

**OMNIBUS AGREEMENT BETWEEN
THE CITY OF MENDOTA HEIGHTS AND
THE BOARD OF WATER COMMISSIONERS OF THE CITY OF SAINT PAUL**

This Agreement, dated this _____ day of _____, 2015, is by and between the **BOARD OF WATER COMMISSIONERS OF THE CITY OF SAINT PAUL (“Board”)**, and the **CITY OF MENDOTA HEIGHTS (“Mendota Heights”)**.

WHEREAS, the Board has provided water services to properties located within the City of Mendota Heights continuously since 1962 pursuant to the terms of retail water service agreements between the Board and Mendota Heights, with the current agreement dated December 27, 1995 being scheduled to expire on December 26, 2015; and

WHEREAS, the Board and Mendota Heights have reached a mutual understanding by which the Board will continue to provide water services to properties within the City of Mendota Heights at water rates that will become equal to the rates charged to properties within the City of Saint Paul; Mendota Heights will have representation on the Board of Water Commissioners through suburban representation; and Mendota Heights will convey title to its water facilities to the Board.

NOW THEREFORE, in consideration of the respective covenants contained herein, Board and Mendota Heights do hereby agree as follows:

ARTICLE I

Section 1. EFFECTIVE DATE

This Agreement is effective on December 27, 2015, or after execution by the designated officials as authorized by resolution of the Board and Mendota Heights, whichever occurs last.

Section 2. EXISTING CONTRACTS SUPERSEDED

As of the effective date of this Agreement, all previous water service agreements and contracts existing between the Board and Mendota Heights shall be and are hereby superseded.

Section 3. BOARD REPRESENTATION BY MENDOTA HEIGHTS

An ordinance, approved on December 11, 1996 by the Saint Paul City Council, amended the Saint Paul Home Rule Charter to increase the membership of the Board of Water Commissioners and allowed the appointment of suburban representatives to said Board. In accordance with the terms of that amendment, the Board has increased its membership to seven (7) members. Of those seven (7) members, two (2) Non-Saint Paul resident members represent all suburban cities served by agreements similar to this Agreement, and this provision would apply to Mendota Heights. Mendota Heights will contract separately with the other suburbs with regard to representation.

In the event that the total number of residential water accounts plus commercial and industrial accounts (excluding auto-fire accounts) of communities located outside the City of Saint Paul and served by agreements similar to this Agreement exceeds forty-three percent (43%) of the total number of the Board's water accounts, the Board will seek to change the number of Saint Paul appointees to four (4) and the number of suburban representatives to three (3).

ARTICLE II

Section 1. BOARD TO EXTEND SERVICE TO MENDOTA HEIGHTS

The Board will extend its water service to properties located within the City of Mendota Heights subject to the rules and regulations enacted by the Board of Water Commissioners and in accordance with the terms of this Agreement.

Mendota Heights does hereby concur in the Board's extension of its water service and does hereby grant permission to the Board to construct, operate, maintain, repair, and replace water mains and other necessary appurtenances within the streets and rights-of-way of the City of Mendota Heights. The Board is responsible to provide an adequate quantity of water to properties located within the City of Mendota Heights, and to provide routine maintenance and repair to all of the facilities operated by Board in the supply of water, pursuant to the same terms, conditions, and policies that it follows for the provision of similar properties located within the City of Saint Paul.

Section 2. MENDOTA HEIGHTS MUNICIPAL CODE

The Board shall abide by the city of Mendota Heights Municipal Code when performing work in Mendota Heights' rights-of-way.

Mendota Heights agrees to waive permit fees required for utility work and excavation in Mendota Heights' rights-of-way for the duration of the phase-in schedule described in Article III, Section 1 of this agreement.

Section 3. CONSTRUCTION COORDINATION

In order to provide the greatest efficiency and to minimize traffic disruptions and replacement costs, Board shall perform water main replacement and/or other water system repair work in conjunction with Mendota Heights street paving projects whenever possible.

Section 4. AUTHORITY TO EXTEND SYSTEM

Mendota Heights does hereby agree that the Board has full and exclusive right to construct and maintain water piping in Mendota Heights' property and rights of way, including public easements, for extending the Board's water system to municipalities located beyond the corporate limits of Mendota Heights. Routing of mains and appurtenances shall be coordinated with Mendota Heights' City Manager, which approval shall not be unreasonably withheld or delayed. The Board shall be solely responsible for all costs associated with the construction of such water system extensions, including the design, construction, and street restoration.

Section 5. EXISTING MAINS AND APPURTENANCES OWNED BY MENDOTA HEIGHTS

Upon the effective date of this Agreement, the Board will assume the maintenance and repair of all the existing water mains, hydrants, service connections, tanks, and appurtenances. The Board recognizes that the appearance of the existing tank located at 2431 Lexington Avenue holds a special iconic value to the City of Mendota Heights. Therefore, any modifications that may significantly change its appearance shall require the approval of Mendota Heights, which approval shall not be unreasonably withheld.

Section 6. MENDOTA HEIGHTS TO CONVEY TITLE TO FACILITIES

Mendota Heights shall, by resolution of its City Council, and by appropriate deed of conveyance acceptable to the Board, convey to the Board all of its rights, title, and interest to all water mains, hydrants, service connections, tanks, and appurtenances owned by Mendota Heights including all easement rights held by Mendota Heights for the purpose of installing, repairing, maintaining, or replacing public water mains and appurtenances. It is intended by the parties hereto that the said conveyances shall be free and clear of all liens and encumbrances whatsoever, and thereafter title shall remain with the Board except as may be otherwise provided by the terms of this Agreement.

Section 7. EASEMENT AT TANK SITE

Mendota Heights agrees to provide an easement, in a separate recordable document, to the Board for purposes of access and maintenance at the water tower tank site located at the northwest quadrant of the intersection of Medallion Drive and Lexington Ave S in the City of Mendota Heights to be in effect by the date of execution of this Agreement.

ARTICLE III

Section 1. WATER RATES

Commencing December 27, 2015, water rates, surcharges, and fees charged by the Board to properties located within the City of Mendota Heights shall be adjusted to the following Phase-In Schedule:

PHASE-IN SCHEDULE

December 27, 2015 through December 26, 2016 – 120 percent of Saint Paul rate

December 27, 2016 through December 26, 2017 – 120 percent of Saint Paul rate

December 27, 2017 through December 26, 2018 – 120 percent of Saint Paul rate

December 27, 2018 through December 26, 2019 – 118 percent of Saint Paul rate

December 27, 2019 through December 26, 2020 – 118 percent of Saint Paul rate

December 27, 2020 through December 26, 2021 – 114 percent of Saint Paul rate

December 27, 2021 and thereafter – 100 percent of Saint Paul rate

Saint Paul Regional Water Services (“SPRWS”) performed an assessment of Mendota Heights water facility assets and identified certain assets that are deemed to be deficient and require upgrade or replacement. All assets not so identified, including the water tower, have been determined to be in acceptable condition and are not in need of improvement at the time of acquisition. The Board recognizes Mendota Heights’ renovation of the water tower in 2010. Funds generated from water rates greater than 100 percent of the Saint Paul Rate shall be used to compensate the Board for certain additional costs it agrees to assume pursuant to this Agreement, which costs are more fully described in Article III Sections 2 through 4 of this Agreement. The board shall have full authority in the scheduling and performance of the corrective work.

Section 2. DEFICIENT MAINS

Deficient water mains based on break history, a pipe failure predictability model, and SPRWS Standard for the Installation of Water Mains, as identified in Exhibit “A”, attached hereto and incorporated herein, shall be replaced at Board expense.

Mendota Heights shall pay the costs to adjust the depth on segments of main with non-conforming earth cover as listed in Exhibit “B”, attached hereto and incorporated herein.

Mendota Heights is responsible to manage and maintain water main easements such that the Board has ready access to conduct water facility maintenance, repair, and replacement or relocation activities. However, extraordinary costs due to the existing placements of water mains or services in non-conforming public water main easements as listed in Exhibit “C” shall be the responsibility of the Board.

Section 3. WATER SERVICES WITH HISTORY OF FREEZING

The Board shall be responsible for the costs of replacing, lowering, and/or insulating the water services to those services listed in Exhibit “D”, attached hereto and incorporated herein, which have a history of freezing.

Section 4. ANTENNAE

Extraordinary costs incurred in the maintenance of existing or future tanks serving Mendota Heights due to the placement of antennae facilities on or near such tanks shall be the responsibility of the Board, excepting those costs previously made the responsibility of any lessees as a course of existing and/or future leases entered into between Mendota Heights and a third party.

ARTICLE IV

Section 1. CONSOLIDATION OR ACQUISITION; MENDOTA HEIGHTS' OPTIONS

In the event that the Board ceases to operate in its present form due either to consolidation with a local or regional authority or to an acquisition of its assets by another entity (together referred to as "Alternate Authority"), it is the intent of the Board and Mendota Heights to protect the rights of Mendota Heights properties to the continued supply of an adequate water service as well as to adequately compensate Mendota Heights for its previous investments in the water facilities located within its boundaries. The rights and liabilities of this Agreement are not transferable or assignable by either party without the written consent of the other.

Therefore, to the extent legally permissible the Board shall insure that in the event of any such consolidation or acquisition, Mendota Heights may choose to terminate this Agreement and reacquire the system, or negotiate a new water service agreement with the Alternate Authority.

In the event Mendota Heights should elect to terminate this Agreement, then and in that event, it is hereby agreed that:

- a) The Board shall for the sum of one dollar (\$1.00), reconvey title to the facilities and real estate previously conveyed by Mendota Heights, pursuant to Article II, Section 6 of this Agreement; and
- b) The Board shall request, to the extent legally permissible, that the Alternate Authority execute a water service contract with Mendota Heights so as to continue to provide an adequate water service to properties located within Mendota Heights; and

- c) The Board shall be compensated for the depreciated value of all water mains and other water service facilities, including water meters, hydrants, and other appurtenances, constructed or caused to be constructed by the Board to serve the Mendota Heights water system from and after the effective date of this Agreement. The Board shall receive such compensation from the Alternate Authority and not from Mendota Heights.

In the event that Mendota Heights elects not to terminate this Agreement, the Board shall require that the Alternate Authority assume the Board's contractual obligations as set forth in this Agreement, and shall require that Mendota Heights be compensated for the amortized value of the facilities and real estate previously conveyed to the Board pursuant to Article II, Section 6, of this Agreement.

Section 2. FACILITIES INVESTMENT

The Board shall monitor and track all water system infrastructure investments within Mendota Heights to identify to what degree those investments benefit Mendota Heights.

The Board shall monitor and track its investments in the water system, treatment plant, and transmission mains outside of Mendota Heights to identify to what degree those investments benefit Mendota Heights. The Board shall determine the asset value of Mendota Heights' existing water system in order to assist Mendota Heights in determining whether to enter into a new agreement with the Alternate Authority, or to regain ownership of the system.

ARTICLE V

Section 1. MAINS CONSTRUCTED BY MENDOTA HEIGHTS

When Mendota Heights installs new water mains, service connections, and/or appurtenances for the distribution of water within the corporate limits of Mendota Heights, all construction shall be in accordance with Board standards. Plans of all extensions to the water system by Mendota Heights shall be submitted for approval to the Board before advertising for bids, awarding contracts, or beginning of actual construction. This initial construction for water system expansion shall be considered development costs and shall be provided at no expense to the Board. Costs for engineering plan review, inspection and other miscellaneous activity by Board forces required by the water system expansion shall be reimbursed to the Board.

Mendota Heights agrees to provide the Board with “as-built plans” of all such extensions of the water system.

Section 2. NEW FACILITIES; FURNISHED BY THE BOARD

The Board may construct and maintain new water service facilities and appurtenances, including all extensions of such facilities and appurtenances. Title to all such facilities shall be held by the Board.

Section 3. WARRANTY

The Board and Mendota Heights further agree that as Mendota Heights constructs and contracts for the construction of new mains, services, and/or appurtenances to be connected to the system and supplied with water by the Board, that the Board shall not be responsible for the maintenance or repairs to such newly constructed additions to the water supply system until one (1) year from the date the same have been placed in operation, or until the Board has notified Mendota Heights in writing of the acceptance of such installation, whichever date is earlier. At such time that the Board assumes responsibility for the maintenance and repair of said new water system facilities, Mendota Heights will convey said facilities to the Board according to the conditions of Article II, Section 6.

Section 4. STANDARDS

Water mains, services, and appurtenances shall be in conformity with the established standards, rules, and regulations as are in effect at the execution of this Agreement or as may thereafter be established by the Board.

Mendota Heights and Board staff shall meet upon the request of either party to discuss standards relating to water system construction. Where differences in standards are not resolved at the staff level, the Board shall have the ultimate authority for determining such standards.

Section 5. SERVICE CONNECTION APPLICATIONS

New applications for water service connections shall be made to and through the Board, and each applicant shall furnish the Board a certified street address established by Mendota Heights. No new service connection work shall be performed by Mendota Heights or its agent

until the Board's application process has been completed and inspection of the installation work scheduled by the Board.

Section 6. SERVICE CONNECTIONS – INSTALLED BY BOARD

It is agreed that, except in those projects which may be mutually designated by the parties, all service connections from the main to the property line shall be installed by Board forces under rules identical with those in effect in the City of Saint Paul, or as may hereafter be modified by the Board. The charges for such service connections shall be in accordance with charges established from time to time by the Board.

Section 7. SERVICE CONNECTION GUARANTEE BY BOARD

The Board shall make all necessary repairs and maintenance to that part of the service connection located within the public right-of-way, under rules identical with those in effect in the City of Saint Paul. This requirement shall apply to all existing and future service connections constructed to Board standards. Service connections from private mains or a system not served by the Board's water supply shall not be so guaranteed.

Section 8. PIPING, FIXTURES, ETC.

Mendota Heights shall, by the enactment of suitable rules, regulations, or ordinances, require that all piping, fixtures, accessories, or on premises piping in any manner connected to the public water system supplied by the Board, shall be of the same materials, installed in the same manner, and meet the same standards as are required for the same or similar work in the City of Saint Paul.

Section 9. RIGHT TO INSPECT

The Board, through its officers, agents, and employees, shall have the right at all times to examine, inspect, and test any materials or workmanship used, or to be used, in connection with the water system within Mendota Heights and supplied with water by the Board, or connections thereto, for the purpose of determining whether or not they comply with the foregoing provisions. For the same purpose, the Board shall have the right to examine and inspect the

materials, workmanship, and method of installation of plumbing connections to said water system.

ARTICLE VI

Section 1. ANTENNAE

Mendota Heights shall transfer to the Board all ownership rights to Mendota Heights' water service facilities, including easements and access rights for the transmission and reception of radio communication signals in and on its water tower, located at 2431 Lexington Avenue South ("Tank"). However, because Mendota Heights desires to retain control over the placement of antennae on the Tank after such ownership has been transferred to the Board, the Board agrees to enter into a site lease agreement with Mendota Heights, which grants back to Mendota Heights the right and authority for placement of existing and future antennae on the Tanks ("Site Lease"). The parties shall execute said Site Lease, identified as Exhibit "E," attached hereto and incorporated herein, as part of this Agreement. In said Site Lease, the parties agree that, prior to approval by Mendota Heights of third-party sub-lease agreements for the placement of antennae or any other facilities on the Tank, Mendota Heights shall first submit proposed plans and said third-party sub-lease agreements to the Board for prior review and approval, which approval shall not be unreasonably withheld.

The parties further agree in said Site Lease that, due to the increased administrative, impact review, maintenance, liability, staff, and other costs associated with such placements, Mendota Heights shall compensate the Board by paying to it fifty percent (50%) of the total revenues received from any and all such activities. The Board shall initially collect payment as part of Article III, Section 1, Phase-In Schedule in the amounts shown in Exhibit "F". Pursuant to said Site Lease, beginning December 26, 2020, Mendota Heights shall pay directly to the Board fifty percent (50%) of said gross revenues within thirty (30) days of receipt of same.

Section 2. STORAGE IN TANK COLUMN/TANK GROUNDS ACCESS

Mendota Heights presently uses the column base of the Tank for storage. Mendota Heights and the Board shall execute a separate agreement that shall establish a lease for one dollar (\$1.00) allowing Mendota Heights to continue storage of equipment in the column of the

Tank. Said lease shall identify the responsibilities and obligations of both Mendota Heights and the Board concerning equipment storage.

As part of said lease, Mendota Heights will be responsible for maintenance of the grounds including turf and roadway access to the tank within the easement conveyed to the Board.

ARTICLE VII

Section 1. RIGHT-OF-WAY

All expenses or costs accruing to the water system in Mendota Heights, which result from the maintenance, reconstruction, grinding, overlaying, or paving of public streets, alleys, or rights-of-way resulting from the action of Mendota Heights, County of Dakota, or State of Minnesota, shall be the responsibility of Mendota Heights.

Changes proposed by Mendota Heights, County of Dakota, or State of Minnesota to the elevation of public streets, alleys, or rights-of-way where water system facilities are situated shall be reviewed and approved in advance by the Board. The Board and Mendota Heights agree that the Board's standards pertaining to elevation changes, grades, and earth cover over water system facilities shall apply to all said elevation change proposals. Where elevation changes are greater than the parameters outlined in the Board's standards, all expenses or costs accruing to the water system in Mendota Heights shall be the responsibility of Mendota Heights.

Section 2. ACCESS TO INFRASTRUCTURE

Mendota Heights shall allow the Board uninterrupted access to all water mains, hydrants, service connections, tanks, and appurtenances within the public streets, alleys, or rights-of-way under the jurisdiction of the City of Mendota Heights.

Section 3. PUBLIC WATER MAIN EASEMENTS

Mendota Heights warrants that all public water mains and appurtenances outside public street rights-of-way are situated within perpetual easements guaranteeing access rights for the purpose of maintenance, repair, or replacement of such mains and appurtenances.

ARTICLE VIII

Section 1. BOARD TO FURNISH METERS

The Board shall furnish, install, retain title to, and maintain all water meters required by the Board for its domestic and commercial water service accounts to properties located within the City of Mendota Heights.

Section 2. BILLING AND COLLECTION

The Board shall have full responsibility for reading water meters and billing and collection of accounts, pursuant to the rules, regulations, statutes, and policies of the Board.

Mendota Heights shall immediately adopt an ordinance giving the Board authority to certify past due billed charges to Dakota County for collection with property taxes. Any unpaid bills shall become a continuing lien on the property. Mendota Heights shall indemnify, defend, and hold harmless the Board against any claim, action or lawsuit brought to dispute any such certification or unpaid bill. Upon receipt by Mendota Heights or the Board of such claim, action, or lawsuit, Mendota Heights shall reimburse the Board the full amount of the disputed certification to the extent Mendota Heights has received those funds.

Section 3. OPTIONAL BILLING AND COLLECTION SERVICES

Mendota Heights may choose to have the Board perform additional billing services (for example; sanitary sewer or storm water billing). If Mendota Heights makes this selection, the parties shall execute a written addendum to this Agreement, which shall specify the responsibilities of each party with regards to such additional billing services.

Section 4. WATER SURCHARGE

Mendota Heights has established a water surcharge equal to ten percent (10%) of the charge imposed for water supplied to properties within the City of Mendota Heights ("Mendota Heights Water Surcharge"). Mendota Heights will pay the Board a monthly payment equal to two percent (2%) of the total monthly Mendota Heights Water Surcharge collections.

The Board will send a monthly payment to Mendota Heights equal to the amount of collections received during the month (less the two percent (2%) for billing and collection) on or before the 15th day of the following month.

Section 5. BILLING INSERTS

Mendota Heights may provide materials to be inserted with the water bills of customers located within Mendota Heights, with the prior approval of the Board, at a reasonable charge to Mendota Heights for the cost of such bill-stuffing process. Said material shall not cause the mailing to exceed the postal weight limit.

ARTICLE IX

Section 1. SUPPLEMENTAL WATER SUPPLY

No supplemental supply of water shall be connected to the water system being served by the Board without the prior written approval of the Board.

This Agreement shall not preclude Mendota Heights from obtaining a portion of its water from any source approved by the Minnesota Department of Health in areas where water supply from the Board is impractical or unworkable, or in case a central water supply system is constructed and installed for a housing development prior to the extension of water mains supplying the area with water provided by the Board. However, in no case shall there be direct connections between the Board's supply system and other supply systems, and when the Board's supply system is practical and workable, the other supply shall be discontinued and disconnected, at no cost to the Board. Existing private wells are exempted from this requirement, and no direct connection to the Board's supply shall be permitted.

ARTICLE X

Section 1. RULES AND REGULATIONS.

The use and distribution of water in Mendota Heights derived from the supply furnished from the Board shall at all times be governed by rules, regulations, policies, and conditions which the Board has heretofore adopted for the City of Saint Paul, or which it may hereafter adopt concerning the preservation, regulation, and protection of its water supply, including water

waste, water conservation, sprinkling restrictions and water use for air conditioning equipment; and as more fully detailed in the most recent version of “Title XI – Water Utility, Legislative Code of the City of Saint Paul” and “Saint Paul Regional Water Services Standards for the Installation of Water Mains”. Mendota Heights shall be notified of any consumption or usage restrictions adopted by the Board prior to its implementation.

Mendota Heights shall enact such rules, regulations, policies, and conditions into ordinances, make them legally effective and binding, and shall provide the Board with copies thereof. Within sixty (60) days after the effective date of this Agreement Mendota Heights shall also enact any amendments thereto adopted by the Board within sixty (60) days after being notified of such adoption, and shall adopt suitable penalties for the violation of rules, regulations, policies, and conditions, and shall strictly enforce such rules, regulations, and requirements.

Section 2. BOARD’S JURISDICTION IN MENDOTA HEIGHTS

It is further agreed that the Board, through its officers, agents, and employees, shall have the same authority and jurisdiction in the enforcement of such rules and regulations in Mendota Heights that the Board has in the City of Saint Paul.

Section 3. MENDOTA HEIGHTS’ PERMITTING AUTHORITY

Mendota Heights does issue permits to other governmental and private agencies for the installation of natural gas, telephone, cable, and other facilities. Mendota Heights shall cooperate with the Board to assure no location conflicts occur. Mendota Heights shall cooperate to the fullest extent possible in protecting the water system by ensuring facility installation, replacement or repair is permitted in strict accordance with the Board’s standards and performing the terms and conditions of this Agreement.

ARTICLE XI

Section 1. HYDRANTS

Hydrant use for purposes other than firefighting by Mendota Heights shall be subject to the same rules and regulations applied by the Board in the City of Saint Paul. Mendota Heights

Fire Department requires hydrants with one (1) large and two (2) small nozzles, and the Board shall maintain the water system with this type of hydrant.

Section 2. INSPECTION OF HYDRANTS

Board forces shall perform an annual inspection of all standard public hydrants in Mendota Heights. Repair and maintenance work, except for painting, required on all standard public hydrants in Mendota Heights shall be performed by Board forces in the same manner as that same work is performed in the City of Saint Paul.

Section 3. PAINTING OF HYDRANTS

Mendota Heights shall paint all public hydrants in Mendota Heights, and shall do so in accordance with the Board's established standards for such work. Mendota Heights shall notify Board staff of its schedule to perform such painting prior to commencement. Mendota Heights may designate a hydrant cap color code to distinguish dead end mains, circulating mains, and other selected criteria.

Section 4. HYDRANT NOZZLE THREADS

The Board recognizes the Saint Paul Standard for hydrant nozzle threads as selected by Mendota Heights for hydrants within the city of Mendota Heights. All new and replacement hydrants shall include one Storz connection.

Section 5. RELOCATIONS AND ADJUSTMENTS

Where relocations or adjustments of hydrants are necessary due to public works projects, or for other reasons, Board forces shall perform the required work and Mendota Heights shall reimburse the Board for all costs and expense thereof.

Section 6. FIRE USE

In consideration for Mendota Heights' agreement to paint all standard and non-standard hydrants, the Board shall not charge Mendota Heights for water used for municipal firefighting and fire equipment testing.

Section 7. STREET CLEANING

Mendota Heights agrees to keep a record of all water used for street sprinkling, street flushing, sewer maintenance, and/or any related uses and to pay for the same annually to the Board.

Section 8. LOCATION MARKERS

Where it is necessary for the location of hydrants to be marked with flags, signage, etc. for firefighting or other purposes, Mendota Heights shall pay for said markers and assume the costs thereof, including installation, maintenance, and liability.

Section 9. SNOW REMOVAL

Any snow removal from and around fire hydrants for any purpose shall be performed by Mendota Heights at its sole expense.

Section 10. HYDRANT SPACING

Mendota Heights staff (including emergency services) has reviewed the hydrant spacing throughout the water system and has determined that the current hydrant spacing is adequate. Hydrants with a spacing of greater than 700 feet are listed in Exhibit "G", attached hereto and incorporated herein. The cost of future changes to hydrant spacing requested by Mendota Heights shall be borne in total by Mendota Heights. When requested by the Board, the cost to provide hydrant spacing reduction shall be borne in total by the Board.

ARTICLE XII

Section 1. AGREEMENT AMENDMENTS

Mendota Heights and the Board agree that from time to time changes to this Agreement may be necessary. Mendota Heights and the Board agree that said changes shall be in the form of written addendums to this Agreement and shall be valid only when duly approved by and executed on behalf of the respective parties.

ARTICLE XIII

Section 1. NOTICES

In the event that Mendota Heights should deem that the Board has failed in its obligations to supply an adequate water supply and normal maintenance of the facilities, or should find cause that the Board is failing in its provision of services, Mendota Heights shall notify the Board in writing, setting forth the specific details of any such claim of failure(s). Notices shall be sent by certified mail to the parties at the following addresses:

Mendota Heights City Administrator
1101 Victoria Curve
Mendota Heights, MN 55118

General Manager
Board of Water Commissioners
1900 Rice Street
Saint Paul, MN 55113

Section 2. CORRECTIVE ACTION

Board shall undertake to correct the claimed failure(s) within sixty (60) days from the date it receives said written notification. The Board shall notify Mendota Heights in writing within the specified sixty (60) day period what necessary corrective actions have been taken, if any, and any explanation if the Board disagrees with Mendota Heights' claim of failure(s).

Section 3. MEDIATION

Following the specified sixty (60) day period, if Mendota Heights deems that sufficient corrective actions have not been taken, it may require that its claim of failure(s) be submitted to mediation by a panel of three (3) persons. Mendota Heights and the Board may each appoint a representative to the panel, and those two appointed representatives shall select the third member. The mediation panel shall provide a reasonable opportunity to both Mendota Heights and the Board to express its opinions and facts regarding whether the Board is adequately and reasonably performing its obligations under this Agreement. The mediation panel shall submit its written findings, conclusions, and recommendations to Mendota Heights and the Board within sixty (60) days after the parties' presentation of facts. By agreeing to this provision, neither

party forfeits any rights it may have to fully pursue any claim to the fullest extent provided by law.

Section 4. OPTION TO TERMINATE; FIVE-YEAR NOTICE

Mendota Heights may elect to terminate this Agreement by giving written notice to that effect via certified mail to the Board. Notice of termination shall specify the effective date of termination, which in any event shall not occur until at least five (5) years following the date of election to terminate.

Section 5. RECONVEYANCE; COMPENSATION

Upon the effective date of termination of this Agreement, Board will reconvey title to the facilities previously conveyed by Mendota Heights pursuant to Article II, Section 6 of this Agreement for the sum of \$1.00, and Mendota Heights will compensate the Board for depreciated value of all water service facilities, including water mains, hydrants, water tower, and other appurtenances constructed by the Board to serve the Mendota Heights system from and after the date of the execution of this Agreement. Such compensation shall be reduced by the amount of funds received by the Board, pursuant to Article III, Section 1 Phase-In Schedule and as itemized in Exhibits A, B, C, and D for the correction of facilities or circumstances, which have remained unused for their intended purpose at the time of termination.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the dates listed below.

Approved as to form:

**BOARD OF WATER COMMISSIONERS OF
THE CITY OF SAINT PAUL**

By: _____
Stephen P. Schneider, General Manager
Saint Paul Regional Water Services

By: _____
Matt Anfang, President

Date: _____

Date: _____

By: _____
Lisa Veith
Assistant City Attorney

By: _____
Mollie Gagnelius
Secretary

Date: _____

Date: _____

By: _____
Todd Hurley
Director, Office of Financial Services

Date: _____

Approved as to form:

CITY OF MENDOTA HEIGHTS

By: _____
City Attorney

By: _____
Sandra Krebsbach
Mayor, City of Mendota Heights

Date: _____

Date: _____

By: _____
Mark McNeill
City Administrator, City of Mendota Heights

Date: _____

Exhibit A

Deficient Mains

ON STREET	LOCATION	LENGTH	COST/FT	TOTAL COST
BROMPTON PL	SIBLEY MEMORIAL HWY TO 220' S	238	\$ 150.00	\$ 35,700.00
APACHE ST	300' N OF CHEYENNE TO KEOKUK	1755	\$ 150.00	\$ 263,250.00
APACHE ST	KEOKUK TO PUEBLO	770	\$ 150.00	\$ 115,500.00
AZTEC LN	100' N OF CREEK TO HOKAH	1140	\$ 150.00	\$ 171,000.00
AZTEC LN	HOKAH TO CUL-DE-SAC	310	\$ 150.00	\$ 46,500.00
CHEYENNE LN	200' E OF PONTIAC PL TO APACHE ST	1250	\$ 150.00	\$ 187,500.00
CREEK AVE	AZTEC TO DODD	750	\$ 150.00	\$ 112,500.00
DECORAH LN	PUEBLO TO PONTIAC	760	\$ 150.00	\$ 114,000.00
EASEMENT 629	FOX TO DODD	325	\$ 150.00	\$ 48,750.00
FOX PL	CREEK TO AZTEC	800	\$ 150.00	\$ 120,000.00
HOKAH AVE	AZTEC TO DODD	325	\$ 150.00	\$ 48,750.00
KEOKUK LN	PUEBLO LN TO APACHE	850	\$ 150.00	\$ 127,500.00
KEOKUK LN	W OF PUEBLO DR	100	\$ 150.00	\$ 15,000.00
KEOKUK LN	APACHE TO PUEBLO DR	450	\$ 150.00	\$ 67,500.00
MOHICAN CT	PUEBLO LN TO 450' S	450	\$ 150.00	\$ 67,500.00
MOHICAN LN	PUEBLO LN TO PUEBLO DR	900	\$ 150.00	\$ 135,000.00
NAVAJO LN	PONTIAC TO PUEBLO	650	\$ 150.00	\$ 97,500.00
OCALA LN	PONTIAC TO 200' E	350	\$ 150.00	\$ 52,500.00
PONTIAC PL	CHEYENNE TO APACHE ST	1200	\$ 150.00	\$ 180,000.00
PUEBLO DR	KEOKUK TO MOHICAN	275	\$ 150.00	\$ 41,250.00
PUEBLO DR	S OF MOHICAN	150	\$ 150.00	\$ 22,500.00
PUEBLO LN	DECORAH TO MOHICAN	1100	\$ 150.00	\$ 165,000.00
PUEBLO LN	S OF MOHICAN	150	\$ 150.00	\$ 22,500.00
DECORAH LN	INTERSECTION OF APACHE ST	40	\$ 150.00	\$ 6,000.00
EASEMENT 649	AZTEC TO APACHE	600	\$ 150.00	\$ 90,000.00
EASEMENT 450	INTERMEDIATE EASEMENT	400	\$ 150.00	\$ 60,000.00
TOTAL LENGTH		16088		\$ 2,413,200.00

Exhibit B
Excessive Depth

ON STREET	LOCATION	LENGTH	COST
EASEMENT 568	EASEMENT 568-3 TO EAGLE RIDGE	580	\$ 7280.00
DELAWARE AVE	DODGE TO HUBER	2250	\$ 93,275.00
	TOTAL LENGTH	2335	\$ 100,555.00

Exhibit C

Non-conforming Easements

1. North of Diane Rd from Wachtler Rd to Victoria Rd
East/west section through trees and brush, with a creek and difficult slopes
\$97,500.00
2. Between Deer Trail Ct and Deer Trail Pt cul-de-sacs
Through private property of 825 Deer Trail PT., with trees and difficult access
\$25,000.00
3. Eagle Ridge Townhomes
Through private yards and driveways, difficult access between buildings and retaining walls
\$104,400.00
4. Southerly portion of 1500 Commerce Dr
Under storm water pond
\$41,600.00
5. Between Field Stone Ct and Pond Circle cul-de-sacs
Through private yards and driveways with difficult access to middle section
\$14,150.00
6. North of Highway 110 between Crown Point Dr and Wachtler Ave
Through a wetland
\$369,000.00
7. North from Glenhill Rd cul-de-sac to 1889 Hunter Ln
Through private properties with large trees and landscaping
\$49,500.00

TOTAL \$701,150.00

Exhibit D

Services with a history of freezing

<u>ADDRESS</u>	<u>COST</u>	<u>COUNT</u>	<u>YEAR</u>
1016 WINDWOOD CT	\$2,500.00	1	2014
1046 LONDON RD	\$2,500.00	2	2014
1070 CHIPPEWA AVE	\$2,500.00	1	1977
1105 DODD RD	\$2,500.00	2	2014
1415 DODD RD	\$2,500.00	1	1977
1483 DODD RD	\$2,500.00	1	2014
1516 VANDALL ST	\$2,500.00	1	1991
1665 S LEXINGTON AVE	\$2,500.00	1	1994
1818 FARO LN	\$2,500.00	1	1977
1818 TWIN CIRCLE DR	\$2,500.00	1	2014
1821 TWIN CIRCLE DR	\$2,500.00	2	1979
2330 APACHE ST	\$2,500.00	1	2014
2330 ROGERS AVE	\$2,500.00	3	1978
2331 APACHE ST	\$2,500.00	1	2014
2350 PUEBLO DR	\$2,500.00	1	2014
552 MIRIAM ST	\$2,500.00	2	1979
596 MAPLE PARK DR	\$2,500.00	1	2014
6 BEEBE AVE	\$2,500.00	3	2014
601 W EMERSON AVE	\$2,500.00	1	2014
614 W BUTLER AVE	\$2,500.00	2	1979
654 1ST AVE	\$2,500.00	1	1977
668 1ST AVE	\$2,500.00	1	2014
678 3RD AVE	\$2,500.00	1	1977
685 CALLAHAN PL	\$2,500.00	1	1971
720 W WENTWORTH AVE	\$2,500.00	1	2014
731 KEOKUK LN	\$2,500.00	1	2014
743 KEOKUK LN	\$2,500.00	1	2014
TOTAL	\$80,000.00		

Exhibit E

LEASE AGREEMENT

Between Board of Water Commissioners of the City of Saint Paul and The City of Mendota Heights

This Lease Agreement (“Lease”) is entered into this ____ day of _____, 2015, between the **BOARD OF WATER COMMISSIONERS OF THE CITY OF SAINT PAUL**, a Minnesota municipal corporation (“Lessor”), and **THE CITY OF MENDOTA HEIGHTS**, a Minnesota municipal corporation (“Lessee”).

Lessor and Lessee have previously entered into an Omnibus Agreement dated _____, 2015 (“Omnibus Agreement”) whereby Lessee, in addition to various obligations and agreements, agrees to transfer to Lessor title and ownership of the Lessee’s water tower located at 2431 Lexington Avenue, Mendota Heights, Minnesota; and whereby Lessor, in addition to various obligations and agreements, agrees to lease space on the water tower back to Lessee so that Lessee may maintain its existing antenna site leasing program at that location.

In consideration of the terms and conditions of this Lease, the parties agree as follows:

1. Leased Premises.

- (a) Lessor hereby leases to Lessee certain space located at and on Lessor’s water tower at 2431 Lexington Avenue. The water tower and its appurtenances (together, the “Structure”), are situated within an easement granted to Lessor by Lessee, as required by Article II, Section 7 of the Omnibus Agreement (the “Easement Area”),
- (b) The interest leased and granted by the Lessor to Lessee (collectively, the “Leased Premises”) consists of the following:
 - (1) Structure exterior for attachment of antennas and appurtenances;
 - (2) Space required for cable runs to connect antennas and appurtenances to ground equipment situated at grade;
 - (3) At-grade space within the dry fluted column of the water tower for storage of property owned by Lessee, amount and location of which to be approved by Lessor. Lessee agrees that at no time shall such property storage adversely affect Lessor’s access to any portion of the Structure
- (c) No other space or property interests are being leased to Lessee.

2. Term

- (a) Following execution of this Lease by the authorized parties, the term of this Lease shall commence on the same date the Omnibus Agreement between Lessor and Lessee becomes effective (“Commencement Date”) and shall be effective until terminated by the parties in accordance with this Lease or upon termination of the Omnibus Agreement.

3. Lease Compensation.

- (a) Lessee shall make all payments of compensation to Lessor at the following address or until otherwise notified of a change in address:

Board of Water Commissioners
Attn: SPRWS Accounting
1900 Rice Street, Office Building
Saint Paul, Minnesota 55113

- (b) Lessor's FIN number is # 41-6005521.
- (c) Lessee shall compensate Lessor by paying to it fifty percent (50%) of the total revenues received from any and all sublease activities, which payment shall initially be collected by the Lessor as a part of the Omnibus Agreement, Article III, Section 1, Phase-in Schedule, for the years 2016 through 2021. Thereafter, pursuant to this Lease, Lessee shall pay directly to Lessor fifty percent (50%) of the said total revenues, beginning January 1, 2022, within thirty (30) days of receipt of the same.
- (d) In the event that a sublease should become suspended, terminated or expired, Lessee shall continue to owe Lessor compensation as if such sublease was still in effect until the date that all such sub-lessee's facilities are removed from the Leased Premises.

4. Use of Leased Premises.

(a) Primary Use of Structure

The primary use and purpose of the Structure, including the Leased Premises, is for a water storage structure and appurtenances to provide water service to customers of the Lessor ("Primary Use"). Lessor's operations in connection with pursuit of the Primary Use ("Lessor's Operations") take priority over Lessee's operations and Lessor reserves the right to take any action it deems necessary, to repair, maintain, alter, or improve the Structure in connection with the Primary Use.

(b) Jeopardy of Primary Use

- (1) In the event that the Lessor's Primary Use of the Structure is put at risk because of Lessee's operations ("Jeopardy"), Lessor shall provide written notice of such event to Lessee. Lessor and Lessee agree to work together to cure the occurrence that causes the Jeopardy. Lessee shall make all good efforts to cure the Jeopardy within thirty (30) days of receipt of written notice of event. If Lessee does not cure the Jeopardy within thirty (30) days of receipt of written notice of event, said occurrence of Jeopardy shall constitute an event of default by Lessee, as otherwise defined in *Section 20. Termination*. If circumstances beyond the control of Lessee prohibit the Jeopardy from reasonably being cured within thirty (30) days, Lessee shall notify Lessor of such circumstances and commence actions required to cure the Jeopardy (e.g. assessing the problem, ordering necessary equipment) within seven (7) days of

Lessor's written notice of Jeopardy and shall diligently pursue the cure to completion within a reasonable time thereafter.

- (2) In the event of Jeopardy that poses an immediate threat of substantial harm or damage to the water supply, to persons, and/or property on the Leased Premises, as solely determined by Lessor ("Severe Jeopardy"), Lessor may enter the Easement Area and take actions it determines are required to protect the water, individuals or personal property from such Severe Jeopardy; provided that promptly after such emergency entry onto the Leased Premises, and in no event later than twenty-four (24) hours after such entry, Lessor gives written notice to Lessee of Lessor's emergency entrance.
- (3) If Lessor determines that the conditions of a Severe Jeopardy would be benefited by cessation of Lessee's or its sub-lessees' operations, Lessee or its sub-lessee shall immediately cease its operations on the Leased Premises upon notice from Lessor to do so and Lessee shall be permitted to terminate this Lease upon written notice to Lessor.

(c) Lessee's Use of Leased Premises

- (1) Lessee shall have the exclusive right, at its sole cost and expense, to sublet the Leased Premises for the transmission and reception of wireless communications signals ("Approved Use"). In accordance with this Approved Use, the Lessee's sub-lessees have the right to install, operate, maintain, repair, replace, store or remove its antennas, equipment, personal property, leasehold improvements, and appurtenances for the transmission and reception of wireless communications signals.
- (2) Lessee shall be responsible for extraordinary expenses incurred by the Lessor resulting from the use and/or occupancy of the Leased Premises by Lessee or its sub-lessees. Lessor shall submit an itemized invoice of such expenses to Lessee and Lessee shall make payment to Lessor within thirty (30) days of receipt.
- (3) Lessee shall be responsible for all actions, omissions, operations and liabilities of its sub-lessees, including all actions and operations that may be required or prohibited by this Lease. In the event that a sub-lessee acts or operates in a manner which is in violation of any terms or conditions of this Lease, or creates a situation as a result of its actions, omissions or operations which requires remedies as may be specified by this Lease, and rectification of such violations or remedy of such situations is not accomplished within thirty (30) days of written notice to Lessee of such violations or situation, Lessor shall have the right to take any and all actions it deems necessary to rectify such violations or accomplish such remedies, subject to terms and conditions of this Lease. Lessee is responsible for all costs and expenses Lessor incurs as a result of such actions. Lessee shall reimburse Lessor for said costs and expenses within thirty (30) days of receipt of the same.
- (4) In the event that Lessor chooses not to exercise its right to take said actions, and rectification of such violations or remedy of such situations is not accomplished to

Lessor's satisfaction within sixty (60) days of receipt by the Lessee of written notice of such violation or situation, Lessor may terminate this Lease, subject to Section 20.(a)(1).

(d) Additional Leases by Lessor

Lessor agrees not to lease the Leased Premises to any other party and shall refer any such request to the Lessee.

5. Installation of Equipment and Leasehold Improvements.

(a) Within thirty (30) days of the Commencement Date of this Lease, Lessee shall provide Lessor with the following:

(1) Copies of all leases and any subsequent amendments to such leases, current and expired, on the Structure which Lessee entered into prior to Commencement Date; and

(2) A site plan consisting of drawings and diagrams of the existing antenna facilities and any leasehold improvements on the Leased Premises and within the Easement Area, which show the actual location of all equipment, utilities and improvements. Said drawings shall be accompanied by a complete and detailed inventory of existing antenna facilities including all equipment, personal property, and frequencies. Lessee shall provide same site plans and inventory for future installations at least thirty (30) days in advance of the proposed date of installation. All such drawings and diagrams must be provided in a digital format acceptable to Lessor; and

(3) A radiation survey of the Leased Premises performed by a professional radio frequency engineer chosen by the Lessor.

(b) All new subleases of the Leased Premises and initial installations by Lessee or its sub-lessees' facilities and leasehold improvements, and any subsequent revisions and/or modifications of the same or existing facilities which are entered into or which occur after the Commencement Date of this Lease, shall be subject to prior written approval by Lessor. Lease shall include all construction drawings and specifications proposed for installation. Lessor shall approve or object to such subleases, installations and improvements within thirty (30) days of receipt of proposals for same, and Lessor's failure to make any objection within said thirty (30) day period shall be deemed approval by Lessor. Any damage to the Structure, Leased Premises, or any equipment thereon caused by Lessee or its sub-lessees' use of the Structure shall be repaired or replaced at Lessee's expense and to Lessor's reasonable satisfaction.

(c) Lessee must obtain an engineering study performed by a qualified engineer, showing that the Structure is able to support proposed facilities. If the study finds that the Structure is inadequate to support the proposed antenna loads, Lessee shall be responsible for any construction required for the improvement of the Structure to accommodate such added load. However, Lessor reserves the right to deny installation of such facilities prior to commencement of any such construction.

- (d) Lessee must obtain a radio frequency interference study carried out by an independent professional radio frequency engineer (“RF Engineer”) showing that any proposed use will not interfere with Lessor’s existing communications facilities located on the Structure. RF Engineer shall provide said evaluation no later than thirty (30) days after frequencies are provided by Lessee or its sub-lessee. Lessee shall provide Lessor with a copy of a satisfactorily completed RF evaluation prior to its proposed sub-lessee transmitting or receiving radio waves within the Leased Premises.
- (e) Lessor shall have the right to install, maintain and operate a Supervisory Control and Data Acquisition (SCADA) radio broadcasting system on the Leased Premises. Lessee agrees to provide the necessary interference studies to insure that proposed modified or additional frequencies will not cause harmful radio interference to Lessor’s system prior to modifying or placing additional transmitter or receiver frequencies on the Leased Premises, or allowing its sub-lessees to do the same. Such studies shall be performed by a registered professional communications engineer and submitted to Lessor for review. However, Lessor, in its sole discretion, shall retain the right provided herein to submit the study results to its own registered professional communications engineer for review at Lessee’s expense.

6. Modifications.

- (a) Before the Lessee or its sub-lessees update or replace the Antenna Facilities, Lessee must provide a detailed proposal to Lessor. The proposal shall include any information reasonably requested by Lessor of such requested update or replacement, including but not limited to construction drawings, specifications, and a complete list of all proposed equipment and frequencies as may be required under Section 5. *Installation of Equipment and Leasehold Improvements* of this Lease, without expense to Lessor. The proposal must be approved by Lessor, which shall not be withheld, conditioned or delayed without cause.
- (b) Lessee shall provide at least sixty (60) days written notice to Lessor before any frequencies may be modified. Said notice shall describe all equipment and frequencies proposed to be added or modified and shall be subject to review and approval by the RF Engineer, which shall not be withheld, conditioned or delayed without cause. Said review shall consist of interference studies to ensure that the modified or additional frequencies will not cause harmful radio interference to Lessor’s Operations. All such interference studies shall be provided at no expense to Lessor. In the alternative, Lessee may perform the interference studies and submit the results to the Lessor for review and approval. However, Lessor shall, in its sole discretion, retain the right provided herein to submit the study results to the RF Engineer for review at Lessee’s sole expense.
- (c) If Lessee or its sub-lessees seek to increase the number of antennas and/or associated transmitting accessories, and such installation shall exceed the requirements or standard submitted in the engineering report as required by Section 5.(c), then Lessee must obtain an engineering study carried out by a qualified professional demonstrating that the Structure can structurally support the additional accessories.

7. Marking and Lighting Requirements.

- (a) Lessor acknowledges that it shall be responsible, at its sole cost and expense, for compliance with all building marking and lighting requirements that the Federal Aviation Administration (“FAA”) may require with respect solely to the height of the Structure. The responsibility, however, is expressly limited to the requirements that would be required of an elevated water storage facility having no communications equipment installed on it, irrespective of Lessee’s Approved Use. Lessor shall indemnify and hold harmless Lessee from any fines or other liabilities caused by Lessor’s failure to comply with such requirements for an elevated water storage facility structure. Further, should the FAA cite Lessor, or in the event any claims are brought against Lessor because the Structure alone is not in compliance, as opposed to the Structure with antenna facilities, then Lessor shall indemnify Lessee for full costs, liabilities, damages and expenses, including reasonable attorney’s fees. Further, if Lessor does not cure the conditions of noncompliance on the Structure within the timeframe allowed by the citing agency, Lessee may terminate this Lease immediately without any further liability hereunder upon written notice to Lessor.
- (b) Lessee acknowledges that it shall be responsible at its sole cost and expense, for compliance with all building marking and lighting requirements that the FAA may require with respect to Lessee’s Approved Use. In the event the FAA determines that the Structure must be additionally marked, lighted, or in any way modified, due to Approved Use, Lessee shall have the option to mark, light or modify the Structure at its sole expense, or to terminate this Lease, pursuant to Section 20. *Termination*. Said marking, lighting and modifying shall be subject to prior written approval by Lessor. Lessor shall approve or object to such plans within a reasonable period of time to allow timely compliance with FAA regulations.

8. RF Radiation Compliance.

- (a) An RF Engineer chosen by the Lessor shall perform a radiation survey of the Leased Premises within thirty (30) days of full integration of any future facilities. Lessee shall be responsible for all costs of such survey.
- (b) Lessee shall be responsible for the implementation of all measures at the transmission site required by Federal Communications Commission (“FCC”) regulations, including but not limited to posting signs and markings. Lessor shall cooperate with and permit Lessee and its sub-lessees to implement all reasonable measures in order for Lessee and its sub-lessees to fulfill its Radio Frequency exposure obligations. Future subleases must require the sub-lessee to assume all liability for later-arising non-compliance of FCC Radio Frequency radiation limits, as measured on the Leased Premises.

9. Maintenance and Repairs.

- (a) Structure

Lessor reserves the right to take any action it deems necessary, in its sole and reasonable discretion, to repair, maintain, alter, or improve the Structure in connection with Lessor's Operations.

(b) Structure Reconditioning and Repairs

- (1) From time to time, Lessor paints, reconditions, or otherwise improves or repairs the Structure in a substantial way ("Reconditioning Work"). Lessor shall reasonably cooperate with Lessee and its sub-lessees to carry out Reconditioning Work activities in a timely manner and in a manner that minimizes interference with Lessee's Approved Use.
- (2) Prior to commencing Reconditioning Work, Lessor shall provide Lessee with not less than sixty (60) days prior written notice thereof. Upon receiving such notice, it shall be the sole responsibility of Lessee to provide adequate measures to cover or otherwise protect Lessee's and its sub-lessees' antenna facilities from the consequences of such activities, including but not limited to paint and debris fallout. Lessor reserves the right to require Lessee to remove all antenna facilities from the Structure and Leased Premises during Reconditioning Work.
- (3) During Lessor's Reconditioning Work, Lessee may maintain a mobile site within the Easement Area to accommodate the needs of its sub-lessees. If proposed accommodations adversely affect Lessor's easement rights or the Reconditioning Work, such accommodations must be approved by Lessor prior to its implementation which shall not be withheld, conditioned or delayed without cause.
- (4) Lessee may request a modification of Lessor's procedures for carrying out Reconditioning Work in order to reduce the interference with Lessee's Approved Use. If Lessor agrees to the modification, Lessee shall be responsible for all incremental cost related to the modification.
- (5) For minor repairs or maintenance, Lessor agrees to provide Lessee with five (5) days advance notice of any such activities and to reasonably cooperate with Lessee to carry out such activities in a manner that minimizes interference with Lessee's Approved Use.

(c) Leased Premises

Lessee shall require its sub-lessees to maintain their respective antenna facilities in good and safe condition, and in compliance with applicable fire, health, building, and other life safety codes at their own cost and expense.

10. Leased Premises Access.

Access to the Leased Premises, by outside persons, including Lessee's employees, agents, sublessees and assigns, shall at all times be governed by Lessor's Security Plan, attached hereto and incorporated herein as Lease Exhibit "A", *Security Plan*. Lessee agrees it shall conduct its operations on the Leased Premises in accordance with all requirements and conditions of said Security Plan. Subject to said requirements and conditions of said Security Plan, Lessee and Lessor agree to the following:

- (a) Lessee may, at its own cost and expense, enter upon the Leased Premises to study and determine its suitability for any other use of Lessee, which studies may include surveys, radio wave propagation measurements, or field strength tests.
- (b) Lessor retains the right to examine and inspect the Leased Premises for safety reasons and to ensure Lessee's compliance with the terms of this Lease. Lessor shall be liable for, and hold harmless Lessee from, any damage to the Leased Premises or to Lessee's equipment and Antenna Facilities caused by Lessor in exercising its right to examine and inspect the Leased Premises.

11. Compliance and Statutes, Regulations, and Approvals.

- (a) Lessee's and its sub-lessees' use of the Leased Premises herein is contingent upon obtaining all certificates, permits, zoning, and other approvals that may be required by any federal, state or local authority, including but not limited to an engineering study and a radio frequency interference study.
- (b) Lessee's Antenna Facilities and any other facilities shall be installed, maintained, and operated in accordance with all state, federal, local, or municipal statutes, ordinances, rules, or regulations now in effect, or that hereafter may be issued by the FCC or any other governing bodies which apply to Lessee's Authorized Use of the Leased Premises.

12. Interference.

- a) In the performance of its Approved Use, Lessee shall not damage or interfere with Lessor's Operations, including its radio frequency transmissions, provided that the equipment used by Lessor is operating within the technical parameters specified by its manufacturer and/or as defined by the FCC. In the event of any such interference, Lessee shall immediately cause the interference to cease, except for brief tests necessary for the elimination of the interference and until Lessee is able to resolve the problem. In the event Lessee cannot correct the interference, Lessee shall have the option to terminate this Lease, pursuant to Section 20. *Termination.*
- b) Lessor in no way guarantees to Lessee noninterference with Lessee's transmission or subleasing operations.

13. Insurance.

- (a) Lessee shall maintain standard insurance coverage with the League of Minnesota Cities Insurance Trust or equivalent coverage from an insurance company licensed to operate in Minnesota in accordance with this section. The Lessee shall be covered under such insurance programs from claims for damages and bodily injuries, including accidental death, as well as from claims for damage to property including property owned by Lessor, which may arise from operations incidental to this Lease, including coverage for damage to structures of any kind or underground structure of any kind, whether such operations be by Lessee or its sub-lessees, or by any contractor or subcontractor or by anyone directly or indirectly employed by any of them. The minimum amount of such coverage shall be the maximum liability limits set forth in Minnesota Statutes, section

466.04 as amended. Lessee agrees to add Lessor and its employees, officers and agents as additional insureds on Lessee's general liability coverage.

- (b) Lessee shall require that Sub-lessees obtain and maintain the following insurance to protect the parties against any and all claims, demands, actions, judgments, expenses, and liabilities that may arise out of or result from its use of the Leased Premises:

(1) General Liability Insurance

- a. Bodily Injury \$1,500,000 each occurrence
 \$3,000,000 aggregate
- b. Property Insurance \$1,500,000 each accident
 \$3,000,000 aggregate
- c. These limits may be satisfied by the commercial General Liability coverage or in combinations with an umbrella or excess liability policy, provided coverage afforded by the umbrella or excess policy are no less than the underlying commercial General Liability coverage.
- d. Policy must include an "all services, products, or completed operations" endorsement. Sub-lessee shall maintain completed operations coverage for a minimum of two years after the construction is completed.

(2) Automobile Insurance

- a. Bodily Injury \$1,000,000 per person
 \$1,500,000 per accident
- b. Property damage not less than \$1,500,000 per accident.
- c. The liability limits may be afforded under the Commercial Policy, or in combination with an umbrella or excess liability policy provided coverage of rides afforded by the umbrella or excess policy are not less than the underlying Commercial Auto Liability coverage.
- d. The Commercial Automobile Policy shall include at least statutory personal injury protection, uninsured motorists and under insured coverage.
- e. Coverage shall be provided by Bodily Injury and Property Damage for the ownership, use, maintenance or operation of all owned, non-owned and hired automobiles.

(3) Workers Compensation and Employer's Liability

- a. Worker's Compensation per Minnesota Statute
- b. Employer's Liability shall have minimum limits of:
 - 1. \$500,000 per accident;
 - 2. \$500,000 per employee
 - 3. \$500,000 per disease policy limit

- c. Sub-lessees with 10 or fewer employees who do not have Workers Compensation coverage are required to provide a completed "Certificate of Compliance" (State of Minnesota form MN LIC 04) verifying the number of employees and the reason for their exemption.
- (c) Prior to the commencement date of any subleases, and annually thereafter prior to expiration date of the same, Lessee shall require its sub-lessees to provide Lessor with evidence of the required insurance in the form of a Certificate of Insurance ("COI") issued by an insurance company (rated A- or better by Best Insurance Guide) licensed to do business in the State of Minnesota, which shall include all coverage required in Section 13. (b) above. COI must be approved by the Lessor and shall:
 - (1) State that the insurance provides primary coverage
 - (2) Provide that Lessor shall be given notice of cancellation in accordance with the policy's terms and conditions.
 - (3) State if the policy includes errors and omissions coverage.
 - (4) State that the Lessor and the City of Saint Paul, and their officials, employees, agents and representatives are Additional Insureds under General Liability and Automobile coverage.
- (d) Policies are to be written on an occurrence basis or as acceptable to the Lessor.
- (e) Satisfaction of policy and endorsement requirements for General Liability and Auto Insurance, of "each occurrence" and "aggregate" limits, can be met with an umbrella or excess policy with the same minimum monetary limits written on an occurrence basis, providing it is written by the same insurance carrier.

14. Indemnity.

Lessee agrees to indemnify, defend, save, and hold harmless Lessor and the City of Saint Paul, and/or any agents, officers or employees thereof from all claims, demands, actions, or causes of action of whatsoever nature or character, arising out of, or by reason of, the leasing of the Leased Premises by the Lessor to Lessee, or arising out of, or by reason of, the use or condition of the Leased Premises, or as a result of Lessee's operations or business activities taking place on the Leased Premises or Lessee's breach of any provision of this Lease, provided the same is not due to the contributory negligence or willful misconduct of the Lessor, the City of Saint Paul and/or any agents, contractors, officers, or employees thereof. It is fully understood and agreed that Lessee is aware of the conditions of the Leased Premises and leases the same "as is."

15. Notices.

All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed to have been duly given (a) when delivered in person, (b) upon receipt after dispatch by registered or certified mail or (c) on the next Business Day if transmitted by national overnight courier (with confirmation of delivery) to the following addresses:

If to Lessor: Board of Water Commissioners
Attn: General Manager
1900 Rice Street, Office Building
Saint Paul, Minnesota 55113

If to Lessee, to: Mendota Heights City Administrator
1101 Victoria Curve
Mendota Heights, MN 55118

16. Representations and Warranties.

- (a) Lessor represents that (i) it has full right, power, and authority to execute this Lease; (ii) it has good and unencumbered title to the Structure free and clear of any liens or mortgages, subject to such liens of record; (iii) Lessee shall have quiet enjoyment of the Leased Premises during the term of this Lease in accordance with its terms.
- (b) Lessee warrants that the individuals signing and executing this Lease on behalf of Lessee have the requisite corporate power and authority to enter into and perform this Lease on behalf of Lessee. Lessor warrants that the individuals signing and executing this Lease on behalf of Lessor have the requisite corporate power and authority to enter into and perform this Lease on behalf of Lessor.
- (c) Lessor represents that it has no knowledge of any substance, chemical or waste within the Easement Area that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation, as defined in Section 16.(d) of this Lease. Lessor shall be solely liable for and shall defend, indemnify and hold Lessee, 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 the Easement Area with respect to hazardous, toxic or dangerous materials from any and all sources other than those hazardous, toxic or dangerous materials introduced to the Easement Area by Lessee. Lessee represents and warrants that its use of the Leased Premises herein shall not generate and it shall not store or dispose within the Easement Area nor transport to or over the Easement Area any hazardous substance, chemical or waste contrary to any applicable law or regulation. Lessee further agrees to hold Lessor harmless from and indemnify Lessor against any release of any such hazardous substance, and any damage, loss, expense, or liability resulting from the breach of this representation or from the violation of any applicable state or federal law by such release associated with Lessee's use of hazardous substances, including payment of all reasonable attorneys' fees, costs, and penalties incurred as a result thereof, except for any release caused by the negligence or willful misconduct of Lessor, its employees, or agents.
- (d) "Hazardous substance" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term by any federal, state, or local

environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations, or rules may be amended from time to time.

17. No Liability on Lessor.

Except due to Lessor's willful misconduct or negligence, Lessor shall not be liable for any damage to Lessee's or its sub-lessees' equipment or antenna facilities. Lessor shall not be liable for vandalism or malicious mischief caused by third parties, known or unknown, to Lessee's or its sub-lessees' equipment or facilities, nor shall Lessor be liable for any lost revenue, business or profits of Lessee or its sub-lessees.

18. Assignment.

Lessee may not assign or sublet this Lease without the prior written consent of Lessor.

19. Successors and Assigns.

This Lease shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

20. Termination.

(a) Except as provided for in Section 20.(a)(3)b. below, or as otherwise provided herein, this Lease may be terminated by either party upon sixty (60) days written notice to the other party for the following reasons:

- (1) By either party, upon a material default of any other 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 (without, however, limiting any other rights of the parties at law, in equity, or pursuant to any other provisions hereof), or if such cure cannot be completed within sixty (60) days, within such reasonable time as may be required, provided the defaulting party commences the cure within ten (10) days of receipt of written notice of default and diligently pursues such cure to completion;
- (2) By Lessee, in the event that:
 - a. Lessee is unable to obtain or maintain any license, permit, or other governmental approval necessary for Lessee's Approved Use;
 - b. The Leased Premises are or become unusable under Lessee's design or engineering specifications for its Approved Use;
 - c. Lessee's or any of its sub-lessees' transmissions are interfered with by Lessor. Such right to terminate shall become void if Lessor cures such interference within thirty (30) days of receipt of written notice; or
 - d. The Structure or any portion thereof is destroyed or damaged so as to hinder its effective use, upon thirty (30) days written notice to Lessor. In such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction and Lessee shall be entitled to the reimbursement of any Compensation prepaid by Lessee, prorated to the date of the event.

(3) By Lessor, in the event that:

- a. Lessor determines, after review by an independent structural engineer, 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 from any source, or factors relating to condition of the Structure;
 - b. Lessee fails to pay the compensation provided for in *Section 3. Lease Compensation* within thirty (30) days of receipt of written notice from Lessor of a payment being overdue; or
 - c. Upon one year prior written notice by the Lessor to Lessee if Lessor decides, for any reason, to redevelop and/or discontinue use of the Leased Premises in a manner inconsistent with continued use of the Leased Premises by Lessee.
- (b) If this Lease is terminated, pursuant to the terms and conditions of Section 20.(a), Compensation shall be pro-rated to the expiration date or the date on which all of communication equipment is removed from the Leased Premises, whichever is later.
- (c) In the event Lessee becomes aware of any hazardous materials within the Easement Area, or any environmental, health or safety conditions or matter relating to the Easement Area, that, in Lessee's sole determination, renders the condition of the Leased Premises unsuitable for Lessee's use, or if Lessee believes that the leasing or continued leasing of the Leased Premises would expose Lessee to undue risks of liability to a government agency or third party, Lessee shall have the right, in addition to any other rights it may have at law or in equity, to terminate this Lease upon written notice to Lessor specifically identifying all such materials, conditions or matters relating to the Easement Area.

21. Surrender of Leased Premises.

- (a) In the event that this Lease is terminated, Lessee shall have sixty (60) days from the termination to quit peacefully and surrender possession of the Leased Premises in as good condition as when it was delivered to Lessee, reasonable wear and tear and casualty loss excepted. Lessee shall require the removal of its sub-lessees' equipment, personal property, Antenna Facilities, and leasehold improvements from the Structure, and shall repair any damage to the Structure caused by such equipment, all at Lessee's own cost and expense.
- (b) In the event Lessee's sub-lessees' equipment, personal property, antenna facilities, and leasehold improvements are not removed to the reasonable satisfaction of the Lessor within sixty (60) days from the termination, the Lessor shall have the option to fully decommission the Antenna Facilities, have the Antenna Facilities removed, and repair and restore the Structure, and Lessee shall be responsible for the cost of such actions.

22. Miscellaneous.

- (a) Each party agrees to furnish to the other, within thirty (30) days after notice of receipt of the request, such truthful estoppel information as the other party may reasonably request.

- (b) This Lease constitutes the entire agreement and understanding of the parties and supersedes any and all offers, negotiations, or other agreements 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. No provision of this Lease shall be deemed waived by either party unless expressly waived in writing by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provisions of this Lease shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision. This Lease may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument.
- (c) This Lease shall be construed in accordance with the laws of the State of Minnesota. Any legal action may only be commenced and proceed in the relevant district court in Ramsey County, Saint Paul, Minnesota.
- (d) 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.
- (e) Any terms and conditions contained in this Lease that by their sense and context are intended to survive the termination or expiration of this Lease shall so survive.
- (f) The submission of this Lease to any party for examination or consideration does not constitute an offer, reservation of or option for the Leased Premises based on the terms set forth herein. This Lease shall become effective as a binding Lease only upon the handwritten legal execution and delivery hereof by Lessor and Lessee.

-- The remainder of this page left intentionally blank --

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the dates listed below.

Approved as to form:

**BOARD OF WATER COMMISSIONERS
OF THE CITY OF SAINT PAUL**

By: _____
Stephen P. Schneider, General Manager
Saint Paul Regional Water Services

By: _____
Matt Anfang, President

Date: _____

Date: _____

By: _____
Lisa Veith
Assistant City Attorney

By: _____
Mollie Gagnelius
Secretary

Date: _____

Date: _____

By: _____
Todd Hurley
Director, Office of Financial Services

Date: _____

Approved as to form:

CITY OF MENDOTA HEIGHTS

By: _____
City Attorney

By: _____
Sandra Krebsbach
Mayor, City of Mendota Heights

Date: _____

Date: _____

By: _____
Mark McNeill
City Administrator, City of Mendota Heights

Date: _____

LEASE EXHIBIT "A"

SECURITY PLAN

Remote Facilities Access

Saint Paul Regional Water Services (SPRWS)

Standard Operating Procedure (SOP)

Effective Date: November 15, 2010

INTENT:

SPRWS is dedicated to providing its employees with the safest work environment possible and to taking every reasonable precaution to ensure the safety of potable water delivered to our communities. This SOP provides conditions for persons with need to access SPRWS facilities outside the McCarrons Center facilities (Remote Facilities). It establishes procedures for access and responsibilities for both those wishing to enter remote facilities and those allowing such access.

SECURITY OF FACILITIES:

Persons with routine access to remote facilities include SPRWS staff, agents of entities leasing space, agents of various cities, and various law enforcement personnel. Other entities also have occasional access needs under the supervision of SPRWS staff. With so many persons having legitimate access needs, it is imperative that specific procedures be established to ensure that the highest level of security possible. As a result, the following procedures are established:

1.0 SITE ACCESS REQUIREMENTS

- 1.01 Request to access site required prior to entry. Important: note that the police will be called to the site if a call is not made to SPRWS prior to entry.

Note: all requests for entry to remote sites must be made through the Engine Room!
Any other employee asked to allow entry to a remote site must inform the requester to call the Engine Room so that they can be cleared for entry.

- a) Routine and regularly scheduled

Whenever possible, authorized agencies that require repeated, routine access should schedule such access during normal business hours at least one day in advance by calling SPRWS Engine Room at 651-266-1660. The Engine Room Pumping Engineer will record the name of the agent and arrange for crew to meet agent on site and allow for access after checking for proper ID. Pumping Engineer will verify that agents requesting access are those that arranged for the access previously, and pass the authorized agents names to the field crew for verification in the field. If access is allowed, field crew will notify Engine Room that an entry to a site will occur.

b) Emergencies

1. Contact Engine Room [651-266-1660].
2. Engine Room Pumping Engineer (PE II) will check against a list of authorized companies for each site to ensure that a particular company has reason to be on site.
3. If company is authorized, PE II will make arrangements with the Distribution after-hours Turn-On truck to allow for access at the site.
4. Distribution personnel will be responsible to verify the identity of the agent(s) and to monitor agent(s') activity at the site.
5. Under certain conditions, Distribution personnel may not be available, in which case PE IIs will use their best judgment to determine if there is another way to grant access to the agent, or to deny or delay access.

1.02 While at site:

- a) Authorized agents are required to perform their necessary work on the site in a manner that does not compromise site security. This includes, but is not limited to, securing all doors and gates before leaving the site.
- b) SPRWS employees will determine whether or not they will need to monitor the activity at the site. If SPRWS employee believes that the agent is not there for a legitimate business reason, the employee should get to a safe area and call 911 to have police confront the agent and remove them if necessary. In this event, SPRWS employee should also call the Engine Room to inform them of the proceedings.

1.03 Leaving site:

- a) Authorized agents must notify Engine Room [651-266-1660] when leaving the site.

2.0 IDENTIFICATION PROCEDURES

- 2.01 All SPRWS staff and personnel are issued a SPRWS photo identification card (ID card) at the McCarrons facility. This ID is to be displayed above the waist. Anyone purporting to be a SPRWS employee should be asked to display this ID card if it is not visible.

2.02 Contractors or agents seeking entrance to a remote facility are required to show a valid driver's license. SPRWS employee allowing them access will forward the name and phone number of the entrant to the Engine Room to confirm that access should be granted.

3.0 FACILITY LOCKS

3.01 All Remote Facilities will be secured with high-security locks utilizing high-security keys.

- a) Locks will be furnished and installed by SPRWS.
- b) No other locks are permitted, and all such other locks will be removed and disposed of.
- c) SPRWS may make some exceptions in cases where, for the convenience of SPRWS staff, contractor locks will be allowed to be "daisy-chained" onto a SPRWS facility. These exceptions will be on a case by case basis, and the decision to allow this will be made by SPRWS security officer.
- d) For sites that are undergoing construction, SPRWS will install construction locks and give contractors construction keys.

3.02 Issuance of Keys

- a) SPRWS staff that require access, as determined by the appropriate SPRWS division manager, will be issued keys. Such keys will be reduced to the lowest possible number.
 - 1. SPRWS staff are responsible for the safe keeping of keys issued to them.
 - 2. Repeated lost keys will be considered negligence and may result in corrective action and/or discipline by SPRWS management.
- b) Key audits will be conducted at least once each calendar year.
 - 1. Each SPRWS staff member, and each Authorized Agent, to whom SPRWS keys were issued will be required to sign a key Audit Statement acknowledging their continued possession of the key.
 - 2. Both Public and Private Agencies are responsible for the return of all keys and/or contractor keys issued to their agents who leave their employ or are no longer required by the Authorized Agency to access SPRWS facilities.

3. Lost keys must be reported immediately to SPRWS by contacting the Engine Room at 651-266-1660.
4. Repeated losses may result in deposit requirements, as may be determined necessary by SPRWS staff.

4.0 SPRWS CONTACTS

Normal and emergency access after normal business hours:
PE II [651-266-1660].

CONTRACTOR PROCEDURES FOR ENTERING SPRWS WATER TOWER FACILITIES

Routine Accesses:

- 1) Notify SPRWS Pumping Engineer at 651-266-1660 of desired access at least 24 hours prior to accessing site. Pumping Engineer will verify that company has agreement to be on site, and if so will arrange for crew to meet contractor at designated time and place. Contractor must provide names of all employees that will access the site.
- 2) At time of arranged access, provide IDs (in the form of valid driver's licenses) for SPRWS field crew. If IDs match the names given to the Pumping Engineer, crew will provide access. If not, no access will be provided.
- 3) SPRWS field crew may accompany contractor while they are on site. If the crew does not accompany contractor, contractor must call the Pumping Engineer when they leave the site.

Emergency Accesses:

- 1) Notify SPRWS Engine Room at 651-266-1660 of need to access site.
- 2) Engine Room Pumping Engineer will verify that contractor has an agreement to be on a particular site.
- 3) If contractor has agreement to be on site, and a reasonable explanation of the emergency is given, Pumping Engineer will arrange for a crew to meet contractor at the site.

- 4) Contractor will need to produce IDs and work orders.
- 5) If OK, crew will allow for access.
- 6) Repeated emergencies will be cause for SPRWS to bill the contractor or deny access.
- 7) Contractor will call Engine Room when leaving site.

- End -

Exhibit F
Antennae Revenue

\$346,110.67

Exhibit G

Hydrant Spacing

LOCATION	LOCATION	SPACING
HWY 13 / EUGENIA	HWY 13 / GARDEN	700'
HIAWATHA / GARDEN	CHIPPEWA / HIAWATHA	750'
SIMARO	CHIPPEWA / MIRIAM	800'
KIRCHNER / BUTLER	ESTHER LN / BUTLER	750'
CHIPPEWA / JOHN	ESTHER LN / BUTLER	800'
JUNCTION LN	CHIPPEWA / JUNCTION	800'
CHIPPEWA / JOHN	CHIPPEWA / DODD	900'
DELAWARE / DODD	CHIPPEWA / DODD	1000'
SYLVANDALE / ARCADE	SYLVANDALE	730'
SYLVANDALE / ARCADIA	CASCADE LN / ARCADIA	740'
BEEBE	CHIPPEWA / DODD	800'
SOMERSET / EMERSON	HINGHAM / EMERSON	950'
FIRST / CLEMENT	CLEMENT / THIRD	750'
EMERSON / DODD	FIRST / DODD	800'
WENTWORTH / DODD	FOURTH / DODD	850'
BACHELOR / DODD	DODD / EVERGREEN	750'
DODD / EVERGREEN	WENTWORTH / DODD	750'
JAMES RD	JAMES RD / DOUGLAS	700'
LILAC	VICKI LN	800'
HIGHVIEW CIR/VICTORIA	DOUGLAS / VICTORIA	750'
MARIA / CALLAHAN	MARIE	730'
MARIE AVE / WARRIOR DR	MARIE AVE / NATURE WAY	740'
MARIE AVE / WARRIOR DR	MARIE AVE WEST OF WARRIOR	720'
LEXINGTON/ORCHARD PL	LEXINGTON/ORCHARD HILL	730'
WILLOW LN/VALLEY CURVE	VALLEY CURVE /WACHTLER	900'
GLENHILL /VICTORIA CURVE	HUNTER /VICTORIA CURVE	800'
VAIL DR	LEXINGTON / VICTORIA	750'
KAY / WALSH	VICTORIA / SUMMIT	750'
VICTORIA RD	LEXINGTON / VICTORIA	1000'
FRONTAGE RD	SOUTH FREEWAY/FRONTAGE	1000'
OAK ST / MARKET ST	MENDOTA RD W / SOUTH LN	700'
WARRIOR / SIBLEY CT	FRONTAGE RD	800'
LEXINGTON/CENTRE POINTE CURVE	TOM THUMB / LEXINGTON	740'
PILOT KNOB / ACACIA	PILOT KNOB / ACACIA	800'
CREEK / DODD	AZTEC / CREEK	800'
DEL CT	DELAWARE / DEL CT	800'
LEXINGTON / WAGON	LEXINGTON	800'
DODD RD	WAGON WHEEL / DODD	800'
PONTIAC / NAVAJO	APACHE / DECORAH	900'
LEXINGTON	LEXINGTON	850'
LAKE DR	SWAN / LAKE DR	730'
APACHE / PUEBLO	APACHE / KEOKUK	800'