

INVER GROVE HEIGHTS CITY COUNCIL AGENDA

Monday, October 10, 2016

8150 BARBARA AVENUE

7:00 P.M.

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **PRESENTATIONS**
4. **CONSENT AGENDA** – All items on the Consent Agenda are considered routine and have been made available to the City Council at least two days prior to the meeting; the items will be enacted in one motion. There will be no separate discussion of these items unless a Council member or citizen so requests, in which event the item will be removed from this Agenda and considered in normal sequence.
 - A. Approval of City Council Meeting Minutes September 12, 2016
 - B. Resolution Approving Disbursements for Period Ending September 22, 2016
 - C. Acquisition of Easements from Loch Gregor, LLC for City Project No. 2015-12
 - D. Amend Assessment Roll for 2016 Pavement Management Program, City Project No. 2016-09D – 60th Street Area Reconstruction to Reflect Credits for the Residential Driveway Restoration Program Participation
 - E. Dakota County's 2017-2021 Capital Improvement Program
 - F. Consider Approval of Tables and Chairs for Veterans Memorial Community Center
 - G. Consider Appointment of Park Superintendent
 - H. Consider Appointment of Park Maintenance Coordinator
 - I. Resolution Appointing Additional Election Judges for the 2016 General Election
 - J. Consider Approving Master Subscriber Agreement for Minnesota Court Data Services for Governmental Agencies between the City of Inver Grove Heights and Office of State Court Administration
 - 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:**
 - I. **COMMUNITY DEVELOPMENT:**
 - A. **CITY OF INVER GROVE HEIGHTS;** Consider the Third Reading of a Zoning Ordinance Amendment relating to:
 - a) changes to the Major Site Plan Review and Conditional Use Permit Review amendments expanding administrative review.
 - b) changes to the permitted and conditional uses in the I-2, General Industry Zoning District.
 - B. **CITY OF INVER GROVE HEIGHTS;** Consider the Second Reading of the Rental License Ordinance
 - II. **ADMINISTRATION:**
 - C. Consider Third Reading of Ordinance Amending Section 8-2-2 through 8-2-5 Trash Collection

8. MAYOR & COUNCIL COMMENTS:

9. ADJOURN:

This document is available upon 3 business day request in alternate formats such as Braille, large print, audio recording, etc. Please contact Michelle Tesser at 651.450.2513 or mtesser@invergroveheights.org

**INVER GROVE HEIGHTS CITY COUNCIL MEETING
MONDAY, SEPTEMBER 12, 2016 - 8150 BARBARA AVENUE**

1. CALL TO ORDER and 2. ROLL CALL

The City Council of Inver Grove Heights met in regular session on Monday, September 12, 2016 in the City Council Chambers. Mayor Tourville called the meeting to order at 7:00 p.m. Present were Council members Bartholomew, Hark, Mueller and Piekarski Krech; City Administrator Lynch, City Attorney Kuntz, Community Development Director Link, City Clerk Tesser, Parks and Recreation Director Carlson, Finance Director Smith, Human Resource Manager Shefchik and Public Works Director Thureen.

3. PRESENTATIONS: Mayor Tourville asked for 10 seconds of silence for a passing of an Inver Grove Heights past Councilmember and 9/11.

4. CONSENT AGENDA:

- A. i. Approval of City Council Meeting Minutes August 8, 2016
- ii. Approval of City Council Special Meeting Minutes August 29, 2016
- B. Resolution 16-152 Approving Disbursements for Period Ending September 7, 2016
- C. Consider Pay Request #3 for the VMCC Roofing Project – City Project 2016-14
- D. Consider Approval of 55+ Adult Services Program Agreement with ISD 199
- E. Resolution 16-153 Approving Crisis Intervention Training (CIT) and Crowd Control and Management Transfer
- F. Schedule Special Meeting for Budget Discussion on September 19, 2016 at 7:00pm
- G. Schedule Special Meeting for Potential 2040 Comp Plan Consultant Candidates on September 26, 2016 at 4:00pm
- H. Approve a Resolution 16-154 requesting a two year PUD extension for the Hannah Meadows Planned Unit Development
- I. Consider Pay Voucher No. 8 for City Project No. 2015-09E – 47th Street Area Reconstruction and City Project No. 2015-14 – 47th Street Area Water and Sewer Improvements and Rehabilitation
- J. Accept Proposal from Keys Well Drilling Company for Well Pump #7 Rehabilitation
- K. Consider Resolution 16-155 Approving Agreement Relating to Landowner Driveway Improvements on Lot 2, Block 1, Schindeldecker Third Addition (1715 63rd Street E.) for City Project No. 2016-09D – 60th Street Area Reconstruction
- L. Ratification and Authorization of Agreement with Consultant to Conduct an Internal Investigation
- M. Inver Grove Storage, Case No. 16-37SC: Consider a Resolution 16-156 Approving the Improvement Agreement Storm Water Facilities Maintenance Agreement, Fire Hydrant Agreement for the Plat of Gopher Resource Addition
- N. Sarju Igh, LLC- Case No. 16-33PRC: Consider a Resolution 16-157 Approving the Improvement Agreement, Storm Water Facilities Maintenance Agreement and Related Agreements for Development of Hotel.
- O. Personnel Actions

Allan Cederberg, 1162 E. 82nd Street pulled items 4Ai- 4O and asked for presentations on all items. Mayor Tourville stated that the consent agenda items are not to be presented unless an item is pulled. Councilmember Bartholomew asked Mr. Cederberg to choose an item. Mr. Cederberg stated he wanted all items pulled and presentations done so everyone on television knows what's going on. Mayor Tourville stated all information is public and available to the public on the Friday before the meeting. Mayor Tourville stated to be fair to those residents present he asked that Mr. Cederberg wait until the end of the meeting to discuss the consent items at length.

Mr. Cederberg left the council chambers. The consent items were approved after item 6A.

**Motion by Bartholomew, second by Hark, to approve 4Ai through 4O.
Ayes: 5**

Nays: 0 Motion carried.

5. PUBLIC COMMENT:

Kelly Kaiser, 1953 59th Court asked to discuss the street project and parking signs. She stated on August 11, 2016 no parking signs were installed on the round part of the cul-de-sac. The neighborhood was not notified of the no parking signs. She stated that during a meeting the Fire Marshall stated that cul-de-sac's parking was not allowed. She stated there is no city parking code that pertains to that rule. She stated staff stated they could reduce the signage to an in and out process and sited by order of the Fire Marshall. Fire Marshall Schadegg sent an email that he would review the history of parking and he cited a Fire Code in regards to the parking.

Ms. Kaiser stated the Fire Marshall doesn't have the latitude to obstruct no parking on the cul-de-sac. Ms. Kaiser stated that other cities do not restrict parking on cul-de-sac. She asked the council as representatives to the city that the council facilitate a meeting to resolve this issue. On October 2nd she asked for a meeting with Public Safety, Engineering, City Council and the neighborhood to discuss this at length.

Mayor Tourville stated we are not banning parking for public safety on cul-de-sacs without any discussions. Mayor Tourville asked for a meeting to be set between staff. Ms. Kaiser stated the meeting wasn't scheduled yet. Mr. Thureen will help schedule the meeting.

Roxanne and Jerry Eller, 1715 63rd Street, discussed the no street parking at his cul-de-sac.

Allan Cederberg, 1162 E. 82nd Street, stated Mr. Lynch threatened to sue him and it wasn't polite. Mr. Lynch stated Mr. Cederberg claimed in a meeting that he stated the city would do everything in its power to get Councilmember Mueller reelected. Mr. Lynch stated that is completely false. Mr. Lynch stated he told Mr. Cederberg that the city wanted to make sure they got the write-in process correct legally in regards to what the names on the ballot would be accepted. He stated that if Mr. Cederberg made a claim that he would take legal action because that claim is a defamation of character. Mr. Cederberg stated that's a threat and Mr. Lynch should be replaced.

6. PUBLIC HEARINGS:

A. Liquor License Alcohol Compliance Check Failures

Ms. Tesser introduced the item. On July 20, 2016 police conducted an alcohol compliance check. Seven current liquor license holders failed. Those businesses that failed the compliance check were Applebee's, Arbor Pointe Golf Course, Drkula's, Inver Wood Golf Course, Market Liquor, Mississippi Pub and Outback. She stated all liquor license holders provided her with proof of the alcohol training except Market Liquor. She stated John Lillie, the Attorney for Mr. Zhang, is present. She stated that she sent a letter to Mr. Zhang and asked for him to provide the certificate of training and was told by him that he couldn't locate the certificate. She stated Mr. Zhang has since taken the alcohol training and providing her with the certificate.

She stated according to City code, 4-1-19, the city council shall impose civil penalties for the violations. The minimum penalty is \$750.00.

Councilmember Piekarski Krech asked if this is the first violation for the violators. Ms. Tesser responded that it is the first violation within the five years. Councilmember Bartholomew asked if that Council shall impose civil penalty. He stated the report states "may". City Attorney, Mr. Kuntz stated the ordinance that was placed at your seats states that the council "shall" impose a minimum penalty of \$750.00. The council may impose amounts above the minimum penalty.

Mr. Kuntz stated there are seven violations and that the recommendation is for the council to impose the minimum fine. There is also a second issue in regards to Market Liquor not having on file the alcohol training certificate to evident that proper training was conducted. He stated as the clerk reports it was brought to their attention and since then they have taken the training and provided the certificate. Mr. Kuntz stated legal council is present for Mr. Zhang. John Lillie, representative of Mr. Zhang stated that Mr. Zhang originally provided the certificate but then couldn't locate the certificate. He stated his client didn't know that he would have to keep and maintain the certificate. Mr. Lillie stated he provided a subsequent training certificate and is in compliance now and that he knows future employees will need to take this required test. He discussed that he is a small business owner. Mr. Lillie stated Mr. Zhang did not intentionally mean to not keep the certificate and will not do this again.

Councilmember Hark asked if Market Liquor had the training certificate in July when the check was run. Mr. Lillie stated that the owner completed the training and provided the certificate upon initial filling for his liquor license. He was supposed to maintain a copy of the certificate but he did not.

City Clerk Tesser stated that the certificate was not provided during initially filing. The form that is required by the city states that in oath that the training is completed and that the owner must maintain the certificates. She stated the certificate was not received.

Mr. Kuntz clarified that the liquor license holder does not physically provide the certificate but in the instances such as this in non-compliance they ask for evidence that the training has occurred and to show proof of the certificate. Mr. Kuntz read the city code that showed evidence to this effect.

Mayor Tourville asked stated that holders should keep the certificates to provide to the city.

Mr. Kuntz stated that there's a certificate that states all servers are in compliance and have completed the training.

Motion Piekarski Krech second Mueller to move the city to impose a minimum penalty of \$750.00 and going forward if a second violation occurs it may result in another penalty.

Ayes: 5

Nays: 0 Motion carried.

The public hearing was closed at 7:43 p.m.

Motion Piekarski Krech second Mueller to close the public hearing.

Ayes: 5

Nays: 0 Motion carried.

7. REGULAR AGENDA:

I. COMMUNITY DEVELOPMENT:

A. MEGAN & TODD PARSONS; Consider a Resolution 16-158 relating to a Variance to allow an attached garage 27 feet from the front property line whereas 30 feet is required for property located at 7175 Blake Avenue.

Mr. Link outlined the item to the council. The applicant is requesting a variance from the corner front setback requirement to allow the construction of a 22 x 13 foot garage addition. The ordinance requires a 30 foot setback and the setback is at 27 foot. This is a common request in this neighborhood. There is another property to the west that has a 24 foot setback. There is considerable landscaping and edge of the townhome development. Staff believes there is no adverse effect on the neighborhood. The Planning Commission and staff recommend approval of the request.

Applicant Michael Dupont, 7175 Blake Ave had no questions for the council.

Motion Piekarski Krech second Bartholomew to approve the variance at 7175 Blake Ave.

Ayes: 5

Nays: 0 Motion carried.

B. CASTAWAYS MARINA; Consider the following for property located at 6140 Doffing Avenue:

a) A Resolution 16-159 relating to a Conditional Use Permit Amendment to modify the location of the new storage building.

b) A Resolution 16-160 relating to a Variance to modify the previously approved five foot side yard setback.

Mr. Link outlined the item to the council. He illustrated on the map the location. The conditional use permit requires a 4/5 vote. The applicant was preparing for a building permit previously. He illustrated where the building was going to be built. Mr. Link stated that the applicant looked at the area for building but the soil is bad and some fill may be contaminated. The applicant is asking to change the lot from an east and west orientation. The building size would be the same. A five foot setback is still required. The city bought the property on the north side of the building. The building has to comply with flooding requirements because it's in the flood plain. Multiple conversations with the building officials have occurred. Staff and Planning Commission recommend approval.

Mayor Tourville asked about the discovery of the contamination of the soil and whether there is a health risk. Mr. Link stated that conversations with Dakota County Environmental Department have occurred and there is no health risk if the soil is left where it is. However, when building the new structure if soil contaminate is found they will have to pull it out.

Applicant Tom Lind, 6140 Doffing Avenue stated that moving the building saved them \$70,000-80,000 on soil correction. The applicant stated the bedrock is strong on the east and west side.

Motion Piekarski Krech second Hark to approve the a) Conditional Use Permit and b) Variance.

Ayes: 5

Nays: 0 Motion carried.

C. CITY OF INVER GROVE HEIGHTS; Consider the First Reading of a Zoning Ordinance Amendment relating to:

a) Changes to the Major Site Plan Review and Conditional Use Permit Review amendments expanding administrative review.

b) Changes to the permitted and conditional uses in the I-2, General Industry Zoning District.

Mr. Hunting outlined the item to the Council. He discussed the first part of this is the changes to the major site plan review that would be done at the staff level. It allows administrative approval of amendments in the I-2 district to speed up the process and reduce costs. The second amendment is about the permitted and conditional uses in I-2, he stated council reviewed the changes. He stated that the use change ordinance allows nearly all listed uses as permitted uses in the I-2 district. Mr. Hunting outlined the process it took to draft the language including a public hearing. Mr. Hunting stated that the changes were approved by the Planning Commission and Planning Staff

Councilmember Bartholomew stated that the changes have improved the process. Mayor Tourville stated that this is a big step forward for the community.

Motion Piekarski Krech second Bartholomew to approve the first reading of a zoning ordinance.

Ayes: 5

Nays: 0 Motion carried.

II. ADMINISTRATION**E. CITY OF INVER GROVE HEIGHTS; Consider Third Reading of Ordinance Amendment 5-6-1 Relating to Use of Bows and Arrows****D. Consider Bow Hunting Property Exception Requests**

Ms. Calvert outlined the item to the Council with the two applicants for property exception. She stated that staff recommends denial based on the properties being outside the bow hunting area.

Rob Illetschko, 8920 89th Court E, he stated that last season he was granted an exception and able to bow hunt. He stated he was successful and harvested deer off of his property.

Mayor Tourville stated it's outside of the bow hunting area. Mayor Tourville asked about the current bow hunting area. Ms. Calvert illustrated on the map where the area is. His property is 2.6 acres. Mr. Illetschko stated he is one block away from the area. He stated his application was approved last year. Councilmember Hark asked if there were any changes with the approvals from his neighbors. Mr. Illetschko stated no.

Gary Vanderlinde, 7103 River Road, discussed his property and his archery experience. Mayor Tourville asked if he filed last year for the exception. Mr. Vanderlinde replied that he was living in Canada at the time. He discussed his thoughts on the hunting proficiency. Mayor Tourville asked to identify the property. Ms. Calvert illustrated it on the map. He stated he will be shooting north. He has 10 signatures from the neighbors. Mr. Vanderlinde discussed his property and the license process at length.

Councilmember Bartholomew asked if the applicant received the authorization of all the neighbors surrounding him. Mr. Vanderlinde stated yes. Mr. Vanderlinde discussed his support for safety. Councilmember Hark discussed with Mr. Vanderlinde that next year they will discuss the proficiency again and thanked him for bringing it forward.

Mayor Tourville stated if there are complaints or issues then the council will reexamine and a request can be taken away.

Motion by Mueller second Hark to approve the bow hunting applications as exceptions to the ordinance.

Ayes: 5

Nays: 0 Motion carried.

E. Approval of Rental and Code Compliance Job Description and Compensation

Mr. Lynch outlined the item to the Council. Councilmember Mueller asked what she is doing that is new. Mr. Lynch stated that what has been added to the tasks is the housing demolitions, dangerous dogs, chicken licensing. What is a new task is the rental and housing. This responsibility would take ¼ of the time of this position. It would be a complaint driven program. This person would work in coordination with the Fire Inspections staff, Fire Marshall and Building Official. The position would report to the Community Development Director.

Councilmember Mueller asked when the software will be operating. Mr. Lynch explained that the purchase has not been bought, but will be bought in 2017. Councilmember Mueller stated he doesn't support the approval of the position without having the software. Mayor Tourville stated that he fully supports the position. He stated that rental licensing program will help with increasing needs of the city.

Councilmember Hark asked if this position represents an increase of \$13,000 to the budget.

Councilmember Piekarski Krech asked what is the training cost that is required for the person and what is the total impact of the budget. Mr. Lynch stated that the \$13,000 is the salary and benefits. He stated we do send staff to school for training and do that for building inspections. State law changes and we need this person to be aware of the changes.

Community Development Director, Mr. Link stated that the rental licensing program has been discussed with staff for years now. He stated the rental licensing discussed the cost of the program. The program cost is \$41,000 per year. The council stated that the costs would be reimbursed through fees. The estimated costs are known and the fees would cover this position's increased salary. The second reading of the ordinance will go in front of the council on September 26, 2016 and the third reading would be done in October. The fees are structured to reimburse the city for the additional costs. Councilmember Piekarski Krech stated that the apartment owners complained about the fee increase. Mr. Link stated they evaluated the costs, the alternate cost projections have been calculated and we will bring that forward to the council. He stated we have two options based on research and evaluation, and we will bring that forward. She asked if current staff will know if the changes to the fees will be covered in the costs. He stated he will bring that forward to the council when the analysis is completed. Councilmember Piekarski Krech stated that staff didn't know if the salary cost would be covered in the fees. Mr. Link stated no, but they will be bringing it forward. He stated that staff can adjust the costs to cover the salary increase. He discussed that it's a policy decision of the council on whether the city will cover any of the additional salary increase. He stated that what the council will likely hear from the property owners is that the city should bear the cost of the rental program.

Mayor Tourville stated the property owners weren't against paying something. He asked if the cost is half of that amount. Mr. Link stated he didn't know. Right now they are looking at Maple Grove, based on apartment buildings, single family, plus a cost per unit. Mr. Link is working on developing the number based on those calculations. Mr. Link stated that the property owners support the ordinance but are concerned about the fees.

Councilmember Bartholomew asked why we can't wait until we know about the fees and know where the revenue stream is coming from since the position doesn't take effect until the ordinance is adopted. The adoption of the ordinance is when the fees will be finalized. Councilmember Hark asked when we will see the ordinance. Mr. Link said two weeks. Councilmember Mueller asked about the software. Mr. Link stated the software will not be up and running. Councilmember Hark stated the software and position do not have to be synchronized.

Councilmember Bartholomew asked to table the item to coincide with the ordinance.

Motion by Bartholomew second Piekarski Krech to table the item.

Ayes: 5

Nays: 0 Motion carried.

8. MAYOR & COUNCIL COMMENTS

Mr. Lynch discussed the Food Truck Day event.

Mayor Tourville stated there is a scheduled special meeting on the September 19th. There are interviews on September 26th at 4:00pm for the Comp Plan.

Mayor Tourville stated that the Stanley Cup is coming to the Veteran's Memorial Community Center on September 28th.

Councilmember Bartholomew stated that Alan Cederberg needs instructions on what a consent agenda means.

Councilmember Bartholomew thanks IGH staff on a fabulous job on the parade and IGH Days. Mayor Tourville stated a lot of city departments are involved.

Councilmember Mueller asked about speeding on Cahill Ave. Lynch stated staff will look into it.

9. ADJOURN: Motion by Bartholomew, second by Hark to adjourn. The meeting was adjourned by a unanimous vote at 8:20 p.m.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: October 10, 2016
 Item Type: Consent
 Contact: Kristi Smith 651-450-2521
 Prepared by: Bill Schroepfer, Accountant
 Reviewed by: N/A

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Approve the attached resolution approving disbursements for the period of September 22, 2016 to October 5, 2016.

SUMMARY

Shown below is a listing of the disbursements for the various funds for the period ending October 5, 2016. The detail of these disbursements is attached to this memo.

General & Special Revenue	\$604,926.99
Debt Service & Capital Projects	963,677.33
Enterprise & Internal Service	182,301.22
Escrows	11,915.97
	<hr/>
Grand Total for All Funds	<u><u>\$1,762,821.51</u></u>

If you have any questions about any of the disbursements on the list, please call Kristi Smith, Finance Director at 651-450-2521.

Attached to this summary for your action is a resolution approving the disbursements for the period September 22, 2016 to October 5, 2016 and the listing of disbursements requested for approval.

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

**RESOLUTION APPROVING DISBURSEMENTS FOR THE
PERIOD ENDING October 5, 2016**

WHEREAS, a list of disbursements for the period ending October 5, 2016 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	\$604,926.99
Debt Service & Capital Projects	963,677.33
Enterprise & Internal Service	182,301.22
Escrows	11,915.97
Grand Total for All Funds	<u><u>\$1,762,821.51</u></u>

Adopted by the City Council of Inver Grove Heights this 10th day of October, 2016.

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk



Expense Approval Report

By Fund

Payment Dates 09/22/2016 - 10/05/2016

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ADVANCED GRAPHIX, INC.	195544	10/05/2016	10/4/16	101.42.4000.421.50030	13.00
ASPEN MILLS	187375	10/05/2016	550771	101.42.4200.423.30700	103.44
ASPEN MILLS	187376	10/05/2016	550771	101.42.4200.423.60045	48.94
CA DEPT OF CHILD SUPPORT SERVICES	INV0056648	09/30/2016	MIGUEL GUADALAJARA FEIN/TAXPAYER ID: 416005255	101.203.2032100	440.76
CENTURY LINK	9/19/16 651 455 9072 7	10/05/2016	651 455 9072 782	101.42.4200.423.50020	40.16
COMCAST	9/5/16 8772 10 591 035	10/05/2016	8772 10 591 0359526	101.42.4200.423.30700	10.00
DAKOTA COMMUNICATIONS CENTER	IG2016-11	10/05/2016	NOVEMBER 2016	101.42.4000.421.70502	44,178.40
DAKOTA COMMUNICATIONS CENTER	IG2016-11	10/05/2016	NOVEMBER 2016	101.42.4200.423.70502	5,961.60
DAKOTA CTY FINANCIAL SVCS	00022132	10/05/2016	P0001753	101.44.6000.451.70501	13,470.00
DAKOTA CTY FINANCIAL SVCS	00022203	09/28/2016	P0001754	101.42.4000.421.70501	57,861.00
EFTPS	INV0056666	09/30/2016	FEDERAL WITHHOLDING	101.203.2030200	44,863.48
EFTPS	INV0056668	09/30/2016	MEDICARE WITHHOLDING	101.203.2030500	11,827.22
EFTPS	INV0056669	09/30/2016	SOCIAL SECURITY WITHHOLDING	101.203.2030400	34,727.42
EMERGENCY AUTOMOTIVE TECHNOLOGIES	AW072516-16	10/05/2016	7/27/16	101.42.4200.423.60065	473.04
GENESIS EMPLOYEE BENEFITS ACH ONLY	INV0056651	09/30/2016	HSA ELECTION-FAMILY	101.203.2032500	2,867.24
GENESIS EMPLOYEE BENEFITS ACH ONLY	INV0056652	09/30/2016	HSA ELECTION-SINGLE	101.203.2032500	2,674.37
GERTENS	412374/1	10/05/2016	103566	101.44.6000.451.60016	79.90
ICMA RETIREMENT TRUST - 457	INV0056653	09/30/2016	ICMA-AGE <49 %	101.203.2031400	4,189.64
ICMA RETIREMENT TRUST - 457	INV0056654	09/30/2016	ICMA-AGE <49	101.203.2031400	4,202.30
ICMA RETIREMENT TRUST - 457	INV0056655	09/30/2016	ICMA-AGE 50+ %	101.203.2031400	1,289.29
ICMA RETIREMENT TRUST - 457	INV0056656	09/30/2016	ICMA-AGE 50+	101.203.2031400	5,044.36
ICMA RETIREMENT TRUST - 457	INV0056657	09/30/2016	ICMA (EMPLOYER SHARE ADMIN)	101.203.2031400	78.92
ICMA RETIREMENT TRUST - 457	INV0056664	09/30/2016	ROTH IRA (AGE 49 & UNDER)	101.203.2032400	1,119.24
ICMA RETIREMENT TRUST - 457	INV0056665	09/30/2016	ROTH IRA (AGE 50 & OVER)	101.203.2032400	200.00
IGH FIRE RELIEF ASSN	2016 FIRE STATE AID	10/05/2016	2016 FIRE STATE AID	101.42.4200.423.20500	195,016.48
INSIGHT EDGE	1477	10/05/2016	9/21/16	101.44.6000.451.30700	541.66
J.D. NELSON CONSTRUCTION LLC.	1024	10/05/2016	9/28/16	101.45.3000.419.30700	200.00
MADISON NATIONAL LIFE INSURANCE COMP,	1227295	09/28/2016	012439	101.203.2031700	2,660.94
MADISON NATIONAL LIFE INSURANCE COMP,	1227295	09/28/2016	012439	101.41.2000.415.20630	0.74
MADISON NATIONAL LIFE INSURANCE COMP,	1227295	09/28/2016	012439	101.42.4000.421.20630	4.82
MADISON NATIONAL LIFE INSURANCE COMP,	1227295	09/28/2016	012439	101.43.5200.443.20630	1.74
MADISON NATIONAL LIFE INSURANCE COMP,	1227295	09/28/2016	012439	101.45.3300.419.20630	0.92
MINNESOTA CIT OFFICERS ASSOCIATION	18	10/05/2016	9/28/16	101.42.4000.421.50080	10,000.00
MINNESOTA DEPARTMENT OF HUMAN SERVI	INV0056649	09/30/2016	JOEL JACKSON FEIN/TAXPAYER ID: 416005255	101.203.2032100	428.80
MINNESOTA DEPARTMENT OF HUMAN SERVI	INV0056650	09/30/2016	JUSTIN PARRANTO FEIN/TAXPAYER ID: 416005255	101.203.2032100	106.13
MN DEPT OF REVENUE	INV0056667	09/30/2016	STATE WITHHOLDING	101.203.2030300	17,828.11
MN LIFE INSURANCE CO	OCTOBER 2016	10/05/2016	POLICY #0027324	101.203.2030900	3,073.32
MN NCPERS LIFE INSURANCE	OCTOBER 2016	10/05/2016	OCTOBER 2016 PREMIUM	101.203.2031600	320.00
NATURE CALLS, INC.	24871	10/05/2016	AUGUST 2016	101.44.6000.451.40065	1,796.00
NEWMAN SIGNS INC	TI-0302180	09/28/2016	INV001	101.43.5200.443.60016	1,227.64
PERA	INV0056658	09/30/2016	PERA COORDINATED PLAN	101.203.2030600	33,779.74
PERA	INV0056659	09/30/2016	EMPLOYER SHARE (EXTRA PERA)	101.203.2030600	2,598.34
PERA	INV0056660	09/30/2016	PERA DEFINED PLAN	101.203.2030600	69.23
PERA	INV0056661	09/30/2016	EMPLOYER SHARE (PERA DEFINED PLAN)	101.203.2030600	69.23
PERA	INV0056662	09/30/2016	PERA POLICE & FIRE PLAN	101.203.2030600	13,722.42
PERA	INV0056663	09/30/2016	EMPLOYER SHARE (POLICE & FIRE PLAN)	101.203.2030600	20,583.66
PETTY CASH - POLICE	9/28/16	09/28/2016	PETTY CASH REQUEST	101.42.4000.421.50065	3.00
SCHMIDT, ABIGAIL	9/17/16	10/05/2016	TRAINING REIMBURSEMENT	101.42.4200.423.50080	145.00
SENSIBLE LAND USE COALITION	10/5/16	10/05/2016	REGISTRATION- T. LINK A. HUNTING	101.45.3000.419.50080	40.00
SENSIBLE LAND USE COALITION	10/5/16	10/05/2016	REGISTRATION- T. LINK A. HUNTING	101.45.3200.419.50080	40.00
SPEED PRINT INC	86196	10/05/2016	9/23/16	101.42.4200.423.50030	60.85
STATE OF MINNESOTA	00000364121	10/05/2016	00000012981	101.42.4000.421.40044	390.00
STREICHER'S	I1228286	10/05/2016	285	101.42.4000.421.60045	168.00
STREICHER'S	I1228469	10/05/2016	285	101.42.4000.421.60045	950.00
STREICHER'S	I1228617	10/05/2016	285	101.42.4000.421.60045	13,170.00
STREICHER'S	I1228833	10/05/2016	285	101.42.4000.421.60045	130.00
STREICHER'S	I1229271	10/05/2016	285	101.42.4000.421.60045	540.00
TYLER TECHNOLOGIES, INC	025-168028	10/05/2016	41443	101.41.2000.415.40044	438.00
UNIFIRST CORPORATION	090 0323693	09/28/2016	1051948	101.43.5200.443.60045	37.70
UNIFIRST CORPORATION	090 0323693	09/28/2016	1051948	101.44.6000.451.60045	32.40
UNIFORMS UNLIMITED	41943-1	09/28/2016	491-1	101.42.4000.421.60045	10.99
US POSTMASTER - EAGAN	10/3/16 POSTAGE	10/05/2016	POSTAGE 4331	101.41.1100.413.50035	2,394.47
VERIFIED CREDENTIALS, INC.	257382	10/05/2016	9/30/16	101.41.1100.413.30500	356.75
VERIZON WIRELESS	9772556767	10/05/2016	Telephone	101.42.4000.421.50020	1,166.45
VERIZON WIRELESS	9772556767	10/05/2016	Telephone	101.42.4200.423.50020	655.51
VERIZON WIRELESS	9772556767	10/05/2016	Telephone	101.43.5000.441.50020	52.74
VERIZON WIRELESS	9772556767	10/05/2016	Telephone	101.43.5100.442.50020	343.47
VERIZON WIRELESS	9772556767	10/05/2016	Telephone	101.43.5200.443.50020	367.87
VERIZON WIRELESS	9772556767	10/05/2016	Telephone	101.44.6000.451.50020	380.09
VERIZON WIRELESS	9772556767	10/05/2016	Telephone	101.45.3000.419.50020	51.41
VERIZON WIRELESS	9772556767	10/05/2016	Telephone	101.45.3300.419.50020	793.78

LONE OAK COMPANIES	71613	10/05/2016	5/19/16	201.44.1600.465.50035	84.25
TOUR MINNESOTA ASSOCIATION	9/29/16	10/05/2016	TMA INVOICE	201.44.1600.465.50080	15.00
TOWN SQUARE TELEVISION	2016-195	10/05/2016	2016-17 WINTER SPORTS	201.44.1600.465.50025	1,710.00
Fund: 201 - C.V.B. FUND					1,809.25
INSIGHT EDGE	1477	10/05/2016	9/21/16	204.44.6100.452.30700	541.66
MOYER, DARLENE	9/20/16	09/28/2016	REFUND - ARCHERY	204.44.0000.3470000	50.00
SHEAHAN, JULIE	9/20/16	09/28/2016	REFUND - ARCHERY	204.44.0000.3470000	50.00
SOUTH ST PAUL UMPIRES ASSOC	9/22/16	10/05/2016	9/22/16	204.44.6100.452.30700	570.00
VERIZON WIRELESS	9772556767	10/05/2016	Telephone	204.44.6100.452.50020	75.62
VITEK, CHRIS	9/23/16	10/05/2016	REFUND - DUPLICATE RACE ENTRY	204.44.0000.3470000	25.00
Fund: 204 - RECREATION FUND					1,312.28
COMMON SENSE BUILDING SERVICES, INC.	39471	10/05/2016	SEPTEMBER 2016	205.44.6200.453.40040	7,288.05
HANSEN PLUMBING	83	09/28/2016	9/19/16	205.44.6200.453.40040	300.00
HUEBSCH SERVICES	3732344	10/05/2016	92965	205.44.6200.453.40040	204.79
HUEBSCH SERVICES	3732344	10/05/2016	92965	205.44.6200.453.40040	56.47
INSIGHT EDGE	1477	10/05/2016	9/21/16	205.44.6200.453.30700	541.68
NAC MECHANICAL & ELECTRICAL SERVICE	130160	10/05/2016	8712-4	205.44.6200.453.40040	9,211.00
NAC MECHANICAL & ELECTRICAL SERVICE	130253	10/05/2016	8712-1	205.44.6200.453.40040	4,032.00
NAC MECHANICAL & ELECTRICAL SERVICE	130402	10/05/2016	8712-1	205.44.6200.453.80200	17,151.00
PETTY CASH - ATM	JULY-SEPT 2016	10/05/2016	PETTY CASH - ATM	205.44.6200.453.70440	10.88
SIGN RESULTS LLC	9/23/16	10/05/2016	9/23/16	205.44.6200.453.40050	150.00
VERIZON WIRELESS	9772556767	10/05/2016	Telephone	205.44.6200.453.50020	24.23
VERIZON WIRELESS	9772556767	10/05/2016	Telephone	205.44.6200.453.50020	51.41
VERIZON WIRELESS	9772556767	10/05/2016	Telephone	205.44.6200.453.50020	86.00
VERIZON WIRELESS	9772556767	10/05/2016	Telephone	205.44.6200.453.50020	99.83
VERIZON WIRELESS	9772556767	10/05/2016	Telephone	205.44.6200.453.50020	86.00
Fund: 205 - COMMUNITY CENTER					39,293.34
EHLERS AND ASSOCIATES, INC.	71621	10/05/2016	9/29/16	366.57.9000.570.30150	2,250.00
Fund: 366 - GO SEWER REVENUE BONDS, 2015B					2,250.00
DAKOTA CTY FINANCIAL SVCS	9/12/16 P0001753	10/05/2016	P0001753	435.73.5900.735.30700	3,471.99
DAKOTA CTY FINANCIAL SVCS	9/12/16 P0001753	10/05/2016	P0001753	435.73.5900.735.30700	9,038.93
Fund: 435 - 2015 IMPROVEMENT FUND					12,510.92
APEX ARENA SOLUTIONS, INC.	PAY REQUEST 5	09/26/2016	VMCC ENERGY PROJECT	436.44.5900.736.40040	51,720.50
MERCURY ELECTRIC CORPORATION	7256	10/05/2016	9/12/16	436.52.5900.736.80300	16,505.26
Fund: 436 - 2016 IMPROVEMENT FUND					68,225.76
DAKOTA CTY FINANCIAL SVCS	9/12/16 P0001753	10/05/2016	P0001753	446.74.5900.746.30700	769,546.18
DAKOTA CTY FINANCIAL SVCS	9/12/16 P0001753	10/05/2016	P0001753	446.74.5900.746.30700	10,754.14
KIMLEY-HORN & ASSOCIATES, INC.	8320536	10/05/2016	160509026.3	446.74.5900.746.30300	96,039.53
Fund: 446 - NW AREA					876,339.85
EMMONS & OLIVIER RESOURCES	00095-0051-3	10/05/2016	00095-0051	448.74.5900.748.30300	932.50
Fund: 448 - NWA - STORM WATER					932.50
COMO LUBE & SUPPLIES	605652	09/28/2016	100395	454.43.5500.446.40025	25.00
JUNK GENIUS	925161	10/05/2016	9/25/16	454.43.5500.446.40025	3,240.00
NEWMAN SIGNS INC	TI-0302088	09/28/2016	INV001	454.43.5500.446.40025	153.30
Fund: 454 - LANDFILL ABATEMENT					3,418.30
BATTERIES PLUS-WSP	030-656695	09/26/2016	C-1034	501.50.7100.512.60065	67.35
GRAYBAR	987245975	10/05/2016	0000101705	501.50.7100.512.40042	62.44
HAWKINS, INC.	3949998	09/28/2016	108816	501.50.7100.512.60019	618.80
HAWKINS, INC.	3951568	09/28/2016	108816	501.50.7100.512.60019	6,426.50
HD SUPPLY WATERWORKS LTD	G025383	10/05/2016	099872	501.50.7100.512.40043	735.63
NAC MECHANICAL & ELECTRICAL SERVICE	8/10/16	10/05/2016	4 & FINAL PAYMENT REQUEST	501.50.7100.512.80400	5,172.60
SHORT ELLIOTT HENDRICKSON, INC.	320326	09/28/2016	4340	501.50.7100.512.30300	358.59
VERIZON WIRELESS	9772556767	10/05/2016	Telephone	501.50.7100.512.50020	408.53
Fund: 501 - WATER UTILITY FUND					13,850.44
ARAMARK REFRESHMENT SERVICES	94920	10/05/2016	48128	503.52.8300.524.76100	62.49
COLLEGE CITY BEVERAGE	372496	10/05/2016	3592	503.52.8300.524.76150	223.20
CUSHMAN MOTOR COMPANY INC	168558	10/05/2016	C0644	503.52.8600.527.40042	35.63
DENNY'S 5TH AVENUE BAKERY	628980	10/05/2016	IW185	503.52.8300.524.76050	54.68
DRAFT TECHNOLOGIES	09261605	10/05/2016	9/26/16	503.52.8300.524.40042	50.00
GOLFNOW G1, LLC	5100114987	10/05/2016	11031350	503.52.8500.526.70600	2,300.00
MANSFIELD OIL COMPANY	756770	10/05/2016	24129-04-756770	503.52.8400.525.60021	1,296.70
MN GOLF ASSOCIATION, INC.	9/15/16 45-0413-02	10/05/2016	45-413-02	503.52.8000.521.70250	110.00
MTI DISTRIBUTING CO	1089238-00	10/05/2016	402307	503.52.8600.527.60008	77.30
PUFFY CREAM DONUTS	00004697	10/05/2016	9/1/16	503.52.8300.524.76050	157.50
PUFFY CREAM DONUTS	00004757	10/05/2016	10/1/16	503.52.8300.524.76050	52.50
TOUR EDGE GOLF MFG., INC.	IN-01109814	10/05/2016	000717-0001	503.52.8200.523.76250	27.50
UNIFIRST CORPORATION	090 0322759	10/05/2016	1258268	503.52.8600.527.60045	51.07
UNIFIRST CORPORATION	090 0323797	10/05/2016	1258268	503.52.8600.527.60045	51.07
VERIZON WIRELESS	9772556767	10/05/2016	Telephone	503.52.8500.526.50020	217.94
WINFIELD SOLUTIONS, LLC	000061168452	10/05/2016	156650	503.52.8600.527.60030	208.25
Fund: 503 - INVER WOOD GOLF COURSE					4,975.83
LEAGUE OF MN CITIES INS TRUST	32993	09/28/2016	0200037032	602.00.2100.415.50009	124,508.50
LEAGUE OF MN CITIES INS TRUST	C0023630	10/05/2016	C0023630	602.00.2100.415.70200	1,000.00
Fund: 602 - RISK MANAGEMENT					125,508.50

ALTERNATORS STARTERS & PARTS INC	A32121	09/28/2016	01701	603.00.5300.444.40041	139.95
BOYER TRUCKS - MINNEAPOLIS	289026	09/28/2016	C20390	603.00.5300.444.40041	1,860.38
COMMON SENSE BUILDING SERVICES, INC.	39471	10/05/2016	SEPTEMBER 2016	603.00.5300.444.40040	298.00
EMERGENCY APPARATUS MAINTENANCE	87897	10/05/2016	ENGINE 33	603.00.5300.444.40041	871.38
EMERGENCY APPARATUS MAINTENANCE	87898	10/05/2016	ENGINE E-17 NEW	603.00.5300.444.40041	497.56
EMERGENCY APPARATUS MAINTENANCE	87899	10/05/2016	LADDER 13	603.00.5300.444.40041	1,659.27
EMERGENCY APPARATUS MAINTENANCE	87901	10/05/2016	LADDER 35 (3680)	603.00.5300.444.40041	1,803.41
EMERGENCY APPARATUS MAINTENANCE	87903	10/05/2016	MINI PUMPER E-21	603.00.5300.444.40041	605.28
EMERGENCY APPARATUS MAINTENANCE	89312	10/05/2016	ENGINE 33	603.00.5300.444.40041	927.91
HOSE / CONVEYORS INC	00063153	09/28/2016	CIT300	603.00.5300.444.40041	145.80
INVER GROVE FORD	5216103	09/28/2016	9/14/16	603.00.5300.444.40041	127.23
INVER GROVE FORD	6211290	09/28/2016	9/15/16	603.00.5300.444.40041	129.99
INVER GROVE FORD	5216378	09/28/2016	9/19/16	603.00.5300.444.40041	13.14
KIMBALL MIDWEST	5137067	09/28/2016	222006	603.00.5300.444.60012	221.46
L.T.G. POWER EQUIPMENT	206375	09/28/2016	5656	603.00.5300.444.40041	65.88
L.T.G. POWER EQUIPMENT	206477	09/28/2016	5656	603.00.5300.444.40041	112.08
L.T.G. POWER EQUIPMENT	206599	09/28/2016	5656	603.00.5300.444.40041	10.00
MANSFIELD OIL COMPANY	CM-016691	09/28/2016	00021924/00022081/00022083/00022084	603.140.1450060	(250.00)
MANSFIELD OIL COMPANY	CM-015136	09/28/2016	23866	603.140.1450060	(250.00)
MID CITY SERVICES, INC.	48075	09/28/2016	9/16/16	603.00.5300.444.40065	42.75
MN DEPT OF REVENUE	AUGUST 2016	09/23/2016	AUGUST 2016 PETRO TAX	603.00.5300.444.60021	329.46
MTI DISTRIBUTING CO	1081473-00	09/28/2016	91180	603.00.5300.444.40041	270.74
MTI DISTRIBUTING CO	1088384-00	09/28/2016	91180	603.00.5300.444.40041	66.88
O' REILLY AUTO PARTS	1767-217363	10/05/2016	1578028	603.140.1450050	107.98
O' REILLY AUTO PARTS	1767-228659	09/28/2016	1578028	603.00.5300.444.40041	169.08
O' REILLY AUTO PARTS	1767-228677	09/28/2016	1578028	603.00.5300.444.60012	3.49
O' REILLY AUTO PARTS	1767-228690	09/28/2016	1578028	603.00.5300.444.40041	8.58
O' REILLY AUTO PARTS	1767-228841	09/28/2016	1578028	603.00.5300.444.40041	29.44
O' REILLY AUTO PARTS	1767-228888	09/28/2016	1578028	603.00.5300.444.40041	53.86
O' REILLY AUTO PARTS	1767-229595	09/28/2016	1578028	603.140.1450050	48.96
O' REILLY AUTO PARTS	1767-229603	09/28/2016	1578028	603.140.1450050	15.06
O' REILLY AUTO PARTS	67-229736	09/28/2016	15780285	603.00.5300.444.40041	194.54
O' REILLY AUTO PARTS	1767-227300	09/28/2016	1578028	603.00.5300.444.60012	(55.00)
O' REILLY AUTO PARTS	1767-227415	09/28/2016	1578028	603.00.5300.444.40041	(461.08)
O' REILLY AUTO PARTS	1767-227751	09/28/2016	1578028	603.00.5300.444.40041	(90.00)
OXYGEN SERVICE COMPANY, INC	08009372	09/28/2016	04393	603.00.5300.444.60012	77.38
PETTY CASH - POLICE	9/28/16	09/28/2016	PETTY CASH REQUEST	603.00.5300.444.80700	11.00
RED POWER DIESEL SERVICE, INC.	10259MN	09/28/2016	5086M	603.00.5300.444.40041	106.31
RED POWER DIESEL SERVICE, INC.	10248MN	10/05/2016	5086M	603.00.5300.444.40041	848.14
TITAN MACHINERY	8302270	09/28/2016	6239910	603.00.5300.444.40041	52.47
UNIFIRST CORPORATION	090 0323693	09/28/2016	1051948	603.00.5300.444.40065	150.03
UNIFIRST CORPORATION	090 0323693	09/28/2016	1051948	603.00.5300.444.60045	34.37
VERIZON WIRELESS	9772556767	10/05/2016	Telephone	603.00.5300.444.50020	110.13
Fund: 603 - CENTRAL EQUIPMENT					11,113.29
COORDINATED BUSINESS SYSTEMS	CNIN221886	09/28/2016	4502512	604.00.2200.416.40050	3,496.27
US BANCORP EQUIPMENT FINANCE, INC.	312207434	09/28/2016	923425	604.00.2200.416.40050	2,832.44
Fund: 604 - CENTRAL STORES					6,328.71
COMMON SENSE BUILDING SERVICES, INC.	39471	10/05/2016	SEPTEMBER 2016	605.00.7500.460.40040	3,746.11
HUEBSCH SERVICES	3732343	09/28/2016	100075	605.00.7500.460.40065	113.54
LOW VOLTAGE CONTRACTORS	SOI.046681	10/05/2016	85892	605.00.7500.460.40040	295.00
SERVICE FIRE PROTECTION, INC.	11658	10/05/2016	9/13/16	605.00.7500.460.50055	285.00
US POSTMASTER	9/28/16	10/05/2016	POSTAGE DUE PERMIT 95009-000	605.00.7500.460.50035	100.00
Fund: 605 - CITY FACILITIES					4,539.65
CDW GOVERNMENT INC	FCG7082	09/28/2016	2394832	606.00.1400.413.80620	562.59
CDW GOVERNMENT INC	FGS0248	09/28/2016	2394832	606.00.1400.413.80610	23.27
INTEGRA TELECOM	14094455	09/28/2016	887115	606.00.1400.413.50020	1,325.63
INTEGRA TELECOM	1414890	09/28/2016	645862	606.00.1400.413.50020	1,036.75
TDS METROCOM	9/13/16 651 457 7490	09/28/2016	651 457 7490	606.00.1400.413.50020	173.13
US INTERNET	110-080034-0035	09/28/2016	110-080034	606.00.1400.413.30700	220.00
VERIZON WIRELESS	9772556767	10/05/2016	Telephone	606.00.1400.413.50020	51.41
WORKS COMPUTING, INC.	26597	09/28/2016	INVER	606.00.1400.413.30700	12,592.02
Fund: 606 - TECHNOLOGY FUND					15,984.80
DAKOTA CTY ATTORNEY	15-1471	10/05/2016	VEHICLE FORFEITURE 15-1471	702.229.2291000	1,402.50
EMMONS & OLIVIER RESOURCES	00095-0052-6B	10/05/2016	00095-0052	702.229.2287302	346.06
EMMONS & OLIVIER RESOURCES	00095-0052-6B	10/05/2016	00095-0052	702.229.2293602	1,428.29
FROME, JAMES J. & MICHELE	9/21/16	09/28/2016	8956 ALMQUIST WAY	702.229.2284601	1,500.00
ISD #199	9/29/16	10/05/2016	ESCROW REFUND	702.229.2307701	2,140.37
PETTY CASH - POLICE	9/28/16	09/28/2016	PETTY CASH REQUEST	702.229.2291000	98.75
SARANTOS, TONY	10/3/16	10/05/2016	ESCROW RELEASE 8594 INVER GROVE TRL	702.229.2308201	1,000.00
THIELEN, SANDRA	9/26/16	10/05/2016	ESCROW REDUCTION 10280 BLAIR AVE	702.229.2302302	4,000.00
Fund: 702 - ESCROW FUND					11,915.97
Grand Total					1,762,821.51

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

ATTORNEYS AT LAW

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◊JAY P. KARLOVICH
ANGELA M. LUTZ AMANN
*KORINE L. LAND
◊*DONALD L. HOEFT
DARCY M. ERICKSON
DAVID S. KENDALL
BRIDGET McCAULEY NASON
TONA T. DOVE
BRADLEY R. HUTTER
•
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 Mayor and Councilmembers
FROM: Timothy J. Kuntz and Kenneth Rohlf, City Attorney
DATE: October 6, 2016
RE: Acquisition of Easements from Loch Gregor, LLC for City Project
No. 2015-12

Section 1. Background.

On October 26, 2015, the Council ordered City Project No. 2015-12 and authorized the City Attorney to complete easement negotiations. Project No. 2015-12 proposes the installation of a 16 inch diameter watermain to serve as a trunk watermain for the Project area. The proposed route of the watermain crosses property owned by Loch Gregor, LLC (“Loch Gregor”). To facilitate the Project, the City had to acquire a permanent watermain easement, temporary construction easement and temporary access easement (the “Easements”) from Loch Gregor.

The City began negotiations with Loch Gregor to acquire the Easements to construct the watermain at, or near, the beginning of 2016. Loch Gregor indicated a willingness to grant the necessary easements if it was not required to pay for the watermain and the Easements aligned closely with the future access road into the Loch Gregor property. The City located the easements according.

The City appraised the Easements through the Loch Gregor property and determined the acquisition costs to be \$85,000. The benefit of the watermain to be installed on the Loch Gregor property (subtracting oversizing of the pipe) was determined to be \$650,000 had the same been completed privately by Loch Gregor. In light of the fact that the Loch Gregor property benefits from the installation of the watermain on its property and the fact that the City aligned the watermain closely with the future access road into the Loch Gregor property, Loch Gregor was willing to sign the Easements.

Installation of the watermain across the Loch Gregor property will allow the City to construct the Project within its preferred alignment (Feasibility Study Option #2), save the City nearly \$225,000 in anticipated construction costs and move the City closer to creating a looped watermain system.

In addition, the City previously constructed certain public sanitary sewer and related utility improvements as part of City Project 1980-23. Loch Gregor paid \$6,457.88 in or about the 1980's as an assessment for City Project 1980-23. As part of the negotiation for the Easements, the City and Loch Gregor have agreed to enter into an Assessment Credit Agreement that addresses the prior payment of assessments for City Project 1980-23 and describes circumstances in which Loch Gregor would be entitled to receive a credit of \$6,457.88 against assessments charged for a future sanitary sewer installation. (See Assessment Credit Agreement attached to the Resolution).

Along with the Assessment Credit Agreement, the City has negotiated a Permanent Watermain Easement, Temporary Construction Easement and Temporary Access Easement with Loch Gregor. Loch Gregor has delivered signed originals of both documents to the City.

Section 2. Action Requested. The Council is asked to approve the attached resolution directing the Mayor and City Clerk to sign the (i) Permanent Watermain Easement, Temporary Construction Easement and Temporary Access Easement and (ii) Assessment Credit Agreement. The City Engineer, the City Attorney and the consulting engineer, Bolten & Menk recommend approval of the resolution.

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

RESOLUTION NO. 16-_____

**A RESOLUTION APPROVING THE NEGOTIATED EASEMENT AND ASSESSMENT
CREDIT AGREEMENT BETWEEN LOCH GREGOR, LLC AND THE CITY RELATING
TO THE LOCH GREGOR, LLC PROPERTY RELATIVE TO CITY PROJECT 2015-12**

WHEREAS, on October 26, 2015, the Council ordered City Project No. 2015-12 and authorized the City Attorney to complete easement negotiations.

WHEREAS, Project No. 2015-12 proposes the installation of a 16 inch diameter watermain to serve as a trunk watermain for the Project area.

WHEREAS, the proposed route of the watermain crosses property owned by Loch Gregor, LLC (“Loch Gregor”).

WHEREAS, to facilitate the Project, the City had to acquire a permanent watermain easement, temporary construction easement and temporary access easement (the “Easements”) from Loch Gregor.

WHEREAS, Loch Gregor indicated a willingness to grant the Easements if it was not required to pay for the watermain and the Easements aligned closely with the future access road into the Loch Gregor property.

WHEREAS, the City appraised the Easements through the Loch Gregor property and determined the acquisition costs to be \$85,000. The benefit of the watermain to be installed on the Loch Gregor property (subtracting oversizing of the pipe) was determined to be \$650,000 had the same been completed privately by Loch Gregor.

WHEREAS, in light of the fact that the Loch Gregor property benefits from the installation of the watermain on its property and the fact that the City aligned the watermain closely with the future access road into the Loch Gregor property, Loch Gregor was willing to sign the Easements.

WHEREAS, installation of the watermain across the Loch Gregor property will allow the City to construct the Project within its preferred alignment (Feasibility Study Option #2), save the City nearly \$225,000 in anticipated construction costs and move the City closer to creating a looped watermain system.

WHEREAS, in the past, the City constructed certain public sanitary sewer and related utility improvements as part of City Project 1980-23.

WHEREAS, Loch Gregor paid \$6,457.88 in or about the 1980's as an assessment for City Project 1980-23.

WHEREAS, as part of the negotiation of the easement acquisition, the City and Loch Gregor have agreed to enter into an Assessment Credit Agreement that addresses the prior payment of assessments for City Project 1980-23 and describes circumstances in which Loch Gregor would be entitled to receive a credit of \$6,457.88 against assessments charged for a future sanitary sewer installation.

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

1. The Mayor and City Clerk are authorized to execute the following documents attached hereto and incorporated herein as Exhibit A and Exhibit B:
 - a. Permanent Watermain Easement, Temporary Construction Easement and Temporary Access Easement; and
 - b. Assessment Credit Agreement.

Passed this 10th day of October, 2016.

George Tourville, Mayor

Attest:

Michelle Tesser, City Clerk

ASSESSMENT CREDIT AGREEMENT

THIS ASSESSMENT CREDIT AGREEMENT (“**Agreement**”) is entered into this 14 day of Sept, 2016 (“**Effective Date**”) by and between LOCH GREGOR, LLC, a Minnesota limited liability company (“**Loch Gregor**”) and the CITY OF INVER GROVE HEIGHTS, a Minnesota municipal corporation (the “**City**”).

WITNESSETH:

WHEREAS, Loch Gregor is the owner of that certain real property legally described on **Exhibit A** attached hereto (the “**Property**”);

WHEREAS, the City has constructed certain public sanitary sewer and related utility improvements as part of City Project 1980-23, the NW Interceptor Project and/or the 2016 stub out for the 63rd Court cul-de-sac which are generally stubbed near the eastern boundary of the Property (the “**East Sanitary Sewer**”);

WHEREAS, **Exhibit B** depicts the current location of the East Sanitary Sewer;

WHEREAS, Loch Gregor paid \$6,457.88 in or about the 1980’s as the assessment for the extension of the East Sanitary Sewer to where it is currently located;

WHEREAS, depending on the timing of development occurring generally near the Property, there are various methods and alignments to provide public sanitary sewer and related utility improvements to service the Property;

WHEREAS, one method or alignment to provide public sanitary sewer and related utility improvements to service the Property is to further extend the East Sanitary Sewer to service the Property “**Easterly Sanitary Sewer Alignment**”);

WHEREAS, depending on the timing of development occurring generally near the Property, the City may in the future choose to extend public sanitary sewer and related utility improvements to service the Property via one of many different alignments other than the Easterly Sanitary Sewer Alignment. For purposes of this Agreement, any alignment of public sanitary sewer and related utility improvements to service the Property that is different than the Easterly Sanitary Sewer Alignment shall be referred to as an Alternate Sanitary Sewer Alignment (the “**Alternate Sanitary Sewer Alignment**”).

WHEREAS, Loch Gregor and the City have agreed to memorialize an agreement with respect to the prior payment of assessments by Loch Gregor in the amount of \$6,457.88 in or about the 1980’s related to **East Sanitary Sewer**;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Assessment Credit. If, in the future, the City chooses to extend public sanitary sewer and related utility improvements to service the Property via any Alternate Sanitary Sewer Alignment and the Property is not provided any sanitary sewer or related utility improvements via the East Sanitary Sewer to service all, or a portion of, the Property and/or no connection is ever made to the East Sanitary Sewer to provide public sanitary sewer and related utility improvements to service all, or a portion of, the Property, then Loch Gregor shall receive a credit against any assessments charged pursuant to City policy and/or connection fee for the Alternate Sanitary Sewer Alignment in the amount of **\$6,457.88**.

This Assessment Credit Agreement only addresses whether Loch Gregor is entitled to receive a credit against any assessments charged pursuant to City policy and/or connection fees imposed for any Alternate Sanitary Sewer Alignment in the amount of \$6,457.88. This Assessment Credit Agreement does not address future trunk and lateral assessments, connection fees and any and all other future charges (i) that are established by the City Council after the date of this Assessment Credit Agreement and/or (ii) that are related to the extension of public sanitary sewer and related utility improvements to service all, or a portion of, the Property. The City reserves the right to make the determination as to all future trunk and lateral assessments, connection fees and any and all future other charges related to the extension of public sanitary sewer and related utility improvements to service all, or a portion of, the Property.

2. Easement. In consideration of the City's agreements contained in this Agreement, Loch Gregor has granted certain permanent, temporary and access easements to the City over the Property, as further detailed in that certain Permanent Watermain Easement, Temporary Construction Easement and Temporary Access Easement, which is dated as of the date hereof (the "**Easement**").

3. Default. In the event that either party defaults in its obligations under this Agreement and such default continues for thirty (30) days after written notice from the nondefaulting party, the nondefaulting party shall be entitled to exercise all rights and remedies available at law or equity.

4. Notice. If at any time it is necessary or permissible to give any notice under the terms of this Agreement to either party hereto, such notice shall be deemed to have been given or served when presented personally or deposited with a reputable overnight courier company designed for next-day delivery, addressed as follows:

If to Loch Gregor: Loch Gregor, LLC
6180 Robert Trail South
Inver Grove Heights, Minnesota 55077

With a copy to: Larkin Hoffman Daly & Lindgren Ltd.
8300 Norman Center Drive, Suite 1000
Bloomington, Minnesota 55437
ATTN: Peter J. Coyle, Esq.

If to the City: City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, Minnesota 55077

With a copy to: LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, Minnesota 55075
ATTN: Timothy J. Kuntz

5. Authority. The parties signing this Agreement warrant and represent to the other party to this Agreement that they have full power, right and authority to execute this Agreement in their own name or in a representative capacity on behalf of any business entity named in this Agreement and that those signing on their behalf have the power and authority to bind such business entities to the terms and conditions of this Agreement.

6. Complete Agreement. This Agreement (including all exhibits) constitutes the complete agreement between the parties with respect to the matters addressed herein. There are no representations or other agreements between the parties in connection with the subject matter hereof, except as specifically set forth in this Agreement and in the Easement.

7. Miscellaneous. Each paragraph and each provision of this Agreement shall be considered to be separate and divisible. Any finding or decree of a court of competent jurisdiction that any paragraph or provision of this Agreement is invalid shall not affect the validity, effectiveness and enforceability of all other provisions of this Agreement. This Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted. This Agreement binds and benefits Loch Gregor, the City and their respective successors and assigns.

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

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

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written, to be effective on the Effective Date.

LOCH GREGOR, LLC

By: *E H Act*

Its: *Chief Manager*

CITY OF INVER GROVE HEIGHTS

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

EXHIBIT A

Legal Description of the Property

Real Property (Parcel A - Quit Claim Deed Doc. No. 2705350) located in the City of Inver Grove Heights, Dakota County, Minnesota, described as follows:

That part of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of Section 5, Township 27 North, Range 22 West, Dakota County, Minnesota, lying westerly and southwesterly of the hereinafter described Line 1:

LINE 1:

Commencing at the Northeast corner of said Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4); thence North 89 degrees 26 minutes West (assumed bearing) along the North line of said Northwest Quarter (NW 1/4) a distance of 937.0 feet to the point of beginning of Line 1 to be described; thence South 34 degrees 49 minutes 44 seconds East, 566.30 feet; thence South 48 degrees 25 minutes 47 seconds East, 820.47 feet to a point on the East line of said Northwest Quarter (NW 1/4), which point is 1000.00 feet South of the Northeast corner of said Northwest Quarter (NW 1/4), measured along said East line, and there terminating,

Together with that part of the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) of said Section 5, lying north of the following described Line 2:

LINE 2:

Beginning at a point on the east line of said Northwest Quarter (NW 1/4) of Section 5, distant 1442.50 feet south of the Northeast corner of said Northwest Quarter (NW 1/4), measured along said east line; thence westerly to a point on the west line of said Northwest Quarter (NW 1/4) of Section 5, distant 1432.90 feet south of the Northwest corner of said Northwest Quarter (NW 1/4), measured along said west line, and there terminating,

Together with that part of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of said Section 5, lying north of the following described Line 3:

LINE 3:

Commencing at the Northwest corner of the Northwest Quarter (NW 1/4) of Section 5, Township 27 North, Range 22 West, Dakota County, Minnesota; thence South 00 degrees 56 minutes 05 seconds East, assumed bearing, along the west line of said Northwest Quarter (NW 1/4), a distance of 917.80 feet to the point of beginning of Line 3 to be described; thence North 89 degrees 51 minutes 32 seconds East, 60.00 feet; thence North 00 degrees 56 minutes 05 seconds West, 90.00 feet; thence South 64 degrees 13 minutes 52 seconds East, 205.95 feet; thence North 89 degrees 51 minutes 32 seconds East, 1028.32 feet to a point which is 41.00 feet west of the east line of said Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4), measured at a right angle to said east line; thence South 02 degrees 24 minutes 41 seconds East, 220.59 feet, to a point

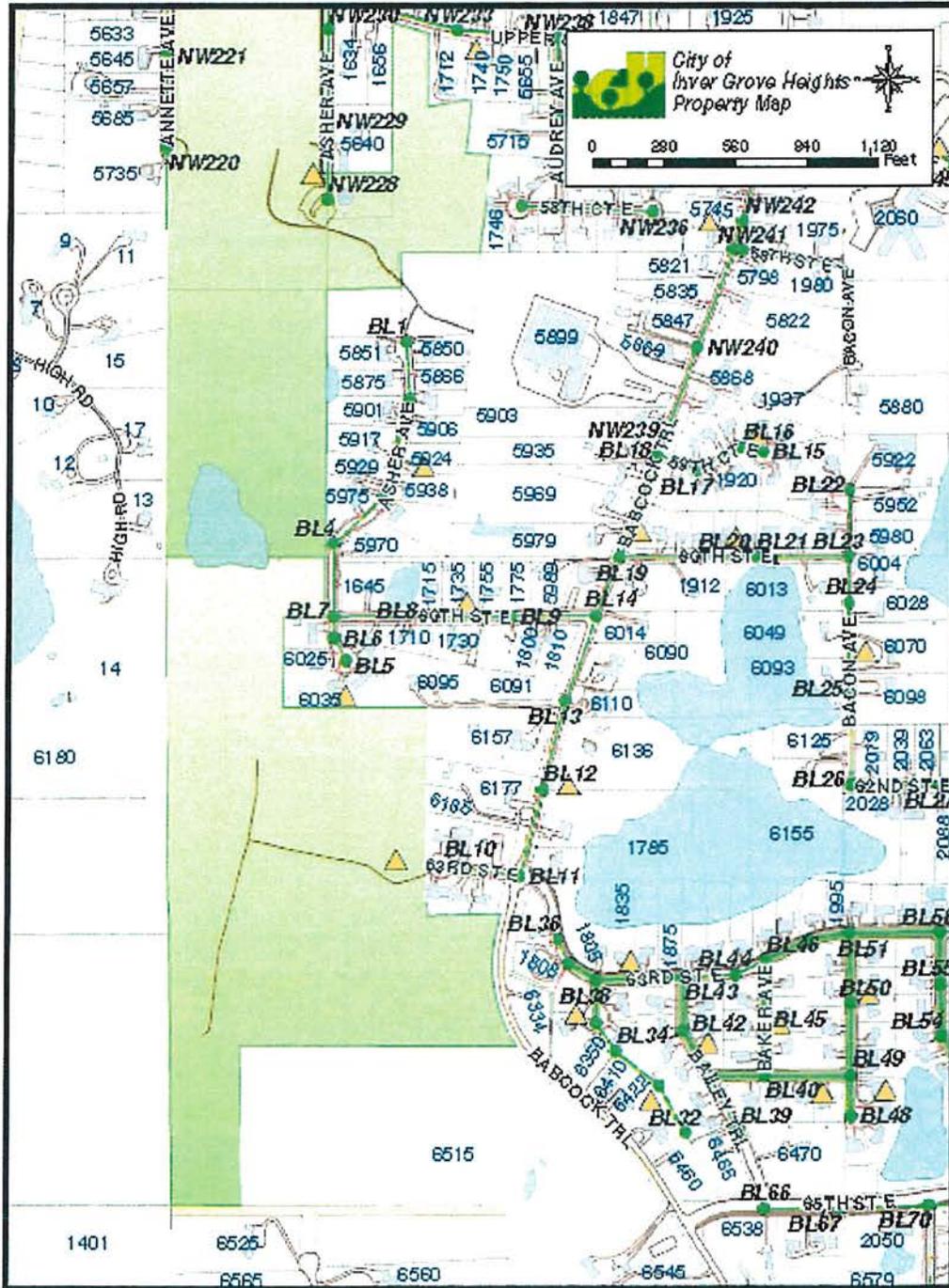
35.00 feet west of said east line, measured at a right angle thereto; thence North 89 degrees 08 minutes 46 seconds East, 35.00 feet to said east line and there terminating,

Excepting from the aforescribed parcels of land those parts of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of Section 5, Township 27 North, Range 22 West, Dakota County, Minnesota, and of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of said Section 5, lying northerly of the following described line:

Commencing at the Northeast corner of said Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4); thence South 89 degrees 47 minutes 19 seconds West (assumed bearing) along the North line of said Northwest Quarter (NW 1/4) a distance of 937.00 feet to the point of beginning of the line to be described; thence South 82 degrees 39 minutes 22 seconds West, 402.70 feet; thence South 89 degrees 47 minutes 19 seconds West, 285.00 feet; thence North 16 degrees 49 minutes 30 seconds West, 52.18 feet to the north line of said Northwest Quarter (NW 1/4) and there terminating.

EXHIBIT B

Depiction of the current location of East Sanitary Sewer



CITY OF INVER GROVE HEIGHTS

ARGENTA HILLS TRUNK UTILITY EXTENSION

DRAINAGE & UTILITY EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT

PROPOSED EASEMENT DESCRIPTIONS

A perpetual easement for drainage and utility purposes, being a strip of land 20.00 feet wide, over, under and across that part of the hereinafter described Parcel A, lying 10.00 feet to the right and 10.00 feet to the left of a line described as follows:

Commencing at the northwest corner of the Northwest Quarter of Section 5, Township 27 North, Range 22 West of the 4th Principal Meridian, Dakota County, Minnesota; thence on an assumed bearing of South 00 degrees 56 minutes 05 seconds East along the west line of said Northwest Quarter, a distance of 847.70 feet to the point of beginning of the line to be described; thence North 89 degrees 51 minutes 49 seconds East, a distance of 1179.06 feet; thence South 88 degrees 53 minutes 11 seconds East, a distance of 20.00 feet; thence South 67 degrees 30 minutes 02 seconds East, a distance of 120.24 feet; thence South 45 degrees 00 minutes 00 seconds East, a distance of 96.58 feet; thence South 22 degrees 29 minutes 57 seconds East, a distance of 52.21 feet to a point hereafter referred to as Point A, and said line there terminating.

EXCEPT that part thereof lying within the existing right-of-way of State Trunk Highway No. 3 (Robert Trail South).

AND

Together with a perpetual easement for drainage and utility purposes, being a strip of land 30.00 feet wide, over, under and across that part of the hereinafter described Parcel A, lying 15.00 feet to the right and 15.00 feet to the left of a line described as follows:

Commencing at the aforementioned Point A; thence South 64 degrees 09 minutes 02 seconds West, a distance of 10.02 feet to the point of beginning of the line to be described (the west line of the Northwest Quarter of Section 5, Township 27 North, Range 22 West of the 4th Principal Meridian, Dakota County, Minnesota, is assumed to bear South 00 degrees 56 minutes 05 seconds East); thence North 64 degrees 09 minutes 02 seconds East, a distance of 150.28 feet; thence North 75 degrees 24 minutes 02 seconds East, a distance of 75.37 feet; thence South 86 degrees 23 minutes 31 seconds East, a distance of 143.94 feet; thence North 79 degrees 22 minutes 34 seconds East, a distance of 126.06 feet; thence North 64 degrees 03 minutes 28

seconds East, a distance of 113.43 feet; thence North 59 degrees 24 minutes 24 seconds East, a distance of 334.21 feet to a point hereinafter referred to as Point B; thence continuing North 59 degrees 24 minutes 24 seconds East, a distance of 21.10 to the northeasterly line of said Parcel A, and said line there terminating.

AND

Together with a perpetual easement for drainage and utility purposes, being a strip of land 35.00 feet wide, over, under and across that part of the hereinafter described Parcel A, lying 15.00 feet to the right and 20.00 feet to the left of a line described as follows:

Commencing at the aforementioned Point B; thence South 49 degrees 11 minutes 23 seconds East, being a line parallel with the northeasterly line of said Parcel A (the west line of the Northwest Quarter of Section 5, Township 27 North, Range 22 West of the 4th Principal Meridian, Dakota County, Minnesota, is assumed to bear South 00 degrees 56 minutes 05 seconds East), a distance of 494.66 feet to the east line of said Northwest Quarter, and said line there terminating.

The sidelines of said 35.00 feet wide perpetual easement shall be prolonged or shortened to terminate at said east line of the Northwest Quarter.

AND

Together with a temporary easement for construction purposes over, under and across that part of the hereinafter described Parcel A, described as follows:

Commencing at the northwest corner of the Northwest Quarter of Section 5, Township 27 North, Range 22 West of the 4th Principal Meridian, Dakota County, Minnesota; thence on an assumed bearing of South 00 degrees 56 minutes 05 seconds East along the west line of said Northwest Quarter, a distance of 917.80 feet to the point of beginning of the easement to be described; thence North 89 degrees 51 minutes 32 seconds East, a distance of 60.00 feet; thence North 00 degrees 56 minutes 05 seconds West, a distance of 90.00 feet; thence South 64 degrees 13 minutes 52 seconds East, a distance of 205.95 feet; thence North 89 degrees 51 minutes 32 seconds East, a distance of 1028.32 feet to a point which is 41.00 feet west of the east line of the Northwest Quarter of the Northwest Quarter of said Section 5, measured at a right angle to said east line; thence South 02 degrees 24 minutes 41 seconds East along a line if extended southerly would intersect a point 35.00 feet west of said east line, measured at a right angle thereto, a distance of 29.44 feet; thence South 64 degrees 29 minutes 39 seconds East, a distance of 82.06 feet; thence South 22 degrees 29 minutes 57 seconds East, a distance of 77.34 feet; thence North 64 degrees 09 minutes 02 seconds East, a distance of 114.30 feet; thence North 90 degrees 00 minutes 00 seconds East, a distance of 315.91 feet; thence North 00 degrees 00 minutes 00 seconds East, a distance of 44.27 feet; thence North 79 degrees 22 minutes 34 seconds East, a distance of 78.84 feet; thence North 18 degrees 16 minutes 59 seconds West, a distance of 30.27 feet; thence South 79 degrees 22 minutes 34 seconds West, a distance of 126.06 feet; thence North 86 degrees 23 minutes 31 seconds West, a distance of 143.94 feet; thence South 75 degrees 24 minutes 02 seconds West, a distance of 75.37 feet; thence North 87 degrees 38 minutes 30 seconds West, a distance of 31.73 feet; thence North 67

degrees 30 minutes 02 seconds West, a distance of 313.58 feet; thence North 88 degrees 53 minutes 11 seconds West, a distance of 23.99 feet; thence South 89 degrees 51 minutes 49 seconds West, a distance of 859.52 feet; thence North 00 degrees 56 minutes 05 seconds West, a distance of 190.02 feet; thence South 89 degrees 51 minutes 49 seconds West 320.03 feet to said west line of the Northwest Quarter; thence southerly along said west line of the Northwest Quarter to the point of beginning.

EXCEPT those parts thereof lying within the existing right-of-way of State Trunk Highway No. 3 (Robert Trail South), the above described 20.00 feet wide perpetual easement, and the above described 30.00 feet wide perpetual easement.

AND

Together with a temporary easement for construction purposes, being a strip of land 75.00 feet wide, over, under and across that part of the hereinafter described Parcel A, lying 55.00 feet to the right and 20.00 feet to the left of a line described as follows:

Commencing at the aforementioned Point B; thence North 49 degrees 11 minutes 23 seconds West, being a line parallel with the northeasterly line of said Parcel A (the west line of the Northwest Quarter of Section 5, Township 27 North, Range 22 West of the 4th Principal Meridian, Dakota County, Minnesota, is assumed to bear South 00 degrees 56 minutes 05 seconds East), a distance of 82.54 feet to the point of beginning of the line to be described; thence South 49 degrees 11 minutes 23 seconds East along said parallel line, a distance of 133.32 feet, and said line there terminating.

EXCEPT those parts thereof lying within the above described 30.00 feet wide and 35.00 feet wide perpetual easements.

PARCEL A
(Quit Claim Deed Doc. No. 2705350)

That part of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of Section 5, Township 27 North, Range 22 West, Dakota County, Minnesota, lying westerly and southwesterly of the hereinafter described Line 1:

LINE 1:

Commencing at the Northeast corner of said Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4); thence North 89 degrees 26 minutes West (assumed bearing) along the North line of said Northwest Quarter (NW 1/4) a distance of 937.0 feet to the point of beginning of Line 1 to be described; thence South 34 degrees 49 minutes 44 seconds East, 566.30 feet; thence South 48 degrees 25 minutes 47 seconds East, 820.47 feet to a point on the East line of said Northwest Quarter (NW 1/4), which point is 1000.00 feet South of the Northeast corner of said Northwest Quarter (NW 1/4), measured along said East line, and there terminating,

Together with that part of the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) of said Section 5, lying north of the following described Line 2:

LINE 2:

Beginning at a point on the east line of said Northwest Quarter (NW 1/4) of Section 5, distant 1442.50 feet south of the Northeast corner of said Northwest Quarter (NW 1/4), measured along said east line; thence westerly to a point on the west line of said Northwest Quarter (NW 1/4) of Section 5, distant 1432.90 feet south of the Northwest corner of said Northwest Quarter (NW 1/4), measured along said west line, and there terminating,

Together with that part of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of said Section 5, lying north of the following described Line 3:

LINE 3:

Commencing at the Northwest corner of the Northwest Quarter (NW 1/4) of Section 5, Township 27 North, Range 22 West, Dakota County, Minnesota; thence South 00 degrees 56 minutes 05 seconds East, assumed bearing, along the west line of said Northwest Quarter (NW 1/4), a distance of 917.80 feet to the point of beginning of Line 3 to be described; thence North 89 degrees 51 minutes 32 seconds East, 60.00 feet; thence North 00 degrees 56 minutes 05 seconds West, 90.00 feet; thence South 64 degrees 13 minutes 52 seconds East, 205.95 feet; thence North 89 degrees 51 minutes 32 seconds East, 1028.32 feet to a point which is 41.00 feet west of the east line of said Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4), measured at a right angle to said east line; thence South 02 degrees 24 minutes 41 seconds East, 220.59 feet, to a point 35.00 feet west of said east line, measured at a right angle thereto; thence North 89 degrees 08 minutes 46 seconds East, 35.00 feet to said east line and there terminating,

Excepting from the aforescribed parcels of land those parts of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of Section 5, Township 27 North, Range 22 West, Dakota County, Minnesota, and of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of said Section 5, lying northerly of the following described line:

Commencing at the Northeast corner of said Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4); thence South 89 degrees 47 minutes 19 seconds West (assumed bearing) along the North line of said Northwest Quarter (NW 1/4) a distance of 937.00 feet to the point of beginning of the line to be described; thence South 82 degrees 39 minutes 22 seconds West, 402.70 feet; thence South 89 degrees 47 minutes 19 seconds West, 285.00 feet; thence North 16 degrees 49 minutes 30 seconds West, 52.18 feet to the north line of said Northwest Quarter (NW 1/4) and there terminating.

PROPOSED EASEMENT DESCRIPTIONS

A perpetual easement for drainage and utility purposes, being a strip of land 20.00 feet wide, over, under and across that part of the hereinafter described Parcel A, lying 10.00 feet to the right and 10.00 feet to the left of a line described as follows:

Commencing at the northwest corner of the Northwest Quarter of Section 5, Township 27 North, Range 22 West of the 4th Principal Meridian, Dakota County, Minnesota; thence on an assumed bearing of South 00 degrees 05 minutes 05 seconds East along the west line of said Northwest Quarter, a distance of 847.70 feet to the point of beginning of the line to be described; thence North 89 degrees 51 minutes 49 seconds East, a distance of 1179.06 feet; thence South 88 degrees 53 minutes 11 seconds East, a distance of 20.00 feet; thence South 67 degrees 30 minutes 02 seconds East, a distance of 120.24 feet; thence South 45 degrees 00 minutes 00 seconds East, a distance of 96.58 feet; thence South 22 degrees 59 minutes 57 seconds East, a distance of 52.21 feet to a point hereinafter referred to as Point A, and said line there terminating.

EXCEPT that part thereof lying within the existing right-of-way of State Trunk Highway No. 3 (Robart Trail South).

AND

Together with a perpetual easement for drainage and utility purposes, being a strip of land 30.00 feet wide, over, under and across that part of the hereinafter described Parcel A, lying 15.00 feet to the right and 15.00 feet to the left of a line described as follows:

Commencing at the aforementioned Point A, thence South 64 degrees 09 minutes 02 seconds West, a distance of 110.02 feet to the point of beginning of the line to be described (the west line of the Northwest Quarter of Section 5, Township 27 North, Range 22 West of the 4th Principal Meridian, Dakota County, Minnesota); is assumed to bear South 00 degrees 55 minutes 05 seconds East; thence North 64 degrees 09 minutes 02 seconds East, a distance of 150.28 feet; thence North 75 degrees 24 minutes 02 seconds East, a distance of 75.37 feet; thence South 86 degrees 23 minutes 31 seconds East, a distance of 143.94 feet; thence North 79 degrees 22 minutes 34 seconds East, a distance of 126.06 feet; thence North 64 degrees 09 minutes 28 seconds East, a distance of 113.43 feet; thence North 59 degrees 24 minutes 24 seconds East, a distance of 394.21 feet to a point hereinafter referred to as Point B; thence continuing North 59 degrees 24 minutes 24 seconds East, a distance of 22.10 to the northeasterly line of said Parcel A, and said line there terminating.

AND

Together with a perpetual easement for drainage and utility purposes, being a strip of land 35.00 feet wide, over, under and across that part of the hereinafter described Parcel A, lying 15.00 feet to the right and 20.00 feet to the left of a line described as follows:

Commencing at the aforementioned Point B, thence South 49 degrees 11 minutes 23 seconds East, being a line parallel with the northeasterly line of said Parcel A (the west line of the Northwest Quarter of Section 5, Township 27 North, Range 22 West of the 4th Principal Meridian, Dakota County, Minnesota), is assumed to bear South 00 degrees 05 seconds East, a distance of 494.66 feet to the east line of said Northwest Quarter, and said line there terminating.

The sidelines of said 35.00 feet wide perpetual easement shall be prolonged or shortened to terminate at said east line of the Northwest Quarter.

AND

Together with a temporary easement for construction purposes over, under and across that part of the hereinafter described Parcel A, described as follows:

Commencing at the northwest corner of the Northwest Quarter of Section 5, Township 27 North, Range 22 West of the 4th Principal Meridian, Dakota County, Minnesota; thence on an assumed bearing of South 00 degrees 56 minutes 05 seconds East along the west line of said Northwest Quarter, a distance of 917.80 feet to the point of beginning of the easement to be described; thence North 89 degrees 51 minutes 32 seconds East, a distance of 60.00 feet; thence North 00 degrees 56 minutes 05 seconds West, a distance of 50.00 feet; thence South 64 degrees 13 minutes 57 seconds East, a distance of 205.05 feet; thence North 89 degrees 51 minutes 32 seconds East, a distance of 1028.32 feet to a point which is 41.00 feet west of the east line of the Northwest Quarter of said Section 5, measured at a right angle to said east line; thence South 02 degrees 24 minutes 41 seconds East along a line it extended southerly would intersect a point 35.00 feet west of said east line, measured at a right angle thereto, a distance of 29.44 feet; thence South 64 degrees 28 minutes 39 seconds East, a distance of 82.06 feet; thence South 22 degrees 29 minutes 57 seconds East, a distance of 77.34 feet; thence North 64 degrees 09 minutes 02 seconds East, a distance of 114.30 feet; thence North 90 degrees 00 minutes 00 seconds East, a distance of 315.91 feet; thence North 00 degrees 00 seconds East, a distance of 44.27 feet; thence North 79 degrees 22 minutes 34 seconds East, a distance of 78.84 feet; thence North 18 degrees 18 minutes 59 seconds West, a distance of 30.27 feet; thence South 79 degrees 22 minutes 34 seconds West, a distance of 126.06 feet; thence North 86 degrees 23 minutes 31 seconds West, a distance of 143.94 feet; thence South 75 degrees 24 minutes 02 seconds West, a distance of 75.37 feet; thence North 87 degrees 38 minutes 30 seconds West, a distance of 313.58 feet; thence North 88 degrees 53 minutes 11 seconds West, a distance of 23.99 feet; thence South 89 degrees 51 minutes 49 seconds West, a distance of 859.52 feet; thence North 00 degrees 05 seconds West, a distance of 31.73 feet; thence North 67 degrees 30 minutes 02 seconds West, a distance of 190.02 feet; thence South 89 degrees 51 minutes 49 seconds West, a distance of 320.03 feet to said west line of the Northwest Quarter; thence southerly along said west line of the Northwest Quarter to the point of beginning.

AND

EXCEPT those parts thereof lying within the existing right-of-way of State Trunk Highway No. 3 (Robart Trail South), the above described 20.00 feet wide perpetual easement, and the above described 30.00 feet wide perpetual easement.

Together with a temporary easement for construction purposes, being a strip of land 75.00 feet wide, over, under and across that part of the hereinafter described Parcel A, lying 55.00 feet to the right and 20.00 feet to the left of a line described as follows:

Commencing at the aforementioned Point B, thence North 49 degrees 11 minutes 23 seconds West, being a line parallel with the northeasterly line of said Parcel A (the west line of the Northwest Quarter of Section 5, Township 27 North, Range 22 West of the 4th Principal Meridian, Dakota County, Minnesota), is assumed to bear South 00 degrees 05 seconds East, a distance of 82.54 feet to the point of beginning of the line to be described; thence South 49 degrees 11 minutes 23 seconds East along said parallel line, a distance of 133.32 feet, and said line there terminating.

EXCEPT those parts thereof lying within the above described 30.00 feet wide and 35.00 feet wide perpetual easements.

SURVEYOR'S CERTIFICATION

I hereby certify that this survey 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.

Eric R. Villafra
Eric R. Villafra
License Number 46156
Date 8/31/2015

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 <p>BOLTON & MENK, INC. Consulting Engineers & Surveyors 12224 WICOLET AVENUE BURNSVILLE, MINNESOTA 55337 (952)-890-0505</p>	<p>EASEMENT EXHIBIT 6180 ROBERT TRAIL S., INVER GROVE HEIGHTS, MN</p>	<p>SHEET 1 OF 4 SHEETS</p> <p>PART OF NW 1/4 OF SEC. 5, TWP. 27 N., RGE. 22 W. DAKOTA COUNTY, MN</p> <p>FOR: CITY OF INVER GROVE HEIGHTS</p>
	<p>JOB NUMBER: T18.109658 FIELD BOOK: N/A DRAWN BY: MMH</p>	

PARCEL A
(Old Claim Deed No. 2705350)

That part of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of Section 5, Township 27 North, Range 22 West, Dakota County, Minnesota, lying westerly and southwesterly of the hereinafter described line 1:

LINE 1:

Commencing at the Northeast corner of said Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4); thence North 89 degrees 26 minutes West (assumed bearing) along the North line of said Northwest Quarter (NW 1/4) a distance of 937.0 feet to the point of beginning of Line 1 to be described; thence South 34 degrees 49 minutes 44 seconds East, 566.50 feet; thence South 48 degrees 23 minutes 47 seconds East, 620.47 feet to a point on the East line of said Northwest Quarter (NW 1/4), which point is 1000.00 feet South of the Northeast corner of said Northwest Quarter (NW 1/4); measured along said East line, and there terminating.

Together with that part of the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) of said Section 5, lying north of the following described Line 2:

LINE 2:

Beginning at a point on the east line of said Northwest Quarter (NW 1/4) of Section 5, distant 1442.50 feet south of the Northeast corner of said Northwest Quarter (NW 1/4); measured along said east line; thence westerly to a point on the west line of said Northwest Quarter (NW 1/4) of Section 5, distant 1432.90 feet south of the Northwest corner of said Northwest Quarter (NW 1/4); measured along said west line, and there terminating.

Together with that part of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of said Section 5, lying north of the following described Line 3:

LINE 3:

Commencing at the Northwest corner of the Northwest Quarter (NW 1/4) of Section 5, Township 27 North, Range 22 West, Dakota County, Minnesota; thence South 00 degrees 05 seconds East, assumed bearing, along the west line of said Northwest Quarter (NW 1/4), a distance of 917.80 feet to the point of beginning of Line 3 to be described; thence North 89 degrees 51 minutes 32 seconds East, 60.00 feet; thence North 00 degrees 56 minutes 05 seconds West, 90.00 feet; thence South 64 degrees 13 minutes 57 seconds East, 205.95 feet; thence North 89 degrees 51 minutes 32 seconds East, 1028.32 feet to a point which is 41.00 feet west of the east line of said Northwest Quarter (NW 1/4); measured at a right angle to said east line; thence South 02 degrees 24 minutes 41 seconds East, 220.59 feet, to a point 35.00 feet west of said east line, measured at a right angle thereto; thence North 89 degrees 08 minutes 46 seconds East, 35.00 feet to said east line and there terminating.

Excepting from the abovescribed parcels of land those parts of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of Section 5, Township 27 North, Range 22 West, Dakota County, Minnesota, and of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of said Section 5, lying northerly of the following described line:

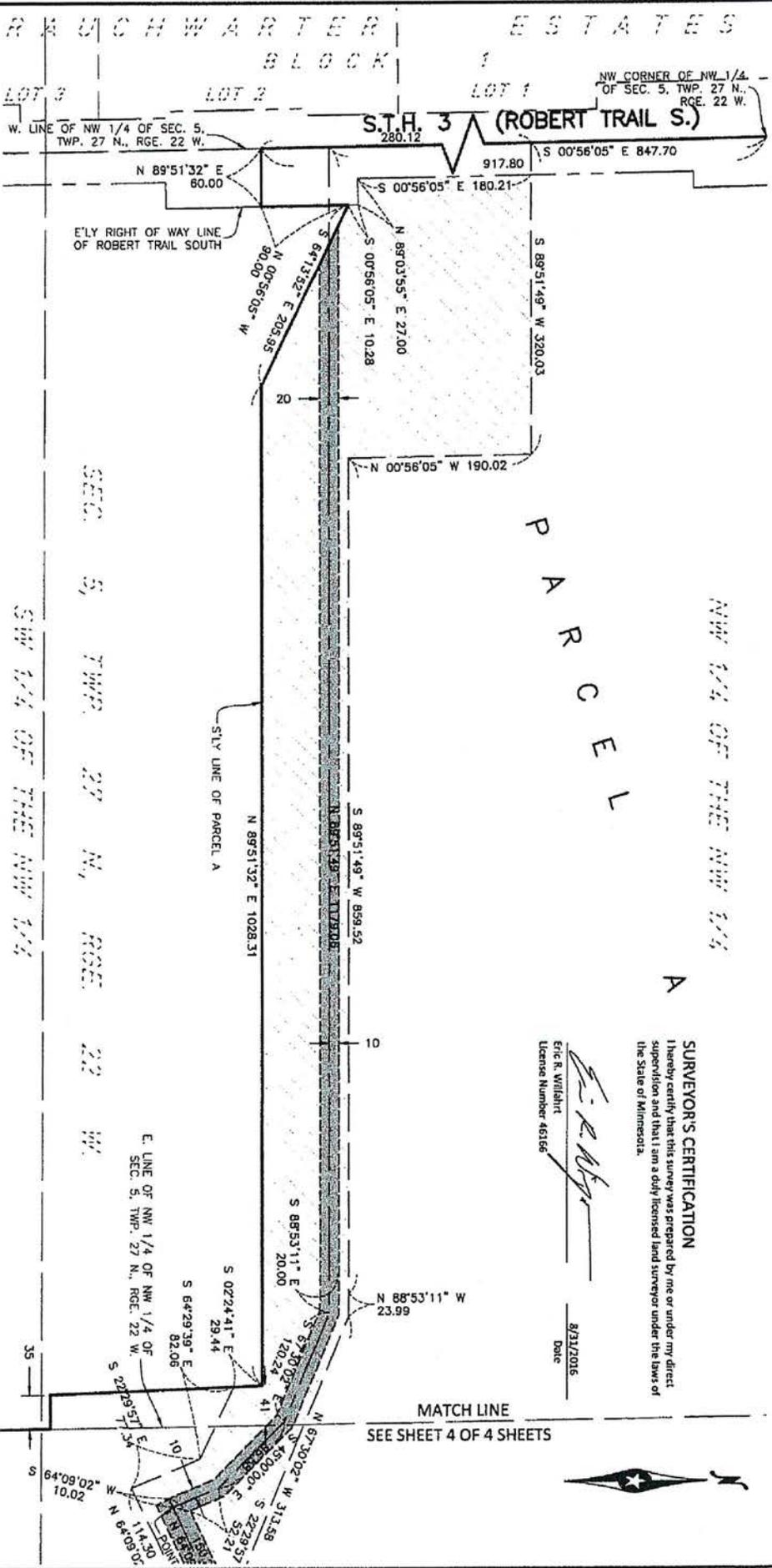
Commencing at the Northeast corner of said Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4); thence South 89 degrees 47 minutes 19 seconds West (assumed bearing) along the North line of said Northwest Quarter (NW 1/4) a distance of 937.00 feet to the point of beginning of the line to be described; thence South 82 degrees 39 minutes 22 seconds West, 402.70 feet; thence South 89 degrees 47 minutes 19 seconds West, 285.00 feet; thence North 16 degrees 49 minutes 30 seconds West, 52.18 feet to the north line of said Northwest Quarter (NW 1/4) and there terminating.

SURVEYOR'S CERTIFICATION

I hereby certify that this survey 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.


Eric R. Willhert
License Number 46166
Date 8/31/2016

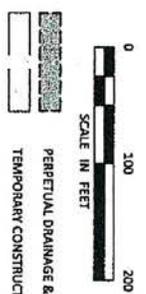
 <p>BOLTON & MENK, INC. Consulting Engineers & Surveyors 12224 NICOLLET AVENUE BURNSVILLE, MINNESOTA 55337 (952)-890-0509</p>	<p>EASEMENT EXHIBIT 6180 ROBERT TRAIL S., INVER GROVE HEIGHTS, MN</p>	<p>PART OF NW 1/4 OF SEC. 5, TWP. 27 N., RGE. 22 W., DAKOTA COUNTY, MN</p>
	<p>SHEET 2 OF 4 SHEETS</p>	<p>FOR: CITY OF INVER GROVE HEIGHTS</p>



SURVEYOR'S CERTIFICATION
 I hereby certify that this survey 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.

Eric R. Villalob
 Eric R. Villalob
 License Number 46166
 Date 8/21/2016

MATCH LINE
 SEE SHEET 4 OF 4 SHEETS



PERPETUAL DRAINAGE & UTILITY EASEMENT AREA: 72,631 SQ. FT.
 TEMPORARY CONSTRUCTION EASEMENT AREA: 168,641 SQ. FT.

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 H:\INCH\18108655\CAD\3D\108655EAS-A1.DWG 08-31-2016 1:53pm

<p>BOLTON & MENK, INC. Consulting Engineers & Surveyors 12224 NICOLET AVENUE BURNSVILLE, MINNESOTA 55337 (952) 890-0509</p>	<p>EASEMENT EXHIBIT 6180 ROBERT TRAIL S., INVER GROVE HEIGHTS, MN</p>
	<p>PART OF NW 1/4 OF SEC. 5, TWP. 27 N., RGE. 22 W., DAKOTA COUNTY, MN</p>
<p>FOR: CITY OF INVER GROVE HEIGHTS</p>	

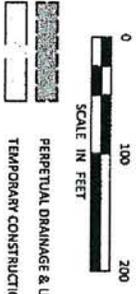
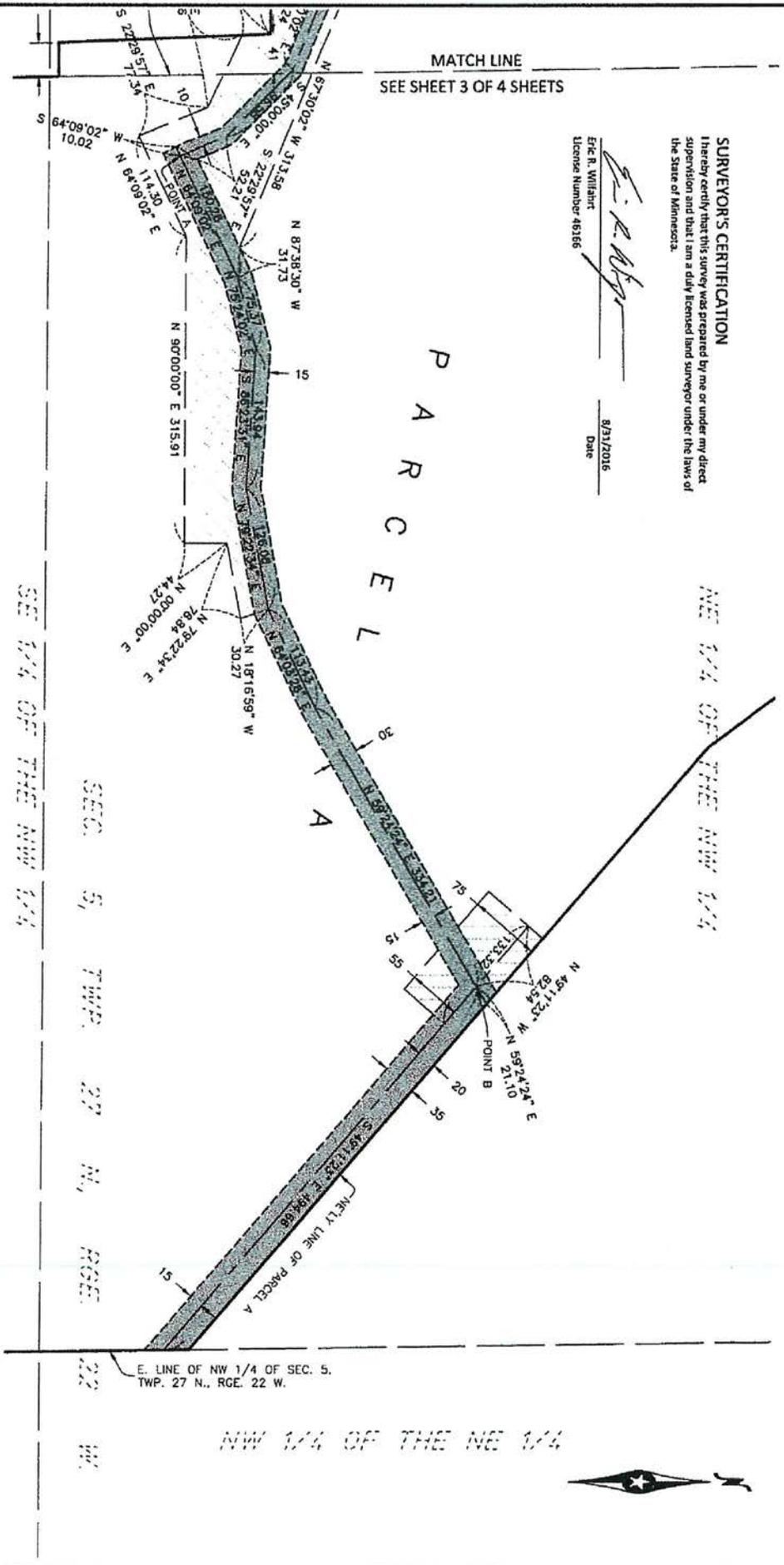
103 NUMBER: T18-108655 FIELD BOOK: N/A DRAWN BY: MMH FILE NO. 5008 55-177-923-11, 12, 14

SHEET 3 OF 4 SHEETS

SURVEYOR'S CERTIFICATION
 I hereby certify that this survey 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.

Eric R. Williams
 Eric R. Williams
 License Number 45156
 Date: 8/31/2016

MATCH LINE
 SEE SHEET 3 OF 4 SHEETS



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 H:\MKGHT\18108658\CAD\CAD\108658\BAR-RL.DWG 08-31-2016 1:58p.m.

EASEMENT EXHIBIT
 6180 ROBERT TRAIL S, INNER GROVE HEIGHTS, MN
BOLTON & MENK, INC.
 Consulting Engineers & Surveyors
 12224 NICOLLET AVENUE
 BURNSVILLE, MINNESOTA 55337
 (952) 899-0509

JOB NUMBER: 118.108658 FIELD BOOK: N/A DRAWN BY: MHL

SHEET 4 OF 4 SHEETS
 PART OF NW 1/4 OF
 SEC. 5, TWP. 27 N., RGE. 22 W.,
 DAKOTA COUNTY, MN
 FOR: CITY OF INNER GROVE HEIGHTS

FILE NO. 5008
 55-172-R22-11, 12, 14

CITY OF INVER GROVE HEIGHTS

ARGENTA HILLS TRUNK UTILITY EXTENSION TEMPORARY ACCESS EASEMENT

PROPOSED EASEMENT DESCRIPTIONS

A temporary easement for access purposes over, under and across that part of the hereinafter described Parcel A, described as follows:

Commencing at the northwest corner of the Northwest Quarter of Section 5, Township 27 North, Range 22 West of the 4th Principal Meridian, Dakota County, Minnesota; thence on an assumed bearing of South 00 degrees 56 minutes 05 seconds East along the west line of said Northwest Quarter, a distance of 917.80 feet to the point of beginning of the easement to be described; thence North 89 degrees 51 minutes 32 seconds East, a distance of 60.00 feet; thence North 00 degrees 56 minutes 05 seconds West, a distance of 90.00 feet; thence South 64 degrees 13 minutes 52 seconds East, a distance of 205.95 feet; thence North 89 degrees 51 minutes 32 seconds East, a distance of 1028.32 feet to a point which is 41.00 feet west of the east line of the Northwest Quarter of the Northwest Quarter of said Section 5, measured at a right angle to said east line; thence South 02 degrees 24 minutes 41 seconds East along a line if extended southerly would intersect a point 35.00 feet west of said east line, measured at a right angle thereto, a distance of 29.44 feet; thence South 64 degrees 29 minutes 39 seconds East, a distance of 82.06 feet; thence South 22 degrees 29 minutes 57 seconds East, a distance of 77.34 feet; thence North 64 degrees 09 minutes 02 seconds East, a distance of 114.30 feet; thence North 90 degrees 00 minutes 00 seconds East, a distance of 315.91 feet; thence North 00 degrees 00 minutes 00 seconds East, a distance of 44.27 feet; thence North 79 degrees 22 minutes 34 seconds East, a distance of 78.84 feet; thence North 18 degrees 16 minutes 59 seconds West, a distance of 15.14 feet; thence North 64 degrees 03 minutes 28 seconds East, a distance of 116.08 feet; thence North 59 degrees 24 minutes 24 seconds East, a distance of 324.04 feet to the intersection with a line lying 35.00 feet southwesterly of and parallel with the northeasterly line of said Parcel A; thence South 49 degrees 11 minutes 23 seconds East along said parallel line, a distance of 497.19 feet to the east line of said Northwest Quarter, also being the most easterly line of said Parcel A; thence North 00 degrees 46 minutes 24 seconds West along said east line, a distance of 46.79 feet to a northeast corner of said Parcel A; thence North 49 degrees 11 minutes 23 seconds West along the northeasterly line of said Parcel A, a distance of 486.01 feet; thence South 59 degrees 24 minutes 24 seconds West, a distance of 349.65 feet; thence South 64 degrees 03 minutes 28 seconds West, a distance of 110.81 feet; thence South 79 degrees 22 minutes 34 seconds West, a distance of 122.17 feet; thence North 86 degrees 23 minutes 31 seconds West, a distance of 144.47 feet; thence South 75 degrees 24 minutes 02 seconds West, a distance of 79.25 feet; thence South 64 degrees 09 minutes 02 seconds West, a

distance of 130.84 feet; thence North 22 degrees 29 minutes 57 seconds West, a distance of 38.58 feet; thence North 45 degrees 00 minutes 00 seconds West, a distance of 100.56 feet; thence North 67 degrees 30 minutes 02 seconds West, a distance of 124.11 feet; thence North 88 degrees 53 minutes 11 seconds West, a distance of 22.00 feet; thence South 89 degrees 51 minutes 49 seconds West, a distance of 1030.39 feet; thence North 64 degrees 13 minutes 52 seconds West, a distance of 166.68 feet to said west line of the Northwest Quarter; thence southerly along said west line of the Northwest Quarter to the point of beginning.

EXCEPT that part thereof lying within the existing right-of-way of State Trunk Highway No. 3 (Robert Trail South).

PARCEL A
(Quit Claim Deed Doc. No. 2705350)

That part of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of Section 5, Township 27 North, Range 22 West, Dakota County, Minnesota, lying westerly and southwesterly of the hereinafter described Line 1:

LINE 1:

Commencing at the Northeast corner of said Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4); thence North 89 degrees 26 minutes West (assumed bearing) along the North line of said Northwest Quarter (NW 1/4) a distance of 937.0 feet to the point of beginning of Line 1 to be described; thence South 34 degrees 49 minutes 44 seconds East, 566.30 feet; thence South 48 degrees 25 minutes 47 seconds East, 820.47 feet to a point on the East line of said Northwest Quarter (NW 1/4), which point is 1000.00 feet South of the Northeast corner of said Northwest Quarter (NW 1/4), measured along said East line, and there terminating,

Together with that part of the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) of said Section 5, lying north of the following described Line 2:

LINE 2:

Beginning at a point on the east line of said Northwest Quarter (NW 1/4) of Section 5, distant 1442.50 feet south of the Northeast corner of said Northwest Quarter (NW 1/4), measured along said east line; thence westerly to a point on the west line of said Northwest Quarter (NW 1/4) of Section 5, distant 1432.90 feet south of the Northwest corner of said Northwest Quarter (NW 1/4), measured along said west line, and there terminating,

Together with that part of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of said Section 5, lying north of the following described Line 3:

LINE 3:

Commencing at the Northwest corner of the Northwest Quarter (NW 1/4) of Section 5, Township 27 North, Range 22 West, Dakota County, Minnesota; thence South 00 degrees 56 minutes 05 seconds East, assumed bearing, along the west line of said Northwest Quarter (NW 1/4), a distance of 917.80 feet to the point of beginning of Line 3 to be described; thence North 89 degrees 51 minutes 32 seconds East, 60.00 feet; thence North 00 degrees 56 minutes 05 seconds West, 90.00 feet; thence South 64 degrees 13 minutes 52 seconds East, 205.95 feet;

thence North 89 degrees 51 minutes 32 seconds East, 1028.32 feet to a point which is 41.00 feet west of the east line of said Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4), measured at a right angle to said east line; thence South 02 degrees 24 minutes 41 seconds East, 220.59 feet, to a point 35.00 feet west of said east line, measured at a right angle thereto; thence North 89 degrees 08 minutes 46 seconds East, 35.00 feet to said east line and there terminating,

Excepting from the aforescribed parcels of land those parts of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of Section 5, Township 27 North, Range 22 West, Dakota County, Minnesota, and of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of said Section 5, lying northerly of the following described line:

Commencing at the Northeast corner of said Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4); thence South 89 degrees 47 minutes 19 seconds West (assumed bearing) along the North line of said Northwest Quarter (NW 1/4) a distance of 937.00 feet to the point of beginning of the line to be described; thence South 82 degrees 39 minutes 22 seconds West, 402.70 feet; thence South 89 degrees 47 minutes 19 seconds West, 285.00 feet; thence North 16 degrees 49 minutes 30 seconds West, 52.18 feet to the north line of said Northwest Quarter (NW 1/4) and there terminating.

PROPOSED EASEMENT DESCRIPTIONS

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EXCEPT that part thereof lying within the existing right-of-way of State Trunk Highway No. 3 (Robert Trail South).

PARCEL A
(Quit Claim Deed Doc. No. 2705350)

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LINE 1:

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Together with that part of the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) of said Section 5, lying north of the following described Line 2:

LINE 2:

Beginning at a point on the east line of said Northwest Quarter (NW 1/4) of Section 5, distant 1462.50 feet south of the Northeast corner of said Northwest Quarter (NW 1/4), measured along said east line; thence westerly to a point on the west line of said Northwest Quarter (NW 1/4) of Section 5, distant 1432.50 feet south of the Northwest corner of said Northwest Quarter (NW 1/4), measured along said west line, and there terminating.

Together with that part of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of said Section 5, lying north of the following described Line 3:

LINE 3:

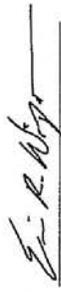
Commencing at the Northwest corner of the Northwest Quarter (NW 1/4) of Section 5, Township 27 North, Range 22 West, Dakota County, Minnesota; thence South 00 degrees 56 minutes 05 seconds East, assumed bearing, along the west line of said Northwest Quarter (NW 1/4), a distance of 917.80 feet to the point of beginning of Line 3 to be described; thence North 89 degrees 51 minutes 32 seconds East, 60.00 feet; thence North 00 degrees 05 minutes 05 seconds West, 90.00 feet; thence South 64 degrees 13 minutes 52 seconds East, 205.95 feet; thence North 89 degrees 51 minutes 32 seconds East, 1028.32 feet to a point, which is 41.00 feet west of the east line of said Northwest Quarter (NW 1/4), measured at a right angle to said east line; thence South 02 degrees 26 minutes 41 seconds East, 82.05 feet; thence North 64 degrees 29 minutes 39 seconds East, 220.59 feet, to a point 35.00 feet west of said east line, measured at a right angle thereto, thence North 89 degrees 08 minutes 45 seconds East, 35.00 feet to said east line and there terminating.

Excepting from the aforescribed parcels of land those parts of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of Section 5, Township 27 North, Range 22 West, Dakota County, Minnesota, and of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of said Section 5, lying northerly of the following described line:

Commencing at the Northeast corner of said Northwest Quarter (NE 1/4) of the Northwest Quarter (NW 1/4); thence South 89 degrees 47 minutes 19 seconds West (assumed bearing) along the North line of said Northwest Quarter (NW 1/4) a distance of 937.00 feet to the point of beginning of the line to be described; thence South 82 degrees 38 minutes 22 seconds West, 402.70 feet; thence South 89 degrees 47 minutes 19 seconds West, 285.00 feet; thence North 16 degrees 49 minutes 30 seconds West, 52.18 feet to the north line of said Northwest Quarter (NW 1/4) and there terminating.

SURVEYOR'S CERTIFICATION

I hereby certify that this survey 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.


Eric R. Wilfahrt
License Number 46166
Date 8/31/2016

REVISED: Easement Description & Legend 9/17/2016

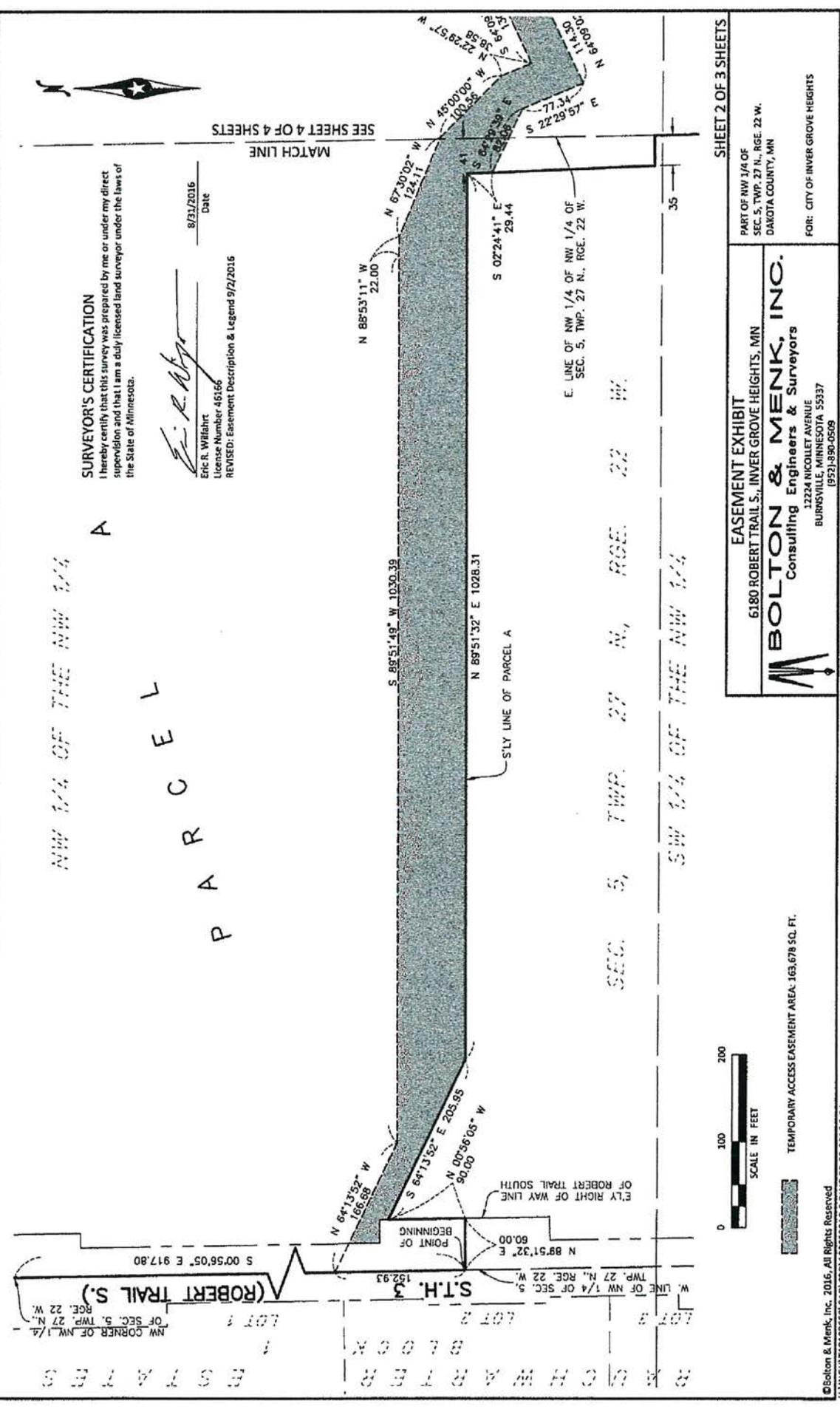
SHEET 1 OF 3 SHEETS

PART OF NW 1/4 OF
SEC. 5, TWP. 27 N., RGE. 22 W.
DAKOTA COUNTY, MN

EASEMENT EXHIBIT
6180 ROBERT TRAILS., INVER GROVE HEIGHTS, MN
BOLTON & MENK, INC.
Consulting Engineers & Surveyors
12224 NICOLLET AVENUE
BURNSVILLE, MINNESOTA 55337
(952) 890-0509

FOR: CITY OF INVER GROVE HEIGHTS

NW 1/4 OF THE NW 1/4
P A R C E L



SURVEYOR'S CERTIFICATION
I hereby certify that this survey 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.

E. R. Wilshart
Eric R. Wilshart
License Number 46166
REVISED: Easement Description & Legend 9/2/2016

8/31/2016
Date

SEE SHEET 4 OF 4 SHEETS

SHEET 2 OF 3 SHEETS

EASEMENT EXHIBIT
6180 ROBERT TRAIL S., INVER GROVE HEIGHTS, MN

BOLTON & MENK, INC.
Consulting Engineers & Surveyors
12224 NICOLET AVENUE
BURNSVILLE MINNESOTA 55337
(952) 890-0509

TEMPORARY ACCESS EASEMENT AREA: 163,678 SQ. FT.

SCALE IN FEET
0 100 200

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JOB NUMBER: T18.108658 FIELD BOOK: N/A DRAWN BY: MML
FOR: CITY OF INVER GROVE HEIGHTS
DAVOTA COUNTY, MN

FILE NO. 5008
55-T27-R22-11.12.14

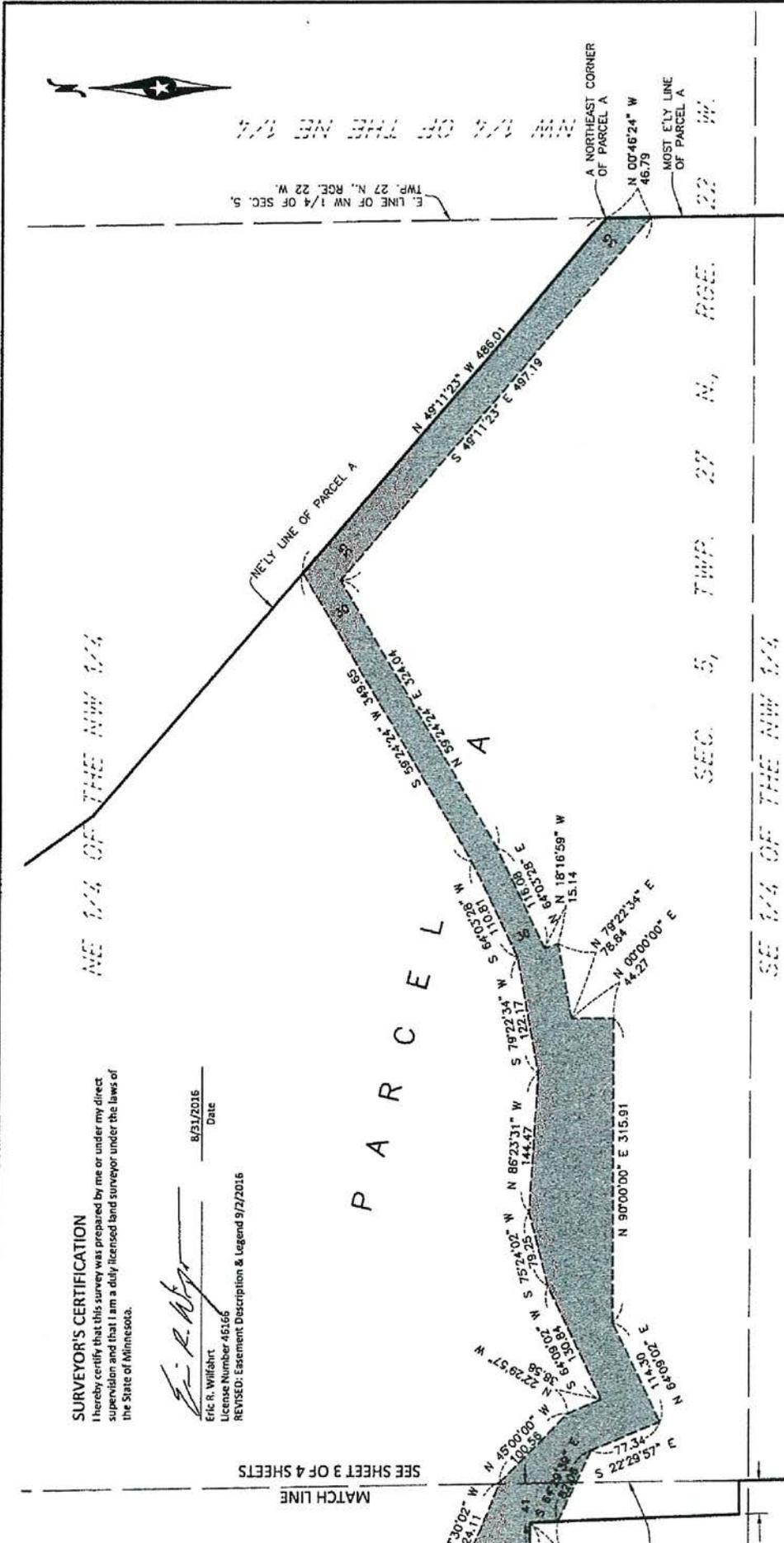
SURVEYOR'S CERTIFICATION

I hereby certify that this survey 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.

Eric R. Wilfahrt
 Eric R. Wilfahrt
 License Number 46166
 Date 8/31/2016

REVISED: Easement Description & Legend 9/7/2016

SEE SHEET 3 OF 4 SHEETS
 MATCH LINE



TEMPORARY ACCESS EASEMENT AREA: 163,678 SQ. FT.

SHEET 3 OF 3 SHEETS

PART OF NW 1/4 OF
 SEC. 5, TWP. 27 N., RGE. 22 W.
 DAKOTA COUNTY, MN

EASEMENT EXHIBIT
 6180 ROBERT TRAIL S., INVER GROVE HEIGHTS, MN
BOLTON & MENK, INC.
 Consulting Engineers & Surveyors
 13224 NICOLLET AVENUE
 BURNSVILLE, MINNESOTA 55337
 (952) 890-0509

FOR: CITY OF INVER GROVE HEIGHTS

JOB NUMBER: T18.108658 FIELD BOOK: N/A DRAWN BY: MML
 FILE NO. 5008
 55-127-R22-11, 12, 14

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**PERMANENT WATERMAIN EASEMENT,
TEMPORARY CONSTRUCTION EASEMENT AND
TEMPORARY ACCESS EASEMENT**

This **PERMANENT WATERMAIN EASEMENT, TEMPORARY CONSTRUCTION EASEMENT AND TEMPORARY ACCESS EASEMENT** (Easement) is made, granted and conveyed this 14 day of Sept., 2016, between **Loch Gregor, LLC**, a Minnesota limited liability company, hereinafter referred to as the "Landowner" and the City of Inver Grove Heights, a municipal corporation organized under the laws of the State of Minnesota, hereinafter referred to as the "City."

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

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

- 1.) A permanent nonexclusive easement for underground watermain and above ground valve, hydrant and control mechanism purposes and all such purposes ancillary, incident or related thereto, including the installation of any appurtenances and casing pipes related thereto (hereinafter "**Permanent Easement**") under, over, across, through and upon that real property identified, legally described and depicted on **Exhibit B** (hereinafter the "**Permanent Easement Area**") attached hereto and incorporated herein by reference; and
- 2.) A temporary nonexclusive easement for grading, sloping and construction purposes related to the construction and installation of an underground watermain and above ground valve, hydrant and/or control mechanism and all such purposes ancillary, incident or related thereto, including the installation of any appurtenances and casing pipes related thereto (hereinafter "**Temporary Easement**") under, over, across, through and upon that real property identified,

legally described and depicted on **Exhibit B** (hereinafter the "**Temporary Easement Area**") attached hereto and incorporated herein by reference. The Temporary Easement shall expire on December 31, 2018; and

- 3.) A temporary nonexclusive easement for ingress, egress and access purposes and all such purposes ancillary, incident or related thereto (hereinafter "**Temporary Access Easement**") under, over, across, through and upon that real property identified and legally described on **Exhibit C**, (hereinafter the "**Access Easement Area**") attached hereto and incorporated herein by reference. The Temporary Access Easement rights granted herein shall include, but not be limited to, the construction, maintenance, inspection, repair, replacement, grading, sloping, and restoration relating to any ingress, egress and access to the Landowner's Property, and all facilities and improvements ancillary, incident or related thereto, under, over, across, through and upon the Access Easement Area. Further, the City shall have the right to remove from the Access Easement Area trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location, construction, maintenance or operation of the Access Easement Area and to deposit earthen material in and upon the Access Easement Area. The Temporary Access Easement shall expire when the Access Easement Area is platted as part of the development of the Landowner's Property and the plat is recorded.

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.

- e.) to enter upon the Temporary Easement Area during the term of its existence for the purposes of construction, inspection, grading, sloping, and restoration relating to the purposes of this Easement; and
- f.) to maintain the Temporary Easement Area during the term of its existence, together with the right to excavate and refill ditches or trenches for the location of such pipes, conduits or mains; and
- g.) to remove from the Temporary Easement Area during the term of its existence trees, brush, herbage, aggregate, undergrowth and other obstructions interfering with the location, construction and maintenance of the pipes, conduits, or mains and to deposit earthen material in and upon the Temporary Easement Area; and
- h.) to remove or otherwise dispose of all earth or other material excavated from the Temporary Easement Area during the term of its existence.

The City shall indemnify, defend and hold harmless the Landowner from all claims, costs, damages and expenses arising from the City's negligent exercise of its rights under this Easement, or arising from any violation of this Easement by the City. The City, after any work contemplated hereunder, shall restore the Permanent Easement Area, the Temporary Easement Area and the Access Easement Area substantially to the grade that existed prior to the work.

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, Temporary Easement Area, the Access 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, itself or 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, do 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 and depicted on Exhibit B and that it has good right to grant and convey the Permanent Easement, Temporary Easement Area and the Access Easement Area herein to the City.

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

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

CITY OF INVER GROVE HEIGHTS

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this ____ day of _____, 2016, before me a Notary Public within and for said County, personally appeared George Tourville and Michelle Tesser, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipality.

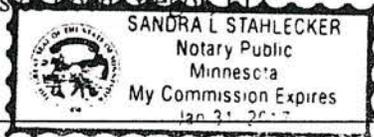
Notary Public

**LANDOWNER
LOCH GREGOR, LLC**

By: *EH*
Its: Chief Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 14 day of Sept., 2016, before me a Notary Public within and for said County, personally appeared ERIC H. GUERTZNER, to me personally known, who being by me duly sworn did say that he is the Chief Manager of Loch Gregor, LLC, a Minnesota limited liability company, and that the foregoing instrument was executed on behalf of Loch Gregor, LLC by authority of the Board of Governors of Loch Gregor, LLC.



Notary Public
Sandra Stahlecker
01/31/2017

This instrument was drafted by:
Timothy J. Kuntz
LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, Minnesota 55075
(651)451-1831

After recording, please return to:
Timothy J. Kuntz
LeVander, Gillen & Miller
633 South Concord Street, Suite 400
South St. Paul, Minnesota 55075
(651)451-1831

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER'S PROPERTY

Real Property (Parcel A - Quit Claim Deed Doc. No. 2705350) located in the City of Inver Grove Heights, Dakota County, Minnesota, described as follows:

That part of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of Section 5, Township 27 North, Range 22 West, Dakota County, Minnesota, lying westerly and southwesterly of the hereinafter described Line 1:

LINE 1:

Commencing at the Northeast corner of said Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4); thence North 89 degrees 26 minutes West (assumed bearing) along the North line of said Northwest Quarter (NW 1/4) a distance of 937.0 feet to the point of beginning of Line 1 to be described; thence South 34 degrees 49 minutes 44 seconds East, 566.30 feet; thence South 48 degrees 25 minutes 47 seconds East, 820.47 feet to a point on the East line of said Northwest Quarter (NW 1/4), which point is 1000.00 feet South of the Northeast corner of said Northwest Quarter (NW 1/4), measured along said East line, and there terminating,

Together with that part of the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) of said Section 5, lying north of the following described Line 2:

LINE 2:

Beginning at a point on the east line of said Northwest Quarter (NW 1/4) of Section 5, distant 1442.50 feet south of the Northeast corner of said Northwest Quarter (NW 1/4), measured along said east line; thence westerly to a point on the west line of said Northwest Quarter (NW 1/4) of Section 5, distant 1432.90 feet south of the Northwest corner of said Northwest Quarter (NW 1/4), measured along said west line, and there terminating,

Together with that part of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of said Section 5, lying north of the following described Line 3:

LINE 3:

Commencing at the Northwest corner of the Northwest Quarter (NW 1/4) of Section 5, Township 27 North, Range 22 West, Dakota County, Minnesota; thence South 00 degrees 56 minutes 05 seconds East, assumed bearing, along the west line of said Northwest Quarter (NW 1/4), a distance of 917.80 feet to the point of beginning of Line 3 to be described; thence North 89 degrees 51 minutes 32 seconds East, 60.00 feet; thence North 00 degrees 56 minutes 05 seconds West, 90.00 feet; thence South 64 degrees 13 minutes 52 seconds East, 205.95 feet; thence North 89 degrees 51 minutes 32 seconds East, 1028.32 feet to a point which is 41.00 feet west of the east line of said Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4), measured at a right angle to said

east line; thence South 02 degrees 24 minutes 41 seconds East, 220.59 feet, to a point 35.00 feet west of said east line, measured at a right angle thereto; thence North 89 degrees 08 minutes 46 seconds East, 35.00 feet to said east line and there terminating,

Excepting from the aforescribed parcels of land those parts of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of Section 5, Township 27 North, Range 22 West, Dakota County, Minnesota, and of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of said Section 5, lying northerly of the following described line:

Commencing at the Northeast corner of said Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4); thence South 89 degrees 47 minutes 19 seconds West (assumed bearing) along the North line of said Northwest Quarter (NW 1/4) a distance of 937.00 feet to the point of beginning of the line to be described; thence South 82 degrees 39 minutes 22 seconds West, 402.70 feet; thence South 89 degrees 47 minutes 19 seconds West, 285.00 feet; thence North 16 degrees 49 minutes 30 seconds West, 52.18 feet to the north line of said Northwest Quarter (NW 1/4) and there terminating.

EXHIBIT B
LEGAL DESCRIPTION AND DEPICTION OF PERMANENT
AND TEMPORARY EASEMENT AREAS

A **perpetual easement** for underground watermain and above ground valve, hydrant and control mechanism purposes and all such purposes ancillary, incident or related thereto, including the installation of any appurtenances and casing pipes related thereto being a strip of land 20.00 feet wide, over, under and across that part of the hereinafter described Parcel A, lying 10.00 feet to the right and 10.00 feet to the left of a line described as follows:

Commencing at the northwest corner of the Northwest Quarter of Section 5, Township 27 North, Range 22 West of the 4th Principal Meridian, Dakota County, Minnesota; thence on an assumed bearing of South 00 degrees 56 minutes 05 seconds East along the west line of said Northwest Quarter, a distance of 847.70 feet to the point of beginning of the line to be described; thence North 89 degrees 51 minutes 49 seconds East, a distance of 1179.06 feet; thence South 88 degrees 53 minutes 11 seconds East, a distance of 20.00 feet; thence South 67 degrees 30 minutes 02 seconds East, a distance of 120.24 feet; thence South 45 degrees 00 minutes 00 seconds East, a distance of 96.58 feet; thence South 22 degrees 29 minutes 57 seconds East, a distance of 52.21 feet to a point hereafter referred to as Point A, and said line there terminating.

EXCEPT that part thereof lying within the existing right-of-way of State Trunk Highway No. 3 (Robert Trail South).

AND

Together with a **perpetual easement** for underground watermain and above ground valve, hydrant and control mechanism purposes and all such purposes ancillary, incident or related thereto, including the installation of any appurtenances and casing pipes related thereto, being a strip of land 30.00 feet wide, over, under and across that part of the hereinafter described Parcel A, lying 15.00 feet to the right and 15.00 feet to the left of a line described as follows:

Commencing at the aforementioned Point A; thence South 64 degrees 09 minutes 02 seconds West, a distance of 10.02 feet to the point of beginning of the line to be described (the west line of the Northwest Quarter of Section 5, Township 27 North, Range 22 West of the 4th Principal Meridian, Dakota County, Minnesota, is assumed to bear South 00 degrees 56 minutes 05 seconds East); thence North 64 degrees 09 minutes 02 seconds East, a distance of 150.28 feet; thence North 75 degrees 24 minutes 02 seconds East, a distance of 75.37 feet; thence South 86 degrees 23 minutes 31 seconds East, a distance of 143.94 feet; thence North 79 degrees 22 minutes 34 seconds East, a distance of 126.06 feet; thence North 64 degrees 03 minutes 28 seconds East, a distance of 113.43 feet; thence North 59 degrees 24 minutes 24 seconds East, a distance of 334.21 feet to a point hereinafter referred to as Point B; thence continuing North 59 degrees 24

minutes 24 seconds East, a distance of 21.10 to the northeasterly line of said Parcel A, and said line there terminating.

AND

Together with a **perpetual easement** for underground watermain and above ground valve, hydrant and control mechanism purposes and all such purposes ancillary, incident or related thereto, including the installation of any appurtenances and casing pipes related thereto, being a strip of land 35.00 feet wide, over, under and across that part of the hereinafter described Parcel A, lying 15.00 feet to the right and 20.00 feet to the left of a line described as follows:

Commencing at the aforementioned Point B; thence South 49 degrees 11 minutes 23 seconds East, being a line parallel with the northeasterly line of said Parcel A (the west line of the Northwest Quarter of Section 5, Township 27 North, Range 22 West of the 4th Principal Meridian, Dakota County, Minnesota, is assumed to bear South 00 degrees 56 minutes 05 seconds East), a distance of 494.66 feet to the east line of said Northwest Quarter, and said line there terminating.

The sidelines of said 35.00 feet wide perpetual easement shall be prolonged or shortened to terminate at said east line of the Northwest Quarter.

AND

Together with a **temporary easement** for the construction and installation of an underground watermain and above ground valve, hydrant and/or control mechanism and all such purposes ancillary, incident or related thereto, including the installation of any appurtenances and casing pipes related thereto, over, under and across that part of the hereinafter described Parcel A, described as follows:

Commencing at the northwest corner of the Northwest Quarter of Section 5, Township 27 North, Range 22 West of the 4th Principal Meridian, Dakota County, Minnesota; thence on an assumed bearing of South 00 degrees 56 minutes 05 seconds East along the west line of said Northwest Quarter, a distance of 917.80 feet to the point of beginning of the easement to be described; thence North 89 degrees 51 minutes 32 seconds East, a distance of 60.00 feet; thence North 00 degrees 56 minutes 05 seconds West, a distance of 90.00 feet; thence South 64 degrees 13 minutes 52 seconds East, a distance of 205.95 feet; thence North 89 degrees 51 minutes 32 seconds East, a distance of 1028.32 feet to a point which is 41.00 feet west of the east line of the Northwest Quarter of the Northwest Quarter of said Section 5, measured at a right angle to said east line; thence South 02 degrees 24 minutes 41 seconds East along a line if extended southerly would intersect a point 35.00 feet west of said east line, measured at a right angle thereto, a distance of 29.44 feet; thence South 64 degrees 29 minutes 39 seconds East, a distance of 82.06 feet; thence South 22 degrees 29 minutes 57 seconds East, a distance of 77.34 feet; thence North 64 degrees 09 minutes 02 seconds East, a distance of 114.30 feet; thence North 90 degrees 00 minutes 00 seconds East, a distance of 315.91 feet; thence North 00 degrees

00 minutes 00 seconds East, a distance of 44.27 feet; thence North 79 degrees 22 minutes 34 seconds East, a distance of 78.84 feet; thence North 18 degrees 16 minutes 59 seconds West, a distance of 30.27 feet; thence South 79 degrees 22 minutes 34 seconds West, a distance of 126.06 feet; thence North 86 degrees 23 minutes 31 seconds West, a distance of 143.94 feet; thence South 75 degrees 24 minutes 02 seconds West, a distance of 75.37 feet; thence North 87 degrees 38 minutes 30 seconds West, a distance of 31.73 feet; thence North 67 degrees 30 minutes 02 seconds West, a distance of 313.58 feet; thence North 88 degrees 53 minutes 11 seconds West, a distance of 23.99 feet; thence South 89 degrees 51 minutes 49 seconds West, a distance of 859.52 feet; thence North 00 degrees 56 minutes 05 seconds West, a distance of 190.02 feet; thence South 89 degrees 51 minutes 49 seconds West 320.03 feet to said west line of the Northwest Quarter; thence southerly along said west line of the Northwest Quarter to the point of beginning.

EXCEPT those parts thereof lying within the existing right-of-way of State Trunk Highway No. 3 (Robert Trail South), the above described 20.00 feet wide perpetual easement, and the above described 30.00 feet wide perpetual easement.

AND

Together with a **temporary easement** for the construction and installation of an underground watermain and above ground valve, hydrant and/or control mechanism and all such purposes ancillary, incident or related thereto, including the installation of any appurtenances and casing pipes related thereto, being a strip of land 75.00 feet wide, over, under and across that part of the hereinafter described Parcel A, lying 55.00 feet to the right and 20.00 feet to the left of a line described as follows:

Commencing at the aforementioned Point B; thence North 49 degrees 11 minutes 23 seconds West, being a line parallel with the northeasterly line of said Parcel A (the west line of the Northwest Quarter of Section 5, Township 27 North, Range 22 West of the 4th Principal Meridian, Dakota County, Minnesota, is assumed to bear South 00 degrees 56 minutes 05 seconds East), a distance of 82.54 feet to the point of beginning of the line to be described; thence South 49 degrees 11 minutes 23 seconds East along said parallel line, a distance of 133.32 feet, and said line there terminating.

EXCEPT those parts thereof lying within the above described 30.00 feet wide and 35.00 feet wide perpetual easements.

PARCEL A
(Quit Claim Deed Doc. No. 2705350)

That part of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of Section 5, Township 27 North, Range 22 West, Dakota County, Minnesota, lying westerly and southwesterly of the hereinafter described Line 1:

LINE 1:

Commencing at the Northeast corner of said Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4); thence North 89 degrees 26 minutes West (assumed bearing) along the North line of said Northwest Quarter (NW 1/4) a distance of 937.0 feet to the point of beginning of Line 1 to be described; thence South 34 degrees 49 minutes 44 seconds East, 566.30 feet; thence South 48 degrees 25 minutes 47 seconds East, 820.47 feet to a point on the East line of said Northwest Quarter (NW 1/4), which point is 1000.00 feet South of the Northeast corner of said Northwest Quarter (NW 1/4), measured along said East line, and there terminating,

Together with that part of the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) of said Section 5, lying north of the following described Line 2:

LINE 2:

Beginning at a point on the east line of said Northwest Quarter (NW 1/4) of Section 5, distant 1442.50 feet south of the Northeast corner of said Northwest Quarter (NW 1/4), measured along said east line; thence westerly to a point on the west line of said Northwest Quarter (NW 1/4) of Section 5, distant 1432.90 feet south of the Northwest corner of said Northwest Quarter (NW 1/4), measured along said west line, and there terminating,

Together with that part of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of said Section 5, lying north of the following described Line 3:

LINE 3:

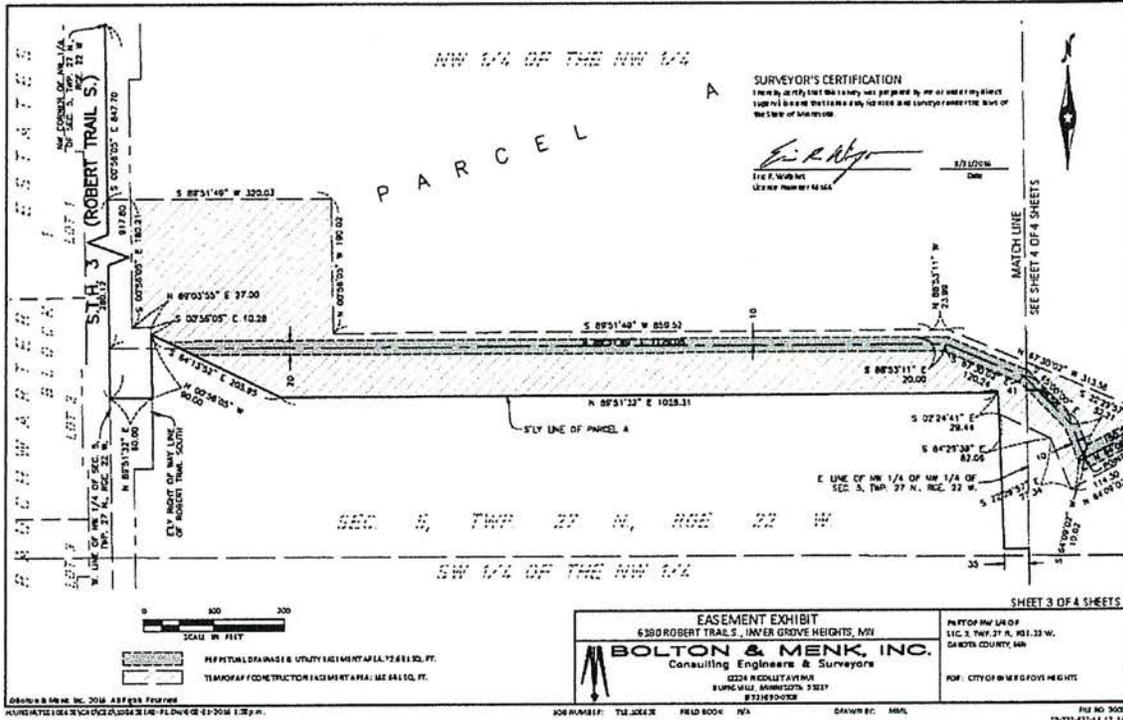
Commencing at the Northwest corner of the Northwest Quarter (NW 1/4) of Section 5, Township 27 North, Range 22 West, Dakota County, Minnesota; thence South 00 degrees 56 minutes 05 seconds East, assumed bearing, along the west line of said Northwest Quarter (NW 1/4), a distance of 917.80 feet to the point of beginning of Line 3 to be described; thence North 89 degrees 51 minutes 32 seconds East, 60.00 feet; thence North 00 degrees 56 minutes 05 seconds West, 90.00 feet; thence South 64 degrees 13 minutes 52 seconds East, 205.95 feet; thence North 89 degrees 51 minutes 32 seconds East, 1028.32 feet to a point which is 41.00 feet west of the east line of said Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4), measured at a right angle to said east line; thence South 02 degrees 24 minutes 41 seconds East, 220.59 feet, to a point 35.00 feet west of said east line, measured at a right angle thereto; thence North 89 degrees 08 minutes 46 seconds East, 35.00 feet to said east line and there terminating,

Excepting from the aforescribed parcels of land those parts of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of Section 5, Township 27 North, Range 22 West, Dakota County, Minnesota, and of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of said Section 5, lying northerly of the following described line:

Commencing at the Northeast corner of said Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4); thence South 89 degrees 47 minutes 19 seconds West (assumed bearing) along the North line of said Northwest Quarter (NW 1/4) a distance of 937.00 feet to the point of beginning of the line to be described; thence South 82 degrees 39 minutes 22 seconds West, 402.70 feet; thence South 89 degrees 47 minutes 19 seconds West, 285.00 feet; thence North 16 degrees 49 minutes 30 seconds West, 52.18 feet to the north line of said Northwest Quarter (NW 1/4) and there terminating.

The Temporary Easements shall expire on December 31, 2018.

Depiction of Permanent Easement Area and Temporary Easement Area



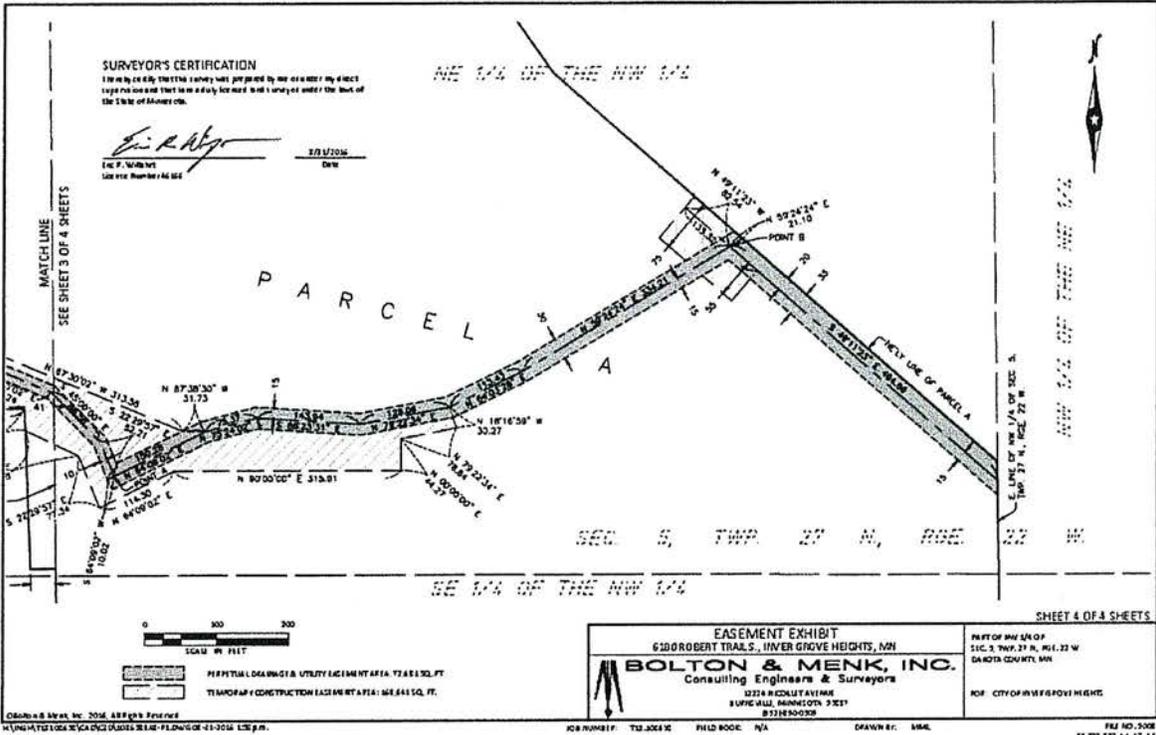


EXHIBIT C
LEGAL DESCRIPTION AND DEPICTION OF
TEMPORARY INGRESS, EGRESS AND ACCESS EASEMENT AREA

A temporary nonexclusive easement for ingress, egress and access purposes and all such purposes ancillary, incident or related thereto, over, under and across that part of the hereinafter described Parcel A, described as follows:

Commencing at the northwest corner of the Northwest Quarter of Section 5, Township 27 North, Range 22 West of the 4th Principal Meridian, Dakota County, Minnesota; thence on an assumed bearing of South 00 degrees 56 minutes 05 seconds East along the west line of said Northwest Quarter, a distance of 917.80 feet to the point of beginning of the easement to be described; thence North 89 degrees 51 minutes 32 seconds East, a distance of 60.00 feet; thence North 00 degrees 56 minutes 05 seconds West, a distance of 90.00 feet; thence South 64 degrees 13 minutes 52 seconds East, a distance of 205.95 feet; thence North 89 degrees 51 minutes 32 seconds East, a distance of 1028.32 feet to a point which is 41.00 feet west of the east line of the Northwest Quarter of the Northwest Quarter of said Section 5, measured at a right angle to said east line; thence South 02 degrees 24 minutes 41 seconds East along a line if extended southerly would intersect a point 35.00 feet west of said east line, measured at a right angle thereto, a distance of 29.44 feet; thence South 64 degrees 29 minutes 39 seconds East, a distance of 82.06 feet; thence South 22 degrees 29 minutes 57 seconds East, a distance of 77.34 feet; thence North 64 degrees 09 minutes 02 seconds East, a distance of 114.30 feet; thence North 90 degrees 00 minutes 00 seconds East, a distance of 315.91 feet; thence North 00 degrees 00 minutes 00 seconds East, a distance of 44.27 feet; thence North 79 degrees 22 minutes 34 seconds East, a distance of 78.84 feet; thence North 18 degrees 16 minutes 59 seconds West, a distance of 15.14 feet; thence North 64 degrees 03 minutes 28 seconds East, a distance of 116.08 feet; thence North 59 degrees 24 minutes 24 seconds East, a distance of 324.04 feet to the intersection with a line lying 35.00 feet southwesterly of and parallel with the northeasterly line of said Parcel A; thence South 49 degrees 11 minutes 23 seconds East along said parallel line, a distance of 497.19 feet to the east line of said Northwest Quarter, also being the most easterly line of said Parcel A; thence North 00 degrees 46 minutes 24 seconds West along said east line, a distance of 46.79 feet to a northeast corner of said Parcel A; thence North 49 degrees 11 minutes 23 seconds West along the northeasterly line of said Parcel A, a distance of 486.01 feet; thence South 59 degrees 24 minutes 24 seconds West, a distance of 349.65 feet; thence South 64 degrees 03 minutes 28 seconds West, a distance of 110.81 feet; thence South 79 degrees 22 minutes 34 seconds West, a distance of 122.17 feet; thence North 86 degrees 23 minutes 31 seconds West, a distance of 144.47 feet; thence South 75 degrees 24 minutes 02 seconds West, a distance of 79.25 feet; thence South 64 degrees 09 minutes 02 seconds West, a distance of 130.84 feet; thence North 22 degrees 29 minutes 57 seconds West, a distance of 38.58 feet; thence North 45 degrees 00 minutes 00 seconds West, a distance of 100.56 feet; thence North 67 degrees 30 minutes 02 seconds West, a distance of 124.11 feet; thence North 88 degrees 53 minutes 11 seconds West, a distance of 22.00 feet; thence South 89 degrees 51 minutes 49 seconds West, a distance of 1030.39 feet;

thence North 64 degrees 13 minutes 52 seconds West, a distance of 166.68 feet to said west line of the Northwest Quarter; thence southerly along said west line of the Northwest Quarter to the point of beginning.

EXCEPT that part thereof lying within the existing right-of-way of State Trunk Highway No. 3 (Robert Trail South).

PARCEL A

(Quit Claim Deed Doc. No. 2705350)

That part of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of Section 5, Township 27 North, Range 22 West, Dakota County, Minnesota, lying westerly and southwesterly of the hereinafter described Line 1:

LINE 1:

Commencing at the Northeast corner of said Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4); thence North 89 degrees 26 minutes West (assumed bearing) along the North line of said Northwest Quarter (NW 1/4) a distance of 937.0 feet to the point of beginning of Line 1 to be described; thence South 34 degrees 49 minutes 44 seconds East, 566.30 feet; thence South 48 degrees 25 minutes 47 seconds East, 820.47 feet to a point on the East line of said Northwest Quarter (NW 1/4), which point is 1000.00 feet South of the Northeast corner of said Northwest Quarter (NW 1/4), measured along said East line, and there terminating,

Together with that part of the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) of said Section 5, lying north of the following described Line 2:

LINE 2:

Beginning at a point on the east line of said Northwest Quarter (NW 1/4) of Section 5, distant 1442.50 feet south of the Northeast corner of said Northwest Quarter (NW 1/4), measured along said east line; thence westerly to a point on the west line of said Northwest Quarter (NW 1/4) of Section 5, distant 1432.90 feet south of the Northwest corner of said Northwest Quarter (NW 1/4), measured along said west line, and there terminating,

Together with that part of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of said Section 5, lying north of the following described Line 3:

LINE 3:

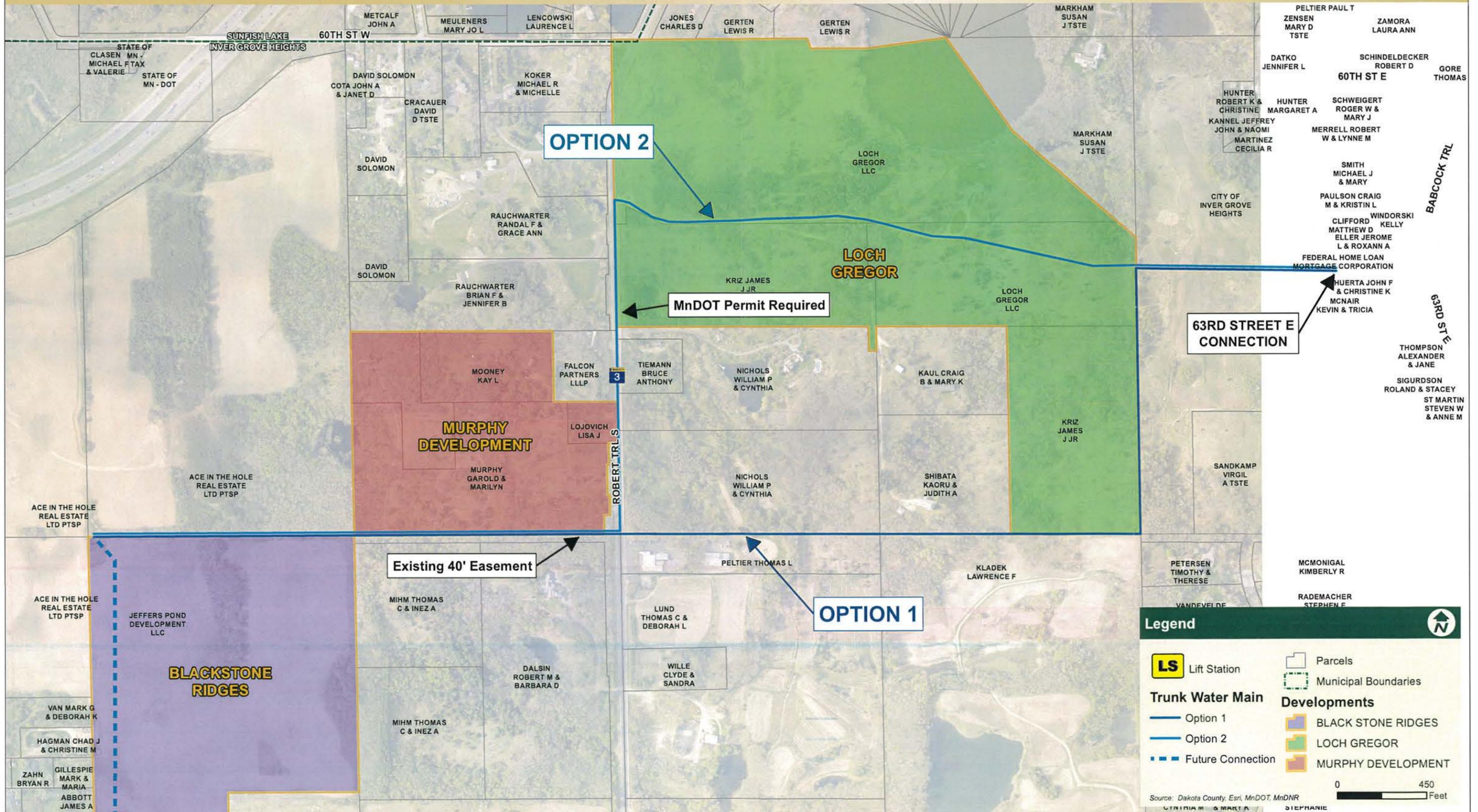
Commencing at the Northwest corner of the Northwest Quarter (NW 1/4) of Section 5, Township 27 North, Range 22 West, Dakota County, Minnesota; thence South 00 degrees 56 minutes 05 seconds East, assumed bearing, along the west line of said Northwest Quarter (NW 1/4), a distance of 917.80 feet to the point of beginning of Line 3 to be described; thence North 89 degrees 51 minutes 32 seconds East, 60.00 feet; thence North 00 degrees 56 minutes 05 seconds West, 90.00 feet; thence South 64 degrees 13

minutes 52 seconds East, 205.95 feet; thence North 89 degrees 51 minutes 32 seconds East, 1028.32 feet to a point which is 41.00 feet west of the east line of said Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4), measured at a right angle to said east line; thence South 02 degrees 24 minutes 41 seconds East, 220.59 feet, to a point 35.00 feet west of said east line, measured at a right angle thereto; thence North 89 degrees 08 minutes 46 seconds East, 35.00 feet to said east line and there terminating,

Excepting from the aforescribed parcels of land those parts of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of Section 5, Township 27 North, Range 22 West, Dakota County, Minnesota, and of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of said Section 5, lying northerly of the following described line:

Commencing at the Northeast corner of said Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4); thence South 89 degrees 47 minutes 19 seconds West (assumed bearing) along the North line of said Northwest Quarter (NW 1/4) a distance of 937.00 feet to the point of beginning of the line to be described; thence South 82 degrees 39 minutes 22 seconds West, 402.70 feet; thence South 89 degrees 47 minutes 19 seconds West, 285.00 feet; thence North 16 degrees 49 minutes 30 seconds West, 52.18 feet to the north line of said Northwest Quarter (NW 1/4) and there terminating.

The Temporary Access Easement shall expire when the Access Easement Area is platted as part of the development of the Landowner's Property and the plat is recorded.



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Amend Assessment Roll for 2016 Pavement Management Program, City Project No. 2016-09D – 60th Street Area Reconstruction to Reflect Credits for the Residential Driveway Restoration Program Participation

Meeting Date: October 10, 2016
 Item Type: Consent
 Contact: Thomas J. Kaldunski, 651.450.2572
 Prepared by: Steve W. Dodge, Asst. City Engineer
 Reviewed by: Scott Thureen, Public Works Director

TJK
SWD
ST

Fiscal/FTE Impact:

- None
- Amount included in current budget
- Budget amendment requested
- FTE included in current complement
- New FTE requested – N/A
- Other: Pavement Management Funds, Special Assessments, Water Fund, Sewer Fund, DCSWCD Grants, Agreements

PURPOSE/ACTION REQUESTED

Amend Assessment Roll for 2016 Pavement Management Program, City Project No. 2016-09D – 60th Street Area Reconstruction to Reflect Credits for the Residential Driveway Restoration Program Participation.

BACKGROUND

The Driveway Restoration Program was initiated in 2008. This program allows homeowners who meet certain driveway reconstruction requirements, and who are impacted by the project, to receive a credit against the special assessment for the project levied against the homeowner's property. During reconstruction, the City typically removes and restores a portion of the driveway to tie into the newly reconstructed street. This program was developed for homeowners who desire to widen or replace their driveway in conjunction with a City project to receive a credit for the paving the City would have performed. The homeowner hires a contractor of their choice to reconstruct and pave their entire driveway from the garage up to the curb. The driveway credit is based on City contract prices and the estimated portion of the project assessment designated for driveway paving on the project. All participants receive the same credit amount. The driveway credit for 2016-09D is \$307.00.

Attached is an amended assessment roll which reflects property owners that will receive a driveway credit. Since the assessment roll has been levied to the County, the City will submit the updated roll to the County. If a person has already paid the assessment in full, a check for the driveway credit amount will be issued to the homeowner.

Staff recommends approval of the revised, attached assessment roll to be forwarded onto Dakota County.

TJK/kf

Attachments: Amended Assessment Roll for 2016-09D Driveway Credits Resolution

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO _____

**RESOLUTION AMENDING THE ASSESSMENT ROLL FOR CITY PROJECT NO. 2016-09D –
60th STREET AREA RECONSTRUCTION TO REFLECT CREDITS FOR THE RESIDENTIAL
DRIVEWAY RESTORATION PROGRAM PARTICIPATION**

WHEREAS, on May 9, 2016, the assessment roll for City Project No. 2016-09D – 60th Street Area Reconstruction was adopted by the City Council of Inver Grove Heights; and

WHEREAS, the City allows residents to participate in a Residential Driveway Restoration Program for areas of street reconstruction and this program allows a landowner to receive a credit towards his/her assessment if they hire a contractor to widen or replace their whole driveway from the garage up to the curb, including the portion adjacent to the street that was removed to facilitate the street reconstruction; and

WHEREAS, landowners that have participated in the Residential Driveway Restoration Program have all completed their driveway and the credit can now be applied toward their assessment; and

WHEREAS, the 2016-09D assessment roll as attached has been updated to reflect the credit applied towards these homeowners assessment.

NOW, THEREFORE, BE IT RESOLVED THAT the updated assessment roll for City Project No. 2016-09D – 60th Street Area Reconstruction is hereby amended to reflect credits for the Residential Driveway Restoration Program.

Adopted this 10th day of October 2016 by the City Council of the City of Inver Grove Heights, Minnesota.

AYES:

NAYS:

ATTEST:

Michelle Tesser, City Clerk

George Tourville, Mayor

CITY PROJECT NO. 2016-09D - 60TH STREET AREA RECONSTRUCTION
 FINAL ASSESSMENT ROLL WITH DRIVEWAY CREDITS

Map No.	PID No.	Owner Name	House No.	Street	Final Assessment	Deferred Assessment	Driveway Credit	Assessment with Driveway Credit
2	204250001010	DANIEL & CONNIE FRISKNEY BURKE	5851	ASHER AVE	\$7,500.00			
3	204250001020	MARK PEARSON & JILL PENNIE	5875	ASHER AVE	\$7,500.00			
4	204250001030	DAVID W & GALINA A JOHNSON	5901	ASHER AVE	\$7,500.00			
5	204250001040	PAUL H & JANICE ANDERSON	5917	ASHER AVE	\$7,500.00			
6	204250001050	PATRICK O & LAURI C SCHNEIDER	5929	ASHER AVE	\$7,500.00			
7	204250001060	THOMAS A & PRISCILLA GADOW	5975	ASHER AVE	\$7,500.00			
8	200321081011	INDEPENDENT SCHOOL DIST 199			\$10,528.35			
9	204250100010	GREEN TREE SERVICING LLC	5850	ASHER AVE	\$7,500.00			
10	204250100020	JAMES C & MELANIE D STICKLER	5866	ASHER AVE	\$7,500.00			
11	204250002010	KENNETH & CASSANDRA PREINER	5880	ASHER AVE	\$7,500.00		\$307.00	\$7,193.00
12	204250002020	CHARLEEN FENICK & BENNETT BENSON	5906	ASHER AVE	\$7,500.00			
13	204250002030	TOMMY & MONICA GOSSETT	5924	ASHER AVE	\$7,500.00			
14	204250002040	PATRICIA M STEWART	5938	ASHER AVE	\$7,500.00			
15	204250002050	PAUL T PELTIER	5952	ASHER AVE	\$7,500.00		\$307.00	\$7,193.00
16	204250002060	MARY & JOHN ZENSEN	5970	ASHER AVE	\$7,500.00		\$307.00	\$7,193.00
17	200050005010	JENNIFER L DATKO	1645	60TH ST E	\$7,500.00			
19	206820000020	LYNDA K ROGERS	1715	60TH ST E	\$7,500.00			
20	206820000030	JORIN & KRISTEN TIX	1735	60TH ST E	\$7,500.00			
21	206820000040	WILLIAM MILLINCZEK	1755	60TH ST E	\$7,500.00			
22	206820000050	CHRISTIANA TRUST	1775	60TH ST E	\$7,500.00			
23	206820000061	CHRISTOPHER PERRONE & AIMEE JILLSOM	5989	BABCOCK TRL	\$7,500.00			
24	206820000072	BRIAN TODD GORE	1805	60TH ST E	\$7,500.00			
25	206760101070	ROBERT K & CHRISTINE HUNTER	6015	ASHER CT	\$7,500.00			
26	206760101060	DANIEL T & LAURA J LEMKE	6025	ASHER CT	\$7,500.00			
27	206760101050	CECILIA R MARTINEZ	6035	ASHER CT	\$7,500.00			
28	206760101040	JOHN L & CATHERINE M LASKEY	6040	ASHER CT	\$7,500.00			
29	206760101030	EMIGRANT RESIDENTIAL LLC	6020	ASHER CT	\$7,500.00			
30	206760101020	JOSE A & ALICIA M VILLEGAS	1710	60TH ST E	\$7,500.00			
31	206760101010	ROGER W & MARY J SCHWEIGERT	1730	60TH ST E	\$7,500.00			
32	206760001020	DONALD C & MARY A TS BRAU				\$7,500.00		
33	206760001030	DONALD C & MARY A TS BRAU	1800	60TH ST E	\$7,500.00			
34	206760001040	HARVEY R & HOLLY R CAIN	1810	60TH ST E	\$7,500.00			
35	206760201010	JOHN & KELLY STADELMAN	1695	63RD ST E	\$7,500.00			
36	206760201020	JEROME L & ROXANN A ELLER	1715	63RD ST E	\$7,500.00			
37	206760201030	LAWRENCE & NANCY SCHINDELDECKER	6241	BABCOCK TRL	\$7,500.00		\$307.00	\$7,193.00
38	206760202010	KEVIN & TRICIA MCNAIR	1696	63RD ST E	\$7,500.00			
39	206760202020	JOHN F & CHRISTINE K HUERTA	1716	63RD ST E	\$7,500.00			
40	206760202030	LYNDA J BEERMANN	1736	63RD ST E	\$7,500.00			
41	207245001010	MARC C & KATHERINE M PATTON	1887	59TH CT E	\$7,500.00			
42	207245001020	NICOLE LINDSAY TAYLOR	1909	59TH CT E	\$7,500.00			
43	207245001040	WALTER P & LYNN M TISCHLER	1921	59TH CT E	\$7,500.00		\$307.00	\$7,193.00
44	201450001030	MARK A & KATHLEEN R ANDREWS	1937	59TH CT E	\$7,500.00			
45	207245001060	BRUCE H & KELLY C KAYSER	1953	59TH CT E	\$7,500.00			
46	207245001070	MATTHEW J & BRINN N NITTI	1954	59TH CT E	\$7,500.00			
47	207245001080	TERRY & SHERRI NELSON	1948	59TH CT E	\$7,500.00			
48	207245001090	DENNIS E & PATTY E MCGRATH	1920	59TH CT E	\$7,500.00			
49	207245001100	LUZ M & BRIAN J KANE	1896	59TH CT E	\$7,500.00			
50	207245001110	EUGENE T & KAREN J TENNIS	1878	59TH CT E	\$7,500.00			
52	200050006010	CITY OF INVER GROVE HEIGHTS			\$61,743.64			
Total:					\$417,271.99	\$7,500.00	\$1,535.00	\$415,736.99

Per the Lease Agreement (Document No. 727598) the City is responsible for the assessments.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Dakota County's 2017-2021 Capital Improvement Program

Meeting Date: October 10, 2016
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 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 a resolution supporting Dakota County's draft 2017-2021 Capital Improvement Program (CIP).

SUMMARY

Annually, Dakota County prepares a five-year Capital Improvement Program based upon their needs and requests of the cities being impacted. Staff previously met with Dakota County staff to review the County's draft CIP. Subsequently, the County revised their CIP and is requesting the City's consideration and approval.

Dakota County is requesting that cities pass a resolution supporting their five-year CIP. The proposed Dakota County CIP includes projects on CSAH 26 (70th Street), CR 28 (80th Street), CSAH 63 (Argenta Trail), and CR 73 (Akron Avenue). It takes a conservative approach and assumes that the improvements to Akron Avenue will be a County project with no City cost participation. That could change pending Council and County Board actions concerning the recommendations in the Pine Bend Area Arterial Connector Study. The timing of the various project elements shown in the attached resolution is identical to the City's draft 2017-2021 CIP.

SDT/kf
Attachments: Resolution
Map

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

RESOLUTION SUPPORTING DAKOTA COUNTY'S 2017-2021 CAPITAL IMPROVEMENT PROGRAM (CIP)

RESOLUTION NO. _____

WHEREAS, Dakota County has requested that the City of Inver Grove Heights provide a list of projects for inclusion in Dakota County's 2017-2021 Transportation Plan, and

WHEREAS, the following transportation projects are important to the City of Inver Grove Heights:

PROJECT

CSAH 26 – Roundabout at T.H. 3 and 70th Street (CSAH 26)
CSAH 26 – 70th Street expansion to four lanes from Eagan border to T.H. 3
CR 28 – 80th Street from T.H. 3 to 0.62 miles east
CSAH 63 (CSAH 28) at T.H. 55, intersection improvements
CR 73 – Akron Avenue from Cliff Road (CSAH 32) to Rosemount border

WHEREAS, the City of Inver Grove Heights will participate in these projects in accordance with applicable cost sharing policies.

WHEREAS, the City of Inver Grove Heights will have approval authority, along with the County Board, via approval of a joint powers agreement with the County for the various project phases (design, right-of-way acquisition and construction).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF INVER GROVE HEIGHTS THAT: The following projects be included in Dakota County's 2017-2021 Transportation CIP for construction in the years indicated:

CSAH 26 – Roundabout at T.H. 3 and 70th Street (CSAH 26) (City Project 2009-25) (Dakota County Project CP 26-47)	2017 Right-of-Way 2018 Construction
CSAH 26 – Expansion of 70th Street to four lanes from Eagan border to T.H. 3 (City Project 2015-08) (Dakota County Project CP 26-54)	2018 Design 2019 Right-of-Way 2020 Construction
CR 28 (80th Street east of T.H. 3) (City Project 2008-05) (Dakota County Project CP 28-48)	2019 Right-of-Way 2021 Construction
CSAH 63 (CSAH 28) at T.H. 55 – intersection improvements (City Project 2014-11) (Dakota County Project CP 63-25)	2017 Construction
CR 73 – Akron Ave. from Cliff Road (CSAH 32) to Rosemount border (Dakota County Project CP 73-18)	2017 Design/Right-of-Way 2018 Construction

Adopted by the City Council of Inver Grove Heights this 10th day of October 2016

AYES:
NAYS:

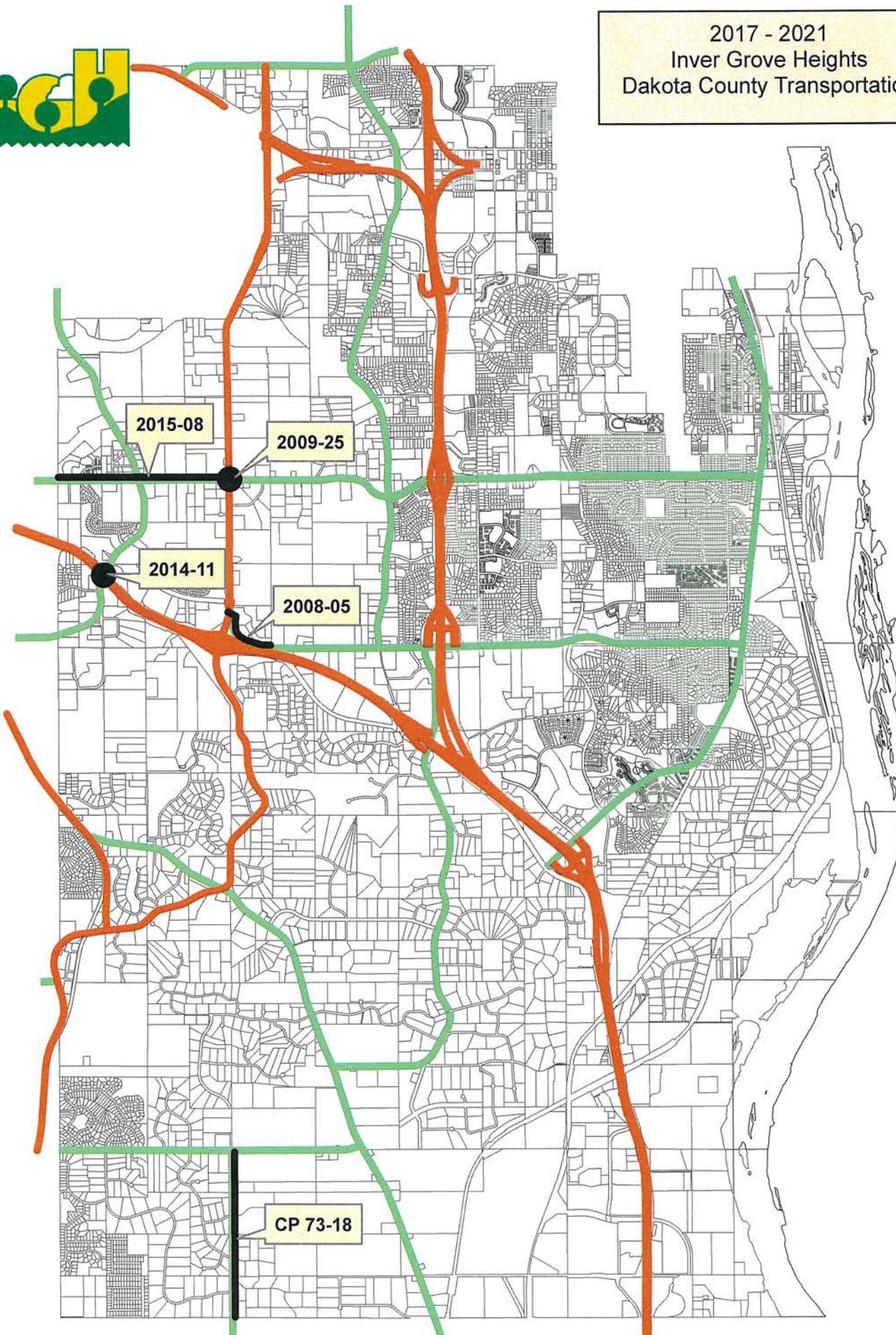
George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk



2017 - 2021
Inver Grove Heights
Dakota County Transportation



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Approval of Tables and Chairs for Veterans Memorial Community Center

Meeting Date: October 10, 2016
 Item Type: Consent Agenda
 Contact: Jen Graham 651.450.2580
 Prepared by: Jen Graham
 Reviewed by: Eric Carlson – Parks & Recreation
 Tracy Petersen-Parks & Recreation

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Accept quote for table purchase from Mity-Lite in the amount of \$6,720.95 and chair purchase from General Office Products Company in the amount of \$4,258.97 for a total of \$10,979.92.

SUMMARY

The Community Center uses tables and chairs within the facility for numerous rentals and events throughout the year; several of these items are worn while others have been discarded over the years due to damage and need replacing. Furthermore, the purchase of these tables and chairs will maximize the building’s ability to service three full rentals/events at one time. These tables and chairs will be used to service the needs of the Veterans Memorial Community Center, while we continue to utilize the National Guard tables and chairs for events in the Armory. The following quotes were received for commercial grade tables/chairs and include freight costs.

Quote includes:

- 30 (30”x72”x29” rectangle) tables
- 2 (rectangle) table carts
- 60 (stacking) chairs
- 2 chair carts

Tables

Mity-Lite	\$6,720.95
Workspace Interiors	\$7,122.42

Chairs

General Office Products Company	\$4,258.97
Workspace Interiors	\$4,476.36

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Appointment of Park Superintendent

Meeting Date: October 10, 2016
 Item Type: Consent Agenda
 Contact: Eric Carlson – 651.450.2587
 Prepared by: Eric Carlson
 Reviewed by: Janet Shefchik

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

The Council is asked to appoint Mr. Brian Swoboda, as the Park Superintendent for the City of Inver Grove Heights, effective October 12, 2016.

SUMMARY

Mr. Brian Swoboda has served in the position in an interim role since April 12th. During his interim appointment, a number of goals were established as a means to measure Mr. Swoboda’s performance in the Superintendent position. The primary goals included: developing an attitude among staff centering around quality customer service internally and externally, oversee the Rich Valley Well project, and begin the implementation of the use of Carte Graph within our park maintenance operations. Mr. Swoboda has met or exceeded the expectations and has a good working relationship with his co-workers and his staff. I recommend that he be promoted to the position of Park Superintendent. Having already served in a 6-month interim capacity, Mr. Swoboda would serve a 6-month probationary period (April 12, 2017).

Following past practice, staff is recommending that Mr. Swoboda move to Step 2 (\$74,700) of the position for a period of 1-year and then follow the step progression for the position. Mr. Swoboda is excited about the opportunity and is ready to help make the Inver Grove Heights Parks System one of the best in the metro area.

Mr. Swoboda received a Bachelor of Science Degree Majoring in Park and Recreation Management and Urban Forestry with a Minor in Resource Management from the University of Wisconsin-Stevens Point College of Natural Resources. Mr. Swoboda is also a Certified Arborist. Mr. Swoboda has held many positions with the City of Inver Grove Heights over the last 19 years, beginning his career with the City in July 1997.

Note:

If the appointment of the Park Superintendent isn’t approved by the City Council the item labeled “Consider Appointment of Park Maintenance Coordinator” should be tabled.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Appointment of Park Maintenance Coordinator

Meeting Date: October 10, 2016
 Item Type: Consent Agenda
 Contact: Eric Carlson – 651.450.2587
 Prepared by: Eric Carlson
 Reviewed by: Janet Shefchik
 Brian Swoboda

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

The Council is asked to appoint Mr. Joe Hawkins, as the Park Maintenance Coordinator for the City of Inver Grove Heights, effective October 12, 2016.

SUMMARY

Mr. Joe Hawkins has served in the position in an interim role since April 12th. During his interim appointment, a number of goals were established as a means to measure Mr. Hawkins performance in the Coordinator position. The primary goals included: assist the Superintendent with the Rich Valley Well project, assist in the implementation of Carte Graph, providing work direction to park maintenance staff. Mr. Hawkins has met or exceeded the expectations and has a good working relationship with his co-workers and staff. I recommend that he be promoted to the position of Park Maintenance Coordinator.

Following past practice, staff is recommending that Mr. Hawkins move to the next step (\$32.47/hour) of the position. Mr. Hawkins is excited about the opportunity and is ready to help make the Inver Grove Heights Parks System one of the best in the metro area. Mr. Hawkins received an Associate’s Degree in Landscape Horticulture from Dakota County Vo-Tech. Mr. Hawkins is licensed/certified in Non-Commercial Pesticide Application, CPR, and AED and holds his Certified Playground Safety Inspector and MN Class A Commercial Drivers License with Air Brakes and Tanker Endorsement. Mr. Hawkins has 20 years of experience in the landscape industry and has worked for the City of Inver Grove Heights since July 2002 (14 years).

Note:

If the appointment of the Park Superintendent isn’t approved by the City Council the item labeled “Consider Appointment of Park Maintenance Coordinator” should be tabled.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

APPROVE RESOLUTION APPOINTING ADDITIONAL ELECTION JUDGES FOR THE 2016 GENERAL ELECTIONS

Meeting Date: October 10, 2016
Item Type: Consent
Contact: 651-450-2513
Prepared by: Michelle Tesser
Reviewed by:

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 Appointing additional Election Judges for the General Election November 8, 2016.

SUMMARY Pursuant to the 2015 Minnesota Election Laws, 204B.21 Subd. 2, Election judges for precincts in a municipality shall be appointed by the governing body of the municipality. The City Council shall approve the attached Resolution appointing Election Judges for the November 8, 2016 Elections.

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

RESOLUTION NO.

**RESOLUTION APPOINTING ELECTION JUDGES FOR THE STATE AND
MUNICIPAL ELECTION ON NOVEMBER 8, 2016**

BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS:

Pursuant to the 2015 Minnesota Election Laws, 204B.21 Subd. 2, the following persons are hereby appointed judges for the State and Municipal elections on November 8, 2016; and the City Clerk is hereby authorized to appoint the head judges, additional election judges, and make changes to election judge assignments as necessary.

Bonnie Brings
Charlotte Henry
James Casey
Jose Villegas
Alan Egging
Margaret MacDonald

Clifford MacDonald
Marguerita Walz
Ron Smith
David Novack
Kathie Johnson
Barb Anderson

Susan Baker Lentz
Linda Franke
Sandy Scheuble
Mary Lou Olson
Marsha Workman

Adopted by the City Council of the City of Inver Grove Heights on this 10th day of October, 2016.

Ayes:

Nays:

George Tourville, Mayor

Attest:

Michelle Tesser, City Clerk

**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
□*DONALD L. HOEFT
DARCY M. ERICKSON
DAVID S. KENDALL
*BRIDGET McCAULEY NASON
TONA T. DOVE
BRADLEY R. HUTTER
ARIEL A. PITNER
•
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
△ALSO ADMITTED IN ARIZONA

TO: Inver Grove Heights Mayor and Councilmembers
FROM: Timothy J. Kuntz, City Attorney
DATE: October 5, 2016
**RE: Master Subscriber Agreement for Minnesota Court Data Services for
Governmental Agencies between the City of Inver Grove Heights and Office
of State Court Administration – October 10, 2016 Council Meeting**

Section 1. Background. The State of Minnesota's existing Court Data Services system which allows government agencies to view court documents will be phased out beginning August 1, 2016. All government agencies, including police departments and city attorneys are required by the State to begin using the new Court Data Services system known as Minnesota Government Access (MGA).

The Inver Grove Heights Police Department is currently utilizing the new Minnesota Government Access system to view electronic court records and documents for cases in Minnesota District Courts as authorized by the City Council in October of 2015 (by way of Resolution No. 15-165).

The Inver Grove Heights City Attorney also requires access to the Minnesota Government Access system to review cases for charging, review criminal background and history, prepare for court hearings, and similar purposes. The Inver Grove Heights City Attorney requires authorization from the City Council to obtain Minnesota Government Access accounts and the State takes the position that the Council's prior resolution in October 2015 granted authority only to the Police Department and not to the City Attorney.

Accordingly, the City now needs to enter into the attached Master Subscriber Agreement for Minnesota Court Data Services for Governmental Agencies on behalf of the City Attorney. The Agreement is between the City and the State of Minnesota (Office of State Court Administration). Once signed, the City Attorney (Prosecutor's office) will be authorized to access Court Data Services and Court Records.

Section 2. Council Action. The Council is asked to consider the attached *Resolution Authorizing Access to Minnesota Government Access (MGA) System for the City Attorney and Approving the Master Subscriber Agreement for Minnesota Court Data Services for Government Agencies* at the October 10, 2016 City Council meeting.

Attachments

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

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING ACCESS TO MINNESOTA GOVERNMENT ACCESS
(MGA) SYSTEM FOR THE CITY ATTORNEY AND APPROVING THE MASTER
SUBSCRIBER AGREEMENT FOR MINNESOTA COURT DATA SERVICES FOR
GOVERNMENTAL AGENCIES**

WHEREAS, the State of Minnesota's existing Court Data Services system which allows government agencies to view court documents will be phased out beginning August 1, 2016.

WHEREAS, all government agencies, including city police departments and city attorneys are required by the State of Minnesota to begin using the new Court Data Services system known as Minnesota Government Access (MGA).

WHEREAS, the Inver Grove Heights Police Department is currently utilizing the new Minnesota Government Access system to view electronic court records and documents for cases in Minnesota District Courts as authorized by the City Council in October of 2015 (by Resolution No. 15-165).

WHEREAS, the Inver Grove Heights City Attorney also requires access to the Minnesota Government Access system to review cases for charging, review criminal background and history, prepare for court hearings, and similar purposes.

WHEREAS, the Inver Grove Heights City Attorney requires authorization from the City Council to obtain Minnesota Government Access accounts and the State of Minnesota takes the position that the Council's prior resolution from October 2015 granted authority only to the Police Department and not to the City Attorney.

WHEREAS, the State of Minnesota requires the City enter into the attached Master Subscriber Agreement for Minnesota Court Data Services for Governmental Agencies which will authorize the City Attorney to access Court Data Services and Court Records.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Inver Grove Heights, Minnesota hereby authorizes the acting Chief of Police, City Staff, and the City Attorney to execute all necessary documents allowing the Inver Grove Heights City Attorney to obtain access to the new Minnesota Government Access (MGA) system.

The City Council approves the attached Master Subscriber Agreement for Minnesota Court Data Services for Governmental Agencies and authorizes execution of the Agreement by the acting Police Chief.

Adopted by the City Council of Inver Grove Heights this 10th day of October, 2016.

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

**MASTER SUBSCRIBER AGREEMENT
FOR MINNESOTA COURT DATA SERVICES
FOR GOVERNMENTAL AGENCIES**

THIS AGREEMENT is entered into by and between

City of Inver Grove Heights

(Government Subscriber Name)

of 8150 Barbara Ave, Inver Grove Heights, MN 55075

(Government Subscriber Address)

(hereinafter "Government Subscriber") and THE STATE OF MINNESOTA

Office of State Court Administration

of 25 Rev. Dr. Martin Luther King Jr. Blvd. St. Paul, Minnesota 55155

(hereinafter "the Court").

Recitals

The Court offers Court Data Services, as defined herein, to Minnesota Government Subscribers as authorized by the Rules of Public Access and Court Order. The Court Data Services are offered to Government Subscribers as governmental units and are offered solely for certain governmental use as permitted herein. Government Subscriber desires to use Court Data Services, and the Court desires to provide the same, to assist Government Subscriber in the efficient performance of its governmental duties as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State or local court or agency or before any self-regulatory body.

Court Data Services are defined in the Definitions section of this Agreement and may involve a one-way or two-way transmission of information between the parties, some of which may include court information that is not accessible to the public pursuant to the Rules of Public Access and which may not be disclosed by Government Subscriber without the prior approval of the appropriate court or record custodian. Government Subscriber agrees herein to limit its access to and use of Court Records and Court Documents through Court Data Services to the Government Subscriber's "Legitimate Governmental Business Need" as defined herein.

Agreement

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements contained herein, the Court and Government Subscriber agree as follows:

1. TERM; TERMINATION; ONGOING OBLIGATIONS.

1.1 Term. This Agreement shall be effective on the date executed by the Court and shall remain in effect according to its terms.

1.2 Termination.

1.2.1 Either party may terminate this Agreement with or without cause by giving written notice to the other party. The effective date of the termination shall be thirty (30) days after the other party's receipt of the notice of termination, unless a later date is specified in the notice. Termination of this Agreement pursuant to Clause 4.5 shall be effective immediately and may occur without prior notice to Government Subscriber.

1.2.2 The provisions of Clauses 5, 6, 8, 9, 10, 12.2, 12.3 and 15 through 24 shall survive any termination of this Agreement, as shall any other provisions that by their nature are intended or expected to survive such termination. Upon termination, the Government Subscriber shall perform the responsibilities set forth in paragraph 8.6 hereof.

1.3 **Subsequent Agreement.** This Agreement may be superseded by a subsequent agreement between the parties.

2. DEFINITIONS.

2.1 **"Agency Account Manager"** means the Government Subscriber employee assigned with the tasks of: (1) being the point of contact for communications between Government Subscriber and the Court; (2) maintaining a current list Government Subscriber's Individual Users and their signed User Acknowledgment Forms and promptly notifying the Court when Government Subscriber's Individual Users with individual logins should have accounts added or deleted; (3) reporting violations of this agreement by Government Subscriber's Individual Users and steps taken to remedy violations to the Court.

2.2 **"Court Data Services"** means one or more of the following services and includes any additional or modified services identified as such on the Justice Agency Resource webpage of the Minnesota Judicial Branch website, which is currently www.mncourts.gov, or other location designated by the Court and/or its affiliates, as the same may be amended from time to time by the Court and/or its affiliates:

2.2.1 **"Bulk Data Delivery"** means the electronic transmission of Court Records in bulk form from the Court to the Government Subscriber, from one or more of the Court's databases and through any means of transmission, as described in applicable Policies & Notices and materials referenced therein.

2.2.2 **"Court Integration Services"** means pre-defined automated transmissions of i) Court Records from the Court's computer systems to Government Subscriber's computer systems; and/or ii) Government Subscriber Records from the Government Subscriber's computer systems to the Court's computer systems; on a periodic basis or as triggered by pre-determined events, as described in applicable Policies & Notices and materials referenced therein.

2.2.3 **"MNCIS Login Accounts"** means a digital login account created for and provided to the Government Subscriber for online access to and use of Court Records and Court Documents maintained by the Minnesota Court

Information System (“MNCIS”), as described in applicable Policies & Notices and materials referenced therein.

- 2.3 **“Court Data Services Databases”** means any databases and the data therein, used as a source for Court Data Services, together with any documentation related thereto, including without limitation descriptions of the format or contents of data, data schemas, and all related components.
- 2.4 **“Court Data Services Programs”** means any computer application programs, routines, transport mechanisms, and display screens used in connection with Court Data Services, together with any documentation related thereto.
- 2.5 **“Court Records”** means all information in any form made available by the Court and/or its affiliates to Government Subscriber for the purposes of carrying out this Agreement, including:
 - 2.5.1 **“Court Case Information”** means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information and Court Documents, as defined herein.
 - 2.5.2 **“Court Confidential Case Information”** means any information in the Court Records (including Court Documents) that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.
 - 2.5.3 **“Court Confidential Security and Activation Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.
 - 2.5.4 **“Court Confidential Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.
 - 2.5.5 **“Court Documents”** means electronic images of documents that are part of or included in a court file.
- 2.6 **“DCA”** means the District Court Administrator pursuant to Minnesota Statutes, section 485.01.
- 2.7 **“Government Subscriber Records”** means any information in any form made available by the Government Subscriber to the Court and/or its affiliates for the purposes of carrying out this Agreement.
- 2.8 **“Government Subscriber’s Individual Users”** means Government Subscriber’s employees or independent contractors whose use or access of Court Data Services,

as well as the access, use and dissemination of Court Records (including Court Documents), is necessary to effectuate the purposes of this Agreement.

- 2.9** “**Legitimate Governmental Business Need**” means a requirement, duty or obligation for the efficient performance of governmental tasks or governmental responsibilities and as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State or local court or agency or before any self-regulatory body.
- 2.10** “**Policies & Notices**” means the policies and notices published by the Court and/or its affiliates in connection with each of its Court Data Services, on a website or other location designated by the Court and/or its affiliates, as the same may be amended from time to time by the Court and/or its affiliates. Policies & Notices for each Court Data Service, hereby made part of this Agreement by reference, provide additional terms and conditions that govern Government Subscriber’s use of such services, including but not limited to provisions on fees, access and use limitations, and identification of various third party applications, such as transport mechanisms, that Government Subscriber may need to procure separately to use Court Data Services.
- 2.11** “**Rules of Public Access**” means the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time, including without limitation lists or tables published from time to time by the Court and/or the SCAO entitled “Limits on Public Access to Case Records” or “Limits on Public Access to Administrative Records,” all of which by this reference are made a part of this Agreement. It is the obligation of Government Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. Such rules, lists, and tables are posted on the main website for the Court, for which the current address is www.mncourts.gov.
- 2.12** “**SCAO**” means the State of Minnesota, State Court Administrator's Office.
- 2.13** “**This Agreement**” means this Master Subscriber Agreement for Minnesota Court Data Services for Governmental Agencies, including all Exhibits, Policies & Notices, and other documents referenced, attached to, or submitted or issued hereunder.
- 2.14** “**Trade Secret Information of SCAO and its licensors**” is defined in sections 8.1, 8.2 and 8.4 of this Agreement.
- 2.15** “**User Acknowledgement Form**” means the form signed by Government Subscriber’s Individual Users to confirm in writing that the Individual User has read and understands the requirements and restrictions in this Agreement (Exhibit A).
- 3. DATA ACCESS SERVICES PROVIDED TO GOVERNMENT AGENCY.** Following execution of this Agreement by both parties, Government Subscriber will be offered access to the Court Records (including Court Documents) described in the Government Subscriber Access Chart, which is posted on the Policies & Notices.

4. AUTHORIZED ACCESS, USE, AND DISSEMINATION OF COURT DATA SERVICES AND COURT RECORDS LIMITED; TRAINING; VIOLATIONS; SANCTIONS.

4.1 Authorized Access to Court Data Services and Court Records.

4.1.1 Government Subscriber and Government Subscriber's Individual Users shall access only the Court Data Services and Court Records (including Court Documents) necessary for a Legitimate Governmental Business Need.

4.1.2 The access of Court Data Services or Court Records (including Court Documents) by Government Subscriber or Government Subscriber's Individual Users for personal or non-official use, or any use that is not a "Legitimate Governmental Business Need" as defined herein, is prohibited.

4.1.3 Government Subscriber and Government Subscriber's Individual Users shall not access or attempt to access Court Data Services or Court Records (including Court Documents) in any manner not set forth in this Agreement, Policies & Notices, or other Court Data Services documentation.

4.2 Authorized Use of Court Data Services and Court Records.

4.2.1 Government Subscriber and Government Subscriber's Individual Users shall use the Court Data Services and Court Records (including Court Documents) accessed only for a Legitimate Governmental Business Need and according to the instructions provided in corresponding Policies & Notices or other materials.

4.2.2 The use of Court Data Services or Court Records (including Court Documents) by Government Subscriber or Government Subscriber's Individual Users for personal or non-official use, or any use that is not a "Legitimate Governmental Business Need" as defined herein, is prohibited.

4.2.3 Government Subscriber and Government Subscriber's Individual Users shall not use or attempt to use Court Data Services or Court Records (including Court Documents) in any manner not set forth in this Agreement, Policies & Notices, or other Court Data Services documentation.

4.3 Dissemination of Court Records. Government Subscriber and Government Subscriber's Individual Users shall not share the Court Records (including Court Documents) accessed and data therefrom with third parties and other individuals other than as needed to further a Legitimate Governmental Business Need.

4.4 Training. Government Subscriber shall provide Government Subscriber's Individual Users training in the proper access, use, and dissemination of Court Records (including Court Documents).

4.5 Violations.

4.5.1 The access, use, or dissemination of Court Data Services or Court Records (including Court Documents) beyond what is necessary for a Legitimate

Governmental Business Need by Government Subscriber or Government Subscriber's Individual Users is a violation of this Agreement. The access, use or dissemination of Court Data Services or Court Records (including Court Documents) by Government Subscriber or Government Subscriber's Individual Users for personal use is a violation of this Agreement.

4.5.2 Any violation pursuant to Clause 4.5.1, or any unauthorized or attempted access, use or dissemination of Court Data Services, Court Records or Court Documents by Government Subscriber or Government Subscriber's Individual Users shall be grounds for the Court to impose sanctions as described in Clause 4.6 and to terminate this Agreement without prior notice to Government Subscriber and/or Government Subscriber's Individual Users.

4.6 Sanctions.

4.6.1 Sanctions for a violation pursuant to Clause 4.5.1 may be imposed upon a Government Subscriber and/or Government Subscriber's Individual Users and may include the suspension of access or termination of access for Government Subscriber and/or Government Subscriber's Individual Users.

4.6.2 If the Court decides to terminate the access for Government Subscriber and/or Government Subscriber's Individual Users, the Court shall notify the affected party in writing. The termination shall be effective immediately. Prior notice to Government Subscriber and/or Government Subscriber's Individual Users is not required. Reinstatement of the access shall only be upon the written direction of the Court.

5. GUARANTEES OF CONFIDENTIALITY. Government Subscriber agrees:

5.1 To not disclose Court Confidential Information to any third party except where necessary to carry out the Government Subscriber's Legitimate Governmental Business Need as defined in this Agreement.

5.2 To take all appropriate action, whether by instruction, agreement, or otherwise, to insure the protection, confidentiality and security of Court Confidential Information and to satisfy Government Subscriber's obligations under this Agreement.

5.3 To limit the use of and access to Court Confidential Information to Government Subscriber's Individual Users. Government Subscriber shall advise Government Subscriber's Individual Users of the restrictions upon access, use and disclosure contained in this Agreement, requiring each Government Subscriber's Individual User to acknowledge in writing that the individual has read and understands such restrictions. Government Subscriber's Individual Users shall sign the User Acknowledgment Form (Exhibit A) before accessing Court Data Services.

5.4 That, without limiting Clause 1 of this Agreement, the obligations of Government Subscriber and Government Subscriber's Individual Users with respect to the confidentiality and security of Court Confidential Information shall survive the termination of this Agreement and the termination of their relationship with Government Subscriber.

5.5 That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Government Subscriber and Government Subscriber's Individual Users under this Agreement, such obligations of Government Subscriber and Government Subscriber's Individual Users are founded independently on the provisions of this Agreement.

5.6 That, a violation of Government Subscriber's agreements contained in this Clause 5, or a violation of those same agreements by Government Subscriber's Individual Users, shall be grounds for the Court to terminate this agreement and Government Subscriber and/or Government Subscriber's Individual Users access to Court Data Services and Court Records (including Court Documents).

6. **APPLICABILITY TO COURT CASE INFORMATION PROVIDED UNDER LEGAL MANDATE AND PREVIOUSLY DISCLOSED COURT RECORDS AND COURT DOCUMENTS.** Subscriber acknowledges and agrees:

6.1 **Court Case Information Provided Under Legal Mandate.** When the Court is required to provide Government Subscriber with Court Case Information under a legal mandate and the provision of such data by the Court is not optional or otherwise left to the discretion of the Court, for example in the case of a state statutory reporting requirement, the provisions of this Agreement that govern or restrict Government Subscriber's access to and use of Court Case Information do not apply to the specific data elements identified in the legal mandate, but remain in effect with respect to all other Court Case Information provided by the Court to Government Subscriber. All other provisions of this Agreement remain in full effect, including, without limitation, provisions that govern or restrict Government Subscriber's access to and use of Court Confidential Security and Activation Information.

6.2 **Previously Disclosed Court Records and Court Documents.** Without limiting section 6.1, all Court Records and Court Documents disclosed to Government Subscriber prior to the effective date of this Agreement shall be subject to the provisions of this Agreement.

7. **ACKNOWLEDGMENT BY INDIVIDUALS WITH ACCESS TO COURT RECORDS UNDER THIS AGREEMENT.**

7.1 **Requirement to Advise Government Subscriber's Individual Users.** To affect the purposes of this Agreement, Government Subscriber shall advise each of Government Subscriber's Individual Users who are permitted to use and/or access Court Data Services and Court Records (including Court Documents) under this Agreement of the requirements and restrictions in this Agreement.

7.2 **Required Acknowledgement by Government Subscriber's Individual Users.**

7.2.1 Government Subscriber shall require each of Government Subscriber's Individual Users to sign the User Acknowledgement Form (Exhibit A).

7.2.2 The User Acknowledgement Forms of current Government Subscriber's Individual Users must be obtained prior to submitting this Agreement to the

Court for approval and shall accompany the submission of this Agreement for approval.

7.2.3 Until the User Acknowledgement Form required in Clause 7.2.1 is signed, a Government Subscriber's Individual User is prohibited from accessing, using or disseminating Court Data Services and Court Records (including Court Documents). The access, use or dissemination of Court Data Services or Court Records (including Court Documents) by a Government Subscriber's Individual User that has not completed a User Acknowledgement Form as required in Clause 7.2.1 is a violation of this Agreement.

7.2.4 Government Subscriber shall keep all such written User Acknowledgment Forms on file while this Agreement is in effect and for one (1) year following the termination of this Agreement. Government Subscriber shall promptly provide the Court with access to, and copies of, such acknowledgements upon request to the Agency Account Manager.

7.2.5 The User Acknowledgment Forms are incorporated herein by reference.

8. LICENSE AND PROTECTION OF PROPRIETARY RIGHTS. During the term of this Agreement, subject to the terms and conditions hereof, the Court, with the permission of the SCAO, hereby grants to Government Subscriber a nonexclusive, nontransferable, limited license to use Court Data Services Programs and Court Data Services Databases to access or receive Court Records (including Court Documents). SCAO and the Court reserve the right to make modifications to the Court Data Services, Court Data Services Programs, and Court Data Services Databases, and related materials without notice to Government Subscriber. These modifications shall be treated in all respects as their previous counterparts.

8.1 Court Data Services Programs. SCAO is the copyright owner and licensor of the Court Data Services Programs. The combination of ideas, procedures, processes, systems, logic, coherence and methods of operation embodied within the Court Data Services Programs, and all information contained in documentation pertaining to the Court Data Services Programs, including but not limited to manuals, user documentation, and passwords, are trade secret information of SCAO and its licensors.

8.2 Court Data Services Databases. SCAO is the copyright owner and licensor of the Court Data Services Databases and of all copyrightable aspects and components thereof. All specifications and information pertaining to the Court Data Services Databases and their structure, sequence and organization, including without limitation data schemas such as the Court XML Schema, are trade secret information of SCAO and its licensors.

8.3 Marks. Government Subscriber shall neither have nor claim any right, title, or interest in or use of any trademark used in connection with Court Data Services, including but not limited to the marks "MNCIS" and "Odyssey."

8.4 Restrictions on Duplication, Disclosure, and Use.

8.4.1 Trade secret information of SCAO and its licensors will be treated by Government Subscriber in the same manner as Court Confidential

Information. In addition, Government Subscriber will not copy any part of the Court Data Services Programs or Court Data Services Databases, or reverse engineer or otherwise attempt to discern the source code of the Court Data Services Programs or Court Data Services Databases, or use any trademark of SCAO or its licensors, in any way or for any purpose not specifically and expressly authorized by this Agreement. As used herein, "trade secret information of SCAO and its licensors" means any information possessed by SCAO which derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Trade secret information of SCAO and its licensors" does not, however, include information which was known to Government Subscriber prior to Government Subscriber's receipt thereof, either directly or indirectly, from SCAO or its licensors, information which is independently developed by Government Subscriber without reference to or use of information received from SCAO or its licensors, or information which would not qualify as a trade secret under Minnesota law.

8.4.2 It will not be a violation of Clause 8.4 for Government Subscriber to make up to one (1) copy of training materials and configuration documentation for each individual authorized to access, use, or configure Court Data Services, solely for its own use in connection with this Agreement.

8.4.3 Government Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of SCAO and its licensors and Government Subscriber will advise Government Subscriber's Individual Users who are permitted access to any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of SCAO and its licensors, of the restrictions upon duplication, disclosure and use contained in this Agreement.

8.5 Proprietary Notices. Government Subscriber will not remove any copyright or proprietary notices included in and/or on the Court Data Services Programs or Court Data Services Databases, related documentation, or trade secret information of SCAO and its licensors, or any part thereof, made available by SCAO or the Court, and Government Subscriber will include in and/or on any copy of the Court Data Services Programs or Court Data Services Databases, or trade secret information of SCAO and its licensors and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made available to Government Subscriber by SCAO or the Court, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

8.6 Title; Return. The Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration material, if any, and logon account information and passwords, made available by the Court and SCAO to Government Subscriber hereunder, and all copies, including partial copies, thereof are and remain the property of the respective licensor. Within ten days of the effective date of termination of this Agreement, Government Subscriber shall either: (i) uninstall and return any and all copies of the applicable Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration

materials, if any, and logon account information; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

- 8.7 Reasonable Security Measures.** The Court may add reasonable security measures including, but not limited to, a time-out feature, to Court Data Services Programs.
- 9. INJUNCTIVE RELIEF; LIABILITY.** Government Subscriber acknowledges that the Court, SCAO, SCAO's licensors, and DCA will be irreparably harmed if Government Subscriber's obligations under this Agreement are not specifically enforced and that the Court, SCAO, SCAO's licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Government Subscriber of its obligations. Therefore, Government Subscriber agrees that the Court, SCAO, SCAO's licensors, and DCA shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Government Subscriber or Government Subscriber's Individual Users without the necessity of the Court, SCAO, SCAO's licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Government Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota, Government Subscriber shall be liable to the Court, SCAO, SCAO's licensors, and DCA for reasonable attorney's fees incurred by the Court, SCAO, SCAO's licensors, and DCA in obtaining any relief pursuant to this Agreement.
- 10. COMPROMISE LIABILITY.** Government Subscriber and the Court agree that, except as otherwise expressly provided herein, each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the Court and any Government Subscriber that is an office, officer, agency, department, division, or bureau of the state of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law. Without limiting the foregoing, if Government Subscriber is a political subdivision of the state of Minnesota, liability of the Subscriber shall be governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law.
- 11. AVAILABILITY.** Specific terms of availability shall be established by the Court and set forth in the Policies & Notices. The Court reserves the right to terminate this Agreement immediately and/or temporarily suspend Government Subscriber's approved Court Data Services in the event the capacity of any host computer system or legislative appropriation of funds is determined solely by the Court to be insufficient to meet the computer needs of the courts served by the host computer system. Monthly fees, if any, shall be prorated only for periods of suspension or upon termination of this Agreement.
- 12. ADDITIONAL USER OBLIGATIONS.** The obligations of the Government Subscriber set forth in this section are in addition to the other obligations of the Government Subscriber set forth elsewhere in this Agreement.
- 12.1 Judicial Policy Statement.** Government Subscriber agrees to comply with all policies identified in applicable Policies & Notices. Upon failure of the Government Subscriber to comply with such policies, the Court shall have the option of immediately suspending or terminating the Government Subscriber's Court Data Services on a temporary basis and/or immediately terminating this Agreement.

12.2 Access and Use; Log.

12.2.1 Government Subscriber shall be responsible for all access to and use of Court Data Services and Court Records (including Court Documents) by Government Subscriber's Individual Users or by means of Government Subscriber's equipment or passwords, whether or not Government Subscriber has knowledge of or authorizes such access and use.

12.2.2 Government Subscriber shall also maintain a log identifying all persons to whom Government Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Government Subscriber shall maintain such logs while this Agreement is in effect and for a period of one (1) year following termination of this Agreement. Government Subscriber shall promptly provide the Court with access to, and copies of, such logs upon request.

12.2.3 Government Subscriber, through the Agency Account Manager, shall promptly notify the Court when Government Subscriber's Individual Users with individual logins should have accounts added or deleted. Upon Government Subscriber's failure to notify the Court of these changes, the Court may terminate this Agreement without prior notice to Government Subscriber.

12.2.4 The Court may conduct audits of Government Subscriber's logs and use of Court Data Services and Court Records (including Court Documents) from time to time. Upon Government Subscriber's failure to maintain such logs, to maintain accurate logs, or to promptly provide access by the Court to such logs, the Court may terminate this Agreement without prior notice to Government Subscriber.

12.3 Personnel. Government Subscriber agrees to investigate (including conducting audits), at the request of the Court, allegations of misconduct pertaining to Government Subscriber's Individual Users having access to or use of Court Data Services, Court Confidential Information, or trade secret information of the SCAO and its licensors where such persons violate the provisions of this Agreement, Policies & Notices, Judicial Branch policies, or other security requirements or laws regulating access to the Court Records. Government Subscriber, through the Agency Account Manager, agrees to notify the Court of the results of such investigation, including any disciplinary actions, and of steps taken to prevent further misconduct. Government Subscriber agrees to reimburse the Court for costs to the Court for the investigation of improper use of Court Data Services, Court Records (including Court Documents), or trade secret information of the SCAO and its licensors.

13. FEES AND INVOICES. Applicable monthly fees commence ten (10) days after notice of the Court's approval of this Agreement or upon the initial Government Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the State shall invoice Government Subscriber on a monthly basis for charges incurred in the preceding month and applicable taxes, if any, and payment of all amounts shall be due upon receipt of invoice. If all amounts are not paid within thirty (30) days of the date of the invoice, the Court may immediately cancel this Agreement without notice to Government Subscriber and pursue all available legal remedies. Government Subscriber certifies that

funds have been appropriated for the payment of charges under this Agreement for the current fiscal year, if applicable.

14. MODIFICATION OF FEES. SCAO may modify the fees by amending the Policies & Notices as provided herein, and the modified fees shall be effective on the date specified in the Policies & Notices, which shall not be less than thirty (30) days from the publication of the Policies & Notices. Government Subscriber shall have the option of accepting such changes or terminating this Agreement as provided in section 1 hereof.

15. WARRANTY DISCLAIMERS.

15.1 WARRANTY EXCLUSIONS. EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, COURT, SCAO, SCAO'S LICENSORS, AND DCA MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, NOR ARE ANY WARRANTIES TO BE IMPLIED, WITH RESPECT TO THE INFORMATION, SERVICES OR COMPUTER PROGRAMS MADE AVAILABLE UNDER THIS AGREEMENT.

15.2 ACCURACY, COMPLETENESS AND AVAILABILITY OF INFORMATION. WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, SCAO, SCAO'S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS. THE COURT IS NOT LIABLE FOR ANY COURT RECORDS OR COURT DOCUMENTS NOT AVAILABLE THROUGH COURT DATA SERVICES DUE TO COMPUTER OR NETWORK MALFUNCTION, MISTAKE OR USER ERROR.

16. RELATIONSHIP OF THE PARTIES. Government Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, SCAO, SCAO'S licensors, or DCA. Neither Government Subscriber nor the Court, SCAO, SCAO'S licensors, or DCA shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.

17. NOTICE. Except as provided in Clause 2 regarding notices of or modifications to Court Data Services and Policies & Notices, and in Clauses 13 and 14 regarding notices of or modification of fees, any notice to Court or Government Subscriber hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.

18. NON-WAIVER. The failure by either Party at any time to enforce any of the provisions of this Agreement or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Agreement. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

19. **FORCE MAJEURE.** Neither party shall be responsible for failure or delay in the performance of their respective obligations hereunder caused by acts beyond their reasonable control.
20. **SEVERABILITY.** Every provision of this Agreement shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Agreement so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Agreement, and all other provisions shall remain in full force and effect.
21. **ASSIGNMENT AND BINDING EFFECT.** Except as otherwise expressly permitted herein, neither Party may assign, delegate and/or otherwise transfer this Agreement or any of its rights or obligations hereunder without the prior written consent of the other. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any corporation or other legal entity into, by or with which Government Subscriber may be merged, acquired or consolidated or which may purchase the entire assets of Government Subscriber.
22. **GOVERNING LAW.** This Agreement shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota.
23. **VENUE AND JURISDICTION.** Any action arising out of or relating to this Agreement, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Government Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.
24. **INTEGRATION.** This Agreement sets forth the entire Agreement and understanding between the Parties regarding the subject matter hereof and supersedes any prior representations, statements, proposals, negotiations, discussions, understandings, or agreements regarding the same subject matter. Except as otherwise expressly provided in Clause 2 regarding Court Data Services and Policies & Notices, and in Clauses 13 and 14 regarding fees, any amendments or modifications to this Agreement shall be in writing signed by both Parties.
25. **MINNESOTA DATA PRACTICES ACT APPLICABILITY.** If Government Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, Government Subscriber acknowledges and agrees that: (1) the Court is not subject to Minn. Stat. Ch. 13 (*see* section 13.90) but is subject to the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court; (2) Minn. Stat. section 13.03, subdivision 4(e) requires that Government Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided under this Agreement; (3) the use of and access to Court Records may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law; and (4) these applicable restrictions must be followed in the appropriate circumstances.

IN WITNESS WHEREOF, the Parties have, by their duly authorized officers, executed this Agreement, intending to be bound thereby.

1. GOVERNMENT SUBSCRIBER
Government Subscriber must attach documented verification of authority to sign on behalf of and bind the entity ("Master Subscriber Agreement Signing Authority"), such as a council resolution, board authority or legally binding decision maker, and attach same as Exhibit B.

By _____
(SIGNATURE)

Date _____

Name (typed) Sean Folmar

Title Acting Police Chief

Office City of Inver Grove Heights

2. THE COURT

By _____
(SIGNATURE)

Date _____

Title CIO/Director

Office Information Technology
Division of State Court
Administration

3. Form and execution approved
for Court by:

By: _____
(SIGNATURE)

Title: Staff Attorney - Legal Counsel Division

Date: _____

User Acknowledgment Form

The Agency identified below that I work for has contracted with the Office of State Court Administration (the "Court") for the access and use of the Court's Records and Documents. Under that contract, the Agency is required to have employees, student attorneys and contractors sign the written acknowledgment below before they are permitted access.

I, _____, as an employee/student attorney/contractor of _____ ("the Agency"), state the following:

1. I have read and understand the requirements and restrictions in the Master Subscriber Agreement for Minnesota Court Data Services for Governmental Agencies between the Agency and the Court.
2. I understand that I am not to share my login and password information.
3. I shall access and use the Court Records and Court Documents provided for only "legitimate governmental business needs." I understand a "legitimate governmental business need" is limited to a requirement, duty or obligation for the efficient performance of governmental tasks or governmental responsibilities that is required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State or local court or agency or before any self-regulatory body.
4. I shall not access or use Court Records or Court Documents for personal or non-official use or any use that is not a legitimate governmental business need as defined in paragraph 3, above.
5. I will not share Court Records or Court Documents with third parties other than as needed to further legitimate governmental business needs as defined in paragraph 3, above.
6. I understand that the Court is not liable for any Court Records or Court Documents not available due to computer or network malfunction, mistake or user error. The Court makes no warranties as to the completeness or accuracy of the Court Records and Court Documents provided.
7. I agree to notify the Court when I no longer work for the Agency or no longer have a legitimate governmental business need for Court Records and Court Documents. I agree to stop accessing court records and documents when this occurs.
8. I understand that should I violate paragraphs 3., 4., or 5., it would result in the suspension or termination of my access to Court Records and Documents, and may result in the suspension or termination of the access to Court Records and Documents by the Agency, and other civil and criminal liability.

Date: _____

By: _____
Employee/Student Attorney/Contractor for Agency

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

PERSONNEL ACTIONS

Meeting Date: October 10, 2016
Item Type: Consent
Contact: Joe Lynch, City Administrator
Prepared by: Carrie Isaacson, Admin Svc Cord
Reviewed by: Janet Shefchik, HR Manager

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 Staff requests that the Council approve the personnel actions listed below:

Please confirm the Part-Time/Temporary/Seasonal Employment of: Elizabeth Robinette, Recreation Instructor (Recreation), Lauren Shier, Lifeguard (Aquatics/VMCC), Bret Pietrzak, Birthday Party Host/Pool Attendant (Aquatics/VMCC), Shelly Milton, PT Office Support (Police Dept), Ashley Perrin, Lifeguard (Aquatics/VMCC)

Please confirm the Termination of: Tyler Krueger, Lifeguard (Aquatics/VMCC)

Please confirm the Promotion of: Ryan Prail, Patrol Officer promoted to Sergeant

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

CITY OF INVER GROVE HEIGHTS; Major Site Plan and I-2 uses Ordinance Amendments

Meeting Date: October 10, 2016
 Item Type: Regular Agenda
 Contact: Allan Hunting 651.450.2554
 Prepared by: Allan Hunting, City Planner
 Reviewed by:

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

PURPOSE/ACTION REQUESTED

Consider the Third Reading of Zoning Ordinance Amendments relating to:

- a) changes to the Major Site Plan Review and Conditional Use Permit Review relating to expanding administrative reviews of amendments.
 - Requires 3/5th's vote.
- b) changes to the permitted and conditional uses in the I-2, General Industry Zoning District.
 - Requires 3/5th's vote.
 - 60-day deadline: N/A

SUMMARY

Council approved the second reading of the two ordinance amendments on September 26th with no changes to the ordinances.

No further changes are being suggested by staff.

Planning Division. Recommends approval of the third reading of the two ordinance amendments as proposed.

Attachments: Major Site Plan Ordinance
 Permitted/Conditional Use Ordinance

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

ORDINANCE NO. _____

AN ORDINANCE AMENDING INVER GROVE HEIGHTS CITY CODE,
TITLE 10, (ZONING ORDINANCE) CHAPTERS 3A, CONDITIONAL USES AND
CHAPTER 15J SITE PLAN REVIEW, TO ALLOW ADMINISTRATIVE REVIEW OF
AMENDMENTS TO APPROVED CONDITIONAL USE PERMITS AND SITE PLAN
REVIEWS

THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS ORDAINS AS
FOLLOWS:

Section One. Amendment. Title 10, Chapter 3A-5, REVIEW BY PLANNING COMMISSION; ACTION BY COUNCIL of the Inver Grove Heights City Code is hereby amended to add section (C) as listed below:

10-3A-5: **REVIEW BY PLANNING COMMISSION; ACTION BY COUNCIL:**

- C. Within the I-2 District only, modifications to the previously approved site plan of an approved conditional use permit shall be allowed by administrative review subject to the following procedural requirements:
1. Plan review will be in accordance with established procedures on file with the Planning Department including the coordinated review by other city departments and divisions as determined by the zoning administrator.
 2. Administrative approval including all applicable conditions and requirements shall be made in writing by the zoning administrator. The applicant, in addition to all other applicable requirements, shall submit a written acknowledgment of that approval prior to the commencement of any development and prior to the issuance of any permits.
 3. Any unresolved dispute as to administrative interpretation of this code, this title, or policy requirements may be formally appealed pursuant to this title.
 4. Any variance proposal will automatically require the entire application to be processed in accordance with the planning commission review and city council approval provisions of section 10-3-4 of this title.
 5. Any new use not approved under the existing conditional use permit and is classified as a conditional use in the corresponding zoning district, shall require the entire application to be processed in accordance with the requirements for conditional uses, section 10-3, article A of this title.

6. The zoning administrator may waive or modify data submission application requirements if the zoning administrator determines previously made submissions for the property substantially address the information needed to evaluate the requested modifications.

Section Two. Amendment. Title 10, Chapter 15, Section 10-15J, SITE PLAN REVIEW of the Inver Grove Heights City Code is hereby amended to add section 10-15J-14 to read as follows:

10-15J-14: AMENDMENTS TO APPROVED SITE PLANS:

- C. Within the I-2 District only, modifications to the previously approved site plan for a Major or Minor project shall be allowed by administrative review subject to the following procedural requirements:
 - 1. Plan review will be in accordance with established procedures on file with the Planning Department including the coordinated review by other city departments and divisions as determined by the zoning administrator.
 - 2. Administrative approval including all applicable conditions and requirements shall be made in writing by the zoning administrator. The applicant, in addition to all other applicable requirements, shall submit a written acknowledgment of that approval prior to the commencement of any development and prior to the issuance of any permits.
 - 3. Any unresolved dispute as to administrative interpretation of this code, this title, or policy requirements may be formally appealed pursuant to this title.
 - 4. Any variance proposal will automatically require the entire application to be processed in accordance with the planning commission review and city council approval provisions of section 10-3-4 of this title.
 - 5. Site plan modifications involving conditionally permitted uses are subject to the review requirements found in chapter 3, article A of this title.
 - 6. The zoning administrator may waive or modify data submission application requirements if the zoning administrator determines previously made submissions for the property substantially address the information needed to evaluate the requested modifications.

Section Three. Effective Date. This Ordinance shall be in full force and effect upon its publication.

Passed in regular session of the City Council on the 10th day of October, 2016.

Ayes:

Nays:

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

Major			A			P						
Minor			P	C		P						
Automobile and off highway vehicle sales			C									
Automobile body shop			A			P						
Automobile rental business			C									
Automobile service - as accessory to retail sales (see section 10-15-24 of this title)				C								
Automobile service center			C									
Automobile service station (see section 10-15-23 of this title)		C	C	C		P						
Bagel shop	P	P	P	P					A	P		
Bakeries - retail		P	P	P						P	C	
Bank (see section 10-15-25 of this title)	P	P	P	P						P		
Bar (tavern)		C	P	P								
Barber/beauty shop	C	P	P	P						P	C	
Bicycle sales and repair		P	P	P						P	C	
Billboard (see section 10-15E-6 of this title)						C		P				
Boat and marine sales (enclosed building)			P	P								
Body art establishment (see section 10-15-32 of this title)		P	P	P		C						
Bookstore		P	P	P							C	
Bottling works						P						
Building materials yard			C	C		C						
Bus terminal			C	P								
Bus terminal and repair garage						P						
Business and trade school			C			C			C			

Car wash		P	A	A								
Cemetery, including mausoleum and columbarium									P			
Church			C						P			
Clothing store		P	P	P								
Clubhouse and other golf course structures									A			
Coffee shop	P	P	P	P					A	P		
Commercial greenhouse			P									
Commercial kennels, daycare (see definition of "kennel, commercial daycare" in section 10-2-2 of this title)			C									
Community gardens	P	P	P	P	P	P	P	P	P	P	P	P
Construction office/trailer, temporary	P	P	P	P	P	P	P	P	P	P	P	P
Contractor's shop - indoor						P		P				
Contractor's yard - outside but enclosed with fence						C		P ²				
Convenience store with gas sales (see section 10-15-23 of this title)	C	C	C	C						C		
Convention center			C									
Convents, seminaries, monasteries, and nunneries; rectories, parsonages and parish houses; religious retreats when accessory to a place of worship									A			
Copy center	C	P	P	P						P	C	C
Crematorium		P	P	P								
Daycare facility	C	C	C	C					C	C		
Dessert shop		P	P	P						P	C	
Drinking establishment (see "bar [tavern]" in this section)												
Drugstore		P	P	P						P		

Dry cleaning; laundry pick up stations	C	P	P	P						P	C	
Electrical, heating, plumbing, and appliance repair			C			P		P				
Enclosed maintenance facility when architecturally compatible with the surroundings						C		P	C			
Essential services	P	P	P	P	P	P	P	P	P	P	P	P
Essential services buildings	C	C	C	C	C	C	C	P	C			
Fences (see section <u>10-15-12</u> of this title)	A	A	A	A	A	A	A	A	A	A	A	A
Floor covering stores		P	P	P								
Florist - retail sales		P	P	P							C	
Fuel storage and dispensing with conditions: a) Exclusive use by owner; b) No retail sales except for propane	P					P		P				
Fuel storage tank such as crude oil, gasoline, natural gas, propane and other fuels								C				
Furniture store		P	P	P								
Gallery	C	P	P	P								
Game arcade		C	P	P								
Garden supply store			P	P								
Outdoor sales and display area			A	A								
Gift shop		P	P	P							C	
Golf course									P			
Grocery store		P	P	P								
Hardware store		P	P	P								
Higher education facilities									P			
Hobby shop		P	P	P								

Home improvement center			C	P									
Outdoor sales and display				A									
Hospital										P			
Impound lot (see section 10-15-29 of this title) and Auto Auction Sales						C		C					
Interior decorating store	P	P	P	P									
Jewelry store		P	P	P								C	
Laundromat		P	P	P						P			
Laundry						P							
Liquor store		C	P	P								C	
Locksmith		P	P	P									
Manufacturing and assembly						C	C	P					
Sales and service of semitrailers, trucks and trailers, including equipment, parts and tires								A					
Marina			C			C							
Massage therapy, licensed	P	P	P	P									
Medical and dental clinics (see also "clinic (medical and dental)" in this section)	P	P	P	P						P	C	C	
Medical complexes and facilities	C			C	C		P				C	C	
Ministorage facilities (including caretaker quarters) and outdoor vehicle storage			C			C		P					
Mortuary		P	P	P									
Motel/hotel			P	C								C	
Multiple-family dwellings when attached to business										P			
Municipal community center and recreation facilities										P			

Municipal government administration buildings, fire stations, and police stations										P			
Museum	C									P			
Music store		P	P	P									
Music studio													
Nonretail	P	P	P	P						P	C		
With incidental sales	C	P	P	P						C			
Newspaper and publishing office			P	P									
Nightclub (providing structure is more than 100 feet from R zoned property)			C										
Nursing home										C			
Off street parking	A	A	A	A	A	A	A	A	A	A	A	A	A
Office:													
Showroom						P		P					
Trucking terminal						C		P					
Warehouse						C	P	P					
Office building	P	P			P		P	P		P	C	C	
Office supply store		P	P	P									
Open sales lot (excludes automobile and off highway vehicle sales lots)		C	C			C		P					
Optical/eyeware sales:													
<1,000 square feet floor area	C	P	P	P							C		
>1,000 square feet floor area		P	P	P									
Outdoor storage			C			C		P ^{1,2}					
Outdoor storage associated with municipal government use only										P			
Packaging, cleaning, repair or testing (enclosed building)						P	P	P					
Paint and wallpaper sales		P	P	P		C							

Pawnshop, licensed			P									
Personal gardens	P	P	P	P	P	P	P	P	P	P	P	P
Pet shop (no boarding)		C	P	P								
Photo processing with film sales	C	P	P	P						P		
Photography studio (nonretail)	P	P	P	P						P	C	
Photography supply and processing		P	P	P								
Picture framing	P	P	P	P							C	
Places of worship			C						P			
Playhouses	C	P	P	P					P			
Post office			P	P								
Printing and publishing:						P	P	P				
<14,000 square feet floor area			P									
Private lodges and clubs		C	C						P			
Private motor fuel dispensing station (see section 10-15-23 of this title)	C					C		P				
Processing and treatment						C	C	P				
Professional offices, not within office building	P	P	P	P	P	A	P	A	A		C	
Public and private schools									P			
Public libraries and art galleries									P	P		
Public parks and playgrounds									P			
Radio and television studios	C											
Recreation centers			C						P			
Research and development facilities (indoor only)	P			C	C	C	P	P			C	C

Restaurant:	P	P	P	P	P								C	
Fast food (see section 10-15-25 of this title)		C	C	C	C									
Within a clubhouse on a golf course										A				
Retail, general:														
<1,000 square feet		P	P	P									C	
> or = 1,000 square feet			P	P										
Service of semi tanks, trucks and trailers (except as prohibited by the Fire Code), including equipment, parts and tires									P					
Shelter for battered women when accessory to at least one of the following: place of worship, academy, higher education facility, or hospital										C				
Shoe repair		P	P	P										
Signs (see chapter 15, article E of this title)	A	A	A	A	A	A	A	A	A	A	A	A	A	A
Single-family dwelling:														
Attached										P				
Existing (see section 10-10F-4 of this title)													P	
Small appliance repair		P	P	P										
Sporting goods store		P	P	P										
Stone and monument sales			C			C								
Studios: dance, exercise, marshal arts, etc.:														
<2,000 square feet in floor area	C	P	P	P									P	
> or = 2,000 square feet in floor area		P	P	P										
Tanning salon	C	P	P	P									C	
Theater (movie)		C	C	C									C	
Tower, telecommunications (see chapter 15, article G of this title) and Commercial television and radio transmitters	C	C	C	C	C	C	C	C	C	C				

Truck and freight terminal						C	P				
Truck stop (see section 10-15-23 of this title)						C					
Upholstery shop		P	P	P							
Veterinary clinic:											
Small animals	C	C	C	C						C	
Large animals						C					
Video store		P	P	P							
Warehousing and distribution						P	P				
Wholesale office and showroom			P			P	P				
Wholesaling and distribution						P	P				
Wind power converter						C		C ⁴ P ³	C		

Note:

1. Must comply with performance standards found in subsection 10-15-10B of this title.
2. Must comply with performance standards found in subsection 10-15-10B of this title when abutting Highway 52/55
3. Maximum height of 45 feet
4. Maximum height of 60 feet

Section Two. Amendment. Title 10, Chapter 15, PERFORMANCE STANDARDS, of the Inver Grove Heights City Code is hereby amended to read as follows:

10-15-10: EXTERIOR STORAGE:

B. All outdoor/open storage in I-2 districts shall comply with the following standards:

1. Outdoor storage shall be screened by a fenced enclosure from the public right of way, residential uses, and any non-I-2 zoned property. At a minimum, the fence shall consist of a six foot (6') high solid wood fence.
2. The enclosure shall not encroach into any established front building setback, and it shall not encroach into any side or rear yard parking setback.
3. The enclosure shall not interfere with any pedestrian or vehicular movement.
4. The items to be stored shall not exceed the height of the enclosure, except for vehicles or large equipment.

5. The storage area shall not occupy required parking spaces or landscape areas.
6. The storage area shall be surfaced with concrete, bitumin, class V gravel, or an approved equivalent. The surface shall be maintained to prevent deterioration, dust and erosion.
7. The outdoor storage shall only be conducted by an occupant of the principal building and shall be accessory thereto.
8. The outdoor storage area shall be set back a minimum of one hundred feet (100') from the lot boundary of any A, E, or R district.

Section Three. Effective Date. This Ordinance shall be in full force and effect upon its publication as provided by law.

Passed in regular session of the City Council on the 10th day of October, 2016.

Ayes:

Nays:

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

Melissa Tesser, City Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Rental License Ordinance

Meeting Date: October 10, 2016
 Item Type: Regular Agenda
 Contact: Thomas J. Link: 651-450-2546
 Prepared by: Tom Link, Director of Community Development
 Reviewed by: N/A



Fiscal/FTE Impact:	
<input type="checkbox"/>	None
<input 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

The City Council is to consider the second reading of an ordinance that would establish a rental license program.

BACKGROUND

The City Council approved the first reading of the ordinance on June 27, 2016. Representatives of apartment owners did not object to the ordinance but asked the City Council for further consideration of:

- Fees
- Investigation

The City Council directed staff to meet with the apartment owner representatives and provide further information regarding the three items. Staff subsequently conferred with the apartment owner representatives on two occasions and has had further discussions with the city attorney's office. In addition, staff reviewed the ordinance with the Dakota County Community Development Agency (CDA), which has six rental developments in the City of about 250 units.

A few minor changes have been made to the draft ordinance, the most notable regarding investigations. The revised ordinance and a memo from the City Attorney's office that describe the changes are attached.

ANALYSIS

Ordinance Summary

The key features of the proposed rental license ordinance are:

- The owners of all rental properties, including single-family residences, would be required to obtain a City license and comply with the International Property Maintenance Code
- The rental license would be for two years
- A rental license fee would be required, of an amount to be further discussed

- A criminal history background check would be required, in a form to be further discussed. The police chief would review the background for criminal investigations in the last five years. There would be a \$25 investigation fee per license.
- The model International Property Maintenance Code standards would be the basis for the rental regulations, as modified to fit Inver Grove Heights' needs. The code provides minimum standards for building maintenance, light, ventilation, pests, garbage collection, plumbing, mechanical, electrical, and fire safety.
- Regular inspections would not be conducted. Rather, inspections would be in response to complaints.
- Rental units that are licensed and inspected by other governmental agencies, such as hospitals, nursing homes, and memory care units, would be exempt from license requirements.
- Additional staff would not be provided for the license program; the ordinance would be administered by existing staff.

Fees

The City Council has stated that the rental license fees should reimburse the City for the costs of the program. The estimated program costs over two years, the term of the license, is \$82,000. It is estimated that there are approximately 3,300 rental units. Staff has prepared the three alternative fee schedules, as attached, for Council consideration:

Alternative 1 - Original City Fee Schedule – The rental license fee would be \$25 per unit. This alternative simply divides the biennial cost of the program by the number of units. Hence, \$82,000 divided by approximately 3,330 rental units equals \$25 per unit.

This alternative is simple and easy to understand. It generates fees to cover the City's cost of administering the rental license program. The cost is about \$1 a month per unit. The single-family and townhome rental fee would be \$25. The fee compares favorably to the fees charged by surrounding cities, per the attachment.

Apartment owners have raised concerns that the fees would be high for the larger apartment complexes. They have stated that these complexes are professionally managed and, hence, cause fewer problems.

Alternative 2 - Apartment Owners Fee Schedule – This alternative would charge a fee of \$150 per building plus \$15 per unit. This fee schedule is based on the City of Maple Grove's program. The rental license fee would be reduced for most apartment owners, though there are a few that would be increased because they have a large number of buildings, such as Lake Cove's 27 buildings.

This alternative would generate about \$74,000 and thus require the City to fund the balance of approximately \$8,000. The apartment owners have argued that a City contribution recognizes the community benefits of rental housing to housing diversity and the positive impacts of a well maintained multiple-family housing on surrounding property values. Single-family and townhome units would pay a license fee of \$25.

Alternative 3 – A Modified Apartment Owners Fee Schedule – This alternative would be the same as Alternative 2 except that single-family or townhome fees would be increased to \$50.

The justification for this schedule is the perception that single family rentals generate a larger number of complaints. This revised fee schedule would generate \$84,000 and hence cover the City's program costs.

Investigation

The City Council expressed a strong interest in the investigation of license applications. The ordinance which the City Council previously considered required the rental property owner to submit a criminal history background report from the Minnesota Bureau of Criminal Apprehension (BCA). The police chief would review the report and make a recommendation to the City Council as to whether the license should be approved. The recommendation would be based on a) conviction of a crime in the last five years related to rental property and b) material misrepresentation in the application. An investigation fee of \$25 would be charged, in addition to the license application fee, to reimburse the City for the police chief's time and efforts.

Apartment owners stated that the investigation of rental property owners would not be practical. Many apartments, especially the larger ones, have complex ownership structures that may include corporations, financial institutions, and pension funds. In addition, many of these owners are likely to reside or have corporate offices outside of Minnesota.

The ordinance has been revised to require an investigation of the property manager, instead of the owner, in those instances where there is a more complex, corporate-type ownership. This is consistent with the State Koskinen Law, which requires the investigation of property managers. The definition of property manager includes any employee who has access to individual dwelling units.

Dakota Community Development Agency (CDA)

The CDA has expressed support for the rental license ordinance and the reactive, or complaint based, inspections. However, they have expressed the same concerns as the other apartment owners – fees and investigation, per the attached e-mail. They have also requested that the CDA be exempt from the ordinance provisions, under Section 4-11-4, as government owned and managed housing.

CONCLUSION

Staff recommends that the City Council approve the second reading and provide further direction regarding the fees, criminal investigation, and an exemption for the CDA.

Enc: Memo from Kori Land, dated October 5
Draft Ordinance (Clean Copy)
Draft Ordinance (Redlined with Recent Amendments)
International Property Maintenance Code
Original City Fee Schedule (Alternative 1)
Apartment Owners' Fee Schedule (Alternative 2)
Comparison of Other Cities' Fee Schedules
E-mail from Dakota County Community Development Agency (CDA), dated August 30

cc: Housing Committee
Marty McDonough, Minnesota Multi-Housing Association
Jon Riley, Apartment Owner
Lisa Alfson, Dakota County Development Agency (CDA)

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

ATTORNEYS AT LAW

TIMOTHY J. KUNTZ
DANIEL J. BEESON
*KENNETH J. ROHLF
◊STEPHEN H. FOCHLER
◊JAY P. KARLOVICH
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TONA T. DOVE
BRADLEY R. HUTTER
•
HAROLD LEVANDER
1910-1992
•
ARTHUR GILLEN
1919-2005
•
• ROGER C. MILLER
1924-2009

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

MEMO

TO: Mayor Tourville and Members of the Inver Grove Heights City Council
FROM: Kori Land, Asst. City Attorney
DATE: October 5, 2016
RE: 2nd Reading on Rental Licensing Ordinance

Since you last reviewed the proposed rental licensing ordinance in June, it has seen a few minor changes, which are shown on the attached redlined document and summarized as follows:

- ❖ Section 4-13-2. Added definitions for Applicant and Manager. The applicant must be the owner. The definition of “manager” is consistent with the Kari Koskinen Manager Background Check Act, Minn. Stat. §266C.66-266C.71, a state law requiring background checks by the BCA on all residential property managers. “Manager” means anyone who, as part of his or her duties, has access to enter dwelling units.
- ❖ Section 4-13-3. C. Changes On Application. This section was moved to its own section so that is more conspicuous. If there is a change in the ownership, property manager, or 24-hour contact information, the licensee must notify the city and the city may require a background investigation on that new person, if required.
- ❖ Section 4-13-3. M. 1-2. Investigations. This section was clarified to require a background investigation of owners or managers who have access to enter dwelling units. To comply with the background investigation requirement:
 - Owners may submit the BCA public criminal conviction history report, which contains only public information and would reveal if owners have been convicted of a crime related to the business in the last 5 years or a “background check crime” within the last 10 years.
 - Managers may submit the BCA public criminal conviction history report and the response from the BCA required by the Koskinen Act, which involves a more thorough search of a “background check crime.”

Background Check Crimes, as defined by the statute, include felony level convictions of:

- Murder - First, Second and Third Degrees
- Manslaughter - First and Second Degrees
- Assault – First, Second, Third, Fourth and Fifth Degrees
- Kidnapping and False Imprisonment
- Criminal Sexual Conduct – First, Second, Third, and Fourth Degrees
- Arson – First Degree
- Stalking (Felony or Non-Felony)
- Criminal Vehicular Homicide or Injury
- Robbery or Aggravated Robbery
- Theft
- Terroristic Threats

The Koskinen Act also allows equivalent proof to be submitted that the person complies with the background investigation, including a background investigation conducted by the Department of Health, a private investigator or a local law enforcement agency.

- ❖ Section 4-13-8. B. Denial, Suspension or Revocation. Added language consistent with the Koskinen Act that a conviction by an owner or manager is a reason for denial, suspension or revocation of a license.
- ❖ Changed miscellaneous sections to ensure consistent use of capitalization and formatting.

City Staff will be available to address any questions you may have.

ORDINANCE NO. _____

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

AN ORDINANCE REGARDING
RENTAL LICENSING

The city council of Inver Grove Heights does ordain:

Section One. Enactment. Title 4, Chapter 13, Sections 1 through 11 are hereby enacted as follows:

RENTAL LICENSE

4-13-1: POLICY; PURPOSE; OBJECTIVE; INTENT:

- A. Policy: It is the policy of the city to enhance the supply of safe, sanitary and adequate structures and living conditions for its citizens and to prevent the deterioration of the existing rental structures in the city.
- B. Purpose: The purpose of this chapter is to carry out the policy stated in subsection A of this chapter by establishing minimum standards and procedures for their enforcement consistent with the right to personal privacy, for the protection of life, limb, health, property, safety and welfare of the general public, and for the owners and occupants of residential rental dwellings.
- C. Objectives: The objectives of this chapter include, but are not limited to, the following:
 - 1. Protection and preservation of the stability and character of residential areas within the city.
 - 2. The prevention and correction of conditions that adversely affect the life, safety, health and general well-being of owners, managers, and occupants of residential and dwellings in the city.
 - 3. The establishment of minimum standards for light, space, ventilation, cooling, heating, sanitation, protection from the elements, life safety, safety from fire and other hazards, and for the safe and sanitary maintenance necessary to ensure the health and safety of owners, managers, and occupants of residential dwellings.
 - 4. The establishment of minimum standards for the maintenance of rented single and multi-family dwellings, both owner-occupied and non-owner occupied dwellings.
 - 5. The prevention of blighted and deteriorating structures in the city.

6. The preservation of the value of land and structures in the city.
 7. The establishment of minimum standards for the licensing of single- and multi-family owner and non-owner occupied rental dwellings.
- D. Intent; Relation to City Code Provisions: The city council intends that the rental licensing code be an integral part of the city's program of health, safety, building and land use regulation. This code is to be construed liberally in conjunction with other provisions of the city code to give effect to the policy, purpose and objectives of this chapter, but is not to be construed to modify, amend or otherwise alter the provisions of the city code relating to health, safety, structure or land use regulation.
- E. Adoption of International Property Maintenance Code: Except as modified or amended by the Minnesota State Building Code (or as it may be amended) or by city ordinance, or by this chapter, the International Property Maintenance Code is adopted by reference and is made a part of this code as if fully set out at length. One copy of the International Property Maintenance Code, together with a copy of this chapter, each marked "Official Copy," must be kept on file at city hall and be available for public inspection. The chief building official must keep a reasonable number of additional copies of the International Property Maintenance Code and this chapter available for use and inspection by the public at reasonable times. The following provisions of the International Property Maintenance Code are modified as follows:
1. References to plumbing, mechanical, fire, and electrical codes shall be replaced by current Minnesota State-adopted plumbing, mechanical, fire, and electrical codes.
 2. Section 101.2 is replaced as follows: Scope. The provisions of this code shall apply to all residential rental structures and premises and constitute minimum requirements and standards for premises, structures, equipment and facilities for light, ventilation, space, heating, sanitation, protection from the elements, life safety, safety from fire and other hazards, and for safety and sanitary maintenance; for the responsibility of owners, managers and occupants, for the occupancy of existing structures and premises and for the administration and enforcement of this code.
 3. The following sections are deleted: Sections 102.3 (Application of other codes), 103 (Department of Property Maintenance Inspection), 104 (Duties and Powers of the Code Official), 106 (Violations), 107 (Notices and Orders), 109 (Emergency Measures), 110 (Demolition), 111 (Means of Appeal).
 4. Section 102.7.1 is replaced as follows: Conflicts. Where conflicts occur between provisions of the International Property Maintenance Code and the Minnesota State Building Code, the provisions of the Minnesota State Building Code shall apply.
 5. In Section 202 (General Definitions), the following definitions are deleted: Exterior Property, Garbage, Inoperable Motor Vehicle, Rubbish, Yard.

6. In Section 202 (General Definitions), the following definitions are replaced with the definitions in Section 4-13-2 of this code: Dwelling Unit, Let, Owner, Structure.
7. The following sections are deleted: Sections 302.1 (Sanitation), 302.3 (Sidewalks and Driveways), 302.4 (Weeds), 302.7 (Accessory Structures), 302.8 (Motor Vehicles), 302.9 (Defacement of Property), 303 (Swimming Pools, Spas and Hot Tubs), 304.3 (Exterior Structures – Premises Identification), 304.6 (Exterior Structures – Exterior Walls), 308 (Rubbish and Garbage).

4-13-2: DEFINITIONS:

Except as expressly provided in this chapter, words, terms and phrases used in this chapter have the meanings given them by the city code. In cases where conflicting definitions of a word, term or phrase make its precise meaning unclear in its application to particular facts, the city administrator is authorized to resolve the definition. For purposes of this chapter the following terms below have the meanings given them.

APPLICANT: The owner.

BUILDING CODE: Title 9 Chapter 1 of the city code.

CHIEF BUILDING OFFICIAL, BUILDING OFFICIAL, OR HOUSING OFFICIAL: The chief building official or designee in the department of community development, building inspection division and other city departments designated by the city administrator to administer this chapter.

CITY CODE: The Inver Grove Heights city code of ordinances.

COMMON AREAS: Halls, lobbies, corridors, passageways, utility rooms, recreational/multiuse rooms, along with facility and yard areas not under the exclusive control of one person or family, in or adjacent to a multiple dwelling.

DWELLING: A building or a portion of a building designed for residential occupancy. The term includes single-family/multi-family dwellings, manufactured homes, hotels, motels and boarding houses.

DWELLING UNIT: A single-family dwelling or a discrete portion of a dwelling or detached structure/garage designed for occupancy by one family.

FAMILY: An individual, or two (2) or more persons related by blood, marriage or adoption, or a group of not more than four (4) persons not so related, living together as a single housekeeping unit using common cooking facilities.

LET: To rent, lease or grant the use and possession of real property whether or not compensation is paid.

MANAGER or PROPERTY MANAGER: An individual who is hired by an owner and who would have the means, within the scope of the individual's duties, to enter rental dwelling units. Manager or property manager includes, but is not limited to employees of the owner, such as office staff or a custodian who would have the means, within the scope of the individual's duties, to enter rental dwelling units.

BCA: Minnesota Bureau of Criminal Apprehension.

MULTI-FAMILY DWELLING: Any residential structure designed to provide occupancy to more than one family unit.

OWNER: Any person, firm or corporation who alone, jointly, or separately with others is in actual possession of or has charge, care or control of a dwelling or dwelling unit or structure in the city as owner, employee or agent of the owner or as trustee or guardian of the estate of the person who is the titleholder, and such person is bound by the provisions of this chapter to the same extent as the owner. For purposes of this chapter, an owner does not mean a manager.

PROPERTY MAINTENANCE CODE OR INTERNATIONAL PROPERTY MAINTENANCE CODE: The international property maintenance code, 2012 edition, published by the International Conference of building officials.

RENTAL: An owner or non-owner occupied single- or multi-family dwelling or dwelling unit that is let to a party other than the owner of the property or a member of the owner's family.

REPAIR: To restore to a sound, acceptable state of operation, serviceability or appearance.

STRUCTURE: That which is built or constructed, an edifice or building of any kind, or any piece of work artificially built up or composed of parts joined together in some definite manner.

ZONING CODE: Title 10 of the city code.

4-13-3: LICENSE REQUIRED:

- A. General Rule: No person, partnership, business entity, or corporation shall operate a rental dwelling or rental dwelling unit in the city without a license. The licensee shall be the owner.
- B. Application: Application for a license must be made to the city by the owner upon forms provided by the city. After the city has received a completed application, including all required documentation, the appropriate fees, the license will be submitted to the city council for consideration. Incomplete applications will be rejected by the city and will not be submitted to the city council.

1. Natural Person: If the applicant is a natural person, the applicant must provide the following information:
 - a. Name, place, and date of birth.
 - b. Street resident addresses of where the applicant has lived during the past five years and telephone numbers.
 - c. Whether the applicant is a citizen of the United States or a resident alien.
 - d. Whether the applicant has ever been known by a name other than the applicant's name and, if so, the name or names used and information concerning dates and places used.
 - e. The type, name, and location of every business or occupation in which the applicant has been engaged during the preceding five years and the names and addresses of the applicant's employers and partners, if any, for the preceding five years.
 - f. Whether the applicant has ever been convicted of a felony, gross misdemeanor, misdemeanor, including violations of a municipal ordinance, but excluding minor traffic violations, directly related to the business for which a license is sought. If so, the applicant must furnish information as to the date, time, place of conviction, and nature of the offenses.
 - g. A physical description of the applicant.
 - h. If the applicant does not manage the business, the name of the managers or other persons in charge of the business and all information concerning each of them pursuant to city code section 4-13-3, subd. B(1)(a) through (g).
2. Partnership: If the applicant is a partnership, the applicant must provide the following information.
 - a. The names and addresses of all general and limited partners and all information concerning each general partner pursuant to city code section 4-13-3, subd. B(1)(a) through (g).
 - b. The names of the managing partners and the interest of each partner in the licensed business.
 - c. A copy of the partnership agreement: If the partnership is required to file a certificate as to a trade name pursuant to Minnesota statutes section 333.01, a certified copy of the certificate must be attached to the application.
 - d. The applicant's federal tax identification number and Minnesota employer identification number.

- e. If the applicant does not manage the business, the name of the managers or other persons in charge of the business and all information concerning each of them pursuant to city code section 4-13-3, subd. B(1)(a) through (g).
3. Corporation: If the applicant is a corporation or other organization, the applicant must provide the following information:
 - a. The name of the corporation or business and the state of incorporation.
 - b. A copy of the Articles of Incorporation or Association Agreement. If the applicant is a foreign corporation, a Certificate of Authority as required by Minnesota statutes section 303.06 must be attached.
 - c. The applicant's federal tax identification number and Minnesota employer identification number.
 - d. The name of the managers or other persons in charge of the business and all information concerning each manager, proprietor, or agent pursuant to city code section 4-13-3, subd. B(1)(a) through (g).
 - e. A list of all persons who control or own an interest in excess of 5% in such organization or business or who are officers of the corporation or business and all information concerning the persons pursuant to city code section 4-13-3, subd. B(1)(a) through (g). This provision, however, does not apply to a corporation whose stock is publicly traded on a stock exchange and the corporation is applying for a license to be owned and operated by it.
 4. Additional Information From All Applicants: All applicants must provide the following additional information:
 - a. Whether the applicant holds a current business or rental license or has ever held a license from any governmental unit, including the city.
 - b. Whether the applicant has ever had a license in any city or state denied, revoked, or suspended and the reason for the denial, revocation, or suspension.
 - c. The name of the business, if it is to be conducted under a designation, name, or style other than the name of the applicant and a certified copy of the certificate as required by Minnesota statutes section 333.01.
 - d. The legal description of the premises to be licensed.
 - e. If the applicant does not own the business premises, a true and complete copy of the executed lease for the premises.

- f. Whether all real estate and personal property taxes that are due and payable for the premises have been paid and, if not paid, the years and amounts that are unpaid.
 - g. A written declaration by the applicant, under penalty of perjury, that the information contained in the application is true. If the applicant is a corporation, an officer must sign the written declaration. If the applicant is a partnership, a general partner must sign the written declaration. If the applicant is an unincorporated association, the manager or managing officer must sign the written declaration.
 - h. The criminal history background report required by city code section 4-13-3, subd. M.
 - i. Such other information as the city may require.
5. Property Owner Information:
- a. The name, address and complete information of the property owner.
 - b. The name, address and complete information of at least one officer, manager or director, if the property owner is a business entity.
6. Property Contact Information: For single-family residential dwellings, the license applicant must provide 24-hour contact information for one person in any of the following categories. For all other types of dwellings, the license applicant must provide 24-hour contact information for two people in any of the following categories:
- a. At least one owner of the rental dwelling or rental dwelling unit;
 - b. At least one person, if different from the owner, who is responsible for compliance with this and any other code requirement pertaining to the rental dwelling or rental dwelling unit, such as a property manager, who must reside in the Twin Cities 7-County metropolitan area.
 - c. Any of the owner's agents responsible for management of the rental dwelling or rental dwelling unit, such as a property management company and the name and contact information of a person at the property management company.
 - d. Any vendors and all vendees, if the rental dwelling or rental dwelling unit is being sold pursuant to a contract for deed.
 - e. If there is a Home Owner's Association, the name and contact information of two of the officers of the Association.
7. Number and Type of Units: The license application must contain the number of units and types of units (condominium, apartment, townhome, etc.) within the rental dwelling. If the number or types of units change, the licensee must notify the city.

- C. Changes on Application. The licensee must notify the city in writing of any changes to the name(s) provided on the application including, but not limited to owners, the property management company, property managers, 24-hour contact information, or agents responsible for management of the rental dwelling or rental dwelling unit. Any changes may result in additional background checks, as required by city code section 4-13-3, subd. M, if deemed necessary by the city.
- D. Fees: Rental dwelling owners shall pay a fee as set by resolution adopted by the city council. The license fee is not refundable.
- E. Insurance Coverage: The applicant must file with the city a Certificate of Insurance from an insurance company duly licensed and qualified to do business in Minnesota, on a form approved by the city.
1. Coverage Requirements. The insurance policy must provide the following coverage in not less than the amounts hereinafter provided:
 - a. Comprehensive General Liability:
 - 1) Bodily injuries, including death resulting therefrom sustained by any one person - \$100,000 and \$300,000 per any one occurrence;
 - 2) Property Damage Liability - \$100,000 per occurrence; and
 - b. Worker's Compensation: Coverage as required by Minnesota statutes section 176.181, subdivision 2.
 2. Coverage Changes and Cancellation: The applicant may not cancel or change the insurance without 15 days prior written notice to the city by certified mail. The Certification of Insurance must be continuously in effect until 15 days after receipt of the written notice of cancellation or change, provided however, the Certification must not extend for more than two years.
- F. Changes in Ownership: A license is non-transferable. If there is a change in the ownership of the rental dwelling or rental dwelling unit, a new license is required.
- G. Biennial License: Persons wishing to let rental dwellings or rental dwelling units must make an application to the city on a biennial basis, provide the information required by this chapter and pay the applicable license fee. The license term shall begin on April 1 and expire two years thereafter on March 31.
- H. Tenant Register: As a condition of the license, the licensee must, as a continuing obligation, maintain a current register of tenants and other persons who have a lawful right to occupancy of rental dwellings or rental dwelling units. In its application, the applicant must designate the name of the person or persons who will have possession of the register and must

promptly notify the city of any change in the identity, address or telephone numbers of such person. The register must be available for inspection by city officials at all times.

- I. Display of License Certificate: The license certificate must be exhibited in a conspicuous place at or near the entrance to the rental dwelling. One license certificate must be displayed for each building.
- J. Crime-Free Lease Addendum: As a condition of the license, the licensee must use the Minnesota Crime-Free Lease Addendum or its equivalent, as part of its leases.
- K. Compliance with Provisions: An existing license will not be issued or renewed unless the rental dwelling unit and its premises conform to this chapter, the ordinances of the city and the laws of the state, unless a license with conditions is approved that allows time for compliance.
- L. Renewal and Late Fees:
 - 1. An application for license renewal must be filed at least sixty (60) days prior to the license expiration date.
 - 2. An applicant who fails to submit a completed renewal application at least sixty (60) days prior to the expiration date shall pay a late fee equal to 50% of the annual fee, in addition to the annual fee.
- M. Investigations:
 - 1. In order to protect the general welfare of the public for all applications, criminal history background reports from the BCA are required for any owner or manager who has or would have the means within the scope of the individual's duties, to enter rental dwelling units. Such individuals include, but are not limited to an owner, property manager or a 24-hour contact person. To satisfy this requirement, an owner may provide a copy of a BCA public criminal conviction history report. To satisfy this requirement, a manager may provide a BCA public criminal conviction history report and a response from the superintendent of the BCA required by Minnesota statutes section 299C.68. If the individual does not reside in Minnesota, a criminal conviction history report from the appropriate government agency in the state of residency is also required. The applicant shall provide the criminal conviction history background report for the required individuals as part of its application. The BCA public criminal conviction history report and the response from the superintendent of the BCA must be dated within 24 months of the date of the application.
 - 2. Authorization: At the time of making an initial or renewal license application, the applicant must provide written authorization to the city to investigate all facts set out in the application. The information obtained from the investigation shall be used to assist the Police Chief in making a recommendation as to whether the applicant should be granted a license. The recommendation may be based on any of the following criteria:

- a. Whether the owner or manager subject to the investigation required in city code section 4-13-3, subd. M.1 was convicted of a crime or offense in the last five (5) years involving or directly relating to the business for which a license is sought; or
- b. Whether the owner or manager subject to the investigation required in city code section 4-13-3, subd. M.1 was convicted of a “background check crime” as defined by Minnesota statutes section 299C.67, subdivision 2, or as it may be amended, within the last ten (10) years; or
- c. Whether there is a material misrepresentation in the application.

4-13-4: EXEMPTIONS:

This chapter does not apply to the following:

- A. Hospitals
- B. State licensed residential care facilities
- C. Assisted living facilities
- D. Nursing homes
- E. Hotels or motels
- F. Single-family homes in which an individual owns the single-family home and resides in a portion of the building in which there is a rental dwelling unit and there are a total of no more than 3 persons within the rental dwelling unit that are unrelated to the owner and to each other.
- G. Accessory Dwelling Units pursuant to city code section 10-18-1.
- H. Supervised Student Housing pursuant to city code section 10-14-2.H.

4-13-5: RESPONSIBILITY FOR ACTS OF MANAGER:

Licenses are responsible for the acts or omissions of their managers as it pertains to the rental dwelling.

- A. The licensee must ensure that every rental dwelling and rental dwelling unit is maintained in compliance with all city codes and state laws. A violation of any of the following laws and codes constitutes a public nuisance and is a violation of this chapter:

1. Building code (Title 9, Chapter 1),
2. Zoning code (Title 10),
3. Animal Control (Title 5, Chapter 4),
4. Fire Prevention Code (Title 9, Chapter 2),
5. Property Nuisances (Title 5, Chapter 9),
6. Miscellaneous Offenses (Title 5, Chapter 5),
7. International Property Maintenance Code.

4-13-6: INSPECTIONS:

- A. General rule: For the purpose of safeguarding the health and safety of the general public and of the occupants of all buildings or to determine compliance with the code, an order or a permit or license, the chief building official, housing official, building inspector, code compliance specialist, Fire Department personnel, police officers or their respective representatives or designees (“authorized officer”) may conduct inspections to determine the condition of the buildings and premises located within the city. For the purpose of making the inspection, the authorized officer is authorized to enter, examine and survey the buildings or premises at all reasonable times.
1. Notice: Prior to making the inspection, the authorized officer will inform the occupants of the building or premises to be inspected of the date and time of the inspection by personal service or regular mail postmarked not less than 72 hours prior to the time the inspection is made.
 2. Access: After the written notice has been given, the owner, occupant or manager of the building, must give the authorized officer free access to the building and its premises, for the purpose of the inspection, examination or survey, provided that the inspection, examination or survey must not have for its purpose the harassment of the owner, occupant or manager and the inspection, examination or survey is made so as to cause no unreasonable inconvenience to the owner or occupant.
 3. Emergency access: The authorized officer must be allowed immediate entry:
 - a. At any time when in the opinion of the authorized officer an actual emergency tending to create an immediate danger to public health or safety exists; or
 - b. At any time when the inspection, examination or survey may be requested by the owner, occupant or manager.

- B. Application for search warrant: Upon a refusal of any owner, occupant or manager to permit the authorized officer access to a dwelling, dwelling unit or premises to make an inspection, and upon a belief of probable cause that the dwelling, dwelling unit or premises do not conform to the requirements of this chapter, the authorized officer may make application to the appropriate court for an order or warrant directing the inspection and search of the dwelling, dwelling unit or premises for its conformity to the requirements of this chapter, and any evidence or information from the inspection or search may be used in any court proceedings.
- C. Interference with official duties: It is unlawful for any person to prevent, delay or interfere with representatives of the city while they are engaged in the performance of their duties.

4-13-7: COMPLIANCE ORDERS:

- A. If the City determines that a city code violation has occurred, when appropriate, a compliance order shall be issued to the licensee. The compliance order shall contain the following information:
 - 1. A description or address of the property on which the city code violation has occurred;
 - 2. The nature of the violation, including a reference to the appropriate city code section or state law;
 - 3. A compliance deadline, providing a reasonable time for compliance based on the nature of the violation;
 - 4. A statement that failure to correct the violation may result in the imposition of a criminal citation or denial, suspension or revocation of the license.
- B. Service of Compliance Order: The compliance order shall be served on the licensee by regular or certified mail sent to the last known legal address or by personal service.
- C. If the licensee fails to make corrective actions listed in the compliance order, the housing official may recommend the action to be taken on the license and the appropriate city official may issue a misdemeanor criminal citation.

4-13-8: LICENSE HEARING:

- A. New or Renewal Application Consideration:
 - 1. The city council must take action on each new and renewal license application within a reasonable time following receipt of the recommendation from a city official regarding the application.

2. Procedure: At the city council meeting at which the license application is considered, any person must be provided an opportunity to be heard for or against the license. The city council may then take any of the following actions:
 - a. Approve the license,
 - b. Deny the license,
 - c. Approve the license with reasonable conditions, or
 - d. Continue the license application for additional information.
 3. License with Reasonable Conditions: The city council may add reasonable conditions upon approval of a license, if deemed appropriate.
- B. Denial, Suspension, or Revocation Consideration: At the recommendation of a city official, the city council or its designee may hold a hearing to take action on a rental license to deny, suspend, or revoke a license or to consider other actions against the business. In addition to those grounds enumerated in section 3-2-10 of this code, any license may be denied, suspended, or revoked for one or more of the following reasons:
1. The proposed use does not comply with the Zoning Code.
 2. The proposed use does not comply with a health, building, maintenance, or other provisions of the city code or state law.
 3. The applicant has failed to pay all of the appropriate fees related to the license, or is delinquent on any other city fees.
 4. The applicant has made fraudulent statements, misrepresentations, or false statements in the application or investigation for or in the course of the applicant's business.
 5. Conviction of the owner or manager who is subject to the investigation required in city code section 4-13-3, subd. M.1 of any crime or offense in the previous five (5) years involving or relating to the business that is licensed or the type of licensed activity and failed to show competent evidence of sufficient rehabilitation and present fitness to perform the duties of the business.
 6. Conviction of the owner or manager who is subject to the investigation required in city code section 4-13-3, subd. M.1 of a "background check crime" as defined by Minnesota statutes section 299C.67, subdivision 2, or as it may be amended, within the last ten (10) years.

7. The applicant's rental license in this city or any other city has been denied, revoked, or suspended by this city or any city, the state, or another government unit within the last 5 years.
 8. The applicant has violated city codes for property maintenance or nuisance activities related to rental properties owned or operated in this city or any other city within the last 5 years.
 9. Failure to allow inspections of the licensed premises, for the purpose of ensuring compliance with the law, at any time it is occupied or open for business.
 10. Real estate or personal property taxes on the business premises have become delinquent and the property owner and the applicant are the same person or entity, or have any common ownership between the property owner and the applicant where they are a different person or entity.
 11. Violation of any regulation or provision of the city code or Zoning Ordinance applicable to the activity for which the license has been granted, or any regulation or state law that may be applicable.
 12. The rental activity has been conducted without a license.
 13. Other good cause.
- C. Suspension or Revocation Hearing: A hearing for consideration of suspending or revoking a license will be conducted before the city council or its designee. At the hearing, the licensee has the right to be represented by counsel, the right to respond to the charges, the right to present evidence through witnesses under oath and the right to confront and cross-examine witnesses under oath.
1. Final Decision: Following the hearing, the city council or its designee may take any of the following:
 - a. Take no action on the license;
 - b. Allow the licensed activity to continue but add reasonable conditions to the license;
 - c. Suspend the license;
 - d. Revoke the license.
 2. Findings: Any actions taken following a hearing shall be adopted by resolution with findings and shall be sent to or served upon the licensee. If the license is suspended, the dates of suspension shall be fixed; if the license is revoked, the effective date of the revocation shall be fixed. The decision by the city council or its designee following a hearing is final.

3. Notification to Tenants: Upon suspension or revocation of a license, the city will notify all affected tenants that the license has been revoked or suspended.

4-13-9: SUMMARY ACTION:

- A. Emergency: When the conduct of any owner or owner's agent, representative, employee or lessee, or the condition of the rental dwelling or rental dwelling unit, or the property in or on which it is located, is detrimental to the public health, sanitation, safety and general welfare of the community, or residents of the rental dwelling or rental dwelling unit so as to constitute a nuisance, fire hazard, or other unsafe or dangerous condition and thus give rise to an emergency, the chief building official has the authority to summarily condemn or close individual rental dwelling units or areas of the rental dwelling as the chief building official deems necessary. The chief building official will post the date the rental dwelling or rental dwelling unit shall be vacated and no person shall reside in, occupy or cause to be occupied that rental dwelling or rental dwelling unit until the chief building official permits it.
- B. Notice: No person shall remove the posted notice, other than the chief building official or a designated representative.

4-13-10: NO WARRANTY BY CITY:

By enacting and undertaking to enforce this chapter, neither the city nor its city council, agents or employees warrant or guaranty the safety, fitness or suitability of any rental dwelling or rental dwelling unit in the city. Owners and occupants should take appropriate steps to protect their interests, health, safety and welfare.

4-13-11: VIOLATIONS:

A violation of this chapter is a misdemeanor.

Section Two. License Term. The initial license term for all rental licenses shall begin the date the city identifies in a written notice to rental property owners that such licenses shall be required and shall expire on March 31, 2019. Thereafter, license terms shall be as stated in section 4-13-3 (G).

Section Three. Amendment. Title 3, Chapter 2, Section 5 of the Inver Grove Heights City Code is hereby amended to read as follows:

3-2-5: APPROVAL OR REFUSAL OF LICENSE:

Where the approval of any city officer or state officer or the city council is required prior to the issuance of a license, the approval must be presented to the clerk before the license is issued. No

license may be approved by any city officer or issued by the clerk if it appears that the conduct of the activity for which a license is sought will be contrary to the health, safety or welfare of the public or any regulation, law or ordinance applicable to such activity. The following licenses will not be approved if there are any outstanding debts or delinquencies on taxes or special assessments due to the city:

Automobile sales.

Automobile service stations.

Body art establishments.

Bowling alleys.

Contractors.

Garbage collection.

Liquor sales.

Pawnbrokers and precious metal dealers.

Saunas, massage parlors, escort services and employees.

Therapeutic massage businesses.

Rental licensing.

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

Passed this _____ day of _____, 2016.

George Tourville, Mayor

Attest:

Michelle Tesser, Deputy City Clerk

ORDINANCE NO. _____

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

AN ORDINANCE REGARDING
RENTAL LICENSING

The city council of Inver Grove Heights does ordain:

Section One. Enactment. Title 4, Chapter 13, Sections 1 through 11 are hereby enacted as follows:

RENTAL LICENSE

4-13-1: POLICY; PURPOSE; OBJECTIVE; INTENT:

- A. Policy: It is the policy of the city to enhance the supply of safe, sanitary and adequate structures and living conditions for its citizens and to prevent the deterioration of the existing rental structures in the city.
- B. Purpose: The purpose of this ~~Chapter~~chapter is to carry out the policy stated in subsection A of this ~~Chapter~~chapter by establishing minimum standards and procedures for their enforcement consistent with the right to personal privacy, for the protection of life, limb, health, property, safety and welfare of the general public, and for the owners and occupants of residential rental dwellings.
- C. Objectives: The objectives of this ~~Chapter~~chapter include, but are not limited to, the following:
 - 1. Protection and preservation of the stability and character of residential areas within the city.
 - 2. The prevention and correction of conditions that adversely affect the life, safety, health and general well-being of owners, ~~operators~~managers, and occupants of residential and dwellings in the city.
 - 3. The establishment of minimum standards for light, space, ventilation, cooling, heating, sanitation, protection from the elements, life safety, safety from fire and other hazards, and for the safe and sanitary maintenance necessary to ensure the health and safety of owners, ~~operators~~managers, and occupants of residential dwellings.
 - 4. The establishment of minimum standards for the maintenance of residential-rented single and multi-family dwellings, both owner-occupied and non-owner occupied dwellings.

5. The prevention of blighted and deteriorating structures in the city.
6. The preservation of the value of land and structures in the city.
7. The establishment of minimum standards for the licensing of single- and multi-family owner and non-owner occupied rental dwellings.

D. Intent; Relation to City Code Provisions: The city council intends that the rental licensing code be an integral part of the city's program of health, safety, building and land use regulation. This code is to be construed liberally in conjunction with other provisions of the city code to give effect to the policy, purpose and objectives of this ~~Chapter~~chapter, but is not to be construed to modify, amend or otherwise alter the provisions of the city code relating to health, safety, structure or land use regulation.

E. Adoption of International Property Maintenance Code: Except as modified or amended by the Minnesota State Building Code (or as it may be amended) or by city ordinance, or by this ~~Chapter~~chapter, the International Property Maintenance Code is adopted by reference and is made a part of this code as if fully set out at length. One copy of the International Property Maintenance Code, together with a copy of this ~~code~~chapter, each marked "Official Copy," must be kept on file at city hall and be available for public inspection. The chief building official must keep a reasonable number of additional copies of the International Property Maintenance Code and this ~~code~~chapter available for use and inspection by the public at reasonable times. The following provisions of the International Property Maintenance Code are modified as follows:

1. References to plumbing, mechanical, fire, and electrical codes shall be replaced by current Minnesota State-adopted plumbing, mechanical, fire, and electrical codes.
2. Section 101.2 is replaced as follows: Scope. The provisions of this code shall apply to all residential rental structures and premises and constitute minimum requirements and standards for premises, structures, equipment and facilities for light, ventilation, space, heating, sanitation, protection from the elements, life safety, safety from fire and other hazards, and for safety and sanitary maintenance; for the responsibility of owners, ~~operators~~managers and occupants, for the occupancy of existing structures and premises and for the administration and enforcement of this code.
3. The following sections are deleted: Sections 102.3 (Application of other codes), 103 (Department of Property Maintenance Inspection), 104 (Duties and Powers of the Code Official), 106 (Violations), 107 (Notices and Orders), 109 (Emergency Measures), 110 (Demolition), 111 (Means of Appeal).
4. Section 102.7.1 is replaced as follows: Conflicts. Where conflicts occur between provisions of the International Property Maintenance Code and the Minnesota State Building Code, the provisions of the Minnesota State Building Code shall apply.

5. In Section 202 (General Definitions), the following definitions are deleted: Exterior Property, Garbage, Inoperable Motor Vehicle, Rubbish, Yard.
6. In Section 202 (General Definitions), the following definitions are replaced with the definitions in Section 4-13-2 of this code: Dwelling Unit, Let, Owner, Structure.
7. The following sections are deleted: Sections 302.1 (Sanitation), 302.3 (Sidewalks and Driveways), 302.4 (Weeds), 302.7 (Accessory Structures), 302.8 (Motor Vehicles), 302.9 (Defacement of Property), 303 (Swimming Pools, Spas and Hot Tubs), 304.3 (Exterior Structures – Premises Identification), 304.6 (Exterior Structures – Exterior Walls), 308 (Rubbish and Garbage).

4-13-2: DEFINITIONS:

Except as expressly provided in this ~~codechapter~~, words, terms and phrases used in this ~~Chapter~~ ~~chapter~~ have the meanings given them by the city code. In cases where conflicting definitions of a word, term or phrase make its precise meaning unclear in its application to particular facts, the city administrator is authorized to resolve the definition. For purposes of this ~~Chapter~~ ~~chapter~~ the following terms ~~defined in this Chapterbelow~~ have the meanings given them.

APPLICANT: The owner.

~~BUILDING CODE; ZONING CODE: “Building code” means Title 9 Chapter 1 of the city code; “zoning code” means Title 10 of the city code.~~

~~CHIEF BUILDING OFFICIAL, BUILDING OFFICIAL, OR HOUSING OFFICIAL: The “building official” or “housing official” means t~~The chief building official or designee in the department of community development, building inspection division and other city departments designated by the city administrator to administer this ~~codechapter~~.

CITY CODE: The Inver Grove Heights city code of ordinances.

COMMON AREAS: Halls, lobbies, corridors, passageways, utility rooms, recreational/multiuse rooms, along with facility and yard areas not under the exclusive control of one person or family, in or adjacent to a multiple dwelling.

DWELLING: A building or a portion of a building designed for residential occupancy. The term includes single-family/multi-family dwellings, manufactured homes, hotels, motels and boarding houses.

DWELLING UNIT: A single-family dwelling or a discrete portion of a dwelling or detached structure/garage designed for occupancy by one family.

FAMILY: An individual, or two (2) or more persons related by blood, marriage or adoption, or a group of not more than four (4) persons not so related, living together as a single housekeeping unit using common cooking facilities.

LET: To rent, lease or grant the use and possession of real property whether or not compensation is paid.

MANAGER or PROPERTY MANAGER: An individual who is hired by an owner and who would have the means, within the scope of the individual's duties, to enter rental dwelling units. Manager or property manager includes, but is not limited to employees of the owner, such as office staff or a custodian who would have the means, within the scope of the individual's duties, to enter rental dwelling units.

BCA: Minnesota Bureau of Criminal Apprehension.

MULTI-FAMILY DWELLING: Any residential structure designed to provide occupancy to more than one family unit.

~~OWNER, OWNER-OPERATOR OR OPERATOR~~: Any person, firm or corporation who alone, jointly, or separately with others is in actual possession of or has charge, care or control of a dwelling or dwelling unit or structure in the city as owner, employee or agent of the owner or as trustee or guardian of the estate of the person who is the titleholder, and such person is bound by the provisions of this ~~code~~ chapter to the same extent as the owner. For purposes of this chapter, an owner does not mean a manager.

PROPERTY MAINTENANCE CODE OR INTERNATIONAL PROPERTY MAINTENANCE CODE: The international property maintenance code, 2012 edition, published by the International Conference of building officials.

RENTAL: An owner or non-owner occupied single- or multi-family dwelling or dwelling unit that is let to a party other than the owner of the property or a member of the owner's family.

REPAIR: To restore to a sound, acceptable state of operation, serviceability or appearance.

STRUCTURE: That which is built or constructed, an edifice or building of any kind, or any piece of work artificially built up or composed of parts joined together in some definite manner.

ZONING CODE: Title 10 of the city code.

4-13-3: LICENSE REQUIRED:

- A. General Rule: No person, partnership, business entity, or corporation shall operate a rental dwelling or rental dwelling unit in the city without a license. The licensee shall be the owner.
- B. Application: Application for a license must be made to the city by the owner upon forms provided by the city. After the city has received a completed application, including all

required documentation, the appropriate fees, the license will be submitted to the city council for consideration. Incomplete applications will be rejected by the city and will not be submitted to the city council.

1. Natural Person: If the applicant is a natural person, the applicant ~~may be required to~~must provide the following information:
 - a. Name, place, and date of birth.
 - b. Street resident addresses of where the applicant has lived during the past five years and telephone numbers.
 - c. Whether the applicant is a citizen of the United States or a resident alien.
 - d. Whether the applicant has ever been known by a name other than the applicant's name and, if so, the name or names used and information concerning dates and places used.
 - e. The type, name, and location of every business or occupation in which the applicant has been engaged during the preceding five years and the names and addresses of the applicant's employers and partners, if any, for the preceding five years.
 - f. Whether the applicant has ever been convicted of a felony, gross misdemeanor, misdemeanor, including violations of a municipal ordinance, but excluding minor traffic violations, directly related to the business for which a license is sought. If so, the applicant must furnish information as to the date, time, place of conviction, and nature of the offenses.
 - g. A physical description of the applicant.
 - h. If the applicant does not manage the business, the name of the managers or other persons in charge of the business and all information concerning each of them pursuant to city code section 4-13-3, subd. B(1)(a) through (g).
2. Partnership: If the applicant is a partnership, the applicant ~~may be required to~~must provide the following information.
 - a. The names and addresses of all general and limited partners and all information concerning each general partner pursuant to city code section 4-13-3, subd. B(1)(a) through (g).
 - b. The names of the managing partners and the interest of each partner in the licensed business.

- c. A copy of the partnership agreement: If the partnership is required to file a certificate as to a trade name pursuant to Minnesota ~~Statutes~~statutes, section 333.01, a certified copy of the certificate must be attached to the application.
 - d. The applicant's federal tax identification number and Minnesota employer identification number.
 - e. If the applicant does not manage the business, the name of the managers or other persons in charge of the business and all information concerning each of them pursuant to city code section 4-13-3, subd. B(1)(a) through (g).
3. Corporation: If the applicant is a corporation or other organization, the applicant ~~may be required to~~must provide the following information:
- a. The name of the corporation or business and the state of incorporation.
 - b. A copy of the Articles of Incorporation or Association Agreement. If the applicant is a foreign corporation, a Certificate of Authority as required by Minnesota ~~Statutes~~statutes, section 303.06 must be attached.
 - c. The applicant's federal tax identification number and Minnesota employer identification number.
 - d. The name of the managers or other persons in charge of the business and all information concerning each manager, proprietor, or agent pursuant to city code section 4-13-3, subd. B(1)(a) through (g).
 - e. A list of all persons who control or own an interest in excess of 5% in such organization or business or who are officers of the corporation or business and all information concerning the persons pursuant to city code section 4-13-3, subd. B(1)(a) through (g). This provision, however, does not apply to a corporation whose stock is publicly traded on a stock exchange and the corporation is applying for a license to be owned and operated by it.
4. Additional Information From All Applicants: All applicants must provide the following additional information:
- a. Whether the applicant holds a current business or rental license or has ever held a license from any governmental unit, including the city.
 - b. Whether the applicant has ever had a license in any city or state denied, revoked, or suspended and the reason for the denial, revocation, or suspension.
 - c. The name of the business, if it is to be conducted under a designation, name, or style other than the name of the applicant and a certified copy of the certificate as required by Minnesota ~~Statutes~~statutes, section 333.01.

- d. The legal description of the premises to be licensed.
 - e. If the applicant does not own the business premises, a true and complete copy of the executed lease for the premises.
 - f. Whether all real estate and personal property taxes that are due and payable for the premises have been paid and, if not paid, the years and amounts that are unpaid.
 - g. A written declaration by the applicant, under penalty of perjury, that the information contained in the application is true. If the applicant is a corporation, an officer must sign the written declaration. If the applicant is a partnership, a general partner must sign the written declaration. If the applicant is an unincorporated association, the manager or managing officer must sign the written declaration.
 - h. The criminal history background report required by ~~Section city code section~~ 4-13-3(L), subd. M.
 - i. Such other information as the city may require.
5. Property ~~owner~~-Owner Information:
- a. The name, address, and complete information of the property owner, ~~if the property owner is not the applicant.~~
 - b. The name, address and complete information of at least one officer, manager or director, if the property owner is a business entity.
6. Property Contact Information: For single-family residential dwellings, the license applicant must provide 24-hour contact information for one person in any of the following categories. For all other types of dwellings, the license applicant must provide 24-hour contact information for two people in any of the following categories:
- a. At least one owner of the rental dwelling or rental dwelling unit;
 - b. At least one person, if different from the owner, who is responsible for compliance with this and any other code requirement pertaining to the rental dwelling or rental dwelling unit, such as a property manager, who must reside in the Twin Cities 7-County metropolitan area.
 - c. Any of the owner's agents responsible for management of the rental dwelling or rental dwelling unit, such as a property management company and the name and contact information of a person at the property management company.
 - d. Any vendors and all vendees, if the rental dwelling or rental dwelling unit is being sold pursuant to a contract for deed.

- e. If there is a Home Owner's Association, the name and contact information of two of the officers of the Association.

~~The city must be notified in writing of any changes to the name(s) provided on the application.~~

7. Number and Type of Units: The license application must contain the number of units and types of units (condominium, apartment, townhome, etc.) within the rental dwelling. If the number or types of units change, the licensee must notify the city.

C. Changes on Application. The licensee must notify the city in writing of any changes to the name(s) provided on the application including, but not limited to owners, the property management company, property managers, 24-hour contact information, or agents responsible for management of the rental dwelling or rental dwelling unit. Any changes may result in additional background checks, as required by city code section 4-13-3, subd. M, if deemed necessary by the city.

~~C.D.~~ Fees: Rental dwelling owners shall pay a fee as set by resolution adopted by the city council. The license fee is not refundable.

~~D.E.~~ Insurance Coverage: The applicant must file with the city a Certificate of Insurance from an insurance company duly licensed and qualified to do business in Minnesota, on a form approved by the city.

1. Coverage Requirements. The insurance policy must provide the following coverage in not less than the amounts hereinafter provided:

- a. Comprehensive General Liability:

- 1) Bodily injuries, including death resulting therefrom sustained by any one person - \$100,000 and \$300,000 per any one occurrence;
- 2) Property Damage Liability - \$100,000 per occurrence; and

- b. Worker's Compensation: Coverage as required by Minnesota ~~Statutes~~ statutes, section 176.181, sub~~division~~ 2.

2. Coverage Changes and Cancellation: The applicant may not cancel or change the insurance without 15 days prior written notice to the city by certified mail. The Certification of Insurance must be continuously in effect until 15 days after receipt of the written notice of cancellation or change, provided however, the Certification must not extend for more than two years.

~~E.F.~~ Changes in Ownership: A license is non-transferable. If there is a change in the ownership of the rental dwelling or rental dwelling unit, a new license is required.

F.G. Biennial License: Persons wishing to let rental dwellings or rental dwelling units must make an application to the city on a biennial basis, provide the information required by this ~~Chapter~~ ~~chapter~~ and pay the applicable license fee. The license term shall begin on April 1 and expire two years thereafter on March 31.

G.H. Tenant Register: As a condition of the license, the ~~applicant~~ ~~licensee~~ must, as a continuing obligation, maintain a current register of tenants and other persons who have a lawful right to occupancy of rental dwellings or rental dwelling units. In its application, the applicant must designate the name of the person or persons who will have possession of the register and must promptly notify the city of any change in the identity, address or telephone numbers of such person. The register must be available for inspection by city officials at all times.

H.I. Display of License Certificate: The license certificate must be exhibited in a conspicuous place at or near the entrance to the rental dwelling. One license certificate must be displayed for each building.

I.J. Crime-Free Lease Addendum: As a condition of the license, the ~~applicant~~ ~~licensee~~ must use the Minnesota Crime-Free Lease Addendum or its equivalent, as part of its leases.

J.K. Compliance with Provisions: An existing license will not be issued or renewed unless the rental dwelling unit and its premises conform to this ~~Chapter~~ ~~chapter~~, the ordinances of the city and the laws of the state, unless a license with conditions is approved that allows time for compliance.

K.L. Renewal and Late Fees:

1. An application for license renewal must be filed at least sixty (60) days prior to the license expiration date.
2. An applicant who fails to submit a completed renewal application at least sixty (60) days prior to the expiration date shall pay a late fee equal to 50% of the annual fee, in addition to the annual fee.

L.M. Investigations:

1. In order to protect the general welfare of the public for all applications, ~~a~~ ~~criminal history background reports~~ from the ~~Minnesota Bureau of Criminal Apprehension~~ ~~BCA~~ ~~is~~ ~~are~~ required for ~~the property owners, if the property is owned by individuals, or for all officers, managers, or directors, if the property is owned by a business entity~~ ~~any owner or manager who has or would have the means within the scope of the individual's duties, to enter rental dwelling units. Such individuals include, but are not limited to an owner, property manager or a 24-hour contact person. To satisfy this requirement, an owner may provide a copy of a BCA public criminal conviction history report. To satisfy this requirement, a manager may provide a BCA public criminal conviction history report and~~

a response from the superintendent of the BCA required by Minnesota statutes section 299C.68. If the applicant, owners, officers, managers, or directors individual does not reside in Minnesota, a criminal conviction history report from the appropriate government agency in the state of residency is also required. The applicant shall provide the criminal conviction history background report for the required individuals as part of its application. The BCA public criminal conviction history report and the response from the superintendent of the BCA must be dated within 24 months of the date of the application.

2. Authorization: At the time of making an initial or renewal license application, the applicant must provide written authorization to the city to investigate all facts set out in the application. The information obtained from the investigation shall be used to assist the Police Chief in making a recommendation as to whether the applicant should be granted a license. The recommendation may be based on any of the following criteria:

a. Whether the applicant-owner or manager subject to the investigation required in city code section 4-13-3, subd. M.1 was convicted of a crime or offense in the last five (5) years involving or directly relating to the business for which a license is sought; and/or

a.b. Whether the owner or manager subject to the investigation required in city code section 4-13-3, subd. M.1 was convicted of a "background check crime" as defined by Minnesota statutes section 299C.67, subdivision 2, or as it may be amended, within the last ten (10) years; or

b.c. Whether there is a material misrepresentation in the application.

4-13-4: EXEMPTIONS:

This ~~Chapter~~ chapter does not apply to the following:

- A. Hospitals
- B. State licensed residential care facilities
- C. Assisted living facilities
- D. Nursing homes
- E. Hotels or motels
- F. Single-family homes in which an individual owns the single-family home and resides in a portion of the building in which there is a rental dwelling unit and there are a total of no more than 3 persons within the rental dwelling unit that are unrelated to the owner and to each other.

G. Accessory Dwelling Units pursuant to city code section 10-18-1.

H. Supervised Student Housing pursuant to city code section 10-14-2.H.

4-13-5: RESPONSIBILITY FOR ACTS OF MANAGER:

Licensees are responsible for the acts or omissions of their ~~Managers~~managers as it pertains to the rental dwelling.

A. ~~It is the responsibility of the~~The licensee ~~to~~must ensure that every rental dwelling and rental dwelling unit is maintained in compliance with all city codes and state laws. A violation of any of the following laws and codes constitutes a public nuisance and is a violation of this ~~Chapter~~chapter:

1. Building code (Title 9, Chapter 1),
2. Zoning code (Title 10),
3. Animal Control (Title 5, Chapter 4),
4. Fire Prevention Code (Title 9, Chapter 2),
5. Property Nuisances (Title 5, Chapter 9),
6. Miscellaneous Offenses (Title 5, Chapter 5),
7. International Property Maintenance Code.

4-13-6: INSPECTIONS:

A. General rule: For the purpose of safeguarding the health and safety of the general public and of the occupants of all buildings or to determine compliance with the code, an order or a permit or license, the chief building official, housing official, building inspector, code compliance specialist, Fire Department personnel, police officers or their respective representatives or designees (“authorized officer”) may conduct inspections to determine the condition of the buildings and premises located within the city. For the purpose of making the inspection, the authorized officer is authorized to enter, examine and survey the buildings or premises at all reasonable times.

1. Notice: Prior to making the inspection, the authorized officer will inform the occupants of the building or premises to be inspected of the date and time of the inspection by personal service or regular mail postmarked not less than 72 hours prior to the time the inspection is made.

2. Access: After the written notice has been given, the owner, occupant or ~~operator~~ manager of the building, must give the authorized officer free access to the building and its premises, for the purpose of the inspection, examination or survey, provided that the inspection, examination or survey must not have for its purpose the harassment of the owner, ~~or~~ occupant or manager and the inspection, examination or survey is made so as to cause ~~the least amount of~~ no unreasonable inconvenience to the owner or occupant.
3. Emergency access: The authorized officer must be allowed immediate entry:
 - a. At any time when in the opinion of the authorized officer an actual emergency tending to create an immediate danger to public health ~~and or~~ safety exists; or
 - b. At any time when the inspection, examination or survey may be requested by the owner, ~~or~~ occupant or manager.
- B. Application for search warrant: Upon a refusal of any owner, ~~or~~ occupant or manager to permit the authorized officer access to a dwelling, dwelling unit or premises to make an inspection, and upon a belief of probable cause that the dwelling, dwelling unit or premises do not conform to the requirements of this ~~subchapter~~, the authorized officer may make application to the appropriate court for an order or warrant directing the inspection and search of the dwelling, dwelling unit or premises for its conformity to the requirements of this ~~subchapter~~, and any evidence or information from the inspection or search may be used in any court proceedings.
- C. Interference with official duties: It is unlawful for any person to prevent, delay or interfere with representatives of the city while ~~it is~~ they are engaged in the performance of ~~its~~ their duties.

4-13-7: COMPLIANCE ORDERS:

- A. If the City determines that a city code violation has occurred, when appropriate, a compliance order shall be issued to the ~~owner~~ licensee of the property. The compliance order shall contain the following information:
 1. A description or address of the property on which the city code violation has occurred;
 2. The nature of the violation, including a reference to the appropriate city code section or state law;
 3. A compliance deadline, providing a reasonable time for compliance based on the nature of the violation;
 4. A statement that failure to correct the violation may result in the imposition of a criminal citation or denial, suspension or revocation of the license.

- B. Service of Compliance Order: The compliance order shall be served on the ~~owner~~ licensee by regular or certified mail sent to the last known legal address or by personal service.
- C. If ~~an owner or the owner's agent in charge of a dwelling unit licensed under this Chapter~~ the licensee fails to make corrective actions listed in the compliance order, the housing official may recommend the action to be taken on the license and the appropriate city official may issue a misdemeanor criminal citation.

4-13-8: LICENSE HEARING:

A. New or Renewal Application Consideration:

1. The city council must take action on each new and renewal license application within a reasonable time following receipt of the recommendation from a city official regarding the application.
2. Procedure: At the city council meeting at which the license application is considered, any person must be provided an opportunity to be heard for or against the license. The city council may then take any of the following actions:
 - a. Approve the license,
 - b. Deny the license,
 - c. Approve the license with reasonable conditions, or
 - d. Continue the license application for additional information.
3. License with Reasonable Conditions: The city council may add reasonable conditions upon approval of a license, if deemed appropriate.

B. Denial, Suspension, or Revocation Consideration: At the recommendation of a city official, the ~~Council~~ city council or its designee may hold a hearing to take action on a rental license to deny, suspend, or revoke a license or to consider other actions against the business. In addition to those grounds enumerated in section 3-2-10 of this code, any license may be denied, suspended, or revoked for one or more of the following reasons:

1. The proposed use does not comply with the Zoning Code.
2. The proposed use does not comply with a health, building, maintenance, or other provisions of the city code or state law.
3. The applicant has failed to pay all of the appropriate fees related to the license, or is delinquent on any other city fees.

4. The applicant has made fraudulent statements, misrepresentations, or false statements in the application or investigation for or in the course of the applicant's business.
 5. Conviction of the owner or manager who is subject to the investigation required in city code section 4-13-3, subd. M.1 of any crime or offense in the previous five (5) years involving or relating to the business that is licensed or the type of licensed activity and failed to show competent evidence of sufficient rehabilitation and present fitness to perform the duties of the business.
 6. Conviction of the owner or manager who is subject to the investigation required in city code section 4-13-3, subd. M.1 of a "background check crime" as defined by Minnesota statutes section 299C.67, subdivision 2, or as it may be amended, within the last ten (10) years.
5.
 - ~~6.7.~~ The applicant's rental license in this city or any other city has been denied, revoked, or suspended by this city or any city, the state, or another government unit within the last 5 years.
 - ~~7.8.~~ The applicant has violated city codes for property maintenance or nuisance activities related to rental properties owned or operated in this city or any other city within the last 5 years.
 - ~~8.9.~~ Failure to allow inspections of the licensed premises, for the purpose of ensuring compliance with the law, at any time it is occupied or open for business.
 - ~~9.10.~~ Real estate or personal property taxes on the business premises have become delinquent and the property owner and the applicant are the same person or entity, or have any common ownership between the property owner and the applicant where they are a different person or entity.
 - ~~10.11.~~ Violation of any regulation or provision of the city code or Zoning Ordinance applicable to the activity for which the license has been granted, or any regulation or state law that may be applicable.
 - ~~11. The applicant or licensee has been found guilty of professional misconduct, either criminally or civilly.~~
 12. The rental activity has been conducted without a license.
 13. Other good cause.
- C. Suspension or Revocation Hearing: A hearing for consideration of suspending or revoking a license will be conducted before the city council or its designee. At the hearing, the licensee has the right to be represented by counsel, the right to respond to the charges, the right to

present evidence through witnesses under oath and the right to confront and cross-examine witnesses under oath.

1. Final Decision: Following the hearing, the city council or its designee may take any of the following:
 - a. Take no action on the license;
 - b. Allow the business-licensed activity to continue but add reasonable conditions to the license;
 - c. Suspend the license;
 - d. Revoke the license.
2. Findings: Any actions taken following a hearing shall be adopted by resolution with findings and shall be sent to or served upon the licensee. If the license is suspended, the dates of suspension shall be fixed; if the license is revoked, the effective date of the revocation shall be fixed. The decision by the city council or its designee following a hearing is final.
3. Notification to Tenants: Upon suspension or revocation of a license, the city will notify all affected tenants that the license has been revoked or suspended.

4-13-9: SUMMARY ACTION:

- A. Emergency: When the conduct of any owner or owner's agent, representative, employee or lessee, or the condition of the rental dwelling or rental dwelling unit, or the property in or on which it is located, is detrimental to the public health, sanitation, safety and general welfare of the community, or residents of the rental dwelling or rental dwelling unit so as to constitute a nuisance, fire hazard, or other unsafe or dangerous condition and thus give rise to an emergency, the chief building official has the authority to summarily condemn or close individual rental dwelling units or areas of the rental dwelling as the chief building official deems necessary. The chief building official will post the date the rental dwelling or rental dwelling unit shall be vacated and no person shall reside in, occupy or cause to be occupied that rental dwelling or rental dwelling unit until the chief building official permits it.
- B. Notice: No person shall remove the posted notice, other than the chief building official or a designated representative.

4-13-10: NO WARRANTY BY CITY:

By enacting and undertaking to enforce this Chapterchapter, neither the city nor its Councilcity council, agents or employees warrant or guaranty the safety, fitness or suitability of any rental

dwelling or rental dwelling unit in the city. Owners and occupants should take appropriate steps to protect their interests, health, safety and welfare.

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4-13-11: VIOLATIONS:

A violation of this ~~Chapter~~chapter is a misdemeanor.

Section Two. License Term. The initial license term for all rental licenses shall begin the date the ~~City~~city identifies in a written notice to rental property owners that such licenses shall be required and shall expire on March 31, 2019. Thereafter, license terms shall be as stated in section 4-13-3 (~~FG~~).

Section Three. Amendment. Title 3, Chapter 2, Section 5 of the Inver Grove Heights City Code is hereby amended to read as follows:

3-2-5: APPROVAL OR REFUSAL OF LICENSE:

Where the approval of any city officer or state officer or the city council is required prior to the issuance of a license, the approval must be presented to the clerk before the license is issued. No license may be approved by any city officer or issued by the clerk if it appears that the conduct of the activity for which a license is sought will be contrary to the health, safety or welfare of the public or any regulation, law or ordinance applicable to such activity. The following licenses will not be approved if there are any outstanding debts or delinquencies on taxes or special assessments due to the city:

Automobile sales.

Automobile service stations.

Body art establishments.

Bowling alleys.

Contractors.

Garbage collection.

Liquor sales.

Pawnbrokers and precious metal dealers.

Saunas, massage parlors, escort services and employees.

Therapeutic massage businesses.

Rental licensing.

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

Passed this ____ day of _____, 2016.

George Tourville, Mayor

Attest

Michelle Tesser, Deputy City Clerk

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PREFACE

Introduction

Internationally, code officials recognize the need for a modern, up-to-date property maintenance code governing the maintenance of existing buildings. The *International Property Maintenance Code*[®], in this 2012 edition, is designed to meet this need through model code regulations that contain clear and specific property maintenance requirements with required property improvement provisions.

This 2012 edition is fully compatible with all of the *International Codes*[®] (I-Codes[®]) published by the International Code Council (ICC)[®], including the *International Building Code*[®], *International Energy Conservation Code*[®], *International Existing Building Code*[®], *International Fire Code*[®], *International Fuel Gas Code*[®], *International Green Construction Code*[™] (to be available March 2012), *International Mechanical Code*[®], *ICC Performance Code*[®], *International Plumbing Code*[®], *International Private Sewage Disposal Code*[®], *International Residential Code*[®], *International Swimming Pool and Spa Code*[™] (to be available March 2012), *International Wildland-Urban Interface Code*[®] and *International Zoning Code*[®].

The *International Property Maintenance Code* provisions provide many benefits, among which is the model code development process that offers an international forum for code officials and other interested parties to discuss performance and prescriptive code requirements. This forum provides an excellent arena to debate proposed revisions. This model code also encourages international consistency in the application of provisions.

Development

The first edition of the *International Property Maintenance Code* (1998) was the culmination of an effort initiated in 1996 by a code development committee appointed by ICC and consisting of representatives of the three statutory members of the International Code Council at that time, including: Building Officials and Code Administrators International, Inc. (BOCA), International Conference of Building Officials (ICBO) and Southern Building Code Congress International (SBCCI). The committee drafted a comprehensive set of regulations for existing buildings that was consistent with the existing model property maintenance codes at the time. This 2012 edition presents the code as originally issued, with changes reflected through the previous 2006 editions and further changes developed through the ICC Code Development Process through 2010. A new edition of the code is promulgated every three years.

This code is founded on principles intended to establish provisions consistent with the scope of a property maintenance code that adequately protects public health, safety and welfare; provisions that do not unnecessarily increase construction costs; provisions that do not restrict the use of new materials, products or methods of construction; and provisions that do not give preferential treatment to particular types or classes of materials, products or methods of construction.

Adoption

The *International Property Maintenance Code* is available for adoption and use by jurisdictions internationally. Its use within a governmental jurisdiction is intended to be accomplished through adoption by reference in accordance with proceedings established in the jurisdiction's laws. At the time of adoption, jurisdictions should insert the appropriate information in provisions requiring specific local information, such as the name of the adopting jurisdiction. These locations are shown in bracketed words in small capital letters in the code and in the sample ordinance. The sample adoption ordinance on page xiii addresses several key elements of a code adoption ordinance, including the information required for insertion into the code text.

Maintenance

The *International Property Maintenance Code* is kept up to date through the review of proposed changes submitted by code enforcing officials, industry representatives, design professionals and other interested parties. Proposed changes are carefully considered through an open code development process in which all interested and affected parties may participate.

The contents of this work are subject to change both through the Code Development Cycles and the governmental body that enacts the code into law. For more information regarding the code development process, contact the Codes and Standards Development Department of the International Code Council.

While the development procedure of the *International Property Maintenance Code* ensures the highest degree of care, ICC, its membership and those participating in the development of this code do not accept any liability resulting from compliance or noncompliance with the provisions because ICC does not have the power or authority to police or enforce compliance with the contents of this code. Only the governmental body that enacts the code into law has such authority.

Code Development Committee Responsibilities (Letter Designations in Front of Section Numbers)

In each code development cycle, proposed changes to this code are considered at the Code Development Hearings by the International Property Maintenance/Zoning Code Development Committee, whose action constitutes a recommendation to the voting membership for final action on the proposed changes. Proposed changes to a code section having a number beginning with a letter in brackets are considered by a different code development committee. For example, proposed changes to code sections that have the letter [F] in front of them (e.g., [F] 704.1) are considered by the International Fire Code Development Committee at the Code Development Hearings.

The content of sections in this code that begin with a letter designation is maintained by another code development committee in accordance with the following:

- [A] = Administrative Code Development Committee;
- [F] = International Fire Code Development Committee;
- [P] = International Plumbing Code Development Committee; and
- [B] = International Building Code Development Committee (IBC—Fire Safety, General, Means of Egress or Structural);

Note that, for the development of the 2015 edition of the I-Codes, there will be two groups of code development committees and they will meet in separate years. The groupings are as follows:

Group A Codes (Heard in 2012, Code Change Proposals Deadline: January 3, 2012)	Group B Codes (Heard in 2013, Code Change Proposals Deadline: January 3, 2013)
International Building Code	Administrative Provisions (Chapter 1 all codes except IRC and ICC PC, administrative updates to currently referenced standards, and designated definitions)
International Fuel Gas Code	International Energy Conservation Code
International Mechanical Code	International Existing Building Code
International Plumbing Code	International Fire Code
International Private Sewage Disposal Code	International Green Construction Code
	ICC Performance Code
	International Property Maintenance Code
	International Residential Code
	International Swimming Pool and Spa Code
	International Wildland-Urban Interface Code
	International Zoning Code

Code change proposals submitted for code sections that have a letter designation in front of them will be heard by the respective committee responsible for such code sections. Because different committees will meet in different years, it is possible that some proposals for this code will be heard by a committee in a different year than the year in which the primary committee for this code meets.

For instance, Section 502.1 is designated as the responsibility of the International Plumbing Code Development Committee, along with most of the provisions in Chapter 5. This committee will meet in 2012 to consider all code change proposals to the *International Plumbing Code* and any portions of other codes that it is responsible for, including Section 502.1 and most of the provisions of Chapter 5 (designated with [P] in front of those sections.) Therefore, any proposals to Section 502.1 in Chapter 5 will be needed to be submitted by January 3, 2012, for consideration in 2012 by the International Plumbing Code Committee.

Note that every section of Chapter 1 of this code is designated as the responsibility of the Administrative Code Development Committee, and that committee is part of the Group B portion of the hearings. This committee will hold its code development hearing in 2013 to consider all code change proposals for Chapter 1 of this code and proposals for Chapter 1 of all I-Codes except the *International Residential Code* and *ICC Performance Code*. Therefore, any proposals received for Chapter 1 of this code will be assigned to the Administrative Code Development Committee for consideration in 2013.

It is very important that anyone submitting code change proposals understand which code development committee is responsible for the section of the code that is the subject of the code change proposal. For further information on the code development committee responsibilities, please visit the ICC web site at www.iccsafe.org/scoping.

Marginal Markings

Solid vertical lines in the margins within the body of the code indicate a technical change from the requirements of the previous edition. Deletion indicators in the form of an arrow (➡) are provided in the margin where an entire section, paragraph, exception or table has been deleted or an item in a list of items or a table has been deleted.

Italicized Terms

Selected terms set forth in Chapter 2, Definitions, are italicized where they appear in code text. Such terms are not italicized where the definition set forth in Chapter 2 does not impart the intended meaning in the use of the term. The terms selected have definitions which the user should read carefully to facilitate better understanding of the code.

EFFECTIVE USE OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE

The *International Property Maintenance Code* (IPMC) is a model code that regulates the minimum maintenance requirements for existing buildings.

The IPMC is a maintenance document intended to establish minimum maintenance standards for basic equipment, light, ventilation, heating, sanitation and fire safety. Responsibility is fixed among owners, operators and occupants for code compliance. The IPMC provides for the regulation and safe use of existing structures in the interest of the social and economic welfare of the community.

Arrangement and Format of the 2009 IPMC

Before applying the requirements of the IPMC it is beneficial to understand its arrangement and format. The IPMC, like other codes published by ICC, is arranged and organized to follow sequential steps that generally occur during an inspection. The IPMC is divided into eight different parts:

Chapters	Subjects
1	Administration
2	Definitions
3	General Requirements
4	Light, Ventilation and Occupancy Limitations
5	Plumbing Facilities and Fixture Requirements
6	Mechanical and Electrical Requirements
7	Fire Safety Requirements
8	Referenced Standards

The following is a chapter-by-chapter synopsis of the scope and intent of the provisions of the *International Property Maintenance Code*:

Chapter 1 Scope and Administration. This chapter contains provisions for the application, enforcement and administration of subsequent requirements of the code. In addition to establishing the scope of the code, Chapter 1 identifies which buildings and structures come under its purview. Chapter 1 is largely concerned with maintaining “due process of law” in enforcing the property maintenance criteria contained in the body of the code. Only through careful observation of the administrative provisions can the building official reasonably expect to demonstrate that “equal protection under the law” has been provided.

Chapter 2 Definitions. All terms that are defined in the code are listed alphabetically in Chapter 2. While a defined term may be used in one chapter or another, the meaning provided in Chapter 2 is applicable throughout the code.

Where understanding of a term’s definition is especially key to or necessary for understanding of a particular code provision, the term is shown in italics wherever it appears in the code. This is true only for those terms that have a meaning that is unique to the code. In other words, the generally understood meaning of a term or phrase might not be sufficient or consistent with the meaning prescribed by the code; therefore, it is essential that the code-defined meaning be known.

Guidance regarding tense, gender and plurality of defined terms as well as guidance regarding terms not defined in this code is provided.

Chapter 3 General Requirements. Chapter 3, "General Requirements," is broad in scope. It includes a variety of requirements for the exterior property areas as well as the interior and exterior elements of the structure. This chapter provides requirements that are intended to maintain a minimum level of safety and sanitation for both the general public and the occupants of a structure, and to maintain a building's structural and weather-resistance performance. Chapter 3 provides specific criteria for regulating the installation and maintenance of specific building components; maintenance requirements for vacant structures and land; requirements regulating the safety, sanitation and appearance of the interior and exterior of structures and all exterior property areas; accessory structures; vehicle storage regulations and establishes who is responsible for complying with the chapter's provisions. This chapter also contains the requirements for swimming pools, spas and hot tubs and the requirements for protective barriers and gates in these barriers. Chapter 3 establishes the responsible parties for exterminating insects and rodents, and maintaining sanitary conditions in all types of occupancies.

Chapter 4 Light, Ventilation and Occupancy Limitations. The purpose of Chapter 4 is to set forth these requirements in the code and to establish the minimum environment for occupiable and habitable buildings, by establishing the minimum criteria for light and ventilation and identifies occupancy limitations including minimum room width and area, minimum ceiling height and restrictions to prevent overcrowding. This chapter also provides for alternative arrangements of windows and other devices to comply with the requirements for light and ventilation and prohibits certain room arrangements and occupancy uses.

Chapter 5 Plumbing Facilities and Fixture Requirements. Chapter 5 establishes the minimum criteria for the installation, maintenance and location of plumbing systems and facilities, including the water supply system, water heating appliances, sewage disposal system and related plumbing fixtures.

Sanitary and clean conditions in occupied buildings are dependent upon certain basic plumbing principles, including providing potable water to a building, providing the basic fixtures to effectively utilize that water and properly removing waste from the building. Chapter 5 establishes the minimum criteria to verify that these principles are maintained throughout the life of a building.

Chapter 6 Mechanical and Electrical Requirements. The purpose of Chapter 6 is to establish minimum performance requirements for heating, electrical and mechanical facilities and to establish minimum standards for the safety of these facilities.

This chapter establishes minimum criteria for the installation and maintenance of the following: heating and air-conditioning equipment, appliances and their supporting systems; water-heating equipment, appliances and systems; cooking equipment and appliances; ventilation and exhaust equipment; gas and liquid fuel distribution piping and components; fireplaces and solid fuel-burning appliances; chimneys and vents; electrical services; lighting fixtures; electrical receptacle outlets; electrical distribution system equipment, devices and wiring; and elevators, escalators and dumb-waiters.

Chapter 7 Fire Safety Requirements. The purpose of Chapter 7 is to address those fire hazards that arise as the result of a building's occupancy. It also provides minimum requirements for fire safety issues that are most likely to arise in older buildings.

This chapter contains requirements for means of egress in existing buildings, including path of travel, required egress width, means of egress doors and emergency escape openings.

Chapter 7 establishes the minimum requirements for fire safety facilities and fire protection systems, as these are essential fire safety systems.

Chapter 8 Referenced Standards. The code contains numerous references to standards that are used to regulate materials and methods of construction. Chapter 8 contains a comprehensive list of all standards that are referenced in the code. The standards are part of the code to the extent of the reference to the standard. Compliance with the referenced standard is necessary for compliance with this code. By providing specifically adopted standards, the construction and installation requirements necessary for compliance with the code can be readily determined. The basis for code compliance is, therefore, established and available on an equal basis to the code official, contractor, designer and owner.

Chapter 8 is organized in a manner that makes it easy to locate specific standards. It lists all of the referenced standards, alphabetically, by acronym of the promulgating agency of the standard. Each agency's standards are then listed in either alphabetical or numeric order based upon the standard identification. The list also contains the title of the standard; the edition (date) of the standard referenced; any addenda included as part of the ICC adoption; and the section or sections of this code that reference the standard.

LEGISLATION

The *International Codes* are designed and promulgated to be adopted by reference by legislative action. Jurisdictions wishing to adopt the 2012 *International Property Maintenance Code* as an enforceable regulation governing existing structures and premises should ensure that certain factual information is included in the adopting legislation at the time adoption is being considered by the appropriate governmental body. The following sample adoption legislation addresses several key elements, including the information required for insertion into the code text.

SAMPLE LEGISLATION FOR ADOPTION OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE ORDINANCE NO. _____

A[N] [ORDINANCE/STATUTE/REGULATION] of the [JURISDICTION] adopting the 2012 edition of the *International Property Maintenance Code*, regulating and governing the conditions and maintenance of all property, buildings and structures; by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use; and the condemnation of buildings and structures unfit for human occupancy and use, and the demolition of such existing structures in the [JURISDICTION]; providing for the issuance of permits and collection of fees therefor; repealing [ORDINANCE/STATUTE/REGULATION] No. _____ of the [JURISDICTION] and all other ordinances or parts of laws in conflict therewith.

The [GOVERNING BODY] of the [JURISDICTION] does ordain as follows:

Section 1. That a certain document, three (3) copies of which are on file in the office of the [TITLE OF JURISDICTION'S KEEPER OF RECORDS] of [NAME OF JURISDICTION], being marked and designated as the *International Property Maintenance Code, 2012* edition, as published by the International Code Council, be and is hereby adopted as the Property Maintenance Code of the [JURISDICTION], in the State of [STATE NAME] for regulating and governing the conditions and maintenance of all property, buildings and structures; by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use; and the condemnation of buildings and structures unfit for human occupancy and use, and the demolition of such existing structures as herein provided; providing for the issuance of permits and collection of fees therefor; and each and all of the regulations, provisions, penalties, conditions and terms of said Property Maintenance Code on file in the office of the [JURISDICTION] are hereby referred to, adopted, and made a part hereof, as if fully set out in this legislation, with the additions, insertions, deletions and changes, if any, prescribed in Section 2 of this ordinance.

Section 2. The following sections are hereby revised:

Section 101.1. Insert: [NAME OF JURISDICTION]

Section 103.5. Insert: [APPROPRIATE SCHEDULE]

Section 112.4. Insert: [DOLLAR AMOUNT IN TWO LOCATIONS]

Section 302.4. Insert: [HEIGHT IN INCHES]

Section 304.14. Insert: [DATES IN TWO LOCATIONS]

Section 602.3. Insert: [DATES IN TWO LOCATIONS]

Section 602.4. Insert: [DATES IN TWO LOCATIONS]

Section 3. That [ORDINANCE/STATUTE/REGULATION] No. _____ of [JURISDICTION] entitled [FILL IN HERE THE COMPLETE TITLE OF THE LEGISLATION OR LAWS IN EFFECT AT THE PRESENT TIME SO THAT THEY WILL BE REPEALED BY DEFINITE MENTION] and all other ordinances or parts of laws in conflict herewith are hereby repealed.

Section 4. That if any section, subsection, sentence, clause or phrase of this legislation is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The [GOVERNING BODY] hereby declares that it would have passed this law, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

Section 5. That nothing in this legislation or in the Property Maintenance Code hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired

or existing, under any act or ordinance hereby repealed as cited in Section 3 of this law; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this legislation.

Section 6. That the [JURISDICTION'S KEEPER OF RECORDS] is hereby ordered and directed to cause this legislation to be published. (An additional provision may be required to direct the number of times the legislation is to be published and to specify that it is to be in a newspaper in general circulation. Posting may also be required.)

Section 7. That this law and the rules, regulations, provisions, requirements, orders and matters established and adopted hereby shall take effect and be in full force and effect [TIME PERIOD] from and after the date of its final passage and adoption.

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CHAPTER 1

SCOPE AND ADMINISTRATION

PART 1 — SCOPE AND APPLICATION

SECTION 101 GENERAL

[A] **101.1 Title.** These regulations shall be known as the *International Property Maintenance Code* of [NAME OF JURISDICTION], hereinafter referred to as “this code.”

[A] **101.2 Scope.** The provisions of this code shall apply to all existing residential and nonresidential structures and all existing *premises* and constitute minimum requirements and standards for *premises*, structures, equipment and facilities for light, *ventilation*, space, heating, sanitation, protection from the elements, life safety, safety from fire and other hazards, and for safe and sanitary maintenance; the responsibility of *owners*, *operators* and *occupants*; the *occupancy* of existing structures and *premises*, and for administration, enforcement and penalties.

[A] **101.3 Intent.** This code shall be construed to secure its expressed intent, which is to ensure public health, safety and welfare insofar as they are affected by the continued *occupancy* and maintenance of structures and *premises*. Existing structures and *premises* that do not comply with these provisions shall be altered or repaired to provide a minimum level of health and safety as required herein.

[A] **101.4 Severability.** If a section, subsection, sentence, clause or phrase of this code is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this code.

SECTION 102 APPLICABILITY

[A] **102.1 General.** Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall govern. Where differences occur between provisions of this code and the referenced standards, the provisions of this code shall apply. Where, in a specific case, different sections of this code specify different requirements, the most restrictive shall govern.

[A] **102.2 Maintenance.** Equipment, systems, devices and safeguards required by this code or a previous regulation or code under which the structure or *premises* was constructed, altered or repaired shall be maintained in good working order. No *owner*, *operator* or *occupant* shall cause any service, facility, equipment or utility which is required under this section to be removed from or shut off from or discontinued for any occupied dwelling, except for such temporary interruption as necessary while repairs or alterations are in progress. The requirements of this code are not intended to provide the basis for removal or abrogation of fire protection and safety systems and devices in existing structures. Except as other-

wise specified herein, the *owner* or the *owner's* designated agent shall be responsible for the maintenance of buildings, structures and *premises*.

[A] **102.3 Application of other codes.** Repairs, additions or alterations to a structure, or changes of *occupancy*, shall be done in accordance with the procedures and provisions of the *International Building Code*, *International Energy Conservation Code*, *International Fire Code*, *International Fuel Gas Code*, *International Mechanical Code*, *International Residential Code*, *International Plumbing Code* and NFPA 70. Nothing in this code shall be construed to cancel, modify or set aside any provision of the *International Zoning Code*.

[A] **102.4 Existing remedies.** The provisions in this code shall not be construed to abolish or impair existing remedies of the jurisdiction or its officers or agencies relating to the removal or demolition of any structure which is dangerous, unsafe and insanitary.

[A] **102.5 Workmanship.** Repairs, maintenance work, alterations or installations which are caused directly or indirectly by the enforcement of this code shall be executed and installed in a *workmanlike* manner and installed in accordance with the manufacturer's instructions.

[A] **102.6 Historic buildings.** The provisions of this code shall not be mandatory for existing buildings or structures designated as historic buildings when such buildings or structures are judged by the *code official* to be safe and in the public interest of health, safety and welfare.

[A] **102.7 Referenced codes and standards.** The codes and standards referenced in this code shall be those that are listed in Chapter 8 and considered part of the requirements of this code to the prescribed extent of each such reference and as further regulated in Sections 102.7.1 and 102.7.2.

Exception: Where enforcement of a code provision would violate the conditions of the listing of the equipment or appliance, the conditions of the listing shall apply.

[A] **102.7.1 Conflicts.** Where conflicts occur between provisions of this code and the referenced standards, the provisions of this code shall apply.

[A] **102.7.2 Provisions in referenced codes and standards.** Where the extent of the reference to a referenced code or standard includes subject matter that is within the scope of this code, the provisions of this code, as applicable, shall take precedence over the provisions in the referenced code or standard.

[A] **102.8 Requirements not covered by code.** Requirements necessary for the strength, stability or proper operation of an existing fixture, structure or equipment, or for the public safety, health and general welfare, not specifically covered by this code, shall be determined by the *code official*.

[A] **102.9 Application of references.** References to chapter or section numbers, or to provisions not specifically identi-

SCOPE AND ADMINISTRATION

fied by number, shall be construed to refer to such chapter, section or provision of this code.

[A] **102.10 Other laws.** The provisions of this code shall not be deemed to nullify any provisions of local, state or federal law.

PART 2 — ADMINISTRATION AND ENFORCEMENT

SECTION 103 DEPARTMENT OF PROPERTY MAINTENANCE INSPECTION

[A] **103.1 General.** The department of property maintenance inspection is hereby created and the executive official in charge thereof shall be known as the *code official*.

[A] **103.2 Appointment.** The *code official* shall be appointed by the chief appointing authority of the jurisdiction.

[A] **103.3 Deputies.** In accordance with the prescribed procedures of this jurisdiction and with the concurrence of the appointing authority, the *code official* shall have the authority to appoint a deputy(s). Such employees shall have powers as delegated by the *code official*.

[A] **103.4 Liability.** The *code official*, member of the board of appeals or employee charged with the enforcement of this code, while acting for the jurisdiction, in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall not thereby be rendered liable personally, and is hereby relieved from all personal liability for any damage accruing to persons or property as a result of an act or by reason of an act or omission in the discharge of official duties. Any suit instituted against any officer or employee because of an act performed by that officer or employee in the lawful discharge of duties and under the provisions of this code shall be defended by the legal representative of the jurisdiction until the final termination of the proceedings. The *code official* or any subordinate shall not be liable for costs in an action, suit or proceeding that is instituted in pursuance of the provisions of this code.

[A] **103.5 Fees.** The fees for activities and services performed by the department in carrying out its responsibilities under this code shall be as indicated in the following schedule.

[JURISDICTION TO INSERT APPROPRIATE SCHEDULE.]

SECTION 104 DUTIES AND POWERS OF THE CODE OFFICIAL

[A] **104.1 General.** The *code official* is hereby authorized and directed to enforce the provisions of this code. The *code official* shall have the authority to render interpretations of this code and to adopt policies and procedures in order to clarify the application of its provisions. Such interpretations, policies and procedures shall be in compliance with the intent and purpose of this code. Such policies and procedures shall not have the effect of waiving requirements specifically provided for in this code.

[A] **104.2 Inspections.** The *code official* shall make all of the required inspections, or shall accept reports of inspection by

approved agencies or individuals. All reports of such inspections shall be in writing and be certified by a responsible officer of such *approved* agency or by the responsible individual. The *code official* is authorized to engage such expert opinion as deemed necessary to report upon unusual technical issues that arise, subject to the approval of the appointing authority.

[A] **104.3 Right of entry.** Where it is necessary to make an inspection to enforce the provisions of this code, or whenever the *code official* has reasonable cause to believe that there exists in a *structure* or upon a *premises* a condition in violation of this code, the *code official* is authorized to enter the *structure* or *premises* at reasonable times to inspect or perform the duties imposed by this code, provided that if such *structure* or *premises* is occupied the *code official* shall present credentials to the *occupant* and request entry. If such *structure* or *premises* is unoccupied, the *code official* shall first make a reasonable effort to locate the *owner* or other person having charge or control of the *structure* or *premises* and request entry. If entry is refused, the *code official* shall have recourse to the remedies provided by law to secure entry.

[A] **104.4 Identification.** The *code official* shall carry proper identification when inspecting *structures* or *premises* in the performance of duties under this code.

[A] **104.5 Notices and orders.** The *code official* shall issue all necessary notices or orders to ensure compliance with this code.

[A] **104.6 Department records.** The *code official* shall keep official records of all business and activities of the department specified in the provisions of this code. Such records shall be retained in the official records for the period required for retention of public records.

SECTION 105 APPROVAL

[A] **105.1 Modifications.** Whenever there are practical difficulties involved in carrying out the provisions of this code, the *code official* shall have the authority to grant modifications for individual cases upon application of the *owner* or *owner's* representative, provided the *code official* shall first find that special individual reason makes the strict letter of this code impractical and the modification is in compliance with the intent and purpose of this code and that such modification does not lessen health, life and fire safety requirements. The details of action granting modifications shall be recorded and entered in the department files.

[A] **105.2 Alternative materials, methods and equipment.** The provisions of this code are not intended to prevent the installation of any material or to prohibit any method of construction not specifically prescribed by this code, provided that any such alternative has been *approved*. An alternative material or method of construction shall be *approved* where the *code official* finds that the proposed design is satisfactory and complies with the intent of the provisions of this code, and that the material, method or work offered is, for the purpose intended, at least the equivalent of that prescribed in this code in quality, strength, effectiveness, fire resistance, durability and safety.

[A] **105.3 Required testing.** Whenever there is insufficient evidence of compliance with the provisions of this code, or evidence that a material or method does not conform to the requirements of this code, or in order to substantiate claims for alternative materials or methods, the *code official* shall have the authority to require tests to be made as evidence of compliance at no expense to the jurisdiction.

[A] **105.3.1 Test methods.** Test methods shall be as specified in this code or by other recognized test standards. In the absence of recognized and accepted test methods, the *code official* shall be permitted to approve appropriate testing procedures performed by an *approved* agency.

[A] **105.3.2 Test reports.** Reports of tests shall be retained by the *code official* for the period required for retention of public records.

[A] **105.4 Used material and equipment.** The use of used materials which meet the requirements of this code for new materials is permitted. Materials, equipment and devices shall not be reused unless such elements are in good repair or have been reconditioned and tested when necessary, placed in good and proper working condition and *approved* by the *code official*.

[A] **105.5 Approved materials and equipment.** Materials, equipment and devices *approved* by the *code official* shall be constructed and installed in accordance with such approval.

[A] **105.6 Research reports.** Supporting data, where necessary to assist in the approval of materials or assemblies not specifically provided for in this code, shall consist of valid research reports from *approved* sources.

SECTION 106 VIOLATIONS

[A] **106.1 Unlawful acts.** It shall be unlawful for a person, firm or corporation to be in conflict with or in violation of any of the provisions of this code.

[A] **106.2 Notice of violation.** The *code official* shall serve a notice of violation or order in accordance with Section 107.

[A] **106.3 Prosecution of violation.** Any person failing to comply with a notice of violation or order served in accordance with Section 107 shall be deemed guilty of a misdemeanor or civil infraction as determined by the local municipality, and the violation shall be deemed a *strict liability offense*. If the notice of violation is not complied with, the *code official* shall institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful *occupancy* of the structure in violation of the provisions of this code or of the order or direction made pursuant thereto. Any action taken by the authority having jurisdiction on such *premises* shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate.

[A] **106.4 Violation penalties.** Any person who shall violate a provision of this code, or fail to comply therewith, or with any of the requirements thereof, shall be prosecuted within the limits provided by state or local laws. Each day that a vio-

lation continues after due notice has been served shall be deemed a separate offense.

[A] **106.5 Abatement of violation.** The imposition of the penalties herein prescribed shall not preclude the legal officer of the jurisdiction from instituting appropriate action to restrain, correct or abate a violation, or to prevent illegal *occupancy* of a building, structure or *premises*, or to stop an illegal act, conduct, business or utilization of the building, structure or *premises*.

SECTION 107 NOTICES AND ORDERS

[A] **107.1 Notice to person responsible.** Whenever the *code official* determines that there has been a violation of this code or has grounds to believe that a violation has occurred, notice shall be given in the manner prescribed in Sections 107.2 and 107.3 to the person responsible for the violation as specified in this code. Notices for condemnation procedures shall also comply with Section 108.3.

[A] **107.2 Form.** Such notice prescribed in Section 107.1 shall be in accordance with all of the following:

1. Be in writing.
2. Include a description of the real estate sufficient for identification.
3. Include a statement of the violation or violations and why the notice is being issued.
4. Include a correction order allowing a reasonable time to make the repairs and improvements required to bring the *dwelling unit* or structure into compliance with the provisions of this code.
5. Inform the property *owner* of the right to appeal.
6. Include a statement of the right to file a lien in accordance with Section 106.3.

[A] **107.3 Method of service.** Such notice shall be deemed to be properly served if a copy thereof is:

1. Delivered personally;
2. Sent by certified or first-class mail addressed to the last known address; or
3. If the notice is returned showing that the letter was not delivered, a copy thereof shall be posted in a conspicuous place in or about the structure affected by such notice.

[A] **107.4 Unauthorized tampering.** Signs, tags or seals posted or affixed by the *code official* shall not be mutilated, destroyed or tampered with, or removed without authorization from the *code official*.

[A] **107.5 Penalties.** Penalties for noncompliance with orders and notices shall be as set forth in Section 106.4.

[A] **107.6 Transfer of ownership.** It shall be unlawful for the *owner* of any *dwelling unit* or structure who has received a compliance order or upon whom a notice of violation has been served to sell, transfer, mortgage, lease or otherwise dispose of such *dwelling unit* or structure to another until the

provisions of the compliance order or notice of violation have been complied with, or until such *owner* shall first furnish the grantee, transferee, mortgagee or lessee a true copy of any compliance order or notice of violation issued by the *code official* and shall furnish to the *code official* a signed and notarized statement from the grantee, transferee, mortgagee or lessee, acknowledging the receipt of such compliance order or notice of violation and fully accepting the responsibility without condition for making the corrections or repairs required by such compliance order or notice of violation.

SECTION 108 UNSAFE STRUCTURES AND EQUIPMENT

[A] **108.1 General.** When a structure or equipment is found by the *code official* to be unsafe, or when a structure is found unfit for human *occupancy*, or is found unlawful, such structure shall be *condemned* pursuant to the provisions of this code.

[A] **108.1.1 Unsafe structures.** An unsafe structure is one that is found to be dangerous to the life, health, property or safety of the public or the *occupants* of the structure by not providing minimum safeguards to protect or warn *occupants* in the event of fire, or because such structure contains unsafe equipment or is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible.

[A] **108.1.2 Unsafe equipment.** Unsafe equipment includes any boiler, heating equipment, elevator, moving stairway, electrical wiring or device, flammable liquid containers or other equipment on the *premises* or within the structure which is in such disrepair or condition that such equipment is a hazard to life, health, property or safety of the public or *occupants* of the *premises* or structure.

[A] **108.1.3 Structure unfit for human occupancy.** A structure is unfit for human *occupancy* whenever the *code official* finds that such structure is unsafe, unlawful or, because of the degree to which the structure is in disrepair or lacks maintenance, is insanitary, vermin or rat infested, contains filth and contamination, or lacks *ventilation*, illumination, sanitary or heating facilities or other essential equipment required by this code, or because the location of the structure constitutes a hazard to the *occupants* of the structure or to the public.

[A] **108.1.4 Unlawful structure.** An unlawful structure is one found in whole or in part to be occupied by more persons than permitted under this code, or was erected, altered or occupied contrary to law.

[A] **108.1.5 Dangerous structure or premises.** For the purpose of this code, any structure or *premises* that has any or all of the conditions or defects described below shall be considered dangerous:

1. Any door, aisle, passageway, stairway, exit or other means of egress that does not conform to the *approved* building or fire code of the jurisdiction

as related to the requirements for existing buildings.

2. The walking surface of any aisle, passageway, stairway, exit or other means of egress is so warped, worn loose, torn or otherwise unsafe as to not provide safe and adequate means of egress.
3. Any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, *deterioration*, *neglect*, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become *detached* or dislodged.
4. Any portion of a building, or any member, appurtenance or ornamentation on the exterior thereof that is not of sufficient strength or stability, or is not so *anchored*, attached or fastened in place so as to be capable of resisting natural or artificial loads of one and one-half the original designed value.
5. The building or structure, or part of the building or structure, because of dilapidation, *deterioration*, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way.
6. The building or structure, or any portion thereof, is clearly unsafe for its use and *occupancy*.
7. The building or structure is *neglected*, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act.
8. Any building or structure has been constructed, exists or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by the *approved* building or fire code of the jurisdiction, or of any law or ordinance to such an extent as to present either a substantial risk of fire, building collapse or any other threat to life and safety.
9. A building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, *ventilation*, mechanical or plumbing system, or otherwise, is determined by the *code official* to be insanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease.
10. Any building or structure, because of a lack of sufficient or proper fire-resistance-rated construction, fire protection systems, electrical system, fuel con-

nections, mechanical system, plumbing system or other cause, is determined by the *code official* to be a threat to life or health.

11. Any portion of a building remains on a site after the demolition or destruction of the building or structure or whenever any building or structure is abandoned so as to constitute such building or portion thereof as an attractive nuisance or hazard to the public.

[A] **108.2 Closing of vacant structures.** If the structure is vacant and unfit for human habitation and *occupancy*, and is not in danger of structural collapse, the *code official* is authorized to post a placard of condemnation on the *premises* and order the structure closed up so as not to be an attractive nuisance. Upon failure of the *owner* to close up the *premises* within the time specified in the order, the *code official* shall cause the *premises* to be closed and secured through any available public agency or by contract or arrangement by private persons and the cost thereof shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate and may be collected by any other legal resource.

[A] **108.2.1 Authority to disconnect service utilities.**

The *code official* shall have the authority to authorize disconnection of utility service to the building, structure or system regulated by this code and the referenced codes and standards set forth in Section 102.7 in case of emergency where necessary to eliminate an immediate hazard to life or property or when such utility connection has been made without approval. The *code official* shall notify the serving utility and, whenever possible, the *owner* and *occupant* of the building, structure or service system of the decision to disconnect prior to taking such action. If not notified prior to disconnection the *owner* or *occupant* of the building structure or service system shall be notified in writing as soon as practical thereafter.

[A] **108.3 Notice.** Whenever the *code official* has *condemned* a structure or equipment under the provisions of this section, notice shall be posted in a conspicuous place in or about the structure affected by such notice and served on the *owner* or the person or persons responsible for the structure or equipment in accordance with Section 107.3. If the notice pertains to equipment, it shall also be placed on the *condemned* equipment. The notice shall be in the form prescribed in Section 107.2.

[A] **108.4 Placarding.** Upon failure of the *owner* or person responsible to comply with the notice provisions within the time given, the *code official* shall post on the *premises* or on defective equipment a placard bearing the word "Condemned" and a statement of the penalties provided for occupying the *premises*, operating the equipment or removing the placard.

[A] **108.4.1 Placard removal.** The *code official* shall remove the condemnation placard whenever the defect or defects upon which the condemnation and placarding action were based have been eliminated. Any person who

defaces or removes a condemnation placard without the approval of the *code official* shall be subject to the penalties provided by this code.

[A] **108.5 Prohibited occupancy.** Any occupied structure *condemned* and placarded by the *code official* shall be vacated as ordered by the *code official*. Any person who shall occupy a placarded *premises* or shall operate placarded equipment, and any *owner* or any person responsible for the *premises* who shall let anyone occupy a placarded *premises* or operate placarded equipment shall be liable for the penalties provided by this code.

[A] **108.6 Abatement methods.** The *owner*, *operator* or *occupant* of a building, *premises* or equipment deemed unsafe by the *code official* shall abate or cause to be abated or corrected such unsafe conditions either by repair, rehabilitation, demolition or other *approved* corrective action.

[A] **108.7 Record.** The *code official* shall cause a report to be filed on an unsafe condition. The report shall state the *occupancy* of the structure and the nature of the unsafe condition.

SECTION 109 EMERGENCY MEASURES

[A] **109.1 Imminent danger.** When, in the opinion of the *code official*, there is *imminent danger* of failure or collapse of a building or structure which endangers life, or when any structure or part of a structure has fallen and life is endangered by the occupation of the structure, or when there is actual or potential danger to the building *occupants* or those in the proximity of any structure because of explosives, explosive fumes or vapors or the presence of toxic fumes, gases or materials, or operation of defective or dangerous equipment, the *code official* is hereby authorized and empowered to order and require the *occupants* to vacate the *premises* forthwith. The *code official* shall cause to be posted at each entrance to such structure a notice reading as follows: "This Structure Is Unsafe and Its Occupancy Has Been Prohibited by the Code Official." It shall be unlawful for any person to enter such structure except for the purpose of securing the structure, making the required repairs, removing the hazardous condition or of demolishing the same.

[A] **109.2 Temporary safeguards.** Notwithstanding other provisions of this code, whenever, in the opinion of the *code official*, there is *imminent danger* due to an unsafe condition, the *code official* shall order the necessary work to be done, including the boarding up of openings, to render such structure temporarily safe whether or not the legal procedure herein described has been instituted; and shall cause such other action to be taken as the *code official* deems necessary to meet such emergency.

[A] **109.3 Closing streets.** When necessary for public safety, the *code official* shall temporarily close structures and close, or order the authority having jurisdiction to close, sidewalks, streets, *public ways* and places adjacent to unsafe structures, and prohibit the same from being utilized.

[A] **109.4 Emergency repairs.** For the purposes of this section, the *code official* shall employ the necessary labor and materials to perform the required work as expeditiously as possible.

[A] **109.5 Costs of emergency repairs.** Costs incurred in the performance of emergency work shall be paid by the jurisdiction. The legal counsel of the jurisdiction shall institute appropriate action against the *owner* of the *premises* where the unsafe structure is or was located for the recovery of such costs.

[A] **109.6 Hearing.** Any person ordered to take emergency measures shall comply with such order forthwith. Any affected person shall thereafter, upon petition directed to the appeals board, be afforded a hearing as described in this code.

SECTION 110 DEMOLITION

[A] **110.1 General.** The *code official* shall order the *owner* of any *premises* upon which is located any structure, which in the *code official* judgment after review is so deteriorated or dilapidated or has become so out of repair as to be dangerous, unsafe, insanitary or otherwise unfit for human habitation or occupancy, and such that it is unreasonable to repair the structure, to demolish and remove such structure; or if such structure is capable of being made safe by repairs, to repair and make safe and sanitary, or to board up and hold for future repair or to demolish and remove at the *owner's* option; or where there has been a cessation of normal construction of any structure for a period of more than two years, the *code official* shall order the *owner* to demolish and remove such structure, or board up until future repair. Boarding the building up for future repair shall not extend beyond one year, unless *approved* by the building official.

[A] **110.2 Notices and orders.** All notices and orders shall comply with Section 107.

[A] **110.3 Failure to comply.** If the *owner* of a *premises* fails to comply with a demolition order within the time prescribed, the *code official* shall cause the structure to be demolished and removed, either through an available public agency or by contract or arrangement with private persons, and the cost of such demolition and removal shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate.

[A] **110.4 Salvage materials.** When any structure has been ordered demolished and removed, the governing body or other designated officer under said contract or arrangement aforesaid shall have the right to sell the salvage and valuable materials at the highest price obtainable. The net proceeds of such sale, after deducting the expenses of such demolition and removal, shall be promptly remitted with a report of such sale or transaction, including the items of expense and the amounts deducted, for the person who is entitled thereto, subject to any order of a court. If such a surplus does not remain to be turned over, the report shall so state.

SECTION 111 MEANS OF APPEAL

[A] **111.1 Application for appeal.** Any person directly affected by a decision of the *code official* or a notice or order issued under this code shall have the right to appeal to the board of appeals, provided that a written application for appeal is filed within 20 days after the day the decision, notice or order was served. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or the requirements of this code are adequately satisfied by other means.

[A] **111.2 Membership of board.** The board of appeals shall consist of a minimum of three members who are qualified by experience and training to pass on matters pertaining to property maintenance and who are not employees of the jurisdiction. The *code official* shall be an ex-officio member but shall have no vote on any matter before the board. The board shall be appointed by the chief appointing authority, and shall serve staggered and overlapping terms.

[A] **111.2.1 Alternate members.** The chief appointing authority shall appoint a minimum of two alternate members who shall be called by the board chairman to hear appeals during the absence or disqualification of a member. Alternate members shall possess the qualifications required for board membership.

[A] **111.2.2 Chairman.** The board shall annually select one of its members to serve as chairman.

[A] **111.2.3 Disqualification of member.** A member shall not hear an appeal in which that member has a personal, professional or financial interest.

[A] **111.2.4 Secretary.** The chief administrative officer shall designate a qualified person to serve as secretary to the board. The secretary shall file a detailed record of all proceedings in the office of the chief administrative officer.

[A] **111.2.5 Compensation of members.** Compensation of members shall be determined by law.

[A] **111.3 Notice of meeting.** The board shall meet upon notice from the chairman, within 20 days of the filing of an appeal, or at stated periodic meetings.

[A] **111.4 Open hearing.** All hearings before the board shall be open to the public. The appellant, the appellant's representative, the *code official* and any person whose interests are affected shall be given an opportunity to be heard. A quorum shall consist of a minimum of two-thirds of the board membership.

[A] **111.4.1 Procedure.** The board shall adopt and make available to the public through the secretary procedures under which a hearing will be conducted. The procedures shall not require compliance with strict rules of evidence, but shall mandate that only relevant information be received.

[A] **111.5 Postponed hearing.** When the full board is not present to hear an appeal, either the appellant or the appellant's representative shall have the right to request a postponement of the hearing.

[A] **111.6 Board decision.** The board shall modify or reverse the decision of the *code official* only by a concurring vote of a majority of the total number of appointed board members.

[A] **111.6.1 Records and copies.** The decision of the board shall be recorded. Copies shall be furnished to the appellant and to the *code official*.

[A] **111.6.2 Administration.** The *code official* shall take immediate action in accordance with the decision of the board.

[A] **111.7 Court review.** Any person, whether or not a previous party of the appeal, shall have the right to apply to the appropriate court for a writ of certiorari to correct errors of law. Application for review shall be made in the manner and time required by law following the filing of the decision in the office of the chief administrative officer.

[A] **111.8 Stays of enforcement.** Appeals of notice and orders (other than *Imminent Danger* notices) shall stay the enforcement of the notice and order until the appeal is heard by the appeals board.

SECTION 112 STOP WORK ORDER

[A] **112.1 Authority.** Whenever the *code official* finds any work regulated by this code being performed in a manner contrary to the provisions of this code or in a dangerous or unsafe manner, the *code official* is authorized to issue a stop work order.

[A] **112.2 Issuance.** A stop work order shall be in writing and shall be given to the *owner* of the property, to the *owner's* agent, or to the person doing the work. Upon issuance of a stop work order, the cited work shall immediately cease. The stop work order shall state the reason for the order and the conditions under which the cited work is authorized to resume.

[A] **112.3 Emergencies.** Where an emergency exists, the *code official* shall not be required to give a written notice prior to stopping the work.

[A] **112.4 Failure to comply.** Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to a fine of not less than [AMOUNT] dollars or more than [AMOUNT] dollars.

CHAPTER 2

DEFINITIONS

SECTION 201 GENERAL

201.1 Scope. Unless otherwise expressly stated, the following terms shall, for the purposes of this code, have the meanings shown in this chapter.

201.2 Interchangeability. Words stated in the present tense include the future; words stated in the masculine gender include the feminine and neuter; the singular number includes the plural and the plural, the singular.

201.3 Terms defined in other codes. Where terms are not defined in this code and are defined in the *International Building Code*, *International Existing Building Code*, *International Fire Code*, *International Fuel Gas Code*, *International Mechanical Code*, *International Plumbing Code*, *International Residential Code*, *International Zoning Code* or NFPA 70, such terms shall have the meanings ascribed to them as stated in those codes.

201.4 Terms not defined. Where terms are not defined through the methods authorized by this section, such terms shall have ordinarily accepted meanings such as the context implies.

201.5 Parts. Whenever the words “dwelling unit,” “dwelling,” “premises,” “building,” “rooming house,” “rooming unit,” “housekeeping unit” or “story” are stated in this code, they shall be construed as though they were followed by the words “or any part thereof.”

SECTION 202 GENERAL DEFINITIONS

ANCHORED. Secured in a manner that provides positive connection.

[A] APPROVED. *Approved* by the code official.

BASEMENT. That portion of a building which is partly or completely below grade.

BATHROOM. A room containing plumbing fixtures including a bathtub or shower.

BEDROOM. Any room or space used or intended to be used for sleeping purposes in either a dwelling or *sleeping unit*.

[A] CODE OFFICIAL. The official who is charged with the administration and enforcement of this code, or any duly authorized representative.

CONDEMN. To adjudge unfit for *occupancy*.

DETACHED. When a structural element is physically disconnected from another and that connection is necessary to provide a positive connection.

DETERIORATION. To weaken, disintegrate, corrode, rust or decay and lose effectiveness.

[B] DWELLING UNIT. A single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.

[Z] EASEMENT. That portion of land or property reserved for present or future use by a person or agency other than the legal fee *owner(s)* of the property. The *easement* shall be permitted to be for use under, on or above a said lot or lots.

EQUIPMENT SUPPORT. Those structural members or assemblies of members or manufactured elements, including braces, frames, lugs, snuggers, hangers or saddles, that transmit gravity load, lateral load and operating load between the equipment and the structure.

EXTERIOR PROPERTY. The open space on the *premises* and on adjoining property under the control of *owners* or *operators* of such *premises*.

GARBAGE. The animal or vegetable waste resulting from the handling, preparation, cooking and consumption of food.

[B] GUARD. A building component or a system of building components located at or near the open sides of elevated walking surfaces that minimizes the possibility of a fall from the walking surface to a lower level.

[B] HABITABLE SPACE. Space in a structure for living, sleeping, eating or cooking. *Bathrooms*, *toilet rooms*, closets, halls, storage or utility spaces, and similar areas are not considered *habitable spaces*.

HOUSEKEEPING UNIT. A room or group of rooms forming a single *habitable space* equipped and intended to be used for living, sleeping, cooking and eating which does not contain, within such a unit, a toilet, lavatory and bathtub or shower.

IMMINENT DANGER. A condition which could cause serious or life-threatening injury or death at any time.

INFESTATION. The presence, within or contiguous to, a structure or *premises* of insects, rats, vermin or other pests.

INOPERABLE MOTOR VEHICLE. A vehicle which cannot be driven upon the public streets for reason including but not limited to being unlicensed, wrecked, abandoned, in a state of disrepair, or incapable of being moved under its own power.

[A] LABELED. Equipment, materials or products to which have been affixed a label, seal, symbol or other identifying mark of a nationally recognized testing laboratory, inspection agency or other organization concerned with product evaluation that maintains periodic inspection of the production of the above-*labeled* items and whose labeling indicates either that the equipment, material or product meets identified standards or has been tested and found suitable for a specified purpose.

DEFINITIONS

LET FOR OCCUPANCY or LET. To permit, provide or offer possession or *occupancy* of a dwelling, *dwelling unit*, *rooming unit*, building, premise or structure by a person who is or is not the legal *owner* of record thereof, pursuant to a written or unwritten lease, agreement or license, or pursuant to a recorded or unrecorded agreement of contract for the sale of land.

NEGLECT. The lack of proper maintenance for a building or *structure*.

[A] OCCUPANCY. The purpose for which a building or portion thereof is utilized or occupied.

OCCUPANT. Any individual living or sleeping in a building, or having possession of a space within a building.

OPENABLE AREA. That part of a window, skylight or door which is available for unobstructed *ventilation* and which opens directly to the outdoors.

OPERATOR. Any person who has charge, care or control of a structure or *premises* which is let or offered for *occupancy*.

[A] OWNER. Any person, agent, *operator*, firm or corporation having a legal or equitable interest in the property; or recorded in the official records of the state, county or municipality as holding title to the property; or otherwise having control of the property, including the guardian of the estate of any such person, and the executor or administrator of the estate of such person if ordered to take possession of real property by a court.

PERSON. An individual, corporation, partnership or any other group acting as a unit.

PEST ELIMINATION. The control and elimination of insects, rodents or other pests by eliminating their harborage places; by removing or making inaccessible materials that serve as their food or water; by other *approved pest elimination* methods.

[A] PREMISES. A lot, plot or parcel of land, *easement* or *public way*, including any structures thereon.

[A] PUBLIC WAY. Any street, alley or similar parcel of land essentially unobstructed from the ground to the sky, which is deeded, dedicated or otherwise permanently appropriated to the public for public use.

ROOMING HOUSE. A building arranged or occupied for lodging, with or without meals, for compensation and not occupied as a one- or two-family dwelling.

ROOMING UNIT. Any room or group of rooms forming a single habitable unit occupied or intended to be occupied for sleeping or living, but not for cooking purposes.

RUBBISH. Combustible and noncombustible waste materials, except garbage; the term shall include the residue from the burning of wood, coal, coke and other combustible materials, paper, rags, cartons, boxes, wood, excelsior, rubber, leather, tree branches, *yard* trimmings, tin cans, metals, mineral matter, glass, crockery and dust and other similar materials.

[B] SLEEPING UNIT. A room or space in which people sleep, which can also include permanent provisions for liv-

ing, eating and either sanitation or kitchen facilities, but not both. Such rooms and spaces that are also part of a *dwelling unit* are not *sleeping units*.

STRICT LIABILITY OFFENSE. An offense in which the prosecution in a legal proceeding is not required to prove criminal intent as a part of its case. It is enough to prove that the defendant either did an act which was prohibited, or failed to do an act which the defendant was legally required to do.

[A] STRUCTURE. That which is built or constructed or a portion thereof.

TENANT. A person, corporation, partnership or group, whether or not the legal *owner* of record, occupying a building or portion thereof as a unit.

TOILET ROOM. A room containing a water closet or urinal but not a bathtub or shower.

ULTIMATE DEFORMATION. The deformation at which failure occurs and which shall be deemed to occur if the sustainable load reduces to 80 percent or less of the maximum strength.

[M] VENTILATION. The natural or mechanical process of supplying conditioned or unconditioned air to, or removing such air from, any space.

WORKMANLIKE. Executed in a skilled manner; e.g., generally plumb, level, square, in line, undamaged and without marring adjacent work.

[Z] YARD. An open space on the same lot with a structure.

CHAPTER 3

GENERAL REQUIREMENTS

SECTION 301 GENERAL

301.1 Scope. The provisions of this chapter shall govern the minimum conditions and the responsibilities of persons for maintenance of structures, equipment and *exterior property*.

301.2 Responsibility. The *owner* of the *premises* shall maintain the structures and *exterior property* in compliance with these requirements, except as otherwise provided for in this code. A person shall not occupy as owner-occupant or permit another person to occupy *premises* which are not in a sanitary and safe condition and which do not comply with the requirements of this chapter. *Occupants* of a *dwelling unit*, *rooming unit* or *housekeeping unit* are responsible for keeping in a clean, sanitary and safe condition that part of the *dwelling unit*, *rooming unit*, *housekeeping unit* or *premises* which they occupy and control.

301.3 Vacant structures and land. All vacant structures and *premises* thereof or vacant land shall be maintained in a clean, safe, secure and sanitary condition as provided herein so as not to cause a blighting problem or adversely affect the public health or safety.

SECTION 302 EXTERIOR PROPERTY AREAS

302.1 Sanitation. All *exterior property* and *premises* shall be maintained in a clean, safe and sanitary condition. The *occupant* shall keep that part of the *exterior property* which such *occupant* occupies or controls in a clean and sanitary condition.

302.2 Grading and drainage. All *premises* shall be graded and maintained to prevent the erosion of soil and to prevent the accumulation of stagnant water thereon, or within any structure located thereon.

Exception: *Approved* retention areas and reservoirs.

302.3 Sidewalks and driveways. All sidewalks, walkways, stairs, driveways, parking spaces and similar areas shall be kept in a proper state of repair, and maintained free from hazardous conditions.

302.4 Weeds. All *premises* and *exterior property* shall be maintained free from weeds or plant growth in excess of [JURISDICTION TO INSERT HEIGHT IN INCHES]. All noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens.

Upon failure of the *owner* or agent having charge of a property to cut and destroy weeds after service of a notice of violation, they shall be subject to prosecution in accordance with Section 106.3 and as prescribed by the authority having jurisdiction. Upon failure to comply with the notice of viola-

tion, any duly authorized employee of the jurisdiction or contractor hired by the jurisdiction shall be authorized to enter upon the property in violation and cut and destroy the weeds growing thereon, and the costs of such removal shall be paid by the *owner* or agent responsible for the property.

302.5 Rodent harborage. All structures and *exterior property* shall be kept free from rodent harborage and *infestation*. Where rodents are found, they shall be promptly exterminated by *approved* processes which will not be injurious to human health. After pest elimination, proper precautions shall be taken to eliminate rodent harborage and prevent reinfestation.

302.6 Exhaust vents. Pipes, ducts, conductors, fans or blowers shall not discharge gases, steam, vapor, hot air, grease, smoke, odors or other gaseous or particulate wastes directly upon abutting or adjacent public or private property or that of another *tenant*.

302.7 Accessory structures. All accessory structures, including *detached* garages, fences and walls, shall be maintained structurally sound and in good repair.

302.8 Motor vehicles. Except as provided for in other regulations, no inoperative or unlicensed motor vehicle shall be parked, kept or stored on any *premises*, and no vehicle shall at any time be in a state of major disassembly, disrepair, or in the process of being stripped or dismantled. Painting of vehicles is prohibited unless conducted inside an *approved* spray booth.

Exception: A vehicle of any type is permitted to undergo major overhaul, including body work, provided that such work is performed inside a structure or similarly enclosed area designed and *approved* for such purposes.

302.9 Defacement of property. No person shall willfully or wantonly damage, mutilate or deface any exterior surface of any structure or building on any private or public property by placing thereon any marking, carving or graffiti.

It shall be the responsibility of the *owner* to restore said surface to an *approved* state of maintenance and repair.

SECTION 303 SWIMMING POOLS, SPAS AND HOT TUBS

303.1 Swimming pools. Swimming pools shall be maintained in a clean and sanitary condition, and in good repair.

303.2 Enclosures. Private swimming pools, hot tubs and spas, containing water more than 24 inches (610 mm) in depth shall be completely surrounded by a fence or barrier at least 48 inches (1219 mm) in height above the finished ground level measured on the side of the barrier away from the pool. Gates and doors in such barriers shall be self-closing and self-latching. Where the self-latching device is a minimum of 54 inches (1372 mm) above the bottom of the gate,

GENERAL REQUIREMENTS

the release mechanism shall be located on the pool side of the gate. Self-closing and self-latching gates shall be maintained such that the gate will positively close and latch when released from an open position of 6 inches (152 mm) from the gatepost. No existing pool enclosure shall be removed, replaced or changed in a manner that reduces its effectiveness as a safety barrier.

Exception: Spas or hot tubs with a safety cover that complies with ASTM F 1346 shall be exempt from the provisions of this section.

SECTION 304 EXTERIOR STRUCTURE

304.1 General. The exterior of a structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare.

304.1.1 Unsafe conditions. The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the *International Building Code* or the *International Existing Building Code* as required for existing buildings:

1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength;
2. The *anchorage* of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects;
3. Structures or components thereof that have reached their limit state;
4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight;
5. Structural members that have evidence of *deterioration* or that are not capable of safely supporting all nominal loads and load effects;
6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly *anchored* or are not capable of supporting all nominal loads and resisting all load effects;
7. Exterior walls that are not *anchored* to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly *anchored* or are not capable of supporting all nominal loads and resisting all load effects;
8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of *deterioration*, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects;

9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of *deterioration* or fatigue, are not properly *anchored* or are incapable of supporting all nominal loads and resisting all load effects;
10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects;
11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly *anchored* or that are *anchored* with connections not capable of supporting all nominal loads and resisting all load effects;
12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including *guards* and handrails, are not structurally sound, not properly *anchored* or that are *anchored* with connections not capable of supporting all nominal loads and resisting all load effects; or
13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly *anchored*, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

Exceptions:

1. When substantiated otherwise by an *approved* method.
2. Demolition of unsafe conditions shall be permitted when *approved* by the *code official*.

304.2 Protective treatment. All exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior wood surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted. All siding and masonry joints, as well as those between the building envelope and the perimeter of windows, doors and skylights, shall be maintained weather resistant and water tight. All metal surfaces subject to rust or corrosion shall be coated to inhibit such rust and corrosion, and all surfaces with rust or corrosion shall be stabilized and coated to inhibit future rust and corrosion. Oxidation stains shall be removed from exterior surfaces. Surfaces designed for stabilization by oxidation are exempt from this requirement.

[F] 304.3 Premises identification. Buildings shall have *approved* address numbers placed in a position to be plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be Arabic numerals or alphabet letters. Numbers shall be a minimum of 4 inches (102 mm) in height with a minimum stroke width of 0.5 inch (12.7 mm).

304.4 Structural members. All structural members shall be maintained free from *deterioration*, and shall be capable of safely supporting the imposed dead and live loads.

304.5 Foundation walls. All foundation walls shall be maintained plumb and free from open cracks and breaks and shall be kept in such condition so as to prevent the entry of rodents and other pests.

304.6 Exterior walls. All exterior walls shall be free from holes, breaks, and loose or rotting materials; and maintained weatherproof and properly surface coated where required to prevent *deterioration*.

304.7 Roofs and drainage. The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or *deterioration* in the walls or interior portion of the structure. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance.

304.8 Decorative features. All cornices, belt courses, corbels, terra cotta trim, wall facings and similar decorative features shall be maintained in good repair with proper anchorage and in a safe condition.

304.9 Overhang extensions. All overhang extensions including, but not limited to canopies, marquees, signs, metal awnings, fire escapes, standpipes and exhaust ducts shall be maintained in good repair and be properly *anchored* so as to be kept in a sound condition. When required, all exposed surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather-coating materials, such as paint or similar surface treatment.

304.10 Stairways, decks, porches and balconies. Every exterior stairway, deck, porch and balcony, and all appurtenances attached thereto, shall be maintained structurally sound, in good repair, with proper anchorage and capable of supporting the imposed loads.

304.11 Chimneys and towers. All chimneys, cooling towers, smoke stacks, and similar appurtenances shall be maintained structurally safe and sound, and in good repair. All exposed surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather-coating materials, such as paint or similar surface treatment.

304.12 Handrails and guards. Every handrail and *guard* shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition.

304.13 Window, skylight and door frames. Every window, skylight, door and frame shall be kept in sound condition, good repair and weather tight.

304.13.1 Glazing. All glazing materials shall be maintained free from cracks and holes.

304.13.2 Openable windows. Every window, other than a fixed window, shall be easily openable and capable of being held in position by window hardware.

304.14 Insect screens. During the period from [DATE] to [DATE], every door, window and other outside opening required for *ventilation* of habitable rooms, food preparation

areas, food service areas or any areas where products to be included or utilized in food for human consumption are processed, manufactured, packaged or stored shall be supplied with *approved* tightly fitting screens of minimum 16 mesh per inch (16 mesh per 25 mm), and every screen door used for insect control shall have a self-closing device in good working condition.

Exception: Screens shall not be required where other *approved* means, such as air curtains or insect repellent fans, are employed.

304.15 Doors. All exterior doors, door assemblies, operator systems if provided, and hardware shall be maintained in good condition. Locks at all entrances to dwelling units and sleeping units shall tightly secure the door. Locks on means of egress doors shall be in accordance with Section 702.3.

304.16 Basement hatchways. Every *basement* hatchway shall be maintained to prevent the entrance of rodents, rain and surface drainage water.

304.17 Guards for basement windows. Every *basement* window that is openable shall be supplied with rodent shields, storm windows or other *approved* protection against the entry of rodents.

304.18 Building security. Doors, windows or hatchways for *dwelling units*, room units or *housekeeping units* shall be provided with devices designed to provide security for the *occupants* and property within.

304.18.1 Doors. Doors providing access to a *dwelling unit*, *rooming unit* or *housekeeping unit* that is rented, leased or let shall be equipped with a deadbolt lock designed to be readily openable from the side from which egress is to be made without the need for keys, special knowledge or effort and shall have a minimum lock throw of 1 inch (25 mm). Such deadbolt locks shall be installed according to the manufacturer's specifications and maintained in good working order. For the purpose of this section, a sliding bolt shall not be considered an acceptable deadbolt lock.

304.18.2 Windows. Operable windows located in whole or in part within 6 feet (1828 mm) above ground level or a walking surface below that provide access to a *dwelling unit*, *rooming unit* or *housekeeping unit* that is rented, leased or let shall be equipped with a window sash locking device.

304.18.3 Basement hatchways. *Basement* hatchways that provide access to a *dwelling unit*, *rooming unit* or *housekeeping unit* that is rented, leased or let shall be equipped with devices that secure the units from unauthorized entry.

304.19 Gates. All exterior gates, gate assemblies, operator systems if provided, and hardware shall be maintained in good condition. Latches at all entrances shall tightly secure the gates.

SECTION 305 INTERIOR STRUCTURE

305.1 General. The interior of a structure and equipment therein shall be maintained in good repair, structurally sound

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and in a sanitary condition. *Occupants* shall keep that part of the structure which they occupy or control in a clean and sanitary condition. Every *owner* of a structure containing a *rooming house, housekeeping units, a hotel, a dormitory, two or more dwelling units* or two or more nonresidential occupancies, shall maintain, in a clean and sanitary condition, the shared or public areas of the structure and *exterior property*.

305.1.1 Unsafe conditions. The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the *International Building Code* or the *International Existing Building Code* as required for existing buildings:

1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength;
2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects;
3. Structures or components thereof that have reached their limit state;
4. Structural members are incapable of supporting nominal loads and load effects;
5. Stairs, landings, balconies and all similar walking surfaces, including *guards* and handrails, are not structurally sound, not properly *anchored* or are *anchored* with connections not capable of supporting all nominal loads and resisting all load effects;
6. Foundation systems that are not firmly supported by footings are not plumb and free from open cracks and breaks, are not properly *anchored* or are not capable of supporting all nominal loads and resisting all load effects.

Exceptions:

1. When substantiated otherwise by an *approved* method.
2. Demolition of unsafe conditions shall be permitted when *approved* by the *code official*.

305.2 Structural members. All structural members shall be maintained structurally sound, and be capable of supporting the imposed loads.

305.3 Interior surfaces. All interior surfaces, including windows and doors, shall be maintained in good, clean and sanitary condition. Peeling, chipping, flaking or abraded paint shall be repaired, removed or covered. Cracked or loose plaster, decayed wood and other defective surface conditions shall be corrected.

305.4 Stairs and walking surfaces. Every stair, ramp, landing, balcony, porch, deck or other walking surface shall be maintained in sound condition and good repair.

305.5 Handrails and guards. Every handrail and *guard* shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition.

305.6 Interior doors. Every interior door shall fit reasonably well within its frame and shall be capable of being opened

and closed by being properly and securely attached to jambs, headers or tracks as intended by the manufacturer of the attachment hardware.

SECTION 306 COMPONENT SERVICEABILITY

306.1 General. The components of a structure and equipment therein shall be maintained in good repair, structurally sound and in a sanitary condition.

306.1.1 Unsafe conditions. Where any of the following conditions cause the component or system to be beyond its limit state, the component or system shall be determined as unsafe and shall be repaired or replaced to comply with the *International Building Code* or the *International Existing Building Code* as required for existing buildings:

1. Soils that have been subjected to any of the following conditions:
 - 1.1. Collapse of footing or foundation system;
 - 1.2. Damage to footing, foundation, concrete or other structural element due to soil expansion;
 - 1.3. Adverse effects to the design strength of footing, foundation, concrete or other structural element due to a chemical reaction from the soil;
 - 1.4. Inadequate soil as determined by a geotechnical investigation;
 - 1.5. Where the allowable bearing capacity of the soil is in doubt; or
 - 1.6. Adverse effects to the footing, foundation, concrete or other structural element due to the ground water table.
2. Concrete that has been subjected to any of the following conditions:
 - 2.1. *Deterioration*;
 - 2.2. *Ultimate deformation*;
 - 2.3. Fractures;
 - 2.4. Fissures;
 - 2.5. Spalling;
 - 2.6. Exposed reinforcement; or
 - 2.7. *Detached*, dislodged or failing connections.
3. Aluminum that has been subjected to any of the following conditions:
 - 3.1. *Deterioration*;
 - 3.2. Corrosion;
 - 3.3. Elastic deformation;
 - 3.4. *Ultimate deformation*;
 - 3.5. Stress or strain cracks;
 - 3.6. Joint fatigue; or
 - 3.7. *Detached*, dislodged or failing connections.

4. Masonry that has been subjected to any of the following conditions:
 - 4.1. *Deterioration*;
 - 4.2. *Ultimate deformation*;
 - 4.3. Fractures in masonry or mortar joints;
 - 4.4. Fissures in masonry or mortar joints;
 - 4.5. Spalling;
 - 4.6. Exposed reinforcement; or
 - 4.7. *Detached*, dislodged or failing connections.
5. Steel that has been subjected to any of the following conditions:
 - 5.1. *Deterioration*;
 - 5.2. Elastic deformation;
 - 5.3. *Ultimate deformation*;
 - 5.4. Metal fatigue; or
 - 5.5. *Detached*, dislodged or failing connections.
6. Wood that has been subjected to any of the following conditions:
 - 6.1. *Ultimate deformation*;
 - 6.2. *Deterioration*;
 - 6.3. Damage from insects, rodents and other vermin;
 - 6.4. Fire damage beyond charring;
 - 6.5. Significant splits and checks;
 - 6.6. Horizontal shear cracks;
 - 6.7. Vertical shear cracks;
 - 6.8. Inadequate support;
 - 6.9. *Detached*, dislodged or failing connections; or
 - 6.10. Excessive cutting and notching.

Exceptions:

1. When substantiated otherwise by an *approved* method.
2. Demolition of unsafe conditions shall be permitted when *approved* by the *code official*.

SECTION 307 HANDRAILS AND GUARDRAILS

307.1 General. Every exterior and interior flight of stairs having more than four risers shall have a handrail on one side of the stair and every open portion of a stair, landing, balcony, porch, deck, ramp or other walking surface which is more than 30 inches (762 mm) above the floor or grade below shall have *guards*. Handrails shall not be less than 30 inches (762 mm) in height or more than 42 inches (1067 mm) in height measured vertically above the nosing of the tread or above the finished floor of the landing or walking surfaces. *Guards* shall not be less than 30 inches (762 mm) in height

above the floor of the landing, balcony, porch, deck, or ramp or other walking surface.

Exception: *Guards* shall not be required where exempted by the adopted building code.

SECTION 308 RUBBISH AND GARBAGE

308.1 Accumulation of rubbish or garbage. All *exterior property* and *premises*, and the interior of every structure, shall be free from any accumulation of *rubbish* or garbage.

308.2 Disposal of rubbish. Every *occupant* of a structure shall dispose of all *rubbish* in a clean and sanitary manner by placing such *rubbish* in *approved* containers.

308.2.1 Rubbish storage facilities. The *owner* of every occupied *premises* shall supply *approved* covered containers for *rubbish*, and the *owner* of the *premises* shall be responsible for the removal of *rubbish*.

308.2.2 Refrigerators. Refrigerators and similar equipment not in operation shall not be discarded, abandoned or stored on *premises* without first removing the doors.

308.3 Disposal of garbage. Every *occupant* of a structure shall dispose of garbage in a clean and sanitary manner by placing such garbage in an *approved* garbage disposal facility or *approved* garbage containers.

308.3.1 Garbage facilities. The *owner* of every dwelling shall supply one of the following: an *approved* mechanical food waste grinder in each *dwelling unit*; an *approved* incinerator unit in the structure available to the *occupants* in each *dwelling unit*; or an *approved* leakproof, covered, outside garbage container.

308.3.2 Containers. The *operator* of every establishment producing garbage shall provide, and at all times cause to be utilized, *approved* leakproof containers provided with close-fitting covers for the storage of such materials until removed from the *premises* for disposal.

SECTION 309 PEST ELIMINATION

309.1 Infestation. All structures shall be kept free from insect and rodent *infestation*. All structures in which insects or rodents are found shall be promptly exterminated by *approved* processes that will not be injurious to human health. After pest elimination, proper precautions shall be taken to prevent reinfestation.

309.2 Owner. The *owner* of any structure shall be responsible for pest elimination within the structure prior to renting or leasing the structure.

309.3 Single occupant. The *occupant* of a one-family dwelling or of a single-*tenant* nonresidential structure shall be responsible for pest elimination on the *premises*.

309.4 Multiple occupancy. The *owner* of a structure containing two or more *dwelling units*, a multiple *occupancy*, a

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rooming house or a nonresidential structure shall be responsible for pest elimination in the public or shared areas of the structure and *exterior property*. If *infestation* is caused by failure of an *occupant* to prevent such *infestation* in the area occupied, the *occupant* and *owner* shall be responsible for pest elimination.

309.5 Occupant. The *occupant* of any structure shall be responsible for the continued rodent and pest-free condition of the structure.

Exception: Where the *infestations* are caused by defects in the structure, the *owner* shall be responsible for pest elimination.

CHAPTER 4

LIGHT, VENTILATION AND OCCUPANCY LIMITATIONS

SECTION 401 GENERAL

401.1 Scope. The provisions of this chapter shall govern the minimum conditions and standards for light, *ventilation* and space for occupying a structure.

401.2 Responsibility. The *owner* of the structure shall provide and maintain light, *ventilation* and space conditions in compliance with these requirements. A person shall not occupy as *owner-occupant*, or permit another person to occupy, any *premises* that do not comply with the requirements of this chapter.

401.3 Alternative devices. In lieu of the means for natural light and *ventilation* herein prescribed, artificial light or mechanical *ventilation* complying with the *International Building Code* shall be permitted.

SECTION 402 LIGHT

402.1 Habitable spaces. Every *habitable space* shall have at least one window of *approved* size facing directly to the outdoors or to a court. The minimum total glazed area for every *habitable space* shall be 8 percent of the floor area of such room. Wherever walls or other portions of a structure face a window of any room and such obstructions are located less than 3 feet (914 mm) from the window and extend to a level above that of the ceiling of the room, such window shall not be deemed to face directly to the outdoors nor to a court and shall not be included as contributing to the required minimum total window area for the room.

Exception: Where natural light for rooms or spaces without exterior glazing areas is provided through an adjoining room, the unobstructed opening to the adjoining room shall be at least 8 percent of the floor area of the interior room or space, but a minimum of 25 square feet (2.33 m²). The exterior glazing area shall be based on the total floor area being served.

402.2 Common halls and stairways. Every common hall and stairway in residential occupancies, other than in one- and two-family dwellings, shall be lighted at all times with at least a 60-watt standard incandescent light bulb for each 200 square feet (19 m²) of floor area or equivalent illumination, provided that the spacing between lights shall not be greater than 30 feet (9144 mm). In other than residential occupancies, means of egress, including exterior means of egress, stairways shall be illuminated at all times the building space served by the means of egress is occupied with a minimum of 1 footcandle (11 lux) at floors, landings and treads.

402.3 Other spaces. All other spaces shall be provided with natural or artificial light sufficient to permit the maintenance of sanitary conditions, and the safe *occupancy* of the space and utilization of the appliances, equipment and fixtures.

SECTION 403 VENTILATION

403.1 Habitable spaces. Every *habitable space* shall have at least one openable window. The total openable area of the window in every room shall be equal to at least 45 percent of the minimum glazed area required in Section 402.1.

Exception: Where rooms and spaces without openings to the outdoors are ventilated through an adjoining room, the unobstructed opening to the adjoining room shall be at least 8 percent of the floor area of the interior room or space, but a minimum of 25 square feet (2.33 m²). The *ventilation* openings to the outdoors shall be based on a total floor area being ventilated.

403.2 Bathrooms and toilet rooms. Every *bathroom* and *toilet room* shall comply with the *ventilation* requirements for *habitable spaces* as required by Section 403.1, except that a window shall not be required in such spaces equipped with a mechanical *ventilation* system. Air exhausted by a mechanical *ventilation* system from a *bathroom* or *toilet room* shall discharge to the outdoors and shall not be recirculated.

403.3 Cooking facilities. Unless *approved* through the certificate of *occupancy*, cooking shall not be permitted in any *rooming unit* or dormitory unit, and a cooking facility or appliance shall not be permitted to be present in the *rooming unit* or dormitory unit.

Exceptions:

1. Where specifically *approved* in writing by the *code official*.
2. Devices such as coffee pots and microwave ovens shall not be considered cooking appliances.

403.4 Process ventilation. Where injurious, toxic, irritating or noxious fumes, gases, dusts or mists are generated, a local exhaust *ventilation* system shall be provided to remove the contaminating agent at the source. Air shall be exhausted to the exterior and not be recirculated to any space.

403.5 Clothes dryer exhaust. Clothes dryer exhaust systems shall be independent of all other systems and shall be exhausted outside the structure in accordance with the manufacturer's instructions.

Exception: Listed and *labeled* condensing (ductless) clothes dryers.

SECTION 404 OCCUPANCY LIMITATIONS

404.1 Privacy. *Dwelling units*, hotel units, *housekeeping units*, *rooming units* and dormitory units shall be arranged to provide privacy and be separate from other adjoining spaces.

404.2 Minimum room widths. A habitable room, other than a kitchen, shall be a minimum of 7 feet (2134 mm) in any

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plan dimension. Kitchens shall have a minimum clear passageway of 3 feet (914 mm) between counterfronts and appliances or counterfronts and walls.

404.3 Minimum ceiling heights. *Habitable spaces*, hallways, corridors, laundry areas, *bathrooms*, *toilet rooms* and habitable *basement* areas shall have a minimum clear ceiling height of 7 feet (2134 mm).

Exceptions:

1. In one- and two-family dwellings, beams or girders spaced a minimum of 4 feet (1219 mm) on center and projecting a maximum of 6 inches (152 mm) below the required ceiling height.
2. *Basement* rooms in one- and two-family dwellings occupied exclusively for laundry, study or recreation purposes, having a minimum ceiling height of 6 feet 8 inches (2033 mm) with a minimum clear height of 6 feet 4 inches (1932 mm) under beams, girders, ducts and similar obstructions.
3. Rooms occupied exclusively for sleeping, study or similar purposes and having a sloped ceiling over all or part of the room, with a minimum clear ceiling height of 7 feet (2134 mm) over a minimum of one-third of the required minimum floor area. In calculating the floor area of such rooms, only those portions of the floor area with a minimum clear ceiling height of 5 feet (1524 mm) shall be included.

404.4 Bedroom and living room requirements. Every *bedroom* and living room shall comply with the requirements of Sections 404.4.1 through 404.4.5.

404.4.1 Room area. Every living room shall contain at least 120 square feet (11.2 m²) and every bedroom shall contain a minimum of 70 square feet (6.5 m²) and every bedroom occupied by more than one person shall contain a minimum of 50 square feet (4.6 m²) of floor area for each occupant thereof.

404.4.2 Access from bedrooms. *Bedrooms* shall not constitute the only means of access to other *bedrooms* or *habitable spaces* and shall not serve as the only means of egress from other *habitable spaces*.

Exception: Units that contain fewer than two *bedrooms*.

404.4.3 Water closet accessibility. Every *bedroom* shall have access to at least one water closet and one lavatory without passing through another *bedroom*. Every *bedroom* in a *dwelling unit* shall have access to at least one water closet and lavatory located in the same story as the *bedroom* or an adjacent story.

404.4.4 Prohibited occupancy. Kitchens and nonhabitable spaces shall not be used for sleeping purposes.

404.4.5 Other requirements. *Bedrooms* shall comply with the applicable provisions of this code including, but not limited to, the light, *ventilation*, room area, ceiling height and room width requirements of this chapter; the plumbing facilities and water-heating facilities requirements of Chapter 5; the heating facilities and electrical

receptacle requirements of Chapter 6; and the smoke detector and emergency escape requirements of Chapter 7.

404.5 Overcrowding. Dwelling units shall not be occupied by more occupants than permitted by the minimum area requirements of Table 404.5.

**TABLE 404.5
MINIMUM AREA REQUIREMENTS**

SPACE	MINIMUM AREA IN SQUARE FEET		
	1-2 occupants	3-5 occupants	6 or more occupants
Living room ^{a, b}	120	120	150
Dining room ^{a, b}	No requirement	80	100
Bedrooms	Shall comply with Section 404.4.1		

For SI: 1 square foot = 0.093 m².

a. See Section 404.5.2 for combined living room/dining room spaces.

b. See Section 404.5.1 for limitations on determining the minimum occupancy area for sleeping purposes.

404.5.1 Sleeping area. The minimum occupancy area required by Table 404.5 shall not be included as a sleeping area in determining the minimum occupancy area for sleeping purposes. All sleeping areas shall comply with Section 404.4.

404.5.2 Combined spaces. Combined living room and dining room spaces shall comply with the requirements of Table 404.5 if the total area is equal to that required for separate rooms and if the space is located so as to function as a combination living room/dining room.

404.6 Efficiency unit. Nothing in this section shall prohibit an efficiency living unit from meeting the following requirements:

1. A unit occupied by not more than one occupant shall have a minimum clear floor area of 120 square feet (11.2 m²). A unit occupied by not more than two *occupants* shall have a minimum clear floor area of 220 square feet (20.4 m²). A unit occupied by three *occupants* shall have a minimum clear floor area of 320 square feet (29.7 m²). These required areas shall be exclusive of the areas required by Items 2 and 3.
2. The unit shall be provided with a kitchen sink, cooking appliance and refrigeration facilities, each having a minimum clear working space of 30 inches (762 mm) in front. Light and *ventilation* conforming to this code shall be provided.
3. The unit shall be provided with a separate *bathroom* containing a water closet, lavatory and bathtub or shower.
4. The maximum number of *occupants* shall be three.

404.7 Food preparation. All spaces to be occupied for food preparation purposes shall contain suitable space and equipment to store, prepare and serve foods in a sanitary manner. There shall be adequate facilities and services for the sanitary disposal of food wastes and refuse, including facilities for temporary storage.

CHAPTER 5

PLUMBING FACILITIES AND FIXTURE REQUIREMENTS

SECTION 501 GENERAL

501.1 Scope. The provisions of this chapter shall govern the minimum plumbing systems, facilities and plumbing fixtures to be provided.

501.2 Responsibility. The *owner* of the structure shall provide and maintain such plumbing facilities and plumbing fixtures in compliance with these requirements. A person shall not occupy as *owner-occupant* or permit another person to occupy any structure or *premises* which does not comply with the requirements of this chapter.

SECTION 502 REQUIRED FACILITIES

[P] 502.1 Dwelling units. Every *dwelling unit* shall contain its own bathtub or shower, lavatory, water closet and kitchen sink which shall be maintained in a sanitary, safe working condition. The lavatory shall be placed in the same room as the water closet or located in close proximity to the door leading directly into the room in which such water closet is located. A kitchen sink shall not be used as a substitute for the required lavatory.

[P] 502.2 Rooming houses. At least one water closet, lavatory and bathtub or shower shall be supplied for each four *rooming units*.

[P] 502.3 Hotels. Where private water closets, lavatories and baths are not provided, one water closet, one lavatory and one bathtub or shower having access from a public hallway shall be provided for each ten *occupants*.

[P] 502.4 Employees' facilities. A minimum of one water closet, one lavatory and one drinking facility shall be available to employees.

[P] 502.4.1 Drinking facilities. Drinking facilities shall be a drinking fountain, water cooler, bottled water cooler or disposable cups next to a sink or water dispenser. Drinking facilities shall not be located in *toilet rooms* or *bathrooms*.

[P] 502.5 Public toilet facilities. Public toilet facilities shall be maintained in a safe sanitary and working condition in accordance with the *International Plumbing Code*. Except for periodic maintenance or cleaning, public access and use shall be provided to the toilet facilities at all times during *occupancy* of the *premises*.

SECTION 503 TOILET ROOMS

[P] 503.1 Privacy. *Toilet rooms* and *bathrooms* shall provide privacy and shall not constitute the only passageway to a hall or other space, or to the exterior. A door and interior locking

device shall be provided for all common or shared *bathrooms* and *toilet rooms* in a multiple dwelling.

[P] 503.2 Location. *Toilet rooms* and *bathrooms* serving hotel units, *rooming units* or dormitory units or *housekeeping units*, shall have access by traversing a maximum of one flight of stairs and shall have access from a common hall or passageway.

[P] 503.3 Location of employee toilet facilities. Toilet facilities shall have access from within the employees' working area. The required toilet facilities shall be located a maximum of one story above or below the employees' working area and the path of travel to such facilities shall not exceed a distance of 500 feet (152 m). Employee facilities shall either be separate facilities or combined employee and public facilities.

Exception: Facilities that are required for employees in storage structures or kiosks, which are located in adjacent structures under the same ownership, lease or control, shall not exceed a travel distance of 500 feet (152 m) from the employees' regular working area to the facilities.

[P] 503.4 Floor surface. In other than *dwelling units*, every *toilet room* floor shall be maintained to be a smooth, hard, nonabsorbent surface to permit such floor to be easily kept in a clean and sanitary condition.

SECTION 504 PLUMBING SYSTEMS AND FIXTURES

[P] 504.1 General. All plumbing fixtures shall be properly installed and maintained in working order, and shall be kept free from obstructions, leaks and defects and be capable of performing the function for which such plumbing fixtures are designed. All plumbing fixtures shall be maintained in a safe, sanitary and functional condition.

[P] 504.2 Fixture clearances. Plumbing fixtures shall have adequate clearances for usage and cleaning.

[P] 504.3 Plumbing system hazards. Where it is found that a plumbing system in a structure constitutes a hazard to the *occupants* or the structure by reason of inadequate service, inadequate venting, cross connection, backsiphonage, improper installation, *deterioration* or damage or for similar reasons, the *code official* shall require the defects to be corrected to eliminate the hazard.

SECTION 505 WATER SYSTEM

505.1 General. Every sink, lavatory, bathtub or shower, drinking fountain, water closet or other plumbing fixture shall be properly connected to either a public water system or to an *approved* private water system. All kitchen sinks, lavatories, laundry facilities, bathtubs and showers shall be supplied

PLUMBING FACILITIES AND FIXTURE REQUIREMENTS

with hot or tempered and cold running water in accordance with the *International Plumbing Code*.

[P] 505.2 Contamination. The water supply shall be maintained free from contamination, and all water inlets for plumbing fixtures shall be located above the flood-level rim of the fixture. Shampoo basin faucets, janitor sink faucets and other hose bibs or faucets to which hoses are attached and left in place, shall be protected by an approved atmospheric-type vacuum breaker or an approved permanently attached hose connection vacuum breaker.

505.3 Supply. The water supply system shall be installed and maintained to provide a supply of water to plumbing fixtures, devices and appurtenances in sufficient volume and at pressures adequate to enable the fixtures to function properly, safely, and free from defects and leaks.

505.4 Water heating facilities. Water heating facilities shall be properly installed, maintained and capable of providing an adequate amount of water to be drawn at every required sink, lavatory, bathtub, shower and laundry facility at a minimum temperature of 110°F (43°C). A gas-burning water heater shall not be located in any *bathroom, toilet room, bedroom* or other occupied room normally kept closed, unless adequate combustion air is provided. An *approved* combination temperature and pressure-relief valve and relief valve discharge pipe shall be properly installed and maintained on water heaters.

SECTION 506 SANITARY DRAINAGE SYSTEM

[P] 506.1 General. All plumbing fixtures shall be properly connected to either a public sewer system or to an *approved* private sewage disposal system.

[P] 506.2 Maintenance. Every plumbing stack, vent, waste and sewer line shall function properly and be kept free from obstructions, leaks and defects.

[P] 506.3 Grease interceptors. Grease interceptors and automatic grease removal devices shall be maintained in accordance with this code and the manufacturer's installation instructions. Grease interceptors and automatic grease removal devices shall be regularly serviced and cleaned to prevent the discharge of oil, grease, and other substances harmful or hazardous to the building drainage system, the public sewer, the private sewage disposal system or the sewage treatment plant or processes. All records of maintenance, cleaning and repairs shall be available for inspection by the code official.

SECTION 507 STORM DRAINAGE

[P] 507.1 General. Drainage of roofs and paved areas, *yards* and courts, and other open areas on the *premises* shall not be discharged in a manner that creates a public nuisance.

CHAPTER 6

MECHANICAL AND ELECTRICAL REQUIREMENTS

SECTION 601 GENERAL

601.1 Scope. The provisions of this chapter shall govern the minimum mechanical and electrical facilities and equipment to be provided.

601.2 Responsibility. The *owner* of the structure shall provide and maintain mechanical and electrical facilities and equipment in compliance with these requirements. A person shall not occupy as *owner-occupant* or permit another person to occupy any *premises* which does not comply with the requirements of this chapter.

SECTION 602 HEATING FACILITIES

602.1 Facilities required. Heating facilities shall be provided in structures as required by this section.

602.2 Residential occupancies. Dwellings shall be provided with heating facilities capable of maintaining a room temperature of 68°F (20°C) in all habitable rooms, *bathrooms* and *toilet rooms* based on the winter outdoor design temperature for the locality indicated in Appendix D of the *International Plumbing Code*. Cooking appliances shall not be used, nor shall portable unvented fuel-burning space heaters be used, as a means to provide required heating.

Exception: In areas where the average monthly temperature is above 30°F (-1°C), a minimum temperature of 65°F (18°C) shall be maintained.

602.3 Heat supply. Every *owner* and *operator* of any building who rents, leases or lets one or more *dwelling units* or *sleeping units* on terms, either expressed or implied, to furnish heat to the *occupants* thereof shall supply heat during the period from [DATE] to [DATE] to maintain a minimum temperature of 68°F (20°C) in all habitable rooms, *bathrooms* and *toilet rooms*.

Exceptions:

1. When the outdoor temperature is below the winter outdoor design temperature for the locality, maintenance of the minimum room temperature shall not be required provided that the heating system is operating at its full design capacity. The winter outdoor design temperature for the locality shall be as indicated in Appendix D of the *International Plumbing Code*.
2. In areas where the average monthly temperature is above 30°F (-1°C) a minimum temperature of 65°F (18°C) shall be maintained.

602.4 Occupiable work spaces. Indoor occupiable work spaces shall be supplied with heat during the period from [DATE] to [DATE] to maintain a minimum temperature of 65°F (18°C) during the period the spaces are occupied.

Exceptions:

1. Processing, storage and operation areas that require cooling or special temperature conditions.
2. Areas in which persons are primarily engaged in vigorous physical activities.

602.5 Room temperature measurement. The required room temperatures shall be measured 3 feet (914 mm) above the floor near the center of the room and 2 feet (610 mm) inward from the center of each exterior wall.

SECTION 603 MECHANICAL EQUIPMENT

603.1 Mechanical appliances. All mechanical appliances, fireplaces, solid fuel-burning appliances, cooking appliances and water heating appliances shall be properly installed and maintained in a safe working condition, and shall be capable of performing the intended function.

603.2 Removal of combustion products. All fuel-burning equipment and appliances shall be connected to an *approved* chimney or vent.

Exception: Fuel-burning equipment and appliances which are *labeled* for unvented operation.

603.3 Clearances. All required clearances to combustible materials shall be maintained.

603.4 Safety controls. All safety controls for fuel-burning equipment shall be maintained in effective operation.

603.5 Combustion air. A supply of air for complete combustion of the fuel and for *ventilation* of the space containing the fuel-burning equipment shall be provided for the fuel-burning equipment.

603.6 Energy conservation devices. Devices intended to reduce fuel consumption by attachment to a fuel-burning appliance, to the fuel supply line thereto, or to the vent outlet or vent piping therefrom, shall not be installed unless *labeled* for such purpose and the installation is specifically *approved*.

SECTION 604 ELECTRICAL FACILITIES

604.1 Facilities required. Every occupied building shall be provided with an electrical system in compliance with the requirements of this section and Section 605.

MECHANICAL AND ELECTRICAL REQUIREMENTS

604.2 Service. The size and usage of appliances and equipment shall serve as a basis for determining the need for additional facilities in accordance with NFPA 70. *Dwelling units* shall be served by a three-wire, 120/240 volt, single-phase electrical service having a minimum rating of 60 amperes.

604.3 Electrical system hazards. Where it is found that the electrical system in a structure constitutes a hazard to the *occupants* or the structure by reason of inadequate service, improper fusing, insufficient receptacle and lighting outlets, improper wiring or installation, *deterioration* or damage, or for similar reasons, the *code official* shall require the defects to be corrected to eliminate the hazard.

604.3.1 Abatement of electrical hazards associated with water exposure. The provisions of this section shall govern the repair and replacement of electrical systems and equipment that have been exposed to water.

604.3.1.1 Electrical equipment. Electrical distribution equipment, motor circuits, power equipment, transformers, wire, cable, flexible cords, wiring devices, ground fault circuit interrupters, surge protectors, molded case circuit breakers, low-voltage fuses, luminaires, ballasts, motors and electronic control, signaling and communication equipment that have been exposed to water shall be replaced in accordance with the provisions of the *International Building Code*.

Exception: The following equipment shall be allowed to be repaired where an inspection report from the equipment manufacturer or *approved* manufacturer's representative indicates that the equipment has not sustained damage that requires replacement:

1. Enclosed switches, rated a maximum of 600 volts or less;
2. Busway, rated a maximum of 600 volts;
3. Panelboards, rated a maximum of 600 volts;
4. Switchboards, rated a maximum of 600 volts;
5. Fire pump controllers, rated a maximum of 600 volts;
6. Manual and magnetic motor controllers;
7. Motor control centers;
8. Alternating current high-voltage circuit breakers;
9. Low-voltage power circuit breakers;
10. Protective relays, meters and current transformers;
11. Low- and medium-voltage switchgear;
12. Liquid-filled transformers;
13. Cast-resin transformers;
14. Wire or cable that is suitable for wet locations and whose ends have not been exposed to water;

15. Wire or cable, not containing fillers, that is suitable for wet locations and whose ends have not been exposed to water;
16. Luminaires that are listed as submersible;
17. Motors;
18. Electronic control, signaling and communication equipment.

604.3.2 Abatement of electrical hazards associated with fire exposure. The provisions of this section shall govern the repair and replacement of electrical systems and equipment that have been exposed to fire.

604.3.2.1 Electrical equipment. Electrical switches, receptacles and fixtures, including furnace, water heating, security system and power distribution circuits, that have been exposed to fire, shall be replaced in accordance with the provisions of the *International Building Code*.

Exception: Electrical switches, receptacles and fixtures that shall be allowed to be repaired where an inspection report from the equipment manufacturer or *approved* manufacturer's representative indicates that the equipment has not sustained damage that requires replacement.

SECTION 605 ELECTRICAL EQUIPMENT

605.1 Installation. All electrical equipment, wiring and appliances shall be properly installed and maintained in a safe and *approved* manner.

605.2 Receptacles. Every *habitable space* in a dwelling shall contain at least two separate and remote receptacle outlets. Every laundry area shall contain at least one grounding-type receptacle or a receptacle with a ground fault circuit interrupter. Every *bathroom* shall contain at least one receptacle. Any new *bathroom* receptacle outlet shall have ground fault circuit interrupter protection. All receptacle outlets shall have the appropriate faceplate cover for the location.

605.3 Luminaires. Every public hall, interior stairway, *toilet room*, kitchen, *bathroom*, laundry room, boiler room and furnace room shall contain at least one electric luminaire. Pool and spa luminaires over 15 V shall have ground fault circuit interrupter protection.

605.4 Wiring. Flexible cords shall not be used for permanent wiring, or for running through doors, windows, or cabinets, or concealed within walls, floors, or ceilings.

SECTION 606 ELEVATORS, ESCALATORS AND DUMBWAITERS

606.1 General. Elevators, dumbwaiters and escalators shall be maintained in compliance with ASME A17.1. The most current certificate of inspection shall be on display at all times within the elevator or attached to the escalator or dumbwaiter, be available for public inspection in the office of the

building *operator* or be posted in a publicly conspicuous location *approved* by the *code official*. The inspection and tests shall be performed at not less than the periodic intervals listed in ASME A17.1, Appendix N, except where otherwise specified by the authority having jurisdiction.

606.2 Elevators. In buildings equipped with passenger elevators, at least one elevator shall be maintained in operation at all times when the building is occupied.

Exception: Buildings equipped with only one elevator shall be permitted to have the elevator temporarily out of service for testing or servicing.

SECTION 607 DUCT SYSTEMS

607.1 General. Duct systems shall be maintained free of obstructions and shall be capable of performing the required function.

CHAPTER 7

FIRE SAFETY REQUIREMENTS

SECTION 701 GENERAL

701.1 Scope. The provisions of this chapter shall govern the minimum conditions and standards for fire safety relating to structures and exterior *premises*, including fire safety facilities and equipment to be provided.

701.2 Responsibility. The *owner* of the *premises* shall provide and maintain such fire safety facilities and equipment in compliance with these requirements. A person shall not occupy as *owner-occupant* or permit another person to occupy any *premises* that do not comply with the requirements of this chapter.

SECTION 702 MEANS OF EGRESS

[F] 702.1 General. A safe, continuous and unobstructed path of travel shall be provided from any point in a building or structure to the *public way*. Means of egress shall comply with the *International Fire Code*.

[F] 702.2 Aisles. The required width of aisles in accordance with the *International Fire Code* shall be unobstructed.

[F] 702.3 Locked doors. All means of egress doors shall be readily openable from the side from which egress is to be made without the need for keys, special knowledge or effort, except where the door hardware conforms to that permitted by the *International Building Code*.

[F] 702.4 Emergency escape openings. Required emergency escape openings shall be maintained in accordance with the code in effect at the time of construction, and the following. Required emergency escape and rescue openings shall be operational from the inside of the room without the use of keys or tools. Bars, grilles, grates or similar devices are permitted to be placed over emergency escape and rescue openings provided the minimum net clear opening size complies with the code that was in effect at the time of construction and such devices shall be releasable or removable from the inside without the use of a key, tool or force greater than that which is required for normal operation of the escape and rescue opening.

SECTION 703 FIRE-RESISTANCE RATINGS

[F] 703.1 Fire-resistance-rated assemblies. The required fire-resistance rating of fire-resistance-rated walls, fire stops, shaft enclosures, partitions and floors shall be maintained.

[F] 703.2 Opening protectives. Required opening protectives shall be maintained in an operative condition. All fire and smokestop doors shall be maintained in operable condi-

tion. Fire doors and smoke barrier doors shall not be blocked or obstructed or otherwise made inoperable.

SECTION 704 FIRE PROTECTION SYSTEMS

[F] 704.1 General. All systems, devices and equipment to detect a fire, actuate an alarm, or suppress or control a fire or any combination thereof shall be maintained in an operable condition at all times in accordance with the *International Fire Code*.

[F] 704.1.1 Automatic sprinkler systems. Inspection, testing and maintenance of automatic sprinkler systems shall be in accordance with NFPA 25.

[F] 704.2 Smoke alarms. Single- or multiple-station smoke alarms shall be installed and maintained in Group R or I-1 occupancies, regardless of *occupant* load at all of the following locations:

1. On the ceiling or wall outside of each separate sleeping area in the immediate vicinity of *bedrooms*.
2. In each room used for sleeping purposes.
3. In each story within a *dwelling unit*, including *basements* and cellars but not including crawl spaces and uninhabitable attics. In dwellings or *dwelling units* with split levels and without an intervening door between the adjacent levels, a smoke alarm installed on the upper level shall suffice for the adjacent lower level provided that the lower level is less than one full story below the upper level.

[F] 704.3 Power source. In Group R or I-1 occupancies, single-station smoke alarms shall receive their primary power from the building wiring provided that such wiring is served from a commercial source and shall be equipped with a battery backup. Smoke alarms shall emit a signal when the batteries are low. Wiring shall be permanent and without a disconnecting switch other than as required for overcurrent protection.

Exception: Smoke alarms are permitted to be solely battery operated in buildings where no construction is taking place, buildings that are not served from a commercial power source and in existing areas of buildings undergoing alterations or repairs that do not result in the removal of interior wall or ceiling finishes exposing the structure, unless there is an attic, crawl space or basement available which could provide access for building wiring without the removal of interior finishes.

[F] 704.4 Interconnection. Where more than one smoke alarm is required to be installed within an individual *dwelling unit* in Group R or I-1 occupancies, the smoke alarms shall be interconnected in such a manner that the activation of one

FIRE SAFETY REQUIREMENTS

alarm will activate all of the alarms in the individual unit. Physical interconnection of smoke alarms shall not be required where listed wireless alarms are installed and all alarms sound upon activation of one alarm. The alarm shall be clearly audible in all *bedrooms* over background noise levels with all intervening doors closed.

Exceptions:

1. Interconnection is not required in buildings which are not undergoing alterations, repairs or construction of any kind.
2. Smoke alarms in existing areas are not required to be interconnected where alterations or repairs do not result in the removal of interior wall or ceiling finishes exposing the structure, unless there is an attic, crawl space or *basement* available which could provide access for interconnection without the removal of interior finishes.

CHAPTER 8

REFERENCED STANDARDS

This chapter lists the standards that are referenced in various sections of this document. The standards are listed herein by the promulgating agency of the standard, the standard identification, the effective date and title and the section or sections of this document that reference the standard. The application of the referenced standards shall be as specified in Section 102.7.

ASME

American Society of Mechanical Engineers
Three Park Avenue
New York, NY 10016-5990

Standard reference number	Title	Referenced in code section number
A17.1/CSA B44—2007	Safety Code for Elevators and Escalators606.1

ASTM

ASTM International
100 Barr Harbor Drive
West Conshohocken, PA 19428-2959

Standard reference number	Title	Referenced in code section number
F 1346—91 (2003)	Performance Specifications for Safety Covers and Labeling Requirements for All Covers for Swimming Pools, Spas and Hot Tubs303.2

ICC

International Code Council
500 New Jersey Avenue, NW
6th Floor
Washington, DC 20001

Standard reference number	Title	Referenced in code section number
IBC—12	International Building Code®	102.3, 201.3, 401.3, 702.3
IEBC—12	International Existing Building Code®	305.1.1, 306.1.1
IFC—12	International Fire Code®	201.3, 604.3.1.1, 604.3.2.1, 702.1, 702.2, 704.1, 704.2
IFGC—12	International Fuel Gas Code®	102.3
IMC—12	International Mechanical Code®	102.3, 201.3
IPC—12	International Plumbing Code®	201.3, 505.1, 602.2, 602.3
IRC—12	International Residential Code®201.3
IZC—12	International Zoning Code®	102.3, 201.3

NFPA

National Fire Protection Association
1 Batterymarch Park
Quincy, MA 02269

Standard reference number	Title	Referenced in code section number
25—11	Inspection, Testing and Maintenance of Water-Based Fire Protection Systems	704.1.1
70—11	National Electrical Code	102.4, 201.3, 604.2

APPENDIX A

BOARDING STANDARD

The provisions contained in this appendix are not mandatory unless specifically referenced in the adopting ordinance.

A101 GENERAL

A101.1 General. All windows and doors shall be boarded in an *approved* manner to prevent entry by unauthorized persons and shall be painted to correspond to the color of the existing structure.

A102 MATERIALS

A102.1 Boarding sheet material. Boarding sheet material shall be minimum $\frac{1}{2}$ -inch (12.7 mm) thick wood structural panels complying with the *International Building Code*.

A102.2 Boarding framing material. Boarding framing material shall be minimum nominal 2-inch by 4-inch (51 mm by 102 mm) solid sawn lumber complying with the *International Building Code*.

A102.3 Boarding fasteners. Boarding fasteners shall be minimum $\frac{3}{8}$ -inch (9.5 mm) diameter carriage bolts of such a length as required to penetrate the assembly and as required to adequately attach the washers and nuts. Washers and nuts shall comply with the *International Building Code*.

A103 INSTALLATION

A103.1 Boarding installation. The boarding installation shall be in accordance with Figures A103.1(1) and A103.1(2) and Sections A103.2 through A103.5.

A103.2 Boarding sheet material. The boarding sheet material shall be cut to fit the door or window opening neatly or shall be cut to provide an equal overlap at the perimeter of the door or window.

A103.3 Windows. The window shall be opened to allow the carriage bolt to pass through or the window sash shall be removed and stored. The 2-inch by 4-inch (51 mm by 102 mm) strong back framing material shall be cut minimum 2 inches (51 mm) wider than the window opening and shall be placed on the inside of the window opening 6 inches minimum above the bottom and below the top of the window opening. The framing and boarding shall be predrilled. The assembly shall be aligned and the bolts, washers and nuts shall be installed and secured.

A103.4 Door walls. The door opening shall be framed with minimum 2-inch by 4-inch (51 mm by 102 mm) framing material secured at the entire perimeter and vertical members at a maximum of 24 inches (610 mm) on center. Blocking shall also be secured at a maximum of 48 inches (1219 mm) on center vertically. Boarding sheet material shall be secured

with screws and nails alternating every 6 inches (152 mm) on center.

A103.5 Doors. Doors shall be secured by the same method as for windows or door openings. One door to the structure shall be available for authorized entry and shall be secured and locked in an *approved* manner.

A104 REFERENCED STANDARDS

IBC—12 International Building Code A102.1, A102.2,
A102.3

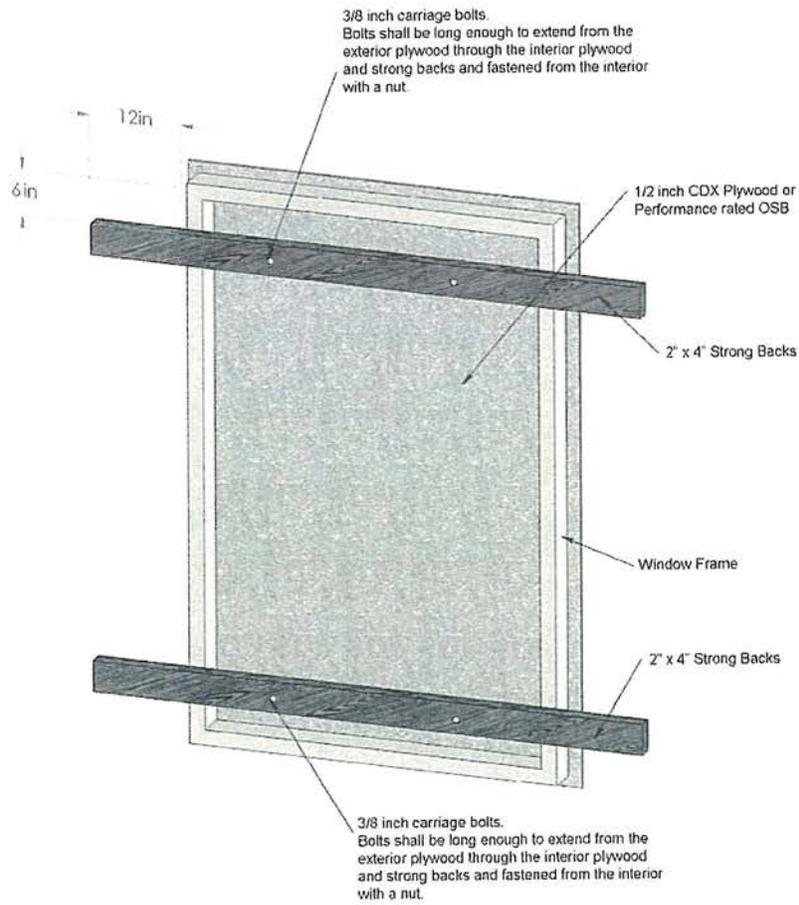


FIGURE A103.1(1)
BOARDING OF DOOR OR WINDOW

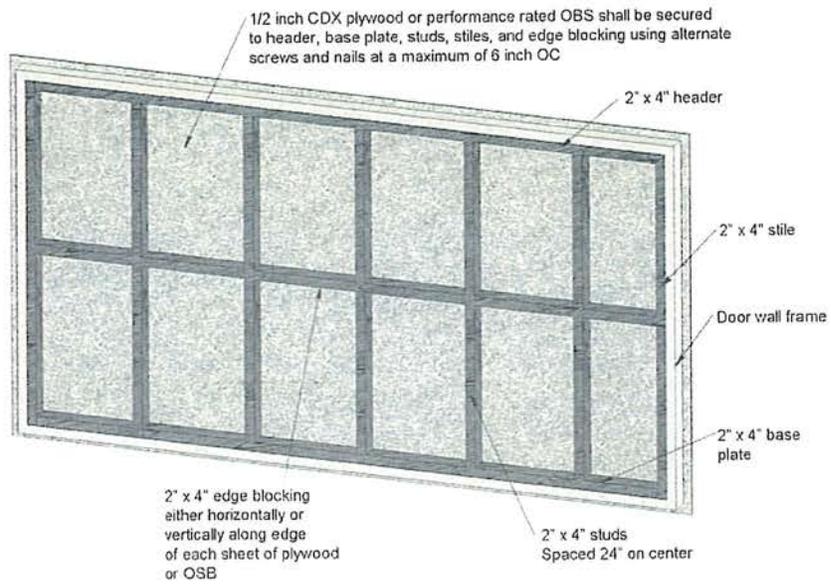


FIGURE A103.1(2)
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EDITORIAL CHANGES – SECOND PRINTING

Page 25, Section [F] 704.2: now reads . . .[F] **704.2 Smoke alarms.** Single- or multiple-station smoke alarms shall be installed and maintained in Group R or I-1 occupancies, regardless of occupant load at all of the following locations:

1. On the ceiling or wall outside of each separate sleeping area in the immediate vicinity of *bedrooms*.
2. In each room used for sleeping purposes.
3. In each story within a dwelling unit, including basements and cellars but not including crawl spaces and uninhabitable attics. In dwellings or dwelling units with split levels and without an intervening door between the adjacent levels, a smoke alarm installed on the upper level shall suffice for the adjacent lower level provided that the lower level is less than one full story below the upper level.

Page 25, Section [F] 704.3: lines 1 and 2 now reads . . .[F] **704.3 Power source.** In Group R or I-1 occupancies, single-station smoke alarms shall receive their primary power

Page 25, Section [F] 704.4: now reads . . .[F] **704.4 Interconnection.** Where more than one smoke alarm is required to be installed within an individual *dwelling unit* in Group R or I-1 occupancies, the smoke alarms shall be interconnected in such a manner that the activation of one alarm will activate all of the alarms in the individual unit. Physical interconnection of smoke alarms shall not be required where listed wireless alarms are installed and all alarms sound upon activation of one alarm. The alarm shall be clearly audible in all bedrooms over background noise levels with all intervening doors closed.

EDITORIAL CHANGES – FOURTH PRINTING

Page 14, Section 306.1.1: lines 5 and 6 now reads . . .the *International Building Code* or the *International Existing Building Code* as required for existing buildings:

ORIGINAL CITY FEE SCHEDULE (ALTERNATIVE ONE)

NAME/ADDRESS	FEE	NUMBER OF UNITS	TOTAL
BLACKBERRY POINTE	\$25 PER UNIT	219	\$5,475
BRIDGEWOOD APARTMENTS	\$25 PER UNIT	159	\$3,975
CHIPPEWA TERRACE	\$25 PER UNIT	17	\$425
DEGRIO APTS	\$25 PER UNIT	8	\$200
GRANITE BLUFF APTS	\$25 PER UNIT	59	\$1,475
GREYSTONE HEIGHTS	\$25 PER UNIT	100	\$2,500
LAKE COVE APTS	\$25 PER UNIT	486	\$12,150
MONUMENT RIDGE APTS	\$25 PER UNIT	135	\$3,375
N/A 1181 80 TH ST E	\$25 PER UNIT	7	\$175
N/A 2111, 2113, 2115, 2117 78 TH CT	\$25 PER UNIT	4	\$100
N/A 7575, 7585 CLOMAN WAY	\$25 PER UNIT	8	\$200
N/A 7740, 7746 BARBARA AVE	\$25 PER UNIT	4	\$100
N/A 7840 BARBARA AVE	\$25 PER UNIT	4	\$100
PARKVIEW MANNER TOWNHOMES	\$25 PER UNIT	108	\$2,700
PEARLWOOD ESTATES	\$25 PER UNIT	240	\$6,000
SALEM GREEN	\$25 PER UNIT	320	\$8,000
SOUTH GROVE APTS	\$25 PER UNIT	34	\$850
SOUTHVIEW GABLES	\$25 PER UNIT	424	\$10,600
SOUTHVIEW GREENS	\$25 PER UNIT	54	\$1,350
CAHILL COMMONS	\$25 PER UNIT	60	\$1,500
CARMEN COURT	\$25 PER UNIT	51	\$1,275
INVER GLEN SENIOR LIVING	\$25 PER UNIT	103	\$2,575
TIMBER HILLS	\$25 PER UNIT	241	\$6,025

WHITE PINE SENIOR LIVING	\$25 PER UNIT	61	\$1,525
LAFAYETTE TOWNHOMES	\$25 PER UNIT	30	\$750
SPRUCE POINTE TOWNHOMES	\$25 PER UNIT	24	\$600
STERLING HOUSE	\$25 PER UNIT	19	\$475
HILLCREST SENIOR	\$25 PER UNIT	66	\$1,650
PRARIE VIEW TOWNHOMES	\$25 PER UNIT	40	\$1,000

APARTMENT RENTAL SUBTOTAL - \$77,125

SINGLE FAMILY RENTAL SUBTOTAL (400@ \$25 EACH) - \$10,000

TOTAL - \$87,125

APARTMENT OWNERS FEE SCHEDULE (ALTERNATIVE TWO)

NAME/ADDRESS	NUMBER OF BLDGS	FEE	SUBTOTAL	NUMBER OF UNITS	FEE	SUBTOTAL	TOTAL
BLACKBERRY POINTE	2	\$150 PER BLDG	\$300	219	\$15 PER UNIT	\$3,285	\$3,585
BRIDGEWOOD APARTMENTS	6	\$150 PER BLDG	\$900	159	\$15 PER UNIT	\$2,385	\$3,285
CHIPPEWA TERRACE	1	\$150 PER BLDG	\$150	17	\$15 PER UNIT	\$255	\$405
DEGRIO APTS	1	\$150 PER BLDG	\$150	8	\$15 PER UNIT	\$120	\$270
GRANITE BLUFF APTS	4	\$150 PER BLDG	\$600	59	\$15 PER UNIT	\$885	\$1,485
GREYSTONE HEIGHTS	1	\$150 PER BLDG	\$150	100	\$15 PER UNIT	\$1500	\$1,650
LAKE COVE APTS	27	\$150 PER BLDG	\$4,050	486	\$15 PER UNIT	\$7,290	\$11,340
MONUMENT RIDGE APTS	2	\$150 PER BLDG	\$300	135	\$15 PER UNIT	\$2,025	\$2,325
N/A 1181 80 TH ST E	5	\$150 PER BLDG	\$750	7	\$15 PER UNIT	\$105	\$855
N/A 2111, 2113, 2115, 2117 78 TH CT	4	\$150 PER BLDG	\$600	4	\$15 PER UNIT	\$60	\$660
N/A 7575, 7585 CLOMAN WAY	2	\$150 PER BLDG	\$300	8	\$15 PER UNIT	\$120	\$420
N/A 7740, 7746 BARBARA AVE	2	\$150 PER BLDG	\$300	4	\$15 PER UNIT	\$60	\$360
N/A 7840 BARBARA AVE	1	\$150 PER BLDG	\$150	4	\$15 PER UNIT	\$60	\$210
PARKVIEW MANNER TOWNHOMES	18	\$150 PER BLDG	\$2,700	108	\$15 PER UNIT	\$1,620	\$4,320
PEARLWOOD ESTATES	5	\$150 PER BLDG	\$750	240	\$15 PER UNIT	\$3,600	\$4,350
SALEM GREEN	5	\$150 PER BLDG	\$750	320	\$15 PER UNIT	\$4,800	\$5,550
SOUTH GROVE APTS	2	\$150 PER BLDG	\$300	34	\$15 PER UNIT	\$510	\$810
SOUTHVIEW GABLES	4	\$150 PER BLDG	\$600	424	\$15 PER UNIT	\$6,360	\$6,960
SOUTHVIEW GREENS	5	\$150 PER BLDG	\$750	54	\$15 PER UNIT	\$810	\$1,560
CAHILL COMMONS	2	\$150 PER BLDG	\$300	60	\$15 PER UNIT	\$900	\$1,200
CARMEN COURT	1	\$150 PER BLDG	\$150	51	\$15 PER UNIT	\$765	\$915
INVER GLEN SENIOR LIVING	1	\$150 PER BLDG	\$150	103	\$15 PER UNIT	\$1,545	\$1,695
TIMBER HILLS	3	\$150 PER BLDG	\$450	241	\$15 PER UNIT	\$3,615	\$4,065
WHITE PINE	2	\$150 PER	\$300	61	\$15 PER	\$915	\$1,215

APARTMENT OWNERS FEE SCHEDULE (ALTERNATIVE TWO)

SENIOR LIVING LAFAYETTE TOWNHOMES	8	BLDG \$150 PER BLDG	\$1,200	30	UNIT \$15 PER UNIT	\$450	\$1650
SPRUCE POINTE TOWNHOMES	6?	\$150 PER BLDG	\$900	24	\$15 PER UNIT	\$360	\$1260
STERLING HOUSE	1	\$150 PER BLDG	\$150	19	\$15 PER UNIT	\$285	\$435
HILLCREST SENIOR				66	\$15 PER UNIT	\$990	\$990
PRAIRIE VIEW TOWNHOMES				40	\$15 PER UNIT	\$600	\$600

APARTMENT RENTAL SUBTOTAL - \$64,425

SINGLE FAMILY RENTAL (400 @ \$25 EACH) - \$10,000

TOTAL - \$74,425

COMPARISON OF OTHER CITIES' FEE SCHEDULES TO HYPOTHETICAL SITUATIONS

	WSP	SSP	ROSEMOUNT	COTTAGE GROVE	HASTINGS	BURNSVILLE	IGH CITY FEE SCHEDULE
400 UNITS 5 BLDGS	\$2,800	\$24,000	\$10,000	\$9,000	\$4,375	\$5,075	\$10,000
200 UNITS 4 BLDGS	\$1,500	\$12,000	\$5,000	\$4,800	\$2,300	\$2,740	\$5,000
100 UNITS 2 BLDGS	\$800	\$6,000	\$2,500	\$2,400	\$1,150	\$1,370	\$2,500
SINGLE FAMILY	\$100	\$60	\$25	\$180	\$50	\$160	\$25

Note: The terms of rental licenses vary from one to three years, depending on the city. This table adjusts other cities' fees for a two-year term, per Inver Grove Heights draft ordinance.

9-27-16

Tom Link

From: Lisa Alfson [lalfson@dakotacda.state.mn.us]
Sent: Tuesday, August 30, 2016 11:47 AM
To: Tom Link
Cc: Anna Judge; Tony Schertler
Subject: RE: Inver Grove Heights - Rental License Ordinance

Hi Tom,

Hope this email finds you well. Thank you for sending us the draft rental license ordinance. I took time this morning to view the First Reading of the Ordinance on June 27th to hear the Council's comments and public comments.

Anna Judge, Director of Property Management, reviewed the ordinance in late July and provided a couple comments, many similar to the comments from the Minnesota Multi-Housing Association (MHA):

- The \$25 per fee expense would be costly for the CDA. As you know, the CDA has 177 apartment units of senior housing, 78 townhome units of workforce housing, and 11 public housing units within the City of Inver Grove Heights. With a \$25/unit fee, that would cost us \$19,950 every two years.
 - It does reference in the proposed ordinance that "Rental units that are licensed and inspected by other governmental agencies....would be exempt from license requirements".
 - I don't know if the CDA would fall under this exemption. CDA staff does annual inspections of our buildings. And per our funding requirements, we have third parties monitor our developments (but they are not govt agencies). In addition, if any of our units are occupied with a Section 8 voucher holder, then CDA staff are required to have an inspection of that unit done annually. BUT, no other governmental agency inspects our units.
 - One option (as mentioned by MHA), could be to have a higher per building fee and then a smaller per unit fee. This is what is done in Hastings.
- As mentioned by others, I understand in theory the purpose of the Criminal Background check but in practice that may be challenging.
 - For example, who would be deemed the "owner" of the CDA-owned and operated properties? The Board of Commissioners? Executive Director?
 - Some of our properties are owned by a limited partnership, with U.S. Bank as the general partner and the CDA as the limited partner. This is the case for Inver Hills and Lafayette. Who would you foresee being deemed the owner in that circumstance for the purposes of the criminal background check?
- We like the no regular inspection but rather compliant driven policy.

Let me know if you have any thoughts on the comments above. We also would like to be kept in the loop on the latest decision/recommendation on the criminal background check requirement.

Question – when do you anticipate the second reading of the proposed ordinance? How is the rest of the timeline looking? During the June 27th Council conversation there was mention of trying to implement the ordinance by January 2017. Is that still looking like the timeline?

Thank you. And sorry for the delayed response. But thank you for allowing us to comment. Lisa

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

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1924-2009

MEMO

*ALSO ADMITTED IN WISCONSIN
◊ALSO ADMITTED IN NORTH DAKOTA
◊ALSO ADMITTED IN MASSACHUSETTS
□ALSO ADMITTED IN OKLAHOMA
△ALSO ADMITTED IN ARIZONA

TO: Inver Grove Heights Mayor and Councilmembers
FROM: Timothy J. Kuntz, City Attorney
DATE: October 5, 2016
**RE: Third Reading of Ordinance Amending IGH City Code Section 8-6-2(E),
Section 8-6-2(F), Section 8-6-4(C), Section 8-6-4(D) And Section 8-6-5(A)
Relating To The Number Of Licenses For Trash Collection And Relating To
Standards And Conditions For Trash Collection; October 10, 2016 Council
Meeting**

Section 1. Background. At the October 10, 2016 Council meeting, the Council is asked to consider the third reading of the ordinance dealing with trash hauling. The ordinance incorporates the following new provisions:

1. Section 8-6-2(E)

No more than seventeen (17) licenses shall be issued in any license year. Persons eligible to obtain a license are only the following:

- a. Those persons that held a license on September 1, 2016; and
 - b. Those license transferees approved under Section 3-2-8 to whom a license was transferred from a person that held a license on September 1, 2016.
-

2. Section 8-6-4(C)

The hours of collection are 6:00 a.m. to 6:00 p.m. Monday through Friday rather than 6:00 a.m. to 9:00 p.m. Monday through Friday.

3. Section 8-6-4(C)

With regard to any particular customer, the licensee is not required to pick up targeted recyclables every time the licensee picks up mixed municipal solid waste. But, when the licensee does pick up targeted recyclable materials or yard waste, the pick up of targeted recyclable materials or yard waste from that customer shall occur on the same day of the week that the licensee picks up mixed municipal solid waste from that customer.

4. Section 8-6-4(D)(1)(a)

With regard to residential units, pick-up of targeted recyclable material is a mandatory service that has to be provided by the licensee in conjunction with any contract for pick-up of mixed municipal solid waste. Section 8-6-1 defines residential unit as:

RESIDENTIAL UNIT: Means, jointly and severally, the following:

- A. Single-family residential dwellings, including manufactured homes, townhomes, and boathomes.
 - B. Multiple-family residential dwellings of four (4) or less units.
-

5. Section 8-6-4(D)(1)(b)

This section reaffirms that licensed collectors must provide the opportunity for collection of targeted recyclables from multi-family residential units.

6. Section 8-6-5(A)

No licensee shall place collection containers at any residential unit unless the person who owns or controls the residential unit has first consented, in writing, to the placement of the collection containers or has otherwise contracted with the licensee for collection of mixed municipal solid waste for that particular residential unit.

Section 2. Council Action. The Council is asked to consider the third reading of the attached *Ordinance Amending IGH City Code Section 8-6-2(E), Section 8-6-2(F), Section 8-6-4(C), Section 8-6-4(D) And Section 8-6-5(A) Relating To The Number Of Licenses For Trash Collection And Relating To Standards And Conditions For Trash Collection* at the October 10, 2016 Council meeting.

Attachment

CITY OF INVER GROVE HEIGHTS

DAKOTA COUNTY, MINNESOTA

ORDINANCE NO. _____

**AN ORDINANCE AMENDING INVER GROVE HEIGHTS CITY CODE
SECTION 8-6-2(E), SECTION 8-6-2(F), SECTION 8-6-4(C), SECTION 8-6-4(D) AND
SECTION 8-6-5(A) RELATING TO THE NUMBER OF LICENSES
FOR TRASH COLLECTION AND RELATING TO STANDARDS
AND CONDITIONS FOR TRASH COLLECTION**

THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS ORDAINS AS FOLLOWS:

Section One. Amendment. Section 8-6-2(E) of the Inver Grove Heights City Code is hereby amended to read as follows:

E. Term Of License; Expiration; Renewals; Number of Licenses and Eligibility:

1. No license issued hereunder shall be for a period longer than one year. All licenses shall expire on December 31 following the date of issuance unless sooner revoked or forfeited. If a license granted hereunder is not renewed previous to its expiration, then all rights granted by such license shall cease, and any work performed after the expiration of the license shall be in violation of this chapter. (1974 Code § 610.03)
2. Persons renewing their license after the expiration date shall be charged the full annual fee. No prorated license fee shall be allowed for renewals.
3. No more than seventeen (17) licenses shall be issued in any license year. Persons eligible to obtain a license are only the following:
 - a. Those persons that held a license on September 1, 2016; and
 - b. Those license transferees approved under Section 3-2-8 to whom a license was transferred from a person that held a license on September 1, 2016.

Section Two. Amendment. Section 8-6-2(F) of the Inver Grove Heights City Code is hereby amended to read as follows:

~~F. Revocation Or Suspension Of License:~~

- ~~1. The council may suspend or revoke the license of any person licensed under this chapter whose conduct is found to be in violation of the provisions of this chapter, or whose work hereunder, or vehicle or vehicles used in connection herewith are found to be improper or defective or so unsafe as to jeopardize life or property. The person~~

~~holding such license shall be given ten (10) days' notice in writing of such complaint and shall be granted the opportunity to be heard before such action is taken. Notice hereunder shall be deemed sufficient if it is sent to the address of the licensee as shown on the most recent application for license hereunder.~~

~~2. When any person holding a license has been convicted for the second time by a court of competent jurisdiction for violation of any of the provisions of this chapter, the council shall revoke the license of the person so convicted. Such person may not make application for a new license for a period of one year. (1974 Code § 610.05)~~

F. Revocation Or Suspension Of License:

1. Grounds for Revocation or Suspension. The city council may suspend or revoke the license of any person licensed under this chapter upon any of the following events occurring:

a. the licensee is found to be in violation of any of the provisions of this chapter;

b. grounds exist under Section 3-2-10;

c. any of the vehicles used by the licensee are defective or so unsafe so as to jeopardize person or property.

2. Council Action. The city council may suspend or revoke a license for any of the occurrences identified in Section 8-6-2(F)(1). The licensee shall be given shall be given ten (10) days' notice in writing of such complaint and shall be granted the opportunity to be heard before such action is taken. Notice hereunder shall be deemed sufficient if it is sent to the address of the licensee as shown on the most recent application for license hereunder.

When any person holding a license has been convicted for the second time within a five (5) year period by a court of competent jurisdiction for violation of any of the provisions of this chapter, the council shall revoke the license of the person so convicted. Such person may not make application for a new license for a period of one year.

Section Three. Amendment. Section 8-6-4(C) of the Inver Grove Heights City Code is hereby amended to read as follows:

C. Hours And Days Of Collection: No collection of mixed municipal solid waste, construction debris, or recyclable material from residential units shall be made except between the hours of six o'clock (6:00) A.M. and ~~nine o'clock (9:00) P.M.~~ six o'clock (6:00) P.M., Monday through Friday. Operations during these hours may also be conducted on Saturdays to accommodate recognized national holidays and special collections arranged between the collector and the customer. Customers shall be reasonably notified of the specific day and hours for the collection of their mixed municipal solid waste and/or recyclable material, and the licensee shall collect the

materials within those time periods. With regard to any particular customer, the licensee is not required to pick up targeted recyclables from that customer each time the licensee picks up mixed municipal solid waste from that customer. However, with regard to any particular customer, when the licensee picks up targeted recyclables or yard waste, the pick up of targeted recyclables or yard waste shall occur on the same day of the week that the licensee picks up municipal solid waste from that customer.

Section Four. Amendment. Section 8-6-4(D) of the Inver Grove Heights City Code is hereby amended to read as follows:

D. Collection Of Recyclable Material:

1. Collection Required:

a. As part of its required service and as part of its contract for collection of mixed municipal solid waste from a residential unit, Each licensed collector shall provide each customer who resides in a residential unit the mandatory required service of targeted recyclable material collection opportunity to recycle through a curbside recycling program on each scheduled day, or biweekly on the scheduled day during that week; provided, however, collection of the targeted recyclable material may occur at a time during the day that is different than the time of collection for mixed municipal solid waste. Any collector who begins to collect mixed municipal solid waste from a residential unit during the term of said license will be is required to provide collection of targeted recyclable materials as part of the collection contract this service. The mixing of source separated targeted recyclables with other mixed municipal solid waste by the licensed collector is prohibited, subject to subsection D4 of this section.

b. Licensed collectors who collect mixed municipal solid waste from multi-family residential units shall provide an opportunity to recycle by providing the separate collection of targeted recyclables by April 1. ~~The program must be approved by the city council upon a recommendation from the city staff.~~

2. Limitation On Obligation To Collect Targeted Recyclable Material: The licensed collector shall not be obligated to collect targeted recyclable material from a residential unit on those occasions when any of the following circumstances exist:

a. The targeted recyclables have not been placed in a location to allow curbside collection.

b. The residential unit has not separated the targeted recyclables from other mixed municipal solid waste.

3. Right To Subcontract: Any licensed collector who wishes not to directly provide recycling service must provide the service through a written subcontract with a person or company approved by the city as a condition of license. The subcontractor shall have a

license hereunder and comply with all provisions of this chapter, as well as all local, state and federal laws.

4. Marketing Of Targeted Recyclable Material: Licensed collectors are free to market the collected recyclable material to any company or entity that engages in the process of recycling. Any sums paid to the collector by the recycling company shall be retained by the collector and shall not be paid over to the city. Disposal in a sanitary landfill or incinerator of any ~~source-separated~~ targeted recyclable materials that ~~has~~ have been set out by the customer for separate collection is prohibited without prior written permission from the city administrator or designated city staff.

Section Five. Amendment. Section 8-6-5(A) of the Inver Grove Heights City Code is hereby amended to read as follows:

A. Collection Required:

1. No person shall allow the storage for more than fourteen (14) calendar days of mixed municipal solid waste on premises owned or occupied by that person, unless the premises is a licensed sanitary landfill.

2. No person shall deposit or allow the deposit of demolition debris, construction debris or mixed municipal solid waste from any source in any place other than a sanitary landfill, demolition landfill, or a county designated facility.

3. All persons shall make provisions for collection of mixed municipal solid waste or construction debris by means of a licensed collector unless the conditions as stated in subsection 8-6-2A2 of this chapter are met.

4. No licensee shall place collection containers at any residential unit unless the person who owns or controls the residential unit has first consented, in writing, to the placement of the collection containers or has otherwise contracted with the licensee for collection of mixed municipal solid waste for that particular residential unit.

Section Six. Effective Date. This ordinance amendment shall be effective from and after its passage and publication according to law.

Passed this 10th day of October, 2016.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk