

INVER GROVE HEIGHTS CITY COUNCIL AGENDA
MONDAY, JANUARY 28, 2013
8150 BARBARA AVENUE
7:00 P.M.

1. CALL TO ORDER

2. ROLL CALL

3. PRESENTATIONS

- A. SSP Relay 4 Life
- B. Future of Our Parks – Parks & Recreation System Plan

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. i) Minutes – January 14, 2013 Council Study Session _____
- ii) Minutes – January 14, 2013 Regular Council Meeting _____
- B. Resolution Approving Disbursements for Period Ending January 23, 2013 _____
- C. Final Compensating Change Order No. 2, Final Pay Voucher No. 3, Engineer’s Final Report, and Resolution Accepting Work for City Project No. 2010–09H – South Grove Sod Repair Project _____
- D. Approve Purchase of GPS Surveying _____
- E. Approve the 2013 Seasonal/Temporary Compensation Plan _____
- F. Approve 2012 Pay Equity Report _____
- G. 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;** Consider Establishing a Special Minor Watershed Management Tax District Designated as the Orchard Trail Watershed District _____
- B. **CITY OF INVER GROVE HEIGHTS;** Resolution Ordering City Project No. 2011–15, Orchard Trail Storm Water Improvements as a Water Management Facility Pursuant to Minnesota Statutes Section 103B.245 _____
- C. **CITY OF INVER GROVE HEIGHTS;** Resolution Ordering the Project, Authorizing and Approving Plans and Specifications for the 2012 Capital Improvement Program, City Project No. 2011–15 Orchard Trail Storm Water Improvements _____

7. REGULAR AGENDA:

COMMUNITY DEVELOPMENT:

A. CAROL FETZER; Consider a Variance to Allow Construction of a Porch Addition 7 Feet From the Property Line Whereas 10 Feet is Required for property located at 2612 Borden Way _____

B. EVAN MOLDE; Consider a Resolution and Related Improvement Documents for a Conditional Use Permit to Exceed the Impervious Surface Requirements in the Shoreland Overlay District for a Parking Lot Addition. This request is for the property located at 6240 Carmen Avenue _____

C. HALLBLADE TRAILER SALES; Consider a Resolution Relating to an Appeal of a Staff Interpretation of the Zoning Ordinance Pertaining to Allowing an Outdoor Retail Sales Lot on Property Located South of Tractor Supply. _____

8. MAYOR & COUNCIL COMMENTS

9. EXECUTIVE SESSION

A. Discuss Collective Bargaining

10. ADJOURN

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

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Future of Our Parks – Park & Recreation System Plan

Meeting Date: January 28, 2013
 Item Type: Presentations
 Contact: Eric Carlson – 651.450.2587
 Prepared by: Eric Carlson
 Reviewed by: Mark Borgwardt
 Tracy Petersen
 Bethany Adams

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 and Community will be provided an update regarding the Future of Our Parks – Parks & Recreation System Plan in an effort to keep the Council and Community engaged in the process and knowledgeable about opportunities to provide input and ideas about what the future of our parks will be. The review of the system does not include Inver Wood or the VMCC/Grove.

SUMMARY

In August 2012 the Council hired HKGI to help lead the process to update our Park and Recreation System Plan.

- The Park and Recreation Commission review a draft needs assessment at their January 9, 2013 meeting. More work is needed by the Commission before a vision recommendation can be created by the Commission
- The Park Champion’s group met for the first time on Wednesday, January 23, 2013. The group of approximately 15 residents is committed to help the Commission and Council develop a sustainable park and recreation system plan for the citizens of Inver Grove Heights

Please visit the City’s website at www.invergroveheights.org and navigate to the Parks and Recreation page for more information.

Some key points about our park and recreation system include:

- Residents really value the trail system and would like to see gaps in the system filled in with connecting trails
- When compared to national standards and local cities of our size the Inver Grove Heights park facilities compare similarly in number of acres and number and variety of amenities with not significant deficiencies or excess

**INVER GROVE HEIGHTS CITY COUNCIL STUDY SESSION
MONDAY, JANUARY 14, 2013 – 8150 BARBARA AVENUE**

1. CALL TO ORDER The City Council of Inver Grove Heights met in study session on Monday, January 14, 2013, in the City Hall Lower Level Training Room. Mayor Tourville called the meeting to order at 5:50 p.m. Present were Council members Bartholomew, Madden, Mueller and Piekarski Krech; City Administrator Lynch, Assistant City Administrator Teppen, City Attorney Kuntz, Parks & Recreation Director Carlson, Community Development Director Link, Public Works Director Thureen, Finance Director Smith, Police Chief Stanger, Fire Chief Thill, and Deputy Clerk Kennedy.

2. WILDLIFE FEEDING

Ms. Teppen explained in late 2012 Councilmember Madden requested, in response to resident complaints, that the Council consider an ordinance that would regulate the feeding of deer. She noted at this time the focus of the proposed ordinance would be to regulate only the feeding of deer, no other wildlife. The DNR previously advised the City that problems are generally caused by human development moving toward natural habitat, overpopulation of animals, and excessive feeding. The DNR's opinion was that controls on the feeding of animals and wildlife are necessary to protect property and the health of animals. The DNR was also concerned that overfeeding may encourage large numbers of animals to congregate in feeding areas. This could make it easier for diseases to be passed among animals. Large groups of animals can also increase property damage to landscaping and gardens, and increase traffic accidents involving wildlife. The byproducts of feeding can also become a nuisance by attracting rodents and other vermin. Ms. Teppen reviewed the proposed ordinance language, citing examples from regulations adopted by surrounding communities.

The Council discussed when to hold the first reading of the ordinance.

Councilmember Piekarski Krech stated she would like to see a concerted effort to inform residents of the proposed ordinance and provide an opportunity for input before they hold the first reading.

Councilmember Madden stated he would like to see the first reading held as soon as possible.

Mayor Tourville suggested sending press releases to the South West Review, Pioneer Press, and Star Tribune and posting information on the City's website.

Ms. Teppen suggested having the first reading in February.

Dian Piekarski stated education regarding the issue was very important and informing residents of the process and the problems that have been experienced would go a long way.

3. DISCUSS DOG PARK ISSUE

Mr. Carlson provided an update regarding the potential location of a dog park within the City's Park System. He stated in November, 2012 the Council asked the Parks and Recreation Advisory Commission to review the issue. In December, 2012 PRAC reviewed the dog park concept and confirmed the Mn/DOT property north of Lions Park as the desired future location of a dog park. He explained the City is currently working with Mn/DOT to acquire the property and would likely spend 2013 performing environmental investigations. He noted it would be 2-3 years before the City could consider a site plan for a dog park at the site. The criteria for consideration of a dog park included an area approximately 5-20 acres in size, adequate parking, gently rolling terrain with open and wooded areas, room for trail loop within dog park area and property that can be easily fenced.

Mr. Lynch stated the intent would be to perform a simultaneous environmental study on McGroarty Park.

Councilmember Mueller questioned why the City would perform an environmental study separate from the study being conducted by Mn/DOT.

Mr. Link explained Mn/DOT was examining the property in its current state. The City's purposes were to consider potential development on the site.

Mr. Lynch explained the plan would be to ask potential developers for park dedication funds. He noted the land would not be acquired solely for a dog park, the City had other potential interests in acquiring the property.

Councilmember Madden stated a lot of residents want a dog park in the City.

Councilmember Bartholomew stated parking in the area was already limited and questioned if there were plans to construct a parking lot in conjunction with the dog park.

Mr. Carlson indicated the intent would be to build a lot of sufficient size to serve both visitors of the dog park and McGroarty park with an entrance off of Blaine Ave.

Councilmember Mueller stated he would like to see property on the southern end of the City considered. He expressed concerns that the proposed property could build out in the next couple of years and potential development opportunities could be compromised. He opined the ongoing costs need to be considered.

Councilmember Madden stated changes could always be made if development comes sooner than expected. He agreed that the costs needed to be considered as part of the decision. He stated the issue needed to be looked at and moved forward so a decision could be made because it is an amenity that residents have requested.

Councilmember Piekarski Krech confirmed that nothing would be done until the land was sold.

Dian Piekarski commented that ongoing expenses should be a concern and residents need to understand that these types of amenities are not free. She stated the decision was a value judgment.

Mayor Tourville stated the process needed to start somewhere and more discussions would be had going forward.

Mr. Carlson stated one of the next steps would be to gather neighborhood input and at this point the material presented was for informational purposes only.

4. SOCIAL MEDIA POLICY

Ms. Teppen explained staff drafted a social media policy and presented it to the Council in late 2012. The consensus at that time was that the new Council should have the opportunity for input. The policy focuses on the City's efforts with respect to social media outlets and is not meant to regulate how employees make use of social media in their personal time.

Councilmember Bartholomew questioned who was responsible for monitoring the social media accounts and how much time it would take for someone to be notified if questionable material was posted. He stated he supported the City's use of social media and felt it was important to be cautious.

Ms. Teppen stated she was responsible for monitoring the City's accounts and received email notifications when new comments are posted. She explained the City's use of social media was discussed extensively internally and feedback from surrounding communities was generally positive in nature.

5. DARVAN ACRES

Vance Grannis Jr. provided a brief history of Darvan Acres and his overall vision for the property. He explained his main goals have always been to preserve the land in its natural condition. He asked that the Council support Dakota County's efforts to seek funding from the legislature for a conservation easement on the property. The conservation easement would protect the wildlife habitat and surrounding Marcott Lakes. He noted this would be a step towards making his vision of establishing an outdoor skills and environmental education center a reality.

The meeting was adjourned at 6:40 p.m.

**INVER GROVE HEIGHTS CITY COUNCIL MEETING
MONDAY, JANUARY 14, 2013 - 8150 BARBARA AVENUE**

CALL TO ORDER/ROLL CALL The City Council of Inver Grove Heights met in regular session on Monday, January 14, 2013, in the City Council Chambers. Mayor Tourville called the meeting to order at 7:00 p.m. Present were Council members Bartholomew, Madden, Mueller, and Piekarski Krech; City Administrator Lynch, Assistant City Administrator Teppen, City Attorney Kuntz, Parks & Recreation Director Carlson, Community Development Director Link, Public Works Director Thureen, Finance Director Smith, Police Chief Stanger, Fire Chief Thill and Deputy Clerk Kennedy

3. PRESENTATIONS:

A. Oath of Office for Newly Elected Officials

Judge Thomas Pugh administered the Oath of Office to Tom Bartholomew, Jim Mueller, and George Tourville.

B. NEA Read Across America Proclamation

Mayor Tourville read the proclamation establishing March 1st as "NEA Read Across America Day" honoring the 109th birthday of Dr. Seuss.

Motion by Mueller, second by Bartholomew, to adopt the NEA Read Across America Proclamation

Ayes: 5

Nays: 0 Motion carried.

C. Introduction of Police and Fire Members

Chief Stanger introduced the three (3) police officers recently appointed to the department.

Miguel Guadalajara officially started with the Inver Grove Heights Police Department on October 26, 2012. He graduated from Inver Hills Community College with a degree in Law Enforcement and completed his skills training through the law enforcement program at Hennepin Technical College. He previously served as a police reserve officer in Inver Grove Heights.

Brandon Kelting graduated from Minneapolis Community College with a degree in Law Enforcement and completed his skills training through the law enforcement program at Hennepin Technical College. He has previous experience as a loss prevention associate and as a security officer. His official start date with the Inver Grove Heights Police Department was November 7, 2012.

Nicole Wilson graduated from Normandale Community College with an Associate of Arts degree and from Hamline University with a Bachelor of Arts degree in Criminal Justice and Forensic Science. She received her law enforcement skills certificate through the Center for Criminal Justice and Law Enforcement and previously worked for the Hennepin County Medical Examiner's Office. Her official start date with the department was December 13, 2012.

Fire Chief Thill introduced the newest members of the Inver Grove Heights Fire Department.

Brian Costello works in the airline industry and will respond out of Fire Station #1.

James Karowski works in the towing industry and will respond out of Fire Station #3.

Nathan Skoglund works in the moving industry and was a previous member of the City's Fire Explorers program. He will respond out of Fire Station #1.

Josh Faulkner works in the solid waste business and will respond out of Fire Station #1.

The Council welcomed the new officers in both departments to the City and thanked them for their service.

4. CONSENT AGENDA:

Mayor Tourville removed Items 4A (i), 4A (ii), and 4A (iii) from the Consent Agenda.

Citizen Dian Piekarski requested that Item 4H be removed from the Consent Agenda.

Councilmember Piekarski Krech removed Item 4P from the Consent Agenda.

B. Resolution No. 13-01 Approving Disbursements for Period Ending January 9, 2013

C. Final Compensating Change Order No. 4, Final Pay Voucher No. 10, Engineer’s Final Report, and Resolution No. 13-02 Accepting Work for City Project No. 2011-09D – South Grove Urban Street Reconstruction, Area 6

D. Final Compensating Change Order No. 1, Final Pay Voucher No. 2, Engineer’s Final Report and Resolution No. 13-03 Accepting Work of Gartzke Construction, Inc. for City Project No. 2012-09D – Urban Street Reconstruction, 65th St. Neighborhood and Cahill Court – for Borden Way Backyard Storm Sewer Improvements

E. Resolution No. 13-04 Amending Table Setting Forth License Fees, Administrative Service Fees, and Permit Fees

F. Approve Various ADA Policies

G. Resolution No. 13-05 Authorizing Mutual Aid Agreement for Emergency Management with Dakota County

I. Approve Social Media Policy

J. Resolution No. 13-06 Supporting Dakota County’s Request for Funding a Conservation Easement for Marcott Lakes Area

K. Resolution No. 13-07 Approving Consent Letters Modifying the Water Tower Site Lease Agreement with Sprint Spectrum, L.P.

L. Schedule Public Hearing – Temporary On Sale Liquor License (Church of St. Patrick)

M. Confirm Appointment to Convention and Visitors Bureau

N. Appoint Applicants to Airport Relations Commission

O. Accept Donation to Inver Grove Heights Police Department from Drive Right 365

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

Ayes: 5

Nays: 0 Motion carried.

- A. ii) Minutes – December 10, 2012 Council Study Session
- iii) Minutes – December 10, 2012 Regular Council Meeting
- iv) Minutes – December 17, 2012 Special Council Meeting

Mayor Tourville noted Council members Bartholomew and Mueller would abstain from the vote.

Motion by Madden, second by Piekarski Krech, to approve the minutes of the December 10, 2012 Council Study Session, December 10, 2012 Regular Council Meeting, and the December 17, 2012 Special Council Meeting.

Ayes: 3

Nays: 0

Abstain: 2 (Bartholomew, Mueller) Motion carried.

H. Approve 2013 Legislative Agenda

Dian Piekarski, 7609 Babcock Trail, questioned what the City is asking the legislature to do in terms of the initiative regarding property maintenance code enforcement.

Ms. Teppen explained the property maintenance code legislative initiative is to allow the city to administer administrative fines. She stated right now the City is not able to perform that function and all fines and citations go through Dakota County. She noted the initiative is supported by a number of cities around the metro area.

Councilmember Madden stated he thought the legislative agenda was great, but took exception to the initiative regarding automated citation technology. He explained he would not be in favor of implementing the technology in the City and opined it was an underhanded tactic.

Ms. Piekarski clarified that the automated citation technology was separate from the property maintenance code enforcement initiative.

Mayor Tourville responded in the affirmative. He stated legislation is needed because current law does not allow many cities to issue administrative citations.

Motion by Piekarski Krech, second by Bartholomew, to approve the 2013 Legislative Agenda**Ayes: 5****Nays: 0 Motion carried.****P. Personnel Actions**

Councilmember Piekarski Krech stated some issues have been brought to her attention and she needed to be able to vote separately on the item. She stated she is not comfortable voting without knowing the ramifications of one of the actions included in the item.

Mr. Lynch clarified there were four (4) action items included in the personnel actions and stated he Councilmember Piekarski Krech's concerns were specifically related to the last action item regarding the termination of a full time employee.

Mayor Tourville suggested that additional information be provided to all members of the Council and that the item be considered without the termination request.

Mr. Lynch indicated he would provide a separate memorandum to the Council as part of their weekly update.

Motion by Piekarski Krech, second by Madden, to approve personnel actions with the exception of the termination request.**Ayes: 5****Nays: 0 Motion carried.****5. PUBLIC COMMENT:**

Allan Thompson, 9660 Alaureate Trail Court, stated he had questions regarding the storm water utility fee. He stated the fee is the same as a tax. He explained he and his neighbors have their own well and septic systems and maintain them at their own expense. He stated they are not connected to any City rain water infrastructure that dumps into the Mississippi River. He opined that the City was not proactive in providing information to residents regarding the storm water utility and felt that the implementation process was not transparent. He stated he is not getting any City services and yet he is being taxed. He provided a list of questions for response. He encouraged the Council to work with the residents and keep them informed.

Mayor Tourville stated Mr. Thureen would provide a written response to his questions.

Dian Piekarski, 7609 Babcock Trail, requested that all EDA meetings be televised. She stated citizens are not always aware of what is going on and it would be helpful if the meetings were televised. She opined that the City had a responsibility to articulate and justify the need and goals of the EDA and to identify an

ongoing or limited funding source.

Jim Brown, 1186 90th St. E., discussed the storm water utility. He questioned if the City was really looking out for the taxpayers. He stated anything the City does has to be engineered, planned, developed, and approved by a number of different agencies in addition to the Council. He explained his assumption was that anything to do with storm water had to be planned and engineered into the future and those costs were already factored into his taxes. He stated his second issue was related to the different rate structures for different parts of the City. He opined that a more equitable approach would have been to charge property owners an equal amount per square foot. He commented that many property owners do not have access to City utilities and there seemed to be a disparity with regards to how the storm water utility was handled and he did not think the fee was necessary.

Margaret Sullivan, 1254 90th St. E., questioned why the dates between 1995 and 2005 were chosen for the actual rainfall percentage.

Mr. Thureen explained in the process of getting ready for the study that was referenced that was the most recent data available.

Ms. Sullivan questioned what the other outside agencies were that the City referenced in the materials regarding the storm water utility fee.

Mr. Thureen stated the City has a federal storm water permit that comes from the EPA but is administered at the State level by the MPCA. He noted the Clean Water Act was the basis for it and was a part of federal law. He stated in the metropolitan area the City is required to have a water resource management plan which stems from the Metropolitan Surface Floor to Management Act.

Ms. Sullivan questioned if there was an application for appeal on the website.

Mr. Thureen stated there was not and they would be changing that. He explained because of the time of year and the information that is needed for the application, it is much easier for City staff to perform the calculation of the area of the hard surface on the property for residents. He noted the information on the website would be updated.

Ms. Sullivan questioned how much the fee will increase going forward.

Mayor Tourville stated it is a rhetorical question because they cannot predict what the taxes or fees will be in the City from year to year. He noted most cities in Dakota County have implemented a storm water utility fee. He explained there are things the City has to do to the system for the overall good of the entire community. He stated the fee was implemented to offset some of the costs that were previously a part of general fund taxes. He suggested that residents go to the website for more information and continue to call staff with their questions.

6. PUBLIC HEARINGS: None.

7. REGULAR AGENDA:

COMMUNITY DEVELOPMENT:

A. GERTENS GREENHOUSES; Consider Resolution relating to a Wetland Replacement Plan to Mitigate a Total of 25,000 Square Feet of Wetland with the Purchase of Wetland Bank Credits for property located on the East Side of Blaine Avenue at 5500 Blaine.

Mr. Link reviewed the location of the property. He stated the item relates to a wetland replacement plan. He explained in 2011 the City approved a large greenhouse expansion on the south part of the Gerten's property. Some of the rain water from the greenhouse goes to the east/northeast wetland. As per the Wetland Conservation Act, that storm water is considered to have an impact on the wetland and the Act requires that the impact be mitigated. The applicant proposed to purchase wetlands from a county wide wetland bank to replace the impacted wetlands. The technical evaluation plan established by the Wetland

Conservation Act reviewed the technical aspects of the request and found the mitigation proposed to be acceptable. He noted the mitigation plan was also approved by the Board of Water and Soil Resources, and recommended for approval by the City’s Environmental Commission.

Motion by Madden, second by Piekarski Krech, to adopt Resolution No. 13-08 Approving a Wetland Replacement Plan Application for the Impact of Wetlands

Ayes: 5

Nays: 0 Motion carried.

ADMINISTRATION:

B. CITY OF INVER GROVE HEIGHTS; Consider Council Appointments for 2013:

i) Official Newspaper

Motion by Madden, second by Piekarski Krech, to designate the South West Review as the Official City Newspaper

Ayes: 5

Nays: 0 Motion carried.

ii) Official Depositories

Motion by Madden, second by Piekarski Krech to designate Bremer Bank, N.A.; RBC Capital Markets LLC; Wells Fargo Securities LLC; Morgan Stanley Smith Barney LLC; and Stifel Nicolaus & Co., Inc. as Official Depositories

Ayes: 5

Nays: 0 Motion carried.

iii) Acting Mayor

Motion by Mueller, second by Madden, to rotate service as Acting Mayor beginning with the most senior Council member in terms of years of service

Ayes: 5

Nays: 0 Motion carried.

iv) Council Delegate to Association of Metropolitan Municipalities

Motion by Mueller, second by Madden, to appoint Mayor Tourville as Council Delegate and Councilmember Bartholomew as Alternate Delegate to the Association of Metropolitan Municipalities

Ayes: 5

Nays: 0 Motion carried.

v) Northern Dakota County Cable Communications Commission Representatives

Motion by Piekarski Krech, second by Mueller, to appoint Mayor Tourville and Richard Jackson as Northern Dakota County Cable Communications Commission Representatives

Ayes: 5

Nays: 0 Motion carried.

vi) Dakota Communications Center Board of Directors Representatives

Motion by Mueller, second by Bartholomew, to appoint Mayor Tourville as Representative and Councilmember Madden as Alternate Representative to the Dakota Communications Center Board

Ayes: 5

Nays: 0 Motion carried.

vii) Deputy Weed Inspector

Mayor Tourville appointed the Park Maintenance Superintendent to the position of Deputy Weed Inspector.

8. MAYOR & COUNCIL COMMENTS:

Mayor Tourville announced that several of the Citizen Advisory Commissions currently had vacancies and applications were available on the website.

Motion by Piekarski Krech, second by Madden to recess at 8:00 p.m.

Motion by Piekarski Krech, second by Madden, to reconvene at 8:10 p.m.

9. EXECUTIVE SESSION:

A. Discuss Whistle Tree Woods Litigation

10. ADJOURN: Motion by Madden, second by Mueller, to adjourn. The meeting was adjourned by a unanimous vote at 9:15 p.m.

DRAFT

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: January 28, 2013
 Item Type: Consent
 Contact: Bill Schroepfer 651-450-2516
 Prepared by: Bill Schroepfer, Accountant
 Reviewed by: N/A

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Approve the attached resolution approving disbursements for the period of January 10, 2013 to January 23, 2013.

SUMMARY

Shown below is a listing of the disbursements for the various funds for the period ending January 23, 2013. The detail of these disbursements is attached to this memo.

General & Special Revenue	\$681,510.51
Debt Service & Capital Projects	80,109.55
Enterprise & Internal Service	227,806.47
Escrows	40,231.97
	<hr/>
Grand Total for All Funds	<u><u>\$1,029,658.50</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 January 10, 2013 to January 23, 2013 and the listing of disbursements requested for approval.

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

**RESOLUTION APPROVING DISBURSEMENTS FOR THE
PERIOD ENDING January 23, 2013**

WHEREAS, a list of disbursements for the period ending January 23, 2013 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	\$681,510.51
Debt Service & Capital Projects	80,109.55
Enterprise & Internal Service	227,806.47
Escrows	40,231.97
 Grand Total for All Funds	 <u><u>\$1,029,658.50</u></u>

Adopted by the City Council of Inver Grove Heights this 28th day of January, 2013.

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Melissa Kennedy, Deputy City Clerk



City of Inver Grove Heights

Expense Approval Report

By Fund

Payment Dates 1/10/2013 - 1/23/2013

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ACE PAINT & HARDWARE	514387/5	01/16/2013	1/7/13	101.43.5200.443.60016	21.36
AFSCME COUNCIL 5	INV0016701	01/11/2013	UNION DUES (AFSCME FAIR SHARE)	101.203.2031000	28.48
AFSCME COUNCIL 5	INV0016702	01/11/2013	UNION DUES (AFSCME FULL SHARE)	101.203.2031000	692.65
AFSCME COUNCIL 5	INV0016703	01/11/2013	UNION DUES (AFSCME FULL SHARE-PT)	101.203.2031000	74.25
AMERICAN PUBLIC WORKS ASSOCIATION	2013 MEMBERSHIP ID 1118	01/23/2013	ID 11180 2013 MEMBERSHIP	101.43.5000.441.50070	887.50
ARAMARK UNIFORM SERVICES	629-7660139	01/16/2013	792069636	101.43.5200.443.60045	24.08
ARAMARK UNIFORM SERVICES	629-7660139	01/16/2013	792069636	101.44.6000.451.60045	28.59
ARAMARK UNIFORM SERVICES	629-7664908	01/23/2013	792069636	101.43.5200.443.60045	41.03
ARAMARK UNIFORM SERVICES	629-7664908	01/23/2013	792069636	101.44.6000.451.60045	28.59
ARROW MOWER, INC.	19171	01/16/2013	4888	101.43.5200.443.60040	406.02
ARROW MOWER, INC.	19172	01/16/2013	4889	101.43.5200.443.60040	29.67
ARROW MOWER, INC.	19227	01/23/2013	4892	101.43.5200.443.60016	8.87
AT & T	287237771092X01122013	01/23/2013	287237771092	101.41.1000.413.50020	50.76
AT & T	287237771092X01122013	01/23/2013	287237771092	101.41.1100.413.50020	25.39
BELLEISLE, MONICA	12/31/12	12/31/2012	REIMBURSE-MILEAGE	101.42.4200.423.50065	52.34
BLACKBIRD, ANTHONY	1/9/13	01/23/2013	REIMBURSE-PARKING	101.44.6000.451.50065	7.50
BUREAU OF CRIMINAL APPREHENSION	000000096852	12/31/2012	00000012981	101.42.4000.421.40044	390.00
BURNSVILLE, CITY OF	2013 ANNUAL DUES	01/23/2013	2013 ANNUAL DUES	101.41.1000.413.50070	8,443.50
CANEFF, ADAM	1/15/13	01/23/2013	REIMBURSE-BRUSH	101.42.4200.423.60065	68.35
CARDIAC SCIENCE, INC.	1547105	01/23/2013	41630	101.42.4000.421.60040	1,387.27
CARGILL, INC.	2900914552	01/16/2013	1/9/13	101.43.5200.443.60016	16,526.99
CULLIGAN	12/31/12 157-98459100-6	12/31/2012	157-98459100-6	101.42.4200.423.60065	5.29
CULLIGAN	12/31/12 157-98459118-8	12/31/2012	157-98459118-8	101.42.4200.423.60065	136.52
DAKOTA ELECTRIC ASSN	1/8/13 109394-7	01/23/2013	109394-7	101.43.5400.445.40020	1,214.40
DATA FLOW	67496	01/23/2013	1/9/13	101.41.2000.415.50030	359.15
EFTPS	CM0000380	12/31/2012	SOCIAL SECURITY WITHHOLDING	101.203.2030400	(0.01)
EFTPS	INV0016525	12/31/2012	SOCIAL SECURITY WITHHOLDING	101.203.2030400	0.02
EFTPS	INV0016708	01/11/2013	FEDERAL WITHHOLDING	101.203.2030200	39,340.23
EFTPS	INV0016710	01/11/2013	MEDICARE WITHHOLDING	101.203.2030500	10,414.38
EFTPS	INV0016711	01/11/2013	SOCIAL SECURITY WITHHOLDING	101.203.2030400	30,084.72
EFTPS	INV0016717	01/11/2013	FEDERAL WITHHOLDING	101.203.2030200	746.51
EFTPS	INV0016719	01/11/2013	MEDICARE WITHHOLDING	101.203.2030500	426.72
EFTPS	INV0016720	01/11/2013	SOCIAL SECURITY WITHHOLDING	101.203.2030400	1,100.04
EFTPS	INV0016721	01/11/2013	FEDERAL WITHHOLDING	101.203.2030200	1,247.63
EFTPS	INV0016723	01/11/2013	MEDICARE WITHHOLDING	101.203.2030500	846.54
EFTPS	INV0016724	01/11/2013	SOCIAL SECURITY WITHHOLDING	101.203.2030400	759.50
EFTPS	INV0016792	01/11/2013	FEDERAL WITHHOLDING	101.203.2030200	3,633.83
EFTPS	INV0016794	01/11/2013	MEDICARE WITHHOLDING	101.203.2030500	414.42
EFTPS	INV0016795	01/11/2013	SOCIAL SECURITY WITHHOLDING	101.203.2030400	1,771.94
EFTPS	INV0016799	01/14/2013	MEDICARE WITHHOLDING	101.203.2030500	22.44
FELIX, KEN	1/8/13	01/23/2013	REIMBURSE-PARKING & MILEAGE	101.44.6000.451.50065	31.55
FIRE ENGINEERING	2013 RENEWAL	01/16/2013	20332	101.42.4200.423.50070	21.00
GLEWWE DOORS	163917	12/31/2012	12/26/12	101.42.4200.423.40040	1,403.69
GLEWWE DOORS	163918	12/31/2012	12/26/12	101.42.4200.423.40040	1,827.74
GLEWWE DOORS	163919	12/31/2012	12/26/12	101.42.4200.423.40040	1,827.74
GLEWWE DOORS	163920	12/31/2012	12/26/12	101.42.4200.423.40040	909.34
GLEWWE DOORS	163921	12/31/2012	12/26/12	101.42.4200.423.40040	1,403.69
HENNING FIRE PROTECTION EQUIPMENT	544835	01/16/2013	1/4/13	101.43.5200.443.60016	68.00
HENNING FIRE PROTECTION EQUIPMENT	544835	01/16/2013	1/4/13	101.44.6000.451.40040	60.00
HER, STEVE	1/15/31 REFUND	01/16/2013	GARNISHMENT OVERPAYMENT REFUND	101.203.2031900	327.41
ICMA RETIREMENT TRUST - 457	INV0016656	01/11/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	135.00
ICMA RETIREMENT TRUST - 457	INV0016657	01/11/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	321.29
ICMA RETIREMENT TRUST - 457	INV0016658	01/11/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	200.00
ICMA RETIREMENT TRUST - 457	INV0016659	01/11/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	665.58
ICMA RETIREMENT TRUST - 457	INV0016660	01/11/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	175.00
ICMA RETIREMENT TRUST - 457	INV0016661	01/11/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	379.76
ICMA RETIREMENT TRUST - 457	INV0016662	01/11/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	915.00
ICMA RETIREMENT TRUST - 457	INV0016663	01/11/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	125.20
ICMA RETIREMENT TRUST - 457	INV0016664	01/11/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	250.00
ICMA RETIREMENT TRUST - 457	INV0016665	01/11/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	742.02

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ICMA RETIREMENT TRUST - 457	INV0016666	01/11/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	75.00
ICMA RETIREMENT TRUST - 457	INV0016667	01/11/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	239.44
ICMA RETIREMENT TRUST - 457	INV0016668	01/11/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	1,553.84
ICMA RETIREMENT TRUST - 457	INV0016669	01/11/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	335.20
ICMA RETIREMENT TRUST - 457	INV0016670	01/11/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	240.00
ICMA RETIREMENT TRUST - 457	INV0016671	01/11/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	410.46
ICMA RETIREMENT TRUST - 457	INV0016672	01/11/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	190.00
ICMA RETIREMENT TRUST - 457	INV0016673	01/11/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	455.68
ICMA RETIREMENT TRUST - 457	INV0016674	01/11/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	500.00
ICMA RETIREMENT TRUST - 457	INV0016675	01/11/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	150.06
ICMA RETIREMENT TRUST - 457	INV0016676	01/11/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	125.00
ICMA RETIREMENT TRUST - 457	INV0016677	01/11/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	37.02
ICMA RETIREMENT TRUST - 457	INV0016678	01/11/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	550.00
ICMA RETIREMENT TRUST - 457	INV0016679	01/11/2013	ICMA (AGE 49 & UNDER)	101.203.2031400	59.75
ICMA RETIREMENT TRUST - 457	INV0016680	01/11/2013	ICMA (AGE 50 & OVER)	101.203.2031400	241.54
ICMA RETIREMENT TRUST - 457	INV0016681	01/11/2013	ICMA (AGE 50 & OVER)	101.203.2031400	325.00
ICMA RETIREMENT TRUST - 457	INV0016682	01/11/2013	ICMA (AGE 50 & OVER)	101.203.2031400	93.85
ICMA RETIREMENT TRUST - 457	INV0016683	01/11/2013	ICMA (AGE 50 & OVER)	101.203.2031400	150.00
ICMA RETIREMENT TRUST - 457	INV0016684	01/11/2013	ICMA (AGE 50 & OVER)	101.203.2031400	825.46
ICMA RETIREMENT TRUST - 457	INV0016685	01/11/2013	ICMA (AGE 50 & OVER)	101.203.2031400	872.63
ICMA RETIREMENT TRUST - 457	INV0016686	01/11/2013	ICMA (AGE 50 & OVER)	101.203.2031400	76.54
ICMA RETIREMENT TRUST - 457	INV0016687	01/11/2013	ICMA (AGE 50 & OVER)	101.203.2031400	3,837.57
ICMA RETIREMENT TRUST - 457	INV0016688	01/11/2013	ICMA (EMPLOYER SHARE ADMIN)	101.203.2031400	70.79
ICMA RETIREMENT TRUST - 457	INV0016697	01/11/2013	ROTH IRA (AGE 49 & UNDER)	101.203.2032400	532.70
ICMA RETIREMENT TRUST - 457	INV0016698	01/11/2013	ROTH IRA (AGE 50 & OVER)	101.203.2032400	230.77
ING DIRECT	INV0016796	01/11/2013	MSRS-HCSP	101.203.2032200	7,007.85
IUOE	INV0016704	01/11/2013	UNION DUES IUOE	101.203.2031000	1,151.25
LEAGUE OF MN CITIES	172310	01/23/2013	2013 CONFERENCE	101.41.1000.413.50080	299.00
LELS	INV0016705	01/11/2013	UNION DUES (LELS)	101.203.2031000	1,350.00
LELS SERGEANTS	INV0016706	01/11/2013	UNION DUES (LELS SGT)	101.203.2031000	225.00
LEVANDER, GILLEN & MILLER P.A.	12/31/12 81000E	12/31/2012	81000E	101.41.1000.413.30401	240.00
LEVANDER, GILLEN & MILLER P.A.	12/31/12 81000E	12/31/2012	81000E	101.41.1000.413.30420	5,179.75
LEVANDER, GILLEN & MILLER P.A.	12/31/12 81000E	12/31/2012	81000E	101.42.4000.421.30420	24.00
LEVANDER, GILLEN & MILLER P.A.	12/31/12 81000E	12/31/2012	81000E	101.42.4000.421.30420	755.66
LEVANDER, GILLEN & MILLER P.A.	12/31/12 81000E	12/31/2012	81000E	101.42.4000.421.30420	48.00
LEVANDER, GILLEN & MILLER P.A.	12/31/12 81000E	12/31/2012	81000E	101.42.4000.421.30420	32.00
LEVANDER, GILLEN & MILLER P.A.	12/31/12 81000E	12/31/2012	81000E	101.42.4000.421.30420	60.00
LEVANDER, GILLEN & MILLER P.A.	12/31/12 81000E	12/31/2012	81000E	101.42.4000.421.30420	24.00
LEVANDER, GILLEN & MILLER P.A.	12/31/12 81000E	12/31/2012	81000E	101.42.4000.421.30420	554.50
LEVANDER, GILLEN & MILLER P.A.	12/31/12 81000E	12/31/2012	81000E	101.42.4000.421.30420	912.00
LEVANDER, GILLEN & MILLER P.A.	12/31/12 81000E	12/31/2012	81000E	101.43.5000.441.30420	889.00
LEVANDER, GILLEN & MILLER P.A.	12/31/12 81000E	12/31/2012	81000E	101.43.5100.442.30420	1,332.29
LEVANDER, GILLEN & MILLER P.A.	12/31/12 81000E	12/31/2012	81000E	101.44.6000.451.30420	519.89
LEVANDER, GILLEN & MILLER P.A.	12/31/12 81000E	12/31/2012	81000E	101.45.3000.419.30420	358.90
LEVANDER, GILLEN & MILLER P.A.	12/31/12 81000E	12/31/2012	81000E	101.45.3200.419.30420	461.60
LEVANDER, GILLEN & MILLER P.A.	12/31/12 81000E	12/31/2012	81000E	101.45.3200.419.30420	684.00
LOCAL GOVERNMENT INFORMATION SYSTE	36084	12/31/2012	12/31/12	101.42.4000.421.70300	1,419.00
LOCAL GOVERNMENT INFORMATION SYSTE	36153	12/31/2012	12/31/12	101.42.4000.421.40044	96.19
LOCAL GOVERNMENT INFORMATION SYSTE	36165	12/31/2012	12/31/12	101.42.4200.423.30700	769.50
LOCAL GOVERNMENT INFORMATION SYSTE	36177	12/31/2012	12/31/12	101.42.4200.423.30700	108.00
LOW VOLTAGE CONTRACTORS	SIL-40882	12/31/2012	12/18/12	101.42.4200.423.40040	10,000.00
METRO CITIES	34	01/23/2013	JAN 2013 - DEC 2013	101.41.1000.413.50070	9,751.00
METROPOLITAN AREA MGMT ASSOC.	1127	01/23/2013	1/10/13 LUNCHEON	101.41.1100.413.50080	20.00
METROPOLITAN COUNCIL ENVIRON SRVCS	DECEMBER 2012	12/31/2012	DECEMBER 2012	101.41.0000.3414000	(70.95)
MIKE'S SHOE REPAIR, INC.	12222012	12/31/2012	12/29/12	101.42.4200.423.30700	147.95
MINNEAPOLIS OXYGEN CO.	171055382	12/31/2012	113504	101.42.4200.423.40042	65.60
MINNEAPOLIS OXYGEN CO.	171055383	12/31/2012	113504	101.42.4200.423.40042	44.66
MINNEAPOLIS OXYGEN CO.	171055384	12/31/2012	12/31/12	101.42.4000.421.60065	29.16
MINNESOTA DEPARTMENT OF HUMAN SER	INV0016654	01/11/2013	RICK JACKSON FEIN/TAXPAYER ID: 41600	101.203.2032100	318.41
MINNESOTA DEPARTMENT OF HUMAN SER	INV0016655	01/11/2013	JUSTIN PARRANTO FEIN/TAXPAYER ID: 41	101.203.2032100	484.54
MN DEPT OF LABOR & INDUSTRY	DECEMBER 2012	12/31/2012	DECEMBER 2012	101.207.2070100	1,805.67
MN DEPT OF LABOR & INDUSTRY	DECEMBER 2012	12/31/2012	DECEMBER 2012	101.41.0000.3414000	(36.11)
MN DEPT OF LABOR & INDUSTRY	ABR0061826I	01/16/2013	00000012982	101.42.4200.423.30700	10.00
MN DEPT OF REVENUE	DECEMBER 2012	12/31/2012	DECEMBER 2012	101.41.1100.413.30700	4.74
MN DEPT OF REVENUE	DECEMBER 2012	12/31/2012	DECEMBER 2012	101.42.4000.421.60065	363.75
MN DEPT OF REVENUE	DECEMBER 2012	12/31/2012	DECEMBER 2012	101.42.4200.423.60065	11.28
MN DEPT OF REVENUE	DECEMBER 2012	12/31/2012	DECEMBER 2012	101.42.4200.423.60065	8.25
MN DEPT OF REVENUE	INV0016709	01/11/2013	STATE WITHHOLDING	101.203.2030300	15,890.65
MN DEPT OF REVENUE	INV0016718	01/11/2013	STATE WITHHOLDING	101.203.2030300	376.01

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MN DEPT OF REVENUE	INV0016722	01/11/2013	STATE WITHHOLDING	101.203.2030300	635.02
MN DEPT OF REVENUE	INV0016793	01/11/2013	STATE WITHHOLDING	101.203.2030300	974.77
MN DEPT OF REVENUE	DECEMBER 2012	01/16/2013	1	101.207.2070300	(10.73)
MN DEPT OF REVENUE	DECEMBER 2012	01/16/2013	DECEMBER 2012 SALES AND USE TAX	101.207.2070300	1.23
MN GLOVE & SAFETY, INC.	268896	01/23/2013	CTINVP	101.43.5200.443.60045	99.99
MN LOCKS	101053600	01/23/2013	1/9/13	101.42.4200.423.40040	80.16
MRPA	2013 DEPT DUES	01/16/2013	2013 AGENCY MEMBERSHIP FEES	101.44.6000.451.50070	557.33
MRPA	BEST PRACTICES 2/7/13	01/23/2013	BEST PRACTICES-E. CARLSON	101.44.6000.451.50080	158.00
NFPA	2609930	01/16/2013	1 YEAR 2013 MEMBERSHIP	101.42.4200.423.50070	165.00
NFSA MEMBERSHIP	5714061X	01/23/2013	2013 RENEWAL 116140	101.42.4200.423.50070	1,165.50
NORTH AMERICAN SALT	70917718	01/23/2013	533306	101.43.5200.443.60016	7,356.61
NORTH AMERICAN SALT	70918624	01/23/2013	533306	101.43.5200.443.60016	9,877.18
NORTH COUNTRY INTERIORS	602224	12/31/2012	12/10/12	101.45.3000.419.30700	110.00
OPTUMHEALTH FINANCIAL SERVICES	INV0016699	01/11/2013	HSA ELECTION-SINGLE	101.203.2032500	2,280.27
OPTUMHEALTH FINANCIAL SERVICES	INV0016700	01/11/2013	HSA ELECTION-FAMILY	101.203.2032500	4,130.36
OXYGEN SERVICE COMPANY, INC	03215022	12/31/2012	04394	101.42.4000.421.60065	23.85
PERA	INV0016689	01/11/2013	EMPLOYER SHARE (EXTRA PERA)	101.203.2030600	2,332.85
PERA	INV0016691	01/11/2013	EMPLOYER SHARE (PERA COORDINATED	101.203.2030600	14,580.35
PERA	INV0016692	01/11/2013	PERA COORDINATED PLAN	101.203.2030600	14,580.35
PERA	INV0016693	01/11/2013	EMPLOYER SHARE (PERA DEFINED PLAN)	101.203.2030600	30.77
PERA	INV0016694	01/11/2013	PERA DEFINED PLAN	101.203.2030600	30.77
PERA	INV0016695	01/11/2013	EMPLOYER SHARE (POLICE & FIRE PLAN)	101.203.2030600	17,589.14
PERA	INV0016696	01/11/2013	PERA POLICE & FIRE PLAN	101.203.2030600	11,726.10
PERA	INV0016712	01/11/2013	EMPLOYER SHARE (EXTRA PERA)	101.203.2030600	88.72
PERA	INV0016713	01/11/2013	EMPLOYER SHARE (PERA COORDINATED	101.203.2030600	554.44
PERA	INV0016714	01/11/2013	PERA COORDINATED PLAN	101.203.2030600	554.44
PERA	INV0016715	01/11/2013	EMPLOYER SHARE (POLICE & FIRE PLAN)	101.203.2030600	905.51
PERA	INV0016716	01/11/2013	PERA POLICE & FIRE PLAN	101.203.2030600	603.68
PERA	INV0016797	01/14/2013	EMPLOYER SHARE (POLICE & FIRE PLAN)	101.203.2030600	251.60
PERA	INV0016798	01/14/2013	PERA POLICE & FIRE PLAN	101.203.2030600	167.73
S & T OFFICE PRODUCTS	DECEMBER 2012	12/31/2012	DECEMBER 2012	101.41.1100.413.60018	42.32
S & T OFFICE PRODUCTS	DECEMBER 2012	12/31/2012	DECEMBER 2012	101.41.2000.415.60070	11.64
S & T OFFICE PRODUCTS	DECEMBER 2012	12/31/2012	DECEMBER 2012	101.43.5100.442.60040	679.12
S & T OFFICE PRODUCTS	DECEMBER 2012	12/31/2012	DECEMBER 2012	101.45.3000.419.60010	53.66
SAM'S CLUB	12/23/12 7715 0904 0133 4	12/31/2012	7715 0904 0133 4891	101.42.4200.423.60065	223.00
SCHROEPFER, WILLIAM	1/16/13	01/16/2013	REIMBURSEMENT-MILEAGE	101.41.2000.415.50065	21.13
SCHROEPFER, WILLIAM	1/16/13	01/16/2013	REIMBURSEMENT-MILEAGE	101.41.2000.415.50075	15.00
SHORT ELLIOTT HENDRICKSON, INC.	264239	12/31/2012	117543	101.43.5100.442.30300	448.22
SMITH KRISTI	12/12/12	12/31/2012	REIMBURSE-MN GFOA LUNCHEON	101.41.2000.415.50080	15.00
SNI SOLUTIONS	131381	01/16/2013	1/9/13	101.43.5200.443.60016	2,394.00
SOUTH ST PAUL ANIMAL HOSPITAL	QTR 4	12/31/2012	AUGUST-DECEMBER 2012	101.42.4000.421.70501	1,396.84
ST PAUL STAMP WORKS INC	269669	01/16/2013	INVER004	101.42.4000.421.60065	15.39
SUBSURFACE, INC.	2013107	01/23/2013	1/18/13	101.43.5200.443.60016	168.33
SWOBODA, BRIAN	1/8/13	01/23/2013	REIMBURSE-PARKING & MILEAGE	101.44.6000.451.50065	31.55
T MOBILE	1/8/13	12/31/2012	12/8/12-1/7/13 494910368	101.43.5100.442.50020	49.99
TRACTOR SUPPLY CREDIT PLAN	1/14/13 STABILIZATION FEE	01/14/2013	STABILIZATION FEE	101.41.2000.415.70600	60.00
TWIN CITIES OCCUPATIONAL HEALTH PC	101997364	12/31/2012	N26-1251001591	101.41.1100.413.30500	567.00
UNITED WAY	INV0016707	01/11/2013	UNITED WAY	101.203.2031300	105.00
UNIVERSITY NATIONAL BANK	INV0016690	01/11/2013	STEVE HER FILE #62-CV-07-3401	101.203.2031900	502.81
USA MOBILITY WIRELESS INC	W0317409A	12/31/2012	0317409-1	101.42.4000.421.50020	7.02
VANDERHEYDEN LAW OFFICE, P.A.	INV0016653	01/11/2013	BRIAN HENDEL FILE #62-CV-08-11330	101.203.2031900	342.00
WAKOTA CAER	2013 MEMBERSHIP RENEW	01/16/2013	MEMBERSHIP RENEWAL 2013	101.42.4200.423.50070	100.00
WELLS FARGO BANK, N.A	10/19/12-12/28/12	12/28/2012	S. HER GARNISHMENT	101.203.2031900	1,490.36
XCEL ENERGY	350193879	12/31/2012	51-4779167-3	101.44.6000.451.40010	382.73
XCEL ENERGY	350193879	12/31/2012	51-4779167-3	101.44.6000.451.40020	754.82
XCEL ENERGY	304271016	12/31/2012	51-0361045-7	101.43.5400.445.40020	230.26
XCEL ENERGY	351559437	12/31/2012	51-6025596-7	101.43.5400.445.40020	35.57
XCEL ENERGY	351603100	12/31/2012	51-9359857-3	101.43.5400.445.40020	330.74
XCEL ENERGY	352306199	12/31/2012	51-9782436-1	101.43.5400.445.40020	102.99
XCEL ENERGY	352622582	12/31/2012	51-8849473-7	101.43.5400.445.40020	40.44
XCEL ENERGY	352736462	12/31/2012	51-5279113-0	101.43.5200.443.40020	362.63
XCEL ENERGY	352736462	12/31/2012	51-5279113-0	101.43.5400.445.40020	10,988.29
XCEL ENERGY	353462332	12/31/2012	51-4779167-3	101.42.4000.421.40042	41.40
XCEL ENERGY	352756286	01/23/2013	51-6431857-4	101.42.4200.423.40010	2,191.23
XCEL ENERGY	352756286	01/23/2013	51-6431857-4	101.42.4200.423.40020	1,337.57
Fund: 101 - GENERAL FUND					326,579.80
GALLAHUE, NICK	1/11/13 PAY PERIOD	01/23/2013	1/11/13 PAY PERIOD	204.44.6100.452.10300	83.80
MN DEPT OF REVENUE	DECEMBER 2012	01/16/2013	DECEMBER 2012 SALES AND USE TAX	204.207.2070300	433.87

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MRPA	2013 DEPT DUES	01/16/2013	2013 AGENCY MEMBERSHIP FEES	204.44.6100.452.50070	557.34
MRPA	2013 WINTER VOLLEYBALL	01/23/2013	2013 WINTER VOLLEYBALL REGISTRATIOI	204.44.6100.452.50070	136.00
MRPA	2013 WINTER VOLLEYBALL	01/23/2013	2013 WINTER VOLLEYBALL REGISTRATIOI	204.44.6100.452.50070	102.00
MRPA	BEST PRACTICES 2/7/13	01/23/2013	BEST PRACTICES-E. CARLSON	204.44.6100.452.50080	79.00
SAM'S CLUB	12/23/12 7715 0900 6570 2	12/31/2012	7715 0900 6570 2540	204.44.6100.452.60009	22.97
SAM'S CLUB	12/23/12 7715 0900 6570 2	12/31/2012	7715 0900 6570 2540	204.44.6100.452.60009	29.89
SAM'S CLUB	12/23/12 7715 0900 6570 2	12/31/2012	7715 0900 6570 2540	204.44.6100.452.60009	51.06
TAHO SPORTSWEAR	12TA2027	12/31/2012	HARMON FARMS RUN	204.44.6100.452.60045	133.00
TAHO SPORTSWEAR	12TF2439	12/31/2012	11/28/12	204.44.6100.452.60045	160.43
Fund: 204 - RECREATION FUND					1,789.36
ACE PAINT & HARDWARE	514262/5	12/31/2012	12/21/12	205.44.6200.453.60012	3.38
AMY OVERTURF	1/11/13 PAY PERIOD	01/23/2013	1/11/13 PAY PERIOD	205.44.6200.453.10300	18.47
APEC	118241	12/31/2012	12/19/12	205.44.6200.453.60016	59.92
ASCAP	2013 FEES	01/16/2013	50057888 2013 FEES	205.44.6200.453.50070	327.00
BECKER ARENA PRODUCTS, INC.	00092305	12/31/2012	INV000	205.44.6200.453.60016	204.13
BROADCAST MUSIC INC	23138001	01/23/2013	2166245	205.44.6200.453.50070	327.00
COMMON SENSE BUILDING SERVICES, INC.	30513	01/23/2013	1/15/13	205.44.6200.453.40040	7,233.14
CULLIGAN	12/31/12 157-01143890-8	12/31/2012	157-01143890-8	205.44.6200.453.60016	175.06
CULLIGAN	12/31/12 157-01143890-8	12/31/2012	157-01143890-8	205.44.6200.453.60016	700.25
DAKOTA GLASS & GLAZING INC	2012734	12/31/2012	12/26/12	205.44.6200.453.40040	345.00
ECSI SYSTEM INTEGRATORS	12634	12/31/2012	165950	205.44.6200.453.40040	277.50
ECSI SYSTEM INTEGRATORS	12646	12/31/2012	165950	205.44.6200.453.40040	323.50
GARTNER REFRIGERATION & MFG, INC	41066	12/31/2012	X3408	205.44.6200.453.40040	5,389.25
GARTNER REFRIGERATION & MFG, INC	41090	12/31/2012	X3408	205.44.6200.453.40040	5,499.00
GARTNER REFRIGERATION & MFG, INC	41096	12/31/2012	X3408	205.44.6200.453.40040	1,308.00
GRAINGER	9026020702	12/31/2012	806460150	205.44.6200.453.60016	42.19
HAWKINS, INC.	3419282	12/31/2012	108815	205.44.6200.453.60016	69.57
HAWKINS, INC.	3419282	12/31/2012	108815	205.44.6200.453.60016	69.56
HAWKINS, INC.	3420387	12/31/2012	108815	205.44.6200.453.60024	1,961.86
HENNING FIRE PROTECTION EQUIPMENT	544835	01/16/2013	1/4/13	205.44.6200.453.40040	121.00
HENNING FIRE PROTECTION EQUIPMENT	544835	01/16/2013	1/4/13	205.44.6200.453.40040	121.00
HUEBSCH SERVICES	2996199	12/31/2012	92965	205.44.6200.453.40040	51.59
HUEBSCH SERVICES	2996199	12/31/2012	92965	205.44.6200.453.40040	207.27
ISD #199	NOV/DEC 2012 REFUND	12/31/2012	NOV/DEC 2012 OVERPAYMENT REFUND	205.44.0000.3492001	1,249.38
JOHNSTONE SUPPLY	500820	12/31/2012	02-500820-001	205.44.6200.453.60016	127.75
JOHNSTONE SUPPLY	501214	12/31/2012	02-501214-001	205.44.6200.453.60016	35.40
MIAMA	2013 ANNUAL MEMBERSHI	01/16/2013	2013 ANNUAL MIAMA ARENA MEMBERS	205.44.6200.453.50070	145.00
MIAMA	2294	01/16/2013	2013 MEMBERSHIP	205.44.6200.453.50070	145.00
MN DEPT OF REVENUE	DECEMBER 2012	12/31/2012	DECEMBER 2012	205.44.6200.453.50030	12.05
MN DEPT OF REVENUE	DECEMBER 2012	12/31/2012	DECEMBER 2012	205.44.6200.453.50030	14.29
MN DEPT OF REVENUE	DECEMBER 2012	12/31/2012	DECEMBER 2012	205.44.6200.453.50030	13.26
MN DEPT OF REVENUE	DECEMBER 2012	12/31/2012	DECEMBER 2012	205.44.6200.453.60018	30.47
MN DEPT OF REVENUE	DECEMBER 2012	12/31/2012	DECEMBER 2012	205.44.6200.453.60065	2.49
MN DEPT OF REVENUE	DECEMBER 2012	01/16/2013	DECEMBER 2012 SALES AND USE TAX	205.207.2070300	6,894.40
MRPA	2013 DEPT DUES	01/16/2013	2013 AGENCY MEMBERSHIP FEES	205.44.6200.453.50070	557.33
OLSEN FIRE PROTECTION, INC	537	12/31/2012	INVERGRO	205.44.6200.453.50055	240.00
OLSEN FIRE PROTECTION, INC	537	12/31/2012	INVERGRO	205.44.6200.453.50055	240.00
ONE DISH AT A TIME	6/28/12 SUPER SALADS	12/31/2012	COOKING CLASS-SUPER SALADS	205.44.6200.453.30700	115.00
RECREATION SUPPLY COMPANY	252489	12/31/2012	306364	205.44.6200.453.60016	155.20
ROACH, RICK	12/31/12	12/31/2012	REIMBURSEMENT-MILEAGE	205.44.6200.453.50065	111.56
ROACH, RICK	12/31/12	12/31/2012	REIMBURSEMENT-MILEAGE	205.44.6200.453.50065	17.76
S & T OFFICE PRODUCTS	DECEMBER 2012	12/31/2012	DECEMBER 2012	205.44.6200.453.60040	3.33
SESAC	3595593	01/16/2013	2013 LICENSE	205.44.6200.453.50070	652.00
STERICYCLE INC	4003832514	01/16/2013	2013 OSHA COMPLIANCE	205.44.6200.453.40025	474.45
TAHO SPORTSWEAR	11TF1577	12/31/2012	12/31/12	205.44.6200.453.60045	451.20
TDS MEDIA DIRECT, INC.	2013 GUEST DIRECTORY LIS	01/23/2013	2013 GUEST DIRECTORY LISTING-COUNTI	205.44.6200.453.50025	200.00
UNITED REFRIGERATION, INC.	37083536-00	12/31/2012	1034925	205.44.6200.453.60016	9.61
VANCO SERVICES LLC	00005374507	12/31/2012	DECEMBER 2012	205.44.6200.453.70600	69.50
ZANICK, DAVID	REFUND-MEMBERSHIP	01/23/2013	REFUND-ANNUAL MEMBERSHIP	205.207.2070300	19.42
ZANICK, DAVID	REFUND-MEMBERSHIP	01/23/2013	REFUND-ANNUAL MEMBERSHIP	205.44.0000.3490100	272.58
Fund: 205 - COMMUNITY CENTER					37,093.07
DCA TITLE WEST ST. PAUL	8195 BABCOCK TRL	01/16/2013	8195 BABCOCK TRAIL	290.45.3000.419.80100	312,758.98
EVERGREEN LAND SERVICES	00-10584	12/31/2012	1/11/13	290.45.3000.419.30700	1,233.30
LEVANDER, GILLEN & MILLER P.A.	12/31/12 81000E	12/31/2012	81000E	290.45.3000.419.30420	1,416.00
NORTH COUNTRY INTERIORS	60225	12/31/2012	12/10/12	290.45.3000.419.30700	320.00
NORTH COUNTRY INTERIORS	602226	12/31/2012	12/20/12	290.45.3000.419.30700	320.00
Fund: 290 - EDA					316,048.28

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
METROPOLITAN COUNCIL ENVIRON SRVCS	DECEMBER 2012	12/31/2012	DECEMBER 2012	404.217.2170000	7,095.00
Fund: 404 - SEWER CONNECTION FUND					7,095.00
LEVANDER, GILLEN & MILLER P.A.	12/31/12 81000E	12/31/2012	81000E	421.72.5900.721.30420	321.90
Fund: 421 - 2001 IMPROVEMENT FUND					321.90
LEVANDER, GILLEN & MILLER P.A.	12/31/12 81000E	12/31/2012	81000E	431.73.5900.731.30420	2,328.00
Fund: 431 - 2011 IMPROVEMENT FUND					2,328.00
DAKOTA CTY SOIL & WATER	2342	12/31/2012	OCT-DEC 2012	432.73.5900.732.30700	1,105.00
Fund: 432 - 2012 IMPROVEMENT FUND					1,105.00
BOLTON & MENK, INC.	0152943	12/31/2012	T18.103889	440.74.5900.740.30300	4,750.50
GARTZKE CONSTRUCTION INC	FINAL PAY VO. NO. 2	12/31/2012	FINAL PAY VOUCHER NO. 2	440.74.5900.740.80300	1,142.46
S. M. HENTGES & SONS, INC.	FINAL PAY VO. NO. 10	12/31/2012	FINAL PAY VOUCHER NO. 10 2011-09D	440.74.5900.740.80300	37,181.33
WINDSCAPES	FINAL PAY VOUCHER NO. 3	12/31/2012	FINAL PAY VOUCHER NO. 3 PROJECT 2011	440.74.5900.740.80300	5,953.36
Fund: 440 - PAVEMENT MANAGEMENT PROJ					49,027.65
M & J SERVICES, LLC	336	01/16/2013	50TH ST INLET	441.74.5900.741.40066	4,810.00
M & J SERVICES, LLC	339	01/16/2013	70TH ST	441.74.5900.741.40066	6,515.00
M & J SERVICES, LLC	348	01/16/2013	UPPER 55TH ST	441.74.5900.741.40066	6,551.00
M & J SERVICES, LLC	349	01/16/2013	76TH ST POND	441.74.5900.741.40066	830.00
Fund: 441 - STORM WATER MANAGEMENT					18,706.00
BARR ENGINEERING COMPANY	23190218.00-202	12/31/2012	APRIL-MAY 2012	451.75.5900.751.30700	1,526.00
Fund: 451 - HOST COMMUNITY FUND					1,526.00
ABC RENTALS INC	216834	01/16/2013	225	501.50.7100.512.40040	119.53
ACE PAINT & HARDWARE	514218/5	12/31/2012	12/18/12	501.50.7100.512.60040	20.30
ACE PAINT & HARDWARE	514240/5	12/31/2012	12/19/12	501.50.7100.512.60016	0.94
ACE PAINT & HARDWARE	514248/5	12/31/2012	12/20/12	501.50.7100.512.60011	20.79
ACE PAINT & HARDWARE	514405/5	01/16/2013	1/8/13	501.50.7100.512.60011	38.45
BATTERIES PLUS	030-574451	01/16/2013	C-1034	501.50.7100.512.60016	26.67
DALCO CORPORATION	2553015	01/16/2013	1/0001020261	501.50.7100.512.60011	35.19
GOPHER STATE ONE-CALL	57121	12/31/2012	MN00435	501.50.7100.512.30700	158.05
GOPHER STATE ONE-CALL	60405	01/23/2013	MN00435	501.50.7100.512.30700	100.00
GRAINGER	9035787556	01/16/2013	806460150	501.50.7100.512.60016	180.88
GRAINGER	9039778395	01/23/2013	806460150	501.50.7100.512.60016	14.12
HACH COMPANY	8093728	01/23/2013	255136	501.50.7100.512.60011	473.35
HD SUPPLY WATERWORKS LTD	5994018	01/16/2013	099872	501.50.7100.512.40043	260.41
HD SUPPLY WATERWORKS LTD	6007007	01/16/2013	099872	501.50.7100.512.75500	1,084.60
HENNING FIRE PROTECTION EQUIPMENT	544835	01/16/2013	1/4/13	501.50.7100.512.60016	136.00
KAT-KEY'S LOCK & SAFE CO.	102009	01/16/2013	1/10/13	501.50.7100.512.40040	117.85
MN DEPT OF REVENUE	DECEMBER 2012	12/31/2012	DECEMBER 2012	501.50.7100.512.60016	61.51
MN DEPT OF REVENUE	DECEMBER 2012	01/16/2013	DECEMBER 2012 SALES AND USE TAX	501.207.2070200	1,317.32
MN DEPT OF REVENUE	DECEMBER 2012	01/16/2013	DECEMBER 2012 SALES AND USE TAX	501.207.2070300	95.80
MN PIPE & EQUIPMENT	0291131	12/31/2012	2195	501.50.7100.512.60016	87.27
SOLBERG AGGREGATE CO	9799	12/31/2012	12/3/12	501.50.7100.512.60016	498.55
SUSA - SECRETARY/TREASURER	1/18/13 2013 MEMBERSHIP	01/23/2013	2013 MEMBERSHIP-J. SWEENEY	501.50.7100.512.50070	125.00
SUSA - SECRETARY/TREASURER	1/18/13 2013 MEMBERSHIP	01/23/2013	2013 MEMBERSHIP-D. HELLING	501.50.7100.512.50070	125.00
VALLEY-RICH CO, INC	18408	12/31/2012	R12767	501.50.7100.512.40046	4,340.89
VALLEY-RICH CO, INC	18411	12/31/2012	R12786	501.50.7100.512.40046	5,772.78
VALLEY-RICH CO, INC	1841	01/16/2013	R12787	501.50.7100.512.40046	4,917.28
WATER CONSERVATION SERVICES INC	3602	12/31/2012	12/19/12 & 12/31/12 LEAK	501.50.7100.512.30700	485.90
XCEL ENERGY	352749796	01/23/2013	51-6098709-7	501.50.7100.512.40010	1,440.98
XCEL ENERGY	352749796	01/23/2013	51-6098709-7	501.50.7100.512.40020	12,158.95
Fund: 501 - WATER UTILITY FUND					34,214.36
DAKOTA CTY TREASURER	DECEMBER 2012	12/31/2012	DECEMBER 2012	502.207.2070100	120.00
XCEL ENERGY	352749796	01/23/2013	51-6098709-7	502.51.7200.514.40020	408.38
Fund: 502 - SEWER UTILITY FUND					528.38
ARCTIC GLACIER, INC.	388227306	12/31/2012	1726134	503.52.8300.524.60065	100.36
BUSINESS VOICE	1/10/13	01/23/2013	2013 BUSINESS VOICE CHANNEL 15	503.52.8500.526.50025	300.00
CHECKPOINT SYSTEMS INC	902046382	01/16/2013	64035	503.52.8500.526.50055	190.00
CRYSTEEL TRUCK EQUIPMENT	F31892	12/31/2012	12977	503.52.8600.527.40042	711.12
G & K SERVICES	1182156424	12/31/2012	17194	503.52.8600.527.60045	99.45
G & K SERVICES	1182222904	12/31/2012	17194	503.52.8600.527.60045	99.45
G & K SERVICES	1182278467	12/31/2012	17194	503.52.8600.527.60045	99.45
G & K SERVICES	1182289533	12/31/2012	17194	503.52.8600.527.60045	99.45
G & K SERVICES	1182323056	01/23/2013	17194	503.52.8600.527.60045	99.45
GERTENS	257434	12/31/2012	100464	503.52.8600.527.60020	31.70

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MN DEPT OF HEALTH	FBL-8905-6408 2013 LICENS	01/16/2013	2013 LICENSE	503.52.8300.524.50070	579.50
MN DEPT OF REVENUE	DECEMBER 2012	01/16/2013	DECEMBER 2012 SALES AND USE TAX	503.207.2070300	221.58
NATIONAL AUTOMATIC SPRINKLER CO.	28370	01/23/2013	1/8/13	503.52.8500.526.40040	247.00
SERVICEMASTER CLEAN	41625	01/16/2013	DUCT CLEANING	503.52.8500.526.40040	961.88
SPRINT	100978019-011	01/23/2013	100978019	503.52.8500.526.50020	71.40
TDS METROCOM	1/13/13 651 457 3667	01/23/2013	651 457 3667	503.52.8500.526.50020	1.24
VGM CLUB	2013 DUES	01/16/2013	2013 DUES 190222	503.52.8500.526.50070	160.00
XCEL ENERGY	351716301	12/31/2012	51-5877511-0	503.52.8600.527.40020	11.53

Fund: 503 - INVER WOOD GOLF COURSE **4,084.56**

KENNEDY & GRAVEN	112112	12/31/2012	NV125-00045	602.00.2100.415.30420	387.00
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Fund: 602 - RISK MANAGEMENT **387.00**

ABM EQUIPMENT & SUPPLY	0134745-IN	01/16/2013	0115148	603.00.5300.444.40041	2,118.97
ACE PAINT & HARDWARE	514348/5	01/16/2013	1/3/13	603.00.5300.444.40041	6.84
ACE PAINT & HARDWARE	514521/5	01/23/2013	1/17/13	603.00.5300.444.40041	16.02
ARAMARK UNIFORM SERVICES	629-7660139	01/16/2013	792069636	603.00.5300.444.40065	75.91
ARAMARK UNIFORM SERVICES	629-7660139	01/16/2013	792069636	603.00.5300.444.60045	43.68
ARAMARK UNIFORM SERVICES	629-7664908	01/23/2013	792069636	603.00.5300.444.40065	75.91
ARAMARK UNIFORM SERVICES	629-7664908	01/23/2013	792069636	603.00.5300.444.60045	26.73
BOYER TRUCKS - MINNEAPOLIS	255025	12/31/2012	C20390	603.00.5300.444.40041	2,225.84
BOYER TRUCKS - PARTS DISTRIBUTION	691864	12/31/2012	C20390	603.00.5300.444.40041	198.70
BOYER TRUCKS - PARTS DISTRIBUTION	703554	01/16/2013	C20390	603.00.5300.444.40041	315.29
CARQUEST OF MSP-ROSEMOUNT	1596-188679	12/31/2012	614420	603.00.5300.444.40041	21.18
CARQUEST OF MSP-ROSEMOUNT	1596-188926	01/16/2013	614420	603.140.1450050	68.44
CARQUEST OF MSP-ROSEMOUNT	1596-188938	01/16/2013	614420	603.00.5300.444.40041	1.84
CARQUEST OF MSP-ROSEMOUNT	1596-188944	01/16/2013	614420	603.00.5300.444.60012	86.72
CARQUEST OF MSP-ROSEMOUNT	1596-188951	01/16/2013	614420	603.00.5300.444.40041	(34.78)
CARQUEST OF MSP-ROSEMOUNT	1596-188960	01/16/2013	614420	603.140.1450050	12.40
CARQUEST OF MSP-ROSEMOUNT	1596-189000	01/16/2013	614420	603.00.5300.444.40041	37.73
CARQUEST OF MSP-ROSEMOUNT	1596-189026	01/16/2013	614420	603.00.5300.444.60012	19.64
CARQUEST OF MSP-ROSEMOUNT	1596-189171	01/16/2013	614420	603.00.5300.444.60012	19.65
CARQUEST OF MSP-ROSEMOUNT	1596-189209	01/16/2013	614420	603.00.5300.444.60040	14.19
CARQUEST OF MSP-ROSEMOUNT	1596-189213	01/16/2013	614420	603.00.5300.444.40041	71.89
CARQUEST OF MSP-ROSEMOUNT	1596-189214	01/16/2013	614420	603.00.5300.444.40041	5.39
CARQUEST OF MSP-ROSEMOUNT	1596-189214	01/16/2013	614420	603.00.5300.444.60012	7.27
CARQUEST OF MSP-ROSEMOUNT	1596-189233	01/16/2013	614420	603.00.5300.444.60012	13.15
CARQUEST OF MSP-ROSEMOUNT	1596-189290	01/16/2013	614420	603.140.1450050	26.93
CARQUEST OF MSP-ROSEMOUNT	1596-189305	01/16/2013	614420	603.00.5300.444.40041	16.66
CARQUEST OF MSP-ROSEMOUNT	1596-189347	01/16/2013	614420	603.140.1450050	31.16
CARQUEST OF MSP-ROSEMOUNT	1596-189352	01/16/2013	614420	603.00.5300.444.40041	22.43
CARQUEST OF MSP-ROSEMOUNT	1596-189361	01/16/2013	614420	603.00.5300.444.40041	10.92
CARQUEST OF MSP-ROSEMOUNT	1596-189361	01/16/2013	614420	603.00.5300.444.60012	4.16
CARQUEST OF MSP-ROSEMOUNT	1596-189364	01/16/2013	614420	603.140.1450050	9.99
CARQUEST OF MSP-ROSEMOUNT	1596-189403	01/23/2013	614420	603.00.5300.444.40041	58.48
CARQUEST OF MSP-ROSEMOUNT	1596-189404	01/23/2013	614420	603.00.5300.444.40041	32.31
CARQUEST OF MSP-ROSEMOUNT	1596-189498	01/16/2013	614420	603.00.5300.444.40041	7.66
CARQUEST OF MSP-ROSEMOUNT	1596-189503	01/23/2013	614420	603.00.5300.444.40041	14.83
CARQUEST OF MSP-ROSEMOUNT	1596-189560	01/23/2013	614420	603.00.5300.444.40041	15.33
CARQUEST OF MSP-ROSEMOUNT	1596-189565	01/23/2013	614420	603.00.5300.444.60012	7.10
CARQUEST OF MSP-ROSEMOUNT	1596-189565	01/23/2013	614420	603.140.1450050	15.08
CARQUEST OF MSP-ROSEMOUNT	1596-189587	01/23/2013	614420	603.140.1450050	3.71
CARQUEST OF MSP-ROSEMOUNT	1596-189603	01/23/2013	614420	603.00.5300.444.40041	(15.33)
CARQUEST OF MSP-ROSEMOUNT	1596-189007	01/16/2013	614420	603.00.5300.444.40041	(21.18)
CARQUEST OF MSP-ROSEMOUNT	1596-189622	01/23/2013	614420	603.00.5300.444.40041	8.07
CARQUEST OF MSP-ROSEMOUNT	1596-189668	01/23/2013	614420	603.00.5300.444.60012	11.72
CARQUEST OF MSP-ROSEMOUNT	1596-189904	01/23/2013	614420	603.140.1450050	13.08
CENTENNIAL GLASS	W00003168	01/16/2013	W00003168	603.00.5300.444.40041	201.33
COMMON SENSE BUILDING SERVICES, INC.	30513	01/23/2013	1/15/13	603.00.5300.444.40040	292.58
EMERGENCY AUTOMOTIVE TECHNOLOGIES	AW111412-60	12/31/2012	11/14/12	603.00.5300.444.40041	48.09
EMERGENCY AUTOMOTIVE TECHNOLOGIES	LG122712-2	12/31/2012	12/27/12	603.140.1450050	953.86
EMERGENCY AUTOMOTIVE TECHNOLOGIES	CS010813-15	01/16/2013	1/8/13	603.140.1450050	231.76
FACTORY MOTOR PARTS COMPANY	1-4071127	01/16/2013	10799	603.00.5300.444.40041	14.96
FACTORY MOTOR PARTS COMPANY	1-4071127	01/16/2013	10799	603.140.1450050	83.96
FACTORY MOTOR PARTS COMPANY	1-4071799	01/16/2013	10799	603.00.5300.444.40041	(71.61)
FACTORY MOTOR PARTS COMPANY	1-4072231	01/16/2013	10799	603.00.5300.444.40041	(35.80)
FACTORY MOTOR PARTS COMPANY	1-4078577	01/16/2013	10799	603.00.5300.444.40041	579.99
FACTORY MOTOR PARTS COMPANY	1-4080829	01/23/2013	10799	603.140.1450050	59.00
HENNING FIRE PROTECTION EQUIPMENT	544835	01/16/2013	1/4/13	603.00.5300.444.40042	200.00
INTERSTATE COMPANIES	R001072259:01	01/16/2013	31421	603.00.5300.444.40041	2,404.74

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
INVER GROVE FORD	5103252	12/31/2012	12/31/12	603.00.5300.444.40041	85.22
INVER GROVE FORD	5104411	01/23/2013	1/15/13	603.00.5300.444.40041	54.05
KIMBALL MIDWEST	2774103	01/23/2013	222006	603.00.5300.444.60012	791.42
KIMBALL MIDWEST	2774103	01/23/2013	222006	603.140.1450050	173.14
METRO JANITORIAL SUPPLY INC	11011970	01/23/2013	1/10/13	603.00.5300.444.60012	111.78
MN DEPT OF REVENUE	DECEMBER 2012	12/31/2012	DECEMBER 2012	603.00.5300.444.60021	3.15
MN DEPT OF REVENUE	DEC 2012 PETRO TAX	12/31/2012	DECEMBER 2012 PETRO TAX PAYMENT	603.00.5300.444.60021	786.60
MN LOCKS	8630	01/16/2013	1/7/13	603.00.5300.444.40040	102.50
POMP'S TIRE SERVICE, INC.	210039138	12/31/2012	4502557	603.00.5300.444.40041	707.50
R & R CARPET SERVICE	4417	12/31/2012	12/31/12	603.00.5300.444.40065	41.15
R & R CARPET SERVICE	4570	12/31/2012	12/27/12	603.00.5300.444.40065	41.15
SCHARBER & SONS	011098511	12/31/2012	4502581	603.00.5300.444.40041	13.04
SCHARBER & SONS	011099061	12/31/2012	4502581	603.00.5300.444.40041	(7.16)
SCHARBER & SONS	19847	12/31/2012	4502581	603.00.5300.444.40042	56.70
SCHARBER & SONS	P01545	12/31/2012	001512	603.00.5300.444.40041	395.88
SCHARBER & SONS	P05102	12/31/2012	INVER001	603.00.5300.444.40041	288.57
SCHARBER & SONS	E00449	01/23/2013	INVER001	603.00.5300.444.80400	28,630.75
SCHLOMKA SERVICES LLC	13993	12/31/2012	PUMPED SUMP AND CLEARED PLUG	603.00.5300.444.40040	250.00
SYN-TECH SYSTEMS	79605	01/23/2013	INVGRO	603.00.5300.444.40042	918.75
TITAN MACHINERY	37152 CL	12/31/2012	6239910	603.00.5300.444.40041	1,845.72
TITAN MACHINERY	178131 PC	01/16/2013	6239910	603.00.5300.444.40041	8.93
TITAN MACHINERY	178689 PC	01/16/2013	6239910	603.00.5300.444.40041	22.36
TOWMASTER TRAILERS INC	344550	12/31/2012	HOIST RUGBY	603.00.5300.444.40041	1,938.45
TOWMASTER TRAILERS INC	344896	01/23/2013	2946	603.00.5300.444.80700	93,547.69
TOWMASTER TRAILERS INC	344934	01/23/2013	2946	603.00.5300.444.60021	94.07
TWIN SOURCE SUPPLY	00430224	01/16/2013	1/3/13	603.00.5300.444.60011	126.90
VARITECH INDUSTRIES, INC.	125456	12/31/2012	129224	603.00.5300.444.40041	108.10
XCEL ENERGY	352736462	12/31/2012	51-5279113-0	603.00.5300.444.40010	1,880.99
XCEL ENERGY	352736462	12/31/2012	51-5279113-0	603.00.5300.444.40020	1,746.29
YOCUM OIL COMPANY, INC.	534984	01/16/2013	502860	603.140.1450060	11,970.00
YOCUM OIL COMPANY, INC.	534985	01/16/2013	502860	603.140.1450060	1,056.62
YOCUM OIL COMPANY, INC.	534986	01/16/2013	502860	603.140.1450060	5,716.80
YOCUM OIL COMPANY, INC.	534987	01/16/2013	502860	603.140.1450060	619.40
Fund: 603 - CENTRAL EQUIPMENT					164,811.08
COORDINATED BUSINESS SYSTEMS, LTD	219259504	12/31/2012	ACCOUNT 923425	604.00.2200.416.40050	98.99
OFFICEMAX INC	340271	12/31/2012	687054	604.00.2200.416.60010	388.66
S & T OFFICE PRODUCTS	DECEMBER 2012	12/31/2012	DECEMBER 2012	604.00.2200.416.60005	332.99
S & T OFFICE PRODUCTS	DECEMBER 2012	12/31/2012	DECEMBER 2012	604.00.2200.416.60005	136.91
S & T OFFICE PRODUCTS	DECEMBER 2012	12/31/2012	DECEMBER 2012	604.00.2200.416.60010	1,219.85
S & T OFFICE PRODUCTS	DECEMBER 2012	12/31/2012	DECEMBER 2012	604.00.2200.416.60010	309.95
S & T OFFICE PRODUCTS	DECEMBER 2012	12/31/2012	DECEMBER 2012	604.00.2200.416.60010	48.52
S & T OFFICE PRODUCTS	DECEMBER 2012	12/31/2012	DECEMBER 2012	604.00.2200.416.60010	48.60
S & T OFFICE PRODUCTS	DECEMBER 2012	12/31/2012	DECEMBER 2012	604.00.2200.416.60010	239.30
S & T OFFICE PRODUCTS	DECEMBER 2012	12/31/2012	DECEMBER 2012	604.00.2200.416.60010	36.97
S & T OFFICE PRODUCTS	DECEMBER 2012	12/31/2012	DECEMBER 2012	604.00.2200.416.60010	148.72
US BANCORP EQUIPMENT FINANCE, INC.	219133121	01/23/2013	ACCOUNT 923425	604.00.2200.416.40050	3,661.76
Fund: 604 - CENTRAL STORES					6,671.22
B & B SHEETMETAL AND ROOFING, INC.	50076	01/23/2013	1/15/13 REPAIRS	605.00.7500.460.40040	1,875.00
COMMON SENSE BUILDING SERVICES, INC.	30513	01/23/2013	1/15/13	605.00.7500.460.40040	3,717.55
CRAWFORD DOOR SALES COMPANY	8820	01/23/2013	4840	605.00.7500.460.40040	155.75
HILLYARD INC	600530057	01/23/2013	274069	605.00.7500.460.60011	306.36
LONE OAK COMPANIES	57735	01/16/2013	UTILITY BILLS	605.00.7500.460.50035	529.91
MINNESOTA ELEVATOR, INC	265184	01/23/2013	B1530	605.00.7500.460.40040	226.00
MN DEPT OF REVENUE	DECEMBER 2012	12/31/2012	DECEMBER 2012	605.00.7500.460.60065	16.29
PIONEER PRESS	36279	01/23/2013	ACCOUNT 1142690	605.00.7500.460.30700	273.00
S & T OFFICE PRODUCTS	DECEMBER 2012	12/31/2012	DECEMBER 2012	605.00.7500.460.60065	459.32
XCEL ENERGY	352736462	12/31/2012	51-5279113-0	605.00.7500.460.40020	6,436.76
Fund: 605 - CITY FACILITIES					13,995.94
AT & T	287237771092X01122013	01/23/2013	287237771092	606.00.1400.413.50020	25.39
EASTON, DIANE	12/31/12	12/31/2012	REIMBURSEMENT-MILEAGE	606.00.1400.413.50065	7.99
INTEGRA TELECOM	120333238	12/31/2012	002129	606.00.1400.413.50020	415.66
INTEGRA TELECOM	10509392	01/23/2013	645862	606.00.1400.413.50020	839.18
LOGISOLVE LLC	45296	12/31/2012	12/31/12	606.00.1400.413.30700	1,464.50
OFFICE OF ENTERPRISE TECHNOLOGY	DV12120446	01/16/2013	200B00171	606.00.1400.413.30750	311.81
TDS METROCOM	1/13/13 651 451 1944	01/23/2013	651 451 1944	606.00.1400.413.50020	49.40
Fund: 606 - TECHNOLOGY FUND					3,113.93

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
BARR ENGINEERING COMPANY	23190218.00-202	12/31/2012	APRIL-MAY 2012	702.229.2294000	1,233.00
GERTENS	1/16/13 ESCROW REDUCTI	01/23/2013	ESCROW REDUCTION	702.229.2282901	22,960.58
GOODHUE COUNTY SHERIFF'S OFFICE	1200335	01/23/2013	LAURIE ANN ECKSTROM	702.229.2291000	100.00
LEVANDER, GILLEN & MILLER P.A.	12/31/12 81000E	12/31/2012	81000E	702.229.2283800	663.00
LEVANDER, GILLEN & MILLER P.A.	12/31/12 81000E	12/31/2012	81000E	702.229.2284901	2,728.53
LEVANDER, GILLEN & MILLER P.A.	12/31/12 81000E	12/31/2012	81000E	702.229.2290301	1,107.00
SAM'S CLUB	12/23/12 7715 0900 6570 2	12/31/2012	7715 0900 6570 2540	702.229.2307200	1,439.86
SWANHORST, JEFF & RHONDA	1/15/13 ESCROW REDUCTI	01/16/2013	ESCROW REDUCTION 1173 105TH STREE	702.229.2284201	10,000.00
Fund: 702 - ESCROW FUND					40,231.97
Grand Total					1,029,658.50

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Final Compensating Change Order No. 2, Final Pay Voucher No. 3, Engineer's Final Report, and Resolution Accepting Work for City Project No. 2010-09H – South Grove Sod Repair Project.

Meeting Date: January 28, 2013
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
SJA SB

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

PURPOSE/ACTION REQUESTED

Consider Final Compensating Change Order No. 2, Final Pay Voucher No. 3, Engineer's Final Report, and Resolution Accepting Work for City Project No. 2010-09H – South Grove Sod Repair Project.

SUMMARY

The improvements were ordered as part of the 2010 Pavement Management Program. The contract was awarded in the amount of \$38,625.00 to Windscares on April 26, 2010 for City Project No. 2010-09H – South Grove Sod Repair Project.

Final Compensating Change Order No. 2, in the amount of (-\$2,851.20) is to balance the final contract amount with the final contract work completed. The contractor's work through December 31, 2012 has been accepted in accordance with the contract plans and specifications.

I recommend approval of Final Compensating Change Order No. 2 in the amount of (-\$2,851.20) resulting in a final contract amount of \$43,066.20, Final Payment Voucher No. 3 in the amount of \$5,953.36, the Engineer's Final Report, and Resolution Accepting Work for City Project No. 2010-09H – South Grove Sod Repair Project.

TJK/kf

- Attachments: Final Compensating Change Order No. 2
- Final Pay Voucher No. 3
- Engineer's Final Report
- Resolution Accepting Work

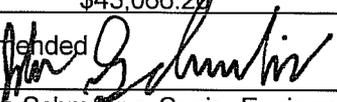
**FINAL COMPENSATING CHANGE ORDER NO. 2
2010 PAVEMENT MANAGEMENT PROGRAM
CITY PROJECT NO. 2010-09H – SOUTH GROVE SOD REPAIR PROJECT**

Owner: City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077	Date of Issuance: January 28, 2013
Contractor: Windscapes 1848 50 th Street East, Suite 104 Inver Grove Heights, MN 55077	Engineer: City Engineer

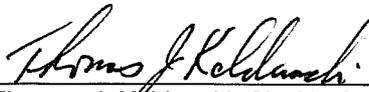
PURPOSE OF CHANGE ORDER

Final Compensating Change Order No. 2 is to balance the final contract amount with the final contract work completed as follows:

Final Contract Work Completed =	\$43,066.20
Contract Amount To Date =	-\$45,917.40
Final Compensating Change Order No. 2 Total =	(-\$2,851.20)

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$38,625.00	Original Contract Time:
Previous Change Orders \$7,292.40	Net Change from Previous Change Orders
Contract Price Prior to this Change Order \$45,917.40	Contract Time Prior to this Change Order
Net Decrease of this Change Order \$2,851.20	Net Increase (Decrease) of Change Order
Contract Price with all Approved Change Orders \$43,066.20	Contract Time with Approved Change
Recommended By:  John Schmeling, Senior Engineering Technician	Approved By: _____ Windscapes

Approved By:


Thomas J. Kaldunski, City Engineer

Approved By:

George Tourville, Mayor

Date of Council Action:

January 28, 2013

**CITY OF INVER GROVE HEIGHTS
CONSTRUCTION PAY VOUCHER**

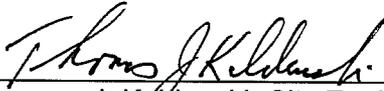
ESTIMATE NO: 3 (Final)
DATE: January 28, 2013
PERIOD ENDING: December 31, 2012
CONTRACT: 2010 Pavement Management Program
PROJECT NO: 2010-09H – South Grove Sod Repair Project

TO: Windscapes
1848 50th Street East, Suite 104
Inver Grove Heights, MN 55077

Original Contract Amount	\$38,625.00
Total Addition (Change Order No. 1)	\$7,292.40
Total Deduction (Final Compensating Change Order No. 2).....	\$2,851.20
Total Contract Amount.....	\$43,066.20
Total Value of Work to Date.....	\$43,066.20
Less Retained (0%).....	\$0.00
Less Previous Payment.....	\$37,112.84
Total Approved for Payment this Voucher.....	\$5,953.36
Total Payments including this Voucher	\$43,066.20

Approvals:

Pursuant to our field observation, I hereby recommend for payment the above state amount for work performed through December 31, 2012.

Signed by:  January 28, 2013
Thomas J. Kaldunski, City Engineer

Signed by: _____ Date _____
Windscapes

Signed by: _____ January 28, 2013
George Tourville, Mayor

Payment Detail List

Contract: CP 2010-09H
 Owner: City of Inver Grove Heights
 Project: South Grove Sod Repair Project

Schedule:
 Description:

Item No.	Item Description	Unit	Estimated Quantity	Quantity To-Date	Contract Unit Price	Total Estimated Cost	Total Contract Cost To-Date
1	Street Sweeper with Pickup Broom	HR	5	5.00	\$135.00	\$ 675.00	\$ 675.00
2	Terraseeding	LS	1	1.000	\$36,450.00	\$ 36,450.00	\$ 36,450.00
3	Water Usage Allowance	LS	1	1.00000	\$1,500.00	\$ 1,500.00	\$ 1,500.00

Schedule A Subtotal: \$ 38,625.00 \$ 38,625.00

Description	Total Estimated Cost	Total Contract Cost To-Date
Sod Replacement	\$ 38,625.00	\$ 38,625.00
Total Base Cost	\$ 38,625.00	\$ 38,625.00

Change Order No. 1	\$ 7,292.40	\$ 4,441.20
Change Order No. 2	\$ (2,851.20)	

Total Contract Amount	\$ 38,625.00	\$ 43,066.20
Contract Work Completed To Date		\$ 43,066.20
Retainage (0%)		\$ -
Previous Payments		\$ 37,112.84
Amount Due This Payment #3		\$ 5,953.36

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

ENGINEER'S REPORT OF FINAL ACCEPTANCE

CITY PROJECT NO. 2010-09H
SOUTH GROVE SOD REPAIR PROJECT

January 28, 2013

TO THE CITY COUNCIL
INVER GROVE HEIGHTS, MINNESOTA

HONORABLE MAYOR AND CITY COUNCIL MEMBERS:

This is to advise you that I have reviewed the work under contract to Windscapes. The work consisted of sod repair by over-seeding.

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	\$38,625.00
CHANGE ORDERS (Addition)	\$4,441.20
FINAL CONTRACT AMOUNT	\$43,066.20
FINAL VALUE OF WORK	\$43,066.20
PREVIOUS PAYMENTS	\$37,112.84
BALANCE DUE	\$5,953.36

Sincerely,



Thomas J. Kaldunski, P.E.
City Engineer

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

**RESOLUTION ACCEPTING WORK OF WINDSCAPES AND AUTHORIZING FINAL PAYMENT IN
THE AMOUNT OF \$5,953.36**

**2010 PAVEMENT MANAGEMENT PROGRAM
CITY PROJECT NO. 2010-09H – SOUTH GROVE SOD REPAIR PROJECT**

RESOLUTION NO. _____

WHEREAS, pursuant to a written contract with the City of Inver Grove Heights dated April 26, 2010, Windscapes has satisfactorily done sod repairs for the 2010 Pavement Management Program, City Project No. 2010-09H – South Grove Sod Repair Project.

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 28th day of January 2013.

AYES:
NAYS:

George Tourville, Mayor

ATTEST:

Melissa Kennedy, Deputy Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Approve Purchase of GPS Surveying

Meeting Date: January 28, 2013
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

SK

	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 approval of purchase of capital equipment included in the 2013 budget as approved by the City Council in December 2012.

SUMMARY

The attached quote from Leica Geosystems presents the cost information for a GPS surveying equipment package approved for replacement in 2013. This purchase is a replacement of the 2006 GPS unit. The GPS system should be upgraded on a 48-month cycle. The funding for this purchase will come from the Technology Fund – Computer Hardware Account No. 606.00.1400.413.80610. The equipment is being purchased via the State of Minnesota Cooperative Purchasing Contract. The prices shown include the sales tax and applicable fees. The package will cost \$13,548.00.

I recommend approval of this capital purchase that will be funded from the Technology Fund. This purchase was reviewed by the Engineering, Technology, and Finance Divisions.

TJK/kf
Attachment: Quote



Leica Geosystems, Inc.
 5051 Peachtree Corners Circle, Suite 250
 Norcross, GA 30092
 Tel: 800 367-9453

Quote Number
 16093

Customer		Dates	
Company: <u>City Of Inver Grove Heights</u>	Address: _____	Quote Issued: <u>December 20, 2012</u>	_____
Contact: <u>Pat Mylan</u>	City: <u>Inver Grove Heights</u>	_____	_____
Email: _____	State: <u>MN</u>	_____	_____
Phone: _____	Zip: _____	_____	_____
Fax: _____	Account: _____	_____	_____

GS 14 State Contract Price

Part Number	Product Description	Quantity	Price	Discounted Price	TOTAL
767907	SPF01. Anti - glare display foils for CS10 or CS15 field controller.	1	\$ 30.00	\$ 24.00	\$ 24.00
733269	GEB211, Lithium-Ion battery, 7.4V/2.2Ah, rechargeable. To be used with CS10/CS15 field controller, GS12 or GS15 receivers.	4	\$ 130.00	\$ 104.00	\$ 416.00
734752	GKL211, Charger BASIC, for Li-Ion batteries GEB221 and GEB211, car adapter cable and net adapter included.	2	\$ 110.00	\$ 88.00	\$ 176.00
773753	GEV235-1, AC/DC-adapter US, for power supply CS15 and CS10.	1	\$ 60.00	\$ 48.00	\$ 48.00
767879	GHT62, Pole holder base plate for CS10 and CS15 field controller.	1	\$ 60.00	\$ 48.00	\$ 48.00
767880	GHT63, Clamp arrangement for attaching the GHT62 holder to all poles.	1	\$ 100.00	\$ 80.00	\$ 80.00
768226	GLS13, telescopic aluminium GNSS pole with 5/8" screw. Snap locks at 1.80m and 2.00m. Includes circular bubble	1	\$ 220.00	\$ 176.00	\$ 176.00
767875	CBC02. DSUB Connector module with Power jack, DSUB 9-pin, USB A Host and USB Mini AB for CS10 and CS15 field controller.	1	\$ 150.00	\$ 120.00	\$ 120.00
795980	GS14 2G & UHF Profesional SmartAntenna	1	\$ 9,500.00	\$ 7,600.00	\$ 7,600.00
767909	SmartWorX Viva license key	1	\$ 700.00	\$ 560.00	\$ 560.00
767915	Reference Line	1	\$ 250.00	\$ 200.00	\$ 200.00
777645	CS RoadRunner Importer Application	1	\$ 0.00	\$ 0.00	\$ 0.00
781599	CS15 3.5 G Field Controller. Ruggedized WinCE field controller with full VGA touch display, 1GB AND Flash Memory, 512MB SDRAM, CF/SD card slot and 2MP camera. Includes Bluetooth, internal WLAN module, 3.5G GSM/UMTS module, QWERTY keypad, stylus. Available with either Lemo connector (CBC01) or DSUB connector module (CBC02).	1	\$ 4,400.00	\$ 3,520.00	\$ 3,520.00
6003680	1 yr Viva GNSS (GS10/15/25+CS+SW) Basic CCP.	1	\$ 725.00	\$ 580.00	\$ 580.00

Sub Total:	\$	13,548.00
Shipping:	\$	0.00
Taxes:	\$	0.00
TOTAL:	\$	13,548.00

Local Sales Tax & Delivery Costs will be added to final invoice

Accepted By: THOMAS J. KALOUSKI, City Engr. Date: 1/14/2013
 Signature: Thomas J. Kalouski

Order Information	
Leica Geosystems, Inc. 2942 Century Place Costa Mesa, CA 92626	Attn: Chris Rotegard Tel: 800-938-0606 Fax: 800-294-1541 - Attn: Rhea Email: chris.rotegard@leica.com

Terms & Conditions
Offer subject to Leica Geosystems terms & conditions, available at: https://portal.leica.com/US_GT-Cs_of_Sales.txt
Full Software License Agreement: http://www.leica-geosystems.com/corporate/en/ndef/igs_3295.htm
Full Standard Warranty: http://www.leica-geosystems.com/corporate/en/support/igs_3434.htm

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

CONSIDER THE 2013 SEASONAL/TEMPORARY COMPENSATION PLAN

Meeting Date: January 28, 2013
 Item Type: Consent
 Contact: JTeppen, Asst City Admin
 Prepared by:
 Reviewed by:

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

PURPOSE/ACTION REQUESTED Consider the proposed 2013 seasonal/temporary employee compensation plan.

SUMMARY City Ordinance provides that the City Council shall approve compensation plans for positions classified by the City each year. This includes seasonal/temporary part-time non-benefited positions.

The City traditionally sets a wage range for seasonal/temporary positions so that there is movement within a range to compensate for varying degrees of experience and education.

The ranges for these positions are based on the prevailing supply of employees within the overall job market and wage trends in the overall job market. There are just a few proposed changes; they are bolded on the attached compensation plan. These proposed changes are due to market rates and the desire to keep our rates competitive with other organizations. The changes are accounted for in budget/s.

The Golf Course classifications (Cart person, Starter and Ranger) have not had an increase since 2007.

Employees are compensated based on related experience, including any certifications that they bring to the position (First Aid, CPR, etc.). An employee may see an increase when they return to the position for a new season, or if they are employed year-round, they may receive an increase based on acquiring additional certifications, or increased levels of responsibility.

The minimum wage is currently \$7.25 per hour.

City of Inver Grove Heights
Temporary/Seasonal Positions

Proposed 2013 Ranges

Cart person	\$7.25 - \$8.00 \$8.50
Starter	\$7.25 - \$11.00 \$11.50
Ranger	\$7.25 - \$11.00 \$11.50
Recreation Instructor	\$7.25 - \$23.50
Recreation Official	\$7.25- \$18.00
Skating Rink Attendant	\$7.25-\$12.00
Gym Supervisor	\$7.25 - \$15.00
Concessionaire	\$7.25-\$13.50
Skate Guard	\$7.25 - \$9.50
Skate Instructor	\$7.25 - \$22.00
Skate Assistant	\$8.00-\$14.00
Fitness Worker	\$9.00 - \$13.00
Fitness Instructor	\$16.50 - \$27.00
Guest Service Worker	\$8.50 - \$12.25
Dance Instructor	\$7.25 - \$22.00
Dance Assistant	\$7.25 - \$15.00
Kids Rock Assistant	\$7.75 - \$10.25
Operations Helper	\$7.25 - \$12.50 \$13.00
Engineering Helper	\$10.00 - \$14.00
Concession Shift Leader	\$10.00- \$14.50
Building Supervisor	\$9.50 - \$13.50
Kids Rock Leader	\$11.00 - \$15.00
Manager on Duty	\$11.00 - \$15.25
Ice Programs Coordinator on-ice	\$22.00 - \$40.00
Child Care Worker	\$7.25 - \$13.00
Pool Attendant	\$8.00- \$11.00
Lifeguard	\$9.50-\$12.50
WSI	\$11.75-\$15.50
Lead Lifeguard	\$10.50-\$14.00
Swim Lesson Manager	\$13.75-\$18.25
Instructor Trainer	\$13.00-\$17.50
Recording Secretary	\$13.00 - \$17.00
Seasonal Recreation Coordinator	\$15.00 - \$20.00
Non-Certified Swim Instructor	\$9.75-\$13.50
Birthday Party Host	\$7.50 - \$10.00
On-Call Clerk	\$14.00 - \$18.00
Ticket Taker	\$7.25 - \$11.00

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

APPROVE 2012 PAY EQUITY REPORT

Meeting Date: January 28, 2013
Item Type: Consent
Contact: JTeppen, Asst City Admin
Prepared by:
Reviewed by:

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

PURPOSE/ACTION REQUESTED Approve the City’s Pay Equity Implementation Report.

SUMMARY The City is due to file a Pay Equity Implementation Report with the Minnesota Department of Employee Relations (DOER) by January 31, 2013. The report details information for 2012, which is the City’s reporting period designated by DOER.

Compliance Report

Jurisdiction: Inver Grove Heights
8150 Barbara Avenue

Report Year: 2013
Case: 1 - 2012 DATA (Private (Jur Only))

Inver Grove Heights MN 55077

Contact: Jenelle Teppen

Phone: (651) 450-2512

E-Mail: jteppen@ci.inver-grove-heights.r

The statistical analysis, salary range and exceptional service pay test results are shown below. Part I is general information from your pay equity report data. Parts II, III and IV give you the test results.

For more detail on each test, refer to the Guide to Pay Equity Compliance and Computer Reports.

I. GENERAL JOB CLASS INFORMATION

	Male Classes	Female Classes	Balanced Classes	All Job Classes
# Job Classes	40	20	3	63
# Employees	91	32	6	129
Avg. Max Monthly Pay per employee	5,640.03	5,182.52		5,503.28

II. STATISTICAL ANALYSIS TEST

A. Underpayment Ratio = 425.00 *

	Male Classes	Female Classes
a. # At or above Predicted Pay	23	18
b. # Below Predicted Pay	17	2
c. TOTAL	40	20
d. % Below Predicted Pay (b divided by c = d)	42.50	10.00

*(Result is % of male classes below predicted pay divided by % of female classes below predicted pay.)

B. T-test Results

Degrees of Freedom (DF) = 121	Value of T = -6.293
-------------------------------	---------------------

- a. Avg. diff. in pay from predicted pay for male jobs = (\$20)
b. Avg. diff. in pay from predicted pay for female jobs = \$304

III. SALARY RANGE TEST = 80.51 (Result is A divided by B)

- A. Avg. # of years to max salary for male jobs = 3.74
B. Avg. # of years to max salary for female jobs = 4.65

IV. EXCEPTIONAL SERVICE PAY TEST = 0.00 (Result is B divided by A)

- A. % of male classes receiving ESP 0.00 *
B. % of female classes receiving ESP 0.00

*(If 20% or less, test result will be 0.00)

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

PERSONNEL ACTIONS

Meeting Date: January 28, 2013
Item Type: Consent
Contact: Jenelle Teppen, Asst. City Admin
Prepared by: Amy Jannetto, H.R. Coordinator
Reviewed by: n/a

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

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

Please confirm the termination of employment of: Katie Ohlhauser, Office Support.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Public Hearing to Consider Establishing a Special Minor Watershed Management Tax District Designated as the Orchard Trail Watershed District

Meeting Date: January 28, 2013
 Item Type: Public 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: Special Tax District Levy, Special Assessments, City Funds

PURPOSE/ACTION REQUESTED

Public Hearing to consider establishing a Special Minor Watershed Management Tax District designated as the Orchard Trail Watershed District.

SUMMARY

The Orchard Trail Watershed District has not been established by the City to date. This action will establish the District per the published notice given in accordance with State Statute 103B. A map of the District is attached.

The feasibility report for City Project No. 2011-15, Orchard Trail Storm Water Improvements was received by City Council on December 10, 2012. The project financing proposes to utilize a storm water special taxing district, special assessments and a City contribution as outlined in the letter from the City's Fiscal Consultant, Ehlers and Associates. State Statutes require that special taxing districts be established by ordinance. As required by State Statute, the proposed improvements are part of the approved local plan.

The proposed ordinance only establishes the Orchard Trail Watershed District as a storm water taxing district in accordance with State Statute 103B.201-103B.251. It does not order the improvement for City Project 2011-15 as per State Statute 103B. This will be considered by the Council under a separate resolution. This action does not order the improvement for City Project No. 2011-15 as a MS 429 project. The action will also be considered under a separate resolution.

Public Works/Engineering recommends adopting the ordinance which establishes the Orchard Trail Watershed District.

The City Council will be conducting three public hearings associated with City Project No. 2011-15 to:

1. Consider establishing the Orchard Trail Special Tax District by Ordinance
2. Consider ordering the MS 103B project by resolution
3. Consider ordering the MS 429 project by resolution

The City Council can open all three public hearings at the same time and conduct the three public hearings concurrently. The City Code allows the Council to adopt its ordinance with one reading following a public hearing on the Ordinance. A copy of the hearing notice is attached.

TJK/kf
 Attachment: Proposed Ordinance
 Attached Watershed District Map

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

ORDINANCE NO. _____

**AN ORDINANCE ESTABLISHING A SPECIAL SUBWATERSHED MANAGEMENT TAX DISTRICT
DESIGNATED AS THE ORCHARD TRAIL SUBWATERSHED DISTRICT PURSUANT TO MINNESOTA
STATUTES SECTIONS 103B.201 TO 103B.251 FOR LAND IN THE CITY OF INVER GROVE HEIGHTS
CONTAINED WITHIN THE LOWER MISSISSIPPI RIVER WATERSHED**

THE CITY COUNCIL OF INVER GROVE HEIGHTS ORDAINS:

SECTION 1. FINDINGS AND PURPOSE. The City of Inver Grove Heights is a member of the Lower Mississippi River Watershed Management Organization (LMRWMO) and certain land within the City of is contained within the Lower Mississippi River Watershed (LMRW) as established by law. Pursuant to Minnesota Statutes, Sections 103B.201 to 103B.251, the City of Inver Grove Heights may by ordinance establish a special subwatershed management tax district in the territory with the watershed for the purpose of paying certain costs authorized by the statutes to be paid. The purpose of this ordinance is to establish a special subwatershed management tax district for that territory within the City of Inver Grove Heights contained within the Orchard Trail Subwatershed District which is one of the subwatershed districts established as part of the LMRW, pursuant to Minnesota Statutes, Sections 103B.201 to 103B.251.

SECTION 2. ESTABLISHMENT OF SPECIAL SUBWATERSHED MANAGEMENT TAX DISTRICT AND DESCRIPTION OF TERRITORY CONTAINED HEREIN. There is hereby established within the corporate boundaries of the City of Inver Grove Heights, a special subwatershed management tax district pursuant to Minnesota Statutes, Sections 103B.201 to 103B.251 for that territory, land and area contained within the Orchard Trail Subwatershed District which is within the LMRW as so delineated on the map filed with the Minnesota Board of Water and Soil Resources pursuant to Minnesota Statute, Section 103B.211, Subdv. 2. The Orchard Trail Subwatershed District herein described, is a subwatershed unit within the meaning of Minnesota Statute 103B.205 and 103B.245. The terms subwatershed district and minor watershed unit, as used in this ordinance, are synonymous. A map of the Subwatershed District is available for public inspection at the Office of the City Engineering Division at the Inver Grove Heights City offices. The territory, land and area constituting the special subwatershed management tax district hereby created are within portions of Sections 16 and 17, Township 27 North, Range 22 West, Inver Grove Heights, Dakota County, MN.

The special subwatershed management tax district, designated as the Orchard Trail Subwatershed District, hereinafter referred to as the Subwatershed District, shall include the following tax parcels within the City of Inver Grove Heights:

SECTION 16, T27N, R22W:

20-55050-01-040
20-55050-01-050
20-55050-01-060
20-55050-01-070
20-55050-02-010
20-55050-02-020
20-55050-02-030
20-55050-02-040
20-55050-02-050
20-55050-03-010
20-55050-03-020
20-55050-03-030

20-55050-04-020
20-55050-04-030
20-55050-04-040
20-55050-04-050
20-55050-04-060
20-55050-04-070
20-55050-04-080
20-55050-04-090
20-55050-04-100
20-55050-04-110
20-55050-05-010
20-55050-05-020

20-55050-05-030
20-55050-06-010
20-55050-06-020
20-55050-01-010
20-55050-01-020
20-55050-01-030

SECTIONS 16 & 17, T27N, R22W:

20-55050-03-040
20-55050-04-010

AND THE FOLLOWING LOTS IN THE RECORDED PLAT IN INVER GROVE HEIGHTS:

All lots in Orchard Trail, except Outlots A, B, C and D, including:

- Lot 1, Block 1, Orchard Trail
- Lot 2, Block 1, Orchard Trail
- Lot 3, Block 1, Orchard Trail
- Lot 4, Block 1, Orchard Trail
- Lot 5, Block 1, Orchard Trail
- Lot 6, Block 1, Orchard Trail
- Lot 7, Block 1, Orchard Trail
- Lot 1, Block 2, Orchard Trail
- Lot 2, Block 2, Orchard Trail
- Lot 3, Block 2, Orchard Trail
- Lot 4, Block 2, Orchard Trail
- Lot 5, Block 2, Orchard Trail
- Lot 1, Block 3, Orchard Trail
- Lot 2, Block 3, Orchard Trail
- Lot 3, Block 3, Orchard Trail
- Lot 4, Block 3, Orchard Trail
- Lot 1, Block 4, Orchard Trail
- Lot 2, Block 4, Orchard Trail
- Lot 3, Block 4, Orchard Trail
- Lot 4, Block 4, Orchard Trail
- Lot 5, Block 4, Orchard Trail
- Lot 6, Block 4, Orchard Trail
- Lot 7, Block 4, Orchard Trail
- Lot 8, Block 4, Orchard Trail
- Lot 9, Block 4, Orchard Trail
- Lot 10, Block 4, Orchard Trail
- Lot 11, Block 4, Orchard Trail
- Lot 1, Block 5, Orchard Trail
- Lot 2, Block 5, Orchard Trail
- Lot 3, Block 5, Orchard Trail
- Lot 1, Block 6, Orchard Trail
- Lot 2, Block 6, Orchard Trail

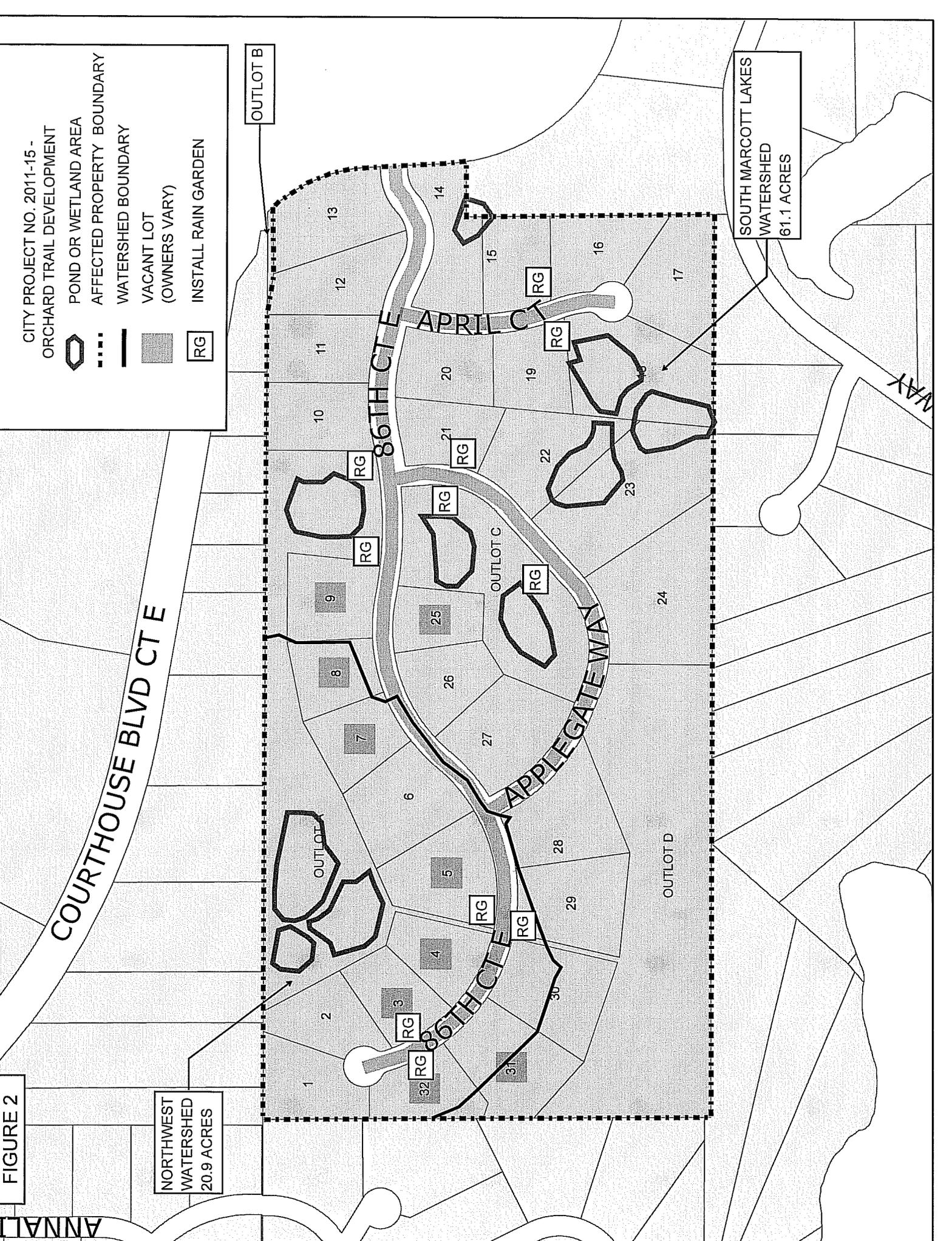
All tax parcels and lots which, in the future, are derived or split from those tax parcels and lots within the Subwatershed District hereby created shall also be deemed to be within the Subwatershed District. All tax parcels and lots which are derived or split from those existing tax parcels and lots outside of the subject Subwatershed District shall also be deemed to be outside of the subject Subwatershed District.

SECTION 3. AUTHORITY TO LEVY TAX. Following the adoption and effective date of the ordinance herein, the City of Inver Grove Heights shall have all the powers and authorities provided by Minnesota Statutes Sections 103B.201 to 103B.251, including, but not limited to: (a) the authority to annually levy a tax on all taxable property in the subject Subwatershed District for the purposes for which the special tax Subwatershed District is established; (b) the authority to issue bonds pursuant to the applicable statutes; (c) ordering improvements described in the capital improvement program of the plans for the Subwatershed District approved and adopted by the LMRWMO and the City.

SECTION 4. PURPOSE OF TAX REVENUE. The tax revenue derived from the special subwatershed management tax district shall be used for the purposes authorized by law including, but not limited to, the following:

- (a) paying the increased costs to the City of Inver Grove Heights of the Subwatershed District with respect to implementing Sections 103B.231 and 103B.235 of the Minnesota Statutes for the Subwatershed District;

FIGURE 2



CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider a Resolution Ordering City Project No. 2011-15 – Orchard Trail Storm Water Improvements as a Water Management Facility Pursuant to Minnesota Statutes 103B.245

Meeting Date: January 28, 2013
 Item Type: Public 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, Special Tax District Levy, City Funds

PURPOSE/ACTION REQUESTED

Consider a resolution ordering City Project No. 2011-15 – Orchard Trail Storm Water Improvements as a Water Management Facility Pursuant to Minnesota Statutes 103B.245.

SUMMARY

The project was initiated by the City Council as part of the City's Capital Improvement Program to complete the required Orchard Trail Improvements following the developer's default. The MS 103B improvement hearing is scheduled on January 28, 2013 in conjunction with two other hearings to be held concurrently. The three public hearings will consider the following: (1) creating a Storm Water Special Tax District by Ordinance, (2) ordering the project per MS 103B, and (3) ordering the project per MS 429. On December 10, 2012, the feasibility report was approved by the City Council. It includes the fiscal plan prepared by Ehlers & Associates to fund the project with a special tax district levy, special assessments and a City contribution.

The feasibility study outlines the storm water improvements which will be done to meet the original requirements of the Orchard Trail Development Agreement. The improvement project will include pond excavation to the original grades, deposition of the dredged material on Outlot A, rain garden and infiltration basin construction, erosion control, restoration, storm sewer repairs and other appurtenances as outlined in the December 10, 2012 feasibility study. A copy of the MS 103B Public Notice is attached for reference. The preliminary special tax district tax levy is attached.

The total estimated project cost is \$314,700. The proposed amount to be funded via special tax district tax levy is \$139,000.

A three-source funding plan was developed after the City Council received property owner input at a study meeting. In addition to the proposed storm water special tax district levy of \$139,000, the funding plan includes a special assessment of \$96,000, and a City contribution of \$79,700.

Public Information Meeting

The public informational meeting for the project was held on January 16, 2013. Information related to the project updates and storm water facility construction was presented by staff and then discussed. A total of eight attendees were present representing residential parcels. General questions and comments related to the project are outlined in the MS 429 agenda item.

I recommend approval of the resolution ordering City Project No. 2011-15 – Orchard Trail Storm Water Improvements as a Water Management Facility Pursuant to Minnesota Statutes 103B.245.

TJK/kf

Attachments: Resolution
 Area map
 Preliminary tax levy
 MS 103B Public Notice

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

**RESOLUTION ORDERING CITY PROJECT NO. 2011-15 – ORCHARD TRAIL STORM WATER
IMPROVEMENTS AS A WATER MANAGEMENT FACILITY PURSUANT TO MINNESOTA STATUTES
SECTION 103B.245**

RESOLUTION NO. _____

WHEREAS, the City has established a special minor watershed management district known as the Orchard Trail Watershed District; and

WHEREAS, the Ordinance establishing the Orchard Trail Watershed District identified City Project No. 2011-15 as a water management facility to be funded by a tax on the land within the watershed district, and

WHEREAS, a resolution passed by the City Council on the 19th day of December 2012 called for a public hearing on the proposed improvement project, 2012 Capital Improvement Program, City Project No. 2011-15 – Orchard Trail Storm Water Improvements; and

WHEREAS, published notice was given pursuant to Minnesota Statute 103B.245, and the hearing was held thereon on the 28th day of January 2013, at which time all persons desiring to be heard were given an opportunity to be heard thereon; and

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

1. Such MS 103B improvement is hereby ordered as proposed in the Council resolution adopted January 28, 2013.
2. The contract for these improvements shall be let no later than two years after the adoption of this resolution.
3. The project shall be funded using a special tax district levy, special assessments, and a City contribution.

Adopted by the City Council of Inver Grove Heights this 28th day of January 2013.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Melissa Kennedy, Deputy Clerk

CITY PROJECT NO. 2011-15-

ORCHARD TRAIL DEVELOPMENT

POND OR WETLAND AREA

AFFECTED PROPERTY BOUNDARY

WATERSHED BOUNDARY

VACANT LOT (OWNERS VARY)

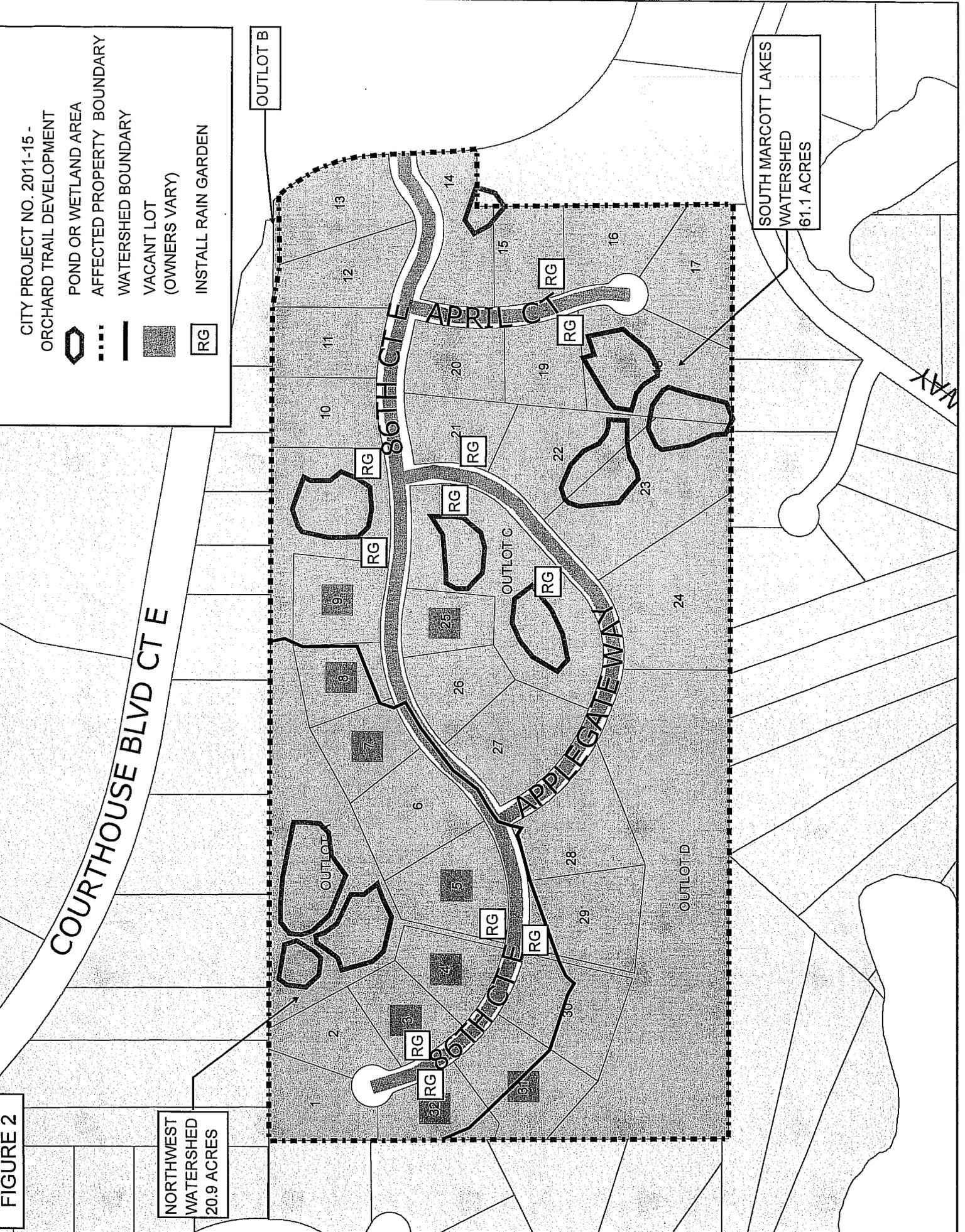
INSTALL RAIN GARDEN

RG

FIGURE 2

NORTHWEST WATERSHED 20.9 ACRES

SOUTH MARCOTT LAKES WATERSHED 61.1 ACRES



Attachment B Proposed Orchard Trail Watershed Management Tax Analysis 12/4/2012

Property Information			Pay 2013		Estimated Tax Capacity				Estimated Annual Watershed Tax					
Map NO	TAX PIN	OWNER LAST NAME	TAXABLE VALUE (See Notes Below)	PAY 2013 TAX CAPACITY	Pay 2015	Pay 2016	Pay 2017	Pay 2018	Pay 2019 through Pay 2024	Pay 2015	Pay 2016	Pay 2017	Pay 2018	Pay 2019 through Pay 2024
1	205505001040	Wegner	513,100	5164	5164	5164	5164	5164	5164	\$ 665	\$ 638	\$ 613	\$ 601	\$ 579
2	205505001050	Smith	509,700	5121	5121	5121	5121	5121	5121	\$ 659	\$ 632	\$ 608	\$ 596	\$ 574
3	205505001060	Purdy	127,800	1278	3987	3987	3987	3987	3987	\$ 513	\$ 492	\$ 473	\$ 464	\$ 447
4	205505001070	MIHM Custom Homes, Inc	127,800	1278	1278	3987	3987	3987	3987	\$ 165	\$ 158	\$ 158	\$ 158	\$ 158
5	205505002010	MIHM Custom Homes, Inc	127,800	1278	1278	3987	3987	3987	3987	\$ 165	\$ 158	\$ 158	\$ 158	\$ 158
6	205505002020	MIHM Custom Homes, Inc	122,200	1222	3987	3987	3987	3987	3987	\$ 513	\$ 492	\$ 473	\$ 464	\$ 447
7	205505002030	Heinsch	122,200	1222	3987	3987	3987	3987	3987	\$ 513	\$ 492	\$ 473	\$ 464	\$ 447
8	205505002040	MIHM Custom Homes, Inc	122,200	1222	1222	3987	3987	3987	3987	\$ 157	\$ 157	\$ 157	\$ 157	\$ 157
9	205505002050	Braun	122,200	1222	1222	3987	3987	3987	3987	\$ 157	\$ 157	\$ 157	\$ 157	\$ 157
10	205505003010	Andrews	593,200	6165	6165	6165	6165	6165	6165	\$ 794	\$ 761	\$ 732	\$ 718	\$ 692
11	205505003020	Castle	390,367	3904	3904	3904	3904	3904	3904	\$ 503	\$ 482	\$ 463	\$ 454	\$ 438
12	205505003030	Ellingson	435,900	4359	4359	4359	4359	4359	4359	\$ 561	\$ 538	\$ 517	\$ 507	\$ 489
13	205505003040	Eschavez	438,700	4387	4387	4387	4387	4387	4387	\$ 565	\$ 542	\$ 521	\$ 511	\$ 492
14	205505004010	Martin	453,300	4533	4533	4533	4533	4533	4533	\$ 584	\$ 560	\$ 538	\$ 528	\$ 509
15	205505004020	LaFrance	394,291	3943	3943	3943	3943	3943	3943	\$ 508	\$ 487	\$ 468	\$ 459	\$ 442
16	205505004030	Riley	551,400	5643	5643	5643	5643	5643	5643	\$ 726	\$ 697	\$ 670	\$ 657	\$ 633
17	205505004040	Neumann	607,300	6341	6341	6341	6341	6341	6341	\$ 816	\$ 783	\$ 753	\$ 738	\$ 711
18	205505004050	Marshall and Iisdley Trust	681,000	7263	7263	7263	7263	7263	7263	\$ 935	\$ 897	\$ 862	\$ 846	\$ 815
19	205505004060	Soule	412,494	4125	4125	4125	4125	4125	4125	\$ 531	\$ 509	\$ 490	\$ 480	\$ 463
20	205505004070	Kryzer	425,300	4253	4253	4253	4253	4253	4253	\$ 548	\$ 525	\$ 505	\$ 495	\$ 477
21	205505004080	Melling	483,900	4839	4839	4839	4839	4839	4839	\$ 623	\$ 598	\$ 574	\$ 563	\$ 543
22	205505004090	Bonfe	455,200	4552	4552	4552	4552	4552	4552	\$ 586	\$ 562	\$ 540	\$ 530	\$ 511
23	205505004100	Skagen	494,400	4944	4944	4944	4944	4944	4944	\$ 637	\$ 610	\$ 587	\$ 576	\$ 555
24	205505004110	Nlemioja	458,200	4582	4582	4582	4582	4582	4582	\$ 590	\$ 566	\$ 544	\$ 533	\$ 514
25	205505005010	Manley Brothers Construction	122,200	1222	1222	1222	1222	1222	1222	\$ 157	\$ 151	\$ 145	\$ 145	\$ 145
26	205505005020	Lorang	407,153	4072	4072	4072	4072	4072	4072	\$ 524	\$ 503	\$ 483	\$ 474	\$ 457
27	205505005030	Martin	642,600	6763	6763	6763	6763	6763	6763	\$ 873	\$ 837	\$ 805	\$ 790	\$ 761
28	205505006010	James and Patricia	122,200	1222	4472	4472	4472	4472	4472	\$ 576	\$ 552	\$ 531	\$ 521	\$ 502
29	205505006020	Klemz	518,300	5229	5229	5229	5229	5229	5229	\$ 673	\$ 646	\$ 621	\$ 609	\$ 587
30	205505001010	Kreitz	407,916	4079	4079	4079	4079	4079	4079	\$ 525	\$ 504	\$ 484	\$ 475	\$ 458
31	205505001020	MIHM Custom Homes, Inc	127,800	1278	1278	1278	1278	1278	1278	\$ 165	\$ 158	\$ 152	\$ 149	\$ 147
32	205505001030	Luhrs	127,800	1278	1278	1278	1278	1278	1278	\$ 165	\$ 158	\$ 152	\$ 149	\$ 147
	Outlet A	Shared Common Area	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -
	Outlet C	Shared Common Area	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -
	Outlet D	Shared Common Area	0	0	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -
Totals			11,645,921	118,001	129,490	135,020	140,438	143,203	148,621	\$ 16,672	\$ 16,672	\$ 16,672	\$ 16,672	\$ 16,672
Tax Rate					0.1288	0.1235	0.1187	0.1164	0.1122					

NOTES

- 1 Taxable values are for Pay 2013.
- 2 Taxable Market Value is less than the assessed market value for owner occupied properties valued at or below \$400,000. For example, an owner occupied home assessed at \$400,000 will have a taxable market value of \$398,700.
- 3 The estimated tax impacts assume no change in assessed or taxable market value. In reality, assessed values change from year to year.

Lot 3, Block 3, Orchard Trail
Lot 4, Block 3, Orchard Trail
Lot 1, Block 4, Orchard Trail
Lot 2, Block 4, Orchard Trail
Lot 3, Block 4, Orchard Trail
Lot 4, Block 4, Orchard Trail
Lot 5, Block 4, Orchard Trail
Lot 6, Block 4, Orchard Trail
Lot 7, Block 4, Orchard Trail

Lot 8, Block 4, Orchard Trail
Lot 9, Block 4, Orchard Trail
Lot 10, Block 4, Orchard Trail
Lot 11, Block 4, Orchard Trail
Lot 1, Block 5, Orchard Trail
Lot 2, Block 5, Orchard Trail
Lot 3, Block 5, Orchard Trail
Lot 1, Block 6, Orchard Trail
Lot 2, Block 6, Orchard Trail

All tax parcels and lots which, in the future, are derived or split from those tax parcels within the Watershed District hereby created shall also be deemed to be within the Watershed District. All tax parcels and lots which are derived or split from those existing tax parcels outside or split from those existing tax parcels outside of the subject Watershed District shall also be deemed to be outside of the subject Watershed District.

Publish: January 13 and 20, 2013 (Southwest Review)

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider a Resolution Ordering the Project, Authorizing and Approving Plans and Specifications for the 2012 Capital Improvement Program, City Project No. 2011-15 – Orchard Trail Storm Water Improvements

Meeting Date: January 28, 2013
 Item Type: Public 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: Special Assessments, Special Tax District Levy, City Funds

PURPOSE/ACTION REQUESTED

Consider a resolution ordering the project, authorizing and approving the plans and specifications, for the 2012 Capital Improvement Program, City Project No. 2011-15 – Orchard Trail Storm Water Improvements as an MS 429 Project.

SUMMARY

The project was initiated by the City Council as part of the City's Capital Improvement Program to complete the required Orchard Trail Improvements following the developer's default. The MS 429 improvement hearing is scheduled on January 28, 2013 in conjunction with two other hearings, to be held concurrently. The three public hearings will consider the following: (1) creating a Storm Water Special Tax District by Ordinance, (2) ordering the project per MS 103B, and (3) ordering the project per MS 429. On December 10, 2012, the feasibility report was approved by the City Council. It includes the fiscal plan prepared by Ehlers & Associates to fund the project with a special tax district levy, special assessments and a City contribution.

The feasibility study outlines the storm water facility improvements which will be done to meet the original requirements of the Orchard Trail Development Agreement. The improvement project will include pond excavation to the original grades, deposition of the dredged material on Outlot A, rain garden and infiltration basin construction, erosion control, restoration, storm sewer repairs and other appurtenances as outlined in the December 10, 2012 feasibility study (attached). A copy of the MS 429 Public Notice is attached for reference. An assessment map and preliminary assessment roll is attached.

The total estimated project cost is \$314,700. The total amount proposed to be assessed is \$96,000. This is a special assessment of \$3,000 per lot. The benefit analysis for the proposed project provides an opinion that \$4,200 could be assessed to each parcel.

A three-source funding plan was developed after the City Council received property owner input at a study meeting. In addition to the proposed special assessment of \$96,000, the funding plan includes a storm water special tax district levy of \$139,000 as a City contribution of \$79,700.

Public Information Meeting

The public information meeting for the project was held on January 16, 2013. Information related to the project updates and storm water facility construction was presented by staff and then discussed. A total of eight attendees were present representing residential parcels. General questions and comments related to the project are outlined as follows:

- Residents noted change in the funding plan. The study from April 2012 had 100% funding from a special tax district levy over 15 years. The City's fiscal consultant updated the funding plan per Council directives to include \$139,000 in special tax district levy (10-year), \$96,000 in special assessments (10-year) and a \$79,700 City contribution. The Council provided these directives because of comments and feedback received from the Orchard Trail residents following discussions at a July 2012 workshop on the draft April 2012 Feasibility Study.

- Questions on the 15-year vs. 10-year pay back could be reviewed by the Council.
- The proposed interest rates on the assessments was lowered to 3% because of the City funding the project internally. Typically rates have been 4.0 to 5.0% in recent projects. Residents asked if there is any interest rate on the special taxing levy? It is proposed to be 3%.
- Residents questioned the water quality benefits of the improvements. Some expressed concern that the City has a high standard for water quality protection. The project as proposed meets the original project requirements, with the addition of one rain garden to compensate for rain gardens not built with existing driveways. The ground water recharged from Orchard Trail flows to Marcott Lakes. The ponds and basins in Orchard Trail will improve the groundwater recharge in the area and this will benefit the developments water supply to their private wells. The storm water features in the proposed project will improve the water quality within the Orchard Trail Watershed and ensure the facilities are sustainable in the long term.
- Is the project eligible for any grants? This has been explored with the Dakota County SWCD. None have been secured.
- Residents asked about schedule and completion. They were informed that the project can be completed in 2013 if the Council orders the project as proposed.
- Questions were raised about the City contribution in funds and in-kind services. They were hoping for more City contribution. We described the in-kind services which covers items such as engineering design, construction inspection, staking, topographic surveys, plan preparation, bidding, project management, assessment rolls and conducting the public hearing.
- The rain garden/infiltration facilities construction prompted questions on the design and a planting palate. Is there a City policy to address resident requested modifications? How would extra costs be covered? We explained our intent to meet with individuals to discuss the features. We will need some Council direction on how to deal with extra costs for items such as retaining walls or landscaping upgrades.
- Maintenance responsibility for the improvements belongs with the City. This is consistent with the original project.

I recommend approval of the resolution ordering the MS 429 project, authorizing and approving the plans and specifications for the 2012 Capital Improvement Program, City Project No. 2011-15 – Orchard Trail Storm Water Improvements.

TJK/kf

Attachments: Resolution
 Area map
 Preliminary assessment roll
 December 10, 2012 Feasibility Study with fiscal plan
 MS 429 Public Notice

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

**RESOLUTION ORDERING IMPROVEMENTS, AUTHORIZING AND APPROVING PLANS AND
SPECIFICATIONS FOR THE 2012 CAPITAL IMPROVEMENT PROGRAM, CITY PROJECT NO. 2011-15 –
ORCHARD TRAIL STORM WATER IMPROVEMENTS**

RESOLUTION NO. _____

WHEREAS, a resolution passed by the City Council on the 19th day of December 2012 called for a public hearing on the proposed improvement project, 2012 Capital Improvement Program, City Project No. 2011-15 – Orchard Trail Storm Water Improvements; and

WHEREAS, published notice was given pursuant to Minnesota Statute 429.031, and the hearing was held thereon on the 28th day of January 2013, at which time all persons desiring to be heard were given an opportunity to be heard thereon; and

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

1. Such MS 429 improvement is hereby ordered as proposed in the Council resolution adopted January 28, 2013.
2. The plans and specifications for City Project No. 2011-15 are hereby authorized and approved.
3. The contract for these improvements shall be let no later than two years after the adoption of this resolution.
4. The project shall be funded using special assessments per MS 429, Storm Water Special Tax District Funds, and a City contribution.

Adopted by the City Council of Inver Grove Heights this 28th day of January 2013.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Melissa Kennedy, Deputy Clerk

CITY PROJECT NO. 2011-15 -

ORCHARD TRAIL DEVELOPMENT

POND OR WETLAND AREA

AFFECTED PROPERTY BOUNDARY

WATERSHED BOUNDARY

VACANT LOT
(OWNERS VARY)

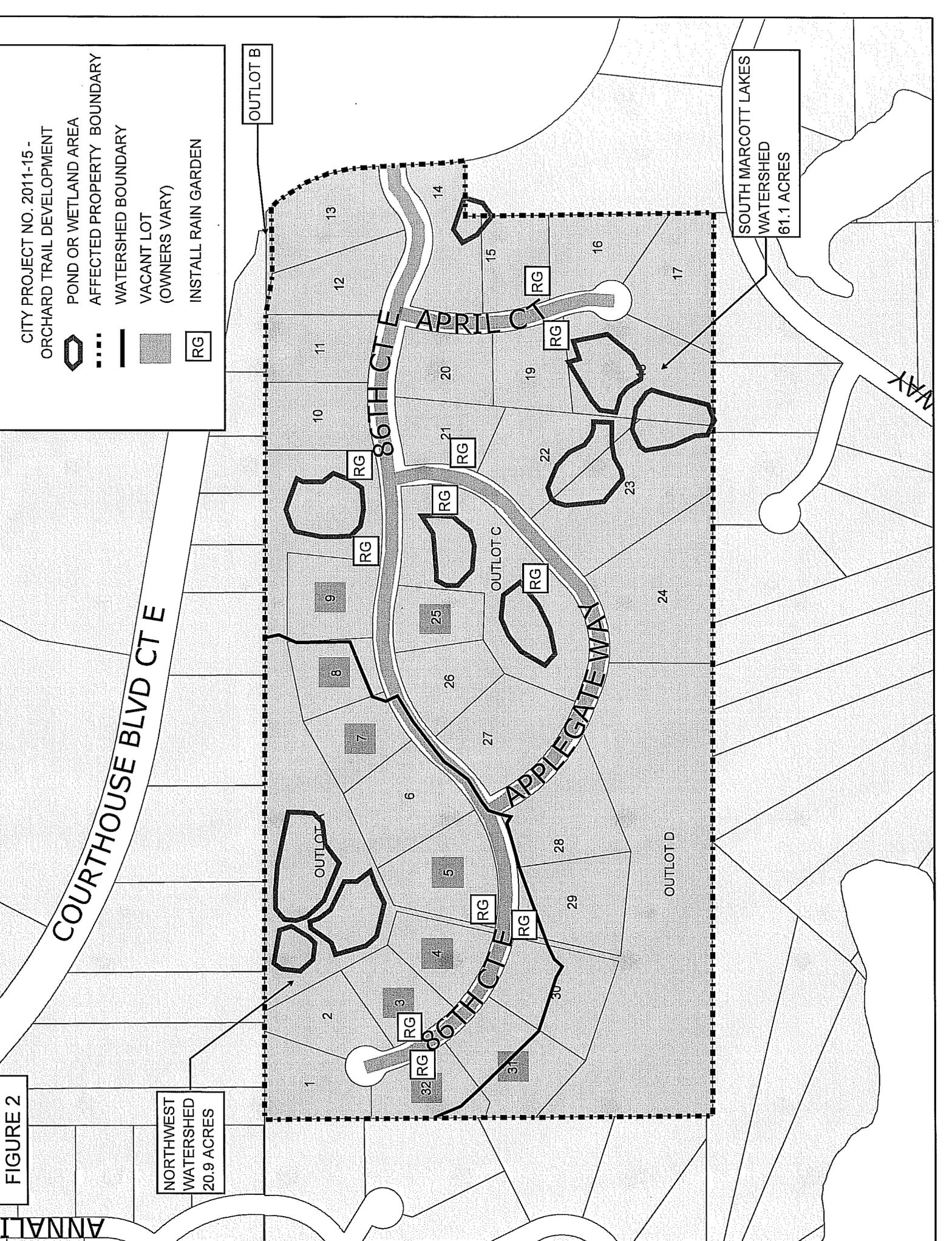
INSTALL RAIN GARDEN



FIGURE 2

NORTHWEST
WATERSHED
20.9 ACRES

SOUTH MARCOTT LAKES
WATERSHED
61.1 ACRES



CITY PROJECT NO. 2011-15 ORCHARD TRAIL STORM WATER IMPROVEMENTS - PRELIMINARY ASSESSMENT ROLL

MAP NO.	PID NO.	OWNER NAME	OWNER ADDRESS	OWNER CITY, STATE	OWNER ZIP	HOUSE NO.	ZIP CODE	PRELIMINARY ASSESSMENT
1	205505001040	PETER & DEANN WAGNER	1532 86TH CT E	INVER GROVE HEIGHTS MN	55077	1532	55077	\$ 3,000.00
2	205505001050	GEOFFREY & LINA SMITH	1541 86TH CT E	INVER GROVE HEIGHTS MN	55077	1541	55077	\$ 3,000.00
3	205505001060	MICHAEL PURDY	1312 KASSON DR	SOUTH ST PAUL MN	55075		55075	\$ 3,000.00
4	205505001070	MIHM CUSTOM HOMES INC.	842 IVY LANE	EAGAN, MN	55123			\$ 3,000.00
5	205505002010	MIHM CUSTOM HOMES INC.	842 IVY LANE	EAGAN, MN	55123			\$ 3,000.00
6	205505002020	MIHM CUSTOM HOMES INC.	842 IVY LANE	EAGAN, MN	55123			\$ 3,000.00
7	205505002030	JOSEPH & MICHELLE HEINSCH	7260 BRITTANY LN	INVER GROVE HEIGHTS MN	55076		55077	\$ 3,000.00
8	205505002040	MIHM CUSTOM HOMES INC.	842 IVY LANE	EAGAN, MN	55123			\$ 3,000.00
9	205505002050	RICHARD BRAUN	2471 ANGELL RD	SUNFISH LAKE, MN	55118			\$ 3,000.00
10	205505003010	CHRIS ANDREWS	1889 86TH CT E	INVER GROVE HEIGHTS MN	55077	1889	55077	\$ 3,000.00
11	205505003020	EDWARD & AMY JUERS	1925 86TH CT E	INVER GROVE HEIGHTS MN	55077	1925	55077	\$ 3,000.00
12	205505003030	CHAD & LANEE ELLINGSON	1967 86TH CT E	INVER GROVE HEIGHTS MN	55077	1967	55077	\$ 3,000.00
13	205505003040	ELOISA ECHAVEZ	2019 86TH CT E	INVER GROVE HEIGHTS MN	55077	2019	55077	\$ 3,000.00
14	205505004010	CASEY & SARA M MARTIN	8618 APRIL CT	INVER GROVE HEIGHTS MN	55077	8618	55077	\$ 3,000.00
15	205505004020	GREGORY & LISA LAFRANCE	8646 APRIL CT	INVER GROVE HEIGHTS MN	55077	8646	55077	\$ 3,000.00
16	205505004030	BENJAMIN & CHRISTY RILEY	8672 APRIL CT	INVER GROVE HEIGHTS MN	55077	8672	55077	\$ 3,000.00
17	205505004040	DONAVAN & ANN NELUMANN	8690 APRIL CT	INVER GROVE HEIGHTS MN	55077	8690	55077	\$ 3,000.00
18	205505004050	MARSHALL & ILSLEY TRUST CO & JANELLE FOX	111 E KILBOURNE STE 200	MILWAUKEE WI	53202	8673		\$ 3,000.00
19	205505004060	JEFFREY & SHANNON SOULE	8649 APRIL CT	INVER GROVE HEIGHTS MN	55077	8649	55077	\$ 3,000.00
20	205505004070	AUSTYN & ERIN KRYZER	1924 86TH CT E	INVER GROVE HEIGHTS MN	55077	1924	55077	\$ 3,000.00
21	205505004080	DANIEL & RACHEL MELLING	1884 86TH CT E	INVER GROVE HEIGHTS MN	55077	1884	55077	\$ 3,000.00
22	205505004090	PETER & VANESSA BONFE	8626 APPELEGATE WAY	INVER GROVE HEIGHTS MN	55077	8626	55077	\$ 3,000.00
23	205505004100	JASON & CATHERINE SKAGEN	8640 APPELEGATE WAY	INVER GROVE HEIGHTS MN	55077	8640	55077	\$ 3,000.00
24	205505004110	MIKKO & ELIZABETH NIEMIOJA	8658 APPELEGATE WAY	INVER GROVE HEIGHTS MN	55077	8658	55077	\$ 3,000.00
25	205505005010	MANLEY BROTHERS CONST INC	14815 ENERGY WAY	APPLE VALLEY MN	55124		55077	\$ 3,000.00
26	205505005020	CURTIS & ROBIN LORANG	PO BOX 2582	INVER GROVE HEIGHTS MN	55076	1742	55077	\$ 3,000.00
27	205505005030	JAMES & REBECCA MARTIN	8691 APPELEGATE WAY	INVER GROVE HEIGHTS MN	55077	8691	55077	\$ 3,000.00
28	205505006010	JAMES & PATRICIA KOLBO	3659 WINDTREE CIRCLE	EAGAN, MN	55123			\$ 3,000.00
29	205505006020	KEVIN & KERRI L KLEMZ	1632 86TH CT E	INVER GROVE HEIGHTS MN	55077	1632	55077	\$ 3,000.00
30	205505001010	JAMES KREITZ & ANNE ROGERS	1604 E 86TH CT	INVER GROVE HEIGHTS MN	55077	1604	55077	\$ 3,000.00
31	205505001020	MIHM CUSTOM HOMES INC.	842 IVY LANE	EAGAN, MN	55123		55077	\$ 3,000.00
32	205505001030	JAMES & KRISTAL LUHRS	4926 BISSET LANE	INVER GROVE HEIGHTS MN	55076		55077	\$ 3,000.00

TOTAL: \$ 96,000.00

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

**NOTICE OF PUBLIC IMPROVEMENT HEARING
2012 IMPROVEMENT PROGRAM**

TO WHOM IT MAY CONCERN:

Notice is hereby given that the City Council of Inver Grove Heights will meet in the City Council Chambers at 8150 Barbara Avenue, Inver Grove Heights, MN at 7:00 p.m. on Monday, January 28, 2013, to hold a public hearing to consider the making of the following improvements in the 2012 Improvement Program.

**CITY PROJECT NO. 2011-15
ORCHARD TRAIL STORM WATER IMPROVEMENTS**

The project includes storm water improvements including pond dredging, slope grading, rain garden installation, erosion control, storm sewer, restoration and appurtenances

Estimated Cost of Improvements: \$314,700.00

Estimated Amount to be Specially Assessed: \$96,000.00

Parcels Proposed to be Assessed or Impacted:

205505001040	205505002050	205505004040	205505005010
205505001050	205505003010	205505004050	205505005020
205505001060	205505003020	205505004060	205505005030
205505001070	205505003030	205505004070	205505006010
205505002010	205505003040	205505004080	205505006020
205505002020	205505004010	205505004090	205505001010
205505002030	205505004020	205505004100	205505001020
205505002040	205505004030	205505004110	205505001030

Said improvements are to be considered pursuant to Minnesota Statutes, Chapters 429, 444, and 469. The improvements are to be specially assessed on an area, unit, or frontage basis, or combination thereof against abutting and non-abutting properties and tributary to said improvements, or served by said improvements. The parcels and areas, as specially described herein, are subject to said special assessments unless otherwise noted. The parcel numbers represent the tax parcel identification numbers. To find your tax parcel number, check your real estate tax statement. The improvements are to be specially assessed on an area, lot, or frontage basis or a combination thereof against abutting and non-abutting properties and tributary to said improvements or served by said improvements.

At the public hearing, the City will have available a reasonable estimate of the impact of the special assessments by providing the anticipated amount of the future special assessment for each parcel proposed to be assessed; this amount will be an estimate only and is subject to change at the time the special assessments for the improvement project are actually levied.

The total estimated cost of the above listed improvements is \$314,700.00. The estimated amount to be specially assessed is \$96,000. Persons desiring to be heard with reference to the proposed improvements will be heard at said time and place of the public hearing. Written or oral objections will be considered at the public hearing.

Melissa Kennedy, Deputy Clerk

Publish: January 13 and 20, 2013 (Southwest Review)

CAROL FETZER – CASE NO. 12-36V

REQUEST FOR COUNCIL ACTION

CITY OF INVER GROVE HEIGHTS

Meeting Date: January 28, 2013
 Item Type: Regular Agenda
 Contact: Allan Hunting 651.450.2554
 Prepared by: Allan Hunting, City Planner
 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 relating to a Variance to allow the construction of a porch addition 7 feet from the side property line whereas 10 feet is required for property located at 2612 Borden Way.

- Requires 3/5th's vote.
- 60-day deadline: February 1, 2013 (first 60-days)

SUMMARY

The applicant is proposing to build a porch addition over an existing deck on the side of the house. The existing deck is seven feet from the property line. The porch would be built the same size of the deck and would not extend any further towards the side property line than what currently exists. An open deck is allowed a setback of up to 5 feet from the side property line. The conversion into a porch requires a minimum of a 10 foot setback.

ANALYSIS

The home is on a corner lot which creates some limitations on where an addition could be placed due to the increased setbacks from both street frontages. The request is a typical residential addition and the property seems to be used in a reasonable manner.

Staff noticed the property is still described as two tax parcels even though the house is constructed over the property line. In order to bring the property into conformance with setbacks from the internal property line, the two lots must be incorporated into one tax parcel before any permits are issued. This process is done administratively and the landowner works directly with Dakota County to combine the two lot descriptions into one tax parcel.

RECOMMENDATION

Planning Staff: Recommends approval of the request with the conditions listed in the attached approval resolution.

Planning Commission: Recommends denial of the request as there were not enough facts present to satisfy the conditions needed to show that a practical difficulty exists (6-2).

Attachments: Variance Approval Resolution
 Variance Denial Resolution
 Planning Commission Recommendation
 Planning Report

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

RESOLUTION NO. 13-XX

**RESOLUTION APPROVING A VARIANCE TO ALLOW A PORCH ADDITION 7 FEET
FROM THE SIDE PROPERTY LINE WHEREAS 10 FEET IS REQUIRED**

**CASE NO. 12-36V
(Carol Fetzer)**

Property located at 2612 Borden Way and legally described as follows:

**Lot 7 and 8, Block 2, Valley Heights Addition, according to the recorded plat, Dakota
County, Minnesota**

WHEREAS, an application has been received for a Variance to allow a porch addition 7 feet from the side property line whereas 10 feet is required;

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

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

WHEREAS, the City of Inver Grove Heights Planning Commission reviewed the request on January 15, 2013 in accordance with City Code Section City Code 10-3-3: C;

WHEREAS, a practical difficulty or uniqueness was found to exist based on the following findings:

- a. The request is not out of character for the neighborhood and is consistent with the Comprehensive Plan.
- b. The request is a typical improvement for a residential property and the three foot encroachment does not appear to have any adverse impacts on the neighboring properties.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that the variance to allow a porch addition 7 feet from the side property line is hereby approved subject to the following conditions:

- 1. The construction of the addition shall be in substantial conformance with the site plan dated 8/27/12 on file with the Planning Department.
- 2. Prior to issuance of a building permit, the landowner shall combine the two parcels into one tax parcel and file with the County.

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

Adopted by the City Council of Inver Grove Heights this 28th day of January, 2013.

George Tourville, Mayor

Ayes:
Nays:

ATTEST:

Melissa Kennedy, Deputy Clerk

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. 13-XX

RESOLUTION DENYING A VARIANCE TO ALLOW A PORCH ADDITION 7 FEET
FROM THE SIDE PROPERTY LINE WHEREAS 10 FEET IS REQUIRED

CASE NO. 12-36V
(Carol Fetzer)

Property located at 2612 Borden Way and legally described as follows:

Lot 7 and 8, Block 2, Valley Heights Addition, according to the recorded plat, Dakota
County, Minnesota

WHEREAS, an application has been received for a Variance to allow a porch
addition 7 feet from the side property line whereas 10 feet is required;

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

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

WHEREAS, the City of Inver Grove Heights Planning Commission reviewed the
request on January 15, 2013 in accordance with City Code Section City Code 10-3-3: C;

WHEREAS, a practical difficulty or uniqueness was NOT found to exist based on the
following findings:

- a. There are other possible locations to add onto the house that do not encroach into the setback. The addition could be reduced by 3 feet to meet the required setback.
- b. The facts of the request do not satisfy the conditions required to show a practical difficulty exists.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that the variance to allow a porch addition 7 feet from the side property line is hereby denied.

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

Adopted by the City Council of Inver Grove Heights this 28th day of January, 2013.

George Tourville, Mayor

Ayes:
Nays:

ATTEST:

Melissa Kennedy, Deputy Clerk

**RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS**

TO: Mayor and City Council of Inver Grove Heights
FROM: Planning Commission
DATE: January 15, 2013
SUBJECT: CAROL FETZER – CASE NO. 12-36V

Reading of Notice

Commissioner Simon read the public hearing notice to consider the request for a variance to construct a porch addition seven feet from the side property line whereas 10 feet is required, for the property located at 2612 Borden Way.

Presentation of Request

Allan Hunting, City Planner, explained the request as detailed in the report. He advised that the applicant would like to construct a screened-in porch on top of an existing deck which is seven feet from the property line. The deck meets the five foot minimum required setback for an accessory structure; however, a covered porch would be considered a principle structure and therefore must meet a ten foot minimum setback from the property line. Staff feels the request is not out of character for the neighborhood, is consistent with the Comprehensive Plan, does not appear to have any adverse impacts on the neighboring properties, and reasonably fits the criteria of the practical difficulty. Staff recommends approval of the request with the two conditions listed in Alternative A.

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

Mr. Hunting replied they had not.

Commissioner Maggi asked if the accessory structure on the property south of the subject property met the required five foot setback.

Mr. Hunting replied it appeared as if it did.

Chair Hark asked for clarification of the proposed screened-in porch location.

Mr. Hunting advised it would be built over the existing deck as indicated in red on the site plan.

Opening of Public Hearing

Jim McDonald, 8785 River Heights Way, advised he was the builder and would be representing the applicant.

Chair Hark asked if the applicant understood and agreed with the conditions listed in the report.

Mr. McDonald replied in the affirmative.

Commissioner Wippermann asked what the dimensions were of the proposed porch.

Mr. McDonald replied approximately 13' x 21'.

Commissioner Simon clarified that prior to the issuance of a building permit the land owner must first combine the two lots into one tax parcel.

Mr. McDonald replied that he understood and would inform the homeowner.

Chair Hark asked if Mr. McDonald was agreeing to that condition as a representative of the homeowner.

Mr. McDonald replied in the affirmative.

Planning Commission Discussion

Commissioner Wippermann stated approval of this request would set a precedent since it would be the first principal structure setback encroachment in the area. He was also concerned that approval of this request would encourage other property owners wanting to build a structure within the setback to first build a deck in order to get it approved. He also felt there was nothing unique to the property to justify the variance.

Commissioner Simon asked if there were any maximum impervious surface issues.

Mr. Hunting replied there were not.

Chair Hark pointed out that the proposed porch was further from the lot line than a portion of the existing deck.

Commissioner Wippermann noted that the deck, however, complied with the ordinance as it only required a five foot setback.

Commissioner Elsmore stated she had not had a chance to go to the property, and asked other Commissioners if the topography of the land would make it difficult to build the porch on the west side of the property.

Commissioner Maggi stated there was a good amount of level ground on the north side of the pool.

Recommendation to City Council

January 15, 2013

Page 3

Planning Commission Recommendation

Motion by Commissioner Scales, second by Commissioner Elsmore, to approve the request for a variance to construct a porch addition seven feet from the side property line whereas 10 feet is required, for the property located at 2612 Borden Way.

Motion failed (3/5 - Maggi, Wippermann, Simon, Lissarrague, and Hark).

Motion by Commissioner Simon, second by Commissioner Wippermann, to deny the request for a variance to construct a porch addition seven feet from the side property line whereas 10 feet is required, for the property located at 2612 Borden Way, due to the lack of a practical difficulty.

Motion carried (6/2 – Elsmore and Scales). This item goes to the City Council on January 28, 2013.

South - Residential; zoned R-1C, single-family; guided LDR, Low Density Residential

VARIANCE REVIEW

City Code Title 11, Chapter 3. **Variations**, states that the City Council may grant variations when they are in harmony with the general purposes and intent of the zoning ordinance and consistent with the comprehensive plan and establishes that there are practical difficulties in complying with the official control. In order to grant the requested variations, City Code identifies criteria which are to be considered practical difficulties. The applicant's request is reviewed below against those criteria.

1. *The variance request is in harmony with the general purpose and intent of the city code and consistent with the comprehensive plan.*

The general intent of this standard is to limit the precedent that could be set if the variance was granted. The area is developed primarily with single family homes. The porch addition would be consistent with residential use of the neighborhood and would be consistent with the Comprehensive Plan. There does not appear, however, to be any other properties with principle structure setback encroachments in the area. The use would still be in harmony with the purpose of the code and comp plan.

2. *The property owner proposes to use the property in a reasonable manner not permitted by the zoning ordinance.*

As staff understands the request, the porch would be constructed over the existing deck. New footings would be required for the increased loads, but the width and distance from the side property line would be the same as what exists today. Converting a deck into a porch is a typical improvement seen on residential properties and thus the property seems to be used in a reasonable manner. The addition would be 7 feet from the property line which falls in between the accessory and principle structure setback. If the existing deck were at the 5 foot setback and a porch was to be constructed with the same setback, that may not be consistent with the intent of the code and that may fall out of the boundaries of property being used in a reasonable manner.

3. *The plight of the landowner is due to circumstances unique to the property not created by the landowner.*

The applicant proposes to construct the addition over the exact dimensions of the existing deck. The new addition would have a three (3) foot encroachment into the required setback. Due to the topography of the lot and design of the house, the existing deck is slightly elevated and it connects to the pool decking in the rear yard. The new addition would continue to blend into the existing decking system.

4. *The variance will not alter the essential character of the locality.*

Staff does not believe this variance would alter the essential character of the locality. The property is a corner lot, so any improvements would be to the rear or side due to the double front yard setback requirements. The new living space would still be approximately 42 feet from the house portion of the structure on the adjoining lot. The garage and attached accessory structure create a buffer between the proposed addition and adjacent house. The proposed addition is a typical type expansion of a home.

5. *Economic considerations alone do not constitute an undue hardship.*

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

ALTERNATIVES

The Planning Commission has the following alternatives for the requested action:

Approval: If the Planning Commission finds the Variance to be acceptable, the Commission has the following options:

A. Approval of the Variance to allow the construction of a porch addition 7 feet from the front property line whereas 10 feet is required subject to the following conditions:

1. The construction of the addition shall be in substantial conformance with the site plan dated 8/27/12 on file with the Planning Department.
2. Prior to issuance of a building permit, the landowner shall combine the two parcels into one tax parcel and file with the County.

Denial: If the Planning Commission does not favor the proposed Variance, the above request should be recommended for denial. With a recommendation for denial, findings or the basis for the denial should be given.

RECOMMENDATION

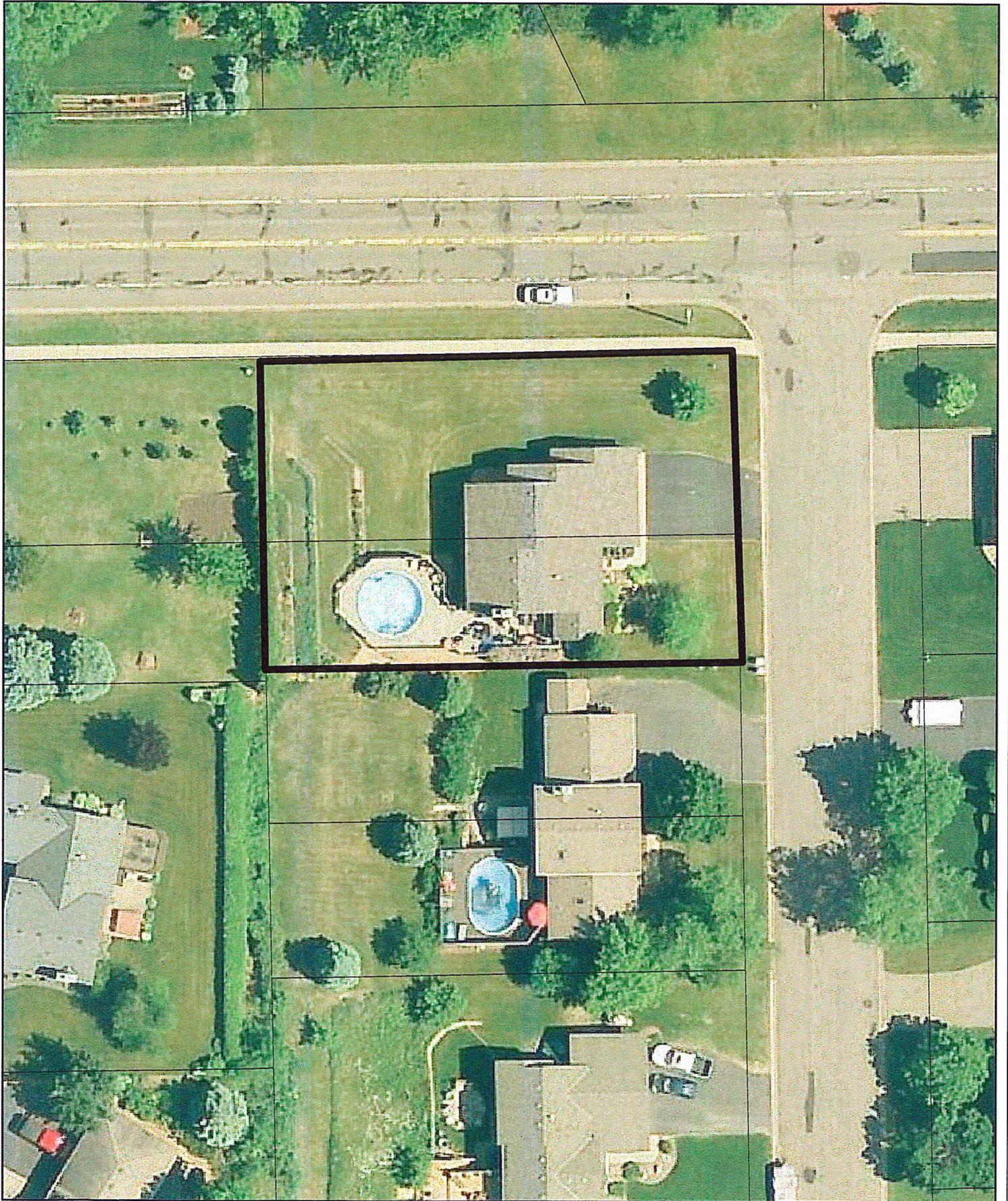
The request is not out of character of the neighborhood and is consistent with the comp plan . The request is a typical improvement for a residential property and the three foot encroachment does not appear to have any adverse impacts on the neighboring properties. Staff recommends approval of the variance.

Attachments: Location Map
 Site Plan
 Applicant Narrative

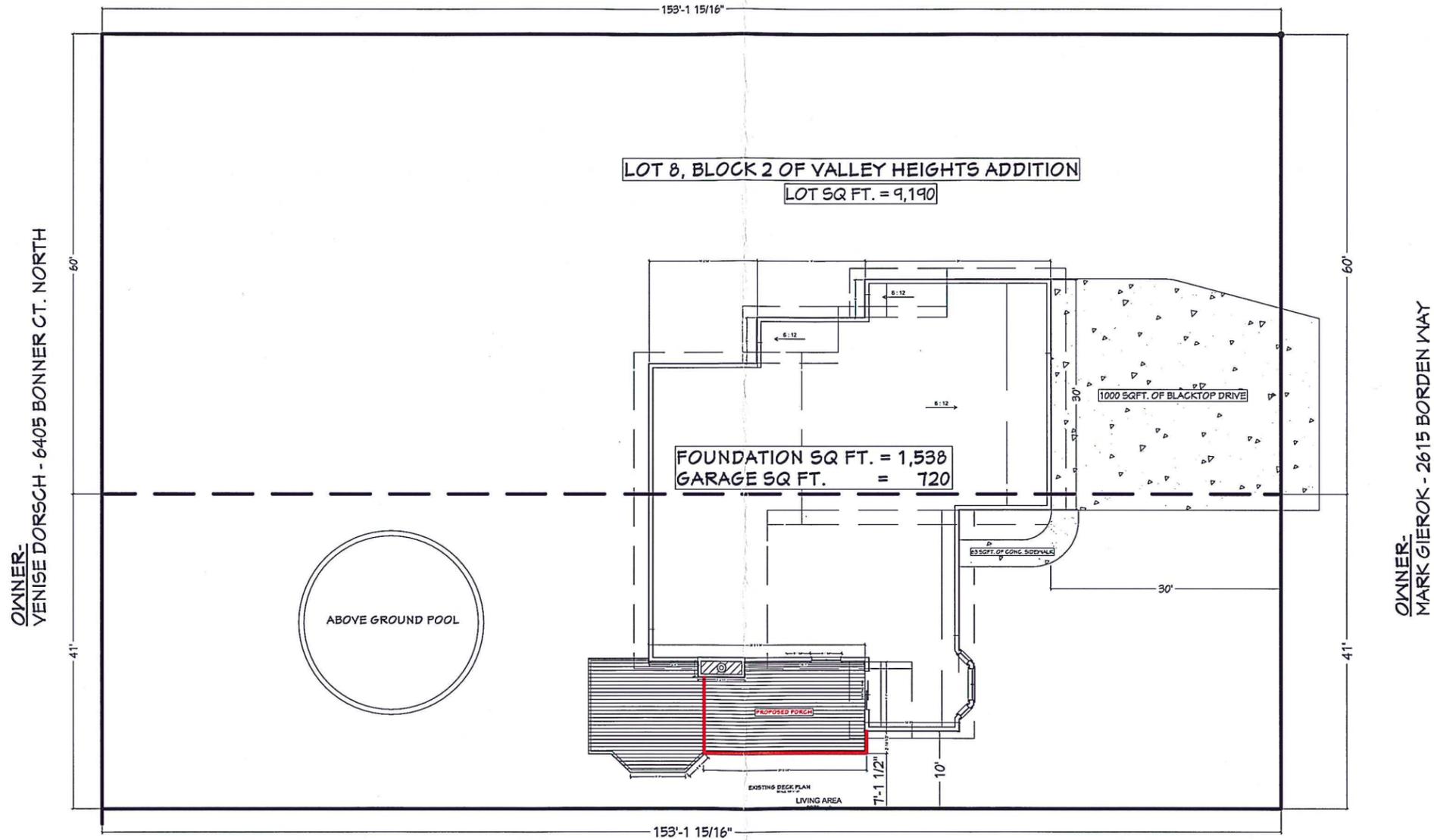


Location Map

Case No. 12-36V



OWNER-
 KEVIN INMAN - 6490 BONNER CT.
 DARLENE NYBERG - 6488 BONNER CT.



OWNER-
 GREGORY & SUSAN MOE - 2620 BORDEN WAY

EXISTING SITE PLAN
 SCALE: 1/8" = 1'-0"



CLIENT:
 CAROL FETZER
 2612 BORDEN WAY
 INNER GROVE HEIGHTS, MN 55076

PROJECT:
 SCREEN PORCH

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DRAWING DATE:
 8-6-12

REVISIONS:
 8-27-12

PROJECT SHEET:
 2 OF 2

To: The City of Inver Grove Heights Planning Department

Variance Rational for the Carol Fetzer residence at 2612 Borden Way, Inver Grove Heights

The owner of the property is requesting a variance to allow a screened-in porch to be put on an existing deck. The existing deck that the new porch will be placed on does not encroach into the side yard setback for decks; however the porch will encroach into the setback for porches by 2'-10 ½" which is still 7'- 1 ½" from the lot line. Due to the fact that the lot rises steeply to the rear and with the practicality of using the existing deck to place the porch, along with the close proximity of the kitchen and eating areas makes the proposed location the only reasonable option. It keeps a number of living functions at one level which is ideal for "aging in place" and for the owner who has polio and difficulty negotiating steps and steep terrain.

The existing home and placement does not allow for a porch large enough for a dining table and reasonable passage for anyone, especially someone who may be using a walker or wheelchair, only 8"-9" wide narrowing to 6'-9" . The neighbor to the east's garage is approximately 15' from the side yard setback and the home is approximately 37' from the side yard setback. There is also a storage shed on the neighbor's property approximately 5' from the lot line. The new porch would be approximately 42' from the neighbor's home so it would no cause a hardship for that neighbor.

The variance would continue to allow the owner to use the home in a reasonable manner and would not alter the essential character of the neighborhood.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

EVAN MOLDE - Case No. 12-39C

Meeting Date: January 28, 2013
 Item Type: Regular
 Contact: Heather Botten 651.450.2569
 Prepared by:  Heather Botten, Associate Planner
 Reviewed by: Planning
 Engineering

Fiscal/FTE Impact:

- | | |
|-------------------------------------|------------------------------------|
| <input checked="" type="checkbox"/> | None |
| <input type="checkbox"/> | Amount included in current budget |
| <input type="checkbox"/> | Budget amendment requested |
| <input type="checkbox"/> | FTE included in current complement |
| <input type="checkbox"/> | Other |

PURPOSE/ACTION REQUESTED

Consider a resolution and related improvement documents for a **Conditional Use Permit** to exceed the impervious surface requirements in the Shoreland Overlay District for a parking lot addition. This request is for the property located at 6240 Carmen Avenue.

- Requires a 4/5ths vote.
- 60-day deadline: February 15, 2013 (first 60 days)

SUMMARY

The applicant currently has an existing tenant located in the industrial building that is expanding its production area. To accommodate the expansion the applicant is adding additional dock doors which would require removal of existing parking spaces. The proposed request is to add a 29 stall parking lot addition on the east side of the property; increasing the impervious surface by 2% for a total of 46%. The property is located in the Shoreland Overlay District for Bohrer Pond (DNR Lake #19-34) which allows 25% impervious surface in a development unless a conditional use permit is approved and the City has approved a stormwater management plan.

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 and the parking lot meets setback and surfacing requirements. The applicant is proposing a grass swale and raingarden along the east side of the property to provide stormwater quality and volume control for the proposed parking facility. The private pond south of the building serves as the stormwater management facility for the pre-existing impervious surface on the site. The applicant is working with the Engineering Department on obtaining final approval of a storm water management plan.

Planning Staff: Based on the information provided and the conditions listed in the attached resolution, staff is recommending **approval** of the Conditional Use Permit to exceed impervious surface in the shoreland district.

Planning Commission: Recommended **approval** of the requests at their January 15, 2013 meeting with the conditions listed in the attached resolutions (8-0).

- Attachments:
- CUP Resolution
 - Improvement Agreement
 - Stormwater Facilities Maintenance Agreement
 - Planning Commission Recommendation
 - Planning Staff Report

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

RESOLUTION NO. _____

**RESOLUTION APPROVING A CONDITIONAL USE PERMIT TO EXCEED THE
IMPERVIOUS SURFACE REQUIREMENTS IN THE SHORELAND OVERLAY DISTRICT
FOR A PARKING LOT ADDITION**

Evan Molde
Case No. 12-39C

WHEREAS, an application for Conditional Use Permit has been submitted for the property located at 6240 Carmen Avenue and legally described as:

**LOTS 1, 2, 8, 9, & 10, BLOCK 2, SOUTHEAST METRO IND PARK, DAKOTA
COUNTY, MINNESOTA**

WHEREAS, the request is to allow up to 46%+/- total impervious coverage on the property, exceeding the maximum impervious coverage allowed on a lot in the shoreland overlay district;

WHEREAS, the aforescribed property is zoned I-1, Limited Industry;

WHEREAS, the underlying zoning district of I-1 does not have an impervious coverage maximum;

WHEREAS, the request was sent to the DNR for review;

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 such as consistency with the Comprehensive Plan, conformity with the Zoning Ordinance and compatibility with adjacent properties, among other criteria, the request meets all of the minimum standards;

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 January 15, 2013;

**IMPROVEMENT AGREEMENT
FOR PROPERTY LOCATED AT
6240 CARMEN AVENUE EAST
INVER GROVE HEIGHTS, MN
LEGALLY DESCRIBED AS
LOTS 9 AND 10, BLOCK 2,
SOUTHEAST METRO
INDUSTRIAL PARK**

**CITY OF INVER GROVE HEIGHTS
IMPROVEMENT AGREEMENT FOR PROPERTY LOCATED
AT 6240 CARMEN AVENUE EAST, INVER GROVE HEIGHTS, MN
LEGALLY DESCRIBED AS LOTS 9 AND 10, BLOCK 2,
SOUTHEAST METRO INDUSTRIAL PARK**

THIS AGREEMENT, made and entered into on the 28th day of January, 2013, by and between the City of Inver Grove Heights, a municipality of the State of Minnesota, (hereinafter called the City), and Developer identified herein.

RECITALS:

WHEREAS, the Developer has applied to the City for approval of the Development Plans.

WHEREAS, in conjunction with the granting of these approvals, the City requires the installation of storm water facilities and landscaping.

WHEREAS, under authority granted to it, including Minnesota Statutes Chapters 412, 429, and 462, the Council has agreed to approve the Development Plans on the following conditions:

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

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

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

NOW, THEREFORE, subject to the terms and conditions of this Improvement Agreement and in reliance upon the representations, warranties and covenants of the parties herein contained, the City and Developer agree as follows:

ARTICLE 1
DEFINITIONS

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

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

1.3 Developer. "Developer" means The Realty Associates Fund VIII LP, a limited partnership under the laws of Delaware, and its successors and assigns.

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

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

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

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

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

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

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

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

- a.) Minnesota Department of Transportation
- b.) Dakota County
- c.) Dakota County Highway Department
- d.) Water Management Organization
- e.) Metropolitan Council

- f.) any other regulatory or governmental agency or entity affected by, or having jurisdiction over the Developer Improvements.

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

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

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

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

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

1.16 Developer Default. "Developer Default" means and includes, individually and collectively, any of the following or any combination thereof:

- a.) failure by the Developer to timely pay the City any money required to be paid under the Improvement Agreement;
- b.) failure by the Developer to timely construct the Developer Improvements according to the Development Plans and the City standards and specifications;
- c.) failure by the Developer to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Improvement Agreement;
- d.) breach of the Developer Warranties.

1.17 Force Majeure. "Force Majeure" means acts of God, including, but not limited to floods, ice storms, blizzards, tornadoes, landslides, lightning and earthquakes (but not including reasonably anticipated weather conditions for the geographic area), riots, insurrections, war or civil disorder affecting the performance of work, blockades, power or other utility failures, and fires or explosions.

1.18 Developer Warranties. "Developer Warranties" means that the Developer hereby warrants and represents the following:

- A. Authority.** Developer has the right, power, legal capacity and authority to enter into and perform its obligations under this Improvement Agreement, and no approvals or consents of any persons are necessary in connection with the authority of Developer to enter into and perform its obligations under this Improvement Agreement.
- B. No Default.** Developer is not in default under any lease, contract or agreement to which it is a party or by which it is bound which would affect performance under this Improvement Agreement. Developer is not a party to or bound by any mortgage, lien, lease, agreement, instrument, order, judgment or decree which would prohibit the execution or performance of this Improvement Agreement by Developer or prohibit any of the transactions provided for in this Improvement Agreement.
- C. Present Compliance With Laws.** Developer has complied with and to the best of its knowledge is not in violation of applicable federal, state or local statutes, laws, and regulations including, without limitation, permits and licenses and any applicable zoning, environmental or other law, ordinance or regulation affecting the Subject Property and the Development Plans and the Developer Improvements; and Developer is not aware of any pending or threatened claim of any such violation.
- D. Continuing Compliance With Laws.** Developer will comply with all applicable federal, state and local statutes, laws and regulations including, without limitation, permits and licenses and any applicable zoning, environmental or other law, ordinance or regulation affecting the Development Plans and the Developer Improvements.
- E. No Litigation.** There is no suit, action, arbitration or legal, administrative or other proceeding or governmental investigation pending, or to the best knowledge of Developer threatened against or affecting Developer or the Subject Property or the Development Plans or the Developer Improvements. Developer is not in

default with respect to any order, writ, injunction or decree of any federal, state, local or foreign court, department, agency or instrumentality.

- F. **Full Disclosure.** None of the representations and warranties made by Developer or made in any exhibit hereto or memorandum or writing furnished or to be furnished by Developer or on its behalf contains or will contain any untrue statement of material fact or omit any material fact the omission of which would be misleading.

- G. **Warranty on Proper Work and Materials.** The Developer warrants all work required to be performed by it under this Improvement Agreement against defective material and faulty workmanship for a period of two (2) years after its completion and acceptance by the City. With respect to matters covered by the warranty, the Developer shall be solely responsible for all costs of performing repair work arising within said two (2) year period required by the City within thirty (30) days of notification.

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

- H. **Obtaining Permits.** The Developer shall obtain in a timely manner and pay for all required permits, licenses and approvals, and shall meet, in a timely manner, all requirements of all applicable, local, state and federal laws and regulations which must be obtained or met before the Developer Improvements may be lawfully constructed.

- I. **Fee Title.** The Realty Associates Fund VIII LP , a Delaware limited partnership, owns fee title to the Subject Property.

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

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

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

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

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

If to Developer: The Realty Associates Fund VIII LP
c/o TA Associates Realty Asset Manager
28 State Street, 10th Floor
Boston, MA 02109

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

ARTICLE 2
APPROVAL OF DEVELOPMENT PLANS

2.1. Approval of Development Plans. The Development Plans are hereby approved by the City.

ARTICLE 3
DEVELOPER IMPROVEMENTS

3.1 Developer Improvements. The Developer shall install, at its own cost, the Developer Improvements in accordance with the Development Plans. The Developer Improvements shall be completed by the dates shown on **Exhibit C**, except as completion dates are extended by subsequent written action of the Director of PWD. Failure of the City to promptly take action to enforce this Improvement Agreement after expiration of time by which the Developer Improvements are to be completed shall not waive or release any rights of the City; the City may take action at any time thereafter, and the terms of this Improvement Agreement shall be deemed to be automatically extended until such time as the Developer Improvements are completed to the City's reasonable satisfaction.

3.2 Ground Material. The Developer shall insure that adequate and suitable ground material shall exist in the areas of public utility improvements to be made by Developer and shall

guarantee the removal, replacement or repair of substandard or unstable material. The cost of said removal, replacement or repair is the responsibility of the Developer.

3.3 Grading/Drainage Plan. The Developer shall construct drainage facilities adequate to serve the Subject Property in accordance with the Development Plans. The grading and drainage plan shall include drainage swales to be sodded, storm sewer, catch basins, erosion control structures and ponding areas necessary to conform with the overall City storm sewer plan. The grading of the site shall be completed in conformance with the Development Plans. In the event that the Developer fails to complete the grading of the site in conformance with the Development Plans by the stipulated date, the City may declare the Developer in default pursuant to Article 11.

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

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

ARTICLE 4 **OTHER PERMITS**

4.1 Permits. The Developer shall obtain all necessary approvals, permits and licenses from the City, the Other Regulatory Agencies, the Utility Companies, and the Prior Easement Holders. Major design requirements of any such entities shall be determined prior to completion and incorporated into the Development Plans. All costs incurred to obtain said approvals, permits and licenses, and also all fines or penalties levied by any agency due to the failure of the Developer to obtain or comply with conditions of such approvals, permits and licenses, shall be paid by the Developer. The Developer shall defend and hold the City harmless from any action

initiated by the Other Regulatory Agencies, the Utility Companies and the Prior Easement Holders resulting from such failures of the Developer.

ARTICLE 5
OTHER DEVELOPMENT REQUIREMENTS

5.1 Miscellaneous Requirements. Any additional requirements for approval of the Development Plans as specified by the Council are incorporated herein, as set forth in **Exhibit D**.

ARTICLE 6
DEVELOPER PUBLIC IMPROVEMENTS

6.1 Approval of Contractors and Engineer. Any contractor or engineer preparing plans and specifications selected by the Developer to design, construct or install any Developer Public Improvements must be approved in writing by the Director of PWD.

6.2 Construction. The construction, installation, materials and equipment related to Developer Public Improvements shall be in accord with the Development Plans. The Developer shall cause the contractors to furnish the PWD a written schedule of proposed operations, subcontractors and material suppliers, at least five (5) days prior to commencement of construction work. The Developer shall notify the City in writing, coordinate and hold a pre-construction conference with all affected parties at least three (3) days prior to starting construction of any Developer Public Improvements.

6.3 Inspection. The PWD or its designated representative shall periodically inspect the work installed by the Developer, its contractors, subcontractors or agents. The Developer shall notify the PWD two (2) working days prior to the commencement of the laying of utility lines, subgrade preparation or any other improvement work which shall be subsequently buried or covered to allow the City an opportunity to inspect such improvement work. Upon receipt of said notice, the City shall have a reasonable time, not to be less than three (3) working days, to inspect the improvements. Failure to notify the City to allow it to inspect said work shall result in the City's right pursuant to Article 11 to withhold the release of any portion of the escrow amount resulting from work being performed without the opportunity for adequate City inspection.

6.4 Faithful Performance of Construction Contracts. The Developer shall fully and faithfully comply with all terms of any and all contracts entered into by the Developer for the installation and construction of all of the Developer Public Improvements; and the Developer shall obtain lien waivers. Within thirty (30) days after Formal Notice, the Developer agrees to repair or replace, as directed by the City and at the Developer's sole cost and expense, any work or materials relating to Developer Public Improvements that within the warranty periods of Section 1.18(G) become defective or damaged in the opinion of the City.

6.5 City Acceptance. The Developer shall give Formal Notice to the City within thirty (30) days once Developer Public Improvements have been completed in accord with this Improvement Agreement and the ordinances, City standards and specifications and the Development Plans. The City shall then inspect the Developer Public Improvements and notify the Developer of any Developer Public Improvements that do not so conform. Upon compliance with this Improvement Agreement and City ordinances, standards and specifications, and the Development Plans, the Developer Public Improvements shall become the property of the City upon Formal Notice of acceptance by the City. After acceptance, the Developer Public Improvements become the property of the City, and the Developer shall have no responsibility with respect to maintenance of the Developer Public Improvements except as provided in Section 1.18(G) and except as provided in the Storm Water Facilities Maintenance Agreement between the City and Developer. If the Developer Public Improvements do not conform, Formal Notice shall be given to the Developer of the need for repair or replacement or, in its discretion, the City may proceed under Article 11.

6.6 Engineering Submittals Required. One (1) copy, on polyester film, of the detailed record plan "as built" drawings of the Developer Improvements shall be provided by the Developer in accord with City standards no later than 90 days after completion and acceptance of the Developer Improvements by the City, unless otherwise approved in writing by the PWD. In addition, final quantity tabulations shall be required, which must include the following items:

1. As built grading plan containing spot elevations prepared and signed by a registered engineer or registered land surveyor, in an electronic format.
2. As built storm water facilities, including any underground facilities.
3. Final as-built information shall be submitted in an electronic format compatible with the City's Geographic Information System (GIS). All information must be on the Dakota County coordinates system. Compatible formats are AUTOCAD 2000 .DWG or .DXF files on compact disk. As-built drawings shall also be scanned and stored as images in .TIFF files on compact disk.

ARTICLE 7 **RESPONSIBILITY FOR COSTS**

7.1 Developer Improvement Costs. The Developer shall pay for the Developer Improvements; that is, all costs of persons doing work or furnishing skills, tools, machinery or materials, or insurance premiums or equipment or supplies and all just claims for the same; and the City shall be under no obligation to pay the contractor or any subcontractor any sum whatsoever on account thereof, whether or not the City shall have approved the contract or subcontract.

7.2 **City Miscellaneous Expenses.** The Developer shall reimburse the City for all reasonable engineering, administrative, legal and other expenses incurred or to be incurred by the City in connection with this Improvement Agreement and Development Plan approval and acceptance and authorization of improvements. Bills not paid within thirty (30) days shall accrue interest at the rate of eight percent per year.

7.3 **Enforcement Costs.** The Developer shall pay the City for costs incurred in the enforcement of this Improvement Agreement, including engineering and reasonable attorneys' fees.

7.4 **Time of Payment.** The Developer shall pay all bills from the City within thirty (30) days after billing. Bills not paid within thirty (30) days shall bear interest at the rate of 8% per year.

ARTICLE 8 **DEVELOPER WARRANTIES**

8.1 **Statement of Developer Warranties.** The Developer hereby makes and states the Developer Warranties.

ARTICLE 9 **CITY WARRANTIES**

9.1 **Statement of City Warranties.** The City hereby makes and states the City Warranties.

ARTICLE 10 **INDEMNIFICATION OF CITY**

10.1 **Indemnification of City.** Provided the City is not in Default under the Improvement Agreement with respect to the particular matter causing the claim, loss or damage, Developer shall indemnify, defend and hold the City, its Council, agents, employees, attorneys and representatives harmless against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties and attorneys' fees, that the City incurs or suffers, which arise out of, result from or relate to:

- a.) breach by the Developer of the Developer Warranties;

- b.) failure of the Developer to timely construct the Developer Improvements according to the Development Plans and the City ordinances, standards and specifications;
- c.) failure by the Developer to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Improvement Agreement;
- d.) failure by the Developer to pay contractors, subcontractors, laborers, or materialmen;
- e.) failure by the Developer to pay for materials;
- f.) failure to obtain the necessary permits and authorizations to construct the Developer Improvements;
- g.) construction of the Developer Improvements;
- h.) delays in construction of the Developer Improvements;
- i.) all costs and liabilities arising because building permits or Certificates of Occupancy were issued prior to the completion and acceptance of the Developer Improvements.
- j.) all costs and liabilities arising because building permits were issued prior to the Developer obtaining the necessary permits and approval from the Minnesota Department of Transportation relating to grading, drainage and stormwater facilities.

ARTICLE 11
CITY REMEDIES UPON DEVELOPER DEFAULT

11.1 City Remedies. If a Developer Default occurs, that is not caused by Force Majeure, the City shall give the Developer Formal Notice of the Developer Default and the Developer shall have thirty (30) days to cure the Developer Default. If the Developer, after Formal Notice to it by the City, does not cure the Developer Default within thirty (30) days, then the City may avail itself of any remedy afforded by law and any of the following remedies:

- a.) the City may specifically enforce this Improvement Agreement;
- b.) the City may suspend any work, improvement or obligation to be performed by the City;

- c.) the City may collect on the irrevocable letter of credit or cash deposit pursuant to Article 12 hereof;
- d.) the City may suspend or deny building permits for buildings within the Subject Property;
- e.) the City may, at its sole option, perform the work or improvements to be performed by the Developer, in which case the Developer shall within thirty (30) days after written billing by the City reimburse the City for any costs and expenses incurred by the City. In the alternative, the City may in whole or in part, specially assess any of the costs and expenses incurred by the City; and the Developer hereby waives any and all procedural and substantive objections to the installation and construction of the work and improvements and the special assessment resulting therefrom, including, but not limited to, notice and hearing requirement and any claim that the special assessments exceed benefit to the Subject Property. The Developer hereby waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

11.2 No Additional Waiver Implied By One Waiver. In the event any agreement contained in this Improvement Agreement is breached by the Developer and thereafter waived in writing by the City, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder. All waivers by the City must be in writing.

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

11.4 Emergency. Notwithstanding the requirement contained in Section 11.1 hereof relating to Formal Notice to the Developer in case of a Developer Default and notwithstanding the requirement contained in Section 11.1 hereof relating to giving the Developer a thirty (30) day period to cure the Developer Default, in the event of an emergency as determined by the Director of PWD, resulting from the Developer Default, the City may perform the work or improvement to be performed by the Developer without giving any notice or Formal Notice to

the Developer and without giving the Developer the thirty (30) day period to cure the Developer Default. In such case, the Developer shall within thirty (30) days after written billing by the City reimburse the City for any and all costs incurred by the City. In the alternative, the City may, in whole or in part, specially assess the costs and expenses incurred by the City; and the Developer hereby waives any and all procedural and substantive objections to the installation and construction of the work and improvements and the special assessments resulting therefrom, including, but not limited to, notice and hearing requirements and any claim that the special assessments exceed benefit to the Subject Property. The Developer hereby waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

ARTICLE 12 ESCROW DEPOSIT

12.1 Escrow Requirement. Prior to the Developer beginning construction of the Developer Improvements and prior to obtaining any building permits, the Developer shall deposit with the City an irrevocable letter of credit, cash deposit or other security acceptable to the City for the amount stated in **Exhibit E**.

All cost estimates shall be acceptable to the Director of PWD. The total escrow amount was calculated as shown on the attached **Exhibit E**. The bank and form of the irrevocable letter of credit, or cash deposit shall be subject to approval by the City Finance Director and City Attorney and shall continue to be in full force and effect until released by the City. The irrevocable letter of credit shall be for a term ending December 31, 2015. In the alternative, the letter of credit may be for a one year term provided it is automatically renewable for successive one year periods from the present or any future expiration dates with a final expiration date of December 31, 2015, and further provided that the irrevocable letter of credit states that at least sixty (60) days prior to the expiration date the bank will notify the City if the bank elects not to renew for an additional period. The irrevocable letter of credit shall secure compliance by the Developer with the terms of this Improvement Agreement. The City may draw down on the irrevocable letter of credit or cash deposit, without any further notice than that provided in Section 11.1 relating to a Developer Default, for any of the following reasons:

- a.) a Developer Default; or
- b.) upon the City receiving notice that the irrevocable letter of credit will be allowed to lapse without renewal or replacement before December 31, 2015.

The City shall use the letter of credit proceeds or cash deposit proceeds to reimburse the City for its costs and to cause the Developer Improvements listed on Exhibit D to be constructed to the extent practicable; if the Director of PWD determines that such Developer Improvements listed on **Exhibit E** have been constructed and after retaining 10% of the proceeds for later

distribution pursuant to Section 12.2, the remaining proceeds shall be distributed to the Developer.

With City approval, the irrevocable letter of credit or cash deposit may be reduced pursuant to Section 12.2 from time to time as financial obligations are paid.

12.2 Escrow Release and Escrow Increase; Developer Improvements.

Periodically, upon the Developer's written request and upon completion by the Developer and acceptance by the City of any specific Developer Improvements, ninety percent (90%) of that portion of the irrevocable letter of credit, or cash deposit covering those specific completed improvements only shall be released. The final ten percent (10%) of that portion of the irrevocable letter of credit, or cash deposit, for those specific completed improvements shall be held until acceptance by the City and expiration of the warranty period under Section 1.18(G) hereof; in the alternative, the Developer may post a bond satisfactory to the City with respect to the final ten percent (10%).

If it is determined by the City that the Development Plans were not strictly adhered to, or that work was done without City inspection, the City may require, as a condition of acceptance, that the Developer post a irrevocable letter of credit, or cash deposit equal to 125% of the estimated amount necessary to correct the deficiency or to protect against deficiencies arising therefrom. The additional irrevocable letter of credit, or cash deposit, shall remain in force for such time as the City deems necessary, not to exceed five (5) years. In the event that work, which is concealed, was done without permitting City inspection, then the City may, in the alternative, require the concealed condition to be exposed for inspection purposes.

ARTICLE 13
MISCELLANEOUS

13.1 City's Duties. The terms of this Improvement Agreement shall not be considered an affirmative duty upon the City to complete any Developer Improvements.

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

13.3 Recording. The Improvement Agreement shall be recorded with the County Recorder and the Developer shall provide and execute any and all documents necessary to implement the recording.

13.4 Binding Agreement. The parties mutually recognize and agree that all terms and conditions of this recordable Improvement Agreement shall run with the Subject Property, and shall be binding upon the successors and assigns of the Developer. This Improvement

Agreement shall also run with and be binding upon any after acquired interest of the Developer in the Subject Property.

13.5 Contract Assignment. The Developer may not assign this Improvement Agreement without the written permission of the Council. The Developer's obligations hereunder shall continue in full force and effect, even if the Developer sells the Subject Property.

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

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

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

13.9 Headings. The subject headings of the paragraphs and subparagraphs of this Improvement Agreement are included for purposes of convenience only, and shall not affect the construction of interpretation of any of its provisions.

13.10 Inconsistency. If the Development Plans are inconsistent with the words of this Improvement Agreement or if the obligation imposed hereunder upon the Developer are inconsistent, then that provision or term which imposes a greater and more demanding obligation on the Developer shall prevail.

13.11 Access. The Developer hereby grants to the City, its agents, employees, officers, and contractors a license to enter the Subject Property to perform all work and inspections deemed appropriate by the City during the installation of Developer Improvements.

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

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

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Melissa Kennedy, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 28th day of January, 2013, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Kennedy 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 on 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

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

Lots 9 And 10, Block 2, Southeast Metro Industrial Park, Dakota County, Minnesota.

EXHIBIT B

LIST OF DEVELOPMENT PLANS

<u>PLAN</u>	<u>DATE OF PLAN PREPARATION</u>	<u>PREPARED BY</u>
1.) Partial Boundary, Location, Topographic And Utility Survey	11-15-12	Larson Engineering, Inc.
2.) Demolition Plan	1-18-13	Larson Engineering, Inc.
3.) Paving, Utility and Dimension Plan	1-18-13	Larson Engineering, Inc.
4.) Grading and Erosion Control Plan	1-18-13	Larson Engineering Inc.
5.) Landscape Plan	1-18-13	Larson Engineering, Inc.
6.) Details	1-18-13	Larson Engineering, Inc.

The above-listed Development Plans were approved by the City Engineer on January 22, 2013.

The Development Plans also include compliance by the Developer with the conditions set forth in that certain memo from Assistant City Engineer, Steve Dodge to City Planner Allan Hunting dated January 3, 2013 regarding Industrial Building Parking Lot Expansion at 6240 Carmen Avenue [Case No. 12-39C] (the "Memo"). The Memo is on file with the City.

EXHIBIT C

DEVELOPER IMPROVEMENTS

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

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

<u>CHECKED</u>	<u>COMPLETION DATE</u>	<u>IMPROVEMENT</u>
X	11/15/13	Site grading, drainage and erosion control
X	11/15/13	Raingarden
X	11/15/13	Drainage Swale
X	11/15/13	Parking Lot
X	11/15/13	Survey As-built Drawings
X	11/15/13	Construction debris clean up

EXHIBIT D

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

- 1.) **CONDITIONS TO BE SATISFIED BEFORE CITY ISSUES A BUILDING PERMIT FOR THE SUBJECT PROPERTY.** Before Developer begins construction of the Developer Improvements and before the City issues a building permit for the Subject Property, all the following conditions must be satisfied:
- a.) Developer must execute this Improvement Agreement.
 - b.) Developer must provide the letter of credit for the amount stated on Exhibit E of this Improvement Agreement.
 - c.) Developer must provide to the City of Inver Grove Heights the cash deposit for the engineering inspection escrow stated on Exhibit E of the Improvement Agreement.
 - d.) Developer must fully pay the City of Inver Grove Heights for all planning, engineering review and legal fees that have been incurred up to the date of this Improvement Agreement; and Developer must further escrow with the City an amount determined by the City of Inver Grove Heights for future planning and engineering review fees and for legal fees, except for such fees as may already otherwise be taken into account in the calculations or engineering inspection escrow made a part of Exhibit E.
- 2.) **CONDITIONS TO BE SATISFIED BY NOVEMBER 15, 2013 FOR THE SUBJECT PROPERTY.** By November 15, 2013, all of the following conditions must be satisfied:
- a.) All of the conditions in paragraph 1 of this Exhibit D have been met.
 - b.) All grading, drainage and erosion control must be completed.
 - c.) The raingarden must be installed.
 - d.) The drainage swale must be installed.
 - e.) The parking lot must be completed.
 - f.) Survey as-built drawings must be provided to the City.
 - g.) Construction debris must be cleaned-up.

- 3.) **CLEAN UP OF CONSTRUCTION DEBRIS ON STREETS AND ADJOINING PROPERTY.** The escrow amount stated on **Exhibit E** shall include an appropriate amount as determined by the Director of Public Works to assure that the Developer removes any construction debris from streets adjoining the Subject Property and from private properties that adjoin the Subject Property. During the construction within the Subject Property the Developer is responsible for removing any construction debris (including construction material and other waste products resulting from construction) that may be blown from the construction site into adjoining private properties or into City streets or that may fall from delivery trucks onto adjoining private properties or City streets. Further, during construction, the Developer must clear the City streets of any dirt or other earthen material that may fall onto the City streets from the delivery trucks that are being used in the excavation and grading of the site.

EXHIBIT E
ESCROW CALCULATION

DEVELOPER IMPROVEMENTS

1.) Site Grading, Drainage and Erosion Control	\$16,000
2.) Raingarden & Drainage Swale	\$6,500
3.) Rock Construction Entrance	\$500
4.) PVC Piping, precast drain	\$2,000
5.) Final Grading / Top Soil Import	\$8,000
6.) Site landscaping, sod and plantings	\$14,245
SUBTOTAL:	\$47,245
<u>MULTIPLIED BY:</u>	x 1.25
EQUALS	\$59,056.25
<u>ESCROW AMOUNT:</u>	\$59,056.25

EXHIBIT E
ESCROW CALCULATION
(Continued)

In addition to the Escrow Amount for Developer Improvements set forth above, the Developer shall also deposit \$4,000 in cash with the City (hereafter "Engineering Escrow Amount") contemporaneously with execution of this Improvement Agreement.

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

Subject to the following paragraph, upon satisfactory completion of the Developer Improvements, the City shall return to the Developer any remaining portion of the Engineering Escrow Amount not otherwise previously charged the Developer.

\$1,500 of this Engineering Escrow Amount shall be retained by the City (hereafter referred to as Escrow Retainage) and this Escrow Retainage shall be available to the City to pay for deficiencies and problems related to grading, drainage and erosion control and landscaping on the Subject Property in the event such problems and deficiencies arise. The City may use the Escrow Retainage to correct any such deficiencies or problems or to protect against further deficiencies or problems.

The City shall return to the Developer any remaining Escrow Retainage when all the following events have occurred:

- a.) all of the landscaping and vegetation has been established to the sole satisfaction of the City.

To the extent the engineering inspection charges or the amount needed to correct the deficiencies and problems relating to grading, drainage, erosion control, or landscaping exceed the initially deposited \$4,000 Engineering Escrow Amount, the Developer is responsible for payment of such excess within thirty (30) days after billing by the City.

STORM WATER FACILITIES MAINTENANCE AGREEMENT

THIS STORM WATER FACILITIES MAINTENANCE AGREEMENT (Agreement) is made, entered into and effective this 28th day of January, 2013, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as City) and The Realty Associates Fund VIII LP, a Delaware limited partnership (hereafter referred to as Landowner and Responsible Owner). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

ARTICLE 1 **DEFINITIONS**

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

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

1.3 Landowner. “Landowner” means The Realty Associates Fund VIII LP, a Delaware limited partnership and its successors and assigns.

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

Any existing or future raingardens and drainage swales lying within the Landowner Property.

1.5 Storm Water Facility Plan. “Storm Water Facility Plan” means that certain _____ Plan prepared by Larson Engineering, Inc. dated January 18, 2013, and approved by the City Engineer on January 22, 2013. The Storm Water Facility Plan is on file with the City.

1.6 Landowner Property. “Landowner Property” means that certain real property located in the City of Inver Grove Heights, Dakota County, Minnesota legally described on Exhibit A.

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

The fee title owner of the property legally described on Exhibit A attached hereto, and the successors and assigns of such fee title owner.

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

1.9 Improvement Agreement. “Improvement Agreement” means that certain Agreement dated January 28, 2013, between the City and Landowner relating to improvements being made by the Landowner to the Landowner Property.

ARTICLE 2 **RECITALS**

Recital No. 1. Landowner owns the Landowner Property.

Recital No. 2. Landowner has requested that the City approve a conditional use permit to exceed the allowed maximum impervious coverage standard to construct a 12,000 square foot parking lot expansion. Landowner has also requested that the City approve the Development Plans identified in the Improvement Agreement for the Landowner Property.

Recital No. 3. The City is willing to approve the conditional use permit if, among other things, Landowner executes this Storm Water Facilities Maintenance Agreement. The City is also willing to approve the Development Plans for the Landowner Property if Landowner executes this Storm Water Facilities Maintenance Agreement.

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

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

- c.) provide the City with right of access over the Landowner Property to access the Stormwater Facilities, when needed.

ARTICLE 3
RESPONSIBILITY FOR MAINTENANCE

3.1 Construction of Storm Water Facilities. Prior to November 15, 2013, Responsible Owner agrees that the Storm Water Facilities shall be constructed and installed in accordance with the Storm Water Facility Plan at the sole expense of Responsible Owner at a location and in a configuration as approved by the City.

3.2 Maintenance of Storm Water Facilities. The Responsible Owner is obligated at its expense to perpetually maintain the Storm Water Facilities in accordance with the Standard of Maintenance set forth in Section 3.3 hereof. The Responsible Owner shall not modify, alter, remove, eliminate or obstruct the Storm Water Facilities for as long as the Storm Water Facilities exist. The Responsible Owner shall also insure that the Storm Water Facilities always remain in compliance with the Storm Water Facility Plan. All entities that fall within the definition of Responsible Owner have the joint and several obligations of the defined Responsible Owner. The responsibility of the Responsible Owner for maintaining the Storm Water Facilities on the Lot exists even though the event or omission which caused the need for maintenance of the Storm Water Facilities may arise on property outside of the Landowner Property.

3.3 Standard of Maintenance. The Responsible Owner must meet the Standard of Maintenance set forth in this Section 3.3.

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

- a. The Standard of Maintenance shall comply with the standards contained in Title 9, Chapter 5 of the Inver Grove Heights City Code (as amended from time to time, by amendment of general applicability); and
- b. The Standard of Maintenance shall comply with the stormwater maintenance standards and bio-retention standards and requirements as set forth in the **NWA Stormwater Manual** (as amended from time to time, by amendment of general applicability). The NWA Stormwater Manual is on file with the City's Director of Public Works. The NWA Stormwater Manual shall apply to the Storm Water Facilities notwithstanding the fact that the Landowner's Property is located outside of the Northwest Area Overlay District; and
- c. The Standard of Maintenance shall comply with the City approved Operations & Maintenance Plan hereafter referenced; and
- d. The Standard of Maintenance shall comply with the 2011 Watershed Management Plan for the Lower Mississippi Watershed Management Organization (LMRWMO) dated August 2011,
- e. The Standard of Maintenance shall include but not be limited to each of the following:

- i.) The Responsible Owner shall monitor the Storm Water Facilities and shall as soon as possible correct any malfunction or deficiency in the operation of such structure so as to ensure that the structure operates in conformance with the design parameters.
- ii.) Responsible Owner must comply with Section IV of the NWA Stormwater Manual which outlines the requirements for the operations and maintenance of Long Term Best Management Practices (BMP's) for storm water facilities. The Responsible Owner must prepare an Operations & Maintenance Plan to show how the Responsible Owner plans to operate and maintain Long Term Best Management Practices for the Storm Water Facilities being constructed on the Landowner Property. The Responsible Owner has submitted a final Operations & Maintenance Plan to the City, attached hereto as **Exhibit B**. The final Operations & Maintenance Plan attached hereto as Exhibit B has been approved by the City. The Responsible Owner and the successors and assigns thereof shall be responsible for following the Operations & Maintenance Plan as approved by the City. The final Operations & Maintenance Plan shall be on file with the City's Director of Public Works.
- iii.) The final Operations & Maintenance Plan shall contain the following information:
 - a. Detailed inspection requirements;
 - b. Inspection and maintenance schedules;
 - c. Contact information for the Responsible Owner;
 - d. As built plans of the Storm Water Facilities;
 - e. A letter of compliance from the designer after construction of the Storm Water Facilities is completed;
 - f. The requirement for an annual report to the City to demonstrate that post construction maintenance is being accomplished per the Operations & Maintenance Plan;
 - g. The GPS coordinates for the Storm Water Facilities shall be provided to the City after construction is completed. Storm Water Facilities smaller than 200 square feet can be located with one GPS coordinate. Storm Water Facilities larger than 200 square feet shall have outlet coordinates and the corners of the Storm Water Facilities located by GPS. The GPS readings shall be provided to the City before the Storm Water Facilities are covered.

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

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

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

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

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

3.6 Certification of Costs Payable With Taxes; Special Assessments. If payment is not made under Section 3.5 by the Responsible Owner with respect to the Landowner Property, the City may certify to Dakota County the amounts due as payable with the real estate taxes for the Landowner Property in the next calendar year; such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility

bills. The Responsible Owner waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Landowner Property.

Further, as an alternate means of collection, if the written billing is not paid by the Responsible Owner, the City, without notice and without hearing, may specially assess the Landowner Property for the costs and expenses incurred by the City. The Responsible Owner hereby waives any and all procedural and substantive objections to special assessments for the maintenance costs including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Landowner Property. The Responsible Owner waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Responsible Owner acknowledges that the benefit from the performance of maintenance tasks by the City to ensure compliance with the Standard of Maintenance equals or exceeds the amount of the charges and assessments for the maintenance costs that are being imposed hereunder upon the Landowner Property. Nothing in this paragraph shall be deemed to impair Responsible Owner's right to dispute the amount assessed as exceeding the usual and customary amounts charged by the City given the task, work, construction or improvement performed by the City to ensure compliance with Section 3.3.

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

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

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

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

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

ARTICLE 4 **CITY'S COVENANTS**

4.1 Approval of Conditional Use Permit and Development Plans. The City agrees that if Landowner executes this Storm Water Facilities Maintenance Agreement and if the other conditions set forth in the Planning Report and Engineering Report relating to the conditional use permit are met, the Council will approve the conditional use permit for the Landowner Property. The City agrees that if Landowner executes this Storm Water Facilities Maintenance Agreement and if the other conditions set forth in the Improvement Agreement for the Landowner Property are met, the Council will approve the Development Plans for the Landowner Property.

4.2 Status of Basin on South Side of Landowner Property. The City has reviewed the private stormwater facility located on the south side of a portion of the Landowner Property (Lots 10 and 11, Block 2, Southeast Metro Industrial Park) and has determined that the private stormwater facility is not a wetland. Further, the City recognizes that the primary function of the private stormwater facility located on the south side of the Landowner Property is to serve as stormwater management for the entire building located on Lots 9, 10, 11 and 12, Block 2, Southeast Metro Industrial Park. The Landowner agrees that it is responsible for maintenance of the private stormwater facility located on the south side of the Landowner Property and acknowledges that the City has no responsibility for maintenance of the private stormwater facility nor does it have an easement over the private stormwater facility.

ARTICLE 5 **MISCELLANEOUS**

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

5.2 Amendment and Waiver. The parties hereto may by mutual written agreement amend this Agreement in any respect. Any party hereto may extend the time for the performance of any of the obligations of another, waive any inaccuracies in representations by another contained in this Agreement or in any document delivered pursuant hereto which inaccuracies would otherwise constitute a breach of this Agreement, waive compliance by another with any of the covenants contained in this Agreement, waive performance of any obligations by the other or waive the

fulfillment of any condition that is precedent to the performance by the party so waiving of any of its obligations under this Agreement. Any agreement on the part of any party for any such amendment, extension or waiver must be in writing. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

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

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

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

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

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

If to Lot Owner: The Realty Associates Fund VIII LP
c/o TA Associates Realty Asset Manager
28 State Street, 10th Floor
Boston, MA 02109

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.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF Landowner and the City have entered into this Agreement on the day and year first stated above.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

Melissa Kennedy, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 28th day of January, 2013, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Kennedy 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 on behalf of said municipality by authority of its City Council and said Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipality.

Notary Public

**LANDOWNER AND RESPONSIBLE OWNER:
THE REALTY ASSOCIATES FUND VIII LP**

By: _____

Its: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2013, before me a Notary Public within and for said County, personally appeared _____, to me personally known, who being by me duly sworn did say that he/she is the _____ of The Realty Associates Fund VIII LP, a Delaware limited partnership and that said instrument was signed on behalf of The Realty Associates Fund VIII LP by the authority of its partner and said _____ acknowledged said instrument to be the free act and deed of the limited partnership.

Notary Public

THIS INSTRUMENT DRAFTED BY:

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

AFTER RECORDING PLEASE

RETURN TO:

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

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER PROPERTY

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

Lots 9 And 10, Block 2, Southeast Metro Industrial Park, Dakota County, Minnesota.

EXHIBIT B
FINAL OPERATIONS & MAINTENANCE PLAN

6240 CARMEN AVENUE
PARKING LOT EXPANSION
Preliminary Operations & Maintenance Plan

1. INSPECTION

Inspection of the storm water facilities shall be performed as outlined in Table 1.1 below. An annual inspection form shall be submitted to the City by January 1st of each year to demonstrate that post construction maintenance is being accomplished per this Operations & Maintenance Plan.

Table 1.1 – INSPECTION ACTIVITIES

INSPECTION ACTIVITY	RECOMMENDED INSPECTION FREQUENCY	OUTCOMES/ACTIONS
1. Visual inspection for trash/debris at inlet/outlet and catch basins	Annually and following large rain events	Notify maintenance staff/contractor of need for removal (see Maintenance Activity 1)
2. Erosion at inlet	Annually and following large rain events	Notify maintenance staff/contractor of need for repairs (see Maintenance Activity 2)
3. Sediment accumulation in bio-filtration basin and swale area	Annually and following large rain events	Notify maintenance staff/contractor of need for sediment removal when drainage capacity is reduced (see Maintenance Activity 3)
4. Sediment accumulation at inlet, outlet, in underground pipes and catch basins	Annually and following large rain events	Notify maintenance staff/contractor of need for sediment removal (see Maintenance Activity 4)
5. Inspect structural components of inlet and outlet structures	As part of inspection visits	Notify maintenance staff/contractor of observed structural damage, loose or missing parts, blockages of inlets/outlets, etc. (see Maintenance Activity #5)

2. MAINTENANCE

Maintenance of the storm water facilities shall be performed as outlined in table 2.1 below. An annual inspection form shall be submitted to the City by January 1st of each year to demonstrate that post construction maintenance is being accomplished per this Operations & Maintenance Plan.

Table 2.1 – MAINTENANCE ACTIVITIES

MAINTENANCE ACTIVITY	FREQUENCY	PROCEDURE	MAINTENANCE DONE BY
1. Trash and debris removal from inlet, outlet, and catch basins	When present based on inspection	Remove trash and/or debris	Property Owner unless designated
2. Erosion repair	As needed per inspection	Repair eroded areas and re-vegetate as necessary	Property Owner unless designated
3. Sediment removal from bio-filtration basin and swale	When dead storage capacity is reduced by 50%	Remove sediment and restore bio-filtration basin and swale to capacity	Property Owner unless designated
4. Sediment removal from inlet, outlet, in underground pipes and catch basins	When depth exceeds 3"	Remove sediment as necessary	Property Owner unless designated
5. Clean/fix structural components	As needed per inspection	Dependent on the type of damage; repair components per manufacture's recommendations	Property Owner unless designated

3. RESPONSIBLE OWNER

Contact information for the responsible owner:

Alexander Leuthner
 Cushman & Wakefield / Northmarq
 3500 W. American BLVD., Suite 200
 Minneapolis, MN 55431
 alexander.leuthner@cushwakenm.com
 952.893.8889

EXHIBIT C
ANNUAL INSPECTION FORM

CITY OF INVER GROVE HEIGHTS NPDES INSPECTION PROGRAM

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

MAINTENANCE PERFORMED:			
SIGNED:		DATE:	

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

**RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS**

TO: Mayor and City Council of Inver Grove Heights
FROM: Planning Commission
DATE: January 15, 2013
SUBJECT: **EVAN MOLDE – CASE NO. 12-39C**

Reading of Notice

Commissioner Simon read the public hearing notice to consider the request for a conditional use permit to exceed the impervious surface requirements in a shoreland district, for the property located at 6240 Carmen Avenue. 14 notices were mailed.

Presentation of Request

Heather Botten, Associate Planner, explained the request as detailed in the report. She advised that the applicant currently operates in a portion of the building and would like to expand their business. In doing so the applicant would add additional dock doors which would require removal of some of the existing parking. The proposed request is to add additional impervious surface for a 29 stall parking lot addition on the east side of the property. The property is located in a Shoreland Overlay District which allows 25% impervious surface in a development unless a conditional use permit (CUP) is approved. The applicant is requesting a CUP to add an additional 2% of impervious surface that would increase the total to 46%. The applicant is proposing a grass swale and a bio-filtration basin to treat the stormwater runoff and is working with the City on obtaining final approval of a storm water management plan. Ms. Botten noted that a similar request was approved on this property in 2009 for a different tenant; that impervious surface addition was never constructed and the CUP has since expired. This request was sent to the DNR for review; however, they have not yet sent a response and staff does not anticipate they would have any issues. Staff received only one inquiry from a neighbor who had general questions and did not state any concerns. Staff recommends approval for the request with the six conditions listed in Alternative A.

Chair Hark asked if the previous request was for a 2% impervious surface increase.

Ms. Botten replied it was for a 1% increase.

Commissioner Wippermann asked if a bio-filtration basin was similar to a rain garden.

Mr. Botten replied in the affirmative.

Commissioner Elsmore asked if a DNR response was required.

Mr. Botten replied it was not.

Chair Hark asked which conditions pertained to the stormwater and grading requirements.

Ms. Botten replied basically all the conditions.

Chair Hark asked if staff felt the conditions were adequate.

Ms. Botten replied in the affirmative.

Opening of Public Hearing

Evan Molde, 3035 Kimberly Lane, stated he represented the owner of the building.

Ted Carlson, Edina, stated he represented the tenant for this request.

Chair Hark asked Mr. Molde if he understood and agreed with the conditions listed in the report.

Mr. Molde replied in the affirmative.

Commissioner Simon asked what the tenant manufactured.

Mr. Carlson replied that Sportsman's Guide was an online catalog retailer for sporting goods.

Chair Hark asked if the business had a retail component to it.

Mr. Carlson replied it did not.

Planning Commission Recommendation

Motion by Commissioner Wippermann, second by Commissioner Gooch, to approve the request for a conditional use permit to exceed the impervious surface requirements in the Shoreland District, for the property located at 6240 Carmen Avenue, with the six conditions listed in the report.

Motion carried (8/0). This item goes to the City Council on January 28, 2013.

EVALUATION OF THE REQUEST

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

North	Industrial; zoned I-1; guided Industrial Office Park
East	Industrial; zoned I-1; guided Industrial Office Park
South	Industrial; zoned I-1; guided Industrial Office Park
West	Multi-family and Industrial; zoned R-3C/I-1; guided IOP and Medium Density Residential

SITE PLAN REVIEW

Access. Access to the site would not be changing. There is one main access on the west side of the property along Carmen Avenue. There is also a fire lane along the north property line.

Parking Lot. The proposed parking lot would be bituminous. The project meets setbacks and surfacing requirements.

Impervious surface. The underlying zoning district of I-1, Limited Industry, does not have an impervious surface maximum. The property currently has about 44% impervious surface, which includes the building, parking lot, and fire lane. The applicant is proposing to add about 12,080 square feet of impervious surface, increasing the total to 46% impervious cover.

Engineering. The parking lot expansion would be adding to the impervious surface on the property. The Engineering Department has reviewed the plans and is working with the applicant on stormwater and grading requirements. Engineering has made recommendations on conditions that are included at the end of this report. The applicant shall continue to work with the City to secure final approval of the construction drawings.

Fire Marshal Review. The Fire Marshal had no concerns regarding the proposed parking lot.

CONDITIONAL USE PERMIT TO EXCEED 25% IMPERVIOUS SURFACE

The site is located in the shoreland overlay district for Bohrer Pond (DNR Lake #19-34). Impervious surface coverage is limited to 25% of the development in the shoreland overlay district. This may be increased, provided the city has approved and implemented a storm water management plan affecting the subject site and a conditional use permit permitting an increase has been granted.

Existing impervious surface on the lot is about 44%. The new impervious surface would increase this percentage to 46%. The applicant is proposing a grass swale and a bio-filtration basin to treat the stormwater runoff. They are working with the City on obtaining final approval of a storm water management plan.

Section 10-3A-5 of the Zoning Regulations lists criteria to be considered with all conditional use permit requests. This criterion generally relates to the Comprehensive Plan and Zoning consistency, land use impacts such as setbacks, drainage, and aesthetics, environmental impacts, and public health and safety impacts. The proposed conditional use permit meets the above criteria. The applicant has agreed to comply with the storm water treatment conditions, which help maintain the drainage and storm water runoff on the applicant's property.

DNR REVIEW

The request was sent to the DNR for review. The City has not yet received a response. In 2009, a similar request was sent to them and they did not have any concerns with the proposed request with its proximity to Bohrer Pond; staff is anticipating a similar response.

ALTERNATIVES

The Planning Commission has the following actions available for the proposed requests:

- A. Approval. If the Planning Commission finds the application to be acceptable, the Commission should recommend approval of the requests with at least the following conditions:
- Approval of the Conditional Use Permit to exceed the maximum impervious surface allowed in the shoreland overlay district subject to the following conditions:
 1. The site shall be developed in substantial conformance with the following plans on file with the Planning Division except as modified herein
Plan Set dated 01/09/13
 2. A storm water facilities maintenance agreement shall be prepared by the City Attorney and executed by both the City and the property owner to ensure long term maintenance of the facilities.
 3. An improvement agreement shall be prepared by the City Attorney and executed by both the City and the property owner prior to any work being done on the site.
 4. Prior to any work being done on the site, an Engineering cash escrow and letter of credit shall be submitted to the City to ensure the proper construction of the improvements and to review the drainage modeling.
 5. The developer shall meet all the conditions outlined in the City Engineers review letters and subsequent correspondence. Prior to commencement of any

grading, the final grading, drainage and erosion control, and utility plans shall be approved by the City Engineer.

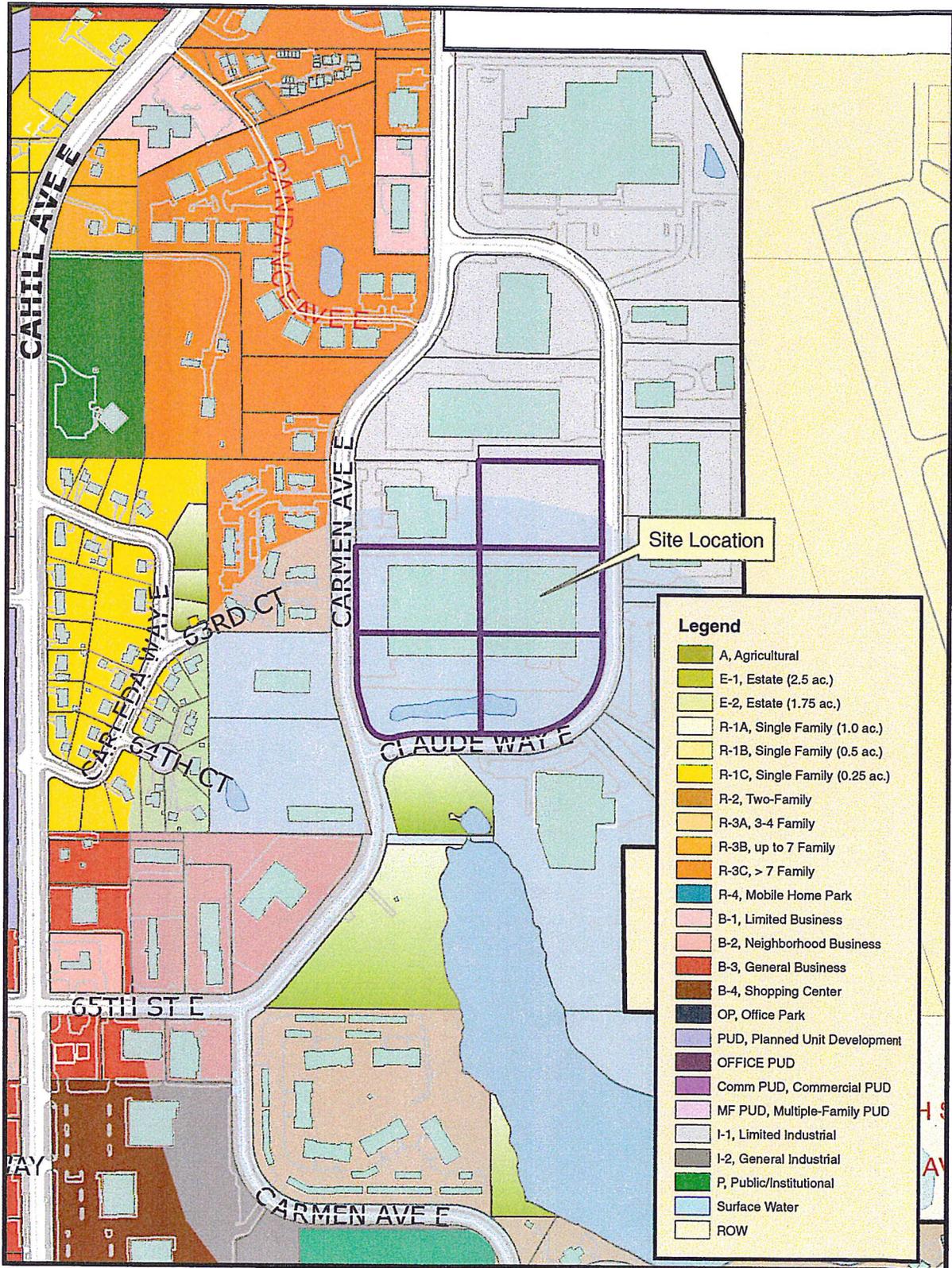
6. All final development plans shall be subject to the review and approval of the City Fire Marshal.

B. Denial. If the Planning Commission does not favor the proposed application the above requests 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 Conditional Use Permit to exceed impervious surface in the shoreland district.

Attachments: Exhibit A –Zoning Map
Exhibit B– Narrative
Exhibit C- Site Plan
Exhibit D- Landscape Plan



Legend

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



Exhibit A
Zoning Map



*Parking Lot Expansion
6240 Carmen Avenue*

SUMMARY OF STORMWATER RUNOFF

This project will consist of the construction of a 30 stall parking lot addition on the east side of the existing building, with a grass swale and a bio-filtration basin on site to treat the stormwater runoff from the new impervious areas.

The existing area is currently grass covered turf between the existing building and Claude Way East. Currently the storm water runoff sheet flows to Claude Way East or overland to the south into an onsite depression where the water infiltrates. The existing site contains primarily type D soils (lean clay, sandy lean clay) with very low infiltration rates.

The proposed parking lot runoff will sheet flow across the bituminous surface to the flush curb. The runoff will sheet flow off of the curb into a proposed grass swale. The swale will serve as pretreatment as the water makes its way to the north bio-filtration basin. A 4" perforated pipe and an 8" standpipe will serve as water quantity control for stormwater leaving the bio-filtration basin into the City system. When the bio-filtration basin is at capacity, a high point at the south end of the swale will serve as the overflow, directing runoff along the proposed drive into the existing onsite depression at the south end of the property.

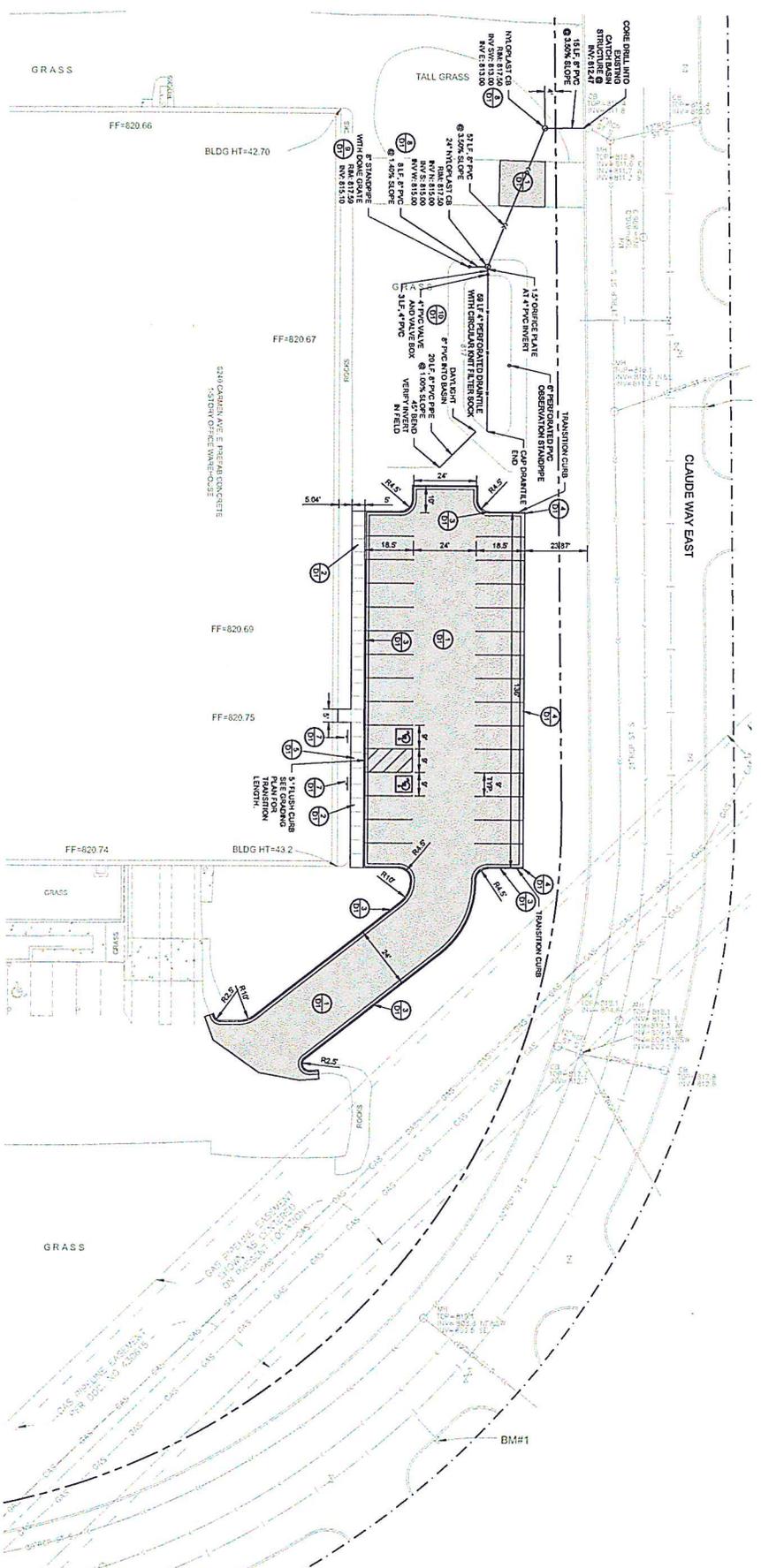
Water Quality Summary

Bio-Filtration Basin Design:
New Impervious Area = 12,080sf
Volume to be infiltrated = 1,007 cubic feet (1.0" x impervious area)
Bio-Filtration Basin volume to emergency overflow = 2,371cf

Water Quantity Summary

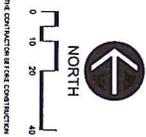
EVENT	EXISTING RUNOFF RATE RATE (cfs)	PROPOSED RUNOFF RATE RATE (cfs)
2 YEAR	1.21	1.18
10 YEAR	2.94	2.86
100 YEAR	4.89	4.66

12/11/2011 10:58:23 AM
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SYMBOL LEGEND

[Symbol]	NEW 3" BRILLIANT PAVEMENT OVER EXISTING PAVEMENT
[Symbol]	NEW 3" BRILLIANT PAVEMENT OVER EXISTING PAVEMENT
[Symbol]	NEW 4" CONCRETE PAVEMENT OVER EXISTING PAVEMENT
[Symbol]	NEW 4" CONCRETE PAVEMENT OVER EXISTING PAVEMENT
[Symbol]	WHERE APPLICABLE, DIMENSIONS ARE FROM CURB TO END OF STALL LINE



ALL DIMENSIONS AND CONDITIONS SHOWN ARE TO BE CONSIDERED BY THE CONTRACTOR AT THE CONSTRUCTION.

<p>Project Title: PARKING LOT EXPANSION 6240 CARMEN AVENUE INVER GROVE HEIGHTS, MN</p>	<p>Client: CUSHMAN & WAKEFIELD/NORTHMARQ 3500 W. AMERICAN BLVD., SUITE 200 MINNEAPOLIS, MN 55431</p>
<p>Design: 12/11/12 12/11/12 12/11/12 12/11/12</p>	<p>Checked By: M.W./SM Date: 12/11/12</p>
<p>Drawn By: M.W./SM Date: 12/11/12</p>	<p>Scale: 1/8" = 1'-0"</p>

Larson Engineering, Inc.
 3524 LaBore Road
 17500 Cedar Lake, MN 55110
 651.481.9100 (T) 651.481.9201
 www.larsonengr.com

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C2
 4 of 7

Handwritten mark resembling a stylized 'C' or '2'.

HALLBLADE TRAILER SALES

REQUEST FOR COUNCIL ACTION

CITY OF INVER GROVE HEIGHTS

Meeting Date: January 28, 2013
Item Type: Regular Agenda
Contact: Allan Hunting 651.450.2554
Prepared by: Allan Hunting, City Planner
Reviewed by:

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Consider a Resolution relating to an Appeal of a staff zoning interpretation pertaining to allowing an outdoor retail sales lot on the property located south of Tractor Supply:

- Requires 3/5th's vote.
- 60-day Deadline: N/A

The applicant proposes to utilize the vacant land south of Tractor Supply as a location for a trailer sales retail sales lot. The property is governed by a separate land use agreement that was approved in 2005. The agreement contains a list of allowed and prohibited uses. The applicant contends that the use is similar to "retail, general" with outdoor storage which is listed in the agreement. Staff contends that the use as proposed is considered an open sales lot with outdoor storage, which is not listed as an allowed use in the agreement. The attached planning report provides further background detail including; development potential analysis, tax valuation analysis and past council minutes on the creation of the agreement and Arbor Pointe PUD changes.

The Planning Commission recommended that Council interpret the agreement such that the proposed use is similar to "retail, general" with "outdoor storage" (on a 5-3 vote) for the following reasons:

- Use is similar to a general retail operation
- Use is similar to Tractor Supply and their outdoor display, storage area
- Property has been vacant for some time
- Use is a destination use which will bring more people to the area

Staff recommends that the Council interpret the agreement such that the proposed use is more like an open sales lot with outdoor storage (similar to auto dealership) and therefore not consistent with the retail, general use category for the following reasons:

- "Retail, general" has always been interpreted to mean retail sales and inventory located within a building
- Use is more like an auto dealership lot (all primary inventory outdoors) which is not allowed in the agreement
- If a use is not specifically listed, then it is deemed not allowed
- The approvals for Tractor Supply prohibited any storage or display along the highway. Clearly, the Council did not want display inventories visible along the highway

In general, staff looks for the most specific use in the zoning ordinance as a guide to determine if a use is allowed or not. The category of retail sales is very broad, so determining the exact use is necessary. The proposed use is very similar to an auto dealership, which is a conditional use in the B-3 district. The zoning ordinance also identifies "open sales lots" as a conditional

use in some of the commercial and industrial districts. The Zoning Ordinance also helps clarify the issue by providing definitions of both open sales lots and open (exterior) storage (see below). Since there are specific uses and definitions listed in the code that are more similar to the trailer sales use rather than general retail, staff would state that the use does not fit the general retail category. Council took the B-3 District uses and eliminated many uses when they created the list of allowed uses in the agreement, Staff believes It was Council's intent to exclude any type of open sales lots in the Arbor Pointe Area when it change the Arbor Pointe Ordinance in 2004 and carried the same philosophy over when it approved the lists of uses in the agreement covering the subject parcels.

OPEN SALES LOT: Any land used or occupied for the purpose of buying and selling any goods, materials, or merchandise and for the storing of same under the open sky prior to sale.

EXTERIOR STORAGE (includes open storage): The storage of goods, materials, equipment, manufactured products and similar items not fully enclosed by a building.

PRECEDENCE

Staff is concerned of the precedence set if the interpretation utilizes the long time vacant argument as a rationale.

- There are other properties in Arbor Pointe and around the city that have remained vacant for some time.
- Is the zoning correct on these parcels? Maybe it is time to look at other possible land uses and zoning for these parcels.

RECOMMENDATION

Planning Division: Recommends that the Council interpret that the lists of allowed uses does not allow for the proposed use as it is more similar to an open sales lot and it does not fit under the category of retail, general.

Planning Commission: Recommends that the Council interpret the list of allowed uses to include the proposed use as retail, general with outdoor storage. (5-3).

Attachment: Resolution Reaffirming Staff Interpretation
Resolution Stating Interpretation of Retail, General and Outdoor Storage
Planning Commission Recommendation
Planning Report

Counter interpretation Resolution
(use is similar to retail, general)

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

**A RESOLUTION BY THE CITY COUNCIL AS THE BOARD OF ADJUSTMENT AND
APPEALS DETERMINING THE INTERPRETATION OF THE AGREEMENT
RESTRICTING LAND USES AS IT RELATES TO EXHIBIT B REGARDING ACCEPTABLE
USES**

CASE NO. 12-37ZA
(Hallblade Trailer Sales)

WHEREAS, the applicant has submitted an appeal of zoning interpretation as described in Chapter 10-3-7 of the City Code relating to the interpretation of the term "retail, general" and "outdoor storage";

WHEREAS, the applicant proposes to operate a trailer sales business on land generally located on the west side of Cahill Avenue, south of Cafferty Court and described as (the property);

Outlots A and B of Arbor Pointe Commons, according to the plat thereof on file and of record in the office of Dakota County Recorder, Dakota County, Minnesota.

All that part of the Westerly 205 feet of the Easterly 280 feet of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 22, Township 27, Range 22, Dakota County, Minnesota, lying Northerly of the Northeasterly right-of-way line of State Trunk Highway No. 55 and U.S. Highway No. 52, lying Southerly of the North 353 feet thereof.

WHEREAS, the property is governed by an agreement entitled The Agreement Restricting Land Uses entered into between the land owner and city which regulates land uses;

WHEREAS, the applicant contends the proposed land use falls under the category of "retail, general", which is an acceptable use, and "outdoor storage" which is a conditional use in the agreement;

WHEREAS, City Staff contends that the proposed use does not fall under any of the acceptable uses listed in the agreement and considers the use to best fit "open sales lot" which is not listed as an acceptable use;

WHEREAS, the City of Inver Grove Heights Planning Commission reviewed the request on January 15, 2013 and determined the proposed use was similar to others in the area and that the use should fall under the category of "retail, general" and require a conditional use permit for outdoor storage;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS also determines the proposed use to be similar to the acceptable use of "retail, general" and also requires a conditional use permit for outdoor storage.

Passed this _____ day of _____, 2013.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Melissa Kennedy, Deputy Clerk

*Staff interpretation Resolution
(use is not similar to retail, general)*

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

A RESOLUTION BY THE CITY COUNCIL AS THE BOARD OF ADJUSTMENT AND
APPEALS DETERMNING THE INTERPRETATION OF THE AGREEMENT
RESTRICTING LAND USES AS IT RELATES TO EXHIBIT B REGARDING ACCEPTABLE
USES

CASE NO. 12-37ZA
(Hallblade Trailer Sales)

WHEREAS, the applicant has submitted an appeal of zoning interpretation as described in Chapter 10-3-7 of the City Code relating to the interpretation of the term "retail, general" and "outdoor storage";

WHEREAS, the applicant proposes to operate a trailer sales business on land generally located on the west side of Cahill Avenue, south of Cafferty Court and described as (the property);

Outlots A and B of Arbor Pointe Commons, according to the plat thereof on file and of record in the office of Dakota County Recorder, Dakota County, Minnesota.

All that part of the Westerly 205 feet of the Easterly 280 feet of the Southwest ¼ of the Northwest ¼ of Section 22, Township 27, Range 22, Dakota County, Minnesota, lying Northerly of the Northeasterly right-of-way line of State Trunk Highway No. 55 and U.S. Highway No. 52, lying Southerly of the North 353 feet thereof.

WHEREAS, the property is governed by an agreement entitled The Agreement Restricting Land Uses entered into between the land owner and city which regulates land uses;

WHEREAS, the applicant contends the proposed land use falls under the category of "retail, general", which is an acceptable use, and "outdoor storage" which is a conditional use in the agreement;

WHEREAS, City Staff contends that the proposed use does not fall under any of the acceptable uses listed in the agreement and considers the use to best fit "open sales lot" which is not listed as an acceptable use;

WHEREAS, the City of Inver Grove Heights Planning Commission reviewed the request on January 15, 2013 and determined the proposed use was similar to others in the area and that the use should fall under the category of "retail, general" and require a conditional use permit for outdoor storage;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS hereby reaffirms the interpretation of City Staff that the term "retail, general" does not include those uses that are defined as "open sales lots" in the zoning code since there is a specific and distinct definition that describes open sales lots that is different in kind and scope from the term general retail. The trailer sales operation is more similar to an open sales lot which is not allowed by the agreement. The trailer sales operation is not allowed on the property unless the Agreement Restricting Land Uses is amended.

Passed this _____ day of _____, 2013.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Melissa Kennedy, Deputy Clerk

**RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS**

TO: Mayor and City Council of Inver Grove Heights
FROM: Planning Commission
DATE: January 15, 2013
SUBJECT: HALLBLADE TRAILER SALES – CASE NO. 12-37ZA

Reading of Notice

Commissioner Simon read the public hearing notice to consider the request for an appeal of a staff interpretation of the Zoning Ordinance (per Title 10, Chapter 3-7) pertaining to allowing an outdoor sales lot on the property located along Cahill Avenue, south of Cafferty Court and identified as PID No. 20-11901-010-20 and 20-11901-010-30. 8 notices were mailed.

Presentation of Request

Allan Hunting, City Planner, explained the request as detailed in the report. He advised that the applicant has requested an appeal of staff interpretation of the zoning ordinance. A public hearing notice was published in the paper and the surrounding property owners were notified. The request involves the property just south of Tractor Supply along Highway 52/55. The parcels are governed by an agreement that restricts land uses which was negotiated and entered into between the land owner and the Council back in 2005. This agreement includes a list of acceptable and prohibited uses; the question tonight is the meaning of outdoor storage. The applicant would like to relocate Absolute Trailer Sales to this location. The applicant believes that outdoor storage is consistent with the uses allowed and that the use is more similar to retail sales with 'outdoor storage'. Staff, however, contends that the list of allowed uses for this property does not include open sales lot or open storage as the principle use of the property under the category of 'outdoor storage'. Mr. Hunting summarized the history and creation of the specific land use agreements for this area. He advised that around 2004 the City received applications for Advanced Auto and Discount Tire for properties in Arbor Pointe. Council was concerned about the mix of uses in the area and did not want this to become an auto oriented neighborhood. As a result, the code was changed to eliminate several auto related uses, including outdoor sales and rental, boat and marine sales, and outdoor storage and display. During that same time the landowners had come forward looking to change the zoning or have their property removed from the Arbor Pointe ordinance. Those discussions resulted in Council supporting the request to remove the property from the Arbor Pointe PUD and it was rezoned from Research and Development to B-3. Staff believes that outdoor storage was not intended to be an open sales lot, and they see this as being inconsistent with the Council's intent and with previous interpretations of outdoor storage.

Chair Hark asked what type of businesses the City was hoping to attract to this area.

Mr. Hunting stated they had no particular use in mind, but Council was hoping for a higher use, especially since it was a highly visible gateway area coming from the south.

Chair Hark asked if staff was aware of any inquiries from a higher use type business.

Mr. Hunting replied he was not.

Commissioner Scales stated he was having a difficult time finding the difference between Tractor Supply and the current request, and asked what criteria staff was using.

Mr. Hunting stated the main difference was that Tractor Supply's principal use was their building and the retail sales within that building, whereas the principal use of what is being proposed tonight would be an open sales lot.

Commissioner Scales asked if there was anything preventing Tractor Supply from bringing in a lot of trailers and selling them from their lot.

Mr. Hunting replied that their approved site plan specifies where outdoor storage is allowed, however, it does not specify what can be displayed.

Commissioner Scales advised that Tractor Supply has trailers displayed outside their front door.

Mr. Hunting stated that was an approved display area on their site plan.

Commission Gooch asked how large a building the applicants would have to construct for staff to be agreeable with the proposed use.

Mr. Hunting replied there was no specific size.

Commissioner Lissarrague asked how long the property had been for sale.

Mr. Hunting replied it had been vacant at least since the agreements were drawn up in 2005.

Commissioner Lissarrague asked if there was an existing RV storage lot near this property.

Mr. Hunting replied the storage area was south of this property along the west side of Highway 52/55 near larger truck type operations. He stated the City is trying to differentiate that type of use from this commercial area.

Commissioner Wippermann asked what type of notification was mailed out.

Mr. Hunting replied the notice was mailed to all properties within 350 feet.

Commissioner Simon advised that eight notices were mailed.

Opening of Public Hearing

Vance Grannis Jr., 9249 Barnes Avenue East, advised he represented the applicant. Mr. Grannis stated the percentage of building size to lot size was irrelevant and the determination should be based on the standards set forth in the ordinance. He discussed some of the history of this property, noting that the property owner asked for the property to be changed back to B-3, which was how he originally purchased it, and Council agreed and returned it to B-3. At the time Council stated they did not want car dealerships, auto sales, or fast food restaurants in this area, the land owner agreed so those uses were removed. The trailer sales being proposed, however, is general retail which is permitted. Mr. Grannis stated outdoor sales is allowed in B-3

and is present at many B-3 businesses, including Walmart, Rainbow Foods, Ace Hardware and Tractor Supply. The complaint seems to be that the applicant is proposing too much outdoor sales, however, there is nothing in the ordinance stating exactly how much is allowed. In regard to the building size, the applicant may eventually construct a larger building than proposed but wanted to get through this process before putting the time and money into final structural details. In regard to the City wanting something magnificent in this gateway area, the land owner would like that as well. He has actively advertised it for sale for 15 years or more, however, and contacted sit-down restaurants, etc. and they are not interested. He stated the landowner has been paying property taxes and special assessments on this property and should be entitled to sell his property to someone who wants to put a use on it that is not prohibited. Mr. Grannis likened this to the gateway area in Burnsville where I-35 splits. The City wanted a higher use in that area as well but no one was interested so the owner eventually threatened to sue and was subsequently allowed the uses present today. He asked that Commissioners recommend to City Council that this use be allowed and that the applicant's interpretation that this is general retail be accepted.

Commissioner Elsmore asked if the applicant was contending that because outdoor sales was not specifically prohibited as a use that it was not Council's intention to prohibit that use.

Mr. Grannis replied in the affirmative.

Commissioner Elsmore noted that outdoor sales was not listed as a permitted use either.

Mr. Grannis stated he interprets this use as general retail, which is permitted, and is how Tractor Supply is allowed to operate.

Commissioner Elsmore asked if Mr. Grannis was stating this was retail rather than outdoor sales or outdoor storage.

Mr. Grannis replied in the affirmative.

Commissioner Lissarrague asked how many people were employed at the applicant's present location on 149.

Mr. Grannis replied he was unsure. He stated the existing location would remain; this would be a second location. He noted there would be other types of sales in the proposed building other than trailers.

Mike Hallblade, owner of Absolute Trailer Sales, stated he currently had six employees at his present location and he foresees at least 5-10 employees for the new location. He stated the reason he is moving to the new location is so he can expand as his current location has limitations. Mr. Hallblade stated this is the largest trailer dealer in the State of Minnesota and he needs the additional space. He stated he sees his business as being very similar to Tractor Supply. In regard to the proposed building size, he advised he has the potential of expanding that to 16,000 square feet. Mr. Hallblade showed photos of Tractor Supply, which illustrated outdoor storage on the site, and stated that unlike Tractor Supply, he would not be displaying products with gasoline or oil which could have potential runoff. He stated he should have the same rights as Tractor Supply as his business would fall in the same category of general retail

with outdoor sales. Mr. Hallblade showed some analysis he had done in regard to building, display and lot area percentages. He advised that a neighbor who owns two properties across the street contacted him stating he supported the request.

Commissioner Elsmore asked if it was true that the applicant did approximately 80% of their business online.

Mr. Hallblade replied that is where a majority of his business comes from.

Commissioner Elsmore asked if they had customers that would come to the site and walk into the building to buy product.

Mr. Hallblade replied in the affirmative.

Commissioner Elsmore asked what products were sold inside.

Mr. Hallblade replied trailer parts and truck accessories. He added that this site had the potential to expand the sales to plows, weed whackers, power mowers, etc.

Commissioner Elsmore asked how many trailers were outside at the applicant's current location.

Mr. Hallblade replied approximately 400.

Commissioner Elsmore asked how many would be stored outside at the proposed location.

Mr. Hallblade replied likely 400 or less.

Commissioner Lissarrague asked how long Mr. Hallblade had been in business, and stated that the current building has always been kept in good condition.

Mr. Hallblade replied he has been in business since 1996 and grew from \$250,000 to just under \$5M in annual sales.

Planning Commission discussion

Muriel Carlson, 9250 Courthouse Boulevard Court, stated her brother has owned this property for 17 years and during that time he has paid high assessments under the assumption that he could eventually sell it to a business. She advised that restaurants are not interested in it, possibly due to it sitting back too far from the main intersection, low population density in this area, and she stated most restaurants probably do not want to be located next to a Tractor Supply. She felt the current proposal was a good fit for this property.

Andy Manthei, KW Commercial Real Estate, stated he is a real estate broker and has been working the property for the last eight years. He stated that retailers feel there were not enough homes or money to support a business on this property. They have personally contacted Perkins, Embers, and TGI Fridays, and have received inquiries from mini-storage facilities, apartment developers, and senior housing developers, but no one has shown a serious interest in the property. He stated it is difficult to find tenants for the south side of Inver Grove Heights.

Mr. Grannis asked Mr. Link how many people have contacted the City about locating to this property.

Mr. Link replied that offhand he could only think of one or two inquiries.

Mr. Grannis stated that for various reasons no one seems to be looking to locate to this site for the type of use that is suggested in the staff report, and it was not fair for the property owner to prohibit this possible sale.

Mr. Link stated the City should not determine land use based solely on the current market. He advised there were many property owners that could make the argument that they have not received inquiries in the last several years, and the decision made on this request will set a precedent. He advised that Rottlund owns a property north of this and they have made the same argument. One of the options that has been talked about by Rottlund is to change from commercial to some form of residential. A residential development would generate a decent tax base and would provide the customers to support the existing commercial in the area.

Mr. Grannis stated the applicant is not asking for a zoning change to residential.

Planning Commission Recommendation

Chair Hark stated he could not see the distinction between Tractor Supply and Mr. Hallblade's proposal and felt it would be inconsistent and unfair to treat this request differently.

Commissioner Gooch stated he considers this a destination business which would bring in people from all over Minnesota. He advised that Absolute Trailer was very similar to Tractor Supply and would likely bring in more business for Tractor Supply. He stated this was a good location for this business but a bad location for a restaurant as it was hidden below the elevation of the freeway and was somewhat difficult to get to. He stated the City needed more businesses and there were many other areas in the City in which to build apartments and senior housing. He also thought this was a good transition to the City when coming from the south past Koch Refinery, truck dealers, and other industrial properties.

Commissioner Lissarrague stated Absolute Trailer would be an asset to the area and to Tractor Supply.

Commissioner Wippermann stated in his opinion the visual aspect of the proposed business compared to Tractor Supply was very different. He agreed with staff's interpretation of the ordinance and stated the decision should not be based exclusively on this specific business.

Commissioner Scales stated he supported the applicant's interpretation as he could find nothing in the ordinance that prohibited trailer sales.

Commissioner Elsmore stated she saw a big difference between Tractor Supply and the proposed request. Tractor Supply appears to have a retail store front in which a consumer would expect to park their car and go inside to purchase items. She would not expect to go in and shop at a lot lined with hundreds of trailers; however, especially when 80% of their business was done online. People have stated throughout the public hearing that it has been difficult to sell this property because it sits next to Tractor Supply. Her concern is that this will compound

the problem because if Tractor Supply decides to leave it will likely be difficult to sell that property because it sits next to a trailer sales lot. In her opinion general retail is a store with a parking lot that may have some outside storage.

Commissioner Maggi stated she felt the proposed use was different from auto sales as it does its primary business through the internet or as an indoor sales experience and they happen to store trailers outside; they do not have sales staff outside working the lot like a car dealership.

Commissioner Scales stated this is a retail experience and a good use of the property.

Commissioner Gooch stated this is the type of retail he shops at as well.

Commissioner Simon asked if the interpretation being requested would affect only this property or all B-3 in the City.

Mr. Hunting replied it would be specific to this agreement and would only affect the four properties shown on the map.

Commissioner Elsmore asked if the City had a working definition of retail.

Mr. Hunting stated they did not have a precise statement of the meaning of retail, however, the regular city code lists a number of permitted, conditional, and accessory uses, and it has a category for general retail sales. The zoning ordinance separates the uses out and retail has always been categorized as a business in which the primary product is inside a building.

Commissioner Elsmore asked if there was a category called outdoor sales.

Mr. Hunting replied there were categories for open sales lot, auto dealerships, and off-road vehicle sales. He stated if this were in the standard B-3 it would likely fall under off-road vehicle sales or automobile sales. These uses were separated out because of having the inventory outside as opposed to inside a building and the visual impact that would have.

Planning Commission Recommendation

Motion by Commissioner Gooch, second by Commissioner Maggi, to interpret the agreement such that the proposed use is similar to "retail, general" with "outdoor storage".

Motion carried (5/3 - Simon, Elsmore, Wippermann). This item goes to the City Council on January 28, 2013.

**PLANNING REPORT
CITY OF INVER GROVE HEIGHTS**

REPORT DATE: January 8, 2013

CASE NO: 12-37ZA

APPLICANT: Hallblade Trailer Sales

REQUEST: Appeal of Zoning Interpretation

HEARING DATE: January 15, 2013

LOCATION: Cahill Avenue/Cafferty Court just south of Tractor Supply
Lots 2, 3, Block 1, Arbor Pointe Commons Second Addition

COMPREHENSIVE PLAN: Community Commercial

ZONING: B-3, General Business

REVIEWING DIVISIONS: Planning

PREPARED BY: Allan Hunting
City Planner

BACKGROUND

The owners of the above listed lots have submitted an appeal of zoning interpretation as allowed in Chapter 10-3-7 of the City Code. The owner wishes to relocate Absolute Trailer Sales to this location. Absolute Trailer Sales is currently located at 9601 Jefferson Trail (Hwy 149). The business currently operates with a conditional use permit as an open sales and open storage for a commercial trailer sales lot originally issued in 1998. The applicant contends that "outdoor storage", listed as a conditional use, should include a retail business with sales of outdoor stored items on the property.

Planning Staff has reviewed zoning of the property and has interpreted that the list of allowed uses for this property does not include open sales lot or open storage as the proprietary or principle use of the property under the category of "outdoor storage". The applicant argues that the use is more similar to retail sales with "outdoor storage", which is allowed by the agreement.

The Zoning Ordinance stipulates that an appeal of staff interpretation of the zoning ordinance may be made by submitting a request to the city. The request is then reviewed by the Planning Commission and the Commission makes a recommendation to the City Council.

EVALUATION OF THE REQUEST

History: The property in question is Lots 2 and 3, Arbor Pointe Commons Second Addition (see attached map). Part of the property was included in the Arbor Pointe Commons plat which was platted in 2003 as part of the Walmart project. Arbor Pointe Commons Second Addition was platted in 2006 as part of the Tractor Supply project. At that time, all of the land was located within the Arbor Pointe planned unit development. The property in question was

guided Office and was zoned for Research and Development. In 2005, there were discussions between the land owner and council members about the possibility of removing the land from the Arbor Pointe PUD and rezoning it to B-3, General Commercial. General discussions at council meetings between the landowner and the council were that the council did not want certain uses including auto type uses and dealerships (large open sales lots).

Council then directed staff to hold a public hearing regarding the possible zoning change and comp plan amendment. The Planning Commission reviewed this request and generally supported the idea, but added that outdoor storage was a concern. The commission felt the design guidelines of Arbor Pointe should also be carried forward if the property were to be allowed out of the Arbor Pointe PUD.

In the end, the council supported the request to remove the property from the Arbor Pointe PUD and to rezone it from Research/Development to B-3, General Business with a compromise with the land owner. An agreement restricting land uses document was prepared and recorded for the property which stipulated the allowed uses and prohibited uses for the property (see attached). This agreement and its interpretation is the subject of the appeal.

Prior to the Council acting on removing the subject parcels from the Arbor Pointe PUD, the Council adopted some changes to the uses contained in the Arbor Pointe Ordinance in 2004. This was a direct result of the applications for both Advance Auto and Discount Tire coming in around the same time. Council was concerned about the mix of uses in the area and did not want this to become an auto oriented neighborhood. The goal of the ordinance amendment was to encourage a diversification of uses in Arbor Pointe, to provide a broad range of goods and services and maintain the attractiveness of the area. The Arbor Pointe area provides a unique opportunity for a broad spectrum of commercial uses. It has valuable assets with its visibility from the highway, good access from major roadways and current mix of large retail and service retail businesses. Achieving a broad mix of high intensity, quality retail uses in Arbor Pointe is an important step in obtaining this goal.

As a result, the code was changed to eliminate several auto related uses, including outdoor sales and rental, boat and marine sales, and outdoor storage and display. The elimination of these types of uses addressed the concerns of low intensity development as these were inefficient uses of this high intensity commercial district.

ANALYSIS

Staff considers the proposed use to best fit a category of "open sales lot". It is staff's opinion that a use of this type is not one that is listed in the agreement. The proposed use is primarily an open sales lot with a relatively small accessory building. This type of use is not allowed by staff's interpretation of the agreement. The applicant argues that the use is more similar to retail sales with "outdoor storage", which is allowed by the agreement.

The property is located along Hwy 52/55, just south of Tractor Supply and Walmart. The property is visible from the highway and because it is near the southern end of sewer and commercial development, it could be considered a “gateway commercial property” that defines the uses allowed by the city. This is a very prominent commercial property, very visible from the freeway. As such, staff questions whether an open sales lot is the highest and best use for this property.

Building/Lot Size Analysis: Since the applicant compares the Tractor Supply site to the subject site, Staff did a comparison of FAR (floor area ratio) of the Tractor Supply, existing Absolute Trailer Sales and proposed lot.

Location	Lot Size	Building Size	FAR
Tractor Supply	135,036 sq ft (3.1 acres)	24,730 sq ft	.18
Absolute Trailer Sales	102,366 sq ft (2.4 acres)	3,584 sq ft	.04
Assumptions for Future Site	137,040 sq ft (3.1 acres)	8,000 sq ft ¹	.06

¹Building size assumption based on information provided by the applicant.

A typical FAR for commercial or industrial is typically in the .20 - .25 range. This comparison would indicate that the use as a sales lot would be under utilizing the development potential for the site.

Building Size to Open Storage/Sales Comparison:

Location	Building Size	Open Storage/Sales Size	Percentage of Lot Size
Tractor Supply	24,730 sq ft	19,600 sq ft	14.5
Absolute Trailer Sales	3,584 sq ft	81,893 sq ft ¹	80.0
Assumptions for Future Site	8,000 sq ft	109,632 ¹	80.0

¹Open storage/sales size based on aerial photography to be determined at approximately 80%.

The open storage approved as part of the Tractor Supply project did require a conditional use permit for outdoor storage and display. This display area is accessory to the main retail building. The storage area is also located in a fenced area along the south side of the building. The open storage is not the primary use of the property. Only 14.5% of the Tractor Supply lot is used for outdoor storage. Staff argues that the proposed use would be the primary use of the property, that of an open sales lot. It is estimated that approximately 80% of the proposed lot would be used for open storage/sales. The percentage of outdoor storage or sales would be

considerably higher with the proposed use and therefore is not consistent with the intent of controlled list of uses that was approved for the property.

Tax Valuation Analysis: The City Council has emphasized economic development in recent years in large part to improve and expand the city’s tax base. The properties in and around the Arbor Pointe area has a unique ability to foster economic development because of its location, access, visibility, and amenities.

Staff reviewed county tax records for some commercial properties in Arbor Pointe to compare the tax base of existing uses and the proposed use. Projected taxes for the subject site are purely based on staff’s analysis. Comparisons are not presented as actual, but only for comparison analysis.

Location	Lot Size	Land Valuation	Building Size	Building Valuation	Property Taxes
Tractor Supply	135,036 sq ft	\$945,500	24,730 sq ft	\$2,064,400	\$109,324
Absolute Trailer Sales	102,366 sq ft	\$272,600	3,584 sq ft	\$140,600	\$13,970
Assumptions for future Site	137,040 sq ft	\$900,000 ¹	8,000 sq ft	\$500,000 ¹	\$49,000 ¹

¹Assumptions made by Planning Staff based on tax information taken from Dakota County records for comparable sites within Arbor Pointe.

The tax comparison information is included as an illustration to show that a more intensely developed site with an FAR that is closer to the average will generate more tax revenue. The proposed use does not appear to offer the highest and best use of the property.

ALTERNATIVES

The Planning Commission has the following actions available for the request:

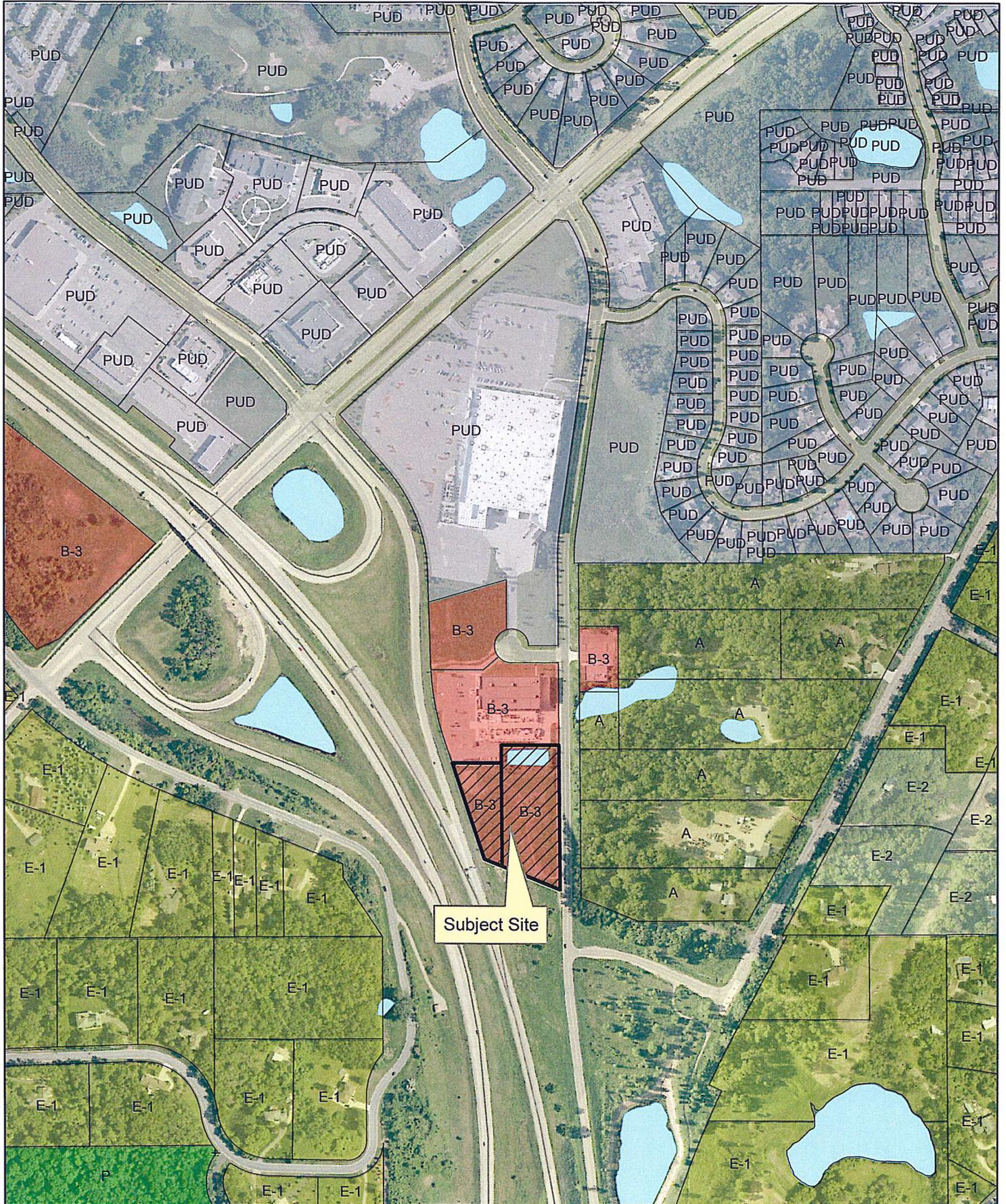
- A. Concur with Staff’s interpretation of the land use agreement for the property that outdoor storage does **not** include outdoor sales:
- B. Concur with Applicant’s interpretation of the land use agreement for the property that outdoor storage **does** include outdoor sales:

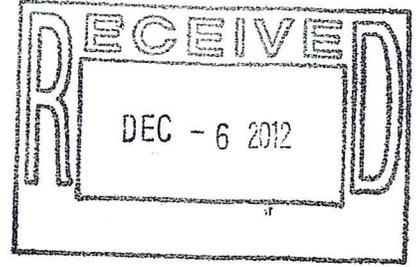
A basis must be stated by the Commission for either decision.



Location Map

Case No. 12-37ZA





December 3, 2012

City of Inver Grove Heights
City Council acting as the board for Appeal and Adjustments
8150 Barbara Avenue
Inver Grove Heights, MN 55077

RE: Request for Clarification of Agreement Restricting Land Uses

Dear Council:

On August 8, 2005 Walmart Stores, Inc. predecessor to the Landowner entered into an Agreement with the City relating to Walmart's Property (which is now Lot 2, Block 1, Arbor Point Commons Second Addition), which agreement allowed various uses including "Retail, general" and prohibited certain uses on the attached Exhibit C.

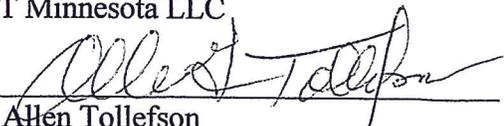
Another part of the Property that was subject to the same agreement became the Tractor Supply Company site, which business has general retail sales, including trailers and outdoor storage of the trailers and other items. The actual sales of all items take place inside the store. Numerous other businesses throughout the City with a B-3 zoning for "Retail, general" also have sales of outdoor stored items on their property.

Recently, the Landowner entered into a Purchase Agreement to sell Lot 2, Block 1, Arbor Point Commons Second Addition to Hallblade Trailer Sales to operate a general retail business with, including sales of trailers, which would be stored outside pursuant to a conditional use permit. As with Tractor Supply, all sales would take place in the store. City staff was not sure sales of trailers was allowed under the terms of the Agreement even though there was no prohibition in Exhibit C, and adjoining property, subject to the same Agreement, was allowed to have sales of various pieces of equipment, including trailers and other items.

The Landowners request an appeal to Staff's interpretation of this zoning matter as provided for in Chapter 10-3-7 of the Zoning Ordinance and respectfully request that the City Council clarify the Agreement to allow Hallblade Trailer Sales to have sales of trailers on said Lot 3, Block 1.

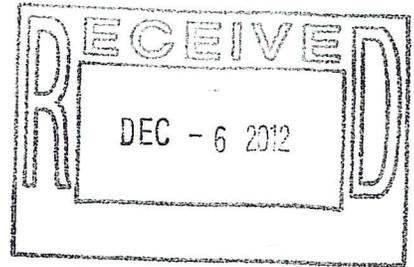
Dated this 30 day of November, 2012.

AMT Minnesota LLC

By: 

Allen Tollefson

November 28, 2012



City of Inver Grove Heights
City Council acting as the board for Appeal and Adjustments
8150 Barbara Avenue
Inver Grove Heights, MN 55077

RE: Request for Clarification of Agreement Restricting Land Uses

Dear Council:

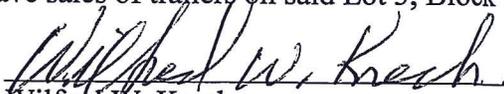
On August 3, 2005 the Landowners entered into an Agreement with the City relating to Landowners' Property (which is now Lot 3, Block 1, Arbor Point Commons Second Addition), which agreement allowed various uses including "Retail, general" and prohibited certain uses on the attached Exhibit C.

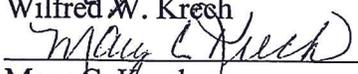
Another part of the Property that was subject to the same agreement became the Tractor Supply Company site, which business has general retail sales, including trailers and outdoor storage of the trailers and other items. The actual sale of all items takes place inside the store. Numerous other businesses throughout the City with a B-3 zoning for "Retail, general" also have sales of outdoor stored items on their property.

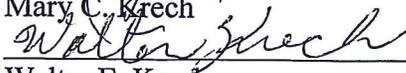
Recently, the Landowners entered into a Purchase Agreement to sell Lot 3, Block 1, Arbor Pointe Commons Second Addition to Hallblade Trailer Sales to operate a general retail business with, including sales of trailers, which would be stored outside pursuant to a conditional use permit. As with Tractor Supply, all sales would take place in the store. City staff was not sure sales of trailers was allowed under the terms of the Agreement even though there was no prohibition in Exhibit C, and adjoining property, subject to the same Agreement, was allowed to have sales of various pieces of equipment and other items.

The Landowners request an appeal to Staff's interpretation of this zoning matter as provided for in Chapter 10-3-7 of the Zoning Ordinance and respectfully request that the City Council clarify the Agreement to allow Hallblade Trailer Sales to have sales of trailers on said Lot 3, Block 1.

Dated this 3 day of December, 2012.



Wilfred W. Krech


Mary C. Krech


Walter E. Krech

**OFFICE OF THE COUNTY RECORDER
DAKOTA COUNTY, MINNESOTA**

CERTIFIED THAT THE WITHIN INSTRUMENT
WAS RECORDED IN THIS OFFICE ON AND AT

2005 AUG 29 A 11: 26

JOEL T. BECKMAN, COUNTY RECORDER

BY: [Signature] Deputy

FEE 35.50 SURCHARGE 0.50

CASH CHECK ESCROW

WELL CHARGE

CHARGE TO: _____
O/R _____

Seander Law Off.

AGREEMENT RESTRICTING LAND USES

This Agreement is made, effective and entered into this 3rd day of August, 2005, by and between Walter E. Krech, a single person, and Wilfred W. Krech and Mary C. Krech, husband and wife (Landowner) and the City of Inver Grove Heights, a municipal corporation (City). For and in consideration of and based on the recitals, covenants, representations and agreements made herein, the parties do hereby agree as follows.

**ARTICLE 1
DEFINITIONS**

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

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

1.3 **LANDOWNER.** Landowner means, individually and collectively, Walter E. Krech a single person, and Wilfred W. Krech and Mary C. Krech, husband and wife, and their heirs, successor and assigns.

1.4 **PROPERTY.** Property means that certain real property located in the City of Inver Grove Heights, County of Dakota, State of Minnesota, as more particularly described on the attached Exhibit A.

1.5 **ACCEPTABLE USES.** Acceptable Uses means, individually and collectively, those land uses itemized on the attached Exhibit B, subject to and as regulated by the zoning ordinances, zoning regulations and zoning requirements of the City of Inver Grove Heights as amended from time to time. Except to the extent specific definitions are provided on Exhibit B, the Acceptable Uses shall be interpreted, defined and construed according to the City of Inver

Grove Heights zoning ordinances, zoning regulations and zoning requirements as amended from time to time.

1.6 **SPECIFIC PROHIBITED USES.** Specific Prohibited Uses means those land uses itemized on the attached Exhibit C. Except to the extent specific definitions are provided on Exhibit C, the Specific Prohibited Uses shall be interpreted, defined and construed according to the City of Inver Grove Heights zoning ordinances, zoning regulations and zoning requirements as amended from time to time.

1.7 **GENERAL PROHIBITED USES.** General Prohibited Uses means all of the permitted uses, conditional uses, interim uses and accessory uses for the zoning district of B-3 General Business District as those particular uses are interpreted, defined and construed according to the City of Inver Grove Heights zoning ordinances, zoning regulations and zoning requirements as amended from time to time, except for the Acceptable Uses (as defined in Section 1.5 hereof).

ARTICLE 2 **RECITALS**

Recital No. 1. Walter E. Krech and Wilfred W. Krech as tenants in common are the fee owners of the Property. Walter E. Krech is a single, unmarried person. Wilfred W. Krech is married to Mary C. Krech.

Recital No. 2. Landowner has prepared various development proposals to develop the Property and Landowner has sought a response by the City with respect to the development proposals.

Recital No. 3. The development proposals contain land uses that are within the Acceptable Uses. None of the development proposals as presented to the City contain Specific Prohibited Uses or General Prohibited Uses.

Recital No. 4. In light of the development proposals that have been submitted, the City and the Landowner are examining a process whereby the City would consider rezoning the Property to B-3 General Business District.

Recital No. 5. The parties acknowledge that an impediment to rezoning the Property to B-3 General Business District is that the B-3 General Business District identifies the Specific Prohibited Uses and General Prohibited Uses as either permitted, conditional, accessory or interim uses within the B-3 General Business District.

Recital No. 6. The Landowner and the City have determined that the Specific Prohibited Uses and General Prohibited Uses are not appropriate uses for the Property.

Recital No. 7. As part of its development proposals, the Landowner has represented to the City that the Specific Prohibited Uses and the General Prohibited Uses are land uses that will not be made, developed or constructed on the Property. Landowner has voluntarily offered to

impose covenants and restrictions on the Property so that the Property is not used for Specific Prohibited Uses and General Prohibited Uses and is not developed or constructed with Specific Prohibited Uses and General Prohibited Uses.

Recital No. 8. The City is willing to consider rezoning the Property B-3 General Business District if such covenants and restrictions are imposed.

Recital No. 9. By this Agreement, the parties desire to impose such restrictions and covenants on the Property.

ARTICLE 3 CITY REVIEW

3.1 CITY REVIEW. The City agrees to review and consider a process of rezoning the Property to B-3 General Business District.

ARTICLE 4 RESTRICTIONS ON LAND USE

4.1 RESTRICTIONS ON PROPERTY RELATING TO SPECIFIC PROHIBITED USES. The Landowner does hereby contract and agree with the City and does hereby impose a restriction on the Property and declare that the Property will not be used for Specific Prohibited Uses and the Property will not be developed or constructed with Specific Prohibited Uses.

4.2 RESTRICTIONS ON PROPERTY RELATING TO GENERAL PROHIBITED USES. The Landowner does hereby contract and agree with the City and does hereby impose a restriction on the Property and declare that the Property will not be used for General Prohibited Uses and the Property will not be developed or constructed with General Prohibited Uses.

4.3 RESTRICTIONS ON PROPERTY RELATING TO ACCEPTABLE USES. The Landowner agrees that the Property will only be developed and used for Acceptable Uses. The Acceptable Uses are subject to and regulated by the zoning ordinances, zoning regulations and zoning requirements of the City of Inver Grove Heights. To the extent any of the Acceptable Uses are conditional uses or interim uses under the applicable zoning district for the Property, the Landowner must obtain a conditional use permit or interim use permit from the City before using or developing the Property for such conditional uses or interim uses. If the zoning applicable to the Property does not allow any particular Acceptable Use, then the Property shall not be used or developed for that particular Acceptable Use.

4.4 RESTRICTIONS ON PROPERTY RELATING TO ARBOR POINTE DESIGN MANUAL. The Landowner does hereby contract and agree with the City and does hereby impose a restriction on the Property and declare that buildings and structures on the Property will be developed, constructed and maintained in conformity with the standards, conditions and requirements of Section 4 of the Arbor Pointe Design Manual (as amended from

time to time), which is on file with the City Planning Department as such standards, conditions and requirements relate to architectural components.

4.5 **CITY REMEDIES.** If the Landowner breaches this Agreement, then the City may avail itself of any remedy afforded by law and any of the following remedies:

- a.) the City may specifically enforce this Agreement;
- b.) the City may suspend or deny building and occupancy permits for buildings within the Property;

4.6 **NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER.** In the event any agreement, restriction or covenant contained in this Agreement is breached by the Landowner 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.

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

ARTICLE 5 **MISCELLANEOUS**

5.1 **HEADINGS.** The headings in this Agreement are for convenience only and are not part of this Agreement and do not in any way limit or amplify the terms and provisions hereof. It is understood and agreed that this Agreement has been made following negotiation by the parties and it is, therefore, not to be construed against any party because of draftsmanship.

5.2 **MODIFICATIONS.** All modification to this Agreement must be in writing and signed by the parties hereto.

5.3 **ENTIRE UNDERSTANDING.** This Agreement constitutes the entire understanding between the parties hereto with respect to the subject matter of this Agreement and supersedes all prior arrangements and understandings between the parties hereto.

5.4 **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Minnesota.

5.5 **BINDING UPON PROPERTY.** This Agreement runs with the Property and shall be binding upon the Property.

5.6 **BINDING UPON PARTIES AND ASSIGNS.** This Agreement shall be binding upon the parties hereto and their heirs, successors and assigns.

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

5.8 **INCONSISTENCY.** If any agreements, covenants or restrictions are inconsistent or if the obligation imposed hereunder are inconsistent, then that provision or term which imposes a greater and more demanding restriction or obligation shall prevail.

5.9 **VOLUNTARY AGREEMENT.** The Landowner acknowledges and agrees that the Landowner has voluntarily agreed to enter into this Agreement, that the Landowner has consulted with its own private attorney and that the Landowner is willingly making this Agreement.

5.10 **NO LIMITATION ON CITY'S ZONING POWER.** Nothing contained in this Agreement shall be deemed to limit or restrain the power and authority of the City to exercise its zoning powers with respect to the Property.

The Acceptable Uses are subject to and regulated by the zoning ordinances, zoning regulations and zoning requirements of the City of Inver Grove Heights. To the extent any of the Acceptable Uses are conditional uses or interim uses under the applicable zoning district for the Property, the Landowner must obtain a conditional use permit or interim use permit from the City before using or developing the Property for such conditional uses or interim uses. If the zoning applicable to the Property does not allow any particular Acceptable Use, then the Property shall not be used or developed for that particular Acceptable Use.

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

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this 3rd day of August, 2005,
Wilfred W. Krech and Mary C. Krech, husband and wife.



Vance B. Grannis Jr.
Notary Public

AFTER RECORDING, RETURN TO:

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

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

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

All that part of the Westerly 205 feet of the Easterly 280 feet of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 22, Township 27, Range 22, Dakota County, Minnesota, lying Northerly of the Northeasterly right-of-way line of State Trunk Highway No. 55 and U.S. Highway No. 52 and lying Southerly of the North 353 feet thereof.

pt. SWNW, (A.)
22-27-22

EXHIBIT B

ACCEPTABLE USES

Appliance store

Bakery (retail)

Bank or Savings and Loan (building only)

Bank or Savings and Loan (drive-up service subject to IGH City Code § 515.90, subd. 25)

Barber/Beauty shop

Building Supplies and Housewares (retail only and indoor sales and showroom only)

Clinic (only for human care and medical and dental only)

Daycare facility (a conditional use permit must first be obtained)

Dry cleaning; laundry pick-up stations

Electronic store (retail)

Floor covering stores

Florist – retail sales

Furniture store

Gift shop

Hobby shop

Interior decorating store

Jewelry store

Liquor store (off-sale)

Liquor sales (on-sale but only in conjunction with a restaurant)

Medical and dental clinics

Motel/hotel

Music store

Music studio (non-retail)

Music studio with incidental sales

Off-Street Parking (only as an accessory use to other Acceptable Uses)

Optical/eyewear sales

Outdoor storage (a conditional use permit must first be obtained)

Paint and wallpaper sales

Photo processing with film sales

Photography studio (non-retail)

Photography supply and processing

Picture framing

Professional offices, not within office building but within retail center

Restaurant, not including a fast-food restaurant. The term, "restaurant, not including a fast-food restaurant" means a business establishment whose principal business is the selling of unpackaged food to the customer in a ready-to-consume state, in individual servings, or in nondisposable containers, and where the customers consume these foods while seated at tables or counters located within the building.

Restaurant/Fast Food, without any drive-thru (a conditional use permit must first be obtained). The term, "Restaurant/Fast Food, without any drive-thru" means an establishment that offers quick food service of items already prepared, prepackaged or quickly served where orders are not generally taken at the customer's table but at an order/pickup counter but not or at a drive-thru window. Food may be consumed on-site or carried-out.

Retail, general

Sporting goods store

Tanning salon

Veterinary Emergency Clinic/Hospital (small animal only)

Acceptable Uses also includes uses determined to be substantially similar to those uses listed above pursuant to the procedures and requirements set forth in IGH City Code § 515.40, subd. 8.

Acceptable Uses also includes accessory uses to the above-identified list of Acceptable Uses to the extent such accessory uses are permitted in the City's B-3 Zoning District.

EXHIBIT C
SPECIFIC PROHIBITED USES

Automobile body shop. A place where the following services may be carried out; collision service such as frame, or fender straightening and repair, painting and undercoating of automobiles.

Auto repair, major. The general repair, rebuilding, or reconditioning of engines, transmissions, differentials, motor vehicles, or trailer, including body work, frame work, and major painting service.

Auto repair, minor. The replacement of any part or repair of any part that does not require the removal of the engine head or pan, engine, transmission or differential to passenger automobiles and trucks not in excess of 7,000 pounds gross vehicle weight.

Automobile service station. An establishment where gasoline and other petroleum products are sold and dispensed by a service station attendant and/or self-service. Service stations also include light maintenance activities such as engine tune-ups, minor auto repairs, and lubrication, but exclude Major Auto Repair.

Automobile service center. An establishment in which the retail sale of accessories and services for automobiles are provided as the primary use, including the customary space and facilities for the installation of such commodities on or in such vehicles, but not including the space for facilities for major storage, repair, bumping, painting and refinishing. No petroleum products are sold or dispensed on the premises.

Restaurant, Fast-food With Drive-Thru. An establishment that offers quick food service of items already prepared, prepackaged or quickly served where orders can be taken or delivered at a drive-thru window.

**OFFICE OF THE COUNTY RECORDER
DAKOTA COUNTY, MINNESOTA**

CERTIFIED THAT THE WITHIN INSTRUMENT
WAS RECORDED IN THIS OFFICE ON AND AT

2005 AUG 29 A 11:20

JOEL T. BECKMAN, COUNTY RECORDER

BY *[Signature]* Deputy

FEE 35.50 SURCHARGE 0.50

CASH CHECK ESCROW

WELL CHARGE

CHARGE TO: _____
O/R _____

DeLander Law Off.

AGREEMENT RESTRICTING LAND USES

This Agreement is made, effective and entered into this 8th day of August, 2005, by and between Wal-Mart Stores, Inc., a Delaware corporation, (Landowner) and the City of Inver Grove Heights, a municipal corporation (City). For and in consideration of and based on the recitals, covenants, representations and agreements made herein, the parties do hereby agree as follows.

ARTICLE 1
DEFINITIONS

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

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

1.3 **LANDOWNER.** Landowner means Wal-Mart Stores, Inc., a Delaware corporation, and its successor and assigns.

1.4 **PROPERTY.** Property means that certain real property located in the City of Inver Grove Heights, County of Dakota, State of Minnesota, as more particularly described on the attached Exhibit A.

1.5 **ACCEPTABLE USES.** Acceptable Uses means, individually and collectively, those land uses itemized on the attached Exhibit B, subject to and as regulated by the zoning ordinances, zoning regulations and zoning requirements of the City of Inver Grove Heights as amended from time to time. Except to the extent specific definitions are provided on Exhibit B, the Acceptable Uses shall be interpreted, defined and construed according to the City of Inver Grove Heights zoning ordinances, zoning regulations and zoning requirements as amended from time to time.

1.6 SPECIFIC PROHIBITED USES. Specific Prohibited Uses means those land uses itemized on the attached Exhibit C. Except to the extent specific definitions are provided on Exhibit C, the Specific Prohibited Uses shall be interpreted, defined and construed according to the City of Inver Grove Heights zoning ordinances, zoning regulations and zoning requirements as amended from time to time.

1.7 GENERAL PROHIBITED USES. General Prohibited Uses means all of the permitted uses, conditional uses, interim uses and accessory uses for the zoning district of B-3 General Business District as those particular uses are interpreted, defined and construed according to the City of Inver Grove Heights zoning ordinances, zoning regulations and zoning requirements as amended from time to time, except for the Acceptable Uses (as defined in Section 1.5 hereof).

ARTICLE 2 **RECITALS**

Recital No. 1. Wal-Mart Stores, Inc. is the fee owner of the Property.

Recital No. 2. Landowner has prepared various development proposals to develop the Property and Landowner has sought a response by the City with respect to the development proposals.

Recital No. 3. The development proposals contain land uses that are within the Acceptable Uses. None of the development proposals as presented to the City contain Specific Prohibited Uses or General Prohibited Uses.

Recital No. 4. In light of the development proposals that have been submitted, the City and the Landowner are examining a process whereby the City would consider rezoning the Property to B-3 General Business District.

Recital No. 5. The parties acknowledge that an impediment to rezoning the Property to B-3 General Business District is that the B-3 General Business District identifies the Specific Prohibited Uses and General Prohibited Uses as either permitted, conditional, accessory or interim uses within the B-3 General Business District.

Recital No. 6. The Landowner and the City have determined that the Specific Prohibited Uses and General Prohibited Uses are not appropriate uses for the Property.

Recital No. 7. As part of its development proposals, the Landowner has represented to the City that the Specific Prohibited Uses and the General Prohibited Uses are land uses that will not be made, developed or constructed on the Property. Landowner has voluntarily offered to impose covenants and restrictions on the Property so that the Property is not used for Specific Prohibited Uses and General Prohibited Uses and is not developed or constructed with Specific Prohibited Uses and General Prohibited Uses.

Recital No. 8. The City is willing to consider rezoning the Property B-3 General Business District if such covenants and restrictions are imposed.

Recital No. 9. By this Agreement, the parties desire to impose such restrictions and covenants on the Property.

ARTICLE 3
CITY REVIEW

3.1 CITY REVIEW. The City agrees to review and consider a process of rezoning the Property to B-3 General Business District.

ARTICLE 4
RESTRICTIONS ON LAND USE

4.1 RESTRICTIONS ON PROPERTY RELATING TO SPECIFIC PROHIBITED USES. The Landowner does hereby contract and agree with the City and does hereby impose a restriction on the Property and declare that the Property will not be used for Specific Prohibited Uses and the Property will not be developed or constructed with Specific Prohibited Uses.

4.2 RESTRICTIONS ON PROPERTY RELATING TO GENERAL PROHIBITED USES. The Landowner does hereby contract and agree with the City and does hereby impose a restriction on the Property and declare that the Property will not be used for General Prohibited Uses and the Property will not be developed or constructed with General Prohibited Uses.

4.3 RESTRICTIONS ON PROPERTY RELATING TO ACCEPTABLE USES. The Landowner agrees that the Property will only be developed and used for Acceptable Uses. The Acceptable Uses are subject to and regulated by the zoning ordinances, zoning regulations and zoning requirements of the City of Inver Grove Heights. To the extent any of the Acceptable Uses are conditional uses or interim uses under the applicable zoning district for the Property, the Landowner must obtain a conditional use permit or interim use permit from the City before using or developing the Property for such conditional uses or interim uses. If the zoning applicable to the Property does not allow any particular Acceptable Use, then the Property shall not be used or developed for that particular Acceptable Use.

4.4 RESTRICTIONS ON PROPERTY RELATING TO ARBOR POINTE DESIGN MANUAL. The Landowner does hereby contract and agree with the City and does hereby impose a restriction on the Property and declare that buildings and structures on the Property will be developed, constructed and maintained in conformity with the standards, conditions and requirements of Section 4 of the Arbor Pointe Design Manual (as amended from time to time), which is on file with the City Planning Department as such standards, conditions and requirements relate to architectural components.

4.5 **CITY REMEDIES.** If the Landowner breaches this Agreement, then the City may avail itself of any remedy afforded by law and any of the following remedies:

- a.) the City may specifically enforce this Agreement;
- b.) the City may suspend or deny building and occupancy permits for buildings within the Property;

4.6 **NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER.** In the event any agreement, restriction or covenant contained in this Agreement is breached by the Landowner 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.

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

ARTICLE 5 **MISCELLANEOUS**

5.1 **HEADINGS.** The headings in this Agreement are for convenience only and are not part of this Agreement and do not in any way limit or amplify the terms and provisions hereof. It is understood and agreed that this Agreement has been made following negotiation by the parties and it is, therefore, not to be construed against any party because of draftsmanship.

5.2 **MODIFICATIONS.** All modification to this Agreement must be in writing and signed by the parties hereto.

5.3 **ENTIRE UNDERSTANDING.** This Agreement constitutes the entire understanding between the parties hereto with respect to the subject matter of this Agreement and supersedes all prior arrangements and understandings between the parties hereto.

5.4 **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Minnesota.

5.5 **BINDING UPON PROPERTY.** This Agreement runs with the Property and shall be binding upon the Property.

5.6 **BINDING UPON PARTIES AND ASSIGNS.** This Agreement shall be binding upon the parties hereto and their heirs, successors and assigns.

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

5.8 INCONSISTENCY. If any agreements, covenants or restrictions are inconsistent or if the obligation imposed hereunder are inconsistent, then that provision or term which imposes a greater and more demanding restriction or obligation shall prevail.

5.9 VOLUNTARY AGREEMENT. The Landowner acknowledges and agrees that the Landowner has voluntarily agreed to enter into this Agreement, that the Landowner has consulted with its own private attorney and that the Landowner is willingly making this Agreement.

5.10 NO LIMITATION ON CITY'S ZONING POWER. Nothing contained in this Agreement shall be deemed to limit or restrain the power and authority of the City to exercise its zoning powers with respect to the Property.

The Acceptable Uses are subject to and regulated by the zoning ordinances, zoning regulations and zoning requirements of the City of Inver Grove Heights. To the extent any of the Acceptable Uses are conditional uses or interim uses under the applicable zoning district for the Property, the Landowner must obtain a conditional use permit or interim use permit from the City before using or developing the Property for such conditional uses or interim uses. If the zoning applicable to the Property does not allow any particular Acceptable Use, then the Property shall not be used or developed for that particular Acceptable Use.

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

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

CITY OF INVER GROVE HEIGHTS

By: George Tourville
George Tourville, Mayor

Attest:
Catherine Iago
Catherine Iago, Deputy Clerk

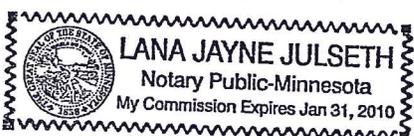
WAL-MART STORES, INC.

By: Jed Harrison
Jed Harrison
Director of Building Development

Approved as to legal terms only
by [Signature]
WAL-MART LEGAL DEPT.
Date: 8/8/2008

STATE OF MINNESOTA)
)
COUNTY OF DAKOTA) ss:

On this 22 day of August, 2005, before me a Notary Public within and for said County, personally appeared George Tourville and Catherine Iago to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and Deputy 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 Clerk acknowledged said instrument to be the free act and deed of said municipality.



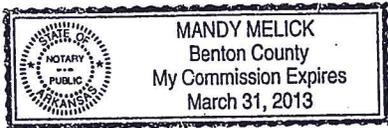
Lana J. Julseth
Notary Public

STATE OF ARKANSAS)
)
COUNTY OF BENTON) ss.

On this 8 day of August, 2005, before me a Notary Public within and for said County, personally appeared Jed Harrison to me personally known, who being by me duly sworn, did say that Jed Harrison is the Director of Building Development of Wal-Mart Stores, Inc., the Delaware corporation named in the foregoing instrument, and that said instrument was signed on behalf of said corporation by authority of the Board of Directors and said Jed Harrison acknowledged said instrument to be the free act and deed of the corporation.



Notary Public *Mandy Melick*



**THIS INSTRUMENT WAS
DRAFTED BY:**

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

AFTER RECORDING, RETURN TO:

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

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Outlots A and B of Arbor Pointe Commons, according to the plat thereof on file and of record in the office of Dakota County Recorder, Dakota County, Minnesota.

EXHIBIT B

ACCEPTABLE USES

Appliance store

Bakery (retail)

Bank or Savings and Loan (building only)

Bank or Savings and Loan (drive-up service subject to IGH City Code § 515.90, subd. 25)

Barber/Beauty shop

Building Supplies and Housewares (retail only and indoor sales and showroom only)

Clinic (only for human care and medical and dental only)

Daycare facility (a conditional use permit must first be obtained)

Dry cleaning; laundry pick-up stations

Electronic store (retail)

Floor covering stores

Florist – retail sales

Furniture store

Gift shop

Hobby shop

Interior decorating store

Jewelry store

Liquor store (off-sale)

Liquor sales (on-sale but only in conjunction with a restaurant)

Medical and dental clinics

Motel/hotel

Music store

Music studio (non-retail)

Music studio with incidental sales

Off-Street Parking (only as an accessory use to other Acceptable Uses)

Optical/eyewear sales

Outdoor storage (a conditional use permit must first be obtained)

Paint and wallpaper sales

Photo processing with film sales

Photography studio (non-retail)

Photography supply and processing

Picture framing

Professional offices, not within office building but within retail center

Restaurant, not including a fast-food restaurant. The term, "restaurant, not including a fast-food restaurant" means a business establishment whose principal business is the selling of unpackaged food to the customer in a ready-to-consume state, in individual servings, or in nondisposable containers, and where the customers consume these foods while seated at tables or counters located within the building.

Restaurant/Fast Food, without any drive-thru (a conditional use permit must first be obtained). The term, "Restaurant/Fast Food, without any drive-thru" means an establishment that offers quick food service of items already prepared, prepackaged or quickly served where orders are not generally taken at the customer's table but at an order/pickup counter but not or at a drive-thru window. Food may be consumed on-site or carried-out.

Retail, general

Sporting goods store

Tanning salon

Veterinary Emergency Clinic/Hospital (small animal only)

Acceptable Uses also includes uses determined to be substantially similar to those uses listed above pursuant to the procedures and requirements set forth in IGH City Code § 515.40, subd. 8.

Acceptable Uses also includes accessory uses to the above-identified list of Acceptable Uses to the extent such accessory uses are permitted in the City's B-3 Zoning District.

EXHIBIT C
SPECIFIC PROHIBITED USES

Automobile body shop. A place where the following services may be carried out; collision service such as frame, or fender straightening and repair, painting and undercoating of automobiles.

Auto repair, major. The general repair, rebuilding, or reconditioning of engines, transmissions, differentials, motor vehicles, or trailer, including body work, frame work, and major painting service.

Auto repair, minor. The replacement of any part or repair of any part that does not require the removal of the engine head or pan, engine, transmission or differential to passenger automobiles and trucks not in excess of 7,000 pounds gross vehicle weight.

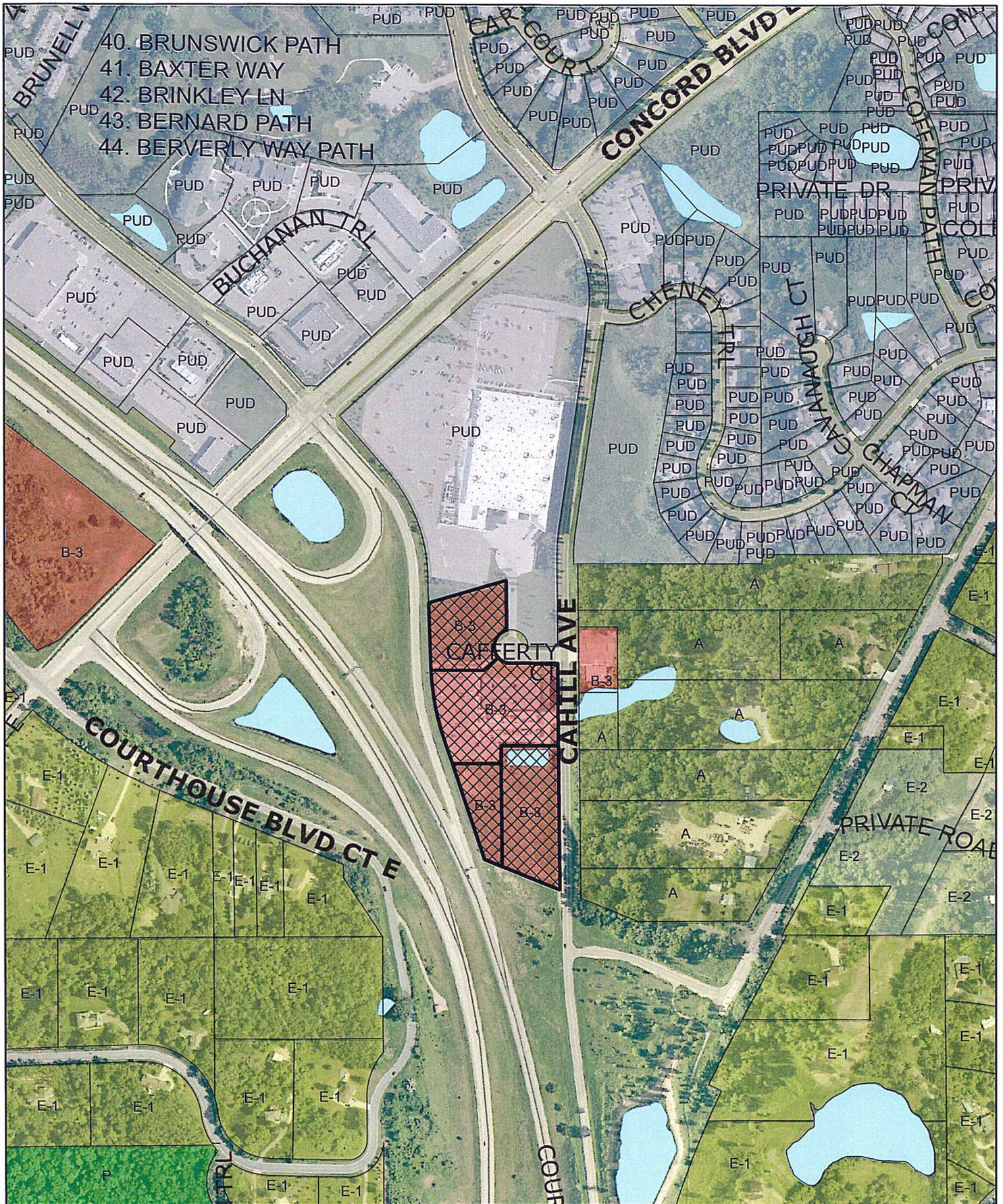
Automobile service station. An establishment where gasoline and other petroleum products are sold and dispensed by a service station attendant and/or self-service. Service stations also include light maintenance activities such as engine tune-ups, minor auto repairs, and lubrication, but exclude Major Auto Repair.

Automobile service center. An establishment in which the retail sale of accessories and services for automobiles are provided as the primary use, including the customary space and facilities for the installation of such commodities on or in such vehicles, but not including the space for facilities for major storage, repair, bumping, painting and refinishing. No petroleum products are sold or dispensed on the premises.

Restaurant, Fast-food With Drive-Thru. An establishment that offers quick food service of items already prepared, prepackaged or quickly served where orders can be taken or delivered at a drive-thru window.



Properties That Were Removed From the Arbor Pointe PUD in 2005



CITY OF INVER GROVE HEIGHTS
 DAKOTA COUNTY, MINNESOTA

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE #789 (ARBOR POINTE PUD
 ORDINANCE AND SUBSEQUENT AMENDMENTS THERETO) RELATING TO A
 MODIFICATION OF ALLOWED USES IN ALL COMMERCIAL ZONING
 DISTRICTS

The City of Inver Grove Heights hereby ordains as follows:

SECTION I. Amendment. Section VI. B. TABLE 1 PERMISSIBLE USES
 table is hereby amended to read as follows:

TABLE I
 PERMISSIBLE USES

Development District

Allowance of Use

NB = Neighborhood Business District
 CSC = Community Shopping Center District
 R & D = Research and Development District
 LB = Limited Business District
 HOTEL = Hotel District

P = Permitted Use
 C = Conditional Use
 A = Accessory Use
 (-) = Prohibited Use

<u>Type of Use</u>	<u>LB</u>	<u>NB</u>	<u>CSC</u>	<u>R & D</u>	<u>HOTEL</u>
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AMUSEMENT DEVICES (PINBALL, VIDEO GAMES, BILLIARDS, ETC.):

Indoor	-	A	P	A	A
Outdoor	-	-	-	-	-

ANIMALS:

Clinic, Small	P	-	P	-	-
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TABLE I
PERMISSIBLE USES (CONTINUED)

<u>Type of Use</u>	<u>LB</u>	<u>NB</u>	<u>CSC</u>	<u>R & D</u>	<u>HOTEL</u>
Clinic, Large & Hospital	-	-	-	-	-
Incineration	-	-	P	-	-
Kennel, Indoor	-	-	P	-	A
Kennel, Outdoor	-	-	-	-	-
ANTENNAS & SATELLITE DISHES:					
Receivers	A	A	A	A	A
Transmitters	-	-	-	-	-
AUTOMOBILE:					
Auto Body, Upholstery	-	-	-	-	-
Gasoline Sales	-	C	C	A	-
Minor Repair (Indoor only)	-	C	P	-	-
Major Repair	-	-	-	-	-
Sales and Rental, Indoor	-	-	P	-	-
Sales and Rental, Outdoor	-	-	C	-	-
Wash, Drive Thru & Self Serve	-	P A	P A	A	-
BAKERY (RETAIL):	-	P	P	-	A
BANK, SAVINGS & LOAN:					
Building Only	P	P	P	-	-
Drive-up Service	P	P	P	-	-
BILLBOARD:					
BINGO PARLOR:	-	-	P	-	-
BOAT & MARINE:					
Indoor Sales, Supply & Service	-	-	P	-	-
Outdoor Storage & Display	-	-	C	-	-
BUILDING SUPPLIES & HOUSEWARES (RETAIL):					
Indoor Sales or Showroom	-	P	P	-	-
Outdoor Sales and Storage	-	-	C	-	-
BUS TERMINAL:					
Passenger Terminal Only	-	-	C	C	-
With Storage & Repair	-	-	-	-	-
CAFETERIA:	-	-	P	A	A
CATALOG STORE:	-	-	P	-	-
CLINIC FOR HUMAN CARE:	P	P	P	-	-
CLUBS & LODGES:					
Private or Public	-	-	P	-	-
COMMERCIAL RECREATION:					
Indoor (i.e. Bowling Alley)	-	-	P	-	A
Outdoor (i.e. Mini-Golf)	-	-	C	-	C
COMMUNITY CENTER:					
Indoor	-	P	P	-	A
Outdoor	-	-	P	-	-
CONFERENCE FACILITY:	-	-	-	P	P
CONTRACTORS' YARD:					
Indoor	-	-	P	-	-
Outdoor Storage	-	-	-	-	-
CONVENIENCE STORE:	-	P	P	-	-
With gasoline sales	-	C	C	-	-

TABLE I
PERMISSIBLE USES (CONTINUED)

<u>Type of Use</u>	<u>LB</u>	<u>NB</u>	<u>CSC</u>	<u>R & D</u>	<u>HOTEL</u>
CONVENTION HALL:	-	-	P	P	A
DAY CARE CENTER:	P	P	P	A	A
DEPARTMENT/DISCOUNT STORE:	-	-	P	-	-
DRY CLEANING/LAUNDRY MAT:	-	P	P	-	-
ELECTRONICS STORE (RETAIL):	-	P	P	-	-
EQUIPMENT RENTAL:					
Indoor	-	-	P	-	-
Outdoor Storage or Display	-	-	C	-	-
FLORAL SHOP:	-	P	P	-	A
GREENHOUSE & NURSERY:					
Indoor	-	-	P	-	-
Outdoor Sales & Storage	-	-	C/A	-	-
GROCERY (RETAIL):	-	P	P	-	-
HEALTH CLUB:					
Indoor	-	-	P	P	A
Outdoor Activity	-	-	P	C	A
HELIPORT:	-	-	C	C	-
HOTEL OR APARTMENT HOTEL	-	-	-	-	P
LABORATORY (MEDICAL, DENTAL, RESEARCH, ETC.)					
Indoor	P	-	-	P	-
Outdoor Testing	-	-	-	C	-
LIQUOR:					
Off-Sale	-	P	P	-	A
On-Sale	-	-	P	-	P
LOTTERY TICKET SALES:	-	P	P	-	P
MANUFACTURING:	-	-	-	A	-
MORTUARY:	P	-	P	-	-
MOTEL:	P	-	-	P	-
MUSEUM:	P	-	P	P	-
NURSING HOME:	-	-	P	-	-
OFFICE:					
Administrative, Professional, Service & Government	P	P	P	P	P
OPEN MARKET:					
7-Day Limit	-	-	P	-	-
OUTDOOR (SIDEWALK) SALE:					
3-Day Limit	-	P	P	-	P
PARKING:					
Open Lot or Structure	A	A	A	A	A
Structure	-	-	C	C	C
PERSONAL SERVICE:					
Barber, Beauty, Tanning	-	P	P	A	A
PHOTOGRAPHY:					
Developing (Retail)	-	P	P	-	A
Studio	-	P	P	-	-
POSTAL OFFICE:					
Principal Use	-	-	P	A	A

TABLE I
PERMISSIBLE USES (CONTINUED)

<u>Type of Use</u>	<u>LB</u>	<u>NB</u>	<u>CSC</u>	<u>R & D</u>	<u>HOTEL</u>
Branch Service	A	A	A	A	A
PRINTING (RETAIL):	-	-	P	A	A
REPAIR (INDOOR):					
Small Engine, Bicycle, Appliances, Etc.	-	C	P	-	-
Outdoor Storage or Display	-	-	-	-	-
RESIDENTIAL USE FOR SECURITY ONLY:	A	-	A	A	A
RESTAURANT:					
Drive-In or Drive Thru	-	-	P	-	-
Fast Food	-	-	P	-	-
Sit-Down	-	C	P	A	P
RETAIL SALES & STORES:					
Unless Otherwise Specified Herein	-	P	P	-	A
SPORTS ARENA:	-	-	C	-	-
STONE & MONUMENT SALES:					
Indoor and Outdoor Display	-	-	P	-	-

Resolution No. 05-12 titled, RESOLUTION APPROVING THE FINAL PUD DEVELOPMENT PLANS FOR A WELLS FARGO BANK BUILDING ON LOT 2, BLOCK 1, INVER GROVE MARKET, subject to conditions as amended with Condition No. 11 to read that the six southern most parking stall be removed.

Ordinance No. 1101 titled, AN ORDINANCE AMENDING SECTION 151 OF THE CITY CODE RELATED TO THE PLANNED UNIT DEVELOPMENT ZONING DISTRICT IN THE SOUTHEAST QUADRANT OF HIGHWAYS 52 AND 494, by Adding the Bank to the list of Permitted Uses and to Assign a Peak PM Hour Traffic Generation Volume of 208 to the property legally described as Lot 2, Block 1, Inver Grove Market.

Ayes: 4 (Grannis, Tourville, Klein, Piekarski Krech)
Nays: 1 (Madden) Motion carried.

7.B. CITY OF INVER GROVE HEIGHTS; Request to Consider First Reading of an Ordinance Amending the Arbor Pointe PUD Ordinance (Ord. 789 and Amendments thereto) Relating to the List of Allowed Uses in all Commercial Zoning districts with the intent of Deleting some of the Uses

Mr. Link explained that Council directed staff to review the allowed uses within the commercial districts in Arbor Pointe to determine if there are any uses that would be detrimental to the continued development of the area and should be eliminated. He explained that due to the areas excellent access and visibility it would be appropriate to encourage a wide variety of retail and service uses in this area. He noted the direction was broad, although it was more specific about eliminating some auto related uses. When reviewing the list of permitted uses, staff considered uses that no longer fit in this area; such as those related to vehicle repair, sales or rental, boat sales, and uses with outdoor storage. He noted a list was prepared that shows uses suggested for possible elimination. He stated that most of the uses on the suggested list are low intensity with open storage or sales and may not be the most efficient use of land for this particular area of the City; although the uses cited for removal are allowed in a number of other areas in the City. He displayed a map showing the properties affected by the ordinance amendment.

Mr. Link advised that one letter was received the owners of Arbor Pointe 14th Addition, located near the Walgreens development, objecting to the changes proposed in the ordinance; a copy of the letter from their attorney was included with the agenda materials. He deferred to the City Attorney to address the content of the letter at a later date as to whether the proposed changes, if made, apply to Arbor Pointe 14th Addition, and if so, when they apply. He explained the property owners are not present this evening but have advised staff they will be here for the second reading of the proposed amendment.

Planning Commission and staff recommend approval of the first reading of the ordinance amendment as presented.

Councilmember Madden questioned if the ordinance amendment would affect the Discount Tire Store recently approved. Mr. Link responded no.

Councilmember Piekarski Krech asked if the map shown this evening is an integral part of the proposed ordinance amendment. She noted that if the map is part of the amendment, Council needs to address Mr. Krech's concerns relating to his property. Mr. Link responded the map is part of the proposed amendment, but pointed out the proposed changes do not affect the zoning of the property, only the permitted uses for the parcel.

Willie Krech, 9574 Inver Grove Trail, stated he recalls that the parcel received a B zoning classification at the time the City was revising the zoning in this area.

Mr. Link stated staff would research the matter. He explained that under the neighborhood business classification there are only two uses suggested for removal; a stand-alone car wash and minor auto repair.

Councilmember Piekarski Krech reiterated her concern that if the map pertains to the proposed ordinance amendment, it should correctly reflect the zoning for the properties shown. Mr. Link stated that there are two more readings for the proposed ordinance and suggested that as part of the action taken this evening, Council could direct staff to research the correct zoning.

Councilmember Piekarski Krech asked why Drive-thru and Drive-In Restaurants are not listed as Conditional Uses. Mr. Link stated that Council has the option to require a CUP, but noted that all restaurants are permitted uses in the Community Neighborhood Business zoning at this time.

Councilmember Madden recalled extensive discussion of zoning in this area when he served on the Planning Commission and recalled discussing R & D Corporate and questioned what uses fall under that designation.

Mr. Link explained that the Research & Development (R & D) is an office use designation and he does not recall the discussion related to the parcel in questions, but advised that staff would research the matter.

There was discussion regarding the zoning of Mr. Krech's brother's property and how the zoning may have changed when the WalMart development occurred. Mr. Link advised that the property owned by Mr. Krech's brother on the south side of the highway interchange is zoned B-3.

Mr. Krech reiterated that he has a prospective client interested in constructing a Tractor Supply store on the property and the store is a permitted use with B-3 zoning. He suggested a representative from the Tractor Supply store give a brief presentation of the project.

Commercial Real Estate Developer Barry Bratland provided a brief overview of the proposed development and displayed photos of the store front and outdoor storage area. He explained that he has been looking in this area for 12 months and has been in negotiations for approximately 6 months to secure three acres of land in this area. He stated he was in the process of drafting a concept site plan and negotiating a purchase agreement when he was informed of the possible ordinance amendment by the Planning Department. He indicated he understands this area is visible and could be classified as a "gateway" to the City and that is why Council has concerns regarding proposed uses in the area.

Councilmember Klein noted the proposed development would be close to the golf course and questioned if Mr. Bratland had considered any other parcels in the area. Mr. Bratland responded that some of the lots he had reviewed were too narrow and long and the parcel on the other side of the interchange does not have sewer and water utility services; he stated he was unsure if the City would allow commercial development without utilities or if the utilities could be installed at a later date. He noted there are approximately three sites in the area that could be used for the store.

Councilmember Madden stated he would not favor this type of use close to the golf course. Councilmember Klein agreed.

Mayor Tourville noted that Mr. Bratland has received input from Council and suggested that Council continue the discussion of the ordinance amendment.

Mr. Bratland thanked Council for their time.

Mayor Tourville suggested that staff research the zoning of the properties in the area and provide a map that reflects the current zoning designations.

Councilmember Klein pointed out that in the City of Eagan they have grouped the uses into quadrants when PUD development occurs and that is what he wished to accomplish in this area. Mayor Tourville indicated that would have to occur in the initial planning stages.

Mayor Tourville asked if Council had to formally receive the letter from the property owner. Mr. Kuntz responded no, since the letter was distributed with the agenda materials.

Mr. Kuntz explained that he has been in contact with the legal counsel for the property owner regarding Outlots C & D that are part of the Walgreens development. He noted that the property owner and his attorney would be present at the next meeting and that they have indicated they would rather not have the suggested uses deleted. He further noted there is a legal question as to the title of Outlots C & D and that he will be forwarding a letter to Council addressing the issue of the outlots this week.

Mayor Tourville asked if staff had reviewed the changes with the Chamber Local Issues group. Mr. Link responded no.

Mayor Tourville noted that it was the intent of Council to proceed with the first reading of the ordinance and discuss any issues at the second reading.

Mr. Kuntz explained that in discussions with the attorney representing the property owner who sent the letter opposing the amendment, it was his understanding that an application to re-plot the property may be filed within the next seven days and that he is not aware of any other pending applications that would be affected by the proposed amendment.

Councilmember Piekarski Krech stated she would prefer to initiate action on the first reading this evening rather than delay the matter; she noted that if necessary the second reading could be postponed.

Councilmember Madden disagreed and stated he would prefer to have more information on the property zoning before the first reading.

Councilmember Piekarski Krech pointed out it would be preferable to initiate the first reading prior to any formal applications being filed for development in this area.

Mayor Tourville commented that the ordinance may not be in place prior to applications being filed. Mr. Kuntz explained that if the three readings are accomplished during January and February and the ordinance is published in March, the new ordinance would be in place to govern any application filed within the 45 day period.

Councilmember Grannis agreed that the first reading should be held this evening in order to get the ordinance in place and prevent any further undesirable uses.

Councilmember Madden indicated that he would support the first reading based on the discussion.

Mayor Tourville asked if there were any further comments from the audience and there was no response.

Motion by Piekarski Krech, seconded by Grannis, to approve the First Reading of an Ordinance Amending the Arbor Pointe PUD Ordinance (Ord. 789 and Amendments thereto) Relating to the List of Allowed Uses in all Commercial Zoning districts with the intent of Deleting some of the Uses

In discussion, Councilmember Klein asked if staff could review the possibility of the “pods” development that has been utilized in Eagan. Mr. Willis noted that the ordinance for development in Arbor Pointe was established several years ago and it is not possible to use that development premise in this area of the City. Mayor Tourville agreed that the City would have had to put the pods in place during the initial application stage of the Arbor Pointe development.

Mr. Krech asked what he would have to do to change the zoning on his parcel. Councilmember Piekarski Krech suggested that he wait until staff has reviewed the matter to determine the correct zoning for the parcel.

Ayes: 5

Nays: 0 Motion carried.

7.C. CITY OF INVER GROVE HEIGHTS; Request to Consider Resolution Ordering Preparation of Report for City Project No. 2005-09D1, 2005 Pavement Management Program, Albavar Path

Mr. Thureen explained the proposed rural street reconstruction project would consist of full-depth reclamation, bituminous paving, re-grading and other drainage improvements, restoration and appurtenances. He advised the project location is on Albavar Path from Akron Avenue to Cliff Road and on 112th Court West. He stated the project would be funded from the Pavement Management Fund and special assessment to the benefited properties; the cost share proportion would be determined using the Pavement Management Program funding policy.

Staff recommends approval of the resolution authorizing preparation of the feasibility study.

Motion by Piekarski Krech, seconded by Klein, to adopt Resolution No. 05-13 titled, RESOLUTION ORDERING PREPARATION OF REPORT FOR CITY PROJECT NO. 2005-09D1, 2005 PAVEMENT MANAGEMENT PROGRAM – RURAL STREET RECONSTRUCTION, AS INITIATED BY THE CITY COUNCIL, on Albavar Path from Akron Avenue to Cliff Road and on 112th Court West.

**RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS**

TO: Mayor and City Council of Inver Grove Heights
FROM: Planning Commission
DATE: April 19, 2005
SUBJECT: CITY OF INVER GROVE HEIGHTS – CASE NO. 05-24PAZ

Reading of Notice

Commissioner Roberts read the request to approve a Comprehensive Plan Amendment to change the land use designation of the parcels from O, Office to CC, Community Commercial, and a rezoning to remove the parcels from the Arbor Pointe PUD Ordinance No. 789 and rezone to B-3, General Business for the property located at the corner of Cahill Avenue and Cafferty Court. 66 notices were mailed.

Presentation of Request

Allan Hunting, Associate Planner, explained the request as detailed in the report. He advised that City Council directed staff to initiate a public hearing for the rezoning and Comprehensive Plan amendment for three parcels; one owned by Willi Krech and the other two owned by Wal-Mart. The request includes rezoning the parcels by removing them from the Arbor Pointe PUD Ordinance and rezoning them from R&D, Research and Development and LB, Limited Business to B-3, General Business and changing the Comprehensive Plan Land Use Designation of the three parcels from O, Office to CC, Community Commercial. A report was provided which included background on the topic for the Planning Commission to make a recommendation.

Commissioner Simon noted there was no signage posted on the property advising the public of the proposed land use changes.

Mr. Hunting advised that a sign was requested and should have been in place.

Commissioner Mandell questioned whether the parcels should be removed from the Arbor Pointe PUD Ordinance as they would then no longer be required to adhere to the design standards of Arbor Pointe.

Mr. Hunting stated that if the parcels were changed to B-3 they would no longer be required to adhere to the design manual of the Arbor Pointe PUD.

Chair Bartholomew asked for a brief background on why the property was originally zoned R&D.

Tom Link, Director of Community Development, advised that the property was acquired as part of the improvements to the Arbor Pointe area interchange. The City had no need for it and therefore sold it. At the time it was thought that the uses associated with R & D would be more consistent with the uses anticipated for that area.

Opening of Public Hearing

Chris Riess, 9281 Cheney Trail, stated that it was normal practice to consider a rezoning/comprehensive plan change only after receiving a specific request and questioned why

Recommendation to City Council

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the Planning Commission was asked to discuss this change without an actual application. He urged the Commission to thoughtfully discuss this matter rather than considering it a directive from City Council.

Chair Bartholomew asked staff how this request got to them without an actual application.

Mr. Link stated that during the recent Arbor Pointe ordinance amendment regarding eliminating some uses, Willi Krech questioned the correct zoning of the "Krech Garden Center Parcel" as it was his understanding that it was zoned B-3. Staff reviewed the planning file on this property and found that the property was rezoned from B-3 to R & D and LB in 1998 before the property was deeded to Mr. Krech. At that point City Council directed staff to initiate the rezoning and Comprehensive Plan amendment and present it to the Planning Commission for discussion.

Commissioner Simon asked how the Wal-Mart sites then got attached to the application.

Mr. Link stated that one of the uses proposed for the Krech property, Tractor Supply Company (TSC), would need the Wal-Mart property as well as the Willi Krech property and it was decided that the parcels needed to be looked at as a group instead of individual parcels.

Commissioner Simon asked if all properties would be purchased by the same person, to which Mr. Link stated not necessarily.

Commissioner Simon asked why the City would rezone a parcel if there was no specific proposal for it.

Mr. Link stated that the City has the authority to change zoning as it desires, not only when considering a specific application. He added that the basic questions the Commission should discuss were if it would be more appropriate to rezone the property to B-3 rather than the current Office and R&D designation, and should it be inside or outside of the Arbor Pointe PUD.

Commissioner Simon asked why the parcel on the north side of Cafferty Court would not be changed also.

Mr. Link advised that the parcel in question had an open space easement over it as part of the open space requirements for the Wal-Mart store and would remain as is.

Mr. Hunting advised also that it was not a separate parcel, but was actually part of the Wal-Mart lot.

Commissioner Mandell stated he was reluctant to lose another potential restaurant site to a Tractor Supply Store. He added that the plan appeared to have a lot of outside storage.

Vance Grannis, representing Mr. Krech, 1260 Yankee Doodle Road, Eagan, stated that originally hotels were planned for the existing Walgreen's site and therefore it was thought that Office and R&D would be a compatible use. That concept later vanished from the site, making Office and R&D designations no longer practical. He stated it was Mr. Krech's understanding that Council had communicated that his parcel would be changed back to B-3, but when staff checked the minutes they couldn't find documentation of that. He stated that at that time

Council decided to initiate the rezoning rather than ask Mr. Krech to apply for it, and that Council thought it made sense to keep the entire area together rather than rezoning just the Krech piece. He stated that Mr. Krech has been marketing his property for years, but that potential buyers have been unwilling to go through the process of rezoning the property for a retail, restaurant, etc. use. He added that the Tractor Supply store being discussed for the site would be a different style from the one in South St. Paul, and added that the other parcel is being actively marketed for a sit-down restaurant. Mr. Grannis then provided a diagram of the area TSC would likely occupy.

Commissioner Gooch asked how the site would be accessed, to which Mr. Grannis advised via Cahill Avenue to Cafferty Court.

Barry Brottlund, coordinator for TSC, 3643 Lincoln Street NE, Minneapolis, explained how the configuration of the property made it difficult for most businesses to fit on the property, therefore prompting them to join the two properties and replat them in such a manner that all the businesses on the property could face the traffic stream. He stated that TSC was waiting to make application until after they received the proper zoning necessary to accommodate their use.

Commissioner Wippermann asked if the rezoning was needed for the outdoor storage.

Mr. Brottlund stated that outdoor storage was an essential part of their business and would be conditionally permitted in the B-3 zoning.

Commissioner Wippermann asked if the outdoor storage would be kept within the wrought iron fence shown on the preliminary plan, to which Mr. Brottlund stated that it would with the one exception of some seasonal items that would be displayed during the day on the walkway in front of the building (small lawn tractors, etc.).

Commissioner Gooch asked if TSC would be willing to adhere to the design standards of Arbor Pointe.

Mr. Brottlund stated they were flexible to a certain degree on the design criteria. Mr. Brottlund asked if all the commercial buildings in Arbor Pointe had identical exteriors.

Commissioner Roberts stated that all the commercial buildings in Arbor Pointe were very similar, and that the Commission felt very strongly about maintaining the continuity of the area.

Mr. Brottlund asked Commissioner Roberts if he would object to an Olive Garden or similar restaurant coming in if they refused to change their appearance, to which Commissioner Roberts stated he would, adding that in his opinion any company seriously interested in building in the area would change their design standards to fit the criteria.

Mr. Brottlund asked if Arbor Pointe was governed by the City or the residents, to which Mr. Link replied that the City ultimately had control over the architectural design of the buildings in Arbor Pointe.

Commissioner Mandell stated he doubted that a restaurant such as Olive Garden would walk

away because of architectural standards, and stated that in his opinion an Olive Garden would be well received, in part because of the design standards in place.

Chair Bartholomew asked if fast food could be eliminated from B-3 by the conditional use.

Mr. Hunting replied that if it was allowed by conditional use, and the applicant met the performance standards of the ordinance and conditional use criteria, typically it would be hard to deny the request. He advised that eliminating a use would have to be done by ordinance amendment.

Chair Bartholomew asked if the same principle applied to outside storage, to which Mr. Hunting replied that the City would have some flexibility in setting standards regarding screening, location, amount, etc. for outdoor storage

Commissioner Mandell stated he would be opposed to rezoning the Wal-Mart parcels as Wal-Mart at one time indicated they would like to be surrounded by fast food restaurants. He asked if there was an alternative other than B-3 which would protect the neighborhood from fast food but still allow desirable uses.

Willi Krech, 9574 Inver Grove Trail, stated that a Tractor Supply store would add value to the community. He advised that he has been actively marketing a sit-down restaurant for the other parcel and has been approached by interested parties, but can't finalize anything because it is currently not a permitted use. He stated that in his opinion complying with the design standards of Arbor Pointe would not be a problem for most interested companies.

Commissioner Mandell asked if interested parties are requesting B-3 zoning specifically, or if they simply need zoning compatible to their use.

Mr. Krech stated it was his understanding that TSC needed B-3 zoning as it would allow for outdoor storage. He then advised the Commission that this land was originally acquired from the City as a result of the rerouting of Concord Boulevard and Highway 52, and that in the process he essentially traded B-3 zoned land for what he thought was another B-3 zoned parcel.

Mr. Link stated that he was hearing four issues: 1) the design standards of Arbor Pointe, 2) allowing a sit-down restaurant, 3) not allowing fast food, and 4) outdoor storage. He outlined two options. The Arbor Pointe Community Shopping Center designation, which would provide design standards, would allow a sit-down restaurant, would allow fast food, and would not allow outdoor storage. B-3 on the other hand would not provide the design standards, but would allow a sit-down restaurant, fast food and outdoor storage.

Commissioner Wippermann asked if it could be rezoned with conditions attached such as design criteria.

Mr. Link explained that the difficulty with the B-3 zoning was that any criteria changed for this property would be changed for all other property zoned B-3 in the City, whereas with the Arbor Pointe PUD there was more flexibility as it was a smaller area.

Mr. Riess suggested the Commission utilize the Limited Business designation, stating it was an existing unused designation in Arbor Pointe. He stated the City could add the components they wanted and eliminate the ones they didn't and therefore get exactly what they were looking for.

Mr. Link stated that staff suggested another option, the Arbor Pointe Neighborhood Business designation. He added that it would maintain the design guidelines, would allow a sit-down restaurant, would not allow fast food, and currently prohibited outdoor storage but could be amended.

Commissioner Wippermann asked if that would affect other areas zoned Neighborhood Business, to which Mr. Link replied it would not as currently there were no other properties zoned Neighborhood Business in Arbor Pointe. He added that additional provisions regarding outdoor storage could also be added, such as construction materials, pillars, screening, amount, etc.

Mr. Link advised that if Neighborhood Business was the direction the Planning Commission wanted to pursue, the City would have to schedule another public hearing.

Mr. Grannis stated that the term outside storage seemed misleading, as TSC was proposing a display area rather than traditional outdoor storage such as that found in a lumber yard. He stated that they could use any new zoning designation, since it would not affect any other land as long as this would be the only piece of that type in the City.

Commissioner Roberts stated that the way Tractor Supply displays their product at the South St. Paul store would not be acceptable in Inver Grove Heights, and that he would like some assurances that they would not.

Commissioner Simon asked if the area behind the metal fences was considered outdoor storage.

Mr. Grannis stated in his opinion it was more display than outdoor storage.

Mr. Link advised that the City has always interpreted what TSC is proposing as outdoor storage. He added, however, that the quality and design of the fencing, and size of the material they would be storing was quite different from what is typically considered outdoor storage (contractors yard, used car dealership, etc.) and could perhaps be addressed in the ordinance language. He commented that the Planning Commission should address the two questions asked by City Council, which was should the property be zoned B-3 and should it be pulled out of the Arbor Pointe PUD. He added that if the Commission didn't feel comfortable with either of those options, it would be within their purview to recommend something other than that, such as Neighborhood Business with some allowances for outdoor storage.

Commissioner Hoffmann asked Mr. Brottlund if he had an issue with rezoning to Limited Business or Neighborhood Business, or if they would prefer to be removed from the Arbor Pointe PUD.

Mr. Brottlund stated he did not object in concept to rezoning to either of those designations, as long as it would allow their proposed use, along with sit-down restaurants.

Commissioner Mandell asked how the Commission should proceed, to which Mr. Link advised that if the Commission would like to recommend Neighborhood Business as opposed to the two existing requests they could take their recommendation on to City Council and if City Council wanted to go that route they would then bring it back to the Planning Commission for another public hearing.

Mr. Krech stated he would prefer B-3, but would be willing to discuss another zoning designation compatible with B-3. He added that he would not be opposed to prohibiting fast food.

Mr. Riess suggested that the City designate the property as Limited Business and add any desired uses, rather than using Neighborhood Business which may have some uses not appropriate for this area.

Planning Commission Recommendation

Motion by Commissioner Mandell, seconded by Commissioner Simon, to recommend against the initiation of a rezoning for the three parcels by removing them from the Arbor Pointe PUD Ordinance and rezoning from R&D, Research & Development to B-3, General Business. Motion carried (8/0).

Motion by Commissioner Mandell, seconded by Commissioner Boerbon, to recommend the subject property be rezoned to either Limited Business or Neighborhood Business with the understanding that they would allow for the potential for retail, sit-down restaurants, outdoor storage, and design standards, and not allow fast food restaurants.

Motion carried (8/0). This matter goes to City Council on May 9, 2005.

Attorney Kuntz asked the applicant to confirm agreement to install the sprinkler systems. Ms. Gill responded the CDA agrees to install the systems.

There was discussion regarding the reason for requiring the sprinkler system installation due to low water pressure and if any alternatives would be acceptable.

Mayor Tourville pointed out that the applicant has agreed to install the sprinklers in each building so the issue is resolved.

Mayor Tourville asked if there were comments from the audience and there was no response.

Motion by Madden, seconded by Piekarski Krech, to adopt the following:

Resolution No. 05-80 titled, RESOLUTION APPROVING THE FINAL PLAT KNOWN AS LAFAYETTE EAST 4TH ADDITION, subject to conditions as listed.

Resolution No. 05-81 titled, RESOLUTION APPROVING THE FINAL PLANNED UNIT DEVELOPMENT PLANS AND DEVELOPMENT CONTRACT FOR LAFAYETTE EAST 4TH ADDITION, subject to conditions as listed,

Ayes: 5

Nays: 0

Motion carried.

RECESS: Council took at brief recess at 8:55 p.m. and reconvened at 9:05 p.m.

7.E. CITY OF INVER GROVE HEIGHTS; Request for Ordinance Amendment to the Arbor Pointe PUD and Rezoning of Three Parcels of land and a Comprehensive Plan Land Use Map Amendment Changing the Guided Use of the Parcels, for property located next to Cafferty Court and Cahill Avenue:

Mr. Link explained that staff was directed by Council to initiate a rezoning and comprehensive plan amendment for three parcels along Cafferty Court and Cahill Avenue; the parcels include one owned by Willie Krech abutting Cahill Avenue, and two owned by Wal-Mart, south of the Wal-Mart store. He stated that the current zoning designation of the three properties is primarily for office and service type uses and changing to a B-3 zoning district would allow a wide range of retail uses. He further stated that removing the properties from the Arbor Pointe Ordinance would limit the City's review on external building design criteria that are contained in the Arbor Pointe Design Manual.

Mr. Link stated that the Planning Commission review focused on four objectives; 1) maintain the design requirements over exterior materials and site design as contained in the Arbor Pointe Design Manual; 2) allow for sit-down restaurants; 3) prohibit fast-food restaurants; and 4) allow outdoor storage with certain restrictions. He advised that neither the B-3 District nor any district in the Arbor Pointe PUD Ordinance meet all of these objectives.

The Planning Commission recommended the properties; 1) remain in the Arbor Pointe PUD Ordinance; 2) be rezoned to either Limited Business or Neighborhood Business, and; 3) the allowed list of uses be amended to allow for retail uses, sit-down restaurants, open storage with conditions and exclude fast-food restaurants. He explained this would require a new public hearing because it is not what Council directed for a zoning change.

Mr. Link advised that after the Planning Commission meeting, Vance Grannis, Mr. Krech's legal counsel, provided a memo to staff which suggested that if the property is to remain in the Arbor Pointe Ordinance, it be rezoned to NB, Neighborhood Business, and that the list of uses be amended to include the list attached as an exhibit. He noted that many of the suggested uses are allowed in the B-3 District. He further explained that he received a phone call today from Vance Grannis who stated that Tractor Supply is interested and ready to proceed and he questioned if the application could proceed in conjunction with the rezoning if Planning Commission recommendations are accepted. He pointed out that an application for Tractor Supply could be heard at a public hearing in conjunction with the rezoning and that there would be an opportunity to set the guidelines while reviewing the application.

Councilmember Madden questioned if there is an opportunity to maintain the Arbor Pointe Design standards if the property is zoned B-3. Mr. Link responded no since those standards would then have to be applied throughout the City in B-3 Districts.

Councilmember Klein asked Mr. Krech to comment on which zoning classification he would prefer.

Darcy Winter of DE Winter & Associates, explained she is present to represent Wal-Mart. She asked if it would be possible to rezone the properties to B-3 and add language to a deed restriction that specifies uses and design criteria.

Mr. Kuntz explained that a deed restriction has a life-span of 30 years and he has concerns regarding future enforceability of the zoning uses. He noted that although Wal-Mart would agree at this time, the next owner may disagree with the restrictions and the City has no authority to mandate deed restrictions.

Ms. Winter commented that she is used to deed restrictions having a 99 year life-span. She asked if the matter could be handled through a developer's agreement. Mr. Kuntz explained that use of a development agreement would create a mechanism for City's enforcement of the uses and design criteria. He questioned if Ms. Winter had the authority to speak on behalf of Wal-Mart. Ms. Winter responded yes and explained that a representative from Wal-Mart is also present.

There was discussion regarding uses that would be allowed under the B-3 zoning and the possibility of amending the PUD ordinance to create a new district. Mr. Krech indicated he does not wish to sell his property for an auto dealership or fast-food use.

Councilmember Piekarski Krech expressed concern that other property owners may request rezoning and that she prefers to establish some method of restricting the B-3 zoning to prohibit fast-food, car dealerships and auto service related uses.

Ms. Winter stated that Wal-Mart would agree to those restrictions on their parcel.

Barry Bratlund, Tractor Supply Company, explained that the other parcel he was interested was zoned Community Commercial and prohibited outdoor sales and storage; he stated that Tractor Supply Company would be willing to work with any criteria established and that he would defer to Wal-Mart as the property owner.

Councilmember Klein noted that the Tractor Supply building would resemble the exterior of Wal-Mart if the Council requires the Arbor Pointe Design Manual standards remain in place. Mr. Bratlund stated his preference would be for the B-3 zoning and that Tractor Supply would construct an attractive building.

Mr. Kuntz asked the representatives of Tractor Supply and Wal-Mart to voice their expectation if the properties are rezoned to B-3 and if all three parcels would be sold to one user or have multiple uses.

Ms. Winter stated that Wal-Mart would retain Outlot A for a future user and that Outlot B would be used by Tractor Supply along with the Krech parcel.

Councilmember Piekarski Krech asked if Wal-Mart has a proposed use for Outlot A. Ms. Winter explained the parcel is for sale and that Wal-Mart is aware of the fact that the City would prefer a sit-down restaurant.

Mr. Bratlund explained that Tractor Supply Company is interested in purchasing Outlot B and a portion of Mr. Krech's parcel; he noted there would be a remnant parcel of approximately 3 acres at the south end of Mr. Krech's property.

Mayor Tourville asked if there were any comments from the audience.

Christopher Reiss, 9281 Cheney Trail, commented that it would make more sense to expand the Limited Business zoning classification than to re-write the appropriate uses for the zoning district. He stated there does not appear to be undesirable uses in the limited business district, while the B-3 zoning opens up a larger range of uses. He further stated that his concern relates to possible future uses for the undeveloped parcel of land. He also noted that the parcel owned by Wal-Mart was originally proposed for office use and they are "piggy-backing" on the Krech rezoning request. He agreed that the City should use the method that retains control and enforceability.

Councilmember Piekarski Krech again questioned if this rezoning would prompt other requests from property owners in this area and if there would be repercussions due to the fact that Tractor Supply moved its interest to this site because outdoor storage was not permitted on the property the store originally sought for development.

Mayor Tourville pointed out that Council should review the zoning issue as a separate matter from future applications. He also noted that no formal application was submitted by Tractor Supply for any other parcel so there should be no repercussions.

Mr. Krech commented that the City makes it difficult for owners of small parcels to develop their land with the zoning requirements and incorrect zoning for the area.

Councilmember Madden agreed with the Planning Commission recommendation to maintain the design criteria and to prohibit fast-food and auto service related uses.

Ms. Winter suggested creating a zoning district to meet the requirements. Councilmember Madden asked if that could be done by creating a PUD district. Mr. Link stated that would be an option.

Mr. Reiss suggested that most of the uses in the Limited Business District are acceptable and he was unsure if the B-3 zoning district could be restricted; he noted that no one objects to the Tractor Supply proposal and that Limited Business could be modified to accommodate the application.

There was discussion regarding which zoning classification would be most acceptable and how this matter could be successfully resolved.

Mr. Kuntz stated that zoning classifications have to be uniform throughout the City. He noted that if the B-3 zoning is approved, a development contract could be used to restrict the type of development that occurs on the site and establish criteria so that the project performs according to the Arbor Pointe Design Manual.

Mayor Tourville asked the City Attorney for an opinion on the best way to approach the request. Mr. Kuntz advised that Council should exercise its zoning power to maintain control and that a deed restriction would not provide the same type of control.

Mr. Krech stated that if the B-3 zoning were approved, the City could be protected if the property owners are willing to commit to a long-term development agreement for the parcels.

Councilmember Madden asked if the rezoning could be contingent upon an approved plan and revert back if no plan is submitted.

Mayor Tourville asked the attorney if there could be language incorporated into the approval of the rezoning. Mr. Kuntz responded yes and suggested that the property owners be asked if they would agree to a contract that incorporates performance standards and limits the uses for their parcels. He also noted that the rezoning would not become effective until a contract is signed by both parties.

Mayor Tourville suggested that both parties review the prohibited uses in the Arbor Pointe PUD ordinance; auto uses fast-food, animal uses, pawn shops.

Mr. Krech questioned why the emergency veterinarian clinic would be prohibited. Councilmember Madden explained that some people had concerns regarding noise from housing the animals.

Mayor Tourville summarized by stating that generally Council concurs with the proposed B-3 rezoning pending execution of a development contract from the property owners that stipulates they agree to following the design manual for the Arbor Pointe PUD and omitting some undesirable uses as discussed. He further noted that Tractor Supply could make application for development to concur with the public hearing for the proposed rezoning.

The Mayor asked if there were further comments and there was no response.

Motion by Madden, seconded by Piekarski Krech, to adopt the following:

Ordinance No. 1113, AN ORDINANCE AMENDING SECTION 515 OF THE CITY CODE, for property described as Outlots A and B, Arbor Pointe Commons and the property owned by Mr. Krech, by removing three parcels from the Arbor Pointe PUD, and rezoning those three parcels to B-3 General Business, subject to execution of a Development Contract BY June 30, 2005, whereby the property owners, WalMart and Krech, agree to

follow the Arbor Pointe Design Manual, and whereby certain specified uses under the B-3 Zoning designation will not be used or constructed on the subject properties.

Resolution No. 05-82 titled, RESOLUTION APPROVING A COMPREHENSIVE PLAN AMENDMENT TO CHANGE LAND USE FROM O, OFFICE TO CC, COMMUNITY COMMERCIAL, for three parcels owned by Wal-Mart and Mr. Krech as legally described in the resolution, subject to conditions as listed.

Ayes: 4 (Tourville, Madden, Klein, Piekarski Krech)
Nays: 0
Abstain: 1 (Grannis) Motion carried.

7.F. Complaint Regarding Simon Delivers Operation

Mr. Link explained a complaint was received from Mike Wolff and Diane Darrow regarding outside night time noise at the Simon Delivers' facility on Carmen Avenue. He stated that a Conditional Use Permit was approved for Simon Delivers on September 8, 2003 and subsequently the City has received complaints from the neighbors west of the property about operations noise. He noted that staff hosted a meeting between the neighbors and Simon Delivers on October 13, 2004 to discuss the noise issue. Simon Delivers agreed to modify aspects of their operations to address the noise; a discussion of the specific changes is outlined in the letters from Simon Delivers dated December 22 and October 26, 2004. He pointed out that there are no conditions related to noise from the facility in the CUP resolution that was adopted by Council on September 8, 2003 and to staff's knowledge, Simon Delivers is in compliance with the CUP conditions.

Mayor Tourville asked if there was anyone present who wished to speak.

Mike Wolff, 6340 – 64th Court East, explained the loading docks for this operation are within 50 yards of his bedroom window and that the first semi-trucks arrive at 2:00 a.m. He noted that all storage is outside in the semi-trucks and the forklifts move the product back and forth on pallets between 2:00 a.m. and 10:00 p.m. Sunday through Friday. He advised that he does not get a full night's sleep because his windows rattle and he has replaced the windows in his home. He has asked for the docks to be moved, enclosed or a sound fence be installed. He advised he did get a petition signed by the neighbors outlining their concerns.

Rick Schoumacher, 6360 East 64th Street, stated he is disappointed that he was not notified of this meeting or the meeting with Simon Delivers. He noted that none of the neighbors concerns have been addressed over the last two months. He explained the company leaves the refrigeration trucks running and there is a constant smell of diesel fuel; he stated he cannot leave his windows open in the summer months due to the noise. He stated that Simon Delivers needs to address the concerns of the neighbors in a timelier manner.

Keith Morgan, 6280 Carleda Way, agreed that he cannot open his windows during the summer months due to the noise. He explained the "beeping" noise when the trucks back-up is extremely annoying. He noted that the fence is not solid and does not block the noise. He also stated he was not notified of the meeting this evening.

Councilmember Klein asked if Simon Delivers was notified of the meeting and complaint. Mr. Link responded yes.

Chris Servais was present to represent Simon Delivers. He explained that he has been before Planning Commission and Council when the CUP application was reviewed. He noted that the he presented the operations of the company as it operates today and that the items listed in the letter have been addressed in a timely manner. He noted the start time was shifted to one hour late and he reduced the number of trailers from three to two that during the early hour shift. He explained that the refrigeration trucks are shut off upon arrival during the winter months. He noted that the company begins deliveries at 7:00 a.m. and therefore, needs to begin operations at 4:00 a.m. He further noted that there is no traffic during the evening hours between 10:30 a.m. and 2:30 a.m.

Mayor Tourville stated that installation of a fence was one of the conditions of approval, but apparently the structure does not reduce the noise.

Councilmember Madden asked how close the fence is to the adjacent property and what is the length of the fence. Mr. Servais stated it is 130 feet from the neighbor's property and it is approximately 50-60 yards long. He suggested a sound barrier wall or a berm might eliminate some noise.



Current Trailer Sales Location 9601 Jefferson Tr. (Hwy 149)

