



INVER GROVE HEIGHTS CITY COUNCIL AGENDA
MONDAY, AUGUST 23, 2010
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. i) Minutes – August 9, 2010 Regular Council Meeting _____
ii) Minutes – August 13, 2010 Special Council Meeting _____
- B. Resolution Approving Disbursements for Period Ending August 18, 2010 _____
- C. Pay Voucher No. 1 for City Project No. 2010-09B, Sealcoating _____
- D. Pay Voucher No. 5 for City Project No. 2007-17, Clark Road Ext. Improvements _____
- E. Change Order No. 3 & Pay Voucher No. 3 for City Project No. 2010-09D, South Grove Urban Street Reconstruction – Area 5 _____
- F. Approve Proposal for Handheld Data Collectors _____
- G. Request Authorization to Enter into an Agreement with Rehder and Associates, Inc. to Complete the As-built Record Plans for Brentwood Hills Townhomes _____
- H. Accept Landowner Improvements within City Easement Agreements for Landowners, Restrictive Use Agreements for Landowners, and Temporary Construction Easement Agreement for Landowner Bulson as part of the 2010 Storm Water Facility Maintenance Program, City Project No. 2010-19 _____
- I. Resolution Accepting Quote and Awarding Contract for City Project No. 2010-19, Storm Water Facility Maintenance Program – Zone 7 _____
- J. Approve Agreement with Xcel Energy for Sod Replacement and Seeding on City Project No. 2010-09D, South Grove Street Reconstruction – Area _____
- K. Request Authorization to Enter into an Agreement with L’Allier Concrete, Inc. to Construct Pedestrian Curb Ramps on the East Side of Cahill Avenue at 81st Street _____
- L. Resolution Receiving Feasibility Study, Scheduling Public Hearing, Authorizing Plans and Specifications for City Project No. 2010-21, Boyd Avenue Street Lighting _____

- M. Approve Lease Agreement with the Inver Grove Heights Hockey Association for the Operations of the VMCC Concession Stand for the 2010–11 Season _____
- N. Approve Contract with Braun Intertec for Response Action Plan Preparation of the Rock Island Swing Bridge Site _____
- O. Approve Contractors for Energy Improvement Projects at the VMCC/Grove _____
- P. Approve Contractor for the Replacement of the Splash Pool Heat Exchanger _____
- Q. Approve Resolution Making an Election Not to Waive the Statutory Tort Limits for Liability Insurance Purposes _____
- R. Approve the Limited Hunting of Canada Geese within the City _____
- S. 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. **CITY OF INVER GROVE HEIGHTS;** Resolution Ordering the Project, Approving Plans and Specifications, and Authorizing Advertisement for Bids for 2010 Pavement Management Program, City Project No. 2010–09C – Blaine Avenue (South Area) Mill and Overlay _____

7. **REGULAR AGENDA:**

COMMUNITY DEVELOPMENT:

- A. **TEMO SUNROOMS AND EXTERIORS;** Consider Resolution relating to a Variance from front yard setbacks to construct a sunroom addition for property located at 1634 Upper 55th St. _____
- B. **CITY OF INVER GROVE HEIGHTS;** Consider Resolution Electing to Continue Participating in the Local Housing Incentives Account Program under the Metropolitan Livable Communities Act _____

PARKS AND RECREATION:

- C. **CITY OF INVER GROVE HEIGHTS;** Consider Approval of the Mississippi River Regional Trail – Cahill to MN DOT Frontage Road _____

PUBLIC WORKS:

- D. **CITY OF INVER GROVE HEIGHTS;** Accept Proposal from SRF to Conduct an Improvement Cost Allocation Analysis for the Pending Assessments on City Project No. 2000–10, TH 52/117th Street Interchange _____
- E. **CITY OF INVER GROVE HEIGHTS;** Resolution Approving Agreement for Sanitary Sewer to Serve Praxair, Inc. from Clark Road _____

ADMINISTRATION:

F. CITY OF INVER GROVE HEIGHTS; Consider Change Order No. 1 for City Project No. 2008-18, Public Safety Addition/City Hall Renovation - Low Voltage Contractors _____

G. CITY OF INVER GROVE HEIGHTS; Consider Change Order No. 13 for City Project No. 2008-18, Public Safety Addition/City Hall Renovation _____

H. CITY OF INVER GROVE HEIGHTS; Approve Purchase of Mail Storage Unit for Squad Room and Cabinet for Records Room for City Project No. 2008-18 Public Safety Addition/City Hall Renovation _____

8. MAYOR AND COUNCIL COMMENTS

9. ADJOURN

**INVER GROVE HEIGHTS CITY COUNCIL MEETING
MONDAY, AUGUST 9, 2010 - 8150 BARBARA AVENUE**

CALL TO ORDER/ROLL CALL The City Council of Inver Grove Heights met in regular session on Monday, August 9, 2010, 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, Parks & Recreation Director Carlson, Community Development Director Link, and Finance Director Lanoue.

3. PRESENTATIONS: None.

4. CONSENT AGENDA:

Councilmember Madden removed Item 4H, Resolution Approving Professional Services Agreement with WSB & Associates, Inc. for City Project No. 2010-40, Northwest Area Collector Street System Study, from the Consent Agenda.

Mayor Tourville removed Item 4I, Resolution Identifying the Need for Livable Communities Demonstration Account Funding and Authorizing Application for Grant Funds for the Concord Neighborhood, from the Consent Agenda.

- A. Minutes – July 26, 2010 Regular Council Meeting
- B. **Resolution No. 10-115** Approving Disbursements for Period Ending August 4, 2010
- C. Pay Voucher No. 14 for City Project No. 2008-18, Public Safety Addition/City Hall Renovation
- D. Pay Voucher No. 3 for City Project No. 2009-24, Rock Island Swing Bridge Project
- E. Approve Addendum No. 2 for Heritage Village Park Clean Fill and Topsoil Agreement with Carl Bolander & Sons
- F. Pay Voucher No. 4 for City Project No. 2008-18, Public Safety Addition/City Hall Renovation – Low Voltage Contractors
- G. Pay Voucher No. 5 for City Project No. 2008-18, Public Safety Addition/City Hall Renovation – Low Voltage Contractors
- J. Approve Contract for Geotechnical Services to Sample and Test Pond Sediments at Three Storm Water Facility Maintenance Locations
- K. **Resolution No. 10-118** Approving Parking Restrictions on Dehrer Court
- L. **Resolution No. 10-119** Authorizing Feasibility Study and Approving Individual Project Order No. 16 with Kimley-Horn & Associates, Inc. for City Project No. 2010-22, Ravine Pond Railroad Erosion Mitigation Improvements
- M. Accept Grant Money from the Minnesota Department of Public Safety to Purchase Five In-Squad Camera Systems
- N. Approve Individual Massage Therapist License – Jennifer Englin-Gillings
- O. Approve Temporary Liquor License – Inver Hills Community College
- P. Personnel Actions

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

Ayes: 5

Nays: 0 Motion carried.

H. Resolution Approving Professional Services Agreement with WSB & Associates, Inc. for City Project No. 2010-40, Northwest Area Collector Street System Study

Councilmember Grannis asked that an addendum be attached to the agreement to allow the City to recover any potential litigation costs.

Mr. Thureen indicated that he would speak to the consultant regarding the addendum. He stated he did not anticipate that it would be a problem.

Motion by Grannis, second by Klein, to adopt Resolution No. 10-116 Approving a Professional Services Agreement with WSB & Associates, Inc. for City Project No. 2010-40, Northwest Area Collector Street System Study

Ayes: 5

Nays: 0 Motion carried.

I. Consider Resolution Identifying the Need for Livable Communities Demonstration Account Funding and Authorizing Application for Grant Funds for the Concord Neighborhood

Councilmember Madden asked Mr. Lynch to give a brief description of what the City is trying to do for the Concord neighborhood.

Mr. Lynch stated that this is an application for a demonstration account grant from the Metropolitan Council to assist the City in a study of the Concord neighborhood. He explained the study would assess the neighborhood from a redevelopment standpoint and would also identify potential options for new development plans in the Concord area. He noted that a market study of the neighborhood would also be included.

Motion by Madden, second by Grannis, to adopt Resolution No. 10-117 Identifying the Need for Livable Communities Demonstration Account Funding and Authorizing Application for Grant Funds for the Concord Neighborhood

Ayes: 5

Nays: 0 Motion carried.

5. PUBLIC COMMENT:

Allan Cederberg, 1162 E. 82nd Street, discussed an event that he saw on the news, Pine River Day, in which City officials rode bicycles to show that were saving energy. He stated that he thought this would be a new, fun event that would be worthwhile for the City of Inver Grove Heights. He suggested that this would be a good way for the Council to show residents that energy conservation is an important issue.

Ed Gunter, 6671 Concord Boulevard, thanked the residents who participated in the MN Night to Unite activities. He stated that on Concord Boulevard, near the Moose Lodge, he noticed a big fold in the asphalt to the east of the present drain sewer and suggested that the City look at the issue before the road is opened.

John Noble, Krech, O'Brien, Mueller and Associates, suggested that the City consider changes to the Planning Commission approval process. He indicated that there were possibly efficiencies to be gained. He explained in other cities when a vote is taken on an item at the Planning Commission level it only goes to the City Council if an appeal is filed. He stated that this would eliminate the need for the Council to hear routine items.

Mayor Tourville responded that Mr. Kuntz would have to determine if the City could legally do it that way.

Mr. Kuntz explained that in the City Code the Council has declared itself to be the board of adjustments and appeals. He stated that the Planning Commission is not a decision making body, it is a recommending body.

6. **PUBLIC HEARINGS:** None.

7. **REGULAR AGENDA:**

COMMUNITY DEVELOPMENT:

A. GEORGE CAMERON; Consider a Resolution Approving a Variance from Front Yard Setbacks to Construct a Building 20 Feet from the Front Yard Setback for Property Located at the Corner of Concord Boulevard and 65th Street

Mr. Link reviewed the location of the property. He stated the City Council approved the plans for a new liquor store at this location in 2008. He explained the applicant is proposing to increase the size of the liquor store which requires a variance from the front yard setback down to 20 feet. He stated the proposed addition would increase the size of the building by 1,000 square feet. He noted that allowing the reduced setback increases visibility of the building from the street and also enhances traffic safety. He stated both planning staff and the Planning Commission recommended approval of the request.

Councilmember Madden clarified that the proposed building addition would not go closer any residences.

Councilmember Piekarski Krech stated that a variance was previously approved to allow the building to be closer to the residential lots.

Mr. Link responded in the affirmative.

Mayor Tourville confirmed that there would be no problems with snow removal.

Motion by Madden, second by Klein, to adopt Resolution No. 10-120 Approving a Variance from Front Yard Setbacks to Construct a Building 20 Feet from the Front Yard Setback for Property Located at the Corner of Concord Boulevard and 65th Street

Ayes: 5

Nays: 0 Motion carried.

B. VERMILLION STATE BANK; Consider the following Resolutions for Property Located at 2975 80th St.

- i) A Major Site Plan Review to Construct a 2,000 Square Foot Addition to the Existing Bank Building
- ii) A Conditional Use Permit to Exceed the Maximum 25% Impervious Surface Requirement in the Shoreland Overlay District

Mr. Link explained the project consists of an approximately 2,134 gross square foot addition. He stated the addition would be to the west of the existing building. He noted that access to the site would not change and all setbacks would be met for the addition. He stated the property is located in a shoreland district, where the maximum impervious coverage is 25%, although it may be increased with a conditional use permit. He explained that with the proposed addition the impervious surface on the property would be 27%. He stated the DNR reviewed the plans and did not object to the request. He noted the applicant is working with the City to approve a storm water management plan for the parcel. He stated the request meets all the criteria for a conditional use permit and the site plan review, and both planning staff and the Planning Commission recommended approval of the requests.

Councilmember Piekarski Krech asked if the drainage issue had been resolved.

Mr. Link responded that the drainage goes to the northwest to a pond on the neighboring property, and that pond is going to be enlarged to handle the additional impervious coverage.

Motion by Grannis, second by Klein, to adopt Resolution No. 10-121 Approving a Major Site Plan Review to Construct a 2,000 Square Foot Addition to the Existing Bank Building and Resolution No. 10-122 Approving a Conditional Use Permit to Exceed the Maximum 25% Impervious Surface Requirement in the Shoreland Overlay District

Ayes: 5

Nays: 0 Motion carried.

FINANCE:**C. CITY OF INVER GROVE HEIGHTS; Call for the Sale of Three Bond Issues**

Ms. Lanoue explained that the City has been working with Ehlers and Associates on bonding needs for 2010. She stated the issuance and sale of three bond issues is proposed. She explained that the first bond issue would be used to complete the financing of the sewer extension into the Northwest Area. She noted that approximately 50% of the project was financed when construction began in 2007. She stated the City will utilize development fees from the Northwest Area to repay the bonds. She noted that the City also intends to participate in the Minnesota Public Facilities Authority Credit Enhancement Program to provide credit enhancement for the bonds, pursuant to state statute. She stated participation in the program would also help with the interest rate.

Ms. Lanoue explained the second bond issue would be used to finance the South Grove Area 5 Street Reconstruction Project, and the third bond issue will be a current refunding of the Permanent Improvement Fund Bonds, Series 2002A. She stated based on current interest rate estimates the City expects to save 4.6% in future interest costs.

Ms. Lanoue stated the bonds will be sold on September 13, 2010 and the estimate closing date will be October 5, 2010. She explained the City's current bond rating is AA from Standard and Poor's and the City will request a rating for the 2010 bonds from Standard and Poor's.

Steve Apfelbacher, Ehlers and Associates, stated in addition to the funding for the completion of the sewer extension into the Northwest Area, the typical street reconstruction programs have also been included. He explained they have tried to consolidate financing to take advantage of the economy and reduce the costs of issuance. He reviewed the process going forward and recommended that the Council proceed with the credit enhancement program to take advantage of a lower interest rate on the first bond issue.

Councilmember Klein clarified the enhancement program would allow the City to qualify for a AAA bond rating.

Mr. Apfelbacher responded in the affirmative.

Councilmember Piekarski Krech clarified that if the bids come back and they are not favorable, the bonds don't need to be sold.

Mr. Apfelbacher confirmed that the City reserves the right to reject any bids.

Allan Cederberg, 1162 E. 82nd St., expressed concerns that the debt is going to be added to. He opined that the City cannot afford this and should use the investment fund to pay for the sewer extension.

Mr. Apfelbacher stated a 4% interest rate is projected on the first bond issue. He reiterated that all the debt service will be paid back from the development in the Northwest Area.

Motion by Klein, second by Grannis, to adopt Resolution No. 10-123 Providing for the Sale of \$6,935,000 General Obligation Sewer Revenue Bonds, Series 2010A; Resolution No. 10-124 Providing for the Sale of \$4,975,000 General Obligation Improvement Bonds, Series 2010B; Resolution No. 10-125 Providing for the Sale of \$925,000 General Obligation Permanent Improvement Refunding Bonds, Series 2010 C; and Resolution No. 10-126 Authorizing the Execution of a Credit Enhancement Program Agreement with the Minnesota Public Facilities Authority

Ayes: 5

Nays: 0 Motion carried.

PARKS AND RECREATION:

D. CITY OF INVER GROVE HEIGHTS; Third Reading of an Ordinance Amending Title 5, Chapter 8 Regarding Diseased Trees

Mr. Carlson explained this is the third reading of an ordinance amendment that would incorporate the Emerald Ash Borer infestation into the existing diseased tree ordinance.

Mayor Tourville asked about the potential to treat some significant trees.

Mr. Carlson stated they will look at the quality of the tree before removal.

Motion by Klein, second by Madden, to adopt Ordinance No. 1217 Amending Title 5, Chapter 8 Regarding Diseased Trees

Ayes: 5

Nays: 0 Motion carried.

8. MAYOR & COUNCIL COMMENTS:

Mayor Tourville stated a meeting needed to be scheduled to canvass the election results on Friday morning.

Motion by Madden, second by Klein, to schedule a special council meeting on August 13, 2010 at 7:30 a.m. in the City Council Chambers to canvass the primary election results.

Ayes: 5

Nays: 0 Motion carried.

Councilmember Madden reminded everyone that the primary election would be held on August 10th.

Councilmember Klein commented on a permit for a sign and asked staff to look at that and get back to the resident. He also thanked everyone that participated in MN Night to Unite.

Ed Gunter reminded the citizens that live in Precinct 4 that their voting location has been changed to Community Room #1 at the community center.

Ms. Teppen announced that the city-wide clean-up day is scheduled Saturday, September 18th from 8:00 a.m. to 2:00 p.m. She noted that household hazardous waste disposal will also be available.

Councilmember Grannis commented on the right-of-way acquisition for 80th Street and indicated he did some research on other counties in the metro area and found that Anoka County pays 100% of the cost for right-of-way acquisition, Carver County negotiates on a project by project basis, Ramsey County pays 100% for federal projects and nothing for local, Hennepin County pays 50%, Scott County pays 100% and Washington County paid for none of the right-of-way acquisition costs.

9. ADJOURN: Motion by Piekarski Krech, second by Klein, to adjourn. The meeting was adjourned by a unanimous vote at 8:24 p.m.

**INVER GROVE HEIGHTS SPECIAL CITY COUNCIL MEETING
FRIDAY, AUGUST 13, 2010 - 8150 BARBARA AVENUE**

CALL TO ORDER/ROLL CALL The City Council of Inver Grove Heights met in special session on Friday, August 13, 2010, in the City Council Chambers. Mayor Tourville called the meeting to order at 7:32 a.m. Present were Council members Grannis, Klein, and Piekarski Krech; and City Administrator Lynch.

CANVASS PRIMARY ELECTION RESULTS

Mr. Lynch presented the tabulation of the votes cast at the Primary Election of August 10, 2010 and the official returns of the election judges.

Motion by Grannis, second by Piekarski Krech, to adopt Resolution 10-127 Canvassing the Votes Cast at the August 10, 2010 Municipal Primary Election of the City of Inver Grove Heights and Declaring Candidate Results as Listed:

Precinct No.	1	2	3	4	5	6	7	8	9	10	TOTAL
<u>Councilmembers</u>											
Jeff Dahn	85	60	166	138	148	114	109	153	37	64	1,074
Edward J. Gunter	25	29	54	54	44	37	70	67	21	29	430
Rosemary Piekarski Krech	118	122	184	202	190	137	108	227	57	118	1,463
Dennis Madden	94	76	135	192	173	138	93	170	36	79	1,186
Jim Mueller	100	81	168	152	171	121	111	149	42	84	1,179

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, MINNESOTA that the following persons are declared as receiving the four (4) highest vote tallies for the position of Councilmember and those names are to be placed on the November 2, 2010, Municipal General Election ballot:

- Councilmember –**
1. Rosemary Piekarski Krech
 2. Dennis Madden
 3. Jim Mueller
 4. Jeff Dahn

Ballots Cast: 3,484
Registered Voters: 19,893
Turnout Percentage: 17.51%

Ayes: 4
Nays: 0 Motion carried.

9. ADJOURN: Motion by Piekarski Krech, seconded by Klein to adjourn. The meeting was adjourned by a unanimous vote at 7:36 a.m.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: August 23, 2010
 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 August 5, 2010 to August 18, 2010.

SUMMARY

Shown below is a listing of the disbursements for the various funds for the period ending August 18, 2010. The detail of these disbursements is attached to this memo.

General & Special Reveune	\$168,776.54
Debt Service & Capital Projects	755,138.54
Enterprise & Internal Service	476,421.37
Escrows	5,935.32
	<hr/>
Grand Total for All Funds	<u><u>\$1,406,271.77</u></u>

If you have any questions about any of the disbursements on the list, please call Vickie Gray, Accounting Technician at 651-450-2515 or Ann Lanoue, Finance Director at 651-450-2517.

Attached to this summary for your action is a resolution approving the disbursements for the period August 5, 2010 to August 18, 2010 and the listing of disbursements requested for approval.

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

**RESOLUTION APPROVING DISBURSEMENTS FOR THE
PERIOD ENDING AUGUST 18, 2010**

WHEREAS, a list of disbursements for the period ending August 18, 2010 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 Reveune	\$168,776.54
Debt Service & Capital Projects	755,138.54
Enterprise & Internal Service	476,421.37
Escrows	5,935.32
Grand Total for All Funds	<u><u>\$1,406,271.77</u></u>

Adopted by the City Council of Inver Grove Heights this 23th day of August, 2010.

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy City Clerk

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
08/09/2010	101712	JIMMY JOHN'S SANDWICHES	council session	101-1000-413.50-75		8/2010	172.57
						* Total	172.57
08/11/2010	101716	ACE PAINT & HARDWARE	503469	101-4200-423.40-40		8/2010	13.42
			503469	101-4200-423.40-42		8/2010	.92
			503561	101-4200-423.60-40		8/2010	5.99
						* Total	20.33
08/11/2010	101719	AFSCME COUNCIL 5	7/24 - 8/6	101-0000-203.10-00		8/2010	884.72
						* Total	884.72
08/11/2010	101725	ARROWWOOD RESORT & CONF	9/21 -9/24	101-2000-415.50-75		8/2010	339.86
						* Total	339.86
08/11/2010	101726	ASPEN MILLS	99205	101-4200-423.60-45		8/2010	71.90
						* Total	71.90
08/11/2010	101732	BLOOMINGTON SECURITY SO	S68232	101-6000-451.40-40		8/2010	78.71
			S70213	101-6000-451.40-40		8/2010	125.00
						* Total	203.71
08/11/2010	101735	CARLSON, ERIC	food parking	101-1200-414.50-75		8/2010	14.72
				101-6000-451.50-65		8/2010	7.00
						* Total	21.72
08/11/2010	101738	CDW GOVERNMENT INC	2394832	101-4000-421.80-80		8/2010	317.20
						* Total	317.20
08/11/2010	101740	CLAREY'S SAFETY EQUIPME	134127	101-4200-423.60-18		8/2010	93.00
						* Total	93.00
08/11/2010	101741	CLEAN N PRESS	1443	101-4000-421.50-40		8/2010	12.83
						* Total	12.83
08/11/2010	101753	DAKOTA CTY PROPERTY REC	2411	101-1200-414.40-44		8/2010	764.44
						* Total	764.44
08/11/2010	101757	DAKOTA ELECTRIC ASSN	ACCT 4267134	101-5400-445.40-20		8/2010	32.58
						* Total	32.58
08/11/2010	101758	DAKOTA ELECTRIC ASSN	ACCT 4612214	101-5400-445.40-20		8/2010	100.71
						* Total	100.71
08/11/2010	101759	DAKOTA ELECTRIC ASSN	ACCT 3935632	101-5400-445.40-20		8/2010	190.46
						* Total	190.46
08/11/2010	101760	DAKOTA ELECTRIC ASSN	ACCT 2468379	101-6000-451.40-20		8/2010	4,120.26
						* Total	4,120.26
08/11/2010	101761	DAKOTA ELECTRIC ASSN	ACCT 4430542	101-6000-451.40-20		8/2010	8.97
						* Total	8.97
08/11/2010	101762	DAKOTA ELECTRIC ASSN	acct 2501658	101-6000-451.40-20		8/2010	680.03

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
						* Total	680.03
08/11/2010	101763	DANNER LANDSCAPING	7477	101-6000-451.60-16		8/2010	157.11
			7515	101-6000-451.60-16		8/2010	53.43
						* Total	210.54
08/11/2010	101767	DIAMOND VOGEL PAINT	101341732	101-5200-443.60-16		8/2010	7,887.70
						* Total	7,887.70
08/11/2010	101775	FRATTALONE COMPANIES IN	1007007	101-5200-443.60-16		8/2010	20.00
						* Total	20.00
08/11/2010	101777	G & K SERVICES	1182505788	101-5200-443.60-45		8/2010	16.03
			1182505788	101-6000-451.60-45		8/2010	23.63
						* Total	39.66
08/11/2010	101779	G & K SERVICES	acct 7494701	101-5200-443.60-45		8/2010	50.54
			acct 7494701	101-6000-451.60-45		8/2010	23.63
						* Total	74.17
08/11/2010	101787	HANCO CORPORATION	528569	101-6000-451.60-40		8/2010	183.83
						* Total	183.83
08/11/2010	101792	HOISINGTON KOEGLER GROU	00704713	101-3200-419.30-60		8/2010	469.00
			00704714	101-3200-419.30-60		8/2010	250.00
						* Total	719.00
08/11/2010	101794	HSBC BUSINESS SOLUTIONS	acct 700370570016581	101-5200-443.60-16		8/2010	89.92
						* Total	89.92
08/11/2010	101799	INVER GROVE FORD	JULY RENTAL	101-4000-421.70-30		8/2010	266.88
			JUNE RENTAL	101-4000-421.70-30		8/2010	266.88
						* Total	533.76
08/11/2010	101801	INVERCITY PRINTING INC	107010	101-4200-423.50-30		8/2010	427.50
						* Total	427.50
08/11/2010	101804	IUOE	7/24 - 8/6	101-0000-203.10-00		8/2010	1,447.65
						* Total	1,447.65
08/11/2010	101807	JRK SEED & TURF SUPPLY	23413	101-5200-443.40-66		8/2010	169.56
						* Total	169.56
08/11/2010	101808	JUCKEL LAWCARE & SNOW	1257	101-3000-419.30-70		8/2010	307.25
						* Total	307.25
08/11/2010	101814	LELS	7/24 - 8/6	101-0000-203.10-00		8/2010	1,170.00
						* Total	1,170.00
08/11/2010	101815	LELS SERGEANTS	7/24 - 8/6	101-0000-203.10-00		8/2010	210.00
						* Total	210.00
08/11/2010	101823	METROPOLITAN COUNCIL EN	JULY 2010	101-0000-341.40-00		8/2010	1,533.00

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
						* Total	1,533.00-
08/11/2010	101824	MINNEAPOLIS OXYGEN CO.	RIO7100424	101-4200-423.70-50		8/2010	13.25
						* Total	13.25
08/11/2010	101826	MN GFOA	SHANNON BATTLES	101-2000-415.50-80		8/2010	225.00
						* Total	225.00
08/11/2010	101827	MN GLOVE & SAFETY, INC.	243338	101-5200-443.60-45		8/2010	78.77
						* Total	78.77
08/11/2010	101830	MN SHERIFF'S ASSOCIATIO	in squad camera grant	101-4000-421.60-40		8/2010	500.00
						* Total	500.00
08/11/2010	101832	MTI DISTRIBUTING CO	749127	101-6000-451.40-47		8/2010	29.98
						* Total	29.98
08/11/2010	101834	NATURE CALLS, INC.	14739	101-6000-451.40-65		8/2010	675.00
						* Total	675.00
08/11/2010	101836	NEWMAN SIGNS INC	TI0224438	101-5200-443.60-16		8/2010	3,780.75
						* Total	3,780.75
08/11/2010	101837	NEXTEL COMMUNICATIONS	ACCT634573312	101-3300-419.50-20		8/2010	213.26
						* Total	213.26
08/11/2010	101838	NEXTEL COMMUNICATIONS	ACCT634573312	101-3300-419.50-20		8/2010	210.60
						* Total	210.60
08/11/2010	101839	NORTH COUNTRY INTERIORS	574059	101-3300-419.30-70		8/2010	934.75
						* Total	934.75
08/11/2010	101843	OLD WORLD PIZZA	VMCC	101-6000-451.60-65		8/2010	145.44
						* Total	145.44
08/11/2010	101844	PINE BEND PAVING, INC.	SHANNON BATTLES	101-6000-451.40-46		8/2010	41,995.00
						* Total	41,995.00
08/11/2010	101845	PINE BEND PAVING, INC.	60510	101-5200-443.60-16		8/2010	263.50
						* Total	263.50
08/11/2010	101849	PRAIL, RYAN V	food - training	101-4000-421.50-75		8/2010	64.10
						* Total	64.10
08/11/2010	101853	PRESTIGE ELECTRIC, INC.	84913 84917	101-4200-423.40-40 101-4200-423.40-40		8/2010 8/2010	94.00 755.00
						* Total	849.00
08/11/2010	101854	QWEST	ACCT 6514559072	101-4200-423.50-20		8/2010	7.42
						* Total	7.42
08/11/2010	101855	QWEST	ACCT 6514577671	101-4200-423.50-20		8/2010	41.46
						* Total	41.46

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
08/11/2010	101856	QWEST	ACCT 6514577674	101-4200-423.50-20		8/2010	41.46
						* Total	41.46
08/11/2010	101858	RCM SPECIALTIES INC	3057 3058	101-5200-443.40-46 101-5200-443.40-46		8/2010 8/2010	7,875.00 3,936.50
						* Total	11,811.50
08/11/2010	101863	SAM'S CLUB	acct 7715090401334891 acct 7715090401334891	101-4200-423.50-75 101-4200-423.60-65		8/2010 8/2010	175.92 198.69
						* Total	374.61
08/11/2010	101864	SCHWAAB, INC	A28661	101-3300-419.60-40		8/2010	26.23
						* Total	26.23
08/11/2010	101870	SOLBERG AGGREGATE CO	4677	101-5200-443.60-16		8/2010	164.29
						* Total	164.29
08/11/2010	101871	SOUTH RIVER HEATING & C	1014927	101-4200-423.40-40		8/2010	190.82
						* Total	190.82
08/11/2010	101872	SOUTH ST PAUL ANIMAL HO	MAY - JULY	101-4000-421.70-50		8/2010	788.73
						* Total	788.73
08/11/2010	101875	ST. JOSEPH EQUIPMENT, I	SR16690 SR16691	101-5200-443.40-50 101-5200-443.40-66		8/2010 8/2010	3,847.50 880.94
						* Total	4,728.44
08/11/2010	101876	STEENBERG, LUKE	EXPENSE REPORT tire cleaner & cups	101-4200-423.60-11 101-4200-423.60-65		8/2010 8/2010	34.64 5.68
						* Total	40.32
08/11/2010	101877	STREICHER'S	756597	101-4000-421.60-18		8/2010	2,954.56
						* Total	2,954.56
08/11/2010	101880	TERRI KENISON	JULY	101-4200-423.30-70		8/2010	908.44
						* Total	908.44
08/11/2010	101881	TIMESAVER OFF SITE SECR	JULY	101-1100-413.30-70		8/2010	334.88
						* Total	334.88
08/11/2010	101883	TOTAL REPAIR, INC.	22451 22452 22453	101-5200-443.40-66 101-5200-443.40-66 101-5200-443.40-66		8/2010 8/2010 8/2010	529.78 1,422.50 1,684.26
						* Total	3,636.54
08/11/2010	101886	UNITED WAY	7/24 - 8/6	101-0000-203.13-00		8/2010	178.00
						* Total	178.00
08/11/2010	101888	USA MOBILITY WIRELESS I	ACCT 61192662	101-4000-421.50-20		8/2010	15.67
						* Total	15.67
08/11/2010	101889	USA MOBILITY WIRELESS I	acct 03174091	101-4000-421.50-20		8/2010	26.58
						* Total	26.58

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
08/11/2010	101892	VERMEER SALES & SERVICE	R04188	101-5200-443.40-66		8/2010	707.38
						* Total	707.38
08/11/2010	101893	VERMEER SALES & SERVICE	R04188	101-6000-451.40-50		8/2010	4,951.65
						* Total	4,951.65
08/11/2010	101895	VIKING INDUSTRIAL CENTE	253004 253239	101-5200-443.60-45 101-4200-423.40-40		8/2010	141.42
						8/2010	1,279.55
						* Total	1,420.97
08/11/2010	101896	WALKER LAWN CARE, INC.	7046 7126	101-3000-419.30-70 101-3000-419.30-70		8/2010	188.36
						8/2010	79.81
						* Total	268.17
08/11/2010	101901	XCEL ENERGY	acct 5188494737	101-5400-445.40-20		8/2010	67.02
						* Total	67.02
08/11/2010	101902	XCEL ENERGY	acct 5164351291	101-5400-445.40-20		8/2010	141.62
						* Total	141.62
08/11/2010	101903	XCEL ENERGY	acct 5193598573	101-5400-445.40-20		8/2010	280.03
						* Total	280.03
08/11/2010	101904	XCEL ENERGY	acct 5193897235	101-5400-445.40-20		8/2010	387.20
						* Total	387.20
08/11/2010	101905	XCEL ENERGY	acct 5160255967	101-5400-445.40-20		8/2010	37.73
						* Total	37.73
08/11/2010	101906	XCEL ENERGY	acct 5183943582	101-5400-445.40-20		8/2010	36.71
						* Total	36.71
08/11/2010	101907	XCEL ENERGY	acct 5170946691	101-5400-445.40-20		8/2010	40.36
						* Total	40.36
08/11/2010	101908	XCEL ENERGY	acct 5152791130 acct 5152791130	101-5200-443.40-20 101-5400-445.40-20		8/2010	1,034.29
						8/2010	8,691.71
						* Total	9,726.00
78 Checks ** Fund Total							114,306.02
08/11/2010	101859	RIVER HEIGHTS CHAMBER O	507 507	201-1600-465.30-70 201-1600-465.40-65		8/2010	1,592.50
						8/2010	200.00
						* Total	1,792.50
1 Checks ** Fund Total							1,792.50
08/11/2010	101823	METROPOLITAN COUNCIL EN	JULY 2010	404-0000-217.00-00		8/2010	153,300.00
						* Total	153,300.00
1 Checks ** Fund Total							153,300.00
08/09/2010	101713	LOW VOLTAGE CONTRACTORS	city hall addition	428-5918-728.80-61	0818	8/2010	38,000.00

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
						* Total	38,000.00
08/09/2010	101714	LOW VOLTAGE CONTRACTORS	city hall addition	428-5918-728.80-61	0818	8/2010	23,750.00
						* Total	23,750.00
08/09/2010	101715	SHAW-LUNDQUIST ASSOCIAT	city hall addition	428-5918-728.80-20	0818	8/2010	263,663.95
						* Total	263,663.95
08/11/2010	101729	BKV GROUP, INC.	27242	428-5918-728.30-20	0818	8/2010	5,549.31
			27243	428-5918-728.30-20	0818	8/2010	2,450.00
						* Total	7,999.31
08/11/2010	101811	KRECH, O'BRIEN, MUELLER	81530116457	428-5918-728.30-20	0818	8/2010	14,098.85
						* Total	14,098.85
08/11/2010	101869	SIRCHIE FINGER PRINT LA	0549445	428-5918-728.80-50	0818	8/2010	805.05
			5494459	428-5918-728.80-50	0818	8/2010	22,451.00
						* Total	23,256.05
				6 Checks	** Fund Total		370,768.16
08/11/2010	101828	MN PIPE & EQUIPMENT	0254822	429-5929-729.80-30	0929	8/2010	429.68
						* Total	429.68
				1 Checks	** Fund Total		429.68
08/11/2010	101768	DISC GOLF ASSOCIATION I	25128	444-5900-744.40-47		8/2010	187.40
						* Total	187.40
				1 Checks	** Fund Total		187.40
08/11/2010	101765	DCA TITLE	101030168X	451-5900-751.30-70		8/2010	450.00
						* Total	450.00
				1 Checks	** Fund Total		450.00
08/11/2010	101730	BLACKBERRY POINTE APART	pay go note	453-9000-570.90-10		8/2010	110,017.90
						* Total	110,017.90
08/11/2010	101731	BLACKBERRY POINTE APART	pay go note	453-9000-570.90-10		8/2010	119,985.40
						* Total	119,985.40
				2 Checks	** Fund Total		230,003.30
08/11/2010	101716	ACE PAINT & HARDWARE	503484	501-7100-512.60-16		8/2010	6.07
			503599	501-7100-512.60-16		8/2010	9.60
						* Total	15.67
08/11/2010	101737	CARQUEST OF ROSEMOUNT	1596130925	501-7100-512.40-42		8/2010	34.56
			1596130926	501-7100-512.40-42		8/2010	20.22
						* Total	54.78
08/11/2010	101739	CITY OF BLOOMINGTON	JULY	501-7100-512.30-70		8/2010	400.00

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
						* Total	400.00
08/11/2010	101746	CONTRACTORS & SURVEYORS	7597	501-7100-512.60-16		8/2010	152.56
			7606	501-7100-512.60-16		8/2010	153.79
						* Total	306.35
08/11/2010	101756	DAKOTA ELECTRIC ASSN	acct 214831	501-7100-512.40-20		8/2010	10.11
						* Total	10.11
08/11/2010	101763	DANNER LANDSCAPING	7477	501-7100-512.60-16		8/2010	44.88
			7515	501-7100-512.60-16		8/2010	11.76
						* Total	56.64
08/11/2010	101764	DANNER LANDSCAPING	7496	501-7100-512.60-16		8/2010	35.27
						* Total	35.27
08/11/2010	101777	G & K SERVICES	1182505788	501-7100-512.60-45		8/2010	4.93
						* Total	4.93
08/11/2010	101779	G & K SERVICES	acct 7494701	501-7100-512.60-45		8/2010	4.93
						* Total	4.93
08/11/2010	101782	GOODIN COMPANY	02821046	501-7100-512.60-16		8/2010	88.64
						* Total	88.64
08/11/2010	101783	GOPHER STATE ONE-CALL	70600	501-7100-512.30-70		8/2010	664.10
						* Total	664.10
08/11/2010	101786	GRAYBAR	948844122	501-7100-512.40-40		8/2010	128.56
						* Total	128.56
08/11/2010	101788	HAWKINS, INC.	3142176	501-7100-512.60-19		8/2010	569.00
			3143912	501-7100-512.60-19		8/2010	5,201.32
						* Total	5,770.32
08/11/2010	101789	HD SUPPLY WATERWORKS LT	1696969	501-7100-512.60-16		8/2010	278.79
						* Total	278.79
08/11/2010	101793	HOSE / CONVEYORS INC	12469	501-7100-512.40-43		8/2010	910.91
						* Total	910.91
08/11/2010	101825	MN AWWA	attende; jim sweeney	501-7100-512.50-80		8/2010	450.00
						* Total	450.00
08/11/2010	101827	MN GLOVE & SAFETY, INC.	243509	501-7100-512.60-65		8/2010	13.90
						* Total	13.90
08/11/2010	101850	PRAIRIE RESTORATIONS, I	12401	501-7100-512.30-70		8/2010	360.70
						* Total	360.70
08/11/2010	101874	SPS COMPANIES, INC.	2235491	501-7100-512.40-43		8/2010	1,106.18
			2235491003	501-7100-512.40-43		8/2010	144.29
						* Total	1,250.47

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
08/11/2010	101909	XCEL ENERGY	acct 5160987097	501-7100-512.40-10		8/2010	885.13
			acct 5160987097	501-7100-512.40-20		8/2010	21,619.55
						* Total	22,504.68
				20 Checks	** Fund Total		33,309.75
08/11/2010	101754	DAKOTA CTY TREASURER	JULY 2010	502-0000-207.01-00		8/2010	40.00
						* Total	40.00
08/11/2010	101777	G & K SERVICES	1182505788	502-7200-514.60-45		8/2010	2.12
						* Total	2.12
08/11/2010	101779	G & K SERVICES	acct 7494701	502-7200-514.60-45		8/2010	2.12
						* Total	2.12
08/11/2010	101822	METROPOLITAN COUNCIL	937873	502-7200-514.40-15		8/2010	117,639.26
						* Total	117,639.26
08/11/2010	101829	MN RURAL WATER ASSOCIAT	attendee; al schwartz	502-7200-514.50-80		8/2010	250.00
						* Total	250.00
08/11/2010	101909	XCEL ENERGY	acct 5160987097	502-7200-514.40-20		8/2010	323.88
						* Total	323.88
				6 Checks	** Fund Total		118,257.38
08/11/2010	101716	ACE PAINT & HARDWARE	503478	503-8100-522.40-42		8/2010	9.61
			503507	503-8600-527.60-21		8/2010	81.18
			503547	503-8100-522.40-42		8/2010	17.06
			503586	503-8600-527.40-42		8/2010	7.98
						* Total	115.83
08/11/2010	101720	ALL STAR PRO GOLF, INC.	216770	503-8200-523.76-40		8/2010	321.25
						* Total	321.25
08/11/2010	101721	ALTERNATOR REBUILD	42447	503-8600-527.40-42		8/2010	97.41
						* Total	97.41
08/11/2010	101724	ARCTIC GLACIER, INC.	438021100	503-8300-524.60-65		8/2010	129.64
			438021406	503-8300-524.60-65		8/2010	97.48
			438021802	503-8300-524.60-65		8/2010	129.64
			438022101	503-8300-524.60-65		8/2010	129.64
						* Total	486.40
08/11/2010	101742	COCA COLA BOTTLING COMP	0138515811	503-8300-524.76-10		8/2010	1,037.79
			0138516211	503-8300-524.76-10		8/2010	496.67
						* Total	1,534.46
08/11/2010	101743	COLLEGE CITY BEVERAGE	715513	503-8300-524.76-15		8/2010	573.25
			715563	503-8300-524.76-15		8/2010	652.95
						* Total	1,226.20
08/11/2010	101748	COVERALL OF THE TWIN CI	7070156739	503-8500-526.40-40		8/2010	1,122.19

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
						* Total	1,122.19
08/11/2010	101752	CUSHMAN MOTOR COMPANY I	150733	503-8400-525.40-41		8/2010	384.30
						* Total	384.30
08/11/2010	101755	DAKOTA ELECTRIC ASSN	acct 2013605	503-8600-527.40-20		8/2010	188.03
						* Total	188.03
08/11/2010	101778	G & K SERVICES	1182516668	503-8600-527.60-45		8/2010	79.80
						* Total	79.80
08/11/2010	101785	GRANDMA'S BAKERY	52978	503-8300-524.76-05		8/2010	46.40
			53254	503-8300-524.76-05		8/2010	52.18
			53522	503-8300-524.76-05		8/2010	57.96
			53774	503-8300-524.76-05		8/2010	57.96
			54059	503-8300-524.76-05		8/2010	46.40
			54295	503-8300-524.76-05		8/2010	46.40
			54569	503-8300-524.76-05		8/2010	49.29
			54892	503-8300-524.76-05		8/2010	49.29
			55172	503-8300-524.76-05		8/2010	52.18
			55449	503-8300-524.76-05		8/2010	70.41
			55701	503-8300-524.76-05		8/2010	57.96
			55960	503-8300-524.76-05		8/2010	43.51
						* Total	629.94
08/11/2010	101790	HEGGIES PIZZA	1027254	503-8300-524.76-05		8/2010	161.70
						* Total	161.70
08/11/2010	101805	JJ TAYLOR DIST. COMPANY	1414465	503-8300-524.76-15		8/2010	208.00
			1414514	503-8300-524.76-15		8/2010	163.00
						* Total	371.00
08/11/2010	101812	KREMER SERVICES LLC	907809	503-8600-527.40-42		8/2010	280.82
						* Total	280.82
08/11/2010	101813	LEITNER COMPANY	203317	503-8600-527.60-20		8/2010	581.31
			203324	503-8600-527.60-20		8/2010	368.60
						* Total	949.91
08/11/2010	101816	LILLIE SUBURBAN NEWSPAP	acct 1466	503-8500-526.50-25		8/2010	1,531.00
						* Total	1,531.00
08/11/2010	101820	M. AMUNDSON LLP	91240	503-8300-524.76-05		8/2010	163.62
						* Total	163.62
08/11/2010	101821	METRO CASH REGISTER SYS	69638	503-8500-526.60-10		8/2010	74.99
						* Total	74.99
08/11/2010	101833	NAPA OF INVER GROVE HEI	211121	503-8600-527.60-22		8/2010	39.43
			212703	503-8600-527.60-22		8/2010	25.60
						* Total	65.03
08/11/2010	101835	NATURE CALLS, INC.	14694	503-8600-527.40-65		8/2010	101.44

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
						* Total	101.44
08/11/2010	101846	PING	10356888	503-8200-523.76-25		8/2010	177.85
						* Total	177.85
08/11/2010	101847	PIONEER PRESS	GOLF COURSE	503-8500-526.50-25		8/2010	1,425.00
						* Total	1,425.00
08/11/2010	101852	PRECISION TURF & CHEMIC	35235	503-8600-527.60-35		8/2010	3,276.73
						* Total	3,276.73
08/11/2010	101860	RIVERTOWN NEWSPAPER GRO	49450	503-8500-526.50-25		8/2010	438.90
						* Total	438.90
08/11/2010	101866	SIGNAL SYSTEMS INC	56302	503-8500-526.60-10		8/2010	46.06
						* Total	46.06
08/11/2010	101878	SUMMIT FOOD EQUIPMENT S	41290	503-8300-524.40-42		8/2010	187.19
						* Total	187.19
08/11/2010	101879	SUPERIOR GOLF CARS	SO33949	503-8600-527.40-42		8/2010	46.60
						* Total	46.60
08/11/2010	101887	US FOODSERVICE	3968662	503-8300-524.60-65		8/2010	170.53
			3968662	503-8300-524.76-05		8/2010	906.50
			3968662	503-8300-524.76-10		8/2010	92.52
						* Total	1,169.55
08/11/2010	101891	VERIZON WIRELESS	acct 480568913	503-8500-526.50-20		8/2010	17.27
						* Total	17.27
08/11/2010	101897	XCEL ENERGY	acct 5158775121	503-8600-527.40-20		8/2010	2,328.82
						* Total	2,328.82
08/11/2010	101898	XCEL ENERGY	acct 5158775110	503-8600-527.40-20		8/2010	26.13
						* Total	26.13
08/11/2010	101899	XCEL ENERGY	acct 5157543641	503-8500-526.40-10		8/2010	41.39
			acct 5157543641	503-8500-526.40-20		8/2010	1,648.27
			acct 5157543641	503-8600-527.40-10		8/2010	23.94
						* Total	1,713.60
08/11/2010	101911	YOCUM OIL COMPANY, INC.	992111	503-8400-525.60-21		8/2010	1,230.19
						* Total	1,230.19
				33 Checks	** Fund Total		21,969.21
08/11/2010	101733	BROADWAY AWARDS	28277	504-6100-452.60-09	R20680	8/2010	541.86
						* Total	541.86
08/11/2010	101734	BUDGET SIGN AND GRAPHIC	48801	504-6100-452.60-40	R90100	8/2010	51.30
						* Total	51.30

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
08/11/2010	101797	INDEPENDENT SCHOOL DIST	SENIOR TRIP	504-0000-227.10-00		8/2010	3,565.00
						* Total	3,565.00
08/11/2010	101800	INVER GROVE HEIGHTS SEN	MEMBERSHIP	504-0000-227.10-00		8/2010	341.00
						* Total	341.00
08/11/2010	101803	ITL PATCH COMPANY, INC.	29932	504-6100-452.60-09	R20680	8/2010	109.92
						* Total	109.92
08/11/2010	101867	SIGNATURE CONCEPTS	14197828	504-6100-452.60-45	R20680	8/2010	605.10
						* Total	605.10
08/11/2010	101873	SPORTS UNLIMITED	JULY 26-30	504-6100-452.30-70	R41050	8/2010	616.00
						* Total	616.00
				7 Checks	** Fund Total		5,830.18
08/11/2010	101742	COCA COLA BOTTLING COMP	0168268008	505-6200-453.76-10	C30200	8/2010	140.00
						* Total	140.00
08/11/2010	101744	COMCAST	VMCC	505-6200-453.50-70	C10000	8/2010	74.95
						* Total	74.95
08/11/2010	101749	CRARY, AMY	EDUCATION	505-6200-453.50-80	C70000	8/2010	220.00
			CLASS MATERIALS	505-6200-453.60-18	C70000	8/2010	30.00
						* Total	250.00
08/11/2010	101773	FERRELLGAS	acct 7757735	505-6200-453.60-21	C21000	8/2010	186.56
						* Total	186.56
08/11/2010	101776	FREEMOTION FITNESS, INC	94316	505-6200-453.40-40	C10000	8/2010	42.37
						* Total	42.37
08/11/2010	101784	GRAINGER	9294861142	505-6200-453.60-16	C25000	8/2010	50.69
			9296644926	505-6200-453.60-16	C21000	8/2010	74.60
			9297900871	505-6200-453.60-16	C25000	8/2010	14.48
			9301122819	505-6200-453.60-16	C25000	8/2010	80.87
			9304331490	505-6200-453.60-16	C21000	8/2010	107.73
			9305531387	505-6200-453.60-16	C25000	8/2010	46.55
			9306913071	505-6200-453.60-65	C25000	8/2010	104.56
			9306913089	505-6200-453.60-65	C25000	8/2010	47.90
			9307537945	505-6200-453.60-16	C21000	8/2010	11.08
			9308695825	505-6200-453.60-16	C21000	8/2010	179.58
			9310795142	505-6200-453.60-11	C21000	8/2010	276.19
						* Total	994.23
08/11/2010	101791	HILLYARD INC	6413056	505-6200-453.60-11	C25000	8/2010	932.36
						* Total	932.36
08/11/2010	101795	HUEBSCH SERVICES	2575786	505-6200-453.40-40	C25000	8/2010	105.57
						* Total	105.57
08/11/2010	101806	JOHNSON CONTROLS	1126577661	505-6200-453.40-40	C25000	8/2010	979.95

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
08/11/2010	101806	JOHNSON CONTROLS	11295605351 11310595894	505-6200-453.40-40 505-6200-453.40-40	C25000 C25000	8/2010 8/2010	2,510.00 2,956.17 * Total 6,446.12
08/11/2010	101809	KIMBALL MIDWEST	1596730	505-6200-453.60-16	C25000	8/2010	138.16 * Total 138.16
08/11/2010	101810	KMS AIR DUCT CLEANING	5039	505-6200-453.40-40	C21000	8/2010	1,913.06 * Total 1,913.06
08/11/2010	101819	M & E ENGINEERING INC	5436	505-6200-453.30-30	C25000	8/2010	1,763.20 * Total 1,763.20
08/11/2010	101831	MN ZOO	PASSES	505-6200-453.50-90	C65100	8/2010	741.00 * Total 741.00
08/11/2010	101843	OLD WORLD PIZZA	VMCC	505-6200-453.76-05	C16000	8/2010	156.26 * Total 156.26
08/11/2010	101861	ROACH, RICK	mileage	505-6200-453.50-65	C25000	8/2010	7.50 * Total 7.50
08/11/2010	101890	VANCO SERVICES LLC	JULY	505-6200-453.70-60	C10100	8/2010	61.50 * Total 61.50
08/11/2010	101910	XCEL ENERGY	acct 5168679487 acct 5168679487	505-6200-453.40-10 505-6200-453.40-20	C25000 C25000	8/2010 8/2010	4,727.60 28,167.40 * Total 32,895.00
				17 Checks	** Fund Total		46,847.84
08/11/2010	101862	SAFE ASSURE CONSULTANTS	291	602-2100-415.50-80		8/2010	5,895.00 * Total 5,895.00
				1 Checks	** Fund Total		5,895.00
08/11/2010	101716	ACE PAINT & HARDWARE	503463 503524 503561	603-5300-444.40-41 603-5300-444.40-41 603-5300-444.40-41		8/2010 8/2010 8/2010	6.38 64.11 28.16 * Total 98.65
08/11/2010	101717	ADVANCED GRAPHIX, INC.	181545	603-5300-444.80-70		8/2010	920.00 * Total 920.00
08/11/2010	101722	ALTERNATORS STARTERS &	A83894	603-5300-444.40-41		8/2010	139.21 * Total 139.21
08/11/2010	101737	CARQUEST OF ROSEMOUNT	internal correction internal correction 1596131964 1596131964 1596131969 1596131972	603-0000-145.50-00 603-5300-444.40-41 603-5300-444.40-41 603-5300-444.60-12 603-5300-444.40-41 603-5300-444.40-41 603-0000-145.50-00		8/2010 8/2010 8/2010 8/2010 8/2010 8/2010 8/2010	15.73- 15.73 7.47 49.96 7.46 7.46 247.29

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
08/11/2010	101737	CARQUEST OF ROSEMOUNT	1596131974	603-5300-444.40-41		8/2010	7.47-
			1596131999	603-5300-444.60-40		8/2010	166.73
			1596132002	603-0000-145.50-00		8/2010	27.19
			1596132013	603-5300-444.40-41		8/2010	16.44
			1596132014	603-5300-444.40-41		8/2010	133.48
			1596132059	603-5300-444.40-41		8/2010	31.46-
			1596132107	603-5300-444.40-41		8/2010	32.67
			1596132138	603-5300-444.60-40		8/2010	163.51
			1596132194	603-0000-145.50-00		8/2010	12.03
			1596132195	603-5300-444.40-41		8/2010	16.44-
			1596132214	603-0000-145.50-00		8/2010	46.81
			1596132297	603-5300-444.40-41		8/2010	62.29
						* Total	917.96
08/11/2010	101740	CLAREY'S SAFETY EQUIPME	134127	603-5300-444.40-41		8/2010	61.39
						* Total	61.39
08/11/2010	101745	COMO LUBE & SUPPLIES	491688	603-5300-444.40-25		8/2010	135.69
						* Total	135.69
08/11/2010	101766	DEALER AUTOMOTIVE SERVI	1063951008	603-5300-444.40-41		8/2010	88.76
						* Total	88.76
08/11/2010	101769	ELK RIVER FORD, INC.	2010 ford 2fabp7bvaxi4606	603-5300-444.80-70		8/2010	24,316.32
			2010 ford 2fabp7bvaxi4606	603-5300-444.80-70		8/2010	24,316.32
						* Total	48,632.64
08/11/2010	101770	ELROY'S ELECTRIC SERVIC	1292	603-5300-444.40-40		8/2010	498.25
						* Total	498.25
08/11/2010	101771	EMERGENCY AUTOMOTIVE TE	0722107	603-5300-444.40-41		8/2010	64.08
						* Total	64.08
08/11/2010	101772	FACTORY MOTOR PARTS COM	13420224	603-5300-444.40-41		8/2010	322.43
						* Total	322.43
08/11/2010	101777	G & K SERVICES	1182505788	603-5300-444.40-65		8/2010	78.87
			1182505788	603-5300-444.60-45		8/2010	58.09
						* Total	136.96
08/11/2010	101779	G & K SERVICES	acct 7494701	603-5300-444.40-65		8/2010	78.88
			acct 7494701	603-5300-444.60-45		8/2010	21.97
						* Total	100.85
08/11/2010	101781	GERLACH OUTDOOR POWER E	160987	603-5300-444.40-41		8/2010	97.32
						* Total	97.32
08/11/2010	101787	HANCO CORPORATION	529008	603-5300-444.40-41		8/2010	208.68
			530170	603-5300-444.40-41		8/2010	125.37
						* Total	334.05
08/11/2010	101791	HILLYARD INC	6398337	603-5300-444.60-11		8/2010	402.48
						* Total	402.48

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
08/11/2010	101796	I-STATE TRUCK CENTER	C242127927	603-5300-444.40-41		8/2010	143.11
						* Total	143.11
08/11/2010	101799	INVER GROVE FORD	5042541	603-5300-444.40-41		8/2010	75.58
						* Total	75.58
08/11/2010	101840	NORTHLAND CHEMICAL CORP	5032745	603-5300-444.60-12		8/2010	63.59
						* Total	63.59
08/11/2010	101848	POMP'S TIRE SERVICE, IN	680559	603-5300-444.60-14		8/2010	1,792.71
			698543	603-5300-444.60-14		8/2010	92.86
						* Total	1,885.57
08/11/2010	101857	R & R CARPET SERVICE	JULY	603-5300-444.40-65		8/2010	78.02
						* Total	78.02
08/11/2010	101884	TOURNAMENT TURF SERVICE	1072344	603-5300-444.40-41		8/2010	1,690.08
						* Total	1,690.08
08/11/2010	101885	TURFWERKS	JI33078	603-5300-444.40-41		8/2010	25.61
			SI23789	603-5300-444.40-41		8/2010	320.70
			TI20940	603-5300-444.40-41		8/2010	626.32
						* Total	972.63
08/11/2010	101908	XCEL ENERGY	acct 5152791130	603-5300-444.40-20		8/2010	1,614.03
			acct 5152791130	603-5300-444.40-10		8/2010	94.06
						* Total	1,708.09
08/11/2010	101912	YOCUM OIL COMPANY, INC.	992123	603-0000-145.60-00		8/2010	4,207.50
						* Total	4,207.50
				25 Checks	** Fund Total		63,774.89
08/11/2010	101802	IPP INC PRINTING	12727	604-2200-416.60-05		8/2010	265.00
			12804	604-2200-416.60-05		8/2010	125.00
						* Total	390.00
08/11/2010	101841	OFFICE EQUIPMENT FINANC	156788218	604-2200-416.40-50		8/2010	1,717.75
						* Total	1,717.75
08/11/2010	101851	PRECISION DATA SYSTEMS	vmcc copy paper	604-2200-416.60-05		8/2010	350.41
			copy paper	604-2200-416.60-05		8/2010	979.76
						* Total	1,330.17
				3 Checks	** Fund Total		3,437.92
08/11/2010	101747	COORDINATED BUSINESS SY	ARNIN030180	605-3100-419.30-70		8/2010	320.63
						* Total	320.63
08/11/2010	101774	FOX, KIM	postage	605-3100-419.50-35		8/2010	29.92
						* Total	29.92
08/11/2010	101791	HILLYARD INC	6403947	605-3100-419.60-11		8/2010	324.28

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
08/11/2010	101791	HILLYARD INC	6403948 6406804 8165826	605-3100-419.60-11 605-3100-419.60-11 605-3100-419.60-11		8/2010 8/2010 8/2010 * Total	35.91 217.51 64.21- 513.49
08/11/2010	101798	INTEGRA TELECOM	1202913651	605-3100-419.40-40		8/2010 * Total	120.23 120.23
08/11/2010	101818	LONE OAK COMPANIES	48089	605-3100-419.50-35		8/2010 * Total	406.23 406.23
08/11/2010	101857	R & R CARPET SERVICE	JULY	605-3100-419.40-65		8/2010 * Total	103.56 103.56
08/11/2010	101868	SIMON'S APPLIANCE	58895	605-3100-419.40-42		8/2010 * Total	216.49 216.49
08/11/2010	101900	XCEL ENERGY	acct 5142529960	605-3100-419.40-20		8/2010 * Total	3,987.52 3,987.52
				8 Checks	** Fund Total		5,698.07
08/11/2010	101718	ADVANCED TECHNOLOGY SYS	55516	606-1400-413.60-10		8/2010 * Total	198.09 198.09
08/11/2010	101728	BATTERIES PLUS	030512140 030512989	606-1400-413.30-70 606-1400-413.40-49		8/2010 8/2010 * Total	70.51 17.30 87.81
08/11/2010	101750	CREATIVE VISION TECHNOL	108916	606-1400-413.30-70		8/2010 * Total	1,179.56 1,179.56
08/11/2010	101780	GADIANT, CATHERINE	key board	606-1400-413.40-49		8/2010 * Total	26.77 26.77
08/11/2010	101817	LOGISOLVE LLC	35764	606-1400-413.30-70		8/2010 * Total	1,092.50 1,092.50
08/11/2010	101842	OFFICE OF ENTERPRISE TE	JULY 2010	606-1400-413.30-75		8/2010 * Total	311.81 311.81
08/11/2010	101865	SHI INTERNATIONAL CORP	AEF44	606-1400-413.60-41		8/2010 * Total	221,079.50 221,079.50
08/11/2010	101882	TOTAL CONSTRUCTION & EQ	47309	606-1400-413.40-49		8/2010 * Total	103.11 103.11
				8 Checks	** Fund Total		224,079.15
08/09/2010	101711	HENNEPIN COUNTY DISTRIC	cortes,ufrano orozco	702-0000-229.10-00		8/2010 * Total	300.00 300.00
08/11/2010	101751	CULLIGAN	acct 157984732428	702-0000-228.63-00		8/2010	27.82

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
						* Total	27.82
						2 Checks ** Fund Total	327.82
08/11/2010	101727	BARR ENGINEERING COMPAN	231902180184	703-5500-446.30-30		8/2010	2,559.50
			231902180185	703-5500-446.30-30		8/2010	1,425.00
			231902180186	703-5500-446.30-30		8/2010	799.50
			231902180187	703-5500-446.30-30		8/2010	823.50
						* Total	5,607.50
						1 Checks ** Fund Total	5,607.50
						222 Checks *** Bank Total	1,406,271.77
						222 Checks *** Grand Total	1,406,271.77

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Pay Voucher No. 1 for City Project No. 2010-09B – Sealcoating

Meeting Date: August 23, 2010
Item Type: Consent
Contact: Thomas J. Kaldunski, 651.450.2572
Prepared by: Thomas J. Kaldunski, City Engineer
Reviewed by: Scott D. Thureen, Public Works Director

TJK
SAT

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 Pay Voucher No. 1 for City Project No. 2010-09B – Sealcoating.

SUMMARY

The improvements were included as part of the 2010 Pavement Management Program. The contract was awarded in an amount of \$234,350.00 to Astech Corp. on May 24, 2010.

Engineering recommends approval of Pay Voucher No. 1 in the amount of \$205,380.50 for City Project No. 2010-09B – Sealcoating.

TJK/kf
Attachment: Pay Voucher No. 1

PAYMENT #1

8/16/2010

**2010 PAVEMENT MANAGEMENT PROGRAM
SEALCOAT PROJECT
City Project # 2010-09B**

ASTECH- Asphalt Surface Technologies Incorporated

BASE BID

Item No.	Item Description	Unit	Contract Quantity	Quantity to Date	Contract Unit Price	Total Estimated Cost	Contract Cost to Date
1	STREET SWEEPING	HR	80		\$ 100.00	\$ 8,000.00	\$ -
2	SEAL COATING (FA-2 CLASS A)	SY	177,900	179150	\$ 1.10	\$ 195,690.00	\$ 197,065.00
3	SEAL COATING (FA-3 CLASS A)	SY	15,300	15300	\$ 1.25	\$ 19,125.00	\$ 19,125.00
4	PAVEMENT MESSAGE (LEFT ARROW) LATEX	EA	5		\$ 65.00	\$ 325.00	\$ -
5	PAVEMENT MESSAGE (RIGHT/THRU ARROW) LATEX	EA	1		\$ 85.00	\$ 85.00	\$ -
6	LINEAR MARKINGS 4" WIDTH LATEX SOLID WHITE	LF	18,200		\$ 0.10	\$ 1,820.00	\$ -
7	LINEAR MARKINGS 4" WIDTH LATEX SOLID YELLOW	LF	1,650		\$ 0.10	\$ 165.00	\$ -
8	LINEAR MARKINGS 12" WIDTH LATEX SOLID WHITE	LF	600		\$ 2.45	\$ 1,470.00	\$ -
9	LINEAR MARKINGS 24" WIDTH LATEX SOLID WHITE	LF	100		\$ 2.70	\$ 270.00	\$ -
10	LINEAR MARKINGS 4" LATEX SOLID DOUBLE YELLOW	LF	12,000		\$ 0.20	\$ 2,400.00	\$ -
11	TRAFFIC CONTROL	LS	1		\$ 5,000.00	\$ 5,000.00	\$ -

Original Contract Amount	\$ 234,350.00	
Contract Work Completed to Date		\$216,190.00
Retainage (5%)		\$10,809.50
Previous Payments		\$0.00
Amount Due This Payment #1		\$205,380.50

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Pay Voucher No. 5 for City Project No. 2007-17 – Clark Road Extension Improvements

Meeting Date: August 23, 2010
 Item Type: Consent *TJK*
 Contact: Thomas J. Kaldunski, 651.450.2572
 Prepared by: Thomas J. Kaldunski, City Engineer
 Reviewed by: *TJK OS*

Fiscal/FTE Impact:

- None
- Amount included in current budget
- Budget amendment requested
- FTE included in current complement
- New FTE requested – N/A
- Other: Cooperative Agreement Funds, Closed Bond Fund

PURPOSE/ACTION REQUESTED

Consider Pay Voucher No. 5 for City Project No. 2007-17 – Clark Road Extension Improvements.

SUMMARY

The contract was awarded in an amount of \$378,674.28 to Park Construction Company on June 8, 2009 for the project identified above.

The contractor has completed the work through July 31, 2010 in accordance with the contract plans and specifications. A 1.5% retainage will be maintained until the project is completed.

Public Works/Engineering recommends approval Pay Voucher No. 5 in the amount of \$3,338.17 to Park Construction Company for work on City Project No. 2007-17 – Clark Road Extension Improvements.

TJK/kf
 Attachment: Pay Voucher No. 5

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Change Order No. 3 and Pay Voucher No. 3 for City Project No. 2010-09D – South Grove Urban Street Reconstruction – Area 5

Meeting Date: August 23, 2010
 Item Type: Consent
 Contact: Thomas J. Kaldunski, 651.450.2572
 Prepared by: Thomas J. Kaldunski, City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director

TJK
SAT JS

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, Special Assessments, MSA Funds, Water Fund, Sewer Fund

PURPOSE/ACTION REQUESTED

Consider Change Order No. 3 and Pay Voucher No. 3 for City Project No. 2010-09D – South Grove Urban Street Reconstruction – Area 5.

SUMMARY

The improvements were ordered as part of the 2010 Pavement Management Program. The contract was awarded in the amount of \$3,149,199.00 to Ryan Contracting Co. on May 3, 2010 for City Project No. 2010-09D South Grove Urban Street Reconstruction, Area 5.

Change Order No. 3, in the amount of \$7,610.00, is for added drain tile on 75th Street as described on the attached change order. This item is funded by the Pavement Management Fund.

The contractor has completed the work through July 31, 2010 in accordance with the contract plans and specifications. A five (5) percent retainage will be maintained until the project is completed.

I recommend approval of Change Order No. 3 in the amount of \$7,610.00 (for a revised contract amount of \$3,219,680.45), and approval of Payment Voucher No. 3 in the amount of \$603,961.28 for work on City Project No. 2010-09D – South Grove Urban Street Reconstruction Area 5.

TJK/kf

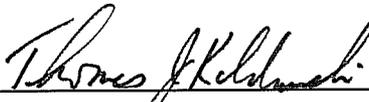
Attachments: Change Order No. 3
 Pay Voucher No. 3

CHANGE ORDER NO. 3

**2010 PAVEMENT MANAGEMENT PROGRAM
CITY PROJECT NO. 2010-09D
URBAN STREET RECONSTRUCTION – SOUTH GROVE AREA 5**

<p>Owner: City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077</p> <p>Contractor: Ryan Contracting Co. 26350 France Avenue P.O. Box 246 Elko, MN 55020</p>	<p>Date of Issuance: August 16, 2010</p> <p>Engineer: City Engineer</p>
<p><u>PURPOSE OF CHANGE ORDER</u></p> <p>See attached.</p>	
<p>CHANGE IN CONTRACT PRICE</p>	<p>CHANGE IN CONTRACT TIME</p>
Original Contract Price: \$3,149,199.00	Original Contract Time:
Previous Change Orders \$62,871.45	Net Change from Previous Change Orders
Contract Price Prior to this Change Order \$3,168,957.00	Contract Time Prior to this Change Order
Net Increase of this Change Order \$7,610.00	Net Increase (Decrease) of Change Order
Contract Price with all Approved Change Orders \$3,219,680.45	Contract Time with Approved Change
Recommended By:  John Schmeling, Engineering Technician	Approved By: _____ Ryan Contracting Co.

Approved By:



Thomas J. Kaldunski, City Engineer

Approved By:

George Tourville, Mayor

Date of Council Action:

August 23, 2010

ATTACHMENT TO CHANGE ORDER NO. 3

**CITY PROJECT NO. 2010-09D – URBAN STREET RECONSTRUCTION
SOUTH GROVE AREA 5**

Description of Changes:

Schedule B Added Drain Tile on 75th Street

Drainage and groundwater concerns were raised by several residents on 75th Street between Conroy Trail and Craig Avenue. A survey was conducted and there was a need to add drain tile and two sump baskets for residents to connect to. The Contractor provided a quote prior to the start of the work that was accepted by the Engineer. The following is a tabulation of the quote:

Item Number	Description	Units	Estimated Amount	Unit Price	Estimated Total
1	6" SDR 26 PVC Perforated Draintile with Sock and Aggregate	LF	182	\$ 25.00	\$ 4,550.00
2	Core Drill Into Storm Structure	EA	4	\$ 250.00	\$ 1,000.00
3	6" X 4" Wye for Sump Basket Connection	EA	7	\$ 100.00	\$ 700.00
4	Sump Pump Basket with Grate	EA	2	\$ 500.00	\$ 1,000.00
5	4" SDR 26 PVC Pipe	LF	24	\$ 15.00	\$ 360.00
Total:					\$ 7,610.00

Total for Added Drain Tile on 75th Street = \$7,610.00

Summary of Additional Services:

<u>Item</u>	<u>Cost</u>
Schedule B	\$ 7,610.00

Total Cost of Revisions \$7,610.00

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Approval of Proposal for Handheld Data Collectors

Meeting Date: August 23, 2010
 Item Type: Consent
 Contact: Scott D. Thureen 450-2571
 Prepared by: Scott D. Thureen, Public Works Director
 Reviewed by: *SDT*

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 - Capital Improvement Revolving Fund, Water Operating Fund

PURPOSE/ACTION REQUESTED

Consider approval of proposal for handheld data collectors.

SUMMARY

The Technology Division of the Administration Department has been working with the Engineering, Park Maintenance, Street Maintenance and Utilities Divisions to find a handheld data collector that could meet the needs of all four divisions. After field-testing different units, all the divisions agreed on a unit produced by Trimble (the Nomad 800GLC).

The Trimble Nomad is a ruggedized handheld computer and GPS device that makes it easy to collect, save and track routine maintenance and manage City assets. City workers can use the device to eliminate paperwork, cut down on data-entry errors, and give and get instant results about various components to the City's parks, utilities and engineering infrastructures. The devices can be used for asset inventory, inspection (locating existing assets for verification or reporting for regulatory requirements), and mapping. Specialized software is customized to specific departments and tasks, guiding workers through a series of questions and forms. A GPS with 2-5 meter accuracy helps to navigate quickly and easily, and controls data quality and consistency. Periodically the data is brought back to be integrated into the main GIS database. The device works in all weather conditions, is completely sealed from dust and can survive submersion in up to 3 feet of water for 30 minutes. The firm providing the quote, Frontier Precision, is an authorized/designated dealer for MN STATE Contract S-934(5) Survey, Mapping & GPS Equipment Contract #442051. These contracts are developed through a competitive bidding process based on the business needs of the State of Minnesota and other governmental entities in the State.

Memos from all four Division Heads are attached. They describe how the data collector will be used and the benefits provided. I propose funding the purchase from the Capital Improvement Revolving Fund and the Water Operating Fund (50/50). I recommend approval of the quote for the purchase of four Trimble Nomad 800GLC data collectors.

SDT/kf

Attachments Quote
 Memos from Division Heads

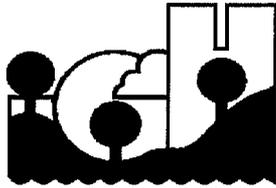
Scott Thureen

From: Mark Borgwardt
Sent: Monday, June 14, 2010 2:16 PM
To: Scott Thureen
Subject: GPS Handheld

Scott,

A portable GPS handheld device, such as the Trimble Nomad 800GLC for \$2,024.00, would benefit the Parks Division by allowing Parks employees to:

- Conduct and update new and existing tree inventory data
- Update trail maps to include new trails and sidewalks added to city network and development of maintenance plan
- Enter park boundary survey data into city parks data base
- GPS locations on athletic fields to assist with maintenance such as laying out soccer and baseball fields
- Assist in development of park assets electronic data base that would attach GPS coordinates with all parks infrastructure to assist in inventory, location, condition rating, digital picture to assist in maintenance and development of CIP based on life cycle replacement schedule
- Assist with calculating accurate field measurements to order materials and supplies for parks maintenance
- Assist with creating accurate maps for parks projects
- Creating an accurate electronic file for each park and each asset in that park
- Valuable tool to help make better maintenance decisions based on real time in the field data.
- Assist with maintenance of irrigation systems by accurately locating and mapping heads, valves and pipes
- Supplying accurate inventory data of all parks infrastructure
- Allow Parks employees to operate in field GPS device that would free up Catherine G. to do other tasks



City of Inver Grove Heights
Streets/Central Equipment

MEMORANDUM

TO : Scott Thureen
FROM : Barry Underdahl
SUBJECT : Data Collector
DATE : June 14, 2010

Background:

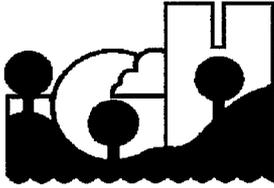
Recent technology needs discussions have resulted in a handheld device being selected as a very useful tool for data collection. For the Street Department the Trimble Nomad 800GLC would be used to gather detailed information about each sign, hardware, mount and post. This would include text and a photograph as well as its GPS location. This information will be very helpful to manage the vast number of signs throughout the community.

Over 1000 Engineer Grade signs must be replaced in the next seven years as well as hundreds of Diamond Grade signs as they lose their ability to reflect light. All regulatory, warning and ground mounted guide signs must meet minimum retroreflectivity levels by January 22, 2012. All street name signs and overhead guide signs must meet minimum levels by January 22, 2018.

The Nomad would play a vital role in meeting the mandated retroreflectivity requirements as well as ongoing maintenance and required replacements by increasing the efficiency and accuracy of sign data collection. The subsequent transfer of this information into our Sign View program would be much faster and more accurate due to the ability to upload the data rather than by manual data entry.

Recommendation:

I strongly recommend the purchase of the Trimble Nomad 800GLC handheld GPS device.



City of Inver Grove Heights
UTILITY DIVISION

MEMORANDUM

TO : Scott Thureen
FROM : Jim Sweeney
SUBJECT : **Trimble Handheld Data Collector**
DATE : June 15, 2010

The Trimble Nomad 800 will be utilized for several different functions within the water and wastewater maintenance areas. It will be used to collect all pertinent data on fire hydrants in our system, assess their condition, and track maintenance. All of this information will download to a database enabling us to track maintenance and repairs, and to standardize all hydrants in our system. Some of this information is currently maintained however it is all through handwritten service requests. In the near future we will also be able to use this device in conjunction with Cartegraphs Work Director software to record and manage our standard customer service requests.

In the wastewater area the handheld unit will be used to collect daily sewer cleaning and maintenance data, which then will be downloaded and tracked via the Cartegraphs software. This information is currently handwritten in the field, and then manually entered into the GIS system.

Utilities Division highly recommends the purchase of these data collectors to enhance our ability to track and retrieve this valuable maintenance information.

MEMO

CITY OF INVER GROVE HEIGHTS

TO: Scott D. Thureen, Public Works Director
FROM: Thomas J. Kaldunski, City Engineer 
DATE: August 19, 2010
SUBJECT: Purchase of Handheld Data Collector

Handheld data collection supports many facets of the Engineering Division responsibilities. After testing different devices with the Technology Division, the Trimble Nomad 800GLC handheld data collector will best support the needs of the Engineering Division. In addition, the device is built rugged for field and construction conditions making it not only versatile, but durable.

The Engineering Division would utilize the data collector to support the MS4/NPDES requirements to inspect all 800 storm pond inlets and outlets within the next 5 years. With the information, all major and minor storm water maintenance activities can be identified, budgeted, scheduled, bid, and repaired. The data collector will also be used to log and track pond sediment conditions to aid in the implementation of the mandated MS4/NPDES pond maintenance activities. In addition, the device would allow us to update and maintain the storm pipes, manholes, environmental structures, infiltration features (i.e. rain gardens), ponds and wetlands in coordination with the GIS system. The device will aid the Engineering Division in being able to systematically coordinate the required maintenance activities with the Street Maintenance and Utilities Divisions.

The Engineering Division has several other areas where the device will be utilized: logging and locations of illicit discharges; logging and tracking NPDES erosion and sediment control inspections in relation to construction activities; capturing curbside rain garden locations as part of the Pavement Management Program; documenting locations of sanitary sewer and water main infrastructure; aid in development of data relating to street condition ratings to assist in creating and implementing the Capital Improvement Plan based on the life cycle of a roadway; and provide data to create more accurate and effective maps. Since Engineering staff work in construction, around ponds, and trudge through dense vegetation in order to perform our maintenance inspections, the device chosen needs to be compact, rugged and durable.

The Trimble Nomad handheld computer and GPS device meets the needs of the Engineering Division: ease of use for data collection of infrastructure, rugged construction, save and track routine inspections and maintenance activities, aid in meeting the requirements for MS4/NPDES program, track illicit discharges, paperless technology best fit for field conditions, locating hard to find structures (dense vegetation), coordinate between divisions, and will aid in better management of City assets within our control.

I highly recommend approval for the purchase of four Trimble Nomad 800GLC data collectors.

TJK/kf

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Request Authorization to Enter into an Agreement with Rehder and Associates, Inc. to Complete the As-built Record Plans for Brentwood Hills Townhomes

Meeting Date: August 23, 2010
 Item Type: Consent
 Contact: Thomas J. Kaldunski, 651.450.2572 **TJK**
 Prepared by: Thomas J. Kaldunski, City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director **SAT**

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: Escrow Funds

REQUESTED ACTION

Request authorization to enter into an agreement with Rehder and Associates, Inc. to complete the as-built record plans for Brentwood Hills Townhomes.

BACKGROUND

The City entered into a Development Agreement with J. Johnson Inc, for Brentwood Townhomes. This project included various development improvements that were installed by the developer. All work except for punch list items was completed in 2008 and the developer has not supplied the City with the as-built plans.

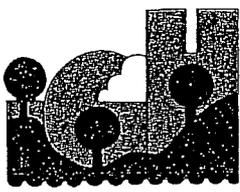
As part of the original project, a cash escrow was designated for the City's engineering services. This escrow is in account no. 702-0000-229.96-00 with a total balance of \$ 6662.71 as of August 16, 2010. These escrow funds can be utilized for the surveying and drafting of the as-built plans and for project completion.

The City has always anticipated that the developer would complete the project and provide the as built plans. To date, none have been received nor is the construction complete. Engineering staff has made repeated requests for project completion. The need for project completion has become critical due to the length of time and bankruptcy of the developer.

The Engineering Division has sought a quote from Rehder and associates for engineering services to prepare the utility and grading as-built plans. Rehder was the original engineer for the developer and has the base maps and background information compiled. We also need to hire a contractor to complete the punch list items to the extent of the remaining escrow funds.

It is recommended that the Council authorize the work for the quote received from Rehder and Associates for \$3,800.00 to complete the as-built plans and authorize the Engineering Division to solicit quotes for completion of the punch list items.

TJK/me
 Attachments: Punchlist, Quote



City of Inver Grove Heights

COPY

www.ci.inver-grove-heights.mn.us

May 22, 2008

J Johnson, Inc.
Attention: Jeffrey Johnson
780 Bridle Ridge Road
Eagan, MN 55123

SUBJECT: Preliminary punch list for Brentwood Hills Second Addition

The following is a punch list for the improvements at the Brentwood Hills Addition:

Water

- Hydrant A- Place cane pole hydrant flag

Sanitary

- MH 102- Remove string from pipe to MH 101

Storm

- CB1- Remove sand from area for inspection
- CB2- Remove sand from area for inspection
- MH3- Repair erosion in area
- ~~NURP Pond- Remove sediment from pond bottom and establish ground cover~~

Street

- Place final lift of asphalt on private drive

Grading and erosion control

- Remove concrete washouts from boulevard area between entrance and MH 3
- Establish ground cover on boulevard between entrance and MH 3
- Most of the site needs final grading to be completed and ground cover to be established
- Clean and/or repair all erosion control measures on site. It is apparent that the erosion control on site has not been maintained for quite some time and you are in violation of the conditions of your NPDES permit. Please see plan sheet C2 for erosion control requirements for this site.

General

- The development contract requires that you provide the City with a complete set of "as-builts". Pond areas shall have enough shots on the pond bottom and on the side slopes to verify the volume of each pond. The as-built must also verify emergency overflow elevations and locations. We require the "as-builts" and certified grading plan to be certified by a registered engineer or land surveyor and to be in Dakota County Coordinates in the following formats (see section 8.6 in the development contract):

Rehder & Associates, Inc.

Civil Engineers, Planners & Land Surveyors

May 4, 2010

LAND SURVEYING & CIVIL ENGINEERING PROPOSAL

Mr. Mike Edwards
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN 55077

Project Description:

Prepare a Grading Record Drawing and Utility Record Drawing of the site improvements at the Brentwood Hills Townhome site in Inver Grove Heights.

Land Surveying Services and Fees:

- | | |
|---|-------------------|
| A. Prepare survey of existing grades, swales, emergency overflows, control structures and other information necessary for a grading as-built: | \$1,150.00 |
| B. Locate all utilities, including manholes, catch basins, flared end sections, gate valves, hydrants, & water services with ties to existing improvements: | \$1,000.00 |

The Total Fee for Land Surveying Services: **\$2,150.00**

Civil Engineering Services and Fees:

- | | |
|--|-----------------|
| A. Prepare a Grading Plan Record Drawing of the constructed grades based off of the field work: | \$750.00 |
| B. Prepare a Utility Plan Record Drawing of the constructed utilities based off of the field work: | \$900.00 |

The Total Fee for Civil Engineering Services: **\$1,650.00**

The Total Fee for Land Surveying & Civil Engineering Services: **\$3,800.00**

We appreciate the opportunity to submit this proposal on your project, and look forward to working with you.

Submitted by:

Rehder and Associates, Inc

By: Nicholas P. Adam, P.E.

Accepted by:

City of Inver Grove Heights

By: Mike Edwards

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Acceptance of Landowner Improvements within City Easement Agreements for Landowners, Restrictive Use Agreements for Landowners, and Temporary Construction Easement Agreement for Landowner Bulson as part of the 2010 Storm Water Facility Maintenance Program – City Project No. 2010-19

Meeting Date: August 23, 2010
 Item Type: Consent
 Contact: Thomas J. Kaldunski, 651.450.2572
 Prepared by: Thomas J. Kaldunski, City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director *SDT*

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider Acceptance of Landowner Improvements within City Easement Agreements for Landowners Bulson, Kuchera, Schindeldecker, White and Restrictive Use Agreements for Landowners Bulson, Kuchera, Schindeldecker, White and a Temporary Construction Easement Agreement for Landowner Bulson as part of the 2010 Storm Water Facility Maintenance Program – City Project No. 2010-19.

SUMMARY

The City has received quotes from contractors to conduct the 2010 Storm Water Facility Maintenance Program – Zone 7. The Council will be considering the award of contract for City Project No. 2010-19 as a separate item on the agenda.

City staff has been working closely with the affected property owners on this project near 77th Street and Blackwell Court. The project has been discussed at several City Council work sessions. The City Attorney has prepared a number of documents associated with the project including encroachment agreements, restrictive use agreements and temporary easements that have been negotiated with the landowners. Copies of these documents are attached.

The City received the quotes on August 17, 2010 and it is anticipated that the work will be completed between August 24, 2010 and October 31, 2010. I have had discussions with the two landowners that are impacted the most, Mr. Bulson and Mr. Kuchera. They understand the project and are willing to enter into the attached agreements. Mr. White and Mr. Schindeldecker are not impacted as much and they are also willing to enter into the agreements.

The signed agreements will be provided by the owners for Monday's City Council meeting. The Engineering Division recommends approval of the agreements and resolution as presented.

TJK/kf

Attachments: Resolution
 Landowner Improvements within City Easement Agreements for Landowners Bulson, Kuchera, Schindeldecker, White
 Restrictive Use Agreements for Landowners Bulson, Kuchera, Schindeldecker, White
 Temporary Construction Easement Agreement with Landowner Bulson

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

RESOLUTION APPROVING RESTRICTIVE USE AGREEMENTS WITH LANDOWNERS, LANDOWNER IMPROVEMENTS WITHIN CITY EASEMENTS AND A TEMPORARY CONSTRUCTION EASEMENT AGREEMENT WITH RESIDENTS IN THE NW QUADRANT OF 77TH STREET AND BLACKWELL COURT FOR CITY PROJECT NO. 2010-19 – STORM WATER FACILITY MAINTENANCE AGREEMENT – ZONE 7

RESOLUTION NO. _____

WHEREAS, the City needs to obtain various agreements and easement rights for the project; and

WHEREAS, adjacent residents were in support of the maintenance project on City easements; and

WHEREAS, the City has negotiated with the landowners: (a) William and Kim White at 7659 Blackwell Court, (b) Douglas and Linda Kuchera at 7681 Blackwell Court, (c) Keith Schindeldecker at 2391 77th Street E., (d) Todd and Nancy Bulson at 2407 77th Street E. for such agreements and temporary easement rights.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS, MN DOES HEREBY RESOLVE AS FOLLOWS:

1. The City Council approves the attached Landowner Improvements within City Easement Agreements, Restrictive Use Agreements and Temporary Construction Easement Agreement between the City of Inver Grove Heights and residents in the NW Quadrant of 77th Street and Blackwell Court relating to City Project No. 2010-19 – Storm Water Facility Maintenance Program – Zone 7.
2. The Mayor and Deputy Clerk are authorized to execute the Landowner Improvements within City Easement Agreements, Restrictive Use Agreements and Temporary Construction Easement Agreement between the City of Inver Grove Heights and residents in the NW Quadrant of 77th Street and Blackwell Court relating to City Project No. 2010-19 – Storm Water Facility Maintenance Program – Zone 7.

Adopted by the City Council of the City of Inver Grove Heights this 23rd day of August 2010.

AYES:
NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy Clerk

**AGREEMENT RELATING TO LANDOWNER
IMPROVEMENTS WITHIN CITY EASEMENT ON
LOT 13, BLOCK 1, OAK PARK HEIGHTS,
IN THE CITY OF INVER GROVE HEIGHTS,
DAKOTA COUNTY, MINNESOTA**

THIS AGREEMENT RELATING TO LANDOWNER IMPROVEMENTS WITHIN CITY EASEMENT ON LOT 13, BLOCK 1, OAK PARK HEIGHTS (Agreement) is made this 9th day of August, 2010, by and between the City of Inver Grove Heights (City), a Minnesota municipal corporation, and Todd A. Bulson and Nancy L. Bulson, husband and wife (Landowners). Based on the covenants, agreements, representations and recitals herein contained, the parties agree as follows:

ARTICLE 1
TERMS

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

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

1.3 Subject Lot. “Subject Lot” means Lot 13, Block 1, Oak Park Heights, according to the plat thereof on file and of record in the office of the Dakota County Recorder, Dakota County, Minnesota. The Subject Lot is located in the City of Inver Grove Heights, Dakota County, Minnesota.

1.4 City Easement. “City Easement” means, individually and collectively, the following easements on the Subject Lot:

The northerly permanent drainage and utility easement on Lot 13, Block 1, Oak Park Heights which adjoins Lots 12, 13 and 14, Block 1, Oak Park Heights and the westerly permanent drainage and utility easement between Lot 13 and Lot 14, Block 1, Oak Park Heights, all dedicated on the recorded plat of Oak Park Heights Dakota County, Minnesota.

1.5 Landowners. “Landowners” means Todd A. Bulson and Nancy L. Bulson, husband and wife, and their assigns and successors in interest with respect to the Subject Lot.

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

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

IF TO LANDOWNERS: Todd A. Bulson and Nancy L. Bulson
2407 – 77th Street E.
Inver Grove Heights, MN 55076

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

1.7 Landowner Improvements. “Landowner Improvements” means the following existing improvements located on the Subject Lot and depicted on Exhibit A attached hereto:

- a. Wood retaining wall located near the house;
- b. Earthen material placed into pond storage area;
- c. Cluster of trees near the northeast corner of the Subject Lot;
- d. Irrigation System;
- e. Blue Spruce Tree located near the west property line of the Subject Lot;
- f. Boulder retaining walls located near the wetland;
- g. Boulder retaining walls located on the west property line of the Subject Lot;
- h. Campfire ring;
- i. Large boulder near the northeast corner of the Subject Lot; and
- j. Landscaping (perennial flowers).

All of the Landowner Improvements listed above are located within the Drainage and Utility Easement.

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

1.9 Encroachment Plan. “Encroachment Plan” means the depiction of the Landowner Improvements attached hereto as Exhibit A prepared by the City Engineer relating to the Landowners Improvements. The Encroachment Plan is on file with the City.

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

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

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

1.13 Item’s To Be Removed By Landowner. “Item’s To Be Removed By Landowner” means the following existing improvements located on the Subject Lot and depicted on Exhibit A attached hereto which the Landowner will remove from the Subject Lot, at Landowner’s expense, no later than August 24, 2010:

1. Boulder retaining walls located near the wetland;
2. Boulder retaining walls located on the west property line of the Subject Lot;
3. Campfire ring;
4. Large boulder near the northeast corner of the Subject Lot; and
5. Landscaping (perennial flowers).

All of the Item’s To Be Removed By Landowner listed above are located within the City Easement.

1.14 Item’s To Be Removed By City. “Item’s To Be Removed By City” means the following existing improvements located on the Subject Lot and depicted on Exhibit A attached hereto which the City will remove from the Subject Lot, at the City’s expense, as needed to access the City Easement:

1. Earthen material placed into pond storage area;
2. Cluster of trees near the northeast corner of the Subject Lot; and

3. Blue Spruce Tree located near the west property line of the Subject Lot.

All of the Item's To Be Removed By City listed above are located within the City Easement.

In addition to removing the items listed above, the City also agrees to grade the south slope on the City Easement line to accommodate the Landowner's future boulder retaining wall off of the City Easement. Landowner will provide temporary easement for grade for future boulder wall.

ARTICLE 2 **RECITALS**

Recital No. 1. The undersigned Todd A. Bulson and Nancy L. Bulson, husband and wife, are the fee title owners of real estate in the City described as the Subject Lot.

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

Recital No. 3. Landowners have requested permission from the City to retain the Landowner Improvements within the City Easement, Subject to paragraphs 1.7, 1.13 and 1.14 hereof.

Recital No. 4. The Landowner Improvements will make the City's access to the Utilities more difficult and costly.

Recital No. 5. The Landowner Improvements result in permanent structures being located within the City Easement.

Recital No. 6. The location of the Landowner Improvements may result in damage to the Utilities.

Recital No. 7. The City desires to obtain a right of access over and across certain portions of the Subject Lot to access the City Easement due to the fact that the additional work needed to access the Utilities may result in the need for additional and larger equipment to access the Utilities.

Recital No. 8. The City agrees to relocate the Landowner's irrigation system (listed in Section 1.7 (d) of this Agreement) located on the City Easement as part of City Project No. 2010-19, at no expense to the Landowner.

Recital No. 9. Subject to the terms of this Agreement, the City is willing to allow the Landowner Improvements as listed in Recital No. 3 of Article 2 of this Agreement, to remain within the City Easement if the following conditions are met:

- a.) The Landowners maintain the Landowner Improvements;

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

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

ARTICLE 3
AGREEMENTS

3.1 Maintenance Of Landowner Improvements; Items To Be Removed By Landowner; Items To Be Removed By City. Under the terms and conditions stated herein, the Landowner, at Landowner's own cost, is hereby authorized by the City to retain the Landowner Improvements as currently located within the City Easement. Other than the Landowner Improvements, the Landowner shall not place any other structure, retaining wall, irrigation system, building, fence, landscaping, trees or shrubs in the City Easement.

Under the terms and conditions stated herein, the Landowner, at Landowner's own cost, will remove the Items To Be Removed By Landowner identified in Article 1.13 of this Agreement currently located within the City Easement. Landowner consents to the removal of the Items To Be Removed By Landowner.

Under the terms and conditions stated herein, the City, at City's own cost, will remove the Items To Be Removed By City identified in Article 1.14 of this Agreement currently located within the City Easement. Landowner consents to the removal of the Items To Be Removed By City.

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

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

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

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

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

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

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

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

work. Bills not paid shall incur the standard penalty and interest established by the City for utility bills within the City.

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

3.9 Modifications To Landowner Improvements. If in the future the City reasonably determines that the Landowner Improvements interfere with access for inspection or with repair, maintenance, reconstruction, or replacement of City Easement Improvements or with ponding and drainage or if the City reasonably determines that the Landowner Improvements have lessened the capacity of the City Easement for storm water retention, then the Landowners, at their own expense, shall make such modifications to the Landowner Improvements as directed by the City. Such modifications may include, but are not limited to, reconfiguration, removal and relocation of the Landowner Improvements.

If Landowners do not make the modifications, the City may make the modifications and in such case the Landowners shall reimburse the City for the City's costs and expenses. Prior to commencing such modifications, the City shall send Formal Notice to the Landowners and allow the Landowners thirty (30) days from the date of the Formal Notice to make the modifications. If Landowners do not completely make the modifications, the City may proceed to make the modifications. Once the City's costs and expenses have been determined by the City, the City shall send an invoice for such costs and expenses to the Landowners. The Landowners must pay the invoice within thirty (30) days after the date of the invoice. Such costs and expenses include, but are not limited to, costs charged the City by third parties such as contractors as well as the costs for City personnel that may have performed the work relating to the modifications.

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

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

Further, as an alternate means of collection, if the written billing is not paid by the Landowners, the City, without notice and without hearing, may specially assess the Subject Lot for the costs and expenses incurred by the City. The Landowners hereby waive any and all

procedural and substantive objections to special assessments for the costs including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Subject Lot. The Landowners waive any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Landowners acknowledge that the benefit from the performance of tasks by the City equals or exceeds the amount of the charges and assessments for the costs that are being imposed hereunder upon the Subject Lot.

No remedy herein conferred upon or reserved to the City shall be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

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

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

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

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

3.14 Recording. The Landowners shall record this Agreement with the Dakota County Recorder against the Subject Lot and within 30 days after the date of this Agreement, the Landowners shall present evidence to the City that this Agreement has been recorded.

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

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

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

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

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

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

By: _____
Melissa Rheaume, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 9th day of August, 2010, 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

LANDOWNER

Todd A. Bulson

Nancy L. Bulson

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this _____ day of August, 2010, before me a Notary Public within and for said County, personally appeared Todd A. Bulson and Nancy L. Bulson, husband and wife, to me personally known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Notary Public

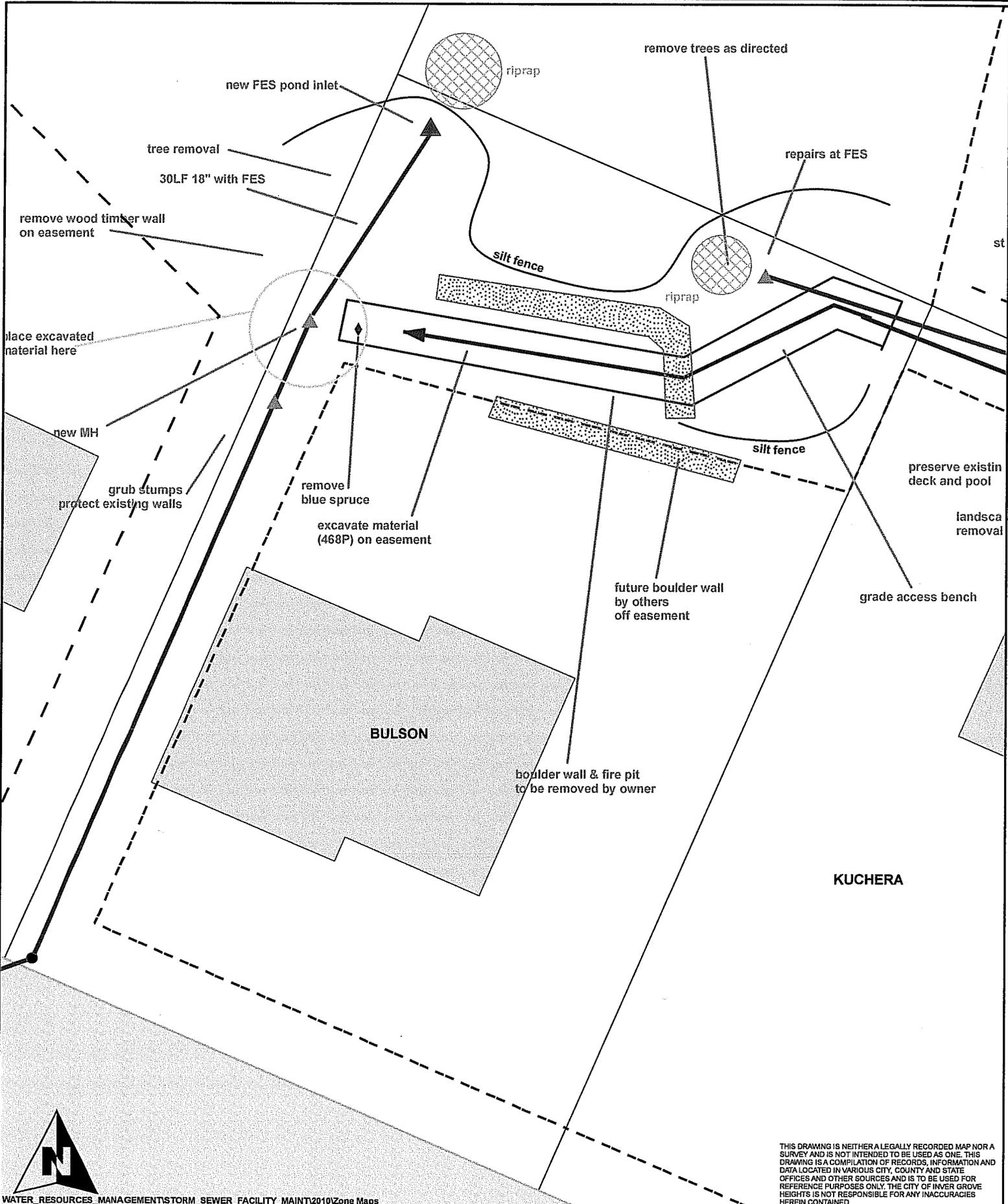
This Instrument Was Drafted By:
Timothy J. Kuntz
LeVander, Gillen & Miller, P.A.
633 South Concord Street
Suite 400
South St. Paul, MN 55075
(651) 451-1831

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

EXHIBIT A
DEPICTION OF LANDOWNER IMPROVEMENTS

2009 Storm Water Facility Maintenance Program 2010-19

EXHIBIT A Bulson



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

**AGREEMENT RELATING TO LANDOWNER
IMPROVEMENTS WITHIN CITY EASEMENT ON
LOT 12, BLOCK 1, OAK PARK HEIGHTS
IN THE CITY OF INVER GROVE HEIGHTS,
DAKOTA COUNTY, MINNESOTA**

THIS AGREEMENT RELATING TO LANDOWNER IMPROVEMENTS WITHIN CITY EASEMENT ON LOT 12, BLOCK 1, OAK PARK HEIGHTS (Agreement) is made this 9th day of August, 2010, by and between the City of Inver Grove Heights (City), a Minnesota municipal corporation, and Douglas G. Kuchera and Linda A. Kuchera, husband and wife (Landowners). Based on the covenants, agreements, representations and recitals herein contained, the parties agree as follows:

ARTICLE 1
TERMS

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

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

1.3 Subject Lot. “Subject Lot” means Lot 12, Block 1, Oak Park Heights, according to the plat thereof on file and of record in the office of the Dakota County Recorder, Dakota County, Minnesota. The Subject Lot is located in the City of Inver Grove Heights, Dakota County, Minnesota.

1.4 City Easement. “City Easement” means, individually and collectively, the following easements on the Subject Lot:

All permanent drainage and utility easements located between Lot 11 and Lot 12, Block 1, Oak Park Heights and the permanent drainage and utility easement adjoining the northern portion of Lot 13, Block 1, Oak Park Heights, all dedicated on the recorded plat of Oak Park Heights Dakota County, Minnesota.

1.5 Landowners. “Landowners” means Douglas G. Kuchera and Linda A. Kuchera, husband and wife, and their assigns and successors in interest with respect to the Subject Lot.

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

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

IF TO LANDOWNERS: Douglas G. Kuchera and Linda A. Kuchera
7681 Blackwell Court N.
Inver Grove Heights, MN 55076

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

1.7 Landowner Improvements. “Landowner Improvements” means the following existing improvements located on the Subject Lot:

- a. Deck;
- b. Deck stairs;
- c. Irrigation System;
- d. Landscaping (perennial flowers); and
- e. Concrete block wall.

All of the Landowner Improvements listed above are located within the City Easement.

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

1.9 Encroachment Plan. “Encroachment Plan” means the depiction of the Landowner Improvements attached hereto as Exhibit A prepared by the City Engineer relating to the Landowners Improvements. The Encroachment Plan is on file with the City.

1.10 City Utility Costs. “City Utility Costs” means all costs incurred by the City, (whether performed by the City or its agents or contractors), for the inspection of and access to and repair, maintenance and replacement of the City’s Easement Improvements located in the City Easement and the placement of additional City Easement Improvements in the City Easement. City Utility Costs, include, without limitation: excavation costs, labor costs, costs of

removing fill, costs of re-burying the City Easement Improvements, re-compacting the soils over the City Easement Improvements, restoring the City Easement area, and all engineering and attorneys' fees incurred in connection therewith. City Utility Costs also include the costs of temporarily removing the Landowner Improvements and subsequently replacing the Landowner Improvements in the City Easement, if such costs have not already been paid by the Landowners.

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

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

1.13 Item's To Be Removed By Landowner. "Item's To Be Removed By Landowner" means the following existing improvements located on the Subject Lot and depicted on Exhibit A attached hereto which the Landowner will remove from the Subject Lot, at Landowner's expense, no later than August 24, 2010:

1. Landscaping (perennial flowers);
2. Concrete block wall; and
3. Deck stairs (Deck stairs can be reinstalled with a temporary method for ease of future removal following Project).

All of the Item's To Be Removed By Landowner listed above are located within the City Easement.

ARTICLE 2 **RECITALS**

Recital No. 1. The undersigned Douglas G. Kuchera and Linda A. Kuchera, husband and wife, are the fee title owners of real estate in the City described as the Subject Lot.

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

Recital No. 3. Landowners have requested permission from the City to retain the Landowner Improvements within the City Easement, subject to paragraphs 1.7 and 1.13 hereof.

Recital No. 4. The Landowner Improvements will make the City's access to the Utilities more difficult and costly.

Recital No. 5. The Landowner Improvements result in permanent structures being located within the City Easement.

Recital No. 6. The location of the Landowner Improvements may result in damage to the Utilities.

Recital No. 7. The City desires to obtain a right of access over and across certain portions of the Subject Lot to access the City Easement due to the fact that the additional work needed to access the Utilities may result in the need for additional and larger equipment to access the Utilities.

Recital No. 8. Subject to the terms of this Agreement, the City is willing to allow the Landowner Improvements to remain within the City Easement if the following conditions are met:

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

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

ARTICLE 3 **AGREEMENTS**

3.1 Maintenance Of Landowner Improvements; Items To Be Removed By Landowner. Under the terms and conditions stated herein, the Landowner, at Landowner's own cost, is hereby authorized by the City to retain the Landowner Improvements as currently located within the City Easement. Other than the Landowner Improvements, the Landowner shall not place any other structure, retaining wall, irrigation system, building, fence, landscaping, trees or shrubs in the City Easement.

Under the terms and conditions stated herein, the Landowner, at Landowner's own cost, will remove the Items To Be Removed By Landowner identified in Article 1.13 of this Agreement currently located within the City Easement. Landowner consents to the removal of the Items To Be Removed By Landowner.

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

The City agrees to restore the Landowner's irrigation system if it is affected by work performed by the City associated with City Project 2010-19.

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

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

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

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

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

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

paid shall incur the standard penalty and interest established by the City for utility billings within the City.

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

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

3.9 Modifications To Landowner Improvements. If in the future the City reasonably determines that the Landowner Improvements interfere with access for inspection or with repair, maintenance, reconstruction, or replacement of City Easement Improvements or with ponding and drainage or if the City reasonably determines that the Landowner Improvements have lessened the capacity of the City Easement for storm water retention, then the Landowners, at their own expense, shall make such modifications to the Landowner Improvements as directed by the City. Such modifications may include, but are not limited to, reconfiguration, removal and relocation of the Landowner Improvements.

If Landowners do not make the modifications, the City may make the modifications and in such case the Landowners shall reimburse the City for the City's costs and expenses. Prior to commencing such modifications, the City shall send Formal Notice to the Landowners and allow the Landowners thirty (30) days from the date of the Formal Notice to make the modifications. If Landowners do not completely make the modifications, the City may proceed to make the modifications. Once the City's costs and expenses have been determined by the City, the City shall send an invoice for such costs and expenses to the Landowners. The Landowners must pay the invoice within thirty (30) days after the date of the invoice. Such costs and expenses include, but are not limited to, costs charged the City by third parties such as contractors as well as the costs for City personnel that may have performed the work relating to the modifications.

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

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

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

No remedy herein conferred upon or reserved to the City shall be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

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

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

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

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

3.14 Recording. The Landowners shall record this Agreement with the Dakota County Recorder against the Subject Lot and within 30 days after the date of this Agreement, the Landowners shall present evidence to the City that this Agreement has been recorded.

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

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

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

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

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

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

By: _____
Melissa Rheaume, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 9th day of August, 2010, 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

LANDOWNER

Douglas G. Kuchera

Linda A. Kuchera

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this _____ day of August, 2010, before me a Notary Public within and for said County, personally appeared Douglas G. Kuchera and Linda A. Kuchera, husband and wife, to me personally known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Notary Public

This Instrument Was Drafted By:

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

After Recording, Please Return This

Instrument To:

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

EXHIBIT A
DEPICTION OF LANDOWNER IMPROVEMENTS

**AGREEMENT RELATING TO LANDOWNER
IMPROVEMENTS WITHIN CITY EASEMENT ON
LOT 14, BLOCK 1, OAK PARK HEIGHTS
IN THE CITY OF INVER GROVE HEIGHTS,
DAKOTA COUNTY, MINNESOTA**

THIS AGREEMENT RELATING TO LANDOWNER IMPROVEMENTS WITHIN CITY EASEMENT ON LOT 14, BLOCK 1, OAK PARK HEIGHTS (Agreement) is made this 9th day of August, 2010, by and between the City of Inver Grove Heights (City), a Minnesota municipal corporation, and Keith Schindeldecker and Marilyn L. Schindeldecker, husband and wife (Landowners). Based on the covenants, agreements, representations and recitals herein contained, the parties agree as follows:

ARTICLE 1
TERMS

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

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

1.3 Subject Lot. “Subject Lot” means Lot 14, Block 1, Oak Park Heights, according to the plat thereof on file and of record in the office of the Dakota County Recorder, Dakota County, Minnesota. The Subject Lot is located in the City of Inver Grove Heights, Dakota County, Minnesota.

1.4 City Easement. “City Easement” means, individually and collectively, the following easements on the Subject Lot:

The permanent drainage and utility easement which adjoins 77th Street E., the permanent drainage and utility easement which adjoins Lot 13, Block 1, Oak Park Heights and the permanent drainage and utility easement which runs at an angle north to south through the northern half of the Subject Lot, all dedicated on the recorded plat of Oak Park Heights Dakota County, Minnesota.

1.5 Landowners. “Landowners” means Keith Schindeldecker and Marilyn L. Schindeldecker, husband and wife, and their assigns and successors in interest with respect to the Subject Lot.

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

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

IF TO LANDOWNERS: Keith Schindeldecker and Marilyn L. Schindeldecker
2391 – 77th Street E.
Inver Grove Heights, MN 55076

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

1.7 Landowner Improvements. “Landowner Improvements” means the following existing improvements located on the Subject Lot:

- a. A series of timber railroad tie retaining walls located between the house and the wetland;
- b. Timber railroad tie retaining wall located near the wetland;
- c. Trees located between the driveway and the property line; and
- d. A western portion of the concrete driveway lying over the City Easement.

All of the Landowner Improvements listed above are located within the City Easement.

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

1.9 Encroachment Plan. “Encroachment Plan” means the depiction of the Landowner Improvements attached hereto as Exhibit A prepared by the City Engineer relating to the Landowners Improvements. The Encroachment Plan is on file with the City.

1.10 City Utility Costs. “City Utility Costs” means all costs incurred by the City, (whether performed by the City or its agents or contractors), for the inspection of and access to and repair, maintenance and replacement of the City’s Easement Improvements located in the

City Easement and the placement of additional City Easement Improvements in the City Easement. City Utility Costs, include, without limitation: excavation costs, labor costs, costs of removing fill, costs of re-burying the City Easement Improvements, re-compacting the soils over the City Easement Improvements, restoring the City Easement area, and all engineering and attorneys' fees incurred in connection therewith. City Utility Costs also include the costs of temporarily removing the Landowner Improvements and subsequently replacing the Landowner Improvements in the City Easement, if such costs have not already been paid by the Landowners.

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

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

ARTICLE 2 **RECITALS**

Recital No. 1. The undersigned Keith Schindeldecker and Marilyn L. Schindeldecker, husband and wife, are the fee title owners of real estate in the City described as the Subject Lot.

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

Recital No. 3. Landowners have requested permission from the City to retain the Landowner Improvements within the City Easement.

Recital No. 4. The Landowner Improvements will make the City's access to the Utilities more difficult and costly.

Recital No. 5. The Landowner Improvements result in permanent structures being located within the City Easement.

Recital No. 6. The location of the Landowner Improvements may result in damage to the Utilities.

Recital No. 7. The City desires to obtain a right of access over and across certain portions of the Subject Lot to access the City Easement due to the fact that the additional work needed to access the Utilities may result in the need for additional and larger equipment to access the Utilities.

Recital No. 8. Subject to the terms of this Agreement, the City is willing to allow the Landowner Improvements to remain within the City Easement if the following conditions are met:

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

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

ARTICLE 3 **AGREEMENTS**

3.1 Maintenance of Landowner Improvements. Under the terms and conditions stated herein, the Landowner, at Landowner's own cost, is hereby authorized by the City to retain the Landowner Improvements as currently located within the City Easement. Other than the Landowner Improvements, the Landowner shall not place any other structure, retaining wall, irrigation system, building, fence, landscaping, trees or shrubs in the City Easement.

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

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

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

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

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

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

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

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

3.8 Cost Deferral. If a Cost Deferral occurs relating to the access to or inspection, maintenance, repair or replacement of the City Easement Improvements or relating to construction of new City Easement Improvements in the future, then the Landowners shall pay the Cost Deferral to the City. The Landowners must make payment for the Cost Deferral

within 30 days after the City has sent a written invoice for the Cost Deferential to the Landowners.

3.9 Modifications To Landowner Improvements. If in the future the City reasonably determines that the Landowner Improvements interfere with access for inspection or with repair, maintenance, reconstruction, or replacement of City Easement Improvements or with ponding and drainage or if the City reasonably determines that the Landowner Improvements have lessened the capacity of the City Easement for storm water retention, then the Landowners, at their own expense, shall make such modifications to the Landowner Improvements as directed by the City. Such modifications may include, but are not limited to, reconfiguration, removal and relocation of the Landowner Improvements.

If Landowners do not make the modifications, the City may make the modifications and in such case the Landowners shall reimburse the City for the City's costs and expenses. Prior to commencing such modifications, the City shall send Formal Notice to the Landowners and allow the Landowners thirty (30) days from the date of the Formal Notice to make the modifications. If Landowners do not completely make the modifications, the City may proceed to make the modifications. Once the City's costs and expenses have been determined by the City, the City shall send an invoice for such costs and expenses to the Landowners. The Landowners must pay the invoice within thirty (30) days after the date of the invoice. Such costs and expenses include, but are not limited to, costs charged the City by third parties such as contractors as well as the costs for City personnel that may have performed the work relating to the modifications.

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

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

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

No remedy herein conferred upon or reserved to the City shall be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

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

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

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

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

3.14 Recording. The Landowners shall record this Agreement with the Dakota County Recorder against the Subject Lot and within 30 days after the date of this Agreement, the Landowners shall present evidence to the City that this Agreement has been recorded.

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

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

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

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

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

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

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

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

By: _____
Melissa Rheaume, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 9th day of August, 2010, 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

LANDOWNER

Keith Schindeldecker

Marilyn L. Schindeldecker

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this _____ day of August, 2010, before me a Notary Public within and for said County, personally appeared Keith Schindeldecker and Marilyn L. Schindeldecker, husband and wife, to me personally known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Notary Public

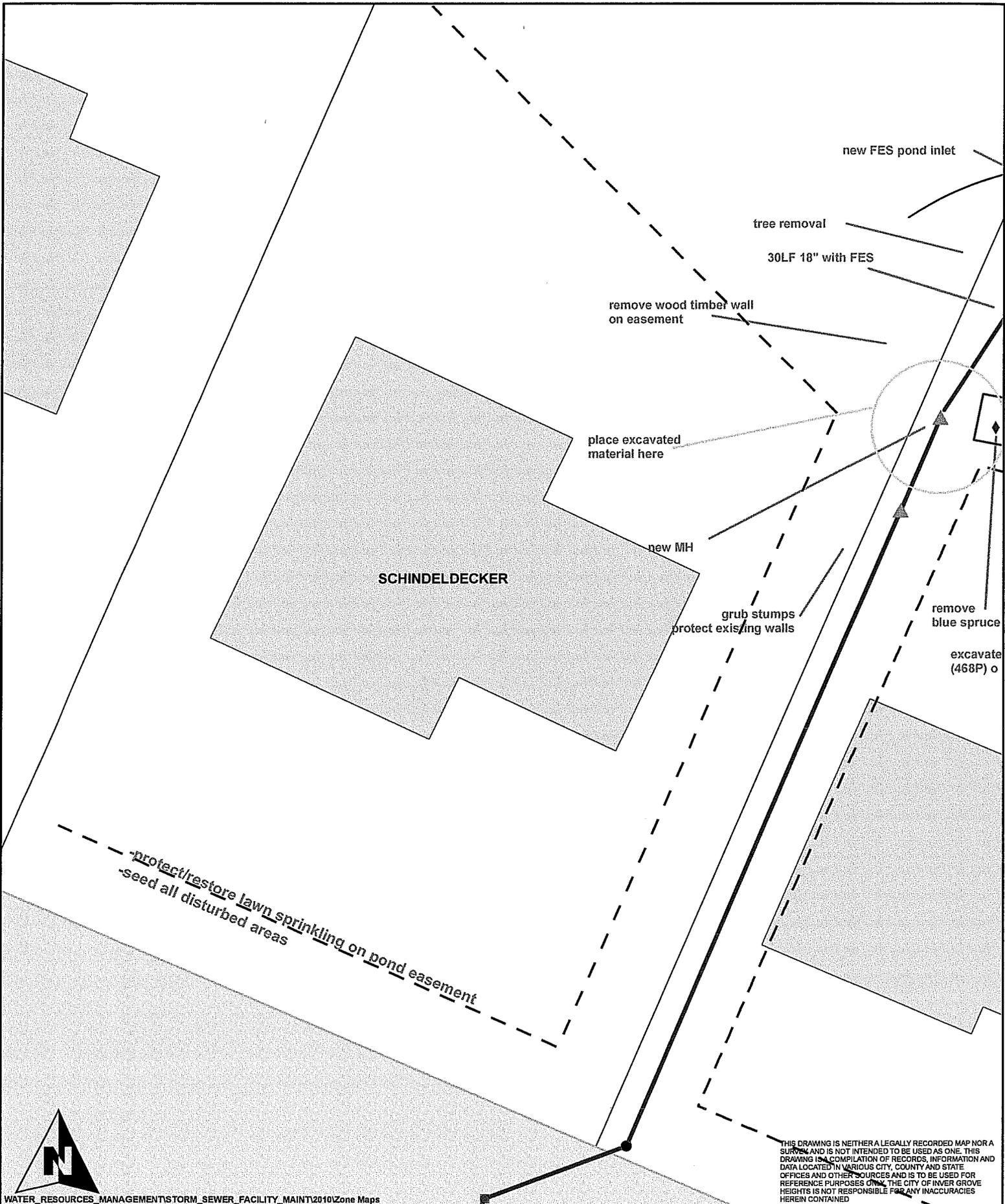
This Instrument Was Drafted By:
Timothy J. Kuntz
LeVander, Gillen & Miller, P.A.
633 South Concord Street
Suite 400
South St. Paul, MN 55075
(651) 451-1831

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

EXHIBIT A
DEPICTION OF LANDOWNER IMPROVEMENTS

2009 Storm Water Facility Maintenance Program 2010-19

EXHIBIT A
Schindeldecker



**AGREEMENT RELATING TO LANDOWNER
IMPROVEMENTS WITHIN CITY EASEMENT ON
LOT 11, BLOCK 1, OAK PARK HEIGHTS AND
PART OF LOT 10, BLOCK 1, OAK PARK HEIGHTS
IN THE CITY OF INVER GROVE HEIGHTS,
DAKOTA COUNTY, MINNESOTA**

THIS AGREEMENT RELATING TO LANDOWNER IMPROVEMENTS WITHIN CITY EASEMENT ON LOT 11, BLOCK 1, OAK PARK HEIGHTS AND PART OF LOT 10, BLOCK 1, OAK PARK HEIGHTS (Agreement) is made this 9th day of August, 2010, by and between the City of Inver Grove Heights (City), a Minnesota municipal corporation, and Kim M. White and William E. White, husband and wife (Landowners). Based on the covenants, agreements, representations and recitals herein contained, the parties agree as follows:

ARTICLE 1
TERMS

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

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

1.3 Subject Lot. “Subject Lot” means the following described property:

Lot 11, Block 1, Oak Park Heights, and that part of Lot 10, Block 1, Oak Park Heights, described as beginning at the Southeasterly corner of said Lot 10; thence Northerly, along the Easterly line of said Lot 10, a distance of 17.72 feet; thence Westerly to the Southwest corner of said Lot 10; thence Easterly along the South line of said Lot 10, to the point of beginning, Dakota County, Minnesota.

The Subject Lot is located in the City of Inver Grove Heights, Dakota County, Minnesota.

1.4 City Easement. “City Easement” means, individually and collectively, the following easements on the Subject Lot:

The permanent drainage and utility easement which adjoins Blackwell Circle N., the permanent drainage and utility easement which adjoins Lot 12, Block 1, Oak Park Heights and the permanent drainage and utility easement which runs east to west through the southern half of the Subject Lot, all dedicated on the recorded plat of Oak Park Heights Dakota County, Minnesota.

1.5 Landowners. “Landowners” means Kim M. White and William E. White, husband and wife, and their assigns and successors in interest with respect to the Subject Lot.

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

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

IF TO LANDOWNERS: Kim M. White and William E. White
7659 Blackwell Court N.
Inver Grove Heights, MN 55076

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

1.7 Landowner Improvements. “Landowner Improvements” means the following existing improvements located on the Subject Lot:

- a. Earthen material placed into the pond storage volume behind the wood wall;
- b. Storage building;
- c. Wood retaining wall; and
- d. Landscaping.

All of the Landowner Improvements listed above are located within the City Easement.

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

1.9 Encroachment Plan. “Encroachment Plan” means the depiction of the Landowner Improvements attached hereto as Exhibit A prepared by the City Engineer relating to the Landowners Improvements. The Encroachment Plan is on file with the City.

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

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

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

ARTICLE 2 **RECITALS**

Recital No. 1. The undersigned Kim M. White and William E. White, husband and wife, are the fee title owners of real estate in the City described as the Subject Lot.

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

Recital No. 3. Landowners have requested permission from the City to retain the Landowner Improvements within the City Easement.

Recital No. 4. The Landowner Improvements will make the City’s access to the Utilities more difficult and costly.

Recital No. 5. The Landowner Improvements result in permanent structures being located within the City Easement.

Recital No. 6. The location of the Landowner Improvements may result in damage to the Utilities.

Recital No. 7. The City desires to obtain a right of access over and across certain portions of the Subject Lot to access the City Easement due to the fact that the additional work needed to access the Utilities may result in the need for additional and larger equipment to access the Utilities.

Recital No. 8. Subject to the terms of this Agreement, the City is willing to allow the Landowner Improvements to remain within the City Easement if the following conditions are met:

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

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

ARTICLE 3
AGREEMENTS

3.1 Maintenance Of Landowner Improvements. Under the terms and conditions stated herein, the Landowner, at Landowner's own cost, is hereby authorized by the City to retain the Landowner Improvements as currently located within the City Easement. Other than the Landowner Improvements, the Landowner shall not place any other structure, retaining wall, irrigation system, building, fence, landscaping, trees or shrubs in the City Easement.

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

The City agrees to restore the Landowner's irrigation system if it is affected by the work performed by the City associated with City Project 2010-19.

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

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

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

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

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

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

3.7 Emergency. Notwithstanding the requirements contained in Sections 3.6 relating to a thirty (30) day Formal Notice to the Landowners to perform its obligations under Sections 3.6, the City shall not be required to give such Formal Notice if the City's engineer determines that an emergency exists. In such instance, the City, without giving Formal Notice to the Landowners may perform the work and in such case the Landowners shall reimburse the City for the costs and expenses relating to the work. Once the City's costs and expenses have been determined by the City, the City shall send an invoice for such costs and expenses to the Landowners. The Landowners must pay the invoice within thirty (30) days after the date of the invoice. Such costs and expenses include, but are not limited to, costs charged the City by third

parties such as contractors as well as the costs for City personnel that may have performed the work. Bills not paid shall incur the standard penalty and interest established by the City for utility bills within the City.

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

3.9 Modifications To Landowner Improvements. If in the future the City reasonably determines that the Landowner Improvements interfere with access for inspection or with repair, maintenance, reconstruction, or replacement of City Easement Improvements or with ponding and drainage or if the City reasonably determines that the Landowner Improvements have lessened the capacity of the City Easement for storm water retention, then the Landowners, at their own expense, shall make such modifications to the Landowner Improvements as directed by the City. Such modifications may include, but are not limited to, reconfiguration, removal and relocation of the Landowner Improvements.

If Landowners do not make the modifications, the City may make the modifications and in such case the Landowners shall reimburse the City for the City's costs and expenses. Prior to commencing such modifications, the City shall send Formal Notice to the Landowners and allow the Landowners thirty (30) days from the date of the Formal Notice to make the modifications. If Landowners do not completely make the modifications, the City may proceed to make the modifications. Once the City's costs and expenses have been determined by the City, the City shall send an invoice for such costs and expenses to the Landowners. The Landowners must pay the invoice within thirty (30) days after the date of the invoice. Such costs and expenses include, but are not limited to, costs charged the City by third parties such as contractors as well as the costs for City personnel that may have performed the work relating to the modifications.

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

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

Further, as an alternate means of collection, if the written billing is not paid by the Landowners, the City, without notice and without hearing, may specially assess the Subject Lot

for the costs and expenses incurred by the City. The Landowners hereby waive any and all procedural and substantive objections to special assessments for the costs including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Subject Lot. The Landowners waive any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Landowners acknowledge that the benefit from the performance of tasks by the City equals or exceeds the amount of the charges and assessments for the costs that are being imposed hereunder upon the Subject Lot.

No remedy herein conferred upon or reserved to the City shall be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

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

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

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

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

3.14 Recording. The Landowners shall record this Agreement with the Dakota County Recorder against the Subject Lot and within 30 days after the date of this Agreement, the Landowners shall present evidence to the City that this Agreement has been recorded.

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

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

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

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

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

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

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

By: _____
Melissa Rheaume, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 9th day of August, 2010, 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

LANDOWNER

Kim M. White

William E. White

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this ____ day of August, 2010, before me a Notary Public within and for said County, personally appeared Kim M. White and William E. White, husband and wife, to me personally known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Notary Public

This Instrument Was Drafted By:

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

After Recording, Please Return This

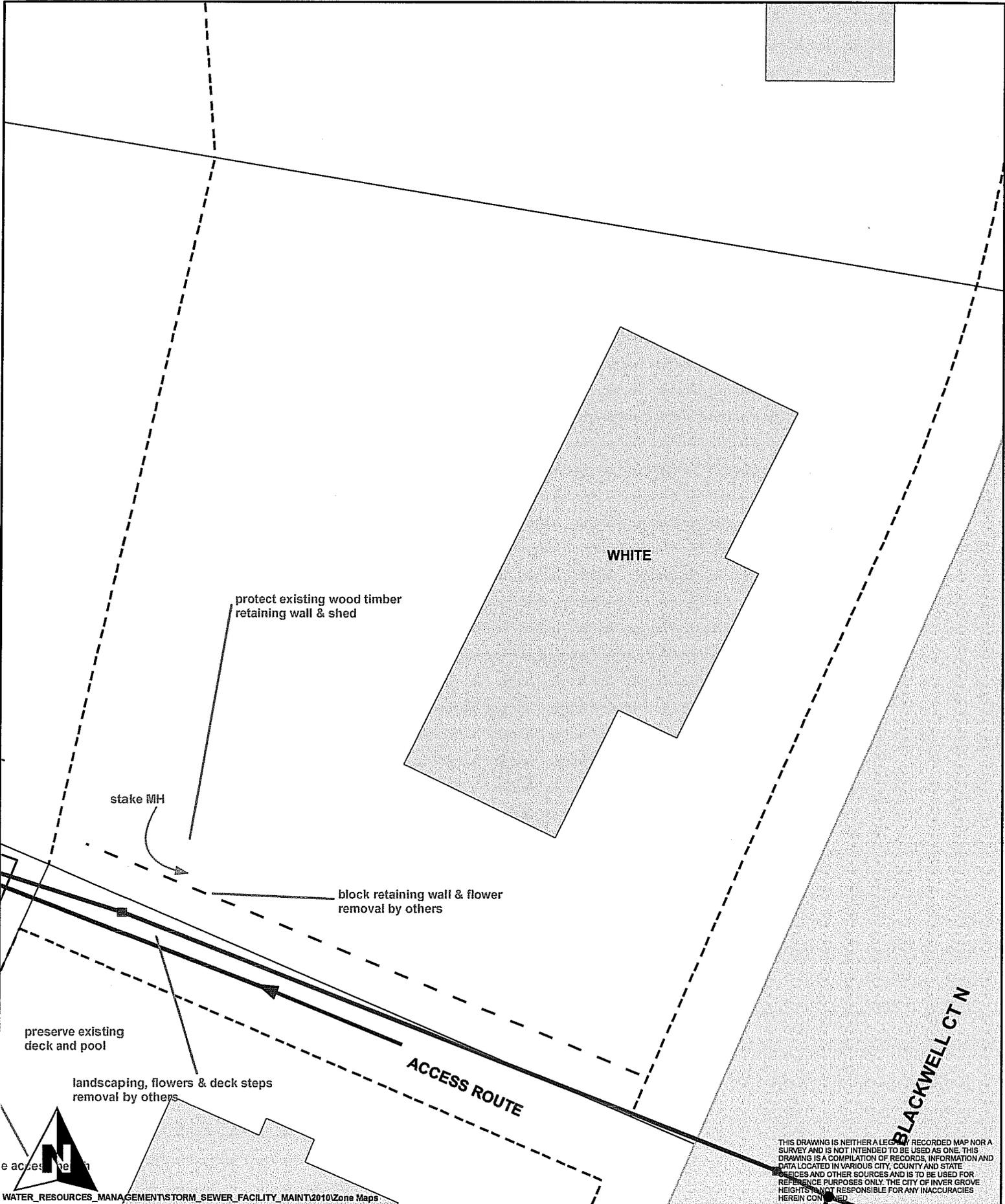
Instrument To:

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

EXHIBIT A
DEPICTION OF LANDOWNER IMPROVEMENTS

2009 Storm Water Facility Maintenance Program 2010-19

EXHIBIT A
White



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

RESTRICTIVE USE EASEMENT

THIS EASEMENT AGREEMENT (Agreement) is made and entered into this 9th day of August, 2010, by and between Todd A. Bulson and Nancy L. Bulson, husband and wife, hereinafter individually and collectively referred to as "Grantor" and the City of Inver Grove Heights, a Minnesota municipal corporation, hereinafter referred to as "City".

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

WHEREAS, a portion of the Easement Area is burdened by a utility and drainage easement (hereinafter referred to as the "Utility Easement") in favor of the City depicted and dedicated on the plat of Oak Park Heights Addition (hereinafter "Plat") on file and of record with the Dakota County Recorder.

WHEREAS, Grantor and City wish to enter into an agreement which will grant to City an easement that prohibits the placement of any trees, shrubs, or other vegetation without the prior written consent of the City, and further prohibits the construction of any buildings, impervious surfaces or other man-made structures thereon over that portion of the Property described in Exhibit B, attached hereto (hereinafter referred to as the "Easement Area");

WHEREAS, the City agrees to allow those Landowner Improvements identified in Section 1.7 of that certain Agreement Relating to Landowner Improvements Within City Easement on Lot 13, Block 1, Oak Park Heights between the Landowner and City dated August 9, 2010, to remain within the Easement Area on the Property.

WHEREAS, this easement shall not limit the rights of the City to utilize the Easement Area in accordance with its rights under the Utility Easement.

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

1. **Grant of Easement.** Grantor hereby forever grants to City and its successors and assigns a Restrictive Use Easement with those restrictions, terms, provisions, duties, and obligations herein contained in, under, on, over and through the Easement Area.
2. **Restrictions Relating to Vegetation.** Without the prior written consent of the City, no trees, shrubs, or other vegetation (except grass, native vegetation or wildflowers) may be planted upon the Easement Area. No trees or shrubs shall be removed from the Easement Area without the prior written consent of the City, except that any landowner on whose lot any part of the Easement Area exists shall keep such part of the Easement Area free of noxious weeds and diseased trees. Landowner may plant trees, shrubs or other vegetation within the 20 foot buffer area around the existing wetland, upon receiving written approval from the City.
3. **Restrictions Relating to Vehicles and Structures.** No vehicles, building, impervious surface, or other man-made structures, (including, but not limited to: fences, sheds, fire pits, retaining walls, play equipment, gazebo's, rock gardens, landscape boulders, woodpiles, above-ground swimming pools, horse-shoe pits, volleyball pits, sport courts, animal kennels or vehicles) shall be placed in the Easement Area without the prior written consent of the City, except for those Landowner Improvements identified in Section 1.7 of that certain Agreement Relating to Landowner Improvements Within City Easement on Lot 13, Block 1, Oak Park Heights between the Landowner and the City dated August 9, 2010.
4. **Restrictions Relating to Waste Material.** No trash, waste, or other offensive material, soil, or landfill shall be placed upon or within the Easement Area without the prior written consent of the City, except for those Landowner Improvements identified in Section 1.7 of that certain Agreement Relating to Landowner Improvements Within City Easement on Lot 13, Block 1, Oak Park Heights between the Landowner and the City dated August 9, 2010.
5. **Restrictions Relating to Grade.** No change in the general topography of the Easement Area landscape, (including, but not limited to, excavation, movement, or removal of soil), shall be allowed without the prior written consent of the City.
6. **Duration of Easement.** The duration of the easement is perpetual.
7. **Tree Removal.** Grantor shall be responsible for the removal and disposal of any dead, damaged or diseased tree(s) lying within such portion of the Easement Area and the payment of all costs and expenses associated therewith. Nothing contained herein shall prohibit or restrict the owner of the Easement Area from cutting the grass, planting grass or pruning vegetation or flowers.
8. **Continuing Maintenance.** With respect to the Easement Area, Grantor, at Grantor's sole cost and expense, shall be responsible for perpetually maintaining

the Easement Area according to the terms and provisions set forth in this Easement Agreement.

9. **No Impairment of City Rights.** Nothing contained herein shall impair any right of the City now held or hereafter acquired to construct, repair, replace, or maintain any public utilities which are, or come to be placed in, on, or under the Easement Area or within the Utility Easement.

10. **City Remedies.** If the Grantor fails to perform any of its covenants or obligations under this Easement Agreement, the City may avail itself of any remedy afforded by law and any of the following non-exclusive remedies:
 - a) The City may specifically enforce this Easement Agreement.

 - b) **Notice of Non-Compliance; Cure Period.** If the City's Director of Public Works ("DPW") determines, at his sole discretion, that the Grantor has not complied with the terms and provisions set forth in this Easement Agreement, the DPW shall provide written notice to the Grantor of such failure to comply with the terms and provisions of this Easement Agreement. This notice shall specify that the Grantor will have thirty (30) days to comply with the terms and provisions of this Easement Agreement, unless thirty (30) days is not practicable for the Grantor to so comply, in which case the Grantor shall be given a reasonable time, as determined by the DPW, to comply with the terms and provisions of this Easement Agreement provided the Grantor has commenced a suitable cure within the initial thirty (30) days. Notwithstanding the requirement contained in this Section relating to written notice and opportunity of the Grantor to comply with the terms and provisions of this Easement Agreement, in the event of an emergency as determined by the DWP, the City may perform the work necessary for compliance with the terms and provisions of this Easement Agreement without giving any notice to the Grantor and without giving the Grantor thirty (30) days to comply with the terms and provisions of this Easement Agreement. If the City performs emergency service work, the Grantor shall be obligated to repay the City the costs incurred to perform the emergency service work, and the City shall follow those procedures set forth in Sections 9 (c) and 9 (d) with respect to the billing, collection and/or tax certification of such costs.

 - c) **Payment of Costs Incurred by City.** If the Grantor fails to comply with the terms and provisions of this Easement Agreement within thirty (30) days after delivery of the written notice, or in the case of an emergency situation as determined by the DWP, the City may perform those tasks necessary for compliance and the City shall have the right of access to the Property to perform such work. The City shall charge all costs incurred by the City to perform the tasks necessary for compliance to the Grantor. The amount of costs charged by the City to the Grantor shall be the usual and

customary amounts charged by the City given the task, work, or improvement performed by the City to ensure compliance with the terms and provisions of this Easement Agreement. The Grantor shall make payment directly to the City within twenty (20) days after invoicing (“Due Date”) by the City. Bills not paid by the Due Date shall incur the standard penalty and interest established by the City for utility billings within the City.

- d) **Certification of Costs Payable With Taxes.** If payment is not made by the Grantor as provided in Section H(3.), the City may certify to Dakota County the amounts due as payable with the real estate taxes for Property owned by the Grantor in the next calendar year; such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills. The Grantor waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Property owned by the Grantor. The Grantor hereby further waive any and all procedural and substantive objections to special assessments for the maintenance costs including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Property owned by the Grantor. The Grantor waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Grantor acknowledges that the benefit to the Property owned by the Grantor from the performance of tasks by the City to ensure compliance with the terms and provisions of this Easement Agreement equal or exceeds the amount of the charges and assessments for the costs that are being imposed hereunder upon the Property owned by the Grantor.
- e) **Obligation For Maintenance Notwithstanding Public Easement.** The Grantor agrees that their obligations relating to the Easement Area and relating to complying with the terms and provisions of this Easement Agreement exists notwithstanding the existence of this Easement Agreement in favor of the City. City hereby grants to the Grantor a temporary right and license to enter the Easement Area for the purpose of performing the obligations hereunder relating to the Easement Area for the duration of the performance of the maintenance. The Grantor hereby perpetually grants the City a temporary right and license to enter the Property for the purpose of performing those tasks necessary to assure compliance with this Easement Agreement.

12. **Binding Effect.** This easement shall run with the Property and shall inure to the benefit of the Grantor and the City and shall bind the Grantor and the successors and assigns of the Grantor and shall be binding upon the City and the successor’s and assigns of the City.

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

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

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

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

17. **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.

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

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

IN WITNESS WHEREOF, the parties have caused this Easement Agreement to be executed as of the day and year aforesaid by its duly authorized representatives.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Melissa Rheaume, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 9th day of August, 2010, 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

GRANTOR

Todd A. Bulson

Nancy L. Bulson

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this ____ day of August, 2010, before me a Notary Public within and for said County, personally appeared Todd A. Bulson and Nancy L. Bulson, husband and wife, to me personally known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Notary Public

THIS INSTRUMENT DRAFTED BY:

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

**AFTER RECORDING PLEASE
RETURN TO:**

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

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

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

Lot 13, Block 1, Oak Park Heights, according to the plat thereof on file and of record in the office of the Dakota County Recorder, Dakota County, Minnesota.

EXHIBIT B
EASEMENT AREA

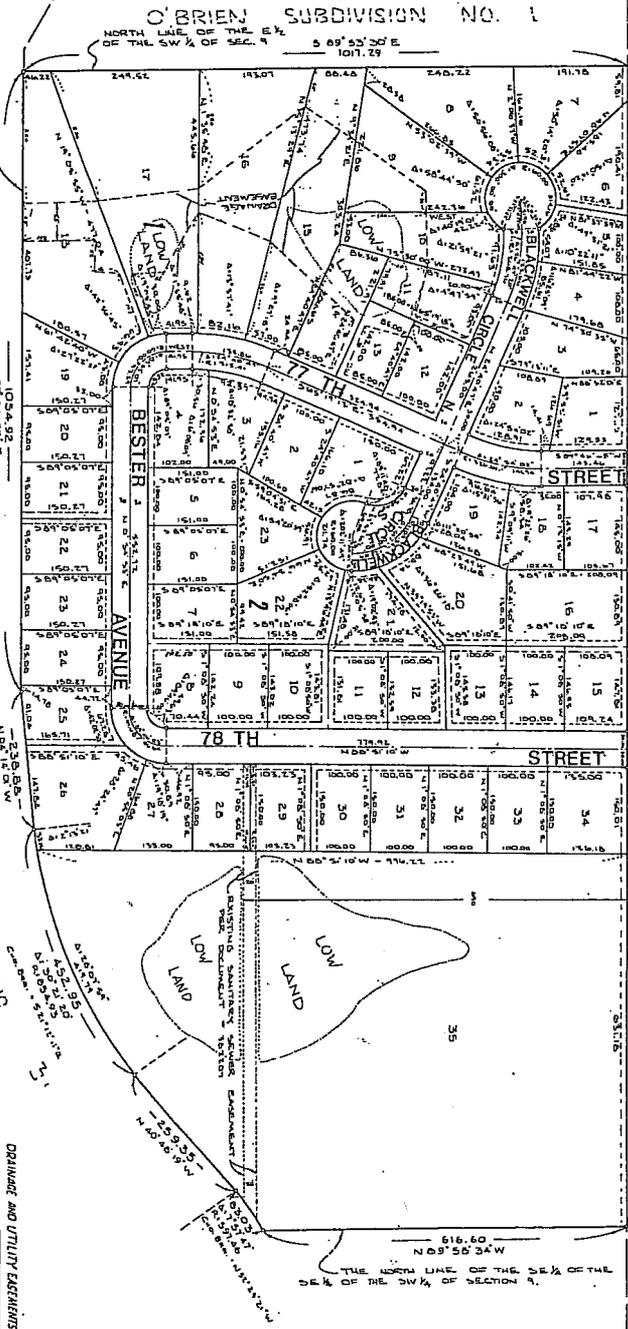
The northerly permanent drainage and utility easement on Lot 13, Block 1, Oak Park Heights which adjoins Lots 12, 13 and 14, Block 1, Oak Park Heights and the westerly permanent drainage and utility easement between Lot 13 and Lot 14, Block 1, Oak Park Heights, all dedicated on the recorded plat of Oak Park Heights Dakota County, Minnesota.

OAK PARK HEIGHTS

COLLEGE HIGHLANDS
1ST ADDITION

COLLEGE HIGHLANDS
2ND ADDITION

EAST LINE OF THE SW 1/4 OF SECTION 9, TOWNSHIP 27, RANGE 22.

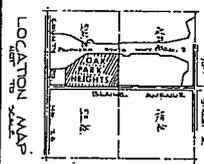
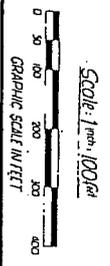


EASTERN RIGHT-OF-WAY
LINE OF STATE TRUNK
HIGHWAY 202.5 FEET
WIDEWAY 40 FEET

STATE TRUNK HIGHWAY

NORTH

Bearings shown on an assumed station
of Durable iron monument marked by
Minnesota Registration No. 10943



SECTION 9, T27N, R22W

LIBURDAN
ENGINEERING, INC.
Engineers
Surveyors

Bearing to fall in width, unless otherwise indicated and
adjacent lot lines, and 10 feet in width and adjoining
street lines, or shown on the plot.

DRAINAGE AND UTILITY EXHIBITS ARE SHOWN THIS.

SHEET 2 OF 2 SHEETS

4-58-2012

RESTRICTIVE USE EASEMENT

THIS EASEMENT AGREEMENT (Agreement) is made and entered into this 9th day of August, 2010, by and between Douglas G. Kuchera and Linda A. Kuchera, husband and wife, hereinafter individually and collectively referred to as “Grantor” and the City of Inver Grove Heights, a Minnesota municipal corporation, hereinafter referred to as “City”.

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

WHEREAS, a portion of the Easement Area is burdened by a utility and drainage easement (hereinafter referred to as the “Utility Easement”) in favor of the City depicted and dedicated on the plat of Oak Park Heights Addition (hereinafter “Plat”) on file and of record with the Dakota County Recorder.

WHEREAS, Grantor and City wish to enter into an agreement which will grant to City an easement that prohibits the placement of any trees, shrubs, or other vegetation without the prior written consent of the City, and further prohibits the construction of any buildings, impervious surfaces or other man-made structures thereon, over that portion of the Property described in Exhibit B, attached hereto (hereinafter referred to as the “Easement Area”);

WHEREAS, the City agrees to allow those Landowner Improvements identified in Section 1.7 of that certain Agreement Relating to Landowner Improvements Within City Easement on Lot 12, Block 1, Oak Park Heights between the Landowner and City dated August 9, 2010, to remain within the Easement Area on the Property.

WHEREAS, this easement shall not limit the rights of the City to utilize the Easement Area in accordance with its rights under the Utility Easement.

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

1. **Grant of Easement.** Grantor hereby forever grants to City and its successors and assigns a Restrictive Use Easement with those restrictions, terms, provisions, duties, and obligations herein contained in, under, on, over and through the Easement Area.
2. **Restrictions Relating to Vegetation.** Without the prior written consent of the City, no trees, shrubs, or other vegetation (except grass, native vegetation or wildflowers) may be planted upon the Easement Area. No trees or shrubs shall be removed from the Easement Area without the prior written consent of the City, except that any landowner on whose lot any part of the Easement Area exists shall keep such part of the Easement Area free of noxious weeds and diseased trees. Landowner may plant trees, shrubs or other vegetation within the 20 foot buffer area around the existing wetland, upon receiving written approval from the City.
3. **Restrictions Relating to Vehicles and Structures.** No vehicles, building, impervious surface, or other man-made structures, (including, but not limited to: fences, sheds, fire pits, retaining walls, play equipment, gazebo's, rock gardens, landscape boulders, woodpiles, above-ground swimming pools, horse-shoe pits, volleyball pits, sport courts, animal kennels or vehicles) shall be placed in the Easement Area without the prior written consent of the City, except for those Landowner Improvements identified in Section 1.7 of that certain Agreement Relating to Landowner Improvements Within City Easement on Lot 12, Block 1, Oak Park Heights between the Landowner and City dated August 9, 2010.
4. **Restrictions Relating to Waste Material.** No trash, waste, or other offensive material, soil, or landfill shall be placed upon or within the Easement Area without the prior written consent of the City.
5. **Restrictions Relating to Grade.** No change in the general topography of the Easement Area landscape, (including, but not limited to, excavation, movement, or removal of soil), shall be allowed without the prior written consent of the City.
6. **Duration of Easement.** The duration of the easement is perpetual.
7. **Tree Removal.** Grantor shall be responsible for the removal and disposal of any dead, damaged or diseased tree(s) lying within such portion of the Easement Area and the payment of all costs and expenses associated therewith. Nothing contained herein shall prohibit or restrict the owner of the Easement Area from cutting the grass, planting grass or pruning vegetation or flowers.
8. **Continuing Maintenance.** With respect to the Easement Area, Grantor, at Grantor's sole cost and expense, shall be responsible for perpetually maintaining the Easement Area according to the terms and provisions set forth in this Easement Agreement.

9. **No Impairment of City Rights.** Nothing contained herein shall impair any right of the City now held or hereafter acquired to construct, repair, replace, or maintain any public utilities which are, or come to be placed in, on, or under the Easement Area or within the Utility Easement.
10. **City Remedies.** If the Grantor fails to perform any of its covenants or obligations under this Easement Agreement, the City may avail itself of any remedy afforded by law and any of the following non-exclusive remedies:
- a) The City may specifically enforce this Easement Agreement.
 - b) **Notice of Non-Compliance; Cure Period.** If the City's Director of Public Works ("DPW") determines, at his sole discretion, that the Grantor has not complied with the terms and provisions set forth in this Easement Agreement, the DPW shall provide written notice to the Grantor of such failure to comply with the terms and provisions of this Easement Agreement. This notice shall specify that the Grantor will have thirty (30) days to comply with the terms and provisions of this Easement Agreement, unless thirty (30) days is not practicable for the Grantor to so comply, in which case the Grantor shall be given a reasonable time, as determined by the DPW, to comply with the terms and provisions of this Easement Agreement provided the Grantor has commenced a suitable cure within the initial thirty (30) days. Notwithstanding the requirement contained in this Section relating to written notice and opportunity of the Grantor to comply with the terms and provisions of this Easement Agreement, in the event of an emergency as determined by the DWP, the City may perform the work necessary for compliance with the terms and provisions of this Easement Agreement without giving any notice to the Grantor and without giving the Grantor thirty (30) days to comply with the terms and provisions of this Easement Agreement. If the City performs emergency service work, the Grantor shall be obligated to repay the City the costs incurred to perform the emergency service work, and the City shall follow those procedures set forth in Sections 9 (c) and 9 (d) with respect to the billing, collection and/or tax certification of such costs.
 - c) **Payment of Costs Incurred by City.** If the Grantor fails to comply with the terms and provisions of this Easement Agreement within thirty (30) days after delivery of the written notice, or in the case of an emergency situation as determined by the DWP, the City may perform those tasks necessary for compliance and the City shall have the right of access to the Property to perform such work. The City shall charge all costs incurred by the City to perform the tasks necessary for compliance to the Grantor. The amount of costs charged by the City to the Grantor shall be the usual and customary amounts charged by the City given the task, work, or improvement performed by the City to ensure compliance with the terms and provisions of this Easement Agreement. The Grantor shall make

payment directly to the City within twenty (20) days after invoicing (“Due Date”) by the City. Bills not paid by the Due Date shall incur the standard penalty and interest established by the City for utility billings within the City.

d) **Certification of Costs Payable With Taxes.** If payment is not made by the Grantor as provided in Section H(3.), the City may certify to Dakota County the amounts due as payable with the real estate taxes for Property owned by the Grantor in the next calendar year; such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills. The Grantor waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Property owned by the Grantor. The Grantor hereby further waive any and all procedural and substantive objections to special assessments for the maintenance costs including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Property owned by the Grantor. The Grantor waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Grantor acknowledges that the benefit to the Property owned by the Grantor from the performance of tasks by the City to ensure compliance with the terms and provisions of this Easement Agreement equal or exceeds the amount of the charges and assessments for the costs that are being imposed hereunder upon the Property owned by the Grantor.

e) **Obligation For Maintenance Notwithstanding Public Easement.** The Grantor agrees that their obligations relating to the Easement Area and relating to complying with the terms and provisions of this Easement Agreement exists notwithstanding the existence of this Easement Agreement in favor of the City. City hereby grants to the Grantor a temporary right and license to enter the Easement Area for the purpose of performing the obligations hereunder relating to the Easement Area for the duration of the performance of the maintenance. The Grantor hereby perpetually grants the City a temporary right and license to enter the Property for the purpose of performing those tasks necessary to assure compliance with this Easement Agreement.

12. **Binding Effect.** This easement shall run with the Property and shall inure to the benefit of the Grantor and the City and shall bind the Grantor and the successors and assigns of the Grantor and shall be binding upon the City and the successor’s and assigns of the City.

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

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

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

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

17. **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.

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

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

IN WITNESS WHEREOF, the parties have caused this Easement Agreement to be executed as of the day and year aforesaid by its duly authorized representatives.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Melissa Rheame, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 9th day of August, 2010, 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

GRANTOR

Douglas G. Kuchera

Linda A. Kuchera

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this _____ day of August, 2010, before me a Notary Public within and for said County, personally appeared Douglas G. Kuchera and Linda A. Kuchera, husband and wife, to me personally known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Notary Public

THIS INSTRUMENT DRAFTED BY:

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

**AFTER RECORDING PLEASE
RETURN TO:**

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

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

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

Lot 12, Block 1, Oak Park Heights, according to the plat thereof on file and of record in the office of the Dakota County Recorder, Dakota County, Minnesota.

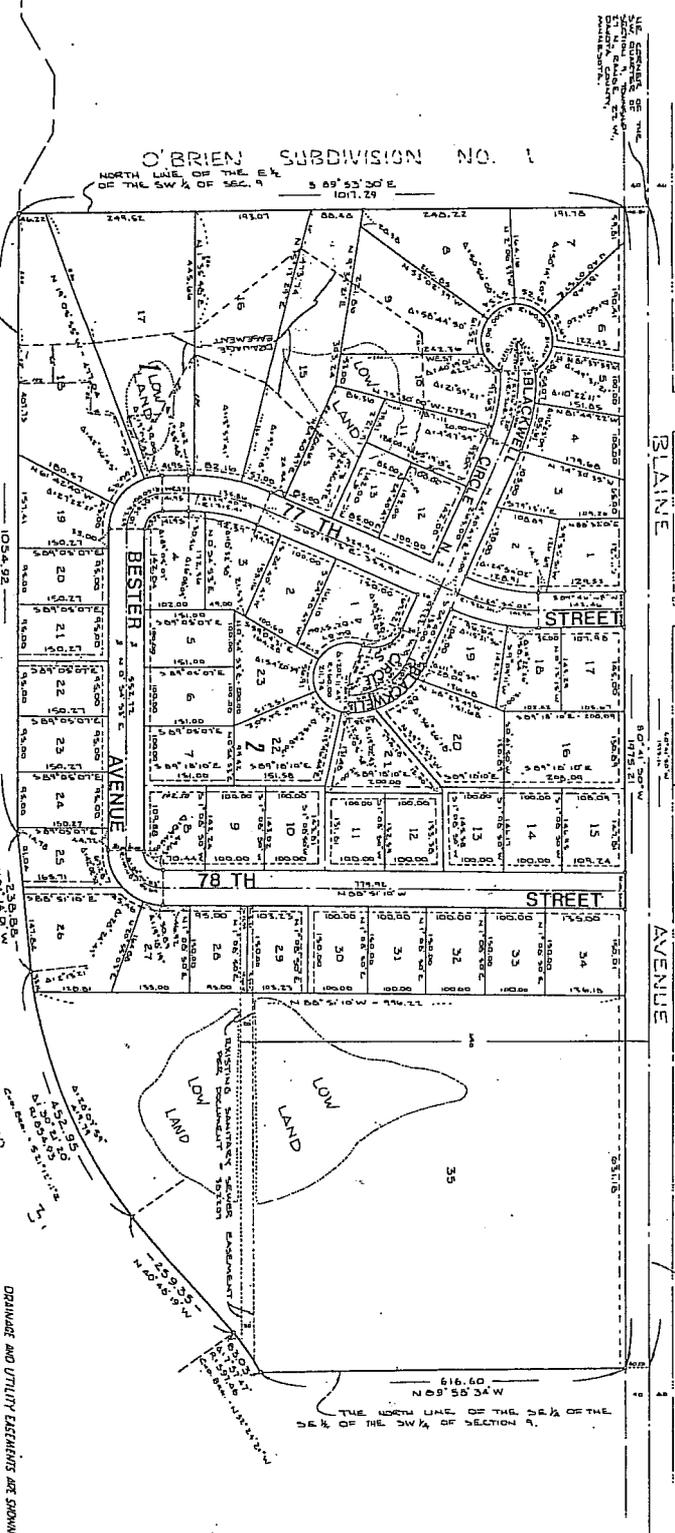
EXHIBIT B
EASEMENT AREA

All permanent drainage and utility easements located between Lot 11 and Lot 12, Block 1, Oak Park Heights and the permanent drainage and utility easement adjoining the northern portion of Lot 13, Block 1, Oak Park Heights, all dedicated on the recorded plat of Oak Park Heights Dakota County, Minnesota.

OAK PARK HEIGHTS

COLLEGE HIGHLANDS
1ST ADDITION
STREET
COLLEGE HIGHLANDS
2ND ADDITION
STREET

EAST LINE OF THE SW 1/4 OF SECTION 9, TOWNSHIP 27, RANGE 22.



O'BRIEN SUBDIVISION NO. 1
NORTH LINE OF THE SW 1/4 OF SECTION 9 OF THE SW 1/4 OF SEC. 9 E. 1017.29
S 89° 53' 30\"/>

STATE TRUNK HIGHWAY
N 105° 4' 52\"/>

Scale: 1 inch = 100 feet
GRAPHIC SCALE IN FEET
NORTH
SECTION 9, TOWNSHIP 27, RANGE 22, W. 1/4
LOCATION MAP
URBAN ENGINEERING, INC.
Engineers & Surveyors

DRAINAGE AND UTILITY ESTIMATES ARE SHOWN THAT:
Bring to full in width, unless otherwise indicated and adjoining lot lines, and 10 feet in width and adjoining street lines, or shown on the plan.

SHEET 2 OF 2 SHEETS

Y-58 2012

RESTRICTIVE USE EASEMENT

THIS EASEMENT AGREEMENT (Agreement) is made and entered into this 9th day of August, 2010, by and between Keith Schindeldecker and Marilyn L. Schindeldecker, husband and wife, hereinafter individually and collectively referred to as “Grantor” and the City of Inver Grove Heights, a Minnesota municipal corporation, hereinafter referred to as “City”.

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

WHEREAS, a portion of the Easement Area is burdened by a utility and drainage easement (hereinafter referred to as the “Utility Easement”) in favor of the City depicted and dedicated on the plat of Oak Park Heights Addition (hereinafter “Plat”) on file and of record with the Dakota County Recorder.

WHEREAS, Grantor and City wish to enter into an agreement which will grant to City an easement that prohibits the placement of any trees, shrubs, or other vegetation without the prior written consent of the City, and further prohibits the construction of any buildings, impervious surfaces or other man-made structures thereon, over that portion of the Property described in Exhibit B, attached hereto (hereinafter referred to as the “Easement Area”);

WHEREAS, the City agrees to allow those Landowner Improvements identified in Section 1.7 of that certain Agreement Relating to Landowner Improvements Within City Easement on Lot 14, Block 1, Oak Park Heights between Landowner and City dated August 9, 2010, to remain within the Easement Area on the Property.

WHEREAS, this easement shall not limit the rights of the City to utilize the Easement Area in accordance with its rights under the Utility Easement.

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

1. **Grant of Easement.** Grantor hereby forever grants to City and its successors and assigns a Restrictive Use Easement with those restrictions, terms, provisions, duties, and obligations herein contained in, under, on, over and through the Easement Area.
2. **Restrictions Relating to Vegetation.** Without the prior written consent of the City, no trees, shrubs, or other vegetation (except grass, native vegetation or wildflowers) may be planted upon the Easement Area, except for those Landowner Improvements identified in Section 1.7 of that certain Agreement Relating to Landowner Improvements Within City Easement on Lot 14, Block 1, Oak Park Heights between Landowner and City dated August 9, 2010. No trees or shrubs shall be removed from the Easement Area without the prior written consent of the City, except that any landowner on whose lot any part of the Easement Area exists shall keep such part of the Easement Area free of noxious weeds and diseased trees. Landowner may plant trees, shrubs or other vegetation within the 20 foot buffer area around the existing wetland, upon receiving written approval from the City.
3. **Restrictions Relating to Vehicles and Structures.** No vehicles, building, impervious surface, or other man-made structures, (including, but not limited to: fences, sheds, fire pits, retaining walls, play equipment, gazebo's, rock gardens, landscape boulders, woodpiles, above-ground swimming pools, horse-shoe pits, volleyball pits, sport courts, animal kennels or vehicles) shall be placed in the Easement Area without the prior written consent of the City, except for those Landowner Improvements identified in Section 1.7 of that certain Agreement Relating to Landowner Improvements Within City Easement on Lot 14, Block 1, Oak Park Heights between Landowner and City dated August 9, 2010.
4. **Restrictions Relating to Waste Material.** No trash, waste, or other offensive material, soil, or landfill shall be placed upon or within the Easement Area without the prior written consent of the City.
5. **Restrictions Relating to Grade.** No change in the general topography of the Easement Area landscape, (including, but not limited to, excavation, movement, or removal of soil), shall be allowed without the prior written consent of the City.
6. **Duration of Easement.** The duration of the easement is perpetual.
7. **Tree Removal.** Grantor shall be responsible for the removal and disposal of any dead, damaged or diseased tree(s) lying within such portion of the Easement Area and the payment of all costs and expenses associated therewith. Nothing contained herein shall prohibit or restrict the owner of the Easement Area from cutting the grass, planting grass or pruning vegetation or flowers.
8. **Continuing Maintenance.** With respect to the Easement Area, Grantor, at Grantor's sole cost and expense, shall be responsible for perpetually maintaining

the Easement Area according to the terms and provisions set forth in this Easement Agreement.

9. **No Impairment of City Rights.** Nothing contained herein shall impair any right of the City now held or hereafter acquired to construct, repair, replace, or maintain any public utilities which are, or come to be placed in, on, or under the Easement Area or within the Utility Easement.
10. **City Remedies.** If the Grantor fails to perform any of its covenants or obligations under this Easement Agreement, the City may avail itself of any remedy afforded by law and any of the following non-exclusive remedies:
 - a) The City may specifically enforce this Easement Agreement.
 - b) **Notice of Non-Compliance; Cure Period.** If the City's Director of Public Works ("DPW") determines, at his sole discretion, that the Grantor has not complied with the terms and provisions set forth in this Easement Agreement, the DPW shall provide written notice to the Grantor of such failure to comply with the terms and provisions of this Easement Agreement. This notice shall specify that the Grantor will have thirty (30) days to comply with the terms and provisions of this Easement Agreement, unless thirty (30) days is not practicable for the Grantor to so comply, in which case the Grantor shall be given a reasonable time, as determined by the DPW, to comply with the terms and provisions of this Easement Agreement provided the Grantor has commenced a suitable cure within the initial thirty (30) days. Notwithstanding the requirement contained in this Section relating to written notice and opportunity of the Grantor to comply with the terms and provisions of this Easement Agreement, in the event of an emergency as determined by the DWP, the City may perform the work necessary for compliance with the terms and provisions of this Easement Agreement without giving any notice to the Grantor and without giving the Grantor thirty (30) days to comply with the terms and provisions of this Easement Agreement. If the City performs emergency service work, the Grantor shall be obligated to repay the City the costs incurred to perform the emergency service work, and the City shall follow those procedures set forth in Sections 9 (c) and 9 (d) with respect to the billing, collection and/or tax certification of such costs.
 - c) **Payment of Costs Incurred by City.** If the Grantor fails to comply with the terms and provisions of this Easement Agreement within thirty (30) days after delivery of the written notice, or in the case of an emergency situation as determined by the DWP, the City may perform those tasks necessary for compliance and the City shall have the right of access to the Property to perform such work. The City shall charge all costs incurred by the City to perform the tasks necessary for compliance to the Grantor. The amount of costs charged by the City to the Grantor shall be the usual and

customary amounts charged by the City given the task, work, or improvement performed by the City to ensure compliance with the terms and provisions of this Easement Agreement. The Grantor shall make payment directly to the City within twenty (20) days after invoicing (“Due Date”) by the City. Bills not paid by the Due Date shall incur the standard penalty and interest established by the City for utility billings within the City.

- d) **Certification of Costs Payable With Taxes.** If payment is not made by the Grantor as provided in Section H(3.), the City may certify to Dakota County the amounts due as payable with the real estate taxes for Property owned by the Grantor in the next calendar year; such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills. The Grantor waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Property owned by the Grantor. The Grantor hereby further waive any and all procedural and substantive objections to special assessments for the maintenance costs including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Property owned by the Grantor. The Grantor waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Grantor acknowledges that the benefit to the Property owned by the Grantor from the performance of tasks by the City to ensure compliance with the terms and provisions of this Easement Agreement equal or exceeds the amount of the charges and assessments for the costs that are being imposed hereunder upon the Property owned by the Grantor.
- e) **Obligation For Maintenance Notwithstanding Public Easement.** The Grantor agrees that their obligations relating to the Easement Area and relating to complying with the terms and provisions of this Easement Agreement exists notwithstanding the existence of this Easement Agreement in favor of the City. City hereby grants to the Grantor a temporary right and license to enter the Easement Area for the purpose of performing the obligations hereunder relating to the Easement Area for the duration of the performance of the maintenance. The Grantor hereby perpetually grants the City a temporary right and license to enter the Property for the purpose of performing those tasks necessary to assure compliance with this Easement Agreement.

12. **Binding Effect.** This easement shall run with the Property and shall inure to the benefit of the Grantor and the City and shall bind the Grantor and the successors and assigns of the Grantor and shall be binding upon the City and the successor’s and assigns of the City.

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

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

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

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

17. **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.

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

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

IN WITNESS WHEREOF, the parties have caused this Easement Agreement to be executed as of the day and year aforesaid by its duly authorized representatives.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Melissa Rheame, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 9th day of August, 2010, 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

GRANTOR

Keith Schindeldecker

Marilyn L. Schindeldecker

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this _____ day of August, 2010, before me a Notary Public within and for said County, personally appeared Keith Schindeldecker and Marilyn L. Schindeldecker, husband and wife, to me personally known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Notary Public

THIS INSTRUMENT DRAFTED BY:

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

AFTER RECORDING PLEASE

RETURN TO:

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

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EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

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

Lot 14, Block 1, Oak Park Heights, according to the plat thereof on file and of record in the office of the Dakota County Recorder, Dakota County, Minnesota.

EXHIBIT B
EASEMENT AREA

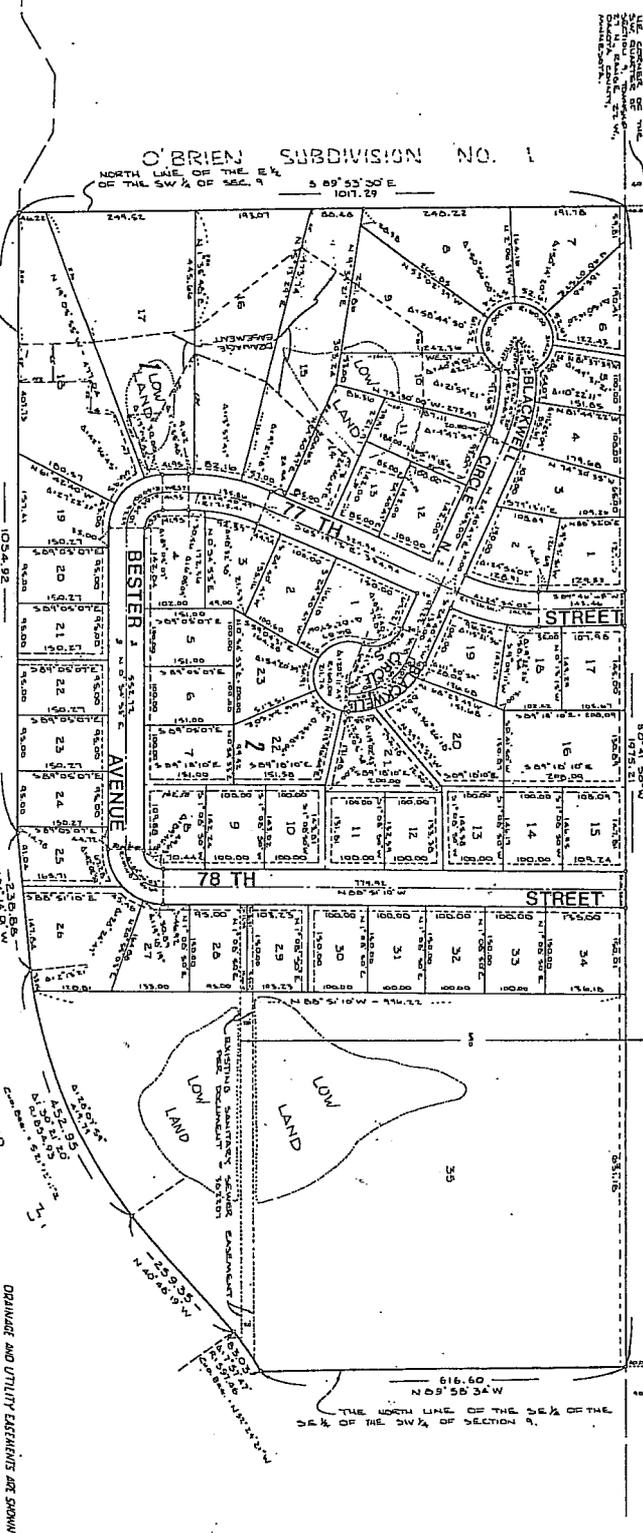
The permanent drainage and utility easement which adjoins 77th Street E., the permanent drainage and utility easement which adjoins Lot 13, Block 1, Oak Park Heights and the permanent drainage and utility easement which runs at an angle north to south through the northern half of the Subject Lot, all dedicated on the recorded plat of Oak Park Heights Dakota County, Minnesota.

OAK PARK HEIGHTS

COLLEGE HIGHLANDS
1ST ADDITION

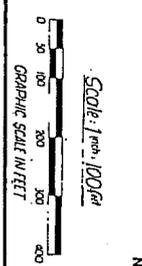
COLLEGE HIGHLANDS
2ND ADDITION

BLAINE AVENUE



EXISTING RIGHT OF WAY
HIGHWAY AND 3' SIDE
RESERVATION AS SHOWN

Bearings shown are on an assumed datum
of Densel van der Meer
Minnesota Registered Professional Surveyor No. 10943



URBANA
ENGINEERING, INC.
Engineers
Surveyors

SHEET 2 OF 2 SHEETS

RESTRICTIVE USE EASEMENT

THIS EASEMENT AGREEMENT (Agreement) is made and entered into this 9th day of August, 2010, by and between William E. White and Kim M. White, husband and wife, hereinafter individually and collectively referred to as “Grantor” and the City of Inver Grove Heights, a Minnesota municipal corporation, hereinafter referred to as “City”.

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

WHEREAS, a portion of the Easement Area is burdened by a utility and drainage easement (hereinafter referred to as the “Utility Easement”) in favor of the City depicted and dedicated on the plat of Oak Park Heights Addition (hereinafter “Plat”) on file and of record with the Dakota County Recorder.

WHEREAS, Grantor and City wish to enter into an agreement which will grant to City an easement that prohibits the placement of any trees, shrubs, or other vegetation without the prior written consent of the City, and further prohibits the construction of any buildings, impervious surfaces or other man-made structures thereon, over that portion of the Property described in Exhibit B, attached hereto (hereinafter referred to as the “Easement Area”);

WHEREAS, the City agrees to allow those Landowner Improvements identified in Section 1.7 of that certain Agreement Relating to Landowner Improvements Within City Easement on Lot 11, Block 1, Oak Park Heights and Part of Lot 10, Block 1, Oak Park Heights dated August 9, 2010, between the Landowner and the City to remain within the Easement Area on the Property.

WHEREAS, this easement shall not limit the rights of the City to utilize the Easement Area in accordance with its rights under the Utility Easement.

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

1. **Grant of Easement.** Grantor hereby forever grants to City and its successors and assigns a Restrictive Use Easement with those restrictions, terms, provisions, duties, and obligations herein contained in, under, on, over and through the Easement Area.
2. **Restrictions Relating to Vegetation.** Without the prior written consent of the City, no trees, shrubs, or other vegetation (except grass, native vegetation or wildflowers) may be planted upon the Easement Area, except for those Landowner Improvements identified in Section 1.7 of that certain Agreement Relating to Landowner Improvements Within City Easement on Lot 11, Block 1, Oak Park Heights and Part of Lot 10, Block 1, Oak Park Heights between the Landowner and the City dated August 9, 2010. No trees or shrubs shall be removed from the Easement Area without the prior written consent of the City, except that any landowner on whose lot any part of the Easement Area exists shall keep such part of the Easement Area free of noxious weeds and diseased trees. Landowner may plant trees, shrubs or other vegetation within the 20 foot buffer area around the existing wetland, upon receiving written approval from the City.
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7. **Tree Removal.** Grantor shall be responsible for the removal and disposal of any dead, damaged or diseased tree(s) lying within such portion of the Easement Area and the payment of all costs and expenses associated therewith. Nothing

contained herein shall prohibit or restrict the owner of the Easement Area from cutting the grass, planting grass or pruning vegetation or flowers.

8. **Continuing Maintenance.** With respect to the Easement Area, Grantor, at Grantor's sole cost and expense, shall be responsible for perpetually maintaining the Easement Area according to the terms and provisions set forth in this Easement Agreement.
9. **No Impairment of City Rights.** Nothing contained herein shall impair any right of the City now held or hereafter acquired to construct, repair, replace, or maintain any public utilities which are, or come to be placed in, on, or under the Easement Area or within the Utility Easement.
10. **City Remedies.** If the Grantor fails to perform any of its covenants or obligations under this Easement Agreement, the City may avail itself of any remedy afforded by law and any of the following non-exclusive remedies:
 - a) The City may specifically enforce this Easement Agreement.
 - b) **Notice of Non-Compliance; Cure Period.** If the City's Director of Public Works ("DPW") determines, at his sole discretion, that the Grantor has not complied with the terms and provisions set forth in this Easement Agreement, the DPW shall provide written notice to the Grantor of such failure to comply with the terms and provisions of this Easement Agreement. This notice shall specify that the Grantor will have thirty (30) days to comply with the terms and provisions of this Easement Agreement, unless thirty (30) days is not practicable for the Grantor to so comply, in which case the Grantor shall be given a reasonable time, as determined by the DPW, to comply with the terms and provisions of this Easement Agreement provided the Grantor has commenced a suitable cure within the initial thirty (30) days. Notwithstanding the requirement contained in this Section relating to written notice and opportunity of the Grantor to comply with the terms and provisions of this Easement Agreement, in the event of an emergency as determined by the DWP, the City may perform the work necessary for compliance with the terms and provisions of this Easement Agreement without giving any notice to the Grantor and without giving the Grantor thirty (30) days to comply with the terms and provisions of this Easement Agreement. If the City performs emergency service work, the Grantor shall be obligated to repay the City the costs incurred to perform the emergency service work, and the City shall follow those procedures set forth in Sections 9 (c) and 9 (d) with respect to the billing, collection and/or tax certification of such costs.
 - c) **Payment of Costs Incurred by City.** If the Grantor fails to comply with the terms and provisions of this Easement Agreement within thirty (30) days after delivery of the written notice, or in the case of an emergency

situation as determined by the DWP, the City may perform those tasks necessary for compliance and the City shall have the right of access to the Property to perform such work. The City shall charge all costs incurred by the City to perform the tasks necessary for compliance to the Grantor. The amount of costs charged by the City to the Grantor shall be the usual and customary amounts charged by the City given the task, work, or improvement performed by the City to ensure compliance with the terms and provisions of this Easement Agreement. The Grantor shall make payment directly to the City within twenty (20) days after invoicing (“Due Date”) by the City. Bills not paid by the Due Date shall incur the standard penalty and interest established by the City for utility billings within the City.

- d) **Certification of Costs Payable With Taxes.** If payment is not made by the Grantor as provided in Section H(3.), the City may certify to Dakota County the amounts due as payable with the real estate taxes for Property owned by the Grantor in the next calendar year; such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills. The Grantor waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Property owned by the Grantor. The Grantor hereby further waive any and all procedural and substantive objections to special assessments for the maintenance costs including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Property owned by the Grantor. The Grantor waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Grantor acknowledges that the benefit to the Property owned by the Grantor from the performance of tasks by the City to ensure compliance with the terms and provisions of this Easement Agreement equal or exceeds the amount of the charges and assessments for the costs that are being imposed hereunder upon the Property owned by the Grantor.
- e) **Obligation For Maintenance Notwithstanding Public Easement.** The Grantor agrees that their obligations relating to the Easement Area and relating to complying with the terms and provisions of this Easement Agreement exists notwithstanding the existence of this Easement Agreement in favor of the City. City hereby grants to the Grantor a temporary right and license to enter the Easement Area for the purpose of performing the obligations hereunder relating to the Easement Area for the duration of the performance of the maintenance. The Grantor hereby perpetually grants the City a temporary right and license to enter the Property for the purpose of performing those tasks necessary to assure compliance with this Easement Agreement.

12. **Binding Effect.** This easement shall run with the Property and shall inure to the benefit of the Grantor and the City and shall bind the Grantor and the successors and assigns of the Grantor and shall be binding upon the City and the successor's and assigns of the City.

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

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

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

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

17. **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.

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

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

IN WITNESS WHEREOF, the parties have caused this Easement Agreement to be executed as of the day and year aforesaid by its duly authorized representatives.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Melissa Rheume, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 9th day of August, 2010, 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

GRANTOR

Kim M. White

William E. White

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this _____ day of August, 2010, before me a Notary Public within and for said County, personally appeared Kim M. White and William E. White, husband and wife, to me personally known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Notary Public

THIS INSTRUMENT DRAFTED BY:

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

**AFTER RECORDING PLEASE
RETURN TO:**

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

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

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

Lot 11, Block 1, Oak Park Heights, and that part of Lot 10, Block 1, Oak Park Heights, described as beginning at the Southeasterly corner of said Lot 10; thence Northerly, along the Easterly line of said Lot 10, a distance of 17.72 feet; thence Westerly to the Southwest corner of said Lot 10; thence Easterly along the South line of said Lot 10, to the point of beginning, Dakota County, Minnesota.

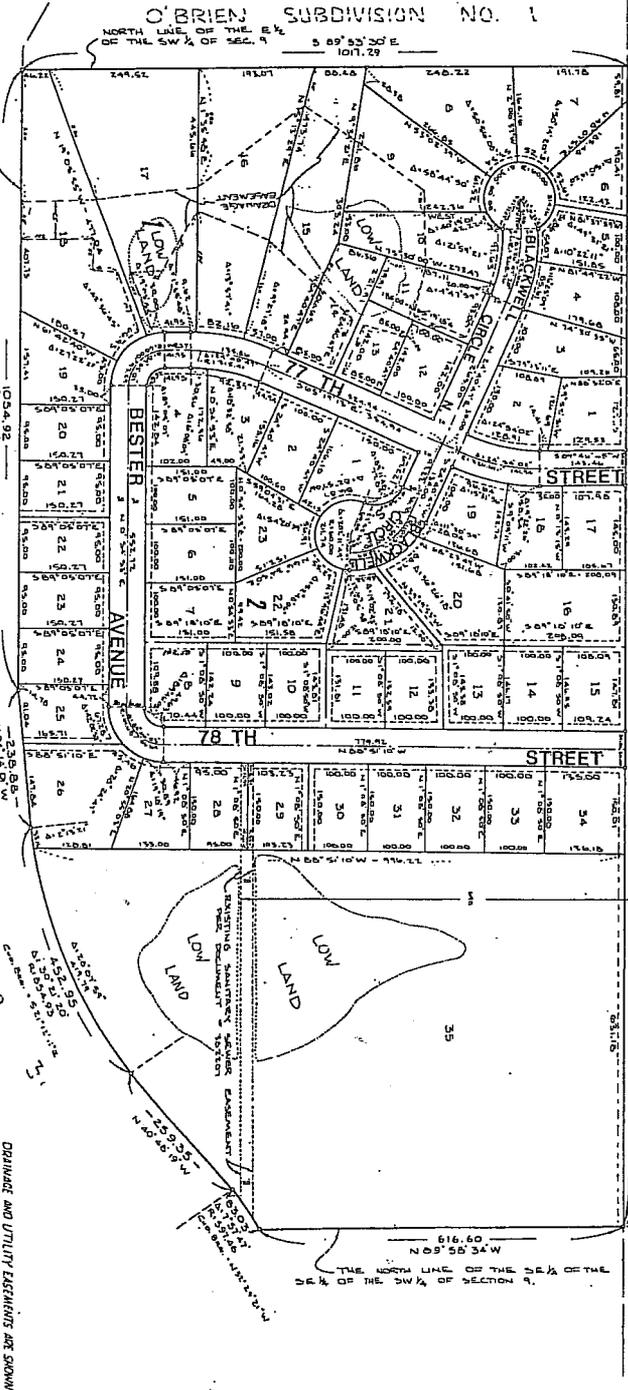
EXHIBIT B
EASEMENT AREA

The permanent drainage and utility easement which adjoins Blackwell Circle N., and the permanent drainage and utility easement which adjoins Lot 12, Block 1, Oak Park Heights, and the permanent drainage and utility easement which runs east to west through the southern half of the Subject Lot, all dedicated on the recorded plat of Oak Park Heights Dakota County, Minnesota.

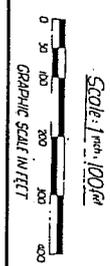
OAK PARK HEIGHTS

COLLEGE HIGHLANDS
1ST ADDITION

COLLEGE HIGHLANDS
2ND ADDITION



Bearings shown are on an assumed datum
 • Dashed lines represent monuments located by
 Minnesota Registration No. 10943



UBUHAH
ENGINEERING, INC.
 Engineers
 Surveyors

DRAINAGE AND UTILITY ESTIMATES ARE SHOWN THAT:
 Bind 10' R.I. in width with 6" minimum indicated and
 adjoining lot lines, and 10' R.I. in width and adjoining
 street lines, as shown on the plot.

SHEET 2 OF 2 SHEETS

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT (Easement) is made this 9th day of August, 2010, by and between Todd A. Bulson and Nancy L. Bulson, husband and wife, hereinafter individually and collectively referred to as “Landowner” and the City of Inver Grove Heights, a Minnesota municipal corporation, hereinafter referred to as “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 in connection with and arising out of City Project No. 2010-19** (hereinafter “**Temporary Easement**”) under, over, across, through and upon that real property depicted and shown on **Exhibit B**, (hereinafter the “**Temporary Easement Area**”) attached hereto and incorporated herein by reference. The Temporary Easement shall expire on August 31, 2011. This Temporary Easement specifically authorizes the City to grade and slope for the Landowner’s future installation of a boulder retaining wall outside of the Temporary 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 Landowner’s Property during the term of the existence of the Temporary Easement for the purposes of construction, inspection, grading, sloping, and restoration relating to the purposes of this Easement; and

- b.) to maintain the Landowner's Property during the term of the existence of the Temporary Easement, 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 Landowner's Property during the term of the existence of the Temporary Easement, trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location, construction and maintenance of the pipes, conduits, or mains.
- d.) to remove a blue spruce tree from Landowner's Property; to trim trees, as necessary, on Landowner's Property; to move boulder retaining wall(s) on Landowner's Property, if necessary; to remove and re-establish turf on Landowner's Property by re-sodding and/or re-seeding, as necessary, as well as sodding and/or seeding slopes with native vegetation; and to disturb the irrigation system on Landowner's Property, if necessary.
- e.) to deposit earthen material in and upon the Landowner's Property.
- f.) to remove or otherwise dispose of all earth or other material excavated from the Landowner's Property during the term of the existence of the Temporary Easement as the City may deem appropriate.
- g.) to cut or excavate a 1 to 1 (1:1) slope for the future four (4) foot boulder retaining wall located on the City drainage and utility easement on the Landowner's Property.

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 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, their successors or assigns, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided by Minnesota Statute, Chapter 466.

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

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

LANDOWNER

Todd A. Bulson

Nancy L. Bulson

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this _____ day of August, 2010, before me a Notary Public within and for said County, personally appeared Todd A. Bulson and Nancy L. Bulson, husband and wife, to me personally known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Notary Public

This Instrument Was Drafted By:

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

EXHIBIT A

LEGAL DESCRIPTION OF LANDOWNER'S PROPERTY

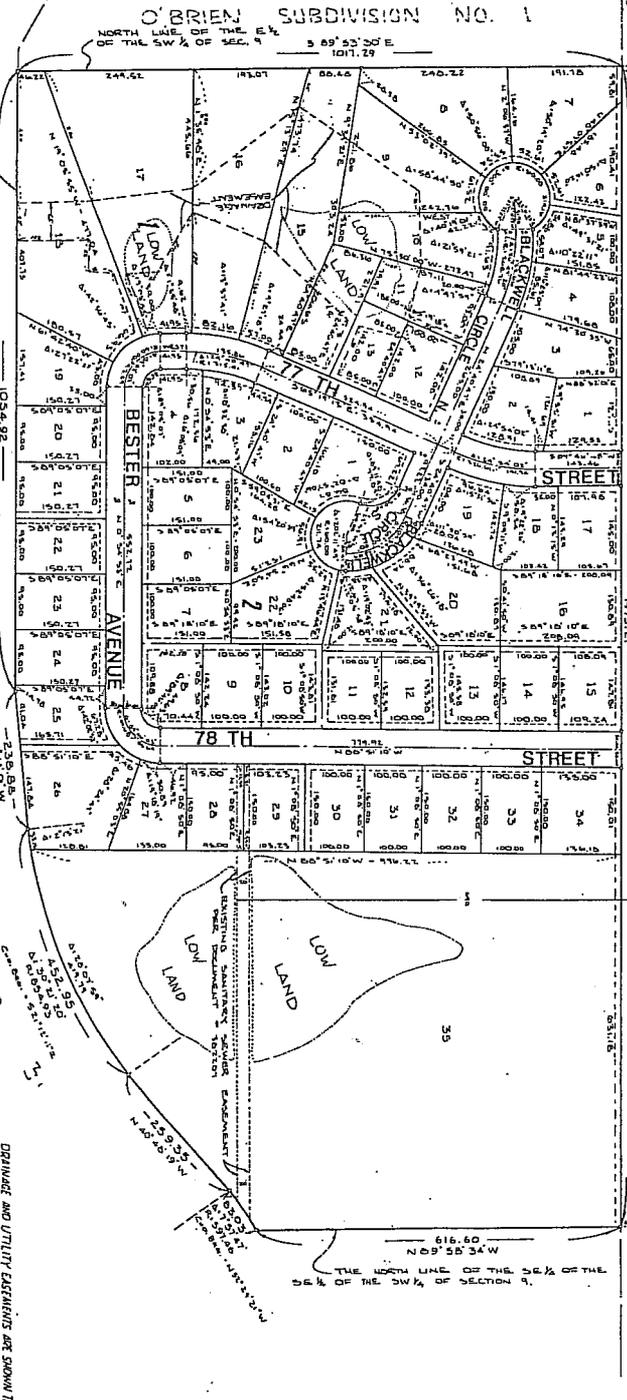
Real Property located in the City of Inver Grove Heights, Dakota County, Minnesota, described as follows:

Lot 13, Block 1, Oak Park Heights, according to the plat thereof on file and of record in the office of the Dakota County Recorder, Dakota County, Minnesota.

OAK PARK HEIGHTS

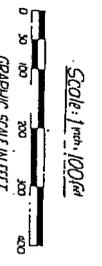
COLLEGE HIGHLANDS
1ST ADDITION

COLLEGE HIGHLANDS
2ND ADDITION



EASTERNLY RIGHT OF WAY
LINE OF STATE TRUNK
HIGHWAY 1011.29
BEARING N 89° 53' 30" E

BEARINGS SHOWN ON AN ASSUMED SLOPE
OF GRADE WAS MEASURED BY
MINNESOTA SURVEYOR NO. 10943



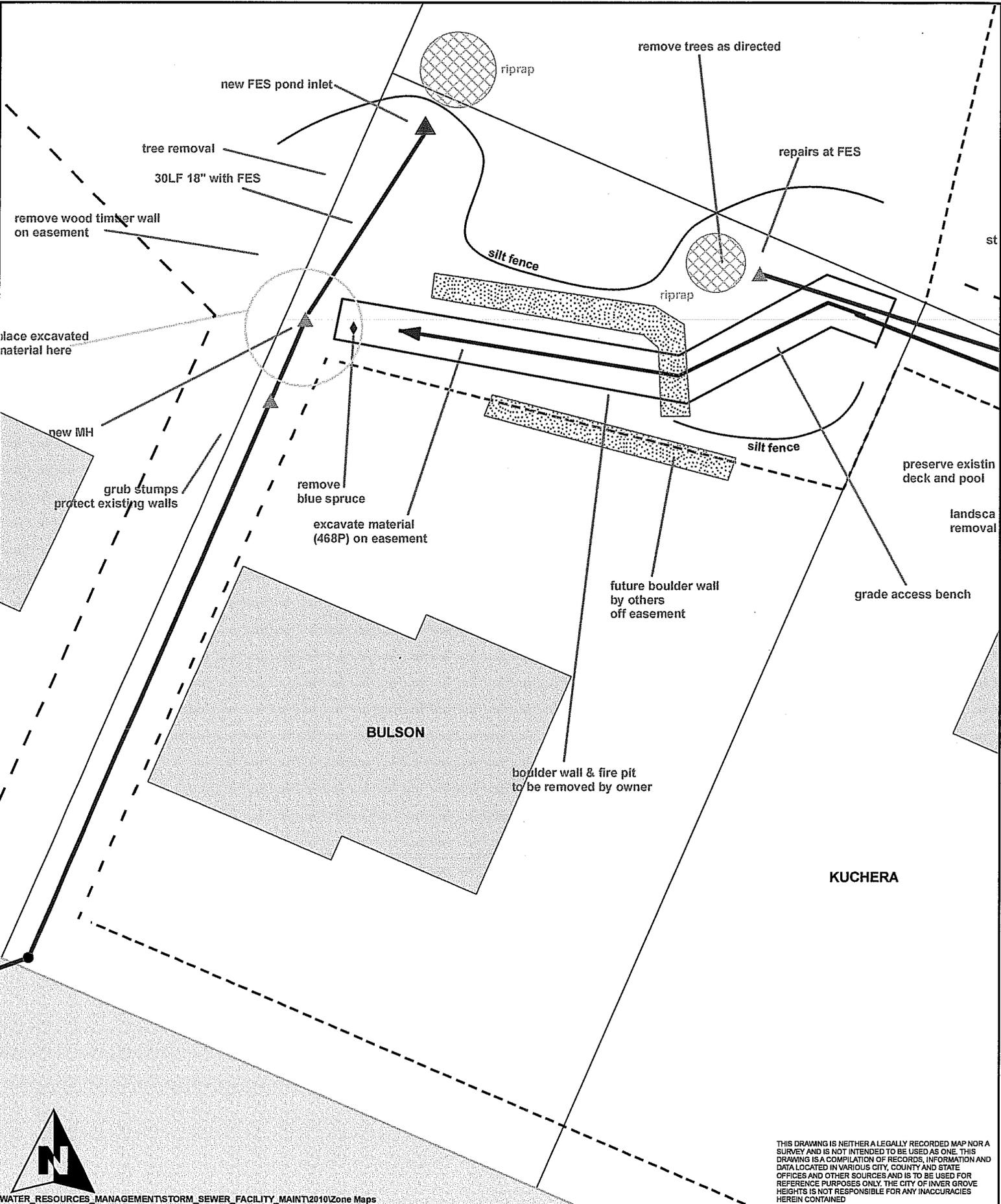
URBAN
ENGINEERING, INC.
Engineers
Surveyors

SHEET 2 OF 2 SHEETS

Y-58 292

2009 Storm Water Facility Maintenance Program 2010-19

EXHIBIT B Bulson



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

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Resolution Accepting Quote and Awarding Contract for City Project No. 2010-19 – Storm Water Facility Maintenance Program – Zone 7

Meeting Date: August 23, 2010
 Item Type: Consent
 Contact: Thomas J. Kaldunski, 651.450.2572
 Prepared by: Thomas J. Kaldunski, City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director



Fiscal/FTE Impact:	
<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

Resolution accepting quote and awarding contract for City Project No. 2010-19 – Storm Water Facility Maintenance Program – Zone 7.

SUMMARY

The City is required by our MS4 permit to conduct inspections of the storm water facilities in the community. These inspections were conducted in 2009, which identified a number of storm water facilities (i.e. flared end sections, pond skimmers, pond inlets/outlets, etc.) which are in need of maintenance to keep the storm water management system functioning properly. The maintenance items were reviewed in 2010 and seven maintenance zones were established for work which requires heavy duty equipment that local contractors have. A map of these seven zones is attached.

A minimum of three contractors were solicited to quote the work in Zone 7. The contractors that were invited to quote include the following: Scherff Excavating, Total Construction, and Gartzke Construction.

The Engineering Division has reviewed the quotes received and reviewed the contractors' proposed "means and methods of construction". This maintenance program is occurring in public easements on private property. The contractors have been required to utilize means and methods that result in the least amount of disturbance to the residents. The Zone 7 project is located near 77th Street and Blackwell Court. The Council has discussed the numerous easement obstructions at work sessions. The work is proposed to start after August 24, 2010 and be completed by the end of October 2010.

The following contractors provided quotes for Zone 7 of the 2010 storm water facility maintenance program.

<u>Contractor</u>	<u>Base Bid</u>	<u>Alternate Bid</u>	<u>Total (Base Bid + Alternate)</u>
Gartzke Construction	\$32,552.00	\$2,800.00	\$35,352.00
Scherff, Inc.	\$33,470.00	\$2,400.00	\$35,870.00
Total Construction	\$42,550.00	\$2,700.00	\$45,250.00

Alternate bids for clearing and grubbing in Zone 7 were also received. The alternate bid will be awarded because the Public Works Street Maintenance Division has been unable to do the clearing due to its workload.

I recommend that the City Council adopt the resolution accepting the quote and awarding the base bid plus the alternate bid for City Project No. 2010-19, as summarized above for a total award amount of \$35,352.00, to Gartzke Construction. This work is funded from the Street Maintenance Division budget (101-5200-443.40-47).

SDT/kf

Attachments: Resolution
 Zone index map
 Aerial map of Zone 7

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

**RESOLUTION ACCEPTING QUOTE AND AWARDING CONTRACT FOR THE
2010 STORM WATER FACILITY MAINTENANCE PROGRAM – ZONE 7
CITY PROJECT NO. 2010-19**

RESOLUTION NO. _____

WHEREAS, pursuant to a request for quotes for the 2010 Storm Water Facility Maintenance Program, Zone 7, quotes were received, opened, read aloud, and tabulated according to law. The following quotes were received:

<u>Contractor</u>	<u>Base Bid</u>	<u>Alternate Bid</u>	<u>Total (Base Bid + Alternate)</u>
Gartzke Construction	\$32,552.00	\$2,800.00	\$35,352.00
Scherff, Inc.	\$33,470.00	\$2,400.00	\$35,870.00
Total Construction	\$42,550.00	\$2,700.00	\$45,250.00

WHEREAS, Gartzke Construction is the apparent low bidder for the 2010 Storm Water Facility Maintenance Program – Zone 7, City Project No. 2010-19 – in the amount of \$35,352.00 for the base bid plus alternate; and

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

1. The Mayor and Clerk are hereby authorized and directed to enter into a contract with Gartzke Construction for the 2010 Storm Water Facility Maintenance Program – Zone 7, City Project No. 2010-19, in the name of the City of Inver Grove Heights according to plans and specifications.
2. The City Clerk is hereby authorized and directed to return, forthwith, to all quoters, the deposits made with their quotes except for the deposit of the successful quoter until the contract has been signed.
3. Project financing shall be provided from the Street Maintenance budget (101-5200-443.40-47).

Adopted by the City Council of Inver Grove Heights this 23rd day of August 2010.

AYES:
NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Approve Agreement with Xcel Energy for Sod Replacement and Seeding on City Project No. 2010-09D – South Grove Street Reconstruction, Area 5

Meeting Date: August 23, 2010
 Item Type: Consent *TPK*
 Contact: Thomas J. Kaldunski, 651-450-2572
 Prepared by: Thomas J. Kaldunski, City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director *SAT*

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

The City Council will consider an agreement with Excel Energy to do sod replacement and seeding of areas disturbed by Xcel Energy on City Project No. 2010-09D – South Grove Street Reconstruction, Area 5.

SUMMARY

The City of Inver Grove Heights has authorized the reconstruction of City streets as part of City Project No. 2010-09D (see attached map). As part of this project, the City will be restoring the boulevards on the streets affected by the project. The City's contract requires the Contractor to place sod by September 10, 2010 to allow for 30 days of growth before cool weather occurs in late October.

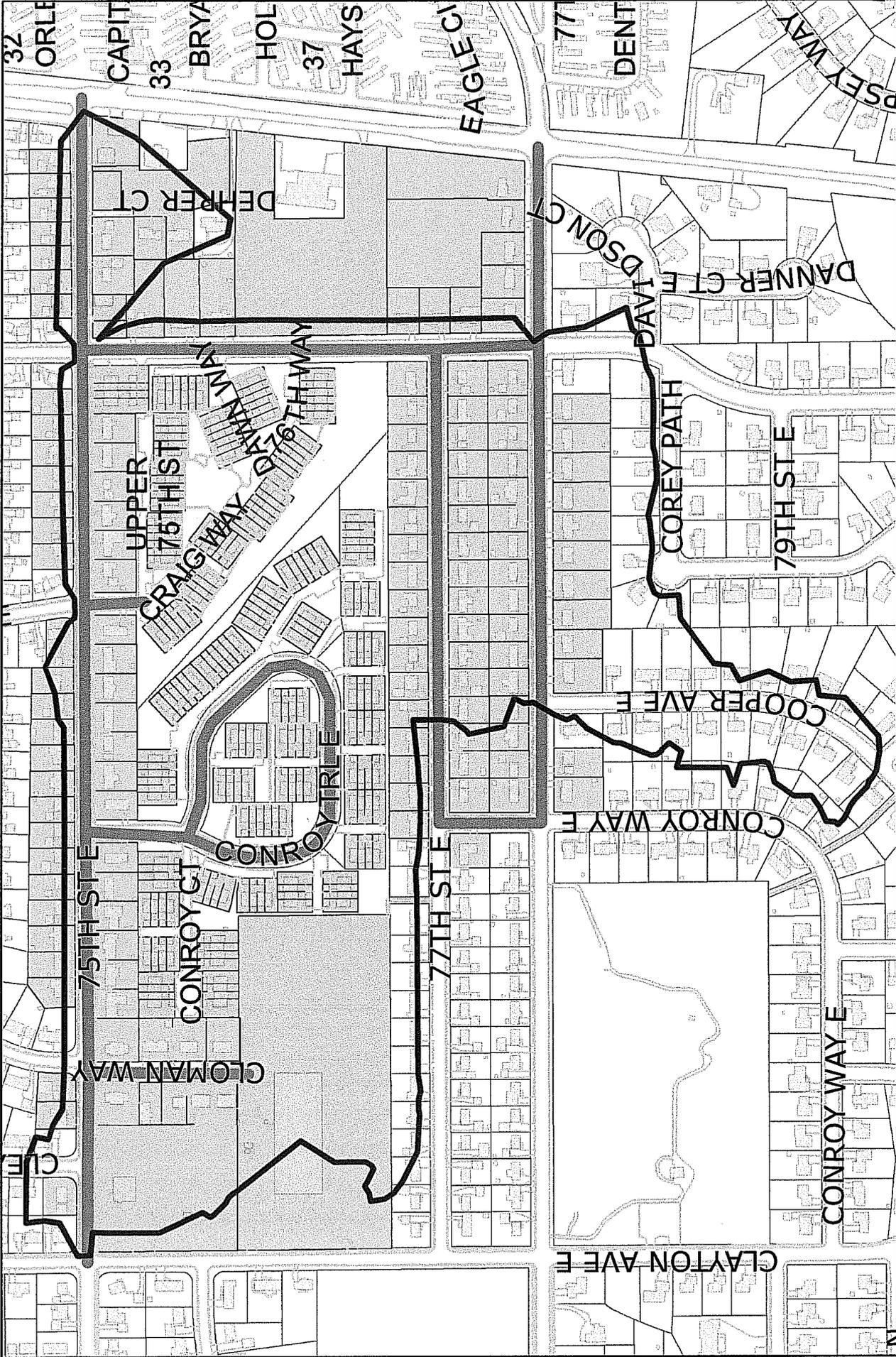
Xcel Energy has been affected by the City's reconstruction project and Xcel has been coordinating efforts to restore and/or replace existing gas and electric systems and services on the street reconstruction project. Their work occurs on City right-of-way and adjacent easements. Xcel Energy is responsible to restore the areas they disturb.

In 2009, City staff worked closely with Xcel to coordinate the boulevard restoration. The City work is much larger than Xcel's. An agreement was negotiated in 2009 in which the City conducted all boulevard restoration by sod and/or seeding. This coordination effort resulted in uniform standards being used on the boulevard restoration. This greatly reduced the number of calls the City and Xcel received in 2009 related to the boulevards. Xcel reimbursed the City for the boulevard restoration at the City's unit prices.

Attached is an agreement between the City and Xcel to continue this boulevard restoration for City Project No. 2010-09D – South Grove Street Reconstruction, Area 5. This will allow the City's Contractor to do all the boulevard restoration on a timely basis this fall. Xcel and City staff will measure the areas disturbed by Xcel and an invoice will be sent to Xcel for the select topsoil and sod/seed per the contract. This will continue in the future on all major reconstruction projects.

It is recommended that the City approve the attached agreement for sod replacement and seeding on City Project No. 2010-09D – South Grove Area 5.

Attachments: Map of area
 Agreement
 Resolution



IGD
Inver Grove Heights

IGHA:PROJECTS_PUBLI\IC\2010_PROJECTS\2010-09D_SouthGroveArea5\GIS\2010-09DAssessments.mxd

GIS Dept
Dec 2009

**CITY PROJECT NO. 2010-09D
URBAN STREET RECONSTRUCTION
(SOUTH GROVE AREA 5)**

STREETS TO BE RECONSTRUCTED

- DRAINAGE AREA
- RESIDENTIAL PARCELS
- COMMERCIAL, MULTI-FAMILY PROPERTY

Total Drainage Area: 87.36 acres
Recon. Centerline: 10,879 ft (approx. 2 mi)

0 375 750 1,500 Feet

**SOD REPLACEMENT AND SEEDING AGREEMENT
BETWEEN CITY OF INVER GROVE HEIGHTS AND NORTHERN STATES POWER
COMPANY d/b/a XCEL ENERGY.**

THIS SOD REPLACEMENT AND SEEDING AGREEMENT (Agreement) is made, entered into and effective this ____ day of _____, 2010, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (City) and Northern States Power Company, a Minnesota corporation, d/b/a Xcel Energy (Xcel Energy). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements, exhibits and recitals of the parties herein contained, the parties do hereby agree as follows:

ARTICLE 1
DEFINITIONS

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

Section 1.2 Agreement. “Agreement” means this Sod Replacement and Seeding Agreement.

Section 1.3 City. “City” means the City of Inver Grove Heights, a Minnesota municipal corporation.

Section 1.4 Construction Contract. “Construction Contract” means the City of Inver Grove contract with the City’s general contractor for the Project improvements including any Construction Contract amendments and/or Construction Contract change orders.

Section 1.5 Project. “Project” means City of Inver Grove Heights Project No. 2010-09D South Grove Restoration Area No. 5.

Section 1.6 Seeding. “Seeding” means the final grading of disturbed areas pursuant to the plans and specifications of the Construction Contract, to include but not limited to, common excavation, subgrade preparation, scarifying, and the placement of topsoil, seed, Terraseed, Flexterra, fertilizer, mulch, stabilization blankets, soil tackifier, and/or hydraulic mix. The material specifications, construction means and methods, maintenance requirements, watering and warranty provisions are more specifically described in the Construction Contract.

Section 1.7 Sod Replacement. “Sod Replacement” means the final grading of disturbed areas pursuant to the plans and specifications of the Construction Contract, to include but not limited to, common excavation, subgrade preparation, scarifying, and the placement of topsoil, fertilizer, and the placement or replacement of sod. The material specifications, construction means and methods, maintenance requirements, watering and warranty are more specifically described in the Construction Contract.

Section 1.8 Utility Company. “Utility Company” means Xcel Energy.

ARTICLE 2
RECITALS

Recital No. 1. The purpose of this Agreement is to define the rights and obligations of the parties in connection with the City's agreement to include Sod Replacement and Seeding specifications within the City's Construction Contract that provides for Sod Replacement and/or Seeding over areas disturbed during the Utility Company's location or relocation of its utilities provided that the Utility Company reimburses the City for its proportionate share of Construction Contract costs for Sod Replacement and/or Seeding of areas disturbed during the Utility Company's location or relocation of its utilities.

Recital No. 2. The City customarily requires its construction contractor to perform final grading, replace top soil, and replace sod and/or seed disturbed areas following construction of City public improvements.

Recital No. 3. Utility companies customarily require their utility location or relocation contractors to perform final grading, replace top soil, and replace sod and/or seed disturbed areas following the relocation of their utilities.

Recital No. 4. The City's sod replacement/seeding and utility companies sod replacement/seeding are often performed pursuant to different contract schedules and pursuant to different contract specifications even though the City's sod replacement/seeding and the utility companies' sod replacement/seeding may occur adjacent to each other at or near the boulevard of street right-of-way.

Recital No. 5. The City and the Utility Company intend to facilitate cost savings and a higher quality joint sod replacement/seeding effort with this Agreement.

ARTICLE 3
AGREEMENTS RELATING CITY SOD REPLACEMENT AND SEEDING

Section 3.1 Sod Replacement and Seeding. The City agrees to include Sod Replacement and/or Seeding specifications in its Construction Contract to provide for the Sod Replacement and/or Seeding requirements generally shown on the Project plan sheets attached hereto as Exhibit A. The City agrees to process any Construction Contract amendments and/or change orders provided that the areas disturbed by either the City during the Project construction and/or by the Utility Company during the associated utility location or relocation exceeds or materially changes from the Sod Replacement and Seeding requirements generally shown on the Project plan sheets attached hereto as Exhibit A. The City agrees to pay its Project contractor pursuant to the Construction Contract unit prices for Sod Replacement and/or Seeding, and/or pursuant to any Construction Contract amendments and/or change orders affecting the Construction Contract unit prices for Sod Replacement and/or Seeding.

Section 3.2 Sod Replacement and Seeding Cost Calculation. The City and Utility Company agree to meet on-site, measure and calculate:

- A. The areas disturbed by the City during the construction of the Project, and
- B. The areas disturbed by the Utility Company during utility location or relocation.

From time to time during construction and upon completion of construction, the parties agree to meet on-site to calculate and/or verify the calculation of their proportionate share of Sod Replacement and/or Seeding Construction Contract costs based on the areas disturbed by City and Utility Company respectively. The Construction Contract costs allocated to the City and allocated to the Utility Company shall use the same Construction Contract unit prices and/or shall be pursuant to Construction Contract amendments and/or Construction Contract change orders. The City may make any and all Construction Contract amendments and/or Construction Contract change orders pursuant to the City's sole discretion, but the City agrees that that the Utility Company shall not be charged higher unit prices than the City pays pursuant to the Construction Contract, pursuant to Construction Contract amendments and/or pursuant to Construction Contract change orders. In the event that the same area is disturbed by the City and by the Utility Company during their respective Project construction and utility location or relocation activities, the City and the Utility Company agree to allocate the Sod Replacement and/or Seeding Construction Contract costs evenly between the City and the Utility Company for said jointly disturbed area(s). If the Utility Company is unable or unavailable to meet on-site to calculate the Utility Company's proportionate share of the Sod Replacement and/or Seeding Construction Contract costs for a Project area or areas, the City agrees, upon request of the Utility Company, to provide the Utility Company with the City's and/or its Project contractor's calculations (and with available Project documents used in the City's and/or the Project contractor's calculations, including any video, photographs or other Project documents memorializing the sod replacement and/or seeding work performed) of Sod Replacement and/or Seeding Construction Contract costs for said Project area or areas.

Section 3.3 Sod Replacement and Seeding Billing of Utility Company by City. The City agrees to bill the Utility Company, on a pass through basis without any administrative markup, for its proportionate share of Sod Replacement and/or Seeding Construction Contract costs calculated pursuant to Article 3, Section 3.2 within 90 days of completion of work by Xcel Energy.

Section 3.4 Sod Replacement and Seeding Warranty. The City agrees that the City will contractually require its Project contractor to warranty the growth of Sod Replacement and/or Seeding for up to one (1) year pursuant to the terms and specification of the City's Construction Contract. The City agrees to use reasonable efforts to enforce the warranty terms and specifications of its Construction Contract. This Agreement, however, shall not impose or require the City to declare a default under the City's Construction Contract. Furthermore, the City shall not be obligated or required to expend pecuniary or other resources to legally pursue a Construction Contract default, nor will the City be obligated or required by this Agreement to pursue remedies under any contract bond or pursuant to other arbitration or litigation remedies. The City's decision to pursue or not to pursue Construction Contract enforcement remedies shall not negate the Utility

Company's agreement to reimburse the City for billed Sod Replacement and/or Seeding Construction Contract costs, nor will the City's decision to pursue or not to pursue Construction Contract enforcement remedies entitle the Utility Company to a refund for any pending or paid Sod Replacement and/or Seeding Construction Contract costs. It is expressly understood by the parties that Utility Company has no responsibility for maintaining or warranting Sod Replacement and/or Seeding. Any refunds or damages paid by Project contractor for Sod Replacement and/or Seeding shall be divided between the parties pursuant to the same proportionate share allocation calculated by City and approved by Utility Company as provided in Section 3.2. City agrees to hold harmless and indemnify Utility Company for all claims arising out of any failure of City's Project contractor to meet the warranty terms and specifications for Sod Replacement and/or Seeding in City's Construction Contract.

Section 3.5 Right-of-Way and Utility Easement Limits. This Agreement shall not obligate or require the City and/or its Project contractor to perform Sod Replacement and/or Seeding within any areas disturbed by the Utility Company outside of public right-of-way, outside of public utility easement areas, and/or outside Utility Company's easement areas.

ARTICLE 4
AGREEMENTS RELATING TO UTILITY COMPANY'S PAYMENT

Section 4.1 Obligation of Utility Company to Reimburse City for Sod Replacement and/or Seeding. The Utility Company agrees to pay invoices sent pursuant to Article 3, Section 3.3 within 60 days of the date of the City's billing statement.

ARTICLE 5
TERMINATION AND SCOPE OF AGREEMENT

Section 5.1 Termination of this Agreement. Any party may terminate this Agreement without cause upon 60 days notice provided to the other parties pursuant to Article 6, Section 6.1. Utility company's contractual obligation to pay the City for Sod Replacement and/or Seeding already performed upon the utility company's behalf pursuant to this Agreement shall survive termination of this Agreement. The City agrees to direct its Project contractor to terminate Sod Replacement and/or Seeding performed on the Utility Company's behalf pursuant to this Agreement as soon as practical following the City's receipt of an Agreement termination notice from the Utility Company pursuant to this Section 5.1.

Section 5.2 Scope of Agreement. This Agreement is intended to provide a contractual mechanism whereby the City can perform Sod Replacement and/or Seeding on behalf of the Utility Company, and whereby the City can equitably bill and be paid by the Utility Company for Project Construction Contract costs that would have been performed and paid for by the Utility Company.

This Agreement is not intended to constitute a right-of-way permit or right-of-way use approval granted by the City pursuant to the City's right-of-way management ordinances.

This Agreement is not intended to alter, amend or change any rights or obligations of the parties pursuant to any franchise agreement(s), and/or pursuant to any applicable Minnesota Statutes, Minnesota Rules, or other local, State or Federal laws.

Furthermore, this Agreement is not intended to grant or convey any license, easement, or other property right between the parties hereto. In the event for the need for right-of-way or other property right acquisition for the City to perform its Project improvements, or in the event for the need for right-of-way or other property right acquisition for the Utility Company to perform its utility location or relocation activities, each party shall be remain obligated and responsible for its respective public activities as if this Agreement did not exist.

ARTICLE 6 **MISCELLANEOUS**

Section 6.1 Notices. All notices or communications required or permitted pursuant to this Agreement shall be either hand delivered, or mailed to the parties, certified mail, return-receipt requested, at the following addresses:

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

Xcel Energy: Xcel Energy
Attn: General Counsel
414 Nicollet Mall
Minneapolis, MN 55401

Any party may change its address or authorized representative by written notice delivered to the other party pursuant to this Section 6.1.

Section 6.2 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.

Section 6.3 Non-Assignability. Neither of the parties shall assign any interest in this Agreement nor shall transfer any interest in the same, whether by subcontract, assignment, or novation, without the prior written consent of the other party. Such consent shall not be unreasonably withheld.

Section 6.4 Alteration. Any alteration, variation, modification, or waiver of the provisions of the Agreement shall be valid only after it has been reduced to writing and duly signed by all parties.

Section 6.5 Waiver. The waiver of any of the rights and/or remedies arising under the terms of this Agreement on any one occasion by any party hereto shall not constitute a waiver of any rights and/or remedies in respect to any subsequent breach or default of the terms of this Agreement. The rights and remedies provided or referred to under the terms of this Agreement are cumulative and not mutually exclusive.

Section 6.6 Severability. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of this Agreement.

Section 6.7 Interpretation According to Minnesota Law. This Agreement shall be interpreted and construed according to the laws of the State of Minnesota.

Section 6.8 Entire Agreement. This Agreement shall constitute the entire agreement between the parties and shall supersede all prior oral or written negotiations.

Section 6.9 Headings. The headings to the various sections of this Agreement are inserted only for convenience of reference and are not intended, nor shall they be construed, to modify, define, limit, or expand the intent of the parties as expressed in this Agreement.

Section 6.10 Parties in Interest. This Agreement shall be binding upon and inure solely to the benefit of the parties hereto and their permitted assigns, and nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies of any nature under or by reason of this Agreement.

The balance of this page is intentionally left blank.

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

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 _____, 2010, 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

PROJECT DOCUMENTS GENERALLY SHOWING
PROJECT SOD REPLACEMENT AND SEEDING REQUIREMENTS

1. February 22, 2010, Specification Manual for 2010-09D South Grove Street Reconstruction Area 5 (on file with the City).
2. February 22, 2010, Plans for 2010-09D South Grove Street Reconstruction Area 5 (on file with the City).

2644321v2

RESOLUTION NO. _____

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

**RESOLUTION APPROVING SOD REPLACEMENT AND SEEDING
AGREEMENT WITH NSP/XCEL ENERGY
FOR PROJECT 2010-09D – SOUTH GROVE URBAN STREET
RECONSTRUCTION AREA 5**

WHEREAS, during the 2010 construction season, the City will be constructing Project 2010-09D, South Grove Urban Street Reconstruction Area 5 (the Project). In order to construct the Project, street boulevards will be disturbed by the City's construction activities and by utility company relocations within the boulevard.

WHEREAS, the City and NSP/Xcel Energy desire to work together to restore the disturbed boulevards for Project 2010-09D in an effort to avoid the unintended consequences of side-by-side seeding and sod replacement. Previous projects have sometimes resulted in uncoordinated efforts to seed and sod disturbed boulevards at different times, using different seed mixtures, and/or using different sod suppliers thereby resulting in conflicting boulevard restoration efforts. The second contracting entity can cause damage to the previous boulevard restoration work and the adjacent property owner may be left with two types of sod species or seed mixtures to restore a single disturbed boulevard.

WHEREAS, the attached Sod Replacement and Seeding Agreement is a contractual mechanism for the City and NSP/Xcel Energy to coordinate their single project boulevard restoration efforts and equitably allocate seeding and sod replacement costs between the parties.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Inver Grove Heights, Minnesota, as follows:

- 1.)** The City Council approves the attached Sod Replacement and Seeding Agreement for 2010-09D, South Grove Urban Street Reconstruction Area 5.
- 2.)** The Mayor and Deputy Clerk are authorized to execute the attached Sod Replacement and Seeding Agreement for 2010-09D, South Grove Urban Street Reconstruction Area 5.

RESOLUTION NO. _____
PAGE TWO

Adopted by the City Council of the City of Inver Grove Heights this 23rd day of August
2010.

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Request authorization to enter into an Agreement with L'Allier Concrete, Inc. to construct pedestrian curb ramps on the east side of Cahill Avenue at 81st Street.

Meeting Date: August 23, 2010
 Item Type: Consent
 Contact: Thomas J. Kaldunski, 651.450.2572
 Prepared by: Thomas J. Kaldunski, City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director

TJK

SJK

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: Escrow Funds

REQUESTED ACTION

Request authorization to enter into an Agreement with L'Allier Concrete, Inc. to construct pedestrian curb ramps on the east side of Cahill Avenue at 81st Street.

BACKGROUND

The City had a safety/traffic study done in the area of Simley High School. As a result of that study it was suggested the pedestrian crossings at Cahill Ave. and 81st Street be realigned and the existing pedestrian curb ramps be updated to City standards. The school is relocating a retaining wall, widening the sidewalk along the south side of their entrance driveway and updating the pedestrian curb ramps on the west side of Cahill Ave. at 81st Street. L'allier concrete is performing the concrete work for the School. The City solicited a quote from L'allier Concrete to perform the work on the east side of Cahill Avenue, the quotes are reasonable and within our engineers estimate.

The quotes are as follows:

NE quadrant	\$1,975.00
SE quadrant	\$2,950.00
Bond fee	<u>\$ 100.00</u>
	\$5,025.00

The SE quadrant bid includes adjustment to an existing storm sewer manhole. See attached quotes.

It is recommended that the Council authorize the work for the quotes received from L'allier Concrete for \$5,025.00 to construct pedestrian curb ramps on the east side of Cahill Avenue at 81st Street. This work should be funded through Street Maintenance and Repair Fund (101-5200-443.40-46)

TJK/me
 Attachments: Quotes

L'Allier Concrete, Inc.

L'Allier Concrete, Inc.
 13419 Fenway Blvd N #105
 Hugo, MN 55038-7466

Estimate

Date	Estimate #
8/11/2010	2622 A

Name / Address
City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077

Item	Description	Cost	Qty	Total
Concrete	City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077 (South Entrance Sidewalk) Removal of existing concrete Installation of new broom finish concrete to match south entrance sidewalk (Approximately 8 Feet) Includes metal truncated dome (2 feet by 4 feet) If a Performance Bond or License & Permit Bond is requested, that cost will be added to this estimate.	1,975.00		1,975.00
Phone #	Fax #	E-mail		Total \$1,975.00
651-426-0377	651-429-2408	lallierconcrete@earthlink.net		

L'Allier Concrete, Inc.

L'Allier Concrete, Inc.
13419 Fenway Blvd N #105
Hugo, MN 55038-7466

Estimate

Date	Estimate #
8/3/2010	2620 A

Name / Address
Inver Grove Heights School Attn: Kevin McNamara 2990 80th Street East Inver Grove Heights, MN

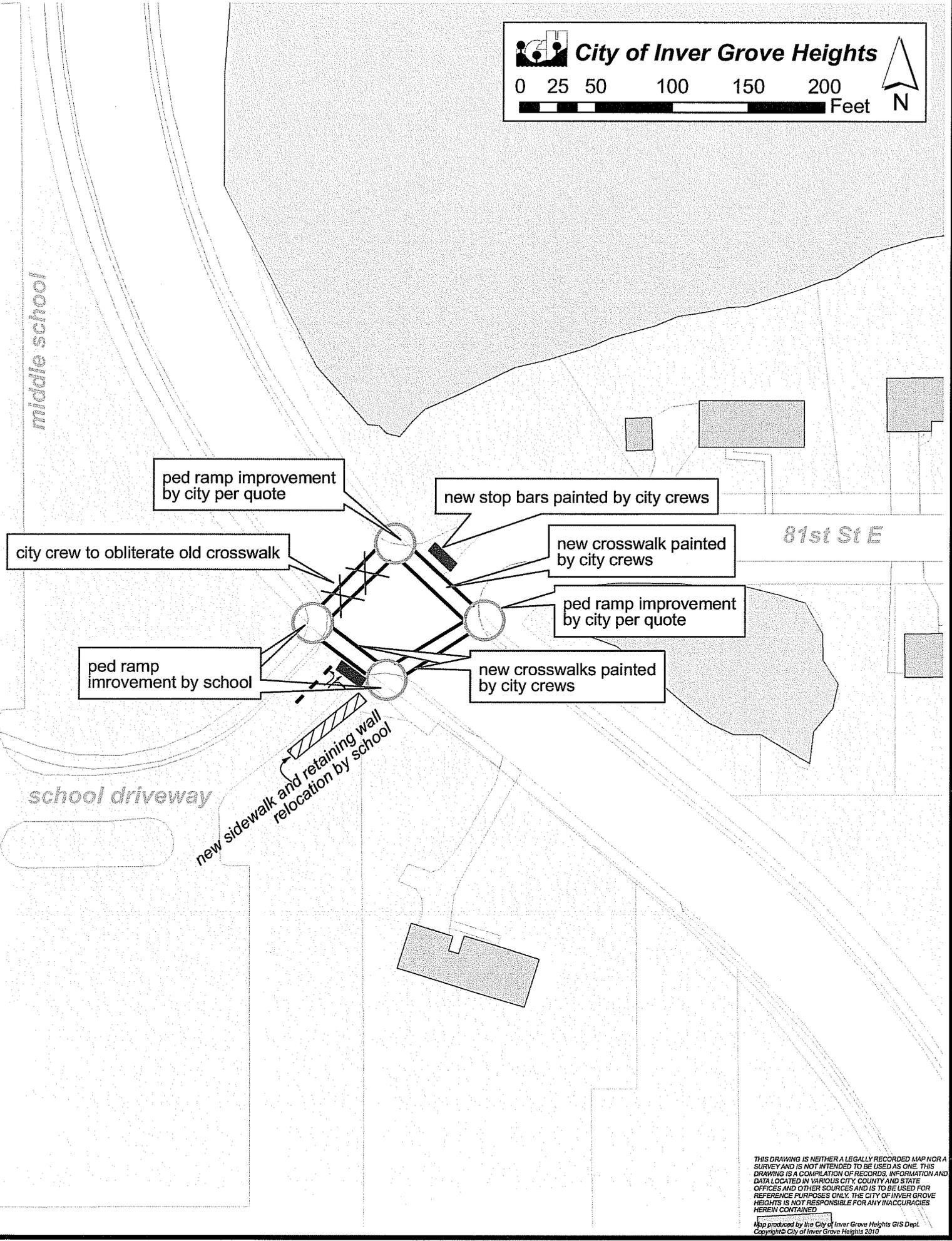
Item	Description	Cost	Qty	Total
Installation	Installation of new sidewalk on East side of street New truncated dome, remove existing man hole cover and remove one ring. Install new sidewalk to match West side and existing walk.	2,950.00		2,950.00

Phone #	Fax #	E-mail	Total	\$2,950.00
651-426-0377	651-429-2408	lallierconcrete@earthlink.net		



City of Inver Grove Heights

0 25 50 100 150 200 Feet

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

Map produced by the City of Inver Grove Heights GIS Dept.
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CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider a Resolution Receiving Feasibility Report, Scheduling Public Hearing, Authorizing Preparation of Plans and Specifications for City Project No. 2010-21 – Boyd Avenue Street Lighting

Meeting Date: August 23, 2010
 Item Type: Consent
 Contact: Thomas J. Kaldunski, 651-450-2572
 Prepared by: Thomas J. Kaldunski, City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director
SAT

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, City Street Lighting Budget

PURPOSE/ACTION REQUESTED

Consider a resolution receiving Feasibility Report, scheduling Public Hearing, authorizing preparation of plans and specifications for City Project No. 2010-21 – Boyd Avenue Street Lighting.

SUMMARY

The project was initiated by a petition received from the Boyd Avenue neighborhood between 80th Street and 79th Street. The City Council received the petition for this improvement at its June 14, 2010 Council meeting. The City Council ordered preparation of a Feasibility Report. 14 of 24 (58%) residents in the neighborhood signed the petition (see map). The residents have requested 4 street lights be installed, one at Boyd Avenue E. and 79th Street E., one at Boyd Avenue E. and Upper 79th Court E., and two by the existing crosswalks at Boyd Avenue E. and 80th Street E. The petition is seeking the street lights for pedestrian traffic going to schools in the area.

A copy of the Feasibility Report is attached. The City has received a proposal from Xcel Energy to install 4 – 100W cobra cut-off fixtures on 30 foot direct buried fiber glass poles. Installation of wiring will be done by directional boring.

The total estimated project cost is approximately \$12,250 for the 4 street lights including construction costs, engineering and administrative costs. Funding sources include 100% special assessments for area benefit lights at 79th Street East and Upper 79th Court East, City funding will cover the costs associated with safety and thoroughfare lighting at 80th Street, and a quarterly service rate for the electric power usage to the benefit area

I recommend approval of the resolution receiving the Feasibility Report, scheduling public hearing, approving the plans for City Project No. 2010-21 – Boyd Avenue Street Lighting in the vicinity of 79th and 80th Streets.

TJK/kf

- Attachments: Petition
- Feasibility Report
- Resolution

Scott Thurren
Public Works Director
City Inver Grove Heights
Minnesota 55076

Scott:

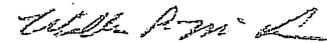
Inclosed is a petition for local improvement for street lighting on the corners of Boyd Ave. and Upper 79ct. And Boyd Ave. and 79th St. E

The petition has the signatures of 14 area residents. If you require more signatures I can attain them. This area has been without a street light for the last two years when Xcel Energy removed the light at the corner of Boyd Ave. and Upper 79th CT. When it quit working. The area residents feel that the students walking too Simley High School and the Inver Grove Heights Middle School need this extra protection as they walk in the street in the early morning hours and evening hours after activities. Boyd Ave. is a high Traffic Street and safety for all pedestrians is our top concern.

The pedestrian crossing on the corner of 80th Street and Boyd Ave is also a concern of the residents, we would like to see the crosswalk moved to the east of the intersection so that it is under the street lights, or if that is not possible streets lighting should be installed over the extsisting cross walk on the west side of the intersection.

Scott, please feel free to contact me if you have any questions my cell-phone number is 651-325-5601

Thank you, William Mclean



PETITION FOR LOCAL IMPROVEMENT

CITY OF INVER GROVE HEIGHTS DAKOTA COUNTY, MINNESOTA

We, the undersigned, owners of not less than thirty-five (35) percent in frontage of real property abutting an existing or proposed street, hereby petition for that existing or proposed street, pursuant to Minnesota Statutes, Chapter 429, be improved by the improvement(s) checked below, to wit:

- Bituminous Surfacing
- Grading
- Concrete Surfacing
- Installation of Curbs and Gutters
- Construction of Water Mains and Necessary Appurtenances therein
- Construction of Storm Sewer and Necessary Appurtenances therein
- Construction of Sanitary Sewer and Necessary Appurtenances therein
- Construction of Sidewalks Therealong
- Installation of Street Lighting Therealong
- Other (Specify): _____

DESCRIPTION OF STREET OR WORK AREA:

Boyd Ave E. and upper 79th ct. E Street Light
Boyd Ave E. and 79th st. E Street Light

Owner Signature

1. Sandra M Lea
Name
7935 Boyd Avenue E.
Address
2. WESLEY GIBSON
Name
2860 UPPER 79TH CT. E.
Address
3. Paul & Marie Tuschy
Name
2865 Upper 79th Ct. E
Address
4. Pam Moellenhoff
Name
2875 Upper 79th Ct. E
Address
5. Don Orm
Name
2885 Upper 79th Ct. E.
Address
6. David m Taack
Name
2895 Upper 79th Ct. E
Address

P.I.D. or Property Description

Frontage

- | 20- <u>64500-091-03</u>
P.I.D. No. | _____ | Feet |
|---------------------------------------|-------|------|
| Property Description _____ | | |
| 20- <u>64501-080-01</u>
P.I.D. No. | _____ | Feet |
| Property Description _____ | | |
| 20- <u>64501-010-01</u>
P.I.D. No. | _____ | Feet |
| Property Description _____ | | |
| 20- <u>64501-020-01</u>
P.I.D. No. | _____ | Feet |
| Property Description _____ | | |
| 20- <u>64501-030-01</u>
P.I.D. No. | _____ | Feet |
| Property Description _____ | | |
| 20- <u>64501-040-01</u>
P.I.D. No. | _____ | Feet |
| Property Description _____ | | |

1. 2770 79th St. E.
Name
Stephen + Bridget Howe
Address
8. 7890 Boyd Ave E. 55076
Name
Fred A Bellin
Address
9. 7885 Boyd Ave E.
Name
Palumbo Nancy
Address
10. 7917 Boyd Ave E 55076
Name
Don Danner + Liz
Address
11. 7880 Boyd Ave 55076
Name
John + Donna Patterson
Address
12. 7900 BOYD AVE IGH 55076
Name
MIVE + Leri Stuber
Address
13. 2870 Upper 79th St E 55076
Name
Bill Illetschko
Address
14. 2880 upper 79th St. EAST.
Name
Address
15. _____
Name
Address
16. _____
Name
Address
17. _____
Name
Address
18. _____
Name
Address
19. _____
Name
Address

- P.I.D. No. _____
Property Description
20- 64500-120-02 _____ Feet
P.I.D. No.
- P.I.D. No. _____
Property Description
20- 64500-111-01 _____ Feet
P.I.D. No.
- P.I.D. No. _____
Property Description
20- 64500-030-03 _____ Feet
P.I.D. No.
- P.I.D. No. _____
Property Description
20- 64500-110-02 _____ Feet
P.I.D. No.
- P.I.D. No. _____
Property Description
20- 00900-010-78 _____ Feet
P.I.D. No.
- P.I.D. No. _____
Property Description
20- 64501-070-01 _____ Feet
P.I.D. No.
- P.I.D. No. _____
Property Description
20- 64501-060-01 _____ Feet
P.I.D. No.
- P.I.D. No. _____
Property Description
_____ Feet

FEASIBILITY REPORT
2010 IMPROVEMENT PROGRAM
CITY OF INVER GROVE HEIGHTS, MINNESOTA

CITY PROJECT NO. 2010-21
BOYD AVENUE STREET LIGHTING

LOCATION: Refer to Exhibit 1 for the project location
Area: Boyd Avenue from 79th Street East to 80th Street East

IMPROVEMENT: Installation of 4 – 100 watt cobra cutoff fixtures on 30 foot fiber glass poles and the installation of wiring by directional boring. Area benefit lights will be installed on Boyd Avenue at 79th Street East and 79th Court East. Safety and thoroughfare lights will be installed at Boyd Avenue and 80th Street East.

INITIATION: Petition by 58% of the neighborhood residents
Refer to Petition Map

PARCELS AFFECTED: 24 single-family parcels (Exhibit 1)

ISSUES: This project was petitioned by property owners in the vicinity of Boyd Avenue and 79th Street E. to install street lights within their development. The petition represents 58% of the property owners in the neighborhood. The petitioners expressed concerns regarding pedestrian traffic along Boyd Avenue. This route is used by pedestrians going to nearby schools. The lights on 80th Street are considered safety and thoroughfare lights which would be funded by the City per policy. The other lights provide an area benefit to the neighborhood and will be 100% assessed.

RIGHT-OF-WAY: All work will be performed within existing ROW or easements

FEASIBILITY: The project is technically feasible, necessary, and cost effective.

EASEMENTS: Additional easement(s) will not be necessary

COMPLETION: 2010 construction season, weather permitting

SCHEDULE: Council receives feasibility report, authorizes preparation of plans
specifications and orders public improvement hearing..... August 23, 2010
Information meeting September 15, 2010
Public improvement hearing and Council orders public
improvement project, approves plans and
specifications and authorizes advertisement for bid September 27, 2010

FINANCING:

<u>Estimated Costs</u>	
Construction	\$11,190.00
Engineering	560.00
Administration	<u>504.00</u>
	\$12,254.00

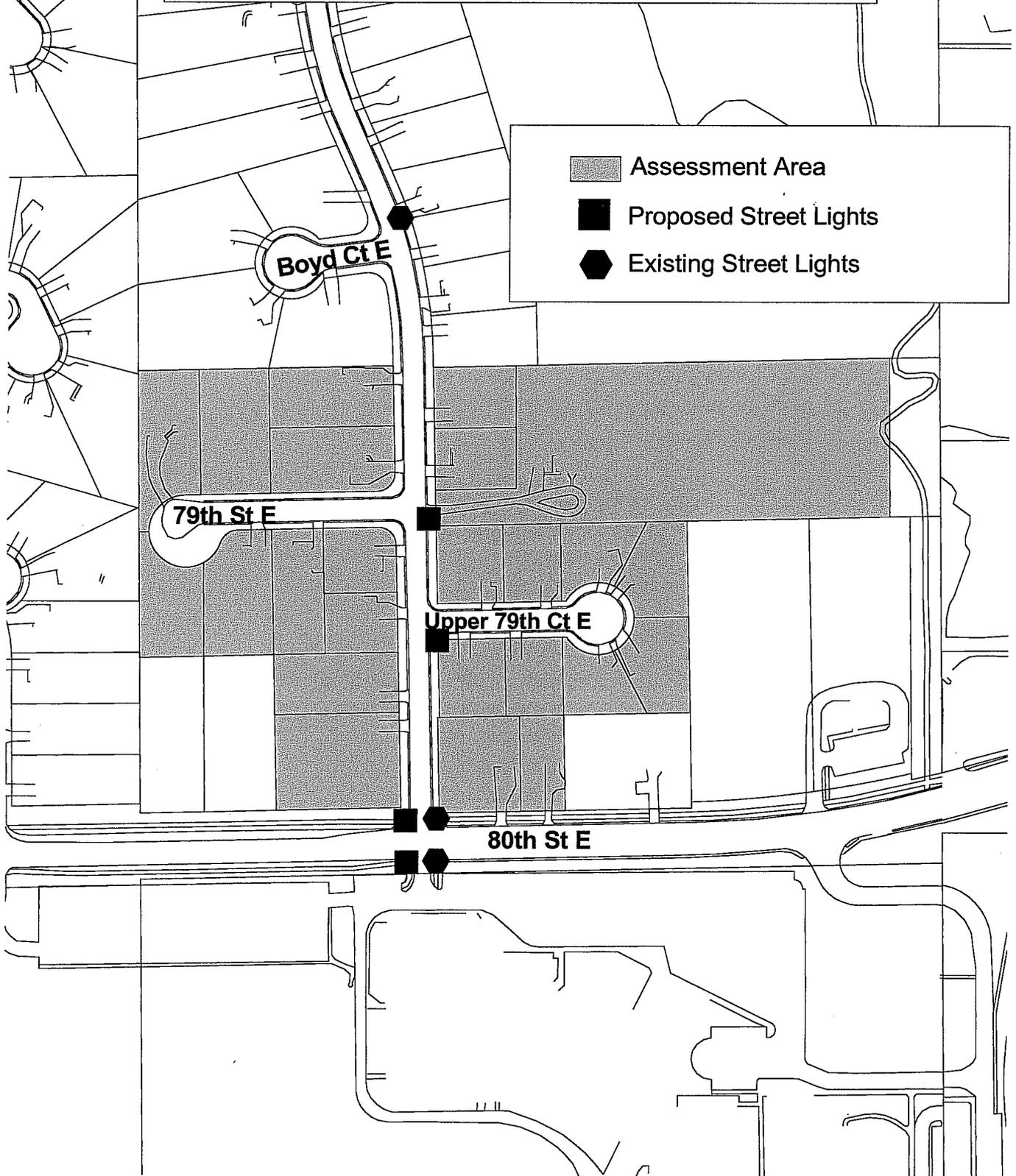
\$6,127.00 AREA BENEFIT LIGHTING COST
\$6,127.00 SAFETY AND THOROUGHFARE LIGHTING COST

FUNDING SOURCES: 50% split between assessments and City funding
50% assessed
24 single-family parcels at \$255.29 per parcel
(Table 1 – Preliminary Assessment Roll)
50% costs covered by City (City Maintenance Fund)
\$6,127.00

Exhibit 1

Street Light Improvements - Boyd Avenue (from 80th St E to 79th St E)

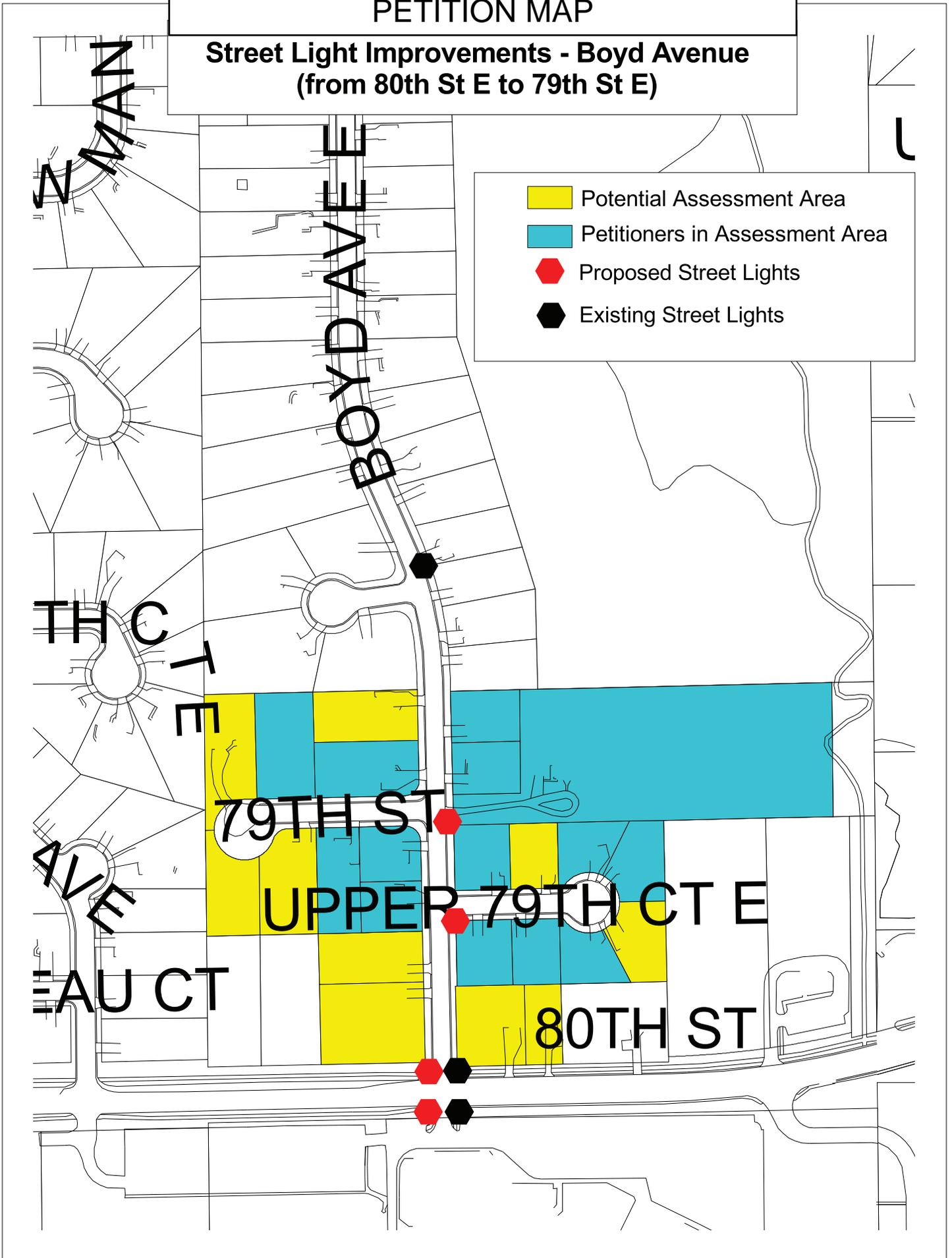
- Assessment Area
- Proposed Street Lights
- Existing Street Lights



PETITION MAP

Street Light Improvements - Boyd Avenue (from 80th St E to 79th St E)

-  Potential Assessment Area
-  Petitioners in Assessment Area
-  Proposed Street Lights
-  Existing Street Lights



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

**RESOLUTION RECEIVING FEASIBILITY REPORT, SCHEDULING PUBLIC HEARING,
AUTHORIZING PREPARATION OF PLANS AND SPECIFICATIONS FOR CITY PROJECT NO.
2010-21 – BOYD AVENUE STREET LIGHTING**

RESOLUTION NO. _____

WHEREAS, a feasibility report has been prepared by the Public Works Director with reference to the petitioned improvement for the following project:

<u>Project No.</u> 2010-21	<u>Boyd Avenue Street Lighting Improvements</u> Installation of 4 street lights: 1 street light at Boyd Avenue E. and 78th Street E. 1 street light at Boyd Avenue E. and Upper 79th Court E. 2 street lights by the existing crosswalks at Boyd Avenue E. and 80th St. E.
--------------------------------------	---

WHEREAS, City Project No. 2010-21 is technically feasible, necessary, and cost effective; and

WHEREAS, two streets lights by the existing crosswalks at Boyd Avenue E. and 80th Street E. have been determined to be safety and thoroughfare lighting and will be funded from the City Street Lighting Budget.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, MINNESOTA: Said report is hereby received by the City Council of the City of Inver Grove Heights on August 23, 2010.

1. The City Council will consider City Project No. 2010-21 – Boyd Avenue Street Lighting in accordance with the report and assess, or tax, the abutting properties for all or a portion of the cost of the improvements, pursuant to Chapter 429 of the Minnesota Statutes at an estimated cost of \$12,254.00.
2. A public hearing will be held on City Project No. 2010-21 at 7:30 p.m. on Monday, September 27, 2010 in the City Council Chambers at 8150 Barbara Avenue and the City Clerk shall give mailed and published notice of such hearing and improvements as required by law.
3. Staff is authorized to prepare final plans and specifications for City Project No. 2010-21 – Boyd Avenue Street Lighting.

Adopted by the City Council of Inver Grove Heights this 23rd day of August 2010.

AYES:
NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Lease Agreement with the Inver Grove Heights Youth Hockey Association for the Operations of the VMCC Concession Stand for the 2010-11 Season

Meeting Date: August 23, 2010
Item Type: Consent Agenda
Contact: Michael Sheggeby 651.450.2514
Prepared by: Michael Sheggeby
Reviewed by: Eric Carlson – Parks & Recreation

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

Authorize execution of the attached agreement between the City of Inver Grove Heights and the Inver Grove Youth Hockey Association (IGHHA) to operate the concession stand located in the VMCC.

SUMMARY

It is recommended that the IGHHA operate the VMCC concession stand under the terms of the attached agreement. Highlights of the terms include:

- IGHHA takes on all responsibilities of administering the concession operation
- IGHHA staffs the concessions stand
- IGHHA orders and pays for all supplies
- IGHHA responsible for repairs of equipment with the exception of the mechanical, HVAC, plumbing, and electrical systems
- IGHHA will pay the City \$800 per month and 12% of gross revenues (November-March)
- The length of the agreement is from October 1, 2010 – April 30, 2011

Allowing the IGHHA to operate the concession stand provides an opportunity for the association to earn some revenue that will help the IGHHA to make hockey a little more affordable for people in the community. It is in the city's best interest to have the IGHHA continue to be a viable association for the long term success of the VMCC.

**INVER GROVE HEIGHTS
VETERANS MEMORIAL COMMUNITY CENTER CONCESSION
INDEPENDENT CONTRACTOR AGREEMENT**

THIS INDEPENDENT CONTRACTOR AGREEMENT is made by and between the **City of Inver Grove Heights**, a Minnesota municipal corporation (the "City") and Inver Grove Heights Youth Hockey Association (IGHHA), a Minnesota non-profit corporation (the "Contractor") (City and Contractor sometimes mutually referred to herein as the "Parties").

RECITALS

WHEREAS, City owns and operates an ice arena which contains a concession stand located at 8055 Barbara Ave, Inver Grove Heights, Minnesota 55077 (the "Ice Arena Concession Stand"); and

WHEREAS, Contractor, Inver Grove Heights Youth Hockey Association (IGHHA) is a non-profit corporation who will manage and operate a concession operation located in the Ice Arena; and

WHEREAS, City desires to engage the services of Contractor to provide certain operation and management functions regarding the Ice Arena Concession Stand pursuant to the terms and conditions of this Agreement; and

WHEREAS, Contractor is willing to provide these services of operating and managing the Ice Arena Concession Stand as an independent contractor pursuant to the terms and conditions of this Agreement; and

WHEREAS, Contractor's services will eliminate the need for any City staff to operate or manage the Ice Arena Concession Stand.

NOW, THEREFORE, in consideration of the undertakings, promises, respective covenants and commitments contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**ARTICLE 1.
Scope of Work**

1.1. The Work to be performed by Contractor regarding the Ice Arena Concession Stand shall be comprised of the following tasks:

- a.** Contractor shall provide sufficient, trained personnel necessary to sell to the general public various concession merchandise from the Ice Arena Concession Stand at all times mutually acceptable to City and Contractor;

b. Personnel provided by Contractor shall serve on a volunteer basis without expectation of pay from either City or Contractor and shall be identified herein as "Personnel";

c. Contractor and City shall periodically and mutually prepare a schedule of events and dates at which Contractor will employ Personnel to operate the Ice Arena Concession Stand. This schedule will include all gate events and may be changed only by the written agreement of both Parties;

d. Contractor agrees to maintain the Ice Arena Concession Stand in a clean and orderly condition during operation and at the end of each event at which the Ice Arena Concession Stand is open for business;

e. Contractor agrees to comply with any requests by the City to exclude from events any Personnel deemed unsuitable by the City;

f. Contractor agrees all Personnel working at the Ice Arena Concession Stand will be sixteen (16) years of age or older.

ARTICLE 2.

Performance of Work

2.1. Contractor shall operate and manage the Ice Arena Concession Stand pursuant to the schedule of events and dates mutually agreed to by Contractor and City.

2.2. If Contractor fails or neglects to proceed diligently, timely, or competently with the Work and in a professional manner, City may terminate this Agreement.

ARTICLE 3.

Term

3.1. The term of this Agreement shall be renewable and shall be effective on October 1, 2010 and terminate on April 30, 2011 (the "Term"). At the end of the Term all provisions and conditions of this Agreement, including fees, can be re-negotiated by the Parties.

ARTICLE 4.

Terms of Payment

4.1. During the Term Contractor will pay City a fee to lease the Ice Arena Concession Stand in the amount of four-thousand and 00/100 Dollars (\$4,000.00) annually in equal payments of \$800.00 per month (Nov– March) (the "Fee"). Contractor will be required to pay this Fee monthly regardless of its net profit from sales. In addition, the Contractor will pay a fee

of 12% of all gross sales on a monthly basis during the term of the contract. Monthly payments are due on the 10th of the month following (i.e. January's payment is due February 10th, February's payment is due March 10th, and March payment is due April 10th). Contractor will only be entitled to revenue from concession sales above and beyond the Fee.

Month	Fixed Rate	% of Gross to VMCC
October	\$0	0%
November	\$800	12%
December	\$800	12%
January	\$800	12%
February	\$800	12%
March	\$800	12%
April	\$0	0%

4.2. Contractor agrees to provide monthly financial reports in a form acceptable to the City in the City's sole discretion which are due with monthly payment following the reporting month which set forth all income and expenses of operation of the Ice Arena Concession Stand.

ARTICLE 5.

Expenses and Equipment

5.1. Contractor shall be solely responsible for all expenses incurred by performing the Work under this Agreement. This includes but is not limited to permits, license fees, costs of supplies, insurance premiums and compensation, if any, paid to Personnel used by Contractor

5.2. During the Term, all repair and maintenance of any and all equipment not provided by a vendor will be the sole responsibility of Contractor. City will not facilitate repairs to any equipment, including that which may be vendor provided.

ARTICLE 6.

Vendor Contracts

6.1. City has entered into a contract with Coca Cola to provide Coca Cola products. Contractor agrees to accept an assignment of this or any other future vendor contract and assumption of all obligations set forth in a contract. Per the City's contract with a beverage company Contractor agrees it will only sell that company's products from the concession stands.

ARTICLE 7.

Insurance

7.1 The Contractor shall submit to the City a certificate of insurance on a Standard Form C.I.C.C.-701 or an ACORD 25 form, showing the following insurance coverage and listing the City as a loss payee under the policies:

- a. Comprehensive General Liability (CGL): \$1,000,000.00
- b. Workman's Compensation: Statutory Amounts

This certificate must provide for the above coverage's to be in effect on the date of the contract and must provide the insurance coverage will not be canceled or not renewed by the insurance company without 30 days written notice to the City of intent to cancel or intent not to renew. The certificate must further provide that the Contractor's insurance coverage is primary coverage notwithstanding any insurance coverage carried by the City that may apply to Contractor's operation and management of the Inver Grove Heights Ice Arena concession stand. The required CGL coverage amount may be provided by primary coverage or a combination of primary and excess liability coverage.

ARTICLE 8.
Compliance with Labor Laws

8.1. Contractor warrants and represents it will comply with all federal and state child labor laws and all federal and state nondiscrimination and employment laws. Contractor shall indemnify the City and its respective officials and employees and hold them harmless against any and all liability, loss, damages, costs or expenses, including attorney's fees, which City may incur, suffer, or be required to pay in connection with the defense and/or settlement or any action, suit or proceeding based upon general liability, or any other claims brought by any person, entity or organization arising out of any negligent or other wrongful act or omission by Contractor or its Personnel.

ARTICLE 9.
Indemnity

9.1. Contractor assumes full responsibility for its own actions and for any business invitees including but not limited to Personnel and agrees to hold and save City and its respective officials and employees harmless from and against any claim, demand, action or cause of action which may be asserted by any person arising out of any property damage, injury or death suffered by acts, omissions or defaults of any of Contractor's business invitees, including Contractor him/herself, including, but not limited to third party actions for property damage or for injury or death otherwise covered under applicable workmen's compensation laws, regardless of actual or alleged negligence of City.

9.2. Contractor agrees to indemnify and hold City harmless from any and all losses or damage which City may sustain on account of any claim, demand or suit made or brought against City, including reasonable attorneys' fees, resulting from conduct of Contractor.

Contractor further agrees to protect and indemnify City against any loss or damage suffered by anyone arising through negligence of Contractor and to bear any expense which City may have by reason thereof, or on account of being charged therewith, including reasonable attorney's fees.

ARTICLE 10.
Independent Contractor Status

10.1. It is expressly understood and intended by the Parties that Contractor, in performing the Work to be performed pursuant to this Agreement, shall be acting as an independent contractor and not as an employee of City, and that City shall not be obligated to furnish Contractor with anything other than the use of the Ice Arena Concession Stand and equipment for purposes of selling concessions and equipment and shall not be obligated to furnish Consultant with supplies or any customary employee benefits or compensation plans.

10.2. Contractor and City agree to the following rights consistent with an independent contractor relationship:

- a. Contractor has the right to perform the Work for others during the Term of this Agreement;
- b. Contractor has the sole right to control and direct the means, manner and method by which the Work required by this Agreement will be performed except as otherwise provided herein;
- c. City will secure storage area to Contractor to provide the Work required by this Agreement;
- d. Contractor will furnish all products and materials to provide the Work required by this Agreement.
- e. Any relocation of equipment by Contractor must be approved in advance by City;
- f. Contractor has the right to hire Personnel to provide the Work required by this Agreement;
- g. Contractor or Contractor's Personnel shall perform the Work required by this Agreement; City shall not hire, supervise or pay any individuals to assist Contractor;
- h. Neither Contractor nor Contractor's Personnel shall receive any training from City in the skills necessary to perform the Work required by this Agreement;
- i. City shall not require Contractor's Personnel to devote full time to performing the Work required by this Agreement;

j. City-managed vending machines will be operational during hours of operation of the Ice Arena Concession Stand throughout the Term of the Agreement;

k. Any special concessions brought in for any event must be approved in advance by Contractor and City;

l. Any concession products sold in Ice Arena Concession Stand by Contractor must be approved by City in advance of sale;

m. Contractor is responsible for handling and managing all Ice Arena Concessions Stand related monies. Contractor will provide its own bank deposits, change fund and safe or storage of money; and

n. Contractor will be responsible for security of product and monies.

10.3. Business Permits, Certificates, Licenses and Training. Contractor is solely responsible for compliance with all federal, state and local laws requiring business permits, certificates and licenses required to carry out the Work to be performed under this Agreement. Contractor is solely responsible for compliance with all requirements for training of Personnel.

10.4. State and Federal Taxes. Contractor will pay all taxes incurred while performing the Work under this Agreement. Upon demand, Contractor will provide City with proof that such payments have been made. City will not:

a. Withhold FICA from Contractor's payments or make FICA payments on Contractor's behalf;

b. Make State or Federal Unemployment Compensation contributions on Contractor's behalf; or

c. Withhold State or Federal Income Tax from Contractor's payments.

10.5. Fringe Benefits. Contractor understands that neither Contractor nor Contractor's Personnel are eligible to participate in any employee pension, health, vacation pay, sick pay or other fringe benefit plan of City.

ARTICLE 11. **Liability to Third Parties**

11.1. It is agreed that neither of the Parties shall act as the agent of the other party without an express written authorization to act as an agent, and any act by a party as an agent without proper authorization will create a separate liability solely in the party acting as to any and all third parties affected thereby.

11.2. Any contract entered into by a party that is outside the scope of this Agreement will not be binding on the other party, and only the party entering that contract shall be liable thereby to third parties.

ARTICLE 12.
Termination of Agreement

12.1. If Contractor breaches any terms of this Agreement, City may terminate this Agreement by giving Contractor thirty (30) days' written notice of its intent to terminate. The required notice shall be made in accordance with paragraph 13 of this Agreement. If City breaches any terms of this Agreement, Contractor may withdraw from and terminate its participation in this Agreement by providing the City thirty (30) days' written notice of its intention to terminate in accordance with paragraph 13 of this Agreement. In the event Contractor withdraws and terminates its participation in this Agreement, Contractor acknowledges and agrees it will pay the City its fee as provided in paragraph 4.1 of this Agreement for the entire month in which the termination becomes effective. Contractor further acknowledges and agrees it will make no separate claim for payment from the City under this Agreement other than the net profit it is entitled to above the City's Fee as provided by paragraph 4.1 of this Agreement.

12.2. In the event that the both ice sheets (East & West) are closed or no longer operational, the agreement and all future obligations of the Contractor are concurrently terminated.

ARTICLE 13.
Notices

13.1. Any notice, demand or request which either party hereto may desire or may be required to give to the other party shall be in writing. Any such notice shall be sent to the respective party's address as set forth below or to such other party may, by notice in writing, designate as its address. Any such notice shall be deemed received and shall constitute service of notice hereunder three (3) days after the mailing thereof.

If to City:	City of Inver Grove Heights Attn: Michael Sheggeby, Manager 8055 Barbara Ave Inver Grove Heights, MN 55077 Phone: 651.450.2588
-------------	--

If to Contractor: Inver Grove Heights Youth Hockey Association (IGHHA)
Attn: _____ (name)
_____ (address)
_____ (city, state, zip code)
Phone: _____

Any party from time to time, upon at least ten (10) days' written notice thereof, may change its respective address for notice to any other deliverable address within the State of Minnesota.

ARTICLE 14.
General

14.1. Assignment. No assignment of this Agreement or any part thereof or any payment due hereunder will be accepted by City. Contractor shall not sublet the Work, either in whole or in part, without the prior written consent of City. Any subcontract under this Agreement approved by City will be subject to the provisions of the contract documents and this Agreement, but shall create no contractual relationship with City.

14.2. Applicable Law. This Agreement shall be construed in accordance with the laws of the State of Minnesota.

14.3. Entire Agreement. This Agreement does not constitute an offer by City and it shall not be effective until signed by all of the Parties. This Agreement, along with attached Schedules, Exhibits, any Appendix and any documents referred to herein, constitutes the entire agreement between the Parties with respect to the subject matter hereof and merges all prior and contemporaneous communications. This Agreement shall not be modified except by a written agreement signed by the Parties.

14.4. Waiver. Failure at any time to enforce any provisions of this Agreement shall in no way be constituted as a waiver of such provision and shall not affect the right of either party thereafter to enforce each and every provision of the Agreement in accordance with its terms.

14.5. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement.

14.6. No Partnership. This Agreement does not create a partnership relationship between Contractor and City. Contractor does not have authority to enter into contracts on City's behalf.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the 23th day of August 2010.

CITY:

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

By: _____
Melissa Rheaume
Its: Deputy Clerk

CONTRACTOR:

INVER GROVE HEIGHTS YOUTH HOCKEY ASSOCIATION (IGHHA)

By: _____

— Its: _____

By: _____

— Its: _____

Exhibit A Equipment

The City of Inver Grove Heights will maintain the plumbing, electrical and HVAC systems that serve the concession stand and storage area. The City will not be responsible for loss of service or product should one of these systems fail. The City will make reasonable effort to repair a failed system as quickly as possible.

The City of Inver Grove Heights owns and will maintain the following equipment:

- Telephone
- Tables(s)
- Sink(s)
- Storage Rack(s)

The City of Inver Grove Heights will allow the IGHHA to use City owned equipment. All equipment must be returned to the City in same or similar working condition normal wear and tear excepted. The list includes:

- Coffee Machine
- Popcorn machine
- Two door freezer (in cage area)
- Single door freezer
- Hot Dog Roller
- Warmer unit
- Single door fridge
- Ice machine

The following equipment is borrowed/leased from a vendor. The IGHHA can choose to continue to use the vendor that supplies the equipment or they can seek their own vendor at their discretion (exception is Coke products):

Coke:

- 2 door display cooler
- 1 door display cooler
- Fountain machine

1st Line Group:

- Slushie Machine

Al's Coffee:

- Hot Chocolate/Cap. Machine

Vistar:

- 2-microwaves
- Cheese machine

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Approve Contract with Braun Intertec for Response Action Plan Preparation of the Rock Island Swing Bridge Site

Meeting Date: August 23, 2010
Item Type: Consent Agenda
Contact: Eric Carlson – 651.450.2587
Prepared by: Eric Carlson
Reviewed by: Eric Carlson – Parks & Recreation

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

Accept proposal from Braun Intertec for an estimated fee of \$4,800 to assist the city in preparation of a response action plan and enrollment in the MPCA Voluntary Investigation and Cleanup (VIC) Program on the Rock Island Swing Bridge property site. Funding is recommended from the Park Acquisition and Development Fund (Fund 402).

SUMMARY

In October 2009, Braun Intertec completed a Phase I environmental examination of the Rock Island Swing Bridge property. Based on the results of the Phase I, the City hired Braun Intertec in March 2010 to perform a Phase II study of the property.

The phase II analysis concluded:

- No VOCs were detected above laboratory reporting limits.
- Several PAHs were detected above the laboratory reporting limits but were below the established Recreational and Industrial SRVs and SLVs.
- Several metals were detected above the laboratory reporting limits but were below the SRVs and SLVs with the exception of arsenic and chromium.
- DRO was detected in seven of the twelve soil samples

Braun proposes to assist the City in obtaining appropriate assurances from the MPCA and in enrolling the site into the MPCA VIC program. Braun will prepare a response action plan along with preliminary cost estimates to remediate the site.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Approve Contractors for Energy Improvement Projects at the VMCC/Grove

Meeting Date: August 23, 2010
 Item Type: Consent
 Contact: Michael Sheggeby 651.450.2514
 Prepared by: Michael Sheggeby
 Reviewed by: Eric Carlson – Parks & Recreation

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

PURPOSE/ACTION REQUESTED

Accept proposal for Light Retrofit Project (VMCC), base bid and add alt. 1 from Premier Electrical Corporation in the amount of \$83,575 + tax.

Accept proposal for Light Retrofit Project (Grove), bid from Total Construction in the amount of \$53,700 + tax.

Accept proposal for Energy Management Project from NAC Mechanical & Electrical Services in the amount of \$29,740 + tax.

Accept proposal for Variable Frequency Drives Project from Total Construction in the amount of \$27,300 + tax.

Accept proposal from McKinstry to assist with project reporting requirements with an initial setup fee of \$900 and quarterly reporting of \$360 (Total Project). Not to exceed \$2,700.

SUMMARY

The City was awarded an Energy Efficiency and Conservation Block Grant which will cover 39% (maximum award of \$99,450) of the total project. The City will be responsible for the remaining 61% of the project cost. There is an estimated \$50,000 in utility rebates and through annual utility savings the total project is estimated to have under a five year payback. These projects would be funded from the City's Capital Facilities Fund.

Updated Project Information:

Projects	Original Estimate	Project Bids (w/o tax)	Estimated Annual Savings
Lighting Retrofits (VMCC)	\$75,000	\$83,575	\$15,000
Lighting Retrofits (Grove)	\$50,000	\$53,700	\$10,000
Energy Management System (EMS)	\$80,000	\$29,740	\$9,500
Variable Frequency Drives (VFD)	\$50,000	\$27,300	\$18,000
Totals	\$255,000	\$194,315	\$52,500

Total Project	\$255,000	\$194,315.00
Grant Funds	\$99,450	\$75,782.85
Remaining Project to Fund	\$155,550	\$118,532.15
Estimate Rebates	\$50,000	\$50,000.00
City to Finance	\$105,550	\$68,532.15
Estimated Payback on City's Investment	2.00	1.31

Lighting Retrofit Project (VMCC):

	Base Bid	Add Alt. 1	Add Alt. 2	Total (Base + Alt.1)
Premier Electrical	\$75,986	\$7,589	\$7,589	\$83,575
Total Construction	\$83,700	\$11,700	\$11,700	\$95,400
NAC	\$83,900	\$18,990	\$18,990	\$102,890

Note: Proposal from North American Energy Group was received after the 12:00pm deadline on Friday August 13, 2010.

Staff recommends accepting the proposal from Premier Electrical Corporation in the amount of \$83,575 + tax.

Lighting Retrofit Project (Grove):

	Bid
Total Construction	\$53,700
NAC	\$57,113
Premier Electrical	\$61,696

Note: Proposal from North American Energy Group was received after 12:00pm deadline on Friday August 13, 2010.

Staff recommends accepting the proposal from Total Construction in the amount of \$53,700 + tax.

Energy Management Project Proposals:

	Bid
NAC	\$29,740
Johnson Controls	\$34,475

Staff recommends accepting the proposal from NAC Mechanical & Electrical Services in the amount of \$29,740 + tax.

Note: In 2008 as part of the Phase II Refrigeration project the city rejected Energy Management Controls because the cost was \$90,000. This item will finish that portion of the project.

Variable Frequency Drives Project Proposals:

	Bid
Total Construction	\$27,300
NAC	\$27,524
Johnson Controls	\$37,474

Staff recommends accepting the proposal from Total Construction in the amount of \$27,300 + tax.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Approve Contractor for the Replacement of the Splash Pool Heat Exchanger

Meeting Date: August 23, 2010
 Item Type: Consent Agenda
 Contact: Michael Sheggeby 651.450.2514
 Prepared by: Michael Sheggeby
 Reviewed by: Eric Carlson – Parks & Recreation

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

PURPOSE/ACTION REQUESTED

Accept proposal for Splash Pool Heat Exchanger replacement from NAC Mechanical & Electrical Services in the amount of \$49,833.17 + tax. Funding is recommended from the City's Capital Facilities Fund in the amount of \$25,500 and the Host Community Fund in the amount not to exceed \$28,000.

SUMMARY

The heat exchanger that serves the Splash pool has failed and is leaking water from the hot water boiler loop into the pool water. There is also a hole that has developed in the cast iron that is leaking water out of the heat exchanger. Proposals were received for identical replacement of the heat exchanger which has nickel tubes and a cast iron head.

	Bid
NAC	\$49,833.17 + tax
Johnson Controls	\$57,572.00 + tax

Staff recommends accepting the proposal from NAC Mechanical & Electrical Services in the amount of \$49,833.17 + tax.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Resolution Making an Election Not to Waive the Statutory Tort Limits for Liability Insurance Purposes

Meeting Date: August 23, 2010
 Item Type: Consent Agenda
 Contact: Ann Lanoue 651.450.2517
 Prepared by: Ann Lanoue, 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 To approve Resolution Making an Election Not to Waive the Statutory Tort Limit for Liability Insurance Purposes.

SUMMARY The City procures its liability insurance from the League of Minnesota Cities Insurance Trust (LMCIT). The LMCIT is now requiring a resolution be adopted annually by the City Council making an election to waive or not waive the statutory tort limit. The City has never waived the tort limit. This resolution merely confirms current practice for the City and is in conformance with the majority of Minnesota cities.

Minnesota Statutes 466.04 currently sets the maximum liability limits for cities at \$400,000 per claimant and \$1,200,000 per occurrence. The City’s current insurance policies provide coverage up to the tort liability limits as provided by Minnesota Statutes. The LMCIT does allow cities to waive those limits if they so choose. Because there is this choice the LMCIT requires cities to make their election with regards to waiving or not waiving its tort liability as established by Minnesota Statutes 466.03 by resolution.

If the City were to waive the tort limit, the City’s exposure would be greater. Because of the increased exposure, the City’s liability insurance premium would also be greater. In addition these limits have been tested and upheld by the courts several times in Minnesota. If the City were to waive the tort limits we would need to purchase excess liability coverage. This does not protect the City any better. The benefit is the injured party. If the City waives the statutory limit, an individual claimant could recover up to \$1,200,000 in damages on a claim. The individual would still have to prove to the court or jury that he/she really has that amount of damages. Also, the statutory limit of \$1,200,000 per occurrence would still apply; that would limit the individual’s recovery to a lesser amount if there were multiple claimants.

I recommend that the Council adopt the attached Resolution Making an Election Not to Waive the Statutory Tort Limit for Liability Insurance Purposes.

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

RESOLUTION NO. _____

**RESOLUTION MAKING AN ELECTION NOT TO WAIVE THE STATUTORY TORT LIMITS
FOR LIABILITY INSURANCE PURPOSES**

WHEREAS, Minnesota Statutes Chapter 466 deals with tort liability for cities; and

WHEREAS, Minnesota Statutes 466.04 currently sets the maximum liability limits for cities at \$400,000 per claimant and \$1,200,000 per occurrence; and

WHEREAS, the City procures its insurance from the League of Minnesota Cities Insurance Trust (LMCIT); and

WHEREAS, the City's current insurance policies provide coverage up to the tort limits as provided by Minnesota Statutes; and

WHEREAS, the LMCIT allow the City the option to waive those limits; and

WHEREAS, THE LMCIT has asked the City to make an election by resolution with regards to waiving or not waiving its tort liability established by Minnesota Statutes 466.04; and

NOW, THEREFORE BE IT RESOLVED, BY THE CITY OF INVER GROVE HEIGHTS:
that the City of Inver Grove Heights does hereby elect not to waive the statutory tort limits established by Minnesota Statutes 466.04.

Adopted this 23rd day of August, 2010.

Ayes:
Nays:

George Tourville, Mayor

ATTEST:

Melissa Rheame, Deputy City Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: August 23, 2010
 Item Type: Consent
 Contact: Charles N. Kleckner 651-450-2526
 Prepared by: Charles N. Kleckner, Chief of Police
 Reviewed by: N/A

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED: Consider approval of the limited hunting of Canada Geese within the City.

SUMMARY: The City Council previously approved an ordinance authorizing the use of a limited Canada Goose hunt within the City to help reduce the goose population. The City did participate in the September and December hunts in 2009, as well as one weekend in both October and November. The population of Canada Geese within the Twin Cities area has exploded in the past two decades. Within our City, the Canada Goose population has been encouraged by abundant open water, open land and food. In the wild the geese have to face the “laws of nature” but in the community many of these natural selection mechanisms have been suppressed. Thus, the exploding population and resulting complaints from property owners faced with the problems the geese present, most notably their numbers and the wastes they generate.

I recommend that we participate in both the early Canada Goose season, which will run from September 4-22, 2010, the late Canada Goose season in December (date to be announced later), as well as October 16-17, 2010 and November 20-21, 2010, using the conditions stipulated in Ordinance 1051, including approval on a case-by-case basis with strong consideration on safety and concerns from other area residents. A one-time permit application fee of \$20.00 will be charged that will cover the entire goose hunting dates.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

PERSONNEL ACTIONS

Meeting Date: August 23, 2010
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 seasonal/temporary employment of: Tim Kegley, and Alicia Linscheid.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Resolution Receiving Updated Feasibility Report, Ordering the Project, Approving Plans and Specifications, and Authorizing Advertisement for Bids for 2010 Pavement Management Program, City Project No. 2010-09C – Blaine Avenue (South Area) Mill and Overlay

Meeting Date: August 23, 2010
 Item Type: Public Hearing
 Contact: Thomas J. Kaldunski, 651-450-2572
 Prepared by: Thomas J. Kaldunski, City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director

SDT

Fiscal/FTE Impact:

- None
- Amount included in current budget
- Budget amendment requested
- FTE included in current complement
- New FTE requested – N/A
- Other: Pavement Management Fund, Utility Fund, Assessments

PURPOSE/ACTION REQUESTED

Consider a resolution receiving updated feasibility report, ordering the project, approving plans and specifications, and authorizing advertisement for bids for 2010 Pavement Management Program, City Project No. 2010-09C – Blaine Avenue (South Area) Mill and Overlay.

SUMMARY

The project was initiated by the City’s Pavement Management Program (PMP) as approved by the City Council. This project is to construct a bituminous mill and overlay of Blaine Avenue to include a full street width 2.5 inch depth mill, miscellaneous curb replacement, storm sewer casting adjustments, miscellaneous street repair, new pedestrian ramps, 2.5 inch bituminous wear course overlay, and striping.

The south area of Blaine Avenue was constructed in 1985. The average pavement condition index (PCI) is 47 out of a possible 100. PCI ratings from 33 to 66 warrant a mill & overlay. The last time the pavement was surveyed was in 2006. In 2010, Braun Intertec took core samples in the street and sidewalk areas, analyzed them, and reported back to the City with recommendations. Braun Intertec recommended a mill and overlay due to the wearing course layer having insufficient density and showing signs of surface pop-out. The underlying bituminous layers are considered in good condition. For this reason, staff recommends a mill and overlay. This condition is very similar to that encountered on City Project 2008-09G Cahill/Brooks Mill & Overlay which was constructed in 2009.

An independent appraising firm, Metzen Appraisals, performed a benefit analysis. In the report, Metzen Appraisals provided the opinion that the project provides a benefit up to a \$4,000 to each single family parcel that is assessable per policy. The appraisal report is on record and available for viewing at the Engineering Division front desk.

Staff held an information meeting on August 11, 2010. The project was presented via powerpoint to the four residents attending, representing three of the ten single family parcels designated to be assessed. The residents generally acknowledged the pocketed condition of the street and commented they were in favor of the project as long as the recommended appraisal is followed for maximum assessment amount. Other comments received during the informational meeting were: the street could use more lighting, what are the City’s intentions with the parcel on the west side of Blaine, questioning what is going to happen to the State/DNR land between Blaine Avenue and TH 52, notifying staff that residents have noticed periodic dumping of materials onto the state property, the need for limiting accesses on this curvy portion of Blaine Avenue, and requests for police to monitor roadway for speeding more often.

The total estimated project cost is approximately \$203,990 including legal, engineering, administration, financing, and contingencies. An updated feasibility report and assessment roll is attached. Funding sources include the Pavement Management Fund, Utility Fund and special assessments.

I recommend approval of the attached resolution receiving updated feasibility report, ordering the project, approving plans and specifications, and authorizing advertisement for bids for 2010 Pavement Management Program, City Project No. 2010-09C – Blaine Avenue (South Area) Mill and Overlay.

Attachments: Feasibility Report
 Resolution

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

**RESOLUTION RECEIVING UPDATED FEASIBILITY REPORT, ORDERING IMPROVEMENTS,
APPROVING THE PLANS AND SPECIFICATIONS, AND AUTHORIZING ADVERTISEMENT
FOR BIDS FOR 2010 PAVEMENT MANAGEMENT PROGRAM, CITY PROJECT NO. 2010-09C –
BLAINE AVENUE (SOUTH AREA) MILL AND OVERLAY**

RESOLUTION NO. _____

WHEREAS, a resolution passed by the City Council on the 26th of July 2010 called for a public hearing on the proposed improvement project, 2010 Pavement Management Program, City Project No. 2010-09C – Blaine Avenue (South Area) Mill and Overlay; and

WHEREAS, published notice was given pursuant to Minnesota Statute 429.031, and the hearing was held thereon on the 23rd day of August 2010, at which time all persons desiring to be heard were given an opportunity to be heard thereon; and

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

1. Council has received the updated feasibility report and preliminary assessment roll.
2. Such improvement is hereby ordered as proposed in this Council resolution adopted August 23, 2010.
2. The project shall be funded from the Pavement Management Fund, Utility Fund and special assessments.
3. The plans and specifications of City Project No. 2010-09C are hereby approved.
4. The City Engineer is hereby authorized to advertise for bids with respect to City Project No. 2010-09C.
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 August 2010.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy Clerk

FEASIBILITY REPORT

2010 PAVEMENT MANAGEMENT PROGRAM INVER GROVE HEIGHTS, MINNESOTA

PROJECT NO. 2010-09C BLAINE AVENUE MILL AND OVERLAY PROJECT

- LOCATION:** Refer to Exhibit 1 and 2 for South Area and North Area project locations.
- Areas:
South: 64th Street to 1100 feet south of Upper 55th Street⁽¹⁾
North: 50th Street to 1070 feet north of Upper 55th Street⁽¹⁾
- IMPROVEMENT:** South Area: Construct a bituminous mill and overlay of Blaine Avenue to include a full street width 2.5-inch depth mill, miscellaneous curb replacement, storm sewer casting adjustments, miscellaneous street repair, new pedestrian ramps, 2.5-inch bituminous wear course overlay, and striping.
- North Area: Construct a full depth bituminous removal and replacement of Blaine Avenue to include a full street width, full depth mill or reclamation, miscellaneous curb replacement, storm sewer casting adjustments, miscellaneous street repair, new pedestrian ramps, 2-inch bituminous base, 2-inch bituminous binder, and 2-inch bituminous wear course striping, sidewalk or pathway repair, and pedestrian ramps. On the east side of Blaine, from Upper 55th Street to Blackburn Avenue, replace an existing six-foot concrete sidewalk.
- INITIATION:** City Council (Annual Pavement Management Program)
- PARCELS AFFECTED:** Refer to Exhibits 1 & 2
- South Area: 16 Single Family (10 Assessable per policy) and 4 Institutional (1 City and 3 State of MN).
- North Area: State Right-of-Way (52nd Street to 50th Street), 5 Planned Unit Development, and 4 Agricultural. Out of the 9 commercially used parcels, 5 are listed as "Green Acres" on the County Tax Records.
- ISSUES:** This project is part of the City's annual Pavement Management Program (PMP). The south Area of Blaine Avenue was constructed in 1985 and the north Area in 1986. The average pavement condition index (PCI) is 47 for the south Area of Blaine Avenue and 45 for the north Area, out of a possible 100. The last time the pavement was surveyed for both Areas was in 2006. In 2010, Braun Intertec took core samples in the street and sidewalk areas, analyzed them, and reported back to the City with recommendations. In addition, the Street Division and Engineering Division milled small samples of cracked areas of the north Area of Blaine in order to complete a field review of the block cracking penetration and pavement condition. The written portion of the Braun Intertec report is attached.

⁽¹⁾ Measured from center of Upper 55th Street and Blaine Intersection

Pictures, logs and supporting data from the report are available and on file with the Engineering Division. For the south Area, Braun Intertec recommended a mill and overlay due to the wearing course layer having insufficient density and showing signs of surface pop-out, the underlying bituminous layers have proper density and are to be left in place. For the north Area, Braun Intertec recommends a full depth mill and pavement replacement to remove the stressed, aged and block-cracked bituminous. Braun has also recommended replacement of the aforementioned portion of sidewalk north of Blaine. For this reason, staff recommends a mill and overlay for the south pavement Area, a full depth replacement for the north pavement Area, and a portion of sidewalk replacement in the north Area as a part of the PMP.

For the south Area the City is going to pay more than normal for their contribution to the project due to City and State property on the west side of Blaine Avenue.

For the north Area of Blaine Avenue, the City will need to consider working out agreements with the "green acres" parcels in order for these parcels to share in the typical non-single family assessment portion. In addition, the City will need to take into consideration several other items: (1) Extension of the bituminous path on the west side of Blaine Avenue from 52nd Street to 50th Street; (2) Adding curb on the west side of Blaine Avenue from 52nd Street to 50th Street; (3) Working with Gertens on updating the pedestrian crossing; (4) On the west side of Blaine Avenue, the bituminous pathway has a 190-foot gap which should be added for continuity.

RIGHT-OF-WAY: The existing right-of-way is adequate.

EASEMENTS: None are required.

FEASIBILITY: South Area: The improvement project as proposed is necessary, cost-effective, and technically feasible. The project and its elements should be implemented as proposed in this study. The improvements, once completed, will be a benefit to the properties served.

North Area: The improvement project as proposed is necessary, cost-effective, and technically feasible *only if the affected "green acres", agriculturally zoned parcels agree to pay the recommended assessment.* The project and its elements should be implemented as proposed in this study. The improvements, once completed, will be a benefit to the properties served.

For the south Area, staff recommends that the Council set a public hearing date and authorizes preparation of plans and specifications for the south Area of Blaine Avenue Mill & Overlay, because the project will need to follow the attached stringent schedule to be constructed this calendar year. The Council should direct staff to complete an independent appraisal to the benefitting properties.

For the north Area staff recommends that Council consider a resolution establishing a new project number (City Project No. 2010-09I – Blaine Avenue (North Area) Full Depth Mill and Repave) and authorize appraisal services.

SCHEDULE:

South Area:

Council receives feasibility report, authorizes preparation of plans and specifications and orders public improvement hearing..... July 26, 2010
 Information MeetingAugust 11, 2010
 Public improvement hearing and Council orders public improvement project, approves plans and specifications and authorizes advertisement for bidAugust 23, 2010
 Advertisement for Bids.....August 26, 2010
 Bid Opening..... September 17, 2010
 Council Considers Contract Award September 27, 2010
 Start Construction October 1, 2010
 Substantial Completion..... November 1, 2010
 Final Completion (turf establishment) July 1, 2011

North Area:

Appraisals of Benefitting Parcels Fall 2010
 Cost Sharing Agreements..... Winter 2010
 Feasibility Report Spring 2011
 Public Improvement Hearing..... Spring 2011
 Construction..... Summer 2011

FINANCING:

South Area Only:

Estimated Costs

Total Construction	\$147,820
Construction Contingency (10%)	\$14,780
Engineering (15%)	\$22,180
Fiscal (1%)	\$1,480
Legal (1%)	\$1,480
Administration (3%)	\$4,430
Capitalized Interest (8%)	<u>\$11,820</u>
Total Estimated Project Cost	\$203,990

The total project cost includes the following items at a percentage of the construction cost: 10% construction contingency, 15% engineering, 1% fiscal, 1% legal, 3% administrative, and 8% capitalized interest (Refer to Table 1).

PROJECT FUNDING: South Area:

The project will be funded from special assessments and the Pavement Management Fund (440).

The special assessments occur to the benefited properties in accordance with Minnesota Statutes Chapter 429. Under the approved funding policy for the PMP, the City portion consists of at least 20 percent of the assessable project cost, plus extra bituminous width, corner credits, and adding in the cost of items that are paid for in full by the City, such as striping and pedestrian curb ramps.

On streets that are on the City’s Municipal State Aid System, County Roads or Highways, or designated as higher volume than a typical local street, the assessments are based on the cost for a typical local street. For example, Blaine Ave has a 41-foot-wide bituminous mat. The City would pay for the difference between the width of the actual street (41-foot bituminous mat) and a typical local street (29-foot bituminous mat), plus 20 percent of the cost of the local street.

North Area:

The north Area will be recommended to be assessed similar to the south Area with the difference being that the City portion be at least 25 percent of the assessable project costs.

STREET ASSESSMENTS (South Area only)

Total Estimated Project Cost (\$147,820 x 1.38)	\$203,990
100 Percent City Contribution (\$36,930 x 1.38)	<u>- \$50,960</u>
(Includes: striping, pedestrian ramps, and extra street width)	\$153,030
20 Percent City contribution (\$22,180 x 1.38)	<u>- \$30,610</u>
	\$122,420
Corner Credit Contribution	- \$ 0
Non-Assessable Parcel Adjustment	<u>-\$75,560</u>
	\$46,860
ESTIMATED TOTAL STREET ASSESSMENT	\$46,860

**FEASIBILITY REPORT FOR 2010-09C
PAGE FIVE**

PROJECT FUNDING CONT. (South Area Only):

The proposed funding allocation is:

Special Assessments	\$46,860
Utility Fund	\$4,140
Pavement Management Fund	<u>+ \$152,990</u>
TOTAL	\$203,990

Individual parcel assessments are determined using the City's PMP Funding Policy. Multi-family, Commercial, Industrial and Institutional properties are assessed on a front footage basis. The proposed assessments are listed in Table 1.

TABLE 1
 PRELIMINARY ESTIMATE AND ASSESSMENT ANALYSIS
 2010 BLAINE AVENUE MILL AND OVERLAY PROJECT: SOUTH SECTION
 CITY PROJECT NO. 2010-09C

ITEM NO.	MNDOT NO.	ITEM	UNIT	MEASURED QUANTITY	BUFFER PERCENT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL ESTIMATED PRICE	NO.	CITY PORTION	NON-CITY PORTION		
1	2021.501	MOBILIZATION	LS	1.0	0.0%	1.0	\$ 2,500.00	\$ 2,500.00			\$ 2,500.00		
2	2104.501	REMOVE CURB AND GUTTER	LF	530	0.0%	530	\$ 3.00	\$ 1,590.00			\$ 1,590.00		
3	2104.505	REMOVE CONCRETE SIDEWALK	SY	200	0.0%	200	\$ 4.50	\$ 900.00	2	\$ 900.00			
4	2104.505	SUBGRADE CORRECTION	SY	210	0.0%	210	\$ 40.00	\$ 8,400.00			\$ 8,400.00		
5	2105.526	SELECT TOPSOIL BORROW (LV)	CY	20	0.0%	20	\$ 25.00	\$ 500.00			\$ 500.00		
6	2123.601	STREET SWEEPER WITH PICKUP BROOM	HR	5	0.0%	5	\$ 150.00	\$ 750.00			\$ 750.00		
7	2232.501	MILL BITUMINOUS SURFACE 2.5"	SY	10569	0.0%	10,569	\$ 0.60	\$ 6,341.40	1	\$ 1,579.01	\$ 4,762.39		
8	2350.505	TYPE LV3 CRACK PATCHING ALONG CURB	LF	660	0.0%	660	\$ 5.00	\$ 3,300.00			\$ 3,300.00		
9	2350.505	TYPE MV4 CRACK PATCHING IN MILLED STREET	TON	10	0.0%	10	\$ 85.00	\$ 850.00	1	\$ 211.65	\$ 638.35		
10	2360.502	TYPE MV4 WEARING COURSE (B) 2.5"	TON	1453	10.0%	1,598	\$ 52.00	\$ 83,096.00	1	\$ 20,690.90	\$ 62,405.10		
11	2360.502	TYPE LV4 BITUMINOUS MIXTURE FOR PATHS (2.5")	TON	12	0.0%	12	\$ 15.00	\$ 180.00	2	\$ 180.00			
12	2357.502	BITUMINOUS MATERIAL FOR TACK COAT	GAL	528	0.0%	528	\$ 2.50	\$ 1,320.00	1	\$ 328.68	\$ 991.32		
13	2506.522	ADJUST FRAME & RING CASTING (NEW RINGS)	EA	19	0.0%	19	\$ 400.00	\$ 7,600.00			\$ 7,600.00		
14	2503.602	FURNISH AND INSTALL EXTERNAL CHIMNEY SEAL	EA	6	0.0%	6	\$ 500.00	\$ 3,000.00	2	\$ 3,000.00			
15	2521.501	4" CONCRETE WALK	SF	1560	0.0%	1,560	\$ 3.50	\$ 5,530.00	2	\$ 5,530.00			
16	2531.501	CONCRETE CURB & GUTTER DESIGN B618	LF	530	0.0%	530	\$ 15.00	\$ 7,950.00			\$ 7,950.00		
17	2531.602	PEDESTRIAN CURB RAMP WITH TRUNCATED DOMES (TYPE SIDEWALK)	EA	4	0.0%	4	\$ 550.00	\$ 2,200.00	2	\$ 2,200.00			
18	2563.602	TRAFFIC CONTROL	LS	1.0	0.0%	1	\$ 2,000.00	\$ 2,000.00			\$ 2,000.00		
19	2582.501	PAVEMENT MESSAGE (RIGHT ARROW) LATEX	EA	2.0	0.0%	2	\$ 140.00	\$ 280.00	2	\$ 280.00			
20	2582.502	LINEAR MARKINGS 4" WIDTH LATEX SOLID WHITE	LF	3990.0	0.0%	3990	\$ 0.25	\$ 997.50	2	\$ 997.50			
21	2582.502	LINEAR MARKINGS 4" LATEX SOLID DOUBLE YELLOW	LF	2,035	0.0%	2,035	\$ 0.35	\$ 712.25	2	\$ 712.25			
22	2582.503	CROSSWALK MARKING-PAINT	SF	130	0.0%	130	\$ 2.50	\$ 325.00			\$ 325.00		
23	2575.505	TERRASEEDING	SY	100	0.0%	100	\$ 10.00	\$ 1,000.00			\$ 1,000.00		
24	SPECIAL	IRRIGATION ALLOWANCE	LS	1	0.0%	1	\$ 6,000.00	\$ 6,000.00			\$ 6,000.00		
25	SPECIAL	WATER USAGE ALLOWANCE	LS	1	0.0%	1	\$ 500.00	\$ 500.00			\$ 500.00		
								TOTALS: \$	147,822.15	\$	36,934.99	\$	110,887.16
								ROUNDED TOTALS: \$	147,820.00	\$	36,930.00	\$	110,890.00
								CITY COVERS 20%					
								OF NON-CITY PORTION:					
								SUBTOTAL CITY PORTION (CONSTRUCTION):					
								SUBTOTAL ASSESSED PORTION (CONSTRUCTION):					
								LEAF (38%) \$ 56,171.60					
								SUBTOTAL CITY PORTION: \$ 81,569.04					
								SUBTOTAL ASSESSED PORTION: \$ 122,422.56					
								CORNER CREDIT: \$ -					
								NON-ASSESSEABLE PARCEL ADJUSTMENTS: \$ 75,559.85					
								TOTAL CITY PORTION: \$ 157,128.89					
								TOTAL ASSESSED PORTION: \$ 46,862.71					
								TOTAL PROJECT: \$ 203,991.60					

CHECKED BY: PH, SWD
 APPROVED BY: TJK

Note 1: The costs associated with bituminous widths over 29' are paid by the City (for 41' bit. Road 24.9% City, 75.1% Non-City).
 Note 2: City pays 100% of the cost for this item.

**TABLE 2
PRELIMINARY ESTIMATE AND ASSESSMENT ANALYSIS
2010 BLAINE AVENUE FULL DEPTH MILL AND REPAVE PROJECT : NORTH SECTION
CITY PROJECT NO. 2010-091**

ITEM NO.	MWDOT NO.	ITEM	UNIT	MEASURED QUANTITY	BUFFER PERCENT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL ESTIMATED PRICE	NO. OF CITIES	CITY PORTION	NON-CITY PORTION
1	2021.501	MOBILIZATION	LS	1.0	0.0%	1.0	\$ 2,500.00	\$ 2,500.00			\$ 2,500.00
2	2104.501	REMOVE CURB AND GUTTER	LF	670	0.0%	670	\$ 3.00	\$ 2,010.00			\$ 2,010.00
3	2104.505	REMOVE CONCRETE SIDEWALK	SY	620	0.0%	620	\$ 4.50	\$ 2,790.00			\$ 2,790.00
4	2104.505	REMOVE BITUMINOUS PATH PAVEMENT	SY	43	0.0%	43	\$ 3.00	\$ 129.00	2	\$ 495.00	\$ 129.00
5	2104.505	REMOVE CONCRETE PAVEMENT	SY	50	0.0%	50	\$ 5.00	\$ 250.00			\$ 250.00
6	2104.505	SUBGRADE CORRECTION	SY	310	0.0%	310	\$ 20.00	\$ 6,200.00			\$ 6,200.00
7	2112.501	SUBGRADE PREPARATION	RS	27	0.0%	27	\$ 200.00	\$ 5,400.00			\$ 5,400.00
8	2105.526	SELECT TOPSOIL BORROW (LV)	CY	8	0.0%	8	\$ 10.00	\$ 80.00			\$ 80.00
9	2123.601	STREET SWEEPER WITH PICKUP ROOM	HR	7	0.0%	7	\$ 150.00	\$ 1,050.00			\$ 1,050.00
10	2032.501	MILL BITUMINOUS SURFACE (FULL DEPTH)	SY	15534.8	0.0%	15,535	\$ 1.70	\$ 26,409.50	1	\$ 6,575.97	\$ 19,833.53
11	2360.505	TYPE LV3 CRACK PATCHING ALONG CURB	LF	840	0.0%	840	\$ 5.00	\$ 4,200.00			\$ 4,200.00
12	2360.501	TYPE MV3 NON-WEARING COURSE (B)	TON	3416	10.0%	3,758	\$ 48.00	\$ 180,384.00	1	\$ 44,915.62	\$ 135,468.38
13	2360.502	TYPE MV4 WEARING COURSE (B)	TON	1708	10.0%	1,879	\$ 52.00	\$ 97,708.00	1	\$ 24,329.29	\$ 73,378.71
14	2360.502	TYPE LV4 BITUMINOUS MIXTURE FOR PATHS (2.5")	SY	20	0.0%	20	\$ 15.00	\$ 300.00	2	\$ 300.00	\$ 300.00
15	2357.502	BITUMINOUS MATERIAL FOR TACK COAT	GAL	1554	0.0%	1,554	\$ 2.50	\$ 3,885.00	1	\$ 967.37	\$ 2,917.64
16	2504.602	ADJUST GATE VALVE	EA	22	0.0%	22	\$ 250.00	\$ 5,500.00			\$ 5,500.00
17	2506.322	ADJUST FRAME & RING CASTING (NEW RINGS)	EA	20	0.0%	20	\$ 400.00	\$ 8,000.00			\$ 8,000.00
18	2503.602	FURNISH AND INSTALL EXTERNAL CHIMNEY SEAL	EA	8	0.0%	8	\$ 500.00	\$ 4,000.00	3	\$ 4,000.00	\$ 4,000.00
19	2502.541	4" PERF PVC PIPE DRAIN	LF	540	0.0%	540	\$ 4.50	\$ 2,430.00	2	\$ 2,430.00	\$ 2,430.00
20	2502.602	INSTALL 4" DRAIN TILE CLEANOUT	EA	2	0.0%	2	\$ 200.00	\$ 400.00	2	\$ 400.00	\$ 400.00
21	2502.602	CORE CUT DRAIN TILE INTO EXISTING STORM STRUCTURE	EA	1	0.0%	1	\$ 175.00	\$ 175.00	2	\$ 175.00	\$ 175.00
22	2521.501	4" CONCRETE WALK	SF	2270	0.0%	2,270	\$ 3.50	\$ 7,945.00	2	\$ 7,945.00	\$ 7,945.00
23	2521.501	6" CONCRETE WALK	SF	3300	0.0%	3,300	\$ 5.50	\$ 18,150.00	2	\$ 18,150.00	\$ 18,150.00
24	2531.501	CONCRETE CURB & GUTTER DESIGN B618	EA	15	0.0%	15	\$ 150.00	\$ 2,250.00	2	\$ 2,250.00	\$ 2,250.00
25	2531.602	PEDESTRIAN CURB RAMP WITH TRUNCATED DOMES (TYPE SIDEWALK)	EA	8	0.0%	8	\$ 750.00	\$ 6,000.00	2	\$ 6,000.00	\$ 6,000.00
26	2531.602	PEDESTRIAN CURB RAMP WITH TRUNCATED DOMES (TYPE BIKE PATH)	EA	50	0.0%	50	\$ 30.00	\$ 1,500.00	2	\$ 1,500.00	\$ 1,500.00
27	2531.604	6" CONCRETE FLATWORK	LS	1	0.0%	1	\$ 3,000.00	\$ 3,000.00			\$ 3,000.00
28	2568.602	TRAFFIC CONTROL	EA	2	0.0%	2	\$ 65.00	\$ 130.00	2	\$ 130.00	\$ 130.00
29	2562.501	PAVEMENT MESSAGE (RIGHT ARROW) LATEX	LF	5710	0.0%	5,710	\$ 0.25	\$ 1,427.50	2	\$ 1,427.50	\$ 1,427.50
30	2562.502	LINEAR MARKINGS 4" WIDTH LATEX SOLID WHITE	LF	40	0.0%	40	\$ 6.00	\$ 240.00	2	\$ 240.00	\$ 240.00
31	2562.502	LINEAR MARKINGS 9" WIDTH LATEX SOLID YELLOW	LF	2565	0.0%	2,565	\$ 0.35	\$ 897.75	2	\$ 897.75	\$ 897.75
32	2562.502	LINEAR MARKINGS 4" LATEX SOLID DOUBLE YELLOW	SF	130	0.0%	130	\$ 2.50	\$ 325.00	2	\$ 325.00	\$ 325.00
33	2562.503	CROSSWALK MARKING-PAINT	SY	150	0.0%	150	\$ 10.00	\$ 1,500.00			\$ 1,500.00
34	2575.505	TERRASEEDING	LS	1	0.0%	1	\$ 2,000.00	\$ 2,000.00			\$ 2,000.00
35	SPECIAL	IRRIGATION ALLOWANCE	LS	1	0.0%	1	\$ 500.00	\$ 500.00			\$ 500.00
36	SPECIAL	WATER USAGE ALLOWANCE	LS	1	0.0%	1	\$ 500.00	\$ 500.00			\$ 500.00
								TOTALS:	\$ 413,420.75	\$ 127,953.49	\$ 285,467.26
								ROUNDED TOTALS:	\$ 413,420.00	\$ 127,950.00	\$ 285,470.00
								CITY COVERS 25%	\$ 71,367.50	\$ 71,367.50	(71,367.50)
								OF NON-CITY PORTION:	\$ 199,317.50	\$ 199,317.50	\$ 214,102.50
								SUBTOTAL CITY PORTION (CONSTRUCTION):	\$ 199,317.50	\$ 199,317.50	\$ 214,102.50
								SUBTOTAL ASSESSED PORTION (CONSTRUCTION):	\$ 75,740.65	\$ 75,740.65	\$ 81,358.95
								LEAF (88%)	\$ 157,099.60	\$ 157,099.60	\$ 157,099.60
								SUBTOTAL CITY PORTION:	\$ 275,058.15	\$ 275,058.15	\$ 285,461.45
								SUBTOTAL ASSESSED PORTION:	\$ 11,346.07	\$ 11,346.07	(11,346.07)
								CORNER CREDIT:	\$ 58,327.23	\$ 58,327.23	(58,327.23)
								STATE ROW	\$ 344,731.45	\$ 344,731.45	\$ 225,788.15
								TOTAL CITY PORTION:	\$ 570,519.60	\$ 570,519.60	\$ 570,519.60
								TOTAL ASSESSED PORTION:	\$ 570,519.60	\$ 570,519.60	\$ 570,519.60
								TOTAL PROJECT:	\$ 570,519.60	\$ 570,519.60	\$ 570,519.60

Note 1: The costs associated with bituminous widths over 28" are paid by the City
(for 41" bit. Road 24.9% City, 75.1% Non-City).

Note 2: City pays 100% of the cost for this item.

Note 3: Utility Fund pays 100% of cost for this item.

CHECKED BY: PH, SWD
APPROVED BY: STJK

TABLE 1

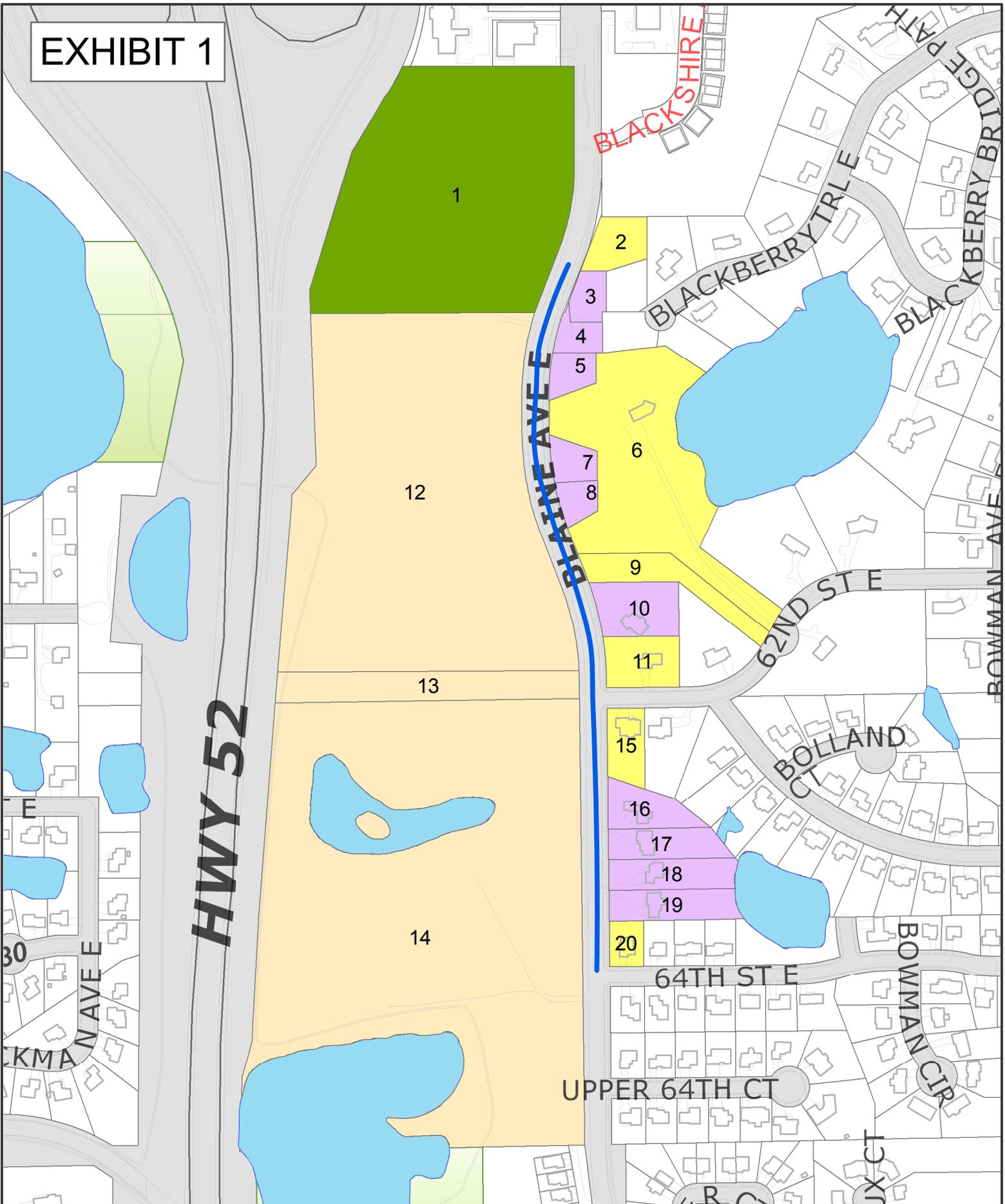
**CITY PROJECT NO. 2010-09C - BLAINE AVE SOUTH AREA
MILL AND OVERLAY**

MAP NO.	TAX PIN	ASSESSMENT	PROPERTY ZONING	FRONT FOOT	PROPOSED ASSESSMENT
1	200331001156	YES	CITY	182.50	\$ 7,116.23
2	205357602001	NO ASSESSMENT	SFR	24.00	\$ -
3	205357601001	YES	SFR	96.81	\$ 3,974.60
4	205357502001	YES	SFR	156.15	\$ 3,974.60
5	205357705001	YES	SFR	141.28	\$ 3,974.60
6	205357701001	NO ASSESSMENT	SFR	181.59	\$ -
7	205357704001	YES	SFR	141.96	\$ 3,974.60
8	205357703001	YES	SFR	140.18	\$ 3,974.60
9	205357702001	NO ASSESSMENT	SFR	90.72	\$ -
10	208375001201	YES	SFR	164.93	\$ 3,974.60
11	208375002001	NO ASSESSMENT	SFR	123.98	\$ -
12	200040001325	YES	STATE	1083.11	\$ -
13	200040002125	YES	STATE	82.01	\$ -
14	200040003025	YES	STATE	772.66	\$ -
15	208460005001	NO ASSESSMENT	SFR	200.52	\$ -
16	208460004001	YES	SFR	156.09	\$ 3,974.60
17	208460003001	YES	SFR	90.00	\$ 3,974.60
19	208460002001	YES	SFR	90.00	\$ 3,974.60
19	208460001001	YES	SFR	90.00	\$ 3,974.60
20	204860205001	NO ASSESSMENT	SFR	150.42	\$ -
				4158.90	\$ 46,862.23

**CITY PROJECT NO. 2010-09I - BLAINE AVE NORTH AREA
FULL DEPTH MILL AND REPAVE**

MAP NO.	TAX PIN	ASSESSMENT	PROPERTY ZONING	FRONT FOOT	PROPOSED ASSESSMENT
1	208340010007	YES	PUD	286.26	\$ 12,029.37
2	208340007008	YES	PUD	233.87	\$ 4,154.73
3	200331001104	YES	AG	1351.06	\$ 56,774.73
4	200331001204	YES	AG	453.99	\$ 19,077.87
5	200331002103	YES	PUD	399.07	\$ 16,769.85
6	203657501001	YES	PUD	215.77	\$ 3,394.23
7	203657502001	YES	PUD	1314.56	\$ 55,240.98
8	200331002279	YES	AG	1105.96	\$ 46,475.23
9	200331002080	YES	AG	282.50	\$ 11,871.36
				7031.03	\$ 225,788.35

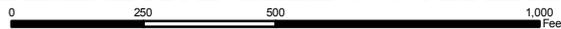
EXHIBIT 1



	SINGLE FAMILY (ASSESSED)
	STATE
	CITY
	NOT ASSESSED
	MILL & OVERLAY
	SIDEWALK

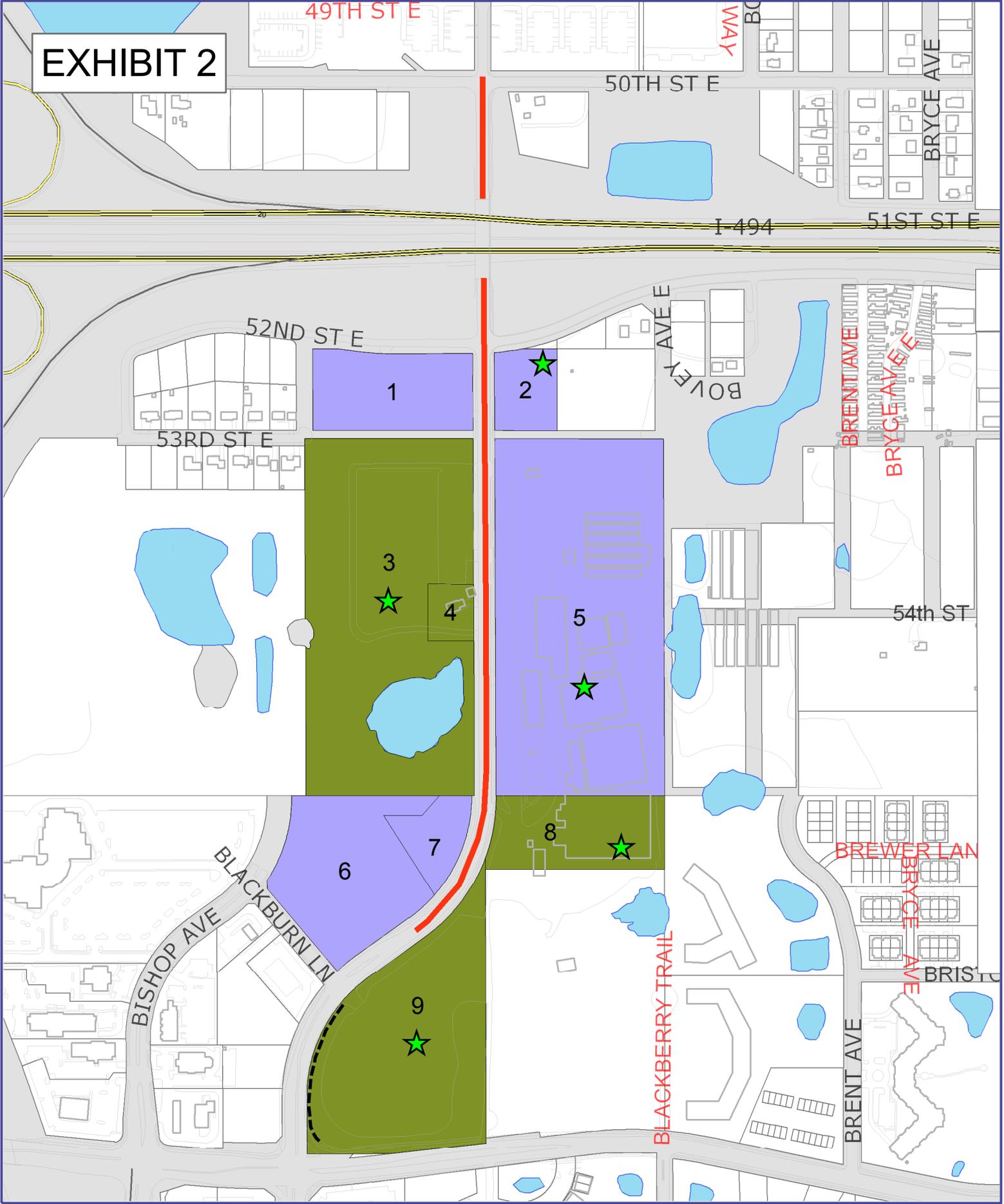
2,104 ft mill & overlay

**SOUTH AREA
CITY PROJECT NO. 2010-09C
BLAINE AVE. MILL & OVERLAY**



Inver Grove Heights
Public Works Engineering
PROJECTS_PUBLIC\2010_PROJECTS\
2010-09C_BlaineAveMillOverlay\
PDF EXHIBITS\2010-09C_SOUTH.pdf

EXHIBIT 2



- PLANNED UNIT DEVELOPMENT
- AGRICULTURAL
- SIDEWALK
- 2931' FULL DEPTH MILL & REPAVE
- GREEN ACRES TAX PARCEL

NORTH AREA
CITY PROJECT NO. 2010-09I
BLAINE AVE. FULL DEPTH MILL & REPAVE

0 250 500 1,000
 Feet





Inver Grove Heights

Z:\PublicWorks\Engineering\PROJECTS_PUBLIC\2010_PROJECTS\2010-09I_BlaineAvenueNorthAreaMillandRepave

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

TEMO SUNROOMS AND EXTERIORS

Meeting Date: August 23, 2010
 Item Type: Regular
 Contact: Heather Botten 651.450.2569
 Prepared by: *HB* Heather Botten, Associate Planner
 Reviewed by: Planning

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"/>	Other

PURPOSE/ACTION REQUESTED

Consider the following request for property located at 1634 Upper 55th Street:

- a.) A Variance from the front yard setbacks to construct a porch addition.
 - Requires a 3/5ths vote.
 - 60-day deadline: August 30, 2010 (first 60 days)

SUMMARY

The applicant is requesting a variance to construct a 216 square foot porch addition on the west side of the existing home. The lot is a corner lot; the addition would be located 17' from their front property line whereas 30 feet is the required setback.

When the house was built in 1969 it was not a corner lot, it abutted the property to the west. The lot was platted in 1974 and at this time right-of-way dedication was required for Asher Avenue, thus creating a "corner" lot. Corner lots have more restrictive setbacks than interior lots because, by definition, they have two front yards. The addition would not have an impact to traffic visibility or sight lines as there is a row of trees and shrubs that would screen the addition from Asher Avenue.

Planning Staff: Staff believes that the variance criterion has been met and therefore recommends approval of the variance request.

Planning Commission: Recommends approval of the request with the one condition listed in the resolution (9-0).

Attachments: Variance Resolution
 Planning Commission Recommendation
 Planning Staff Report

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

RESOLUTION NO. _____

**RESOLUTION APPROVING A SETBACK VARIANCE TO CONSTRUCT A PORCH
ADDITION 17 FEET FROM A FRONT PROPERTY LINE**

**CASE NO. 10-24V
(Temo Sunrooms)**

Property located at 1634 Upper 55th Street and legally described as follows:

Lot 1, Block 1, Stehr Addition, of Dakota County, Minnesota

WHEREAS, an application has been received for a Variance to construct a porch addition 17 feet from the corner front property line whereas 30 feet is required;

WHEREAS, the afore described property is zoned R-1B, Single-family residential;

WHEREAS, a Variance may be granted by the City Council from the strict application of the provisions of the Zoning Code (City Code Title 10) and conditions and safeguards imposed in the variance so granted where practical difficulties or particular hardships result from carrying out the strict letter of the regulations of the Zoning Code, as per City Code, Title 10, Chapter 3, Section 10-3-4;

WHEREAS, the City of Inver Grove Heights Planning Commission reviewed the request on August 17, 2010 in accordance with City Code Title 10, Chapter 3, Section 10-3-4;

WHEREAS, a hardship, was found to exist in that the porch addition would not impact traffic visibility and it would not cause the home to be out of character with the neighborhood. The home was constructed prior to the right-of-way for Asher Avenue being dedicated, creating a more restrictive setback for the west property line, changing the designation from a side yard to front yard for setback requirements.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that the variance to construct a porch addition is hereby approved with the following condition:

1. The site shall be developed in substantial conformance with the site plan on file with the Planning Department.

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

Adopted by the City Council of Inver Grove Heights this 23rd day of August, 2010.

George Tourville, Mayor

Ayes:

Nays:

ATTEST:

Melissa Rheaume, Deputy Clerk

**RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS**

TO: Mayor and City Council of Inver Grove Heights
FROM: Planning Commission
DATE: August 17, 2010
SUBJECT: **TEMO SUNROOMS AND EXTERIORS – CASE NO. 10-24V**

Reading of Notice

Commissioner Simon read the public hearing notice to consider the request for a variance from the corner front yard setback to construct a sunroom addition for the property located at 1634 Upper 55th Street. 4 notices were mailed.

Presentation of Request

Heather Botten, Associate Planner, explained the request as detailed in the report. She advised that the subject property is located on the corner of Upper 55th Street and Asher Avenue. The applicant is requesting a variance to construct a porch addition 17 feet from the property line whereas 30 is required. Ms. Botten explained that when the house was built in 1969 it was not a corner lot; however when the lot was platted in 1974 a right-of-way dedication was required for Asher Avenue, thus creating a "corner" lot. By City Code corner lots have a more restrictive setback because they, by definition, have two front yards. Staff feels the variance criterion have been met and recommend approval of the request with the condition listed in the report. She added that staff heard from the neighbor to the south who was in favor of the request.

Chair Bartholomew asked if the hardship was the road being constructed after-the-fact which created a more restrictive setback, to which Ms. Botten replied in the affirmative.

Opening of Public Hearing

Bob Maietta, TEMO Sunrooms and Exteriors, and Thomas Stehr, 1634 Upper 55th Street, stated they were available to answer any questions.

Chair Bartholomew asked if the applicants were in agreement with the condition listed in the report, to which Mr. Maietta and Mr. Stehr replied in the affirmative.

Planning Commission Recommendation

Motion by Commissioner Gooch, second by Commissioners Koch and Schaeffer, to approve the request for a variance from the front yard setback to construct a porch addition for the property located at 1634 Upper 55th Street.

Motion carried (9/0). This item goes to the City Council on August 23, 2010.

PLANNING REPORT CITY OF INVER GROVE HEIGHTS

REPORT DATE: August 11, 2010 **CASE NO.:** 10-24V
HEARING DATE: August 17, 2010
APPLICANT: Temo Sunrooms and Exteriors
PROPERTY OWNERS: Robert Mairtta
REQUEST: Variance to construct an addition within the front yard setback.
LOCATION: 1634 Upper 55th St.
COMP PLAN: LDR, Low Density Residential
ZONING: R-1B, Single Family Residential
REVIEWING DIVISIONS: Planning **PREPARED BY:** Heather Botten
Associate Planner

BACKGROUND

The applicant is requesting a variance to construct a porch addition to the existing home. The lot is a corner lot; the addition would be located 17' from their "front" property line whereas 30 feet is the required setback. The porch addition would be replacing a deck (recently removed), which has been there for 35 years. When the house was built in 1969 it was not a corner lot, it abutted the property to the west. The lot was platted in 1974 and at this time right-of-way dedication was required for Asher Avenue, thus creating a "corner" lot. The applicants have stated that besides the main front door the only entrance to the home is off the west side, which is where they want to construct the porch so they do not have to lose space by knocking out room for another door.

In 1999 the City Council approved a setback variance for the property south of the proposed property.

EVALUATION OF THE REQUEST

The following specific application is being requested:

- A.) A **Variance** to construct a porch addition 17 feet from the corner front property line.

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

North	Single Family; zoned R-1C; guided Low Density Residential
West	P; zoned Public/Institutional; guided Public Open Space
South	Single Family; zoned R-1B; guided Low Density Residential
East	Single Family; zoned R-1B; guided Low Density Residential

The lot calculations are as follows:

	Square Feet	Percentage
Impervious surface allowed on the property	-	20%
Lot Size	43,297	-
Existing Impervious Coverage (House, garage, driveway, patios)	4,534	10.5%
Proposed additional impervious coverage (porch addition)	216	.4%
Total impervious coverage requested	4,750	11%

VARIANCES

Title 10, Chapter 3, Section 10-3-4D of the City Code, states that the City Council may grant variances in instances where practical difficulties exist or where a hardship would be imposed upon the property owner if the code were strictly enforced. In order to grant the requested variances, the City Code identifies several criteria which are to be considered. The applicant's request is reviewed below against those criteria.

- a. *Special conditions apply to the structure or land in question which are peculiar to such property or immediately adjoining property, and do not apply generally to other land or structures in the district in which said land is located.*

The general intent of this standard is to limit the precedent that could be set if the variance was granted. The property does have conditions that make it unique for the zoning district it is in. There is only one other home located along Asher Avenue, to the south of the proposed property. The porch addition would not impact traffic visibility and all other setback and zoning requirements would be met. The right-of-way for Asher Avenue was dedicated after the home was built affecting the setbacks for the property. Because the house is located into the setback area a variance is required for any type of addition.

- b. *The granting of the application will not be contrary to the intent of the Zoning Code or the Comprehensive Plan.*

The granting of the variance would not be contrary to the intent of the Zoning Ordinance as it would still provide a building setback from the street and would not impact traffic visibility. The application is not contrary to the Comprehensive Plan as the future land use is Low Density Residential.

- c. *The granting of such variance is necessary as a result of a demonstrated undue hardship or difficulty, and will not merely serve as a convenience to the applicant.*

The property is a corner lot; corner lots have more restrictive setbacks than an interior lot because, by definition, they have two front yards. In this case the house pre-existed the right-of-way. The proposed setbacks meet the setbacks for a side yard. The addition would still be about 27 feet from the road and would not have an impact to traffic visibility or sight lines from neighboring residences as the neighbor most likely to be affected from the addition is 250'+ away.

- d. *Economic considerations alone do not constitute an undue hardship.*

Economic considerations do not appear to be a basis for this request.

ALTERNATIVES

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

- A. **Approval.** If the Planning Commission finds the applications to be acceptable, as proposed, the following actions should be recommended for approval:

- A **Variance** to construct a porch addition 17 feet from the corner front property line subject to the following condition:

1. The site shall be developed in substantial conformance with the site plan on file with the Planning Department.

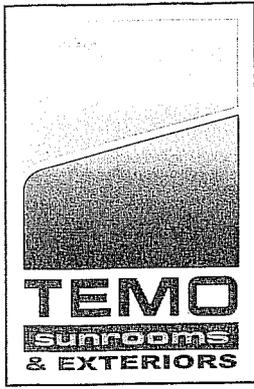
Hardship: The porch addition would not impact traffic visibility and it would not cause the home to be out of character with the neighborhood. The home was constructed prior to the right-of-way for Asher Avenue being dedicated, creating a greater setback for the west property line, changing the designation from a side yard to front yard for setback requirements.

- B. **Denial.** If the Planning Commission does not favor the proposed application, the above request should be recommended for denial. With a recommendation for denial, findings or the basis for the denial should be given.

RECOMMENDATION

Staff believes that the variance criterion has been met and therefore Staff recommends approval of the variance as presented.

Attachments: Exhibit A - Location/Zoning Map
Exhibit B - Letter from the applicant
Exhibit C - Site Plan
Exhibit D - Elevation



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WWW.TEMOMN.COM

June 30, 2010

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

RE: Tom & Barbara Stehr, 1634 Upper 55th St. E., Variance Application
Legal description: Stehr Addition, Lot 1, Block 1

Greetings:

With regard to the above referenced variance application I would like to provide the following information. This request is the result of a permit application to construct a 12' x 18' sunroom on the side entrance of the home. It will be replacing an existing deck which is larger and closer to the side street than the sunroom would be. While the sunroom is within a normal side setback condition, because it is on a corner lot, it is required to conform to front set back requirements and consequently requires a variance. This request is not contrary to the intent of the City Ordinances, or the Comprehensive Plan.

The homeowner's deck, which has been there for almost 40 years, has served as the landing/entry way for the side entrance to the home. Mrs. Stehr recently fell while disembarking the deck and broke both her ankles. She continues today with continued physical therapy. It was at that time the homeowners decided that a sunroom on the side of the house would accommodate her desires to enjoy the outdoors while not having to travel up and down the stairs. The side of the home has served as the alternative entrance (from the front) since the home was built and, is a prime location for the sunroom. It has also has an adjacent paver patio which too, has been their for 40 years. The rear of the house has two bedrooms and a bathroom and it is not possible to construct a sunroom there. The variance is needed so the sunroom can be constructed on the side of the home using the existing entrance. Our measurements from the front of the sunroom to the curb

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of the street measure approximately 27'. This differs somewhat from the aerial view that is on file with the City.

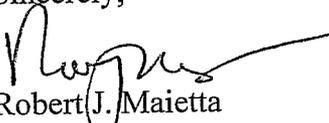
Just for informational purposes, the homeowners had an additional 33' of land on the side of their home, which was taken via public domain and purchased by the City, after the homeowners had originally purchased the property. A dead end road was constructed which now exists that leads the park area and water tower. Only one additional house is located on that side street and, it has a barn on the property which is located less than 25' from the street, which would be about what the sunroom would be located if the variance is granted.

The request for the variance is based on a situation that is unique to this parcel of land, in part because of the street that was added which requires more stringent set back requirements and, the location of the home's side entrance. This variance is not based on a desire to increase the value or income potential of the lot as the homeowners have lived there for 40 years and, are building this to continue to live there and accommodate Mrs. Stehr's physical challenges. This issue was not caused by anyone currently having an interest in the property and is not detrimental to the public welfare or the neighborhood. Finally, this variance will not increase traffic congestion, increase fire hazards, endanger the public safety, detrimentally affect property values or negatively affect the supply of light and air to adjacent properties.

On behalf of the homeowners I would ask that you approve this variance request.

Your consideration in this request is very much appreciated and if I can be of any further assistance please call me directly at 651-259-4306

Sincerely,

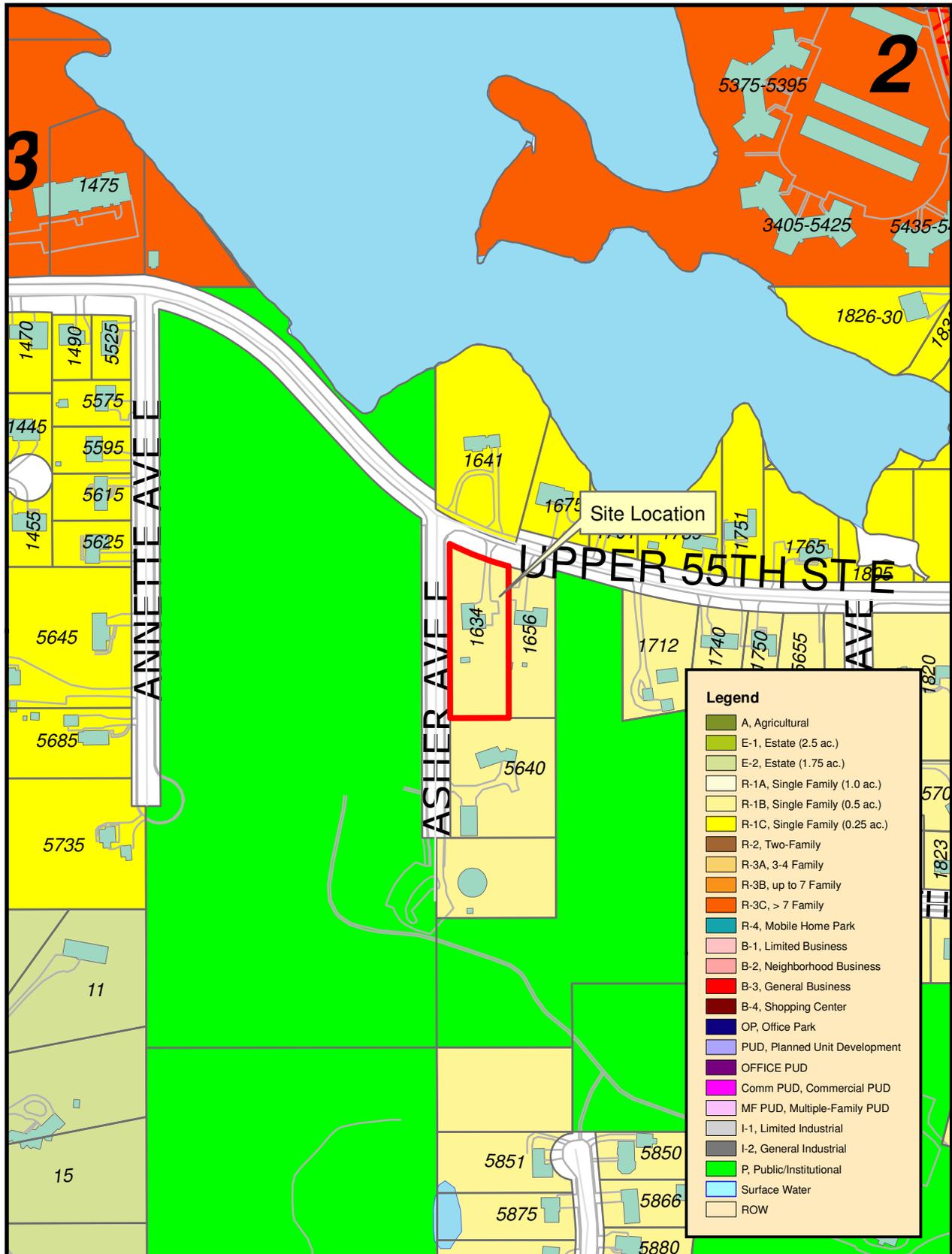


Robert J. Maietta
President

cc: Tom & Barbara Stehr



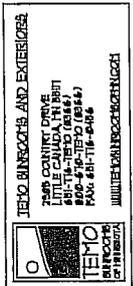
Location Map



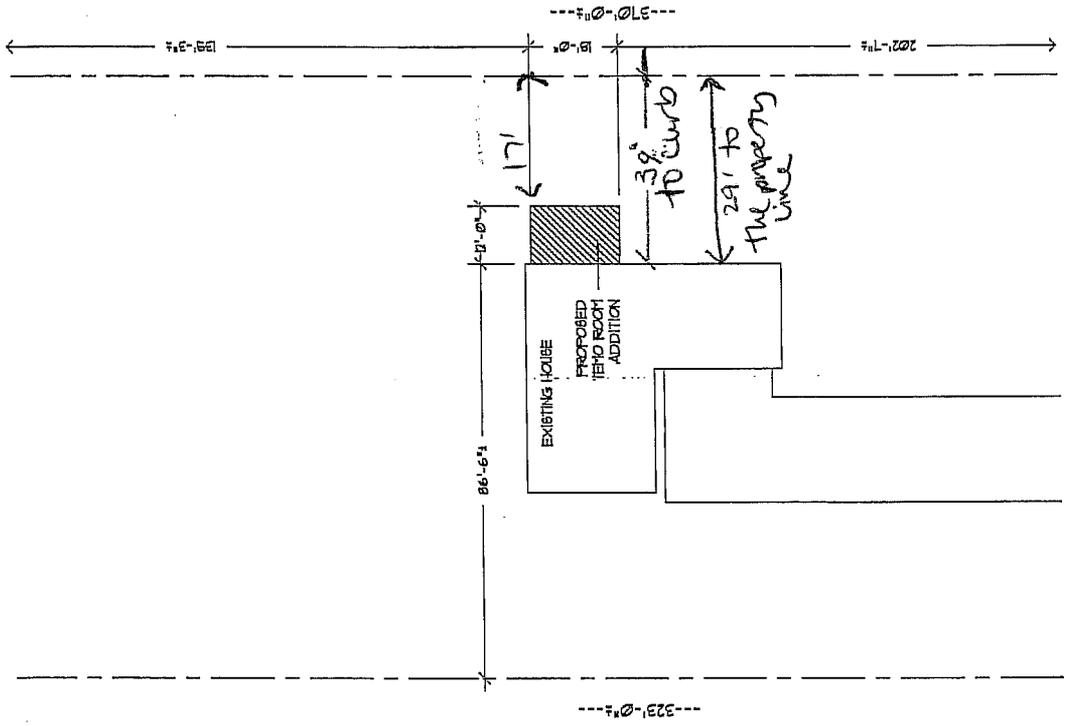


AI

DISCLAIMER NOTICE:
 TENO WILL BE RESPONSIBLE TO CALL GOMER STATE ONE CALL # 814-6669 TO LOCATE ALL BURIED PUBLIC UTILITIES. HOMEOWNER WILL BE RESPONSIBLE TO STAKE OR EXPOSE ANY PRIVATE UTILITIES OR LINES THAT MAY BE LOCATED UNDER OR NEAR THE PERMITS. PRIVATE UTILITIES ARE NOT TO BE DAMAGED OR DISTURBED. TENO WILL NOT BE RESPONSIBLE FOR DAMAGE TO ANY UTILITIES OR LINES THAT ARE NOT IDENTIFIED BY GOMER STATE ONE CALL. TENO WILL BE HELD RESPONSIBLE FOR ANY DAMAGE THAT MAY OCCUR, ALSO RESPONSIBLE TO RELOCATE PUBLIC OR PRIVATE LINES THAT ARE IN THE WAY OF CONSTRUCTION.



JOB NUMBER : TBD
 CUSTOMERS NAME : BARB & TOM STEHR
 ADDRESS : 1634 UPPER GROVE STREET EAST
 CITY / STATE / ZIP : INVER GROVE HEIGHTS, MN 55071
 HOME PHONE : 651-455-6980
 WORK PHONE : TBD
 CELL PHONE : 651-248-8884 (MR)
 EMAIL : TBD
 SALES REP : BOB MAIETTA & DON HOGAN
 DRAWING DATE : 06-06-10
 REVISION DATE : 06-09-10



PLANS REVIEWED AND APPROVED AS MARKED

DATE: _____

PROJECT MANAGER: _____

OWNER SIGNATURE: _____

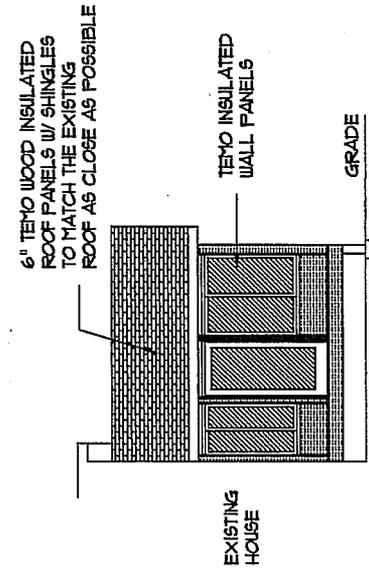
OWNER SIGNATURE: _____

CUSTOM ROOM SPECS	
ROOM COLOR:	WHITE
WALL STYLE:	406 SERIES
SOFFIT COLOR:	MATCH EXISTING
FASCIA COLOR:	MATCH EXISTING
CEILING FINISH:	BY OWNER
COMMON WALL FINISH:	BY OWNER

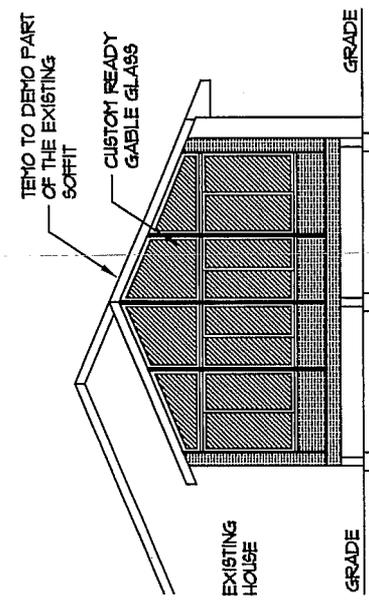
PLOT PLAN
 SCALE : 1" = 30'-0"

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 7800 COUNTRY DRIVE
 LITTLE CANADA, MN 55120
 651-714-7800 (TOLL FREE)
 FAX: 651-714-4888
 WWW.TEMPOBINSOCKS.COM

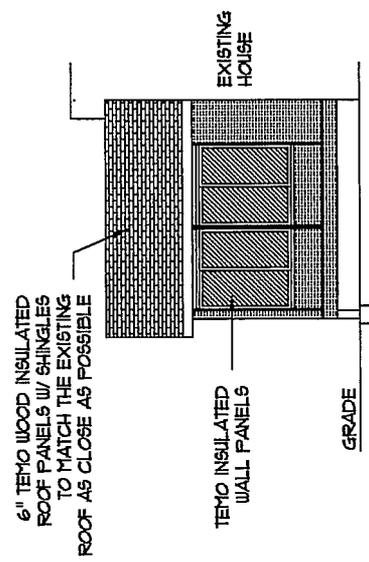
ELEVATIONS AS DRAWN
 ARE INTENDED FOR VISUAL
 REPRESENTATION ONLY!
 ACTUAL ROOM ELEVATIONS
 MAY DIFFER



LEFT ELEVATION
 SCALE: 1/8" = 1'-0"



FRONT ELEVATION
 SCALE: 1/8" = 1'-0"



RIGHT ELEVATION
 SCALE: 1/8" = 1'-0"

12" FTG. FLARED TO 24"
 • 42" BELOW GRADE
 TOP OF FTG. TO BE
 APPROX. 1/2" TO 3/4"
 ABOVE GRADE LINE
 (SEE DETAIL 3-A6)

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Livable Communities Act – Local Housing Incentives Account

Meeting Date: August 23, 2010
 Item Type: Regular Session
 Contact: Thomas J. Link: 651-450-2546
 Prepared by: Tom Link, Director of Community Development
 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 adoption of the “Resolution Electing to Continue Participating in the Local Housing Incentives Account Program Under the Metropolitan Livable Communities Act”, as attached.

BACKGROUND

The City has the opportunity to again participate in the Livable Communities Program. The Metropolitan Council provides cities with this voluntary opportunity every several years. The program is a voluntary, incentive-based approach to address regional affordable and life cycle housing needs while providing funds to cities to assist them in carrying out their development plan. Inver Grove Heights has participated in the program since its inception in the mid-1990’s.

To participate, the City must agree to goals for affordable housing and life cycle housing and work towards these goals throughout the next decade. Metropolitan Council’s approach to establishing goals is different from previous occasions since it now acknowledges the reality of limited funding that is available to cities. As a result, the goals are expressed as a range instead of a specific number.

The range for the affordable housing goal is between 610 to 871 dwelling units over the next decade. The high end of the range represents the City’s share of the region’s affordable housing needs, as reflected in the Metropolitan Council Development Guide and the Inver Grove Heights Comprehensive Plan. The low end of the range represents the number of units that the Metropolitan Council believes can be accomplished at the currently available funding levels.

Regarding the life cycle housing goal, the Metropolitan Council has established a range of 870 to 2652 dwelling units over the next decade. Life cycle housing is essentially multiple family housing. It includes affordable housing as well as housing for the young and seniors. The low end of the range represents a community’s share of the region’s affordable housing needs. The high end is the number of units permitted by the medium density, high density, and mixed use land use designations in the Inver Grove Heights Comprehensive Plan.

In exchange for establishing these housing goals, the Local Housing Incentives Account Program provides the City an opportunity to seek grants. The City has, in fact, made application for such a grant, in the amount of \$48,000, for the Concord Neighborhood Studies.

The City also has to prepare a Housing Action Plan by December 1, 2010. This plan can essentially be the recently adopted Comprehensive Plan and/or the recent recommendations of the Housing Task Force.

Staff recommends approval of the Resolution Electing to Continue Participating in the Local Housing Incentives Account Program Under the Metropolitan Livable Communities Act.

Enc: Resolution

cc: Housing Task Force

CITY OF INVER GROVE HEIGHTS

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

**RESOLUTION ELECTING TO CONTINUE PARTICIPATING IN THE LOCAL HOUSING
INCENTIVES ACCOUNT PROGRAM UNDER THE METROPOLITAN LIVABLE
COMMUNITIES ACT**

CALENDAR YEARS 2011 THROUGH 2020

WHEREAS, the Metropolitan Livable Communities Act (Minnesota Statutes sections 473.25 to 473.255) establishes a Metropolitan Livable Communities Fund which is intended to address housing and other development issues facing the metropolitan area defined by Minnesota Statutes section 473.121; and

WHEREAS, the Metropolitan Livable Communities Fund, comprising the Tax Base Revitalization Account, the Livable Communities Demonstration Account, the Local Housing Incentive Account and the Inclusionary Housing Account, is intended to provide certain funding and other assistance to metropolitan-area municipalities; and

WHEREAS, a metropolitan-area municipality is not eligible to receive grants or loans under the Metropolitan Livable Communities Fund or eligible to receive certain polluted sites cleanup funding from the Minnesota Department of Employment and Economic Development unless the municipality is participating in the Local Housing Incentives Account Program under Minnesota Statutes section 473.254; and

WHEREAS, the Metropolitan Livable Communities Act requires the Metropolitan Council to negotiate with each municipality to establish affordable and life-cycle housing goals for that municipality that are consistent with and promote the policies of the Metropolitan Council as provided in the adopted Metropolitan Development Guide; and

WHEREAS, previously negotiated affordable and life-cycle housing goals for municipalities participating in the Local Housing Incentives Account Program expire in 2010; and

WHEREAS, a metropolitan-area municipality can participate in the Local Housing Incentives Account Program under Minnesota Statutes section 473.254 if: (a) the municipality elects to participate in the Local Housing Incentives Program; (b) the Metropolitan Council and the municipality successfully negotiate new affordable and life-cycle housing goals for the municipality; (c) the Metropolitan Council adopts by resolution the new negotiated affordable and life-cycle housing goals for the municipality ;and (d) the municipality establishes it has spent or will spend or distribute to the Local Housing Incentives Account the required Affordable and Life-Cycle Housing Opportunities Amount (ALHOA) for each year the municipality participates in the Local Housing Incentives Account Program.

Res. No. _____

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Inver Grove Heights:

1. Elects to participate in the Local Housing Incentives Program under the Metropolitan Livable Communities Act for calendar years 2011 through 2020.
2. Agrees to the following affordable and life-cycle housing goals for calendar years 2011 through 2020:

Affordable Housing Goals Range	Life-Cycle Housing Goals Range
610 to 871 dwelling units	870 to 2652 dwelling units

Passed by the City Council of the City of Inver Grove Heights on the _____ day of _____, 2010.

AYES:
NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Approval of the Mississippi River Regional Trail – Cahill to MN DOT Frontage Road

Meeting Date: August 23, 2010
 Item Type: Regular Agenda
 Contact: Eric Carlson – 651.450.2587
 Prepared by: Eric Carlson
 Reviewed by: Eric Carlson – Parks & Recreation

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

PURPOSE/ACTION REQUESTED

Approve the alignment of the Mississippi River Regional Trail from Cahill to the MN DOT frontage road. It is recommended that the Council approve the Park Lake option.

Note:

Dakota County will have to prepare plans and specifications once the alignment has been decided. Once plans and specifications are developed, the City Council will need to provide for their approval which will come at a future meeting.

SUMMARY

The Mississippi River Regional Trail will generally be an off-road, two-way, multi-use trail with a 20' easement and a 10' bituminous surface. The design speed for the trail is 20 mph. The Mississippi River Regional Trail will extend over 27 miles along the Mississippi River - from South St. Paul to Hastings - providing scenic views of the river and connections to local parks and trails.

Much of the trail has already been constructed in Inver Grove Heights. Along Concord Blvd., there is a short gap that the County is trying to secure funding for. The section along Cahill to the MN DOT frontage road is funded and construction is scheduled to begin next year.

On May 19th the County hosted an Open House at the VMCC in an effort to get public feedback about the trail. At the meeting a preferred alignment was shown placing the trail along Inver Grove Trail. A number of comments were received from neighbors and Ms. Mary Ann Richter regarding the impact the proposed alignment would have on her property. Ms. Richter and the County have been discussing the alignment and potential mitigation efforts.

On July 14th the Park and Recreation Commission met and is recommending the Park Lake Trail Option.

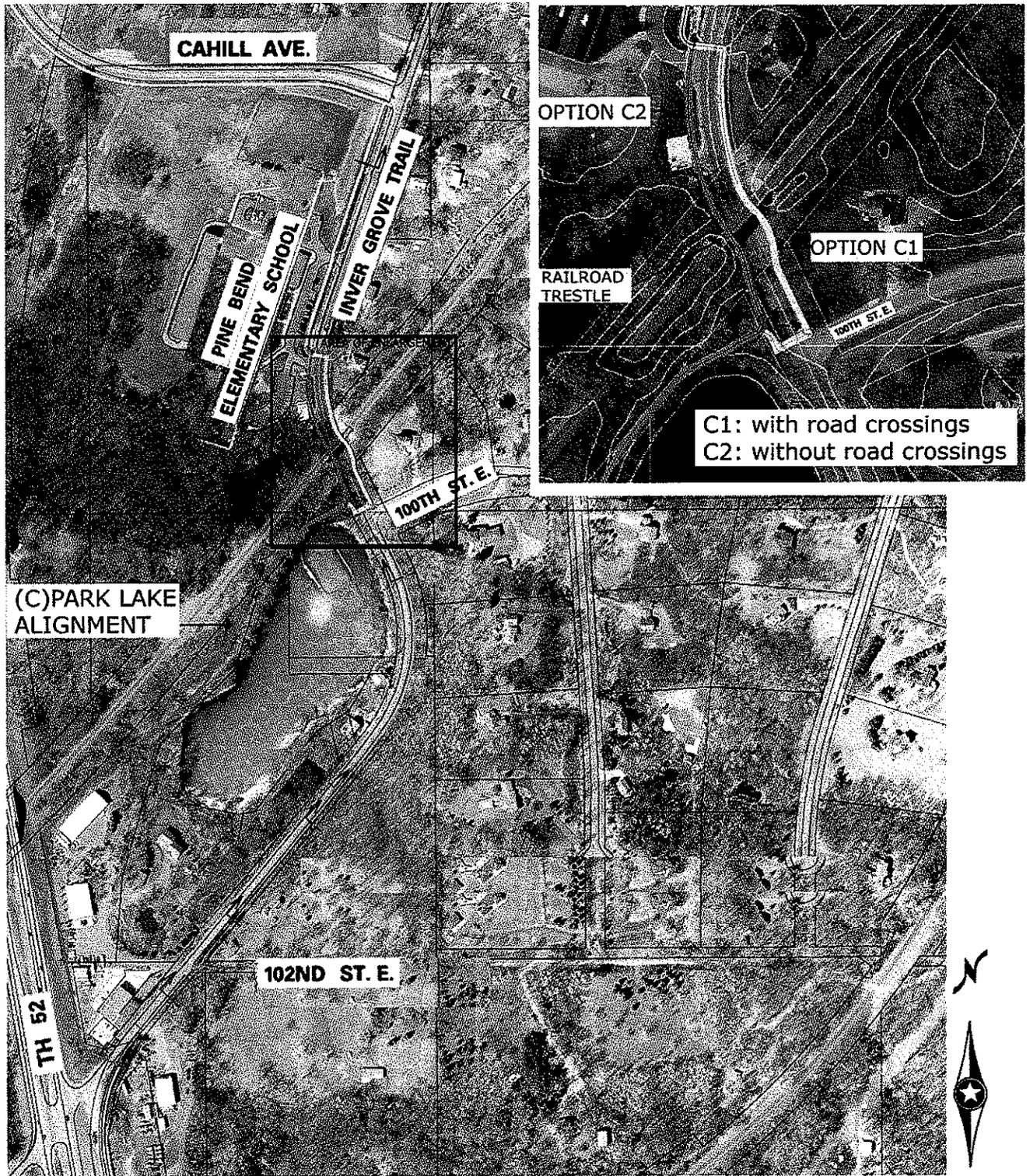
Bruce Blair, from Dakota County, will be in attendance to present the information.

The tentative schedule is as follows:

August 24, 2010	Dakota County Board of Commissioners
September – December 2010	Design and Right-of-Way Acquisition
January 2011	Project Authorization
Spring 2011	Construction

Attachment A: MRRT Central Segment Location Alignment Alternatives Map

Mississippi River Regional Trail Central Segment



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Accept Proposal from SRF to Conduct an Improvement Cost Allocation Analysis for the Pending Assessments on City Project No. 2000-10 – TH 52/117th Street Interchange

Meeting Date: August 23, 2010
 Item Type: Regular
 Contact: Thomas J. Kaldunski, 651.450.2572
 Prepared by: Thomas J. Kaldunski, City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director

SA

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: Assessments

PURPOSE/ACTION REQUESTED

Authorize the hiring of SRF Consulting Group, Inc. to prepare an improvement cost allocation analysis to assist the City in assessing the project costs for City Project No. 2000-10.

SUMMARY

The City of Inver Grove Heights was the lead agency on this improvement project (2000-10) which constructed a new interchange at TH 52 and 117th Street. The project included a new bridge at TH 52 and three signals at nearby intersections. This project was completed with a Cooperative Agreement involving Mn/DOT, Inver Grove Heights and other agencies at the federal level. SRF Consulting Group was the engineer of record on the project.

The City's share of the construction is approximately \$410,000. The Feasibility Study and preliminary assessment roll prepared by SRF outlined the assessment area for the project (see attached map). The project costs were to be allocated based on the traffic generated by existing and future developments using trip generations following ITE guidelines. The Feasibility Study presented a number of alternatives for calculating assessments. At the time that the project was ordered, no consensus could be reached on an assessment calculation method. It was decided that this would be determined as part of the assessment process.

This project was started in 2000 and the final construction was completed in 2006. This complex project required a multi-year approach to reduce the impact on the TH 52 traffic. In addition, the multi-agency nature of the funding required a significant amount of time to finalize the project costs and establish the City's share of the funding.

Since the original study was done, there have been industry improvements in the method of allocating project costs based on trip generations. There has also been a significant amount of local change and development in the area prompted by such projects as the Southern Trunk Sanitary Sewer east and west segments, Clark Road improvements, East Service Drive and Briggs Avenue sanitary sewer improvements. The changes to this area have been significant enough to justify an update to the cost allocation.

The City has approached SRF for a proposal to update the cost allocations in 2010. This analysis will become the basis of the final assessments for the project. The analysis will include a review of the cost allocations to the originally notified assessment area and a second analysis will be done to review the effects of the City improvements on the traffic that benefitted from the interchange. The City will be able to assess the original property owners and may consider collecting some funds through development agreements for parcels that were not originally included in the improvement area.

The complexity of assessing costs based on traffic generation justifies the use of a consultant for the analysis. SRF has submitted the attached proposal for this scope of work in the budget amount of \$28,700. This amount includes a significant educational effort such as meeting with the affected properties to educate them on the trip generation based cost allocations. It is recommended that the City Council authorize SRF to conduct the improvement cost allocation analysis for City Project 2000-10 – TH 52/117th Interchange. This will assist the City in assessing the project costs. SRF was recommended because of their knowledge and experience with the project.

TJK/kf

Attachments: August 17, 2010 SRF Proposal
 Map of original assessment area

August 17, 2010

Thomas Kaldunski, P.E.
City Engineer
CITY OF INVER GROVE HEIGHTS
8150 Barbara Avenue
Inver Grove Heights, MN 55077

SUBJECT: SCOPE OF SERVICES FOR TH 52/117TH STREET SIGNAL SYSTEM
IMPROVEMENT COST ALLOCATION ANALYSIS

Dear Mr. Kaldunski:

We are very pleased to submit this proposal to provide professional services to prepare a cost allocation analysis for the TH 52/117th Street signal system improvements in the City of Inver Grove Heights. This project will reestablish the costs associated with these improvements and allocate them to the appropriate existing and future developments/redevelopments, based on vehicular trips identified in the traffic model and potential redevelopment land area.

Based on our meeting, we recommend that the cost allocation and assessment area included in the preliminary assessment public hearing is used in our proposed cost allocation analysis. For additional parcels that need to be added in the assessment area, due to changes that have occurred since 2002, they can be included in the overall calculations and collected later in future development agreements.

SCOPE OF SERVICES

The scope of our services, as we understand it, is to perform the following tasks:

Roadway Infrastructure Improvement Cost Allocation

1. Work with the city to define the appropriate land use assumptions to apply to future developments/redevelopments in the area. The city will be expected to provide detailed land use data that applies directly to the ITE Trip Generation land use type and codes.
2. Collect p.m. peak hour counts at the three key intersections to gather baseline data for comparison purposes against trip generation estimates of the existing land uses in the cost allocation and assessment area. In addition, we will collect area observations related to adjacent development activity (i.e., Koch Refinery).

3. Estimate the trip generation associated with each existing and planned development/redevelopment in the area during the a.m. and p.m. peak hour and on a daily basis. Determine the appropriate local and regional trip distribution based on parcel location and origin/destination desire. The Metropolitan Council regional model can be used to determine general travel patterns for the area.
4. Develop a "Traffix" model of the defined study area for existing and future (year 2030) conditions, based on existing and planned developments/redevelopments in the area. The model will include a.m. and p.m. peak hour and daily conditions for the three key intersections.
5. Compare the existing baseline count data obtained in Task 2 with the trip generation estimates distributed through the three key intersections to validate the model.
6. Determine the appropriate cost allocation for those parcels identified in the area to be assessed based on the following:
 - Allocate costs for the traffic signal improvements to the same area identified as part of the initial assessment notice (see Figure 2: Individual Parcels in the Study Area, from the TH 52/117th Street Signal Assessment Feasibility Study, dated August 6, 2002). Please note that 100 percent of the improvement costs will be assessed to these parcels.
 - Allocate costs for the traffic signal improvements to an expanded area that includes the parcels identified in the initial assessment notice and additional parcels identified by the city. The city will determine which additional parcels to include as part of this scenario. Please note that the cost allocation for the parcels outside of the initial assessment notice area will be considered a city cost and may be collected at a later date via development agreement.
7. Review final project costs for all recommended roadway improvements, as provided by the city.
8. Develop detailed cost-allocation matrices to display the percent breakdown by existing and future trip percentages, as well as related costs for each improvement.
9. Prepare a draft memorandum describing the study methodology, land use assumptions, and cost allocation/assessment. The city will prepare an updated parcel map of the cost allocation and assessment area.
10. Make revisions as appropriate based on City review and prepare final memorandum.

Project Management and Meetings

1. Provide day-to-day project management and administration, as well as project coordination with City staff.

2. Prepare for and attend up to five meetings. This includes the following:
 - One city staff coordination meeting to confirm the cost allocation and assessment area and other additional parcels that need to be included in the cost allocation analysis. Determine the appropriate land use assumptions to apply to future developments/redevelopments in the area. This meeting includes the attendance of two SRF staff.
 - One property owner informational meeting to outline the study process, schedule and answer questions. It is anticipated that this meeting will include formal presentation of the project findings with a PowerPoint presentation and in depth interaction and meeting facilitation. The tasks cost estimate reflects this assumption. This meeting includes the attendance of two SRF staff.
 - One City Council work-session meeting prior to the formal City Council meeting at which the public hearing will be set. The depth of our involvement at this meeting would include a formal presentation of the process involved and resultant assessment information. This meeting includes the attendance of one SRF staff.
 - One formal City Council meeting to set the public hearing for the property owner assessment. The depth of our involvement at this City Council meeting would be “question and answer” in nature; formal presentation is not included in this tasks cost estimate. This meeting includes the attendance of one SRF staff.
 - One public hearing to present the study findings and discuss methodology. It is anticipated that this meeting will include formal presentation of the project findings with a PowerPoint presentation and in depth interaction and meeting facilitation. The tasks cost estimate reflects this assumption. This meeting includes the attendance of two SRF staff.

In the event fewer or additional meetings are necessary, the project scope will be amended and a cost estimate agreed upon. It is assumed that city staff will be responsible for preparing and sending meeting notices to the involved property owners.

3. Respond to property owner inquiries into the assessment process throughout the study. This task accounts for property owner interaction that may not occur during the scheduled meetings listed above (via phone call or in person meetings/interviews).

BASIS OF PAYMENT

We propose to be reimbursed for our services on an hourly basis at the approved City rates for actual time expended. The project cost includes out-of-pocket expenses (printing, reproduction, etc.), billed at cost, and mileage, which will be billed at a rate not to exceed the IRS allowance for business miles. Invoices would be submitted on a monthly basis for work performed during the previous month, with payment due within 30 days.

Based on our understanding of the work requested, the total cost of our services for this project is estimated at \$28,700, which includes \$10,500 for project management duties and meetings. The estimated cost is based on the scope of services provided. It is understood that if the scope or the extent of work is adjusted at any time, the project cost will be adjusted accordingly, upon your approval.

NOTICE TO PROCEED

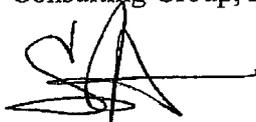
A signed copy of this proposal or a separate letter of authorization returned to this office will serve as notice to proceed. We will begin the work immediately thereupon and will complete the project within the requested time schedule.

We sincerely appreciate your consideration and hope that we may look forward to working with you on this project. Please feel free to contact us if additional information regarding the subject is required or if you have any questions concerning our proposal.

Sincerely,

APPROVED

SRF Consulting Group, Inc.



(signature)

Craig S. Vaughn, P.E., PTOE
Senior Associate

Name



Title

Marie K. Cote, P.E.
Principal

Date

cc: David Hutton, SRF Consulting Group, Inc.

This cost proposal is valid for a period of 90 days. SRF reserves the right to adjust its cost estimate after 90 days from the date of this proposal

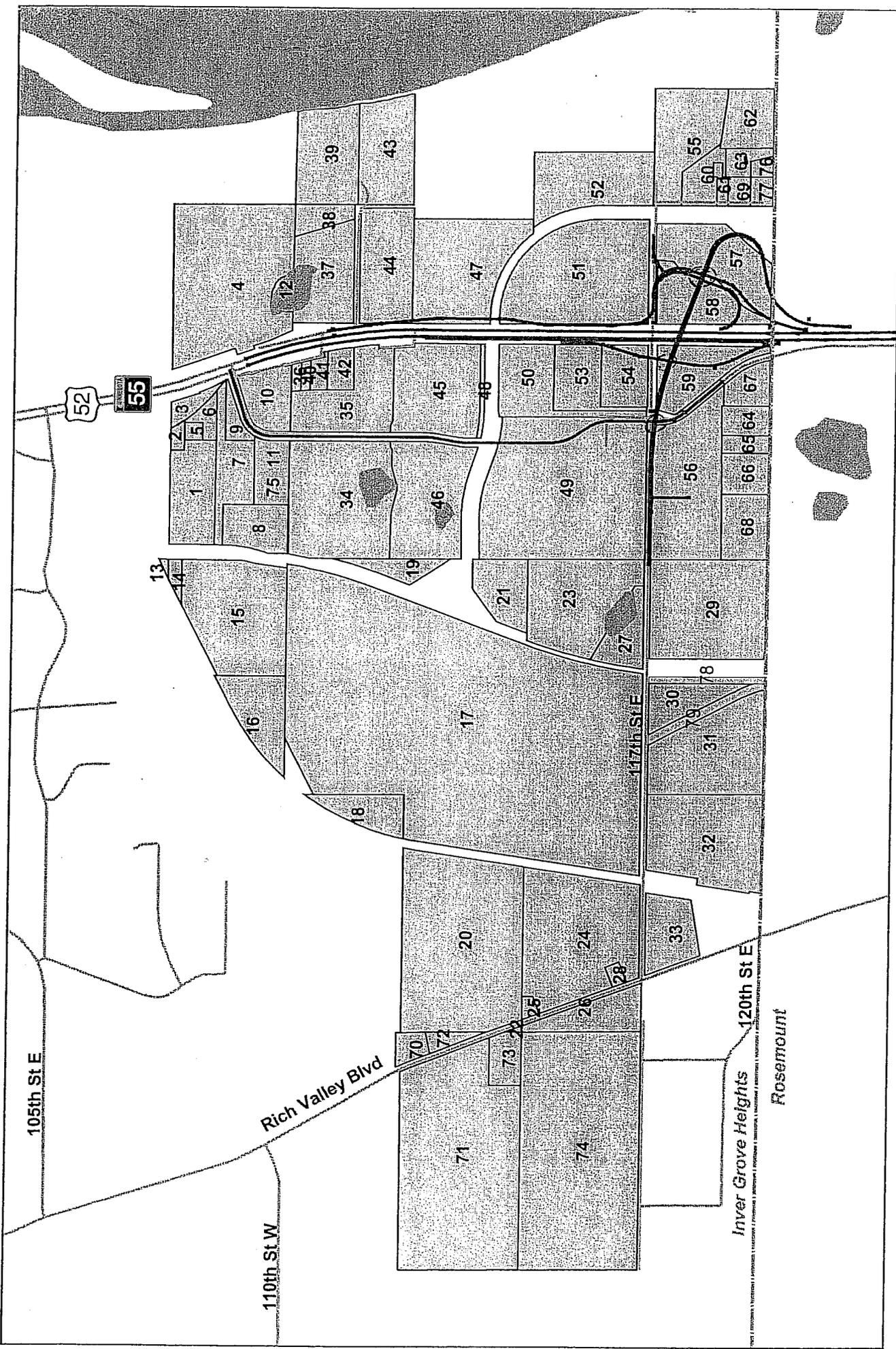


Figure 2

INDIVIDUAL PARCELS IN THE STUDY AREA

TH 52 / 117TH ST SIGNAL ASSESSMENT FEASIBILITY

City of Inver Grove Heights



CONTRACT NUMBER: 09/0902

0024514

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Resolution Approving Agreement for Sanitary Sewer to serve Praxair, Inc. from Clark Road

Meeting Date: August 23, 2010
 Item Type: Regular *TSK*
 Contact: Thomas J. Kaldunski, 651.450.2572
 Prepared by: Thomas J. Kaldunski, City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director *SDT*

Fiscal/FTE Impact:	
<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

Resolution approving agreement for sanitary sewer to serve Praxair, Inc. from Clark Road.

SUMMARY

Following the construction of City Project No. 2003-03 (Southern Sanitary Sewer), the owners of Praxair, Inc. requested that a sanitary sewer lateral be extended to serve their facilities. They desired to have it constructed, because they are also planning some private sewer construction within their site at the same time.

Praxair, Inc. has been working closely with City staff in this sewer construction project (see attached plan). Praxair, Inc. will build a public sewer across land owned by Xcel Energy. Praxair, Inc. has been working with Xcel to secure a public drainage and utility easement. Praxair, Inc. will also provide a public drainage and utility easement. The construction plans for the public sewer extension have been approved by the City Engineer and permitted by MPCA/MCES. The construction is ready to start this fall.

The City has now received an application from the property owners to install the sanitary sewer lateral on the easements and to connect the buildings to this sewer. The Engineering and Building and Inspections Divisions have worked with the applicants to revise the plans to meet the City's standards. The City Attorney's office has prepared the attached improvement agreement that memorializes the construction responsibilities of the applicant and the responsibilities of the City to maintain and operate the sanitary sewer. This is a standard agreement used for developer-installed public infrastructure. The public sewer will be accepted by the City following completion of the project easements from Praxair, Inc. and Xcel Energy. The agreement will then be recorded on behalf of the City.

I recommend that the City Council adopt the resolution approving the agreement.

SDT/kf

- Attachments: Location Map
 Resolution
 Sewer construction plan
 Improvement agreement
 Praxair, Inc. easement
 Xcel Energy easement

105TH STE

Clark Road

T.H. 52

111TH STE

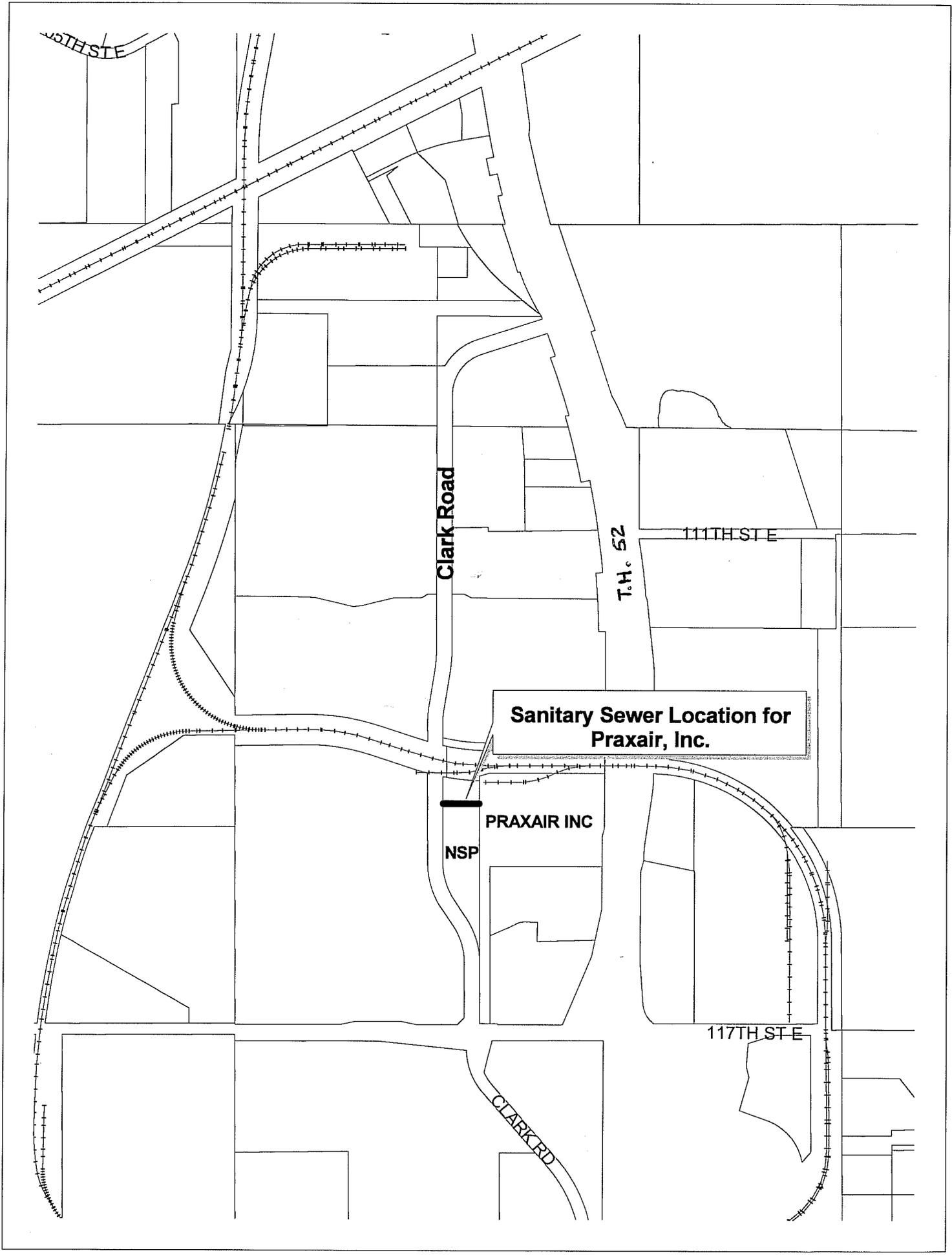
Sanitary Sewer Location for Praxair, Inc.

PRAXAIR INC

NSP

117TH STE

CLARK RD



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

RESOLUTION NO. _____

**RESOLUTION APPROVING AN IMPROVEMENT AGREEMENT RELATED TO
CONSTRUCTION OF A PUBLIC LATERAL SANITARY SEWER LINE FROM CLARK
ROAD TO SERVE PRAXAIR, INC. IN INVER GROVE HEIGHTS, DAKOTA COUNTY,
MINNESOTA**

WHEREAS, Praxair, Inc. has approached the City of Inver Grove Heights requesting permission to extend a public sewer across an easement granted by Xcel Energy to serve their industrial facility; and

WHEREAS, in order to provide sanitary sewer service to properties within the plat, the Developer wishes to install a public lateral sanitary sewer line across easements granted by Praxair, Inc. and Xcel Energy within the public drainage and utility easement and private sanitary sewer service lines from Clark Road to Praxair, Inc. site at Lot 1, Block 1, Praxair Addition in the City of Inver Grove Heights pursuant to the set of plans identified in Exhibit A of the Improvement Agreement between the City and Developer dated August 23, 2010.

WHEREAS, in conjunction with the City allowing the Developer to install the public lateral sanitary sewer line and private service lines, the City has agreed to approve the Improvement Plans on the condition that the Developer enter into the attached Improvement Agreement, which contract defines the work which the Developer undertakes to complete.

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

1. The City Council hereby approves the attached Improvement Agreement Related to Construction of Public Lateral Sanitary Sewer Line to Serve Praxair, Inc. at Lot 1, Block 1, Praxair Addition in Inver Grove Heights, Dakota County, Minnesota.
2. The Mayor and Deputy City Clerk are authorized to execute the attached Improvement Agreement Related to Construction of Public Lateral Sanitary Sewer Line along from Clark Road to serve Praxiar. Inc. at Lot 1, Block 1, Praxair Addition in Inver Grove Heights, Dakota County, Minnesota.
3. The City Attorney is hereby authorized to record the public drainage and utility easements across the lands owned by Xcel Energy and Praxair, Inc. as outlined in the attached documents.

Passed this 23rd day of August, 2010.

George Tourville, Mayor

ATTEST:

Melissa Rheume, Deputy Clerk

IMPROVEMENT AGREEMENT

FOR

**LOT 1, BLOCK 1,
PRAXAIR ADDITION**

**CITY OF INVER GROVE HEIGHTS
IMPROVEMENT AGREEMENT
FOR LOT 1, BLOCK 1
PRAXAIR ADDITION**

THIS AGREEMENT, made and entered into on the 23rd day of August, 2010 by and between the City of Inver Grove Heights, a municipality of the State of Minnesota, (hereinafter called the City), and Developer identified herein.

RECITALS:

WHEREAS, the Developer has applied to the City for approval of the Development Plans;

WHEREAS, under authority granted to it, including Minnesota Statutes Chapters 412, 429, and 462, the Council has agreed to approve the Development Plans on the following conditions:

1. That the Developer enter into this Improvement Agreement, which contract defines the work which the Developer undertakes to complete; and
2. The Developer shall provide a cash deposit or letter of credit in the amount and with conditions satisfactory to the City, providing for the actual construction and installation of such improvements within the period specified by the City.

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

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

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

ARTICLE 1
DEFINITIONS

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

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

1.3 Owner. "Owner" means Praxair, Inc., a Delaware corporation, and its successors and assigns.

1.4 Developer. "Developer" means Praxair, Inc., a Delaware corporation, and its successors and assigns.

1.5 Subject Property. "Subject Property" means the following real property located in the City of Inver Grove Heights, Dakota County, Minnesota, described as follows:

Lot 1, Block 1, PRAXAIR ADDITION,

EXCEPT

That part of Lot 1, Block 1, PRAXAIR ADDITION, shown as Parcel 433G on Minnesota Department of Transportation Right of Way Plat Numbered 19-141 as the same is on file and of record in the office of the County Recorder and Registrar of Titles in and for Dakota County, Minnesota., according to the recorded plat thereof and situate in Dakota County, Minnesota.

(part abstract property and part Torrens property, Certificate No. 129372)

1.6 Development Plans. "Development Plans" means all the plans, drawings, specifications and surveys identified on the attached Exhibit A, and hereby incorporated by reference and made a part of this Improvement Agreement.

1.7 Improvement Agreement. "Improvement Agreement" means this instant contract by and between the City and Developer.

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

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

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

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

1.12 Other Regulatory Agencies. "Other Regulatory Agencies" means and includes, individually and collectively, the following:

- a.) Minnesota Department of Transportation
- b.) Dakota County
- c.) Dakota County Highway Department

- d.) Watershed District
- e.) Water Management Organization
- f.) Metropolitan Council
- g.) any other regulatory or governmental agency or entity affected by, or having jurisdiction over the Developer Improvements.

1.13 Utility Companies. "Utility Companies" means and includes, jointly and severally, the following:

- a.) utility companies, including electric, gas and cable;
- b.) pipeline companies.

1.14 Prior Easement Holders. "Prior Easement Holders" means and includes, jointly and severally, all holders of any easements or other property interests in the Subject Property.

1.15 Developer Improvements. "Developer Improvements" means and includes, individually and collectively, all the improvements identified in Article 3 and on the attached Exhibit B.

1.16 Developer Public Improvements. "Developer Public Improvements" means and includes, individually and collectively, all the improvements identified and checked on the attached Exhibit B that are further labeled "public". Developer Public Improvements are improvements to be constructed by the Developer within public right-of-way or public easements and which are to be approved and later accepted by the City. Developer Public Improvements are part of Developer Improvements.

1.17 Developer Default. "Developer Default" means and includes, individually and collectively, any of the following or any combination thereof:

- a.) failure by the Developer to timely pay the City any money required to be paid under the Improvement Agreement;
- b.) failure by the Developer to timely construct the Developer Improvements according to the Development Plans and the City standards and specifications;
- c.) failure by the Developer to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Improvement Agreement;

d.) breach of the Developer Warranties.

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

1.19 Developer Warranties. "Developer Warranties" means that the Developer hereby warrants and represents the following:

- A. Authority.** Developer has the right, power, legal capacity and authority to enter into and perform its obligations under this Improvement Agreement, and no approvals or consents of any persons are necessary in connection with the authority of Developer to enter into and perform its obligations under this Improvement Agreement.
- B. No Default.** Developer is not in default under any lease, contract or agreement to which it is a party or by which it is bound which would affect performance under this Improvement Agreement. Developer is not a party to or bound by any mortgage, lien, lease, agreement, instrument, order, judgment or decree which would prohibit the execution or performance of this Improvement Agreement by Developer or prohibit any of the transactions provided for in this Improvement Agreement.
- C. Present Compliance With Laws.** Developer has complied with and to the best of its knowledge is not in violation of applicable federal, state or local statutes, laws, and regulations including, without limitation, permits and licenses and any applicable zoning, environmental or other law, ordinance or regulation affecting the Subject Property and the Development Plans and the Developer Improvements; and Developer is not aware of any pending or threatened claim of any such violation.
- D. Continuing Compliance With Laws.** Developer will comply with all applicable federal, state and local statutes, laws and regulations including, without limitation, permits and licenses and any applicable zoning, environmental or other law, ordinance or regulation affecting the Development Plans and the Developer Improvements.
- E. No Litigation.** There is no suit, action, arbitration or legal, administrative or other proceeding or governmental investigation pending, or to the best knowledge of Developer threatened against or affecting Developer or the Subject Property or the Development Plans or the Developer Improvements. Developer is not in default with respect to any order, writ, injunction or decree of any federal, state, local or foreign court, department, agency or instrumentality.

- F. **Full Disclosure.** None of the representations and warranties made by Developer or made in any exhibit hereto or memorandum or writing furnished or to be furnished by Developer or on its behalf contains or will contain any untrue statement of material fact or omit any material fact the omission of which would be misleading.
- G. **Warranty On Proper Work and Materials.** The Developer warrants all work required to be performed by it under this Improvement Agreement against defective material and faulty workmanship for a period of two (2) years after its completion and acceptance by the City. With respect to matters covered by the warranty, the Developer shall be solely responsible for all costs of performing repair work arising within said two (2) year period required by the City within thirty (30) days of notification.
- H. **Obtaining Permits.** The Developer shall obtain in a timely manner and pay for all required permits, licenses and approvals, and shall meet, in a timely manner, all requirements of all applicable, local, state and federal laws and regulations which must be obtained or met before the Developer Improvements may be lawfully constructed.
- I. **Fee Title.** Owner owns fee title to the Subject Property.

1.20 City Warranties. “City Warranties” means that the City hereby warrants and represents as follows:

- A. **Organization.** City is a municipal corporation duly incorporated and validly existing in good standing the laws of the State of Minnesota.
- B. **Authority.** City has the right, power, legal capacity and authority to enter into and perform its obligations under this Improvement Agreement.

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

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

If to Developer and Owner: Praxair, Inc.
 Attention: Jerry Vereeke
 11499 Courthouse Boulevard
 Inver Grove Heights, MN 55077

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

ARTICLE 2
APPROVAL OF DEVELOPMENT PLANS

2.1. Approval of Development Plans. The Development Plans are hereby approved by the City.

2.2 Recording of Improvement Agreement. The Developer shall record the Improvement Agreement with the County Recorder by November 15, 2010. The Developer will not be allowed to hook-up to the City sanitary sewer until the Developer shows evidence to the City that the Improvement Agreement has been recorded with the County Recorder.

ARTICLE 3
DEVELOPER IMPROVEMENTS

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

3.2 Ground Material. The Developer shall insure that adequate and suitable ground material shall exist in the areas of utility improvements to be made by Developer and shall guarantee the removal, replacement or repair of substandard or unstable material. The cost of said removal, replacement or repair is the responsibility of the Developer.

3.3 Drainage Plan and Easements. The Developer shall construct drainage facilities adequate to serve the Subject Property in accordance with the Development Plans. The Developer agrees to grant to the City all necessary easements for the preservation of the drainage system, for drainage basins and for utility service. All such easements required by the City shall be on the Subject Property and in writing, in recordable form, and on the standard easement form of the City, and on such other terms and conditions as the City shall determine; such easements shall be delivered to the City contemporaneously with execution of this Improvement Agreement.

3.4 Erosion Control. The Developer shall be responsible for all damage caused as the result of any grading and excavation within the Subject Property including, but not limited to, restoration of existing control structures and clean-up of public right-of-way until improvements are completed. The City reserves the right to perform any necessary erosion control or restoration as required, if requirements are not complied with after Formal Notice by the City as stated in Article 12. The Developer shall be financially responsible for payment for this extra work.

ARTICLE 4 **OTHER PERMITS**

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

ARTICLE 5 **OTHER DEVELOPMENT REQUIREMENTS**

5.1 Miscellaneous Requirements. Any additional requirements for approval of the Development Plans as specified by the Council are incorporated herein, as set forth in Exhibit C.

ARTICLE 6 **DEVELOPER PUBLIC IMPROVEMENTS**

6.1 Approval of Contractors and Engineer. Any contractor or engineer preparing plans and specifications selected by the Developer to design, construct or install any Developer Public Improvements must be approved in writing by the Director of PWD.

6.2 Construction. The construction, installation, materials and equipment related to Developer Public Improvements shall be in accord with the Development Plans. The Developer shall cause the contractors to furnish the PWD a written schedule of proposed operations, subcontractors and material suppliers, at least five (5) days prior to commencement of construction work. The Developer shall notify the City in writing, coordinate and hold a pre-construction conference with all affected parties at least three (3) days prior to starting construction of any Developer Public Improvements.

6.3 Inspection. The PWD or its designated representative shall periodically inspect the work installed by the Developer, its contractors, subcontractors or agents. The Developer shall notify the PWD two (2) working days prior to the commencement of the laying of utility lines,

subgrade preparation or any other improvement work which shall be subsequently buried or covered to allow the City an opportunity to inspect such improvement work. Upon receipt of said notice, the City shall have a reasonable time, not to be less than three (3) working days, to inspect the improvements. Failure to notify the City to allow it to inspect said work shall result in the City's right pursuant to Article 13 to withhold the release of any portion of the escrow amount resulting from work being performed without the opportunity for adequate City inspection.

6.4 Faithful Performance of Construction Contracts. The Developer shall fully and faithfully comply with all terms of any and all contracts entered into by the Developer for the installation and construction of all of the Developer Public Improvements; and the Developer shall obtain lien waivers. Within thirty (30) days after Formal Notice, the Developer agrees to repair or replace, as directed by the City and at the Developer's sole cost and expense, any work or materials relating to Developer Public Improvements that within the warranty periods of Section 1.19(G) become defective or damaged in the opinion of the City.

6.5 City Acceptance. The Developer shall give Formal Notice to the City within thirty (30) days once Developer Public Improvements have been completed in accord with this Development Contract and the ordinances, City standards and specifications and the Development Plans. The City shall then inspect the Developer Public Improvements and notify the Developer of any Developer Public Improvements that do not so conform. Upon compliance with this Development Contract and City ordinances, standards and specifications, and the Development Plans, the Developer Public Improvements shall become the property of the City upon Formal Notice of acceptance by the City. After acceptance, the Developer Public Improvements become the property of the City, and the Developer shall have no responsibility with respect to maintenance of the Developer Public Improvements except as provided in Section 1.19(G). If the Developer Public Improvements do not conform, Formal Notice shall be given to the Developer of the need for repair or replacement or, in its discretion, the City may proceed under Article 12.

6.6 Engineering Submittals Required. One (1) copy, on polyester film, of the detailed record plan "as built" drawings of the Developer Improvements shall be provided by the Developer in accord with City standards no later than 90 days after completion and acceptance of the Developer Improvements by the City, unless otherwise approved in writing by the PWD. In addition, final quantity tabulations shall be required, which must include the following items:

1. As built plan prepared and signed by a registered engineer or registered land surveyor, in an electronic format.
2. Final as-built information shall be submitted in an electronic format compatible with the City's Geographic Information System (GIS). All information must be on the Dakota County coordinates system. Compatible formats are AUTOCAD 2000 .DWG or .DXF files on compact disk. As-built drawings shall also be scanned and stored as images in .TIFF files on compact disk.

ARTICLE 7
RESPONSIBILITY FOR COSTS

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

7.2 City Miscellaneous Expenses. The Developer shall reimburse the City for all reasonable engineering, administrative, legal and other expenses incurred or to be incurred by the City in connection with this Improvement Agreement, and Development Plan approval and acceptance and authorization of improvements. Bills not paid within thirty (30) days shall accrue interest at the rate of eight percent per year.

7.3 Enforcement Costs. The Developer shall pay the City for costs incurred in the enforcement of this Improvement Agreement, including engineering and reasonable attorneys' fees.

7.4 Time of Payment. The Developer shall pay all bills from the City within thirty (30) days after billing. Bills not paid within thirty (30) days shall bear interest at the rate of 8% per year.

ARTICLE 8
DEVELOPER WARRANTIES

8.1 Statement of Developer Warranties. The Developer hereby makes and states the Developer Warranties.

ARTICLE 9
CITY WARRANTIES

9.1 Statement of City Warranties. The City hereby makes and states the City Warranties.

ARTICLE 10
INDEMNIFICATION OF CITY

10.1 Indemnification of City. Provided the City is not in Default under the Improvement Agreement with respect to the particular matter causing the claim, loss or damage, Developer shall indemnify, defend and hold the City, its Council, agents, employees, attorneys and representatives harmless against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties and attorneys' fees, that the City incurs or suffers, which arise out of, result from or relate to:

- a.) breach by the Developer of the Developer Warranties;
- b.) failure of the Developer to timely construct the Developer Improvements according to the Development Plans and the City ordinances, standards and specifications;
- c.) failure by the Developer to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Improvement Agreement;
- d.) failure by the Developer to pay contractors, subcontractors, laborers, or materialmen;
- e.) failure by the Developer to pay for materials;
- f.) approval by the City of the Development Plans;
- g.) failure to obtain the necessary permits and authorizations to construct the Developer Improvements;
- h.) construction of the Developer Improvements;
- i.) delays in construction of the Developer Improvements;

ARTICLE 11
CITY REMEDIES UPON DEVELOPER DEFAULT

11.1 City Remedies. If a Developer Default occurs, that is not caused by Force Majeure, the City shall give the Developer Formal Notice of the Developer Default and the Developer shall have thirty (30) days to cure the Developer Default. If the Developer, after Formal Notice to it by the City, does not cure the Developer Default within thirty (30) days, then the City may avail itself of any remedy afforded by law and any of the following remedies:

- a.) the City may specifically enforce this Improvement Agreement;
- b.) the City may suspend any work, improvement or obligation to be performed by the City;
- c.) the City may collect on the cash deposit pursuant to Article 12 hereof;
- d.) the City may, at its sole option, perform the work or improvements

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

11.2 No Additional Waiver Implied By One Waiver. In the event any agreement contained in this Improvement Agreement is breached by the Developer and thereafter waived in writing by the City, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder. All waivers by the City must be in writing.

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

11.4 Emergency. Notwithstanding the requirement contained in Section 11.1 hereof relating to Formal Notice to the Developer in case of a Developer Default and notwithstanding the requirement contained in Section 11.1 hereof relating to giving the Developer a thirty (30) day period to cure the Developer Default, in the event of an emergency as determined by the Director of PWD, resulting from the Developer Default, the City may perform the work or improvement to be performed by the Developer without giving any notice or Formal Notice to the Developer and without giving the Developer the thirty (30) day period to cure the Developer Default. In such case, the Developer shall within thirty (30) days after written billing by the City reimburse the City for any and all costs incurred by the City. In the alternative, the City may, in whole or in part, specially assess the costs and expenses incurred by the City; and the Developer hereby waives any and all procedural and substantive objections to the installation and construction of the work and improvements and the special assessments resulting therefrom, including, but not limited to, notice and hearing requirements and any claim that the special assessments exceed benefit to the Subject Property. The Developer hereby waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

ARTICLE 12
ESCROW DEPOSIT

12.1 Escrow Requirement. Prior to the Developer beginning construction of the Developer Improvements, the Developer shall deposit with the City a cash deposit or letter of credit or other security acceptable to the City for the amounts stated in Exhibit D.

All cost estimates shall be acceptable to the Director of PWD. The total escrow amount was calculated as shown on the attached Exhibit D. The bank and form of the irrevocable letter of credit or cash deposit shall be subject to approval by the City Finance Director and City Attorney and shall continue to be in full force and effect until released by the City. The irrevocable letter of credit shall be for a term ending December 31, 2012. In the alternative, the letter of credit may be for a one year term provided it is automatically renewable for successive one year periods from the present or any future expiration dates with a final expiration date of December 31, 2012, and further provided that the irrevocable letter of credit states that at least sixty (60) days prior to the expiration date the bank will notify the City if the bank elects not to renew for an additional period. The irrevocable letter of credit shall secure compliance by the Developer with the terms of this Improvement Agreement. The City may draw down on the irrevocable letter of credit or cash deposit, without any further notice than that provided in Section 11.1 relating to a Developer Default, for any of the following reasons:

- a.) a Developer Default; or
- b.) upon the City receiving notice that the irrevocable letter of credit will be allowed to lapse without renewal or replacement before December 31, 2012.

The City shall use the cash deposit proceeds to reimburse the City for its costs and to cause the Developer Improvements listed on Exhibit D to be constructed to the extent practicable; if the Director of PWD determines that such Developer Improvements listed on Exhibit D have been constructed and after retaining 10% of the proceeds for later distribution pursuant to Section 12.2, the remaining proceeds shall be distributed to the Developer.

With City approval, the cash deposit or letter of credit may be reduced pursuant to Section 12.2 from time to time as financial obligations are paid.

12.2 Escrow Release and Escrow Increase; Developer Improvements.

Periodically, upon the Developer's written request and upon completion by the Developer and acceptance by the City of any specific Developer Improvements, ninety percent (90%) of that portion of the cash deposit covering those specific completed improvements only shall be released. The final ten percent (10%) of that portion of the cash deposit, for those specific completed improvements shall be held until acceptance by the City and expiration of the warranty period under Section 1.19(G) hereof; in the alternative, the Developer may post a bond

satisfactory to the City with respect to the final ten percent (10%).

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

ARTICLE 13 **MISCELLANEOUS**

13.1 City's Duties. The terms of this Improvement Agreement shall not be considered an affirmative duty upon the City to complete any Developer Improvements.

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

13.3 Recording. The Improvement Agreement shall be recorded with the County Recorder and the Developer shall provide and execute any and all documents necessary to implement the recording.

13.4 Binding Agreement. The parties mutually recognize and agree that all terms and conditions of this recordable Improvement Agreement shall run with the Subject Property, and shall be binding upon the successors and assigns of the Developer and Owner. This Improvement Agreement shall also run with and be binding upon any after acquired interest of the Developer and Owner in the Subject Property.

13.5 Contract Assignment. The Developer may not assign this Improvement Agreement without the written permission of the Council. The Developer's obligations hereunder shall continue in full force and effect, even if the Developer sells the Subject Property.

13.6 Amendment and Waiver. The parties hereto may by mutual written agreement amend this Improvement 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 Improvement Agreement or in any document delivered pursuant hereto which inaccuracies would otherwise constitute a breach of this Improvement Agreement, waive compliance by another with any of the covenants contained in this Improvement 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 Improvement 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 Improvement

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.

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

13.8 Counterparts. This Improvement 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.

13.9 Headings. The subject headings of the paragraphs and subparagraphs of this Improvement Agreement are included for purposes of convenience only, and shall not affect the construction of interpretation of any of its provisions.

13.10 Inconsistency. If the Development Plans are inconsistent with the words of this Improvement Agreement or if the obligation imposed hereunder upon the Developer are inconsistent, then that provision or term which imposes a greater and more demanding obligation on the Developer shall prevail.

13.11 Access. The Developer hereby grants to the City, its agents, employees, officers, and contractors a license to enter the Subject Property to perform all work and inspections deemed appropriate by the City during the installation of Developer Improvements.

13.12 Consent. The Owner hereby consents to the recording of this Improvement Agreement.

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

IN WITNESS WHEREOF, the parties have executed this Improvement Agreement.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Melissa Rheaume, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 23rd day of August, 2010, 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

LIST OF IMPROVEMENT PLANS

<u>PLAN</u>	<u>DATE OF PLAN PREPARATION</u>	<u>PREPARED BY</u>
1.) Waste Water Sewer Modifications	7/14/10	Praxair Business Confidential

EXHIBIT B

DEVELOPER IMPROVEMENTS

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

The items checked with "Public" below are those Developer Improvements that are Developer-Public Improvements.

CHECKED

COMPLETION DATE

IMPROVEMENT

X Public

6/30/11

sanitary sewer utilities
(8 inch pipes);
Sanitary sewer manhole on
Clark Road; and
Sanitary sewer manhole on
Subject Property

EXHIBIT C

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

- 1.) **CONDITIONS TO BE SATISFIED BEFORE DEVELOPER BEGINS CONSTRUCTION ACTIVITY.** Before the Developer begins construction activity upon the Subject Property, all of the following conditions must be satisfied by Developer and Owner:
- a.) Developer and Owner must execute this Improvement Agreement.
 - b.) Developer must provide to the City of Inver Grove Heights the cash deposit escrow for Developer Improvements stated on Exhibit D of the Improvement Agreement.
 - c.) Developer must provide to the City of Inver Grove Heights the cash deposit for inspection fees stated on Exhibit D of the Improvement Agreement.
 - d.) Developer must fully pay the City of Inver Grove Heights for engineering review fees in the amount of \$1,000. Additionally, Developer must fully pay the City of Inver Grove Heights for all planning and legal fees that have been incurred up to the date of this Improvement Agreement; and Developer must further escrow with the City an amount determined by the City of Inver Grove Heights for future planning and engineering review fees and for legal fees, except for such fees as may already otherwise be taken into account in the calculations or engineering inspection escrow made a part of Exhibit D.
 - e.) Developer or contractor performing construction services on behalf of the Developer shall provide a Certificate of Insurance naming the City as an additional insured as stated in paragraph 6 of this Exhibit C.
 - f.) Developer and Owner must execute a Permanent Drainage and Utility Easement for the Subject Property. The form of the agreement is subject to the approval of the City Attorney and the Director of PWD.
 - g.) Developer and Owner must obtain and deliver to the City a Permanent Drainage and Utility Easement from Northern States Power Company (a/k/a Xcel Energy) to the City of Inver Grove Heights over the property owned by Northern States Power Company (a/k/a Xcel Energy) in the form attached hereto as Exhibit E.
 - h.) All of the following documents have been recorded and evidence of recording has been provided to the City:
 - Improvement Agreement
 - Permanent Drainage and Utility Easement from Northern States Power Company (a/k/a Xcel Energy) to the City
 - Permanent Drainage and Utility Easement from Praxair, Inc. to the City

- 2.) **CONDITIONS TO BE SATISFIED BEFORE THE DEVELOPER MAY HOOK-UP TO THE CITY SANITARY SEWER.** Before the Developer may hook-up to the City sanitary sewer, and in any event, no later than **November 15, 2010**, the following conditions must be satisfied by Developer and Owner:
- a.) All the conditions in Paragraph 1 of this Exhibit C have been met.
 - b.) The public and private sanitary sewer pipes must be installed by the Developer and inspected and approved by the City.
 - c.) Developer must pay to the City the sanitary sewer connection charges as stated in paragraph 4 of this Exhibit C.
- 3.) **CLEAN UP OF CONSTRUCTION DEBRIS ON STREETS AND ADJOINING PROPERTY.** The escrow amount stated on Exhibit D shall include an appropriate amount as determined by the Director of Public Works to assure that the Developer removes any construction debris from streets adjoining the Subject Property and from private properties that adjoin the Subject Property. During the construction within the Subject Property the Developer is responsible for removing any construction debris (including paper wrappings, construction material and other waste products resulting from construction) that may be blown from the construction site into adjoining private properties or into City streets or that may fall from delivery trucks onto adjoining private properties or City streets.
- 4.) **SANITARY SEWER CONNECTION FEE.** Developer shall pay to the City a sanitary sewer connection fee according to the formula adopted by City ordinance. Developer will not be allowed to hook-up to the City sanitary sewer until the sanitary sewer connection fee has been paid.
- 5.) **MAINTENANCE OF PUBLIC AND PRIVATE UTILITIES.** All sanitary sewer utilities constructed within the existing City easements will become public sanitary sewer utilities upon completion of installation and acceptance of the sanitary sewer utilities by the City. The sanitary sewer utilities accepted by the City as public sanitary sewer utilities will be maintained by the City. The sanitary sewer utilities constructed outside of the existing City easements will remain private sanitary sewer utilities and will be maintained by the Owner.
- 6.) **CERTIFICATE OF INSURANCE.** Developer or contractor performing construction services on behalf of Developer shall obtain a Certificate of Insurance naming the City of Inver Grove Heights as an additional insured. The Certificate of Insurance shall be provided to the City prior to any construction commencing on the Subject Property.

EXHIBIT D
ESCROW CALCULATION

DEVELOPER IMPROVEMENTS

1.)	Sanitary Sewer Utilities	\$ 61,334
2.)	Construction debris clean up	\$ 1,000
3.)	As-Built (Public Sanitary Sewer Utilities)	\$ 3,000
	SUBTOTAL:	\$ 65,334
	<u>MULTIPLIED BY:</u>	x 1.25
	EQUALS:	\$ 81,668
	ESCROW AMOUNT:	\$ 81,700

EXHIBIT D
ESCROW CALCULATION
(Continued)

In addition to the Escrow Amount for Developer Improvements set forth above, the Developer shall also deposit \$5,000 in cash with the City (hereafter "Engineering Escrow Amount") contemporaneously with execution of this Improvement Agreement.

This Engineering Escrow Amount shall be used to pay the City for engineering inspection fees at the City's standard rates charged for such tasks.

Subject to the following paragraph, upon satisfactory completion of the Developer Improvements, the City shall return to the Developer any remaining portion of the Engineering Escrow Amount not otherwise charged the Developer for engineering inspection performed by the City.

Twenty five percent (25%) of this Engineering Escrow Amount shall be retained by the City (hereafter referred to as Escrow Retainage) and this Escrow Retainage shall be available to the City to pay for deficiencies and problems related to the Developer Improvements on the Subject Property in the event such problems and deficiencies arise after the City has accepted the Developer Improvements. The City may use the Escrow Retainage to correct any such deficiencies or problems or to protect against further deficiencies or problems if all the following circumstances exist:

- a.) The City has previously accepted the Developer Improvements; and
- c.) The Letter of Credit for the Developer Improvements has expired or the Letter of Credit for the Developer Improvements has been reduced to ten percent (10%) or less of its original amount.

The City shall return to the Developer any remaining Escrow Retainage when all the following events have occurred:

- a.) The expiration of the warranty period under Section 1.19(G) of this Improvement Agreement.

To the extent the engineering inspection charges or the amount needed to correct any deficiencies and problems exceed the initially deposited \$5,000 Engineering Escrow Amount, the Developer is responsible for payment of such excess within thirty (30) days after billing by the City.

EXHIBIT E
PERMANENT DRAINAGE AND UTILITY EASEMENT BETWEEN
NORTHERN STATES POWER COMPANY (A/K/A XCEL ENERGY)
AND THE CITY OF INVER GROVE HEIGHTS

PERMANENT UTILITY AND DRAINAGE EASEMENT

THIS PERMANENT UTILITY AND DRAINAGE EASEMENT (Easement), made, granted and conveyed this 23rd day of August, 2010, between **Northern States Power Company, a Minnesota corporation, d/b/a Xcel Energy** (hereinafter referred to as “Landowner”) and the **City of Inver Grove Heights**, a municipal corporation organized under the laws of the State of Minnesota (hereinafter referred to as the “City”).

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:

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** and depicted on **Exhibit C**, (hereinafter the “**Permanent Easement Area**”) attached hereto and incorporated herein by reference.

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

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

EXEMPT FROM STATE DEED TAX

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

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

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

Nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by Landowner, 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 that it has good right to grant and convey the Permanent 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.

CITY OF INVER GROVE HEIGHTS

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 23rd day of August, 2010, 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 LANDOWNER'S PROPERTY

Real Property located in the City of Inver Grove Heights, Dakota County, Minnesota, (*Tax Parcel Identification Number: 20-03400-011-50*) legally described as:

The West 1600 feet of the South Five (5) acres of the Northwest Quarter;

The West 1600 feet of the North half of the Southwest Quarter excepting therefrom the following, viz: Commencing at a point 80 rods North of the Southwest corner of Section 34, Township 27, Range 22; running thence North 20 rods; thence East 40 rods; thence South 20 rods; thence West 40 rods to the place of beginning.

All of the said above described real estate lying and being in Section 34, Township 27, Range 22, according to the U.S. Government Survey thereof.

(part abstract property and part Torrens property, Certificate No. 119722)

EXHIBIT B
LEGAL DESCRIPTION OF PERMANENT EASEMENT AREA

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 the Landowner's Property described as follows:

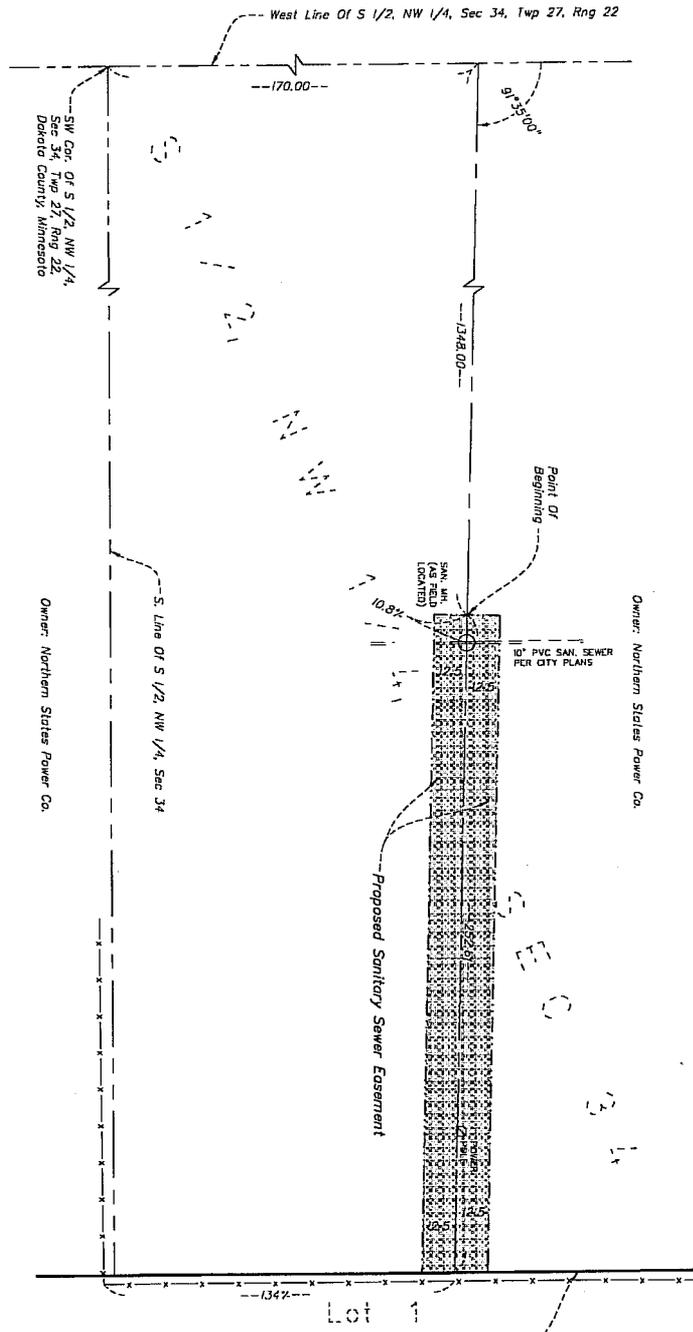
A strip of land 25.00 feet in width over that part of the Landowner's Property, the centerline of which is described as follows:

Commencing at the southwest corner of said South Half of the Northwest Quarter of Section 34, Township 27, Range 22, Dakota County, Minnesota; thence northerly, along the west line of said South Half of the Northwest Quarter a distance of 170.00 feet; thence easterly, deflecting to the right 91 degrees 35 minutes 00 seconds, a distance of 1348.00 feet to the point of beginning of the centerline to be described; thence easterly, deflecting to the right 0 degrees 00 minutes 00 seconds to the west line of Lot 1 Block 1, PRAXAIR ADDITION, according to the recorded plat thereof, said Dakota County and said centerline there terminating.

The sidelines of said strip are to be prolonged or shortened so as to terminate on the west line of said Lot 1.

EXHIBIT C

DEPICTION OF PERMANENT EASEMENT AREA



West Line Of Lot 1, Block 1, PRAXAIR ADDITION
 Owner: Praxair, Inc.
 11495 Courthouse Blvd.

BLOCK 1
 PRAXAIR ADD.

SANITARY SEWER EASEMENT

THIS INSTRUMENT is made by Northern States Power Company, d/b/a/ Xcel Energy, Grantor, in favor of Praxair, Inc., Grantee.

Recitals

A. Grantor is the fee owner of the following described property in Dakota County, Minnesota (the "Property"):

The West 1600 feet of the South Five (5) acres of the Northwest Quarter;

All of the said above described real estate lying and being in Section 34, Township 27, Range 22, according to the U.S. Government Survey thereof.

(Part of Torrens Certificate No. 146157)

B. Grantor desires to grant to the Grantee an easement, according to the terms and conditions contained herein.

Terms of Easement

1. Grant of Easement. For good and valuable consideration, receipt of which is acknowledged by Grantor, Grantor grants and conveys to the Grantee the following easement:

A perpetual, non-exclusive easement for sanitary sewer purposes over, under, across and through that part of the Property described as follows:

A strip of land 25.00 feet in width over that part of the Property, the centerline of which is described as follows:

Commencing at the southwest corner of said South Half of the Northwest Quarter of Section 34, Township 27, Range 22, Dakota County, Minnesota; thence northerly, along the west line of said South Half of the Northwest Quarter a distance of 170.00 feet; thence easterly, deflecting to the right 91 degrees 35 minutes 00 seconds, a distance of 1348.00 feet to the point of beginning of the centerline to be described; thence easterly, deflecting to the right 0 degrees 00 minutes 00 seconds to the west line of Lot 1 Block 1,

PRAXAIR ADDITION, according to the recorded plat thereof, said Dakota County and said centerline there terminating. As shown on Exhibit "A" attached hereto and made a part hereof.

The sidelines of said strip are to be prolonged or shortened so as to terminate on the west line of said Lot 1.

2. Scope of Easement. The perpetual sanitary sewer easement granted herein includes the right of the Grantee, its contractors, agents, and employees to enter the premises at all reasonable times for the purpose of locating, constructing, reconstructing, operating, maintaining, inspecting, altering and repairing storm, sanitary sewer and water facilities and ground surface drainage ways in the described easement area..

The easement granted herein also includes the right to cut, trim, or remove from the easement areas trees, shrubs, or other vegetation as in the Grantee's judgment unreasonably interfere with the easement or facilities of the Grantee, its successors or assigns.

3. Reservation of Rights. Grantor reserves the right to use the easement area for any purposes as long as such use does not materially interfere with the use of the easement area by Grantee in accordance with this agreement.

4. Indemnification. Grantee shall indemnify, defend and hold harmless Grantor from and against any and all losses, claims, actions, damages, liabilities, penalties, fines or expenses, of any nature whatsoever, including, without limitation, reasonable attorneys' fees and costs, injury to person, the death of any person, or damages to property arising from the use of the easement area or adjoining areas, or from any activities contemplated by this agreement, if the same shall in any way be connected with or result from the exercise by Grantee, its agents, contractors, employees or others of the rights granted herein. Nothing herein shall be deemed a waiver by Grantee of the limitations on liabilities set forth in Minnesota Statutes, Chapter 466; and Grantee will not be obligated to indemnify Grantor for any amounts in excess of the limitations set forth in Minnesota Statutes, Chapter 466, less any amounts Grantee is required to pay on behalf of itself, its officers, agents or employees, for claims arising out of the same occurrence.

5. Restoration. Following any work, construction, or other activity undertaken by Grantee on said Property pursuant hereto, Grantee shall at its own expense restore said Property to as near its previous condition as reasonably possible. Grantee shall, at its own expense, replace, repair, or restore any fencing removed or damaged in the course of said work, and Grantee agrees to pay for any damages occasioned by the construction, operation, maintenance or repair of Grantee's facilities and drainage ways.

6. Compliance with Laws. Grantee, in its use of said property, shall comply with all applicable laws, codes, ordinances and regulations.

7. Termination. In the event Grantee shall at any time discontinue the use of the property for the purposes herein specified, then and in such event this agreement, and the easement granted herein, and all rights and privileges hereunder, shall terminate, excepting that the provisions of paragraph 4 shall remain in force and effect as to any incident occurring prior to the date of termination. Upon such termination, Grantor shall file of record a release of this easement agreement. Grantee shall have ninety (90) days after such termination to remove the utility and drainage facilities placed upon the easement area and complete restoration as described above.

Proposed Sanitary Sewer Easement

An easement for sanitary sewer purposes over, under and across that part of the South Half of the Northwest Quarter of Section 34, Township 27 North, Range 22 West, Dakota County, Minnesota, said easement being a 25.00 foot wide strip of land, the center line of which is described as follows:

Commencing at the southwest corner of said South Half of the Northwest Quarter; thence northerly, along the west line of said South Half of the Northwest Quarter a distance of 170.00 feet; thence easterly, deflecting to the right 91 degrees 35 minutes 00 seconds, a distance of 1348.00 feet to the point of beginning of the center line to be described; thence easterly, deflecting to the right 0 degrees 00 minutes 00 seconds to the west line of Lot 1, Block 1, PRAXAIR ADDITION, according to the recorded plat thereof, said Dakota County and said center line there terminating.

The sidelines of said strip are to be prolonged or shortened so as to terminate on the west line of said Lot 1.

EXHIBIT C
DEPICTION OF PERMANENT EASEMENT AREA

[insert depiction]

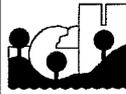


EXHIBIT C



0 25 50 100 150 200
Feet

Xcel Easement for
Praxair Sanitary Sewer



PRAXAIR



PERMANENT UTILITY AND DRAINAGE EASEMENT

THIS PERMANENT UTILITY AND DRAINAGE EASEMENT (Easement), made, granted and conveyed this 23rd day of August, 2010, between **Praxair, Inc.**, a Delaware corporation (hereinafter referred to as "Landowner") and the **City of Inver Grove Heights**, a municipal corporation organized under the laws of the State of Minnesota (hereinafter referred to as the "City").

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:

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** and depicted on **Exhibit C**, (hereinafter the "**Permanent Easement Area**") attached hereto and incorporated herein by reference.

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

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

EXEMPT FROM STATE DEED TAX

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

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

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

Nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by Landowner, 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 that it has good right to grant and convey the Permanent 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.

CITY OF INVER GROVE HEIGHTS

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 23rd day of August, 2010, 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 LANDOWNER'S PROPERTY

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

Lot 1, Block 1, PRAXAIR ADDITION,

EXCEPT

That part of Lot 1, Block 1, PRAXAIR ADDITION, shown as Parcel 433G on Minnesota Department of Transportation Right of Way Plat Numbered 19-141 as the same is on file and of record in the office of the County Recorder and Registrar of Titles in and for Dakota County, Minnesota; the title to a portion of said Parcel 433G being registered as evidenced by Certificate of Title No. 123467.

(part abstract property and part Torrens property, Certificate No. 129372)

EXHIBIT B
LEGAL DESCRIPTION OF PERMANENT EASEMENT AREA

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 Landowner's Property described as follows:

EXHIBIT C
DEPICTION OF PERMANENT EASEMENT AREA

[insert depiction]

*

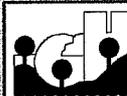


EXHIBIT C



0 25 50 100 150 200 Feet

Praxair Sanitary Sewer Easement

PRAXAIR



PERMANENT UTILITY AND DRAINAGE EASEMENT

THIS PERMANENT UTILITY AND DRAINAGE EASEMENT (Easement), made, granted and conveyed this 23rd day of August, 2010, between **Northern States Power Company, a Minnesota corporation, d/b/a Xcel Energy** (hereinafter referred to as “Landowner”) and the **City of Inver Grove Heights**, a municipal corporation organized under the laws of the State of Minnesota (hereinafter referred to as the “City”).

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:

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** and depicted on **Exhibit C**, (hereinafter the “**Permanent Easement Area**”) attached hereto and incorporated herein by reference.

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

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

EXEMPT FROM STATE DEED TAX

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

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

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

Nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by Landowner, 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 that it has good right to grant and convey the Permanent 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.

CITY OF INVER GROVE HEIGHTS

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 23rd day of August, 2010, 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 LANDOWNER'S PROPERTY

Real Property located in the City of Inver Grove Heights, Dakota County, Minnesota, (*Tax Parcel Identification Number: 20-03400-011-50*) legally described as:

The West 1600 feet of the South Five (5) acres of the Northwest Quarter;

The West 1600 feet of the North half of the Southwest Quarter excepting therefrom the following, viz: Commencing at a point 80 rods North of the Southwest corner of Section 34, Township 27, Range 22; running thence North 20 rods; thence East 40 rods; thence South 20 rods; thence West 40 rods to the place of beginning.

All of the said above described real estate lying and being in Section 34, Township 27, Range 22, according to the U.S. Government Survey thereof.

(part abstract property and part Torrens property, Certificate No. 119722)

EXHIBIT B
LEGAL DESCRIPTION OF PERMANENT EASEMENT AREA

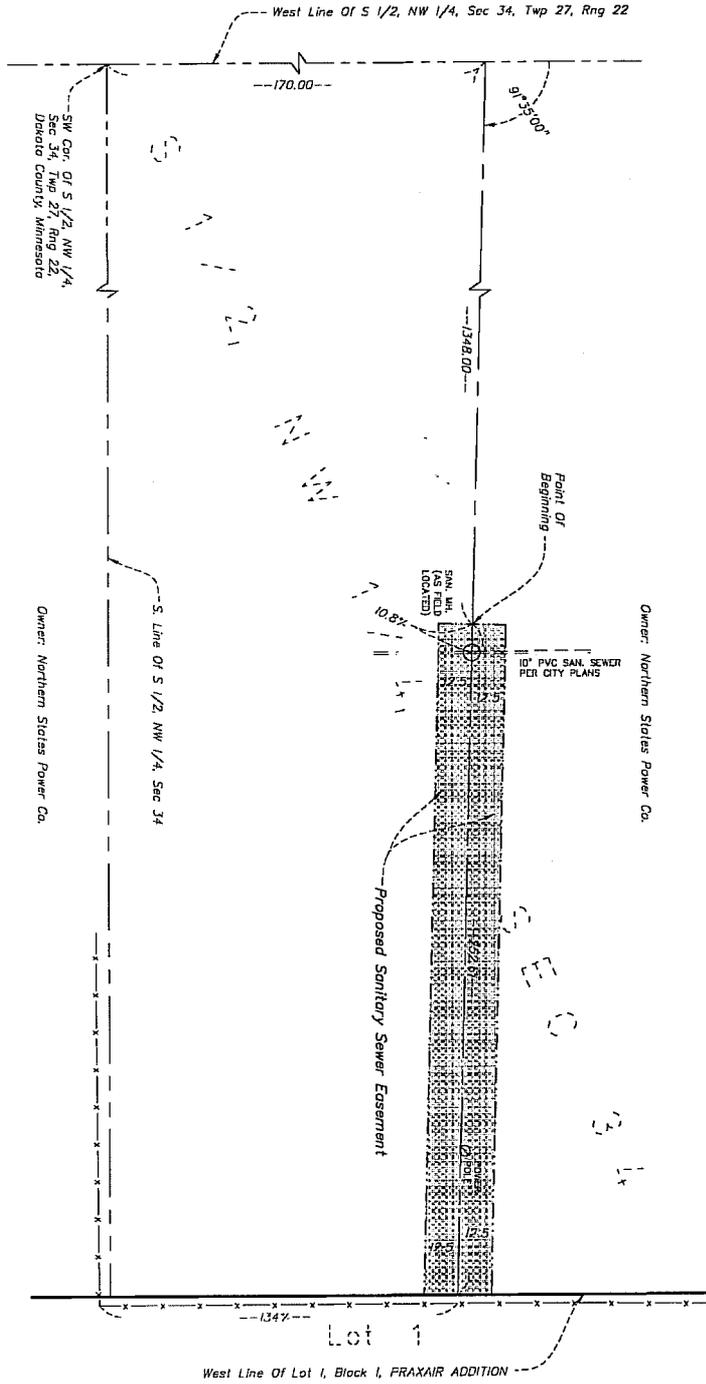
A permanent easement for utility and drainage purposes and all such purposes ancillary, incident or related thereto, over, under, across, through and upon that part of the Landowner's Property described as follows:

A strip of land 25.00 feet in width over that part of the Landowner's Property, the centerline of which is described as follows:

Commencing at the southwest corner of said South Half of the Northwest Quarter of Section 34, Township 27, Range 22, Dakota County, Minnesota; thence northerly, along the west line of said South Half of the Northwest Quarter a distance of 170.00 feet; thence easterly, deflecting to the right 91 degrees 35 minutes 00 seconds, a distance of 1348.00 feet to the point of beginning of the centerline to be described; thence easterly, deflecting to the right 0 degrees 00 minutes 00 seconds to the west line of Lot 1 Block 1, PRAXAIR ADDITION, according to the recorded plat thereof, said Dakota County and said centerline there terminating.

The sidelines of said strip are to be prolonged or shortened so as to terminate on the west line of said Lot 1.

EXHIBIT C
DEPICTION OF PERMANENT EASEMENT AREA



Owner: Praxair, Inc.
 11499 Courthouse Blvd.
PRAXAIR ADD.
BLOCK 1

SANITARY SEWER EASEMENT

THIS INSTRUMENT is made by Northern States Power Company, d/b/a/ Xcel Energy, Grantor, in favor of Praxair, Inc., Grantee.

Recitals

A. Grantor is the fee owner of the following described property in Dakota County, Minnesota (the "Property"):

The West 1600 feet of the South Five (5) acres of the Northwest Quarter;

All of the said above described real estate lying and being in Section 34, Township 27, Range 22, according to the U.S. Government Survey thereof.

(Part of Torrens Certificate No. 146157)

B. Grantor desires to grant to the Grantee an easement, according to the terms and conditions contained herein.

Terms of Easement

1. Grant of Easement. For good and valuable consideration, receipt of which is acknowledged by Grantor, Grantor grants and conveys to the Grantee the following easement:

A perpetual, non-exclusive easement for sanitary sewer purposes over, under, across and through that part of the Property described as follows:

A strip of land 25.00 feet in width over that part of the Property, the centerline of which is described as follows:

Commencing at the southwest corner of said South Half of the Northwest Quarter of Section 34, Township 27, Range 22, Dakota County, Minnesota; thence northerly, along the west line of said South Half of the Northwest Quarter a distance of 170.00 feet; thence easterly, deflecting to the right 91 degrees 35 minutes 00 seconds, a distance of 1348.00 feet to the point of beginning of the centerline to be described; thence easterly, deflecting to the right 0 degrees 00 minutes 00 seconds to the west line of Lot 1 Block 1,

PRAXAIR ADDITION, according to the recorded plat thereof, said Dakota County and said centerline there terminating. As shown on Exhibit "A" attached hereto and made a part hereof.

The sidelines of said strip are to be prolonged or shortened so as to terminate on the west line of said Lot 1.

2. Scope of Easement. The perpetual sanitary sewer easement granted herein includes the right of the Grantee, its contractors, agents, and employees to enter the premises at all reasonable times for the purpose of locating, constructing, reconstructing, operating, maintaining, inspecting, altering and repairing storm, sanitary sewer and water facilities and ground surface drainage ways in the described easement area..

The easement granted herein also includes the right to cut, trim, or remove from the easement areas trees, shrubs, or other vegetation as in the Grantee's judgment unreasonably interfere with the easement or facilities of the Grantee, its successors or assigns.

3. Reservation of Rights. Grantor reserves the right to use the easement area for any purposes as long as such use does not materially interfere with the use of the easement area by Grantee in accordance with this agreement.

4. Indemnification. Grantee shall indemnify, defend and hold harmless Grantor from and against any and all losses, claims, actions, damages, liabilities, penalties, fines or expenses, of any nature whatsoever, including, without limitation, reasonable attorneys' fees and costs, injury to person, the death of any person, or damages to property arising from the use of the easement area or adjoining areas, or from any activities contemplated by this agreement, if the same shall in any way be connected with or result from the exercise by Grantee, it agents, contractors, employees or others of the rights granted herein. Nothing herein shall be deemed a waiver by Grantee of the limitations on liabilities set forth in Minnesota Statutes, Chapter 466; and Grantee will not be obligated to indemnify Grantor for any amounts in excess of the limitations set forth in Minnesota Statutes, Chapter 466, less any amounts Grantee is required to pay on behalf of itself, its officers, agents or employees, for claims arising out of the same occurrence.

5. Restoration. Following any work, construction, or other activity undertaken by Grantee on said Property pursuant hereto, Grantee shall at its own expense restore said Property to as near its previous condition as reasonably possible. Grantee shall, at its own expense, replace, repair, or restore any fencing removed or damaged in the course of said work, and Grantee agrees to pay for any damages occasioned by the construction, operation, maintenance or repair of Grantee's facilities and drainage ways.

6. Compliance with Laws. Grantee, in its use of said property, shall comply with all applicable laws, codes, ordinances and regulations.

7. Termination. In the event Grantee shall at any time discontinue the use of the property for the purposes herein specified, then and in such event this agreement, and the easement granted herein, and all rights and privileges hereunder, shall terminate, excepting that the provisions of paragraph 4 shall remain in force and effect as to any incident occurring prior to the date of termination. Upon such termination, Grantor shall file of record a release of this easement agreement. Grantee shall have ninety (90) days after such termination to remove the utility and drainage facilities place upon the easement area and complete restoration as described above.

8. Binding Effect. The terms and conditions of this instrument shall run with the land and be binding on the Grantor, its successors and assigns.

STATE DEED TAX DUE HEREON: NONE

IN WITNESS WHEREOF, each party to this instrument has caused it to be executed as of this _____ day of _____, 2010.

NORTHERN STATES POWER COMPANY

By _____
Judy M. Proferl
President and CEO
Northern States Power Company,
a Minnesota corporation, d/b/a Xcel Energy

By _____
Patrice D. Blaeser
Assistant Secretary

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day _____, 2010, by Judy M. Poferl and Patrice D. Blaeser, the President and CEO and Assistant Secretary, respectively, of Northern States Power Company, a Minnesota corporation d/b/a Xcel Energy on behalf of the corporation.

Notary Public

This instrument was drafted by: BJA
Northern States Power Company
414 Nicollet Mall, Minneapolis, MN 55401
Torrens
2009.335

Proposed Sanitary Sewer Easement

An easement for sanitary sewer purposes over, under and across that part of the South Half of the Northwest Quarter of Section 34, Township 27 North, Range 22 West, Dakota County, Minnesota, said easement being a 25.00 foot wide strip of land, the center line of which is described as follows:

Commencing at the southwest corner of said South Half of the Northwest Quarter; thence northerly, along the west line of said South Half of the Northwest Quarter a distance of 170.00 feet; thence easterly, deflecting to the right 91 degrees 35 minutes 00 seconds, a distance of 1348.00 feet to the point of beginning of the center line to be described; thence easterly, deflecting to the right 0 degrees 00 minutes 00 seconds to the west line of Lot 1, Block 1, PRAXAIR ADDITION, according to the recorded plat thereof, said Dakota County and said center line there terminating.

The sidelines of said strip are to be prolonged or shortened so as to terminate on the west line of said Lot 1.

EXHIBIT C
DEPICTION OF PERMANENT EASEMENT AREA

[insert depiction]

Xcel Easement for
Praxair Sanitary Sewer



PRAXAIR

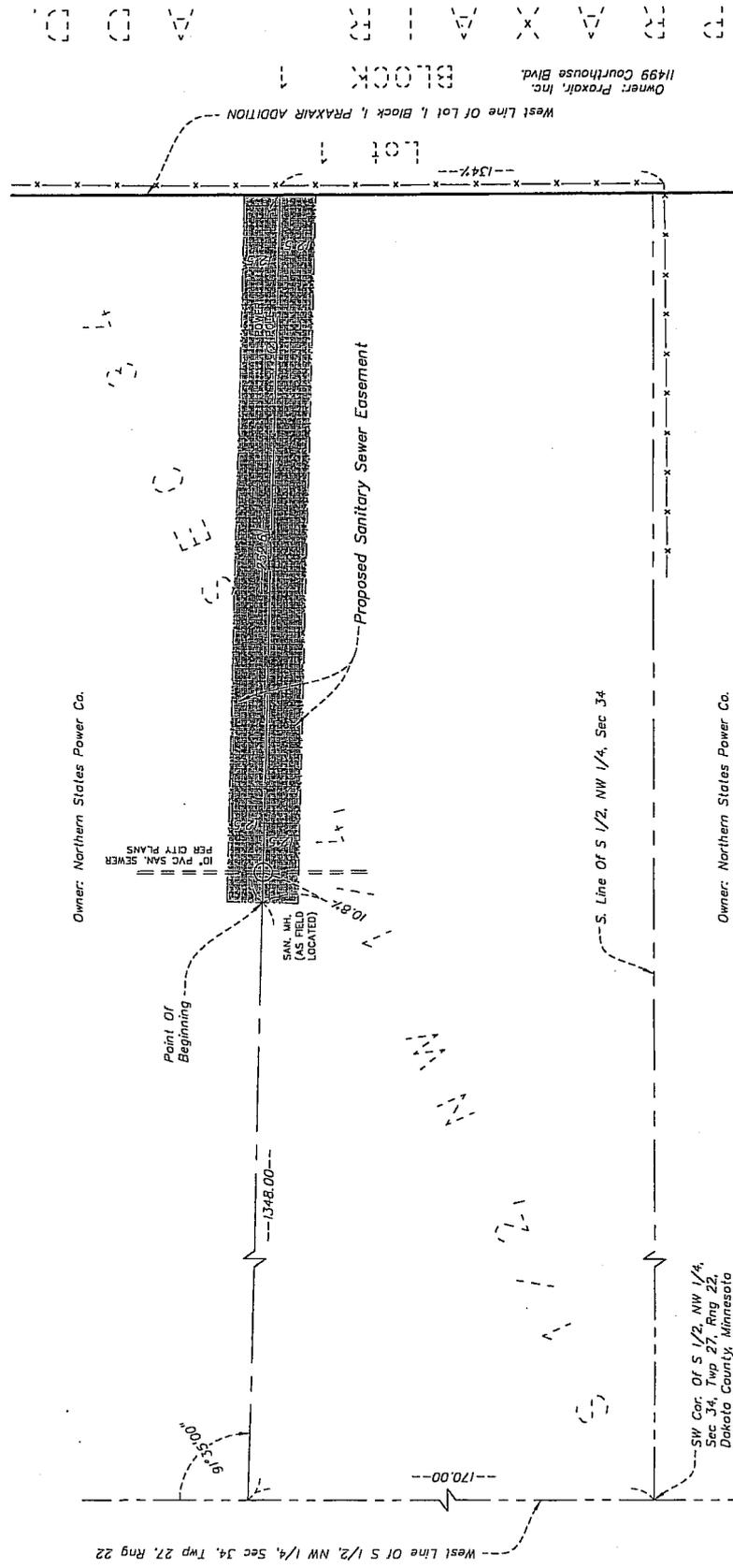
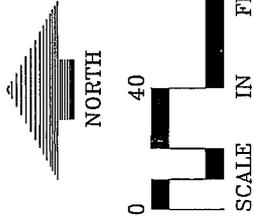


Proposed Sanitary Sewer Easement
(July 14, 2010)

An easement for sanitary sewer purposes over, under and across that part of the South Half of the Northwest Quarter of Section 34, Township 27 North, Range 22 West, Dakota County, Minnesota, said easement being a 25.00 foot wide strip of land, the center line of which is described as follows:

Commencing at the southwest corner of said South Half of the Northwest Quarter, thence northerly, along the west line of said South Half of the Northwest Quarter a distance of 170.00 feet; thence easterly, deflecting to the right 91 degrees 35 minutes 00 seconds, a distance of 1348.00 feet to the point of beginning of the center line to be described; thence easterly, deflecting to the right 0 degrees 00 minutes 00 seconds to the west line of Lot 1, Block 1, PRAXAIR ADDITION, according to the recorded plat thereof, said Dakota County and said center line there terminating.

The sidelines of said strip are to be prolonged or shortened so as to terminate on the west line of said Lot 1.



PRAXAIR

Inver Grove Heights, Minnesota

PRAXAIR, INC.
1199 Courthouse Boulevard
Inver Grove Heights, MN 55127

LOUCKS ASSOCIATES
Planning • Civil Engineering • Land Surveying
Landmark Architecture • Landscape Architecture

7251 French Lane • Job 202
Inver Grove Heights, MN 55127
Tel: 651.261.1219
www.loucksassociates.com

CAUTION CHANGES:
This drawing is the property of Loucks Associates, Inc. and is not to be used for any other project without the written consent of Loucks Associates, Inc. All dimensions and notes on this drawing are to be used as shown. No part of this drawing is to be used for any other project without the written consent of Loucks Associates, Inc.

REVISIONS:
NO. DATE BY
1 07/14/10 JLD/ML

PROJECT:
PRAXAIR ADDITION

DATE:
07/14/10

QUALITY CONTROL:
N/A

DATE:
07/14/10

Sheet 1 of 1

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

CONSIDER CHANGE ORDER NO. ONE FOR CITY PROJECT 2008-18 PUBLIC SAFETY ADDITION/CITY HALL RENOVATION – LOW VOLTAGE CONTRACTORS

Meeting Date: August 23, 2010
 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 Consider the attached Change Order No. 1 for City Project 2008-18 Public Safety Addition/City Hall Renovation from Low Voltage Contractors.

SUMMARY As the Council will recall, the amounts reflected in these Change Orders have already been approved – either by the Council or by staff if the amounts fall under \$15,000. This action item simply formally approves the amounts so that the contract amount can be changed.

Tech PR 008R Add card reader at door 1114. Owner requested change to door security. \$1,497.00

Tech PR 009 Add eight vandal resistant camera covers. Additional protection for monitoring cameras in detention areas. \$1,520.00

Tech PR 010 Provide electric strikes at temporary doors. Electrified locking required to secure police office area from temporary city hall office areas. \$1,100.00

Tech PR 013 Provide 100 program access cards. Owner requested new access cards for security system. Existing access cards were incompatible with the new system. \$689.00

The Contract amount is reflected to increase \$4,806.00 for this item reflecting a new contract balance of \$241,806.00.

The funds for this contract do not come out of the construction contract (the bonds). The funds come from the internal sources the Council previously discussed; the MIS Fund, the City Facilities Fund, the Water and Sewer Funds, the Closed Bond Fund and the Host Community Fund.

CHANGE ORDER

OWNER _____
ARCHITECT _____
CONTRACTOR _____
FIELD _____
OTHER _____

AIA DOCUMENT G701

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.

PROJECT:	Inver Grove Heights Public Safety & City Hall Remodel	CHANGE ORDER NO.:	Tech- LVC- ONE (01)
		DATE:	August 23, 2010
TO CONTRACTOR:	Low Voltage Contractors, Inc. 4200 West 76 th Street Minneapolis, MN 55435	ARCHITECT'S PROJECT #:	1643.01
		CONTRACT DATE:	February 8, 2010
		CONTRACT FOR:	Premise Security Systems

The contract is changed as follows:

1. Tech PR 008R: Add Card Reader at Door 1114.	\$1,497.00
2. Tech PR 009: Add (8) vandal resistant camera covers in detention areas.	\$1,520.00
3. Tech PR 010: Provide electric strikes at (2) temporary doors.	\$1,100.00
4. Tech PR 013: Provide 100 program access cards.	\$689.00

The original (Contract Sum)(Guaranteed Maximum Price) was	\$237,000.00
Net change by previously authorized Change Orders	\$0.00
The (Contract Sum)(Guaranteed Maximum Price) prior to this Change Order was	\$237,000.00
The (Contract Sum)(Guaranteed Maximum Price) will be	\$4,806.00
(increased)(decreased)(unchanged) by this change order in the amount of	
The new (Contract Sum)(Guaranteed Maximum Price) including this Change Order will be	\$241,806.00

The Contract time will be (increased)(decreased)(unchanged).

The date of Substantial Completion therefore is (increased)(decreased)(unchanged) .

Authorized:

ARCHITECT

Boarman Kroos Vogel Group, Inc.
Address
222 N. 2nd Street
Minneapolis, MN 55401

CONTRACTOR

Low Voltage Contractors, Inc.
Address
4200 West 76th Street
Minneapolis, MN 55435

OWNER

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

BY _____

BY _____

BY _____

Jack Boarman, President

DATE

DATE

DATE

AIA DOCUMENT G701 * CHANGE ORDER * 1987 EDITION * AIA - COPYRIGHT 1987 *

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, D.C. 20006-5292

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CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

CONSIDER CHANGE ORDER NO. THIRTEEN FOR CITY PROJECT 2008-18 PUBLIC SAFETY ADDITION/CITY HALL RENOVATION

Meeting Date: August 23, 2010
 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 Consider the attached Change Order No. 13 for City Project 2008-18 Public Safety Addition/City Hall Renovation.

SUMMARY As the Council will recall, throughout the length of this project we will be asking the Council to consider any change orders at the second meeting of the month, with a Pay Voucher request from the Contractor on the first meeting of the month with a revised contract amount.

As Council will also recall, the amounts reflected in these Change Orders have already been approved – either by the Council or by staff if the amounts fall under \$15,000. This action item simply formally approves the amounts so that the contract amount can be changed.

PR 041R Basement revisions to eliminate underpinning. Revised basement layout to eliminate the need for underpinning at the east side of City Hall. \$0

PR 069R2 Provide paint in locker rooms. Delete paint in penthouses where not required. Provide paint at exposed foundation wall at police locker rooms that is not covered by the police lockers. Locker room wall paint was not addressed on the finish plans since the majority of the walks in this area are burnished block. Delete painting not required at mechanical penthouse. -\$1,318

PR 071R Stair A infill plates. Code required closures not indicated on approved shop drawings. \$1,075

PR 081 Trash Enclosure Gate. Modifications to gate to improve trash truck access. Previous configuration required moving of dumpsters for access. \$1,267

PR 085 Relocate paper towel dispensers. Relocation of paper towel dispensers to eliminate conflicts with hand dryers. \$893

PR 095 Door 1114 hardware change. Changes to security lock at juvenile holding room. Required to integrate with card reader changes previously requested by PD and included in an earlier change order. \$1,432

GCPR 32 Juvenile holding light fixture trim. Additional trim required to accommodate security light fixture in glue-up acoustical tile ceiling over security plaster. \$994

The Contract amount is reflected to increase a total of \$4,343.00 for a revised contract total of \$11,863,272.00.

Change Orders are financed from the project contingency which started at \$613,601 and is now at \$260,119 with the above change/amount.

CHANGE ORDER

OWNER _____
ARCHITECT _____
CONTRACTOR _____
FIELD _____
OTHER _____

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PROJECT:	Inver Grove Heights Public Safety & City Hall Remodel	CHANGE ORDER NO.:	Thirteen (13)
		DATE:	August 23, 2010
TO CONTRACTOR:	Shaw-Lundquist Associates 2757 West Service Road St. Paul, MN 55121	ARCHITECT'S PROJECT #:	1643.01
		CONTRACT DATE:	May 19, 2009
		CONTRACT FOR:	Addition & Remodel

The contract is changed as follows:

	Description	Cost	Days
1.	PR 041R Basement revisions to eliminate underpinning	\$0	0
2.	PR 069R2 Delete penthouse painting, add painting in locker rooms and women's showers	-\$1,318	0
3.	PR 071R Stair A infill plates	\$1,075	0
4.	PR 081 Trash enclosure gate revisions	\$1,267	0
5.	PR 085 Move paper towel dispensers	\$893	0
6.	PR 095 Door 1114 hardware change	\$1,432	0
7.	GCPR 32 Juvenile Holding light trim	\$994	0

The original (Contract Sum)(Guaranteed Maximum Price) was	\$11,501,900.00
Net change by previously authorized Change Orders	\$357,029.00
The (Contract Sum)(Guaranteed Maximum Price) prior to this Change Order was	\$11,858,929.00
The (Contract Sum)(Guaranteed Maximum Price) will be (increased)(decreased)(unchanged) by this change order in the amount of	\$4,343.00
The new (Contract Sum)(Guaranteed Maximum Price) including this Change Order will be	<u>\$11,863,272.00</u>

The Contract time will be (increased)(decreased)(unchanged). 0 Days

The dates of Substantial Completion therefore are (increased)(decreased)(unchanged)
Phase IB: Construct Public Safety Addition Phase IB: July 25, 2010
Phase IIB: Construct City Hall Addition and Renovate Existing Building Phase IIB: Aug. 9, 2011

CHANGE ORDER NO. 12
IGH Public Safety Addition & City Hall Remodel
1643.01

Authorized:

ARCHITECT	CONTRACTOR	OWNER
Boarman Kroos Vogel Group, Inc. Address 222 N. 2nd Street Minneapolis, MN 55401	Shaw-Lundquist & Associates Address 2757 West Service Road St. Paul, MN 55121	City of Inver Grove Heights Address 8150 Barbara Avenue Inver Grove Heights, MN 55077
BY _____	BY _____	BY _____

Jack Boarman, President

DATE	DATE	DATE
------	------	------

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CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

APPROVE PURCHASE OF MAIL STORAGE UNIT FOR SQUAD ROOM AND CABINET FOR RECORDS ROOM FOR CITY PROJECT 2008-18 PUBLIC SAFETY ADDITION/CITY HALL RENOVATION

Meeting Date: August 23, 2010
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 purchase of a mail slot storage unit and cabinet for the records room.

SUMMARY Two pieces of furniture left off the recent ancillary furniture package were a mail slot storage unit and a cabinet for the records room.

The mail slot unit is for Police Officers to have individual mail slots for mail and other inter-office distributions. It has

The 15 'cabinet in the records room is for storage of materials.

The total price including tax and installation is \$5,861.87 for these two units. The funds for this equipment do not come out of the construction contract (the bonds). The funds come from the internal sources the Council previously discussed; the MIS Fund, the City Facilities Fund, the Water and Sewer Funds, the Closed Bond Fund and the Host Community Fund.