

**INVER GROVE HEIGHTS CITY COUNCIL AGENDA**  
**MONDAY, OCTOBER 24, 2011**  
**8150 BARBARA AVENUE**  
**7:00 P.M.**

1. CALL TO ORDER

2. ROLL CALL

3. PRESENTATIONS:

A. Recognition of Retirement of Cathy Shea, Assistant Finance Director

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 – October 10, 2011 Regular Council Meeting \_\_\_\_\_

B. Resolution Approving Disbursements for Period Ending October 19, 2011 \_\_\_\_\_

C. Resolution Approving the Certification of Delinquent Utility Bills \_\_\_\_\_

D. Change Order No. 3 and Pay Voucher No. 4 for City Project No. 2011–09D, South Grove Urban Street Reconstruction – Area 6 \_\_\_\_\_

E. Final Pay Voucher No. 2, Engineer’s Final Report, and Resolution Accepting Work for City Project No. 2011–09F, 65th Street Construction \_\_\_\_\_

F. Resolution Approving Amendment to Revised and Restated Joint Powers Agreement (JPA) Establishing a Watershed Management Organization for the Lower Mississippi River Watershed \_\_\_\_\_

G. Resolution Awarding Contract for Televising Services for City Project No. 2012–09D Urban Street Reconstruction – 65th Street Area \_\_\_\_\_

H. Approve Dakota County’s 2012–2016 Capital Improvement Program \_\_\_\_\_

I. Resolution Approving the Acquisition of Property at 6549 Doffing Avenue \_\_\_\_\_

J. Approve Modification to Skate Park Rules \_\_\_\_\_

K. Approve Seasonal Closure of the Rock Island Swing Bridge \_\_\_\_\_

L. Approve 30–Day Suspension of Two (2) Firefighters for Failure to Meet Minimum Call Requirements \_\_\_\_\_

M. Approve Massage Therapist License Applications \_\_\_\_\_

N. Schedule Public Hearing \_\_\_\_\_

O. Personnel Actions \_\_\_\_\_

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

6. **PUBLIC HEARINGS:**

A. **CITY OF INVER GROVE HEIGHTS;** Assessment Hearing for City Project No. 2011-09F, 65<sup>th</sup> Street Reconstruction (from Concord Boulevard to 200' West) \_\_\_\_\_

B. **CITY OF INVER GROVE HEIGHTS;** Assessment Hearing for City Project No. 2000-10, 117<sup>th</sup> Street and T.H. 52 Interchange \_\_\_\_\_

C. **CITY OF INVER GROVE HEIGHTS;** Assessment Hearing for 2011 Nuisance Abatement \_\_\_\_\_

7. **REGULAR AGENDA:**

**ADMINISTRATION:**

A. **CITY OF INVER GROVE HEIGHTS;** Consider First Reading of an Ordinance Adding Chapter 11 Under Title 1, Administration, Domestic Partner Registry \_\_\_\_\_

B. **FINE & ASSOCIATES, INC.;** Consider Resolution Approving a Second Amendment to Contract for Private Development between the City and Southeast Quadrant, LLC \_\_\_\_\_

C. **DAVID LETHERT;** Consider Approval of an Agreement to Abate Cesspool Nuisance with Local Improvement Project Pursuant to Minnesota Statutes §429.021 \_\_\_\_\_

**COMMUNITY DEVELOPMENT:**

D. **RODGER ESPESETH;** Consider Resolution relating to a Conditional Use Permit Amendment to allow Three (3) RV/Trailer Rental Spaces instead of Two (2) for Property Located at 1181 80<sup>th</sup> Street \_\_\_\_\_

E. **DAKOTA COUNTY PARKS DEPARTMENT;** Consider the Third reading of an Amendment to the City Code (Subdivision Regulations) relating to allowing Subdivisions for the Creation of Public Land Subject to Administrative Approval \_\_\_\_\_

F. **CITY OF INVER GROVE HEIGHTS;** Consider the following Ordinance Amendments:  
i) Third Reading of an Ordinance Amendment to Chapter 10 of the City Code relating to updates to the Floodplain Management District and adoption of the new FEMA Floodplain Maps \_\_\_\_\_  
ii) Resolution Adopting for Publication the Summary and Title of the Ordinance Amending Chapter 10 of the City Code relating to updates to the Floodplain Management District and adoption of the new FEMA Floodplain Maps \_\_\_\_\_

**PUBLIC WORKS:**

G. **CITY OF INVER GROVE HEIGHTS;** Consider Second Reading of an Ordinance Prohibiting the Use of Coal Tar-Based Sealer \_\_\_\_\_

H. **CITY OF INVER GROVE HEIGHTS;** Consider Third Reading of an Ordinance Adding Inver Grove Heights City Code Title 9, Chapter 5, Section 9-5-13, Regarding Illicit Connections and Discharges to the Municipal Separate Storm Sewer System (MS4) \_\_\_\_\_

I. **CITY OF INVER GROVE HEIGHTS;** Consider First Reading of an Ordinance Amending Inver Grove Heights City Code Title 9, Chapter 4, Sections 9-4-1-2 and 9-4-1-3 regarding Excavation and Fills \_\_\_\_\_

J. **CITY OF INVER GROVE HEIGHTS;** Consider Approval of Third Amended Maintenance Agreement with Arbor Pointe Association, Inc. \_\_\_\_\_

**ADMINISTRATION CONT.:**

K. **CITY OF INVER GROVE HEIGHTS;** Consider First Reading of an Ordinance Amending City Code Title 3, Chapter 4, Sections 3-4-2-2 and 3-4-2-3 and 10-3-8 Adjusting Development Fees for 2012 \_\_\_\_\_

L. **CITY OF INVER GROVE HEIGHTS;** Consider Change Order No. 29 for City Project No. 2008-18, Public Safety Addition/City Hall Renovation Project \_\_\_\_\_

8. **MAYOR AND COUNCIL COMMENTS:**

9. **ADJOURN:**

**INVER GROVE HEIGHTS CITY COUNCIL MEETING  
MONDAY, OCTOBER 10, 2011 - 8150 BARBARA AVENUE**

**CALL TO ORDER/ROLL CALL:** The City Council of Inver Grove Heights met in regular session on Monday, October 10, 2011, in the City Council Chambers. Mayor Tourville called the meeting to order at 7:00 p.m. Present were Council members Grannis, Madden and Piekarski Krech; City Administrator Lynch, Assistant City Administrator Teppen, City Attorney Kuntz, Public Works Director Thureen, Parks and Recreation Director Carlson, and Community Development Director Link.

**3. PRESENTATIONS:**

**4. CONSENT AGENDA:**

Councilmember Grannis removed Item 4M, Resolution Approving Use of Eminent Domain to Acquire Real Property from Private Property Owner as required for Heritage Village Park Trail Improvements included in City Project No. 2011-08, from the Consent Agenda

- A. Minutes – September 26, 2011 Regular Council Meeting
- B. **Resolution No. 11-175** Approving Disbursements for Period Ending October 5, 2011
- C. Change Order No. 1 and Pay Voucher No. 1 for City Project No. 2011-09F, 65<sup>th</sup> Street Construction
- D. Change Order No. 1 and Pay Voucher No. 3 for City Project No. 2010-09I, Blaine Avenue Mill and Repave
- E. **Resolution No. 11-176** Accepting Individual Project Order No. 17D with Kimley-Horn & Associates, Inc. for Additional Construction Phase Services for City Project No. 2011-09D, South Grove Street Reconstruction Area 6
- F. Appoint Board Member to the Lower Mississippi River Watershed Management Organization
- G. **Resolution No. 11-177** and **Resolution No. 11-187** Accepting the Draft Feasibility Study, Authorizing Solicitation of Quotes, Accepting Quotes and Awarding Contract for City Project No. 2010-22, Ravine Pond Railroad Erosion Mitigation Project
- H. **Resolution No. 11-178** Calling for Hearing on Proposed Assessments and **Resolution No. 11-179** Declaring Costs to be Assessed and Ordering Preparation of Proposed Assessments for 2011 Pavement Management Program, City Project No. 2010-09I, Blaine Avenue (North Area) Full Depth Mill and Repave from Upper 55<sup>th</sup> Street to 50<sup>th</sup> Street
- I. Approve RFP for Massage Therapy Services at the VMCC/Grove
- J. Approve Contractor to Replace Domestic Hot Water Storage Tank at the VMCC
- K. Approve Purchase of New Ice Resurfacer
- L. Approve Grant for Heritage Village Park Wetland Restoration
- N. **Resolution No. 11-181** Approving Local Trail Grant Application for North Valley Park
- O. Approve Purchase of Vehicle Mounted Message Boards for Emergency Response
- P. Approve Temporary 3.2 Liquor License for Inver Hills Community College
- Q. **Resolution No. 11-182** Approving Mileage Reimbursement for City Administrator
- R. Personnel Actions

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

**Ayes: 4**

**Nays: 0            Motion carried.**

- M. Resolution No. 11-180** Approving Use of Eminent Domain to Acquire Real Property from Private Property Owner as required for Heritage Village Park Trail Improvements included in City Project No. 2011-08

Councilmember Grannis stated he removed the item from the consent agenda because it involved the use of eminent domain. He explained that eminent domain is a very powerful tool that governments have at their disposal and opined that it should not be used for this purpose.

Mayor Tourville explained that the City tried to purchase the property and could not reach an agreement with the property owner. He noted that the City has deadlines that need to be met with respect to the use of a grant funding received from the Minnesota DNR for construction of trail improvements.

Councilmember Madden stated the City made an honest effort to acquire the property through other means. He opined that he would have liked to avoid using eminent domain, but the City was left with no other solution to the problem.

Councilmember Piekarski Krech stated she would only support the acquisition because the property was not a homestead and was vacant land.

**Motion by Madden, second by Piekarski Krech, to adopt Resolution No. 11-180 Approving the Use of Eminent Domain to Acquire Real Property from Private Property Owner as required for Heritage Village Park Trail Improvements included in City Project No. 2011-08**

**Ayes: 3**

**Nays: 1 (Grannis) Motion carried.**

**5. PUBLIC COMMENT:**

Ed Gunter, 6671 Concord Boulevard, questioned when the assessments for the Concord Boulevard project would be mailed to affected residents.

Mr. Kaldunski explained the City did not receive the final invoice from the County in time to complete the assessment roll this fall. He stated the time frame was too compressed given the date by which assessments must be certified to the County. He noted the assessment hearing would likely be delayed until the spring of 2012 in order to avoid the accrual of excess interest charges.

**6. PUBLIC HEARINGS:** None.

**7. REGULAR AGENDA:**

**COMMUNITY DEVELOPMENT:**

- A. WALMART STORES, INC.;** Consider a Resolution amending the PUD approval to allow the store to remain open 24 hours on Thanksgiving Day

Mr. Link explained the applicant submitted a onetime request to allow for extended hours on the evening of November 24, 2011. The request is to allow the store to remain open 24 hours into the morning of Friday, November 25<sup>th</sup>. The parking lot lights would also remain on at full intensity for the same period. The approvals for Walmart have restrictions on hours of operation and hours the parking lot lighting remains on. Store hours are restricted to 7:00 a.m. to 11:00 p.m. daily, except for the Friday after Thanksgiving when the store is allowed to open at 5:00 a.m. The parking lot lighting is to be reduced after 11:10 p.m. each evening.

Mr. Link noted that Walmart submitted a similar proposal in October of 2009 and the City Council denied the request. In all commercial districts businesses are allowed to operate 24 hours unless specific conditions regulating hours are approved by the City Council. Walmart is unique in that it is located across the street from a residential neighborhood and as such the City Council imposed regulations on the hours of operation as well as the timing and intensity of the parking lot lights. If Walmart sought a permanent change to their hours of operation for the same timeframe in subsequent years, an application for an amendment to the PUD and Development Contract would need to be submitted and approved by Council.

Mr. Link noted that staff mailed notice of the meeting to 27 property owners, closest to the store, along Cheney Trail. Planning staff supported the onetime request for extended hours of operation provided there were no neighborhood concerns that could not be addressed.

Councilmember Madden stated the restricted hours of operation for Walmart were agreed upon after a long, arduous process at both the Planning Commission and City Council levels. He opposed the request to amend the hours because of his belief that the original conditions of approval should be honored.

Councilmember Piekarski Krech clarified that the Council previously approved an amendment to allow the store to open at 5:00 a.m. on the Friday after Thanksgiving.

Mr. Link confirmed that Council did previously approve the request to allow the store to open at 5 a.m. on the Friday after Thanksgiving.

Tim Peterson, Walmart Store Manager, stated the request is not to permanently allow the store to be open for 24 hours. He explained the request is based on a desire to address safety concerns for customers and employees during the annual "Black Friday" event. He stated many retailers open at 12:01 a.m. on the Friday after Thanksgiving. He explained that if the store was allowed to stay open for 24 hours on Thanksgiving, customers would be able to wait inside the store rather than line up in the parking lot before the store opening at 5:00 a.m. He reiterated that the main concern is to promote the safety of the customers and the employees during the annual sale event. He added that the extended hours of operation would also result in a 15% increase in sales.

Councilmember Piekarski Krech confirmed that the store would be open on Thanksgiving and would remain open through the Friday after Thanksgiving.

Ed Gunter, 6671 Concord Boulevard, noted when the same request was presented to the Council in 2009 the neighbors expressed concerns about noise and the parking lot lights. He opined that the request is not beneficial for employees because it limits the amount of time they can spend with their families on the holiday.

Councilmember Madden commented that a number of employees thanked him for not supporting the request in 2009 so they could have time off to spend with their families.

Mayor Tourville stated he agreed that the original conditions of approval should be honored. He noted that if the same request came back to the Council next year he may consider it because another major retailer would be open in the City and it would not be fair if the approved hours of operation were different.

Councilmember Piekarski Krech questioned if the Council needed to grant approval for Walmart to open at 5:00 a.m. on the day after Thanksgiving.

Mr. Link indicated that the previous change to the hours of operation to allow the store to open at 5:00 a.m. was a permanent approval.

**Motion by Madden, second by Grannis, to adopt Resolution No. 11-183 denying an Amendment to the PUD Approval to Allow the Walmart Store to Remain Open 24 Hours on Thanksgiving Day**

**Ayes: 4**

**Nays: 0      Motion carried.**

**B. SPIRE FEDERAL CREDIT UNION;** Consider a Resolution relating to a Preliminary & Final Plat, Preliminary & Final PUD Development Plan and Development Contract for Brentwood Hills Second Addition Property Located on North Side of Upper 55<sup>th</sup> Street, West of Blaine Avenue

Mr. Link explained the applicant is seeking reapproval of the Brentwood Hills townhome project, originally approved in 2006 as a 24 unit townhome project. The original owner constructed the first seven (7) units, installed utilities, landscaping, a stormwater pond, and the first lift of asphalt on the private drive. In 2007 the owner received approval for an amendment to the plat/plans for a reduced setback and property line adjustment. The owner never recorded the amended plat documents, the previous approvals expired, and the property went into foreclosure. Spire Federal Credit Union now owns the property and would like the plans that were originally presented to be reapproved. The applicant also submitted a Phase I site

restoration plan, which would act as an interim plan until the other phases of the project are built. The site restoration plan would be cost effective, would clean the property up, and would allow low maintenance natural vegetation to be planted on all undeveloped areas. The native grasses would be taller than six (6) inches, but would not contain weeds and would require maintenance. Both Planning staff and the Planning Commission recommended approval of the request.

Glenn Bergman, Attorney for Spire Federal Credit Union, stated the existing townhomes were built in accordance with the amended plat that was never recorded by the developer. Because the amended plat was never recorded, the existing units extend 20 feet outside of the lot lines, creating a title problem. He explained that they want to fix the title problem so the existing units are within the boundaries of the lots.

Mr. Kuntz explained that part of the approval includes releasing the property from some of the old agreements that existed under the original plat. The new plat conforms to the units that have been constructed. The bank has found an investment buyer that has agreed to install the final lift of asphalt prior to the new plat being recorded, to install the turf establishment on the vacant property, and to clean up various items on the property such as dirt and brick piles. He clarified that there is no expectation that the remaining units will be constructed any time soon. He stated the plat and stormwater maintenance agreements will be in place so the buyer will continue to maintain the pond.

Mayor Tourville asked if the third party buyer was also in agreement with the conditions of the resolution.

Mr. Bergman stated the buyer would be the signatory on all of the documents and confirmed that the documents were reviewed and the buyer has agreed to the conditions of the resolution.

**Motion by Madden, second by Piekarski Krech, to adopt Resolution No. 11-184 relating to a Preliminary & Final Plat, Preliminary & Final PUD Development Plan and Development Contract for Brentwood Hills Second Addition Property located on North Side of Upper 55<sup>th</sup> Street, West of Blaine Avenue**

**Ayes: 4**

**Nays: 0          Motion carried.**

**C. IGH INVESTMENTS, LLC;** Consider a Resolution relating to the Final Plat, Final PUD Development Plan and Development Contract for Argenta Hills 4<sup>th</sup> Addition

Mr. Lynch explained the applicant requested that the item be tabled.

**Motion by Piekarski Krech, second by Madden, to table the item to the October 24, 2011 Regular Council Meeting**

**Ayes: 4**

**Nays: 0          Motion carried.**

**D. DAKOTA COUNTY PARKS DEPARTMENT;** Consider the Second Reading of an Amendment to the City Code (Subdivision Regulations) relating to Allowing Subdivisions for the Creation of Public Land Subject to Administrative Approval

Mr. Link explained staff and the City Attorney modified some language to the proposed administrative subdivision ordinance by adding language to criteria #6 and #7 which clarifies that the resultant parcels must meet minimum lot size and width requirements unless they are exempt from such standards or a variance has been approved. Staff also researched the question posed by Mr. Willy Krech regarding his buildings and the setback from the property acquired by the County. The Assistant County Attorney informed Planning staff that all parties agreed to the location of the property line by the north building and that the building would be less than the required 40 feet from the property line. The property acquisition by the south building was adjusted so that it was at least 40 feet from the property line. Mr. Link noted that the drawings submitted to staff were consistent with the information provided by the County.

**Motion by Piekarski Krech, second by Madden, to approve the Second Reading of an Amendment to the City Code (Subdivision Regulations) relating to Allowing Subdivisions for the Creation of Public Land Subject to Administrative Approval**

**Ayes: 4**

**Nays: 0      Motion carried.**

**E. CITY OF INVER GROVE HEIGHTS;** Consider the Second Reading of an Ordinance Amendment to Chapter 10 of the City Code relating to Updates to the Floodplain Management District and Adoption of the New FEMA Floodplain Maps

Mr. Link stated no changes were proposed by staff for the second reading. He explained that all cities within Dakota County are required to adopt the new maps by December 2, 2011. The current maps for the City have not changed since 1980 and new flood data and topographic data were used to draw the new boundaries of the floodplain. The maps are used as part of the Flood Insurance program to determine the location of the floodplain. There is a federal requirement that flood insurance is mandatory if the insurable structure is in one of the high risk flood zones. Local government participation is mandatory for homeowners to be able to acquire the flood insurance.

**Motion by Piekarski Krech, second by Grannis, to approve the Second Reading of an Ordinance Amendment to Chapter 10 of the City Code relating to Updates to the Floodplain Management District and Adoption of the New FEMA Floodplain Maps**

**Ayes: 4**

**Nays: 0      Motion carried.**

**PUBLIC WORKS:**

**F. CITY OF INVER GROVE HEIGHTS;** Consider Resolution Prohibiting Parking on Portions of College Trail from Broderick Boulevard to Cahill Avenue

**NO ACTION WAS TAKEN ON THIS ITEM**

**G. CITY OF INVER GROVE HEIGHTS;** Consider Resolution Prohibiting Parking on Both Sides of the Trunk Highway 52 East Frontage Road from Inver Grove Trail to 117<sup>th</sup> Street East

Mr. Thureen explained the subject street was constructed by Mn/DOT as part of two City Projects, 2000-10 and 2008-08, and in the near future it will be turned over to the City. Once it is turned over it will be added to the City's Municipal State Aid street system. The street will need to be posted "No Parking" on both sides to meet Municipal State Aid standards. Staff received a complaint about cars being parked along the east side of the street by individuals accessing the DNR Scenic and Natural Area property. This will likely become a more frequent occurrence after the County extends the Mississippi River Regional Trail. Given the street width, the type of traffic utilizing the street, and the posted speed limit (45 mph), staff felt it would be prudent to install the "no parking" signage now.

Councilmember Piekarski Krech questioned if the County was going to do anything to address the issue.

Mr. Thureen explained that the DNR has control of the area and ultimately the plan would be to construct a trailhead at that location.

Mayor Tourville suggested that staff contact the DNR to see if the area could be made wider with some gravel.

**Motion by Grannis, second by Piekarski Krech, to adopt Resolution No. 11-185 Prohibiting Parking on both Sides of the Trunk Highway 52 East Frontage Road from Inver Grove Trail to 117<sup>th</sup> Street East**

**Ayes: 4**

**Nays: 0      Motion carried.**

**H. CITY OF INVER GROVE HEIGHTS;** Resolution Adopting the Final Assessment Roll for City Project No. 2008-13, Courthouse Boulevard Court Street Improvements

Mr. Thureen stated City Project No. 2008-13 was awarded to Bituminous Roadways, Inc. by the City Council on September 8, 2008 as part of the improvements agreed to with Inverpoint Business Park, LLC (United Properties Development). The final project cost was \$555,929.56. As part of the development contract, Inverpoint Business Park, LLC signed waiver of assessment appeal agreements for four (4) improvements totaling \$689,010. Three parcels are proposed to be assessed a total of \$488,462.98 as per the stipulations of the waiver agreements. An assessment term of 15 years at an interest rate of 4.8% is proposed for the project. The balance of the project cost will be funded by Northwest Area storm water fees because the City included an improvement for storm water purposes in the project because it was the most cost effective option.

**Motion by Piekarski Krech, second by Grannis, to approve Resolution No. 11-186 Adopting the Final Assessment Roll for City Project No. 2008-13, Courthouse Boulevard Court Street Improvements****Ayes: 4****Nays: 0          Motion carried.****I. CITY OF INVER GROVE HEIGHTS;** Consider First Reading of an Ordinance Prohibiting the Use of Coal Tar-Based Sealer

Mr. Kaldunski explained the City is permitted by the MPCA to operate as a MS4 City. Those cities with permits have begun regular maintenance activities and observations on the storm sewer system. Regulatory agencies and cities have become concerned with coal tar based sealants used primarily on driveways. Coal tar based sealant is known to distribute polycyclic aromatic hydrocarbons, known carcinogens, into water. The MPCA has encouraged cities to adopt ordinances regulating the use of coal tar based sealants to reduce the presence of polycyclic aromatic hydrocarbons in pond sediments. Asphaltic based sealants are not proposed to be restricted by the ordinance.

Mr. Kaldunski stated the City has conducted routine maintenance on the storm water management facilities owned by the City. A testing program was established as part of the routine maintenance. To date the City has tested 12 storm water basins, three (3) of which were found to contain polycyclic aromatic hydrocarbons in the sediments.

Mr. Kaldunski explained the MPCA has established a grant program to assist communities with the management of polycyclic aromatic hydrocarbons. The program can be used to remove sediments with high levels of the carcinogen from the basins. The City identified two (2) pond dredging maintenance projects that may be eligible for grants. In order to apply for funding the City must adopt the proposed ordinance. The ordinance as proposed is based on the model ordinance developed by the League of Minnesota Cities.

Mayor Tourville noted this item was also discussed at the work session. He stated part of the program would also include education for citizens, retailers, and suppliers.

**Motion by Grannis, second by Piekarski Krech, to adopt the First Reading of an Ordinance Prohibiting the Use of Coal Tar-Based Sealer****Ayes: 4****Nays: 0          Motion carried.****J. CITY OF INVER GROVE HEIGHTS;** Consider Second Reading of an Ordinance Adding Inver Grove Heights City Code, Title 9, Chapter 5, Section 9-5-13, Regarding Illicit Connections and Discharges to the Municipal Separate Storm Sewer System (MS4).

Mr. Kaldunski explained the City was asked to adopt an ordinance which regulates illicit discharges and connections to the storm sewer system. He noted that the ordinance would provide the City with options for enforcement of the proposed regulations.

**Motion by Piekarski Krech, second by Grannis, to approve the Second Reading of an Ordinance Adding Inver Grove Heights City Code, Title 9, Chapter 5, Section 9-5-13, Regarding Illicit Connections and Discharges to the Municipal Separate Storm Sewer System (MS4)**

**Ayes: 4**

**Nays: 0**      **Motion carried.**

**ADMINISTRATION:**

**K. CITY OF INVER GROVE HEIGHTS;** Consider First Reading of an Ordinance relating to Domestic Partnership Registration

Ms. Teppen explained that a few months ago domestic partnership registries received publicity in the local Pioneer Press and the City subsequently received some phone calls inquiring as to whether or not the City had an ordinance relating to domestic partnership registration. She stated because the City did not have such an ordinance, staff was directed by Council to bring a draft ordinance forward for consideration. She noted the proposed ordinance mirrors what other cities have adopted, except for the elimination of a provision which would allow domestic partners to register if one of the partners worked in the City.

Councilmember Piekarski Krech stated if the phrase “or work” was eliminated from the ordinance it would be redundant to include number eight (8) under the definitions Section, 11-11-2, because it would be “couples who reside”.

Mayor Tourville clarified that in order to register both people would have to live in the City.

Mr. Kuntz suggested that number eight (8) be left in the ordinance and that the language be changed to “both of whom reside”.

Councilmember Madden opined that this issue should be delayed until after the 2012 election when the results of the vote on the State marriage amendment are known.

Councilmember Piekarski Krech stated the marriage amendment pertains only to a certain type of couple. She stated the proposed ordinance would pertain to any type of couple and opined that she knows of several couples in the City that would benefit from the proposed ordinance. She stated the proposed ordinance would provide those couples who, for a number of reasons, would not or do not get married, with the ability to say that they are a committed couple. She opined that the proposed ordinance had nothing to do with what the State is considering.

Councilmember Madden commented on the article that was published in the newspaper and expressed concern that the proposed ordinance would be a step in that direction. He opined that he would have a problem with the ordinance if it is just a step towards a complete change to the laws or the morals of the State.

Councilmember Piekarski Krech stated she views it as an opportunity for couples to express a commitment to one another without being married.

Councilmember Madden stated one problem is that the ordinance can be interpreted in many ways.

Mayor Tourville stated he has received many comments both for and against the proposed ordinance. He noted one of the major concerns is that the issue is outside the purview of City government.

**Motion by Grannis, second by Piekarski Krech, to receive information provided by OutFront Minnesota.**

**Ayes: 3**

**Nays: 0**

**Abstain: 1 (Madden)**      **Motion carried.**

Ted Trenzeluk, 7305 Bancroft Way, stated he opposed the proposed ordinance. He opined that the proposed ordinance would be legally irrelevant and tax dollars should not be used for something that is merely a symbol. He provided the Council with additional information from OutFront Minnesota which acknowledges that the legal impact of a domestic partner registry is very limited.

**Motion by Piekarski Krech, second by Grannis, to receive information provided by Ted Trenzeluk****Ayes: 4****Nays: 0 Motion carried.**

Mr. Trenzeluk opined that the registry would provide no direct benefit from an insurance perspective, and the main purpose of this type of legislation is a salvo in the lead up to the constitutional amendment. He stated if the Council chose to move forward with the proposed ordinance he would personally notify every pastor in the City to inform them of the issue.

Arlene Desombre, 8679 Callahan Trail, stated she has been a teacher for 30 years and has seen the value of couples being married and the positive effect it has on the children.

Georgia Mueller stated she has lived in the City since 1973. She opined that the proposed amendment is about people being fiscally responsible. She stated that anything a City can do to encourage and help people obtain medical coverage will benefit society as a whole. She opined that the registration would provide people with documentation that could assist them in receiving medical coverage.

Mr. Lynch stated he received a call from Carolyn Krech who wanted it noted for the record that she was opposed to the proposed ordinance.

Councilmember Madden reiterated that he is 100% opposed to the ordinance.

Councilmember Grannis opined that the City should not be involved in something like this because it would have such a limited effect.

Mayor Tourville stated his understanding is that it is up to each individual provider whether or not to provide insurance coverage. If the insurance provider does not offer coverage for domestic partners it would not matter if they were registered.

Ms. Teppen confirmed that coverage is dependent upon how each individual policy is written.

Mayor Tourville suggested that the item be tabled until all five Council members were present. He asked staff to provide additional information regarding insurance benefits.

**Motion by Madden, second by Tourville, to table the item to the October 24, 2011 Regular Council Meeting****Ayes: 3****Nays: 1 (Grannis) Motion carried.**

**L. CITY OF INVER GROVE HEIGHTS;** Consider Third Reading of an Ordinance Amending City Code Title 9, Chapter 5, Section 9-5-5 relating to Compliance Requirements for Land Alterations

Mr. Kuntz stated no substantive changes were made since the second reading.

**Motion by Piekarski Krech, second by Grannis, to adopt Ordinance No. 1241 Amending City Code Title 9, Chapter 5, Section 9-5-5 relating to Compliance Requirements for Land Alterations****Ayes: 4****Nays: 0 Motion carried.**

**M. CITY OF INVER GROVE HEIGHTS;** Consider Third Reading of an Ordinance Amending City Code Title 4, Chapter 1, Article A, Section 4 relating to Types of Intoxicating Liquor Licenses and a Resolution Adopting Temporary On Sale Liquor License Fees

Mr. Kuntz explained the ordinance amendment would allow the City to issue temporary intoxicating liquor licenses and one day consumption and display permits to those organizations that qualify. He noted no changes have been made since the second reading.

Mayor Tourville clarified that the premise for the amendment was based on a request from St. Patrick's Church.

Mr. Kuntz acknowledged that this would allow greater flexibility for events hosted by certain organizations.

**Motion by Piekarski Krech, second by Grannis, to adopt Ordinance No. 1242 Amending City Code Title 4, Chapter 1, Article A, Section 4 relating to Types of Intoxicating Liquor Licenses and Resolution No. 11-188 Adopting Temporary On Sale Liquor License Fees**

**Ayes: 4**

**Nays: 0      Motion carried.**

**8. MAYOR & COUNCIL COMMENTS:**

Mayor Tourville reminded citizens about Fire Prevention week.

**9. ADJOURN:** Motion by Grannis, second by Madden, to adjourn. The meeting was adjourned by a unanimous vote at 8:35 p.m.

DRAFT

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: October 24, 2011  
 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 October 6, 2011 to Octoberber 19, 2011.

**SUMMARY**

Shown below is a listing of the disbursements for the various funds for the period ending October 19, 2011. The detail of these disbursements is attached to this memo.

General & Special Revenue	\$518,650.51
Debt Service & Capital Projects	768,104.20
Enterprise & Internal Service	316,536.25
Escrows	<u>13,299.27</u>
Grand Total for All Funds	<u><u>\$1,616,590.23</u></u>

If you have any questions about any of the disbursements on the list, please call Shannon Battles, Accountant at 651-450-2488 or Bill Schroepfer, Accountant at 651-450-2516.

Attached to this summary for your action is a resolution approving the disbursements for the period October 6, 2011 to October 19, 2011 and the listing of disbursements requested for approval.

DAKOTA COUNTY, MINNESOTA

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

RESOLUTION APPROVING DISBURSEMENTS FOR THE  
PERIOD ENDING OCTOBER 19, 2011

**WHEREAS**, a list of disbursements for the period ending October 19, 2011 was presented to the City Council for approval;

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

General & Special Revenue	\$518,650.51
Debt Service & Capital Projects	768,104.20
Enterprise & Internal Service	316,536.25
Escrows	13,299.27
Grand Total for All Funds	<u>\$1,616,590.23</u>

Adopted by the City Council of Inver Grove Heights this 24<sup>th</sup> day of October, 2011.

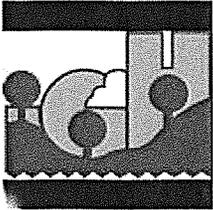
Ayes:

Nays:

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

ATTEST:

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



Vendor Name	Payable Number	Post Date	Item Description	Account Number	Amount
<b>Fund: 101 - GENERAL FUND</b>					
ACE PAINT & HARDWARE	506943/5	10/19/2011	5/4/11	101.42.4200.423.60065	14.97
ACE PAINT & HARDWARE	506943/5	10/19/2011	5/4/11	101.42.4200.423.60040	70.47
DAKOTA CTY PROP TAXATION & RECC	6/17/11-2	10/03/2011	ABSTRACT FEE 6/17/11	101.41.1100.413.50025	138.00
DAKOTA CTY PROPERTY RECORDS	10832	10/03/2011	COMPUTER ACCESS 6/24/11	101.41.2000.415.30700	17.92
DAKOTA CTY PROPERTY RECORDS	10832	10/03/2011	COMPUTER ACCESS 6/24/11	101.43.5100.442.30700	62.56
LYNCH, JOE	7/11/11	10/05/2011	REIMBURSE- ICMA CONFERENCE	101.41.1100.413.50075	340.56
LYNCH, JOE	7/11/11	10/05/2011	REIMBURSE- ICMA CONFERENCE	101.41.1100.413.50080	600.00
LYNCH, JOE	7/11/11	10/05/2011	REIMBURSE- ICMA CONFERENCE	101.41.1100.413.50075	30.49
LYNCH, JOE	7/11/11	10/05/2011	REIMBURSE- ICMA CONFERENCE	101.41.1100.413.50075	24.83
LYNCH, JOE	7/11/11	10/05/2011	REIMBURSE- ICMA CONFERENCE	101.41.1100.413.50065	100.00
LYNCH, JOE	7/11/11-MILEAGE	10/12/2011	REIMBURSE-MILEAGE	101.41.1100.413.50065	388.50
SHERIDAN, CINDY	42073	10/19/2011	REIMBURSE-MAILBOX	101.43.5200.443.60016	36.39
DAKOTA CTY PROP TAXATION & RECC	8/22/11	10/03/2011	ABSTRACT FEE 8/22/11	101.41.1100.413.50025	414.00
DANNER LANDSCAPING	8283	10/03/2011	8/26/11	101.44.6000.451.60016	564.30
INFRATECH	PR11688	10/19/2011	8/31/11	101.43.5200.443.40066	990.00
JRK SEED & TURF SUPPLY	2118	10/03/2011	9/2/11	101.44.6000.451.60016	715.70
HEALTHEAST MEDICAL TRANSPORTAT	11-26830	09/30/2011	BLOOD ALCOHOL DRAW 9/4/11	101.42.4000.421.30700	85.00
PRAIRIE RESTORATIONS, INC.	0017787	10/03/2011	9/6/11	101.44.6000.451.70501	759.70
INTERNATIONAL CODE COUNCIL INC	2854203	09/30/2011	MEMBER NO 0296400	101.45.3300.419.50070	125.00
NATURE CALLS, INC.	15487	10/03/2011	9/7/11	101.44.6000.451.40065	728.44
MIDWAY CONTAINER INC	156171	10/03/2011	ORDER NO. 201669	101.44.6000.451.60016	676.31
HANCE UTILITY SERVICES INC	18062	10/03/2011	9/8/11	101.44.6000.451.30700	157.00
MN FIRE SERVICE CERT BOARD	25613	10/19/2011	10/1/11	101.42.4200.423.50070	1,240.00
HOLIDAY STATION STORES	122846034	10/17/2011	10/17/11 ELAN	101.42.4200.423.60018	24.95
CWH RESEARCH INC.	3365	10/03/2011	TAC#502025	101.41.1100.413.30500	1,882.35
PX PRODUCTS CO	5662	10/03/2011	36 PADLOCK KEY #3461	101.44.6000.451.40040	751.04
VIKING PAINTS, INC.	35028	10/03/2011	9/13/11	101.44.6000.451.60016	603.25
DANNER LANDSCAPING	8337	10/03/2011	9/13/11	101.44.6000.451.60016	3,539.70
M C TOWNSEND ASSOCIATES, LLC	9/13/11	10/17/2011	10/17/11 ELAN	101.42.4200.423.50080	245.00
AGASSIZ SEED & SUPPLY	INV043000	10/03/2011	CUSTOMER ID CITYO55077	101.44.6000.451.60016	3,320.00
DCA TITLE	16588	10/05/2011	1990 46TH STREET	101.44.6000.451.30700	777.50
PEARL VALLEY ORGANIX, INC.	53107	10/03/2011	ORDER NO 00083440	101.44.6000.451.60030	4,639.40
ALFORD'S FUNERAL HOME	828986336	10/17/2011	10/17/11 ELAN	101.42.4000.421.60065	72.94
MN RECREATION AND PARK ASSOCIA	7132	10/03/2011	9/15/11	101.44.6000.451.50080	350.00
MN/DOT STATE SIGN SHOP	9/15/11-2	10/13/2011	5 YELLOW RIBBON SIGNS	101.43.5200.443.60016	314.75
AGASSIZ SEED & SUPPLY	INV042999	10/03/2011	CUSTOMER ID CITYO55077	101.44.6000.451.60016	102.00
JIM MURR PLUMBING, INC.	29662	10/12/2011	PROJECT 29662	101.44.6000.451.40040	1,131.30
TOTAL CONSTRUCTION & EQUIP.	51175	10/03/2011	CUSTOMER CIT001	101.44.6000.451.40040	537.87
TOTAL CONSTRUCTION & EQUIP.	51183	10/05/2011	CUSTOMER CIT001	101.43.5400.445.40042	2,624.07
TOTAL CONSTRUCTION & EQUIP.	51190	10/03/2011	CUSTOMER CIT001	101.44.6000.451.40047	263.39
SPRINT	634573312-118	09/30/2011	ACCOUNT 634573312	101.45.3300.419.50020	197.63
UNITED PARCEL SERVICE	SEPTEMBER 2011	10/17/2011	10/17/11 ELAN	101.42.4200.423.50035	110.30
SPRINT	166309819-046	10/03/2011	ACCOUNT 166309819	101.42.4000.421.50020	260.00
SPRINT	266183728-084	10/03/2011	ACCOUNT 266183728	101.42.4200.423.50020	519.90
SPRINT	641378810-046	09/30/2011	ACCOUNT 641378810-046	101.42.4200.423.50020	39.99
BUILDING PERMITS LAW BULLETIN	10313364	09/28/2011	REF#10313364 RENEWAL	101.45.3300.419.50070	99.00
OLSEN FIRE PROTECTION, INC	53784	10/03/2011	ACCOUNT 2709539	101.44.6000.451.50055	969.00
OLSEN FIRE PROTECTION, INC	53784	10/03/2011	ACCOUNT 2709539	101.44.6000.451.40040	274.00
CENTURY LINK	9/19/11	10/03/2011	ACCOUNT 651 455 9072 782	101.42.4200.423.50020	40.07
DAKOTA CTY PROP TAXATION & RECC	9/19/11	10/13/2011	ABSTRACT FEE 9/19/11	101.41.1100.413.50025	92.00
TRAFFIC & PARKING CONTROL CO INC	I377230	10/05/2011	ORDER SO360346	101.43.5200.443.60016	502.04
LOCATORS & SUPPLIES, INC.	0196711-IN	10/05/2011	ORDER 0177225	101.43.5200.443.60045	95.13
MENARDS - WEST ST. PAUL	26211	10/12/2011	ACCOUNT 30170270	101.44.6000.451.60016	39.61

## Expense Approval Report

Payment Dates: 10/5/2011 - 10/19/2011

Vendor Name	Payable Number	Post Date	Item Description	Account Number	Amount
ACE PAINT & HARDWARE	508768/5	10/03/2011	9/20/11	101.44.6000.451.60016	16.01
PAPA JOHN'S PIZZA	9/20/11	10/17/2011	10/17/11 ELAN	101.42.4200.423.60006	110.34
HOLIDAY STATION STORES	094505106	10/17/2011	10/17/11 ELAN	101.41.1100.413.60065	12.41
M & J SERVICES, LLC	113	10/03/2011	P.O. NO. 11-08-01	101.44.6000.451.40047	7,180.00
M & J SERVICES, LLC	114	10/03/2011	P.O. NO. 11-08-02	101.44.6000.451.40047	6,015.00
GREAT RIVER GREENING	1894	10/12/2011	9/21/11	101.44.6000.451.70501	1,360.00
MENARDS - WEST ST. PAUL	26793	10/05/2011	ACCOUNT 30170270	101.43.5200.443.60040	149.91
XCEL ENERGY	297493970	10/03/2011	389695972	101.43.5400.445.40020	38.58
XCEL ENERGY	297531200	10/03/2011	389726426	101.43.5400.445.40020	38.10
XCEL ENERGY	297545739	10/03/2011	389751277	101.43.5400.445.40020	378.07
TRACTOR SUPPLY CREDIT PLAN	49818	10/03/2011	9/21/11	101.44.6000.451.60012	10.66
ACE PAINT & HARDWARE	508784/5	10/03/2011	9/21/11	101.44.6000.451.60040	20.26
MTI DISTRIBUTING CO	814786-00	10/12/2011	9/21/11	101.44.6000.451.40047	235.61
SHEA, CATHY	9/21/11	09/30/2011	REIMBURSE-MNGFOA CONFERENCE	101.41.2000.415.50065	179.54
US POSTMASTER - IGH	9/21/11	10/17/2011	10/17/11	101.42.4200.423.50035	3.84
SHEA, CATHY	9/21/11	09/30/2011	REIMBURSE-MNGFOA CONFERENCE	101.41.2000.415.50075	15.34
WACONIA FARM SUPPLY	94926	10/12/2011	9/21/11	101.44.6000.451.60040	28.85
HANCE UTILITY SERVICES INC	18131	10/12/2011	9/22/11	101.44.6000.451.30700	351.00
XCEL ENERGY	297669465	10/03/2011	389896817	101.43.5400.445.40020	39.94
VIKING PAINTS, INC.	35063	10/12/2011	9/22/11	101.44.6000.451.60016	603.25
ACE PAINT & HARDWARE	508804/5	10/12/2011	9/22/11	101.44.6000.451.60016	8.00
FIRE EQUIPMENT SPECIALTIES, INC.	7233	09/28/2011	PROJECT 7026-S	101.42.4200.423.60040	118.32
WAL-MART BUSINESS	9/22/11	10/03/2011	002434	101.42.4000.421.60065	32.42
CENTURY LINK	9/22/11	10/12/2011	ACCOUNT 651 457 7674 999	101.44.6000.451.50020	41.54
WAL-MART BUSINESS	9/22/11	10/03/2011	004118	101.42.4000.421.60065	22.67
CENTURY LINK	9/22/11-2	10/12/2011	ACCOUNT 651 457 7671 869	101.44.6000.451.50020	41.54
MN LOCKS	101044863	10/12/2011	9/23/11	101.42.4200.423.40040	65.00
GERTENS	237332	10/12/2011	9/23/11	101.44.6000.451.60016	61.99
GERTENS	237339	10/12/2011	9/23/11	101.44.6000.451.60016	145.73
XCEL ENERGY	297718612	10/12/2011	197486962	101.44.6000.451.40010	26.72
JD INDUSTRIAL SUPPLY	9/23/11	10/17/2011	10/17/11 ELAN	101.42.4200.423.60065	32.72
SAM'S CLUB	9/23/11	10/12/2011	ACCOUNT 7715 0904 0133 4891	101.42.4200.423.60065	3,317.18
MIKE'S SHOE REPAIR, INC.	9222011	09/30/2011	9/23/11	101.42.4200.423.60045	39.00
MIKE'S SHOE REPAIR, INC.	9222011	09/30/2011	9/23/11	101.42.4200.423.40042	75.00
STERLING CODIFIERS	11422	10/19/2011	CUSTOMER IN0921	101.41.1100.413.30700	852.00
COLLINS ELECTRICAL CONST.	114780.01	10/05/2011	9/26/11	101.43.5400.445.40042	178.07
M & J SERVICES, LLC	119	10/12/2011	9/26/11	101.44.6000.451.40047	1,305.00
INVER GROVE FORD	9/26/11	10/12/2011	ACCOUNT 94917	101.42.4000.421.70300	266.88
M & J SERVICES, LLC	121	10/19/2011	8598 BREWSTER AVE	101.43.5200.443.40066	965.00
NATURE CALLS, INC.	15501	10/12/2011	9/27/11	101.44.6000.451.40065	187.44
GOODPOINTE TECHNOLOGY, INC.	2055	10/12/2011	9/27/11	101.44.6000.451.30700	2,250.00
XCEL ENERGY	298229529	10/13/2011	390541933	101.43.5400.445.40020	12.44
XCEL ENERGY	298229529	10/13/2011	390542373	101.43.5400.445.40020	79.97
XCEL ENERGY	298254205	10/13/2011	390556693	101.43.5400.445.40020	113.44
GOPHER BEARING	6330083	10/17/2011	10/17/11	101.42.4200.423.60065	30.09
CBE	1017940646	10/05/2011	ORDER SC08824329	101.45.3300.419.60018	330.43
ARAMARK UNIFORM SERVICES	629-7334803	10/05/2011	CUSTOMER 15353001	101.44.6000.451.60045	32.21
ARAMARK UNIFORM SERVICES	629-7334803	10/05/2011	CUSTOMER 15353001	101.43.5200.443.60045	10.70
TERRI KENISON	9	10/12/2011	STATEMENT #9	101.42.4200.423.30700	908.44
U OF M - CCE REGISTRATION	9/28/11	10/03/2011	AMERICAN PUBLIC WORKS ASSOC. C	101.43.5100.442.50080	590.00
BUDGET SANDBLASTING & PAINTING	9/28/11	10/12/2011	9/28/11	101.44.6000.451.40047	4,890.00
DAKOTA ELECTRIC ASSN	9/28/11-3	10/13/2011	ACCOUNT 461221-4	101.43.5200.443.40020	63.17
DAKOTA ELECTRIC ASSN	9/28/11-4	10/12/2011	ACCOUNT 246837-9	101.44.6000.451.40020	3,049.61
DAKOTA ELECTRIC ASSN	9/28/11-5	10/13/2011	ACCOUNT 426713-4	101.43.5200.443.40020	31.85
DAKOTA ELECTRIC ASSN	9/28/11-6	10/12/2011	ACCOUNT 250165-8	101.44.6000.451.40020	629.97
DAKOTA ELECTRIC ASSN	9/28/11-7	10/12/2011	ACCOUNT 393563-2	101.44.6000.451.40020	1,393.46
DAKOTA ELECTRIC ASSN	9/28/11-8	10/12/2011	ACCOUNT 443054-2	101.44.6000.451.40020	11.05
TITAN MACHINERY	91INV02	10/12/2011	REANTAL 9F00219	101.44.6000.451.60016	24.90
IGH FIRE RELIEF ASSN	18901A219052F1	10/05/2011	FIRE ST AID	101.42.4200.423.20500	124,167.00
CARLSON, ERIC	9/29/11	10/03/2011	REIMBURSE-MRPA	101.44.6000.451.50080	25.00

## Expense Approval Report

Payment Dates: 10/5/2011 - 10/19/2011

Vendor Name	Payable Number	Post Date	Item Description	Account Number	Amount
DAKOTA COUNTY TECHNICAL COLLEGE	9/29/11	10/05/2011	SEPTEMBER, 2011	101.42.4000.421.50080	225.00
BUREAU OF CRIMINAL APPREHENSION	00000034407	10/12/2011	CUSTOMER 00000012981	101.42.4000.421.40044	390.00
PRAIRIE RESTORATIONS, INC.	0018258	10/12/2011	9/30/11	101.44.6000.451.30700	2,800.00
LEXISNEXIS	1369635-20110930	10/13/2011	ACCOUNT 1369635	101.42.4000.421.50020	166.95
OPTUMHEALTH FINANCIAL SERVICES	149111	10/05/2011	CITY OF INVER	101.43.5100.442.30550	28.75
OPTUMHEALTH FINANCIAL SERVICES	149111	10/05/2011	CITY OF INVER	101.44.6000.451.30550	5.03
OPTUMHEALTH FINANCIAL SERVICES	149111	10/05/2011	CITY OF INVER	101.45.3000.419.30550	13.30
OPTUMHEALTH FINANCIAL SERVICES	149111	10/05/2011	CITY OF INVER	101.43.5000.441.30550	6.65
OPTUMHEALTH FINANCIAL SERVICES	149111	10/05/2011	CITY OF INVER	101.45.3300.419.30550	12.30
OPTUMHEALTH FINANCIAL SERVICES	149111	10/05/2011	CITY OF INVER	101.41.2000.415.30550	28.91
OPTUMHEALTH FINANCIAL SERVICES	149111	10/05/2011	CITY OF INVER	101.41.1100.413.30550	23.60
OPTUMHEALTH FINANCIAL SERVICES	149111	10/05/2011	CITY OF INVER	101.42.4000.421.30550	90.40
LEVANDER, GILLEN & MILLER P.A.	9/30/11	10/19/2011	100000 CRIMINAL-DUI	101.42.4000.421.30410	3,449.59
LEVANDER, GILLEN & MILLER P.A.	9/30/11	10/19/2011	300000 CRIMINAL-VIOLENT CRIME/F	101.42.4000.421.30410	3,452.45
S & T OFFICE PRODUCTS	9/30/11	10/12/2011	INSPECTIONS	101.45.3300.419.60040	141.69
LEVANDER, GILLEN & MILLER P.A.	9/30/11	10/19/2011	500000 CRIMINAL-MISC	101.42.4000.421.30410	902.30
LEVANDER, GILLEN & MILLER P.A.	9/30/11	10/19/2011	200000 CRIMINAL-TRAFFIC	101.42.4000.421.30410	2,637.28
KALDUNSKI, TOM	9/30/11	10/05/2011	REIMBURSE-FRANKLIN COVEY CO.	101.43.5100.442.60065	63.25
U OF M - CCE REGISTRATION	9/30/11	10/03/2011	REGISTRATION MN WATER RESOURC	101.43.5100.442.50080	620.00
LEVANDER, GILLEN & MILLER P.A.	9/30/11	10/19/2011	200001 DRIVING AFTER DIVERSION F	101.42.4000.421.30410	419.00
LEVANDER, GILLEN & MILLER P.A.	9/30/11	10/19/2011	400000 CRIMINAL-PROPERTY CRIME	101.42.4000.421.30410	2,764.67
LEVANDER, GILLEN & MILLER P.A.	9/30/11 81000E	10/19/2011	07117 ADAM FOURNELLE VEHICLE F	101.42.4000.421.30420	52.00
LEVANDER, GILLEN & MILLER P.A.	9/30/11 81000E	10/19/2011	10000 ENGINEERING	101.43.5100.442.30420	608.00
LEVANDER, GILLEN & MILLER P.A.	9/30/11 81000E	10/19/2011	05000 INSPECTIONS	101.45.3300.419.30420	59.92
LEVANDER, GILLEN & MILLER P.A.	9/30/11 81000E	10/19/2011	06000 PLANNING	101.45.3200.419.30420	2,833.20
LEVANDER, GILLEN & MILLER P.A.	9/30/11 81000E	10/19/2011	07118 BRADLEY WILZBACHER VEHIC	101.42.4000.421.30420	32.00
LEVANDER, GILLEN & MILLER P.A.	9/30/11 81000E	10/19/2011	13086 SHORT DANCE STUDIO	101.45.3200.419.30420	55.00
LEVANDER, GILLEN & MILLER P.A.	9/30/11 81000E	10/19/2011	07000 POLICE	101.42.4000.421.30420	12.00
LEVANDER, GILLEN & MILLER P.A.	9/30/11 81000E	10/19/2011	01000 MAYOR/COUNCIL	101.41.1000.413.30420	11,049.44
LEVANDER, GILLEN & MILLER P.A.	9/30/11 81000E	10/19/2011	01003 COUNCIL MEETINGS	101.41.1000.413.30401	120.00
LEVANDER, GILLEN & MILLER P.A.	9/30/11 81000E	10/19/2011	07122 DOMINGO & GUADALOPE M/	101.42.4000.421.30420	40.00
LEVANDER, GILLEN & MILLER P.A.	9/30/11 81000E	10/19/2011	11000 PARKS	101.44.6000.451.30420	1,933.96
LEVANDER, GILLEN & MILLER P.A.	9/30/11 81000E	10/19/2011	07121 ANN WEGMANN VEHICLE FOI	101.42.4000.421.30420	32.00
LEVANDER, GILLEN & MILLER P.A.	9/30/11 81000E	10/19/2011	07120 CLAIRE MATHENA VEHICLE FC	101.42.4000.421.30420	96.00
LEVANDER, GILLEN & MILLER P.A.	9/30/11 81000E	10/19/2011	07123 CHRISTOPHER LARSON VEHIC	101.42.4000.421.30420	40.00
LEVANDER, GILLEN & MILLER P.A.	9/30/11 81000E	10/19/2011	09000 PUBLIC WORKS	101.43.5000.441.30420	4,816.00
LEVANDER, GILLEN & MILLER P.A.	9/30/11 81000E	10/19/2011	07119 ERIC KUITUNEN VEHICLE FOR	101.42.4000.421.30420	32.00
CULLIGAN	9/30/11-3	10/13/2011	ACCOUNT 157-98459118-8	101.42.4200.423.40040	2,437.09
CULLIGAN	9/30/11-4	10/13/2011	ACCOUNT 157-98459100-6	101.42.4200.423.40040	3,028.68
TIMESAVER OFF SITE SECRETARIAL IN	M18645	10/13/2011	9/30/11	101.41.1100.413.30700	428.50
TOTAL CONSTRUCTION & EQUIP.	51491	10/12/2011	10/1/11	101.44.6000.451.40050	478.50
NFPA	5319795Y	10/19/2011	ID NUMBER 116140	101.42.4200.423.60006	1,679.24
WIEDERHOEFT, ADAM	10/2/11	10/12/2011	REIMBURSE-FOOD	101.42.4000.421.50075	59.74
MADSEN, BENNETT	10/2/11	10/12/2011	REIMBURSE-FOOD	101.42.4000.421.50075	64.21
DAKOTA CTY PROPERTY RECORDS	2603	10/13/2011	2010 COSTS FOR PAY 2011 TRUTH IN	101.41.2000.415.30700	2,696.45
ACE PAINT & HARDWARE	508907/5	10/12/2011	10/3/11	101.44.6000.451.60040	17.09
VACKER INC	795	10/12/2011	10/3/11	101.44.6000.451.60065	550.41
NPELRA	TEPPEN28222	10/03/2011	MEMBER ID 28222	101.41.1100.413.50070	150.00
RHEAUME, MELISSA	10/4/11	10/12/2011	REIMBURSE-RAINBOW	101.41.1100.413.50075	32.84
NATURE CALLS, INC.	15564	10/12/2011	10/4/11	101.44.6000.451.40065	609.69
XCEL ENERGY	299005228	10/19/2011	391434414	101.43.5400.445.40020	14.79
XCEL ENERGY	299005228	10/19/2011	391434403	101.43.5400.445.40020	38.70
XCEL ENERGY	299005228	10/19/2011	391434384	101.43.5400.445.40020	829.85
XCEL ENERGY	299005228	10/19/2011	391435532	101.43.5200.443.40020	87.96
XCEL ENERGY	299005228	10/19/2011	391433913	101.43.5400.445.40020	177.49
XCEL ENERGY	299005228	10/19/2011	391435482	101.43.5400.445.40020	156.70
XCEL ENERGY	299005228	10/19/2011	391433701	101.43.5400.445.40020	129.09
XCEL ENERGY	299005228	10/19/2011	391434359	101.43.5400.445.40020	92.44
XCEL ENERGY	299005228	10/19/2011	3913434500	101.43.5400.445.40020	18.55
XCEL ENERGY	299005228	10/19/2011	391434636	101.43.5400.445.40020	12.03

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Vendor Name	Payable Number	Post Date	Item Description	Account Number	Amount
XCEL ENERGY	299005228	10/19/2011	391433836	101.43.5400.445.40020	109.77
XCEL ENERGY	299005228	10/19/2011	391434336	101.43.5400.445.40020	7,090.84
XCEL ENERGY	299005228	10/19/2011	391434360	101.43.5400.445.40020	546.96
XCEL ENERGY	299005228	10/19/2011	391434434	101.43.5400.445.40020	852.48
XCEL ENERGY	299005228	10/19/2011	391434483	101.43.5400.445.40020	49.04
XCEL ENERGY	299005228	10/19/2011	391434481	101.43.5400.445.40020	10.79
XCEL ENERGY	299005228	10/19/2011	391434462	101.43.5400.445.40020	104.48
XCEL ENERGY	299030630	10/19/2011	391442750	101.42.4200.423.40020	609.43
XCEL ENERGY	299030630	10/19/2011	391441003	101.42.4200.423.40020	819.14
XCEL ENERGY	299030630	10/19/2011	391440966	101.42.4200.423.40020	2.99
XCEL ENERGY	299030630	10/19/2011	198272096	101.42.4200.423.40010	87.89
XCEL ENERGY	299030630	10/19/2011	391440981	101.42.4200.423.40020	19.55
XCEL ENERGY	299030630	10/19/2011	198271973	101.42.4200.423.40010	76.82
XCEL ENERGY	299032625	10/19/2011	391441680	101.43.5400.445.40020	45.16
XCEL ENERGY	299032625	10/19/2011	391441380	101.43.5400.445.40020	99.19
TOTAL CONSTRUCTION & EQUIP.	51503	10/19/2011	CUSTOMER CIT001	101.43.5400.445.40042	958.55
TOTAL CONSTRUCTION & EQUIP.	51504	10/19/2011	CUSTOMER NO. CIT001	101.43.5400.445.40042	136.91
GOVERNMENT FINANCE OFFICERS AS	10/5/11	10/19/2011	NOTICE 0149482S SUBSCRIBER ID 3C	101.41.2000.415.50070	215.00
FOX, KIM	10/5/11	10/19/2011	REIMBURSE-CUB	101.45.3000.419.60065	31.75
CITY OF SAINT PAUL	120320	10/19/2011	SEPTEMBER 2011	101.43.5200.443.60016	1,347.06
ARAMARK UNIFORM SERVICES	629-7339611	10/19/2011	CUSTOMER 15353001	101.44.6000.451.60045	26.08
ARAMARK UNIFORM SERVICES	629-7339611	10/19/2011	CUSTOMER 15353001	101.43.5200.443.60045	10.70
FIRE EQUIPMENT SPECIALTIES, INC.	7253	10/12/2011	PROJECT 7253-7508	101.42.4200.423.60045	104.74
DAKOTA CTY FINANCIAL SVCS	8498	10/19/2011	2011 THIRD QUARTER UTILITIES	101.43.5400.445.40020	537.72
CENTURY FENCE	9281C00	10/12/2011	10/5/11	101.44.6000.451.40047	2,462.00
DAKOTA ELECTRIC ASSN	10/6/11	10/19/2011	ACCOUNT 109394-7	101.43.5400.445.40020	1,156.33
MN CHIEFS OF POLICE ASSN	3126	10/12/2011	100 PERMITES TO ACQUIRE	101.42.4000.421.60045	58.73
TRACTOR SUPPLY CREDIT PLAN	51272	10/12/2011	10/6/11	101.44.6000.451.60040	110.30
ARM REGISTRATION OFFICE	10/7/11	10/12/2011	REGISTRATION-PETE HINDMAN	101.43.5100.442.50070	150.00
MIKE'S SHOE REPAIR, INC.	10062011	10/19/2011	10/7/11	101.42.4200.423.30700	32.00
VANDERHEYDEN LAW OFFICE, P.A.	INV0003468	10/07/2011	BRIAN HENDEL FILE #62-CV-08-1133	101.203.2031900	332.37
MINNESOTA DEPARTMENT OF HUMA	INV0003469	10/07/2011	RICK JACKSON FEIN/TAXPAYER ID: 4:	101.203.2032100	301.33
ICMA RETIREMENT TRUST - 457	INV0003470	10/07/2011	ICMA (AGE 49 & UNDER)	101.203.2031400	135.00
ICMA RETIREMENT TRUST - 457	INV0003471	10/07/2011	ICMA (AGE 49 & UNDER)	101.203.2031400	298.70
ICMA RETIREMENT TRUST - 457	INV0003472	10/07/2011	ICMA (AGE 49 & UNDER)	101.203.2031400	75.00
ICMA RETIREMENT TRUST - 457	INV0003473	10/07/2011	ICMA (AGE 49 & UNDER)	101.203.2031400	456.65
ICMA RETIREMENT TRUST - 457	INV0003474	10/07/2011	ICMA (AGE 49 & UNDER)	101.203.2031400	175.00
ICMA RETIREMENT TRUST - 457	INV0003475	10/07/2011	ICMA (AGE 49 & UNDER)	101.203.2031400	149.35
ICMA RETIREMENT TRUST - 457	INV0003476	10/07/2011	ICMA (AGE 49 & UNDER)	101.203.2031400	847.86
ICMA RETIREMENT TRUST - 457	INV0003477	10/07/2011	ICMA (AGE 49 & UNDER)	101.203.2031400	123.97
ICMA RETIREMENT TRUST - 457	INV0003478	10/07/2011	ICMA (AGE 49 & UNDER)	101.203.2031400	100.00
ICMA RETIREMENT TRUST - 457	INV0003479	10/07/2011	ICMA (AGE 49 & UNDER)	101.203.2031400	555.67
ICMA RETIREMENT TRUST - 457	INV0003480	10/07/2011	ICMA (AGE 49 & UNDER)	101.203.2031400	75.00
ICMA RETIREMENT TRUST - 457	INV0003481	10/07/2011	ICMA (AGE 49 & UNDER)	101.203.2031400	178.30
ICMA RETIREMENT TRUST - 457	INV0003482	10/07/2011	ICMA (AGE 49 & UNDER)	101.203.2031400	850.00
ICMA RETIREMENT TRUST - 457	INV0003483	10/07/2011	ICMA (AGE 49 & UNDER)	101.203.2031400	475.25
ICMA RETIREMENT TRUST - 457	INV0003484	10/07/2011	ICMA (AGE 49 & UNDER)	101.203.2031400	40.00
ICMA RETIREMENT TRUST - 457	INV0003485	10/07/2011	ICMA (AGE 49 & UNDER)	101.203.2031400	232.31
ICMA RETIREMENT TRUST - 457	INV0003486	10/07/2011	ICMA (AGE 49 & UNDER)	101.203.2031400	650.00
ICMA RETIREMENT TRUST - 457	INV0003487	10/07/2011	ICMA (AGE 49 & UNDER)	101.203.2031400	305.00
ICMA RETIREMENT TRUST - 457	INV0003488	10/07/2011	ICMA (AGE 49 & UNDER)	101.203.2031400	450.00
ICMA RETIREMENT TRUST - 457	INV0003489	10/07/2011	ICMA (AGE 49 & UNDER)	101.203.2031400	155.89
ICMA RETIREMENT TRUST - 457	INV0003490	10/07/2011	ICMA (AGE 49 & UNDER)	101.203.2031400	100.00
ICMA RETIREMENT TRUST - 457	INV0003491	10/07/2011	ICMA (AGE 49 & UNDER)	101.203.2031400	33.54
ICMA RETIREMENT TRUST - 457	INV0003492	10/07/2011	ICMA (AGE 49 & UNDER)	101.203.2031400	400.00
ICMA RETIREMENT TRUST - 457	INV0003493	10/07/2011	ICMA (AGE 50 & OVER)	101.203.2031400	178.42
ICMA RETIREMENT TRUST - 457	INV0003494	10/07/2011	ICMA (AGE 50 & OVER)	101.203.2031400	325.00
ICMA RETIREMENT TRUST - 457	INV0003495	10/07/2011	ICMA (AGE 50 & OVER)	101.203.2031400	92.92
ICMA RETIREMENT TRUST - 457	INV0003496	10/07/2011	ICMA (AGE 50 & OVER)	101.203.2031400	150.00
ICMA RETIREMENT TRUST - 457	INV0003497	10/07/2011	ICMA (AGE 50 & OVER)	101.203.2031400	220.36

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ICMA RETIREMENT TRUST - 457	INV0003498	10/07/2011	ICMA (AGE 50 & OVER)	101.203.2031400	50.00
ICMA RETIREMENT TRUST - 457	INV0003499	10/07/2011	ICMA (AGE 50 & OVER)	101.203.2031400	495.90
ICMA RETIREMENT TRUST - 457	INV0003500	10/07/2011	ICMA (AGE 50 & OVER)	101.203.2031400	872.63
ICMA RETIREMENT TRUST - 457	INV0003501	10/07/2011	ICMA (AGE 50 & OVER)	101.203.2031400	75.77
ICMA RETIREMENT TRUST - 457	INV0003502	10/07/2011	ICMA (AGE 50 & OVER)	101.203.2031400	4,706.29
ICMA RETIREMENT TRUST - 457	INV0003503	10/07/2011	ICMA (EMPLOYER SHARE ADMIN)	101.203.2031400	70.11
PERA	INV0003504	10/07/2011	EMPLOYER SHARE (EXTRA PERA)	101.203.2030600	2,421.65
UNIVERSITY NATIONAL BANK	INV0003505	10/07/2011	STEVE HER FILE #62-CV-07-3401	101.203.2031900	435.18
PERA	INV0003506	10/07/2011	EMPLOYER SHARE (PERA COORDINA	101.203.2030600	15,160.27
PERA	INV0003507	10/07/2011	PERA COORDINATED PLAN	101.203.2030600	15,152.83
PERA	INV0003508	10/07/2011	EMPLOYER SHARE (PERA DEFINED PI	101.203.2030600	44.23
PERA	INV0003509	10/07/2011	PERA DEFINED PLAN	101.203.2030600	44.23
PERA	INV0003510	10/07/2011	EMPLOYER SHARE (POLICE & FIRE PL	101.203.2030600	14,842.03
PERA	INV0003511	10/07/2011	PERA POLICE & FIRE PLAN	101.203.2030600	9,894.71
ICMA RETIREMENT TRUST - 457	INV0003512	10/07/2011	ROTH IRA (AGE 49 & UNDER)	101.203.2032400	432.70
ICMA RETIREMENT TRUST - 457	INV0003513	10/07/2011	ROTH IRA (AGE 50 & OVER)	101.203.2032400	192.31
OPTUMHEALTH FINANCIAL SERVICES	INV0003514	10/07/2011	HSA ELECTION-SINGLE	101.203.2032500	2,037.31
OPTUMHEALTH FINANCIAL SERVICES	INV0003515	10/07/2011	HSA ELECTION-FAMILY	101.203.2032500	2,864.46
AFSCME COUNCIL 5	INV0003516	10/07/2011	UNION DUES (AFSCME FAIR SHARE)	101.203.2031000	45.87
AFSCME COUNCIL 5	INV0003517	10/07/2011	UNION DUES (AFSCME FULL SHARE)	101.203.2031000	785.60
AFSCME COUNCIL 5	INV0003518	10/07/2011	UNION DUES (AFSCME FULL SHARE-I	101.203.2031000	44.19
IUOE	INV0003519	10/07/2011	UNION DUES IUOE	101.203.2031000	1,446.95
LELS	INV0003520	10/07/2011	UNION DUES (LELS)	101.203.2031000	1,080.00
LELS SERGEANTS	INV0003521	10/07/2011	UNION DUES (LELS SGT)	101.203.2031000	210.00
UNITED WAY	INV0003522	10/07/2011	UNITED WAY	101.203.2031300	230.00
EFTPS	INV0003523	10/07/2011	FEDERAL WITHHOLDING	101.203.2030200	39,406.46
MN DEPT OF REVENUE	INV0003524	10/07/2011	STATE WITHHOLDING	101.203.2030300	16,099.26
EFTPS	INV0003525	10/07/2011	MEDICARE WITHHOLDING	101.203.2030500	10,435.52
EFTPS	INV0003526	10/07/2011	SOCIAL SECURITY WITHHOLDING	101.203.2030400	27,297.92
ZOYA, KENT	10/9/11	10/19/2011	REIMBURSE-TARGET AND WALMART	101.42.4200.423.60065	83.89
TURITTO'S PIZZA	10/10/11	10/13/2011	COUNCIL WORK SESSION	101.41.1000.413.50075	70.64
BUDGET SANDBLASTING & PAINTING	10/10/11	10/12/2011	10/10/11	101.44.6000.451.60066	261.00
CRAWFORD DOOR SALES COMPANY	3916	10/19/2011	CUSTOMER 4373	101.42.4200.423.40040	1,340.16
POSTMASTER	10/15/11	10/19/2011	PERMIT #4331	101.41.1100.413.50032	2,039.83
THILL, JUDY	10/16/11	10/19/2011	REIMBURSE-SUPPLIES YELLOW RIBB	101.42.4200.423.60006	168.00
METROPOLITAN COUNCIL ENVIRON SI	9/11-2	10/17/2011	SEPTEMBER 2011 SAC	101.41.0000.3414000	(379.10)
ULI MINNESOTA	11/15/11	10/12/2011	ULI MN 6TH ANNUAL ECONOMIC OL	101.45.3000.419.50080	80.00
<b>Fund 101 - GENERAL FUND Total:</b>					<b>446,617.75</b>

**Fund: 201 - C.V.B. FUND**

RIVER HEIGHTS CHAMBER OF COMME	1728	10/03/2011	SERVICES FOR SEPTEMBER 2011	201.44.1600.465.40065	200.00
RIVER HEIGHTS CHAMBER OF COMME	1728	10/03/2011	SERVICES FOR SEPTEMBER 2011	201.44.1600.465.30700	1,592.50
SEA LIFE MINNESOTA LLC	CC042511018	10/19/2011	10/3/11	201.44.1600.465.50025	575.00
RIVER HEIGHTS CHAMBER OF COMME	1742	10/19/2011	7/7/11 - 9/5/11	201.44.1600.465.50035	5.01
RIVER HEIGHTS CHAMBER OF COMME	1742	10/19/2011	7/7/11 - 9/5/11	201.44.1600.465.40065	107.28
APPLEBEE'S	10/14/11	10/19/2011	5 APPLEBEE'S GIFT CARDS @ \$25/EA	201.44.1600.465.50025	125.00
<b>Fund 201 - C.V.B. FUND Total:</b>					<b>2,604.79</b>

**Fund: 204 - RECREATION FUND**

ROBERT BEALKE INDUSTRIES	7/18/11	10/12/2011	OCT 14TH BLACKLIGHT DODGEBALL	204.44.6100.452.30700	300.00
IDYLWOOD FARMS	7/20 & 8/8	10/12/2011	26 TOTAL RIDERS	204.44.6100.452.30700	4,220.00
AMERICAN SOCCER COMPANY, INC.	6111559	10/12/2011	ORDER 1102729 SO	204.44.6100.452.60045	1,318.15
MCDONALD'S	9/8/11	10/17/2011	10/17/11 ELAN	204.44.6100.452.60009	45.00
MN RECREATION AND PARK ASSOCIA	7132	10/03/2011	9/15/11	204.44.6100.452.50080	1,155.00
SPRINT	302193319-118	10/03/2011	ACCOUNT 032	204.44.6100.452.50020	90.56
ACE PAINT & HARDWARE	508738/5	10/03/2011	9/16/11	204.44.6100.452.60009	16.01
SPORTS AUTHORITY #708	9/17/11	10/17/2011	10/17/11	204.44.6100.452.60009	112.47
PRIZEWHEEL.COM	JO-2347-0472-3831 B	10/17/2011	10/17/11	204.44.6100.452.60009	98.48
MAYER ARTS INC	9/23/11	10/03/2011	WISH UPON A BALLET/TANGLED MU	204.44.6100.452.30700	378.00
MAYER ARTS INC	9/23/11	10/03/2011	WISH UPON A BALLET/TANGLED MU	204.44.6100.452.30700	688.00
SAM'S CLUB	REC 9/23/11	10/03/2011	5935	204.44.6100.452.60009	64.94
SAM'S CLUB	REC 9/23/11	10/03/2011	6316	204.44.6100.452.60009	42.79

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Vendor Name	Payable Number	Post Date	Item Description	Account Number	Amount
SAM'S CLUB	REC 9/23/11	10/03/2011	7380	204.44.6100.452.60009	10.63
SOUTH ST PAUL UMPIRES ASSOC	9/27/11	10/03/2011	FINAL FALL BILLING	204.44.6100.452.30700	810.00
TWIN CITIES INFLATABLES, INC.	1246	10/12/2011	9/29/11	204.44.6100.452.40065	198.18
OPTUMHEALTH FINANCIAL SERVICES	149111	10/05/2011	CITY OF INVER	204.44.6100.452.30550	13.09
ZERO GRAVITY ENTERTAINMENT	334	10/19/2011	FRIDAY OCTOBER 28, 2011	204.44.0000.3470000	300.00
MRPA	9/30/11	10/05/2011	CONCUSSION LAW ROUNDTABLE	204.44.6100.452.50080	10.00
GL SPORTS (GLS)	94246322	10/19/2011	CUSTOMER 2024297	204.44.6100.452.60009	80.00
GL SPORTS (GLS)	94246322	10/19/2011	CUSTOMER 2024297	204.44.6100.452.60009	83.05
IGH SENIOR CENTER	10/5/11	10/12/2011	SENIOR CLUB MEMBERSHIPS SEPT. 2	204.227.2271000	32.00
COMMUNITY EDUCATION	10/5/11	10/12/2011	SENIOR TRIP TEMPEALEAU TRAIL	204.227.2271000	834.00
DOWNER, BURKE	10/6/11	10/12/2011	FALL 2011 ADULT SOFTBALL CONDU	204.228.2280100	50.00
AMERICAN SOCCER COMPANY, INC.	6124052	10/12/2011	ACCT 467997	204.44.6100.452.60045	(354.00)
<b>Fund 204 - RECREATION FUND Total:</b>					<b>10,596.35</b>

## Fund: 205 - COMMUNITY CENTER

LEMKE, LINDA	1022011	10/03/2011	NORDIC WALKING INTRO	205.44.6200.453.30700	50.00
ACE PAINT & HARDWARE	507765/5	10/19/2011	7/11/11	205.44.6200.453.60012	9.33
ACE PAINT & HARDWARE	507765/5	10/19/2011	7/11/11	205.44.6200.453.60012	9.32
ACE PAINT & HARDWARE	507857/5	10/19/2011	7/16/11	205.44.6200.453.60012	9.73
ACE PAINT & HARDWARE	507857/5	10/19/2011	7/16/11	205.44.6200.453.60012	9.72
VISUAL COMMUNICATIONS	9871	10/05/2011	JOB 110103E	205.44.6200.453.30700	540.00
SAFESTEP PRODUCTS, LLC.	61329-2	10/03/2011	TAX WAS NOT PAID	205.44.6200.453.40040	142.00
SAM'S CLUB	VMCC 9/23/11	10/03/2011	5851	205.44.6200.453.76100	19.24
SAM'S CLUB	VMCC 9/23/11	10/03/2011	830	205.44.6200.453.60065	41.23
SAM'S CLUB	VMCC 9/23/11	10/03/2011	5851	205.44.6200.453.76050	39.96
SAM'S CLUB	VMCC 9/23/11	10/03/2011	4523	205.44.6200.453.60065	34.28
SAM'S CLUB	VMCC 9/23/11	10/03/2011	5851	205.44.6200.453.60065	9.62
SAM'S CLUB	VMCC 9/23/11	10/03/2011	7799	205.44.6200.453.60065	3.58
SAM'S CLUB	VMCC 9/23/11	10/03/2011	2964	205.44.6200.453.60065	33.71
SAM'S CLUB	VMCC 9/23/11	10/03/2011	3991	205.44.6200.453.76050	19.98
SAM'S CLUB	VMCC 9/23/11	10/03/2011	7799	205.44.6200.453.60040	74.78
GRAINGER	9618981352	10/03/2011	ACCOUNT 806460150	205.44.6200.453.60016	23.18
GRAINGER	9619239735	10/03/2011	ACCOUNT 806460150	205.44.6200.453.60016	46.94
GRAINGER	9619239743	10/03/2011	ACCOUNT 806460150	205.44.6200.453.60016	10.00
GRAINGER	9619536809	10/03/2011	ACCOUNT 806460150	205.44.6200.453.60016	77.61
GRAINGER	9619914469	10/03/2011	ACCOUNT 806460150	205.44.6200.453.60016	10.45
GRAINGER	9619914469	10/03/2011	ACCOUNT 806460150	205.44.6200.453.60016	10.46
GRAINGER	9623675916	10/19/2011	ACCOUNT 806460150	205.44.6200.453.40040	40.46
OLSEN FIRE PROTECTION, INC	53765	10/03/2011	ACCOUNT 0914844	205.44.6200.453.40040	532.00
GRAINGER	9624807526	10/19/2011	ACCOUNT 806460150	205.44.6200.453.40040	202.26
GRAINGER	9625091690	10/19/2011	ACCOUNT 806460150	205.44.6200.453.40040	161.81
GRAINGER	9625091708	10/19/2011	ACCOUNT 806460150	205.44.6200.453.40040	809.05
BUILDING MATERIAL SUPPLY, INC.	29677	10/05/2011	9/1/11	205.44.6200.453.80200	600.00
TOYS R US	9/1/11	10/17/2011	10/17/11 ELAN	205.44.6200.453.60065	69.69
TOYS R US	9/1/11-2	10/17/2011	10/17/11	205.44.6200.453.60065	66.39
PIONEER PRESS	091141398	10/19/2011	ACCOUNT 414398	205.44.6200.453.50025	591.40
APEC	117131	10/03/2011	9/6/11	205.44.6200.453.60016	399.39
ROACH, RICK	9/7/11	10/05/2011	REIMBURSE-MILEAGE	205.44.6200.453.50065	35.52
GLEWWE DOORS	157327A	10/03/2011	PROJECT INV001-WO	205.44.6200.453.40040	149.00
GLEWWE DOORS	157327A	10/03/2011	PROJECT INV001-WO	205.44.6200.453.40040	149.00
BIEBERT, CLAUDIA	9/13/11	10/12/2011	REIMBURSE-AMERICAN RED CROSS	205.44.6200.453.50070	40.00
GARCIA, LAURA	9/13/11	10/12/2011	REIMBURSE-DRAGON DOOR PUBLIC	205.44.6200.453.60040	298.49
MN RECREATION AND PARK ASSOCIA	7119	10/03/2011	9/15/11	205.44.6200.453.50080	125.00
MN RECREATION AND PARK ASSOCIA	7132	10/03/2011	9/15/11	205.44.6200.453.50080	165.00
SHERWIN-WILLIAMS	1791-2	10/19/2011	ACCOUNT 6682-5453-5	205.44.6200.453.60016	44.51
KRECH IRON WORKS	5400	10/03/2011	9/16/11	205.44.6200.453.40040	155.00
GRAINGER	9637879694	10/19/2011	ACCOUNT 806460150	205.44.6200.453.40040	191.80
PRIZEWHEEL.COM	JO-2347-0472-3831	10/17/2011	10/17/11 ELAN	205.44.6200.453.60065	98.48
ROGERS MASONRY	9/21/11	10/03/2011	9/21/11	205.44.6200.453.40040	1,150.00
GRAINGER	9641149548	10/19/2011	ACCOUNT 806460150	205.44.6200.453.60016	81.24
PUSH PEDAL PULL	5003976-IN	10/12/2011	CUSTOMER NUMBER 3603615	205.44.6200.453.40042	57.56

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Vendor Name	Payable Number	Post Date	Item Description	Account Number	Amount
ST CROIX TREE SERVICE	67702	10/12/2011	9/22/11	205.44.6200.453.30700	384.75
W W GOETSCH ASSOC INC	85713	10/12/2011	9/22/11	205.44.6200.453.40040	5,555.91
SURVEY MONKEY.COM LLC	18906243	10/03/2011	ANNUAL SUBSCRIPTION 10/23/11-11	205.44.6200.453.50070	200.00
JOHNSTONE SUPPLY	380113	10/12/2011	ORDER NUMBER 01-380113-001	205.44.6200.453.40040	754.09
NAC MECHANICAL & ELECTRICAL SERV	76436	10/03/2011	WORK ORDER ID 151074	205.44.6200.453.40040	1,316.75
NAC MECHANICAL & ELECTRICAL SERV	76452	10/03/2011	JOB ID 8712-1	205.44.6200.453.40040	446.00
CUB FOODS	9/23/11	10/17/2011	10/17/11	205.44.6200.453.50080	8.51
SAM'S CLUB	REC 9/23/11	10/03/2011	7380	205.44.6200.453.60065	53.16
SAM'S CLUB	REC 9/23/11	10/03/2011	8622	205.44.6200.453.60065	13.80
SAM'S CLUB	REC 9/23/11	10/03/2011	4966	205.44.6200.453.60065	12.08
SAM'S CLUB	REC 9/23/11	10/03/2011	7380	205.44.6200.453.60065	6.08
SAM'S CLUB	VMCC 9/23/11-2	09/23/2011	2497	205.44.6200.453.60065	(29.76)
SAM'S CLUB	VMCC 9/23/11-2	09/23/2011	151	205.44.6200.453.40042	(48.07)
ACE PAINT & HARDWARE	508820/5	10/03/2011	9/24/11	205.44.6200.453.60012	5.64
ACE PAINT & HARDWARE	508820/5	10/03/2011	9/24/11	205.44.6200.453.60012	5.64
HAWKINS, INC.	3267121 RI	10/12/2011	ORDER NUMBER 1515323 SL	205.44.6200.453.60024	2,335.36
FERRELLGAS	5000460237	10/12/2011	ACCOUNT 7757735	205.44.6200.453.60021	188.63
ABRAHAMSON, TAMMY	9/27/11	10/05/2011	REIMBURSE-BATTERIES PLUS	205.44.6200.453.40042	42.83
NUSTEP	99317	10/12/2011	CUSTOMER NO. 54825	205.44.6200.453.40042	20.95
TWIN CITIES CAT FANCIERS	2397-1	10/03/2011	DAMAGE DEPOSIT REIMBURSEMENT	205.44.0000.3492500	500.00
PREMIER ELECTRICAL CORPORATION	54024	10/03/2011	9/28/11	205.44.6200.453.40040	537.00
OLD WORLD PIZZA	9/28/11	10/03/2011	ORD NO 130	205.44.6200.453.76050	37.14
OLD WORLD PIZZA	9/28/11	10/03/2011	ORD NO 160	205.44.6200.453.60065	96.70
OLD WORLD PIZZA	9/28/11	10/03/2011	ORD NO 145	205.44.6200.453.60065	74.28
GRAINGER	9646751231	10/19/2011	ACCOUNT 806460150	205.44.6200.453.40040	323.55
HUEBSCH SERVICES	2772692	10/12/2011	ACCOUNT 92965	205.44.6200.453.40040	106.11
HARRIS COMPANIES	60480 1	10/12/2011	JOB 70794	205.44.6200.453.40040	3,298.00
OPTUMHEALTH FINANCIAL SERVICES	149111	10/05/2011	CITY OF INVER	205.44.6200.453.30550	5.65
OPTUMHEALTH FINANCIAL SERVICES	149111	10/05/2011	CITY OF INVER	205.44.6200.453.30550	28.23
OPTUMHEALTH FINANCIAL SERVICES	149111	10/05/2011	CITY OF INVER	205.44.6200.453.30550	5.65
OPTUMHEALTH FINANCIAL SERVICES	149111	10/05/2011	CITY OF INVER	205.44.6200.453.30550	5.65
SPRUNG SERVICES	60425	10/12/2011	9/30/11	205.44.6200.453.40040	630.50
NAC MECHANICAL & ELECTRICAL SERV	76631	10/12/2011	WORK ORDER ID 151053	205.44.6200.453.40040	1,210.41
CULLIGAN	9/30/11	10/12/2011	ACCOUNT 157-01143890-8	205.44.6200.453.60016	166.90
CULLIGAN	9/30/11	10/12/2011	ACCOUNT 157-01143890-8	205.44.6200.453.60016	667.60
METRO GROUP INC, THE	PI 300264	10/12/2011	CUSTOMER I.D. NO. INV330-00	205.44.6200.453.60016	1,766.00
SESAC	10/1/11	10/19/2011	4TH QUARTER 2011 DUES	205.44.6200.453.50070	147.75
STERICYCLE INC	4002840072	10/03/2011	CUSTOMER NUMBER 2003272	205.44.6200.453.40025	398.94
COMCAST	10/2/11	10/19/2011	ACCOUNT 8772 10 591 0277033	205.44.6200.453.50070	74.95
VANCO SERVICES LLC	00004790067	10/12/2011	SEPTEMBER 2011	205.44.6200.453.70600	70.50
RIVER HEIGHTS CHAMBER OF COMME	1734	10/12/2011	FULL SET OF MAILING LABELS	205.44.6200.453.50030	45.00
XCEL ENERGY	298857623	10/19/2011	198174585	205.44.6200.453.40010	2,466.25
XCEL ENERGY	298857623	10/19/2011	391251312	205.44.6200.453.40020	10,720.73
XCEL ENERGY	298857623	10/19/2011	391250906	205.44.6200.453.40020	10,998.23
XCEL ENERGY	298857623	10/19/2011	198175084	205.44.6200.453.40010	1,764.89
TAHO SPORTSWEAR	11TF1880	10/19/2011	10/4/11	205.44.6200.453.60045	422.45
TOTAL CONSTRUCTION & EQUIP.	51505	10/19/2011	CUSTOMER CIT001	205.44.6200.453.40040	1,810.00
GRAINGER	9652993487	10/19/2011	ACCOUNT 806460150	205.44.6200.453.60016	36.23
GRAINGER	9653437658	10/19/2011	ACCOUNT 806460150	205.44.6200.453.60016	82.21
GRAINGER	9653437658	10/19/2011	ACCOUNT 806460150	205.44.6200.453.60016	82.22
JOHNSON, ROBERT	10/6/11	10/12/2011	CANCELLATION DUE TO LOW ENROL	205.44.0000.3493501	54.00
MN HOCKEY DISTRICT 8	10/7/11	10/19/2011	ADVERTISING	205.44.6200.453.50025	115.00
MAGNUM POOL AND SPA SERVICE	14366	10/19/2011	10/7/11	205.44.6200.453.40040	173.84
PREMIER ELECTRICAL CORPORATION	54099	10/19/2011	JOB 71054	205.44.6200.453.40040	432.00
ZUMBA FITNESS	10/8/11	10/19/2011	PARTY IN PINK	205.44.6200.453.60065	511.00
ACE PAINT & HARDWARE	508980/5	10/19/2011	10/8/11	205.44.6200.453.60016	6.19
RICE SOUND & SERVICE INC	04-2085	10/19/2011	10/10/11	205.44.6200.453.60065	100.00
HILLYARD INC	6939322	10/19/2011	PURCHASE ORDER SHOWER SHAMP	205.44.6200.453.60011	259.37
PETTY CASH - ATM	10/11/11	10/12/2011	JUL - SEPT 2011 BANK FEE REIMBUR	205.44.6200.453.70440	15.55
COLLETTE, LARRY	10/11/11	10/19/2011	CLASS CANCELLATION REFUND	205.44.0000.3493501	29.00

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ZUMBA FITNESS	10/12/11	10/17/2011	10/17/11 ELAN	205.44.6200.453.50070	30.00
MCGLAUCHLEN, LAURA	10/12/11	10/19/2011	CLASS CANCELLATION REFUND	205.44.0000.3493501	39.00
HOME DEPOT	9/4/11	10/17/2011	10/17/11 ELAN	205.44.6200.453.60065	(26.73)
GRAINGER	9637879710	10/17/2011	ACCOUNT 806460150	205.44.6200.453.40040	(151.01)
GRAINGER	9637879728	10/17/2011	ACCOUNT 806460150	205.44.6200.453.60016	(45.83)
<b>Fund 205 - COMMUNITY CENTER Total:</b>					<b>58,831.62</b>
<b>Fund: 404 - SEWER CONNECTION FUND</b>					
METROPOLITAN COUNCIL ENVIRON SI	9/11	10/19/2011	SEPTEMBER 2011 SAC	404.217.2170000	37,910.00
<b>Fund 404 - SEWER CONNECTION FUND Total:</b>					<b>37,910.00</b>
<b>Fund: 420 - 2000 IMPROVEMENT FUND</b>					
SRF CONSULTING GROUP, INC	07255.00-11	09/30/2011	TH 52 / 117TH AVE COST ALLOCATIC	420.72.5900.720.30300	292.50
<b>Fund 420 - 2000 IMPROVEMENT FUND Total:</b>					<b>292.50</b>
<b>Fund: 423 - 2003 IMPROVEMENT FUND</b>					
LEVANDER, GILLEN & MILLER P.A.	9/30/11 81000E	10/19/2011	09012 SOUTHERN SEWER WEST SEG	423.72.5900.723.30420	337.50
<b>Fund 423 - 2003 IMPROVEMENT FUND Total:</b>					<b>337.50</b>
<b>Fund: 425 - 2005 IMPROVEMENT FUND</b>					
GREAT RIVER GREENING	1894	10/12/2011	9/21/11	425.72.5900.725.80100	1,040.00
LEVANDER, GILLEN & MILLER P.A.	9/30/11 81000E	10/19/2011	09039 IMPROVEMENT HERITAGE PA	425.72.5900.725.30420	204.50
<b>Fund 425 - 2005 IMPROVEMENT FUND Total:</b>					<b>1,244.50</b>
<b>Fund: 428 - 2008 IMPROVEMENT FUND</b>					
INSPEC INC	211862-6	10/03/2011	AUGUST 1, 2011 THROUGH AUGUST	428.72.5900.728.70600	481.70
INSPEC INC	211887-5	10/03/2011	AUGUST 1, 2011 THROUGH AUGUST	428.72.5900.728.70600	404.00
APPLIED ECOLOGICAL SERVICES, INC.	23040	09/28/2011	PROJECT 09-0647 BOHRER POND SH	428.72.5900.728.70500	233.28
LEVANDER, GILLEN & MILLER P.A.	9/30/11 81000E	10/19/2011	09017 RAVINE PONDS	428.72.5900.728.30420	554.30
<b>Fund 428 - 2008 IMPROVEMENT FUND Total:</b>					<b>1,673.28</b>
<b>Fund: 429 - 2009 IMPROVEMENT FUND</b>					
LEVANDER, GILLEN & MILLER P.A.	9/30/11 81000E	10/19/2011	09031 BRIDGE ROCK ISLAND SWING	429.72.5900.729.30420	8.50
<b>Fund 429 - 2009 IMPROVEMENT FUND Total:</b>					<b>8.50</b>
<b>Fund: 431 - 2011 IMPROVEMENT FUND</b>					
LEVANDER, GILLEN & MILLER P.A.	9/30/11 81000E	10/19/2011	09041 66TH STREET IMPROVEMENT:	431.73.5900.731.30420	1,982.60
PARTNERS & SIRNY ARCHITECTS	5	10/19/2011	PROJECT 1115.00	431.73.5900.731.30200	3,937.50
<b>Fund 431 - 2011 IMPROVEMENT FUND Total:</b>					<b>5,920.10</b>
<b>Fund: 440 - PAVEMENT MANAGEMENT PROJ</b>					
GOODPOINTE TECHNOLOGY, INC.	2042	09/28/2011	2011 PCI SURVEY	440.74.5900.740.30700	1,233.75
SRF CONSULTING GROUP, INC	07514.00-2	09/30/2011	CITY PROJECT NO. 2010-09F	440.74.5900.740.30300	2,487.50
S. M. HENTGES & SONS, INC.	PAY VO. NO. 4	10/19/2011	PROJECT NO. 2011-09D-SOUTH GRO	440.74.5900.740.80300	447,037.12
ACE BLACKTOP, INC.	PAY VOUCHER NO.1	10/05/2011	CITY PROJECT NO. 2011-09F 65TH ST	440.74.5900.740.80300	68,338.58
ACE BLACKTOP, INC.	PAY VOUCHER NO.3	10/05/2011	CITY PROJECT NO. 2010-09I	440.74.5900.740.80300	111,345.11
ACE BLACKTOP, INC.	PAY VO. NO. 2	10/19/2011	PROJECT NO. 2011-09F-65TH STREET	440.74.5900.740.80300	3,793.77
<b>Fund 440 - PAVEMENT MANAGEMENT PROJ Total:</b>					<b>634,235.83</b>
<b>Fund: 443 - TREE PRESERVATION FUND</b>					
ST CROIX TREE SERVICE	67671	10/12/2011	9/20/11	443.74.5900.743.60016	1,806.19
<b>Fund 443 - TREE PRESERVATION FUND Total:</b>					<b>1,806.19</b>
<b>Fund: 446 - NW AREA</b>					
BOLTON & MENK, INC.	0142136	09/28/2011	PROJECT NO: T16.021855	446.74.5900.746.30300	1,815.00
WSB & ASSOCIATES, INC.	12-2	10/05/2011	PROJECT 01943-000	446.74.5900.746.30700	192.00
LEVANDER, GILLEN & MILLER P.A.	9/30/11 81000E	10/19/2011	09006 NORTHWEST AREA EASEMEN	446.74.5900.746.30420	270.00
<b>Fund 446 - NW AREA Total:</b>					<b>2,277.00</b>
<b>Fund: 451 - HOST COMMUNITY FUND</b>					
PINE BEND PAVING, INC.	4077	10/12/2011	INVERWOOD CART PATHS	451.75.5900.751.80300	82,208.80
<b>Fund 451 - HOST COMMUNITY FUND Total:</b>					<b>82,208.80</b>
<b>Fund: 453 - SE QUADRANT TIF DIST 4-1</b>					
EHLERS AND ASSOCIATES, INC.	343580	10/19/2011	FINE PAYGO NOTE EXTENSION CALC	453.57.9000.570.30150	190.00
<b>Fund 453 - SE QUADRANT TIF DIST 4-1 Total:</b>					<b>190.00</b>
<b>Fund: 501 - WATER UTILITY FUND</b>					
A.H. BENNETT COMPANY	S4652765.001	09/07/2011	CUSTOMER NUMBER 156868	501.50.7100.512.40040	105.76

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VALLEY-RICH CO, INC	17086	10/05/2011	JOB R11652	501.50.7100.512.40046	3,068.40
TOTAL CONSTRUCTION & EQUIP.	51176	10/05/2011	CUSTOMER CIT001	501.50.7100.512.40040	92.87
WATER CONSERVATION SERVICES INC	2745	10/05/2011	2011 WATERMAIN LEAK SURVEY	501.50.7100.512.30700	3,700.00
HAWKINS, INC.	3266705 RI	10/05/2011	ORDER 1509514 SO	501.50.7100.512.60019	570.31
GERTENS	237658	10/05/2011	ORDER 985624	501.50.7100.512.60016	24.03
ACE PAINT & HARDWARE	508863/5	10/05/2011	9/28/11	501.50.7100.512.60016	21.38
DAKOTA ELECTRIC ASSN	9/28/11-2	10/12/2011	ACCOUNT 214831-0	501.50.7100.512.40020	11.14
ACE PAINT & HARDWARE	508883/5	10/05/2011	9/29/11	501.50.7100.512.60016	10.10
ACE PAINT & HARDWARE	508892/5	10/05/2011	9/29/11	501.50.7100.512.60016	18.68
MN PIPE & EQUIPMENT	0274790	10/12/2011	9/30/11	501.50.7100.512.60016	894.99
OPTUMHEALTH FINANCIAL SERVICES	149111	10/05/2011	CITY OF INVER	501.50.7100.512.30550	21.36
DESIGN FLAGS & FLAGPOLES	7192	10/12/2011	9/30/11	501.50.7100.512.60016	161.55
ACE BLACKTOP, INC.	10136	10/12/2011	64TH STREET & BOWMAN CIRCLE	501.50.7100.512.40046	694.97
CITY OF BLOOMINGTON	10/3/11	10/12/2011	PERIOD 9/1/11 TO 9/30/11	501.50.7100.512.30700	400.00
GOPHER STATE ONE-CALL	19058	10/19/2011	ACCOUNT 3213001	501.50.7100.512.30700	632.40
XCEL ENERGY	299025087	10/19/2011	391447611	501.50.7100.512.40020	3,037.74
XCEL ENERGY	299025087	10/19/2011	391446814	501.50.7100.512.40020	3,963.88
XCEL ENERGY	299025087	10/19/2011	198276792	501.50.7100.512.40010	26.72
XCEL ENERGY	299025087	10/19/2011	391446842	501.50.7100.512.40020	128.36
XCEL ENERGY	299025087	10/19/2011	391446536	501.50.7100.512.40020	67.86
XCEL ENERGY	299025087	10/19/2011	391448102	501.50.7100.512.40020	3,561.51
XCEL ENERGY	299025087	10/19/2011	198274800	501.50.7100.512.40010	26.72
XCEL ENERGY	299025087	10/19/2011	198274820	501.50.7100.512.40010	26.78
XCEL ENERGY	299025087	10/19/2011	391445661	501.50.7100.512.40020	4,268.36
XCEL ENERGY	299025087	10/19/2011	391448291	501.50.7100.512.40020	46.21
XCEL ENERGY	299025087	10/19/2011	391448036	501.50.7100.512.40020	7,077.34
XCEL ENERGY	299025087	10/19/2011	198275760	501.50.7100.512.40010	26.78
XCEL ENERGY	299025087	10/19/2011	391447205	501.50.7100.512.40020	19.49
XCEL ENERGY	299025087	10/19/2011	198274272	501.50.7100.512.40010	26.72
XCEL ENERGY	299025087	10/19/2011	198274637	501.50.7100.512.40010	26.78
XCEL ENERGY	299025087	10/19/2011	198274865	501.50.7100.512.40010	26.78
XCEL ENERGY	299025087	10/19/2011	198274744	501.50.7100.512.40010	451.52
XCEL ENERGY	299025087	10/19/2011	198274904	501.50.7100.512.40010	26.72
XCEL ENERGY	299025087	10/19/2011	391448139	501.50.7100.512.40020	86.15
XCEL ENERGY	299025087	10/19/2011	391447651	501.50.7100.512.40020	3,883.06
XCEL ENERGY	299025087	10/19/2011	391447879	501.50.7100.512.40020	302.03
AUTOMATIC SYSTEMS CO	21875 S	10/19/2011	ORDER 40123S	501.50.7100.512.40042	3,437.10
AUTOMATIC SYSTEMS CO	21905 S	10/19/2011	ORDER 38671S	501.50.7100.512.40042	10,424.59
AUTOMATIC SYSTEMS CO	21917 s	10/19/2011	SERVICE 9/19/11	501.50.7100.512.40042	952.30
JRK SEED & TURF SUPPLY	2462	10/12/2011	10/7/11	501.50.7100.512.60016	106.88
<b>Fund 501 - WATER UTILITY FUND Total:</b>					<b>52,456.32</b>

**Fund: 502 - SEWER UTILITY FUND**

OPTUMHEALTH FINANCIAL SERVICES	149111	10/05/2011	CITY OF INVER	502.51.7200.514.30550	13.54
METROPOLITAN COUNCIL	0000971834	10/12/2011	CUSTOMER 5084	502.51.7200.514.40015	126,744.67
XCEL ENERGY	299025087	10/19/2011	391447217	502.51.7200.514.40020	171.40
XCEL ENERGY	299025087	10/19/2011	391447336	502.51.7200.514.40020	12.48
XCEL ENERGY	299025087	10/19/2011	391448271	502.51.7200.514.40020	527.18
XCEL ENERGY	299025087	10/19/2011	391449613	502.51.7200.514.40020	249.81
XCEL ENERGY	299025087	10/19/2011	391447220	502.51.7200.514.40020	13.66
XCEL ENERGY	299025087	10/19/2011	391447369	502.51.7200.514.40020	81.77
XCEL ENERGY	299025087	10/19/2011	391449014	502.51.7200.514.40020	58.09
<b>Fund 502 - SEWER UTILITY FUND Total:</b>					<b>127,872.60</b>

**Fund: 503 - INVER WOOD GOLF COURSE**

NAPA OF INVER GROVE HEIGHTS	266079	10/12/2011	8/19/11	503.52.8600.527.40042	73.78
R.J.'S GOLF CARTS	2145	10/19/2011	8/31/11	503.52.8400.525.40050	1,680.00
MTI DISTRIBUTING CO	811235-00	10/12/2011	CUSTOMER 402307	503.52.8600.527.40042	1,180.93
MTI DISTRIBUTING CO	811235-01	10/12/2011	CUSTOMER 402307	503.52.8600.527.40042	243.94
NAPA OF INVER GROVE HEIGHTS	267843	10/12/2011	9/2/11	503.52.8600.527.40042	94.25
NAPA OF INVER GROVE HEIGHTS	267845	10/12/2011	9/2/11	503.52.8600.527.40042	190.34
G & K SERVICES	1182340459	10/13/2011	9/5/11	503.52.8600.527.60045	102.74

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WITTEK	266062	09/30/2011	ORDER NO 0000062378	503.52.8500.526.70600	712.91
ACE PAINT & HARDWARE	9/7/11	10/17/2011	10/17/11	503.52.8500.526.60065	7.46
SUMMIT FACILITY & KITCHEN SERVICE	58104	10/03/2011	ACCOUNT 827	503.52.8300.524.40042	333.22
CUB FOODS	9/12/11	10/17/2011	10/17/11 ELAN	503.52.8300.524.76050	13.80
CROWN TROPHY	2809	10/13/2011	9/13/11	503.52.8200.523.76400	39.69
MTI DISTRIBUTING CO	813914-00	10/12/2011	CUSTOMER 402307	503.52.8600.527.60008	794.34
NAPA OF INVER GROVE HEIGHTS	269579	10/12/2011	9/16/11	503.52.8600.527.40042	79.04
MTI DISTRIBUTING CO	813767-00	10/12/2011	CUSTOMER 402307	503.52.8600.527.40042	468.90
WITTEK	266631	09/30/2011	PRODUCT NO 74241	503.52.8100.522.40042	536.62
WITTEK	266631	09/30/2011	PRODUCT NO 74241	503.52.8500.526.70600	536.62
LENTNER, GLEN	9/19/11	10/12/2011	REIMBURSE-DANNER	503.52.8600.527.40025	20.00
VERIZON WIRELESS	2632819139	10/03/2011	ACCOUNT 480568913-00001	503.52.8500.526.50020	8.71
DEX MEDIA EAST	9/20/11	09/28/2011	ACCOUNT NO 110360619	503.52.8500.526.50025	98.86
WITTEK	C28418	09/21/2011	PRDR MP 0000062378	503.52.8500.526.70600	(700.00)
CITY PAGES	D100046889	09/28/2011	ACCOUNT 126531	503.52.8500.526.50025	630.00
XCEL ENERGY	297650791	09/30/2011	389878758	503.52.8600.527.40020	28.51
G & K SERVICES	1182373316	09/28/2011	9/26/11	503.52.8600.527.60045	103.71
XCEL ENERGY	297986265	10/05/2011	390263742	503.52.8600.527.40020	2,973.88
ARCTIC GLACIER, INC.	439126909	09/28/2011	9/26/11	503.52.8300.524.60065	144.52
M. AMUNDSON LLP	117522	09/30/2011	CUSTOMER NO 902858	503.52.8300.524.76050	187.85
LAKE ELMO SOD FARM, LLC	13480	10/12/2011	9/27/11	503.52.8600.527.60020	265.13
GRANDMA'S BAKERY	168515	09/28/2011	9/27/11	503.52.8300.524.76050	24.67
NAPA OF INVER GROVE HEIGHTS	270994	10/12/2011	9/27/11	503.52.8600.527.60022	54.34
US FOODSERVICE	5192771	09/30/2011	ACCOUNT 03805983	503.52.8300.524.76100	116.13
US FOODSERVICE	5192771	09/30/2011	ACCOUNT 03805983	503.52.8300.524.76050	315.08
US FOODSERVICE	5192771	09/30/2011	ACCOUNT 03805983	503.52.8300.524.60065	123.15
GRANDMA'S BAKERY	168824	09/30/2011	9/28/11	503.52.8300.524.76050	24.78
NAPA OF INVER GROVE HEIGHTS	271205	10/12/2011	9/28/11	503.52.8600.527.60022	46.75
XCEL ENERGY	298344612	10/12/2011	390669770	503.52.8500.526.40020	303.36
XCEL ENERGY	298344612	10/12/2011	390668538	503.52.8500.526.40020	1,039.29
XCEL ENERGY	298344612	10/12/2011	197865201	503.52.8500.526.40010	40.37
XCEL ENERGY	298344612	10/12/2011	390669887	503.52.8500.526.40020	142.73
XCEL ENERGY	298344612	10/12/2011	197865510	503.52.8600.527.40010	29.31
MTI DISTRIBUTING CO	815835-00	10/12/2011	CUSTOMER 402307	503.52.8600.527.60008	9.86
DAKOTA ELECTRIC ASSN	9/28/11	10/12/2011	ACCOUNT 201360-5	503.52.8600.527.40020	189.39
GRANDMA'S BAKERY	169084	10/12/2011	9/29/11	503.52.8300.524.76050	30.16
COLLEGE CITY BEVERAGE	264824	10/12/2011	9/29/11	503.52.8300.524.76150	163.70
SUMMIT FACILITY & KITCHEN SERVICE	58794	10/05/2011	ACCOUNT 827	503.52.8300.524.40042	228.35
UHL COMPANY INC	6111	10/05/2011	customer inv103	503.52.8500.526.70600	667.33
MTI DISTRIBUTING CO	815833-00	10/12/2011	CUSTOMER 402307	503.52.8600.527.60008	1,119.00
MTI DISTRIBUTING CO	815967-00	10/12/2011	CUSTOMER 402307	503.52.8600.527.40042	324.84
MTI DISTRIBUTING CO	815989-00	10/12/2011	CUSTOMER 402307	503.52.8600.527.40042	52.02
PIIONEER PRESS	0911520544	10/19/2011	BILLING PERIOD 9/1/11-9/30/11 ACC	503.52.8500.526.50025	1,016.40
ASPEN EQUIPMENT	11090022	10/13/2011	ACCOUNT 26318	503.52.8600.527.40065	16.65
OPTUMHEALTH FINANCIAL SERVICES	149111	10/05/2011	CITY OF INVER	503.52.8600.527.30550	19.60
OPTUMHEALTH FINANCIAL SERVICES	149111	10/05/2011	CITY OF INVER	503.52.8500.526.30550	8.30
GRANDMA'S BAKERY	169354	10/12/2011	9/30/11	503.52.8300.524.76050	32.63
PLAISTED COMPANIES, INC.	40794	10/12/2011	9/30/11	503.52.8600.527.60020	776.83
MTI DISTRIBUTING CO	816101-00	10/12/2011	CUSTOMER 402307	503.52.8600.527.40042	161.13
MTI DISTRIBUTING CO	816150-00	10/12/2011	CUSTOMER 402307	503.52.8600.527.40042	22.12
S & T OFFICE PRODUCTS	9/30/11	10/12/2011	GOLF COURSE OPERATIONS	503.52.8600.527.60012	193.27
SOUTH BAY DESIGN	10/01/11	10/12/2011	INVERWOOD	503.52.8500.526.50025	612.50
GRANDMA'S BAKERY	169661	10/12/2011	10/1/11	503.52.8300.524.76050	32.63
COVERALL OF THE TWIN CITIES INC	7070170079	10/05/2011	ACCOUNT 707-2469	503.52.8500.526.40040	1,124.81
GRANDMA'S BAKERY	169945	10/12/2011	10/2/11	503.52.8300.524.76050	35.41
DRAFT TECHNOLOGIES	1003116J	10/12/2011	10/3/11	503.52.8300.524.40042	35.00
G & K SERVICES	1182384242	10/12/2011	10/3/11	503.52.8600.527.60045	109.63
COLORBLEND	128048	10/12/2011	CUSTOMER 189396	503.52.8600.527.60020	156.40
NATURE CALLS, INC.	15530	10/12/2011	10/3/11	503.52.8600.527.40065	69.38
GRANDMA'S BAKERY	17076	10/12/2011	10/3/11	503.52.8300.524.76050	35.40

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Vendor Name	Payable Number	Post Date	Item Description	Account Number	Amount
ARCTIC GLACIER, INC.	438127614	10/12/2011	10/3/11	503.52.8300.524.60065	155.56
TURFWERKS	M101084	10/12/2011	10/3/11	503.52.8600.527.40042	80.95
GRANDMA'S BAKERY	170437	10/12/2011	10/4/11	503.52.8300.524.76050	35.42
PRECISION TURF & CHEMICAL INC	37488	10/12/2011	ORDER 16542	503.52.8600.527.60035	7,257.94
PRECISION TURF & CHEMICAL INC	37489	10/12/2011	ORDER 16544	503.52.8600.527.60020	135.73
ACE PAINT & HARDWARE	508927/5	10/12/2011	10/4/11	503.52.8600.527.60020	43.24
GRANDMA'S BAKERY	170728	10/12/2011	10/5/11	503.52.8300.524.76050	32.59
COCA COLA BOTTLING COMPANY	0148481316	10/12/2011	10/6/11	503.52.8300.524.76100	87.77
LAKE ELMO SOD FARM, LLC	13556	10/12/2011	10/6/11	503.52.8600.527.60020	265.13
GRANDMA'S BAKERY	170982	10/12/2011	10/6/11	503.52.8300.524.76050	35.48
COLLEGE CITY BEVERAGE	266151	10/12/2011	10/6/11	503.52.8300.524.76150	163.20
GRANDMA'S BAKERY	1712989	10/12/2011	10/7/11	503.52.8300.524.76050	45.44
ARCTIC GLACIER, INC.	381128001	10/12/2011	10/7/11	503.52.8300.524.60065	61.72
US FOODSERVICE	5324748`	10/12/2011	ACCOUNT 03805983	503.52.8300.524.60065	211.35
US FOODSERVICE	5324748`	10/12/2011	ACCOUNT 03805983	503.52.8300.524.76050	268.75
GRANDMA'S BAKERY	171608	10/13/2011	10/8/11	503.52.8300.524.76050	35.48
GARY'S PEST CONTROL	47788	10/13/2011	10/8/11	503.52.8500.526.40040	69.64
GRANDMA'S BAKERY	171844	10/13/2011	10/9/11	503.52.8300.524.76050	32.51
G & K SERVICES	1182395234	10/12/2011	10/10/11	503.52.8600.527.60045	103.71
GRANDMA'S BAKERY	172097	10/13/2011	10/10/11	503.52.8300.524.76050	32.57
ARTHUR J GALLAGHER RISK	571963	10/19/2011	ORDER 228*739102	503.52.8500.526.50014	1,088.00
M. AMUNDSON LLP	118407	10/19/2011	CUSTOMER 902858	503.52.8300.524.76050	199.95
LAKE ELMO SOD FARM, LLC	13585	10/12/2011	10/11/11	503.52.8600.527.60020	265.13
GRANDMA'S BAKERY	172364	10/19/2011	10/11/11	503.52.8300.524.76050	32.57
ACE PAINT & HARDWARE	509011/5	10/12/2011	10/11/11	503.52.8600.527.40042	7.03
GRANDMA'S BAKERY	172656	10/19/2011	10/12/11	503.52.8300.524.76050	30.14
US FOODSERVICE	5451929	10/19/2011	ACCOUNT 03805983	503.52.8300.524.76050	502.08
US FOODSERVICE	5451929	10/19/2011	ACCOUNT 03805983	503.52.8300.524.76100	36.37
US FOODSERVICE	5451929	10/19/2011	ACCOUNT 03805983	503.52.8300.524.60065	65.77
VERNON PROFESSIONAL SALES LLC	14	10/17/2011	10/17/11	503.52.8200.523.76250	155.00

Fund 503 - INVER WOOD GOLF COURSE Total: 31,888.67

## Fund: 602 - RISK MANAGEMENT

LEAGUE OF MN CITIES INS TRUST	21192	09/30/2011	VOLUNTEER ACCIDNET PLAN 9/1/11	602.00.2100.415.20750	1595
OPTUMHEALTH FINANCIAL SERVICES	149111	10/05/2011	CITY OF INVER	602.00.2100.415.30550	0.49

Fund 602 - RISK MANAGEMENT Total: 1,595.49

## Fund: 603 - CENTRAL EQUIPMENT

CLAREY'S SAFETY EQUIPMENT	2048	10/19/2011	ORDER 00001808	603.00.5300.444.40041	1,159.13
ACE PAINT & HARDWARE	507698/5	10/19/2011	7/5/11	603.00.5300.444.40041	2.74
EMERGENCY AUTOMOTIVE TECHNOL	CS072111-6	10/05/2011	7/21/11	603.00.5300.444.40041	197.50
EMERGENCY AUTOMOTIVE TECHNOL	AWS812011-2	10/03/2011	8/1/11	603.00.5300.444.80700	4,230.66
SCHARBER & SONS	1080354	10/19/2011	8/31/11	603.00.5300.444.40041	64.13
SCHARBER & SONS	1080590	10/19/2011	ACCOUNT 4502581	603.00.5300.444.40041	34.01
TRUCK UTILITIES, INC.	0229655	10/05/2011	ORDER 0239568	603.00.5300.444.40041	292.77
TITAN MACHINERY	9INV02	10/19/2011	8/30/11	603.00.5300.444.40041	522.86
KIMBALL MIDWEST	2095727	10/05/2011	ORDER 52413211	603.00.5300.444.60012	326.64
INTERSTATE POWER SYSTEMS, INC.	R001057120:01	10/05/2011	ACCOUNT 13468	603.00.5300.444.40041	156.57
HOME DEPOT CREDIT SERVICES	9/13/11-3	10/03/2011	6592393	603.00.5300.444.60040	16.04
DAVIS EQUIPMENT CORPORATION	J150857	10/05/2011	9/13/11	603.00.5300.444.40041	63.07
CARQUEST AUTO PARTS STORES	1596-160912	10/05/2011	9/14/11	603.140.1450050	78.04
TITAN MACHINERY	9r00300	10/05/2011	9/15/11	603.00.5300.444.40041	5,791.70
TURFWERKS	T121575	10/05/2011	9/15/11	603.00.5300.444.40041	27.83
CARQUEST AUTO PARTS STORES	1596-161104	10/05/2011	9/16/11	603.00.5300.444.40041	50.89
GRAINGER	9637879702	10/05/2011	ACCOUNT 806460150	603.00.5300.444.40041	16.03
DAVIS EQUIPMENT CORPORATION	J151055	10/05/2011	9/16/11	603.00.5300.444.40041	18.75
DAVIS EQUIPMENT CORPORATION	J151056	10/05/2011	9/16/11	603.00.5300.444.40041	222.88
NIEBUR TRACTOR & EQUIPMENT, INC	113299	10/05/2011	9/19/11	603.00.5300.444.40041	372.89
CARQUEST AUTO PARTS STORES	1596-161215	10/05/2011	9/19/11	603.140.1450050	31.94
MACQUEEN EQUIPMENT INC	S-11412	10/05/2011	9/19/11	603.00.5300.444.40041	4,297.65
TOXALERT INTERNATIONAL INC	15163	10/19/2011	9/20/11	603.00.5300.444.40040	167.00
CARQUEST AUTO PARTS STORES	1596-161373	10/05/2011	9/20/11	603.140.1450050	67.55

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Vendor Name	Payable Number	Post Date	Item Description	Account Number	Amount
CARQUEST AUTO PARTS STORES	1596-161373	10/05/2011	9/20/11	603.00.5300.444.40041	17.07
NORTHLAND CHEMICAL CORP	5041289	10/05/2011	ORDER 1037620	603.00.5300.444.60012	115.36
CATCO PARTS SERVICE	1-18793	10/05/2011	CUSTOMER 136090	603.00.5300.444.40041	1,466.20
CARQUEST AUTO PARTS STORES	1596-161415	10/05/2011	9/21/11	603.140.1450050	23.49
CARQUEST AUTO PARTS STORES	1596-161416	10/05/2011	9/21/11	603.00.5300.444.40041	22.85
CARQUEST AUTO PARTS STORES	1596-161430	10/05/2011	CUSTOMER 614420	603.00.5300.444.60012	4.81
CARQUEST AUTO PARTS STORES	1596-161430	10/05/2011	CUSTOMER 614420	603.00.5300.444.40041	86.57
CARQUEST AUTO PARTS STORES	1596-161449	10/05/2011	9/21/11	603.00.5300.444.60040	4.38
OXYGEN SERVICE COMPANY, INC	07531624	10/05/2011	ORDER 05600242-00	603.00.5300.444.60012	190.73
CATCO PARTS SERVICE	17-45477	10/05/2011	CUSTOMER 136090	603.00.5300.444.40041	167.79
CATCO PARTS SERVICE	17-45495	10/05/2011	CUSTOMER 136090	603.00.5300.444.40041	9.83
CARQUEST AUTO PARTS STORES	1596-161714	10/05/2011	9/26/11	603.00.5300.444.40041	74.12
CATCO PARTS SERVICE	17-45616	10/05/2011	CUSTOMER 136090	603.00.5300.444.40041	1,133.62
METRO JANITORIAL SUPPLY INC	11010982	10/05/2011	9/27/11	603.00.5300.444.60012	258.89
CARQUEST AUTO PARTS STORES	1596-161782	10/05/2011	9/27/11	603.00.5300.444.40041	81.67
CARQUEST AUTO PARTS STORES	1596-161813	10/05/2011	9/27/11	603.00.5300.444.40041	50.89
CARQUEST AUTO PARTS STORES	1596-161828	10/05/2011	9/27/11	603.00.5300.444.60012	61.65
ACE PAINT & HARDWARE	508840/5	10/05/2011	9/27/11	603.00.5300.444.60012	31.46
POMP'S TIRE SERVICE, INC.	736495	10/05/2011	ACCOUNT 4502557	603.00.5300.444.40041	1,486.94
CARQUEST AUTO PARTS STORES	1596-161899	10/05/2011	9/28/11	603.00.5300.444.40041	4.26
CARQUEST AUTO PARTS STORES	1596-161899	10/05/2011	9/28/11	603.00.5300.444.60012	21.43
TRACTOR SUPPLY CREDIT PLAN	47541	10/19/2011	9/28/11	603.00.5300.444.40040	6.42
TRACTOR SUPPLY CREDIT PLAN	50501	10/19/2011	9/28/11	603.00.5300.444.40040	12.82
ACE PAINT & HARDWARE	508874/5	10/05/2011	9/28/11	603.00.5300.444.40040	10.20
ACE PAINT & HARDWARE	508875/5	10/05/2011	9/28/11	603.00.5300.444.40040	8.95
ARAMARK UNIFORM SERVICES	629-7334803	10/05/2011	CUSTOMER 15353001	603.00.5300.444.40065	38.00
ARAMARK UNIFORM SERVICES	629-7334803	10/05/2011	CUSTOMER 15353001	603.00.5300.444.60045	18.11
FORCE AMERICA, INC.	01371451	10/05/2011	ORDER 115549	603.00.5300.444.40041	29.16
SHEL'S AUTO ELECTRIC	13581	10/05/2011	9/29/11	603.00.5300.444.40041	42.75
CARQUEST AUTO PARTS STORES	1596-162001	10/05/2011	9/29/11	603.00.5300.444.60012	29.40
TRACTOR SUPPLY CREDIT PLAN	47665	10/19/2011	9/29/11	603.00.5300.444.40040	6.42
OPTUMHEALTH FINANCIAL SERVICES	149111	10/05/2011	CITY OF INVER	603.00.5300.444.30550	6.65
CUSTOM HOSE TECH	62119	10/19/2011	9/30/11	603.00.5300.444.40041	57.41
POMP'S TIRE SERVICE, INC.	746109	10/19/2011	ACCOUNT 4502557	603.00.5300.444.40041	203.06
INTERSTATE POWER SYSTEMS, INC.	R001057825:01	10/05/2011	ACCOUNT 13468	603.00.5300.444.40041	678.23
BELDE BUILDING MAINTENANCE CORP	100211	10/19/2011	10/2/11	603.00.5300.444.40040	1,028.40
FERRELLGAS	1050140425	10/19/2011	ACCOUNT 7754787	603.00.5300.444.40041	54.51
FLAIL-MASTER	112023	10/19/2011	ORDER 94750	603.00.5300.444.40041	428.05
CARQUEST AUTO PARTS STORES	1596-162176	10/19/2011	10/3/11	603.00.5300.444.40041	528.84
CARQUEST AUTO PARTS STORES	1596-162176	10/19/2011	10/3/11	603.140.1450050	5.39
YOCUM OIL COMPANY, INC.	456973	10/19/2011	CUSTOMER 502860	603.140.1450060	5,032.26
YOCUM OIL COMPANY, INC.	456975	10/19/2011	ORDER 456975	603.140.1450060	10,874.80
BOYER TRUCKS - PARTS DISTRIBUTION	566326	10/19/2011	B/L NO. 111468	603.00.5300.444.40041	49.17
XCEL ENERGY	299005228	10/19/2011	391434030	603.00.5300.444.40020	716.14
XCEL ENERGY	299005228	10/19/2011	391435563	603.00.5300.444.40020	1,264.00
ACE PAINT & HARDWARE	508919/5	10/19/2011	10/4/11	603.00.5300.444.60012	26.67
ACE PAINT & HARDWARE	508928/5	10/19/2011	10/4/11	603.00.5300.444.40040	15.48
EMERGENCY AUTOMOTIVE TECHNOLOGIES	RP100411-1	10/19/2011	10/4/11	603.00.5300.444.40041	16.03
CATCO PARTS SERVICE	17-45494	10/05/2011	CUSTOMER 136090	603.00.5300.444.40041	(1,133.62)
CATCO PARTS SERVICE	17-45619	10/05/2011	CUSTOMER 136090	603.00.5300.444.40041	(641.25)
ARAMARK UNIFORM SERVICES	629-7339611	10/19/2011	CUSTOMER 15353001	603.00.5300.444.60045	24.24
ARAMARK UNIFORM SERVICES	629-7339611	10/19/2011	CUSTOMER 15353001	603.00.5300.444.40065	38.00
CARQUEST AUTO PARTS STORES	1596-162453	10/19/2011	10/6/11	603.140.1450050	115.60
I-STATE TRUCK CENTER	C242181844:01	10/19/2011	ACCOUNT 31421	603.140.1450050	240.64
KREMER SERVICES LLC	0000013879	10/19/2011	ORDER 0000016711	603.00.5300.444.40041	13.25
WESTERN PETROLEUM COMPANY	390556-41801	10/19/2011	CUSTOMER 112741	603.140.1450050	2,226.98
POMP'S TIRE SERVICE, INC.	762989	10/19/2011	ACCOUNT 4502557	603.00.5300.444.40041	231.92
ACE PAINT & HARDWARE	508994/5	10/19/2011	10/10/11	603.00.5300.444.40040	80.99
CARQUEST AUTO PARTS STORES	1596-162692	10/19/2011	10/11/11	603.140.1450050	23.97
CARQUEST AUTO PARTS STORES	1596-162701	10/19/2011	10/11/11	603.00.5300.444.60012	13.94

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Vendor Name	Payable Number	Post Date	Item Description	Account Number	Amount
CARQUEST AUTO PARTS STORES	1596-162704	10/19/2011	10/11/11	603.140.1450050	17.05
ACE PAINT & HARDWARE	509030/5	10/19/2011	10/11/11	603.00.5300.444.40041	10.66
ARROW PEST CONTROL	1549	10/19/2011	10/21/11	603.00.5300.444.40040	72.85
<b>Fund 603 - CENTRAL EQUIPMENT Total:</b>					<b>46,045.82</b>
<b>Fund: 604 - CENTRAL STORES</b>					
US BANCORP EQUIPMENT FINANCE, II	185383718	08/30/2011	ACCOUNT 923425	604.00.2200.416.40050	572.05
US BANCORP EQUIPMENT FINANCE, II	185383999	08/30/2011	ACCOUNT 923425	604.00.2200.416.40050	(1,386.18)
US BANCORP EQUIPMENT FINANCE, II	185383999-2	10/13/2011	ACCOUNT 923425	604.00.2200.416.40050	1,386.18
OFFICE DEPOT	9/16/11	10/03/2011	ACCOUNT 6011 5685 1008 8883	604.00.2200.416.60010	104.39
OFFICE DEPOT	9/16/11	10/03/2011	ACCOUNT 6011 5685 1008 8883	604.00.2200.416.60005	222.80
US BANCORP EQUIPMENT FINANCE, II	187542394	10/13/2011	ACCOUNT 923425	604.00.2200.416.40050	1,055.14
US BANCORP EQUIPMENT FINANCE, II	187542048	10/13/2011	ACCOUNT 923425	604.00.2200.416.40050	1,663.13
S & T OFFICE PRODUCTS	9/30/11	10/12/2011	CENTRAL STORES	604.00.2200.416.60010	229.30
S & T OFFICE PRODUCTS	9/30/11	10/12/2011	PUBLIC SAFETY/POLICE	604.00.2200.416.60010	291.67
<b>Fund 604 - CENTRAL STORES Total:</b>					<b>4,138.48</b>
<b>Fund: 605 - CITY FACILITIES</b>					
ZEE MEDICAL SERVICE	54180027	10/03/2011	CUSTOMER 0000701	605.00.7500.460.60065	139.41
ZEE MEDICAL SERVICE	54180271	10/19/2011	9/7/11	605.00.7500.460.60065	93.64
HOME DEPOT CREDIT SERVICES	9/13/11-3	10/03/2011	1112395	605.00.7500.460.60011	121.81
CODY ZEMAN - ZEMAN ENTERPRISES I	9/14/11-2	09/30/2011	FINAL PAYMENT FOR PAINTING	605.00.7500.460.40040	2,946.00
INTEGRA TELECOM	8779096	10/03/2011	ACCOUNT 645862	605.00.7500.460.50020	139.16
SAM'S CLUB	000248	10/03/2011	ACCOUNT 7715 0900 6117 2300	605.00.7500.460.60011	211.29
W.L. HALL CO.	28710	10/03/2011	DRAW 08-10231-00005	605.00.7500.460.60040	2,961.00
SAM'S CLUB	9/23/11-2	10/13/2011	ACCOUNT 7715 0900 6358 0633	605.00.7500.460.60011	6.63
BETTS, BETH	1047	10/03/2011	2 FALL PLANTINGS	605.00.7500.460.30700	209.79
NS/I MECHANICAL CONTRACTING CO.	W23562	10/13/2011	9/29/11	605.00.7500.460.40040	914.00
ZAYO ENTERPRISE NETWORKS LLC	10/1/11	10/19/2011	ACCOUNT 005456	605.00.7500.460.50020	1,001.90
USA MOBILITY WIRELESS INC	U0317493J	10/13/2011	ACCOUNT 0317493-5	605.00.7500.460.40065	4.91
MINNESOTA ELEVATOR, INC	224175	10/13/2011	10/4/11	605.00.7500.460.40040	226.00
XCEL ENERGY	299005228	10/19/2011	198262435	605.00.7500.460.40010	72.27
XCEL ENERGY	299005228	10/19/2011	391435626	605.00.7500.460.40020	7,847.48
LONE OAK COMPANIES	52691	10/12/2011	10/5/11	605.00.7500.460.50035	441.86
ZEE MEDICAL SERVICE	54180389	10/19/2011	10/5/11	605.00.7500.460.60065	58.42
HILLYARD INC	6936142	10/19/2011	PURCHASE ORDER ISA-10/03/2011	605.00.7500.460.60011	512.96
BAUER FLOOR COVERING, INC.	70202	10/13/2011	10/7/11	605.00.7500.460.40040	8,546.00
HILLYARD INC	6939337	10/19/2011	PURCHASE ORDER ISA-10/06/2011	605.00.7500.460.60011	66.12
TDS METROCOM	10/13	10/19/2011	ACCOUNT 651 554 0132	605.00.7500.460.50020	982.54
HUEBSCH SERVICES	2779921	10/19/2011	10/13/11	605.00.7500.460.40065	62.18
<b>Fund 605 - CITY FACILITIES Total:</b>					<b>27,565.37</b>
<b>Fund: 606 - TECHNOLOGY FUND</b>					
GS DIRECT, INC.	281804	10/05/2011	ORDER 276470	606.00.1400.413.60010	263.04
CDW GOVERNMENT INC	ZQW9410	10/05/2011	ORDER 1B62GH4	606.00.1400.413.60041	61.85
GENERAL NANOSYSTEMS INC.	78756	10/17/2011	10/17/11 ELAN	606.00.1400.413.60065	53.88
CDW GOVERNMENT INC	ZSB6169	10/05/2011	ORDER 1B63WCS	606.00.1400.413.60041	46.40
ADVANCED TECHNOLOGY SYSTEMS, II	62968	10/03/2011	9/21/11	606.00.1400.413.60010	51.19
US INTERNET	950836	10/05/2011	9/26/11	606.00.1400.413.30700	220.00
TYLER TECHNOLOGIES, INC	30373	10/12/2011	ORD NO 8090	606.00.1400.413.80620	8,113.47
TYLER TECHNOLOGIES, INC	30625	10/12/2011	PO NUMBER 2010-0240	606.00.1400.413.80620	1,564.17
IDEAL SYSTEM SOLUTIONS, INC.	26414	10/13/2011	ORDER PMYLAN81511	606.00.1400.413.30700	12,849.00
CIVICPLUS	92612	10/03/2011	QUARTERLY FEE FOR HOSTING AND	606.00.1400.413.30700	1,750.50
<b>Fund 606 - TECHNOLOGY FUND Total:</b>					<b>24,973.50</b>
<b>Fund: 702 - ESCROW FUND</b>					
STREET FLEET	183204	09/30/2011	CUSTOMER 17498	702.229.2282200	23.45
CAHILL INVESTMENTS LLC	9/29/11	10/03/2011	CHECK REQUEST CAHILL LAUNDRY E	702.229.2284200	309.82
LEVANDER, GILLEN & MILLER P.A.	9/30/11 81000E	10/19/2011	13081 MGT DEVELOPMENT, INC.	702.229.2283800	98.00
LEVANDER, GILLEN & MILLER P.A.	9/30/11 81000E	10/19/2011	13071 BRENTWOOD HILLS TOWNHC	702.229.2297800	976.00
LEVANDER, GILLEN & MILLER P.A.	9/30/11 81000E	10/19/2011	13077 CONCORD HILLS PLAY/DANNE	702.229.2287300	274.00
LEVANDER, GILLEN & MILLER P.A.	9/30/11 81000E	10/19/2011	13108 ARGENTA HILLS 2ND ADDITIO	702.229.2291700	110.00
LEVANDER, GILLEN & MILLER P.A.	9/30/11 81000E	10/19/2011	13119 ARGENTA HILLS 4TH ADDITIO	702.229.2291700	1,609.00

## Expense Approval Report

Payment Dates: 10/5/2011 - 10/19/2011

Vendor Name	Payable Number	Post Date	Item Description	Account Number	Amount
LEVANDER, GILLEN & MILLER P.A.	9/30/11 81000E	10/19/2011	13116 WOODLYN HEIGHTS CARE CEI	702.229.2284400	110.00
LEVANDER, GILLEN & MILLER P.A.	9/30/11 81000E	10/19/2011	13112 ARGENTA HILLS 3RD ADDITIO	702.229.2291700	561.00
LEVANDER, GILLEN & MILLER P.A.	9/30/11 81000E	10/19/2011	13118 OBERG ENCROACHMENT AGF	702.229.2287501	82.00
LEVANDER, GILLEN & MILLER P.A.	9/30/11 81000E	10/19/2011	13104 LUTHER NISSAN KIDA	702.229.2292600	16.00
LEVANDER, GILLEN & MILLER P.A.	9/30/11 81000E	10/19/2011	13115 MAUER CHEVROLET	702.229.2285200	839.60
LEVANDER, GILLEN & MILLER P.A.	9/30/11 81000E	10/19/2011	13117 PAUL MASON LLC	702.229.2293200	186.00
CULLIGAN	9/30/11-2	10/13/2011	ACCOUNT 157-98473242-8	702.229.2286300	71.32
ACE BLACKTOP, INC.	10/6/11	10/19/2011	REFUND PERMIT 1106	702.229.2284300	852.17
PIEKARSKI-KRECH, ROSEMARY	1103	10/19/2011	REFUND FIRE HYDRANT USER PERMI	702.229.2284300	919.66
<b>Fund 702 - ESCROW FUND Total:</b>					<b>7,038.02</b>
<b>Fund: 703 - LANDFILL ABATEMENT</b>					
PIONEER SECURE SHRED	16726	10/13/2011	9/17/11	703.43.5500.446.60065	420.00
LIGHTNING DISPOSAL INC	80959	10/12/2011	10/12	703.43.5500.446.60065	3,265.45
J.R.'S APPLIANCE DISPOSAL, INC.	76631	10/19/2011	CLEAN UP	703.43.5500.446.60065	2,575.80
<b>Fund 703 - LANDFILL ABATEMENT Total:</b>					<b>6,261.25</b>
<b>Grand Total:</b>					<b>1,616,590.23</b>

**Certification of Delinquent Utility Bills**

Meeting Date: October 24, 2011  
 Item Type: Consent  
 Contact: Angela Freier 651-450-2520  
 Prepared by: Angela Freier, Accounting Tech.  
 Reviewed by: Jenelle Teppen, Asst. City Administrator

**Fiscal/FTE Impact:**

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

**PURPOSE/ACTION REQUESTED**

Approve the resolution certifying delinquent unpaid water and sewer charges to the County to be collected with the other taxes on the property.

**SUMMARY**

It is our standard practice to certify unpaid, delinquent utility bills to the County to be levied against the respective properties for collection in one year. The City’s Administrative Code, Chapter XVIII, Section 3, subdivision B states that delinquent utility bills shall be certified to the County Auditor. Before such certification, delinquencies will be notified by mail of the amount due and the fact that the delinquency will be certified if not paid by October 10<sup>th</sup>. The certification shall include a charge of 8% of the delinquent bill to cover administrative handling, plus 8% interest on the unpaid balance.

Each delinquent account was mailed a notice stating that the amount unpaid would be certified to the County Auditor for collection with property taxes. The unpaid balance would have 8% added as interest and 8% added as an administrative handling fee.

The delinquent notices are in addition to reminder notices of unpaid balances mailed monthly throughout the entire year. This procedure is consistent with past years.

The total amount to be certified this year (which includes the 8% administrative charge and the 8% interest) is \$190,739.00 which is \$273,427.00 less than the last year. The total amount last year included \$268,742.00 for Skyline Village. This year, we received payment for the delinquent amount for Skyline Village prior to the October 10<sup>th</sup> deadline.

In comparing this to prior years, we certified in 2010, \$464,166.00, in 2009, \$405,186.00, in 2008, \$221,721.00, in 2007, \$243,488.00.

Attached to this summary for your action is a resolution certifying unpaid delinquent water and sewer charges to the County Auditor to be collected with other taxes on said property.

CITY OF INVER GROVE HEIGHTS  
DAKOTA COUNTY, MINNESOTA

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

**RESOLUTION CERTIFYING UNPAID DELINQUENT WATER AND SEWER CHARGES TO  
THE COUNTY AUDITOR TO BE COLLECTED WITH OTHER TAXES ON SAID PROPERTY**

**WHEREAS**, City of Inver Grove Heights ordinances establish rules, rates and charges for water and sewer services, and

**WHEREAS**, the City's Administrative Code Chapter XVIII, Section 3, subdivision B states that delinquent utility bills shall be certified each year to the County Auditor, and

**WHEREAS**, Minnesota Statutes 444.075 provides that all delinquent water and sewer charges not paid may be certified to the County Auditor with the taxes on such property, and

**WHEREAS**, each delinquent utility bill has been sent a delinquent notice and intent to certify, and

**WHEREAS**, an assessment roll will be prepared specifying the amount to be certified against each specific property.

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

1. There is hereby determined to be a total uncollected amount of delinquent water and/or sewer charges of \$190,739.00.
2. That such amount is hereby certified to the County Auditor for collection with other taxes on said properties.
3. That a copy of this resolution, together with the assessment roll, be sent to the Dakota County Auditor.

Adopted by the City Council of Inver Grove Heights this 24<sup>th</sup> day of October 2011.

Ayes:

Nays:

ATTEST:

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

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

Parcel ID Number				Parcel ID Number	Special Assessment #	Amount	Effective Year	ACTION
20	00200	50	031	637	68.00	2011	A	
20	00200	51	020	637	288.00	2011	A	
20	00300	28	015	637	1,344.00	2011	A	
20	00500	01	015	637	316.00	2011	A	
20	00900	02	030	637	97.00	2011	A	
20	00900	02	051	637	62.00	2011	A	
20	00900	25	060	637	168.00	2011	A	
20	01000	51	060	637	223.00	2011	A	
20	01100	26	050	637	292.00	2011	A	
20	01100	30	090	637	411.00	2011	A	
20	01100	50	030	637	155.00	2011	A	
20	01600	27	012	637	194.00	2011	A	
20	01800	58	111	637	312.00	2011	A	
20	01800	58	131	637	582.00	2011	A	
20	02910	77	014	637	1,256.00	2011	A	
20	02910	79	020	637	132.00	2011	A	
20	03210	75	050	637	309.00	2011	A	
20	03210	76	020	637	757.00	2011	A	
20	03310	83	020	637	87.00	2011	A	
20	03410	53	010	637	155.00	2011	A	
20	03410	53	020	637	123.00	2011	A	
20	11420	03	050	637	2,557.00	2011	A	
20	11520	01	010	637	209.00	2011	A	
20	11775	01	060	637	1,284.00	2011	A	
20	11852	01	060	637	1,131.00	2011	A	
20	11865	01	020	637	1,076.00	2011	A	
20	12101	01	180	637	407.00	2011	A	
20	12101	01	250	637	837.00	2011	A	
20	12101	01	670	637	284.00	2011	A	
20	12102	01	170	637	285.00	2011	A	
20	12350	02	030	637	1,086.00	2011	A	
20	12350	03	100	637	2,210.00	2011	A	
20	13250	01	050	637	63.00	2011	A	
20	13250	02	060	637	142.00	2011	A	
20	13250	02	070	637	664.00	2011	A	
20	13250	02	110	637	654.00	2011	A	
20	13250	02	140	637	803.00	2011	A	
20	13251	01	021	637	271.00	2011	A	
20	13251	01	052	637	120.00	2011	A	
20	13251	01	091	637	90.00	2011	A	
20	13251	01	092	637	316.00	2011	A	
20	13700	01	010	637	1,129.00	2011	A	
20	14070	03	030	637	134.00	2011	A	

Parcel ID Number				Special Assessment #	Amount	Effective Year	ACTION
20	14100	02	140	637	981.00	2011	A
20	14150	01	031	637	6,817.00	2011	A
20	15095	01	020	637	79.00	2011	A
20	15095	01	040	637	226.00	2011	A
20	15095	01	270	637	117.00	2011	A
20	15095	01	610	637	124.00	2011	A
20	15175	05	270	637	719.00	2011	A
20	16400	01	080	637	106.00	2011	A
20	16400	02	050	637	272.00	2011	A
20	16400	02	080	637	756.00	2011	A
20	17100	01	050	637	569.00	2011	A
20	17100	05	050	637	976.00	2011	A
20	17750	06	030	637	549.00	2011	A
20	18210	02	111	637	374.00	2011	A
20	18210	02	207	637	281.00	2011	A
20	18211	01	060	637	723.00	2011	A
20	18211	03	080	637	967.00	2011	A
20	18212	01	010	637	381.00	2011	A
20	18212	04	020	637	460.00	2011	A
20	18212	07	020	637	767.00	2011	A
20	18291	01	240	637	363.00	2011	A
20	18404	01	080	637	916.00	2011	A
20	18405	03	070	637	216.00	2011	A
20	18850	01	070	637	867.00	2011	A
20	18850	03	110	637	833.00	2011	A
20	18851	02	090	637	72.00	2011	A
20	18851	03	040	637	1,116.00	2011	A
20	18851	03	050	637	581.00	2011	A
20	18851	03	060	637	831.00	2011	A
20	19500	02	010	637	277.00	2011	A
20	19500	02	100	637	86.00	2011	A
20	19500	02	140	637	87.00	2011	A
20	19800	01	080	637	396.00	2011	A
20	21050	01	010	637	96.00	2011	A
20	22100	01	130	637	487.00	2011	A
20	24400	01	021	637	1,217.00	2011	A
20	27400	01	070	637	291.00	2011	A
20	27400	03	070	637	388.00	2011	A
20	29500	01	030	637	708.00	2011	A
20	29500	01	060	637	484.00	2011	A
20	30250	01	131	637	268.00	2011	A
20	30250	01	141	637	182.00	2011	A
20	30250	01	151	637	568.00	2011	A

Parcel ID Number				Special Assessment #	Amount	Effective Year	ACTION
20	30300	01	091	637	551.00	2011	A
20	31000	03	051	637	112.00	2011	A
20	31100	01	080	637	125.00	2011	A
20	31100	02	040	637	318.00	2011	A
20	31100	02	150	637	723.00	2011	A
20	31100	03	010	637	239.00	2011	A
20	31100	03	100	637	1,024.00	2011	A
20	31101	02	010	637	352.00	2011	A
20	32700	01	010	637	431.00	2011	A
20	32700	01	040	637	798.00	2011	A
20	32700	01	110	637	1,001.00	2011	A
20	35500	01	020	637	706.00	2011	A
20	36400	01	190	637	385.00	2011	A
20	36400	02	130	637	1,148.00	2011	A
20	36400	04	301	637	694.00	2011	A
20	36400	04	311	637	638.00	2011	A
20	36400	04	330	637	351.00	2011	A
20	36400	05	060	637	1,001.00	2011	A
20	36500	05	020	637	209.00	2011	A
20	36500	08	050	637	256.00	2011	A
20	36500	09	210	637	205.00	2011	A
20	36500	10	271	637	749.00	2011	A
20	36500	11	201	637	493.00	2011	A
20	36500	11	291	637	1,366.00	2011	A
20	36500	13	040	637	693.00	2011	A
20	36500	13	060	637	147.00	2011	A
20	36500	15	111	637	285.00	2011	A
20	36500	16	020	637	131.00	2011	A
20	36500	17	070	637	802.00	2011	A
20	36500	18	030	637	106.00	2011	A
20	36500	18	190	637	281.00	2011	A
20	36500	19	240	637	355.00	2011	A
20	36500	19	250	637	268.00	2011	A
20	36500	20	080	637	881.00	2011	A
20	36500	20	102	637	1,848.00	2011	A
20	36500	21	110	637	377.00	2011	A
20	36500	23	110	637	561.00	2011	A
20	36500	42	151	637	395.00	2011	A
20	36520	01	040	637	573.00	2011	A
20	36520	01	080	637	1,201.00	2011	A
20	36521	02	080	637	132.00	2011	A
20	36521	02	160	637	296.00	2011	A
20	36521	02	190	637	234.00	2011	A

Parcel ID Number					Special Assessment #	Amount	Effective Year	ACTION
20	36521	04	080		637	608.00	2011	A
20	36521	05	020		637	735.00	2011	A
20	36521	07	060		637	131.00	2011	A
20	36550	05	141		637	238.00	2011	A
20	36550	05	270		637	433.00	2011	A
20	36550	06	111		637	891.00	2011	A
20	36550	06	231		637	245.00	2011	A
20	36550	06	291		637	142.00	2011	A
20	36550	07	301		637	200.00	2011	A
20	36550	07	302		637	746.00	2011	A
20	36800	02	140		637	138.00	2011	A
20	39900	00	081		637	330.00	2011	A
20	40600	01	070		637	672.00	2011	A
20	41250	04	040		637	111.00	2011	A
20	43100	02	030		637	320.00	2011	A
20	43103	01	030		637	68.00	2011	A
20	43103	01	081		637	814.00	2011	A
20	43250	00	190		637	604.00	2011	A
20	43251	01	030		637	286.00	2011	A
20	43251	01	040		637	268.00	2011	A
20	43251	04	080		637	279.00	2011	A
20	44352	02	010		637	175.00	2011	A
20	44352	04	020		637	274.00	2011	A
20	44352	10	010		637	454.00	2011	A
20	44352	19	040		637	284.00	2011	A
20	44700	03	080		637	1,086.00	2011	A
20	44700	04	050		637	176.00	2011	A
20	47695	01	030		637	709.00	2011	A
20	48601	01	081		637	79.00	2011	A
20	48601	01	110		637	161.00	2011	A
20	48601	01	130		637	191.00	2011	A
20	48601	01	140		637	121.00	2011	A
20	48601	01	160		637	335.00	2011	A
20	48601	01	170		637	700.00	2011	A
20	48601	01	221		637	90.00	2011	A
20	48602	02	090		637	708.00	2011	A
20	48625	01	020		637	641.00	2011	A
20	48625	01	110		637	148.00	2011	A
20	48625	04	030		637	76.00	2011	A
20	50350	01	220		637	232.00	2011	A
20	50350	02	070		637	690.00	2011	A
20	51000	01	050		637	335.00	2011	A
20	51000	02	080		637	400.00	2011	A

Parcel ID Number				Special Assessment #	Amount	Effective Year	ACTION
20	51001	01	020	637	324.00	2011	A
20	51001	02	010	637	647.00	2011	A
20	51001	02	100	637	605.00	2011	A
20	53530	03	031	637	161.00	2011	A
20	53651	01	020	637	509.00	2011	A
20	53651	02	030	637	192.00	2011	A
20	53651	03	010	637	655.00	2011	A
20	53651	05	030	637	579.00	2011	A
20	53651	06	020	637	562.00	2011	A
20	53651	06	030	637	564.00	2011	A
20	53651	09	040	637	546.00	2011	A
20	53651	10	010	637	921.00	2011	A
20	53651	11	040	637	459.00	2011	A
20	53652	06	010	637	664.00	2011	A
20	53652	06	040	637	93.00	2011	A
20	53652	11	040	637	268.00	2011	A
20	53652	13	020	637	103.00	2011	A
20	53652	14	030	637	258.00	2011	A
20	53652	17	010	637	156.00	2011	A
20	53652	22	010	637	149.00	2011	A
20	53652	25	030	637	110.00	2011	A
20	53652	26	010	637	494.00	2011	A
20	53652	27	020	637	84.00	2011	A
20	53652	27	040	637	571.00	2011	A
20	53652	28	040	637	381.00	2011	A
20	53652	30	020	637	76.00	2011	A
20	53652	30	050	637	172.00	2011	A
20	53652	30	060	637	235.00	2011	A
20	53700	01	130	637	772.00	2011	A
20	53700	02	160	637	115.00	2011	A
20	53700	02	200	637	140.00	2011	A
20	54870	01	260	637	472.00	2011	A
20	54890	04	060	637	100.00	2011	A
20	58500	03	120	637	75.00	2011	A
20	58500	04	060	637	84.00	2011	A
20	63251	01	040	637	1,320.00	2011	A
20	63251	01	050	637	1,268.00	2011	A
20	64050	01	040	637	540.00	2011	A
20	64075	01	020	637	669.00	2011	A
20	64075	02	050	637	79.00	2011	A
20	64075	02	190	637	180.00	2011	A
20	64200	02	030	637	930.00	2011	A
20	64200	04	080	637	835.00	2011	A

Parcel ID Number				Special Assessment #	Amount	Effective Year	ACTION
20	64450	01	030	637	453.00	2011	A
20	64450	01	060	637	565.00	2011	A
20	64500	01	040	637	700.00	2011	A
20	64504	01	050	637	397.00	2011	A
20	64504	01	060	637	622.00	2011	A
20	64504	01	101	637	399.00	2011	A
20	64504	01	102	637	500.00	2011	A
20	64504	01	141	637	182.00	2011	A
20	64504	01	142	637	402.00	2011	A
20	64504	02	130	637	1,056.00	2011	A
20	65951	01	100	637	401.00	2011	A
20	65951	02	060	637	181.00	2011	A
20	65951	03	040	637	127.00	2011	A
20	66200	01	240	637	214.00	2011	A
20	66500	02	090	637	393.00	2011	A
20	67100	01	130	637	112.00	2011	A
20	67601	01	050	637	316.00	2011	A
20	68200	00	072	637	409.00	2011	A
20	69300	01	020	637	617.00	2011	A
20	69300	01	040	637	589.00	2011	A
20	69300	03	230	637	842.00	2011	A
20	69300	06	020	637	996.00	2011	A
20	69300	07	080	637	580.00	2011	A
20	71150	01	100	637	133.00	2011	A
20	71150	02	130	637	579.00	2011	A
20	71150	03	060	637	420.00	2011	A
20	71150	04	160	637	190.00	2011	A
20	71150	04	190	637	572.00	2011	A
20	71150	05	080	637	1,097.00	2011	A
20	71150	06	020	637	1,394.00	2011	A
20	71150	06	050	637	554.00	2011	A
20	71151	01	282	637	664.00	2011	A
20	71151	01	340	637	16.00	2011	A
20	71151	02	070	637	444.00	2011	A
20	71151	03	150	637	158.00	2011	A
20	71151	04	240	637	264.00	2011	A
20	71151	05	120	637	1,047.00	2011	A
20	71151	06	150	637	587.00	2011	A
20	71151	06	170	637	519.00	2011	A
20	71152	01	010	637	247.00	2011	A
20	71152	01	030	637	1,084.00	2011	A
20	71152	01	080	637	213.00	2011	A
20	71152	01	150	637	730.00	2011	A

Parcel ID Number			Special Assessment #	Amount	Effective Year	ACTION
20	71152	01	637	271.00	2011	A
20	71152	02	637	179.00	2011	A
20	71152	02	637	239.00	2011	A
20	71152	02	637	298.00	2011	A
20	71152	03	637	174.00	2011	A
20	71152	04	637	592.00	2011	A
20	71152	05	637	483.00	2011	A
20	71152	05	637	192.00	2011	A
20	71152	05	637	645.00	2011	A
20	71152	05	637	598.00	2011	A
20	71152	06	637	73.00	2011	A
20	71152	06	637	100.00	2011	A
20	71152	07	637	624.00	2011	A
20	71153	01	637	810.00	2011	A
20	71153	04	637	1,074.00	2011	A
20	71153	04	637	78.00	2011	A
20	71153	06	637	845.00	2011	A
20	71153	06	637	566.00	2011	A
20	71153	06	637	383.00	2011	A
20	71153	07	637	576.00	2011	A
20	71153	08	637	535.00	2011	A
20	71153	09	637	505.00	2011	A
20	71154	01	637	655.00	2011	A
20	71154	03	637	323.00	2011	A
20	71154	03	637	470.00	2011	A
20	71154	03	637	694.00	2011	A
20	71154	04	637	954.00	2011	A
20	71154	05	637	658.00	2011	A
20	71155	01	637	727.00	2011	A
20	71155	01	637	677.00	2011	A
20	71155	01	637	285.00	2011	A
20	71155	05	637	369.00	2011	A
20	71155	06	637	611.00	2011	A
20	71156	00	637	353.00	2011	A
20	71156	01	637	572.00	2011	A
20	71156	01	637	313.00	2011	A
20	71156	01	637	1,486.00	2011	A
20	71156	03	637	1,426.00	2011	A
20	71157	01	637	196.00	2011	A
20	71157	01	637	427.00	2011	A
20	71157	02	637	578.00	2011	A
20	71157	02	637	292.00	2011	A
20	71157	03	637	258.00	2011	A

Parcel ID Number				Special Assessment #	Amount	Effective Year	ACTION
20	71157	04	030	637	140.00	2011	A
20	71157	04	120	637	284.00	2011	A
20	71157	05	090	637	65.00	2011	A
20	71157	05	100	637	217.00	2011	A
20	71157	06	160	637	94.00	2011	A
20	71157	07	110	637	102.00	2011	A
20	71157	07	170	637	68.00	2011	A
20	71160	01	050	637	1,059.00	2011	A
20	71160	01	080	637	1,780.00	2011	A
20	71160	01	120	637	1,132.00	2011	A
20	71160	02	040	637	489.00	2011	A
20	71160	02	180	637	1,040.00	2011	A
20	71160	03	010	637	171.00	2011	A
20	71160	03	280	637	910.00	2011	A
20	71160	03	290	637	153.00	2011	A
20	71160	05	080	637	58.00	2011	A
20	71160	05	160	637	610.00	2011	A
20	71160	08	040	637	623.00	2011	A
20	71160	09	030	637	75.00	2011	A
20	71160	09	070	637	829.00	2011	A
20	71161	02	050	637	170.00	2011	A
20	71161	04	060	637	127.00	2011	A
20	71161	04	270	637	59.00	2011	A
20	71161	05	080	637	1,080.00	2011	A
20	71161	06	030	637	855.00	2011	A
20	71163	01	050	637	63.00	2011	A
20	71163	01	160	637	176.00	2011	A
20	71163	01	170	637	305.00	2011	A
20	71163	02	060	637	540.00	2011	A
20	71163	03	020	637	567.00	2011	A
20	71163	03	170	637	492.00	2011	A
20	71163	03	300	637	814.00	2011	A
20	71163	04	030	637	152.00	2011	A
20	71163	04	130	637	371.00	2011	A
20	71163	04	140	637	130.00	2011	A
20	71163	04	250	637	119.00	2011	A
20	71275	01	042	637	1,035.00	2011	A
20	71275	01	060	637	533.00	2011	A
20	71275	02	070	637	597.00	2011	A
20	71290	01	470	637	1,337.00	2011	A
20	71395	05	070	637	271.00	2011	A
20	71398	01	010	637	1,323.00	2011	A
20	71398	02	250	637	169.00	2011	A

Parcel ID Number				Special Assessment #	Amount	Effective Year	ACTION
20	71399	01	040	637	1,005.00	2011	A
20	71399	01	090	637	748.00	2011	A
20	73250	02	140	637	153.00	2011	A
20	76500	01	050	637	673.00	2011	A
20	76500	02	050	637	56.00	2011	A
20	77200	02	205	637	145.00	2011	A
20	77500	01	460	637	216.00	2011	A
20	77500	01	590	637	311.00	2011	A
20	78201	01	160	637	620.00	2011	A
20	80900	00	040	637	622.00	2011	A
20	81300	01	020	637	817.00	2011	A
20	81300	01	130	637	457.00	2011	A
20	81300	02	080	637	345.00	2011	A
20	81400	02	042	637	163.00	2011	A
20	81403	02	206	637	358.00	2011	A
20	81403	02	403	637	342.00	2011	A
20	81500	01	300	637	226.00	2011	A
20	81501	01	050	637	926.00	2011	A
20	81501	01	090	637	256.00	2011	A
20	81501	01	100	637	1,512.00	2011	A
20	82100	02	060	637	678.00	2011	A
20	82100	03	020	637	663.00	2011	A
20	82100	06	100	637	577.00	2011	A
20	82100	06	250	637	198.00	2011	A
20	82100	06	280	637	741.00	2011	A
20	82100	07	100	637	189.00	2011	A
20	83900	02	020	637	84.00	2011	A
20	84300	01	020	637	1,198.00	2011	A
20	84300	01	100	637	275.00	2011	A
20	84300	01	130	637	943.00	2011	A
20	84300	03	021	637	827.00	2011	A
20	84600	04	050	637	563.00	2011	A
				Total	190,739.00		
				Count	376		

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**Consider Change Order No. 3 and Pay Voucher No. 4 for City Project No. 2011-09D – South Grove Urban Street Reconstruction – Area 6**

Meeting Date: October 24, 2011  
 Item Type: Consent  
 Contact: Thomas J. Kaldunski, 651.450.2572  
 Prepared by: Thomas J. Kaldunski, City Engineer  
 Reviewed by: Scott D. Thureen, Public Works Director  
 SJA CT

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, 402 Park Fund

**PURPOSE/ACTION REQUESTED**

Consider Change Order No. 3 and Pay Voucher No. 4 for City Project No. 2011-09D – South Grove Urban Street Reconstruction – Area 6.

**SUMMARY**

The improvements were ordered as part of the 2011 Pavement Management Program. The contract was awarded in the amount of \$2,661,044.70 to S. M. Hentges and Sons, Inc., on May 9, 2011 for City Project No. 2011-09D South Grove Urban Street Reconstruction, Area 6.

Change Order No. 3, a contract deduction in the amount of \$16,155.06, is for 3 items as follows: 1. Substitution of FlexTerra hydroseeding for sod in Skyview Park areas and the agricultural field boulevard along Dawn Avenue; 2. Filling in of existing ditches at the McPhillips site to allow for storm sewer installation; and 3. Installation of an additional manhole structure for the infiltration basin in the 69<sup>th</sup> St. right-of-way east of the South St. Paul Airport property. The contractor has completed the work through September 30, 2011 in accordance with the contract plans and specifications. A five (5) percent retainage will be maintained until the project is completed.

I recommend approval of Change Order No. 3 in the amount of (\$16,155.06) (for a revised contract amount of \$2,662,432.17), and approval of Payment Voucher No. 4 in the amount of \$447,037.12 for work on City Project No. 2011-09D – South Grove Urban Street Reconstruction Area 6.

TJK/kf

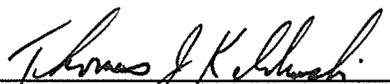
Attachments: Change Order No. 3  
Pay Voucher No. 4

**CHANGE ORDER NO. 3**

**2011 PAVEMENT MANAGEMENT PROGRAM  
CITY PROJECT NO. 2011-09D  
URBAN STREET RECONSTRUCTION – SOUTH GROVE AREA 6**

<p>Owner: City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077</p> <p>Contractor: S.M. Hentges and Sons, Inc. 650 Quaker Ave. Jordan, MN 55352</p>	<p>Date of Issuance: October 14, 2011</p> <p>Engineer: City Engineer</p>
<p><b><u>PURPOSE OF CHANGE ORDER</u></b></p> <p>See attached.</p>	
<b>CHANGE IN CONTRACT PRICE</b>	<b>CHANGE IN CONTRACT TIME</b>
Original Contract Price: \$2,661,044.70	Original Contract Time:
Previous Change Orders \$17,542.53	Net Change from Previous Change Orders
Contract Price Prior to this Change Order \$2,678,587.23	Contract Time Prior to this Change Order
Net Increase (Decrease) of this Change Order (\$16,155.06)	Net Increase (Decrease) of Change Order
Contract Price with all Approved Change Orders \$2,662,432.17	Contract Time with Approved Change
Recommended By:  Nick Hahn, Engineering Technician	Approved By: _____ S.M. Hentges and Sons, Inc.

Approved By:

  
Thomas J. Kadunski, City Engineer

Approved By:

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

Date of Council Action:

October 24, 2011

## ATTACHMENT TO CHANGE ORDER NO. 3

### CITY PROJECT NO. 2011-09D – URBAN STREET RECONSTRUCTION SOUTH GROVE AREA 6

#### Description of Changes:

##### Substitution of FlexTerra Hydroseeding for Sod

To save on project costs and staff maintenance work to achieve turf establishment at Skyview Park and the agricultural field boulevard along Dawn Avenue, the decision was made by project engineering staff to substitute FlexTerra hydroseeding for sod. Sod requires extensive watering beyond the contractor's 30-day maintenance period, and it would be a burden for maintenance staff to perform the watering to achieve acceptable turf establishment. Staff also realized that the owner of the agricultural field along Dawn Avenue would not likely water the sod, causing it to die. Hydroseeding does not require extensive watering to achieve acceptable turf establishment and so would make a more desirable alternative. In addition, this substitution achieves a net project cost savings of \$20,274.30. Sod installation in these areas would have cost \$37,026.00. This work was done as time-and-materials work with an agreed price of \$16,751.70.

Total Deduction of Sod Costs from Contract = (14,520 SY) x \$2.55/SY = (\$37,026.00)  
Total Cost of FlexTerra Hydroseeding = \$16,751.70  
Net Project Cost Deduction = (\$20,274.30)

##### Filling in of Existing Drainage Ditches at the McPhillips Site

Before the contractor began installation of the storm sewer at the McPhillips site, two existing drainage ditches were discovered that were draining natural springs. These springs were not noted on the plan sheet. The proposed storm sewer crossed the ditches at a perpendicular angle, so they had to be filled in to provide soil bedding and cover for the pipe. Drain tile was installed to drain the springs and was paid for using the appropriate contract pay items. This work was done as time-and-materials work with an agreed price of \$1,234.00.

Total Cost to Fill in Existing Ditches = \$1,234.00

##### Installation of Additional Manhole at 69<sup>th</sup> St. Infiltration Basin

Conflicting information in the plan set resulted in the PVC underdrain for the infiltration basin being installed one foot lower than what would be needed to connect to Manhole 34A, which was previously installed during storm sewer mainline work. In order to correct this, an additional manhole, Manhole 34B, was installed to adjust the pipe grade. This work was done as time-and-materials work with an agreed price of \$2,885.24.

Total Cost to Install Manhole 34B = \$2,885.24

**Net Cost Deduction of Revisions      (\$16,155.06)**



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**Consider Final Pay Voucher No. 2, Engineer's Final Report, and Resolution Accepting Work for City Project No. 2011-09F – 65<sup>th</sup> Street Construction**

Meeting Date: October 24, 2011  
 Item Type: Consent  
 Contact: Thomas J. Kaldunski, 651.450.2572  
 Prepared by: Thomas J. Kaldunski, City Engineer  
 Reviewed by: Scott D. Thureen, Public Works Director

TJK  
 ST  
 ST

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, Utility Fund, and Special Assessments.

**PURPOSE/ACTION REQUESTED**

Consider Final Pay Voucher No. 2, Engineer's Final Report, and Resolution Accepting Work for City Project No. 2011-09F – 65<sup>th</sup> Street Construction.

**SUMMARY**

The improvements were ordered as part of the 2011 Pavement Management Program. The contract was awarded in the amount of \$65,449.05 to Ace Blacktop, Inc., on June 27, 2011 for City Project No. 2011-09F – 65<sup>th</sup> Street Reconstruction. This project improves 65<sup>th</sup> Street and the access to the new Cameron's Liquor Store.

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

I recommend approval of Final Pay Voucher No. 2 in the amount of \$3,793.77, acceptance of the Engineer's Final Report, and approval of the Resolution Accepting Work for City Project No. 2011-09F – 65<sup>th</sup> Street Construction.

TJK/kf

Attachments: Final Pay Voucher No. 2  
 Engineer's Final Report  
 Resolution Accepting Work

CITY OF INVER GROVE HEIGHTS  
CONSTRUCTION PAY VOUCHER

ESTIMATE NO: 2 (Final)  
DATE: October 24, 2011  
PERIOD ENDING: October 31, 2011  
CONTRACT: 2011 Pavement Management Program  
PROJECT NO: 2011-09F – 65<sup>th</sup> Street Reconstruction

TO: Ace Blacktop, Inc.  
7280 Dickman Trail  
Inver Grove Heights, MN 55076

Original Contract Amount .....\$65,449.05  
Total Addition (Change Order No. 1) .....\$6,683.30  
Total Deduction .....\$0.00  
Total Contract Amount.....\$72,132.35  
Total Value of Work to Date..... \$72,132.35  
Less Retained (0%)..... \$0.00  
Less Previous Payment.....\$68,338.58  
Total Approved for Payment this Voucher..... \$3,793.77  
Total Payments including this Voucher .....\$72,132.35

**Approvals:**

Pursuant to our field observation, I hereby recommend for payment the above state amount for work performed through October 31, 2011.

Signed by: Thomas J. Kadunski October 24, 2011  
Thomas J. Kadunski, City Engineer  
Signed by: Alice D. Schull, Secretary 10-17-11  
Ace Blacktop, Inc. Date  
Signed by: \_\_\_\_\_ October 24, 2011  
George Tourville, Mayor

CITY OF INVER GROVE HEIGHTS  
DAKOTA COUNTY, MINNESOTA

ENGINEER'S REPORT OF FINAL ACCEPTANCE

CITY PROJECT NO. 2011-09F  
65TH STREET RECONSTRUCTION

October 24, 2011

TO THE CITY COUNCIL  
INVER GROVE HEIGHTS, MINNESOTA

HONORABLE MAYOR AND CITY COUNCIL MEMBERS:

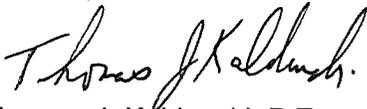
This is to advise you that I have received the work under contract to Ace Blacktop, Inc. The work consisted of street reconstruction and water main.

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

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

ORIGINAL CONTRACT PRICE	\$65,449.05
CHANGE ORDERS (Addition)	\$6,683.30
FINAL CONTRACT AMOUNT	\$72,132.35
FINAL VALUE OF WORK	\$72,132.35
PREVIOUS PAYMENTS	\$68,338.58
BALANCE DUE	\$3,793.77

Sincerely,



Thomas J. Kaldunski, P.E.  
City Engineer

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

**RESOLUTION ACCEPTING WORK OF ACE BLACKTOP, INC. AND AUTHORIZING FINAL  
PAYMENT IN THE AMOUNT OF \$3,793.77**

**2011 PAVEMENT MANAGEMENT PROGRAM  
CITY PROJECT NO. 2011-09F – 65TH STREET RECONSTRUCTION**

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

**WHEREAS**, pursuant to a written contract with the City of Inver Grove Heights dated June 27, 2011, Ace Blacktop, Inc., satisfactorily completed improvements and appurtenances for the 2011 Pavement Management Program, City Project No. 2011-09F – 65th Street Reconstruction.

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

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

Adopted by the City Council of Inver Grove Heights this 24<sup>th</sup> day of October 2011.

AYES:  
NAYS:

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

ATTEST:

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

2011 PAVEMENT MANAGEMENT PROGRAM  
65TH STREET RECONSTRUCTION  
City Project # 2011-09F

Ace Blacktop Inc.

BASE BID

Item No.	MN/Dot No.	Item Description	Unit	Contract Quantity	Quantity to Date	Contract Unit Price	Total Estimated Cost	Contract Cost to Date
1	2021.501	MOBILIZATION	LS	1	1	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
2	2101.501	CLEARING	EA	5	5	\$ 150.00	\$ 750.00	\$ 750.00
3	2101.506	GRUBBING	EA	5	5	\$ 100.00	\$ 500.00	\$ 500.00
4	2104.501	REMOVE CURB AND GUTTER	LF	11	20	\$ 5.00	\$ 55.00	\$ 100.00
5	2104.505	REMOVE BITUMINOUS PAVEMENT	SY	500	500	\$ 3.00	\$ 1,500.00	\$ 1,500.00
6	2104.501	REMOVE WATER MAIN	LF	150	157	\$ 5.00	\$ 750.00	\$ 785.00
7	2104.501	REMOVE SANITARY SEWER SERVICE PIPE	LF	30	30	\$ 10.00	\$ 300.00	\$ 300.00
8	2104.509	REMOVE WATER SERVICE AND CURB BOX	EA	1	1	\$ 300.00	\$ 300.00	\$ 300.00
9	2104.509	REMOVE CASTING & RINGS	EA	2	2	\$ 85.00	\$ 170.00	\$ 170.00
10	2105.501	COMMON EXCAVATION (P)	CY	570	570	\$ 9.00	\$ 5,130.00	\$ 5,130.00
11	2105.503	SOLID ROCK EXCAVATION (EV)	CY	80	5	\$ 0.01	\$ 0.80	\$ 0.05
12	2105.526	SELECT TOPSOIL BORROW (LV)	CY	20	53.5	\$ 25.00	\$ 500.00	\$ 1,337.50
13	2105.522	SELECT GRANULAR BORROW (CV)	CY	463	426	\$ 14.50	\$ 6,713.50	\$ 6,177.00
14	2357.502	BITUMINOUS MATERIAL FOR TACK COAT	GAL	25	25	\$ 5.00	\$ 125.00	\$ 125.00
15	2360.501	TYPE SP WEARING COURSE MIXTURE (3,C)	TON	61	61	\$ 85.00	\$ 5,185.00	\$ 5,185.00
16	2360.502	TYPE SP NON-WEARING COURSE MIXTURE (3,C)	TON	61	61	\$ 85.00	\$ 5,185.00	\$ 5,185.00
17	2211.501	AGGREGATE BASE, CLASS 5	TON	265	385	\$ 11.75	\$ 3,113.75	\$ 4,523.75
18	2531.501	CONCRETE CURB & GUTTER DESIGN B-618	LF	190	187	\$ 16.00	\$ 3,040.00	\$ 2,992.00
19	2531.507	8" CONCRETE DRIVEWAY PAVEMENT	SY	76	83	\$ 47.25	\$ 3,591.00	\$ 3,921.75
20	2506.516	CASTING ASSEMBLY	EA	2	2	\$ 400.00	\$ 800.00	\$ 800.00
21	2503.602	FURNISH AND INSTALL EXTERNAL CHIMNEY SEAL	EA	1	1	\$ 250.00	\$ 250.00	\$ 250.00
22	2506.522	ADJUST FRAME & RING CASTING (NEW RINGS)	EA	2	2	\$ 400.00	\$ 800.00	\$ 800.00
23	2504.602	CONNECT TO EXISTING WATER MAIN	EA	2	2	\$ 1,800.00	\$ 3,600.00	\$ 3,600.00
24	2504.608	DUCTILE IRON FITTINGS	LB	170	39.4	\$ 5.00	\$ 850.00	\$ 197.00
25	2504.603	8" WATERMAIN DUCTILE IRON CL 52	LF	150	157	\$ 87.00	\$ 13,050.00	\$ 13,659.00
26	2575.505	SODDING, TYPE LAWN	SY	60	0	\$ 10.00	\$ 600.00	\$ -
27	2575.605	SEEDING, MN/DOT MIX NO. 250	SY	123	467	\$ 5.00	\$ 615.00	\$ 2,335.00
28	2575.53	STORM DRAIN INLET PROTECTION	EA	3	0	\$ 75.00	\$ 225.00	\$ -
29	2563.602	TRAFFIC CONTROL	LS	1	1	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
30	2582.502	LINEAR MARKINGS 4" WIDTH LATEX SOLID WHITE	LF	100	72	\$ 2.00	\$ 200.00	\$ 144.00
31	2582.502	LINEAR MARKINGS 4" WIDTH LATEX SOLID DOUBLE YELLOW	LF	100	163	\$ 4.00	\$ 400.00	\$ 652.00
32	2582.501	PAVEMENT MESSAGE (RIGHT ARROW) LATEX	EA	1	1	\$ 50.00	\$ 50.00	\$ 50.00
33	2582.501	PAVEMENT MESSAGE (LEFT-THRU ARROW) LATEX	EA	1	1	\$ 100.00	\$ 100.00	\$ 100.00
34	SPECIAL	IRRIGATION ALLOWANCE	LS	1	0	\$ 500.00	\$ 500.00	\$ -
35	SPECIAL	WATER USAGE ALLOWANCE	LS	1	1	\$ 500.00	\$ 500.00	\$ 500.00
36	SPECIAL	STORM WATER ALLOWANCE	LS	1	0	\$ 1,500.00	\$ 1,500.00	\$ -
Total:							\$ 65,449.05	\$ 66,569.05

\*\$1,120 is for the seeding, topsoil, and sod alterations and is reflected in the quantities above.

Original Contract Amount:	\$ 65,449.05	
Change Order No. 1*:	\$ 6,683.30	\$ 5,563.30
Current Contract Amount:	\$ 72,132.35	
Contract Work Completed to Date:		\$ 72,132.35
Retainage (0%):		\$ 0.00
Previous Payments:		\$ 68,338.58
Amount Due This Final Payment #2:		\$ 3,793.77

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**Resolution Approving Amendment to Revised and Restated Joint Powers Agreement (JPA) Establishing a Watershed Management Organization for the Lower Mississippi River Watershed**

Meeting Date: October 24, 2011  
 Item Type: Consent  
 Contact: Scott D. Thureen, 651.450.2571  
 Prepared by: Scott D. Thureen, Public Works Director  
 Reviewed by: *SDT*

	Fiscal/FTE Impact:
<input 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 resolution approving Amendment to Revised and Restated Joint Powers Agreement (JPA) establishing a Watershed Management Organization for the Lower Mississippi River Watershed.

**SUMMARY**

The Lower Mississippi River Watershed Management Organization (LMRWMO) has been operational since 1985 and includes the cities of Inver Grove Heights, West St. Paul, South St. Paul, St. Paul, Mendota Heights, Sunfish Lake and Lilydale. The current JPA expires the end of this year and needs to be renewed and executed by all the parties.

The current version of the LMRWMO JPA is still in the process of being updated by the WMO Board. That update will not be finalized before the current JPA expires at the end of 2011. The attached amendment simply extends the term of the existing JPA for 12 months, through 2012.

I recommend adoption of the resolution approving the amendment to the JPA.

SDT/kf

Attachments: Resolution  
 Amendment to LMRWMO JPA

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

**RESOLUTION APPROVING AN AMENDMENT TO THE REVISED AND RESTATED JOINT  
POWERS AGREEMENT ESTABLISHING A WATERSHED MANAGEMENT ORGANIZATION FOR  
THE LOWER MISSISSIPPI RIVER WATERSHED**

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

**WHEREAS**, the City Council in 1985 entered into a joint powers agreement (JPA) between the cities of South St. Paul, Inver Grove Heights, West St. Paul, Mendota Heights, Sunfish Lake, Lilydale and St. Paul establishing the Lower Mississippi River Watershed Management Organization (WMO); and

**WHEREAS**, the City Council entered into a joint powers agreement for a revised and restated JPA on November 13, 2001; and

**WHEREAS**, the aforementioned joint powers agreement expires on December 31, 2011; and

**WHEREAS**, the WMO Board of Managers has recently approved and adopted an updated watershed management plan; and

**WHEREAS**, the WMO Board of Managers is currently considering updates to the JPA; and

**WHEREAS**, this update will not be completed before the current JPA expires at the end of 2011; and

**WHEREAS**, the WMO Board of Managers has presented an amendment to all of the member cities to extend the term of the current JPA to the end of 2012.

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

1. That the Amendment to the JPA is hereby approved.
2. That the Mayor and the Deputy Clerk are hereby authorized and directed to execute and deliver the Amendment to the JPA in the name and on behalf of the City.

Adopted by the City Council of Inver Grove Heights this 24th day of October 2011.

AYES:

NAYS:

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

ATTEST:

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

**AMENDMENT  
TO  
REVISED AND RESTATED JOINT POWERS AGREEMENT  
ESTABLISHING A WATERSHED MANAGEMENT ORGANIZATION  
FOR THE LOWER MISSISSIPPI RIVER WATERSHED**

THE PARTIES TO THIS AGREEMENT are members of the Lower Mississippi River Watershed Management Organization. This Amendment is made pursuant to the authority conferred upon the parties by Minn. Stat. 1994 §§ 471.59 and 103B.201, et. seq.

**1. EXISTING AGREEMENT.** The existing Revised and Restated Joint Powers Agreement for the Lower Mississippi River Watershed Management Organization shall remain in full force and effect, except as specifically amended by this Amendment.

**2. AMENDMENT.** Section 2 of the Joint Powers Agreement is amended in its entirety to read:

**DURATION.** Each member agrees to be bound by the terms of this Agreement until January 1, 2013. It may be continued thereafter upon the agreement of all the parties.

**3. EFFECTIVE DATE.** This Amendment shall be in full force and effect when all seven (7) members file a certified copy of a resolution approving this Amendment and have executed this Amendment and filed the executed Amendment with the Board. All members need not sign the same copy.

**IN WITNESS WHEREOF,** the undersigned governmental units, by action of their governing bodies, have caused this Amendment to be executed. All parties need not sign the same copy.

Approved by the City Council  
\_\_\_\_\_, 20\_\_.

**CITY OF INVER GROVE HEIGHTS**

BY: \_\_\_\_\_

Attest: \_\_\_\_\_

Approved by the City Council  
\_\_\_\_\_, 20\_\_.

**CITY OF LILYDALE**

BY: \_\_\_\_\_

Attest: \_\_\_\_\_

Approved by the City Council  
\_\_\_\_\_, 20\_\_.

**CITY OF MENDOTA HEIGHTS**

BY: \_\_\_\_\_

Attest: \_\_\_\_\_

Approved by the City Council  
\_\_\_\_\_, 20\_\_.

**CITY OF ST. PAUL**

BY: \_\_\_\_\_

Attest: \_\_\_\_\_

Approved by the City Council  
\_\_\_\_\_, 20\_\_.

**CITY OF SOUTH ST. PAUL**

BY: \_\_\_\_\_

Attest: \_\_\_\_\_

Approved by the City Council  
\_\_\_\_\_, 20\_\_.

**CITY OF SUNFISH LAKE**

BY: \_\_\_\_\_

Attest: \_\_\_\_\_

Approved by the City Council  
\_\_\_\_\_, 20\_\_.

**CITY OF WEST ST. PAUL**

BY: \_\_\_\_\_

Attest: \_\_\_\_\_

**AMENDMENT  
TO  
REVISED AND RESTATED JOINT POWERS AGREEMENT  
ESTABLISHING A WATERSHED MANAGEMENT ORGANIZATION  
FOR THE LOWER MISSISSIPPI RIVER WATERSHED**

THE PARTIES TO THIS AGREEMENT are members of the Lower Mississippi River Watershed Management Organization. This Amendment is made pursuant to the authority conferred upon the parties by Minn. Stat. 1994 §§ 471.59 and 103B.201, *et. seq.*

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**3. EFFECTIVE DATE.** This Amendment shall be in full force and effect when all seven (7) members file a certified copy of a resolution approving this Amendment and have executed this Amendment and filed the executed Amendment with the Board. All members need not sign the same copy.

**IN WITNESS WHEREOF,** the undersigned governmental units, by action of their governing bodies, have caused this Amendment to be executed. All parties need not sign the same copy.

Approved by the City Council  
\_\_\_\_\_, 20\_\_.

**CITY OF INVER GROVE HEIGHTS**

BY: \_\_\_\_\_

Attest: \_\_\_\_\_

Approved by the City Council  
\_\_\_\_\_, 20\_\_.

**CITY OF LILYDALE**

BY: \_\_\_\_\_

Attest: \_\_\_\_\_

Approved by the City Council  
\_\_\_\_\_, 20\_\_.

**CITY OF MENDOTA HEIGHTS**

BY: \_\_\_\_\_

Attest: \_\_\_\_\_

Approved by the City Council  
\_\_\_\_\_, 20\_\_.

**CITY OF ST. PAUL**

BY: \_\_\_\_\_

Attest: \_\_\_\_\_

Approved by the City Council  
\_\_\_\_\_, 20\_\_.

**CITY OF SOUTH ST. PAUL**

BY: \_\_\_\_\_

Attest: \_\_\_\_\_

Approved by the City Council  
\_\_\_\_\_, 20\_\_.

**CITY OF SUNFISH LAKE**

BY: \_\_\_\_\_

Attest: \_\_\_\_\_

Approved by the City Council  
\_\_\_\_\_, 20\_\_.

**CITY OF WEST ST. PAUL**

BY: \_\_\_\_\_

Attest: \_\_\_\_\_

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**Approve Resolution Awarding Contract for Televising Services for City Project No. 2012-09D Urban Street Reconstruction – 65<sup>th</sup> Street Area**

Meeting Date: October 24, 2011  
 Item Type: Consent  
 Contact: Thomas J. Kaldunski, 651.450.2572  
 Prepared by: Steve W. Dodge, Assistant City Engineer  
 Reviewed by: Scott D. Thureen, Public Works Director

*SJA*

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, State Aid Funds, Sewer Fund, Water Fund

**PURPOSE/ACTION REQUESTED**

Approve resolution awarding contract for televising services to Pipe Services Corporation for City Project No. 2012-09D Urban Street Reconstruction – 65<sup>th</sup> Street Area.

**SUMMARY**

On September 12, 2011, the Council adopted a resolution authorizing the preparation of a feasibility report for the project.

In order to continue preparing for the 2012 reconstruction project, televising of storm and sanitary sewer systems need to commence at this time. There is 10,597 lineal feet of sanitary sewer and 8,312 lineal feet of storm sewer in addition to 118 manholes on 65<sup>th</sup> Street Area project. The information will be utilized in preparation of the final plans and bid documents. Time is of the essence, since winter conditions are not conducive to retrieving accurate televising reports. Engineering Staff have requested quotes from three area televising companies and received 1 quote from Pipe Services Corporation for \$19,022.65.

I recommend that the City Council approve the resolution awarding the contract for televising services to Televising Services Corporation in the amount of \$19,022.65 for City Project No. 2012-09D Urban Street Reconstruction – 65<sup>th</sup> Street Area.

TJK/kf

Attachments: Resolution  
 Quote

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

**RESOLUTION AWARDING CONTRACT FOR TELEVISIONING SERVICES FOR CITY PROJECT NO.  
2012-09D URBAN STREET RECONSTRUCTION – 65TH STREET AREA**

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

**WHEREAS**, as part of the City's Pavement Management Program, the 65th Street East area has been identified for reconstruction in 2012; and

**WHEREAS**, on September 12, 2011, City Council adopted a resolution accepting the proposal of Bolton & Menk Inc. to prepare a feasibility report for the project; and

**WHEREAS**, televising of storm sewer and sanitary sewer systems are needed for preparation of final plans and bidding documents for the project.

**NOW, THEREFORE, BE IT RESOLVED THAT:**

1. The City Council authorizes staff to enter into a contract with Pipe Services Corporation for \$19,022.65 for storm and sanitary sewer televising services for City Project No. 2012-09D – 65th Street Area.
2. Funding shall come from the Sewer Fund and the Pavement Management Fund.

Adopted this 24th day of October 2011 by the City Council of Inver Grove Heights, MN

AYES  
NAYS

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

ATTEST:

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



16281 Baseline Ave.  
Shakopee, MN 55379  
952.445.3173

October 19, 2011

Brian Hilgardner, P.E.  
Senior Project Manager  
Bolton & Menk, Inc.  
12224 Nicollet Ave.  
Burnsville, MN 55337

Dear Brian;

Please find enclosed our proposal for the City of Inver Grove Heights, MN for Television Inspection Of sanitary and storm sewer. . **"QUOTATION Request BMI PROJECT# T18.103889**

Our proposal includes the guidelines set by the City of Inver Grove Heights with the following additions.

*Our bid is based on the following provisions and understandings:*

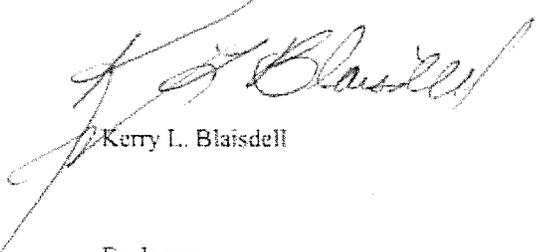
1. CONTRACTOR to provide 2 typed reports and DVD's for televised services. Our new reporting system has the ability to provide you with 4 color stills of major incidents plus a summary report of all "significant" incidents. All televising will be completed in certified PACP format. The information will be made available in an importable GIS database for the city.
2. CONTRACTOR to be allowed to draw water from CITY fire hydrants at no additional charge.
3. CITY to provide sewer maps and to locate and expose all manholes. Our reporting system requires a pipe ID number as well as manhole numbers.
4. Tentative completion date is January 1, 2012 with weather permitting.

We look forward to the opportunity to work again with the City of Inveer Grove Heights, MN.

Thank you.

Regards.

PIPE SERVICES CORPORATION



Kerry L. Blaisdell

Enclosure

**BID FORM**

City of Inver Grove Heights

2012 - 09D Urban Street Reconstruction Project

BMI PROJECT # T18.103889

PROJECT: T18.103889 - Preliminary Design/Site Plans/Specifications/Plans/Estimate/Bid Tab

BIDDER agrees to perform all of the work described in the CONTRACT DOCUMENTS for the following unit prices:

NOTE: BIDS shall include sales tax and all applicable taxes and fees.

BIDDER must fill in unit prices in numerals, make extension for each item, and total.

ITEM NO.	ITEM	APPROX. QUANT.	UNIT	UNIT PRICE	AMOUNT
1	Sanitary Sewer (6" to 18") - TV Inspection	10,597	LF	.85	9,007.45
2	Storm Sewer (12" to 24") - TV Inspection	8,312	LF	.85	7,065.20
3	Manhole Inspection	118	EACH	25.00	2,950.00

TOTAL BID AMOUNT :

19,022.65

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**Dakota County's 2012-2016 Capital Improvement Program**

Meeting Date: October 24, 2011  
 Item Type: Consent  
 Contact: Scott D. Thureen, 651-450-2571  
 Prepared by: Scott D. Thureen, Public Works Director  
 Reviewed by: 

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

**PURPOSE/ACTION REQUESTED**

Consider a resolution supporting Dakota County's draft 2012-2016 Capital Improvement Program (CIP).

**SUMMARY**

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

Dakota County is requesting that cities pass a resolution supporting their five-year CIP. With the exception of Stage 3 of the C.R. 28 (80th Street) project, the projects listed on the attached resolution are the projects identified in Dakota County's draft CIP. The projects shown and recommended are based on identified future needs. The projects would be advanced based on funding availability. Public Works has reviewed the projects as proposed and we recommend passage of the resolution as presented.

SDT/kf

Attachments: Resolution  
 Map

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

**RESOLUTION SUPPORTING DAKOTA COUNTY'S 2012-2016 CAPITAL IMPROVEMENT PROGRAM (CIP)**

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

**WHEREAS**, Dakota County has requested that the City of Inver Grove Heights provide a list of projects for inclusion in Dakota County's 2012-2016 Transportation Plan, and

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

**PROJECT**

- CR 28 – 80<sup>th</sup> Street from T.H. 3 to 0.62 miles east
- CR 73 – Akron Avenue from Cliff Road (CSAH 32) to Rosemount border
- CSAH 26 – Roundabout at T.H. 3 and 70<sup>th</sup> Street (CSAH 26)
- CSAH 32 – Cliff Road from Rich Valley Boulevard (CSAH 71) to T.H. 52 – Arterial Connector Study
- CR 28 – Yankee Doodle Road/80<sup>th</sup> Street – Stage 3, Interchange at T.H. 55/Argenta Trail (CSAH 63)

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

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF INVER GROVE HEIGHTS THAT:** The following projects be included in Dakota County's 2012-2016 Transportation CIP for construction in the years indicated:

CR 28 (80 <sup>th</sup> Street east of T.H. 3) (City Project 2008-05) (Dakota County Project CP 28-48)	2012 Right-of-Way 2013 Right-of-Way 2016 Construction
CSAH 73 – Akron Ave. from Cliff Road (CSAH 32) to Rosemount border (City Project 2005-02) (Dakota County Project CP 73-18)	2013 Design/Right-of-Way 2014 Construction
CSAH 26 – Roundabout at T.H. 3 and 70 <sup>th</sup> Street (CSAH 26) (City Project 2009-25) (Dakota County Project CP 26-47)	2016 Construction
CSAH 32 – Cliff Road from Rich Valley Blvd. (CSAH 71) to T.H. 52 – Arterial Connector Study (City Project 2005-03) (Dakota County Project CP 97-111)	2012 Area Study
CR 28 (Yankee Doodle Road/80 <sup>th</sup> Street) – Stage 3 Interchange at T.H. 55 and Argenta Trail (CSAH 63)	2016 Design

Adopted by the City Council of Inver Grove Heights this 24th day of October 2011.

AYES:

NAYS:

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

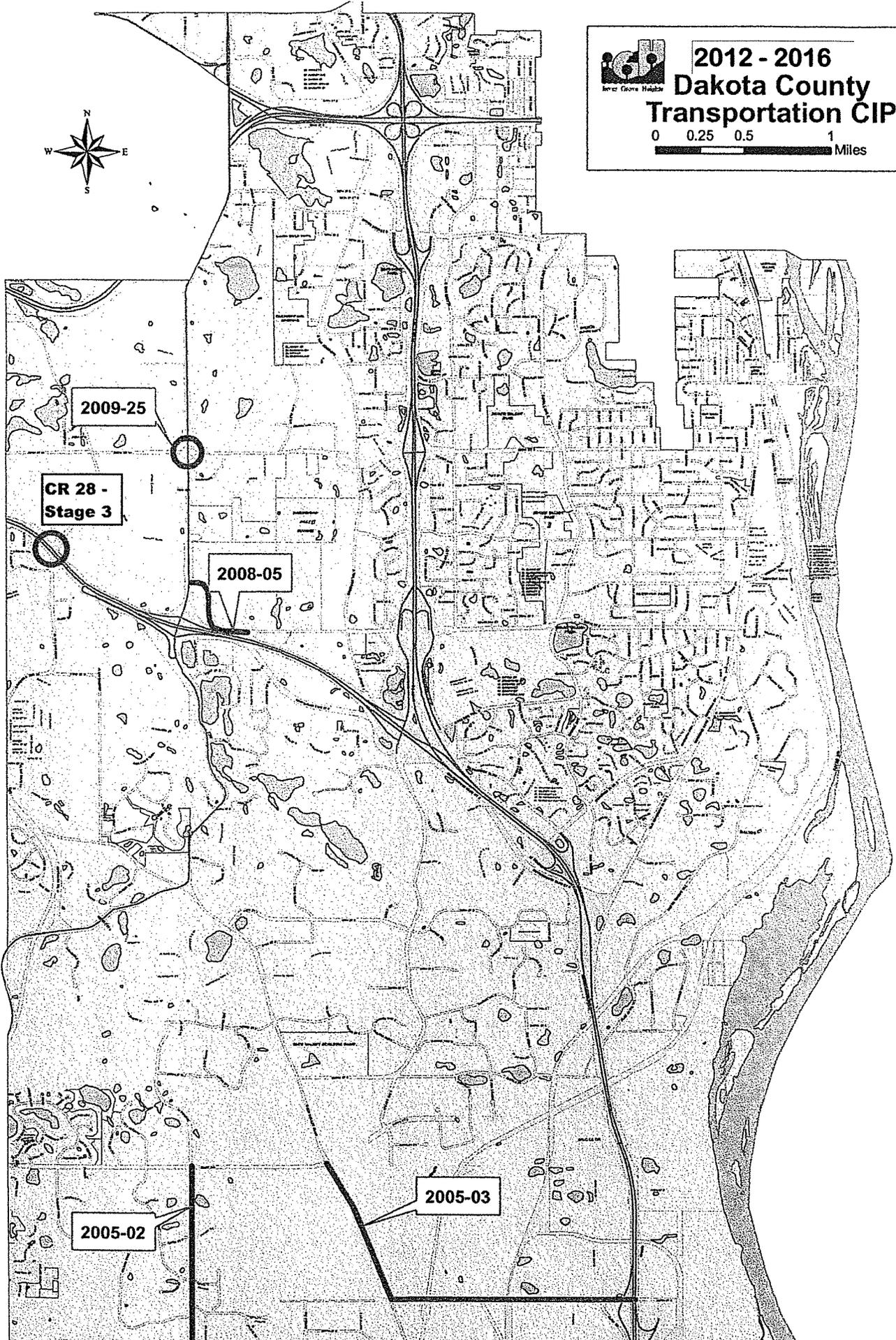
ATTEST:

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



# 2012 - 2016 Dakota County Transportation CIP

0 0.25 0.5 1  
Miles



**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**Acquisition of 6549 Doffing Avenue**

Meeting Date: October 24, 2011  
 Item Type: Consent  
 Contact: Thomas J. Link: 651-450-2546  
 Prepared by: Tom Link, Director of Community Development  
 Reviewed by: N/A

*TJL*

<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**

The City Council is to consider adoption of the enclosed Resolution Approving the Acquisition of Property at 6549 Doffing Avenue.

**SUMMARY**

The City established the Doffing Avenue Voluntary Acquisition Program to acquire properties in the Doffing Avenue Area. The purpose of this program is to acquire properties, on a voluntary basis, in the Doffing Avenue Area so that the buildings can be removed, the floodplain restored, and the area eventually redeveloped as a community riverfront park.

The City has a contract with the Dakota County Community Development Agency (CDA) to assist with the administration of the acquisition program. The CDA has sent letters to all Doffing Avenue Area property owners informing them of the voluntary acquisition program. The City and the CDA have acquired 22 properties.

James and April Dziejewic are the owners of a single family residence at 6549 Doffing Avenue. The property is legally described as Lot 10 and the south half of 11, Block 33, Inver Grove Factory Addition. The Dziejewics contacted the CDA and requested the City to purchase their property.

An environmental investigation was conducted because the Dziejewic property lies adjacent to two commercial properties. The Bee Line Auto Repair lies along the north side of the Dziejewic property and the Allied Waste Haulers along the west side. The findings were very similar to that found at the Scott Priebe property across the street:

- Chromium exceeded the State standards
- It is unlikely that the type of chromium detected is of concern
- The chromium exceedance, therefore, is “not considered a contaminant of concern”

The enclosed resolution would approve the acquisition of the property, through the CDA. The key provisions of the purchase agreement are:

- The purchase price would be \$200,000
- The closing would occur in November, 2011
- The Dziejwics would lease the detached garage from the City for up to 24 months
- The Dziejwics would pay personal property tax, estimated at \$350-\$360 annually, for the period of time that they lease the detached garage
- The Dziejwics would pay the state deed tax
- The City would pay the title commitment, title insurance premium, recording fees, and closing costs

The property lies outside the Mississippi River Floodplain and, therefore, is not eligible for reimbursement from DNR or CDBG Grant funds. The acquisition would be funded out of the City's General Fund, as budgeted.

Staff recommends approval of the Resolution Approving the Acquisition of Property at 6549 Doffing Avenue.

Enc: Resolution  
Map  
Purchase Agreement

cc: Lori Zierden, Dakota County Community Development Agency

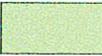
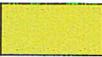


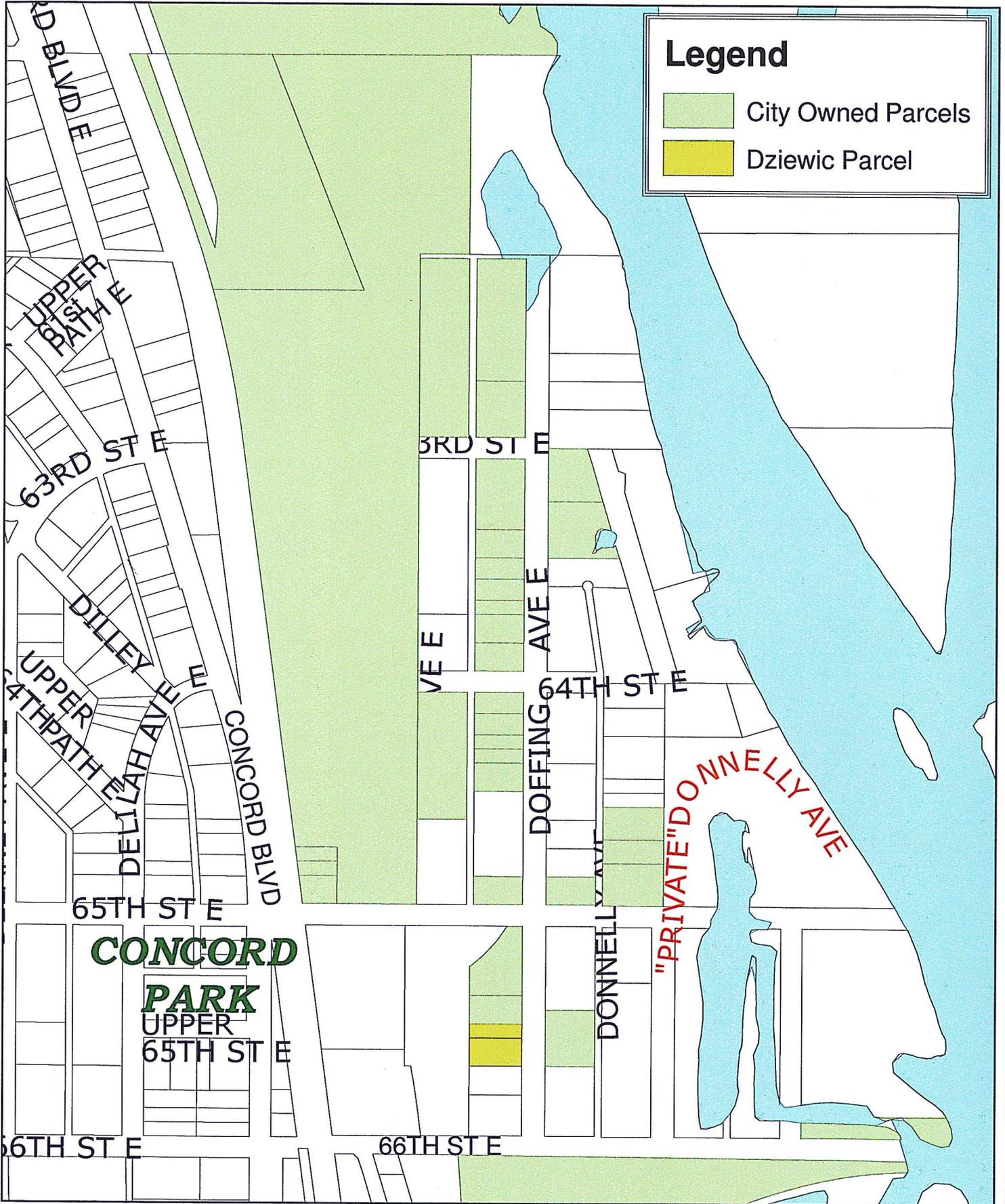
# Doffing Avenue Voluntary Acquisition Program

October, 2011



## Legend

-  City Owned Parcels
-  Dziewic Parcel



**CITY OF INVER GROVE HEIGHTS**

**DAKOTA COUNTY, MINNESOTA**

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

**RESOLUTION APPROVING THE ACQUISITION OF PROPERTY  
AT 6549 DOFFING AVENUE**

**WHEREAS**, the City established a program for the voluntary acquisition of properties along Doffing Avenue in the Mississippi River Floodplain for the purpose of eventually reclaiming the floodplain and developing a community riverfront park; and

**WHEREAS**, James and April Dziejewicz are the owners of a single family residence at 6549 Doffing Avenue, legally described as Lot 10 and the south half of 11, Block 33, Inver Grove Factory Addition, Dakota County, Minnesota, and has requested the City to acquire the property.

**NOW, THEREFORE, BE IT RESOLVED, THAT THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS** hereby approves the acquisition of 6549 Doffing Avenue from James and April Dziejewicz, through the offices of the Dakota County Community Development Agency; and

**NOW, THEREFORE, BE IT FURTHER RESOLVED, THAT THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS** hereby authorizes payment in the amount of \$200,000, plus State Deed Tax and title insurance premium, to be paid for from the City's General Fund.

**NOW, THEREFORE, BE IT FURTHER RESOLVED, THAT THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS** hereby approves the attached Purchase Agreement and Lease Agreement.

Passed by the City Council of the City of Inver Grove Heights on the \_\_\_\_\_ day of \_\_\_\_\_, 2011.

AYES:  
NAYS:

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

ATTEST:

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

## PURCHASE AGREEMENT

This Purchase Agreement (Agreement) is made this 24<sup>th</sup> day of October, 2011, by and between James W. Dziewic and April D. Dziewic, husband and wife, (hereinafter referred to as the "Seller"), and the Dakota County Community Development Agency (CDA), a public body corporate and politic organized under the laws of Minnesota (hereinafter referred to as the "Buyer").

**Section 1. Purchase Price.** The Dakota County CDA desires to purchase two (2) parcels of property located at 6549 Doffing Avenue East, Inver Grove Heights, Minnesota, legally described on **Exhibit A** attached hereto, including all buildings and improvements thereon (hereinafter collectively referred to as the "Property") all of which the undersigned Seller has this day sold to Buyer for the sum of:

**Two Hundred Thousand Dollars (\$200,000.00)** to be paid as follows:

- a. One Thousand dollars (\$1,000.00) as earnest money on the date of execution of this Agreement; and
- b. One Hundred Ninety-nine Thousand dollars (\$199,000.00) on the date of closing.

The Property also includes the following:

All garden bulbs, plants, shrubs and trees, all storm sash, storm doors, detachable vestibules, screens, awnings, window shades, blinds (including venetian blinds), curtain rods, traverse rods, drapery rods, lighting fixtures and bulbs, plumbing fixtures, hot water tanks and heating plant (with any burners, tanks, stokers and other equipment used in connection therewith), water softener and liquid gas tank and controls (if the property of seller), exterior television antenna, incinerator, dishwasher and garbage disposal, built-in ovens, built-in cook top stoves and central air conditioning equipment, if any, used and located on said premises and including also the following items:

- 6 foot Cedar fence panels
- 18 inch patio blocks
- Hosta plants and perennials from yard
- Fireplace Cozy Heat unit
- Furnace
- Air conditioning unit
- Kitchen cabinets
- Attic stairs
- Vanity and mirror from bathroom.

The Property does not include the following:

- Clothes washer
- Clothes dryer

- Refrigerator
- Freezer
- Stove and oven, if not built-in.

**Section 2. Free of Liens.** Seller hereby agrees to sell the Property to Buyer, free of any liens, mortgages and encumbrances, except as set forth in Section 3; and Buyer agrees to purchase the Property, free of any liens, mortgages and encumbrances, except as set forth in Section 3.

**Section 3. Warranty Deed.** Seller shall convey the Property to Buyer by Warranty Deed. The Warranty Deed to be executed and delivered by Seller to Buyer shall convey marketable title and be subject only to the following exceptions:

- a. Building, zoning and platting laws, ordinances and state and federal regulations;
- b. Reservations of any minerals or mineral rights to the State of Minnesota;
- c. The lien of current taxes not yet due and payable;
- d. Utility easements and road easements existing at the date hereof, which do not interfere with the proposed use of the Property.

At closing, Seller shall deliver a Seller's Affidavit signed by the Seller in substantially the same form as the Affidavit attached hereto as **Exhibit B**.

**Section 4. Real Estate Taxes.** Seller hereby agrees to pay all real estate taxes levied against the Property due and payable in the years prior to the date of closing. Any real estate taxes levied against the Property due and payable in the year of the closing shall be prorated between Seller and Buyer as of the date of the closing.

**Section 5. Special Assessments.** Seller agrees to pay all special assessments levied against the Property prior to the date of this Agreement, including special assessment installments payable in the year of closing or thereafter for assessments levied prior to the date of this Agreement. Buyer is responsible to pay for all special assessments that are levied from and after the date of this Agreement. Buyer is responsible for all pending and future levied assessments.

**Section 6. Title Evidence.** Buyer shall within a reasonable time after acceptance of this Agreement, obtain a Title Insurance Commitment from DCA Title in the insured amount of \$200,000. Buyer shall be allowed twenty (20) days after receipt thereof for examination of the title and making of any objection thereto, said objections to be made in writing or deemed to be waived. If any objections are so made, Seller shall be allowed 120 days to make such title marketable. Pending correction of title, payments hereunder required shall be postponed, but upon correction of title and within the twenty (20) days after written notice to Buyer, the parties shall perform this Agreement according to its terms.

**Section 7. Title Examination; Market of Title.** If title is not marketable and is not made so within 120 days from the date of written objections thereto as above provided, this Agreement, at the option of Buyer or Seller, shall be null and void and neither party shall be liable for damages hereunder to the other party, and any earnest money shall be refunded to Buyer.

If the title to the Property is found marketable or is so made within said time, and Buyer shall thereafter default in any of the agreements and continue in default for a period of ten (10) days, then and in that case, the Seller may terminate this contract and on such termination, all the payments made under this Agreement shall be retained by the Seller as liquidated damages, time being of the essence hereof. Buyer shall not be responsible for any damages in excess of prior payments. Seller's sole and exclusive remedy for breach of this Agreement shall be cancellation of this Agreement and retention of the earnest money, if any.

**Section 8. Costs of Closing.** Buyer agrees to pay all costs of closing except the following costs which shall be paid by Seller:

- a. State Deed Tax and Conservation Fee;
- b. Prorated taxes as specified herein;
- c. Any unpaid special assessments levied prior to the date of this Agreement;
- d. Any unpaid municipal utility charges for the time period prior to the date of closing; and
- e. Any unpaid utility charges, such as gas, electric, and trash collection for the time period prior to the date of closing.

Without limiting the foregoing obligations of Buyer, Buyer is responsible to pay for the following:

- a. Title Insurance Commitment
- b. Premium for Title Insurance
- c. Recording fees
- d. Closing fee
- e. Any environmental investigation.

**Section 9. Closing Date.** The closing shall occur on or before November 22, 2011 (hereinafter referred to as the "Closing Date"). The location of the closing shall be at DCA Title.

**Section 10. Possession Date.** Seller further agrees to deliver possession of the Property at the date of closing. Prior to delivery of possession of the Property, all personal property, furnishings,

appliances, rubbish, debris, and other materials shall be removed from the Property by Seller at Seller's expense. The condition of the Property shall be verified by Buyer or Buyer's representative prior to closing.

**Section 11. Damage to Property.** Seller has the obligation to transfer the Property (including the buildings and improvements) on the Closing Date in the same condition as the Property existed on the date of this Agreement.

**Section 12. Condition of Fixtures.** Seller makes no representation or warranty concerning the condition of the furnace, air conditioning, ventilation, lighting, and electrical wiring. Buyer acknowledges and agrees that on the date of closing, the furnace, air conditioning, ventilation, lighting, and electrical wiring may not be in good and working order.

**Section 13. Lease to Seller.** Buyer agrees to lease the existing garage structure located on the Property to Seller for a period of two (2) years from the Closing Date, subject to the provisions set forth in the Lease Agreement between the Seller and Buyer attached hereto as **Exhibit C**.

**Section 14. Buyer's Right of Inspection.** Prior to closing, Buyer has the right to conduct an inspection of the premises and to make investigations concerning the environmental condition of the Property. Contemporaneously with the execution of this Purchase Agreement, Seller shall execute and deliver to Buyer the attached Agreement To Permit Entry To Property To Perform Environmental Assessments (**Exhibit D**).

**Section 15. Environmental Condition Warranty.** Seller warrants to Buyer that Seller has not received any written report or written notice that toxic or hazardous substances (including without limitation, asbestos, urea form formaldehyde, the group of organic compounds known as polychlorinated biphenyls, or any hazardous substances as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. Section 9601-9657, as amended) have been generated, treated, stored, released or disposed of, or otherwise deposited in or located on the Property, including without limitation, the surface and subsurface waters of the Property.

Seller has not undertaken any activity on the Property which caused (i) the Property to become a hazardous waste treatment, storage or disposal facility within the meaning of, or otherwise bring the Property within the ambit of the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. Section 6901 *et. seq.*, or any similar state law or local ordinance or any other environmental law, (ii) a release or threatened release of hazardous waste from the Property within the meaning of, or otherwise bring the Property within the ambit of CERCLA, or any similar state law or local ordinance or any other environmental law, or (iii) the discharge of pollutants or effluents into any water source or system, or the discharge into the air of any emissions, which would require a permit under the Federal Water Pollution Control Act, 33 U.S.C. Section 1351 *et seq.*, or the Clean Air Act, 42 U.S.C. Section 7401 *et seq.*, or any similar state law or local ordinance or any other environmental law.

Seller warrants to Buyer that no toxic or hazardous substances (including without limitation, asbestos, urea form formaldehyde, the group of organic compounds known as polychlorinated biphenyls, and any hazardous substance as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. Section 9601-9657, as amended) have been generated, treated, stored, released or disposed of, or otherwise deposited in or located on the Property by Seller, including without limitation, the surface and subsurface waters of the Property.

Seller warrants to Buyer that Seller has not received any written report or written notice that there are substances or conditions in or on the Property which may support a claim or cause of action under RCRA, CERCLA or any other federal, state or local environmental statutes, regulations, ordinances or other environmental regulatory requirements or that there are underground deposits which contain hazardous wastes.

Seller warrants there are no underground storage tanks located on the Property.

Seller warrants that no portion of the Property is now used as a garbage or refuse dump site, landfill, waste disposal facility, waste transfer station or any other type of facility for the storage, processing, treatment or temporary or permanent disposal of waste materials of any kind, and Seller has not used, generated, stored, released or disposed of any hazardous substances, wastes, or other materials identified as hazardous or toxic in any federal, state, local or other statute, ordinance, rule, regulation or governmental requirement on the Property.

Seller warrants that no portion of the Property contains Construction Debris (building materials, packaging, and rubble resulting from construction, remodeling, repair, and demolition of buildings and roads as defined by Minn. Stat. § 115A.03), Demolition Debris (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 (all solid waste generated from an industrial or manufacturing process and solid waste generated from non-manufacturing activities such as service and commercial establishments as defined by Minn. Stat. § 115A.03), Mixed Municipal Solid Waste (garbage, refuse, and other solid waste from residential, commercial, industrial, and community activities that the generator of the waste aggregates for collection as defined by Minn. Stat. § 115A.03), or Solid Waste (garbage, refuse, sludge from a water supply treatment plant or air contaminant treatment facility, and other discarded waste materials and sludges, including but not limited to sewer sludge, in solid, semi-solid, liquid, or contained gaseous form, resulting from industrial, commercial, mining, and agricultural, operations, and from community activities, but does not include animal waste used as fertilizer as defined by Minn. Stat. § 115A.03).

**Section 16. Environmental Contingency.** Seller shall provide all documents and written information available, and in Seller's possession, regarding the environmental condition of the Property. Buyer may, at Buyer's sole cost and expense, obtain any additional environmental information necessary for Buyer to complete its due diligence with respect to the Property. The

Buyer's environmental assessment work will begin as soon as reasonably possible after the full execution of this agreement. Seller agrees to cooperate in providing accurate information relating to the Property and in allowing the Buyer's environmental investigators to enter the Property and to perform any necessary tests or analysis, including but not limited to soil borings of the Property. Buyer may also inspect and investigate the physical condition of the Property, and may also procure, at Buyer's expense, a Phase I and/or a Phase II environmental study (the "Environmental Study"). Buyer's obligation to purchase the Property is specifically conditioned upon its good faith determination that the results of its investigation and the Environmental Study are acceptable to the Buyer, in Buyer's sole discretion. The Buyer agrees to make a determination about the suitability of the environmental condition of the Property **no later than November 15, 2011. IF BUYER DETERMINES, IN BUYER'S SOLE DISCRETION, THAT THE CONDITION OF THE PROPERTY IS UNACCEPTABLE OR THE ENVIRONMENTAL CONDITION OF THE PROPERTY IS UNACCEPTABLE PRIOR TO NOVEMBER 15, 2011, THEN BUYER MAY TERMINATE THIS AGREEMENT BY GIVING SELLER WRITTEN NOTICE OF THE TERMINATION.** Prior to **November 15, 2011**, Seller agrees to give Buyer, and its consultants, reasonable access to the Property to generally inspect the Property and the buildings located thereon, which inspection may also include, but is not limited to, the physical inspection of the Property and the buildings located thereon, the testing of the soil for the presence or absence of hazardous materials in, on or about the Property, to determine the physical condition of the Property and the buildings located thereon, and the legal compliance of the Property and to review any other matter related to the Property. In the event the Buyer determines, in its sole discretion, that there exists an unacceptable condition (environmental or otherwise), this Agreement will be null and void at the option of the Buyer. Buyer shall make this determination on or prior to the **November 15, 2011**.

**Section 17. No Unpaid Labor or Material.** Seller warrants that there has been no labor or material furnished to the Property for which payment has not been made.

**Section 18. No Notice of Violations.** Seller warrants that he has not received any notice from any government authorities as to violations of any laws, ordinances, or regulations with respect to the Property.

**Section 19. Status of Wells.** To Seller's knowledge, Seller warrants that Seller **does not know** of any water wells on the Property. Seller does not know and is uncertain as to the purpose of the pipe underneath the home on the Property.

**Section 20. Status of Septic System.** To Seller's knowledge, Seller warrants that Seller **does not know** of an individual sewage treatment system or septic tank on or serving the Property.

**Section 21. Contingencies.** The Buyer's obligation to close this transaction is expressly contingent upon the satisfaction, or waiver by Buyer on or before the Closing Date, of the following conditions precedent:

- a. Buyer obtaining approval by the City to accept the assignment of and to assume its rights and interests in this Agreement prior to the Closing Date.
- b. Prior to and as a condition of closing, Seller shall sign a relocation waiver in a form approved by Buyer.
- c. By November 15, 2012, Buyer's determination, after Buyer conducts an environmental investigation of the Property under Sections 14 and 16 of this Agreement, that the Property is suitable to Buyer for its intended use.

In the event Buyer determines that the conditions precedent cannot be met, this Agreement will be null and void and the Seller shall return all earnest money to Buyer.

**Section 22. Voluntary Sale; Waiver of Relocation Benefits.** Buyer and Seller agree that this is a voluntary sale by Seller. Buyer represents that Buyer would not acquire the Property in the event that negotiations between Buyer and Seller had failed to result in an amicable agreement. Seller has requested that the Property be acquired by Buyer and such request preceded any negotiations by Buyer to acquire the Property. Seller clearly showed an intent to sell the Property on the public market prior to any discussions, inquiries or negotiations by Buyer.

If the transaction set forth by this Agreement is not completed, Buyer has no present intent to acquire the property by eminent domain and has not considered the use of eminent domain. If this Agreement is terminated for any reason, Seller is free to retain ownership of the Property or to sell the Property on the private market.

Buyer acknowledges that it has acquired other property in the general geographic area as the Property. Buyer has not set a specific time limit to acquire the Property or other properties in the general geographic area nor has Buyer determined whether to acquire such properties.

Seller and Buyer agree that the Purchase Price set forth in this Agreement is a lump sum price which includes any and all payments to which Seller may be entitled under any applicable State or Federal law or regulations providing for relocation assistance, services, payments and benefits of any kind. As Buyer and Seller agree that this is a voluntary sale, state and federal law permit the Buyer to request a waiver of relocation benefits from the Seller. Prior to and as a condition of closing, Seller will be required to sign a relocation waiver, the form of which is subject to the approval of the Buyer. Buyer will arrange for a relocation consultant to meet with the Seller prior to closing. The relocation consultant will determine the amount of relocation benefits for which Seller would be eligible if this were a non-voluntary sale. If the Seller does not waive relocation benefits, this Agreement will be terminated, the earnest money shall be returned to Buyer, and Seller will be free to retain ownership of the Property or to sell the Property on the private market.

**Section 23. Acknowledgment of Fair Market Value.** Buyer and Seller agree that the purchase price listed in this Agreement represents the fair market value of the Property which has been determined by an appraisal or other method of valuation acceptable to Buyer and Seller.

**Section 24. Survival of Warranties.** The representations, warranties, and covenants of Buyer and Seller contained in this Agreement shall survive the conveyance of the Property and shall not be merged with the Warranty Deed.

**Section 25. Assignment of Agreement.** Nothing in this Agreement, expressed or implied, is intended to confer upon any person other than the parties hereto and the heirs, executors, personal representatives, successors and assigns, any rights or remedies under or by reason of the Agreement. No assignment of this Agreement or any rights or obligations hereunder shall be effective unless the written consent of the other party is first obtained, except the assignment by Buyer of its interest in this Agreement to the City of Inver Grove Heights.

**Section 26. Amendment of Agreement.** This Agreement may be amended only by a written instrument executed by Buyer and Seller.

**Section 27. Entire Agreement.** This Agreement embodies the entire agreement between the parties with relation to the transaction provided for herein, and there have been and are no covenants, agreements, representations, warranties, or restrictions between the parties with regard thereto other than those set forth herein.

**Section 28. Date of Agreement.** All references in the Agreement to “the date of this Agreement” shall be deemed to refer to that date set forth in the introductory clause of this Agreement.

**Section 29. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

**Section 30. Time of Essence.** Time is of the essence in the closing of this transaction.

**Section 31. Severability.** In the event any one or more of the provisions of this Agreement, or any application thereof, shall be found to be invalid, illegal, or otherwise unenforceable, the validity, legality, and enforceability of the remaining provision or any application thereof shall not in any way be affected or impaired thereby.

**Section 32. Counterparts.** This Agreement may be executed in any number of counterparts; each of which shall be an original, but such counterparts together shall constitute one and the same instrument.

**Section 33. Notice.** Any notice required to be given by Seller to Buyer shall be deemed to have been given on the day of delivery if personally delivered, or if by mail, three (3) days after the date that it is deposited in the United States Mail, postage prepaid, sent by certified mail and addressed as follows:

Dakota County Community Development Agency  
1228 Town Centre Dr.  
Eagan, MN 55123

Any notice required to be given by Buyer to Seller shall be deemed to have been given on the day of delivery if personally delivered, or if by mail, three (3) days after the date that it is deposited in the United States Mail, postage prepaid, sent by certified mail and addressed as follows:

James W. Dziewic and April D. Dziewic  
6549 Doffing Avenue East  
Inver Grove Heights, MN 55076

**Section 34. No Broker Fees.** Each party represents to the other that it has not retained nor otherwise dealt with or entered into any agreement or understanding to compensate any brokers or finders in connection with this transaction. Buyer and Seller each agree to indemnify the other against any loss, cost or expense, including attorneys' fees, as a result of any claim for a fee or commission asserted by any broker or finder with respect to this Agreement or the consummation of the transactions contemplated hereby whose claim arises through alleged dealings with him or her by such indemnifying party.

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

James W. Dziewic and April D. Dziewic,  
husband and wife, as Seller, the undersigned  
owners of the above-described Property,  
do hereby accept this Agreement and sale  
hereby made.

By: \_\_\_\_\_  
James W. Dziewic

By: \_\_\_\_\_  
April D. Dziewic

The Dakota County Community  
Development Agency,  
as Buyer, agrees to purchase  
the above-described Property for  
the price and on the terms and  
conditions set forth above.

By: \_\_\_\_\_  
Mark S. Ulfers  
Its Executive Director

**EXHIBIT A**  
**LEGAL DESCRIPTION OF THE PROPERTY**

That certain part of the North One-Half (N ½) of Government Lot 6 of Section 2, Township 27 North, range 22 West, formerly known as Lot 10, Block 33, Inver Grove Factory Addition in Inver Grove, Dakota County, Minnesota, and that part of the vacated alley adjacent to said Lot 10, which was vacated by the Village of Inver Grove by resolution dated March 4, 1914 and recorded March 12, 1914 in Book X, page 358;

Property Identification Number: 20-36500-33-101  
Abstract Property

AND

The South half (S ½) of Lot 11, Block 33, Inver Grove Factory Addition, according to the recorded plat thereof, Dakota County, Minnesota,

(Property Identification Number 20-36500-33-110)  
Abstract Property

**EXHIBIT B**  
**STANDARD FORM OF SELLER'S AFFIDAVIT**

<b>AFFIDAVIT REGARDING SELLER</b> by Individual(s)	<small><b>MDocs</b> Miller/Davis Company © - Minneapolis, MN - (612) 312-1570 Minnesota Uniform Conveyancing Blanks Form 50.1.2 (2006) (116-M)</small>
(Top 3 inches reserved for recording data)	
State of <u>Minnesota</u> , County of _____	
_____ being first duly sworn on oath say(s) that: <small>(insert name of each affiant)</small>	
1. (They are) (_____ he is) (_____ he knows) _____ the	
person(s) named as _____ in the document	
dated _____ and filed for record _____ as Document Number _____	
(or in Book _____ of _____ Page _____), in the Office of the <input type="checkbox"/> County Recorder <input type="checkbox"/> Registrar of Titles	
<small>(check the applicable boxes)</small>	
of _____ County, Minnesota.	
2. Said person(s) (is) (are) of legal age and under no legal disability with place of business(es) respectively at _____	
_____	
and for the last ten (10) years (has)(have) resided at:	
3. There are no:	
a. Bankruptcy, divorce or dissolution proceedings involving said person(s) during the time period in which said person(s) have had any interest in the premises described in the above document ("Premises");	
b. Unsatisfied judgements of record against said person(s) nor, to your Affiant(s) knowledge, any actions pending in any courts which affect the Premises;	
c. Tax liens filed against said person(s);	
except as herein stated:	
WARNING: UNAUTHORIZED COPYING OF THIS FORM PROHIBITED.	
Page 1	

4. Any bankruptcy, divorce or dissolution proceeding of record against parties with the same or similar names, during the time period in which the above-named person(s) (has) (have) had any interest in the Premises, are not against the above-named person(s).

5. Any judgments or tax liens of record against parties with the same or similar names are not against the above-named person(s).

6. There has been no labor or materials furnished to the Premises for which payment has not been made.

7. There are no unrecorded contract, leases, easements, or other than agreements or interests relating to the Premises except as stated herein:

8. There are no persons in possession of any portion of the Premises or other pursuant to a recorded document except as stated herein:

9. There are no encroachments or boundary line questions affecting the Premises of which Affiant(s) (has) (have) knowledge.

10. The person(s) (has) (have) not received medical assistance from the State of Minnesota or any county medical assistance agency.

Affiant(s) know(s) the matters herein stated are true and make(s) this Affidavit for the purpose of inducing the acceptance of title to the Premises.

Affiant

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(signature)

Signed and sworn to before me on \_\_\_\_\_, by \_\_\_\_\_  
(month/day/year)

\_\_\_\_\_  
(insert name of person making statement)

(Seal, if any)

\_\_\_\_\_  
(signature of notarial officer)

Title (and Rank): \_\_\_\_\_

My commission expires: \_\_\_\_\_  
(month/day/year)

THIS INSTRUMENT WAS DRAFTED BY:  
(insert name and address)

**Schedule "A" Legal Description**

**EXHIBIT C**

**LEASE AGREEMENT**  
**BY AND BETWEEN CITY OF INVER GROVE HEIGHTS**  
**AND JAMES W. DZIEWIC AND APRIL D. DZIEWIC**  
**FOR PROPERTY LOCATED AT 6549 DOFFING AVENUE EAST,**  
**INVER GROVE HEIGHTS, MINNESOTA**

THIS LEASE AGREEMENT (Agreement) is made and entered into this \_\_\_\_\_ day of November, 2011, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereinafter referred to as City) and James W. Dziejewic and April D. Dziejewic, husband and wife (hereinafter referred to as Tenant). Subject to the terms and conditions of this Agreement and in reliance upon the covenants and representations of the parties herein contained, the parties hereby agree as follows:

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

1.3 **TENANT.** "Tenant" means James W. Dziejewic and April D. Dziejewic, husband and wife, and their approved successors and assigns.

1.4 **SUBJECT PROPERTY.** "Subject Property" means the property legally described on Exhibit A attached hereto.

1.5 **SUBJECT PREMISES.** "Subject Premises" means the garage/shop located on the Subject Property. The Subject Premises only includes the garage/shop located on the Subject Property. The Subject Premises does not include any other land or buildings located on the Subject Property.

1.6 **AUTHORIZED USE.** "Authorized Use" means use of the garage/shop structure by Tenant for residential storage purposes and for conducting minor repairs to household goods and for conducting minor repairs and maintenance for residential lawn equipment owned by Tenant and for vehicles owned by Tenant. No other uses shall qualify as an Authorized Use unless the City expressly in writing approves such other uses. Tenant may not use the Subject Premises for any business related purpose. Tenant may not use any portion of the Subject Property, except the Subject Premises, for storage purposes, or for parking vehicles; provided, however, Tenant may park vehicles owned by Tenant and the "pop-up camper" owned by Tenant on the Subject Premises in the driveway area or in the area near the garage.

1.7 **LEASE TERM.** "Lease Term" means the time period of two (2) years from the date by which Tenant conveys the Subject Property to the City by Warranty Deed. The Lease Term may be extended only by written approval of the City.

**ARTICLE 2**  
**LEASE CONDITIONS**

2.1 **LEASING OF SUBJECT PREMISES.** Subject to the conditions and covenants of this Agreement, and for good and valuable consideration, the City does hereby lease to the Tenant and the Tenant hereby leases from the City the Subject Premises.

2.2 **RENT AMOUNT.** The rent amount for the Lease Term is \$1.00, the receipt and sufficiency of which the City acknowledges.

2.3 **AUTHORIZED USE.** Tenant may only use the Subject Premises for the Authorized Use. Only the Tenant and the immediate family members of Tenant may engage in Authorized Use on the Subject Premises.

2.4 **LEASE TERM.** This lease shall be only for the Lease Term and shall expire upon expiration of the Lease Term.

2.5 **TERMINATION.** Notwithstanding anything to the contrary contained in this Agreement, Tenant may cancel and terminate this Agreement upon sending to the City thirty (30) days advance written notice of the cancellation and termination of this Agreement.

Upon termination or expiration of the lease, Tenant shall return the Subject Premises to the City in substantially the same condition as existed at the beginning of the Lease Term.

2.6 **REMOVAL OF PERSONAL PROPERTY UPON EXPIRATION OR TERMINATION OF LEASE.** Upon expiration or termination of Lease, Tenant shall remove all of its possessions from the Subject Premises and Tenant shall remove all of its personal property. Upon expiration or termination of Lease, Tenant shall remove all debris, trash and waste and shall leave the Subject Premises in a clean and orderly state.

2.7 **UTILITIES.** During the Lease Term, Tenant must pay for all utilities provided to the Subject Premises including any sewer charges, water charges, electric fees, gas fees and trash collection charges.

2.8 **TAXES.** The City will pay the real estate taxes payable in the year 2012 for the Subject Property.

For taxes payable in the year 2013 and for taxes payable in the year 2014, Tenant must pay the personal property taxes associated with this lease, the Subject Premises and the use of the Subject Premises. The City is not responsible to pay for any personal property tax payable in 2013 or in 2014 for the Subject Premises. If personal property taxes are imposed and are payable

in 2013, the obligation of Tenant to pay the personal property taxes payable in 2013 exists irrespective of whether Tenant terminates the lease prior to expiration of the Lease Term. If personal property taxes are imposed and are payable in 2014, the obligation of Tenant to pay the personal property taxes payable in 2014 exists irrespective of whether Tenant terminates the lease prior to expiration of the Lease Term.

**2.9 RIGHT OF ENTRY.** The City and the City's representatives and agents may enter the Subject Premises at any time to inspect the Subject Premises or to perform any work that the City deems is necessary. However, the City shall have no obligation to perform any work on the Subject Premises.

**2.10 ACCEPTANCE OF SUBJECT PREMISES IN AN "AS IS" CONDITION.** The Tenant accepts the Subject Premises in its "AS IS" condition with no responsibility or obligation on behalf of the City to make any repairs or to make any improvements.

**2.11 OBLIGATION FOR REPAIRS AND MAINTENANCE.** The City shall have no obligation for repairs, maintenance or improvements to the Subject Premises.

The Tenant shall have the obligation to keep the Subject Premises and all improvements thereon in good condition and shall make all necessary repairs and conduct all necessary maintenance with respect to the Subject Premises. Without limiting the foregoing, the Tenant shall be responsible for maintenance of the Subject Premises.

**2.12 INDEMNIFICATION OF CITY.** The Tenant hereby agrees to indemnify, defend and hold the City harmless against and with respect to any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries and deficiencies, including interest, penalties and reasonable attorneys fees that the City incurs or suffers which arise out of or result from or relate to use of the Subject Premises by the Tenant or use of the Subject Premises with respect to anyone that the Tenant allows onto the Subject Premises during the Lease Term.

**2.13 RELEASE OF CITY.** The Tenant hereby releases and discharges the City from all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries and deficiencies, including interest, penalties and reasonable attorneys fees that arise out of or result from or relate to use of the Subject Premises by the Tenant or use of the Subject Premises with respect to anyone that the Tenant allows onto the Subject Premises during the Lease Term.

**2.14 NO LIABILITY.** The City accepts no liability for the Subject Premises or the contents inside of the Subject Premises.

**2.15 INSURANCE.** Upon execution of this Lease, the Tenant shall file with the City evidence of a general liability insurance policy that covers the Subject Premises and that is in the minimum coverage amount of \$500,000 per claimant and \$1,500,000 for any number of claims arising out of a single occurrence.

Throughout the Lease Term, Tenant shall keep the insurance required by this section in full force and effect and Tenant shall annually file with the City a Certificate of Insurance that shows the insurance coverage as required by this section.

**2.16 AMENDMENT AND WAIVER.** The parties hereto may by mutual written agreement amend this Agreement in any respect. Any party hereto may extend the time for performance of any of the obligations of another, waive any inaccuracies and 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 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.

**2.17 GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

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

**2.19 HEADINGS.** The subject headings of the paragraphs and subparagraphs of this Agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of any of its provisions.

**2.20 DEFAULT.** If Tenant violates any of the covenants and conditions of this Agreement required to be kept by the Tenant, then the CITY shall have all remedies available to it under law and no such remedy shall be mutually exclusive of any other remedy. In addition, the City may terminate this Agreement and immediately evict Tenant from the Subject Premises.

**2.21 RIGHT OF ACCESS.** City hereby grants to Tenant the right to access the Subject Premises using the existing driveway located on the Subject Property. The use of the existing driveway on the Subject Property shall be for ingress and egress purposes only. City has no responsibility to snowplow, repair or maintain the driveway.

**2.22 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, returned receipt requested with postage and postal charges prepaid, addressed as follows:

**If to CITY:**

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

**If to TENANT:**

James W. Dziejewicz and April D. Dziejewicz  
6549 Doffing Avenue East  
Inver Grove Heights, MN 55076

or to such other address as the party addressed shall have previously designated by notice given in accordance with this section. Notices shall be deemed to have been duly given on the date of service explicitly served on the party to whom notice is to be given, or on the third day after mailing 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.

**2.23 PROHIBITION AGAINST ASSIGNMENT AND SUBLETTING.** Tenant may not assign this Agreement. Tenant may not lease the Subject Premises or the Subject Property to anyone else. Tenant may not sell or transfer this Agreement.

**2.24 SURVIVAL OF PROVISIONS.** The provisions contained in Sections 2.6, 2.7, 2.8, 2.12, 2.13 and 2.14 shall survive any termination, cancellation or expiration of this lease.

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

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

**CITY OF INVER GROVE HEIGHTS**

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

ATTEST:

\_\_\_\_\_  
Melissa Rheaume  
Its Deputy City Clerk

STATE OF MINNESOTA    )  
                                  )    ss:  
COUNTY OF DAKOTA    )

On this \_\_\_\_\_ day of November, 2011, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Rheaume, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and Deputy City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed in behalf of said municipality by authority of its City Council and said Mayor and Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipality.

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



**EXHIBIT A**  
**LEGAL DESCRIPTION OF SUBJECT PROPERTY**

That certain part of the North One-Half (N ½) of Government Lot 6 of Section 2, Township 27 North, range 22 West, formerly known as Lot 10, Block 33, Inver Grove Factory Addition in Inver Grove, Dakota County, Minnesota, and that part of the vacated alley adjacent to said Lot 10, which was vacated by the Village of Inver Grove by resolution dated March 4, 1914 and recorded March 12, 1914 in Book X, page 358;

Property Identification Number: 20-36500-33-101  
Abstract Property

## EXHIBIT D

### AGREEMENT TO PERMIT ENTRY TO PROPERTY TO PERFORM ENVIRONMENTAL ASSESSMENTS

This Agreement is made this \_\_\_\_ day of October, 2011, by and between James W. Dziejewicz and April D. Dziejewicz, husband and wife, (hereinafter referred to as the "Grantor"), and the City of Inver Grove Heights ("Grantee"), a municipal corporation organized under the laws of the State of Minnesota.

#### RECITALS:

**WHEREAS**, Grantee is assessing whether to proceed to purchase the Property, as herein defined;

**WHEREAS**, to assist Grantee in making the determination to purchase the Property, the Grantee must evaluate the environmental condition of the Property; and

**WHEREAS**, the Grantor is willing to grant Grantee access to the Property and to permit Grantee to perform all necessary Environmental Assessments on the Property in order to evaluate the environmental condition of the Property to assist Grantee in assessing whether Grantee will proceed to purchase the Property; and

**NOW, THEREFORE**, for and in consideration of the Grantee evaluating the environmental condition of the Property to assist Grantee in assessing whether it will proceed to purchase the Property, the Grantor and Grantee agree as follows:

1. **Right of entry and Waiver of Trespass to premises:** Grantor, as legal owner of, or holder of authority to permit access, to the Property described below, within the city limits of Inver Grove Heights, Minnesota, hereby consents to and authorizes, pursuant to the terms of this agreement, representatives, employees, agents and contractors for the Grantee, to enter the Property to perform, at Grantee's expense, a Phase I and Phase II Environmental Assessment of the Property in accordance with ASTM Standards. For purposes of this agreement, Phase I and Phase II Environmental Assessments (hereinafter "**Environmental Assessments**") shall include, but not be limited to the following:

#### **Phase I Environmental Assessment**

- Reviewing historical aerial photographs, and/or county/city directories and/or other reasonably ascertainable historical records;
- Inspection, investigation and review of the physical condition of the Property;
- Interviewing the Grantor and past owners;
- Reviewing data provided by the MPCA or a private data base firm as to listings under CERCLA, FINDS, ERNS, RCRA, and other federal or state files;

- Interviewing and reviewing files from local fire jurisdictions and/or the local government to determine if reports of incidence have occurred;
- Reviewing USGS topographic, geologic, hydrogeologic, and hydrologic information;
- Contacting the local electric utility company to determine the PCB status of any electrical transformers/equipment at the site;
- Making a site reconnaissance to note use and conditions of the site and immediately surrounding properties for concerns such as: drums, containers, discolored pavement or stressed vegetation, unusual odors, signs of above- or below-grade fuel or chemical tanks (ASTs / USTs), chemical storage, spill control containment devices, septic tank drain fields, electrical equipment which may contain PCBs, drainage patterns and the potential for drainage from off-site, and storm and sanitary sewers;
- Visually observing the interior of accessible areas of the site building including maintenance/repair, storage areas, and a representative sample of occupant spaces;
- Conducting surveys to investigate Asbestos or Lead Based Paint containing materials within a structure, or conduct geophysical surveys to investigate the potential for subsurface drums or other containment structures.
- Assessing for asbestos, lead-based paint, radon, formaldehyde, wetlands, lead-in-drinking water, methane gas, or electromagnetic fields (EMF).
- Preparing a report that documents the physical conditions observed, supplies a site plan detailing significant conditions, and provides conclusions including a statement of likelihood of the site being affected by hydrocarbon or hazardous waste and/or hazardous materials, and, if pertinent, recommendations for further exploration or remediation for those conditions. This environmental assessment will provide a professional opinion as to the potential for contamination from hazardous waste to exist, which may require remedial action.

## **Phase II Environmental Assessment**

- Phase II Environmental Assessment may include the Phase I portion of the assessment and also include soil and ground water and surface sampling. If an environmental hazard is identified or if a known hazard exists based on past usage, a Phase II Environmental Assessment will evaluate suspect areas identified on the Property. A Phase II Environmental Assessment can also be implemented without the Phase I ESA if the interested parties are aware of existing contamination to the property.
- Soil samples may be collected using hand augers, a Geoprobe®, or a drilling rig. Soil borings may be collected in suspect locations. Samples are collected, preserved, shipped to a laboratory according to standard industry methods. Ground water samples

may be collected from the borings or permanent monitoring wells located on the property.

- The Phase II Environmental Assessment report describes the soil borings completed, soil texture, soil and ground water analytical results, and presents the data in tabular format with a map illustrating the sampling locations and plan of site. Conclusions are then drawn from the available data collected onsite, regional, and local information available. If conditions are identified that may require remediation the recommendations section of the report will discuss general options available.

2. **Description:** The property that is the subject of this agreement is located at 6549 Doffing Avenue East, Inver Grove Heights, Minnesota, and is legally described as shown on the attached Exhibit A (hereinafter "**Property**").
3. **Entry:** Grantor grants permission to Grantee to enter the Property to perform and carry out the Environmental Assessments on the Property.
4. **Agreements:**
  - a. Grantor shall provide all documents and written information available, and in Seller's possession, regarding the environmental condition of the Property.
  - b. Grantor agrees to cooperate in providing accurate information relating to the Property and in allowing the Grantee to enter the Property and to perform the Environmental Assessments, any necessary tests or analysis, including but not limited to soil borings of the Property.
  - c. Grantor grants the representatives, employees, agents and contractors for the City access to the Property for the purpose of performing the Environmental Assessments, including, but not limited to, obtaining samples (soil, subsurface soil, air, water, groundwater and other substances) during the term of this agreement.
  - d. Grantor agrees not take any actions with respect to the Property that might endanger the quality of the samples or the health and safety of any person taking such samples.
  - e. Grantee agrees to take reasonable measures to avoid interference with Grantor's normal activity on the Property.
  - f. Grantee's contractor shall locate utilities on the premises prior to sample taking.
  - g. Grantee shall give the Grantor at least forty-eight hours notice of the necessity to take any follow up samples. Grantor will not unreasonably withhold consent for such additional sampling.
  - h. Grantee agrees that all material and equipment utilized by the Grantee shall be removed from the Property upon the completion of the Environmental Assessments and that the Property will be restored as nearly as reasonable to its original state and condition existing immediately preceding the beginning of activities authorized by this agreement, provided that if any monitoring wells are required they may be left on the Property until the need for the same no longer exists, whereupon Grantee may abandon the monitoring wells by capping or other approved methods. Grantor

grants to Grantee the right of access such monitoring wells beyond the term of this agreement as necessary to take additional samples and to maintain the monitoring wells.

- i. Grantor hereby waives any claim of trespass against the Grantee for accessing the Property to perform the Environmental Assessments.

5. **Term of agreement:** This Agreement and consent shall terminate within one year of the execution by all parties of this agreement.

The undersigned have read this agreement and understand that it grants permission to the Grantee to enter the Property for purposes of conducting the Environmental Assessments and agree to its terms and conditions.

**IN WITNESS WHEREOF**, the parties have executed this Improvement Agreement.

**[GRANTEE]**  
**CITY OF INVER GROVE HEIGHTS**

**[GRANTOR]**

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

\_\_\_\_\_  
James W. Dziewic

\_\_\_\_\_  
April D. Dziewic

ATTEST:

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

**EXHIBIT A**  
**LEGAL DESCRIPTION OF THE PROPERTY**

That certain part of the North One-Half (N ½) of Government Lot 6 of Section 2, Township 27 North, range 22 West, formerly known as Lot 10, Block 33, Inver Grove Factory Addition in Inver Grove, Dakota County, Minnesota, and that part of the vacated alley adjacent to said Lot 10, which was vacated by the Village of Inver Grove by resolution dated March 4, 1914 and recorded March 12, 1914 in Book X, page 358;

Property Identification Number: 20-36500-33-101

Abstract Property

AND

The South half (S ½) of Lot 11, Block 33, Inver Grove Factory Addition, according to the recorded plat thereof, Dakota County, Minnesota, (Property Identification Number 20-36500-33-110)

Abstract Property

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

Consider Change to Skate Park Rules

Meeting Date: October 24, 2011  
 Item Type: Consent Agenda  
 Contact: Tracy Petersen – 651.450.2588  
 Prepared by: Tracy Petersen  
 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**

To consider a change to the current skate park rules that would allow bikes at the facility

**SUMMARY**

The skate park facility was installed in 2003 and has been in operation for eight (8) years. At the time the skate park concept was developed, an initial task force of Parks and Recreation Commission members, staff, local citizens, public safety and teens developed the rules for the park. At that time, it was determined to only allow in line skates and skate boards at the facility.

Over the course of the past eight (8) years, the skate park has remained a consistently active and positive amenity of our park system. Staff has been approached several times over the past few years about the use of bikes at the facility.

The following items relating to the proposed change were discussed at the October 12 Parks and Recreation Commission meeting:

**Relationship between Bikers and Skateboarders:**

At the onset of the development of skate parks, the theory was that bikers and skateboarders did not mix well together. This has proven to be unfounded at most skate parks, including our own. Usage has shown that for the most part, the two groups are respectful of one another's space.

**Wear & Tear on the Equipment:**

Our equipment from Skatewave was designed for both bikers and skateboarders. Bikes can add additional wear and tear to the equipment mainly in the form of scratches due to bike pegs. The expected life span of the equipment is 15 years with the use of both bikes and skate boards.

**Insurance:**

As a non-supervised, tier I park, allowing bikes at the facility would not negatively impact the City's insurance coverage.

**Skate Park or Bike/Skate Park:**

Philosophically, the Parks and Recreation Commission needs to discuss whether it is a one-use facility or a multi-use facility.

**Change in Usage:**

Over the past eight (8) years, the park has seen a change in use. There are often more bikers than skate boarders at the facility. Currently the City does not have an established and legal area where bikers can go.

**Current Practice:**

As a non-supervised, tier I facility, there is no on-site supervision of the skate park. Currently, and over the majority of the life of the facility, bikers have used the park on a regular basis.

**Enforcement of Current Rule:**

The City is not required to provide supervision at the skate park nor does the City have the resources to do so. Therefore, it has been extremely difficult to enforce the “no bikes allowed” rule at the facility. When staff has been able to enforce, it has been sporadic and inconsistent. Users at the park have indicated that no one is ever asked not to bike at the park or leave the facility.

At their October 12 meeting the Parks and Recreation Commission voted unanimously (9-0) to recommend changing the skate park rules to allow bikes at the facility.

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COMMISSION ACTION**

**Consider Seasonal Closure of the Rock Island Swing Bridge**

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Meeting Date: October 24, 2011  
Item Type: Consent Agenda  
Contact: Eric Carlson – 651.450.2587  
Prepared by: Eric Carlson  
Reviewed by: Eric Carlson – Parks & Recreation

**Fiscal/FTE Impact:**

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

**PURPOSE/ACTION REQUESTED**

The Council is asked to adopt the attached resolution to close the Rock Island Swing Bridge seasonally between November 1<sup>st</sup> and March 30<sup>th</sup> due to safety and maintenance issues.

**SUMMARY**

The Rock Island Swing Bridge opened to the public on June 8, 2011. The structure is constructed of steel with a wood deck. Given the structures location over the Mississippi River, it is recommended that the structure be closed seasonally from November 1st – March 30<sup>th</sup> each year for public safety and maintenance purposes. It is proposed that a gate restricting access to the bridge be temporarily installed on the structure itself and that signs be posted at the barricades on 66th St. The closure will be advertised on the web, Facebook, via a press release to the local news papers, and in InSights.

The Park and Recreation Commission reviewed this issue on October 12<sup>th</sup> and is recommending approval.

Councilmember \_\_\_\_\_ introduced the following resolution and moved its adoption:

**RESOLUTION 2011 – \_\_\_\_\_**

**RESOLUTION SUPPORTING THAT THE CITY OF INVER GROVE HEIGHTS' CLOSE THE ROCK ISLAND SWING BRIDGE SEASONALLY FROM NOVEMBER 1<sup>ST</sup> – MARCH 30<sup>TH</sup>**

WHEREAS, the City of Inver Grove Heights opened the Rock Island Swing Bridge for public use on June 8, 2011, and;

WHEREAS, the City of Inver Grove Heights is responsible for the short term and long term maintenance of the Rock Island Swing Bridge, and;

NOW, THEREFORE BE IT RESOLVED in an effort to protect the public from snow and ice that may accumulate on the Rock Island Swing Bridge that the City of Inver Grove Heights City Council wishes to close the structure to use from November 1<sup>st</sup> – March 30<sup>th</sup> each year;

The motion for the adoption of the foregoing resolution was duly seconded by Councilmember \_\_\_\_\_, and upon vote being taken thereon, the following voted in favor thereof: \_\_\_\_\_ and the following voted against the same: \_\_\_\_\_, whereupon said resolution was passed this 24th day of October 2011.

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

ATTEST:

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

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

30-DAY SUSPENSION OF FIREFIGHTER

Meeting Date: October 24, 2011  
 Item Type: Personnel  
 Contact: Judy Thill, Fire Chief  
 Prepared by: Judy Thill  
 Reviewed by: n/a

<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** Confirm suspension of Firefighter Dan Radant for failing to meet minimum call percentages for two quarters in a 24 month period.

**SUMMARY** According to Fire Department Policy #5 Call Requirements, all firefighters must maintain a minimum call percentage of 15% in each calendar quarter. Any Firefighter failing to meet this requirement for a second time in a 24 month period shall have a suspension letter placed in his/her file and shall be suspended for 30 days. City Code, Section 315.03, "The Fire Chief shall report each suspension of a member of the Fire Department as soon as possible to the City Administrator for transmission to the City Council for its confirmation or denial at the first regular meeting occurring more than ten days after such suspension."

Dan Radant will be suspended for 30 days from October 13, through November 11, 2011 for failing to meet minimum call percentage for a second quarter in a 24 month period.

Staff recommends City Council confirm this suspension according to Fire Department policy, and City Code.

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

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**30-DAY SUSPENSION OF FIREFIGHTER**

Meeting Date: October 24, 2011  
Item Type: Personnel  
Contact: Judy Thill, Fire Chief  
Prepared by: Judy Thill  
Reviewed by: n/a

<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** Confirm suspension of Firefighter Dustin Pedersen for failing to meet minimum call percentages for two quarters in a 24 month period.

**SUMMARY** According to Fire Department Policy #5 Call Requirements, all firefighters must maintain a minimum call percentage of 15% in each calendar quarter. Any Firefighter failing to meet this requirement for a second time in a 24 month period shall have a suspension letter placed in his/her file and shall be suspended for 30 days. City Code, Section 315.03, "The Fire Chief shall report each suspension of a member of the Fire Department as soon as possible to the City Administrator for transmission to the City Council for its confirmation or denial at the first regular meeting occurring more than ten days after such suspension."

Dustin Pedersen will be suspended for 30 days from October 25 through November 23, 2011 for failing to meet minimum call percentage for a second quarter in a 24 month period.

Staff recommends City Council confirm this suspension according to Fire Department policy, and City Code.

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**Consider Approval of Individual Massage Therapist License**

Meeting Date: October 24, 2011  
 Item Type: Consent  
 Contact: Melissa Rheaume  
 Prepared by: Melissa Rheaume  
 Reviewed by: N/A

**Fiscal/FTE Impact:**

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

**PURPOSE/ACTION REQUESTED:** Consider approval of an application by Alisha Duckett for an individual massage therapist license.

**SUMMARY:** An application has been submitted by Ms. Duckett for an Individual Massage Therapist License. The applicant has submitted all documentation and fees required by City Code. She has completed the required number of hours of therapeutic massage training, provided an insurance certificate, and is a member in good standing of a recognized national professional therapeutic massage organization. A background investigation on the applicant revealed no basis for the denial of the request.

Staff recommends approval of the application by Alisha Duckett for an individual massage therapist license to contract for service at the All About Me, 2910 Upper 55<sup>th</sup> Street.

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**Consider Approval of Individual Massage Therapist License – Angela Englund**

Meeting Date: October 24, 2011  
 Item Type: Consent  
 Contact: Melissa Rheaume  
 Prepared by: Melissa Rheaume  
 Reviewed by: N/A

<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:** Consider approval of an application by Angela Englund for an individual massage therapist license.

**SUMMARY:** An application has been submitted by Angela Englund for an Individual Massage Therapist License. The applicant has submitted all documentation and fees required by City Code. She has completed the required number of hours of therapeutic massage training, provided an insurance certificate, and is a member in good standing of a recognized national professional therapeutic massage organization. A background investigation on the applicant revealed no basis for the denial of the request.

Staff recommends approval of the application by Angela Englund for an individual massage therapist license to contract for service at the All About Me, 2910 Upper 55<sup>th</sup> Street.

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

SCHEDULE PUBLIC HEARING

Meeting Date: October 24, 2011  
 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** Schedule a Public Hearing on November 14, at 7:00 p.m. in the Council Chambers to consider the amendment of City Code Title 3, Chapter 4, Section 3-4-2-2, 3-4-2-3 Fees, and 10-3-8 Planning Fees. These are the fees associated with Water and Sanitary Sewer Utility Connections, Storm Water Utility Connection Fees, and Planning Fees.

**SUMMARY** Minnesota Statutes 462.353 directs that all changes to fees associated with municipal planning activities are required to be heard at a public hearing. This includes not only the fees and charges for planning activities, but those associated with building permits and water and sewer connection charges. While it is not explicitly required under State Statute yet, the City Attorney has advised staff that it would be prudent to put all fees associated with development activities into the City’s Code.

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

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PERSONNEL ACTIONS

Meeting Date: October 24, 2011  
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: Amy Kurr, and Nichole Jopp.

Please confirm the seasonal/temporary termination of employment of: William Korte, Tom Dickmeyer, Nick Benish, and Jerry Forsland.

Please confirm the employment of: Tylor Montgomery, Street Maintenance Worker.

Please confirm the separation of employment of: Cathy Shea.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**Assessment Hearing for City Project No. 2011-09F – 65th Street East from Concord Boulevard to a Point 200 Feet West**

Meeting Date: October 24, 2011  
 Item Type: Assessment Hearing  
 Contact: Thomas J. Kaldunski, 651.450.2572  
 Prepared by: Thomas J. Kaldunski, City Engineer  
 Reviewed by: Scott D. Thureen, Public Works Director

*SAT*

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

**PURPOSE/ACTION REQUESTED**

Assessment hearing to consider a resolution adopting the final assessment roll for City Project No. 2011-09F – 65th Street East Street Improvements for the following areas: 65th Street East from Concord Boulevard to a point 200 feet west.

**SUMMARY**

City Project No. 2011-09F was ordered by the City Council on May 23, 2011 as part of the City's 2011 Pavement Management Program. Project improvements include, but are not limited to: street reconstruction, curb and gutter, concrete driveway, water main, grading, restoration and appurtenances thereto. The final total project cost is \$82,543.46.

There is one (1) commercial property proposed to be assessed. Cameron's Liquor Store will be assessed per the agreement executed with the City dated April 25, 2011.

The total amount proposed to be specially assessed is \$74,781.00 (90.6 percent of the total cost), if the assessments are capped per the agreement. An assessment term of ten (10) years at an interest rate of 4.8 percent for street reconstruction costs is recommended. The City entered into an agreement with Cameron's Liquor Store (George Cameron, owner) to secure a waiver of assessment appeal and establish the maximum assessable amount of \$74,781.00.

No information meeting was held because there is only one parcel being assessed.

I recommend approving the resolution adopting the final assessment roll for City Project No. 2011-09F, 65th Street East Street Improvements utilizing the waiver of assessment agreement and the \$74,781.00 assessment amount as outlined in the Agreement.

TJK/kf  
 Attachments: Resolution  
 Final assessment roll  
 Assessment map

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

**RESOLUTION ADOPTING THE FINAL ASSESSMENT ROLL FOR THE 2011 PAVEMENT MANAGEMENT  
PROGRAM, CITY PROJECT NO. 2011-09F – 65TH STREET EAST STREET IMPROVEMENTS**

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

**WHEREAS**, pursuant to proper notice duly given as required by law, the Council has met, heard and passed upon all objections to the proposed assessment for the improvements – City Project No. 2011-09F – 65th Street East Street Improvement which includes the following streets: 65th Street East from Concord Boulevard to a point 200 feet west.

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

1. Such proposed assessment, a copy of which is attached hereto and made a part hereof, is hereby accepted and shall constitute the special assessment against the lands herein, and each tract of land therein included is hereby found to be benefited by the proposed assessment levied against it.
2. Such assessment shall be payable in equal installments extending over a period of (10) years and such assessments shall bear interest at the rate of 4.8 percent. The first of the installments shall be payable on or before the first Monday in January 2012, and shall bear interest at the rate of 4.8 percent per annum from the date of adoption of this assessment resolution. To the first installment shall be added interest for one year on all unpaid installments plus any interest accruing from the date of the assessment hearing.
3. The owner of any property, so assessed, may at any time prior to certification of the assessment to the County Auditor, pay the whole of the assessment on such property with interest accrued to the date of payment, to the City Treasurer, except that no interest shall be charged if the entire assessment is paid within thirty days from the adoption of this resolution; and the owner may, at any time thereafter, pay to the County Treasurer the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 15, or interest will be charged through December 31 of the next succeeding year.
4. The Clerk, shall, forthwith, transmit a certified duplicate of this assessment to the County Auditor to be extended on the property tax lists of the County, and such assessments shall be collected and paid over the same manner as other municipal taxes.

Adopted by the City Council of Inver Grove Heights this 24th day of October 2011.

AYES:  
NAYS:

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

ATTEST:

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

**FINAL ASSESSMENT ROLL**

**CITY PROJECT NO. 2011-09F  
65TH STREET EAST STREET IMPROVEMENTS**

<b>TAX ID NO.</b>	<b>OWNER</b>	<b>ASSESSMENT AMOUNT</b>
20-15700-01-010	GWC IV, LLC	\$74,781.00

**City Project No. 2011-09F - 65th Street East Street Improvements  
Final Assessment Map**



**Dakota County, MN**

**Map Scale  
1 inch = 74 feet**

**Overview**



*Disclaimer: Map and parcel data are believed to be accurate, but accuracy is not guaranteed. This is not a legal document and should not be substituted for a title search, appraisal, survey, or for zoning verification.*

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**Assessment Hearing for City Project No. 2000-10 – 117th Street/T.H. 52 Interchange**

Meeting Date: October 24, 2011  
 Item Type: Assessment Hearing  
 Contact: Thomas J. Kaldunski, 651.450.2572  
 Prepared by: Thomas J. Kaldunski, City Engineer  
 Reviewed by: Scott D. Thureen, Public Works Director

	Fiscal/FTE Impact:
<input type="checkbox"/>	None
<input type="checkbox"/>	Amount included in current budget
<input type="checkbox"/>	Budget amendment requested
<input type="checkbox"/>	FTE included in current complement
<input type="checkbox"/>	New FTE requested – N/A
<input checked="" type="checkbox"/>	Other: Special Assessments, Municipal State Aid Funds, Landfill Abatement Fund

**PURPOSE/ACTION REQUESTED**

Assessment hearing to consider a resolution adopting the final assessment roll for City Project No. 2000-10 – 117th Street/T.H. 52 Interchange for the following areas: Parts of sections 27, 28, 32, 33, and 34, township 27, range 22 adjacent to the following streets - Rich Valley Boulevard from 3,000 feet south of 110<sup>th</sup> Street East to 117<sup>th</sup> Street East, 117<sup>th</sup> Street East from Rich Valley Boulevard to Highway 52, Clark Road from Briggs Drive to the City Limits, 111<sup>th</sup> Street East from Highway 52 to east terminus, Briggs Drive from Clark Road to West Terminus.

**SUMMARY**

City Project No. 2000-10 was ordered by the City Council on September 9, 2002 as part of the City's Improvement Program. Project improvements include, but are not limited to: street and interchange reconstruction and traffic signals, restoration and appurtenances thereto. The final project cost is \$656,052.21.

There are 67 properties proposed to be assessed. Six (6) single-family residential lots, 54 commercial/industrial and 7 park parcels.

The City undertook this interchange improvement project working with Mn/DOT. Construction of the project was completed in 2008. The original feasibility study and affidavit of publication for the hearing were completed in 2002.

The local costs are related to water main relocation, a turn lane and the traffic signals installed at the three intersections that were built with this \$10 million dollar project. The total local cost on the project is \$656,052.21 for the turn lane, water main, and traffic signals. The water main and turn lane are funded from the Water Connection Fund and the Landfill Abatement Fund, respectively. The local signal cost is \$406,353.57. The total amount proposed to be assessed for traffic signals is \$333,443.87.

Due to the complex nature of the project and its cost sharing, the City Council decided to assess the project based upon the traffic generated through the intersection. The City hired an engineering consultant to prepare this traffic-based assessment roll. SRF was hired August 23, 2010 to perform these duties. A copy of the assessment roll is attached. The City has held two informational meetings to review the proposed assessments with the benefitted properties shown on the attached map.

SRF prepared the assessment roll based on the following assumptions:

1. Traffic generation
2. Land use based on the City Comprehensive Plan
3. Traffic counts at the signals
4. A "traffix" model that was generated

In addition, the City has determined that some credits beyond the traffic generation should be considered. Credits were given for the following conditions:

1. Steep slopes in the scenic and natural area along the Mississippi River
2. Land fills that have been abandoned/filled
3. Current land uses at Xcel's facilities
4. Wetlands and other non-developable areas
5. Agreements that defined developable areas for the southern sanitary sewer project
6. All residential properties received the same assessment
7. Credit will be given for the existing background traffic from the raw count data to reduce the assessments. The City will utilize MSA funds to cover this cost.

The project assessments involve only the traffic signals for City Project No. 2000-10. As we have done in past projects, staff had the original property appraiser (Metzen) recertify the original appraisal analysis of the properties in the project area. This analysis provided an opinion concerning the sustainability of the proposed assessments for the project. Current land values average \$3/SF and the proposed assessments are generally less than 1% of the land value.

An informational meeting was held on July 21, 2011 to seek input from the owners in the assessment area. Since this project had been initiated several years ago, this meeting focused on the completion of the project, the pending assessments and the public hearing held in the fall of 2010. Minutes from the meeting are attached. Twelve people attended the meeting.

The outcome of this information meeting was the addition of a City credit associated with background traffic. The City will be covering \$75,481.05 of the project costs from the MSAS funds for this credit.

A second information meeting was held on October 12, 2011 with four businesses in attendance. The topics of discussion including the following:

- One owner felt the assessments should be area-based and not traffic-based.  
**Response:** The current method combines land use, area and traffic generation. Other methods had been considered previously.
- The cost per acre were variable and one parcel owner did not like this because his was the highest rate.  
**Response:** This project is not based solely on an area assessment so rates will vary per acre. The project is being assessed based upon traffic generation models and future land use of the parcels per the City Comprehensive Plan and trip distribution through the three intersections.
- Wetland credits should be considered for required ponding and wetland replacements at the mine.  
**Response:** Additional credit reviewed and given on nine parcels in the attached assessment roll.
- The traffic effects of the refinery have an impact from parcels outside the City.  
**Response:** City cannot assess outside City limits.
- Can an owners assistance on the Clark Road project and sewer trunk be taken into consideration?  
**Response:** The sewer and water projects have been previously assessed and the traffic signal project stands on its own merit.
- What happens when a landfill is fully utilized in 10 years?  
**Response:** This does not reduce the traffic generation at the time of the assessment.

- Can a credit be given for a large power line easement over a parcel be considered as undevelopable? See attached drawing by Wenck for Pine Bend Landfill on Parcel 15.  
**Response:** The City has many easements throughout the City. They have been assessed regularly. The easement could be utilized for uses such as parking. Setting policy to not assess easements could be setting an unwanted precedent.
- Xcel Energy had an agreement with the City relating to Clark Road, trunk sanitary sewer to limit costs and defer some assessments until future development occurs. Can something similar be done with this project?  
**Response:** The proposed assessment does not provide any deferment.
- Questions were asked about the County plan for 117th Street in the future.  
**Response:** Dakota County is doing their arterial connector study to be completed in 2012.
- Could areas outside the map be assessed?  
**Response:** Not allowed by State Statute.

These discussions have lead to a review of the proposed ponds on the Max Steininger parcels. This review indicates that the mining permit requires the ponds and wetlands to be constructed. In order to be consistent with the wetland credits granted to other properties, the two parcels in the mining permit area should also be granted credits that will reduce the final assessment to the following:

Parcel 42	Final Assessment \$15,016.89
Parcel 44	Final Assessment \$16,249.95

The assessment roll in the Council packet has been adjusted to these amounts. This will provide a wetland credit of \$2,571.35 for the Steininger parcels. A map of all wetland credits is attached.

An additional question has been posed by Mr. Watrud regarding an agreement between the City, Ganey Realty & Investment Corp, Steenberg-Watrud Construction Co. and Clark Road Properties as part of City Project No. 1997-21. This agreement has established a cap assessment amount of \$105,000 for Mr. Watrud. A review of assessments for this particular parcel indicate that the assessment cap is not being exceeded with the assessment of City Project No. 2000-10.

The City has received an objection letter from Max Steininger which is attached.

I recommend approving the resolution adopting the final assessment roll for City Project No. 2000-10 - 117th Street/T.H. 52 Interchange.

TJK/kf

Attachments: Resolution  
Final Assessment Roll  
Assessment Map  
Information meeting minutes  
Drawing by Wenck for Parcel 15  
Wetland credits map  
Objection Letter from Max Steininger

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

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

**RESOLUTION ADOPTING THE FINAL ASSESSMENT ROLL FOR CITY PROJECT NO. 2000-10 – 117TH STREET/T.H. 52 INTERCHANGE**

**WHEREAS**, pursuant to proper notice duly given as required by law, the Council has met heard and passed upon all objections to the proposed assessment for the improvements – City Project No. 2000-10 117th Street/T.H. 52 Interchange which includes the following: Parts of sections 27, 28, 32, 33, and 34, township 27, range 22 adjacent to the following streets - Rich Valley Boulevard from 3,000 feet south of 110<sup>th</sup> Street East to 117<sup>th</sup> Street East, 117<sup>th</sup> Street East from Rich Valley Boulevard to Highway 52, Clark Road from Briggs Drive to the City Limits, 111<sup>th</sup> Street East from Highway 52 to east terminus, Briggs Drive from Clark Road to West Terminus.

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

1. Such proposed assessment, a copy of which is attached hereto and made a part hereof, is hereby accepted and shall constitute the special assessment against the lands herein, and each tract of land therein included is hereby found to be benefited by the proposed assessment levied against it.
2. Such assessment shall be payable in equal installments extending over a period of ten (10) years. The first of the installments shall be payable on or before the first Monday in January 2012, and shall bear interest at the rate of 4.8 percent per annum from the date of adoption of this assessment resolution. To the first installment shall be added interest for one year on all unpaid installments plus any interest accruing from the date of the assessment hearing.
3. The owner of any property, so assessed, may at any time prior to certification of the assessment to the County Auditor, pay the whole of the assessment on such property with interest accrued to the date of payment, to the City Treasurer, except that no interest shall be charged if the entire assessment is paid within thirty days from the adoption of this resolution; and the owner may, at any time thereafter, pay to the County Treasurer the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 15, or interest will be charged through December 31 of the next succeeding year.
4. The Clerk, shall, forthwith, transmit a certified duplicate of this assessment to the County Auditor to be extended on the property tax lists of the County, and such assessments shall be collected and paid over the same manner as other municipal taxes.

Adopted by the City Council of Inver Grove Heights this 24th day of October 2011.

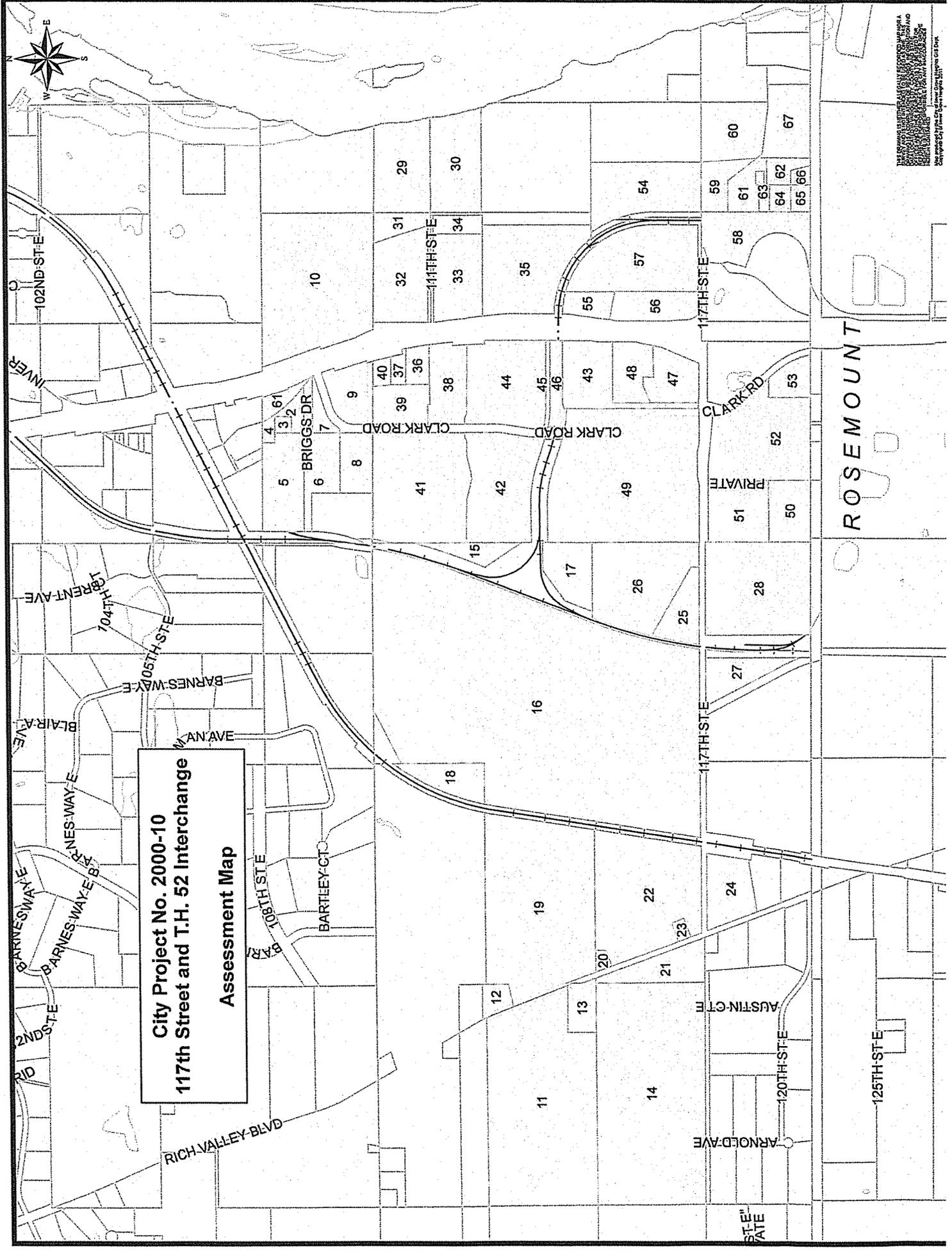
AYES:  
NAYS:

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

ATTEST:

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

MAP ID	TAX PIN	COMPANY NAME	OWNER NAME	OWNER ADDRESS	OWNER CITY, STATE	OWNER ZIP	PROPERTY BLDG #	PROPERTY STREET NAME	PROPERTY CITY, STATE	PROPERTY ZIP	Assessment Amount
1	20-02700-51-050	ENTERPRISE PRODUCTS OPERATING LP	AD VALOREM TAX DEPARTMENT	PO BOX 4018	HOUSTON, TX	77210-4018	10825	COURTHOUSE BLVD E	INVER GROVE HEIGHTS, MN	55077	\$1,372.50
2	20-02700-51-040	ENTERPRISE PRODUCTS OPERATING LP	AD VALOREM TAX DEPARTMENT	PO BOX 4018	HOUSTON, TX	77210-4018			INVER GROVE HEIGHTS, MN	55077	\$1,122.67
3	20-02700-51-030	ENTERPRISE PRODUCTS OPERATING LP	AD VALOREM TAX DEPARTMENT	PO BOX 4018	HOUSTON, TX	77210-4018			INVER GROVE HEIGHTS, MN	55077	\$492.58
4	20-02700-51-020	ENTERPRISE PRODUCTS OPERATING LP	AD VALOREM TAX DEPARTMENT	PO BOX 4018	HOUSTON, TX	77210-4018	10765	COURTHOUSE BLVD E	INVER GROVE HEIGHTS, MN	55077	\$530.01
5	20-02700-51-010	ENTERPRISE PRODUCTS OPERATING LP	AD VALOREM TAX DEPARTMENT	PO BOX 4018	HOUSTON, TX	77210-4018			INVER GROVE HEIGHTS, MN	55077	\$1,428.01
6	20-02700-58-020	ENTERPRISE PRODUCTS OPERATING LP	AD VALOREM TAX DEPARTMENT	PO BOX 4018	HOUSTON, TX	77210-4018			INVER GROVE HEIGHTS, MN	55077	\$5,382.83
7	20-02700-58-010	ENTERPRISE PRODUCTS OPERATING LP	AD VALOREM TAX DEPARTMENT	PO BOX 4018	HOUSTON, TX	77210-4018			INVER GROVE HEIGHTS, MN	55077	\$1,335.06
8	20-28400-01-010	SNW PROPERTIES LLC	STEVEN WATRUUD	10967 CLARK RD	INVER GROVE HEIGHTS, MN	55077			INVER GROVE HEIGHTS, MN	55077	\$3,692.71
9	20-28400-01-010	RODGER & SHERYL ESPESETH	RODGER & SHERYL ESPESETH	6325 BALLEE TRL E	INVER GROVE HEIGHTS, MN	55077	10900	COURTHOUSE BLVD E	INVER GROVE HEIGHTS, MN	55077	\$4,572.63
10	20-03200-01-010	STATE OF MINNESOTA	6/0 DEPT OF NATURAL RESOURCES	500 LAFAYETTE RD PO BOX 45	SAINT PAUL, MN	55155	10950	COURTHOUSE BLVD E	INVER GROVE HEIGHTS, MN	55077	\$977.54
11	20-03200-05-011	BITUMINOUS ROADWAYS INC	GERDA LAMT FTNSHP	15700 COOP RD S	BURNSVILLE, MN	55306-5243	11201	RICH VALLEY BLVD	INVER GROVE HEIGHTS, MN	55077	\$2,695.32
12	20-03200-05-020	PAUL MASON LLC	PAUL MASON LLC	7845 90TH CT E	INVER GROVE HEIGHTS, MN	55076	11178	RICH VALLEY BLVD	INVER GROVE HEIGHTS, MN	55077	\$2,518.44
13	20-03300-28-010	TODD K & LINDA D WICKER	TODD K & LINDA D WICKER	11479 RICH VALLEY BLVD	INVER GROVE HEIGHTS, MN	55077-5509			INVER GROVE HEIGHTS, MN	55077	\$85.72
14	20-03300-75-010	BITUMINOUS ROADWAY INC	BITUMINOUS ROADWAY INC	1530 COMMERCE DRIVE	MENOTA HEIGHTS, MN	55120			INVER GROVE HEIGHTS, MN	55077	\$2,695.32
15	20-57575-01-010	PINE BEND LANDFILL	ALLIED WASTE INC - PROP TAX DIV	18500 NORTH ALLED WAY	PHOENIX, AZ	85054			INVER GROVE HEIGHTS, MN	55077	\$1,062.62
16	20-57575-01-010	PINE BEND LANDFILL	ALLIED WASTE INC - PROP TAX DIV	18500 NORTH ALLED WAY	PHOENIX, AZ	85054			INVER GROVE HEIGHTS, MN	55077	\$5,039.42
17	20-03300-03-010	NORTHERN STATES PO	PROPERTY TAX DEPT	414 NICOLLET MALL	MINNEAPOLIS, MN	55401-1993			INVER GROVE HEIGHTS, MN	55077	\$2,905.78
18	20-57575-01-020	ALLIED WASTE SERVICES OF NORTH AMERICA	6/0 GAS RECOVERY SYSTEMS	2345 117TH ST E	INVER GROVE HEIGHTS, MN	55077			INVER GROVE HEIGHTS, MN	55077	\$1,047.79
19	20-03300-26-011	PINE BEND LANDFILL	ALLIED WASTE INC - PROP TAX DIV	18500 NORTH ALLED WAY	PHOENIX, AZ	85054			INVER GROVE HEIGHTS, MN	55077	\$5,099.42
20	20-03300-50-010	BROWNING-FERRIS INC	ALLIED WASTE INC - PROP TAX DIV	18500 NORTH ALLED WAY	PHOENIX, AZ	85054	11516	RICH VALLEY BLVD	INVER GROVE HEIGHTS, MN	55077	\$69.72
21	20-03300-50-020	BITUMINOUS ROADWAY INC	ALLIED WASTE INC - PROP TAX DIV	1520 COMMERCE DRIVE	MENOTA HEIGHTS, MN	55120	11661	RICH VALLEY BLVD	INVER GROVE HEIGHTS, MN	55077	\$697.89
22	20-03300-51-011	PINE BEND LANDFILL	ALLIED WASTE INC - PROP TAX DIV	18500 NORTH ALLED WAY	PHOENIX, AZ	85054			INVER GROVE HEIGHTS, MN	55077	\$5,039.42
23	20-03300-51-012	PINE BEND LANDFILL	ALLIED WASTE INC - PROP TAX DIV	18500 NORTH ALLED WAY	PHOENIX, AZ	85054			INVER GROVE HEIGHTS, MN	55077	\$805.04
24	20-03300-54-015	R & M HOLDINGS LLC	RICHARD LOGARA	251 STARKEY ST	SAINT PAUL, MN	55107			INVER GROVE HEIGHTS, MN	55077	\$95,250.01
25	20-57575-02-010	BFI RECYCLING	PINE BEND LANDFILL INC	2495 117TH ST E	INVER GROVE HEIGHTS, MN	55077	2795	117TH ST E	INVER GROVE HEIGHTS, MN	55077	\$14,114.53
26	20-57575-02-010	PINE BEND LANDFILL	ALLIED WASTE INC - PROP TAX DIV	18500 NORTH ALLED WAY	PHOENIX, AZ	85054			INVER GROVE HEIGHTS, MN	55077	\$4,977.48
27	20-03300-77-011	RICH VALLEY LLC	RICHARD O GARA	251 STARKEY ST	SAINT PAUL, MN	55107	2790	117TH ST E	INVER GROVE HEIGHTS, MN	55077	\$22,271.51
28	20-03300-76-010	MID-AMERICA PPELINE	AD VALOREM TAX DEPARTMENT	11044 COURTHOUSE BLVD	INVER GROVE HEIGHTS, MN	55077			INVER GROVE HEIGHTS, MN	55077	\$35.51
29	20-03400-01-011	JAMES & LEIA DOLPHY	JAMES & LEIA DOLPHY	500 LAFAYETTE RD PO BOX 45	SAINT PAUL, MN	55155			INVER GROVE HEIGHTS, MN	55077	\$490.68
30	20-03400-01-012	STATE OF MINNESOTA	6/0 DEPT OF NATURAL RESOURCES	500 LAFAYETTE RD PO BOX 45	SAINT PAUL, MN	55155	11116	COURTHOUSE BLVD	INVER GROVE HEIGHTS, MN	55077	\$138.82
31	20-03400-03-010	STATE OF MINNESOTA	6/0 DNR DIV LAND & MINERALS - TAX SPEC	500 LAFAYETTE RD PO BOX 45	SAINT PAUL, MN	55155			INVER GROVE HEIGHTS, MN	55077	\$415.16
32	20-03400-04-011	STATE OF MINNESOTA	6/0 DNR DIV LAND & MINERALS - TAX SPEC	500 LAFAYETTE RD PO BOX 45	SAINT PAUL, MN	55155			INVER GROVE HEIGHTS, MN	55077	\$9,063.22
33	20-36895-01-010	ISTATE TRUCKING	GORDON D GALARNAUR	260A AMERICAN BLVD E	MINNEAPOLIS, MN	55425	11532	COURTHOUSE BLVD	INVER GROVE HEIGHTS, MN	55077	\$2,111.32
34	20-36895-00-010	STATE OF MINNESOTA	DNR DIV LAND & MIN. TAX SPECIALIST	500 LAFAYETTE RD PO BOX 45	SAINT PAUL, MN	55155			INVER GROVE HEIGHTS, MN	55077	\$16,879.65
35	20-03400-77-020	SWIFT TRANSPORT	SWIFT TRANSPORT CO INC	PO BOX 29243	PHOENIX, AZ	85038-2924	11880	COURTHOUSE BLVD	INVER GROVE HEIGHTS, MN	55077	\$37.44
36	20-03400-26-011	ALLAN C & SHARON I SACHWITZ	ALLAN C & SHARON I SACHWITZ	11105 COURTHOUSE BLVD E	INVER GROVE HEIGHTS, MN	55077-5903			INVER GROVE HEIGHTS, MN	55077	\$37.44
37	20-03400-30-010	SHIRLEY PIKE	SHIRLEY PIKE	11025 COURTHOUSE BLVD	INVER GROVE HEIGHTS, MN	55077-5901	11097	COURTHOUSE BLVD	INVER GROVE HEIGHTS, MN	55077	\$37.44
38	20-38400-01-011	GAINEY REALTY & INVESTMENT CORP	GAINEY REALTY & INVESTMENT CORP	6000 CLAY AVE SW	GRAND RAPIDS, MI	49548-5789	11098	CLARK RD	INVER GROVE HEIGHTS, MN	55077	\$5,600.38
39	20-38400-01-012	WATRUUD PROPERTIES LLC	STEVEN R WATRUUD	1035 COURTHOUSE BLVD	INVER GROVE HEIGHTS, MN	55076			INVER GROVE HEIGHTS, MN	55077	\$4,085.21
40	20-03900-08-011	KENNETH G & SHIRLEY PIKE	KENNETH G & SHIRLEY PIKE	9070 90TH CT	INVER GROVE HEIGHTS, MN	55077-5901			INVER GROVE HEIGHTS, MN	55077	\$37.44
41	20-28400-00-010	WATRUUD PROPERTIES	STEVEN R WATRUUD	9070 90TH CT	INVER GROVE HEIGHTS, MN	55077			INVER GROVE HEIGHTS, MN	55077	\$9,542.91
42	20-28400-00-010	CLARK ROAD PROPERTIES LLC	MAX STEININGER CONSTRUCTION INC	3070 LEXINGTON AVE S	EAGAN, MN	55121-2207	11305	CLARK RD	INVER GROVE HEIGHTS, MN	55077	\$15,016.89
43	20-58600-01-010	PRAXAIR	6/0 DIRECTOR CORPORATE REAL ESTATE	39 OLD RIDGEWAY RD	DANBURY, CT	06810-5109	11499	COURTHOUSE BLVD	INVER GROVE HEIGHTS, MN	55077	\$9,777.95
44	20-28400-00-020	CLARK ROAD PROPERTIES LLC	6/0 DON MCLEAN	39 OLD RIDGEWAY RD	DANBURY, CT	06810-5109			INVER GROVE HEIGHTS, MN	55077	\$16,249.95
45	20-38400-00-050	PRAXAIR	6/0 DIRECTOR CORPORATE REAL ESTATE	39 OLD RIDGEWAY RD	DANBURY, CT	06810-5109			INVER GROVE HEIGHTS, MN	55077	\$985.15
46	20-03400-35-010	PRAXAIR	KANE REAL ESTATE HOLDINGS LLC	11685 CLARK RD	INVER GROVE HEIGHTS, MN	55077			INVER GROVE HEIGHTS, MN	55077	\$2,921.25
47	20-32200-01-011	CUT FRUIT EXPRESS	LT HOLDINGS LLC	PO BOX 18543	MINNEAPOLIS, MN	55418	11885	COURTHOUSE BLVD	INVER GROVE HEIGHTS, MN	55077	\$5,487.45
48	20-03400-50-011	NORTHERN STATES PO	PROPERTY TAX DEPT	414 NICOLLET MALL	MINNEAPOLIS, MN	55401-1993	3185	117TH ST	INVER GROVE HEIGHTS, MN	55077	\$878.00
49	20-03400-50-011	NORTHERN STATES PO	LAWRENCE L R LENERTZ	435 QUOWITE AVE N	LAKELAND, MN	55043-9645	3134	117TH ST	INVER GROVE HEIGHTS, MN	55077	\$5,918.11
50	20-03400-52-012	POLAR SERVICE CENTER/POMP'S TIRE	6/0 TIM TILMA	PO BOX 2256	WICHITA, KS	67201-2256	3180	117TH ST E	INVER GROVE HEIGHTS, MN	55077	\$16,844.67
51	20-03400-52-020	FLINT HILLS RESOURCES LP	6/0 TIM TILMA	PO BOX 2256	WICHITA, KS	67201-2256	3300	117TH ST E	INVER GROVE HEIGHTS, MN	55077	\$12,266.46
52	20-03400-52-020	FLINT HILLS RESOURCES LP	6/0 TIM TILMA	PO BOX 2256	WICHITA, KS	67201-2256	3098	117TH ST E	INVER GROVE HEIGHTS, MN	55077	\$874.76
53	20-03475-01-010	FLINT HILLS RESOURCES LP	FLINT HILLS FIRE STATION	PO BOX 2256	WICHITA, KS	67201-2256	3763	117TH ST E	INVER GROVE HEIGHTS, MN	55077	\$12,762.24
54	20-03400-76-030	LAND O LAKES	LAND O LAKES FARMLAND FEED	PO BOX 2256	WICHITA, KS	67201-2256			INVER GROVE HEIGHTS, MN	55077	\$2,629.79
55	20-34400-00-010	CROWN APES	OLSON TRUCK STOP	1410 19TH ST NW	ROCHESTER, MN	55901			INVER GROVE HEIGHTS, MN	55077	\$13,657.13
56	20-34400-01-010	IGH DISTRIBUTION CENTER	OLSON TRUCK STOP	1847 JOHNSON ST NE	MINNEAPOLIS, MN	55418	11600	COURTHOUSE BLVD	INVER GROVE HEIGHTS, MN	55077	\$3,927.30
57	20-34400-01-020	IGH DISTRIBUTION CENTER	INVER GROVE REAL ESTATE HOLDINGS	3500 AMERICAN BLVD W STE 200	BLOOMINGTON, MN	55431	3747	117TH ST	INVER GROVE HEIGHTS, MN	55077	\$9,063.22
58	20-03400-78-011	FLINT HILLS RESOURCES LP	FLINT HILLS RESOURCES LP	PO BOX 2256	WICHITA, KS	67201-2256	3876	117TH ST E	INVER GROVE HEIGHTS, MN	55077	\$3,527.91
59	20-03400-79-010	FLINT HILLS RESOURCES LP	FLINT HILLS RESOURCES LP	PO BOX 2256	WICHITA, KS	67201-2256			INVER GROVE HEIGHTS, MN	55077	\$415.16
60	20-03400-79-010	FLINT HILLS RESOURCES LP	FLINT HILLS RESOURCES LP	PO BOX 2256	WICHITA, KS	67201-2256			INVER GROVE HEIGHTS, MN	55077	\$3,316.14
61	20-03500-53-010	FLINT HILLS RESOURCES LP	FLINT HILLS RESOURCES LP	PO BOX 2256	WICHITA, KS	67201-2256			INVER GROVE HEIGHTS, MN	55077	\$1,902.78
62	20-03400-79-010	FLINT HILLS RESOURCES LP	FLINT HILLS RESOURCES LP	PO BOX 2256	WICHITA, KS	67201-2256			INVER GROVE HEIGHTS, MN	55077	\$865.84
63	20-03400-79-010	FLINT HILLS RESOURCES LP	FLINT HILLS RESOURCES LP	PO BOX 2256	WICHITA, KS	67201-2256			INVER GROVE HEIGHTS, MN	55077	\$1,246.79
64	20-03400-79-050	FLINT HILLS RESOURCES LP	FLINT HILLS RESOURCES LP	PO BOX 2256	WICHITA, KS	67201-2256			INVER GROVE HEIGHTS, MN	55077	\$1,175.77
65	20-03400-79-060	FLINT HILLS RESOURCES LP	FLINT HILLS RESOURCES LP	PO BOX 2256	WICHITA, KS	67201-2256			INVER GROVE HEIGHTS, MN	55077	\$725.09
66	20-03400-79-070	FLINT HILLS RESOURCES LP	FLINT HILLS RESOURCES LP	4111 E. 37TH ST N	WICHITA, KS	67220			INVER GROVE HEIGHTS, MN	55077	\$309.93
67	20-03400-79-080	FLINT HILLS RESOURCES LP	FLINT HILLS RESOURCES LP	PO BOX 2256	WICHITA, KS	67201-2256			INVER GROVE HEIGHTS, MN	55077	\$309.93



**City Project No. 2000-10**  
**117th Street and T.H. 52 Interchange**  
**Assessment Map**

THIS MAP IS FOR INFORMATION ONLY AND DOES NOT CONSTITUTE A GUARANTEE OF ACCURACY. THE CITY OF ROSEMOUNT IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS. THE USER ASSUMES ALL LIABILITY FOR ANY DAMAGE OR LOSS OF DATA ARISING FROM THE USE OF THIS MAP.

**TH 52 / 117TH STREET  
SIGNAL SYSTEM IMPROVEMENT COST ALLOCATION**

**PUBLIC INFORMATION MEETING MINUTES**

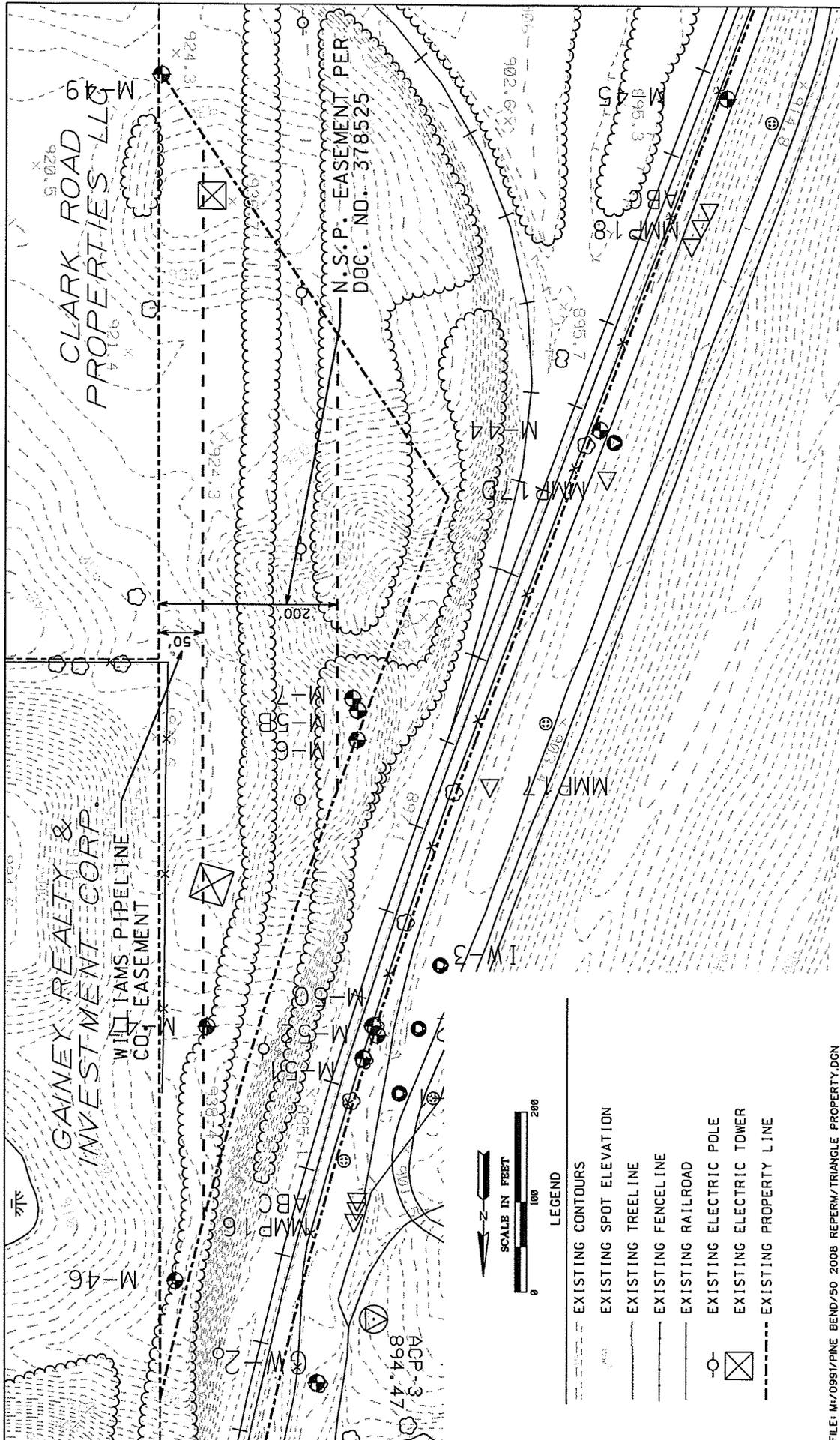
July 21, 2011 (5:30 – 7:00 p.m.)

Inver Grove Heights City Hall

- ❖ Tom Kaldunski, City Engineer, **welcomed everyone and thanked them for attending the meeting.**
- ❖ Tom provided an overview of the purpose of the meeting and the scope of the project based on the interchange developed from 2003-2008 and the subsequent signal system improvements and City cost share.
- ❖ Craig Vaughn walked the attendees through the study process and how the assessment or cost allocation was arrived at using a trip generation estimate methodology to determine proportional share. The PowerPoint presentation is available through the City of Inver Grove Heights for those that were not in attendance or for anyone else that wishes to review it.
- ❖ A member of the audience said that they did not hear about the improvement prior to it being constructed. This turned out to be a matter of not remembering the improvement had a public hearing in 2003 when it was first ordered and the City is now going through the assessment process having completed the final paper work on the payments in 2009.
- ❖ Mr. Watrud said that he would like a copy of the turning movement counts and trip generation estimates included in this study. This information will be made available as part of the project documentation that will be completed for the project.
- ❖ Mr. Watrud asked why the trip generation estimates included in this study do not match with the trip generation estimates contained in the *TH 52/117th Street Signal Assessment*, dated August, 6, 2002. The initial answer is that the land use assumptions between that study and the current study are two different data sets. The information used on the recent study is based on the City's current Comprehensive Plan and land use guidance for this area. Second, the trip generation assumptions that were used to calculate the trip estimates are based on more recent data as well.
- ❖ Those attending would like a copy of the PowerPoint presentation given this evening.
- ❖ Craig provided an explanation of how the landfill parcels are expected to generate traffic considering they only "work" approximately 11 acres of land at a time. Each parcel identified for this type of use generates traffic similar to the existing landfill that is currently operational ("working" 11 acres of land).
- ❖ Mr. Watrud and others in attendance would like to see other parcels near the area included in the assessment. The City stated that this cannot be done because the assessment area was set at the time the project was ordered and cannot be expanded at this time by law.
- ❖ Mr. Watrud commented that the trip generation estimates should be based on the current amount of traffic that is generated by each parcel and not future use of the land.

- ❖ Ms. Sachwitz asked about the appraisal review process that was completed as part of the process. Larry Danisch with Metzel Appraisers conducted the appraisal review. Steve Dodge and Tom Kaldunski said that the type of appraisal that was conducted should not be considered the same type if someone were to sell their home.
- ❖ Mr. Watrud highlighted three specific parcels that are currently being assessed based on a residential land use and he feels they should be assessed based on their future land use designation of General Heavy Industrial. Tom Kaldunski discussed this with him and said that they are being assessed based on their residential use because they are not anticipated to redevelop in the near future.
- ❖ Mr. Watrud said that the size of his parcel number 41 on the assessment area map is too large. The size that is on record for this parcel is different from what we have it listed. The City will need to verify this discrepancy and rectify accordingly.
- ❖ **Wrap-Up** of the meeting was handled by Tom Kaldunski, whereby he mentioned the comments received this evening will be reviewed and changes will be made where necessary based on substantive items.
- ❖ Next Steps include:
  - Send notice of assessments and schedule final assessment hearing for fall of 2011
  - Payment due with taxes (if applicable) in year 2012
  - Develop Final Report

*H:\Projects\7255\_Correspondence\Meetings\Property Owner Mtg\_1\mtg notes and modifications\110721\_Property Owners Mtg Minutes.docx*



OCT. 2011  
Figure 1

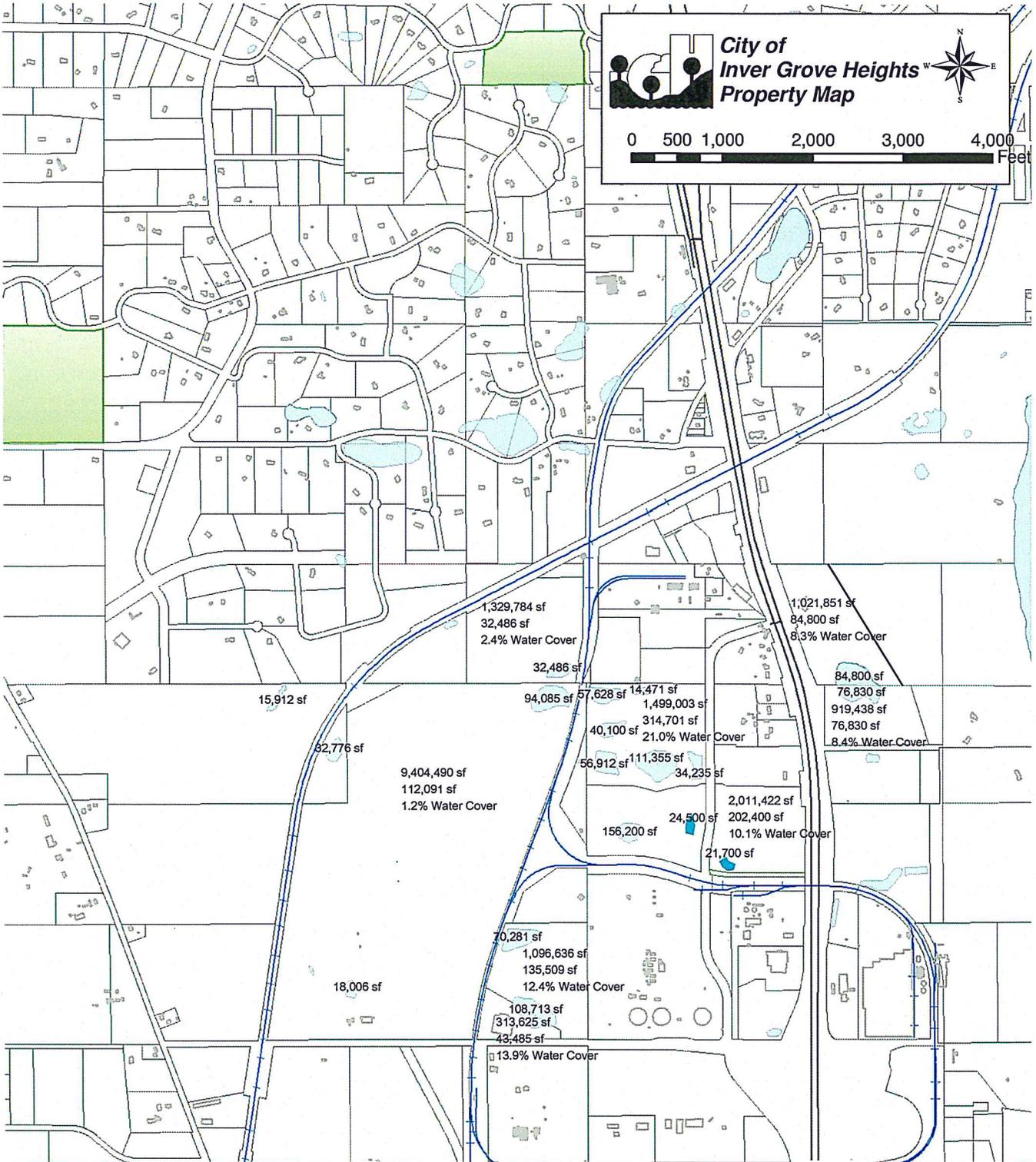


FILE: M:\0991\PINE BEND\50 2008 REPERM\TRIANGLE PROPERTY.DGN  
 BFI WASTE SYSTEMS OF NORTH AMERICA, LLC - PINE BEND LANDFILL - INVER GROVE HEIGHTS, MN  
 Northeast Property (Triangle)

EASEMENTS ON PARCEL #15

**City of  
Inver Grove Heights  
Property Map**

0 500 1,000 2,000 3,000 4,000 Feet

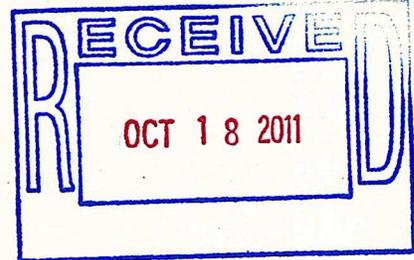




E X C A V A T I O N • D E M O L I T I O N • S H O R I N G

October 18, 2011

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



RE: City Project No.: 2000-10  
117th Street/TH 52 Intersection Improvements

Dear Council Members:

This letter is in response to your Notice of Proposed Special Assessments in connection with the above project. Clarke Road Properties, LLC and Max Steining, Inc. hereby object to the proposed assessments for Property ID No. 20-28400-00-020 and Property ID No. 20-28400-00-010. Please make this letter a part of the record of the Assessment Hearing scheduled for October 24, 2011.

The proposed assessment is objected to, because the above improvement did not confer upon the above-referenced parcels an increase of fair market value in an amount equal to or greater than the amount of the assessment.

The proposed assessment is also objected to, because the referenced intersection improvements do not confer a special benefit to the above-referenced parcels, but rather the benefit, if any, is general in nature and conferred upon the community as a whole. Also, the proposed assessment arbitrary, capricious is unreasonable and unconstitutional.

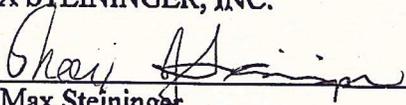
Furthermore, the proposed assessment is not uniform of other properties in the same class and same area.

Therefore, we request that the City Council not adopt the proposed assessment as to the above-referenced parcels and that if any assessment is adopted as to those parcels, it be uniform with other properties in the area.

Thank you very much for your consideration of these objections.

Sincerely,

CLARKE ROAD PROPERTIES, LLC &  
MAX STEININGER, INC.

By:   
Max Steining

cc: Tom J. Kaldunski, City Engineer  
Mayor George Tourville,  
Bill Klein, Council Member

Dennis Madden, Council Member  
Vance B. Grannis, III, Council Member  
Rosemary Piekarski-Krech, Council Member

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**Hearing on Special Assessments for 2011 Nuisance Abatement**

Meeting Date: October 24, 2011  
 Item Type: Consent Agenda  
 Contact: Thomas J. Link, Community Development Director  
 Prepared by: Thomas J. Link  
 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 a Resolution Adopting the Assessment for 2011 Nuisance Abatement Program.

**BACKGROUND**

Various properties were noticed that their properties were out of compliance in a number of different aspects; long grass and weeds, refuse, and other nuisance abatement. The property owners were notified that they needed to bring their properties into compliance or that the City would abate the nuisance and that the costs would be assessed.

The following parcels are proposed to be assessed:

206930003020 8160 COMSTOCK WAY ANGELICA JOHNSON	\$181.74
207115306080 70TH AND CLEVE KIM VO	\$181.74
203650004153 3825 65 <sup>TH</sup> ST BAC HOME LOANS SVC	\$201.24
203655006291 3915 66 <sup>TH</sup> ST E FEDERAL HOME LOAN MORTGAGE CO	\$284.00
207115205100 3280 74 <sup>TH</sup> ST PNC BANK NATIONAL ASSOC	\$1339.07
203650019230 6341 CONCORD BLVD RONALD RITTER	\$237.20
207116301160 3951 77 <sup>TH</sup> ST AMBER ARRISON	\$208.34

200040050014 2144 67 <sup>TH</sup> ST GARY STIELOW	\$168.30
203653001020 BLAINE AVE AND BLACKSHIRE PATH SAY GOODNIGHT GRACIE LLC	\$604.20
203655005041 3950 65 <sup>TH</sup> ST BASHIR MOGHUL	\$83.80
203655006291 3915 66 <sup>TH</sup> ST FEDERAL HOME LOAN MORT CORP	\$341.20
204325101020 5855 CONCORD BLVD JESSE LEE	\$83.80

For a total assessment amount of \$3,914.63

Enc: Resolution

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

**RESOLUTION ADOPTING THE ASSESSMENT FOR THE 2011 NUISANCE ABATEMENT PROGRAM**

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

**WHEREAS**, pursuant of proper notice duly given as required by law, the Council has met, heard and passed upon all objections to the proposed assessment for the improvements – 2011 Nuisance Abatement which includes the following:

Lawn mowing, tree trimming, brush removal, refuse removal, and other nuisance abatement

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

1. Such proposed assessment, a copy of which is attached hereto and made a part hereof, is hereby accepted and levied and shall constitute the special assessment against the lands herein, and each tract of land therein included is hereby found to be benefited by the proposed assessment levied against it.
2. Such assessment shall be payable in equal installments extending over a period of three (3) years, the first of the installments to be payable on or before the first Monday in January 2012, and shall bear interest at the rate of eight percent (8%) per annum from the date of adoption of this assessment resolution. To the first installment shall be added interest for one year on all installments.
3. The owner of any property, so assessed, may at any time prior to certification of the assessment to the County Auditor, pay the whole of the assessment on such property with interest accrued to the date of payment, to the City Treasurer, except that no interest shall be charged if the entire assessment is paid within thirty days from the adoption of this resolution, and the owner may, at any time thereafter, pay to the County Treasurer the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 15, or interest will be charged through December 31 of the next succeeding year.
4. The Clerk shall, forthwith, transmit a certified duplicate of this assessment to the County Auditor to be extended on the property tax lists of the County, and such assessments shall be collected and paid over the same manner as other municipal taxes.

Adopted by the City Council of Inver Grove Heights this 24<sup>th</sup> Day of October, 2011.

AYES:

NAYS:

ATTEST:

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

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

**TAX ID AND ASSESSMENT AMOUNT**

206930003020	\$181.74
207115306080	\$181.74
203650004153	\$201.24
203655006291	\$284.00
207115205100	\$1339.07
203650019230	\$237.20
207116301160	\$208.34
200040050014	\$168.30
203653001020	\$604.20
203655005041	\$83.80
203655006291	\$341.20
204325101020	\$83.80

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**First Reading of an Ordinance Adding Chapter 11 Under Title 1, Administration, Domestic Partner Registry**

Meeting Date: October 24, 2011  
Item Type: Regular  
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 first reading of an ordinance to add a Domestic Partner Registry under Title 1, Administration.

**SUMMARY** At a recent work session the City Council discussed adding an ordinance to create a Domestic Partner Ordinance to the City’s Code. On October 10<sup>th</sup>, a first reading was proposed for the Council’s consideration, but the Council decided to bring it back when all members were present.

In July the Saint Paul Pioneer Press wrote an article on the various metro area cities that were considering a Domestic Partner Registry Ordinance or that had already adopted one.

The cities listed in the Pioneer Press article as having an ordinance or considering one are: Falcon Heights, Crystal, Edina, St. Louis Park, Golden Valley, Robbinsdale, Maplewood, Duluth, Saint Paul, Minneapolis, Red Wing and Rochester.

The registries don’t have much legal authority except they may provide enough documentation for domestic partner benefits from employers that offer them.

The Council discussed adding a fee of \$25 for registration. Upon the third reading of the ordinance staff will return with the fee schedule for approval.

CITY OF INVER GROVE HEIGHTS  
DAKOTA COUNTY, MINNESOTA

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

AN ORDINANCE AMENDING INVER GROVE HEIGHTS CITY CODE,  
TITLE 1 BY ADDIING CHAPTER 11,  
REGARDING ESTABLISHMENT OF A DOMESTIC PARTNER REGISTRY

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

Section one. Amendment. Inver Grove Heights City Code Title 1 is hereby amended to add Chapter 11 to read as follows:

**Chapter 11**  
**Domestic Partnerships**

**1-11-1 - Purpose**

The City of Inver Grove Heights authorizes and establishes a voluntary program of registration of domestic partners. The domestic partner registry is a means by which unmarried, committed couples who reside in the city and who share a life and home together may document their relationship.

The Inver Grove Heights' Domestic Partnership Ordinance is a City ordinance and does not create rights, privileges, or responsibilities that are available to married couples under state or federal law. The City cannot provide legal advice concerning domestic partnerships. Applicants and registrants may wish to consult with an attorney for such advice including but not limited to: wills, medical matters, finances and powers of attorney, children and dependents, medical, health care and employment benefits.

**1-11-2 Definitions.** The following terms used in this Chapter 11 of Title 1 have the meanings given in this Section.

**Domestic Partner.** Any two adults who meet all the following:

1. Are not related by blood closer than permitted under marriage laws of the state.
2. Are not married.
3. Are competent to enter into a contract.
4. Are jointly responsible to each other for the necessities of life.
5. Are committed to one another to the same extent as married persons are to each other, except for the traditional marital status and solemnities.
6. Do not have any other domestic partner(s).
7. Are both at least 18 years of age.
8. Both of whom reside in Inver Grove Heights.

**Domestic Partnership.** The term “domestic partnership” shall include, upon production of valid, government-issued documentation, in addition to domestic partnerships registered with the City of Inver Grove Heights:

1. Any persons who have a currently-registered domestic partnership with a governmental body pursuant to state, local, or other law authorizing such registration. The term domestic partnership shall be construed liberally to include unions, regardless of title, in which two individuals are committed to one another as married persons are traditionally committed, except for the traditional marital status and solemnities.
2. Marriages that would be legally recognized as a contract of lawful marriage in another local, state or foreign jurisdiction, but for the operation of Minnesota law.

**1-11-3 Registration of Domestic Partnership.**

- A. The City Clerk shall accept an application in a form provided by the City to register domestic partners who state in such application that they meet the definition of domestic partners.
- B. The City Clerk shall charge an application fee for the registration of domestic partners and shall charge a fee for providing certified copies of registrations, amendments, or notices of termination. The fees required by this Section are set by resolution of the City Council.
- C. The City Clerk shall provide each domestic partner with a registration certificate. The registration certificate shall not be issued prior to the third working day after the date of the application.
- D. This application and certificate may be used as evidence of the existence of a domestic partner relationship.
- E. The City Clerk shall keep a record of all registrations of domestic partnership. Amendments to registrations and notices of termination. The records shall be maintained so that amendments and notices of termination are filed with the registration of domestic partnership to which they pertain.
- F. The application and amendments thereto, the registration certificate, and termination notices shall constitute government data and will be subject to disclosure pursuant to the terms of the Minnesota Government Data Practices Act.

**1-11-4 Amendments.**

The City Clerk may accept amendments for filing from persons who have domestic partnership registrations on file, except amendments which would replace one of the registered partners with another individual.

### **1-11-5 Termination of Domestic Partnership.**

Domestic partnership registration terminates when the earliest of the following occurs:

1. One of the partners dies; or
2. Forty-five days after one partner: a) sends the other partner written notice, on a form provided by the City, that he or she is terminating the partnership; and b) files the notice of termination and an affidavit of service of the notice on the other partner with the City Clerk.

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 28<sup>th</sup> day of November, 2011.

Attest:

---

Mayor George Tourville

---

Melissa Rheume  
Deputy City Clerk

**Kennedy**

&

**Graven**

CHARTERED

---

470 U.S. Bank Plaza  
200 South Sixth Street  
Minneapolis MN 55402

(612) 337-9300 telephone  
(612) 337-9310 fax  
<http://www.kennedy-graven.com>

## MEMORANDUM

**TO:** Joe Lynch

**FROM:** Stephen Bubul

**DATE:** October 18, 2011

**RE:** Contract for Private Development between City of Inver Grove Heights and Southeast Quadrant LLC

---

As you know, the City entered into a Contract for Private Development between the City and Southeast Quadrant LLC (the “Developer”) dated October 11, 2004, as amended by the First Amendment thereto dated October 27, 2008 (the “Contract”). The First Amendment to the Contract extended the deadline for completion of the Minimum Improvements and the remaining Site Improvements from December 31, 2008 to December 31, 2011.

The Developer has now requested a Second Amendment to the Contract, in order to extend the completion date by three more years (from December 31, 2011 to December 31, 2014). A draft amendment accompanies this memo. Following is a brief description of the status of the Contract, and the impact of the proposed Second Amendment.

In the original Contract, the City authorized issuance of Tax Increment Revenue Notes (the “TIF Notes”) in the aggregate principal amount of \$1,995,000. The TIF Notes would be issued in two or three separate TIF Notes over time. In each case, at the time of issuance, Developer was required to prove that it had spent at least the principal amount of the TIF Note to pay for certain Site Improvements (which includes gas line relocation, excavation, grading, filling, retaining walls, various stormwater improvements, and wetland mitigation).

Developer timely completed the first portion of the Site Improvements by December 31, 2005, and submitted evidence of its Site Improvement costs. The City issued the first TIF Note in the amount of \$1,322,394, designated as Series 2006A and dated November 15, 2005 (the “Series 2006A Note”). [The Series 2006A Note was actually delivered in June, 2006, but was dated November 15, 2005 because the earlier date is when the Developer actually submitted the evidence of its Site Improvement costs.]

The Series 2006A Note is payable solely from and to the extent of 90 percent of the tax increments generated from the Development Property in the six months before each payment date (referred to as “Available Tax Increment”). That is, only the increment generated by the Developer’s improvements is pledged to the note; other increment from TIF District No. 4-1 is *not* pledged. Interest accrues on the Series 2006A Note from November 15, 2005, and the first possible payment date was August 1, 2007.

However, the Contract states that no payments will be made on the Series 2006A Note until the separate Land Development Agreement is executed. That has not happened, and no buildings have been built, so no payments have yet been made on the note. The final payment date on the Series 2006A Note is February 1, 2020. If there is not enough Available Tax Increment to pay the total principal and interest on the Series 2006A Note, the outstanding balance simply goes unpaid.

The City has begun to collect a small amount of tax increment from the site (approximately \$22,000 annually), created by a small increase in market value despite the lack of buildings. Under the current Series 2006A Note, the City is holding these funds for later payment if and when the Land Development Agreement is executed. At that point, these accumulated revenues will be part of the Available Tax Increment payable on the Series 2006A Note.

The impact of the Second Amendment is to allow the Developer additional time to complete the Minimum Improvements and remaining Site Improvements. If that work is completed by December 31, 2014 (which would mean the Land Development Agreement is also executed), payments on the Series 2006A Note will begin. However, the few remaining years on the Series 2006A Note mean that, almost certainly, the principal and accrued interest will not be paid in full. For example, if the improvements are completed by the end of 2013, the first tax increment from the new value would be collected only in years 2015 through 2019.

Nothing in the Second Amendment extends the payments on the Series 2006A Note, and such extension would not legally be possible without special legislation, as the TIF District will be decertified under current law at the end of 2019. (The February 1, 2020 payment on the note is paid from the second-half 2019 taxes.) Any special legislation to extend the district would require approval by the City Council, and under Minnesota Statutes, Section 469.1782, would also require approval by the county board and the relevant school board.

Also, the Developer remains technically entitled to a second TIF Note in the maximum amount of \$672,606, which is the difference between the Series 2006A Note already issued and the maximum \$1,995,900 amount of TIF Notes authorized under the Contract. However, because of the limited time left in the TIF District, there is no possibility that a second note would ever be paid absent special legislation extending the TIF District. Therefore, it is unlikely that a second note will ever be issued.

If you have questions about the Second Amendment, please let me know.

**CITY OF INVER GROVE HEIGHTS**

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

**RESOLUTION APPROVING A SECOND AMENDMENT TO CONTRACT  
FOR PRIVATE DEVELOPMENT BETWEEN THE CITY OF INVER  
GROVE HEIGHTS AND SOUTHEAST QUADRANT, LLC**

BE IT RESOLVED by the City Council (the “Council”) of the City of Inver Grove Heights, Minnesota as follows:

Section 1. Background.

- 1.01. The City has previously established Tax Increment Financing District No. 4-1 (the “TIF District”) pursuant to Minnesota Statutes, Section 469.174 to 469.1799 (the “TIF Act”) and certain special legislation.
- 1.02. In order to facilitate development of certain property in the TIF District, the City entered into that certain Contract for Private Development with Southeast Quadrant LLC (the “Developer”) dated October 11, 2004, as amended by a First Amendment thereto dated October 28, 2008 (the “Contract”).
- 1.03. Pursuant to the Contract, the City issued its \$1,322,924 Tax Increment Revenue Note, Series 2006A (the “TIF Note”), in order to reimburse Developer for certain development costs described in the Contract.
- 1.04. The Developer has requested additional time to construct the Minimum Improvements and to complete all Site Improvements (as those terms are defined in the Contract).
- 1.05. To accommodate the change in construction schedule, the City has caused to be prepared a Second Amendment to Contract for Private Development (the “Second Amendment”).
- 1.06. The Council has reviewed the proposed Second Amendment, and has determined that it is in the best interests of the City and its residents to approve that document.

Section 2. Second Amendment Approved.

- 2.01. The Second Amendment is approved in substantially the form on file in City Hall, subject to modifications that do not alter the substance of the transaction and are approved by the Mayor and City Administrator, provided that execution of the document by the Mayor and Deputy Clerk will be conclusive evidence of approval.
- 2.02. The Mayor and Deputy City Clerk are authorized and directed to execute the Second Amendment and any other documents or certificates necessary to carry out the transactions described in the Second Amendment.

Adopted by the City Council of the City of Inver Grove Heights this 24<sup>th</sup> day of October, 2011.

---

George Tourville, Mayor

ATTEST:

---

Deputy Clerk

**October 18, 2011 Draft**

**SECOND AMENDMENT TO  
CONTRACT FOR PRIVATE DEVELOPMENT**

THIS AGREEMENT, made as of the \_\_\_ day of October, 2011, by and between the CITY OF INVER GROVE HEIGHTS, MINNESOTA, a Minnesota municipal corporation (the “City”), and SOUTHEAST QUADRANT LLC, a Minnesota limited liability company (the “Developer”).

WITNESSETH:

WHEREAS, the City has undertaken a program to promote economic development and job opportunities and to promote the development of land which is underutilized within the City, and in this connection created Development District No. 4 (hereinafter referred to as the “Project”) in an area (hereinafter referred to as the “Project Area”) located in the City and a Tax Increment Financing District No. 4-1 (the “TIF District”) within the Project Area, all pursuant to Minnesota Statutes, Sections 469.124 to 469.134 (the “Act”) Minnesota Statutes, Sections 469.174 to 469.1799 and the Special Laws (as defined herein); and

WHEREAS, the City and Developer entered into a Contract for Private Development dated as of October 11, 2004, as amended by a First Amendment thereto dated October 28, 2008 (the “Contract”), under which the Developer agreed to construct certain improvements in the TIF District and the City agreed to provide certain financial assistance for that effort; and

WHEREAS, pursuant to the Contract, the City issued to Developer the City’s \$1,322,394 Tax Increment Revenue Note, Series 2006A (the “Series 2006 Note”), and provided for the possible issuance of one or more additional notes in the maximum additional principal amount of \$672,606 (the “Future Notes”); and

WHEREAS, as a condition to the City’s obligation to make any payments on the Series 2006 Note and any Future Notes, the Developer and the City must execute a Land Development Agreement as defined in the Contract; and

WHEREAS, in light of changing market conditions, the Developer has requested, and City has agreed, to modify the development schedule under the Contract, subject to the terms and conditions of this Second Amendment to the Agreement (the “Second Amendment”);

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

1. The first paragraph of Section 4.3 of the Contract is modified to read as follows:

Section 4.3. Commencement and Completion of Construction. The parties agree and acknowledge that the Developer substantially completed (or caused completion of) construction of the Site Improvements (other than retaining walls, storm water ponding and other storm water improvements) by December 31, 2005. Subject to Unavoidable

Delays, Developer must substantially complete (or cause completion of) the Minimum Improvements and the balance of Site Improvements by December 31, 2014. All work with respect to the Minimum Improvements to be constructed or provided by the Developer on the Development Property shall be in conformity with the Construction Plans as submitted by the Developer and approved by the City.

2. Developer expressly acknowledges that given delay in development of the Minimum Improvements, Available Tax Increment pledged to the Series 2006 Note (and to any Future Notes if and when issued) is expected to be significantly lower than projected at the time of issuance of the Series 2006 Note, and that Available Tax Increment may be insufficient to pay the principal and interest on the Series 2006 Note and any Future Notes.

3. Developer further acknowledges that as of the date of this amendment to the Contract, the Land Development Agreement has not been executed by Developer and City, and that, in accordance with the Contract, no payments will be made on the Series 2006 Note or any Future Notes unless and until the Land Development Agreement is executed in full.

4. The Contract remains in full force and effect and is not modified except as expressly provided herein.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf and its seal to be hereunto duly affixed and the Developer has caused this Agreement to be duly executed in its name and behalf as of the date first above written.

CITY OF INVER GROVE HEIGHTS,  
MINNESOTA

By \_\_\_\_\_  
Its Mayor

By \_\_\_\_\_  
Its City Administrator and Clerk

STATE OF MINNESOTA    )  
                                          ) SS.  
COUNTY OF DAKOTA    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_, 2011 by George Tourville and Joe Lynch, the Mayor and City Administrator and Clerk of the City of Inver Grove Heights, Minnesota, on behalf of the City.

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



**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

---

Meeting Date: October 24, 2011  
Item Type: Administration  
Contact: Joe Lynch  
Prepared by: Joe Lynch  
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**

Approve the Agreement with David Lethert for the repair and installation of a new septic system for the property at 8485 Courthouse Boulevard Court.

**SUMMARY**

As Council knows, Mr. Lethert has inquired about the possibility of purchasing his home on Courthouse Boulevard Court in anticipation of the development on the United Property location. Council has thus far found no public purpose in doing so. In researching the property for preparation of the possible purchase, staff found a non-compliant septic system that needs to be removed and replaced with a compliant one. Mr. Lethert was given nine (9) months to bring the system into compliance, as required by our Ordinance. However, due to the circumstances with the possible acquisition of his property, he was given a time extension. Mr. Lethert has inquired about the possibility of working with the City in financing this replacement septic system allowing him to pay for it over a period of five years, while recognizing that at some point in the future another party may purchase the property (either the City or a third party). At that time the loan must be paid off.

Enclosed is a copy of a draft agreement between the two parties calling for this financial arrangement. Mr. Lethert would have five years to pay the city back by virtue of principal and interest payments included with his tax statements paid to the city twice per year. We would include an interest rate 1 percent above our cost of borrowing money, just like we do for an assessment. Mr. Lethert could prepay the amount with no penalty, but would include interest to that date. If the City obtains the property before the end of the agreement, for whatever purpose, the amount outstanding on the loan at that time would be paid off by the City. If a third party buys the property, the loan amount would have to be paid off at that time, as any outstanding assessment does when property is sold.

**CITY OF INVER GROVE HEIGHTS  
AGREEMENT TO ABATE CESSPOOL NUISANCE  
WITH LOCAL IMPROVEMENT PROJECT PURSUANT TO  
MINNESOTA STATUTES § 429.021**

**THIS AGREEMENT TO ABATE CESSPOOL NUISANCE WITH LOCAL  
IMPROVEMENT PROJECT PURSUANT TO MINNESOTA STATUTES §429.021**

("Agreement") is entered into and effective as of the "Agreement Date" defined below, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (the "City"), and David D. Lethert and Margaret P. Lethert, husband and wife (the "Owner").

**WITNESSETH:**

**WHEREAS**, the Owner owns Property addressed as 8485 Courthouse Boulevard Court, Inver Grove Heights, Minnesota 55077-3907, and identified as Dakota County Property Tax Parcel No. 20-01700-07-120, and legally described in Exhibit A which is attached hereto and made a part hereof; and

**WHEREAS**, the Property is improved with a single-family home that utilizes an individual sewage treatment system ("ISTS") that qualifies as a non-compliant cesspool. To be compliant with state requirements, an existing ISTS must "protect groundwater," among other things pursuant to Minn. R. 7080.1500, subp. 4(B). A "cesspool" is defined as:

An underground pit, receptacle, or seepage tank that receives sewage directly from a building sewer and leaches sewage into the surrounding soil, bedrock, or other soil materials. Cesspools include sewage tanks that were designed to be watertight, but subsequently leak below the designed operating depth.

Minn. R. 7080.1100, subp. 15.

The City Building Officials have determined that the nuisance needs to be abated with the

abandonment or removal of the non-compliant cesspool pursuant to City regulations, and the existing single-family home needs to be connected to a compliant ISTS; and

**WHEREAS**, the Owner acknowledges and agrees that the non-compliant cesspool is a nuisance, and the Owner has requested the City's assistance with the abatement of the nuisance and the City's assistance to effectuate the connection of the existing single-family home to a compliant ISTS; and

**WHEREAS**, the City has the statutory authority to engage in local improvements for the purpose of abating nuisances pursuant to Minnesota Statutes § 429.021, Subd. 1(8).

**NOW, THEREFORE**, in consideration of the mutual promises and covenants of each to the other contained in this Agreement and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto do covenant and agree as follows:

**ARTICLE I**  
**THE AGREEMENT**

**Section 1.01 Purpose.** The purpose of this Agreement is to memorialize the covenants and agreements between the Owner and the City with regard to the Property and the Local Improvement Project including the Owner's waiver of assessment appeal rights up to the Assessment Waiver Amount which constitutes an estimated benefit pursuant to Minnesota Statutes, Chapter 429 in the manner authorized by Minnesota Statutes § 462.3531 in return for the City's efforts to complete the Local Improvement Project that will abate the nuisance caused by a non-compliant cesspool.

**Section 1.02 Cooperation.** The City and the Owner shall cooperate and use their respective best efforts to ensure the most expeditious implementation of the various provisions of this Agreement.

**Section 1.03 Term.** The term of this Agreement shall commence on the Agreement Date and shall terminate upon the expiration of the Assessment Term (or upon prepayment of the levied assessment).

**Section 1.04 Recitals.** The above recitals are true and correct as of the date hereof and constitute a part of this Agreement.

**ARTICLE II**  
**DEFINITIONS**

**Section 2.01 Definitions.** The following are terms used in this Agreement. Their meanings as used in this Agreement shall be expressly indicated below, unless the context of this Agreement requires otherwise:

- (a) Agreement: This agreement to memorialize the covenants and agreements between the Owner and the City with regard to the Property and the Local Improvement Project including the Owner's waiver of assessment appeal rights up to the Assessment Waiver Amount which constitutes an estimated benefit pursuant to Minnesota Statutes, Chapter 429 in the manner authorized by Minnesota Statutes § 462.3531 in return for the City's efforts to complete the Local Improvement Project that will abate the nuisance caused by a non-compliant cesspool.
- (b) Agreement Date: The date that the last party to this Agreement executes this Agreement.
- (c) Assessment Interest Rate: The special assessment levied against the Property shall accrue interest at a rate of four and one-half percent (4.5%) per year for the Assessment Term.
- (d) Assessment Term: The term of the special assessment levied against the Property shall be five (5) years.
- (e) Assessment Waiver Amount: The maximum amount of money not to exceed \$15,000 that the Owner agrees could be specially assessed against the Property over the Assessment Term with interest accrual at the Assessment Interest Rate to fund the Local Improvement Project which is commensurate with the estimated special benefit of the Local Improvement Project to the Property. The Agreement provides that the City will assess the actual costs of the Local Improvement Project up to (but not exceeding) the \$15,000 Assessment Waiver Amount.
- (f) City: The City of Inver Grove Heights, a Minnesota municipal corporation.
- (g) Director of Public Works: The City of Inver Grove Heights Director of Public Works.
- (h) ISTS: An individual sewage treatment system.
- (i) Local Improvement Project: The abandonment or removal of the existing non-compliant cesspool pursuant to City regulations and the installation of a compliant ISTS servicing the existing single-family home on the Property. A copy of the Local Improvement Project plans and bid documents shall be kept on file with the City during the Local Improvement Project.
- (j) Owner: David D. Lethert and Margaret P. Lethert, husband and wife, and their successors and assigns.
- (k) Property: The property addressed as 8485 Courthouse Boulevard Court, Inver Grove Heights, Minnesota 55077-3907, and identified as Dakota County Property Tax Parcel No. 20-01700-07-120, and legally described in Exhibit A which is attached hereto and

made a part hereof.

**ARTICLE III**  
**COVENANTS AND AGREEMENTS**

**Section 3.01 Covenants and Agreements of the Owner.** The Owner covenants and agrees with the City that:

- (a) Local Improvement Project: Owner hereby authorizes the City to contract directly with a private construction contractor for the construction of the Local Improvement Project up to \$15,000; or, the Owner shall join in the contract between the City and a private construction contractor for the construction of the Local Improvement Project if the construction contract costs exceed \$15,000. The Owner agrees if the amount of the construction contract exceeds \$15,000, the Owner shall pay the difference between the construction contract price and \$15,000 in cash to the private construction contractor at the time of the execution of the construction contract. The Owner agrees to pay the private construction contractor directly following the completion of the Local Improvement Project for any Local Improvement Project cost overruns and/or change orders incurred during the City's administration of the construction contract that cause the actual costs of the Local Improvement Project to exceed \$15,000.

The Owner agrees that the City shall pay the actual cost of the Local Improvement Project up to \$15,000; and, said actual costs totaling up to \$15,000 (the "Assessment Waiver Amount") shall be specially assessed against the Property over the Assessment Term with interest accrual at the Assessment Interest Rate to fund the Local Improvement Project which is commensurate with the estimated special benefit of the Local Improvement Project to the Property.

The Owner hereby authorizes said private constructing contractor the right to enter the Property for purposes of constructing the Local Improvement Project, and the Owner hereby authorizes the City to enter upon the Property at reasonable times for purposes of inspecting the construction of the Local Improvement Project.

- (b) Assessment Appeal Waiver: Owner hereby authorizes the City to certify to the Dakota County Auditor/Property Tax Assessor a special assessment against the Property up to the Assessment Waiver Amount for the actual costs of the Local Improvement Project. Owner agrees further that said special assessment against the Property up to the Assessment Waiver Amount for the actual costs of the Local Improvement Project shall begin to accrue interest at the Assessment Interest Rate on the latter date that the City passes a resolution levying said special assessment or the Agreement Date.

The Owner hereby waives all rights to assessment notices, hearings and appeals, and all other rights pursuant to Minn. Stat. § 429.031, § 429.061, § 429.071 and §429.081 for the special assessment against the Property up to the Assessment Waiver Amount. The Owner hereby waives any and all procedural and substantive objections to the special assessment up to the Assessment Waiver Amount against the Property, including, but not limited to, notice and hearing requirements and any claim that any or all of the special assessment up to the Assessment Waiver Amount against the Property exceeds the benefit to the Property for the Local Improvement Project. The Owner acknowledges and agrees that the benefit of the Local Improvement Project to the Property does in fact exceed Assessment Waiver Amount.

The City and the Owner acknowledge and agree that the Owner's waiver of assessment appeal rights pursuant to Minnesota Statutes, Chapter 429, is capped at the Assessment Waiver Amount by operation of Minn. Stat. § 462.3531. The City and the Owner acknowledge and agree that the Owner may appeal any special assessment above the Assessment Waiver Amount.

- (d) Owner Covenant Not to Sue the City: Owner hereby covenants with the City not to appeal or sue the City for a court to set aside, reduce, repeal, or invalidate the levied assessment, or for other relief from the payment of the City's levy of a special assessment up to the Assessment Waiver Amount against the Property once the City has contracted for the construction of the Local Improvement Project or once the City has paid the actual cost for the Local Improvement Project in reliance upon the funding reimbursement provided by this Agreement.
- (e) Owner Covenant that Owner is the Property Fee Owner: Owner hereby covenants and warrants with the City that Owner is seized in fee of the Property and has good right to enter into this Agreement with the City.
- (f) Owner Responsible for Maintenance, Repairs and/or Future Replacement of new/compliant ISTS servicing the existing single-family home on the Property: The Owner acknowledges and agrees that after installation of the new/compliant ISTS servicing the existing single-family home on the Property, said improvements will be private improvements. The Owner also acknowledges and agrees that the Owner and future owners of the Property shall be responsible for the maintenance, repair and future replacement of the new/compliant ISTS servicing the existing single-family home on the Property being installed as part of the Local Improvement Project. The Owner acknowledges and agrees further that the City does not warrant the materials and/or the installation of said new/compliant ISTS improvements, and the Owner acknowledges and agrees that the Owner must remedy any defects in the material and/or installation of the said

new/compliant ISTS improvements, and the Owner acknowledges that the Owner is solely responsible for pursuing the private construction contractor to repair any defects in the materials and/or installation of said new/compliant ISTS improvements.

- (g) Unpaid Assessment Principal and Interest Balances to be Paid if Owner Sells the Property: The Owner agrees that the Owner shall pay-off the principal balance of the City's assessment levy against the Property and any accrued interest for the Local Improvement Project prior to or at the closing of Owner's sale of the Property to a third party.

**Section 3.02 Covenants and Agreements of the City.** The City covenants and agrees with the Owner that:

- (a) City Payment of Costs of Local Improvement Project: The City hereby agrees to pay the actual cost of the Local Improvement Project not to exceed \$15,000; and, said actual costs totaling up to \$15,000 (the "Assessment Waiver Amount") shall be specially assessed against the Property over the Assessment Term with interest accrual at the Assessment Interest Rate to refund the City for its payment of the actual costs of the Local Improvement Project.
- (b) Assessment Waiver Amount: The City agrees that the City will certify/levy a special assessment against the Property up to the Assessment Waiver Amount for the actual costs of the Local Improvement Project. The City agrees that said certified/levied special assessment against the Property up to the Assessment Waiver Amount shall be spread over the Assessment Term with interest accrual at the Assessment Interest Rate.
- (c) Prepayment of Assessment: The City agrees that the Owner may prepay some or all of the City's assessment levy against the Property for the Local Improvement Project with no penalty and only with interest accrual pursuant to Minn. Stat. §429.061.
- (d) City Assumption of Assessment Liability upon City Acquisition of Property: If the City acquires that part of the Property improved with the existing single-family home from the Owner by direct purchase or by using its power of eminent domain prior to the expiration of the Assessment Term, the City agrees to assume/pay the principal and interest balance of the City's assessment levy against the Property for the Local Improvement Project as of January 1<sup>st</sup> of the year following the year of the closing of a direct purchase of said part of the Property or as of January 1<sup>st</sup> of the year following the year that the City receives a District Court Order awarding the City title and possession of said part of the Property.

**ARTICLE IV**  
**DEFAULT**

**Section 4.01 Default.** If a party to this Agreement materially defaults in the due and timely performance of any of its covenants, or agreements hereunder, the other party(s) may give notice of default of this Agreement. The notice shall specify with particularity the default or defaults on which the notice is based. The notice shall specify a thirty (30) day cure period within which the specified default or defaults must be cured. If the specified defaults are not cured within the cure period, the other party(s) may pursue all remedies and sanctions available at law and in equity, including specific performance.

**Section 4.02 Attorneys' Fees, Costs and Expenses.** The Owner agrees to pay the City the amount of the City's assessment levy up to the Assessment Waiver Amount with accrued interest together with any City's attorneys' fees, costs and expenses expended to defend the special assessment levy by the City pursuant to this Agreement. The Owner acknowledges and agrees that the Owner would be unjustly enriched if the City's assessment levy pursuant to this Agreement was set aside, reduced, repealed or invalidated by a court with jurisdiction over the Property after the City let/awarded a construction contract for the Local Improvement Project or after the City pays the actual costs of the Local Improvement Project since the Owner requested the Local Improvement Project to eliminate a nuisance and the Owner requested the assessment financing of the actual costs of the Local Improvement Project provided by this Agreement. The Owner agrees that the court with jurisdiction over the Property shall award the City the assessment levy up to the Assessment Waiver Amount with accrued interest together with any City's attorneys' fees, costs and expenses arising from a breach of the Owner's covenant not to appeal or sue the City pursuant to Article III, Section 3.01(d).

**ARTICLE V**  
**CITY REMEDIES UPON PROPERTY OWNER DEFAULT**

**Section 5.01 City Remedies.** If the Owner, after notice of default served by the City, does not cure the default within thirty (30) day cure period, then the City may avail itself of any remedy afforded by law and in equity, and any of the following remedies:

- (a) the City may specifically enforce this Agreement;
- (b) the City may suspend any work, improvement or obligation to be performed by the City or the private construction contractor performing the Local Improvement Project;
- (c) the City may suspend or deny building permits or certificates of occupancy for buildings within the Property;
- (d) the City may, at its sole option, certify against the Property,



8150 Barbara Avenue  
Inver Grove Heights, MN 55076

If to the Owner:

David D. Lethert and Margaret P. Lethert  
8485 Courthouse Boulevard Court  
Inver Grove Heights, Minnesota 55077-3907

**Section 7.02 Non-Assignability.** Neither the City nor the Owner shall assign any interest in this Agreement nor shall either party transfer any interest in the same without the prior written consent of the other party.

**Section 7.03 Binding Effect.** This Agreement and the terms, conditions and covenants contained herein and the transaction contemplated hereunder shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs, personal representatives, and permitted assigns. This Agreement shall further be binding on subsequent purchasers of the Property and shall run with the Property herein described.

**Section 7.04 Severability.** In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**Section 7.05 Amendments, Changes and Modifications.** This Agreement may be amended or any of its terms modified or changed only by a written amendment authorized and executed by the City and the Owner.

**Section 7.06 Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**Section 7.07 Entire Agreement.** This Agreement shall constitute the entire agreement between the parties and shall supersede all prior oral or written negotiations.

**Section 7.08 Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

**Section 7.09 Cautions.** The captions and the headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provision or section of this Agreement.

**Section 7.10 Recording.** This Agreement may be recorded by the City with the County Recorder and/or Registrar of Titles.

**Section 7.11 Notice To Buyers.** The Owner agrees to notify and provide any buyer of



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Notary Public



## Exhibit A

The East Four Hundred Fifteen and Eight Tenths (415.8) feet of that part of the East One Half ( $E \frac{1}{2}$ ) of the Northeast Quarter ( $NE \frac{1}{4}$ ) lying South of the Centerline of Old State Highway No. 55, Section Seventeen (17), Township Twenty-Seven (27), Range Twenty-Two (22), according to the United States Government Survey thereof, Dakota County, Minnesota.

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**RODGER ESPESETH - Case No. 11-21CA**

Meeting Date: October 24, 2011  
 Item Type: Regular  
 Contact: Heather Botten 651.450.2569  
 Prepared by: Heather Botten, Associate Planner  
 Reviewed by: Planning

**Fiscal/FTE Impact:**

- |                                     |                                    |
|-------------------------------------|------------------------------------|
| <input checked="" type="checkbox"/> | None                               |
| <input type="checkbox"/>            | Amount included in current budget  |
| <input type="checkbox"/>            | Budget amendment requested         |
| <input type="checkbox"/>            | FTE included in current complement |
| <input type="checkbox"/>            | Other                              |

**PURPOSE/ACTION REQUESTED**

Consider a resolution relating to a **Conditional Use Permit** to allow three RV/trailer rental spaces for the property located at 1181 – 80<sup>th</sup> Street.

- Requires a 4/5<sup>th</sup>'s vote.
- 60-day deadline: November 5, 2011 (second 60-days)

**SUMMARY**

The applicant is requesting a conditional use permit to allow three RV-trailer rental spaces on the existing multi-use site. The applicant purchased the property in the mid 90's and ran the existing hotel site. He received a conditional use permit in 1998 to allow outdoor storage on the property. According to the planning report, the previous owner rented out three RV/trailer spaces on the property. Mr. Espeseth requested to retain the three spaces with the 1998 CUP but one of the spaces was too close to the realigned 80<sup>th</sup> Street so it was eliminated. Mr. Espeseth is now requesting the additional RV space to be located next to the main building on the property. There are three or four spaces where an RV unit could be located, however, staff is more concerned about limiting the total number of rental sites rather than their exact location. The existing septic system is satisfactory for three RV/trailer rentals, but any more would require a major upgrade and State licenses.

The proposed request meets the Conditional Use Permit criteria relating to the Comprehensive Plan and zoning consistency, land use impacts such as setbacks, landscaping, and aesthetics, environmental impacts, and public health and safety impacts. Access to the site is not changing.

Planning Staff: Based on the information provided staff recommends approval of the conditional use permit to allow three RV/trailer rental spaces with the conditions listed in the attached resolution.

Planning Commission: At the October 4, 2011 public hearing, the Planning Commission recommended approval of the request with the conditions listed in the attached resolution (8-0).

Attachments: CUP Resolution  
 Planning Commission Recommendation  
 Planning Staff Report

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

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

**RESOLUTION APPROVING A CONDITIONAL USE PERMIT TO ALLOW THREE  
RV/TRAILER RENTAL SPACES**

(Espeseth)  
Case No. 11-21CA

**WHEREAS**, an application for a Conditional Use Permit has been submitted for the property located at 1181 - 80<sup>th</sup> Street and legally described as:

PT OF S 1/2 OF W 1/2 OF SW 1/4 COM 550 FT N & 125 FT E OF SW COR N  
152.5 FT E 363.9 FT S 29D36M E 537.6 FT E 40 FT S 214.83 FT TO N LINE  
TH #55 W & NW ON HWY TO BEG SUBJ TO HWY, SECTION 8, TOWNSHIP 27, RANGE  
22, DAKOTA COUNTY MINNESOTA

**WHEREAS**, an application for a conditional use permit has been submitted to allow three RV/trailer rental spaces on the property whereas the property is currently allowed two;

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

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

**WHEREAS**, a public hearing concerning the conditional use permit was held before the Inver Grove Heights Planning Commission in accordance with Minnesota Statute, Section 462.357, Subdivision 3 on October 4, 2011;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS**, that a Conditional Use Permit to allow three RV/trailer rental spaces is hereby approved with the following conditions:

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

Site Plan

dated 09/27/11

2. The City Code Enforcement Officer, or other designee, shall be granted right of access to the property at all reasonable times to ensure compliance with the conditions of this permit.
3. No more than three (3) RV/trailer rental sites allowed on the property.

**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 the 24<sup>th</sup> day of October, 2011.

AYES:

NAYS:

ATTEST:

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

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

**RECOMMENDATION TO  
CITY OF INVER GROVE HEIGHTS**

**TO:** Mayor and City Council of Inver Grove Heights  
**FROM:** Planning Commission  
**DATE:** October 4, 2011  
**SUBJECT:** RODGER ESPESETH - CASE NO. 11-21C

**Reading of Notice**

Commissioner Simon read the public hearing notice to consider the request for a conditional use permit amendment to allow three RV hook-ups instead of the approved two, for the property located at 1181 – 80<sup>th</sup> Street. 3 notices were mailed.

**Presentation of Request**

Allan Hunting, City Planner, explained the request as detailed in the report. He advised that the applicant purchased the property in the mid 90's and ran the existing hotel site. He received a conditional use permit in 1998 to allow outdoor storage on the property. According to the planning report, the previous owner rented out three RV/trailer spaces on the property. Mr. Espeseth requested to retain the three spaces with the 1998 CUP but one of the spaces was too close to the realigned 80<sup>th</sup> Street so it was eliminated. Mr. Espeseth is now requesting the additional RV space to be located next to the main building on the property. Mr. Hunting advised there are three or four spaces where an RV unit could be located, however, staff is more concerned about limiting the total number of rental sites rather than their exact location. The existing septic system is satisfactory for three RV/trailer rentals, but any more would require a major upgrade and State licenses. Staff recommends approval of the request.

Commissioner Wippermann asked for clarification of a statement in the applicant's letter that 'we have an additional three lots being used as they are plumbed and usable'.

**Opening of Public Hearing**

The applicant, Rodger Espeseth, 1181 – 80<sup>th</sup> Street East, replied that the statement referred to the site's potential for five lots total, however, he did not plan to add three additional lots as it would require obtaining State licenses for an RV Park.

Chair Bartholomew asked if the applicant was in agreement with the conditions listed in the report, to which Mr. Espeseth replied in the affirmative.

Commissioner Simon asked if the trailer home behind the office building was for personal use.

Mr. Espeseth replied that the trailer in question was on the neighboring property and was owned by someone other than himself.

Commissioner Simon asked if staff heard from any neighboring property owners, to which Mr. Hunting replied they did not.

Commissioner Simon asked if the additional RV rental site would change the total amount of required parking spaces for the site, to which Mr. Hunting replied it did not.

Recommendation to City Council

October 4, 2011

Page 2

**Planning Commission Recommendation**

Motion by Commissioner Wippermann, second by Commissioner Elsmore, to approve the request for a conditional use permit amendment to allow three RV/trailer rental spaces instead of two for the property located at 1181 – 80<sup>th</sup> Street, with the conditions listed in the report.

Motion carried (8/0). This item goes to the City Council on October 24, 2011.

**P L A N N I N G     R E P O R T**  
**CITY OF INVER GROVE HEIGHTS**

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**REPORT DATE:** September 27, 2011

**CASE NO:** 11-21CA

**HEARING DATE:** October 4, 2011

**APPLICANT & PROPERTY OWNER:** Rodger Espeseth

**REQUEST:** A conditional use permit amendment to allow one additional RV/trailer rental to the property

**LOCATION:** 1181 – 80<sup>th</sup> Street

**COMPREHENSIVE PLAN:** CC, Community Commercial

**ZONING:** B-3, General Business

**REVIEWING DIVISIONS:** Planning

**PREPARED BY:**  Heather Botten  
Associate Planner

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**BACKGROUND**

Mr. Espeseth purchased the property in the mid 90's and ran the existing hotel site. He received a Conditional Use Permit in 1998 to allow outdoor storage on the property. According to the planning report, the previous owner rented 3 RV/trailer spaces on the property. Mr. Espeseth requested to retain the three spaces with the 1998 CUP but one of the spaces was too close to the road and interfered with the berm on the property so it was eliminated. Mr. Espeseth is now requesting the additional RV space to be located next to the main building on the property.

The specific request consists of the following:

- A.) A **Conditional Use Permit Amendment** to add one additional RV/trailer rental space for a total of three on the property.

**EVALUATION OF THE REQUEST**

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

North	Single Family; zoned A; guided CC, Community Commercial
East	Single Family; zoned A; guided CC, Community Commercial
South	Highway/right-of-way
West	Future Target site/right-of-way; zoned PUD; guided RC, Regional Commercial

### SITE PLAN REVIEW

No changes are being proposed to the building, parking, access, or impervious surface on the property.

Inspections. The Inspections department has reviewed the request for compliance with the holding tanks used on the property. The sanitary dump station is approved to serve a maximum of three recreational camping vehicle sites.

Engineering. Engineering has reviewed the request and has commented that they take no exceptions to the proposed plans.

### GENERAL CONDITIONAL USE PERMIT REVIEW

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

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

The use is consistent with the goals, policies, and plans of the Comprehensive Plan. The future land use of this parcel is Community Commercial. The RV/trailer rentals are temporary and seasonal so they are not creating permanent improvements that might have an impact of future development since the property is in the Northwest Area.

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

The applicant's property is zoned commercial. The mixed land use of RV/trailer rental (similar to renting rooms in the buildings), short-term rental housing and outdoor storage is consistent with the intent of the B-3 zoning district.

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

The additional RV/trailer space would not have a detrimental effect on public improvements in the vicinity of the property. Since there is a history of three RV/trailer rentals on the site the request is not out of character with respect to the historical use of the property.

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

The additional rental space does not appear to have any negative effects on City facilities or services. The existing holding tanks on the property are in compliance with the Building Code and are able to accommodate an additional unit.

5. *The use is generally compatible with existing and future uses of surrounding properties, including:*
  - i. *Aesthetics/exterior appearance*  
No changes are being proposed to the appearance of the property.
  - ii. *Noise*  
The additional rental space would not generate noises that are inconsistent with B-3 zoning
  - iii. *Fencing, landscaping and buffering*  
No changes are being proposed to the landscaping or screening on site.
  
6. *The property is appropriate for the use considering: size and shape; topography, vegetation, and other natural and physical features; access, traffic volumes and flows; utilities; parking; setbacks; lot coverage and other zoning requirements; emergency access, fire lanes, hydrants, and other fire and building code requirements.*

Access to the site is not changing. The amount of traffic would not be out of the ordinary for a commercial area. Building and parking setbacks and the parking configuration is not changing.

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

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

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

The proposed addition would not generate any additional surface water or groundwater runoff as no additional impervious surface is being added to the property.

## **ALTERNATIVES**

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

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

- Approval of a **Conditional Use Permit Amendment** to allow three RV/trailer rental sites on the property subject to the following conditions:
  1. The site shall be developed in substantial conformance with the following plans on file with the Planning Department except as may be modified by the conditions below.

Site Plan dated 09/27/11
  2. The City Code Enforcement Officer, or other designee, shall be granted right of access to the property at all reasonable times to ensure compliance with the conditions of this permit.
  3. No more than three (3) RV/trailer rental sites allowed on the property.

**B. Denial.** If the Planning Commission does not favor the proposed application the above request should be recommended for denial. With a recommendation for denial, findings or the basis for the denial should be given.

**RECOMMENDATION**

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

Attachments: Zoning/Location Map  
Narrative  
Site Plan



# Espeseth 1181 - 80th Street



Exhibit A  
Zoning and Location Map

06-21-11

Surelock Storage  
10900 Courthouse Blvd. E.  
I.G.H., MN. 55077  
(651) 552-4941

City of Inver Grove Heights  
Attn: Alan Huntington,  
City Planner

Re: 1181 80<sup>th</sup> St. E. Conditional use permit – RV parking

We purchased the motel in July of 1997, the motel was vacant for a couple of years, and we used the bottom level of the house for the offices for Mobile Home Improvement Service. Soon Local people were stopping by to see about rental of the motel for the night, but I decided that I would rather rent by the month, and that has worked out ok., Soon people started to inquire about storing boats on the back vacant lot, so then I applied for a conditional use permit, and that has worked well for interim use.

I did know this would be for interim use and used for something greater in the future. At this time I have two RV storage lots okayed on my C.U.P. We do not rent RV lots to any vacationing customers; we only rent by the month to mostly construction workers from April to the end of October (approx). We do have an additional three lots being used as they are plumbed and usable. This does not put any stress on our septic system as I have a holding tank that is pumped once a month on schedule by E.S.I. septic pumping.

The extra renters are usually only there on workdays and home to their houses on the weekends.

At this time I need the extra revenue that these renters bring to my business, and also serving a interim lodging for local workers in our city.

I had a sale on the property in 2006 to the Manley Corp. and due to the 80<sup>th</sup> St. interchange Manley Corp. backed out of the sale. During that time I built the new lot on Clark Road, with the idea of moving the storage over there, and using the profits from the sale to pay off Clark Rd storage lot, but now with special assessments on Clark and taxes on both properties, I need the income from 80<sup>th</sup> St.

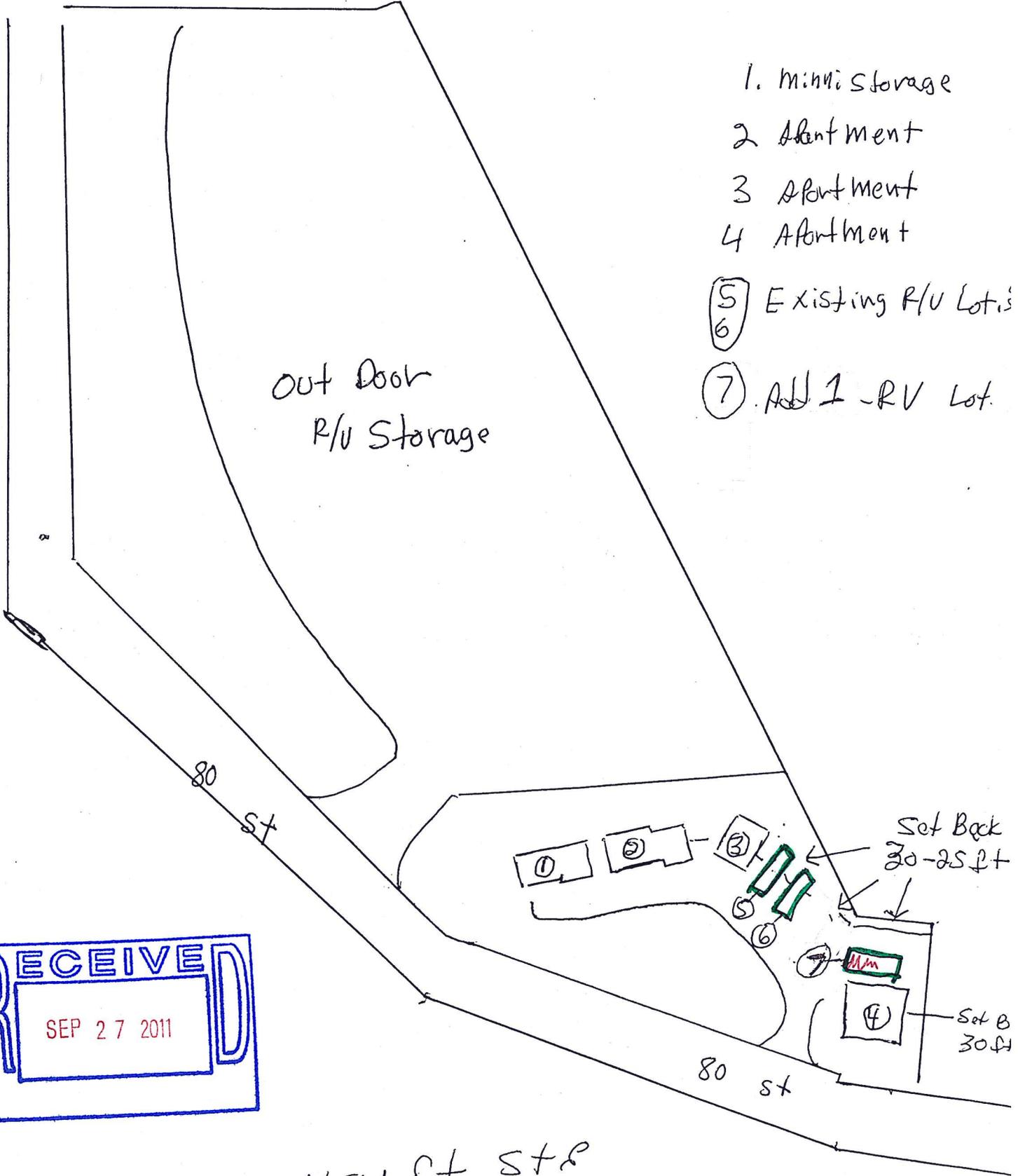
We are making our commitments, but need all our resources to do so. I am looking forward to the 80<sup>th</sup> St. road change, and would sure like to entertain a buyer for the 80<sup>th</sup> St. property.

I am asking for you to add an amendment to my C.P.U. on the extra RV hookup spots till property sale.

Submitted by,

  
Rodger Espeseth

# Site Map



1. Mini Storage

2 Apartment

3 Apartment

4 Apartment

5 Existing R/V Lot's

6 Existing R/V Lot's

7 Add 1 - RV Lot.

Out Door  
R/V Storage

Set Back  
30-25 ft

Set B  
30 ft

80 st

1181 st + S



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**DAKOTA COUNTY PARKS DEPARTMENT – Case No. 11-25ZA**

Meeting Date: October 24, 2011  
 Item Type: Regular 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**

Consider the Third Reading of an Ordinance Amendment to allow subdivisions for the creation of public land subject to administrative approval.

- Requires 3/5th's vote.
- 60-day deadline: December 6, 2011 (second 60 days)

**SUMMARY**

The City Council approved the second reading of the ordinance on October 10, 2011 with no additional information being requested.

**ANALYSIS**

No changes have been proposed since the third reading and Council did not request any additional changes.

**RECOMMENDATION**

Planning Staff. Recommends approval of the third reading of the two ordinance amendments.

Attachments: Ordinance Amendments (2)

CITY OF INVER GROVE HEIGHTS  
DAKOTA COUNTY, MINNESOTA

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

AN ORDINANCE AMENDING INVER GROVE HEIGHTS CITY CODE,  
TITLE 11, CHAPTER 1, SECTION 11-1-7-2 (B)  
REGARDING PROPERTY DIVISIONS SUBJECT TO ADMINISTRATIVE  
APPROVAL

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

**Section One. Amendment.** Title 11, Chapter 1, Section 11-1-7-2 (B), of the  
Inver Grove Heights City Code is hereby amended to read as follows:

**11-1-7-2: PROPERTY DIVISIONS SUBJECT TO ADMINISTRATIVE  
APPROVAL:**

B. Types Of Property Divisions: The following types of property division requests shall  
require only administrative approval:

1. The creation of parcels of twenty (20) acres in area, or greater, that are at least five  
hundred feet (500') in width and area in an A, E or R zoning district.
2. The creation of parcels of five (5) acres in area with a minimum lot width of three  
hundred feet (300') in all P, B and I zoning districts.
3. The creation of cemetery lots.
4. Property line adjustments resulting from court orders.
5. Property line adjustments that do not result in the creation of an additional parcel  
of land. All parcels involved must continue to meet all dimensional, area and  
setback requirements of the zoning district in which the properties are located, in  
accordance with title 10 of this code.
6. A property division whereby one of the resulting parcels becomes Public Land and  
is conveyed to a governmental unit provided all of the resulting parcels either (a)  
meet the required lot size and lot width standards of the applicable zoning district,  
or (b) are exempt from such standards, or (c) a variance has been granted by the  
City Council.
7. A property division whereby one of the resulting parcels becomes Public Land and  
is conveyed to a governmental unit and the parcel becoming Public Land is

contiguous to another parcel of Public Land, provided the resulting parcel not conveyed to a governmental unit either (a) meets the required lot size and lot width standards of the applicable zoning district, or (b) a variance has been granted by the City Council.

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

Passed in regular session of the City Council on the \_\_\_\_ day of \_\_\_\_\_, 2011.

**CITY OF INVER GROVE HEIGHTS**

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

ATTEST:

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

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

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

**AN ORDINANCE AMENDING THE INVER GROVE HEIGHTS CITY CODE BY  
ADDING TITLE 10, CHAPTER 13, ARTICLE K REGARDING LOT SIZE AND  
BULK STANDARDS FOR CERTAIN TYPES OF PUBLIC LAND**

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

**Section One. Amendment.** The Inver Grove Heights City Code is amended by  
adding Title 10, Chapter 13, Article K to read as follows:

**TITLE 10, CHAPTER 13, ARTICLE K**

**ARTICLE K. LOT SIZE AND BULK STANDARDS FOR CERTAIN TYPES OF  
PUBLIC LAND**

**10-13-K-1: FINDINGS:**

The city finds that the minimum lot sizes and bulk standards for the zoning districts may not rationally relate to the nature and function of certain types of Public Land. Unless an exception is created for certain Public Lands, the minimum lot sizes and bulk standards for the zoning districts would apply in instances where the Public Lands were owned in fee title by a governmental unit, as opposed to the governmental unit having an easement only.

**10-13-K-2: PURPOSE AND INTENT:**

The purpose and intent of 10-13-K is to create an exception for certain Public Lands from the minimum lot size and bulk standards for the underlying zoning districts.

**10-13-K-3:**

Notwithstanding anything to the contrary in Title 10, in instances where the Public Land is owned in fee by a governmental unit, the following types of Public Land are exempt from the lot size requirements and bulk standards for the underlying zoning districts.

- A. Trails.
- B. Streets.
- C. Areas restricted to open space or conservation land.
- D. Storm water ponds and storm water facilities.

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

Passed in regular session of the City Council on the \_\_\_\_ day of \_\_\_\_\_, 2011.

**CITY OF INVER GROVE HEIGHTS**

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

ATTEST:

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

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

CITY OF INVER GROVE HEIGHTS

Meeting Date: October 24, 2011  
 Item Type: Regular 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**

Consider the following:

a) Third Reading of an **Ordinance Amendment** to Chapter 10 of the City Code (Zoning Code) relating to updates to the Floodplain Management District and adoption of the new FEMA Floodplain Maps.

- Requires 3/5th's vote.

b) **Resolution** adopting a Summary Ordinance for the amendments to the Floodplain Management District Ordinance.

- Requires 4/5th's vote.

**SUMMARY**

The City Council approved the second reading of the Floodplain ordinance on October 10, 2011.

Before the Floodplain Management District Ordinance becomes effective, it has to be published in the City's official newspaper. Rather than publish the entire ordinance (25 pages) in the paper, State Statute allows cities to publish a summary of the ordinance. Staff has prepared a four page summary ordinance for publication purposes.

**ANALYSIS**

No changes are being proposed by Staff for the final reading. Council did not request any additional information.

**RECOMMENDATION**

**Planning Staff:** Recommends approval of the ordinance amendment, summary ordinance and adoption of the floodplain maps as presented.

Attachments: Ordinance Amendment  
 Summary Ordinance

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

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

**AN ORDINANCE AMENDING INVER GROVE HEIGHTS CITY CODE,  
TITLE 10, CHAPTER 13, ARTICLE D  
REGARDING FLOODPLAIN MANAGEMENT DISTRICT**

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

**Section One. Amendment.** Title 10, Chapter 13, Article D. of the Inver Grove Heights City Code is hereby amended to read as follows:

**ARTICLE D. FLOODPLAIN MANAGEMENT DISTRICT**

**SECTION:**

- 10-13D- 1: Statute Authority
- 10-13D- 2: Findings Of Fact
- 10-13D- 3: Purpose
- 10-13D- 4: Method of Analyzing Flood Hazards
- 10-13D- 5: National Flood Insurance Program Compliance
- 10-13D- 6: General Provisions
- 10-13D- 7: Districts Established
- 10-13D- 7-1: FW Floodway District
- 10-13D- 7-2: FF Flood Fringe District
- 10-13D- 8: Subdivisions
- 10-13D- 9: Removal Of Special Flood Hazard Area Designation
- 10-13D-10: Public Utilities And Transportation Facilities
- 10-13D-11: On Site Sewage Treatment and Water Systems
- 10-13D-12: Manufactured Homes And Parks; Recreational Vehicles
- 10-13D-13: Administration And Enforcement

10-13D-1: **STATUTE AUTHORITY:** The legislature of the state has, in Minnesota statutes chapter 103F and section 462.357, delegated the responsibility to local governmental units to adopt regulations designed to minimize flood losses. Therefore, the city council has adopted the provisions of this article.

10-13D-2: **FINDINGS OF FACT:** The flood hazard areas of the city are subject to periodic inundation which results in potential loss of life, loss of property, health and safety hazards, disruption of commerce and government services, extraordinary public expenditures for flood protection and relief, and

impairment of the tax base, all of which adversely affect the public health, safety, and general welfare.

10-13D-3: **PURPOSE:** It is the purpose of this article to promote the public health, safety, and general welfare and to minimize those losses described in section 10-13D-2 of this article by provisions contained in this article.

10-13D-4: **METHODS OF ANALYZING FLOOD HAZARDS:** This article is based upon a reasonable method of analyzing flood hazards, which is consistent with the standards established by the Minnesota department of natural resources.

10-13D-5: **NATIONAL FLOOD INSURANCE PROGRAM COMPLIANCE:** This article is adopted to comply with the rules and regulations of the National Flood Insurance Program codified as 44 Code of Federal Regulations Parts 59-78, as amended, so as to maintain the community's eligibility in the National Flood Insurance Program.

10-13D-5 6: **GENERAL PROVISIONS:**

A. Application And Interpretation:

1. Application Of Provisions: This article shall apply to all lands within the Jurisdiction of the city as shown on the official zoning map as being within the boundaries of the floodway or flood fringe district.

2. Minimum Requirements: In their interpretation and application, the provisions of this article shall be held to be minimum requirements, and this article shall be liberally construed in favor of the city council and shall not be deemed a limitation or repeal of any other powers granted by state statutes.

3. District Boundaries: The boundaries of the zoning districts shall be determined by scaling distances on the official zoning map. Where interpretation ins needed as to the exact location of the boundaries of the districts as shown on the official zoning map, as for example, where there appears to be a conflict between a mapped boundary and actual field conditions and there is a formal appeal of the decision of the zoning administrator, the board of adjustments and appeals shall make the necessary interpretation. All decisions will be based on elevations on the regional (100-year) flood profile, the ground elevations that existed on the site at the time the Community adopted its initial floodplain ordinance or on the date of the first National Flood Insurance Program map showing the area within the 100-year floodplain if earlier, and other available technical data,. Persons contesting the location of the district boundaries

shall be given a reasonable opportunity to present their case to the board and to submit technical evidence.

4. Abrogation and Greater Restrictions: It is not intended by this article to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this article imposes greater restrictions, the provisions of this article shall prevail.

B. Compliance Required: No new structure or land shall hereafter be used and no new or existing structure shall be constructed, located, extended, converted, or structurally altered without full compliance with the terms of this article and other applicable regulations which apply to uses within the jurisdiction of this article. Within the floodway and flood fringe district, all uses not listed as permitted uses or conditional uses within sections 10-13D-7-1 and 10-13D-7-2 of this article, respectively, shall be prohibited. In addition, a caution is provided herein that:

1. New manufactured homes, replacement manufactured homes and certain recreational vehicles are subject to the general provisions on this article and, specifically, section 10-13D-12;

2. Modifications, additions, structural alterations normal maintenance and repair, or repair after damage to existing nonconforming structures and nonconforming uses of structures or land are regulated by the general provisions of this article and, specifically, subsection D of this section; and

3. As built elevations for elevated or flood proofed structures must be certified by ground surveys, and flood proofing techniques must be designed and certified by a registered professional engineer or architect as specified in the general provisions of this article and, specifically, as stated in subsection 10-13D-13B5 of this article.

C. Zoning Map Adopted: The official zoning map, together with all materials attached thereto, is hereby adopted by reference and declared to be a part of this article. The attached material shall include the flood insurance study for Dakota County, Minnesota and Incorporated Areas, Flood Insurance Rate Map panels therein numbered 27037C0043E, 27037C0107E, 27037C0109E, 27037C0117E and 27037C0119E and the Flood Insurance Rate Map Index (Map Number 27037CIND4A), all dated December 2, 2011 and prepared by the Federal Emergency Management Agency. The official zoning map shall be on file in the office of the city clerk and the zoning administrator.

D. Nonconforming Uses: A structure or the use of a structure or premises which was lawful before the effective date hereof but which is not in conformity with the provisions of this article may be continued subject to

the following conditions. Historic structures as defined in 44 Code of Federal Regulations, Part 59.1, shall be subject to the provisions of 1-6 below:

1. No such use shall be expanded, changed, enlarged, or altered in a way which increases its nonconformity.
2. Any structural alteration or addition to a nonconforming structure or nonconforming use which would result in increasing the flood damage potential of that structure or use shall be protected to the regulatory flood protection elevation in accordance with any of the elevation on fill or flood proofing techniques (i.e., FP-1 through FP-4 flood proofing classifications) allowable in the state building code, except as further restricted in subsection D3 of this section.
3. If a substantial improvement occurs only from a building addition, then the building addition must meet the elevation on fill or FP-1 or FP-2 dry floodproofing requirements of section 10-13D-7-1 or 10-13D-7-1 of this Ordinance for new structures and the existing structure must also meet the elevation on fill or FP-1 or FP-2 dry floodproofing requirements of section 13-D-7-1 or 13-D-7-2 of this article for new structures if any alteration is made to the common wall in excess of installing a standard doorway.
4. If any nonconforming use is discontinued for twelve (12) consecutive months, any future use of the building premises shall conform to this article. The assessor shall notify the zoning administrator in writing of instances of nonconforming uses that have been discontinued for a period of twelve (12) months.
5. If any nonconforming use or structure substantially damaged, as defined in section 10-2-2 of this title, it shall not be reconstructed except in conformity with the provisions of this title. The applicable provisions for establishing new uses or structures in sections 10-13D-7-1 and 10-13D-7-2 of this article will apply, depending upon whether the use or structure is in the floodway or flood fringe, respectively.
6. If a substantial improvement occurs, as defined in section 10-2-2 of this title, from any combination of a building addition to the outside dimensions of the existing building or a rehabilitation, reconstruction, alteration or other improvement to the inside dimensions of an existing nonconforming building, then the building addition and the existing nonconforming building must meet the requirements of section 10-13D-7-1&2 for new structures, depending upon whether the structure is in the Floodway or Flood Fringe District, respectively.

- E. **Warning And Disclaimer Of Liability:** This article does not imply that areas outside the floodplain districts, or land uses permitted within such districts, will be free from flooding or flood damages. This article shall not create liability on the part of the city or any officer or employee thereof for any flood damages that result from reliance on this article or any administrative decision lawfully made hereunder.
  
- F. **Annexations:** The Flood Insurance rate Map panels adopted by reference into section 10-13D-6 C of this article above may include floodplain areas that lie outside of the corporate boundaries of the City of Inver Grove Heights at the time of adoption of this ordinance. If any of these floodplain land areas are annexed into the City of Inver Grove Heights after the date of adoption of this ordinance, the newly annexed floodplain lands shall be subject to the provisions of this ordinance immediately upon the date of annexation in to the City of Inver Grove Heights.
  
- G. **Severability:** If any section, clause, provision, or portion of this ordinance is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this ordinance shall not be affected thereby.

**10-13D-7: DISTRICTS ESTABLISHED:** The floodplain areas within the jurisdiction of this article are hereby divided into two (2) districts: Floodway District (FW) and Flood Fringe District (FF).

- A. **Floodway District:** The floodway district shall include those areas designated as floodway on the Flood Insurance Rate Maps adopted in subsection 10-13D-6C of this article.
  
- B. **Flood Fringe District:** The flood fringe district shall include those areas designated as floodway fringe on the Flood Insurance Rate Maps adopted in subsection 10-13D-6C of this article.

**10-13D-7-1: FW FLOODWAY DISTRICT:**

- A. **Permitted Uses:**

- 1. **Enumerated:**

General farming, pasture, grazing, outdoor plant nurseries, horticulture, truck farming, forestry, sod farming, and wild crop harvesting.

Industrial-commercial loading areas, parking areas, and airport landing strips.

Private and public golf courses, tennis courts, driving ranges, archery ranges, picnic grounds, boat launching ramps, swimming areas, parks, wildlife and nature preserves, game farms, fish hatcheries, shooting preserves, target ranges, trap and skeet ranges, hunting and fishing areas, and single or multiple purpose recreational trails.

Residential lawns, gardens, parking areas and play areas.

Other uses listed as permitted uses by the underlying zoning district but not permitted by this subsection shall be prohibited in the floodway district.

2. Standards:

- a. The use shall have a low flood damage potential.
- b. The use shall be permissible in the underlying zoning district if one exists.
- c. The use shall not obstruct flood flows or increase flood elevation and shall not involve structures, fill, obstructions, excavations or storage of materials or equipment.

B. Conditional Uses:

1. Enumerated:

Extractions and storage of sand, gravel, and other materials.

Marinas, boat rentals, docks, piers, wharves, and water control structures.

Placement of fill or construction of fences.

Railroads, streets, bridges, utility transmission lines, and pipelines.

Storage yards for equipment, machinery or materials.

Structural works for flood control such as levees, dikes and floodwalls, constructed to any height where the intent is to protect individual structures and levees or dikes where the intent is to protect agricultural crops for a frequency flood event equal to or less than the 10-year frequency flood event.

Recreational vehicles either on individual lots of record or in existing or new subdivisions or commercial or condominium type campgrounds, subject to the exemptions and provisions of section 10-13D-12 of this article.

Structures accessory to the uses listed in subsection A of this section and in the above entries in this subsection B1.

Other uses listed as conditional uses by the underlying zoning district but not allowed by this subsection B1 shall be prohibited in the floodway district.

2. Standards:

a. No structure (temporary or permanent), fill (including fill for roads and levees), deposit, obstruction, storage of materials or equipment, or other uses may be allowed as a conditional use that will cause any increase in the stage of the 100-year or regional flood or cause an increase in flood damages in the reach or reaches affected.

b. All floodway conditional uses shall be subject to the procedures and standards contained in subsection 10-13D-13B4 of this article.

c. The conditional use shall be permissible in the underlying zoning district.

d. Fill

(1) Fill, dredge spoil and all other similar materials deposited or stored in the floodplain shall be protected from erosion by vegetative cover, mulching, riprap or other acceptable method.

(2) Dredge spoil sites and sand and gravel operations shall not be allowed in the floodway unless a long term site development plan is submitted which includes an erosion/sedimentation prevention element to the plan.

(3) As an alternative, and consistent with subsection B2d(2) of this section, dredge spoil disposal and sand and gravel operations may allow temporary, on site storage of fill or other materials which would have caused an increase to the stage of the 100-year or regional flood but only after the city council has received an appropriate plan which assures the removal of the materials from the floodway based upon the flood warning time available. The conditional use permit must be title registered with the property in the office of the county recorder.

(4) Title 9, chapter 4 of this code shall apply to all fill and excavation activities within the floodway district.

e. Accessory Structures

(1) Accessory structures shall not be designed for human habitation.

(2) Accessory structures, if permitted, shall be constructed and placed on the building site so as to offer the minimum obstruction to the flow of floodwaters.

(A) Whenever possible, structures shall be constructed with the longitudinal axis parallel to the direction of flood flow; and

(B) As far as practicable, structures shall be placed approximately on the same flood flow lines as those of adjoining structures.

(3) Accessory structures shall be elevated on fill or structurally dry flood proofed in accordance with the FP-1 or FP-2 flood proofing classifications in the state building code. As an alternative, an accessory structure may be flood proofed to the FP-3 or FP-4 flood proofing classification in the state building code, provided the accessory structure constitutes a minimal investment, does not exceed five hundred (500) square feet in size at its largest projection, and for a detached garage, the detached garage must be used solely for parking of vehicles and limited storage. All flood proofed accessory structures must meet the following additional standards:

(A) The structure must be adequately anchored to prevent flotation, collapse or lateral movement of the structure and shall be designed to equalize hydrostatic flood forces on exterior walls; and

(B) Any mechanical and utility equipment in a structure must be elevated to or above the regulatory flood protection elevation or properly flood proofed.

(C) To allow for the equalization of hydrostatic pressure, there must be a minimum of two "automatic" openings in the outside walls of the structure having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding. There must be openings on at least two sides of the structure and the bottom of all openings must be no higher than one foot above the lowest adjacent grade to the structure.

Using human intervention to open a garage door prior to flooding will not satisfy this requirement for automatic openings.

f. Storage of Materials and Equipment

(1) The storage or processing of materials that are, in time of flooding, flammable, explosive, or potentially injurious to human, animal or plant life is prohibited.

(2) Storage of other materials or equipment may be allowed if readily removable from the area within the time available after a flood warning and in accordance with a plan approved by the city council as part of the conditional use permit.

g. Structural works for flood control that will change the course, current or cross section of a protected wetlands or public waters shall be subject to the provisions of Minnesota statutes chapters 103A, 103B, 103C, 103D, 103E, 103F and 103G. Communitywide structural works for flood control intended to remove areas from the regulatory floodplain shall not be allowed in the floodway.

h. A levee, dike or floodwall constructed in the floodway shall not cause an increase to the 100-year or regional flood, and the technical analysis must assume equal conveyance or storage loss on both sides of a stream.

**10-13D-7-2: FF FLOOD FRINGE DISTRICT:**

A. Permitted Uses:

1. Enumerated: Permitted uses shall be those uses or structures listed as permitted uses in the underlying zoning district(s). All permitted uses shall comply with the standards for Flood Fringe District permitted uses and the standards for all Flood Fringe Uses listed below.

2. Standards:

a. All structures, including accessory structures, must be elevated on fill so that the lowest floor including basement floor is at or above the regulatory flood protection elevation. The finished fill elevation for structures shall be no lower than one foot (1') below the regulatory flood protection elevation and the fill (maximum 4:1 slope) shall extend such elevation at least fifteen feet (15') beyond the outside limits of the structure erected thereon.

b. As an alternative to elevation on fill, accessory structures that constitute a minimal investment and that do not exceed five hundred (500) square feet at its largest projection may be internally flood proofed in accordance with subsection 10-13D-7-1B.2.e(3) of this article.

c. The cumulative placement of fill where at any one time in excess of one thousand (1,000) cubic yards of fill is located on the parcel shall be allowable only as a conditional use unless said fill is specifically intended to elevate a structure in accordance with subsection 10-13D-7-2 A.2.a of this article. Title 9, chapter 4 of this code shall also apply to all fill and excavation activities regardless of the quantitative amount of material.

d. The storage of any materials or equipment shall be elevated on fill to the regulatory flood protection elevation.

e. The provisions of subsection 10-13D-7-2 C of this article shall apply.

B. Conditional Uses:

1. Enumerated: Conditional uses shall be those uses of land or structures listed as conditional uses in the underlying zoning district(s) or other applicable zoning overlay district(s).

a. Any structure not elevated on fill or flood proofed in accordance with subsection 7-2.A.2.a,b and or any use of land that does not comply with the standards in subsection 7-2.A.2.c,d shall only be allowed as a conditional use. An application for a conditional use shall be subject to the standards and criteria and evaluation procedures specified in subsections 7-2.B.2 and 13.B.4 of this article.

2. Standards:

a. Alternative elevation methods other than the use of fill may be utilized to elevate a structure's lowest floor above the regulatory flood protection elevation. These alternative methods may include the use of stilts, pilings, parallel walls, etc., or above grade, enclosed areas such as crawl spaces or tuck under garages. The base or floor of an enclosed area shall be considered above grade and not a structure's basement or lowest floor, if: 1) the enclosed area is above grade on at least one side of the structure; 2) it is designed to internally flood and is constructed with flood resistant materials; and 3) it is used solely for parking of vehicles, building access or storage. These alternative elevation methods are subject to the following additional standards:

(1) Design and Certification: A structure's design and as built

condition must be certified by a registered professional engineer or architect as being in compliance with the general design standards of the state building code and, specifically, that all electric, plumbing and air conditioning equipment and other service facilities must be at or above the regulatory flood protection elevation or be designed to prevent floodwater from accumulating within these components during times of flooding.

(2) Specific Standards For Above Grade, Enclosed Areas: Above grade, fully enclosed areas such as crawl spaces or tuck-under garages must be designed to internally flood, and design plans must stipulate:

(A) A minimum area of openings in the walls where internal flooding is to be used as a flood proofing technique. There shall be a minimum of two openings on at least two sides of the structure and the bottom of all openings shall be no higher than one-foot above grade. The automatic openings shall have a minimum net area of not less than one square inch for every square foot of enclosed area subject to flooding unless a registered professional engineer or architect certifies that a smaller net area would suffice. The automatic openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of flood waters without any form of human intervention; and

(B) That the enclosed area will be designed of flood resistant materials in accordance with the FP-3 or FP-4 classifications in the state building code and shall be used solely for building access, parking of vehicles or storage.

b. Basements, as defined by section 10-2-2 of this article, shall be subject to the following:

(1) Residential basement construction shall not be allowed below the regulatory flood protection elevation.

(2) Nonresidential basements may be allowed below the regulatory flood protection elevation, provided the basement is structurally dry roofed in accordance with subsection 10-13D-5B3 of this article.

c. All areas on nonresidential structures including basements to be placed below the regulatory flood protections elevation shall be flood proofed in accordance with the structurally dry flood proofing classification

in the state building code. Structurally dry flood proofing must meet the FP-1 or FP-2 flood proofing classifications in the state building code, and this shall require making the structure watertight with the walls substantially impermeable to the passage of water and structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effects of buoyancy. Structures flood proofed to the FP-3 or FP-4 classification shall not be permitted.

d. When at any one time more than one thousand (1,000) cubic yards of fill or other similar material is located on a parcel for such activities as on site storage, landscaping, sand and gravel operations, landfills, road, dredge spoil disposal or construction of flood control works, an erosion/sedimentation control plan must be submitted unless the city is enforcing a state approved shoreland management ordinance. In the absence of a state approved shoreland ordinance, the plan must clearly specify methods to be used to stabilize the fill on site for a flood event at a minimum of the 100-year or regional flood event. The plan must be prepared and certified by a registered professional engineer or other qualified individual acceptable to the city council. The plan may incorporate alternative procedures for removal of the material from the floodplain if adequate flood warning time exists.

e. Storage of Materials and Equipment

(1) The storage or processing of materials that are, in time of flooding, flammable, explosive, or potentially injurious to human, animal or plant life is prohibited.

(2) Storage of other materials or equipment may be allowed if readily removable from the area within the time available after a flood warning and in accordance with a plan approved by the city council as part of the conditional use permit.

f. The provisions of subsection C of this section shall also apply.

C. Standards For all Flood Fringe Uses:

1. All new principal structures must have vehicular access at or above an elevation not more than two feet (2') below the regulatory flood protection elevation.

2. Accessory land uses, such as yards, railroad tracks, and parking lots, may be at elevations lower than the regulatory flood protection elevation. However, a permit for such facilities to be used by the employees or the general public shall not be granted in the absence of a flood warning system that provides adequate time for evacuation if the area would be

inundated to a depth and velocity such that when multiplying the depth (in feet) times velocity (in feet per second) the product number exceeds four (4) upon occurrence of the regional flood.

3. Measures shall be taken to minimize interference with normal plant operations especially along streams having protracted flood durations. Certain accessory land uses such as yards and parking lots may be at lower elevations subject to requirements set out in subsection C2 of this section. In considering permit applications, due consideration shall be given to needs of an industry whose business requires that it be located in floodplain areas.

4. Fill shall be properly compacted, and the slopes shall be properly protected by the use of riprap, vegetative cover or other acceptable method. The federal emergency management agency (FEMA) has established criteria for removing the special flood hazard area designation for certain structures properly elevated on fill above the 100-year flood elevation. FEMA requirements incorporate specific fill compaction and side slope protection standards for multi-structure or multi-lot developments. These standards should be investigated prior to the initiation of site preparation if a change of special flood hazard area designation will be requested.

5. Floodplain developments shall not adversely affect the hydraulic capacity of the channel and adjoining floodplain of any tributary watercourse or drainage system where a floodway or other encroachment limit has not been specified on the official zoning map.

6. Standards for recreational vehicles are contained in section 10-13D-12 of this article.

7. All manufactured homes must be securely anchored to an adequately anchored foundation system that resists flotation, collapse and lateral movement. Methods of anchoring may include, but are not limited to, use of over the top or frame ties to ground anchors. This requirement is in addition to applicable state or local anchoring requirements for resisting wind forces.

10-13D-8: **SUBDIVISIONS:**

- A. No land shall be subdivided which is unsuitable for the reason of flooding, inadequate drainage, water supply or sewage treatment facilities.
- B. All lots within the floodplain districts shall be able to contain a building site outside of the Floodway District at or above the regulatory flood protection elevation.

- C. All subdivisions shall have water and sewage treatment facilities that comply with the provisions of this article and have road access both to the subdivision and to the individual building sites no lower than two feet (2') below the regulatory flood protection elevation.
- D. For all subdivisions, the floodway and flood fringe boundaries, the regulatory flood protection elevation and the required elevation of all access roads shall be clearly labeled on all required subdivision drawings and platting documents.
- E. All subdivisions shall be in conformance with title 11 of this code and other applicable zoning and zoning overlay districts.

**10-13D-9: REMOVAL OF SPECIAL FLOOD HAZARD AREA DESIGNATION:** The federal emergency management agency (FEMA) has established criteria for removing the special flood hazard area designation for certain structures properly elevated on fill above the 100-year flood elevation. FEMA requirements incorporate specific fill compaction and side slope protection standards for multi-structure or multi-lot developments. These standards should be investigated prior to the initiation of site preparation if a change of special flood hazard area designation will be required.

**10-13D-10: PUBLIC UTILITIES AND TRANSPORTATION FACILITIES:**

- A. Public Utilities: All public utilities and facilities such as gas, electrical, sewer, and water supply systems to be located in the floodplain shall be flood proofed in accordance with the state building code or elevated to above the regulatory flood protection elevation.
- B. Public Transportation Facilities: Railroad tracks, roads and bridges to be located within the floodplain shall comply with sections 10-13D-7-1 and 10-13D-7-2 of this article. Elevation to the regulatory flood protection elevation shall be provided where failure or interruption of these transportation facilities would result in danger to the public health or safety or where such facilities are essential to the orderly functioning of the area. Minor or auxiliary railroads may be constructed at a lower elevation where failure or interruption of transportation services would not endanger the public health or safety.

**10-13D-11: ON SITE SEWAGE TREATMENT AND WATER SYSTEMS:** Where public utilities are not provided: a) on site water supply systems must be designed to minimize or eliminate infiltration of floodwaters into the systems; and b) new or replacement on site sewage treatment systems must be designed to minimize or eliminate infiltration of floodwaters into the systems and discharges from the systems into the floodwaters, and they shall not be subject to impairment or contamination during times of flooding. Any

sewage treatment system designed in accordance with the state's current statewide standards for on site sewage treatment systems shall be determined to be in compliance with this article.

**10-13d-12: MANUFACTURED HOMES AND PARKS; RECREATIONAL VEHICLES:**

**A. Manufactured Homes and Parks:**

1. Manufactured homes and manufactured home parks shall only be permitted in the flood fringe district as regulated by the underlying zoning district and section 10-13D-7-2 of this article.

2. New manufactured home parks and expansions to existing manufactured home parks shall be subject to section 10-13D-7-2 of this article, chapter 9, article D of this title and chapter 15, article H of this title.

3. The placement of new or replacement manufactured homes in existing manufactured home parks or on individual lots of record that are located in the floodplain districts will be treated as a new structure and may be placed only if elevated in compliance with subsection 10-13D-6-2C of this article. If vehicular road access for preexisting manufactured home parks is not provided in accordance with subsection 10-13D-6-2C1 of this article, then replacement manufactured homes will not be allowed until the property owner(s) develops a flood warning emergency plan acceptable to the city council.

4. All manufactured homes must be securely anchored to an adequately anchored foundation system that resists flotation, collapse and lateral movement. Methods of anchoring may include, but are not limited to: use of over the top or frame ties to ground anchors. This requirement is in addition to applicable state or local anchoring requirements for resisting wind forces.

**B. Recreational Vehicles:**

1. Recreational Vehicles that do not meet the exemption criteria specified in subsection B2 of this section shall be subject to the provisions of this subsection.

2. Recreational Vehicles are exempt from the provisions of this article if they are placed in any of the areas listed in subsection B3 of this section and if they further meet the following additional criteria:

a. Have current licenses required for highway use.

b. Are "highway ready", meaning on wheels or the internal jacking system, are attached to the site by quick disconnect type utilities commonly used in campgrounds and trailer parks, and the recreational vehicle has no permanent structural type additions attached to it.

c. The recreational vehicle and associated use must be permissible in any preexisting underlying zoning district.

3. The following are areas exempted for placement of recreational vehicles:

a. Individual lots or parcels of record.

b. Existing condominium type associations.

c. Existing commercial recreational vehicle parks or campgrounds.

4. Recreational vehicles exempted from this article lose this exemption when development occurs on the parcel exceeding five hundred dollars (\$500.00) for a structural addition to the recreational vehicle or the construction of an accessory structure such as a garage or storage building. The recreational vehicle and all additions and accessory structures will then be treated as a new structure and shall be subject to the elevation/flood proofing requirements and use of land restrictions specified in sections 10-13D-7-1 and 10-13D-7-2 of this article. There shall be no development or improvement on the parcel or attachment to the recreational vehicle that hinders the removal of the recreational vehicle to a flood free location should flooding occur.

5. New commercial recreational vehicle parks or campgrounds and new residential type subdivisions and condominium associations and the expansion of any existing similar use exceeding five (5) units or dwelling sites shall be subject to the following:

a. Any new or replacement recreational vehicle will be allowed in the floodway or flood fringe district, provided said trailer or vehicle and its contents are placed on fill above the regulatory flood protection elevation and proper elevated road access to the site exists in accordance with subsection 10-13D-7-2C1 of this article. Any fill placed in a floodway for the purpose of elevating a travel trailer shall be subject to the requirements of section 10-13D-6 of this article.

b. All new or replacement recreational vehicles not meeting the criteria of subsection B5a of this section, may, as an alternative, be allowed as a conditional use if in accordance with the following provisions and the provisions of subsection 10-13D-7-2B2 of this article. The applicant must submit an emergency plan for the safe evacuation of all vehicles and people

during the 100-year flood. Said plan shall be prepared by a registered engineer or other qualified individual and shall demonstrate that adequate time and personnel exist to carry out the evacuation, and shall demonstrate the provisions of section 10-13d-12 B 2 of this title will be met. All attendant sewage and water facilities for new or replacement recreational vehicles must be protected or constructed so as to not be impaired or contaminated during times of flooding in accordance with section 10-13D-11 of this article.

**10-13D-13: ADMINISTRATION AND ENFORCEMENT:**

**A. Administration And Enforcement Officials:**

1. Zoning Administrator: The city planner, or other person so designated by the city council, shall be the zoning administrator for the purposes of the administration of this article.

2. Board of Adjustments And Appeals: The city council shall serve as the board of adjustments and appeals. Its authority and governing procedure shall be as stipulated in section 10-3-7 of this title.

**B. Permits:**

1. Building Permits: A building permit in conformance with the provisions of this article shall be required prior to the erection, addition modification, rehabilitation (including normal maintenance and repair) or alteration of any building, structure, or portion thereof; prior to the use or change of use of a building, structure, or land; prior to the construction of a dam, fence, or on-site septic system; prior to the change or extension of a nonconforming use; prior to the repair of a structure that has been damaged by flood, fire, tornado, or any other source; and prior to the placement of fill, excavation materials, or the storage of materials or equipment within the flood plain. Said permit must be approved by the chief building official only after review by the zoning administrator. A building permit must also be approved in the same manner prior to the change of use of a building or land.

2. Fill/Excavation Permits: Prior to the placement of fill or the excavation of material within the floodplain, an excavation permit pursuant to title 9, chapter 4 of this code must be approved by the director of public works only after review by the zoning administrator. Said permit must be found to be in conformance with the provisions of this article.

3. State And Federal Permits: Prior to granting a building permit, excavation permit, conditional use permit, variance or subdivision approval, the applicant shall provide verification to the zoning administrator that all necessary state and federal permits have been obtained.

#### 4. Conditional Use Permits:

a. Conditional use permits, as required by this article, shall be processed according to the provisions of chapter 3, article A of this title. Conditional use permits shall be reviewed for consistency with the general criteria contained in said chapter 3, article A. Conditional use permits shall also satisfy the applicable conditional use criteria listed in this article.

b. The zoning administrator shall submit by mail to the Commissioner of Natural Resources a copy of the application for proposed conditional use permits sufficiently in advance so that the Commissioner will receive at least ten days notice of hearing.

c. The city council may also consider the following relevant factors in review of a conditional use permit application:

(1) The danger to life and property due to increased flood heights or velocities caused by encroachments.

(2) The danger to life and property may be swept onto other lands or downstream to the injury of others.

(3) The proposed water supply and sanitation systems and the ability of these systems to prevent disease, contamination and unsanitary conditions.

(4) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner.

(5) The importance of the services provided by the proposed facility to the community.

(6) The requirements of the facility for a waterfront location.

(7) The availability of alternative locations not subject to flooding for the proposed use.

(8) The compatibility of the proposed use with existing development and development anticipated in the foreseeable future.

(9) The relationship of the proposed use to the comprehensive plan and floodplain management program for the area.

(10) The safety of access to the property in times of flood for ordinary and emergency vehicles.

(11) The expected heights, velocity, duration, rate of rise, and sediment transport of the floodwaters expected at the site.

(12) Such other factors, which are relevant to the purposes of this article.

d. Upon consideration of the factors listed above and the purposes of this article, the city council may attach such conditions to the granting of conditional use permits as it deems necessary to fulfill the purposes of this article. Such conditions may include, but are not limited to, the following:

(1) Modification of waste disposal and water supply facilities.

(2) Limitations of period of use, occupancy and operation.

(3) Imposition of operational controls, sureties and deed restrictions.

(4) Requirements for construction of channel modifications, dikes, levees, and other protective measures.

(5) Flood proofing measures in accordance with the state building code. The applicant shall submit a plan or document certified by a registered professional engineer or architect that the flood proofing measures are consistent with the regulatory flood protection elevation and associated flood factors for the particular area.

#### 5. Requirements For All Permits:

a. Certificate Of Zoning Compliance: It shall be unlawful to use, occupy, or permit the use or occupancy of any building or premises or part thereof hereafter created, erected, changed, converted, altered, or enlarged in its use or structure until a certificate of zoning compliance shall have been issued by the zoning administrator stating that the use of the building or land conforms to the requirements of this article.

b. Compliance With Approved Plans: All building permits, excavation permits, conditional use permits, or certificates of zoning compliance issued on the basis of approved plans and applications only authorize the use, arrangement, and construction set forth in such approved plans and applications. Any use, arrangement or construction at variance with that authorized shall be deemed a violation of this article and punishable as provided by subsection E of this section.

c. Certification: the applicant shall be required to submit certification by a registered professional engineer, registered architect, or registered land surveyor that the finished fill and building elevations were accomplished in compliance

with the provisions of this article. Flood proofing measures shall be certified by a registered professional engineer or registered architect.

d. Record Of First Floor Elevation: The zoning administrator shall maintain a record of the elevation of the lowest floor (including basement) of all new structures and alterations or additions to existing structures in the floodplain. The zoning administrator shall also maintain a record of the elevation to which structures and alterations or additions to structures are flood proofed.

e. Notifications for Watercourse Alterations. The zoning administrator shall notify in riverine situations, adjacent communities and the Commissioner of the Department of Natural Resources prior to the community authorizing any alteration or relocation of a watercourse. If the applicant has applied for a permit to work in the beds of public waters pursuant to Minnesota Statute, Chapter 103G, this shall suffice as adequate notice to the Commissioner of Natural Resources. A copy of said notification shall also be submitted to the Chicago Regional Office of the Federal Emergency Management Agency (FEMA).

f. Notification to FEMA When Physical Changes Increase or Decrease the 100-year Flood Elevation. As soon as is practical, but not later than six (6) months after the date such supporting information becomes available, the zoning administrator shall notify the Chicago Regional Office of FEMA of the changes by submitting a copy of said technical or scientific data.

#### C. Variances:

1. Variances from the strict provisions of this article may be approved by the board of adjustments and appeals pursuant to section 10-3-4 of this title.
2. The board of adjustments and appeals may prescribe appropriate conditions such as those specified in subsection B4c of this section.
3. No variance shall have the effect of allowing in any district uses prohibited in that district, permit a lower degree of flood protection than the regulatory flood protection elevation for the particular area, or permit standards slower than those required by state law.
4. The zoning administrator shall submit by mail to the Commissioner of Natural Resources a copy of the application for proposed variances sufficiently in advance so that the Commissioner will receive at least ten days notice of hearing.
5. A copy of all decisions granting variances shall be forwarded by mail to the commissioner of natural resources within ten (10) days of such action.

6. The zoning administrator shall notify the applicant for a variance that: a) the issuance of a variance to construct a structure below the base flood level will result in an increased premium rate for flood insurance up to amounts as high as twenty five dollars (\$25.00) for one hundred dollars (\$100.00) of insurance coverage; and b) such construction below the 100-year or regional flood level increases risks to life and property. Such notification shall be maintained with a record of all variance actions.

7. The zoning administrator shall submit an annual report of all variance actions during that year to the administrator of the national flood insurance program.

8. The following additional variance criteria of the Federal Emergency Management Agency must be satisfied:

a. Variances shall not be issued within any designated regulatory floodway if any increase in flood levels during the base flood discharge would result.

b. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

c. Variances shall only be issued by a community upon (i) showing a good and sufficient cause, (ii) a determination that failure to grant the variance would result in exceptional hardship to the applicant, and (iii) a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.

D. Amendments:

1. The floodplain designation on the official zoning map shall not be removed from floodplain areas unless it can be shown that the designation is in error or that the area has been filled to or above the elevation of the regulatory flood protection elevation and is contiguous to lands outside the floodplain. Special exceptions to this rule may be permitted by the commissioner of natural resources if he determines that, through other measures, lands are adequately protected for the intended use.

2. All amendments to this article, including amendments to the official zoning map, must be submitted to and approved by the commissioner of natural resources prior to adoption.

3. Changes in the official zoning map must meet the federal emergency management agency's (FEMA) technical conditions and criteria and must receive prior FEMA approval before adoption. The commissioner of natural resources must be given ten (10) days' written notice of all hearings to consider an amendment to this article, and said notice shall include a draft of the amendment or technical study under consideration.

E. Violations And Enforcement:

1. Violation of the provisions of this article or failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with grants of variances or conditional use permits) shall constitute a misdemeanor and shall be punishable as defined by law.

2. Nothing contained herein shall prevent the city council from taking such other lawful action as is necessary to prevent or remedy any violation. Such actions may include, but are not limited to:

a. In responding to a suspected violation of this article, the zoning administrator and city council may utilize the full array of enforcement actions available to it including, but not limited to, prosecution and fines, injunctions, after the fact permits, orders for corrective measures or a request to the national flood insurance program for denial of flood insurance availability to the guilty party. The community must act in good faith to enforce these official controls and to correct ordinance violations to the extent possible so as not to jeopardize its eligibility in the national flood insurance program.

b. When violation of this article is either discovered by or brought to the attention of the zoning administrator, the zoning administrator shall immediately investigate the situation and document the nature and extent of the violation of the official control. As soon as is reasonably possible, this information will be submitted to the appropriate department of natural resources and federal emergency management agency regional office along with the city's plan of action to correct the violation to the degree possible.

c. The zoning administrator shall notify the suspected party of the requirements of this article and all other official controls and the nature and the extent of the suspected violation of these controls. If the structure and/or use is under construction or development, the zoning administrator may order the construction or development immediately halted until a proper permit or approval is granted by the city council. If construction or development is already completed, then the zoning administrator may either: 1) issue an order identifying the corrective actions that must be made within a specified time period to bring the use or structure into compliance with the official controls; or 2) notify the responsible party to apply for an after the fact

permit/development approval within a specified period of time not to exceed thirty (30) days.

d. If the responsible party does not appropriately respond to the zoning administrator within the specified period of time, each additional day that lapses shall constitute an additional violation of this article and shall be prosecuted accordingly. The zoning administrator shall also, upon the lapse of the specified response period, notify the landowner to restore the land to the condition that existed prior to the violation of this article.

**Section Two. Amendment.** Title 10, Chapter 2, Rules and Definitions, of the Inver Grove Heights City Code is hereby amended to add the following definitions:

**LOWEST FLOOR:** the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, used solely for parking of vehicles, building access, or storage in an area other than a basement area, is not considered a building's lowest floor.

**RECREATIONAL VEHICLE:** a vehicle that is built on a single chassis, is 400 square feet or less when measured at the largest horizontal projection, is designed to be self-propelled or permanently towable by a light duty truck, and is designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use. For the purposes of this Ordinance, the term recreational vehicle shall be synonymous with the term travel trailer/travel vehicle.

**SUBSTANTIAL DAMAGE:** means damage of any origin sustained by a structure where the cost of restoring the structure to it's before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

**SUBSTANTIAL IMPROVEMENT:** within any consecutive 365-day period, any reconstruction, rehabilitation (including normal maintenance and repair), repair after damage, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the "start of construction" of the improvement. This term includes structures that have incurred "substantial damage," regardless of the actual repair work performed. The term does not, however, include either:

A. Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions.

B. Any alteration of an “historic structure,” provided that the alteration will not preclude the structure’s continued designation as an “historic structure.” For the purpose of this Ordinance, “historic structure” shall be as defined in 44 Code of Federal Regulations, Part 59.1.

**Section Three. Amendment.** Title 10, Chapter 2, Rules and Definitions, of the Inver Grove Heights City Code is hereby amended to add the following definitions:

**MANUFACTURED/MODULAR HOME:** A structure, transportable in one or more sections, which, in the traveling mode, is eight (8) body feet or more in width or forty (40) body feet or more in length, or, when erected on site, is three hundred twenty (320) or more square feet, and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air conditioning, and electrical systems contained therein; except that the term includes any structure which meets all the requirements and with respect to which the manufacturer voluntarily files a certification required by the secretary and complies with the standards established under this title. In the Flood Plain District the term “manufactured home” does not include the term “recreational vehicle”.

**STRUCTURE:** A. Anything constructed, the uses of which require permanent location on the ground, or attached to something having a permanent location on the ground.

B. In Shoreland management overlay districts, a structure shall be any building or appurtenance, including decks, except aerial or underground utility lines, such as sewer, electric, telephone, telegraph, gas lines, towers, poles and other supporting facilities.

C. In a floodplain, a structure is anything constructed or erected on the ground or attached to the ground or on site utilities, including, but not limited to, buildings, factories, sheds, detached garages, cabins, manufactured homes, recreational vehicles not meeting the exemption criteria specified in subsection 10-13D-11B of this title and other similar items.

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

Passed in regular session of the City Council on the \_\_\_\_ day of \_\_\_\_\_, 2011.

**CITY OF INVER GROVE HEIGHTS**

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

ATTEST:

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

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

**RESOLUTION NO. \_\_\_\_\_ ADOPTING FOR PUBLICATION THE  
SUMMARY AND TITLE OF ORDINANCE NO. \_\_\_\_\_ AMENDING INVER  
GROVE HEIGHTS CITY CODE, TITLE 10, CHAPTER 13, ARTICLE D AND  
AMENDING INVER GROVE HEIGHTS CITY CODE TITLE 10, CHAPTER 2  
REGARDING FLOODPLAIN MANAGEMENT DISTRICT**

**WHEREAS** the City Council has, following three readings, adopted Ordinance No. \_\_\_\_\_ Amending Inver Grove Heights City Code, Title 10, Chapter 13, Article D and Amending Inver Grove Heights City Code Title 10, Chapter 2 Regarding the Floodplain Management District;

**WHEREAS**, Ordinance No. \_\_\_\_\_ was adopted on October 24, 2011;

**WHEREAS** Ordinance No. \_\_\_\_\_ is lengthy, consisting of more than twenty-five pages;

**WHEREAS** Minnesota Statutes, Sections 331A.01, subdivision 10, and 412.191, subdivision 4, allow publication by title and summary of lengthy ordinances; and

**WHEREAS** the City Council desires to adopt the following summary of Ordinance No. \_\_\_\_\_ for publication purposes, which is in conformance with Minnesota Statutes Section 331A.01, subdivision 10; and

**WHEREAS** the City Council has determined that publication of the title and a summary of Ordinance No. \_\_\_\_\_ would clearly inform the public of the intent and effect of the ordinance;

**NOW THEREFORE**, the City Council, by a four-fifths vote of its members, directs that only the title of Ordinance No. \_\_\_\_\_ and the summary listed below be published with notice that a printed copy of the entirety of Ordinance No. \_\_\_\_\_ is available for inspection at no cost during regular business hours at the Inver Grove Heights City Hall, located at 8150 Barbara Avenue, Inver Grove Heights, Minnesota, at the Inver Glen Library, located at 8098 Blaine Avenue, Inver Grove Heights, Minnesota, and at the Veterans Memorial Community Center, located at 8055 Barbara Avenue, Inver Grove Heights, Minnesota. A copy of Ordinance No. \_\_\_\_\_ is also available without cost by standard or electronic mail upon request made to the City Clerk and is also available on the City's website at [www.invergroveheights.org](http://www.invergroveheights.org). Upon publication of this summary, Ordinance No. \_\_\_\_\_ shall be in full force and effect.

This resolution adopted by at least a four-fifths vote of the City Council this 24<sup>th</sup> day of October, 2011.

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

ATTEST:

\_\_\_\_\_  
Melissa Rheame

**SUMMARY AND TITLE OF ORDINANCE NO. \_\_\_\_\_**  
**AMENDING INVER GROVE HEIGHTS CITY CODE, TITLE 10, CHAPTER 13,**  
**ARTICLE D AND AMENDING INVER GROVE HEIGHTS CITY CODE TITLE 10,**  
**CHAPTER 2 REGARDING FLOODPLAIN MANAGEMENT DISTRICT**

**Section One. Purpose.**

On October 24, 2011, the City Council of Inver Grove Heights adopted Ordinance No. \_\_\_\_\_ which is added to Title 10, Chapter 13, Floodplain Management District and Chapter 2, Rules and Definitions. Rather than publish the entire 25 pages of the ordinance, the City Council desires to adopt this summary of the Ordinance for publication purposes.

The Floodplain Management District Ordinance is available in its entirety for inspection during regular business hours at no cost at the Inver Grove Heights City Hall, located at 8150 Barbara Avenue, Inver Grove Heights, Minnesota, at the Inver Glen Library, located at 8098 Blaine Avenue, Inver Grove Heights, Minnesota, and at the Veterans Memorial Community Center, located at 8055 Barbara Avenue, Inver Grove Heights, Minnesota. A copy of Ordinance No. \_\_\_\_\_ is also available without cost by standard or electronic mail upon request made to the City Clerk and is also available on the City's website at [www.invergroveheights.org](http://www.invergroveheights.org).

**Section Two. Summary of the Changes to the Floodplain Management District and Rules and Definitions.**

All the cities within Dakota County are required to adopt the new Federal Emergency Management Agency (FEMA) floodplain maps by December 2, 2011. The current Dakota County FEMA floodplain maps are from 1981 or older. The current maps for Inver Grove Heights are dated August 1, 1980. FEMA is updating the maps as part of nationwide 5-year map modernization effort. New flood data and topographic data were used to draw the new boundaries of the floodplain. The maps are important as they are used as part of the Flood Insurance program and the maps are used to determine location of the floodplain. There is a federal requirement is that flood insurance is mandatory if the insurable structure is in the one of the high risk flood zones. Local government participation is also mandatory for homeowners to be able to acquire the flood insurance.

FEMA has now prepared final draft maps for local governments to approve which are part of the ordinance amendment. Revised floodplain regulations are also required to be adopted. The City must adopt the new maps and floodplain ordinance changes before December 2, 2011 in order to continue uninterrupted coverage in the flood insurance program.

As part of the mapping update, FEMA and the DNR require all cities to update their existing floodplain ordinances to bring them up to date with the new maps and to add some additional language required by FEMA. FEMA and the DNR have prepare a model ordinance for all local governments to utilize that contains all the required language that must be included in all floodplain regulations. The city's current ordinance is very similar to the model ordinance and

contains all but the new language. Nearly all of the proposed changes to the city's floodplain regulations involve the new required language.

**10-13D-1: STATUE AUTHORITY**

No changes.

**10-13D-2: FINDINGS OF FACT**

No changes

**10-13D-3: PURPOSE**

No changes

**10-13D-4: METHOD OF ANALYZING FLOOD HAZARDS**

No changes

**10-13D-5: NATIONAL FLOOD INSURANCE PROGRAM COMPLIANCE**

New language. Added per FEMA requirements.

**1013D-6: GENERAL PROVISIONS**

Majority of changes are updated language required by FEMA addressing boundaries, name change from travel trailers to recreational vehicles, referencing new map numbers, including historic structures.

Modifies the language on improvements to non-conforming structures. Old language required alterations or additions could not exceed 50% of accumulated value over life of structure. This is very difficult, if not impossible to know and tally the cost of improvements. New language requires a substantial improvement of an addition to meet current flood proofing regulations and existing structure to meet flood proofing regulations also if there is more alterations from the existing structure to the new addition other than a doorway to connect. This is much easier to regulate and to know when the full flood proofing regulations are required for existing structures.

Substantial improvements (as defined) require flood proofing of new plus old portions of structure. New language required by FEMA.

Language on annexations and clause that balance of code is not invalid if a portion of code is found invalid by a court of law. Both new language required by FEMA.

**10-13D-7: DISTRICT BOUNDARIES**

Floodway District. No changes to permitted or conditional uses. Only significant change is to add language that requires automatic openings in buildings to equalize water pressure at times of flooding. Language required by FEMA.

Flood Fringe District. No changes to permitted or conditional uses. Changes made to requirements of flood proofing buildings requiring automatic openings in walls to equalize water pressure. Language required by FEMA.

**10-13D-8: SUBDIVISIONS**

One minor change requiring all new created lots to be able to contain a building pad outside the floodway.

**10-13D-9: REMOVAL OF SPECIAL FLOOD HAZARD AREA DESIGNATION**

No changes.

**10-13D-10: PUBLIC UTILITIES AND TRANSPORTATION FACILITIES**

No changes.

**10-13D-11: ON SITE SEWAGE TREATMENT AND WATER SYSTEMS**

No changes.

**10-13D-12: MANUFACTURED HOMES AND PARKS; RECREATIONAL VEHICLES**

Primary change is removing the term “travel trailer and travel vehicle” and replace with recreational vehicle.

Requires any additions to be easily removed in case home needs to be moved due to flooding.

**10-13D-13: ADMINISTRATION AND ENFORCEMENT**

Expands on language when a building permit is required.

Added language requiring city to notify the DNR of applications for conditional use permits and variances at least 10 days prior to meeting in order to let DNR comment on application. This is similar to existing requirement in Shoreland and Critical Area overlay districts. The notice of decision must be mailed to the DNR within 10 days of decision.

The City must notify the DNR of any watercourse alterations and notify FEMA when physical changes increase or decrease the 100-year flood elevation.

Added additional variance criteria that must be analyzed when reviewing a variance. Required language by FEMA.

**10-2: RULES AND DEFINITIONS:**

Also added four definitions of terms not currently in city code and making two minor modifications to two existing definitions.

**Section Three. Effective Date.**

Upon publication of this summary, Ordinance No. \_\_\_\_\_ shall be in full force and effect.

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**Second Reading of an Ordinance Prohibiting the Use of Coal Tar Sealants, Adding Language to Section 5-5-10 of the City Code**

Meeting Date: October 24, 2011  
 Item Type: Regular  
 Contact: Thomas J. Kaldunski, 651.450.2572  
 Prepared by: Thomas J. Kaldunski, City Engineer  
 Reviewed by: Scott D. Thureen, Public Works Director *SAT*

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

**PURPOSE/ACTION REQUESTED**

Second Reading of an Ordinance Prohibiting the Use of Coal Tar Sealants, Adding Language to Section 5-5-10 of the City Code.

**BACKGROUND**

The City of Inver Grove Heights is permitted by the MPCA to operate as a MS4 (Municipal Separate Storm Sewer System) City. Under this federally mandated storm water program, MS4 permittees have begun regular maintenance activities and observations on the storm sewer system. Regulatory agencies and cities have become concerned with coal tar based sealants used historically on driveways. Coal tar based sealant is known to distribute polycyclic aromatic hydrocarbons (PAHs) into the waters of the state. PAHs are known carcinogens (cancer causing agents). The MPCA is encouraging cities to adopt ordinances regulating the use of coal tar based sealants to reduce the presence of PAHs in pond sediments. Note that the asphaltic based sealants are not restricted by the proposed ordinance.

The City has been conducting routine maintenance projects on the storm water management facilities owned by the City. Pond sediments are regularly removed as part of these activities. A testing program has been established in the City as part of these annual maintenance activities. To date, the City has tested 12 storm water basins out of 578 that exist. Three of the locations have been found to contain PAHs in the sediments. Two of these projects have been delayed due to the high levels of PAHs in the sediments.

Pond sediment containing PAHs falls into one of three categories:

1. Low levels of PAHs – can be reused in residential areas because the risk related to the PAHs is minimal
2. Mid-levels of PAHs – cannot be used in residential areas; however, they can be used in commercial areas
3. High levels of PAHs – must be disposed of at a sanitary landfill

The MPCA has established a grant program to assist communities with the management of PAHs. This program can be used to remove sediments with high levels of PAHs from the basins. Currently, the City has identified two pond dredging maintenance projects that may be eligible for these grants. In order to apply for these funds, the City needs to adopt an ordinance as proposed. One of the current projects with high PAH levels has over 3,000 CY of material to be dredged to return the basin to its original design capacity. We have received estimates in the \$40 to \$60 per cubic yard range for the disposal costs of these materials. The City will need to find funding sources such as MPCA grants to complete these two projects.

The ordinance being presented is based on the LMC model ordinance that has been adopted by a number of Minnesota cities.

Since the first reading of this ordinance, no comments have been received from the public. Several reporters have inquired about background information for articles that they were writing. Attached is an article written by the Star Tribune. No language was changed in the ordinance since the first reading.

The City engineering staff recommends approval of the attached ordinance adding language to Section 5-5-10 to prohibit the use of coal tar sealants. Note that the use of asphaltic based sealants will not be restricted by this ordinance.

TJK/kf

Attachment: Draft Ordinance  
Star Tribune article

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

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

**AN ORDINANCE PROHIBITING THE USE OF  
COAL TAR-BASED SEALER**

---

The City Council of Inver Grove Heights does hereby ordain:

**SECTION 1. ENACTMENT.** Section 5-5-10 of the City Code is hereby enacted to read as follows:

**5-5-10 COAL TAR-BASED SEALER:**

**A. PURPOSE:**

The City understands that the lakes, rivers, streams and other bodies of water within the City are natural assets that enhance the environmental, recreational, cultural and economic resource of the City and that they contribute to the general health and welfare of the community.

The use of sealers on asphalt driveways is a common practice. However, scientific studies on the use of driveway sealers have demonstrated a relationship between stormwater runoff and certain health and environmental concerns.

The purpose of this section is to prohibit the use of coal tar-based sealer within the City to protect water quality within the City.

**B. DEFINITIONS:** For purposes of this section, the following shall mean:

**ASPHALT BASED SEALER:** A petroleum-based sealer material that is commonly used on driveways, parking lots, and other surfaces and which does not contain coal tar.

**COAL TAR:** A byproduct of the process used to refine coal.

**COAL TAR-BASED SEALER:** A sealer material containing coal tar and used as a sealer on asphalt and concrete surfaces, including driveways, parking lots, and other surfaces.

**MPCA:** The Minnesota Pollution Control Agency.

PAHs: Polycyclic Aromatic Hydrocarbons. A group of organic chemicals formed during the incomplete burning of coal, oil, gas, or other organic substances, present in coal tar and believed harmful to humans, fish, and other aquatic life.

**C. USE OF COAL TAR-BASED SEALER PROHIBITED:**

1. No person shall apply any coal tar-based sealer to any driveway, parking lot, or other surface within the City.
2. No person shall contract with any commercial sealer product applicator, residential or commercial developer, or any other person for the application of any coal tar-based sealer to any driveway, parking lot, or other surface within the City.
3. No commercial product applicator, residential or commercial developer, or other similar individual or organization shall direct any employee, independent contractor, volunteer, or other person to apply any coal tar-based sealer to any driveway, parking lot, or other surface within the City.

**D. ASPHALT-BASED SEALER:**

The provisions of this section shall only apply to the use of coal tar-based sealer within the City and shall not affect the use of asphalt-based sealer within the City.

**E. COAL TAR-BASED SEALER USE EXEMPTION:**

Upon the prior express written approval from both the City and MPCA, a person conducting bona fide research on the effects of coal tar-based sealer or PHAs on the environment shall be exempt from the coal tar-based use prohibitions provided in this section.

**F. SEVERABILITY:**

If any provision of this section is found to be invalid for any reason by a court of competent jurisdiction, the validity of the remaining provisions shall not be affected.

**SECTION 2. EFFECTIVE DATE.** This ordinance shall be in full force and effect upon its publication as provided by law.

Passed in regular session of the City Council on the \_\_\_\_ day of \_\_\_\_\_, 2011.

**CITY OF INVER GROVE HEIGHTS**

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

ATTEST:

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

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## More Minnesota cities ban driveway sealer cited as pollutant

Article by: LAURIE BLAKE , Star Tribune Updated: October 18, 2011 - 8:18 PM

Asphalt-based sealants are safer than coal-tar products, MPCA says.

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In the 18 months since White Bear Lake became the first Minnesota city to forbid a common type of driveway sealant, about a dozen others have followed, as evidence mounts that chemicals from the sealants are creating a hazardous and expensive problem in storm-water ponds.

The bans on coal-tar sealants apply to homeowners who seal their own driveways and contractors who apply sealants commercially. Both are now expected to choose safer, asphalt-based sealers.

Although the sealant industry disputes the findings, research by the Minnesota Pollution Control Agency shows a connection between coal-tar sealants put on driveways and parking lots and the PAHs (poly aromatic hydrocarbons) that are showing up in city storm-water ponds, said Don Berger, state program administrator of storm-water policy in the MPCA's municipal division. The PAHs are believed to be harmful to humans, fish and other aquatic life.

"Data we have collected over the last year indicate that there is a good percentage of these pollutants tied to coal-tar sealants," Berger said.

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"The MPCA will continue to support municipalities who choose to phase out the use of coal-tar-based sealants to reduce a known source of contamination to storm-water collection systems," he said.

With an estimated 20,000 storm ponds in the metro area, cities are discovering that many ponds contain PAHes. Because the MPCA requires cities to keep storm ponds clean and in good working order, and to dispose of contaminated pond sediment in specific ways, some cities face astronomical storm-water costs.

Indeed, the cities that have outlawed the sealants have done so to become eligible for MPCA cleanup grants.

Circle Pines put a ban in place and received \$45,000 from the state to help pay \$100,000 in pond sediment disposal costs, said City Administrator Jim Keinath.

Inver Grove Heights, the latest city to forbid use of the sealants, also is counting on a grant after its ban takes effect, City Engineer Tom Kaldunski told City Council members.

After testing just 12 of the city's 578 storm-water ponds, he has found three ponds with contaminated sediments -- two with such high levels of PAHes that they must be disposed of in a sanitary landfill at a cost ranging from \$120,000 to \$180,000.

"Every city is in the same situation -- it's a huge problem," said White Bear Lake public works director Mark Burch.

Before the end of the year, an MPCA work group is expected to release new research and recommendations to give cities further options for disposing of pond sediments.

### **Industry disputes MPCA claim**

The MPCA is talking with the Pavement Coatings Technology Council -- which represents the sealant industry -- in hopes of encouraging the group to voluntarily phase out the material.

Anne LeHuray, executive director of the group, said the council will look over the MPCA's latest research, but "it remains our view -- and I think we have the science to back it up -- that the original claim made by MPCA is incorrect."

Car exhaust and wood smoke are greater sources of PAHes than coal-tar sealants, LeHuray said. "The bans will not do what they think they will do."

But outlawing the sealants has worked well for White Bear Lake, Burch said. "From our perspective there wasn't a down side."

To cooperate with the ban, many large retailers have taken coal-tar sealants off their shelves and replaced them with asphalt-based sealants, he said.

Acceptable products carry a label that says "asphalt immersion," he said.

Businesses also switched to asphalt products, Burch said. "The [sealant] industry was very concerned, but I talked to private commercial guys doing applications on driveways. They told me that they've got all types of products."

The cost of disposing of sediments starts when a city hires someone to take a sample and test it. Cleaner sediments can be scooped out of ponds and spread on the ground as fill, but costs climb if it must be taken to a landfill, Berger said.

Even if cities could afford it, there isn't room in landfills to accept all the contaminated pond sediments.

With that in mind, White Bear Lake is now testing the prospects for storing sediments in a berm close to Varney Lake, where they were removed.

"We will deposit the sediments, cover it over, seed it and put a trail on top," Burch said. If follow-up monitoring shows that the contaminants stay put and don't become a problem, will be a less-expensive option for handling the sediments, Burch said.

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**TO: Mayor and Councilmembers**  
**FROM: Timothy J. Kuntz, City Attorney**  
**DATE: October 12, 2011**  
**RE: Third Reading of an Ordinance Adding Inver Grove Heights City Code,  
Title 9, Chapter 5, Section 9-5-13, Regarding Illicit Connections and  
Discharges to the Municipal Separate Storm Sewer System (MS4) –  
October 24, 2011 City Council Meeting**

**Section 1. Background.** The City of Inver Grove Heights is permitted by the MPCA to operate as an MS4 (municipal separate storm sewer system) city. Under this federally mandated storm water program, MS4s are required to develop and implement a Storm Water Pollution Prevention Program (SWPPP). The SWPPP must cover six (6) minimum control measures:

1. Public education and outreach;
2. Public participation / involvement;
3. Illicit discharge, detection, and elimination;
4. Construction site runoff control;
5. Post-construction site runoff control; and
6. Pollution prevention / good housekeeping.

With each of these six minimum control measures, the City has had to identify best management practices (BMPs) and measurable goals. As required by the permit, the City submits an annual report to the Minnesota Pollution Control Agency (MPCA) on the implementation of the SWPPP each spring.

The SWPPP is required to include procedures to inspect, detect, and eliminate illicit discharges and improper disposal into the MS4 to the maximum extent practicable within the City. Illicit discharges typically consist of any direct or indirect non-stormwater discharge to the storm drain including, but not limited to, construction waste, wash water, paint solvents, concrete washouts, maintenance fluids and oils, and other liquid and solid wastes. City staff annually inspects all MS4 facilities for evidence of illicit discharges and investigates any public reports of illicit discharges.

The attached ordinance provides the City with the regulatory tools to meet the requirements of the City's SWPPP and the ordinance is needed for compliance with the City's MPCA MS4 permit. The MPCA has notified the City that the attached ordinance (or a variation thereof) needs to be adopted by the City on or before December 31, 2011 for compliance with the City's MS4 permit. The attached ordinance was submitted to the MPCA and approved by the MPCA.

The first reading of the proposed ordinance amendment occurred at the September 26, 2011 City Council meeting. No changes were made from the first reading, except the following:

1. The statutory reference to the special assessment procedure was inserted in Section 9-5-13-16.
2. In Section 9-5-13-19 it was clarified that failure to abide by the ordinance constitutes a nuisance because the violation is a threat and hazard to public health and safety.

These changes were made at the second reading. The second reading of the proposed ordinance occurred at the October 10, 2011 City Council meeting.

With regard to the third reading, there have been no changes made from the second reading.

**Section 2. Council Action.** The Council is asked to consider the third and final reading of the attached Ordinance Adding Inver Grove Heights City Code, Title 9, Chapter 5, Sections 9-5-13, Regarding Illicit Connections and Discharges to the Municipal Separate Storm Sewer System (MS4) at the October 24, 2011 City Council meeting.

Attachment

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

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

**AN ORDINANCE ADDING INVER GROVE HEIGHTS CITY CODE,  
TITLE 9, CHAPTER 5, SECTION 9-5-13,  
REGARDING ILLICIT CONNECTIONS AND DISCHARGES  
TO THE MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4)**

---

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

**Section One. Amendment.** Title 9, Chapter 5 of the Inver Grove Heights City Code is hereby amended to add the following Section 9-5-13:

**9-5-13: ILLICIT CONNECTIONS AND DISCHARGES TO THE MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4):**

**9-5-13-1: PURPOSE; INTENT:**

The purpose of this Section 9-5-13 (hereinafter "Section") is to provide for the health, safety, and general welfare of the citizens of the City of Inver Grove Heights through the regulation of non-stormwater discharges to the storm drainage system to the maximum extent practicable as required by federal and state law. This Section establishes methods for controlling the introduction of pollutants into the municipal separate storm sewer system (MS4) in order to comply with requirements of the national pollutant discharge elimination system (NPDES) permit process.

The objectives of this Section are:

- A. To regulate the contribution of pollutants to the municipal separate storm sewer system (MS4) by stormwater discharges by any user.
- B. To prohibit illicit connections and discharges to the municipal separate storm sewer system.
- C. To establish legal authority to carry out all inspection, surveillance and monitoring procedures necessary to ensure compliance with this Section.

**9-5-13-2: DEFINITIONS:**

For the purposes of this Section, the following shall mean:

**AUTHORIZED ENFORCEMENT AGENCY:** The City of Inver Grove Heights.

**BEST MANAGEMENT PRACTICES (BMPs):** Schedule of activities, prohibitions of practices, general good housekeeping practices, pollution prevention and educational practices, maintenance procedures, and other management practices (periodically published by the Minnesota Pollution Control Agency (MPCA) to prevent or reduce the discharge of pollutants directly or indirectly to stormwater, receiving waters, or stormwater conveyance systems. BMPs also include treatment practices, operating procedures, and practices to control site runoff, spillage or leaks, sludge or water disposal, or drainage from raw materials storage.

**CLEAN WATER ACT:** The federal water pollution control act (33 USC section 1251 et seq.), and any subsequent amendments thereto.

**CONSTRUCTION ACTIVITY:** Activities subject to NPDES construction permits. These include construction projects resulting in land disturbances of one acre or more. Such activities include, but are not limited to, clearing and grubbing, grading, excavating, and demolition.

**HAZARDOUS MATERIALS:** Any material, including any substance, waste, or combination thereof, that because of its quantity, concentration, or physical, chemical, or infectious characteristics may cause, or significantly contribute to, a substantial present or potential hazard to human health, safety, property, or the environment when improperly treated, stored, transported, disposed of, or otherwise managed.

**ILLEGAL DISCHARGE:** Any direct or indirect non-stormwater discharge to the storm drain system, except as exempted in this Section.

**ILLICIT CONNECTIONS:** An illicit connection is defined as any drain or conveyance, whether on the surface or subsurface, that allows an illegal discharge to enter the storm drain system including, but not limited to, any conveyances that allow any non-stormwater discharge including sewage, process wastewater, and wash water to enter the storm drain system and any connections to the storm drain system from indoor drains and sinks, regardless of whether said drain or connection had been previously allowed, permitted, or approved by the authorized enforcement agency or, any drain or conveyance connected from a commercial or industrial land use to the storm drain system that has not been documented in plans, maps, or equivalent records and approved by the authorized enforcement agency.

**INDUSTRIAL ACTIVITY:** Activities subject to NPDES industrial permits as defined in 40 CFR, section 122.26(b)(14).

**NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) STORMWATER DISCHARGE PERMIT:** A permit issued by MPCA that authorizes the discharge of pollutants to waters of the United States, whether the permit is applicable on an individual, group, or general area-wide basis.

**NON-STORMWATER DISCHARGE:** Any discharge to the storm drain system that is not composed entirely of stormwater.

**PERSON:** Any individual, association, organization, partnership, firm, corporation or other entity recognized by law and action as either the owner or as the owner's agent.

**POLLUTANT:** Anything that causes or contributes to pollution. Pollutants may include, but are not limited to: paints, varnishes, and solvents; oil and other automotive fluids; non-hazardous liquid and solid wastes and yard wastes; refuse, rubbish, garbage, litter, or other discarded or abandoned objects, pesticides, herbicides, and fertilizers; hazardous substances and wastes and residues that result from constructing a building or structure; and noxious or offensive matter of any kind, that, because of its quantity, concentration, or physical, chemical, or infectious characteristics may cause, or significantly contribute to, a substantial present or potential hazard to human health, safety, property or the environment, or that may degrade, impair or pollute ground or surface waters.

**PREMISES:** Any building, lot, parcel of land, or portion of land whether improved or unimproved including adjacent sidewalks and parking strips.

**STORM DRAIN SYSTEM:** Publicly owned facilities by which stormwater is collected and/or conveyed, including, but not limited to, any roads with drainage systems, municipal streets, gutters, curbs, inlets, piped storm drains, pumping facilities, retention and detention basins, natural and human-made or altered drainage channels, reservoirs, and other drainage structures.

**STORMWATER:** Any surface flow, runoff, and drainage consisting entirely of water from any form of natural precipitation, and resulting from such precipitation.

**STORMWATER POLLUTION PREVENTION PLAN (SWPPP):** A document that describes the best management practices and activities to be implemented by a person or business to identify sources of pollution or contamination at a site and the actions to eliminate or reduce pollutant discharges to stormwater, stormwater conveyance systems, and/or receiving waters to the maximum extent practicable.

**WASTEWATER:** Any water or other liquid, other than uncontaminated stormwater, discharged from a facility.

**9-5-13-3: APPLICABILITY:**

This Section shall apply to all water entering the storm drain system generated on any developed or undeveloped lands unless explicitly exempted by the authorized enforcement agency.

**9-5-13-4: RESPONSIBILITY FOR ADMINISTRATION:**

The authorized enforcement agency shall administer, implement, and enforce the provisions of this Section. Any powers granted or duties imposed upon the authorized enforcement agency may be delegated in writing by the city administrator to persons or entities acting in the beneficial interest of or in the employ of the agency.

**9-5-13-5: ULTIMATE RESPONSIBILITY:**

The standards set forth herein and promulgated pursuant to this Section are minimum standards; therefore, this Section does not intend or imply that compliance by any person will ensure that there will be no contamination, pollution, or unauthorized discharge of pollutants.

**9-5-13-6: DISCHARGE PROHIBITIONS:**

- A. Prohibition of Illegal Discharges: No person shall discharge or cause to be discharged into the municipal storm drain system or watercourses any materials, including, but not limited to, pollutants or waters containing any pollutants that cause or contribute to a violation of applicable water quality standards, other than stormwater.

Any property owner within the City shall comply with the following requirements to prevent discharges:

1. Recreational vehicle sewage shall be disposed of at a proper sanitary waste facility. Waste must not be discharged in an area where drainage to streets or the storm sewer system may occur.
2. Water in swimming pools must sit for seven (7) days without the addition of any chlorine to allow for evaporation of the chlorine before it is discharged.
3. Mobile washing companies, such as carpet cleaning and mobile vehicle washing services, shall dispose of any wastewater to the sanitary sewer system. Wastewater shall not be discharged to the streets or the storm sewer system.
4. Objects such as motor vehicle parts that contain grease, oil or other hazardous substances and unsealed receptacles containing hazardous materials shall not be stored in areas susceptible to runoff. Any machinery or equipment that is to be repaired or maintained in areas susceptible to runoff shall be placed in a confined area to contain any leaks, spills, or discharges.

The commencement, conduct or continuance of any illegal discharge to the storm drain system is prohibited except as described as follows:

1. The following discharges are exempt from discharge prohibitions established by this Section: water line flushing or other potable water sources, landscape irrigation or lawn watering, diverted stream flows, rising groundwater, groundwater infiltration to storm drains, uncontaminated pumped groundwater, foundation or footing drains (not including active groundwater dewatering systems), crawl space pumps, air conditioning condensation, springs, non-commercial washing of vehicles, natural riparian habitat or wetland flows, swimming pools (if dechlorinated by water in swimming pools sitting for seven (7) days without the addition of any chlorine to allow for evaporation of the chlorine before it is discharged), firefighting activities, any other water source not containing pollutants, and the use of fertilizers, herbicides and pesticides for agricultural or landscaping purposes when applied for their intended purpose in accordance with label directions and with all applicable local, state and federal ordinances, laws and regulations.
2. Discharges specified in writing by the authorized enforcement agency as being necessary to protect public health and safety.
3. Dye testing is an allowable discharge, but requires a verbal notification to the authorized enforcement agency prior to the time of the test.
4. The prohibition shall not apply to any non-stormwater discharge permitted under an NPDES permit, waiver, or waste discharge order issued to the discharger and administered under the authority of the federal environmental protection agency, provided that the discharger is in full compliance with all requirements of the permit, waiver, or order and other applicable laws and regulations, and provided that written approval has been granted for any discharge to the storm drain system.

B. Prohibition of Illicit Connections:

1. The construction, use, maintenance or continued existence of illicit connections to the storm drain system is prohibited.
2. This prohibition expressly includes, without limitation, illicit connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of the connection.
3. A person is considered to be in violation of this Section if the person connects a line conveying sewage to the MS4, or allows such a connection to continue.

**9-5-13-7: SUSPENSION OF MS4 ACCESS:**

- A. Suspension Due to Illicit Discharges in Emergency Situations: The City Council may, without prior notice, suspend MS4 discharge access to a person when such suspension is necessary to stop an actual or threatened discharge that presents or may present imminent and substantial danger to the environment, or to the health or welfare of persons, or to the MS4 or waters of the United States. If the violator fails to comply with a suspension order issued in an emergency, the authorized enforcement agency may take such steps as it deems necessary to prevent or minimize damage to the MS4 or waters of the United States, or to minimize danger to persons.
- B. Suspension Due to the Detection of Illicit Discharge: Any person discharging to the MS4 in violation of this Section may have its MS4 access terminated if such termination would abate or reduce an illicit discharge. The authorized enforcement agency will notify a violator of the proposed termination of its MS4 access. The violator may petition the authorized enforcement agency for reconsideration and a hearing. A person commits an offense if the person reinstates MS4 access to premises terminated pursuant to this section, without the prior approval of the authorized enforcement agency.

**9-5-13-8: INDUSTRIAL OR CONSTRUCTION ACTIVITY DISCHARGES:**

Any person subject to an industrial or construction activity NPDES stormwater discharge permit shall comply with all provisions of such permit. Proof of compliance with said permit may be required in a form acceptable to the city council prior to the allowing of discharge to the MS4.

**9-5-13-9: MONITORING OF DISCHARGES:**

- A. Applicability: This Section 9-5-13-9 applies to all facilities that have stormwater discharges associated with industrial activity, including construction activity.
- B. Access to Facilities:
  - 1. The authorized enforcement agency shall be permitted to enter and inspect facilities subject to regulation under this Section 9-5-13-9 as often as may be necessary to determine compliance with this Section 9-5-13-9. If a discharger has security measures in force that require proper identification and clearance before entry into its premises, the discharger shall make the necessary arrangements to allow access to representatives of the authorized enforcement agency.
  - 2. Facility operators shall allow the authorized enforcement agency ready access to all parts of the premises for the purposes of inspection, sampling, examination and copying of records that must be kept under the conditions

of an NPDES permit to discharge stormwater, and the performance of any additional duties as defined by state and federal law.

3. The authorized enforcement agency shall have the right to set up on any permitted facility such devices as are necessary in the opinion of the authorized enforcement agency to conduct monitoring and/or sampling of the facility's stormwater discharge.
4. The authorized enforcement agency has the right to require the discharger to install monitoring equipment as necessary. The facility's sampling and monitoring equipment shall be maintained at all times in a safe and proper operating condition by the discharger at its own expense. All devices used to measure stormwater flow and quality shall be calibrated to ensure their accuracy.
5. Any temporary or permanent obstruction to safe and easy access to the facility to be inspected and/or sampled shall be promptly removed by the operator at the written or oral request of the authorized enforcement agency and shall not be replaced. The costs of clearing such access shall be borne by the operator.
6. Unreasonable delays in allowing the authorized enforcement agency access to a permitted facility are a violation of a stormwater discharge permit and of this Section 9-5-13-9. A person who is the operator of the facility with a NPDES permit to discharge stormwater associated with industrial activity commits an offense if the person denies the authorized enforcement agency reasonable access to the permitted facility for the purpose of conducting any activity authorized or required by this Section 9-5-13-9.
7. If the authorized enforcement agency has been refused access to any part of the premises from which stormwater is discharged, and the City is able to demonstrate probable cause to believe that there may be a violation of any part of Section 9-5-13, or that there is a need to inspect and/or sample as part of a routine inspection and sampling program designed to verify compliance with any part of Section 9-5-13 or any order issued hereunder, or to protect the overall public health, safety and welfare of the community, then the authorized enforcement agency may seek issuance of a search warrant from any court of competent jurisdiction.

#### **9-5-13-10: POLLUTANTS:**

The owner or operator of a commercial or industrial land use shall provide, at its own expense, reasonable protection from accidental discharge of prohibited materials or other wastes into the municipal storm drain system or watercourses through the use of structural and non-structural BMPs of the MPCA. Further, any person responsible for a

property or premises that is, or may be, the source of an illicit discharge, may be required to implement, at said person's expense, additional structural and non-structural BMPs to prevent the further discharge of pollutants to the municipal separate storm sewer system. Compliance with all terms and conditions of a valid NPDES permit authorizing the discharge of stormwater associated with industrial activity, to the extent practicable, shall be deemed compliant with the provisions of this Section. The BMPs shall be part of a stormwater pollution prevention plan (SWPPP) as necessary for compliance with the requirements of the NPDES permit.

**9-5-13-11: WATERCOURSE PROTECTION:**

Every person owning property through which a watercourse passes, or such person's lessee, shall keep and maintain that part of the watercourse within the property free of trash, debris, excessive vegetation, and other obstacles that would pollute, contaminate, or significantly retard the flow of water through the watercourse. In addition, the owner or lessee shall maintain existing privately owned structures within or adjacent to a watercourse, so that such structures will not become a hazard to the use, function, or physical integrity of the watercourse.

**9-5-13-12: NOTIFICATION OF SPILLS:**

Notwithstanding other requirements of law, as soon as any person responsible for a facility or operation, or responsible for emergency response for a facility or operation has information of any known or suspected release of materials that are resulting or may result in illegal discharges or pollutants discharging into stormwater, the storm drain system, or waters of the United States, said person shall take all necessary steps to ensure the discovery, containment, and cleanup of such release. In the event of such a release of hazardous materials said person shall immediately notify emergency response agencies of the occurrence via emergency dispatch services. In the event of a release of non-hazardous materials, said person shall notify the authorized enforcement agency in person or by telephone or facsimile no later than the next business day. Notifications in person or by telephone shall be confirmed by written notice addressed and mailed to the City within three (3) business days of the telephone notice. If the discharge of prohibited materials emanates from a commercial or industrial land use, the owner or operator of such a land use shall also retain an on-site written record of the discharge and the actions taken to prevent its recurrence. Such records shall be retained for at least three (3) years. The City shall keep records of any known illicit discharge on the City's inspection form.

**9-5-13-13: ENFORCEMENT:**

A. Notice of Violation: Whenever the City finds that a person has violated a prohibition or failed to meet a requirement of this Section, the authorized enforcement agency may order compliance by written notice of violation to the responsible person. Such notice may require without limitation:

1. The performance of monitoring, analysis, and reporting;

2. The elimination of illicit connections or discharges;
3. That violating discharges, practices, or operations shall cease and desist;
4. The abatement or remediation of stormwater pollution or contamination hazards and the restoration of any affected property;
5. The implementation of source control or treatment BMPs of the MPCA. If abatement of a violation and/or restoration of affected property is required, the notice shall set forth a deadline within which such remediation or restoration must be completed. Said notice shall further advise that, should the violator fail to remediate or restore within the established deadline, the work will be done by a designated governmental agency or a contractor and the expense thereof shall be charged to the violator;
6. The notice shall state that the determination of violation may be appealed to the city administrator by filing with city clerk a written notice of appeal within seven (7) calendar days of service of the notice of violation.

**9-5-13-14: APPEAL OF NOTICE OF VIOLATION:**

Any person receiving a notice of violation may appeal the determination of the authorized enforcement agency. The notice of appeal must be received by the City Clerk within seven (7) calendar days from the date of the notice of violation. Hearing on the appeal before the city administrator or the city administrator's designee shall take place within seven (7) calendar days from the date of receipt of the notice of appeal. The decision of the city administrator or city administrator's designee shall be final.

**9-5-13-15: ENFORCEMENT MEASURES AFTER APPEAL:**

If the violation has not been corrected pursuant to the requirements set forth in the notice of violation, or, in the event of an appeal within fifteen (15) days of the decision of the city administrator upholding the decision of the authorized enforcement agency, then representatives of the authorized enforcement agency may enter upon the subject private property and are authorized to take any and all measures necessary to abate the violation and/or restore the property. It shall be unlawful for any person, owner, agent or person in possession of any premises to refuse to allow the government agency or designated contractor to enter upon the premises for the purposes set forth above.

**9-5-13-16: COST OF ABATEMENT OF THE VIOLATION:**

Within thirty (30) days after abatement of the violation, the owner of the property will be notified of the cost of abatement, including administrative costs. If the amount due is not paid within a timely manner as determined by the decision of the city administrator, the authorized enforcement agency may levy the charges as a special assessment against the

property pursuant to Chapter 429 of Minnesota Statutes, including Minnesota Statutes § 429.101. The assessments shall constitute a lien on the property for the amount of the assessment. Any person violating any of the provisions of this Section shall become liable to the City by reason of such violation.

**9-5-13-17: LEGAL ACTION:**

It shall be unlawful for any person to violate any provision or fail to comply with any of the requirements of this Section. If a person has violated and continues to violate the provisions of this Section, the authorized enforcement agency may petition for a preliminary or permanent injunction restraining the person from activities which would create further violations or compelling the person to perform abatement or remediation of the violation, or seek any other available remedy in law or equity.

**9-5-13-18: COMPENSATORY ACTION:**

In lieu of enforcement proceedings, penalties, and remedies authorized by this Section, the authorized enforcement agency and violator may agree on alternative compensatory actions, such as storm drain stenciling, attendance at compliance workshops, creek cleanup, etc.

**9-5-13-19: NUISANCE:**

In addition to the enforcement processes and penalties provided, any condition caused or permitted to exist in violation of any of the provisions of this Section is a threat and hazard to public health, safety, and welfare, and is declared and deemed a nuisance, and may be summarily abated or restored at the violator's expense, and/or a civil action to abate, enjoin, or otherwise compel the cessation of such nuisance may be taken.

**9-5-13-20: CRIMINAL PROSECUTION:**

Any person that has violated or continues to violate this Section shall be liable to criminal prosecution to the fullest extent of the law, and shall be subject to a criminal penalty in accordance with section 1-4-1 of this Code. The authorized enforcement agency may recover all attorney fees, court costs, and other expenses associated with enforcement of this Section, including sampling and monitoring expenses.

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

Passed in regular session of the City Council on the 24<sup>th</sup> day of October , 2011.

**CITY OF INVER GROVE HEIGHTS**

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

ATTEST:

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

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**First Reading of an Ordinance Amending Inver Grove Heights City Code, Title 9, Chapter 4, Section 9-4-1-2 and 9-4-1-3, Regarding Excavation and Fills**

Meeting Date: October 24, 2011  
 Item Type: Regular  
 Contact: Thomas J. Kaldunski, 651.450.2572  
 Prepared by: Thomas J. Kaldunski, City Engineer  
 Reviewed by: Scott D. Thureen, Public Works Director *SAT*

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

**PURPOSE/ACTION REQUESTED**

First Reading of an Ordinance Amending Inver Grove Heights City Code, Title 9, Chapter 4, Section 9-4-1-2 and 9-4-1-3, Regarding Excavation and Fills.

**SUMMARY**

The City's current Code 9-4-1-2 exempts property owners from a City permitting requirement when excavating or filling their property as long as the quantity of material involved does not exceed 500 CY. The Code includes provisions whereby the City could require a permit if the quantity of material is less than 500 CY if the work would adversely affect drainage to neighboring properties.

City staff has had to work with an increasing number of residents that have called to complain about excavation and fill activities.

Historically, many cities used the old chapter of the building code (that had a threshold of 50 CY) to regulate fill activities. Some cities have modified their codes to address this issue as noted in the City Attorney's memo (attached).

The proposed ordinance has been prepared by the City Attorney following reviews of other City codes and discussions with staff. The code amendment would accomplish the following:

- 1) Parcels greater than 5 acres would follow the current City Code which allows 500 CY of excavation/fill to occur without a permit as long as the adjacent properties are not adversely affected.
- 2) Parcels from 1.0 to 4.99 acres would be required to apply for a land alteration permit if more than 30 CY of excavation or fill is planned.
- 3) Parcels smaller than 1.0 acre would be required to apply for a land alteration permit if more than 10 CY of excavation or fill is planned.

The City currently issues administrative land alteration permits for quantities less than 10,000 CY.

It is recommended that the City Council conduct the First Reading of the Ordinance Amendment Modifying Fill/Excavation permitting as outlined in the attached City Attorney's letter and proposed ordinance.

TJK/kf  
 Attachments: City Attorney's memo  
 Draft Ordinance

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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. FOHLER  
◊JAY P. KARLOVICH  
ANGELA M. LUTZ AMANN  
\*KORINE L. LAND  
ANN C. O'REILLY  
◻\*DONALD L. HOEFT  
DARCY M. ERICKSON  
DAVID S. KENDALL  
BRIDGET McCAULEY NASON  
ELIZABETH HALL MURTHY  
•  
HAROLD LEVANDER  
1910-1992  
•  
ARTHUR GILLEN  
1919-2005  
•  
• ROGER C. MILLER  
RETIRED

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

## MEMO

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**TO: Mayor and Councilmembers**  
**FROM: Timothy J. Kuntz, City Attorney**  
**DATE: October 12, 2011**  
**RE: First Reading of an Ordinance Amending Inver Grove Heights City Code,  
Title 9, Chapter 4, Sections 9-4-1-2 and 9-4-1-3 Regarding Excavation and  
Fills – October 24, 2011 City Council Meeting**

---

**Section 1. Background.** The City's current City Code provisions in Title 9, Chapter 4, Section 9-4-1-2 exempts a property owner from any City permitting requirement when excavating or filling their private property as long as the excavation or fill material volume does not exceed five hundred (500) cubic yards. A property owner that excavates or fills a lot with a few hundred cubic yards of material can cause inadvertent or unforeseen changes in drainage patterns. As a point of reference, a large tandem-axle dump truck can deliver 15 to 20 cubic yards of fill material. In other words, a property owner can currently engage in unregulated excavation or filling at a magnitude of 20 to 25 large dump truck loads.

The City engineering staff reviewed the excavation and filling regulations of other cities that vary widely as shown below:

Apple Valley: less than 20 cubic yards or less than 3,500 sq. ft. disturbed does not require a permit.

Burnsville: less than 90 cubic yards does not require a permit.

Eagan: less than 10,000 sq. ft disturbed or less than 5 ft. in depth does not require a permit.

Lakeville: less than 1,000 cubic yards or less than 100 sq. ft disturbed or less than 6 inches of topsoil does not require a permit.

Mahtomedi: less than 10 cubic yards does not require a permit, 10 to 100 cubic yards requires an administrative zoning permit, over 100 cubic yards requires a conditional use permit.

Minnetrista: less than 30 cubic yards does not require a permit.

Rosemount: no specified minimum found.

Savage: less than than 15 cubic yards or less than 1 ft of fill does not require a permit, more than 15 cubic yards or 1 to 3 ft of fill requires a minor grading permit, more than 2,000 yards requires a major grading permit.

South St. Paul: less than 100 cubic yards does not require a permit.

The City engineering staff recommends amending the City's regulations to limit the volume of unregulated excavation and filling to coincide with the size of the property in an effort to avoid inadvertent or unforeseen changes in drainage patterns without over-regulating property owner landscaping projects. The City engineering staff recommends that a permit from the Department of Public Works would be required if:

1. The total amount of material:
  - a. exceeds five hundred (500) cubic yards but does not exceed ten thousand (10,000) cubic yards for a 5.00 acre or larger "lot" (the term "lot" is defined in Title 10, Chapter 2, Section 10-2-2); or
  - b. exceeds thirty (30) cubic yards but does not exceed ten thousand (10,000) cubic yards for a 1.00 acre to a 4.99 acre "lot"; or
  - c. exceeds ten (10) cubic yards but does not exceed ten thousand (10,000) cubic yards for a "lot" smaller than 1.00 acres.

**Section 2. Council Action.** The Council is asked to consider the first reading of the attached Ordinance Amending Inver Grove Heights City Code, Title 9, Chapter 4, Sections 9-4-1-2 and 9-4-1-3, Regarding Excavation and Fills at the October 24, 2011 City Council meeting.

Attachment

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

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

**AN ORDINANCE AMENDING INVER GROVE HEIGHTS CITY CODE,  
TITLE 9, CHAPTER 4, SECTIONS 9-4-1-2 AND 9-4-1-3,  
REGARDING EXCAVATION AND FILLS**

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

Section One. Amendment. Title 9, Chapter 4, Sections 9-4-1-2 and 9-4-1-3, of the Inver Grove Heights City Code are hereby amended to read as follows: The underlined text shows the proposed additions to the Ordinance and the ~~struck-out~~ text shows the deleted wording:

**9-4-1-2: APPROVAL BY DIRECTOR OF PUBLIC WORKS:**

- A. Approval Required: Approval in writing by the director of public works is required, but a land alteration permit granted by the city council is not required (unless the total amount of material excavated or filled exceeds ten thousand (10,000) cubic yards), for filling or raising of existing surface grade by rock, sand, dirt, gravel, clay or other like material or the displacement, excavation, removal or storage of rock, sand, dirt, gravel, clay or other like material when all the following circumstances exist:
1. The total amount of material:
    - a. \_\_\_\_\_ -exceeds five hundred (500) cubic yards but does not exceed ten thousand (10,000) cubic yards- for a 5.00 acre or larger "lot" (the term "lot" is defined in Title 10, Chapter 2, Section 10-2-2); or
    - b. exceeds thirty (30) cubic yards but does not exceed ten thousand (10,000) cubic yards for a 1.00 acre to a 4.99 acre "lot"; or
    - c. exceeds ten (10) cubic yards but does not exceed ten thousand (10,000) cubic yards for a "lot" smaller than 1.00 acres.
  2. The exceptions stated in section 9-4-1-3 of this chapter do not apply.
  3. The total scope of work is to be completed within two (2) years.
  4. Applicant meets the standards and requirements set forth in this section 9-4-1-2.

B. Application For Approval: The application for the director's approval shall be made in writing on such form as the city may from time to time designate and shall include such information as may be required by the city, and shall contain, among other things:

1. The correct legal description of the premises;
2. The name and address of the applicant and owner of the land;
3. The purposes of the removal, storage, excavation or filling;
4. The estimated time required to complete the work;
5. The highways, street or other public roadways within the city upon or along which the material shall be transported;
6. Method and schedule for restoration and measures to control erosion during and after the work;
7. A topographical map or plat of any proposed pit or excavation to be made showing the confines or limits thereof, together with the existing and proposed finished elevations based upon seal level readings;
8. Method of controlling dust;
9. Hours of operation; and
10. Evidence that the material to be excavated or filled does not pose an environmental hazard and does not include any hazardous materials or contaminated soils, including the identification of the origin of imported fill from within or outside Dakota County together with a certification that the imported fill is clean pursuant to Dakota County regulation; and-
11. Estimated quantity of excavation or filling.

C. Conditions of Approval:

1. The director may grant approval if the applicant meets all of the following standards and requirements:
  - a. Existing drainage and ponding patterns are not significantly altered so as to adversely affect adjoining land.
  - b. The resultant grade and slopes at the property line are in substantial conformity to the surrounding natural topography, are

set so as to minimize erosion and provide for sufficient drainage so that both natural and storm water enter and leave the property at the original or natural drainage points.

- c. Dust control measures are adequate and commensurate with the location of work.
  - d. All banks shall be left with a slope not greater than one foot (1') vertical to four feet (4') horizontal, except that greater slope shall be permitted if it is in substantial conformity with the immediate surrounding area, and in the judgment of the director, it is not expected to adversely affect future development of the site. All excavated areas shall be finally graded in substantial conformity with the surrounding natural topography.
  - e. The property shall be so graded that stagnant water will not be permitted to collect thereon.
  - f. When an open excavation has a depth of twenty feet (20') or more, or a slope of one foot (1') vertical to two feet (2') horizontal or steeper, a fence effectively controlling access to the area shall be erected. Said fence may be "snow fence" or similar temporary type of fence unless otherwise required by the director. (1974 Code § 420.01)
  - g. The maximum hours of operation shall be seven o'clock (7:00) A.M. to seven o'clock (7:00) P.M., Monday through Saturday, unless the director of public works or council provides otherwise. (1974 Code § 420.01; amd. 2008 Code)
  - h. Applicant pays the fee established by resolution of the city council.
  - i. If the excavation or filing activity involves the transfer of material from one "lot" to another "lot," a permit shall be required for each "lot." (the term "lot" is defined in Title 10, Chapter 2, Section 10-2-2).
  - j. The applicant must secure an annual review and renewal of each permit and pay any applicable fee for said review and renewal pursuant to the City's fee schedule.
2. The director's approval is conditioned upon the work being completed within the time noted in the application and upon the applicant fulfilling the standards and requirements established herein.

- D. Time For Completion Of Work: No work allowed under this section shall be authorized for more than two (2) years' duration, except that the director may approve one and only one extension of a permit for up to two (2) years' duration provided that there is a showing by the applicant of extenuating circumstances that caused unavoidable delays.~~and there shall be no renewal or extension of the director's approval.~~
- E. Misdemeanor Violation: Any person who fails to obtain the director's approval as herein required, or who fails to comply with any of the conditions upon which the same is issued, or who fails to complete the work within the time prescribed by the director's approval is guilty of violating this section and is guilty of a misdemeanor. Each day that a violation exists constitutes a separate offense. (1974 Code § 420.01)

**9-4-1-3: EXEMPTIONS FROM PERMIT OR APPROVAL**

Neither an ~~excavation~~land alteration permit granted by the council nor the approval of the director of public works is required for:

- A. The excavation, removal or storage of rock, sand, dirt, gravel, clay or other like materials for the purpose of foundation, cellar or basement of some immediate pending superstructure to be erected, built or placed thereon contemporaneously with, or immediately following , such excavation, removal or storage, provided that a building permit has been issued.
- B. Such excavation, removal or storage of rock, dirt, gravel, sand, clay or other like material by the state, county, or city authorities in connection with the construction or maintenance of roads or highways or utilities, provided such activity is conducted within said road or highway right of way.
- C. Curb cuts, utility hookups or street openings for which another permit is required from the city. Where another permit is not required or obtained, an excavation permit shall be required.
- D. Excavation or installation of public utilities upon platted property within two (2) years after an approved plat has been filed with the county. Where a plat is pending or more that two (2) years has elapsed since the filing of a plat, an excavation permit shall be required.
- E. The filling or raising of existing surface grades by rock, sand, dirt, gravel, clay or other like material or the displacement, excavation, removal or storage of rock, sand, dirt, gravel, clay or other like material when all of the following conditions are met:
  - 1. No demolition debris is used and t~~he~~ total amount of material does not exceed;

a. five hundred (500) cubic yards for a 5.00 or larger "lot" (the term "lot is defined in Title 10, Chapter 2, Section 10-2-2) and no demolition debris is used; or

b. thirty (30) cubic yards for a 1.00 acre to a 4.99 acre "lot"; or

c. ten (10) cubic yards for a "lot" smaller than 1.00 acres.

2. The material is for finished grade or finished landscaping purposes or for gardening;
3. Existing drainage and ponding patterns are not significantly altered so as to adversely affect adjoining land;
4. The resultant grade and slopes at the property line are in substantial conformity to the surrounding natural topography, are set so as to minimize erosion, and provide for sufficient drainage so that both natural and storm water enter and leave the property at the original or natural drainage points.

F. Excavating or grading for agricultural purposes.

~~G. Filling for any purpose for which a dump permit shall have been previously applied for and obtained.~~

H.G. making any excavation or grading for any purpose for which a sewage disposal system permit shall have been previously applied for and obtained.

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

Passed in regular session of the City Council on the \_\_\_ day of \_\_\_\_\_, 2011.

**CITY OF INVER GROVE HEIGHTS**

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

ATTEST:

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

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**Approve Third Amended Maintenance Agreement with Arbor Pointe Association, Inc.**

Meeting Date: October 24, 2011  
Item Type: Regular  
Contact: Scott D. Thureen, 651.450.2571  
Prepared by: Scott D. Thureen, Public Works Director  
Reviewed by: *SJA*

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

**PURPOSE/ACTION REQUESTED**

Consider approval of Third Amended Maintenance Agreement by and between the City of Inver Grove Heights and the Arbor Pointe Association, Inc. for Arbor Pointe located in the City of Inver Grove Heights, Dakota County, Minnesota.

**SUMMARY**

Last year, the Council discussed a request from the Arbor Pointe Association, Inc. (APAI), to revise the current maintenance agreement (Second Amended Maintenance Agreement with Arbor Pointe Association, Inc.). The Association's specific requests were:

- Modify Exhibit B to add three (3) outlots that were deeded to APAI by the developer, Rottlund, subsequent to the approval of the second amendment to this maintenance agreement. Those parcels are:  
  - Outlot B, Arbor Gables (20-11777-00-020)
  - Outlot D, Arbor Gables (20-11777-00-040)
  - Outlot E, Arbor Gables (20-11777-00-050)
- Modify Exhibit C to reduce the right-of-way area for which APAI is responsible for boulevard and center median maintenance. APAI is currently responsible for all of the rights-of-way within the Arbor Pointe PUD, including residential and commercial properties. APAI stated it has never maintained the right-of-way in the commercial area and wants to be relieved of the contractual responsibility.
- Modify Exhibit D to reduce the number of street lights for which APAI is responsible to pay the operation and maintenance cost. As with the boulevards, APAI is responsible for lights within the PUD borders that are not adjacent to property controlled by APAI.

The Council agreed to the revisions requested by APAI. After an extended effort to correctly correlate existing street lights and the billings from Xcel Energy, the revised document is ready for Council consideration. The document was approved by the APAI Board. I recommend that the Council adopt the resolution approving the document.

SDT/kf  
Attachments: Resolution  
Maintenance Agreement

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

**RESOLUTION APPROVING THE THIRD AMENDED MAINTENANCE AGREEMENT BY AND  
BETWEEN THE CITY OF INVER GROVE HEIGHTS AND THE ARBOR POINTE  
ASSOCIATION, INC. FOR ARBOR POINTE LOCATED IN THE CITY OF INVER GROVE  
HEIGHTS, DAKOTA COUNTY, MINNESOTA**

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

**WHEREAS**, the Arbor Pointe Association, Inc. (APAI) has requested that the Second Amended Maintenance Agreement By and Between the City of Inver Grove Heights and the Arbor Pointe Association, Inc. for Arbor Pointe Located in the City of Inver Grove Heights, Dakota County, Minnesota be amended; and

**WHEREAS**, the requested amendments include:

- 1) modification of Exhibit B to add three (3) Outlots: Outlot B, Arbor Gables (20-11777-00-020); Outlot D, Arbor Gables (20-11777-00-040); Outlot E, Arbor Gables (20-11777-00-050);
- 2) modification of Exhibit C to reduce the rights-of-way areas for which the APAI is responsible for boulevard and center median maintenance by deleting those areas adjacent to commercial property parcels that are not included in the APAI; and
- 3) modification of Exhibit D to reduce the number of street lights for which the APAI is responsible for operation and maintenance by deleting those street lights adjacent to commercial property parcels that are not included in the APAI; and

**WHEREAS**, an amended agreement has been prepared by City staff and approved by the APAI Board of Directors.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS THAT:** the Third Amended Maintenance Agreement By and Between the City of Inver Grove Heights and the Arbor Pointe Association, Inc. for Arbor Pointe Located in the City of Inver Grove Heights, Dakota County, Minnesota, is hereby approved.

Adopted by the City Council this 24th day of October 2011.

AYES:  
NAYS:

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

ATTEST:

\_\_\_\_\_  
Melissa Rheaume

THIRD AMENDED  
MAINTENANCE AGREEMENT BY AND BETWEEN THE  
CITY OF INVER GROVE HEIGHTS AND  
ARBOR POINTE ASSOCIATION, INC.  
FOR ARBOR POINTE  
LOCATED IN THE CITY OF INVER GROVE HEIGHTS,  
DAKOTA COUNTY, MINNESOTA

Execution Copy  
\_\_\_\_\_, 2011

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**CITY OF INVER GROVE HEIGHTS**

**THIRD AMENDED MAINTENANCE AGREEMENT  
FOR ARBOR POINTE ASSOCIATION, INC.**

**THIS THIRD AMENDED MAINTENANCE AGREEMENT (MAINTENANCE AGREEMENT)**, made and entered into on the \_\_\_\_ day of \_\_\_\_\_, 2011, by and between the CITY OF INVER GROVE HEIGHTS, a municipality of the State of Minnesota, (hereinafter called the "CITY"), and MASTER ASSOCIATION identified herein.

**RECITALS:**

**WHEREAS**, the DEVELOPER has applied to the CITY for approval of the PLAT;

**WHEREAS**, City of Inver Grove Heights Resolution No: 789, dated December 21, 1992, required a homeowners association to provide for and maintain all MONUMENT SIGNAGE, and to provide landscaping, irrigation, and maintenance of the COMMON AREAS, PUBLIC RIGHT-OF-WAY and TRAIL EASEMENTS; and

**WHEREAS**, the CITY approved the PLAT on the condition that the Homeowners Association for Arbor Pointe would contract with the CITY to provide for and maintain all MONUMENT SIGNAGE, and to provide landscaping, irrigation, and maintenance of the COMMON AREAS, PUBLIC RIGHT-OF-WAY and TRAIL EASEMENTS.

**NOW, THEREFORE**, subject to the terms and conditions of this MAINTENANCE AGREEMENT and in reliance upon the representations, warranties and covenants of the parties herein contained, the CITY and MASTER ASSOCIATION agree as follows:

**ARTICLE 1**  
**DEFINITIONS**

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

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

**1.3 MEMBER ASSOCIATION.** "MEMBER ASSOCIATION" means those entities formed for the purpose of providing maintenance, upkeep, and preservation of certain common areas within each PLAT of ARBOR POINTE and to promote the health, safety and welfare of the residents within the above-described PLATS and any additions thereto as may hereafter be brought within the jurisdiction of the MEMBER ASSOCIATION.

**1.4 MASTER ASSOCIATION.** "MASTER ASSOCIATION" means Arbor Pointe Association, Inc., a Minnesota non-profit corporation, and all successors and assigns thereof.

**1.5 DEVELOPER.** "DEVELOPER" means The Rottlund Company, Inc.

**1.6 PLAT.** "PLAT" means the plat of ARBOR POINTE comprising the real property located in Inver Grove Heights, Dakota County, Minnesota and legally described on the attached Exhibit A.

**1.7 COMMON AREAS.** "COMMON AREAS" means those parcels of real property legally described on the attached Exhibit B.

**1.8 PUBLIC RIGHT-OF-WAY.** "PUBLIC RIGHT-OF-WAY" means the landscaped portions of those streets, boulevards, and roadways described on the attached Exhibit C.

**1.9 STREET LIGHTS and DECORATIVE LIGHTS.** "STREET LIGHTS and DECORATIVE LIGHTS" means those lights, electronic and otherwise shown on the attached Exhibit D as "APAI" (Arbor Pointe Association, Inc. ownership and maintenance). This definition does not include those lights listed on Exhibit D as being the ownership and responsibility of MNDOT or IGH.

**1.10 MEMBER ASSOCIATION OBLIGATIONS.** "MEMBER ASSOCIATION OBLIGATIONS" means the duty, responsibility and the obligation of the MEMBER ASSOCIATION:

- a.) To provide for and maintain the landscaping, irrigation, and maintenance of the COMMON AREAS and PUBLIC RIGHT-OF-WAY, and
- b.) To provide for and maintain in an operable condition all STREET LIGHTS or DECORATIVE LIGHTS,

all to the STANDARD OF CARE defined herein.

**1.11 MASTER ASSOCIATION OBLIGATIONS.** "MASTER

ASSOCIATION OBLIGATIONS" means the duty, responsibility and the obligation of the MASTER ASSOCIATION:

- a.) To provide for and maintain all MONUMENT SIGNAGE, and
- b.) To provide for and maintain the landscaping, irrigation, and maintenance of the COMMON AREAS, PUBLIC RIGHT-OF-WAY, TRAIL EASEMENTS, and
- c.) To provide for and maintain in an operable condition all STREET LIGHTS or DECORATIVE LIGHTS,
- d.) To properly construct a GAZEBO in the appropriate COMMON AREA and properly maintain and regularly care for the GAZEBO to ensure a neat, orderly, functional structure with a well-maintained appearance,

all to the STANDARD OF CARE defined herein.

**1.12 TRAIL EASEMENTS.** "TRAIL EASEMENTS" shall mean the landscaped portions of the TRAIL EASEMENTS dedicated or conveyed to the CITY by the DEVELOPER, MASTER or MEMBER ASSOCIATIONS.

**1.13 IRRIGATION SYSTEM.** "IRRIGATION SYSTEM" shall mean the private water supply system designed to maintain the landscaping, turf, trees, and other vegetation within the COMMON AREAS or PUBLIC RIGHT-OF-WAY.

**1.14 MINIMUM LANDSCAPE INVENTORY.** "MINIMUM LANDSCAPE INVENTORY" shall mean the quantity of landscaping inspected and approved by the CITY pursuant to the landscape plans approved by the CITY for the COMMON AREAS, TRAIL EASEMENTS and PUBLIC RIGHT-OF-WAY.

**1.15 MONUMENT SIGNAGE.** "MONUMENT SIGNAGE" means any signage, placards, emblems, or symbols placed within a COMMON AREA, which identifies Arbor Pointe or any neighborhood or subdivision located within Arbor Pointe.

**1.16 COUNCIL.** "COUNCIL" means the Council of the City of Inver Grove Heights.

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

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

**1.19 COUNTY.** "COUNTY" means Dakota County, Minnesota.

**1.20 MASTER ASSOCIATION DEFAULT.** "MASTER ASSOCIATION DEFAULT" means and includes, jointly and severally, any of the following or any combination thereof:

- a.) failure by the MASTER ASSOCIATION to timely perform the MASTER ASSOCIATION OBLIGATIONS according to the STANDARD OF CARE as defined herein;
- b.) failure by the MASTER ASSOCIATION to properly maintain the MINIMUM LANDSCAPE INVENTORY according to the STANDARD OF CARE as defined herein;
- c.) failure by the MASTER ASSOCIATION to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this MAINTENANCE AGREEMENT;
- d.) breach of a MASTER ASSOCIATION WARRANTY.

**1.21 FORCE MAJEURE.** "FORCE MAJEURE" means acts of God, including, but not limited to floods, ice storms, blizzards, tornadoes, landslides, lightning and earthquakes (but not including reasonably anticipated weather conditions for the geographic area), riots, insurrections, war or civil disorder affecting the performance of work, blockades, power or other utility failures, and fires or explosions. FORCE MAJEURE also includes seasonal planting restraints due to weather and commonly accepted horticulture practices; the unavailability of materials on commercially reasonable terms; and governmental restraints related to the delivery and transportation of materials.

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

**If to CITY:**

City of Inver Grove Heights  
Attention: City Administrator  
Inver Grove Heights City Hall  
8150 Barbara Avenue  
Inver Grove Heights, MN 55075

**If to MASTER ASSOCIATION:** Arbor Pointe Association, Inc.  
c/o New Concept Management Group, Inc.  
5707 Excelsior Blvd.  
St. Louis Park, MN 55416

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

**1.23 STANDARD OF CARE.**

**A. COMMON AREAS, PUBLIC RIGHT-OF-WAY AND TRAIL EASEMENTS:**

1. **TURF:** All turf existing on a COMMON AREA, PUBLIC RIGHT-OF-WAY, OR TRAIL EASEMENT shall be neatly trimmed and mowed, properly watered, treated, and fertilized and shall be consistently manicured and free of litter and debris.
2. **TREES AND OTHER VEGETATION:** All trees and other vegetation existing on a COMMON AREA, PUBLIC RIGHT-OF-WAY, OR TRAIL EASEMENT shall be neatly trimmed and pruned, properly watered, treated, and fertilized and shall be consistently manicured and free of litter and debris. All leaves shall be regularly removed from the COMMON AREA, PUBLIC RIGHT-OF-WAY, OR TRAIL EASEMENT.
3. **LANDSCAPING:** All landscaping including, but not limited to, edging, plastic, decorative rocks and woodchips, existing on a COMMON AREA, PUBLIC RIGHT-OF-WAY, OR TRAIL EASEMENT shall be properly maintained and preserved and shall be consistently manicured and free of litter and debris.

- B. MONUMENT SIGNAGE:** All MONUMENT SIGNAGE shall be properly installed in the appropriate COMMON AREAS, properly maintained, and regularly cared for to ensure a neat, orderly and well maintained appearance.

**C. STREET LIGHTS or DECORATIVE LIGHTS:** All existing, or hereinafter installed, STREET LIGHTS or DECORATIVE LIGHTS shall be preserved and maintained by the MASTER ASSOCIATION according to the following:

1. **LIGHTING TO BE OPERATIONAL:** The MASTER ASSOCIATION shall maintain the STREET LIGHTING or DECORATIVE LIGHTING to ensure that it is properly operational. The MASTER ASSOCIATION shall also repair and/or replace any non-operational STREET LIGHTING or DECORATIVE LIGHTING.
2. **MASTER ASSOCIATIONS RESPONSIBILITY FOR COSTS:** The MASTER ASSOCIATION shall be responsible for all energy costs to service and properly maintain the STREET LIGHTING or DECORATIVE LIGHTING, as well as all costs of persons furnishing skills, tools, machinery or materials, or equipment or supplies to service and properly maintain the STREET LIGHTING or DECORATIVE LIGHTING; and the CITY shall be under no obligation to pay the MASTER ASSOCIATION, any utility companies, contractors, subcontractors, or any other agents any sum whatsoever on account thereof.
3. **PROPER MAINTENANCE OF STREET LIGHTING or DECORATIVE LIGHTING:** Proper maintenance of the STREET LIGHTS or DECORATIVE LIGHTS shall include, but not be limited to, the cleaning, replacement and maintenance of bulbs, ballast assemblies, glassware, photocells, and any repair or replacement necessary for underground wiring and the maintenance and repair of any fixtures or poles if the same has been knocked down.

**D. IRRIGATION SYSTEM:**

1. The MASTER ASSOCIATION shall ensure that the IRRIGATION SYSTEM is properly maintained and fully operational.
2. The MASTER ASSOCIATION shall be responsible for all water costs and all costs to maintain and properly operate the IRRIGATION SYSTEM as well as all costs of persons furnishing skills, tools, machinery or materials, or equipment or supplies to properly operate the IRRIGATION SYSTEM; and the CITY shall be under no obligation to pay the MASTER ASSOCIATION, any

utility companies, contractors, subcontractors, or any other agents any sum whatsoever on account thereof.

**E. MINIMUM LANDSCAPING INVENTORY:** The MASTER ASSOCIATION shall always maintain and preserve the MINIMUM LANDSCAPE INVENTORY pursuant to the landscape plans approved by the CITY for the COMMON AREAS and PUBLIC RIGHT-OF-WAY. Additionally, all turf, trees, landscaping and other vegetation which becomes damaged, diseased, or dead shall be repaired by the MASTER ASSOCIATION to its preexisting condition or replaced with a substantially similar item within ten (10) days after FORMAL NOTICE to ensure that the MINIMUM LANDSCAPE INVENTORY is maintained.

**1.24 DEVELOPMENT PLANS.** "DEVELOPMENT PLANS" shall mean site landscaping plans, street lighting plans and utility plans approved by the CITY for the COMMON AREAS and PUBLIC RIGHT-OF-WAY.

**1.25 REGULATORY AGENCIES.** "REGULATORY AGENCIES" means and includes, jointly and severally, the following:

Minnesota Department of Transportation, Dakota County Highway Department, and any other regulatory or governmental agency having jurisdiction over the MASTER ASSOCIATION or MASTER ASSOCIATION OBLIGATIONS.

**1.26 UTILITY COMPANIES.** "UTILITY COMPANIES" means and includes, jointly and severally, the following:

- a.) utility companies, including electric, gas, telephone and cable television.

**1.27 MEMBERS.** "MEMBERS" shall mean any MEMBER ASSOCIATION or any person or entity who is a record owner of any real property located within Arbor Pointe, and who does not participate in any MEMBER ASSOCIATION.

**1.28 GAZEBO.** "GAZEBO" shall mean a building constructed which is intended to be a community gathering space. The size and design of the building shall be in accordance with the Arbor Pointe Design Manual.

**ARTICLE 2**  
**OTHER PERMITS**

**2.1 PERMITS.** The MASTER ASSOCIATION shall obtain all necessary approvals, permits and licenses from the CITY, the REGULATORY AGENCIES, and the UTILITY COMPANIES. All costs incurred to obtain said approvals, permits and licenses, and also all fines or penalties levied by any agency due to the failure of the MASTER ASSOCIATION to obtain or comply with conditions of such approvals, permits and licenses, shall be paid by the MASTER ASSOCIATION. The MASTER ASSOCIATION shall defend and hold the CITY harmless from any action initiated by the REGULATORY AGENCIES, the UTILITY COMPANIES and the PRIOR EASEMENT HOLDERS resulting from such failures of the MASTER ASSOCIATION.

**ARTICLE 3**  
**INSPECTION AND PERFORMANCE OF**  
**MASTER ASSOCIATION OBLIGATIONS**

**3.1 INSPECTION.** The PWD or its designated representative, shall periodically inspect the work installed by the MASTER ASSOCIATION, its contractors, subcontractors or agents. After inspection, the CITY shall give FORMAL NOTICE to the MASTER ASSOCIATION of the MASTER ASSOCIATION OBLIGATIONS which do not conform to the STANDARD OF CARE set forth herein.

**3.2 FAITHFUL PERFORMANCE OF MASTER ASSOCIATION OBLIGATIONS.** The MASTER ASSOCIATION shall fully and faithfully comply with all terms of any and all contracts entered into by the MASTER ASSOCIATION for the installation, maintenance and construction of all of the MASTER ASSOCIATION OBLIGATIONS. The MASTER ASSOCIATION shall also fulfill, comply with and perform its MASTER ASSOCIATION OBLIGATIONS. Within ten (10) days after FORMAL NOTICE, the MASTER ASSOCIATION agrees to repair or replace, as directed by the CITY and at the MASTER ASSOCIATION's sole cost and expense, any work or materials relating to MASTER ASSOCIATION OBLIGATIONS that fail to meet the STANDARD OF CARE, or become defective or damaged in the reasonable opinion of the CITY or the PWD or its designated representative.

**ARTICLE 4**  
**RESPONSIBILITY FOR COSTS**

**4.1 MASTER ASSOCIATION OBLIGATION COSTS.** The MASTER ASSOCIATION shall pay for the MASTER ASSOCIATION OBLIGATIONS; that is, all costs of persons doing work or furnishing skills, tools, machinery or materials, or insurance premiums or equipment or supplies and all just claims for the same; and the CITY shall be under no obligation to pay the MASTER ASSOCIATION, contractor, subcontractor, or any other agents any sum whatsoever on account thereof.

**4.2 CITY MISCELLANEOUS EXPENSES.** The MASTER ASSOCIATION shall reimburse the CITY for all reasonable engineering, administrative, legal and other expenses reasonably incurred or to be reasonably incurred by the CITY in connection with the administration and enforcement of this MAINTENANCE AGREEMENT. Provided, however, costs of routine inspections shall be borne by the CITY. The MASTER ASSOCIATION shall pay all bills from the CITY within thirty (30) days after billing. Bills not paid within thirty (30) days shall bear interest at the rate of 8% per year.

**ARTICLE 5**  
**MASTER ASSOCIATION WARRANTIES**

**5.1 MASTER ASSOCIATION WARRANTIES.** "MASTER ASSOCIATION WARRANTIES" means that the MASTER ASSOCIATION hereby warrants and represents the following:

- A. AUTHORITY.** MASTER ASSOCIATION has the right, power, legal capacity and authority to enter into and perform its obligations under this MAINTENANCE AGREEMENT, and no approvals or consents of any persons are necessary in connection with the authority of MASTER ASSOCIATION to enter into and perform its obligations under this MAINTENANCE AGREEMENT.
- B. NO DEFAULT.** MASTER ASSOCIATION is not in default under any lease, contract or agreement to which it is a party or by which it is bound which would affect performance under this MAINTENANCE AGREEMENT. MASTER ASSOCIATION 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 MAINTENANCE AGREEMENT by MASTER ASSOCIATION or prohibit any of the transactions provided for in this MAINTENANCE AGREEMENT.
- C. PRESENT COMPLIANCE WITH LAWS.** MASTER ASSOCIATION has complied with and is not in violation of applicable federal, state or local statutes, laws, and regulations including, without limitation, permits and licenses and any applicable zoning, environmental or other law, or ordinance; and MASTER ASSOCIATION is not aware of any pending or threatened claim of any such violation which relates to the ownership, use or development of the PLAT.
- D. CONTINUING COMPLIANCE WITH LAWS.** MASTER ASSOCIATION will comply with all applicable federal, state and local statutes, laws and regulations including, without limitation, permits and licenses and any applicable zoning, environmental or other law, or

ordinance which relates to the ownership, use or development of the PLAT.

- E. **NO LITIGATION.** There is no suit, action, arbitration or legal, administrative or other proceeding or governmental investigation pending, or threatened against or affecting MASTER ASSOCIATION. MASTER ASSOCIATION is not in default with respect to any order, writ, injunction or decree of any federal, state, local or foreign court, department, agency or instrumentality.
- F. **FULL DISCLOSURE.** None of the representatives and warranties made by MASTER ASSOCIATION or made in any exhibit hereto or memorandum or writing furnished or to be furnished by MASTER ASSOCIATION or on its behalf contains or will contain any untrue statement of material fact or omit any material fact the omission of which would be misleading.
- G. **WARRANTY ON PROPER WORK AND MATERIALS.** The MASTER ASSOCIATION warrants all work required to be performed by it under this MAINTENANCE AGREEMENT against defective material and faulty workmanship for a period of one (1) year after its completion.
- H. **FEE TITLE.** MASTER ASSOCIATION owns fee title to the COMMON AREAS.

## **ARTICLE 6** **CITY WARRANTIES**

**6.1 CITY WARRANTIES.** "CITY WARRANTIES means that the CITY hereby warrants and represents as follows:

- A. **ORGANIZATION AND AUTHORITY.** CITY is a municipal corporation duly incorporated and validly existing in good standing the laws of the State of Minnesota.

CITY has the right, power, legal capacity and authority to enter into and perform its obligations under this MAINTENANCE AGREEMENT.

## **ARTICLE 7** **INDEMNIFICATION OF CITY**

**7.1 INDEMNIFICATION OF CITY.** MASTER ASSOCIATION shall indemnify, defend and hold the CITY, its COUNCIL, agents, employees, attorneys and representatives harmless against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries,

and deficiencies, including interest, penalties and attorneys' fees, that the CITY incurs or suffers, which arise out of, result from or relate to:

- a.) breach by the MASTER ASSOCIATION of the MASTER ASSOCIATION WARRANTIES;
- b.) failure of the MASTER ASSOCIATION to timely perform the MASTER ASSOCIATION OBLIGATIONS according to the STANDARD OF CARE described herein;
- c.) failure by the MASTER ASSOCIATION to properly maintain the MINIMUM LANDSCAPE INVENTORY according to the STANDARD OF CARE as defined herein;
- d.) failure by the MASTER ASSOCIATION to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this MAINTENANCE AGREEMENT.

**7.2 NOTICE.** Within a reasonable period of time after the CITY's receipt of actual notice of any matter giving rise to a right of payment against the CITY pursuant to Article 8, the CITY shall give the FORMAL NOTICE in reasonable detail to the MASTER ASSOCIATION. The MASTER ASSOCIATION shall not be obligated to make any payment to the CITY for any such claim until the passage of thirty (30) days from the date of its receipt of FORMAL NOTICE from the CITY, during which time the MASTER ASSOCIATION shall have the right to cure or remedy the event leading to such claim.

**7.3 DEFENSE OF CLAIM.** With respect to any claims or demands asserted against the CITY by a third party, and provided that the CITY gives FORMAL NOTICE to the MASTER ASSOCIATION, the MASTER ASSOCIATION will, at its sole expense, provide for the defense thereof with counsel of its own selection but approved by the CITY; the MASTER ASSOCIATION will pay all costs and expenses including attorneys' fees incurred in so defending against such claims, provided that the CITY shall at all times also have the right to fully participate in the defense at the MASTER ASSOCIATION's expense. If the MASTER ASSOCIATION fails to defend, the CITY shall have the right, but not the obligation, to undertake the defense of, and to compromise or settle the claim or other matter, for the account of and at the risk of the MASTER ASSOCIATION.

**ARTICLE 8**  
**CITY REMEDIES UPON MASTER ASSOCIATION DEFAULT**

**8.1 CITY REMEDIES.** If a MASTER ASSOCIATION DEFAULT occurs, that is not caused by FORCE MAJEURE, the CITY shall give the MASTER ASSOCIATION FORMAL NOTICE of the MASTER ASSOCIATION DEFAULT and the MASTER ASSOCIATION shall have ten (10) days after FORMAL NOTICE to repair or replace those items which do not meet the STANDARD OF CARE or those items warranted by Article 5. If the MASTER ASSOCIATION, after FORMAL NOTICE to it by the CITY, does not cure the MASTER ASSOCIATION DEFAULT, then the CITY may avail itself of any remedy afforded by law and including any of the following remedies:

- a.) the CITY may specifically enforce this MAINTENANCE AGREEMENT;
- b.) the CITY may suspend any work, improvement or obligation to be performed by the CITY;
- c.) the CITY may deny building and occupancy permits for buildings within the PLAT;

**8.2 NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER.** In the event any agreement contained in this MAINTENANCE AGREEMENT is breached by the MASTER ASSOCIATION and thereafter waived in writing by the CITY, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder. All waivers by the CITY must be in writing.

**8.3 NO REMEDY EXCLUSIVE.** No remedy herein conferred upon or reserved to the CITY shall be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under the MAINTENANCE AGREEMENT or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the CITY to exercise any remedy reserved to it, it shall not be necessary to give notice, other than the FORMAL NOTICE.

**8.4 EMERGENCY.** Notwithstanding the requirement contained in Section 1.22 hereof relating to FORMAL NOTICE to the MASTER ASSOCIATION, in the event of an emergency as reasonably determined by the DIRECTOR OF PWD, the CITY may perform the work to be performed by the MASTER ASSOCIATION without giving any notice or FORMAL NOTICE to the MASTER ASSOCIATION.

## **ARTICLE 9** **MISCELLANEOUS**

**9.1 CITY'S DUTIES.** The terms of this MAINTENANCE AGREEMENT shall not be considered an affirmative duty upon the CITY to complete any MASTER ASSOCIATION OBLIGATIONS.

**9.2 NO THIRD PARTY RECOURSE.** Third parties shall have no recourse against the CITY under this MAINTENANCE AGREEMENT.

**9.3 VALIDITY.** If any portion, section, subsection, sentence, clause, paragraph or phrase of this MAINTENANCE AGREEMENT is for any reason held to be invalid, such decision shall not affect the validity of the remaining portion of this MAINTENANCE AGREEMENT.

**9.4 DISSOLUTION OF MEMBER ASSOCIATION.** In the event the MEMBER ASSOCIATION is dissolved, the MEMBER ASSOCIATION OBLIGATIONS shall be assumed and performed by the MASTER ASSOCIATION.

**9.5 BINDING AGREEMENT.** The parties mutually recognize and agree that all terms and conditions of this MAINTENANCE AGREEMENT shall run with the land herein described, and shall be binding upon the heirs, successors, administrators and assigns of the MASTER ASSOCIATION.

**9.6 CONTRACT ASSIGNMENT.** The MASTER ASSOCIATION may not assign this MAINTENANCE AGREEMENT without the written permission of the COUNCIL. The MASTER ASSOCIATION's obligations hereunder shall continue in full force and effect, even if the MASTER ASSOCIATION disbands, becomes bankrupt, or for any other reason becomes defunct and inoperable.

**9.7 AMENDMENT AND WAIVER.** The parties hereto may by mutual written agreement amend this MAINTENANCE 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 MAINTENANCE AGREEMENT or in any document delivered pursuant hereto which inaccuracies would otherwise constitute a breach of this MAINTENANCE AGREEMENT, waive compliance by another with any of the covenants contained in this MAINTENANCE 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 MAINTENANCE AGREEMENT. Any agreement on the part of any party for any such amendment, extension or waiver must be in writing.

**9.8 GOVERNING LAW.** This MAINTENANCE AGREEMENT shall be governed by and construed in accordance with the laws of the State of Minnesota.

**9.9 COUNTERPARTS.** This MAINTENANCE 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.

**9.10 HEADINGS.** The subject headings of the paragraphs and subparagraphs of this MAINTENANCE AGREEMENT are included for purposes of convenience only, and shall not affect the construction of interpretation of any of its provisions.

**9.11 INCONSISTENCY.** If the obligation imposed hereunder upon the MEMBER ASSOCIATION are inconsistent with this MAINTENANCE AGREEMENT, then that provision or term which imposes a greater and more demanding obligation on the MASTER ASSOCIATION shall prevail.

**9.12 ACCESS.** The MASTER ASSOCIATION hereby grants to the CITY, its agents, employees, officers, and contractors a license to enter the COMMON AREAS and PUBLIC RIGHT-OF-WAY to perform all work and inspections deemed appropriate by the CITY.

**9.13 SUPERSEDING EFFECT.** This MAINTENANCE AGREEMENT supersedes and replaces the following three (3) agreements:

1. Maintenance Agreement between the City of Inver Grove Heights and Arbor Pointe Association, Inc. for Arbor Pointe dated July 1, 1994;
2. First Amended Maintenance Agreement between the City of Inver Grove Heights and Arbor Pointe Association, Inc. for Arbor Pointe dated July 1, 1994; and
3. Second Amended Maintenance Agreement between the City of Inver Grove Heights and Arbor Pointe Association, Inc. for Arbor Pointe dated February 14, 2000 (recorded as Dakota County Document No. 427934 and 1723238).





**EXHIBIT A**

**LEGAL DESCRIPTION OF PLAT OF ARBOR POINTE**

The Plat of Arbor Pointe as on file and of record in the Dakota County Recorder's Office and any other plats which may contain property previously platted as Arbor Pointe and any other property that is hereafter zoned Planned Unit Development in accordance with Inver Grove Heights Ordinance No. 789 (Arbor Pointe PUD Ordinance) as may be amended from time to time.

## EXHIBIT B

### COMMON AREAS

Outlots B and C Orchard Meadows, according to the recorded plat thereof, Dakota County, Minnesota.

Outlots D, E, F, G, and I Orchard Meadows West, according to the recorded plat thereof, Dakota County, Minnesota.

Outlots A, B, and C Birchwood Ponds North, according to the recorded plat thereof, Dakota County, Minnesota.

Outlots D, E, F, and G Birchwood Ponds South, according to the recorded plat thereof, Dakota County, Minnesota.

Outlots D, E, and F Arbor Pointe 1st Addition, according to the recorded plat thereof, Dakota County, Minnesota.

Outlots B, C, and D Arbor Pointe 4th Addition, according to the recorded plat thereof, Dakota County, Minnesota.

Outlots B and C Fairway Village South, according to the recorded plat thereof, Dakota County, Minnesota.

Monument sign, landscaping and irrigation associated with the monument sign located at Cahill Avenue and Brooks Boulevard on Lot 1, Block 1, Fairway Village, according to the recorded plat thereof, Dakota County, Minnesota.

Outlot A, Arbor Pointe 6th Addition, according to the recorded plat thereof, Dakota County, Minnesota.

Outlot A and B, Arbor Pointe 7th Addition, according to the recorded plat thereof, Dakota County, Minnesota.

Outlot B and C, Arbor Pointe 8th Addition, according to the recorded plat thereof, Dakota County, Minnesota.

Outlot B, Arbor Knoll, according to the recorded plat thereof, Dakota County, Minnesota.

Outlots B, D and E, Arbor Gables, according to the recorded plat thereof, Dakota County, Minnesota.

## EXHIBIT C

### PUBLIC RIGHT-OF-WAY

**The east side of Cahill Avenue:** from a point located 465 feet north of the centerline of the Cahill Avenue/College Trail intersection to Concord Boulevard; and from the south side of the Cahill Avenue/Cheney Trail intersection to a point 895 feet south of the centerline of said intersection.

**The west side of Cahill Avenue:** from the south side of the Cahill Avenue/College Trail intersection to a point 150 feet south of the centerline of the Cahill Avenue/Bechtel Avenue intersection.

**The northwest side of Concord Boulevard:** from a point 640 feet southwest of the centerline of the Concord Boulevard/Cooper Path intersection to Cahill Avenue.

**The southeast side of Concord Boulevard:** from the west side of Old Concord Boulevard to a point 120 feet southwest of the centerline of the Concord Boulevard/Coffman Path intersection.

**The north side of Brooks Boulevard:** from Broderick Boulevard to a point 150 feet east of the centerline of Brooks Boulevard/87th Street East; and from a point 150 feet west of the centerline of the Brooks Boulevard/Brewster Avenue intersection to a point 170 feet east of the centerline of the Brooks Boulevard/Bechtel Avenue intersection.

**The south side of Brooks Boulevard:** from Broderick Boulevard to a point 120 feet west of the centerline of the Brooks Boulevard/87th Street East intersection; and from a point 155 feet east of the centerline of the Brooks Boulevard/Beverly Way intersection to Cahill Avenue.

**The northeast side of Broderick Boulevard:** from a point 980 feet northwest of the centerline of the Broderick Boulevard/Brooks Boulevard intersection to a point 765 feet southeast of said intersection centerline.

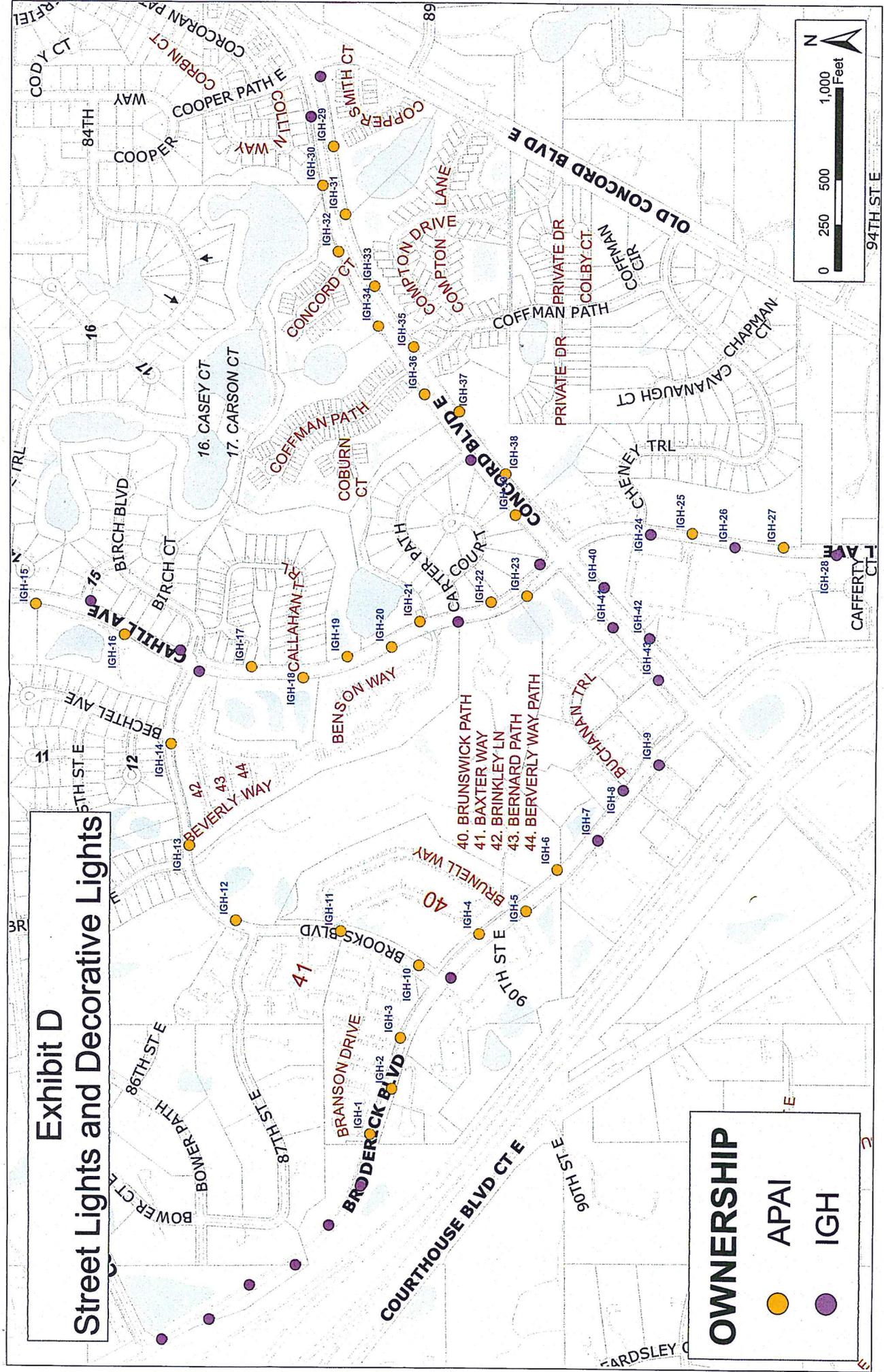
**The southwest side of Broderick Boulevard:** from a point 420 feet northwest of the centerline of the Broderick Boulevard/Brooks Boulevard intersection to a point 865 feet southeast of said intersection centerline.

**EXHIBIT D**

**STREET LIGHTS AND DECORATIVE LIGHTS**

See Attached Diagram

# Exhibit D Street Lights and Decorative Lights



**OWNERSHIP**

- APAI
- IGH

0 250 500 1,000 Feet

N

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

CONSIDER FIRST READING OF AN ORDINANCE AMENDING CITY CODE TITLE 3, CHAPTER 4, SECTIONS 3-4-2-2 and 3-4-2-3 and 10-3-8 ADJUSTING DEVELOPMENT FEES FOR 2012

Meeting Date: October 24, 2011  
Item Type: Regular  
Contact: Jenelle Teppen, Asst. City Admin.  
Prepared by:  
Reviewed by:

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

**PURPOSE/ACTION REQUESTED** The Council is asked to consider the first reading of an ordinance to amend the City Code to adjust the fees and charges associated with development activities. This includes water and sanitary sewer connection fees, and fees associated with planning activities (such as rezoning, variance, conditional use permits, etc.).

**SUMMARY** Minnesota State Statues 462.353 sets forth the requirements with respect to a municipality's authority to prescribe fees associated with planning activities.

While Statute 462 does not speak to building permit fees or water or sanitary sewer connection fees, the City Attorney's advice is to set forth the fees in the Code given the scope of development that is anticipated to take place over the next several years in the northwest area.

The required public hearing has been set for November 14.

Staff proposes changes to the fees that address water and sanitary sewer connection fees, etc. The water and sewer connection fees are proposed to increase between 3.5% and 4.5%. These proposed fees are based on financial projections supplied by Ehlers and Associates.

Staff proposes to change the fees for both the Major Site Plan Approval and the Final Plat for Single Family to \$2,000. The documents required for the development contracts and storm water improvements are becoming more complex to complete.

The proposed changes are reflected on the attached.

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

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

**AN ORDINANCE AMENDING TITLE 3, CHAPTER 4, SECTION 3-4-2-2 AND SECTION 3-4-2-3 AND SECTION 3-4-3 AND TITLE 10, CHAPTER 3, SECTION 10-3-8 B OF THE INVER GROVE HEIGHTS CITY CODE RELATING TO FEES**

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

**Section 1. Amendment No. 1.** Inver Grove Heights City Code Title 3, Chapter 4, Section 3-4-2-2 is hereby amended in its entirety to read as follows:

**3-4-2-2: WATER, SANITARY SEWER AND STORM WATER SYSTEMS CONNECTION FEES:**

**A. Purpose and Intent.** Minn. Stat. § 444.075, subd 3. and IGH City Code Title 8 allows the City to impose just and equitable charges for connection to the City water utility system to pay for the construction, reconstruction, repair, enlargement, improvement, or other obtainment, the maintenance, operation and use of the facilities, and of obtaining and complying with permits required by law.

Minn. Stat. § 444.075, subd. 3. and IGH City Code Title 8 allows the City to impose just and equitable charges for connection to the City sanitary sewer utility system to pay for the construction, reconstruction, repair, enlargement, improvement, or other obtainment, the maintenance, operation and use of the facilities, and of obtaining and complying with permits required by law.

Minn. Stat. § 444.075, subd. 3. and IGH City Code Title 8 allows the City to impose just and equitable charges for connection to the City storm sewer utility system to pay for the construction, reconstruction, repair, enlargement, improvement, or other obtainment, the maintenance, operation and use of the facilities, and of obtaining and complying with permits required by law.

The purpose and intent of this Title 3, Chapter 4, Section 3-4-2-2 is to impose connection fees for the water utility system and the sanitary sewer utility system and the storm water sewer utility system, also known as the storm water system.

**B. Definitions.** For purposes of this Title 3, Chapter 4, Section 3-4-2-2, the following terms shall have the following meanings:

**Northwest Area** means that certain geographic area within the City of Inver Grove Heights defined, established and referred to as the Northwest Area Overlay District pursuant to the City's zoning regulations.

**Net Developable Area** means the number of acres within a property remaining after excluding those portions that are either: a) encumbered by right of way for arterial roads as defined in the Inver Grove Heights Comprehensive Plan; or b) lying below the ordinary high water level of public waters as identified in the Shoreland Overlay District; or c) lying within the boundaries of wetlands delineated according to the Minnesota Wetland Conservation Act; or d) bluffs in Shoreland Overlay Districts abutting public waters; or e) land to be dedicated to the City of Inver Grove Heights for public park/recreation area purposes. Net Developable Area does not include outlots within a plat that are intended to be replatted at a later date into developable lots.

**Gross Acres** means the total acres within a plat, subdivision or parcel. Gross Acres do not include outlots within a plat that are intended to be replatted at a later date into developable lots.

**SAC Unit** means a unit as determined by the Metropolitan Council Environmental Services according to the Metropolitan Council Service Availability Charge Manual.

**C. Connection Fees For Water Utility System For Land Outside of Northwest Area.** The following connection fees for the water utility system are hereby imposed and required to be paid with respect to land outside of the Northwest Area that is within the Metropolitan Urban Service Area (MUSA).

**Fees Payable At Time of Plat**

The following fee must be paid when the property is subdivided or the property is platted or a building permit is obtained or when connection is made to the municipal water system, whichever occurs first. The fee is not payable if the property has been previously specially assessed on an area basis for a trunk water line.

Water Plat Connection Fee	\$1,020 \$1,055 multiplied by a density factor of 3.5 multiplied by Gross Acres
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**Fees Payable At Time of Building Permit**

The following fees must be paid by the landowner when a building permit is obtained or when connection is made to the municipal water system, whichever occurs first.

Water Building Permit Connection Unit Fee	\$690 \$710 per SAC Unit
Water Treatment Plant Fee	\$600 \$620per SAC Unit
Water Core Connection Fee (based on water service size)	
1 inch	\$1,420 \$1,470
1 ½ inch	\$3,190 \$3,300
2 inch	\$5,660 \$5,860
3 inch	\$12,725 \$13,170
4 inch	\$22,635 \$23,425
6 inch (or larger)	\$53,070 \$54,925

**D. Connection Fees For Sanitary Sewer Utility System For Land Outside of Northwest Area.** The following connection fees for the sanitary sewer utility system are hereby imposed and required to be paid with respect to land outside of the Northwest Area that is within the Metropolitan Urban Service Area (MUSA).

**Fees Payable At Time of Plat**

The following fee must be paid when the property is subdivided or the property is platted or a building permit is obtained or connection is made to the municipal sanitary sewer system, whichever occurs first. The fee is not payable if the property has been previously specially assessed on an area basis for a trunk sanitary sewer line.

Sanitary Sewer Plat Connection Fee	\$1,020 \$1,055 multiplied by a density factor of 3.5 multiplied by Gross Acres
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**Fees Payable At Time of Building Permit**

The following fees must be paid by the landowner when a building permit is obtained or when connection is made to the municipal sanitary sewer system, whichever occurs first. The B-Line special connection charge only applies to that area of the City served by the B-Line sanitary system; for properties in the B-Line area, the B-Line special connection charge is payable in addition to the other fees set forth below.

M.C.E.S. SAC Unit Fee	<del>\$2,230</del> \$2,365 per SAC Unit
Sanitary Sewer Building Permit Connection Unit Fee	<del>\$360</del> \$375 per SAC Unit
B-Line Special Connection Charge	<del>\$960</del> \$995 per SAC Unit (applicable only to B-Line Area)
Sewer Core Connection Fee (based on building sewer service size)	
4 inch	<del>\$460</del> \$475
6 inch	<del>\$775</del> \$800
8 inch	<del>\$1,370</del> \$1,415
10 inch	<del>\$2,140</del> \$2,215
12 inch	<del>\$3,085</del> \$3,190

**E. Connection Fees For Water Utility System For Northwest Area.** The following connection fees for the water utility system are hereby imposed and required to be paid with respect to land within the Northwest Area.

**Fees Payable At Time of Plat  
(Northwest Area)**

The following fees must be paid when the property is subdivided or the property is platted or a building permit is obtained or when connection is made to the municipal water system, whichever occurs first. The fee is not payable if the property is being platted as an agricultural planned unit development with no connection to the municipal water system.

Water Plat Connection Fee (Northwest Area)	
In the R-1 and R-2 Zoning Districts	<del>\$875</del> \$910 multiplied by a density factor of 2.0 multiplied by the Net Developable Area
In the R-3A Zoning District	<del>\$875</del> \$910 multiplied by a density factor of 4.0 multiplied by the Net Developable Area
In the R-3B Zoning District	<del>\$875</del> \$910 multiplied by a density factor of 6.5 multiplied by the Net Developable Area
In the R-3C Zoning District	<del>\$875</del> \$910 multiplied by a density factor of 12.0 multiplied by the Net Developable Area
In the B-1 and Office Park Zoning Districts	The fee shall be calculated as follows. First, multiply the Net Developable Area by 0.25 (the minimum Floor Area Ratio – FAR required by the Northwest Area Overlay District). The result is the minimum building area required by the Northwest Area Overlay District. Divide the minimum building area by the density factor of 2,400 square feet to arrive at density units. Then multiply the density units by <del>\$875</del> \$910.
In the B-2, B-3 and B-4 Zoning Districts	The fee shall be calculated as follows. First, multiply the Net

	Developable Area by 0.25 (the minimum Floor Area Ratio – FAR required by the Northwest Area Overlay District). The result is the minimum building area required by the Northwest Area Overlay District. Divide the minimum building area by the density factor of 3,000 square feet to arrive at density units. Then multiply the density units by <del>\$875</del> \$910.
In the I-1 and I-2 and Industrial – Office Park Zoning Districts	The fee shall be calculated as follows. First, multiply the Net Developable Area by 0.25 (the minimum Floor Area Ratio – FAR required by the Northwest Area Overlay District). The result is the minimum building area required by the Northwest Area Overlay District. Divide the minimum building area by the density factor of 7,000 square feet to arrive at density units. Then multiply the density units by <del>\$875</del> \$910.
In the P-Institutional Zoning Districts	The fee shall be calculated as follows. First, multiply the Net Developable Area by 0.25 (the minimum Floor Area Ratio – FAR required by the Northwest Area Overlay District). The result is the minimum building area required by the Northwest Area Overlay District. Divide the minimum building area by the density factor of 2,400 square feet to arrive at density units. Then multiply the density units by <del>\$875</del> \$910.
In the Mixed Use – Residential and in the Mixed Use - Commercial Zoning Districts	The fee shall be calculated with respect to each pro-ratable area component of the mixed use development using the appropriate fee calculations set forth above in relation to the respective land use of the component. The respective fees for each component shall then be added to compute the total fee.

**Fees Payable At Time of Building Permit (Northwest Area)**

The following fees must be paid by the landowner when a building permit is obtained or when connection is made to the municipal water system, whichever occurs first.

Water Building Permit Connection Unit	\$2,420 \$2,530 per SAC Unit
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Fee (Northwest Area)	
Water Treatment Plant Fee (Northwest Area)	\$600 \$620 per SAC Unit
Water Core Connection Fee (based on water service size) (Northwest Area)	
1 inch	\$1,440 \$1,505
1 ½ inch	\$3,235 \$3,380
2 inch	\$5,740 \$6,000
3 inch	\$12,910 \$13,490
4 inch	\$22,965 \$24,000
6 inch (or larger)	\$53,840 \$56,265

**F. Connection Fees For Sanitary Sewer Utility System For Northwest Area.**

The following connection fees for the sanitary sewer utility system are hereby imposed and required to be paid with respect to land within the Northwest Area:

**Fees Payable At Time of Plat (Northwest Area)**

The following fee must be paid when the property is subdivided or the property is platted or a building permit is obtained or when connection is made to the municipal sanitary sewer system, whichever occurs first. The fee is not payable if the property is being platted as an agricultural planned unit development with no connection to the municipal water system.

Sanitary Sewer Plat Connection Fee (Northwest Area)	
In the R-1 and R-2 Zoning Districts	<del>\$1,395</del> \$1,460 multiplied by a density factor of 2.0 multiplied by the Net Developable Area
In the R-3A Zoning District	<del>\$1,395</del> \$1,460 multiplied by a density factor of 4.0 multiplied by the Net Developable Area
In the R-3B Zoning District	<del>\$1,395</del> \$1,460 multiplied by a density factor of 6.5 multiplied by the Net Developable Area
In the R-3C Zoning District	<del>\$1,395</del> \$1,460 multiplied by a density factor of 12.0 multiplied by the Net Developable Area
In the B-1 and Office Park Zoning Districts	The fee shall be calculated as follows. First, multiply the Net Developable Area by 0.25 (the minimum Floor Area Ratio – FAR required by the Northwest Area Overlay District). The result is the minimum building area required by the Northwest Area Overlay District. Divide the minimum building area by the density factor of 2,400 square feet to arrive at density units. Then multiply the density units by <del>\$1,395</del> \$1,460.
In the B-2, B-3 and B-4 Zoning Districts	The fee shall be calculated as follows. First, multiply the Net Developable Area by 0.25 (the minimum Floor Area Ratio – FAR required by the Northwest Area

	Overlay District). The result is the minimum building area required by the Northwest Area Overlay District. Divide the minimum building area by the density factor of 3,000 square feet to arrive at density units. Then multiply the density units by <del>\$1,395</del> \$1,460.
In the I-1 and I-2 and Industrial – Office Park Zoning Districts	The fee shall be calculated as follows. First, multiply the Net Developable Area by 0.25 (the minimum Floor Area Ratio – FAR required by the Northwest Area Overlay District). The result is the minimum building area required by the Northwest Area Overlay District. Divide the minimum building area by the density factor of 7,000 square feet to arrive at density units. Then multiply the density units by <del>\$1,395</del> \$1,460.
In the P-Institutional Zoning Districts	The fee shall be calculated as follows. First, multiply the Net Developable Area by 0.25 (the minimum Floor Area Ratio – FAR required by the Northwest Area Overlay District). The result is the minimum building area required by the Northwest Area Overlay District. Divide the minimum building area by the density factor of 2,400 square feet to arrive at density units. Then multiply the density units by <del>\$1,395</del> \$1,460.
In the Mixed Use – Residential and in the Mixed Use - Commercial Zoning Districts	The fee shall be calculated with respect to each pro-ratable area component of the mixed use development using the appropriate fee calculations set forth above in relation to the respective land use of the component. The respective fees for each component shall then be added to compute the total fee.

**Fees Paid At Time of Building Permit  
(Northwest Area)**

The following fees must be paid by the landowner when a building permit is obtained or when connection is made to the municipal sanitary sewer system, whichever occurs first.

M.C.E.S. SAC Unit Fee (Northwest Area)	<del>\$2,230</del> \$2,365 per SAC Unit
Sanitary Sewer Building Permit Connection Unit Fee (Northwest Area)	<del>\$3,860</del> \$4,030 per SAC Unit
Sewer Core Connection Fee (based on building sewer service size)	

4 inch	\$470 \$490
6 inch	\$790 \$825
8 inch	\$1,395 \$1,460
10 inch	\$2,185 \$2,285
12 inch	\$3,140 \$3,280

**G. Connection Fees For Storm Water Sewer Utility System For Northwest Area.** The following connection fees for the storm water sewer utility system also known as the storm water system are hereby imposed and required to be paid with respect to land within the Northwest Area:

**Fees Payable At Time of Plat (Northwest Area)**

The following fees must be paid by the landowner when the property is subdivided or the property is platted or a building permit is obtained, whichever occurs first.

The fees are not payable for outlots if the property is being platted as an agricultural planned unit development.

Storm Water Plat Connection Fee (Northwest Area)	
In the R-1 and R-2 and R-3A Zoning Districts	<del>\$9,390</del> \$9,860 per acre multiplied by the Net Developable Area
In the R-3B and R-3C Zoning Districts	<del>\$9,610</del> \$10,090 per acre multiplied by the Net Developable Area
In the B-1 and Office Park Zoning Districts	<del>\$10,785</del> \$11,325 per acre multiplied by the Net Developable Area
In the B-2, B-3 and B-4 Zoning Districts	<del>\$10,490</del> \$11,015 per acre multiplied by the Net Developable Area
In the I-1, I-2 and I-Office Park Zoning Districts	<del>\$10,200</del> \$10,710 per acre multiplied by the Net Developable Area
In the P-Institutional Zoning District	<del>\$9,610</del> \$10,090 per acre multiplied by the Net Developable Area
In the Mixed Use - Residential Zoning District	<del>\$9,610</del> \$10,090 per acre multiplied by the Net Developable Area
In the Mixed Use - Commercial Zoning District	<del>\$10,200</del> \$10,710 per acre multiplied by the Net Developable Area

**H. Outlots.** With respect to calculating the fees payable at the time of platting, the acreage within the outlots that are intended to be replatted into buildable lots at a later date shall not be included within the calculations. When the acreage within the outlots are subsequently replatted into buildable lots, the fees for such acreage shall then be paid at the time of the replat.

**Section 2. Amendment No. 2.** Inver Grove Heights City Code Title 3, Chapter 4, Section 3-4-2-3 is hereby amended in its entirety to read as follows:

**3-4-2-3: SANITARY SEWER AND WATER TRUNK AREA ASSESSMENTS:** With respect to special assessments under Chapter 429 of the Minnesota Statutes, the assessments

rolls for sanitary sewer and water trunk lines shall initially be calculated using the following per acre assessment amounts for trunk line area benefit.

~~\$3,560~~ \$3,695 per acre for water trunk line area benefit

~~\$3,560~~ \$3,695 per acre for sanitary sewer trunk line area benefit

The Council may adjust the assessment roll and special assessments after public hearing pursuant to Minn. Stat. § 429.061 and the Council shall determine the final assessment roll and special assessments by resolution.

**Section 3. Amendment No. 4.** Inver Grove Heights City Code Title 3, Chapter 4, Section 10-3-8 is hereby amended to read as follows:

- B. Fee Amounts and Escrow Deposit: The city may require that applicants deposit in escrow with the city, together with the application filing fees, the sums required by the city toward prepayment of the attorney, planning and engineering costs. The prepayment amounts shall be a credit toward the fees for the attorney, planning and engineering and other professional consultant fees to be reimbursed by the applicant. All such fees, if not paid by the escrow, shall be paid by the applicant within sixty (60) days of final action on the matter by the city council. If such fees are less than the escrowed amount, such escrow will be returned to the applicant within sixty (60) days of the final action on the matter by the city council. The following escrow amounts shall be deposited, together with land use approval applications: (Ord. 1098, 11-8-2004)

TYPE OF LAND USE APPROVAL	BASE FEE	GIS FEE	ESCROW
Conditional Use Permit, single family residential	\$250		\$0
Conditional Use Permit, other	\$500		\$1,250
Conditional Use Permit, other – amendment	\$150		\$500
Comprehensive Plan Amendment	\$500	\$50	\$2,500
Comprehensive Plan Amendment - minor	\$200		\$250
Zoning Code Amendment	\$500		\$500
Zoning Code Amendment – minor	\$100		\$250
Rezoning	\$500	\$50	\$0
Variance - Residential	\$200		\$0
Variance - Commercial	\$200		
Planned Unit Development	\$1,000 + plat fees		\$5,000
Planned Unit Development Amendment	\$250		\$1,000
Determination of Substantially Similar Use	\$200		\$200
Major Site Plan Review	\$500		\$1,500 \$2,000
Preliminary Plat	\$250/+ \$5 per lot		\$3,000
Final Plat – single family	\$350	\$25/lot	\$500 \$2,000
Final Plat - other	\$200	\$100/acre	\$3,000
Waiver of Plat	\$300	\$25	
Administrative Subdivision	\$100	\$25/lot	
Street Easement Vacation	\$150	\$50	
Street Dedication	\$150	\$50	
Wetland Conservation Act Certification	\$75		
Wetland Replacement Plan	\$200	\$100/acre	\$2,500
Northwest Area Sketch Plan Review			\$1,000
Northwest Area Environmental Studies Fee	\$80/gross acre		
Abstract Fee	\$46		

(Ord. 1180, 12-10-2007)

**Section 4. Effective Date.** This Ordinance shall be in full force and effect from and after its passage and publication according to law.

Passed this 28<sup>th</sup> day of November, 2011.

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George Tourville, Mayor

ATTEST:

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Melissa Rheume, Deputy City Clerk

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

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

Meeting Date: October 24, 2011  
 Item Type: Regular  
 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 – Project Budget

**PURPOSE/ACTION REQUESTED** Consider the attached Change Order No. 29 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 some Change Orders have already been approved – either by the Council or by staff if the amounts fall under \$15,000.

PR 140b – Metal panel adjustments. Metal panel installation not included in PR 140 (north clerestory) original pricing. \$852

PR 174R Motorized Window Shade Modifications. Adjustments to the window shades in the Council Chambers based on field clearances, configuration and power connections. \$2,995 and two days.

PR 189 Recondition existing lower level VAV actuators. Field condition/deferred maintenance. Reconditioning of existing VAV box actuators so that they operated properly and can interface with the new mechanical system. \$2,376

PR 190 Modifications to avoid revisions to existing lower level fire sprinklers. Concealed field condition: Building Code requires either a fire separation or revisions to the existing sprinkler system at lower level storage areas. Provide gypsum board ceiling in existing Janitor Closet 1209 to complete one-hour rated separation between basement storage area and lower level city hall spaces. It was a less expensive solution than modifying the existing sprinkler system. \$1,689 and three days.

PR 192 Base trim at column. Provide base trim at column where carpet was extended due to field conditions. \$1,088 and two days.

PR 193 Elevator Revisions. Revisions to existing elevator required by State Elevator Inspector. \$637 and three days.

PR 194R Breakroom microwave power and ducting. Additional power and ductwork connections for breakroom microwave/hood exhausts. Required, but not fully addressed in bid documents. \$6,252 and eight days.

GCPR 54 Repair basement plumbing fixtures. Repairs required at existing lower level toilets that were leaking. Work was not in the original project scope. \$1,061

CO 27 Change Order 27 is voided. A project closeout agreement was reached with the parties. \$112,000

Project Closeout Agreement. Provide fines removal, re-grading and replanting of bioretention basin D in the Spring of 2012, waive phase one liquidated damages charges. (\$30,000)

The Contract amount is reflected to increase \$98,950.00 for a revised contract total of \$12,037,127.10.

Change Orders are financed from the project contingency which started at \$613,601 and is now at \$21,663.90 with the above change/amount.