



INVER GROVE HEIGHTS CITY COUNCIL AGENDA
MONDAY, AUGUST 8, 2011
8150 BARBARA AVENUE
7:30 P.M.

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **PRESENTATIONS:**

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

A. Minutes – July 25, 2011 Regular Council Meeting _____

B. Resolution Approving Disbursements for Period Ending August 3, 2011 _____

C. Pay Voucher No. 26 for City Project No. 2008–18, Public Safety Addition/City Hall Renovation Project _____

D. Final Compensating Change Order No. 3, Final Pay Voucher No. 3, Engineer’s Report of Acceptance and Resolution Accepting Work for City Project No. 2010–12, 59th Street East Street Improvements _____

E. Cooperative Construction Agreement between Mn/DOT and the City of Inver Grove Heights for the T.H. 3 Turn Lanes at Autumn Way in Argenta Hills 2nd Addition, City Project No. 2010–41 _____

F. Grant Easements for T.H. 3 Turn Lanes at Autumn Way – City Project No. 2010–41 _____

G. Resolutions Calling for Hearing on Proposed Assessments and Declaring Costs to be Assessed and Ordering Preparation of Proposed Assessments for 2010 Pavement Management Program – City Project No. 2010–09D – South Grove Street Reconstruction (Area 5) _____

H. Resolution Accepting Proposal from Emmons and Olivier Resources, Inc. (EOR) for Design and Construction Observation Services _____

I. Approve Nexterra Wireless, LLC Lease _____

J. Approve Driving Diversion Program Services Agreement _____

K. Personnel Actions _____

5. **PUBLIC COMMENT** – Public comment provides an opportunity for the public to address the Council on items that are not on the Agenda. Comments will be limited to three (3) minutes per person.

6. **PUBLIC HEARINGS:**

7. REGULAR AGENDA:

COMMUNITY DEVELOPMENT:

- A. BM REAL ESTATE HOLDINGS, LLC;** Consider a Resolution and Related Improvement Documents relating to a **Conditional Use Permit Amendment** to Add an Addition to the Existing Building along with Stormwater Improvements for the property located at 1055 Highway 110 _____

ADMINISTRATION:

- B. CITY OF INVER GROVE HEIGHTS;** Consider Second Reading of an Ordinance Amending City Code Title 1, Chapter 5, Section 1 – Meetings _____

8. MAYOR AND COUNCIL COMMENTS:

9. ADJOURN

**INVER GROVE HEIGHTS CITY COUNCIL MEETING
MONDAY, JULY 25, 2011 - 8150 BARBARA AVENUE**

CALL TO ORDER/ROLL CALL The City Council of Inver Grove Heights met in regular session on Monday, July 25, 2011, 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 and Recreation Director Carlson, and Community Development Director Link.

3. PRESENTATIONS: None.

4. CONSENT AGENDA:

Mayor Tourville removed Item 4A, Minutes of July 11, 2011 Regular Council Meeting, from the Consent Agenda.

- B. Resolution No. 11-124** Approving Disbursements for Period Ending July 20, 2011
- C.** Pay Voucher No. 2 for City Project No. 2010-09H, South Grove Sod Repair Project
- D.** Change Order No. 1 and Pay Voucher No. 1 for City Project No. 2011-09D, South Grove Street Reconstruction – Area 6
- E.** Final Compensating Change Order No. 1, Final Pay Voucher No. 2, Engineer’s Final Report, and **Resolution No. 11-125** Accepting Work for City Project No. 2010-19, Storm Water Facility Maintenance Program – Zone 7
- F. Resolution No. 11-126** Approving Supplemental Letter Agreement with Short Elliott Hendrickson, Inc. for Engineering Services related to Annual Bridge Inspections
- G.** Approve **Resolution No. 11-127** Authorizing City to enter into an Agreement with the Union Pacific Railroad for Preliminary Engineering Services for the Railroad Crossing at 66th Street – City Project No. 2011-08
- H. Resolution No. 11-128** Accepting Proposal from American Engineering Testing, Inc. for Construction Materials Testing Services for the 2011 Pavement Management Program, City Project No. 2010-09I, Blaine Avenue Full Depth Mill & Repave
- I.** Approve Easement Encroachment Agreement for property located at 7666 Barbara Court
- J.** Recognize the Plan Update of the City of Inver Grove Heights Emergency Operation Plan
- K.** Approve Year Two (2011) of a Four Year (2010 through 2013) Golf Course Pavement Project
- L.** Approve Spa Heat Exchanger Replacement
- M.** Approve Replacement of Fitness Equipment
- N.** Approve 30-Day Suspension of Firefighter
- O.** Personnel Actions

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

Ayes: 5

Nays: 0 Motion carried.

A. Minutes – July 11, 2011 Regular Council Meeting

Mayor Tourville noted there were two changes suggested by the city attorney and bond counsel.

Motion by Grannis, second by Klein, to approve the Minutes of July 11, 2011 Regular Council Meeting

Ayes: 5

Nays: 0 Motion carried.

5. PUBLIC COMMENT:

6. PUBLIC HEARINGS:

7. REGULAR AGENDA:

COMMUNITY DEVELOPMENT:

A. LEONARD LOUIS HEALTHCARE (Woodlyn Heights); Consider Resolution relating to a Conditional Use Permit for a Senior Living Facility to Add an Addition to the Main Entrance of the Existing Building and a Parking Lot Expansion for the property located at 2060 Upper 55th Street

Mr. Link stated the existing building was constructed in 1974 and is used for a senior living facility. He explained the applicant requested a conditional use permit to add a 532 square foot lobby addition with a canopy and a parking lot expansion. He advised that the parking lot expansion would involve the addition of 27 stalls to the property. The proposed request meets the Conditional Use Permit criteria relating to the Comprehensive Plan and zoning consistency, land use impacts such as setbacks, landscaping, aesthetics, environmental impacts, and public health and safety impacts. He stated access to the site is not changing and the applicant has been working with the Engineering Department to finalize stormwater and grading plans. He noted both Planning staff and the Planning Commission recommended approval of the request with the conditions as listed in the resolution.

Jill Krance, Elness Swenson Graham Architects, clarified that the request included a canopy over the rear entrance.

Councilmember Madden confirmed the canopy was part of the original proposal.

Motion by Klein, second by Madden, to adopt Resolution No. 11-129 approving a Conditional Use Permit for a Senior Living Facility to Add an Addition to the Main Entrance of the Existing Building and a Parking Lot Expansion for the property located at 2060 Upper 55th Street

Ayes: 5

Nays: 0 Motion carried.

B. GRACE CHURCH OF NAZARENE; Consider Resolution related to a Conditional Use Permit to Allow a Daycare Facility in an Existing Church for property located at 7950 Blaine Ave.

Mr. Link advised that the applicant's request is to operate a daycare facility out of the existing church. No changes to the interior of the building were proposed as the church contains existing classrooms that would be used for the daycare operation. He stated no other outdoor improvements were proposed except for a possible future fence. He explained the maximum number of children would range from 60-100 and, based on state standards for child to teacher ratio, 10-13 teachers or employees on site. He stated the site has ample parking and room for a drop off and pick up area. Planning staff and the Planning Commission recommended approval of the request.

Councilmember Piekarski Krech asked if only the classroom areas would be utilized or if other common areas of the church would be used for daycare activities as well.

Tony Robinette, Secretary of the Church Board, stated they anticipate utilizing two (2) or three (3) of the existing classrooms to start, but are applying for the total area of the church.

Councilmember Piekarski Krech asked if the applicants applied for state licensing.

Mr. Robinette responded that the request needed to be approved by the City before the state would consider their application.

Motion by Madden, second by Klein, to adopt Resolution No. 11-130 approving a Conditional Use Permit to allow a Daycare Facility in an Existing Church for property located at 7950 Blaine Ave.

Ayes: 5

Nays: 0 Motion carried.

ADMINISTRATION:

C. CITY OF INVER GROVE HEIGHTS; Consider Change Order No. 25 for City Project No. 2008-18, Public Safety Addition/City Hall Renovation

Ms. Teppen stated Change Order No. 25 is comprised of two items totaling \$4,188. The revised contract total is \$12,043,059.10 and the project contingency balance is \$45,731.90

Councilmember Klein commented on the lettering on the exterior of the building, stating the letters were too small and do not stand out enough to be visible to the public.

Ms. Teppen stated she would bring the issue up to the architects at the next construction meeting.

Mayor Tourville agreed that the letters need to be larger.

Motion by Klein, second by Grannis, to approve Change Order No. 25 for City Project No. 2008-18, Public Safety Addition/City Hall Renovation

Ayes: 4

Nays: 1 (Piekarski Krech) Motion carried.

Mayor Tourville stated there may need to be further discussion regarding the completion of the building and questioned if there was a schedule in place for completion of the wood work.

Mr. Lynch advised that a time table for completion of the wood work had not been established. He explained that the contractor was in the process of finding a new subcontractor to complete the wood work and the information that has been provided indicates that a new subcontractor may not be able to begin work on the project for 4-6 weeks, which could delay the completion of the new Council chambers. He stated more details would be known after the weekly meeting between the contractor, architects, and staff. He noted the City may have to consider accepting the building without the Council chambers completely finished. He explained that he understood the frustration and concern that would surround that scenario and indicated he was not sure that the City had the ability to get the work in the Council chambers done faster given the constraints with the subcontractor.

Mayor Tourville stated staff and the City Council need to meet to discuss the options going forward and determine if legal action needs to be taken. He opined that his first inclination would be to not accept the building if the Council chambers is not finished.

Councilmember Piekarski Krech stated the issue with the subcontractor is the contractor's responsibility, not the City's.

D. CITY OF INVER GROVE HEIGHTS; Consider Resolution Awarding the Sale of General Obligation Refunding Bonds, Series 2011A

Steve Apfelbacher, Ehlers and Associates, stated bids were taken earlier in the day for the refinancing of two existing debt issues that are outstanding. He explained one of the steps involved in debt issuance is to obtain a rating from Standard & Poor's. He noted the City's AA rating was reconfirmed. Nine bids were received, and the best bid was received from Janney Montgomery Scott, Inc. of Philadelphia, PA. He advised that the true interest rate bid was 1.74%, whereas 1.97% was projected. He explained based on the bid received the recommended amount to be issued is \$4,505,000. He stated when compared to the existing issue that is outstanding, the City's net present value savings is just under \$334,000, or approximately 6.7% in relation to the amount of principal debt that is outstanding.

Motion by Grannis, second by Madden, to adopt Resolution No. 11-131 Awarding the Sale of General Obligation Refunding Bonds, Series 2011A to Janney Montgomery Scott, Inc.

Ayes: 5

Nays: 0 Motion carried.

E. CITY OF INVER GROVE HEIGHTS; Consider the First Reading of an Ordinance Amending City Code Title 1, Chapter 5, Section 1 – Meetings

Mr. Lynch explained the Council asked staff to prepare an ordinance amendment to change the City Council's meeting start time from 7:30 p.m. to 7:00 p.m. He stated a notice of the proposed change was published in the July/August issue of Insights and was also posted on the City web site. He noted the proposed change would not go into effect until the first meeting in September.

Mayor Tourville reiterated the proposed change would take effect for the meeting scheduled on September 12, 2011.

Motion by Klein, second by Piekarski Krech, to adopt the first reading of an Ordinance Amending City Code Title 1, Chapter 5, Section 1 - Meetings

Ayes: 5

Nays: 0 Motion carried.

8. MAYOR & COUNCIL COMMENTS:

Councilmember Grannis stated he received a request from a citizen asking if fall clean up day could include document shredding to allow residents to dispose of confidential materials.

Mayor Tourville asked staff to look into the costs associated with a shredding truck.

Councilmember Klein commented on the undulating nature of the sidewalk along Dawn Avenue and asked if staff had a chance to review the issue.

Mr. Lynch stated in order to keep project costs down the City installed the sidewalk in the existing right-of-way and encountered some grading issues as a result. He advised that once the dirt and sod are in place it should look better.

Mr. Thureen reviewed what was discussed at the neighborhood meeting.

Mayor Tourville explained the Council would reconvene in Executive Session and the only action they will take upon returning is to adjourn.

9. EXECUTIVE SESSION:

A. Union Negotiations

10. ADJOURN: Motion by Madden, second by Piekarski Krech, to adjourn. The meeting was adjourned by a unanimous vote at 8:27 p.m.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: August 8, 2011
 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 July 21, 2011 to August 3, 2011.

SUMMARY

Shown below is a listing of the disbursements for the various funds for the period ending August 3, 2011. The detail of these disbursements is attached to this memo.

| | |
|---------------------------------|----------------------------|
| General & Special Revenue | \$197,397.87 |
| Debt Service & Capital Projects | 181,719.06 |
| Enterprise & Internal Service | 358,777.29 |
| Escrows | 20,499.38 |
| | <hr/> |
| Grand Total for All Funds | <u><u>\$758,393.60</u></u> |

If you have any questions about any of the disbursements on the list, please call Bill Schroepfer, Accountant at 651-450-2516 or Cathy Shea, Asst. Finance Director at 651-450-2521.

Attached to this summary for your action is a resolution approving the disbursements for the period July 21, 2011 to August 3, 2011 and the listing of disbursements requested for approval.

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

**RESOLUTION APPROVING DISBURSEMENTS FOR THE
PERIOD ENDING AUGUST 3, 2011**

WHEREAS, a list of disbursements for the period ending August 3, 2011 was presented to the City Council for approval;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS: that payment of the list of disbursements of the following funds is approved:

| | | |
|--|---------------------------------|---------------------|
| | General & Special Revenue | \$197,397.87 |
| | Debt Service & Capital Projects | 181,719.06 |
| | Enterprise & Internal Service | 358,777.29 |
| | Escrows | 20,499.38 |
| | | |
| | Grand Total for All Funds | <u>\$758,393.60</u> |
| | | |
| | | |

Adopted by the City Council of Inver Grove Heights this 8th day of August, 2011.

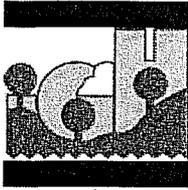
Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy City Clerk



City of Inver Grove Heights

Expense Approval Report

By Fund

Payment Dates 7/21/2011 - 8/3/2011

| Vendor Name | Payment Number | Payable Number | Account Name | Account Number | Amount |
|---|----------------|-----------------|--------------------------------|-----------------------|-----------|
| Fund: 101 - GENERAL FUND | | | | | |
| MN LIFE INSURANCE CO | 107637 | AUGUST 2011 | LIFE INS DEDUCT PAYABLE | 101.203.2030900 | 1,837.28 |
| LEVANDER, GILLEN & MILLER P.A. | 107745 | 6/30/11 | CORP. CITY COUNCIL MTGS | 101.41.1000.413.30401 | 120.00 |
| LEVANDER, GILLEN & MILLER P.A. | 107745 | 6/30/11 | CORPORATE | 101.41.1000.413.30420 | 11,442.41 |
| LILLIE SUBURBAN NEWSPAPERS | 107622 | 5/31/11 | ADVERTISING/PUBLISHED NOTICES | 101.41.1000.413.50025 | 51.75 |
| LILLIE SUBURBAN NEWSPAPERS | 107622 | 5/31/11 | ADVERTISING/PUBLISHED NOTICES | 101.41.1000.413.50025 | 17.25 |
| BRINKMAN, AMY | 107690 | 7/29/11 | REGULAR FULL-TIME | 101.41.1100.413.10100 | 50.00 |
| MN LIFE INSURANCE CO | 107637 | AUGUST 2011 | LIFE INSURANCE | 101.41.1100.413.20620 | 75.50 |
| TRANS UNION LLC | 107675 | 06118683 | PERSONNEL SERVICES | 101.41.1100.413.30500 | 49.60 |
| TWIN CITIES OCCUPATIONAL HEALTH PC | 107676 | 101801850 | PERSONNEL SERVICES | 101.41.1100.413.30500 | 50.00 |
| TWIN CITIES OCCUPATIONAL HEALTH PC | 107676 | 101806006 | PERSONNEL SERVICES | 101.41.1100.413.30500 | 270.00 |
| OPTUMHEALTH FINANCIAL SERVICES | 107646 | 142627 | FLEX/COMP ACCOUNT FEE | 101.41.1100.413.30550 | 23.60 |
| TIMESAVER OFF SITE SECRETARIAL INC | 107674 | 18481 | OTHER PROFESSIONAL SERVICES | 101.41.1100.413.30700 | 586.50 |
| WHAT WORKS INC | 107685 | IGH11-02 | OTHER PROFESSIONAL SERVICES | 101.41.1100.413.30700 | 760.00 |
| SPRINT | 107769 | 573073317-116 | TELEPHONE | 101.41.1100.413.50020 | 38.08 |
| J-C PRESS | 107741 | 113053 | PRINT. & BIND. INSIGHTS | 101.41.1100.413.50032 | 3,257.00 |
| GLASSING FLORIST | 107607 | 00309790 | SUPPLIES - OTHER | 101.41.1100.413.60065 | 118.33 |
| ADVISORS MARKETING GROUP, THE | 107566 | INV17097 | SUPPLIES - OTHER | 101.41.1100.413.60065 | 224.05 |
| MN LIFE INSURANCE CO | 107637 | AUGUST 2011 | LIFE INSURANCE | 101.41.2000.415.20620 | 87.80 |
| OPTUMHEALTH FINANCIAL SERVICES | 107646 | 142627 | FLEX/COMP ACCOUNT FEE | 101.41.2000.415.30550 | 28.91 |
| AICPA DUES PROCESSING | 107550 | 2011-2012 | DUES, LICENSES & SUBSCRIPTIONS | 101.41.2000.415.50070 | 394.00 |
| ARROWWOOD RESORT & CONFERENCE CTR | 107554 | 9/20/11-9/23/11 | MEALS AND LODGING | 101.41.2000.415.50075 | 346.28 |
| MIN GFOA | 107557 | 9/21-9/23 | CONFERENCES AND SEMINARS | 101.41.2000.415.50080 | 225.00 |
| WIEDERHOEFT, ADAM | 107697 | 7/29/11 | REGULAR FULL-TIME | 101.42.4000.421.10100 | 1,840.39 |
| MN LIFE INSURANCE CO | 107637 | AUGUST 2011 | LIFE INSURANCE | 101.42.4000.421.20620 | 447.37 |
| LEVANDER, GILLEN & MILLER P.A. | 107745 | 6/30/11 | CORPORATE | 101.42.4000.421.30420 | 100.00 |
| LEVANDER, GILLEN & MILLER P.A. | 107745 | 6/30/11 | CORPORATE | 101.42.4000.421.30420 | 196.00 |
| LEVANDER, GILLEN & MILLER P.A. | 107745 | 6/30/11 | CORPORATE | 101.42.4000.421.30420 | 24.00 |
| LEVANDER, GILLEN & MILLER P.A. | 107745 | 6/30/11 | CORPORATE | 101.42.4000.421.30420 | 16.00 |
| LEVANDER, GILLEN & MILLER P.A. | 107745 | 6/30/11 | CORPORATE | 101.42.4000.421.30420 | 8.00 |
| OPTUMHEALTH FINANCIAL SERVICES | 107646 | 142627 | FLEX/COMP ACCOUNT FEE | 101.42.4000.421.30550 | 90.40 |
| SPRINT | 107769 | 166309819-044 | TELEPHONE | 101.42.4000.421.50020 | 120.10 |
| LANGUAGE LINE SERVICES | 107619 | 2773979 | TELEPHONE | 101.42.4000.421.50020 | 6.46 |
| USA MOBILITY WIRELESS INC | 107782 | u0317409g | TELEPHONE | 101.42.4000.421.50020 | 26.60 |
| COPY RIGHT | 107584 | 51638 | PRINTING & BINDING | 101.42.4000.421.50030 | 211.39 |
| NATIONAL ASSOCIATION OF SCHOOL RESOURCE | 107754 | 7/30/11 | DUES, LICENSES & SUBSCRIPTIONS | 101.42.4000.421.50070 | 40.00 |
| DAKOTA COUNTY TECHNICAL COLLEGE | 107589 | 7/14/11 | CONFERENCES AND SEMINARS | 101.42.4000.421.50080 | 675.00 |
| AMAZON.COM | DFT0000001 | ELAN 072011-A | SM TOOLS & MISC EQUIPMENT | 101.42.4000.421.60040 | 315.00 |
| ENTENMANN-ROVIN CO. | 107598 | 0072493-IN | UNIFORMS & CLOTHING | 101.42.4000.421.60045 | 215.84 |
| UNIFORMS UNLIMITED | 107678 | 82712 | UNIFORMS & CLOTHING | 101.42.4000.421.60045 | 61.37 |
| WAL-MART BUSINESS | 107785 | 001408 | SUPPLIES - OTHER | 101.42.4000.421.60065 | 28.20 |
| SIRCHIE FINGER PRINT LABORATORIES | 107663 | 0043429-IN | SUPPLIES - OTHER | 101.42.4000.421.60065 | 51.62 |
| WAL-MART BUSINESS | 107785 | 008058 | SUPPLIES - OTHER | 101.42.4000.421.60065 | 88.09 |
| INTOXIMETERS | 107611 | 337109 | SUPPLIES - OTHER | 101.42.4000.421.60065 | 64.13 |
| MINNEAPOLIS OXYGEN CO. | 107751 | 3943 | SUPPLIES - OTHER | 101.42.4000.421.60065 | 142.87 |
| ACE PAINT & HARDWARE | 107705 | 504820/5 | SUPPLIES - OTHER | 101.42.4000.421.60065 | 32.05 |
| ACE PAINT & HARDWARE | 107705 | 505031/5 | SUPPLIES - OTHER | 101.42.4000.421.60065 | 27.74 |
| ACE PAINT & HARDWARE | 107705 | 505034/5 | SUPPLIES - OTHER | 101.42.4000.421.60065 | 8.02 |
| PARTY CITY | DFT0000033 | ELAN 072011-A6 | SUPPLIES - OTHER | 101.42.4000.421.60065 | 82.22 |
| CUB FOODS | DFT0000007 | ELAN 072011-F | SUPPLIES - OTHER | 101.42.4000.421.60065 | 23.91 |
| CUB FOODS | DFT0000008 | ELAN 072011-G | SUPPLIES - OTHER | 101.42.4000.421.60065 | 128.90 |
| LOCAL GOVERNMENT INFORMATION SYSTEM | 107623 | 33854 | LEASE PAYMENTS | 101.42.4000.421.70300 | 1,431.00 |
| DAKOTA COMMUNICATIONS CENTER | 107588 | IG2011-08 | LEASE PAYMENTS | 101.42.4000.421.70300 | 26,178.00 |
| MN LIFE INSURANCE CO | 107637 | AUGUST 2011 | LIFE INSURANCE | 101.42.4200.423.20620 | 41.08 |

Expense Approval Report

Payment Dates: 7/21/2011 - 8/3/2011

| Vendor Name | Payment Number | Payable Number | Account Name | Account Number | Amount |
|-------------------------------------|----------------|----------------|--------------------------------|-----------------------|-----------|
| LEVANDER, GILLEN & MILLER P.A. | 107745 | 6/30/11 | CORPORATE | 101.42.4200.423.30420 | 88.00 |
| SOUTH RIVER HEATING & COOLING, INC. | 107667 | 11-15398 | REPAIR & MAINT-BUILDINGS | 101.42.4200.423.40040 | 180.82 |
| PRESTIGE ELECTRIC, INC. | 107760 | 85209 | REPAIR & MAINT-BUILDINGS | 101.42.4200.423.40040 | 258.00 |
| PRESTIGE ELECTRIC, INC. | 107760 | 85219 | REPAIR & MAINT-BUILDINGS | 101.42.4200.423.40040 | 305.00 |
| SPRINT | 107670 | 266183728-082 | TELEPHONE | 101.42.4200.423.50020 | 510.19 |
| SPRINT | 107670 | 641378810-044 | TELEPHONE | 101.42.4200.423.50020 | 39.99 |
| QWEST | 107761 | 7/19/11 | TELEPHONE | 101.42.4200.423.50020 | 40.09 |
| IAFC MEMBERSHIP | DFT0000022 | ELAN 072011-U | DUES, LICENSES & SUBSCRIPTIONS | 101.42.4200.423.50070 | 204.00 |
| SPEAK EASY | DFT0000035 | ELAN 072011-A8 | MEALS AND LODGING | 101.42.4200.423.50075 | 15.98 |
| CUB FOODS | DFT0000009 | ELAN 072011-H | MEALS AND LODGING | 101.42.4200.423.50075 | 28.73 |
| CUB FOODS | DFT0000010 | ELAN 072011-I | MEALS AND LODGING | 101.42.4200.423.50075 | 16.58 |
| HOLIDAY INN | DFT0000018 | ELAN 072011-Q | MEALS AND LODGING | 101.42.4200.423.50075 | 373.54 |
| HOLIDAY INN | DFT0000019 | ELAN 072011-R | MEALS AND LODGING | 101.42.4200.423.50075 | 8.46 |
| ACE PAINT & HARDWARE | 107563 | 507855/5 | SUPPLIES-TRAINING | 101.42.4200.423.60018 | 40.59 |
| HOME DEPOT CREDIT SERVICES | 107740 | 7991798 | SM TOOLS & MISC EQUIPMENT | 101.42.4200.423.60040 | 35.90 |
| ASPEN MILLS | 107712 | 110657 | UNIFORMS & CLOTHING | 101.42.4200.423.60045 | 141.24 |
| ST PAUL STAMP WORKS INC | 107772 | 231440 | UNIFORMS & CLOTHING | 101.42.4200.423.60045 | 381.85 |
| ST. PAUL STAMP WORKS, INC. | 107672 | 231489 | UNIFORMS & CLOTHING | 101.42.4200.423.60045 | 734.43 |
| FIRE SAFETY USA | 107600 | 45145 | SUPPLIES - OTHER | 101.42.4200.423.60065 | 4,825.00 |
| ACE PAINT & HARDWARE | 107563 | 506902/5 | SUPPLIES - OTHER | 101.42.4200.423.60065 | 9.37 |
| BOUND TREE MEDICAL LLC | 107714 | 87269429 | SUPPLIES - OTHER | 101.42.4200.423.60065 | 445.95 |
| DAKOTA COMMUNICATIONS CENTER | 107588 | IG2011-08 | MISCELLANEOUS CONTRACTS | 101.42.4200.423.70501 | 13,090.00 |
| MN LIFE INSURANCE CO | 107637 | AUGUST 2011 | LIFE INSURANCE | 101.43.5000.441.20620 | 21.61 |
| LEVANDER, GILLEN & MILLER P.A. | 107745 | 6/30/11 | CORPORATE | 101.43.5000.441.30420 | 2,669.00 |
| OPTUMHEALTH FINANCIAL SERVICES | 107646 | 142627 | FLEX/COMP ACCOUNT FEE | 101.43.5000.441.30550 | 6.65 |
| MN LIFE INSURANCE CO | 107637 | AUGUST 2011 | LIFE INSURANCE | 101.43.5100.442.20620 | 123.04 |
| LEVANDER, GILLEN & MILLER P.A. | 107745 | 6/30/11 | CORPORATE | 101.43.5100.442.30420 | 32.00 |
| OPTUMHEALTH FINANCIAL SERVICES | 107646 | 142627 | FLEX/COMP ACCOUNT FEE | 101.43.5100.442.30550 | 28.75 |
| SPRINT | 107670 | 378740559-009 | TELEPHONE | 101.43.5100.442.50020 | 335.89 |
| AMERICAN PUBLIC WORKS ASSOCIATION | 107568 | INV716824 | DUES, LICENSES & SUBSCRIPTIONS | 101.43.5100.442.50070 | 111.59 |
| FIRSTSCRIBE | 107601 | 21958 | MISC-COMPUTER SOFTWARE | 101.43.5100.442.60042 | 250.00 |
| ESRI INC | DFT0000015 | ELAN 072011-N | MISC-COMPUTER SOFTWARE | 101.43.5100.442.60042 | 635.91 |
| MN LIFE INSURANCE CO | 107637 | AUGUST 2011 | LIFE INSURANCE | 101.43.5200.443.20620 | 70.28 |
| TELVENT DTN | 107776 | 3463100 | OTHER PROFESSIONAL SERVICES | 101.43.5200.443.30700 | 736.00 |
| XCEL ENERGY | 107788 | 378751087 | ELECTRIC UTILITY SERVICES | 101.43.5200.443.40020 | 680.32 |
| LETENDRE CONCRETE & DESIGN LLC | 107621 | 6/7/11 | REPAIR & MAINT.-ROAD | 101.43.5200.443.40046 | 1,200.00 |
| ST. CROIX TREE SERVICE, INC. | 107773 | 65985 | REPAIR & MAINT.-ROAD | 101.43.5200.443.40046 | 507.66 |
| ST CROIX TREE SERVICE | 107771 | 65991 | REPAIR & MAINT.-ROAD | 101.43.5200.443.40046 | 347.34 |
| ST. CROIX TREE SERVICE, INC. | 107773 | 66137 | REPAIR & MAINT.-ROAD | 101.43.5200.443.40046 | 1,875.66 |
| ST. CROIX TREE SERVICE, INC. | 107773 | 66139 | REPAIR & MAINT.-ROAD | 101.43.5200.443.40046 | 1,479.15 |
| ACE BLACKTOP, INC. | 107562 | INV9918 | REPAIR & MAINT.-ROAD | 101.43.5200.443.40046 | 9,500.00 |
| M & J SERVICES, LLC | 107627 | 64 | STORM WATER | 101.43.5200.443.40066 | 1,310.00 |
| M & J SERVICES, LLC | 107627 | 65 | STORM WATER | 101.43.5200.443.40066 | 940.00 |
| SCHERFF INC | 107765 | 7/14/11 | STORM WATER | 101.43.5200.443.40066 | 5,822.74 |
| SIGN WAREHOUSE.COM | 107662 | 0002698570 | SUPPLIES - MAINTENANCE | 101.43.5200.443.60016 | 20.00 |
| DENZER, ELEANOR | 107592 | 126972 | SUPPLIES - MAINTENANCE | 101.43.5200.443.60016 | 67.36 |
| HOME DEPOT CREDIT SERVICES | 107740 | 4560223 | SUPPLIES - MAINTENANCE | 101.43.5200.443.60016 | 65.29 |
| ACE PAINT & HARDWARE | 107705 | 507972/5 | SUPPLIES - MAINTENANCE | 101.43.5200.443.60016 | 19.21 |
| SOLBERG AGGREGATE CO | 107665 | 6542 | SUPPLIES - MAINTENANCE | 101.43.5200.443.60016 | 860.49 |
| SOLBERG AGGREGATE CO | 107768 | 6592 | SUPPLIES - MAINTENANCE | 101.43.5200.443.60016 | 320.50 |
| SOLBERG AGGREGATE CO | 107768 | 6674 | SUPPLIES - MAINTENANCE | 101.43.5200.443.60016 | 812.41 |
| MENARDS - WEST ST. PAUL | 107750 | 681 | SUPPLIES - MAINTENANCE | 101.43.5200.443.60016 | 83.43 |
| DANNER LANDSCAPING | 107725 | 8153 | SUPPLIES - MAINTENANCE | 101.43.5200.443.60016 | 18.17 |
| DANNER LANDSCAPING | 107725 | 8158 | SUPPLIES - MAINTENANCE | 101.43.5200.443.60016 | 54.51 |
| DENZER, ELEANOR | 107592 | COTT 93150 | SUPPLIES - MAINTENANCE | 101.43.5200.443.60016 | 119.97 |
| MN GLOVE & SAFETY, INC. | 107752 | 254412 | UNIFORMS & CLOTHING | 101.43.5200.443.60045 | 28.99 |
| ARAMARK | 107710 | 629-7287274 | UNIFORMS & CLOTHING | 101.43.5200.443.60045 | 18.04 |
| ARAMARK UNIFORM SERVICES | 107571 | INV629-7282538 | UNIFORMS & CLOTHING | 101.43.5200.443.60045 | 12.86 |
| XCEL ENERGY | 107788 | 191759035 | ELECTRIC UTILITY SERVICES | 101.43.5400.445.40020 | 40.11 |
| XCEL ENERGY | 107788 | 377413221 | ELECTRIC UTILITY SERVICES | 101.43.5400.445.40020 | 37.43 |

Expense Approval Report

Payment Dates: 7/21/2011 - 8/3/2011

| Vendor Name | Payment Number | Payable Number | Account Name | Account Number | Amount |
|------------------------------------|----------------|-------------------|---------------------------------|-----------------------|----------|
| XCEL ENERGY | 107788 | 378267164 | ELECTRIC UTILITY SERVICES | 101.43.5400.445.40020 | 36.75 |
| XCEL ENERGY | 107788 | 378751109 | ELECTRIC UTILITY SERVICES | 101.43.5400.445.40020 | 11.03 |
| XCEL ENERGY | 107788 | 378751342 | ELECTRIC UTILITY SERVICES | 101.43.5400.445.40020 | 12.24 |
| XCEL ENERGY | 107788 | 378751602 | ELECTRIC UTILITY SERVICES | 101.43.5400.445.40020 | 129.55 |
| XCEL ENERGY | 107788 | 378752056 | ELECTRIC UTILITY SERVICES | 101.43.5400.445.40020 | 153.33 |
| XCEL ENERGY | 107788 | 378752402 | ELECTRIC UTILITY SERVICES | 101.43.5400.445.40020 | 102.04 |
| XCEL ENERGY | 107788 | 378752490 | ELECTRIC UTILITY SERVICES | 101.43.5400.445.40020 | 6,875.40 |
| XCEL ENERGY | 107788 | 378752515 | ELECTRIC UTILITY SERVICES | 101.43.5400.445.40020 | 497.80 |
| XCEL ENERGY | 107788 | 378752556 | ELECTRIC UTILITY SERVICES | 101.43.5400.445.40020 | 791.37 |
| XCEL ENERGY | 107788 | 378752570 | ELECTRIC UTILITY SERVICES | 101.43.5400.445.40020 | 35.72 |
| XCEL ENERGY | 107788 | 378752583 | ELECTRIC UTILITY SERVICES | 101.43.5400.445.40020 | 13.79 |
| XCEL ENERGY | 107788 | 378752596 | ELECTRIC UTILITY SERVICES | 101.43.5400.445.40020 | 819.90 |
| XCEL ENERGY | 107788 | 378752608 | ELECTRIC UTILITY SERVICES | 101.43.5400.445.40020 | 96.53 |
| XCEL ENERGY | 107788 | 378752621 | ELECTRIC UTILITY SERVICES | 101.43.5400.445.40020 | 45.90 |
| XCEL ENERGY | 107788 | 378752638 | ELECTRIC UTILITY SERVICES | 101.43.5400.445.40020 | 15.77 |
| XCEL ENERGY | 107788 | 378753239 | ELECTRIC UTILITY SERVICES | 101.43.5400.445.40020 | 159.50 |
| XCEL ENERGY | 107788 | 378753476 | ELECTRIC UTILITY SERVICES | 101.43.5400.445.40020 | 89.80 |
| XCEL ENERGY | 107788 | 379004521 | ELECTRIC UTILITY SERVICES | 101.43.5400.445.40020 | 44.57 |
| XCEL ENERGY | 107788 | 379005332 | ELECTRIC UTILITY SERVICES | 101.43.5400.445.40020 | 103.20 |
| DAKOTA ELECTRIC ASSN | 107590 | 6/28/11-06 | ELECTRIC UTILITY SERVICES | 101.43.5400.445.40020 | 70.83 |
| DAKOTA ELECTRIC ASSN | 107590 | 6/28/11-07 | ELECTRIC UTILITY SERVICES | 101.43.5400.445.40020 | 37.40 |
| DAKOTA ELECTRIC ASSN | 107591 | 7/7/11-01 | ELECTRIC UTILITY SERVICES | 101.43.5400.445.40020 | 1,156.33 |
| XCEL ENERGY | 107788 | 378243165 | REPAIR & MAINT.-EQUIPMENT | 101.43.5400.445.40042 | 65.04 |
| XCEL ENERGY | 107788 | 378246469 | REPAIR & MAINT.-EQUIPMENT | 101.43.5400.445.40042 | 12.30 |
| CARLSON, ERIC | 107694 | 7/29/11 | REGULAR FULL-TIME | 101.44.6000.451.10100 | 885.00 |
| MN LIFE INSURANCE CO | 107637 | AUGUST 2011 | LIFE INSURANCE | 101.44.6000.451.20620 | 94.29 |
| LEVANDER, GILLEN & MILLER P.A. | 107745 | 6/30/11 | CORPORATE | 101.44.6000.451.30420 | 982.86 |
| OPTUMHEALTH FINANCIAL SERVICES | 107646 | 142627 | FLEX/COMP ACCOUNT FEE | 101.44.6000.451.30550 | 5.03 |
| TELVENT DTN | 107776 | 3463100 | OTHER PROFESSIONAL SERVICES | 101.44.6000.451.30700 | 736.00 |
| MIRACLE RECREATION EQUIPMENT | 107634 | 713187 | REPAIR & MAINT-OTHER STRUCTURES | 101.44.6000.451.40047 | 483.35 |
| MTI DISTRIBUTING CO | 107643 | 791517-00 | REPAIR & MAINT-OTHER STRUCTURES | 101.44.6000.451.40047 | 47.15 |
| NATURE CALLS, INC. | 107645 | 15360 | OTHER RENTALS | 101.44.6000.451.40065 | 520.31 |
| CARLSON, ERIC | 107577 | 1864533871-435704 | PARKS ALLOCATION | 101.44.6000.451.40080 | 40.00 |
| QWEST | 107651 | 7/13/11 660 | TELEPHONE | 101.44.6000.451.50020 | 41.56 |
| QWEST | 107651 | 7/13/11 975 | TELEPHONE | 101.44.6000.451.50020 | 41.56 |
| CARLSON, ERIC | 107577 | 1/21/11 | POSTAGE/DELIVERY | 101.44.6000.451.50035 | 3.24 |
| VIKING PAINTS, INC. | 107683 | 34809 | SUPPLIES - MAINTENANCE | 101.44.6000.451.60016 | 603.25 |
| ACE PAINT & HARDWARE | 107563 | 506436/5 | SUPPLIES - MAINTENANCE | 101.44.6000.451.60016 | 15.97 |
| ACE PAINT & HARDWARE | 107563 | 506493/5 | SUPPLIES - MAINTENANCE | 101.44.6000.451.60016 | 21.35 |
| ACE PAINT & HARDWARE | 107563 | 507199/5 | SUPPLIES - MAINTENANCE | 101.44.6000.451.60016 | 7.03 |
| ACE PAINT & HARDWARE | 107563 | 507261/5 | SUPPLIES - MAINTENANCE | 101.44.6000.451.60016 | 16.00 |
| EUREKA SAND AND GRAVEL INC. | 107731 | 15553 | FERTILIZERS | 101.44.6000.451.60030 | 1,946.07 |
| PEARL VALLEY ORGANIX, INC. | 107648 | 52975 | FERTILIZERS | 101.44.6000.451.60030 | 4,112.30 |
| PEARL VALLEY ORGANIX, INC. | 107648 | 52978 | FERTILIZERS | 101.44.6000.451.60030 | 5,008.15 |
| PEARL VALLEY ORGANIX, INC. | 107648 | 52979 | FERTILIZERS | 101.44.6000.451.60030 | 5,002.00 |
| ACE PAINT & HARDWARE | 107563 | 503896/5 | SM TOOLS & MISC EQUIPMENT | 101.44.6000.451.60040 | 12.81 |
| SEXTON COMPANY, THE | 107660 | 53665 | UNIFORMS & CLOTHING | 101.44.6000.451.60045 | 60.00 |
| ZEE MEDICAL SERVICE | 107689 | 54180026 | UNIFORMS & CLOTHING | 101.44.6000.451.60045 | 217.68 |
| ARAMARK | 107710 | 629-7287274 | UNIFORMS & CLOTHING | 101.44.6000.451.60045 | 23.32 |
| ARAMARK UNIFORM SERVICES | 107571 | INV629-7282538 | UNIFORMS & CLOTHING | 101.44.6000.451.60045 | 23.32 |
| ACE PAINT & HARDWARE | 107563 | 507761/5 | SUPPLIES-VANDALISM | 101.44.6000.451.60066 | 25.08 |
| BUDGET SANDBLASTING & PAINTING INC | 107575 | 7/13/11-01 | SUPPLIES-VANDALISM | 101.44.6000.451.60066 | 495.00 |
| BUDGET SANDBLASTING & PAINTING INC | 107575 | 7/13/11-02 | SUPPLIES-VANDALISM | 101.44.6000.451.60066 | 2,861.00 |
| MN LIFE INSURANCE CO | 107637 | AUGUST 2011 | LIFE INSURANCE | 101.45.3000.419.20620 | 30.16 |
| EHLERS AND ASSOCIATES, INC. | 107594 | 343061 | FISCAL CONSULTANTS | 101.45.3000.419.30150 | 197.50 |
| OPTUMHEALTH FINANCIAL SERVICES | 107646 | 142627 | FLEX/COMP ACCOUNT FEE | 101.45.3000.419.30550 | 13.30 |
| MN LIFE INSURANCE CO | 107637 | AUGUST 2011 | LIFE INSURANCE | 101.45.3200.419.20620 | 30.53 |
| LEVANDER, GILLEN & MILLER P.A. | 107745 | 6/30/11 | CORPORATE | 101.45.3200.419.30420 | 1,108.00 |
| LEVANDER, GILLEN & MILLER P.A. | 107745 | 6/30/11 | CORPORATE | 101.45.3200.419.30420 | 418.00 |
| LILLIE SUBURBAN NEWSPAPERS | 107622 | 5/31/11 | ADVERTISING/PUBLISHED NOTICES | 101.45.3200.419.50025 | 23.00 |

Expense Approval Report

Payment Dates: 7/21/2011 - 8/3/2011

| Vendor Name | Payment Number | Payable Number | Account Name | Account Number | Amount |
|--|----------------|-----------------|--------------------------------|-----------------------|-------------------|
| LILLIE SUBURBAN NEWSPAPERS | 107622 | 5/31/11 | ADVERTISING/PUBLISHED NOTICES | 101.45.3200.419.50025 | 23.00 |
| MN LIFE INSURANCE CO | 107637 | AUGUST 2011 | LIFE INSURANCE | 101.45.3300.419.20620 | 59.40 |
| LEVANDER, GILLEN & MILLER P.A. | 107745 | 6/30/11 | CORPORATE | 101.45.3300.419.30420 | 48.00 |
| OPTUMHEALTH FINANCIAL SERVICES | 107646 | 142627 | FLEX/COMP ACCOUNT FEE | 101.45.3300.419.30550 | 12.30 |
| MERCHAK, JOE | 107633 | 6/28/11 | UNIFORMS & CLOTHING | 101.45.3300.419.60045 | 48.11 |
| Fund 101 - GENERAL FUND Total: | | | | | 143,529.23 |
| Fund: 201 - C.V.B. FUND | | | | | |
| RIVER HEIGHTS CHAMBER OF COMMERCE | 107654 | 1559 | OTHER PROFESSIONAL SERVICES | 201.44.1600.465.30700 | 1,592.50 |
| RIVER HEIGHTS CHAMBER OF COMMERCE | 107654 | 1559 | OTHER RENTALS | 201.44.1600.465.40065 | 200.00 |
| RIVER HEIGHTS CHAMBER OF COMMERCE | 107654 | 1565 | TELEPHONE | 201.44.1600.465.50020 | 100.00 |
| MALL OF AMERICA - SALES DEPARTMENT | 107701 | 7/27/11 | ADVERTISING/PUBLISHED NOTICES | 201.44.1600.465.50025 | 1,325.00 |
| MISSISSIPPI PUB | 107635 | 7/6/11 | ADVERTISING/PUBLISHED NOTICES | 201.44.1600.465.50025 | 250.00 |
| RIVER HEIGHTS CHAMBER OF COMMERCE | 107654 | 1565 | POSTAGE/DELIVERY | 201.44.1600.465.50035 | 0.64 |
| LONE OAK COMPANIES | 107625 | 7/6/11 | POSTAGE/DELIVERY | 201.44.1600.465.50035 | 85.00 |
| GLASSING FLORIST | 107607 | 00309628 | SUPPLIES - OTHER | 201.44.1600.465.60065 | 50.00 |
| RIVER HEIGHTS CHAMBER OF COMMERCE | 107654 | 1565 | SUPPLIES - OTHER | 201.44.1600.465.60065 | 15.07 |
| Fund 201 - C.V.B. FUND Total: | | | | | 3,618.21 |
| Fund: 204 - RECREATION FUND | | | | | |
| MN YOUTH ATHLETIC SERVICES | 107642 | 7/18/11 | FIELD RENTALS | 204.44.0000.3471000 | 1,890.50 |
| WONICK, JUDY | 107692 | 7/29/11 | REGULAR FULL-TIME | 204.44.6100.452.10100 | 648.45 |
| ELLEN RYAN | 107596 | PR 7/15/11 | TEMPORARY EMPLOYEES | 204.44.6100.452.10300 | 123.17 |
| MN LIFE INSURANCE CO | 107637 | AUGUST 2011 | LIFE INSURANCE | 204.44.6100.452.20620 | 72.11 |
| OPTUMHEALTH FINANCIAL SERVICES | 107646 | 142627 | FLEX/COMP ACCOUNT FEE | 204.44.6100.452.30550 | 13.09 |
| SAVE A LIFE | 107658 | 2758 | OTHER PROFESSIONAL SERVICES | 204.44.6100.452.30700 | 525.00 |
| SKYHAWKS SPORTS ACADEMY, INC. | 107664 | 309119416 | OTHER PROFESSIONAL SERVICES | 204.44.6100.452.30700 | 374.85 |
| SPORTS UNLIMITED | 107669 | 6/27-7/1 | OTHER PROFESSIONAL SERVICES | 204.44.6100.452.30700 | 536.00 |
| SOUTH ST PAUL UMPIRES ASSOC | 107668 | 7/11/11 | OTHER PROFESSIONAL SERVICES | 204.44.6100.452.30700 | 4,239.00 |
| WULF, BRIAN | 107687 | 7/18/11 | OTHER PROFESSIONAL SERVICES | 204.44.6100.452.30700 | 195.78 |
| CLASEN EDUCATIONAL SERVICES | 107579 | 7/20/11 | OTHER PROFESSIONAL SERVICES | 204.44.6100.452.30700 | 50.00 |
| COMPUTER EXPLORERS | 107583 | INV682 | OTHER PROFESSIONAL SERVICES | 204.44.6100.452.30700 | 360.00 |
| MN VOLLEYBALL HEADQUARTERS INC | 107641 | P424 | OTHER PROFESSIONAL SERVICES | 204.44.6100.452.30700 | 1,021.75 |
| SPRINT | 107769 | 302193319-116 | TELEPHONE | 204.44.6100.452.50020 | 90.64 |
| MN SPORTS FEDERATION | 107640 | 6/30/11-01 | DUES, LICENSES & SUBSCRIPTIONS | 204.44.6100.452.50070 | 644.00 |
| MN SPORTS FEDERATION | 107640 | 7/11/11-01 | DUES, LICENSES & SUBSCRIPTIONS | 204.44.6100.452.50070 | 252.00 |
| US LACROSSE | DFT0000038 | ELAN 072011-A11 | DUES, LICENSES & SUBSCRIPTIONS | 204.44.6100.452.50070 | 50.00 |
| CRYSTAL CAVES | 107585 | 1115 | RECREATION ENTRANCE FEES | 204.44.6100.452.50090 | 169.50 |
| ADVENTURE ZONE, THE | 107565 | 12972 | RECREATION ENTRANCE FEES | 204.44.6100.452.50090 | 384.75 |
| FRAMING PLACE & GALLERY, THE | 107602 | 17477 | RECREATION | 204.44.6100.452.60009 | 121.82 |
| MN SPORTS FEDERATION | 107640 | 6/30/11-02 | RECREATION | 204.44.6100.452.60009 | 2,000.19 |
| DICK'S SPORTING GOODS | DFT0000011 | ELAN 072011-J | RECREATION | 204.44.6100.452.60009 | 160.88 |
| NATIONAL GARDENING ASSOCIATION | DFT0000016 | ELAN 072011-O | RECREATION | 204.44.6100.452.60009 | 113.95 |
| LOWE'S | DFT0000024 | ELAN 072011-W | RECREATION | 204.44.6100.452.60009 | 56.30 |
| LOWE'S | DFT0000025 | ELAN 072011-X | RECREATION | 204.44.6100.452.60009 | 107.09 |
| MICHAEL'S | DFT0000027 | ELAN 072011-Z | RECREATION | 204.44.6100.452.60009 | 31.83 |
| GOPHER | 107608 | INV8336191 | RECREATION | 204.44.6100.452.60009 | 14.93 |
| TAHO SPORTSWEAR | 107558 | INV11TF0838 | UNIFORMS & CLOTHING | 204.44.6100.452.60045 | 822.00 |
| TAHO SPORTSWEAR | 107558 | INV11TF0938 | UNIFORMS & CLOTHING | 204.44.6100.452.60045 | 1,083.04 |
| TAHO SPORTSWEAR | 107558 | INV11TF0940 | UNIFORMS & CLOTHING | 204.44.6100.452.60045 | 60.88 |
| TAHO SPORTSWEAR | 107558 | INV11TF0941 | UNIFORMS & CLOTHING | 204.44.6100.452.60045 | 33.97 |
| TAHO SPORTSWEAR | 107558 | INV11TF0942 | UNIFORMS & CLOTHING | 204.44.6100.452.60045 | 33.67 |
| TAHO SPORTSWEAR | 107558 | INV11TF0944 | UNIFORMS & CLOTHING | 204.44.6100.452.60045 | 26.77 |
| TAHO SPORTSWEAR | 107558 | INV11TF0944 | UNIFORMS & CLOTHING | 204.44.6100.452.60045 | 50.00 |
| TAHO SPORTSWEAR | 107558 | INV11TF0966 | UNIFORMS & CLOTHING | 204.44.6100.452.60045 | 721.44 |
| TAHO SPORTSWEAR | 107558 | INV11TF1137 | UNIFORMS & CLOTHING | 204.44.6100.452.60045 | 59.08 |
| TAHO SPORTSWEAR | 107558 | INV11TF1200 | UNIFORMS & CLOTHING | 204.44.6100.452.60045 | 134.64 |
| TAHO SPORTSWEAR | 107558 | INV11TF1236 | UNIFORMS & CLOTHING | 204.44.6100.452.60045 | 132.58 |
| AMERICAN SOCCER COMPANY, INC. | 107569 | INV6101225 | UNIFORMS & CLOTHING | 204.44.6100.452.60045 | 1,259.09 |
| Fund 204 - RECREATION FUND Total: | | | | | 18,664.74 |

Expense Approval Report

Payment Dates: 7/21/2011 - 8/3/2011

| Vendor Name | Payment Number | Payable Number | Account Name | Account Number | Amount |
|-------------------------------------|----------------|-----------------|--------------------------------|-----------------------|-----------|
| Fund: 205 - COMMUNITY CENTER | | | | | |
| AMANDA LANAHAN | 107567 | 7/1/11 | LESSONS/TUITION | 205.44.0000.3493501 | 35.00 |
| WONICK, JUDY | 107692 | 7/29/11 | REGULAR FULL-TIME | 205.44.6200.453.10100 | 648.44 |
| ERIK WELLMAN | 107691 | 7/29/11 | TEMPORARY EMPLOYEES | 205.44.6200.453.10300 | 443.85 |
| FISCHER, ALLISON K | 107699 | PR 7/29/11 | TEMPORARY EMPLOYEES | 205.44.6200.453.10300 | 311.71 |
| FRID, SAMUEL J | 107700 | PR 7/29/11 | TEMPORARY EMPLOYEES | 205.44.6200.453.10300 | 300.35 |
| MANN, BRITTANY M | 107702 | PR 7/29/11 | TEMPORARY EMPLOYEES | 205.44.6200.453.10300 | 140.38 |
| SCHROEDER, NICKOLAUS F | 107703 | PR 7/29/11 | TEMPORARY EMPLOYEES | 205.44.6200.453.10300 | 382.64 |
| MN LIFE INSURANCE CO | 107637 | AUGUST 2011 | LIFE INSURANCE | 205.44.6200.453.20620 | 12.21 |
| MN LIFE INSURANCE CO | 107637 | AUGUST 2011 | LIFE INSURANCE | 205.44.6200.453.20620 | 31.64 |
| MN LIFE INSURANCE CO | 107637 | AUGUST 2011 | LIFE INSURANCE | 205.44.6200.453.20620 | 9.59 |
| MN LIFE INSURANCE CO | 107637 | AUGUST 2011 | LIFE INSURANCE | 205.44.6200.453.20620 | 31.64 |
| MN LIFE INSURANCE CO | 107637 | AUGUST 2011 | LIFE INSURANCE | 205.44.6200.453.20620 | 12.21 |
| OPTUMHEALTH FINANCIAL SERVICES | 107646 | 142627 | FLEX/COMP ACCOUNT FEE | 205.44.6200.453.30550 | 5.65 |
| OPTUMHEALTH FINANCIAL SERVICES | 107646 | 142627 | FLEX/COMP ACCOUNT FEE | 205.44.6200.453.30550 | 28.23 |
| OPTUMHEALTH FINANCIAL SERVICES | 107646 | 142627 | FLEX/COMP ACCOUNT FEE | 205.44.6200.453.30550 | 5.65 |
| OPTUMHEALTH FINANCIAL SERVICES | 107646 | 142627 | FLEX/COMP ACCOUNT FEE | 205.44.6200.453.30550 | 5.65 |
| JOEL KACHEL | 107555 | 7/25/11 | OTHER PROFESSIONAL SERVICES | 205.44.6200.453.30700 | 150.00 |
| HOME DEPOT CREDIT SERVICES | 107740 | 1019173 | REPAIR & MAINT-BUILDINGS | 205.44.6200.453.40040 | 212.21 |
| JOHNSON CONTROLS | 107743 | 1-3402531481 | REPAIR & MAINT-BUILDINGS | 205.44.6200.453.40040 | 776.75 |
| BUILDING MATERIAL SUPPLY, INC. | 107717 | 29371 | REPAIR & MAINT-BUILDINGS | 205.44.6200.453.40040 | 618.72 |
| BUILDING MATERIAL SUPPLY, INC. | 107717 | 29383 | REPAIR & MAINT-BUILDINGS | 205.44.6200.453.40040 | 550.60 |
| WALL TRENDS INC | 107784 | 5170 | REPAIR & MAINT-BUILDINGS | 205.44.6200.453.40040 | 10,000.00 |
| PREMIER ELECTRICAL CORPORATION | 107759 | 53571 | REPAIR & MAINT-BUILDINGS | 205.44.6200.453.40040 | 1,125.00 |
| SPRUNG SERVICES | 107770 | 60063 | REPAIR & MAINT-BUILDINGS | 205.44.6200.453.40040 | 630.50 |
| HOME DEPOT CREDIT SERVICES | 107740 | 6017985 | REPAIR & MAINT-BUILDINGS | 205.44.6200.453.40040 | 279.98 |
| NORTHERN AIR CORP | 107755 | 74720 | REPAIR & MAINT-BUILDINGS | 205.44.6200.453.40040 | 255.50 |
| AMERICAN INDUSTRIAL REFRIGERATION | 107706 | 789190 | REPAIR & MAINT-BUILDINGS | 205.44.6200.453.40040 | 5,696.48 |
| DURAFLEX INTERNATIONAL CORP | DFT0000014 | ELAN 072011-M | REPAIR & MAINT-BUILDINGS | 205.44.6200.453.40040 | 250.68 |
| GRAINGER | 107734 | 9587734568 | REPAIR & MAINT.-EQUIPMENT | 205.44.6200.453.40042 | 140.05 |
| SPRINT | 107769 | 573073317-116 | TELEPHONE | 205.44.6200.453.50020 | 102.79 |
| SPRINT | 107769 | 573073317-116 | TELEPHONE | 205.44.6200.453.50020 | 10.74 |
| SPRINT | 107769 | 573073317-116 | TELEPHONE | 205.44.6200.453.50020 | 10.74 |
| SPRINT | 107769 | 573073317-116 | TELEPHONE | 205.44.6200.453.50020 | 102.79 |
| SPRINT | 107769 | 573073317-116 | TELEPHONE | 205.44.6200.453.50020 | 150.81 |
| US POSTMASTER | DFT0000037 | ELAN 072011-A10 | POSTAGE/DELIVERY | 205.44.6200.453.50035 | 4.95 |
| COMCAST | 107582 | 7/2/11 | DUES, LICENSES & SUBSCRIPTIONS | 205.44.6200.453.50070 | 74.95 |
| ZUMBA FITNESS | DFT0000040 | ELAN 072011-A13 | DUES, LICENSES & SUBSCRIPTIONS | 205.44.6200.453.50070 | 30.00 |
| SCHAUMANN, SUSAN | 107659 | 6/15/11 | CONFERENCES AND SEMINARS | 205.44.6200.453.50080 | 80.00 |
| MN CHILDREN'S MUSEUM | 107636 | 25709 | RECREATION ENTRANCE FEES | 205.44.6200.453.50090 | 133.00 |
| MN TWINS | DFT0000028 | ELAN 072011-A1 | RECREATION ENTRANCE FEES | 205.44.6200.453.50090 | 300.00 |
| MN TWINS | DFT0000029 | ELAN 072011-A2 | RECREATION ENTRANCE FEES | 205.44.6200.453.50090 | 300.00 |
| MN TWINS | DFT0000030 | ELAN 072011-A3 | RECREATION ENTRANCE FEES | 205.44.6200.453.50090 | 265.00 |
| UNITED LABORATORIES | 107779 | 18113 | SUPPLIES-JANITOR/CLEANING | 205.44.6200.453.60011 | 123.88 |
| UNITED LABORATORIES | 107779 | 18113 | SUPPLIES-JANITOR/CLEANING | 205.44.6200.453.60011 | 123.88 |
| HILLYARD INC | 107739 | 6817463 | SUPPLIES-JANITOR/CLEANING | 205.44.6200.453.60011 | 393.48 |
| HILLYARD INC | 107739 | 6817463 | SUPPLIES-JANITOR/CLEANING | 205.44.6200.453.60011 | 393.48 |
| MENARDS - WEST ST. PAUL | 107750 | 1560 | SUPPLIES - SHOP | 205.44.6200.453.60012 | 108.52 |
| MENARDS - WEST ST. PAUL | 107750 | 1560 | SUPPLIES - SHOP | 205.44.6200.453.60012 | 108.53 |
| HOME DEPOT CREDIT SERVICES | 107740 | 1098035 | SUPPLIES - MAINTENANCE | 205.44.6200.453.60016 | 115.66 |
| APEC | 107709 | 116926 | SUPPLIES - MAINTENANCE | 205.44.6200.453.60016 | 934.14 |
| HOME DEPOT CREDIT SERVICES | 107740 | 1995815 | SUPPLIES - MAINTENANCE | 205.44.6200.453.60016 | 84.63 |
| HOME DEPOT CREDIT SERVICES | 107740 | 3992817 | SUPPLIES - MAINTENANCE | 205.44.6200.453.60016 | 175.68 |
| HOME DEPOT CREDIT SERVICES | 107740 | 4992549 | SUPPLIES - MAINTENANCE | 205.44.6200.453.60016 | 118.18 |
| ACE PAINT & HARDWARE | 107705 | 507736/5 | SUPPLIES - MAINTENANCE | 205.44.6200.453.60016 | 41.76 |
| HOME DEPOT CREDIT SERVICES | 107740 | 9019712 | SUPPLIES - MAINTENANCE | 205.44.6200.453.60016 | 32.14 |
| GRAINGER | 107734 | 9584123054 | SUPPLIES - MAINTENANCE | 205.44.6200.453.60016 | 439.83 |
| GRAINGER | 107734 | 9584937594 | SUPPLIES - MAINTENANCE | 205.44.6200.453.60016 | 59.32 |
| MENARDS - WEST ST. PAUL | 107750 | 96548 | SUPPLIES - MAINTENANCE | 205.44.6200.453.60016 | 73.88 |
| AMERICAN RED CROSS | 107707 | 11-02941 | SUPPLIES-TRAINING | 205.44.6200.453.60018 | 55.00 |

Expense Approval Report

Payment Dates: 7/21/2011 - 8/3/2011

| Vendor Name | Payment Number | Payable Number | Account Name | Account Number | Amount |
|--|----------------|-----------------|-----------------------------|--|-------------------|
| AMERICAN RED CROSS | 107707 | 11-94857 | SUPPLIES-TRAINING | 205.44.6200.453.60018 | 360.00 |
| OFFICEMAX INC | 107756 | 030171 | SM TOOLS & MISC EQUIPMENT | 205.44.6200.453.60040 | 19.24 |
| ACE PAINT & HARDWARE | 107563 | 507653/5 | SM TOOLS & MISC EQUIPMENT | 205.44.6200.453.60040 | 21.36 |
| MENARDS - WEST ST. PAUL | 107750 | 730 | SM TOOLS & MISC EQUIPMENT | 205.44.6200.453.60040 | 674.86 |
| GRAINGER | 107734 | 9587613689 | SM TOOLS & MISC EQUIPMENT | 205.44.6200.453.60040 | 756.53 |
| TAHO SPORTSWEAR | 107558 | INV11TF1130 | UNIFORMS & CLOTHING | 205.44.6200.453.60045 | 434.76 |
| TAHO SPORTSWEAR | 107558 | INV11TF1242 | UNIFORMS & CLOTHING | 205.44.6200.453.60045 | 165.30 |
| MAAS, RONI | 107629 | 4/11 | SUPPLIES - OTHER | 205.44.6200.453.60065 | 43.63 |
| WRIST BANDS.COM | DFT0000039 | ELAN 072011-A12 | SUPPLIES - OTHER | 205.44.6200.453.60065 | 58.00 |
| RAINBOW FOODS | DFT0000034 | ELAN 072011-A7 | SUPPLIES - OTHER | 205.44.6200.453.60065 | 1.78 |
| SUPER AMERICA | DFT0000036 | ELAN 072011-A9 | SUPPLIES - OTHER | 205.44.6200.453.60065 | 350.00 |
| DRI-DEK.COM | DFT0000012 | ELAN 072011-K | SUPPLIES - OTHER | 205.44.6200.453.60065 | 214.15 |
| DRI-DEK.COM | DFT0000013 | ELAN 072011-L | SUPPLIES - OTHER | 205.44.6200.453.60065 | 87.50 |
| HOLIDAY STATION STORES | DFT0000020 | ELAN 072011-S | SUPPLIES - OTHER | 205.44.6200.453.60065 | 12.24 |
| S & S WORLDWIDE | 107656 | INV6993463 | SUPPLIES - OTHER | 205.44.6200.453.60065 | 67.15 |
| VANCO SERVICES LLC | 107682 | INV00004691855 | OTHER MISCELLANEOUS | 205.44.6200.453.70600 | 88.50 |
| ST. CROIX VALLEY POPCORN LLC | 107774 | 81117818 | FOOD | 205.44.6200.453.76050 | 52.00 |
| COCA COLA BOTTLING COMPANY | 107720 | 0138556710 | BEVERAGES | 205.44.6200.453.76100 | 139.62 |
| | | | | Fund 205 - COMMUNITY CENTER Total: | 31,585.69 |
| Fund: 399 - CLOSED BOND FUND | | | | | |
| EHLERS AND ASSOCIATES, INC. | 107594 | 343058 | FISCAL CONSULTANTS | 399.57.9000.570.30150 | 902.50 |
| | | | | Fund 399 - CLOSED BOND FUND Total: | 902.50 |
| Fund: 402 - PARK ACQ. & DEV. FUND | | | | | |
| PARTNERS & SIRNY ARCHITECTS | 107757 | 1 | OTHER PROFESSIONAL SERVICES | 402.44.6000.451.30700 | 1,427.20 |
| BRAUN INTERTEC CORPORATION | 107716 | 337127 | OTHER PROFESSIONAL SERVICES | 402.44.6000.451.30700 | 865.60 |
| | | | | Fund 402 - PARK ACQ. & DEV. FUND Total: | 2,292.80 |
| Fund: 405 - NORTH SIDE WTR STOR. FAC. | | | | | |
| EHLERS AND ASSOCIATES, INC. | 107594 | 343063 | FISCAL CONSULTANTS | 405.57.9000.570.30150 | 332.50 |
| | | | | Fund 405 - NORTH SIDE WTR STOR. FAC. Total: | 332.50 |
| Fund: 420 - 2000 IMPROVEMENT FUND | | | | | |
| SRF CONSULTING GROUP, INC | 107671 | 07255.00-9 | ENGINEERING CONSULTANTS | 420.72.5900.720.30300 | 268.41 |
| LEVANDER, GILLEN & MILLER P.A. | 107745 | 6/30/11 | CORPORATE | 420.72.5900.720.30420 | 54.00 |
| | | | | Fund 420 - 2000 IMPROVEMENT FUND Total: | 322.41 |
| Fund: 425 - 2005 IMPROVEMENT FUND | | | | | |
| LOREN'S EXCAVATING CO., INC. | 107626 | 6/27/11 | ENGINEERING CONSULTANTS | 425.72.5900.725.30300 | 328.00 |
| TWIN CITY OUTDOOR SERVICES, INC | 107778 | TB-3205 | ENGINEERING CONSULTANTS | 425.72.5900.725.30300 | 2,050.00 |
| LEVANDER, GILLEN & MILLER P.A. | 107745 | 6/30/11 | CORPORATE | 425.72.5900.725.30420 | 1,737.21 |
| LEVANDER, GILLEN & MILLER P.A. | 107745 | 6/30/11 | CORPORATE | 425.72.5900.725.30420 | 54.00 |
| LEVANDER, GILLEN & MILLER P.A. | 107745 | 6/30/11 | CORPORATE | 425.72.5900.725.30420 | 2,521.05 |
| LEVANDER, GILLEN & MILLER P.A. | 107745 | 6/30/11 | CORPORATE | 425.72.5900.725.30420 | 222.00 |
| DCA TITLE | 107704 | 8/2/11 | LAND | 425.72.5900.725.80100 | 581.65 |
| LOREN'S EXCAVATING CO., INC. | 107626 | 6/27/11 | IMPROVEMENTS (NON-BLDG) | 425.72.5900.725.80300 | 1,528.25 |
| TWIN CITY OUTDOOR SERVICES, INC | 107778 | TB-3205 | IMPROVEMENTS (NON-BLDG) | 425.72.5900.725.80300 | 2,050.75 |
| | | | | Fund 425 - 2005 IMPROVEMENT FUND Total: | 11,072.91 |
| Fund: 428 - 2008 IMPROVEMENT FUND | | | | | |
| LEVANDER, GILLEN & MILLER P.A. | 107745 | 6/30/11 | CORPORATE | 428.72.5900.728.30420 | 526.50 |
| DAKOTA CTY SOIL & WATER | 107724 | 2142 | OTHER PROFESSIONAL SERVICES | 428.72.5900.728.30700 | 390.00 |
| APPLIED ECOLOGICAL SERVICES | 107570 | 22501 | MISCELLANEOUS CONTRACTS | 428.72.5900.728.70501 | 247.86 |
| MCGHIE BETTS, INC | 107631 | 20590 | OTHER MISCELLANEOUS | 428.72.5900.728.70600 | 3,718.00 |
| LILLIE SUBURBAN NEWSPAPERS | 107622 | 5/31/11 | OTHER MISCELLANEOUS | 428.72.5900.728.70600 | 94.88 |
| SHAW-LUNDQUIST ASSOCIATES | 107767 | 8/8/11 | BUILDINGS | 428.72.5900.728.80200 | 128,123.84 |
| | | | | Fund 428 - 2008 IMPROVEMENT FUND Total: | 133,101.08 |
| Fund: 429 - 2009 IMPROVEMENT FUND | | | | | |
| SHORT ELLIOTT HENDRICKSON, INC. | 107661 | 245376 | OTHER PROFESSIONAL SERVICES | 429.72.5900.729.30700 | 739.63 |
| MN POLLUTION CONTROL AGENCY | 107753 | 7700003496 | OTHER PROFESSIONAL SERVICES | 429.72.5900.729.30700 | 62.50 |
| BRAUER & ASSOCIATES LTD | 107715 | 1202905 | OTHER MISCELLANEOUS | 429.72.5900.729.70600 | 633.64 |
| ABC RENTALS INC | 107561 | 206009 | OTHER MISCELLANEOUS | 429.72.5900.729.70600 | 143.37 |
| ELIFEGUARD, INC. | 107729 | 29332 | OTHER MISCELLANEOUS | 429.72.5900.729.70600 | 292.56 |

Expense Approval Report

Payment Dates: 7/21/2011 - 8/3/2011

| Vendor Name | Payment Number | Payable Number | Account Name | Account Number | Amount |
|---|----------------|----------------|-------------------------------|-----------------------|------------------|
| WAUSAU TILE INC | 107786 | 401281-01 | OTHER MISCELLANEOUS | 429.72.5900.729.70600 | 59.77 |
| Fund 429 - 2009 IMPROVEMENT FUND Total: | | | | | 1,931.47 |
| Fund: 440 - PAVEMENT MANAGEMENT PROJ | | | | | |
| KIMLEY-HORN & ASSOCIATES, INC. | 107617 | 4497808 | ENGINEERING CONSULTANTS | 440.74.5900.740.30300 | 14,087.69 |
| LEVANDER, GILLEN & MILLER P.A. | 107745 | 6/30/11 | CORPORATE | 440.74.5900.740.30420 | 913.50 |
| LEVANDER, GILLEN & MILLER P.A. | 107745 | 6/30/11 | CORPORATE | 440.74.5900.740.30420 | 54.00 |
| LEVANDER, GILLEN & MILLER P.A. | 107745 | 6/30/11 | CORPORATE | 440.74.5900.740.30420 | 260.60 |
| DAKOTA CTY SOIL & WATER | 107724 | 2142 | OTHER PROFESSIONAL SERVICES | 440.74.5900.740.30700 | 552.50 |
| LILLIE SUBURBAN NEWSPAPERS | 107622 | 5/31/11 | ADVERTISING/PUBLISHED NOTICES | 440.74.5900.740.50025 | 77.63 |
| LILLIE SUBURBAN NEWSPAPERS | 107622 | 5/31/11 | ADVERTISING/PUBLISHED NOTICES | 440.74.5900.740.50025 | 118.13 |
| LILLIE SUBURBAN NEWSPAPERS | 107622 | 5/31/11 | ADVERTISING/PUBLISHED NOTICES | 440.74.5900.740.50025 | 66.13 |
| LILLIE SUBURBAN NEWSPAPERS | 107622 | 5/31/11 | ADVERTISING/PUBLISHED NOTICES | 440.74.5900.740.50025 | 69.00 |
| LILLIE SUBURBAN NEWSPAPERS | 107622 | 5/31/11 | ADVERTISING/PUBLISHED NOTICES | 440.74.5900.740.50025 | 66.13 |
| Fund 440 - PAVEMENT MANAGEMENT PROJ Total: | | | | | 16,265.31 |
| Fund: 446 - NW AREA | | | | | |
| BOLTON & MENK, INC. | 107713 | 0140328 | ENGINEERING CONSULTANTS | 446.74.5900.746.30300 | 687.75 |
| LEVANDER, GILLEN & MILLER P.A. | 107745 | 6/30/11 | CORPORATE | 446.74.5900.746.30420 | 40.50 |
| WSB & ASSOCIATES, INC. | 107686 | 10-01 | OTHER PROFESSIONAL SERVICES | 446.74.5900.746.30700 | 1,956.25 |
| Fund 446 - NW AREA Total: | | | | | 2,684.50 |
| Fund: 451 - HOST COMMUNITY FUND | | | | | |
| UNION PACIFIC RAILROAD | 107679 | 90019455 | OTHER PROFESSIONAL SERVICES | 451.75.5900.751.30700 | 11,716.08 |
| Fund 451 - HOST COMMUNITY FUND Total: | | | | | 11,716.08 |
| Fund: 452 - SPRINGWOOD PONDS TIF#3-1 | | | | | |
| EHLERS AND ASSOCIATES, INC. | 107594 | 343063 | FISCAL CONSULTANTS | 452.57.9000.570.30150 | 332.50 |
| Fund 452 - SPRINGWOOD PONDS TIF#3-1 Total: | | | | | 332.50 |
| Fund: 453 - SE QUADRANT TIF DIST 4-1 | | | | | |
| EHLERS AND ASSOCIATES, INC. | 107594 | 343057 | FISCAL CONSULTANTS | 453.57.9000.570.30150 | 380.00 |
| EHLERS AND ASSOCIATES, INC. | 107594 | 343063 | FISCAL CONSULTANTS | 453.57.9000.570.30150 | 332.50 |
| KENNEDY & GRAVEN | 107616 | 3/31/11 | CORPORATE | 453.57.9000.570.30420 | 52.50 |
| Fund 453 - SE QUADRANT TIF DIST 4-1 Total: | | | | | 765.00 |
| Fund: 501 - WATER UTILITY FUND | | | | | |
| MN LIFE INSURANCE CO | 107637 | AUGUST 2011 | LIFE INSURANCE | 501.50.7100.512.20620 | 55.67 |
| EHLERS AND ASSOCIATES, INC. | 107594 | 343064 | FISCAL CONSULTANTS | 501.50.7100.512.30150 | 190.00 |
| OPTUMHEALTH FINANCIAL SERVICES | 107646 | 142627 | FLEX/COMP ACCOUNT FEE | 501.50.7100.512.30550 | 21.36 |
| TELVENT DTN | 107776 | 3463100 | OTHER PROFESSIONAL SERVICES | 501.50.7100.512.30700 | 736.00 |
| EAGAN, CITY OF | 107593 | 4/11-01 | WATER UTILITY SERVICES | 501.50.7100.512.40005 | 3,232.76 |
| EAGAN, CITY OF | 107593 | 4/11-02 | WATER UTILITY SERVICES | 501.50.7100.512.40005 | 20.52 |
| EAGAN, CITY OF | 107593 | 5/11-01 | WATER UTILITY SERVICES | 501.50.7100.512.40005 | 3,694.23 |
| EAGAN, CITY OF | 107593 | 5/11-02 | WATER UTILITY SERVICES | 501.50.7100.512.40005 | 29.34 |
| EAGAN, CITY OF | 107593 | 6/11-01 | WATER UTILITY SERVICES | 501.50.7100.512.40005 | 3,902.13 |
| EAGAN, CITY OF | 107593 | 6/11-02 | WATER UTILITY SERVICES | 501.50.7100.512.40005 | 44.46 |
| ELECTRIC FIRE & SECURITY | 107595 | 74544 | REPAIR & MAINT-BUILDINGS | 501.50.7100.512.40040 | 636.98 |
| AUTOMATIC SYSTEMS CO | 107574 | 23890 S | REPAIR & MAINT.-UTILITIES | 501.50.7100.512.40043 | 163.52 |
| SPRINT | 107670 | 842483314-116 | TELEPHONE | 501.50.7100.512.50020 | 336.82 |
| JOHN ROBERTS COMPANY | 107615 | 207199 | PRINTING & BINDING | 501.50.7100.512.50030 | 97.00 |
| MN PIPE & EQUIPMENT | 107639 | 0269638 | SUPPLIES - MAINTENANCE | 501.50.7100.512.60016 | 643.47 |
| GERTENS | 107606 | 7/14/11 | SUPPLIES - MAINTENANCE | 501.50.7100.512.60016 | 93.50 |
| GERTENS | 107606 | 7/15/11 | SUPPLIES - MAINTENANCE | 501.50.7100.512.60016 | 126.38 |
| Fund 501 - WATER UTILITY FUND Total: | | | | | 14,024.14 |
| Fund: 502 - SEWER UTILITY FUND | | | | | |
| ANDERSON GROUP, THE | 107708 | 24574 | UTILITY SUSPENSE ACCOUNT | 502.110.1160000 | 12.31 |
| PATRIOT TITLE AGENCY | 107758 | 25658 | UTILITY SUSPENSE ACCOUNT | 502.110.1160000 | 94.45 |
| EDINA REALTY TITLE | 107728 | 30268 | UTILITY SUSPENSE ACCOUNT | 502.110.1160000 | 10.43 |
| SCP PE CAHILL LLC | 107766 | 30432 | UTILITY SUSPENSE ACCOUNT | 502.110.1160000 | 174.67 |
| H.J. DEVELOPMENT | 107736 | 7/28/11 | UTILITY SUSPENSE ACCOUNT | 502.110.1160000 | 3,508.37 |
| MN LIFE INSURANCE CO | 107637 | AUGUST 2011 | LIFE INSURANCE | 502.51.7200.514.20620 | 35.99 |
| EHLERS AND ASSOCIATES, INC. | 107594 | 343064 | FISCAL CONSULTANTS | 502.51.7200.514.30150 | 190.00 |
| OPTUMHEALTH FINANCIAL SERVICES | 107646 | 142627 | FLEX/COMP ACCOUNT FEE | 502.51.7200.514.30550 | 13.54 |

Expense Approval Report

Payment Dates: 7/21/2011 - 8/3/2011

| Vendor Name | Payment Number | Payable Number | Account Name | Account Number | Amount |
|---|----------------|----------------|-------------------------------|-----------------------|------------------|
| EAGAN, CITY OF | 107593 | 4/11-01 | SEWER UTILITY SERVICES | 502.51.7200.514.40015 | 5,984.58 |
| EAGAN, CITY OF | 107593 | 4/11-02 | SEWER UTILITY SERVICES | 502.51.7200.514.40015 | 32.09 |
| EAGAN, CITY OF | 107593 | 5/11-01 | SEWER UTILITY SERVICES | 502.51.7200.514.40015 | 5,984.58 |
| EAGAN, CITY OF | 107593 | 5/11-02 | SEWER UTILITY SERVICES | 502.51.7200.514.40015 | 50.04 |
| EAGAN, CITY OF | 107593 | 6/11-01 | SEWER UTILITY SERVICES | 502.51.7200.514.40015 | 5,984.58 |
| EAGAN, CITY OF | 107593 | 6/11-02 | SEWER UTILITY SERVICES | 502.51.7200.514.40015 | 80.82 |
| RY-MAK PLUMBING & HEATING, INC | 107655 | 7/17/11-04 | REPAIR & MAINT.-EQUIPMENT | 502.51.7200.514.40042 | 105.00 |
| RY-MAK PLUMBING & HEATING, INC | 107655 | 7/17/11-05 | REPAIR & MAINT.-EQUIPMENT | 502.51.7200.514.40042 | 105.00 |
| Fund 502 - SEWER UTILITY FUND Total: | | | | | 22,366.45 |
| Fund: 503 - INVER WOOD GOLF COURSE | | | | | |
| MN LIFE INSURANCE CO | 107637 | AUGUST 2011 | LIFE INSURANCE | 503.52.8000.521.20620 | 28.50 |
| CUNNIEN, THOMAS T | 107698 | PR 7/29/11 | TEMPORARY EMPLOYEES | 503.52.8100.522.10300 | 176.14 |
| SUNSET GOLF, INC. | 107775 | 064596 | BALLS | 503.52.8200.523.76450 | 506.04 |
| STEPHANIE WILMES-HESS | 107696 | 7/29/11 | TEMPORARY EMPLOYEES | 503.52.8300.524.10300 | 366.85 |
| DRAFT TECHNOLOGIES | 107727 | 0725117J | REPAIR & MAINT.-EQUIPMENT | 503.52.8300.524.40042 | 35.00 |
| US FOODSERVICE | 107681 | 3609463 | SUPPLIES - OTHER | 503.52.8300.524.60065 | 11.56 |
| ARCTIC GLACIER, INC. | 107572 | 385120101 | SUPPLIES - OTHER | 503.52.8300.524.60065 | 155.56 |
| ARCTIC GLACIER, INC. | 107711 | 385120403 | SUPPLIES - OTHER | 503.52.8300.524.60065 | 166.60 |
| ARCTIC GLACIER, INC. | 107711 | 385120801 | SUPPLIES - OTHER | 503.52.8300.524.60065 | 33.12 |
| US FOODSERVICE | 107681 | 3937445 | SUPPLIES - OTHER | 503.52.8300.524.60065 | 289.63 |
| US FOODSERVICE | 107780 | 4058582 | SUPPLIES - OTHER | 503.52.8300.524.60065 | 169.71 |
| ARCTIC GLACIER, INC. | 107711 | 459120700 | SUPPLIES - OTHER | 503.52.8300.524.60065 | 133.48 |
| ARCTIC GLACIER, INC. | 107572 | INV385119707 | SUPPLIES - OTHER | 503.52.8300.524.60065 | 161.08 |
| JJ TAYLOR DIST. COMPANY OF MN | 107742 | 1586133 | BEER AND WINE | 503.52.8300.524.75150 | 692.50 |
| JJ TAYLOR DIST. COMPANY OF MN | 107614 | 7/20/11 | BEER AND WINE | 503.52.8300.524.75150 | 167.50 |
| HEGGIES PIZZA | 107737 | 1033703 | FOOD | 503.52.8300.524.76050 | 92.40 |
| M. AMUNDSON LLP | 107628 | 113042 | FOOD | 503.52.8300.524.76050 | 256.37 |
| GRANDMA'S BAKERY | 107609 | 148312 | FOOD | 503.52.8300.524.76050 | 35.45 |
| GRANDMA'S BAKERY | 107609 | 148575 | FOOD | 503.52.8300.524.76050 | 35.45 |
| GRANDMA'S BAKERY | 107609 | 148838 | FOOD | 503.52.8300.524.76050 | 35.45 |
| GRANDMA'S BAKERY | 107609 | 149089 | FOOD | 503.52.8300.524.76050 | 35.45 |
| GRANDMA'S BAKERY | 107609 | 149347 | FOOD | 503.52.8300.524.76050 | 35.45 |
| GRANDMA'S BAKERY | 107609 | 149595 | FOOD | 503.52.8300.524.76050 | 35.45 |
| GRANDMA'S BAKERY | 107609 | 149889 | FOOD | 503.52.8300.524.76050 | 35.45 |
| GRANDMA'S BAKERY | 107609 | 150136 | FOOD | 503.52.8300.524.76050 | 35.52 |
| GRANDMA'S BAKERY | 107735 | 150415 | FOOD | 503.52.8300.524.76050 | 35.52 |
| GRANDMA'S BAKERY | 107735 | 150684 | FOOD | 503.52.8300.524.76050 | 35.52 |
| GRANDMA'S BAKERY | 107735 | 150940 | FOOD | 503.52.8300.524.76050 | 35.52 |
| GRANDMA'S BAKERY | 107735 | 151171 | FOOD | 503.52.8300.524.76050 | 35.52 |
| GRANDMA'S BAKERY | 107735 | 151428 | FOOD | 503.52.8300.524.76050 | 35.52 |
| GRANDMA'S BAKERY | 107735 | 151707 | FOOD | 503.52.8300.524.76050 | 35.52 |
| GRANDMA'S BAKERY | 107735 | 151982 | FOOD | 503.52.8300.524.76050 | 35.52 |
| US FOODSERVICE | 107681 | 3937445 | FOOD | 503.52.8300.524.76050 | 556.67 |
| US FOODSERVICE | 107780 | 4058582 | FOOD | 503.52.8300.524.76050 | 535.01 |
| M. AMUNDSON LLP | 107628 | INV112138 | FOOD | 503.52.8300.524.76050 | 234.75 |
| COCA COLA BOTTLING COMPANY | 107580 | 0138557820 | BEVERAGES | 503.52.8300.524.76100 | 400.39 |
| COCA COLA BOTTLING COMPANY | 107580 | 058516012 | BEVERAGES | 503.52.8300.524.76100 | 675.17 |
| US FOODSERVICE | 107681 | 3937445 | BEVERAGES | 503.52.8300.524.76100 | 126.73 |
| COLLEGE CITY BEVERAGE | 107581 | 251781 | BEER | 503.52.8300.524.76150 | 514.60 |
| COLLEGE CITY BEVERAGE | 107581 | 253083 | BEER | 503.52.8300.524.76150 | 245.80 |
| COLLEGE CITY BEVERAGE | 107721 | 254261 | BEER | 503.52.8300.524.76150 | 572.90 |
| JJ TAYLOR DIST. COMPANY OF MN | 107614 | INV1573341 | BEER | 503.52.8300.524.76150 | 170.45 |
| ACE PAINT & HARDWARE | 107705 | 507942/5 | REPAIR & MAINT.-VEHICLES | 503.52.8400.525.40041 | 6.40 |
| ACE PAINT & HARDWARE | 107705 | 508014/5 | REPAIR & MAINT.-VEHICLES | 503.52.8400.525.40041 | 35.24 |
| YOCUM OIL COMPANY, INC. | 107688 | 00000443827 | FUELS | 503.52.8400.525.60021 | 1,770.57 |
| MN LIFE INSURANCE CO | 107637 | AUGUST 2011 | LIFE INSURANCE | 503.52.8500.526.20620 | 25.53 |
| KENNEDY & GRAVEN | 107616 | 3/31/11 | CORPORATE | 503.52.8500.526.30420 | 572.30 |
| OPTUMHEALTH FINANCIAL SERVICES | 107646 | 142627 | PERSONNEL SERVICES | 503.52.8500.526.30500 | 8.30 |
| GARY'S PEST CONTROL | 107604 | INV47598 | REPAIR & MAINT.-BUILDINGS | 503.52.8500.526.40040 | 69.64 |
| MARY PETTO | 107630 | 001 | ADVERTISING/PUBLISHED NOTICES | 503.52.8500.526.50025 | 2,148.00 |

Expense Approval Report

Payment Dates: 7/21/2011 - 8/3/2011

| Vendor Name | Payment Number | Payable Number | Account Name | Account Number | Amount |
|--------------------------------------|----------------|----------------|-------------------------------|---|------------------|
| DEX MEDIA EAST | 107726 | 7/20/11 | ADVERTISING/PUBLISHED NOTICES | 503.52.8500.526.50025 | 102.25 |
| CITY PAGES | 107719 | D10044982 | ADVERTISING/PUBLISHED NOTICES | 503.52.8500.526.50025 | 630.00 |
| OFFICEMAX INC | DFT0000031 | ELAN 072011-A4 | SUPPLIES - OFFICE | 503.52.8500.526.60010 | 79.12 |
| OFFICEMAX INC | DFT0000032 | ELAN 072011-A5 | SUPPLIES - OFFICE | 503.52.8500.526.60010 | 117.84 |
| HOME DEPOT | DFT0000021 | ELAN 072011-T | SUPPLIES - OTHER | 503.52.8500.526.60065 | 12.76 |
| MN LIFE INSURANCE CO | 107637 | AUGUST 2011 | LIFE INSURANCE | 503.52.8600.527.20620 | 43.30 |
| OPTUMHEALTH FINANCIAL SERVICES | 107646 | 142627 | FLEX/COMP ACCOUNT FEE | 503.52.8600.527.30550 | 19.60 |
| PRESTIGE ELECTRIC, INC. | 107760 | 85200 | ELECTRIC UTILITY SERVICES | 503.52.8600.527.40020 | 1,989.00 |
| ACE PAINT & HARDWARE | 107705 | 507899/5 | REPAIR & MAINT-BUILDINGS | 503.52.8600.527.40040 | 9.91 |
| MENARDS - WEST ST. PAUL | 107632 | 95200 | REPAIR & MAINT-BUILDINGS | 503.52.8600.527.40040 | 84.73 |
| ACE PAINT & HARDWARE | 107563 | INV507484/5 | REPAIR & MAINT-BUILDINGS | 503.52.8600.527.40040 | 10.14 |
| LAWSON PRODUCTS, INC. | 107620 | 0536959 | REPAIR & MAINT-EQUIPMENT | 503.52.8600.527.40042 | 128.51 |
| NAPA OF INVER GROVE HEIGHTS | 107644 | 254937 | REPAIR & MAINT-EQUIPMENT | 503.52.8600.527.40042 | 19.18 |
| NAPA OF INVER GROVE HEIGHTS | 107644 | 255972 | REPAIR & MAINT-EQUIPMENT | 503.52.8600.527.40042 | 44.55 |
| NAPA OF INVER GROVE HEIGHTS | 107644 | 257071 | REPAIR & MAINT-EQUIPMENT | 503.52.8600.527.40042 | 72.83 |
| NAPA OF INVER GROVE HEIGHTS | 107644 | 257072 | REPAIR & MAINT-EQUIPMENT | 503.52.8600.527.40042 | (21.43) |
| NAPA OF INVER GROVE HEIGHTS | 107644 | 257089 | REPAIR & MAINT-EQUIPMENT | 503.52.8600.527.40042 | 5.36 |
| NAPA OF INVER GROVE HEIGHTS | 107644 | 257703 | REPAIR & MAINT-EQUIPMENT | 503.52.8600.527.40042 | 51.29 |
| NAPA OF INVER GROVE HEIGHTS | 107644 | 259095 | REPAIR & MAINT-EQUIPMENT | 503.52.8600.527.40042 | (8.41) |
| MTI DISTRIBUTING CO | 107643 | 788852-01 | REPAIR & MAINT-EQUIPMENT | 503.52.8600.527.40042 | 112.55 |
| MTI DISTRIBUTING CO | 107643 | 788852-02 | REPAIR & MAINT-EQUIPMENT | 503.52.8600.527.40042 | 94.24 |
| MTI DISTRIBUTING CO | 107643 | 792135-00 | REPAIR & MAINT-EQUIPMENT | 503.52.8600.527.40042 | 477.53 |
| MTI DISTRIBUTING CO | 107643 | 792135-01 | REPAIR & MAINT-EQUIPMENT | 503.52.8600.527.40042 | 21.96 |
| MTI DISTRIBUTING CO | 107643 | 793031-00 | REPAIR & MAINT-EQUIPMENT | 503.52.8600.527.40042 | 12.75 |
| MTI DISTRIBUTING CO | 107643 | 793031-01 | REPAIR & MAINT-EQUIPMENT | 503.52.8600.527.40042 | 737.98 |
| MTI DISTRIBUTING CO | 107643 | 795665-00 | REPAIR & MAINT-EQUIPMENT | 503.52.8600.527.40042 | 602.16 |
| MTI DISTRIBUTING CO | 107643 | 796770-00 | REPAIR & MAINT-EQUIPMENT | 503.52.8600.527.40042 | (259.93) |
| PRESTIGE ELECTRIC, INC. | 107760 | 85203 | REPAIR & MAINT-EQUIPMENT | 503.52.8600.527.40042 | 168.00 |
| TWIN CITY SAW | 107677 | A17817 | REPAIR & MAINT-EQUIPMENT | 503.52.8600.527.40042 | 146.92 |
| SUPERIOR GOLF CARS | 107673 | 5037898 | REPAIR & MAINT-EQUIPMENT | 503.52.8600.527.40042 | 24.64 |
| NATURE CALLS, INC. | 107645 | 15320 | OTHER RENTALS | 503.52.8600.527.40065 | 69.38 |
| MTI DISTRIBUTING CO | 107643 | 797926-00 | IRRIGATION SUPPLIES | 503.52.8600.527.60008 | 1,280.41 |
| ACE PAINT & HARDWARE | 107563 | INV507738/5 | IRRIGATION SUPPLIES | 503.52.8600.527.60008 | 17.59 |
| SAMARITAN TIRE COMPANY | 107657 | 125782 | SUPPLIES - TIRES | 503.52.8600.527.60014 | 25.00 |
| LAKE ELMO SOD FARM, LLC | 107618 | 12795 | SUPPLIES - GOLF COURSE | 503.52.8600.527.60020 | 117.57 |
| LAKE ELMO SOD FARM, LLC | 107618 | 12850 | SUPPLIES - GOLF COURSE | 503.52.8600.527.60020 | 280.13 |
| REINDERS, INC. | 107762 | 3008096-00 | SUPPLIES - GOLF COURSE | 503.52.8600.527.60020 | 1,230.67 |
| MTI DISTRIBUTING CO | 107643 | 792536-00 | SUPPLIES - GOLF COURSE | 503.52.8600.527.60020 | 56.32 |
| MENARDS - WEST ST. PAUL | 107632 | 95964 | SUPPLIES - GOLF COURSE | 503.52.8600.527.60020 | 34.13 |
| REINDERS, INC. | 107762 | 3008095-00 | FERTILIZERS | 503.52.8600.527.60030 | 705.38 |
| REINDERS, INC. | 107653 | 3009802-00 | FERTILIZERS | 503.52.8600.527.60030 | 1,168.36 |
| PRECISION TURF & CHEMICAL INC | 107649 | 36842 | FERTILIZERS | 503.52.8600.527.60030 | 1,756.38 |
| PRECISION TURF & CHEMICAL INC | 107649 | 36843 | PESTICIDES | 503.52.8600.527.60035 | 370.97 |
| G & K SERVICES | 107603 | 1182253250 | UNIFORMS & CLOTHING | 503.52.8600.527.60045 | 102.38 |
| G & K SERVICES | 107733 | 1182275101 | UNIFORMS & CLOTHING | 503.52.8600.527.60045 | 102.38 |
| G & K SERVICES | 107603 | INV1182242413 | UNIFORMS & CLOTHING | 503.52.8600.527.60045 | 96.46 |
| GEMPLER'S INC. | 107605 | 1017568859 | GOLF COURSE ACCESSORIES | 503.52.8600.527.60050 | 60.25 |
| REINDERS, INC. | 107762 | 1334744-00 | GOLF COURSE ACCESSORIES | 503.52.8600.527.60050 | 618.34 |
| REINDERS, INC. | 107762 | 1334744-01 | GOLF COURSE ACCESSORIES | 503.52.8600.527.60050 | 203.44 |
| MTI DISTRIBUTING CO | 107643 | 792491-00 | GOLF COURSE ACCESSORIES | 503.52.8600.527.60050 | 222.86 |
| MTI DISTRIBUTING CO | 107643 | 792491-01 | GOLF COURSE ACCESSORIES | 503.52.8600.527.60050 | 85.82 |
| MTI DISTRIBUTING CO | 107643 | 793031-02 | GOLF COURSE ACCESSORIES | 503.52.8600.527.60050 | 62.22 |
| MTI DISTRIBUTING CO | 107643 | 794001-00 | GOLF COURSE ACCESSORIES | 503.52.8600.527.60050 | 101.91 |
| | | | | Fund 503 - INVER WOOD GOLF COURSE Total: | 26,940.48 |
| Fund: 602 - RISK MANAGEMENT | | | | | |
| MN LIFE INSURANCE CO | 107637 | AUGUST 2011 | LIFE INSURANCE | 602.00.2100.415.20620 | 2.14 |
| OPTUMHEALTH FINANCIAL SERVICES | 107646 | 142627 | FLEX/COMP ACCOUNT FEE | 602.00.2100.415.30550 | 0.49 |
| | | | | Fund 602 - RISK MANAGEMENT Total: | 2.63 |
| Fund: 603 - CENTRAL EQUIPMENT | | | | | |
| MN LIFE INSURANCE CO | 107637 | AUGUST 2011 | LIFE INSURANCE | 603.00.5300.444.20620 | 20.54 |

Expense Approval Report

Payment Dates: 7/21/2011 - 8/3/2011

| Vendor Name | Payment Number | Payable Number | Account Name | Account Number | Amount |
|-----------------------------------|----------------|----------------|---------------------------|-----------------------|------------|
| OPTUMHEALTH FINANCIAL SERVICES | 107646 | 142627 | FLEX/COMP ACCOUNT FEE | 603.00.5300.444.30550 | 6.65 |
| XCEL ENERGY | 107788 | 191815013 | GAS UTILITY SERVICES | 603.00.5300.444.40010 | 85.05 |
| XCEL ENERGY | 107788 | 378750216 | ELECTRIC UTILITY SERVICES | 603.00.5300.444.40020 | 884.68 |
| XCEL ENERGY | 107788 | 378752513 | ELECTRIC UTILITY SERVICES | 603.00.5300.444.40020 | 1,175.08 |
| PUMP AND METER SERVICE INC | 107650 | 15790-1658450 | REPAIR & MAINT-BUILDINGS | 603.00.5300.444.40040 | 81.29 |
| PUMP AND METER SERVICE INC | 107650 | 211368-1J | REPAIR & MAINT-BUILDINGS | 603.00.5300.444.40040 | 2,211.53 |
| MAINTENANCE ENGINEERING, LTD | 107748 | 2827716-01 | REPAIR & MAINT-BUILDINGS | 603.00.5300.444.40040 | 261.98 |
| RY-MAK PLUMBING & HEATING, INC | 107655 | 87 | REPAIR & MAINT-BUILDINGS | 603.00.5300.444.40040 | 128.81 |
| ARROW PEST CONTROL | 107573 | INV1546 | REPAIR & MAINT-BUILDINGS | 603.00.5300.444.40040 | 72.85 |
| ACE PAINT & HARDWARE | 107563 | INV507793/5 | REPAIR & MAINT-BUILDINGS | 603.00.5300.444.40040 | 8.52 |
| FACTORY MOTOR PARTS COMPANY | 107599 | 1-3677069 | REPAIR & MAINT.-VEHICLES | 603.00.5300.444.40041 | 15.00 |
| FACTORY MOTOR PARTS COMPANY | 107732 | 1-3679223 | REPAIR & MAINT.-VEHICLES | 603.00.5300.444.40041 | (10.75) |
| FACTORY MOTOR PARTS COMPANY | 107732 | 1-3681308 | REPAIR & MAINT.-VEHICLES | 603.00.5300.444.40041 | 15.00 |
| FACTORY MOTOR PARTS COMPANY | 107732 | 1-3682522 | REPAIR & MAINT.-VEHICLES | 603.00.5300.444.40041 | 23.43 |
| CARQUEST AUTO PARTS STORES | 107578 | 1596-156441 | REPAIR & MAINT.-VEHICLES | 603.00.5300.444.40041 | 53.87 |
| CARQUEST AUTO PARTS STORES | 107578 | 1596-156442 | REPAIR & MAINT.-VEHICLES | 603.00.5300.444.40041 | 4.76 |
| CARQUEST AUTO PARTS STORES | 107578 | 1596-156444 | REPAIR & MAINT.-VEHICLES | 603.00.5300.444.40041 | 537.39 |
| CARQUEST AUTO PARTS STORES | 107578 | 1596-156500 | REPAIR & MAINT.-VEHICLES | 603.00.5300.444.40041 | 7.14 |
| CARQUEST AUTO PARTS STORES | 107578 | 1596-156532 | REPAIR & MAINT.-VEHICLES | 603.00.5300.444.40041 | (136.80) |
| CARQUEST AUTO PARTS STORES | 107578 | 1596-156781 | REPAIR & MAINT.-VEHICLES | 603.00.5300.444.40041 | 8.62 |
| CARQUEST AUTO PARTS STORES | 107578 | 1596-156802 | REPAIR & MAINT.-VEHICLES | 603.00.5300.444.40041 | 85.23 |
| CARQUEST AUTO PARTS STORES | 107718 | 1596-156828 | REPAIR & MAINT.-VEHICLES | 603.00.5300.444.40041 | 4.99 |
| CARQUEST AUTO PARTS STORES | 107718 | 1596-156913 | REPAIR & MAINT.-VEHICLES | 603.00.5300.444.40041 | 7.47 |
| CARQUEST AUTO PARTS STORES | 107718 | 1596-157098 | REPAIR & MAINT.-VEHICLES | 603.00.5300.444.40041 | 50.19 |
| SOUTH EAST TOWING | 107666 | 174310 | REPAIR & MAINT.-VEHICLES | 603.00.5300.444.40041 | 90.84 |
| SOUTH EAST TOWING | 107666 | 175453 | REPAIR & MAINT.-VEHICLES | 603.00.5300.444.40041 | 213.76 |
| MASTER TRANSMISSION | 107749 | 215202 | REPAIR & MAINT.-VEHICLES | 603.00.5300.444.40041 | 190.89 |
| ACE PAINT & HARDWARE | 107705 | 505400/5 | REPAIR & MAINT.-VEHICLES | 603.00.5300.444.40041 | 3.20 |
| INVER GROVE FORD | 107612 | 5066489 | REPAIR & MAINT.-VEHICLES | 603.00.5300.444.40041 | 439.93 |
| INVER GROVE FORD | 107612 | 5066593 | REPAIR & MAINT.-VEHICLES | 603.00.5300.444.40041 | 28.17 |
| RY-MAK PLUMBING & HEATING, INC | 107655 | 7/17/11-01 | REPAIR & MAINT.-VEHICLES | 603.00.5300.444.40041 | 105.00 |
| RY-MAK PLUMBING & HEATING, INC | 107655 | 7/17/11-02 | REPAIR & MAINT.-VEHICLES | 603.00.5300.444.40041 | 105.00 |
| RY-MAK PLUMBING & HEATING, INC | 107655 | 7/17/11-03 | REPAIR & MAINT.-VEHICLES | 603.00.5300.444.40041 | 105.00 |
| TITAN MACHINERY | 107777 | 9C00699 | REPAIR & MAINT.-VEHICLES | 603.00.5300.444.40041 | 257.56 |
| EMERGENCY AUTOMOTIVE TECHNOLOGIES | 107730 | AW051211-5 | REPAIR & MAINT.-VEHICLES | 603.00.5300.444.40041 | 569.58 |
| EMERGENCY AUTOMOTIVE TECHNOLOGIES | 107730 | AW070111-14 | REPAIR & MAINT.-VEHICLES | 603.00.5300.444.40041 | 350.45 |
| INTERSTATE POWER SYSTEMS, INC. | 107610 | C001066167:01 | REPAIR & MAINT.-VEHICLES | 603.00.5300.444.40041 | 20.64 |
| INTERSTATE POWER SYSTEMS, INC. | 107610 | R001054129:01 | REPAIR & MAINT.-VEHICLES | 603.00.5300.444.40041 | 410.06 |
| R & R CARPET SERVICE | 107652 | 2011 | OTHER RENTALS | 603.00.5300.444.40065 | 82.30 |
| ARAMARK | 107710 | 629-7287274 | OTHER RENTALS | 603.00.5300.444.40065 | 32.95 |
| ARAMARK UNIFORM SERVICES | 107571 | INV629-7282538 | OTHER RENTALS | 603.00.5300.444.40065 | 32.95 |
| HILTON GARDEN INN ST. CHARLES | DFT0000017 | ELAN 072011-P | MEALS AND LODGING | 603.00.5300.444.50075 | 186.48 |
| WESTERN PETROLEUM COMPANY | 107787 | 0360990 | SUPPLIES - SHOP | 603.00.5300.444.60012 | 49.27 |
| KIMBALL MIDWEST | 107744 | 2036134 | SUPPLIES - SHOP | 603.00.5300.444.60012 | 224.53 |
| ACE PAINT & HARDWARE | 107705 | 506780/5 | SUPPLIES - SHOP | 603.00.5300.444.60012 | 10.12 |
| ACE PAINT & HARDWARE | 107705 | 506924/5 | SUPPLIES - SHOP | 603.00.5300.444.60012 | 2.13 |
| ACE PAINT & HARDWARE | 107563 | INV507837/5 | SUPPLIES - SHOP | 603.00.5300.444.60012 | 5.33 |
| ARAMARK | 107710 | 629-7287274 | UNIFORMS & CLOTHING | 603.00.5300.444.60045 | 17.21 |
| ARAMARK UNIFORM SERVICES | 107571 | INV629-7282538 | UNIFORMS & CLOTHING | 603.00.5300.444.60045 | 22.39 |
| ELK RIVER FORD, INC. | 107695 | 046831 | MOTOR VEHICLES | 603.00.5300.444.80700 | 24,277.64 |
| ELK RIVER FORD, INC. | 107695 | 046832 | MOTOR VEHICLES | 603.00.5300.444.80700 | 24,277.64 |
| ELK RIVER FORD, INC. | 107695 | 046833 | MOTOR VEHICLES | 603.00.5300.444.80700 | 24,277.64 |
| ZIEGLER INC | 107560 | H8883401 | MOTOR VEHICLES | 603.00.5300.444.80700 | 194,234.63 |
| WESTERN PETROLEUM COMPANY | 107684 | 0358780 | SHOP INVENTORY | 603.140.1450050 | 95.12 |
| WESTERN PETROLEUM COMPANY | 107787 | 0360990 | SHOP INVENTORY | 603.140.1450050 | 639.87 |
| FACTORY MOTOR PARTS COMPANY | 107599 | 1-3677069 | SHOP INVENTORY | 603.140.1450050 | 79.57 |
| FACTORY MOTOR PARTS COMPANY | 107732 | 1-3681308 | SHOP INVENTORY | 603.140.1450050 | 79.57 |
| CARQUEST AUTO PARTS STORES | 107578 | 1596-156402 | SHOP INVENTORY | 603.140.1450050 | 29.20 |
| CARQUEST AUTO PARTS STORES | 107578 | 1596-156580 | SHOP INVENTORY | 603.140.1450050 | 12.83 |
| CARQUEST AUTO PARTS STORES | 107578 | 1596-156680 | SHOP INVENTORY | 603.140.1450050 | 53.27 |

Expense Approval Report

Payment Dates: 7/21/2011 - 8/3/2011

| Vendor Name | Payment Number | Payable Number | Account Name | Account Number | Amount |
|---|----------------|----------------|-------------------------------|-----------------------|-------------------|
| CARQUEST AUTO PARTS STORES | 107578 | 1596-156708 | SHOP INVENTORY | 603.140.1450050 | 4.34 |
| CARQUEST AUTO PARTS STORES | 107718 | 1596-157006 | SHOP INVENTORY | 603.140.1450050 | 10.58 |
| Fund: 604 - CENTRAL STORES | | | | | |
| US BANCORP EQUIPMENT FINANCE, INC. | 107680 | 181048539 | RENTAL OF EQUIPMENT | 604.00.2200.416.40050 | 1,091.08 |
| US BANCORP EQUIPMENT FINANCE, INC. | 107680 | 181048679 | RENTAL OF EQUIPMENT | 604.00.2200.416.40050 | 4,483.76 |
| OFFICEMAX INC | 107756 | 030171 | SUPPLIES - COPY | 604.00.2200.416.60005 | 182.04 |
| OFFICEMAX INC | 107756 | 030171 | SUPPLIES - OFFICE | 604.00.2200.416.60010 | 20.74 |
| S & T OFFICE PRODUCTS | 107763 | 6/30/11 | SUPPLIES - OFFICE | 604.00.2200.416.60010 | 660.98 |
| CUB FOODS | 107722 | 7/17/11 | SUPPLIES - OFFICE | 604.00.2200.416.60010 | 26.40 |
| Fund 603 - CENTRAL EQUIPMENT Total: | | | | | 277,230.16 |
| Fund: 605 - CITY FACILITIES | | | | | |
| MN LIFE INSURANCE CO | 107637 | AUGUST 2011 | LIFE INSURANCE | 605.00.7500.460.20620 | 8.33 |
| XCEL ENERGY | 107788 | 378753651 | ELECTRIC UTILITY SERVICES | 605.00.7500.460.40020 | 5,335.13 |
| US POSTMASTER | 107553 | 7/26/11-01 | POSTAGE/DELIVERY | 605.00.7500.460.50035 | 1,093.79 |
| US POSTMASTER | 107559 | 7/26/11-02 | POSTAGE/DELIVERY | 605.00.7500.460.50035 | 231.84 |
| SAM'S CLUB | 107764 | 003311 | SUPPLIES-JANITOR/CLEANING | 605.00.7500.460.60011 | 11.52 |
| Fund 605 - CITY FACILITIES Total: | | | | | 6,680.61 |
| Fund: 606 - TECHNOLOGY FUND | | | | | |
| MN LIFE INSURANCE CO | 107637 | AUGUST 2011 | LIFE INSURANCE | 606.00.1400.413.20620 | 9.81 |
| LOGISOLVE LLC | 107624 | 39576 | OTHER PROFESSIONAL SERVICES | 606.00.1400.413.30700 | 403.75 |
| US INTERNET | 107781 | 939828 | OTHER PROFESSIONAL SERVICES | 606.00.1400.413.30700 | 220.00 |
| VERIZON WIRELESS | 107783 | 2599742299 | TELEPHONE | 606.00.1400.413.50020 | 32.64 |
| ADVANCED TECHNOLOGY SYSTEMS, INC. | 107564 | INV62199 | SUPPLIES - OFFICE | 606.00.1400.413.60010 | 1,769.09 |
| AT & T | DFT0000003 | ELAN 072011-C | SUPPLIES - OTHER | 606.00.1400.413.60065 | 676.96 |
| AT & T | DFT0000005 | ELAN 072011-D | SUPPLIES - OTHER | 606.00.1400.413.60065 | 676.99 |
| AT & T | DFT0000006 | ELAN 072011-E | SUPPLIES - OTHER | 606.00.1400.413.60065 | 148.52 |
| APPLE I-TUNES | DFT0000023 | ELAN 072011-V | SUPPLIES - OTHER | 606.00.1400.413.60065 | 1.06 |
| WEB HELP DESK | DFT0000026 | ELAN 072011-Y | SUPPLIES - OTHER | 606.00.1400.413.60065 | 1,129.00 |
| Fund 606 - TECHNOLOGY FUND Total: | | | | | 5,067.82 |
| Fund: 702 - ESCROW FUND | | | | | |
| LEVANDER, GILLEN & MILLER P.A. | 107745 | 6/30/11 | RIVER COUNTRY COOP. -PLANNING | 702.228.2282000 | 147.00 |
| LEVANDER, GILLEN & MILLER P.A. | 107745 | 6/30/11 | RIVER COUNTRY COOP RG-ENG | 702.228.2283100 | 76.00 |
| LILLIE SUBURBAN NEWSPAPERS | 107622 | 5/31/11 | LUTHER NISSAN KIA -PLANNING | 702.228.2283600 | 23.00 |
| EHLERS AND ASSOCIATES, INC. | 107594 | 343059 | MGT TIF PLAN ESCROW | 702.228.2283800 | 3,383.75 |
| EHLERS AND ASSOCIATES, INC. | 107594 | 343060 | MGT TIF PLAN ESCROW | 702.228.2283800 | 1,076.25 |
| EHLERS AND ASSOCIATES, INC. | 107594 | 343062 | MGT TIF PLAN ESCROW | 702.228.2283800 | 380.00 |
| LEVANDER, GILLEN & MILLER P.A. | 107745 | 6/30/11 | MGT TIF PLAN ESCROW | 702.228.2283800 | 4,902.00 |
| LEVANDER, GILLEN & MILLER P.A. | 107745 | 6/30/11 | CAHILL LAUNDRY-ENGINEER | 702.228.2284200 | 165.00 |
| EMMONS & OLIVIER RESOURCES | 107597 | 00095-0027-6 | ARGENTA HILLS 2ND ENG ESC | 702.228.2284600 | 433.50 |
| CULLIGAN | 107586 | 6/30/11-01 | WATER COOLER CLUB | 702.228.2286300 | 115.54 |
| CULLIGAN | 107723 | 6/30-03 | WATER COOLER CLUB | 702.228.2286300 | 138.57 |
| LEVANDER, GILLEN & MILLER P.A. | 107745 | 6/30/11 | CONCORD HILLS - PLANNING | 702.228.2287300 | 44.00 |
| MANFRED KRUG | 107556 | 7/22/11 | POP FUND | 702.228.2290200 | 1,400.00 |
| HENNEPIN COUNTY DISTRICT COURT | 107738 | 11408302 | POLICE FORFEITURES | 702.228.2291000 | 50.00 |
| HENNEPIN COUNTY DISTRICT COURT | 107551 | 11411338 | POLICE FORFEITURES | 702.228.2291000 | 100.00 |
| HENNEPIN COUNTY DISTRICT COURT | 107738 | 2011001054 | POLICE FORFEITURES | 702.228.2291000 | 325.00 |
| HENNEPIN COUNTY DISTRICT COURT | 107738 | CR112214 | POLICE FORFEITURES | 702.228.2291000 | 200.00 |
| LEVANDER, GILLEN & MILLER P.A. | 107745 | 6/30/11 | ARGENTA HILLS 2ND ADDN-PL | 702.228.2291700 | 2,253.00 |
| LEVANDER, GILLEN & MILLER P.A. | 107745 | 6/30/11 | ARGENTA HILLS 2ND ADDN-PL | 702.228.2291700 | 133.00 |
| CAPSTONE HOMES | 107576 | 1857 | FINAL GRADING ESCROWS | 702.228.2299800 | 2,500.00 |
| CAPSTONE HOMES | 107576 | 666 | FINAL GRADING ESCROWS | 702.228.2299800 | 2,500.00 |
| Fund 702 - ESCROW FUND Total: | | | | | 20,345.61 |
| Fund: 703 - LANDFILL ABATEMENT | | | | | |
| MN LIFE INSURANCE CO | 107637 | AUGUST 2011 | LIFE INSURANCE | 703.43.5500.446.20620 | 2.27 |
| J.R.'S APPLIANCE DISPOSAL, INC. | 107613 | INV75830 | REFUSE DISPOSAL | 703.43.5500.446.40025 | 151.50 |
| Fund 703 - LANDFILL ABATEMENT Total: | | | | | 153.77 |
| Grand Total: | | | | | 758,393.60 |

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Pay Voucher No. 26 for City Project No. 2008-18 – Public Safety Addition/City Hall Renovation

Meeting Date: August 8, 2011
Item Type: Consent
Contact: Jenelle Teppen, Asst City Admin. 
Prepared by:
Reviewed by:

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

PURPOSE/ACTION REQUESTED Consider Pay Voucher No. 26 for City Project No. 2008-18 – Public Safety Addition/City Hall Renovation.

SUMMARY The contract was awarded in an amount of \$11,501,900 to Shaw Lundquist Associates on April 27, 2009 for the project identified above. It has been subsequently amended with 25 change orders for a total contract amount now of \$12,043,059.10.

The contractor has completed the work through July 31, 2011 in accordance with the contract plans and specifications.

A 5% retainage on work will be maintained until the project is completed.

Staff recommends approval of Pay Voucher No. 26 in the amount of \$128,123.84 to Shaw Lundquist Associates for work on City Project No. 2008-18 – Public Safety Addition/City Hall Renovation.

Attachment: Pay Voucher No. 26

CITY OF INVER GROVE HEIGHTS
CONSTRUCTION PAYMENT VOUCHER

ESTIMATE NO: 26 (twenty-six)
DATE: August 3, 2011
PERIOD ENDING: July 31, 2011
CONTRACT: Public Safety Addition City Hall Renovation
PROJECT NO: 2008-18 – Public Safety Addition/City Hall Renovation

TO: Shaw Lundquist Associates
2757 West Service Road
Saint Paul, MN 55121

Original Contract Amount\$11,501,900
Total Addition\$541,159.10
Total Deduction\$0.00
Total Contract Amount\$12,043,059.10
Total Value of Work to Date \$11,795,667.20
Less Retained (5%) \$288,883.81
Less Previous Payment\$11,378,659.55
Total Approved for Payment this Voucher \$128,123.84
Total Payments including this Voucher\$11,506,783.39

Approvals:

Pursuant to field observation, and approval by the Architect and Owner's Representative, I hereby recommend for payment the above stated amount for work performed through July 31, 2011.

Signed by:  _____
Jenelle Teppen, Assistant City Administrator August 3, 2011

Signed by: _____
Shaw Lundquist Associates Date

Signed by: _____
George Tourville, Mayor August 3, 2011

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF 11 PAGES

TO OWNER: City of Inver Grove Heights

PROJECT: Public Safety Addition and City Hall Remodel

APPLICATION NO: 26

Distribution to:

8150 Barbara Avenue

8150 Barbara Ave.

Inver Grove Heights, MN 55077

Inver Grove Hts, MN

APPLICATION DATE: July 25, 2011

PERIOD TO: July 31, 2011

OWNER

FROM CONTRACTOR:

VIA ARCHITECT: BKV Group, Inc.

222 North Second Street

PROJECT NOS: #1643.01

CONTRACTOR

Shaw-Lundquist Associates, Inc. (09477)

Minneapolis, MN 55401

CONTRACT DATE: May 19, 2009

Remit to: SDS 12-0699 Box 86

Minneapolis, MN 55486

CONTRACTOR: SHAW-LUNDQUIST ASSOCIATES, INC.

General Construction

CONTRACT FOR:

CONTRACT DATE: May 19, 2009

CONTRACTOR'S APPLICATION FOR PAYMENT

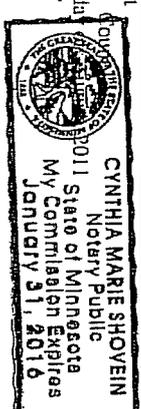
Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

| | | |
|--|----|---------------|
| 1. ORIGINAL CONTRACT SUM | \$ | 11,501,900.00 |
| 2. Net change by Change Orders | \$ | 541,159.10 |
| 3. CONTRACT SUM TO DATE (Line 1 ± 2) | \$ | 12,043,059.10 |
| 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) | \$ | 11,795,667.20 |

CONTRACTOR: SHAW-LUNDQUIST ASSOCIATES, INC.

By:  Date: August 3, 2011

Thomas J. Meyers - Vice President
 State of Minnesota
 Subscribed and sworn to before me this 3rd day of August 2011
 Notary Public
 My Commission Expires: January 31, 2016


ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ _____

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

| CHANGE ORDER SUMMARY | ADDITIONS | DEDUCTIONS |
|--|---------------------|---------------------|
| Total changes approved in previous months by Owner | \$544,079.10 | (\$7,108.00) |
| Total approved this Month | \$4,188.00 | |
| TOTALS | \$548,267.10 | (\$7,108.00) |
| NET CHANGES by Change Order | \$541,159.10 | |

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Final Compensating Change Order No. 3, Final Pay Voucher No. 3, Engineer's Report of Acceptance and Resolution Accepting Work for City Project No. 2010-12 – 59th Street East Street Improvements

Meeting Date: August 8, 2011
Item Type: Consent
Contact: Thomas J. Kaldunski, 651.450.2572
Prepared by: Mike Edwards, Engineering Technician
Reviewed by: Scott D. Thureen, Public Works Director

PK
SDT *ES*

| 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, Pavement Management Fund, Utility Fund |

PURPOSE/ACTION REQUESTED

Consider Final Compensating Change Order No. 3, Final Pay Voucher No. 3, Engineer's Report of Acceptance and Resolution Accepting Work for City Project No. 2010-12 – 59th Street East Street Improvements.

SUMMARY

The project was awarded on June 9, 2010 to Frattalone Companies in the amount of \$150,176.44.

The contractor has completed the work in accordance with contract plans and specifications. Final Change Order No. 3 reconciles the difference between contract quantities and the final actual quantities.

Engineering recommends approval of Final Compensating Change Order No. 3 in the amount of (\$25,590.14) for a revised contract amount of \$141,312.08, Final Pay Voucher No. 3 in the amount of \$7,065.60, Engineer's Report of Acceptance and Resolution Accepting Work for City Project No. 2010-12 – 59th Street East Street Improvements.

TJK/me
Attachments: Final Compensating Change Order No. 3
Final Pay Voucher No. 3
Engineer's Report of Acceptance
Resolution Accepting Work

CITY OF INVER GROVE HEIGHTS
CONSTRUCTION PAYMENT VOUCHER

ESTIMATE NO. 3 (Three) Final
DATE: August 2, 2011
PERIOD ENDING: July 31, 2011
CONTRACT: 2010-12 – 59th Street East Street Improvements
PROJECT NO: City Project No. 2010-12

TO: Frattalone Companies
3205 Spruce Street
St. Paul, MN 55117

A. Original Contract Amount.....\$150,176.44
B. Total Addition (Change Orders No. 1, 2).....\$16,725.78
C. Total Deductions (Change Order No. 3) (\$25,590.14)
D. Total Contract Amount.....\$141,312.08
E. Total Value of Work to Date\$141,312.08
F. Less Retained (0%)\$0.00
G. Less Previous Payment.....\$134,246.48
H. Total Approved for Payment this Voucher\$7,065.60
I. Total Payments Including this Voucher.....\$141,312.08

APPROVALS:

Pursuant to our field observations, I hereby recommend for payment the above stated amount for work performed through July 31, 2011.

Signed by: Thomas J. Kaldunski
Thomas J. Kaldunski, City Engineer

August 2, 2011
Date

Signed by: _____
Frattalone Companies

Date

Signed by: _____
George Tourville, Mayor

August 8, 2011
Date

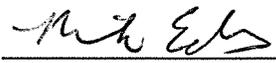
FINAL COMPENSATING CHANGE ORDER NO. 3

**City Project No. 2010-12
59TH Street East Street Improvements**

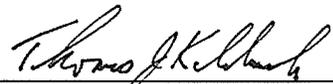
| | |
|--|---------------------------------------|
| Owner: City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077 | Date of Issuance: July 7, 2011 |
| Contractor: Frattalone Companies 3205 Spruce Street St. Paul, MN 55117 | Engineer: City of Inver Grove Heights |

You are directed to make the following changes in the Contract Documents:

Purpose of Change Order:
The contract has been modified to include the following. Final compensating amount to balance value of work completed and total payments made to Contractor. Accounts for miscellaneous increases and decreases in contract quantities listed in Final Payment Voucher form.

| CHANGE IN CONTRACT PRICE | CHANGE IN CONTRACT TIME |
|--|--|
| Original Contract Price: \$150,176.44 | Original Contract Time: September 10, 2010 |
| Previous Change Orders \$16,725.78 | Net Change from Previous Change Orders |
| Contract Price Prior to this Change Order \$166,902.22 | Contract Time Prior to this Change Order |
| Net Decrease of this Change Order (\$25,590.14) | Net Increase (Decrease) of Change Order |
| Contract Price with all Approved Change Orders \$141,312.08 | Contract Time with Approved Change July 1, 2011 |
| Recommended Approved By:  Mike Edwards, Senior Engineering Technician | By: _____ Frattalone Companies |

Approved By:


Thomas J. Kaldunski, City Engineer

Approved By:

George Tourville, Mayor

Date of Council Action

August 8, 2011

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

ENGINEER'S REPORT OF FINAL ACCEPTANCE

**CITY PROJECT NO. 2010-12
59TH STREET EAST STREET IMPROVEMENTS**

August 8, 2011

**TO THE CITY COUNCIL
INVER GROVE HEIGHTS, MINNESOTA**

HONORABLE MAYOR AND CITY COUNCIL MEMBERS:

This is to advise you that I have received the work under contract with Frattalone Companies 59th Street East Street Improvements..

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

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

| | |
|--|---------------|
| Original Contract Amount..... | \$150,176.44 |
| Total Addition (Change Orders No. 1, 2)..... | \$16,725.78 |
| Total Deduction (Change Order No. 3) | (\$25,590.14) |
| Total Contract Amount..... | \$141,312.08 |
| Total Value of Work to Date..... | \$141,312.08 |
| Less Previous Payment..... | \$134,246.48 |
| Total Approved for Payment this Voucher..... | \$7,065.60 |
| Total Payments including this Voucher | \$141,312.08 |

Sincerely,



Thomas J. Kaldunski, P.E.
City Engineer

TJK/me

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

**RESOLUTION ACCEPTING WORK OF FRATTALONE COMPANIES AND AUTHORIZING
FINAL PAYMENT IN THE AMOUNT OF \$7,065.60**

**CITY PROJECT NO. 2010-12
59TH STREET EAST STREET IMPROVEMENTS**

RESOLUTION NO. _____

WHEREAS, pursuant to a written contract with the City of Inver Grove Heights dated June 9, 2010, Frattalone Companies satisfactorily completed improvements and appurtenances for City Project No. 2010-12 – 59th Street Street Improvements.

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

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

Adopted by the City Council of Inver Grove Heights this 8th day of August 2011.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Cooperative Construction Agreement between Mn/DOT and the City of Inver Grove Heights for the T.H. 3 Turn Lanes at Autumn Way in Argenta Hills 2nd Addition, City Project No. 2010-41

Meeting Date: August 8, 2011
 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

STJ

| Fiscal/FTE Impact: | |
|-------------------------------------|--|
| <input type="checkbox"/> | None |
| <input type="checkbox"/> | Amount included in current budget |
| <input type="checkbox"/> | Budget amendment requested |
| <input type="checkbox"/> | FTE included in current complement |
| <input type="checkbox"/> | New FTE requested – N/A |
| <input checked="" type="checkbox"/> | Other: Mn/DOT Cooperative Agreement Funds, Development Agreement |

PURPOSE/ACTION REQUESTED

Approve a resolution authorizing the City of Inver Grove Heights to enter into Mn/DOT Municipal Cooperative Agreement with the State of Minnesota, Department of Transportation for Mn/DOT's contribution to the T.H. 3 turn lanes at Autumn Way serving the Argenta Hills 2nd Addition Development (City Project No. 2010-41).

SUMMARY

Mn/DOT has granted approval of the level two concept plan for the turn lanes on T.H. 3 at Autumn Way to serve the Argenta Hills 2nd Development as of June 30, 2011. The Developer has been working on the construction plans and specifications for this improvement and they will be submitted to Mn/DOT for final plan approval soon. This project will affect approximately ¼ mile of TH 3 as the turn lanes are built. In addition, approximately 500 LF of trunk water main will be lowered.

Due to the anticipated cost of the project, the City Engineer contacted Mn/DOT on May 19, 2011 to seek Municipal Cooperative Agreement Funding to assist in funding the improvements. On June 27, 2011, Mn/DOT indicated that they would support providing several hundred thousand dollars for the project utilizing the 2012 Municipal Cooperative Agreement Funding that is available. These funds will be available for use between July 2011 and June 2012. This project is eligible for the funding and Mn/DOT wants to assist with the project.

In correspondence received from Mn/DOT on July 25, 2011, the City was directed to complete the following items to be eligible for the funding:

1. Secure geometric layout approval – received June 30, 2011
2. Provide applicable reports – draft NWA traffic analysis and soil report will be sent shortly
3. Provide a cost estimate – Developer has prepared this document (attached)
4. Sign resolution showing local government agency intent to take lead on project – August 8, 2011 resolution attached

The City has entered into several development agreements with IGH Investments, LLC to complete the construction of these turn lanes on T.H. 3. The Development Agreement indicates that the Developer is responsible for all costs associated with the turn lanes. The approved concept plan has increased the cost related to concrete pavement removal; however, the funding being provided through the Municipal Cooperative Agreement program provides sufficient funding to lower the Developers overall cost. The Developer is in support of the City seeking the funding from Mn/DOT for this project. A letter of support from the Developer is attached.

Construction Agreement with Mn/DOT (CPN 2010-41)
Council Meeting of August 8, 2011
Page Two

A resolution indicating that the City of Inver Grove Heights is a local government agency and the City is willing to take the lead role on City Project No. 2010-41 with cooperation from the Developer as outlined in the Development Agreement is attached. It is recommended that the City Council adopt this resolution to seek the Mn/DOT Municipal Cooperative Agreement Program Funding.

TJK/kf

Attachment: Resolution
Letter of Support
Construction Cost Estimate

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY

RESOLUTION REQUESTING FUNDING FROM MN/DOT THROUGH THE MUNICIPAL
COOPERATIVE AGREEMENT PROGRAM

RESOLUTION NO. _____

WHEREAS, the City of Inver Grove Heights wishes to improve the operation and safety of the intersection at TH 3 and Autumn Way; and

WHEREAS, the project will be of mutual benefit to the Minnesota Department of Transportation, the City of Inver Grove Heights and IGH Investments, LLC; and

WHEREAS, Inver Grove Heights is requesting financial participation in the project from the Minnesota Department of Transportation (Mn/DOT) through the Municipal Cooperative Agreement Program; and

WHEREAS, Inver Grove Heights and IGH Investments, LLC are committed to providing the local share of the costs if the project is selected as part of the upcoming Municipal Cooperative Agreement Program; and

WHEREAS, the City of Inver Grove Heights is committed to completing the project if selected and funding is provided as part of the FY 2012 Municipal Cooperative Agreement Program.

NOW, THEREFORE, BE IT RESOLVED, that the City of Inver Grove Heights is requesting funding from Mn/DOT for improvements to the intersection at T.H. 3 and Autumn Way in Inver Grove Heights, Minnesota from the Municipal Cooperative Agreement Program.

Adopted by the City Council of the City of Inver Grove Heights this 8th day of August 2011.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy Clerk

August 3, 2011

Tom Kaldunski, PE
City Engineer
City of Inver Grove Heights
Inver Grove Heights, MN

Re: Cooperative Agreement funds availability for TH 3 turn lane project

Dear Mr. Kaldunski

IGH Investments LLC is the developer and owner of Argenta Hills development in Inver Grove Heights. As part of our development we've recently brought fourth and had approve two residential plats to allow the building of single family homes in our Argenta Hill neighborhood. As a condition to those approvals we've been required to install turn lanes on Trunk Highway 3 into this these single family lots. As you're aware we've been working with the City of Inver Grove Heights and Minnesota Department of Transportation over the past year or so on plans to satisfy this development requirement. During recent discussions with yourself and members of MnDOT's staff a funding source has presented itself via the Cooperative Agreement funds and we feel this is a win-win opportunity for everyone involved.

Its our understanding that MnDOT has funding available to help fund these shovel ready projects, such as this turn lane project. In turn the State would like to expand the scope of the project, ultimately building what the State would like to have as an ultimate solution along this stretch of TH 3. We are in complete support of this approach and have been working with MnDOT and the City to properly scope this project and prepare plans should this Agreement for Funding be executed between the City and the State. IGH Investments understands that we will be part of this funding and should an agreement be executed between the City and State that IGH Investements will be party to an agreement with the City for our contribution of funds.

Overall we feel this is a win-win opportunity for all parties involved and we look forward to seeing this project designed and built as we continue to develop and build lots in the City of Inver Grove Heights. Thank you for your help and cooperation with the MnDOT as we work on moving this project forward.

Sincerely,



Jacob H. Fick
Project Manager
IGH Investments LLC

Cost Estimate TH 3 Turn Lanes S.P. 1908-85 August 2,2011

| Item Number | Item Description | Unit | Quantity | Unit Price | Amount |
|----------------|---|--------|----------|------------|--------------|
| 2104.501/00010 | REMOVE PIPE CULVERTS | LIN FT | 58 | \$10.00 | \$580.00 |
| 2104.501/00036 | REMOVE WOVEN WIRE FENCE | LIN FT | 520 | \$5.00 | \$2,600.00 |
| 2104.501/00040 | REMOVE GUARD RAIL | LIN FT | 514 | \$5.00 | \$2,570.00 |
| 2104.505/00110 | REMOVE CONCRETE PAVEMENT | SQ YD | 2880 | \$5.00 | \$14,400.00 |
| 2104.505/00119 | REMOVE BITUMINOUS DRIVEWAY PAVEMENT | SQ YD | 2000 | \$2.00 | \$4,000.00 |
| 2104.505/00120 | REMOVE BITUMINOUS PAVEMENT | SQ YD | 246 | \$6.00 | \$1,476.00 |
| 2104.513/00011 | SAWING BITUMINOUS PAVEMENT (FULL DEPTH) | LIN FT | 1804 | \$4.00 | \$7,216.00 |
| 2104.523/00014 | SALVAGE GATE VALVE & BOX | EACH | 1 | \$1,500.00 | \$1,500.00 |
| 2104.523/00543 | SALVAGE SIGN TYPE C | EACH | 4 | \$200.00 | \$800.00 |
| 2105.501/00010 | COMMON EXCAVATION | CU YD | 7370 | \$3.00 | \$22,110.00 |
| 2105.507/00010 | SUBGRADE EXCAVATION | CU YD | 3535 | \$6.00 | \$21,210.00 |
| 2105.522/00031 | SELECT GRANULAR BORROW MOD (CV) | CU YD | 2356 | \$12.00 | \$28,272.00 |
| 2105.535/00011 | SALVAGED TOPSOIL FROM STOCKPILE (LV) | CU YD | 2096 | \$4.00 | \$8,384.00 |
| 2211.501/00050 | AGGREGATE BASE CLASS 5 | TON | 4967 | \$8.00 | \$39,736.00 |
| 2331.603/00005 | RUMBLE STRIPS | LIN FT | 2860 | \$4.00 | \$11,440.00 |
| 2357.502/00010 | BITUMINOUS MATERIAL FOR TACK COAT | GALLON | 813 | \$2.00 | \$1,626.00 |
| 2360.501/24600 | TYPE SP 12.5 WEARING COURSE MIXTURE (4,F) | TON | 1650 | \$68.00 | \$112,200.00 |
| 2360.502/24200 | TYPE SP 12.5 NON WEARING COURSE MIXTURE (4,B) | TON | 1136 | \$65.00 | \$73,840.00 |
| 2501.511/20240 | 24" CS PIPE CULVERT | LIN FT | 15 | \$40.00 | \$600.00 |
| 2501.511/90155 | 15" RC PIPE CULVERT CLASS V | LIN FT | 102 | \$30.00 | \$3,060.00 |
| 2501.515/90150 | 15" RC PIPE APRON | EACH | 4 | \$1,000.00 | \$4,000.00 |
| 2503.602/00042 | CONNECT TO EXISTING STORM SEWER | EACH | 1 | \$1,000.00 | \$1,000.00 |
| 2504.602/00010 | CONNECT TO EXISTING WATER MAIN | EACH | 2 | \$1,000.00 | \$2,000.00 |
| 2504.602/00022 | RELOCATE HYDRANT & VALVE | EACH | 1 | \$3,000.00 | \$3,000.00 |
| 2504.602/00816 | 16" GATE VALVE AND BOX | EACH | 1 | \$5,000.00 | \$5,000.00 |
| 2504.602/90030 | VALVE BOX EXTENSION | EACH | 1 | \$200.00 | \$200.00 |
| 2504.602/90040 | VALVE OPERATER EXTENSION | EACH | 1 | \$100.00 | \$100.00 |
| 2504.603/00008 | HYDRANT RISER | LIN FT | 1 | \$500.00 | \$500.00 |
| 2504.603/00416 | LOWER 16" WATERMAIN | LIN FT | 500 | \$40.00 | \$20,000.00 |
| 2504.603/01908 | 8" WATERMAIN HDPE | LIN FT | 830 | \$30.00 | \$24,900.00 |
| 2504.608/00020 | DUCTILE IRON FITTINGS | POUND | 1000 | \$3.00 | \$3,000.00 |

| | | | | | |
|----------------|---|----------|------|------------|--------------|
| 2506.501/02420 | CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020 | LIN FT | 4.3 | \$2,000.00 | \$8,600.00 |
| 2506.503/00010 | RECONSTRUCT DRAINAGE STRUCTURE | LIN FT | 5.96 | \$1,000.00 | \$5,960.00 |
| 2506.516/00010 | CASTING ASSEMBLY | EACH | 1 | \$500.00 | \$500.00 |
| 2554.523/00029 | END TREATMENT-FLARED TERMINAL | EACH | 2 | \$500.00 | \$1,000.00 |
| 2554.603/00022 | INSTALL GUARDRAIL | LIN FT | 455 | \$20.00 | \$9,100.00 |
| 2557.603/00041 | WOVEN WIRE FENCE | LIN FT | 520 | \$10.00 | \$5,200.00 |
| 2563.601/00010 | TRAFFIC CONTROL | LUMP SUM | 1 | \$1,000.00 | \$1,000.00 |
| 2563.601/00200 | DETOUR SIGNING | LUMP SUM | 1 | \$5,000.00 | \$5,000.00 |
| 2564.602/00303 | RELOCATE SIGN TYPE C | EACH | 4 | \$200.00 | \$800.00 |
| 2564.602/00403 | FURNISH TYPE C SIGN | EACH | 2 | \$300.00 | \$600.00 |
| 2573.502/00020 | SILT FENCE, TYPE PREASSEMBLED | LIN FT | 2100 | \$2.00 | \$4,200.00 |
| 2573.530/00010 | STORM DRAIN INLET PROTECTION | EACH | 2 | \$200.00 | \$400.00 |
| 2573.540/00020 | FILTER LOG TYPE WOOD FIBER BIOROLL | LIN FT | 160 | \$4.00 | \$640.00 |
| 2573.607/00010 | ROCK DITCH CHECK | CU YD | | \$8.00 | \$0.00 |
| 2575.502/00250 | SEED MIXTURE 250 | POUND | 144 | \$5.00 | \$720.00 |
| 2575.502/00310 | SEED MIXTURE 310 | POUND | 16 | \$10.00 | \$160.00 |
| 2575.523/00012 | EROSION CONTROL BLANKETS CATEGORY 2 | SQ YD | 8628 | | \$2.00 |
| 2575.523/00014 | EROSION CONTROL BLANKETS CATEGORY 4 | SQ YD | 1050 | \$4.00 | \$4,200.00 |
| 2575.532/00030 | FERTILIZER TYPE 3 | POUND | 900 | | \$0.00 |
| 2575.550/00020 | COMPOST, GRADE 2 | CU YD | 75 | \$20.00 | \$1,500.00 |
| 2582.501/02001 | PAVEMENT MESSAGE (LEFT ARROW) POLY PREFORM | EACH | 2 | | \$0.00 |
| 2582.501/02002 | PAVEMENT MESSAGE (RIGHT ARROW) POLY PREFORM | EACH | 2 | \$100.00 | \$200.00 |
| 2582.502/41104 | 4" SOLID LINE WHITE-EPOXY | LIN FT | 3315 | \$0.25 | \$828.75 |
| 2582.502/42124 | 24" SOLID LINE YELLOW-EPOXY | LIN FT | 385 | \$0.25 | \$96.25 |
| 2582.502/42404 | 4" DOUBLE SOLID LINE YELLOW-EPOXY | LIN FT | 3115 | \$0.50 | \$1,557.50 |
| TOTAL | | | | | \$473,584.50 |

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Grant Easements for T.H. 3 Turn Lanes at Autumn Way – City Project No. 2010-41

Meeting Date: August 8, 2011
 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

SM

| 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: Development Agreement |

PURPOSE/ACTION REQUESTED

The City Council will consider approving a resolution to grant several permanent and temporary easements for the construction of the T.H. 3 turn lanes at Autumn Way (City Project No. 2010-41).

BACKGROUND

The City has entered into Development Agreements for Argenta Hills. One Aspect of this Project is the need to improve the access to Highway 3 from Autumn Way. The Development Agreement indicates that the construction of the turn lanes is the Developer's responsibility. The turn lanes are to meet Mn/DOT requirements.

On June 30, 2011, Mn/DOT signed off on the approval of the Level Two Concept Plan for the T.H. 3 turn lanes at Autumn Way to serve the Argenta Hills Development. A copy of the Concept is attached. In order to facilitate the construction of the turn lanes, Mn/DOT has requested some additional permanent right-of-way on the east side of T.H. 3. In addition, some temporary slope easements are needed to cut the proposed drainage ditch on the east side. A portion of the City water main will also be lowered.

The City of Inver Grove Heights owns the two parcels on the east side of T.H. 3 where these easements are needed. The first parcel is part of the Inver Grove Heights Golf Course at 7601 Robert Trail South – the 2nd parcel is the house lot owned by the City at 7456 Robert Trail South. Mn/DOT has requested permanent right-of-way to a point 50 feet from center of the highway. The City would be authorizing the following easements:

1. Temporary slope easement on the golf course
2. Temporary slope easement on the house lot
3. Permanent right-of-way on the house lot
4. Permanent right-of-way on the golf course

Discussions with the Golf Course Manager indicate cutting this slope would not adversely affect the golf course. The house lot easements are within the limits of the easements previously utilized by the deep trunk sanitary sewer in the area and the easement does not adversely affect this parcel.

The City had an appraisal done for these easements. The estimated value of the easements has been placed at \$5,000 per Metzen appraisals. The City will require Mn/DOT or the Developer to pay for the easements per the appraisal.

It is recommended that the City Council approve the resolution to grant the four easements for City Project No. 2010-41 – T.H. 3 Turn Lanes at Autumn Way.

TJK/kf
 Attachments: Resolution
 Level Two Concept Plan
 Easement Depiction
 Appraisal Excerpt

**CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY**

**RESOLUTION GRANTING EASEMENTS FOR THE TRUNK HIGHWAY 3 TURN LANES AT AUTUMN
WAY TO MN/DOT FOR CITY PROJECT NO. 2010-41**

RESOLUTION NO. _____

WHEREAS, the City of Inver Grove Heights wishes to improve the operation and safety of the intersection at T.H. 3 and Autumn Way; and

WHEREAS, the project will be of mutual benefit to the Minnesota Department of Transportation, the City of Inver Grove Heights and IGH Investments, LLC (owner of Argenta Hills Development); and

WHEREAS, Mn/DOT has requested permanent easements for the T.H. 3 right-of-way on the east side of the Highway; and

WHEREAS, Mn/DOT will also need temporary slope easements to grade along the east side of the highway as part of City Project No. 2010-41; and

WHEREAS, the City of Inver Grove Heights owns the golf course property at 7601 Robert Trail South and the single-family parcel at 7456 Robert Trail South which contains the temporary and permanent easements requested by MnDOT; and

WHEREAS, the temporary and permanent easements are depicted and legally described in the attachment labeled Description Sketch; and

WHEREAS, Inver Grove Heights and Mn/DOT intend to enter into a Municipal Cooperative Agreement; and

WHEREAS, IGH Investments, LLC is responsible for all costs related to the project per its Development Agreement with the City; and

WHEREAS, IGH Investments, LLC has agreed to compensate the City \$5,000 for these temporary and permanent easements per their Development Agreement; and

WHEREAS, the City of Inver Grove Heights is committed to completing the project if selected and funding is provided as part of the FY 2012 Municipal Cooperative Agreement Program; and

NOW, THEREFORE, BE IT RESOLVED, that the City of Inver Grove Heights hereby grants the temporary and permanent easements to Mn/DOT at the intersection of T.H. 3 and Autumn Way.

Adopted by the City Council of Inver Grove Heights this 8th day of August 2011.

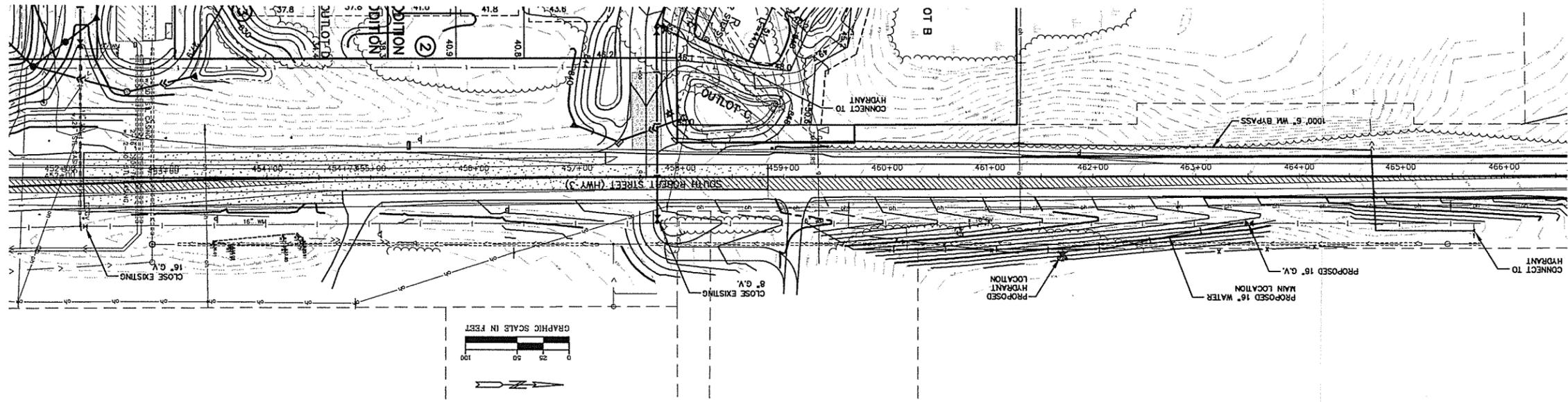
AYES:

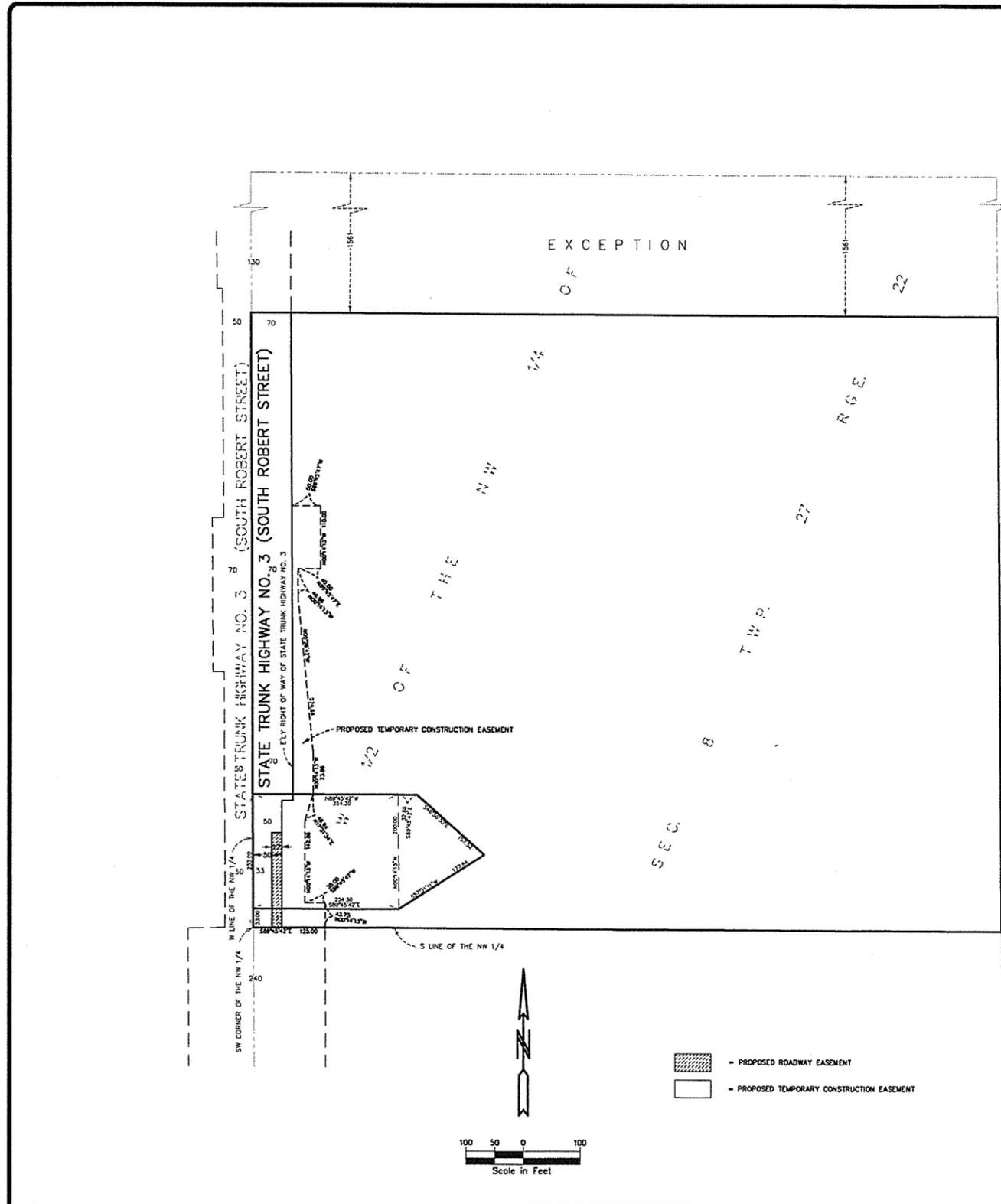
NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy Clerk





PROPOSED RIGHT OF WAY EASEMENT

An easement for road way purposes lying over and across the West Half of the Northwest Quarter except the North 1561 feet thereof, in Section 8, Township 27 North, Range 22 West. Except therefrom the following described parcel: That part of the Southwest Quarter of the Northwest Quarter of said Section 8, described as follows: Commencing at a point 33 feet North of the Southwest corner of the Northwest Quarter of Section 8, Township 27, Range 22; thence East 254.3 feet to a point; thence North parallel with the West line of said section, 200 feet to a point; thence West 254.3 feet to the section line; thence South along said section line to the point of beginning, according to the U.S. Government survey thereof, Dakota County, Minnesota.

Said easement described as follows:

The east 17.00 feet of the west 50.00 feet of said West Half of the Northwest Quarter, except that part thereof lying within the existing right of way of State Trunk Highway Number 3.

PROPOSED RIGHT OF WAY EASEMENT

An easement for road way purposes lying over and across that part of the Southwest Quarter of the Northwest Quarter described as follows: Commencing at a point 33 feet north of the southwest corner of the Northwest Quarter of Section 8, Township 27, Range 22; thence East 254.3 feet to a point; thence North parallel with the West line of said section, 200 feet to a point; thence West 254.3 feet to the section line; thence South along said section line to the point of beginning, according to the U.S. Government survey thereof, Dakota County, Minnesota.

That part of the Southwest Quarter of the Southwest Quarter of the Northwest Quarter of Section 8, Township 27, Range 22 West, Dakota County, Minnesota, described as follows:

Commencing at the southwest corner of said Northwest Quarter; thence Northerly along the West line of said Section 8, a distance of 233.00 feet; thence South 89 degrees 45 minutes 42 seconds East (assumed bearing) parallel with the South line of said Northwest Quarter, a distance of 254.30 feet to the point of beginning of the parcel to be described; thence South 89 degrees 45 minutes 42 seconds East, 32.86 feet; thence South 48 degrees 30 minutes 30 seconds East, 157.52 feet; thence South 57 degrees 31 minutes 11 seconds West, 177.84 feet to a point which is 200.00 feet South of the above-described point of beginning, measured parallel with said West line; thence Northerly to the point of beginning, and there terminating.

Said easement described as follows:

The east 17.00 feet of the west 50.00 feet of said Northwest Quarter, except that part thereof lying within the existing right of way of State Trunk Highway Number 3.

PROPOSED TEMPORARY CONSTRUCTION EASEMENT

A temporary easement for construction purposes lying over and across the West Half of the Northwest Quarter except the North 1561 feet thereof, in Section 8, Township 27 North, Range 22 West. Except therefrom the following described parcel: That part of the Southwest Quarter of the Northwest Quarter of said Section 8, described as follows: Commencing at a point 33 feet North of the Southwest corner of the Northwest Quarter of Section 8, Township 27, Range 22; thence East 254.3 feet to a point; thence North parallel with the West line of said section, 200 feet to a point; thence West 254.3 feet to the section line; thence South along said section line to the point of beginning, according to the U.S. Government survey thereof, Dakota County, Minnesota.

Said easement described as follows:

All that part of the above described property lying easterly of the easterly right of way line of State Trunk Highway Number 3 and lying westerly of the following described line:

Commencing at the southwest corner of said West Half of the Northwest Quarter; thence on an assumed bearing of South 89 degrees 45 minutes 42 seconds East, along the south line of said West Half of the Northwest Quarter, a distance of 125.00 feet; thence North 00 degrees 14 minutes 13 seconds West, a distance of 43.73 feet; thence South 89 degrees 45 minutes 47 seconds West, a distance of 35.00 feet; thence North 00 degrees 14 minutes 13 seconds West, a distance of 142.86 feet; thence North 17 degrees 31 minutes 34 seconds East, a distance of 48.94 feet; thence North 00 degrees 14 minutes 13 seconds West, a distance of 73.86 feet; thence North 05 degrees 26 minutes 28 seconds West, a distance of 274.64 feet; thence North 00 degrees 14 minutes 13 seconds West, a distance of 46.86 feet; thence North 89 degrees 45 minutes 47 seconds East, a distance of 40.00 feet; thence North 00 degrees 14 minutes 13 seconds West, a distance of 110.00 feet; thence South 89 degrees 45 minutes 47 seconds West, a distance of 50.00 feet, to said easterly right of way line of State Trunk Highway Number 3 and there terminating.

PROPOSED TEMPORARY CONSTRUCTION EASEMENT

A temporary easement for construction purposes lying over and across that part of the Southwest Quarter of the Northwest Quarter described as follows: Commencing at a point 33 feet North of the Southwest corner of the Northwest Quarter of Section 8, Township 27, Range 22; thence East 254.3 feet to a point; thence North parallel with the West line of said section, 200 feet to a point; thence West 254.3 feet to the section line; thence South along said section line to the point of beginning, according to the U.S. Government survey thereof, Dakota County, Minnesota.

That part of the Southwest Quarter of the Southwest Quarter of the Northwest Quarter of Section 8, Township 27, Range 22 West, Dakota County, Minnesota, described as follows:

Commencing at the southwest corner of said Northwest Quarter; thence Northerly along the West line of said Section 8, a distance of 233.00 feet; thence South 89 degrees 45 minutes 42 seconds East (assumed bearing) parallel with the South line of said Northwest Quarter, a distance of 254.30 feet to the point of beginning of the parcel to be described; thence South 89 degrees 45 minutes 42 seconds East, 32.86 feet; thence South 48 degrees 30 minutes 30 seconds East, 157.52 feet; thence South 57 degrees 31 minutes 11 seconds West, 177.84 feet to a point which is 200.00 feet South of the above-described point of beginning, measured parallel with said West line; thence Northerly to the point of beginning, and there terminating.

Said easement described as follows:

All that part of the above described property lying easterly of the easterly right of way line of State Trunk Highway Number 3 and lying westerly of the following described line:

Commencing at the southwest corner of said West Half of the Northwest Quarter; thence on an assumed bearing of South 89 degrees 45 minutes 42 seconds East, along the south line of said West Half of the Northwest Quarter, a distance of 125.00 feet; thence North 00 degrees 14 minutes 13 seconds West, a distance of 43.73 feet; thence South 89 degrees 45 minutes 47 seconds West, a distance of 35.00 feet; thence North 00 degrees 14 minutes 13 seconds West, a distance of 142.86 feet; thence North 17 degrees 31 minutes 34 seconds East, a distance of 48.94 feet; thence North 00 degrees 14 minutes 13 seconds West, a distance of 73.86 feet; thence North 05 degrees 26 minutes 28 seconds West, a distance of 274.64 feet; thence North 00 degrees 14 minutes 13 seconds West, a distance of 46.86 feet; thence North 89 degrees 45 minutes 47 seconds East, a distance of 40.00 feet; thence North 00 degrees 14 minutes 13 seconds West, a distance of 110.00 feet; thence South 89 degrees 45 minutes 47 seconds West, a distance of 50.00 feet, to said easterly right of way line of State Trunk Highway Number 3 and there terminating.

* THIS SKETCH DOES NOT PURPORT TO SHOW THE EXISTENCE OR NONEXISTENCE OF ANY ENCROACHMENTS FROM OR ONTO THE HEREON DESCRIBED LAND, EASEMENTS OF RECORD OR UNRECORDED EASEMENTS WHICH AFFECT SAID LAND OR ANY IMPROVEMENTS TO SAID LAND.

WE HEREBY CERTIFY TO IGH DEVELOPMENT, LLC THAT THIS SURVEY, PLAN OR REPORT WAS PREPARED BY ME, OR UNDER MY DIRECT SUPERVISION, AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA, DATED THIS 14TH DAY OF JULY, 2011.

SIGNED: *[Signature]*
 BY: Ann C. Larson, Professional Land Surveyor
 Minnesota License No. 19828

1)REVISED 6/2/11-CONSTRUCTION EASEMENT

Description Sketch for:
 IGH DEVELOPMENT, LLC

10071-DOWNLOADS
 7/1/11
 Folder : 7332
 Drawn : NIK

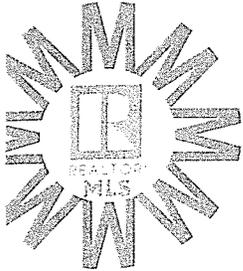
2422@pioneereng.com
 Minnesota
 (612) 606-4400
 www.pioneereng.com

PIONEER engineering
 CIVIL ENGINEERING LAND SURVEYING LANDSCAPE ARCHITECTURE

Sheet
 1 of 1

June 6, 2011

Thomas J Kaldunski, P.E.
City Engineer
8150 Barbara Avenue
Inver Grove Heights, MN 55077



RE: Trunk Highway 3
Turn Lane Easements
Inver Grove Heights, MN 55077

Dear Mr Kaldunski,

Pursuant to your request, we have made an appraisal of the above referenced property for the purpose of determining Fair Market Value of the subject property and determine effects if any, of the Permanent and Temporary Easement, R.O.W. for the purpose of a new turn lane along State Trunk Highway 3/South Robert Trail. The property is legally described in a later section of this report.

Fair Market Value is defined as the price the Property will bring in a competitive market under all conditions requisite to a fair sale which would result from negotiations between a buyer and seller, each acting prudently, with knowledge and without undue stimulus, to determine just compensation, as "before and after" the appraisal has been undertaken.



**METZEN
APPRAISALS**

Based on our field inspection, research and comparable sales in the area, it is our opinion that the Fair Market Value of the subject property and effects, if any⁶, as a result of the project, are as follows:

| | |
|---------------------------------------|----------------|
| Fair Market Value Before the Project: | \$2,113,095.00 |
| Fair Market Value After the Project: | 2,108,095.00 |

Damages:

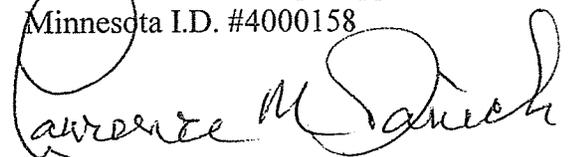
| | |
|---|-------------------|
| Temporary Slope Easement 3,974 Square Feet | \$1,192.50 |
| Temporary Slope Easement 1,062 Square Feet | \$ 318.60 |
| Permanent Right-of-Way Easement, 3,899 Square Feet | \$2,924.25 |
| Permanent Right-of-Way Easement, 687 Square Feet | <u>\$ 515.25</u> |
| Total Damages: | \$4,950.60 |

Rounded to: \$5,000.00

FIVE THOUSAND DOLLARS

Respectfully submitted,


 Thomas F. Metzger
 Cert. Gen. Real Prop. Appr.
 Minnesota I.D. #4000158


 Laurence M. Danich
 Real Property Appraiser
 Minnesota I.D. #4000869

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Resolutions Calling for Hearing on Proposed Assessments and Declaring Costs to be Assessed and Ordering Preparation of Proposed Assessments for 2010 Pavement Management Program – City Project No. 2010-09D – South Grove Street Reconstruction (Area 5)

Meeting Date: August 8, 2011
 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
SST

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

PURPOSE/ACTION REQUESTED

Consider a resolution calling for hearing on proposed assessments and a resolution declaring the costs to be assessed and ordering preparation of the proposed assessments for 2010 Pavement Management Program – City Project No. 2010-09D – South Grove Street Reconstruction (Area 5).

SUMMARY

This project has been completed and an assessment hearing is proposed for September 26, 2011.

The project assessments incorporate the street reconstruction and drainage improvements of the 2010 Urban Street Reconstruction, South Grove Area 5 – City Project No. 2010-09D. As we have done in past projects, staff will have the original property appraiser (Metzen) recertify the original appraisal analysis of the properties in the project area. This analysis will provide an opinion concerning the sustainability of the proposed assessments for the project.

I recommend adopting the attached resolutions calling for a hearing on the proposed assessment, declaring the costs to be assessed, and ordering preparation of the proposed assessments for City Project No. 2010-09D – South Grove Street Reconstruction (Area 5).

TJK/kf
 Attachments: Resolutions
 Project Map

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION DECLARING COSTS TO BE ASSESSED AND ORDERING PREPARATION OF
PROPOSED ASSESSMENTS

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

RESOLUTION NO. _____

WHEREAS, by a resolution of the City Council on Monday, August 8, 2011, the City Clerk was directed to prepare proposed assessments of the costs of the improvements as follows:

2010-09D 2010 Pavement Management Program
 City Project No. 2010-09D – South Grove Street Reconstruction (Area 5)

WHEREAS, the project includes street reconstruction; and

WHEREAS, the total final project cost is \$3,872,856.17.

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

1. The amount to be specially assessed for City Project No. 2010-09D is hereby declared to be \$1,424,639.38.
2. The City Clerk, with the assistance of the Public Works Director, shall forthwith calculate the proper amount to be specially assessed for such improvement against every assessable lot, piece or parcel of land within the district affected, without regard to cash valuation, as provided by law, and shall be filed in the City Clerk's office for public inspection.

Adopted by the City Council of Inver Grove Heights, Minnesota this 8th day of August 2011.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy Clerk

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION CALLING FOR HEARING ON PROPOSED ASSESSMENTS

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

RESOLUTION NO. _____

WHEREAS, by a resolution of the City Council on Monday, August 8, 2011 the City Clerk was directed to prepare proposed assessments of the costs of the improvements as follows:

2010 Pavement Management Program

City Project No. 2010-09D – South Grove Street Reconstruction (Area 5)

WHEREAS, the project includes street reconstruction; and

WHEREAS, the City Clerk has notified the City Council that such assessments have been completed and filed in the City Clerk's Office for public inspection.

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

1. A hearing shall be held on the 26th day of September 2011, in the City Council Chambers, 8150 Barbara Avenue at 7:00 p.m., to pass upon the proposed assessments; and, at such time and place, all persons owning property affected by such improvements shall be given an opportunity to be heard with reference to such assessments.
2. The City Clerk is hereby directed to cause a notice of hearing on the proposed assessments to be published once in the official newspaper and to be mailed to the owner of each parcel described in the assessment roll.

Adopted by the City Council of Inver Grove Heights, Minnesota this 8th day of August 2011.

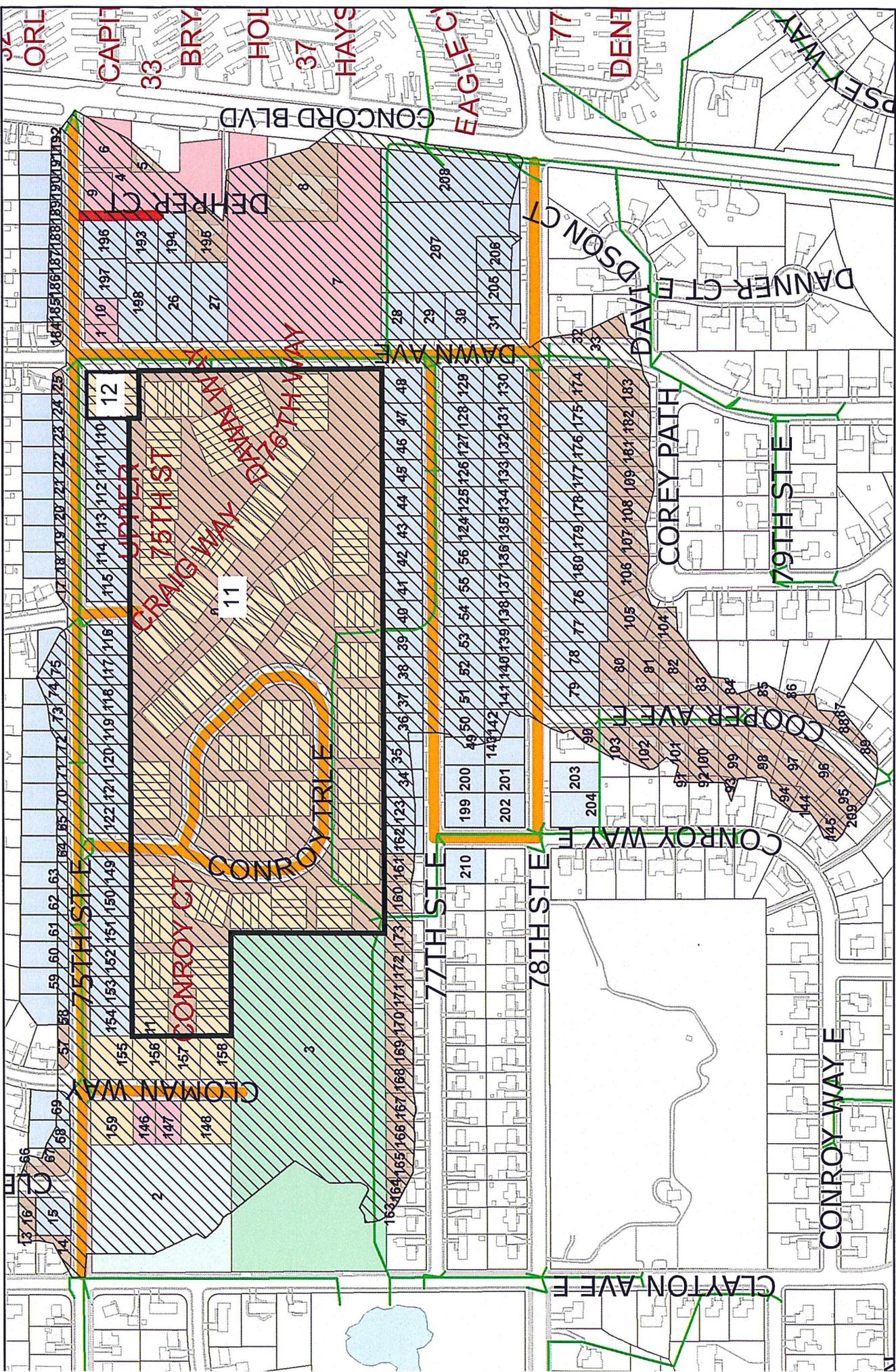
AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy Clerk



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

| | | | | | |
|---|--------------------------------|---|----------------------|---|--------------------------------|
|  | STORM ASSESSMENT |  | MULTI FAMILY |  | CHURCH |
|  | STORM ONLY |  | SCHOOL DIST. |  | SINGLE FAMILY |
|  | COMMERCIAL |  | EXISTING STORM SEWER |  | STREET RECONSTRUCTION (2.06mi) |
|  | STREET RECONSTRUCTION (2.06mi) |  | CONSTRUCTION |  | 0 250 500 1,000 Feet |

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Resolution Accepting Proposal from Emmons and Olivier Resources, Inc. (EOR) for Design and Construction Observation Services

Meeting Date: August 8, 2011
 Item Type: Consent
 Contact: Scott D. Thureen, 651.450.2571
 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: Project Contingency Funds (2003-15 and 2009-01) |

PURPOSE/ACTION REQUESTED

Consider resolution accepting proposal from EOR, Inc. for design and construction observation services.

SUMMARY

Last fall, we contracted with EOR to assess the infiltration capacity of several regional storm water basins in the Northwest Area following the construction of City Projects No. 2003-15 (NWA Trunk Utilities Extension) and 2009-01 (80th Street (C.R.28)/TH 3 Intersection Improvements – Roundabout). The subject basins were either in a project area or downstream from it. Some basins were not infiltrating storm water runoff as well as expected following the completion of the projects. EOR completed a review of three regional basins and some of the storm water management features on two private developments (Inver Glen Senior Housing and Amazing Grace Lutheran Church) and provided the attached proposal for the preparation of construction documents and construction field inspection for repairs to address the problems. The proposal is split into design services (\$18,400) and construction phase services (up to \$19,600).

I recommend that the Council adopt this resolution accepting the proposal from EOR, and that the work be funded as part of the two aforementioned public improvement projects (2003-15 and 2009-01).

SDT/kf
 Attachments: Resolution
 EOR Proposal

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

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING CITY STAFF TO ACCEPT THE PROPOSAL OF EMMONS AND
OLIVIER RESOURCES, INC. (EOR) FOR DESIGN AND CONSTRUCTION OBSERVATION
SERVICES**

WHEREAS, EOR was retained to assess the infiltration capacity of several regional storm water basins in the Northwest Area following the construction of City Projects No. 2003-15 and 2009-01; and

WHEREAS, based on the results and recommendations of that assessment, the City requested that EOR prepare a proposal for the design of repairs and restoration of the areas, preparation of construction documents and for providing construction observation services; and

WHEREAS, EOR provided a proposal as requested (Exhibit 1); and

WHEREAS, the funding for this work shall be provided from the aforementioned City projects.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS, MINNESOTA THAT: the Public Works Director is authorized to accept the proposal of EOR.

Adopted by the City Council of Inver Grove Heights this 8th day of August 2011.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Deputy Clerk

Date | Aug. 1, 2011
To | Scott Thureen, City of Inver Grove Heights
From | Brett H. Emmons, EOR
Ryan Fleming, EOR
Regarding | Mitigation of Construction Impacts to Infiltration Features, S. Robert Trail/CR 3
Corridor - Scope for Design and Construction Observation Phases

BACKGROUND

As part of implementing the city's Comprehensive Plan, there were a series of utility extension projects, the majority of which was completed in 2009. The projects served to extend potable water and sanitary sewer to portions of the Northwest Area (NW Area). The primary construction area within the NW Area occurred along the east side of Trunk Highway 3 (Robert Trail) between 70th Street and 80th Street as well as along 80th Street from Babcock to TH3. Portions of the construction occurred within the boundaries of and adjacent to the natural Regional Basins that are key for storm water management within the NW Area storm water plan.

An assessment of the impacts was conducted by EOR to evaluate the extent and causes of underperforming basins and practices along with recommending potential solutions. The results of the assessment were presented in an updated Memo dated September 6, 2010. Upon request of the City we are preparing a scope for engineering assistance in implementing corrective actions in the identified areas.

SCOPE

Select Regional Basins have begun exhibiting signs that the infiltration capacity has been considerably reduced due to the soil disturbance and compaction of utility construction work including associate equipment movement and materials storage. Because the infiltration capacity is necessary for the regional stormwater infrastructure, addressing this change in Regional Basin function is critical.

The approach outlined in this scope utilizes two phases: Design of mitigation measures and Field review of construction.

DESIGN

We propose to provide simple Specifications and simplified drawing(s) for the three Regional Basins impacted (EP-36a, SP-27, SP-17) and for local BMPs that are not functioning properly. The local BMPs to be corrected include all of the swale/ponding/infiltration areas and check dams of the TH 3/Amana Trail Roundabout as well as the Inver Glen Senior Housing BMPs that are not functioning properly due to the disturbance in the utility construction and other local impacts. The Senior Housing issues was not addressed in the previous memo of Sept. 2010.

A key factor in the design and implementation will be the phasing of erosion stabilization relative to in-basin/BMP restoration. Since the upstream erosion areas (source areas) must be controlled first, before infiltration areas are addressed, the work for all areas (as appropriate) will first address the erosion and sediment sources, such as the disturbed slopes adjacent to the road/utility corridor. Once those are controlled, then the downstream infiltration restoration can take place.

Moving from north to south, here are the items and locations to be addressed:

EP-36a

Lack of vegetative cover along the side slopes of this basin, coupled with two failing riprap swales that drain T.H. 3 are the main areas needing to be addressed. The design will include re-planting the side slopes to provide better ground cover with more dense coverage and deeper root structure. Presently, clover is the dominant vegetation on these slopes. Grade control structures such as a check dams can be installed in the south eastern region of the swale in EP-036a to prevent transport of fine grained materials to the lower elevations of EP-036a to the east. This check dam will provide the basin with a settling pond to limit the transport of fines to the lower, more frequently utilized portions of the EP-036a basin. Because this area is likely to be modified under ultimate conditions, we do not recommend more intensive procedures such as scarification or basin excavation to be performed at this time. However, continued monitoring of the site should be conducted to assess if further improvements in the future are needed.

Senior Housing and Church Parking Lot BMPs

There are three BMPs at the Inver Glen Senior Housing project and adjacent church parking lot paving that also appear to be impacted by the utility project, likely due to lack of control of the backfilled material over which the BMPs were constructed. If unsuitable fill and/or construction impacts are found to be the cause, we will explore methods to augment the raingardens such as a subsurface method outside of the utility excavation area. Due to the need to explore new areas for augmenting treatment, a higher level of effort to investigate and design these features is necessary than compared with the other sites. The bioretention basin (Bioretention Basin A on church plans, 6/14/10) near the east church entrance does not appear to be infiltrating properly (to be confirmed) is not adjacent to the road/utility corridor and problems may not have had to do with the utility work. However, we have included it here since the projects were in the same timeframe and something should be done to address the underperforming feature.

SP-27

Sparse vegetative cover (consisting primarily of clover) along side slopes of this basin along with concentrated flows off of the low point of the road has led to prominent rills along the western and southern edges of this basin. The design will address stabilizing the rills as well as re-planting the side slopes to provide higher density ground cover. Currently, fine grained sediments are being transported down the side slopes into the basin. These fine grained sediments impede infiltration in the bottom of the basin leading to the standing water issue. SP-27 should be dewatered, fine sediments and compacted layers removed, and vegetation re-established. Establishment of deep-rooted vegetation will provide the storm water flow paths to the less compacted, less silty soils located beneath the surface via the root paths. In addition to this, a horizontal sand trench would be constructed to connect the lowest point of SP-27 to the uncompacted, unsilted, and undisturbed area to the east, pending land access issues. This will help mitigate for the disturbed, backfilled area next to the road and along the utility path where it will be difficult to restore infiltration capacity.

SP-17

For Regional Basin SP-17, the primary concern pertains to basin sediment deposition while construction of both the utilities and the roundabout was occurring adjacent to the basin, although erosion from the roundabout system continues to be an issue. Given that Argenta Hills Phase 2 has expanded SP-17 and has already introduced equipment in the basin, we propose removing the sediment delta at the outlet of the culvert under S. Robert Trail and form a sediment sump for trapping future sediment and ease of future maintenance. Low impact equipment and techniques will obviously have to be used in this area. A relatively recent erosion issue has come to light that may be partially attributable to the roundabout and trail construction. Flow from the southbound lane and trail appears to be concentrated to one location and

is eroding the SP-17 slope in a focused area on the newly graded slopes. The erosion is likely also due to the grading activity by Argenta Hills Phase 2 for SP-17, but the relative proportionality of causes is hard to know with the information currently available. Regardless, the concentrated flow must be distributed as sheet flow and/or a protected path provided down the slope and will be addressed in the design.

TH 3 & CR 28 Roundabout

The side slopes off of TH 3 should be better vegetated to decrease the amount of sedimentation attributed to slope erosion. A spring visit this year also noted what appears to be the beginning of a slope, slip plane failure on the steep embankment on the east side of the project that will need to be stabilized. The accumulated sediment within the infiltration areas will be removed with light earth-moving equipment and dense, permanent, deep rooted native vegetation will be established. The failed ditch checks should be reconstructed to limit future erosion potential. Effective, permanent erosion control should be installed upstream of the pipe beneath TH 3 including rip rap at the pipe inlet to limit rilling from concentrated flow and sediment transport into SP-17.

Deliverables: Specifications, schematic drawing(s) of construction locations and type of activity. Prepare bid documents and assist City with obtaining bids on the work. .

CONSTRUCTION-PHASE OBSERVATION

As described, the approach would be to identify and work with a well qualified and responsive contractor so that more of the effort on the project is done as part of the construction rather than an elaborate design phase. The costs provided below are estimates. The estimates assume that the work would be done in two distinct time frames. First the erosion and sediment source areas will be stabilized and corrected before other work can proceed. Once the sediment is no longer being delivered to the basins and BMPs, then the construction repairs to the infiltration features can proceed. For our cost estimating purposes, we have assumed a minimum of 3 days for our staff to be in the field for the erosion and sediment control work. For the correction work to the BMPs (3), Basins (3), and the swales/check dam systems at the Roundabout, we have assumed 6+ days for our staff to be in the field.

Per recent discussions with City staff and the emphasis on better record keeping of the storm water improvements within the city, we are proposing to do GPS surveying of any additional mitigative improvement such as BMP retrofits or addition of infiltration trenches since this would include work beyond restoring the original practice.

Deliverables: Site observation during construction and associated records including construction drawings for any new features added to mitigate impacts. Review of and recommendations for contractor pay requests.

SCHEDULE

We anticipate that with a project of this size, the design phase can be completed fairly quickly. We propose to use a fairly streamlined and less detailed design approach, but being fairly involved in the field phase. For implementing the corrections, while using a reliable contractor, the city could use the approach of paying by time & materials with close observation by EOR staff. That is what is proposed here in terms of our design budget. Otherwise, we could provide more detailed specifications and have it bid. This project may be well suited to a landscape-type contractor who may be available locally. Our previous experience has shown that de-compaction requires much more oversight/observation than typical construction because it is more difficult to correct effectively. Regardless of the contracting method, consistent EOR construction observation during the work will be provided.

COSTS

The following table outlines the estimated costs for the work. The costs include our estimated time on the project and reimbursable expenses. Given the variability of the field work by the contractor, our time for the field observation is only an estimate and will be billed on an hourly basis.

| | COST |
|--------------------------------|----------------------|
| DESIGN | \$18,400 |
| CONSTRUCTION-PHASE OBSERVATION | \$17,600-19,600* |
| TOTAL: | \$36,000 – \$38,000* |

Notes:

***Estimates only** - Actual costs will be billed hourly based on progress in the field during construction. Total costs here do not include contractor/construction costs.

Note that, as requested, this effort is not intended to be a full, detailed engineering plans/specs package in an effort to reduce analysis costs. There is some of the risk that the contractor will be responsive and adaptable to the needs identified in the field, and that costs will similarly vary somewhat. We hope that for these smaller projects, this is a more streamlined and cost effective method overall to accomplish the work although it does come with some risk to the owner/city since not all details are known up front (reduced design costs) and assumes all parties will work in good faith and accomplish the tasks responsibly.

Thank you for the opportunity to present this proposed work plan.

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

ATTORNEYS AT LAW

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

MEMO

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

TO: Mayor and City Councilmembers
FROM: Timothy J. Kuntz, City Attorney
DATE: August 8, 2011
RE: Proposed Nexterra Wireless, LLC Lease
Our File No. 81000.09000

Section 1. Background. Nexterra Wireless, LLC ("Nexterra") has approached the City and has asked to lease antenna space on the City water tower on Broderick Avenue. Attached for the City Council's review is the proposed lease with Nexterra.

The Lease is modeled after the other various lease agreements with other telecommunications companies.

Following is a summary of the general terms and conditions of the Lease:

1. The Property that the City owns located at 8696 Broderick Avenue.
2. Upon execution of the lease, Nexterra will pay the City \$250 quarterly as rent until the end of 2012. Commencing January 1, 2013, the annual rent shall be \$262.50 and shall be increased each year thereafter on January 1 by 5% of the previous year's annual rent as set forth on Exhibit C to the Lease. Rent shall be paid quarterly on the 1st of the following months: January, April, July and October.
3. The initial five (5) year term ("Initial Term") of the Lease commence on August 15, 2011 and ends on December 31, 2016. Subject to the terms and conditions of the Lease, Nexterra shall have the right to extend the Lease for three (3) additional five (5) year renewal periods ("Renewal Term") commencing on January 1 following the expiration date of the Initial Term or of any subsequent Renewal Term. Rent automatically increases 5% each year.

4. Nexterra's use shall only be for the purpose of operation and maintenance of facilities for the transmission and reception of communication signals and for the storage of related equipment as set forth within Sections 1 and 7 of the Lease.
5. The grounds for termination of the Lease are provided in Section 12. Unless otherwise specified, the Lease may be terminated on sixty (60) days notice by
 - (a) by either party upon for default without cure within 60 days of the default;
 - (b) by Nexterra if it cannot obtain or maintain governmental approval for its operation;
 - (c) by Nexterra if the site is no longer technologically feasible for Nexterra;
 - (d) by the City if it decides to redeveloped the leased premises in a manner inconsistent with Nexterra's use of the leased premises or it decides to discontinue use of the water tower;
 - (e) by the City if it determines the water tower is structurally unsound, the water tower or other portions of the leased premises are damaged or destroyed;
 - (f) By the City if a user with higher priority cannot find another adequate location or Nexterra's antennas unreasonably interfere with the communication signals of a user with higher priority set forth in Section 6(a);
 - (g) By the City if Nexterra fails to comply with local, state or federal law or any conditions of approval for its operations;
6. The annual rent charged to Nexterra is considerably less than that charged to other telecommunications companies who lease space on the City's water towers. The reason for this reduced rent is recognition of Nexterra's provision of wireless internet services to six different City facilities, including City Hall and the Veterans' Memorial Community Center, which are fully set forth on Exhibit D of the Lease.

Section 2. Requested Action. The Council is requested to authorize approval of the Lease.

Timothy J. Kuntz

TJK:dme

WATER TOWER SITE LEASE AGREEMENT

Between

City of Inver Grove Heights

And

Nexterra Wireless, LLC

Date: _____, 2011

TABLE OF CONTENTS

| | | |
|-----|---|----|
| 1. | Leased Premises | 1 |
| 2. | Rent | 1 |
| | (a) Amount, Adjustments..... | 1 |
| | (b) Time of Payment, Taxes..... | 1 |
| 3. | Internet Services | 2 |
| 4. | Governmental Approval Contingency | 2 |
| | (a) Tenant Application | 2 |
| | (b) Interference Study | 2 |
| | (c) Non-approval. | 2 |
| 5. | Term and Renewals ... | 2 |
| 6. | Tenant's Use..... | 3 |
| | (a) User Priority .. | 3 |
| | (b) Purposes | 3 |
| | (c) Construction .. | 3 |
| | (d) Operation..... | 3 |
| | (e) Maintenance, Improvement Expenses..... | 4 |
| | (f) Replacements | 4 |
| | (g) Drawings | 4 |
| | (h) No Interference..... | 4 |
| | (i) Access..... | 4 |
| | (j) Payment of Utilities..... | 5 |
| | (k) Structure Painting..... | 5 |
| 7. | Emergency Facilities . | 5 |
| 8. | Additional Buildings . | 5 |
| 9. | Defense and Indemnification | 5 |
| | (a) General | 5 |
| | (b) Hazardous Materials..... | 6 |
| | (c) Tenant's Warranty..... | 6 |
| 10. | Insurance | 6 |
| | (a) Workers' Compensation..... | 6 |
| | (b) General Liability | 6 |
| | (c) Automobile Liability | 6 |
| | (d) Additional Insured – Certificate of Insurance | 7 |
| | (e) Waiver of Claims | 7 |
| 11. | Damage or Destruction..... | 7 |
| 12. | Lease Termination..... | 7 |
| | (a) Events of Termination..... | 7 |
| | (b) Notice of Termination | 8 |
| | (c) Site Restoration | 8 |
| 13. | Limitation of Landlord's Liability | 8 |
| 14. | Temporary Interruptions of Service .. | 9 |
| 15. | Tenant Interference ... | 9 |
| | (a) With Structure | 9 |
| | (b) With Higher Priority Users ... | 9 |
| | (c) Interference Study – New Occupants..... | 9 |
| | (d) Interference - New Occupants..... | 9 |
| 16. | Assignment..... | 10 |

| | | |
|-----|---------------------------------------|----|
| 17. | Condemnation | 10 |
| 18. | Disputes | 10 |
| 19. | Enforcement and Attorneys' Fees | 10 |
| 20. | Notices | 10 |
| 21. | Authority | 11 |
| 22. | Binding Effect | 11 |
| 23. | Complete Lease: Amendments..... | 11 |
| 24. | Governing Law..... | 11 |
| 25. | Severability..... | 11 |
| 26. | Representation and Warranties..... | 11 |
| 27. | Counterparts | 11 |

- EXHIBIT A - Description of Leased Premises and Non-Exclusive Access Drive
- EXHIBIT B - Approved Plans for Antenna Facilities
- EXHIBIT C - Rent Calculations
- EXHIBIT D - Internet Services

SITE LEASE AGREEMENT

THIS SITE LEASE AGREEMENT (“Lease”) made effective the ____ day of _____, 2011, between City of Inver Grove Heights (“Landlord”), a Minnesota municipal corporation and Nexterra Wireless, LLC (“Tenant”), a Minnesota limited liability company.

For good and valuable consideration, the parties agree as follows:

1. Leased Premises. Landlord owns real property located at 8696 Broderick Avenue, City of Inver Grove Heights, County of Dakota, State of Minnesota legally described on Exhibit A-1 upon which the Inver Grove Heights Water Tower and an approximately 16 foot wide access drive are located. Subject to the terms and conditions of this Lease, Landlord hereby leases to Tenant and Tenant leases from Landlord the following:

- (a) Non-exclusive rights of access to and from Broderick Avenue along the 16 foot-wide access drive to and from the Inver Grove Water Tower as shown in Exhibit A-2.
- (b) That portion of the interior of Inver Grove Heights Water Tower or other structures (the “Structure”) where Tenant’s 50” x 30” x 92” equipment cabinet is located together with the locations of Tenant’s antennas, cables, and appurtenances and service utilities are attached and located, the exact location of which is approved by Landlord as depicted on the attached Exhibit B (the “Leased Premises”).

Subject to any and all existing tenant rights and easements.

2. Rent.

(a) Amount, Adjustments. As consideration for this Lease, Tenant shall pay Landlord an annual rent in the amount of One Thousand dollars (\$1,000) for the initial year, beginning on August 15, 2011 and ending on December 31, 2012. Said annual rent shall be increased automatically and without notice on January 1, 2013, and each year thereafter on January 1 by five percent (5%) of the previous year’s annual rent, as shown in Exhibit C, attached hereto and incorporated herein.

(b) Time of Payment, Taxes. Tenant shall make quarterly rent payments to the Landlord. Said quarterly rent shall be calculated by dividing the annual rent (as shown in Exhibit C) by four (4). The quarterly rent shall be paid before the first of each of the following months: January, April, July and October. Tenant’s first rent payment shall be paid at the time the Lease is executed and shall include the quarterly rent which would otherwise be due on October 1, 2011 and shall also include the prorated rent for any portion of the previous months prior to the quarter commencing on October 1. Thereafter, Tenant’s rent payments shall be made before the first day of each quarter as set forth in this Paragraph. In addition to the quarterly rent, Tenant agrees to timely pay its pro-rata share of any taxes or payment in lieu of taxes required resulting from its facilities being located on Landlord’s property.

3. Internet Services. During the Initial Term and any Renewal Term of this Lease, in addition to the rent Tenant pays to Landlord pursuant to Section 2 of this Lease, Tenant shall also provide Landlord with wireless internet connection at no charge to the Landlord at the Landlord's facilities as shown in Exhibit D, attached hereto and incorporated herein.

4. Governmental Approval Contingency.

(a) Tenant Application. Tenant's right to use the Leased Premises is expressly made contingent upon its obtaining all the certificates, permits, zoning and other approvals that may be required by any federal, state or local authority. Landlord shall cooperate with Tenant in its efforts to obtain and retain such approvals, and shall take no action, which would adversely affect the status of the Leased Premises with respect to the Tenant's proposed use thereof.

(b) Interference Study. Before obtaining a building permit, Tenant must pay for the reasonable cost of (i) a radio frequency interference study carried out by an independent and qualified professional selected by the Landlord showing that Tenant's intended use will not interfere with any existing communications facilities, and (ii) an engineering study showing that the Structure is able to support the Antenna Facilities, as defined in Subparagraph 5(b), without prejudice to the City's use of the Structure. If the study finds that there is a potential for interference that cannot be reasonably remedied or for prejudice to the Structure, either party may terminate this Lease immediately and Landlord shall refund the initial rental to Tenant.

(c) Non-approval. In the event that any application necessary under Subparagraph 3(a) above is finally rejected or any certificate, permit, license, or approval issued to Tenant is cancelled, expired, lapses, or is otherwise withdrawn or terminated by governmental authority so that Tenant, in its sole discretion, will be unable to use the Lease Premises for its intended purposes, Tenant shall have the right to terminate this Lease and be reimbursed for the rental payment if made pursuant to Subparagraph 2(b) above. Notice of Tenant's exercise of its right to terminate shall be given to Landlord in writing by certified mail, return receipt requested, and shall be effective upon receipt of such notice by Landlord as evidenced by the return receipt. Except as required under Subparagraph 11(c) below, upon such termination, this Lease shall become null and void and the parties shall have no further obligations to each other.

5. Term and Renewals. Tenant shall have the right to use the Leased Premises upon the execution of this Lease and the payment of the pertinent rent payments. The initial term ("Initial Term") of this Lease shall commence on August 15, 2011 and end on December 31, 2016. Subject to the terms and conditions of this Lease, Tenant shall have the right to extend this Lease for three (3) additional five (5) year renewal periods ("Renewal Term") commencing on January 1 following the expiration date of the Initial Term or of any subsequent Renewal Term.

This Lease will automatically renew unless Tenant sends written notice to Landlord of Tenant's election not to renew at least three hundred sixty five (365) days prior to the expiration of the Initial Term or any Renewal Term, as provided in accordance with Paragraph 19 of this Lease. The rent for any and all Renewal Terms shall be paid quarterly in accordance with Paragraph 2.

6. Tenant's Use.

(a) User Priority. Tenant agrees that the following priorities of use, in descending order, shall apply in the event of communication interference or other radio frequency (RF) conflict while this Lease is in effect, and Tenant's use shall be subordinate accordingly:

1. Landlord;
2. Public safety agencies, including law enforcement, fire, and ambulance services, that are not part of the Landlord;
3. Other governmental agencies where use is not related to public safety.

(b) Purposes. Tenant shall use the Leased Premises only for the purpose of installing, maintaining, and operating a Landlord-approved communications antenna facility, equipment, cabinets and an accessory building, and uses incidental thereto for providing radio and wireless telecommunication services which Tenant is legally authorized to provide to the public. This use shall be non-exclusive, and Landlord specifically reserves the right to allow the Leased Premises to be used by other parties and to make additions, deletions, or modifications to its own facilities on the Leased Premises, provided such additions, deletions, or modifications do not create radio frequency interference with Tenant's telecommunications services except as to higher priority users permitted by Section 6(a). Tenant's communications antenna facility shall consist of antennas at a Landlord-approved location, along with cables and appurtenances connected to an accessory building or cabinet located on the Leased Premises ("Antenna Facilities"). Tenant shall comply with all applicable ordinances, statutes and regulations of local, state and federal government agencies. After the initial installation, Tenant shall not make any substantial external changes to its Antenna Facilities without the prior consent of Landlord, which shall not be unreasonably withheld, delayed or conditioned. The Antenna Facilities existing as of the date hereof are approved by Landlord.

(c) Construction. If Tenant seeks to increase the number of antennas, it must first pay for an evaluation carried out by a qualified professional, retained by Landlord demonstrating that (i) each additional antenna will not interfere with existing antennas or with proposed antennas with a higher priority, and (ii) the Structure can structurally support the additional antennas. The cost of each evaluation must be paid by the Tenant within 30 days after receiving written notice of the cost. Such consent by Landlord for additional antennas will not be unreasonably withheld, conditioned or delayed. Upon Landlord's consent, the parties will negotiate the amount of additional rental for the antennas. Additional antennas shall not be installed until the additional rent has been mutually determined.

(d) Operation. Tenant shall have the right, at its sole cost and expense, to operate and maintain the Antenna Facilities on the Leased Premises in accordance with good engineering practices, and with all applicable FCC rules and regulations. Tenant's installation of all Antenna Facilities shall be done according to plans approved by Landlord, which approval shall not be unreasonably withheld or delayed. Any damage done by Tenant or Tenant's agents to the Leased Premises or other Landlord Property including the Structure during installation or during operations, shall be repaired at Tenant's expense within 30 days after notification of damage. The Antenna Facilities shall remain the exclusive property of the Tenant, unless otherwise provided in this Lease.

(e) Maintenance, Improvement Expenses. All modifications to the Leased Premises and all improvements made for Tenant's benefit shall be at the Tenant's expense and such improvements, including antenna, facilities and equipment, shall be maintained in a good state of repair, and secured by Tenant. If Tenant's Antenna Facilities are mounted on the Structure they shall, at all times, be painted, at Tenant's expense, the same color as the Structure.

(f) Replacements. Before the Tenant may update or replace the Antenna Facilities, Tenant must notify and provide a detailed proposal to Landlord. Tenant shall submit to Landlord a detailed proposal for any such replacement facilities together with any other information reasonably requested by Landlord regarding such requested update or replacement, including but not limited to a technical study, carried out at Tenant's expense. Landlord may not unreasonably withhold or delay approval. Notwithstanding the above, Tenant may switch out equipment at the Leased Premises without Landlord's consent, provided such equipment is materially similar in size, weight and appearance.

(g) Drawings. Tenant shall provide Landlord with as-built drawings of the equipment and improvements installed on the Leased Premises, which show the actual location of all Antenna Facilities. Said drawings shall be accompanied by a complete and detailed inventory of all equipment, personal property, and Antenna Facilities actually placed on the Leased Premises, but not including equipment within the cabinets or equipment shelter.

(h) No Interference. Tenant shall, at its own expense, maintain any equipment on or attached to the Leased Premises in good repair and in a manner suitable to Landlord so as not to conflict with the use of the surrounding premises by Landlord. Tenant shall not unreasonably interfere with the operations of any prior tenant's existing usage on the Structure and shall not unreasonably interfere with the working use of the water storage facilities thereon or to be placed thereon by Landlord.

(i) Access. Tenant, at all times during this Lease, shall have access to the Leased Premises in order to install, operate, and maintain its Antenna Facilities, except that the interior of the Structure shall remain locked and secured by the Landlord. Tenant may gain access to the Leased Premises by contacting the Landlord's Public Works Department during regular business hours, or by contacting the Landlord's Public Works Department emergency personnel after regular business hours. Except in an emergency, Tenant shall have access to the Structure only with the approval of Landlord. Tenant shall request access to the Structure twenty-four (24) hours in advance, except in an emergency, and Landlord's approval thereof shall not be unreasonably withheld or delayed. In the event it is necessary for Tenant to have access to the Structure at some time other than the regular business hours of Landlord, Landlord may charge Tenant for its direct reasonable costs, including employees' wages, that Landlord may incur in providing such access to Tenant not to exceed \$100 for each Landlord employee trip to the Structure to accommodate the Tenant's need for access to the Structure after regular business hours. The Landlord shall use its best efforts to expedite access to the interior of the Structure in the case of an emergency, but Landlord shall not be liable for any damages, claims, costs, losses, expenses, demands, actions, or causes of action, including reasonable attorneys' fees and other costs and expenses of litigation, arising from delayed access to the interior of the Structure.

(j) Payment of Utilities. Tenant shall separately meter the Leased Premises for the consumption of electricity and other utilities associated with its use of the Leased Premises and shall promptly pay all costs associated therewith.

(k) Structure Painting. Upon at least one hundred eighty (180) days' notice from Landlord, Tenant, at its sole cost and expense, shall make any necessary arrangements to either temporarily protect or remove its Antenna Facilities as a result of Landlord's painting or other maintenance of the Structure. Should Landlord and Tenant agree that the scheduled maintenance or painting of the Structure will prevent Tenant from using the Structure as Tenant's communications facility, and it is reasonable and feasible for Tenant to temporarily relocate rather than leave in place and protect its Antenna Facilities, then Tenant shall have the right to install and operate a temporary antenna facility (including a Cell-on-Wheels) on a mutually acceptable location at 8696 Broderick Avenue, and in such event, Tenant shall not be required to pay Rent to Landlord during the period that Tenant operates a temporary antenna facility at 8696 Broderick Avenue. Landlord and Tenant acknowledge and agree that, if Tenant must temporarily remove any portion of the Antenna Facilities pursuant to this subsection, the only equipment that Tenant will be required to temporarily move are its antennas, coaxial cables and equipment cabinets.

7. Emergency Facilities. In the event of a natural or manmade disaster, in order to protect the health, welfare, and safety of the community, Tenant may erect additional Antenna Facilities and install additional equipment on a temporary basis on the Leased Premises to assure continuation of service. Such temporary operation shall not exceed 90 days unless Tenant obtains written approval from the Landlord.

8. Additional Buildings. This provision shall apply to tenants that construct a building on the Landlord's property for its antenna facilities. Tenant acknowledges that Landlord may permit additional buildings to be constructed on the Landlord's property. At such time as this may occur, Tenant will permit said buildings to be placed immediately adjacent to Tenant's building and will allow "attachments" to its building so as to give the appearance that all buildings are a connected facility. Said "attachments" will be made at no cost to Tenant and will not compromise the structural integrity of Tenant's building nor shall such "attachments" interfere with Tenant's operations of its Antenna Facilities. Any said "attachments" must be approved in writing by the Tenant prior to construction, and Tenant agrees to not unreasonably withhold said approval of an "attachment" that does not interfere with Tenant's operation of its Antenna Facilities.

9. Defense and Indemnification.

(a) General. Tenant agrees to defend, indemnify and hold harmless Landlord and its elected officials, officers, employees, agents, and representatives, from and against any and all claims, costs, losses, expenses, demands, actions, or causes of action, including reasonable attorneys' fees and other costs and expenses of litigation, which may be asserted against or incurred by Landlord for claims arising out of the installation, operation, use, maintenance, repair, or removal of Tenant's Antenna Facilities, equipment and related facilities on the Leased Premises except to the extent attributable to the gross negligence, willful misconduct, or other fault of Landlord, Landlord's employees, contractors, agents or other tenants, licensees or users of Landlord's property.

(b) Hazardous Materials. Without limiting the scope of Subparagraph 9(a) above, Tenant will be solely responsible for and will defend, indemnify, and hold Landlord, its agents, and employees harmless from and against any and all claims, costs, and liabilities, including attorney's fees and costs, arising out of or in connection with the cleanup or restoration of the Leased Premises associated with the Tenant's use of Hazardous Materials. For purposes of this Lease, "Hazardous Materials" shall be interpreted broadly and specifically includes, without limitation, asbestos, fuel, batteries or any hazardous substance, waste, or materials as defined in any federal, state, or local environmental or safety law or regulations including, but not limited to, CERCLA. Landlord will be solely responsible for and will defend, indemnify and hold Tenant, its agents, and employees harmless from and against any and all direct claims, costs, and liabilities, including reasonable attorneys' fees and costs, arising out of or in connection with the removal, cleanup, or restoration of Landlord's property, including the Leased Premises, with respect to Hazardous Materials other than those introduced to the Leased Premises or Landlord's property by Tenant.

(c) Tenant's Warranty. Tenant represents and warrants that its use of the Leased Premises will not generate and Tenant will not store or dispose of on the Leased Premises, nor transport to or over the Leased Premises, any Hazardous Materials, unless Tenant specifically informs Landlord thereof in writing twenty-four hours prior to such storage, disposal or transport, or otherwise as soon as Tenant becomes aware of the existence of Hazardous Materials on the Leased Premises. The obligations of Paragraph 9 shall survive the expiration or other termination of this Lease.

10. Insurance.

(a) Workers' Compensation. The Tenant must maintain Workers' Compensation insurance in compliance with all applicable statutes. The policy shall also provide Employer's Liability coverage with limits of not less than \$500,000 Bodily Injury each accident, \$500,000 Bodily Injury by disease, policy limit, and \$500,000 Bodily Injury by disease, each employee.

(b) General Liability. The Tenant must maintain an occurrence form comprehensive general liability coverage. Such coverage shall include, but not be limited to, bodily injury, Property damage – broad form, and personal injury, for the hazards of Premises/Operation, broad form contractual, independent contractors, and products/completed operations.

The Tenant must maintain aforementioned comprehensive general liability coverage with limits of liability not less than \$1,000,000 each occurrence; \$1,000,000 personal and advertising injury; \$2,000,000 general aggregate, and \$2,000,000 products and completed operations aggregate. These limits may be satisfied by the comprehensive general liability coverage or in combination with an umbrella or excess liability policy, provided coverage afforded by the umbrella or excess policy are no less than the underlying comprehensive general liability coverages.

Tenant will maintain Completed Operations coverage for a minimum of two years after the construction is completed.

(c) Automobile Liability. The Tenant must carry Automobile Liability coverage. Coverage shall afford total liability limits for Bodily Injury Liability and Property Damage Liability in the amount of \$1,000,000 per accident. The liability limits may be afforded under the

Commercial Policy, or in combination with an Umbrella or Excess Liability Policy provided coverage of ridges afforded by the Umbrella Excess Policy are no less than the underlying Commercial Auto Liability coverage.

Coverage shall be provided for Bodily Injury and Property Damage for the ownership, use, maintenance or operation of all owned, non-owned and hired automobiles.

The Commercial Automobile Policy shall include at least statutory personal injury protection, uninsured motorists and underinsured motorists' coverages.

(d) Additional Insured – Certificate of Insurance. The Tenant shall provide, prior to tenancy, evidence of the required insurance in the form of a Certificate of Insurance issued by a company (rated A- or better), licensed to do business in the state of Minnesota, which includes all coverage required in Paragraph 10. Tenant will list the Landlord as an Additional Insured on the General Liability, to the extent of Landlord's liability arising from its interest in the Leased Premises. The Certificate(s) shall also provide the coverage may not be canceled, non-renewed, or materially changed without thirty (30) days prior written notice to the Landlord. In the event that Tenant is self-insured, Tenant shall provide Landlord with a certificate showing compliance with the foregoing policy limits.

(e) Waiver of Claims. Tenant assumes all risk of loss of or damage to Tenant's property or leasehold improvements within the Leased Premises, including the portion of the Structure contained within the Leased Premises, which is not caused by the negligence of Landlord, its employees or agents, including any loss or damage caused by water leakage, fire, windstorm, explosion, theft, act of God, act of any other tenant, person or thing, or any other cause.

11. Damage or Destruction. If the Leased Premises are destroyed or damaged, without contributory fault of the Tenant or its agents, so as, in Tenant's judgment, to hinder its effective use of the Antenna Facilities, Tenant may elect to terminate this Lease upon 30 days written notice to Landlord. In the event Tenant elects to terminate the Lease, Tenant shall be entitled to reimbursement of prepaid rent covering the period subsequent to the date of damage to or destruction of the Leased Premises.

12. Lease Termination.

(a) Events of Termination. Except as otherwise provided herein, this Lease may be terminated by either party upon sixty (60) days written notice to the other party as follows:

(i) by either party upon a default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default to the other party; provided, however, that if cure cannot be reasonably completed within 60 days from the date of notice, then such cure period shall be reasonable extended so long as cure is commenced within the 60 days and diligently pursued to completion (without, however, limiting any other rights of the parties pursuant to any other provisions hereof);

(ii) by Tenant for cause if it is unable to obtain or maintain any license, permit or other governmental approval necessary for the construction and/or operation of the Antenna Facilities or Tenant's business;

(iii) by Tenant for cause if the Leased Premises is or becomes unacceptable for technological reasons under the Tenant's Antenna Facilities, design or engineering specifications or the communications systems to which the Antenna Facilities belong or if its Site is no longer required by Tenant;

(iv) by Landlord, if its Council decides, for any reason, to redevelop the Leased Premises in a manner inconsistent with the continued use of the Leased Premises by Tenant and/or to discontinue use of the Structure for all purposes;

(v) by Landlord if it determines that the Structure is structurally unsound, including, but not limited to, consideration of age of the Structure, damage or destruction of all or part of the Structure on the Leased Premises from any source, or factors relating to condition of the Leased Premises; or

(vi) by Landlord if it determines that a potential user with a higher priority under Subparagraph 6(a) above cannot find another adequate location, or the Antenna Facilities unreasonably interfere with the communication signals of another user with a higher priority, regardless of whether or not such RF interference was predicted in the initial interference study that was part of the application process; or

(vii) by Landlord if Tenant has failed to comply with applicable ordinances, or state or federal law, or any conditions attached to government approvals granted thereunder, provided that Tenant has received notice of same and a reasonable period of time to cure such compliance, in accordance with subsection (a)(i) above.

(b) Notice of Termination. The parties shall give notice of termination in writing by certified mail, return receipt requested. Such notice shall be effective upon receipt as evidenced by the return receipt. All rentals paid for the Lease prior to said termination date shall be retained by Landlord.

(c) Site Restoration. In the event that this Lease is terminated or not renewed, Tenant shall have 60 days from termination or expiration date to remove its Antenna Facilities, and related equipment from the Leased Premises, repair the site and restore the surface of the Structure. In the event that Tenant's Antenna Facilities and related equipment are not removed to the reasonable satisfaction of the Landlord, Landlord may remove and store Tenant's Antenna Facilities at Tenant's sole expense. If Landlord removes the Antenna Facilities or related equipment, Landlord must give written notice to the tenant in accordance with Paragraph 19 of this Lease.

13. Limitation of Landlord's Liability. Notwithstanding anything to the contrary in this Lease, in no event will either party be liable to the other party for punitive, indirect, incidental, special or consequential damages suffered by the other party, including, without limitation, loss of profits, income or business opportunities; provided however, that this provision shall not release or reduce Tenant's obligation to pay Rent to Landlord in accordance with the terms of this Lease.

14. Temporary Interruptions of Service. If Landlord determines that continued operation of the Antenna Facilities would cause or contribute to an immediate threat to public health and/or safety (except for any issues associated with human exposure to radio frequency omissions, which is regulated by the federal government), Landlord may order Tenant to discontinue its operation. Tenant shall immediately comply with such an order. Service shall be discontinued only for the period that the immediate threat exists. If Landlord does not give prior notice to Tenant, Landlord shall notify Tenant as soon as possible after its action and give its reason for taking the action. Landlord shall not be liable to Tenant or any other party for any interruption in Tenant's service or interference with Tenant's operation of its Antenna Facilities, except as may be caused by the willful misconduct of the Landlord, its employees or agents. If the discontinuance extends for a period greater than three days, either consecutively or cumulatively, Tenant shall have the right to terminate this Lease within its sole discretion.

15. Tenant Interference.

(a) With Structure. Tenant shall not interfere with Landlord's use of the Structure and agrees to cease all such actions which unreasonably and materially interfere with Landlord's use thereof no later than three (3) business days after receipt of written notice of the interference from Landlord. In the event that Tenant's cessation of action is material to Tenant's use of the Leased Premises and such cessation frustrates Tenant's use of the Leased Premises, within Tenant's sole discretion, Tenant shall have the immediate right to terminate this Lease.

(b) With High Priority Users. If Tenant's Antenna Facilities cause impermissible RF interference with higher priority users as set forth in Subparagraph 6(a) above, or with pre-existing tenants operating within their respective frequencies and in accordance with all applicable laws and regulations, Tenant and Landlord shall take all measures necessary to correct and eliminate the RF interference. If the RF interference cannot be eliminated within 48 hours after receiving Landlord's written notice of the RF interference, Tenant shall immediately cease operating its Antenna Facilities and shall not reactivate operation, except intermittent operation for the purpose of testing, until the RF interference has been eliminated. If the RF interference cannot be eliminated within 30 days after Tenant received Landlord's written notice, Landlord may, at its option, terminate this Lease immediately.

(c) Interference Study – New Occupants. Upon written notice by Landlord that it has a bona fide request from any other party to lease an area in the Property, Tenant agrees to provide the Landlord, within sixty (60) days, the radio frequencies currently in operation or to be operated in the future of each transmitter and receiver installed and operational on the Leased Premises at the time of such request. Landlord shall then have an independent, registered professional engineer of Landlord's choosing perform the necessary interference studies to determine if the new applicant's proposed use or frequencies will cause any interference to Tenant's use of the Leased Premises or operation of its Antenna Facilities. Landlord shall require the new applicant to pay for such interference studies.

(d) Interference – New Occupants. Landlord agrees that it will not grant a future lease in the Landlord's property to any party who is of equal or lower priority to Tenant under Section 6(a), if such party's use is reasonably anticipated to interfere with Tenant's use of the Leased

Premises or operation of its Antenna Facilities. Landlord agrees further that any future lease of the Property will prohibit a user of equal or lower priority from interfering with Tenant's use of the Leased Premises or operation of its Antenna Facilities. Landlord agrees that it will require any subsequent occupants of the Property of equal or lower priority to Tenant to provide Tenant these same assurances against interference. Landlord shall have the obligation to eliminate any interference with the operations of Tenant caused by such subsequent occupants. If such interference is not eliminated, Tenant shall have the right to terminate this Lease or seek injunctive relief against the interfering occupant, at Tenant's expense.

16. Assignment. This Lease, or rights thereunder, may not be sold, assigned, or transferred at any time by Tenant except to Tenant's affiliates or subsidiaries. As to other parties, this Lease may not be sold, assigned, or transferred without the written consent of the Landlord, such consent not to be unreasonably withheld. Notwithstanding the above, Tenant may assign this Lease without Landlord's consent to a FCC license holder with assets in excess of Fifty Million Dollars (\$50,000,000.00). Landlord hereby consents to the assignment by Tenant of its rights under this Lease as collateral to any entity that provides financing for the purchase of the equipment to be installed at the Leased Premises.

17. Condemnation. In the event the whole of the Leased Premises is taken by eminent domain, this Lease shall terminate as of the date title to the Leased Premises vests in the condemning authority. In event a portion of the Leased Premises is taken by eminent domain, either party shall have the right to terminate this Lease as of said date of title transfer, by giving thirty (30) days written notice to the other party. In the event of any taking under the power of eminent domain, Tenant shall not be entitled to any portion of the reward paid for the taking and the Landlord shall receive full amount of such award. Tenant hereby expressly waives any right or claim to any portion thereof. Although all damages, whether awarded as compensation for diminution in value of the leasehold or to the fee of the Leased Premises, shall belong to Landlord, Tenant shall have the right to claim and recover from the condemning authority, but not from Landlord, such compensation as may be separately awarded or recoverable by Tenant on account of any and all damage to Tenant's business and any costs or expenses incurred by Tenant in moving/removing its equipment, personal property, Antenna Facilities, and leasehold improvements.

18. Disputes. Any claim for damages arising out of this Lease not resolved within ten (10) days of the dispute, shall be submitted first and promptly to mediation. Each party shall bear its own costs of mediation. If mediation does not result in settlement within forty-five (45) days after the matter was submitted to mediation, either party may file a claim in arbitration in accordance with the applicable rules of the American Arbitration Association. The award rendered by the arbitrator may be entered as a judgment in any court having jurisdiction thereof. The arbitration shall be conducted in the county where the Leased Premises is located. Arbitration shall be the exclusive remedy of the parties.

19. Enforcement and Attorney's Fees. In the event that either party to this Lease shall bring a claim in litigation to enforce any right hereunder, the prevailing party shall be entitled to recover costs and reasonable attorneys' fees incurred as a result of such claim.

20. Notices. All notices hereunder must be in writing and shall be deemed validly served if sent by nationally recognized overnight courier that provides written evidence of delivery or by certified

mail, return receipt requested, addressed as follows (or any other address that the party to be notified may have designated to the sender by like notice);

If to Landlord, to: City of Inver Grove Heights
8150 Barbara Ave.
Inver Grove Heights, MN 55077
Attn: City Administrator

If to Tenant, to: Nexterra Wireless, LLC
Attn: _____
7115 Forthun Road
Suite 100
Baxter, MN 56425

21. Authority. Each of the individuals executing this Lease on behalf of the Tenant and Landlord represents to the other party that such individual is authorized to do so by requisite action of the party to this Lease.

22. Binding Effect. This lease shall run with the Leased Premises. This Lease shall extend to and bind the heirs, personal representatives, successors and assigns of the parties hereto.

23. Complete Lease: Amendments. This Lease constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations, and other agreement of any kind. There are no representations or understandings of any kind not set forth herein. Any modification of or amendment to this Lease must be in writing and executed by both parties.

24. Governing Law. This Lease shall be construed in accordance with the laws of the State of Minnesota.

25. Severability. If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

26. Representation and Warranties. Each party covenants and warrants to the other that (i) it has full right, power and authority to execute this Water Tower Site Lease Agreement and has the power to grant all rights hereunder; (ii) its execution and performance of this Lease will not violate any laws, ordinances, covenants, or the provisions of any mortgage, Lease, or other agreement binding on said party; and (iii) the execution and delivery of this Lease, and the performance of its obligations hereunder, have been duly authorized by all necessary personnel or corporate officers and do not violate any provisions of law or the party's certificate of incorporation or bylaws or any other arrangement, provision of law or court order or decree.

27. Counterparts. This Lease 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.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals the day and year first above written.

LANDLORD:

CITY OF INVER GROVE HEIGHTS

By _____
Its Mayor George Tourville

By _____
Its Deputy City Clerk Melissa Rheaume

EXHIBIT A-1

Description of Leased Premises and Non-Exclusive Access Drive

Leased Premises located on real property described as:

Outlot D, Arbor Pointe 7th Addition, according to the recorded plat thereof.

Non-Exclusive Access Drive located on real property described as:

Outlot C, Arbor Pointe 7th Addition, according to the recorded plat thereof, Dakota County, Minnesota, except that part thereof lying southeasterly of the following described line and its northeasterly and southwesterly extensions:

Commencing at the intersection of the East line of Outlot D, said Arbor Pointe 7th Addition and the southerly right of way line of Broderick Boulevard as delineated on said Arbor Pointe 7th Addition; thence on an assumed bearing of South 71 degrees 48 minutes 36 seconds East, along said southerly right of way line, a distance of 275.00 feet, to the point of beginning of the line to be described; thence South 18 degrees 11 minutes 24 seconds West, a distance of 21.70 feet; thence South 39 degrees 13 minutes 10 seconds West, a distance of 216.04 feet, to a southwesterly line of said Outlot C and there terminating.

EXHIBIT A-1

Depiction of Leased Premises and Non-Exclusive Access Drive

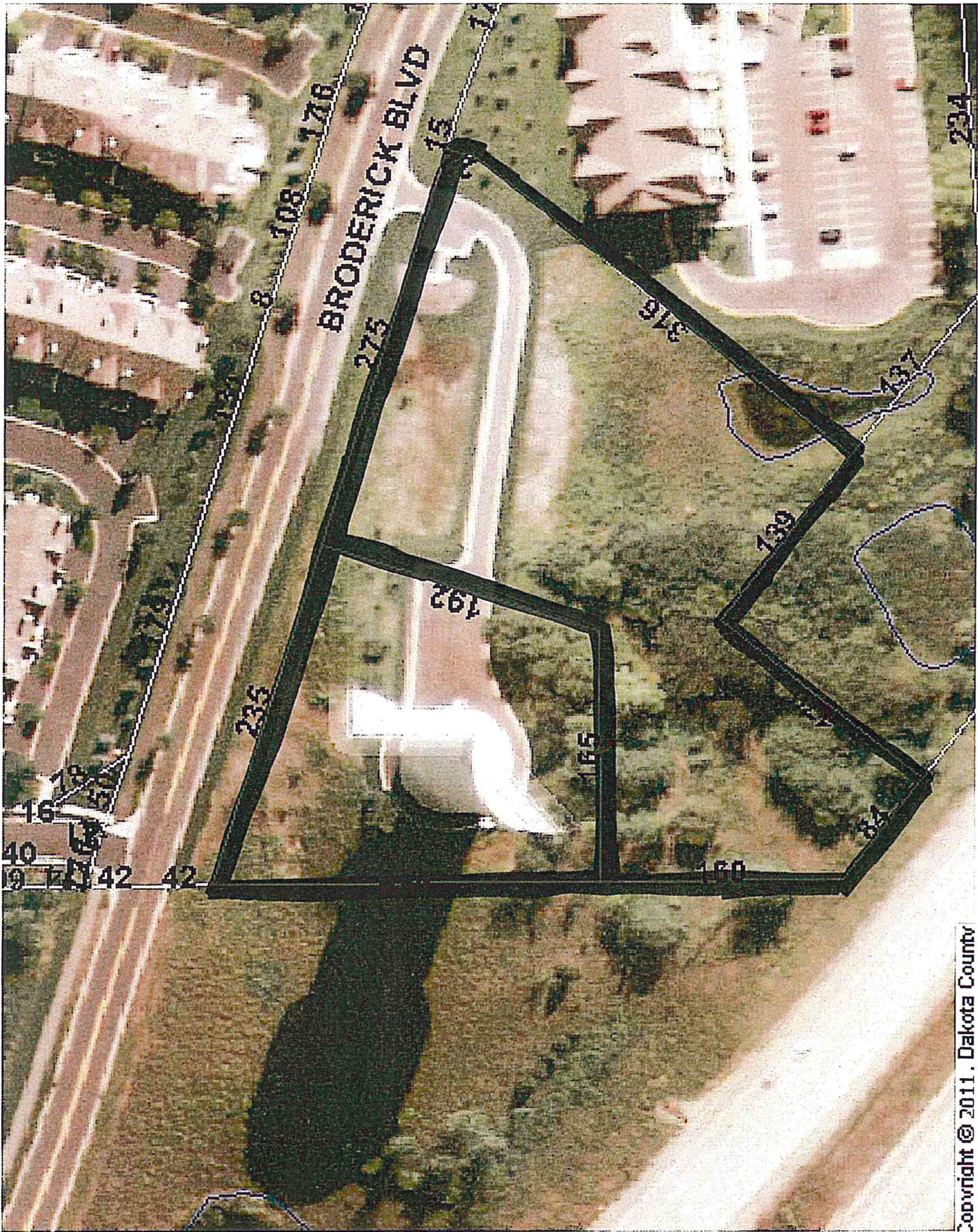


EXHIBIT B

Approved Plans for Antenna Facilities



Inver Grove Heights Broderick Blvd Water Tower

Project Description:

1. Install equipment at four positions around the upper railing of the tank as well as a cabinet at the base of the tower.
2. Install one 2" cable bundle comprised of twelve individual cables between the cabinet and radio equipment following existing cable raceways, cable trays, and cable access holes.
3. Protect all painted tower surfaces by incorporating a rubber membrane between the tower surface and all equipment/cable routing connections with the tower surface.
4. Paint all antennas to match the tower color.

Project Information

Tower Information:

Tower Type:
Tower Height:
Equipment Height:

Tower Owner:
Location/Address:

Latitude:
Longitude:

Contact Information:

Nextera Contact: Paul Brandt @ 952-564-6900

| Revisions | |
|-----------|------|
| Activity | Date |
| | |
| | |
| | |

Firm Name and Address
Nextera Wireless, LLC
5909 Baker Road, Ste 590
Minnetonka, MN 55345
952-564-6900

Project Name
Inver Grove Broderick Blvd WT

Project Number

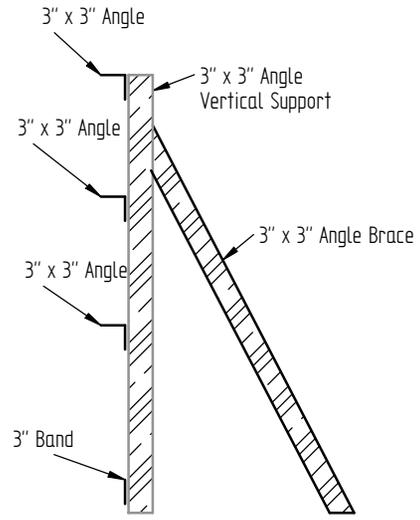
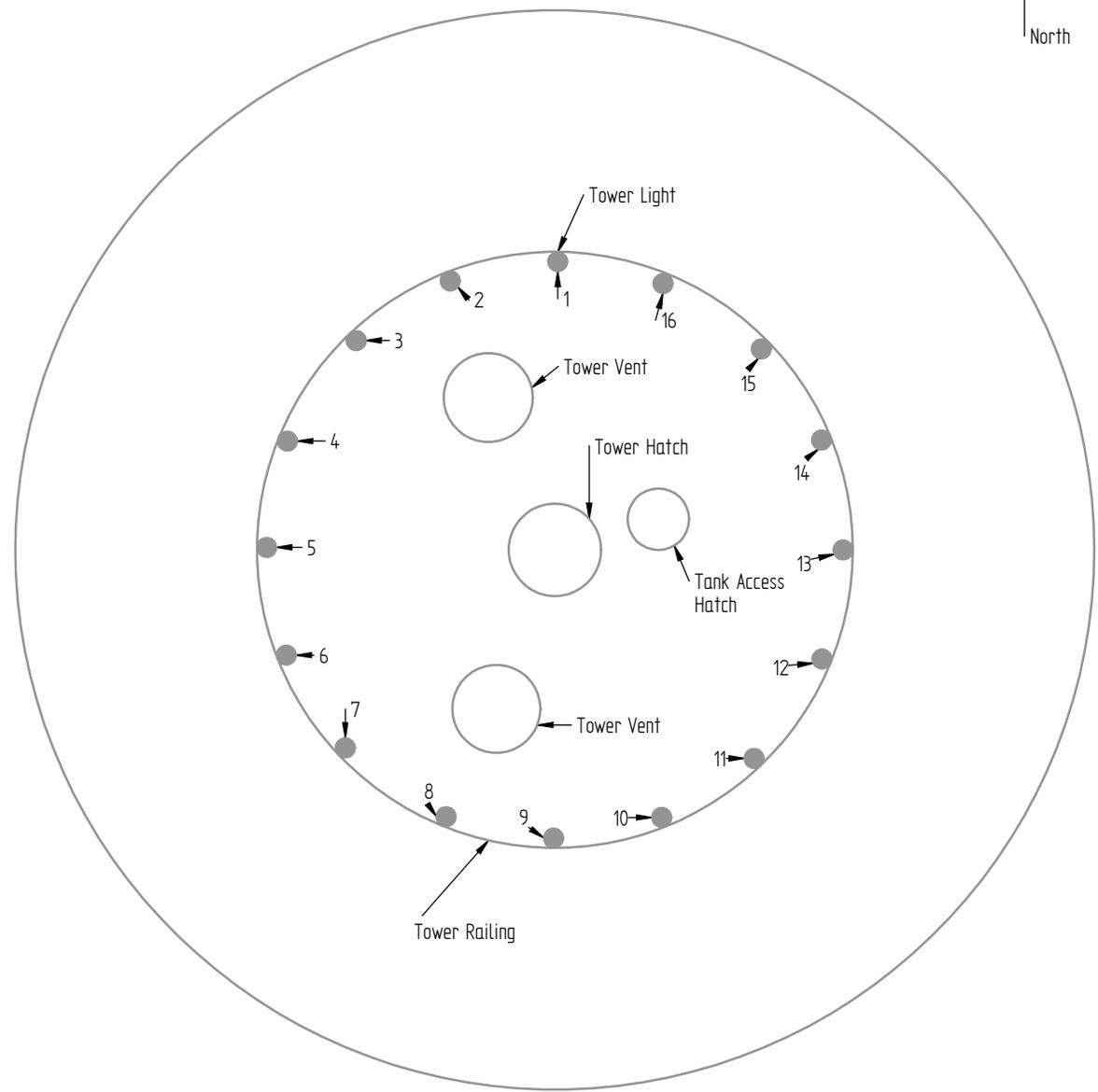
Date

Project Address

| Sheet Index | |
|-------------|------------------------------|
| Sheet | Description |
| T1 | Title Sheet |
| A1 | Tower Setup without Antennas |
| A2 | Oct 2010 Antenna Layout |
| A3 | Nextera Antenna Layout |
| A4 | Upper Tank Cable Layout |
| A5 | Cabinet & Tower Base Detail |
| A6 | Drywell Cabling Detail |
| A7 | Cable Bundle Detail |
| A8 | 6' Dish Mounting Detail |
| A9 | Multipoint and PTP Layout |
| A10 | Vertical Cabling Pipe Detail |

Sheet Title
Title Sheet

Sheet Number
T1



Tower railing is constructed of three rows of 3" by 3" angle and one 3" kickplate band. There are sixteen 3" by 3" angle vertical supports which I have numbered and will serve for points of reference. Each vertical support has a 3" by 3" angle brace.

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| Revisions | |
|-----------|------|
| Activity | Date |
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| | |

Firm Name and Address
Nextera Wireless, LLC
5909 Baker Road, Ste 590
Minnetonka, MN 55345
952-564-6900

Project Name
Inver Grove Broderick Blvd WT

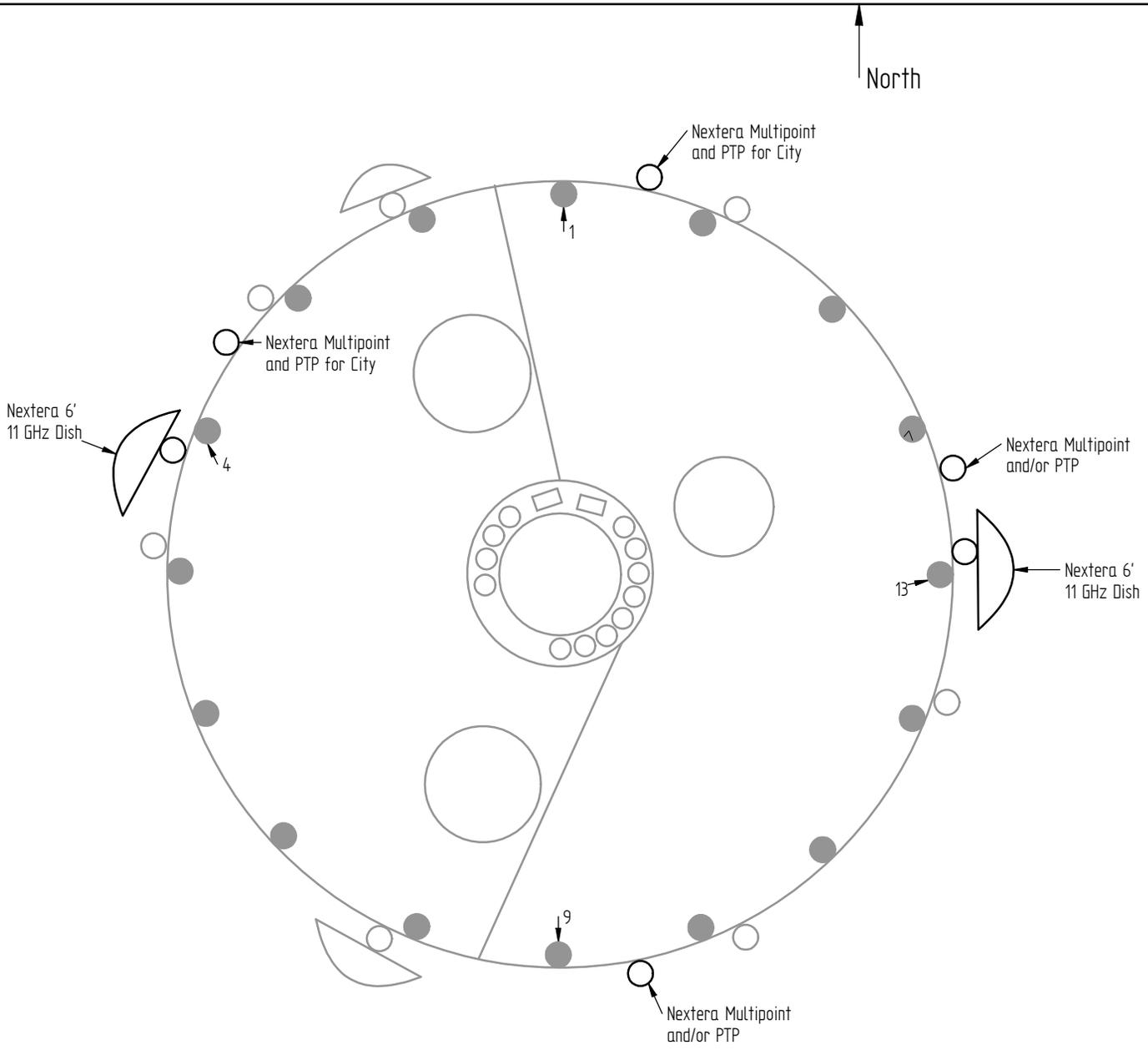
Project Number

Date

Project Address

Sheet Title
Tower Setup without Antennas

Sheet Number
A1



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| Revisions | |
|-------------------------------------|---------|
| Activity | Date |
| Increased separation between mounts | 3/15/11 |
| | |
| | |

Firm Name and Address
 Nextera Wireless, LLC
 5909 Baker Road, Ste 590
 Minnetonka, MN 55345
 952-564-6900

Project Name
 Inver Grove Broderick Blvd WT

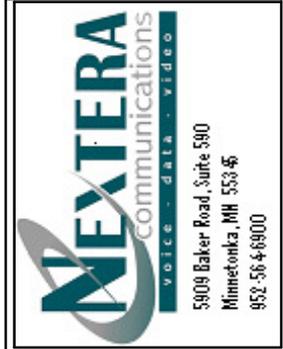
Project Number

Date

Project Address

Sheet Title
 Nextera Antenna Layout

Sheet Number
 A3



| Revisions | |
|---------------------------------|---------|
| Activity | Date |
| Expanded Cable Attachment Notes | 3/15/11 |
| | |
| | |

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 Minnetonka, MN 55345
 952-564-6900

Project Name
 Inver Grove Broderick Blvd WT

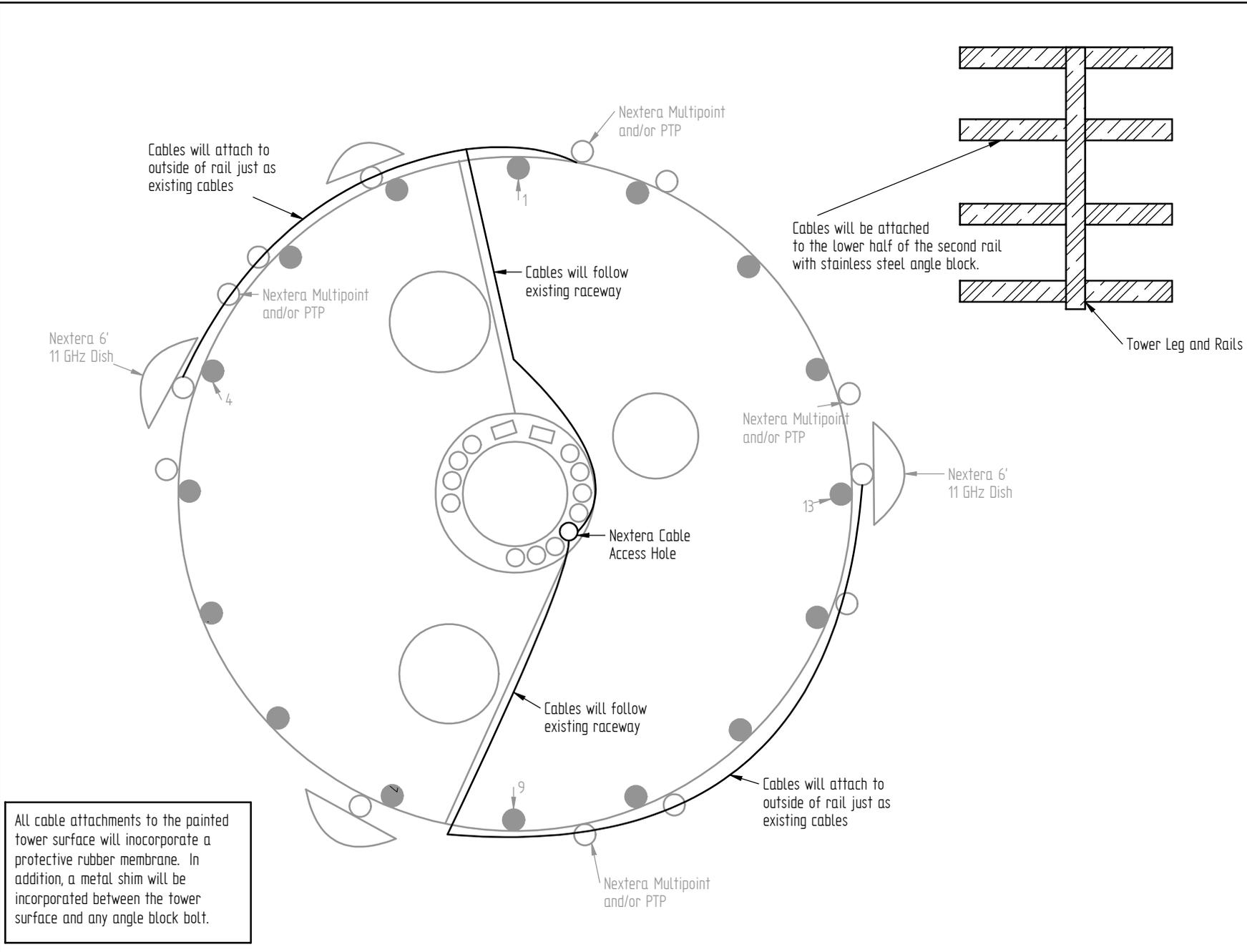
Project Number

Date

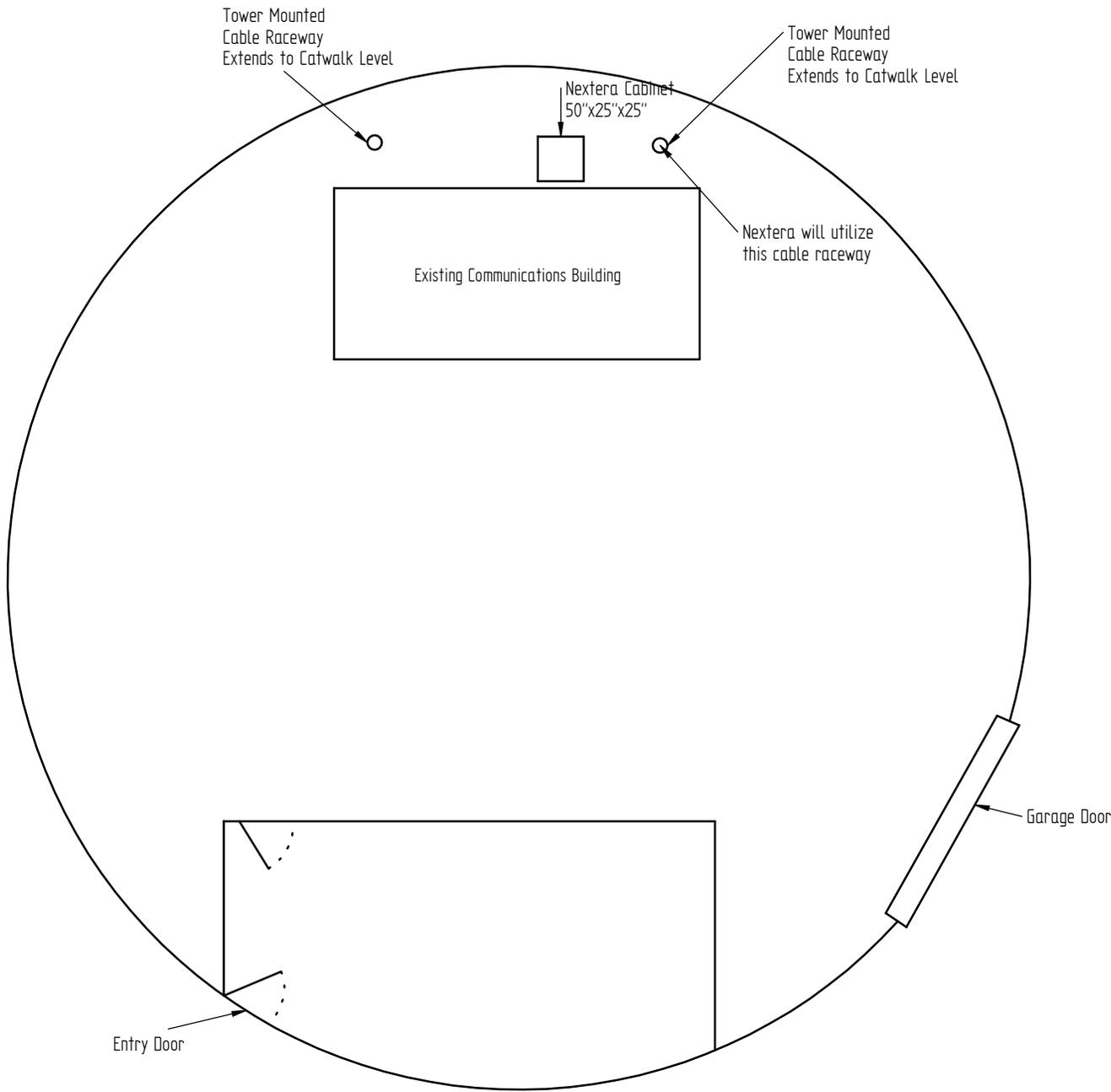
Project Address

Sheet Title
 Upper Tank Cable Layout

Sheet Number
 A4



All cable attachments to the painted tower surface will incorporate a protective rubber membrane. In addition, a metal shim will be incorporated between the tower surface and any angle block bolt.



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| Revisions | |
|-----------|------|
| Activity | Date |
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Firm Name and Address
 Nextera Wireless, LLC
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 952-564-6900

Project Name
 Inver Grove Broderick Blvd WT

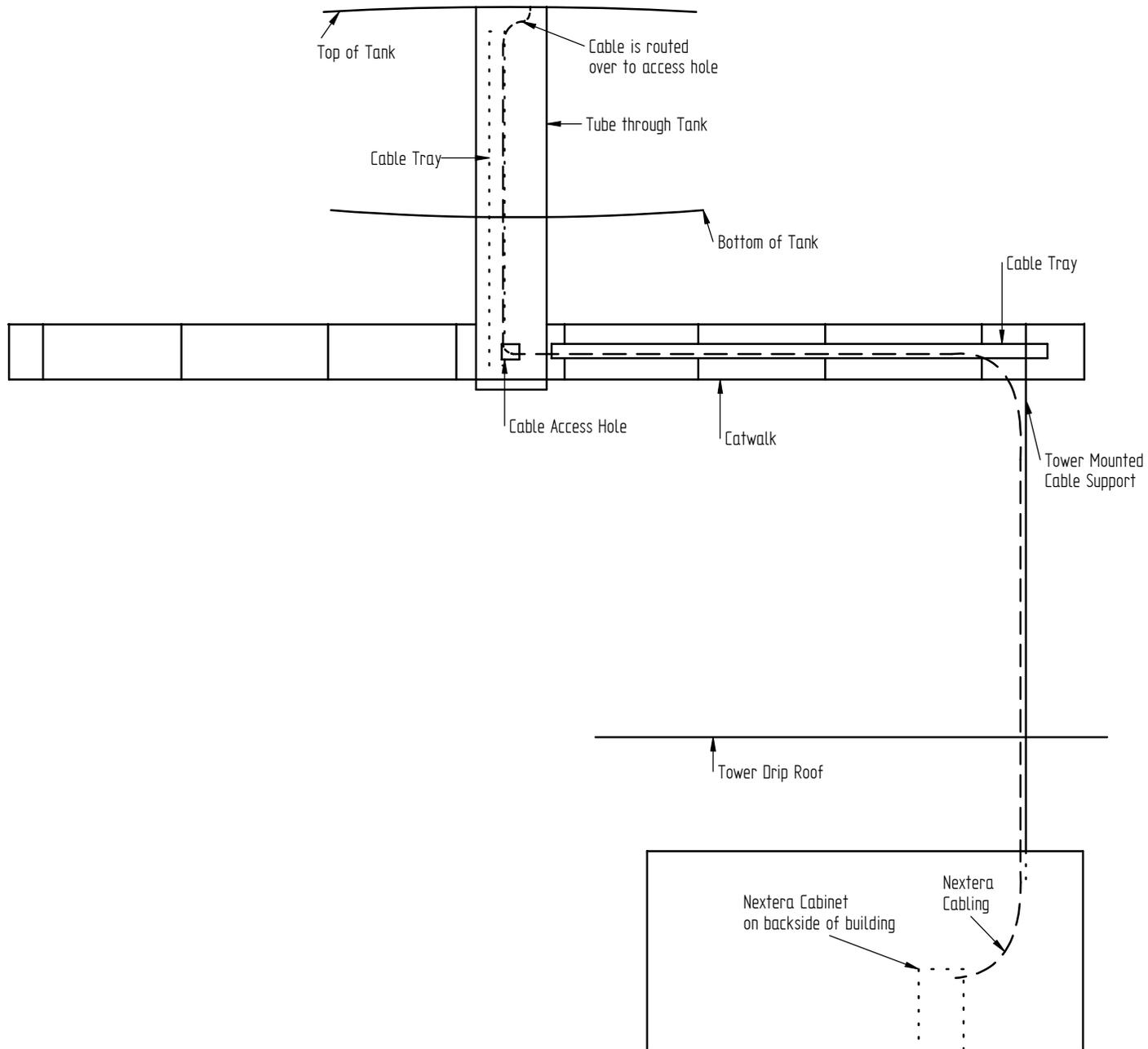
Project Number

Date

Project Address

Sheet Title
 Cabinet & Tower Base Detail

Sheet Number
 A5



| Revisions | |
|-----------|------|
| Activity | Date |
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Firm Name and Address
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Project Name
Inver Grove Broderick Blvd WT

Project Number

Date

Project Address

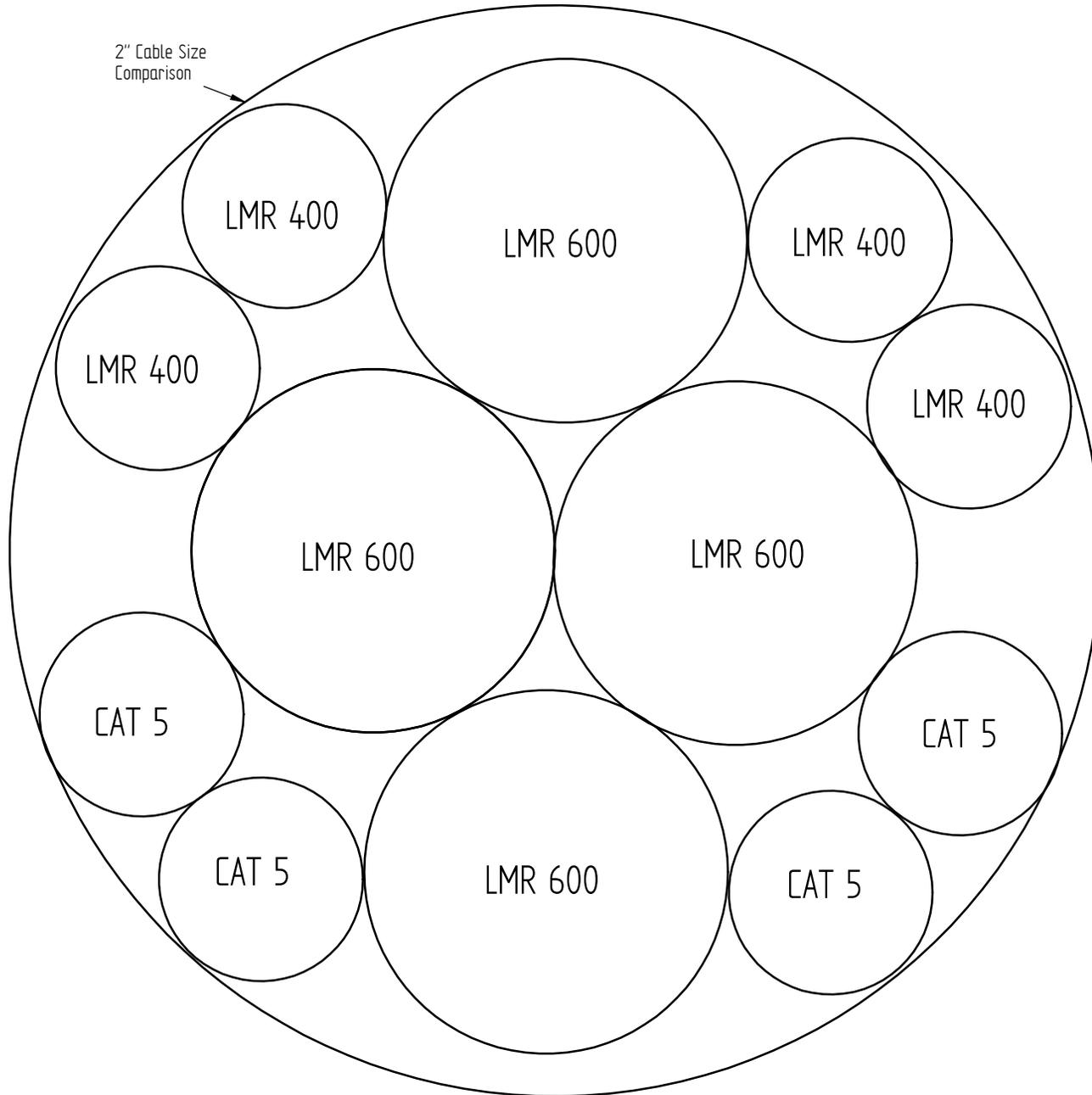
Sheet Title
Drywell Cabling Detail

Sheet Number
A6

Nextera will install a 12 cable bundle that is similar in diameter to the 2" cable commonly used by cell providers.

Cable Inventory:

- 4- LMR 600 - Cable is 0.590" in diameter. Two lines will be used immediately for our licensed backhaul connections and two will be available for future deployments
- 4- LMR 400 - Cable is 0.40" in diameter. All four lines will be used for multipoint gear.
- 4- Cat 5 - Cable is 0.30" in diameter. Two lines will be used for P:TP connections for the City and two will be available for future deployments.



2" Cable Size Comparison



| Revisions | |
|-----------|------|
| Activity | Date |
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| | |
| | |
| | |

Firm Name and Address
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 5909 Baker Road, Ste 590
 Minnetonka, MN 55345
 952-564-6900

Project Name
 Inver Grove Broderick Blvd WT

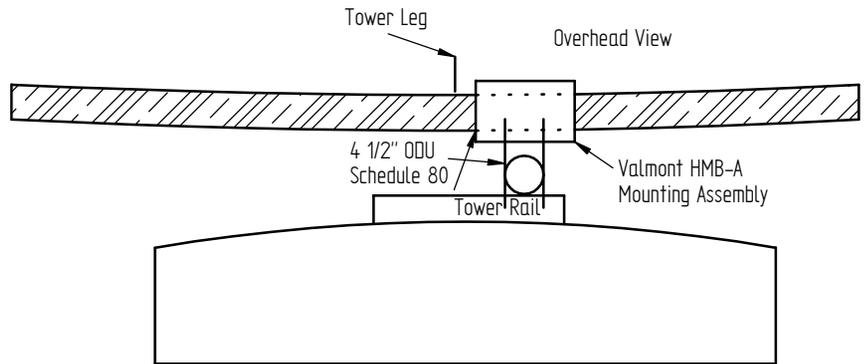
Project Number

Date

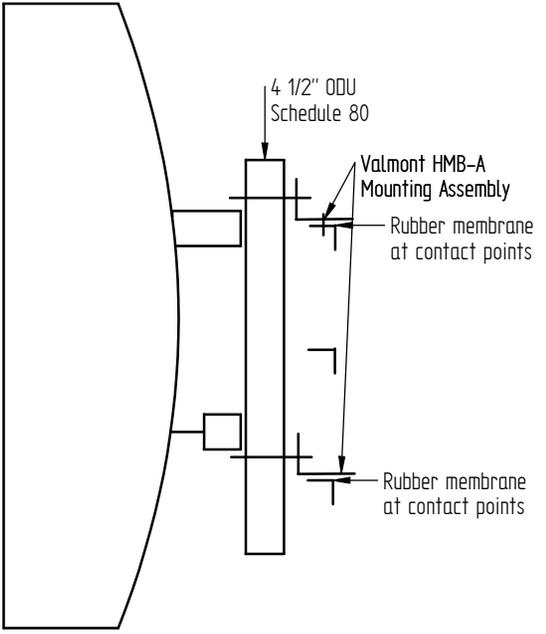
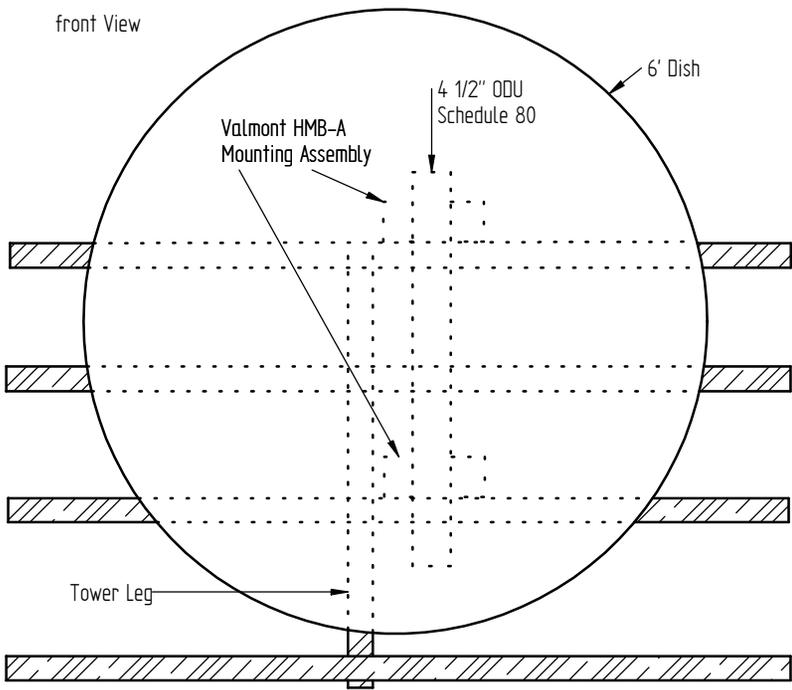
Project Address

Sheet Title
 Cable Bundle Detail

Sheet Number
 A7



Installation Note: A rubber membrane will be installed at all contact points with the tower surface. Pipe will have welded end caps.



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| Revisions | |
|-------------|---------|
| Activity | Date |
| HMB-A Mount | 3/15/11 |
| | |
| | |
| | |

Firm Name and Address
Nextera Wireless, LLC
5909 Baker Road, Ste 590
Minnetonka, MN 55345
952-564-6900

Project Name
Inver Grove Broderick Blvd WT

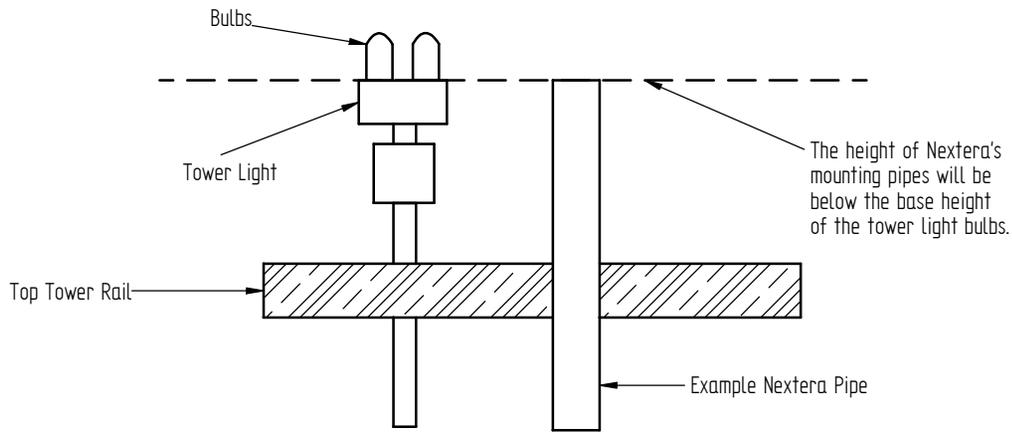
Project Number

Date

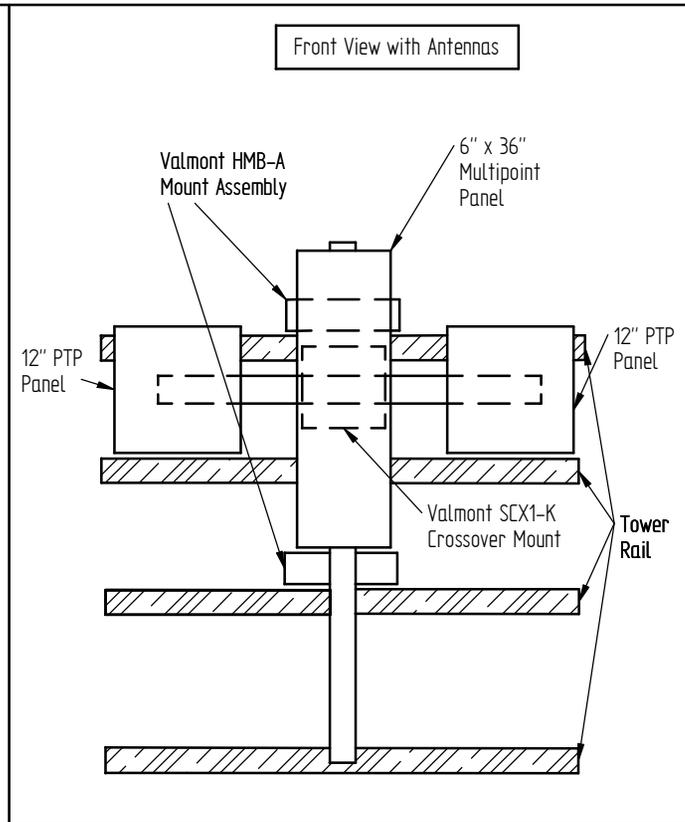
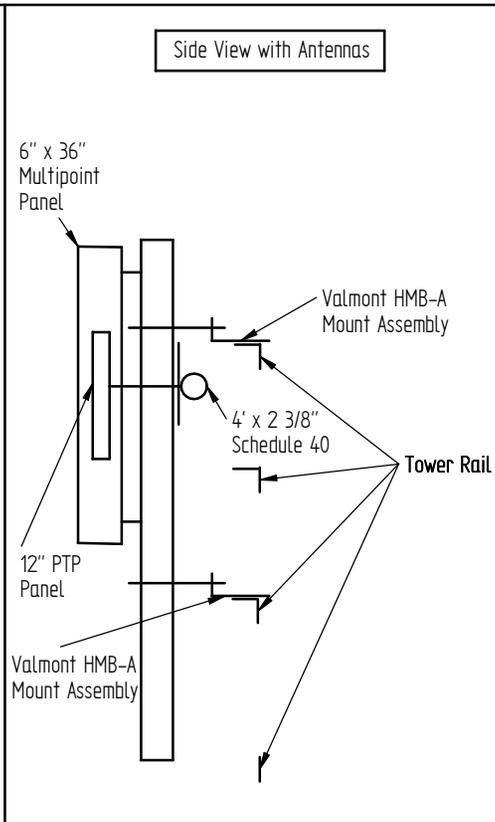
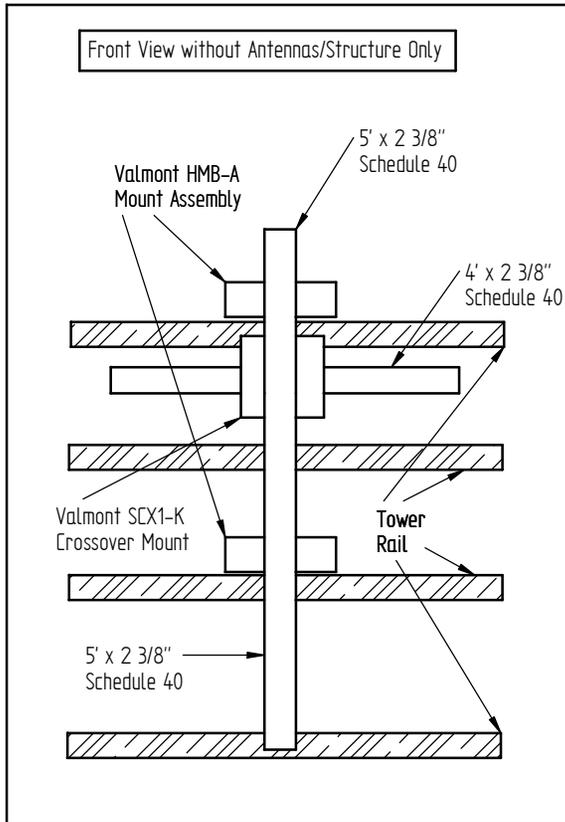
Project Address

Sheet Title
6' Dish Mounting Detail

Sheet Number
A8



Installation Note: A rubber membrane will be installed at all contact points with the tower surface. Pipe will have welded end caps.



| Revisions | |
|---------------------|---------|
| Activity | Date |
| Pipe height reduced | 3/15/11 |
| | |
| | |
| | |

Firm Name and Address
 Nextera Wireless, LLC
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Project Name
 Inver Grove Broderick Blvd WT

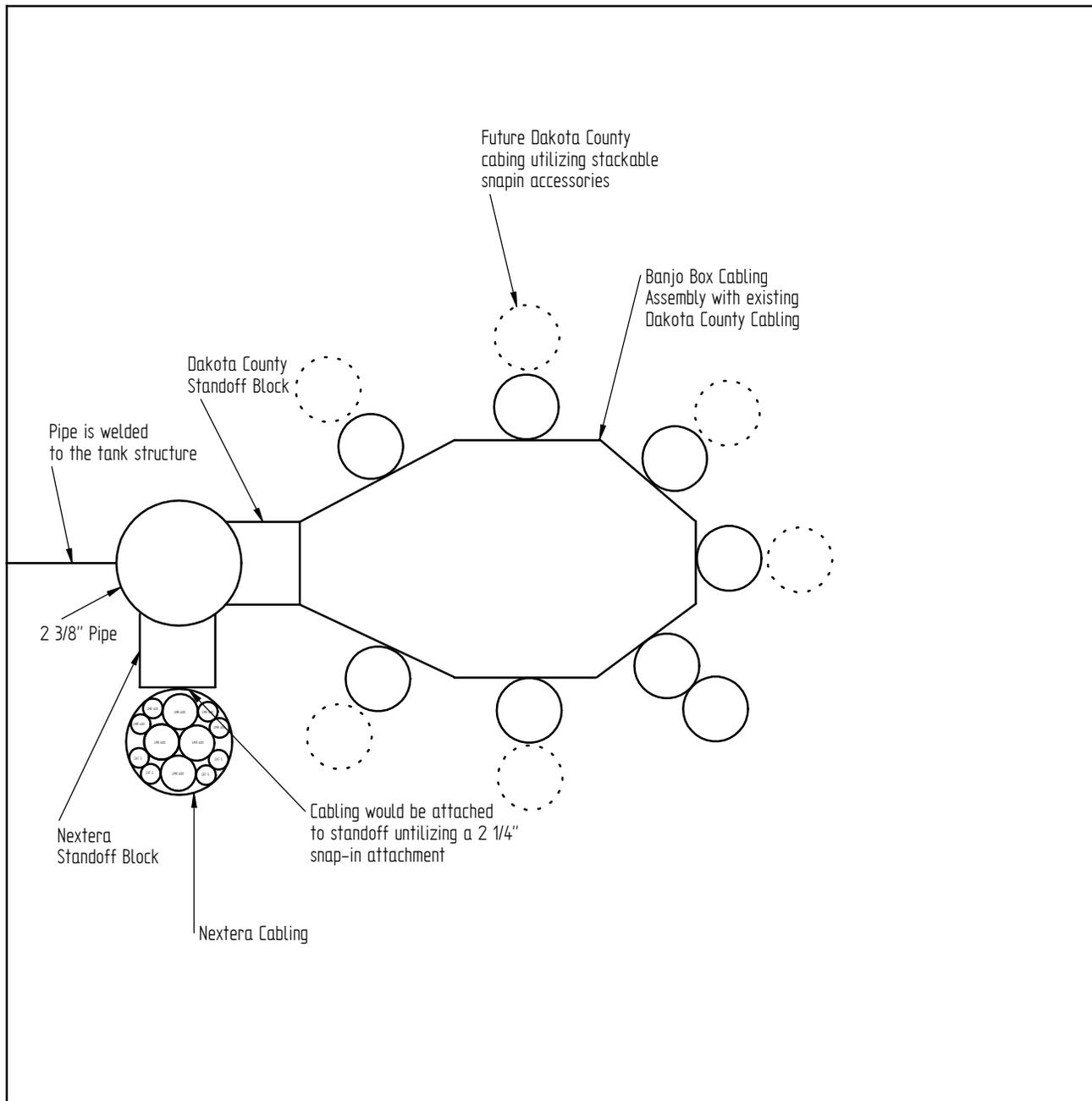
Project Number

Date

Project Address

Sheet Title
 Multipoint and PTP Layout

Sheet Number
 A9



| Revisions | |
|-----------|------|
| Activity | Date |
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| | |

Firm Name and Address
 Nextera Wireless, LLC
 5909 Baker Road, Ste 590
 Minnetonka, MN 55345
 952-564-6900

Project Name
 Inver Grove Broderick Blvd WT

Project Number

Date

Project Address

Sheet Title
 Vertical Cabling Pipe Detail

Sheet Number
 A10

EXHIBIT C

Rent Calculations

| <u>Calendar Year</u> | <u>Annual Rent</u> | <u>Quarterly Rent</u> |
|----------------------|--------------------|-----------------------|
| 2011 | \$ 1,000.00 | \$ 250.00 |
| 2012 | \$ 1,000.00 | \$ 250.00 |
| 2013 | \$ 1,050.00 | \$ 262.50 |
| 2014 | \$ 1,102.50 | \$ 289.41 |
| 2015 | \$ 1,215.51 | \$ 303.88 |
| 2016 | | |
| <u>If renewed:</u> | | |
| 2017 | \$ 1,276.28 | \$ 319.07 |
| 2018 | \$ 1,340.10 | \$ 335.02 |
| 2019 | \$ 1,407.10 | \$ 351.78 |
| 2020 | \$ 1,477.46 | \$ 369.36 |
| 2021 | \$ 1,551.33 | \$ 387.83 |
| <u>If renewed:</u> | | |
| 2022 | \$ 1,628.89 | \$ 407.22 |
| 2023 | \$ 1,710.34 | \$ 427.58 |
| 2024 | \$ 1,795.86 | \$ 448.96 |
| 2025 | \$ 1,885.65 | \$ 471.41 |
| 2026 | \$ 1,979.93 | \$ 494.98 |
| <u>If renewed:</u> | | |
| 2027 | \$ 2,078.93 | \$ 519.73 |
| 2028 | \$ 2,182.87 | \$ 545.72 |
| 2029 | \$ 2,292.02 | \$ 573.00 |
| 2030 | \$ 2,406.62 | \$ 601.65 |
| 2031 | \$ 2,526.95 | \$ 631.74 |

The rent increase shall occur automatically without notice.

EXHIBIT D

Internet Services

Pursuant to Section 3 of this Lease, Nexterra is to provide the described services and equipment to the following locations located in the City of Inver Grove Heights, Minnesota:

- | | |
|---|-------------------------------|
| 1. City Hall, 8150 Barbara Avenue East | 15 Mbps transport or internet |
| 2. Water Plant, 2015 75 th Street East | 15 Mbps transport |
| 3. Golf Maintenance Building, 8055 Barbara Avenue | 3 Mbps internet |
| 4. Inver Wood Golf Course 1850 70 th Street | 3 Mbps transport or internet |
| 5. Veteran's Memorial Community Center 8055 Barbara Avenue | 3 Mbps transport or internet |
| 6. Street Maintenance 8168 Barbara Avenue | 3 Mbps transport |

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

ATTORNEYS AT LAW

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

MEMO

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

TO: Inver Grove Heights City Council
FROM: Timothy J. Kuntz, City Attorney
DATE: August 8, 2011
RE: Driving Diversion Program Services Agreement

Section 1. Background.

Since 2009, along with four other cities (St. Paul, South St. Paul, West St. Paul, and Duluth) the City has been participating in a driver's license reinstatement diversion program, referred to as the Driving Diversion Program (the "DDP"), which was authorized by the Minnesota Legislature as a two year pilot program. As authorized by the 2009 legislation, the City contracted with Financial Crime Services, LLC ("FCS"), a third party administrator which developed and administers the DDP, with input from the participating cities.

The DDP permits an individual who has a suspended or revoked driver's license to obtain a valid driver's license while contemporaneously paying off outstanding fines and fees affecting the individual's driver license status, as well as attending an educational class regarding such topics as financial responsibility and planning, and state vehicle insurance and driver's license rules and regulations.

During the 2011 Legislative Session, the Legislature extended the pilot program for an additional two years. With the expiration of the initial two-year driving diversion pilot program and our existing agreement, attached please find the proposed 2011 Driving Diversion Program Services Agreement between the city of Inver Grove Heights and Diversion Solutions, LLC (formerly FCS) for the new two-year extended period. The 2011 Agreement contains minor changes to the prior agreement, such as providing a new expiration date, adding a copy of the new legislation as an exhibit and the addition of a provision regarding class rescheduling fees (See Section 7C).

Section 2. Requested Action. The Council is requested to authorize approval of the Agreement

DRIVING DIVERSION PROGRAM
SERVICES AGREEMENT
FOR THE
CITY OF INVER GROVE HEIGHTS

1. **Contractual Agreement** - This Agreement is made and entered into this 1st day of July, 2011, by and between the City of Inver Grove Heights, State of Minnesota, by and through its City Attorney's Office, ("City") and Diversion Solutions, LLC, of 406 Main Street Suite 200, Red Wing, Minnesota 55066-2398.
2. **Purpose** – The purpose of this Agreement shall be to implement a Driving Diversion Pilot Program for the City as described on Exhibit A attached hereto (the "Program").
3. **Contract Terms** - This Agreement shall be in force until June 30, 2013. Termination provisions of this Agreement are provided in Section 10.
4. **Definitions:**
 - A. ***Participant*** – the individual who has enrolled in the Driving Diversion Program voluntarily as part of Cities diversion program or has otherwise been ordered by the Court to complete the program.
 - B. ***Restitution Recovery*** – Fines, reinstatement fees, and diversion fees payable by a Participant.
 - C. ***Education Class Fees*** – The fee associated solely with the training classes the Participant attends as part of their diversion agreement.
5. **City Duties** – The following is needed for the implementation of the Program:
 - A. Designated staff from the City Attorney's Office and Police Department (hereinafter collectively referred to as "Designees") will assist Diversion Solutions in organizing and implementing the restitution program with court and law enforcement personnel. Designees will also provide guidance in publicizing the program to the community.
 - B. Designees will conduct, as needed, meetings with key Diversion Solutions staff to offer procedural guidance, evaluate program performance, and provide support and direction.
 - C. The City Attorney's Office and the Police Department shall implement departmental policies that are consistent with the fulfillment of the terms of this Agreement.
6. **Diversion Solutions Duties** - Diversion Solutions will provide the following services to the City in a timely and efficient manner:
 - A. Operation and management of a driver's license diversion program for Participants who would otherwise be involved in the City legal system.
 - B. Provide reports to the City including participation rates, revenues and other reports as requested by the City.
 - C. Perform daily operations and management of all clerical and accounting functions related to individual Participant files.

- D. Manage the collection and disbursement of Restitution Recovery Fees, Diversion Solutions Education Class Fees, and other fees as appropriate.
- E. Provide necessary responses, correspondence, and follow-up of telephone inquiries to address issues or questions of Participants.
- F. Properly maintain all physical files, financial records, documentation, reports, computer files, etc. as required by law or 6 years, whichever period is larger.
- G. Conduct classes designed to teach and provide meaningful information and lessons to Participants on licensure, criminal consequences, and other appropriate topics.
- H. Schedule and conduct all classes necessary for the program, which shall include but not be limited to development of curriculum, provision of appropriate materials, and provision of appropriate space/locations for the classes.
- I. Maintain and provide records to the City of eligible Participants, including payment of fees, records of attendance and successful completion or failure to attend the training session.

7. **Program Operational Fees/Revenue:**

Participant Fees

- A. The fee for participation in the program will be payment of the Education Class Fee of \$300.00, which is directly payable to Diversion Solutions by the Participant.
- B. Fee Division: For each Participant enrolled in the program, \$125.00 of the Education Class Fee will be paid to City and \$175.00 will be retained by Diversion Solutions.
- C. An additional fee of \$20.00 will be assessed to a Participant who fails to appear at a designated education class and has to re-schedule. This fee will be assessed each time the Participant has to re-schedule. Rescheduling may occur up to three (3) times before referring the Participant to the City Attorney as failing to appear. All rescheduling fees shall be maintained by Diversion Solutions in full.

8. **Non-Compete** – During the term of this agreement, the City shall not establish a competing program or any other similar program that addresses driver’s license diversions.

9. **City has no Financial Liability** - It is understood and agreed by and between the parties that Diversion Solutions will bear all financial liability for all aspects of its operations under this Agreement.

10. **Termination of this Agreement:**

- A. This Agreement may be terminated at any time, without cause, by either party upon 30 days written notice to the authorized agent of the City or Diversion Solutions.
- B. This Agreement may be immediately terminated by the City at any time if the City determines that Diversion Solutions is acting, or has acted at any time during the term of this Agreement, in violation of state or federal law.

11. **Amendments or Material Modifications** - All amendments or modifications to this Agreement must be in writing and approved by both parties.

12. **No City Obligation** - Diversion Solutions and Participants who participate in this program fully understand that the Program is a public service, and the City is held harmless and has no liability to make recovery or obligation to take criminal action against Participant(s).

13. **Criminal Action** – The City Attorney’s Office for the City of Inver Grove Heights may choose to prosecute Participant(s) at its sole discretion in any event where the Participant fails to enroll in, participate in, or complete the Program.
14. **Hold Harmless and Indemnification:**
 - A. Diversion Solutions shall save and protect, hold harmless, indemnify and defend the City, its officers and employees against any and all claims, causes of action, suits, liabilities, losses, charges, damages or costs and expenses arising from, or allegedly arising from, or resulting directly or indirectly from any professional errors and omissions and/or negligent or willful acts or omissions of Diversion Solutions and its employees and agents, in the performance of this Agreement.
15. **Independent Contractor:**
 - A. Nothing contained in this Agreement is intended to or shall be construed in any manner as creating or establishing the relationship of employer/employee between the parties. Diversion Solutions shall at all times remain an independent contractor with respect to the services to be provided under this agreement.
 - B. The City shall be exempt from payment of all unemployment insurance, FICA, retirement, life and medical insurance, and workers' compensation insurance for any and all of Diversion Solutions employees and agents. Payment of insurance premiums, tax withholding, and all other benefits are strictly Diversion Solutions’ responsibility.
16. **Subcontractor** - Diversion Solutions shall not subcontract any portion of the work to be performed under this Agreement without prior written approval of City. Diversion Solutions reserves the right to assign this agreement with written City approval.
17. **Data Practice** - Diversion Solutions agrees to comply with the Minnesota Government Data Practices Act and all other applicable state and federal laws relating to data privacy or confidentially. Diversion Solutions will immediately report to the department head signing this agreement any request from a third party for information relating to this agreement. The City agrees to promptly respond to inquiries from Diversion Solutions concerning data request. Diversion Solutions agrees to hold the City, its officers and employees harmless from any claims resulting from the Contractor’s unlawful disclosure or use of data protected under state and federal laws.
18. **Compliance with the Law** - Diversion Solutions agrees to abide by the requirements and regulations of The Americans with Disabilities Act of 1990 (ADA), the Minnesota Human Rights Act (Minn. Stat. C.363), the City Civil Rights Ordinance (Ch. 139), and Title VII of the Civil Rights Act of 1964. These laws deal with discrimination based on race, gender, disabilities, religion, and with sexual harassment. The City agrees to promptly supply all necessary clarifications. Violation of any of the above can lead to the termination of this Agreement.
19. **Entire Agreement** - This entire Agreement supersedes any and all other Agreements, either oral or written, between the parties hereto with respect to the subject matter hereof, and contains all of the Agreements between the parties with respect to said matter. Each party to this Agreement acknowledges that no representations, inducements, promises, or Agreements, oral or otherwise, have been made by either party which are not embodied herein, and that no other Agreements, statements, or promises not contained within this Agreement shall be valid or binding. All provisions contained within this Agreement shall be valid or binding. The laws of Minnesota and the United States of America shall govern all provisions within this Agreement.
20. **Audits and Inspections** - The City Attorney’s office or designated representative or other governmental agency exercising regulatory function over the City’s business activities, while exercising reasonable, non-disruptive procedures, may inspect Diversion Solutions records at any time.

21. **Notice** – Any notice to be given hereafter by either party to the other, shall be in writing and may be affected by personal delivery, or by registered mail, return receipt requested, addressed to the proper party, at the following addresses:

LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, MN 55075

Diversion Solutions, LLC
415 Main Street
Red Wing, MN 55066
Attn: Scott Adkisson

Attn: City Attorney

22. **Insurance** - Diversion Solutions and or its subcontractors agree to provide and maintain, at its own cost and at all times during its performance under this contract until completion of the work, such liability insurance coverage as is set forth below, and to otherwise comply with the provisions that follow:

- A. **Workers' Compensation:** Workers' Compensation insurance in compliance with all applicable statutes.
- B. **Auto Insurance** – Owned and unowned.
- C. **General Liability**

“Commercial General Liability Insurance” (Insurance Service Office policy form title), or equivalent policy form, providing coverage on an “occurrence,” rather than on a claims made basis, the policy for which shall include, but not limited to, coverage for bodily injury, property damage, personal injury, contractual liability (applying to this contract), Independent Contractors, and Products-Completed Operations Liability. Coverage for explosions, collapse and underground hazards shall **not** be included.

Such a policy shall name the City as an additional insured thereunder, and shall apply on a primary basis with respect to any similar insurance maintained by the City, which other insurance of the City, if any, shall apply in excess of Diversion Solutions insurance and not contributed therewith. Diversion Solutions agrees to maintain Products-Complete Operations coverage on a continuing basis for a period of at least two years after date of completion

Such Commercial General Liability insurance policy shall provide a combined single limit in the amount of at least \$2,000,000 (two million) Each Occurrence, applying to liability for bodily injury and property damage, and a combined single limit of at least the same amount applying to liability for Personal Injury and Advertising Injury. Such minimum limits may be satisfied by the limit afforded under Firm's Commercial General Liability Insurance Policy, or by such Policy in combination with limits afforded by an Umbrella or Excess Liability Policy (or policies), provided that the coverage afforded under any such Umbrella or Excess Policy is at least in all material respects as broad as that afforded by the underlying Commercial Liability Policy, and further that the City is included as an additional insured thereunder.

Such Commercial General Liability Policy and Umbrella or Excess Liability Policy (or policies) may provide aggregate limits for some or all of the coverage afforded thereunder, so long as such aggregated limits are not at any time during which such coverage is required to be maintained hereunder reduced to less than the required Each Occurrence limit stated above, and further, that the Umbrella or Excess Liability provides from the point that such aggregate limits in the underlying Commercial General Liability Policy become reduced or exhausted. An Umbrella or Excess Liability Policy which “drops down” to respond immediately over reduced underlying limits, or in place of exhausted underlying limits, but subject to a deductible or “retention” amount, shall be acceptable in this regard so long as such deductible or retention amount does not cause the firm total deductibles or retention for Each Occurrence to exceed \$10,000.

D. **Professional Liability:** Professional or “Error & Omissions”

Liability Insurance in the amount of at least \$1,000,000 Each Occurrence (or “Wrongful Act” or equivalent) and if applicable, Aggregate, covering Diversion Solutions Liability for negligent acts, errors, or omissions in the performance of professional services in connection with this Agreement. Diversion Solutions Professional Liability Insurance may afford coverage on an occurrence basis or on a claims basis. It is, however, acknowledged and agreed by Diversion Solutions, that under claims-made coverage, changes in insurers or in insurance policy forms could result in the impairment of the liability insurance protection intended for the City hereunder. Diversion Solutions therefore agrees that it will not seek or voluntarily accept any such change in its Professional Liability Insurance coverage if such impairment of the protection for the City could result; and further, that it will exercise its right under any Extended Reporting Period (“tail coverage”) or similar claims-made policy option if necessary or appropriate to avoiding impairment of such protection.

Diversion Solutions further agrees that it will, throughout the entire period of 2 years, keep required coverage and for an additional period of two (2) years following completion of this agreement, immediately:

(a) advise the City of any intended or pending change in Professional Liability insurance or in policy forms, and provide the City with all pertinent information that the City may reasonably request to determine compliance with this paragraph; and

(b) advise the City of any claims or threat of claims that might reasonably be expected to reduce the amount of such insurance remaining available for the protection of the City.

IN WITNESS WHEREOF, the parties have executed the Agreement as of the date first written above

Diversion Solutions, LLC

City of Inver Grove Heights

By _____
(Scott Adkisson – President)

By _____
(George Tourville - Mayor)

By _____
(Melissa Rheaume - Deputy City Clerk)

CHAPTER 87—H.F.No. 387

An act relating to drivers' licenses; allowing counties to participate in driver's license reinstatement diversion pilot program; extending diversion pilot program; amending Laws 2009, chapter 59, article 3, section 4, as amended.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MINNESOTA:

Section 1. Laws 2009, chapter 59, article 3, section 4, as amended by Laws 2010, chapter 197, section 1, is amended to read:

Sec. 4. LICENSE REINSTATEMENT DIVERSION PILOT PROGRAM.

Subdivision 1. **Establishment.** An eligible city or county may establish a license reinstatement diversion pilot program for holders of class D drivers' licenses who have been charged with violating Minnesota Statutes, section 171.24, subdivision 1 or 2, but have not yet entered a plea in the proceedings. An individual charged with driving after revocation under Minnesota Statutes, section 171.24, subdivision 2, is eligible for diversion only if the revocation was due to a violation of Minnesota Statutes, section 169.791; 169.797; 169A.52; 169A.54; or 171.17, subdivision 1, paragraph (a), clause (6). An individual who is a holder of a commercial driver's license or who has committed an offense in a commercial motor vehicle is ineligible for participation in the diversion pilot program.

Subd. 2. **Eligible cities and counties.** Each of the cities of Duluth, St. Paul, South St. Paul, West St. Paul, and Inver Grove Heights is eligible to establish the license reinstatement diversion pilot program within its city. The commissioner of public safety may permit other cities and counties to establish license reinstatement diversion pilot programs within their cities respective jurisdictions.

Subd. 3. **Contract.** Notwithstanding any law or ordinance to the contrary, an eligible city or county may contract with a third party to create and administer the diversion program.

Subd. 4. **Diversion of individual.** A prosecutor for a participating city or county may determine whether to accept an individual for diversion, and in doing so shall consider:

(1) whether the individual has a record of driving without a valid license or other criminal record, or has previously participated in a diversion program;

(2) the strength of the evidence against the individual, along with any mitigating factors; and

(3) the apparent ability and willingness of the individual to participate in the diversion program and comply with its requirements.

Subd. 5. **Diversion driver's license.** (a) Notwithstanding any law to the contrary, the commissioner of public safety may issue a diversion driver's license to a person who is a participant in a pilot program for diversion, following receipt of an application and payment of:

(1) the reinstatement fee under Minnesota Statutes, section 171.20, subdivision 4, by a participant whose driver's license has been suspended;

(2) the reinstatement fee under Minnesota Statutes, section 171.29, subdivision 2, paragraph (a), by a participant whose driver's license has been revoked under Minnesota Statutes, section 169.791; 169.797; or 171.17, subdivision 1, paragraph (a), clause (6); or

(3) the reinstatement fee under Minnesota Statutes, section 171.29, subdivision 2, paragraph (a), by a participant whose driver's license has been revoked under Minnesota Statutes, section 169A.52 or 169A.54. The reinstatement fee and surcharge, both of which are provided under Minnesota Statutes, section 171.29, subdivision 2, paragraph (b), also must be paid during the course of, and as a condition of, the diversion program.

The diversion driver's license may bear restrictions imposed by the commissioner suitable to the licensee's driving ability or other restrictions applicable to the licensee as the commissioner may determine to be appropriate to assure the safe operation of a motor vehicle by the licensee.

(b) Payments by participants in the diversion program of the reinstatement fee and surcharge under Minnesota Statutes, section 171.29, subdivision 2, paragraph (b), must be applied first toward payment of the reinstatement fee, and after the reinstatement fee has been fully paid, toward payment of the surcharge. Each payment that is applied toward the reinstatement fee must be credited as provided in Minnesota Statutes, section 171.29, subdivision 2, paragraph (b), and each payment that is applied toward the surcharge must be credited as provided in Minnesota Statutes, section 171.29, subdivision 2, paragraphs (c) and (d). After the reinstatement fee and surcharge are satisfied, the participant must pay the program participation fee.

Subd. 6. **Components of program.** (a) At a minimum, the diversion program must require individuals to:

(1) successfully attend and complete, at the individual's expense, educational classes that provide, among other things, information on drivers' licensure;

(2) pay, according to a schedule approved by the prosecutor, all those required fees, fines, and charges that affect the individual's driver's license status, including applicable statutory license reinstatement fees and costs of participation in the program;

(3) comply with all traffic laws; and

(4) demonstrate compliance with vehicle insurance requirements.

(b) An individual who is accepted into the pilot program is eligible to apply for a diversion driver's license.

Subd. 7. **Termination of participation in diversion program.** (a) An individual's participation in the diversion program may terminate when:

(1) during participation in the program, the individual is guilty of a moving traffic violation or failure to provide vehicle insurance;

(2) the third-party administrator of the diversion program informs the court and the commissioner of public safety that the individual is no longer satisfying the conditions of the diversion; or

(3) the third-party administrator informs the court, the prosecutor, and the commissioner of public safety that the individual has met all conditions of the diversion program, including, at a minimum, satisfactory fulfillment of the components in

subdivision 6, whereupon the court shall dismiss the charge or the prosecutor shall decline to prosecute.

(b) Upon termination of an individual's participation in the diversion program, the commissioner shall cancel the individual's diversion driver's license.

(c) The original charge against the individual of violation of Minnesota Statutes, section 171.24, may be reinstated against an individual whose participation in the diversion program terminates under paragraph (a), clause (1) or (2).

(d) The commissioner shall reinstate the driver's license of an individual whose participation in the diversion program terminates under paragraph (a), clause (3).

Subd. 8. **Report.** (a) By February 1, ~~2011~~ 2013, the commissioner of public safety and each eligible city and county that participates in the diversion program shall report to the legislative committees with jurisdiction over transportation and the judiciary concerning the results of the program. The report must be made electronically and available in print only upon request. The report must include, without limitation, the effect of the program on:

(1) recidivism rates for participants in the diversion pilot program;

~~(2) the number of unlicensed drivers who continue to drive in violation of Minnesota Statutes, section 171.24;~~

~~(3)~~ (2) payment of the fees and fines collected in the diversion pilot program to cities, counties, and the state;

~~(4)~~ (3) educational support provided to participants in the diversion pilot program; and

~~(5)~~ (4) the total number of participants in the diversion pilot program and the number of participants who have terminated from the pilot program under subdivision 7, paragraph (a), clauses (1) to (3).

(b) The report must include recommendations regarding the future of the program and any necessary legislative changes.

Subd. 9. **Sunset.** A city or county participating in this pilot program may accept an individual for diversion into the pilot program until June 30, ~~2011~~ 2013. The third party administering the diversion program may collect and disburse fees collected pursuant to subdivision 6, paragraph (a), clause (2), through December 31, ~~2012~~ 2014, at which time the pilot program under this section expires.

EFFECTIVE DATE. This section is effective the day following final enactment.

Presented to the governor May 24, 2011

Signed by the governor May 27, 2011, 10:28 a.m.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

PERSONNEL ACTIONS

Meeting Date: August 8, 2011
Item Type: Consent
Contact: Jenelle Teppen, Asst. City Admin
Prepared by: Amy Brinkman, H.R. Coordinator
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 Staff requests that the Council approve the personnel actions listed below:

Please confirm the separation of employment of: Evelyn Duchene, Police Officer

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

BM REAL ESTATE HOLDINGS, LLC (Mauer Chevrolet) - Case No. 11-19CA

Meeting Date: August 8, 2011

Item Type: Regular

Contact: Heather Botten 651.450.2569

Prepared by: Heather Botten, Associate Planner

Reviewed by: Planning
Engineering

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 a resolution and related improvement documents relating to **Conditional Use Permit Amendment** to add an addition to the existing building along with stormwater improvements for the property located at 1055 Highway 110.

- Requires a 4/5ths vote.
- 60-day deadline: August 16, 2011 (first 60-days)

SUMMARY

The applicant is requesting a conditional use permit amendment to construct a 26,000 square foot addition and remove a portion of the existing building, for a net increase of approximately 5,000 square feet. The applicant is also re-grading a portion of the parking area and installing various stormwater improvements, decreasing the amount of runoff on the site.

The proposed request meets the Conditional Use Permit criteria relating to the Comprehensive Plan, zoning consistency, land use impacts such as setbacks and aesthetics, environmental impacts, and public health and safety impacts. Access to the site is not changing. The landscaping requirements have not been met; a revised landscaping plan shall be submitted prior to the issuance of a building permit. The applicant has been working with the Engineering Department to finalize stormwater and grading plans.

Planning Staff: Based on the information provided staff recommends approval of the conditional use permit amendment to add an addition to the existing building along with other property improvements with the conditions listed in the attached resolution.

Planning Commission: At the July 19, 2011 public hearing, the Planning Commission recommended approval of the request with the conditions listed in the attached resolution (5-0).

Attachments: CUP Resolution
Improvement agreement and related agreements (4 total)
Planning Commission Recommendation
Planning Staff Report

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

RESOLUTION NO. _____

**RESOLUTION APPROVING A CONDITIONAL USE PERMIT AMENDMENT TO ADD AN
ADDITION TO THE EXISTING AUTO SALES BUILDING ALONG WITH OTHER
PROPERTY IMPROVMENTS**

**BM Real Estate Holdings LLC
Case No. 11-19CA**

WHEREAS, an application for a Conditional Use Permit Amendment has been submitted for the property located at 1055 Highway 110 and legally described as:

See Attached

WHEREAS, an application for a conditional use permit amendment has been submitted in order to allow for a building expansion along with stormwater and site improvements;

WHEREAS, the aforescribed property is zoned B-3, General Business;

WHEREAS, the request has been reviewed against Title 10, Chapter 3, Article A, Section 10-3A-5 regarding the criterion for a Conditional Use Permit and meets the minimum standards; the request is consistent with the Comprehensive Plan and it does not have a negative impact on public health, safety or welfare;

WHEREAS, a public hearing concerning the conditional use permit amendment was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statute, Section 462.357, Subdivision 3 on July 19, 2011;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that a Conditional Use Permit Amendment to allow for an expansion of the existing building is hereby approved with the following conditions:

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

| | |
|---------------------|----------------|
| Site Plan | dated 06/20/11 |
| Building Elevations | dated 06/20/11 |
| Lighting Plan | dated 06/16/11 |
| Civil Plan Set | dated 06/20/11 |
2. All parking lot lighting on site shall be a down cast “shoe-box” style and the bulb shall not be visible from property lines.
3. The City Code Enforcement Officer, or other designee, shall be granted right of access to the property at all reasonable times to ensure compliance with the conditions of this permit.
4. Any expansion of the use as shown on the site plan requires additional city approvals and is not part of this conditional use permit.
5. A storm water facility maintenance agreement shall be prepared by the City Attorney and executed by both the City and the property owner to ensure long term maintenance of the facilities. An operation and maintenance plan shall be prepared annually and sent to the City.
6. An improvement agreement shall be prepared by the City Attorney and executed by both the City and the property owner prior to the issuance of a building permit.
7. Prior to the issuance of a building permit, an Engineering cash escrow and letter of credit shall be submitted to the City to ensure the proper construction of the improvements and to review the drainage modeling.
8. The developer shall meet all the conditions outlined in the City Engineers review letters and subsequent correspondence. Prior to commencement of any grading, the final grading, drainage and erosion control, and utility plans shall be approved by the City Engineer.
9. All final development plans shall be subject to the review and approval of the City Fire Marshal.
10. No car display or employee parking shall be allowed on public streets, street boulevards, or landscaped areas on the dealership property.
11. No outside paging system shall be utilized.

12. All display pennants, flags, searchlights, balloons and other similar devices shall be limited to no more than 10-days per calendar year. Use of such devices require a sign permit.
13. All signage shall be in conformance with the sign regulations of the City.
14. Any new rooftop equipment shall be substantially screened from view as seen from a reasonable viewing perspective.
15. Prior to commencing construction, the applicant shall obtain all necessary state, and local permits including, but not limited to a MnDot drainage permit.
16. Customer and employee parking shall be clearly signed and no display vehicles shall be allowed in this area.
17. Landscaping shall meet the requirements of Section 10-15-11 of the City Code. A revised landscaping plan shall be submitted prior to issuance of a building permit.
18. Resolution No. 6653 shall become null and void and shall be replaced by the terms of this conditional use permit.

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 _____ day of _____, 2011.

AYES:
NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheame, Deputy Clerk

MAUER CHEVEROLET

1055 HIGHWAY 110

INVER GROVE HEIGHTS, MN 55077

651.445.6283

LEGAL DESCRIPTION:

That part of the East 769.20 feet of the Northeast Quarter of the Southeast Quarter of Section 30, Township 28 North, Range 22 West, Dakota County, Minnesota, lying Northeasterly of the Northeast right-of way line of the State Trunk Highway No. 110, and lying Southeasterly of the following described line:

Commencing at the Northeast corner of said Northeast Quarter of the Southeast Quarter; thence South 89 degrees 48 minutes 35 seconds West (assumed bearing) along the North line of said Northeast Quarter of the Southeast Quarter a distance of 257.60 feet to the point of beginning of the line to be described; thence South 18 degrees 23 minutes 15 seconds West, 398.35 feet; thence South 29 degrees 18 minutes 06 seconds West, 379.10 feet, more or less to the Northeasterly right-of-way line of state Trunk Highway No. 110 and there terminating, except the East 30 feet thereof.

**IMPROVEMENT AGREEMENT
FOR PROPERTY LOCATED AT
1055 – HIGHWAY 110
INVER GROVE HEIGHTS, MN**

**CITY OF INVER GROVE HEIGHTS
IMPROVEMENT AGREEMENT FOR PROPERTY LOCATED
AT 1055 – HIGHWAY 110, INVER GROVE HEIGHTS, MN**

THIS AGREEMENT, made and entered into on the 8th day of August, 2011, 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, in conjunction with the granting of these approvals, the City requires the installation of storm water facilities and landscaping.

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 enters into this Improvement Agreement, which contract defines the work which the Developer undertakes to complete; and
2. The Developer shall provide an irrevocable letter of credit, or cash deposit, in the amount and with conditions satisfactory to the City, providing for the actual construction and installation of such improvements within the period specified by the City.

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

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

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 **Developer.** "Developer" means BM Real Estate Holdings, LLC, a Minnesota limited liability company, and its successors and assigns.

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

1.5 **Development Plans.** "Development Plans" means all the plans, drawings, specifications and surveys identified on the attached **Exhibit B**, and hereby incorporated by reference and made a part of this Improvement Agreement.

1.6 **Improvement Agreement.** "Improvement Agreement" means this instant contract by and between the City and Developer.

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

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

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

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

1.11 **Other Regulatory Agencies.** "Other Regulatory Agencies" means and includes, individually and collectively, the following:

- a.) Minnesota Department of Transportation
- b.) Dakota County
- c.) Dakota County Highway Department
- d.) 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.

1.12 Utility Companies. "Utility Companies" means and includes, jointly and severally, the following:

- a.) utility companies, including electric, gas and cable;
- b.) pipeline companies.

1.13 Prior Easement Holders. "Prior Easement Holders" means and includes, jointly and severally, all holders of any easements or other property interests in the Subject Property.

1.14 Developer Improvements. "Developer Improvements" means and includes, individually and collectively, all the improvements identified in Article 3 and on the attached **Exhibit C**.

1.15 Developer Public Improvements. "Developer Public Improvements" means and includes, individually and collectively, all the improvements identified and checked on the attached **Exhibit C** that are further labeled "public". Developer Public Improvements are improvements to be constructed by the Developer within public right-of-way or public easements and which are to be approved and later accepted by the City. Developer Public Improvements are part of Developer Improvements.

1.16 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.

1.17 **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.

1.18 **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. All trees, grass, and sod shall be warranted to be alive, of good quality, and disease free for one (1) year after planting. Any replacements shall be similarly warranted for one (1) year from the time of planting.

The warranty period for drainage and erosion control improvements made by Developer shall be for two (2) years after completion and acceptance by the City; the warranty for the drainage and erosion control improvements shall also include the obligation of the Developer to repair and correct any damage to or deficiency with respect to such improvements.

- 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.** BM Real Estate Holdings, LLC, a Minnesota limited liability company, owns fee title to the Subject Property.

1.19 **City Warranties.** “City Warranties” means that the City hereby warrants and represents as follows:

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

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

1.20 **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: BM Real Estate Holdings, LLC
Attn: William Mauer
1055 Highway 110
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.

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 C**, except as completion dates are extended by subsequent written action of the Director of PWD. Failure of the City to promptly take action to enforce this 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 public 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 **Grading/Drainage Plan.** The Developer shall construct drainage facilities adequate to serve the Subject Property in accordance with the Development Plans. The grading and drainage plan shall include drainage swales to be sodded, storm sewer, catch basins, erosion control structures and ponding areas necessary to conform with the overall City storm sewer plan. The grading of the site shall be completed in conformance with the Development Plans. In the event that the Developer fails to complete the grading of the site in conformance with the Development Plans by the stipulated date, the City may declare the Developer in default pursuant to Article 11.

3.4 **Area Restoration.** The Developer shall restore all areas disturbed by the development grading operation in accordance with the approved erosion control plan. Upon request of the PWD, the Developer shall remove the silt fences after grading and construction have occurred.

3.5 **Erosion Control.** The Developer shall provide and follow a plan for erosion control and pond maintenance in accord with the Best Management Practices (BMP) as delineated in the Minnesota Pollution Control Agency handbook titled Water Quality in Urban Areas. Such plan shall be detailed on the Development Plans and shall be subject to approval of the Director of PWD. The Developer shall install and maintain such erosion control structures as appear necessary under the Development Plans or become necessary subsequent thereto. The Developer shall be responsible for all damage caused as the result of grading and excavation within the Subject Property including, but not limited to, restoration of existing control structures and clean-up of public right-of-way, until all improvements are completed. As a portion of the erosion control plan, the Developer shall re-seed or sod any disturbed areas in accordance with the Development Plans. The City reserves the right to perform any necessary erosion control or restoration as required, if these requirements are not complied with after Formal Notice by the City as stated in Article 11. 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 D**.

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 11 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 1.18(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 1.18(G) and except as provided in the Storm Water Facilities Maintenance Agreement between the City and Developer and except as provided in the Agreement Relating to Landowner Improvements Within City Easement between the Developer and City. 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 11.

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 grading plan containing spot elevations prepared and signed by a registered engineer or registered land surveyor, in an electronic format.
2. As built storm water facilities, including any underground facilities.
3. 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.) failure to obtain the necessary permits and authorizations to construct the Developer Improvements;
- g.) construction of the Developer Improvements;
- h.) delays in construction of the Developer Improvements;
- i.) all costs and liabilities arising because building permits or Certificates of Occupancy were issued prior to the completion and acceptance of the Developer Improvements.
- j.) all costs and liabilities arising because building permits were issued prior to the Developer obtaining the necessary permits and approval from the Minnesota Department of Transportation relating to grading, drainage and stormwater facilities.

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 irrevocable letter of credit or cash deposit pursuant to Article 12 hereof;
- d.) the City may suspend or deny building permits for buildings within the Subject Property;
- e.) the City may, at its sole option, perform the work or improvements to be performed by the Developer, in which case the Developer shall within thirty (30) days after written billing by the City reimburse the City for any 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 and prior to obtaining any building permits, the Developer shall deposit with the City an irrevocable letter of credit, cash deposit or other security acceptable to the City for the amount stated in **Exhibit E**.

All cost estimates shall be acceptable to the Director of PWD. The total escrow amount was calculated as shown on the attached **Exhibit E**. 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, 2014. 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, 2014, 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, 2014.

The City shall use the letter of credit proceeds or cash deposit proceeds to reimburse the City for its costs and to cause the Developer Improvements listed on Exhibit D to be constructed

to the extent practicable; if the Director of PWD determines that such Developer Improvements listed on **Exhibit E** 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 irrevocable letter of credit or cash deposit 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 irrevocable letter of credit, or cash deposit covering those specific completed improvements only shall be released. The final ten percent (10%) of that portion of the irrevocable letter of credit, or cash deposit, for those specific completed improvements shall be held until acceptance by the City and expiration of the warranty period under Section 1.18(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. This Improvement Agreement shall also run with and be binding upon any after acquired interest of the Developer 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.

[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)
)
COUNTY OF DAKOTA) ss.

On this 8th day of August, 2011, 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

**DEVELOPER
BM REAL ESTATE HOLDINGS, LLC**

By: _____
William Mauer
Its: Chief Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this _____ day of August, 2011, before me a Notary Public within and for said County, personally appeared William Mauer, to me personally known, who being by me duly sworn, did say that he is the Chief Manager of BM Real Estate Holdings, LLC, a Minnesota limited liability company, and that said instrument was signed on behalf of BM Real Estate Holdings, LLC by William Mauer and William Mauer acknowledged said instrument to be the free act and deed of the limited liability company.

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 SUBJECT PROPERTY

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

That part of the East 769.20 feet of the Northeast Quarter of the Southeast Quarter (NE¼ SE¼) of Section Thirty (30), Township Twenty-eight (28) North, Range Twenty-two (22) West, Dakota County, Minnesota, lying Northeasterly of the Northeast right-of-way line of the State Trunk Highway No. 110, and lying Southeasterly of the following described line:

Commencing at the Northeast corner of said Northeast Quarter of the Southeast Quarter; thence South 89 degrees 48 minutes 35 seconds West (assumed bearing) along the North line of said Northeast Quarter of the Southeast Quarter a distance of 257.60 feet to the point of beginning of the line to be described; thence South 18 degrees 23 minutes 15 seconds West, 398.35 feet; thence South 29 degrees 19 minutes 06 seconds West 379.10 feet, more or less to the Northeasterly right-of-way line of State Trunk Highway No. 110 and there terminating;

Except the East 30 feet thereof.

Dakota County, Minnesota

EXHIBIT B

LIST OF DEVELOPMENT PLANS

| <u>PLAN</u> | <u>DATE OF PLAN PREPARATION</u> | <u>PREPARED BY</u> |
|--|--|-------------------------------|
| 1.) Site Plan | | Clark Engineering Corporation |
| 2.) Grading, Drainage and Erosion Control | | Clark Engineering Corporation |
| 3.) Landscape Plan | | Clark Engineering Corporation |
| 4.) Stormwater Facilities Plan | | Clark Engineering Corporation |
| 5.) Underground Storm Water Storage System Plan | | Clark Engineering Corporation |

The Development Plans also include compliance by the Developer with the following engineering requirements:

- a.
- b.
- c.
- d.
- e.

EXHIBIT C

DEVELOPER IMPROVEMENTS

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

The items checked with "Public" below are those Developer Improvements that are Developer-Public Improvements.

| <u>CHECKED</u> | <u>COMPLETION DATE</u> | <u>IMPROVEMENT</u> |
|-----------------------|---|--|
| X | 6-1-12, or prior to issuance of certificate of occupancy for Phase I Improvements or prior to beginning Phase II Improvements, whichever occurs first * | general site grading, drainage and erosion control for Phase I Improvements |
| X | 6-1-12, or prior to issuance of certificate of occupancy for Phase I Improvements or prior to beginning Phase II Improvements, whichever occurs first | stormwater facilities for Phase I Improvements |
| X | 6-1-12, or prior to issuance of certificate of occupancy for Phase I Improvements or prior to beginning Phase II Improvements, whichever occurs first | site landscaping for Phase I Improvements |
| X | 8-1-12, or prior to issuance of certificate of occupancy for Phase II Improvements, whichever occurs first* | general site grading, drainage and erosion control for Phase II Improvements |
| X | 8-1-12, or prior to issuance of certificate of occupancy for Phase II Improvements, whichever occurs first | stormwater facilities for Phase II Improvements |

| | | |
|---|--|--|
| X | 8-1-12, or prior to issuance of certificate of occupancy for Phase II Improvements, whichever occurs first | site landscaping for Phase II Improvements |
| X | 8-1-12 prior to issuance of certificate of occupancy for Phase II Improvements, whichever occurs first | construction debris clean up |

*Phase I Improvements and Phase II Improvements are identified in the Phasing Plan filed by the Developer with the City's Director of PWD.

EXHIBIT D

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

- 1.) **CONDITIONS TO BE SATISFIED BEFORE CITY ISSUES A BUILDING PERMIT FOR THE SUBJECT PROPERTY.** Before the City issues a building permit for the Subject Property, all the following conditions must be satisfied:
- a.) Developer must execute this Improvement Agreement.
 - b.) Developer must provide the letter of credit for the amount stated on Exhibit E of this Improvement Agreement.
 - c.) Developer must provide to the City of Inver Grove Heights the cash deposit for the engineering inspection escrow and vegetation escrow stated on Exhibit E of the Improvement Agreement.
 - d.) Developer must fully pay the City of Inver Grove Heights for all planning, engineering review and legal fees that have been incurred up to the date 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 E.
 - e.) Developer must execute a Stormwater Facilities Maintenance Agreement for the Subject Property. The form of the agreement is subject to the approval of the City Attorney and the Director of PWD.
 - f.) Developer must execute an Encroachment Agreement 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 must execute a Drainage and Utility Easement in favor of the City over the south 6 feet of the Subject Property. The form of the agreement is subject to the approval of the City Attorney and the Director of PWD.
 - h.) Developer must have received approval from the Director of PWD for the Phasing Plan.
 - i.) Developer must have received a drainage permit from Mn/DOT.
- 2.) **CONDITIONS TO BE SATISFIED BEFORE CITY ISSUES A CERTIFICATE OF OCCUPANCY FOR PHASE I IMPROVEMENTS FOR THE SUBJECT PROPERTY.** Before the City issues a certificate of occupancy for the Phase I Improvements on the Subject Property, all of the following conditions must be satisfied:

- a.) All of the conditions in paragraph 1 of this Exhibit D have been met.
 - b.) All grading, drainage and erosion control for the Phase I Improvements must be completed.
 - c.) All storm water facilities for the Phase I Improvements, including any ponds, culverts, catch basins and storm water piping and appurtenances for the Phase I Improvements must be installed and functional to a level reasonably approved by the City Engineer.
 - d.) All landscaping for the Phase I Improvements must be completed.
 - e.) Developer must have completed all of the improvements required by the Mn/DOT drainage permit and must have fulfilled all of the conditions imposed by the permit.
- 3.) **CONDITIONS TO BE SATISFIED BEFORE CITY ISSUES A CERTIFICATE OF OCCUPANCY FOR PHASE II IMPROVEMENTS FOR THE SUBJECT PROPERTY.** Before the City issues a certificate of occupancy for the Phase II Improvements on the Subject Property, all of the following conditions must be satisfied:
- a.) All of the conditions in paragraph 2 of this Exhibit D have been met.
 - b.) All grading, drainage and erosion control for the Phase II Improvements must be completed.
 - c.) All storm water facilities for the Phase II Improvements, including any ponds, culverts, catch basins and storm water piping and appurtenances for the Phase II Improvements must be installed and functional to a level reasonably approved by the City Engineer.
 - d.) All landscaping for the Phase II Improvements must be completed.
 - e.) All of the Phase I Improvements must be completed.
- 4.) **COMPLIANCE WITH MN/DOT PERMIT.** Developer agrees that it will comply with all requirements imposed by Mn/DOT in connection with issuance of the drainage permit issued by Mn/DOT. No certificate of occupancy for the Phase I Improvements will be issued until the Developer has fully constructed all of the improvements required by the Mn/DOT drainage permit and has fully complied with the conditions of the Mn/DOT drainage permit.

- 5.) **CLEAN UP OF CONSTRUCTION DEBRIS ON STREETS AND ADJOINING PROPERTY.** The escrow amount stated on **Exhibit E** 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 construction material and other waste products resulting from construction) that may be blown from the construction site into adjoining private properties or into City streets or that may fall from delivery trucks onto adjoining private properties or City streets. Further, during construction, the Developer must clear the City streets of any dirt or other earthen material that may fall onto the City streets from the delivery trucks that are being used in the excavation and grading of the site.

EXHIBIT E
ESCROW CALCULATION

DEVELOPER IMPROVEMENTS

| | | |
|-----|--|--------|
| 1.) | Grading, Drainage and Erosion Control | \$ |
| 2.) | Stormwater Facilities (infiltration basin and appurtanances) | \$ |
| 3.) | Stormwater Facilities (underground storm storage system and appurtanances) | \$ |
| 4.) | Landscaping | \$ |
| 5.) | Curb | \$ |
| | SUBTOTAL: | \$ |
| | <u>MULTIPLIED BY:</u> | x 1.25 |
| | EQUALS | \$ |
| | <u>ESCROW AMOUNT:</u> | \$ |

EXHIBIT E
ESCROW CALCULATION
(Continued)

Engineering Escrow Amount

In addition to the Escrow Amount for Developer Improvements set forth above, the Developer shall also deposit \$3,500 in cash with the City (hereafter "Engineering Escrow Amount") contemporaneously with execution of this Improvement Agreement.

The Engineering Escrow Amount shall be used to pay the City for engineering inspection, attorney's expenses, staff review time, assurance for sediment/erosion control compliance and maintenance requirements at the City's standard rates charged for such tasks.

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 previously charged the Developer.

Twenty five percent (25%) of this Engineering Escrow Amount shall be retained by the City (hereafter referred to as Escrow Retainage) and this Escrow Retainage shall be available to the City to pay for deficiencies and problems related to grading, drainage and erosion control and landscaping 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.) Deficiencies or problems have arisen with respect to grading, drainage, and erosion control or landscaping; and
- b.) The City has previously accepted the Developer Improvements; and
- c.) The Letter of Credit or cash deposit for the Developer Improvements has expired or the Letter of Credit or cash deposit 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.) all of the lawn or vegetative cover has been established, to the sole satisfaction of the City.

To the extent the engineering inspection charges or the amount needed to correct the deficiencies and problems relating to grading, drainage, erosion control, or landscaping exceed the initially deposited \$3,500 Engineering Escrow Amount, the Developer is responsible for payment of such excess within thirty (30) days after billing by the City.

EXHIBIT E
ESCROW CALCULATION
(Continued)

Vegetation Escrow Amount

In addition to the \$3,500 Engineering Escrow Amount stated above, Developer shall also deposit \$2,000 in cash with the City (hereafter "Vegetation Escrow Amount") to ensure the vegetation installed within and around the stormwater improvements is maintained and established for a 3-year period from the date of satisfactory installation. The Vegetation Escrow Amount shall be available to the City to pay for deficiencies and problems related to the vegetation installed within and around the stormwater improvements on the Subject Property in the event such problems and deficiencies arise after the City has approved the Developer Improvements.

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

To the extent the amount needed to correct the deficiencies and problems relating to the vegetation within and around the stormwater improvements exceeds the initially deposited \$2,000 Vegetation Escrow Amount, the Developer is responsible for payment of such excess within thirty (30) days after billing by the City.

**STORM WATER FACILITIES MAINTENANCE AGREEMENT RELATING TO
STORMWATER FACILITIES LOCATED ON PROPERTY AT 1055 HIGHWAY 110
IN INVER GROVE HEIGHTS, DAKOTA COUNTY, MINNESOTA**

THIS STORM WATER FACILITIES MAINTENANCE AGREEMENT RELATING TO STORMWATER FACILITIES LOCATED ON PROPERTY AT 1055 HIGHWAY 110 (Agreement) is made, entered into and effective this 8th day of August, 2011, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as City) and BM Real Estate Holdings, LLC, a Minnesota limited liability company, (hereafter referred to as Landowner and Responsible Owner). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

ARTICLE 1
DEFINITIONS

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

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

1.3 Landowner. Landowner means BM Real Estate Holdings, LLC, a Minnesota limited liability company, and its successors and assigns.

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

Any existing or future underground storm water storage facilities, storm water pipes, ponds, conduits, culverts, ditches, catch basins, Vortechs/VortSentry storm water treatment system, or approved equal, subsurface pond, or approved equal, storm water quality structures or storm water collection ponds and appurtenances lying within the Landowner Property. Storm Water Facilities include, but are not limited to, Phase I Storm Water Improvements and Phase II Storm Water Improvements.

1.5 Storm Water Facility Plan. “Storm Water Facility Plan” means that certain Grading, Drainage and Erosion Control Plan prepared by Clark Engineering Corporation dated _____ 2011, and approved by the City Engineer on _____. The Storm Water Facility Plan is on file with the City.

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

The fee title owner of the Landowner Property and the successors and assigns of such fee title owner.

The current Responsible Owner is the Landowner.

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

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

1.9 Improvement Agreement. “Improvement Agreement” means that certain Agreement dated August 8, 2011, between the City and Landowner relating to improvements being made by the Landowner to the Landowner Property.

1.10 Phase I Storm Water Improvements. “Phase I Storm Water Improvements” means the storm water filtration basin and underground storm storage system being constructed by the Landowner on the Landowner Property as part of the Phase I Improvements pursuant to the Improvement Agreement dated August 8, 2011 between the Landowner and the City.

1.11 Phase II Storm Water Improvements. “Phase II Storm Water Improvements” means the underground storage pipe being constructed by the Landowner on the Landowner Property as part of the Phase II Improvements pursuant to the Improvement Agreement dated August 8, 2011 between the Landowner and the City.

ARTICLE 2 **RECITALS**

Recital No. 1. Landowner owns the Landowner Property.

Recital No. 2. Landowner has requested that the City approve the Development Plans identified in the Improvement Agreement for the Landowner Property.

Recital No. 3. The City is willing to approve the Development Plans for the Landowner Property if Landowner executes this Storm Water Facilities Maintenance Agreement.

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

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

ARTICLE 3
RESPONSIBILITY FOR MAINTENANCE

3.1 Construction of Phase I Storm Water Improvements. Responsible Owner agrees that by June 1, 2012 or prior to the issuance of a certificate of occupancy for the Phase I Improvements (as identified in the Improvement Agreement) or prior to beginning construction of the Phase II Improvements (as identified in the Improvement Agreement), whichever occurs first, the Phase I Storm Water Improvements shall be constructed and installed in accordance with the Storm Water Facility Plan and in accordance with the Improvement Agreement at the sole expense of Responsible Owner.

3.2 Construction of Phase II Storm Water Improvements. Responsible Owner agrees that by August 1, 2012 or prior to the issuance of a certificate of occupancy for the Phase II Improvements (as identified in the Improvement Agreement), whichever occurs first, the Phase II Storm Water Improvements shall be constructed and installed in accordance with the Storm Water Facility Plan and in accordance with the Improvement Agreement at the sole expense of Responsible Owner.

3.3 Maintenance of Storm Water Facilities. The Responsible Owner is obligated at its expense to perpetually maintain the Storm Water Facilities in accordance with the Standard of Maintenance set forth in Section 3.4 hereof. The Responsible Owner shall not modify, alter, remove, eliminate or obstruct the Storm Water Facilities without the prior written consent of the City. The Responsible Owner shall also insure that the Storm Water Facilities always remain in compliance with the Storm Water Facility Plan. All entities that fall within the definition of Responsible Owner have the joint and several obligations of the defined Responsible Owner. The responsibility of the Responsible Owner for maintaining the Storm Water Facilities on the Landowner Property exists even though the event or omission which caused the need for maintenance of the Storm Water Facilities may arise on property outside of the Landowner Property.

3.4 Standard of Maintenance. The Responsible Owner must meet the Standard of Maintenance set forth in this Section 3.4.

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

- a. The Standard of Maintenance shall comply with the standards contained in Title 9, Chapter 5 of the Inver Grove Heights City Code (as amended from time to time, by amendment of general applicability); and
- b. The Standard of Maintenance shall comply with the stormwater maintenance standards and bio-retention standards and requirements as set forth in the **NWA Stormwater Manual** (as amended from time to time, by amendment of general applicability). The NWA Stormwater Manual is on file with the City's Director of Public Works. The NWA Stormwater Manual shall apply to the Storm Water Facilities notwithstanding the fact that the Landowner's Property is located outside of the Northwest Area Overlay District; and
- c. The Standard of Maintenance shall be reasonable and conform to the same standards that the City's Director of Public Works utilizes for storm water systems and bio-retention systems that the City maintains, as those standards are from time to time amended.
- d. The Standard of Maintenance shall comply with the City approved Operations & Maintenance Plan hereafter referenced.

The Standard of Maintenance shall include, but not be limited to, each of the following:

- i.) The Responsible Owner shall monitor the subsurface pond and shall as soon as possible correct any malfunction or deficiency in the operation of such structure so as to ensure that the structure operates in conformance with the design parameters.
- ii.) With respect to the subsurface pond, the Responsible Owner must maintain and repair the structure and must correct as soon as possible any of the following deficiencies in the event such deficiencies occur:
 - a. Any evidence of potholes, sinkholes or unusual amount of silt and soil build-up that degrades the quality of parking lot surface on top of the subsurface pond; or
 - b. Any unusual pipe deflection in excess of more than 7% from the design shape; or
 - c. Any unusual evidence of backfill material entering into the pipe structure through pipe joints or other locations; or
 - d. Any siltation on the outlet end of the structure or clogging of the outlet as a result of accumulated trash, grit, sediments, and other debris.
- iii.) The Responsible Owner shall be required to reduce total suspended solids by 85% from pre-improvement rates and to reduce phosphorus levels by 55% from pre-improvement levels. When requested by the City, the Responsible Owner shall be required to monitor and test the storm water discharges at the Responsible Owner's expense, to ensure compliance with these requirements. The

Responsible Owner is required to install and maintain storm water facilities that are designed to infiltrate one (1) inch of impervious surface runoff from the Landowner Property. The Responsible Owner shall provide the City with test results of the discharge on an annual basis when testing is requested.

- iv.) Responsible Owner must comply with Section IV of the NWA Stormwater Manual which outlines the requirements for the operations and maintenance of Long Term Best Management Practices (BMP's) for storm water facilities. The Responsible Owner must prepare an Operations & Maintenance Plan to show how the Responsible Owner plans to operate and maintain Long Term Best Management Practices for the Storm Water Facilities being constructed on the Landowner Property. The Responsible Owner shall submit an Operations & Maintenance Plan to the City for review and comment before of construction. The Responsible Owner and the successors and assigns thereof shall be responsible for following the Operations & Maintenance Plan as approved by the City. A final Operations & Maintenance Plan shall be submitted to the City after construction of the Storm Water Facilities are completed and before the escrow referenced in numbers 2 and 3 of Exhibit E of the Improvement Agreement is released. Once approved by the City, the Operations & Maintenance Plan shall be on file with the City's Director of Public Works.
- v.) The Operations & Maintenance Plan shall contain the following information:
 - a. Detailed inspection requirements;
 - b. Inspection and maintenance schedules;
 - c. Contact information for the Responsible Owner;
 - d. As built plans of the Storm Water Facilities;
 - e. A letter of compliance from the designer after construction of the Storm Water Facilities is completed;
 - f. The requirement for an annual report to the City to demonstrate that post construction maintenance is being accomplished per the Operations & Maintenance Plan;
 - g. The GPS coordinates for the subsurface pond shall be provided to the City after construction is completed. Storm Water Facilities smaller than 200 square feet can be located with one GPS coordinate. Storm Water Facilities larger than 200 square feet shall have outlet coordinates and the corners of the Storm Water Facilities located by GPS. The GPS readings shall be provided to the City before the Storm Water Facilities are covered;
 - h. The design storage capacity of each Storm Water Facilities shall be documented in the Operations & Maintenance Plan. The Responsible

Owner shall provide _____ acre feet below elevation of _____ of dead storage for the infiltration basin located on the Landowner property. The Responsible Owner shall provide _____ acre feet between elevations _____ and _____ of live storage in the infiltration basin located on the Landowner property.

- i. A form and level of pretreatment approved by the City are required in the treatment train before any infiltration system; and
- j. The Operations & Maintenance Plan shall incorporate responses to Chapter 8 of the NWA Stormwater Manual which provides additional requirements and checklists for the Responsible Owner to comply with in the operations and maintenance phase of construction.

If the Storm Water Facility Plan is inconsistent with the Standard of Maintenance or if components within the Standard of Maintenance are inconsistent with other components within the Standard of Maintenance, then that provision, term or component which imposes a greater and more demanding obligation shall prevail.

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

3.5 Notice of Non-Compliance with Section 3.3 and 3.4; Cure Period. If the City's Director of Public Works ("DPW") determines, at his reasonable discretion, that the Responsible Owner has not complied with the Standard of Maintenance, the DPW shall provide written notice to the Responsible Owner of such failure to comply with the Standard of Maintenance. This notice shall specify that the Responsible Owner will have thirty (30) days to comply with the Standard of Maintenance, unless thirty (30) days is not practicable for the Responsible Owner to cure the default, in which case the Responsible Owner shall be given a reasonable time, as determined by the DPW, to cure the default provided the Responsible Owner has commenced a suitable cure within the initial thirty (30) days. Notwithstanding the requirement contained in this Section relating to written notice and opportunity of the Responsible Owner to comply with the Standard of Maintenance, in the event of an emergency as determined by the DPW, the City may perform the work to be performed by the Responsible Owner without giving any notice to the Responsible Owner and without giving the Responsible Owner thirty (30) days to comply with the Standard of Maintenance. If the City performs emergency service work, the Responsible Owner shall be obligated to repay the City the costs incurred to perform the emergency service work, and the City shall follow those procedures set forth in Sections 3.6 and 3.7 with respect to the billing, collection and/or tax certification of such costs.

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

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

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

Further, as an alternate means of collection, if the written billing is not paid by the Responsible Owner, the City, without notice and without hearing, may specially assess the Landowner Property for the costs and expenses incurred by the City. The Responsible Owner hereby waives any and all procedural and substantive objections to special assessments for the maintenance costs including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Landowner Property. The Responsible Owner waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Responsible Owner acknowledges that the benefit from the performance of maintenance tasks by the City to ensure compliance with the Standard of Maintenance equals or exceeds the amount of the charges and assessments for the maintenance costs that are being imposed hereunder upon the Landowner Property. Nothing in this paragraph shall be deemed to impair Responsible Owner’s right to dispute the amount assessed as exceeding the usual and customary amounts charged by the City given the task, work, construction or improvement performed by the City to ensure compliance with Section 3.4.

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

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

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

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

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

ARTICLE 4 **CITY'S COVENANTS**

4.1 Approval of Development Plans. The City agrees that if Responsible Owner executes this Storm Water Facilities Maintenance Agreement and if the other conditions set forth in the Improvement Agreement for the Landowner Property are met, the Council will approve the Development Plans for the Landowner Property.

ARTICLE 5 **MISCELLANEOUS**

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

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

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

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

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

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

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

If to Landowner: BM Real Estate Holdings, LLC
Attn: William Mauer
1055 Highway 110
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.

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

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Melissa Rheame, Deputy Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 8th day of August, 2011, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Rheame to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and 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 Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

**LANDOWNER
BM REAL ESTATE HOLDINGS, LLC**

By: _____
William Mauer
Its: Chief Manager

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this _____ day of August, 2011, before me a Notary Public within and for said County, personally appeared William Mauer, to me personally known, who being by me duly sworn, did say that he is the Chief Manager of BM Real Estate Holdings, LLC, a Minnesota limited liability company, and that said instrument was signed on behalf of BM Real Estate Holdings, LLC by William Mauer and William Mauer acknowledged said instrument to be the free act and deed of the limited liability company.

Notary Public

THIS INSTRUMENT DRAFTED BY:

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

AFTER RECORDING PLEASE

RETURN TO:

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

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER PROPERTY

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

That part of the East 769.20 feet of the Northeast Quarter of the Southeast Quarter (NE¼ SE¼) of Section Thirty (30), Township Twenty-eight (28) North, Range Twenty-two (22) West, Dakota County, Minnesota, lying Northeasterly of the Northeast right-of-way line of the State Trunk Highway No. 110, and lying Southeasterly of the following described line:

Commencing at the Northeast corner of said Northeast Quarter of the Southeast Quarter; thence South 89 degrees 48 minutes 35 seconds West (assumed bearing) along the North line of said Northeast Quarter of the Southeast Quarter a distance of 257.60 feet to the point of beginning of the line to be described; thence South 18 degrees 23 minutes 15 seconds West, 398.35 feet; thence South 29 degrees 19 minutes 06 seconds West 379.10 feet, more or less to the Northeasterly right-of-way line of State Trunk Highway No. 110 and there terminating;

Except the East 30 feet thereof.

Dakota County, Minnesota

**EXHIBIT B
ANNUAL INSPECTION FORM**

CITY OF INVER GROVE HEIGHTS NPDES INSPECTION PROGRAM

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

| | | | | | | |
|------------------------|--|--|--|-------|--|--|
| MAINTENANCE PERFORMED: | | | | | | |
| SIGNED: | | | | DATE: | | |

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

**AGREEMENT RELATING TO LANDOWNER
IMPROVEMENTS WITHIN CITY EASEMENT ON
PROPERTY LOCATED AT 1055 HIGHWAY 110
IN THE CITY OF INVER GROVE HEIGHTS,
DAKOTA COUNTY, MINNESOTA**

THIS AGREEMENT (Agreement), made this 8th day of August, 2011, by and between the City of Inver Grove Heights (hereafter referred to as "City"), a Minnesota municipal corporation, and by BM Real Estate Holdings, LLC, a Minnesota limited liability company (hereafter referred to as "Landowner"). Based on the covenants, agreements, representations and recitals herein contained, the parties agree as follows:

ARTICLE 1
TERMS

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

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

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

1.4 **City Easements.** "City Easements" means the following easements located on the Subject Land:

Any City street, drainage and utility easement within or along, contiguous and parallel to Akron Avenue and Frontage Road. The City Easements run along the west and south sides of the Subject Land.

1.5 Landowner. “Landowner” means BM Real Estate Holdings, LLC, a Minnesota limited liability company, and its assigns and successors in interest with respect to the Subject Land during the period of time that it or they own fee title to the Subject Land.

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

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

IF TO LANDOWNER: BM Real Estate Holdings, LLC
Attn: William Mauer
1055 Highway 110
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.

1.7 Landowner Improvements. “Landowner Improvements” means the fences, curb, bituminous pavement, foundations (concrete pours for bollards which have been cut off at the ground level), overflow swales (with rip-rap), brick monuments, lighting system (concrete foundations, lighting stations, lights and wiring) and appurtenances and irrigation system and appurtenances as currently existing as of the date of this Agreement and as depicted on the ALTA Survey lying within the City Easements.

1.8 City Easement Improvements. “City Easement Improvements” means all existing and future street, boulevard and sidewalk improvements and 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 Easements now or in the future.

1.9 ALTA Survey. “ALTA Survey” means that certain ALTA Survey of the Subject Land prepared by Clark Engineering Corporation dated _____, 2011. A copy of the ALTA Survey is attached as **Exhibit B**.

1.10 City Right-of-Way Costs. “City Right-of-Way 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, replacement, and expansion of the City's Easement Improvements located in the City Easements and the placement of additional City Easement Improvements in the City Easements. City Right-of-Way 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 Easements, and all engineering and attorneys' fees incurred in connection therewith. City Right-of-Way Costs also include the costs of temporarily removing the Landowner Improvements and subsequently replacing the Landowner Improvements in the City Easements, if such costs have not already been paid by the Landowner.

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 Right-of-Way 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 Right-of-Way Costs caused by the Landowner Improvements. The City's reasonable determination of the amount of the Cost Differential shall be binding on the Landowner. The City's reasonable determination shall be appropriately supported by cost estimates obtained from independent contractors or engineers.

ARTICLE 2 **RECITALS**

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

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

Recital No. 3. Landowner has requested permission from the City to leave the Landowner Improvements within the City Easements.

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

- a.) The Landowner maintains the Landowner Improvements;
- b.) The Landowner agrees to pay the City any Cost Differential relating to inspections, access, repair, maintenance and replacement of the existing City Easement Improvements and the placement of any future City Easement Improvements in the City Easements.

- c.) The Landowner agrees to temporarily remove the Landowner Improvements from the City Easements 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 City Easements.
- d.) The Landowner agrees to modify the Landowner Improvements if the Landowner Improvements materially interfere with the City Easement Improvements.

NOW, THEREFORE, THE CITY OF INVER GROVE HEIGHTS AND THE UNDERSIGNED LANDOWNER, FOR ITSELF, AND ITS SUCCESSORS AND ASSIGNS DO HEREBY AGREE:

ARTICLE 3
AGREEMENTS

3.1 Placement and Maintenance Of Landowner Improvements. Under the terms and conditions stated herein, the City agrees that the Landowner Improvements may remain within the City Easements at the locations shown on the ALTA Survey. The Landowner Improvements shall only be at the locations specified in the ALTA Survey.

The Landowner shall not place any other structures, irrigation systems, buildings, fences, landscaping, trees or shrubs within the City Easements, except for the Landowner Improvements.

Landowner, at its own expense, shall maintain and repair the Landowner Improvements.

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 Easements 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 Easements.

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

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

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

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

If the Landowner does not perform such tasks, the City may perform such tasks and in such case the Landowner shall reimburse the City for the City's costs and expenses. Prior to commencing such tasks, the City shall send Formal Notice to the Landowner and allow the Landowner thirty (30) days or such longer period of time as is reasonable under the circumstances from the date of the Formal Notice to perform the tasks. If the Landowner has not completed the work within the such period, then the City may proceed to perform the tasks. Once the City's costs and expenses have been determined by the City, the City shall send an invoice for such costs and expenses to the Landowner. The Landowner must pay the invoice within thirty (30) days after the date of the invoice. Such costs and expenses include, but are not limited to, costs charged the City by third parties such as contractors as well as the costs for City personnel that may have performed the work. Bills not paid shall incur the standard penalty and interest established by the City for utility billings within the City. The amount of costs charged by the City shall be the usual and customary amounts charged by the City given the task, work, construction or improvement performed by the City to ensure compliance with this Section 3.6.

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

3.8 Cost Differential. If a Cost Differential occurs relating to the access to or inspection, maintenance, repair or replacement of the City Easement Improvements or relating to construction of new City Easement Improvements in the future, then the Landowner shall

pay the Cost Differential to the City. The Landowner must make payment for the Cost Differential within 30 days after the City has sent a written invoice for the Cost Differential to the Landowner.

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

If Landowner does not make the modifications, the City may make the modifications and in such case the Landowner shall reimburse the City for the City's costs and expenses. Prior to commencing such modifications, the City shall send Formal Notice to the Landowner and allow the Landowner thirty (30) days or such longer period of time as is reasonable under the circumstances from the date of the Formal Notice to make the modifications. If Landowner does not completely make the modifications, the City may proceed to make the modifications. Once the City's costs and expenses have been determined by the City, the City shall send an invoice for such costs and expenses to the Landowner. The Landowner must pay the invoice within thirty (30) days after the date of the invoice. Such costs and expenses include, but are not limited to, costs charged the City by third parties such as contractors as well as the costs for City personnel that may have performed the work relating to the modifications. The amount of costs charged by the City shall be the usual and customary amounts charged by the City given the task, work, construction or improvement performed by the City to ensure compliance with this Section 3.9.

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

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

Further, as an alternate means of collection, if the written billing is not paid by the Landowner, the City, without notice and without hearing, may specially assess the Subject Land for the costs and expenses incurred by the City. The Landowner hereby waives any and all procedural and substantive objections to

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

Nothing in this Section shall be deemed to impair Landowner's right to dispute the amount assessed as exceeding the usual and customary amounts charged by the City given the task, work, construction or improvement performed by the City.

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

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

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

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

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

3.14 Recording. The Landowner shall record this Agreement with the Dakota County Recorder against the Subject Land and within 30 days after the date of this Agreement, the Landowner 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 Land and shall be binding upon the heirs, successors, administrators and assigns of the parties. This Agreement shall also be binding on and apply to any title, right and interest of the Landowner in the Subject Land acquired by Landowner after the execution date of this Agreement or after the recording date of this Agreement.

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

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

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

3.19 Headings. The subject headings of the sections 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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PERMANENT UTILITY AND DRAINAGE EASEMENT

THIS PERMANENT UTILITY AND DRAINAGE EASEMENT (Easement), made, granted and conveyed this 8th day of August, 2011, between **BM Real Estate Holdings, LLC** a Minnesota limited liability company (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 legally described on **Exhibit B** (hereinafter the “**Permanent Easement Area**”) attached hereto and incorporated herein by reference.

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

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

EXEMPT FROM STATE DEED TAX

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

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

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

Nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by Landowner, 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 Rheume, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 8th day of August, 2011, 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

**LANDOWNER
BM REAL ESTATE HOLDINGS, LLC**

By: _____
William Mauer
Its: Chief Manager

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss.

On this _____ day of August, 2011, before me a Notary Public within and for said County, personally appeared William Mauer, to me personally known, who being by me duly sworn, did say that he is the Chief Manager of BM Real Estate Holdings, LLC, a Minnesota limited liability company, and that said instrument was signed on behalf of BM Real Estate Holdings, LLC by William Mauer and William Mauer acknowledged said instrument to be the free act and deed of the limited liability company.

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:

That part of the East 769.20 feet of the Northeast Quarter of the Southeast Quarter (NE¼ SE¼) of Section Thirty (30), Township Twenty-eight (28) North, Range Twenty-two (22) West, Dakota County, Minnesota, lying Northeasterly of the Northeast right-of-way line of the State Trunk Highway No. 110, and lying Southeasterly of the following described line:

Commencing at the Northeast corner of said Northeast Quarter of the Southeast Quarter; thence South 89 degrees 48 minutes 35 seconds West (assumed bearing) along the North line of said Northeast Quarter of the Southeast Quarter a distance of 257.60 feet to the point of beginning of the line to be described; thence South 18 degrees 23 minutes 15 seconds West, 398.35 feet; thence South 29 degrees 19 minutes 06 seconds West 379.10 feet, more or less to the Northeasterly right-of-way line of State Trunk Highway No. 110 and there terminating;

Except the East 30 feet thereof.

Dakota County, Minnesota

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 a six (6) foot wide strip of land lying northeasterly of and parallel to and contiguous to the southwesterly boundary line of the following described property located in the City of Inver Grove Heights, Dakota County, Minnesota:

That part of the East 769.20 feet of the Northeast Quarter of the Southeast Quarter (NE¼ SE¼) of Section Thirty (30), Township Twenty-eight (28) North, Range Twenty-two (22) West, Dakota County, Minnesota, lying Northeasterly of the Northeast right-of-way line of the State Trunk Highway No. 110, and lying Southeasterly of the following described line:

Commencing at the Northeast corner of said Northeast Quarter of the Southeast Quarter; thence South 89 degrees 48 minutes 35 seconds West (assumed bearing) along the North line of said Northeast Quarter of the Southeast Quarter a distance of 257.60 feet to the point of beginning of the line to be described; thence South 18 degrees 23 minutes 15 seconds West, 398.35 feet; thence South 29 degrees 19 minutes 06 seconds West 379.10 feet, more or less to the Northeasterly right-of-way line of State Trunk Highway No. 110 and there terminating;

Except the East 30 feet thereof.

Dakota County, Minnesota

**RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS**

TO: Mayor and City Council of Inver Grove Heights

FROM: Planning Commission

DATE: July 19, 2011

SUBJECT: **BM REAL ESTATE HOLDING LLC (MAUER CHEVROLET) – CASE NO. 11-19CA**

Reading of Notice

Commissioner Simon read the public hearing notice to consider the request for a conditional use permit amendment to construct an addition onto the existing building, for the property located at 1055 Highway 110. 7 notices were mailed.

Presentation of Request

Allan Hunting, City Planner, explained the request as detailed in the report. He advised that Mauer Chevrolet is requesting a conditional use permit (CUP) amendment to construct a 26,000 square foot addition and remove a portion of the existing building, for a net increase of approximately 5,000 square feet. He advised that the City's Engineering staff is working with the applicant regarding stormwater management, and the request is dependent on gaining MNDOT approval regarding a drainage permit. The only issues from Planning are landscaping and signage. The applicant is currently proposing numerous shrubs but no overstory trees; however, a minimum of 13 overstory trees are required with the balance being shrubs. In regards to signage, the proposed sign on a retaining wall in the southeast corner may be larger than the maximum allowed 100 square feet. The applicant would either have to conform to the Code or come back at a later date with a request for a variance. Staff recommends approval of the request with the 20 conditions listed in the report.

Commissioner Simon asked if the landscaping issue was covered by Condition 19, to which Mr. Hunting replied in the affirmative.

Commissioner Wippermann stated it appeared as if some of the existing parking areas did not meet setback requirements.

Mr. Hunting stated the applicants are not required to address any existing non-conforming conditions.

Commissioner Wippermann asked if the existing conditions were granted by a previous CUP or variance.

Mr. Hunting replied in the affirmative, stating the original CUP was granted in 1969.

Commissioner Wippermann asked if that needed to be referenced in the revised CUP, to which Mr. Hunting replied it did not.

Opening of Public Hearing

The applicants, Sholly Blustin, 11635 – 43rd Avenue N, Plymouth, the attorney for Mauer

Chevrolet, John Bejblik, Pope Associates, 1255 Energy Park Drive, St. Paul, and Ryan Bluhm, Clark Engineering, advised they were available to answer any questions.

Chair Bartholomew asked if the applicants were aware of the conditions listed in the report.

Mr. Bejblik stated it was the owner's intent to comply with the ordinance in regards to the previously discussed landscaping and signage requirements. The landscaping subcontractor will revise the landscaping plan and the signage subcontractor will either supply a sign compliant with City Code or apply for a variance. They had no issues with any of the remaining conditions.

Planning Commission Discussion

Commissioner Simon asked if staff heard from any of the neighbors.

Mr. Hunting replied that they received three inquiries as to the general nature of the request. No concerns were expressed.

Chair Bartholomew asked if staff had contacted Sunfish Lake regarding drainage.

Mr. Hunting replied that the Engineering Department will contact the watershed district in Sunfish Lake to see if they have any comments. He stated the proposed project will drastically improve stormwater management for the site.

Planning Commission Recommendation

Motion by Commissioner Simon, second by Commissioner Elsmore, to approve the request for a conditional use permit amendment to add an addition to the existing building for the property located at 1055 Highway 110.

Motion carried (5/0). This item goes to the City Council on August 8, 2011.

P L A N N I N G R E P O R T
C I T Y O F I N V E R G R O V E H E I G H T S

REPORT DATE: July 14, 2011

CASE NO: 11-19CA

HEARING DATE: July 19, 2011

APPLICANT AND PROPERTY OWNER: BM Real Estate Holdings LLC (Mauer Chevrolet)

REQUEST: A conditional use permit amendment to add an addition to the existing auto sales building.

LOCATION: 1055 Highway 110

COMPREHENSIVE PLAN: RC, Regional Commercial

ZONING: B-3, General Business

REVIEWING DIVISIONS: Planning
Engineering

PREPARED BY:  Heather Botten
Associate Planner

BACKGROUND

The applicant is requesting a conditional use permit amendment to construct a 26,000 +/- square foot building addition and removal of a portion of the existing building; overall the footprint of the building would be expanding about 5,000 square feet. The original CUP for the property dates back to 1969 with one amendment in 1996 for a building addition.

The specific request consists of the following:

- A.) A **Conditional Use Permit Amendment** for automobile and off-highway vehicle sales in the B-3, General Business Zoning District

EVALUATION OF THE REQUEST

The following land uses, zoning districts, and comprehensive plan designations surround the subject property:

| | |
|-------|--|
| North | Dakota County Northern Service Center – West St. Paul |
| East | Car Dealerships; zoned B-3; guided RC, Regional Commercial |
| South | MnDot right-of-way and Sunfish Lake |
| West | Car Dealership; zoned B-3; guided RC, Regional Commercial |

SITE PLAN REVIEW

Building Setbacks. The proposed building addition is located 40+ feet from the closest property line, exceeding setback requirements.

Parking Lot. New bituminous overlay would be added to the entire parking area. The southeast portion of the property will be re-graded and paved. The new parking area meets setback requirements. All storage of vehicles must be on bituminous or similar hard surface, no parking of vehicles is allowed on grass or in the right-of-way.

Lot Coverage. Allowable impervious surface coverage in the B-3 district is 100%. No additional impervious surface is being added; the site is decreasing the amount of impervious surface to about 93%.

Access. Access to the site is not changing; there is one access off of Akron Avenue and another off of 50th Street (Hwy 110 frontage road).

Landscaping. Landscaping requirements require a total of 26 overstory trees or the equivalent to be planted on the property. The applicant has provided a landscape plan which demonstrates shrubs and no overstory trees. The landscaping requirements have not been met. A revised landscaping plan shall be submitted and approved by the Planning Department prior to the issuance of a building permit.

Engineering. Engineering is reviewing the plans and has been working with the applicant on stormwater and grading requirements. The proposed site plan decreases the amount of runoff on the property. Water from the site eventually drains to Sunfish Lake and a MnDot pond, therefore approval from both entities is required prior to grading on the property. Engineering has made some recommendations on conditions that should be added to the approval. These conditions are included in the list of conditions at the end of this report. The applicant shall continue to work with the City to secure final approval of the construction drawings.

Lighting. The applicant has submitted a lighting plan which illustrates the location of lighting in the parking lot. The proposed illumination pattern of the lights complies with the maximum foot candles at the center line of the street. The source of light shall be hooded, recessed, or controlled in some manner so as not to be visible from adjacent property or streets.

Roof top Screening. As a consistent policy of commercial development, any roof top equipment shall be screened from view from the street. If necessary, the form of screening will be reviewed at time of building permit. This condition would apply to all new roof top equipment.

Fire Marshal Review. All plans shall be subject to the review and approval of the City Fire Marshal for fire lane designation and the signage or marking of the fire lanes at time of building permit.

Signage. The site improvements include new signage. Signage is not approved as part of the CUP request. A preliminary drawing was submitted demonstrating a sign on a retaining wall; this sign shall be 100 square feet or less or a variance would have to be applied for. Signage on the property shall follow section 10-15E of the city code. A building permit is required for any new signs or changes to the existing signs.

GENERAL CONDITIONAL USE PERMIT REVIEW

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

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

The use is consistent with the goals, policies, and plans of the Comprehensive Plan. The future land use of this parcel is Regional Commercial, automobile sales is consistent with the uses envisioned in this district.

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

The applicant's property is zoned commercial. The land use of auto sales is consistent with the intent of the B-3 zoning district.

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

The building addition would not have a negative impact on the surrounding area as it lies within an area of the City that is currently developed. The use of the building would not be changing.

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

This commercial/business neighborhood is all developed and the land use patterns set. The proposed addition would not have an adverse impact on fire protection or on any city service.

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

- i. Aesthetics/exterior appearance*

All four sides of the building shall have an equally attractive or the same fascia as the front of the building. The entire building will be rewrapped in blue and silver composite panels.

- ii. Noise*

The proposed addition would not generate noises that are inconsistent with B-3 zoning.

iii. Fencing, landscaping and buffering

No fencing is proposed and landscaping meets the City's requirements.

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

Access to the site is not changing. The amount of traffic would not be out of the ordinary for a commercial area. Building setbacks exceed code requirements. The applicant is adding a sprinkler system to the building, increasing fire protection.

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

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

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

This use would not have an undue adverse impact on the environment. The applicant is working with the City Engineering Department creating a stormwater treatment plan, reducing the amount of runoff on the property.

ALTERNATIVES

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

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

- Approval of a **Conditional Use Permit Amendment** for automobile and off highway vehicles sales to allow an addition to the existing building subject to the following conditions:

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

| | |
|---------------------|----------------|
| Site Plan | dated 06/20/11 |
| Building Elevations | dated 06/20/11 |
| Lighting Plan | dated 06/16/11 |

Civil Plan Set
Landscaping

dated 06/20/11
dated

2. All parking lot lighting on site shall be a down cast “shoe-box” style and the bulb shall not be visible from property lines.
3. The City Code Enforcement Officer, or other designee, shall be granted right of access to the property at all reasonable times to ensure compliance with the conditions of this permit.
4. Any expansion of the use as shown on the site plan requires additional city approvals and is not part of this conditional use permit.
5. A storm water facility maintenance agreement shall be prepared by the City Attorney and executed by both the City and the property owner to ensure long term maintenance of the facilities. An operation and maintenance plan shall be prepared annually and sent to the City.
6. An improvement agreement shall be prepared by the City Attorney and executed by both the City and the property owner prior to the issuance of a building permit.
7. Prior to the issuance of a building permit, an Engineering cash escrow and letter of credit shall be submitted to the City to ensure the proper construction of the improvements and to review the drainage modeling.
8. The developer shall meet all the conditions outlined in the City Engineers review letters and subsequent correspondence. Prior to commencement of any grading, the final grading, drainage and erosion control, and utility plans shall be approved by the City Engineer.
9. All final development plans shall be subject to the review and approval of the City Fire Marshal.
10. The storm water pollution prevention plan (SWPPP) shall be followed.
11. No car display or employee parking shall be allowed on public streets, street boulevards, or landscaped areas on the dealership property.
12. No outside paging system shall be utilized.
13. All display pennants, flags, searchlights, balloons and other similar devices shall be limited to no more than 10-days per calendar year. Use of such devices require a sign permit.

14. All signage shall be in conformance with the sign regulations of the City.
15. Any new rooftop equipment shall be substantially screened from view as seen from a reasonable viewing perspective.
16. Prior to commencing construction, the applicant shall obtain all necessary federal, state, and local permits including, but not limited to a MnDot drainage permit.
17. The developer shall provide a hydraulic analysis of the proposed storm sewer facilities for the review and approval by the City.
18. Customer and employee parking shall be clearly signed and no display vehicles shall be allowed in this area.
19. Landscaping shall meet the requirements of Section 10-15-11 of the City Code.
20. Resolution No. 6653 shall become null and void and shall be replaced by the terms of this conditional use permit.

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

Based on the information in the preceding report and the conditions listed in Alternative A, staff is recommending approval of the request.

Attachments: Zoning/Location Map
Narrative
Site, Grading, Landscaping Plans
Elevations



Mauer Chevrolet Case No. 11-19CA

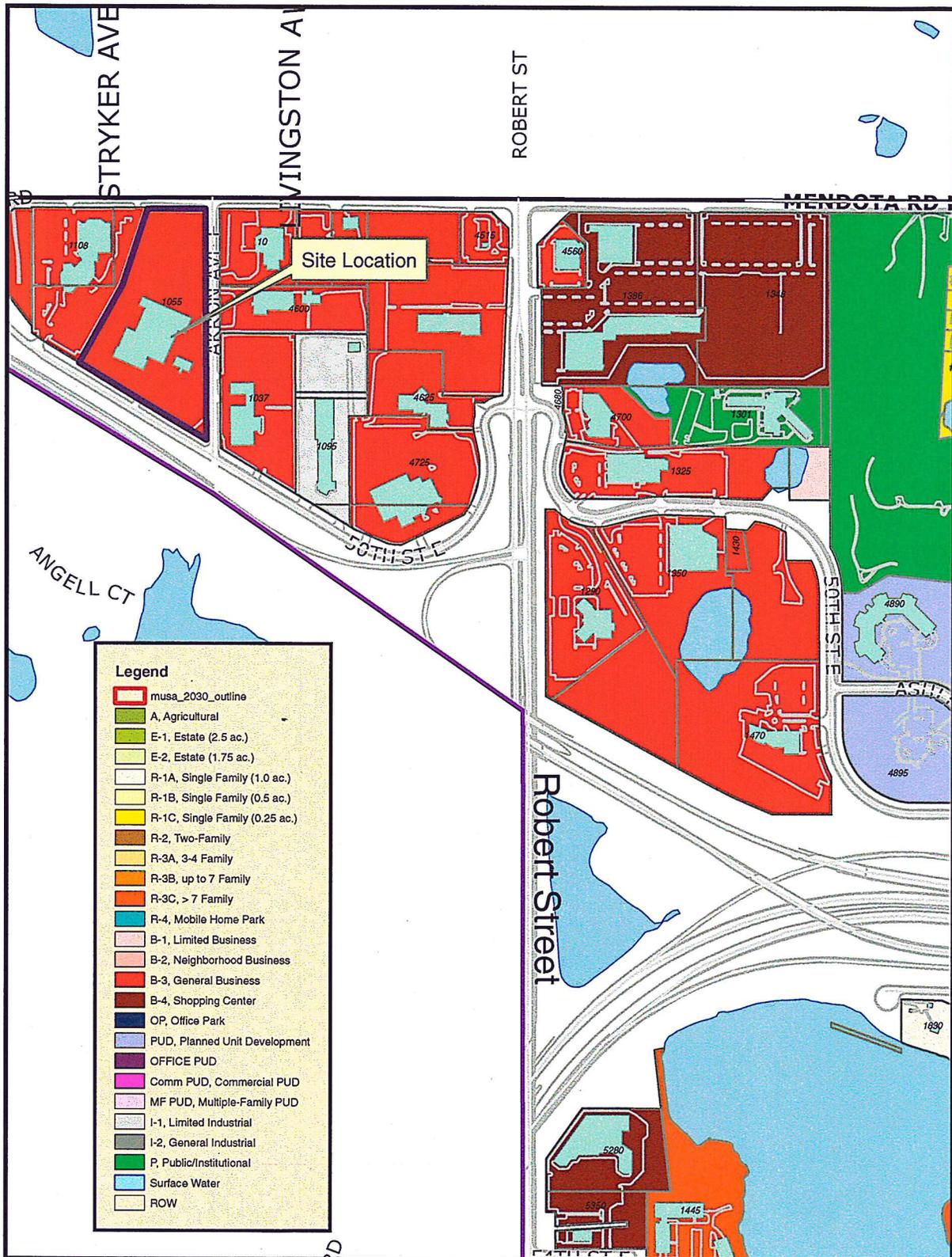


Exhibit A
Zoning Map

Re: Architectural Description of Building and Site Improvements for Mauer Chevrolet

Bill Mauer and John Vecere, owners of Mauer Chevrolet are proposing significant improvements to the existing building and sitework to provide a new vision in compliance with the General Motors Chevrolet dealership standards and their staff, and their personal vision for their customers!

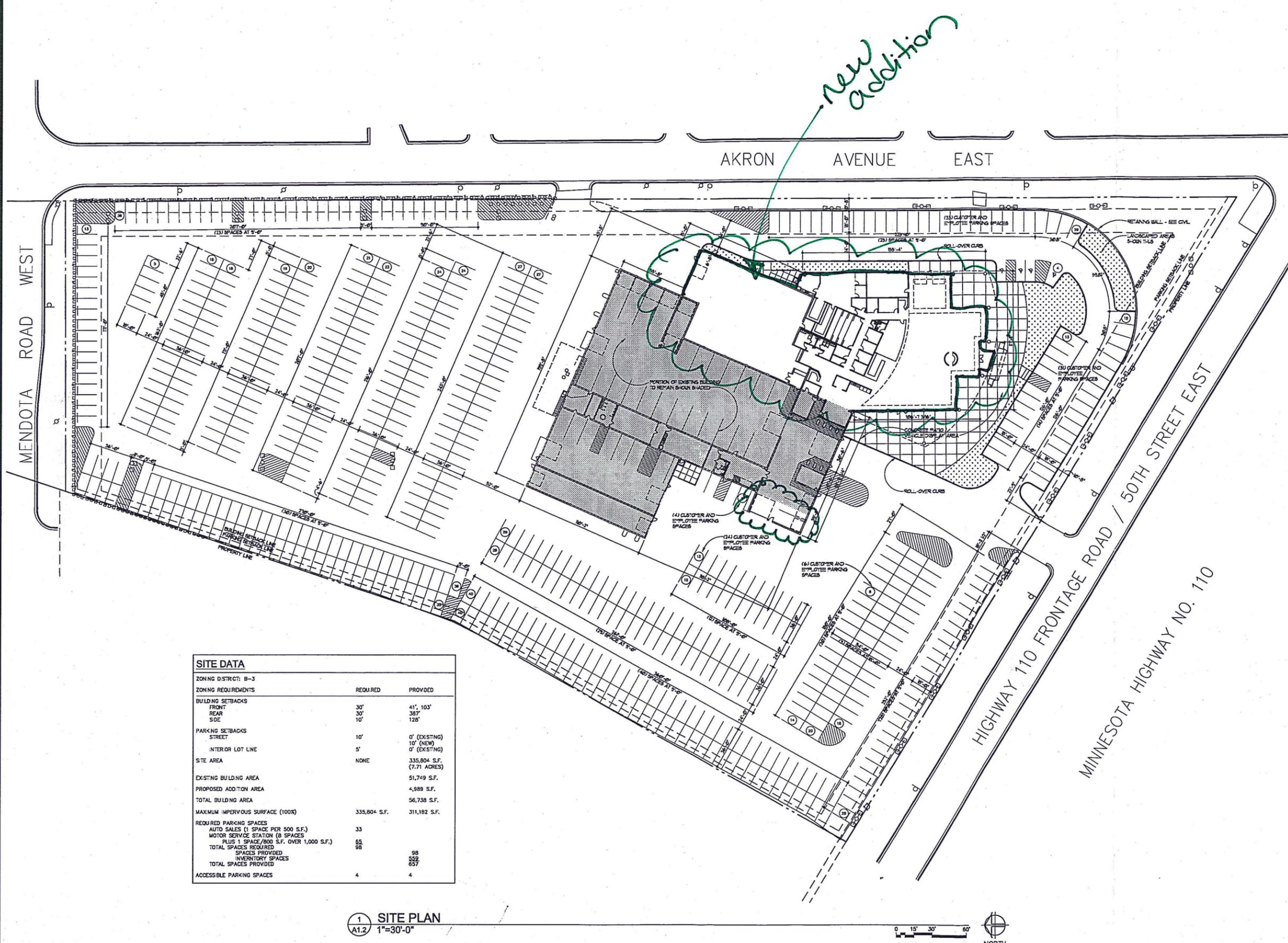
The improvements to the site will be:

1. New signage both pylon and building Chevrolet logo horizontal on the building fascia
2. New site lighting with poles, bases and high intensity fixtures controlled lumens inside the property
3. Grading with new bituminous overlay for parking lot, stripped and increased load limits for semitrailer deliveries.
4. Stormwater subterranean collection system for all building and surface runoff in compliance with watershed and state standards.
5. Collection pond onsite in the southeast corner of the site with landscaping and lite fountains at night
6. Increased municipal water service and fire department siamese connections for automated sprinkler system in the existing and new additions
7. The new showroom will have a projected portico overhang from the structure for vehicle display for inclement weather.
8. The showroom and the new addition will be elevated above the existing frontage road and will have concrete retaining wall adjacent to the pond.

This enhanced new building will offer every customer expanded services and all lines of automobile and trucks and expanded accessories for their vehicles. These quality products with Mauer's quality services will make Mauer Chevrolet the leader in the twin cities and the state of Minnesota.

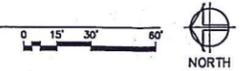
Billy and John look forward to September 1 start date and completion March 1, 2012. The commitment to the schedule has brought many of the building trades and the general contractor to work night and weekend shifts so that the services can still be offered to their customers.

1. Demolition of the existing showroom with increased capacity to show over 12 vehicles, SUV's and trucks
2. New offices for sales agents, owners and increased customer lounge areas with childrens playroom.
3. Training center for staff and customer use
4. All new construction will feature reinforced concrete masonry walls insulated with insulated curtain wall glazing around the three walls of the showroom with polished aluminum fascia.
5. A new quicklube addition will be constructed on the west side of the building offering lube, tire rotation and filter replacements
6. The service managers will have central glass location office which oversees each vehicle to determine the pace of work and review of each invoice. The invoices will be distributed along with the customer to the cashier counter.
7. The large service bay will be completely refurbished with new lightning; new epoxy floor finish; new auto and truck tandem poles lifts; new ceiling and wall finishes along with fire protection system and new energy efficient lighting.
8. The business cafe will feature various beverages and vending machines for customer and staff selection. The entire building will be wired with a wireless router for all Ipads, phones, and the business center. All sales agents can communicate with inventory manager, sales and service manager and both owners. Each technician can communicate with parts dept and service manager or other service technicians.
9. Sattelite communications will be installed to communicate with General Motors for vehicles; parts and delivery.
10. A 24hr. camera and security system will monitor the inventory lot and all access points to and from the building.
11. The entire service and supply parts will be refurbished with new lighting; fire protection system, new epoxy floors and all walls and ceilings and walls repainted.
12. LG large video tv's will be installed throughout the dealership for customer viewing
13. The owners will replace the entire roof insulation and membrane with increased resistant factor and long life cycle.
14. All new heating and cooling air handling units will have multizone capability and high SEER ratings bringing green architecture along with the new insulated walls; and insulated roof system.
15. The new curtain wall glass system will have low e argon blue tinted glass for energy conservation.
16. Mauer Chevrolet will expand additional services with this new and refurbished services with equipment in the car wash and added detailing bays for paint and interior fabric and carpet.
17. Glass breakage can be serviced here at the dealership with GM products



| SITE DATA | | |
|---|--------------|------------------------------|
| ZONING DISTRICT: B-3 | | |
| ZONING REQUIREMENTS | REQUIRED | PROVIDED |
| BUILDING SETBACKS | | |
| FRONT | 30' | 41', 103' |
| REAR | 30' | 387' |
| SIDE | 10' | 128' |
| PARKING SETBACKS | | |
| STREET | 10' | 0' (EXISTING) 10' (NEW) |
| INTERIOR LOT LINE | 5' | 0' (EXISTING) |
| SITE AREA | NONE | 335,804 S.F. (7.71 ACRES) |
| EXISTING BUILDING AREA | | 51,749 S.F. |
| PROPOSED ADDITION AREA | | 4,989 S.F. |
| TOTAL BUILDING AREA | | 56,738 S.F. |
| MAXIMUM IMPERVIOUS SURFACE (100%) | 335,804 S.F. | 311,182 S.F. |
| REQUIRED PARKING SPACES | | |
| AUTO SALES (1 SPACE PER 500 S.F.) | 33 | |
| MOTOR SERVICE STATION (8 SPACES PLUS 1 SPACE/800 S.F. OVER 1,000 S.F.) | 62 | |
| TOTAL SPACES REQUIRED | 95 | |
| SPACES PROVIDED | | 98 |
| INVENTORY SPACES | | 529 |
| TOTAL SPACES PROVIDED | | 627 |
| ACCESSIBLE PARKING SPACES | 4 | 4 |

1 SITE PLAN
A1.2 1"=30'-0"



SITE PLAN

Issue and Review:
CITY SUBMITTAL 6-20-11

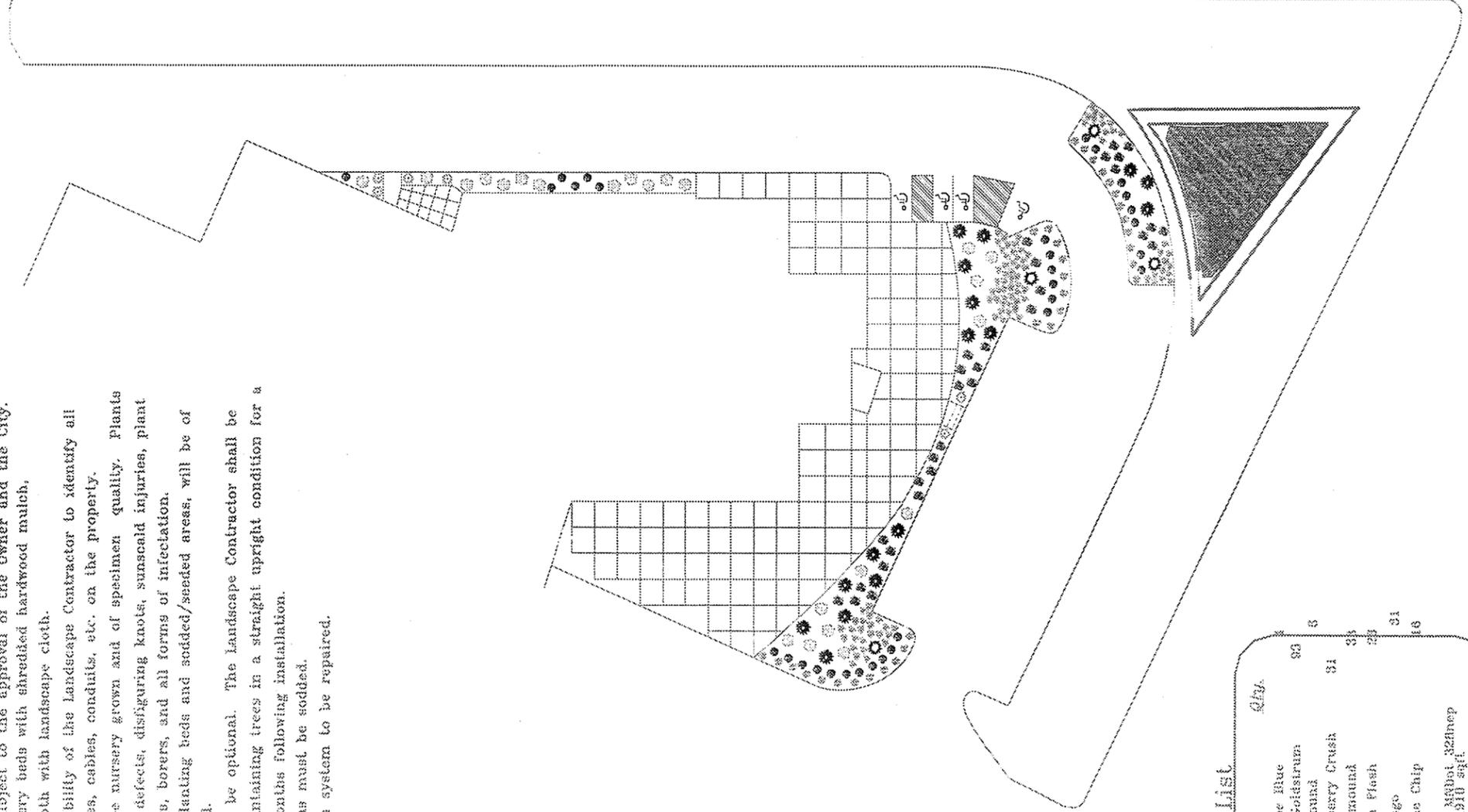
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Case no. in file: 51727-10149
Prepared by: JUL
Checked by:

SHEET

NOTES:

- Should a plant be unavailable at the time of installation, all substitutions are subject to the approval of the Owner and the City.
- Mulch all shrubby beds with shredded hardwood mulch, 4" depth OR 3" depth with landscape cloth.
- It is the responsibility of the Landscape Contractor to identify all underground utilities, cables, conduits, etc. on the property.
- All plants shall be nursery grown and of specimen quality. Plants shall be free from defects, disfiguring knots, sunscald injuries, plant diseases, insect eggs, borers, and all forms of infestation.
- Edging between planting beds and sodded/seeded areas, will be of a high quality vinyl.
- Tree staking shall be optional. The Landscape Contractor shall be responsible for maintaining trees in a straight upright condition for a period of twelve months following installation.
- All disturbed areas must be sodded.
- Existing irrigation system to be repaired.



Plant List

| NAME | Qty. |
|-------------------------|-------------|
| ☉ Spruce, Globe Blue | 83 |
| * Rudbeckia, Goldstrum | 5 |
| ☉ Pine, Slowground | 51 |
| * Rose, Starberry Crush | 33 |
| ☉ Spirea, Goldround | 33 |
| ☉ Spirea, Neon Flash | 31 |
| ☉ Weigela, Tango | 16 |
| * Juniper, Blue Chip | 16 |
| ■ Seeded w/ Mulch 32sqm | |
| | 1,910 sqft. |

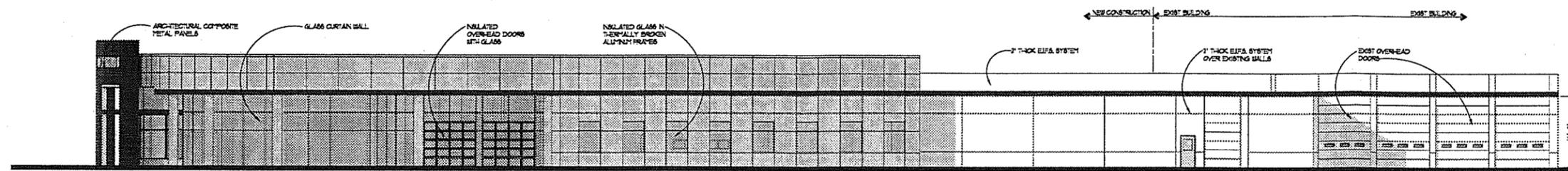
LANDSCAPE
Plan
Mauer Chen

DESIGNED BY
**Designs by Everette
Landscape & Irrigation**

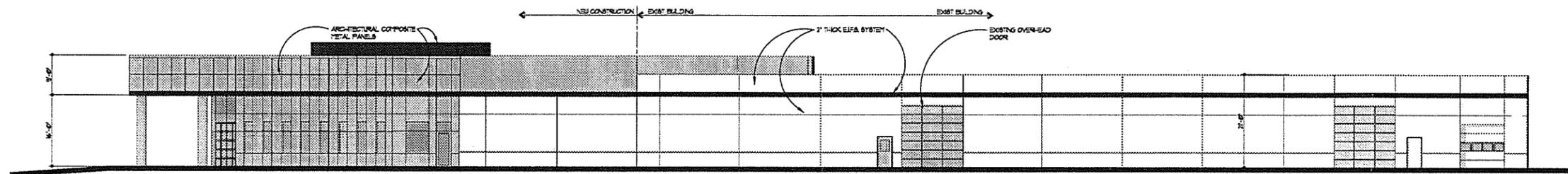
DESIGNED FOR
Zeman Construction Company
8906 15th Avenue North
Golden Valley, MN 55427
763-398-6923

PLAN #: Dbye-11-09
Revised

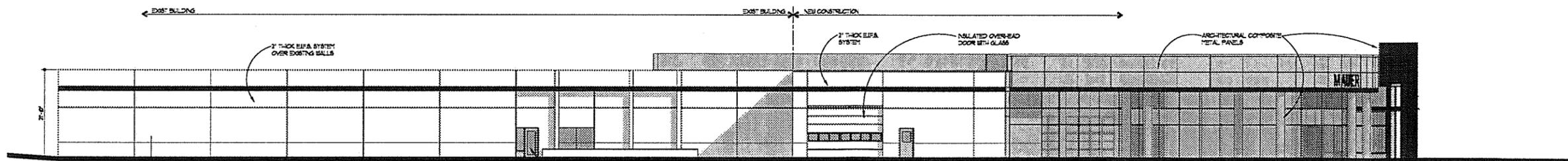
9.10.20



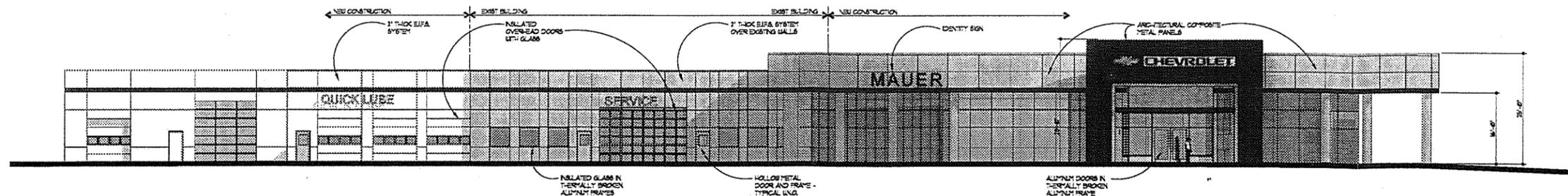
4 EAST ELEVATION
A3.1 3/32"=1'-0"



3 NORTH ELEVATION
A3.1 3/32"=1'-0"



2 WEST ELEVATION
A3.1 3/32"=1'-0"



1 SOUTH ELEVATION
A3.1 3/32"=1'-0"

ELEVATIONS

Scale of this set:
CITY SUBMITTAL 6-20-11

Checked by: 51727-10149

Drawn by: J.J.L.

Designed by:

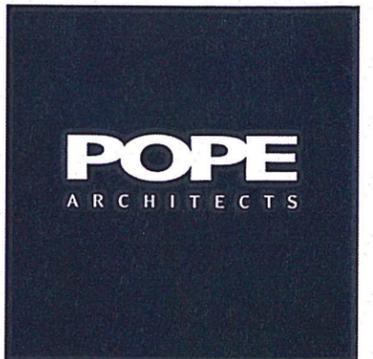
SHEET

A3.1



MAUER CHEVROLET

VIEW OF RETAINING WALL
070811



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

CONSIDER THE SECOND READING OF AN ORDINANCE TO AMEND THE CITY CODE, TITLE 1, CHAPTER 5, SECTION 1, MEETINGS

Meeting Date: August 8, 2011
Item Type: Regular
Contact: JTeppen, Asst City Admin
Prepared by:
Reviewed by:

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

PURPOSE/ACTION REQUESTED Consider the second reading of an ordinance amending the City Code, Title 1, Chapter 5, Section 1, Meetings.

SUMMARY The City Council has asked staff to prepare an ordinance amendment to change the City Council’s meeting times from 7:30 pm to 7 pm.

A notice of the proposed change was in the July/August issue of Insights that was delivered to residents on July 11. The notice is also on the home page of the City’s web site. To date no comments have been received by staff.

The first meeting that the time change would be effective is the regular meeting of September 12.

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

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 1, CHAPTER 5, SECTION 1, MEETINGS

The City Council of Inver Grove Heights does hereby ordain as follows:

Section 1. Amendment No. 1. Inver Grove Heights City Code Title 1, Chapter 5, Section 1 is hereby amended in its entirety to read as follows:

1-5-1: MEETINGS:

A. Regular Meetings: Regular meetings of the council shall be held on the second and fourth Mondays of each calendar month at seven thirty o'clock (7:30) (7:00) P.M. Any regular meeting falling upon a holiday shall be held as determined by the city council at the previous regular meeting. (1974 Code § 200.01).

Section 2. Effective Date. This Ordinance shall be in full force and effect from and after its passage and publication according to law.

Passed this 22nd day of August, 2011.

George Tourville, Mayor

ATTEST:

Melissa Rheame, Deputy City Clerk