101.43.5200.443.60045	45.99
UNIFIRST CORPORATION	090 0435237	08/22/2018	1051948	101.44.6000.451.60045	30.19
URBAN LAND INSTITUTE	2655036	08/22/2018	0009435311	101.45.3000.419.50070	220.00
VERIFIED CREDENTIALS, INC.	281794	08/22/2018	6/30/18	101.41.1100.413.30500	718.00
VERIFIED CREDENTIALS, INC.	282955	08/15/2018	7/31/18	101.41.1100.413.30700	1,027.50
VERIZON WIRELESS	9811531715	08/15/2018	Telephone	101.41.1000.413.50020	175.05
VERIZON WIRELESS	9811531715	08/15/2018	Telephone	101.42.4000.421.50020	889.83
VERIZON WIRELESS	9811531715	08/15/2018	Telephone	101.42.4200.423.50020	1,968.82
VERIZON WIRELESS	9811531715	08/15/2018	Telephone	101.43.5100.442.50020	257.10
VERIZON WIRELESS	9811531715	08/15/2018	Telephone	101.43.5200.443.50020	395.94
VERIZON WIRELESS	9811531715	08/15/2018	Telephone	101.44.6000.451.50020	342.53

VERIZON WIRELESS	9811531715	08/15/2018	Telephone	101.45.3000.419.50020	51.42
VERIZON WIRELESS	9811531715	08/15/2018	Telephone	101.45.3300.419.50020	486.30
VERIZON WIRELESS	9811583143	08/15/2018	942147853-00001	101.42.4000.421.50020	670.50
WAKOTA CAER	8/7/18	08/15/2018	8/7/18	101.42.4200.423.50080	60.00
WEEDS NATIVE LANDSCAPING AND MAINT	1246	08/22/2018	8/5/18	101.43.5200.443.40046	2,725.00
ZEE MEDICAL SERVICE	54114259	08/22/2018	8/9/18	101.42.4000.421.60065	429.95
Fund: 101 - GENERAL FUND					420,917.86
PETTY CASH-WF PURCHASE CARD FEES	TRACY SHIMEK WF OOP	7/08/16/2018	Wells Fargo Out of Pocket Reimt	201.44.1600.465.50065	44.69
RIVER HEIGHTS CHAMBER OF COMMERCE	8862	08/15/2018	JULY 2018	201.44.1600.465.30700	4,149.42
RIVER HEIGHTS CHAMBER OF COMMERCE	8862	08/15/2018	JULY 2018	201.44.1600.465.30700	114.74
RIVER HEIGHTS CHAMBER OF COMMERCE	8862	08/15/2018	JULY 2018	201.44.1600.465.40065	250.00
SCOTT TUSKA	355	08/15/2018	7/17/18	201.44.1600.465.50025	1,800.00
Fund: 201 - C.V.B. FUND					6,358.85
GENESIS EMPLOYEE BENEFITS, INC	IN1319119	08/15/2018	Payroll	204.44.6100.452.30550	14.40
GENESIS EMPLOYEE BENEFITS, INC	INV1313837	08/22/2018	Payroll	204.44.6100.452.30550	0.87
GLAZE, CATHERINE	8/9/18	08/22/2018	REFUND - LOW ENROLLMENT	204.44.0000.3470000	68.00
IGH BASEBALL ASSOCIATION	7/24/18	08/15/2018	RAKING SERVICES 7/20-7/22	204.44.6100.452.30700	300.00
IGH SENIOR CLUB	JULY 2018	08/15/2018	JULY 2018	204.227.2271000	719.00
MN DEPT OF REVENUE	Jul - 18	08/20/2018	Taxes	204.207.2070300	297.92
MONAHAN, BRIAN	6296	08/22/2018	CITY PROJECT NO. 2015-03	204.44.6100.452.30700	405.00
SOUTH ST PAUL UMPIRES ASSOC	JULY 2018	08/22/2018	JULY 2018	204.44.6100.452.30700	1,421.00
STANGL, CINTHIA	8/6/18	08/15/2018	8/6/18	204.207.2070300	4.66
STANGL, CINTHIA	8/6/18	08/15/2018	8/6/18	204.44.0000.3471000	65.34
VERIZON WIRELESS	9811531715	08/15/2018	Telephone	204.44.6100.452.50020	51.42
Fund: 204 - RECREATION FUND					3,347.61
AEP ONSITE PARTNERS, LLC	419-21137868	08/22/2018	8/6/18	205.44.6200.453.40020	5,835.29
AEP ONSITE PARTNERS, LLC	419-21137868	08/22/2018	8/6/18	205.44.6200.453.40020	5,827.31
BAINBRIDGE, KRISTEN	7/27/18	08/15/2018	REFUND-SWIM LESSONS	205.44.0000.3493501	100.00
GENESIS EMPLOYEE BENEFITS, INC	IN1319119	08/15/2018	Payroll	205.44.6200.453.30550	40.44
GENESIS EMPLOYEE BENEFITS, INC	IN1319119	08/15/2018	Payroll	205.44.6200.453.30550	12.50
GENESIS EMPLOYEE BENEFITS, INC	IN1319119	08/15/2018	Payroll	205.44.6200.453.30550	12.50
GENESIS EMPLOYEE BENEFITS, INC	IN1319119	08/15/2018	Payroll	205.44.6200.453.30550	11.00
GENESIS EMPLOYEE BENEFITS, INC	IN1319119	08/15/2018	Payroll	205.44.6200.453.30550	3.50
GENESIS EMPLOYEE BENEFITS, INC	IN1319119	08/15/2018	Payroll	205.44.6200.453.30550	2.80
GENESIS EMPLOYEE BENEFITS, INC	INV1313837	08/22/2018	Payroll	205.44.6200.453.30550	1.31
GENESIS EMPLOYEE BENEFITS, INC	INV1313837	08/22/2018	Payroll	205.44.6200.453.30550	8.79
GENESIS EMPLOYEE BENEFITS, INC	INV1313837	08/22/2018	Payroll	205.44.6200.453.30550	2.64
GENESIS EMPLOYEE BENEFITS, INC	INV1313837	08/22/2018	Payroll	205.44.6200.453.30550	1.32
MANSUR, SABRINA	7/25/18	08/15/2018	REIMBURSE - KID ROCK SUPP	205.44.6200.453.60065	93.71
MEDICINE LAKE TOURS	6/26/18	08/15/2018	WEST SIDE STORY	205.44.6200.453.50090	1,050.00
MILLER, BRAD	7/24/18	08/15/2018	REFUND- FITNESS LOW ENRO	205.44.0000.3493501	59.00
MN DEPT OF REVENUE	Jul - 18	08/20/2018	Taxes	205.207.2070300	6,354.78
NEW LIFE ACADEMY	8/1/18	08/15/2018	REFUND - POOL GROUP	205.44.0000.3492700	50.00
VERIZON WIRELESS	9811531715	08/15/2018	Telephone	205.44.6200.453.50020	22.16
VERIZON WIRELESS	9811531715	08/15/2018	Telephone	205.44.6200.453.50020	69.60
VERIZON WIRELESS	9811531715	08/15/2018	Telephone	205.44.6200.453.50020	57.21
VERIZON WIRELESS	9811531715	08/15/2018	Telephone	205.44.6200.453.50020	69.61
Fund: 205 - COMMUNITY CENTER					19,685.47
GENESIS EMPLOYEE BENEFITS, INC	IN1319119	08/15/2018	Payroll	290.45.3000.419.30550	1.36
GENESIS EMPLOYEE BENEFITS, INC	INV1313837	08/22/2018	Payroll	290.45.3000.419.30550	0.26
SRF CONSULTING GROUP, INC	10329.00-9	08/22/2018	6/30/18	290.45.3000.419.30700	520.46
TRAFFIC DATA INC.	5890	08/15/2018	481-18-01	290.45.3000.419.30700	1,025.00
Fund: 290 - EDA OPERATING					1,547.08
LILLIE SUBURBAN NEWSPAPERS	7/31/18 001363	08/22/2018	Advertising/Publishing	291.45.3000.419.50025	54.63
Fund: 291 - EDA ACQUISITIONS					54.63
WELLS FARGO BANK	1594227	08/15/2018	INVE811AGO	358.57.9000.570.90300	525.00
Fund: 358 - G.O. REFUNDING IMPROV BONDS 2011A					525.00
METROPOLITAN COUNCIL	JULY 2018	08/15/2018	JULY 2018	404.217.2170000	32,305.00
Fund: 404 - SEWER CONNECTION FUND					32,305.00
WSB & ASSOCIATES, INC.	R-011626-000-5	08/15/2018	HVP DOG PARK DEV.	436.44.5900.736.30300	15,571.75
Fund: 436 - 2016 IMPROVEMENT FUND					15,571.75
DAKOTA CTY	8/16/18	08/22/2018	HAY PROPERTY ACQUISITION	437.44.5900.737.80100	182,000.00
STAPF, DAVID	8/17/18	08/22/2018	PREPAYMENT - BURY CABLES	437.44.5900.737.30700	22,095.73
STEVENS ENGINEERS INC	11574	08/22/2018	900-18-302	437.44.5900.737.30300	2,810.55
Fund: 437 - 2017 IMPROVEMENT FUND					206,906.28

EJM PIPE SERVICES	PAY VO. NO 1	08/22/2018	CITY PROJECT NO. 2018-08 & 2	438.42.4200.423.80300	1,900.00
EJM PIPE SERVICES	PAY VO. NO 1	08/22/2018	CITY PROJECT NO. 2018-08 & 2	438.42.4200.423.80300	72,236.57
FINANCE & COMMERCE, INC.	743890293	08/15/2018	10025798	438.73.5900.738.50025	195.34
Q3 CONTRACTING	PAY VO. NO. 1	08/15/2018	CITY PROJECT NO. 2018-04	438.73.5900.738.80300	33,269.28
SHORT ELLIOTT HENDRICKSON, INC.	354174	08/22/2018	4340	438.73.5900.738.30300	5,196.14
Fund: 438 - 2018 IMPROVEMENT FUND					112,797.33
FAHRNER ASPHALT SEALERS LLC	FINAL PAY VO, NO. 1	08/15/2018	CITY PROJECT NO. 2018-09A	440.74.5900.740.40046	49,997.04
MCNAMARA CONTRACTING INC	PAY VO. NO 3	08/22/2018	CITY PROJECT NO. 2017-21,20	440.74.5900.740.80300	402,542.87
PARK CONSTRUCTION COMPANY	PAY VO. NO 1	08/22/2018	CITY PROJECT NO. 2017-09E	440.74.5900.740.80300	156,395.26
PEARSON BROTHERS, INC.	PAY VO. NO 1	08/15/2018	CITY PROJECT NO. 2018-04	440.74.5900.740.40046	351,101.19
Fund: 440 - PAVEMENT MANAGEMENT PROJ					960,036.36
DAKOTA CTY SOIL & WATER	2821	08/15/2018	APRIL-JUNE 2018	441.74.5900.741.30700	1,200.00
GENESIS EMPLOYEE BENEFITS, INC	IN1319119	08/15/2018	Payroll	441.74.5900.741.30550	3.75
GENESIS EMPLOYEE BENEFITS, INC	INV1313837	08/22/2018	Payroll	441.74.5900.741.30550	1.31
SOUTH ST PAUL, CITY OF	4/6/18-7/12/18	08/15/2018	UTILITY BILLING	441.74.5900.741.40030	65.58
Fund: 441 - STORM WATER MANAGEMENT					1,270.64
WSB & ASSOCIATES, INC.	6/29/1813	08/15/2018	0-003599-000	446.74.5900.746.30300	57,889.75
WSB & ASSOCIATES, INC.	7/31/18 14	08/15/2018	0-003599-000	446.74.5900.746.30300	3,558.50
Fund: 446 - NW AREA					61,448.25
PIONEER ENGINEERING	20180709078	08/15/2018	PROJECT 117140	449.45.3000.419.30300	740.00
Fund: 449 - COMMUNITY PROPERTY					740.00
BARR ENGINEERING COMPANY	23190218.00-267	08/22/2018	5/19/18-6/15/18	451.75.5900.751.30700	6,566.00
BARR ENGINEERING COMPANY	23190218.00-268	08/22/2018	ENVIRONMENTAL ASSISTANCE	451.75.5900.751.30700	2,484.50
Fund: 451 - HOST COMMUNITY FUND					9,050.50
EHLERS AND ASSOCIATES, INC.	77704	08/15/2018	8/10/18	453.57.9000.570.30150	240.00
EHLERS AND ASSOCIATES, INC.	77883	08/15/2018	8/10/18	453.57.9000.570.30150	2,880.00
Fund: 453 - SE QUADRANT TIF DIST 4-1					3,120.00
COMO LUBE & SUPPLIES	642507	08/15/2018	7/24/18	454.43.5500.446.40025	25.00
Fund: 454 - LANDFILL ABATEMENT					25.00
CITY OF BLOOMINGTON	1800177	08/15/2018	8/6/18	501.50.7100.512.30700	420.00
CONTINENTAL SAFETY EQUIPMENT	448368	08/22/2018	8/10/18	501.50.7100.512.60065	126.76
CORE & MAIN LP	J297365	08/22/2018	099872	501.50.7100.512.75500	4,520.90
CORE & MAIN LP	J297372	08/22/2018	099872	501.50.7100.512.60016	9.00
GENESIS EMPLOYEE BENEFITS, INC	IN1319119	08/15/2018	Payroll	501.50.7100.512.30550	49.58
GENESIS EMPLOYEE BENEFITS, INC	INV1313837	08/22/2018	Payroll	501.50.7100.512.30550	12.66
GOPHER STATE ONE-CALL	8070468	08/15/2018	MN00435	501.50.7100.512.30700	930.15
HAWKINS, INC.	4339766	08/22/2018	108816	501.50.7100.512.60019	658.80
MIDWEST TESTING	4587	08/22/2018	8/7/18	501.50.7100.512.40043	1,950.00
MN DEPT OF HEALTH	7/1/18-9/30/18	08/22/2018	1190014	501.207.2070100	12,481.00
MN DEPT OF REVENUE	Jul - 18	08/20/2018	Taxes	501.207.2070200	6,082.11
MN GLOVE & SAFETY, INC.	310058	08/15/2018	CTINVE	501.50.7100.512.60045	74.98
PETTY CASH	8/22/18	08/22/2018	PETTY CASH REQUEST	501.50.7100.512.50080	6.00
PINE BEND PAVING, INC.	9072418	08/15/2018	7/24/18	501.50.7100.512.40046	2,021.21
R & H PAINTING, LLC.	896	08/15/2018	8/6/18	501.50.7100.512.40043	15,000.00
SOUTH ST PAUL, CITY OF	4/6/18-7/12/18	08/15/2018	UTILITY BILLING	501.50.7100.512.40005	292.57
VERIZON WIRELESS	9811531715	08/15/2018	Telephone	501.50.7100.512.50020	306.10
VESSCO INC	73819	08/15/2018	13641	501.50.7100.512.60016	20.93
Fund: 501 - WATER UTILITY FUND					44,962.75
ELECTRIC PUMP INC	0063378-IN	08/22/2018	0713445	502.51.7200.514.40042	712.43
FLEXIBLE PIPE TOOL COMPANY	22725	08/15/2018	8/3/18	502.51.7200.514.40043	302.85
GENESIS EMPLOYEE BENEFITS, INC	IN1319119	08/15/2018	Payroll	502.51.7200.514.30550	23.23
GENESIS EMPLOYEE BENEFITS, INC	INV1313837	08/22/2018	Payroll	502.51.7200.514.30550	7.06
MN GLOVE & SAFETY, INC.	310083	08/22/2018	CTINVE	502.51.7200.514.60045	139.97
MN GLOVE & SAFETY, INC.	310161	08/22/2018	CTINVE	502.51.7200.514.60045	65.25
SOUTH ST PAUL, CITY OF	4/6/18-7/12/18	08/15/2018	UTILITY BILLING	502.51.7200.514.40015	549.12
Fund: 502 - SEWER UTILITY FUND					1,799.91
ARTISAN BEER COMPANY	3282128	08/22/2018	125656	503.52.8300.524.76150	421.00
BREAKTHRU BEVERAGE MINNESOTA	1080838590	08/15/2018	102294	503.52.8300.524.76150	212.50
BREAKTHRU BEVERAGE MINNESOTA	1080842094	08/22/2018	102294	503.52.8300.524.76150	155.05
BREAKTHRU BEVERAGE MINNESOTA	1090894657	08/22/2018	102294	503.52.8300.524.76150	420.00
COCA COLA BOTTLING COMPANY	3607204414	08/22/2018	8/8/18	503.52.8300.524.76100	1,134.78
COLLEGE CITY BEVERAGE	442-0495	08/22/2018	3592	503.52.8300.524.76150	660.50
COVERALL OF THE TWIN CITIES INC	7070253246	08/15/2018	707-2469	503.52.8500.526.40040	1,124.81
ESCAPE FIRE PROTECTION LLC	24721	08/15/2018	7/27/18	503.52.8500.526.50055	975.00
GARY'S PEST CONTROL	51129	08/22/2018	JULY 29TH	503.52.8500.526.40040	71.77
GENESIS EMPLOYEE BENEFITS, INC	IN1319119	08/15/2018	Payroll	503.52.8000.521.30550	11.00

GENESIS EMPLOYEE BENEFITS, INC	IN1319119	08/15/2018	Payroll	503.52.8500.526.30550	3.50
GENESIS EMPLOYEE BENEFITS, INC	IN1319119	08/15/2018	Payroll	503.52.8600.527.30550	25.50
GENESIS EMPLOYEE BENEFITS, INC	INV1313837	08/22/2018	Payroll	503.52.8000.521.30550	2.63
GENESIS EMPLOYEE BENEFITS, INC	INV1313837	08/22/2018	Payroll	503.52.8600.527.30550	5.26
HEGGIES PIZZA	589749671	08/22/2018	C224	503.52.8300.524.76050	80.40
JJ TAYLOR DIST. COMPANY OF MN	2863707	08/15/2018	00834	503.52.8300.524.76150	211.00
JJ TAYLOR DIST. COMPANY OF MN	2872385	08/22/2018	00834	503.52.8300.524.76150	545.00
M. AMUNDSON LLP	263563	08/22/2018	902858	503.52.8300.524.76050	157.55
MANSFIELD OIL COMPANY	20853065	08/15/2018	24129	503.52.8600.527.60021	1,433.98
MANSFIELD OIL COMPANY	20879609	08/15/2018	24129	503.52.8600.527.60021	1,317.65
MERCURY ELECTRIC CORPORATION	10019	08/15/2018	8/2/18	503.52.8600.527.60008	549.00
MN DEPT OF REVENUE	Jul - 18	08/20/2018	Taxes	503.207.2070300	26,319.55
MN DEPT OF REVENUE	Jul - 18	08/20/2018	Taxes	503.52.8500.526.50020	42.27
MN GOLF ASSOCIATION, INC.	7/15/18 45-0413-02	08/15/2018	45-0413-02	503.52.8000.521.70250	1,250.00
MN GOLF ASSOCIATION, INC.	7/15/18 45-0413-03	08/15/2018	45-0413-03	503.52.8000.521.70250	50.00
MN GOLF ASSOCIATION, INC.	7/15/18 45-0413-05	08/15/2018	45-0413-05	503.52.8000.521.70250	150.00
MN GOLF ASSOCIATION, INC.	7/15/18 45-0413-07	08/15/2018	45-0413-07	503.52.8000.521.70250	25.00
MN GOLF ASSOCIATION, INC.	7/15/18 45-0413-08	08/15/2018	45-0413-08	503.52.8000.521.70250	35.00
MTI DISTRIBUTING CO	1167147-00	08/15/2018	402307	503.52.8600.527.60008	3,692.53
NATURE CALLS, INC.	25795	08/15/2018	6/30/18	503.52.8600.527.40065	124.27
PETTY CASH-WF PURCHASE CARD FEES	MATT MOYNIHAN WF OOP	08/16/2018	Wells Fargo Out of Pocket Reimt	503.52.8300.524.76050	14.61
PETTY CASH-WF PURCHASE CARD FEES	MATT MOYNIHAN WF OOP	08/16/2018	Wells Fargo Out of Pocket Reimt	503.52.8300.524.76050	5.93
PETTY CASH-WF PURCHASE CARD FEES	MATT MOYNIHAN WF OOP	08/16/2018	Wells Fargo Out of Pocket Reimt	503.52.8300.524.76050	14.61
PETTY CASH-WF PURCHASE CARD FEES	MATT MOYNIHAN WF OOP	08/16/2018	Wells Fargo Out of Pocket Reimt	503.52.8300.524.76100	54.90
PETTY CASH-WF PURCHASE CARD FEES	MATT MOYNIHAN WF OOP	08/16/2018	Wells Fargo Out of Pocket Reimt	503.52.8500.526.60065	11.23
PLAISTED COMPANIES, INC.	17670	08/15/2018	INW1	503.52.8600.527.60020	539.39
REINDERS, INC.	1748365-00	08/15/2018	326799	503.52.8600.527.60040	175.67
US FOODSERVICE	4688519	08/22/2018	03805983	503.52.8300.524.60065	137.73
US FOODSERVICE	4688519	08/22/2018	03805983	503.52.8300.524.76050	163.10
US FOODSERVICE	4688519	08/22/2018	03805983	503.52.8300.524.76100	833.25
VERIZON WIRELESS	9811531715	08/15/2018	Telephone	503.52.8500.526.50020	204.75

Fund: 503 - INVER WOOD GOLF COURSE

43,361.67

GENESIS EMPLOYEE BENEFITS, INC	IN1319119	08/15/2018	Payroll	602.00.2100.415.30550	2.15
GENESIS EMPLOYEE BENEFITS, INC	INV1313837	08/22/2018	Payroll	602.00.2100.415.30550	0.26
INVER GROVE FORD	6263414/1	08/15/2018	8/1/18	602.00.2100.415.40048	119.99

Fund: 602 - RISK MANAGEMENT

122.40

ALLSTATE PETERBILT OF SOUTH ST. PAUL	3004172629	08/22/2018	14649	603.140.1450050	736.42
COMO LUBE & SUPPLIES	643116	08/22/2018	100395	603.00.5300.444.40025	141.03
EMERGENCY AUTOMOTIVE TECHNOLOGIE	WC080618-24	08/22/2018	8/9/18	603.00.5300.444.40041	145.00
FACTORY MOTOR PARTS COMPANY	1-Z15044	07/25/2018	10799	603.00.5300.444.40041	(11.00)
FACTORY MOTOR PARTS COMPANY	1-Z15363	08/22/2018	10799	603.140.1450050	240.86
FLEETPRIDE	8404664	08/22/2018	8/7/18	603.00.5300.444.40041	9,756.42
GENESIS EMPLOYEE BENEFITS, INC	IN1319119	08/15/2018	Payroll	603.00.5300.444.30550	12.74
GENESIS EMPLOYEE BENEFITS, INC	INV1313837	08/22/2018	Payroll	603.00.5300.444.30550	2.63
HANCO CORPORATION	428468	08/15/2018	332660	603.00.5300.444.60011	801.47
INVER GROVE FORD	5253208	08/22/2018	5/31/18	603.00.5300.444.40041	427.27
INVER GROVE FORD	5256378	08/15/2018	7/31/18	603.00.5300.444.40041	105.78
INVER GROVE FORD	5256550	08/22/2018	8/2/18	603.00.5300.444.40041	133.05
INVER GROVE FORD	5256695	08/22/2018	8/6/18	603.00.5300.444.40041	70.40
MACQUEEN EMERGENCY GROUP	P01328	08/22/2018	INVER003	603.00.5300.444.40041	343.47
MANSFIELD OIL COMPANY	109015	08/22/2018	23866-02-109015	603.140.1450060	10,280.27
MANSFIELD OIL COMPANY	109016	08/22/2018	23866-01-109016	603.140.1450060	5,625.78
MANSFIELD OIL COMPANY	111048	08/22/2018	23866-02-111048	603.140.1450060	2,616.16
MID CITY SERVICES, INC.	85904	08/22/2018	8/3/18	603.00.5300.444.40065	45.75
MN SUPPLY CO	Y86391	08/22/2018	39242	603.00.5300.444.60014	1,053.14
MTI DISTRIBUTING CO	1177787-00	08/22/2018	91180	603.00.5300.444.40041	250.00
MTI DISTRIBUTING CO	1179500-00	08/22/2018	91180	603.00.5300.444.40041	1,579.21
MTI DISTRIBUTING CO	1183335-00	08/22/2018	91180	603.00.5300.444.40041	98.15
NORTH AMERICAN TRAILER SALES	0304132195	08/01/2018	10095	603.00.5300.444.40041	157.43
NORTH AMERICAN TRAILER SALES	0304132203	08/01/2018	10095	603.00.5300.444.40041	(157.43)
NORTH AMERICAN TRAILER SALES	0304132590	08/22/2018	10095	603.00.5300.444.40041	393.99
NORTH AMERICAN TRAILER SALES	0304132619	08/22/2018	10095	603.00.5300.444.40041	(115.00)
NORTHWOODS FORD	18-102	08/22/2018	26941	603.00.5300.444.80700	114,004.80
O' REILLY AUTO PARTS	1767-343935	08/15/2018	1578028	603.00.5300.444.40041	64.68
O' REILLY AUTO PARTS	1767-344067	08/15/2018	1578028	603.00.5300.444.60012	6.58
O' REILLY AUTO PARTS	1767-344113	08/15/2018	1578028	603.00.5300.444.60040	39.98
O' REILLY AUTO PARTS	1767-344846	08/15/2018	1578028	603.00.5300.444.60012	12.99
O' REILLY AUTO PARTS	1767-344849	08/15/2018	1578028	603.140.1450050	97.88
O' REILLY AUTO PARTS	1767-344928	08/15/2018	1578028	603.00.5300.444.40041	2.90
O' REILLY AUTO PARTS	1767-345310	08/22/2018	1578028	603.00.5300.444.40041	6.12
O' REILLY AUTO PARTS	1767-345329	08/22/2018	1578028	603.140.1450050	39.34
O' REILLY AUTO PARTS	1767-345672	08/22/2018	1578028	603.00.5300.444.40041	6.12
O' REILLY AUTO PARTS	1767-346262	08/22/2018	1578028	603.00.5300.444.40041	123.14

O' REILLY AUTO PARTS	1767-346509	08/22/2018	1578028	603.00.5300.444.40041	303.32
O' REILLY AUTO PARTS	1767-346510	08/22/2018	1578028	603.140.1450050	8.12
O' REILLY AUTO PARTS	1767-346646	08/22/2018	1578028	603.00.5300.444.40041	4.11
O' REILLY AUTO PARTS	1767-346700	08/22/2018	1578028	603.00.5300.444.60012	19.98
O' REILLY AUTO PARTS	1767-346701	08/22/2018	1578028	603.140.1450050	88.08
O' REILLY AUTO PARTS	1767-346829	08/22/2018	1578028	603.140.1450050	58.14
O' REILLY AUTO PARTS	1767-346831	08/22/2018	1578028	603.140.1450050	38.13
O' REILLY AUTO PARTS	1767-347027	08/22/2018	1578028	603.00.5300.444.40041	12.98
O' REILLY AUTO PARTS	1767-347121	08/22/2018	1578028	603.140.1450050	49.46
O' REILLY AUTO PARTS	1767-347597	08/22/2018	1578028	603.00.5300.444.40041	27.43
O' REILLY AUTO PARTS	1767-344906	08/15/2018	1578028	603.00.5300.444.40041	(16.29)
O' REILLY AUTO PARTS	1767-346663	08/22/2018	1578028	603.00.5300.444.40041	(45.00)
PETTY CASH	8/22/18	08/22/2018	PETTY CASH REQUEST	603.00.5300.444.60065	12.00
POMP'S TIRE SERVICE, INC.	210359836	08/22/2018	4502557	603.00.5300.444.40041	594.00
POMP'S TIRE SERVICE, INC.	980050689	08/15/2018	4502557	603.00.5300.444.40041	19.00
POMP'S TIRE SERVICE, INC.	980050931	08/22/2018	4502557	603.140.1450050	1,064.16
STAPP MANUFACTURING CO. INC.	54315	08/22/2018	54315	603.00.5300.444.80700	33,560.00
TRENCHERS PLUS, INC.	IT93435	08/15/2018	R03634	603.00.5300.444.40041	383.67
TRUCK UTILITIES, INC.	0326922	08/15/2018	000154	603.00.5300.444.40041	1,200.00
UNIFIRST CORPORATION	090 0418429	08/22/2018	1051948	603.00.5300.444.40065	170.18
UNIFIRST CORPORATION	090 0418429	08/22/2018	1051948	603.00.5300.444.60045	39.67
UNIFIRST CORPORATION	090 0433021	08/15/2018	1051948	603.00.5300.444.40065	175.46
UNIFIRST CORPORATION	090 0433021	08/15/2018	1051948	603.00.5300.444.60045	38.23
UNIFIRST CORPORATION	090 0434121	08/22/2018	1051948	603.00.5300.444.40065	171.26
UNIFIRST CORPORATION	090 0434121	08/22/2018	1051948	603.00.5300.444.60045	28.77
UNIFIRST CORPORATION	090 0435237	08/22/2018	1051948	603.00.5300.444.40065	171.26
UNIFIRST CORPORATION	090 0435237	08/22/2018	1051948	603.00.5300.444.60045	12.15
VERIZON WIRELESS	9811531715	08/15/2018	Telephone	603.00.5300.444.50020	109.78
WORLD FUEL SERVICES	17905921534-41801	08/22/2018	112741	603.140.1450050	43.69
ZIEGLER INC	SW140162852	08/15/2018	4069900	603.00.5300.444.40041	2,677.88
ZIEGLER INC	SW140163110	08/22/2018	4069900	603.00.5300.444.40041	635.18
Fund: 603 - CENTRAL EQUIPMENT					190,792.32
INNOVATIVE OFFICE SOLUTIONS	SUM-041405	08/15/2018	S28777	604.00.2200.416.60005	89.97
INNOVATIVE OFFICE SOLUTIONS	SUM-041405	08/15/2018	S28777	604.00.2200.416.60010	1,452.28
US BANCORP EQUIPMENT FINANCE, INC.	363055567	08/15/2018	923425	604.00.2200.416.40050	2,555.00
Fund: 604 - CENTRAL STORES					4,097.25
AEP ONSITE PARTNERS, LLC	419-21137868	08/22/2018	8/6/18	605.00.7500.460.40020	3,067.78
CULLIGAN	7/31/18 157-98503022-8	08/15/2018	157-98503022-8	605.00.7500.460.60011	69.05
GENESIS EMPLOYEE BENEFITS, INC	IN1319119	08/15/2018	Payroll	605.00.7500.460.30550	3.50
HUEBSCH SERVICES	4121042	08/15/2018	100075	605.00.7500.460.40065	118.22
LONE OAK COMPANIES	79209	08/15/2018	8/1/18	605.00.7500.460.50035	548.26
LONE OAK COMPANIES	8/10/18	08/15/2018	UTILITY BILLING POSTAGE	605.00.7500.460.50035	1,430.60
M & J SERVICES, LLC	1871	08/22/2018	8/6/18	605.00.7500.460.40040	900.00
Fund: 605 - CITY FACILITIES					6,137.41
DAKOTA CTY FINANCIAL SVCS	00030946	08/15/2018	JULY 2018 OPERATIONAL COS	606.00.1400.413.30700	1,551.33
GENESIS EMPLOYEE BENEFITS, INC	IN1319119	08/15/2018	Payroll	606.00.1400.413.30550	30.05
GENESIS EMPLOYEE BENEFITS, INC	INV1313837	08/22/2018	Payroll	606.00.1400.413.30550	6.58
MN DEPT OF REVENUE	Jul - 18	08/20/2018	Taxes	606.00.1400.413.60041	55.05
OFFICE OF MN. IT SERVICES	DV18070486	08/22/2018	200B00171	606.00.1400.413.50070	310.00
WORKS COMPUTING, INC.	30124	08/15/2018	INVER	606.00.1400.413.60041	473.13
WORKS COMPUTING, INC.	30199	08/22/2018	INVER	606.00.1400.413.30700	12,800.00
Fund: 606 - TECHNOLOGY FUND					15,226.14
BARR ENGINEERING COMPANY	23190328.18-4	08/15/2018	2018 PROJECT REVIEWS	702.229.2291802	1,063.62
BARR, LORI	8/17/18	08/22/2018	ESCROW RELEASE HAYDEN H	702.229.2302502	2,504.85
CULLIGAN	7/31/18 157-98473242-8	08/15/2018	157-98473242-8	702.229.2286300	55.45
DAKOTA CTY SOIL & WATER	2821	08/15/2018	APRIL-JUNE 2018	702.229.2296702	760.00
HENNEPIN COUNTY DISTRICT COURT	18417208	08/22/2018	TERESA MORROW	702.229.2291000	78.00
LILLIE SUBURBAN NEWSPAPERS	7/31/18 001363	08/22/2018	Advertising/Publishing	702.229.2305502	46.00
LILLIE SUBURBAN NEWSPAPERS	7/31/18 001363	08/22/2018	Advertising/Publishing	702.229.2306002	44.00
LILLIE SUBURBAN NEWSPAPERS	7/31/18 001363	08/22/2018	Advertising/Publishing	702.229.2306402	20.13
LILLIE SUBURBAN NEWSPAPERS	7/31/18 001363	08/22/2018	Advertising/Publishing	702.229.2306502	20.13
LILLIE SUBURBAN NEWSPAPERS	7/31/18 001363	08/22/2018	Advertising/Publishing	702.229.2307402	38.50
NICOLLET COUNTY SHERRIF'S OFFICE	52VB171678	08/22/2018	CHRISTOPHER AMERTERIO	702.229.2291000	315.00
RAMSEY COUNTY SHERIFF'S DEPT	62CR183227	08/22/2018	PORSHA BRASHA BRYANT	702.229.2291000	300.00
Fund: 702 - ESCROW FUND					5,245.68
Grand Total					2,167,453.14

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Approval of Temporary Liquor License – Church of St. Patrick

Meeting Date: August 27, 2018
 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 15, 2018 and September 16, 2018.

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

Consider Awarding Contract to Diversified Construction Midwest Inc. for VMCC/Grove Bathroom Remodeling Project

Meeting Date: August 27, 2018
 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 award a contract to Diversified Construction Midwest in the amount of \$174,486 to remodel six (6) existing bathrooms in the lobby of the VMCC/Grove. The project is funded by the 2018 VMCC/Grove Budget.

SUMMARY

The VMCC/Grove budget includes the remodeling of the six (6) bathrooms in the lobby in 2018. We received two quotes for the work as follows:

Diversified Construction Midwest	\$174,486
Great Northern Builders	\$190,844

The work includes the following:

- Demolition of all six bathrooms
- New counter tops, sinks, fixtures, and mirrors
- New bathroom partitions and hand dryers
- New LED lighting and ceiling tiles
- New epoxy flooring system
- Re-use of existing toilets and urinals
- Permits, performance bonds, insurance,

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Pay Request No 1 – West Rink Floor – West Rink Renovation Project – City Project 2017-1722

Meeting Date: August 27, 2018
 Item Type: Consent Agenda
 Contact: Eric Carlson – 651.450.2587
 Prepared by: Eric Carlson
 Reviewed by: Shannon Battles

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 approve pay request #1 for the West Rink Floor for the West Rink Renovation Project to MN Ice LLC. in the amount of \$261,826.89. The overall project is funded with an interest-free loan from the Central Equipment Fund which will be repaid over a 10-year period from the Host Community Fund. The contract with Minnesota Ice is a part of a larger project we are doing in conjunction with a JPA with the City of Rosemount. Under the terms of the JPA, the City of Rosemount will reimburse the City 90% of the project costs over a 10-year period.

SUMMARY

On May 29, 2018, the Council approved the West Rink Floor Project to Minnesota Ice LLC.

The contract with MN Ice is as follows:

Minnesota Ice	\$539,852
Change Order 1	\$19,107.25
Change Order 2	\$1,230.00
Change Order 3	\$48,842.18
Total	\$609,031.43

The overall project budget is as follows:

Contractor	Amount	Description
Stevens Engineering	\$39,300	Design and Engineering
GPRS	\$650	Underground utility locates
Rink Tech	\$4,682	Installation of isolation valve
Frank J Zamboni	\$136,890	Ice Resurfacer
Becker Arena Products	\$165,246	Dasher Board System
Minnesota Ice	\$539,852	West Rink Floor
Braun Intertec	\$2,100	Soils Engineer
MN Ice - Change Order #1	\$19,107.25	Soils Correction
MN Ice - Change Order #2	\$1,230	Additional Temperature Sensors
MN Ice - Change Order #3	\$48,842.18	Correct Rain Damage; paid by LMCIT insurance claim
Insituform	\$31,886	Line Roof Drain Pipe
Project Contingency	\$6,834.57	Started at \$50,000 increased to \$60,000 on July 23, 2018 and increased to \$110,000 on August 13, 2018
Total	\$996,620.00	

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Change Order No 1 – Dasher Board Package – West Rink Renovation Project – City Project 2018-1722

Meeting Date: August 27, 2018
 Item Type: Consent Agenda
 Contact: Eric Carlson – 651.450.2587
 Prepared by: Eric Carlson
 Reviewed by: Shannon Battles

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 approve Change Order #1 for the dasher board package to Becker Arena Products Inc. in the amount of \$27,271.51 and to increase the project contingency budget to \$138,000. The change order is covered by a claim filed with the League of MN Cities Insurance Trust. The overall project is funded with an interest-free loan from the Central Equipment Fund which will be repaid over a 10-year period from the Host Community Fund. The contract with Minnesota Ice is a part of a larger project we are doing in conjunction with a JPA with the City of Rosemount. Under the terms of the JPA, the City of Rosemount will reimburse the City 90% of the project costs over a 10-year period.

SUMMARY

On May 14, 2018, the Council approved the Dasher Board Project to Becker Arena Products. Change order #1 involves replacing rubberized flooring that was damaged because of our storm water pipe leaking during Friday/Saturday August 3rd/4th 1.78" rain event.

The contract with Becker Arena Products is as follows:

Becker Arena Products	\$165,246.00
Change Order 1	\$27,271.51
Total	\$192,517.51

The overall project budget is as follows:

Contractor	Amount	Description
Stevens Engineering	\$39,300	Design and Engineering
GPRS	\$650	Underground utility locates
Rink Tech	\$4,682	Installation of isolation valve
Frank J Zamboni	\$136,890	Ice Resurfacer
Braun Intertec	\$2,100	Soils Engineer
Insituform	\$31,886	Line Roof Drain Pipe
Becker Arena Products	\$165,246	Dasher Board System
Becker Arena Products – Change Order #1	\$27,271.51	Correct Rain Damage; paid by LMCIT insurance claim
Minnesota Ice	\$539,852	West Rink Floor
MN Ice - Change Order #1	\$19,107.25	Soils Correction
MN Ice - Change Order #2	\$1,230	Additional Temperature Sensors
MN Ice - Change Order #3	\$48,842.18	Correct Rain Damage; paid by LMCIT insurance claim
Project Contingency	\$7,563.06	Started at \$50,000 increased to \$60,000 on July 23, 2018, increased to \$110,000 on August 13, 2018 and increased to \$138,000 on August 23, 2018
Total	\$1,024,620.00	

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Declaration of Property for Heritage Village Park (SG-2010-049 & SG-04273)

Meeting Date: August 27, 2018
 Item Type: Consent Agenda
 Contact: Eric Carlson – 651.450.2587
 Prepared by: Eric Carlson
 Reviewed by: Eric Carlson – Parks & Recreation

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Approve declaration of property for the purposes of expending state grant funds SG-2010-049 & SG-04273.

SUMMARY

The City received a \$1,000,000 grant from the State of MN. The funds are to be used for:

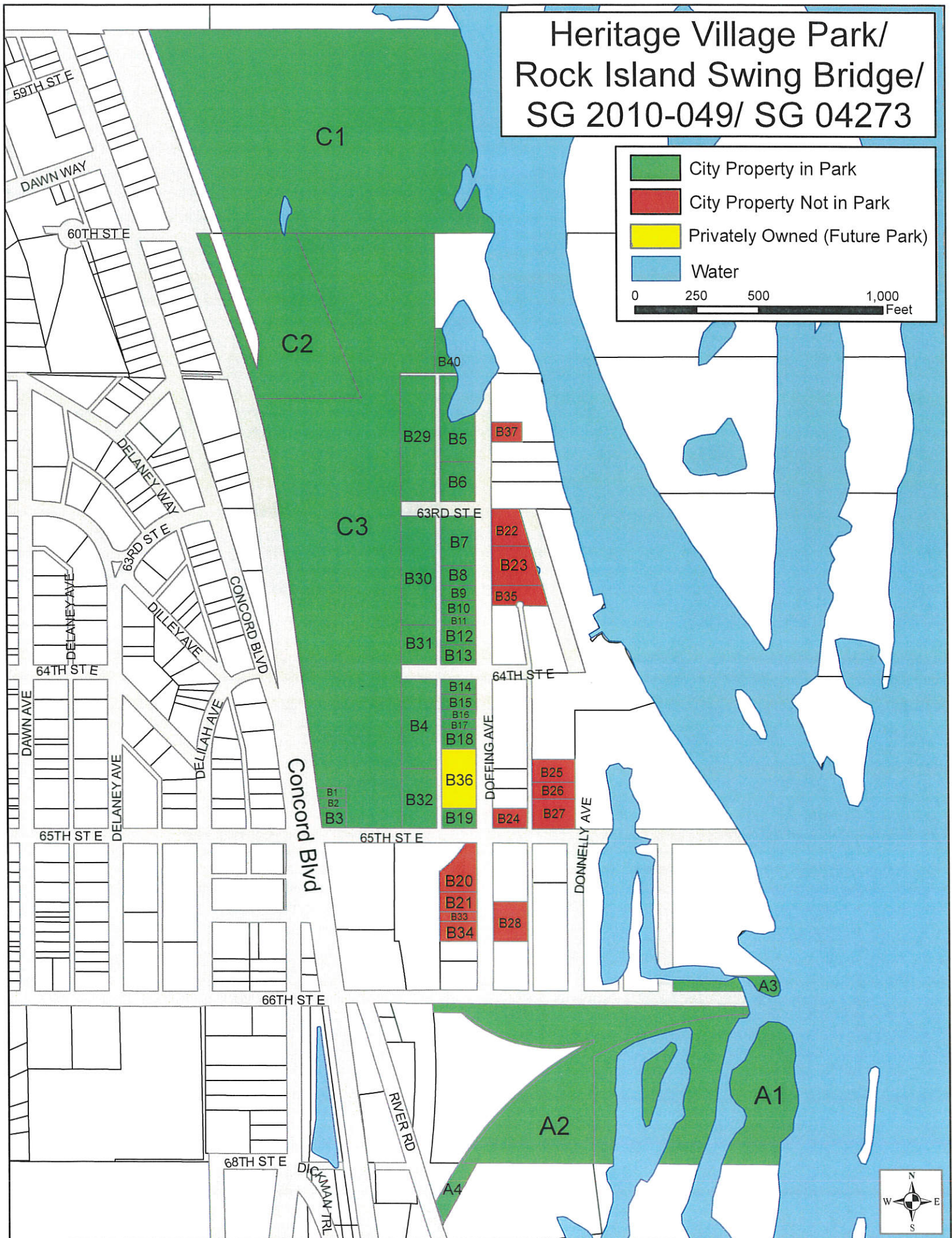
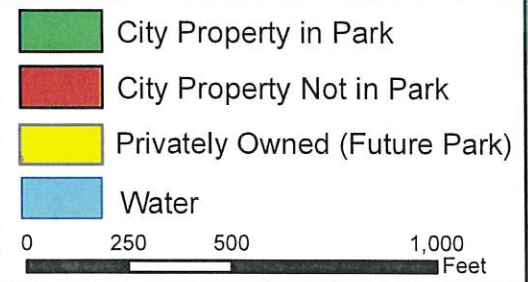
“park and trail development on the west bank of the Mississippi River in Dakota County at the site of Mississippi River Bridge JAR 5600, commonly known as the Rock Island Bridge. Any park or trails developed with this appropriation must connect with any local, regional or state trails in the vicinity, and the historic Rock Island Bridge.”

The City also received a \$1,500,000 grant from the State of MN. The funds are to be used for:

“...public infrastructure improvements and land acquisition in and adjacent to the Heritage Village Park, the Mississippi River Trail, and the Rock Island Swing Bridge. These improvements will include but are not limited to motor vehicle access, utility service, storm water treatment, and trail and sidewalk connections....”

Before funds can be spent the City needs to record a “declaration” on the properties that bond funds will be use. The declaration in affect makes the property park land into perpetuity. At this time we are recommending that the properties in “green” be declared a part of these grants. In the future, additional properties may be added.

Heritage Village Park/ Rock Island Swing Bridge/ SG 2010-049/ SG 04273



Swing Bridge Park
Previously Declared

	Acres
A2 20-00200-78-010	6.56
A3 20-36500-41-150	0.59
<i>To be Declared</i>	
A4 20-00200-78-022	0.66
<i>Not to be Declared</i>	
A1 20-00200-75-010	10.13
	<u>17.94</u>

Heritage Village Park
Previously Declared

	Acres
B1 20-36500-25-060	0.11
B2 20-36500-25-061	0.1
B3 20-36500-25-070	0.19
C1 20-03510-60-010	22.01
C2 20-00200-80-011	6.7
C3 20-00200-40-010	26.59
<i>To be Declared</i>	
B4 20-36500-32-040	1.16
B5 20-36500-30-122	1.11
B6 20-36500-30-080	0.51
B7 20-36500-31-140	0.64
B8 20-36500-31-120	0.26
B9 20-36500-31-111	0.19
B10 20-36500-31-110	0.19
B11 20-36500-31-100	0.13
B12 20-36500-31-090	0.26
B13 20-36500-31-080	0.26
B14 20-36500-32-140	0.19
B15 20-36500-32-141	0.19
B16 20-36500-32-130	0.13
B17 20-36500-32-131	0.13
B18 20-36500-32-120	0.26
B19 20-36500-32-080	0.26
B29 20-36500-30-060	1.63
B30 20-36500-31-050	1.41
B31 20-36500-31-070	0.51
B32 20-36500-32-070	0.77
B40 20-00200-25-030	0.36
	<u>66.25</u>

City Property Not in Park
Not to be Declared

	Acres
B20 20-36500-33-140	0.52
B21 20-36500-33-120	0.28
B22 20-36500-36-010	0.46
B23 20-36500-36-030	0.66
B24 20-36500-35-070	0.26
B25 20-36500-35-141	0.37
B26 20-36500-35-121	0.27
B27 20-36500-35-100	0.48
B28 20-36500-34-050	0.51
B33 20-36500-33-110	0.14
B34 20-36500-33-101	0.28
B35 20-36500-36-040	0.39
B37 20-36500-37-031	0.23
	<u>4.85</u>

Private Propety Future Park
Not to be Declared

	Acres
B36 20-36500-32-110	0.77

DECLARATION

City of Inver Grove Heights Heritage Village Park and Rock Island Bridge Park Properties

The undersigned, as owner of fee title to real property legally described on Exhibit A, which is attached hereto and made a part hereof ("Property"), hereby declares that title to the Property is hereby subject to the following restriction:

The Property is bond financed property within the meaning of Minn. Stat. § 16A.695 as amended, and cannot be sold, mortgaged or otherwise disposed of by the public officer or agency which has jurisdiction over it or owns it without the approval of the Minnesota Commissioner of Finance, which approval must be evidenced by a written statement signed by the Commissioner of Finance and attached to the deed, mortgage or instrument used to sell, mortgage or otherwise dispose of the property.

Title to the Property shall remain subject to this restriction until (i) restriction has been fully complied with as evidenced by a written approval from the Minnesota Commissioner of Finance, or (ii) a written release, releasing the Property from the restriction, signed by the Commissioner of Finance, is recorded in the real estate records relating to the Property.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this _____ day of _____, 2018, 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 the City Clerk of the City of Inver Grove Heights, the Minnesota municipal corporation named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed in behalf of said municipal corporation by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipal corporation.

Notary Public

This instrument was drafted by:

Timothy J. Kuntz
Inver Grove Heights City Attorney
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
Inver Grove Heights City Attorney
LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, MN 55075

Exhibit A
(Legal Description of the “Property”)

Map Key	PID	Legal Description
A4	20-00200-78-022	To be input
B4	20-36500-32-040	To be input
B5	20-36500-30-122	To be input
B6	20-36500-30-080	To be input
B7	20-36500-31-140	To be input
B8	20-36500-31-120	To be input
B9	20-36500-31-111	To be input
B10	20-36500-31-110	To be input
B11	20-36500-31-100	To be input
B12	20-36500-31-090	To be input
B13	20-36500-31-080	To be input
B14	20-36500-32-140	To be input
B15	20-36500-32-141	To be input
B16	20-36500-32-130	To be input
B17	20-36500-32-131	To be input
B18	20-36500-32-120	To be input
B19	20-36500-32-080	To be input
B29	20-36500-30-060	To be input
B30	20-36500-31-050	To be input
B31	20-00200-25-030	To be input
B32	20-36500-31-070	To be input
B40	20-36500-32-070	To be input

Previous item from the June 13, 2011 CC Mgt

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Declaration of Property for Heritage Village Park (SG-2010-049)

Meeting Date: June 13, 2011
Item Type: Regular Agenda
Contact: Eric Carlson – 651.450.2587
Prepared by: Eric Carlson
Reviewed by: Eric Carlson – Parks & Recreation

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Approve declaration of property for the purposes of expending state grant funds SG-2010-049.

SUMMARY

The City received a \$1,000,000 grant from the State of MN. The funds are to be used for:

“park and trail development on the west bank of the Mississippi River in Dakota County at the site of Mississippi River Bridge JAR 5600, commonly known as the Rock Island Bridge. Any park or trails developed with this appropriation must connect with any local, regional or state trails in the vicinity, and the historic Rock Island Bridge.”

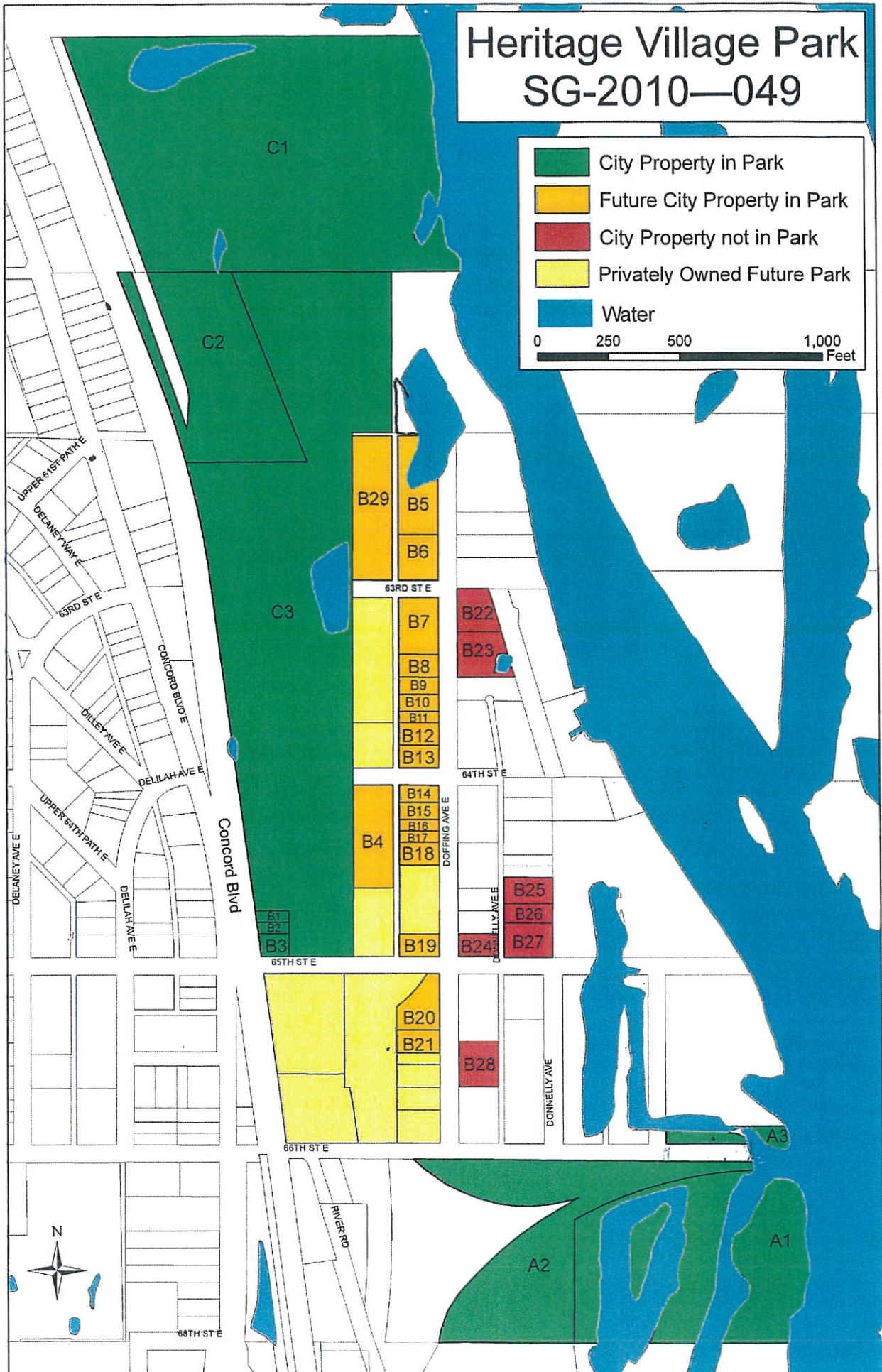
Before funds can be spent the City needs to record a “declaration” on the property. The declaration in affect makes the property park land into perpetuity. At this time we are recommending that the properties in “green” be declared a part of this grant. In the future, additional properties may be added.

The Park and Recreation Commission reviewed this issue on June 8, 2011 and is recommending approval.

Heritage Village Park SG-2010—049

- City Property in Park
- Future City Property in Park
- City Property not in Park
- Privately Owned Future Park
- Water

0 250 500 1,000 Feet



DECLARATION

City of Inver Grove Heights Heritage Village Park and Rock Island Bridge Park Properties

The undersigned, as owner of fee title to real property legally described on Exhibit A, which is attached hereto and made a part hereof ("Property"), hereby declares that title to the Property is hereby subject to the following restriction:

The Property is bond financed property within the meaning of Minn. Stat. § 16A.695 as amended, and cannot be sold, mortgaged or otherwise disposed of by the public officer or agency which has jurisdiction over it or owns it without the approval of the Minnesota Commissioner of Finance, which approval must be evidenced by a written statement signed by the Commissioner of Finance and attached to the deed, mortgage or instrument used to sell, mortgage or otherwise dispose of the property.

Title to the Property shall remain subject to this restriction until (i) restriction has been fully complied with as evidenced by a written approval from the Minnesota Commissioner of Finance, or (ii) a written release, releasing the Property from the restriction, signed by the Commissioner of Finance, is recorded in the real estate records relating to the Property.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy City Clerk

On this ____ day of _____, 2011, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Rheame to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and the Deputy City Clerk of the City of Inver Grove Heights, the Minnesota municipal corporation named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed in behalf of said municipal corporation by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipal corporation.

2

Exhibit A
(Legal Description of the "Property")

Parcel A2:

All of the following premises situated in the Town of Inver Grove, in the County of Dakota, State of Minnesota, in Township 27 North, Range 22 West, in the Northeast Quarter of the Southwest Quarter of Section 2 and extending into the Northwest Quarter of the Southeast Quarter of Section 2, described as follows:

Commencing at the intersection of the South line of Gladstone Street and the West bank of the Mississippi River; thence Southeast along the West bank of the Mississippi River for a distance of approximately 68 feet; thence West along a line being approximately 65 feet South of and parallel to the South line of Gladstone Street for a distance of approximately 175 feet; thence South 86 degrees West, more or less, for a distance of approximately 720 feet; thence South along a line being approximately 200 feet West of and parallel to the North/South centerline of said Section 2 for a distance of approximately 355 feet to the South line of Government Lot 6 in said Section 2; thence West along the South line of said Government Lot 6 for a distance of approximately 610 feet; thence Northerly and on a 2 curve to the left for a distance of approximately 625 feet to the South line of Gladstone Street; thence Easterly along the South line of Gladstone Street for a distance of approximately 1,460 feet to the point of commencement.

Except any part thereof that lies within the following:

That part of Government Lots 5 and 6, Section 2, Township 27, Range 22, Dakota County, Minnesota, described as follows:

Commencing at a cast iron judicial landmark set pursuant to Torrens Case No. 77717, which monument is on the North line of 66th Street East, also known as Dakota County Road No. 24, (formerly Gladstone Street in the plat of "Inver Grove Factory Addition, Dakota County, Minnesota") and 47.17 feet Easterly of a cast iron judicial landmark set pursuant to Torrens Case No. 77717 at the intersection of the center line of vacated Pullman Street and the North line of 66th Street East, measured along said North line; thence South 89 degrees 52 minutes West (assumed bearing) along the North line of 66th Street East as marked by judicial landmarks set pursuant to Torrens Case No. 77717 a distance of 151.29 feet; thence South 16 degrees 53 minutes 49 seconds East 54.39 feet to the point of beginning of the land to be described said point being marked by a judicial landmark set in District Court File C7-98-9466; thence South 16 degrees 53 minutes 49 seconds East 265 feet to a point marked by a judicial landmark set in District Court File C7-98-9466; thence North 73 degrees 06 minutes 11 seconds East 5.45 feet to a point marked by a judicial landmark set in District Court File

C7-98-9466; thence South 16 degrees 53 minutes 49 seconds East 33.29 feet to a point marked by a judicial landmark set in District Court File C7-98-9466; thence South 15 degrees 32 minutes 28 seconds East 363.98 feet to a point marked by a judicial landmark set in District Court File C7-98-9466; thence South 19 degrees 52 minutes 47 seconds East 270.08 feet to a point marked by a judicial landmark set in District Court File C7-98-9466; thence North 28 degrees 54 minutes 23 seconds East 279.16 feet to a point marked by a judicial landmark set in District Court File C7-98-9466; thence North 89 degrees 48 minutes 53 seconds West 59.96 feet to a point marked by a judicial landmark set in District Court File C7-98-9466 also being on a non-tangential curve concave to the Southeast a radial line of which bears South 57 degrees 05 minutes 22 seconds East from said point; thence Northerly along said curve, radius 1407.39 feet, central angle 29 degrees 46 minutes 32 seconds 731.39 feet to a point marked by a judicial landmark set in District Court File C7-98-9466; thence North 00 degrees 11 minutes 07 seconds East 11.53 feet to a point marked by a judicial landmark set in District Court File C7-98-9466 on a non-tangential curve concave to the North, a radial line of which bears North 16 degrees 56 minutes 08 seconds West from said point; thence Westerly along said curve, radius 565.00 feet, central angle 24 degrees 50 minutes 15 seconds 244.93 feet to a point marked by a judicial landmark set in District Court File C7-98-9466; thence North 82 degrees 05 minutes 53 seconds West, tangent to said curve 1.09 feet to a point marked by a judicial landmark set in District Court File C7-98-9466; thence Northwesterly along a 528.69 foot radius tangential curve, concave to the Northeast, central angle 33 degrees 33 minutes 49 seconds 309.70 feet to a point marked by a judicial landmark set in District Court File C7-98-9466; thence North 89 degrees 48 minutes 53 seconds West 126.71 feet to a point marked by a judicial landmark set in District Court File C7-98-9466 on a non-tangential curve concave to the West, a radial line of which bears South 85 degrees 31 minutes 23 seconds West from said point; thence Northerly along said curve, radius 2914.93 feet, central angle 00 degrees 42 minutes 27 seconds 36.04 feet to a point marked by a judicial landmark set in District Court File C7-98-9466; thence North 89 degrees 34 minutes 47 seconds West 241.54 feet to the point of beginning which point is marked by a judicial landmark set in District Court File C7-98-9466.

(Abstract Property)

(Reference: Part of Dakota County Property Tax Identification No. 20-00200-78-010)

Parcel A3:

Lot 14, excepting therefrom the North 14 feet, all of Lot 15 and the South 74 feet of Lot 16, Block 41, Inver Grove Factory Addition.

(Abstract Property)

(Reference: Part of Dakota County Property Tax Identification No. 20-36500-41-150)

Parcel B1:

The North 40 feet of Lot 6, Block 25, Inver Grove Factory Addition, less railroad,
County of Dakota, State of Minnesota.

(Abstract Property)

(Reference: Dakota County Property Tax Identification No. 20-36500-25-060)

Parcel B2:

The South 40 feet of Lot 6, Block 25, Inver Grove Factory Addition, less railroad,
County of Dakota, State of Minnesota.

(Abstract Property)

(Reference: Dakota County Property Tax Identification No. 20-36500-25-061)

Parcel B3:

Lot 7, Block 25, Inver Grove Factory Addition, less railroad, County of Dakota,
State of Minnesota.

(Abstract Property)

(Reference: Dakota County Property Tax Identification No. 20-36500-25-070)

Parcel C1:

That part of Government Lot 8 in Section 35, Township 28, Range 22, Dakota County, Minnesota described as follows: Beginning at a point on the South line of said Section 35 distant 1037.75 feet East of the Southwest corner thereof; thence Northerly parallel with and 75 feet East of the East line of the Chicago Northwestern Railroad to the intersection with the Easterly extension of the South line of Lincoln Park Addition to South St. Paul; thence Easterly along the Easterly

extension of the South line to the shore of the Mississippi River; thence South along the shoreline to the intersection with the South line of Section 35; thence West along the South line to the point of beginning.

(Abstract Property)

(Reference: Dakota County Property Tax Identification No. 20-03510-60-010)

Parcel C2:

That part of the following described property lying north of the north right-of-way line of 66th Street East (formerly Gladstone Street in the plat of "Inver Grove Factory Addition, Dakota County, Minnesota"):

A strip of land being part of the former Chicago Rock Island & Pacific Railroad being varying widths located in the Northwest Quarter of Section 2, Township 27, Range 22, Dakota County, Minnesota, the center line of the strip being described as follows: Beginning at the intersection of the North line of Section 2 and the centerline of the main line of the Chicago Rock Island & Pacific Railroad; thence Southerly along the centerline of the main line to a point 715 feet Southerly from the North line of Section 2 and there terminating, except any part thereof lying within the following described parcel: Beginning at the intersection of the North line of Section 2 and a line lying 75 feet East of and parallel to the Easterly right of way line of the Chicago Northwestern Railroad; thence South 19 degrees 23 minutes 35 seconds East 413.89 feet; thence South on a tangential curve 66.11 feet; thence South 04 degrees 00 minutes 00 seconds West 93.05 feet; thence North 19 degrees 23 minutes 49 seconds West 578.76 feet to the North line of Section 2; thence East 40.01 feet to the point of beginning.

(Abstract Property)

(Reference: Part of Dakota County Property Tax Identification No. 20-00200-80-011)

Parcel C3:

That part of the Northwest Quarter in Section 2, Township 27, Range 22, Dakota County, Minnesota described as follows: Beginning at the point of intersection of the South line of the North Half of the North Half of said Northwest Quarter with

the Northerly extension of the West line of North and South Alley in Block 30 of Inver Grove Factory Addition; thence West along the South line 350 feet, more or less, to the Easterly line of the Chicago Rock Island & Pacific Railroad; thence Northwesterly along the Easterly line 600 feet, more or less, to the North line of said Section 2; thence East along the North line 560 feet, more or less, to the intersection with the Northerly extension of the West line of the North and South Alley in Block 30 of Inver Grove Factory Addition; thence South along the West line to the point of beginning, except any part thereof lying within the following described parcel: Beginning at the intersection of the North line of Section 2 and a line lying 75 feet East of and parallel to the Easterly right of way line of the Chicago Northwestern Railroad; thence South 19 degrees 23 minutes 35 seconds East 413.89 feet; thence South on a tangential curve 66.11 feet; thence South 04 degrees 00 minutes 00 seconds West 93.05 feet; thence North 19 degrees 23 minutes 49 seconds West 578.76 feet to the North line of Section 2; thence East 40.01 feet to the point of beginning.

And,

That part of the following described property lying north of the north right-of-way line of 66th Street East (formerly Gladstone Street in the plat of "Inver Grove Factory Addition, Dakota County, Minnesota"):

That part of the Northwest Quarter and that part of the Southwest Quarter of Section 2, Township 27, Range 22, Dakota County, Minnesota, formerly known as Inver Grove Yard, except any part thereof lying within the following described parcel: Beginning at the intersection of the North line of Section 2 and a line lying 75 feet East of and parallel to the Easterly right of way line of the Chicago Northwestern Railroad; thence South 19 degrees 23 minutes 35 seconds East 413.89 feet; thence South on a tangential curve 66.11 feet; thence South 04 degrees 00 minutes 00 seconds West 93.05 feet; thence North 19 degrees 23 minutes 49 seconds West 578.76 feet to the North line of Section 2; thence East 40.01 feet to the point of beginning, and also except any part thereof lying within the following described parcel: Beginning at the intersection of the North line of the Southwest Quarter of the Southwest Quarter of Section 2, Township 27, Range 22 and the Easterly line of Doane Trail; thence North on the Easterly line 146.85 feet; thence Northerly on a curve radius 2829.9 feet, central angle 10 degrees 02 minutes, 495.75 feet; thence North 89 degrees 00 minutes 00 seconds East 85.33 feet; thence South on a curve radius 2814.93 feet, central angle 12 degrees 31 minutes 00 seconds 637.33 feet; thence North 89 degrees 46 minutes 00 seconds East 198.5 feet; thence Southwesterly on a curve concave

to the Southeast radius 1382.69 feet, central angle 12 degrees 29 minutes 00 seconds, 301.26 feet to the Easterly right of way line of Doane Trail; thence Northwesterly along the Easterly right of way line 275.38 feet to the point of beginning.

(Abstract Property)

(Reference: Part of Dakota County Property Tax Identification No. 20-00200-40-010)

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

HAMPTON COMPANIES – SCENIC HILLS

Meeting Date: August 27, 2018
Item Type: Consent Agenda
Contact: Allan Hunting 651.450.2554
Prepared by: Allan Hunting, City Planner
Reviewed by: Planning

Fiscal/FTE Impact:

- | | |
|--|------------------------------------|
| ☒ | None |
| ☐ | Amount included in current budget |
| ☐ | Budget amendment requested |
| ☐ | FTE included in current complement |
| ☐ | Other |

PURPOSE/ACTION REQUESTED

Approve a **Resolution** approving the Development Contract, Storm Water Maintenance Agreement, and related agreements for the plat of Scenic Hills.

- Requires 3/5th's vote

SUMMARY

The City Council approved the PUD consisting of 67 single family lots and one 32-bed senior care facility on July 23, 2018. One of the conditions of approval is that a development contract be negotiated before utility and building construction can begin. The documents were not finalized when the plans were approved in July.

The agreements layout the general obligations of the developer to construct the public improvements as part of the project.

RECOMMENDATION: Planning and Engineering Staff find the agreements as acceptable as presented.

Attachments: Resolution approving agreements
Development contract
Storm water maintenance agreement
Retaining Wall Maintenance Agreement
12 related agreements

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

A RESOLUTION APPROVING THE DEVELOPMENT CONTRACT, STORM WATER
FACILITIES MAINTENANCE AGREEMENT AND RELATED AGREEMENTS FOR THE
PLAT OF SCENIC HILLS

CASE NO. 18-37PUD
(Hampton Companies)

WHEREAS, a Final Plat and Final PUD Development Plans were approved on July 23, 2018 for Scenic Hills;

WHEREAS, conditions of approval require the applicant to enter into an agreement with the city relating to a development contract, storm water agreement and related agreements prior to any work commencing on site;

WHEREAS, the agreements were not completed prior to Council approving the project on July 23, 2018 and therefore must be approved by Council on separate action;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS that, the Development Contract, Storm Water Facilities Maintenance Agreement, and related agreements are hereby approved and the Deputy Clerk is hereby authorized and directed to record a certified copy of this Resolution at the Dakota County Recorder's Office.

Passed this 27th day of August, 2018.

AYES:

NAYS:

ATTEST:

George Tourville, Mayor

Michelle Tesser, City Clerk

DEVELOPMENT CONTRACT
FOR PLAT OF
SCENIC HILLS

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DEVELOPMENT CONTRACT

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- 1.7 Council
- 1.8 PWD
- 1.9 Director of PWD
- 1.10 County
- 1.11 Other Regulatory Agencies
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- 1.19 Developer Warranties

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17.10 Counterparts

17.11 Headings

17.12 Inconsistency

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EXHIBIT A Legal Description of Plat of Scenic Hills

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CITY OF INVER GROVE HEIGHTS

**DEVELOPMENT CONTRACT
FOR PLAT OF SCENIC HILLS**

THIS DEVELOPMENT CONTRACT is made and entered into on the 27th day of August, 2018, 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), sanitary sewer lift station and forcemain, storm sewer pipes, infiltration basins, stormwater management ponds and other stormwater 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 AND OWNER.** "DEVELOPER" and "OWNER" means Hampton Properties IV, LLC, a Minnesota limited liability company, and its successors and assigns.

1.4 **PLAT.** "PLAT" means the plat of Scenic Hills, 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, OWNER 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 Exhibits C-1 and C-2 and C-3.

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 Exhibits C-1 and C-2 and C-3 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.) failure by the DEVELOPER to timely construct the DEVELOPER IMPROVEMENTS according to the DEVELOPMENT PLANS.
- c.) failure by the DEVELOPER to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this

DEVELOPMENT CONTRACT;

- d.) breach of the DEVELOPER WARRANTIES.

1.18 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 and OWNER 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:**
Hampton Properties IV, LLC
Attention: Joel Larson, President
1341 County Road D Circle
Vadnais Heights, MN 55109

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.

1.22. **PHASE 1 IMPROVEMENTS.** "PHASE 1 IMPROVEMENTS" means those DEVELOPER IMPROVEMENTS identified on the PHASING PLAN as being associated with PHASE 1, including those DEVELOPER IMPROVEMENTS identified on Exhibit C-1 and F-1. PHASE 1 IMPROVEMENTS includes, but is not limited to, the trunk sanitary sewer, the trunk water main, the lift station, the sanitary sewer force main, the utilities to serve the PHASE 1 LOTS, the streets abutting the PHASE 1 LOTS, the right turn lane and bypass lane on 80th Street, the overall grading, drainage and erosion control measures for the PLAT, the stormwater facilities for the PLAT and the retaining walls for the PLAT.

1.23. **PHASE 2 IMPROVEMENTS.** "PHASE 2 IMPROVEMENTS" means those DEVELOPER IMPROVEMENTS identified on the PHASING PLAN as being associated with PHASE 2, including those DEVELOPER IMPROVEMENTS identified on Exhibit C-2 and F-2. PHASE 2 IMPROVEMENTS includes, but is not limited to, the utilities to serve the PHASE 2 LOTS and the streets abutting the PHASE 2 LOTS.

1.24. PHASE 3 IMPROVEMENTS. "PHASE 3 IMPROVEMENTS" means those DEVELOPER IMPROVEMENTS identified on the PHASING PLAN as being associated with PHASE 3, including those DEVELOPER IMPROVEMENTS identified on Exhibit C-3 and F-3. PHASE 3 IMPROVEMENTS includes, but is not limited to, the utilities to serve the PHASE 2 LOTS and the streets abutting the PHASE 2 LOTS.

1.25. PHASE 1 LOTS. "PHASE 1 LOTS" means the following 21 lots:

- Lot 1, Block 1, Scenic Hills, Dakota County, Minnesota;
- Lots 1 through 6, Block 2, Scenic Hills, Dakota County, Minnesota;
- Lots 1 through 5, Block 3; and
- Lots 11 through 19, Block 8, Scenic Hills, Dakota County, Minnesota.

PHASE 1 LOTS also includes Outlot A, Outlot B, a portion of Outlot C and a portion of Outlot E, and Outlot F, Scenic Hills, Dakota County, Minnesota.

1.26. PHASE 2 LOTS. "PHASE 2 LOTS" means the following 23 lots:

- Lots 1 through 6, Block 4, Scenic Hills, Dakota County, Minnesota;
- Lots 6 through 13, Block 3, Scenic Hills, Dakota County, Minnesota; and
- Lots 1 through 9, Block 5, Scenic Hills, Dakota County, Minnesota.

PHASE 2 LOTS also includes a portion of Outlot E, Outlot G, Outlot H and Outlot I, Scenic Hills, Dakota County, Minnesota.

1.27. PHASE 3 LOTS. "PHASE 3 LOTS" means the following 24 lots:

- Lots 1 through 10, Block 8, Scenic Hills, Dakota County, Minnesota;
- Lots 1 through 10, Block 6, Scenic Hills, Dakota County, Minnesota; and
- Lots 1 through 4, Block 7, Scenic Hills, Dakota County, Minnesota.

PHASE 3 LOTS also includes a portion of Outlot C, Outlot D and Outlot H, Scenic Hills, Dakota County, Minnesota.

1.28. PHASING PLAN. "PHASING PLAN" means the plan attached hereto as Exhibit H which shows PHASE 1, PHASE 2 and PHASE 3.

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 Exhibits C-1 and C-2 and C-3, 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 Exhibits C-1 and C-2 and C-3, 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 24).

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.

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 of this DEVELOPMENT CONTRACT and except as provided in the following agreements between the DEVELOPER and CITY relating to the PLAT:

- Storm Water Facilities Maintenance Agreement
- Retaining Wall Maintenance Agreement
- Agreement Relating to Landowner Improvements Within City Easement
- Street Light Agreement

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. All as built submittals require a survey to be completed for any improved and adjusted areas within the project extent. All as built survey data collection must be within an accuracy tolerance of 0.10' horizontal and 0.05' vertical, based on the project's horizontal and vertical datum. The as built survey must be completed on current Dakota County Coordinates and NAVD88 and performed by or under the direct supervision of a Registered Land Surveyor.
2. Two ties to all curb boxes and gate valves.
3. All hydrant gate valves tied back to the hydrant.
4. All ties shall be 100 feet or less.
5. Top nut elevation of all hydrants.
6. Rim and invert elevations on all manholes and catch basins.
7. Apron invert elevations on all flared end structures and storm sewer stubs.
8. Invert elevations on all sanitary and water service stubs.
9. Two ties to all sewer and water service locations.
10. Main line stationing for all sanitary sewer wyes and water main corporations.
11. As built grading plan containing spot elevations taken throughout the development to verify the development is graded in accordance with the approved grading plan with extra shots to verify swale elevations and locations. In pond areas, enough shots must be taken on the pond bottom, 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 (signature with current date and MN state licensure number) 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 13).

12. Copy of final plat shall be submitted in an electronic format and must be on the Dakota County coordinates system. Compatible formats are emailed AUTOCAD .DWG or .DXF. Final plat drawings shall also be scanned, stored and emailed as images in .TIFF or .PDF.
13. Final as built information shall be submitted in an electronic format and 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.
14. Records identifying which parcels have in home pressure reducing valves to meet MDH requirements when the static water pressure exceeds 80psi.
15. Survey Coordinates on all stormwater facilities and related appurtenances such as valves.
16. Final as built information shall be submitted in an Esri compliant Geodatabase format compatible with the City's Geographic Information System (GIS). An Esri compliant Geodatabase template will be made available by the CITY which will specify all features and critical attributes required. All features submitted must adhere to as built survey requirements (see item 1). All features and critical attributes must be complete and consistent with submitted as built plans. The as built submittal must follow the geodatabase template provided by the CITY for acceptance.

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.

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.

Notwithstanding the foregoing to the contrary, a DEVELOPER DEFAULT relating to PHASE 2 of the development of the PLAT shall not constitute a DEVELOPER DEFAULT with respect to PHASE 1 of the development of the PLAT. The CITY shall only exercise its rights and remedies as to a DEVELOPER DEFAULT occurring on or with respect to a single phase as to the phase in question (e.g. in the event of a DEVELOPER DEFAULT as to PHASE 2, the DEVELOPER shall not have the right to suspend or deny building or occupancy permits for buildings within PHASE 1.)

Notwithstanding the foregoing to the contrary, a DEVELOPER DEFAULT relating to PHASE 3 of the development of the PLAT shall not constitute a DEVELOPER DEFAULT with respect to PHASE 2 of the development of the PLAT. The CITY shall only exercise its rights and remedies as to a DEVELOPER DEFAULT occurring on or with respect to a single phase as to the phase in question (e.g. in the event of a DEVELOPER DEFAULT as to PHASE 3, the DEVELOPER shall not have the right to suspend or deny building or occupancy permits for buildings within PHASE 2.)

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 FOR PHASE 1 IMPROVEMENTS

14.1 ESCROW REQUIREMENT FOR PHASE 1 IMPROVEMENTS. Prior to the CITY allowing the PLAT to be recorded and prior to the DEVELOPER beginning construction of the PHASE 1 IMPROVEMENTS and prior to obtaining any building permits for PHASE 1 LOTS, 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-1**.

All cost estimates shall be acceptable to the DIRECTOR OF PWD. The total escrow amount was calculated as shown on the attached **Exhibit F-1**. 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, 2020. 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, 2020, 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, 2020.

The CITY shall use the letter of credit proceeds or cash deposit proceeds to reimburse the CITY for its costs and to cause the PHASE 1 IMPROVEMENTS listed on Exhibit C-1 to be constructed to the extent practicable; if the DIRECTOR OF PWD determines that such PHASE 1 IMPROVEMENTS listed on **Exhibit C-1** 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; PHASE 1 IMPROVEMENTS. Periodically, upon the DEVELOPER'S written request and upon completion by the DEVELOPER and acceptance by the CITY of any specific PHASE 1 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 **ESCROW DEPOSIT FOR PHASE 2 IMPROVEMENTS**

15.1 ESCROW REQUIREMENT FOR PHASE 2 IMPROVEMENTS. Prior to the DEVELOPER beginning construction of the PHASE 2 IMPROVEMENTS and prior to obtaining any building permits for PHASE 2 LOTS, 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-2**.

All cost estimates shall be acceptable to the DIRECTOR OF PWD. The total escrow amount was calculated as shown on the attached **Exhibit F-2**. 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, 2022. 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, 2022, 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, 2022.

The CITY shall use the letter of credit proceeds or cash deposit proceeds to reimburse the CITY for its costs and to cause the PHASE 2 IMPROVEMENTS listed on Exhibit C-2 to be constructed to the extent practicable; if the DIRECTOR OF PWD determines that such PHASE 2 IMPROVEMENTS listed on **Exhibit C-2** have been constructed and after retaining 10% of the proceeds for later distribution pursuant to Section 15.2, the remaining proceeds shall be distributed to the DEVELOPER.

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

15.2 ESCROW RELEASE AND ESCROW INCREASE; PHASE 2 IMPROVEMENTS. Periodically, upon the DEVELOPER'S written request and upon completion by the DEVELOPER and acceptance by the CITY of any specific PHASE 2 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 16

ESCROW DEPOSIT FOR PHASE 3 IMPROVEMENTS

16.1 ESCROW REQUIREMENT FOR PHASE 3 IMPROVEMENTS. Prior to the DEVELOPER beginning construction of the PHASE 3 IMPROVEMENTS and prior to obtaining any building permits for PHASE 3 LOTS, 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-3**.

All cost estimates shall be acceptable to the DIRECTOR OF PWD. The total escrow amount was calculated as shown on the attached **Exhibit F-3**. 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, 2023. 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, 2023, 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, 2023.

The CITY shall use the letter of credit proceeds or cash deposit proceeds to reimburse the CITY for its costs and to cause the PHASE 3 IMPROVEMENTS listed on Exhibit C-3 to be constructed to the extent practicable; if the DIRECTOR OF PWD determines that such PHASE 3 IMPROVEMENTS listed on **Exhibit C-3** have been constructed and after retaining 10% of the proceeds for later distribution pursuant to Section 16.2, 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 16.2 from time to time as financial obligations are paid.

16.2 ESCROW RELEASE AND ESCROW INCREASE; PHASE 3 IMPROVEMENTS. Periodically, upon the DEVELOPER'S written request and upon completion by the DEVELOPER and acceptance by the CITY of any specific PHASE 3 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 17 **MISCELLANEOUS**

17.1 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.

17.2 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.

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

17.4 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.

17.5 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.

17.6 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.

17.7 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.

17.8 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.

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

17.10 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.

17.11 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.

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

17.13 ACCESS. The DEVELOPER hereby grants to the CITY, its agents, employees, officers, and contractors a license to enter the PLAT to perform all inspections deemed appropriate by the CITY during the installation of DEVELOPER IMPROVEMENTS. The DEVELOPER

hereby grants to the CITY, its agents, employees, officers, and contractors a license to enter the PLAT to complete DEVELOPER PUBLIC IMPROVEMENTS if the DEVELOPER fails to cure the DEVELOPER DEFAULT as required by this DEVELOPMENT CONTRACT.

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

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

CITY:
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 27th day of August, 2018, 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

**DEVELOPER AND OWNER:
HAMPTON PROPERTIES IV, LLC**

By: _____
Joel Larson
Its President

STATE OF MINNESOTA)
)
COUNTY OF _____) ss.

On this _____ day of August, 2018, before me a Notary Public within and for said County, personally appeared Joel Larson, to me personally known, who being by me duly sworn, did say that he is the President of Hampton Properties IV, LLC, a Minnesota limited liability company, and that the foregoing instrument was executed on behalf of Hampton Properties IV, LLC by authority of the Boards of Governors of Hampton Properties IV, LLC.

Notary Public

This Instrument Was Drafted By:

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

**After Recording, Please Return This
Instrument To:**

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

EXHIBIT A

LEGAL DESCRIPTION
OF PLAT OF SCENIC HILLS

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

Lot 1, Block 1, Scenic Hills, Dakota County, Minnesota
Lots 1 through 6, Block 2, Scenic Hills, Dakota County, Minnesota
Lots 1 through 13, Block 3, Scenic Hills, Dakota County, Minnesota
Lots 1 through 6, Block 4, Scenic Hills, Dakota County, Minnesota
Lots 1 through 9, Block 5, Scenic Hills, Dakota County, Minnesota
Lots 1 through 10, Block 6, Scenic Hills, Dakota County, Minnesota
Lots 1 through 4, Block 7, Scenic Hills, Dakota County, Minnesota
Lots 1 through 19, Block 8, Scenic Hills, Dakota County, Minnesota

Outlots A, B, C, D, E, F, G, H and I, Scenic Hills, Dakota County, Minnesota

EXHIBIT B
LIST OF DEVELOPMENT PLANS

PLAN	DATE OF PLAN PREPARATION	PREPARED BY
-------------	-------------------------------------	------------------------

The above-listed Development Plans were approved by the City Engineer on August ____, 2018.

The Development Plans also include compliance by the Developer with those conditions set forth in the following correspondences relating to the plat of Scenic Hills (the "City Engineer Memos"):

1. Memo from City Engineering Department to City Planner dated September 22, 2017
2. Memo from EOR to City Engineering Department dated November 10, 2017
3. Memo from City Engineering Department to City Planner dated November 16, 2017
4. Memo from City Engineering Department to City Planner dated March 23, 2018
5. Memo from City Engineering Department to City Planner dated June 29, 2018
6. Letter from City Engineer to Developer dated July 18, 2018 relating to approval for grading on property within Plat
7. Memo from Bolton & Menk to City Engineering Department dated July 23, 2018 relating to sanitary sewer lift station design review

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-1
PHASE 1 IMPROVEMENTS

The items checked with an "X" below are the PHASE 1 IMPROVEMENTS. The items checked with "PUBLIC" below are those PHASE 1 IMPROVEMENTS that are DEVELOPER-PUBLIC IMPROVEMENTS.

The obligations set forth below with respect to obtaining building permits or obtaining certificates of occupancy relate to PHASE 1 LOTS (except for the model homes referenced below).

<u>CHECKED</u>	<u>COMPLETION DATE</u>	<u>IMPROVEMENT</u>
X	prior to obtaining a building permit or November 30, 2018, whichever occurs first	general site grading, drainage and erosion control throughout the PLAT including PHASE 1 LOTS and PHASE 2 LOTS and PHASE 3 LOTS
X PUBLIC	prior to obtaining a building permit or November 30, 2018, whichever occurs first	utilities for PHASE 1 LOTS (including sanitary sewer and water lateral lines)
X PUBLIC	prior to obtaining a building permit or November 30, 2018, whichever occurs first	sanitary sewer trunk lines and water trunk lines throughout PLAT
X	prior to obtaining a building permit or November 30, 2018, whichever occurs first	sanitary sewer and water lot service lines for PHASE 1 LOTS
X	prior to obtaining a building permit or November 30, 2018, whichever occurs first	retaining walls within entire PLAT
X PUBLIC	prior to obtaining a building permit or November 30, 2018, whichever occurs first	gravel base for streets for PHASE 1 LOTS
X PUBLIC	prior to obtaining a building permit or November 30, 2018, whichever occurs first	base course bituminous for streets for PHASE 1 LOTS

X PUBLIC	November 30, 2018	sidewalks
X PUBLIC	November 30, 2018	street lights
X PUBLIC	prior to obtaining a building permit or November 30, 2018, whichever occurs first	storm water facilities for PLAT (storm sewer pipes, infiltration basins, stormwater management ponds) functional to level approved by City Engineer
X PUBLIC	November 30, 2018	final completion of storm water facilities for PLAT (storm sewer pipes, infiltration basins, stormwater management ponds) as approved by City Engineer
X PUBLIC	November 30, 2018	PLAT related landscaping and vegetation relating to storm water facilities
X PUBLIC	November 30, 2018	construction of right turn lane and bypass lane on 80 th Street per Dakota County approved plans
X	prior to issuing certificate of occupancy for the individual subject lot	lot landscaping
X PUBLIC	See Section 4.4	street signage

The above requirements that have to be fulfilled before obtaining a building permit do not apply to the 4 model homes proposed to be constructed on Lots 1 through 6, Block 2 and Lots 1 through 3, Block 3, Scenic Hills.

The DEVELOPER intends to construct up to 4 model homes on Lots 1 through 6, Block 2 and Lots 1 through 3, Block 3, Scenic Hills. 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 a gravel drive for access to the lots and the gravel drive shall be inspected and approved by the CITY Fire Marshall. The model homes shall not be occupied for residential use and shall only be used as display models until the other requirements of this DEVELOPMENT CONTRACT relating to certificate of occupancy are fulfilled.

EXHIBIT C-2
PHASE 2 IMPROVEMENTS

The items checked with an "X" below are the PHASE 2 IMPROVEMENTS. The items checked with "PUBLIC" below are those PHASE 2 IMPROVEMENTS that are DEVELOPER-PUBLIC IMPROVEMENTS.

The obligations set forth below with respect to obtaining building permits or obtaining certificates of occupancy relate to PHASE 2 LOTS.

<u>CHECKED</u>	<u>COMPLETION DATE</u>	<u>IMPROVEMENT</u>
X PUBLIC	prior to obtaining a building permit or November 30, 2020, whichever occurs first	utilities (including sanitary sewer and water lateral lines)
X	prior to obtaining a building permit or November 30, 2020, whichever occurs first	sanitary sewer and water lot service lines for PHASE 2 LOTS
X PUBLIC	prior to obtaining a building permit or November 30, 2020, whichever occurs first	gravel base for streets for PHASE 2 LOTS
X PUBLIC	prior to obtaining a building permit or November 30, 2020, whichever occurs first	base course bituminous for streets for PHASE 2 LOTS
X	prior to issuing certificate of occupancy for the individual subject lot	lot landscaping
X PUBLIC	See Section 4.4	street signage

EXHIBIT C-3
PHASE 3 IMPROVEMENTS

The items checked with an "X" below are the PHASE 3 IMPROVEMENTS. The items checked with "PUBLIC" below are those PHASE 3 IMPROVEMENTS that are DEVELOPER-PUBLIC IMPROVEMENTS.

The obligations set forth below with respect to obtaining building permits or obtaining certificates of occupancy relate to PHASE 3 LOTS.

<u>CHECKED</u>	<u>COMPLETION DATE</u>	<u>IMPROVEMENT</u>
X PUBLIC	prior to obtaining a building permit or November 30, 2021, whichever occurs first	utilities (including sanitary sewer and water lateral lines)
X	prior to obtaining a building permit or November 30, 2021, whichever occurs first	sanitary sewer and water lot service lines for PHASE 3 LOTS
X PUBLIC	prior to obtaining a building permit or November 30, 2021, whichever occurs first	gravel base for streets for PHASE 3 LOTS
X PUBLIC	prior to obtaining a building permit or November 30, 2021, whichever occurs first	base course bituminous for streets for PHASE 3 LOTS
X	prior to issuing certificate of occupancy for the individual subject lot	lot landscaping
X PUBLIC	See Section 4.4	street signage
X PUBLIC	November 30, 2021	final wear course of bituminous for streets in PHASE 1, PHASE 2 and PHASE 3

EXHIBIT D
CITY IMPROVEMENTS

The CITY is not undertaking any CITY IMPROVEMENTS with respect to the PLAT.

EXHIBIT E

**MISCELLANEOUS REQUIREMENTS AND CONDITIONS
IMPOSED BY THE CITY**

- 1.) **CONDITIONS TO BE SATISFIED BEFORE CITY RELEASES PLAT TO BE RECORDED.** Before the CITY releases the PLAT for recording with Dakota County, all of the following conditions must be satisfied:
- a.) DEVELOPER and OWNER must execute this DEVELOPMENT CONTRACT.
 - b.) DEVELOPER must provide cash deposit for the respective amounts stated in Article 14.1 and on Exhibit F-1 of this DEVELOPMENT CONTRACT.
 - c.) DEVELOPER must provide the irrevocable letter of credit or cash deposit for the respective amounts stated in Article 14.3 and on Exhibit F-1 of this DEVELOPMENT CONTRACT.
 - d.) DEVELOPER must provide to the CITY the sealcoating payment of \$_____ with regard to the streets in the PHASE 1 IMPROVEMENTS as required under Section ____ 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-1.
 - 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.
 - g.) DEVELOPER must execute and deliver the documents listed in Section 21 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 10 of this Exhibit E.
 - i.) DEVELOPER must pay \$_____ towards the NWA Environmental Studies Fee pursuant to City Code Section 10-3-8C. This amount has been paid to the CITY with the final plat application.
 - j.) DEVELOPER must pay \$_____ for the computerized water model for drinking

water system as referenced in Section 29 of this Exhibit E.

- k.) DEVELOPER must pay \$_____ for storm water model updating by Emmons & Oliver Resources, Inc. as referenced in Section 30 of this Exhibit E.
- l.) DEVELOPER must pay the CITY in escrow the street and utility extension amounts referenced in Section 33 of this Exhibit E.
- m.) DEVELOPER must pay the park contribution fee for PHASE 1 LOTS referenced in Section 9 of this Exhibit E.

2.) **BUILDING PERMIT FOR PHASE 1 LOTS.** No building permit may be obtained for any lot in the PHASE 1 LOTS until the following conditions have been met in accordance with the DEVELOPMENT PLANS; however, the CITY pursuant to Section 22 of this Exhibit E, may issue a building permit for construction of a model home on the PLAT if the CITY determines that satisfactory progress is being made with respect to the conditions stated below:

- a.) All the conditions in 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 21 of this Exhibit E have been recorded and the DEVELOPER has provided evidence to the CITY of such recording.
- d.) All sanitary sewer and water lateral lines for PHASE 1 LOTS have been installed; and all sanitary sewer and water trunk lines throughout the PLAT have been installed.
- e.) The lift station and the sanitary sewer force main have been installed and are operational.
- f.) Sanitary sewer and water service to the PHASE 1 LOTS have been installed.
- g.) All grading, drainage and erosion control for PHASE 1, PHASE 2 and PHASE 3 must be completed or, in the judgment of the Director of PWD, the grading, drainage and erosion control have been completed to the point that the commencement of building will not cause adverse effects with respect to storm water runoff or storm water detention.
- h.) All storm water facilities, including any storm sewer pipes, infiltration basins, stormwater management ponds and appurtenances must be functional to a level reasonably approved by the City Engineer.

- i.) The gravel sub-base for the streets for the PHASE 1 LOTS within the PLAT has been installed and the base course of bituminous for the streets for the PHASE 1 LOTS must be installed.
 - j.) The DEVELOPER must have received approval from the CITY and must have recorded the homeowner association documents required by Section 18 of this Exhibit E.
 - k.) DEVELOPER must have the right turn lane and bypass lane on 80th Street constructed per the Dakota County approved plans and the right turn lane and bypass lane must be operational and open for public vehicular use.
 - l.) All retaining walls within the entire PLAT shall be installed.
 - m.) All PLAT related landscaping and vegetation related to stormwater facilities shall be installed.
- 3.) **CERTIFICATE OF OCCUPANCY FOR PHASE 1 LOTS.** Prior to the issuance of any certificate of occupancy for any PHASE 1 LOT in the PLAT, and in any event, **no later than November 30, 2018**, 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.) 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.
 - c.) Prior to the CITY issuing a building permit for any individual lot in the plat of Scenic Hills, all retaining wall permits must be issued by the CITY. Prior to the CITY granting a temporary certificate of occupancy or a final certificate of occupancy for any individual lot in the plat of Scenic Hills that is to have a retaining wall, 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.
- 4.) **BUILDING PERMIT FOR PHASE 2 LOTS.** No building permit may be obtained for any PHASE 2 LOT in the PLAT until the following conditions have been met in accordance with the DEVELOPMENT PLANS:
- a.) All the conditions in Section 1, Section 2 and Section 3 of this Exhibit E have been met.

- b.) All sanitary sewer and water lateral lines for PHASE 2 LOTS have been installed.
 - c.) Sanitary sewer and water service lines for PHASE 2 LOTS have been installed.
 - d.) The gravel sub-base for the streets within the PHASE 2 LOTS has been installed and the base course of bituminous for the streets within the PHASE 2 LOTS must be installed.
 - e.) DEVELOPER must pay the park contribution fee for PHASE 2 LOTS referenced in Section 9 of this Exhibit E.
- 5.) **CERTIFICATE OF OCCUPANCY FOR PHASE 2 LOTS.** Prior to the issuance of any certificate of occupancy for any PHASE 2 LOTS in the PLAT, and in any event, **no later than November 30, 2020**, the following conditions must be satisfied in accordance with the DEVELOPMENT PLANS:
- a.) 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.
- 6.) **BUILDING PERMIT FOR PHASE 3 LOTS.** No building permit may be obtained for any PHASE 3 LOT in the PLAT until the following conditions have been met in accordance with the DEVELOPMENT PLANS:
- a.) All the conditions in Section 1, Section 2, Section 3, Section 4 and Section 5 of this Exhibit E have been met.
 - b.) All sanitary sewer and water lateral lines for PHASE 3 LOTS have been installed.
 - c.) Sanitary sewer and water service lines for PHASE 3 LOTS have been installed.
 - d.) The gravel sub-base for the streets within the PHASE 3 LOTS has been installed and the base course of bituminous for the streets within the PHASE 3 LOTS must be installed.
 - e.) DEVELOPER must pay the park contribution fee for PHASE 3 LOTS referenced in Section 9 of this Exhibit E.
 - f.) DEVELOPER must pay the remaining amount owed for the sealcoating escrow of \$_____ as referenced in Section 13 of Exhibit E.
- 7.) **CERTIFICATE OF OCCUPANCY FOR PHASE 3 LOTS.** Prior to the issuance of any

certificate of occupancy for any PHASE 3 LOTS in the PLAT, and in any event, **no later than November 30, 2021**, the following conditions must be satisfied in accordance with the DEVELOPMENT PLANS:

- a.) 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.
 - b.) By November 30, 2021, the final wear course of bituminous for all streets within the PLAT must be installed and the street lights must be installed.
- 8.) **CLEAN UP OF CONSTRUCTION DEBRIS ON STREETS AND ADJOINING PROPERTY.** The escrow amounts stated on Exhibits F-1, F-2 and F-3 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.
- 9.) **PARK CONTRIBUTION FEE.** The park contribution fee is based on a per lot amount of \$2,850, multiplied by the number of new lots in the PLAT. There are 67 new lots and as a result, the park contribution is \$193,800 (68 lots multiplied by \$2,850 per lot). The park contribution fee of \$59,850 (for the 21 PHASE 1 LOTS) must be paid before the CITY signs the PLAT. The park contribution fee of \$65,550 (for the 23 PHASE 2 LOTS) must be paid before the CITY issues any building permit for PHASE 2 LOTS and before construction of PHASE 2 IMPROVEMENTS begins. The park contribution fee of \$68,400 (for the 24 PHASE 3 LOTS) must be paid before the CITY issues any building permit for PHASE 3 LOTS and before construction of PHASE 3 IMPROVEMENTS begins.
- 10.) **NORTHWEST AREA UTILITY PLAT CONNECTION FEES.** 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 Connection Fees	\$	\$	\$	\$

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 utility connection fees associated with obtaining a building permit for the 67 lots are as follows:

Northwest Area Fees	Sewer Connection	Sewer Core Connection	Water Connection	Water Treatment Plant Fee	Water Core Connection Fee	Total
Building Permit Fees	\$	\$	\$	\$	\$	\$

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.

This paragraph 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

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

- M.C.E.S. SAC Unit Fee

- 12.) **PAYMENT FOR UTILITY AND STREET EXTENSIONS.** There are two public streets within the PLAT identified as Scenic Hills Drive and Scenic Hills Trail. Portions of the public streets 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 these portions are either built or that the CITY has funds available to build these segments if and when the adjoining land is platted and developed.

The estimate for the street work to be done on Scenic Hills Drive is \$ _____. The estimate for the street work to be done on Scenic Hills Trail is \$ _____.

The amount of \$ _____ and \$ _____ shall be collected at the time the PLAT is released to DEVELOPER.

The estimate for an 8 inch watermain loop for Scenic Hills Drive is \$ _____. The estimate for an 8 inch watermain loop for Scenic Hills Trail is \$ _____. The 8 inch watermain costs shall be collected at the time the PLAT is released to DEVELOPER.

Therefore, at the time the PLAT is released to DEVELOPER for recording, DEVELOPER shall pay in cash deposit to the CITY the combined sum of \$ _____ (\$ _____ for the utility extensions and \$ _____ for the street extensions) to compensate the CITY for utility and street extensions with respect to the segments of the utilities and streets within the PLAT that will not be extended until a future date when the abutting property adjacent to the PLAT is developed.

With regard to the cash deposit, no interest shall be paid by the CITY. If the utilities and streets are extended to the boundaries of the PLAT at the time the utilities and streets are installed, then after completion of the utility and street extensions and acceptance of the

improvements by the CITY, the cash deposit 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 cash deposit and the CITY will then at a later date complete the utility and street extensions. The DEVELOPER has no claim to the cash deposit that is kept by the CITY.

- 13.) **PAYMENT FOR SEALCOATING.** The CITY agrees to sealcoat the bituminous pavement within the plat of Scenic Hills 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 \$ _____ for the work.

The amount of \$ _____ is due and payable by the DEVELOPER to the CITY in two installments; \$ _____ is due at the time the PLAT is executed by the CITY and \$ _____ is due prior to any building permit before PHASE 3 LOTS. 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 Scenic Heights.

- 14.) **TREE SHORTAGE.** If there are any tree preservation requirements in connection with the PLAT, the conditions imposed by the CITY COUNCIL as part of plat approval must be met by the DEVELOPER. The DEVELOPER'S landscape/reforestation plan is short 101 tree plantings. In order to comply with tree preservation requirements, DEVELOPER has agreed to make a payment to the tree preservation fund to make up for the difference. DEVELOPER shall pay CITY the amount of \$ _____ to the CITY's tree preservation fund at the time the PLAT is executed and related for recording.

- 15.) **STREET LIGHTING.** DEVELOPER at its own expense shall install street lights at the locations shown on the approved street plan. The location and number of street lights will be determined by the local electric company. DEVELOPER shall enter into a Street Light Agreement for the plat of Scenic Heights.

DEVELOPER shall pay for the energy costs for all the street lights in the PLAT through the date of December 31, _____. 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, _____, the Council has the authority to adjust this fee from time to time to reflect additional increases in electricity costs and administrative costs.

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

- 17.) **CONVEYANCE OF CERTAIN OUTLOTS:** At the time the PLAT is recorded, the DEVELOPER shall convey to the CITY the following Outlots:

Outlots A, B, and C, Scenic Heights, Dakota County, Minnesota.

Conveyance of the Outlots shall be by Warranty Deed. Such Outlots shall be free and clear of any mortgages and liens. Developer shall pay the real estate taxes for such Outlots for the year in which the Outlots are conveyed to the CITY.

- 18.) **HOMEOWNERS ASSOCIATION.** A condition of approval of building permits for PHASE 1 LOTS is that the DEVELOPER create a Homeowners Association for all of the lots within the plat of Scenic Heights, except for Outlots A, B and C, Scenic Heights which will be conveyed to and owned by the CITY. The documents prepared by the DEVELOPER in connection with the formation of the Homeowners Association must be approved by the CITY prior to the issuance of a building permit for any lot in Scenic Hills, including model homes, which approval shall not unreasonably be withheld, delayed or conditioned.

- 19.) **ACCESS TO ABBOTT PARCEL.** The 5.16 acre parcel lying to the northeast of the property to be platted as Scenic Heights is owned by Anthony G. Abbott and Jeanne M. Abbot. The address of the Abbott parcel is 1401 - 80th Street East (20-00800-51-014). The driveway to the Abbott parcel runs through the property to be platted as Scenic Hills. DEVELOPER and OWNER shall provide reasonable access to the Abbott parcel at all times (subject to temporary disruptions as a part of the routine construction process) during construction associated with the PLAT. DEVELOPER and OWNER agree to grant to the Abbotts a permanent driveway easement from the Abbott parcel over Outlot D, Scenic Hills to Scenic Hills Drive; this new driveway easement, with the consent of the Abbotts, shall be a substitute for the existing driveway easement that the Abbotts have over the PLAT and the existing driveway easement shall be released and terminated. The termination and release of the existing easement and the documents creating the new easement shall be subject to the review and approval of the City Engineering Department.

- 20.) **RESTRICTED ACCESS ON COUNTY ROAD NO. 28 (80TH STREET).** OWNER is dedicating right-of-way located along County Road No. 28 (80th Street East) to Dakota County. Dakota County is requiring a restricted access easement. OWNER agrees to enter into a restricted access conveyance with Dakota County to fulfill the County's requirement.

- 21.) **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, and C, Scenic Hills 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 8 Restrictive Use Easement Agreements for the following lots within the PLAT:
 - Lot 1, Block 4, Scenic Hills
 - Lot 1, Block 5, Scenic Hills
 - Lot 1, Block 8, Scenic Hills
 - Lot 5, Block 3, Scenic Hills
 - Lot 6, Block 3, Scenic Hills
 - Lot 9, Block 5, Scenic Hills
 - Lot 10, Block 6, Scenic Hills
 - Outlot E, Scenic Hills

The above-listed agreements must be executed at the time the PLAT is recorded and must be recorded with the PLAT.

- e. DEVELOPER must execute a Retaining Wall Maintenance Agreement.

The above-listed agreement must be executed at the time the PLAT is recorded and must be recorded with the PLAT.

- f. 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.

- g. 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.

- h. DEVELOPER must execute a Retaining Wall 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.

- i. DEVELOPER must execute an Agreement Relating to Landowner Improvements Within City Easement (Encroachment 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.

- j. DEVELOPER must obtain approval from the CITY and must record the homeowner association documents referenced in Section 18 of this Exhibit E.

The agreements and documents listed in this Section 21 (a) through (j), inclusive, must be recorded prior to any mortgage relating to any lots in the PLAT.

- 22.) **MODEL HOMES / SALES HOMES.** The DEVELOPER intends to construct up to 4 model homes on Lots 1 through 6, Block 2, Scenic Hills and Lots 1 through 3, Block 3, Scenic Hills in PHASE 1. 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 a gravel drive for access to the lots and the gravel drive shall be inspected and approved by the CITY Fire Marshal. 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.

- 23.) **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.

- 24.) **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	Planning Department
Landscaping	Planning Department
Location of Utilities	Engineering Department

- 25.) **PEDESTRIAN TRAILS.** There are no proposed pedestrian trails being constructed within the PLAT. The DEVELOPMENT PLANS provide for a sidewalk along one side of each segment of public street within the PLAT as required by CITY code. The sidewalks will provide for future sidewalk/pedestrian trail connections to land located to the west and north of the PLAT.

- 26.) **MONUMENT AT ENTRYWAY.** DEVELOPER is constructing monuments and associated landscaping at the entryways to the PLAT. The monuments and associated landscaping will be located within the right-of-way with the CITY granting a permit to the DEVELOPER with the responsibilities for maintenance outlined in the permit. The Homeowners Association will maintain the monuments and associated landscaping. If the Homeowners Association fails to maintain the monument and associated landscaping per the terms of the permit issued by the CITY, then the CITY may revoke the permit and the Homeowners Association at its cost shall remove the monument and associated landscaping as directed by the CITY. The monuments and associated landscaping shall not adversely impact the sight triangles. DEVELOPER shall follow the CITY height restrictions.
- 27.) **NO NEED FOR SEPARATE OPEN SPACE/CONSERVATION AREA.** The requirement for creation of open space and conservation area is being met by conveyance of various outlots to the CITY that will contain such open space. The conveyance of such outlots will be in fee title. Therefore, the parties agree that a separate conveyance of an open space or conservation area easement is not necessary in as much as the CITY will own the property in fee.
- 28.) **RETAINING WALL REQUIRMENTS.** Prior to the CITY issuing a building permit for any individual lot in the plat of Scenic Hills, all retaining wall permits must be issued by the CITY. Prior to the CITY granting a temporary certificate of occupancy or a final certificate of occupancy for any individual lot in the plat of Scenic Hills that is to have a retaining wall, 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.
- The Retaining Wall Maintenance Agreement for Scenic Hills shall contain the same requirement.
- 29.) **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 \$ _____ to reimburse the CITY for this expense.
- 30.) **STORM WATER MODEL UPDATING.** As a result of the PLAT, the CITY incurred the expense of a storm water model updating by Emmons & Oliver Resources, Inc. At the time the PLAT is signed, the DEVELOPER shall pay the CITY the sum of \$ _____ to reimburse the CITY for this expense.
- 31.) **OUTLOTS - PURPOSE AND OWNERSHIP.** There are 9 outlots within the PLAT. The ownership and purpose for each outlot is described below:

- **Outlot A, Scenic Hills:** Outlot A will contain a regional basin to be owned and

maintained by the City. Outlot A will contain "Infiltration Basin 8" and "Pond 6" to be maintained by the DEVELOPER's homeowners association. Outlot A will be conveyed by DEVELOPER to the CITY.

- **Outlot B, Scenic Hills:** Outlot B will contain the sanitary sewer lift station to be owned and maintained by the City. Outlot B will be conveyed by DEVELOPER to the CITY.
- **Outlot C, Scenic Hills:** Outlot C will contain a regional basin to be owned and maintained by the City. Outlot C will contain "Infiltration Basin 7A" and "Infiltration Basin 7B" to be maintained by the DEVELOPER's homeowners association. Outlot C will be conveyed by DEVELOPER to the CITY.
- **Outlot D, Scenic Hills:** Outlot D will be a private road with a public drainage and utility easement under the road. Outlot D will be owned by the DEVELOPER and later conveyed to DEVELOPER's homeowners association.
- **Outlot E, Scenic Hills:** Outlot E will contain "Infiltration Basin 5" to be owned and maintained by DEVELOPER's homeowners association. Outlot E will be owned by the DEVELOPER and later conveyed to DEVELOPER's homeowners association.
- **Outlot F, Scenic Hills:** Outlot F will be a remnant parcel with a public drainage and utility easement over it. Outlot F will be owned by the DEVELOPER and later conveyed to DEVELOPER's homeowners association.
- **Outlot G, Scenic Hills:** Outlot G will be a private road with a public drainage and utility easement under the road. Outlot G will be owned by the DEVELOPER and later conveyed to DEVELOPER's homeowners association.
- **Outlot H, Scenic Hills:** Outlot H will be a remnant parcel with a public drainage and utility easement over it. Outlot H will be owned by the DEVELOPER and later conveyed to DEVELOPER's homeowners association.
- **Outlot I, Scenic Hills:** Outlot I will contain a stormwater management pond to be owned and maintained by DEVELOPER's homeowner's association. Outlot I will be owned by the DEVELOPER and later conveyed to DEVELOPER's homeowners association.

32.) **LIFT STATION AND FORCE MAIN.** DEVELOPER, at its expense, is constructing a public sanitary sewer lift station and public sanitary sewer force main as part of the PHASE I IMPROVEMENTS. The sanitary sewer lift station and force main will serve the lots within the PLAT. At some time in the future, it is expected that the CITY, will construct public sanitary sewer pipes to connect the sewer pipes from the PLAT to a gravity sanitary sewer along 80th Street; at that time, the probability is that the CITY will abandon the lift

station that services the PLAT and will abandon the force main being constructed as part of the lift station system. To defray the future cost of abandoning the lift station and the force main and to defray the future cost of connection the PLAT to the gravity flow future system along 80th Street, DEVELOPER, at the time the PLAT is recorded, shall pay to the CITY the sum of \$_____; this amount is not refundable or reimbursable; this amount shall be kept by the CITY to assist with the cost of paying for the removal of the lift station and forcemain and the connection to the gravity flow system.

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EXHIBIT F-1

ESCROW CALCULATION
FOR PHASE 1 IMPROVEMENTS

1.)	Site Grading, Drainage and Erosion Control for PHASE 1, PHASE 2 And PHASE 3	\$681,000
2.)	Sanitary Sewer	\$198,000
3.)	Lift station and force main	\$250,000
4.)	Watermain	\$280,000
5.)	Storm Sewer	\$311,000
6.)	Street Construction	\$323,000
7.)	Turn Lanes (including striping and signage)	\$250,000
8.)	Street Lights	\$48,000
9.)	Landscaping	\$820,000
10.)	Monuments	\$30,000
11.)	Retaining walls	\$87,000
12.)	Construction debris clean up	\$10,000
13.)	Certified As-Builts	\$20,000
SUBTOTAL		\$3,308,000
Multiplied by		<u>1.25</u>
TOTAL ESCROW:		\$4,135,000

EXHIBIT F-1 continued
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:

- \$140,700- City fees for inspection and engineering service (\$2,100 per lot)
- \$24,000- City fees for inspection and engineering service for senior living building (\$750 per unit x 32 units = \$24,000)
- \$2,000- Stantec water model update
- \$2,500- Bolton & Menk sanitary sewer model update
- \$5,000- Storm water model update
- \$10,000 - Consultant fees for Bolton & Menk lift station review
- \$15,000- Consultant fees for EOR erosion control inspection

\$199,200 say \$200,000 - 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 infiltration basins in the plat of Scenic Hills.

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 \$200,000, plus the engineering consultant proposal amounts 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.

Vegetation Escrow Amount

Developer shall also deposit \$ _____ in cash with the City (hereafter "Vegetation Escrow Amount") to ensure the vegetation installed within and around the infiltration basins and stormwater management ponds are maintained and established for a 3-year period from the date of satisfactory installation of all of the stormwater facilities. The Vegetation Escrow Amount shall be available to the City to pay for deficiencies and problems related to the vegetation installed within and around the stormwater facilities within the PLAT in the event such problems and deficiencies arise after the City has approved the DEVELOPER IMPROVEMENTS.

After the 3-year period has expired and upon approval by the City Engineer, the City shall return to the Developer any of the remaining Vegetation Escrow Amount.

Upon receipt of paid invoices or approval of the City Engineer, a portion of the Vegetation Escrow can be released, but no more than one-third per year. If the vegetation is not properly maintained, the City can withdraw the necessary escrow funds to perform the annual vegetation maintenance with a 30-day written advance notice to the Owner.

To the extent the amount needed to correct the deficiencies and problems relating to the vegetation within and around the stormwater facilities exceeds the initially deposited \$ _____ Vegetation Escrow Amount, the Developer is responsible for payment of such excess within thirty (30) days after billing by the City.

EXHIBIT F-2

ESCROW CALCULATION
FOR PHASE 2 IMPROVEMENTS

1.)	Sanitary sewer and water lateral lines and service lines	\$80,000
2.)	Watermain	\$145,000
3.)	Storm sewer	\$15,000
4.)	Street construction	\$124,000
5.)	Construction debris clean up	\$5,000
6.)	Certified As-Builts	\$5,000
SUBTOTAL		\$374,000
Multiplied by		<u>1.25</u>
TOTAL ESCROW:		\$467,500

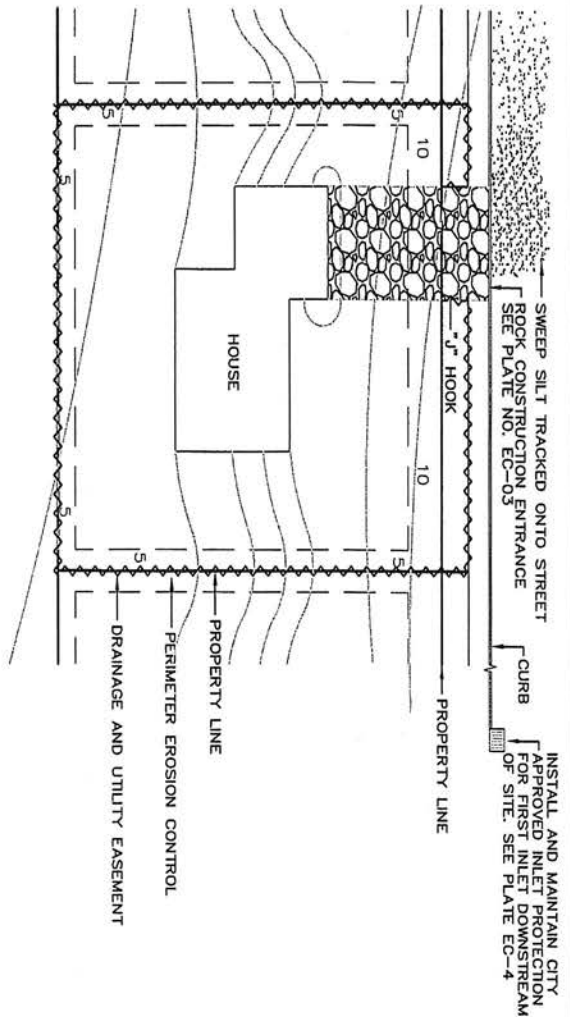
EXHIBIT F-3

ESCROW CALCULATION
FOR PHASE 3 IMPROVEMENTS

1.)	Sanitary sewer	\$93,500
2.)	Watermain lot service lines	\$135,000
3.)	Storm sewer	\$55,000
4.)	Street construction	\$185,000
5.)	Construction debris clean up	\$5,000
6.)	Certified As-Builts	\$5,000
SUBTOTAL		\$478,500
Multiplied by		<u>1.25</u>
TOTAL ESCROW:		\$598,125

EXHIBIT G

LOT EROSION CONTROL REQUIREMENTS



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



**EROSION CONTROL FOR
RESIDENTIAL LOTS**

CITY OF INVER GROVE HEIGHTS
ENGINEERING DEPARTMENT

4/11

PLATE NO.
EC-01

EXHIBIT H
PHASING PLAN

STORMWATER FACILITIES MAINTENANCE AGREEMENT
FOR THE PLAT OF SCENIC HILLS
CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

THIS STORM WATER FACILITIES MAINTENANCE AGREEMENT (Agreement) is made, entered into and effective this 27th day of August, 2018, by and among the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as City) and Hampton Properties IV, LLC, a Minnesota limited liability company (hereafter referred to as Landowner) and Scenic Hills Homeowners Association, Inc., 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 Hampton Properties IV, LLC, a Minnesota limited liability company and its successors and assigns.

1.4 Association. Association means Scenic Hills Homeowners Association, Inc., 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:

- a. "Infiltration Basin 8" located on Outlot A, Scenic Hills;
- b. "Pond 6" located on Outlot A, Scenic Hills;

- c. "Infiltration Basin 7A" located on Outlot C, Scenic Hills;
- d. "Infiltration Basin 7B" located on Outlot C, Scenic Hills;
- e. "Infiltration Basin 5" located on Outlot E, Scenic Hills;
- f. Stormwater management pond located on Outlot I, Scenic Hills.

1.6 Responsible Party. Responsible Party means the following:

- a. From the date hereof through December 31, 2021, the Responsible Party is Landowner and its successors and assigns.
- b. From and after January 1, 2021, 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 Stormwater Facility Plan. "Stormwater Facility Plan" means those certain _____ dated _____ and approved by the City Engineer on August ___, 2018; together with 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.

A color-coded map prepared by _____ dated _____ and approved by the City Engineer on _____, depicting the location of the Storm Water Facilities and the responsibility for maintenance is on file with the City and approved by the City Engineer.

1.10 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.

1.11 Development Contract. "Development Contract" means that certain contract between Landowner and City dated August 27, 2018.

1.12 Storm Water Facilities Lots. "Storm Water Facilities Lots" means that real property located in the City of Inver Grove Heights, Dakota County, State of Minnesota, legally described on the attached **Exhibit D**.

ARTICLE 2
RECITALS

Recital No. 1. Landowner currently owns all the Residential Lots.

Recital No. 2. The Storm Water Facilities benefit and will serve the Residential Lots.

Recital No. 3. The Storm Water Facilities Lots are currently owned by Landowner.

Recital No. 4. The City is willing to allow the plat of Scenic Hills 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. 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.

ARTICLE 3 **RESPONSIBILITY FOR MAINTENANCE**

3.1 Construction of Stormwater Facilities. Landowner agrees that the Stormwater Facilities identified in Section 1.5 of this Agreement 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 in accordance with the Standard of Maintenance set forth in Section 3.3 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 Scenic Hills.

The City will own Outlot A, Scenic Hills. Responsible Party is not obligated to maintain the regional basin located in Outlot A, Scenic Hills. The City is obligated to maintain the regional basin located in Outlot A, Scenic Hills.

The City will own Outlot C, Scenic Hills. Responsible Party is not obligated to maintain the regional basin located in Outlot C, Scenic Hills. The City is obligated to maintain the regional basin located in Outlot C, Scenic Hills.

3.3 Standard of Maintenance. The Responsible Party 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 plat of Blackstone Vista 3rd Addition 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 being constructed within the plat of Scenic Hills. The Operations & Maintenance Plan is 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 as approved by the City. The final Operations & Maintenance Plan shall be on file with the City's Director of Public Works.
 - iii. The final 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**.

3.4 Notice of Non-Compliance with Section 3.2 and 3.3; 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 3.5 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 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.

3.6 Certification of Costs Payable With Taxes; Special Assessments. If payment is not made under Section 3.5 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.

3.7 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.

3.8 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.

3.9 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 **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 Scenic Hills.

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 Storm Water Facilities Lots and shall run

with the Residential Lots 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 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 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: Hampton Properties IV, LLC
Attention: Joel Larson, President
1341 County Road D Circle
Vadnais Heights, MN 55109

If to Association: Scenic Hills Homeowners Association, Inc.
Attention: _____

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

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

IN WITNESS WHEREOF Landowner, Association, and the 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, Mayor

ATTEST:

Michelle Tesser, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this 27th day of August, 2018, 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
HAMPTON PROPERTIES IV, LLC**

By: _____
Joel Larson
Its President

STATE OF MINNESOTA)
)
COUNTY OF _____) ss.

On this _____ day of August, 2018, before me a Notary Public within and for said County, personally appeared Joel Larson, to me personally known, who being by me duly sworn, did say that he is the President of Hampton Properties IV, LLC, a Minnesota limited liability company, and that the foregoing instrument was executed on behalf of Hampton Properties IV, LLC by authority of the Boards of Governors of Hampton Properties IV, LLC.

Notary Public

**ASSOCIATION:
SCENIC HILLS HOMEOWNERS ASSOCIATION, INC.**

By: _____

Its President

STATE OF MINNESOTA)
)
COUNTY OF _____) ss.

On this _____ day of August, 2018, before me a Notary Public within and for said County, personally appeared _____, to me personally known, who being by me duly sworn, did say that he/she is the President of Scenic Hills Homeowners Association, Inc., a Minnesota non-profit corporation, and that the foregoing instrument was executed on behalf of Scenic Hills Homeowners Association, Inc. 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:

Lot 1, Block 1, Scenic Hills, Dakota County, Minnesota
Lots 1 through 6, Block 2, Scenic Hills, Dakota County, Minnesota
Lots 1 through 13, Block 3, Scenic Hills, Dakota County, Minnesota
Lots 1 through 6, Block 4, Scenic Hills, Dakota County, Minnesota
Lots 1 through 9, Block 5, Scenic Hills, Dakota County, Minnesota
Lots 1 through 10, Block 6, Scenic Hills, Dakota County, Minnesota
Lots 1 through 4, Block 7, Scenic Hills, Dakota County, Minnesota
Lots 1 through 19, Block 8, Scenic Hills, 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
FINAL 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					
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

EXHIBIT D
STORM WATER FACILITIES LOTS

Storm Water Facilities Lots means each and all of the following, individually and collectively:

Outlots A, C, E and I, Scenic Hills, Dakota County, Minnesota.

RETAINING WALL MAINTENANCE AGREEMENT
FOR LOT _____, BLOCK _____, SCENIC HILLS
INVER GROVE HEIGHTS, MINNESOTA

THIS RETAINING WALL MAINTENANCE AGREEMENT (hereafter referred to as "Agreement") is made, entered into and effective this 27th day of August, 2018, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as "City") and Hampton Properties IV, LLC, a Minnesota limited liability company (hereafter referred to as Lot Owner and Responsible Owner). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

ARTICLE 1
DEFINITIONS

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

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

1.3 Lot Owner. "Lot Owner" means Hampton Properties IV, LLC, a Minnesota limited liability company, and its successors and assigns.

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

The retaining wall structure, retaining wall foundation, retaining wall anchors, retaining wall fencing, and retaining wall drainage collection appurtenances, retaining wall drainage piping, and retaining wall drainage discharge appurtenances lying within the Lot.

1.5 Retaining Wall Construction Plan. "Retaining Wall Construction Plan" means the _____ prepared by _____ dated _____ and approved by the City Engineer on August ___, 2018. The Retaining Wall Construction Plan is on file with the City.

The Retaining Wall Construction Plan may be further defined by the plans and permit on file with the City's Building Department for retaining walls needing structural review (generally retaining walls greater than 4 feet in height).

1.6 Lot. "Lot" means that certain real property located in the City of Inver Grove Heights, Dakota County, Minnesota legally described on the attached **Exhibit A**.

1.7 Responsible Owner. "Responsible Owner" means the fee title owner(s) of the Lot during the period of time that it or they own fee title to the Lot.

1.8 Maintenance Standards. "Maintenance Standards" means the Standards of Maintenance as defined in Article 3, Section 3.3 of this Agreement.

1.9 DPW. "DPW" means the City's Director of Public Works.

ARTICLE 2 **RECITALS**

Recital No. 1. Lot Owner owns the Lot.

Recital No. 2. Lot Owner will construct the Retaining Wall Facilities on the Lot pursuant to the Retaining Wall Construction Plan.

Recital No. 3. The City is willing to allow the Responsible Owner to begin the improvements on the Lot if Lot Owner executes this Retaining Wall Maintenance Agreement.

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

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

Recital No. 5. Lot Owner is currently the only Responsible Owner.

ARTICLE 3 **RESPONSIBILITY FOR MAINTENANCE**

3.1 Construction of Retaining Wall Facilities. Lot Owner agrees that by November 30, 2018, the Retaining Wall Facilities shall be constructed and installed in accordance with the Retaining Wall Construction Plan at the sole expense of Lot Owner.

3.2 Maintenance of Retaining Wall Facilities. The Responsible Owner is obligated at its expense to perpetually maintain the Retaining Wall Facilities in accordance with the Standard of Maintenance set forth in Section 3.3 hereof. The Responsible Owner shall not modify, alter, remove, or eliminate the Retaining Wall Facilities for as long as the Retaining Wall Facilities exists. The Responsible Owner shall also insure that the Retaining Wall Facilities always remain safe, structural sound and otherwise in compliance with the professional engineering retaining wall designs as reflected in the Retaining Wall Construction Plan and in industry standards (as amended from time to time). 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 Retaining Wall Facilities on the Lot exists even though the event or omission which caused the need for maintenance of the Retaining Wall Facilities may arise on property outside of the Lot.

3.3 Standard of Maintenance. The Standard of Maintenance for the Retaining Wall Facilities shall comply with the minimum standards of the Minnesota State Building Code and any applicable provisions of the Inver Grove Heights City Code (as amended from time to time, by amendment of general applicability). In addition, the Standard of Maintenance shall keep the Retaining Wall Facilities in reasonable conformance with the original professional engineering retaining wall designs reflected in the Retaining Wall Construction Plan and in industry standards (as amended from time to time), and the Standard of Maintenance shall include the same standards that the City's Director of Public Works utilizes for similar retaining wall systems that the City maintains, as those standards are from time to time amended. The Retaining Wall Construction Plan is on file with the City.

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

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

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

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

3.6 Certification of Costs Payable With Taxes; Special Assessments. If payment is not made under Section 3.5 by the Responsible Owner with respect to the Lot, the City may certify to Dakota County the amounts due as payable with the real estate taxes for the Lot in the next calendar year; such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills. The Responsible Owner waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Lot.

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

3.7 Notice of Non-Compliance with Section 3.2; Cure Period. If the City's Director of Public Works ("DPW") determines, at his reasonable discretion, that the Responsible Owner has not complied with the Standard of Maintenance, the DPW shall provide written notice to the Responsible Owner of such failure to comply with the Standard of Maintenance. This notice shall specify that the Responsible Owner will have thirty (30) days to comply with the Standard of Maintenance, unless thirty (30) days is not practicable for the Responsible Owner to cure the default, in which case the Responsible Owner shall be given a reasonable time, as determined by the DPW, to cure the default provided the Responsible Owner has commenced a suitable cure within the initial thirty (30) days. Notwithstanding the requirement contained in this Section relating to written notice and opportunity of the Responsible Owner to comply with the Standard of Maintenance, in the event of an emergency as determined by the 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 3.8 and 3.9 with respect to the billing, collection and/or tax certification of such costs.

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

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

3.9 Certification of Costs Payable With Taxes; Special Assessments. If payment is not made under Section 3.8 by the Responsible Owner with respect to the Lot, the City may certify to Dakota County the amounts due as payable with the real estate taxes for the Lot in the next calendar year; such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills. The Responsible Owner waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Lot.

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

3.10 Obligation For Maintenance Notwithstanding Public Easement. The Responsible Owner agrees that its obligations relating to maintenance of the Retaining Wall Facilities exist notwithstanding the fact that the Retaining Wall 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 Retaining Wall Facilities for the duration of the performance of the maintenance. The Responsible Owner hereby grants to the City a temporary right and license to access and enter the Lot for the purpose of performing maintenance of the Retaining Wall Facilities for the duration of the performance of the maintenance.

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

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

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

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

ARTICLE 4 **CITY'S COVENANTS**

4.1 Compliance with City Conditions. The City agrees that if Responsible Owner executes this Retaining Wall Maintenance Agreement and complies with the other conditions imposed by the Engineering Department relating to the improvements being made on the Lot, then the City will allow the Responsible Owner to begin construction of the improvements on the Lot.

ARTICLE 5 **MISCELLANEOUS**

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

Upon request by a Responsible Owner, the City will prepare for the Responsible Owner, at standard City charges, a special assessment search indicating the extent to which, if any, there is a levied or pending special assessment under Section 3.6 and/or Section 3.9 hereof.

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

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

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

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

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

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

If to Lot Owner: Hampton Properties IV, LLC
Attention: Joel Larson, President
1341 County Road D Circle
Vadnais Heights, MN 55109

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

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Michelle Tesser, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 27th day of August, 2018, 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

**LOT OWNER:
HAMPTON PROPERTIES IV, LLC**

By: _____
Joel Larson
Its President

STATE OF MINNESOTA)
)
COUNTY OF _____) ss.

On this ____ day of August, 2018, before me a Notary Public within and for said County, personally appeared Joel Larson, to me personally known, who being by me duly sworn, did say that he is the President of Hampton Properties IV, LLC, a Minnesota limited liability company, and that the foregoing instrument was executed on behalf of Hampton Properties IV, LLC by authority of the Boards of Governors of Hampton Properties IV, LLC.

Notary Public

THIS INSTRUMENT DRAFTED BY:

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

**AFTER RECORDING PLEASE
RETURN TO:**

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

EXHIBIT A
LEGAL DESCRIPTION OF LOT

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

Lot ___, Block ___, Scenic Hills, Dakota County, Minnesota, according to the plat thereof on file and of record in the office of the Dakota County Recorder, State of Minnesota.

PUD ZONING ACKNOWLEDGMENT AGREEMENT
FOR THE PLAT OF SCENIC HILLS,
DAKOTA COUNTY, MINNESOTA

THIS PUD ZONING ACKNOWLEDGMENT AGREEMENT (Agreement) is made this 27th day of August, 2018, between Hampton Properties IV, LLC, a Minnesota limited liability company (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, Owner, for itself, its successors and assigns, does covenant with the City, its successors and assigns, that it is well seized in fee of the lands and premises described in Exhibit A.

NOW THEREFORE, the parties hereto state, acknowledge and agree that the property described on Exhibit A is subject to the terms and conditions of the City Ordinances relating to Planned Unit Developments, and subject to the Planned Unit Development Plans that have been approved by the City on August 27, 2018, 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 Owner'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, Mayor

ATTEST:

Michelle Tesser, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 27th day of August, 2018, 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:
HAMPTON PROPERTIES IV, LLC**

By: _____
Joel Larson
Its President

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

On this ____ day of August, 2018, before me a Notary Public within and for said County, personally appeared Joel Larson, to me personally known, who being by me duly sworn, did say that he is the President of Hampton Properties IV, LLC, a Minnesota limited liability company, and that the foregoing instrument was executed on behalf of Hampton Properties IV, LLC by authority of the Boards of Governors of Hampton Properties IV, LLC.

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:

Lot 1, Block 1, Scenic Hills, Dakota County, Minnesota
Lots 1 through 6, Block 2, Scenic Hills, Dakota County, Minnesota
Lots 1 through 13, Block 3, Scenic Hills, Dakota County, Minnesota
Lots 1 through 6, Block 4, Scenic Hills, Dakota County, Minnesota
Lots 1 through 9, Block 5, Scenic Hills, Dakota County, Minnesota
Lots 1 through 10, Block 6, Scenic Hills, Dakota County, Minnesota
Lots 1 through 4, Block 7, Scenic Hills, Dakota County, Minnesota
Lots 1 through 19, Block 8, Scenic Hills, Dakota County, Minnesota

Outlots A, B, C, D, E, F, G, H and I, Scenic Hills, 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

**RESIDENTIAL STREET LIGHT AGREEMENT FOR
PLAT OF SCENIC HILLS
DAKOTA COUNTY, MINNESOTA**

THIS RESIDENTIAL STREET LIGHT AGREEMENT (Agreement) is made this 27th day of August, 2018, by and between Hampton Properties IV, LLC, a Minnesota limited liability company, hereafter referred to as "Owner", 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 Owner. "Owner" means Hampton Properties IV, LLC, a Minnesota limited liability company, 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 Scenic Hills.

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 Scenic Hills.

ARTICLE 2
OWNER AND RESIDENTIAL OWNER OBLIGATIONS

2.1 Street Light Plan Must Be Approved. The Owner agrees that a Street Light Plan shall be approved by the Director of Public Works before the installation of any Street Lights. The 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 Scenic Hills.

2.2 Installation of Street Lights. The Owner, at its own expense, shall install the Street Lights as provided in the Street Light Plan. The Street Lights shall be installed no later than the time that the public streets within the plat of Scenic Hills are constructed.

2.3 Payment of Energy Costs for First Two Years. Before recording of the plat of Scenic Hills, the Owner shall prepay the City for the energy costs of the Street Lights for the two (2) calendar years of _____ and _____ by paying the City the amount of \$150.00 per Street Light per year.

2.4 Responsibility of Residential Owners. Beginning with calendar year _____, 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 Scenic Hills.

2.5 Warranty of Ownership. The Owner warrants that on the date of this Agreement the Owner owns fee title to all the Residential Lots and that the Owner on the date of this Agreement is the only Residential Owner.

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 Scenic Hills to be recorded with the Dakota County Recorder. One requirement in the Development Contract is that the Owner 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. Owner shall record this Agreement with the Dakota County Recorder after the plat of Scenic Hills is recorded, and Owner 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 Owner in the Residential Lots acquired by Owner 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.

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

IN WITNESS WHEREOF, Owner and the City have executed this Residential Street Light Agreement as of the day and year aforementioned.

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 27th day of August, 2018, 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:
HAMPTON PROPERTIES IV, LLC**

By: _____
Joel Larson
Its President

STATE OF MINNESOTA)
)
COUNTY OF _____) ss.

On this _____ day of August, 2018, before me a Notary Public within and for said County, personally appeared Joel Larson, to me personally known, who being by me duly sworn, did say that he is the President of Hampton Properties IV, LLC, a Minnesota limited liability company, and that the foregoing instrument was executed on behalf of Hampton Properties IV, LLC by authority of the Boards of Governors of Hampton Properties IV, LLC.

Notary Public

This instrument was drafted by:
Timothy J. Kuntz
LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, 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:

Lot 1, Block 1, Scenic Hills, Dakota County, Minnesota
Lots 1 through 6, Block 2, Scenic Hills, Dakota County, Minnesota
Lots 1 through 13, Block 3, Scenic Hills, Dakota County, Minnesota
Lots 1 through 6, Block 4, Scenic Hills, Dakota County, Minnesota
Lots 1 through 9, Block 5, Scenic Hills, Dakota County, Minnesota
Lots 1 through 10, Block 6, Scenic Hills, Dakota County, Minnesota
Lots 1 through 4, Block 7, Scenic Hills, Dakota County, Minnesota
Lots 1 through 19, Block 8, Scenic Hills, Dakota County, Minnesota

according to the plat thereof on file and of record in the office of the Dakota County Recorder, State of Minnesota.

**AGREEMENT RELATING TO LANDOWNER
IMPROVEMENTS WITHIN CITY EASEMENT ON
LOT __, BLOCK __, SCENIC HILLS
DAKOTA COUNTY, MINNESOTA**

THIS AGREEMENT RELATING TO LANDOWNER IMPROVEMENTS WITHIN CITY EASEMENT ON LOT __, BLOCK __, SCENIC HILLS (Agreement) is made this 27th day of August, 2018, by and between the City of Inver Grove Heights (hereafter referred to as "City"), a Minnesota municipal corporation and Hampton Properties IV, LLC, a Minnesota limited liability company (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 __, Block __, Scenic Hills, Dakota County, Minnesota.

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

The drainage and utility easement dedicated on the plat of Scenic Hills located on Lot __, Block __, Scenic Hills, Dakota County, Minnesota.

1.5 Landowner. “Landowner” means Hampton Properties IV, LLC, a Minnesota limited liability company, and its 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 Inver Grove Heights
Attention: Director of Public Works
8150 Barbara Avenue
Inver Grove Heights, MN 55077

IF TO LANDOWNER:

Hampton Properties IV, LLC
Attention: Joel Larson, President
1341 County Road D Circle
Vadnais Heights, MN 55109

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 retaining walls 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 depiction 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 LANDOWNER, FOR ITSELF AND ITS SUCCESSORS AND ASSIGNS DOES 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. The Landowner Improvements must be constructed according to the Construction Plan.

The Landowner shall not place any other structures, 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.

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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 27th day of August, 2018, 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:
HAMPTON PROPERTIES IV, LLC**

By: _____
Joel Larson
Its President

STATE OF MINNESOTA)
)
COUNTY OF _____) ss.

On this _____ day of August, 2018, before me a Notary Public within and for said County, personally appeared Joel Larson, to me personally known, who being by me duly sworn, did say that he is the President of Hampton Properties IV, LLC, a Minnesota limited liability company, and that the foregoing instrument was executed on behalf of Hampton Properties IV, LLC by authority of the Boards of Governors of Hampton Properties IV, LLC.

Notary Public

This instrument was drafted by:
Timothy J. Kuntz
LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, 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
CONSTRUCTION PLAN

RESTRICTIVE USE EASEMENT AGREEMENT
FOR LOT 1, BLOCK 4, SCENIC HILLS,
DAKOTA COUNTY, MINNESOTA

THIS RESTRICTIVE USE EASEMENT AGREEMENT FOR LOT 1, BLOCK 4, SCENIC HILLS (Easement Agreement) is made this 27th day of August, 2018, by and between Hampton Properties IV, LLC, a Minnesota limited liability company (hereinafter referred to as "Grantor") and the City of Inver Grove Heights, a Minnesota municipal corporation (hereinafter referred to as "City").

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

WHEREAS, a portion of the Property must remain free of any buildings, objects, trees, shrubs or structures (more specifically identified below) that would prevent clear visibility for vehicular traffic traveling at the intersection of the streets adjoining the Property. The City desires that nothing be placed on this portion of the Property.

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

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

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

2. **Restrictions Relating to Vegetation.** Without the prior written consent of the City, no trees, shrubs, or other vegetation (except grass) may be planted or placed upon the Restricted Easement Area.
3. **Restrictions Relating to Structures.** No buildings and no other man-made structures (including, but not limited to: fences, sheds, retaining walls, play equipment, gazebo's, rock gardens and landscape boulders) shall be placed in the Restricted Easement Area without the prior written consent of the City; provided, however, nothing contained in this Easement Agreement prohibits Grantor from placing impervious pavement for driveways within the Restricted Easement Area and nothing contained in this Easement Agreement prohibits Grantor or City from placing stormwater facilities or other public utilities in the Restricted Easement Area.
4. **Restrictions Relating to Grade.** No change in the general topography of the Restricted Easement Area landscape, (including, but not limited to, excavation, movement, or removal of soil), shall be allowed without the prior written consent of the City.
5. **Duration of Easement.** The duration of the Restrictive Use Easement is perpetual, unless terminated by any of the following means:
 - a. The Restrictive Use Easement may be terminated by recordable written instrument signed by the parties.
 - b. The Restrictive Use Easement may be terminated if the City executes a written recordable release of the Restrictive Use Easement.
 - c. The Restrictive Use Easement shall be terminated if the City acquires a street easement over the Restricted Easement Area or otherwise acquires fee title to the Restricted Easement Area.
6. **No Impairment of City Rights.** Nothing contained herein shall impair any right of the City now held or hereafter acquired to construct, repair, replace, or maintain any existing or future public utilities or streets which are, or come to be placed in, on, or under the Restricted Easement Area.
7. **City Remedies.** If the Grantor fails to perform any of its covenants or obligations under this Easement Agreement, the City may avail itself of any remedy afforded by law and any of the following non-exclusive remedies:
 - a) **Specific Performance.** The City may specifically enforce this Easement Agreement.
 - b) **Notice of Non-Compliance; Cure Period.** If the City's Director of Public Works ("DPW") determines, at his sole discretion, that the Grantor has not complied with the terms and provisions set forth in this Easement Agreement, the DPW shall provide written notice to the Grantor of such

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

- c) **Payment of Costs Incurred by City.** If the Grantor fails to comply with the terms and provisions of this Easement Agreement within thirty (30) days after delivery of the written notice, or in the case of an emergency situation as determined by the DPW, the City may perform those tasks necessary for compliance and the City shall have the right of access to the Property to perform such work. The City shall charge all costs incurred by the City to perform the tasks necessary for compliance to the Grantor. The amount of costs charged by the City to the Grantor shall be the usual and customary amounts charged by the City given the task, work, or improvement performed by the City to ensure compliance with the terms and provisions of this Easement Agreement. The Grantor shall make payment directly to the City within twenty (20) days after invoicing ("Due Date") by the City. Bills not paid by the Due Date shall incur the standard penalty and interest established by the City for utility billings within the City.
- d) **Certification of Costs Payable With Taxes.** If payment is not made by the Grantor as provided in Section 7 (c), the City may certify to Dakota County the amounts due as payable with the real estate taxes for Property owned by the Grantor in the next calendar year; such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills. The Grantor waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Property owned by the Grantor. The Grantor hereby further waive any and all procedural and substantive objections to special assessments for the maintenance costs including, but not limited to,

notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Property owned by the Grantor. The Grantor waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Grantor acknowledges that the benefit to the Property owned by the Grantor from the performance of tasks by the City to ensure compliance with the terms and provisions of this Easement Agreement equal or exceeds the amount of the charges and assessments for the costs that are being imposed hereunder upon the Property owned by the Grantor.

8. **Binding Effect.** This Restrictive Use Easement shall run with the Property and shall inure to the benefit of the Grantor and the City and shall bind the Grantor and the successors and assigns of the Grantor and shall be binding upon the City and the successor's and assigns of the City. This Restrictive Use Easement shall also be binding upon any right title or interest of the parties to the Property acquired after the date of this Restrictive Use Easement or acquired after the date of recording of this Restrictive Use Easement.

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

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

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

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

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

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

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IN WITNESS WHEREOF, the parties have caused this Restrictive Use Easement Agreement for Lot 1, Block 4, Scenic Hills to be executed as of the day and year aforesaid by its duly authorized representatives.

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 27th day of August, 2018, 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

**GRANTOR
HAMPTON PROPERTIES IV, LLC**

By: _____
Joel Larson
Its President

STATE OF MINNESOTA)
)
COUNTY OF _____) ss.

On this _____ day of August, 2018, before me a Notary Public within and for said County, personally appeared Joel Larson, to me personally known, who being by me duly sworn, did say that he is the President of Hampton Properties IV, LLC, a Minnesota limited liability company, and that the foregoing instrument was executed on behalf of Hampton Properties IV, LLC by authority of the Boards of Governors of Hampton Properties IV, LLC.

Notary Public

THIS INSTRUMENT DRAFTED BY:

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

**AFTER RECORDING PLEASE
RETURN TO:**

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

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

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

Lot 1, Block 4, Scenic Hills, 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 restricted use easement lying over, under and across all that part of Lot 1, Block 4, Scenic Hills, according to the recorded plat thereof, Dakota County, Minnesota,

Depiction of Easement Area
(Part of Exhibit B)

RESTRICTIVE USE EASEMENT AGREEMENT
FOR LOT 1, BLOCK 5, SCENIC HILLS,
DAKOTA COUNTY, MINNESOTA

THIS RESTRICTIVE USE EASEMENT AGREEMENT FOR LOT 1, BLOCK 5, SCENIC HILLS (Easement Agreement) is made this 27th day of August, 2018, by and between Hampton Properties IV, LLC, a Minnesota limited liability company (hereinafter referred to as "Grantor") and the City of Inver Grove Heights, a Minnesota municipal corporation (hereinafter referred to as "City").

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

WHEREAS, a portion of the Property must remain free of any buildings, objects, trees, shrubs or structures (more specifically identified below) that would prevent clear visibility for vehicular traffic traveling at the intersection of the streets adjoining the Property. The City desires that nothing be placed on this portion of the Property.

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

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

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

2. **Restrictions Relating to Vegetation.** Without the prior written consent of the City, no trees, shrubs, or other vegetation (except grass) may be planted or placed upon the Restricted Easement Area.
3. **Restrictions Relating to Structures.** No buildings and no other man-made structures (including, but not limited to: fences, sheds, retaining walls, play equipment, gazebo's, rock gardens and landscape boulders) shall be placed in the Restricted Easement Area without the prior written consent of the City; provided, however, nothing contained in this Easement Agreement prohibits Grantor from placing impervious pavement for driveways within the Restricted Easement Area and nothing contained in this Easement Agreement prohibits Grantor or City from placing stormwater facilities or other public utilities in the Restricted Easement Area.
4. **Restrictions Relating to Grade.** No change in the general topography of the Restricted Easement Area landscape, (including, but not limited to, excavation, movement, or removal of soil), shall be allowed without the prior written consent of the City.
5. **Duration of Easement.** The duration of the Restrictive Use Easement is perpetual, unless terminated by any of the following means:
 - a. The Restrictive Use Easement may be terminated by recordable written instrument signed by the parties.
 - b. The Restrictive Use Easement may be terminated if the City executes a written recordable release of the Restrictive Use Easement.
 - c. The Restrictive Use Easement shall be terminated if the City acquires a street easement over the Restricted Easement Area or otherwise acquires fee title to the Restricted Easement Area.
6. **No Impairment of City Rights.** Nothing contained herein shall impair any right of the City now held or hereafter acquired to construct, repair, replace, or maintain any existing or future public utilities or streets which are, or come to be placed in, on, or under the Restricted Easement Area.
7. **City Remedies.** If the Grantor fails to perform any of its covenants or obligations under this Easement Agreement, the City may avail itself of any remedy afforded by law and any of the following non-exclusive remedies:
 - a) **Specific Performance.** The City may specifically enforce this Easement Agreement.
 - b) **Notice of Non-Compliance; Cure Period.** If the City's Director of Public Works ("DPW") determines, at his sole discretion, that the Grantor has not complied with the terms and provisions set forth in this Easement Agreement, the DPW shall provide written notice to the Grantor of such

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

- c) **Payment of Costs Incurred by City.** If the Grantor fails to comply with the terms and provisions of this Easement Agreement within thirty (30) days after delivery of the written notice, or in the case of an emergency situation as determined by the DPW, the City may perform those tasks necessary for compliance and the City shall have the right of access to the Property to perform such work. The City shall charge all costs incurred by the City to perform the tasks necessary for compliance to the Grantor. The amount of costs charged by the City to the Grantor shall be the usual and customary amounts charged by the City given the task, work, or improvement performed by the City to ensure compliance with the terms and provisions of this Easement Agreement. The Grantor shall make payment directly to the City within twenty (20) days after invoicing ("Due Date") by the City. Bills not paid by the Due Date shall incur the standard penalty and interest established by the City for utility billings within the City.
- d) **Certification of Costs Payable With Taxes.** If payment is not made by the Grantor as provided in Section 7 (c), the City may certify to Dakota County the amounts due as payable with the real estate taxes for Property owned by the Grantor in the next calendar year; such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills. The Grantor waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Property owned by the Grantor. The Grantor hereby further waive any and all procedural and substantive objections to special assessments for the maintenance costs including, but not limited to,

notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Property owned by the Grantor. The Grantor waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Grantor acknowledges that the benefit to the Property owned by the Grantor from the performance of tasks by the City to ensure compliance with the terms and provisions of this Easement Agreement equal or exceeds the amount of the charges and assessments for the costs that are being imposed hereunder upon the Property owned by the Grantor.

8. **Binding Effect.** This Restrictive Use Easement shall run with the Property and shall inure to the benefit of the Grantor and the City and shall bind the Grantor and the successors and assigns of the Grantor and shall be binding upon the City and the successor's and assigns of the City. This Restrictive Use Easement shall also be binding upon any right title or interest of the parties to the Property acquired after the date of this Restrictive Use Easement or acquired after the date of recording of this Restrictive Use Easement.

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

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

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

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

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

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

[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, Scenic Hills to be executed as of the day and year aforesaid by its duly authorized representatives.

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 27th day of August, 2018, 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

**GRANTOR
HAMPTON PROPERTIES IV, LLC**

By: _____
Joel Larson
Its President

STATE OF MINNESOTA)
)
COUNTY OF _____) ss.

On this _____ day of August, 2018, before me a Notary Public within and for said County, personally appeared Joel Larson, to me personally known, who being by me duly sworn, did say that he is the President of Hampton Properties IV, LLC, a Minnesota limited liability company, and that the foregoing instrument was executed on behalf of Hampton Properties IV, LLC by authority of the Boards of Governors of Hampton Properties IV, LLC.

Notary Public

THIS INSTRUMENT DRAFTED BY:

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

**AFTER RECORDING PLEASE
RETURN TO:**

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

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

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

Lot 1, Block 5, Scenic Hills, 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 restricted use easement lying over, under and across all that part of Lot 1, Block 5, Scenic Hills, according to the recorded plat thereof, Dakota County, Minnesota,

Depiction of Easement Area
(Part of Exhibit B)

RESTRICTIVE USE EASEMENT AGREEMENT
FOR LOT 1, BLOCK 8, SCENIC HILLS,
DAKOTA COUNTY, MINNESOTA

THIS RESTRICTIVE USE EASEMENT AGREEMENT FOR LOT 1, BLOCK 8, SCENIC HILLS (Easement Agreement) is made this 27th day of August, 2018, by and between Hampton Properties IV, LLC, a Minnesota limited liability company (hereinafter referred to as "Grantor") and the City of Inver Grove Heights, a Minnesota municipal corporation (hereinafter referred to as "City").

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

WHEREAS, a portion of the Property must remain free of any buildings, objects, trees, shrubs or structures (more specifically identified below) that would prevent clear visibility for vehicular traffic traveling at the intersection of the streets adjoining the Property. The City desires that nothing be placed on this portion of the Property.

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

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

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

2. **Restrictions Relating to Vegetation.** Without the prior written consent of the City, no trees, shrubs, or other vegetation (except grass) may be planted or placed upon the Restricted Easement Area.
3. **Restrictions Relating to Structures.** No buildings and no other man-made structures (including, but not limited to: fences, sheds, retaining walls, play equipment, gazebo's, rock gardens and landscape boulders) shall be placed in the Restricted Easement Area without the prior written consent of the City; provided, however, nothing contained in this Easement Agreement prohibits Grantor from placing impervious pavement for driveways within the Restricted Easement Area and nothing contained in this Easement Agreement prohibits Grantor or City from placing stormwater facilities or other public utilities in the Restricted Easement Area.
4. **Restrictions Relating to Grade.** No change in the general topography of the Restricted Easement Area landscape, (including, but not limited to, excavation, movement, or removal of soil), shall be allowed without the prior written consent of the City.
5. **Duration of Easement.** The duration of the Restrictive Use Easement is perpetual, unless terminated by any of the following means:
 - a. The Restrictive Use Easement may be terminated by recordable written instrument signed by the parties.
 - b. The Restrictive Use Easement may be terminated if the City executes a written recordable release of the Restrictive Use Easement.
 - c. The Restrictive Use Easement shall be terminated if the City acquires a street easement over the Restricted Easement Area or otherwise acquires fee title to the Restricted Easement Area.
6. **No Impairment of City Rights.** Nothing contained herein shall impair any right of the City now held or hereafter acquired to construct, repair, replace, or maintain any existing or future public utilities or streets which are, or come to be placed in, on, or under the Restricted Easement Area.
7. **City Remedies.** If the Grantor fails to perform any of its covenants or obligations under this Easement Agreement, the City may avail itself of any remedy afforded by law and any of the following non-exclusive remedies:
 - a) **Specific Performance.** The City may specifically enforce this Easement Agreement.
 - b) **Notice of Non-Compliance; Cure Period.** If the City's Director of Public Works ("DPW") determines, at his sole discretion, that the Grantor has not complied with the terms and provisions set forth in this Easement Agreement, the DPW shall provide written notice to the Grantor of such

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

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

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 27th day of August, 2018, 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

**GRANTOR
HAMPTON PROPERTIES IV, LLC**

By: _____
Joel Larson
Its President

STATE OF MINNESOTA)
)
COUNTY OF _____) ss.

On this _____ day of August, 2018, before me a Notary Public within and for said County, personally appeared Joel Larson, to me personally known, who being by me duly sworn, did say that he is the President of Hampton Properties IV, LLC, a Minnesota limited liability company, and that the foregoing instrument was executed on behalf of Hampton Properties IV, LLC by authority of the Boards of Governors of Hampton Properties IV, LLC.

Notary Public

THIS INSTRUMENT DRAFTED BY:

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

**AFTER RECORDING PLEASE
RETURN TO:**

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

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

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Lot 1, Block 8, Scenic Hills, 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 restricted use easement lying over, under and across all that part of Lot 1, Block 8, Scenic Hills, according to the recorded plat thereof, Dakota County, Minnesota,

Depiction of Easement Area
(Part of Exhibit B)

RESTRICTIVE USE EASEMENT AGREEMENT
FOR LOT 5, BLOCK 3, SCENIC HILLS,
DAKOTA COUNTY, MINNESOTA

THIS RESTRICTIVE USE EASEMENT AGREEMENT FOR LOT 5, BLOCK 3, SCENIC HILLS (Easement Agreement) is made this 27th day of August, 2018, by and between Hampton Properties IV, LLC, a Minnesota limited liability company (hereinafter referred to as "Grantor") and the City of Inver Grove Heights, a Minnesota municipal corporation (hereinafter referred to as "City").

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

WHEREAS, a portion of the Property must remain free of any buildings, objects, trees, shrubs or structures (more specifically identified below) that would prevent clear visibility for vehicular traffic traveling at the intersection of the streets adjoining the Property. The City desires that nothing be placed on this portion of the Property.

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IN WITNESS WHEREOF, the parties have caused this Restrictive Use Easement Agreement for Lot 5, Block 3, Scenic Hills to be executed as of the day and year aforesaid by its duly authorized representatives.

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 27th day of August, 2018, 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

GRANTOR
HAMPTON PROPERTIES IV, LLC

By: _____
Joel Larson
Its President

STATE OF MINNESOTA)
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COUNTY OF _____) ss.

On this _____ day of August, 2018, before me a Notary Public within and for said County, personally appeared Joel Larson, to me personally known, who being by me duly sworn, did say that he is the President of Hampton Properties IV, LLC, a Minnesota limited liability company, and that the foregoing instrument was executed on behalf of Hampton Properties IV, LLC by authority of the Boards of Governors of Hampton Properties IV, LLC.

Notary Public

THIS INSTRUMENT DRAFTED BY:

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

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FOR LOT 6, BLOCK 3, SCENIC HILLS,
DAKOTA COUNTY, MINNESOTA

THIS RESTRICTIVE USE EASEMENT AGREEMENT FOR LOT 6, BLOCK 3, SCENIC HILLS (Easement Agreement) is made this 27th day of August, 2018, by and between Hampton Properties IV, LLC, a Minnesota limited liability company (hereinafter referred to as "Grantor") and the City of Inver Grove Heights, a Minnesota municipal corporation (hereinafter referred to as "City").

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

WHEREAS, a portion of the Property must remain free of any buildings, objects, trees, shrubs or structures (more specifically identified below) that would prevent clear visibility for vehicular traffic traveling at the intersection of the streets adjoining the Property. The City desires that nothing be placed on this portion of the Property.

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

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

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

2. **Restrictions Relating to Vegetation.** Without the prior written consent of the City, no trees, shrubs, or other vegetation (except grass) may be planted or placed upon the Restricted Easement Area.
3. **Restrictions Relating to Structures.** No buildings and no other man-made structures (including, but not limited to: fences, sheds, retaining walls, play equipment, gazebo's, rock gardens and landscape boulders) shall be placed in the Restricted Easement Area without the prior written consent of the City; provided, however, nothing contained in this Easement Agreement prohibits Grantor from placing impervious pavement for driveways within the Restricted Easement Area and nothing contained in this Easement Agreement prohibits Grantor or City from placing stormwater facilities or other public utilities in the Restricted Easement Area.
4. **Restrictions Relating to Grade.** No change in the general topography of the Restricted Easement Area landscape, (including, but not limited to, excavation, movement, or removal of soil), shall be allowed without the prior written consent of the City.
5. **Duration of Easement.** The duration of the Restrictive Use Easement is perpetual, unless terminated by any of the following means:
 - a. The Restrictive Use Easement may be terminated by recordable written instrument signed by the parties.
 - b. The Restrictive Use Easement may be terminated if the City executes a written recordable release of the Restrictive Use Easement.
 - c. The Restrictive Use Easement shall be terminated if the City acquires a street easement over the Restricted Easement Area or otherwise acquires fee title to the Restricted Easement Area.
6. **No Impairment of City Rights.** Nothing contained herein shall impair any right of the City now held or hereafter acquired to construct, repair, replace, or maintain any existing or future public utilities or streets which are, or come to be placed in, on, or under the Restricted Easement Area.
7. **City Remedies.** If the Grantor fails to perform any of its covenants or obligations under this Easement Agreement, the City may avail itself of any remedy afforded by law and any of the following non-exclusive remedies:
 - a) **Specific Performance.** The City may specifically enforce this Easement Agreement.
 - b) **Notice of Non-Compliance; Cure Period.** If the City's Director of Public Works ("DPW") determines, at his sole discretion, that the Grantor has not complied with the terms and provisions set forth in this Easement Agreement, the DPW shall provide written notice to the Grantor of such

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

- c) **Payment of Costs Incurred by City.** If the Grantor fails to comply with the terms and provisions of this Easement Agreement within thirty (30) days after delivery of the written notice, or in the case of an emergency situation as determined by the DPW, the City may perform those tasks necessary for compliance and the City shall have the right of access to the Property to perform such work. The City shall charge all costs incurred by the City to perform the tasks necessary for compliance to the Grantor. The amount of costs charged by the City to the Grantor shall be the usual and customary amounts charged by the City given the task, work, or improvement performed by the City to ensure compliance with the terms and provisions of this Easement Agreement. The Grantor shall make payment directly to the City within twenty (20) days after invoicing ("Due Date") by the City. Bills not paid by the Due Date shall incur the standard penalty and interest established by the City for utility billings within the City.
- d) **Certification of Costs Payable With Taxes.** If payment is not made by the Grantor as provided in Section 7 (c), the City may certify to Dakota County the amounts due as payable with the real estate taxes for Property owned by the Grantor in the next calendar year; such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills. The Grantor waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Property owned by the Grantor. The Grantor hereby further waive any and all procedural and substantive objections to special assessments for the maintenance costs including, but not limited to,

notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Property owned by the Grantor. The Grantor waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Grantor acknowledges that the benefit to the Property owned by the Grantor from the performance of tasks by the City to ensure compliance with the terms and provisions of this Easement Agreement equal or exceeds the amount of the charges and assessments for the costs that are being imposed hereunder upon the Property owned by the Grantor.

8. **Binding Effect.** This Restrictive Use Easement shall run with the Property and shall inure to the benefit of the Grantor and the City and shall bind the Grantor and the successors and assigns of the Grantor and shall be binding upon the City and the successor's and assigns of the City. This Restrictive Use Easement shall also be binding upon any right title or interest of the parties to the Property acquired after the date of this Restrictive Use Easement or acquired after the date of recording of this Restrictive Use Easement.
9. **No Assumption of Duty.** Nothing contained in this Easement Agreement shall be considered an affirmative duty upon the City to perform the Grantor's obligations.
10. **No Third Party Recourse.** Third parties shall have no recourse against the City under this Easement Agreement.
11. **Amendment And Waiver.** The parties hereto may by mutual written agreement amend this Easement Agreement in any respect. Any party hereto may extend the time for the performance of any of the obligations of another, waive any inaccuracies in representations by another contained in this Easement Agreement or in any document delivered pursuant hereto which inaccuracies would otherwise constitute a breach of this Easement Agreement, waive compliance by another with any of the covenants contained in this Easement Agreement and performance of any obligations by the other or waive the fulfillment of any condition that is precedent to the performance by the party so waiving of any of its obligations under this Easement Agreement. Any agreement on the part of any party for any such amendment, extension or waiver must be in writing. No waiver of any of the provisions of this Easement Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.
12. **Governing Law.** This Easement Agreement shall be governed by and construed in accord with the laws of the State of Minnesota.
13. **Counterparts.** This Easement Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

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

[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 3, Scenic Hills to be executed as of the day and year aforesaid by its duly authorized representatives.

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 27th day of August, 2018, 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

GRANTOR
HAMPTON PROPERTIES IV, LLC

By: _____
Joel Larson
Its President

STATE OF MINNESOTA)
)
COUNTY OF _____) ss.

On this _____ day of August, 2018, before me a Notary Public within and for said County, personally appeared Joel Larson, to me personally known, who being by me duly sworn, did say that he is the President of Hampton Properties IV, LLC, a Minnesota limited liability company, and that the foregoing instrument was executed on behalf of Hampton Properties IV, LLC by authority of the Boards of Governors of Hampton Properties IV, LLC.

Notary Public

THIS INSTRUMENT DRAFTED BY:

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

**AFTER RECORDING PLEASE
RETURN TO:**

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

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

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

Lot 6, Block 3, Scenic Hills, 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 restricted use easement lying over, under and across all that part of Lot 6, Block 3, Scenic Hills, according to the recorded plat thereof, Dakota County, Minnesota,

Depiction of Easement Area
(Part of Exhibit B)

RESTRICTIVE USE EASEMENT AGREEMENT
FOR LOT 9, BLOCK 5, SCENIC HILLS,
DAKOTA COUNTY, MINNESOTA

THIS RESTRICTIVE USE EASEMENT AGREEMENT FOR LOT 9, BLOCK 5, SCENIC HILLS (Easement Agreement) is made this 27th day of August, 2018, by and between Hampton Properties IV, LLC, a Minnesota limited liability company (hereinafter referred to as "Grantor") and the City of Inver Grove Heights, a Minnesota municipal corporation (hereinafter referred to as "City").

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

WHEREAS, a portion of the Property must remain free of any buildings, objects, trees, shrubs or structures (more specifically identified below) that would prevent clear visibility for vehicular traffic traveling at the intersection of the streets adjoining the Property. The City desires that nothing be placed on this portion of the Property.

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

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 - b. The Restrictive Use Easement may be terminated if the City executes a written recordable release of the Restrictive Use Easement.
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 - a) **Specific Performance.** The City may specifically enforce this Easement Agreement.
 - b) **Notice of Non-Compliance; Cure Period.** If the City's Director of Public Works ("DPW") determines, at his sole discretion, that the Grantor has not complied with the terms and provisions set forth in this Easement Agreement, the DPW shall provide written notice to the Grantor of such

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

- c) **Payment of Costs Incurred by City.** If the Grantor fails to comply with the terms and provisions of this Easement Agreement within thirty (30) days after delivery of the written notice, or in the case of an emergency situation as determined by the DPW, the City may perform those tasks necessary for compliance and the City shall have the right of access to the Property to perform such work. The City shall charge all costs incurred by the City to perform the tasks necessary for compliance to the Grantor. The amount of costs charged by the City to the Grantor shall be the usual and customary amounts charged by the City given the task, work, or improvement performed by the City to ensure compliance with the terms and provisions of this Easement Agreement. The Grantor shall make payment directly to the City within twenty (20) days after invoicing ("Due Date") by the City. Bills not paid by the Due Date shall incur the standard penalty and interest established by the City for utility billings within the City.
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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 9, Block 5, Scenic Hills to be executed as of the day and year aforesaid by its duly authorized representatives.

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 27th day of August, 2018, 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

**GRANTOR
HAMPTON PROPERTIES IV, LLC**

By: _____
Joel Larson
Its President

STATE OF MINNESOTA)
)
COUNTY OF _____) ss.

On this _____ day of August, 2018, before me a Notary Public within and for said County, personally appeared Joel Larson, to me personally known, who being by me duly sworn, did say that he is the President of Hampton Properties IV, LLC, a Minnesota limited liability company, and that the foregoing instrument was executed on behalf of Hampton Properties IV, LLC by authority of the Boards of Governors of Hampton Properties IV, LLC.

Notary Public

THIS INSTRUMENT DRAFTED BY:

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

**AFTER RECORDING PLEASE
RETURN TO:**

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

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

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

Lot 9, Block 5, Scenic Hills, 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 restricted use easement lying over, under and across all that part of Lot 9, Block 5, Scenic Hills, according to the recorded plat thereof, Dakota County, Minnesota,

Depiction of Easement Area
(Part of Exhibit B)

RESTRICTIVE USE EASEMENT AGREEMENT
FOR LOT 10, BLOCK 6, SCENIC HILLS,
DAKOTA COUNTY, MINNESOTA

THIS RESTRICTIVE USE EASEMENT AGREEMENT FOR LOT 10, BLOCK 6, SCENIC HILLS (Easement Agreement) is made this 27th day of August, 2018, by and between Hampton Properties IV, LLC, a Minnesota limited liability company (hereinafter referred to as "Grantor") and the City of Inver Grove Heights, a Minnesota municipal corporation (hereinafter referred to as "City").

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

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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 10, Block 6, Scenic Hills to be executed as of the day and year aforesaid by its duly authorized representatives.

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 27th day of August, 2018, 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

**GRANTOR
HAMPTON PROPERTIES IV, LLC**

By: _____
Joel Larson
Its President

STATE OF MINNESOTA)
)
COUNTY OF _____) ss.

On this _____ day of August, 2018, before me a Notary Public within and for said County, personally appeared Joel Larson, to me personally known, who being by me duly sworn, did say that he is the President of Hampton Properties IV, LLC, a Minnesota limited liability company, and that the foregoing instrument was executed on behalf of Hampton Properties IV, LLC by authority of the Boards of Governors of Hampton Properties IV, LLC.

Notary Public

THIS INSTRUMENT DRAFTED BY:

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

**AFTER RECORDING PLEASE
RETURN TO:**

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

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

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

Lot 10, Block 6, Scenic Hills, 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 restricted use easement lying over, under and across all that part of Lot 10, Block 6, Scenic Hills, according to the recorded plat thereof, Dakota County, Minnesota,

Depiction of Easement Area
(Part of Exhibit B)

RESTRICTIVE USE EASEMENT AGREEMENT
FOR OUTLOT E, SCENIC HILLS,
DAKOTA COUNTY, MINNESOTA

THIS RESTRICTIVE USE EASEMENT AGREEMENT FOR OUTLOT E, SCENIC HILLS (Easement Agreement) is made this 27th day of August, 2018, by and between Hampton Properties IV, LLC, a Minnesota limited liability company (hereinafter referred to as "Grantor") and the City of Inver Grove Heights, a Minnesota municipal corporation (hereinafter referred to as "City").

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

WHEREAS, a portion of the Property must remain free of any buildings, objects, trees, shrubs or structures (more specifically identified below) that would prevent clear visibility for vehicular traffic traveling at the intersection of the streets adjoining the Property. The City desires that nothing be placed on this portion of the Property.

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

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

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

2. **Restrictions Relating to Vegetation.** Without the prior written consent of the City, no trees, shrubs, or other vegetation (except grass) may be planted or placed upon the Restricted Easement Area.
3. **Restrictions Relating to Structures.** No buildings and no other man-made structures (including, but not limited to: fences, sheds, retaining walls, play equipment, gazebo's, rock gardens and landscape boulders) shall be placed in the Restricted Easement Area without the prior written consent of the City; provided, however, nothing contained in this Easement Agreement prohibits Grantor from placing impervious pavement for driveways within the Restricted Easement Area and nothing contained in this Easement Agreement prohibits Grantor or City from placing stormwater facilities or other public utilities in the Restricted Easement Area.
4. **Restrictions Relating to Grade.** No change in the general topography of the Restricted Easement Area landscape, (including, but not limited to, excavation, movement, or removal of soil), shall be allowed without the prior written consent of the City.
5. **Duration of Easement.** The duration of the Restrictive Use Easement is perpetual, unless terminated by any of the following means:
 - a. The Restrictive Use Easement may be terminated by recordable written instrument signed by the parties.
 - b. The Restrictive Use Easement may be terminated if the City executes a written recordable release of the Restrictive Use Easement.
 - c. The Restrictive Use Easement shall be terminated if the City acquires a street easement over the Restricted Easement Area or otherwise acquires fee title to the Restricted Easement Area.
6. **No Impairment of City Rights.** Nothing contained herein shall impair any right of the City now held or hereafter acquired to construct, repair, replace, or maintain any existing or future public utilities or streets which are, or come to be placed in, on, or under the Restricted Easement Area.
7. **City Remedies.** If the Grantor fails to perform any of its covenants or obligations under this Easement Agreement, the City may avail itself of any remedy afforded by law and any of the following non-exclusive remedies:
 - a) **Specific Performance.** The City may specifically enforce this Easement Agreement.
 - b) **Notice of Non-Compliance; Cure Period.** If the City's Director of Public Works ("DPW") determines, at his sole discretion, that the Grantor has not complied with the terms and provisions set forth in this Easement Agreement, the DPW shall provide written notice to the Grantor of such

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

- c) **Payment of Costs Incurred by City.** If the Grantor fails to comply with the terms and provisions of this Easement Agreement within thirty (30) days after delivery of the written notice, or in the case of an emergency situation as determined by the DPW, the City may perform those tasks necessary for compliance and the City shall have the right of access to the Property to perform such work. The City shall charge all costs incurred by the City to perform the tasks necessary for compliance to the Grantor. The amount of costs charged by the City to the Grantor shall be the usual and customary amounts charged by the City given the task, work, or improvement performed by the City to ensure compliance with the terms and provisions of this Easement Agreement. The Grantor shall make payment directly to the City within twenty (20) days after invoicing ("Due Date") by the City. Bills not paid by the Due Date shall incur the standard penalty and interest established by the City for utility billings within the City.
- d) **Certification of Costs Payable With Taxes.** If payment is not made by the Grantor as provided in Section 7 (c), the City may certify to Dakota County the amounts due as payable with the real estate taxes for Property owned by the Grantor in the next calendar year; such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills. The Grantor waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Property owned by the Grantor. The Grantor hereby further waive any and all procedural and substantive objections to special assessments for the maintenance costs including, but not limited to,

notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Property owned by the Grantor. The Grantor waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Grantor acknowledges that the benefit to the Property owned by the Grantor from the performance of tasks by the City to ensure compliance with the terms and provisions of this Easement Agreement equal or exceeds the amount of the charges and assessments for the costs that are being imposed hereunder upon the Property owned by the Grantor.

8. **Binding Effect.** This Restrictive Use Easement shall run with the Property and shall inure to the benefit of the Grantor and the City and shall bind the Grantor and the successors and assigns of the Grantor and shall be binding upon the City and the successor's and assigns of the City. This Restrictive Use Easement shall also be binding upon any right title or interest of the parties to the Property acquired after the date of this Restrictive Use Easement or acquired after the date of recording of this Restrictive Use Easement.
9. **No Assumption of Duty.** Nothing contained in this Easement Agreement shall be considered an affirmative duty upon the City to perform the Grantor's obligations.
10. **No Third Party Recourse.** Third parties shall have no recourse against the City under this Easement Agreement.
11. **Amendment And Waiver.** The parties hereto may by mutual written agreement amend this Easement Agreement in any respect. Any party hereto may extend the time for the performance of any of the obligations of another, waive any inaccuracies in representations by another contained in this Easement Agreement or in any document delivered pursuant hereto which inaccuracies would otherwise constitute a breach of this Easement Agreement, waive compliance by another with any of the covenants contained in this Easement Agreement and performance of any obligations by the other or waive the fulfillment of any condition that is precedent to the performance by the party so waiving of any of its obligations under this Easement Agreement. Any agreement on the part of any party for any such amendment, extension or waiver must be in writing. No waiver of any of the provisions of this Easement Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.
12. **Governing Law.** This Easement Agreement shall be governed by and construed in accord with the laws of the State of Minnesota.
13. **Counterparts.** This Easement Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

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

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

IN WITNESS WHEREOF, the parties have caused this Restrictive Use Easement Agreement for Outlot E, Scenic Hills to be executed as of the day and year aforesaid by its duly authorized representatives.

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 27th day of August, 2018, 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

**GRANTOR
HAMPTON PROPERTIES IV, LLC**

By: _____
Joel Larson
Its President

STATE OF MINNESOTA)
)
COUNTY OF _____) ss.

On this _____ day of August, 2018, before me a Notary Public within and for said County, personally appeared Joel Larson, to me personally known, who being by me duly sworn, did say that he is the President of Hampton Properties IV, LLC, a Minnesota limited liability company, and that the foregoing instrument was executed on behalf of Hampton Properties IV, LLC by authority of the Boards of Governors of Hampton Properties IV, LLC.

Notary Public

THIS INSTRUMENT DRAFTED BY:

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

**AFTER RECORDING PLEASE
RETURN TO:**

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

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

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

Outlot E, Scenic Hills, 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 restricted use easement lying over, under and across all that part of Outlot E, Scenic Hills, according to the recorded plat thereof, Dakota County, Minnesota,

Depiction of Easement Area
(Part of Exhibit B)

WARRANTY DEED

Corporation, Partnership or Limited Liability Partnership
to Corporation, Partnership or Limited Liability Partnership

DEED TAX DUE: \$ 1.65

Date: August 27, 2018

FOR VALUABLE CONSIDERATION, Hampton Properties IV, LLC, a Minnesota limited liability company, ("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 and C, Scenic Hills, 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: None.

Check box if applicable:

☒ The Seller certifies that the Seller does not know of any wells on the described real property.

Grantor

Hampton Properties IV, LLC

☐ 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.

By: _____
Joel Larson
Its: President

STATE OF MINNESOTA)

) ss.

COUNTY OF _____)

This instrument was acknowledged before me on August _____, 2018, by Joel Larson, as President of Hampton Properties IV, LLC, a Minnesota limited liability company, on behalf of the limited liability company.

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

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

CASEYS RETAIL STORES – ROBERT CURVE SECOND ADDITION

Meeting Date: August 27, 2018
Item Type: Consent Agenda
Contact: Allan Hunting 651.450.2554
Prepared by: Allan Hunting, City Planner
Reviewed by: Planning

Fiscal/FTE Impact:

☒	None
☐	Amount included in current budget
☐	Budget amendment requested
☐	FTE included in current complement
☐	Other

PURPOSE/ACTION REQUESTED

Approve a **Resolution** approving the Development Contract, Storm Water Maintenance Agreement, and related agreements for the plat of Robert Curve Second Addition.

- Requires 3/5th's vote

SUMMARY

The City Council approved the Plat and Conditional Use Permit for a convenience store with gas sales on July 23, 2018. One of the conditions of approval is that a development contract be negotiated before utility and building construction can begin. The documents were not finalized when the plans were approved in July.

The agreements layout the general obligations of the developer to construct the public improvements as part of the project.

RECOMMENDATION: Planning and Engineering Staff find the agreements as acceptable as presented.

Attachments: Resolution approving agreements
Development contract
Storm water maintenance agreement
Retaining Wall Maintenance Agreement
Four related agreements

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

A RESOLUTION APPROVING THE DEVELOPMENT CONTRACT, STORM WATER
FACILITIES MAINTENANCE AGREEMENT AND RELATED AGREEMENTS FOR THE
PLAT OF ROBERT CURVE SECOND ADDITION

CASE NO. 18-33SC
(Caseys Retail Stores)

WHEREAS, a Final Plat and Conditional Use Permit were approved on July 23, 2018 for Robert Curve Second Addition;

WHEREAS, conditions of approval require the applicant to enter into an agreement with the city relating to a development contract, storm water agreement and related agreements prior to any work commencing on site;

WHEREAS, the agreements were not completed prior to Council approving the project on July 23, 2018 and therefore must be approved by Council on separate action;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS that, the Development Contract, Storm Water Facilities Maintenance Agreement, and related agreements are hereby approved and the Deputy Clerk is hereby authorized and directed to record a certified copy of this Resolution at the Dakota County Recorder's Office.

Passed this 27th day of August, 2018.

AYES:

NAYS:

ATTEST:

George Tourville, Mayor

Michelle Tesser, City Clerk

DEVELOPMENT CONTRACT
FOR PLAT OF
ROBERT CURVE SECOND ADDITION

INDEX TO CITY OF INVER GROVE HEIGHTS
DEVELOPMENT CONTRACT

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- 1.2 City
- 1.3 Developer
- 1.4 Owner
- 1.5 Plat
- 1.6 Development Plans
- 1.7 Development Contract
- 1.8 Council
- 1.9 PWD
- 1.10 Director of PWD
- 1.11 County
- 1.12 Other Regulatory Agencies
- 1.13 Utility Companies
- 1.14 Prior Easement Holders
- 1.15 Developer Improvements
- 1.16 City Improvements
- 1.17 Developer Public Improvements
- 1.18 Developer Default
- 1.19 Force Majeure

1.20 Developer Warranties

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- B. No Default
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- E. No Litigation
- F. Full Disclosure
- G. Plat Compliance
- H. Warranty On Proper Work And Materials
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- A. Authority
- B. No Default
- C. Present Compliance With Laws
- D. Continuing Compliance With Laws
- E. No Litigation
- F. Full Disclosure
- G. Plat Compliance
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16.11 Headings

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EXHIBIT A Legal Description of Plat

EXHIBIT B List of Development Plans

EXHIBIT C Developer Improvements

EXHIBIT D City Improvements

EXHIBIT E Miscellaneous Requirements And Conditions
 Imposed By The City

EXHIBIT F Escrow Calculation

CITY OF INVER GROVE HEIGHTS
DEVELOPMENT CONTRACT
FOR PLAT OF ROBERT CURVE SECOND ADDITION

THIS DEVELOPMENT CONTRACT is made and entered into on the 27th day of August, 2018, by and between the CITY OF INVER GROVE HEIGHTS, a municipality of the State of Minnesota, (hereinafter called the CITY), and the OWNER and DEVELOPER identified herein.

RECITALS:

WHEREAS, the DEVELOPER has received approval of the PLAT and DEVELOPER has recorded the PLAT with Dakota County;

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 extension of public utilities (sewer and water), the installation of storm sewer pipes, the installation of an access road to the detention basin to be owned by the CITY and the installation of stormwater facilities; and

WHEREAS, under authority granted to it, including Minnesota Statutes Chapters 412, 429, and 462, the COUNCIL has agreed to approve the 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;

WHEREAS, the DEVELOPMENT PLANS have been prepared by a registered professional engineer and have been submitted to and approved by the DIRECTOR OF PWD and COUNCIL.

NOW, THEREFORE, subject to the terms and conditions of this DEVELOPMENT CONTRACT and in reliance upon the representations, warranties and covenants of the parties

herein contained, the CITY, OWNER and DEVELOPER agree as follows:

ARTICLE 1
DEFINITIONS

1.1 TERMS. The following terms, unless elsewhere defined specifically in the DEVELOPMENT CONTRACT, shall have the following meanings as set forth below.

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

1.3 DEVELOPER. "DEVELOPER" means Casey's Retail Company, an Iowa corporation, and its successors and assigns.

1.4 OWNER. "OWNER" means Casey's Retail Company, an Iowa corporation, and its successors and assigns.

1.5 PLAT. "PLAT" means the plat of Robert Curve Second Addition, Dakota County, Minnesota, legally described on the attached Exhibit A.

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

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

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

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

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

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

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

- a.) Minnesota Department of Transportation
- b.) Dakota County

- c.) Dakota County Highway Department
- d.) Water Management Organization
- e.) Metropolitan Council
- f.) any other regulatory or governmental agency or entity affected by, or having jurisdiction over the DEVELOPER IMPROVEMENTS
- g.) City of Eagan

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

- a.) utility companies, including electric, gas and cable
- b.) pipeline companies.

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

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

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

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

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

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

- b.) failure by the DEVELOPER to timely construct the DEVELOPER IMPROVEMENTS according to the DEVELOPMENT PLANS.
- c.) failure by the DEVELOPER to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this DEVELOPMENT CONTRACT;
- d.) breach of the DEVELOPER WARRANTIES.

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

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

- A. **AUTHORITY.** DEVELOPER has the unconditional right, power, legal capacity and authority to enter into and perform its obligations under this DEVELOPMENT CONTRACT.
- B. **NO DEFAULT.** DEVELOPER is not in default under any lease, contract or agreement to which it is a party or by which it is bound which would affect performance under this DEVELOPMENT CONTRACT. DEVELOPER is not a party to or bound by any mortgage, lien, lease, agreement, instrument, order, judgment or decree which would prohibit the execution or performance of this DEVELOPMENT CONTRACT by DEVELOPER or prohibit any of the transactions provided for in this DEVELOPMENT CONTRACT.
- C. **PRESENT COMPLIANCE WITH LAWS.** DEVELOPER has complied with and is not in violation of applicable federal, state or local statutes, laws, and regulations including, without limitation, permits and licenses, and any applicable environmental or other law, or regulation affecting the PLAT and the DEVELOPMENT PLANS and the DEVELOPER IMPROVEMENTS; and DEVELOPER is not aware of any pending or threatened claim of any such violation.
- D. **CONTINUING COMPLIANCE WITH LAWS.** DEVELOPER will comply with all applicable federal, state and local statutes, laws and regulations including, without limitation, permits and licenses and any applicable zoning, environmental or other law, ordinance or regulation affecting the PLAT and the DEVELOPMENT PLANS and the DEVELOPER IMPROVEMENTS.

- E. **NO LITIGATION.** There is no suit, action, arbitration or legal, administrative or other proceeding or governmental investigation pending, or threatened against or affecting DEVELOPER with respect to the PLAT or the DEVELOPMENT PLANS or the DEVELOPER IMPROVEMENTS. DEVELOPER is not in default with respect to any order, writ, injunction or decree of any federal, state, local or foreign court, department, agency or instrumentality.
- F. **FULL DISCLOSURE.** None of the representations and warranties made by DEVELOPER or made in any exhibit hereto or memorandum or writing furnished or to be furnished by DEVELOPER or on its behalf contains or will contain any untrue statement of material fact or omit any material fact the omission of which would be misleading.
- G. **PLAT COMPLIANCE.** To DEVELOPER'S best knowledge, the PLAT and the DEVELOPMENT PLANS comply with all COUNTY, metropolitan, state and federal laws and regulations, including but not limited to environmental regulations. Plat compliance shall include compliance with variances that have been granted by the CITY as part of the development approval process.
- H. **WARRANTY ON DEVELOPER PUBLIC IMPROVEMENTS AND EROSION CONTROL.** The DEVELOPER warrants all DEVELOPER PUBLIC IMPROVEMENTS and erosion control required to be performed by it under this DEVELOPMENT CONTRACT against defective material and faulty workmanship for a period of two (2) years after its completion and acceptance by the CITY. With respect to matters covered by the warranty, the DEVELOPER, at its own expense, shall be solely responsible for performing repair work required by the CITY within thirty (30) days of notification or if not reasonably curable within thirty (30) days, such additional reasonable period of time to effect the cure.

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

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

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

- 1.21 **OWNER WARRANTIES.** "OWNER WARRANTIES" means that the OWNER hereby warrants and represents the following:
- A. **AUTHORITY.** OWNER has the unconditional right, power, legal capacity and authority to enter into and perform its obligations under this DEVELOPMENT CONTRACT.
 - B. **NO DEFAULT.** OWNER is not in default under any lease, contract or agreement to which it is a party or by which it is bound which would affect performance under this DEVELOPMENT CONTRACT. OWNER is not a party to or bound by any mortgage, lien, lease, agreement, instrument, order, judgment or decree which would prohibit the execution or performance of this DEVELOPMENT CONTRACT by OWNER or prohibit any of the transactions provided for in this DEVELOPMENT CONTRACT.
 - C. **PRESENT COMPLIANCE WITH LAWS.** OWNER has complied with and is not in violation of applicable federal, state or local statutes, laws, and regulations including, without limitation, permits and licenses and any applicable environmental or other law, or regulation affecting the PLAT and the DEVELOPMENT PLANS and the DEVELOPER IMPROVEMENTS; and OWNER is not aware of any pending or threatened claim of any such violation.
 - D. **CONTINUING COMPLIANCE WITH LAWS.** OWNER will comply with all applicable federal, state and local statutes, laws and regulations including, without limitation, permits and licenses and any applicable zoning, environmental or other law, ordinance or regulation affecting the PLAT and the DEVELOPMENT PLANS and the DEVELOPER IMPROVEMENTS.
 - E. **NO LITIGATION.** There is no suit, action, arbitration or legal, administrative or other proceeding or governmental investigation pending, or threatened against or affecting OWNER with respect to the PLAT or the DEVELOPMENT PLANS or the DEVELOPER IMPROVEMENTS. OWNER is not in default with respect to any order, writ, injunction or decree of any federal, state, local or foreign court, department, agency or instrumentality.
 - F. **FULL DISCLOSURE.** None of the representations and warranties made by OWNER or made in any exhibit hereto or memorandum or writing furnished or to be furnished by OWNER or on its behalf contains or will contain any untrue statement of material fact or omit any material fact the omission of which would be misleading.
 - G. **PLAT COMPLIANCE.** To OWNER'S best knowledge, the PLAT and the DEVELOPMENT PLANS comply with all COUNTY, metropolitan, state and

federal laws and regulations, including but not limited to, environmental regulations.

H. FEE TITLE. Casey's Retail Company, an Iowa corporation, owns fee title to the property within the PLAT.

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

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

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

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

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

**If to OWNER/
DEVELOPER**
Casey's Retail Company
c/o Casey's General Stores
One SE Convenience Blvd.
Ankeny, IA 50021

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 has approved the recording of the PLAT and the PLAT has been recorded by the DEVELOPER with Dakota County. 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 has recorded the PLAT with the Dakota 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 Memos on file with the CITY Engineer (referenced in Exhibit B of this DEVELOPMENT CONTRACT). The DEVELOPER shall be responsible for the cost of installing any gas, electric, telephone, cable, and other private utilities.

The DEVELOPER IMPROVEMENTS shall be completed by the dates shown on Exhibit C, except as completion dates are extended by subsequent written action of the DIRECTOR OF PWD. Failure of the CITY to promptly take action to enforce this DEVELOPMENT CONTRACT after expiration of time by which the DEVELOPER IMPROVEMENTS are to be completed shall not waive or release any rights of the CITY; the CITY may take action at any time thereafter, and the terms of this contract shall be deemed to be automatically extended until such time as the DEVELOPER IMPROVEMENTS are completed in accordance with the DEVELOPMENT PLANS.

4.2 GROUND MATERIAL. The DEVELOPER shall insure that adequate and suitable ground material shall exist in the areas of DEVELOPER PUBLIC IMPROVEMENTS and shall guarantee the removal, replacement or repair of substandard or unstable material in accordance with the DEVELOPMENT PLANS. The cost of said removal, replacement or repair is the responsibility of the DEVELOPER.

4.3 GRADING/DRAINAGE PLAN AND EASEMENTS. The DEVELOPER shall construct drainage facilities adequate to serve the PLAT in accordance with the DEVELOPMENT PLANS. The OWNER and DEVELOPER agree that the PLAT and DEVELOPMENT PLANS depicted all necessary easements for the preservation of the drainage system, for drainage basins and for utility service. All such easements required by the CITY shall be on the PLAT or in writing, in recordable form, and on the standard easement form of the CITY, and on such other terms and conditions as the CITY shall determine; such easements shall be delivered to the CITY contemporaneously with execution of this DEVELOPMENT CONTRACT. The grading of the site shall be completed in conformance with the DEVELOPMENT PLANS. In the event that the

DEVELOPER fails to complete the grading of the site in conformance with the DEVELOPMENT PLANS by the date stipulated in Exhibit C, the CITY may declare the DEVELOPER in default pursuant to Article 14.

4.4 STREET SIGNS. The DEVELOPER shall be financially responsible for the installation of street identification signs and non-mechanical and non-electrical traffic control signs. Street signs will be in conformance with the names as indicated on the PLAT and pursuant to CITY standards. The actual number and location of signs to be installed shall be determined by the CITY and actual installation shall be performed by CITY authorized personnel.

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

4.6 EROSION CONTROL. The DEVELOPER shall provide and follow a plan for erosion control and pond maintenance in accord with the Best Management Practices (BMP) as delineated in the Minnesota Pollution Control Agency handbook titled Water Quality in Urban Areas. Such plan has been detailed on the DEVELOPMENT PLANS. The DEVELOPER shall install and maintain such erosion control structures as appear necessary under the DEVELOPMENT PLANS or become necessary subsequent thereto. The DEVELOPER shall be responsible for all damage caused as the result of grading and excavation within the PLAT including, but not limited to, restoration of existing control structures and clean-up of public right-of-way, until all lots are final graded and improvements are completed. As a portion of the erosion control plan, the DEVELOPER shall re-seed or sod any disturbed areas in accordance with the DEVELOPMENT PLANS. The CITY reserves the right to perform any necessary erosion control or restoration as required, if these requirements are not complied with after FORMAL NOTICE by the CITY as stated in Article 14. The DEVELOPER shall be financially responsible for payment for this extra work.

ARTICLE 5 **PARK CONTRIBUTION REQUIREMENTS**

5.1 PARK CONTRIBUTION. The DEVELOPER shall comply with the park contribution requirements as 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 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.

8.2 CONSTRUCTION. The construction, installation, materials and equipment related to DEVELOPER PUBLIC IMPROVEMENTS shall be in accord with the DEVELOPMENT PLANS. The DEVELOPER shall cause the contractors to furnish the PWD a written schedule of proposed operations, subcontractors and material suppliers, at least five (5) days prior to commencement of construction work. The DEVELOPER shall notify the CITY in writing, coordinate and hold a pre-construction conference with all affected parties at least three (3) days prior to starting construction of any DEVELOPER PUBLIC IMPROVEMENTS.

8.3 INSPECTION. The PWD or its designated representative shall periodically inspect the DEVELOPER PUBLIC IMPROVEMENTS installed by the DEVELOPER, its contractors, subcontractors or agents. The DEVELOPER shall notify the PWD two (2) working days prior to the commencement of the laying of utility lines, subgrade preparation, the laying of gravel base for street construction or any other improvement work which shall be subsequently buried or covered to allow the CITY an opportunity to inspect such improvement work. Upon receipt of said notice, the City shall have a reasonable time, not to be less than two (2) working days, to inspect the improvements. Failure to notify the CITY to allow it to inspect said work shall result in the CITY's right pursuant to Article 15 to withhold the release of any portion of the escrow amount resulting from work being performed without the opportunity for adequate CITY inspection.

8.4 FAITHFUL PERFORMANCE OF CONSTRUCTION CONTRACTS. The

DEVELOPER shall fully and faithfully comply with all terms of any and all contracts entered into by the DEVELOPER for the installation and construction of all of the DEVELOPER PUBLIC IMPROVEMENTS; and the DEVELOPER shall obtain lien waivers. Within thirty (30) days after FORMAL NOTICE, or if not reasonably curable within thirty (30) days, then within such additionally reasonable time to effect the cure, the DEVELOPER shall repair or replace, as directed by the CITY and at the DEVELOPER's sole cost and expense, any work or materials relating to DEVELOPER PUBLIC IMPROVEMENTS that within the warranty periods of Sections 1.20(H) become defective or damaged in the reasonable opinion of the CITY.

8.5 CITY ACCEPTANCE. The DEVELOPER shall give FORMAL NOTICE to the CITY within thirty (30) days once DEVELOPER PUBLIC IMPROVEMENTS have been completed in accord with this DEVELOPMENT CONTRACT and the DEVELOPMENT PLANS. The CITY shall then inspect the DEVELOPER PUBLIC IMPROVEMENTS and notify the DEVELOPER of any DEVELOPER PUBLIC IMPROVEMENTS that do not so conform. Upon compliance with this DEVELOPMENT CONTRACT and the DEVELOPMENT PLANS, the DEVELOPER PUBLIC IMPROVEMENTS shall become the property of the CITY upon FORMAL NOTICE of acceptance by the CITY. After acceptance, the DEVELOPER PUBLIC IMPROVEMENTS become the property of the CITY, and the DEVELOPER shall have no responsibility with respect to maintenance of the DEVELOPER PUBLIC IMPROVEMENTS except as provided in the following agreements:

- Street Light Agreement for Plat of Robert Curve
- Stormwater Facilities Maintenance Agreement for Robert Curve Second Addition
- Retaining Wall Maintenance Agreement for Robert Curve Second Addition

If the DEVELOPER PUBLIC IMPROVEMENTS do not conform, FORMAL NOTICE shall be given to the DEVELOPER of the need for repair or replacement or, in its discretion, the CITY may proceed under Article 14.

8.6 ENGINEERING SUBMITTALS / 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. All as built submittals require a survey to be completed for any improved and adjusted areas within the project extent. All as built survey data collection must be within an accuracy tolerance of 0.10' horizontal and 0.05' vertical, based on the project's horizontal and vertical datum. The as built survey must be completed on current Dakota County Coordinates and NAVD88 and performed by or under the direct supervision of a Registered Land Surveyor.

2. Two ties to all curb boxes and gate valves.
3. All hydrant gate valves tied back to the hydrant.
4. All ties shall be 100 feet or less.
5. Top nut elevation of all hydrants.
6. Rim and invert elevations on all manholes and catch basins.
7. Apron invert elevations on all flared end structures and storm sewer stubs.
8. Invert elevations on all sanitary and water service stubs.
9. Two ties to all sewer and water service locations.
10. Main line stationing for all sanitary sewer wyes and water main corporations.
11. As built grading plan containing spot elevations taken throughout the development to verify the development is graded in accordance with the approved grading plan with extra shots to verify swale elevations and locations. In pond areas, enough shots must be taken on the pond bottom, 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 (signature with current date and MN state licensure number) 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 13).
12. Copy of final plat shall be submitted in an electronic format and must be on the Dakota County coordinates system. Compatible formats are emailed AUTOCAD .DWG or .DXF. Final plat drawings shall also be scanned, stored and emailed as images in .TIFF or .PDF.
13. Final as built information shall be submitted in an electronic format and 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.
14. Records identifying which parcels have in home pressure reducing valves to meet MDH requirements when the static water pressure exceeds 80psi.

15. Survey Coordinates on all stormwater facilities and related appurtenances such as valves.
16. Final as built information shall be submitted in an Esri compliant Geodatabase format compatible with the City's Geographic Information System (GIS). An Esri compliant Geodatabase template will be made available by the CITY which will specify all features and critical attributes required. All features submitted must adhere to as built survey requirements (see item 1). All features and critical attributes must be complete and consistent with submitted as built plans. The as built submittal must follow the geodatabase template provided by the CITY for acceptance.

ARTICLE 9

RESPONSIBILITY FOR COSTS

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

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

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

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

ARTICLE 10

DEVELOPER WARRANTIES

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

ARTICLE 11
OWNER WARRANTIES

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

ARTICLE 12
CITY WARRANTIES

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

ARTICLE 13
INDEMNIFICATION OF CITY

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

- a.) breach by the DEVELOPER of the DEVELOPER WARRANTIES;
- b.) if commenced, failure of the DEVELOPER to timely construct the DEVELOPER PUBLIC IMPROVEMENTS according to the DEVELOPMENT PLANS;
- c.) failure by the DEVELOPER to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this DEVELOPMENT CONTRACT;
- d.) failure by the DEVELOPER to pay contractors, subcontractors, laborers, or materialmen;
- e.) failure by the DEVELOPER to pay for materials;
- f.) approval by the CITY of the PLAT;
- g.) approval by the CITY of the DEVELOPMENT PLANS;
- h.) failure to obtain the necessary permits and authorizations to

construct the DEVELOPER IMPROVEMENTS;

- i.) if commenced, construction of the DEVELOPER IMPROVEMENTS;
- j.) delays in construction of the DEVELOPER PUBLIC IMPROVEMENTS;
- k.) all costs and liabilities arising because building permits were issued prior to the completion and acceptance of the DEVELOPER IMPROVEMENTS.

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

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

ARTICLE 14

CITY REMEDIES UPON DEVELOPER DEFAULT

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

- a.) the CITY may specifically enforce this DEVELOPMENT CONTRACT;
- b.) the CITY may suspend any work, improvement or obligation to be performed by the CITY to the extent reasonably related to the DEVELOPER DEFAULT;
- c.) the CITY may collect on the irrevocable letter of credit or cash deposit pursuant to Article 15 hereof to the extent reasonably necessary to cure the DEVELOPER DEFAULT;
- d.) the CITY may suspend or deny building and occupancy permits for buildings within the PLAT to the extent reasonably related to the DEVELOPER DEFAULT;
- e.) the CITY may, at its sole option, perform the work or improvements to be performed by the DEVELOPER, in which case the DEVELOPER shall within thirty (30) days after written billing by the CITY reimburse the CITY for any reasonable costs and expenses incurred by the CITY. In the alternative, the CITY may in whole or in part, specially assess any of the costs and expenses incurred by the CITY; and the DEVELOPER and OWNER hereby waive any and all procedural and substantive objections to the installation and construction of the work and improvements and the special assessment resulting therefrom; including, but not limited to, notice and hearing requirement and any claim that the special assessments exceed benefit to the PLAT. The DEVELOPER and OWNER hereby waive any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

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

14.3 NO REMEDY EXCLUSIVE. No remedy herein conferred upon or reserved to the CITY shall be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under the DEVELOPMENT CONTRACT or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the CITY

to exercise any remedy reserved to it, it shall not be necessary to give notice, other than the FORMAL NOTICE.

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

ARTICLE 15 **ESCROW DEPOSIT**

15.1 ESCROW REQUIREMENT. Prior to the CITY allowing the PLAT to be recorded and prior to the DEVELOPER beginning construction of the DEVELOPER IMPROVEMENTS and prior to obtaining any building permits, the DEVELOPER shall deposit with the City an irrevocable letter of credit or cash deposit 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 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 11.1 relating to a DEVELOPER DEFAULT, for any of the following reasons:

- a.) a DEVELOPER DEFAULT; or
- b.) upon the CITY receiving notice that the irrevocable letter of credit will be allowed to lapse without renewal or replacement before December 31, 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 15.2, the remaining proceeds shall be distributed to the DEVELOPER.

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

15.2 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 1.20(H) hereof; in the alternative, the DEVELOPER may post a bond satisfactory to the CITY with respect to the final ten percent (10%).

If it is determined by the CITY that the DEVELOPMENT PLANS were not strictly adhered to, or that work was done without CITY inspection, the CITY may require, as a condition of acceptance, that the DEVELOPER post 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. The additional irrevocable letter of credit, or cash deposit, shall remain in force for such time as the CITY deems necessary, not to exceed five (5) years. In the event that work, which is concealed, was done without permitting CITY inspection, then the CITY may, in the alternative, require the concealed condition to be exposed for inspection purposes.

ARTICLE 16 **MISCELLANEOUS**

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

16.2 ADDITIONAL IMPROVEMENTS. If the DEVELOPER requests the CITY to

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

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

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

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

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

16.7 CONTRACT ASSIGNMENT. The DEVELOPER may not assign this DEVELOPMENT CONTRACT without the written permission of the COUNCIL. The DEVELOPER's obligations hereunder shall continue in full force and effect, even if the DEVELOPER sells one or more lots, the entire PLAT, or any part of it.

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

any party for any such amendment, extension or waiver must be in writing. No waiver of any of the provisions of this DEVELOPMENT CONTRACT shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

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

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

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

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

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

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 27th day of August, 2018, 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

By: _____
Richardt T. Schappert
Its Vice President

STATE OF _____)
)
COUNTY OF _____) SS.

Notary Public

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 ROBERT CURVE DEVELOPMENT SECOND ADDITION

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

Lot 1, Block 1, Robert Curve Second Addition, Dakota County, Minnesota
Outlot A, Robert Curve Second Addition, Dakota County, Minnesota
Outlot B, Robert Curve Second Addition, Dakota County, Minnesota

according to the recorded plat thereof on file and of record with the office of the Dakota County Recorder, Dakota County, Minnesota.

EXHIBIT B
LIST OF DEVELOPMENT PLANS

PLAN	DATE OF PLAN PREPARATION	PREPARED BY
Site Layout	6-18-18	Design Tree
Grading Plan (C3.0)	5-23-18	Design Tree
Utility Plan (C4.0)	5-23-18	Design Tree
Landscape Plan (L 100)	6-29-18	Colberg Tews Landscape Architecture
Screening (A-201)	6-23-17	Colberg Tews Landscape Architecture
Exterior Elevations (A-202)	6-23-17	Colberg Tews Landscape Architecture
Lighting Plan RL-5350-S1		Red Leonard Associates

The above-listed Development Plans were approved by the City Engineer on August ____, 2018.

The Development Plans also include compliance by the Developer with those conditions set forth in the following correspondences relating to the plat of Robert Curve (the "City Engineer Memos"):

1. Memo from City Engineer Tom Kaldunski to City Planner Allan Hunting dated April 23, 2018;
2. Memo from City Engineer Tom Kaldunski to City Planner Allan Hunting dated July 6, 2018;
3. Memo to City Engineer from Barr Engineering dated July 11, 2018.

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 11/30/19, whichever occurs first	general site grading, drainage and erosion control
X	prior to obtaining a certificate of occupancy or 11/30/19, whichever occurs first	sanitary sewer and water service lines
X PUBLIC	prior to obtaining a certificate of occupancy or 11/30/19, whichever occurs first	gravel/grass access road to wet detention basin on Outlot A, Robert Curve Second Addition
X	prior to obtaining a certificate of occupancy or 11/30/19, whichever occurs first	private storm sewer
X PUBLIC	prior to obtaining a certificate of occupancy or 11/30/19, whichever occurs first	retaining walls
X PUBLIC	prior to obtaining a certificate of occupancy or 11/30/19, whichever occurs first	storm water facilities (wet detention basin, storm sewer pipes, inlets, control structures, hydrodynamic separator, manholes, riprap, catch basins and planting palette) to functional level as approved by City Engineer

X PUBLIC	11/30/19	final completion of storm water facilities (wet detention basin, storm sewer pipes, inlets, control structures, hydrodynamic separator, manholes, riprap, catch basins and planting palette) as approved by City Engineer
X	11/30/19	parking lot
X	11/30/19	construction of two entrances to site
X	11/30/19	pylon sign

The CITY's Director of Public Works may extend the dates contained in this Exhibit C.

EXHIBIT D

CITY IMPROVEMENTS

The City is not required to make any CITY IMPROVEMENTS.

EXHIBIT E

**MISCELLANEOUS REQUIREMENTS AND CONDITIONS
IMPOSED BY THE CITY**

- 1.) **CONDITIONS TO BE SATISFIED BEFORE CONSTRUCTION ACTIVITY BEGINS.** Before construction activity begins, all of the following conditions must be satisfied:
 - a.) DEVELOPER and Owner must execute this DEVELOPMENT CONTRACT.
 - b.) DEVELOPER must provide the irrevocable letter of credit or cash deposit for the respective amounts stated in Article 15 and on Exhibit F of this DEVELOPMENT CONTRACT.
 - c.) Developer must fully pay the CITY for all planning, engineering review and legal fees that have been incurred up to the date of this DEVELOPMENT CONTRACT; and DEVELOPER must further escrow with the CITY an amount determined by the CITY for future planning and engineering review fees and for legal fees, except for such fees as may already otherwise be taken into account in the calculations or engineering inspection escrow made a part of Exhibit F.
 - d.) DEVELOPER and OWNER must provide title evidence in the form of a title insurance policy that shows that the OWNER owns the property within the PLAT.
 - e.) DEVELOPER AND OWNER must execute or cause to be executed and deliver the documents referenced in paragraph 13 of this Exhibit E. The form of the document shall be subject to the approval of the City Attorney.
 - f.) DEVELOPER must provide to the CITY the cash deposit for engineering inspection fees stated on Exhibit F of this Development Contract.
 - g.) Park dedication fees shall be paid pursuant to paragraph 5 of Exhibit E.
 - h.) DEVELOPER must comply with all provisions of paragraph 4 of this Exhibit E. All required plans must be submitted to the Eagan City Engineer and approved by the Eagan City Engineer.
- 2.) **DEVELOPER IMPROVEMENTS TO BE COMPLETED BY NOVEMBER 30, 2019 OR PRIOR TO ISSUANCE OF CERTIFICATE OF OCCUPANCY.** Prior to November 30, 2019, or prior to the issuance of a certificate of occupancy, whichever occurs first, the following Developer Improvements shall be completed:
 - a.) general site grading, drainage and erosion control.
 - b.) sanitary sewer and water service lines installed.

- c.) gravel/grass access road to wet detention basin on Outlot A, Robert Curve Second Addition installed.
 - d.) private storm sewer installed.
 - e.) retaining walls installed.
 - f.) storm water facilities (wet detention basin, storm sewer pipes, inlets, control structures, hydrodynamic separator, manholes, riprap, catch basins and planting palette) installed to a functional level as approved by the City Engineer.
- 3.) **DEVELOPER IMPROVEMENTS TO BE COMPLETED BY NOVEMBER 30, 2019.** Prior to November 30, 2019, the following Developer Improvements shall be completed:
- a.) final completion of installation of storm water facilities (wet detention basin, storm sewer pipes, inlets, control structures, hydrodynamic separator, manholes, riprap, catch basins and planting palette) as approved by the City Engineer.
 - b.) parking lot installed.
 - c.) construction of two entrances to site.
 - d.) pylon sign installed.
 - e.) As-built plans per City standard must be submitted to the City Engineer after project completion and prior to release of the Engineering Escrow referenced in Exhibit F.
- 4.) **JOINT POWERS AGREEMENT BETWEEN CITY OF INVER GROVE HEIGHTS AND CITY OF EAGAN.** The trunk water and sanitary sewer facilities that will serve the PLAT were extended from the City of Eagan and the core facilities for water and sanitary sewer are in the City of Eagan. To enable the PLAT to be served with water and sanitary sewer from Eagan, the cities of Inver Grove Heights and Eagan are relying on the terms of a 1997 Joint Powers Agreement between the two cities, hereafter referred to as the JPA.

The DEVELOPER and OWNER acknowledge and agree that the JPA benefits the PLAT and that the PLAT, DEVELOPER PLANS and DEVELOPER PUBLIC IMPROVEMENTS are subject to the JPA. DEVELOPER and OWNER hereby assume and agree to pay all the financial obligations of the City of Inver Grove Heights under the JPA relating to storm water fees, park fees, or park development or park conveyance, trunk area charges, approval of the DEVELOPER PLANS, construction of DEVELOPER PUBLIC IMPROVEMENTS and connection fees. Without limiting the foregoing, DEVELOPER and OWNER agree as follows:

- a.) Prior to commencing any DEVELOPER PUBLIC IMPROVEMENTS, the

DEVELOPER and OWNER shall obtain the written approval of Eagan for DEVELOPER PUBLIC IMPROVEMENTS pursuant to Article 13 of the JPA.

- b.) The DEVELOPMENT PLANS shall comply with Section 3.1 of the JPA; the construction of DEVELOPER PUBLIC IMPROVEMENTS shall comply with Section 3.2 of the JPA; and the DEVELOPER and OWNER shall obtain all necessary easements for construction and for the permanent DEVELOPER PUBLIC IMPROVEMENTS. The DEVELOPER and OWNER are responsible for the costs of constructing the DEVELOPER PUBLIC IMPROVEMENTS and do hereby assume and relieve the City of Inver Grove Heights from all costs identified in Sections 3.3 and 3.4 of the JPA.
- c.) Any costs and expenses incurred by the City of Inver Grove Heights under Section 3.7 of the JPA shall instead be paid by DEVELOPER and OWNER to Eagan.
- d.) Prior to commencing any DEVELOPER PUBLIC IMPROVEMENTS, the DEVELOPER and OWNER, instead of the City of Inver Grove Heights, shall pay to the City of Eagan the PLAT trunk area charges identified in Section 5.1 of the JPA.
- e.) At the time of obtaining building permits, the OWNER, DEVELOPER and their assigns, instead of the City of Inver Grove Heights, shall pay to Eagan the connection fees identified in Sections 6.1 and 6.2 of the JPA.
- f.) The OWNER and its successors and assigns agree to comply with any restriction, conservation or other regulation of water usage as adopted from time-to-time by the City of Eagan, of which the City of Eagan informs the City of Inver Grove Heights.

The City of Inver Grove Heights reserves the right to charge water and sanitary sewer user rates based either on the Eagan or Inver Grove Heights rates, whichever is higher.

- g.) All storm water fees or charges imposed by the City of Eagan, including those under Sections 7.2, 13.2 and 14.3 of the JPA, shall be paid by the OWNER and DEVELOPER and their assigns as they become due.
- 5.) **PARK CONTRIBUTION FEE.** DEVELOPER must pay the City of Inver Grove Heights the park contribution fee based on the Inver Grove Heights rate of \$7,000 per acre. The Inver Grove Heights park contribution fee is \$10,150 (1.45 acres x 7,000 per acre = \$10,150). The park dedication fee of \$10,150 must be paid by DEVELOPER to Inver Grove Heights before the CITY signs the PLAT. DEVELOPER shall meet the park dedication requirements of the City of Eagan, if any; the Eagan requirements are in addition to the City of Inver Grove Heights requirements.

- 6.) **MODIFICATION OF RESTRICTED ACCESS ALONG DIFFLEY COURT.** CITY will execute an Access Rights Quit Claim Deed granting access to the DEVELOPER and OWNER for two access openings to and from Diffley Court from and to Lot 1, Block 1, Robert Curve Second Addition. CITY will retain the remainder of the restricted access along Diffley Court adjoining Lot 1, Block 1, Robert Curve Second Addition granted to the CITY by way of the Warranty Deed recorded as Dakota County Document No. 3230935.
- 7.) **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.
- 8.) **STREET LIGHT AGREEMENT.** A Street Light Agreement was entered into between Robert Curve Development, LLC and the City of Inver Grove Heights dated June 25, 2018 and recorded as Dakota County Document No. 3262816. The Street Light Agreement was recorded against the property in the PLAT. DEVELOPER and OWNER hereby acknowledge and understand that the property within the PLAT is subject to the recorded Street Light Agreement and that DEVELOPER and OWNER are subject to the terms, conditions, obligations and responsibilities as contained and identified in the recorded Street Light Agreement.
- 9.) **RETAINING WALL REQUIREMENTS.** Prior to the City issuing a building permit for the PLAT all retaining wall permits (if required) must be issued by the City. If applicable, prior to the City granting a certificate of occupancy for the PLAT, 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.
- 10.) **VACATION OF EASEMENTS ON OUTLOT B, ROBERT CURVE.** The City is vacating the drainage and utility easements on Outlot B, Robert Curve, dedicated to the City in the plat of Robert Curve. The City will prepare a Notice of Completion of Vacation that will be recorded together with the Plat of Robert Curve Second Addition. DEVELOPER and OWNER is dedicating new drainage and utility easement in the plat of Robert Curve Second Addition that replace the vacated drainage and utility easements.
- 11.) **LOT EROSION CONTROL REQUIREMENTS.** Any construction within the PLAT

shall comply with the following (Erosion Control Forms):

- a. Silt Fence dated April 2011 and identified as Plate No. EC-02;
- b. Rock Construction Entrance dated April 2011 and identified as Plate No. EC-03;
- c. Storm Sewer Inlet Protection dated April 2011 and identified as Plate No. EC-04;
- d. 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 contractor. The contractor must execute the Notice of Erosion Control Requirement for Construction (on file with the CITY) when a building permit is obtained.

- 12.) **PERMITS.** DEVELOPER and OWNER is responsible to obtain all necessary permits for construction of the IMPROVEMENTS within the PLAT including, but not limited to, the following:

- Mn/DOT – drainage permit; permit to work on Mn/DOT ROW; and sign restrictions
- MPCA –sewer extension permit
- MPCA – NPDES General Stormwater permit
- MCES – sewer extension permit
- MN Department of Health – permit for the watermain extension
- CITY Building Department permits for the building, sewer and water services and possibly retaining walls

- 13.) **OTHER AGREEMENTS.** The DEVELOPER and OWNER must comply with the following requirements and execute or cause to be executed the agreements set forth below:

- a. DEVELOPER and OWNER 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. DEVELOPER and OWNER must execute a Storm Water Facilities Maintenance Agreement for Lot 1, Block 1, Robert Curve Second Addition.

The above-listed agreement must be executed at the time the PLAT is recorded and must be recorded with the PLAT.

- c. DEVELOPER and OWNER must execute a Restrictive Use Easement Agreement relating to the access road within 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 and OWNER must execute a Retaining Wall 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.

- e. CITY will execute an Access Rights Quit Claim Deed granting access to the DEVELOPER and OWNER for two access openings to and from Diffley Court from and to Lot 1, Block 1, Robert Curve Second Addition. CITY will retain the remainder of the restricted access along Diffley Court adjoining Lot 1, Block 1, Robert Curve Second Addition granted to the CITY by way of the Warranty Deed recorded as Dakota County Document No. 3230935.

The CITY shall provide the above-listed Access Rights Quit Claim Deed which shall be recorded with the PLAT.

- f. The CITY will vacate the dedicated drainage and utility easements within Outlot B, Robert Curve because DEVELOPER and OWNER is rededicating new drainage and utility easements in the plat of Robert Curve Second Addition.

The CITY shall provide a Notice of Completion of Vacation which shall be recorded prior to the PLAT.

- g. DEVELOPER and OWNER shall convey Outlot A, Robert Curve Second Addition to the CITY by way of a Warranty Deed from DEVELOPER and OWNER to the CITY.

The Warranty Deed shall 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 (g), inclusive, must be recorded prior to any mortgage relating to the PLAT.

EXHIBIT F
ESCROW CALCULATION

1.) Grading, drainage and erosion control	\$
2.) Sanitary sewer and water service lines	\$
3.) Gravel/grass access road to wet detention basin on Outlot A, Robert Curve Second Addition	\$
4.) Private storm sewer	\$
5.) Retaining walls	\$
6.) Storm water facilities (wet detention basin, storm sewer pipes, inlets, control structures, hydrodynamic separator, manholes, riprap, catch basins and planting palette)	\$
7.) Parking lot	
8.) Construction of two entrances to site	
9.) Pylon sign	
10.) Construction debris clean-up	\$
11.) Certified as-builts	\$
SUBTOTAL:	\$
MULTIPLIED BY:	x 1.25
TOTAL ESCROW AMOUNT:	\$

EXHIBIT F
ESCROW CALCULATION
(Continued)

In addition to the Escrow Amount for Developer Improvements set forth above, the DEVELOPER shall also deposit \$10,000 in cash with the CITY (hereafter "Engineering Escrow Amount") contemporaneously with execution of this DEVELOPMENT CONTRACT.

This Engineering Escrow Amount shall be used to pay the CITY for engineering inspection, 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; the CITY shall keep records of the tasks performed and the hours spent in performing the tasks and the personnel that performed the tasks.

Subject to the following paragraph, upon satisfactory completion of the DEVELOPER IMPROVEMENTS, the CITY shall return to the DEVELOPER any remaining portion of the Engineering Escrow Amount not otherwise charged the DEVELOPER for engineering inspection performed by the CITY.

Twenty-five percent (25%) of this Engineering Escrow Amount shall be retained by the CITY (hereafter referred to as Escrow Retainage) and this Escrow Retainage shall be available to the CITY to pay for the cost of any corrections for deficiencies or problems related to DEVELOPER IMPROVEMENTS listed on Exhibit C or Exhibit F or related to vegetation establishment, grading, drainage and erosion control and to pay to protect against further deficiencies or problems.

The CITY shall return to the DEVELOPER any remaining Escrow Retainage of the original \$20,000 when the following events have occurred:

- a.) All of the vegetative cover 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 the DEVELOPER IMPROVEMENTS listed on Exhibit C or Exhibit F or related to vegetation establishment, grading, drainage and erosion control exceed the initially deposited \$10,000 Engineering Escrow Amount, the DEVELOPER is responsible for payment of such excess within thirty (30) days after billing by the CITY.

EXHIBIT F
ESCROW CALCULATION
(Continued)

Vegetation Escrow Amount

In addition to the \$10,000 Engineering Escrow Amount stated above, Developer shall also deposit \$7,500 in cash with the City (hereafter "Vegetation Escrow Amount") to ensure the vegetation installed within and around the stormwater facilities is maintained and established for a 3-year period from the date of satisfactory installation. The Vegetation Escrow Amount shall be available to the City to pay for deficiencies and problems related to the vegetation installed within and around the infiltration basin on the Subject Property in the event such problems and deficiencies arise after the City has approved the Developer Improvements.

After the 3-year period has expired and upon approval by the City Engineer, the City shall return to the Developer any of the remaining Vegetation Escrow Amount.

To the extent the amount needed to correct the deficiencies and problems relating to the vegetation within and around the stormwater facilities exceeds the initially deposited \$7,500 Vegetation Escrow Amount, the Developer is responsible for payment of such excess within thirty (30) days after billing by the City.

STORM WATER FACILITIES MAINTENANCE AGREEMENT
FOR STORM WATER FACILITIES LOCATED ON
LOT 1, BLOCK 1, ROBERT CURVE SECOND ADDITION
DAKOTA COUNTY, MINNESOTA

THIS STORM WATER FACILITIES MAINTENANCE AGREEMENT (Agreement) is made, entered into and effective this 27th day of August, 2018, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as "City") and Casey's Retail Company, an Iowa 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 Casey's Retail Company, an Iowa corporation, and its successors and assigns.

1.4 Responsible Owner. "Responsible Owner" means, jointly and severally, all of the following:

The fee title owner of Lot 1, Block 1, Robert Curve Second Addition, and the successors and assigns of such fee title owner.

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

Any existing or wet detention basin, storm sewer pipes, inlets, control structures, hydrodynamic separators, manholes, riprap, catch basins, planting palette and related stormwater appurtenances lying within the Subject Property.

1.6 Storm Water Facility Plan. “Storm Water Facility Plan” means that certain Grading Plan (C3.0) dated 5-23-18 prepared by Design Tree and the Utility Plan (C4.0) dated 5-23-18 prepared by Design Tree and approved by the City Engineer on August __, 2018. The Storm Water Facility Plan is on file with the City.

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

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

ARTICLE 2 **RECITALS**

Recital No. 1. Landowner owns Lot 1, Block 1, Robert Curve Second Addition, Dakota County, Minnesota.

Recital No. 2. Landowner has requested that the City approve development plans in connection with the development of Lot 1, Block 1, Robert Curve Second Addition.

Recital No. 3. The Storm Water Facilities are located on Lot 1, Block 1, Robert Curve Second Addition.

Recital No. 4. The City is willing to approve the development plans in connection with the Subject Property if, among other things, Landowner executes this Storm Water Facilities Maintenance Agreement.

Recital No. 5. 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 Subject Property to access the Stormwater Facilities, when needed.

ARTICLE 3

RESPONSIBILITY FOR MAINTENANCE

3.1 Construction of Storm Water Facilities. Prior to November 30, 2019 or prior to issuance of a certificate of occupancy for the Subject Property, whichever occurs first, Landowner shall construct and install the Storm Water Facilities on the Subject Property in accordance with the Storm Water Facility Plan at its sole expense 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 Subject 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 Subject Property.

The Landowner and Responsible Owner is not obligated to maintain the regional basin located on Outlot A, Robert Curve Second Addition. The City will own Outlot A, Robert Curve Second Addition and the City will maintain the regional basin located on Outlot A, Robert Curve Second Addition.

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 2011 Watershed Management Plan for the Lower Mississippi Watershed Management Organization (LMRWMO) dated August 2011;
- e. 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 will operate and maintain Long Term Best Management Practices for the Storm Water Facilities being constructed on the Subject 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. The costs billed by the City to the Responsible Owner shall be allocated according to the Allocation as defined herein.

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 such longer time as DPW may allow under the terms of Section 3.4, 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 costs billed to the Responsible Owner by the City shall be allocated according to the Allocation as defined herein.

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, the City may certify to Dakota County the amounts due as payable with the real estate taxes in the next calendar year for the properties identified within the Allocation in the amounts determined by the Allocation; 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 properties identified within the Allocation.

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 properties identified within the Allocation for the costs and expenses incurred by the City.

If the City has to specially assess the unpaid costs, the amount to be assessed shall be allocated according to the Allocation as defined herein.

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 properties identified within the Allocation. 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 properties identified within the Allocation. 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 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 Lot 1, Block 1, Robert Curve Second Addition and the 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. Responsible Owner hereby grants to the City a right and license to access and enter properties identified within the Allocation defined herein 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 **CITY'S COVENANTS**

4.1 Approval of Development Plans. The City agrees that if Responsible Owner executes this Storm Water Facilities Maintenance Agreement and if the conditions required by the City are met, the City will approve the development plans for the Subject Property.

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 Subject 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 Subject Property 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. Responsible Owner consents to the recording of this Agreement.

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

If to City:

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

If to Landowner:

Casey's Retail Company
c/o Casey's General Stores
One SE Convenience Blvd.
Ankeny, IA 50021

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)
) ss.
COUNTY OF DAKOTA)

On this 27th day of August, 2018, 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

EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT PROPERTY

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

Lot 1, Block 1, Robert Curve Second 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 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 December 31. An annual inspection report shall be submitted to the City Engineering Division by January 1st 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

RETAINING WALL MAINTENANCE AGREEMENT
FOR LOT 1, BLOCK 1, ROBERT CURVE SECOND ADDITION
INVER GROVE HEIGHTS, MINNESOTA

THIS RETAINING WALL MAINTENANCE AGREEMENT (hereafter referred to as "Agreement") is made, entered into and effective this 27th day of August, 2018, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as "City") and Casey's Retail Company, an Iowa corporation (hereafter referred to as Lot Owner and Responsible Owner). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

ARTICLE 1
DEFINITIONS

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

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

1.3 Lot Owner. "Lot Owner" means Casey's Retail Company, an Iowa corporation, and its successors and assigns.

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

The retaining wall structure, retaining wall foundation, retaining wall anchors, retaining wall fencing, and retaining wall drainage collection appurtenances, retaining wall drainage piping, and retaining wall drainage discharge appurtenances lying within the Lot.

1.5 Retaining Wall Construction Plan. "Retaining Wall Construction Plan" means Grading Plan (C3.0) dated 5-23-18 prepared by Design Tree and the Utility Plan (C4.0) dated 5-23-18 prepared by Design Tree and approved by the City Engineer on August ___, 2018. The Retaining Wall Construction Plan is on file with the City.

The Retaining Wall Construction Plan may be further defined by the plans and permit on file with the City's Building Department for retaining walls needing structural review (generally retaining walls greater than 4 feet in height).

1.6 Lot. "Lot" means that certain real property located in the City of Inver Grove Heights, Dakota County, Minnesota legally described on the attached **Exhibit A**.

1.7 Responsible Owner. "Responsible Owner" means the fee title owner(s) of the Lot during the period of time that it or they own fee title to the Lot.

1.8 Maintenance Standards. "Maintenance Standards" means the Standards of Maintenance as defined in Article 3, Section 3.3 of this Agreement.

1.9 DPW. "DPW" means the City's Director of Public Works.

ARTICLE 2 **RECITALS**

Recital No. 1. Lot Owner owns the Lot.

Recital No. 2. Lot Owner will construct the Retaining Wall Facilities on the Lot pursuant to the Retaining Wall Construction Plan.

Recital No. 3. The City is willing to allow the Responsible Owner to begin the improvements on the Lot if Lot Owner executes this Retaining Wall Maintenance Agreement.

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

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

Recital No. 5. Lot Owner is currently the only Responsible Owner.

ARTICLE 3 **RESPONSIBILITY FOR MAINTENANCE**

3.1 Construction of Retaining Wall Facilities. Lot Owner agrees that by November 30, 2019, the Retaining Wall Facilities shall be constructed and installed in accordance with the Retaining Wall Construction Plan at the sole expense of Lot Owner.

3.2 Maintenance of Retaining Wall Facilities. The Responsible Owner is obligated at its expense to perpetually maintain the Retaining Wall Facilities in accordance with the Standard of Maintenance set forth in Section 3.3 hereof. The Responsible Owner shall not modify, alter, remove, or eliminate the Retaining Wall Facilities for as long as the Retaining Wall Facilities exists. The Responsible Owner shall also insure that the Retaining Wall Facilities always remain safe, structural sound and otherwise in compliance with the professional engineering retaining wall designs as reflected in the Retaining Wall Construction Plan and in industry standards (as amended from time to time). 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 Retaining Wall Facilities on the Lot exists even though the event or omission which caused the need for maintenance of the Retaining Wall Facilities may arise on property outside of the Lot.

3.3 Standard of Maintenance. The Standard of Maintenance for the Retaining Wall Facilities shall comply with the minimum standards of the Minnesota State Building Code and any applicable provisions of the Inver Grove Heights City Code (as amended from time to time, by amendment of general applicability). In addition, the Standard of Maintenance shall keep the Retaining Wall Facilities in reasonable conformance with the original professional engineering retaining wall designs reflected in the Retaining Wall Construction Plan and in industry standards (as amended from time to time), and the Standard of Maintenance shall include the same standards that the City's Director of Public Works utilizes for similar retaining wall systems that the City maintains, as those standards are from time to time amended. The Retaining Wall Construction Plan is on file with the City.

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

3.5 Payment of Costs Incurred by City. If the Responsible Owner fails to comply with Section 3.1 within thirty (30) days after delivery of the written notice, or such longer time as DPW may allow under the terms of Section 3.4, or in the case of an emergency situation as determined by the DPW, the City may perform those tasks necessary for compliance with Section 3.1 and the City shall have the right of access to the areas where the Retaining Wall Facilities are to be located to perform such construction work. The City shall charge all costs

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

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

3.6 Certification of Costs Payable With Taxes; Special Assessments. If payment is not made under Section 3.5 by the Responsible Owner with respect to the Lot, the City may certify to Dakota County the amounts due as payable with the real estate taxes for the Lot in the next calendar year; such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills. The Responsible Owner waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Lot.

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

3.7 Notice of Non-Compliance with Section 3.2; Cure Period. If the City's Director of Public Works ("DPW") determines, at his reasonable discretion, that the Responsible Owner has not complied with the Standard of Maintenance, the DPW shall provide written notice to the Responsible Owner of such failure to comply with the Standard of Maintenance. This notice shall specify that the Responsible Owner will have thirty (30) days to comply with the Standard of Maintenance, unless thirty (30) days is not practicable for the Responsible Owner to cure the default, in which case the Responsible Owner shall be given a reasonable time, as determined by the DPW, to cure the default provided the Responsible Owner has commenced a suitable cure within the initial thirty (30) days. Notwithstanding the requirement contained in this Section relating to written notice and opportunity of the Responsible Owner to comply with the Standard of Maintenance, in the event of an emergency as determined by the 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 3.8 and 3.9 with respect to the billing, collection and/or tax certification of such costs.

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

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

3.9 Certification of Costs Payable With Taxes; Special Assessments. If payment is not made under Section 3.8 by the Responsible Owner with respect to the Lot, the City may certify to Dakota County the amounts due as payable with the real estate taxes for the Lot in the next calendar year; such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills. The Responsible Owner waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Lot.

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

3.10 Obligation For Maintenance Notwithstanding Public Easement. The Responsible Owner agrees that its obligations relating to maintenance of the Retaining Wall Facilities exist notwithstanding the fact that the Retaining Wall 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 Retaining Wall Facilities for the duration of the performance of the maintenance. The Responsible Owner hereby grants to the City a temporary right and license to access and enter the Lot for the purpose of performing maintenance of the Retaining Wall Facilities for the duration of the performance of the maintenance.

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

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

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

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

ARTICLE 4 **CITY'S COVENANTS**

4.1 Compliance with City Conditions. The City agrees that if Responsible Owner executes this Retaining Wall Maintenance Agreement and complies with the other conditions imposed by the Engineering Department relating to the improvements being made on the Lot, then the City will allow the Responsible Owner to begin construction of the improvements on the Lot.

ARTICLE 5 **MISCELLANEOUS**

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

Upon request by a Responsible Owner, the City will prepare for the Responsible Owner, at standard City charges, a special assessment search indicating the extent to which, if any, there is a levied or pending special assessment under Section 3.6 and/or Section 3.9 hereof.

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

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

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

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

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

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

If to Lot Owner: Casey's Retail Company
c/o Casey's General Stores
One SE Convenience Blvd.
Ankeny, IA 50021

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

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Michelle Tesser, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 27th day of August, 2018, 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

LOT OWNER:
CASEY'S RETAIL COMPANY

By: Richardt T. Schappert
Its Vice President

By: Julia L. Jackowski
Its Corporate Secretary

STATE OF _____)
)
COUNTY OF _____) SS.

On this ____ day of August, 2018, before me a Notary Public within and for said County, personally appeared Richardt T. Schappert and Julia L. Jackowski, to me personally known, who being by me duly sworn, did each say that they are respectively the Vice President and Corporate Secretary of Casey's Retail Company, an Iowa corporation and that the foregoing instrument was executed on behalf of Casey's Retail Company by authority of the Boards of Directors 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 LOT

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

Lot 1, Block 1, Robert Curve Second 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.

WARRANTY DEED

Corporation, Partnership or Limited Liability Partnership
to Corporation, Partnership or Limited Liability Partnership

DEED TAX DUE: \$ 1.65

Date: August 27, 2018

FOR VALUABLE CONSIDERATION, Robert Curve Development, LLC, a Minnesota limited liability company, ("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:

Outlot A, Robert Curve Second 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, restrictions and reservations 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

ROBERT CURVE DEVELOPMENT, LLC

By: _____
John Poepl
Its: Chief Manager

STATE OF MINNESOTA)

COUNTY OF DAKOTA)

On this ____ day of August, 2018, before me a Notary Public within and for said County, personally appeared John Peopl, to me personally known, who being by me duly sworn, did say that he is the Chief Manager of Robert Curve Development, LLC, a Minnesota limited liability company and that the foregoing instrument was executed on behalf of Robert Curve Development, LLC by authority of the Board of Governors of said limited liability company.

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

RESTRICTIVE USE EASEMENT AGREEMENT
FOR LOT 1, BLOCK 1, ROBERT CURVE SECOND ADDITION
DAKOTA COUNTY, MINNESOTA

THIS RESTRICTIVE USE EASEMENT AGREEMENT FOR LOT 1, BLOCK 1, ROBERT CURVE SECOND ADDITION (Easement Agreement) is made this 27th day of August, 2018, by and between Casey's Retail Company, an Iowa 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 access by the City. The City desires that nothing be placed on this portion of the Property.

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

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

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

2. **Restrictions Relating to Vegetation.** Without the prior written consent of the City, no trees, shrubs, or other vegetation (except grass) may be planted or placed upon the Restricted Easement Area.
3. **Restrictions Relating to Structures.** No buildings and no other man-made structures (including, but not limited to: fences, sheds, retaining walls, play equipment, gazebo's, rock gardens and landscape boulders) shall be placed in the Restricted Easement Area without the prior written consent of the City; provided, however, nothing contained in this Easement Agreement prohibits Grantor from placing impervious pavement for driveways within the Restricted Easement Area and nothing contained in this Easement Agreement prohibits Grantor or City from placing stormwater facilities or other public utilities in the Restricted Easement Area.
4. **Restrictions Relating to Grade.** No change in the general topography of the Restricted Easement Area landscape, (including, but not limited to, excavation, movement, or removal of soil), shall be allowed without the prior written consent of the City.
5. **Duration of Easement.** The duration of the Restrictive Use Easement is perpetual, unless terminated by any of the following means:
 - a. The Restrictive Use Easement may be terminated by recordable written instrument signed by the parties.
 - b. The Restrictive Use Easement may be terminated if the City executes a written recordable release of the Restrictive Use Easement.
 - c. The Restrictive Use Easement shall be terminated if the City acquires a street easement over the Restricted Easement Area or otherwise acquires fee title to the Restricted Easement Area.
6. **No Impairment of City Rights.** Nothing contained herein shall impair any right of the City now held or hereafter acquired to construct, repair, replace, or maintain any existing or future public utilities or streets which are, or come to be placed in, on, or under the Restricted Easement Area.
7. **City Remedies.** If the Grantor fails to perform any of its covenants or obligations under this Easement Agreement, the City may avail itself of any remedy afforded by law and any of the following non-exclusive remedies:
 - a) **Specific Performance.** The City may specifically enforce this Easement Agreement.
 - b) **Notice of Non-Compliance; Cure Period.** If the City's Director of Public Works ("DPW") determines, at his sole discretion, that the Grantor has not complied with the terms and provisions set forth in this Easement Agreement, the DPW shall provide written notice to the Grantor of such

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

- c) **Payment of Costs Incurred by City.** If the Grantor fails to comply with the terms and provisions of this Easement Agreement within thirty (30) days after delivery of the written notice, or in the case of an emergency situation as determined by the DPW, the City may perform those tasks necessary for compliance and the City shall have the right of access to the Property to perform such work. The City shall charge all costs incurred by the City to perform the tasks necessary for compliance to the Grantor. The amount of costs charged by the City to the Grantor shall be the usual and customary amounts charged by the City given the task, work, or improvement performed by the City to ensure compliance with the terms and provisions of this Easement Agreement. The Grantor shall make payment directly to the City within twenty (20) days after invoicing ("Due Date") by the City. Bills not paid by the Due Date shall incur the standard penalty and interest established by the City for utility billings within the City.
- d) **Certification of Costs Payable With Taxes.** If payment is not made by the Grantor as provided in Section 7 (c), the City may certify to Dakota County the amounts due as payable with the real estate taxes for Property owned by the Grantor in the next calendar year; such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills. The Grantor waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Property owned by the Grantor. The Grantor hereby further waive any and all procedural and substantive objections to special assessments for the maintenance costs including, but not limited to,

notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Property owned by the Grantor. The Grantor waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Grantor acknowledges that the benefit to the Property owned by the Grantor from the performance of tasks by the City to ensure compliance with the terms and provisions of this Easement Agreement equal or exceeds the amount of the charges and assessments for the costs that are being imposed hereunder upon the Property owned by the Grantor.

8. **Binding Effect.** This Restrictive Use Easement shall run with the Property and shall inure to the benefit of the Grantor and the City and shall bind the Grantor and the successors and assigns of the Grantor and shall be binding upon the City and the successor's and assigns of the City. This Restrictive Use Easement shall also be binding upon any right title or interest of the parties to the Property acquired after the date of this Restrictive Use Easement or acquired after the date of recording of this Restrictive Use Easement.

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

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

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

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

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

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

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

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

(CITY SEAL)

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 27th day of August, 2018, 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

GRANTOR:
CASEY'S RETAIL COMPANY

By: _____
Richardt T. Schappert
Its Vice President

By: _____
Julia L. Jackowski
Its Corporate Secretary

STATE OF _____)
)
COUNTY OF _____) SS.

On this ____ day of August, 2018, before me a Notary Public within and for said County, personally appeared Richardt T. Schappert and Julia L. Jackowski, to me personally known, who being by me duly sworn, did each say that they are respectively the Vice President and Corporate Secretary of Casey's Retail Company, an Iowa corporation and that the foregoing instrument was executed on behalf of Casey's Retail Company by authority of the Boards of Directors 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 PROPERTY

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

Lot 1, Block 1, Robert Curve Second 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 restricted use easement lying over, under and across that part of Lot 1, Block 1, Robert Curve Second Addition, according to the recorded plat thereof, Dakota County, Minnesota,

Depiction of Easement Area
(Part of Exhibit B)

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

**NOTICE OF COMPLETION OF VACATION OF DRAINAGE AND UTILITY
EASEMENTS ON OUTLOT B, ROBERT CURVE,
DAKOTA COUNTY, MINNESOTA**

TO WHOM IT MAY CONCERN:

PLEASE TAKE NOTICE:

1. Pursuant to Minnesota Statutes, Section 462.358, Subd. 7 and Minnesota Statutes, Section 412.851, the City Council of the City of Inver Grove Heights desires, on its own motion, to vacate the following described drainage and utility easements (hereinafter "Drainage & Utility Easements") situated in the City of Inver Grove Heights, Dakota County, State of Minnesota, to wit:

The platted drainage and utility easements on Outlot B, Robert Curve, Dakota County, Minnesota, dedicated to the public in the plat of Robert Curve on file and of record with the office of the County Recorder, Dakota County, Minnesota.

2. A public hearing on said Drainage & Utility Easements vacation was preceded by two (2) weeks' published and posted Notice in accordance with Minnesota Statutes, Section 412.851. Notice of the public hearing was mailed to each property owner affected by the proposed vacation at least ten (10) days before the hearing in accordance with Minnesota Statutes, Section 412.851.
3. A public hearing was held by the Planning Commission of Inver Grove Heights on July 17, 2018, in the City Council Chambers at 8150 Barbara Avenue, Inver Grove Heights, Minnesota. At the public hearing, all interested persons were afforded an opportunity to present their views and objections to the granting of the vacation of the Drainage & Utility Easements.

Page 2

- IN WITNESS WHEREOF, the City Clerk of the City of Inver Grove Heights has executed this Notice of Completion of Vacation pursuant to Minnesota Statutes Section 412.851.

By: _____
Michelle Tesser, City Clerk

On this 27th day of August, 2018, before me a Notary Public within and for said County, personally appeared Michelle Tesser, City Clerk of the City of Inver Grove Heights, to me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed.

Notary Public

ACCESS RIGHTS QUIT CLAIM DEED
Lot 1, Block 1, Robert Curve Second Addition
To and From Diffley Court

STATE DEED TAX DUE HEREON: \$1.65

Date: August 27, 2018

FOR VALUABLE CONSIDERATION, **City of Inver Grove Heights**, a municipal corporation under the laws of the State of Minnesota ("Grantor") hereby conveys and quitclaims to **Casey's Retail Company**, a corporation under the laws of Iowa, ("Grantee"), real property in Dakota County, Minnesota, legally described as follows:

All rights of access, including all rights of ingress and egress, to and from Diffley Court, to and from Lot 1, Block 1, Robert Curve Second Addition, according to the recorded plat thereof, described as follows:

See Exhibit A attached hereto.

The total consideration for this transaction is \$500.00 or less.

Check here if part or all of the land is Registered (Torrens) []

together with all hereditaments and appurtenances belonging thereto.

Check if applicable:

☒ The Seller certifies that the Seller does not know of any wells located on the above-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.

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 27th day of August, 2018, 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

THIS INSTRUMENT DRAFTED BY:

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

EXHIBIT A
LEGAL DESCRIPTION OF RIGHTS OF ACCESS

ACCESS RIGHTS QUIT CLAIM DEED
Lot 1, Block 1, Robert Curve Second Addition
To and From Diffley Court

STATE DEED TAX DUE HEREON: \$1.65

Date: August 27, 2018

FOR VALUABLE CONSIDERATION, **City of Inver Grove Heights**, a municipal corporation under the laws of the State of Minnesota ("Grantor") hereby conveys and quitclaims to **Casey's Retail Company**, a corporation under the laws of Iowa, ("Grantee"), real property in Dakota County, Minnesota, legally described as follows:

All rights of access, including all rights of ingress and egress, to and from Diffley Court, to and from Lot 1, Block 1, Robert Curve Second Addition, according to the recorded plat thereof, described as follows:

See Exhibit A attached hereto.

The total consideration for this transaction is \$500.00 or less.

Check here if part or all of the land is Registered (Torrens) []

together with all hereditaments and appurtenances belonging thereto.

Check if applicable:

☒ The Seller certifies that the Seller does not know of any wells located on the above-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.

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 27th day of August, 2018, 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

THIS INSTRUMENT DRAFTED BY:

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

EXHIBIT A
LEGAL DESCRIPTION OF RIGHTS OF ACCESS

Receipt:# 535409

3230935

WD \$46.00
CONV \$5.00
SDT \$1.65
No Delinquent Taxes
CRV Not Required



Recorded on: 1/3/2018 3:44 PM

By: TMB, Deputy

Return to:
GRANNIS & HAUGE
1260 YANKEE DOODLE RD
#200
EAGAN MN 55121

Office of the County Recorder
Dakota County, Minnesota
Joel T. Beckman, County Recorder
Joel T. Beckman, Treasurer Auditor

WARRANTY DEED

Corporation, Partnership or Limited Liability Partnership
to Corporation, Partnership or Limited Liability Partnership

56

DEED TAX DUE: \$ 1.65

Date: December 21, 2017

FOR VALUABLE CONSIDERATION, **ROBERT CURVE DEVELOPMENT, LLC**, a limited liability company under the laws of the State of Minnesota ("Grantor") hereby conveys and warrants to the **CITY OF INVER GROVE HEIGHTS**, a municipal corporation under the laws of Minnesota, ("Grantee"), real property in the City of Inver Grove Heights, Dakota County, Minnesota, legally described as follows:

See Exhibit A attached hereto.

This conveyance includes all after acquired title of Grantor.

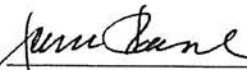
**total consideration for this transaction is less than \$500.00

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:

ROBERT CURVE DEVELOPMENT, LLC

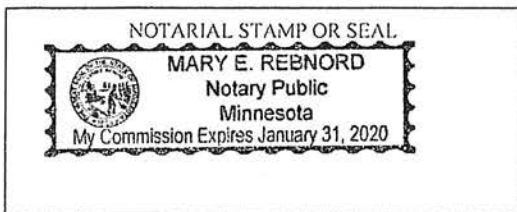
By: 
John Poepl
As: Chief Manager

STATE OF MINNESOTA)

COUNTY OF DAKOTA)

SS.

This instrument was acknowledged before me on December 21, 2017, by John Poepl, as Chief Manger of Robert Curve Development, LLC, a limited liability company under the laws of Minnesota on behalf of the limited liability company.



Mary E Rebnord
SIGNATURE OF NOTARIAL OFFICER

Title (and Rank): Notary Public

My commission expires: 1-31-20

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:

Robert Curve Development, LLC
10195 Inver Grove Trail
Inver Grove Heights, MN 55076

This Instrument Was Drafted By
And After Recording Should Be
Returned To:

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

EXHIBIT A

All rights of vehicular access, including ingress and egress, to and from Diffley Court from and to Outlot B, ROBERT CURVE, according to the recorded plat thereof, Dakota County, Minnesota, across that part of said Outlot B described as follows:

Beginning at the southwest corner of said Outlot B, said point lying on the east line of State Highway No. 3; thence South 59 degrees 45 minutes 26 seconds East along, a southerly line of said Outlot B, a distance of 39.40 feet to an angle point in said southerly line; thence North 75 degrees 14 minutes 34 seconds East, along said southerly line, a distance of 47.90 feet; thence northeasterly and northerly 151.60 feet along the southeasterly and easterly line of said Outlot B and along a tangential curve to the left having a radius of 132.48 feet and a central angle of 65 degrees 33 minutes 52 seconds; thence North 9 degrees 40 minutes 42 seconds East, tangent to said curve and along the easterly line of said Outlot B, a distance of 123.94 feet and there terminating.

PE O.L.B

(A) DP

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Pay Voucher No. 1 City Project Nos. 2015-03 - 65th Street Reconstruction, 2017-03 – Watermain Improvements 65th Street Loop and 2017-24 – T.H. 3 Intersection Improvements for 65th Street

Meeting Date: August 27, 2018
 Item Type: Consent
 Contact: Thomas J. Kaldunski, 651.450.2572 *TJK*
 Prepared by: Thomas J. Kaldunski, City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director *SB SAT*

Fiscal/FTE Impact:

☐	None
☐	Amount included in current budget
☐	Budget amendment requested
☐	FTE included in current complement
☐	New FTE requested – N/A
☒	Other: Municipal State Aid Funds, NWA Water Fund 511, NWA Storm Water Fund 448

PURPOSE/ACTION REQUESTED

Consider Pay Voucher No. 1 City Project Nos. 2015-03 - 65th Street Reconstruction, 2017-03 – Watermain Improvements 65th Street Loop and 2017-24 – T.H. 3 Intersection Improvements for 65th Street

SUMMARY

The improvements were ordered as part of the 2018 Capital Improvement Program. The contract was awarded in the amount of \$3,822,211.12 to Max Steininger, Inc. on July 23, 2018.

Pay Voucher No. 1 is for work that occurred through the end of July and includes mobilization, traffic control and tree removal for the 65th Street and T.H. 3 intersection improvements and watermain installation.

I recommend approval of Pay Voucher No. 1, in the amount of \$50,304.86 for work on the 2018 Capital Improvement Program, City Project Nos. 2015-03 - 65th Street Reconstruction, 2017-03 – Watermain Improvements 65th Street Loop and 2017-24 – T.H. 3 Intersection Improvements for 65th Street

TJK/me

Attachments: Pay Voucher No. 1

**CITY OF INVER GROVE HEIGHTS
CONSTRUCTION PAY VOUCHER**

ESTIMATE NO: 1 (One)
DATE: August 27, 2018
PERIOD ENDING: July 31, 2018
PROJECT NO: City Project Nos. 2015-03 - 65th Street Reconstruction, 2017-03 – Watermain
Improvements 65th Street Loop and 2017-24 – T.H. 3 Intersection Improvements for
65th Street

TO: Max Steininger, Inc.
3080 Lexington Avenue South
Eagan, MN 55121

Original Contract Amount	\$3,822,211.12
Total Addition	\$0.00
Total Deduction	\$0.00
Total Contract Amount.....	\$3,822,211.12
Total Value of Work to Date (includes stored materials).....	\$52,952.48
Less Retained (5%)	\$2,647.62
Less Previous Payment	\$0.00
Total Approved for Payment this Voucher	\$50,304.86
Total Payments including this Voucher	\$50,304.86

Approvals:

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

Signed by:  August 27, 2017
Thomas J. Kaldunski, City Engineer Date

Signed by: _____
Max Steininger, Inc. Date

Signed by: _____
George Tourville, Mayor August 27, 2017
Date



CITY OF INVER GROVE HEIGHTS

8150 Barbara Ave
Inver Grove Hgts, MN 55077-3410
Project 01702-29 - IGH - Phase 1 65th Street & TH 3 Improvements
Pay Voucher No. 1

Contractor: Max Steininger, Inc.
3080 Lexington Avenue South
Eagan, MN 55121

Contract No.
Vendor No.
For Period: 7/16/2018 - 7/31/2018
Warrant # _____ Date _____

Contract Amounts

Original Contract	\$3,822,211.12
Contract Changes	\$0.00
Revised Contract	\$3,822,211.12

Work Certified To Date

Base Bid Items	\$52,952.48
Backsheet	\$0.00
Change Order	\$0.00
Supplemental Agreement	\$0.00
Work Order	\$0.00
Material On Hand	\$0.00
Total	\$52,952.48

Funds Encumbered

Original	\$3,822,211.12
Additional	N/A
Total	\$3,822,211.12

	Work Certified This Pay Voucher	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Pay Voucher	Total Amount Paid To Date
01702-29	\$52,952.48	\$52,952.48	\$2,647.62	\$0.00	\$50,304.86	\$50,304.86
Percent Retained: 5.0000%				Percent Complete: 1.3854%		
Amount Paid This Pay Voucher					\$50,304.86	

This is to certify that the items of work shown in this certificate of Pay Voucher have been actually furnished for the work comprising the above mentioned projects in accordance with the plans and specifications heretofore approved.

Engineer

Contractor

Date

Date

Construction Observer

City of Inver Grove Heights

Date

Date

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Pay Voucher No. 3 for City Project No. 2015-09D – Broderick Boulevard Reconstruction, City Project No. 2017-21 – VMCC/Golf Course Parking Lots, City Project No. 2018-08 – Fire Station No. 2 Sewer and Water Improvements, and City Project No. 2018-11 – Fire Station No. 2 Fiber Optic Improvements

Meeting Date: August 27, 2018
 Item Type: Consent
 Contact: Thomas J. Kaldunski, 651.450.2572
 Prepared by: Thomas J. Kaldunski, City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director

TJK
ST *ST*

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, Special Assessments, Utility Funds, DEED Grants, LRIP – MN State Reconstruction Bonds, State Aid Funds, Street Reconstruction Bonds |

PURPOSE/ACTION REQUESTED

Consider Pay Voucher No. 3 for City Project No. 2015-09D – Broderick Boulevard Reconstruction, City Project No. 2017-21 VMCC/Golf Course Parking Lots, City Project No. 2018-08 – Fire Station No. 2 Sewer and Water Improvements, and City Project No. 2018-11 – Fire Station No. 2 Fiber Optic Improvements.

SUMMARY

The improvements were ordered as part of the 2018 Pavement Management Program. The contract was awarded in the amount of \$4,189,854.00 to McNamara Contracting, Inc., on March 12, 2018 for the 2018 Pavement Management Program, City Project No. 2015-09D – Broderick Boulevard Reconstruction and City Project No. 2017-21 – VMCC/Golf Course Parking Lots.

Change Order No. 2 added City Projects 2018-08 – Fire Station No. 2 Sewer and Water Improvements and City Project No. 2018-11 – Fire Station No. 2 Fiber Optic Improvements (Schedules F, G, and H), for a revised total contract of \$4,110,400.25.

I recommend approval of Pay Voucher No. 3, in the amount of \$402,542.87 (\$402,542.87 for work on City Project No. 2015-09D – Broderick Boulevard Reconstruction, \$0.00 for work on City Project No. 2017-21 VMCC/Golf Course Parking Lots, \$0.00 for work on City Project No. 2018-08 – Fire Station No. 2 Sewer and Water Improvements, and \$0.00 City Project No. 2018-11 – Fire Station No. 2 Fiber Optic Improvements).

TJK/nh

Attachments: Pay Voucher No. 3

ESTIMATE NO:	<u>3 (Three)</u>
DATE:	<u>August 27, 2018</u>
PERIOD ENDING:	<u>July 31, 2018</u>
CONTRACT:	<u>2018 Pavement Management Program</u>
PROJECT NO:	<u>2015-09D – Broderick Boulevard Reconstruction, 2017-21 – VMCC/Golf Course Parking Lots, 2018-08 – Fire Station No. 2 Sewer and Water Improvements, and 2018-11 – Fire Station No. 2 Fiber Optic Improvements</u>

Original Contract Amount	\$4,189,854.00
Total Addition (Change Order No. 2)	\$35,275.00
Total Deduction (Change Order No. 1)	(\$114,728.75)
Total Contract Amount.....	\$4,110,400.25
Total Value of Work to Date.....	\$1,365,006.20
Less Retained (5%).....	\$68,250.31
Less Previous Payment.....	\$894,213.02
Total Approved for Payment this Voucher.....	\$402,542.87
Total Payments including this Voucher	\$1,296,755.89

Signed by:	 _____ Thomas J. Kaldunski, City Engineer	<u>August 27, 2018</u>
Signed by:	_____ McNamara Contracting, Inc.	<u> </u> Date
Signed by:	_____ George Tourville, Mayor	<u>August 27, 2018</u>

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Pay Voucher No. 1 for City Project No. 2017-09E – 93rd Street and Abigail Court Area Reconstruction

Meeting Date: August 27, 2018
 Item Type: Consent
 Contact: Thomas J. Kaldunski, 651.450.2572
 Prepared by: Thomas J. Kaldunski, City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director

TJK

SDT SP

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, Special Assessments, Agreements

PURPOSE/ACTION REQUESTED

Consider Pay Voucher No. 1 for City Project No. 2017-09E – 93rd Street and Abigail Court Area Reconstruction

SUMMARY

The contract was awarded in the amount of \$729,821.54 to Park Construction Company, on May 14, 2018 for City Project No. 2017-09E – 93rd Street and Abigail Court Area Reconstruction

I recommend approval of Pay Voucher No. 1, in the amount of \$156,395.26 for work completed through July 31, 2018 on City Project No. 2017-09E – 93rd Street and Abigail Court Area Reconstruction

TJK/np

Attachments: Pay Voucher No. 1

CITY OF INVER GROVE HEIGHTS CONSTRUCTION PAY VOUCHER

ESTIMATE NO: 1 (One)

DATE: August 27, 2018

PERIOD ENDING: July 31, 2018

CONTRACT: 2018 Pavement Management Program

PROJECT NO: 2017-09E- 93RD Street and Abigail Court Area Reconstruction

TO: Park Construction Company
1481 81st Ave NE
Minneapolis, MN 55432

Original Contract Amount	\$729,821.54
Total Addition	\$0.00
Total Deduction	(\$0.00)
Total Contract Amount.....	\$729,821.54
Total Value of Work to Date.....	\$164,626.59
Less Retained (5%)	\$8,231.33
Less Previous Payment.....	\$0.00
Total Approved for Payment this Voucher.....	\$156,395.26
Total Payments including this Voucher	\$156,395.26

Approvals:

Pursuant to our field observation, I hereby recommend for payment the above stated amount for work performed through July 31, 2018.

Signed by:


Thomas J. Kaldunski, City Engineer

August 27, 2018

Signed by:

Park Construction Company.

Date _____

Signed by:

George Tourville, Mayor

August 27, 2018



Application for Payment
(Unit Price Contract)
No. 1

Eng. Project No.: INVER 138128

Location: Inver Grove Heights, Minnesota

Contractor <u>Park Construction Company</u>	Contract Date _____
<u>1481 81st Ave. NE</u>	
<u>Minneapolis, MN 55432</u>	Contract Amount <u>\$ 729,821.54</u>

Contract for 2018 Pavement Management Program - 93rd Street/Abigail Court Area Reconstruction

Application Date _____	For Period Ending _____
------------------------	-------------------------

Line No.	Item No.	Item	Unit	Est. Quantity	Quantity to Date	Unit Price	Total Price
STREETS (BID SCHEDULE 1)							
1	2021.501	MOBILIZATION	LS	1	0.75	\$35,600.00	\$26,700.00
2	2101.502	CLEARING	TREE	74	74	\$80.80	\$5,979.20
3	2101.507	GRUBBING	TREE	74	74	\$50.50	\$3,737.00
4	2104.501	REMOVE CURB AND GUTTER	LF	3446	3446	\$2.65	\$9,131.90
5	2104.505	REMOVE BITUMINOUS DRIVEWAY OR TRAIL PAVEMENT	SY	345		\$9.55	
6	2104.505	REMOVE CONCRETE DRIVEWAY PAVEMENT	SY	41		\$12.20	
7	2104.523	SALVAGE SIGN TYPE C	EACH	6		\$17.70	
8	2105.501	COMMON EXCAVATION (EV) (P)	CY	6802		\$12.50	
9	2105.507	SUBGRADE EXCAVATION (EV)	CY	200		\$11.50	
10	2105.522	SELECT GRANULAR BORROW (CV)	CY	4658		\$18.00	
11	2105.541	STABILIZING AGGREGATE	CY	100		\$42.80	
12	2105.604	GEOTEXTILE FABRIC, TYPE V	SY	6986		\$0.72	
13	2123.61	STREET SWEEPING (WITH PICKUP BROOM)	HOUR	20		\$121.00	
14	2130.501	WATER	MGAL	85		\$24.20	
15	2211.501	AGGREGATE BASE (CV) CLASS 5	TON	2340		\$20.60	
16	2331.603	JOINT ADHESIVE	LF	3516		\$0.53	
17	2331.604	EDGE MILL BITUMINOUS SURFACE	SY	35		\$4.65	
18	2331.604	BITUMINOUS PAVEMENT RECLAMATION (P)	SF	51788	51788	\$0.08	\$4,143.04
19	2357.502	BITUMINOUS TACK COAT	GAL	374		\$1.80	
20	2360.501	TYPE SP 9.5 WEARING COURSE MIX (3,C)	TON	696		\$64.50	
21	2360.501	TYPE SP 12.5 NON WEAR COURSE MIX (3,C)	TON	696		\$61.00	
22	2360.501	TYPE SP 9.5 WEARING COURSE MIX (2,E), 6.0" - DRIVEWAY	TON	72		\$159.00	

Line No.	Item No.	Item	Unit	Est. Quantity	Quantity to Date	Unit Price	Total Price
23	2501.602	EXCAV. SPECIAL (POTHOLE EXISTING UTILITY)	EACH	5		\$180.00	
24	2502.521	4" PERF HDPE PIPE DRAIN WITH CIRCULAR KNIT	LF	3516		\$2.15	
25	2531.501	CONCRETE CURB AND GUTTER DESIGN B618	LF	3516		\$12.80	
26	2531.501	CONCRETE CURB AND GUTTER (HAND POUR)	LF	200		\$23.30	
27	2531.507	DECORATIVE DRIVEWAY ALLOWANCE	LS	1		\$10,000.00	
28	2531.507	6" CONCRETE DRIVEWAY PAVEMENT	SY	41		\$54.20	
29	2531.604	HIGH EARLY STRENGTH CONCRETE	CY	20		\$138.00	
30	2540.601	MAILBOX MAINTENANCE	LS	1	0.5	\$2,020.00	\$1,010.00
31	2540.601	BOULEVARD LANDSCAPING ALLOWANCE	LS	1		\$10,000.00	
32	2563.601	TRAFFIC CONTROL ALLOWANCE	LS	1		\$10,000.00	
33	2564.531	SIGN PANELS TYPE C	SF	36		\$30.30	
34	2572.125	PRUNE TREES	HR	10	10	\$242.00	\$2,420.00
35	2573.502	SILT FENCE, TYPE MS	LF	2200	519	\$1.95	\$1,012.05
36	2573.53	STORM DRAIN INLET PROTECTION (WIMCO)	EACH	18		\$137.00	
37	2573.533	SEDIMENT CONTROL LOG TYPE COMPOST	LF	100	1880	\$3.30	\$6,204.00
38	2573.535	STABILIZED CONSTRUCTION EXIT	LS	1		\$688.00	
39	2573.55	EROSION CONTROL SUPERVISOR	LS	1		\$954.00	
40	2573.601	STORM WATER MANAGEMENT ALLOWANCE	LS	1		\$10,000.00	
41	2573.602	DEWATERING (EXCAVATION)	LS	1		\$569.00	
42	2574.525	BOULEVARD TOPSOIL BORROW (CV)	CY	1300	48	\$42.35	\$2,032.80
43	2575.501	SEEDING (MIX 25-151)	ACRE	1	0.2	\$3,280.00	\$656.00
44	2575.501	SEEDING (MIX 36-211)	ACRE	0.2		\$1,460.00	
45	2575.56	FLEXTERRA HYDROMULCH (HYDRAULIC SOIL STAB. TYPE SPECIAL)	LB	4770		\$1.25	
46	2575.572	RAPID STABILIZATION METHOD 2 MODIFIED	SY	1400		\$1.00	
47	2575.572	EROSION STABILIZATION MAT SHOREMAX W/ SC250	SY	235		\$49.70	
TOTAL - STREETS (BID SCHEDULE 1)							\$63,025.99

Line No.	Item No.	Item	Unit	Est. Quantity	Quantity to Date	Unit Price	Total Price
STORM SEWER (BID SCHEDULE 2)							
1	2104.501	REMOVE SEWER PIPE (STORM)	LF	88	88	\$11.30	\$994.40
2	2104.501	REMOVE STORM STRUCTURE	EACH	2	2	\$330.00	\$660.00
3	2501.515	12" RC PIPE APRON	EACH	1	1	\$942.00	\$942.00
4	2501.515	24" RC PIPE APRON	EACH	1	1	\$1,590.00	\$1,590.00
5	2501.515	30" RC PIPE APRON	EACH	2	2	\$1,940.00	\$3,880.00
6	2503.541	15" RC PIPE SEWER DES 3006 CL V	LF	272	272	\$36.40	\$9,900.80
7	2503.541	18" RC PIPE SEWER DES 3006 CL V	LF	136	113	\$39.60	\$4,474.80
8	2503.541	24" RC PIPE SEWER DES 3006 CL III	LF	100	100	\$56.90	\$5,690.00
9	2503.541	30" RC PIPE SEWER DES 3006 CL III	LF	104	104	\$64.40	\$6,697.60
10	2503.603	12" HDPE PIPE SEWER	LF	42		\$20.80	
11	2503.603	18" HDPE PIPE SEWER	LF	210	233	\$107.00	\$24,931.00
12	2506.502	CONSTRUCT DRAINAGE STRUCTURE 2' X 3' CB	EACH	3	3	\$1,810.00	\$5,430.00
13	2506.502	CONSTRUCT DRAINAGE STRUCTURE 27" CB	EACH	1	1	\$1,310.00	\$1,310.00
14	2506.502	CONSTRUCT DRAINAGE STRUCTURE DES 48-4020	EACH	9	9	\$2,620.00	\$23,580.00
15	2506.502	CONSTRUCT DRAINAGE STRUCTURE DES 60-4020	EACH	1	1	\$4,380.00	\$4,380.00
16	2506.502	CONSTRUCT DRAINAGE STRUCTURE DES 84-4020	EACH	1	1	\$7,140.00	\$7,140.00
TOTAL - STORM SEWER (BID SCHEDULE 2)							\$101,600.60
RAIN GARDEN (BID SCHEDULE 3)							
1	2411.602	FORD A1 COVER	EACH	3		\$188.00	
2	2502.541	4" PERF HDPE PIPE DRAIN WITH CIRCULAR KNIT FILTER SOCK	LF	160		\$8.65	
3	2502.602	INSTALL 4" PVC PIPE DRAIN CLEANOUT (VENTED)	EACH	2		\$127.00	
4	2504.602	4" KNIFE VALVE AND BOX	EACH	1		\$395.00	
5	2540.603	LANDSCAPE EDGER PLASTIC	LF	400		\$3.55	
6	2571.507	PLANTS-SHRUBS-TREES	EACH	537		\$20.10	
7	2571.618	RAIN GARDEN PREPARATION, SAND, MULCH, AND COMPOST BEDDING	SF	3360		\$6.35	
TOTAL - RAIN GARDEN (BID SCHEDULE 3)							\$0.00
Total Contract Amount							\$164,626.59

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Pay Voucher No. 1 for City Project No. 2018-04 – Arbor Pointe PUD Shared Street Light System Improvements for Street Light Removal (Phase 1)

Meeting Date: August 27, 2018
 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, Arbor Pointe Contribution

PURPOSE/ACTION REQUESTED

Consider Pay Voucher No. 1 for City Project No. 2018-04 – Arbor Pointe PUD Shared Street Light System Improvements for Street Light Removal (Phase 1).

SUMMARY

City Project No. 2018-04 – Arbor Pointe PUD Shared Street Light System Improvements was ordered on March 12, 2018. The City is responsible for 31 street lights and Arbor Pointe Association, Inc. (APAI) is responsible for 33 street lights. Joint agreements with APAI and Xcel Energy have been executed. Phase 1 consists of removal of the existing sixty-four street light system and was awarded to Q3 Contracting, Inc. in the amount of \$40,205.80 on April 23rd, 2018. Change Order No. 1 amending the contract to include turf restoration in the amount of \$17,270.00, for a total contract amount of \$57,475.80, was approved on July 23, 2018.

I recommend approval of Pay Voucher No. 1 in the amount of \$33,269.28, for City Project No. 2018-04 – Arbor Pointe PUD Shared Street Light System Improvements for Street Light Removal (Phase 1).

TJK/nwh

Attachments: Pay Voucher No. 1

CONSTRUCTION PAYMENT VOUCHER

ESTIMATE NO: One (1)
DATE: August 27, 2018
PERIOD ENDING: July 31, 2018
CONTRACT: Arbor Pointe PUD Shared Street Light System Improvements for Street Light
Removal (Phase 1)
PROJECT NO: 2018-04

TO: Q3 Contracting
3066 Spruce Street
Little Canada, MN 55117

Original Contract Amount	\$40,205.80
Total Addition (Change Order No. 1)	\$17,270.00
Total Deduction	\$0.00
Total Contract Amount.....	\$57,475.80
Total Value of Work to Date.....	\$35,020.30
Less Retained (5%)	\$1,751.02
Less Previous Payment.....	\$0.00
Total Approved for Payment this Voucher.....	\$33,269.28
Total Payments including this Voucher	\$33,269.28

Approvals:

Pursuant to our field observation, I hereby recommend for payment the above-stated amount for work performed through July 31, 2018.

Signed by: Thomas J. Kaldunski August 27, 2018
Thomas J. Kaldunski, City Engineer

Signed by: _____ Date
Q3 Contracting

Signed by: _____ August 27, 2018
George Tourville, Mayor

PAYMENT #1
 ARBOR POINTE PUD SHARED STREET LIGHT SYSTEM IMPROVMENTS
 FOR STREET LIGHT REMOVAL (PHASE 1)
 City Project # 2018-04

Item No.	Item	Unit	Contract Quantity	Quantity to Date	Unit Price	Total Estimated Price	Contract Cost to Date
2021.501	Mobilization	LS	1.0	1.0	\$ 2,370.00	\$ 2,370.00	\$ 2,370.00
2104.602	Remove Light Pole, Fixture, and Luminaire	EA	61.0	61.0	\$ 179.00	\$ 10,919.00	\$ 10,919.00
2104.602	Remove Light Foundation	EA	64.0	64.0	\$ 221.00	\$ 14,144.00	\$ 14,144.00
2104.602	Remove Light Wiring	EA	64.0	4.0	\$ 72.70	\$ 4,652.80	\$ 290.80
2105.507	Common Borrow	CY	150.0	105.0	\$ 18.30	\$ 2,745.00	\$ 1,921.50
2563.601	Traffic Control Allowance	LS	1.0	1.0	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
2575.605	Rapid Stabilization, Method 2 Modified	SY	2500.0	2500.0	\$ 1.35	\$ 3,375.00	\$ 3,375.00
Schedule 1 Subtotal						\$ 40,205.80	\$ 35,020.30

Original Contract Amount:	\$ 40,205.80	
Change Order No. 1:	\$ 17,270.00	
Current Contract Amount:	\$ 57,475.80	

Contract Work Completed to Date:	\$ 35,020.30
Retainage (5%):	\$ 1,751.02
Previous Payment:	\$ -
Amount due this Payment #1:	\$ 33,269.28

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Pay Voucher No. 1 for City Project No. 2018-08 – Fire Station No. 2 Sewer and Water Improvements and City Project No. 2018-11 – Conduit for Fire Station No. 2 Fiber Optic Improvements

Meeting Date: August 27, 2018
 Item Type: Consent
 Contact: Thomas J. Kaldunski, 651.450.2572
 Prepared by: Thomas J. Kaldunski, City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director

TJK
ST *BT*

Fiscal/FTE Impact:

- | | |
|-------------------------------------|---|
| ☐ | None |
| ☐ | Amount included in current budget |
| ☐ | Budget amendment requested |
| ☐ | FTE included in current complement |
| ☐ | New FTE requested – N/A |
| ☒ | Other: Fire Station No. 2 Project Funds |

PURPOSE/ACTION REQUESTED

Consider Pay Voucher No. 1 for City Project No. 2018-08 – Fire Station No. 2 Sewer and Water Improvements and City Project No. 2018-11 – Conduit for Fire Station No. 2 Fiber Optic Improvements.

SUMMARY

City Project No. 2018-08 – Fire Station No. 2 Sewer and Water Improvements and City Project No. 2018-11 – Conduit for Fire Station No. 2 Fiber Optic Improvements are currently under construction. The projects purpose is to extend sanitary sewer, watermain and conduit for fiber optic that will begin at Broderick Blvd, 800 feet north of Concord Blvd, and be extended southwest 800 feet to the expanded MUSA, west of T.H. 52/55, which also includes further extension within the City's recently purchased property to the proposed Fire Station No. 2 building and the adjacent parcel to the south.

I recommend approval of Pay Voucher No. 1, in the amount of \$74,136.57 (\$72,236.57 for work on City Project No. 2018-08 – Fire Station No. 2 Sewer and Water Improvements, \$1,900 for work on City Project No. 2018-11 – Conduit for Fire Station No. 2 Fiber Optic Improvements).

TJK/mw

Attachments: Pay Voucher No. 1

**CITY OF INVER GROVE HEIGHTS
CONSTRUCTION PAY VOUCHER**

ESTIMATE NO: 1 (One)
DATE: August 27, 2018
PERIOD ENDING: July 31, 2018
PROJECT NO: 2018-08 – Fire Station No. 2 Sewer and Water Improvements, 2018-11 – Conduit
for Fire Station No. 2 Fiber Optic Improvements

TO: EJM Pipe Services, Inc.
14461 Lake Drive
Columbus, MN 55025

Original Contract Amount	\$683,979.95
Total Addition	\$0.00
Total Deduction (Change Order No. 1)	\$0.00
Total Contract Amount.....	\$683,979.95
Total Value of Work to Date.....	\$78,038.50
Less Retained (5%)	\$3,901.93
Less Previous Payment.....	\$0.00
Total Approved for Payment this Voucher.....	\$74,136.57
Total Payments including this Voucher	\$74,136.57

Approvals:

Pursuant to our field observation, I hereby recommend for payment the above stated amount for work performed through July 31, 2018.

Signed by:	 Thomas J. Kaldunski, City Engineer	<u>August 27, 2018</u>
Signed by:	_____ EJM Pipe Services, Inc.	_____ Date
Signed by:	_____ George Tourville, Mayor	<u>August 27, 2018</u>

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Change Order No. 1 for City Project No. 2018-08 Fire Station No. 2 Sewer and Water Improvements and Conduit for City Project No. 2018-11 Fire Station No. 2 Fiber Optic Improvements

Meeting Date: August 27, 2018
 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

SA

Fiscal/FTE Impact:	
☐	None
☐	Amount included in current budget
☐	Budget amendment requested
☐	FTE included in current complement
☐	New FTE requested – N/A
☒	Other: Fire Station No. 2 Project Funds

PURPOSE/ACTION REQUESTED

Consider Change Order No. 1 for City Project No. 2018-08 Fire Station No. 2 Sewer and Water Improvements and Conduit for City Project No. 2018-11 Fire Station No. 2 Fiber Optic Improvements.

SUMMARY

City Project No. 2018-08 Fire Station No. 2 Sewer and Water Improvements and Conduit for City Project No. 2018-11 Fire Station No. 2 Fiber Optic Improvements is currently under construction. The project's purpose is to extend sanitary sewer, watermain and conduit for fiber optic that will begin at Broderick Boulevard, 800 feet north of Concord Boulevard, and continue southwest 800 feet to the expanded MUSA, west of T.H. 52/55, which also includes further extension within the City's recently purchased site property to the proposed Fire Station No. 2 building and the adjacent parcels to the south and north.

Upon review of boring/casing improvements under Highway 52/55, and related traffic control along the highway, it was determined by the City, SRF, and EJM(contractor) that extending the boring/casing would significantly reduce the traffic control devices(eliminate portable precast concrete barrier, and replace with traffic barrels) by moving it out of the highway's clear zone, which in turn, minimizes the disturbance to the highway's right-of-way and traffic. This also provides long term benefit to lessen the future disturbance if the ends of the boring casing pipes need to be serviced for maintenance.

I recommend approval of Change Order No. 1 for an amount of \$3,898.00; \$2564.00 for work on City Project No. 2018-08 Fire Station No. 2 Sewer and Water Improvements and \$1,334.00 for work on City Project No. 2018-11 Fire Station No. 2 Fiber Optic Improvements. The total project contract amount is now \$687,877.95; \$661,951.95 for 2018-08 and \$25,926.00 for 2018-11.

SWD/pds

Attachments: Change Order No. 1
 EJM Pipe Services Bid Price Tabulation

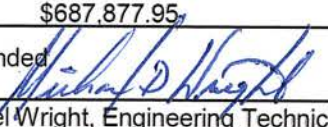
CHANGE ORDER NO. 1

2018 CAPITAL IMPROVEMENT PROGRAM

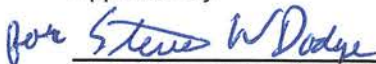
CITY PROJECT NO. 2018-08 – FIRE STATION NO. 2 SEWER AND WATER IMPROVEMENTS and
CONDUIT FOR CITY PROJECT NO. 2018-11 – FIRE STATION NO. 2 FIBER OPTIC IMPROVEMENTS

Owner: City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077	Date of Issuance: August 27, 2018
Contractor: EJM Pipe Services, Inc. 14461 Lake Drive Columbus, MN 55025	Engineer: SRF Consulting Group, Inc

PURPOSE OF CHANGE ORDER: To extend boring/casing under Highway 52/55 and reduce the significant traffic control(eliminate portable precast concrete barrier) with the proposed City Fire Station No. 2 (City Project Nos. 2018-08 and 2018-11). The addition of this utility work adds \$2,564.00 (CP 2018-08) and \$1,334.00 (CP 2018-11) to the existing contract, adding a total of \$3,898.00 to the total contract amount.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Proposed Contract Price: \$683,979.95	Original Contract Time:
Previous Change Orders (\$ -0-)	Net Change from Previous Change Orders
Contract Price Prior to this Change Order \$683,979.95	Contract Time Prior to this Change Order
Net Increase (Decrease) of this Change Order \$3,898.00	Net Increase (Decrease) of Change Order
Contract Price with all Approved Change Orders \$687,877.95	Contract Time with Approved Change
Recommended By:  Michael Wright, Engineering Technician	Approved By:  EJM Pipe Services, Inc.

Approved By:


Thomas J. Kaldunski, City Engineer

Approved By:

George Tourville, Mayor

Date of Council Action:

August 27, 2018

CHANGE ORDER NO. 1

Contract: Owner: Project:	CP 2018-08, AND 2018-11 CITY OF INVER GROVE HEIGHTS FIRE STATION NO. 2 SEWER AND WATER IMPROVEMENTS CONDUIT FOR FIRE STATION NO. 2 FIBER OPTIC IMPROVEMENTS				EJM Pipe Services	
Schedule:	CP 2018-08 FIRE STATION NO. 2 SEWER AND WATER IMPROVEMENTS (SCHEDULE A, B, C)					
Description:	EXTEND BORING/CASING UNDER HIGHWAY 52/55, REDUCE TRAFFIC CONTROL AND OTHER IMPACTS					
Item No.	Item Description	Unit	Contract Quantity	Unit Price	Amount	
SCHEDULE A: STREET IMPROVEMENTS						
1	SALVAGE FENCE	LIN FT	-45	\$ 10.00	\$ (450.00)	
2	PORTABLE PRECAST CONCRETE BARRIER DESIGN 8337	LIN FT	-1360	\$ 16.00	\$ (21,760.00)	
3	TRAFFIC CONTROL	LUMP SUM	1	\$ 1,200.00	\$ 1,200.00	
SUBTOTAL					\$ (21,010.00)	
SCHEDULE B: SANITARY						
1	8" PVC SEWER, SDR 26 (10'-15' DEEP)	LIN FT	-13	\$ 28.00	\$ (364.00)	
2	8" PVC SEWER, SDR 26 (15'-20' DEEP)	LIN FT	-6	\$ 28.00	\$ (168.00)	
3	30" STEEL CASING PIPE (JACKED)	LIN FT	19	\$ 475.00	\$ 9,025.00	
4	8" PVC SDR 26 PIPE SEWER (THROUGH CASING)	LIN FT	19	\$ 55.00	\$ 1,045.00	
SUBTOTAL					\$ 9,538.00	
SCHEDULE C: WATERMAIN						
1	12" WATERMAIN DUCTILE IRON CL 52	LIN FT	-29	\$ 50.00	\$ (1,450.00)	
2	12" WATERMAIN (THROUGH CASING)	LIN FT	29	\$ 59.00	\$ 1,711.00	
3	30" STEEL CASING PIPE (JACKED)	LIN FT	29	\$ 475.00	\$ 13,775.00	
SUBTOTAL					\$ 14,036.00	
CP 2018-08 TOTAL					\$ 2,564.00	
NOTES: *Work and fee based on bid documents. Traffic control includes 12 reflective drums.						
Schedule:	CONDUIT FOR CP 2018-11 FIRE STATION NO. 2 FIBER OPTIC IMPROVEMNETS (SCHEDULE D)					
Description:	EXTEND BORING/CASING UNDER HIGHWAY 52/55, REDUCE TRAFFIC CONTROL AND OTHER IMPACTS					
Item No.	Item Description	Unit	Contract Quantity	Unit Price	Amount	
1	INSTALL 4" NON-METALLIC CONDUIT (DIRECTIONAL BORE)	LIN FT	29	\$ 50.00	\$ 1,450.00	
2	INSTALL 1.5" NON-METALLIC CONDUIT (SPECIAL 1)	LIN FT	58	\$ 4.00	\$ 232.00	
3	INSTALL 1.5" NON-METALLIC CONDUIT (SPECIAL 2)	LIN FT	-58	\$ 6.00	\$ (348.00)	
CP 2018-11 TOTAL					\$ 1,334.00	
NOTES: *Work and fee based on bid documents.						
Total Change Order #1				\$	3,898.00	

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. 2018-09A – Crack Seal

Meeting Date: August 27, 2018

Item Type: Consent

Contact: Thomas J. Kaldunski, 651.450.2572 *TJK*

Prepared by: Thomas J. Kaldunski, City Engineer

Reviewed by: Scott D. Thureen, Public Works Director *SDT*
*SB***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. 2018-09A – Crack Seal.

SUMMARY

The improvements were ordered as part of the 2018 Pavement Management Program. The contract was awarded in the amount of \$72,026.29 to Fahrner Asphalt Sealers on March 26, 2018 for City Project No. 2018-09A – Crack Seal.

Final Compensating Change Order No. 1, in the amount of (\$22,029.25), is for field quantity adjustments and the decrease in street sweeping hours. The contractor has completed the work through July 31, 2018 in accordance with the contract plans and specifications.

I recommend approval of Final Compensating Change Order No. 1 in the amount of (\$22,029.25), Final Pay Voucher No. 1 in the amount of \$49,997.04, Engineer's Final Report, and Resolution Accepting Work for City Project No. 2018-09A – Crack Seal.

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 27, 2018
PERIOD ENDING: July 31, 2018
CONTRACT: 2018 Pavement Management Program
PROJECT NO: 2018-09A Crack Sealing

TO: Fahrner Asphalt Sealers
2800 Mecca Drive
Plover, WI 54467

Original Contract Amount \$72,026.29
Total Addition \$0.00
Total Deduction (Change Order No. 1) (\$22,029.25)
Total Contract Amount..... \$49,997.04
Total Value of Work to Date..... \$49,997.04
Less Retained (0%) \$0.00
Less Previous Payment..... \$0.00
Total Approved for Payment this Voucher..... \$49,997.04
Total Payments including this Voucher \$49,997.04

Approvals:

Pursuant to our field observation, I hereby recommend for payment the above-stated amount for work performed through July 31, 2018.

Signed by: 
Thomas J. Kaldunski, City Engineer

August 27, 2018

Signed by: 
Fahrner Asphalt Sealers

8-6-18
Date

Signed by: _____
George Tourville, Mayor

August 27, 2018

PAYMENT #1 FINAL
2018 PAVEMENT MANAGEMENT PROGRAM
CRACKSEAL PROJECT
City Project # 2018-09A

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	144.4	90.1	\$ 50.22	\$ 7,251.77	\$ 4,524.82
2	Street Sweeping	HR	40.0	0.0	\$ 115.00	\$ 4,600.00	\$ -
3	Traffic Control	LS	1.0	1.0	\$ 400.00	\$ 400.00	\$ 400.00
Schedule 1 (Area 1) Total:						\$ 12,251.77	\$ 4,924.82

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	185.0	185.0	\$ 50.22	\$ 9,290.70	\$ 9,290.70
3	Street Sweeping	HR	50.0	0.0	\$ 115.00	\$ 5,750.00	\$ -
4	Traffic Control	LS	1.0	1.0	\$ 400.00	\$ 400.00	\$ 400.00
Schedule 2 (Area 2) Total:						\$ 15,440.70	\$ 9,690.70

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	339.7	334.9	\$ 50.22	\$ 17,059.73	\$ 16,818.68
2	Street Sweeping	HR	80.0	7.3	\$ 115.00	\$ 9,200.00	\$ 833.75
3	Traffic Control	LS	1.0	1.0	\$ 400.00	\$ 400.00	\$ 400.00
Schedule 3 (Area 3) Total:						\$ 26,659.73	\$ 18,052.43

Base Bid (Schedules 1-3) Total: \$ 54,352.20 \$ 32,667.95

Item No.	Alternate A	Unit	Contract Quantity	Quantity to Date	Unit Price	Total Estimated Price	Contract Cost to Date
1	F & I Crack Sealant (Trail)	STA	199.2	199.2	\$ 10.43	\$ 2,077.66	\$ 2,077.66
2	Street Sweeping	HR	10.0	10.0	\$ 115.00	\$ 1,150.00	\$ 1,150.00
3	Traffic Control	LS	1.0	1.0	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00
Alternate A Total:						\$ 4,427.66	\$ 4,427.66

Item No.	Alternate B	Unit	Contract Quantity	Quantity to Date	Unit Price	Total Estimated Price	Contract Cost to Date
1	F & I Crack Sealant (Trail)	STA	95.3	95.3	\$ 47.56	\$ 4,532.47	\$ 4,532.47
3	Trail Sweeping	HR	15.0	12.0	\$ 115.00	\$ 1,725.00	\$ 1,380.00
4	Traffic Control	LS	1.0	1.0	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00
Alternate B Total:						\$ 7,457.47	\$ 7,112.47

Item No.	Alternate C	Unit	Contract Quantity	Quantity to Date	Unit Price	Total Estimated Price	Contract Cost to Date
1	F & I Crack Sealant (Parking Lots)	LS	1.0	1.0	\$ 3,438.96	\$ 3,438.96	\$ 3,438.96
3	Street Sweeping	HR	10.0	10.0	\$ 115.00	\$ 1,150.00	\$ 1,150.00
4	Traffic Control	LS	1.0	1.0	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00
Alternate C Total:						\$ 5,788.96	\$ 5,788.96

Subtotal (Alternates A through C): \$ 17,674.09 \$ 17,329.09

Total Base Bid + Alternates A through C: \$ 72,026.29 \$ 49,997.04

Original Contract Amount: \$ 72,026.29

Current Contract Amount: \$ 72,026.29

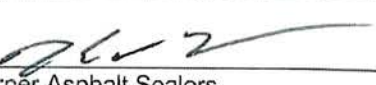
Contract Work Completed to Date:		\$ 49,997.04
Retainage (0%):		\$ -
Previous Payments:		\$ -
Amount Due This Final Payment #1:		\$ 49,997.04

CHANGE ORDER NO. 1

2018 PAVEMENT MANAGEMENT PROGRAM CITY PROJECT NO. 2018-09A – CRACK SEALING

Owner: City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077	Date of Issuance: August 27, 2018
Contractor: Fahrner Asphalt Sealers 2800 Mecca Drive Plover, WI 54467	Engineer: City Engineer

<u>PURPOSE OF CHANGE ORDER</u>	
Change Order No. 1 is for miscellaneous field quantity adjustments and the decrease in street sweeping Hours.	

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$72,026.29	Original Contract Time:
Previous Change Orders \$0.00	Net Change from Previous Change Orders
Contract Price Prior to this Change Order \$72,026.29	Contract Time Prior to this Change Order
Net Decrease of this Change Order (\$22,029.25)	Net Increase (Decrease) of Change Order
Contract Price with all Approved Change Orders \$49,997.04	Contract Time with Approved Change
Recommended By:  Nick Hahn, Senior Engineering Technician	Approved By:  Fahrner Asphalt Sealers

Approved By:


Thomas J. Kaldunski, City Engineer

Approved By:

George Tourville, Mayor

Date of Council Action:

August 27, 2018

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

ENGINEER'S REPORT OF FINAL ACCEPTANCE

CITY PROJECT NO. 2018-09A
CRACK SEAL

August 27, 2018

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 Fahrner Asphalt Sealers. 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	\$72,026.29
CHANGE ORDERS (Decrease)	(\$22,029.25)
FINAL CONTRACT AMOUNT	\$49,997.04
FINAL VALUE OF WORK	\$49,997.04
PREVIOUS PAYMENTS	\$0.00
BALANCE DUE	\$49,997.04

Sincerely,



Thomas J. Kaldunski, P.E.
City Engineer

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

**RESOLUTION ACCEPTING WORK OF FAHRNER ASPHALT SEALERS AND AUTHORIZING
FINAL PAYMENT IN THE AMOUNT OF \$49,997.04**

**2018 PAVEMENT MANAGEMENT PROGRAM
CITY PROJECT NO. 2018-09A – CRACK SEAL**

RESOLUTION NO. _____

WHEREAS, pursuant to a written contract with the City of Inver Grove Heights dated March 26, 2018, Fahrner Asphalt Sealers satisfactorily completed improvements and appurtenances for the 2018 Pavement Management Program, City Project No. 2018-09A – Crack Seal.

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 27th day of August 2018.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Pay Voucher No. 1 for City Project No. 2018-09B – Seal Coat

Meeting Date: August 27, 2018

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

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 Pay Voucher No. 1 for City Project No. 2018-09B – Seal Coat.

SUMMARY

The improvements were ordered as part of the 2018 Pavement Management Program. The contract was awarded in the amount of \$411,717.00 to Pearson Bros, Inc. on March 26, 2018 for City Project No. 2018-09B – Seal Coat.

The project is substantially complete, and the warranty period will commence with the approval of this pay voucher. A 5% retainage will be held until final quantities and costs are agreed to with the contractor.

I recommend approval of Pay Voucher No. 1 in the amount of \$351,101.19, for City Project No. 2018-09B – Seal Coat.

TJK/nwh

Attachments: Pay Voucher No. 1

CONSTRUCTION PAYMENT VOUCHER

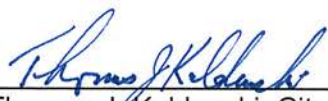
ESTIMATE NO: One (1)
DATE: August 27, 2018
PERIOD ENDING: July 31, 2018
CONTRACT: 2018 Pavement Management Program
PROJECT NO: 2018-09B Seal Coat

TO: Pearson Bros, Inc.
11079 Lamont Ave. NE
Hanover, MN 55341

Original Contract Amount	\$411,717.00
Total Addition	\$0.00
Total Deduction	\$0.00
Total Contract Amount.....	\$411,717.00
Total Value of Work to Date.....	\$369,580.20
Less Retained (5%)	\$18,479.01
Less Previous Payment.....	\$0.00
Total Approved for Payment this Voucher.....	\$351,101.19
Total Payments including this Voucher	\$351,101.19

Approvals:

Pursuant to our field observation, I hereby recommend for payment the above-stated amount for work performed through July 31, 2018.

Signed by:  August 27, 2018
Thomas J. Kaldunski, City Engineer

Signed by: _____
Pearson Bros, Inc. Date

Signed by: _____
George Tourville, Mayor August 27, 2018

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolution Receiving Bids and Awarding Contract for the Public Works Maintenance Facility HVAC Improvements

Meeting Date: August 27, 2018
 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: Central Equipment Fund

PURPOSE/ACTION REQUESTED

Consider resolution receiving bids and awarding contract for the Public Works Maintenance Facility HVAC Improvements.

SUMMARY

Bids were opened at 10:00 a.m. on August 21, 2018 for the subject project. Three contractors submitted bids. The low bid was submitted by Grendahl Mechanical in the amount of \$164,878.00. The project funding is provided from the Central Equipment Fund.

Bidder	5% Bid Bond	Addendum Acknowledged	Total Bid Amount
Grendahl Mechanical	Yes	Yes	\$164,878.00
Pioneer Power Inc.	Yes	Yes	\$198,400.00
Northern Air Corporation	Yes	Yes	\$222,700.00

It is recommended that the City Council adopt the attached resolution awarding the contract for the Public Works Maintenance Facility HVAC Improvements to Grendahl Mechanical for a total bid in the amount of \$164,878.00.

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 THE PUBLIC WORKS
MAINTENANCE FACILITY HVAC IMPROVEMENTS**

RESOLUTION NO. _____

WHEREAS, pursuant to an advertisement for bids for the Public Works Maintenance Facility HVAC Improvements, 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	Addendum Acknowledged	Total Bid Amount
Grendahl Mechanical	Yes	Yes	\$164,878.00
Pioneer Power Inc.	Yes	Yes	\$198,400.00
Northern Air Corporation	Yes	Yes	\$222,700.00

WHEREAS, Grendahl Mechanical is the lowest responsible bidder for a total contract amount of \$164,878.00.

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 Grendahl Mechanical in the name of the City of Inver Grove Heights for the Public Works Maintenance Facility HVAC Improvements according to plans and specifications therefore approved by the Council and on file at the Office of the City Clerk.
2. The City Clerk is hereby authorized and directed to return, forthwith, to all bidders, the deposits made with their bids except for the deposit of the successful bidder and the next lowest bidder shall be retained until the contract has been signed.
3. The Maintenance Facility HVAC Improvements will be funded through the Central Equipment Fund.

Adopted by the City Council of Inver Grove Heights, Minnesota this 27th day of August 2018

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk



Building a Better World
for All of Us®

BIDS RECEIVED

Public Works Building HVAC Improvements
City of Inver Grove Heights
Inver Grove Heights, Minnesota
Project Manager: Miles Jensen

SEH No. Inver 146552

Bid Date: 10:00 a.m., Tuesday, August 21, 2018

Page 1

Bidder	Addendum Acknowledged	5% Bid Bond	Total Bid Amount
	1		
Grendahl Mechanical Edina, MN	X	X	\$164,878
Pioneer Power Inc. Woodbury, MN	X	X	\$198,400
Northern Air Corporation Vadnais Heights, MN	X	X	\$222,700



Building a Better World
for All of Us®

August 23, 2018

RE: City of Inver Grove Heights, Minnesota
Public Works Building HVAC Improvements
SEH No. INVER 146552

Mr. Scott Thureen
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077

Dear Scott:

On August 21, 2018, three bids were received for the above-referenced project. The bids ranged from a high of \$222,700 to a low of \$164,878. The low bid was submitted by Grendahl Mechanical.

	Contractor	Total Bid
1	Grendahl Mechanical	\$164,878.00
2	Pioneer Power Inc.	\$198,400.00
3	Northern Air Corporation	\$222,700.00

The low bid received was submitted by Grendahl Mechanical, of Edina, Minnesota in the amount of \$164,878.

We have investigated the qualifications of Grendahl Mechanical and find that they have a sufficient understanding of the project and equipment to perform the construction for which it bid.

Accordingly we recommend the project be awarded to Grendahl Mechanical in the amount of \$164,878.

Sincerely,

Nicholas Brula, PE
Project Manager

dmk

s:\f\inver\146552\6-bid-const\bidding docs\recaward1.doc

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolution Receiving Quote and Awarding Contract for the 2018 Raingarden Inlet Retrofits

Meeting Date: August 27, 2018
 Item Type: Consent
 Contact: Thomas J. Kaldunski, 651.450.2572
 Prepared by: Steve W. Dodge, Assistant 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: Storm Water Utility Fund

PURPOSE/ACTION REQUESTED

Consider resolution receiving a quote and awarding contract for the 2018 Raingarden Inlet Retrofits.

SUMMARY

Since the inception of the roadside raingarden program, the design has evolved from a curb-cut to a water quality catch basin with a sump to collect debris and sediment. The new raingarden inlet improves the long-term maintenance and reduces maintenance costs and damage to the raingarden. The City maintenance staff can easily access and clean the raingarden inlet sump with the vac truck.

A quote was submitted for the 2018 Raingarden Inlet Retrofits by M & J services for \$3,185.00 per inlet. The project will be funded by \$22,500 from the Stormwater Utility Fund, approximately \$19,110 for retrofitting 6 inlets and \$3,390 for minor maintenance and installing edging around raingardens being retrofitted. M & J Services was selected because of their familiarity with the project and performance on past successful maintenance projects.

There are 58 raingardens in the City of Inver Grove Heights that need new inlets. Public Works recommends that raingarden retrofit work continue to be budgeted from the Stormwater Utility Fund until the retrofit project is complete. The current funding level will support retrofitting approximately 6 inlets per year.

I recommend that the City Council adopt the resolution receiving the quote and awarding contract to M & J Services in the amount of \$22,500.

SWD/np

Attachments: Resolution
 Quote

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

**RESOLUTION RECEIVING QUOTE AND AWARDING CONTRACT FOR THE 2018 RAINGARDEN
INLET RETROFIT**

RESOLUTION NO. _____

WHEREAS, there are 58 roadside raingardens in the City of Inver Grove Heights that need inlet retrofits; and

WHEREAS, the City requested a quote from M & J Services for the work on the 2018 Raingarden Inlet Retrofit; and

WHEREAS, the quote is as listed:

BIDDER	BID (per raingarden inlet)
M & J Services	\$3,185.00

Plus \$3,390 for additional minor maintenance and edging

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

1. The Mayor and Clerk are hereby authorized and directed to enter into a contract with M & J Services for the work of the 2018 Raingarden Inlet Retrofit, in the amount of \$22,500.00.
2. The 2018 Raingarden Inlet Retrofit shall be funded through the City's Stormwater Utility Fund.

Adopted by the City Council of Inver Grove Heights this 27th day of August 2018

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk



M & J Services LLC
6775 Cahill Avenue
Inver Grove Heights, MN 55076
651-775-0485
mrtrog86@gmail.com

ESTIMATE

ADDRESS

City of Inver Grove Heights
Engineering Department
8150 Barbara Ave.
Inver Grove Heights, MN
55077

ESTIMATE # 1044

DATE 08/07/2018

DATE	ACTIVITY	QTY	RATE	AMOUNT
08/07/2018	Install of C/B retrofit for raingarden inlets. Price is per C/B and is to include the following. Saw cut asphalt and curbs as needed, demolish and haul off site. Excavate area to specified depth for install of new precast structure and cast iron intake. Install precast and iron per spec. Backfill area as needed. Cast new concrete curb. Install new asphalt patch as needed. Repair raingarden soils as needed. Clean site to complete work.	1	3,185.00	3,185.00

TOTAL

\$3,185.00

Accepted By

Accepted Date

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolution Accepting Proposal for Stormwater Review and Construction Observation Services from Barr Engineering Co. for the Industrial Equities Development

Meeting Date: August 27, 2018
Item Type: Consent
Contact: Thomas J. Kaldunski, 651.450.2572
Prepared by: Thomas J. Kaldunski, City Engineer
Reviewed by: Scott D. Thureen, Public Works Director *SDT*

	Fiscal/FTE Impact:
☐	None
☐	Amount included in current budget
☐	Budget amendment requested
☐	FTE included in current complement
☐	New FTE requested – N/A
☒	Other: Developer-provided engineering escrow account

PURPOSE/ACTION REQUESTED

Consider resolution accepting proposal for stormwater review and construction observation services from Barr Engineering Co. for the Industrial Equities Development.

SUMMARY

The Industrial Equities' site consists of clearing and grading an undeveloped parcel and construction of a commercial building with associated drives, parking, and stormwater utilities on approximately 8.2 acres located southeast of the intersection of Yankee Doodle Road and Dodd Road, along the Eagan-Inver Grove Heights boundary.

Attached is a proposal submitted by Barr Engineering. The total estimated cost for the stormwater review and construction observation services is \$4,200. The funding source for these services will be from the Industrial Equities engineering escrow fund to be provided by the developer per the development documents.

Staff recommends that the Council adopt the resolution accepting the proposal from Barr Engineering in the amount of \$4,200 for stormwater review and construction observation services for the Industrial Equities Development as outlined in the documents. The approval is contingent on the final plat and associated development documents being executed by the Developer.

TJK/kf

Attachments: Resolution
Proposal

**CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY**

**RESOLUTION ACCEPTING A PROPOSAL FOR STORMWATER REVIEW AND
CONSTRUCTION OBSERVATION SERVICES FROM BARR ENGINEERING CO. FOR THE
INDUSTRIAL EQUITIES DEVELOPMENT**

RESOLUTION NO. _____

WHEREAS, the Industrial Equities Development consists of clearing and grading an undeveloped parcel and construction of a commercial building with associated drives, parking, and stormwater utilities on approximately 8.2 acres located southeast of the intersection of Yankee Doodle Road and Dodd Road, along the Eagan-Inver Grove Heights boundary; and

WHEREAS, in order to complete stormwater review and construction observation services in a timely manner for Industrial Equities, assistance of a consulting engineering firm is required; and

WHEREAS, City staff requested, and received, a proposal from Barr Engineering Co. for stormwater review and construction observation services; and

WHEREAS, based on the experience of the firm, the scope and associated fee for the proposed services, it was decided that Barr Engineering Co. be selected from the City's engineering consultant pool as the consulting firm for stormwater review and construction observation services.

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

1. The proposal from Barr Engineering Co. is accepted and staff is authorized to enter into a contract in the amount of \$4,200 for stormwater review and construction observation services for the Industrial Equities Development.
2. Funding is provided through the Industrial Equities engineering escrow account to be provided by the developer in accordance with the development documents.
3. The approval is contingent on the final plat and associated development documents being executed by the Developer.

Adopted by the City Council of Inver Grove Heights, Minnesota this 27th day of August 2018

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk



August 15, 2018

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

Re: Engineering services for Industrial Equities Development

Dear Mr. Kaldunski:

Thank you for your request for a proposal to provide engineering services for stormwater facility construction observation for the Industrial Equities commercial development, located in the City of Inver Grove Heights. Attached for your review is a work order containing our proposed scope of services, budget, and schedule for the project. Please contact Greg Fransen (gfransen@barr.com, 952-832-2626), or me (kchandler@barr.com, 952-832-2813), regarding any questions you have regarding the scope of services. If the work order is acceptable please sign and return a copy to us.

Sincerely,

A handwritten signature in black ink that reads "Karen L. Chandler".

Karen Chandler, P.E.
Vice President

A handwritten signature in black ink that reads "Greg Fransen".

Greg Fransen
Project Manager

**Work Order For:
Stormwater Review and Construction Observation Services
for Industrial Equities Commercial Development**

Applicable to Addendum No. 1 and Master Service Agreement Dated June 27, 2012

between

Barr Engineering Co. (Barr)
4300 MarketPointe Drive, Suite 200
Minneapolis, MN 55435

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

Designated Representative:

Karen L. Chandler

Designated Representative:

Tom Kaldunski

I. Scope Language

Barr understands that the Industrial Equities Commercial Development (Project) will consist of clearing and grading a mostly-undeveloped parcel and constructing a commercial building of approximately 95,000 square feet, with associated drives, parking, and stormwater utilities, on approximately 8.2 acres located southeast of the intersection of Yankee Doodle Road and Dodd Road, along the Eagan-Inver Grove Heights boundary. The Project site lies within the Northwest Area of Inver Grove Heights. Barr understands that our scope of work includes construction observation related to the construction of stormwater treatment utilities; vegetation establishment inspections, and computer model updates.

Barr's role in construction observation will be to observe the construction of the stormwater infiltration facility at the site and report deficiencies and compliances to the City. Barr will not direct the work of the contractor.

The scope of work is divided into the following tasks:

Task 1: Construction Observation (performed during 2018) - \$ 2,000

- preconstruction meeting attendance
- construction meeting attendance during infiltration facility construction
- review of soil testing results for imported infiltration media if applicable
- infiltration facility construction observation
- equipment and travel expenses

Task 2: Additional Restoration and Plant Establishment Inspections (performed during 2019) - \$1,200

- three (3) plant establishment site inspections in spring, summer, and fall 2019
- inspection reporting
- travel expenses

Task 3: Model Updates (performed during 2019) - \$500

- Barr will create a PCSWMM stormwater model to match post-construction record plans provided by the City or the Project engineer

Task 7: Project and Task Management - \$500

- Barr will provide construction observation summaries via emails to the developer and City staff

- Barr will communicate with the developer and City as needed to schedule on-site work and to inform all parties of any issues with construction methods
- Barr will provide timely invoices to the City

Fee Estimate Total: (2018-2019) - **\$4,200**

These costs are based on the scope and schedule assumptions as listed below.

Deliverables

Barr will provide the City with the following deliverables during the proposed work:

1. A PCSWMM stormwater model simulating the post-construction hydrologic and hydraulic conditions of the Project site.

II. Maximum Compensation

For the services referenced above, you will pay us for time and expense not to exceed \$4,200 without prior approval, in accordance with the referenced Master Service Agreement.

III. Schedule and Assumptions Upon Which Schedule and Maximum Compensation are Based

The scope of services assumes that Barr will provide services during preconstruction planning and construction work occurring from August 2018 through November 2018; and during restoration and planting from April 2019 through September 2019. This cost proposal does not include work completed during other time periods. Barr will perform additional requested tasks on a time and expense basis outside the scope of this work order.

Additional assumptions are listed below:

- Barr will attend one (1) preconstruction meeting in 2018.
- Barr will perform periodic construction observations during excavation and construction of the planned infiltration basin which may be interspersed between September 2018 and November 2018. Barr assumes three 4-hour visits to the site for infiltration basin construction observation.
- Geotechnical services for pond embankment construction are not included in this scope of work.
- Barr will verify that vegetation types planted at the site are reasonably similar to the City-approved planting palette.
- Barr will perform up to three (3) visits during 2019 to verify plant establishment and maintenance.
- Barr will create a Project stormwater model in PCSWMM. The updated model will incorporate stormwater and site grading details from record plans. Barr will transfer the PCSWMM model to EOR for merging into the larger Northwest Area stormwater model.

ACCEPTED AND AGREED TO:

BARR ENGINEERING CO.

City of Inver Grove Heights

By: Karen L. Chandler

By: _____

Title: Vice President

Title: City Engineer

Date: August 15, 2018

Date: _____

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Approve Promotion of Scott Gubash to Water Plant Operator

Meeting Date: August 27, 2018
 Item Type: Consent Agenda
 Contact: Scott D. Thureen, 651.450.2571
 Prepared by: Janet Shefchik
 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

Approve promotion of Scott Gubash to Water Plant Operator and authorize posting of Utilities Maintenance Worker position.

SUMMARY

Larry Blurton, long time Water Plant Operator for the City, will be retiring effective October 4, 2018. The need to ensure continuity of operations for the City's water treatment system is obviously crucial. In recognition of this and in keeping with the Council approved Utilities Division Succession Plan, Scott Gubash has been training alongside Mr. Blurton for the past 10 months.

The City is required to have at least one person with a Class A Water Treatment license on staff. Mr. Blurton along with Utility Superintendent, Dan Helling, each hold a Class A license. The process to obtain this level of licensure requires several years of time in position. Additionally, each water treatment plant is unique and the training process lengthy. Therefore, appointing an internal candidate to the position under the oversight and continued tutelage of the Superintendent makes the most sense. Mr. Gubash holds a Class B license and has been in training for close to a year, allowing the current plant operator and Superintendent the opportunity to review his proficiency. They are very satisfied with his progress to-date and are confident in his abilities to assume the responsibilities of Water Plant Operator.

Believing that Mr. Gubash is the caliber of candidate best fit for the job, staff recommends council approval of his promotion to Water Plant Operator, effective beginning October 5, 2018. Based on his current salary, we recommend setting the salary for Mr. Gubash at Step 2 of the Water Plant Operator pay grade. Additionally, he will serve a one-year probationary period, during which time, the Public Works Director and Superintendent will evaluate his performance based on the attainment of goals and progress towards Class A licensure. In order to ensure adequate staffing levels for on-going operations, staff also seeks authorization to immediately begin the recruitment process for a Utility Maintenance Worker.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

PERSONNEL ACTIONS

Meeting Date: August 27, 2018
 Item Type: Consent Agenda
 Contact: Janet Shefchik, HR Manager
 Prepared by: Carrie Isaacson, Admin Svc Coord
 Reviewed by: Janet Shefchik, HR Manager

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 confirm and approve the personnel actions listed below:

Full-Time Employment:

Moser, Jacob, Civil Engineer

Part-Time/Temporary/Seasonal Employment:

Fire

Brennan, Calli, Firefighter
 Chermak, John, Firefighter
 Culbeaux, Gustavo, Firefighter
 James, Ashley, Firefighter
 McNamara, Derek, Firefighter

Parks-Recreation-VMCC

Alarcon, Joseph, Personal Trainer

Golf Course

Ryan, Ethan, Golf Course Laborer

Resignation/Terminations:

Bencker, Matthew, Lifeguard
 Kurr, Laura, Lifeguard
 Pieper, Nicholas, Lifeguard

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

CHRISTOPHER CHAVEZ - Case No. 18-43V

Meeting Date: August 27, 2018
 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
☐	Other

PURPOSE/ACTION REQUESTED

Consider a Resolution relating to a Variance from maximum fence height in the front yard and to allow a solid fence in the front yard for property located at for property located at 3462 70th Court E.

- Requires a 3/5th's vote.
- 60-day deadline: September 9, 2018 (first 60 days)

SUMMARY

The applicant is requesting a variance to allow a solid fence higher than 42 inches in the front yard. The fence is existing and is 5' 7" tall. The fence is solid wood with lattice on the top.

The applicant applied for a fence permit but was told the fence design did not meet code standards. The applicant did not follow up with revised plans. A recent follow up inspection identified the fence was constructed without a permit and not in compliance with code standards for fences.

ANALYSIS

Staff has always raised concerns with front yard setback variances for any structures. While the fence is only 24 feet long and on just a portion of the yard, it is in the front yard and has potential impacts. Staff does not believe a practical difficulty has been shown.

RECOMMENDATION

Planning Division. Does not support the request as practical difficulty has not been shown.

Planning Commission. The Commission was concerned that the applicant knowingly put up the fence without a permit and hoped it wouldn't be noticed. They were also concerned that this was an after the fact variance and Mr. Chavez should have applied for the variance when he was originally notified that the fence did not meet code standards. The Commission recommended denial as a practical difficulty was not shown (9-0).

Attachments: Resolution denying the Variance
 Planning Staff Report
 e-mails from residents

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

RESOLUTION NO. ____

**RESOLUTION DENYING A VARIANCE TO ALLOW A SOLID FENCE HIGHER THAN
42 INCHES IN THE FRONT YARD**

CASE NO. 18-43V
(Christopher Chavez)

Property located at 3462 70th Court E and legally described as follows:

Lot 4, Block 7, South Grove #8, Dakota County, Minnesota according to the recorded plat thereof.

WHEREAS, an application has been received for a variance to allow a solid fence 5' 7" high in the front yard whereas 42 inches is the maximum fence height in the front yard and to allow a solid fence in the front yard;

WHEREAS, the afore described property is zoned R-1C, Single Family;

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 21, 2018 in accordance with City Code Section City Code 10-3-3:C;

WHEREAS, a practical difficulty or uniqueness was not found to exist based on the following findings:

1. A practical difficulty relating to the physical characteristics of the lot was not shown.
2. The applicant constructed the fence without a permit knowingly violating the fence code criteria.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that the variance to allow a solid fence greater than 42 inches in the front yard is hereby denied.

Adopted by the City Council of Inver Grove Heights this 27th day of August, 2018.

George Tourville, Mayor

Ayes:

Nays:

ATTEST:

Michelle Tesser, City Clerk

P L A N N I N G R E P O R T
CITY OF INVER GROVE HEIGHTS

REPORT DATE: August 17, 2018

CASE NO: 18-43V

HEARING DATE: August 21, 2018

APPLICANT/PROPERTY OWNER: Christopher Chavez

REQUEST: Variance from maximum fence height in front yard and to allow a solid fence within the front yard

LOCATION: 3462 70th Court

COMPREHENSIVE PLAN: LDR, Low Density Residential

ZONING: R-1C, Single Family Residential

REVIEWING DIVISIONS: Planning
Engineering

PREPARED BY: Allan Hunting
City Planner

BACKGROUND

The applicant is requesting a variance to allow a fence 5' 7" high within the front yard setback. The fence is located along the side of the lot and is within 20' 6" from the street. The entire length of the fence (24' 3") is within the 30 foot front yard setback. The ordinance requires all fences within a front yard are to be no taller than 42" and shall be at least 75% open visibility. The reasons for the rule appear to be mainly visibility for traffic and emergency vehicles along the street and driveways. A second reason would be aesthetics, both in uniformity along front views and visual appeal.

The fence was installed without a permit. The applicant originally applied for the fence permit in 2016 but was flagged by Planning since it did not meet code requirements. The applicant was informed of the issue, but nothing was resolved, and the applicant did not follow up with a revised plan for the fence. An inspection was done recently which discovered the fence had been constructed not meeting the code.

The property is located on a cul-de-sac off of 70th Street. The applicant has noted in their narrative that the fence provides much needed privacy from 70th Street.

SPECIFIC REQUESTS

The variance request consists of the following:

1. Variance to allow a fence 5' 7" tall within the front yard setback whereas 42" is maximum allowed and allowing a solid fence within the front yard whereas at least 75% open is required.

EVALUATION OF THE REQUEST

The following land uses, zoning districts, and comprehensive plan designations surround the property:

North – Single family residential; zoned R-1C; guided LDR.
East - IGH fire station; zoned P; guided Public/Institutional.
West – Single family residential; zoned R-1C; guided LDR.
South – Single family residential; zoned R-1C; guided LDR.

Engineering Comments. Engineering has reviewed the application recommends that the property line should be staked by a professional land surveyor to ensure the fence is contained all within the applicant's property.

VARIANCE REVIEW

City Code Title 10, 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 variances, 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 intent of the rule appears to be mainly visibility for traffic and emergency vehicles along the street and driveways. A second reason would be aesthetics, both in uniformity along front views and visual appeal. While the fence is only along a portion of the side yard, it does not block visibility of the property from the street but does affect uniformity of structure setbacks along the street. A solid fence could have an impact on a neighboring property and their visibility from their front yard. The request does not seem to be in harmony with the intent of the code.

2. *The property owner proposes to use the property in a reasonable manner not permitted by the zoning ordinance.*

The code does allow fences within the front yard but the intent is to maintain open front yards along the street.

3. *The plight of the landowner is due to circumstances unique to the property not created by the landowner.*

The property does not appear to contain any unique characteristics that make it unique for the variance requested.

4. *The variance will not alter the essential character of the locality.*

Allowing taller, solid fences in the front yard could have an impact on the character of the area.

5. *Economic considerations alone do not constitute an undue hardship.*
Economic considerations do not appear to be a basis or a sole basis for either of these requests.

ALTERNATIVES

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

1. The property line shall be staked by a professional land surveyor no later than October 31, 2018 to ensure the fence is contained all within the applicant's property.

Practical difficulty: (to be stated)

- B. **Denial:** If the Planning Commission does not favor the proposed request, it should be recommended for denial, which could be based on the following rationale:

1. Approval of the variance could set a precedent for other fences taller than 42 inches located within the front yard.
2. Staff does not believe the practical difficulties criteria have been met.

RECOMMENDATION

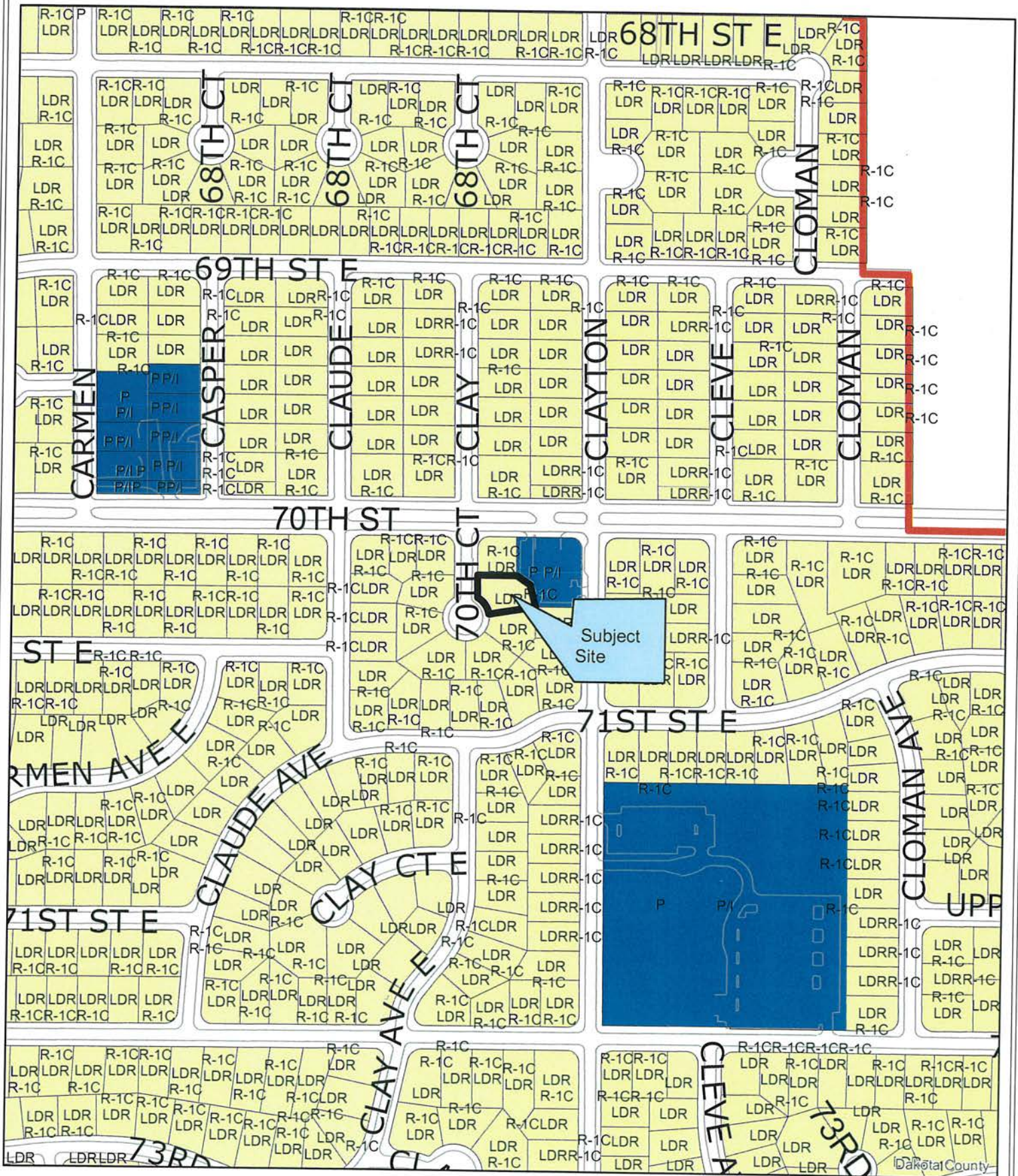
Staff does not believe the criteria for a variance has been shown and therefore recommends denial of the request.

Attachments: Exhibit A –Location Map
Exhibit B –Narrative
Exhibit C – Site Plan
Exhibit D – Pictures
Exhibit E – Letter from Neighbor



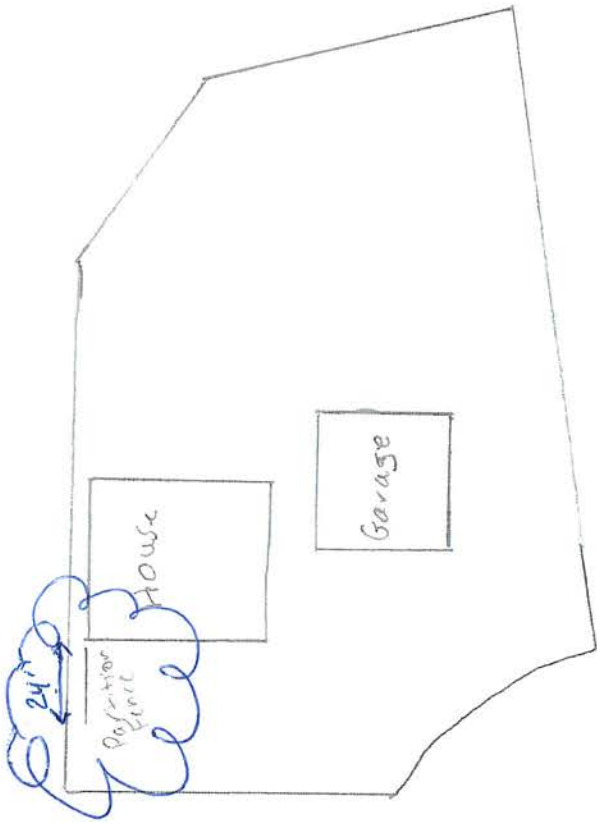
Location Map

Case No. 18-43V



Chavez

I am requesting a variance for height and transparency requirements for my fence/partition. It stands 4' 7" tall with an additional see through lattice at the top bringing the total height to 5'7". It is three fence panels, 8' each, for a total length with posts of 24' 3" It still remains 20' 6" from the street. This offers much needed privacy from 70th street (even neighbors inside the cul-de-sac have indicated they appreciate the additional privacy as well as how beautiful and well maintained it is), as well as privacy and an aesthetic upgrade from my neighbor directly butting up with the fence border. This neighbor also indicated they liked how it looks and that it keeps their children from putting their toys into our yard, and creates a boundary for them. We take a lot of pride in our yard, and wanted something beautiful to be a barrier between the busy traffic and noise from 70th street, and our neighbor. The fence/partition does not interfere with anything that would require the city getting access to the house, and with it sitting so far from the street, it does not interfere with plows in the winter.





To Whom It May Concern,

6/30/2018

I am neighbors with Chris and Cathy Chavez. I am writing to let you know that I absolutely love the partition they put up two years ago in their yard. The partition has created a needed amount of privacy from 70th St. noise and traffic. The partition is also visually appealing and creates a more aesthetically pleasing look for our cul-de-sac. Chris and Cathy take great pride in their yard and how it looks. This is greatly appreciated as a fellow neighbor. My family always looks forward to all the different decorations and arrangements they seasonally put out in their yard. I have also used their partition as a border for my own children. They are instructed to not go past Chris and Cathy's partition when they ride their bikes in our cul-de-sac. Please allow this partition to stay. It would be disappointing to see it go.

Thanks,

A handwritten signature in cursive script that reads "Jennifer Corrow". The signature is written in dark ink and is positioned above the printed name.

Jennifer Corrow

3448 70th Ct. E.

Add to 3.01

Allan Hunting

From: Chris Chavez <chriswolves1@yahoo.com>
Sent: Sunday, August 19, 2018 10:26 PM
To: Allan Hunting; Kim Fox
Subject: Case# 18-43V

(chavez)

Hello,

I just want to correct the record on the Background for this case. I understand it may not have an impact on the Planning Commissions recommendation, but I would still like the information corrected for when the City Council sees it.

I was going to put in a permit to build the fence in July 2015, however, I saw the 42" requirement, so I left the paperwork at the City Building to determine how I was going to proceed. I never finished filling out the application or submitting it. I went home & read through the ordinance, and seeing that it was enforced on a complaint basis, I proceeded with building the fence. I had already had all of the materials and assistance lined up for that weekend. It has been up since 2015, and there have not been any complaints. It was not flagged Planning. The only reason it is an issue now, is that 2 years later, someone cleaning off their desk found the unfinished permit (we spoke directly with the person in the office who found the paperwork). Nicole sent someone by to check our property. They saw the fence was up, so they started the process of having us take it down. I spoke to several people to find out what we could do, hence, this variance application request.

Sincerely,

Chris Chavez

Item 3.01

Allan Hunting

(Chavez)

From: Kara Perry
Sent: Tuesday, August 21, 2018 3:55 PM
To: Allan Hunting
Subject: Fw: Case#18-43V

From: rob thompson <rthompson@crs9.com>
Sent: Tuesday, August 21, 2018 3:32 PM
To: Kara Perry
Subject: Case#18-43V

Hello,

I am sending this e-mail behalf of our neighbors Chris and Cathy Chavez. The city recently requested that they take down their nice decorative fence on the side of their house. We live on 70th court and all the neighbors get along really well. We take pride in our court and we really like it when someone does something to better their home and the neighborhood.

Now, from what I hear Chavez's next step is to appeal to the 4 city council members. I really hope you will consider letting them keep their fence and I really hope our city is still about making our community a nicer place to live.

Thank you

Rob Thompson
President

Center Recovery Services, LLC
5782 Blackshire Path Suite B
Inver Grove Heights, MN 55076
Office: 651-493-3689
Toll Free: 877-575-5677
Fax (877) 904-9120
Cell: 651-270-3849
rthompson@crs9.com



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

IMH (Hannah Meadows) PUD Approval Extension

Meeting Date: August 27, 2018
Item Type: Regular Agenda
Contact: Allan Hunting 651.450.2554
Prepared by: Allan Hunting, City Planner
Reviewed by: Planning

PURPOSE/ACTION REQUESTED

Approve a Resolution requesting a two year PUD extension for the Hannah Meadows Planned Unit Development.

- Requires 3/5th's vote

SUMMARY

The City Council approved the preliminary plat and preliminary PUD development plan for Hannah Meadows on October 25, 2015. The project consists of a residential development with 42 single family homes, 36 townhomes and one 160-200 unit apartment building. The project is located in the northeast quadrant of Hwy 3 and 70th Street.

The applicant requested a two year extension to the PUD approval in order to provide more time for the development to occur. The City Council approved the extension as a consent item on September 12, 2016.

The applicant is requesting an additional two year extension to provide more time for the development to occur.

Over the years, staff has received a few inquiries from developers as the site has been marketed for development. Various types of developments have been suggested from all apartments to all townhomes. No significant changes have been made to any city plans or other road improvement plans that were not known when the project was originally approved in 2015. The right-of-way needs for the Hwy 3/70th round-a-bout were already known and taken into account with the original approval.

Since a project has not commenced in over three years, should extensions continue to be granted or should the approvals expire and the developer make new application when a new project is proposed.

RECOMMENDATION: Staff raises concerns with allowing an additional two year extension for a project that may not become reality. If there are changes to the design, a new approval would be required anyway.

Attachments: Resolution authorizing a two year extension to the preliminary PUD
Applicant Letter of Request
Preliminary PUD Site Plan

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION GRANTING A TWO (2) YEAR EXTENSION FOR THE
PRELIMINARY PUD APPROVAL OF HANNAH MEADOWS (RESOLUTION NO.
15-172)

WHEREAS, an application was approved by the City Council on October 26, 2015 for Preliminary PUD Development Plan for the plat of Hannah Meadows for property legally described as:

The Southwest Quarter of the Southwest Quarter of Section 5,
Township 27N, Range 22W, Dakota County, Minnesota

WHEREAS, the aforementioned Preliminary PUD Development Plan was approved through the adoption of Resolution No. 15-172;

WHEREAS, pursuant to City Code Title 10-13A-10.J, extensions to a preliminary PUD may be granted if requested within one year of approval. The number of extensions and time period of an extension is up to the City Council;

WHEREAS, on September 12, 2016, the City Council approved a two-year extension to the approved plans to expire on September 11, 2018.

WHEREAS, no changes have occurred to the zoning or comprehensive plan designation since October 26, 2015 or September 11, 2018 that would change the facts of the original Preliminary PUD Development Plan, nor have changes to the neighborhood occurred that would change the original facts.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that the Preliminary PUD Development Plan extension granted by Resolution No. 15-172 shall hereby be valid for two additional years until August 26, 2020.

BE IT FURTHER RESOLVED that the terms and conditions found in Resolution No. 15-172 shall remain in effect.

Adopted by the City Council of Inver Grove Heights this 27th day of August, 2018.

George Tourville, Mayor

Ayes:

Nays:

ATTEST:

Michelle Tesser, City Clerk



Financial Corporation

AHEAD OF THE FUTURE

M 480.840.8400 F 602.926.0343 E info@imhfc.com
7001 N. Scottsdale Rd, Suite 2050, Scottsdale, Arizona 85253
www.imhfc.com / IMH Holdings, LLC / BK 0920166

August 10, 2018

Allan Hunting, City Planner
City of Inver Grove Heights
8150 Barbara Ave
Inver Grove Heights, MN 55077

RE: PUD extension for Hannah Meadows

Dear Mr. Hunting:

IMH Financial Corporation, on behalf of its subsidiary IMH Special Asset NT-175-IGH, LLC ("IMH"), the owner of the Hannah Meadows property, is requesting a 2-year extension to our Final PUD for Hannah Meadows. Since our city approval for Preliminary Plat on October 26, 2015 we have continued to pursue the development of this project. Recently, however, Dakota County, in cooperation with the City of Inver Grove Heights and the Minnesota Department of Transportation, provided plans to construct right of way improvements in the form of a roundabout on the southwest corner of our property. The project required the acquisition of certain property rights to complete the improvements. As such, IMH sold approximately 4 acres for easements necessary to effectuate the right of way improvements. In light of these changes, the requested extension will allow us to update our infrastructure cost estimates and continue our development pursuits with a home builder.

We are excited for the development of this site and look forward in continuing our work with the City.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Joe Walsh', written over a large, stylized blue loop.

Joe Walsh
Vice President of Development

Call 48 Hours before digging:
811 or call811.com
Common Ground Alliance

Existing Property Description

Property description per Chicago Title Insurance Company Commitment No. 231016

The Southwest Quarter of the Southwest Quarter of Section 5, Township 27, Range 22, DeKalb County, Minnesota.

Development Data

EXISTING ZONING:	
A. AGRICULTURAL	
S. 100' x 150' P-3C/PAU	
SIT AREA:	
39.54 AC	
OUTLOTS:	
A	555,640 SF (12.68 AC)
B	59,301 SF (1.36 AC)
C	117,018 SF (2.686 AC)
D	79,076 SF (1.815 AC)
E	16,875 SF (0.385 AC)
F	258,632 SF (5.919 AC)
G	48,468 SF (1.113 AC)
NET DEVELOPABLE AREA:	
32.91 AC	
GROSS AREA:	
39.54 AC	
NETLAND AREA:	
1.72 AC	
APPROX. R.O.M.:	
4.93 AC	
PROPOSED HOMES:	
42	
PROPOSED TOWNHOMES:	
36	
FUTURE APARTMENT BUILDING:	
180-200+ (100-175 PARKING SPACES FOR SURFACE AND UNDERGROUND)	

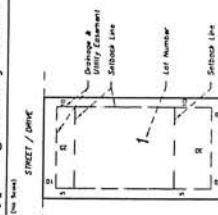
Lot Standards

SETBACKS
25' FRONT
10' SIDE
10' REAR
10' TOTAL (5' GARAGE, 10' DWELLING)
10' SIDE FROM COLLECTOR
20' SIDE FROM COLLECTOR
40' FRONT/REAR FROM COLLECTOR
50' FROM C.R. 25 AND HWY 3

Development Notes

1. ALL LOT DIMENSIONS ARE ROUNDED TO THE NEAREST FOOT.
2. ALL AREAS ARE ROUNDED TO THE NEAREST SQUARE FOOT.
3. STREET NAMES ARE SUBJECT TO APPROVAL BY THE CITY.
4. DRAINAGE AND UTILITY EASEMENTS SHALL BE PROVIDED AS REQUIRED.
5. STREET WIDTHS SHOWN ARE FROM BACK OF CURB TO BACK OF CURB.

Typ. Single Family Lot Detail



Westwood

Westwood Professional Services, Inc.
10000 Westwood Drive
Suite 100
Westwood, MN 55125
Phone: (612) 438-1111
Fax: (612) 438-1112
Email: info@westwoodmn.com
www.westwoodmn.com

Project Name: IMH Special Asset 175-IGH LLC
7001 North Scenic Road
Scenic, Minnesota 55073
Project No.: 175-IGH
Date: 8/18/15
License No.: 43338

Designed by: JPH
Checked by: JPH
Drawn by: JPH
Scale: As Shown
North Arrow: North

Prepared for:
IMH Special Asset 175-IGH LLC
7001 North Scenic Road
Scenic, Minnesota 55073

Hannah Meadows
Preliminary Site Plan & Plat Exhibit
Lower Green Heights, Minnesota

Date: 10/7/15 Sheet: 1 OF 1

0' 100' 200' 300'



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Authorizing Distribution of the Draft Fourth Generation Inver Grove Heights' Water Resources Management Plan (WRMP)

Meeting Date: August 27, 2018
 Item Type: Regular
 Contact: Scott D. Thureen, 651-450-2571
 Prepared by: Scott D. Thureen, Public Works Director
 Reviewed by: *S.D.T.*

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 authorizing distribution of the Draft Fourth Generation Inver Grove Heights' Water Resources Management Plan (WRMP).

SUMMARY

The City is required by Minnesota Statutes 103B.235 to prepare a local water management plan (our Water Resources Management Plan) and to update it per the requirements by Minnesota Rules 8410.0160. The City's Water Resources Management Plan (WRMP) must be approved by both of the Watershed Management Organizations (WMOs) that the City is part of, the Eagan-Inver Grove Heights Watershed Management Organization, and the Lower Mississippi River Watershed Management Organization. Per the rules, the City must update its plan within two years prior to the 2040 Comprehensive Plan approval.

The engineering consulting firm Wenck was selected to prepare the WRMP update. Staff has worked with the firm to prepare the subject draft. This update meets the minimum statutory requirements.

Staff from Wenck will provide a brief, high-level overview of the major changes included in the WRMP update.

The remaining tasks in the approval process are:

1. Submit to the Lower Mississippi River WMO and the Eagan-Inver Grove Heights WMO for formal 60-day review, and the Met Council for 45-day review (August 2018)
2. Receive comments from the Lower Mississippi River WMO, Eagan-Inver Grove Heights WMO, and the Met Council (October 2018)
3. Address comments and gain approval from the WMOs (October/November 2018)
4. City to formally adopt Plan (December 2018)

Staff recommends that Council authorize distribution of the Draft Fourth Generation Water Resources Management Plan.

TJK/kf

Attachments: Executive Summary from WRMP

1.0 Executive Summary

1.0 LOCATION AND HISTORY

The City of Inver Grove Heights (City) is located in northern Dakota County, about 10 miles south of downtown St. Paul. The City covers 19,205 acres, or 30 square miles, and has a current population of about 35,000. The City is expected to have a population of over 37,000 by 2020. **Figure 1** in **Appendix A** shows the location of the City in the seven-county Twin Cities Metropolitan Area.

The City of Inver Grove Heights traces its beginnings to 1852, when pioneers staked claims in an area known as Inver Grove. Attracted by the area's access to the Mississippi River, these settlers from Ireland and Germany quickly established a community. Those of Irish decent clustered their farms along what is now known as Rich Valley Boulevard, which had been built by Captain William B. Dodd's military crews from Fort Snelling. Settlers from Germany laid claim to the wooded farmland in the northwest portion of the community, clearing and cultivating fields among the area lakes. Other settlers from France and England built homes along the Mississippi River.

By April of 1858, the Township of Inver Grove Heights was incorporated and the first Board of Supervisors was elected. From 1858 until 1880, hundreds of settlers were attracted to the township that was named after an Irish fishing village ("Inver") and commemorating the homeland of the German settlers ("Grove"). By 1880 the area consisted of more than 240 individual farms, four churches, and four school districts.

In 1886 the Chicago Great Western Railroad was built in the township adjacent to the river attracting hotels, taverns, butcher shops, and a railroad repair center; this area became known as the "Village." The Town Board built a town hall and jail and had jurisdiction over the schools in the area. The original town hall was replaced by a second village hall that was constructed on Doane Trail in the 1930s as part of a W.P.A. project. The current City Hall complex was constructed in the 1980s.

As commercial and industrial expansion took place in the late 1880s, people living in the one square mile area adjacent to the railroad separated themselves from the surrounding area by incorporating as the Village of Inver Grove in 1909. The two entities existed side by side for more than 56 years. After considerable debate, voters chose to create the City of Inver Grove Heights in 1965 by combining the village and the township into one government entity.

1.1 PURPOSE & SCOPE

The purpose of this Water Resources Management Plan (WRMP) is identical to the purpose given in Minnesota Statute 103B.201 for metropolitan water management programs. According to statute, the purposes of these water management programs are to:

- Protect, preserve, and use natural surface and groundwater storage and retention systems;
- Minimize public capital expenditures needed to correct flooding and water quality problems;
- Identify and plan for means to effectively protect and improve surface and groundwater quality;
- Establish more uniform local policies and official controls for surface and groundwater management;
- Prevent erosion of soil into surface water systems;
- Promote groundwater recharge;

- Protect and enhance fish and wildlife habitat and water recreational facilities; and
- Secure the other benefits associated with proper management of surface and ground water.

This WRMP will guide the City of Inver Grove Heights in protecting, preserving, and managing its surface water resources and stormwater system. This plan meets the requirements of Minnesota Statutes 103B.235, Minnesota Rules Chapter 8410, and the watershed organizations with jurisdiction in the City—the Lower Mississippi River Watershed Management Organization (LMRWMO) and the Eagan-Inver Grove Heights WMO. **Figure 1-2 in Appendix A** shows the coverage of the LMRWMO and the Eagan-Inver Grove Heights WMO in the City.

1.2 WATER RESOURCE MANAGEMENT RELATED AGREEMENTS

The City of Inver Grove Heights has entered into the following water resource management related agreements:

1. Joint Powers Agreement establishing the Lower Mississippi River Watershed Management Organization (LMRWMO)—the original joint powers agreement between the seven member cities (including Inver Grove Heights) went into effect in 1985. The revised and restated joint powers agreement was developed and signed in 2001, after LMRWMO adoption of the second generation watershed management plan. The 3rd Generation LMRWMO watershed management plan was completed in August of 2011 and subsequently amended in August of 2015. The joint powers agreement for the LMRWMO was amended in 2014 to include additional area in Mendota Heights.
2. Joint Powers Agreement establishing the Eagan-Inver Grove Heights Watershed Management Organization. This agreement went into effect on January 7, 2014. The WMO's first generation watershed management plan was adopted in June 2016.
3. Joint Powers Agreement with the City of Eagan regarding the Southern Lakes water tower, which includes discussions about storm sewers.

1.3 PLAN ORGANIZATION AND SUMMARY OF PROBLEMS/ISSUES, GOALS, AND POTENTIAL SOLUTIONS

The Inver Grove Heights Water Resources Management Plan (WRMP) sets the course for the City's management of the water resources and stormwater within the City. The WRMP provides data and other background information, outlines the applicable regulations, assesses city-wide and specific issues, sets goals and policies for the City and its resources, and lists implementation tasks to achieve the goals. The WRMP also provides information regarding the funding of the implementation program. The WRMP is organized into six major sections, summarized as follows:

Section 1.0 Executive Summary

Section 1 provides information about the City's location and history, and summarizes the highlights of the WRMP, including the WRMP purpose and scope, goals, policies and implementation tasks.

Section 2.0 Land and Water Resource Inventory

Section 2 provides technical information describing the surface and subsurface conditions of the City. The first part of Section 2 (Section 2.0) presents the city-wide inventory, including land use,

public utilities, climate and precipitation, topography, soils, geology, groundwater, MDNR public waters, wetlands, surface water resource monitoring information, water body classification, floodplain information, unique features and scenic areas, pollutant sources, and major basins and overall drainage patterns. The second part of Section 2 (Section 2.1) presents an inventory of the 22 major drainage basins in the City, including information about watersheds, watershed area, land use, and other notable information. This information is presented in Sections 2.1.1 through 2.1.22:

2.1.1 110th Street Drainage Basin	2.1.12 Northwest Drainage Basin
2.1.2 Albavar Path Drainage Basin	2.1.13 Old Village Drainage Basin
2.1.3 Arbor Pointe Drainage Basin	2.1.14 Pine Bend Drainage Basin
2.1.4 Argenta Trail Drainage Basin	2.1.15 Rich Valley Drainage Basin
2.1.5 Babcock Trail Drainage Basin	2.1.16 Rosemount Drainage Basin
2.1.6 Barnes Avenue Drainage Basin	2.1.17 Simley Lake Drainage Basin
2.1.7 Eagan Drainage Basin	2.1.18 Skyline Village Drainage Basin
2.1.8 Highway 110-494 Drainage Basin	2.1.19 South Grove Drainage Basin
2.1.9 Inver Grove Trail Drainage Basin	2.1.20 South Marcott Lakes Drainage Basin
2.1.10 Jefferson Trail Drainage Basin	2.1.21 Sunfish Lake Drainage Basin
2.1.11 Mississippi River Drainage Basin	2.1.22 Valley Park Drainage Basin

Section 2 includes a number of maps, such as city-wide maps of land use, MDNR public waters, wetlands, and drainage basins, and maps showing the drainage patterns for each major drainage basin. This section also includes a number of tables, such as precipitation information, the City's lakes and their classification, water quality information, and tables for each drainage basin summarizing the watershed data and hydrologic modeling results.

Section 3.0 Goals and Policies

Section 3 presents the WRMP's purpose; background goals, policies, and other information from the City's 2030 Comprehensive Plan (completed March 2010), the Northwest Area Guiding Documents and Ordinances; the City's goals and policies; and the regulatory framework and agency responsibilities. The WRMP goals and policies are organized to cover nine major topics:

3.3.1 Water quality of lakes and ponds

Goal:

*Water bodies designated as lakes by the City (see **Table 2-8**) will be managed to meet the City's water quality criteria or for non-degradation of water quality, with allowance for natural variability.*

The WRMP includes policies that reference the City's lake classification system, which is presented in Section 2. Specific policies call for the City to: recruit volunteers to collect water quality data for the City lakes; use the monitoring data to determine appropriate lake management actions; address future total maximum daily load (TMDL) requirements; and to require or seek opportunities to provide pretreatment of stormwater runoff.

3.3.2 Stormwater runoff quality, rates, and volumes

Goal 1:

Operate, manage, and maintain the City's stormwater system to ensure proper functioning of the system and to meet the requirements of the City's NPDES Phase II MS4 Permit and other agency requirements.

Under this goal, the WRMP includes policies pertaining to the City's NPDES Phase II MS4 Permit and SWPPP.

Goal 2:

Improve the quality of stormwater runoff reaching the Mississippi River by reducing nonpoint source pollution (including sediment) carried as stormwater runoff.

Goal 3:

Minimize flood damage to residential, business, commercial and public structures and property, and protect against increased flooding caused by land disturbing activities and other projects.

Goal 4:

Reduce volumes of stormwater runoff and the amount of impervious surfaces in the developed parts of the City.

Goal 5:

In the Northwest Area—limit the rates and volumes, and increase the treatment of stormwater runoff, by managing stormwater runoff as close to its source as possible and mimicking the system's natural hydrology. Incorporate the "treatment train" approach with a goal to provide 50% of water quality treatment (that is, 50% of 85% TSS and 55% P removal) upstream of the regional basins, major basins, and bioretention basins in a development.

Under these goals, the WRMP includes policies requiring implementation of best management practices (BMPs) to reduce total suspended solids and total phosphorus by 85% and 55%, respectively; requiring submittal of stormwater management plans for land alteration and development activities; requiring infiltration of the first 1 inch of runoff from new impervious surfaces; requiring implementation of low impact development techniques in the Northwest Area and considering their implementation in other parts of the City; requiring developers follow the City's stormwater guidance document for the Northwest Area; requiring the placement of skimming devices at pond outlets, requiring post-development peak discharge rates to not exceed existing discharge rates for the 2-year, 10-year, and 100-year events; requiring 10-year "level of service" and 100-year level of protection for the City's stormwater system; describing the City's response to citizen-identified drainage issues; and requiring WMO review and approval of projects with intercommunity impacts. There should be no increase in volume for the 5-year, 24 hour event. For additional information regarding Low Impact Development (LID) required design concepts please refer to the Northwest Area Stormwater Manual on the City's website.

3.3.3 Floodplain management

Goal:

Minimize flood damage to residential, business, commercial, and public structures and property, and protect against increased flooding caused by land disturbing activities and other projects.

Under this goal, the WRMP includes policies calling for the City to implement and enforce its ordinances to prevent/minimize flood damages, including lowest floor elevation requirements (with special requirements for landlocked basins); removal of structures in the Mississippi River floodplain in the Old Village/Concord Boulevard neighborhoods; and to consider recruiting volunteers to monitor water levels on City lakes.

3.3.4 Erosion and sediment control

Goal 1:

Prevent erosion and sedimentation to the greatest extent possible.

Goal 2:

Regulate land-disturbing activities to protect against erosion and sedimentation.

Goal 3:

Implement soil protection and sedimentation controls to maintain health, safety, and welfare.

Goal 4:

Enforce erosion and sediment controls consistent with ordinances, SWPPP, and MS4 Program.

Under these goals, the WRMP includes policies regarding the City's general requirements for preparation and submittal of erosion and sediment control plans, calling for City inspection of projects; and calling for the City to collect a cash surety. The City's existing Erosion Control Ordinances will be updated consistent with the SWPPP Application for Reauthorization.

3.3.5 Wetland management

Goal 1:

Preserve wetlands for water retention, recharge, soil conservation, wildlife habitat, aesthetics, and natural enhancement of water quality.

Goal 2:

Achieve no net loss of wetlands, in conformance with the Minnesota Wetland Conservation Act (WCA) and associated rules (Minnesota Rules 8420).

Under these goals, the WRMP includes policies regarding the City's role as the Local Government Unit (LGU) responsible for administering the Wetland Conservation Act; and calling for the City to complete a phased wetland inventory and assessment, implement wetland management standards in the Northwest Area and consider implementing such standards in other areas of the City, and finalize the development of the City's wetlands ordinance.

3.3.6 Recreation, habitat and shoreland management

Goal:

Protect and enhance fish and wildlife habitat and recreation opportunities, and maintain shoreland integrity.

Under this goal, the WRMP includes policies calling for the City to continue enforcing its shoreland ordinance and Critical Area Plan, implement natural resource management standards in the Northwest Area and consider implementing such standards in other areas of the City, maintain existing public access to City lakes and seek to obtain easements for passive access to

lakes where there is currently no access (i.e., during development or redevelopment), consider performing natural resource inventories, and consider identifying disturbed shoreland areas.

3.3.7 Education and public involvement

Goal 1:

Increase public support of the City's stormwater and water resource related efforts.

Goal 2:

Inform the public about the City's water resources and stormwater system, including their use, protection, and management.

Goal 3:

Raise public awareness regarding the steps they can take to reduce pollutants in stormwater runoff.

Goal 4:

Involve the public in stormwater management programs and decision-making.

Goal 5:

Perform public education and outreach, and invite public participation and involvement consistent with the City's NPDES Phase II MS4 Permit.

Under these goals, the WRMP includes policies calling for the City to implement the education and public involvement-related BMPs identified in the City's SWPPP for its NPDES Phase II MS4 permit, consider recruiting and training volunteers for monitoring and other activities, and to incorporate public involvement and public education efforts into all of the City's significant proposed projects.

3.3.8 Groundwater

Goal 1:

Protect the quality and quantity of the City's groundwater resources and aquifer recharge areas.

The City is developing a wellhead protection plan (started in 2012). Once completed and adopted, the City will implement this document. This includes encouraging groundwater recharge and protection of groundwater recharge areas, and continued implementation of its SSTS ordinance.

Goal 2:

The City will continue to participate in the Southeast Metro Groundwater Group.

3.3.9 Funding

Goal 1:

Achieve appropriate funding level through the City's stormwater utility to fund the costs of the City's stormwater system.

The City established a Stormwater Utility Ordinance in 2007 without any fee structure adopted. In 2011, a fee schedule was approved and billings began in 2012.

Adequate funding is essential for the City to implement its WRMP policies. Under this goal, the WRMP includes policies calling for the City to continue to review and update stormwater utility. As appropriate, the City will request cost sharing and/or grant assistance from the LMRWMO for intercommunity water resource projects; and seek LMRWMO assistance in determining cost allocations for intercommunity projects.

Goal 2:

Pursue grant funding to assist in funding stormwater improvement projects. This may include working with Dakota County Soil and Water Conservation District as well as other programs.

Section 4.0 Assessment of Problems and Issues

This section presents and discusses the status of problems and issues in the City, in the following topic areas: water quality, stormwater runoff rates and volumes, erosion and sediment control, and adequacy of existing programs. Within each topic area (except adequacy of existing programs), general issues are discussed first, followed by more specific issues. The unresolved or ongoing location-specific issues discussed in this section are shown on **Figure 4-1**.

Water quality

Under this topic, the WRMP discusses general stormwater runoff quality issues (e.g., nonpoint source runoff and phosphorus loadings), impaired waters and TMDL issues (e.g., reaches of the Mississippi River on the impaired waters list, and MPCA impaired waters listing criteria according to ecoregion), and specific water quality issues.

Stormwater runoff rates and volumes

Under this topic, the WRMP discusses general issues (e.g., impacts of land development on stormwater rates and volumes, landlocked basin issues, flooding damages, and floodplain management) and specific issues (e.g., intercommunity issues—Seidls Lake, Dawn Way and 59th Street, Trailer Court Pond (MnDOT), Babcock Trail, Argenta Trail Drainage Basin, and Eagan Drainage Basin); and local city issues—Dixie Avenue/Dickman Trail Stormwater Improvements, 78th St/Concord Blvd Stormwater Improvements, 64th St/Doffing Ave Storm Sewer Improvements, Concord Blvd/77th St/Dickman Trail Storm Sewer Improvements, properties in the floodplain of the Mississippi River in the Old Village/Concord Boulevard neighborhoods, provision for future discharge from Babcock Trail and Valley Park drainage basins into the South Grove drainage basins, Marcott Lakes high water levels, and citizen-identified drainage issues.

Erosion and sediment control

Under this topic, the WRMP discusses the general causes and impacts of erosion and sedimentation, specific examples of erosion and sedimentation problems in the City, the City's implementation and enforcement of its ordinances and approval processes pertaining to erosion and sediment control, and the NPDES construction permit.

Adequacy of existing programs

This section discusses the adequacy of the City's ordinances and official controls (including a description of the City's stormwater guidance document for the Northwest Area (*Inver Grove Heights Stormwater Manual Northwest Area (December 2006)*), the LMRWMO classification system, the City's education and public involvement program, maintenance of the City's stormwater system, groundwater protection, and the City's capital improvement and implementation programs.

In 2014, the City and Barr Engineering initiated a Special Studies Report to review and update modeling, mapping, and subwatershed information to account for development and other changes. The models for seven basins were updated by Wenck in 2018 using PC SWMM. The City intends to continue to update the stormwater maps and modeling as development occurs (maintain a current, frequently updated model).

Section 5.0 Implementation Program

Section 5 describes the significant components of the City's WRMP implementation program, including its NPDES Phase II MS4 permit, operation and maintenance of its stormwater system, education and public involvement, funding, design standards, ordinance implementation and official controls, implementation priorities, and WRMP update and amendment procedures.

The implementation program is presented at the end of Section 5 in **Table 5-1**. The implementation program includes a project description, cost estimate, potential funding sources, and proposed year of implementation for every year from 2014-2023.

Section 6.0 References

Appendix A – Figures

Appendix B – Inver Grove Heights Storm Water Pollution Prevention Program (SWPPP) Application for Reauthorization and MS4 General Permit

Appendix C – Potential Future Projects List