

INVER GROVE HEIGHTS CITY COUNCIL AGENDA
MONDAY, MARCH 23, 2009
8150 BARBARA AVENUE
7:30 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. Minutes – March 9, 2009 Regular Council Meeting _____
 - B. Resolution Approving Disbursements for Period Ending March 18, 2009 _____
 - C. Consider Pay Voucher No. 9 for City Project No. 2003–15 – Northwest Area Trunk Utility Improvements _____
 - D. Resolution Approving Individual Project Order No. 6B with Kimley–Horn and Associates, Inc. for City Project No. 2003–03 – Southern Sanitary Sewer System – Construction Phase Services _____
 - E. Resolution Approving Compromise Agreements with SRW Properties, LLC for the Dismissal of Assessment Appeal relating to City Project No. 2003–03 _____
 - F. Resolution Approving Compromise Agreements with Rodger & Sherryl Espeseth for the Dismissal of Assessment Appeal relating to City Project No. 2003–03 _____
 - G. Personnel Actions _____
5. **PUBLIC COMMENT** – Public comment provides an opportunity for the public to address the Council on items that are not on the Agenda. Comments will be limited to three (3) minutes per person.
6. **PUBLIC HEARINGS:**
 - A. Consider a Resolution Ordering the Project, Approving Plans and Specifications, and Authorizing Advertisement for Bids for the 2009 Pavement Management Program, City Project No. 2009–09D – Urban Street Reconstruction Project (South Grove Area 4) _____
 - B. Consider a Resolution Ordering City Project No. 2008–11 – Southern Sanitary Sewer System, East Segment Improvements _____
7. **REGULAR AGENDA:**

COMMUNITY DEVELOPMENT:

- A. **CITY OF INVER GROVE HEIGHTS;** Consider the First Reading of an Ordinance Amendment to Section 510 (Subdivision Regulations) of the City Code adopting regulations related to street naming and addressing _____
- B. **CITY OF INVER GROVE HEIGHTS;** Consider Resolution Approving an Agreement Between Dakota County, Eagan, and Inver Grove Heights for a Regional Roadway System Visioning Study _____

PUBLIC WORKS:

- C. **CITY OF INVER GROVE HEIGHTS;** Consider Resolution Approving the Conveyance and Waiver Agreements, Quit Claim Deeds and Easement Agreements with the Affected Landowners Voluntarily Conveying the T.H. 52 Direct Access Rights to and from Private Briggs Drive and Public Clark Road to the City relating to City Project No. 2007-17 _____
- D. **CITY OF INVER GROVE HEIGHTS;** Resolution Approving the Joint Powers Agreement between Dakota County Soil and Water Conservation District for Technical Services on the Raingarden Project included in City Project No. 2009-09D _____
- E. **CITY OF INVER GROVE HEIGHTS;** Consider Resolutions Calling for Hearing on Proposed Assessments and Declaring Costs to be Assessed and Ordering Preparation of Proposed Assessments for City Project No. 2008-11 - Southern Sanitary Sewer System, East Segment Improvements _____
- F. **CITY OF INVER GROVE HEIGHTS;** Ordering City Project No. 2007-17 - Clark Road Extension (from T.H. 52 to Briggs Drive) _____

ADMINISTRATION

- G. **CITY OF INVER GROVE HEIGHTS;** Approve Revised Additional Services Compensation _____
- H. **CITY OF INVER GROVE HEIGHTS;** Approve Additional Services City Council Chambers _____
- I. **CITY OF INVER GROVE HEIGHTS;** Consider 2009 Budget Amendment _____

8. MAYOR AND COUNCIL COMMENTS

**INVER GROVE HEIGHTS CITY COUNCIL MEETING
MONDAY, MARCH 9, 2009 - 8150 BARBARA AVENUE**

CALL TO ORDER/ROLL CALL The City Council of Inver Grove Heights met in regular session on Monday, March 9, 2009, in the City Council Chambers. Mayor Tourville called the meeting to order at 7:30 p.m. Present were Council members Grannis, Klein, Madden, and Piekarski Krech; City Administrator Lynch, Assistant City Administrator Teppen, City Attorney Kuntz, Public Works Director Thureen, Community Development Director Link, Parks & Recreation Director Carlson, Finance Director Lanoue and Deputy Clerk Rheaume.

3. PRESENTATIONS: None.

4. CONSENT AGENDA:

Councilmember Klein removed item **4A, Minutes of February 23, 2009 Regular Council Meeting**, from the Consent Agenda.

Councilmember Madden removed item **4E, Accept Proposal from Keys Well Drilling Company for Well Pump No. 5 Rehabilitation**, from the Consent Agenda.

Councilmember Grannis removed items **4F, Resolution Approving Plans & Specifications and Authorizing Advertisement of Bids for City Project No. 2009-01, Trunk Highway 3 and Proposed 80th Street (County Road 28) Intersection Improvements** and **4K, Approve Agreement with Elert and Associates**, from the Consent Agenda.

Councilmember Piekarski Krech removed item **4J, Schedule Special Meetings**, from the Consent Agenda.

- B. Resolution 09-36** Approving Disbursements for Period Ending March 4, 2009
- C.** Pay Voucher No. 7 for City Project No. 2003-03, Southern Sanitary Sewer System Improvements
- D.** Pay Voucher No. 12 for City Project No. 2003-15A, Northwest Area Utility Improvements – Lift Station R-9.1
- G.** Award Bid for National Guard Gymnasium Floor Replacement
- H.** Consider Application for Exempt Charitable Gambling Permit
- I.** Approve Renewal of 3.2% Off-Sale Liquor License for PDQ Store #212
- L.** Personnel Actions

Motion by Klein, second by Madden, to approve the Consent Agenda.

Ayes: 5

Nays: 0 Motion carried.

- A.** Minutes of February 23, 2009 Regular Council Meeting

Councilmember Klein corrected page 6 of the minutes to reflect that he voted against the motion to approve the alignment of the southern section of the Mississippi River Regional Trail.

Councilmember Grannis corrected the vote total for item 7C to reflect that Councilmember Piekarski Krech also voted against the motion to approve the vacation of a portion of Barbara Avenue. He also stated that the word “producing” on page 2, under item 7A, should be changed to “reducing”.

Motion by Klein, second by Madden to approve the Minutes of the February 23, 2009 Regular Council Meeting with changes as noted.

Ayes: 5

Nays: 0 Motion carried.

E. Accept Proposal from Keys Well Drilling Company for Well Pump No. 5 Rehabilitation

Councilmember Madden questioned why an invoice from 2003 was included in the packet.

Mr. Thureen responded that the invoice was provided for historical information to illustrate what the cost was for work done in the past. He stated that staff is seeking approval to accept the lowest proposal.

Motion by Klein, second by Grannis, to accept proposal from Keys Well Drilling Company for Well Pump No. 5 Rehabilitation

Ayes: 5

Nays: 0 Motion carried.

F. Resolution Approving Plans & Specifications and Authorizing Advertisement of Bids for City Project No. 2009-01, Trunk Highway 3 and Proposed 80th Street (County Road 28) Intersection Improvements

Mr. Thureen clarified that they do not have approval from Mn/DOT on all the areas needed. He noted the item would be brought back for Council approval in a couple of weeks.

No Action was taken on this item.

J. Schedule Special Meetings

Councilmember Piekarski Krech stated she would not be available to meet on March 30th.

Ms. Teppen explained that two special meetings with the Council and task force members are requested to review the alternates for the proposed public safety addition/city hall renovation project and the financing for the proposed project with Steve Apfelbacher of Ehlers and Associates.

Mayor Tourville suggested that both items be discussed on April 6th at 5:30 p.m. so all of the Council members can attend.

Motion by Piekarski Krech, second by Klein, to schedule a special meeting on April 6th at 5:30 p.m. in the City Council Chambers

Ayes: 5

Nays: 0 Motion carried.

K. Approve Agreement with Elert and Associates

Councilmember Grannis stated that he could not see entering into a contract at this time because it is not known if the proposed public safety addition/city hall renovation project is going to move forward.

Councilmember Piekarski Krech concurred with Councilmember Grannis' statement.

Ms. Teppen explained that if the project was to move forward the phone and cable lines would need to be relocated and given the proposed project schedule staff felt it would be advantageous to begin negotiations with Qwest and Comcast as soon as possible to make sure that there are no delays should the project be ordered. She noted that the \$4,000 fee is proposed to be funded via the MIS Fund.

Mayor Tourville stated that he agrees that it would be a good idea to begin negotiating, however he would like to see the City save the money and negotiate with Qwest and Comcast themselves. He volunteered to assist Ms. Teppen, free of charge, with the negotiations with Comcast and Qwest.

No Action was taken on this item.

5. PUBLIC COMMENT: None.

6. PUBLIC HEARINGS:

A. CITY OF INVER GROVE HEIGHTS; Consider a Resolution Adopting the Final Assessment Role for City Project No. 2007-09E, 2007 Pavement Management Program, 46th Street East Bituminous Pavement Removal and Replacement Project

Mr. Thureen stated that the project was initiated by the City Council as part of the City's Pavement Management Program and was ordered on May 29, 2007 and the project responsibilities were defined in a Joint Powers Agreement with the City of South St. Paul. He explained that the project included the removal of the existing bituminous pavement and aggregate base to a depth of four inches, subgrade correction where necessary, minor curb and gutter replacement and installation of four inches of new bituminous pavement and boulevard restoration. He stated that the City's cost for the project was \$20,424.21. He explained that five parcels are proposed to be assessed. He noted that staff proposed that the City contribute 25% of the total project cost (\$5,106.06) from the Pavement Management fund because the project was more substantial than a mill and overlay and less substantial than a reconstruction. He stated that the proposed assessment amount is \$15,318.15 with an interest rate of 5.8 percent, over a 10-year term. He noted that a neighborhood information meeting was held and an email objecting to the proposed assessment was received from one property owner. He added that the City of South St. Paul assessed the project at a higher rate than what staff has proposed for Inver Grove Heights.

Motion by Piekarski Krech, second by Klein, to receive the letter submitted by the owner of the property located at 2760 46th St.

Ayes: 5

Nays: 0 Motion carried.

Motion by Klein, second by Piekarski Krech, to close the public hearing

Ayes: 5

Nays: 0 Motion carried.

Mayor Tourville asked if the project was successful.

Mr. Thureen responded in the affirmative.

Motion by Klein, second by Grannis, to approve Resolution 09-37 adopting the Final Assessment Role for City Project No. 2007-09E, 2007 Pavement Management Program, 46th Street East Bituminous Pavement Removal and Replacement Project

Ayes: 5

Nays: 0 Motion carried.

7. REGULAR AGENDA:

COMMUNITY DEVELOPMENT:

- A. **BEAUCLAIR CONSTRUCTION;** Consider a Resolution relating to a Variance to exceed the allowed impervious surface coverage to construct an addition onto an existing home located at 8355 Cooper Way E.

Mr. Link explained that the applicant submitted a request to construct an addition that would exceed the allowed maximum impervious coverage on the 13,750 square foot, R-1C, Single Family Residential zoned lot. He stated that City Code allows for 20% (2,750 square feet) maximum impervious coverage on lots zoned R-1C, and currently the lot features 23% (3,270 square feet) of impervious coverage. He noted that the proposed addition, if approved, would increase the impervious coverage on the lot to 28% (3,838 square feet). He explained that Planning staff recommended denial of the request because the property does not have any conditions that make it unique for the zoning district it is in, the applicant is not being denied reasonable use of the property and approval of the request may set a precedent for future applications of a similar nature. He added that the Planning Commission recommended approval of the request on a 5-2 vote stating that the hardship is that the request was in compliance prior to the recent zoning ordinance amendment.

Councilmember Madden questioned if there were any objections received from neighbors and also if the proposed addition would cause the property to become out of character with the rest of the neighborhood.

Mr. Link responded that no objections were received and that the proposal would be consistent with the

character of the neighborhood.

Ken Beauclair, Beauclair Construction, asked the Council to consider the fact that 30% impervious coverage was allowed when the home was originally purchased and the limit was reduced to 20% at the last minute.

Councilmember Klein questioned if the applicant would be willing to build a rain garden. He also commented that he was never in favor of the reduction to 20% and would like to see that issue revisited by staff and Council.

Mayor Tourville stated that he would be in favor of allowing 30% impervious coverage because the property is a large corner lot and the addition would not be noticed or out of character in the neighborhood.

Councilmember Grannis stated that he would vote against a motion to approve the variance request because there is no legal hardship to justify approval of the request.

Motion by Klein, second by Madden, to adopt Resolution No. 09-38 approving a Variance to exceed the allowed impervious surface coverage to construct an addition onto an existing home located at 8355 Cooper Way E. because the request would have been in compliance with the ordinance prior to its modification.

Ayes: 4

Nays: 1 (Grannis) Motion carried.

ADMINISTRATION:

B. CITY OF INVER GROVE HEIGHTS; Approve Additional Services Compensation

Ms. Teppen explained that the City and BKV Group signed an agreement for architectural services for the proposed public safety addition/city hall renovation project. She stated that there were items outside of that contract that the City Council asked BKV Group to include during the design development phase. She noted that credit was received for items that were included in the original contract and subsequently removed by the Council during design development. She stated that the BKV Group is seeking a total adjustment to compensation of \$27,464. She added that staff budgeted \$37,000 to cover additional services, and added that the owner's representative team from Krech, O'Brien & Mueller reviewed the invoice and recommended approval.

Mayor Tourville suggested that the Council not approve the invoice as presented and instead direct staff to review the cost and time put into each additional item with the Owner's Representative team and the BKV Group. He stated that his major concern was the cost associated with the additional basement storage.

The City Council directed staff to further review the invoice with the BKV Group and the Owner's Representative team.

C. CITY OF INVER GROVE HEIGHTS; Consider Third Reading of an Ordinance Amending City Code Section 320.03 relating to Disposal of Unclaimed Property & Approval of Agreement with PropertyRoom.com

Mr. Kuntz explained this is the third reading of an ordinance which allows there to be online auction bidding for the sale of surplus or unclaimed property of the City. He stated there have been no changes to the ordinance since the second reading. He clarified that the term of the contract is one year. He added that the contract does indicate that the City does retain the right to choose which property is disposed of via the online auction method. He explained that an addendum was added to the contract that to further clarify that the contract is not exclusive and the City has the right to choose which property is sent to PropertyRoom.com.

Motion by Klein, second by Madden, to approve Ordinance No. 1188 amending City Code Section 320.03 relating to Disposal of Unclaimed Property & Approval of Agreement with PropertyRoom.com with the addendum as proposed by Mr. Kuntz.

Ayes: 5

Nays: 0 Motion carried.

8. MAYOR AND COUNCIL COMMENTS:

Councilmember Madden commented on a letter received with no contact information.

Councilmember Klein discussed the poor condition of Cahill Avenue from Cuneen to Concord and stated that staff needs to look at a way to fix that stretch of road.

Councilmember Madden asked if staff was still researching the tenting issue affecting many City streets.

Mr. Thureen responded that Mn/DOT is still looking at that issue and has not come up with a good method to resolve it yet.

Councilmember Klein suggested getting together with representatives of the various homeowner associations in the City to try to come up with a solution to the financing issues surrounding the repair of many of the streets in town.

Mr. Thureen indicated that there would possibly be a meeting on April 18th.

Mayor Tourville stated that they also need to look at College Trail.

Ms. Teppen provided an update on some of the upcoming events in the City including Spring Clean-Up Day, the annual Rabies and Dog Licensing Clinic, and reminded residents that commission applications are available at City Hall or on the City's website.

Mr. Carlson discussed the upcoming job fair at Inverwood Golf Course as well as the scheduled Community Center and golf course focus group meetings.

9. ADJOURN: Motion by Madden, second by Klein, to adjourn. The meeting was adjourned by a unanimous vote at 8:26 p.m.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: March 23, 2009
 Item Type: Consent
 Contact: Cathy Shea 651-450-2521
 Prepared by: Cathy Shea Asst. Finance Director
 Reviewed by: N/A

Fiscal/FTE Impact:

<input type="checkbox"/>	None
<input checked="" type="checkbox"/>	Amount included in current budget
<input type="checkbox"/>	Budget amendment requested
<input type="checkbox"/>	FTE included in current complement
<input type="checkbox"/>	New FTE requested – N/A
<input type="checkbox"/>	Other

PURPOSE/ACTION REQUESTED

Approve the attached resolution approving disbursements for the period of March 5, 2009 to March 18, 2009.

SUMMARY

Shown below is a listing of the disbursements for the various funds for the period ending March 18, 2009. The detail of these disbursements is attached to this memo.

General & Special Reveune	\$284,743.65
Debt Service & Capital Projects	568,425.13
Enterprise & Internal Service	195,973.35
Escrows	2,904.29
	<hr/>
Grand Total for All Funds	<u><u>\$1,052,046.42</u></u>

If you have any questions about any of the disbursements on the list, please call Cathy Shea at 651-450-2521 or Vickie Gray, Accounting Technician at 651-450-2515.

Attached to this summary for your action is a resolution approving the disbursements for the period March 5, 2009 to March 18, 2009, and the listing of disbursements requested for approval.

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

**RESOLUTION APPROVING DISBURSEMENTS FOR THE
PERIOD ENDING MARCH 18, 2009**

WHEREAS, a list of disbursements for the period ending March 18, 2009 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	\$ 284,743.65
Debt Service & Capital Projects	568,425.13
Enterprise & Internal Service	195,973.35
Escrows	<u>2,904.29</u>
Grand Total for All Funds	<u>\$ 1,052,046.42</u>

Adopted by the City Council of Inver Grove Heights this 23th day of March, 2009.

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy City Clerk

City of Inver Grove Heights
CHECK REGISTER BY FUND

Prepared: 03/18/2009, 13:47:47
Program: GM179L
Bank: 00 City of Inver Grove Heights

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
03/09/2009	93131	POTBELLY SANDWICH WORKS	city of inver grove hghts	101-1000-413.50-75		3/2009 * Total	163.46 163.46
03/11/2009	93132	ACE PAINT & HARDWARE	acct 1126	101-6000-451.60-65		3/2009 * Total	10.74 10.74
03/11/2009	93133	AFSCME COUNCIL 5	city of inver grove hghts	101-0000-203.10-00		3/2009 * Total	956.24 956.24
03/11/2009	93137	APA	id 082861	101-3000-419.50-70		3/2009 * Total	75.00 75.00
03/11/2009	93143	CDW GOVERNMENT INC	acct 2394832	101-4000-421.60-41		3/2009 * Total	108.62 108.62
03/11/2009	93147	COPY RIGHT	city of inver grove hghts	101-4000-421.50-30		3/2009 * Total	178.72 178.72
03/11/2009	93149	DAKOTA CITY TREASURER-AU	cust 5070	101-4000-421.70-30		3/2009	1,172.00
			cust 5070	101-4200-423.70-50		3/2009	1,125.12
						* Total	2,297.12
03/11/2009	93150	DAKOTA CITY TREASURER-AU	cust 5070	101-4000-421.70-30		3/2009	932.52
			cust 5070	101-4200-423.70-50		3/2009	997.96
						* Total	1,930.48
03/11/2009	93151	DAKOTA ELECTRIC ASSN	acct 2468379	101-6000-451.40-20		3/2009 * Total	349.70 349.70
03/11/2009	93152	DAKOTA ELECTRIC ASSN	acct 3935632	101-6000-451.40-20		3/2009	143.14
			acct 2501658	101-6000-451.40-20		3/2009	51.16
						* Total	194.30
03/11/2009	93154	DELL MARKETING	cust 019368783	101-4000-421.60-40		3/2009 * Total	76.00 76.00
03/11/2009	93167	IUOE	city of inver grove hghts	101-0000-203.10-00		3/2009 * Total	1,419.81 1,419.81
03/11/2009	93170	KRUEGER EXCAVATING	duplicate contr license	101-0000-321.95-00		3/2009 * Total	50.00 50.00
03/11/2009	93171	LELS	city of inver grove hghts	101-0000-203.10-00		3/2009 * Total	1,170.00 1,170.00
03/11/2009	93172	LELS SERGEANTS	city of inver grove hghts	101-0000-203.10-00		3/2009 * Total	210.00 210.00
03/11/2009	93174	LEVANDER, GILLEN & MILL	CLIENT 81000E	101-1000-413.30-40		3/2009	240.00
			CLIENT 81000E	101-1000-413.30-42		3/2009	24,446.69
			CLIENT 81000E	101-2000-415.30-42		3/2009	234.00
			CLIENT 81000E	101-3200-419.30-42		3/2009	2,179.20
			CLIENT 81000E	101-3300-419.30-42		3/2009	36.00

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
03/11/2009	93174	LEVANDER, GILLEN & MILL	CLIENT 81000E CLIENT 81000E CLIENT 81000E	101-4000-421.30-42 101-5000-441.30-42 101-6000-451.30-42		3/2009 3/2009 3/2009 * Total	3,117.36 4,329.07 1,357.28 35,939.60
03/11/2009	93175	LILLIE SUBURBAN NEWSPAP	acct 1363	101-3200-419.50-25		3/2009 * Total	9.60 9.60
03/11/2009	93176	LINK, THOMAS	APA CONFERENCE	101-3000-419.50-80		3/2009 * Total	695.00 695.00
03/11/2009	93178	MENARDS - WEST ST. PAUL	acct 30170270 acct 30170270	101-6000-451.40-47 101-6000-451.40-47		3/2009 3/2009 * Total	48.73 71.03 119.76
03/11/2009	93180	METROPOLITAN COUNCIL EN	city of inver grove hgts	101-0000-341.40-00		3/2009 * Total	540.00- 540.00-
03/11/2009	93186	MN SOCIETY OF CPA'S	attende; ann lanone	101-2000-415.50-80		3/2009 * Total	368.00 368.00
03/11/2009	93187	MTI DISTRIBUTING CO	cust 91180	101-6000-451.50-80		3/2009 * Total	125.00 125.00
03/11/2009	93190	NEXTEL COMMUNICATIONS	acct 487383319087	101-6000-451.50-20		3/2009 * Total	283.00 283.00
03/11/2009	93198	QWEST	acct 6514577674	101-6000-451.50-20		3/2009 * Total	40.95 40.95
03/11/2009	93199	QWEST	acct 6514577671	101-6000-451.50-20		3/2009 * Total	40.95 40.95
03/11/2009	93200	QWEST	acct 6514530219	101-6000-451.50-20		3/2009 * Total	40.95 40.95
03/11/2009	93201	QWEST	acct 6515520672	101-6000-451.50-20		3/2009 * Total	40.97 40.97
03/11/2009	93207	SAM'S CLUB	acct 7715090061172300	101-1100-413.50-75		3/2009 * Total	86.33 86.33
03/11/2009	93210	SENSIBLE LAND USE COALI	allan hunting/h. botten	101-3200-419.50-80		3/2009 * Total	76.00 76.00
03/11/2009	93212	SHERWIN-WILLIAMS	cust 668254535	101-4200-423.40-40		3/2009 * Total	31.84 31.84
03/11/2009	93215	STREAMLINE DESIGN INC	inver grove fire dept inver grove fire dept	101-4200-423.60-45 101-4200-423.60-45		3/2009 3/2009 * Total	92.50 40.00 132.50
03/11/2009	93218	TIMESAVER OFF SITE SEC	city of inver grove hgts	101-1100-413.30-70		3/2009	228.00

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
03/11/2009	93219	TOTAL CONSTRUCTION & EQ	city of inver grove hghts	101-6000-451.40-47		* Total	228.00
						3/2009	88.40
						* Total	88.40
03/11/2009	93220	TRACTOR SUPPLY CREDIT P	acct 6035301200183679	101-5200-443.60-40		3/2009	84.31
			acct 6035301200183679	101-6000-451.60-16		3/2009	11.82
			acct 6035301200183679	101-6000-451.60-40		3/2009	87.11
						* Total	183.24
03/11/2009	93222	UNIFORMS UNLIMITED	acct i14866	101-4000-421.60-45		3/2009	69.03
						* Total	69.03
03/11/2009	93223	UNITED WAY	CITY OF INVER GROVE HGTS	101-0000-203.13-00		3/2009	188.00
						* Total	188.00
03/11/2009	93225	USA MOBILITY WIRELESS I	acct 61192662	101-4000-421.50-20		3/2009	14.48
						* Total	14.48
03/11/2009	93231	XCEL ENERGY	acct 5160255967	101-5400-445.40-20		3/2009	31.02
						* Total	31.02
03/11/2009	93232	XCEL ENERGY	acct 5170946691	101-5400-445.40-20		3/2009	31.05
						* Total	31.05
03/11/2009	93233	XCEL ENERGY	acct 5183943582	101-5400-445.40-20		3/2009	31.14
						* Total	31.14
03/11/2009	93234	XCEL ENERGY	acct 5147791673	101-6000-451.40-10		3/2009	1,085.23
			acct 5147791673	101-6000-451.40-20		3/2009	1,419.50
						* Total	2,504.73
03/12/2009	93236	U OF M - WDCP	attende; nicholas hahn	101-5100-442.50-70		3/2009	100.00
						* Total	100.00
03/18/2009	93239	ACE PAINT & HARDWARE	cust 1126	101-4200-423.60-65		3/2009	3.18
			cust 1126	101-4200-423.60-65		3/2009	1.47
						* Total	4.65
03/18/2009	93241	ADMINISTRATION RESOURCE	city of inver	101-1100-413.30-55		3/2009	12.30
			city of inver	101-2000-415.30-55		3/2009	28.70
			city of inver	101-3000-419.30-55		3/2009	8.30
			city of inver	101-3200-419.30-55		3/2009	4.15
			city of inver	101-3300-419.30-55		3/2009	13.95
			city of inver	101-4000-421.30-55		3/2009	61.15
			city of inver	101-5000-441.30-55		3/2009	5.65
			city of inver	101-5100-442.30-55		3/2009	25.60
			city of inver	101-6000-451.30-55		3/2009	1.92
						* Total	161.72
03/18/2009	93246	BAUER, MIKE	training - meals	101-4200-423.50-75		3/2009	38.23
						* Total	38.23

City of Inver Grove Heights
CHECK REGISTER BY FUND

Prepared: 03/18/2009, 13:47:47
Program: GM179L
Bank: 00 City of Inver Grove Heights

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
03/18/2009	93248	BERNARDY, DANIEL	state fire school	101-4200-423.50-75		3/2009 * Total	284.65 284.65
03/18/2009	93251	BOTTEN, HEATHER	conf registration	101-3200-419.50-80		3/2009 * Total	765.00 765.00
03/18/2009	93253	BRIGUET, RICHARD	meals state school	101-4200-423.50-75		3/2009 * Total	35.98 35.98
03/18/2009	93258	CEAM C/O LEAGUE OF MN C	member; steve dodge member; steve dodge	101-5000-441.50-70 101-5100-442.50-70		3/2009 3/2009 * Total	60.00 60.00 120.00
03/18/2009	93260	CITY OF MINNEAPOLIS	attende;adam wiederhoeft	101-4000-421.50-80		3/2009 * Total	450.00 450.00
03/18/2009	93261	CLEAN N PRESS	inver grove pd	101-4000-421.50-40		3/2009 * Total	19.69 19.69
03/18/2009	93265	COUNTRY INN - ST CLOUD	Joe Merchak Mar 31-apr 2	101-3300-419.50-80		3/2009 * Total	156.80 156.80
03/18/2009	93266	COUNTRY INN - ST CLOUD	Joe Merchak jun 2-jun 5	101-3300-419.50-80		3/2009 * Total	235.20 235.20
03/18/2009	93267	CULLIGAN	acct 157984591006	101-4200-423.60-65		3/2009 * Total	5.28 5.28
03/18/2009	93269	CULLIGAN	acct 157984591188	101-4200-423.60-65		3/2009 * Total	5.00 5.00
03/18/2009	93272	DAKOTA CITY PROPERTY REC	november 2009 november 2009 november 2009	101-2000-415.30-70 101-4000-421.30-70 101-5100-442.30-70		3/2009 3/2009 3/2009 * Total	1.20 1.68 65.20 68.08
03/18/2009	93273	DAKOTA CITY WATER RESOUR	inver grove hgts	101-3300-419.30-70		3/2009 * Total	4,422.33 4,422.33
03/18/2009	93274	DAKOTA ELECTRIC ASSN	acct 4267134	101-5400-445.40-20		3/2009 * Total	25.68 25.68
03/18/2009	93276	DANKO EMERGENCY EQUIPME	cust invm	101-4200-423.30-70		3/2009 * Total	124.73 124.73
03/18/2009	93280	EDM PUBLISHERS, INC.	ref 15287872	101-3300-419.50-70		3/2009 * Total	98.78 98.78
03/18/2009	93281	EHLERS AND ASSOCIATES,	city of inver grove city of inver grove	101-1100-413.30-70 101-1100-413.30-70		3/2009 3/2009 * Total	102.50 533.75 636.25
03/18/2009	93286	FIRST IMPRESSION GROUP,	cust 3022	101-6000-451.50-25		3/2009	571.92

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03/18/2009	93290	G & K SERVICES	acct 7494701 streets	101-5200-443.60-45		* Total	571.92
			acct 7494701 streets	101-6000-451.60-45		3/2009	44.84
			acct 7494701 streets	101-5200-443.60-45		3/2009	49.48
			acct 7494701 streets	101-6000-451.60-45		3/2009	49.32
						* Total	198.11
03/18/2009	93294	GOVERNMENT TRAINING SER	attende; heather botten	101-3200-419.50-80		* Total	55.00
03/18/2009	93297	HARTLEY, WADE	mileage - fire school	101-4200-423.50-65		3/2009	98.56
			lunch - fire school	101-4200-423.50-75		3/2009	10.69
						* Total	109.25
03/18/2009	93298	HEALTH PARTNERS	inver grove hgts	101-0000-203.07-00		3/2009	84,004.45
			inver grove hgts	101-0000-203.08-00		3/2009	6,739.52
						* Total	90,743.97
03/18/2009	93299	HEALTH PARTNERS	inver grove hgts	101-0000-203.07-00		3/2009	178.93
			inver grove hgts	101-0000-203.08-00		3/2009	511.52
						* Total	690.45
03/18/2009	93303	ICC	cust 296400	101-3300-419.50-80		3/2009	250.00
			cust 296400	101-3300-419.50-80		3/2009	590.00
						* Total	840.00
03/18/2009	93304	ICC	cust 296400	101-3300-419.60-18		3/2009	150.75
						* Total	150.75
03/18/2009	93305	ICMA	cust id 140922	101-1100-413.50-70		3/2009	119.00
						* Total	119.00
03/18/2009	93310	INVERCITY PRINTING INC	city of inver grove	101-3300-419.50-30		3/2009	132.83
			inver grove hgts fd	101-4200-423.50-30		3/2009	78.97
						* Total	211.80
03/18/2009	93313	J-C PRESS	cust id 1598	101-1100-413.50-32		3/2009	3,458.70
						* Total	3,458.70
03/18/2009	93315	KENNEDY & GRAVEN	city of inver grove hgts	101-1100-413.30-44		3/2009	1,190.99
						* Total	1,190.99
03/18/2009	93318	KIRSTIN BARNNESS	city of inver grove hgts	101-1100-413.30-70		3/2009	1,500.00
						* Total	1,500.00
03/18/2009	93322	LEAGUE OF MN CITIES	city of inver grove	101-4000-421.50-80		3/2009	80.00
						* Total	80.00
03/18/2009	93323	LEVANDER, GILLEN & MILL	client 92000E	101-4000-421.30-41		3/2009	19,068.38
						* Total	19,068.38
03/18/2009	93324	LILLIE SUBURBAN NEWSPAP	acct 1363	101-3200-419.50-25		3/2009	9.60

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
03/18/2009	93324	LILLIE SUBURBAN NEWSPAP	acct 1363	101-1100-413.50-25		3/2009	6.40
			acct 1363	101-1100-413.50-25		3/2009	76.80
			acct 1363	101-1100-413.50-25		3/2009	355.20
			acct 1363	101-6000-451.50-25		3/2009	76.92
			acct 1363	101-2000-415.50-25		3/2009	27.20
						* Total	552.12
03/18/2009	93326	LOCAL GOVERNMENT INFORM	city of inver grove	101-4000-421.70-30		3/2009	3,780.00
						* Total	3,780.00
03/18/2009	93327	LYNN PEAVEY COMPANY	cust 550020	101-4000-421.60-65		3/2009	40.50
						* Total	40.50
03/18/2009	93333	MIKE'S SHOE REPAIR, INC	inver grove hgts fd	101-4200-423.60-45		3/2009	12.00
						* Total	12.00
03/18/2009	93334	MINNEAPOLIS OXYGEN CO.	cust 113505	101-4200-423.40-42		3/2009	105.12
						* Total	105.12
03/18/2009	93336	MN BOARD OF PEACE OFFIC	inver grove hgts pd	101-4000-421.50-70		3/2009	1,350.00
						* Total	1,350.00
03/18/2009	93338	MN SOCIETY OF CPA'S	attende; cathy shea	101-2000-415.50-80		3/2009	617.00
						* Total	617.00
03/18/2009	93339	MN STATE COLLEGES & UNI	cust 3626	101-4200-423.30-70		3/2009	208.65
						* Total	208.65
03/18/2009	93340	MSFCA - MN CHAPTER	attende; frank martin	101-3300-419.60-18		3/2009	25.00
						* Total	25.00
03/18/2009	93341	MUNICIPAL EMERGENCY SER	inver grove hgts fd	101-4200-423.60-45		3/2009	11,691.89
						* Total	11,691.89
03/18/2009	93346	PATNAUDE, JOHN	hotel - fire school	101-4200-423.50-75		3/2009	241.98
						* Total	241.98
03/18/2009	93351	RANK, PAUL	hotel/meals fire school	101-4200-423.50-75		3/2009	285.01
						* Total	285.01
03/18/2009	93356	S & T OFFICE PRODUCTS	SANDY	101-4200-423.60-65		3/2009	19.14
			1099	101-3000-419.60-40		3/2009	17.05
			1100	101-3200-419.60-10		3/2009	47.06
			binders - finance	101-2000-415.60-65		3/2009	152.03
			acct s28777	101-1100-413.60-40		3/2009	9.50
			1113	101-3300-419.60-40		3/2009	21.06
			1116	101-5100-442.60-65		3/2009	131.06
						* Total	396.90
03/18/2009	93363	STREICHER'S	cust 285	101-4000-421.60-45		3/2009	59.99
						* Total	59.99
03/18/2009	93370	TRI-COUNTY ASSOCIATION	inver grove hgts pd	101-4000-421.50-70		3/2009	50.00

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03/18/2009	93372	UNIFORMS UNLIMITED	acct i14866	101-4000-421.60-45		* Total	50.00
03/18/2009	93374	USA MOBILITY WIRELESS I	acct 03174091 police	101-4000-421.50-20		* Total	101.22
03/18/2009	93375	VERIZON WIRELESS	acct 580565481 engineer	101-5200-443.50-20		* Total	101.22
03/18/2009	93376	W.E. NELSON STUCCO	duplicate permit	101-0000-322.10-00		* Total	43.39
03/18/2009	93377	XCEL ENERGY	acct 5164318574	101-4200-423.40-10		* Total	43.39
03/18/2009	93378	XCEL ENERGY	acct 5164318574	101-4200-423.40-20		* Total	189.38
03/18/2009	93380	XCEL ENERGY	acct 5164351291	101-5400-445.40-20		* Total	189.38
03/18/2009	93379	XCEL ENERGY	acct 5152791130	101-5200-443.40-20		* Total	59.00
03/18/2009	93381	XCEL ENERGY	acct 5152791130	101-5200-443.40-20		* Total	59.00
03/18/2009	93380	XCEL ENERGY	acct 5188494737	101-5400-445.40-20		* Total	2,795.38
03/18/2009	93381	XCEL ENERGY	acct 5151854463	101-4000-421.40-42		* Total	911.87
03/11/2009	93204	RIVER HEIGHTS CHAMBER O	acct 5737	100 Checks	** Fund Total	* Total	3,707.25
03/11/2009	93148	DAKOTA CTY PROPERTY REC	city of inver grove	399-9000-570.30-70		* Total	109.02
03/11/2009	93219	TOTAL CONSTRUCTION & EQ	city of inver grove hgts	402-6000-451.30-70		* Total	215.79
03/11/2009	93180	METROPOLITAN COUNCIL EN	city of inver grove hgts	404-0000-217.00-00		* Total	9,249.32
				1 Checks	** Fund Total	* Total	9,465.11
				1 Checks	** Fund Total	* Total	111.66
				1 Checks	** Fund Total	* Total	111.66
				1 Checks	** Fund Total	* Total	38.94
				1 Checks	** Fund Total	* Total	38.94
				1 Checks	** Fund Total	* Total	1,858.33
				1 Checks	** Fund Total	* Total	1,858.33
				1 Checks	** Fund Total	* Total	7,514.50
				1 Checks	** Fund Total	* Total	7,514.50
				1 Checks	** Fund Total	* Total	7,514.50
				1 Checks	** Fund Total	* Total	6,538.97
				1 Checks	** Fund Total	* Total	6,538.97
				1 Checks	** Fund Total	* Total	6,538.97
				1 Checks	** Fund Total	* Total	54,000.00
				1 Checks	** Fund Total	* Total	54,000.00

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03/18/2009	93245	BARR ENGINEERING COMPAN	city of inver grove hghts	440-5900-740.30-30	0909D	3/2009 * Total	569.51 569.51
03/18/2009	93264	COPY RIGHT	acct 2436	440-5900-740.50-30	0909D	3/2009 * Total	451.13 451.13
03/18/2009	93277	DCA TITLE	city of inver grove	440-5900-740.80-10	0909D	3/2009 * Total	535.00 535.00
03/18/2009	93293	GORMAN SURVEYING, INC	city of inver grove hghts	440-5900-740.30-32	0909D	3/2009 * Total	2,130.00 2,130.00
03/18/2009	93324	LILLIE SUBURBAN NEWSPAP	acct 1363	440-5900-740.50-25	0809C	3/2009 * Total	76.80 76.80
03/18/2009	93332	METZEN APPRAISALS	city of inver grove	440-5900-740.30-70	0909D	3/2009 * Total	15,000.00 15,000.00
03/11/2009	93174	LEVANDER, GILLEN & MILL	CLIENT 81000E	8 Checks	** Fund Total		19,869.54
03/18/2009	93243	AMES CONSTRUCTION INC	nw trunk utility	446-5915-746.30-42	0315	3/2009 * Total	1,355.90 1,355.90
03/18/2009	93250	BOLTON & MENK, INC.	city of inver grove hghts	446-5915-746.80-30	0315	3/2009 * Total	358,197.13 358,197.13
03/11/2009	93139	BECKER ARENA PRODUCTS,	acct inv000	450-5900-750.60-40	0315	3/2009 * Total	19,992.22 19,992.22
03/11/2009	93142	CARQUEST OF ROSEMOUNT	acct 614420	3 Checks	** Fund Total		379,545.25
03/11/2009	93153	DAKOTA ELECTRIC ASSN	ACCT 2148310	1 Checks	** Fund Total		3,000.00
03/11/2009	93163	GRAINGER	ACCT 806460150	501-7100-512.60-16	0315	3/2009 * Total	235.56 21.30- 214.26
03/11/2009	93182	MN DEPT OF HEALTH	city of inver grove hghts	501-7100-512.40-40	0315	3/2009 * Total	10.85 10.85
03/11/2009	93194	ONE CALL CONCEPTS INC	ACCT CINGHT1	501-0000-381.10-00	0315	3/2009 * Total	270.54 270.54
03/11/2009	93221	TWIN CITY WATER CLINIC	city of inver grove hghts	501-7100-512.30-70	0315	3/2009 * Total	11,638.00 11,638.00
03/11/2009	93221	TWIN CITY WATER CLINIC	city of inver grove hghts	501-7100-512.30-70	0315	3/2009 * Total	140.65 140.65
03/11/2009	93221	TWIN CITY WATER CLINIC	city of inver grove hghts	501-7100-512.30-70	0315	3/2009 * Total	440.00 440.00

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03/11/2009	93227	VIKING INDUSTRIAL CENTE	CITY OF INVER GROVE HGTS	501-7100-512.60-65		3/2009 * Total	130.02 130.02
03/18/2009	93241	ADMINISTRATION RESOURCE	city of inver	501-7100-512.30-55		3/2009 * Total	23.43 23.43
03/18/2009	93288	FRAMING PLACE & GALLERY	inver grove hgts	501-7100-512.40-40		3/2009 * Total	27.27 27.27
03/18/2009	93290	G & K SERVICES	acct 7494701 streets	501-7100-512.60-45		3/2009 3/2009 * Total	64.33 28.38 92.71
03/18/2009	93319	KLM ENGINEERING INC	city of inver grove	501-7100-512.30-30		3/2009 * Total	275.00 275.00
03/18/2009	93322	LEAGUE OF MN CITIES	city of inver grove	501-7100-512.50-80		3/2009 * Total	40.00 40.00
03/18/2009	93330	MAXIMUM GRAPHICS	cust 2173	501-7100-512.50-30		3/2009 * Total	953.18 953.18
03/18/2009	93335	MN AWWA	attende al schwartz	501-7100-512.50-80		3/2009 * Total	620.00 620.00
03/18/2009	93371	TWIN CITY WATER CLINIC	inver grove hgts	501-7100-512.30-70		3/2009 * Total	150.00 150.00
			15 Checks		** Fund Total		15,025.91
03/11/2009	93185	MN POLLUTION CONTROL AG	ATTENDEE;KARL EBENSTEINER	502-7200-514.50-80		3/2009 * Total	200.00 200.00
03/18/2009	93241	ADMINISTRATION RESOURCE	city of inver	502-7200-514.30-55		3/2009 * Total	15.62 15.62
03/18/2009	93249	BEST BUY #6	REQUESTED CREDIT REFUND	502-0000-116.00-00		3/2009 * Total	2,260.20 2,260.20
03/18/2009	93290	G & K SERVICES	acct 7494701 streets	502-7200-514.60-45		3/2009 3/2009 * Total	27.57 12.16 39.73
03/18/2009	93331	METROPOLITAN COUNCIL	city of inver grove hgts	502-7200-514.40-15		3/2009 * Total	114,043.79 114,043.79
			5 Checks		** Fund Total		116,559.34
03/11/2009	93132	ACE PAINT & HARDWARE	cust 1126	503-8600-527.40-42		3/2009 * Total	19.68 19.68

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03/11/2009	93135	ALL STAR PRO GOLF, INC.	inverwood golf course	503-8200-523.76-40		3/2009 * Total	138.69 138.69
03/11/2009	93145	CLEVELAND GOLF	cust 2861882 cust 2861882	503-8200-523.76-20 503-8200-523.76-25		3/2009 3/2009 * Total	318.16 683.00 1,001.16
03/11/2009	93157	F. J. WESTCOTT COMPANY	cust 50072550	503-8200-523.76-40		3/2009 * Total	148.67 148.67
03/11/2009	93159	G & K SERVICES	acct 0157401	503-8600-527.60-45		3/2009 * Total	72.70 72.70
03/11/2009	93160	GARELICK STEEL CO., INC	inverwood golf	503-8600-527.40-42		3/2009 * Total	215.40 215.40
03/11/2009	93163	GRAINGER	acct 855256939	503-8600-527.40-42		3/2009 * Total	280.17 280.17
03/11/2009	93179	METRO CASH REGISTER SYS	inverwood golf course	503-8500-526.60-65		3/2009 * Total	77.88 77.88
03/11/2009	93183	MN DEPT OF LABOR & INDU	cust 12982	503-8600-527.50-70		3/2009 * Total	20.00 20.00
03/11/2009	93187	MTI DISTRIBUTING CO	acct 402307 acct 402307	503-8600-527.40-42 503-8600-527.40-42 503-8600-527.40-42 503-8600-527.40-42 503-8600-527.40-42 503-8600-527.40-42 503-8600-527.40-42 503-8600-527.40-42 503-8600-527.40-42 503-8600-527.40-42 503-8600-527.40-42	3/2009 3/2009 3/2009 3/2009 3/2009 3/2009 3/2009 3/2009 3/2009 3/2009 3/2009 * Total	236.56 203.60 6.77 128.28 594.88 22.42 18.70 542.94 150.88 233.93 583.39 2,722.35	
03/11/2009	93188	NAPA OF INVER GROVE HEI	cust 301 cust 301 cust 301 cust 301	503-8600-527.60-22 503-8600-527.40-42 503-8600-527.40-42 503-8600-527.60-22		3/2009 3/2009 3/2009 3/2009 * Total	74.04 14.93 57.65 51.07 197.69
03/11/2009	93191	NIKE USA, INC.	cust 79282	503-8200-523.76-20		3/2009 * Total	478.04 478.04
03/11/2009	93197	PRESTIGE FLAG	cust inve03	503-8600-527.60-50		3/2009 * Total	679.69 679.69
03/11/2009	93213	SPORTCOVER INTERNATIONAL	cust inve001	503-8200-523.76-40		3/2009 * Total	859.63 859.63

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03/11/2009	93216	TAYLOR MADE GOLF COMPAN	acct 602343 acct 602343	503-8200-523.76-20 503-8200-523.76-20		3/2009 3/2009 * Total	2,382.89 2,576.69 4,959.58
03/11/2009	93229	XCEL ENERGY	acct 5158775121	503-8600-527.40-20		3/2009 * Total	115.02 115.02
03/18/2009	93239	ACE PAINT & HARDWARE	acct 1126	503-8600-527.60-12		3/2009 * Total	30.00 30.00
03/18/2009	93241	ADMINISTRATION RESOURCE	city of inver	503-8600-527.30-55		3/2009 * Total	11.30 11.30
03/18/2009	93254	BUSINESS VOICE	inverwood golf	503-8500-526.50-25		3/2009 * Total	300.00 300.00
03/18/2009	93270	CUSHMAN MOTOR COMPANY I	cust C0644	503-8600-527.40-42		3/2009 * Total	1,444.14 1,444.14
03/18/2009	93271	CUTTER & BUCK	cust 1006103 cust 1006103 cust 1006103 cust 1006103 cust 1006103 cust 1006103 cust 1006103	503-8200-523.76-20 503-8200-523.76-20 503-8200-523.76-20 503-8200-523.76-20 503-8200-521.60-45 503-8100-522.60-45 503-8300-524.60-45		3/2009 3/2009 3/2009 3/2009 3/2009 3/2009 3/2009 * Total	446.91 113.17 2,180.86 595.67 1,508.05 500.00 491.97 5,836.63
03/18/2009	93275	DAKOTA ELECTRIC ASSN	acct 2013605	503-8600-527.40-20		3/2009 * Total	216.16 216.16
03/18/2009	93285	FAST SIGNS	inverwood golf	503-8000-521.60-65		3/2009 * Total	26.69 26.69
03/18/2009	93286	FIRST IMPRESSION GROUP,	cust 3022	503-8500-526.50-25		3/2009 * Total	381.28 381.28
03/18/2009	93290	G & K SERVICES	cust 0157401	503-8600-527.60-45		3/2009 * Total	73.47 73.47
03/18/2009	93291	G & K SERVICES	inverwood golf inverwood golf inverwood golf inverwood golf inverwood golf inverwood golf	503-8600-527.60-45 503-8300-524.60-45 503-8600-527.60-45 503-8600-527.60-45 503-8600-527.60-45 503-8600-527.60-45		3/2009 3/2009 3/2009 3/2009 3/2009 3/2009 * Total	52.45- 57.26 51.55 66.85 72.70 78.49 274.40
03/18/2009	93292	GOPHER BEARING	acct 192980	503-8000-521.60-65		3/2009 * Total	184.86 184.86
03/18/2009	93306	IMPERIAL HEADWEAR, INC.	cust 028460 cust 028460	503-8200-523.76-20 503-8200-523.76-20		3/2009 3/2009	456.39 456.39

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
03/18/2009	93306	IMPERIAL HEADWEAR, INC.	cust 028460 cust 028460 cust 028460	503-8200-523.76-20 503-8200-523.76-20 503-8200-523.76-20		3/2009 3/2009 3/2009 * Total	119.55 307.33 91.60 1,431.26
03/18/2009	93347	PING	cust 4085 cust 4085 cust 4085 cust 4085 cust 4085	503-8200-523.76-25 503-8200-523.76-35 503-8200-523.76-20 503-8200-523.76-25 503-8200-523.76-35		3/2009 3/2009 3/2009 3/2009 3/2009 * Total	72.00 466.20 670.24 293.00 317.28 1,818.72
03/18/2009	93357	SDI	cust inv110	503-8200-523.76-20		3/2009 * Total	387.32 387.32
03/18/2009	93360	SPORT HALEY, INC.	inver wood golf	503-8200-523.76-20		3/2009 * Total	1,997.85 1,997.85
03/18/2009	93364	SUN MOUNTAIN SPORTS	cust 5507701	503-8200-523.76-35		3/2009 * Total	678.60 678.60
03/18/2009	93365	TAYLOR MADE GOLF COMPAN	cust 602343	503-8200-523.76-20		3/2009 * Total	164.16 164.16
03/18/2009	93366	TDS METROCROM	cust6514573667	503-8500-526.50-20		3/2009 * Total	278.72 278.72
03/18/2009	93367	TITLEIST	cust83631243062177	503-8100-522.60-60		3/2009 * Total	5,367.60 5,367.60
03/18/2009	93368	TMAX GEAR	cust 602343tg	503-8200-523.76-20		3/2009 * Total	241.06 241.06
03/18/2009	93369	TOUR EDGE GOLF MFG., IN	cust 7170001 cust 7170001	503-8200-523.76-25 503-8200-523.76-25		3/2009 3/2009 * Total	34.71 61.14 95.85
03/18/2009	93380	XCEL ENERGY	acct 5157543641 acct 5157543641 acct 5157543641	503-8500-526.40-10 503-8500-526.40-20 503-8600-527.40-10		3/2009 3/2009 3/2009 * Total	255.53 419.77 537.43 1,212.73
03/11/2009	93136	ANGELO'S ITALIAN RESTAU	city of inver grove hgts	504-6100-452.60-09	** Fund Total	3/2009 * Total	34,439.15 414.64 414.64
03/11/2009	93161	GLASSING FLORIST	acct 24427	504-6100-452.60-09	R30600	3/2009 * Total	48.04 48.04
03/11/2009	93166	ISD #199	city of inver grove hgts	504-0000-227.10-00		3/2009 * Total	290.00 290.00

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
03/11/2009	93208	SAM'S CLUB	acct 7715090065702540	504-6100-452.60-09	R40950	3/2009 * Total	208.98 208.98
03/11/2009	93226	VICTORY CORPS	CUST A42596	504-6100-452.60-40	R90100	3/2009 * Total	319.49 319.49
03/18/2009	93241	ADMINISTRATION RESOURCE	city of inver	504-6100-452.30-55	R90100	3/2009 * Total	7.90 7.90
03/18/2009	93259	CHAMPIONSHIP PRODUCTS	inver grove hgts	504-6100-452.60-45	R55000	3/2009 * Total	73.85 73.85
03/18/2009	93286	FIRST IMPRESSION GROUP,	cust 3022	504-6100-452.50-30	R90100	3/2009	5,099.62
			cust 3022	504-6100-452.50-35	R90100	3/2009 * Total	10.14 5,109.76
03/18/2009	93300	HSBC BUSINESS SOLUTIONS	cust 7737430900083159	504-6100-452.60-10	R90100	3/2009 * Total	20.43 20.43
03/18/2009	93309	INVER GROVE HEIGHTS SEN	veterans memorial	504-0000-227.10-00		3/2009 * Total	200.00 200.00
03/18/2009	93311	ISD #199	senior lunch	504-0000-227.10-00		3/2009	1,272.00
			senior lunch	504-0000-227.10-00		3/2009 * Total	1,000.00 2,272.00
03/18/2009	93312	ISD #199	city of inver grove	504-6100-452.30-70	R40180	3/2009 * Total	589.32 589.32
03/18/2009	93314	JPS ENTERTAINMENT	veterans memorial	504-6100-452.30-70	R30600	3/2009 * Total	175.00 175.00
03/11/2009	93134	AL'S COFFEE COMPANY	cust 2269	505-6200-453.60-65	C30100	3/2009	256.61
			cust 2269	505-6200-453.76-10	C30100	3/2009 * Total	144.00 400.61
03/11/2009	93138	APEC	veterans memorial comm ct	505-6200-453.60-16	C25000	3/2009	876.88
			veterans memorial comm ct	505-6200-453.60-16	C21000	3/2009	497.36
			veterans memorial	505-6200-453.60-16	C21000	3/2009 * Total	53.53 1,427.77
03/11/2009	93139	BECKER ARENA PRODUCTS,	acct inv000	505-6200-453.60-40	C21000	3/2009 * Total	1,664.70 1,664.70
03/11/2009	93144	CHAMPIONSHIP PRODUCTS	cust id igh parks & rec	505-6200-453.60-65	C16000	3/2009 * Total	696.00 696.00
03/11/2009	93146	COCA COLA BOTTLING COMP	outlet 3291552	505-6200-453.60-65	C30200	3/2009	42.00
			outlet 3291552	505-6200-453.76-10	C30200	3/2009	153.30
			outlet 3291552	505-6200-453.76-10	C30200	3/2009	119.45
			outlet 3291554	505-6200-453.76-10	C30100	3/2009	200.15

13 Checks

** Fund Total

9,729.41

City of Inver Grove Heights
 CHECK REGISTER BY FUND

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
03/11/2009	93146	COCA COLA BOTTLING COMP	outlet 3291554	505-6200-453.76-10	C30100	3/2009 * Total	342.00 856.90
03/11/2009	93158	FERRELLGAS	acct 7757735	505-6200-453.60-21	C21000	3/2009 * Total	714.29 714.29
03/11/2009	93162	GRAHAM, JEN	supplies party city	505-6200-453.60-65	C91000	3/2009 * Total	56.84 56.84
03/11/2009	93164	HAWKINS, INC.	acct 108815	505-6200-453.60-15	C25000	3/2009	1,433.76
			acct 108815	505-6200-453.60-15	C25000	3/2009 * Total	540.59 1,974.35
03/11/2009	93168	JOHNSON CONTROLS	city of inver grove hghts	505-6200-453.40-40	C25000	3/2009	149.00
			acct 289129520201	505-6200-453.40-40	C25000	3/2009 * Total	2,634.67 2,783.67
03/11/2009	93181	MN DEPT OF HEALTH	fb1 0013264-10565 - vmcc	505-6200-453.50-70	C30400	3/2009 * Total	335.00 335.00
03/11/2009	93189	NEW PAPER LLC	acct 10203315	505-6200-453.60-65	C16000	3/2009 * Total	44.75 44.75
03/11/2009	93193	OLD WORLD PIZZA	city of inver grove hghts	505-6200-453.76-05	C16000	3/2009 * Total	592.77 592.77
03/11/2009	93205	ROACH, RICK	mileage	505-6200-453.50-65	C25000	3/2009 * Total	6.33 6.33
03/11/2009	93208	SAM'S CLUB	acct 7715090065702540	505-6200-453.60-65	C15500	3/2009 * Total	83.06 83.06
03/11/2009	93209	SAM'S CLUB	acct 7715090061606950	505-6200-453.60-65	C70000	3/2009	122.25
			acct 7715090061606950	505-6200-453.76-05	C30300	3/2009 * Total	243.49 365.74
03/11/2009	93211	SHEGGEY, MICHAEL	turf supplies	505-6200-453.60-40	C21000	3/2009 * Total	466.82 466.82
03/11/2009	93214	ST. CROIX VALLEY POPCOR	vmcc	505-6200-453.40-42	C30400	3/2009 * Total	697.71 697.71
03/11/2009	93228	VISTAR CORPORATION	acct 10130236	505-6200-453.60-65	C30100	3/2009	118.63
			acct 10130236	505-6200-453.76-05	C30100	3/2009	584.00
			acct 10095779	505-6200-453.76-05	C30200	3/2009	911.98
			acct 10095779	505-6200-453.76-05	C30200	3/2009	93.62
			acct 10095779	505-6200-453.76-05	C30200	3/2009	47.16
			CUST 10130236	505-6200-453.60-65	C30100	3/2009	18.24
			CUST 10095779	505-6200-453.60-65	C30200	3/2009	215.62
			CUST 10095779	505-6200-453.76-05	C30200	3/2009 * Total	96.92 2,086.17
03/11/2009	93235	XCEL ENERGY	CUST 5168679487	505-6200-453.40-10	C25000	3/2009	16,585.35

Program: GM179L CHECK REGISTER BY FUND

Bank: 00 City of Inver Grove Heights

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
03/11/2009	93235	XCEL ENERGY	CUST 5168679487	505-6200-453.40-20	C25000	3/2009 * Total	22,460.80 39,046.15
03/17/2009	93237	HOME OWNER'S RESOURCE G	veterans memorial comm ct	505-6200-453.50-25	C91000	3/2009 * Total	1,025.00 1,025.00
03/18/2009	93238	ABRAHAMSON, TAMMY	mileage	505-6200-453.50-65	C16000	3/2009 * Total	57.78 57.78
03/18/2009	93239	ACE PAINT & HARDWARE	acct 1126	505-6200-453.60-16	C21000	3/2009 * Total	37.33 37.33
03/18/2009	93241	ADMINISTRATION RESOURCE	city of inver	505-6200-453.30-55	C50000	3/2009 * Total	27.78 27.78
03/18/2009	93244	ARROW MOWER, INC.	inver grove hgtls	505-6200-453.40-42	C21000	3/2009 * Total	51.40 51.40
03/18/2009	93247	BECKER ARENA PRODUCTS,	inver grove hgtls	505-6200-453.60-16	C21000	3/2009 * Total	41.51 41.51
03/18/2009	93262	COCA COLA BOTTLING COMP	acct 3291552	505-6200-453.76-10	C30200	3/2009 * Total	199.40 199.40
03/18/2009	93263	COMCAST	acct 8772105910277033	505-6200-453.50-70	C10000	3/2009 * Total	74.95 74.95
03/18/2009	93286	FIRST IMPRESSION GROUP,	cust 3022	505-6200-453.50-30	C95000	3/2009 * Total	5,385.28 10.15
03/18/2009	93295	GRAINGER	cust 806460150	505-6200-453.60-16	C21000	3/2009 * Total	80.13 13.31
			cust 806460150	505-6200-453.60-16	C25000	3/2009 * Total	45.62 288.85
			cust 806460150	505-6200-453.60-40	C25000	3/2009 * Total	26.31 454.22
03/18/2009	93300	HSBC BUSINESS SOLUTIONS	cust 7737430900083159	505-6200-453.60-65	C10000	3/2009 * Total	20.44 20.44
03/18/2009	93301	HUEBSCH SERVICES	act 92965	505-6200-453.40-40	C25000	3/2009 * Total	105.20 105.20
03/18/2009	93324	LILLIE SUBURBAN NEWSPAP	acct 1363	505-6200-453.50-25	C21000	3/2009 * Total	25.60 25.60
03/18/2009	93349	PUSH PEDAL PULL	veterans memorial	505-6200-453.40-42	C70000	3/2009 * Total	805.00 147.32
03/18/2009	93353	RESOURCES FOR CHILD CAR	room rental	505-0000-352.25-00	C15000	3/2009 * Total	87.49 87.49

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
03/18/2009	93283	EMERGENCY AUTOMOTIVE TE	inver grove hghts	603-5300-444.40-41		* Total	357.50
						3/2009	130.89
						* Total	130.89
03/18/2009	93284	FACTORY MOTOR PARTS COM	acct 10799	603-5300-444.40-41		3/2009	219.07
			acct 10799	603-5300-444.40-41		3/2009	70.00-
						* Total	149.07
03/18/2009	93287	FLEXIBLE PIPE TOOL COMP	city of inver grove hghts	603-5300-444.40-41		3/2009	913.99
						* Total	913.99
03/18/2009	93290	G & K SERVICES	acct 7494701 streets	603-5300-444.40-65		3/2009	98.75
			acct 7494701 streets	603-5300-444.60-45		3/2009	40.61
			acct 7494701 streets	603-5300-444.40-65		3/2009	108.75
			acct 7494701 streets	603-5300-444.60-45		3/2009	102.94
						* Total	351.05
03/18/2009	93296	HARMON AUTOGLASS - ROSE	city of inver grove hghts	603-5300-444.40-41		3/2009	61.25
						* Total	61.25
03/18/2009	93302	HYDRO TURF INC.	city of inver grove hghts	603-5300-444.40-41		3/2009	490.65
						* Total	490.65
03/18/2009	93307	INVER GROVE FORD	city of inver grove hghts	603-5300-444.40-41		3/2009	101.24
			city of inver grove hghts	603-5300-444.40-41		3/2009	17.57
			city of inver grove hghts	603-5300-444.40-41		3/2009	12.40
						* Total	131.21
03/18/2009	93308	INVER GROVE FORD	city of inver grove hghts	603-5300-444.40-41		3/2009	105.33
			city of inver grove hghts	603-5300-444.40-41		3/2009	52.88
			city of inver grove hghts	603-5300-444.40-41		3/2009	37.28-
						* Total	120.93
03/18/2009	93316	KIMBALL MIDWEST	act 222006	603-0000-145.50-00		3/2009	198.09
			act 222006	603-5300-444.60-12		3/2009	72.95
						* Total	271.04
03/18/2009	93320	KREMER SPRING & ALIGNME	acct city15	603-5300-444.40-41		3/2009	1,102.14
						* Total	1,102.14
03/18/2009	93321	KTEE SAFETY GEAR INC	city of inver grove hghts	603-5300-444.60-65		3/2009	242.46
						* Total	242.46
03/18/2009	93325	LITTLE FALLS MACHINE IN	city of inver grove hghts	603-5300-444.40-41		3/2009	53.70
						* Total	53.70
03/18/2009	93328	MACQUEEN EQUIPMENT INC	city of inver grove hghts	603-5300-444.40-41		3/2009	137.25
						* Total	137.25
03/18/2009	93329	MACQUEEN EQUIPMENT INC	inver grove hghts-streets	603-5300-444.50-80		3/2009	300.00
						* Total	300.00

City of Inver Grove Heights
 CHECK REGISTER BY FUND

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
03/18/2009	93342	NORTHLAND CHEMICAL CORP	cust 45025141	603-5300-444.60-12		3/2009 * Total	89.25 89.25
03/18/2009	93345	OXYGEN SERVICE COMPANY,	cust 04393	603-5300-444.60-12		3/2009	103.70
			cust 04393	603-5300-444.60-12		3/2009	42.26
			cust 04393	603-5300-444.60-12		3/2009	73.14
						* Total	219.10
03/18/2009	93350	R & R SPECIALTIES OF WI	cust ighvet	603-5300-444.40-41		3/2009 * Total	80.73 80.73
03/18/2009	93352	REED'S SALES & SERVICE	city of inver grove hgts	603-5300-444.40-41		3/2009 * Total	24.71 24.71
03/18/2009	93358	SHERWIN-WILLIAMS	acct 668254535	603-5300-444.40-40		3/2009	73.31
			acct 668254535	603-5300-444.40-40		3/2009	132.01
						* Total	205.32
03/18/2009	93359	SOUTH EAST TOWING	city of inver grove hgts	603-5300-444.40-41		3/2009 * Total	373.63 373.63
03/18/2009	93362	ST. JOSEPH EQUIPMENT, I	city of inver grove hgts	603-5300-444.40-41		3/2009	108.01
			city of inver grove hgts	603-5300-444.40-41		3/2009	67.45
						* Total	175.46
03/18/2009	93379	XCEL ENERGY	acct 5152791130	603-5300-444.40-10		3/2009	2,301.64
			acct 5152791130	603-5300-444.40-20		3/2009	1,905.11
						* Total	4,206.75
03/11/2009	93192	OFFICE EQUIPMENT FINANC	acct 923425	604-2200-416.40-50		3/2009 * Total	1,701.82 1,701.82
03/11/2009	93196	PRECISION DATA SYSTEMS	vmcc color/legal/vellum hp cartridges	604-2200-416.60-10		3/2009	573.30
				604-2200-416.60-10		3/2009	715.40
						* Total	1,288.70
03/18/2009	93348	PRECISION DATA SYSTEMS	park & rec	604-2200-416.60-10		3/2009 * Total	448.84 448.84
03/18/2009	93356	S & T OFFICE PRODUCTS	020309	604-2200-416.60-10		3/2009	115.71
			021309	604-2200-416.60-10		3/2009	87.22
			1110	604-2200-416.60-10		3/2009	67.92
			1111	604-2200-416.60-10		3/2009	162.98
			1115	604-2200-416.60-10		3/2009	49.78
			1118	604-2200-416.60-10		3/2009	109.39
			6483	604-2200-416.60-10		3/2009	32.73
						* Total	625.73
03/11/2009	93141	BROTHERS MFG	city of inver grove hgts	605-3100-419.40-40		3/2009 * Total	4,065.09 101.07

30 Checks

4 Checks

** Fund Total

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
03/11/2009	93174	LEVANDER, GILLEN & MILL	CLIENT 81000E	702-0000-228.44-00		3/2009	1,340.00
			CLIENT 81000E	702-0000-228.80-00		3/2009	88.00
			CLIENT 81000E	702-0000-229.61-00		3/2009	686.00
			CLIENT 81000E	702-0000-230.38-00		3/2009	330.60
						* Total	2,501.60
03/11/2009	93195	PIONEER PRESS	acct 1142690	702-0000-229.02-00		3/2009	129.79
						* Total	129.79
03/18/2009	93268	CULLIGAN	acct 157984732428	702-0000-228.63-00		3/2009	29.30
						* Total	29.30
03/18/2009	93324	LILLIE SUBURBAN NEWSPAP	acct 1363	702-0000-228.51-00		3/2009	11.20
						* Total	11.20
03/11/2009	93174	LEVANDER, GILLEN & MILL	CLIENT 81000E	703-5500-446.30-42	** Fund Total		2,771.89
						3/2009	132.40
						* Total	132.40
					** Fund Total		132.40
					*** Bank Total		1,052,046.42
			290 Checks	*** Grand Total			1,052,046.42

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Pay Voucher No. 9 for City Project No. 2003-15 – Northwest Area Trunk Utility Improvements

Meeting Date: March 23, 2009
Item Type: Consent
Contact: Scott D. Thureen, 651.450.2571
Prepared by: Scott D. Thureen, Public Works Director
Reviewed by: *SST* *CS*

Fiscal/FTE Impact:

- None
- Amount included in current budget
- Budget amendment requested
- FTE included in current complement
- New FTE requested – N/A
- Other: 2003-15 Project Funds

PURPOSE/ACTION REQUESTED

Consider Pay Voucher No. 9 for City Project No. 2003-15 – Northwest Area Trunk Utility Improvements.

SUMMARY

The improvements were ordered by the City Council on November 14, 2005. The contract was awarded to Ames Construction in the amount of \$9,537,706.15 on April 14, 2008.

The contractor has completed portions of the work through February 28, 2009 in accordance with the contract plans and specifications. A 5% retainage will be maintained until the project is completed.

Public Works recommends approval of Pay Voucher No. 9 in the amount of \$358,197.13 for City Project No. 2003-15 – Northwest Area Trunk Utility Improvements.

SWD/kf

Attachments: Pay Voucher No. 9

CITY OF INVER GROVE HEIGHTS
CONSTRUCTION PAYMENT VOUCHER

ESTIMATE NO. 9
DATE: March 23, 2009
PERIOD ENDING: February 28, 2009
CONTRACT: Northwest Area Trunk Utility Improvements
PROJECT NO: 2003-15

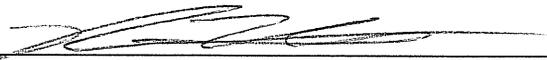
TO: Ames Construction, Inc.
2000 Ames Drive
Burnsville, MN 55306

A. Original Contract Amount.....\$9,537,706.15
B. Total Additions (Change Orders No. 1 and No. 2)\$203,187.99
C. Total Deductions
D. TOTAL CONTRACT AMOUNT\$9,740,894.14
E. TOTAL VALUE OF WORK TO DATE\$7,091,524.13
F. LESS RETAINED (5%).....\$354,576.21
G. Less Previous Payment\$6,378,750.79
H. TOTAL APPROVED FOR PAYMENT THIS VOUCHER\$358,197.13
I. TOTAL PAYMENTS INCLUDING THIS VOUCHER\$6,736,947.92

APPROVALS:

Pursuant to our field observations, I hereby recommend for payment the above stated amount for work performed through February 28, 2009.

Signed by:  17 MAR 09
Scott Thureen, Public Works Director Date

Signed by:  3/12/09
Kevin Klimmek, Ames Construction Date

Signed by: _____
George Tourville, Mayor Date

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Resolution Approving Individual Project Order No. 6B with Kimley-Horn and Associates, Inc. for City Project No. 2003-03 – Southern Sanitary Sewer System – Construction Phase Services

Meeting Date: March 23, 2009
 Item Type: Consent
 Contact: Scott D. Thureen, 651.450.2571
 Prepared by: Scott D. Thureen, Public Works Director
 Reviewed by: *SAT*

<input type="checkbox"/>	Fiscal/FTE Impact:
<input type="checkbox"/>	None
<input type="checkbox"/>	Amount included in current budget
<input type="checkbox"/>	Budget amendment requested
<input type="checkbox"/>	FTE included in current complement
<input type="checkbox"/>	New FTE requested – N/A
<input checked="" type="checkbox"/>	Other: Project Funds

PURPOSE/ACTION REQUESTED

Consider resolution approving Individual Project Order No. 6B with Kimley-Horn and Associates, Inc. for construction phase services for the Southern Sanitary Sewer System – City Project No. 2003-03.

SUMMARY

On January 28, 2008 the City Council approved Individual Project Order (IPO) No. 6 in the amount of \$98,200 for final design services for City Project No. 2003-03, Southern Sanitary Sewer Systems. The plan preparation was expedited to insure the City project schedule coordinated with MnDOT’s schedule for the construction of the east frontage road to T.H. 52. IPO No. 6A, approved on June 9, 2008 in the amount of \$118,600, included costs for additional design phase services requested by the City and some construction phase services.

IPO No. 6B includes costs for additional construction phase services requested by the City. I have reviewed the proposal and recommend approval of the resolution which authorizes execution of IPO No. 6B in the amount of \$12,900 for City Project No. 2003-03.

SDT/kf

Attachments: Resolution
 IPO No. 6B

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

**RESOLUTION APPROVING INDIVIDUAL PROJECT ORDER NO. 6B WITH KIMLEY-HORN
AND ASSOCIATES, INC. FOR CITY PROJECT NO. 2003-03 – SOUTHERN SANITARY
SEWER SYSTEM – CONSTRUCTION PHASE SERVICES**

RESOLUTION NO. _____

WHEREAS, Kimley-Horn and Associates, Inc. prepared the feasibility study for the Southern Sanitary Sewer System, City Project No. 2003-03; and

WHEREAS, the City Council approved Individual Project Order (IPO) No. 4 with Kimley-Horn and Associates, Inc. for preliminary design work for the Southern Sanitary Sewer System on July 9, 2007; and

WHEREAS, the City Council ordered the improvement project on January 14, 2008 and authorized preparation of construction plans and specifications; and

WHEREAS, the City Council approved IPO No. 6 with Kimley-Horn and Associates, Inc. for final design services on January 28, 2008, and IPO No. 6A for additional final design services and construction phase services on June 9, 2008; and

WHEREAS, Kimley-Horn and Associates, Inc. has submitted Individual Project Order (IPO) No. 6B for construction phase work as requested by the City of Inver Grove Heights.

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

1. Individual Project Order (IPO) No. 6B with Kimley-Horn and Associates, Inc. for the following work is hereby approved:

<u>Southern Sanitary Sewer System (2003-03) Construction Phase</u>	
Additional Construction Phase Services	\$12,300
Additional Reimbursable Expenses	<u>600</u>
Total	\$12,900

2. The City is authorized to enter into IPO No. 6B with Kimley-Horn and Associates, Inc.

Adopted by the City Council of Inver Grove Heights, Minnesota this 23rd day of March 2009.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheame, Deputy Clerk

INDIVIDUAL PROJECT ORDER NUMBER 6B

Describing a specific agreement between Kimley-Horn and Associates, Inc. (the Consultant), and the City of Inver Grove Heights (the Client) in accordance with the terms of the Master Agreement for Continuing Professional Services dated October 31, 2005, which is incorporated herein by reference.

Identification of Project: Southern Sanitary Sewer System Improvements
City Project 2003-03

General Category of Services: Additional construction phase services.

Specific Scope of Basic Services: See details in the attached Scope of Services (Exhibit A).

Additional Services if Required: None identified at this time.

Deliverables: Lift Station As-Builts
As-Built Survey

Method of Compensation: To be billed on an Hourly (Cost Plus) basis as detailed in the attached Estimated Costs summary (Exhibit B).

Schedule: See attached Project Schedule (Exhibit C)

Special Terms of Compensation: None

Other Special Terms of Individual Project Order: None

ACCEPTED:

CITY OF INVER GROVE HEIGHTS

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____
George Tourville

TITLE: Mayor _____

DATE: March 23, 2009 _____

BY: _____

TITLE: Vice President _____

DATE: 3/10/09 _____

EXHIBIT A
SCOPE OF SERVICES

INDIVIDUAL PROJECT ORDER (IPO) NO. 6B

SOUTHERN SANITARY SEWER SYSTEM IMPROVEMENTS
CITY PROJECT 2003-03

This IPO includes additional services required during the construction phase of the Southern Sanitary Sewer System Improvements, CP 2003-03. These services are detailed below:

A. Assessment Appeal Assistance

Additional services were required to identify options to address property owner concerns regarding the assessable acreage of parcels 50 and 78. We investigated three options for calculating existing wetland and shared stormwater pond areas to be removed from the assessable acreage of the parcel to assist City staff in negotiations with the property owner.

B. Lift Station Construction Inspection & Coordination

City staff requested that Kimley-Horn provide construction phase services for the coordination and observation of Cahill lift station modifications. Planned modifications were required to be implemented to accommodate the increased flows to the lift station resulting from the extension of trunk sanitary sewer. Additional services included inspection and coordination required for removal of improper coating applied to wet well by the contractor and for application of specified coating; inspection of removal of old pumps; inspection of installation of new larger pumps and associated valves and fittings; inspection of conversion of existing lift station electrical system; and inspection for connection of larger forcemain.

C. As-Built Survey

Additional topographic survey of sanitary and storm sewer structures and hydrants installed as a part of the project was required in order to facilitate completion of the project as-builts. The additional survey was performed by Gorman Surveying, a Kimley-Horn sub-consultant.

EXHIBIT B
ESTIMATED COSTS

INDIVIDUAL PROJECT ORDER (IPO) NO. 6B

SOUTHERN SANITARY SEWER SYSTEM IMPROVEMENTS
CITY PROJECT 2003-03

Kimley-Horn proposes to perform all services for the project on an hourly (cost plus) basis using our current standard hourly rate schedule. The following is a summary of the estimated costs for the services included as a part of this IPO.

<u>Services</u>	<u>Fee Basis</u>	<u>Total Cost</u>
A. Assessment Appeal Assistance	Hourly	\$ 2,000
B. Lift Station Construction Inspection & Coordination		\$ 7,500
C. As-Built Survey		\$ 2,800
Subtotal		\$ 12,300
<u>Reimbursable Expenses</u>		<u>\$ 600</u>
Total		\$ 12,900

Reimbursable expenses (copy/printing charges, plotting, mileage, delivery charges, faxes, etc.) will be charged as an office expense at 6.0% of the labor fee.

Our total estimated not-to-exceed cost for the scope of services included as a part of this IPO is, therefore, \$ 12,900 including all labor and reimbursable expenses.

EXHIBIT C
SCHEDULE

INDIVIDUAL PROJECT ORDER (IPO) NO. 6B

SOUTHERN SANITARY SEWER SYSTEM IMPROVEMENTS
CITY PROJECT 2003-03

The schedule for the project is as follows:

Start Construction	July 28, 2008
Substantial Completion	January 2009
Construction Complete	June 26, 2009

**LEVANDER,
GILLEN &
MILLER, P.A.**

ATTORNEYS AT LAW

ROGER C. MILLER
TIMOTHY J. KUNTZ
DANIEL J. BEESON
*KENNETH J. ROHLF
◊STEPHEN H. FOCHLER
◊JAY P. KARLOVICH
ANGELA M. LUTZ AMANN
*KORINE L. LAND
ANN C. O'REILLY
◻DONALD L. HOEFT
DARCY M. ERICKSON
ROBIN M. HENNIX
DAVID S. KENDALL
JEROME M. PORTER
BRIDGET McCaULEY NASON
.
HAROLD LEVANDER
1910-1992
.
ARTHUR GILLEN
1919 - 2005
.
ROLLING H. CRAWFORD
RETIRED
*ALSO ADMITTED IN WISCONSIN
◊ALSO ADMITTED IN NORTH DAKOTA
◊ALSO ADMITTED IN MASSACHUSETTS
◻ALSO ADMITTED IN OKLAHOMA

MEMO

TO: Inver Grove Heights Mayor and Councilmembers
FROM: Timothy J. Kuntz and Jay P. Karlovich, City Attorneys
DATE: March 16, 2009
**RE: Southern Sanitary Sewer Improvements, City Project No. 2003-03 –
Assessment Appeals / Compromise Agreements for the Dismissal of
Assessment Appeal re SRW Properties, LLC**

Section 1. Background. The City extended municipal sanitary sewer services to various properties and constructed other improvements as part of the City's Southern Sanitary Sewer Improvements, City Project No. 2003-03. On May 27, 2008, the City held an assessment hearing and levied a \$37,184.25 special assessment against property owned by SRW Properties, LLC. The property owner appealed the City's special assessment by filing an assessment appeal action in Dakota County District Court.

After negotiations between the property owners and the City to settle the assessment appeal action, the City and the property owner have agreed to enter into a Compromise Agreement intended to resolve the dispute between the parties arising from the assessment appeal.

The purpose of the Compromise Agreement is to memorialize the covenants and agreements between the City and SRW Properties, LLC in connection with the filing of District Court File No. 19HA-CV-08-2456.

The salient terms of the Compromise Agreement between the City and SRW Properties, LLC are as follows:

- The City agrees that the City shall reduce the remaining principal balance of the \$37,184.25 assessment against the SRW Property by a reduction amount of \$2,974.74 (representing an eight percent (8%) reduction of the assessed amount).

- The assessment reduction shall be made by the City certifying an assessment principal reduction to Dakota County as if SRW had made an assessment principal payment to the City.
- The assessment principal reduction shall be effectuated by the City within thirty (30) days following the City Council approval of the Compromise Agreement.
- The principal reduction will not affect or reduce the first installment of principal and any accrued interest due and payable on the \$37,184.25 special assessment that will be collected with the payable 2009 property taxes.
- The City and SRW agree that the assessment appeal action known as District Court File No. 19HA-CV-08-2456 will be dismissed according to the terms of the attached Settlement Stipulation, Order and Judgment.

Section 2. Council Action. The Council is asked to consider the following at the March 23, 2009, City Council meeting:

1. Attached resolution approving the Compromise Agreement between the City and SRW Properties, LLC for the Dismissal of the Assessment Appeal related to Dakota County District Court File No. 19HA-CV-08-2456, together with the Settlement Stipulation, Order and Judgment in connection with the special assessment appeal District Court File No. 19HA-CV-08-2456.

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

RESOLUTION NO. 09- _____

**RESOLUTION APPROVING A COMPROMISE AGREEMENT,
SETTLEMENT STIPULATION, ORDER AND JUDGMENT
BETWEEN SRW PROPERTIES, LLC AND THE CITY OF INVER GROVE HEIGHTS
RELATING TO CITY PROJECT 2003-03**

WHEREAS, SRW Properties, LLC, a Minnesota limited liability company (“SRW”), owns real property in the City of Inver Grove Heights identified as Dakota County Property Tax ID #20-28401-010-01 (“SRW Property”).

WHEREAS, the Feasibility Report for City Project 2003-03 (the “Project”) proposed to specially assess the SRW Property \$37,377.75 pursuant to the Preliminary Assessment Roll contain in the report as Appendix C.

WHEREAS, on May 27, 2008, the Council approved Resolution 08-115 adopting the Final Assessment Roll for City Project 2003-03.

WHEREAS, on said Final Assessment Roll included a \$37,184.25 assessment against the SRW Property.

WHEREAS, SRW appealed the special assessment by filing Dakota County District Court File No. 19HA-CV-08-2456.

WHEREAS, the Property Owner has executed a Compromise Agreement intended to resolve the assessment appeal filed as Dakota County District Court File No. 19HA-CV-08-2456.

WHEREAS, the salient terms of the Compromise Agreement between the City and SRW are as follows:

- The City agrees that the City shall reduce the remaining principal balance of the \$37,184.25 assessment against the SRW Property by a reduction amount of \$2,974.74 (representing an eight percent (8%) reduction of the assessed amount).
- The assessment reduction shall be made by the City certifying an assessment principal reduction to Dakota County as if SRW had made an assessment principal payment to the City.
- The assessment principal reduction shall be effectuated by the City within thirty (30) days following the City Council approval of the Compromise Agreement.
- The principal reduction will not affect or reduce the first installment of principal and any accrued interest due and payable on the \$37,184.25 special assessment that will be collected with the payable 2009 property taxes.

- The City and SRW agree that the assessment appeal action known as District Court File No. 19HA-CV-08-2456 will be dismissed according to the terms of the attached Settlement Stipulation, Order and Judgment.

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

1. The Council hereby approves the attached Compromise Agreement between SRW Properties, LLC and the City of Inver Grove Heights.
2. The Council also approves the attached Settlement Stipulation, Order and Judgment in connection with the special assessment appeal District Court File No. 19HA-CV-08-2456.
3. The Mayor and Deputy City Clerk are authorized to execute the attached Compromise Agreement between SRW Properties, LLC and the City of Inver Grove Heights, and to execute the attached Settlement Stipulation, Order and Judgment in connection with the special assessment appeal District Court File No. 19HA-CV-08-2456.
4. The City Attorney is authorized to execute and file the attached Settlement Stipulation, Order and Judgment with Dakota County District Court in connection with the special assessment appeal District Court File No. 19HA-CV-08-2456.
5. The City Attorney is authorized to take such action to implement the provisions in the attached Compromise Agreement and to finalize the settlement and dismissal of the special assessment appeal District Court File No. 19HA-CV-08-2456.

Passed this 23rd day of March, 2009.

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy City Clerk

**COMPROMISE AGREEMENT
PURSUANT TO MINNESOTA RULES OF EVIDENCE, RULE 408,
FOR THE DISMISSAL OF ASSESSMENT APPEAL**

THIS COMPROMISE AGREEMENT ("Agreement") is entered into and effective as of the ____ day of _____, 2009 ("Agreement Date"), by and between the City of Inver Grove Heights, a Minnesota municipal corporation (the "City"), and SRW Properties LLC, a Minnesota limited liability company ("Property Owner").

WITNESSETH:

WHEREAS, the Property Owner owns real property in the City of Inver Grove Heights identified as Dakota County Property Tax ID # 20-28401-010-01 (hereinafter legally described and defined as the "Property"); and

WHEREAS, the City extended municipal sanitary sewer services to various properties and constructed other improvements as part of the City's Southern Sanitary Sewer Improvements, City Project No. 2003-03 (the "Project");

WHEREAS, on May 27, 2008, the City held an assessment hearing and levied a \$37,184.25 special assessment against the Property pursuant to Minnesota Statutes, Chapter 429, for Project improvements; and

WHEREAS, the Property Owner appealed the City's special assessment levied against the Property for the Project improvements by filing a special assessment appeal action as Dakota County District Court File No. 19HA-CV-08-2456; and

WHEREAS, this Compromise Agreement is intended to resolve the dispute between the parties arising from the Project and the Property Owner's filing of District Court File No. 19HA-CV-08-2456.

NOW, THEREFORE, in consideration of the mutual promises and covenants of each to the other contained in this Agreement and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto do covenant and agree as follows:

ARTICLE I THE AGREEMENT

Section 1.01 Purpose. The purpose of this Agreement is to memorialize the covenants and agreements between the City and Property Owner with regard to the dispute between the parties arising from the Project and the Property Owner's filing of District Court File No. 19HA-CV-08-2456.

Section 1.02 Cooperation. The City and Property Owner shall cooperate and use their respective best efforts to ensure the most expeditious implementation of the various provisions of this Agreement.

Section 1.03 Term. The term of this Agreement shall commence on the Agreement Date and shall survive the dismissal of District Court File No. 19HA-CV-08-2456.

Section 1.04 Recitals. The above recitals are true and correct as of the date hereof and constitute a part of this Agreement.

ARTICLE II DEFINITIONS

Section 2.01 Definitions. The following are terms used in this Agreement. Their meanings as used in this Agreement shall be expressly indicated below, unless the context of this Agreement requires otherwise:

- (a) **Agreement:** This agreement to memorialize the covenants and agreements between the City and Property Owner with regard to the dispute between the parties arising from the Project and the Property Owner's filing of District Court File No. 19HA-CV-08-2456.
- (b) **Agreement Date:** The date written in the first paragraph of the Agreement.
- (c) **Assessment Levy Amount:** The amount of the City's original assessment levy against the Property for the Project improvements in the amount of \$37,184.25.
- (d) **Assessment Principal Reduction Amount:** An assessment principal amount that the City agrees to pay to resolve Property Owner's assessment appeal. The assessment principal reduction shall be made by the City certifying an assessment principal reduction to Dakota County as if the Property Owner had made a

principal payment to the City. The agreed upon Assessment Principal Reduction Amount to resolve District Court File No. 19HA-CV-08-2456 is an eight percent (8%) reduction in the Assessment Levy Amount which equals \$2,974.74.

- (e) City: The City of Inver Grove Heights, a Minnesota municipal corporation.
- (f) Project: The City's Southern Sanitary Sewer Improvements, City Project No. 2003-03.
- (g) Property: Real property in the City of Inver Grove Heights identified as Dakota County Property Tax ID # 20-28401-010-01 and legally described as follows:

Lot 1, Block 1, GAINNEY SECOND ADDITION, according to the recorded plat thereof, Dakota County, Minnesota.
- (h) Property Owner: SRW Properties LLC, a Minnesota limited liability company.
- (i) Settlement Stipulation: the Settlement Stipulation, Judgment and Dismissal pleading providing for the dismissal of District Court File No. 19HA-CV-08-2456.

ARTICLE III COVENANTS AND AGREEMENTS

Section 3.01 Covenants and Agreements of the City. The City covenants and agrees with the Property Owner that:

- (a) City Reduction of Property Assessment Principal Balance: On May 27, 2008, the City passed Resolution No. 08-115 which approved the Assessment Levy Amount of \$37,184.25 against the Property for the Project improvements. The City agrees that the City shall reduce the remaining principal balance of said assessment against the Property by the Assessment Principal Reduction Amount of \$2,974.74 (representing an eight percent (8%) reduction of the Assessment Levy Amount). This assessment principal reduction shall be made by the City certifying an assessment principal reduction to Dakota County as if the Property Owner had made an assessment principal payment to the City. Said assessment principal reduction shall be effectuated by the City within thirty (30) days following the Inver Grove Heights City Council approval of this Agreement.

Said principal reduction shall not affect or reduce the first installment of principal and any accrued interest due and payable on the \$37,184.25 special assessment that will be collected with the payable 2009 property taxes. The Property Owner

acknowledges and agrees that said principal reduction will be treated by Dakota County as if the Property Owner made a partial principal payment to reduce the principal balance of the assessment.

Section 3.02 Covenants and Agreements of the Property Owner. Property Owner covenants and agrees with the City that:

- (a) Title: Property Owner warrants that Property Owner has good right, title and interest to enter into this Agreement.
- (b) Settlement Stipulation: Property Owner hereby agrees that Property Owner's authorized representatives shall execute and deliver to the City an executed copy of the Settlement Stipulation, Order and Judgment attached hereto as Exhibit A. The parties hereto agree that said Settlement Stipulation, Order and Judgment shall be executed contemporaneously with this Agreement, and the City Attorney shall hold said executed Settlement Stipulation, Order and Judgment in trust until the City has effectuated the agreed upon City Reduction of Property Assessment Principal Balance reflected above in Section 3.01(a); and thereafter, the City Attorney shall proceed with the filing of the executed Settlement Stipulation, Order and Judgment with the District Court.
- (c) Property Owner Payment of Assessment Levy Amount less Assessment Principal Reduction Amount: Property Owner hereby agrees to pay the Assessment Levy Amount and any accrued interest less the Assessment Principal Reduction Amount paid/certified by the City pursuant to this Agreement. City Resolution No. 08-115 approved the Assessment Levy Amount of \$37,184.25 against the Property with interest accruing from July 1, 2009 at a rate of 6.25%. Property Owner acknowledges and agrees that the City's payment/certification of the Assessment Principal Reduction Amount shall not affect or reduce the first installment of principal and accrued interest due and payable on the \$37,184.25 special assessment that will be collected with the payable 2009 property taxes. Property Owner acknowledges and agrees that the benefit of the City's payment/certification of the Assessment Principal Reduction Amount shall be first reflected in the reduced assessment principal and accrued interest calculated by Dakota County and collected with the payable 2010 property taxes.
- (d) Assessment Waiver: Property Owner hereby waives all rights to assessment notices, hearings and appeals, and all other rights pursuant to Minn. Stat. § 429.061, § 429.071 and § 429.081 for the special assessment against the Property up to the Assessment Levy Amount and any accrued interest (pursuant to City Resolution No. 08-115) less the Assessment Principal Reduction Amount paid/certified by the City pursuant to this Agreement. The Property Owner also hereby waives any and all procedural and substantive objections to the City's

special assessment of the Property for Project improvement pursuant to City Resolution No. 08-115, including, but not limited to, notice and hearing requirements and any claim that any or all of the Assessment Levy Amount and all accrued interest (pursuant to City Resolution No. 08-115) less the Assessment Principal Reduction Amount paid/certified by the City exceeds the benefit to the Property for the Project.

ARTICLE 4 **GENERAL PROVISIONS**

Section 4.01 Non-Assignability. Neither party hereto shall assign any interest in this Agreement nor shall either party transfer any interest in the same without the prior written consent of the other party.

Section 4.02 Binding Effect. This Agreement and the terms, conditions and covenants contained herein and the transaction contemplated hereunder shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs, personal representatives, and permitted assigns. This Agreement shall further be binding on subsequent purchasers of the Property and shall run with the Property herein described.

Section 4.03 Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 4.04 Amendments, Changes and Modifications. This Agreement may be amended or any of its terms modified or changed only by a written amendment authorized and executed by the parties hereto.

Section 4.05 Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 4.06 Entire Agreement. This Agreement shall constitute the entire agreement between the parties and shall supersede all prior oral or written negotiations.

Section 4.07 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

Section 4.08 Captions. The captions and the headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provision or section of this Agreement.

Section 4.09 Recording. This Agreement may be recorded by the City with the County

Recorder and/or Registrar of Titles.

Section 4.10 Governmental Immunity. Nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by Property Owner, its successors or assigns, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided in Minnesota Statutes, Chapter 466.

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STATE OF MINNESOTA
COUNTY OF DAKOTA

DISTRICT COURT
FIRST JUDICIAL DISTRICT
COURT FILE NO. 19HA-CV-08-2456

SRW Properties, LLC,

Appellant,

v.

City of Inver Grove Heights,

Respondent.

**SETTLEMENT STIPULATION,
ORDER AND JUDGMENT**

(PID No. 202840101001)
Case Type: Special Assessment
Appeal

WHEREAS, Appellant and Respondent have resolve this special assessment dispute pursuant to a separate agreement.

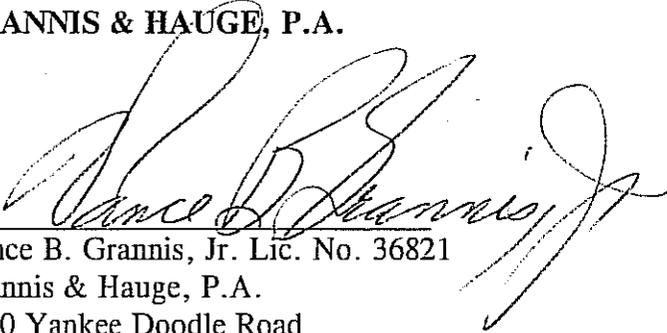
WHEREAS, Appellant and Respondent desire the above-entitled action shall be dismissed with prejudice and without an award of any litigation costs, expenses and/or attorneys' fees to any party.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED:

1. That Appellant and Respondent agree the above-entitled action shall be dismissed with prejudice and without an award of any litigation costs, expenses and/or attorneys' fees to any party.
2. That it is further agreed that Respondent shall cause judgment of dismissal with prejudice and on the merits to be entered herein.

ATTORNEY FOR
APPELLANT

GRANNIS & HAUGE, P.A.

By: 

Vance B. Grannis, Jr. Lic. No. 36821

Grannis & Hauge, P.A.

1260 Yankee Doodle Road

Suite 200

Eagan, MN 55121

Telephone: (651) 456-9000

ATTORNEYS FOR
RESPONDENT

LeVANDER, GILLEN & MILLER, P.A.

By: _____

Timothy J. Kuntz, Lic. No. 58993

Jay P. Karlovich, Lic. No. 247650

LeVander Gillen & Miller, P.A.

633 South Concord Street

Suite 400

South St. Paul, MN 55075

Telephone: (651) 451-1831

ORDER

Pursuant to the foregoing Stipulation, the above-entitled action is hereby dismissed with prejudice and without an award of any litigation costs, expenses and/or attorneys' fees to any party.

LET JUDGEMENT BE ENTERED ACCORDINGLY.

Dated: _____, 2009.

BY THE COURT:

Judge of District Court

JUDGMENT

I hereby certify that the above Order constitutes a judgment of the Court.

Dated: _____, 2009.

COURT ADMINISTRATOR:

By: _____

Its: _____

**LEVANDER,
GILLEN &
MILLER, P.A.**

ATTORNEYS AT LAW

ROGER C. MILLER
TIMOTHY J. KUNTZ
DANIEL J. BEESON
*KENNETH J. ROHLF
◊STEPHEN H. FOCHLER
◊JAY P. KARLOVICH
ANGELA M. LUTZ AMANN
*KORINE L. LAND
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◻*DONALD L. HOEFT
DARCY M. ERICKSON
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JEROME M. PORTER
BRIDGET McCAULEY NASON
*
HAROLD LEVANDER
1910-1992
*
ARTHUR GILLEN
1919 - 2005
*
ROLLING H. CRAWFORD
RETIRED
*ALSO ADMITTED IN WISCONSIN
◊ALSO ADMITTED IN NORTH DAKOTA
◻ALSO ADMITTED IN MASSACHUSETTS
◻ALSO ADMITTED IN OKLAHOMA

MEMO

TO: Inver Grove Heights Mayor and Councilmembers
FROM: Timothy J. Kuntz and Jay P. Karlovich, City Attorneys
DATE: March 16, 2009
**RE: Southern Sanitary Sewer Improvements, City Project No. 2003-03 –
Assessment Appeals / Compromise Agreements for the Dismissal of
Assessment Appeal re Rodger Espeseth and Sherryl Espeseth**

Section 1. Background. The City extended municipal sanitary sewer services to various properties and constructed other improvements as part of the City's Southern Sanitary Sewer Improvements, City Project No. 2003-03. On May 27, 2008, the City held an assessment hearing and adopted a \$46,754.15 special assessment against property owned by Rodger Espeseth and Sherryl Espeseth, husband and wife (the "Property Owner"). The Property Owner appealed the City's special assessment by filing an assessment appeal action in Dakota County District Court.

After negotiations between the parties to settle the assessment appeal action, the Property Owner has agreed to enter into a Compromise Agreement intended to resolve the dispute between the parties arising from the assessment appeal.

The purpose of the Compromise Agreement is to memorialize the covenants and agreements between the City and Property Owner in connection with the filing of District Court File No. 19HA-CV-08-2450.

The salient terms of the Compromise Agreement between the City and Property Owner provide as follows:

- The City agrees that the City shall reduce the remaining principal balance of the \$46,754.15 assessment against the Espeseth Property by a reduction amount of \$3,740.33 (representing an eight percent (8%) reduction of the assessed amount).

- The assessment reduction shall be made by the City certifying an assessment principal reduction to Dakota County as if the Property Owner had made an assessment principal payment to the City.
- The assessment principal reduction shall be effectuated by the City within thirty (30) days following the City Council approval of the Compromise Agreement.
- The principal reduction will not affect or reduce the first installment of principal and any accrued interest due and payable on the \$46,754.15 special assessment that will be collected with the payable 2009 property taxes.
- The City and Property Owner agree that the assessment appeal action known as District Court File No. 19HA-CV-08-2450 will be dismissed according to the terms of the attached Settlement Stipulation, Order and Judgment.
- The City and Property Owner agree to execute a Conveyance and Waiver Agreement (and its easement and quit claim deed attachments) providing the City with easement rights and T.H. 52 access rights should the City choose to award a contract for the Clark Road Improvements, City Project 2007-17.

Section 2. Council Action. The Council is asked to consider the following at the March 23, 2009, City Council meeting:

1. Attached resolution approving the Compromise Agreement between the City and Rodger Espeseth and Sherryl Espeseth for the Dismissal of the Assessment Appeal related to Dakota County District Court File No. 19HA-CV-08-2450, together with the Settlement Stipulation, Order and Judgment in connection with the special assessment appeal District Court File No. 19HA-CV-08-2450. In addition, said resolution also provides for the execution of a Conveyance and Waiver Agreement (and its easement and quit claim deed attachments) providing the City with easement rights and T.H. 52 access rights should the City choose to award a contract for the Clark Road Improvements, City Project 2007-17.

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

RESOLUTION NO. 09- _____

**RESOLUTION APPROVING A COMPROMISE AGREEMENT,
SETTLEMENT STIPULATION, ORDER AND JUDGMENT
BETWEEN SRW PROPERTIES, LLC AND THE CITY OF INVER GROVE HEIGHTS
RELATING TO CITY PROJECT 2003-03**

WHEREAS, Rodger Espeseth and Sherryl Espeseth, husband and wife (the “Property Owner”), owns real property in the City of Inver Grove Heights currently identified as Dakota County Property Tax ID # 20-24350-010-01 (formerly identified as Dakota County Property Tax ID # 20-28400-030-00 (“Espeseth Property”).

WHEREAS, the Feasibility Report for City Project 2003-03 (the “Project”) proposed to specially assess the Espeseth Property \$46,997.45 pursuant to the Preliminary Assessment Roll contain in the report as Appendix C.

WHEREAS, on May 27, 2008, the Council approved Resolution 08-115 adopting the Final Assessment Roll for City Project 2003-03.

WHEREAS, on said Final Assessment Roll included a \$46,754.15 assessment against the Espeseth Property.

WHEREAS, Property Owner appealed the special assessment by filing Dakota County District Court File No. 19HA-CV-08-2450.

WHEREAS, the Property Owner has executed a Compromise Agreement intended to resolve the assessment appeal filed as Dakota County District Court File No. 19HA-CV-08-2456.

WHEREAS, the salient terms of the Compromise Agreement between the City and Property Owner are as follows:

- The City agrees that the City shall reduce the remaining principal balance of the \$46,754.15 assessment against the Espeseth Property by a reduction amount of \$3,740.33 (representing an eight percent (8%) reduction of the assessed amount).
- The assessment reduction shall be made by the City certifying an assessment principal reduction to Dakota County as if the Property Owner had made an assessment principal payment to the City.
- The assessment principal reduction shall be effectuated by the City within thirty (30) days following the City Council approval of the Compromise Agreement.
- The principal reduction will not affect or reduce the first installment of principal and any accrued interest due and payable on the \$46,754.15 special assessment that will be collected with the payable 2009 property taxes.

- The City and Property Owner agree that the assessment appeal action known as District Court File No. 19HA-CV-08-2450 will be dismissed according to the terms of the attached Settlement Stipulation, Order and Judgment.
- The City and Property Owner agree to execute a Conveyance and Waiver Agreement (and its easement and quit claim deed attachments) providing the City with easement rights and T.H. 52 access rights should the City choose to award a contract for the Clark Road Improvements, City Project 2007-17.

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

1. The Council hereby approves the attached Compromise Agreement between Rodger Espeseth and Sherryl Espeseth, husband and wife, and the City of Inver Grove Heights.
2. The Council also approves the attached Settlement Stipulation, Order and Judgment in connection with the special assessment appeal District Court File No. 19HA-CV-08-2450.
3. The Mayor and Deputy City Clerk are authorized to execute the attached Compromise Agreement between Rodger Espeseth and Sherryl Espeseth, husband and wife, and the City of Inver Grove Heights, and to execute the attached Settlement Stipulation, Order and Judgment in connection with the special assessment appeal District Court File No. 19HA-CV-08-2450. The Mayor and Deputy City Clerk are also authorized to execute the attached Conveyance and Waiver Agreement (and its easement and quit claim deed attachments) providing the City with easement rights and T.H. 52 access rights should the City choose to award a contract for the Clark Road Improvements, City Project 2007-17.
4. The City Attorney is authorized to execute and file the attached Settlement Stipulation, Order and Judgment with Dakota County District Court in connection with the special assessment appeal District Court File No. 19HA-CV-08-2450.
5. The City Attorney is authorized to take such action to implement the provisions in the attached Compromise Agreement and to finalize the settlement and dismissal of the special assessment appeal District Court File No. 19HA-CV-08-2450.

Passed this 23rd day of March, 2009.

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy City Clerk

**COMPROMISE AGREEMENT
PURSUANT TO MINNESOTA RULES OF EVIDENCE, RULE 408,
FOR THE DISMISSAL OF ASSESSMENT APPEAL**

THIS COMPROMISE AGREEMENT ("Agreement") is entered into and effective as of the ____ day of _____, 2009 ("Agreement Date"), by and between the City of Inver Grove Heights, a Minnesota municipal corporation (the "City"), and Rodger O. Espeseth and Sherryl A. Espeseth, husband and wife ("Property Owner").

WITNESSETH:

WHEREAS, the Property Owner owns real property in the City of Inver Grove Heights currently identified as Dakota County Property Tax ID # 20-24350-010-01 (formerly identified as Dakota County Property Tax ID # 20-28400-030-00, and hereinafter legally described and defined as the "Property"); and

WHEREAS, the City extended municipal sanitary sewer services to various properties and constructed other improvements as part of the City's Southern Sanitary Sewer Improvements, City Project No. 2003-03 (the "Project");

WHEREAS, on May 27, 2008, the City held an assessment hearing and levied a \$46,754.15 special assessment against the Property pursuant to Minnesota Statutes, Chapter 429, for Project improvements; and

WHEREAS, the Property Owner appealed the City's special assessment levied against the Property for the Project improvements by filing a special assessment appeal action as Dakota County District Court File No. 19HA-CV-08-2450; and

WHEREAS, this Compromise Agreement is intended to resolve the dispute between the parties arising from the Project and the Property Owner's filing of District Court File No. 19HA-CV-08-2450.

NOW, THEREFORE, in consideration of the mutual promises and covenants of each to the other contained in this Agreement and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto do covenant and agree as follows:

ARTICLE I
THE AGREEMENT

Section 1.01 Purpose. The purpose of this Agreement is to memorialize the covenants and agreements between the City and Property Owner with regard to the dispute between the parties arising from the Project and the Property Owner's filing of District Court File No. 19HA-CV-08-2450.

Section 1.02 Cooperation. The City and Property Owner shall cooperate and use their respective best efforts to ensure the most expeditious implementation of the various provisions of this Agreement.

Section 1.03 Term. The term of this Agreement shall commence on the Agreement Date and shall survive the dismissal of District Court File No. 19HA-CV-08-2450.

Section 1.04 Recitals. The above recitals are true and correct as of the date hereof and constitute a part of this Agreement.

ARTICLE II
DEFINITIONS

Section 2.01 Definitions. The following are terms used in this Agreement. Their meanings as used in this Agreement shall be expressly indicated below, unless the context of this Agreement requires otherwise:

- (a) **Agreement:** This agreement to memorialize the covenants and agreements between the City and Property Owner with regard to the dispute between the parties arising from the Project and the Property Owner's filing of District Court File No. 19HA-CV-08-2450.
- (b) **Agreement Date:** The date written in the first paragraph of the Agreement.
- (c) **Assessment Levy Amount:** The amount of the City's original assessment levy against the Property for the Project improvements in the amount of \$46,754.15.
- (d) **Assessment Principal Reduction Amount:** An assessment principal amount that the City agrees to pay to resolve Property Owner's assessment appeal. The assessment principal reduction shall be made by the City certifying an assessment principal reduction to Dakota County as if the Property Owner had made a principal payment

to the City. The agreed upon Assessment Principal Reduction Amount to resolve District Court File No. 19HA-CV-08-2450 is an eight percent (8%) reduction in the Assessment Levy Amount which equals \$3,740.33.

- (e) City: The City of Inver Grove Heights, a Minnesota municipal corporation.
- (f) Project: The City's Southern Sanitary Sewer Improvements, City Project No. 2003-03.
- (g) Property: Real property in the City of Inver Grove Heights identified currently identified as Dakota County Property Tax ID # 20-24350-010-01 (formerly identified as Dakota County Property Tax ID # 20-28400-030-00 prior to the plat of the Property as ESPESETH ADDITION) and legally described as follows:

Lot 1, Block 1, ESPESETH ADDITION, according to the recorded plat thereof, Dakota County, Minnesota.
- (h) Property Owner: Rodger O. Espeseth and Sherryl A. Espeseth.
- (i) Settlement Stipulation: the Settlement Stipulation, Judgment and Dismissal pleading providing for the dismissal of District Court File No. 19HA-CV-08-2450.

ARTICLE III COVENANTS AND AGREEMENTS

Section 3.01 Covenants and Agreements of the City. The City covenants and agrees with the Property Owner that:

- (a) City Reduction of Property Assessment Principal Balance: On May 27, 2008, the City passed Resolution No. 08-115 which approved the Assessment Levy Amount of \$46,754.15 against the Property for the Project improvements. The City agrees that the City shall reduce the remaining principal balance of said assessment against the Property by the Assessment Principal Reduction Amount of \$3,740.33 (representing an eight percent (8%) reduction of the Assessment Levy Amount). This assessment principal reduction shall be made by the City certifying an assessment principal reduction to Dakota County as if the Property Owner had made an assessment principal payment to the City. Said assessment principal reduction shall be effectuated by the City within thirty (30) days following the Inver Grove Heights City Council approval of this Agreement.

Said principal reduction shall not affect or reduce the first installment of principal and any accrued interest due and payable on the \$46,754.15 special assessment that will be collected with the payable 2009 property taxes. The Property Owner

acknowledges and agrees that said principal reduction will be treated by Dakota County as if the Property Owner made a partial principal payment to reduce the principal balance of the assessment.

Section 3.02 Covenants and Agreements of the Property Owner. Property Owner covenants and agrees with the City that:

- (a) Title: Property Owner warrants that Property Owner has good right, title and interest to enter into this Agreement.
- (b) Settlement Stipulation: Property Owner hereby agrees that Property Owner shall execute and deliver to the City an executed copy of the Settlement Stipulation, Order and Judgment attached hereto as Exhibit A. The parties hereto agree that said Settlement Stipulation, Order and Judgment shall be executed contemporaneously with this Agreement, and the City Attorney shall hold said executed Settlement Stipulation, Order and Judgment in trust until the City has effectuated the agreed upon City Reduction of Property Assessment Principal Balance reflected above in Section 3.01(a); and thereafter, the City Attorney shall proceed with the filing of the executed Settlement Stipulation, Order and Judgment with the District Court.
- (c) Property Owner Payment of Assessment Levy Amount less Assessment Principal Reduction Amount: Property Owner hereby agrees to pay the Assessment Levy Amount and any accrued interest less the Assessment Principal Reduction Amount paid/certified by the City pursuant to this Agreement. City Resolution No. 08-115 approved the Assessment Levy Amount of \$46,754.15 against the Property with interest accruing from July 1, 2009 at a rate of 6.25%. Property Owner acknowledges and agrees that the City's payment/certification of the Assessment Principal Reduction Amount shall not affect or reduce the first installment of principal and accrued interest due and payable on the \$46,754.15 special assessment that will be collected with the payable 2009 property taxes. Property Owner acknowledges and agrees that the benefit of the City's payment/certification of the Assessment Principal Reduction Amount shall be first reflected in the reduced assessment principal and accrued interest calculated by Dakota County and collected with the payable 2010 property taxes.
- (d) Assessment Waiver: Property Owner hereby waives all rights to assessment notices, hearings and appeals, and all other rights pursuant to Minn. Stat. § 429.061, § 429.071 and § 429.081 for the special assessment against the Property up to the Assessment Levy Amount and any accrued interest (pursuant to City Resolution No. 08-115) less the Assessment Principal Reduction Amount paid/certified by the City pursuant to this Agreement. The Property Owner also hereby waives any and all procedural and substantive objections to the City's special assessment of the Property for Project improvement pursuant to City Resolution No. 08-115,

including, but not limited to, notice and hearing requirements and any claim that any or all of the Assessment Levy Amount and all accrued interest (pursuant to City Resolution No. 08-115) less the Assessment Principal Reduction Amount paid/certified by the City exceeds the benefit to the Property for the Project.

- (e) Clark Road Improvements, Conveyance and Waiver Agreement, Parcel 37: Property Owner hereby agrees that Property Owner shall execute and deliver to the City an executed copy of the City of Inver Grove Heights Clark Road Improvements, City Project 2007-17, Trunk Highway 52 Direct Access Rights Conveyance and Waiver Agreement, Parcel 37 attached hereto as Exhibit B. The parties hereto agree that said Access Rights Conveyance and Waiver Agreement shall be executed contemporaneously with this Agreement.

- (f) Quit Claim Deed for Conveyance of T.H. 52 Direct Access Rights: Property Owner hereby agrees that Property Owner shall execute and deliver to the City an executed copy of the Quit Claim Deed attached hereto as Exhibit 4 of the City of Inver Grove Heights Clark Road Improvements, City Project 2007-17, Trunk Highway 52 Direct Access Rights Conveyance and Waiver Agreement, Parcel 37 attached hereto as Exhibit B.. The parties hereto agree that said Quit Claim Deed shall be executed contemporaneously with this Agreement, and the City Attorney shall hold said executed Quit Claim Deed in trust pursuant to the terms of said Access Rights Conveyance and Waiver Agreement.

ARTICLE 4 GENERAL PROVISIONS

Section 4.01 Non-Assignability. Neither party hereto shall assign any interest in this Agreement nor shall either party transfer any interest in the same without the prior written consent of the other party.

Section 4.02 Binding Effect. This Agreement and the terms, conditions and covenants contained herein and the transaction contemplated hereunder shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs, personal representatives, and permitted assigns. This Agreement shall further be binding on subsequent purchasers of the Property and shall run with the Property herein described.

Section 4.03 Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 4.04 Amendments, Changes and Modifications. This Agreement may be amended or any of its terms modified or changed only by a written amendment authorized and executed by the parties hereto.

Section 4.05 Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 4.06 Entire Agreement. This Agreement shall constitute the entire agreement between the parties and shall supersede all prior oral or written negotiations.

Section 4.07 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

Section 4.08 Captions. The captions and the headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provision or section of this Agreement.

Section 4.09 Recording. This Agreement may be recorded by the City with the County Recorder and/or Registrar of Titles.

Section 4.10 Governmental Immunity. Nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by Property Owner, its successors or assigns, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided in Minnesota Statutes, Chapter 466.

The balance of this page is intentionally left blank.

IN WITNESS WHEREOF, the City and the Property Owner have caused this Agreement to be executed by its duly authorized representatives.

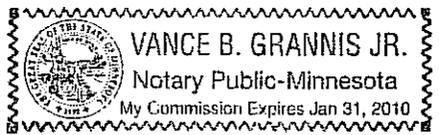
Property Owner: Rodger O. Espeseth and Sherryl A. Espeseth

By: Rodger O. Espeseth
Rodger O. Espeseth

By: Sherryl A. Espeseth
Sherryl A. Espeseth

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 6th day of March, 2009, before me a Notary Public within and for said County, personally appeared Rodger O. Espeseth and Sherryl A. Espeseth, husband and wife, to me personally known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.



Vance B. Grannis Jr.
Notary Public

STATE OF MINNESOTA
COUNTY OF DAKOTA

DISTRICT COURT
FIRST JUDICIAL DISTRICT
COURT FILE NO. 19HA-CV-08-2450

Rodger Espeseth and Sherryl Espeseth,

Appellants,

v.

City of Inver Grove Heights,

Respondent.

**SETTLEMENT STIPULATION
ORDER AND JUDGMENT**

(PID No. 202840003000)

Case Type: Special Assessment
Appeal

WHEREAS, Appellants and Respondent have resolve this special assessment dispute pursuant to a separate agreement.

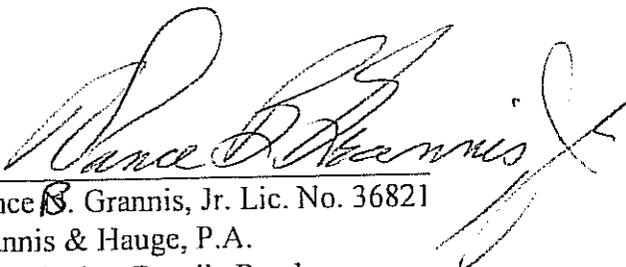
WHEREAS, Appellants and Respondent desire the above-entitled action shall be dismissed with prejudice and without an award of any litigation costs, expenses and/or attorneys' fees to any party.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED:

1. That Appellants and Respondent agree the above-entitled action shall be dismissed with prejudice and without an award of any litigation costs, expenses and/or attorneys' fees to any party.
2. That it is further agreed that Respondent shall cause judgment of dismissal with prejudice and on the merits to be entered herein.

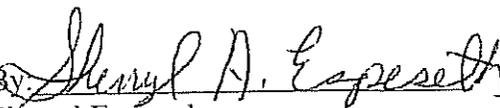
ATTORNEYS FOR
APPELLANTS

GRANNIS & HAUGE, P.A.

By: 
Vance B. Grannis, Jr. Lic. No. 36821
Grannis & Hauge, P.A.
1260 Yankee Doodle Road
Suite 200
Eagan, MN 55121
Telephone: (651) 454-9000

APPELLANTS

By: 
Rodger Espeseth

By: 
Sherryl Espeseth

ATTORNEYS FOR
RESPONDENT

LeVANDER, GILLEN & MILLER, P.A.

By: _____
Timothy J. Kuntz, Lic. No. 58993
Jay P. Karlovich, Lic. No. 247650
LeVander Gillen & Miller, P.A.
633 South Concord Street
Suite 400
South St. Paul, MN 55075
Telephone: (651) 451-1831

RESPONDENT
CITY OF INVER GROVE
HEIGHTS

Mayor George Tourville

Attest:

Deputy Clerk Melissa Rheaume

ORDER

Pursuant to the foregoing Stipulation, the above-entitled action is hereby dismissed with prejudice and without an award of any litigation costs, expenses and/or attorneys' fees to any party.

LET JUDGEMENT BE ENTERED ACCORDINGLY.

Dated: _____, 2009.

BY THE COURT:

Judge of District Court

JUDGMENT

I hereby certify that the above Order constitutes a judgment of the Court.

Dated: _____, 2009.

COURT ADMINISTRATOR:

By: _____

Its: _____

**CITY OF INVER GROVE HEIGHTS
CLARK ROAD IMPROVEMENTS, CITY PROJECT 2007-17,
TRUNK HIGHWAY 52 DIRECT ACCESS RIGHTS
CONVEYANCE AND WAIVER AGREEMENT, PARCEL 37**

This Agreement by and between the City and the Property Owner.

Article 1
Definitions

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

1.2 **Agreement.** "Agreement" means this City of Inver Grove Heights Clark Road Improvements, City Project 2007-17, Trunk Highway 52 Direct Access Rights Conveyance and Waiver Agreement.

1.3 **Agreement Date.** "Agreement Date" means the date that both the Property Owner and the City have completed the execution of the Agreement in the presence of a notary.

1.4 **Property Owner.** "Property Owner" means Rodger O. Espeseth and Sherryl A. Espeseth, husband and wife, and their successors and assigns.

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

1.6 **Project.** "Project" means Clark Road Improvements, City Project 2007-17, as shown in Exhibits 1 and 2, attached hereto and made a part hereof.

1.7 **Property.** "Property" means Property Owner's real property addressed as 10900 Clark Road, Inver Grove Heights, MN 55115, and legally described on Exhibit 3, attached hereto and made a part hereof.

1.8 T.H. 52 Direct Access Rights. “T.H. 52 Direct Access Rights” means all rights of access, including all rights of ingress and egress, to and from the Property directly to and from State of Minnesota’s Trunk Highway 52, as described in the Quit Claim Deed attached hereto as Exhibit 4 and made a part hereof.

1.9 Clark Road Direct Access Rights. “Clark Road Direct Access Rights” means all rights of access, including all rights of ingress and egress, to and from the Property directly to and from Clark Road, as described in the Quit Claim Deed attached hereto as Exhibit 4 and made a part hereof.

Article 2 Recitals

Recital No. 1. The Project provides for the extension of Clark Road from its existing intersection with Trunk Highway 52 northerly along the westerly right-of-way of said Trunk Highway 52 leading to a cul-de-sac that would replace the private Briggs Drive direct access intersection with Trunk Highway 52. Exhibits 1 and 2 depict City Project 2007-17 which would result in the closure of direct access to and from Trunk Highway 52 to and from the existing private Briggs Drive and the existing public Clark Road intersections with said Trunk Highway 52. In the after condition, the Property access to and from Trunk Highway 52 would be restricted to Clark Road (serving as an approximate one mile westerly frontage road as shown in Exhibit 1) leading to and from the existing controlled access interchange of 117th Street and Trunk Highway 52.

Recital No. 2. The City has determined that the Project could be financially feasible if the Property Owner (and other property owners) that currently possess the T.H. 52 Direct Access Rights to and from private Briggs Drive and public Clark Road would convey to the City the T.H. 52 Direct Access Rights without monetary compensation paid therefore and waive any claims for the change in access to and from the Property as a result of the Project.

Recital No. 3. The City is willing to construct the Project at the City’s expense without any special assessments levied against the Property provided that the City is able to secure voluntary conveyances of the T.H. 52 Direct Access Rights to and from private Briggs Drive and public Clark Road.

Recital No. 4. The Property Owner is willing to convey and quit claim the T.H. 52 Direct Access Rights to the City in return for the City awarding a construction contract for the Project. If the City fails to award a construction contract for the Project by December 31, 2009, this Agreement shall be null and void.

Recital No. 5. The Property Owner is also willing to convey and quitclaim the Clark Road Direct Access Rights if the Project proceeds causing a realignment of Clark Road and negating the Property Owner’s need for the Clark Road Direct Access Rights described in the Quit Claim Deed attached hereto as Exhibit 4.

Recital No. 5. The Property Owner and City agree that these Article 2 Recitals are material terms of this Agreement.

Article 3
Consideration

3.1 Consideration. The Property Owner agrees to: a) comply with the terms of this Agreement, b) execute the Quit Claim Deed (shown in Exhibit 4), and c) deliver the Quit Claim Deed to the City upon execution of this Agreement to be held in trust by the City and only recorded after the City has awarded a construction contract for the Project on or before December 31, 2009. The City agrees a) to only record said Quit Claim Deed (at the City's expense) after the City has awarded a construction contract for the Project on or before December 31, 2009, b) that the City shall not specially assess the Property for the Project, c) to return said Quit Claim Deed to the Property Owner if the City fails to award a construction contract for the Project on or before December 31, 2009, and d) that the City shall remove a power pole (which is no longer used or needed for utility purposes) currently located on the Property as requested by the Property Owner (provided that the City has awarded a construction contract for the Project on or before December 31, 2009 deadline) and said power pole removal shall be paid for by the City as a Project cost. Property Owner acknowledges and agrees that this Agreement constitutes sufficient consideration for conveyance contained in Article 3 and for the waiver contained in Article 4, below.

Article 4
Waiver

4.1 Waiver. For good and valuable consideration, the Property Owner, for itself, its successors and assigns of any Property interest, and for anyone claiming to be acting on its behalf, does hereby irrevocably waive all actions, causes of action, suits, rights, claims and demands whatsoever, including attorney's fees of any nature whatsoever, whether or not well-founded in fact or in law, known or unknown, contingent or non-contingent, and whether or not based upon statute or common law, against the City, arising out of the Property Owner's loss of the T.H. 52 Direct Access Rights, the Clark Road Direct Access Rights, and/or arising out of the change in access to and from the Property caused by the Project. This waiver shall become effective upon the recording of the Quit Claim Deed shown in Exhibit 4.

Article 5
Miscellaneous

5.1 Breach. In the event that the Property Owner, its successors or assigns, breach this Agreement, the Property Owner agrees to pay the City's reasonable attorney fees, expenses, and costs to enforce this Agreement. In the event that the City, its successors or assigns, breach this Agreement, the City agrees to pay Property Owner's reasonable attorney fees, expenses and costs to

enforce this Agreement.

5.2 **Applicable Law.** This Agreement shall be construed, performed, and enforced, and the legal rights, obligations, and relations between the parties hereto shall be determined under the laws of the State of Minnesota applicable to contracts made and to be performed in such State.

5.3 **Headings.** The paragraph headings appearing in this Agreement are for convenience only, are not part of this Agreement, and are not to be considered in interpreting this Agreement.

5.4 **Severability.** The provisions of this Agreement are severable. If any paragraph, sentence, clause, or phrase of this Agreement is for any reason held contrary to law or contrary to any rule or regulation having the force of law, such decision shall not affect the remaining portions of this Agreement.

5.5 **Binding Effect.** This Agreement shall be binding upon the parties and their successors and assigns as well as all subsidiaries and affiliates of any party.

5.6 **Counterparts.** This Agreement may be executed in more than one counterpart, each of which shall be deemed to be an original but all of which taken together shall be deemed a single instrument.

5.7 **Notice To Property Buyers.** The Property Owner agrees to notify and provide any buyer of the Property with an executed copy of this Agreement if the Property Owners sells any interest in the Property following the execution of this Agreement and prior to December 31, 2009. The Property Owner agrees to require any future owner of the Property to execute and deliver a Quit Claim Deed (as shown in Exhibit 4) to the City upon the sale of any interest in the Property prior to December 31, 2009.

5.8 **Recording.** The City may record this Agreement at the City's expense.

[THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

In Witness Whereof, the parties have executed this Agreement.

City of Inver Grove Heights

By: _____
George Tourville

ATTEST:

Melissa Rheaume
Deputy City Clerk

STATE OF MINNESOTA)
)
) ss.
COUNTY OF DAKOTA)

On this ____ day of _____, 2009, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Rheaume to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and 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 Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipal corporation.

Notary Public

Property Owner: Rodger O. Espeseth and Sherryl A. Espeseth

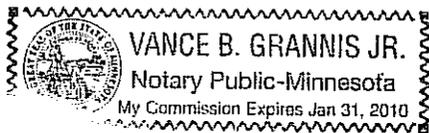
By: Rodger O. Espeseth
Rodger O. Espeseth

By: Sherryl A. Espeseth
Sherryl A. Espeseth

STATE OF MINNESOTA)

COUNTY OF DAKOTA)

On this 6th day of March, 2009, before me a Notary Public within and for said County, personally appeared Rodger O. Espeseth and Sherryl A. Espeseth, husband and wife, to me personally known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.



Vance B. Grannis
Notary Public

This instrument drafted by:

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

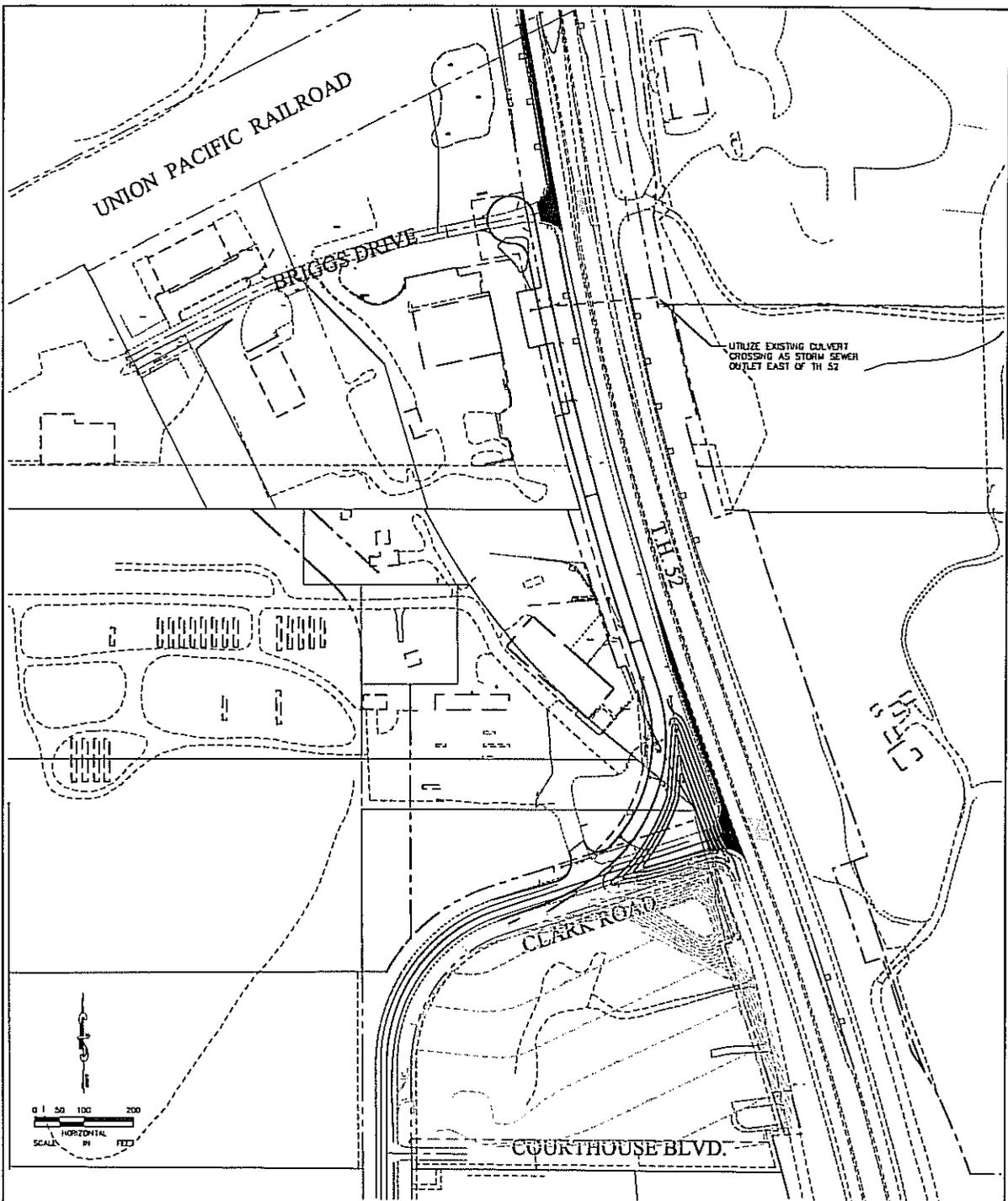
After recording, please return the original recorded copy to the Timothy J. Kuntz at the above address.

Exhibit 1

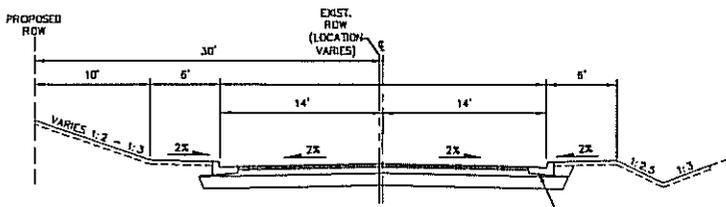
Location Map
Clark Road Improvements
City Project 2007-17

Exhibit 2

Street and Drainage Improvements Map
Clark Road Improvements
City Project 2007-17



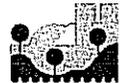
C:\CITY OF INVERGROVEHEIGHTS\PROJECTS\CLARK_RD\CLARK_RD\DWG\CLARK_RD-ENR\CLARK_RD-ENR.dwg April 22, 2008 - 8:20am



CLARK ROAD TYPICAL SECTION

LEGEND

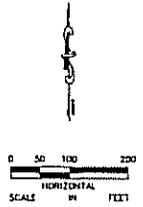
- ACCESS CLOSURE
- ACCESS CLOSURE (BY MN/DOT)
- PROPOSED ROADWAY
- PROPOSED STORM SEWER



City of
Inver Grove Heights
8150 BARBARA AVENUE
INVER GROVE HEIGHTS, MN 55077-3412



Kimley-Horn
and Associates, Inc.



STREET AND DRAINAGE
IMPROVEMENTS MAP
CLARK ROAD IMPROVEMENTS
CITY PROJECT 2007-17

Exhibit 3

Property Legal Description
(abstract property)

Lot 1, Block 1, ESPESETH ADDITION, according to the recorded plat thereof, Dakota County, Minnesota.

Exhibit 4

Quit Claim Deed
for conveyance of
T.H. 52 Direct Access Rights

DEED TAX DUE: \$ _____

Date: _____

FOR VALUABLE CONSIDERATION, Rodger O. Espeseth and Sherryl A. Espeseth, husband and wife as joint tenants

(marital status)

Grantor, hereby conveys and quitclaims to City of Inver Grove Heights

Grantee, a municipal corporation under the laws of Minnesota
real property in Dakota County, Minnesota, described as follows:

See Exhibit 37, attached hereto and made a part hereof.

together with all hereditaments and appurtenances.

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.

Rodger O. Espeseth
Rodger O. Espeseth
Sherryl A. Espeseth
Sherryl A. Espeseth

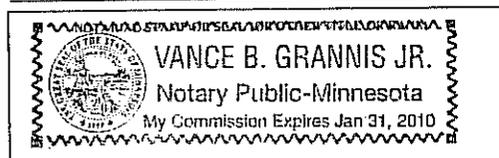
Affix Deed Tax Stamp Here

STATE OF MINNESOTA }
COUNTY OF DAKOTA }

This instrument was acknowledged before me on 3/6/09

Date

by Rodger O. Espeseth and Sherryl A. Espeseth, husband and wife as joint tenants



[Signature]
SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

Check here if part or all of the land is Registered (Torrens)

Tax Statements for the real property described in this instrument should be sent to (include name and address of Grantee):

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS):

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

Rodger O. Espeseth and Sherryl A. Espeseth
6325 Bailey Trail East
Inver Grove Heights, MN 55077

Exhibit 37
Access Rights Legal Description
(abstract property)

All rights of access, including all rights of ingress and egress, to and from State of Minnesota Trunk Highway 52/55, to and from "Grantor's Property" described below:

"Grantor's Property" is legally described as:

Lot 1, Block 1, ESPESETH ADDITION, according to the recorded plat thereof, Dakota County, Minnesota.

AND

All rights of access, including all rights of ingress and egress, to and from Grantor's Property to and from State of Minnesota Trunk Highway 52/55 over and across the 100 foot wide Clark Road intersection with State of Minnesota Trunk Highway 52/55 as shown on the plats of GAINNEY ADDITION and ESPESETH ADDITION on file and of record in the Office of the Dakota County Recorder.

AND

All rights of access, including all rights of ingress and egress, to and from Grantor's Property to and from Clark Road along Grantor's Property frontage on Clark Road described as follows: Beginning at the most northerly corner of Lot 1, Block 1, ESPESETH ADDITION, Dakota County, Minnesota, thence southwesterly along the northwesterly line of said Lot 1 on an assumed bearing of South 72 degrees 02 minutes 33 seconds a distance of 261.92 feet and there terminating. Said 261.92 dimension referenced above is shown on the plat of ESPESETH ADDITION as also the dimension of the plat dedication of a drainage and utility easement area.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

PERSONNEL ACTIONS

Meeting Date: March 23, 2009
Item Type: Consent
Contact: Jenelle Teppen, Asst. City Admin
Prepared by: Amy Brinkman, H.R. Coordinator
Reviewed by: n/a

Fiscal/FTE Impact:	
<input type="checkbox"/>	None
<input checked="" type="checkbox"/>	Amount included in current budget
<input type="checkbox"/>	Budget amendment requested
<input type="checkbox"/>	FTE included in current complement
<input type="checkbox"/>	New FTE requested – N/A
<input type="checkbox"/>	Other

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

Please confirm the termination of seasonal/temporary employment of: Anne Rathman.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider a Resolution Ordering the Project, Approving the Plans and Specifications, and Authorizing Advertisement for Bids for the 2009 Pavement Management Program, City Project No. 2009-09D – Urban Street Reconstruction Project (South Grove Area 4)

Meeting Date: March 23, 2009
 Item Type: Public Hearing
 Contact: Scott Thureen 651.450.2571
 Prepared by: Scott Thureen, Public Works Director *SDT*
 Reviewed by: N/A

Fiscal/FTE Impact:	
<input type="checkbox"/>	None
<input type="checkbox"/>	Amount included in current budget
<input type="checkbox"/>	Budget amendment requested
<input type="checkbox"/>	FTE included in current complement
<input type="checkbox"/>	New FTE requested – N/A
<input checked="" type="checkbox"/>	Other: Pavement Management Funds, Special Assessments, State Aid Funds, Water Connection Fund

PURPOSE/ACTION REQUESTED

Consider a resolution ordering the project, approving the plans and specifications, and authorizing advertisement for bids for the 2009 Pavement Management Program, City Project No. 2009-09D – Urban Street Reconstruction Project (South Grove Area 4).

SUMMARY

The project was initiated by the City Council as part of the City’s Pavement Management Program (PMP). The project involves roadway reconstruction, including bituminous pavement reclamation, subgrade excavation/preparation, granular subgrade, aggregate base, bituminous pavement, curb and gutter removal/replacement; driveway reconstruction; sidewalk removal/replacement; drainage improvements including storm sewer and rain garden installation; water main improvements, including watermain replacement, hydrant/valve replacement, and installation of a pressure reducing station; restoration and appurtenances. The street segments included in the project are shown on the attached map (Exhibit 1) and are listed below:

- 75th Street East from Cahill Avenue to Clayton Avenue East
- Carmen Avenue from 75th Street East to 76th Street East
- 76th Street East from Carmen Avenue to Clayton Avenue East
- Clayton Avenue East from 75th Street East to 78th Street East
- 77th Street East from Clayton Avenue East to Conroy Way
- 78th Street East from Cahill Avenue to Conroy Way
- 75th Court East.

Two of the street segments in the project are on the City’s Municipal State Aid system – Clayton Avenue East and 75th Street East. Both streets are being reconstructed to State Aid standards to make them eligible for State Aid funding (approximately \$646,500). Clayton Avenue East will be posted for no parking on one side, similar to what was done in City Project Nos. 2006-09D, 2007-09D, and 2008-09D. 75th Street East will allow parking on both sides.

Storm sewer improvements include the installation of a piped outlet from the stormwater pond located on City property west of Clayton Avenue East and north of 78th Street East. Currently no pond outlet exists. City staff is working with Independent School District 199 to obtain permanent and temporary drainage and utility easements for the pipe on the former South Grove Elementary School property located east of Clayton Avenue East.

The project is proposed to be funded from the City Pavement Management Fund, the City's Municipal State Aid Account, the Water Connection Fund, and special assessments to the benefiting properties. See attached Table 1 for a funding summary.

Based on previous Council discussions concerning street reconstruction projects, the preliminary assessment calculations assume a 30 percent City contribution for the street reconstruction costs. The storm sewer would be assessed based on the area of each parcel that drains to the storm sewer system within the project area.

The total estimated project cost is \$3,833,100.00. This cost estimate includes the cost to grade the rain gardens and install the soil. It does not include the cost of plants and mulch. The total amount proposed to be assessed is \$2,226,420. The proposed preliminary assessments are shown in Table 2.

A neighborhood information meeting was held on March 12th and was attended by 37 residents. The primary discussion topics at this meeting included proposed improvements, impact to residents during construction, driveway reconstruction, proposed financing and assessments, methodology for calculation of drainage assessments, and project schedule.

The estimated assessment for street reconstruction is \$6,602.42 per single family residential parcel. When the assessment for drainage is added, the total assessment increases to approximately \$8,000 to \$10,000 per parcel.

The appraisal analysis that was completed by Metzen Appraisals presented the opinion that, on average, an assessment amount of \$4,000 per single family residential parcel and \$2,000 per townhome parcel could be sustained in this area of the South Grove neighborhood. If this recommendation was followed, the proposed total assessment would be reduced to \$1,576,405.

Attached is the preliminary assessment roll showing the cumulative assessment total for each parcel for all of the associated reconstruction projects in the South Grove neighborhood. When the Council considers the assessments for this project, it may want to consider increasing the City contribution for the project to keep the cumulative project per-parcel assessment near the appraiser's recommended amount. Other funding sources, such as the City Pavement Management Fund or the Closed Bond Fund, could be used to fund the difference between the policy-based estimated assessment amounts and the appraiser's recommendation (\$650,015).

I recommend approval of the resolution ordering the project, approving plans and specifications, and authorizing advertisement for bids for City Project No. 2009-09D – Urban Street Reconstruction (South Grove Area 4).

SDT/kf

Attachments: Exhibit 1 – Area Map
Table 1 – Financing Summary
Table 2 – Preliminary Assessment Roll
Resolution

TABLE 1

**CITY OF INVER GROVE HEIGHTS
SOUTH GROVE STREET RECONSTRUCTION
AREA 4**

CITY PROJECT 2009-09D

FUNDING SUMMARY

Project Funding Options	Special Assessments	Pavement Management Fund	Municipal State Aid	Water Connection Fund	TOTAL
Pavement Management Fund Standard Policy	\$ 2,226,420	\$ 289,980	\$ 646,500	\$ 670,200	\$ 3,833,100
Pavement Management Fund Policy w/ Metzen Analysis Cap ¹	\$ 1,576,405	\$ 939,995	\$ 646,500	\$ 670,200	\$ 3,833,100

¹\$4,000 per parcel cap for Single-Family, \$2,000 per parcel cap for Townhomes

TABLE 2
CITY PROJECT NO. 2009-09D - SOUTH GROVE AREA 4 - PRELIMINARY ASSESSMENT ROLL

MAP NO.	PID NO.	OWNER NAME	HOUSE NO.	STREET NAME	DRAINAGE ASSESSMENT	PER LOT STREET ASSESSMENT	F.F. STREET ASSESSMENT	TOTAL 2009-09D ASSESSMENT	2001-02 ASSESSMENT	2006-09D ASSESSMENT	2007-09D ASSESSMENT	TOTAL PREVIOUS ASSESSMENTS
2	207115220005	DAVID W KELLEY	3337	75TH ST E	\$1,529.72	\$6,602.42	\$8,132.14	\$8,132.14			\$736.87	\$736.87
3	207115221005	MICHELE A HANSON	3355	75TH ST E	\$1,699.71	\$6,602.42	\$8,302.13	\$8,302.13			\$914.48	\$914.48
4	207115222005	ALAN & LISA GROENE	3373	75TH ST E	\$1,614.72	\$6,602.42	\$8,217.14	\$8,217.14			\$787.96	\$787.96
5	207115223005	ROBERT L & KIM M KUINTZ	3393	75TH ST E	\$1,614.71	\$6,602.42	\$8,217.13	\$8,217.13			\$759.92	\$759.92
6	207115224005	STEVEN J FISHER	7487	CLAY AVE E	\$1,586.12		\$1,586.12	\$1,586.12			\$4,912.69	\$4,912.69
7	208090002000	JAMES & SHELLEY MCLEES	7332	CLAY AVE E	\$281.29		\$281.29	\$281.29			\$312.94	\$312.94
8	208090003000	TIMOTHY A & PATRICIA STAACK	7338	CLAY AVE E	\$729.33		\$729.33	\$729.33			\$4,985.25	\$4,985.25
9	200100001056	CITY OF INVER GROVE HTS			\$25,623.82		\$113,667.13	\$139,290.95	\$278.68	\$34.75		\$5,000.00
10	207115201006	DEANNE MARIE SWEET	7505	CLAYTON AVE E	\$1,966.74	\$6,602.42	\$8,569.16	\$8,569.16				
11	207115202006	LUNDA M & MERRILL J BAKER	3462	75TH ST E	\$1,795.92	\$6,602.42	\$8,398.34	\$8,398.34				
12	207115203006	ROBERT L LEYDE	3442	75TH ST E	\$1,795.63	\$6,602.42	\$8,398.05	\$8,398.05				
13	207115204006	PAUL C & BARBARA M CYSIEWSKI	3422	75TH ST E	\$1,795.76	\$6,602.42	\$8,398.18	\$8,398.18				
14	207115205006	HERBERT W & SHARON BALIFE	3402	75TH ST E	\$1,795.77	\$6,602.42	\$8,398.19	\$8,398.19				
15	207115206006	JOHN L GRASZ	3384	75TH ST E	\$1,928.78	\$6,602.42	\$8,531.20	\$8,531.20				
16	207115207006	TERYL LEE SCHNEIDER	3364	75TH ST E	\$2,017.45	\$6,602.42	\$8,619.87	\$8,619.87				
17	207115208006	JOSEPH SCOTT	3348	75TH ST E	\$1,689.63	\$6,602.42	\$8,292.05	\$8,292.05				
18	207115209006	ARVID PIERRE BLACKBIRD	3346	75TH CT E	\$2,177.34	\$6,602.42	\$8,779.76	\$8,779.76				
19	207115210006	TANYA J SOLBERG	3342	75TH CT E	\$1,505.94	\$6,602.42	\$8,108.36	\$8,108.36				
20	207115211006	THOMAS J JR KELLER	3324	75TH CT E	\$1,846.87	\$6,602.42	\$8,449.29	\$8,449.29				
21	207115212006	KATHERINA C DOSH	3320	75TH CT E	\$2,394.46	\$6,602.42	\$8,996.88	\$8,996.88				
22	207115213006	LANCE S & LISA K SANDERS	3318	75TH CT E	\$1,609.44	\$6,602.42	\$8,211.86	\$8,211.86				
23	207115214006	TIMOTHY W BRETZKE	3248	75TH ST E	\$1,625.82	\$6,602.42	\$8,228.24	\$8,228.24				
24	207115215006	MARY H RAMIREZ	7516	CARMEN AVE E	\$1,613.45	\$6,602.42	\$8,215.87	\$8,215.87				
25	207115216006	GREG D & MARCIA THIEL	7538	CARMEN AVE E	\$1,995.28	\$6,602.42	\$8,597.70	\$8,597.70				
26	207115217006	DAVID C & NATALIE A FRANSON	7558	CARMEN AVE E	\$2,266.96	\$6,602.42	\$8,869.38	\$8,869.38				
27	207115218006	CHARLES L & SHARON M MORTENSON	7570	CARMEN AVE E	\$2,205.42	\$6,602.42	\$8,807.84	\$8,807.84				
28	207115219006	LARRY G & SANDRA J KUMMIE	3303	76TH ST E	\$2,245.44	\$6,602.42	\$8,847.86	\$8,847.86				
29	207115220006	CASSIE R COOPER	3323	76TH ST E	\$1,555.08	\$6,602.42	\$8,157.50	\$8,157.50				
30	207115221006	DONALD L & JUDITH L MANZ	3337	76TH ST E	\$1,419.49	\$6,602.42	\$8,021.91	\$8,021.91				
31	207115222006	MARLYN & EDNA TSTE HENNEN	3353	76TH ST E	\$1,616.23	\$6,602.42	\$8,218.65	\$8,218.65				
32	207115223006	JAMES H & VALERIE A KENNEDY	3367	76TH ST E	\$1,502.99	\$6,602.42	\$8,105.41	\$8,105.41				
33	207115224006	JEROME & L PIETRUSZEWSKI	3385	76TH ST E	\$2,913.56	\$6,602.42	\$9,515.98	\$9,515.98				
34	207115225006	JAMICE T HARTKE	3403	76TH ST E	\$2,620.61	\$6,602.42	\$9,223.03	\$9,223.03				
35	207115226006	JACOB E KLINGNER	3425	76TH ST E	\$2,138.24	\$6,602.42	\$8,740.66	\$8,740.66				
36	207115227006	BRUCE A & LEONA KINNEBERG	3445	76TH ST E	\$2,031.61	\$6,602.42	\$8,634.03	\$8,634.03				
37	207115228006	JEFFREY C REICH	3463	76TH ST E	\$1,806.18	\$6,602.42	\$8,408.60	\$8,408.60				
38	207115229006	HUGH B & VIRGINIA MCCABE	7549	CLAYTON AVE	\$1,977.65	\$6,602.42	\$8,580.07	\$8,580.07				
39	207115201007	LEO & MARY TOMINATO	3482	76TH ST E	\$2,099.09	\$6,602.42	\$8,701.51	\$8,701.51				
40	207115202007	KATHLEEN R LARSEN	7623	CLAYTON AVE	\$2,217.35	\$6,602.42	\$8,819.77	\$8,819.77				
41	207115203007	JOAN CHALLENGER	7639	CLAYTON AVE	\$3,113.15	\$6,602.42	\$9,715.57	\$9,715.57				
42	207115204007	THOMAS P & JENNIFER LATOUR	3454	76TH ST E	\$2,204.43	\$6,602.42	\$8,806.85	\$8,806.85				
43	207115205007	ROBERT L & MARY SCHAEFER	3426	76TH ST E	\$3,396.30	\$6,602.42	\$9,998.72	\$9,998.72				
44	207115206007	MELODIE A COOK	3414	76TH ST E	\$3,137.17	\$6,602.42	\$9,739.59	\$9,739.59				
45	207115207007	KEITH KAEDER	3396	76TH ST E	\$2,896.25	\$6,602.42	\$9,498.67	\$9,498.67				
46	207115208007	JOSEPH & TAMRA GIUPIK	3380	76TH ST E	\$2,826.65	\$6,602.42	\$9,429.07	\$9,429.07				
47	207115209007	JACK & EMALYN TUNELL	3362	76TH ST E	\$2,470.48	\$6,602.42	\$9,072.90	\$9,072.90				
48	207115210007	CHAD O & JACKIE L EMERY	3344	76TH ST E	\$1,974.65	\$6,602.42	\$8,577.07	\$8,577.07				
49	207115211007	JOHANN & JOAN JOZELIC	3326	76TH ST E	\$1,747.45	\$6,602.42	\$8,349.87	\$8,349.87				
50	207115112006	JOSEPH REITZEL	7394	CLAYTON AVE	\$800.28		\$800.28	\$800.28	\$290.63	\$871.04	\$3,838.33	\$5,000.00
51	207115113006	SEAN R WRIGHT	7416	CLAYTON AVE E	\$907.51		\$907.51	\$907.51	\$213.86	\$1,218.42	\$3,567.72	\$5,000.00
52	207115114006	DORENE E TSTE ROSVOLD	7432	CLAYTON AVE E	\$923.87		\$923.87	\$923.87	\$147.45	\$984.39	\$3,868.16	\$5,000.00
53	207115115006	GORDON BLAKE SCHENIAN	7450	CLAYTON AVE E	\$942.75		\$942.75	\$942.75	\$813.34	\$4,081.31	\$4,894.65	

TABLE 2

CITY PROJECT NO. 2009-09D - SOUTH GROVE AREA 4 - PRELIMINARY ASSESSMENT ROLL

MAP NO.	PID NO.	OWNER NAME	HOUSE NO.	STREET NAME	DRAINAGE ASSESSMENT	PER LOT STREET ASSESSMENT	F.F. STREET ASSESSMENT	TOTAL 2009-09D ASSESSMENT	2001-02 ASSESSMENT	2006-09D ASSESSMENT	2007-09D ASSESSMENT	TOTAL PREVIOUS ASSESSMENTS
54	207115116006	RAYCHAND J & JULIE A NATH	7464	CLAYTON AVE E	\$1,315.65			\$1,315.65	\$70.77	\$592.65	\$4,336.58	\$5,000.00
55	207115117006	ROLLAND W & RUTH C BARRON	7484	CLAYTON AVE E	\$951.41			\$951.41			\$5,000.00	\$4,782.52
56	207115224001	LYNDA R KARELS	7447	CLAYTON AVE E	\$1,730.38			\$1,730.38			\$5,000.00	\$5,000.00
57	207115225001	CARL & JOANN STOFFEL	7429	CLAYTON AVE	\$1,730.74			\$1,730.74			\$5,000.00	\$5,000.00
58	207115226001	MICHAEL J & CHERYL MASLOSKI	7413	CLAYTON AVE	\$1,731.12			\$1,731.12			\$5,000.00	\$5,000.00
59	207115227001	DONALD F & SHIRLEY G KAPPEL	7393	CLAYTON AVE	\$1,558.06			\$1,558.06	\$259.61		\$4,740.39	\$5,000.00
60	207115201002	JOSEPH F HEITZIG	7343	CLAY CT E	\$1,569.02			\$1,569.02			\$5,000.00	\$5,000.00
61	207115202002	JAMES R & PAULINE M LABARRE	7333	CLAY AVE E	\$1,594.99			\$1,594.99			\$4,971.74	\$5,000.00
62	207115203002	JOHN J & ELIZABETH K GULLERUD	7319	CLAY AVE E	\$214.94			\$214.94	\$270.47		\$4,729.53	\$5,000.00
63	207115204002	HAROLD J & PATRICIA DETLIE	7311	CLAY AVE E	\$14.72			\$14.72	\$283.66		\$4,716.34	\$5,000.00
64	207115205002	PEGGY L TALBOT	3376	73RD ST E	\$35.39			\$35.39	\$270.71		\$4,729.29	\$5,000.00
65	207115206002	ROBERT T LOSIE	3358	73RD ST E	\$304.96			\$304.96	\$239.51		\$4,760.49	\$5,000.00
66	207115207002	GAIL J KNOLL	3342	73RD ST E	\$769.73			\$769.73	\$272.47		\$4,727.53	\$5,000.00
67	207115208002	HARRIET J BIERMAN	3324	73RD ST E	\$119.25			\$119.25	\$390.28		\$4,609.72	\$5,000.00
68	207115214002	DEBRA JO KELLY	7374	CARMEN AVE E	\$382.82			\$382.82	\$398.11		\$4,601.89	\$5,000.00
69	207115215002	DAVID A & SUSAN K QUINN	3267	74TH ST E	\$494.72			\$494.72	\$195.30		\$4,894.61	\$5,000.00
70	207115216002	WILFORD W & CHRISTIN REICH	3287	74TH ST E	\$415.22			\$415.22	\$165.39		\$4,834.61	\$5,000.00
71	207115217002	MICHAEL & V KUTA	3303	74TH ST E	\$729.72			\$729.72	\$140.26		\$4,859.74	\$5,000.00
72	207115218002	SHELLY A FARLEY	3317	74TH ST E	\$2,543.95			\$2,543.95			\$5,000.00	\$5,000.00
73	207115219002	JAMES M & KATHLEEN FRIEDL	3321	74TH ST E	\$1,783.16			\$1,783.16			\$5,000.00	\$5,000.00
74	207115220002	SHEILA M BROWN	3331	74TH ST E	\$1,746.89			\$1,746.89			\$5,000.00	\$5,000.00
75	207115221002	MICHAEL BOLDISCHAR	3341	74TH ST E	\$1,478.35			\$1,478.35			\$5,000.00	\$5,000.00
76	207115222002	EDWARD A BIGGS	3353	74TH ST E	\$1,367.18			\$1,367.18			\$4,978.17	\$5,000.00
77	207115223002	MARCIA K BRUSOE	3369	74TH ST E	\$1,644.18			\$1,644.18			\$5,000.00	\$5,000.00
78	207115224002	RICHARD J & JUDITH KISCH	3387	74TH ST E	\$1,694.48			\$1,694.48			\$5,000.00	\$5,000.00
79	207115225002	FRANCES E COTTON	3407	74TH ST E	\$1,479.19			\$1,479.19			\$5,000.00	\$5,000.00
80	207115226002	JEAN M NYBERG	7377	CLAY AVE E	\$1,508.20			\$1,508.20			\$5,000.00	\$5,000.00
81	207115227002	JEFFREY & BERNADETTE HULSE	7365	CLAY CT E	\$1,480.03			\$1,480.03			\$5,000.00	\$5,000.00
82	207115228002	DANIEL & CHRISTINE GOSSWILLER	7363	CLAY CT E	\$1,697.54			\$1,697.54			\$5,000.00	\$5,000.00
83	207115229002	JOSHUA BRAUN	7361	CLAY CT E	\$1,396.73			\$1,396.73			\$4,999.69	\$5,000.00
84	207115230002	TARIQ SAMY	7359	CLAY CT E	\$2,234.18			\$2,234.18			\$5,000.00	\$5,000.00
85	207115231002	ALLISHA M JOHNSON	7355	CLAY CT E	\$2,746.97			\$2,746.97			\$5,000.00	\$5,000.00
86	207115232002	KENNETH & SANDRA HOFF	7351	CLAY CT E	\$1,797.84			\$1,797.84			\$5,000.00	\$5,000.00
87	207115233002	GENE L & ROSEMARY TORAASON	7347	CLAY CT E	\$2,528.03			\$2,528.03			\$5,000.00	\$5,000.00
88	207115204004	NICOLE M IRVIN	7411	CARMEN AVE E	\$168.88			\$168.88	\$91.14		\$4,313.91	\$4,405.05
89	207115205004	JOHN KOBLER	7417	CARMEN AVE E	\$573.32			\$573.32			\$4,400.24	\$4,400.24
90	207115211004	DIANA R SCOTT	3225	75TH ST E	\$60.27	\$6,602.42		\$6,662.69				
91	200100002054	ROGER W & BARBARA K LEIK	7698	CAHILL AVE	\$12,058.88			\$12,058.88				
92	200100003054	ROBERTA M & DEAN M RADI	7728	CAHILL AVE E	\$16,348.63			\$16,348.63				
93	206730002001	PETER J BENNER	7650	CAHILL AVE E	\$11,795.67			\$11,795.67				
94	207115214001	VERNA M & STANLEY D MILLER	7346	CLAY AVE E	\$777.10			\$777.10	\$45.88		\$4,954.12	\$5,000.00
95	207115215001	RACHELLE M CONTRERAS	7360	CLAY AVE E	\$1,720.96			\$1,720.96	\$42.48		\$4,957.52	\$5,000.00
96	207115216001	TIMOTHY O & BARBARA CHAVIE	7378	CLAY AVE E	\$1,731.11			\$1,731.11			\$5,000.00	\$5,000.00
97	207115217001	MICHAEL D FILEK	7386	CLAY AVE E	\$1,730.75			\$1,730.75			\$5,000.00	\$5,000.00
98	207115218001	LAWRENCE J & LORI A RICHGELS	7446	CLAY AVE E	\$1,730.40			\$1,730.40			\$5,000.00	\$5,000.00
99	207115219001	CHRISTINA M SWASER	7464	CLAY AVE E	\$1,730.05			\$1,730.05			\$5,000.00	\$5,000.00
100	207115220001	ROGER & MARY LYNN TONDERUM	7484	CLAY AVE E	\$1,567.99			\$1,567.99			\$4,969.79	\$4,969.79
101	207115221001	US BANK NATL ASSN	3465	75TH ST E	\$1,419.52	\$6,602.42		\$8,021.94			\$848.80	\$848.80
102	207115222001	KAREN A FILLOON	3485	75TH ST E	\$1,567.65	\$6,602.42		\$8,170.07			\$1,010.13	\$1,010.13
103	207115223001	A CHARLES RUUD	7463	CLAYTON AVE	\$1,730.02			\$1,730.02			\$5,000.00	\$5,000.00
104	207115206004	FRANKLIN & CHARLENE MATTILA	7435	CARMEN AVE E	\$659.71			\$659.71			\$4,463.12	\$4,463.12
105	207115207004	ERNEST & LOIS ANN HANSON	7443	CARMEN AVE E	\$677.78			\$677.78			\$4,475.21	\$4,475.21

CITY PROJECT NO. 2009-09D - SOUTH GROVE AREA 4 - PRELIMINARY ASSESSMENT ROLL												
MAP NO.	PID NO.	OWNER NAME	HOUSE NO.	STREET NAME	DRAINAGE ASSESSMENT	PER LOT STREET ASSESSMENT	F.F. STREET ASSESSMENT	TOTAL 2009-09D ASSESSMENT	2001-02 ASSESSMENT	2006-09D ASSESSMENT	2007-09D ASSESSMENT	TOTAL PREVIOUS ASSESSMENTS
106	207115208004	ALAN K JOHNSON	7459	CARMEN AVE E	\$648.20	\$648.20		\$648.20			\$4,454.74	\$4,454.74
107	207115209004	JOHN A COOPER	7467	CARMEN AVE E	\$918.43			\$918.43			\$4,431.01	\$4,431.01
108	207115210004	JAMES R & JACQUELIN JOHNSON	3247	75TH ST E	\$1,597.42	\$6,602.42		\$8,199.84			\$4,095.38	\$4,095.38
109	207115201005	DAVID NGUYEN	7451	CLAY AVE E	\$1,582.97			\$1,582.97			\$5,000.00	\$5,000.00
110	207115202005	CHERYL L HANSEN	3392	74TH ST E	\$1,607.65			\$1,607.65			\$5,000.00	\$5,000.00
111	207115204005	SCOTT M & TERESA L QUAM	3372	74TH ST E	\$1,603.79			\$1,603.79			\$5,000.00	\$5,000.00
112	207115205005	TAMARA & ROBERT REYNOLDS	3354	74TH ST E	\$1,791.58			\$1,791.58			\$5,000.00	\$5,000.00
113	207115206005	JAMES A & EVELYN GLADER	3316	74TH ST E	\$2,466.69			\$2,466.69			\$5,000.00	\$5,000.00
114	207115207005	LEONARD J TSTE WALDOCK	3302	74TH ST E	\$2,956.80			\$2,956.80			\$5,000.00	\$5,000.00
115	207115208005	MICHAEL P SILVA	3294	74TH ST E	\$2,091.95			\$2,091.95			\$5,000.00	\$5,000.00
116	207115209005	DAVID A SMITH	3288	74TH ST E	\$1,497.55			\$1,497.55			\$5,000.00	\$5,000.00
117	207115210005	RANDY D & BONITA ROSE	3280	74TH ST E	\$1,590.15			\$1,590.15			\$5,000.00	\$5,000.00
118	207115211005	MARY C VANASSCHE	3260	74TH ST E	\$2,008.99			\$2,008.99			\$5,000.00	\$5,000.00
119	207115212005	ROBERT J & CORRINE FLASCHER	7426	CARMEN AVE E	\$1,319.56			\$1,319.56			\$4,953.50	\$4,953.50
120	207115213005	PAUL J KING	7438	CARMEN AVE E	\$1,434.03			\$1,434.03			\$5,000.00	\$5,000.00
121	207115214005	JACK I MOREHOUSE	7462	CARMEN AVE E	\$2,001.66			\$2,001.66			\$5,000.00	\$5,000.00
122	207115215005	DAVID J & BONNIE J MORGAN	7450	CARMEN AVE E	\$2,689.44			\$2,689.44			\$5,000.00	\$5,000.00
123	207115216005	WILLIS H & DOROTHY V BELK	7476	CARMEN AVE E	\$2,062.76			\$2,062.76			\$5,000.00	\$5,000.00
124	207115217005	LYNNE M FUNK	3281	75TH ST E	\$1,872.99			\$1,872.99			\$5,000.00	\$5,000.00
125	207115218005	REINER P KRUMPELMANN	3319	75TH ST E	\$1,869.66			\$1,869.66			\$5,000.00	\$5,000.00
126	207115219005	KRISTIN M KIRK	3308	76TH ST E	\$1,601.72			\$1,601.72			\$5,000.00	\$5,000.00
127	207115220007	BRYAN J & JANET M BAUMAN	3290	76TH ST E	\$1,598.62			\$1,598.62			\$5,000.00	\$5,000.00
128	207115221007	MELOISSA ANN GASLIN	3272	76TH ST E	\$1,801.28			\$1,801.28			\$5,000.00	\$5,000.00
129	207115222007	KAY M STASSEN	7615	CARMEN AVE E	\$2,134.62			\$2,134.62			\$5,000.00	\$5,000.00
130	207115223007	NANCY E HODGE	7601	CARMEN AVE E	\$1,896.11			\$1,896.11			\$5,000.00	\$5,000.00
131	207115224007	DAVID J & GRETCHEN K CHRISTIANSON	7583	CARMEN AVE E	\$1,618.64			\$1,618.64			\$5,000.00	\$5,000.00
132	207115225007	DEROY H & ARLENE G LEVINE	7567	CARMEN AVE E	\$1,635.64			\$1,635.64			\$5,000.00	\$5,000.00
133	207115226007	LEROY H & JULIE A WELDE	7551	CARMEN AVE E	\$1,635.02			\$1,635.02			\$5,000.00	\$5,000.00
134	207115227007	DAVID A & JULIE A WELDE	7533	CARMEN AVE E	\$1,634.37			\$1,634.37			\$5,000.00	\$5,000.00
135	207115228007	RONALD C & LINDA UNTEN	7515	CARMEN AVE E	\$1,603.79			\$1,603.79			\$5,000.00	\$5,000.00
136	206455001000	CITY OF INVER GROVE HTS			\$7,061.20			\$7,061.20			\$5,000.00	\$5,000.00
137	200100001053	GOOD SHEPARD CH	7600	CAHILL AVE E	\$11,172.68			\$11,172.68			\$5,000.00	\$5,000.00
138	204860108101	MARION E TILSWORTH	3302	78TH ST E	\$986.31			\$986.31			\$5,000.00	\$5,000.00
139	204860110101	LADONNA F JOSEPH	3298	78TH ST E	\$986.31			\$986.31			\$5,000.00	\$5,000.00
140	204860111001	JUDITH M FARINELLI	3296	78TH ST E	\$986.31			\$986.31			\$5,000.00	\$5,000.00
141	204860112001	CAROLE S BIDON	3294	78TH ST E	\$986.31			\$986.31			\$5,000.00	\$5,000.00
142	204860113001	NICHOLAS UTECH	3292	78TH ST E	\$986.31			\$986.31			\$5,000.00	\$5,000.00
143	204860114001	JEFFREY MCCLOUD	3290	78TH ST E	\$986.31			\$986.31			\$5,000.00	\$5,000.00
144	204860115001	SUSAN M HAUKLAND	3288	78TH ST E	\$986.31			\$986.31			\$5,000.00	\$5,000.00
145	204860116001	MICHAEL J BOMBARDI	3286	78TH ST E	\$986.31			\$986.31			\$5,000.00	\$5,000.00
146	204860117001	ERIC K ZECHMANN	3284	78TH ST E	\$986.31			\$986.31			\$5,000.00	\$5,000.00
147	204860118001	MARCY WEATHERSPOON	3282	78TH ST E	\$986.31			\$986.31			\$5,000.00	\$5,000.00
148	204860120101	EUGENE TSTE KNOCH	3278	78TH ST E	\$986.31			\$986.31			\$5,000.00	\$5,000.00
149	204860122101	KENNETH ALLER	3276	78TH ST E	\$986.31			\$986.31			\$5,000.00	\$5,000.00
150	204860123101	MICHAEL J & LAURA A BONDIEN	3272	78TH ST E	\$986.31			\$986.31			\$5,000.00	\$5,000.00
151	203652101002	PATRICIA A BUENZLE	3270	78TH ST E	\$986.31			\$986.31			\$5,000.00	\$5,000.00
152	203652102002	LESLIE & CHERYL SCHWEGEL	7807	COOPER AVE E	\$1,498.23			\$1,498.23			\$5,000.00	\$5,000.00
153	203652103002	JEFFREY P MUENCH	3772	78TH ST E	\$1,773.60			\$1,773.60			\$5,000.00	\$5,000.00
154	203652104002	DAVID J & NICOLE K SMITH	3754	78TH ST E	\$2,086.59			\$2,086.59			\$5,000.00	\$5,000.00
155	203652105002	EVAN M & REBECCA L SMITH	7830	CONROY WAY E	\$1,790.17			\$1,790.17			\$5,000.00	\$5,000.00

CITY PROJECT NO. 2009-09D - SOUTH GROVE AREA 4 - PRELIMINARY ASSESSMENT ROLL												
MAP NO.	PID NO.	OWNER NAME	HOUSE NO.	STREET NAME	DRAINAGE ASSESSMENT	PER LOT STREET ASSESSMENT	F. F. STREET ASSESSMENT	TOTAL 2009-09D ASSESSMENT	2001-02 ASSESSMENT	2006-09D ASSESSMENT	2007-09D ASSESSMENT	TOTAL PREVIOUS ASSESSMENTS
158	203652105002	ROBERT & PAMALA SCHULTZ	7844	CONROY WAY	\$1,790.19			\$1,790.19				
159	203652106002	MICHAEL D STANTON	7868	CONROY WAY	\$1,688.19			\$1,688.19				
160	203652107002	MICHAEL R & JACKIE L LUCAS	7880	CONROY WAY	\$1,564.43			\$1,564.43				
161	203652108002	DEBRA J DIDIER	7892	CONROY WAY	\$1,781.68			\$1,781.68				
162	203652109002	ROBERT L SAGE	7900	CONROY WAY	\$1,396.77			\$1,396.77				
163	203652116002	KATHY L & BRIAN W BLESI	7899	COOPER AVE E	\$88.02			\$88.02				
164	203652117002	PAULETTE A STARK	7877	COOPER AVE E	\$7.20			\$7.20				
165	203652120002	GERALD M & NORMA J MYERS	7849	COOPER AVE E	\$337.11			\$337.11				
166	203652120002	JAMES R & VALERIE M LARSON	7827	COOPER AVE E	\$360.46			\$360.46				
167	203652121002	ROBERT B & SUZANNE BOERBON	7821	COOPER AVE E	\$717.94			\$717.94				
168	205850012003	KARL & TRISHA EBENSTEINER	7959	CHARLES WAY	\$684.20			\$684.20				
169	205850013003	MICKEY J & JANE M DIFRONZO	7967	CHARLES WAY	\$562.05			\$562.05				
170	205850090004	MARILU SNODGRASS	7923	CLAIBORNE LN	\$704.67			\$704.67				
171	205850010004	RITA E FISCHER	7919	CLAIBORNE LN	\$1,493.46			\$1,493.46				
172	205850011004	PATRICK HURT	7915	CLAIBORNE LN	\$2,052.52			\$2,052.52				
173	205850012004	MATTHEW T HUSNIK	7907	CLAIBORNE LN	\$1,996.24			\$1,996.24				
174	205850013004	STEVEN R & ANNETTE M ERICKSON	7899	CLAIBORNE LN	\$2,046.50			\$2,046.50				
175	205850014004	NATHANIEL R STRINGER	7891	CLAIBORNE LN	\$3,639.14			\$3,639.14				
176	205850015004	JOHN G WADDELL	7883	CLAIBORNE LN	\$2,872.39			\$2,872.39				
177	207116329004	DENISE DEUTSCH	3817	78TH ST E	\$541.20			\$541.20				
178	207116330004	ROLAND P & HELEN A FREEMAN	3801	78TH ST E	\$1,262.59			\$1,262.59				
179	207116331004	ROBIN S HAGUE	3783	78TH ST E	\$1,349.54			\$1,349.54				
180	207116332004	GLEN L LOWE	3767	78TH ST E	\$1,699.77			\$1,699.77				
181	200100001075	SOUTH GROVE CHRISTIAN REFM CH	3540	75TH ST E	\$4,319.03		\$33,413.08	\$37,732.11				
182	200100001077	INDEPENDENT SCHOOL DIST 199			\$12,419.61		\$56,378.14	\$68,797.75				
183	207116301001	GERALD R & DONNA REUTER	3703	77TH ST E	\$503.14	\$6,602.42		\$7,105.56				
184	207116302001	THOMAS J & LINDA L DUROSE	3731	77TH ST E	\$362.35	\$6,602.42		\$6,964.77				
185	207116303001	DANIEL F & LINDA R GREISING	3753	77TH ST E	\$306.91			\$306.91				
186	207116304002	GRETCHEN ANNE ZAPPA	3515	77TH ST E	\$1,705.11	\$6,602.42		\$8,307.53				
187	207116302002	JOHN J & KAREN M RICCI	3531	77TH ST E	\$1,348.24	\$6,602.42		\$7,950.66				
188	207116303002	RONALD V & LOIS M LARSON	3545	77TH ST E	\$786.77	\$6,602.42		\$7,389.19				
189	207116304002	JAY C JANSEN	3561	77TH ST E	\$480.95	\$6,602.42		\$7,083.37				
190	207116305002	MICHAELA LUCAS	3575	77TH ST E	\$383.26	\$6,602.42		\$6,985.68				
191	207116306002	SHELDON & SHEILA LUBESCHER	3595	77TH ST E	\$366.66	\$6,602.42		\$6,969.08				
192	207116307002	JERRY J & ELAINE ABSHIRE	3609	77TH ST E	\$407.45	\$6,602.42		\$7,009.87				
193	207116308002	JUAN & ANGELA FLORES	3625	77TH ST E	\$410.28	\$6,602.42		\$7,012.70				
194	207116309002	WILLIAM F HEATH	3639	77TH ST E	\$413.10	\$6,602.42		\$7,015.52				
195	207116310002	ELI R & JULIE L DEVICH	3655	77TH ST E	\$415.93	\$6,602.42		\$7,018.35				
196	207116311002	GALEN E KOCHERER	3669	77TH ST E	\$418.74	\$6,602.42		\$7,021.16				
197	207116312002	GREGORY B & JANICE C SOLSETH	3689	77TH ST E	\$472.57	\$6,602.42		\$7,074.99				
198	207116301003	LOREN W & CLAUDIA GINGERICH	3516	77TH ST E	\$1,713.79	\$6,602.42		\$8,316.21				
199	207116302003	KENNETH H & CYNTHIA HANSON	3530	77TH ST E	\$1,303.66	\$6,602.42		\$7,906.08				
200	207116303003	MICHAEL D GARTNER	3544	77TH ST E	\$6,602.42	\$6,602.42		\$7,906.08				
201	207116304003	KEVIN F ROED	3560	77TH ST E	\$1,303.67	\$6,602.42		\$7,906.09				
202	207116305003	JENINE L DEGRAW	3574	77TH ST E	\$1,303.66	\$6,602.42		\$7,906.08				
203	207116306003	GENE N & BARBARA L GUITZ	3590	77TH ST E	\$1,303.66	\$6,602.42		\$7,906.08				
204	207116307003	LAURA ANN VAUGHN	3604	77TH ST E	\$1,303.66	\$6,602.42		\$7,906.08				
205	207116308003	ALISON M ANDERSON	3620	77TH ST E	\$1,303.66	\$6,602.42		\$7,906.08				
206	207116309003	JOHN HUTCHINSON	3634	77TH ST E	\$1,303.67	\$6,602.42		\$7,906.09				
207	207116310003	DAKOTA COUNTY CDA	3650	77TH ST E	\$1,303.66	\$6,602.42		\$7,906.08				
208	207116311003	NICKOLAS R & CARLENE MANN	3664	77TH ST E	\$1,303.66	\$6,602.42		\$7,906.08				
209	207116312003	BRUCE L KENNEBECK	3680	77TH ST E	\$1,303.67	\$6,602.42		\$7,906.09				

TABLE 2

CITY PROJECT NO. 2009-09D - SOUTH GROVE AREA 4 - PRELIMINARY ASSESSMENT ROLL

MAP NO.	PID NO.	OWNER NAME	HOUSE NO.	STREET NAME	DRAINAGE ASSESSMENT	PER LOT STREET ASSESSMENT	F. F. STREET ASSESSMENT	TOTAL 2009-09D ASSESSMENT	2001-02 ASSESSMENT	2006-09D ASSESSMENT	2007-09D ASSESSMENT	TOTAL PREVIOUS ASSESSMENTS
210	207116313003	GARY & ROXIE GREEN	3694	77TH ST E	\$1,303.67	\$6,602.42		\$7,906.09				
211	207116314003	CHRIS & CAROLINE RYAN	3710	77TH ST E	\$1,303.67	\$6,602.42		\$7,906.09				
212	207116315003	MICHAEL A & COLETTE KASPER	3724	77TH ST E	\$1,699.70	\$6,602.42		\$8,302.12				
213	207116316003	JOHN & JOANNE DEHAAN	3725	78TH ST E	\$1,699.67	\$6,602.42		\$8,302.09				
214	207116317003	GERALD & MARGARET BELL	3711	78TH ST E	\$1,303.63	\$6,602.42		\$7,906.05				
215	207116318003	BECKY L AMUNDSON	3695	78TH ST E	\$1,303.64	\$6,602.42		\$7,906.06				
216	207116319003	RICHARD & PATRICIA KETCHEL	3681	78TH ST E	\$1,303.65	\$6,602.42		\$7,906.07				
217	207116320003	LEE M & DONNA M MAHLER	3665	78TH ST E	\$1,303.64	\$6,602.42		\$7,906.06				
218	207116321003	JEROME & PAMELA JOHNSON	3651	78TH ST E	\$1,303.65	\$6,602.42		\$7,906.07				
219	207116322003	SUE E BEAUPRE	3635	78TH ST E	\$1,303.64	\$6,602.42		\$7,906.06				
220	207116323003	ROBERT W PATTERSON	3621	78TH ST E	\$1,303.65	\$6,602.42		\$7,906.07				
221	207116324003	RONALD & LORI TOLMSA	3605	78TH ST E	\$1,303.64	\$6,602.42		\$7,906.06				
222	207116325003	THOMAS R III & J ALCORN	3591	78TH ST E	\$1,303.65	\$6,602.42		\$7,906.07				
223	207116326003	BILL G JR & DARLENE HOYT	3575	78TH ST E	\$1,303.64	\$6,602.42		\$7,906.06				
224	207116327003	THOMAS E & JUDITH A BUSSEN	3561	78TH ST E	\$1,303.65	\$6,602.42		\$7,906.07				
225	207116328003	JOE A & MARY L BOLLMANN	3545	78TH ST E	\$1,303.65	\$6,602.42		\$7,906.07				
226	207116329003	GEORGE R JR STOCKBURGER	3531	78TH ST E	\$1,303.65	\$6,602.42		\$7,906.07				
227	207116330003	MARK & TAMIMI JACOBS	3515	78TH ST E	\$1,704.93	\$6,602.42		\$8,307.35				
228	200100001078	CITY OF INVER GROVE HTS			\$96,636.22		\$133,256.51	\$229,892.73				
229	203652110002	WM J & DEBORAH WUORINEN	7904	CONROY WAY	\$1,122.86			\$1,122.86				
230	203652111002	RANDY W & GALE I RAGETH	7910	CONROY TRLE	\$1,068.68			\$1,068.68				
231	203652102003	JAMES & PRISCILLA HEIMANN	7918	CONROY WAY	\$764.00			\$764.00				
232	203652103003	MIGUEL A & ALMA APARICIO-TELLEZ	7912	CONROY WAY	\$1,253.87			\$1,253.87				
234	203652101006	ROY L & ELIZABETH E BUCHHOLZ	7915	CONROY WAY	\$1,331.47			\$1,331.47				
235	203652102006	JERRY M GOETTSCHE	7927	CONROY WAY	\$1,253.80			\$1,253.80				
236	203652103006	DANIEL R & TAMMY K RAUSCH	7931	CONROY TRL	\$1,269.59			\$1,269.59				
237	203652104006	LORI A REIDELL	7935	CONROY WAY	\$1,269.77			\$1,269.77				
238	203652105006	DAVID J & SUSAN J LARSON	7939	CONROY WAY	\$1,207.41			\$1,207.41				
239	203652106006	RAYMOND W & LAURA M WOLF	7941	CONROY WAY	\$1,152.98			\$1,152.98				
240	203652107006	DAVID & MARIA TSCHIDA	7943	CONROY WAY	\$1,248.38			\$1,248.38				
241	203652108006	THOMAS P & LORI J ZUBROD	7945	CONROY WAY	\$1,394.09			\$1,394.09				
242	203652109006	JOHN & SHARON ROUSE	7947	CONROY WAY	\$1,624.11			\$1,624.11				
243	203652110006	ARLENE M NEU	7949	CONROY WAY	\$1,836.46			\$1,836.46				
244	203652111006	JOSEPH F FLEON	7951	CONROY WAY	\$1,853.46			\$1,853.46				
245	203652112006	CYRIL & CHARLOTTE SVOBODNY	7953	CONROY WAY	\$1,880.30			\$1,880.30				
246	203652101007	SCOTT W & AMY L RICH	3720	78TH ST E	\$2,179.58			\$2,179.58				
247	203652102007	MICHAEL T & REBECCA SILK	7827	CONROY WAY	\$1,846.30			\$1,846.30				
248	203652103007	ANTHONY J SCHWAB	7835	CONROY WAY	\$1,848.99			\$1,848.99				
249	203652105007	BLAKE R FOX	7879	CONROY WAY	\$1,851.72			\$1,851.72				
250	203652106007	DOUGLAS & LEANN ONKEN	7885	CONROY WAY	\$1,854.42			\$1,854.42				
251	203652107007	TIMOTHY J & CAROL HUSEMANN	7897	CONROY WAY	\$1,857.14			\$1,857.14				
252	203652108007	DOUGLAS A & DEBORAH RENNER	7907	CONROY WAY	\$1,861.27			\$1,861.27				
253	204860125001	LUCY HOLLEY MORGAN	3268	78TH ST E	\$986.31		\$2,727.68	\$3,713.99				
254	204860126001	THOMAS J LARSON	3266	78TH ST E	\$986.31		\$2,727.68	\$3,713.99				
255	204860127001	MORTGAGE ELECTRONIC REG SYSTEMS INC	3262	78TH ST E	\$986.31		\$2,727.68	\$3,713.99				
257	204860128001	NANCY R SULLIVAN	3260	78TH ST E	\$986.31		\$2,727.68	\$3,713.99				
258	203651001001	IGH FAMILY HOUSING LTD PTNSHIP	7812	CHANDLER LN	\$20,188.50		\$42,445.35	\$62,633.85				
259	204860103101	PATRICK T RYAN	3314	78TH ST E	\$986.31		\$2,727.68	\$3,713.99				
260	204860105101	JAMES G JR KARELS	3310	78TH ST E	\$986.31		\$2,727.68	\$3,713.99				
261	204860106101	DEBORAH SCHMIDT	3306	78TH ST E	\$986.31		\$2,727.68	\$3,713.99				
262	205850101001	LANE HALLEY	7815	CLAYTON AVE	\$2,036.55			\$2,036.55				

TABLE 2

CITY PROJECT NO. 2009-09D - SOUTH GROVE AREA 4 - PRELIMINARY ASSESSMENT ROLL

MAP NO.	PID NO.	OWNER NAME	HOUSE NO.	STREET NAME	DRAINAGE ASSESSMENT	PER LOT STREET ASSESSMENT	F. F. STREET ASSESSMENT	TOTAL 2009-09D ASSESSMENT	2001-02 ASSESSMENT	2006-09D ASSESSMENT	2007-09D ASSESSMENT	TOTAL PREVIOUS ASSESSMENTS
263	205850102001	DENITA K & MICHAEL J STEIN	7825	CLAYTON AVE	\$2,506.96			\$2,506.96				
265	206830101001	CAHILL PLAZA LLC	7810	CAHILL AVE	\$236.86		\$22,304.14	\$22,541.00				
295	205850001001	PAUL KIELB	3500	78TH ST E	\$2,288.68	\$6,602.42		\$8,891.10				
266	205850002001	MIKE & SHELLIE BOYER	3470	78TH ST E	\$3,747.52	\$6,602.42		\$10,349.94				
267	205850003001	TIMOTHY D PIPPERT	7808	CHARLES WAY	\$4,171.99			\$4,171.99				
268	205850004001	COLLEEN J DOYEN	7816	CHARLES WAY	\$2,793.61			\$2,793.61				
269	205850005001	MATTHEW C & TAMMY D DIAN	7824	CHARLES WAY	\$3,850.03			\$3,850.03				
270	205850006001	MARIAN A JENSON	7832	CHARLES WAY	\$3,342.22			\$3,342.22				
271	205850001002	LEWIS KHALIL	7835	CLAYTON AVE E	\$1,770.88			\$1,770.88				
272	205850002002	CHAD L GOUSH	7855	CLAYTON AVE	\$1,821.88			\$1,821.88				
273	205850003002	ROBERT A ANDERSON	7875	CLAYTON AVE	\$2,143.44			\$2,143.44				
294	205850006003	KERRY KARINEN	7916	CLAIBORNE LN	\$429.85			\$429.85				
274	205850007003	TROY & SHELLEY AUSEN	7906	CLAIBORNE LN	\$310.09			\$310.09				
275	205850008003	ROBERT J & JEAN L SPERL	7896	CLAIBORNE LN	\$875.11			\$875.11				
276	205850009003	JEFFREY R LARSON	7935	CHARLES WAY	\$103.11			\$103.11				
277	205850010003	SCOTT A MROZEK	7943	CHARLES WAY	\$387.51			\$387.51				
278	205850011003	MARY J MILLER	7951	CHARLES WAY	\$638.83			\$638.83				
279	207116304001	LINDA L & DANIELE HOFFMAN	3767	77TH ST E	\$302.14			\$302.14				
280	207116305001	DEANNA R PETERSON	3783	77TH ST E	\$355.05			\$355.05				
281	207116306001	TIMOTHY A FORT	3801	77TH ST E	\$448.85			\$448.85				
282	207116307001	JAMIE B & LISA F WESTMILLAR	3817	77TH ST E	\$155.72			\$155.72				
283	207116301004	JOSE ANTONIO MICHACA LARA	3766	77TH ST E	\$1,699.73			\$1,699.73				
284	207116302004	SAFWAT KHALIL	3782	77TH ST E	\$1,349.53			\$1,349.53				
285	207116303004	ANTONIO GALVAN	3800	77TH ST E	\$1,076.05			\$1,076.05				
286	207116304004	HENRY JR & SANDRA TRIEMERT	3816	77TH ST E	\$23.46			\$23.46				
293	207115212004	RAY & SHIRLEY PETERSEN	3203	75TH		\$6,602.42		\$6,602.42				
287	206455019101	ROLLING MEADOWS CORP	3453	78TH ST E	\$791.35		\$1,049.30	\$1,840.65				
287	206455017101	ROLLING MEADOWS CORP	3411	78TH ST E	\$791.35		\$1,049.30	\$1,840.65				
287	206455019201	ROLLING MEADOWS CORP	3455	78TH ST E	\$791.35		\$1,049.30	\$1,840.65				
287	206455015101	ROLLING MEADOWS CORP	3371	78TH ST E	\$791.35		\$1,049.30	\$1,840.65				
287	206455013101	ROLLING MEADOWS CORP	3319	78TH ST E	\$791.35		\$1,049.30	\$1,840.65				
287	206455017201	ROLLING MEADOWS CORP	3413	78TH ST E	\$791.35		\$1,049.30	\$1,840.65				
287	206455011101	ROLLING MEADOWS CORP	3291	78TH ST E	\$791.35		\$1,049.30	\$1,840.65				
287	206455009101	ROLLING MEADOWS CORP	3251	78TH ST E	\$791.35		\$1,049.30	\$1,840.65				
287	206455013201	ROLLING MEADOWS CORP	3321	78TH ST E	\$791.35		\$1,049.30	\$1,840.65				
287	206455015201	ROLLING MEADOWS CORP	3373	78TH ST E	\$791.35		\$1,049.30	\$1,840.65				
287	206455019301	ROLLING MEADOWS CORP	3457	78TH ST E	\$791.35		\$1,049.30	\$1,840.65				
287	206455017301	ROLLING MEADOWS CORP	3415	78TH ST E	\$791.35		\$1,049.30	\$1,840.65				
287	206455011201	ROLLING MEADOWS CORP	3293	78TH ST E	\$791.35		\$1,049.30	\$1,840.65				
287	206455009201	ROLLING MEADOWS CORP	3253	78TH ST E	\$791.35		\$1,049.30	\$1,840.65				
287	206455013301	ROLLING MEADOWS CORP	3323	78TH ST E	\$791.35		\$1,049.30	\$1,840.65				
287	206455015301	ROLLING MEADOWS CORP	3375	78TH ST E	\$791.35		\$1,049.30	\$1,840.65				
287	206455017401	ROLLING MEADOWS CORP	3417	78TH ST E	\$791.35		\$1,049.30	\$1,840.65				
287	206455011301	ROLLING MEADOWS CORP	3295	78TH ST E	\$791.35		\$1,049.30	\$1,840.65				
287	206455019401	ROLLING MEADOWS CORP	3459	78TH ST E	\$791.35		\$1,049.30	\$1,840.65				
287	206455009301	ROLLING MEADOWS CORP	3255	78TH ST E	\$791.35		\$1,049.30	\$1,840.65				
287	206455015401	ROLLING MEADOWS CORP	3377	78TH ST E	\$791.35		\$1,049.30	\$1,840.65				
287	206455011401	ROLLING MEADOWS CORP	3297	78TH ST E	\$791.35		\$1,049.30	\$1,840.65				
287	206455013401	ROLLING MEADOWS CORP	3325	78TH ST E	\$791.35		\$1,049.30	\$1,840.65				
287	206455019501	ROLLING MEADOWS CORP	3461	78TH ST E	\$791.35		\$1,049.30	\$1,840.65				
287	206455017501	ROLLING MEADOWS CORP	3419	78TH ST E	\$791.35		\$1,049.30	\$1,840.65				
287	206455015501	ROLLING MEADOWS CORP	3379	78TH ST E	\$791.35		\$1,049.30	\$1,840.65				

TABLE 2

CITY PROJECT NO. 2009-09D - SOUTH GROVE AREA 4 - PRELIMINARY ASSESSMENT ROLL

MAP NO.	PID NO.	OWNER NAME	HOUSE NO.	STREET NAME	DRAINAGE ASSESSMENT	PER LOT STREET ASSESSMENT	F. F. STREET ASSESSMENT	TOTAL 2009-09D ASSESSMENT	2001-02 ASSESSMENT	2006-09D ASSESSMENT	2007-09D ASSESSMENT	TOTAL PREVIOUS ASSESSMENTS
287	206455009401	ROLLING MEADOWS CORP	3257	78TH ST E	\$791.35		\$1,049.30	\$1,840.65				
287	206455011501	ROLLING MEADOWS CORP	3299	78TH ST E	\$791.35		\$1,049.30	\$1,840.65				
287	206455013501	ROLLING MEADOWS CORP	3327	78TH ST E	\$791.35		\$1,049.30	\$1,840.65				
287	206455019601	ROLLING MEADOWS CORP	3463	78TH ST E	\$791.35		\$1,049.30	\$1,840.65				
287	206455017601	ROLLING MEADOWS CORP	3421	78TH ST E	\$791.35		\$1,049.30	\$1,840.65				
287	206455001601	ROLLING MEADOWS CORP	3301	78TH ST E	\$791.35		\$1,049.30	\$1,840.65				
287	206455009501	ROLLING MEADOWS CORP	3259	78TH ST E	\$791.35		\$1,049.30	\$1,840.65				
287	206455013601	ROLLING MEADOWS CORP	3381	78TH	\$791.35		\$1,049.30	\$1,840.65				
287	206455015601	ROLLING MEADOWS CORP	3329	78TH ST E	\$791.35		\$1,049.30	\$1,840.65				
287	206455019701	ROLLING MEADOWS CORP	3465	78TH ST E	\$791.35		\$1,049.30	\$1,840.65				
287	206455017701	ROLLING MEADOWS CORP	3423	78TH ST E	\$791.35		\$1,049.30	\$1,840.65				
287	206455009601	ROLLING MEADOWS CORP	3261	78TH ST E	\$791.35		\$1,049.30	\$1,840.65				
287	206455011701	ROLLING MEADOWS CORP	3303	78TH ST E	\$791.35		\$1,049.30	\$1,840.65				
287	206455015701	ROLLING MEADOWS CORP	3383	78TH ST E	\$791.35		\$1,049.30	\$1,840.65				
287	206455013701	ROLLING MEADOWS CORP	3343	78TH ST E	\$791.35		\$1,049.30	\$1,840.65				
287	206455019801	ROLLING MEADOWS CORP	3467	78TH ST E	\$791.35		\$1,049.30	\$1,840.65				
287	206455009701	ROLLING MEADOWS CORP	3263	78TH ST E	\$791.35		\$1,049.30	\$1,840.65				
287	206455011801	ROLLING MEADOWS CORP	3305	78TH ST E	\$791.35		\$1,049.30	\$1,840.65				
287	206455017801	ROLLING MEADOWS CORP	3425	78TH ST E	\$791.35		\$1,049.30	\$1,840.65				
287	206455015801	ROLLING MEADOWS CORP	3385	78TH ST E	\$791.35		\$1,049.30	\$1,840.65				
287	206455013801	ROLLING MEADOWS CORP	3469	78TH ST E	\$791.35		\$1,049.30	\$1,840.65				
287	206455019901	ROLLING MEADOWS CORP	3345	78TH ST E	\$791.35		\$1,049.30	\$1,840.65				
287	206455009801	ROLLING MEADOWS CORP	3265	78TH ST E	\$791.35		\$1,049.30	\$1,840.65				
287	206455011901	ROLLING MEADOWS CORP	3307	78TH ST E	\$791.35		\$1,049.30	\$1,840.65				
287	206455013901	ROLLING MEADOWS CORP	3427	78TH ST E	\$791.35		\$1,049.30	\$1,840.65				
287	206455017901	ROLLING MEADOWS CORP	3387	78TH ST E	\$791.35		\$1,049.30	\$1,840.65				
287	206455015901	ROLLING MEADOWS CORP	3471	78TH ST E	\$791.35		\$1,049.30	\$1,840.65				
287	206455020001	ROLLING MEADOWS CORP	3267	78TH ST E	\$791.35		\$1,049.30	\$1,840.65				
287	206455009901	ROLLING MEADOWS CORP	3309	78TH ST E	\$791.35		\$1,049.30	\$1,840.65				
287	206455012001	ROLLING MEADOWS CORP	3349	78TH ST E	\$791.35		\$1,049.30	\$1,840.65				
287	206455014001	ROLLING MEADOWS CORP	3389	78TH ST E	\$791.35		\$1,049.30	\$1,840.65				
287	206455018001	ROLLING MEADOWS CORP	3429	78TH ST E	\$791.35		\$1,049.30	\$1,840.65				
287	206455020101	ROLLING MEADOWS CORP	3467	78TH ST E	\$791.35		\$1,049.30	\$1,840.65				
287	206455010001	ROLLING MEADOWS CORP	3269	78TH ST E	\$791.35		\$1,049.30	\$1,840.65				
287	206455012101	ROLLING MEADOWS CORP	3311	78TH ST E	\$791.35		\$1,049.30	\$1,840.65				
287	206455012201	ROLLING MEADOWS CORP	3313	78TH ST E	\$791.35		\$1,049.30	\$1,840.65				
287	206455020201	ROLLING MEADOWS CORP	3351	78TH ST E	\$791.35		\$1,049.30	\$1,840.65				
287	206455014101	ROLLING MEADOWS CORP	3475	78TH ST E	\$791.35		\$1,049.30	\$1,840.65				
287	206455010101	ROLLING MEADOWS CORP	3271	78TH ST E	\$791.35		\$1,049.30	\$1,840.65				
287	206455018101	ROLLING MEADOWS CORP	3433	78TH ST E	\$791.35		\$1,049.30	\$1,840.65				
287	206455016101	ROLLING MEADOWS CORP	3391	78TH ST E	\$791.35		\$1,049.30	\$1,840.65				
287	206455012301	ROLLING MEADOWS CORP	3331	78TH ST E	\$791.35		\$1,049.30	\$1,840.65				
287	206455014201	ROLLING MEADOWS CORP	3353	78TH ST E	\$791.35		\$1,049.30	\$1,840.65				
287	206455010201	ROLLING MEADOWS CORP	3273	78TH ST E	\$791.35		\$1,049.30	\$1,840.65				
287	206455016201	ROLLING MEADOWS CORP	3393	78TH ST E	\$791.35		\$1,049.30	\$1,840.65				
287	206455018201	ROLLING MEADOWS CORP	3435	78TH ST E	\$791.35		\$1,049.30	\$1,840.65				
287	206455012401	ROLLING MEADOWS CORP	3333	78TH ST E	\$791.35		\$1,049.30	\$1,840.65				
287	206455014301	ROLLING MEADOWS CORP	3355	78TH ST E	\$791.35		\$1,049.30	\$1,840.65				
287	206455010301	ROLLING MEADOWS CORP	3275	78TH ST E	\$791.35		\$1,049.30	\$1,840.65				
287	206455018301	ROLLING MEADOWS CORP	3437	78TH ST E	\$791.35		\$1,049.30	\$1,840.65				
287	206455012501	ROLLING MEADOWS CORP	3335	78TH ST E	\$791.35		\$1,049.30	\$1,840.65				

TABLE 2
CITY PROJECT NO. 2009-09D - SOUTH GROVE AREA 4 - PRELIMINARY ASSESSMENT ROLL

MAP NO.	PID NO.	OWNER NAME	HOUSE NO.	STREET NAME	DRAINAGE ASSESSMENT	PER LOT STREET ASSESSMENT	F.F. STREET ASSESSMENT	TOTAL 2009-09D ASSESSMENT	2001-02 ASSESSMENT	2006-09D ASSESSMENT	2007-09D ASSESSMENT	TOTAL PREVIOUS ASSESSMENTS
287	206455016301	ROLLING MEADOWS CORP	3395	78TH ST E	\$791.35		\$1,049.30	\$1,840.65				
287	206455014401	ROLLING MEADOWS CORP	3357	78TH ST E	\$791.35		\$1,049.30	\$1,840.65				
287	206455010401	ROLLING MEADOWS CORP	3277	78TH ST E	\$791.35		\$1,049.30	\$1,840.65				
287	206455012601	ROLLING MEADOWS CORP	3337	78TH ST E	\$791.35		\$1,049.30	\$1,840.65				
287	206455018401	ROLLING MEADOWS CORP	3439	78TH ST E	\$791.35		\$1,049.30	\$1,840.65				
287	206455014501	ROLLING MEADOWS CORP	3359	78TH ST E	\$791.35		\$1,049.30	\$1,840.65				
287	206455016401	ROLLING MEADOWS CORP	3397	78TH ST E	\$791.35		\$1,049.30	\$1,840.65				
287	206455010501	ROLLING MEADOWS CORP	3279	78TH ST E	\$791.35		\$1,049.30	\$1,840.65				
287	206455012701	ROLLING MEADOWS CORP	3339	78TH ST E	\$791.35		\$1,049.30	\$1,840.65				
287	206455018501	ROLLING MEADOWS CORP	3441	78TH ST E	\$791.35		\$1,049.30	\$1,840.65				
287	206455014601	ROLLING MEADOWS CORP	3361	78TH ST E	\$791.35		\$1,049.30	\$1,840.65				
287	206455010601	ROLLING MEADOWS CORP	3281	78TH ST E	\$791.35		\$1,049.30	\$1,840.65				
287	206455016501	ROLLING MEADOWS CORP	3399	78TH ST E	\$791.35		\$1,049.30	\$1,840.65				
287	206455012801	ROLLING MEADOWS CORP	3341	78TH ST E	\$791.35		\$1,049.30	\$1,840.65				
287	206455018601	ROLLING MEADOWS CORP	3443	78TH ST E	\$791.35		\$1,049.30	\$1,840.65				
287	206455014701	ROLLING MEADOWS CORP	3363	78TH ST E	\$791.35		\$1,049.30	\$1,840.65				
287	206455010701	ROLLING MEADOWS CORP	3283	78TH ST E	\$791.35		\$1,049.30	\$1,840.65				
287	206455012901	ROLLING MEADOWS CORP	3315	78TH ST E	\$791.35		\$1,049.30	\$1,840.65				
287	206455016601	ROLLING MEADOWS CORP	3401	78TH ST E	\$791.35		\$1,049.30	\$1,840.65				
287	206455010801	ROLLING MEADOWS CORP	3285	78TH ST E	\$791.35		\$1,049.30	\$1,840.65				
287	206455018701	ROLLING MEADOWS CORP	3445	78TH ST E	\$791.35		\$1,049.30	\$1,840.65				
287	206455013001	ROLLING MEADOWS CORP	3317	78TH ST E	\$791.35		\$1,049.30	\$1,840.65				
287	206455014801	ROLLING MEADOWS CORP	3365	78TH ST E	\$791.35		\$1,049.30	\$1,840.65				
287	206455016701	ROLLING MEADOWS CORP	3403	78TH ST E	\$791.35		\$1,049.30	\$1,840.65				
287	206455014901	ROLLING MEADOWS CORP	3367	78TH ST E	\$791.35		\$1,049.30	\$1,840.65				
287	206455010901	ROLLING MEADOWS CORP	3287	78TH ST E	\$791.35		\$1,049.30	\$1,840.65				
287	206455018801	ROLLING MEADOWS CORP	3447	78TH ST E	\$791.35		\$1,049.30	\$1,840.65				
287	206455016801	ROLLING MEADOWS CORP	3405	78TH ST E	\$791.35		\$1,049.30	\$1,840.65				
287	206455011001	ROLLING MEADOWS CORP	3289	78TH ST E	\$791.35		\$1,049.30	\$1,840.65				
287	206455015001	ROLLING MEADOWS CORP	3369	78TH ST E	\$791.35		\$1,049.30	\$1,840.65				
287	206455018901	ROLLING MEADOWS CORP	3449	78TH ST E	\$791.35		\$1,049.30	\$1,840.65				
287	206455016901	ROLLING MEADOWS CORP	3407	78TH ST E	\$791.35		\$1,049.30	\$1,840.65				
287	206455017001	ROLLING MEADOWS CORP	3409	78TH ST E	\$791.35		\$1,049.30	\$1,840.65				
287	206455019001	ROLLING MEADOWS CORP	3451	78TH ST E	\$791.35		\$1,049.30	\$1,840.65				
288	206455002501	ROLLING MEADOWS CORP	3197	78TH ST E	\$597.42		\$2,234.88	\$2,832.30				
288	206455001701	ROLLING MEADOWS CORP	3165	78TH ST E	\$597.42		\$2,234.88	\$2,832.30				
288	206455000901	ROLLING MEADOWS CORP	3133	78TH ST E	\$597.42		\$2,234.88	\$2,832.30				
288	206455000101	ROLLING MEADOWS CORP	3101	78TH ST E	\$597.42		\$2,234.88	\$2,832.30				
288	206455002601	ROLLING MEADOWS CORP	3201	78TH ST E	\$597.42		\$2,234.88	\$2,832.30				
288	206455001801	ROLLING MEADOWS CORP	3169	78TH ST E	\$597.42		\$2,234.88	\$2,832.30				
288	206455001001	ROLLING MEADOWS CORP	3137	78TH ST E	\$597.42		\$2,234.88	\$2,832.30				
288	206455000201	ROLLING MEADOWS CORP	3105	78TH ST E	\$597.42		\$2,234.88	\$2,832.30				
288	206455001101	ROLLING MEADOWS CORP	3141	78TH ST E	\$597.42		\$2,234.88	\$2,832.30				
288	206455001901	ROLLING MEADOWS CORP	3173	78TH ST E	\$597.42		\$2,234.88	\$2,832.30				
288	206455002701	ROLLING MEADOWS CORP	3205	78TH ST E	\$597.42		\$2,234.88	\$2,832.30				
288	206455000301	ROLLING MEADOWS CORP	3109	78TH ST E	\$597.42		\$2,234.88	\$2,832.30				
288	206455002801	ROLLING MEADOWS CORP	3209	78TH ST E	\$597.42		\$2,234.88	\$2,832.30				
288	206455001201	ROLLING MEADOWS CORP	3145	78TH ST E	\$597.42		\$2,234.88	\$2,832.30				
288	206455002001	ROLLING MEADOWS CORP	3177	78TH ST E	\$597.42		\$2,234.88	\$2,832.30				
288	206455000401	ROLLING MEADOWS CORP	3113	78TH ST E	\$597.42		\$2,234.88	\$2,832.30				
288	206455002901	ROLLING MEADOWS CORP	3213	78TH ST E	\$597.42		\$2,234.88	\$2,832.30				
288	206455002101	ROLLING MEADOWS CORP	3181	78TH ST E	\$597.42		\$2,234.88	\$2,832.30				

TABLE 2

CITY PROJECT NO. 2009-09D - SOUTH GROVE AREA 4 - PRELIMINARY ASSESSMENT ROLL

MAP NO.	PID NO.	OWNER NAME	HOUSE NO.	STREET NAME	DRAINAGE ASSESSMENT	PER LOT STREET ASSESSMENT	F.F. STREET ASSESSMENT	TOTAL 2009-09D ASSESSMENT	2001-02 ASSESSMENT	2006-09D ASSESSMENT	2007-09D ASSESSMENT	TOTAL PREVIOUS ASSESSMENTS
288	206455001301	ROLLING MEADOWS CORP	3149	78TH ST E	\$597.42		\$2,234.88	\$2,832.30				
288	206455002201	ROLLING MEADOWS CORP	3185	78TH ST E	\$597.42		\$2,234.88	\$2,832.30				
288	206455000501	ROLLING MEADOWS CORP	3117	78TH ST E	\$597.42		\$2,234.88	\$2,832.30				
288	206455001401	ROLLING MEADOWS CORP	3153	78TH ST E	\$597.42		\$2,234.88	\$2,832.30				
288	206455003001	ROLLING MEADOWS CORP	3217	78TH ST E	\$597.42		\$2,234.88	\$2,832.30				
288	206455001501	ROLLING MEADOWS CORP	3157	78TH ST E	\$597.42		\$2,234.88	\$2,832.30				
288	206455000601	ROLLING MEADOWS CORP	3121	78TH ST E	\$597.42		\$2,234.88	\$2,832.30				
288	206455002301	ROLLING MEADOWS CORP	3189	78TH ST E	\$597.42		\$2,234.88	\$2,832.30				
288	206455003101	ROLLING MEADOWS CORP	3221	78TH ST E	\$597.42		\$2,234.88	\$2,832.30				
288	206455001601	ROLLING MEADOWS CORP	3161	78TH ST E	\$597.42		\$2,234.88	\$2,832.30				
288	206455003201	ROLLING MEADOWS CORP	3225	78TH ST E	\$597.42		\$2,234.88	\$2,832.30				
288	206455000701	ROLLING MEADOWS CORP	3125	78TH ST E	\$597.42		\$2,234.88	\$2,832.30				
288	206455002401	ROLLING MEADOWS CORP	3193	78TH ST E	\$597.42		\$2,234.88	\$2,832.30				
288	206455000801	ROLLING MEADOWS CORP	3129	78TH ST E	\$597.42		\$2,234.88	\$2,832.30				
289	206455007202	ROLLING MEADOWS CORP	3138	78TH ST E	\$564.49		\$886.65	\$1,451.14				
289	206455007302	ROLLING MEADOWS CORP	3136	78TH ST E	\$564.49		\$886.65	\$1,451.14				
289	206455005102	ROLLING MEADOWS CORP	3180	78TH ST E	\$564.49		\$886.65	\$1,451.14				
289	206455007402	ROLLING MEADOWS CORP	3134	78TH ST E	\$564.49		\$886.65	\$1,451.14				
289	206455003302	ROLLING MEADOWS CORP	3216	78TH ST E	\$564.49		\$886.65	\$1,451.14				
289	206455007502	ROLLING MEADOWS CORP	3132	78TH ST E	\$564.49		\$886.65	\$1,451.14				
289	206455005202	ROLLING MEADOWS CORP	3178	78TH ST E	\$564.49		\$886.65	\$1,451.14				
289	206455003402	ROLLING MEADOWS CORP	3214	78TH ST E	\$564.49		\$886.65	\$1,451.14				
289	206455007602	ROLLING MEADOWS CORP	3130	78TH ST E	\$564.49		\$886.65	\$1,451.14				
289	206455005302	ROLLING MEADOWS CORP	3212	78TH ST E	\$564.49		\$886.65	\$1,451.14				
289	206455003502	ROLLING MEADOWS CORP	3174	78TH ST E	\$564.49		\$886.65	\$1,451.14				
289	206455007702	ROLLING MEADOWS CORP	3128	78TH ST E	\$564.49		\$886.65	\$1,451.14				
289	206455003602	ROLLING MEADOWS CORP	3210	78TH ST E	\$564.49		\$886.65	\$1,451.14				
289	206455005502	ROLLING MEADOWS CORP	3172	78TH ST E	\$564.49		\$886.65	\$1,451.14				
289	206455007802	ROLLING MEADOWS CORP	3126	78TH ST E	\$564.49		\$886.65	\$1,451.14				
289	206455003702	ROLLING MEADOWS CORP	3208	78TH ST E	\$564.49		\$886.65	\$1,451.14				
289	206455005602	ROLLING MEADOWS CORP	3170	78TH ST E	\$564.49		\$886.65	\$1,451.14				
289	206455007902	ROLLING MEADOWS CORP	3124	78TH ST E	\$564.49		\$886.65	\$1,451.14				
290	206600101603	CATHERINE CARLSON	7958	CHARLES WAY	\$748.18		\$748.18	\$748.18				
289	206455005702	ROLLING MEADOWS CORP	3168	78TH ST E	\$564.49		\$886.65	\$1,451.14				
289	206455003802	ROLLING MEADOWS CORP	3206	78TH ST E	\$564.49		\$886.65	\$1,451.14				
289	206455008002	ROLLING MEADOWS CORP	3122	78TH ST E	\$564.49		\$886.65	\$1,451.14				
290	206600100803	MARGARET NAGLE BRELIE	7942	CHARLES WAY	\$748.18		\$748.18	\$748.18				
290	206600100903	DEBRA J THORSON	7944	CHARLES WAY	\$748.18		\$748.18	\$748.18				
289	206455008102	ROLLING MEADOWS CORP	3120	78TH ST E	\$564.49		\$886.65	\$1,451.14				
290	206600100103	MICHELE I YOUNG	7928	CHARLES WAY	\$748.18		\$748.18	\$748.18				
289	206455003902	ROLLING MEADOWS CORP	3204	78TH ST E	\$564.49		\$886.65	\$1,451.14				
289	206455005802	ROLLING MEADOWS CORP	3166	78TH ST E	\$564.49		\$886.65	\$1,451.14				
290	206600101003	DORIS ELIZONDO	7946	CHARLES WAY	\$748.18		\$748.18	\$748.18				
289	206455008202	ROLLING MEADOWS CORP	3118	78TH ST E	\$564.49		\$886.65	\$1,451.14				
290	206600101503	SEAN M SANFORD	7956	CHARLES WAY	\$748.18		\$748.18	\$748.18				
289	206455005902	ROLLING MEADOWS CORP	3164	78TH ST E	\$564.49		\$886.65	\$1,451.14				
290	206600100703	TODD W METTLER	7940	CHARLES WAY	\$748.18		\$748.18	\$748.18				
289	206455004002	ROLLING MEADOWS CORP	3202	78TH ST E	\$564.49		\$886.65	\$1,451.14				
290	206600100203	CALVIN S MOWREY	7930	CHARLES WAY	\$748.18		\$748.18	\$748.18				
289	206455008302	ROLLING MEADOWS CORP	3116	78TH ST E	\$564.49		\$886.65	\$1,451.14				
289	206455006002	ROLLING MEADOWS CORP	3162	78TH ST E	\$564.49		\$886.65	\$1,451.14				

CITY PROJECT NO. 2009-09D - SOUTH GROVE AREA 4 - PRELIMINARY ASSESSMENT ROLL												
MAP NO.	PID NO.	OWNER NAME	HOUSE NO.	STREET NAME	DRAINAGE ASSESSMENT	PER LOT STREET ASSESSMENT	F.F. STREET ASSESSMENT	TOTAL 2009-09D ASSESSMENT	2001-02 ASSESSMENT	2006-09D ASSESSMENT	2007-09D ASSESSMENT	TOTAL PREVIOUS ASSESSMENTS
290	206600101103	DELORES E JOHNSON	7948	CHARLES WAY	\$748.18			\$748.18				
289	206455004102	ROLLING MEADOWS CORP	3200	78TH ST E	\$564.49		\$886.65	\$1,451.14				
289	206455008402	ROLLING MEADOWS CORP	3114	78TH ST E	\$564.49		\$886.65	\$1,451.14				
290	206600101403	KATHRYN S HERMAN	7954	CHARLES WAY	\$748.18			\$748.18				
289	206455006102	ROLLING MEADOWS CORP	3160	78TH ST E	\$564.49		\$886.65	\$1,451.14				
290	206600100603	JENNIFER L LITTLER	7938	CHARLES WAY	\$748.18			\$748.18				
290	206600100303	FREDERICK C RAUSCHNOT	7932	CHARLES WAY	\$748.18			\$748.18				
289	206455004202	ROLLING MEADOWS CORP	3198	78TH ST E	\$564.49		\$886.65	\$1,451.14				
289	206455008502	ROLLING MEADOWS CORP	3112	78TH ST E	\$564.49		\$886.65	\$1,451.14				
289	206455006202	ROLLING MEADOWS CORP	3158	78TH ST E	\$564.49		\$886.65	\$1,451.14				
289	206455008602	ROLLING MEADOWS CORP	3110	78TH ST E	\$564.49		\$886.65	\$1,451.14				
290	206600101303	PATRICIA J TST THORSON	7952	CHARLES WAY	\$748.18			\$748.18				
289	206455004302	ROLLING MEADOWS CORP	3196	78TH ST E	\$564.49		\$886.65	\$1,451.14				
290	206600101203	MARY B MANSUR	7950	CHARLES WAY	\$748.18			\$748.18				
291	2066455006302	ROLLING MEADOWS CORP	3156	78TH ST E	\$564.49		\$886.65	\$1,451.14				
290	206600100503	ROGER J & OTHILIA J SAUERER	7936	CHARLES WAY	\$748.18			\$748.18				
289	206455008702	ROLLING MEADOWS CORP	3108	78TH ST E	\$564.49		\$886.65	\$1,451.14				
290	206600100403	LYNDA JUNE ALCORN	7934	CHARLES WAY	\$748.18			\$748.18				
289	206455004402	ROLLING MEADOWS CORP	3194	78TH ST E	\$564.49		\$886.65	\$1,451.14				
289	206455006402	ROLLING MEADOWS CORP	3154	78TH ST E	\$564.49		\$886.65	\$1,451.14				
289	206455008802	ROLLING MEADOWS CORP	3106	78TH ST E	\$564.49		\$886.65	\$1,451.14				
289	206455004502	ROLLING MEADOWS CORP	3192	78TH ST E	\$564.49		\$886.65	\$1,451.14				
289	206455006502	ROLLING MEADOWS CORP	3152	78TH ST E	\$564.49		\$886.65	\$1,451.14				
289	206455008902	ROLLING MEADOWS CORP	3104	78TH ST E	\$564.49		\$886.65	\$1,451.14				
289	206455009902	ROLLING MEADOWS CORP	3102	78TH ST E	\$564.49		\$886.65	\$1,451.14				
289	206455004602	ROLLING MEADOWS CORP	3190	78TH ST E	\$564.49		\$886.65	\$1,451.14				
289	206455006602	ROLLING MEADOWS CORP	3150	78TH ST E	\$564.49		\$886.65	\$1,451.14				
289	206455006702	ROLLING MEADOWS CORP	3148	78TH ST E	\$564.49		\$886.65	\$1,451.14				
289	206455004702	ROLLING MEADOWS CORP	3188	78TH ST E	\$564.49		\$886.65	\$1,451.14				
289	206455006802	ROLLING MEADOWS CORP	3146	78TH ST E	\$564.49		\$886.65	\$1,451.14				
289	206455004802	ROLLING MEADOWS CORP	3186	78TH ST E	\$564.49		\$886.65	\$1,451.14				
289	206455006902	ROLLING MEADOWS CORP	3144	78TH ST E	\$564.49		\$886.65	\$1,451.14				
289	206455004902	ROLLING MEADOWS CORP	3184	78TH ST E	\$564.49		\$886.65	\$1,451.14				
289	206455007002	ROLLING MEADOWS CORP	3142	78TH ST E	\$564.49		\$886.65	\$1,451.14				
289	206455007102	ROLLING MEADOWS CORP	3140	78TH ST E	\$564.49		\$886.65	\$1,451.14				
289	206455005002	ROLLING MEADOWS CORP	3182	78TH ST E	\$564.49		\$886.65	\$1,451.14				
291	206830050502	JO A SKAVLEM	3295	80TH ST E	\$213.31			\$213.31				
291	206830050102	DENNIS A SCHRAMM	3295	80TH ST E	\$213.31			\$213.31				
291	206830050602	JOAN L MCELIMURY	3295	80TH ST E	\$213.31			\$213.31				
291	206830050202	HARLAN L DUBS	3295	80TH ST E	\$213.31			\$213.31				
291	206830050702	GERALD A KING	3295	80TH ST E	\$213.31			\$213.31				
291	206830050302	JOHN R & ANN M RONGITSCH	3295	80TH ST E	\$213.31			\$213.31				
291	206830050802	KATHRYN E LANGER	3295	80TH ST E	\$213.31			\$213.31				
291	206830050402	SHIRLEY MANN	3295	80TH ST E	\$213.31			\$213.31				
291	206830040502	OLIVIA A GAHLON	3285	80TH ST E	\$213.31			\$213.31				
291	206830040102	JEAN M SULLIVAN	3285	80TH ST E	\$213.31			\$213.31				
291	206830040602	KENNETH & MARJORIE K PETERSON	3285	80TH ST E	\$213.31			\$213.31				
291	206830040202	NANCY J SCHOUVELLER	3285	80TH ST E	\$213.31			\$213.31				
291	206830040702	DARLENE L CONWAY	3285	80TH ST E	\$213.31			\$213.31				
291	206830010102	DONALD T & ELEANOR M KUNITZ	3255	80TH ST E	\$213.31			\$213.31				
291	206830040302	TERRANCE E HEIMEL	3285	80TH ST E	\$213.31			\$213.31				
291	206830040802	DENNIS M LACHOWITZER	3285	80TH ST E	\$213.31			\$213.31				

CITY PROJECT NO. 2009-09D - SOUTH GROVE AREA 4 - PRELIMINARY ASSESSMENT ROLL												
MAP NO.	PID NO.	OWNER NAME	HOUSE NO.	STREET NAME	DRAINAGE ASSESSMENT	PER LOT STREET ASSESSMENT	F. F. STREET ASSESSMENT	TOTAL 2009-09D ASSESSMENT	2001-02 ASSESSMENT	2006-09D ASSESSMENT	2007-09D ASSESSMENT	TOTAL PREVIOUS ASSESSMENTS
291 206830010202		CAMILLE IONE ERICKSON	3255	80TH ST E	\$213.31			\$213.31				
291 206830040402		BELINDA M JACOBSON	3285	80TH ST E	\$213.31			\$213.31				
291 206830010302		ROBERT W & DOLORES L KELLY	3255	80TH ST E	\$213.31			\$213.31				
291 206830010402		LUCILLE F MARIZ	3255	80TH ST E	\$213.31			\$213.31				
291 206830010502		THOMAS J & LAURENE BOCK	3255	80TH ST E	\$213.31			\$213.31				
291 206830010602		JAMES P GRONDAHL	3255	80TH ST E	\$213.31			\$213.31				
291 206830010702		GLORIA K HUGHES	3255	80TH ST E	\$213.31			\$213.31				
291 206830010802		KATHLEEN A LANG	3255	80TH ST	\$213.31			\$213.31				
291 206830020102		GLADYS LANGER	3265	80TH ST E	\$213.31			\$213.31				
291 206830020502		BETTY LOU F ANDERSON	3265	80TH ST E	\$213.31			\$213.31				
291 206830020202		JAMES R & VERNA M MILLER	3265	80TH ST E	\$213.31			\$213.31				
291 206830020602		TERRY L & THOMAS A PRECIOUS	3265	80TH ST E	\$213.31			\$213.31				
291 206830020702		JERALEEN D BAH	3265	80TH ST E	\$213.31			\$213.31				
291 206830030502		MARGO A GOETZ	3275	80TH ST E	\$213.31			\$213.31				
291 206830020302		KAREN A CHOPSKIE	3265	80TH ST E	\$213.31			\$213.31				
291 206830030102		ROBERT D KOSS	3275	80TH ST E	\$213.31			\$213.31				
291 206830030602		LLOYD J & DONNA J HAYES	3275	80TH ST E	\$213.31			\$213.31				
291 206830020802		MARGERY MARTHA NESKA	3265	80TH ST E	\$213.31			\$213.31				
291 206830020402		LORRAINE M ERICKSON	3265	80TH ST E	\$213.31			\$213.31				
291 206830030202		ROBERT G PALECHEK	3275	80TH ST E	\$213.31			\$213.31				
291 206830030702		GEORGE W JR FREDERICKS	3275	80TH ST E	\$213.31			\$213.31				
291 206830030302		LINDA M TRENTER	3275	80TH ST E	\$213.31			\$213.31				
291 206830030802		KATHLEEN & RICHARD OKONESKI	3275	80TH ST E	\$213.31			\$213.31				
291 206830030402		MARY C CREEL	3275	80TH ST E	\$213.31			\$213.31				
					\$777,540.88	\$706,458.94	\$742,420.67	\$2,226,420.49				\$360,882.57

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION ORDERING IMPROVEMENTS, APPROVING THE PLANS AND
SPECIFICATIONS, AND AUTHORIZING ADVERTISEMENT FOR BIDS FOR THE 2009
PAVEMENT MANAGEMENT PROGRAM, CITY PROJECT NO. 2009-09D – URBAN STREET
RECONSTRUCTION PROJECT
(SOUTH GROVE AREA 4)

RESOLUTION NO. _____

WHEREAS, a resolution passed by the City Council on the 26th day of January 2009 called for a public hearing on the proposed improvement project, 2009 Pavement Management Program, City Project No. 2009-09D – Urban Street Reconstruction Project (South Grove Area 4); and

WHEREAS, published notice was given pursuant to Minnesota Statute 429.031, and the hearing was held thereon on the 23rd day of March 2009, at which time all persons desiring to be heard were given an opportunity to be heard thereon.

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

1. Such improvement is hereby ordered as proposed in this Council resolution adopted March 23, 2009.
2. The plans and specifications of City Project No. 2009-09D are hereby approved.
3. The Public Works Director is hereby authorized to advertise for bids with respect to City Project No. 2009-09D.
4. The City Attorney is authorized to acquire the necessary easements.
5. The contract for these improvements shall be let no later than two years after the adoption of this resolution.

Adopted by the City Council of Inver Grove Heights this 23rd day of March 2009.

AYES:

NAYS:

George Tourville, Mayor

ATTEST

Melissa Rheaume, Deputy Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Public Hearing to Order City Project No. 2008-11 – Southern Sanitary Sewer, East Segment

Meeting Date: March 23, 2009
 Item Type: Public Hearing
 Contact: Scott D. Thureen, 651.450.2571
 Prepared by: Scott D. Thureen, Public Works Director
 Reviewed by: *SAT*

<input type="checkbox"/>	Fiscal/FTE Impact:
<input type="checkbox"/>	None
<input type="checkbox"/>	Amount included in current budget
<input type="checkbox"/>	Budget amendment requested
<input type="checkbox"/>	FTE included in current complement
<input type="checkbox"/>	New FTE requested – N/A
<input checked="" type="checkbox"/>	Other: Special Assessments, Sewer Connection Fund, Other City Funds

PURPOSE/ACTION REQUESTED

Consider a resolution ordering City Project No. 2008-11 – Southern Sanitary Sewer, East Segment.

SUMMARY

Public Works received a petition on February 1, 2008 requesting that the City study the feasibility of extending trunk sanitary sewer to serve the properties located south of 111th Street East on the east side of T.H. 52. On February 11, 2008, Council authorized the preparation of a feasibility report by Kimley-Horn and Associates, Inc in response to the petition. The feasibility report was completed and received by the Council on March 24, 2008.

A public hearing was held for the project on April 14, 2008. Amendment #1 to the feasibility study was also presented to Council at this time which introduced a reduced project scope option. This option was developed to address concerns expressed by properties furthest east and south near the 117th Street interchange who did not wish to be served by sanitary sewer. The Council authorized the preparation of plans and specifications and the acquisition of easements for the reduced project scope, but did not order the project. The Council directed staff to investigate means to reduce the project assessments to Swift and I-State, two properties in the project area that had recently installed on-site sewage treatment systems.

Amendment #2 to the feasibility study was presented to Council on January 26, 2009 to outline possible financing options for Swift and I-State. In this amendment, City staff proposed the following:

- Reduce lateral assessments to Swift and I-State by 50%
- Compensate Swift for permanent and temporary easements from their property
- Construct a sanitary sewer lateral along 111th Street East for I-State

Amendment #3 to the feasibility study was accepted on February 23, 2009. This amendment divided the project into two segments (northern segment to be constructed with the Mn/DOT East Frontage Road and southern segment to be bid as a separate City project) and presented costs and financing options for each segment. On February 23, 2009 the Council passed a resolution ordering the northern segment, City Project No. 2008-08 – T.H. 52 East Frontage Road. At this meeting the Council also scheduled the public hearing for the southern segment, City Project No. 2008-11.

On February 26, 2009 bids from 19 contractors were opened for City Project No. 2008-11. On February 27, Mn/DOT opened bids for the East Frontage Road project. Attached is a cost summary showing estimated total project costs verses actual total project costs based on the low bid for both segments of the sanitary sewer improvements.

The improvements included in the northern segment are proposed to be financed using the City sewer connection fund. Southern segment improvements are proposed to be financed through City sewer connection funds and special assessments to benefitting property owners. A proposed financing summary and a proposed revised preliminary assessment roll for the southern segment improvements are attached.

Agreements between the City and benefitting property owners Inver Grove Real Estate Holdings, Roger Carlsen, and Olson's Truck Stop Inc. have been drafted by the City Attorney's office. Provisions of the agreements include waiver of the property owner's right to an assessment appeal and dedication of permanent and temporary easements required for the project. These agreements are included as attachments and will be presented to property owners March 19, 2009. An update on the property owners' response to the draft agreements will be provided to the Council at the meeting.

City staff received a letter from I-State dated March 11, 2009 stating their support for the project. A copy of this letter is attached. An agreement between the City and I-State has been drafted by the City Attorney's office. Provisions of the agreement include waiver of the property owner's right to an assessment appeal, dedication of the temporary easement required to maintain access to the property owner during construction, reduction of lateral assessments by 50%, and construction of a sanitary sewer lateral along 111th Street East. This agreement is included as an attachment and will be presented to representatives from I-State on March 19, 2009. An update on the property owner's response to the draft agreement will be provided to the Council at the meeting.

Terms of a potential agreement between the City and Swift have been communicated to Swift representatives. Provisions of the agreement include waiver of the property owner's right to an assessment appeal, payment of \$30,000 to the property owner for the permanent and temporary easements required for the project, and reduction of lateral assessments by 50%. An update on Swift's response to the potential agreement will be provided to the Council at the meeting. To date, Swift has not been supportive of the project or the associated assessments.

I recommend that the City Council approve the resolution ordering the City Project No. 2008-11.

SDT/be

Attachments: Cost Summary
Financing Summary
Revised Preliminary Assessment Roll
Inver Grove Real Estate Holdings Agreement
Roger Carlsen Agreement
Olson's Truck Stop Agreement
I-State Letter of Support
I-State Agreement
Resolution

Cost Summary

	Estimated	Actual
<u>Northern Segment</u>		
Total Project Cost	\$200,000	\$124,000
<u>Southern Segment</u>		
Total Project Cost	\$498,900	\$492,800
<u>111th Street Lateral (for I-State)</u>		
Total Project Cost	\$30,000	\$53,000
<u>Easements (Swift)</u>	\$30,000	\$30,000
Total	\$758,900	\$699,800

Financing Summary

<u>Assessments</u>	\$389,300
City Sewer Connection Fund	
To Northern Segment	\$124,000
To Southern Segment (Overall Lateral Assessment Reduction)	\$52,900
To Southern Segment (Swift/I-State Lateral Assessment Reduction)	\$50,600
111th Lateral	\$53,000
Easements	\$30,000
Subtotal	\$310,500
Total	\$699,800
Assessment Appeal Exposure	
Swift	\$115,887
Possible Total City Cost	\$426,387

CITY OF INVER GROVE HEIGHTS
SOUTHERN SANITARY SEWER SYSTEM
EAST SEGMENT IMPROVEMENTS - SOUTHERN SEGMENT
CITY PROJECT NO. 2008-11
REDUCED PROJECT SCOPE

3/19/2009

PRELIMINARY AREA AND LATERAL ASSESSMENT ROLL

Sanitary Sewer Area Assessment \$ 3,215.00 per Acre Total Sanitary Sewer Cost \$492,800.00
 Sanitary Sewer Lateral Assessment \$ 2,550.00 per Acre

Parcel #	PID #	Owner	Total Parcel Area (Acre)	NWI Area (Acre)	Lateral Benefiting Area (Acre)	Sanitary Sewer Area Assessment	Sanitary Sewer Lateral Assessment	Total Charges	Revised Total Charges **
52	20-36895-010-01	I State Inver Grove Heights, LLC	13.86	0.00	13.86	\$44,559.90	\$35,343.00	\$79,902.90	\$62,231.40
61	20-03400-020-77	Swift Transportation Co, Inc	25.81		25.81	\$82,979.15	\$65,815.50	\$148,794.65	\$115,886.90
62	20-34490-020-01	Inver Grover Real Estate Holdings	24.35		24.35	\$78,285.25	\$62,092.50	\$140,377.75	\$140,377.75
62A	20-34490-010-00	Roger Carlsen	4.07		4.07	\$13,085.05	\$10,378.50	\$23,463.55	\$23,463.55
62B	20-34490-010-01	Olson Truck Stop Inc	8.22		8.22	\$26,427.30	\$20,961.00	\$47,388.30	\$47,388.30
Totals			76.31	0.00	76.31	\$245,336.65	\$194,590.50	\$439,900.00	\$389,300.00

* Assessment Roll assumes the City will contribute \$52,900 in order for sanitary sewer lateral assessment rate to equal preliminary lateral assessment rate for C.P. 2003-03.

** Based on City staff proposal that would require Council approval. Proposal results in approximate funding shortfall of \$50,600.

**SPECIAL ASSESSMENT WAIVER AGREEMENT BETWEEN
INVER GROVE REAL ESTATE HOLDINGS, LLC
AND CITY OF INVER GROVE HEIGHTS**

THIS WAIVER AGREEMENT (Agreement) is made, entered into and effective this _____ day of _____, 2009, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as “IGH”), and **INVER GROVE REAL ESTATE HOLDINGS, LLC**, a Minnesota limited liability company (hereafter referred to as “Landowner”). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

ARTICLE 1
DEFINITIONS

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

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

1.3 Landowner. “Landowner” means **INVER GROVE REAL ESTATE HOLDINGS, LLC**, a Minnesota limited liability company, and its successors and assigns.

1.4 Property. “Property” means that certain real property located in the City of Inver Grove Heights, Dakota County, Minnesota, and legally described on the attached Exhibit A, which is incorporated hereby and made a part hereof.

1.5 Project. “Project” means City of Inver Grove Heights Project No. 2008-11-Southern Sanitary Sewer East Segment Improvements.

1.6 Feasibility Report. “Feasibility Report” means that certain Feasibility Study and Report dated March 2008, amended April 10, 2008, January 22, 2009, and February 23, 2009, prepared for IGH by Kimley-Horn and Associates, Inc., relating to the Project.

ARTICLE 2
RECITALS

Recital No. 1. Landowner owns the Property. The Property is located in the City of Inver Grove Heights.

Recital No. 2. On February 26, 2009, IGH received bids to construct the Project.

Recital No. 3. On March 23, 2009, the City Council of IGH held a public hearing pursuant to Minn. Stat. § 429.031 for the purpose of considering whether to order the Project. Prior to the public hearing, IGH received the Feasibility Report.

Recital No. 4. On March 23, 2009, the City Council of IGH ordered the Project.

Recital No. 5. IGH has not decided whether it will award a contract to construct the Project.

Recital No. 6. IGH proposes to hold an assessment hearing on April 27, 2009. IGH proposes to specially assess the Property the sum of **\$140,377.75**.

Recital No. 7. Landowner desires that IGH proceed to construct the Project. Landowner acknowledges that the Property will be benefited by the Project. To induce IGH to give favorable consideration to awarding a contract for the Project, Landowner is willing to waive any special assessment appeal rights relating to the Property up to the amounts set forth in this Agreement.

Recital No. 8. Because of the complexities of financing the Project, IGH does not commit by this Agreement to award a construction contract for the Project, but IGH is willing to agree that any special assessments against the Property will be spread over a period of not less than ten (10) annual installments at an interest rate that does not exceed six percent (6.0%).

Recital No. 9. The Landowner is willing to execute this Agreement in return for IGH awarding a construction contract for the Project. If IGH fails to award a construction contract for the Project by July 13, 2009, this Agreement shall be null and void.

Recital No. 10. The Landowner and IGH agree that these Article 2 Recitals are material terms of this Agreement.

ARTICLE 3
CONSIDERATION

3.1 Consideration. The Landowner agrees to: a) Execute and comply with the terms of this Agreement. IGH agrees to: a) only record this Agreement (at the IGH's expense) after IGH has awarded a construction contract for the Project, and b) return this Agreement to the Landowner if IGH fails to award a construction contract for the Project on or before July 13, 2009. Landowner acknowledges and agrees that this Agreement constitutes sufficient consideration for the conveyances contained in Article 3 and for the waivers contained in Article 4, below.

ARTICLE 4
AGREEMENTS OF LANDOWNER

4.1 Waiver of Special Assessment Appeal Rights – Property. Landowner acknowledges and agrees that it has reviewed the Feasibility Report for the Project and has familiarized itself with the Project. Landowner agrees that the Property will receive a benefit from the Project in at least the amount of **\$140,377.75**. Landowner hereby consents to the imposition and levying by IGH of a sanitary sewer area assessment against the Property for the Project in the amount of **\$78,285.25**. Landowner hereby consents to the imposition and levying by IGH of a sanitary sewer lateral assessment against the Property for the Project in the amount of **\$62,092.50**. Landowner hereby consents to the imposition and levying by IGH of total special assessments against the Property for the Project in the amount of **\$140,377.75 (\$78,285.25+ \$62,092.50)**.

With respect to the Property, Landowner waives any and all procedural and substantive objections to the Project including any objections to notice and hearing requirements of Chapter 429 of the Minnesota Statutes. Landowner waives any objections to the levying of special assessments against the Property up to the amount of **\$140,377.75**. With respect to the Property, Landowner waives any appeal rights otherwise available under Minn. Stat. § 429.081 up to the amount of **\$140,377.75**. Landowner acknowledges that the benefit from the Project at least equals the sum of **\$140,377.75** of the special assessments that IGH proposes to levy against the Property.

Landowner agrees that the waivers made above are continuing and irrevocable and are made knowingly and voluntarily by Landowner.

4.2 Special Assessment Agreement. Landowner will execute this Agreement. If IGH awards the construction contract for the Project then Landowner agrees that, without payment from IGH, IGH may record this Agreement.

4.3 Waiver. For good and valuable consideration, the Landowner, for itself, its successors and assigns of any Property interest, and for anyone claiming to be acting on its behalf, does hereby irrevocably waive all actions, causes of action, suits, rights, claims and demands whatsoever, including attorney's fees of any nature whatsoever, whether or not well-founded in fact or in law, known or unknown, contingent or non-contingent, and whether or not

based upon statute or common law, against IGH, arising out of the Landowner's voluntary conveyance of the Agreement to IGH in consideration for the Project.

ARTICLE 5
AGREEMENTS OF IGH

5.1 Installments of Special Assessments. IGH agrees that the special assessments for the Project will be payable by installments over a term not less than ten (10) years and at an interest rate that does not exceed six percent (6.0%).

5.2 Special Assessments Will Not Be Levied if Project Not Awarded. IGH agrees that if the Project is not awarded, the Landowner will have no obligation to pay the special assessments for the Project and the special assessments for the Project levied on or about April 27, 2009, will be cancelled and not certified to Dakota County for payment.

ARTICLE 6
MISCELLANEOUS

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

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

6.3 Headings. The paragraph headings appearing in this Agreement are for convenience only, are not part of this Agreement, and are not to be considered in interpreting this Agreement.

6.4 Severability. The provisions of this Agreement are severable. If any paragraph, sentence, clause, or phrase of this Agreement is for any reason held contrary to law or contrary to any rule or regulation having the force of law, such decision shall not affect the remaining portions of this Agreement.

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

6.6 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.

6.7 Notice To Property Buyers. The Landowner agrees to notify and provide any buyer of the Property with an executed copy of this Agreement if the Landowner sells any interest in the Property following the execution of this Agreement and prior to the award of the Project contract by IGH.

6.8 Recording. Provided IGH awards the construction contract for the Project, IGH may record this Agreement at IGH's expense.

[The remainder of this page has been intentionally left blank.]

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this ____ day of _____, 2009, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Rheaume, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and Deputy City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed in behalf of said municipality by authority of its City Council and said Mayor and Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

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

Lot 2, Block 1, IGH Addition, according to the recorded plat thereof now on file and of record in the office of the County Recorder within and for Dakota County, Minnesota.

(Part Abstract Property)

(Part Torrens Property)

**CONVEYANCE OF EASEMENT AND
SPECIAL ASSESSMENT WAIVER AGREEMENT BETWEEN
ROGER CARLSEN
AND CITY OF INVER GROVE HEIGHTS**

THIS CONVEYANCE AND WAIVER AGREEMENT (Agreement) is made, entered into and effective this _____ day of _____, 2009, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as “IGH”), and **ROGER CARLSEN**, a single person (hereafter referred to as “Landowner”). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

ARTICLE 1
DEFINITIONS

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

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

1.3 Landowner. “Landowner” means **ROGER CARLSEN**, a single person, and his successors and assigns.

1.4 Property. “Property” means that certain real property located in the City of Inver Grove Heights, Dakota County, Minnesota, and legally described on the attached Exhibit A, which is incorporated hereby and made a part hereof.

1.5 Easement. “Easement” means that certain permanent drainage and utility easement and temporary construction easement, a copy of which is attached hereto and incorporated herein as Exhibit B.

1.6 Project. “Project” means City of Inver Grove Heights Project No. 2008-11-Southern Sanitary Sewer East Segment Improvements.

1.7 Feasibility Report. “Feasibility Report” means that certain Feasibility Study and Report dated March 2008, amended April 10, 2008, January 22, 2009, and February 23, 2009, prepared for IGH by Kimley-Horn and Associates, Inc., relating to the Project.

ARTICLE 2
RECITALS

Recital No. 1. Landowner owns the Property. The Property is located in the City of Inver Grove Heights.

Recital No. 2. On February 26, 2009, IGH received bids to construct the Project.

Recital No. 3. On March 23, 2009, the City Council of IGH held a public hearing pursuant to Minn. Stat. § 429.031 for the purpose of considering whether to order the Project. Prior to the public hearing, IGH received the Feasibility Report.

Recital No. 4. On March 23, 2009, the City Council of IGH ordered the Project.

Recital No. 5. IGH has not decided whether it will award a contract to construct the Project.

Recital No. 6. IGH proposes to hold an assessment hearing on April 27, 2009. IGH proposes to specially assess the Property the sum of **\$23,463.55**.

Recital No. 7. Landowner desires that IGH proceed to construct the Project. Landowner acknowledges that the Property will be benefited by the Project. To induce IGH to give favorable consideration to awarding a contract for the Project, Landowner is willing to waive any special assessment appeal rights relating to the Property up to the amounts set forth in this Agreement.

Recital No. 8. Because of the complexities of financing the Project, IGH does not commit by this Agreement to award a construction contract for the Project, but IGH is willing to agree that any special assessments against the Property will be spread over a period of not less than ten (10) annual installments at an interest rate that does not exceed six percent (6.0%).

Recital No. 9. To further allow IGH to favorably consider awarding a contract for the Project, Landowner is willing to grant IGH the Easement over a portion of the Property for the Project.

Recital No. 10. The Landowner is also willing to convey the Easement to IGH without monetary compensation paid therefore in return for IGH awarding a construction contract for the Project.

Recital No. 11. The Landowner is willing to execute this Agreement in return for IGH awarding a construction contract for the Project. If IGH fails to award a construction contract for the Project by July 13, 2009, this Agreement shall be null and void.

Recital No. 12. The Landowner and IGH agree that these Article 2 Recitals are material terms of this Agreement.

ARTICLE 3 **CONSIDERATION**

3.1 Consideration. The Landowner agrees to: a) comply with the terms of this Agreement, and b) execute the Easement at the time this Agreement is signed. IGH agrees to: a) only record said Easement (at the IGH's expense) after IGH has awarded a construction contract for the Project, and b) return said Easement to the Landowner if IGH fails to award a construction contract for the Project on or before July 13, 2009. Landowner acknowledges and agrees that this Agreement constitutes sufficient consideration for the conveyances contained in Article 3 and for the waivers contained in Article 4, below.

ARTICLE 4 **AGREEMENTS OF LANDOWNER**

4.1 Waiver of Special Assessment Appeal Rights – Property. Landowner acknowledges and agrees that it has reviewed the Feasibility Report for the Project and has familiarized itself with the Project. Landowner agrees that the Property will receive a benefit from the Project in at least the amount of **\$23,463.55**. Landowner hereby consents to the imposition and levying by IGH of a sanitary sewer area assessment against the Property for the Project in the amount of **\$13,085.05**. Landowner hereby consents to the imposition and levying by IGH of a sanitary sewer lateral assessment against the Property for the Project in the amount of **\$10,378.50**. Landowner hereby consents to the imposition and levying by IGH of total special assessments against the Property for the Project in the amount of **\$23,463.55 (\$13,085.05 + \$10,378.50)**.

With respect to the Property, Landowner waives any and all procedural and substantive objections to the Project including any objections to notice and hearing requirements of Chapter 429 of the Minnesota Statutes. Landowner waives any objections to the levying of special assessments against the Property up to the amount of **\$23,463.55**. With respect to the Property, Landowner waives any appeal rights otherwise available under Minn. Stat. § 429.081 up to the amount of

\$23,463.55. Landowner acknowledges that the benefit from the Project at least equals the sum of **\$23,463.55** of the special assessments that IGH proposes to levy against the Property.

Landowner agrees that the waivers made above are continuing and irrevocable and are made knowingly and voluntarily by Landowner.

4.2 Temporary and Permanent Utility and Drainage Easement. Landowner will execute Exhibit B and deliver Exhibit B to IGH upon the execution of this Agreement. If IGH awards the construction contract for the Project then Landowner agrees that, without payment from IGH, IGH may record the Easement.

4.3 Waiver. For good and valuable consideration, the Landowner, for itself, its successors and assigns of any Property interest, and for anyone claiming to be acting on its behalf, does hereby irrevocably waive all actions, causes of action, suits, rights, claims and demands whatsoever, including attorney's fees of any nature whatsoever, whether or not well-founded in fact or in law, known or unknown, contingent or non-contingent, and whether or not based upon statute or common law, against IGH, arising out of the Landowner's voluntary conveyance of the Easement to IGH in consideration for the Project. This waiver shall become effective upon the recording of the Easement shown in Exhibit B.

ARTICLE 5 **AGREEMENTS OF IGH**

5.1 Installments of Special Assessments. IGH agrees that the special assessments for the Project will be payable by installments over a term not less than ten (10) years and at an interest rate that does not exceed six percent (6.0%).

5.2 Special Assessments Will Not Be Levied if Project Not Awarded. IGH agrees that if the Project is not awarded, the Landowner will have no obligation to pay the special assessments for the Project and the special assessments for the Project levied on or about April 27, 2009, will be cancelled and not certified to Dakota County for payment.

ARTICLE 6 **MISCELLANEOUS**

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

6.2 Amendment and Waiver. The parties hereto may by mutual written agreement amend this Agreement in any respect. Any party hereto may extend the time for the performance of any of the obligations of another, waive any inaccuracies in representations by another contained in this Agreement or in any document delivered pursuant hereto which inaccuracies would otherwise constitute a breach of this Agreement, waive compliance by another with any of the covenants

contained in this Agreement, waive performance of any obligations by the other or waive the fulfillment of any condition that is precedent to the performance by the party so waiving of any of its obligations under this Agreement. Any agreement on the part of any party for any such amendment, extension or waiver must be in writing. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

6.3 Headings. The paragraph headings appearing in this Agreement are for convenience only, are not part of this Agreement, and are not to be considered in interpreting this Agreement.

6.4 Severability. The provisions of this Agreement are severable. If any paragraph, sentence, clause, or phrase of this Agreement is for any reason held contrary to law or contrary to any rule or regulation having the force of law, such decision shall not affect the remaining portions of this Agreement.

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

6.6 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.

6.7 Notice To Property Buyers. The Landowner agrees to notify and provide any buyer of the Property with an executed copy of this Agreement if the Landowner sells any interest in the Property following the execution of this Agreement and prior to the award of the Project contract by IGH.

6.8 Recording. Provided IGH awards the construction contract for the Project, IGH may record this Agreement at IGH's expense.

[The remainder of this page has been intentionally left blank.]

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

Melissa Rheume, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this ____ day of _____, 2009, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Rheume, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and Deputy City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed in behalf of said municipality by authority of its City Council and said Mayor and Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

[Signature page for Roger Carlsen to Conveyance and Waiver Agreement]

Roger Carlsen

Roger Carlsen

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this ____ day of _____, 2009, before me a Notary Public within and for said County, personally appeared **Roger Carlsen**, a single person, to me personally known to be the person described in and who executed the foregoing instrument and he acknowledged that he executed the same as his free act and deed

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 PROPERTY

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

Outlot A, IGH Addition, according to the recorded plat thereof now on file and of record in the office of the County Recorder within and for Dakota County, Minnesota.

(Part Abstract Property)

(Part Torrens Property)

EXHIBIT B

**PERMANENT UTILITY AND DRAINAGE EASEMENT AND
TEMPORARY CONSTRUCTION EASEMENT**

PERMANENT UTILITY AND DRAINAGE EASEMENT

AND

TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT, made, granted and conveyed this _____ day of _____, 2009, between **Roger Carlsen**, a single person, hereinafter referred to as the “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.”

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

The Landowner in consideration of the sum of One Dollar and other good and valuable consideration to him in hand paid by the City, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto the City, its successors and assigns, the following:

- 1.) **A permanent easement for utility and drainage purposes and all such purposes ancillary, incident or related thereto** (hereinafter “**Permanent Easement**”) under, over, across, through and upon that real property identified and legally described on **Exhibit B**, (hereinafter the “**Permanent Easement Area**”) attached hereto and incorporated herein by reference; and
- 2.) **A temporary easement for grading, sloping and construction purposes, and all such purposes ancillary, incident or related thereto** (hereinafter “**Temporary Easement**”) under, over, across, through and upon that real property identified and legally described on **Exhibit B**, (hereinafter the “**Temporary Easement Area**”)

attached hereto and incorporated herein by reference. The Temporary Easement shall expire on **October 31, 2010**.

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

EXEMPT FROM STATE DEED TAX

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

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

h.) to remove or otherwise dispose of all earth or other material excavated from the Temporary Easement Area during the term of its existence as the City may deem appropriate.

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

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

The Landowner, for himself and his successors and assigns, does hereby warrant to and covenant with the City, its successors and assigns, that he is well seized in fee of the Landowner's Property described on Exhibit A and the Permanent and Temporary Easement Areas described on Exhibit B and has good right to grant and convey the Permanent and Temporary Easements herein to the City.

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

Roger Carlsen

City of Inver Grove Heights

Roger Carlsen

George Tourville
Its: Mayor

ATTEST:

Melissa Rheaume, Deputy City Clerk

NOTARY BLOCKS

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this ____ day of _____, 2009, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Rheaume, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and Deputy City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed in behalf of said municipality by authority of its City Council and said Mayor and Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this ____ day of _____, 2009, before me a Notary Public within and for said County, personally appeared **Roger Carlsen**, a single person, to me personally known to be the person described in and who executed the foregoing instrument and he acknowledged that he executed the same as his free act and deed

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 LANDOWNER'S PROPERTY

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

Outlot A, IGH Addition, according to the recorded plat thereof now on file and of record in the office of the County Recorder within and for Dakota County, Minnesota.

(Part Abstract Property)

(Part Torrens Property)

EXHIBIT B

LEGAL DESCRIPTION OF EASEMENT AREAS

A **permanent easement for utility and drainage purposes and all such purposes ancillary, incident or related thereto**, over, under, across, through and upon that part of Outlot A, IGH Addition lying 15.00 feet northerly and parallel to the following described line: Beginning at the southwest corner of said Outlot A; thence southeasterly along the southerly line of said Outlot A on an assumed bearing South 78 degrees 33 minutes 10 seconds East 257.24 feet and there terminating; and lying easterly of the following described line: Beginning at the southwest corner of said Outlot A; thence southeasterly along the southerly line of said Outlot A on an assumed bearing South 78 degrees 33 minutes 10 seconds East 13.88 feet to the point of beginning; thence North 2 degrees 31 minutes 29 seconds West 48.77 feet and there terminating.

Containing 3,678.44 Sq. Ft., 0.08 Acres.

Together with a:

A **temporary easement for grading, sloping and construction purposes, and all such purposes ancillary, incident or related thereto** over, under, across, through and upon that part of Outlot A, IGH Addition lying 15.00 feet northerly and parallel to a line drawn 15.00 feet northerly and parallel to the following described line: Beginning at the southwest corner of said Outlot A; thence southeasterly along the southerly line of said Outlot A on an assumed bearing South 78 degrees 33 minutes 10 seconds East 257.24 feet and there terminating; and lying easterly of the following described line: Beginning at the southwest corner of said Outlot A; thence southeasterly along the southerly line of said Outlot A on an assumed bearing South 78 degrees 33 minutes 10 seconds East 13.88 feet to the point of beginning; thence North 2 degrees 31 minutes 29 seconds West 48.77 feet and there terminating.

Containing 3,734.42 Sq. Ft., 0.09 Acres.

Said Temporary Easement shall expire on **October 31, 2010**.

**CONVEYANCE OF EASEMENT AND
SPECIAL ASSESSMENT WAIVER AGREEMENT BETWEEN
OLSON'S TRUCK STOP, INC.
AND CITY OF INVER GROVE HEIGHTS**

THIS CONVEYANCE AND WAIVER AGREEMENT (Agreement) is made, entered into and effective this _____ day of _____, 2009, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as "IGH"), and **OLSON'S TRUCK STOP, INC.**, a Minnesota corporation (hereafter referred to as "Landowner"). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

ARTICLE 1
DEFINITIONS

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

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

1.3 Landowner. "Landowner" means **OLSON'S TRUCK STOP, INC.**, a Minnesota corporation, and its successors and assigns.

1.4 Property. "Property" means that certain real property located in the City of Inver Grove Heights, Dakota County, Minnesota, and legally described on the attached Exhibit A, which is incorporated hereby and made a part hereof.

1.5 Easement. “Easement” means that certain permanent drainage and utility easement, a copy of which is attached hereto and incorporated herein as Exhibit B.

1.6 Project. “Project” means City of Inver Grove Heights Project No. 2008-11-Southern Sanitary Sewer East Segment Improvements.

1.7 Feasibility Report. “Feasibility Report” means that certain Feasibility Study and Report dated March 2008, amended April 10, 2008, January 22, 2009, and February 23, 2009, prepared for IGH by Kimley-Horn and Associates, Inc., relating to the Project.

ARTICLE 2
RECITALS

Recital No. 1. Landowner owns the Property. The Property is located in the City of Inver Grove Heights.

Recital No. 2. On February 26, 2009, IGH received bids to construct the Project.

Recital No. 3. On March 23, 2009, the City Council of IGH held a public hearing pursuant to Minn. Stat. § 429.031 for the purpose of considering whether to order the Project. Prior to the public hearing, IGH received the Feasibility Report.

Recital No. 4. On March 23, 2009, the City Council of IGH ordered the Project.

Recital No. 5. IGH has not decided whether it will award a contract to construct the Project.

Recital No. 6. IGH proposes to hold an assessment hearing on April 27, 2009. IGH proposes to specially assess the Property the sum of **\$47,388.30**.

Recital No. 7. Landowner desires that IGH proceed to construct the Project. Landowner acknowledges that the Property will be benefited by the Project. To induce IGH to give favorable consideration to awarding a contract for the Project, Landowner is willing to waive any special assessment appeal rights relating to the Property up to the amounts set forth in this Agreement.

Recital No. 8. Because of the complexities of financing the Project, IGH does not commit by this Agreement to award a construction contract for the Project, but IGH is willing to agree that any special assessments against the Property will be spread over a period of not less than ten (10) annual installments at an interest rate that does not exceed six percent (6.0%).

Recital No. 9. To further allow IGH to favorably consider awarding a contract for the Project, Landowner is willing to grant IGH the Easement over a portion of the Property for the Project.

Recital No. 10. The Landowner is also willing to convey the Easement to IGH without monetary compensation paid therefore in return for IGH awarding a construction contract for the Project.

Recital No. 11. The Landowner is willing to execute this Agreement in return for IGH awarding a construction contract for the Project. If IGH fails to award a construction contract for the Project by July 13, 2009, this Agreement shall be null and void.

Recital No. 12. The Landowner and IGH agree that these Article 2 Recitals are material terms of this Agreement.

ARTICLE 3 **CONSIDERATION**

3.1 Consideration. The Landowner agrees to: a) comply with the terms of this Agreement, and b) execute the Easement at the time this Agreement is signed. IGH agrees to: a) only record said Easement (at the IGH's expense) after IGH has awarded a construction contract for the Project, and b) return said Easement to the Landowner if IGH fails to award a construction contract for the Project on or before July 13, 2009. Landowner acknowledges and agrees that this Agreement constitutes sufficient consideration for the conveyances contained in Article 3 and for the waivers contained in Article 4, below.

ARTICLE 4 **AGREEMENTS OF LANDOWNER**

4.1 Waiver of Special Assessment Appeal Rights – Property. Landowner acknowledges and agrees that it has reviewed the Feasibility Report for the Project and has familiarized itself with the Project. Landowner agrees that the Property will receive a benefit from the Project in at least the amount of **\$47,388.30**. Landowner hereby consents to the imposition and levying by IGH of a sanitary sewer area assessment against the Property for the Project in the amount of **\$26,427.30**. Landowner hereby consents to the imposition and levying by IGH of a sanitary sewer lateral assessment against the Property for the Project in the amount of **\$20,961.00**. Landowner hereby consents to the imposition and levying by IGH of total special assessments against the Property for the Project in the amount of **\$47,388.30** (**\$26,427.30 + \$20,961.00**).

With respect to the Property, Landowner waives any and all procedural and substantive objections to the Project including any objections to notice and hearing requirements of Chapter 429 of the Minnesota Statutes. Landowner waives any objections to the levying of special assessments against the Property up to the amount of **\$47,388.30**. With respect to the Property, Landowner waives any appeal rights otherwise available under Minn. Stat. § 429.081 up to the amount of **\$47,388.30**. Landowner acknowledges that the benefit from the Project at least equals the sum of **\$47,388.30** of the special assessments that IGH proposes to levy against the Property.

Landowner agrees that the waivers made above are continuing and irrevocable and are made knowingly and voluntarily by Landowner.

4.2 Permanent Utility and Drainage Easement. Landowner will execute Exhibit B and deliver Exhibit B to IGH upon the execution of this Agreement. If IGH awards the construction contract for the Project then Landowner agrees that, without payment from IGH, IGH may record the Easement.

4.3 Waiver. For good and valuable consideration, the Landowner, for itself, its successors and assigns of any Property interest, and for anyone claiming to be acting on its behalf, does hereby irrevocably waive all actions, causes of action, suits, rights, claims and demands whatsoever, including attorney's fees of any nature whatsoever, whether or not well-founded in fact or in law, known or unknown, contingent or non-contingent, and whether or not based upon statute or common law, against IGH, arising out of the Landowner's voluntary conveyance of the Easement to IGH in consideration for the Project. This waiver shall become effective upon the recording of the Easement shown in Exhibit B.

ARTICLE 5
AGREEMENTS OF IGH

5.1 Installments of Special Assessments. IGH agrees that the special assessments for the Project will be payable by installments over a term not less than ten (10) years and at an interest rate that does not exceed six percent (6.0%).

5.2 Special Assessments Will Not Be Levied if Project Not Awarded. IGH agrees that if the Project is not awarded, the Landowner will have no obligation to pay the special assessments for the Project and the special assessments for the Project levied on or about April 27, 2009, will be cancelled and not certified to Dakota County for payment.

ARTICLE 6
MISCELLANEOUS

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

6.2 Amendment and Waiver. The parties hereto may by mutual written agreement amend this Agreement in any respect. Any party hereto may extend the time for the performance of any of the obligations of another, waive any inaccuracies in representations by another contained in this Agreement or in any document delivered pursuant hereto which inaccuracies would otherwise constitute a breach of this Agreement, waive compliance by another with any of the covenants contained in this Agreement, waive performance of any obligations by the other or waive the fulfillment of any condition that is precedent to the performance by the party so waiving of any of its obligations under this Agreement. Any agreement on the part of any party for any such

amendment, extension or waiver must be in writing. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

6.3 Headings. The paragraph headings appearing in this Agreement are for convenience only, are not part of this Agreement, and are not to be considered in interpreting this Agreement.

6.4 Severability. The provisions of this Agreement are severable. If any paragraph, sentence, clause, or phrase of this Agreement is for any reason held contrary to law or contrary to any rule or regulation having the force of law, such decision shall not affect the remaining portions of this Agreement.

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

6.6 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.

6.7 Notice To Property Buyers. The Landowner agrees to notify and provide any buyer of the Property with an executed copy of this Agreement if the Landowner sells any interest in the Property following the execution of this Agreement and prior to the award of the Project contract by IGH.

6.8 Recording. Provided IGH awards the construction contract for the Project, IGH may record this Agreement at IGH's expense.

[The remainder of this page has been intentionally left blank.]

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

Melissa Rheume, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this ____ day of _____, 2009, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Rheume, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and Deputy City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed in behalf of said municipality by authority of its City Council and said Mayor and Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

[Signature page for Olson's Truck Stop, Inc. to Conveyance and Waiver Agreement]

Olson's Truck Stop, Inc.

By: _____

Its:

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this ____ day of _____, 2009, 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 _____ of Olson's Truck Stop, Inc., a Minnesota corporation, and that said instrument was signed on behalf of said entity by authority of its Board of Directors and said that he/she acknowledged said instrument to be the free act and deed of the entity.

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 PROPERTY

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

Lot 1, Block 1, IGH Addition, according to the recorded plat thereof now on file and of record in the office of the County Recorder within and for Dakota County, Minnesota.

(Torrens Property)

EXHIBIT B

PERMANENT UTILITY AND DRAINAGE EASEMENT

PERMANENT UTILITY AND DRAINAGE EASEMENT

THIS EASEMENT, made, granted and conveyed this _____ day of _____, 2009, between **Olson's Truck Stop, Inc.**, a Minnesota corporation, hereinafter referred to as the "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."

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

The Landowner in consideration of the sum of One Dollar and other good and valuable consideration to it in hand paid by the City, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto the City, its successors and assigns, the following:

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

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

EXEMPT FROM STATE DEED TAX

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

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

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

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

The Landowner, for itself and its successors and assigns, does hereby warrant to and covenant with the City, its successors and assigns, that it is well seized in fee of the Landowner's Property described on Exhibit A and the Permanent Easement Area described on Exhibit B and has good right to grant and convey the Permanent Easement described herein to the City.

[Remainder of Page Intentionally Left Blank]

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

Olson's Truck Stop, Inc.

City of Inver Grove Heights

By: _____

George Tourville
Its: Mayor

Its: _____

ATTEST:

Melissa Rheame, Deputy City Clerk

EXHIBIT A

LEGAL DESCRIPTION OF LANDOWNER'S PROPERTY

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

Lot 1, Block 1, IGH Addition, according to the recorded plat thereof now on file and of record in the office of the County Recorder within and for Dakota County, Minnesota.

(Torrens Property)

EXHIBIT B

LEGAL DESCRIPTION OF EASEMENT AREAS

A permanent easement for utility and drainage purposes and all such purposes ancillary, incident or related thereto, over, under, across, through and upon that part of Lot 1, Block 1, IGH Addition lying 15.00 feet southerly and parallel to a line drawn 10.00 feet southerly and parallel to the following described line: Beginning at the northwest corner of said Lot 1, Block 1; thence southeasterly along the northerly line of said Lot 1, Block 1 on an assumed bearing South 78 degrees 33 minutes 10 seconds East 257.24 feet and there terminating; and lying easterly of the following described line: Beginning at the northwest corner of said Lot 1, Block 1; thence southeasterly along the northerly line of said Lot 1, Block 1 on an assumed bearing South 78 degrees 33 minutes 10 seconds East 13.88 feet to the point of beginning; thence South 2 degrees 31 minutes 29 seconds East 113.13 feet and there terminating.

Containing 3,585.13 Sq. Ft., 0.08 Acres.

INTERSTATE COMPANIES, INC.

March 11, 2009

Mr. Scott Thureen, P.E.
Public Works Director
8150 Barbara Avenue
Inver Grove Heights, MN

Dear Mr. Thureen,

I-State Truck Center is in receipt of the proposal by Kimley-Horn and Associates concerning the Southern Sanitary Sewer – East Segment, Project 2008-11.

After reviewing, we are in agreement with the project providing the proposed reduction in our lateral assessment by half and constructing the lateral down 111th Street is incorporated into the project.

We appreciate the city understanding the hardship this puts upon us as we have been in our new facility less than 1 year. As this construction begins, we respectfully ask the City, Contractor and Kimley-Horn to be reminded that our business needs to have continual access throughout the construction. This also must be part of the construction project.

If I can be of any further support, please contact me directly at the address and phone below.

Sincerely,



Jeff Caswell
CEO

cc: Beth Engum, P.E.

**CONVEYANCE OF EASEMENT AND
SPECIAL ASSESSMENT WAIVER AGREEMENT BETWEEN
I-STATE INVER GROVE HEIGHTS, LLC,
AND CITY OF INVER GROVE HEIGHTS**

THIS CONVEYANCE AND WAIVER AGREEMENT (Agreement) is made, entered into and effective this _____ day of _____, 2009, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as “IGH”), and **I-STATE INVER GROVE HEIGHTS, LLC**, a Minnesota limited liability company (hereafter referred to as “Landowner”). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

ARTICLE 1
DEFINITIONS

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

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

1.3 Landowner. “Landowner” means **I-STATE INVER GROVE HEIGHTS, LLC**, a Minnesota limited liability company and its successors and assigns.

1.4 Property. “Property” means that certain real property located in the City of Inver Grove Heights, Dakota County, Minnesota, and legally described on the attached Exhibit A, which is incorporated hereby and made a part hereof.

1.5 Easement. “Easement” means that certain temporary construction easement, a copy of which is attached hereto and incorporated herein as Exhibit B.

1.6 Project. “Project” means City of Inver Grove Heights Project No. 2008-11-Southern Sanitary Sewer East Segment Improvements.

1.7 Feasibility Report. “Feasibility Report” means that certain Feasibility Study and Report dated March 2008, amended April 10, 2008, January 22, 2009, and February 23, 2009, prepared for IGH by Kimley-Horn and Associates, Inc., relating to the Project.

1.8 Lateral Line Extension. “Lateral Line Extension” means the construction of that certain sanitary sewer lateral service line as shown in Exhibit C, attached hereto and incorporated herein by reference.

ARTICLE 2 **RECITALS**

Recital No. 1. Landowner owns the Property. The Property is located in the City of Inver Grove Heights.

Recital No. 2. On February 26, 2009, IGH received bids to construct the Project.

Recital No. 3. On March 23, 2009, the City Council of IGH held a public hearing pursuant to Minn. Stat. § 429.031 for the purpose of considering whether to order the Project. Prior to the public hearing, IGH received the Feasibility Report.

Recital No. 4. On March 23, 2009, the City Council of IGH ordered the Project.

Recital No. 5. IGH has not decided whether it will award a contract to construct the Project.

Recital No. 6. IGH proposes to hold an assessment hearing on April 27, 2009. IGH proposes to specially assess the Property the sum of **\$62,231.40**.

Recital No. 7. Landowner desires that IGH proceed to construct the Project. Landowner acknowledges that the Property will be benefited by the Project. To induce IGH to give favorable consideration to awarding a contract for the Project, Landowner is willing to waive any special assessment appeal rights relating to the Property up to the amounts set forth in this Agreement.

Recital No. 8. Because of the complexities of financing the Project, IGH does not commit by this Agreement to award a construction contract for the Project, but IGH is willing to agree that any special assessments against the Property will be spread over a period of not less than ten (10) annual installments at an interest rate that does not exceed six percent (6.0%).

Recital No. 9. To further allow IGH to favorably consider awarding a contract for the Project, Landowner is willing to grant IGH the Easement over a portion of the Property for the Project.

Recital No. 10. The Landowner is also willing to convey the Easement to IGH without monetary compensation paid therefore in return for IGH awarding a construction contract for the Project and constructing the Lateral Line Extension.

Recital No. 11. The Landowner is willing to execute this Agreement in return for IGH awarding a construction contract for the Project and constructing the Lateral Line Extension. If IGH fails to award a construction contract for the Project by July 13, 2009, this Agreement shall be null and void.

Recital No. 12. The Landowner and IGH agree that these Article 2 Recitals are material terms of this Agreement.

ARTICLE 3 **CONSIDERATION**

3.1 Consideration. The Landowner agrees to: a) comply with the terms of this Agreement, and b) execute the Easement at the time this Agreement is signed. IGH agrees to: a) provided a construction contract for the Project is awarded by July 13, 2009, include the obligation to construct the Lateral Line Extension in the Project; or return the Easement to the Landowner if IGH fails to award a construction contract for the Project on or before July 13, 2009. Landowner acknowledges and agrees that this Agreement constitutes sufficient consideration for the conveyances contained in Article 3 and for the waivers contained in Article 4, below.

ARTICLE 4 **AGREEMENTS OF LANDOWNER**

4.1 Waiver of Special Assessment Appeal Rights – Property. Landowner acknowledges and agrees that it has reviewed the Feasibility Report for the Project and has familiarized itself with the Project. Landowner agrees that the Property will receive a benefit from the Project in at least the amount of **\$62,231.40**. Landowner hereby consents to the imposition and levying by IGH of a sanitary sewer area assessment against the Property for the Project in the amount of **\$44,559.90**. Landowner hereby consents to the imposition and levying by IGH of a sanitary sewer lateral assessment against the Property for the Project in the amount of **\$17,671.50**. Landowner hereby consents to the imposition and levying by IGH of total special assessments against the Property for the Project in the amount of **\$62,231.40 (\$44,559.90+ \$17,671.50)**.

With respect to the Property, Landowner waives any and all procedural and substantive objections to the Project including any objections to notice and hearing requirements of Chapter 429

of the Minnesota Statutes. Landowner waives any objections to the levying of special assessments against the Property up to the amount of **\$62,231.40**. With respect to the Property, Landowner waives any appeal rights otherwise available under Minn. Stat. § 429.081 up to the amount of **\$62,231.40**. Landowner acknowledges that the benefit from the Project at least equals the sum of **\$62,231.40** of the special assessments that IGH proposes to levy against the Property.

Landowner agrees that the waivers made above are continuing and irrevocable and are made knowingly and voluntarily by Landowner.

4.2 Temporary Construction Easement. Landowner will execute Exhibit B and deliver Exhibit B to IGH upon the execution of this Agreement.

4.3 Waiver. For good and valuable consideration, the Landowner, for itself, its successors and assigns of any Property interest, and for anyone claiming to be acting on its behalf, does hereby irrevocably waive all actions, causes of action, suits, rights, claims and demands whatsoever, including attorney's fees of any nature whatsoever, whether or not well-founded in fact or in law, known or unknown, contingent or non-contingent, and whether or not based upon statute or common law, against IGH, arising out of the Landowner's conveyance of the Easement to IGH in consideration for the Project.

ARTICLE 5 **AGREEMENTS OF IGH**

5.1 Installments of Special Assessments. IGH agrees that the special assessments for the Project will be payable by installments over a term not less than ten (10) years and at an interest rate that does not exceed six percent (6.0%).

5.2 Agreement of IGH to construct Lateral Line Extension. IGH agrees that if the Project is awarded, IGH will include the obligation to construct the Lateral Line Extension in the Project.

5.3 Special Assessments Will Not Be Levied if Project Not Awarded. IGH agrees that if the Project is not awarded, the Landowner will have no obligation to pay the special assessments for the Project and the special assessments for the Project levied on or about April 27, 2009, will be cancelled and not certified to Dakota County for payment.

ARTICLE 6 **MISCELLANEOUS**

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

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

6.3 Headings. The paragraph headings appearing in this Agreement are for convenience only, are not part of this Agreement, and are not to be considered in interpreting this Agreement.

6.4 Severability. The provisions of this Agreement are severable. If any paragraph, sentence, clause, or phrase of this Agreement is for any reason held contrary to law or contrary to any rule or regulation having the force of law, such decision shall not affect the remaining portions of this Agreement.

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

6.6 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.

6.7 Notice To Property Buyers. The Landowner agrees to notify and provide any buyer of the Property with an executed copy of this Agreement if the Landowner sells any interest in the Property following the execution of this Agreement and prior to the award of the Project contract by IGH.

6.8 Recording. Provided IGH awards the construction contract for the Project, IGH may record this Agreement at IGH's expense.

[The remainder of this page has been intentionally left blank.]

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

Melissa Rheume, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this ____ day of _____, 2009, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Rheume, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and Deputy City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed in behalf of said municipality by authority of its City Council and said Mayor and Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

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

Lot 1, Block 1, ISTATE TRUCK CENTER, according to the recorded plat thereof now on file and of record in the office of the County Recorder within and for Dakota County, Minnesota.

(Abstract Property)

EXHIBIT B

TEMPORARY CONSTRUCTION EASEMENT

TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT, made, granted and conveyed this _____ day of _____, 2009, between **I-State Inver Grove Heights, LLC**, a Minnesota limited liability company, hereinafter referred to as the "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."

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

The Landowner in consideration of the sum of One Dollar and other good and valuable consideration to it in hand paid by the City, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto the City, its successors and assigns, the following:

- 1.) **A temporary easement for grading, sloping and construction purposes, and all such purposes ancillary, incident or related thereto** (hereinafter "**Temporary Easement**") under, over, across, through and upon that real property identified and legally described on **Exhibit B**, (hereinafter the "**Temporary Easement Area**") attached hereto and incorporated herein by reference. The Temporary Easement shall expire on October 31, 2010.

EXEMPT FROM STATE DEED TAX

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

- a.) to enter upon the Temporary Easement Area during the term of its existence for the purposes of construction, inspection, grading, sloping, and restoration relating to the purposes of this Easement; and
- b.) to maintain the Temporary Easement Area during the term of its existence, together with the right to excavate and refill ditches or trenches for the location of such pipes, conduits or mains; and

c.) to remove from the Temporary Easement Area during the term of its existence trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location, construction and maintenance of the pipes, conduits, or mains and to deposit earthen material in and upon the Temporary Easement Area; and

d.) to remove or otherwise dispose of all earth or other material excavated from the Temporary Easement Area during the term of its existence as the City may deem appropriate.

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

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

The Landowner, for itself and its successors and assigns, does hereby warrant to and covenant with the City, its successors and assigns, that it is well seized in fee of the Landowner's Property described on Exhibit A and the Temporary Easement Areas described on Exhibit B and has good right to grant and convey the Temporary Easements herein to the City.

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

[Remainder of page intentionally left blank]

EXHIBIT A

LEGAL DESCRIPTION OF LANDOWNER'S PROPERTY

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

Lot 1, Block 1, ISTATE TRUCK CENTER, according to the recorded plat thereof now on file and of record in the office of the County Recorder within and for Dakota County, Minnesota.

(Abstract Property)

EXHIBIT B

LEGAL DESCRIPTION OF EASEMENT AREA

A temporary easement for grading, sloping and construction purposes, and all such purposes ancillary, incident or related thereto over, under, across, through and upon that part of Lot 1, Block 1, ISTATE TRUCK CENTER bounded by the following described line:

Commencing at the southwest corner of said Lot 1, Block 1; thence northerly along the west line of said lot on an assumed bearing of North 6 degrees 04 minutes 15 seconds West 41.72 feet to the point of beginning of said line to be described; thence continuing North along said west line 140.84 feet; thence North 22 degrees 47 minutes 55 seconds West 23.42 feet; thence Due East 66.97 feet; thence Due South 45.00 feet; thence Due East 130.00 feet; thence Due South 70.00 feet; thence Due West 130.00 feet; thence Due South 42.07 feet; thence South 83 degrees 55 minutes 45 seconds West 43.24 to the point of beginning.

Containing 17,415.00 Sq. Ft., 0.40 Acres.

Said Temporary Easement shall expire on October 31, 2010.

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

**RESOLUTION ORDERING CITY PROJECT NO. 2008-11 – SOUTHERN SANITARY
SEWER, EAST SEGMENT**

RESOLUTION NO. _____

WHEREAS, a resolution passed by the City Council on the 23rd day of February 2009 called for a public hearing on the proposed improvement project, City Project No. 2008-11 – Southern Sanitary Sewer, East Segment; and

WHEREAS, published notice was given pursuant to Minnesota Statute 429.031, and the hearing was held thereon on the 23rd day of March 2009, at which time all persons desiring to be heard were given an opportunity to be heard thereon.

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

1. Such improvements are hereby ordered as proposed in this Council resolution adopted March 23, 2009.
2. The contract for these improvements shall be let no later than two years after the adoption of this resolution.

Adopted by the City Council of Inver Grove Heights, MN this 23rd day of March 2009.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

CITY OF INVER GROVE HEIGHTS

Meeting Date: March 23, 2009
 Item Type: Regular Agenda
 Contact: Allan Hunting 651.450.2554
 Prepared by: Allan Hunting, City Planner
 Reviewed by:

Fiscal/FTE Impact:	
<input checked="" type="checkbox"/>	None
<input type="checkbox"/>	Amount included in current budget
<input type="checkbox"/>	Budget amendment requested
<input type="checkbox"/>	FTE included in current complement
<input type="checkbox"/>	New FTE requested – N/A
<input type="checkbox"/>	Other

PURPOSE/ACTION REQUESTED

Consider the First Reading of an **Ordinance Amendment** to Section 510 (Subdivision Regulations) of the City Code adopting regulations related to street naming and addressing.

- Requires 3/5th's vote.
- 60-day deadline – N/A

SUMMARY

On February 9th, 2009, the City Council passed a Resolution that adopted the Dakota County Uniform Street Naming and Addressing System Procedural Manual as the system to follow when the City takes over street naming and addressing. One of the conditions of that resolution was that an ordinance shall be drafted to formally adopt the manual.

The Planning Staff and City Attorney have drafted an ordinance amendment that would add the street naming and addressing provision to the Subdivision Ordinance. The ordinance states that the City shall be responsible for naming streets and assigning street addresses utilizing the county manual. Staff is recommending that all private streets follow the same naming standards to keep all street naming in the city uniform. For clarification, the ordinance restates that street signs for public streets are to be green in color and private street signs to be brown in color. The address number requirements are taken from the state fire code and are recited here for added clarification.

An official address map would also be adopted to be used as the "Official Map". This map is produced by city staff and is already being used by police and fire. The map is a very large scale map and therefore is not included in this packet.

The Planning Commission held a public hearing on the ordinance amendment on March 3. No comments or changes were proposed.

RECOMMENDATION

Planning Staff Recommends approval of the ordinance amendment.

Planning Commission Also recommends approval of the ordinance amendment (7-0).

Attachments: Ordinance Amendment with Uniform Street Naming and Addressing Manual attachment
 Planning Commission Recommendation

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

ORDINANCE NO. _____

AN ORDINANCE ENACTING SECTION 510.05, SUBD. 5 OF THE INVER GROVE HEIGHTS SUBDIVISION ORDINANCE TO ADOPT THE DAKOTA COUNTY UNIFORM STREET NAMING AND ADDRESSING SYSTEM, AN OFFICIAL CITY ADDRESS MAP AND ENACTING PERFORMANCE STANDARDS FOR STREET ADDRESSING

The City Council of Inver Grove Heights does hereby ordain:

SECTION 1. Section 510.05 Procedures shall be amended to add the following:

Subd. 5. Street Naming and Addressing.

1. The City shall be responsible for assigning street names and addresses for all subdivisions utilizing the Dakota County Uniform Street Naming and Addressing System Procedure Manual, dated November 17, 2008 which is approved, adopted and added by reference to the Subdivision Ordinance pursuant to authority granted in Minnesota Statutes 471.62 and shall be kept and maintained in a separate binder in the Office of the City Clerk for use by the public.
2. Performance Standards.
 - a. Private streets are subject to the provisions of Section 510.05, subd. 5.
 - b. With respect to all street names and addresses assigned pursuant to Section 510.05, subd. 5, the following regulations shall apply:
 1. Street signs for public streets shall be green in color.
 2. Street signs for private streets shall be brown in color.

3. Address numbers, building numbers or approved building identification shall be placed in a position that is plainly legible and visible from the street or road fronting the property.
4. Address numbers, building numbers or approved building identification shall contrast with their background.
5. Address numbers, building numbers or approved building identification shall be Arabic numerals or alphabet letters.
6. Address numbers, building numbers or approved building identification shall be a minimum of 4 inches (102 mm) high with a minimum stroke width of 0.5 inches (12.7 mm).

SECTION 2. That the street map entitled "Inver Grove Heights Address Map," dated January 2009, is hereby ratified and approved and shall, as henceforth amended from time to time, constitute the official map of the streets within the City, and the names of the streets and public ways shown thereon are ratified and approved.

SECTION 3. Effective Date. This Ordinance shall be effective from and after its passage and publication according to law.

Passed this _____ day of _____, 2009.

George Tourville, Mayor

Attest:

Melissa Rheume, Deputy City Clerk

DAKOTA COUNTY UNIFORM STREET NAMING AND ADDRESSING SYSTEM PROCEDURAL MANUAL

SECTION 1.00 DEFINITIONS

- 1.01** **"COUNTY"** means Dakota County, Minnesota.
- 1.02** **"COUNTY BOARD"** means the Dakota County Board of Commissioners.
- 1.03** **"COUNTY HIGHWAY"** has the meaning given to it in Minn. Stat. § 160.02, subd. 17 as may be amended.
- 1.04** **"MUNICIPALITY"** means a city or township located in Dakota County, Minnesota.
- 1.05** **"PARTICIPATING MUNICIPALITY"** means a municipality that has adopted the USNAS for use within its boundaries.
- 1.06** **"STATE CAPITOL"** means the Minnesota State Capitol located in St. Paul, Minnesota.
- 1.07** **"USNAS"** means the Dakota County Uniform Street Naming and Addressing System Procedural Manual.

SECTION 2.00 PURPOSE

The USNAS sets forth a logical system for naming streets and assigning addresses in certain areas of the county. The USNAS defines techniques whereby a given address describes a unique location within the system. The USNAS is for use by the county and participating municipalities. The purpose of the USNAS is to establish a uniform system for naming streets and assigning numbers to dwellings, principal buildings, and businesses to facilitate emergency services, deliveries, and to provide the general advantages of a uniform system.

SECTION 3.00 ADMINISTRATION

Unless otherwise agreed to between the county and a participating municipality, each city or township that adopts this procedural manual shall be responsible for the administration of the USNAS within its boundaries. The county has sole authority to name and number all county highways.

SECTION 4.00 METHODOLOGY

The county street naming and addressing system is based upon an imaginary grid system with an x and y-axis. Since many streets in the county do not conform to a strict north – south and east – west configuration, exceptions arise and must be dealt with consistently. Therefore, if a street cannot be defined as having an east – west orientation, it is considered a north – south street. Other exceptions arise for a variety of reasons and must be dealt with in a similar manner through negotiations with the parties affected, with an emphasis on the purpose of the USNAS (Section 2).

East – west streets are named using a numbering system. The numbering system begins at a baseline that runs through the state capitol, consistent with other parts of the Twin Cities metropolitan area.

North – south streets are named using an alphabetic system. The alphabetic system starts at approximately the same origin and proceeds in alphabetic order in both directions with an east and west designation specifying on which side of the origin they exist. Duplicate names on either side of the line are not allowed and the same name is assigned to streets in similar locations across the entire north – south extent of the county.

East – west addresses are assigned using a numbering system, starting at 1000 and increasing in two directions starting at an origin in the middle of the county. The additional designation of east and west is added to these addresses to designate on which side of the origin the addresses exist.

North – south addresses are assigned using a numbering system based on the east – west street naming system, multiplied by 100. Therefore, 16416 Foliage Ave. is south of 164th Street on Foliage Ave. and 16384 Foliage Ave. is north of 164th Street on Foliage Ave.

A point near the state capitol serves as the "point of origin" for the naming and numbering grid (Figure 1). This point is defined as the intersection of a line extending east from Marshall Avenue in St. Paul and the north - south extension of the line between sections five and six in Inver Grove Heights.

An east - west oriented line drawn through the point of origin (x-axis) is the base line from which all the east - west oriented streets obtain their names and buildings on north - south oriented streets obtain their addresses.

A north - south oriented line drawn through the point of origin (y-axis) is known as the "A" line for street naming purposes. It begins at the point of origin and continues south to the southern border of the county in Section 27 of Sciota Township. The "A" line is the base line for naming all streets that cannot be defined as having primarily an east - west orientation (considered north – south streets) and addressing buildings on east - west oriented streets.

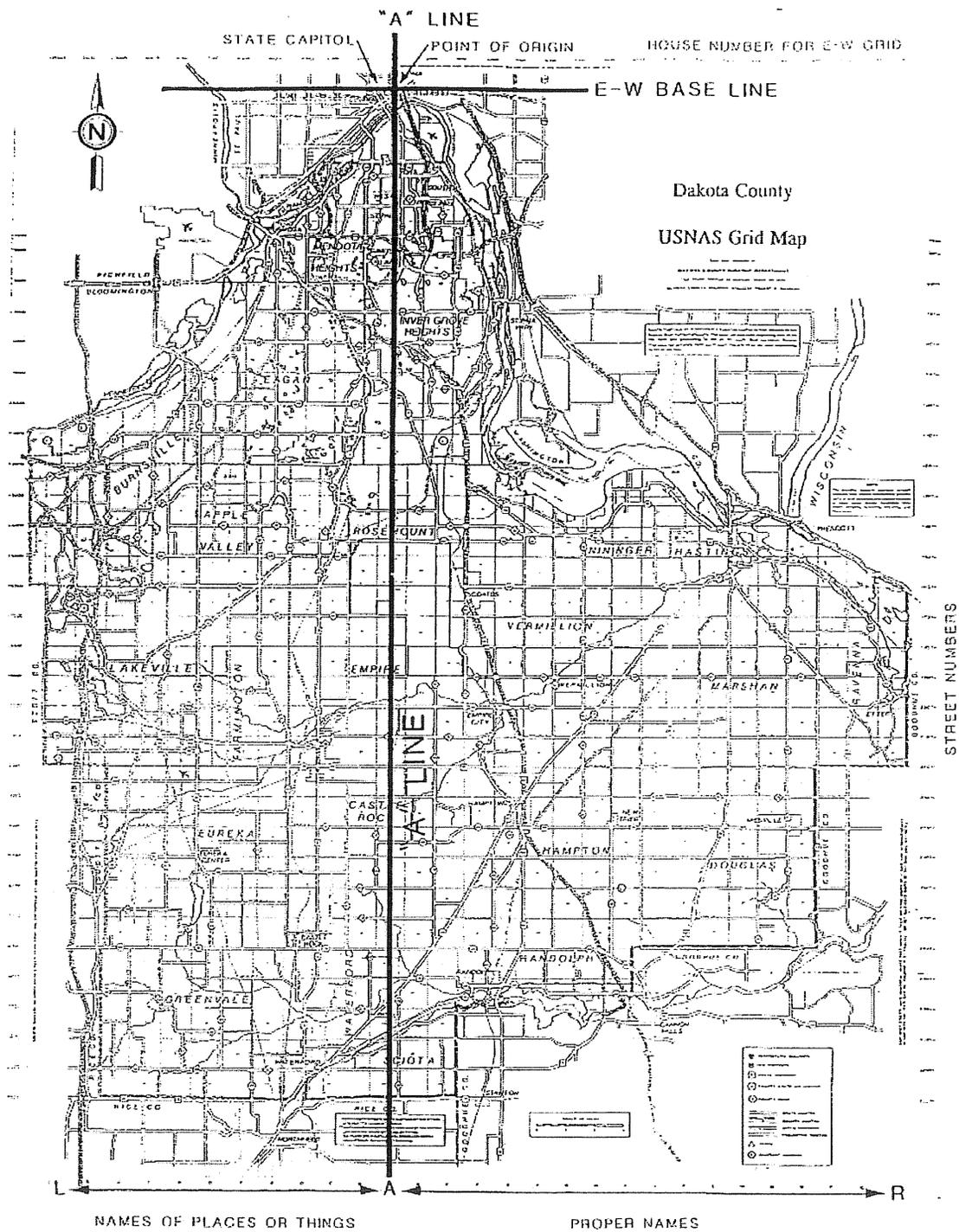


Figure 1

SECTION 6.00 OTHER STREETS

All other streets are named (Oak Avenue) as opposed to being numbered (172nd Street). Their names are based on their location in relation to the division line. Names are assigned alphabetically, with one letter of the alphabet covering one mile. For example, if a home is less than one mile from the dividing line, north - south streets in the neighborhood begin with the letter "A"; if a house is between three and four miles from the A line, north - south streets in the neighborhood begin with the letter "D".

Streets on the west side of the "A" line are named for places or things, such as Denmark or Foliage. Street on the east side of the "A" line are named for people, for example Inga or Michael. There are exceptions to this rule:

- A. Established major streets one mile or more in length that run in a diagonal direction or meander can be named for a related place, such as Red Wing Boulevard or Northfield Boulevard.
- B. Established major streets such as Cedar Avenue and Dodd Boulevard have retained their long-standing, familiar names when this system was instituted in 1965.
- C. Major streets with limited assigned addresses that are the subject of a change of jurisdiction, can be named by the entity receiving the jurisdiction of the street. This exception will be allowed for jurisdictions that wish to represent a historical significance to the community or for consistency within the community or street naming system. Since these names may not conform to the naming convention, the intent is that the name will be prominently known and no addresses will be assigned to it in the future. If these conditions change, the street must be renamed using the normal conventions.
- D. Other exceptions may arise due to curvilinear geometry, exhausted alphabetic name sequences and number ranges, or other peculiar circumstances that do not conform well to the normal east - west and north - south assumptions. In these cases, the participating community and county addressing representatives will work together to resolve it in an agreeable manner that limits public confusion, provides the most flexibility for the future, limits liability, and protects public safety.

On the west side of the A line, streets names begin with letters of the alphabet ranging from "A" to "L". On the east side of the A line, the alphabetical range is from "A" to "R".

"Non-east - west oriented streets" are defined as streets having any orientation other than east - west. Non-east - west oriented streets are called Avenues, Boulevards, Trails, Drives, Paths, Ways or Courts depending on their length and orientation. The name "Street" is only used for east-west, numbered streets. The name "Court" is reserved for dead-end cul-de-sacs. If a street named "Court" is changed at some point to no longer be a dead-end cul-de-sac, its name will be changed accordingly to something other than "Court" (Figure 2).

Non-east - west oriented streets **do not** have any directional designation. East - west oriented streets have directional designations because there can be a 220th Street on both the east and west side of the A line. The names of non-east - west oriented streets should automatically tell their location in relation to the A line. Additionally, all streets in the county are south of the base line and, therefore, do not need any north or south designations because that is defined by the features of the system.

State and county highways are assigned names according to the USNAS, but they also continue to be called by their route number (e.g., State Highway 3 and Chippendale Avenue).

SECTION 7.00 GUIDELINES FOR ASSIGNING STREET NAMES IN SUBDIVISIONS

The following procedures shall be used in assigning street names in subdivisions:

- A. Determine which streets will be numbered and which streets will be named.
- B. Assign east - west oriented streets their numbers, or upper or lower designation in the case of there being more than ten east - west streets in the section, being certain that they fall in the proper position in relation to the north - south address grid and existing numbered streets in the area.
- C. Determine alphabetical bounds into which the remaining streets should fall. Refer to the nearest existing north -south oriented streets to obtain the most specific alphabetical bounds. Reuse existing street names whenever possible to maintain consistency.
- D. In assigning street names:
 1. Avoid controversial names or names with a slang connotation such as Fink Court, Albatross Circle.
 2. Avoid unfamiliar spellings of common words or names. (e.g., Mychal, Debbra, Parkewood, Brooksyde).
 3. Persons responsible for assigning street names should not select names that are personally significant to them or other employees. (e.g., Forrest Trail, Connell Court, Aunt Emma Lane).
 4. Persons responsible for assigning street names must discuss the proposed street name with another employee within the applicable department and seek approval of the department supervisor prior to assigning the street name.
 5. A private street is not required to conform to the USNAS unless so required by the participating municipality in which the private street is located. Generally, streets within mobile home parks are private streets.
 6. If a street turns a corner of 90 degrees or less with only one standard size urban lot on the inside of a curve, the street name shall change (Figure 3).
 7. Persons responsible for assigning street names shall determine if a street name is too similar to another street name in the participating municipality in which the street is located. (e.g., Kingston and Kingsford, Johnson and Jenson, Harry and Harold).
- E. In the event a street is extended from one participating municipality into another participating municipality, the street shall retain the same USNAS designated name.
- F. Any changes to existing street names must be made in accordance with the procedures established by the participating municipality for doing so. Changes made to existing street names must conform to the USNAS.
- G. After assigning a street name, the participating municipality shall provide written notification including a copy of the applicable plat or a sketch thereof showing the assigned street names and building address numbers to the following:

1. County Physical Development Division;
2. County Assessing Services Department;
3. County Property Taxation and Records Department; and
4. Dakota Communication Center.

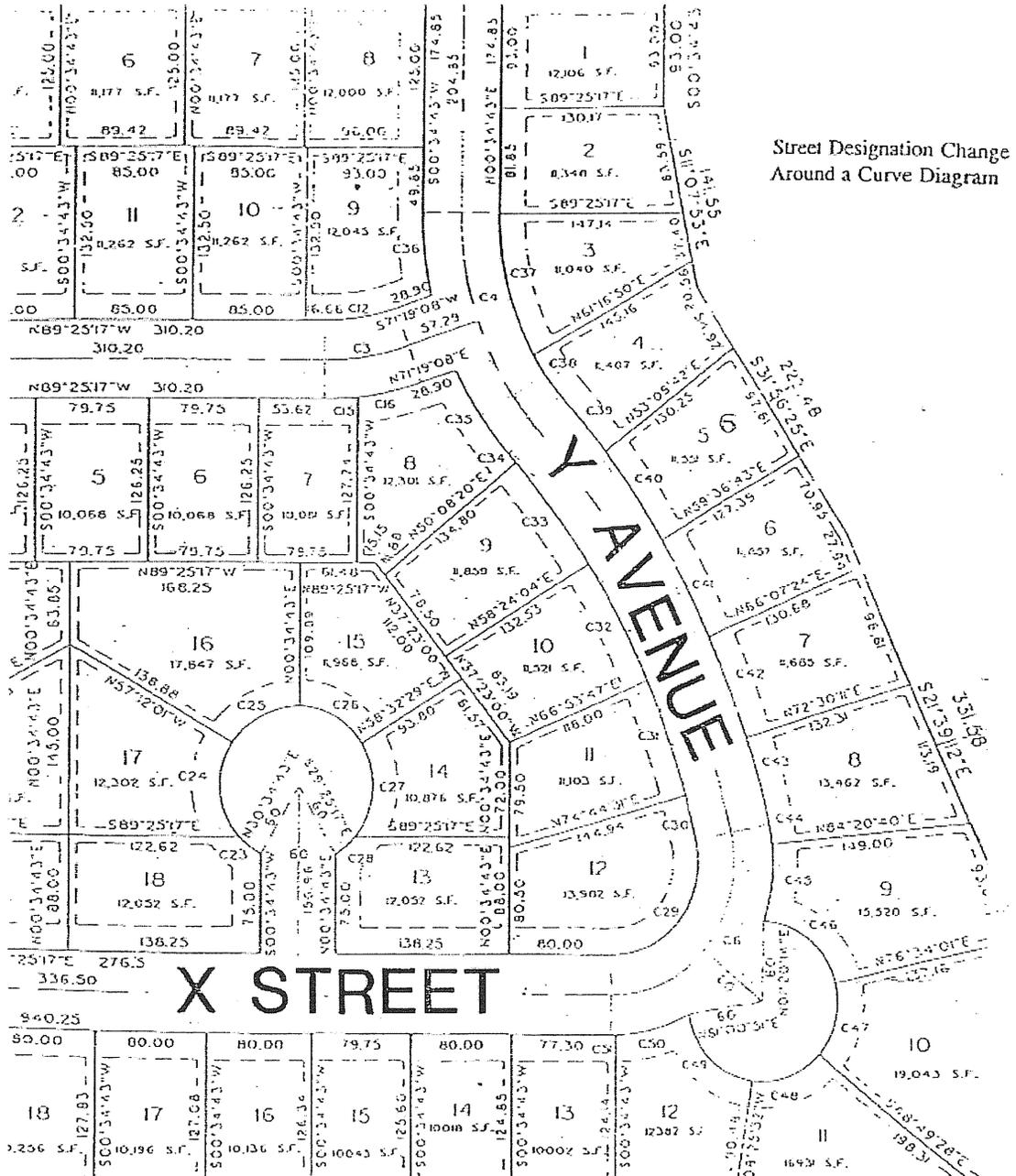


Figure 3

SECTION 8.00 ADDRESSING

Buildings on east - west oriented numbered streets are addressed from the east - west grid. Buildings on all other streets are addressed from the north - south grid (Figure 4).

Building addresses are assigned at an interval of 1000 numbers per mile, which allows for 500 on each side of the street. Therefore, this system permits one address every 5.28 feet.

Addresses ending with an even digit are used on the south and east sides of streets; addresses ending with an odd digit are used on the north and west sides of streets. When assigning addresses in an established area or on an existing diagonal street, check the other addresses in the area to ensure consistency is maintained with the existing odd-even addresses. There are some anomalies that cause the numbers to be on what appears to be the wrong side of the street. In general, odd-even addresses will not switch from one side of the street to the other in situations where the south - east, north - west rules may dictate. Entire street segments between intersections shall be treated consistently based on the best application of this rule and review of adjacent segments.

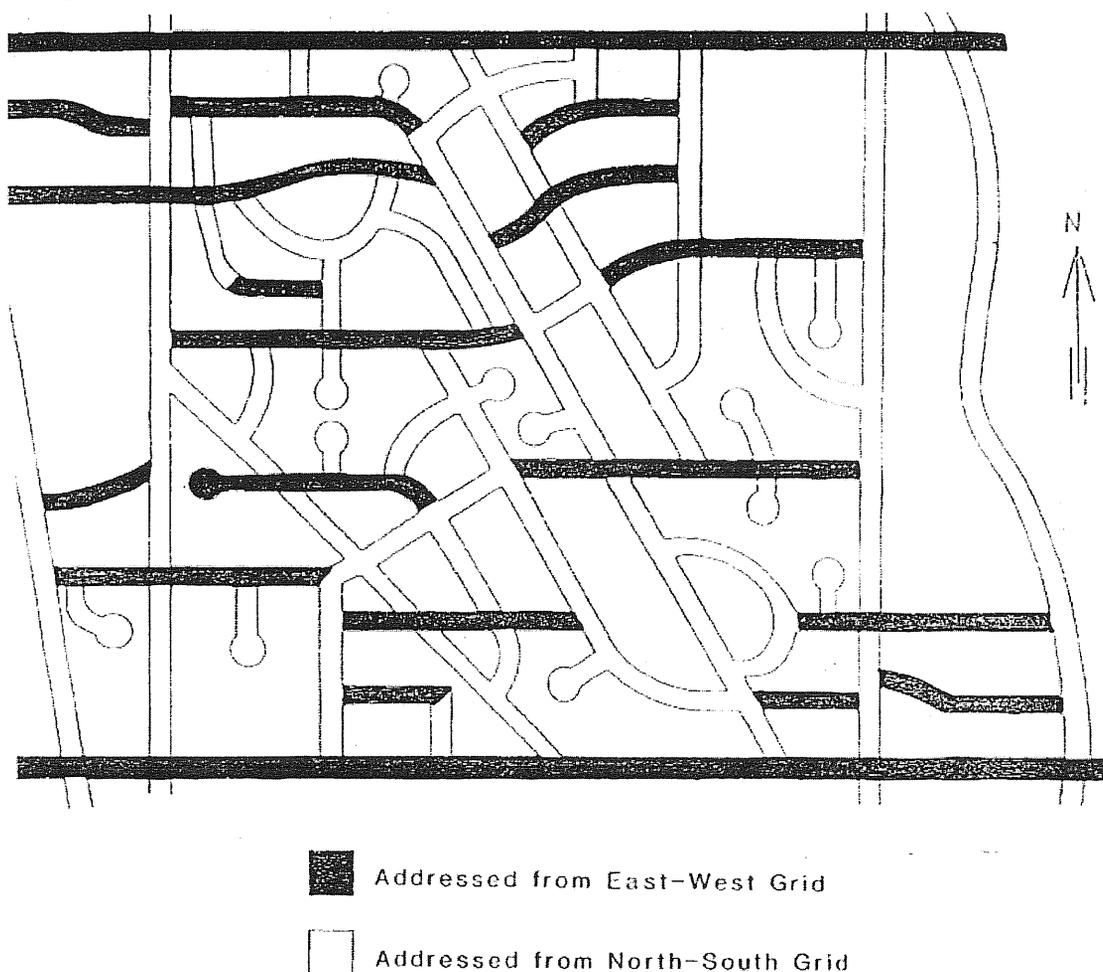


Figure 4
Addressing Grid Diagram

Addresses are assigned based on the building's access point to the street. When addressing new subdivisions, the address is assigned to the center point of the lot. For lots on corners, one address must be assigned for each street. In rural areas where a house may be set back a considerable distance from the street, the number is given to the point where the driveway meets the street.

In curvilinear subdivisions where numbered streets may vary above or below the house numbering grid, the house number must be adjusted to conform to the street number sequences. For example, a building addressed 14530 must not be north of 145th Street because according to the address, the building is 150 feet south of 145th Street.

Generally, addresses should be adjusted to provide the same intervals between successive addresses while being consistent with the overall grid numbering system. For example, in one block the house numbers may increase by an interval of ten, while in the next block they may increase by an interval of fifteen or twenty. It is not necessary to adjust the intervals between streets bearing word names, except to fit into the boundary set by the addresses of existing buildings.

SECTION 9.00 GUIDELINES FOR ASSIGNING BUILDING ADDRESSES

Addresses are assigned to a variety of buildings that are served by electrical power such as houses, commercial buildings, and barns and storage buildings not part of an already addressed homestead. Addresses are also assigned to structures and facilities that are significant to public safety for purposes of dispatching emergency services.

- A. Building addresses are assigned using the street the driveway will access and the location at which the driveway for the property meets the street.
- B. Address numbers are calculated to match the addressing grid using a linear interpolation methodology where an address range for a given street segment is determined based on the grid and individual addresses are assigned proportionately along the line. Although this can be accomplished manually using maps and scales, it is best accomplished using GIS and an automated application to precisely calculate the address numbers based on a given location on the address grid.
- C. Special circumstances may be encountered including, but not limited to the following:
 1. If a driveway location is unknown, use the approximate center of the lot.
 2. Calculated address ranges should be adjusted to fit within adjoining existing address ranges on the same street.
 3. If a street changes directions, but does not change names, continue to use the same numbering system.
 4. For a plat of condominiums, town homes or apartments, addresses should be assigned in a manner that meets the purpose of the USNAS as set forth in section 2 above.
 5. Buildings in large commercial developments may be addressed as a single unit, similar to condominiums, where an address range for all buildings is determined using the main entrance or most significant road for accessing the development. This option should be considered if it will improve emergency response to the buildings.

- D. Following approval by the participating municipality, the municipality's addressing representative shall send a copy of the plat with assigned addresses to the requestor and shall retain a copy of the plat for the municipality's records.

SECTION 10.00 CHANGES TO EXISTING OCCUPIED ADDRESSES

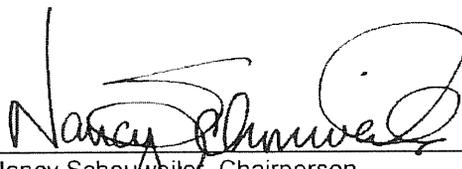
- A. All Roads. Address changes will only be allowed when the road name is a duplicate of another road within a designated postal area or within the county and interferes with the accurate dispatch of emergency vehicles or deliveries. A road name may also be changed when one road has two commonly used names or where portions of what appears to be the same road have two or more names. Any changes made shall be in conformance with the USNAS.
- B. Non-County Roads. Each participating municipality should establish its own procedure for considering address changes.
- C. County Roads. The following procedure shall apply for requests to change the name of a county highway:
 - 1. The person seeking to change the name of the county highway shall initially make this request to the governing board of the city or township in which the person resides and in which the county highway is located. The city or township shall consider the request and make a recommendation to the county in the form of a resolution. If it is the city or township that seeks the change of name, it shall make a recommendation to the county in the form of a resolution.
 - 2. The person seeking the change of name of the county highway shall submit a written application to the Dakota County Physical Development Division that includes the following information:
 - a. The current name of the county highway;
 - b. The proposed name for the county highway;
 - c. The location of the county highway;
 - d. An explanation as to why the change is necessary; and
 - e. A copy of the city or township resolution as required in section 10(C)(1) above.
 - 3. The amendment request shall be placed on the Dakota County Planning Commission agenda for public hearing. The Dakota County Physical Development Division shall investigate the amendment request and provide a written recommendation to the Planning Commission.
 - 4. The Dakota County Physical Development Division shall provide written notice of the public hearing to the following: the applicant, all residents owning property on the subject highway and all landowners with property within 200 feet of the intersection of their street and the subject county highway.
 - 5. Following the public hearing, the Dakota County Planning Commission shall make a recommendation on the amendment request and forward its recommendation to the county board for final action.

6. The Dakota County Physical Development Division shall provide written notification of the County Board decision to the following:
- a. Those people notified of the public hearing pursuant to section 10(C)(4) above;
 - b. Any city or township through which the county highway passes;
 - c. County Assessing Services Department;
 - d. County Property Taxation and Records Department; and
 - e. Dakota Communication Center.

ATTEST:
COUNTY OF DAKOTA, STATE OF MINNESOTA



Kelly D. Olson
Senior Administrative Coordinator to the Board
DATE: 11/17/08



Nancy Schouweiler, Chairperson
Dakota County Board of Commissioners
DATE: 11/17/08

**RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS**

TO: Mayor and City Council of Inver Grove Heights
FROM: Planning Commission
DATE: March 3, 2009
SUBJECT: **CITY OF INVER GROVE HEIGHTS – CASE NO. 09-04ZA**

Reading of Notice

Commissioner Simon read the public hearing notice to consider the request for an ordinance amendment to Section 510 (Subdivision Regulations) of the City Code adopting regulations related to street naming and addressing. No notices were mailed.

Presentation of Request

Heather Botten, Associate Planner, explained the request as detailed in the request. She advised that historically all street naming and addressing in the City has been assigned by the County. Recently, the County determined they only have authority to assign street names to county roads. As a result of this, all cities in the county are now required to assign their own street names and addresses as part of the plat approval process. Ms. Botten advised that staff recommends approval of an ordinance amendment to adopt the Dakota County Uniform Street Naming and Addressing System, an official city address map and enacting performance standards for street addressing.

Commissioner Gooch asked what the process would be for the naming of a private street.

Ms. Botten replied that at the time of final plat the applicant would work with City staff to determine a street name consistent with the regulations set forth in the street naming manual.

Commissioner Gooch asked if green signs indicated public streets and brown signs indicated private street, to which Ms. Botten replied in the affirmative.

Commissioner Gooch asked if private streets were required to have a posted street sign, to which Ms. Botten replied in the affirmative.

Chair Bartholomew asked if there was something in our existing ordinance that applied to street naming and addressing.

Ms. Botten replied she did not believe there were any regulations pertaining to addressing in the Subdivision Regulations..

Mr. Link stated that street naming was addressed in the Uniform Fire Code, however, including it in the City ordinance would make it more enforceable and accessible to citizens.

Planning Commission Recommendation

Motion by Commissioner Wippermann, second by Commissioner Simon, to approve the ordinance amendment to Section 510 (Subdivision Regulations) of the City Code adopting regulations related to street naming and addressing.

Motion carried (7/0). This matter goes to City Council on March 23, 2009.

P L A N N I N G R E P O R T
CITY OF INVER GROVE HEIGHTS

REPORT DATE: February 23, 2009

CASE NO: 09-04ZA

APPLICANT: City of Inver Grove Heights

REQUEST: Ordinance Amendment adopting regulations related to street naming and addressing.

HEARING DATE: March 3, 2009

LOCATION: N/A

COMPREHENSIVE PLAN: N/A

ZONING: N/A

REVIEWING DIVISIONS: Planning
Fire Marshal
Police
Fire Chief

PREPARED BY: Allan Hunting
City Planner

BACKGROUND

Historically, all street naming and addressing in the City had been assigned by the County. Recently, the County determined they only have authority to assign street names to county roads. As a result of this change in policy, all cities in the county are now required to assign their own street names and addresses as part of plat approval process.

All of the streets and addresses in Inver Grove Heights follow the Uniform Street Naming and Addressing Manual that was prepared by the County to insure uniform addressing vital to emergency response. At the end of 2008, the County formally adopted a revised Uniform Street Naming and Addressing System Procedural Manual that cities are encouraged to use as they take over this task. The County has offered to help staff if needed during the transition process.

Community Development, Fire Protection and Police have met on this topic and agree to utilize the County manual as the City takes over street naming. The City Council adopted a resolution which formally establishes the City will continue to use this system at the February 9 council meeting. The Council then directed staff to prepare an ordinance effectuating the same.

EVALUATION OF THE REQUEST

The amendment would be to the Subdivision Code and would add language that the City is now responsible for street naming and addressing and adopts the County's Uniform Street Naming and Addressing System Manual by reference. An official street map would also be adopted with this ordinance.

As stated above, assigning street names and numbers would follow the existing pattern. The only proposed change would be to include private streets in the procedure. Currently, private streets are not held to the manual procedures and do not have to follow the alphabetical sequence. Police and Fire felt that requiring private streets to follow the same street naming would help with emergency response.

The Fire Marshal also requested that the language regarding location and type of house address numbers be put into the amendment to give the City the ability to require house numbers be posted on all lots to help with emergency vehicle response.

ALTERNATIVES

The Planning Commission has the following actions available on the following requests:

- A. **Approval.** If the Planning Commission finds the application to be acceptable, the following action should be taken:
 - o Approval of an **Ordinance Amendment** to Section 510 (Subdivision Regulations) of the City Code adopting regulations related to street naming and addressing.
- B. **Denial.** If the Planning Commission does not favor the proposed application, the above request or requests should be recommended for denial. With a recommendation for denial, findings or the basis for the denial should be given.

RECOMMENDATION

Staff recommends approval of the ordinance amendment as presented.

Attachments: Ordinance Amendment
Uniform Street Naming and Addressing System Procedure Manual

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Regional Roadway System Visioning Study

Meeting Date: March 23, 2009
 Item Type: Regular Meeting
 Contact: Thomas J. Link: 651-450-2546
 Scott Thureen: 651-450-2571
 Prepared by: Tom Link, Director of Community
 Development
 Scott Thureen, Director of Public
 Works
 Reviewed by: N/A

Fiscal/FTE Impact:	
<input type="checkbox"/>	None
<input type="checkbox"/>	Amount included in current budget
<input type="checkbox"/>	Budget amendment requested
<input type="checkbox"/>	FTE included in current complement
<input type="checkbox"/>	New FTE requested – N/A
<input type="checkbox"/>	Other

PURPOSE/ACTION REQUESTED

The City Council is to consider approving an “Agreement Between Dakota County, Eagan, and Inver Grove Heights for a Regional Roadway System Visioning Study of Inver Grove Heights’ Northwest Area, Eagan’s Northeast Area, Mendota Heights, and Sunfish Lake”, as attached.

SUMMARY

In the fall of 2007, Dakota County, Eagan, and Inver Grove Heights completed a County Travel Demand Study for Inver Grove Heights’ Northwest Area and Eagan’s Northeast Area. In response to requests from the two cities, Dakota County has recently conducted a series of meetings with all affected agencies to discuss a follow-up study that would be more detailed and hopefully generate support from the Metropolitan Council and MnDOT. The consensus of these entities is that there should be a follow-up “visioning study”.

The study would address future transportation needs based on existing and future development. The major issue is whether there is a regional need for an interchange at Interstate 494 at or near Argenta Trail. Another issue is the design of the interchange at Highway 55 and Argenta Trail.

Participants in the study would include Dakota County, Federal Highway Administration, MnDOT, Metropolitan Council, Inver Grove Heights, Eagan, Mendota Heights, and Sunfish Lake. Much of the study would involve technical analysis of different scenarios, particularly traffic modeling. There would also be public involvement, including a meeting with each of the four city councils, three open houses, and a Dakota County website. The project would be completed at the end of the year.

The County sent Requests For Proposals to four qualified consultant firms. All four engineering firms submitted proposals. Representatives from all of the agencies reviewed the proposals and developed a consensus that the best proposal was submitted by SRF Consulting Group

Inc. Excerpts of the proposal that explain SRF's understanding and approach to the study are attached.

The study's cost would be \$215,700. MnDOT and the County would each pay one third of the cost. Eagan and Inver Grove Heights would split the remaining one third of the contract. Inver Grove Heights' share of the cost would be about \$36,000. Staff recommends that the study be funded from the Closed Bond Fund which has a balance of approximately \$5 million.

The study is critical to addressing Inver Grove Heights' future transportation needs for the Northwest Area, especially the interchanges on Interstate 494 and Highway 55. Staff recommends approval of the agreement.

TJL/kf

Enclosures: Resolution
County Agreement
Excerpts of SRF Proposal

CITY OF INVER GROVE HEIGHTS

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION APPROVING AN AGREEMENT BETWEEN DAKOTA COUNTY, EAGAN, AND INVER GROVE HEIGHTS FOR A REGIONAL ROADWAY SYSTEM VISIONING STUDY OF INVER GROVE HEIGHTS' NORTHWEST AREA, EAGAN'S NORTHEAST AREA, MENDOTA HEIGHTS, AND SUNFISH LAKE

WHEREAS, the City's Comprehensive Plan provides for development in the Northwest Area; and

WHEREAS, the Comprehensive Plan anticipates the need for major transportation infrastructure improvements to provide for this development, including interchanges at Interstate 494 and Argenta Trail, and Highway 55 and Argenta Trail; and

WHEREAS, Dakota County, Eagan, and Inver Grove Heights completed a travel demand study for northern Dakota County in the fall of 2007; and

WHEREAS, there is need for a more detailed study of transportation infrastructure improvements, especially the need for an interchange at Interstate 494 and Argenta Trail and the design of an interchange at Highway 55 and Argenta Trail; and

WHEREAS, the Federal Highway Administration, Minnesota Department of Transportation, the Metropolitan Council, Dakota County, and the cities of Inver Grove Heights, Eagan, Mendota Heights, and Sunfish Lake have agreed to participate in such a study; and

WHEREAS, Dakota County has received four proposals for conducting such a study and the various agencies recommend the selection of SRF Consulting Group; and

WHEREAS, Minnesota Department of Transportation, Dakota County, and the cities of Inver Grove Heights and Eagan have agreed to share the cost of such a study.

Resolution No. _____

NOW, THEREFORE, BE IT RESOLVED, THAT THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS hereby approves an agreement between Dakota County, Eagan, and Inver Grove Heights for a Regional Roadway System Visioning Study of Inver Grove Heights' Northwest Area, Eagan's Northeast Area, Mendota Heights, and Sunfish Lake and that the City's share of the study's cost, approximately \$36,000, will be funded out of the Closed Bond Fund.

Passed by the City Council of the City of Inver Grove Heights on the _____ day of _____, 2009.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy Clerk

DAKOTA COUNTY
DEPARTMENT OF TRANSPORTATION
AGREEMENT FOR PRELIMINARY ENGINEERING
BETWEEN
THE COUNTY OF DAKOTA,
AND
THE CITY OF EAGAN,
AND
THE CITY OF INVER GROVE HEIGHTS
FOR
DAKOTA COUNTY PROJECT NO. 97-85
TO

Conduct a regional roadway system visioning study of northeastern Eagan, northwestern Inver Grove Heights, Mendota Heights and Sunfish Lake in Dakota County.

THIS AGREEMENT, made and entered into by and between Dakota County, referred to in this agreement as "the County", and the Cities of Eagan and Inver Grove Heights, referred to in this agreement as "the Cities", and witnesses the following:

WHEREAS, under Minnesota Statutes Section 471.59, subd. 1, two or more governmental units may enter into an Agreement to cooperatively exercise any power common to the contracting parties, and one of the participating governmental units may exercise one of its powers on behalf of the other governmental units; and

WHEREAS, the County and the Cities seek to conduct a regional roadway visioning study in northeastern Eagan, northwestern Inver Grove Heights, Mendota Heights and Sunfish Lake together with their partnering agencies to develop a vision for the area roadway system that addresses transportation issues in this area of Dakota County in a coordinated and balanced manner with area land use development plans; and

WHEREAS, the County and the Cities have included this study project in their Capital Improvement Programs and will fund the study costs as allocated in this agreement; and

WHEREAS, the County and the Cities require professional services as set forth in this Agreement to conduct a regional roadway system visioning study.

NOW, THEREFORE, It is agreed that the County and the Cities will participate in the study costs as set forth in this agreement:

1. Administration. Dakota County will enter into a contract with the selected consulting firm after obtaining review and approval by the Cities as to qualifications of

the firm and cost of the proposed study. Dakota County will administer the contract with the professional consulting firm and will coordinate the study work of the professional consulting firm. The County and the Cities shall each retain final decision-making authority within their respective areas of responsibility.

2. Regional Roadway System Visioning Study. The regional roadway system visioning study shall be defined as:

- a. Project Management and Agency Coordination
- b. Data Collection
- c. Existing Conditions Analysis
- d. Travel Demand Modeling
- e. Scenario Development
- f. Scenario Evaluation
- g. Final Report and Presentation Materials
- h. Public Involvement

Dakota County and the Cities shall divide the cost of the regional roadway system visioning study with the County being responsible for two-thirds of study cost, the City of Eagan responsible for one-sixth and the City of Inver Grove Heights responsible for one-sixth. Dakota County will split its share of the study costs with the Minnesota Department of Transportation under separate agreement.

3. Plans and Specifications. A Request for Proposals was developed to select a consulting firm to perform the regional roadway system visioning study. The deliverables for the study include:

- a. All agendas, minutes, agency comments, graphics, and presentation materials.

- b. Final report consisting of executive summary, summary of the study process, results, roadway system vision maps, study outcomes, implementation plan and appendices.
- c. Electronic file copies of the final report.
- d. Consultant presentation of final report at final agency meeting.

4. Payment. Dakota County will act as the paying agent for payments to the consultant. Payments to the consultant will be made as the project work progresses and when certified for payment by the Dakota County Engineer. Dakota County, in turn, will bill the Cities for their share of the professional services as specified in paragraph 2. Upon presentation of an itemized claim by one agency to the other, the receiving agency will reimburse the invoicing agency for its share of the costs incurred under this agreement within 30 days from the presentation of the claim. If any portion of an itemized claim is questioned by the receiving agency, the remainder of the claim shall be promptly paid and accompanied by a written explanation of the amounts in question. Payment of any amounts in dispute will be made following good faith negotiation with the consultant and documentation of actual costs incurred in carrying out the work.

5. Rules and Regulations. The County and the Cities shall abide by Minnesota Department of Transportation and Federal Highway Administration rules and State Statutes as applicable to carrying out the work contemplated in the agreement.

6. Waiver. Any and all persons engaged in the work to be performed by the County shall not be considered employees of the Cities for any purpose, including Worker's Compensation, or any and all claims that may or might arise out of said employment context on behalf of said employees while so engaged. Any and all claims

made by any third party as a consequence of any act or omission on the part of said County employees while so engaged on any of the work contemplated herein shall not be the obligation or responsibility of the Cities. The opposite situation shall also apply: the County shall not be responsible under the Worker's Compensation Act for any employees of the Cities.

7. Audits. Pursuant to Minnesota Statutes Sec 16 C. 05, Subd. 5, any books, records, documents, and accounting procedures and practices of the Cities and the County relevant to the Agreement are subject to examination by the Cities or the County and either the Legislative Auditor or the State Auditor as appropriate. The Cities and County agree to maintain these records for a period of six years from the date of performance of all services covered under this agreement.

8. Integration. The entire and integrated agreement of the parties contained in this Agreement shall supersede all prior negotiations; representations or agreements between the County and the Cities regarding the preliminary engineering services to be obtained; whether written or oral.

IN WITNESS THEREOF, the parties have caused this agreement to be executed by their duly authorized officials.

CITY OF EAGAN

RECOMMENDED FOR APPROVAL:

By _____
Mayor

Public Works Director

(SEAL)

APPROVED AS TO FORM:

By _____
City Clerk

City Attorney

Date _____

CITY OF INVER GROVE HEIGHTS

RECOMMENDED FOR APPROVAL:

By _____
Mayor

Public Works Director

(SEAL)

APPROVED AS TO FORM:

By _____
City Clerk

City Attorney

Date _____

DAKOTA COUNTY

RECOMMENDED FOR APPROVAL:

County Engineer

By _____
Physical Development Director

Date _____

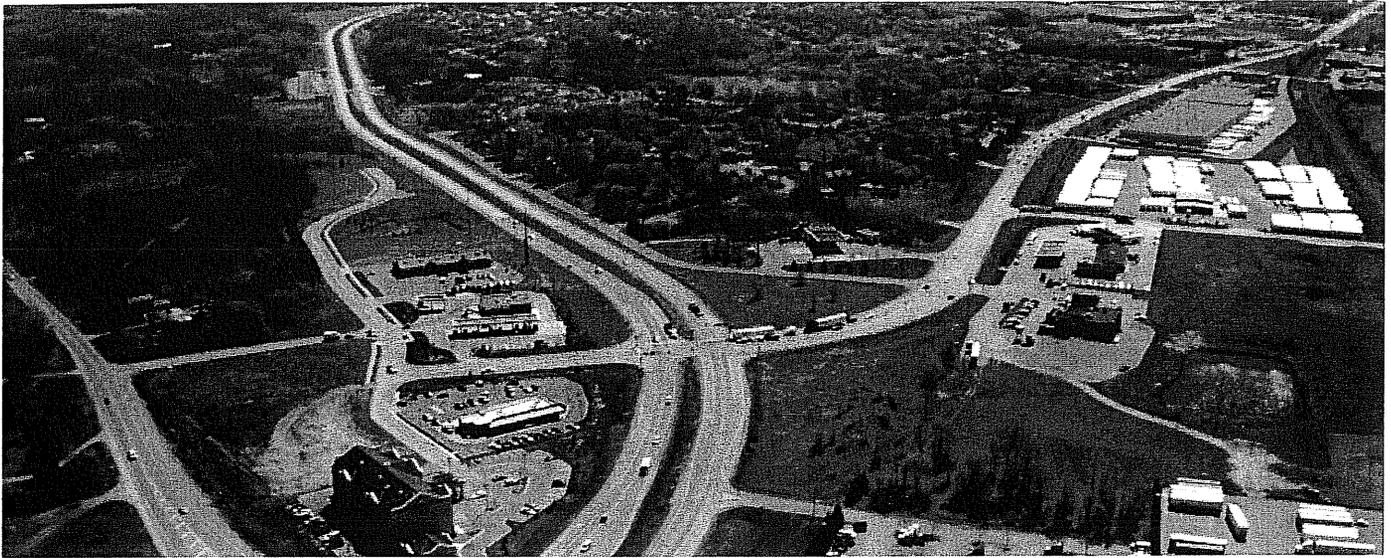
APPROVED AS TO FORM:

Assistant County Attorney

Date _____

COUNTY BOARD RESOLUTION

No. _____ Date: 4/7/09



Project Understanding & Approach

PROJECT UNDERSTANDING

Currently, north-south travel through the Cities of Eagan and Inver Grove Heights in Dakota County can be difficult due to the lack of continuous arterial routes. While the present transportation system has served local communities and the region fairly well in the past, there is a large area yet to be developed in northeast Eagan and northwest Inver Grove Heights. In addition, there has been strong growth in communities to the south, such as Farmington, Rosemount, Hastings and Northfield, which has contributed to increasing traffic volumes to and through the study area.

Local and regional agencies have undertaken and completed a number of planning efforts to identify and frame study area issues and potential solutions. These planning efforts include the Northeast Eagan Land Use Study, Inver Grove Heights' Northwest Expansion Area Alternative Urban Areawide Review, Dakota County 2025 Transportation Plan, and Dakota County North-South Corridor Travel Demand Study. Amongst the challenging issues that need to be comprehensively addressed are:

- Lack of continuous north-south routes
- Difficult terrain challenges (i.e., wetlands and elevation changes)

- Existing development patterns and access that limit current route function
- Limited access to the regional highway system
- Overloaded intersections and highway segments
- Development proposals within and near the study area

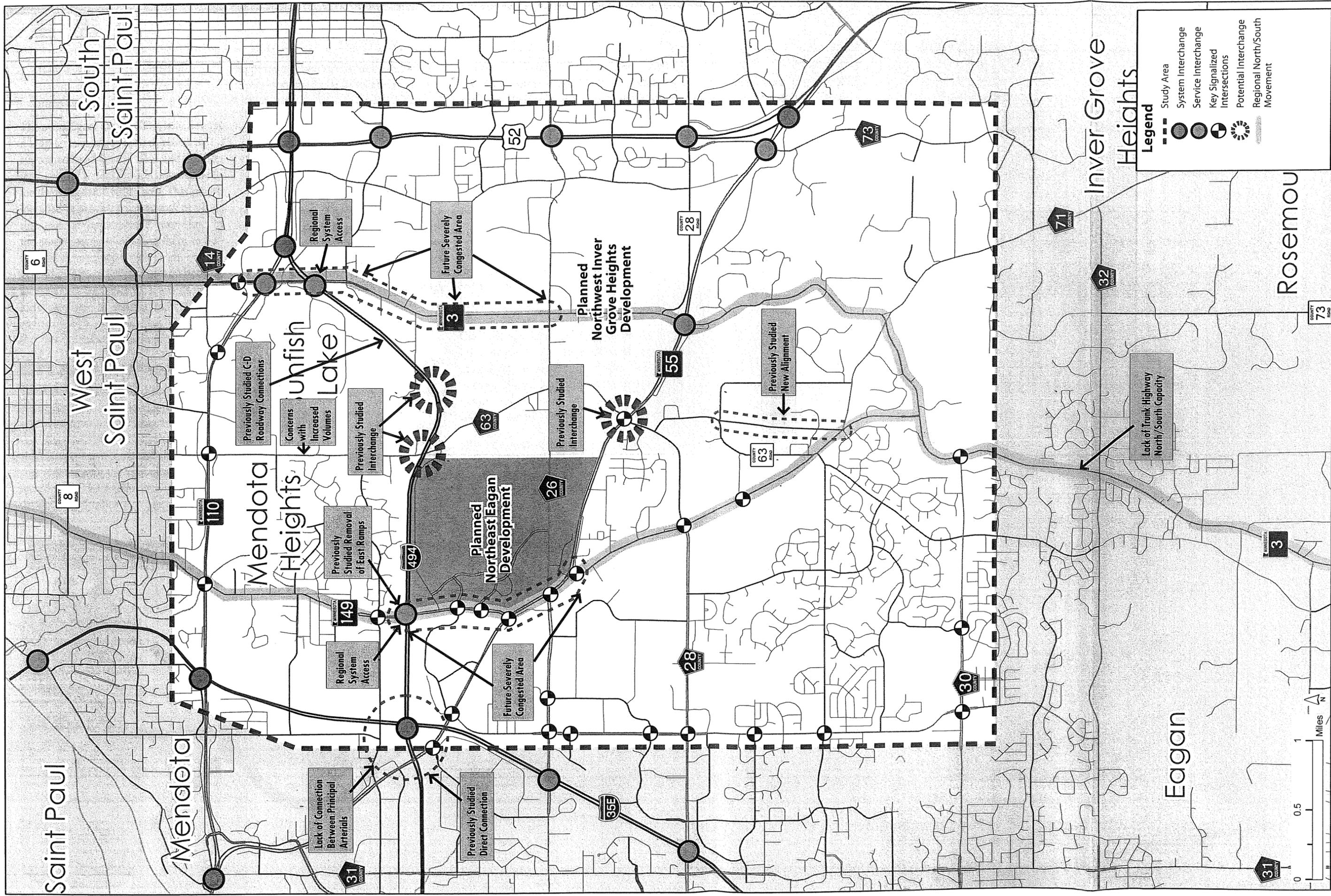
Key issues are highlighted on the Study Issues Map, which is presented on the following page. This will serve as a starting point for project discussion and will be refined during the project process.

In an effort to identify and respond to these issues and address future land use and long-term growth trends in a comprehensive manner, Dakota County has requested assistance in developing a long-term system vision for this area. This vision will be developed in partnership with the Cities of Eagan, Inver Grove Heights, Mendota Heights, and Sunfish Lake as well as Mn/DOT, FHWA, and the Metropolitan Council over the next nine months.

As part of this effort, we recognize that an additional access to I-494 may be needed, and this study will explore the implications of this, short of conducting a formal Interstate Access Request (IAR).

We further understand that as part of developing the transportation system vision, it will be critical to:

1. Provide experienced project management that fosters a cooperative spirit amongst the agencies and builds an overall understanding of the issues, alternatives, and rationale for selecting the regional roadway system vision.
2. Create communications/informational materials that are easy to understand.
3. Use analysis methodologies that withstand technical scrutiny and are consistent with Mn/DOT, FHWA, and Metropolitan Council needs for assessing planning-level impacts to regional facilities.
4. Have a strong background in developing system plans including assessing route continuity, connectivity, spacing and function; evaluation local circulation patterns; and determining general alignment, access, and right of way needs.
5. Build on SRF's past modeling efforts and information to evaluate scenarios.
6. Provide knowledge and expertise in developing new interchange access as well as a supporting local street network of arterials and collectors.



- Have experience in identifying staging and funding strategies for improvements.

The overall goal of this effort is to develop a long-term roadway system vision that is supported by all jurisdictions and balances land use and transportation improvements for the designated study area. This plan is intended to provide a framework or vision that can be implemented over time by the study partners, enabling them to better plan for ongoing development and the needed infrastructure changes on both the local and regional systems. It will also allow local agencies to pursue more detailed environmental studies that will move the project forward as funding permits.

SRF'S PROJECT APPROACH

The RFP included detailed work tasks that define the process for developing the roadway system vision, roadway and intersection improvements, alignments, right of way, access, environmental impacts, and cost estimates for the Visioning Study. SRF has reviewed these tasks and used them to develop our detailed cost proposal. Where

appropriate, we have added clarifications and assumptions for developing our costs.

On the following pages, we present an overview of SRF's approach to completing the tasks. We also describe areas where we the SRF Team can provide extra value and use special in-house tools or processes that have shown to be effective. To help define the overall flow of information and decision-making process, we have developed a diagram of the study process with inputs to system development, analysis and outputs.

TASK 1 PROJECT MANAGEMENT & AGENCY COORDINATION

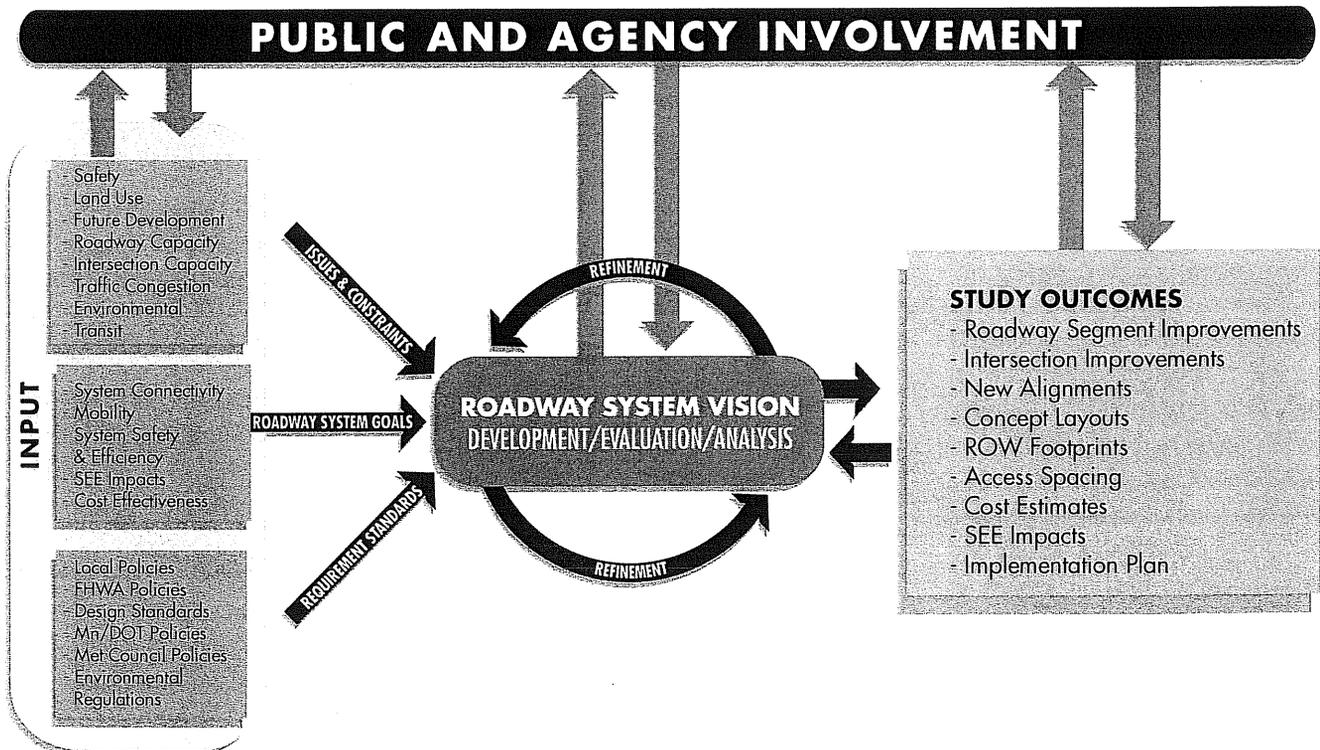
Project Manager Dave Montebello and Deputy Project Manager Marie Cote will be dedicated to providing strong project leadership to deliver quality products, while making sure unnecessary delays and costs are avoided. A cornerstone of their project management style is responding to client needs and anticipating issues that may arise. Our project managers are highly regarded for their abilities to quickly address and solve potential obstacles so a project runs smoothly. In

addition, they offer Dakota County significant experience in building consensus amongst diverse stakeholders on large, complex, multi-jurisdictional projects.

This strong leadership will be supported by a seasoned team with significant travel demand modeling, systems planning, traffic, design, and environmental documentation experience.

The management task focuses on monitoring and directing project resources to achieve the desired deliverables and meeting the project schedule and budget. SRF has assigned highly experienced staff to manage the major task elements. Our task managers have completed many other studies of similar size and scale, including the Northeast Wright County Subarea Study, Mankato Area Transportation and Planning Study, and Northwest Hennepin County Subarea Study.

SRF will meet with the agency managers early in the study process to define communication protocols and expectations, which will be used throughout the project.



**LEVANDER,
GILLEN &
MILLER, P.A.**

ATTORNEYS AT LAW

TIMOTHY J. KUNTZ
DANIEL J. BEESON
*KENNETH J. ROHLF
◊STEPHEN H. FOCHLER
◊JAY P. KARLOVICH
ANGELA M. LUTZ AMANN
*KORINE L. LAND
ANN C. O'REILLY
◊*DONALD L. HOEFT
DARCY M. ERICKSON
DAVID S. KENDALL
BRIDGET McCAULEY NASON
ELIZABETH HALL MURTHY
DAVID B. GATES
.
HAROLD LEVANDER
1910-1992
.
ARTHUR GILLEN
1919-2005
.
* ROGER C. MILLER
1924-2009

MEMO

*ALSO ADMITTED IN WISCONSIN
◊ALSO ADMITTED IN NORTH DAKOTA
◊ALSO ADMITTED IN MASSACHUSETTS
◊ALSO ADMITTED IN OKLAHOMA

TO: Mayor and Councilmembers
FROM: Timothy J. Kuntz and Jay P. Karlovich, City Attorneys
DATE: March 18, 2009
RE: Clark Road Improvements, Project 2007-17

Section 1. Background. On July 9, 2007, the City Council authorized preparation of a feasibility study for Clark Road and authorized hiring Kimley-Horn and Associates as the engineer for Clark Road Improvements Project 2007-17 (the Project). On September 24, 2007, the Council received and approved a feasibility study for the Project. The Council proceeded to authorize Kimley-Horn and Associates to complete the final design of the Project. The Project provides for the extension of Clark Road from the current intersection of T.H. 52 and Clark Road northerly leading to a cul-de-sac that would replace the current intersection of T.H. 52 and Briggs Drive.

The Clark Road Improvements Project 2007-17 also includes the following improvements:

- Closure of the Trunk Highway 52 median opening at Briggs Drive;
- Closure of the west leg of the Trunk Highway 52/Clark Road intersection; and
- Closure of the west leg of the Trunk Highway 52/Briggs Drive intersection.

The Project is estimated to cost \$1,074,200. The improvements are proposed to be financed through Mn/DOT Cooperative Agreement Funding, as well as other funds from the City of Inver Grove Heights. The City was approved for up to \$594,000 in Mn/DOT funds to construct the roadway. The estimated City Project cost of \$480,200 is proposed to be funded from the City's Capital Improvement Revolving Fund and the Closed Bond Fund.

There are eleven (11) different parcels along Briggs Drive and Clark Road which are affected by the Project. Within the eleven (11) parcels there are nine (9) different landowners. The parcels and landowners are as follows (hereafter collectively referred to as the Affected Landowners):

1. IGH Parcel 22 – Hitching Post Real Estate, LLC;
2. IGH Parcel 23 – Wilfred Krech and Mary Krech;
3. IGH Parcel 24 – Dayton Holding, Inc.;
4. IGH Parcel 26 – Zeien’s Holding, LLC;
5. IGH Parcel 27 – Wilfred Krech and Mary Krech;
6. IGH Parcel 28 – CRS Management, LLC;
7. IGH Parcels 31, 33 & 34 – Enterprise Products Operating, LLC (formerly Enterprise Products Operating, L.P.);
8. IGH Parcel 35 – Enterprise Products Operating, LLC (formerly Enterprise Products Operating, L.P.) and Ferrellgas, L.P.; and
9. IGH Parcel 37 – Rodger Espeseth and Sherryl Espeseth.

The City has determined that the Project could be financially feasible if the Affected Landowners (which currently possess the T.H. 52 Direct Access Rights to and from private Briggs Drive and public Clark Road) would agree to voluntarily convey to the City the T.H. 52 Direct Access Rights without monetary compensation paid therefore and agree to waive any claims for the change in access to and from their property as a result of the Project.

The Affected Landowners listed above have agreed to voluntarily convey to the City the T.H. 52 Direct Access Rights to and from private Briggs Drive and public Clark Road should the City choose to award a contract for the Clark Road Improvements, City Project 2007-17. The Affected Landowners for IGH Parcels 22, 23, 24, 26, 27, 28, and 37 have entered into Conveyance and Waiver Agreements with the City. The terms of the Conveyance and Waiver Agreements are set forth below. All of the Affected Landowners, listed above have agreed to convey Direct Access Rights to and from private Briggs Drive and public Clark Road to the City via Quit Claim Deed. The Affected Landowners for IGH Parcels 24, 28, 31, 33, 34 and 35 have also agreed to convey permanent street easement rights and temporary construction easement rights along Clark Road to the City. An executed copy of the Conveyance and Waiver Agreements, Quit Claim Deeds and Easement Agreements are attached to this memo.

The salient terms of the Conveyance and Waiver Agreements between the City and the Affected Landowners are as follows:

- The Affected Landowners agree to convey / donate permanent and temporary easements and quit claim T.H. 52 Direct Access Rights to the City in return for the City awarding a construction contract for the Project.
- The Affected Landowners (which currently possess the T.H. 52 Direct Access Rights to and from private Briggs Drive and public Clark Road) agree to convey to the City the T.H. 52 Direct Access Rights without monetary compensation and agree to waive any claims for the change in access to and from their property as a result of the Project.
- The Affected Landowners for IGH Parcels 24, 28, 31, 33, 34 and 35 agree to convey / donate permanent street easement rights and temporary construction easement rights (that expire on December 31, 2009) to the City without monetary compensation.
- The City agrees to construct the Project at the City’s expense without any special assessments levied against the properties.

- If the City fails to award a construction contract for the Project by December 31, 2009, the Conveyance and Waiver Agreements become null and void.
- The Affected Landowners agree to notify and provide any buyer of their property with an executed copy of the Conveyance and Waiver Agreement if the Affected Landowners sell any interest in their property following the execution of the Agreement and prior to December 31, 2009. The Affected Landowners agree to require any future owner of their property to execute and deliver a Quit Claim Deed to the City upon the sale of any interest in their property prior to December 31, 2009.

Section 2. Council Action. The Council is asked to consider the attached Resolution Approving the Conveyance and Waiver Agreements, Quit Claim Deeds and Easement Agreements between the City and the Affected Landowners Voluntarily Conveying the T.H. 52 Direct Access Rights to and from Private Briggs Drive and Public Clark Road to the City Relating to City Project 2007-17.

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

RESOLUTION NO. 09- _____

**RESOLUTION APPROVING THE CONVEYANCE AND WAIVER AGREEMENTS,
QUIT CLAIM DEEDS AND EASEMENT AGREEMENTS BETWEEN THE CITY AND
THE AFFECTED LANDOWNERS VOLUNTARILY CONVEYING THE T.H. 52
DIRECT ACCESS RIGHTS TO AND FROM PRIVATE BRIGGS DRIVE AND
PUBLIC CLARK ROAD TO THE CITY RELATING TO CITY PROJECT 2007-17**

WHEREAS, On September 24, 2007, the Inver Grove Heights City Council received and approved a feasibility study for the Clark Road Improvements City Project No. 2007-17 (the Project) and proceeded to authorize Kimley-Horn and Associates to complete the final design of the Project.

WHEREAS, The Project provides for the extension of Clark Road from the current intersection of T.H. 52 and Clark Road northerly leading to a cul-de-sac that would replace the current intersection of T.H. 52 and Briggs Drive.

WHEREAS, The improvements are proposed to be financed through Mn/DOT Cooperative Agreement Funding in the amount of \$594,000. The estimated City Project cost of \$480,200 is proposed to be funded from the City's Capital Improvement Revolving Fund and the Closed Bond Fund.

WHEREAS, There are eleven (11) different parcels along Briggs Drive and Clark Road which are affected by the Project. Within the eleven (11) parcels there are nine (9) different landowners. The parcels and landowners are as follows (hereafter collectively referred to as the Affected Landowners):

1. IGH Parcel 22 – Hitching Post Real Estate, LLC;
2. IGH Parcel 23 – Wilfred Krech and Mary Krech;
3. IGH Parcel 24 – Dayton Holding, Inc.;
4. IGH Parcel 26 – Zeien's Holding, LLC;
5. IGH Parcel 27 – Wilfred Krech and Mary Krech;
6. IGH Parcel 28 – CRS Management, LLC;
7. IGH Parcels 31, 33 & 34 – Enterprise Products Operating, LLC (formerly Enterprise Products Operating, L.P.);
8. IGH Parcel 35 – Enterprise Products Operating, LLC (formerly Enterprise Products Operating, L.P.) and Ferrellgas, L.P.; and
9. IGH Parcel 37 – Rodger Espeseth and Sherryl Espeseth.

WHEREAS, The City has determined that the Project could be financially feasible if the Affected Landowners which currently possess the T.H. 52 Direct Access Rights to and from private Briggs Drive and public Clark Road would agree to voluntarily convey to the City the T.H. 52 Direct Access Rights without monetary compensation and would agree to waive any claims for the change in access to and from their property as a result of the Project.

WHEREAS, The Affected Landowners have agreed to voluntarily convey to the City the T.H. 52 Direct Access Rights to and from private Briggs Drive and public Clark Road should the City choose to award a contract for the Clark Road Improvements, City Project 2007-17.

WHEREAS, All of the Affected Landowners have agreed to convey Direct Access Rights to and from private Briggs Drive and public Clark Road to the City via Quit Claim Deed.

WHEREAS, The Affected Landowners for IGH Parcels 24, 28, 31, 33, 34 and 35 have also agreed to convey permanent street easement rights and temporary construction easement rights along Clark Road to the City.

WHEREAS, The Affected Landowners for IGH Parcels 22, 23, 24, 26, 27, 28, and 37 have entered into Conveyance and Waiver Agreements with the City.

WHEREAS, the salient terms of the Conveyance and Waiver Agreements between the City and the Affected Landowners are as follows:

- The Affected Landowners agree to convey / donate permanent and temporary easements and quit claim T.H. 52 Direct Access Rights to the City in return for the City awarding a construction contract for the Project.
- The Affected Landowners (which currently possess the T.H. 52 Direct Access Rights to and from private Briggs Drive and public Clark Road) agree to convey to the City the T.H. 52 Direct Access Rights without monetary compensation and agree to waive any claims for the change in access to and from their property as a result of the Project.
- The Affected Landowners for IGH Parcels 24, 28, 31, 33, 34 and 35 agree to convey / donate permanent street easement rights and temporary construction easement rights (that expire on December 31, 2009) to the City without monetary compensation.
- The City agrees to construct the Project at the City's expense without any special assessments levied against the properties.
- If the City fails to award a construction contract for the Project by December 31, 2009, the Conveyance and Waiver Agreements become null and void.
- The Affected Landowners agree to notify and provide any buyer of their property with an executed copy of the Conveyance and Waiver Agreement if the Affected Landowners sell any interest in their property following the execution of the Agreement and prior to December 31, 2009. The Affected Landowners agree to require any future owner of their property to execute and deliver a Quit Claim Deed to the City upon the sale of any interest in their property prior to December 31, 2009.

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

1. The Council hereby approves the attached Conveyance and Waiver Agreements, Quit Claim Deeds and Easement Agreements between the City and the Affected Landowners.
2. The Mayor and Deputy City Clerk are authorized to execute the attached Conveyance and Waiver Agreements and Easement Agreements between the City and the Affected Landowners.

Passed this 23rd day of March, 2009.

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy City Clerk

**CITY OF INVER GROVE HEIGHTS
CLARK ROAD IMPROVEMENTS, CITY PROJECT 2007-17,
TRUNK HIGHWAY 52 DIRECT ACCESS RIGHTS
CONVEYANCE AND WAIVER AGREEMENT, PARCEL 22**

This Agreement by and between the City and the Property Owner.

Article 1
Definitions

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

1.2 Agreement. "Agreement" means this City of Inver Grove Heights Clark Road Improvements, City Project 2007-17, Trunk Highway 52 Direct Access Rights Conveyance and Waiver Agreement.

1.3 Agreement Date. "Agreement Date" means the date that both the Property Owner and the City have completed the execution of the Agreement in the presence of a notary.

1.4 Property Owner. "Property Owner" means Hitching Post Real Estate, LLC, a Minnesota limited liability company, and its successors and assigns.

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

1.6 Project. "Project" means Clark Road Improvements, City Project 2007-17, as shown in Exhibits 1 and 2, attached hereto and made a part hereof.

1.7 Property. "Property" means Property Owner's real property addressed as 10665 Briggs Drive, Inver Grove Heights, MN 55115, and legally described on Exhibit 3, attached hereto and made a part hereof.

1.8 T.H. 52 Direct Access Rights. "T.H. 52 Direct Access Rights" means all rights of access, including all rights of ingress and egress, to and from the Property directly to and from State of Minnesota's Trunk Highway 52, as described in the Quit Claim Deed attached hereto as Exhibit 4 and made a part hereof.

Article 2 **Recitals**

Recital No. 1. The Project provides for the extension of Clark Road from its existing intersection with Trunk Highway 52 northerly along the westerly right-of-way of said Trunk Highway 52 leading to a cul-de-sac that would replace the private Briggs Drive direct access intersection with Trunk Highway 52. Exhibits 1 and 2 depict City Project 2007-17 which would result in the closure of direct access to and from Trunk Highway 52 to and from the existing private Briggs Drive and the existing public Clark Road intersections with said Trunk Highway 52. In the after condition, the Property access to and from Trunk Highway 52 would be restricted to Clark Road (serving as an approximate one mile westerly frontage road as shown in Exhibit 1) leading to and from the existing controlled access interchange of 117th Street and Trunk Highway 52.

Recital No. 2. The City has determined that the Project could be financially feasible if the Property Owner (and other property owners) that currently possess the T.H. 52 Direct Access Rights to and from private Briggs Drive and public Clark Road would convey to the City the T.H. 52 Direct Access Rights without monetary compensation paid therefore and waive any claims for the change in access to and from the Property as a result of the Project.

Recital No. 3. The City is willing to construct the Project at the City's expense without any special assessments levied against the Property provided that the City is able to secure voluntary conveyances of the T.H. 52 Direct Access Rights to and from private Briggs Drive and public Clark Road.

Recital No. 4. The Property Owner is willing to convey and quit claim T.H. 52 Direct Access Rights to the City in return for the City awarding a construction contract for the Project. If the City fails to award a construction contract for the Project by December 31, 2009, this Agreement shall be null and void.

Recital No. 5. The Property Owner and City agree that these Article 2 Recitals are material terms of this Agreement.

Article 3
Consideration

3.1 Consideration. The Property Owner agrees to: a) comply with the terms of this Agreement, b) execute the Quit Claim Deed (shown in Exhibit 4), and c) deliver the Quit Claim Deed to the City upon execution of this Agreement to be held in trust by the City and only recorded after the City has awarded a construction contract for the Project on or before December 31, 2009. The City agrees a) to only record said Quit Claim Deed (at the City's expense) after the City has awarded a construction contract for the Project on or before December 31, 2009, b) that the City shall not specially assess the Property for the Project, and c) to return said Quit Claim Deed to the Property Owner if the City fails to award a construction contract for the Project on or before December 31, 2009. Property Owner acknowledges and agrees that this Agreement constitutes sufficient consideration for conveyance contained in Article 3 and for the waiver contained in Article 4, below.

Article 4
Waiver

4.1 Waiver. For good and valuable consideration, the Property Owner, for itself, its successors and assigns of any Property interest, and for anyone claiming to be acting on its behalf, does hereby irrevocably waive all actions, causes of action, suits, rights, claims and demands whatsoever, including attorney's fees of any nature whatsoever, whether or not well-founded in fact or in law, known or unknown, contingent or non-contingent, and whether or not based upon statute or common law, against the City, arising out of the Property Owner's loss of the T.H. 52 Direct Access Rights and/or arising out of the change in access to and from the Property caused by the Project. This waiver shall become effective upon the recording of the Quit Claim Deed shown in Exhibit 4.

Article 5
Miscellaneous

5.1 Breach. In the event that the Property Owner, its successors or assigns, breach this Agreement, the Property Owner agrees to pay the City's reasonable attorney fees, expenses, and costs to enforce this Agreement. In the event that the City, its successors or assigns, breach this Agreement, the City agrees to pay Property Owner's reasonable attorney fees, expenses and costs to enforce this Agreement.

5.2 Applicable Law. This Agreement shall be construed, performed, and enforced, and the legal rights, obligations, and relations between the parties hereto shall be determined under the laws of the State of Minnesota applicable to contracts made and to be performed in such State.

5.3 Headings. The paragraph headings appearing in this Agreement are for convenience only, are not part of this Agreement, and are not to be considered in interpreting this Agreement.

5.4 Severability. The provisions of this Agreement are severable. If any paragraph, sentence, clause, or phrase of this Agreement is for any reason held contrary to law or contrary to any rule or regulation having the force of law, such decision shall not affect the remaining portions of this Agreement.

5.5 Binding Effect. This Agreement shall be binding upon the parties and their successors and assigns as well as all subsidiaries and affiliates of any party.

5.6 Counterparts. This Agreement may be executed in more than one counterpart, each of which shall be deemed to be an original but all of which taken together shall be deemed a single instrument.

5.7 Notice To Property Buyers. The Property Owner agrees to notify and provide any buyer of the Property with an executed copy of this Agreement if the Property Owners sells any interest in the Property following the execution of this Agreement and prior to December 31, 2009. The Property Owner agrees to require any future owner of the Property to execute and deliver a Quit Claim Deed (as shown in Exhibit 4) to the City upon the sale of any interest in the Property prior to December 31, 2009.

5.8 Recording. The City may record this Agreement at the City's expense.

[THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

In Witness Whereof, the parties have executed this Agreement.

City of Inver Grove Heights

By: _____
George Tourville

ATTEST:

Melissa Rheume
Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

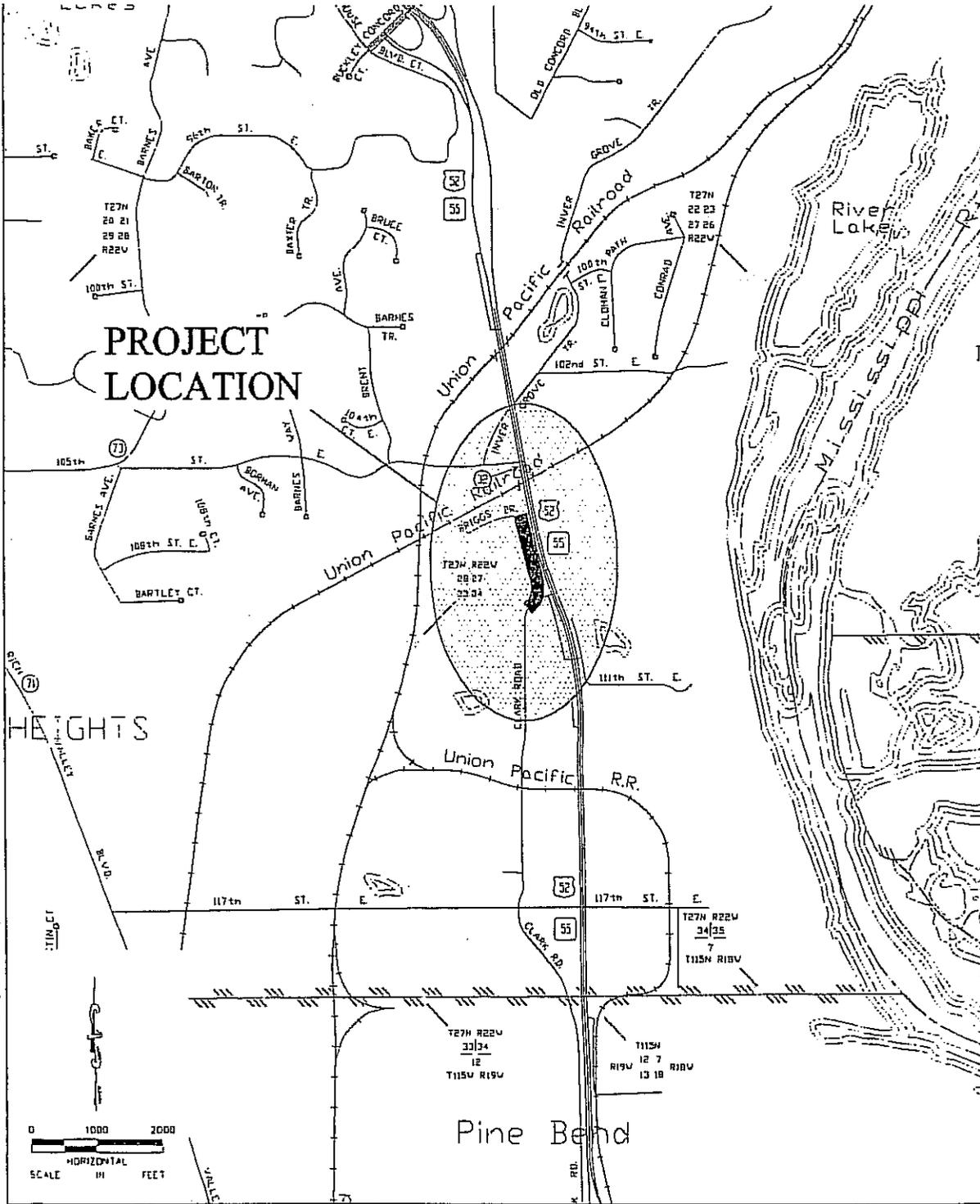
On this ____ day of _____, 2008, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Rheume to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and the Deputy City Clerk of the City of Inver Grove 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 Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipal corporation.

Notary Public

Exhibit 1

Location Map
Clark Road Improvements
City Project 2007-17

G:\CITY OF IGH\CLARK_RD\DWG\CLARK_HIGHTS\visibility Report\CLARK_RD-EXH01.dwg September 19, 2007 - 11:06am



LOCATION MAP

CLARK ROAD IMPROVEMENTS
CITY PROJECT 2007-17

EXHIBIT 1



City of
Inver Grove Heights
1150 BARBARA AVENUE
INVER GROVE HEIGHTS, MN 55077-3412



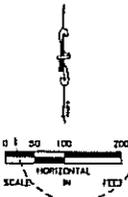
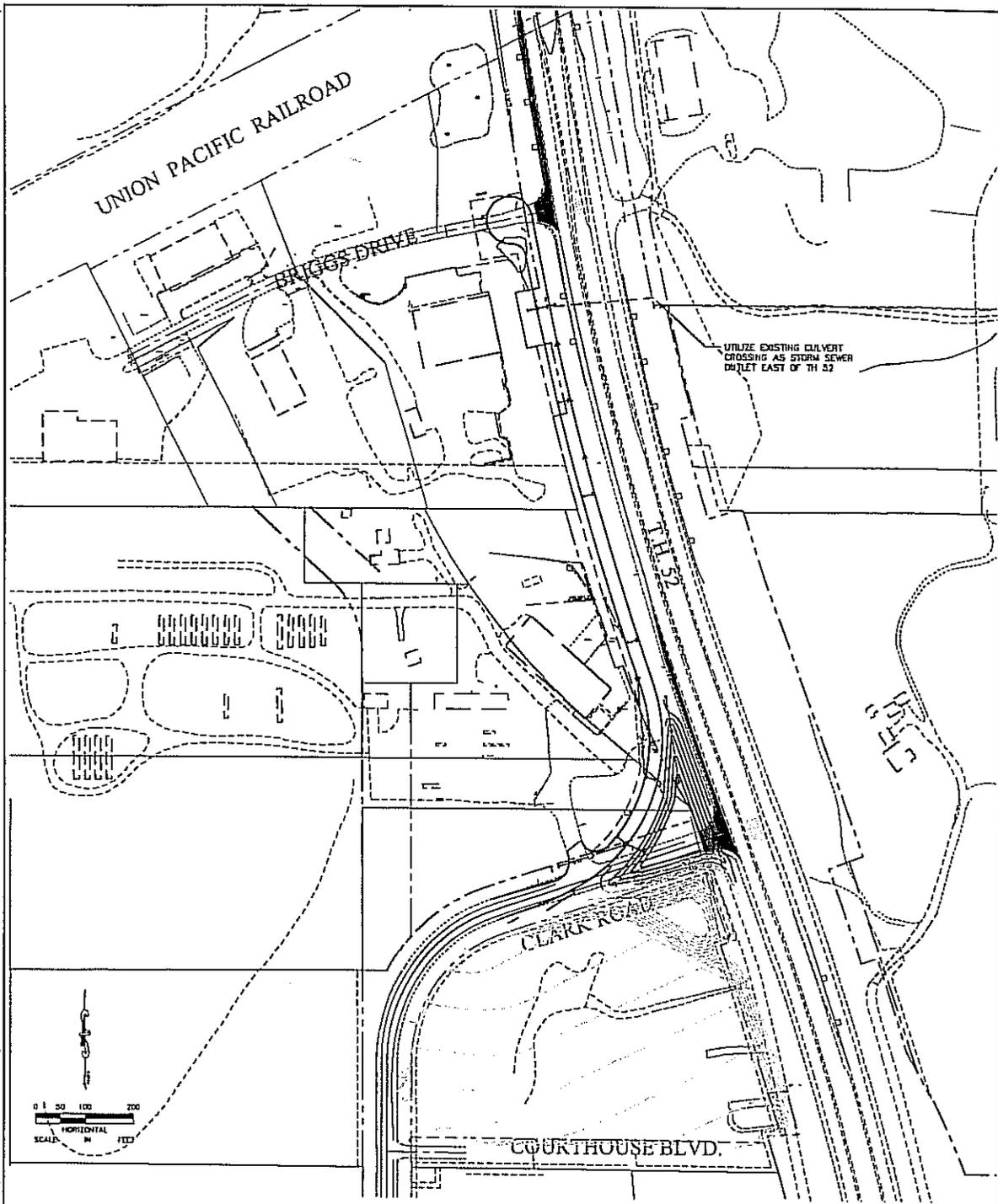
Kimley-Horn
and Associates, Inc.

3220 LINNERSBY AVE. WEST, SUITE 3124
ST. PAUL, MINNESOTA 55114

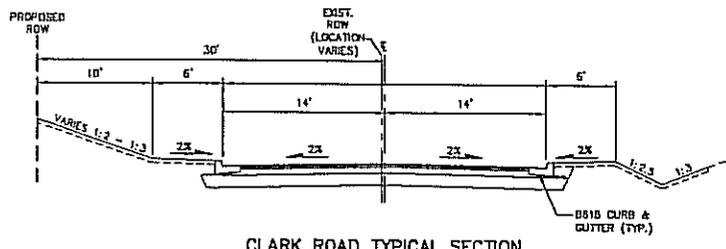
TEL. NO. (612) 843-4187
FAX. NO. (612) 843-3118

Exhibit 2

Street and Drainage Improvements Map
Clark Road Improvements
City Project 2007-17



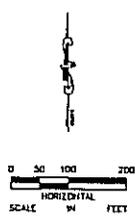
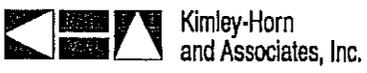
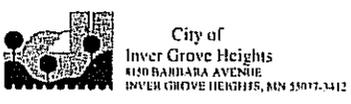
G:\VOT\104\STH-IMP\CLARK_RD\Drawings\Availability Report\CLARK_RD-2007.dwg, April 22, 2008 - 8:30am



CLARK ROAD TYPICAL SECTION

LEGEND

	ACCESS CLOSURE
	ACCESS CLOSURE (BY MH/BOI)
	PROPOSED ROADWAY
	PROPOSED STORM SEWER



STREET AND DRAINAGE
IMPROVEMENTS MAP

CLARK ROAD IMPROVEMENTS

CITY PROJECT 2007-17

Exhibit 3

Property Legal Description
(abstract property)

Lot 3, Block 1, TOTAL CONSTRUCTION ADDITION, according to the recorded plat thereof and situate in Dakota County, Minnesota.

Exhibit 4

Quit Claim Deed
for conveyance of
T.H. 52 Direct Access Rights

4DOCS 31-M- QUIT CLAIM DEED (Top 3 inches Reserved for Recording Data) Miller/Davis Co. St. Paul, MN 551-842-1988
 Corporation, Partnership or Limited Liability Company Minnesota Uniform Conveyancing Blanks (1/15/97)
 in Corporation, Partnership or Limited Liability Company

DEED TAX DUE: \$ 1.05
 Date: May 20, 2008

FOR VALUABLE CONSIDERATION, Hitching Post Real Estate, LLC

a limited liability company under the laws of Minnesota
 Grantor, hereby conveys and quitclaims to City of Iover Grove Heights

Grantee, a municipal corporation under the laws of Minnesota
 real property in Dakota County, Minnesota, described as follows:

See Exhibit 22, attached hereto and made a part hereof.

PARCEL # 22

together with all hereditaments and appurtenances.

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.

HITCHING POST REAL ESTATE, LLC

Affix Deed Tax Stamp Here

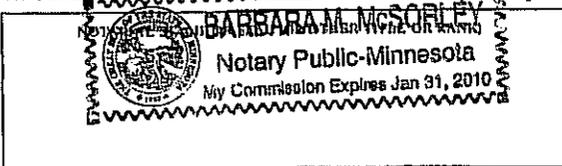
STATE OF MINNESOTA }
 COUNTY OF _____ } ss.

By [Signature]
 Its President
 By _____
 Its _____

This instrument was acknowledged before me on May 20, 2008 (Date)

by James Furseth and _____
 the President and _____
 of Hitching Post Real Estate, LLC

a limited liability company under the laws of Minnesota
 on behalf of the limited liability company



Barbara M McSorley
 SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

Check here if part or all of the land is Registered (Torrens)
 Tax Statements for the real property described in this instrument should be sent to (include name and address of Grantee):

Exhibit 22
Access Rights Legal Description
(abstract property)

All rights of access, including all rights of ingress and egress, to and from State of Minnesota Trunk Highway 52/55, to and from "Grantor's Property" described below:

"Grantor Property" is legally described as:

Lot 3, Block 1, TOTAL CONSTRUCTION ADDITION, according to the recorded plat thereof and situate in Dakota County, Minnesota;

Together with an appurtenant non-exclusive easement for driveway purposes over and across the northerly 30.00 feet of Lots 1 and 2, Block 1 and over and across the southerly 30.00 feet of Lot 3, Block 1, and Outlot A, TOTAL CONSTRUCTION ADDITION, according to the recorded plat thereof, Dakota County, Minnesota. Said easement was created by the Declaration of Easement dated October 11, 1995 and recorded on December 4, 1995 in the Office of the Dakota County Recorder as Document No. 1315561.

**CITY OF INVER GROVE HEIGHTS
CLARK ROAD IMPROVEMENTS, CITY PROJECT 2007-17,
TRUNK HIGHWAY 52 DIRECT ACCESS RIGHTS
CONVEYANCE AND WAIVER AGREEMENT, PARCEL 23**

This Agreement by and between the City and the Property Owner.

Article 1
Definitions

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

1.2 **Agreement.** "Agreement" means this City of Inver Grove Heights Clark Road Improvements, City Project 2007-17, Trunk Highway 52 Direct Access Rights Conveyance and Waiver Agreement.

1.3 **Agreement Date.** "Agreement Date" means the date that both the Property Owner and the City have completed the execution of the Agreement in the presence of a notary.

1.4 **Property Owner.** "Property Owner" means Wilfred W. Krech and Mary C. Krech, husband and wife, and their successors and assigns.

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

1.6 **Project.** "Project" means Clark Road Improvements, City Project 2007-17, as shown in Exhibits 1 and 2, attached hereto and made a part hereof.

1.7 Property. "Property" means Property Owner's real property addressed as 106XX Briggs Drive, Inver Grove Heights, MN 55115, and legally described on Exhibit 3, attached hereto and made a part hereof.

1.8 T.H. 52 Direct Access Rights. "T.H. 52 Direct Access Rights" means all rights of access, including all rights of ingress and egress, to and from the Property directly to and from State of Minnesota's Trunk Highway 52, as described in the Quit Claim Deed attached hereto as Exhibit 4 and made a part hereof.

Article 2
Recitals

Recital No. 1. The Project provides for the extension of Clark Road from its existing intersection with Trunk Highway 52 northerly along the westerly right-of-way of said Trunk Highway 52 leading to a cul-de-sac that would replace the private Briggs Drive direct access intersection with Trunk Highway 52. Exhibits 1 and 2 depict City Project 2007-17 which would result in the closure of direct access to and from Trunk Highway 52 to and from the existing private Briggs Drive and the existing public Clark Road intersections with said Trunk Highway 52. In the after condition, the Property access to and from Trunk Highway 52 would be restricted to Clark Road (serving as an approximate one mile westerly frontage road as shown in Exhibit 1) leading to and from the existing controlled access interchange of 117th Street and Trunk Highway 52.

Recital No. 2. The City has determined that the Project could be financially feasible if the Property Owner (and other property owners) that currently possess the T.H. 52 Direct Access Rights to and from private Briggs Drive and public Clark Road would convey to the City the T.H. 52 Direct Access Rights without monetary compensation paid therefore and waive any claims for the change in access to and from the Property as a result of the Project.

Recital No. 3. The City is willing to construct the Project at the City's expense without any special assessments levied against the Property provided that the City is able to secure voluntary conveyances of the T.H. 52 Direct Access Rights to and from private Briggs Drive and public Clark Road.

Recital No. 4. The Property Owner is willing to convey and quit claim T.H. 52 Direct Access Rights to the City in return for the City awarding a construction contract for the Project. If the City fails to award a construction contract for the Project by December 31, 2009, this Agreement shall be null and void.

Recital No. 5. The Property Owner and City agree that these Article 2 Recitals are material terms of this Agreement.

Article 3
Consideration

3.1 **Consideration.** The Property Owner agrees to: a) comply with the terms of this Agreement, b) execute the Quit Claim Deed (shown in Exhibit 4), and c) deliver the Quit Claim Deed to the City upon execution of this Agreement to be held in trust by the City and only recorded after the City has awarded a construction contract for the Project on or before December 31, 2009. The City agrees a) to only record said Quit Claim Deed (at the City's expense) after the City has awarded a construction contract for the Project on or before December 31, 2009, b) that the City shall not specially assess the Property for the Project, and c) to return said Quit Claim Deed to the Property Owner if the City fails to award a construction contract for the Project on or before December 31, 2009. Property Owner acknowledges and agrees that this Agreement constitutes sufficient consideration for conveyance contained in Article 3 and for the waiver contained in Article 4, below.

Article 4
Waiver

4.1 **Waiver.** For good and valuable consideration, the Property Owner, for itself, its successors and assigns of any Property interest, and for anyone claiming to be acting on its behalf, does hereby irrevocably waive all actions, causes of action, suits, rights, claims and demands whatsoever, including attorney's fees of any nature whatsoever, whether or not well-founded in fact or in law, known or unknown, contingent or non-contingent, and whether or not based upon statute or common law, against the City, arising out of the Property Owner's loss of the T.H. 52 Direct Access Rights and/or arising out of the change in access to and from the Property caused by the Project. This waiver shall become effective upon the recording of the Quit Claim Deed shown in Exhibit 4.

Article 5
Miscellaneous

5.1 **Breach.** In the event that the Property Owner, its successors or assigns, breach this Agreement, the Property Owner agrees to pay the City's reasonable attorney fees, expenses, and costs to enforce this Agreement. In the event that the City, its successors or assigns, breach this Agreement, the City agrees to pay Property Owner's reasonable attorney fees, expenses and costs to enforce this Agreement.

5.2 **Applicable Law.** This Agreement shall be construed, performed, and enforced, and the legal rights, obligations, and relations between the parties hereto shall be determined under the laws of the State of Minnesota applicable to contracts made and to be performed in such State.

5.3 Headings. The paragraph headings appearing in this Agreement are for convenience only, are not part of this Agreement, and are not to be considered in interpreting this Agreement.

5.4 Severability. The provisions of this Agreement are severable. If any paragraph, sentence, clause, or phrase of this Agreement is for any reason held contrary to law or contrary to any rule or regulation having the force of law, such decision shall not affect the remaining portions of this Agreement.

5.5 Binding Effect. This Agreement shall be binding upon the parties and their successors and assigns as well as all subsidiaries and affiliates of any party.

5.6 Counterparts. This Agreement may be executed in more than one counterpart, each of which shall be deemed to be an original but all of which taken together shall be deemed a single instrument.

5.7 Notice To Property Buyers. The Property Owner agrees to notify and provide any buyer of the Property with an executed copy of this Agreement if the Property Owners sells any interest in the Property following the execution of this Agreement and prior to December 31, 2009. The Property Owner agrees to require any future owner of the Property to execute and deliver a Quit Claim Deed (as shown in Exhibit 4) to the City upon the sale of any interest in the Property prior to December 31, 2009.

5.8 Recording. The City may record this Agreement at the City's expense.

[THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

In Witness Whereof, the parties have executed this Agreement.

City of Inver Grove Heights

By: _____
George Tourville

ATTEST:

Melissa Rheaume
Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

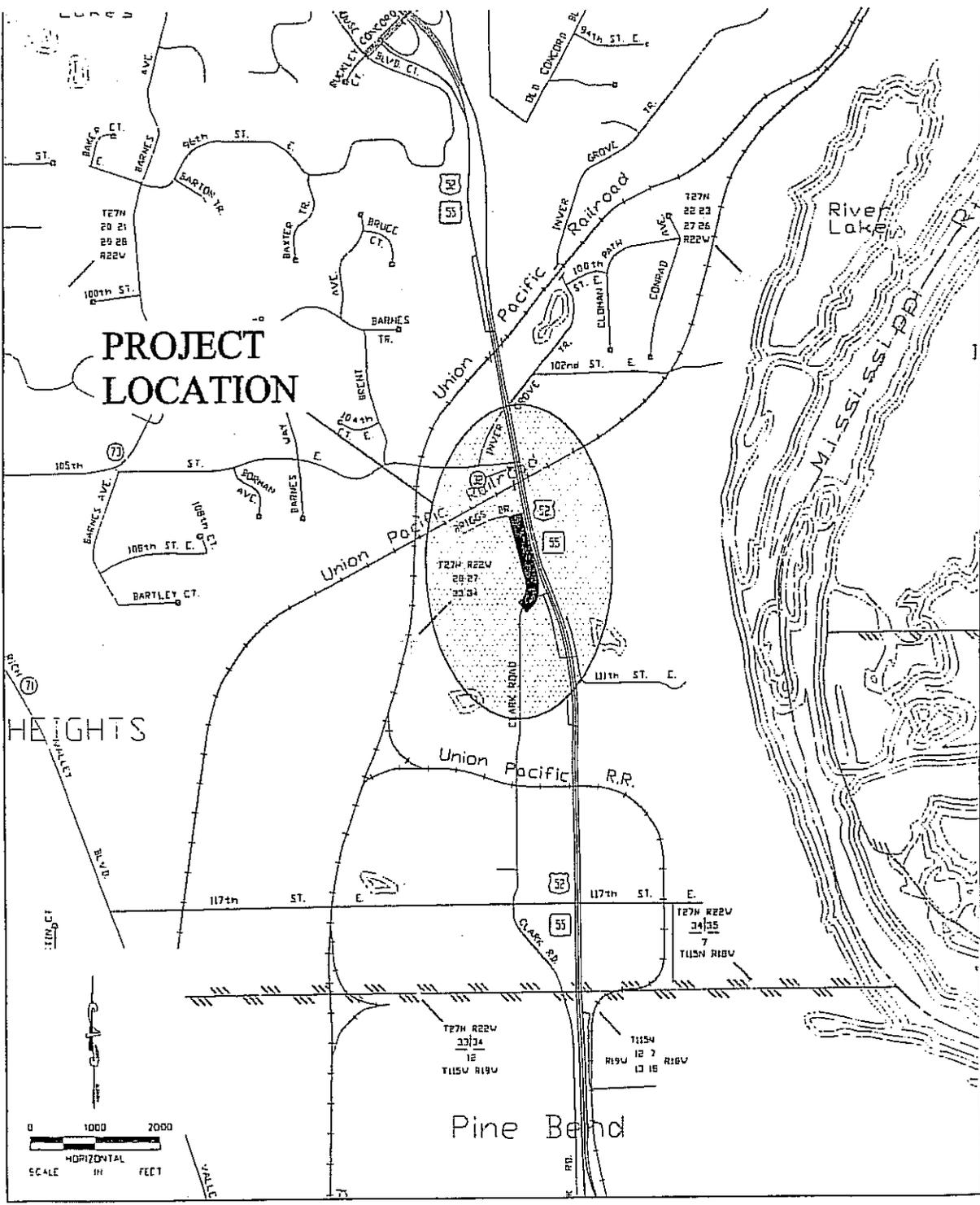
On this ____ day of _____, 2008, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Rheaume to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and the Deputy City Clerk of the City of Inver Grove 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 Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipal corporation.

Notary Public

Exhibit 1

Location Map
Clark Road Improvements
City Project 2007-17

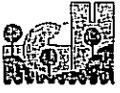
C:\CITY OF IGH\CLARK_ROAD\EXHIBITS\Feasibility Report\CLARK_RD-LY-H01.dwg September 19, 2007 - 11:05am



PROJECT LOCATION

HEIGHTS

Pine Bend



City of
Inver Grove Heights
8150 BARBARA AVENUE
INVER GROVE HEIGHTS, MN 55077-3412



Kimley-Horn
and Associates, Inc.

2550 UNIVERSITY AVE. WEST, SUITE 215W
ST. PAUL, MINNESOTA 55114

TEL. NO. (612) 845-1187
FAX. NO. (612) 845-5116

LOCATION MAP

CLARK ROAD IMPROVEMENTS
CITY PROJECT 2007-17

EXHIBIT 1

Exhibit 2

Street and Drainage Improvements Map
Clark Road Improvements
City Project 2007-17

Exhibit 3

Property Legal Description
(abstract property)

Lot 1, Block 1, TOTAL CONSTRUCTION THIRD ADDITION, according to the recorded plat thereof and situate in Dakota County, Minnesota.

Exhibit 4

Quit Claim Deed
for conveyance of
T.H. 52 Direct Access Rights



28-M -- QUIT CLAIM DEED

(Top 3 inches Reserved for Recording Data)

Miller/Davis Co. ♦ St. Paul, MN 651-642-1988

Individual(s) to Corporation, Partnership or Limited Liability Company

Minnesota Uniform Conveyancing Blanks (1/15/97)

DEED TAX DUE: \$ _____

Date: _____

FOR VALUABLE CONSIDERATION, Wilfred W. Krech and Mary C. Krech, husband and wife as joint tenants

(marital status)

Grantor, hereby conveys and quitclaims to City of Inver Grove Heights

Grantee, a municipal corporation under the laws of Minnesota
real property in Dakota County, Minnesota, described as follows:

See Exhibit 23, attached hereto and made a part hereof.

together with all hereditaments and appurtenances.

Check box if applicable:

The Seller certifies that the seller does not know of any wells on the described real property.

Exhibit 23
Access Rights Legal Description
(abstract property)

All rights of access, including all rights of ingress and egress, to and from State of Minnesota Trunk Highway 52/55, to and from "Grantor's Property" described below:

"Grantor Property" is legally described as:

Lot 1, Block 1, TOTAL CONSTRUCTION THIRD ADDITION, according to the recorded plat thereof and situate in Dakota County, Minnesota;

Together with an appurtenant non-exclusive easement for driveway purposes over and across the northerly 30.00 feet of Lots 1 and 2, Block 1 and over and across the southerly 30.00 feet of Lot 3, Block 1, and Outlot A, TOTAL CONSTRUCTION ADDITION, according to the recorded plat thereof, Dakota County, Minnesota. Said easement was created by the Declaration of Easement dated October 11, 1995 and recorded on December 4, 1995 in the Office of the Dakota County Recorder as Document No. 1315561.

DEED TAX DUE: \$ 1.65

Date: May 21, 2008

FOR VALUABLE CONSIDERATION, Wilfred W. Krech and Mary C. Krech, husband and wife as joint tenants

(marital status)

Grantor, hereby conveys and quitclaims to City of Inver Grove Heights

Grantee, a municipal corporation under the laws of Minnesota
real property in Dakota County, Minnesota, described as follows:

See Exhibit 23, attached hereto and made a part hereof.

together with all hereditaments and appurtenances.

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.

Wilfred W. Krech
Wilfred W. Krech
Mary C. Krech
Mary C. Krech

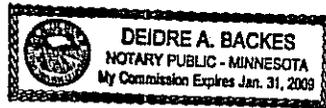
Affix Deed Tax Stamp Here

STATE OF MINNESOTA }
COUNTY OF Dakota } ss.

This instrument was acknowledged before me on May 21, 2008
Date

by Wilfred W. Krech and Mary C. Krech, husband and wife as joint tenants

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)



THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS):

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

Deidre A. Backes
SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

Check here if part or all of the land is Registered (Torrens)

Tax Statements for the real property described in this instrument should be sent to (include name and address of Grantee):

Wilfred W. Krech and Mary C. Krech
10195 Inver Grove Trail E.
Inver Grove Heights, MN 55076-3830

Exhibit 23
Access Rights Legal Description
(abstract property)

All rights of access, including all rights of ingress and egress, to and from State of Minnesota Trunk Highway 52/55, to and from "Grantor's Property" described below:

"Grantor Property" is legally described as:

Lot 1, Block 1, TOTAL CONSTRUCTION THIRD ADDITION, according to the recorded plat thereof and situate in Dakota County, Minnesota;

Together with an appurtenant non-exclusive easement for driveway purposes over and across the northerly 30.00 feet of Lots 1 and 2, Block 1 and over and across the southerly 30.00 feet of Lot 3, Block 1, and Outlot A, TOTAL CONSTRUCTION ADDITION, according to the recorded plat thereof, Dakota County, Minnesota. Said easement was created by the Declaration of Easement dated October 11, 1995 and recorded on December 4, 1995 in the Office of the Dakota County Recorder as Document No. 1315561.

**CITY OF INVER GROVE HEIGHTS
CLARK ROAD IMPROVEMENTS, CITY PROJECT 2007-17,
TRUNK HIGHWAY 52 DIRECT ACCESS RIGHTS
CONVEYANCE AND WAIVER AGREEMENT, PARCEL 24**

This Agreement by and between the City and the Property Owner.

Article 1
Definitions

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

1.2 **Agreement.** "Agreement" means this City of Inver Grove Heights Clark Road Improvements, City Project 2007-17, Trunk Highway 52 Direct Access Rights Conveyance and Waiver Agreement.

1.3 **Agreement Date.** "Agreement Date" means the date that both the Property Owner and the City have completed the execution of the Agreement in the presence of a notary.

1.4 **Property Owner.** "Property Owner" means Dayton Holding, Inc., a North Dakota corporation, and its successors and assigns.

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

1.6 **Project.** "Project" means Clark Road Improvements, City Project 2007-17, as shown in Exhibits 1 and 2, attached hereto and made a part hereof.

1.7 **Property.** "Property" means Property Owner's real property addressed as 1072X Briggs Drive, Inver Grove Heights, MN 55115, and legally described on Exhibit 3, attached hereto and made a part hereof.

1.8 **T.H. 52 Direct Access Rights.** "T.H. 52 Direct Access Rights" means all rights of access, including all rights of ingress and egress, to and from the Property directly to and from State of Minnesota's Trunk Highway 52, as described in the Quit Claim Deed attached hereto as Exhibit 4 and made a part hereof.

1.9 **Clark Road Street Easement Rights.** "Clark Road Street Easement Rights" means the permanent street easement rights and temporary street construction easement rights, as described in the Parcel 24 Permanent Street Easement and Temporary Construction Easement document attached hereto as Exhibit 5 and made a part hereof.

Article 2 **Recitals**

Recital No. 1. The Project provides for the extension of Clark Road from its existing intersection with Trunk Highway 52 northerly along the westerly right-of-way of said Trunk Highway 52 leading to a cul-de-sac that would replace the private Briggs Drive direct access intersection with Trunk Highway 52. Exhibits 1 and 2 depict City Project 2007-17 which would result in the closure of direct access to and from Trunk Highway 52 to and from the existing private Briggs Drive and the existing public Clark Road intersections with said Trunk Highway 52. In the after condition, the Property access to and from Trunk Highway 52 would be restricted to Clark Road (serving as an approximate one mile westerly frontage road as shown in Exhibit 1) leading to and from the existing controlled access interchange of 117th Street and Trunk Highway 52.

Recital No. 2. The City has determined that the Project could be financially feasible if the Property Owner (and other property owners) that currently possess the T.H. 52 Direct Access Rights to and from private Briggs Drive and public Clark Road would convey to the City the T.H. 52 Direct Access Rights without monetary compensation paid therefore and waive any claims for the change in access to and from the Property as a result of the Project.

Recital No. 3. The City is willing to construct the Project at the City's expense without any special assessments levied against the Property provided that the City is able to secure voluntary conveyances of the T.H. 52 Direct Access Rights to and from private Briggs Drive and public Clark Road.

Recital No. 4. The Property Owner is willing to convey and quit claim T.H. 52 Direct Access Rights to the City in return for the City awarding a construction contract for the Project. If the City fails to award a construction contract for the Project by December 31, 2009, this Agreement shall be null and void.

Recital No. 5. The Property Owner is also willing to convey the Clark Road Street Easement Rights to the City without monetary compensation paid therefore in return for the City awarding a construction contract for the Project at the City's expense without any special assessments levied against the Property.

Recital No. 6. The Property Owner and City agree that these Article 2 Recitals are material terms of this Agreement.

Article 3 **Consideration**

3.1 Consideration. The Property Owner agrees to: a) comply with the terms of this Agreement, b) execute the Quit Claim Deed (shown in Exhibit 4), c) execute the Parcel 24 Permanent Street Easement and Temporary Construction Easement (shown in Exhibit 5, herein after the "Street Easement"), and d) deliver the Quit Claim Deed and the Street Easement to the City upon execution of this Agreement to be held in trust by the City and only recorded after the City has awarded a construction contract for the Project on or before December 31, 2009. The City agrees a) to only record said Quit Claim Deed and Street Easement (at the City's expense) after the City has awarded a construction contract for the Project on or before December 31, 2009, b) that the City shall not specially assess the Property for the Project, and c) to return said Quit Claim Deed and Street Easement to the Property Owner if the City fails to award a construction contract for the Project on or before December 31, 2009. Property Owner acknowledges and agrees that this Agreement constitutes sufficient consideration for the conveyances contained in Article 3 and for the waivers contained in Article 4, below.

Article 4 **Waiver**

4.1 Waiver. For good and valuable consideration, the Property Owner, for itself, its successors and assigns of any Property interest, and for anyone claiming to be acting on its behalf, does hereby irrevocably waive all actions, causes of action, suits, rights, claims and demands whatsoever, including attorney's fees of any nature whatsoever, whether or not well-founded in fact or in law, known or unknown, contingent or non-contingent, and whether or not based upon statute or common law, against the City, arising out of the Property Owner's loss of the T.H. 52 Direct Access Rights and/or arising out of the change in access to and from the Property caused by the Project. This waiver shall become effective upon the recording of the Quit Claim Deed shown in Exhibit 4.

4.2 Waiver. For good and valuable consideration, the Property Owner, for itself, its successors and assigns of any Property interest, and for anyone claiming to be acting on its behalf, does hereby irrevocably waive all actions, causes of action, suits, rights, claims and demands whatsoever, including attorney's fees of any nature whatsoever, whether or not well-founded in fact or in law, known or unknown, contingent or non-contingent, and whether or

not based upon statute or common law, against the City, arising out of the Property Owner's voluntary conveyance of the Street Easement to the City in consideration for the Project. This waiver shall become effective upon the recording of the Street Easement shown in Exhibit 5.

Article 5
Miscellaneous

5.1 Breach. In the event that the Property Owner, its successors or assigns, breach this Agreement, the Property Owner agrees to pay the City's reasonable attorney fees, expenses, and costs to enforce this Agreement. In the event that the City, its successors or assigns, breach this Agreement, the City agrees to pay Property Owner's reasonable attorney fees, expenses and costs to enforce this Agreement.

5.2 Applicable Law. This Agreement shall be construed, performed, and enforced, and the legal rights, obligations, and relations between the parties hereto shall be determined under the laws of the State of Minnesota applicable to contracts made and to be performed in such State.

5.3 Headings. The paragraph headings appearing in this Agreement are for convenience only, are not part of this Agreement, and are not to be considered in interpreting this Agreement.

5.4 Severability. The provisions of this Agreement are severable. If any paragraph, sentence, clause, or phrase of this Agreement is for any reason held contrary to law or contrary to any rule or regulation having the force of law, such decision shall not affect the remaining portions of this Agreement.

5.5 Binding Effect. This Agreement shall be binding upon the parties and their successors and assigns as well as all subsidiaries and affiliates of any party.

5.6 Counterparts. This Agreement may be executed in more than one counterpart, each of which shall be deemed to be an original but all of which taken together shall be deemed a single instrument.

5.7 Notice To Property Buyers. The Property Owner agrees to notify and provide any buyer of the Property with an executed copy of this Agreement if the Property Owners sells any interest in the Property following the execution of this Agreement and prior to December 31, 2009. The Property Owner agrees to require any future owner of the Property to execute and deliver a Quit Claim Deed (as shown in Exhibit 4) and the Street Easement (as shown in Exhibit 5) to the City upon the sale of any interest in the Property prior to December 31, 2009.

5.8 Recording. The City may record this Agreement at the City's expense.

In Witness Whereof, the parties have executed this Agreement.

City of Inver Grove Heights

By: _____
George Tourville

ATTEST:

Melissa Rheaume
Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this ____ day of _____, 2008, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Rheaume to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and 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 Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipal corporation.

Notary Public

Property Owner: Dayton Holding, Inc.

By: [Signature]

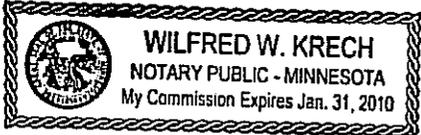
Its: Prss

STATE OF MD)
)
COUNTY OF DAKOTA) ss.

On this 22 day of May, 2008, before me a Notary Public within and for said County, personally appeared Steve Nelson to me personally known, who being by me duly sworn, did say that he/she is President of Dayton Holding, Inc., a North Dakota corporation, named in the foregoing instrument, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors and said corporate officer acknowledged said instrument to be the free act and deed of the corporation.

[Signature]
Notary Public

This instrument drafted by:
Timothy J. Kuntz
Inver Grove Heights City Attorney
LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South Saint Paul, Minnesota 55075



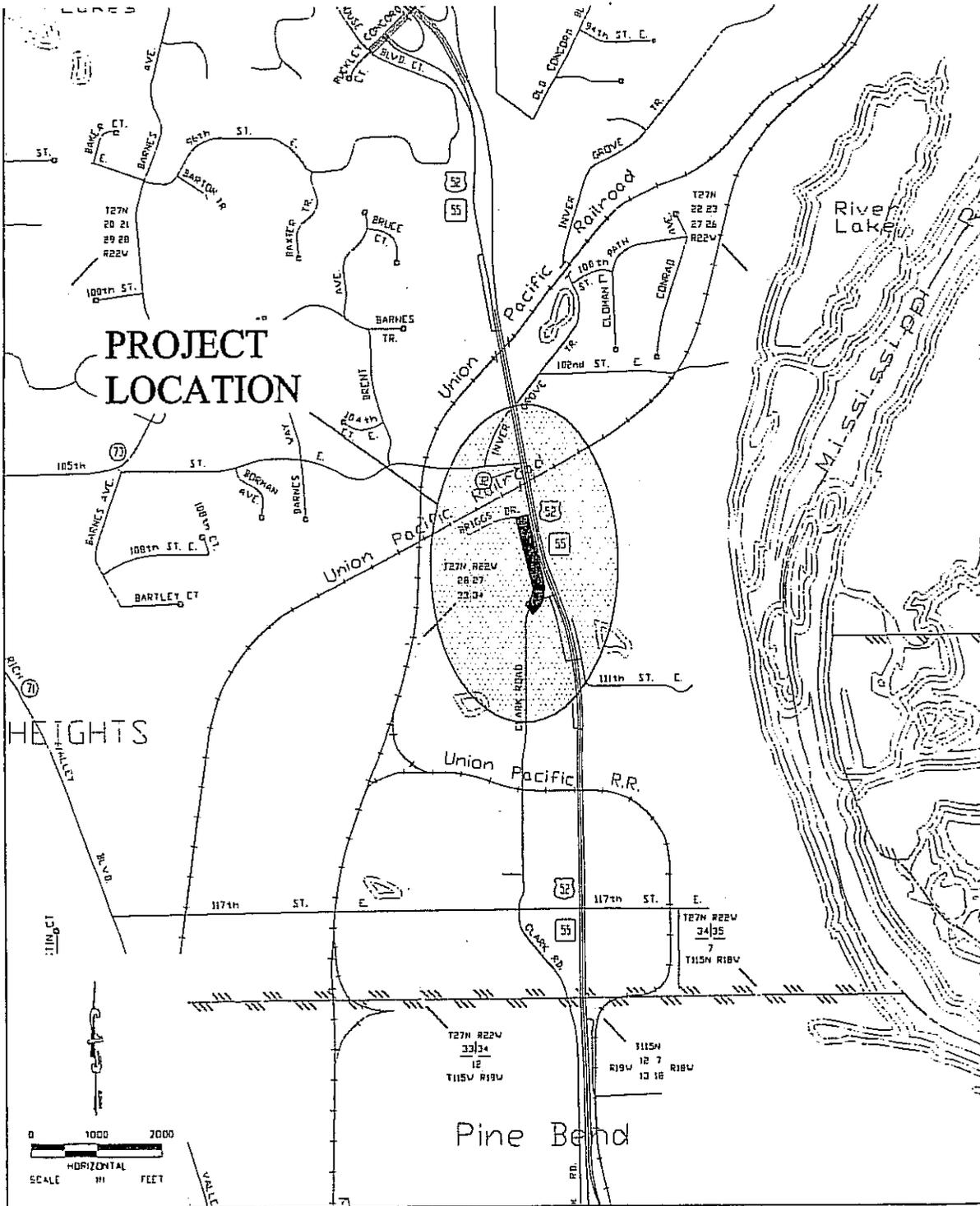
After recording, please return the original recorded copy to the Timothy J. Kuntz at the above address.

81000.09012 Clark Road Improvements, City Project 2007-17, Trunk Highway 52 Direct Access Rights Conveyance and Waiver Agreement, version dated April 11, 2008, Parcel 24, Dayton Holding, Inc.docx

Exhibit 1

Location Map
Clark Road Improvements
City Project 2007-17

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LOCATION MAP

CLARK ROAD IMPROVEMENTS
CITY PROJECT 2007-17

EXHIBIT 1

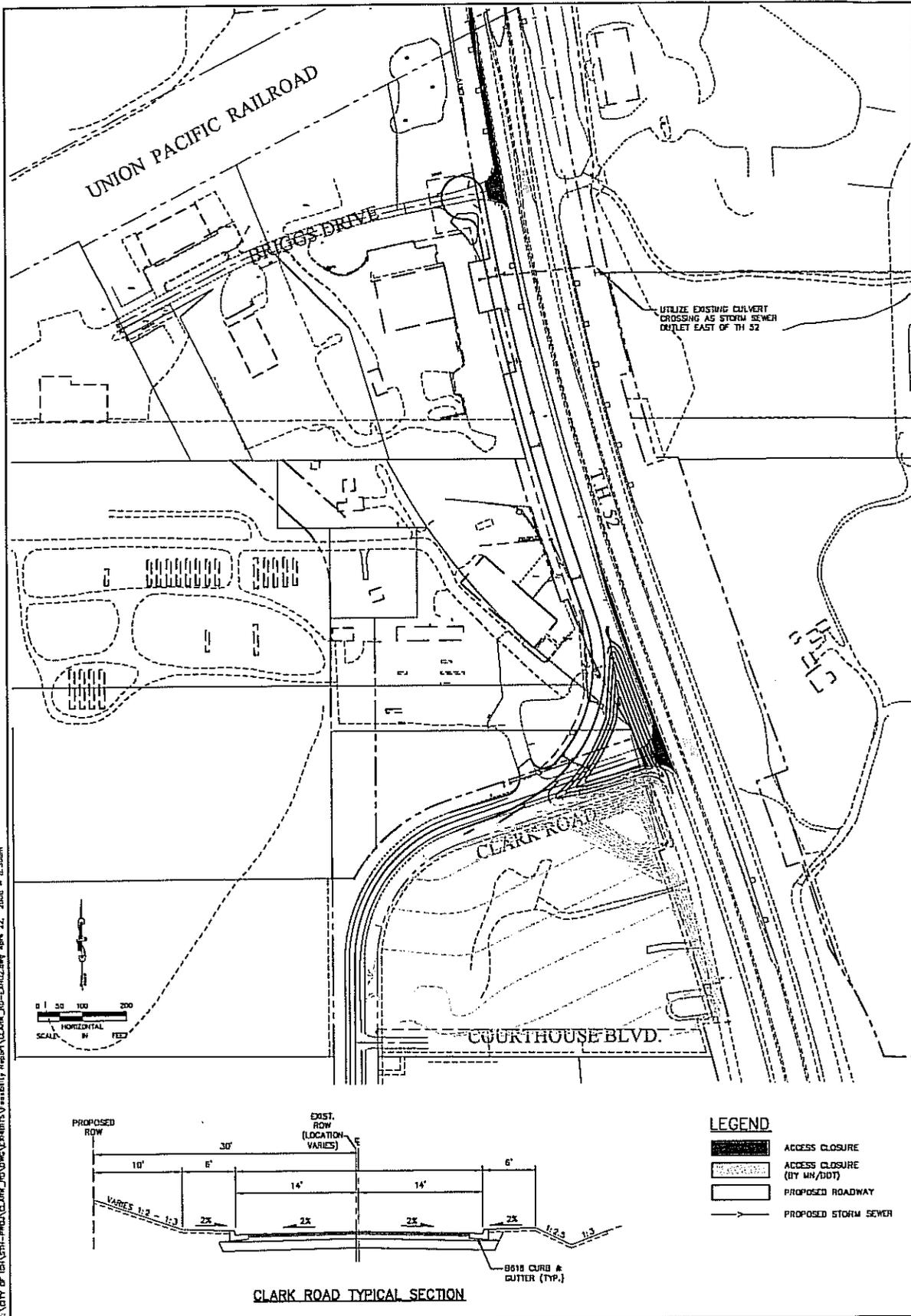

 City of
 Lower Grove Heights
 3150 BARBARA AVENUE
 LOWER GROVE HEIGHTS, MN 55077-3412


 Kimley-Horn
 and Associates, Inc.

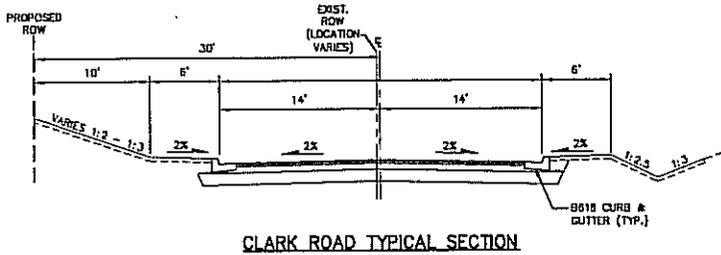
2550 UNIVERSITY AVE. WEST, SUITE 315W
 ST. PAUL, MINNESOTA 55114 TEL. NO. (651) 842-1197
 FAX. NO. (651) 842-3118

Exhibit 2

Street and Drainage Improvements Map
Clark Road Improvements
City Project 2007-17



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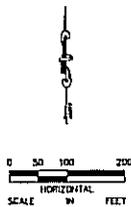


LEGEND

	ACCESS CLOSURE
	ACCESS CLOSURE (BY MN/DDT)
	PROPOSED ROADWAY
	PROPOSED STORM SEWER

City of
Inver Grove Heights
8150 BARBARA AVENUE
INVER GROVE HEIGHTS, MN 55077-3442

Kimley-Horn
and Associates, Inc.



STREET AND DRAINAGE
IMPROVEMENTS MAP

CLARK ROAD IMPROVEMENTS

CITY PROJECT 2007-17

EXHIBIT 2

Exhibit 3

Property Legal Description
(abstract property)

Outlot A, TOTAL CONSTRUCTION THIRD ADDITION, according to the recorded plat thereof and situate in Dakota County, Minnesota.

Exhibit 4

Quit Claim Deed
for conveyance of
T.H. 52 Direct Access Rights

DEED TAX DUE: \$ 1.65
Date: May 22, 2008

FOR VALUABLE CONSIDERATION, Dayton Holding, Inc.

a corporation under the laws of North Dakota
Grantor, hereby conveys and quitclaims to City of Inver Grove Heights

Grantee, a municipal corporation under the laws of Minnesota
real property in Dakota County, Minnesota, described as follows:

See Exhibit 24, attached hereto and made a part hereof.
Billboard sign will stay as is where is and visibility of sign will not be obstructed.

together with all hereditaments and appurtenances.

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.

DAYTON HOLDING, INC.

Affix Deed Tax Stamp Here

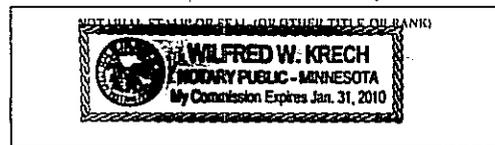
STATE OF MINNESOTA }
COUNTY OF DAKOTA }

By [Signature]
Its Pres
By _____
Its _____

This instrument was acknowledged before me on 5-22-08
(Date)

by Steve Nelson and _____
the President and _____
of Dayton Holding, Inc.

a corporation under the laws of North Dakota
on behalf of the corporation



[Signature]
SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

Check here if part or all of the land is Registered (Torrens)
Tax Statements for the real property described in this instrument should be sent to (include name and address of Grantee):

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS):
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

Dayton Holding, Inc.
P.O. Box 11672
St. Paul, MN 55111

Exhibit 24
Access Rights Legal Description
(abstract property)

All rights of access, including all rights of ingress and egress, to and from State of Minnesota Trunk Highway 52/55, to and from "Grantor's Property" described below:

"Grantor Property" is legally described as:

Outlot A, TOTAL CONSTRUCTION THIRD ADDITION, according to the recorded plat thereof and situate in Dakota County, Minnesota;

Together with an appurtenant non-exclusive easement for driveway purposes over and across the northerly 30.00 feet of Lots 1 and 2, Block 1 and over and across the southerly 30.00 feet of Lot 3, Block 1, and Outlot A, TOTAL CONSTRUCTION ADDITION, according to the recorded plat thereof, Dakota County, Minnesota. Said easement was created by the Declaration of Easement dated October 11, 1995 and recorded on December 4, 1995 in the Office of the Dakota County Recorder as Document No. 1315561.

Exhibit 5

Parcel 24 Permanent Street Easement and Temporary Construction Easement
(the "Street Easement")

PARCEL 24 PERMANENT STREET EASEMENT

AND

TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT, made, granted and conveyed this 22nd day of May, 2008, between **Dayton Holding, Inc.**, a North Dakota corporation, hereinafter referred to as the "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."

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

The Landowner in consideration of the sum of One Dollar and other good and valuable consideration to it in hand paid by the City, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto the City, its successors and assigns, the following:

- 1.) **A permanent easement for public street, road, highway and all such purposes ancillary, incident or related thereto** (hereinafter "Permanent Street Easement") under, over, across, through and upon that real property identified and legally described on **Exhibit B**, (hereinafter the "Permanent Street Easement Area") attached hereto and incorporated herein by reference; and
- 2.) **A temporary easement for grading, sloping and construction purposes, and all such purposes ancillary, incident or related thereto** (hereinafter "Temporary Easement") under, over, across, through and upon that real property identified and legally described on **Exhibit B**, (hereinafter the "Temporary Easement Area") attached hereto and incorporated herein by reference. The Temporary Easement shall expire on December 31, 2009.

The Permanent Street Easement rights granted herein are forever and shall include, but not be limited to, the construction, maintenance, repair and replacement of any street, road, highway and all facilities and improvements ancillary, incident or related thereto, under, over, across, through and upon the Permanent Street Easement Area.

EXEMPT FROM STATE DEED TAX

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

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

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

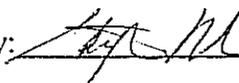
Nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by Landowner, its successors or assigns, shall be subject to any governmental immunity defenses of the City and the maximum liability limits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

The Landowner, for itself and its successors and assigns, does hereby warrant to and covenant with the City, its successors and assigns, that it is well seized in fee of the Landowner's Property described on Exhibit A, and the Permanent Street Easement Area and Temporary Easement Areas described on Exhibit B, and has good right to grant and convey the Permanent Street Easement and the Temporary Easement herein to the City.

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

DAYTON HOLDING, INC.

CITY OF INVER GROVE HEIGHTS

By: 

George Tourville

Its: Pres

Its: Mayor

ATTEST:

Melissa Rheume, Deputy City Clerk

NOTARY BLOCKS

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

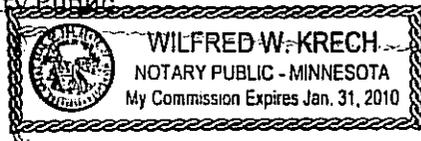
On this ____ day of _____, 2008, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Rheame, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and Deputy City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed in behalf of said municipality by authority of its City Council and said Mayor and Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

STATE OF MD)
)
COUNTY OF DAKOTA) ss.

On this 22 day of May 2008, 2008, before me a Notary Public within and for said County, personally appeared Steve Nelson to me personally known, who being by me duly sworn, did say that he/she is the President of **Dayton Holding, Inc.**, a North Dakota corporation, the entity named in the foregoing instrument, and that said instrument was signed on behalf of said entity by authority of its Board of Directors and said Steve Nelson acknowledged said instrument to be the free act and deed of the entity.

Wilfred W. Krech
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 LANDOWNER'S PROPERTY
(abstract property)

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

Outlot A, TOTAL CONSTRUCTION THIRD ADDITION, according to the recorded plat thereof and situate in Dakota County, Minnesota.

(the "Landowner's Property").

EXHIBIT B

LEGAL DESCRIPTION OF EASEMENT AREAS

A permanent easement for public street, road, highway purposes and all such purposes ancillary, incident or related thereto, over, under, across, through and upon the Easterly 107 feet of the Southerly 50 feet of Outlot A, TOTAL CONSTRUCTION THIRD ADDITION, according to the recorded plat thereof and situate in Dakota County, Minnesota.

(the "Permanent Street Easement Area").

Together with:

A temporary easement for grading, sloping and construction purposes, and all such purposes ancillary, incident or related thereto over, under, across, through and upon the Westerly 70 feet of the Easterly 177 feet of the Southerly 30 feet of Outlot A, TOTAL CONSTRUCTION THIRD ADDITION, according to the recorded plat thereof and situate in Dakota County, Minnesota;

AND

A temporary easement for grading, sloping and construction purposes, and all such purposes ancillary, incident or related thereto over, under, across, through and upon the Easterly 107 feet of the Northerly 15 feet of the Southerly 65 feet of Outlot A, TOTAL CONSTRUCTION THIRD ADDITION, according to the recorded plat thereof and situate in Dakota County, Minnesota.

Said Temporary Easements shall expire on December 31, 2009.

(collectively the "Temporary Easement Area").

**CITY OF INVER GROVE HEIGHTS
CLARK ROAD IMPROVEMENTS, CITY PROJECT 2007-17,
TRUNK HIGHWAY 52 DIRECT ACCESS RIGHTS
CONVEYANCE AND WAIVER AGREEMENT, PARCEL 26**

This Agreement by and between the City and the Property Owner.

Article 1
Definitions

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

1.2 **Agreement.** "Agreement" means this City of Inver Grove Heights Clark Road Improvements, City Project 2007-17, Trunk Highway 52 Direct Access Rights Conveyance and Waiver Agreement.

1.3 **Agreement Date.** "Agreement Date" means the date that both the Property Owner and the City have completed the execution of the Agreement in the presence of a notary.

1.4 **Property Owner.** "Property Owner" means Zeien's Holding, LLC, a Minnesota limited liability company, and its successors and assigns.

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

1.6 **Project.** "Project" means Clark Road Improvements, City Project 2007-17, as shown in Exhibits 1 and 2, attached hereto and made a part hereof.

1.7 **Property.** "Property" means Property Owner's real property addressed as 10619 Briggs Drive, Inver Grove Heights, MN 55115, and legally described on Exhibit 3, attached hereto and made a part hereof.

1.8 **T.H. 52 Direct Access Rights.** "T.H. 52 Direct Access Rights" means all rights of access, including all rights of ingress and egress, to and from the Property directly to and from State of Minnesota's Trunk Highway 52, as described in the Quit Claim Deed attached hereto as Exhibit 4 and made a part hereof.

Article 2 **Recitals**

Recital No. 1. The Project provides for the extension of Clark Road from its existing intersection with Trunk Highway 52 northerly along the westerly right-of-way of said Trunk Highway 52 leading to a cul-de-sac that would replace the private Briggs Drive direct access intersection with Trunk Highway 52. Exhibits 1 and 2 depict City Project 2007-17 which would result in the closure of direct access to and from Trunk Highway 52 to and from the existing private Briggs Drive and the existing public Clark Road intersections with said Trunk Highway 52. In the after condition, the Property access to and from Trunk Highway 52 would be restricted to Clark Road (serving as an approximate one mile westerly frontage road as shown in Exhibit 1) leading to and from the existing controlled access interchange of 117th Street and Trunk Highway 52.

Recital No. 2. The City has determined that the Project could be financially feasible if the Property Owner (and other property owners) that currently possess the T.H. 52 Direct Access Rights to and from private Briggs Drive and public Clark Road would convey to the City the T.H. 52 Direct Access Rights without monetary compensation paid therefore and waive any claims for the change in access to and from the Property as a result of the Project.

Recital No. 3. The City is willing to construct the Project at the City's expense without any special assessments levied against the Property provided that the City is able to secure voluntary conveyances of the T.H. 52 Direct Access Rights to and from private Briggs Drive and public Clark Road.

Recital No. 4. The Property Owner is willing to convey and quit claim T.H. 52 Direct Access Rights to the City in return for the City awarding a construction contract for the Project. If the City fails to award a construction contract for the Project by December 31, 2009, this Agreement shall be null and void.

Recital No. 5. The Property Owner and City agree that these Article 2 Recitals are material terms of this Agreement.

Article 3
Consideration

3.1 **Consideration**. The Property Owner agrees to: a) comply with the terms of this Agreement, b) execute the Quit Claim Deed (shown in Exhibit 4), and c) deliver the Quit Claim Deed to the City upon execution of this Agreement to be held in trust by the City and only recorded after the City has awarded a construction contract for the Project on or before December 31, 2009. The City agrees a) to only record said Quit Claim Deed (at the City's expense) after the City has awarded a construction contract for the Project on or before December 31, 2009, b) that the City shall not specially assess the Property for the Project, and c) to return said Quit Claim Deed to the Property Owner if the City fails to award a construction contract for the Project on or before December 31, 2009. Property Owner acknowledges and agrees that this Agreement constitutes sufficient consideration for conveyance contained in Article 3 and for the waiver contained in Article 4, below.

Article 4
Waiver

4.1 **Waiver**. For good and valuable consideration, the Property Owner, for itself, its successors and assigns of any Property interest, and for anyone claiming to be acting on its behalf, does hereby irrevocably waive all actions, causes of action, suits, rights, claims and demands whatsoever, including attorney's fees of any nature whatsoever, whether or not well-founded in fact or in law, known or unknown, contingent or non-contingent, and whether or not based upon statute or common law, against the City, arising out of the Property Owner's loss of the T.H. 52 Direct Access Rights and/or arising out of the change in access to and from the Property caused by the Project. This waiver shall become effective upon the recording of the Quit Claim Deed shown in Exhibit 4.

Article 5
Miscellaneous

5.1 **Breach**. In the event that the Property Owner, its successors or assigns, breach this Agreement, the Property Owner agrees to pay the City's reasonable attorney fees, expenses, and costs to enforce this Agreement. In the event that the City, its successors or assigns, breach this Agreement, the City agrees to pay Property Owner's reasonable attorney fees, expenses and costs to enforce this Agreement.

5.2 **Applicable Law**. This Agreement shall be construed, performed, and enforced, and the legal rights, obligations, and relations between the parties hereto shall be determined under the laws of the State of Minnesota applicable to contracts made and to be performed in such State.

5.3 Headings. The paragraph headings appearing in this Agreement are for convenience only, are not part of this Agreement, and are not to be considered in interpreting this Agreement.

5.4 Severability. The provisions of this Agreement are severable. If any paragraph, sentence, clause, or phrase of this Agreement is for any reason held contrary to law or contrary to any rule or regulation having the force of law, such decision shall not affect the remaining portions of this Agreement.

5.5 Binding Effect. This Agreement shall be binding upon the parties and their successors and assigns as well as all subsidiaries and affiliates of any party.

5.6 Counterparts. This Agreement may be executed in more than one counterpart, each of which shall be deemed to be an original but all of which taken together shall be deemed a single instrument.

5.7 Notice To Property Buyers. The Property Owner agrees to notify and provide any buyer of the Property with an executed copy of this Agreement if the Property Owners sells any interest in the Property following the execution of this Agreement and prior to December 31, 2009. The Property Owner agrees to require any future owner of the Property to execute and deliver a Quit Claim Deed (as shown in Exhibit 4) to the City upon the sale of any interest in the Property prior to December 31, 2009.

5.8 Recording. The City may record this Agreement at the City's expense.

[THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

In Witness Whereof, the parties have executed this Agreement.

City of Inver Grove Heights

By: _____
George Tourville

ATTEST:

Melissa Rheaume
Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

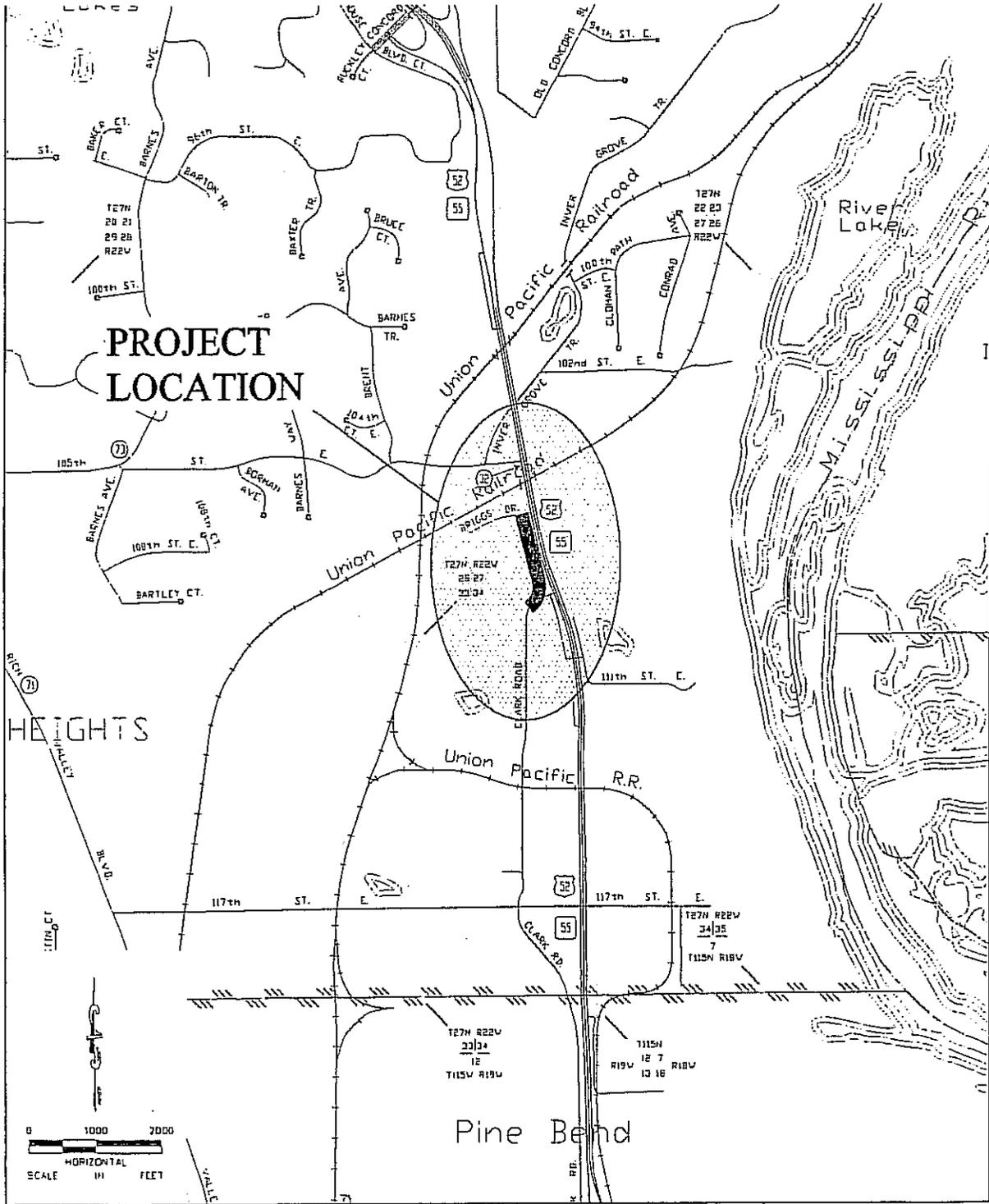
On this ____ day of _____, 2008, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Rheaume to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and the Deputy City Clerk of the City of Inver Grove 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 Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipal corporation.

Notary Public

Exhibit 1

Location Map
Clark Road Improvements
City Project 2007-17

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City of
Inver Grove Heights
8150 BARBARA AVENUE
INVER GROVE HEIGHTS, MN 55077-3413



Kimley-Horn
and Associates, Inc.

2350 UNIVERSITY AVE. WEST, SUITE 310W
ST. PAUL, MINNESOTA 55114 TEL. NO. (651) 845-1193
FAX NO. (651) 845-3114

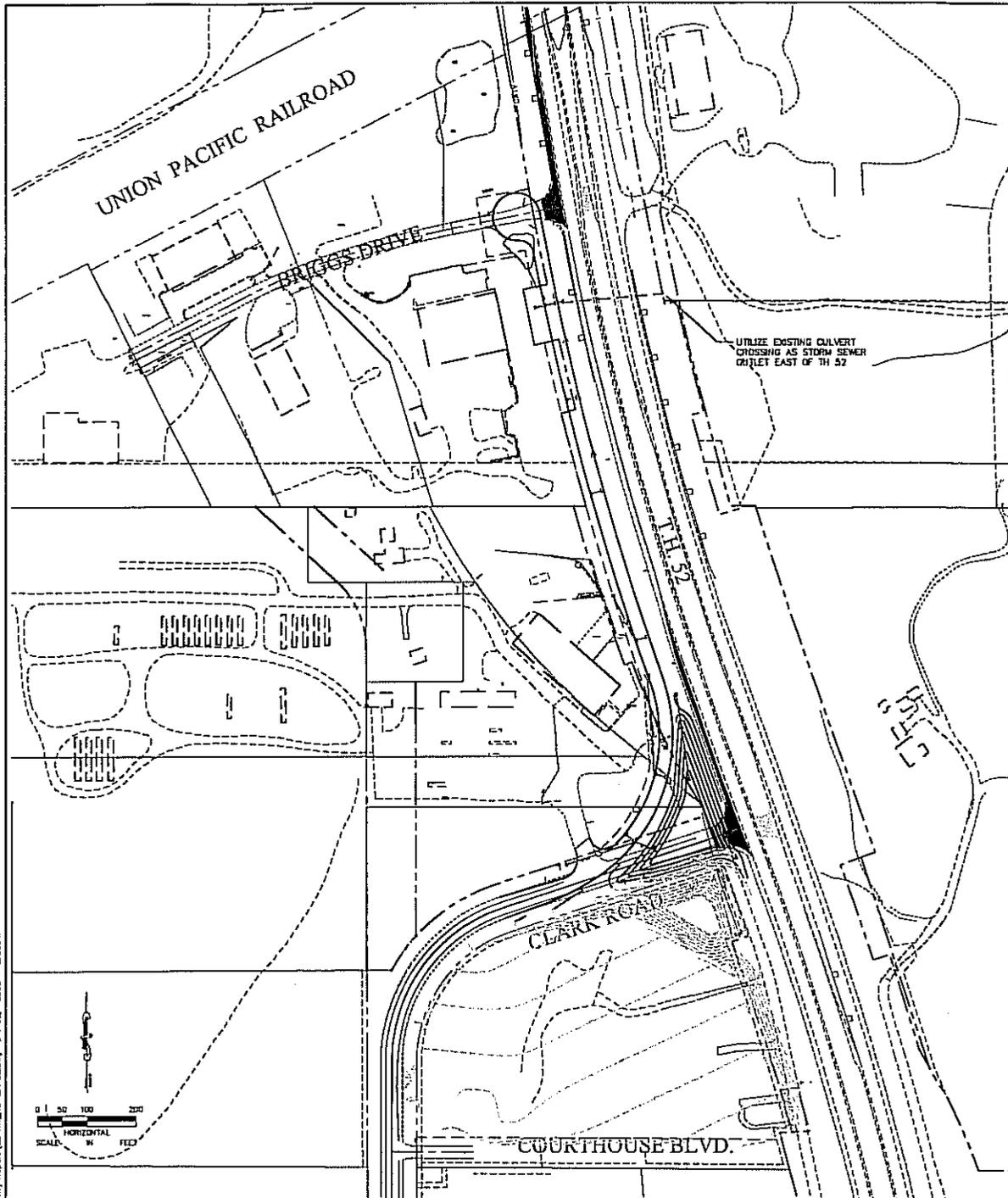
LOCATION MAP

CLARK ROAD IMPROVEMENTS
CITY PROJECT 2007-17

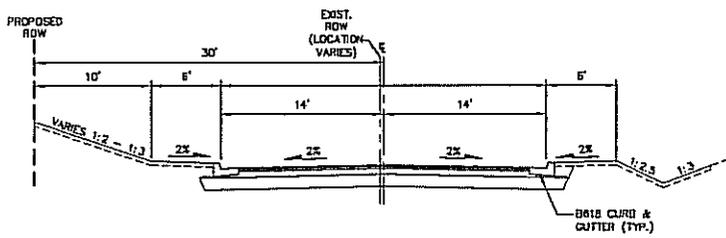
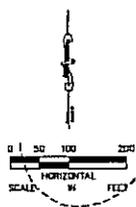
EXHIBIT 1

Exhibit 2

Street and Drainage Improvements Map
Clark Road Improvements
City Project 2007-17



C:\CITY OF INVERGROVEHEIGHTS\PROJECTS\CLARK_RD\CH22.dwg April 22, 2008 - 8:30am



CLARK ROAD TYPICAL SECTION

- LEGEND**
- ACCESS CLOSURE
 - ACCESS CLOSURE (BY MN/DOT)
 - PROPOSED ROADWAY
 - PROPOSED STORM SEWER


 City of
 Inver Grove Heights
 8150 BARBARA AVENUE
 INVER GROVE HEIGHTS, MN 55077-3412


 Kimley-Horn
 and Associates, Inc.



STREET AND DRAINAGE
IMPROVEMENTS MAP

CLARK ROAD IMPROVEMENTS

CITY PROJECT 2007-17

EXHIBIT 2

Exhibit 3

Property Legal Description
(abstract property)

Parcel A:

That part of the N $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 27, Township 27, Range 22, Dakota County, Minnesota, lying East of the Chicago and Northwestern Railroad, lying southeasterly of the Chicago Rock Island and Pacific Railroad and lying westerly and southwesterly of the following described line: Commencing at the southwest corner of said N $\frac{1}{2}$ of the SW $\frac{1}{4}$; thence South 89 degrees 49 minutes 20 seconds East, assumed bearing along the south line of said N $\frac{1}{2}$ of the SW $\frac{1}{4}$ a distance of 1005.47 feet to the point of beginning of the line to be described; thence North 27 degrees 07 minutes 26 seconds West a distance of 573.09 feet to the southerly right-of-way line of said Chicago Rock Island and Pacific Railroad and said line there terminating. Together with an easement for ingress and egress 60.00 feet in width over that part of the N $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 27, Township 27, Range 22, Dakota County, Minnesota, the centerline of which is described as follows: Commencing at the Southwest corner of said N $\frac{1}{2}$ of the SW $\frac{1}{4}$; thence South 89 degrees 49 minutes 20 seconds East, assumed bearing, along the south line thereof a distance of 1005.47 feet; thence North 27 degrees 07 minutes 26 seconds West a distance of 343.09 feet to the point of beginning of the centerline to be described; thence North 62 degrees 52 minutes 34 seconds East a distance of 255.30 feet; thence northeasterly 396.94 feet along a tangential curve concave to the southeast, radius of 1311.56 feet and a central angle of 17 degrees 20 minutes 26 seconds; thence North 80 degrees 13 minutes 00 seconds East, tangent to said curve a distance of 207.88 feet to the westerly right-of-way line of State Highway No. 55 and 56 and said centerline there terminating.

Parcel B:

That part of the North half of the Southwest Quarter of Section 27 Township 27, Range 22, Dakota County, Minnesota, described as follows: Commencing at the southwest corner of said North Half of the Southwest Quarter; thence South 89 degrees 49 minutes 20 seconds East, assumed bearing, along the south line thereof a distance of 1005.47 feet to the point of beginning of land to be described; thence North 27 degrees 07 minutes 26 seconds West 313.09 feet; thence North 62 degrees 52 minutes 34 seconds East 220.00 feet; thence South 50 degrees 59 minutes 15 seconds West 97.05 feet; thence South 27 degrees 07 minutes 26 seconds East 357.61 feet to the south line of said North Half of the Southwest Quarter; thence North 89 degrees 49 minutes 20 seconds West along said south line 140.67 feet to the point of beginning.

Exhibit 4

Quit Claim Deed
for conveyance of
T.H. 52 Direct Access Rights

DEED TAX DUE: \$ 1.65
Date: May 27, 2008

FOR VALUABLE CONSIDERATION, ZEIEN'S HOLDING, LLC

a limited liability company under the laws of Minnesota
Grantor, hereby conveys and quitclaims to City of Inver Grove Heights

Grantee, a municipal corporation under the laws of Minnesota
real property in Dakota County, Minnesota, described as follows:

See Exhibit 26, attached hereto and made a part hereof.

together with all hereditaments and appurtenances.

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.

ZEIEN'S HOLDING, LLC

Affix Deed Tax Stamp Here

STATE OF MINNESOTA }
COUNTY OF Dakota } ss.

By [Signature]

Its owner

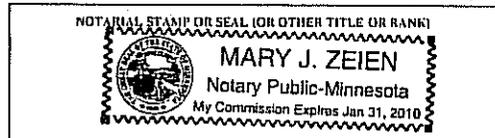
By _____

Its _____

This instrument was acknowledged before me on May 27, 2008
(Date)

by Terry Zeien and _____
the owner and _____
of ZEIEN'S HOLDING, LLC

a limited liability company under the laws of Minnesota
on behalf of the limited liability company



Mary J. Zeien
SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

Check here if part or all of the land is Registered (Torrens)

Tax Statements for the real property described in this instrument should be sent to (include name and address of Grantee):

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS):
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

ZEIEN'S HOLDING, LLC
10619 Courthouse Blvd.
Inver Grove Heights, MN 55077

Exhibit 26
Access Rights Legal Description
(abstract property)

All rights of access, including all rights of ingress and egress, to and from State of Minnesota Trunk Highway 52/55, to and from "Grantor's Property" described below:

"Grantor Property" is legally described as:

Parcel A:

That part of the N $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 27, Township 27, Range 22, Dakota County, Minnesota, lying East of the Chicago and Northwestern Railroad, lying southeasterly of the Chicago Rock Island and Pacific Railroad and lying westerly and southwesterly of the following described line: Commencing at the southwest corner of said N $\frac{1}{2}$ of the SW $\frac{1}{4}$; thence South 89 degrees 49 minutes 20 seconds East, assumed bearing along the south line of said N $\frac{1}{2}$ of the SW $\frac{1}{4}$ a distance of 1005.47 feet to the point of beginning of the line to be described; thence North 27 degrees 07 minutes 26 seconds West a distance of 573.09 feet to the southerly right-of-way line of said Chicago Rock Island and Pacific Railroad and said line there terminating. Together with an easement for ingress and egress 60.00 feet in width over that part of the N $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 27, Township 27, Range 22, Dakota County, Minnesota, the centerline of which is described as follows: Commencing at the Southwest corner of said N $\frac{1}{2}$ of the SW $\frac{1}{4}$; thence South 89 degrees 49 minutes 20 seconds East, assumed bearing, along the south line thereof a distance of 1005.47 feet; thence North 27 degrees 07 minutes 26 seconds West a distance of 343.09 feet to the point of beginning of the centerline to be described; thence North 62 degrees 52 minutes 34 seconds East a distance of 255.30 feet; thence northeasterly 396.94 feet along a tangential curve concave to the southeast, radius of 1311.56 feet and a central angle of 17 degrees 20 minutes 26 seconds; thence North 80 degrees 13 minutes 00 seconds East, tangent to said curve a distance of 207.88 feet to the westerly right-of-way line of State Highway No. 55 and 56 and said centerline there terminating.

Parcel B:

That part of the North half of the Southwest Quarter of Section 27 Township 27, Range 22, Dakota County, Minnesota, described as follows: Commencing at the southwest corner of said North Half of the Southwest Quarter; thence South 89 degrees 49 minutes 20 seconds East, assumed bearing, along the south line thereof a distance of 1005.47 feet to the point of beginning of land to be described; thence North 27 degrees 07 minutes 26 seconds West 313.09 feet; thence North 62 degrees 52 minutes 34 seconds East 220.00 feet; thence South 50 degrees 59 minutes 15 seconds West 97.05 feet; thence South 27 degrees 07 minutes 26 seconds East 357.61 feet to the south line of said North Half of the Southwest Quarter; thence North 89 degrees 49 minutes 20 seconds West along said south line 140.67 feet to the point of beginning.;

Together with an appurtenant non-exclusive easement for driveway purposes over and across the northerly 30.00 feet of Lots 1 and 2, Block 1 and over and across the southerly 30.00 feet of Lot 3, Block 1, and Outlot A, TOTAL CONSTRUCTION ADDITION, according to the recorded plat thereof, Dakota County, Minnesota. Said easement was created by the Declaration of Easement dated October 11, 1995 and recorded on December 4, 1995 in the Office of the Dakota County Recorder as Document No. 1315561.

**CITY OF INVER GROVE HEIGHTS
CLARK ROAD IMPROVEMENTS, CITY PROJECT 2007-17,
TRUNK HIGHWAY 52 DIRECT ACCESS RIGHTS
CONVEYANCE AND WAIVER AGREEMENT, PARCEL 27**

This Agreement by and between the City and the Property Owner.

Article 1
Definitions

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

1.2 **Agreement.** "Agreement" means this City of Inver Grove Heights Clark Road Improvements, City Project 2007-17, Trunk Highway 52 Direct Access Rights Conveyance and Waiver Agreement.

1.3 **Agreement Date.** "Agreement Date" means the date that both the Property Owner and the City have completed the execution of the Agreement in the presence of a notary.

1.4 **Property Owner.** "Property Owner" means Wilfred W. Krech and Mary C. Krech, husband and wife, and their successors and assigns.

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

1.6 **Project.** "Project" means Clark Road Improvements, City Project 2007-17, as shown in Exhibits 1 and 2, attached hereto and made a part hereof.

1.7 **Property.** "Property" means Property Owner's real property addressed as 10690 Briggs Drive, Inver Grove Heights, MN 55115, and legally described on Exhibit 3, attached hereto and made a part hereof.

1.8 **T.H. 52 Direct Access Rights.** "T.H. 52 Direct Access Rights" means all rights of access, including all rights of ingress and egress, to and from the Property directly to and from State of Minnesota's Trunk Highway 52, as described in the Quit Claim Deed attached hereto as Exhibit 4 and made a part hereof.

Article 2 **Recitals**

Recital No. 1. The Project provides for the extension of Clark Road from its existing intersection with Trunk Highway 52 northerly along the westerly right-of-way of said Trunk Highway 52 leading to a cul-de-sac that would replace the private Briggs Drive direct access intersection with Trunk Highway 52. Exhibits 1 and 2 depict City Project 2007-17 which would result in the closure of direct access to and from Trunk Highway 52 to and from the existing private Briggs Drive and the existing public Clark Road intersections with said Trunk Highway 52. In the after condition, the Property access to and from Trunk Highway 52 would be restricted to Clark Road (serving as an approximate one mile westerly frontage road as shown in Exhibit 1) leading to and from the existing controlled access interchange of 117th Street and Trunk Highway 52.

Recital No. 2. The City has determined that the Project could be financially feasible if the Property Owner (and other property owners) that currently possess the T.H. 52 Direct Access Rights to and from private Briggs Drive and public Clark Road would convey to the City the T.H. 52 Direct Access Rights without monetary compensation paid therefore and waive any claims for the change in access to and from the Property as a result of the Project.

Recital No. 3. The City is willing to construct the Project at the City's expense without any special assessments levied against the Property provided that the City is able to secure voluntary conveyances of the T.H. 52 Direct Access Rights to and from private Briggs Drive and public Clark Road.

Recital No. 4. The Property Owner is willing to convey and quit claim T.H. 52 Direct Access Rights to the City in return for the City awarding a construction contract for the Project. If the City fails to award a construction contract for the Project by December 31, 2009, this Agreement shall be null and void.

Recital No. 5. The Property Owner and City agree that these Article 2 Recitals are material terms of this Agreement.

Article 3
Consideration

3.1 **Consideration.** The Property Owner agrees to: a) comply with the terms of this Agreement, b) execute the Quit Claim Deed (shown in Exhibit 4), and c) deliver the Quit Claim Deed to the City upon execution of this Agreement to be held in trust by the City and only recorded after the City has awarded a construction contract for the Project on or before December 31, 2009. The City agrees a) to only record said Quit Claim Deed (at the City's expense) after the City has awarded a construction contract for the Project on or before December 31, 2009, b) that the City shall not specially assess the Property for the Project, and c) to return said Quit Claim Deed to the Property Owner if the City fails to award a construction contract for the Project on or before December 31, 2009. Property Owner acknowledges and agrees that this Agreement constitutes sufficient consideration for conveyance contained in Article 3 and for the waiver contained in Article 4, below.

Article 4
Waiver

4.1 **Waiver.** For good and valuable consideration, the Property Owner, for itself, its successors and assigns of any Property interest, and for anyone claiming to be acting on its behalf, does hereby irrevocably waive all actions, causes of action, suits, rights, claims and demands whatsoever, including attorney's fees of any nature whatsoever, whether or not well-founded in fact or in law, known or unknown, contingent or non-contingent, and whether or not based upon statute or common law, against the City, arising out of the Property Owner's loss of the T.H. 52 Direct Access Rights and/or arising out of the change in access to and from the Property caused by the Project. This waiver shall become effective upon the recording of the Quit Claim Deed shown in Exhibit 4.

Article 5
Miscellaneous

5.1 **Breach.** In the event that the Property Owner, its successors or assigns, breach this Agreement, the Property Owner agrees to pay the City's reasonable attorney fees, expenses, and costs to enforce this Agreement. In the event that the City, its successors or assigns, breach this Agreement, the City agrees to pay Property Owner's reasonable attorney fees, expenses and costs to enforce this Agreement.

5.2 **Applicable Law.** This Agreement shall be construed, performed, and enforced, and the legal rights, obligations, and relations between the parties hereto shall be determined under the laws of the State of Minnesota applicable to contracts made and to be performed in such State.

5.3 **Headings.** The paragraph headings appearing in this Agreement are for convenience only, are not part of this Agreement, and are not to be considered in interpreting this Agreement.

5.4 **Severability.** The provisions of this Agreement are severable. If any paragraph, sentence, clause, or phrase of this Agreement is for any reason held contrary to law or contrary to any rule or regulation having the force of law, such decision shall not affect the remaining portions of this Agreement.

5.5 **Binding Effect.** This Agreement shall be binding upon the parties and their successors and assigns as well as all subsidiaries and affiliates of any party.

5.6 **Counterparts.** This Agreement may be executed in more than one counterpart, each of which shall be deemed to be an original but all of which taken together shall be deemed a single instrument.

5.7 **Notice To Property Buyers.** The Property Owner agrees to notify and provide any buyer of the Property with an executed copy of this Agreement if the Property Owners sells any interest in the Property following the execution of this Agreement and prior to December 31, 2009. The Property Owner agrees to require any future owner of the Property to execute and deliver a Quit Claim Deed (as shown in Exhibit 4) to the City upon the sale of any interest in the Property prior to December 31, 2009.

5.8 **Recording.** The City may record this Agreement at the City's expense.

[THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

In Witness Whereof, the parties have executed this Agreement.

City of Inver Grove Heights

By: _____
George Tourville

ATTEST:

Melissa Rheaume
Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this ____ day of _____, 2008, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Rheaume to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and 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 Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipal corporation.

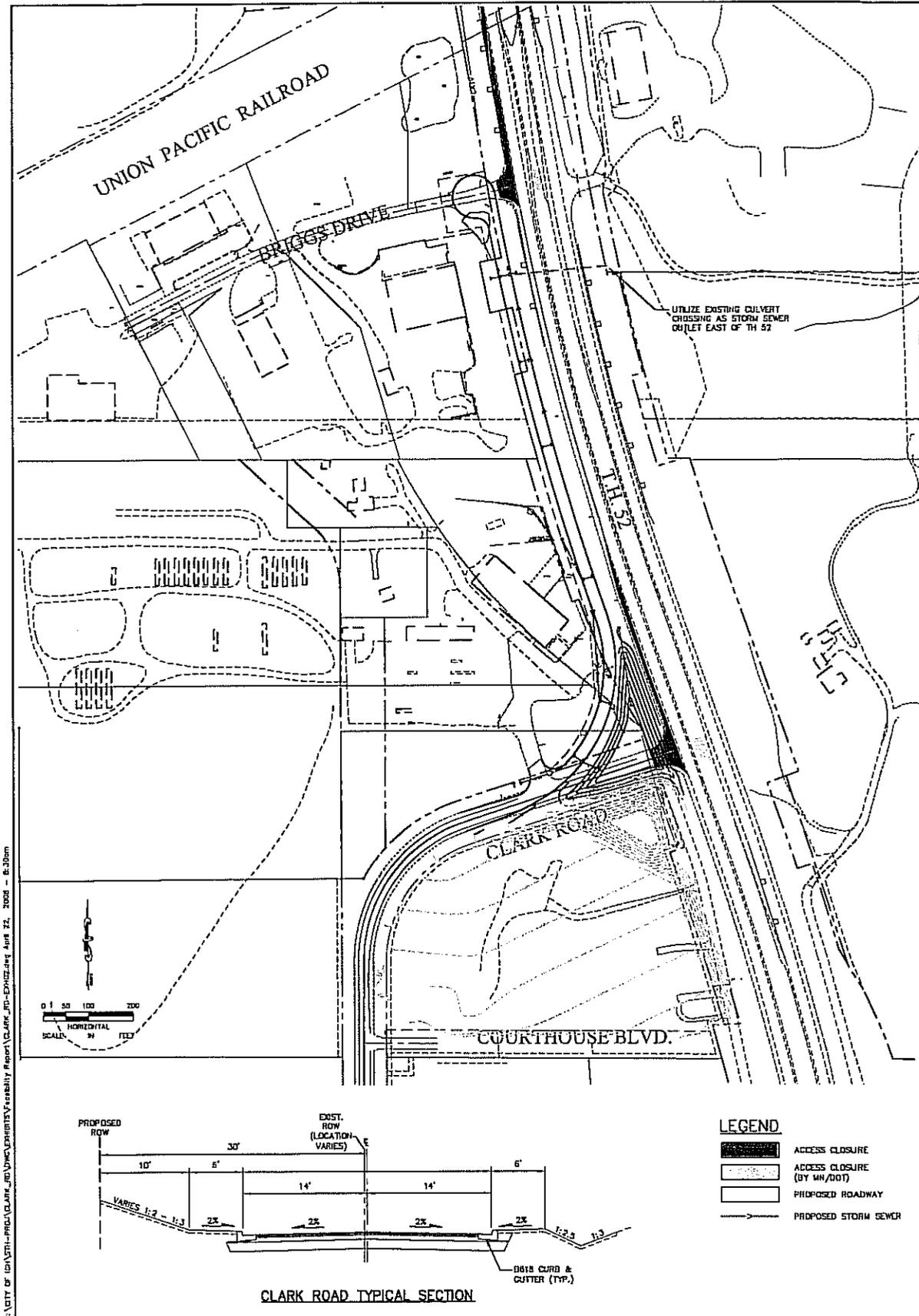
Notary Public

Exhibit 1

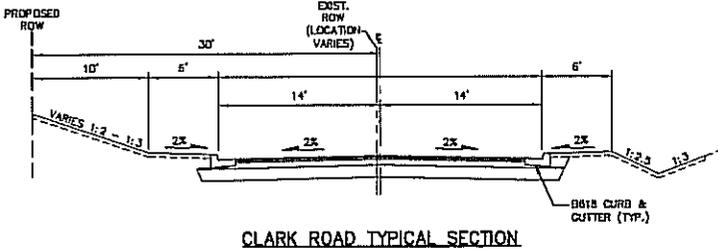
Location Map
Clark Road Improvements
City Project 2007-17

Exhibit 2

Street and Drainage Improvements Map
Clark Road Improvements
City Project 2007-17

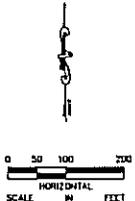
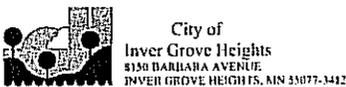


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LEGEND

	ACCESS CLOSURE
	ACCESS CLOSURE (BY MN/DOT)
	PROPOSED ROADWAY
	PROPOSED STORM SEWER



STREET AND DRAINAGE IMPROVEMENTS MAP
CLARK ROAD IMPROVEMENTS

CITY PROJECT 2007-17

EXHIBIT 2

Exhibit 3

Property Legal Description
(abstract property)

Lot 2, Block 1, TOTAL CONSTRUCTION ADDITION, except that part thereof described as follows: Beginning at the northeast corner of said Lot 2; thence South 16 degrees 50 minutes 49 seconds East, along the east line of said Lot 2, a distance of 233.31 feet; thence North 45 degrees 21 minutes 22 seconds West a distance of 259.41 feet to the northerly line of said Lot 2; thence northeasterly, along said northerly line, to the point of beginning, according to the recorded plat thereof, Dakota County, Minnesota.

Exhibit 4

Quit Claim Deed
for conveyance of
T.H. 52 Direct Access Rights

DEED TAX DUE: \$ 1.65
Date: May 21, 2008

FOR VALUABLE CONSIDERATION, Wilfred W. Krech and Mary C. Krech, husband and wife as joint tenants

Grantor, hereby conveys and quitclaims to City of Inver Grove Heights (marital status)

Grantee, a municipal corporation under the laws of Minnesota
real property in Dakota County, Minnesota, described as follows:

See Exhibit 27, attached hereto and made a part hereof.

together with all hereditaments and appurtenances.

Check box if applicable:

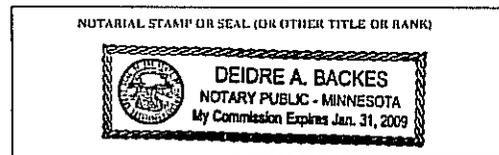
- The Seller certifies that the seller does not know of any wells on the described real property.
- A well disclosure certificate accompanies this document.
- I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

Wilfred W. Krech
Wilfred W. Krech
Mary C. Krech
Mary C. Krech

Affix Deed Tax Stamp Here

STATE OF MINNESOTA }
COUNTY OF Dakota }

This instrument was acknowledged before me on May 21, 2008 Date
by Wilfred W. Krech and Mary C. Krech, husband and wife as joint tenants



Deidre A. Backes
SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

Check here if part or all of the land is Registered (Torrens)
Tax Statements for the real property described in this instrument should be sent to (include name and address of Grantee):

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS):
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

Wilfred W. Krech and Mary C. Krech
9574 Inver Grove Trail E.
Inver Grove Heights, MN 55076-3816

Exhibit 27
Access Rights Legal Description
(abstract property)

All rights of access, including all rights of ingress and egress, to and from State of Minnesota Trunk Highway 52/55, to and from "Grantor's Property" described below:

"Grantor Property" is legally described as:

Lot 2, Block 1, TOTAL CONSTRUCTION ADDITION, except that part thereof described as follows: Beginning at the northeast corner of said Lot 2; thence South 16 degrees 50 minutes 49 seconds East, along the east line of said Lot 2, a distance of 233.31 feet; thence North 45 degrees 21 minutes 22 seconds West a distance of 259.41 feet to the northerly line of said Lot 2; thence northeasterly, along said northerly line, to the point of beginning, according to the recorded plat thereof, Dakota County, Minnesota;

Together with an appurtenant non-exclusive easement for driveway purposes over and across the northerly 30.00 feet of Lots 1 and 2, Block 1 and over and across the southerly 30.00 feet of Lot 3, Block 1, and Outlot A, TOTAL CONSTRUCTION ADDITION, according to the recorded plat thereof, Dakota County, Minnesota. Said easement was created by the Declaration of Easement dated October 11, 1995 and recorded on December 4, 1995 in the Office of the Dakota County Recorder as Document No. 1315561.

**CITY OF INVER GROVE HEIGHTS
CLARK ROAD IMPROVEMENTS, CITY PROJECT 2007-17,
TRUNK HIGHWAY 52 DIRECT ACCESS RIGHTS
CONVEYANCE AND WAIVER AGREEMENT, PARCEL 28**

This Agreement by and between the City and the Property Owner.

Article 1
Definitions

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

1.2 **Agreement.** "Agreement" means this City of Inver Grove Heights Clark Road Improvements, City Project 2007-17, Trunk Highway 52 Direct Access Rights Conveyance and Waiver Agreement.

1.3 **Agreement Date.** "Agreement Date" means the date that both the Property Owner and the City have completed the execution of the Agreement in the presence of a notary.

1.4 **Property Owner.** "Property Owner" means CRS Management, LLC, a Minnesota limited liability company, and its successors and assigns.

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

1.6 **Project.** "Project" means Clark Road Improvements, City Project 2007-17, as shown in Exhibits 1 and 2, attached hereto and made a part hereof.

1.7 Property. “Property” means Property Owner’s real property addressed as 10730 Briggs Drive, Inver Grove Heights, MN 55115, and legally described on Exhibit 3, attached hereto and made a part hereof.

1.8 T.H. 52 Direct Access Rights. “T.H. 52 Direct Access Rights” means all rights of access, including all rights of ingress and egress, to and from the Property directly to and from State of Minnesota’s Trunk Highway 52, as described in the Quit Claim Deed attached hereto as Exhibit 4 and made a part hereof.

1.9 Clark Road Street Easement Rights. “Clark Road Street Easement Rights” means the permanent street easement rights and temporary street construction easement rights, as described in the Parcel 28 Permanent Street Easement and Temporary Construction Easement document attached hereto as Exhibit 5 and made a part hereof.

Article 2 **Recitals**

Recital No. 1. The Project provides for the extension of Clark Road from its existing intersection with Trunk Highway 52 northerly along the westerly right-of-way of said Trunk Highway 52 leading to a cul-de-sac that would replace the private Briggs Drive direct access intersection with Trunk Highway 52. Exhibits 1 and 2 depict City Project 2007-17 which would result in the closure of direct access to and from Trunk Highway 52 to and from the existing private Briggs Drive and the existing public Clark Road intersections with said Trunk Highway 52. In the after condition, the Property access to and from Trunk Highway 52 would be restricted to Clark Road (serving as an approximate one mile westerly frontage road as shown in Exhibit 1) leading to and from the existing controlled access interchange of 117th Street and Trunk Highway 52.

Recital No. 2. The City has determined that the Project could be financially feasible if the Property Owner (and other property owners) that currently possess the T.H. 52 Direct Access Rights to and from private Briggs Drive and public Clark Road would convey to the City the T.H. 52 Direct Access Rights without monetary compensation paid therefore and waive any claims for the change in access to and from the Property as a result of the Project.

Recital No. 3. The City is willing to construct the Project at the City’s expense without any special assessments levied against the Property provided that the City is able to secure voluntary conveyances of the T.H. 52 Direct Access Rights to and from private Briggs Drive and public Clark Road.

Recital No. 4. The Property Owner is willing to convey and quit claim T.H. 52 Direct Access Rights to the City in return for the City awarding a construction contract for the Project. If the City fails to award a construction contract for the Project by December 31, 2009, this Agreement shall be null and void.

Recital No. 5. The Property Owner is also willing to convey the Clark Road Street Easement Rights to the City without monetary compensation paid therefore in return for the City awarding a construction contract for the Project at the City' s expense without any special assessments levied against the Property.

Recital No. 6. The Property Owner and City agree that these Article 2 Recitals are material terms of this Agreement.

Article 3 **Consideration**

3.1 Consideration. The Property Owner agrees to: a) comply with the terms of this Agreement, b) execute the Quit Claim Deed (shown in Exhibit 4), c) execute the Parcel 28 Permanent Street Easement and Temporary Construction Easement (shown in Exhibit 5, herein after the "Street Easement"), and d) deliver the Quit Claim Deed and the Street Easement to the City upon execution of this Agreement to be held in trust by the City and only recorded after the City has awarded a construction contract for the Project on or before December 31, 2009. The City agrees a) to only record said Quit Claim Deed and Street Easement (at the City's expense) after the City has awarded a construction contract for the Project on or before December 31, 2009, b) that the City shall not specially assess the Property for the Project, and c) to return said Quit Claim Deed and Street Easement to the Property Owner if the City fails to award a construction contract for the Project on or before December 31, 2009. Property Owner acknowledges and agrees that this Agreement constitutes sufficient consideration for the conveyances contained in Article 3 and for the waivers contained in Article 4, below.

Article 4 **Waiver**

4.1 Waiver. For good and valuable consideration, the Property Owner, for itself, its successors and assigns of any Property interest, and for anyone claiming to be acting on its behalf, does hereby irrevocably waive all actions, causes of action, suits, rights, claims and demands whatsoever, including attorney' s fees of any nature whatsoever, whether or not well-founded in fact or in law, known or unknown, contingent or non-contingent, and whether or not based upon statute or common law, against the City, arising out of the Property Owner' s loss of the T.H. 52 Direct Access Rights and/or arising out of the change in access to and from the Property caused by the Project. This waiver shall become effective upon the recording of the Quit Claim Deed shown in Exhibit 4.

4.2 Waiver. For good and valuable consideration, the Property Owner, for itself, its successors and assigns of any Property interest, and for anyone claiming to be acting on its behalf, does hereby irrevocably waive all actions, causes of action, suits, rights, claims and demands whatsoever, including attorney' s fees of any nature whatsoever, whether or not well-

founded in fact or in law, known or unknown, contingent or non-contingent, and whether or not based upon statute or common law, against the City, arising out of the Property Owner's voluntary conveyance of the Street Easement to the City in consideration for the Project. This waiver shall become effective upon the recording of the Street Easement shown in Exhibit 5.

Article 5
Miscellaneous

5.1 **Breach.** In the event that the Property Owner, its successors or assigns, breach this Agreement, the Property Owner agrees to pay the City's reasonable attorney fees, expenses, and costs to enforce this Agreement. In the event that the City, its successors or assigns, breach this Agreement, the City agrees to pay Property Owner's reasonable attorney fees, expenses and costs to enforce this Agreement.

5.2 **Applicable Law.** This Agreement shall be construed, performed, and enforced, and the legal rights, obligations, and relations between the parties hereto shall be determined under the laws of the State of Minnesota applicable to contracts made and to be performed in such State.

5.3 **Headings.** The paragraph headings appearing in this Agreement are for convenience only, are not part of this Agreement, and are not to be considered in interpreting this Agreement.

5.4 **Severability.** The provisions of this Agreement are severable. If any paragraph, sentence, clause, or phrase of this Agreement is for any reason held contrary to law or contrary to any rule or regulation having the force of law, such decision shall not affect the remaining portions of this Agreement.

5.5 **Binding Effect.** This Agreement shall be binding upon the parties and their successors and assigns as well as all subsidiaries and affiliates of any party.

5.6 **Counterparts.** This Agreement may be executed in more than one counterpart, each of which shall be deemed to be an original but all of which taken together shall be deemed a single instrument.

5.7 **Notice To Property Buyers.** The Property Owner agrees to notify and provide any buyer of the Property with an executed copy of this Agreement if the Property Owners sells any interest in the Property following the execution of this Agreement and prior to December 31, 2009. The Property Owner agrees to require any future owner of the Property to execute and deliver a Quit Claim Deed (as shown in Exhibit 4) and the Street Easement (as shown in Exhibit 5) to the City upon the sale of any interest in the Property prior to December 31, 2009.

5.8 **Recording.** The City may record this Agreement at the City's expense.

In Witness Whereof, the parties have executed this Agreement.

City of Inver Grove Heights

By: _____
George Tourville

ATTEST:

Melissa Rheaume
Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

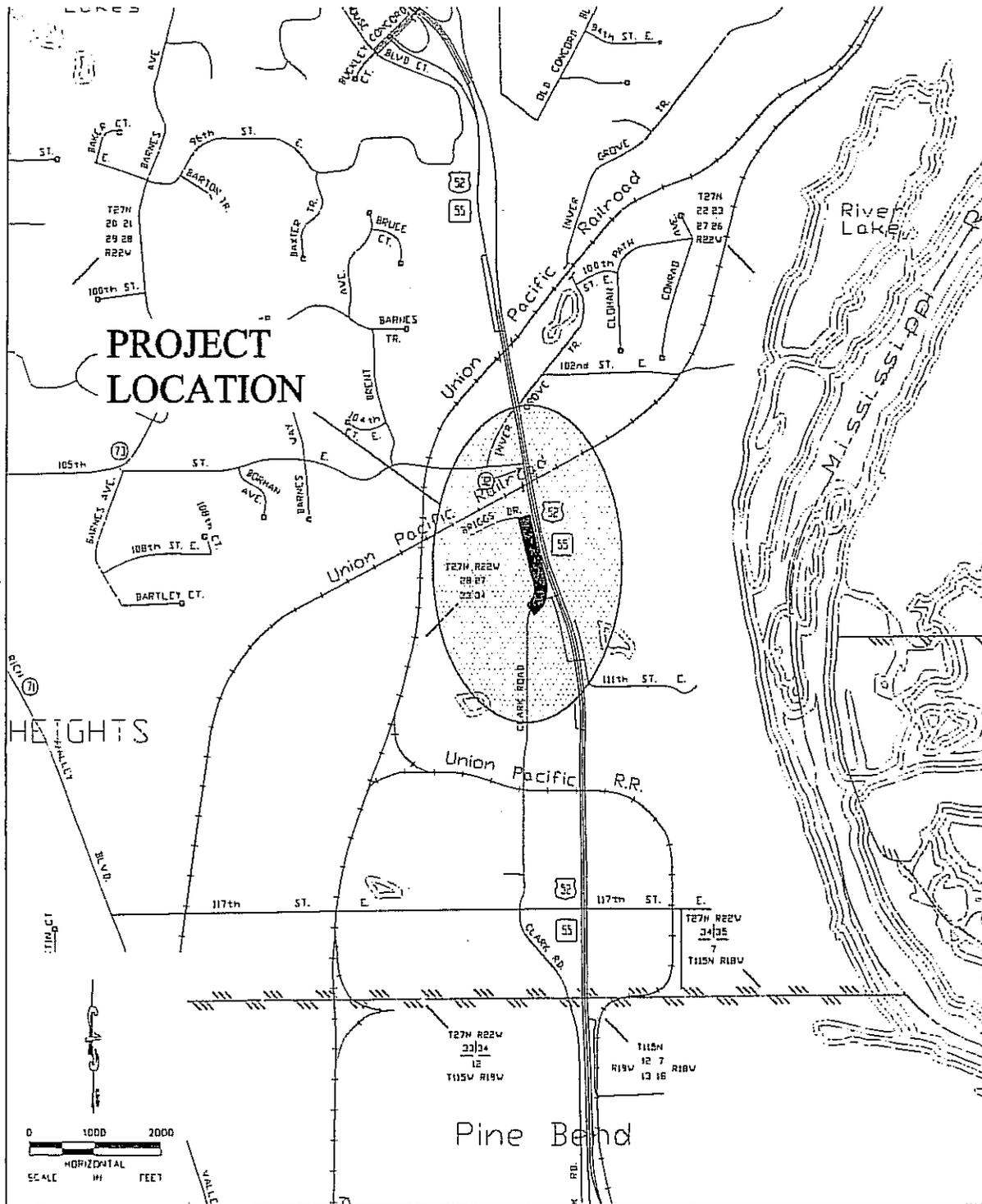
On this ____ day of _____, 2008, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Rheaume to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and the Deputy City Clerk of the City of Inver Grove 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 Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipal corporation.

Notary Public

Exhibit 1

Location Map
Clark Road Improvements
City Project 2007-17

C:\CITY OF IGH\CLARK_RD\DWG\EXHIBITS\Feasibility Report\CLARK_RD-E-H01.dwg September 19, 2007 - 11:05am



 City of
Over Grove Heights
1550 BARBARA AVENUE
OVER GROVE HEIGHTS, MN 55077-3412

 Kimley-Horn
and Associates, Inc.

2250 UNIVERSITY AVE. WEST, SUITE 215M ST. PAUL, MINNESOTA 55114 TEL. NO. (651) 642-4187 FAX. NO. (651) 642-3114

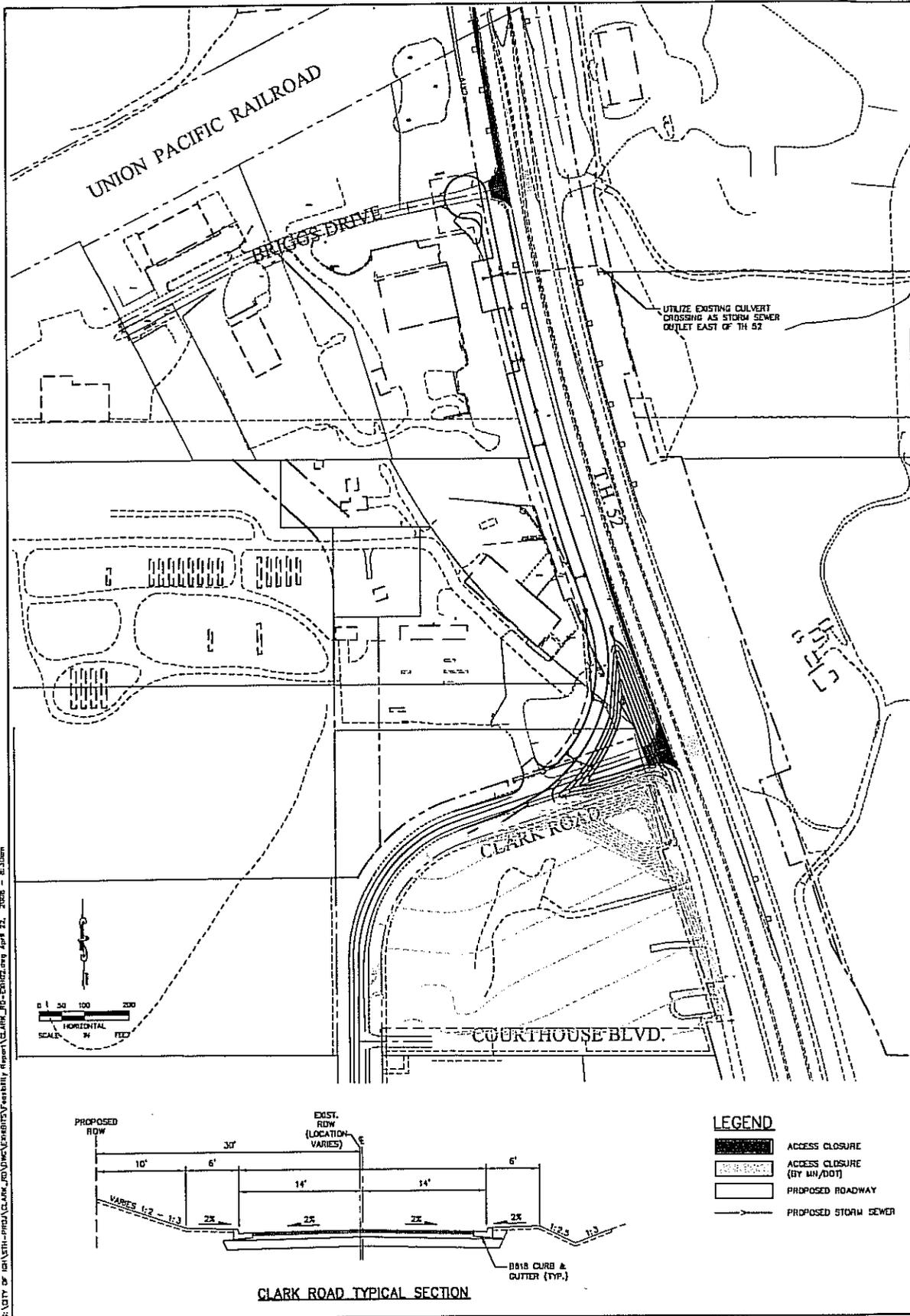
LOCATION MAP

CLARK ROAD IMPROVEMENTS
CITY PROJECT 2007-17

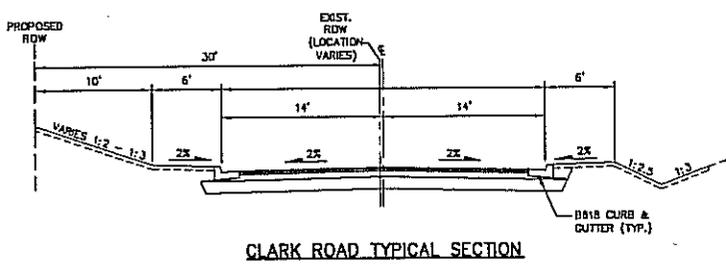
EXHIBIT 1

Exhibit 2

Street and Drainage Improvements Map
Clark Road Improvements
City Project 2007-17



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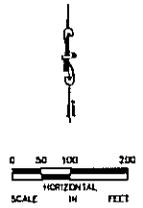


LEGEND

	ACCESS CLOSURE
	ACCESS CLOSURE (BY MN/DOT)
	PROPOSED ROADWAY
	PROPOSED STORM SEWER


 City of
 Inver Grove Heights
 8150 BARBARA AVENUE
 INVER GROVE HEIGHTS, MN 55077-3412


 Kimley-Horn
 and Associates, Inc.



STREET AND DRAINAGE
 IMPROVEMENTS MAP
 CLARK ROAD IMPROVEMENTS
 CITY PROJECT 2007-17
 EXHIBIT 2

Exhibit 3

Property Legal Description
(abstract property)

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

Lot 1, Block 1, TOTAL CONSTRUCTION ADDITION,

AND

That part of Lot 2, Block 1, TOTAL CONSTRUCTION ADDITION, described as follows:

Beginning at the northeast corner of said Lot 2, thence South 16 degrees 50 minutes 49 seconds East, along the east line of said Lot 2, a distance of 233.31 feet; thence North 45 degrees 21 minutes 22 seconds West a distance of 259.41 feet to the northerly line of said Lot 2; thence northeasterly, along said northerly line, to the point of beginning, according to the recorded Plat thereof and situate in Dakota County, Minnesota.

Exhibit 4

Quit Claim Deed
for conveyance of
T.H. 52 Direct Access Rights

DEED TAX DUE: \$ 1.65
Date: May 19, 2008

FOR VALUABLE CONSIDERATION, CRS Management, LLC

a limited liability company under the laws of Minnesota
Grantor, hereby conveys and quitclaims to City of Inver Grove Heights

Grantee, a municipal corporation under the laws of Minnesota
real property in Dakota County, Minnesota, described as follows:

See Exhibit 28, attached hereto and made a part hereof.

together with all hereditaments and appurtenances.

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.

CRS MANAGEMENT, LLC

Affix Deed Tax Stamp Here

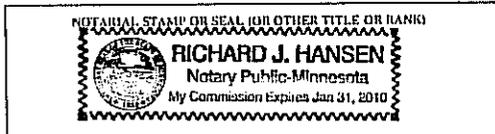
STATE OF MINNESOTA }
COUNTY OF DAKOTA }

By [Signature]
Its member
By Curtis Mates
Its member

This instrument was acknowledged before me on MAY 19th, 2008
(Date)

by STEVEN DATHAY and CURTIS MATES
the MEMBER and MEMBER
of CRS Management, LLC

a limited liability company under the laws of Minnesota
on behalf of the limited liability company



[Signature]
SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

Check here if part or all of the land is Registered (Torrens)
Tax Statements for the real property described in this instrument should be sent to (include name and address of Grantee):

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS):
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

CRS Management, LLC
10730 Briggs Drive, Suite B
Inver Grove Heights, MN 55076

Exhibit 28
Access Rights Legal Description
(abstract property)

All rights of access, including all rights of ingress and egress, to and from State of Minnesota Trunk Highway 52/55, to and from "Grantor's Property" described below:

"Grantor Property" is legally described as:

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

Lot 1, Block 1, TOTAL CONSTRUCTION ADDITION,

AND

That part of Lot 2, Block 1, TOTAL CONSTRUCTION ADDITION, described as follows:

Beginning at the northeast corner of said Lot 2, thence South 16 degrees 50 minutes 49 seconds East, along the east line of said Lot 2, a distance of 233.31 feet; thence North 45 degrees 21 minutes 22 seconds West a distance of 259.41 feet to the northerly line of said Lot 2; thence northeasterly, along said northerly line, to the point of beginning, according to the recorded Plat thereof and situate in Dakota County, Minnesota.;

Together with an appurtenant non-exclusive easement for driveway purposes over and across the northerly 30.00 feet of Lots 1 and 2, Block 1 and over and across the southerly 30.00 feet of Lot 3, Block 1, and Outlot A, TOTAL CONSTRUCTION ADDITION, according to the recorded plat thereof, Dakota County, Minnesota. Said easement was created by the Declaration of Easement dated October 11, 1995 and recorded on December 4, 1995 in the Office of the Dakota County Recorder as Document No. 1315561.

Exhibit 5

Parcel 28 Permanent Street Easement and Temporary Construction Easement
(the " Street Easement")

PARCEL 28 PERMANENT STREET EASEMENT

AND

TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT, made, granted and conveyed this 19th day of MAY, 2008, between **CRS Management, LLC**, a Minnesota limited liability company, hereinafter referred to as the "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."

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

The Landowner in consideration of the sum of One Dollar and other good and valuable consideration to it in hand paid by the City, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto the City, its successors and assigns, the following:

- 1.) **A permanent easement for public street, road, highway and all such purposes ancillary, incident or related thereto** (hereinafter "Permanent Street Easement") under, over, across, through and upon that real property identified and legally described on **Exhibit B**, (hereinafter the "Permanent Street Easement Area") attached hereto and incorporated herein by reference; and
- 2.) **A temporary easement for grading, sloping and construction purposes, and all such purposes ancillary, incident or related thereto** (hereinafter "Temporary Easement") under, over, across, through and upon that real property identified and legally described on **Exhibit B**, (hereinafter the "Temporary Easement Area") attached hereto and incorporated herein by reference. The Temporary Easement shall expire on December 31, 2009.

The Permanent Street Easement rights granted herein are forever and shall include, but not be limited to, the construction, maintenance, repair and replacement of any street, road, highway and all facilities and improvements ancillary, incident or related thereto, under, over, across, through and upon the Permanent Street Easement Area.

EXEMPT FROM STATE DEED TAX

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

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

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

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

The Landowner, for itself and its successors and assigns, does hereby warrant to and covenant with the City, its successors and assigns, that it is well seized in fee of the Landowner's Property described on Exhibit A, and the Permanent Street Easement Area and Temporary Easement Areas described on Exhibit B, and has good right to grant and convey the Permanent Street Easement and the Temporary Easement herein to the City.

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

CRS MANAGEMENT, LLC

By:  _____

Its: *member* _____

CITY OF INVER GROVE HEIGHTS

George Tourville

Its: Mayor

ATTEST:

Melissa Rheaume, Deputy City Clerk

NOTARY BLOCKS

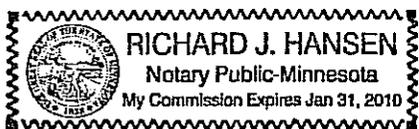
STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this _____ day of _____, 2008, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Rheaume, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and Deputy City Clerk of the **City of Inver Grove Heights**, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed in behalf of said municipality by authority of its City Council and said Mayor and Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this 19th day of MAY, 2008, before me a Notary Public within and for said County, personally appeared STEVEN DAHLBY to me personally known, who being by me duly sworn, did say that he/she is the MEMBER of **CRS Management, LLC**, a Minnesota limited liability company, the entity named in the foregoing instrument, and that said instrument was signed on behalf of said entity by authority of its Board of Governors and said MEMBER acknowledged said instrument to be the free act and deed of the entity.



Richard J. Hansen
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 LANDOWNER'S PROPERTY
(abstract property)

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

Lot 1, Block 1, TOTAL CONSTRUCTION ADDITION,

AND

That part of Lot 2, Block 1, TOTAL CONSTRUCTION ADDITION, described as follows:

Beginning at the northeast corner of said Lot 2, thence South 16 degrees 50 minutes 49 seconds East, along the east line of said Lot 2, a distance of 233.31 feet; thence North 45 degrees 21 minutes 22 seconds West a distance of 259.41 feet to the northerly line of said Lot 2; thence northeasterly, along said northerly line, to the point of beginning, according to the recorded Plat thereof and situate in Dakota County, Minnesota.

(the "Landowner's Property").

EXHIBIT B

LEGAL DESCRIPTION OF EASEMENT AREAS

A permanent easement for public street, road, highway purposes and all such purposes ancillary, incident or related thereto, over, under, across, through and upon that part of the Landowner's Property lying easterly of the following described line:

Beginning at the southeast corner of said Lot 1; thence northwesterly 525.62 feet along the most southerly easterly line of said Lot 1 and its extension northerly, having a radius of 5898.88 feet and a central angle of 5 degrees 06 minutes 19 seconds to the south line of the Northerly 70 feet of said Lot 1 and there terminating; and,

The Easterly 107 feet of the Northerly 70 feet of said Lot 1.

(the "Permanent Street Easement Area").

Together with:

A temporary easement for grading, sloping and construction purposes, and all such purposes ancillary, incident or related thereto over, under, across, through and upon that part of the Landowner's Property lying westerly of the aforementioned Permanent Street Easement Area and lying easterly of the following described line:

Beginning at the intersection of the south line of said Lot 1 and a line drawn parallel with and distant 40 feet westerly of the most southerly easterly line of said Lot 1; thence northwesterly 518.36 feet along said parallel line and its extension northerly, having a radius of 5938.88 feet and a central angle of 5 degrees 00 minutes 03 seconds to the south line of the Northerly 70 feet of said Lot 1 and there terminating; and,

The Westerly 70 feet of the Easterly 177 feet of the Northerly 30 feet of said Lot 1.

Said Temporary Easement shall expire on December 31, 2009.

(the "Temporary Easement Area").

PARCELS 31, 33 AND 34 PUBLIC STREET, UTILITY AND DRAINAGE EASEMENT

AND

TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT, made, granted and conveyed this 27th day of January, 2009, between **Enterprise Products Operating, LLC**, a Texas limited liability company (formerly Enterprise Products Operating L.P., a Delaware limited partnership), hereinafter referred to as the "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."

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

The Landowner in consideration of the sum of One Dollar and other good and valuable consideration to it in hand paid by the City, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto the City, its successors and assigns, the following:

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

- 2.) **A temporary easement for grading, sloping and construction purposes, and all such purposes ancillary, incident or related thereto** (hereinafter "Temporary Easement") under, over, across, through and upon that real property identified and legally described on **Exhibit B**, (hereinafter the "Temporary Easement Area") attached hereto and incorporated herein by reference. The Temporary Easement shall expire on December 31, 2009.

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

EXEMPT FROM STATE DEED TAX

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

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

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

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

The Landowner, for itself and its successors and assigns, does hereby warrant to and covenant with the City, its successors and assigns, that it is well seized in fee of the Landowner's Property described on Exhibit A, and the Permanent Easement Area and Temporary Easement Areas described on Exhibit B, and has good right to grant and convey the Permanent Easement and the Temporary Easement herein to the City.

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

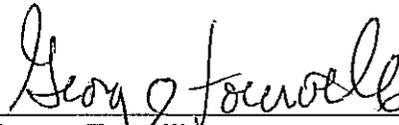
ENTERPRISE PRODUCTS OPERATING, LLC

Formerly:

**ENTERPRISE PRODUCTS OPERATING
L.P.**

CITY OF INVER GROVE HEIGHTS

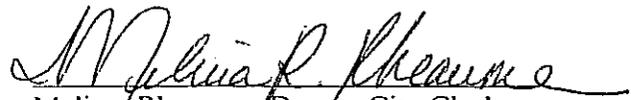
By: 
Kyle L. Webster


George Tourville

Its: Agent & Attorney-in-Fact

Its: Mayor

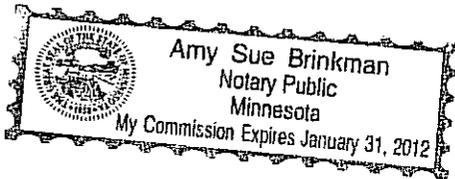
ATTEST:


Melissa Rheaume, Deputy City Clerk

NOTARY BLOCKS

STATE OF MINNESOTA)
)
) ss.
COUNTY OF DAKOTA)

On this 9th day of March, 2009, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Rheurne, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and Deputy City Clerk of the **City of Inver Grove Heights**, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed in behalf of said municipality by authority of its City Council and said Mayor and Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipality.



[Signature]

Notary Public

STATE OF TEXAS §
COUNTY OF HARRIS §

On this 27th day of January, 2009 before me, the undersigned authority, on this day personally appeared Kyle L. Webster known to me to be the person whose name is subscribed to the foregoing instrument and known to me to be Agent and Attorney-in-Fact for ENTERPRISE PRODUCTS OPERATING, LLC, a Texas limited liability company (formerly ENTERPRISE PRODUCTS OPERATING, L.P.) and acknowledged to me that he executed the same on behalf ENTERPRISE PRODUCTS OPERATING, LLC for the purposes therein expressed and in the capacity therein stated.

[Signature]

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

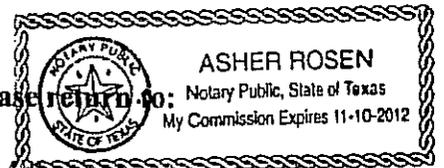


EXHIBIT A

LEGAL DESCRIPTION OF LANDOWNER'S PROPERTY (Torrens property, Certificate No. 142848)

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

That part of Lot 2, Auditor's Subdivision No. 44, Inver Grove, and that part of the Southeast Quarter of the Southwest Quarter of Section 27, Township 27 North, Range 22 West of the 4th Principal Meridian lying West of the Westerly right-of-way of State Trunk Highway No. 55 and 56 described as follows: Beginning at a point on the North line of said Southeast Quarter of the Southwest Quarter which is 133 feet East of the Northwest corner thereof, said point being marked by a judicial landmark; thence Southeasterly to a point on the South line of the North 150.00 feet of said Southeast Quarter of the Southwest Quarter which is 223 feet East of the West line of said Southeast Quarter of the Southwest Quarter when measured along said South line, said point being marked by a judicial landmark; thence West along said South line to said West line, said point being marked by a judicial landmark; thence South along said West line to the North line of Auditor's Subdivision No. 44, Inver Grove, said point being marked by a judicial landmark; thence East along said North line to the Northwest corner of Lot 2 of Auditor's Subdivision, said point being marked by a judicial landmark; thence Southeasterly along the West line of said Lot 2 a distance of 130.45 feet, said point being marked by a judicial landmark; thence North 81 degrees 27 minutes 37 seconds East (assuming the South line of the Southwest Quarter of said Section 27 has a bearing of East) 244.54 feet to the Westerly right-of-way of State Trunk Highway No. 55 and 56, said point being marked by a judicial landmark; thence North 20 degrees 06 minutes 33 seconds West 57.41 feet to a judicial landmark; thence North 20 degrees 06 minutes 33 seconds West 40 feet to a judicial landmark; thence Northwesterly a distance of 324.97 feet along a curve concave to the Northeast and not tangent with the last described line, said curve has a radius of 1482.39 feet, a central angle of 12 degrees 33 minutes 37 seconds, and a chord of said curve bears North 25 degrees 59 minutes 02 seconds West to a judicial landmark; thence South 69 degrees 45 minutes 15 seconds West 16 feet to a point on a 5729.58 foot radius non-tangential curve, said point being marked by a judicial landmark, the center of said curve bears North 70 degrees 28 minutes 14 seconds East from said point; thence Northwesterly along said curve to a point on the North line of said Southeast Quarter of the Southwest Quarter, said point being marked by a judicial landmark; thence Westerly to the point of beginning.

EXCEPTING THEREFROM:

That part of Lot 2, Auditor's Subdivision No. 44, Inver Grove, and that part of the Southeast Quarter of the Southwest Quarter of Section 27, Township 27 North, Range 22 West of the 4th Principal Meridian lying West of the Westerly right-of-way of State Trunk Highway No. 55 and 56 described as follows:

Commencing at a point on the North line of said Southeast Quarter of the Southwest Quarter which is 133 feet East of the Northwest corner thereof, said point being marked by a judicial landmark; thence Southeasterly to a point on the South line of the North 150.00 feet of said Southeast Quarter of the Southwest Quarter which is 223 feet East of the West line of said Southeast Quarter of the Southwest Quarter when measured along said South line, said point being marked by a judicial landmark; thence West along said South line to said West line, said point being marked by a judicial landmark; thence South along said West line to the North line of Auditor's Subdivision No. 44, Inver Grove, said point being marked by a judicial landmark; thence East along said North line to the Northwest corner of Lot 2 of said Auditor's Subdivision, said point being marked by a judicial landmark and being the point of beginning; thence Southeasterly along the West line of said Lot 2 a distance of 130.45 feet, said point being marked by a judicial landmark; thence North 81 degrees 27 minutes 37 seconds East (assuming the South line of the Southwest Quarter of said Section 27 has a bearing of East) 244.54 feet to the Westerly right-of-way of State Trunk Highway No. 55 and 56, said point being marked by a judicial landmark; thence North 20 degrees 06 minutes 33 seconds West 57.41 feet to a judicial landmark; thence North 20 degrees 06 minutes 33 seconds West along said West line of right-of-way of State Trunk Highway No. 55 and 56 to intersect with the easterly production of the North line of said Lot 2; thence along the North line of said Lot 2 and its Easterly production to the point of beginning.

(the "Landowner's Property").

EXHIBIT B
LEGAL DESCRIPTION OF EASEMENT AREAS

A **permanent easement for public street, road, highway purposes; utility and drainage purposes; and, all such purposes ancillary, incident or related thereto**, over, under, across, through and upon that part of the Landowner's Property lying easterly of the following described line:

Commencing at the most easterly corner of Outlot D, GAINNEY ADDITION, Dakota County, Minnesota; thence on an assumed bearing of South 72 degrees 02 minutes 33 seconds West along the southeasterly line of said Outlot D 233.69 feet to the point of beginning of said line to be described; thence northeasterly 213.40 feet along a non-tangential curve to the left having a radius of 295.00 feet and a central angle of 41 degrees 26 minutes 47 seconds; thence North 3 degrees 15 minutes 41 seconds West 36.63 feet; thence North 4 degrees 38 minutes 33 seconds West 101.40 feet to the Westerly right-of-way of State Trunk Highway No. 55 and 56 and there terminating.

(the "Permanent Easement Area").

Together with:

A **temporary easement for grading, sloping and construction purposes, and all such purposes ancillary, incident or related thereto** over, under, across, through and upon that part of the Landowner's Property lying westerly of the aforementioned Permanent Easement Area and lying easterly of the following described line:

Commencing at the most easterly corner of Outlot D, GAINNEY ADDITION, Dakota County, Minnesota; thence on an assumed bearing of South 72 degrees 02 minutes 33 seconds West along the southeasterly line of said Outlot D 284.58 feet to the point of beginning of said line to be described; thence North 17 degrees 57 minutes 27 seconds West 26.85 feet to a point hereinafter referred to as Point A; thence northeasterly 356.40 feet along a non-tangential curve to the left having a radius of 255.00 feet and a central angle of 80 degrees 04 minutes 46 seconds, the center of said curve bears North 29 degrees 41 minutes 47 seconds West from said Point A; thence northwesterly 391.79 feet along a tangential curve to the right having a radius of 5554.34 feet and a central angle of 4 degrees 02 minutes 29 seconds to the north line of said Southeast Quarter of the Southwest Quarter and there terminating.

Said Temporary Easement shall expire on December 31, 2009.
(the "Temporary Easement Area").

L:\CLIENTS\810\81000\09012\Parcel 31, 33 & 34 - Enterprise Products\Perm Public Street, Utility and Drainage Easement with TE, December, 2008.doc

QUIT CLAIM DEED

Business Entity to Business Entity (Top 3 inches reserved for recording data)

DEED TAX DUE: \$ 1.65

DATE: 02/10/09 (month/day/year)

FOR VALUABLE CONSIDERATION, ENTERPRISE PRODUCTS OPERATING, LLC (formerly ENTERPRISE PRODUCTS OPERATING, L.P.) (insert name of Grantor)

a liability company limited partnership under the laws of Texas ("Grantor").

hereby conveys and quitclaims to City of Inver Grove Heights (insert name of Grantee)

a municipal corporation under the laws of Minnesota ("Grantee"),

real property in Dakota County, Minnesota, legally described as follows:

See Exhibit 31, 33 and 34, attached hereto and made a part hereof.

Consideration for this transaction is less than \$500.00.

Check here if all or part of the described real property is Registered (Torrens) together with all hereditaments and appurtenances.

Check applicable box:

- 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.

By: ENTERPRISE PRODUCTS OLPGP, Inc., for: ENTERPRISE PRODUCTS OPERATING, LLC (formerly ENTERPRISE PRODUCTS OPERATING, L.P.) (name of Grantor)

By: Jason A. Balasch Vice President (signature)

Its: (type of authority)

By: Leonard W. Mallett Senior Vice President, Engineering (signature)

State of TEXAS, County of HARRIS

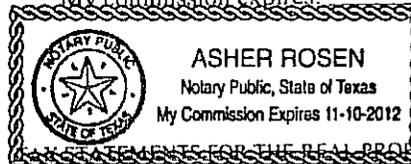
This instrument was acknowledged before me on 02/10/2009, by Leonard W. Mallett
(month/day/year) (name of authorized signer)
as Senior Vice President, Engineering
(type of authority)

and by Jason A. Balasch
(name of authorized signer)
Vice President - Fractionation
as and NGL Pipelines of ENTERPRISE PRODUCTS OPERATING, LLC, general partner
(type of authority) (name of Grantor)
on behalf of ENTERPRISE PRODUCTS OPERATING, LLC (formerly ENTERPRISE PRODUCTS OPERATING, L.P.)

(Seal, if any)

Asher Rosen
(signature of notarial officer)
Title (and Rank): Land Representative

My commission expires: _____
(month/day/year)



STATEMENTS FOR THE REAL PROPERTY DESCRIBED IN THIS INSTRUMENT SHOULD BE SENT TO:
(insert name and address of Grantee to whom tax statements should be sent)

ENTERPRISE PRODUCTS OPERATING, L.P.
c/o Ad Valorem Tax Dept. 401
P.O. Box 4018
Houston, TX 77210-4018

THIS INSTRUMENT WAS DRAFTED BY:
(insert name and address)

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 31, 33 and 34
Access Rights Legal Description
(part abstract property and part Torrens property, Certificate No. 142848)

All rights of access, including all rights of ingress and egress, to and from State of Minnesota Trunk Highway 52/55, to and from "Grantor's Property" described below:

"Grantor Property" is legally described as:

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

That part of Lot 2, Auditor's Subdivision No. 44, Inver Grove, and that part of the Southeast Quarter of the Southwest Quarter of Section 27, Township 27 North, Range 22 West of the 4th Principal Meridian lying West of the Westerly right-of-way of State Trunk Highway No. 55 and 56 described as follows: Beginning at a point on the North line of said Southeast Quarter of the Southwest Quarter which is 133 feet East of the Northwest corner thereof, said point being marked by a judicial landmark; thence Southeasterly to a point on the South line of the North 150.00 feet of said Southeast Quarter of the Southwest Quarter which is 223 feet East of the West line of said Southeast Quarter of the Southwest Quarter when measured along said South line, said point being marked by a judicial landmark; thence West along said South line to said West line, said point being marked by a judicial landmark; thence South along said West line to the North line of Auditor's Subdivision No. 44, Inver Grove, said point being marked by a judicial landmark; thence East along said North line to the Northwest corner of Lot 2 of Auditor's Subdivision, said point being marked by a judicial landmark; thence Southeasterly along the West line of said Lot 2 a distance of 130.45 feet, said point being marked by a judicial landmark; thence North 81 degrees 27 minutes 37 seconds East (assuming the South line of the Southwest Quarter of said Section 27 has a bearing of East) 244.54 feet to the Westerly right-of-way of State Trunk Highway No. 55 and 56, said point being marked by a judicial landmark; thence North 20 degrees 06 minutes 33 seconds West 57.41 feet to a judicial landmark; thence North 20 degrees 06 minutes 33 seconds West 40 feet to a

judicial landmark; thence Northwesterly a distance of 324.97 feet along a curve concave to the Northeast and not tangent with the last described line, said curve has a radius of 1482 .39 feet, a central angle of 12 degrees 33 minutes 37 seconds, and a chord of said curve bears North 25 degrees 59 minutes 02 seconds West to a judicial landmark; thence South 69 degrees 45 minutes 15 seconds West 16 feet to a point on a 5729.58 foot radius non-tangential curve, said point being marked by a judicial landmark, the center of said curve bears North 70 degrees 28 minutes 14 seconds East from said point; thence Northwesterly along said curve to a point on the North line of said Southeast Quarter of the Southwest Quarter, said point being marked by a judicial landmark; thence Westerly to the point of beginning.

EXCEPTING THEREFROM:

That part of Lot 2, Auditor's Subdivision No. 44, Inver Grove, and that part of the Southeast Quarter of the Southwest Quarter of Section 27, Township 27 North, Range 22 West of the 4th Principal Meridian lying West of the Westerly right-of-way of State Trunk Highway No. 55 and 56 described as follows:

Commencing at a point on the North line of said Southeast Quarter of the Southwest Quarter which is 133 feet East of the Northwest corner thereof, said point being marked by a judicial landmark; thence Southeasterly to a point on the South line of the North 150.00 feet of said Southeast Quarter of the Southwest Quarter which is 223 feet East of the West line of said Southeast Quarter of the Southwest Quarter when measured along said South line, said point being marked by a judicial landmark; thence West along said South line to said West line, said point being marked by a judicial landmark; thence South along said West line to the North line of Auditor's Subdivision No. 44, Inver Grove, said point being marked by a judicial landmark; thence East along said North line to the Northwest corner of Lot 2 of said Auditor's Subdivision, said point being marked by a judicial landmark and being the point of beginning; thence Southeasterly along the West line of said Lot 2 a distance of 130.45 feet, said point being marked by a judicial landmark; thence North 81 degrees 27 minutes 37 seconds East (assuming the South line of the Southwest Quarter of said Section 27 has a bearing of East) 244.54

feet to the Westerly right-of-way of State Trunk Highway No. 55 and 56, said point being marked by a judicial landmark; thence North 20 degrees 06 minutes 33 seconds West 57.41 feet to a judicial landmark; thence North 20 degrees 06 minutes 33 seconds West along said West line of right-of-way of State Trunk Highway No. 55 and 56 to intersect with the easterly production of the North line of said Lot 2; thence along the North line of said Lot 2 and its Easterly production to the point of beginning.

AND

All rights of access, including all rights of ingress and egress, to and from State of Minnesota Trunk Highway 52/55 over and across the 100 foot wide Clark Road intersection with State of Minnesota Trunk Highway 52/55 as shown on the plat of GAINNEY ADDITION on file and of record in the Office of the Dakota County Recorder.

AND

All rights of access, including all rights of ingress and egress, to and from the easterly 234.07 feet of Clark Road as measured along the centerline of Clark Road described as follows: Beginning at the 100 foot wide Clark Road intersection with State of Minnesota Trunk Highway 52/55 as shown on the plat of GAINNEY ADDITION on file and of record in the Office of the Dakota County Recorder; thence 234.07 feet southwesterly along the centerline of Clark Road having an assumed bearing of South 72 degrees 02 minutes 33 seconds West and there terminating.

PARCEL 35 PERMANENT PUBLIC STREET, UTILITY AND DRAINAGE EASEMENT

AND

TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT, made, granted and conveyed this 27th day of January, 2009, between **Enterprise Products Operating, LLC**, a Texas limited liability company (formerly Enterprise Products Operating L.P., a Delaware limited partnership), and **Ferrellgas, L.P.**, a Delaware limited partnership, hereinafter collectively referred to as the "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."

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

The Landowner in consideration of the sum of One Dollar and other good and valuable consideration to it in hand paid by the City, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto the City, its successors and assigns, the following:

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

- 2.) **A temporary easement for grading, sloping and construction purposes, and all such purposes ancillary, incident or related thereto** (hereinafter "Temporary Easement") under, over, across, through and upon that real property identified and legally described on **Exhibit B**, (hereinafter the "Temporary Easement Area") attached hereto and incorporated herein by reference. The Temporary Easement shall expire on December 31, 2009.

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

EXEMPT FROM STATE DEED TAX

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

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

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

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

The Landowner, for itself and its successors and assigns, does hereby warrant to and covenant with the City, its successors and assigns, that it is well seized in fee of the Landowner's Property described on Exhibit A, and the Permanent Easement Area and Temporary Easement Areas described on Exhibit B, and has good right to grant and convey the Permanent Easement and the Temporary Easement herein to the City.

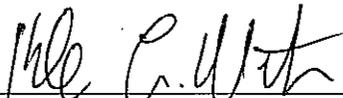
IN TESTIMONY WHEREOF, the Landowner and the City have caused this Easement to be executed as of the day and year first above written.

ENTERPRISE PRODUCTS OPERATING, LLC

Formerly:

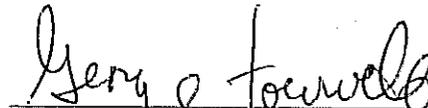
**ENTERPRISE PRODUCTS OPERATING
L.P.**

By: _____


Kyle L. Webster

Its: Agent & Attorney-in-Fact

CITY OF INVER GROVE HEIGHTS


George Tourville

Its: Mayor

~~FERRELLGAS, L.P.~~

By: _____

Its: _____

ATTEST:


Melissa Rheaume, Deputy City Clerk

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

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

The Landowner, for itself and its successors and assigns, does hereby warrant to and covenant with the City, its successors and assigns, that it is well seized in fee of the Landowner's Property described on Exhibit A, and the Permanent Easement Area and Temporary Easement Areas described on Exhibit B, and has good right to grant and convey the Permanent Easement and the Temporary Easement herein to the City.

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

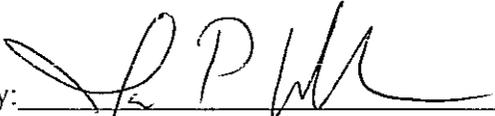
**ENTERPRISE PRODUCTS OPERATING
L.P.**

By: _____

Its: _____

FERRELLGAS, L.P.

By: FERRELLGAS, INC., ITS GENERAL PARTNER

By:  _____

Its: DIRECTOR OF REAL ESTATE _____

CITY OF INVER GROVE HEIGHTS

George Tourville _____

Its: Mayor

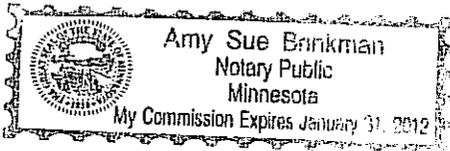
ATTEST:

Melissa Rheume, Deputy City Clerk _____

NOTARY BLOCKS

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 9th day of March, 2009, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Rheaurme, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and Deputy City Clerk of the **City of Inver Grove Heights**, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed in behalf of said municipality by authority of its City Council and said Mayor and Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipality.

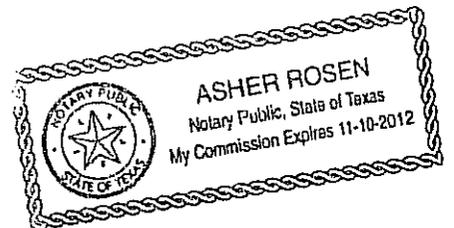


[Signature]
Notary Public

STATE OF TEXAS §
COUNTY OF HARRIS §

On this 27th day of January, 2009 before me, the undersigned authority, on this day personally appeared Kyle L. Webster known to me to be the person whose name is subscribed to the foregoing instrument and known to me to be Agent and Attorney-in-Fact for ENTERPRISE PRODUCTS OPERATING, LLC, a Texas limited liability company (formerly ENTERPRISE PRODUCTS OPERATING, L.P.) and acknowledged to me that he executed the same on behalf ENTERPRISE PRODUCTS OPERATING, LLC for the purposes therein expressed and in the capacity therein stated.

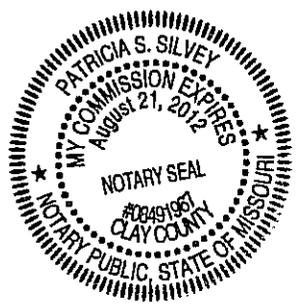
[Signature]
Notary Public



STATE OF Mo)
)
COUNTY OF Clay) ss.

On this 2nd day of December, 2008, before me a Notary Public within and for said County, personally appeared Jason P. Cullen to me personally known, who being by me duly sworn, did say that he/she is the Director of Real Estate of Ferrellgas, L.P., a Delaware limited partnership, the entity named in the foregoing instrument, and that said instrument was signed on behalf of said entity by authority of its Partners and said Director acknowledged said instrument to be the free act and deed of the entity.

Patricia S. Silvey
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 LANDOWNER'S PROPERTY
(part abstract property and part Torrens property, Certificate No. 142848)

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

Outlot D, GAINEY ADDITION, Dakota County, Minnesota.

(the "Landowner's Property").

EXHIBIT B

LEGAL DESCRIPTION OF EASEMENT AREAS

A permanent easement for public street, road, highway purposes; utility and drainage purposes; and, all such purposes ancillary, incident or related thereto, over, under, across, through and upon that part of the Landowner's Property lying easterly of the following described line:

Commencing at the most easterly corner of said Outlot D, GAINNEY ADDITION, Dakota County, Minnesota; thence on an assumed bearing of South 72 degrees 02 minutes 33 seconds West along the southeasterly line of said Outlot D 233.69 feet to the point of beginning of said line to be described; thence northeasterly 213.40 feet along a non-tangential curve to the left having a radius of 295.00 feet and a central angle of 41 degrees 26 minutes 47 seconds and there terminating. The center of said curve bears North 38 degrees 20 minutes 47 seconds West 295.00 feet from said point of beginning.

(the "Permanent Easement Area").

Together with:

A temporary easement for grading, sloping and construction purposes, and all such purposes ancillary, incident or related thereto over, under, across, through and upon that part of the Landowner's Property lying westerly of the aforementioned Permanent Easement Area and easterly of the following described line:

Commencing at the most easterly corner of said Outlot D; thence on an assumed bearing of South 72 degrees 02 minutes 33 seconds West along the southeasterly line of said Outlot D 284.58 feet to the point of beginning of said line to be described; thence North 17 degrees 57 minutes 27 seconds West 26.85 feet to a point hereinafter referred to as Point A; thence northeasterly 356.40 feet along a non-tangential curve to the left having a radius of 255.00 feet and a central angle of 80 degrees 04 minutes 46 seconds and there terminating. The center of said curve bears North 29 degrees 41 minutes 47 seconds West 255.00 feet from said Point A.

Said Temporary Easement shall expire on December 31, 2009.

(the "Temporary Easement Area").

QUIT CLAIM DEED

Business Entity to Business Entity (Top 3 inches reserved for recording data)

DEED TAX DUE: \$ 1.65

DATE: 12/22/08
(month/day/year)

FOR VALUABLE CONSIDERATION, FERRELLGAS, L.P.
(insert name of Grantor)

a limited partnership under the laws of Delaware, ("Grantor"),
hereby conveys and quitclaims to City of Inver Grove Heights
(insert name of Grantee)

a municipal corporation under the laws of Minnesota, ("Grantee"),

real property in Dakota County, Minnesota, legally described as follows:

See Exhibit 35, attached hereto and made a part hereof.

Consideration for this transaction is less than \$500.00.

Check here if all or part of the described real property is Registered (Torrens)
together with all hereditaments and appurtenances.

Check applicable box:

- 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

FERRELLGAS, L.P. by Ferrellgas, Inc.
(name of Grantor)

By: [Signature]
(signature)

Its: Director of Real Estate
(type of authority)

By: _____
(signature)

Its: _____
(type of authority)

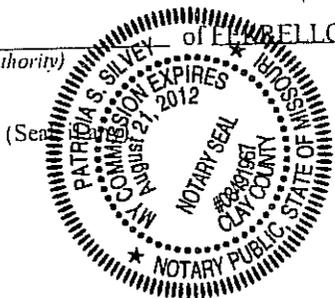
State of Missouri, County of Clay

This instrument was acknowledged before me on 12/22/08, by Jason P. Cullen
(month/day/year) (name of authorized signer)

as Director of Real Estate & Office Services
(type of authority)

and by _____
(name of authorized signer)

as _____ of ELLABELLGAS, L.P.
(type of authority) (name of Grantor)



Patricia S. Silvey
(signature of notarial officer)

Title (and Rank): _____

My commission expires: August 21, 2012
(month/day/year)

TAX STATEMENTS FOR THE REAL PROPERTY DESCRIBED IN THIS INSTRUMENT SHOULD BE SENT TO:
(insert name and address of Grantee to whom tax statements should be sent)

ENTERPRISE PRODUCTS OPERATING, L.P.
c/o Ad Valorem Tax Dept. 401
P.O. Box 4018
Houston, TX 77210-4018

THIS INSTRUMENT WAS DRAFTED BY:
(insert name and address)

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 35
Access Rights Legal Description
(part abstract property and part Torrens property, Certificate No. 142848)

All rights of access, including all rights of ingress and egress, to and from State of Minnesota Trunk Highway 52/55, to and from "Grantor's Property" described below:

"Grantor Property" is legally described as:

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

Outlot D, GAINNEY ADDITION, Dakota County,
Minnesota.

AND

All rights of access, including all rights of ingress and egress, to and from State of Minnesota Trunk Highway 52/55 over and across the 100 foot wide Clark Road intersection with State of Minnesota Trunk Highway 52/55 as shown on the plat of GAINNEY ADDITION on file and of record in the Office of the Dakota County Recorder.

AND

All rights of access, including all rights of ingress and egress, to and from the easterly 234.07 feet of Clark Road as measured along the centerline of Clark Road described as follows: Beginning at the 100 foot wide Clark Road intersection with State of Minnesota Trunk Highway 52/55 as shown on the plat of GAINNEY ADDITION on file and of record in the Office of the Dakota County Recorder; thence 234.07 feet southwesterly along the centerline of Clark Road having an assumed bearing of South 72 degrees 02 minutes 33 seconds West and there terminating.

QUIT CLAIM DEED

Business Entity to Business Entity (Top 3 inches reserved for recording data)

DEED TAX DUE: \$ 1.65

DATE: 02/10/09 (month/day/year)

FOR VALUABLE CONSIDERATION, ENTERPRISE PRODUCTS OPERATING, LLC (formerly ENTERPRISE PRODUCTS OPERATING, L.P.) (insert name of Grantor)

a liability company limited ~~XXXXXX~~ under the laws of Texas ~~XXXXXX~~ ("Grantor"),

hereby conveys and quitclaims to City of Inver Grove Heights (insert name of Grantee)

a municipal corporation under the laws of Minnesota ("Grantee"),

real property in Dakota County, Minnesota, legally described as follows:

See Exhibit 35, attached hereto and made a part hereof.

Consideration for this transaction is less than \$500.00.

Check here if all or part of the described real property is Registered (Torrens) together with all hereditaments and appurtenances. [checked]

By: ENTERPRISE PRODUCTS OLPGP, Inc, for Grantor ENTERPRISE PRODUCTS OPERATING, LLC (formerly ENTERPRISE PRODUCTS OPERATING, L.P.) (name of Grantor)

Check applicable box:

[] The Seller certifies that the Seller does not know of any wells on the described real property.

[] A well disclosure certificate accompanies this document.

[x] 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: J.A. Balasch (signature) 2-10-09

Jason A. Balasch Vice President

Its: (type of authority)

By: Leonard W. Mallett (signature)

Senior Vice President, Engineering

Its: (type of authority)

State of TEXAS, County of HARRIS

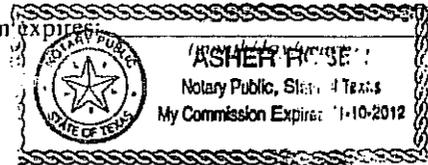
This instrument was acknowledged before me on 02/10/2009, by Leonard W. Mallett
(month/day/year) (name of authorized signer)
as Senior Vice President - Engineering
(type of authority)

and by Jason A. Balasch
(name of authorized signer)
as Vice President - Fractionation
(type of authority) of and NGL Pipelines of ENTERPRISE PRODUCTS OPERATING, LLC ~~XXXXXX~~ OLPGP, Inc., general partner
(name of Grantor)
on behalf of ENTERPRISE PRODUCTS OPERATING, LLC (formerly ENTERPRISE PRODUCTS OPERATING, L.P.)

(Seal, if any)

[Signature]
(signature of notarial officer)
Title (and Rank): Land Representative
gmm
2-10-09

My commission expires



TAX STATEMENTS FOR THE REAL PROPERTY DESCRIBED IN THIS INSTRUMENT SHOULD BE SENT TO:
(insert name and address of Grantee to whom tax statements should be sent)

ENTERPRISE PRODUCTS OPERATING, L.P.
c/o Ad Valorem Tax Dept. 401
P.O. Box 4018
Houston, TX 77210-4018

THIS INSTRUMENT WAS DRAFTED BY:
(insert name and address)

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 35
Access Rights Legal Description
(part abstract property and part Torrens property, Certificate No. 142848)

All rights of access, including all rights of ingress and egress, to and from State of Minnesota Trunk Highway 52/55, to and from "Grantor's Property" described below:

"Grantor Property" is legally described as:

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

Outlot D, GAINEY ADDITION, Dakota County,
Minnesota.

AND

All rights of access, including all rights of ingress and egress, to and from State of Minnesota Trunk Highway 52/55 over and across the 100 foot wide Clark Road intersection with State of Minnesota Trunk Highway 52/55 as shown on the plat of GAINEY ADDITION on file and of record in the Office of the Dakota County Recorder.

AND

All rights of access, including all rights of ingress and egress, to and from the easterly 234.07 feet of Clark Road as measured along the centerline of Clark Road described as follows: Beginning at the 100 foot wide Clark Road intersection with State of Minnesota Trunk Highway 52/55 as shown on the plat of GAINEY ADDITION on file and of record in the Office of the Dakota County Recorder; thence 234.07 feet southwesterly along the centerline of Clark Road having an assumed bearing of South 72 degrees 02 minutes 33 seconds West and there terminating.

**CITY OF INVER GROVE HEIGHTS
CLARK ROAD IMPROVEMENTS, CITY PROJECT 2007-17,
TRUNK HIGHWAY 52 DIRECT ACCESS RIGHTS
CONVEYANCE AND WAIVER AGREEMENT, PARCEL 37**

This Agreement by and between the City and the Property Owner.

Article 1
Definitions

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

1.2 **Agreement.** "Agreement" means this City of Inver Grove Heights Clark Road Improvements, City Project 2007-17, Trunk Highway 52 Direct Access Rights Conveyance and Waiver Agreement.

1.3 **Agreement Date.** "Agreement Date" means the date that both the Property Owner and the City have completed the execution of the Agreement in the presence of a notary.

1.4 **Property Owner.** "Property Owner" means Rodger O. Espeseth and Sherryl A. Espeseth, husband and wife, and their successors and assigns.

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

1.6 **Project.** "Project" means Clark Road Improvements, City Project 2007-17, as shown in Exhibits 1 and 2, attached hereto and made a part hereof.

1.7 **Property.** "Property" means Property Owner's real property addressed as 10900 Clark Road, Inver Grove Heights, MN 55115, and legally described on Exhibit 3, attached hereto and made a part hereof.

1.8 T.H. 52 Direct Access Rights. "T.H. 52 Direct Access Rights" means all rights of access, including all rights of ingress and egress, to and from the Property directly to and from State of Minnesota's Trunk Highway 52, as described in the Quit Claim Deed attached hereto as Exhibit 4 and made a part hereof.

1.9 Clark Road Direct Access Rights. "Clark Road Direct Access Rights" means all rights of access, including all rights of ingress and egress, to and from the Property directly to and from Clark Road, as described in the Quit Claim Deed attached hereto as Exhibit 4 and made a part hereof.

Article 2 Recitals

Recital No. 1. The Project provides for the extension of Clark Road from its existing intersection with Trunk Highway 52 northerly along the westerly right-of-way of said Trunk Highway 52 leading to a cul-de-sac that would replace the private Briggs Drive direct access intersection with Trunk Highway 52. Exhibits 1 and 2 depict City Project 2007-17 which would result in the closure of direct access to and from Trunk Highway 52 to and from the existing private Briggs Drive and the existing public Clark Road intersections with said Trunk Highway 52. In the after condition, the Property access to and from Trunk Highway 52 would be restricted to Clark Road (serving as an approximate one mile westerly frontage road as shown in Exhibit 1) leading to and from the existing controlled access interchange of 117th Street and Trunk Highway 52.

Recital No. 2. The City has determined that the Project could be financially feasible if the Property Owner (and other property owners) that currently possess the T.H. 52 Direct Access Rights to and from private Briggs Drive and public Clark Road would convey to the City the T.H. 52 Direct Access Rights without monetary compensation paid therefore and waive any claims for the change in access to and from the Property as a result of the Project.

Recital No. 3. The City is willing to construct the Project at the City's expense without any special assessments levied against the Property provided that the City is able to secure voluntary conveyances of the T.H. 52 Direct Access Rights to and from private Briggs Drive and public Clark Road.

Recital No. 4. The Property Owner is willing to convey and quit claim the T.H. 52 Direct Access Rights to the City in return for the City awarding a construction contract for the Project. If the City fails to award a construction contract for the Project by December 31, 2009, this Agreement shall be null and void.

Recital No. 5. The Property Owner is also willing to convey and quitclaim the Clark Road Direct Access Rights if the Project proceeds causing a realignment of Clark Road and negating the Property Owner's need for the Clark Road Direct Access Rights described in the Quit Claim Deed attached hereto as Exhibit 4.

Recital No. 5. The Property Owner and City agree that these Article 2 Recitals are material terms of this Agreement.

Article 3
Consideration

3.1 **Consideration.** The Property Owner agrees to: a) comply with the terms of this Agreement, b) execute the Quit Claim Deed (shown in Exhibit 4), and c) deliver the Quit Claim Deed to the City upon execution of this Agreement to be held in trust by the City and only recorded after the City has awarded a construction contract for the Project on or before December 31, 2009. The City agrees a) to only record said Quit Claim Deed (at the City's expense) after the City has awarded a construction contract for the Project on or before December 31, 2009, b) that the City shall not specially assess the Property for the Project, c) to return said Quit Claim Deed to the Property Owner if the City fails to award a construction contract for the Project on or before December 31, 2009, and d) that the City shall remove a power pole (which is no longer used or needed for utility purposes) currently located on the Property as requested by the Property Owner (provided that the City has awarded a construction contract for the Project on or before December 31, 2009 deadline) and said power pole removal shall be paid for by the City as a Project cost. Property Owner acknowledges and agrees that this Agreement constitutes sufficient consideration for conveyance contained in Article 3 and for the waiver contained in Article 4, below.

Article 4
Waiver

4.1 **Waiver.** For good and valuable consideration, the Property Owner, for itself, its successors and assigns of any Property interest, and for anyone claiming to be acting on its behalf, does hereby irrevocably waive all actions, causes of action, suits, rights, claims and demands whatsoever, including attorney's fees of any nature whatsoever, whether or not well-founded in fact or in law, known or unknown, contingent or non-contingent, and whether or not based upon statute or common law, against the City, arising out of the Property Owner's loss of the T.H. 52 Direct Access Rights, the Clark Road Direct Access Rights, and/or arising out of the change in access to and from the Property caused by the Project. This waiver shall become effective upon the recording of the Quit Claim Deed shown in Exhibit 4.

Article 5
Miscellaneous

5.1 **Breach.** In the event that the Property Owner, its successors or assigns, breach this Agreement, the Property Owner agrees to pay the City's reasonable attorney fees, expenses, and costs to enforce this Agreement. In the event that the City, its successors or assigns, breach this Agreement, the City agrees to pay Property Owner's reasonable attorney fees, expenses and costs to

enforce this Agreement.

5.2 **Applicable Law.** This Agreement shall be construed, performed, and enforced, and the legal rights, obligations, and relations between the parties hereto shall be determined under the laws of the State of Minnesota applicable to contracts made and to be performed in such State.

5.3 **Headings.** The paragraph headings appearing in this Agreement are for convenience only, are not part of this Agreement, and are not to be considered in interpreting this Agreement.

5.4 **Severability.** The provisions of this Agreement are severable. If any paragraph, sentence, clause, or phrase of this Agreement is for any reason held contrary to law or contrary to any rule or regulation having the force of law, such decision shall not affect the remaining portions of this Agreement.

5.5 **Binding Effect.** This Agreement shall be binding upon the parties and their successors and assigns as well as all subsidiaries and affiliates of any party.

5.6 **Counterparts.** This Agreement may be executed in more than one counterpart, each of which shall be deemed to be an original but all of which taken together shall be deemed a single instrument.

5.7 **Notice To Property Buyers.** The Property Owner agrees to notify and provide any buyer of the Property with an executed copy of this Agreement if the Property Owners sells any interest in the Property following the execution of this Agreement and prior to December 31, 2009. The Property Owner agrees to require any future owner of the Property to execute and deliver a Quit Claim Deed (as shown in Exhibit 4) to the City upon the sale of any interest in the Property prior to December 31, 2009.

5.8 **Recording.** The City may record this Agreement at the City's expense.

[THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

In Witness Whereof, the parties have executed this Agreement.

City of Inver Grove Heights

By: _____
George Tourville

ATTEST:

Melissa Rheume
Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this ____ day of _____, 2009, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Rheume 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 Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipal corporation.

Notary Public

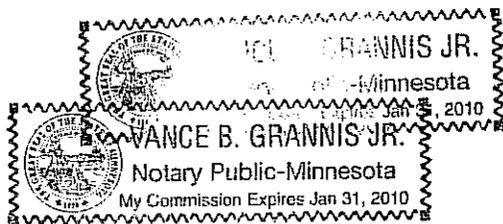
Property Owner: Rodger O. Espeseth and Sherryl A. Espeseth

By: Rodger O. Espeseth
Rodger O. Espeseth

By: Sherryl A. Espeseth
Sherryl A. Espeseth

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 1st day of March, 2009, before me a Notary Public within and for said County, personally appeared Rodger O. Espeseth and Sherryl A. Espeseth, husband and wife, to me personally known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.



Vance B. Grannis Jr.
Notary Public

This instrument drafted by:

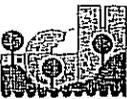
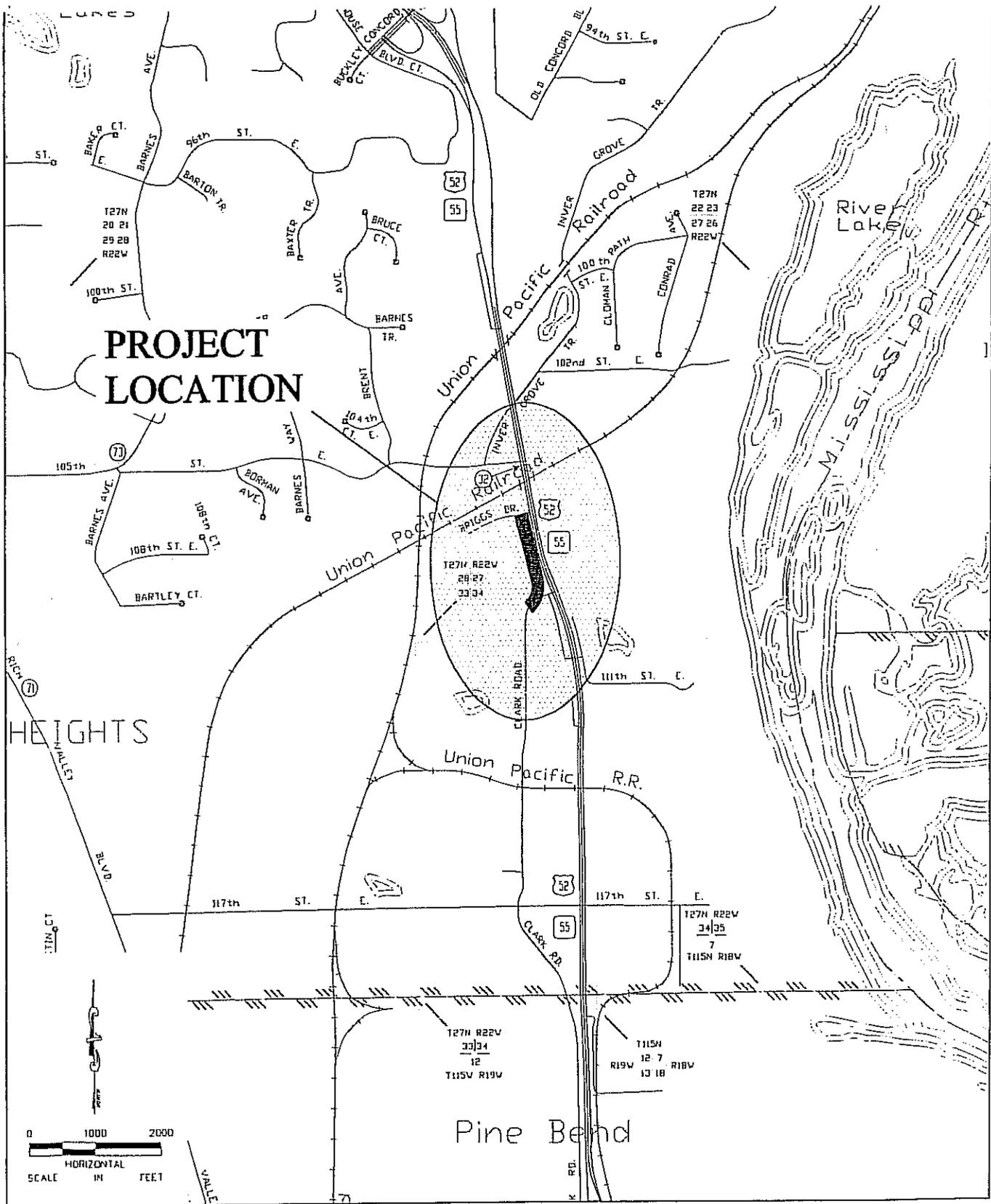
Timothy J. Kuntz
Inver Grove Heights City Attorney
LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South Saint Paul, Minnesota 55075

After recording, please return the original recorded copy to the Timothy J. Kuntz at the above address.

81000.09012 Clark Road Improvements, City Project 2007-17, Trunk Highway 52 Direct Access Rights Conveyance and Waiver Agreement, version dated February, 2009, Parcel 37, Espeseth.docx

Exhibit 1

Location Map
Clark Road Improvements
City Project 2007-17



City of
Inver Grove Heights
8150 BARBARA AVENUE
INVER GROVE HEIGHTS, MN 55077-3412



Kimley-Horn
and Associates, Inc.

LOCATION MAP

CLARK ROAD IMPROVEMENTS
CITY PROJECT 2007-17

EXHIBIT 1

Exhibit 2

Street and Drainage Improvements Map
Clark Road Improvements
City Project 2007-17

Exhibit 3

Property Legal Description
(abstract property)

Lot 1, Block 1, ESPESETH ADDITION, according to the recorded plat thereof, Dakota County, Minnesota.

Exhibit 4

Quit Claim Deed
for conveyance of
T.H. 52 Direct Access Rights

DEED TAX DUE: \$ _____

Date: _____

FOR VALUABLE CONSIDERATION, Rodger O. Espeseth and Sherryl A. Espeseth, husband and wife as joint tenants
(marital status)

Grantor, hereby conveys and quitclaims to City of Inver Grove Heights

Grantee, a municipal corporation under the laws of Minnesota
real property in Dakota County, Minnesota, described as follows:

See Exhibit 37, attached hereto and made a part hereof.

together with all hereditaments and appurtenances.

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.

Rodger O. Espeseth

Sherryl A. Espeseth

Affix Deed Tax Stamp Here

STATE OF MINNESOTA }
COUNTY OF _____ } ss.

This instrument was acknowledged before me on _____ Date

by Rodger O. Espeseth and Sherryl A. Espeseth, husband and wife as joint tenants

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

Check here if part or all of the land is Registered (Torrens)

Tax Statements for the real property described in this instrument should be sent to (include name and address of Grantee):

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS):

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

Rodger O. Espeseth and Sherryl A. Espeseth
6325 Bailey Trail East
Inver Grove Heights, MN 55077

Exhibit 37
Access Rights Legal Description
(abstract property)

All rights of access, including all rights of ingress and egress, to and from State of Minnesota Trunk Highway 52/55, to and from "Grantor's Property" described below:

"Grantor's Property" is legally described as:

Lot 1, Block 1, ESPESETH ADDITION, according to the recorded plat thereof, Dakota County, Minnesota.

AND

All rights of access, including all rights of ingress and egress, to and from Grantor's Property to and from State of Minnesota Trunk Highway 52/55 over and across the 100 foot wide Clark Road intersection with State of Minnesota Trunk Highway 52/55 as shown on the plats of GAINNEY ADDITION and ESPESETH ADDITION on file and of record in the Office of the Dakota County Recorder.

AND

All rights of access, including all rights of ingress and egress, to and from Grantor's Property to and from Clark Road along Grantor's Property frontage on Clark Road described as follows: Beginning at the most northerly corner of Lot 1, Block 1, ESPESETH ADDITION, Dakota County, Minnesota, thence southwesterly along the northwesterly line of said Lot 1 on an assumed bearing of South 72 degrees 02 minutes 33 seconds a distance of 261.92 feet and there terminating. Said 261.92 dimension referenced above is shown on the plat of ESPESETH ADDITION as also the dimension of the plat dedication of a drainage and utility easement area.

DEED TAX DUE: \$ _____

Date: _____

FOR VALUABLE CONSIDERATION, Rodger O. Espeseth and Sherryl A. Espeseth, husband and wife as joint tenants _____ (marital status)

Grantor, hereby conveys and quitclaims to City of Inver Grove Heights _____

Grantee, a municipal corporation under the laws of Minnesota real property in Dakota County, Minnesota, described as follows:

See Exhibit 37, attached hereto and made a part hereof.

together with all hereditaments and appurtenances.

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.

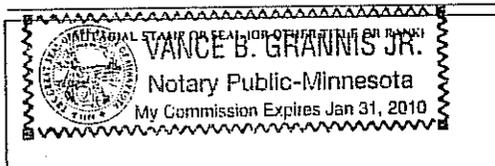
Rodger O. Espeseth
Rodger O. Espeseth

Sherryl A. Espeseth
Sherryl A. Espeseth

Affix Deed Tax Stamp Here

STATE OF MINNESOTA }
COUNTY OF DAKOTA }

This instrument was acknowledged before me on 3/6/09 Date
by Rodger O. Espeseth and Sherryl A. Espeseth, husband and wife as joint tenants



Vance B. Grannis Jr.
SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

Check here if part or all of the land is Registered (Torrens)

Tax Statements for the real property described in this instrument should be sent to (include name and address of Grantee):

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS):

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

Rodger O. Espeseth and Sherryl A. Espeseth
6325 Bailey Trail East
Inver Grove Heights, MN 55077

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AND

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CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Resolution Approving the Joint Powers Agreement between Dakota County Soil and Water Conservation District for Technical Services on the Raingarden Project included in City Project No. 2009-09D

Meeting Date: March 23, 2009
 Item Type: Regular
 Contact: Scott D. Thureen, 651.450.2571
 Prepared by: Scott D. Thureen, Public Works Director
 Reviewed by: 

Fiscal/FTE Impact:

<input type="checkbox"/>	None
<input type="checkbox"/>	Amount included in current budget
<input type="checkbox"/>	Budget amendment requested
<input type="checkbox"/>	FTE included in current complement
<input type="checkbox"/>	New FTE requested – N/A
<input checked="" type="checkbox"/>	Other: Pavement Management Fund

PURPOSE/ACTION REQUESTED

Consider adopting a resolution approving the Joint Powers Agreement between Dakota County Soil and Water Conservation District for Technical Services on the Raingarden Project included in City Project No. 2009-09D.

SUMMARY

The City Engineering Staff is requesting the expertise of the Dakota County Soil and Water Conservations District in performing inspections on the construction of the raingardens so they are properly built and for holding neighborhood planting events to properly train the citizens on planting and caring for the raingardens. Currently there are 14 raingardens within the 2009 South Grove Street Reconstruction Area 4 project. Dakota County runs the Blue Thumb Program for planting neighborhood raingardens and has staff well trained on the proper construction, installation, planting, and care needed for a successful raingarden initiative.

Public Works recommends adoption of the resolution approving Joint Powers Agreement between Dakota County Soil and Water Conservation District for Technical Services on the Raingarden Project included in City Project No. 2009-09D for an amount not to exceed \$5,280.

SWD/kf
 Attachment: Joint Powers Agreement
 Resolution

**JOINT POWERS AGREEMENT
BETWEEN THE DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT
AND CITY OF INVER GROVE HEIGHTS
FOR TECHNICAL SERVICES ON SOUTH GROVE RAINGARDEN PROJECT**

This Joint Powers Agreement (Agreement) is between the Dakota County Soil and Water Conservation District (SWCD) and the City of Inver Grove Heights, another governmental unit of the State of Minnesota (City).

WHEREAS, the SWCD and the City are political subdivisions of the State of Minnesota (governmental units); and

WHEREAS, under MINN. STAT. § 471.59, subdivision 10, one governmental unit may enter into an agreement with any other governmental unit to perform on behalf of that unit any service that the governmental unit providing the service is authorized to provided for itself.

NOW, THEREFORE, the parties agree as follows:

1. **TERM.** This Agreement starts when all parties sign this Agreement and continues through December 31, 2009, unless earlier terminated by other terms in this Agreement or by law.
2. **PURPOSE.** The SWCD agrees to provide services to the City's South Grove Raingarden Project as described in this Agreement.
3. **DESCRIPTION OF SERVICES.** The City agrees to purchase the following services from the SWCD:
 - a. **Education- 24 Hours**
The District will provide up to 24 hours of educational assistance regarding water quality, raingarden performance and designs. The district will answer resident's questions; provide informational presentations and examples of residential raingarden designs.
 - b. **Raingarden Construction Consultation to Demonstrate Proper Installation- 24 Hours**
Using field experience and the District technical standards the District will provide up to 24 hours on-site consultation to demonstrate the proper installation techniques of raingardens and provide technical guidance for installation of remaining raingardens on the South Grove Reconstruction Project. If installation procedures do not meet the techniques and materials set forth by the District technical standards the District shall:
 1. Describe the observed construction procedures and/or materials that have a potential for negative impacts to the long-term performance of the stormwater best management practice to the city representative and construction contractor.
 2. Discuss potential alternative procedures and materials.
 3. Photo document installation procedures and provide a written recommendation for future installation specifications.
 - c. **Raingarden Plant Delivery Coordination-16 Hours**
The District will provide administrative assistance to city engineering to coordinate plant selection and delivery to residences with raingardens.
 - d. **Raingarden Planting On-Site Consultation for Residents- 24 Hours**
The District will provide on-site consultation for residents participating in the raingarden program as part of the South Grove Reconstruction Project. The City will be responsible to coordinate up to three planting dates with the District.

Total not to exceed hours = 88
Billable Rate = \$60.00 per hour
Total not to exceed amount = \$5,280

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SWCD will provide services in a manner consistent with the care and skill normally exercised by members of the SWCD's profession performing the same services under similar conditions. SWCD will procure, at its expense, all licenses, permits or other rights needed to provide services under this Agreement. SWCD will inform the City of any changes in licenses or permits within five days of the change.

4. PAYMENT. The City will pay SWCD for purchased services in an amount not to exceed \$5,280 (Agreement Maximum). Unless provided differently in the Exhibits to this Agreement, SWCD will send an invoice to the City for payment of services. The City will pay SWCD within 35 days of the date of the invoice's receipt, unless the City disputes the invoiced amount. The City will notify SWCD if the invoice is incorrect, defective or otherwise improper within 10 days of its receipt. Payments are subject to the requirements of MINN. STAT § 471.425.
5. LIAISONS. The party's liaison acts as the party's contact for the day-to-day performance of this Agreement. Each party will tell the other party in writing of any change in their liaison.

	<u>SWCD'S Liaison</u>	<u>City's Liaison</u>
Name	Mike Isensee	Steve Dodge
Telephone	651-480-7781	651-450-2541
E-mail	mike.isensee@co.dakota.mn.us	sdodge@ci.inver-grove-heights.mn.us

6. AUTHORIZED REPRESENTATIVES. The parties must send by certified U.S. Mail, return receipt requested, written notice of breach or termination of this Agreement to the other party's authorized representative:

	<u>SWCD Authorized Representative</u>	<u>City Authorized Representative</u>
Name	Brian Watson or successor	Scott Thureen or successor
Title	District Manager	Public Works Director
Business Name	Dakota County SWCD	City of Inver Grove Heights
Street	4100 220 th Street West, suite 102	8150 Barbara Avenue
City, State, Zip code	Farmington, MN 55024	Inver Grove Heights, MN 55077

The parties must also send notice of breach or termination of this Agreement to the Civil Division, Dakota County Attorney's Office, 1560 Highway 55, Hastings, Minnesota 55033.

7. COOPERATION AND TIMELINESS. The SWCD and City will cooperate and use reasonable efforts to carry out efficiently the various provisions of this Agreement. The parties agree to resolve disputes in an equitable and timely manner. Time is of the essence in this Agreement. A party may consider the other party's failure to perform the other party's duties within the timelines under this Agreement as a material breach.
8. INDEPENDENT CONTRACTOR STATUS. SWCD is an independent Contractor and this Agreement does not create a business affiliation between the SWCD and City as partners, joint venturers, associates, or employer and employee. SWCD will comply with applicable provisions of federal and state tax laws.
9. SUBCONTRACTORS. Either party must receive the other party's written consent before the subcontracting any work under this Agreement. Written consent may be subject to necessary conditions. The subcontracting party is responsible for the acts of its subcontractors.
10. ASSIGNMENT. Either party must receive the other party's written consent before transferring any of its rights or interest in this Agreement to another party. Written consent may be subject to conditions.

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11. LIABLE FOR OWN ACTS AND INSURANCE. Each party to this Agreement shall be liable for the acts of their own officers, employees and agents and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party, its officers, employees and/or agents. It is understood and agreed that the provisions of the Municipal Tort Claims Act, MINN. STAT. ch. 466 and other applicable laws govern liability arising from a party's acts or omissions. Each Party warrants that they have an insurance or self-insurance program that has minimum coverage consistent with the liability limits contained in MINN. STAT. ch. 466. As provided in MINN. STAT. § 471.59, subdivision 1a(b), for purposes of determining total liability for damages, the parties are considered a single governmental unit and total liability shall not exceed the limits for a single governmental unit under MINN. STAT. § 466.04, subdivision 1.
12. GOVERNING LAW. The substantive and procedural laws of the State of Minnesota apply to this Agreement. The principles of conflict of laws do not apply to this Agreement. Venue of all legal proceedings related to this Agreement will be in the County of Dakota, State of Minnesota.
13. FORCE MAJEURE (UNFORSEEABLE EVENTS). A party is not liable to another party for any loss or damage resulting from a delay or failure to perform because of unforeseeable acts or events outside the breaching party's reasonable control. In such case the breaching party must give notice specifying the unforeseeable acts or events to the other party as soon as possible. Acts and events may include acts of God, acts of terrorism, war, fire, flood, epidemic, acts of civil or military authority, and natural disasters.
14. TERMINATION.
 - a. Termination With or Without Cause. Either party may terminate this Agreement without cause on 30 days written notice to the other party without penalty or damages. A party may terminate this Agreement with cause on 10 days written notice by facsimile of its intent to terminate to the other party.
 - b. Written Notice of Termination. A party must send notice of termination by certified mail or personal delivery to the authorized representative of the other party specifying the facts warranting termination (breach) of this Agreement. Notice is effective on the date received or personally delivered.
 - c. Time to Correct Breach or Waiver. A party may give the breaching party time to correct the breach as stated in the notice of termination. The breaching party must give written notice to the other party of the intent to correct the breach within 5 days of receipt of the notice of termination. Waiver of a breach is not a waiver of a later breach.
 - d. SWCD's Duties on Termination. On the effective date of termination the SWCD must:
 - (1) Immediately stop work on this Agreement as stated in the notice of termination; and
 - (2) Immediately notify all clients receiving services under this Agreement of the termination; and
 - (3) Immediately cancel orders and subcontracts to the extent related goods and services are canceled by the notice of termination; and
 - (4) Complete services not canceled by the notice of termination; and
 - (5) Within 7 days return property owned by City, if applicable; and
 - (6) Within 30 days send the final invoice for services provided before termination.
 - e. City's Duties on Termination and Set-Off. Within 35 days of receiving SWCD's final invoice the City will pay SWCD for services satisfactorily provided through the date of termination and under the terms of this Agreement. The City will not be liable for any services provided after the date of termination.
 - f. Effect of Termination. Termination of this Agreement does not relieve the liability or responsibilities of a party arising from the performance or nonperformance of the terms of this Agreement before the effective date of termination.
 - g. Mitigate Damages. A party must use reasonable efforts to mitigate damages.



15. DATA PRIVACY. Data on individuals collected, created, received, kept or shared by SWCD under this Agreement is subject to the requirements of the Minnesota Government Data Practices Act (MINN. STAT. ch. 13) and its implementing rules. Further, Federal laws on data privacy may also apply. The SWCD will comply with data privacy laws and rules. The Data Practices Act also applies to subcontractors providing services under this Agreement. If public data is available from the City, the SWCD may direct the public to the City for access to the data.
16. RECORDS DISCLOSURE/RETENTION AND AUDITS. SWCD's bonds, records, documents, papers, accounting procedures and practices, and other records relevant to this Agreement are subject to the examination, duplication, transcription and audit by the City, the Legislative Auditor or State Auditor under MINN. STAT. § 16C.05, subdivision 5. If services under this Agreement use federal funds these records are also subject to review by the Comptroller General of the United States and his or her approved representative. After the City pays SWCD for all services under the Agreement, the SWCD will keep these records for six years or longer if any audit-in-progress needs a longer retention time.
17. NONDISCRIMINATION. The SWCD will not unlawfully discriminate in hiring or employing employees because of their race, color, creed, religion, sex, national origin, disability, sexual orientation, age, marital status or public assistance status. SWCD will post nondiscrimination notices in prominent places to employees and applicants for employment. SWCD will not use funds received under this Agreement to provide religious or sectarian services. When required by law or requested by the City, SWCD will provide a written affirmative action plan.
18. WORKER HEALTH, SAFETY AND TRAINING. SWCD is solely responsible for the health and safety of its employees over the work performed under this Agreement. SWCD will arrange to ensure the health and safety of all subcontractors and other people who may perform work under this Agreement. SWCD will train and supervise licensed or certified personnel and subcontractors to perform the work under this Agreement. SWCD will comply with federal, state and local occupational safety and health standards and rules issued, for example under the Occupational Health and Safety Act, that are applicable to the work performed by SWCD.
19. AMENDMENTS. Any changes to, or waivers of, the terms of this Agreement are only valid when put in writing signed by the individual authorized to execute the amendment by the party's respective governing boards.
20. FINAL AGREEMENT AND SEVERABILITY. This Agreement is the final agreement of the parties and the complete and exclusive statement of the terms agreed on and supersedes all prior negotiations, understandings or agreements. The terms of this Agreement are severable. A determination that a part of this Agreement is invalid or unenforceable does not affect the validity or enforceability of the remainder of this Agreement, unless the part or parts that are invalid or unenforceable substantially undermine the value of the entire Agreement for either Party.
21. DISPOSITION OF PROPERTY. Any property purchased with City money to perform services under this Agreement is owned by the City and will be returned by SWCD to the City at the termination of this Agreement.
22. OWNERSHIP OF WORK PRODUCT. If SWCD uses the City's copyrighted material in performing work for this Agreement, SWCD will protect the City's right, title and interest in the copyrighted material. Before using a third party's copyrighted material SWCD will get permission from the third-party. Where applicable, work products created by SWCD under this Agreement are "works made for hire" as defined in the U.S. Copyright Act. The City owns the copyright interests in the work product. The City may use, copy and make derivative works of the same, with no duty for an accounting to SWCD. SWCD may use portions or excerpts from the materials prepared under this Contract.

- 23. CONFIDENTIALITY. The City may give SWCD access to, or SWCD may become aware of, private or confidential information in performing services under this Agreement. Private and confidential information is data that is not public under the Minnesota Data Practices Act (MINN. STAT. ch. 13). SWCD will keep the private and confidential only for use in performing services under this Contract. SWCD will impose procedures as are necessary to assure nondisclosure of private and confidential information directly or indirectly to third parties.
- 24. SURVIVORSHIP. The following provisions under this Agreement survive after the termination date of this Agreement: Sections 11 (Liability); 12 (Governing Law), 13 (Force Majeure), 15 (Data Practices), 16 (Records), 21 (Disposition of Property), 22 (Ownership of Work Product), and 23 (Confidentiality).
- 25. CERTIFICATION. By signing and dating this Agreement I certify that this Agreement is the complete agreement of the parties and that I am authorized to sign this Agreement for the party I represent below.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

DAKOTA COUNTY SOIL AND WATER CONSERVATION DISTRICT

By _____
 Chris Nielsen, Chair, Board of Supervisors
 Date of Signature _____

SWCD Board Motion Number _____

Approval as to form:

Kathryn P. Scott 2-11-09
 Attorney/Date

CITY OF INVER GROVE HEIGHTS

By _____
 _____ [Print Name, title]
 Date of Signature _____

Resolution or Motion No: _____

K/K09-53

**CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY**

**RESOLUTION APPROVING THE JOINT POWERS AGREEMENT WITH DAKOTA COUNTY SOIL
AND WATER CONSERVATION DISTRICT FOR TECHNICAL SERVICES ON THE SOUTH GROVE
RAINGARDEN PROJECT INCLUDED IN CITY PROJECT NO. 2009-09D**

RESOLUTION NO. _____

WHEREAS, as part of the City's 2009 Pavement Management Program, South Grove Area 4 has been identified for reconstruction starting in 2009; and

WHEREAS, in order to improve water quality the City Council has authorized the development of raingardens within the reconstruction project; and

WHEREAS, based on the experience the Dakota County Soil and Water Conservation District has with the construction, planting, and maintenance of raingardens it was decided that their services are deemed necessary for success of the project.

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

1. The proposal of Dakota County Soil and Water District is accepted in the amount not to exceed \$5,280 for applying their technical standards and experience in the construction, planting, and maintenance of raingardens for City Project No. 2009-09D Urban Street Reconstruction Project South Grove Area 4.
2. Staff is authorized to enter into an agreement with the Dakota County Soil & Water Conservation District relating to Urban Conservation Technical Services for oversight of the construction, planting, and maintenance of raingardens for City Project No. 2009-09D Urban Street Reconstruction Project South Grove Area 4.

Adopted by the City Council of Inver Grove Heights, Minnesota this 23rd of March, 2009.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheame, Deputy Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Resolution Calling for Hearing on Proposed Assessments and Resolution Declaring Costs to be Assessed and Ordering Preparation of Proposed Assessments for City Project No. 2008-11 – Southern Sanitary Sewer, East Segment

Meeting Date: March 23, 2009
 Item Type: Consent
 Contact: Scott D. Thureen, 651-450-2571
 Prepared by: Scott D. Thureen, Public Works Director
 Reviewed by: *SST*

Fiscal/FTE Impact:	
<input type="checkbox"/>	None
<input type="checkbox"/>	Amount included in current budget
<input type="checkbox"/>	Budget amendment requested
<input type="checkbox"/>	FTE included in current complement
<input type="checkbox"/>	New FTE requested – N/A
<input checked="" type="checkbox"/>	Other: Special Assessments, Sewer Connection Fund, Other City Funds

PURPOSE/ACTION REQUESTED

Consider resolution calling for hearing on proposed assessments and resolution declaring the costs to be assessed and ordering preparation of proposed assessments for City Project No. 2008-11 – Southern Sanitary Sewer, East Segment.

SUMMARY

Nineteen bids for this project were opened on February 26, 2009. The low base bid amount of \$ 359,647.50 was from Hennen Construction. The low base bid plus bid alternate 1 amount of \$398,322.50, which includes improvements associated with the sanitary sewer lateral along 111th Street East for I-State, was also from Hennen Construction. The low bid amount for both the base bid and the base bid plus bid alternate 1 are less than the respective engineer's estimate amounts of \$ 423,605 and \$ 461,947. The bids are valid for 120 days.

The schedule for the project calls for an assessment hearing to be held prior to considering award of a contract. This process allows the Council to know if any appeals are filed concerning the proposed assessment, and thus, gauge the City's financial exposure to additional project costs. Staff will calculate the assessments using the bid prices, a construction contingency, our standard feasibility study overhead rates, and an updated estimate of easement costs (negotiations are underway).

I recommend approval of the resolution calling for the assessment hearing and the resolution declaring the costs to be assessed and ordering preparation of the proposed assessments for City Project No. 2008-11.

Attachments: Resolutions

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION CALLING FOR HEARING ON PROPOSED ASSESSMENTS FOR CITY PROJECT NO.
2008-11 (SOUTHERN SANITARY SEWER, EAST SEGMENT)

WHEREAS, by a resolution of the City Council on Monday, March 23, 2009, the City Clerk was directed to prepare proposed assessments of the costs of the improvements as follows:

<u>Project No.</u>	<u>Improvements</u>
2008-11	Southern Sanitary Sewer, East Segment

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

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

1. A hearing shall be held on the 27th day of April, 2009, in the City Council Chambers, 8150 Barbara Avenue at 7:30 p.m., to pass upon the proposed assessments; and, at such time and place, all persons owning property affected by such improvements shall be given an opportunity to be heard with reference to such assessments.
2. The City Clerk is hereby directed to cause a notice of hearing on the proposed assessments to be published once in the official newspaper and to be mailed to the owner of each parcel described in the assessment roll.

Adopted by the City Council of Inver Grove Heights, Minnesota this 23rd day of March 2009.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheame, Deputy Clerk

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION DECLARING COSTS TO BE ASSESSED AND ORDERING PREPARATION OF
PROPOSED ASSESSMENTS FOR CITY PROJECT NO. 2008-11 (SOUTHERN SANITARY SEWER,
EAST SEGMENT)

WHEREAS, by a resolution of the City Council on Monday, March 23, 2009, the City Clerk was directed to prepare proposed assessments of the costs of the improvements as follows:

<u>Project No.</u>	<u>Improvements</u>
2008-11	Southern Sanitary Sewer, East Segment

WHEREAS, the total final estimated project cost for City Project No. 2008-11 is \$575,800.

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

1. The amount to be specially assessed for City Project No. 2008-11 is hereby declared to be \$ 389,300.
2. The City Clerk, with the assistance of the Director of Public Works, shall forthwith calculate the proper amount to be specially assessed for such improvement against every assessable lot, piece or parcel of land within the district affected, without regard to cash valuation, as provided by law, and shall be filed in the City Clerk's office for public inspection.

Adopted by the City Council of Inver Grove Heights, Minnesota this 23rd day of March 2009.

AYES:
NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider a Resolution Ordering City Project No. 2007-17 – Clark Road Improvements

Meeting Date: March 23, 2009
 Item Type: Regular
 Contact: Scott D. Thureen, 651.450.2571
 Prepared by: Scott D. Thureen, Public Works Director
 Reviewed by: *SDT*

<input type="checkbox"/>	Fiscal/FTE Impact:
<input type="checkbox"/>	None
<input type="checkbox"/>	Amount included in current budget
<input type="checkbox"/>	Budget amendment requested
<input type="checkbox"/>	FTE included in current complement
<input type="checkbox"/>	New FTE requested – N/A
<input checked="" type="checkbox"/>	Other: Mn/DOT Cooperative Agreement Funds, Capital Improvement Revolving Fund, Closed Bond Fund

PURPOSE/ACTION REQUESTED

Consider a resolution ordering City Project No. 2007-17 – Clark Road Improvements.

SUMMARY

On July 9, 2007, the City Council authorized the preparation of a feasibility study and report for City Project No. 2007-17 – Clark Road Improvements by Kimley-Horn and Associates, Inc. On September 24, 2007, the Council received and approved the feasibility report and authorized Kimley-Horn and Associates, Inc. to prepare final plans and specifications for the project. The project extends Clark Road from the current Clark Road/T.H. 52 intersection to the north terminating in a cul-de-sac at the current intersection of Briggs Drive/T.H. 52. As a result, closure of the Clark Road/T.H. 52 and Briggs Drive/T.H. 52 intersections will be accomplished by this project.

The total project cost is estimated at \$ 1,074,200 and is proposed to be financed through Mn/DOT Cooperative Agreement Funding as well as other City funds. The City was approved for up to \$594,000 in Mn/DOT Cooperative Agreement Funds to construct the roadway and drainage improvements. The estimated total City project cost of \$ 480,200 is proposed to be funded from the City's Capital Improvement Revolving Fund or the Closed Bond Fund. No special assessments are planned for the financing of this project.

The project has required the acquisition of permanent street easements, temporary construction easements, and TH 52 direct access rights from eleven different parcels in the project area. All of these were granted to the City at no cost by the property owners. Conveyance and Waiver Agreements, Quit Claim Deeds, and Easement Agreements between the City and the various property owners have been prepared detailing these necessary acquisitions. These documents have been executed by the affected land owners and they are being presented for the Council's consideration and approval in another agenda item.

The construction plans for the project are currently being reviewed by Mn/DOT. Upon plan approval, Mn/DOT will finalize the Cooperative Agreement for the project. The Cooperative Agreement and the final plans and specifications for the project will be presented to the Council at a later date for approval. Construction of the project improvements is scheduled for Summer/Fall 2009.

I recommend that the City Council approve the resolution ordering City Project No. 2007-17 – Clark Road Improvements.

SDT/be
 Attachments: Location Map
 Resolution

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

RESOLUTION ORDERING CITY PROJECT NO. 2007-17 – CLARK ROAD IMPROVEMENTS

RESOLUTION NO. _____

WHEREAS, on October 9, 2006 the Council passed a resolution requesting funding from the Minnesota Department of Transportation through the Municipal Agreement Program for the Clark Road Extension; and

WHEREAS, on July 9, 2007 the Council authorized the preparation of a feasibility study and report for the project; and

WHEREAS, the project has been selected to receive Mn/DOT Municipal Agreement funding in the amount of \$594,000 for construction, construction engineering, and inspection costs; and

WHEREAS, on September 24, 2007 the Council received and approved the feasibility report and authorized Kimley-Horn and Associates, Inc. to prepare final plans and specifications for the project.

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

1. Such improvements are hereby ordered as proposed in this Council resolution adopted March 23, 2009.
2. The contract for these improvements shall be let no later than two years after the adoption of this resolution.

Adopted by the City Council of Inver Grove Heights, MN this 23rd day of March 2009.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheume, Deputy Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

APPROVE REVISED ADDITIONAL SERVICES COMPENSATION

Meeting Date: March 23, 2009
 Item Type: Regular
 Contact: JTeppen, Asst City Admin
 Prepared by:
 Reviewed by:

Fiscal/FTE Impact:

<input type="checkbox"/>	None
<input type="checkbox"/>	Amount included in current budget
<input type="checkbox"/>	Budget amendment requested
<input type="checkbox"/>	FTE included in current complement
<input type="checkbox"/>	New FTE requested – N/A
<input checked="" type="checkbox"/>	Other

PURPOSE/ACTION REQUESTED Approve revised additional services compensation to BKV Group for items outside the contract for architectural services for the proposed public safety addition/city hall renovation.

SUMMARY The City Council should consider a revised agreement with BKV for additional services. Staff returned to BKV after Council's request after first reviewing their request on March 9th. BKV has revised their request, reducing the total by \$4,100. They have reduced or removed the Construction Phase charges to the various alternates – except for the basement storage alternate. This piece has more complex issues with shop drawings, site observation and a greater number of design disciplines involved in the construction process.

The City and BKV Group signed an agreement for architectural services for the proposed public safety addition/city hall renovation. There were items outside of that contact that the City Council asked BKV Group to include during the design development phase. There are also items that were included in that original contact that the City Council removed from the project and for those we receive a credit.

I have detailed the credits and charges below and have attached the newly revised letter from BKV that requests the compensation.

Credits:

Greenroof at Public Safety	\$4,630
Greenroof at Lobby	\$3,360
Bike Commuter Facilities	\$5,784
Total Credits	\$13,774

Additions

	<u>previous</u>	<u>revised</u>
Additional Basement Storage Construction	\$27,966	\$27,966
Generator and Switch Gear System	\$6,780	\$6,000
High Speed Garage Doors	\$3,436	\$2,636
Clock System	\$3,056	\$2,276
Total Additions	\$41,238	\$38,878

Total adjustment to compensation ~~\$27,464~~ \$21,004

We have budgeted \$37,000 to cover additional services. As with all invoices, the KOMA Owner's Rep team has reviewed this invoice and approves it.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

APPROVE ADDITIONAL SERVICES COMPENSATION – COUNCIL CHAMBER EXITING

Meeting Date: March 23, 2009
Item Type: Regular
Contact: JTeppen, Asst City Admin
Prepared by:
Reviewed by:

Fiscal/FTE Impact:	
<input type="checkbox"/>	None
<input type="checkbox"/>	Amount included in current budget
<input type="checkbox"/>	Budget amendment requested
<input type="checkbox"/>	FTE included in current complement
<input type="checkbox"/>	New FTE requested – N/A
<input checked="" type="checkbox"/>	Other

PURPOSE/ACTION REQUESTED Approve additional services compensation to BKV Group for items outside the contract for architectural services for the proposed public safety addition/city hall renovation.

SUMMARY The City and BKV Group signed an agreement for architectural services for the proposed public safety addition/city hall renovation. The City Council directed BKV Group to include alterations to the City Council Exiting.

The design fees for this additional piece are \$5,975.

We have budgeted \$37,000 to cover additional services. With the previous item and this, we will have expended \$26,979. As with all invoices, the KOMA Owner’s Rep team has reviewed this invoice and approves it.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: March 23, 2009
 Item Type: Regular Agenda
 Contact:
 Prepared by: Joe Lynch, City Administrator
 Reviewed by:

Fiscal/FTE Impact:

<input type="checkbox"/>	None
<input type="checkbox"/>	Amount included in current budget
<input checked="" type="checkbox"/>	Budget amendment requested
<input type="checkbox"/>	FTE included in current complement
<input type="checkbox"/>	New FTE requested – N/A
<input type="checkbox"/>	Other

PURPOSE/ACTION REQUESTED

Council is asked to amend the 2009 Budget to include a projection for a loss in revenue and a corresponding decrease in expenditures to balance the budget.

SUMMARY

At the Council February 23 Work Session I presented an overview to the potential budgetary shortfall in 2009 and some alternatives to consider in order to balance the budget. Council directed me to return to the next Regular meeting with a specific plan, complete with projected costs and savings, as well as demonstrating where the City is with regard to expenditures to date on other particular line items.

Since that meeting, I have met with all Department Heads to revisit the numbers, as well as discuss the impact to people and service levels. You will see reflected in the recommendation a change for the number of FT position layoffs, as well as a reduction in the scope of the number and size of PT impacts.

Amount	Explanation
\$ 518,841	2009 Market Value Homestead Credit cut. This is a payment from the State. We continue to advocate, along with other Dakota County cities that the State should make a direct payment to property owners and leave the City out of this property tax reduction program. For the foreseeable future, I do not think this will happen. We had planned in our 2009 budget to offset \$500,000 of this loss with transfers to the General fund from our PMP and from the Closed Bond Fund to the PMP.
\$ 275,000	2009 Building Permit Revenue reduction. We estimated that several developments that were in the planning stages or had been completed would start in 2009. We now know that they will not and we stand to lose this much from the lack of construction.

Department	Total (\$38,100)
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Administration

Reduce resources to abate nuisances. Our total expenditure (\$17,000) for 2008 was less than \$ 3,000. While we might see an increase due to the housing situation and number of foreclosures, we can utilize funds in Inspections to help offset any increased expenses.

Postpone filling the current open MIS Network Administrator (\$21,100)

position and utilize contract service. We will need to re-examine this if we proceed with the City Facilities Project due to the increase in the technology utilized in that space, as well as a shift from independent maintenance and repairs to the financial hardware and software.

Department	Total (\$102,400)
-------------------	--------------------------

Community Development

Planning

Postpone fulfillment of the first phase of gathering information for a Housing Study. The approach was to split the process in two years, collecting data and doing background the first year. This will push the collection of data off and completion of the Study back a year unless Council decides to put all of the resources for the project in to a single budget year. (\$25,000)

Inspections

Reduce staff resources to assist the Building Inspectors with collection of permit information, schedule inspections, collection of fees as a part of the Building Permit process. This will reduce the Full Time Equivalent support from 2 to 1.75. (\$12,300)

Reduce staff resources in the Building Inspections division by laying off 1 Building Inspector. This would affect the ability to process applications we do receive, inspections, and time frames for both. (\$65,100)

Department	Total (\$48,800)
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Finance

Shift the cost of maintenance and service on the financial hardware and software to M.I.S. Fund. This Fund is not supported by the General Fund and therefore reduce expenses that are tax payer supported. This will mean a re-examination of the costs associated with this activity and a reallocation of expenses to various other departments in 2010. (\$48,800)

Department	Total (\$10,500)
-------------------	-------------------------

Fire

Postpone filling the open Part Time Fire Inspector position. This position has been open since before the end of 2008. The Building Inspectors have taken on this role and coordinate with Planners and Fire Marshall in review for Fire Code compliance. (\$10,500)

Department	Total (\$20,100)
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Engineering

Eliminate the staff resources for an Intern position and Engineer Helper, along with any associated overtime for these positions. (\$20,100)

Department	Total (\$77,200)
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Public Works

Postpone filling the Public Works Lead position currently open. (\$77,200)
This position has been open since 2008 and we have not seen any appreciable decline in ability to get work done or respond to needs.

Department	Total (\$55,100)
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Parks

Reduce staff resources by eliminating seasonal and Part time support positions. (\$24,000)

Reduce costs to Parks by combining positions at VMCC to coordinate duties. 50% of the Marketing Coordinator position cost was charged to Parks and the other half to the VMCC. By combining positions with the Guest Services Supervisor position we can shift costs away from the General Fund supported portion and reduce our costs at the VMCC by eliminating one position. (\$31,100)

TOTAL **(\$352,200)**

While this Total is greater than the amount of loss from the Building Permit Revenue I recommend keeping the number and types of cuts as proposed because we have only covered \$500,000 of the \$518,841 loss of Market Value Homestead Credit and we do not know what our tax collections will be for the year or how our investments will do. This will allow us some wiggle room should either of those revenue sources, investments or tax collections, falter.

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

**RESOLUTION NO. _____
RESOLUTION AMENDING THE 2009 BUDGETS**

WHEREAS, the State of Minnesota is expecting a \$4.6Billion dollar deficit over the next biennium and is reducing expenses, and

WHEREAS, the State of Minnesota has announced and made cuts to the direct and indirect aid to cities and the City of Inver Grove Heights received a \$263,100 loss to the Market Value Homestead Credit for 2008, and

WHEREAS, the City of Inver Grove Heights will receive cuts of \$518,841 to the MVHC for 2009 and 2010 and the anticipated revenue from the building permits directly related to construction activity will not be received in 2009 at the budgeted level, and

WHEREAS, the City of Inver Grove Heights needs to be fiscally responsible and reduce expenses commensurate with the loss of revenue,

NOW, THEREFORE BE IT RESOLVED, BY THE CITY OF INVER GROVE HEIGHTS: that the 2009 Budgets are hereby amended as follows:

General Fund:

Building Permits	101-0000-321.xx-xx	Decrease	\$275,000
Administration	101-1100-413.70-30	Decrease	17,000
Finance	101-2000-415.40-44	Decrease	48,800
Planning	101-3200-419.30-60	Decrease	25,000
Inspections	101-3300-441.xx-xx	Decrease	77,400
Fire	101-4200-423.xx-xx	Decrease	10,500
Engineering	101-5100-442.xx-xx	Decrease	20,100
Streets	101-5200-443.xx-xx	Decrease	77,200
Parks	101-6000-451.xx-xx	Decrease	24,000
All Departments	101-xxxx-xxx.60-71	Decrease	21,100
Transfers out	101-9200-590.91-10	Decrease	31,100
Recreation Fund			
Expenditures	504-6100-452.xx-xx	Decrease	31,100
Transfer in	504-0000-399.10-00	Decrease	31,100
Community Center Fund			
Expenditures	505-6200-453.xx-xx	Decrease	70,400

Adopted by the City of Inver Grove Heights this 23rd day of March 2009.

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy Clerk