

**INVER GROVE HEIGHTS CITY COUNCIL AGENDA**  
**MONDAY, SEPTEMBER 28, 2009**  
**8150 BARBARA AVENUE**  
**7:30 P.M.**

1. CALL TO ORDER
2. ROLL CALL
3. PRESENTATIONS:

A. Dakota Future Presentation

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

A. Minutes – September 14, 2009 Regular Council Meeting \_\_\_\_\_

B. Resolution Approving Disbursements for Period Ending September 23, 2009 \_\_\_\_\_

C. Pay Voucher No. 2 for City Project No. 2007-17, Clark Road Extension Imp. \_\_\_\_\_

D. Pay Voucher No. 1 for City Project No. 2008-11, Southern Sanitary Sewer System, East Segment \_\_\_\_\_

E. Change Order No. 2 for City Project No. 2008-18, Public Safety Addition/City Hall Renovation \_\_\_\_\_

F. Pay Voucher No. 1 for City Project No. 2008-22, Bohrer Pond Shoreland Protection Project \_\_\_\_\_

G. Change Order No.3 for City Project No. 2009-09D, South Grove Urban Street Reconstruction – Area 4 \_\_\_\_\_

H. Adopt Resolution directing the Planning Commission to hold a public hearing for a Comprehensive Plan Amendment and Rezoning relating to the acquisition of property adjacent to the Rock Island Swing Bridge \_\_\_\_\_

I. Approve Mussel Survey for the Rock Island Swing Bridge Project \_\_\_\_\_

J. Consider Proposals for School Zone Safety Study \_\_\_\_\_

K. Consider Approval of Additional Engineering Services for the Rock Island Swing Bridge Project \_\_\_\_\_

L. Authorize Acknowledgement that the City allows the sale of Alcoholic Beverages until 2AM on Optional 2AM Liquor License Application for Kladek, Inc. \_\_\_\_\_

M. Personnel Actions \_\_\_\_\_

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

6. **PUBLIC HEARINGS:**

7. **REGULAR AGENDA:**

**COMMUNITY DEVELOPMENT:**

**A. SUSSEL CORPORATION;** Consider the following resolutions for property located at 5924 Bradbury Court:

- i) A Conditional Use Permit to allow impervious surface coverage to exceed 25%. \_\_\_\_\_
- ii) A Variance to allow the construction of a home addition that would exceed 30% maximum impervious surface coverage \_\_\_\_\_

**B. TAMERA & MANOHAR SHINTRE;** Consider Resolution regarding a Variance for a home occupation to have an entrance that leads outside of the home for property located at 6269 Bolland Trail \_\_\_\_\_

**C. JAMES BROWN;** Consider the following Resolutions for property located at 1186 90<sup>th</sup> Street:

- i) A **Waiver of Plat** to create two parcels from the existing one tax parcel \_\_\_\_\_
- ii) A **Variance** to allow the lots to be less than the required 2.5 acre minimum \_\_\_\_\_
- iii) A **Variance** to allow an accessory structure on a lot without a principle structure \_\_\_\_\_

**D. CITY OF INVER GROVE HEIGHTS;** Consider the Second Reading of a Zoning Code Amendment relating to exterior building materials in the rural zoning districts (A, E-1, E-2) \_\_\_\_\_

**PARKS AND RECREATION:**

**E. CITY OF INVER GROVE HEIGHTS;** Consider Request for Park Property Boundary Exception at 7907 Conroy Way E. \_\_\_\_\_

**ADMINISTRATION:**

**F. ARBOR POINTE MASTER ASSOCIATION;** Consider Request for Reimbursement of Boulevard Cleaning Expenses \_\_\_\_\_

**G. CITY OF INVER GROVE HEIGHTS;** Provide Direction on Citizen Request to Limit Number of Garage Salese/Flea Markets in Residential Neighborhoods \_\_\_\_\_

**PUBLIC WORKS:**

H. CITY OF INVER GROVE HEIGHTS; Consider Approval of Waiver Agreement and Resolution Cancelling Lateral Assessment Levied against the Lenertz Property and Authorizing Issuance of Refund for the Lateral Assessment Paid relative to City Project No. 2003-03 \_\_\_\_\_

I. CITY OF INVER GROVE HEIGHTS; Consider Resolution Approving a Purchase Agreement for Property known as Cameron Park \_\_\_\_\_

**ADMINISTRATION CONT.:**

J. CITY OF INVER GROVE HEIGHTS; Consider Voluntary Furlough Program \_\_\_\_\_

**8. MAYOR AND COUNCIL COMMENTS**

**9. EXECUTIVE SESSION**

A. Discuss the Disposition of Property held by or of interest to the City

**10. ADJOURN**

**INVER GROVE HEIGHTS CITY COUNCIL MEETING  
MONDAY, SEPTEMBER 14, 2009 - 8150 BARBARA AVENUE**

**CALL TO ORDER/ROLL CALL** The City Council of Inver Grove Heights met in regular session on Monday, September 14, 2009, in the City Council Chambers. Mayor Tourville called the meeting to order at 7:30 p.m. Present were Council members Grannis, Klein, Madden, and Piekarski Krech; City Administrator Lynch, Assistant City Administrator Teppen, City Attorney Kuntz, Finance Director Lanoue, Public Works Director Thureen, Parks & Recreation Director Carlson, Community Development Director Link and Deputy Clerk Rheaume.

**3. PRESENTATIONS:** None.

**4. CONSENT AGENDA:**

Councilmember Klein removed Item 4G, Pay Voucher #1 for City Project No. 2008-09G - Cahill Avenue/Brooks Boulevard Mill and Overlay, from the Consent Agenda.

Councilmember Madden, removed Item 4S, Authorize Traffic Study of Pedestrian Crossing on Cahill Avenue in front of the Inver Grove Heights Middle School, from the Consent Agenda.

- A. Minutes – August 24, 2009 Regular Council Meeting
- B. **Resolution No. 09-167** Approving Disbursements for Period Ending September 9, 2009
- C. Pay Voucher No. 2 for National Guard Armory Gym Floor Project
- D. Pay Voucher No. 3 for City Project No. 2008-18, Public Safety Addition/City Hall Renovation
- E. Pay Voucher No. 10 for City Project No. 2003-03, Southern Sanitary Sewer
- F. Change Order No. 1 and Pay Voucher No. 1 for City Project No. 2008-09F, Salem Hills Farm Street Reconstruction Mill and Overlay
- H. Change Order Nos. 1, 2, 3 & 4 and Pay Voucher No. 1 – City Project No. 2009-01, 80<sup>th</sup> Street Roundabout
- I. Final Pay Voucher, Engineer's Report, and **Resolution No. 09-168** Accepting Work for City Project No. 2009-09B, Sealcoating
- J. Change Order No. 2 and Pay Voucher No. 3 for City Project No. 2009-09D, South Grove Street Reconstruction Area 4
- K. Final Compensating Change Order, Final Pay Voucher, Engineer's Report, and **Resolution No. 09-169** Accepting Work for City Project No. 2007-05, Northwest Area Storm Water Overflows
- L. Authorize Payment for 60" Storm Sewer along Concord Boulevard
- M. Accept Proposal for Exterior Cleaning of Northside Water Tower
- N. Approve Purchase of Bathroom Stall Partitions for Maintenance Building
- O. Receive Quotes and Award Contracts for Street Patching Services
- P. Accept Proposal for Storm Sewer Pipe Repair at 8615 Ann Marie Trail
- Q. **Resolution No. 09-170** Banning Parking on River Road adjacent to River Front Park
- R. Approve Application for Crossing Permit and Agreement with Union Pacific Railroad for City Project No. 2008-11, Southern Sanitary Sewer (East Segment)
- T. Approve Appointment of Auditors for the Year Ending December 31, 2009
- U. **Resolution No. 09-171** Requesting Acquisition of Tax Forfeited Property – PIN – 20-00200-010-78
- V. **Resolution No. 09-172** Requesting Acquisition of Tax Forfeited Property – PIN – 20-36500-150-41

- W. Consider Improvements for North Valley Disc Golf Course
- X. Approve Massage Therapist License – Paula Fink
- Y. Approve Temporary Liquor License Request of Inver Hills Community College for Event to be held on October 2, 2009
- Z. **Resolution No. 09-173** Authorizing the City Administrator to Execute the Letter of Understanding on the Administration of the Dakota County Community Development Block Grant Program
- AA. Approve Payment for South Valley Park Erosion Work
- BB. Schedule Special Meeting
- CC. Personnel Actions

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

**Ayes: 5**

**Nays: 0 Motion carried.**

- G. Pay Voucher No. 1 for City Project No. 2008-09G, Cahill Avenue/Brooks Boulevard Mill and Overlay

Councilmember Klein stated he noticed that some of the tolerances for the manhole covers had not been met along Cahill Avenue, near College Trail.

Mr. Thureen responded that the checklist of adjustments that needed to be made was almost complete.

**Motion by Klein, second by Madden, to approve Pay Voucher No. 1 for City Project No. 2008-09G, Cahill Avenue/Brooks Boulevard Mill and Overlay**

**Ayes: 5**

**Nays: 0 Motion carried.**

- S. Authorize Traffic Study of Pedestrian Crossing on Cahill Avenue in front of the Inver Grove Heights Middle School

Councilmember Madden clarified that the item would be brought back for further discussion after the cost and other details have been determined.

**Motion by Madden, second by Grannis, to Authorize Traffic Study of Pedestrian Crossing on Cahill Avenue in front of the Inver Grove Heights Middle School**

**Ayes: 5**

**Nays: 0 Motion carried.**

**5. PUBLIC COMMENT:**

**6. PUBLIC HEARINGS:** None.

**7. REGULAR AGENDA:**

**COMMUNITY DEVELOPMENT:**

- A. **LUND;** Consider a Resolution relating to a Conditional Use Permit to construct a three-season porch that would increase the impervious coverage on the lot to 29%

Mr. Link explained the request is for a conditional use permit to construct a 12'x14' porch onto the existing home. He stated the addition would increase the impervious coverage on the R-1C, Single Family Residential lot from 27% to 29%. He explained that staff reviewed the request and found it to be consistent with the Comprehensive Plan, determined it would have a negative impact on the public health, safety, or welfare and found it to be compatible with surrounding uses. He stated Planning and Engineering staff as well as the Planning Commission recommended approval of the request with the

conditions outlined in the resolution.

Mayor Tourville clarified that a Conditional Use Permit did not require identification of a hardship for approval.

Councilmember Madden asked if the applicant reviewed the conditions of approval.

Councilmember Klein asked if the applicant agreed with the conditions as listed.

Charles Lund, 6135 Boyer Path, stated he read and has agreed to the conditions listed in the resolution.

**Motion by Klein, second by Madden, to approve Resolution No. 09-174 relating to a Conditional Use Permit to construct a three-season porch that would increase the impervious coverage on the lot to 29%**

**Ayes: 5**

**Nays: 0      Motion carried.**

**B. CITY OF INVER GROVE HEIGHTS;** Consider a Zoning Code Amendment relating to exterior building materials in the rural zoning districts (A, E-1, E-2)

Mr. Link stated that this is the first reading of the ordinance amendment relating to exterior building materials. He explained that the current ordinance prohibits plastic hoop structures in rural residential areas and staff was directed to prepare an ordinance that would allow hoop structures in rural residential areas provided they met certain standards regarding zoning districts, minimum acreage, maximum hoop structure size, additional setbacks and number of hoop structures. He noted that after discussing the draft ordinance with the City attorney, staff proposed some revised language that would be incorporated for the second reading of the ordinance amendment. He stated both Planning staff and the Planning Commission recommended approval of the first reading.

**Motion by Klein, second by Madden, to approve the first reading of a Zoning Code Amendment relating to exterior building materials in the rural zoning districts (A, E-1, E-2)**

**Ayes: 5**

**Nays: 0      Motion carried.**

#### **PARKS AND RECREATION:**

**C. CITY OF INVER GROVE HEIGHTS;** Consider Approval of Tree Planting Plan for portions of Heritage Village Park

Mr. Carlson explained the Parks and Recreation Advisory Commission is asking the City Council to approve a tree planting plan and a seeding plan for Heritage Village Park. He noted that area one included the planting of 100 trees along 2500' feet of the Mississippi River Regional Trail underneath power lines.

Councilmember Madden commented that the federal government adopted a regulation that all rights-of-way underneath power lines had to be cleared.

Mr. Carlson stated that the plan for area one would be to plant the trees within the easement. He noted staff was told the trees could be planted provided they did not grow over twenty feet. He stated that staff would get that provision verified in writing by Xcel Energy. He explained that area two would consist of 100 trees planted in the prairie and West berm along the railroad track, and area three would consist of 100 trees planted in the North berm along the South St. Paul Gun Club. He added that Parks staff would work with EOR to plan the placement of trees for orderly development of the park. He stated that three quotes were received for the tree planting plan and the lowest quote was submitted by Gerten's in the amount of \$42,700. He noted that the quote included installation by the contractor, mulch, and regular watering by the contractor, and a one year warranty.

Mr. Carlson explained that quotes were also received for restoration of ground cover and the low bid for the seeding plan was submitted by Heikes in the amount of \$39,087. He stated the total cost for the recommended tree planting and seeding plans was \$81,787. He noted the funding is proposed to come from the Park Dedication and Development Fund.

Councilmember Madden questioned if funding for the entire project was readily available.

Mr. Carlson responded in the affirmative.

Councilmember Piekarski Krech asked if parks staff could handle the watering and maintenance of the trees.

Mr. Carlson stated after discussion it was determined that the maintenance and care for the trees needed to be done by the contractor in order to be eligible for the one year warranty.

Councilmember Grannis asked if any other quotes were received besides the two included with the packet.

Mr. Carlson stated that a total of three bids were received for the tree planting plan.

**Motion by Klein, second by Madden, to approve tree planting plan quote submitted by Gerten's in the amount of \$42,700 plus tax and the fall 2009 seeding plan quote submitted by Heikes in the amount of \$39,087 for portions of Heritage Village Park**

**Ayes: 5**

**Nays: 0      Motion carried.**

**PUBLIC WORKS:**

**D. CITY OF INVER GROVE HEIGHTS;** Consider Resolutions Declaring Costs to be Assessed and Scheduling an Assessment Hearing for City Project No. 2008-09D, South Grove Street Reconstruction Area 3

Mr. Thureen explained that the assessment hearing would be for last year's street reconstruction project in South Grove Area 3. He stated the proposed hearing would be scheduled for October 12<sup>th</sup> with a neighborhood information meeting scheduled for September 30<sup>th</sup>. He noted he would like to provide the updated benefit analysis and proposed assessment cap with the notice of hearing that would be sent to all affected residents.

**Motion by Piekarski Krech, second by Grannis, to adopt Resolution Nos. 09-175 and 09-176 declaring costs to be assessed and scheduling an assessment hearing for City Project No. 2008-09D, South Grove Street Reconstruction Area 3**

**Ayes: 5**

**Nays: 0      Motion carried.**

**E. CITY OF INVER GROVE HEIGHTS;** Consider Accepting Quotes and Awarding Contract for City Project Nos. 2009-12 through 2009-18, 2009 Storm Water Facility Maintenance Program

Mr. Thureen explained that six local contractors were solicited to quote work in seven maintenance zones that were identified in need of work to keep the storm water management system functioning properly. He stated the use of three different contractors is recommended over the seven zones. He stated that Total Construction is recommended for zones one and two, Arcon Construction is recommended for zones three and five, and Total Repair is recommended for zones four, six and seven. He noted the total program cost of \$103,631.98 is proposed to be funded via the Street Maintenance Division budget.

Councilmember Madden pointed out that Public Works Street Maintenance Division was able to complete the clearing and grubbing work in each zone and that saved \$124,965.

**Motion by Madden, second by Klein, to approve Resolution No. 09-177 accepting quotes and awarding contract for City Project Nos. 2009-12 through 2009-18, 2009 Storm Water Facility**

**Maintenance Program****Ayes: 5****Nays: 0****FINANCE:****F. CITY OF INVER GROVE HEIGHTS;** Consider Approval of Proposed 2010 Tax Levies and 2010 Proposed Budgets

Ms. Lanoue explained that the City must adopt the proposed 2010 tax levies and proposed budgets on or before September 15th. She stated that the budgets are still proposed and will change prior to final adoption in December. She explained the General Fund budget as proposed is 2% less than the 2009 amended budget and is mainly supported by the tax levy. She reviewed that the tax levies could be reduced, but not increased, after the proposed levies have been certified. She noted the proposed tax levy included two special levies to recuperate money that was unallotted by the state in 2008 and 2009. She stated the proposed city-wide levies are \$671,531 or 4.41% greater than in 2009 with an estimated 12.42% increase in the tax rate.

**Motion by Klein, second by Piekarski Krech, to adopt Resolution Nos. 09-164, 09-165, and 09-166 approving the proposed 2010 Tax Levies and 2010 Proposed Budgets and to schedule adoption of the final 2010 budgets and tax levy for the regularly scheduled City Council meeting on December 14, 2009 at 7:30 p.m.**

**Ayes: 5****Nays: 0      Motion carried.****ADMINISTRATION:****G. CITY OF INVER GROVE HEIGHTS;** Consider Resolution Authorizing Distribution of DCC Undesignated Fund Balance

Mr. Lynch stated the City is a part of the Joint Powers Agreement establishing and outlining the operations of the Dakota Communications Center. He explained that member cities are being asked to decide whether they would like to receive a credit in 2010 for the full amount of their share of the fund balance use, a one-time cash payment for the full amount, or a three-year credit, issued annually, against expenses. He recommended selecting the one-time cash payment for the full amount.

Councilmember Klein asked what would be done with that money.

Mr. Lynch stated it would be placed in the General Fund.

Councilmember Klein suggested allocating a separate account for the money so its use could be tracked.

Councilmember Grannis said the same interest would be received.

**Motion by Madden, second by Klein, to adopt Resolution No. 09-178 authorizing the Distribution of DCC Undesignated Fund Balance in a single, cash payment to be allocated in a special account**

**Ayes: 5****Nays: 0      Motion carried.****8. MAYOR AND COUNCIL COMMENTS:**

Councilmember Madden discussed the success of Inver Grove Heights Days and suggested that the fireworks display start earlier in the future.

Councilmember Grannis noted that a Special Council Meeting to discuss the 2010 budget was scheduled for Monday, September 21<sup>st</sup> at 6:30 p.m.

Mr. Lynch added that he would be hosting a special budget presentation on October 14<sup>th</sup> at 6:30 p.m.

Councilmember Klein commented on the crack filling done in the South Grove area and asked that someone from engineering look into why all of the cracks were not filled.

**9. ADJOURN:** Motion by Grannis, second by Piekarski Krech, to adjourn. The meeting was adjourned by a unanimous vote at 8:20 p.m.

DRAFT

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

Meeting Date: September 28, 2009  
 Item Type: Consent  
 Contact: Cathy Shea 651-450-2521  
 Prepared by: Cathy Shea, Asst. Finance Director  
 Reviewed by: n/a

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

**PURPOSE/ACTION REQUESTED**

Approve the attached resolution approving disbursements for the period of September 10, 2009 to September 24, 2009.

**SUMMARY**

Shown below is a listing of the disbursements for the various funds for the period ending September 24, 2009. The detail of these disbursements is attached to this memo.

General & Special Revenue	\$314,029.44
Debt Service & Capital Projects	\$540,325.66
Enterprise & Internal Service	\$266,443.32
Escrows	<u>\$6323.24</u>

Grand Total for All Funds \$1,127,121.66

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

Attached to this summary for your action is a resolution approving the disbursements for the period September 10, 2009 to September 24, 2009 and the listing of disbursements requested for approval.

**DAKOTA COUNTY, MINNESOTA**

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION APPROVING DISBURSEMENTS FOR THE  
PERIOD ENDING SEPTEMBER 24, 2009**

**WHEREAS**, a list of disbursements for the period ending September 24, 2009 was presented to the City Council for approval;

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

General & Special Revenue	\$314,029.44
Debt Service & Capital Projects	\$540,325.66
Enterprise & Internal Service	\$266,443.32
Escrows	<u>\$6323.24</u>

Grand Total for All Funds     \$1,127,121.66

Adopted by the City Council of Inver Grove Heights this 28<sup>th</sup> day of September, 2009.

Ayes:

Nays:

\_\_\_\_\_  
George Tourville, Mayor

ATTEST:

\_\_\_\_\_  
Melissa Rheaume, Deputy City Clerk

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
09/14/2009	96265	US POSTMASTER - IGH	POLICE	101-4000-421.50-35		9/2009 * Total	132.00 132.00
09/14/2009	96266	OLD WORLD PIZZA	city of inver grove hgts	101-1100-413.50-75		9/2009 * Total	101.09 101.09
09/16/2009	96267	ACE PAINT & HARDWARE	cust 1126 cust 1126	101-6000-451.60-16 101-6000-451.60-16		9/2009 9/2009 * Total	34.67 16.00 50.67
09/16/2009	96274	ASPEN MILLS	acct 55077I	101-4200-423.60-45		9/2009 * Total	106.15 106.15
09/16/2009	96277	BITUMINOUS ROADWAYS, IN	cust 35265	101-5200-443.60-16		9/2009 * Total	117.65 117.65
09/16/2009	96278	BUDGET SIGN AND GRAPHIC	the grove	101-6000-451.60-65		9/2009 * Total	43.05 43.05
09/16/2009	96287	CRESCENT ELECTRIC SUPPL	acct 130393 acct 130393	101-6000-451.40-40 101-6000-451.40-40		9/2009 9/2009 * Total	165.85 71.81 237.66
09/16/2009	96290	DAKOTA CITY TREASURER-AU	acct 5070 acct 5070 acct 5070	101-4000-421.70-30 101-4200-423.70-50 101-5200-443.30-70		9/2009 9/2009 9/2009 * Total	1,336.08 1,125.12 46.88 2,508.08
09/16/2009	96292	DAKOTA ELECTRIC ASSN	acct 1093947	101-5400-445.40-20		9/2009 * Total	1,037.12 1,037.12
09/16/2009	96299	G & K SERVICES	acct 7494701 acct 7494701	101-5200-443.60-45 101-6000-451.60-45		9/2009 9/2009 * Total	49.49 108.52 158.01
09/16/2009	96309	HEIKES FARMS	inver grove hgts	101-5200-443.40-47		9/2009 * Total	2,985.06 2,985.06
09/16/2009	96318	JRK SEED & TURF SUPPLY	inver grove hgts city of inver grove hgts city of inver grove hgts	101-5200-443.40-47 101-5200-443.40-47 101-5200-443.40-47		9/2009 9/2009 9/2009 * Total	70.54 1,173.49 949.91 2,193.94
09/16/2009	96319	JTD INC SPORTS TURF SPE	city of inver grove	101-6000-451.60-16		9/2009 * Total	4,168.13 4,168.13
09/16/2009	96320	JUCKEL LANWCARE & SNOW	city of inver grove hgts	101-3300-419.30-70		9/2009 * Total	315.28 315.28
09/16/2009	96321	JUST RITE CONST INC	city of inver grove	101-6000-451.40-47		9/2009 * Total	14,225.00 14,225.00
09/16/2009	96324	LEVANDER, GILLEN & MILL	acct 92000E	101-4000-421.30-41		9/2009	19,167.32

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
09/16/2009	96325	LEXISNEXIS	cust 1369635	101-4000-421.50-20		9/2009	46.55
						* Total	19,167.32
09/16/2009	96327	LILLIE SUBURBAN NEWSPAP	cust 1363	101-1100-413.50-25		9/2009	8.00
			cust 1363	101-3200-419.50-25		9/2009	9.60
			cust 1363	101-3200-419.50-25		9/2009	9.60
			cust 1363	101-3200-419.50-25		9/2009	11.20
			cust 1363	101-3200-419.50-25		9/2009	9.60
			cust 1363	101-1100-413.50-25		9/2009	166.40
			cust 1363	101-1100-413.50-25		9/2009	35.20
			cust 1363	101-1100-413.50-25		9/2009	12.80
			cust 1363	101-1100-413.50-25		9/2009	9.60
			cust 1363	101-1100-413.50-25		9/2009	155.20
			cust 1363	101-1100-413.50-25		9/2009	43.20
			cust 1363	101-1100-413.50-25		* Total	470.40
09/16/2009	96329	MENARDS - WEST ST. PAUL	cust 30170270	101-6000-451.60-16		9/2009	73.86
						* Total	73.86
09/16/2009	96336	MN STATE FIRE CHIEFS AS	attende-eric bergum	101-4200-423.50-80		9/2009	640.00
						* Total	640.00
09/16/2009	96338	NAPA OF INVER GROVE HEI	cust 125	101-4200-423.60-65		9/2009	15.35
						* Total	15.35
09/16/2009	96339	NATURE CALLS, INC.	city of inver grove hgts	101-6000-451.40-65		9/2009	569.63
						* Total	569.63
09/16/2009	96341	OLSEN FIRE INSPECTION,	inver grove hgts	101-6000-451.40-40		9/2009	629.00
						* Total	629.00
09/16/2009	96342	PAPCO, INC.	cust cit012	101-6000-451.60-11		9/2009	484.35
			cust cit012	101-6000-451.60-11		9/2009	321.27
						* Total	805.62
09/16/2009	96344	PINE BEND PAVING, INC.	city of inver grove hgts	101-5200-443.60-16		9/2009	571.06
						* Total	571.06
09/16/2009	96347	PX PRODUCTS CO	city of inver grove hgts	101-6000-451.60-11		9/2009	60.21
						* Total	60.21
09/16/2009	96350	REGINA MEDICAL CENTER	city of inver grove hgts	101-4000-421.30-70		9/2009	158.00
						* Total	158.00
09/16/2009	96358	SIRCHIE FINGER PRINT LA	acct 55077	101-4000-421.60-65		9/2009	289.58
						* Total	289.58
09/16/2009	96359	SMITH-THILL, JUDY	baggage charge	101-4200-423.50-65		9/2009	55.00
			miscb renewal - c rogers	101-4200-423.50-70		9/2009	20.00
			hotel-fire chiefs confer	101-4200-423.50-75		9/2009	234.31
						* Total	309.31

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE # / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
09/16/2009	96360	SOLBERG AGGREGATE CO	city of inver grove hqts	101-5200-443.60-16		9/2009 * Total	395.23 395.23
09/16/2009	96362	STRAIGHT RIVER MEDIA	city of inver grove hqts	101-1100-413.50-32		9/2009 * Total	900.00 900.00
09/16/2009	96363	STREICHER'S	inver grove hqts pd	101-4000-421.60-18		9/2009 * Total	124.20 124.20
09/16/2009	96366	TIMESAVER OFF SITE SECR	inver grove hqts	101-1100-413.30-70		9/2009 * Total	228.00 228.00
09/16/2009	96367	TOTAL CONSTRUCTION & EQ	city of inver grove hqts	101-6000-451.40-40		9/2009 * Total	629.93 629.93
09/16/2009	96372	USA MOBILITY WIRELESS I	acct 03174091 police	101-4000-421.50-20		9/2009 * Total	26.56 26.56
09/16/2009	96373	VIKING PAINTS, INC.	cust cig50	101-6000-451.60-16		9/2009 * Total	537.20 537.20
09/16/2009	96375	WHAT WORKS INC	city of inver grove hqts	101-1100-413.30-70		9/2009 * Total	555.00 555.00
09/16/2009	96377	XCEL ENERGY	acct 5164318574	101-4200-423.40-10		9/2009 9/2009 * Total	85.66 1,249.58 1,335.24
09/16/2009	96378	XCEL ENERGY	acct 5152791130	101-5200-443.40-20		9/2009 9/2009 * Total	1,069.69 8,881.86 9,951.55
09/16/2009	96379	XCEL ENERGY	acct 5164351291	101-5400-445.40-20		9/2009 * Total	125.87 125.87
09/16/2009	96382	XCEL ENERGY	acct 5151854463	101-4000-421.40-42		9/2009 * Total	40.53 40.53
09/21/2009	96385	IPMA - HR MINNESOTA	attende teppen/brinkman	101-1100-413.50-80		9/2009 * Total	40.00 40.00
09/24/2009	96386	AARCEE PARTY & TENT REN	city of inver grove	101-6000-451.60-65		9/2009 * Total	600.00 600.00
09/24/2009	96387	ACE PAINT & HARDWARE	acct 1126	101-6000-451.40-40		9/2009 * Total	20.27 20.27
09/24/2009	96389	AFSCME COUNCIL 5	9/5 - 9/18	101-0000-203.10-00		9/2009 * Total	883.71 883.71
09/24/2009	96399	ASPEN MILLS	acct 55077i	101-4200-423.60-45		9/2009 9/2009 * Total	138.35 8.55 146.90

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09/24/2009	96400	AVR, INC.	acct 4753 acct 4753	101-6000-451.40-47 101-6000-451.40-47		9/2009 9/2009 * Total	648.73 71.09 719.82
09/24/2009	96401	BATTERIES PLUS	acct c1034	101-4200-423.60-65		9/2009 * Total	32.05 32.05
09/24/2009	96407	CITY OF SAINT PAUL	city of inver grove hgts	101-5200-443.60-16		9/2009 * Total	259.32 259.32
09/24/2009	96415	DANNER LANDSCAPING	city of inver grove hgts 6911	101-5200-443.60-16 101-6000-451.60-16		9/2009 9/2009 * Total	23.51 534.38 557.89
09/24/2009	96417	DEPT OF EMPLOYMENT & EC	attende; tom link	101-3000-419.50-80		9/2009 * Total	199.00 199.00
09/24/2009	96418	DLT SOLUTIONS INC	city of inver grove hgts	101-5100-442.60-42		9/2009 * Total	3,405.90 3,405.90
09/24/2009	96420	ELDER-JONES BUILDING PE	3678 conroy ct	101-0000-322.10-00		9/2009 * Total	82.60 82.60
09/24/2009	96423	EMERGENCY APPARATUS MAI	city of inver grove hgts	101-4200-423.40-41		9/2009 * Total	1,193.98 1,193.98
09/24/2009	96426	FEDEX KINKO'S	acct 9980016701 acct 9980016701	101-3300-419.50-30 101-5200-443.40-47		9/2009 9/2009 * Total	27.41 98.74 126.15
09/24/2009	96427	FIRE SAFETY USA	city of inver grove	101-4200-423.40-41		9/2009 * Total	398.00 398.00
09/24/2009	96428	G & K SERVICES	acct 7494701 acct 7494701	101-5200-443.60-45 101-6000-451.60-45		9/2009 9/2009 * Total	49.49 54.67 104.16
09/24/2009	96434	GERTEENS	184536	101-6000-451.60-16		9/2009 * Total	106.83 106.83
09/24/2009	96435	GFOA	attende; ann lanoue	101-2000-415.50-80		9/2009 * Total	135.00 135.00
09/24/2009	96436	GFOA	attende; cathy shea	101-2000-415.50-80		9/2009 * Total	135.00 135.00
09/24/2009	96437	GOPHER SIGN	city of inver grove hgts	101-5200-443.60-16		9/2009 * Total	39.12 39.12
09/24/2009	96442	HEALTH PARTNERS	cobra cobra	101-0000-203.07-00 101-0000-203.08-00		9/2009 9/2009 * Total	1,511.14 214.48 1,725.62

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09/24/2009	96443	HEALTH PARTNERS	OCTOBER 2009	101-0000-203.07-00		9/2009	86,237.27
			OCTOBER 2009	101-0000-203.08-00		9/2009	6,970.16
						* Total	93,207.43
09/24/2009	96446	HENNING FIRE PROTECTION	inver grove hgt pd	101-4000-421.60-65		9/2009	45.00
						* Total	45.00
09/24/2009	96448	HOME DEPOT CREDIT SERVI	acct 6035322502554813	101-4200-423.60-65		9/2009	153.54
						* Total	153.54
09/24/2009	96451	INFINITY WIRELESS	inver grove hgts fd	101-4200-423.60-40		9/2009	19.38
						* Total	19.38
09/24/2009	96453	INTOXIMETERS	inver grove hgts	101-4000-421.60-65		9/2009	101.53
						* Total	101.53
09/24/2009	96455	INVER HILLS COMMUNITY B	city of inver grove hgts	101-1000-413.70-60		9/2009	1,000.00
						* Total	1,000.00
09/24/2009	96456	INVERCITY PRINTING INC	inver grove hgts	101-5100-442.50-30		9/2009	201.04
						* Total	201.04
09/24/2009	96457	J-C PRESS	city of inver grove hgts	101-1100-413.50-32		9/2009	3,462.75
						* Total	3,462.75
09/24/2009	96459	JOHNSTON, MARK	garbage bags	101-4200-423.60-11		9/2009	17.76
						* Total	17.76
09/24/2009	96466	LAVALLEY, ANNETTE	pants/boots uniform	101-4000-421.60-45		9/2009	156.95
						* Total	156.95
09/24/2009	96470	LEVANDER, GILLEN & MILL	client 81000e	101-1000-413.30-40		9/2009	360.00
			client 81000e	101-1000-413.30-42		9/2009	7,561.14
			client 81000e	101-3000-419.30-42		9/2009	146.27
			client 81000e	101-3200-419.30-42		9/2009	4,635.77
			client 81000e	101-4000-421.30-41		9/2009	241.80
			client 81000e	101-4200-423.30-42		9/2009	98.94
			client 81000e	101-5000-441.30-42		9/2009	3,059.20
			client 81000e	101-5100-442.30-42		9/2009	144.00
			client 81000e	101-6000-451.30-42		9/2009	740.00
						* Total	16,987.12
09/24/2009	96473	MENDOTA HEIGHTS FIRE DE	jumper	101-4200-423.60-06		9/2009	150.00
						* Total	150.00
09/24/2009	96477	MN LIFE INSURANCE CO	policy 0027324	101-0000-203.09-00		9/2009	1,847.03
			policy 0027324	101-1100-413.20-62		9/2009	76.23
			policy 0027324	101-2000-415.20-62		9/2009	93.02
			policy 0027324	101-3000-419.20-62		9/2009	29.24
			policy 0027324	101-3200-419.20-62		9/2009	40.34
			policy 0027324	101-3300-419.20-62		9/2009	57.37
			policy 0027324	101-4000-421.20-62		9/2009	478.57
			policy 0027324	101-4200-423.20-62		9/2009	37.94

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09/24/2009	96477	MN LIFE INSURANCE CO	policy 0027324	101-5000-441.20-62		9/2009	22.67
			policy 0027324	101-5100-442.20-62		9/2009	117.10
			policy 0027324	101-5200-443.20-62		9/2009	74.41
			policy 0027324	101-6000-451.20-62		9/2009	91.93
						* Total	2,965.85
09/24/2009	96479	NAT'L FIRE PROTECTION A	member 116140	101-4200-423.60-06		9/2009	1,547.62
						* Total	1,547.62
09/24/2009	96481	NEENAH FOUNDRY COMPANY	inver grove hgts	101-5200-443.40-46		9/2009	972.96
						* Total	972.96
09/24/2009	96483	NEXTEL COMMUNICATIONS	acct 266183728	101-4200-423.50-20		9/2009	618.10
						* Total	618.10
09/24/2009	96484	NEXTEL COMMUNICATIONS	cust 487383319	101-6000-451.50-20		9/2009	406.74
						* Total	406.74
09/24/2009	96485	NEXTEL COMMUNICATIONS	acct 573073317	101-1100-413.50-20		9/2009	37.87
						* Total	37.87
09/24/2009	96487	NORTHLAND CHEMICAL CORP	5026106	101-6000-451.60-35		9/2009	152.62
						* Total	152.62
09/24/2009	96489	PINE BEND PAVING, INC.	4738	101-6000-451.40-46		9/2009	26,800.00
						* Total	26,800.00
09/24/2009	96490	PRAIL, RYAN V	lunch - maag training	101-4000-421.50-75		9/2009	12.08
						* Total	12.08
09/24/2009	96497	SIRCHIE FINGER PRINT LA	55077	101-4000-421.60-65		9/2009	150.35
						* Total	150.35
09/24/2009	96498	SOLBERG AGGREGATE CO	inver grove hgts	101-5200-443.60-16		9/2009	394.56
						* Total	394.56
09/24/2009	96501	STEENBERG SPECIALTIES	igh fd	101-4200-423.40-40		9/2009	368.83
						* Total	368.83
09/24/2009	96504	T MOBILE	acct 494910368	101-5100-442.50-20		9/2009	99.98
						* Total	99.98
09/24/2009	96507	UNITED WAY	9/5 - 9/18	101-0000-203.13-00		9/2009	178.00
						* Total	178.00
09/24/2009	96509	VERMILLION STATE BANK	fire prevetion	101-4200-423.60-06		9/2009	112.00
						* Total	112.00
09/24/2009	96510	VIKING PAINTS, INC.	cust cig50	101-6000-451.60-16		9/2009	537.20
						* Total	537.20
09/24/2009	96514	XCEL ENERGY	acct 5147791673	101-6000-451.40-10		9/2009	110.19
			acct 5147791673	101-6000-451.40-20		9/2009	1,318.39

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09/16/2009	96327	LILLIE SUBURBAN NEWSPAP	cust 1363	91 Checks	** Fund Total	9/2009 * Total	230,231.25 1,428.58
09/24/2009	96470	LEVANDER, GILLEN & MILL	client 81000e	1 Checks	** Fund Total	9/2009 * Total	10.67 10.67
09/24/2009	96470	LEVANDER, GILLEN & MILL	client 81000e	1 Checks	** Fund Total	9/2009 * Total	10.67 430.21 430.21
09/24/2009	96470	LEVANDER, GILLEN & MILL	client 81000e	1 Checks	** Fund Total	9/2009 * Total	430.21 85.00 85.00
09/24/2009	96470	LEVANDER, GILLEN & MILL	client 81000e	1 Checks	** Fund Total	9/2009 * Total	85.00 85.00
09/24/2009	96488	PARK CONSTRUCTION COMPA	clark road extension	2 Checks	** Fund Total	9/2009 * Total	54,881.64 54,881.64
09/16/2009	96270	AMERICAN ENGINEERING TE	city of inver grove hgts	2 Checks	** Fund Total	9/2009 * Total	54,966.64 1,505.40 1,505.40
09/16/2009	96322	KRECH, O'BRIEN, MUELLER	city of inver grove hgts	2 Checks	** Fund Total	9/2009 * Total	8,014.00 8,014.00
09/16/2009	96369	UNION PACIFIC RAILROAD	folder no 02560-20	2 Checks	** Fund Total	9/2009 * Total	3,000.00 3,000.00
09/16/2009	96376	WSB & ASSOCIATES, INC.	city of inver grove hgts	2 Checks	** Fund Total	9/2009 * Total	228.00 228.00
09/24/2009	96396	APPLIED ECOLOGICAL SERV	bohrer pond	2 Checks	** Fund Total	9/2009 * Total	25,432.32 25,432.32
09/24/2009	96445	HENNEN CONSTRUCTION COM	southern sanitary sewer	2 Checks	** Fund Total	9/2009 * Total	60,012.21 60,012.21
09/24/2009	96470	LEVANDER, GILLEN & MILL	client 81000e	7 Checks	** Fund Total	9/2009 * Total	600.50 600.50
09/16/2009	96376	WSB & ASSOCIATES, INC.	city of inver grove hgts	7 Checks	** Fund Total	9/2009 * Total	98,792.43 17,694.00 17,694.00

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09/24/2009	96402	BONESTROO, ROSENE, ANDE	170728	429-5929-729.30-30	0929	9/2009	7,927.18
			170729	429-5923-729.30-30	0923	9/2009	104.00
						* Total	8,031.18
09/24/2009	96470	LEVANDER, GILLEN & MILL	client 81000e	429-5901-729.30-42	0901	9/2009	154.00
			client 81000e	429-5929-729.30-42	0929	9/2009	81.50
						* Total	235.50
09/24/2009	96496	SHORT ELLIOTT HENDRICKS	222130	429-5924-729.30-70	0924	9/2009	24,576.50
						* Total	24,576.50
				4 Checks	** Fund Total		50,537.18
09/16/2009	96270	AMERICAN ENGINEERING TE	cust inv001	440-5900-740.30-34	0909D	9/2009	4,909.10
			cust inv001	440-5900-740.30-34	0909B	9/2009	185.40
						* Total	5,094.50
09/16/2009	96303	GORMAN SURVEYING, INC	city of inver grove	440-5900-740.30-32	0909D	9/2009	5,380.03
						* Total	5,380.03
09/16/2009	96332	METZEN APPRAISALS	city of inver grove	440-5900-740.30-70	0809D	9/2009	15,000.00
						* Total	15,000.00
09/24/2009	96391	AMERICAN ENGINEERING TE	billed to danner inc.	440-5900-740.30-34	0809F	9/2009	527.90
			city of inver grove hgts	440-5900-740.30-34	0809F	9/2009	1,855.10
						* Total	2,383.00
09/24/2009	96426	FEDEX KINKO'S	acct 9980016701	440-5900-740.50-30	0809F	9/2009	15.26
						* Total	15.26
09/24/2009	96470	LEVANDER, GILLEN & MILL	client 81000e	440-5900-740.30-42	0909D	9/2009	68.00
						* Total	68.00
				6 Checks	** Fund Total		27,940.79
09/24/2009	96430	G & M TREE MOVING INC	395	443-5900-743.60-16		9/2009	1,640.00
						* Total	1,640.00
				1 Checks	** Fund Total		1,640.00
09/24/2009	96393	AMES CONSTRUCTION INC	northwest trunk utility	446-5915-746.80-30	0315	9/2009	61,759.97
						* Total	61,759.97
09/24/2009	96394	AMES CONSTRUCTION INC	northwest trunk utility	446-5915-746.80-30	0315	9/2009	240,357.03
						* Total	240,357.03
09/24/2009	96413	DAKOTA CTY PROPERTY REC	2nd half of taxes	446-5915-746.80-10	0315	9/2009	1,844.11
						* Total	1,844.11
09/24/2009	96414	DAKOTA CTY PROPERTY REC	2nd half of taxes	446-5915-746.80-10	0315	9/2009	1,521.80
						* Total	1,521.80
09/24/2009	96470	LEVANDER, GILLEN & MILL	client 81000e	446-5915-746.30-42	0315	9/2009	418.50

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09/16/2009	96327	LILLIE SUBURBAN NEWSPAP	cust 1363	452-9000-570.50-25	** Fund Total	9/2009	10.66
						* Total	10.66
09/16/2009	96327	LILLIE SUBURBAN NEWSPAP	cust 1363	453-9000-570.50-25	** Fund Total	9/2009	10.67
						* Total	10.67
09/16/2009	96267	ACE PAINT & HARDWARE	cust 1126 acct 1126 acct 1126	501-7100-512.60-16	** Fund Total	9/2009	14.41
						9/2009	4.80
						9/2009	10.12
						* Total	29.33
09/16/2009	96276	BAARS MECHANICAL, INC.	city of inver grove hgts	501-7100-512.30-70	** Fund Total	9/2009	149.00
						* Total	149.00
09/16/2009	96282	CITY OF BLOOMINGTON	city of inver grove hgts	501-7100-512.30-70	** Fund Total	9/2009	560.00
						* Total	560.00
09/16/2009	96291	DAKOTA ELECTRIC ASSN	acct 2148310	501-7100-512.40-20	** Fund Total	9/2009	8.25
						* Total	8.25
09/16/2009	96299	G & K SERVICES	acct 7494701	501-7100-512.60-45	** Fund Total	9/2009	28.48
						* Total	28.48
09/16/2009	96302	GOPHER STATE ONE-CALL	acct cinght1	501-7100-512.30-70	** Fund Total	9/2009	707.60
						* Total	707.60
09/16/2009	96307	HD SUPPLY WATERWORKS LT	cust 099872	501-7100-512.40-43	** Fund Total	9/2009	173.80
						* Total	173.80
09/16/2009	96334	MN DEPT OF HEALTH	city of inver grove hgts	501-0000-381.10-00	** Fund Total	9/2009	11,659.00
						* Total	11,659.00
09/16/2009	96335	MN PIPE & EQUIPMENT	acct 2195 acct 2195	501-7100-512.60-16	** Fund Total	9/2009	7,372.14
						9/2009	3,662.82
						* Total	3,709.32
09/16/2009	96368	TWIN CITY FILTER SERVIC	city of inver grove hgts	501-7100-512.40-40	** Fund Total	9/2009	605.00
						* Total	605.00
09/16/2009	96381	XCEL ENERGY	acct 5160987097	501-7100-512.40-20	** Fund Total	9/2009	4,204.49
						* Total	4,204.49
09/24/2009	96428	G & K SERVICES	acct 7494701	501-7100-512.60-45	** Fund Total	9/2009	66.18
						* Total	66.18
						* Total	418.50
						* Total	305,901.41

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09/24/2009	96433	GERTEN'S LANDSCAPING	inver grove hghts	501-7100-512.60-16		9/2009	171.13
			inver grove hghts	501-7100-512.60-16		9/2009	235.25
						* Total	406.38
09/24/2009	96449	HOME DEPOT CREDIT SERVI	acct 6035322502691268	501-7100-512.60-16		9/2009	269.63
						* Total	269.63
09/24/2009	96477	MN LIFE INSURANCE CO	policy 0027324	501-7100-512.20-62		9/2009	52.75
						* Total	52.75
09/24/2009	96478	MN PIPE & EQUIPMENT	cust 2195	501-7100-512.40-43		9/2009	1,705.24
			cust 2195	501-7100-512.40-43		9/2009	477.73
						* Total	2,182.97
09/24/2009	96499	SPRINT	acct 842483314	501-7100-512.50-20		9/2009	275.13
						* Total	275.13
09/24/2009	96503	SUSA - SECRETARY/TREASU	attende; dan mcmanus	501-7100-512.50-80		9/2009	135.00
						* Total	135.00
				18 Checks	** Fund Total		25,322.31
09/16/2009	96299	G & K SERVICES	acct 7494701	502-7200-514.60-45		9/2009	12.21
						* Total	12.21
09/16/2009	96331	METROPOLITAN COUNCIL	acct 5084	502-7200-514.40-15		9/2009	114,043.79
						* Total	114,043.79
09/24/2009	96419	EDINA REALTY RELOCATION	REQUESTED CREDIT REFUND	502-0000-116.00-00		9/2009	44.89
						* Total	44.89
09/24/2009	96428	G & K SERVICES	acct 7494701	502-7200-514.60-45		9/2009	28.36
						* Total	28.36
09/24/2009	96460	KEY TITLE	REQUESTED CREDIT REFUND	502-0000-116.00-00		9/2009	77.46
						* Total	77.46
09/24/2009	96463	LACY, DEAN	REQUESTED CREDIT REFUND	502-0000-116.00-00		9/2009	40.49
						* Total	40.49
09/24/2009	96464	LAKE COVE VILLAGE APART	REQUESTED CREDIT REFUND	502-0000-116.00-00		9/2009	1,980.00
						* Total	1,980.00
09/24/2009	96477	MN LIFE INSURANCE CO	policy 0027324	502-7200-514.20-62		9/2009	34.04
						* Total	34.04
09/24/2009	96494	SEILS, KAREN	REQUESTED CREDIT REFUND	502-0000-116.00-00		9/2009	100.00
						* Total	100.00
				9 Checks	** Fund Total		116,361.24
09/16/2009	96272	ARCTIC GLACIER, INC.	acct 1726134	503-8300-524.60-65		9/2009	97.48
			acct 1726134	503-8300-524.60-65		9/2009	97.48

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09/16/2009	96272	ARCTIC GLACIER, INC.	acct 1726134	503-8300-524.60-65		9/2009 * Total	41.20 236.16
09/16/2009	96283	COCA COLA BOTTLING COMP	acct 3079049	503-8300-524.76-10		9/2009 * Total	570.45 570.45
09/16/2009	96284	COLLEGE CITY BEVERAGE	acct 3592 acct 3592	503-8300-524.76-15 503-8300-524.76-15		9/2009 9/2009 * Total	360.60 123.20 483.80
09/16/2009	96298	G & K SERVICES	acct 0157401	503-8600-527.60-45		9/2009 * Total	86.20 86.20
09/16/2009	96300	GEMPLER'S INC.	acct 5488419	503-8600-527.60-65		9/2009 * Total	102.70 102.70
09/16/2009	96306	GRANDMA'S BAKERY	acct 24400 acct 24400	503-8300-524.76-05 503-8300-524.76-05 503-8300-524.76-05 503-8300-524.76-05 503-8300-524.76-05 503-8300-524.76-05 503-8300-524.76-05 503-8300-524.76-05 503-8300-524.76-05 503-8300-524.76-05 503-8300-524.76-05 503-8300-524.76-05 503-8300-524.76-05		9/2009 9/2009 9/2009 9/2009 9/2009 9/2009 9/2009 9/2009 9/2009 9/2009 9/2009 9/2009 9/2009 * Total	49.34 41.79 54.88 54.88 54.88 54.88 41.79 41.79 39.02 34.24 54.88 52.11 36.25 610.73
09/16/2009	96308	HEGGIES PIZZA	cust 1708	503-8300-524.76-05		9/2009 * Total	67.40 67.40
09/16/2009	96315	JJ TAYLOR DIST. COMPANY	acct 834	503-8300-524.76-15		9/2009 * Total	141.60 141.60
09/16/2009	96328	M. AMUNDSON LLP	cust 902858	503-8300-524.76-05		9/2009 * Total	186.05 186.05
09/16/2009	96345	PLAISTED COMPANIES, INC	acct inwl	503-8600-527.60-20		9/2009 * Total	777.48 777.48
09/16/2009	96346	PRECISION TURF & CHEMIC	inverwood golf course inverwood golf course inverwood golf course inverwood golf course	503-8600-527.60-30 503-8600-527.60-35 503-8600-527.60-30 503-8600-527.60-30		9/2009 9/2009 9/2009 9/2009 * Total	1,160.66- 255.16 1,774.13 1,977.19 2,845.82
09/16/2009	96371	US FOODSERVICE	acct 223000 acct 223000 acct 223000	503-8300-524.60-65 503-8300-524.76-05 503-8300-524.76-10		9/2009 9/2009 9/2009 * Total	111.72 527.09 28.08 666.89

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
09/24/2009	96390	ALL STAR PRO GOLF, INC.	inverwood golf course	503-8200-523.76-40		9/2009 * Total	320.18 320.18
09/24/2009	96398	ARCTIC GLACIER, INC.	inverwood golf course	503-8300-524.60-65		9/2009 * Total	89.44 54.60 144.04
09/24/2009	96408	COLLEGE CITY BEVERAGE	cust 3592	503-8300-524.76-15		9/2009 * Total	92.40 92.40
09/24/2009	96410	COPY RIGHT	inver wood	503-8000-521.50-30		9/2009 * Total	573.32 573.32
09/24/2009	96425	FARM PLAN	acct 7532596900	503-8600-527.40-42		9/2009 * Total	6.10 6.10
09/24/2009	96429	G & K SERVICES	cust 0157401	503-8600-527.60-45		9/2009 * Total	80.23 80.23
09/24/2009	96432	GARY'S PEST CONTROL	city of inver grove hgts	503-8500-526.40-40		9/2009 * Total	69.47 69.47
09/24/2009	96438	GRANDMA'S BAKERY	cust 24400	503-8300-524.76-05		9/2009 * Total	36.25 25.93 54.88
09/24/2009	96444	HEGGIES PIZZA	cust 1708	503-8300-524.76-05		9/2009 * Total	69.30 69.30
09/24/2009	96452	INTEGRA TELECOM	cust 5259	503-8500-526.60-65		9/2009 * Total	312.74 1,385.63 1,698.37
09/24/2009	96477	MN LIFE INSURANCE CO	policy 0027324	503-8000-521.20-62		9/2009 * Total	10.73 24.80 41.82 77.35
09/24/2009	96480	NATURE CALLS, INC.	inverwood golf	503-8600-527.40-65		9/2009 * Total	102.75 102.75
09/24/2009	96505	TDS METROCOM	acct 651 4573667	503-8500-526.50-20		9/2009 * Total	195.36 195.36
09/24/2009	96506	TURFWERKS	cus t11331	503-8600-527.40-42		9/2009	597.09

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
09/24/2009	96508	US FOODSERVICE	cust 223000 cust 223000	503-8300-524.60-65 503-8300-524.76-05		9/2009 9/2009 * Total	195.29 329.31 524.60
09/24/2009	96516	YOCUM OIL COMPANY, INC.	cust 506975 cust 506975 cust 506975 inverwood golf course	503-8400-525.60-21 503-8600-527.60-21 503-8600-527.60-21 503-8400-525.60-21		9/2009 9/2009 9/2009 9/2009 * Total	1,042.64 1,589.65 1,521.66 1,037.53 5,191.48
09/16/2009	96310	HUBRED, JERRY	inver grove hgts p & R	504-6100-452.50-90	R20140	9/2009 * Total	925.00 925.00
09/16/2009	96313	INVER GROVE HEIGHTS SEN	vmcc	504-0000-227.10-00		9/2009 * Total	24.00 24.00
09/16/2009	96314	ISD #199	vmcc	504-0000-227.10-00		9/2009 * Total	524.00 524.00
09/16/2009	96343	PETERSEN, TRACY	tent for harmon farms	504-6100-452.60-40	R90100	9/2009 * Total	219.75 219.75
09/16/2009	96355	SAM'S CLUB	acct 7715090065702540	504-6100-452.60-09	R40140	9/2009 * Total	384.02 384.02
09/16/2009	96365	THOMAS, DANIEL	youth archery class	504-6100-452.30-70	R20920	9/2009 * Total	240.00 240.00
09/24/2009	96387	ACE PAINT & HARDWARE	cust 1126	504-6100-452.60-09	R20680	9/2009 * Total	6.40 6.40
09/24/2009	96392	AMERICAN SOCCER COMPANY	acct254651 acct254651	504-6100-452.60-45 504-6100-452.60-45	R40140 R40140	9/2009 9/2009 * Total	25.40 1,503.85 1,529.25
09/24/2009	96395	ANDERSON RACE MANAGEMENT	harmon farms trail runs	504-6100-452.30-70	R32000	9/2009 * Total	1,058.90 1,058.90
09/24/2009	96405	CERO, ANDREW	OFFICIAL FEES	504-6100-452.30-70	R40200	9/2009 * Total	30.00 30.00
09/24/2009	96406	CHAMPIONSHIP PRODUCTS	acct igh parks & rec acct igh parks & rec acct igh parks & rec acct igh parks & rec acct igh parks & rec 27215	504-6100-452.60-45 504-6100-452.60-45 504-6100-452.60-45 504-6100-452.60-45 504-6100-452.60-45 504-6100-452.60-45	R40140 R40140 R40140 R40140 R40140 R32000	9/2009 9/2009 9/2009 9/2009 9/2009 9/2009 * Total	417.15 278.10 278.10 319.50 15.00 945.00 2,252.85
29 Checks ** Fund Total							17,019.52

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE # / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
09/24/2009	96431	GARCIA, GIL	class canceled class canceled	504-0000-207.03-00 504-0000-347.00-00	R55000	9/2009 9/2009 * Total	2.66 37.34 40.00
09/24/2009	96440	HANSEN, ROBERT	class canceled class canceled	504-0000-207.03-00 504-0000-347.00-00	R55000	9/2009 9/2009 * Total	2.66 37.34 40.00
09/24/2009	96450	HOMEGROWN LACROSSE	cust id mplslax	504-6100-452.30-70	R40900	9/2009 * Total	260.00 260.00
09/24/2009	96461	KIMBLE, AMANDA	shelter rental cancelatio	504-0000-347.00-00	R60400	9/2009 * Total	49.00 49.00
09/24/2009	96471	MCDONALD, PHILLIP	OFFICIAL FEES	504-6100-452.30-70	R40200	9/2009 * Total	30.00 30.00
09/24/2009	96477	MN LIFE INSURANCE CO	policy 0027324	504-6100-452.20-62	R90100	9/2009 * Total	68.78 68.78
09/24/2009	96482	NEILSEN, ERIC	OFFICIAL FEES	504-6100-452.30-70	R40200	9/2009 * Total	20.00 20.00
09/24/2009	96493	SAVE A LIFE	962	504-6100-452.30-70	R32000	9/2009 * Total	70.00 70.00
09/24/2009	96517	3RD LAIR SKATEPARK	city of inver grove	504-6100-452.30-70	R41050	9/2009 * Total	775.20 775.20
20 Checks ** Fund Total							8,547.15
09/16/2009	96267	ACE PAINT & HARDWARE	cust 1126 cust 1126 cust 1126	505-6200-453.60-16 505-6200-453.60-16 505-6200-453.60-16	C21000 C21000 C25000	9/2009 9/2009 9/2009 * Total	18.10 9.93 11.72 39.75
09/16/2009	96268	ADOLPH KIEFFER & ASSOCIA	cust c258997	505-6200-453.60-40	C70000	9/2009 * Total	53.95 53.95
09/16/2009	96271	AMERICAN RED CROSS	cust x10866	505-6200-453.60-18	C51000	9/2009 * Total	420.00 420.00
09/16/2009	96279	BUELOW AND ASSOCIATES I	city of inver grove hgts	505-6200-453.30-20	C21000	9/2009 * Total	1,568.10 1,568.10
09/16/2009	96283	COCA COLA BOTTLING COMP	acct 3291555	505-6200-453.76-10	C30400	9/2009 * Total	325.50 325.50
09/16/2009	96285	COMCAST	acct 8772105910277033	505-6200-453.50-70	C10000	9/2009 * Total	74.95 74.95
09/16/2009	96286	COMDATA	acct rh172 acct rh172	505-6200-453.60-65 505-6200-453.76-10	C10000 C65100	9/2009 9/2009	9.04 103.37

City of Inver Grove Heights  
CHECK REGISTER BY FUND

Prepared: 09/24/2009, 10:32:21  
Program: GM179L  
Bank: 00 City of Inver Grove Heights

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
09/16/2009	96289	CULLIGAN	acct 157011438908	505-6200-453.60-65	C10000	9/2009 * Total	23.00 112.41
09/16/2009	96293	ELECTRONIC COMM. SYSTEM	city of inver grove	505-6200-453.40-40	C25000	9/2009	468.93
			city of inver grove	505-6200-453.40-40	C25000	9/2009 * Total	204.91 673.84
09/16/2009	96296	FERRELLGAS	acct 7757735	505-6200-453.60-21	C21000	9/2009 * Total	194.62 194.62
09/16/2009	96301	GOPHER	acct 404658	505-6200-453.60-40	C70000	9/2009 * Total	195.60 195.60
09/16/2009	96304	GRAINGER	acct 806460150	505-6200-453.60-16	C21000	9/2009	50.51
			acct 806460150	505-6200-453.60-16	C25000	9/2009	83.03
			acct 806460150	505-6200-453.60-16	C21000	9/2009 * Total	13.15 146.69
09/16/2009	96311	HUEBSCH SERVICES	acct 92965	505-6200-453.40-40	C25000	9/2009 * Total	105.57 105.57
09/16/2009	96316	JOHNSON CONTROLS	city of inver grove hgts	505-6200-453.40-40	C25000	9/2009 * Total	431.50 431.50
09/16/2009	96329	MENARDS - WEST ST. PAUL	acct 30170270	505-6200-453.60-16	C21000	9/2009	77.02
			acct 30170270	505-6200-453.60-16	C25000	9/2009	105.25
			acct 30170270	505-6200-453.60-40	C10100	9/2009 * Total	20.98 203.25
09/16/2009	96330	MERCURY TECHNOLOGIES OF	cust cityigh	505-6200-453.40-25	C21000	9/2009 * Total	160.68 160.68
09/16/2009	96333	MIDWEST TESTING	inver grove hgts	505-6200-453.40-25	C21000	9/2009 * Total	495.00 495.00
09/16/2009	96337	MONEY MAILER OF THE TWI	inver grove hgts	505-6200-453.50-25	C91000	9/2009 * Total	400.00 400.00
09/16/2009	96349	RECREATION SUPPLY COMPA	cust m09501	505-6200-453.60-16	C25000	9/2009 * Total	108.52 108.52
09/16/2009	96351	RICE SOUND & SERVICE IN	city of inver grove hgts	505-6200-453.40-42	C70000	9/2009 * Total	199.00 199.00
09/16/2009	96352	SAFE-WAY BUS COMPANY	veterans memorial	505-6200-453.70-61	C65100	9/2009 * Total	867.50 867.50
09/16/2009	96354	SAM'S CLUB	acct 7715090061606950	505-6200-453.60-11	C25000	9/2009	32.33
			acct 7715090061606950	505-6200-453.60-40	C30300	9/2009	12.91
			acct 7715090061606950	505-6200-453.60-65	C50000	9/2009	479.81
			acct 7715090061606950	505-6200-453.76-05	C30400	9/2009	166.11

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
09/16/2009	96354	SAM'S CLUB	acct 7715090061606950	505-6200-453.76-10	C65100	9/2009 * Total	11.90 703.06
09/16/2009	96355	SAM'S CLUB	acct 7715090065702540	505-6200-453.76-05	C16000	9/2009 * Total	12.34 12.34
09/16/2009	96357	SCHINDLER ELEVATOR CORP	city of inver grove hghts	505-6200-453.40-40	C25000	9/2009 * Total	222.48 222.48
09/16/2009	96364	SUPREME AUDIO INC	acct 58774	505-6200-453.60-40	C70000	9/2009 * Total	51.00 51.00
09/16/2009	96370	UNITED STATES MECHANICA	the grove aquatics	505-6200-453.80-80	C21000	9/2009 * Total	30,675.00 30,675.00
09/16/2009	96374	VISTAR CORPORATION	cust 10095779	505-6200-453.60-65	C30200	9/2009	16.98
			cust 10095779	505-6200-453.76-05	C30200	9/2009	297.21
			cust 10135003	505-6200-453.76-05	C30400	9/2009	212.62
			cust 10095779	505-6200-453.60-65	C30200	9/2009	20.46
			cust 10095779	505-6200-453.76-05	C30200	9/2009 * Total	226.35 773.62
09/16/2009	96380	XCEL ENERGY	cust 5168679487	505-6200-453.40-10	C25000	9/2009	3,148.77
			cust 5168679487	505-6200-453.40-20	C25000	9/2009 * Total	24,496.68 27,645.45
09/24/2009	96387	ACE PAINT & HARDWARE	cust 1126	505-6200-453.60-16	C25000	9/2009	14.11
			cust 1126	505-6200-453.60-16	C25000	9/2009	20.62
			cust 1126	505-6200-453.60-16	C25000	9/2009 * Total	12.18 46.91
09/24/2009	96397	AQUA LOGIC, INC.	34686R	505-6200-453.40-42	C25000	9/2009 * Total	450.00 450.00
09/24/2009	96409	COMCAST	acct 8772105910127188	505-6200-453.50-70	C10000	9/2009 * Total	179.01 179.01
09/24/2009	96412	DAKOTA CITY	enrollment- d. robinson	505-0000-352.60-00	C65100	9/2009 * Total	68.90 68.90
09/24/2009	96441	HAWKINS, INC.	acct 108815	505-6200-453.60-15	C25000	9/2009 * Total	2,390.51 2,390.51
09/24/2009	96447	HILLYARD INC	acct 267670	505-6200-453.60-11	C25000	9/2009 * Total	134.62 134.62
09/24/2009	96458	JOHNSON CONTROLS	acct 288129520201	505-6200-453.40-40	C25000	9/2009 * Total	2,898.17 2,898.17
09/24/2009	96472	MENARDS - WEST ST. PAUL	acct 30170270	505-6200-453.60-16	C25000	9/2009	13.08
			acct 30170270	505-6200-453.60-40	C25000	9/2009 * Total	180.62 193.70

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
09/24/2009	96474	MN DEPT OF LABOR & INDU	veterans memorial	505-6200-453.50-70	C25000	9/2009 * Total	80.00 80.00
09/24/2009	96477	MN LIFE INSURANCE CO	policy 0027324	505-6200-453.20-62	C70000	9/2009 * Total	111.53 111.53
09/24/2009	96485	NEXTEL COMMUNICATIONS	acct 573073317	505-6200-453.50-20	C25000	9/2009 * Total	376.36 376.36
09/24/2009	96492	PUSH PEDAL PULL	veterans mem comm 19730	505-6200-453.60-40	C70000	9/2009	470.27
			veterans mem comm	505-6200-453.40-42	C70000	9/2009 * Total	50.65 50.65 571.57
09/24/2009	96495	SETON IDENTIFICATION PR	cust 10r1154771	505-6200-453.60-16	C21000	9/2009 * Total	139.15 139.15
09/24/2009	96500	SPRUNG SERVICES	city of inver grove hgts	505-6200-453.40-40	C25000	9/2009 * Total	555.23 555.23
09/24/2009	96502	SULLIVAN, PAUL	class canceled	505-0000-352.35-00	C51000	9/2009 * Total	49.00 49.00
09/24/2009	96512	WHITE, KIM	wrong package	505-0000-352.35-00	C71000	9/2009 * Total	75.00 75.00
09/24/2009	96513	WILKINSON, LINDA	class canceled	505-0000-352.35-00	C71000	9/2009 * Total	49.00 49.00
09/24/2009	96467	LEAGUE OF MN CITIES INS	1st installment	602-2100-415.50-09		9/2009 * Total	52,566.75 52,566.75
09/24/2009	96477	MN LIFE INSURANCE CO	policy 0027324	602-2100-415.20-62		9/2009 * Total	2.07 2.07
09/16/2009	96273	ARROW MOWER, INC.	inver grove hgts	603-5300-444.40-41		9/2009 * Total	12.61 12.61
09/16/2009	96275	ASTLEFORD INT'L & ISUZU	cust 1454	603-0000-145.50-00		9/2009 * Total	372.84 372.84
09/16/2009	96280	CANON BUSINESS SOLUTION	acct 1061833	603-5300-444.40-42		9/2009 * Total	387.46 387.46
09/16/2009	96281	CARQUEST OF ROSEMOUNT	acct 614420	603-5300-444.60-12		9/2009	13.12
			acct 614420	603-5300-444.40-41		9/2009	33.11
			acct 614420	603-5300-444.40-41		9/2009	201.95
			acct 614420	603-5300-444.40-41		9/2009	85.50
			acct 614420	603-0000-145.50-00		9/2009	31.07
					** Fund Total		75,251.04
					** Fund Total		52,566.75
					** Fund Total		52,566.75
					** Fund Total		2.07
					** Fund Total		2.07
					** Fund Total		52,568.82
					** Fund Total		12.61
					** Fund Total		12.61
					** Fund Total		372.84
					** Fund Total		372.84
					** Fund Total		387.46
					** Fund Total		387.46
					** Fund Total		13.12
					** Fund Total		33.11
					** Fund Total		201.95
					** Fund Total		85.50
					** Fund Total		31.07

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
09/16/2009	96281	CARQUEST OF ROSEMOUNT	acct 614420	603-5300-444.40-41		9/2009	93.44
			acct 614420	603-5300-444.60-40		9/2009	58.01
			acct 614420	603-5300-444.60-12		9/2009	53.88
			acct 614420	603-5300-444.40-41		9/2009	10.67
			acct 614420	603-5300-444.60-12		9/2009	25.52
						* Total	409.03
09/16/2009	96294	EMERGENCY AUTOMOTIVE TE	acct inver grove hgts	603-5300-444.80-70		9/2009	2,446.22
			acct inver grove hgts	603-5300-444.80-70		9/2009	156.05
						* Total	2,602.27
09/16/2009	96295	FACTORY MOTOR PARTS COM	acct 10799	603-5300-444.40-41		9/2009	277.62
			acct 10799	603-5300-444.40-41		9/2009	75.67
						* Total	353.29
09/16/2009	96297	FORCE AMERICA, INC.	acct 366100	603-0000-145.50-00		9/2009	253.17
						* Total	253.17
09/16/2009	96299	G & K SERVICES	acct 7494701	603-5300-444.40-65		9/2009	108.96
			acct 7494701	603-5300-444.60-45		9/2009	41.51
						* Total	150.47
09/16/2009	96312	INVER GROVE FORD	city of inver grove hgts	603-5300-444.40-41		9/2009	82.97
			city of inver grove hgts	603-5300-444.40-41		9/2009	30.59
			city of inver grove hgts	603-5300-444.40-41		9/2009	16.63
						* Total	130.19
09/16/2009	96323	LANGULA HARDWARE INC	city of inver grove hgts	603-5300-444.60-14		9/2009	254.35
						* Total	254.35
09/16/2009	96348	R & R CARPET SERVICE	city of inver grove hgts	603-5300-444.40-65		9/2009	78.00
						* Total	78.00
09/16/2009	96356	SCHARBER & SONS	city of inver grove hgts	603-5300-444.40-41		9/2009	178.48
						* Total	178.48
09/16/2009	96378	XCEL ENERGY	acct 5152791130	603-5300-444.40-20		9/2009	1,848.78
			acct 5152791130	603-5300-444.40-10		9/2009	85.60
						* Total	1,934.38
09/24/2009	96387	ACE PAINT & HARDWARE	cust 1126	603-5300-444.60-12		9/2009	14.94
						* Total	14.94
09/24/2009	96403	BOYER TRUCKS - PARTS DI	acct c20390	603-0000-145.50-00		9/2009	335.25
						* Total	335.25
09/24/2009	96404	CARQUEST OF ROSEMOUNT	acct 614420	603-5300-444.40-41		9/2009	10.10
			acct 614420	603-5300-444.40-41		9/2009	48.41
			acct 614420	603-5300-444.40-41		9/2009	23.45
			acct 614420	603-5300-444.40-41		9/2009	19.24
			acct 614420	603-5300-444.60-12		9/2009	10.47
			acct 614420	603-0000-145.50-00		9/2009	125.79
						* Total	237.46

Prepared: 09/24/2009, 10:32:21  
 Program: GM179L  
 Bank: 00 City of Inver Grove Heights

City of Inver Grove Heights  
 CHECK REGISTER BY FUND

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
09/24/2009	96421	ELECTRIC FIRE & SECURIT	city of inver grove hgts	603-5300-444.40-40		9/2009	80.16
						* Total	80.16
09/24/2009	96424	EMERGENCY AUTOMOTIVE TE	city of inver grove hgts	603-5300-444.80-70		9/2009	359.48
			city of inver grove hgts	603-5300-444.80-70		9/2009	96.00
						* Total	457.48
09/24/2009	96428	G & K SERVICES	acct 7494701	603-5300-444.40-65		9/2009	108.94
			acct 7494701	603-5300-444.60-45		9/2009	41.51
						* Total	150.45
09/24/2009	96439	HANCO CORPORATION	city of inver grove hgts	603-5300-444.40-41		9/2009	259.49
						* Total	259.49
09/24/2009	96454	INVER GROVE FORD	inver grove hgts	603-5300-444.40-41		9/2009	120.14
						* Total	120.14
09/24/2009	96462	KREMER SPRING SERVICES	inver grove hgts	603-5300-444.40-41		9/2009	131.15
			inver grove hgts	603-5300-444.40-41		9/2009	59.85
						* Total	191.00
09/24/2009	96465	LANGULA HARDWARE INC	inver grove hgts	603-5300-444.40-41		9/2009	80.87
			inver grove hgts	603-5300-444.40-41		9/2009	135.72
			inver grove hgts	603-5300-444.40-41		9/2009	95.55
						* Total	312.14
09/24/2009	96477	MN LIFE INSURANCE CO	policy 0027324	603-5300-444.20-62		9/2009	22.25
						* Total	22.25
09/24/2009	96486	NORTHLAND CHEMICAL CORP	inver grove hgts	603-5300-444.60-11		9/2009	146.39
						* Total	146.39
09/24/2009	96506	TURFWERKS	inver grove hgts	603-5300-444.40-41		9/2009	91.79
						* Total	91.79
09/24/2009	96511	WESTERN PETROLEUM COMPA	city of inver grove	603-0000-145.50-00		9/2009	898.30
						* Total	898.30
09/16/2009	96340	OFFICE EQUIPMENT FINANC	acct 923425	604-2200-416.40-50		9/2009	1,900.25
						* Total	1,900.25
09/24/2009	96411	CUTTING EDGE TECHNOLOGI	city of inver grove hgts	604-2200-416.40-44		9/2009	238.00
			city of inver grove hgts	604-2200-416.40-44		9/2009	513.00
						* Total	751.00
09/24/2009	96477	MN LIFE INSURANCE CO	policy 0027324	604-2200-416.20-62		9/2009	.94
						* Total	.94
09/24/2009	96491	PRECISION DATA SYSTEMS	vmcc-brite paper	604-2200-416.60-10		9/2009	495.00
			vmcc -brite/pastel	604-2200-416.60-10		9/2009	285.00
			vmcc - copy paper	604-2200-416.60-05		9/2009	159.00
						** Fund Total	10,433.78
						27 Checks	

City of Inver Grove Heights  
 CHECK REGISTER BY FUND

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
09/24/2009	96491	PRECISION DATA SYSTEMS	vmcc -color/ledger/brite	604-2200-416.60-10		9/2009 * Total	276.61 1,215.61
4 Checks ** Fund Total							3,867.80
09/16/2009	96348	R & R CARPET SERVICE	city of inver grove hgts	605-3100-419.40-65		9/2009 * Total	103.55 103.55
09/16/2009	96372	USA MOBILITY WIRELESS I	acct 03174935 admin	605-3100-419.40-65		9/2009 * Total	4.89 4.89
09/16/2009	96383	ZEE MEDICAL SERVICE	city of inver grove hgts	605-3100-419.60-65		9/2009 * Total	151.92 151.92
09/24/2009	96477	MN LIFE INSURANCE CO	policy 0027324	605-3100-419.20-62		9/2009 * Total	7.96 7.96
4 Checks ** Fund Total							268.32
09/16/2009	96269	ADVANCED TECHNOLOGY SYS	cityinver	606-1400-413.60-10		9/2009 * Total	75.00 75.00
09/24/2009	96388	ADVANCED TECHNOLOGY SYS	city of inver grove	606-1400-413.60-10		9/2009 * Total	701.52 701.52
09/24/2009	96416	DELL MARKETING	acct 019368783 acct 019368783	606-1400-413.60-41 606-1400-413.60-41		9/2009 * Total	32,881.00 4,682.82 37,563.82
09/24/2009	96422	ELEERT & ASSOCIATES	city of inver grove hgts	606-1400-413.30-70		9/2009 * Total	1,612.50 1,612.50
09/24/2009	96477	MN LIFE INSURANCE CO	policy 0027324	606-1400-413.20-62		9/2009 * Total	8.51 8.51
09/24/2009	96515	XEROX DIRECT	inver grove hgts	606-1400-413.60-41		9/2009 * Total	640.18 640.18
6 Checks ** Fund Total							40,601.53
09/16/2009	96288	CULLIGAN	acct 157984732428	702-0000-228.63-00		9/2009 * Total	70.57 70.57
09/16/2009	96361	STANTON, JOHN	11526 avery dr	702-0000-229.98-00		9/2009 * Total	2,500.00 2,500.00
09/18/2009	96384	DAKOTA CTY SHERIFF'S DE	michael joseph dorsey	702-0000-229.10-00		9/2009 * Total	300.00 300.00
09/24/2009	96470	LEVANDER, GILLEN & MILL	client 81000e client 81000e client 81000e client 81000e	702-0000-228.66-00 702-0000-228.73-00 702-0000-228.80-00 702-0000-229.61-00		9/2009 9/2009 9/2009 9/2009	2,155.45 336.40 150.60 132.00

Prepared: 09/24/2009, 10:32:21  
 Program: GM179L  
 Bank: 00 City of Inver Grove Heights

City of Inver Grove Heights  
 CHECK REGISTER BY FUND

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
09/24/2009	96470	LEVANDER, GILLEN & MILL	client 81000e	702-0000-230.25-00		9/2009	310.00
						* Total	3,084.45
				4 Checks	** Fund Total		5,955.02
09/16/2009	96317	JR'S APPLIANCE DISPOSAL	city of inver grove hgts	703-5500-446.40-25		9/2009	342.00
						* Total	342.00
09/24/2009	96470	LEVANDER, GILLEN & MILL	client 81000e	703-5500-446.30-42		9/2009	24.00
						* Total	24.00
09/24/2009	96477	MN LIFE INSURANCE CO	policy 0027324	703-5500-446.20-62		9/2009	2.22
						* Total	2.22
				3 Checks	** Fund Total		368.22
				292 Checks	*** Bank Total		1,127,121.66
				292 Checks	*** Grand Total		1,127,121.66

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**Consider Pay Voucher No. 2 for City Project No. 2007-17 – Clark Road Extension Improvements**

Meeting Date: September 28, 2009  
 Item Type: Consent  
 Contact: Thomas J. Kaldunski, 651.450.2572  
 Prepared by: Thomas J. Kaldunski, City Engineer  
 Reviewed by: Scott D. Thureen, Public Works Director

DK

ST

**Fiscal/FTE Impact:**

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

**PURPOSE/ACTION REQUESTED**

Consider Pay Voucher No. 2 for City Project No. 2007-17 – Clark Road Extension Improvements.

**SUMMARY**

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

The contractor has completed the work through September 18, 2009 in accordance with the contract plans and specifications. A 5% retainage will be maintained until the project is completed.

Public Works/Engineering recommends approval of Pay Voucher No. 2 in the amount of \$ 54,881.64 to Park Construction Company for work on City Project No. 2007-17 – Clark Road Extension Improvements.

TJK/kf

Attachment: Pay Voucher No. 2



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**Consider Pay Voucher No. 1 for City Project No. 2008-11 Southern Sanitary Sewer System, East Segment**

Meeting Date: September 28, 2009  
 Item Type: Consent *TJK*  
 Contact: Thomas J. Kaldunski, 651.450.2572  
 Prepared by: Thomas J. Kaldunski, City Engineer  
 Reviewed by: Scott D. Thureen, Public Works Director *ST*

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

**PURPOSE/ACTION REQUESTED**

Consider Pay Voucher No. 1 for City Project No. 2008-11 Southern Sanitary Sewer System, East Segment.

**SUMMARY**

The contract was awarded in an amount of \$398,322.50 to Hennen Construction Company on April 29, 2009 for the project identified above.

The contractor has completed the work through September 18, 2009 in accordance with the contract plans and specifications. A 5% retainage will be maintained until the project is completed.

Public Works/Engineering recommends approval of Pay Voucher No. 1 in the amount of \$60,012.21 to Hennen Construction Company for work on City Project No. 2008-11 – Southern Sanitary Sewer System, East Segment

TJK/kf  
Attachment: Pay Voucher No. 1



**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**CONSIDER CHANGE ORDER NO. TWO FOR CITY PROJECT 2008-18 PUBLIC SAFETY ADDITION/CITY HALL RENOVATION**

Meeting Date: September 28, 2009  
 Item Type: Consent  
 Contact: JTeppen, Asst City Admin  
 Prepared by:  
 Reviewed by:

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

**PURPOSE/ACTION REQUESTED** Consider the attached Change Order No. 2 for City Project 2008-18 Public Safety Addition/City Hall Renovation.

**SUMMARY** As the Council will recall, throughout the length of this project we will be asking the Council to consider any change orders at the second meeting of the month, with a Pay Voucher request from the Contractor on the first meeting of the month with a revised contract amount.

As Council will also recall, the amounts reflected in these Change Orders have already been approved – either by the Council or by staff if the amounts fall under \$15,000. This action item simply formally approves the amounts so that the contract amount can be changed.

This Change Order request comprises five items. The Architect has provided a brief explanation of each of the items:

PR-003 Eliminate installation of temp road/parking stalls to existing Police garage      \$-3,676.00  
 Elimination of temporary roadway and parking stalls adjacent to existing police garage. Area was determined not to be needed by City personnel and was ultimately used by the GC as both a staging area and location of construction trailer.

PR-006 Provide electrical connection for Chilled Water Pump GWP-3      \$ 460.00  
 Add 20A electrical connection for Chilled Water Pump. Pump was added to mechanical documents by addendum but not coordinated with electrical.

PR-007 Provide foundation insulation at all new construction.      \$2,180.00  
 Clarification of insulation required at foundation walls. Insulation extent was not clear in all details.

PR-008 Revisions to interior in-ground lighting.      \$-3,869.00  
 In-ground lighting revisions. Timing allowed review and revision of lighting fixtures resulting in cost savings

GCPR-005 Cost for soil correction at NW corner of site from end of June through August 11  
 \$27,274.00  
 Soil corrections required at the northwest corner of the site from June through August 11. Soil corrections were identified in the specifications as a unit cost. All items have been documented by an Independent Testing Agency

The Contract amount is reflected to increase a total of \$22,369.00 for these five items. Three payments have been approved and processed for a total of \$869,373.50 leaving an unpaid contract balance of \$10,743,079.50

Change Orders are financed from the project contingency which started at \$613,601 and is now at \$503,679.with the above changes/amounts.

# CHANGE ORDER

OWNER \_\_\_\_\_  
ARCHITECT \_\_\_\_\_  
CONTRACTOR \_\_\_\_\_  
FIELD \_\_\_\_\_  
OTHER \_\_\_\_\_

AIA DOCUMENT G701

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.

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<b>PROJECT:</b>	Inver Grove Heights Public Safety & City Hall Remodel	<b>CHANGE ORDER NO.:</b>	<b>TWO (2)</b>
		<b>DATE:</b>	September 21, 2009
<b>TO CONTRACTOR:</b>	Shaw-Lundquist Associates 2757 West Service Road St. Paul, MN 55121	<b>ARCHITECT'S PROJECT #:</b>	1643.01
		<b>CONTRACT DATE:</b>	May 19, 2009
		<b>CONTRACT FOR:</b>	Addition & Remodel

---

The contract is changed as follows:

- |   |           |
|---|-----------|
| 1. PR-003 Eliminate installation of temp road/parking stalls to existing Police garage        | -3,676.00 |
| 2. PR-006 Provide electrical connection for Chilled Water Pump GWP-3                          | 460.00    |
| 3. PR-007 Provide foundation insulation at all new construction.                              | 2,180.00  |
| 4. PR-008 Revisions to interior in-ground lighting.   | -3,869.00 |
| 5. GCPR-005 Cost for soil correction at NW corner of site from end of June through August 11. |           |
|   | 27,274.00 |

---

The original (Contract Sum)(Guaranteed Maximum Price) was	\$11,501,900.00
Net change by previously authorized Change Orders	\$88,184.00
The (Contract Sum)(Guaranteed Maximum Price) prior to this Change Order was	\$11,590,084.00
The (Contract Sum)(Guaranteed Maximum Price) will be	\$22,369.00
(increased)(decreased)(unchanged) by this change order in the amount of	
The new (Contract Sum)(Guaranteed Maximum Price) including this Change Order will be	\$11,612,453.00

---

The Contract time will be (~~increased~~)(~~decreased~~)(unchanged).

The date of Substantial Completion therefore is (~~increased~~)(~~decreased~~)(unchanged) .

---

Authorized:

ARCHITECT

Boarman Kroos Vogel Group, Inc.  
Address  
222 N. 2nd Street  
Minneapolis, MN 55401

CONTRACTOR

Shaw-Lundquist & Associates  
Address  
2757 West Service Road  
St. Paul, MN 55121

OWNER

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

BY \_\_\_\_\_

BY \_\_\_\_\_

BY \_\_\_\_\_

David Jaeger, Sr. Cons. Administrator

DATE

DATE

DATE

---

**AIA DOCUMENT G701** \* CHANGE ORDER \* 1987 EDITION \* AIA - COPYRIGHT 1987 \*

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**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**Consider Pay Voucher No. 1 for City Project No. 2008-22 – Bohrer Pond Shoreland Protection Project**

Meeting Date: September 28, 2009  
 Item Type: Consent  
 Contact: Thomas J. Kaldunski, 651.450.2572  
 Prepared by: Thomas J. Kaldunski, City Engineer  
 Reviewed by: Scott D. Thureen, Public Works Director

TJK

DS

Fiscal/FTE Impact:	
<input type="checkbox"/>	None
<input type="checkbox"/>	Amount included in current budget
<input type="checkbox"/>	Budget amendment requested
<input type="checkbox"/>	FTE included in current complement
<input type="checkbox"/>	New FTE requested – N/A
<input checked="" type="checkbox"/>	Other: City Project No. 2004-08 Funds, State Cost Share

**PURPOSE/ACTION REQUESTED**

Consider Pay Voucher No. 1 for City Project No. 2008-22 – Bohrer Pond Shoreland Protection Project.

**SUMMARY**

The contract was awarded in an amount of \$45,365.77 to Applied Ecological Services on July 13, 2009 for the project identified above.

The contractor has completed the work through September 18, 2009 in accordance with the contract plans and specifications. A 5% retainage will be maintained until the project is completed.

Public Works/Engineering recommends approval of Pay Voucher No. 1 in the amount of \$25,432.32 to Applied Ecological Services for work on City Project No. 2008-22 – Bohrer Pond Shoreland Protection Project.

TJK/kf  
Attachment: Pay Voucher No. 1



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**Consider Change Order No. 3 for City Project No. 2009-09D – South Grove Urban Street Reconstruction – Area 4**

Meeting Date: September 28, 2009  
 Item Type: Consent  
 Contact: Thomas J. Kaldunski, 651.450.2572  
 Prepared by: Thomas J. Kaldunski, City Engineer  
 Reviewed by: Scott D. Thureen, Public Works Director

TJK  
 ↻

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

**PURPOSE/ACTION REQUESTED**

Consider Change Order No. 3 for City Project No. 2009-09D – South Grove Urban Street Reconstruction – Area 4.

**SUMMARY**

The improvements were ordered as part of the 2009 Pavement Management Program. The contract was awarded in the amount of \$2,380,629.24 to Arcon Construction Co., Inc., on May 11, 2009 for City Project No. 2009-09D South Grove Urban Street Reconstruction, Area 4.

Change Order No. 3 is for an extension of the substantial and final completion dates for the project due to rain days and an increase in the water main work.

I recommend approval of Change Order No. 3 for a one week extension in the substantial and final completion dates for work on City Project No. 2009-09D – South Grove Urban Street Reconstruction Area 4.

TJK/kf  
 Attachments: Change Order No. 3

**CHANGE ORDER NO. 3**

**2009 PAVEMENT MANAGEMENT PROGRAM  
CITY PROJECT NO. 2009-09D  
URBAN STREET RECONSTRUCTION – SOUTH GROVE AREA 4**

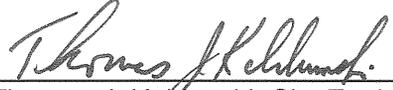
Owner: City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077	Date of Issuance: September 2, 2009
Contractor: Arcon Construction Co., Inc.. 5973 433 <sup>rd</sup> Street P.O. Box 159 Harris, MN 55032	Engineer: City Engineer

**PURPOSE OF CHANGE ORDER**

Add 7 days to the substantial and final completion dates for rain days and an increase in water main work. A written request for a 14 day extension was submitted by Arcon Construction on 9/10/2009. At a field meeting on 9/14/2009 the time was negotiated down to 7 days. See attached letter for the original request.

<b>CHANGE IN CONTRACT PRICE</b>	<b>CHANGE IN CONTRACT TIME</b>
Original Contract Price:	Original Contract Time: Substantial: 10/2/2009 Final: 10/17/2009
Previous Change Orders	Net Change from Previous Change Orders None
Contract Price Prior to this Change Order	Contract Time Prior to this Change Order Substantial: 10/2/2009 Final: 10/17/2009
Net Increase of this Change Order	Net Increase (Decrease) of Change Order Add 7 days to Contract
Contract Price with all Approved Change Orders	Contract Time with Approved Change Substantial: 10/9/2009 Final: 10/24/2009
Recommended By:  John Schmeling, Engineering Technician	Approved By: _____ Arcon Construction Co., Inc.

Approved By:

  
Thomas J. Kaldunski, City Engineer

Approved By:

George Tourville, Mayor

Date of Council Action:

September 28, 2009



September 10, 2009

City of Inver Grove Heights, MN  
8150 Barbara Avenue  
Inver Grove Heights, MN 55077

ATTN: Steve Dodge

RE: South Grove Reconstruction Area 4

Dear Steve,

Due to rain delays and existing utilities relocation delays, Arcon Construction respectively request a 2 week extension of the substantial and final completion dates.

Arcon will continue to diligently pursue a timely completion of the project

At this time topsoil placement is proceeding up to 76<sup>th</sup> Street and Carmen. Grading and Cl.7 installation is proceeding on 75<sup>th</sup> Street with curb and gutter scheduled to follow. The sodding crew is following right behind the topsoil placement from the south to the north portions of the project. Presently we are planning to have 76<sup>th</sup> Street and Carmen sodded by the end of next week.

I understand that the 20X6 wet tap on Cahill and 75<sup>th</sup> involves lane closures being the existing watermain is in a different location than what was believed, also the City of Inver Grove Heights has added the installation of a pressure reducing station. Please take a consideration for this added work.

If you have any questions please call me at 651-674-4474.

Sincerely,  
ARCON CONSTRUCTION CO., INC.

A handwritten signature in cursive script that reads "Dale Mans".

Dale Mans  
Vice President

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**Request Council to direct Planning Commission to hold a public hearing for Comprehensive Plan Amendment and Rezoning relating to acquisition of tax forfeit property – PIN No. 20-36500-150-41 and 20-00200-010-78.**

Meeting Date: September 28, 2009  
 Item Type: Consent Agenda  
 Contact: Allan Hunting 651.450.2554  
 Prepared by: Allan Hunting, City Planner  
 Reviewed by:

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

**PURPOSE/ACTION REQUESTED**

Resolution directing the Planning Commission to hold a public hearing regarding comprehensive plan amendment and rezoning for the tax forfeit parcels along the Rock Island Swing Bridge.

**SUMMARY**

The City Council approved a resolution approving the application by the City for the conveyance of tax forfeit lands on September 14, 2009. The Planning Commission recommended approval of the acquisition of the parcels with the condition that the City Council direct staff to initiate the process to change the land use designation and rezoning of the two parcels. Staff discovered Council was not asked to initiate this action at the last meeting.

As time is of the essence for the City to complete its internal approvals by November, staff has taken the liberty to publish for a public hearing for the comprehensive Plan Amendment and Rezoning of the two parcels to occur on October 6.

Attachments: Resolution to hold Public Hearing

CITY OF INVER GROVE HEIGHTS  
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION DIRECTING PLANNING COMMISSION TO HOLD A PUBLIC HEARING FOR A COMPREHENSIVE PLAN AMENDMENT AND REZONING RELATING TO CITY ACQUISITION OF TWO TAX FORFEIT PARCELS LYING ADJACENT TO THE ROCK ISLAND SWING BRIDGE**

**WHEREAS**, on September 14, 2009, the City Council approved two resolutions approving the application by the City of Inver Grove Heights for the conveyance of tax forfeit lands - PID No. 20-36500-150-41 and 20-00200-010-78;

**WHEREAS**, the land described is in the Concord Boulevard area and is adjacent to the Rock Island Swing Bridge and the land has been forfeited to the State of Minnesota for nonpayment of taxes, and

**WHEREAS**, that plan shows the eventual acquisition and development of a city park in the this area in connection with the Rock Island Swing Bridge, and

**WHEREAS**, the property is currently guided Mixed Use and zoned I-1, Limited Industry, and

**WHEREAS**, the land use designation and zoning of the property should reflect the future use of the property as park land, and

**WHEREAS**, the Planning Commission recommended approval of the purchase of the property provided the Council imitate a public hear for said comprehensive plan amendment and rezoning,

**NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS that**, the Planning Commission of Inver Grove Heights is directed to hold a public hearing regarding a Comprehensive Plan Amendment and Rezoning for the two parcels listed above to address consistency with the Comprehensive Plan and the future use of the property.

Passed this 28<sup>th</sup> day of September, 2009.

AYES:

NAYS:

\_\_\_\_\_  
George Tourville, Mayor

ATTEST:

\_\_\_\_\_  
Melissa Rheaume, Deputy Clerk

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

Consider Approval of Mussel Survey for the Rock Island Swing Bridge Project

Meeting Date: September 28, 2009  
 Item Type: Consent Agenda  
 Contact: Eric Carlson – 651.450.2587  
 Prepared by: Eric Carlson  
 Reviewed by: Eric Carlson – Parks & Recreation

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

**PURPOSE/ACTION REQUESTED**

Approve hiring Malacological Consultants in the amount not to exceed \$21,000 to perform a underwater unionid mollusk freshwater mussel survey of the structures related to the Rock Island Swing Bridge that will not be used for the proposed recreation pier.

**SUMMARY**

The City of Inver Grove Heights has received \$1,400,000 in federal\state grant funding to re-use 670 feet of the Dakota County side of the Rock Island Swing Bridge as a recreational pier. The Federal Highway Administration requires a mussel survey be performed prior to approval of the Project Memorandum (PM).

Earlier this year, the National Park Service performed a mussel survey on the piers that would be used for our proposed project. The survey was done at no cost to the city/project. The divers found 10-12 different mussel species; 2-3 were on the state threatened / endangered list. It is unclear at this point whether or not we will be required to temporarily or permanently move the mussel as a part of the scope of work for our project. If we are required to translocate mussels it would add an expense to the overall cost of the project.

One of the issues we have been dealing with lately involves, who is responsible for the removal of the piers in the navigable channel of the Mississippi River which need to be removed before the United State Coast Guard will sign off on the project. Mayor Tourville and Senator Metzen met recently with Commissioner Sorel and he indicated that the State of Minnesota will pay for the costs associated with the removal. We see this mussel survey expenditure as a reimbursable cost.

In August, I sent out a request to four (4) qualified firms and Malacological Consultants was the only firm that responded. Pending Council approval, Malacological Consultants is prepared to perform the survey by the end of the week to help us meet our November 13, 2009 deadline. Given the fact that the expenditure is under \$25,000, a second quote is not required by State Statue. Malacological Consultants quote is for \$19,817.98. Time is of the essence to complete this survey before water temperatures change and work can be completed within our deadline.

It is recommended that the expenditure is temporarily funded from the Host Community Fund and when reimbursement is made by the State of Minnesota the funds be deposited back in the Host Community Fund.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**Consider Proposals for School Zone Safety Study**

Meeting Date: September 28, 2009  
 Item Type: Consent  
 Contact: Scott D. Thureen, 651.450.2571  
 Prepared by: Scott D. Thureen, Public Works Director  
 Reviewed by: *SDT*

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

**PURPOSE/ACTION REQUESTED**

Consider proposals for School Zone Safety Study.

**SUMMARY**

In response to the Council’s September 14, 2009 direction concerning a request from ISD 199 to consider safety improvements in the vicinity of the intersection of 81<sup>st</sup> Street East and Cahill Avenue, staff requested proposals from four engineering consulting firms for preparation of a study. Those proposals are due on Monday, September 28. Staff will provide a handout at the meeting that includes the proposals and a recommendation.

SDT/kf

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

Consider Additional Engineering Services for the Rock Island Swing Bridge Project

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Meeting Date: September 28, 2009  
Item Type: Work Study Session  
Contact: Eric Carlson – 651.450.2587  
Prepared by: Eric Carlson  
Reviewed by: Eric Carlson – Parks & Recreation

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

**PURPOSE/ACTION REQUESTED**

Approve additional engineering services in the amount of \$6,500 for Short Elliot Hendrickson Inc. for the preparation of plans and specifications related to the demolition of the structures of the Rock Island Swing Bride not needed for the City’s proposed recreational pier as required by the United States Coast Guard.

**SUMMARY**

The City of Inver Grove Heights has received \$1,400,000 in federal\state grant funding to re-use 670 feet of the Dakota County side of the Rock Island Swing Bridge as a recreational pier. The United States Coast Guard requires that pier 6, center swing pier, eastern rest pier, and guard rail along the Washington County shoreline be removed as a part of our re-use project.

One of the issues we have been dealing with lately involves, who is responsible for the removal of the piers in the navigable channel of the Mississippi River which need to be removed before the United State Coast Guard will sign off on the project. Mayor Tourville and Senator Metzen met recently with Commissioner Sorel and he indicated that the State of Minnesota will pay for the costs associated with the removal. We see additional engineering expenditure as a reimbursable cost.

It is recommended that the expenditure is temporarily funded from the Host Community Fund and when reimbursement is made by the State of Minnesota the funds be deposited back in the Host Community Fund.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**Authorize Acknowledgement that the City of Inver Grove Heights Approves the Sale of Alcoholic Beverages until 2:00 A.M. on Optional 2 AM Liquor License Application – Kladek, Inc.**

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Meeting Date: September 28, 2009  
 Item Type: Consent  
 Contact: 651.450.2513  
 Prepared by: Melissa Rheume  
 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:**

Authorize acknowledgement that the City of Inver Grove Heights approves the sale of alcoholic beverages until 2:00 A.M. on Optional 2 AM Liquor License Application submitted by Kladek, Inc.

**SUMMARY:**

On September 21, 2009 Susan Kladek submitted an application for an Optional 2AM Liquor License for approval by the City. The form requires the signature of the City Clerk attesting to the fact that the City allows the sale of alcoholic beverages until 2AM. The application must then be submitted, along with payment, to the State Department of Public Safety Alcohol Enforcement Division for approval and issuance of the license. The City itself is not the entity responsible for either granting or denying the Optional 2AM Liquor License. City Code Section 4-1A-14:(D) states “except as restricted under a Sunday on-sale license, sale of intoxicating liquor shall be permitted only within the hours and only on the days fixed and allowed by Minnesota statutes.” Because the City has not further limited the hours of sale for alcoholic beverages, it is recommended that City Clerk be authorized to sign Ms. Kladek’s application for a 2 a.m. Liquor License so that it may be submitted to the Department of Public Safety.

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

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PERSONNEL ACTIONS

Meeting Date: September 28, 2009  
Item Type: Consent  
Contact: Jenelle Teppen, Asst. City Admin  
Prepared by: Amy Brinkman, H.R. Coordinator  
Reviewed by: n/a

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

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

Please confirm the seasonal/temporary employment of: Alex May, Jessica Barnhart.

Please confirm the termination of the seasonal/temporary employment of: Mandy Heitkamp.

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**SUSSEL CORPORATION;** Consider adopting a resolution for the property located at 5924 Bradbury Court, Inver Grove Heights, MN.

Meeting Date: September 28, 2009  
 Item Type: Regular Agenda  
 Contact: Jenn Emmerich; 651.450.2553  
 Prepared by: Jenn Emmerich, Asst. City Planner  
 Reviewed by: Engineering

<b>Fiscal/FTE Impact:</b>	
<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**

- a) Consider a variance and conditional use permit to exceed the allowed maximum impervious coverage to construct a home addition.
- Requires 3/5th's vote.
  - Deadline extended (per applicant's request) until March 1, 2010

**SUMMARY**

City Council tabled this request at their August 10, 2009 and September 1, 2009 meetings to give the applicant additional time to consider the different options for the request and to identify a hardship. The applicant has indicated that he will be presenting new information to the Council at their meeting. However, staff has not received this information and, therefore, was not able to review and make a comment.

Furthermore, attached for your review is a letter in support of the request.

Attachments September 14, 2009 Letter in support of request

Joseph A. and Susan C. Eschenbacher  
5941 Bradbury Court  
Inver Grove Heights, MN 55076-1597

City Council  
City of Inver Grove Heights  
8150 Barbara Ave.  
Inver Grove Heights, MN 55077

*September 14, 2009*

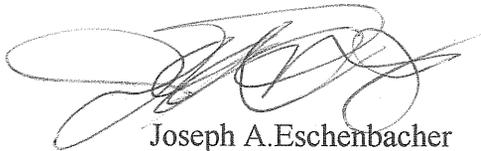
RE; Variance for Martin and Susan Burke, 5924 Bradbury Court

Dear Council Members:

It is our understanding that the proposed sunroom addition of the Burkes has been the subject of a variance application. We are writing in support of approval of the variance. It is our understanding that the proposal exceeds city standards that were enacted after the construction of the subject home, and that the variance exceeds the standards by a very small amount.

We believe that this variance should be granted because it is needed by the homeowners, and would have no detrimental effect on the neighborhood. Our understanding is that the Burkes have offered several accommodations to facilitate this variance, but are still not getting any results. Please approve this variance without further delay. If necessary we can be contacted at 651-554-1782.

Respectfully Submitted,

  
Joseph A. Eschenbacher

  
Susan C. Eschenbacher

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**TAMERA & MANOHAR SHINTRE;** Consider a Resolution regarding a **Variance** for a home occupation to have an entrance that leads outside of the home for property located at 6269 Bolland Trail.

Meeting Date: September 28, 2009  
 Item Type: Regular Agenda  
 Contact: Jenn Emmerich; 651.450.2553  
 Prepared by: Jenn Emmerich, Asst. City Planner  
 Reviewed by:

<b>Fiscal/FTE Impact:</b>	
<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**

- a) Consider a variance request to allow a home occupation to have an entrance that leads outside of the home.
- Requires 3/5th's vote.
  - 60-day deadline: October 2, 2009 (first 60 days)

**SUMMARY**

The applicants are looking to conduct a home occupation in their single family home, located in the R-1C, Single Family Residential District. The owner would like to assemble kits of prepackaged food for Indian business travelers visiting the United States. She has indicated that she purchases the food from a store in Woodbury as needed and assembles the kits in her basement. Once they are assembled, she takes them to a delivery service for shipment. Based on the description in the applicant's narrative, they are able to meet all of the requirements of home occupations except number 7, regarding the entrance. Because the home occupation involves the handling of food, a permit from the Department of Agriculture is required. As part of their permit, they are requiring that she has a separate entrance that directly connects the assembly area to outside. However, all of the food is prepackaged and the applicant's role is to assemble the kits for shipment (similar to an order-based business like Pampered Chef or Tastefully Simple). To conduct this home occupation, the applicant cannot meet the State's standards and the City Code; therefore, they are requesting a variance from the entrance standard of the home occupation requirements.

**RECOMMENDATION**

Analysis The proposed home occupation would meet seven of the eight requirements in the City Code. The standard that cannot be met is regarding the entrance to the home occupation. The State is requiring that the applicant have a separate entrance for the home occupation; therefore, they cannot meet both the State and City requirements. Furthermore, the applicant is meeting the intent of the ordinance as she will not have any customers coming to their home and the entrance is not conducive to having customers as it leads into the applicant's rear yard.

Planning Staff Recommends approval of the variance request.

Planning Commission Recommends approval of the variance request (9-0).

Attachments Variance Approval Resolution  
 Planning Commission Recommendation  
 Planning Report

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

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION APPROVING A VARIANCE FOR A HOME OCCUPATION TO HAVE AN  
ENTRANCE THAT LEADS OUTSIDE OF THE HOME.**

**CASE NO. 09-24V  
(Shintre)**

Property located at 6269 Bolland Trail and legally described as follows:

Lot 23, Block 1 of Woodhaven Ponds, of Dakota County, Minnesota

**WHEREAS**, an application has been received for a Variance from the home occupation standards to operate a home occupation with an entrance that leads directly outside of the home;

**WHEREAS**, the afore described property is zoned R-1C, Single Family Residential;

**WHEREAS**, a Variance may be granted by the City Council from the strict application of the provisions of the Zoning Code (City Code Title 10) and conditions and safeguards imposed in the variance so granted where practical difficulties or particular hardships result from carrying out the strict letter of the regulations of the Zoning Code, as per City Code, Title 10, Chapter 3, Section 10-3-4;

**WHEREAS**, the City of Inver Grove Heights Planning Commission reviewed the request on September 1, 2009 in accordance with City Code Title 10, Chapter 3, Section 10-3-4;

**WHEREAS**, a hardship, was found to exist in that the proposed home occupation would meet seven of the eight requirements in the City Code. The standard that cannot be met is regarding the entrance to the home occupation. The State is requiring that the applicant have a separate entrance for the home occupation; therefore, they cannot meet both the State and City

requirements. Furthermore, the applicant is meeting the intent of the ordinance as she will not have any customers coming to their home and the entrance is not conducive to having customers as it leads into the applicant's rear yard.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS**, that the variance is hereby approved with the following conditions:

1. The home occupation shall be developed in substantial conformance to the plans submitted and on file with the Planning Department except as may be modified by the conditions of this permit.
2. The home occupation shall be conducted solely by a principal occupant of the premises.
3. The home occupation shall conform to Title 10-15-26: B. regarding the regulation of home occupations.
4. No sign shall be allowed on the property that advertises or identifies in any way the home occupation.
5. The City's Code Enforcement Officer shall be granted the right of access at all reasonable times to determine compliance with the terms of this variance.

**BE IT FURTHER RESOLVED** that the Deputy Clerk is hereby authorized and directed to record a certified copy of this Resolution at the Dakota County Recorder's Office.

Adopted by the City Council of Inver Grove Heights this 28<sup>th</sup> day of September, 2009.

\_\_\_\_\_  
George Tourville, Mayor

Ayes:

Nays:

ATTEST:

\_\_\_\_\_  
Melissa Rheaume, Deputy Clerk

**RECOMMENDATION TO  
CITY OF INVER GROVE HEIGHTS**

**TO:** Mayor and City Council of Inver Grove Heights

**FROM:** Planning Commission

**DATE:** September 1, 2009

**SUBJECT:** SHINTRE – CASE NO. 09-24V

**Reading of Notice**

Commissioner Simon read the public hearing notice to consider the request for a variance for a home occupation to have an entrance that leads outside of the home, for the property located at 6269 Bolland Trail. 5 notices were mailed.

**Presentation of Request**

Allan Hunting, City Planner, explained the request as detailed in the report. He advised that the applicant is requesting a variance from one of the City's home occupation criteria to allow a separate entrance that would lead directly to the assembly area. Mr. Hunting advised that the applicants would like to conduct a home occupation in their basement in which they would assemble prepackaged Indian food. Because the use involves the handling of food, a permit from the Department of Agriculture is required. As part of this permit they are required to have a separate entrance that directly connects the assembly area to outside. Mr. Hunting noted that the applicant will not have customers coming to the home, and the only reason the applicant is requesting a separate entrance is because the State is requiring it. The hardship of the request is that the applicant cannot meet both the State requirements and the City Code; therefore staff recommends approval of the request.

Commissioner Wippermann asked if staff had received comments from any of the neighbors, to which Mr. Hunting replied they had not.

**Opening of Public Hearing**

Tamera and Manohar Shintre, 6269 Bolland Trail, advised they were available to answer any questions.

Chair Bartholomew asked if the applicants were in agreement with the conditions listed in the report, to which the Shintres replied in the affirmative.

Commissioner Schaeffer questioned why the State would require a separate entrance since this was technically not the handling of food but rather the assembling of prepackaged products.

Ms. Shintre responded that although the food was prepackaged, the Department of Agriculture still required they adhere to the State regulations.

Commissioner Wippermann asked for clarification regarding the separate entrance, to which Mr. Shintre replied the State required that all food be brought in and out through a separate entrance.

Commissioner Wippermann asked if the entire lower level would be dedicated to the business, to which Mr. Shintre replied in the affirmative.

Commissioner Wippermann questioned how the applicants would transport supplies to the lower level as there appeared to be difficult terrain on the sides of the home.

Mr. Shintre replied that the prepackaged items were light and could easily be carried to the rear of the home. He stated he and his wife would pick up the supplies at a grocery store using their personal vehicle, bring them around to the lower level, assemble them into boxes, and drive them to UPS or FedEx for shipment. He stated there were be no business related vehicles coming to the home and the ordering would be done on-line.

### **Planning Commission Discussion**

Commissioner Schaeffer stated he supported the request and appreciated the applicants' efforts to do everything correctly.

Commissioner Gooch stated that since the Department of Agriculture supported the arrangement he had no objections to approving the variance request.

### **Planning Commission Recommendation**

Motion by Commissioner Schaeffer, second by Commissioner Hark, to approve the request for a variance for a home occupation to have an entrance that leads outside of the home for property located at 6269 Bolland Trail, with the conditions listed in the report and the hardship as stated.

Motion carried (9/0). This matter goes to the City Council on September 28, 2009.

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

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**REPORT DATE:** August 27, 2009

**CASE NO:** 09-24V

**APPLICANT:** Tamera & Manohar Shintre

**REQUEST:** Variance for a home occupation to have an entrance that leads outside of the home.

**HEARING DATE:** September 1, 2009

**LOCATION:** 6269 Bolland Trail, Inver Grove Heights, MN

**COMPREHENSIVE PLAN:** LDR, Low Density Residential

**ZONING:** R-1C, Single Family Residential

**REVIEWING DIVISIONS:** Planning  
Engineering

**PREPARED BY:** Jennifer Emmerich  
Assistant City Planner

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**BACKGROUND**

The applicants are looking to conduct a home occupation in their single family home, located in the R-1C, Single Family Residential District. The owner would like to assemble kits of prepackaged food for Indian business travelers visiting the United States. She has indicated that she purchases the food from a store in Woodbury as needed and assembles the kits in her basement. Once they are assembled, she takes them to a delivery service for shipment. Based on the description in the applicant's narrative, they are able to meet all of the requirements of home occupations except number 7, regarding the entrance. Because the home occupation involves the handling of food, a permit from the Department of Agriculture is required. As part of their permit, they are requiring that she has a separate entrance that directly connects the assembly area to outside. However, all of the food is prepackaged and the applicant's role is to assemble the kits for shipment (similar to an order-based business like Pampered Chef or Tastefully Simple). To conduct this home occupation, the applicant cannot meet the State's standards and the City Code; therefore, they are requesting a variance from the entrance standard of the home occupation requirements.

**EVALUATION OF THE REQUEST**

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

Single-family residential ; Zoned R-1C; Guided LDR, Low Density Residential

**VARIANCE ANALYSIS**

Title 10-3 of the City Code, states that the City Council may grant variances in instances where practical difficulties exist or where a hardship would be imposed upon the property owner if the code were

strictly enforced. In order to grant the requested variances, the City Code identifies several criteria which are to be considered. The applicant's request is reviewed below against those criteria.

- a. *Special conditions apply to the structure or land in question which are peculiar to such property or immediately adjoining property, and do not apply generally to other land or structures in the district in which said land is located.*

The special condition with this request is that the State specifications require that the applicant have an entrance that directly connects the assembly area with the outside. The applicant cannot vary from the State's requirements; therefore, she has applied for a variance from the City Code. The intent of the City Code is to deter home occupations from having customers come to the house. The applicant has stated that she will not have any customers come to the house and, considering the parameters of the business, staff believes that customers will not be coming to the house. Furthermore, the patio door that will be used as the State-required entrance is on the rear of the house and leads to the applicant's rear yard. The area is not at all conducive to having customers enter the business.

- b. *The granting of the application will not be contrary to the intent of the Zoning Code or the Comprehensive Plan.*

The request would not be contrary to the comprehensive plan or the intent of the zoning code. The zoning code allows for home occupations in the R-1C Zoning District and the proposed home occupation can meet all of the standards except Number 7 regarding entrances.

- c. *The granting of such variance is necessary as a result of a demonstrated undue hardship or difficulty, and will not merely serve as a convenience to the applicant.*

The applicant would like to have the afore-described home occupation within her home. The home occupation meets all of the criteria of the City Code, except the standard that states:

*Entrance to the home occupation is gained exclusively from within the dwelling.*

The intent of this standard is to deter home occupations from having customers come to the house. The proposed home occupation will not have any customers coming to the home. Furthermore, the applicant did not require or request that there be a separate entrance for the assembly area. However, the State is requiring that she have the separate entrance. The hardship of the request is that the applicant cannot meet both the State requirements and the City Code.

- d. *Economic considerations alone do not constitute an undue hardship.*

Economic considerations do not appear to be a basis for this request.

## **ALTERNATIVES**

- A. **Approval.** If the Planning Commission finds the proposed variance acceptable, a recommendation of approval should be made subject to the following conditions:
1. The home occupation shall be developed in substantial conformance to the plans submitted and on file with the Planning Department except as may be modified by the conditions of this permit.
  2. The home occupation shall be conducted solely by a principal occupant of the premises.
  3. The home occupation shall conform to Title 10-15-26: B. regarding the regulation of home occupations.
  4. No sign shall be allowed on the property that advertises or identifies in any way the home occupation.
  5. The City's Code Enforcement Officer shall be granted the right of access at all reasonable times to determine compliance with the terms of this variance.

Hardship: The proposed home occupation would meet seven of the eight requirements in the City Code. The standard that cannot be met is regarding the entrance to the home occupation. The State is requiring that the applicant have a separate entrance for the home occupation; therefore, they cannot meet both the State and City requirements. Furthermore, the applicant is meeting the intent of the ordinance as she will not have any customers coming to their home and the entrance is not conducive to having customers as it leads into the applicant's rear yard.

- B. **Denial.** If the Planning Commission does not find the application to be acceptable, a recommendation of denial should be made. Specific findings supporting a basis for denial must be stated by the Commission if such a recommendation is made.

## **RECOMMENDATION**

Based on this review, the Planning Division recommends approval of the variance as presented with the conditions listed above.

ATTACHMENTS: Exhibit A – Zoning Map  
Exhibit B – Applicant Narrative  
Exhibit C – Basement Layout  
Exhibit D – Photographs



# Shintre Request Case No. 09-24V

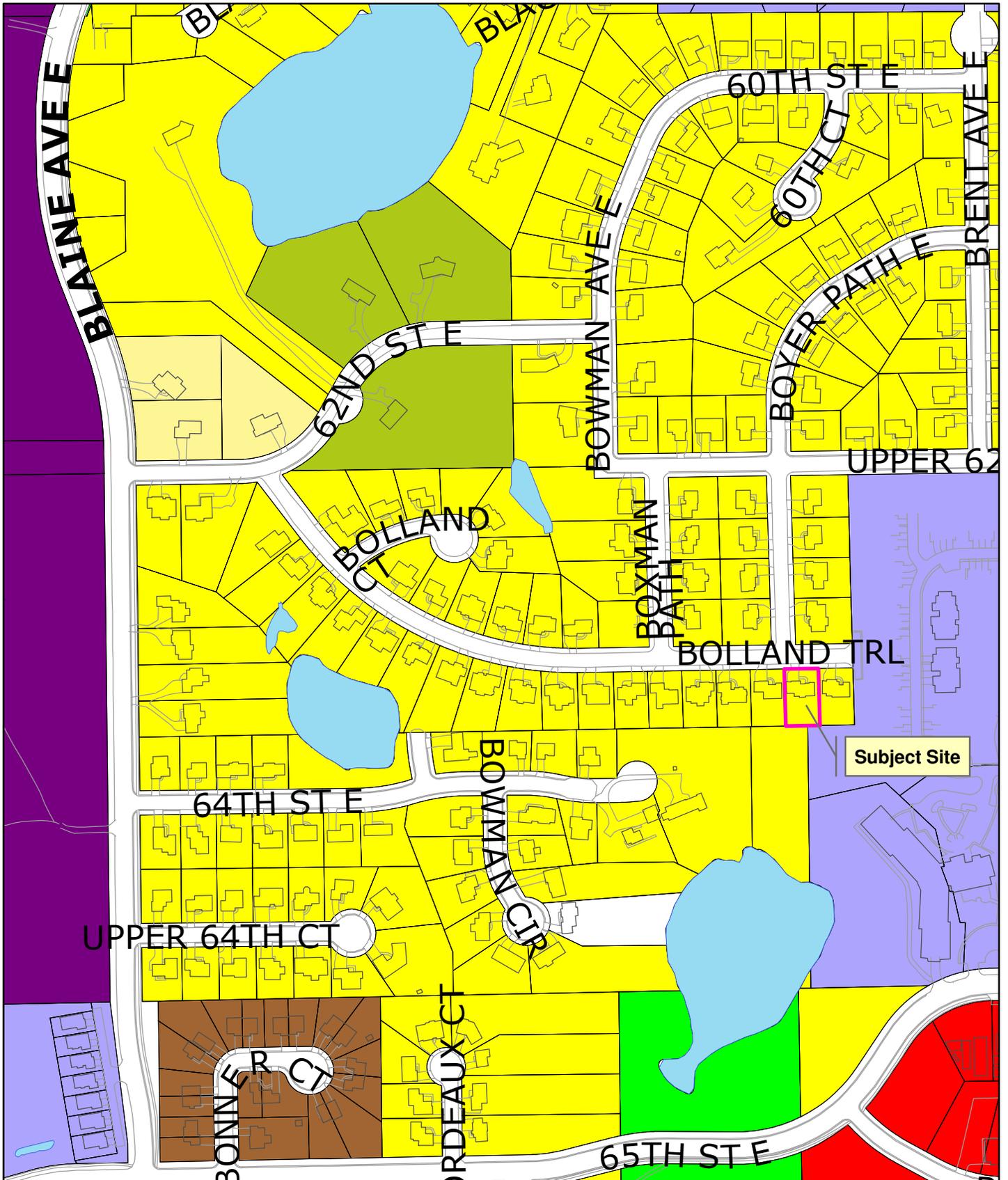


Exhibit A  
Zoning Map

August 12, 2009

**Variance Request for:**

Tamera Shintre  
6269 Bolland Trail  
Inver Grove Heights, MN 55076  
(651) 455-8119  
Lot 23, Block 1, Woodhaven Ponds

Due to a direct contradiction with State Law, I am requesting a variance under City Code Section 515.90 Subd 35 (Home Occupations), in particular, B. 7. which states:

Entrance to the home occupation is gained exclusively from within the dwelling

My business start-up comprises using my basement space to assemble kits of prepackaged food which, in turn, will be taken to Fed Ex/UPS for shipping to customers. Although there will be no onsite retail sales, I am handling food, and thus my business fits the definition of a retail food establishment which is governed by the Minnesota Food Code chapter 4626. In order to obtain the proper State licensure, I must show total separation of the retail food establishment from the living quarters. Therefore, providing a separate outside entrance is necessary to meet these State Food Code requirements.

We meet all of the other City Code requirements under Section 515.90 Subd 35 B.:

1. Engaged in only by persons residing in the subject dwelling;
  - Tamera Shintre will be the sole employee
2. Conducted entirely within the dwelling, not in attached or detached accessory structures;
  - Basement with walk-out in rear
3. Evidence of the occupation shall not be visible from the street;
  - Basement with walk-out in rear
4. No signs other than those permitted in "R" Districts are permitted;
  - No signs
5. No stock in trade is stored on the premise;
  - Food will need to be ordered relatively just-in-time (JIT) to ensure food items are as fresh (as far from their expiry dates) as possible
6. On-site retail sales are not involved;
  - No on-site retail sales
7. *Entrance to the home occupation is gained exclusively from within the dwelling;*
  - *Contradictory to State Food Code*
8. When the home occupation is a beauty/barber shop, entrance to the home occupation shall be a separate, direct entrance and shall not be from within the dwelling.
  - Not applicable

My hardship is the Minnesota Department of Agriculture will not license me if I cannot obtain written approval from the City indicating I am properly zoned to operate a food business out of our home; hence, I will not be allowed to begin my new business.

Sincerely,

Tamera Shintre

EXHIBIT B

**Basement Layout**  
(not to scale)

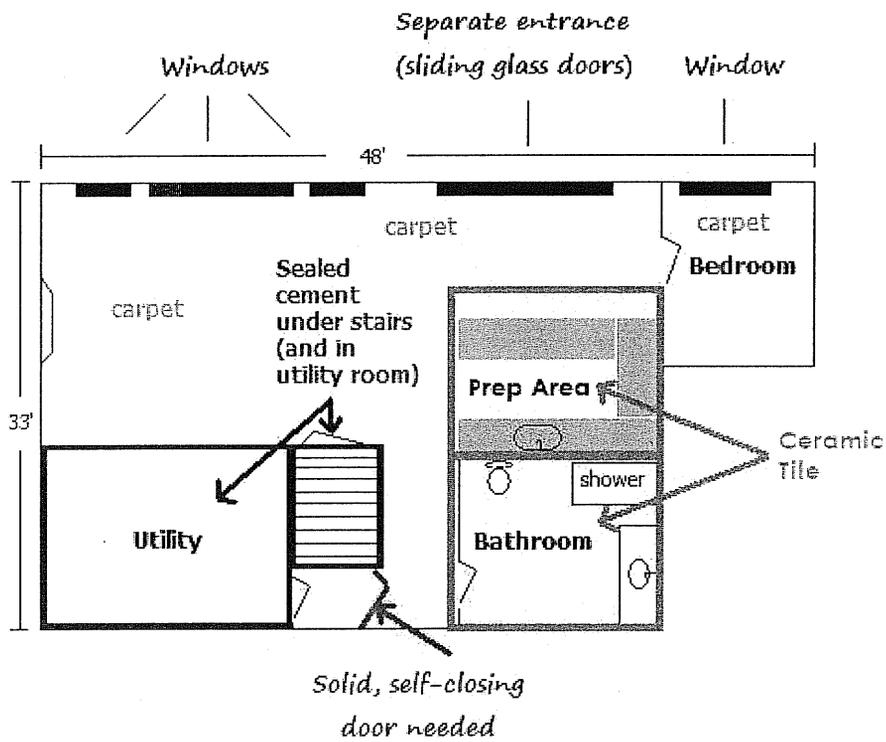


EXHIBIT C

## Shintre Variance Request



**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**JAMES BROWN**

Meeting Date: September 28, 2009  
 Item Type: Regular Agenda  
 Contact: Allan Hunting 651.450.2554  
 Prepared by: Allan Hunting, City Planner  
 Reviewed by:

<b>Fiscal/FTE Impact:</b>	
X	None
	Amount included in current budget
	Budget amendment requested
	FTE included in current complement
	New FTE requested – N/A
	Other

**PURPOSE/ACTION REQUESTED**

Consider the following requests for property located at 1186 90<sup>th</sup> Street:

- a) A Resolution relating to a **Waiver of Plat** to create two parcels from the existing one tax parcel.
- b) A Resolution relating to a **Variance** to allow the lots to be less than the required 2.5 acre minimum.
- c) A Resolution relating to a **Variance** to allow an accessory structure on a lot without a principle structure.

**SUMMARY**

The applicant is proposing to create two tax parcels to coincide with the existing legal descriptions from the current tax parcel. The property was divided in the mid 1950's with nearly all the lots being less than 2.0 acres in size. The proposed waiver would create parcels of 1.68 and 1.95 acres in size. The property is zoned E-1, Estate Residential which requires a 2.5 acre minimum lot size. The subject property was combined into one tax parcel sometime in the 1970's. A variance is required because the lots would be less than 2.5 acres in size. A second variance would be required because there is an accessory structure on what would be the northerly lot. A principle structure must be on a property before an accessory structure is allowed.

**ANALYSIS**

In staff's opinion, the applicant has failed to show a hardship for the lot size variance. Lot is conforming, has a house and accessory structure. The property is not being deprived of a reasonable use. Creating two non-conforming lot sizes would be contrary to the Zoning Ordinance. The existing accessory structure is oriented towards the other buildings on the lot and it does not have a driveway. It appears to be used to house animals. Its use for things not allowed in the Code would appear to be very limited.

Access to the property is achievable to the west and east via 90<sup>th</sup> Street, which is a private street. The main access to the lot was designed to be from an easement on the west side of the property. Both of these segments of 90<sup>th</sup> Street do not meet minimum standards for clear width and height for fire emergency. This same issue came up a couple of years ago when another land owner wanted to divided their property. Emergency vehicle access is main issue. If there

is ever a fire or other catastrophic event, trees downed, there could be problems with emergency response. Allowing more individual lots only adds to the problem.

If Council finds the application acceptable, resolutions of approval are included that contain conditions to address the issues staff has raised in the planning report. A hardship must be stated for the variance.

Planning Staff. Recommends denial of the request. A valid hardship for the variance does not appear to be present.

Planning Commission. Also recommends denial of the request (9-0).

Attachments: Denial Resolution  
Waiver of Plat Approval Resolution  
Variance Approval Resolution  
Planning Commission Recommendation  
Planning Report

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

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION DENYING A WAIVER OF PLAT TO CREATE TWO PARCELS FROM THE EXISTING TAX PARCEL, A VARIANCE FROM MINIMUM LOT SIZE REQUIREMENT IN THE E-1, ESTATE RESIDENTIAL DISTRICT AND A VARIANCE TO ALLOW AN ACCESSORY STRUCTURE ON A LOT WITHOUT A PRINCIPLE STRUCTURE**

**CASE NO. 09-25WAV  
(James Brown)**

Property located at 1186 90<sup>th</sup> Street and legally described as follows:

**Description #5**

**The south 207 feet of the North 1068 feet of the East 354 feet of the NW1/4 NW1/4 of Section 20, T 27N., R22W, subject to an easement for road purposes over the East 30 feet and the West 30 feet thereof.**

**Description #6**

**The East 354 feet of the NW1/4 NW1/4 of Section 20, T27N, R22W, except the North 1068 feet and subject to an easement for road purposes over the West 30 feet and the South 30 feet and the East 30 feet thereof.**

**WHEREAS**, an application has been received for Waiver of Plat and two Variances;

**WHEREAS**, the zoning for the aforescribed property is E-1, Estate Residential;

**WHEREAS**, the City of Inver Grove Heights Planning Commission reviewed the request on September 15, 2009, in accordance with City Code Title 10, Chapter 3;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS THAT THE CITY COUNCIL MAKES THE FOLLOWING FINDINGS OF FACT, CONCLUSIONS AND DECISION:**

Findings of Fact

1. A Waiver of Plat is required to divide the single tax parcel into two tax parcels.
2. A lot size Variance is required because the two proposed lots would be less than 2.5 acres in size.
3. A second Variance is required to allow an accessory structure on a lot without a principle structure.

Conclusions

1. During the 1970's, the City processed a couple of lot size variances for this particular subject lot and the lot immediately to the north. In both cases the variances were approved to allow development on a substandard sized lot with the hardship no additional vacant lots were available for sale that could increase the size of the lot in question. The Council has made attempts to continue to consolidate the lots in this subdivision so they meet the requirements of the E-1 district rather than allow smaller lots to continue. In this case the request would be contrary to the City's efforts to combine the lots so they can meet the required 2.5 acre minimum lot size.
2. The property currently meets minimum lot size and contains a home and accessory structures. There is no burden being placed on the land owner by maintaining the two lots in one tax parcel, the lot meets and is required to meet minimum lot size. Allowing the division would be contrary to the City's efforts to combine the lots in this neighborhood to eliminate the substandard lots.
3. The State Fire Code and City Code both require driveways or roads serving more than two homes or structures to have a minimum unobstructed width of 20 feet and a vertical opening minimum of 13.5 feet. The current 90<sup>th</sup> Street private road does not comply with these minimums. Emergency vehicle access is the main issue. If there is ever a fire or other catastrophic event, trees downed, there could be problems with emergency response. Allowing more individual lots only adds to the problem.

Decision

**Based on the finds of fact and conclusions made above, the application for a Waiver of Plat, Variance from minimum lot size and Variance to allow an accessory structure before a principle structure on a lot is hereby denied.**

**BE IT FURTHER RESOLVED** that the Deputy Clerk is hereby authorized and directed to record a certified copy of this Resolution at the Dakota County Recorder's Office.

Adopted by the City Council of Inver Grove Heights this \_\_\_\_ day of \_\_\_\_\_ 2009.

\_\_\_\_\_  
George Tourville, Mayor

Ayes:

Nays:

ATTEST:

\_\_\_\_\_  
Melissa Rheame, Deputy Clerk

## Waiver Approval Resolution

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

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION APPROVING A WAIVER OF PLAT TO ALLOW PARCELS #5 AND #6 PER  
THE SURVEY DATED 10/20/55 AS INDIVIDUAL TAX PARCELS**

**CASE NO. 09-25WAV  
(James Brown)**

**WHEREAS**, a Waiver of Plat application has been submitted to the City for property legally described as follows:

**Description #5**

**The south 207 feet of the North 1068 feet of the East 354 feet of the NW1/4 NW1/4 of Section 20, T 27N., R22W, subject to an easement for road purposes over the East 30 feet and the West 30 feet thereof.**

**Description #6**

**The East 354 feet of the NW1/4 NW1/4 of Section 20, T27N, R22W, except the North 1068 feet and subject to an easement for road purposes over the West 30 feet and the South 30 feet and the East 30 feet thereof.**

**WHEREAS**, a public hearing concerning the Waiver of Plat was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statutes, Section 462.357, Subdivision 3 on September 15, 2009;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS**, that a Waiver of Plat is hereby approved subject to the following conditions:

1. Prior to release of and recording the Waiver of Plat Resolution, the applicant shall either move the existing driveway to the house on parcel #6 so it does not encroach onto parcel #5, or a driveway easement shall be required to be recorded allowing the driveway to encroach onto parcel #5. The applicant shall be responsible for providing

the driveway easement document including a legal description of the easement area. Said easement document shall be reviewed by the City prior to recording.

2. Park dedication shall consist of a cash contribution of \$4,011 payable at time of release of the Waiver of Plat Resolution to the County.
3. Prior to release and recording of the Waiver of Plat Resolution, the private road (90<sup>th</sup> Street) on the west side of the subject property shall be brought into compliance with City and State Fire Code requirements by the applicant relating to proper clear width and height.

**BE IT FURTHER RESOLVED** that the Deputy Clerk is hereby authorized and directed to record a certified copy of this resolution at the Dakota County Recorder's Office.

Adopted by the City Council of Inver Grove Heights on this 25th day of September, 2009.

AYES:  
NAYS:

\_\_\_\_\_  
George Tourville, Mayor

ATTEST:

\_\_\_\_\_  
Melissa Rheaume, Deputy Clerk

## Variance Approval Resolution

CITY OF INVER GROVE HEIGHTS  
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION APPROVING A VARIANCE TO ALLOW THE CREATING OF  
PARCELS LESS THAN THE MINIMUM LOT SIZE AND TO ALLOW AN  
ACCESSORY STRUCTURE ON A LOT WITHOUT A PRINCIPLE STRUCTURE**

**CASE NO. 09-25WAV  
(James Brown)**

Property located at 1186 90<sup>th</sup> Street and legally described as follows:

**Description #5**

**The south 207 feet of the North 1068 feet of the East 354 feet of the NW1/4 NW1/4 of Section 20, T 27N., R22W, subject to an easement for road purposes over the East 30 feet and the West 30 feet thereof.**

**Description #6**

**The East 354 feet of the NW1/4 NW1/4 of Section 20, T27N, R22W, except the North 1068 feet and subject to an easement for road purposes over the West 30 feet and the South 30 feet and the East 30 feet thereof.**

**WHEREAS**, an application has been received for two Variances to allow lots less than the required 2.5 acre minimum lot size and to allow an accessory structure on a property without a principle structure;

**WHEREAS**, the afore described property is zoned E-1, Estate Residential;

**WHEREAS**, a Variance may be granted by the City Council from the strict application of the provisions of the City Code Title 10, Chapter 3-4 and conditions and safeguards imposed in the variance so granted where practical difficulties or particular hardships result from carrying out the strict letter of the regulations of the Zoning Code, as per City Code 10-3-4: D.;

**WHEREAS**, the City of Inver Grove Heights Planning Commission reviewed the request on September 15, 2009 in accordance with City Code 10-3-3: C.;

**WHEREAS**, a hardship, was found to exist not based on economic reasons. Rather the hardship consists of (NEEDS TO BE STATED).

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS**, that the variance to allow lots less than the required 2.5 acre minimum lot size and to allow an accessory structure on a property without a principle structure is hereby approved with the following condition:

1. The accessory structure shall not be used for commercial uses or storage related to a commercial use.

**BE IT FURTHER RESOLVED** that the Deputy Clerk is hereby authorized and directed to record a certified copy of this Resolution at the Dakota County Recorder's Office.

Adopted by the City Council of Inver Grove Heights this 28th day of September, 2009.

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George Tourville, Mayor

Ayes:

Nays:

ATTEST:

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Melissa Rheaume, Deputy Clerk

**RECOMMENDATION TO  
CITY OF INVER GROVE HEIGHTS**

**TO:** Mayor and City Council of Inver Grove Heights  
**FROM:** Planning Commission  
**DATE:** September 15, 2009  
**SUBJECT:** **JAMES BROWN - CASE NO. 09-25WAV**

**Reading of Notice**

The public hearing notice was read at the September 1, 2009 Planning Commission meeting.

**Continuation of Public Hearing (public hearing remained open from September 1, 2009)**

Allan Hunting, City Planner, explained the request as detailed in the report. He explained that the request is for a waiver of plat, a variance from minimum lot size in the E-1 zoning, and a variance to allow an accessory structure on a lot without a principle structure. Mr. Hunting advised that the applicant is requesting to re-subdivide his property into two parcels based on the original legal descriptions when the property was platted in the 1950's. Mr. Hunting advised that at some point in time the two lots were combined into one tax parcel. The proposed parcels would each be smaller than the E-1 zoning minimum lot size of 2.5 acres and staff believes that allowing the waiver of plat would be contrary to past actions taken by the City in this particular area to reduce the number of substandard sized lots. Staff does not find a viable hardship and recommends that the applicant improve the access should the request be approved. Staff recommends denial of the request.

Commissioner Simon asked if this area had been part of the ghost platting era of the 90's, to which Mr. Hunting replied it was not.

Commissioner Simon asked if staff received any comments from the neighbors.

Mr. Hunting replied that he received one call from a neighbor who had questions in regards to the existing barn; no concerns were stated.

Commissioner Wippermann asked if the two lots in question were combined prior to the current owner purchasing the property, to which Mr. Hunting replied in the affirmative.

Chair Bartholomew asked if the applicant owned the lot to the west as well, to which Mr. Hunting replied in the affirmative.

Jim Brown, 1186 – 90<sup>th</sup> Street, stated he was unsure why the property was combined into one tax parcel but would like to return it to its original platting of two lots and for it to be allowed to be similar in size to the property to the north and west of his. Mr. Brown advised that he currently accesses his property from the east but the property could be accessed from the west as well, although the road configuration changed as it neared his property. He stated he would be hesitant to request that one of his neighbors remove their trees, etc. in order to do road improvements.

Commissioner Gooch asked why the applicant wanted to subdivide, to which Mr. Brown replied

he wanted to be allowed to have lots equal in size to some of those in his neighborhood. He noted there were some lots in the development south of him that were just under 2.5 acres as well.

Chair Bartholomew asked if the applicant's understanding was that the property was consolidated by the County, to which Mr. Brown replied he was unsure.

Chair Bartholomew asked if there would be an opportunity if necessary to procure easement rights on the road to the east across from the newly formed lot, to which Mr. Brown replied in the affirmative.

Chair Bartholomew asked if the City would require that Mr. Brown upgrade the easterly road all along the southern lot or could it be improved only to Mr. Brown's driveway opening, to which Mr. Hunting replied that Mr. Brown would likely have to improve the road only to the driveway opening.

Commissioner Wippermann stated that while the lots immediately to the west and the two lots immediately to the north of the subject property were smaller, the majority of the lots in the area appeared to be 2.5 acres or larger.

Mr. Hunting advised that Commissioner Wippermann's statement was correct.

Mr. Brown advised that the lot to the northwest was consolidated just a few years ago.

Commissioner Hark asked if the applicant knew of any hardship for this request, to which Mr. Brown replied the hardship was that the property was originally platted as two lots and there were other lots in the neighborhood less than 2.5 acres in size.

Commissioner Simon referred to the applicant's previous statement that there were two accesses to the property, and asked if emergency vehicles would be able to access the applicant's home from the western road.

Mr. Brown replied they would not.

Commissioner Simon stated there was actually only one access then.

Mr. Brown responded there would be two accesses to the northern lot, however, the only access to his existing home would be from the easterly road. Mr. Brown advised that he has seen larger trucks (FedEx, etc.) use the westerly road and large commercial vehicles use the easterly road with no difficulty.

#### **Planning Commission Discussion**

Chair Bartholomew asked if the requirement for improving the condition of the road would be addressed at the time of building permit issuance.

Mr. Hunting replied staff would prefer that the road be improved prior to the recording of the waiver of plat so as to avoid putting that burden on whoever purchases the property in the future.

Chair Bartholomew stated it would be difficult for him to support the request without a valid hardship.

**Planning Commission Recommendation**

Motion by Commissioner Wippermann, second by Commissioner Simon, to deny the request for a waiver of plat to create two parcels from the existing one tax parcel, a variance to allow the lots to be less than the required 2.5 acre minimum, and a variance to allow an accessory structure on a lot without a principle structure, due to lack of hardship and the fact that this would be a significant reduction in minimum lot size from what the zoning district would allow, for the property located at 1186 – 90<sup>th</sup> Street.

Motion carried (9/0). This matter goes to the City Council on September 28, 2009.

**PLANNING REPORT**  
**CITY OF INVER GROVE HEIGHTS**

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**REPORT DATE:** September 10, 2009

**CASE NO:** 09-25WAV

**APPLICANT:** James Brown

**PROPERTY OWNER:** James Brown

**REQUEST:** Waiver of Plat and Variances

**HEARING DATE:** September 15, 2009

**LOCATION:** 1186 E. 90<sup>th</sup> Street

**COMPREHENSIVE PLAN:** RDR, Rural Density Residential

**ZONING:** E-1, Estate Residential

**REVIEWING DIVISIONS:** Planning

**PREPARED BY:** Allan Hunting  
City Planner

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**BACKGROUND**

The applicant is proposing to re-subdivide his land into two parcels based on the original legal descriptions when the property was platted sometime in the 1950's. The proposed parcels would both be less than the E-1 zoning minimum lot size of 2.5 acres. The northern lot would be 1.68 acres and the southern lot would be 1.95 acres. There is also an existing accessory structure that would end up being on the northerly lot without a principle structure. The applicant's house would then be located on the southern parcel. The applicant has no plans to sell or develop the proposed lot. The basis of the request is to allow the two legally described parcels to exist with their own tax parcel numbers.

The City recognizes the County tax parcel number or "PID" as the "official" lot size and boundary for zoning purposes. The property was divided into a number of lots per the survey dated 1955 that was submitted by the applicant. At some point in time, the subject lots, parcels #5 and #6 were combined into one tax parcel. Parcels #5 and #6 as described by legal description are no longer individual lots of record but exist as one single lot per the boundary of the tax parcel number. In order to re-create the originally described parcels, a variance is necessary to create lots less than the required 2.5 acre minimum lot size. There are no "grandfathering" clauses in this type of situation to allow the tax parcel to be divided back to the original boundaries without City Council approval.

The specific requests include the following:

1. A **Waiver of Plat** to create two parcels from the existing one tax parcel.
2. A **Variance** to allow the lots to be less than the required 2.5 acre minimum.
3. A **Variance** to allow an accessory structure on a lot without a principle structure.

### **EVALUATION OF THE REQUEST**

The property is surrounded by residential lots of varying sizes. All surrounding parcels are guided RDR and are zoned E-1, Estate Residential.

#### **WAIVER OF PLAT**

Lot Size. The waiver of plat consists of dividing a 3.63 acre parcel into two parcels. The submitted survey of the property identifies the parcels in question as Parcels #5 and #6 from a survey dated October 20, 1955. Parcel #5 would be recreated to its original 1.68 acres and the balance into its original Parcel #6 of 1.95 acres. The survey that was done in 1955 shows Parcels #1 - #9 to be between 1.67 and 1.95 acres in size. Some of these parcels remain in their original size and others have been combined into one tax parcel.

Staff looked into the history of why some of the lots have been combined and why some exist as originally divided. During a period in the 1980's, the County had a practice of combining adjacent lots if owned by the same party, into a single tax parcel. A property on the north end of the subdivision was affected by this practice and was re-divided in 1986. This practice however, did not affect the subject lot. In 1976, a previous owner of the subject property went through a variance process to build on the 3.63 acre lot that was zoned A, Agricultural at the time. The lot was substandard in size because it did not meet the 5.0 acre lot size. Council approved a variance to build on the lot but required a rezoning to be processed to E-1 to avoid inconsistency with lot sizes. County maps in the planning file at that time show parcels 5 and 6 as one tax parcel. Therefore, the combination of parcels 5 and 6 predated the County's old practice of combining lots and the lots must have been combined by an owner prior to 1976.

In 1977, the property owner of the lot immediately to the north of this subject property was granted a variance from minimum lot size to build a home on the 1.68 acre lot. The hardship being there was no way of combining two vacant lots to meet minimum lot size.

This past history shows that a previous owner combined the lots and that it was not done by a county action. Past city actions has shown that the Council has made attempts to continue to consolidate the lots in the subdivision so they meet the requirements of the E-1 district, rather than allow smaller lots to continue. In this case, the request to re-divide the parcels would be contrary to the City's efforts to combine the lots so they meet the minimum 2.5 acre minimum lot size.

Access. Access to the proposed lot would be via a private road that connects to 90<sup>th</sup> Street. There is an existing 60 foot wide access easement for all of the lots, so legal access for the lot currently

exists. The private road surface is gravel and is approximately 10-12 feet wide. The length of the road is approximately 1000 feet long and serves six homes. The Zoning Ordinance has a provision which is based on fire code requirements addressing minimum access widths for private roads and driveways. The code requires driveways or roads serving more than two homes or structures shall have a minimum unobstructed width of 20 feet and a vertical opening width minimum of 13.5 feet. Based on observations by the Fire Marshal and Planning staff, the current road does not comply with these minimums. The existing homes have been built at different times and some regulations may have changed along the way. However, if a new lot is being created, then the road should be brought up to standards, both city and state fire codes. This requirement could be addressed with a condition where the future land owner would be responsible for bringing the driveway into compliance as part of the building permit process. This however, puts the burden on a future landowner that may not be aware or have planned on needing to improve a private driveway beyond their own property line. Staff also looks at this situation as that in order to re-subdivide this parcel, the driveway should be brought into compliance by the applicant or developer when the property is divided and not shift the burden to the next landowner. The property also abuts another private road to the east, but the same issues came up when a landowner applied to divide their property. In that case also, the private road did not meet minimum standards and would have been required to be upgraded as part of the approval to subdivide their land.

A condition of approval could be that the driveway along 90<sup>th</sup> Street be brought into compliance with city code as part of a building permit and prior to certificate of occupancy. An alternative condition could be that prior to recording the waiver of plat, the applicant or developer shall bring the entire length of the private road into compliance with city code. That way, the lot would meet access requirements up front without defraying these costs to a future landowner.

The driveway to the existing house would end up on the separate lot if the lots are divided. In order to address this situation, the application has two options. Either move the existing driveway so it reconstructed wholly on the southerly parcel (parcel #6), or grant a driveway easement to allow the driveway to remain on the northerly lot (parcel #5). If the easement option is chosen, a legal description would be required to identify the actual location of the driveway and a driveway access easement would be required to be drafted and recorded along with the waiver of plat. The easement and the legal description would be the responsibility of the applicant and would be required to be submitted to the city and reviewed by the City Attorney prior to the waiver of plat being recorded.

Soil Borings. The applicant has provided soil borings for the vacant lot to verify the soils would be suitable for a septic system. The Building Inspections Department has reviewed the soil boring information and notes that the soil types would be suitable for septic systems.

Park Dedication. Park dedication would be required for the new lot. A cash contribution of \$4,011 is payable at the time of the release of the waiver of plat resolution.

## VARIANCES

As stated previously, two variances are being requested as part of this application. The first is to allow lots that would be less than the required 2.5 acre minimum lot size in the E-1 District. The other is to allow the exception of having an accessory structure on a lot before a principal structure exists.

The City Code states that the City Council may grant variances in instances where practical difficulties exist or where a hardship would be imposed upon the property owner if the code were strictly enforced. In order to grant the requested variances, the City Code identifies several criteria which are to be considered. The applicant's request is reviewed below against those criteria.

- a. *Special conditions apply to the structure or land in question which are peculiar to such property or immediately adjoining property, and do not apply generally to other land or structures in the district in which said land is located.*

In actuality, no new lot is being created. The overall impact is re-establishing the lots as originally surveyed. However, during the 1970's, the City processed a couple of lot size variances for this particular subject lot and the lot immediately to the north. In both cases the variances were approved with the hardship no additional vacant lots were available for sale that could increase the size of the lot in question. The Council has made attempts to continue to consolidate the lots in this subdivision so they meet the requirements of the E-1 district rather than allow smaller lots to continue. In this case the request would be contrary to the City's efforts to combine the lots so they can meet the required 2.5 acre minimum lot size.

The existing accessory structure is oriented towards the other buildings on the lot and it does not have a driveway. Its use for things not allowed in the Code would appear to be very limited.

- b. *The granting of the application will not be contrary to the intent of the Zoning Code or the Comprehensive Plan.*

The variance from minimum lot size does appear to be contrary to the Zoning Code as the intent is to minimize the impact of substandard size lots and combine where possible. Allowing the property to re-divide would be contrary to this intent.

Allowing the accessory structure on a lot without a principle structure does not appear to have a negative impact on the intent of the ordinance.

The

- c. *The granting of such variance is necessary as a result of a demonstrated undue hardship or difficulty, and will not merely serve as a convenience to the applicant.*

No hardship appears to exist to allow the parcel to be re-divided. The property currently meets minimum lot size and contains a home and accessory structures. There is no burden being placed on the land owner by maintaining the two lots in one tax parcel, the lot meets and is required to meet minimum lot size. Allowing the division would be contrary to the City's efforts to combine the lots in this neighborhood to eliminate the substandard lots.

- d. *Economic considerations alone do not constitute an undue hardship.*

Economic considerations do not appear to be the sole basis for this request.

## **ALTERNATIVES**

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

- A. **Approval.** If the Planning Commission finds the application to be acceptable, the following action should be taken:
- Approval of the **Waiver of Plat** allowing Parcels #5 and #6 per the survey dated 10/20/55 as individual tax parcels subject to the following conditions:
    1. Prior to release of and recording the waiver of plat, the applicant shall either move the existing driveway to the house on parcel #6 so it does not encroach onto parcel #5, or a driveway easement shall be required to be recorded allowing the driveway to encroach onto parcel #5. The applicant shall be responsible for providing the driveway easement document including a legal description of the easement area. Said easement document shall be reviewed by the City prior to recording.
    2. Park dedication shall consist of a cash contribution of \$4,011 payable at time of release of the Resolution to the County.
  - Approval of the **Variiances** to allow Parcels #5 and #6 to be less than the required 2.5 acre minimum lot size and to allow an accessory structure on a lot prior to a principle structure subject to the following condition:
    1. The accessory structure shall not be used for commercial uses or storage related to a commercial use.
- B. **Denial.** If the Planning Commission does not favor the proposed application, the above request should be recommended for denial. With a recommendation for denial, findings or the basis for the denial should be given.

**RECOMMENDATION**

Staff believes allowing the waiver of plat and creating two lots less than 2.5 acres in size would be contrary to past actions taken by the City in this particular area to eliminate or reduce the number of substandard sized lots. A valid hardship does not appear to be present. Staff does not recommend approval of the request.

If the Planning Commission finds the request acceptable, staff has included conditions that would address the main issues that need to be handled. The Planning Commission should however, include a condition regarding the improvements to the existing private road as either a requirement of the developer or the future landowner.

Attachments: Location Map  
Waiver of Plat Map  
Surrounding Lot Size Map

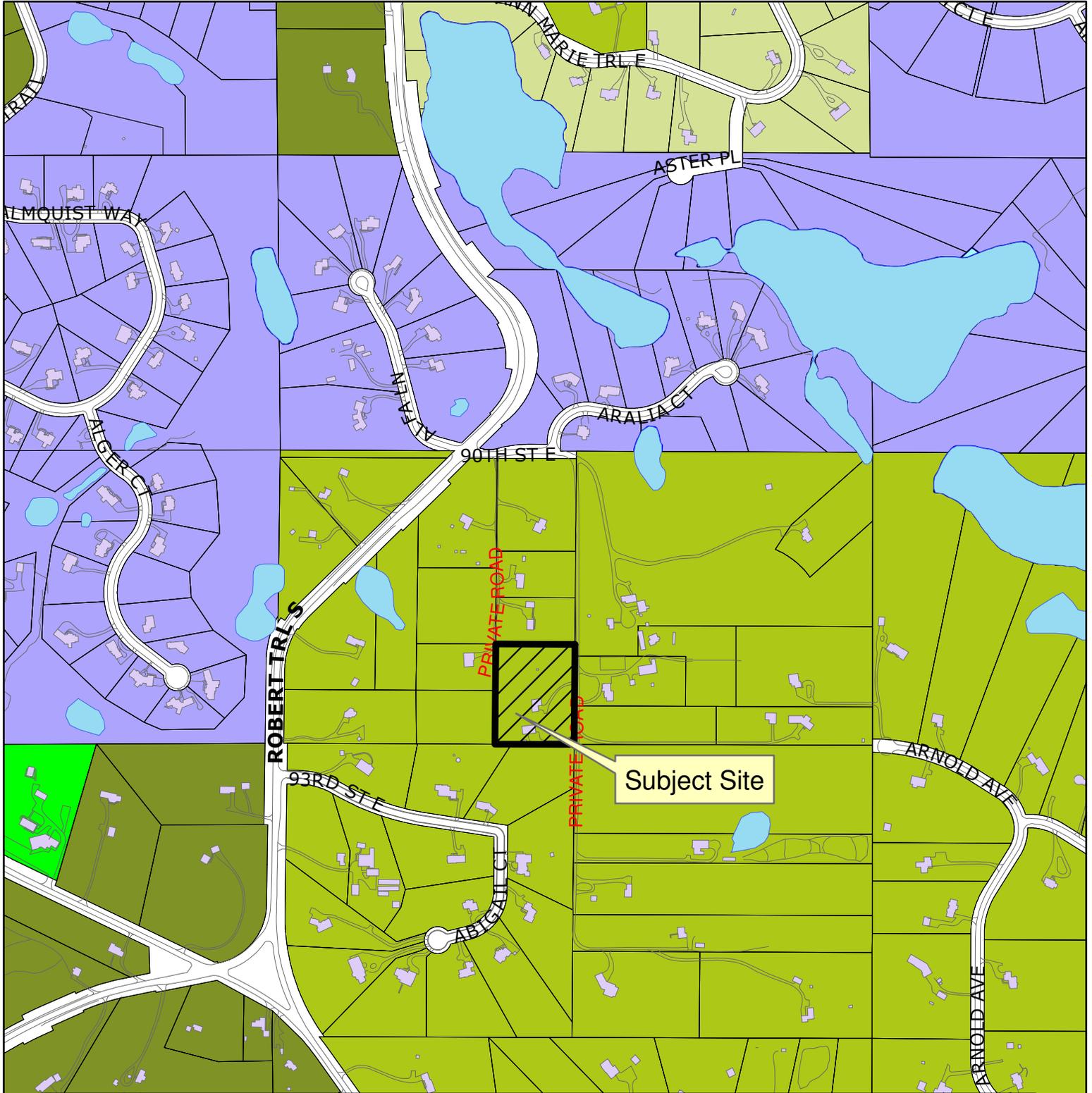


# Location Map

## Case No. 09-25WAV

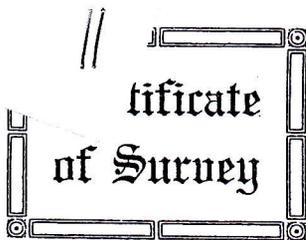


NOT TO SCALE



### Legend

A, Agricultural	R-1C, Single Family (0.25 ac.)	R-4, Mobile Home Park	OP, Office Park	I-1, Limited Industrial
E-1, Estate (2.5 ac.)	R-2, Two-Family	B-1, Limited Business	PUD, Planned Unit Development	I-2, General Industrial
E-2, Estate (1.75 ac.)	R-3A, 3-4 Family	B-2, Neighborhood Business	OFFICE PUD	P, Public/Institutional
R-1A, Single Family (1.0 ac.)	R-3B, up to 7 Family	B-3, General Business	Comm PUD, Commercial PUD	Surface Water
R-1B, Single Family (0.5 ac.)	R-3C, > 7 Family	B-4, Shopping Center	MF PUD, Multiple-Family PUD	ROW



FROM THE OFFICE OF  
**P. R. McLAGAN**  
 DAKOTA COUNTY SURVEYOR

233 Dakota Avenue WEST ST. PAUL 7, MINN.

MINNESOTA REGISTERED LAND SURVEYOR

I Hereby Certify that this plat shows a survey made by me of the property described on this plat, and that the corners are correctly placed as shown, and that all locations, encroachments, etc., have been correctly shown.

Surveyed For Herb Sachs  
 Date October 20, 1955  
 Scale 1 inch = 200 feet

**P. R. McLAGAN**  
 COUNTY SURVEYOR  
 By Wayne M. Legan  
 Deputy Revised - 9-11-72  
WML

Road Easements

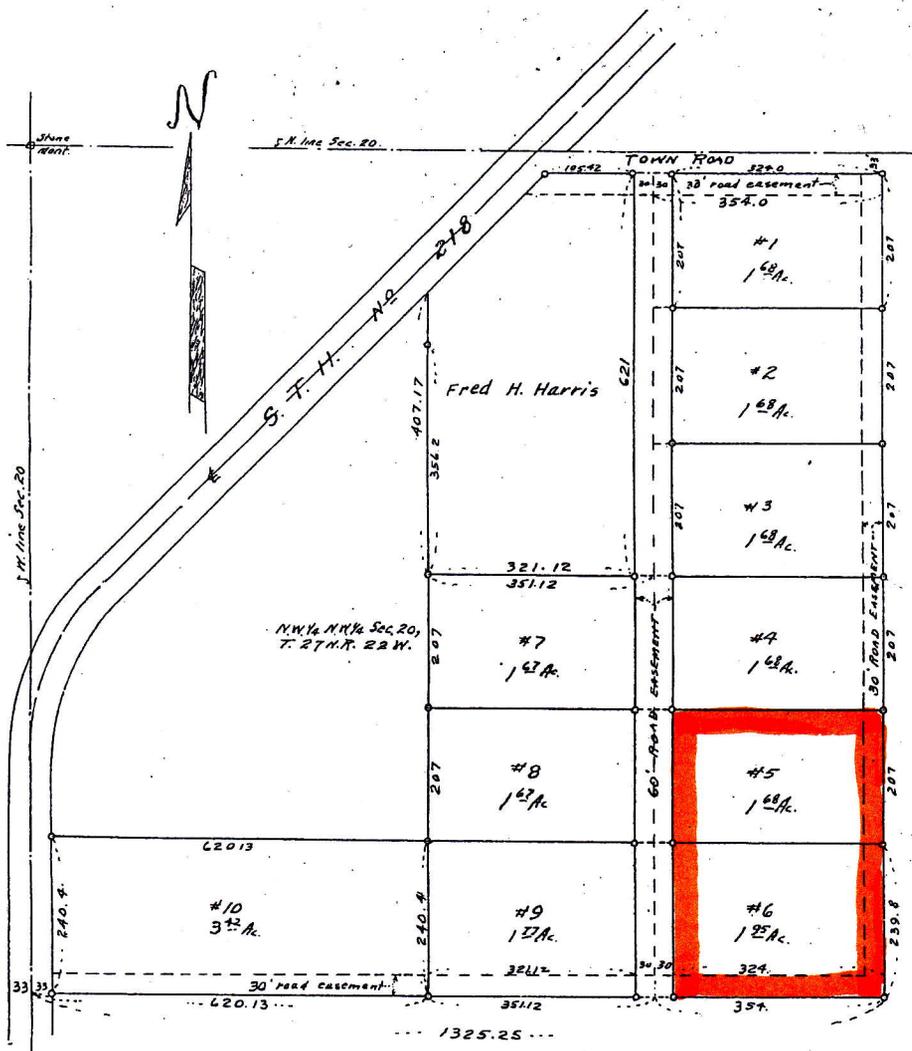
The South 33 feet of the North 66 feet of the NW $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 20, T.27N.,R.22W., lying East of S.T.H. No. 218.

The East 30 feet of the NW $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 20, T.27N.,R.22W.

The West 60 feet of the East 384 feet of the NW $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 20, T.27N.,R.22W.

The South 30 feet of the NW $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 20, T.27N.,R.22W.

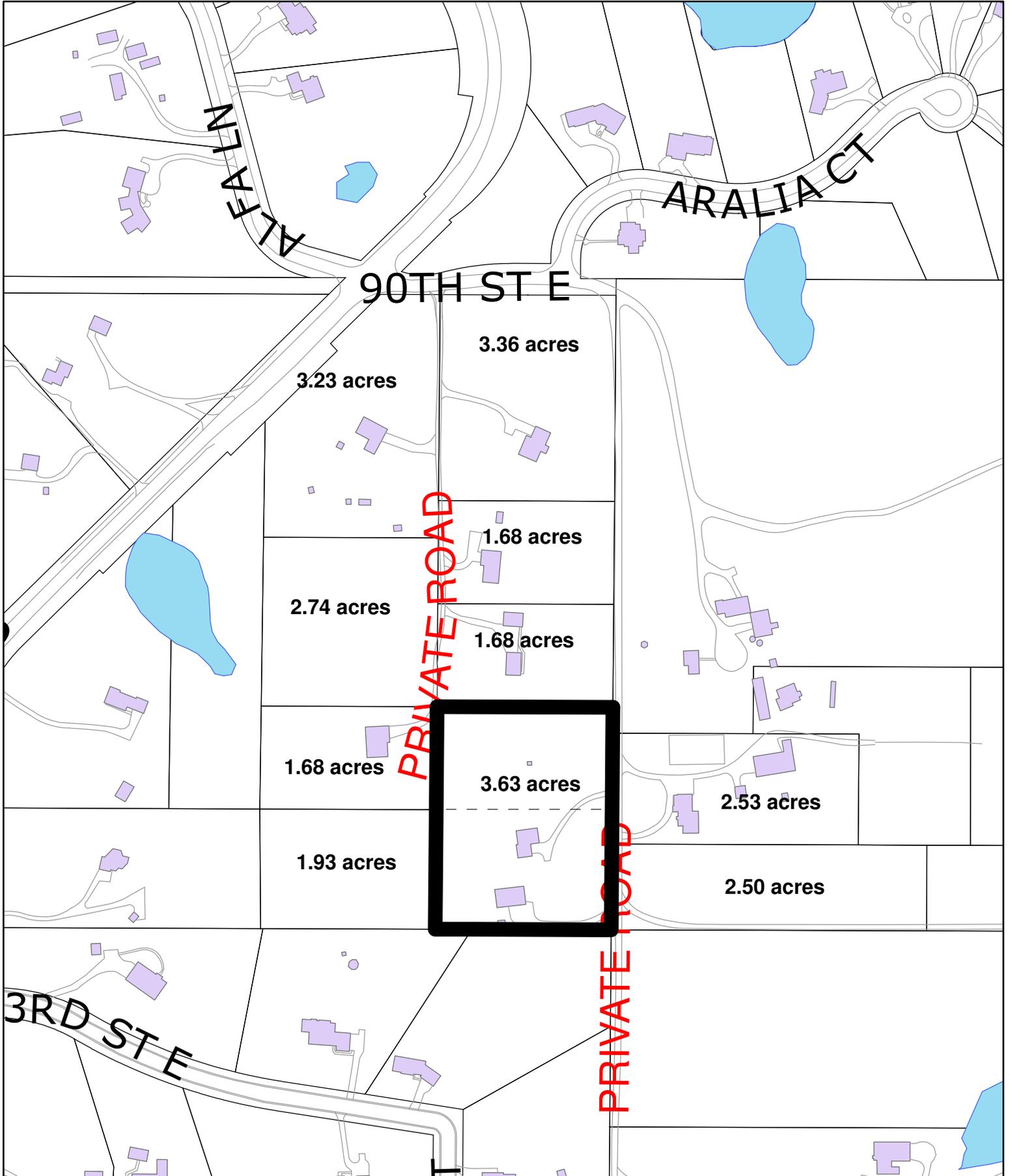
o Indicates iron monument





# Surrounding Lot Sizes

## Case No. 09-25WAV



**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**CITY OF INVER GROVE HEIGHTS;** Consider the second reading for a **Zoning Code Amendment** relating to exterior building materials in the rural zoning districts (A, E-1, E-2).

Meeting Date: September 28, 2009  
 Item Type: Regular Agenda  
 Contact: Jenn Emmerich; 651.450.2553  
 Prepared by: Jenn Emmerich, Asst. City Planner  
 Reviewed by: Levander, Gillen & Miller

<b>Fiscal/FTE Impact:</b>	
<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**

- a) Consider the second reading for a zoning code amendment relating to exterior building materials in the rural zoning districts (A, E-1 and E-2).
  - Requires 3/5th's vote

**SUMMARY**

Background The City Council directed staff to hold a public hearing regarding changing the requirements relating to exterior building materials. Planning Commission held a public hearing on August 18, 2009 and the first reading of the ordinance was heard on September 14, 2009.

Analysis After discussing the original draft ordinance with the city attorney, it was determined that the language should be modified to tighten up the meaning. The first draft allowed structures to be covered with all prohibited materials. The modified, attached draft only allows for plastic-covered hoop structures, which was Council's intent.

**RECOMMENDATION**

Planning Staff Recommends approval of this ordinance amendment.

Planning Commission Recommends approval of the request (7-0).

Parks and Recreation Not applicable.

Attachments Ordinance Amendment

**CITY OF INVER GROVE HEIGHTS**

**DAKOTA COUNTY, MINNESOTA**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING TITLE 10, CHAPTER 15, SECTION 10-15-17 (ZONING CODE – EXTERIOR BUILDING MATERIALS) OF THE CITY CODE.**

The City of Inver Grove Heights hereby ordains as follows:

SECTION 1. AMENDMENT. Inver Grove Heights City Code Title 10, Chapter 15, Section 10-15-17 is amended to read as set forth below.

Title 10, Chapter 15, Section 10-15-17. EXTERIOR BUILDING MATERIALS.

- A. Commercial, Industrial And Institutional Buildings: All exterior vertical surfaces of any principal or accessory structure in a B, I or P zoning district shall have an equally attractive or the same fascia as the front. At least fifty percent (50%) of the exterior vertical surface shall consist of one or a combination of the following or similar materials: brick veneer; sculptured, textured or concrete block or panels; natural wood siding; steel, aluminum or vinyl lap siding; natural stone or glass. A maximum of one-third ( $\frac{1}{3}$ ) of a building wall is permitted to have sheet or corrugated steel or aluminum finish.
- B. Residential Principal Structures:
  - 1. All exterior surfaces of a residential principal structure must be completed within one year of the issuance of a building permit. A six (6) month extension may be granted if a written request is submitted to the city planner ten (10) working days prior to the termination of the one year time limit.
  - 2. Exterior walls of all principal structures in all residential zoning districts (R, A, and E districts) must be covered only with siding (e.g., wood, vinyl, aluminum or

metal horizontal lap), stucco, brick, glass, composite plastic or other comparable material as approved by the city planner.

3. Cloth, fabric, canvas, plastic sheets, tarps, tarpaper, insulation, sheet metal and corrugated metal shall be prohibited as final covers for exterior walls and roofs for all principal structures in all residential zoning districts (R, A and E districts).

C. Residential Accessory Structures:

1. Completion Period: All exterior surfaces of a residential accessory structure must be completed within one year of beginning construction. A six (6) month extension may be granted if a written request is submitted to the city planner ten (10) working days prior to the termination of the one year time limit.

2. Allowed Materials: Exterior walls of all accessory structures in all residential zoning districts (R, A and E districts) must be covered only with siding (e.g., wood, vinyl, aluminum or metal horizontal lap), stucco, brick, glass, composite plastic or other comparable material as approved by the city planner. Provided, however, sheet metal, corrugated metal or shaped metal material may also be used to cover exterior walls of accessory structures under one hundred twenty (120) square feet in all residential zoning districts (R, A and E districts).

3. Prohibited Materials: Cloth, fabric, canvas, plastic sheets, tarps, tarpaper and insulation shall be prohibited as final covers for exterior walls and roofs for all accessory structures in all residential zoning districts (R, A and E districts). In all residential zoning districts (R, A and E districts), the placement or use of framing for hoop houses or other hoop designed apparatus, tent garages and other similar apparatus is prohibited, whether it is an accessory structure or an apparatus as described in subsection C5 of this section.

4. Conditional Use Permit: Except for structures under one hundred twenty (120) square feet, sheet metal, corrugated metal or shaped metal material used to cover exterior walls shall be prohibited on all residential detached accessory structures, unless a conditional use permit is approved for its use by the city council. A conditional use permit may only be issued by the city council for sheet metal, corrugated metal or shaped metal material siding for lots in the A or E-1 zoning districts, and only if the sheet metal, corrugated metal or shaped metal material siding has a thickness of at least 29-gauge, and comes with a manufacturer's warranty of at least twenty (20) years.

5. Apparatus: All limitations, restrictions, regulations, prohibitions and standards set forth in this subsection C relating to accessory structures shall also apply to the following:

Nonpermanent or movable apparatus or units, not permanently affixed to the ground, consisting of a frame that is to be used for or intended to be used for storage or other use. These include apparatus commonly known as hoop houses or other

hoop designed apparatus, tent garages and other similar apparatus.

The framing for hoop houses or other hoop designed apparatus, tent garages and other similar apparatus is prohibited, whether it is an accessory structure or an apparatus as described in this subsection C5.

6. Exceptions: The following are excluded from the requirements of this subsection C.

a. Playground equipment.

b. Camping tents and special event tents which are in place for less than five (5) days.

c. Commercial greenhouses.

d. Accessory structures to principal agricultural uses (i.e., farms, ranches, stables, greenhouses, nurseries, and uses deemed similar by the city council) in the A and E-1 zoning districts.

e. Accessory structures used as carports and nonpermanent or movable apparatus or units used as carports. (Ord. 1182, 9-8-2008)

f. Hoop houses and other hoop designed apparatus, whether as accessory structures and non-permanent or moveable apparatus may be placed and used and may be covered with plastic sheets if they meet the following:

1. Located on lots greater than or equal to 2.5 acres in the "A" and "E" Zoning Districts;
2. Maximum size of 500 square feet; and
3. Minimum setback of 50 feet from all property lines.

SECTION 2. EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage and publication according to law.

Passed this \_\_\_\_ day of \_\_\_\_\_, 2009.

Ayes \_\_\_\_

Nays \_\_\_\_

\_\_\_\_\_  
George Tourville, Mayor

Attest:

\_\_\_\_\_  
Melissa Rheume, Deputy Clerk

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

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ATTORNEYS AT LAW

TIMOTHY J. KUNTZ  
DANIEL J. BEESON  
\*KENNETH J. ROHLF  
◊STEPHEN H. FOCHLER  
◊JAY P. KARLOVICH  
ANGELA M. LUTZ AMANN  
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DAVID B. GATES  
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HAROLD LEVANDER  
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\*ALSO ADMITTED IN WISCONSIN  
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◻ALSO ADMITTED IN MASSACHUSETTS  
◻ALSO ADMITTED IN OKLAHOMA

## MEMO

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**TO: Inver Grove Heights Mayor and Council Members**  
**FROM: Timothy J. Kuntz and Bridget McCauley Nason, City Attorneys**  
**DATE: September 28, 2009**  
**RE: Removal of Encroachments**

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### Overview of Encroachment Issue

A recent survey of City parks has revealed a number of encroachments onto City property, ranging from landscaping extending into the City park to structures such as sheds located entirely on park property. In the past, the City has occasionally entered into Encroachment Agreements which allowed an encroachment to remain on City property pursuant to the terms and conditions of the agreement. At this time, the City has inquired about its ability to compel removal of such encroachments by the person who placed the encroachment on the City property and/or the current owner of the property adjacent to the encroachment.

### Analysis of the City's Ability to Compel Removal of Encroachments on City Property

Encroachments on City property can take many forms, ranging from mowing, mulching, or landscaping to sheds, pools, fire pits, and fences. **The law states that the responsibility to remove an encroachment rests with both the person who placed it on the City's property as well as with persons who are the successors in legal interest to the encroachment.** If the current landowner caused the encroachment to be placed on City property, that landowner is clearly responsible for the removal of the encroachment at the landowner's own cost. Where, however, the current landowner claims that the encroachment was placed on City property by a previous landowner, the City must determine whether the current landowner possesses a legal interest in the encroachment sufficient to compel the current landowner to remove it.

Whether the current landowner is the successor in legal interest to the encroachment is a fact-driven determination. Such determination can be made by looking at the following factors:

1. Whether the encroachment is attached to a permanent structure or object that is located on the current landowner's property; and if not

2. Whether evidence exists indicating that the current landowner has used and executed more than a scintilla of control over the encroachment and such control has been exercised to the exclusion of others. This may be shown by the landowner's improvement, expansion, alteration, maintenance, or repair of the encroachment.

If the encroachment is attached to a permanent structure or object located on the current landowner's property, the current landowner may be deemed to be the possessory successor in legal interest in the encroachment, and can be required to remove the encroachment. If the encroachment is not attached to the current landowner's property, the City must establish that the current landowner is the successor in legal interest in the encroachment before it may compel the landowner to remove the encroachment. In order to establish that the current landowner has a legal interest in the encroachment, the City will need to review the current landowner's use of the encroachment, including what, if anything, they have done to exercise control over the encroachment. If the City cannot prove that the current landowner has a legal interest in the encroachment, the City cannot compel them to remove the encroachment.

Listed below are three examples of encroachment situations the City may encounter:

Example A: Where an encroachment is attached to the adjacent landowner's property, such as where a fence runs continuously along both the property of the landowner and also encroaches on City property, the current owner of the property, whether they put the fence up or purchased the property from a previous owner who had constructed the fence, has a legal interest in the fence, and can be required to remove it from the City property.

Example B: Where a shed or similar structure is located on the City property, if the current landowner, to the exclusion of others, has used the shed for storage, repaired, maintained or improved the shed, or otherwise treated it as his or her own, the evidence indicates that the current landowner is the legal possessory successor in interest to the person who initially placed the shed on the City's property, and can be required to remove it from the City property.

Example C: Where a brush pile, fire pit or similar structure, whether moveable or fixed to the City property, has not been used by the current landowner, and there is no evidence that the current landowner has improved, maintained, cared for, repaired, or otherwise exercised control or possession of the encroachment to the exclusion of others, the current landowner most likely cannot be compelled to remove the encroachment from the City property, although the individual who initially placed the encroachment on the City property could be required to do so.

### **Conclusion**

Individuals who place encroachments on City property commit a trespass upon City property and may be compelled to remove the encroachment. A trespass may also be committed "by the continued presence on the [City's property] of a structure, chattel, or other thing which the [current landowner's] predecessor in legal interest therein has [wrongfully] placed there if the [current landowner], having acquired his or her legal interest in the thing with knowledge of the [wrongful] conduct or having thereafter learned of it, fails to remove the thing." AMERICAN LAW

INSTITUTE, RESTATEMENT (SECOND) OF TORTS, FAILURE TO REMOVE THINGS TORTIOUSLY PLACED ON LAND, § 161 (2009). Where the current landowner claims that a previous landowner is responsible for placing the encroachment on City property, the City must engage in a fact-specific inquiry to determine whether the current landowner is a successor in legal interest to the original landowner such that they may be compelled to remove the encroachment.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**Consider Request of Arbor Pointe Master Association for Reimbursement of Boulevard Cleaning Expenses**

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Meeting Date: September 28, 2009  
Item Type: Regular  
Contact: Joe Lynch, 651-450-2511  
Prepared by: Melissa Rheume  
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 request of Arbor Pointe Master Association for Reimbursement of Boulevard Cleaning Expenses

**SUMMARY:**

Paul Roth, property manager for the Arbor Pointe Master Association, asked that the Council take formal action on the reimbursement request made to the City for asphalt debris removal along Cahill in the spring of 2009.

Attached is the initial reimbursement request of June 8, 2009, Mr. Joe Lynch's written response dated June 17, 2009, and Mr. Roth's subsequent request for the item to be placed on the September 28<sup>th</sup> agenda.

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

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**PROVIDE DIRECTION ON CITIZEN REQUEST TO LIMIT THE NUMBER OF GARAGE SALES/FLEA MARKETS IN RESIDENTIAL NEIGHBORHOODS**

Meeting Date: September 28, 2009  
Item Type: Regular  
Contact: JTeppen, Asst City Admin  
Prepared by:  
Reviewed by:

<b>Fiscal/FTE Impact:</b>	
<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** Provide direction to staff on a request from a resident on limiting the number of garage sales/flea markets in residential neighborhoods.

**SUMMARY** Staff has received a request from a resident for an ordinance that would put limitations on residents on the number and frequency of garage sales and/or flea markets that can be held.

The resident specifically suggested that garage sales and/or flea markets be limited to no more than twice per year for a maximum of two consecutive days each. They cite the disruption to the neighborhood, the number of signs going up, the heavier traffic and the unsightly yard and neighborhood as distractions and annoyances.

Council should provide direction to staff on whether or not they wish to consider an ordinance amendment restricting the number and frequency of garage sales/flea markets.

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

---

ATTORNEYS AT LAW

ROGER C. MILLER  
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DANIEL J. BEESON  
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◊STEPHEN H. FOCHLER  
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## MEMO

---

**TO: Mayor and Councilmembers**  
**FROM: Timothy J. Kuntz and Kenneth J. Rohlf, City Attorneys**  
**DATE: October 12, 2009**  
**RE: Southern Sanitary Sewer System Improvements**  
**City Project 2003-03**  
**Landowner – Lawrence L. Lenertz, Jr.**

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**Section 1. Background:** The City of Inver Grove Heights (the “City”) authorized construction of the Southern Sanitary Sewer System Improvements, City Project 2003-03 (the “Project”) to provide for the extension of sanitary sewer mains southerly along the west side of Trunk Highway 52 to the City’s southern border near 117<sup>th</sup> Street. Lawrence L. Lenertz, Jr. (“Lenertz”), owns fee title in real property located within the assessment area for the Project as identified by the City (“Property”). At the time the Project was constructed and the assessments were levied, the City believed that the Project would serve and benefit the Property and consequently, the City levied an area assessment of \$28,388.45 and a lateral assessment of \$22,516.50 against the Property for the Project. Lenertz paid the full assessment amount of \$50,904.95.

After reviewing the Project, the City has determined that no lateral benefit from the Project exists at this time for the Property because the Property is too far removed from the main sewer line to derive lateral benefit and a subsequent project would be required to provide lateral service and benefit to the Property. The City has no plan, now or in the future, to order a project that would provide sanitary sewer service to the Property. The Public Works Director and the City Attorney have concluded that the Property should not have been assessed a lateral assessment for the Project. In light of the fact that Lenertz has already paid the entire lateral assessment, the Public Works Director and the City Attorney have concluded that, in exchange for Lenertz waiving his procedural notice and hearing requirements, the lateral assessment levied against the Property should be cancelled and Lenertz should be issued a refund for the lateral assessment paid in the sum of \$22,516.50. By adopting this Resolution, the City is not limited from, at a later date, assessing the Property for lateral benefit at the then prevailing assessment rate if connection to the Project improvements is ever made to provide sanitary sewer service to the Property.

**Recommendation:** The Public Works Director and the Office of the City Attorney recommend that:

1. The Council approve the attached Waiver Agreement between Lenertz and the City;
2. The City cancel the lateral assessment in the sum of \$22,516.50 levied against the Property; and
3. The City issue a refund to Lenertz in the sum of \$22,516.50, because Lenertz has already paid the lateral assessment levied against the Property for the Project.

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

**RESOLUTION NO. 09-\_\_\_\_\_**

**A RESOLUTION CANCELLING THE LATERAL ASSESSMENT  
LEVIED AGAINST THE LENERTZ PROPERTY AND  
ISSUING A REFUND FOR THE LATERAL ASSESSMENT  
PAID BY LENERTZ RELATIVE TO CITY PROJECT 2003-03**

**WHEREAS**, the City of Inver Grove Heights (the “City”) authorized construction of the Southern Sanitary Sewer System Improvements, City Project 2003-03 (the “Project”);

**WHEREAS**, the Project provided for the extension of sanitary sewer mains southerly along the west side of Trunk Highway 52 to the City’s southern termini near 117<sup>th</sup> Street;

**WHEREAS**, Lawrence L. Lenertz, Jr. (“Lenertz”), a single person, owns fee title in real property located in the City of Inver Grove Heights, Dakota County, Minnesota legally described as:

That part of the S½ of SW¼ of Section 34, Township 27, Range 22, and Government Lot 1, Section 12, Township 115, Range 19, Dakota County, Minnesota, described as follows: Beginning at the SW corner of the S½ of SW¼ of said Section 34; thence on an assumed bearing of N 0° 16’ 50” W along the West line of said S½ of SW¼, a distance of 516.74 feet; thence N 89° 30’ East, a distance of 738.64 feet; thence S 0° 16’ 50” East parallel with the West line of the S½ of SW¼, a distance of 660 feet, to the South line of Government Lot 1, Section 12, Township 115, Range 19; thence S 89° 53” 32” West along the South line of Government Lot 1, Section 12, a distance of 694.07 feet to the SW Corner of said Government Lot 1; thence N 0° 14’ 37” East along the West line of said Government Lot 1, a distance of 138.51 feet to the NW corner of said Government Lot 1, said point also being on South line of the S½ of SW¼ of Section 34, Township 27, Range 22; thence S 89° 30’ West along the South line of said S½ of SW¼, a distance of 45.83 feet to the point of beginning, according to the Government survey thereof.

hereafter referred to as the “Property.”

**WHEREAS**, at the time the Project was constructed and the assessments were levied, the City believed that the Project would serve and benefit the Property;

**WHEREAS**, to assist the City in financing the Project, the City levied an area assessment of \$28,388.45 and a lateral assessment of \$22,516.50 against the Property.

**WHEREAS**, Lenertz has made payment of \$50,904.95 for the levied assessments; thereby paying the area and lateral assessments levied against the Property for the Project in full.

**WHEREAS**, after reviewing the Project, the City has determined that no lateral benefit from the Project exists at this time for the Property because the Property is too far removed from the main sewer line to derive lateral benefit and a subsequent project would be required to provide lateral service and benefit to the Property.

**WHEREAS**, the City has no plan, now or in the future, to order a project that would provide sanitary sewer service to the Property.

**WHEREAS**, the Public Works Director and the City Attorney have concluded that the Property should not have been assessed a lateral assessment for the Project.

**WHEREAS**, in light of the fact that Lenertz has already paid the entire lateral assessment, the Public Works Director and the City Attorney have concluded that the lateral assessment levied against the Property should be cancelled pursuant to Minnesota Statute §429.071 and Lenertz should be issued a refund for the lateral assessment paid in the sum of \$22,516.50.

**WHEREAS**, the City has requested Lenertz to waive any rights he may have to notice and hearing with respect to the cancellation of the lateral assessment levied against the Property for the Project and the refund to Lenertz of the lateral assessment levied against the Property for the Project.

**WHEREAS**, by signing the Waiver Agreement attached hereto as Exhibit A, Lenertz has waived any procedural or substantive rights Lenertz may have to notice and hearing requirements with respect to the cancellation of the lateral assessment levied against the Property for the Project and for the refund to Lenertz of the lateral assessment levied against the Property for the Project.

**WHEREAS**, nothing contained herein shall limit the City from, at a later date, assessing the Property for lateral benefit at the then prevailing assessment rate if connection to the Project improvements is ever made to provide sanitary sewer service to the Property.

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

1. The Council hereby approves the attached Waiver Agreement between Lenertz and the City of Inver Grove Heights.
2. The Mayor and Deputy City Clerk are authorized to execute the Waiver Agreement.

3. Pursuant to Minnesota Statute §429.071, the lateral assessment in the sum of \$22,516.50 levied against the Property should be cancelled by the City;
4. Because Lenertz has already paid the lateral assessment levied against the Property for the Project, The City shall issue a refund to Lenertz in the sum of \$22,516.50; and
5. Nothing contained herein shall limit the City at a later date from assessing the Property for lateral benefit at the then prevailing assessment rate if connection to the Project improvements is ever made to provide sanitary sewer service to the Property.

Passed this 12<sup>th</sup> day of October, 2009.

---

George Tourville, Mayor

Attest:

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Melissa Rheume, Deputy City Clerk

**WAIVER**

**WHEREAS**, this waiver shall be continuing and irrevocable and is made knowingly and voluntarily by the undersigned, Lawrence L. Lenertz, Jr., a single person (hereinafter "Lenertz"). All terms and conditions of this waiver shall run with the Property herein described, and shall be binding upon the Property and the successors and assigns of the undersigned Lenertz.

**WHEREAS**, nothing contained herein shall limit the City from, at a later date, assessing the Property for lateral benefit at the then prevailing assessment rate if connection to the Project improvements is ever made to provide sanitary sewer service to the Property.

**NOW, THEREFORE**, Lenertz, for and in consideration of the City of Inver Grove Heights adopting the attached Resolution, hereby waives any procedural or substantive rights Lenertz may have to notice and hearing requirements with respect to the cancellation of the lateral assessment levied against the Property for the Project and for the refund to Lenertz of the lateral assessment levied against the Property for the Project.

Dated: October 12, 2009

**CITY OF INVER GROVE HEIGHTS**

**LENERTZ**

By: \_\_\_\_\_  
George Tourville, Mayor

\_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Melissa Rheaume, Deputy City Clerk

**NOTARY BLOCKS**

STATE OF MINNESOTA    )  
  )  
COUNTY OF DAKOTA    )            ss.

On this 12<sup>th</sup> day of October, 2009, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Rheaume, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and Deputy City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed in behalf of said municipality by authority of its City Council and said Mayor and Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipality.

\_\_\_\_\_  
Notary Public

STATE OF MINNESOTA    )  
  )  
COUNTY OF DAKOTA    )            ss.

The foregoing instrument was acknowledged before me on the 12<sup>th</sup> day of October, 2009, by Lawrence L. Lenertz, Jr., a single person.

\_\_\_\_\_  
Notary Public

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

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

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

ATTORNEYS AT LAW

TIMOTHY J. KUNTZ  
DANIEL J. BEESON  
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HAROLD LEVANDER  
1910-1992  
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ARTHUR GILLEN  
1919-2005  
•  
• ROGER C. MILLER  
1924-2009

**MEMO**

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

---

**TO: Mayor and Councilmembers**  
**FROM: Timothy J. Kuntz, City Attorney**  
**DATE: September 28, 2009**  
**RE: Sale of Cameron Park Property to George Cameron IV for Permanent  
Relocation of Cameron's Liquor Store  
September 28, 2009, City Council Meeting**

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**Section 1. Background.** On July 18, 2009, Cameron's Liquor Store (located on Concord Boulevard) closed for business. The building was purchased by Dakota County for the Concord Street Improvement Project.

Cameron's Liquor Store has temporarily relocated to the old Snyder's Drug Store site in the Village Square Shopping Center.

Cameron's Liquor Store is in the process of preparing land use applications and platting submissions for consideration by the Council with respect to a permanent relocation across the street from its old location on the City owned Cameron Park property.

George W. Cameron IV has requested that he be allowed to purchase the Cameron Park property (the City Property). The City hired BRKW Appraisals, Inc. to conduct an appraisal of the City Property. The appraised amount is \$272,000. The City's Planning and Administration Departments have reviewed the appraisal and found the appraisal to be reasonable.

The City cannot sell the City Property until the Council first decides whether the City Property is still needed for parks, whether the Comprehensive Plan should be changed and whether the City Property should be re-zoned from Public Institutional to B-3 (General Business).

Before any sale transaction can close, the following conditions precedent have to be satisfied:

- 1. Environmental Assessment, Engineering and Feasibility Study.** Cameron may conduct an environmental assessment and an engineering and feasibility

study to determine whether or not the City Property is suitable for Cameron's intended use. **Cameron shall have until January 31, 2010 to conduct these studies (the "Review Period").**

2. Minn. Stat. § 462.356, subd. 2, provides that the City of Inver Grove Heights may not dispose of land without the City Planning Commission first reviewing the proposed disposition to determine that the disposition is in compliance with the City's Comprehensive Plan. **The review by the Planning Commission is a Condition Precedent and must be completed by January 31, 2010.**

3. Final approval by the City of a Comprehensive Plan Amendment to change the land use designation of the 2030 Plan for the City Property. **This Condition Precedent must be completed by January 31, 2010.**

Cameron, at his own expense, shall apply for the Comprehensive Plan Amendment no later than November 1, 2009.

4. Final approval by the City of a Comprehensive Plan Amendment to delete Cameron's Park from the City Park Plan. **This Condition Precedent must be completed by January 31, 2010.**

Cameron, at his own expense, shall apply for the Comprehensive Plan Amendment no later than November 1, 2009.

5. Re-Zoning of the City Property from P-1 (public institutional) to B-3 (general business). **This Condition Precedent must be completed by January 31, 2010.**

Cameron, at his own expense, shall apply for the re-zoning no later than November 1, 2009.

6. Final plat approval by the City of the City Property. **This Condition Precedent must be completed by January 31, 2010.**

Cameron, at his own expense, shall apply for plat approval no later than November 1, 2009.

7. Final City approval of Site Plan for off-sale liquor establishment use of City Property. **This Condition Precedent must be completed by January 31, 2010.**

Cameron, at his own expense, shall make application for Site Plan approval no later than November 1, 2009.

8. City Council resolution declaring that the City Property is no longer needed for public use. **This Condition Precedent must be completed by January 31, 2010.**

The City will cause this resolution to be considered by the City Council at the time the Council considers the re-zoning of the City Property.

9. Approval by the City of an on-sale intoxicating liquor license for the City Property in the name of Buyer or in the name of an entity owned or controlled by Buyer. **This Condition Precedent must be completed by January 31, 2010.**

Cameron, at his own expense, will make application for the on-sale intoxicating liquor license and will request that the application be considered by the Council at the time the Council considers the re-zoning of the City Property.

10. Approval by the Metropolitan Council of the Comprehensive Plan Amendment to change the land designation of the City Property from P-I (public institutional) to CC (community commercial) and approval by the Metropolitan Council of the Comprehensive Plan Amendment to delete Cameron Park from the City Park Plan. **These Conditions Precedent must be completed by March 12, 2010.** The City will submit the requests for approvals to the Metropolitan Council as soon as practicable after City approval.

11. Execution of a Development Contract between the City and the Buyer incident to the platting process and the delivery to the City by the Buyer of the letter of credit, inspection fees, planning fees and other cash deposits called for by the Development Contract. **This Condition Precedent must be completed by March 12, 2010.**

12. The submittals and approvals are subject to Cameron's acceptance. As such, if the approvals are not issued in a manner which Cameron in his sole discretion finds acceptable, Cameron may terminate this Agreement.

**Section 2. Council Action.** The Council is asked to consider the attached Purchase Agreement and Indemnification Agreement related to the sale of the City Property to George Cameron IV.

The salient terms of the Purchase Agreement are:

1. The purchase price is \$272,000, per the appraisal.
2. Payment terms are \$5,000 earnest money and \$267,000 at closing.
3. The City will deliver a Quit Claim Deed.
4. The City will provide a title insurance commitment.
5. The City will pay the cost to produce the commitment.
6. Buyer will pay the title insurance premium.
7. Buyer has until 1/31/10 to determine whether the environmental condition of the property and the soils and surface of the property are suited for Buyer's intended use.
8. Buyer has until 1/31/10 to obtain all the land use approvals and license.
9. Buyer has until 3/12/10 to obtain approval from the Met Council with respect to the Comp Plan changes.

10. The entire transaction is dependent and contingent upon Buyer obtaining the land use approvals, the plat approval, and Buyer and Seller entering into a Development Contract incident to plat approval.
11. If the Conditions Precedent are not met and Buyer and Seller do not waive them, then Buyer will get back the earnest money if the transaction is terminated.
12. City is selling the City Property "as is".
13. Buyer accepts all responsibility for the environmental condition of the property and will indemnify the City if there are any future environmental claims, except for claims arising because of the City's actions or omissions for the time period when the City owned the Property.
14. Buyer has to bear all the costs of surveys, platting, land use applications, license application, demolition of existing building, and site improvements.
15. Buyer has to assume the special assessments that are pending. The pending special assessments relate to the Concord Street Reconstruction Project.
16. City can remove the park monumentation and the ice rink boards.

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

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION APPROVING A PURCHASE AGREEMENT OF CERTAIN PARK  
PROPERTY KNOWN AS CAMERON PARK CONTINGENT UPON FURTHER  
DETERMINATIONS OF THE CITY RELATING TO COMPREHENSIVE PLAN  
CHANGE, RE-ZONING AND PLATTING AND FURTHER DETERMINATION  
RELATING TO PUBLIC USE OF THE PROPERTY FOR PARKS**

**WHEREAS**, the City of Inver Grove Heights owns park property located on Concord Street known as Cameron Park (City Property).

**WHEREAS**, on July 18, 2009, Cameron's Liquor Store (located on Concord Boulevard) closed for business. The building was purchased by Dakota County for the Concord Street Improvement Project.

**WHEREAS**, Cameron's Liquor Store has temporarily relocated to the old Snyder's Drug Store site in the Village Square Shopping Center.

**WHEREAS**, Cameron's Liquor Store is in the process of preparing land use applications and platting submissions for consideration by the Council with respect to a permanent relocation across the street from its old location on the City owned Cameron Park property.

**WHEREAS**, George W. Cameron IV has requested that he be allowed to purchase the Cameron Park property (the City Property). The City hired BRKW Appraisals, Inc. to conduct an appraisal of the City Property. The appraised amount is \$272,000. The City's Planning and Administration Departments have reviewed the appraisal and found the appraisal to be reasonable.

**WHEREAS**, the City cannot sell the City Property until the Council first decides whether the City Property is still needed for parks, whether the Comprehensive Plan should be changed and whether the City Property should be re-zoned from Public Institutional to B-3 (General Business).

**WHEREAS**, before any sale transaction can close, the following conditions precedent have to be satisfied:

1. **Environmental Assessment, Engineering and Feasibility Study.** Cameron may conduct an environmental assessment and an engineering and feasibility study to determine whether or not the City Property is suitable for Cameron's intended use. **Cameron shall have until January 31, 2010 to conduct these studies (the "Review Period").**

2. Minn. Stat. § 462.356, subd. 2, provides that the City of Inver Grove Heights may not dispose of land without the City Planning Commission first reviewing the proposed disposition to determine that the disposition is in compliance with the City's Comprehensive Plan. **The review by the Planning Commission is a Condition Precedent and must be completed by January 31, 2010.**

3. Final approval by the City of a Comprehensive Plan Amendment to change the land use designation of the 2030 Plan for the City Property. **This Condition Precedent must be completed by January 31, 2010.**

Cameron, at his own expense, shall apply for the Comprehensive Plan Amendment no later than November 1, 2009.

4. Final approval by the City of a Comprehensive Plan Amendment to delete Cameron's Park from the City Park Plan. **This Condition Precedent must be completed by January 31, 2010.**

Cameron, at his own expense, shall apply for the Comprehensive Plan Amendment no later than November 1, 2009.

5. Re-Zoning of the City Property from P-I (public institutional) to B-3 (general business). **This Condition Precedent must be completed by January 31, 2010.**

Cameron, at his own expense, shall apply for the re-zoning no later than November 1, 2009.

6. Final plat approval by the City of the City Property. **This Condition Precedent must be completed by January 31, 2010.**

Cameron, at his own expense, shall apply for plat approval no later than November 1, 2009.

7. Final City approval of Site Plan for off-sale liquor establishment use of City Property. **This Condition Precedent must be completed by January 31, 2010.**

Cameron, at his own expense, shall make application for Site Plan approval no later than November 1, 2009.

8. City Council resolution declaring that the City Property is no longer needed for public use. **This Condition Precedent must be completed by January 31, 2010.**

The City will cause this resolution to be considered by the City Council at the time the Council considers the re-zoning of the City Property.

9. Approval by the City of an on-sale intoxicating liquor license for the City Property in the name of Buyer or in the name of an entity owned or controlled by Buyer. **This Condition Precedent must be completed by January 31, 2010.**

Cameron, at his own expense, will make application for the on-sale intoxicating liquor license and will request that the application be considered by the Council at the time the Council considers the re-zoning of the City Property.

10. Approval by the Metropolitan Council of the Comprehensive Plan Amendment to change the land designation of the City Property from P-I (public institutional) to CC (community commercial) and approval by the Metropolitan Council of the Comprehensive Plan Amendment to delete Cameron Park from the City Park Plan. **These Conditions Precedent must be completed by March 12, 2010.** The City will submit the requests for approvals to the Metropolitan Council as soon as practicable after City approval.

11. Execution of a Development Contract between the City and the Buyer incident to the platting process and the delivery to the City by the Buyer of the letter of credit, inspection fees, planning fees and other cash deposits called for by the Development Contract. **This Condition Precedent must be completed by March 12, 2010.**

12. The submittals and approvals are subject to Cameron's acceptance. As such, if the approvals are not issued in a manner which Cameron in his sole discretion finds acceptable, Cameron may terminate this Agreement.

**WHEREAS**, the salient terms of the Purchase Agreement are:

1. The purchase price is \$272,000, per the appraisal.
2. Payment terms are \$5,000 earnest money and \$267,000 at closing.
3. The City will deliver a Quit Claim Deed.
4. The City will provide a title insurance commitment.
5. The City will pay the cost to produce the commitment.
6. Buyer will pay the title insurance premium.

7. Buyer has until 1/31/10 to determine whether the environmental condition of the property and the soils and surface of the property are suited for Buyer's intended use.
8. Buyer has until 1/31/10 to obtain all the land use approvals and license.
9. Buyer has until 3/12/10 to obtain approval from the Met Council with respect to the Comp Plan changes.
10. The entire transaction is dependent and contingent upon Buyer obtaining the land use approvals, the plat approval, and Buyer and Seller entering into a Development Contract incident to plat approval.
11. If the Conditions Precedent are not met and Buyer and Seller do not waive them, then Buyer will get back the earnest money if the transaction is terminated.
12. City is selling the property "as is".
13. Buyer accepts all responsibility for the environmental condition of the property and will indemnify the City if there are any future environmental claims, except for claims arising because of the City's actions or omissions for the time period when the City owned the City Property.
14. Buyer has to bear all the costs of surveys, platting, land use applications, license application, demolition of existing building, and site improvements.
15. Buyer has to assume the special assessments that are pending. The pending special assessments relate to the Concord Street Reconstruction Project.
16. City can remove the park monumentation and the ice rink boards.

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

1. The City Council hereby approves the attached Purchase Agreement for the Property between the City of Inver Grove Heights and George Cameron IV.
2. The Mayor and Deputy City Clerk are authorized to execute the attached Purchase Agreement between the City of Inver Grove Heights and George Cameron IV.

Passed this 28<sup>th</sup> day of September, 2009.

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George Tourville, Mayor

ATTEST:

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Melissa Rheaume, Deputy City Clerk

## **PURCHASE AGREEMENT**

**THIS PURCHASE AGREEMENT** (Agreement) is made this 28<sup>th</sup> day of September, 2009, by and between Seller and Buyer as hereafter defined. Based on the covenants, representations and warranties herein contained, the Seller and Buyer agree as follows.

### **Section 1. DEFINITIONS.**

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

**1.2 SELLER.** Seller shall mean the **City of Inver Grove Heights**, a Minnesota municipal corporation.

**1.3 BUYER.** Buyer shall mean **George W. Cameron IV**, a single person, and his successors and assigns.

**1.4 CLOSING DATE.** The closing shall occur within sixty (60) days of all the Seller Conditions Precedent stated in Section 1.8 and all the Buyer Conditions Precedent stated in Section 1.9 being met or waived, or by March 12, 2010, whichever occurs first.

**1.5 SELLER CLOSING DOCUMENTS.** Seller Closing Documents shall mean and comprise the following:

- a. A Quit Claim Deed to be signed by Seller subject to Permitted Encumbrances.
- b. An affidavit by Seller of no judgments, tax liens and unrecorded interests, which shall include a statement that there has been no labor or material furnished for which mechanic's liens can be filed.
- c. All other documents affecting title to and possession of the Real Property and necessary to transfer or assign the same to Buyer.
- d. Satisfaction of all existing mortgages and security agreements.
- e. The Indemnification Agreement attached hereto as Exhibit C.

**1.6 BUYER CLOSING DOCUMENTS.** Buyer Closing Documents shall mean and comprise the following:

- a. The Purchase Price.

- b. The Indemnification Agreement attached hereto as Exhibit C.

**1.7 CLOSING LOCATION.** Closing Location shall mean North American Title Company located at the South Gate Office Plaza, 5001 American Boulevard, Suite 255, Bloomington, MN 55437, or at such other location as the parties may agree in writing.

**1.8 SELLER CONDITIONS PRECEDENT.** Seller Conditions Precedent shall mean and comprise the following:

- a. Buyer shall perform and comply with all agreements and conditions required by this Agreement to be performed and complied with prior to or at the closing, and shall certify in such detail as Seller may specify to the foregoing effect. **This Condition Precedent must be completed by the Closing Date.**
- b. There shall be no lawsuits pending or threatened concerning the subject matter of this Agreement. **This Condition Precedent must be completed by the Closing Date.**
- c. **The Conditions Precedent set forth in Section 22 have been met by the respective dates stated in Section 22.**

**1.9 BUYER CONDITIONS PRECEDENT.** Buyer Conditions Precedent shall mean and comprise the following:

- a. Seller has good and marketable title and insurable title to the Real Property, subject only to the Permitted Encumbrances pursuant to the procedures stated in Section 9. **This Condition Precedent must be completed by the time frame set forth in Section 9.**
- b. All Warranties and Representations of Seller in this Agreement shall be as of and at the time of closing with the same effect as if those representations and warranties had been made at and as of such time. **This Condition Precedent must be completed by the Closing Date.**
- c. Seller shall perform and comply with all agreements and conditions required by this Agreement to be performed and complied with prior to or at the closing, and shall certify in such detail as Buyer may specify to the foregoing effect. **This Condition Precedent must be completed by the Closing Date.**
- d. At the closing, there shall have been no material damage to, destruction of, loss of or change in any of the Real Property. **This Condition Precedent must be completed by the Closing Date.**
- e. There shall be no lawsuits pending or threatened concerning the subject matter of this Agreement. **This Condition Precedent must be completed by the Closing Date.**

- f. **The Conditions Precedent set forth in Section 22 have been met by the respective dates stated in Section 22.**
- g. Pursuant to Section 20, Buyer, in its sole discretion, shall determine whether the environmental condition of the Real Property, including the soils and surface, is suitable for Buyer's intended use of the Real Property. **This Condition Precedent must be completed by January 31, 2010.**

**1.10 PERMITTED ENCUMBRANCES.** Permitted Encumbrances shall mean and comprise the following:

- a. Building and zoning laws, ordinances, state and federal regulations.
- b. Street easements of record.
- c. Utility and drainage easements of record, if any.
- d. Reservation of any mineral or mineral rights to the State of Minnesota.

**1.11 POSSESSION DATE.** Possession Date shall mean the Closing Date.

**1.12 PURCHASE PRICE.** Purchase Price shall mean **the total sum of two-hundred and seventy-two thousand dollars (\$272,000).**

**1.13 REAL PROPERTY.** Real Property shall mean that certain land located in Dakota County and legally described as shown on the attached **Exhibit A**, which exhibit is incorporated by reference.

**1.14 SELLER WARRANTIES AND REPRESENTATIONS.** Seller Warranties and Representations shall mean and comprise the following:

- a. At Closing Date, Seller will have the right to convey the Real Property to Buyer in accordance with the laws of the State of Minnesota, subject to Permitted Encumbrances.
- b. Seller has received no notice of any condemnation proceedings against the whole or any part of the Real Property.
- c. Seller is not a party to or bound by any mortgage, lien, lease, agreement, instrument, order, judgment or decree which would prohibit the execution or performance of this Agreement by Seller or prohibit any of the transactions provided for in this Agreement.
- d. At Closing Date, the Real Property will not be subject to a contract or other agreement of sale or subject to security interests, leases, mortgages, encumbrances

or off-sets, claims, reductions on charges of any kind or character. All existing mortgages and security interests will be satisfied on Closing Date.

- e. There is no suit, action, arbitration or legal, administrative or other proceeding or governmental investigation pending or, to the best knowledge of Seller threatened, against or affecting Seller with respect to the Real Property. Seller is not in default with respect to any order, writ, injunction or decree of any federal, state, local or foreign court, department, agency or instrumentality.

**Section 2. PURCHASE.** Subject to the performance by the Buyer of the provisions and conditions hereinafter set forth, Seller in consideration of the Purchase Price to be paid as hereinafter provided agrees at Closing to sell and convey to Buyer and Buyer agrees to purchase the Real Property. At the Closing Date, Seller shall deliver the Seller Closing Documents. At the Closing Date, Buyer shall deliver the Buyer Closing Documents.

**Section 3. EARNEST MONEY AND PURCHASE PRICE; MANNER AND TIME OF PAYMENT.** Buyer, in consideration of the mutual promises and covenants herein contained, agrees to pay to the Seller for the Real Property the Purchase Price in the following manner and at the following times:

- to Seller the sum of \$5,000 as earnest money payable upon Buyer's execution of this Agreement.
- to Seller the sum of \$267,000 in cash or by bank check at Closing Date.

**Section 4. OBLIGATION TO PROVIDE QUIT CLAIM DEED.** Subject to performance by the Buyer of the Agreement herein, the Seller agrees to execute and deliver at Closing a Quit Claim Deed to the Buyer for the Real Property subject to the Permitted Encumbrances.

**Section 5. REAL ESTATE TAXES.** Seller shall pay the real estate taxes payable prior to the year of closing, plus any penalty and interest. Real estate taxes, if any, payable in the year of closing shall be pro-rated between Buyer and Seller based on ownership during the year. Seller does not make any representation concerning the amount of real estate taxes that will be assessed against the Real Property subsequent to the date of purchase.

**Section 6. SPECIAL ASSESSMENTS.** Prior to or at closing, the Seller shall pay all special assessments against the Real Property that have been levied prior to the date of this Purchase Agreement.

Buyer is responsible for and shall assume all special assessments levied after the date of this Purchase Agreement and all special assessments pending as of the date of this Purchase Agreement, including, but not limited to the special assessments for City Project 2001-12 – Concord Street Reconstruction.

**Section 7. PURCHASE OF PROPERTY "AS IS" AND "WHERE IS".** Except as stated in the Seller Warranties and Representations, it is agreed and understood that the Buyer has

inspected the Real Property and that the Buyer is purchasing the Real Property in its "As Is" and "Where Is" condition with no warranties or representations by the Seller as to the condition of the premises or any improvements thereon or as to the location of the premises.

**Section 8. CLOSING DATE AND POSSESSION DATE.** Subject to performance by the Buyer of this Agreement, the closing shall occur on the Closing Date and the Seller agrees to deliver possession on the Closing Date provided that all conditions of this Agreement have been met. The delivery of all papers, monies and matters relating to the closing shall take place at the Closing Location.

**Section 9. DOCUMENTS TO BE FURNISHED BY SELLER.** Within thirty (30) days after execution of this Agreement by all parties, the Seller shall furnish to the Buyer at the Seller's expense the following:

- a. An owner's title insurance commitment issued by North American Title; this commitment is in lieu of an abstract of title. If Buyer obtains a title insurance policy from North American Title, then Seller shall pay the entire cost of the title insurance commitment. Buyer shall pay the premium for the owner's policy.
- b. Within fifteen (15) days following the Buyer's receipt of the documents referred to above, the Buyer shall give the Seller written notice of any objections to the title of the Real Property.
- c. If any objections are so made, the Seller shall be allowed one hundred and twenty (120) days after receipt of such written objections to make such title marketable. Up to \$5,000, the Seller further agrees to use all reasonable efforts to make said title marketable in the event a defect is disclosed. Pending correction of title, the payments herein required shall be postponed but upon correction of title and within ten (10) days after written notice to the Buyer, the Buyer and the Seller shall perform this agreement according to its terms.
- d. If said title is not marketable and is not made so within one hundred twenty (120) days from the date of delivery of the written objections thereto as above provided, then Buyer shall have the right (a) to terminate this Agreement upon notice given to Seller or (b) to waive such objections and proceed with such purchase. If Buyer terminates this Agreement under this provision the earnest money shall be returned to the Buyer.

If title to said property is marketable or is made marketable within said time, and Buyer shall default in any of the Agreements herein contained, then and in such case, the Seller may terminate this Agreement or Seller may specifically enforce this Agreement. If Seller terminates this Agreement under this provision, the earnest money shall be retained by the Seller as liquidated damages.

- e. This provision shall not deprive either party of the right of enforcing the specific performance of this Agreement, provided this Agreement is not terminated and action to enforce specific performance is commenced within six (6) months after

such right of action within six (6) months after such right of action arises. In the event the Buyer defaults in its performance of the terms of this Agreement, and Notice of Cancellation is served upon the Buyer pursuant to Minnesota Statute 559.21, the termination period shall be thirty (30) days as permitted by Subdivision 4 of Minnesota Statute 559.21.

**Section 10. SELLER WARRANTIES AND REPRESENTATIONS.** Seller represents and warrants to Buyer all of the Seller Warranties and Representations as defined in this Agreement. The Seller Warranties and Representations shall survive the closing and shall not merge with the Closing Documents. The indemnifications provided in Section 19 and in Section 20 shall survive the closing and shall not merge with the Closing Documents.

**Section 11. CLOSING DOCUMENTS.** Subject to performance by the Buyer, the Seller agrees to execute as necessary and deliver at the Closing Date the Seller Closing Documents. Subject to performance by the Seller, the Buyer agrees to execute as necessary and deliver at the Closing Date the Buyer Closing Documents

**Section 12. STATE DEED TAX.** At closing, Seller shall pay the state deed tax due on the Quit Claim Deed.

**Section 13. BROKERAGE FEES.** Both parties represent and warrant that no brokerage fees or real estate agency fees are owing as a result of this transaction.

**Section 14. CLOSER FEES.** Buyer and Seller agree to equally share the costs associated with the fees charged by the closer.

**Section 15. SURVEY.** Buyer may obtain a survey of the Real Property at Buyer's own cost. Seller is not responsible to provide any survey of the Real Property.

**Section 16. PLAT AND LAND USE APPLICATIONS.** Buyer is responsible for all costs associated with the preparation of the plat related to the Real Property and the land use applications associated with the Real Property.

**Section 17. EXISTING BUILDING.** The Real Property contains an existing building. The Seller is not responsible to demolish the existing building on the Real Property or assume any costs related thereto.

**Section 18. DISCLAIMER OF ENVIRONMENTAL MATTERS AND CONDITION PRECEDENT RELATING TO ENVIRONMENTAL MATTERS.** Seller disclaims any warranties or representations concerning the environmental condition of the Real Property. Buyer acknowledges that Seller is not making any representations or warranties concerning the environmental condition of the Real Property.

**Section 19. ENVIRONMENTAL INDEMNIFICATION.** For purposes of this Section 19, the following terms have the meanings set forth on Exhibit B to this Agreement.

<b>Hazardous Substance</b>	<b>Solid Waste</b>
<b>Release</b>	<b>Hazardous Waste</b>
<b>Petroleum</b>	<b>Pollutants</b>
<b>Construction Debris</b>	<b>Contaminants</b>
<b>Demolition Debris</b>	<b>Sewage Sludge</b>
<b>Industrial Solid Waste</b>	<b>Waste</b>
<b>Mixed Municipal Solid Waste</b>	<b>Environmental Loss</b>

From and after delivery to Buyer of the Quit Claim Deed for the Real Property, Buyer agrees to indemnify, defend and hold Seller harmless against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties and reasonable attorneys' fees ("Claims"), that Seller incurs or suffers, after delivery of the Quit Claim Deed, which arise out of, result from or relate to:

- a. Any claim against Seller with respect to any Waste on the Real Property, irrespective of whether the Waste existed prior to or after delivery of the Quit Claim Deed.
- b. Any claim against Seller with respect to any Release of Waste on the Real Property, irrespective of whether the Release of Waste existed prior to or after delivery of the Quit Claim Deed.
- c. Any claim against Seller with respect to any Petroleum on the Real Property, irrespective of whether the Petroleum existed prior to or after delivery of the Quit Claim Deed.
- d. Any claim against Seller with respect to any Release of Petroleum on the Real Property, irrespective of whether the Release of Petroleum existed prior to or after delivery of the Quit Claim Deed.
- e. Any claim against Seller arising out of, relating to, or resulting from any Environmental Law or a violation of Environmental Law irrespective of whether the violation of Environmental Law occurred prior to or after delivery of the Quit Claim Deed.
- f. The indemnification provided to Seller by Buyer under this Section 19 shall not include or apply to any Claims arising from the conduct or actions of Seller or Seller's employees, or Seller's agents or independent contractors hired by Seller.

**Section 20. DUE DILIGENCE AND REVIEW PERIOD.**

- a. **Environmental Assessment, Engineering and Feasibility Study.** Buyer, at its expense, may conduct an environmental assessment and an engineering and feasibility study to determine whether or not the Real Property is suitable to Buyer for its intended use. **Buyer shall have until January 31, 2010 to conduct these studies (the "Review Period").** In the event the environmental, engineering and feasibility studies indicate, in Buyer's sole judgment and discretion, that the Real Property is not suitable to Buyer for its intended use, Buyer shall send written notice (the "**Notice of Termination**") to Seller. If Buyer fails to send the Notice of Termination on or before the 30th day following the last day of the Review Period, then the Real Property shall be deemed suitable for Buyer's intended use and Buyer's right to terminate under this Section 20(a) shall be of no force and effect. In the event of termination pursuant to Buyer's right to terminate hereunder, this Agreement shall be terminated upon Buyer delivering its Notice of Termination at which time this Agreement shall terminate, except for the provisions of Section 20(c); in such case, the Parties shall have no further obligation to each other and the Seller shall return to Buyer all Earnest Money paid by Buyer.
- b. **Buyer's Right to Enter Real Property.** Seller hereby grants to Buyer, and Buyer's employees and agents, the right and permission from and after the execution of this Agreement to enter upon the Real Property at all reasonable times for the purpose of completing its feasibility review (including Soil testing) of the Real Property, provided however, any testing will be coordinated with Seller as not to damage the Real Property or disrupt the Real Property's operations.
- c. **Indemnification of Seller.** In the event of termination of this Agreement, Buyer shall repair any damage to the Real Property caused by Buyer's activities and immediately cause the Real Property to be restored to the condition that existed prior to such inspection. Buyer agrees to, and does hereby, indemnify and hold Seller harmless from and against all liability, claims or damage suffered by Seller as a result of Buyer's entry upon the Real Property and Buyer's activities pursuant to this Agreement, which obligation shall survive any termination or expiration of this Agreement for a period of one year and shall be in addition to any other remedies set forth herein.

**Section 21. CONDITIONS PRECEDENT.** Notwithstanding anything stated herein to the contrary, Buyer's obligation to perform at the closing shall, at Buyer's election, be conditioned upon satisfaction of each of the Buyer Conditions Precedent as defined in this Agreement. Buyer may waive in writing any of the Buyer Conditions Precedent but no waiver shall be effective unless in writing.

Notwithstanding anything stated herein to the contrary, Seller's obligation to perform at the closing shall, at Seller's election, be conditioned upon satisfaction of each of the Seller Conditions Precedent as defined in this Agreement. Buyer may waive in writing any of the Seller Conditions Precedent but no waiver shall be effective unless in writing.

**Section 22. LAND USE AND LICENSE APPROVALS.** This Purchase Agreement is contingent upon the following Conditions Precedent being met or being waived by the parties, in

writing, on or before the respective date set forth below. Each of the following Conditions Precedent is a Seller Condition Precedent, as well as a Buyer Condition Precedent:

- a. Minn. Stat. § 462.356, subd. 2, provides that the City of Inver Grove Heights may not dispose of land without the City Planning Commission first reviewing the proposed disposition to determine that the disposition is in compliance with the City's Comprehensive Plan. The Planning Commission has not as yet had the opportunity to make this review. The Seller will submit this disposition to the Planning Commission for its review prior to December 31, 2009. **The review by the Planning Commission is a Condition Precedent and must be completed by January 31, 2010.**

- b. Final approval by the City of a Comprehensive Plan Amendment to change the land use designation of the 2030 Plan for the Real Property. **This Condition Precedent must be completed by January 31, 2010.**

Buyer, at its own expense, shall apply for the Comprehensive Plan Amendment no later than November 1, 2009.

- c. Final approval by the City of a Comprehensive Plan Amendment to delete Cameron's Park from the City Park Plan. **This Condition Precedent must be completed by January 31, 2010.**

Buyer, at its own expense, shall apply for the Comprehensive Plan Amendment no later than November 1, 2009.

- d. Re-Zoning of the Real Property from P-1 (public institutional) to B-3 (general business). **This Condition Precedent must be completed by January 31, 2010.**

Buyer, at its own expense, shall apply for the re-zoning no later than November 1, 2009.

- e. Final plat approval by the City of the Real Property. **This Condition Precedent must be completed by January 31, 2010.**

Buyer, at its own expense, shall apply for plat approval no later than November 1, 2009.

- f. Final City approval of Site Plan for off-sale liquor establishment use of Real Property. **This Condition Precedent must be completed by January 31, 2010.**

Buyer, at its own expense, shall make application for Site Plan approval no later than November 1, 2009.

- g. City Council resolution declaring that the Real Property is no longer needed for public use. **This Condition Precedent must be completed by January 31, 2010.**

Seller will cause this resolution to be considered by the City Council at the time the Council considers the re-zoning of the Real Property.

- h. Approval by the City of an on-sale intoxicating liquor license for the Real Property in the name of Buyer or in the name of an entity owned or controlled by Buyer. **This Condition Precedent must be completed by January 31, 2010.**

Buyer, at its own expense, will make application for the on-sale intoxicating liquor license and will request that the application be considered by the Council at the time the Council considers the re-zoning of the Real Property.

- i. Approval by the Metropolitan Council of the Comprehensive Plan Amendment to change the land designation of the Real Property from P-I (public institutional) to CC (community commercial) and approval by the Metropolitan Council of the Comprehensive Plan Amendment to delete Cameron Park from the City Park Plan. **These Conditions Precedent must be completed by March 12, 2010.** The City will submit the requests for approvals to the Metropolitan Council as soon as practicable after City approval.
- j. Execution of a Development Contract between the City and the Buyer incident to the platting process and the delivery to the City by the Buyer of the letter of credit, inspection fees, planning fees and other cash deposits called for by the Development Contract. **This Condition Precedent must be completed by March 12, 2010.**
- k. The submittals and approvals are subject to Buyer's acceptance. As such, if the approvals contained in this Section 22 are not issued in a manner which Buyer in its sole discretion finds acceptable, Buyer may terminate this Agreement. This condition precedent shall coincide with each date specifically set forth above.

**Section 23. TERMINATION OF AGREEMENT DUE TO CONDITIONS PRECEDENT NOT BEING MET; AND RETURN OF EARNEST MONEY.** This Agreement may be terminated upon occurrence of any of the following events:

- a. The parties may execute a mutual written agreement that terminates this Agreement.
- b. If the Seller Conditions Precedent are not met by the required dates and the Seller has not waived the specific unmet Seller Conditions Precedent, then the Seller may terminate this Agreement by sending written notice to the Buyer within thirty (30) days after the date by which the Seller Conditions Precedent was to have been met.

**If Seller does not send such written notice of termination within thirty (30) days after the date by which the Seller Conditions Precedent was to have been met, then Seller is deemed to have waived that specific Seller Condition Precedent.**

- c. If the Buyer Conditions Precedent are not met by the required dates and the Buyer has not waived the specific unmet Buyer Conditions Precedent, then the Buyer may terminate this Agreement by sending written notice to the Seller within thirty (30) days

after the date by which the Buyer Conditions Precedent was to have been met.

**If Buyer does not send such written notice of termination within thirty (30) days after the date by which the Buyer Conditions Precedent was to have been met, then Buyer is deemed to have waived that specific Buyer Conditions Precedent.**

- d. If the Buyer terminates this Agreement pursuant to Section 9 (d) of this Agreement, the earnest money paid by the Buyer shall be refunded to the Buyer from the Seller and the Buyer shall deliver a Quit Claim Deed to the Seller for the Real Property.

If the Agreement is terminated pursuant to this Section 23, the earnest money paid by the Buyer shall be refunded to the Buyer from the Seller and the Buyer shall deliver a Quit Claim Deed to the Seller for the Real Property.

**Section 24. TERMINATION DUE TO BREACH OF AGREEMENT.** If the Buyer breaches this Agreement, the Seller may terminate this Agreement by serving notice of cancellation upon the Buyer pursuant to Minnesota Statute § 559.21; the termination period shall be 30 days as permitted by subdivision 4 of Minnesota Statute § 559.21. In such instance, the Seller shall retain the earnest money as liquidated damages.

If the Seller breaches this Agreement, the Buyer may terminate this Agreement by giving written notice to the Seller. In such instance the Seller shall return the earnest money to the Buyer.

This provision shall not deprive either party of the right of enforcing the specific performance of this Agreement, provided this Agreement is not terminated and action to enforce specific performance is commenced within six (6) months after such right of action within six (6) months after such right of action arises.

**Section 25. GOVERNMENTAL ACTS.** Nothing in this Agreement requires that the Seller declare that the Real Property is not needed for a public purpose. Nothing in this Agreement requires that the Seller make the determination to approve the Comprehensive Plan Amendments, re-zoning, site plan and plat that are referenced in the Seller Conditions Precedent and Buyer Conditions Precedent. Nothing in this Agreement requires that the Seller grant the on-sale intoxicating liquor license referenced in the Seller Conditions Precedent and Buyer Conditions Precedent.

**Section 26. NOTICES.** Any notices hereunder shall be deemed sufficiently given by one party to the other if in writing and if and when delivered or tendered either in person or by depositing it in the United States mail in a sealed envelope, by certified mail, return receipt requested, with postage and postal charges prepaid, addressed as follows:

**If to SELLER:**

City of Inver Grove Heights  
c/o City Administrator  
8150 Barbara Avenue  
Inver Grove Heights, MN 55077

**If to BUYER:**

George W. Cameron IV  
c/o John Cameron, Esq.  
Cameron Law Office Chartered  
33 South 6th Street, Suite 4100  
Minneapolis, MN 55402

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

**Section 27. AMENDMENT AND WAIVER.** The parties hereto may by mutual written agreement amend this Agreement in any respect. Any party hereto may extend the time for the performance of any of the obligations of another, waive any inaccuracies in representations by another contained in this Agreement or in any document delivered pursuant hereto which inaccuracies would otherwise constitute a breach of this Agreement, waive compliance by another with any of the covenants contained in this Agreement and performance of any obligations by the other or waive the fulfillment of any condition that is precedent to the performance by the party so waiving of any of its obligations under this Agreement. Any agreement on the part of any party for any such amendment, extension or waiver must be in writing. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

**Section 28. MISCELLANEOUS.**

- a. The headings in this Agreement are for convenience only and are not part of this Agreement and do not in any way limit or amplify the terms and provisions hereof. It is understood and agreed that this Agreement has been made following negotiation by the parties and it is, therefore, not to be construed against any party because of draftsmanship.
- b. All modifications to this Agreement must be in writing and signed by the parties hereto.
- c. The parties hereto agree that all of their respective representations and warranties, wherever in this Agreement contained, shall survive the closing of this transaction and the delivery of consideration, and that all representations and warranties made herein and in any document delivered in connection herewith shall survive the delivery of the deed and the other Closing Documents and shall not merge therein. Parties agree that the indemnifications contained in Section 19 and in Section 20 of this Agreement shall survive the Closing of this transaction and the delivery of consideration and that the indemnifications contained in Section 19 and in Section 20 of this Agreement shall survive the delivery of the deed and the other Closing Documents and shall not merge therein.

- d. This Agreement constitutes the entire understanding between the parties hereto with respect to the subject matter of this Agreement and supersedes all prior arrangements and understandings between the parties hereto.
- e. This Agreement may be executed simultaneously 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.
- f. This Agreement is binding upon the parties and their successors and assigns. Buyer may not assign this Agreement without the written consent of the Seller.

**Section 29. REMOVAL OF PARK MONUMENT SIGNS.** Within thirty (30) days after the Closing Date, the Seller, at its expense, may remove the following from the Real Property without any reduction in the Purchase Price:

- a. Ice rink boards, braces and supports.
- b. Park monuments, plaques, and decorative landscaping.

Within thirty (30) days after the Closing Date, the Seller, at its expense, shall remove the personal property that is stored within the building on the Real Property.

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

**SELLER:  
CITY OF INVER GROVE HEIGHTS**

By: \_\_\_\_\_  
George Tourville, Mayor

ATTEST:

\_\_\_\_\_  
Melissa Rheume, Deputy City Clerk

STATE OF MINNESOTA    )  
  )     ss.  
COUNTY OF DAKOTA     )

On this 28<sup>th</sup> day of September, 2009, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Rheume to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and Deputy City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed in behalf of said municipality by authority of its City Council and said Mayor and Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipality.

\_\_\_\_\_  
Notary Public

**BUYER:**

\_\_\_\_\_  
George W. Cameron IV

STATE OF MINNESOTA    )  
  )  
COUNTY OF DAKOTA    )        ss.

On this \_\_\_\_\_ day of September, 2009, before me a Notary Public within and for said County, personally appeared **George W. Cameron IV**, a single person, to me personally known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

\_\_\_\_\_  
Notary Public

**THIS INSTRUMENT DRAFTED BY:**  
Timothy J. Kuntz  
LeVander, Gillen, & Miller, P.A.  
633 South Concord Street  
Suite 400  
South St. Paul, MN 55075  
(651) 451-183

**EXHIBIT A**  
**LEGAL DESCRIPTION OF REAL PROPERTY**

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

Lots Seven (7) and Eight (8) of Block One (1) of Inver Grove Park, according to the recorded plat thereof on file and of record in the office of the Registrar of Deeds in and for the County of Dakota, and State of Minnesota.

AND

Lots One (1), Three (3), Five (5) and Nine (9) in Block One (1) of Inver Grove Park, according to the plat thereof on file and of record in the office of the Registrar of Deeds in and for the County of Dakota and State of Minnesota.

AND

Lots Ten (10) and Eleven (11), Block One (1) of Inver Grove Park, according to the recorded plat thereof on file and of record in the office of the Registrar of Deeds in and for the County of Dakota, and State of Minnesota.

AND

Lots Twelve (12), Thirteen (13) and Fourteen (14), Block One (1), Inver Grove Park, according to the recorded plat thereof on file and of record in the office of the Registrar of Deeds in and for the County of Dakota, and State of Minnesota.

**EXHIBIT B**  
**ENVIRONMENTAL DEFINITIONS**

**Hazardous Substance.** Hazardous Substance means hazardous substance as defined by Minn. Stat. § 115B.02.

**Release.** Release means any spilling, leakage, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment of any Waste, Hazardous Substance, Petroleum or pollutant or contaminant as defined by 42 U.S.C. Section 9601.

**Petroleum.** Petroleum means any of the following:

- a.) gasoline
- b.) fuel oil
- c.) kerosene
- d.) any petroleum distillate
- e.) any petroleum residual
- f.) diesel fuel
- g.) oil
- h.) ethanol.

**Construction Debris.** Construction Debris means construction debris as defined by Minn. Stat. § 115A.03.

**Demolition Debris.** Demolition Debris means solid waste resulting from the demolition of buildings, roads, and other man-made structures including concrete, brick, bituminous concrete, untreated wood, masonry, glass, trees, rock, and plastic building parts.

**Industrial Solid Waste.** Industrial Solid Waste means industrial waste as defined by Minn. Stat. § 115A.03.

**Mixed Municipal Solid Waste.** Mixed Municipal Solid Waste means mixed municipal solid waste as defined by Minn. Stat. § 115A.03.

**Solid Waste.** Solid Waste means solid waste as defined by Minn. Stat. § 115A.03.

**Hazardous Waste.** Hazardous Waste means hazardous waste as defined by Minn. Stat. § 115B.02.

**Pollutants.** Pollutants means pollutants as defined by Minn. Stat. § 115B.02.

**Contaminants.** Contaminants means contaminants as defined by Minn. Stat. § 115B.02.

**Sewage Sludge.** Sewage Sludge means sewage sludge as defined by Minn. Stat. § 115A.03.

**Waste.** Waste means, jointly and severally, the following:

- a.) Hazardous Substances
- b.) Hazardous Waste
- c.) Pollutants
- d.) Contaminants
- e.) Construction Debris
- f.) Demolition Debris
- g.) Industrial Solid Waste
- h.) Mixed Municipal Solid Waste
- i.) Solid Waste.
- j.) Sewage Sludge.

**Environmental Laws.** "Environmental Laws" shall mean all federal laws and regulations that protect or regulate the environment, including, but not limited to, the Clean Air Act, 42 U.S.C. § 7401 et seq.; the Clean Water Act 33 U.S.C. § 1251 et seq., and the Water Quality Act of 1987; the Federal Insecticide Fungicide, and Rodenticide Act ("FIFRA"), 7 U.S.C. § 136 et seq., the Marine Protection Research, and Sanctuaries Act, 33 U.S.C. § 1401 et seq.; the National Environmental Policy Act, 42 U.S.C. § 4321 et seq.; the Noise Control Act, 42 U.S.C. § 4901 et seq.; the Occupational Safety and Health Act, 29 U.S.C. § 651 et seq.; the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6901 et seq. as amended by the Hazardous and Solid Waste Amendments of 1984; the Safe Drinking Water Act, 42 U.S.C. § 3001 et seq.; the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9601 et seq. as amended by the Superfund Amendments and Reauthorization Act, the Emergency Planning and Community Right-To-Know Act, and Radon Gas and Indoor Air Quality research Act; the Toxic Substances Control Act ("TSCA"), 15 U.S.C. § 2601 et seq.; the Atomic Energy Act, 42 U.S.C. § 2011 et seq., and the Nuclear Waste Policy Act of 1982, 42 U.S.C. § 2011 et seq., all as may be amended, with implementing regulations and guidelines.

Environmental Laws shall also include The Minnesota Environmental Response and Liability Act ("MERLA") and state, regional, county, municipal, and other local laws, regulations, and ordinances insofar as they are equivalent or similar to the federal laws recited above or purport to regulate Waste or Petroleum.

**EXHIBIT C**  
**INDEMNIFICATION AGREEMENT**

**INDEMNIFICATION AGREEMENT**

**THIS INDEMNIFICATION AGREEMENT** (Agreement) is made, entered into and effective this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by and between the **City of Inver Grove Heights**, a Minnesota municipal corporation (hereafter referred to as “City”) and **George W. Cameron IV**, (hereafter referred to as “Landowner”). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

**ARTICLE 1**  
**DEFINITIONS**

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

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

**1.3 Landowner.** “Landowner” means George W. Cameron IV, a single person, and his successors and assigns in interest with respect to the Subject Land.

**1.4 Subject Land.** “Subject Land” means that real property located in the City of Inver Grove Heights, Dakota County, State of Minnesota, legally described on the attached Exhibit A.

**ARTICLE 2**  
**RECITALS**

**Recital No. 1.** On the date hereof, City has conveyed the Subject Land to the Landowner.

**Recital No. 2.** A condition of the transfer was that the Landowner and the City would

enter into this Indemnification Agreement.

**Recital No. 3.** The Landowner hereby acknowledges good and sufficient consideration for entering into this Indemnification Agreement.

**ARTICLE 3**  
**INDEMNIFICATION**

**3.1 Indemnification.** For purposes of this Section 3.1, the following terms have the meanings set forth on Exhibit B to this Agreement.

<b>Hazardous Substance</b>	<b>Solid Waste</b>
<b>Release</b>	<b>Hazardous Waste</b>
<b>Petroleum</b>	<b>Pollutants</b>
<b>Construction Debris</b>	<b>Contaminants</b>
<b>Demolition Debris</b>	<b>Sewage Sludge</b>
<b>Industrial Solid Waste</b>	<b>Waste</b>
<b>Mixed Municipal Solid Waste</b>	<b>Environmental Loss</b>

From and after the date hereof, Landowner agrees to indemnify, defend and hold the City harmless against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties and reasonable attorneys' fees ("Claims"), that the City incurs or suffers, after the date hereof, which arise out of, result from or relate to:

- a. Any claim against the City with respect to any Waste on the Subject Land, irrespective of whether the Waste existed prior to or after the date hereof.
- b. Any claim against the City with respect to any Release of Waste on the Subject Land, irrespective of whether the Release of Waste existed prior to or after the date hereof.
- c. Any claim against the City with respect to any Petroleum on the Subject Land, irrespective of whether the Petroleum existed prior to or after the date hereof.
- d. Any claim against the City with respect to any Release of Petroleum on the Subject Land, irrespective of whether the Release of Petroleum existed prior to or after the date hereof.
- e. Any claim against the City arising out of, relating to, or resulting from any Environmental Law or a violation of Environmental Law, irrespective of whether the violation of Environmental Law occurred prior to or after the date hereof.

- f. The indemnification provided to Seller by Buyer under this Section 19 shall not include or apply to any Claims arising from the conduct or actions of Seller or Seller's employees, or Seller's agents or independent contractors hired by Seller.

**ARTICLE 4**  
**MISCELLANEOUS**

**4.1 Binding Agreement.** The parties mutually recognize and agree that all terms and conditions of this recordable Agreement shall run with the Subject Land and shall be binding upon the parties and the successors and assigns of the parties. The parties also agree that this Agreement shall run with and be binding upon all after-acquired title of the Landowner with respect to the Subject Land.

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

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

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

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

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

**CITY OF INVER GROVE HEIGHTS**

By: \_\_\_\_\_  
George Tourville  
Its Mayor

ATTEST:

\_\_\_\_\_  
Melissa Rheaume, Deputy City Clerk

STATE OF MINNESOTA    )  
  )        ss.  
COUNTY OF DAKOTA    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2010, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Rheaume, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and Deputy City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed in behalf of said municipality by authority of its City Council and said Mayor and Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipality.

\_\_\_\_\_  
Notary Public

**LANDOWNER**

By: \_\_\_\_\_  
George W. Cameron IV

STATE OF MINNESOTA    )  
  )    ss.  
COUNTY OF DAKOTA    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2010, before me a Notary Public within and for said County, personally appeared **George W. Cameron IV**, a single person, to me personally known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

\_\_\_\_\_  
Notary Public

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

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

**EXHIBIT A**  
**LEGAL DESCRIPTION OF REAL PROPERTY**

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AND

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AND

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**EXHIBIT B**  
**ENVIRONMENTAL DEFINITIONS**

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**Release.** Release means any spilling, leakage, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment of any Waste, Hazardous Substance, Petroleum or pollutant or contaminant as defined by 42 U.S.C. Section 9601.

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- a.) gasoline
- b.) fuel oil
- c.) kerosene
- d.) any petroleum distillate
- e.) any petroleum residual
- f.) diesel fuel
- g.) oil
- h.) ethanol.

**Construction Debris.** Construction Debris means construction debris as defined by Minn. Stat. § 115A.03.

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**Solid Waste.** Solid Waste means solid waste as defined by Minn. Stat. § 115A.03.

**Hazardous Waste.** Hazardous Waste means hazardous waste as defined by Minn. Stat. § 115B.02.

**Pollutants.** Pollutants means pollutants as defined by Minn. Stat. § 115B.02.

**Contaminants.** Contaminants means contaminants as defined by Minn. Stat. § 115B.02.

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- a.) Hazardous Substances
- b.) Hazardous Waste
- c.) Pollutants
- d.) Contaminants
- e.) Construction Debris
- f.) Demolition Debris
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- h.) Mixed Municipal Solid Waste
- i.) Solid Waste.
- j.) Sewage Sludge.

**Environmental Laws.** "Environmental Laws" shall mean all federal laws and regulations that protect or regulate the environment, including, but not limited to, the Clean Air Act, 42 U.S.C. § 7401 et seq.; the Clean Water Act 33 U.S.C. § 1251 et seq., and the Water Quality Act of 1987; the Federal Insecticide Fungicide, and Rodenticide Act ("FIFRA"), 7 U.S.C. § 136 et seq., the Marine Protection Research, and Sanctuaries Act, 33 U.S.C. § 1401 et seq.; the National Environmental Policy Act, 42 U.S.C. § 4321 et seq.; the Noise Control Act, 42 U.S.C. § 4901 et seq.; the Occupational Safety and Health Act, 29 U.S.C. § 651 et seq.; the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6901 et seq. as amended by the Hazardous and Solid Waste Amendments of 1984; the Safe Drinking Water Act, 42 U.S.C. § 3001 et seq.; the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9601 et seq. as amended by the Superfund Amendments and Reauthorization Act, the Emergency Planning and Community Right-To-Know Act, and Radon Gas and Indoor Air Quality research Act; the Toxic Substances Control Act ("TSCA"), 15 U.S.C. § 2601 et seq.; the Atomic Energy Act, 42 U.S.C. § 2011 et seq., and the Nuclear Waste Policy Act of 1982, 42 U.S.C. § 2011 et seq., all as may be amended, with implementing regulations and guidelines.

Environmental Laws shall also include The Minnesota Environmental Response and Liability Act ("MERLA") and state, regional, county, municipal, and other local laws, regulations, and ordinances insofar as they are equivalent or similar to the federal laws recited above or purport to regulate Waste or Petroleum.

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

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**CONSIDER VOLUNTARY FURLOUGH PROGRAM**

Meeting Date: September 28, 2009  
Item Type: Regular  
Contact: JTeppen, Asst City Admin  
Prepared by:  
Reviewed by:

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

**PURPOSE/ACTION REQUESTED** The City Council has asked staff to put together a voluntary furlough program for employees to consider for 2009.

**SUMMARY** Staff has drafted a voluntary furlough program for employees to consider for the remainder of 2009. Council reviewed it at their study meeting of September 14 and requested that it be returned for formal action at the Council meeting of September 28.

The Voluntary Furlough Program is attached. If an employee volunteers to take unpaid leave yet this year, the savings would be reflected in fund balance. Staff encourages the City Council to use these funds to offset any shortfall in the 2010 budget.

## Voluntary Furlough Program

In an order to avoid lay-offs we are asking all regular Full-time and Part-time benefit earning employees to consider making a commitment to volunteer to take a furlough during the remainder of calendar year 2009. Attached to this memo outlining the volunteer furlough program is a sign up form for those who choose to participate. For planning purposes we are asking employees to turn in the form by October 16, 2009. The City will continue to accept commitment letters through the end of the year if employees determine that they are able to furlough some time at a later date.

2009 Voluntary Furlough Program: a furlough is a type of leave without pay for a specified number of hours/days. Furlough time may be taken during an employee's regularly scheduled workday in four hour increments. While strongly encouraged, at this time the furlough is strictly voluntary.

### Voluntary Furlough Program Guidelines:

#### WHEN:

- a.) Employees may take the furlough time through the end of the 2009 calendar year.
- b.) Time off may be taken in 4 hour increments up to 80 hours.

#### HOW:

- c.) For budgeting and planning purposes, employees are encouraged to turn in their forms by September 30<sup>th</sup>. Volunteer furlough hours will be accepted throughout 2009.
- d.) Supervisors will be instructed to approve unpaid furlough time off at any time the employee wishes to take it unless it will create a severe staffing hardship or cause the City to incur additional overtime costs that would keep the City from saving money on the unpaid leave.
- e.) Furlough hours will not count as hours worked, for purposes of computing overtime.
- f.) When completing your time card, use the "OTHER" row and indicate voluntary furlough.

#### BENEFITS:

- g.) Benefit eligibility and City contribution to insurance will remain the same. PERA contributions are exempted from this program.
- h.) All vacation, personal and sick leave accrual will continue to accrue at the employee's current levels, even in pay periods where unpaid furlough leave is taken. Employees will still be expected to manage their leave balances through out the year. Maximum accumulation caps will remain in effect.
- i.) If an employee takes 40 hours off in a single pay period, they may choose to spread out their health insurance deduction over additional paychecks, by reducing the health insurance deduction by ½ for that pay period when furlough time was taken. The next two paychecks will be "catch up" deductions for the other ½ of the employee share. Health insurance is the only deduction that is eligible for this and employees must request that it be done by emailing Carrie in Finance. This is not an Automatic.
- j.) Changes to ICMA deductions can be made, please forward the form to Carrie in Finance before the start of the pay period you wish to change. Each change needs to be initiated by the employee.
- k.) For employees in their "High Five Years", PERA will allow you to buy back service credit. All employees taking advantage of this program should contact PERA.

We understand that there will be impacts to employees as a result of this request. We acknowledge the hardship a furlough can cause for all employees and appreciate the sacrifice. Thank you to all of our employees.

## 2009 Voluntary Furlough Form

Employee Name: \_\_\_\_\_

Commit to furlough \_\_\_\_\_ number of hours during the 2009 calendar year.

I understand that I am voluntarily committing to a furlough and intend to comply by December, 31, 2009. If for some reason, an unforeseeable qualifying event occurs, I will contact Administration.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Please return this form by September 30<sup>th</sup> to Jenelle Teppen