

INVER GROVE HEIGHTS CITY COUNCIL AGENDA

Monday, February 25, 2019

8150 BARBARA AVENUE

7:00 P.M.

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **PRESENTATIONS**

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

- A. i. Minutes of January 28, 2019 City Council Meeting Minutes
- ii. Minutes of February 4, 2019 City Council Strategic Planning Work Session
- B. Resolution Approving Disbursements for Period Ending February 20, 2019
- C. Consider Approval of Plans and Specification and Advertising for Bids for the North Valley Pickleball Court Project
- D. Consider Awarding a 3 Year Portable Toilet Contract
- E. Consider Pay Voucher No. 3 for City Project No. 2018-13 – Public Works Maintenance Facility HVAC Improvements
- F. Consider Adoption of the updated City of Inver Grove Heights Emergency Operation Plan (EOP)
- G. Personnel Action

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 HEARING:**

- A. Approval of Temporary Liquor License for St. Patrick's Church

7. **REGULAR AGENDA:**

PARKS AND RECREATION DEPARTMENT:

- A. Consider the Second Reading of Ordinance Changes Related to Dog Licensing, Dog Leashes, Dangerous Dogs

POLICE DEPARTMENT:

- B. Consider Third Reading of Ordinances Amending City Code 5-5-6, 5-5-12, and 5-9-2 Concerning Nuisance Noise, Creation of a New Chapter 14 to Title 4 Creating a Permit for a Large Assembly, And Creation of a New Chapter 15 to Title 4 Concerning Excessive Consumption of City Services

ADMINISTRATION DEPARTMENT:

C. Consider Sale of 6.27 Acre Parcel to Dakota County for Training Center

8. MAYOR & COUNCIL COMMENTS:

9. EXECUTIVE SESSION:

A. Executive Session Pursuant to Minn. Stat. § 13D.05, Subd. 3(c)2 & 3:

Discuss Doffing Ave. Property Acquisition Related to Heritage Village Park for Property Located at:

LSS Properties LLC – 6455 Doffing Ave – 20-36500-32-110

10. ADJOURN:

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

**INVER GROVE HEIGHTS CITY COUNCIL MEETING
MONDAY, JANUARY 28, 2019 - 8150 BARBARA AVENUE**

1. CALL TO ORDER 2. ROLL CALL:

The City Council of Inver Grove Heights met in regular session on Monday, January 28, 2019, in the City Council Chambers. Mayor Tourville called the meeting to order at 7:00 p.m.

Present were: Councilmembers Piekarski Krech, Bartholomew, Perry, and Dietrich; City Administrator Lynch, City Attorney Kuntz, Community Development Director Gundlach, Parks and Recreation Director Carlson, City Planner Hunting, Associate Planner Botten, Interim Police Chief Folmar, Fire Chief Thill, Fire Lieutenant Rank, and City Clerk Tesser.

3. PRESENTATIONS:

There were no presentations this evening.

4. CONSENT AGENDA:

A. Minutes of January 7, 2019 City Council Meeting Minutes.

B. Resolution 19-21 Approving Disbursements for Period Ending January 23, 2019.

C. Approval of Individual Massage Therapist Min Su with Sunny Asian Massage.

D. Approve of Rental Licenses.

E. Consider Pay Voucher No. 2 for City Project No. 2018-13 – Public Works Maintenance Facility HVAC Improvements.

F. Consider **Resolution 19-22** Accepting Proposal for Water System Modeling and Review Services from Stantec Consulting Services Inc. (Stantec) for Industrial Equities Site 2 at Outlot C, Gene Worrells Church Acres.

G. Honsa Surveying – Case No. 18-61VAC; Consider a **Resolution 19-23** Approving the Vacation of Existing Drainage and Utility Easements within Lot 2, Block 2, Deka Estates.

H. Consider Purchase of Golf Car Fleet.

I. Consider Purchase of Golf Course Capital Equipment 2019.

J. Consider **Resolution 19-24** and Authorize Execution of a Tax Increment Financing Development Agreement and Escrow Agreement with Hampton Senior Care of Inver Grove Heights, LLC Concerning the Scenic Hills Development.

K. Authorization to Proceed with Posting and Hiring of the Community Development Director Position.

L. Supplemental Council Meeting Minutes Regarding Recessed Council Meeting Held on Monday, December 17, 2018.

M. Summary of Performance Evaluation; January 28, 2019 Council Meeting.

N. Personnel Action.

Councilmember Bartholomew requested pulling Agenda Items 4H and 4I.

Motion by Piekarski Krech second by Bartholomew to approve the Consent Agenda with the exception of Agenda Items 4H and 4I.

Ayes: 5

Nays: 0 Motion carried.

Councilmember Bartholomew discussed Agenda Items 4H to Consider Purchase of Golf Car Fleet, and Agenda Item 4I to Consider Purchase of Golf Course Capital Equipment 2019 at the same time. He stated that he wanted to make sure that the Council was in agreement to what the debt is for the Golf Course and what the annual payments will be. He commented that there is an outstanding debt for the 2016 improvements, the 2018 equipment purchase, the 2019 equipment purchase, and the 2019 capital equipment. He stated in the future that the Council would have to be aware of the Enterprise Fund for the Golf Course and make sure the revenue is there.

Parks and Recreation Director Eric Carlson commented that himself, along with Matt Moynihan, Clubhouse Superintendent, and Joel Metz, Golf Course Superintendent, anticipate that if the end of the golf season is what they expect it to be, there is a good chance they would be able to retire the Capital Equipment purchases from 2018 with the revenues received and then take a large portion out of the 2019 Capital Equipment purchases. He commented that they are aware of the financial expectations that the City Council has regarding the Golf Course and have thoroughly reviewed this request before making the recommendation.

Councilmember Bartholomew commented that he felt the course is ready and primed, especially with the memberships they sold the prior year. He stated that the council should keep tabs on the bottom line.

Councilmember Piekarski Krech commented that the employees and Parks and Recreation Director Carlson are taking responsibility as they know the bottom-line rests on them.

Mayor Tourville commented that there was talk on Social Media. He stated that they are planning an update on the Golf Course in Insights closer to the golf season, so residents know where things stand. He stated that they are a year over on the golf carts, and that by not doing anything the maintenance would be worse. In the past they have leased but will not be doing a lease this time. He stated that they would be borrowing from internal funds and will save between \$13,000 to \$18,000. Improvements have been done. They did well in 2018, despite the weather.

Parks and Recreation Director Carlson stated that in May 2019, they will have the audited financial results of the 2018 Golf Course season, which they expect to be positive. They will be putting together information for an upcoming Insights article that talks about the Golf Course from a factual position so the Community will know where the Golf Course is at financially.

Mayor Tourville stated that it is an Enterprise Fund. Things are being paid for by the golfers. This includes golf cars and some lawnmowers that are needed.

Councilmember Dietrich commented that she did not feel she had enough details to vote on this. She stated that residents have asked her about seeing the specific maintenance logs on the golf car fleet. She commented that gas engines last longer than a battery run rig. She requested seeing specifics on that.

Parks and Recreation Director Carlson responded that the current golf carts are carburetor engine. The golf carts proposed to be purchased are EFI Engine. He stated that they expect to get eight to ten years out of the next fleet, as opposed to six to seven years. The current ones lasted eight years. He commented that if they don't replace the fleet now, they would have to invest between \$10,000 to \$12,000 in parts into the existing fleet and spend approximately 80 to 100 hours in labor. The fleet would be another year older, and the cost of the new cars a year from now would be more expensive. He stated that the EFI Engine should save them about \$4,000 a year just in fuel costs because the engines are more efficient than the carburetor engine.

Councilmember Dietrich commented that she still did not feel she had enough documentation. She asked how many hours the current fleet was in maintenance.

Parks and Recreation Director Carlson responded that he put in an email that on a typical week they have between two and six cars needing repair during the golf season. The current fleet is at the age that a number of issues have taken place. He commented that it impacts having enough golf cars on the Golf Course to generate the revenue to help support the entire operation.

Parks and Recreation Director Carlson stated that if approved, they expect delivery of the fleet on April 1st.

Motion by Bartholomew second by Perry to approve Agenda Item 4H to Consider Purchase of Golf Car Fleet.

Ayes: 4

Nays: 1 Dietrich on Agenda Item 4H. Motion carried.

Agenda Item 4I to Consider Purchase of Golf Course Capital Equipment 2019 with the discussion had this evening and the expectation that has been laid out.

Ayes: 5

Nays: 0 Motion carried on Agenda Item 4I.

5. PUBLIC COMMENT:

There were no public comments.

6. PUBLIC HEARING:

A. Consider Application for Lawful Purpose Gambling Premises Permit with Merrick Inc. at Overboard Bar & Grill, 4455 64th Street East. Resolution 19-25.

City Clerk Michelle Tesser stated that this is to consider a Resolution to approve the Application by Merrick Inc., for a Premises Permit to conduct lawful gambling operations at Overboard Bar and Grill, located at 4455 64th Street East. She stated that Merrick also has gambling premises permits at Jersey's Bar and the King of Diamonds. The organization's Gambling Manager, Wendy Busch and CEO, John Barker went through the background investigation and were approved by the Police Chief.

Motion by Bartholomew second by Piekarski Krech to close the Public Hearing at 7:13PM

Ayes: 5

Nays: 0 Motion carried.

Motion by Bartholomew second by Dietrich to approve to Consider Application for Lawful Purpose Gambling Premises Permit with Merrick Inc. at Overboard Bar & Grill, 4455 64th Street East. Resolution 19-25.

Ayes: 5

Nays: 0 Motion carried.

7. REGULAR AGENDA:

COMMUNITY DEVELOPMENT:

A. Consider First Reading of Ordinances Amending City Code 5-5-6, 5-5-12, and 59-2 Concerning Nuisance Noise, Creation of a New Chapter 14 to Title 4 Creating a Permit for a Large Assembly, And Creation of a New Chapter 15 to Title 4 Concerning Excessive Consumption of City Services.

Community Development Director Janice Gundlach stated that there are three Ordinances that they are requesting for a first reading. The first one is for nuisance noise which amends the existing code language and the three sections listed above. She stated that the second is a new Chapter 14 to Title 4 which creates a permit for a large assembly. The third is for Excessive Consumption and creates a new Chapter 15 to Title 4 of the City Code.

She stated that Police and Community Development Departments have been collaborating on these proposed ordinances. They were discussed at two work sessions in 2018 on August 6th and on September 4th. She stated that they have been forwarded to the River Heights Chamber of Commerce and have been presented to the IGH Local Issues Committee. There has been no negative feedback.

She listed the need for these Ordinances as follows:

- Nuisance Noise: Provide the Police Department better ability to respond during calls for service.
- Large Assembly: Provide regulations that permit events to occur when they wouldn't otherwise be permitted. Focus on protecting public health, safety, and welfare. Every Department has the opportunity to review the Permit and respond.
- Excessive Consumption: Provides City Staff greater leverage in gaining compliance with property owners of problem properties.

She stated that the Nuisance Noise Ordinance expands upon what is considered "nuisance" noise. The focus is on noise when "audible above the level of conversational speech at a distance of 50' or more from the point of origin". She stated that there are exemptions such as Police, Fire, garbage trucks, snow plows, civic-sponsored parades and festivals, anti-theft devices (when they are working properly), Church bells, public works construction, etc. She stated that under the City Code "nuisance" noise is referenced in two different sections with the second being called "unnecessary noise". Each section refers back to each other.

Community Development Director Gundlach spoke about Large Assembly and stated that the proposed Ordinance creates an Administrative Permit for a large assembly. The Permit focuses on public health, safety, and welfare issues. There are conditions noted in the Ordinance that allow staff to review, for example, room for a Fire Truck or Ambulance, that off-street parking is adequate, or bathroom availability. She stated that Large Assembly is defined as an assembly of 200 people or more on public or private property. The assembly of 50 people or more on private property when the private property is leased, rented, or bartered for the sole purpose of holding the event. She stated that if you lease a property but your primary purpose of leasing that property is to live there, you could hold an event such as a graduation party and would not need to get a Permit to do that. She commented that the updated Ordinance she passed out before the meeting attempted to clarify when you were exempted from getting a Permit such as weddings and graduation parties. If having those on your own property where you live, you would not need to get a Permit under this Ordinance. The Ordinance states that Permits can be denied, and that denials appear in front of the City Council.

She spoke about Excessive Consumption and stated that the ordinance attempts to recoup inspection costs. There are two different definitions of Excessive Consumption. The first relates to Excessive Inspection and is defined as four or more inspections to the same address in a 12-month period. For example, if someone calls and complains about trunk in a yard, we go there four times in a calendar year for a similar complaint, once they get to the fourth complaint, they could potentially begin charging the property owner for staff time in responding to those complaints. She stated that the second one is for Excessive and Police Nuisance Enforcement. This is defined as four or more verified incidents within the last 180 days. For example, the Police is called out to a property for a loud party. If this takes place four times in 180 days, then they can start charging. She stated that the Ordinance is specific as to when they can start charging. It requires written notice prior to starting to charge. She stated that there is a Public Hearing required prior to assess any fees to the property. She commented that the interest in this notice isn't to recoup fees, it is to have additional leverage with the property owner when they are continually being called out to the same properties.

She stated that the Draft Ordinances have been reviewed by the City Attorney's Office and that all language has been reviewed and approved. They anticipate a second reading on February 11th, and a third reading on February 25th.

Councilmember Bartholomew commented that there are protections for the surrounding properties regarding Excessive Consumption. He asked what the protections were for the property owner themselves. He asked how they determine if an inspection is warranted. He stated for example, a neighbor dispute with another neighbor that thinks there should be an inspection, when there is no need

for one, then you have four inspections that were not necessary. He asked how they would differentiate that. He suggested something like that needs to be in the Ordinance for Excessive Consumption as he wants protection for everyone.

Community Development Director Gundlach responded that the way the Ordinance is written addresses verified issues. For example, a neighbor cannot just call on their neighbor because they don't like them. If staff goes out there and there isn't a complaint, determines there was not a need for an inspection, and Police didn't note any violations, that would not count towards their four.

Mayor Tourville stated that this wasn't crafted just for the City of Inver Grove Heights. Other cities have a nuisance ordinance as well.

City Attorney Tim Kuntz agreed that there are other Cities that have taken this route. He stated that it is motivated by having more tools to deter the activity. It is not a money maker, it's to provide a deterrent against getting into that position.

Mayor Tourville commented that when saying a deterrent, it's not saying that they are against the activities, but they are against them happening without anyone knowing about it, and neighborhoods being affected.

Motion by Piekarski Krech second by Perry to approve to Consider First Reading of Ordinances Amending City Code 5-5-6, 5-5-12, and 59-2 Concerning Nuisance Noise, Creation of a New Chapter 14 to Title 4 Creating a Permit for a Large Assembly, And Creation of a New Chapter 15 to Title 4 Concerning Excessive Consumption of City Services.

Ayes: 5

Nays: 0 Motion carried.

B. Discount Storage; Consider the following for property located at 10805 Rich Valley Boulevard;
a) A Resolution relating to a Comprehensive Plan Amendment to change the land use from RDR, Rural Density Residential to LI, Light Industrial.
b) An Ordinance Amendment to Rezone the Property from A, Agricultural to I-1, Limited Industry District. TABLED.

City Planner Hunting stated that this request is to change the land use and zoning over 17 acres of a 20-acre parcel. The property is located on Rich Valley, north of Cliff Road. The request is to change from Agricultural/Rural Residential to Industrial. The intent is for a 17-acre open storage mini storage operation if the Comprehensive Plan and zoning changes are successful. He stated that the surrounding properties are either vacant, large lot residential, or have some farm related uses on them. The guiding on rural residential has been that way in the past Comprehensive Plan, the current plan, and in the 2040 proposed plan. The closest industrial businesses are south of Cliff Road. He stated that the Planning Commission recommends denial of the Application, citing spot zoning, and that the request was not consistent with the guiding principles of the Comprehensive Plan. Staff also recommends denial of the two requests.

He noted that there was an error in the staff memo on the required votes for the rezoning. He handed out a section from the code to the Council and staff. He stated that rezoning from Agricultural to Industrial use is 4/5 vote, not 3/5.

Councilmember Bartholomew commented about property located to the north and east/west owned by Flint Hills, which is set to not be built on. He asked if the South property was owned by Flint Hills.

City Planner Hunting displayed a map stating that the green property is the one in question, with the pale-yellow properties belonging to Flint Hills. South and southeast are not owned by Flint Hills, to the west is, and the southwest is also.

Councilmember Bartholomew commented that the history of those parcels is that they are not buildable and are buffers. He asked if they had heard from the property owner that is located below the Applicant's property. He asked if they were zoned the same as the Applicant's property.

City Planner Hunting responded that Flint Hills purchased those properties to provide a buffer from the refinery. They did not hear from the owner of the property to the south. They only heard from the resident to the north. He responded that the zoning was the same.

Mayor Tourville stated that Flint Hills is using the property as a buffer. They could do something with it. He commented that they could do something with it since the City doesn't have an agreement with them.

Councilmember Bartholomew asked if they have heard from Flint Hills on this. He asked about spot zoning and commented that it isn't as critical as areas that are residential. There won't be residents in that area, if anything it would be industrial. He stated that the two adjoining pieces in the east could cause problems and rise to the spot zoning. He commented that in his opinion, spot zoning isn't as critical as they are led to think when they read the report because of the property that is owned by Flint Hills.

City Planner Hunting responded that they did not hear anything from Flint Hills.

Mayor Tourville stated that they have a letter from Mr. Saver, and the email that was delivered today from Community Development Director Gundlach. He asked that they receive those as a part of the record.

Motion by Piekarski Krech second by Perry to receive the letter and email that was received today as a part of the record.

Ayes: 5

Nays: 0 Motion carried.

Councilmember Bartholomew asked how the zoning vote went through the Planning Commission and if it was a 3/5 vote.

City Planner Hunting responded that the Planning Commission doesn't have the same rules at the Council

Paul Saver, 7845 Boyd Court, Inver Grove Heights, stated that he is the developer on the project and owns part of it. He stated that the 2030 Comprehensive Plan has an Industrial Overlay District that covers 750 acres of the property that Flint Hills owns located to the south of Cliff Road and to the east of Rich Valley. The north border is about 500 feet south of the property that he owns.

City Planner Hunting displayed a map of the area that Mr. Saver mentioned and stated that Industrial Open Space designation was intended for passive open space and agricultural use. It wasn't to allow for further industrial uses in the text of the Comprehensive Plan. It was not an industrial use category.

Councilmember Piekarski Krech commented that Mr. Saver mentions that he employs hundreds of people in town. She asked what companies are in his name. She asked if that is through a holding company because she has tried to find his name as the owner of companies and couldn't locate it anywhere.

Mr. Saver responded that he owns five construction companies. He stated that he owns E. Johnson Excavating and Ashton Construction. Those are registered to his name on the State's Website. He stated that TSA (TruSeal America) owns TruSeal America, TruCrete, and TruBoulder Walls. He stated that he represents them in this project. They own the property and he is the one that is developing it. Between the five companies, they all work together.

Councilmember Piekarski Krech commented that Industrial properties should have sewer and water, this does not. She commented that open storage isn't a benefit to the city and stated that to her personally, she finds 700 spaces of open storage somewhat tacky.

Mr. Saver responded that is the first phase of this project. After that there are two other phases that they want to do on this property, and that's to build individual storage buildings.

Councilmember Piekarski Krech asked if this was the property that already had storage.

Mr. Saver responded in the negative. He stated TruSeal owns 11278 Rich Valley, which is industrial property across the street from bituminous roadways. He commented that none of the industrial property on Rich Valley has sewer and water and probably never will.

Councilmember Piekarski Krech questioned an area that wasn't being used Industrial.

Mr. Saver responded that it is being used as industrial. TruSeal is on one piece of property and the other is being used to run an excavating company out of it. There is well and septic on both of those properties.

Councilmember Piekarski Krech stated that she envisioned this bringing more employment into the City.

Mr. Saver responded that it will raise the tax base on the property. He commented that the people that store high end recreational vehicles in a secure facility like this bring a great deal of money to the Community.

Councilmember Piekarski Krech asked if this would be staffed 24 hours a day. She asked what he would be placing the storage on. She questioned if that type of surface was allowed.

Mr. Saver responded that it would be staffed and have security 24 hours a day. He responded that the storage would be placed on Class 5 gravel.

City Planner Hunting responded that they have allowed that for storage areas in the past.

Councilmember Bartholomew asked about the owner to the south and if Mr. Saver had had any conversations with them. He asked what their opinion was of the request to change zoning and guiding to light industrial.

Mr. Saver responded that he does know them, and that if they get this project, his intention is to buy the property from them. He responded that the property is in a family Trust and has been for over 30 or 40 years. He didn't feel there would be a problem but hasn't made a firm offer on the property.

Councilmember Bartholomew commented that he was concerned about the point staff made about spot zoning.

Mr. Saver commented that he didn't want to put up anything that was unsightly in the City. He has lived here for 50 years and has a vested interest.

Councilmember Dietrich asked Mr. Saver if he could explain what Phase 1 would look like.

Mr. Saver responded that Phase 1 would include dirt work, leveling the property, and sloping it from west to east gradually. It would be fenced and have several hundred pine trees around the outside. He commented that the topography creates a barrier that's barely visible from Rich Valley and 105th Street as half of it would be below grade.

Councilmember Dietrich commented that it would look the same if not more desirable from Rich Valley than it currently does.

Mr. Saver agreed that it would look much more desirable than it looks now.

Councilmember Piekarski Krech stated that there are residential houses on 105th Street that have been there several years. She asked what the plan was so that they are not looking at this. She asked about overhead lighting.

Mr. Saver responded that the plan is to screen the north side of the property with mature trees and plantings. It will also be fenced. He commented that a large portion of this will be about two to three feet below the current grade and unlikely to be seen. There would not be lights.

Councilmember Piekarski Krech asked how they could do security without lighting.

Mr. Saver responded that they have an infrared security system that works better in the dark. They will have staff there all the time and will be driving around in an ATV. He commented that it is easier to find someone when they have to use light to find what they are doing.

Councilmember Perry asked for a brief overview of Phase 2 and Phase 3.

Mr. Saver responded that once Phase 1 is fairly filled, Phase 2 will consist of rows of buildings going from north to south, double sided, with different sizes such as 10x10 or 10x20 units.

Councilmember Piekarski Krech asked about traffic and road restrictions since there would be many vehicles coming in and out. She asked what he plans to store there. She asked if there would be industrial equipment.

Mr. Saver responded that he has spoken to the county and it's such low volume that it would not have an effect. They don't travel in and out much. He responded that they would store boats, motor homes, recreational vehicles, and travel trailers. There would not be industrial equipment, but they may allow small commercial vehicles as there is an Ordinance against having them stored on residential property.

Mayor Tourville commented that those can be parked in home owners' driveways.

Councilmember Bartholomew commented that there is a size limitation to a commercial vehicle.

Mayor Tourville stated that the plan has some retaining wall and fencing and asked that Mr. Saver take a look at the screening that he is planning.

Mr. Saver responded that he does not have a problem with doing any sort of screening that the City wants. He wants it to be attractive.

Councilmember Piekarski Krech asked if at some point it open storage would be eliminated. She asked what would be stored in the buildings.

Mr. Saver responded that it would be a mix of both open storage and buildings. He responded that people store household goods in the buildings. He stated that he has a classic automobile stored in one that he rents here in town.

Mr. Saver stated that there is a four-bedroom home on the property. The Fire Marshall has spoken about putting a second entrance in. He said that he owns his own fire truck that carries 800 gallons of water.

Councilmember Bartholomew stated that if approved, there would be some engineering requirements and added costs. He commented that the Police Department expressed concern about the traffic in and out and security and asked Mr. Saver if he has spoken with anyone about that.

Mr. Saver responded that this was the first he has heard of it, but that he wouldn't have a problem working with them. He commented that he didn't have a problem with engineering.

John Larson, 1938 105th Street East commented that he owns a ten-acre lot north of this property which has been his residence for 29 years. He moved there because it was going to stay RDR and Agricultural. He commented that the 2030 and 2040 Plans have it staying RDR Agricultural and that he is opposed to it being Industrial. He commented that Flint Hills may want industrial property on it if there is a change, and then Rich Valley Park across the street would have industrial property close by. He stated that it is very quiet out there now, he doesn't want to be sitting outside listening to an ATV patrolling all night long. He commented that the quiet was his purpose of buying the ten acres, he loves the area, he is not moving from it, and doesn't want it disrupted. He wants it to stay the way it is.

Councilmember Bartholomew asked Mr. Larson to show on the diagram, the location of his property.

Loren Scherff, 1320 105th Street East, stated that he borders Mr. Larson's property to the west. He commented that he is against spot zoning. He stated that Flint Hills owns all the property in between and bought it as a buffer. Once the area becomes more industrial, he was concerned Flint Hills may market the area. He commented that the excavator property is not an industrial use and that it concerns him. He stated that there were a lot of trees on the north side of the property and when Mr. Saver bought the property they were no longer there and came out instantly. He asked about the intent to screen. He questioned the buildings being placed on Class 5 and commented that they seem to be portable storage units. He stated that it's not a property value gain for Inver Grove, he wonders about the appearance and that this would affect their property values.

Mr. Larson commented that if it is changed to industrial, it opens the area up to all sorts of light industrial. He stated that they all have wells, they are concerned about water contamination if all this property would be put into industrial.

Mr. Saver stated that they have had this property for about three years and have not taken any trees out on the north side of the property. He asked if they could do storage in B3 Zoning. He stated that would severely limit what could be placed on the property as far as industrial. He commented if that would be better, and the City would be happy with it, he would not have a problem with B3 as long as he could still do storage. He stated that he hadn't thought about B3 before as he owns a piece of I1 just down the road.

Mayor Tourville asked what type of fencing he would have. He asked City Planner Hunting if they have requested wood fencing for storage facilities.

Mr. Saver responded that he is willing to work with the City to have whatever they want. Wood is cheaper.

City Planner Hunting responded that it depended on the situation. There has been some solid screening with the balance of it being screen link. There is a mix of both in the different storage areas throughout the City.

Councilmember Piekarski Krech asked City Planner Hunting about B3 zoning.

City Planner Hunting responded that B3 would be Conditional Use for mini storage. They would still be dealing with the issue of spot zoning. He commented that you would still have to change the Comprehensive Plan and the zoning to a B3. Now you have zoned to a commercial potential operation, which has a list of uses that go along with that. He commented that there is no commercial in the area, it's all industrial, residential, or agricultural zoning.

Mayor Tourville stated that he wasn't sure small storage was allowed to stay gravel, they have gone asphalt.

City Planner Hunting responded that if they are looking at a more permanent use, they would want to have asphalt. Gravel was allowed for a couple of situations, one was on an Interim Use Permit. He stated that if there would be buildings with footings, it would need to have asphalt and proper driveway access.

Mr. Saver responded that he would not have a problem with changing to asphalt or concrete.

Mayor Tourville asked if there was a plan for stormwater and if it has been looked at by the Engineering Department staff.

City Planner Hunting responded that the Application first came in for the Comprehensive Plan and then the Conditional Use Permit for storage. There has been some preliminary review on the plan. He stated that Engineering has reviewed and commented. He commented that when meeting with Mr. Saver later in the process, improvements were suggested. It was also suggested to split this into two parts and address the Comp Plan and then the conditional use permit.

Mr. Saver stated that Barr Engineering looked at the stormwater infiltration system at the request of the City and recommendations were made. He stated that due to that, his Engineer would be changing a few things.

Councilmember Bartholomew asked if they were to consider B3, if this would have to go back to the Planning Commission.

City Planner Hunting responded yes, it would have to go back to the Planning Commission and be republished. He stated that Mr. Saver would have to be requested to withdraw this request and make a new application for a Comprehensive Plan for Commercial.

Councilmember Dietrich asked if there would be any cost for Mr. Saver to do that.

City Planner Hunting responded that they could run the change for the zoning and start the process over working off his original Application. Mr. Saver could withdraw or amend it to say he is amending his request now to change the comprehensive and rezoning to the Commercial designation. He stated that there would be a notice, Public Hearing, and then it would go back before the City Council.

Mr. Scherff suggested getting aerials from the County to show whether trees were left or not.

Councilmember Bartholomew stated that limited industrial was too aggressive for this and wanted to look into B3. He commented that would still face spot zoning. He asked if the other owner would consider B3 for a block of property that isn't surrounded by different zoning and guidance. He commented that if Mr. Saver would consider and re-apply for a B3, it would be the direction to take.

Councilmember Piekarski Krech stated that Mr. Larson brought up a good point in that it has been guided as RDR, which means Flint Hills leaves it as that. She commented that once it starts changing, Flint Hills isn't just sitting on land. She commented that she is concerned about spot zoning and what potential uses could be.

Mayor Tourville commented that the list of light industrial versus the list of B3 is quite different. He stated that he knows a lot of Cities that deal with their larger storage areas on the peripheral of the core City, as an interim use. He commented that Flint Hills may not do anything as their business is very regulated and intense. There used to be more residential homes in the area, now there are very few. He felt the B3 would be less intense in the neighborhood and could work without sewer and water for now.

Councilmember Bartholomew agreed that B3 would be a better starting place.

Pete Tjornhom stated that he is one of the owners of TruSeal America and has one of the industrial properties located down the road. He commented that there is a farm field that divides the properties, and there is also a Dakota Electric property parking lot to the east of these homes that is surrounded by a fence and pine trees. He stated that those residents would have a more pleasant view than what they currently have. He responded about the concern with the ATV driving around constantly and stated that would not be the case. He commented that it is their goal to provide a service to the people in the area. These businesses are popular because people need the space to store items. He stated that as far as adding buildings, if it's not needed, he was fine with it, but if it was something they could do, they would attend meetings and go through the process.

He stated that they took over property from an individual who had owned it for 30 years and it needed repair. There is a shed on site that will come down and they took down dead trees. He commented that he thought that the City wanted them to have a permeable surface, and gravel wasn't allowed. The water would be rainwater running down into holding ponds. He stated that there would be another septic system on site and possibly another well. They would not do anything to cause harm to water in the area.

He commented about spot zoning and stated that it would be quiet at night with a storage unit. He stated that they are not looking to do industrial, they just want to make money on their property like others. He stated that they rent the home on the property to their employees.

Councilmember Piekarski Krech asked if he plan to fix up the home on the property.

Mr. Tjornhom responded that the home on the property would be an exemption from the acreage. It is a 20-acre property and they would be using 17 for the storage unit. The house would be an exemption to whatever the parcel would be zoned as.

John Larson, 1938 105th Street, commented that there were other places in Inver Grove that could house that storage facility that is more accessible than out in the country where they are currently at. He stated that the acreage north of the park were not notified of this change.

Mayor Tourville responded that there are not a 17-acre parcel lot that would fit the zoning.

Mr. Saver stated that they would be willing to withdraw this at the moment and go back to Planning to turn it into the B3.

Mayor Tourville commented that it may have a better chance and that the industrial zoning concerned him. He stated that the applicant would need to put in writing to staff stating that they want to take a look at the Comprehensive Plan, rezoning, and change it to B3.

City Attorney Kuntz stated that the words that Mr. Saver used was "withdraw for the moment". He stated that Mr. Saver needed to give more clarity in regard to what he has in mind. The 60-day rule states that we have to make a decision by February 21st. He stated that there is one Council meeting between now and then on February 11th, and that we need to know whether the current application from the I1 Comp Plan and I1 Zoning is given an extension under the 60-day rule. He stated that if it is, it needs to be in writing and would be best done this evening. He asked if this was a withdrawal of that, and a processing of the B3. He stated that there is the processing of two Applications, the I1 and a B3. The other way is the processing of just one Application, the B3.

Mr. Saver responded that he would like to withdraw temporarily so that they can take it back to staff.

Mayor Tourville asked if we had time for Mr. Saver to think this over and asked if it could be tabled.

City Attorney Kuntz responded that it could be tabled until February 11th. He stated that on that date Mr. Saver would need to make a decision or ask for an extension. Mr. Saver agreed to table the item.

Motion by Dietrich second by Perry to table the I1 until the first regular meeting in February. Discount Storage; Consider the following for property located at 10805 Rich Valley Boulevard; a) A Resolution relating to a Comprehensive Plan Amendment to change the land use from RDR, Rural Density Residential to LI, Light Industrial. b) An Ordinance Amendment to Rezone the Property from A, Agricultural to I-1, Limited Industry District. TABLED.

Mayor Tourville asked City Planner Hunting if they can notify the neighborhood.

City Planner Hunting responded that they would renotify the neighborhood and anyone here this evening if they were not on the mailing list. He stated that in rural areas the notification is 1,000 feet of the perimeter of the site.

Ayes: 5

Nays: 0 Motion carried.

C. City of Inver Grove Heights; Consider the First Reading of an Ordinance to Allow Transient Lodging (short-term rentals) as an Interim Use in Residential Zoning Districts.

Associate Planner Heather Botten stated that discussions regarding transient lodging began a couple years ago. There was an Ordinance prohibiting transient lodging, otherwise known as short term rentals. During the Third Reading, the Council reversed the course. She stated that last summer staff was directed to allow transient lodging with an Interim Use Permit. Transient lodging is the letting or leasing of a property for less than 30 consecutive days. If anyone wanted to rent their property for longer than 30 days, they would have to comply with the Rental License Section of the City Code. She stated that Interim Use is defined as a temporary use of a property until a particular date or an occurrence of an event. A separate Interim Use Permit would be required for each property owner who was interested in a short-term rental of the property. She stated that the Permit process includes a Public Hearing, neighborhood notification, and allows the City to apply conditions to the specific property when coming through the process. The proposed fee for an Interim Use Permit would be \$296.00. She stated that staff provided a list of nine conditions that would be applied to all short-term rentals. Conditions include the formula for the number of renters and off-street parking spaces allowed for each Applicant. The Interim Use Permit is valid for two years from the approval date.

She stated that the memo included eight conditions and that the First Reading had nine conditions. Staff recommends approval of the first reading of the Ordinance with the nine conditions. She stated that the ninth condition allows for flexibility when the person comes in after the initial two years. This gives flexibility to extend it to four or six years. She stated that the Planning Commission had the Public Hearing on December 18th and recommended approval of the request with the recommendation of the two-year initial review.

Councilmember Piekarski Krech asked how the 30-days works and if it was 30 days in total, or if it could it be 30 days to one person, then 30 days to another person, which means it's being rented all of the time. She commented that you can purchase a property as a rental property but not be renting to someone all of the time. She stated that defeated the purpose of what they were trying to do.

Associate Planner Botten responded that it is 30 consecutive days to one person. If they can find somebody different each month, that could happen. She stated that if rented out to that many people under 30 days, it would fall under this category. Longer than 30 days falls under the rental license section of the code.

Mayor Tourville stated that one of the scenarios was one of the problems they had. It was a rental property that a person was renting various times for weekends, for a lot of money. There was no control on it and the number of guests exceeded anything that was expected in the neighborhood.

Councilmember Piekarski Krech asked if they could request that it can't be rented for more than 30 consecutive days or for 30 days in total for transient. She commented that if you want to use your property for rental property you are going to have to have a Rental License. It would meet the Codes of rental property and would meet the needs for Airbnb.

Associate Planner Botten responded that this is more specific for VRBO and Airbnb types of uses. She stated that some cities say that you can't rent out more than, for example, three times a month, or so many days out of a year. She commented that they are two different avenues.

Councilmember Piekarski Krech stated for example, she buys a home and has no intention of living there and puts it on VRBO and rents it out all the time. Nobody ever permanently lives there, and it always has different people every 30 days. She commented that if you are going to do that, it should be a rental property, not transient housing. She wanted to make sure that people that are purchasing a property to use as a rental property are under the Rental License Code and not be able to use transient lodging.

Mayor Tourville suggested they put together a transient portion and a rental portion. He commented that there is a lot of rental property here and that we are not trying to stop it.

Associate Planner Botten commented that if you are renting to the same person, you would qualify under the Rental License with the City, which is renewed every two years. Having to go through the Interim Use Permit process, notifies neighbors, the number of people that can stay there is in the Permit as is off street parking. She stated that the rental license does not notify neighbors.

Councilmember Dietrich questioned if the home could be rented all 12 months out of the year, 29 days at a time, to whoever wants to be there.

Associate Planner Botten responded that was correct.

Councilmember Perry asked that when they apply for the transient or short term, if they are verifying with Dakota County whether it is homesteaded or not.

Associate Planner Botten responded that one of the conditions could be to state that they require it be homesteaded. She commented that may prevent those that currently allow this, that only live here in the summer and not during the winter. This could prevent people from having that kind of opportunity.

Councilmember Piekarski Krech stated that for homesteading you have to live there for six months out of the year.

City Attorney Kuntz stated that one item the Council needs to give direction on and have a discussion about, would be to have a box for transient housing, which is less than 30 days. He asked if that would require, in addition to the Interim Use Permit, a Rental Housing License. He commented that it was his understanding that would be the direction recommended by Associate Planner Botten. Currently, the Rental License housing Ordinance is broad enough to cover any rental.

He stated that when discussing prohibition of transient housing, an insertion into the rental Ordinance that says transient lodging is prohibited. He stated that now that the Council is saying that it will be allowed by Interim Use, the question would be if that is all they need, the Interim Use, or do they also need a Rental License. He stated that the recommendation to stay with the Interim Use as detailed, is enough to take care of the concerns of the Council.

Associate Planner Botten agreed.

Mayor Tourville asked when the next Insights comes out. This may be something to put out in an Insights article and see if there are any comments.

City Administrator Lynch responded that it will be in March. He commented that he was unsure if there was still room.

Councilmember Piekarski Krech suggested they could do a first reading. She commented that she would like to get neighborhood input from those living next to these homes.

Mayor Tourville stated that they could do the second reading as well, unless they want to make changes. Then this could go out so the public can take a look at what is being done.

Councilmember Piekarski Krech stated that they went to the rental license to ensure the homes were meeting certain safety standards. She commented that they almost need to be covered under the Rental Ordinance as transient use or interim use doesn't have them checked out.

Associate Planner Botten commented that she didn't believe that those that get a rental license have their homes inspected. They get a permit, background check, and approval by the City Council. If there is a complaint from a resident, there would be an inspection.

Councilmember Piekarski Krech commented that if she rents a place and it's out of code, as a transient renter, what are her options versus the rental license.

Interim Police Chief Sean Folmar stated that they could put a condition on the Interim Use Permit that they have the home inspected, which is a condition they have to comply with. This would force them to have their home inspected to ensure it is up to code.

Councilmember Dietrich asked if this would be at the resident's cost.

Interim Police Chief Folmar responded yes. They are operating a business, they should take the cost.

Mayor Tourville commented that they may need an inspection for both transient and rental.

Associate Planner Botten was unsure if they could change the rental ordinance. It could be added as a condition for transient. She stated that she would like to bring it back so that she can discuss it with the Building Official to see if there is any liability with the City.

Mayor Tourville stated that the transient piece is that it is going to be rented to all kinds of people.

Associate Planner Botten responded that there would be a high turnover. She commented that a lot of those places are dependent on Social Media for sites and reviews.

Mayor Tourville stated that they may have more liability under transient.

Motion by Piekarski Krech second by Perry to approve to Consider the First Reading of an Ordinance to Allow Transient Lodging (short-term rentals) as an Interim Use in Residential Zoning Districts.

Mayor Tourville recommended getting more information. He also suggested doing a short video with an explanation and putting it on the Website and Facebook so people know something is being done.

Ayes: 5

Nays: 0 Motion carried.

John Larson, 1938 105th Street, asked if the City is getting money off of 10805 Rich Valley. He stated that the house is being rented to eight people as spoken about earlier.

Councilmember Piekarski Krech responded that the City doesn't get income, but they have to have a License.

Mayor Tourville stated that he looked up the residence and it is not homestead. They are paying a higher tax for it not being Homesteaded.

ADMINISTRATION:

D. Consider Second and Third Reading of Ordinance Amending Inver Grove Heights City Code Title 4, Chapter 1, Sections 4, 5, 6, and 14 to Permit the Issuance of On-Sale Brew Pub Liquor Licenses and Off-Sale Brew Pub Malt Liquor Licenses. Ordinance 1361. Resolution 19-26.

Mayor Tourville stated that there was a First Reading and they are looking at doing the Second and Third Reading together. This is for Lakeville Brewing Company taking a look at the former Ruby Tuesday site.

Motion by Piekarski Krech second by Bartholomew to suspend the rules.

City Attorney Kuntz stated that they need to pass the Resolution first, if that is what they wish to do and that it would have to be unanimous.

Councilmember Bartholomew stated that there have been no changes since the First Reading.

Ayes: 5

Nays: 0 Motion carried.

Motion by Piekarski Krech second by Dietrich to approve to Consider Second and Third Reading of Ordinance 1361 Amending Inver Grove Heights City Code Title 4, Chapter 1, Sections 4, 5, 6, and 14 to Permit the Issuance of On-Sale Brew Pub Liquor Licenses and Off-Sale Brew Pub Malt Liquor Licenses. Resolution 19-26.

Community Development Director Gundlach stated that when Inver Grove Brewing Company is ready, they will submit their Application for their liquor license with the City Clerk.

City Clerk Tesser stated that they will also be amending the fee schedule since these are new Licenses.

Ayes: 5

Nays: 0 Motion carried.

FIRE DEPARTMENT:

E. Consider Authorizing the Inver Grove Heights Fire Department to Order the Replacement Vehicles for both Ladder 35 and Rescue 10 before February 1, 2019 and Prepay the Full Cost of Each Truck at the time they are Ordered.

Fire Chief Judy Thill stated that at the November 5, 2018 City Council Work Session, the Fire Department discussed replacing two trucks, Ladder 35, which is 32 years old, and Rescue 10, which is 27 years old. At that time, it was suggested to bring back pre-paid discount and discount information. She discussed why the vehicles are being requested for replacement stating that the City uses a scoring system looks at age, type of service, evaluates reliability, maintenance costs, present condition, and costs per mile. The Public Works Scoring System states that anything over 30 points is recommended for "immediate consideration". She stated that the scoring system rated Ladder 35 at 44.9 and Rescue 10 at 41.6 points. Using the Houston/Galveston Area Council Cooperative (HGAC) buying process, and ordering from

MacQueen Equipment Group, the final price of the Ladder Truck would be \$1,348,335 and the Rescue Rehabilitation Truck would be \$676,984. These costs include unexpected steel and aluminum surcharges of \$38,297 for the Ladder Truck and \$16,435 for the Rescue/Rehab Truck which totals \$54,732 in costs not originally planned for.

She stated that there are prepayment options available which reduces the overall cost of the vehicles. For the Ladder Truck, chassis prepayment \$12,731, aerial prepayment \$8,147, full prepayment interest discount \$52,897, for a total prepayment discount of \$73,776. For the Rescue/Rehab Truck, the chassis discount \$10,400, full prepayment interest discount \$16,628, for a total prepaid discount of \$27,028. In addition to the prepay discount, MacQueen also offered a valued customer discount on the Ladder Truck of \$4,000 and a two-truck discount if both were bought at the same time of \$29,000.

She stated that the complete vehicle cost of the Ladder Truck before discounts is \$1,348,335, minus the total discounts of \$77,776 for a total cost of \$1,270,560. The Rescue/Rehab Truck before discounts is \$676,984, minus total discounts of \$56,028 for a total cost of \$620,956. She stated that all the equipment off of Ladder 35 would be saved and transferred to the new Ladder Truck, no additional equipment is needed. All equipment from the Rescue 10 Truck and Rehabilitation Trailer would be transferred to the new Rescue/Rehab Truck. A \$14,000 air fill station would eventually be needed for the Rescue/Rehab Truck but would be purchased in the 2020 or 2021 Budget. The current cost if the manufacturer were to install would be \$22,000. About \$6,000 to \$8,000 of that would be saved if purchased later and have someone else install it. The fill station isn't needed until the truck would be in service and would take about a year or more to build and many months to be in service. They are recommending not purchasing it now. She stated that there would be a performance bond for each truck. There is currently \$1,587,051 in the Fire Department Central Equipment Fund that includes replacement funds for Ladder 35 and other funds set aside for replacement of Rescue 10. This leaves a \$304,465 shortfall if the City were to purchase both trucks. To cover the shortfall, it is recommended that the Fire Department borrow the funds from the General Central Equipment Fund and repay it with zero interest over the next nine years. The repayment costs would be added to the Fire Department budget. The Finance Director evaluated the discounts versus financing the trucks over time. If the Council decides to purchase either one or both trucks, the interest rate earned by not repaying is approximately 2.5%, less than the prepayment discount of 4% or 5% per truck which averages 5.1% for both trucks if purchased together. She stated that costs are based on 2018 pricing and will remain in effect until February 1, 2019. After that the price increases an additional 3% on both trucks. That would cost \$60,760, which is \$40,450 for the Ladder and \$20,310 for the Rescue/Rehab Truck.

Fire Chief Thill stated that there are a few members of the Truck Committee here this evening to answer questions. She recognized all members of the Committee who put in hundred of hours combined into the design of the two trucks over the last few months. She stated that a special thanks goes out to Assistant Chief Bergum who put in over 200 hours himself, for coordinating the design of the trucks and working with the manufacturer to get the best deals possible. The Truck Committee did research, went through specifications, and made sure everything was needed for the City. This includes Assistant Chief Bergum, Battalion Chief John Patnode, Captain Scott Oswald, Lieutenant Paul Rank, Lieutenant Adam Caneff, and Engineer Luke Steenberg. They discussed what was needed, could be removed, or changed, and saved another \$160,000. She stated that staff offers the following three recommendations to consider:

1. Purchase both trucks through the HGAC Program and MacQueen Equipment Group. This would give the \$29,000 two truck discounts.
2. Placing the order with MacQueen Equipment Group before February 1st. This would avoid the 3% increase of \$60,760.
3. Prepaying the full price of both trucks at the time they are ordered providing a \$100,804 discount. The total cost of both trucks with prepay discounts, along with the loyalty and two truck discounts, would be \$1,891,516. The Ladder Truck would be on a 30-year replacement and the Rescue/Rehab would be on a 20-year replacement schedule.

Councilmember Piekarski Krech asked if there was anything, they have taken off the two trucks that they think would make them much better. For example, they purchased an Engine awhile back and didn't put a back-up camera on because they thought they could cut the cost. That was not a cost worth cutting.

Fire Lieutenant Paul Rank responded that the biggest discussion point they have is that the Ladder they have right now, which they will be replacing, has onboard breathing air, so you can operate in the bucket for an extended period of time. That additional breathing air system from the bucket could cost approximately \$40,000. He commented that they feel the way they currently operate, they don't need that. He stated that Assistant Chief Bergum's point was if they do operate in the bucket for an extended period of time, that should be there. He commented that was the only hang up they had. The Ladder being proposed today has all of the same capabilities as the truck they have now. There would be no loss in operation, no loss in capability, and no loss in the ability to protect the citizens of Inver Grove Heights.

Councilmember Piekarski Krech commented that the air seemed critical.

Fire Chief Thill responded that they cycle Firefighters in and out more frequently because of the rehabilitation programs. Rather than being up in the bucket for a half hour at a time, on extended air, if the bottle ends, you leave.

Councilmember Piekarski Krech asked if anyone was put at risk by doing that.

Lieutenant Rank responded that based off discussions, and the way the operations have changed in the last 30 years since this truck was built, they are not putting any additional risk on the Firefighters.

Mayor Tourville commented that the difficulty could be in a situation that it gets to be 28 minutes, then 30 minutes, and the bucket needs to come down, change, or placed back up.

Lieutenant Rank responded that the bucket includes an integrated automatic functioning nozzle, or a remote operated nozzle, so you wouldn't necessarily need Firefighters in the bucket. The primary area of operation that they may need the bucket would be at a place like Flint Hills. Flint Hills does not allow a "people in the bucket" Policy due to the nature of their hazards. He stated that the bucket would be used more for an entry or exit platform to roofs and decks rather than sustained operations. He commented that the last time they used sustained operations on that bucket was about 12 years ago. It does not happen that frequently and is something they felt would be fiscally responsible removing.

Councilmember Piekarski Krech stated that she wanted to be fiscally responsible. She commented that they put a lot of money in these trucks and don't buy them that often, she wanted to make sure that we are protecting Firefighters and citizens.

Lieutenant Rank responded that they are appreciative of the Council's support.

Mayor Tourville asked what the estimated delivery dates were and suggested that they have a date listed if they are going to do a Contract.

Fire Chief Thill responded that it was 11 to 12 months for the Rescue Truck and 15 plus months for the Ladder Truck. She responded that they will have dates.

Mayor Tourville asked what the payback per year was.

Fire Chief Thill responded that it is approximately \$33,000.

City Administrator Lynch stated that the amount was \$33,880 out of Operating.

Mayor Tourville asked if that was sustainable.

Fire Chief Thill responded that is what their plan is. She stated that the Finance Director recommended nine years. They were looking at seven years and felt that ten was too much.

Councilmember Bartholomew commented that there is an existing cost allocation but would be increasing it by \$33,380.

City Administrator Lynch stated that it is up \$101,399 because we have to start building the Fund back up. The 30-year replacement on \$2 million dollars is \$67,511. The total cost will be \$101,399 annually for nine years. Then back down to \$67,511 for the remaining 21 years for the replacement of the equipment.

Fire Chief Thill stated that their next big truck expense would be in 2026, and then in 2027, which is for an Engine. There are also two Brush Trucks that would need to be replaced in the same timeframe, which they have been setting aside money for.

Motion by Piekarski Krech second by Bartholomew to approve to Consider Authorizing the Inver Grove Heights Fire Department to Order the Replacement Vehicles for both Ladder 35 and Rescue 10 before February 1, 2019 and Prepay the Full Cost of Each Truck at the time they are Ordered. This includes all three recommendations.

Ayes: 5

Nays: 0 Motion carried.

8. MAYOR & COUNCIL COMMENTS:

City Administrator Lynch stated that he recommended on Friday that the Work Session that takes place on February 4th, be for Strategic Planning. The reason for this is because Finance Director Smith is available. The start time would be the same.

The Council agreed to the suggestion.

9. EXECUTIVE SESSION:

A. A. Pursuant to Minn. Stat. § 13D.05, Subd. 3(c), a Closed Session to Consider and Develop Offers and Counteroffers and to Review Confidential Non-Public Appraisal Data relating to the Possible Sale of Surplus Fire Station No. 2 Real Property.

City Attorney Kuntz stated that there is a Stat. § 13D.05, Subd. 3(c), which allows the City Council to meet in a closed session to consider offers and counter offers and to review confidential public appraisal data. He stated that the Council is being asked to do that this evening. The property under consideration is the excess Fire Station No. 2 property. He stated that when the City purchased the property, it was contemplated that a portion of it could be available for sale to others. The seller would only sell the totality of the site, so the City was forced to buy the totality, which they did. He stated that now they are considering sale of a portion. The property in question is the Fire Station site. He asked the Council to make a Motion to proceed to a closed session under the Statute indicated for the purpose identified.

Motion by Piekarski Krech second by Perry to talk about the property and offers and counter offers.

Ayes: 5

Nays: 0 Motion carried.

City Attorney Kuntz stated that he also needed to identify under the Statute those that will be in present. It will be the Mayor, the Councilmembers, the City Administrator, and the City Attorney.

10. ADJOURN:

The Council went into the Closed-Door Session at approximately 9:15 p.m.

At approximately 10:00 p.m. a Motion was made by Perry and seconded by Piekarski Krech to adjourn. The Motion to adjourn passed by a vote of 5 to 0.

Minutes prepared by Recording Clerk Yourczek.

**INVER GROVE HEIGHTS CITY COUNCIL WORK SESSION
MONDAY, FEBRUARY 4, 2019 6:00 P.M. – 8150 BARBARA AVENUE**

A. CALL TO ORDER

The City Council of Inver Grove Heights met in a Work Session on Monday, February 4, 2019 in the Emergency Operations Room at City Hall.

Present: Mayor Tourville, Council; Piekarski-Krech, Bartholomew, Perry and Dietrich, Finance Director Kristi Smith, Parks & Recreation Director Eric Carlson, Fire Chief Judy Thill, Interim Police Chief Sean Folmar, Public Works Director Scott Thureen and City Administrator Joe Lynch.

B. STRATEGIC PLANNING

Lynch gave an overview of the process and information given to the Council from the 2018 Strategic Planning meeting. He outlined the direction given to the department heads about identifying the top five challenges for their department over the next five years.

Lynch further reviewed the items that staff would like to discuss with Council; financial sustainability, Vision and roles/responsibilities/respect/communication.

Lynch reviewed some data from the 2018 power point presentation given at the staff retreat to discuss the challenges that were ahead for the city. He explained about the projection of the intersection of costs increasing faster than revenues. He also used the example of what building 90 homes a year would do for the city in terms of new taxable market value, to demonstrate that the cost of even keeping the base costs in place would exceed the revenue generated from the new home construction.

Lynch emphasized that all staff desired to create a means whereby the city could be financially sustainable over the next 20 years. This might mean making some changes to a new financial management plan.

The Mayor asked Council and staff to identify their vision for the city.

Council Member Bartholomew mentioned providing the best public safety service and infrastructure is a priority to provide cost effectively.

Council Member Perry indicated she was aligned with Council Member Bartholomew but wanted an emphasis on parks.

Council Member Piekarski-Krech wanted to keep the vibrant community aspect of the city's mission intact while being aware of and sensitive to the senior citizens and their ability to pay for city services.

Council Member Dietrich stated she wanted to be sure that Council was a good steward with what resources they were given and to be transparent allowing citizens to have a voice and presenting a unified front with Department Heads.

Chief Folmar offered a perspective that all might desire some different level of service but in the end questioned the ability to keep local policing as it exists right now sustainable in the future.

Bartholomew opined that he would like to see the city use/integrate cutting edge technology to assist both public safety agencies.

Chief Thill raised a question about the sustainability for the Paid On Call firefighting model. She sees a change coming within the next 24 months.

P&R Director Carlson wanted to note that Parks & /Recreation are often cited as a main reason for location/re-location and the quality of life issues for retaining current residents.

Finance Director Smith indicated her desire to ensure that the city was financially stable and that we were an affordable community and had a stable economic environment.

Mayor Tourville commented that his vision included a priority on public safety, basic services, clean water and facilities that accommodate for the future.

Lynch mentioned a vision of a city of 50,000 residents by 2040, with the city emphasizing and taking advantage of the river, with a unification of our business districts and identifying a main public gathering space. Ease of transportation because of great planning for vehicles, pedestrians and new public transportation would be incorporated along with the emphasis on our topography and great amenities such as the golf course, VMCC and many parks.

Council took a recess at 8:30 p.m.

Council reconvened at 8:37 p.m.

Lynch reviewed the other topic for consideration which was a combination of items including respect, roles and responsibilities and relationships between staff and Council, within Council and between residents and the Council.

Staff and Council discussed the current conditions, ability to get to know staff on a more personal level, reminders about meeting protocols, i.e, name, address before speaking to Council and ideas to improve relationships between Council, staff and residents.

The Mayor suggested that consideration be given to setting up a meeting, once per quarter, perhaps on the same dates as the EDA meetings, where staff and Council could meet, in an informal setting to discuss strategic planning. Council agreed and would like it to start at the May EDA meeting. The EDA meeting would start at 4:00 p.m., followed by a session with the staff prior to the start of the regular City Council meetings at 7:00 p.m.

The meeting was adjourned at 9:32 p.m.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: February 25, 2019
 Item Type: Consent
 Contact: Kristi Smith 651-450-2521
 Prepared by: Bill Schroepfer, Accountant
 Reviewed by: N/A

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Approve the attached resolution approving disbursements for the period of February 6, 2019 to February 20, 2019.

SUMMARY

Shown below is a listing of the disbursements for the various funds for the period ending February 20, 2019. The detail of these disbursements is attached to this memo.

General & Special Revenue	\$439,185.02
Debt Service & Capital Projects	665,170.78
Enterprise & Internal Service	196,277.32
Escrows	8,363.61
Grand Total for All Funds	<u><u>\$1,308,996.73</u></u>

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

Attached to this summary for your action is a resolution approving the disbursements for the period February 6, 2019 to February 20, 2019 and the listing of disbursements requested for approval.

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

**RESOLUTION APPROVING DISBURSEMENTS FOR THE
PERIOD ENDING February 20, 2019**

WHEREAS, a list of disbursements for the period ending February 20, 2019 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	\$439,185.02
Debt Service & Capital Projects	665,170.78
Enterprise & Internal Service	196,277.32
Escrows	8,363.61
Grand Total for All Funds	<u><u>\$1,308,996.73</u></u>

Adopted by the City Council of Inver Grove Heights this 25th day of February, 2019.

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk



City of Inver Grove Heights

Expense Approval Report

By Fund

Payment Dates 02/05/2019 - 02/20/2019

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
AFSCME COUNCIL 5	INV0083535	02/01/2019	UNION DUES (AFSCME FULL SHARE)	101.203.2031000	903.24
AFSCME COUNCIL 5	INV0083536	02/01/2019	UNION DUES (AFSCME FULL SHARE-PT)	101.203.2031000	94.10
ALEX AIR APPARATUS, INC.	1051	02/12/2019	1/31/19	101.42.4200.423.40042	632.00
ALEX AIR APPARATUS, INC.	1059	02/12/2019	1/31/19	101.42.4200.423.40042	675.00
ALEX AIR APPARATUS, INC.	1093	02/12/2019	1/31/19	101.42.4200.423.40042	192.00
ASPEN MILLS	73577	02/05/2019	55077 IGHPD	101.42.4000.421.60045	122.75
ASPEN MILLS	74012	02/12/2019	55077IGHPD	101.42.4000.421.60045	379.94
BOLTON & MENK, INC.	0228283	02/05/2019	X11.1146595	101.43.5100.442.30300	912.00
CENTRAIRE HEATING & A/C	197307	02/05/2019	35367	101.42.4200.423.40040	1,574.00
CENTURY LINK	1/19/19 651 455 9072 782	02/05/2019	651 455 9072 782	101.42.4200.423.50020	40.02
COMPASS MINERALS AMERICA INC.	392954	02/12/2019	411113/CSH615598	101.43.5200.443.60016	9,328.70
COMPASS MINERALS AMERICA INC.	393809	02/12/2019	411113/CSH615598	101.43.5200.443.60016	3,765.91
CULLIGAN	1/31/19 157-98459100-6	02/12/2019	157-98459100-6	101.42.4200.423.60065	94.65
CULLIGAN	1/31/19 157-98459118-8	02/12/2019	157-98459118-8	101.42.4200.423.40042	39.95
DAKOTA COMMUNICATIONS CENTER	IG2019-03	02/12/2019	MARCH 2019	101.42.4000.421.70502	50,680.50
DAKOTA COMMUNICATIONS CENTER	IG2019-03	02/12/2019	MARCH 2019	101.42.4200.423.70502	6,740.50
DAKOTA CTY FIRE CHIEFS ASSN	1/29/19	02/05/2019	2019 ANNUAL DUES	101.42.4200.423.50070	100.00
DAKOTA CTY SOIL & WATER	2860	12/31/2018	OCTOBER-DECEMBER 2018	101.43.5100.442.30300	680.00
EFTPS	INV0083558	02/01/2019	FEDERAL WITHHOLDING	101.203.2030200	46,116.73
EFTPS	INV0083560	02/01/2019	MEDICARE WITHHOLDING	101.203.2030500	13,848.90
EFTPS	INV0083561	02/01/2019	SOCIAL SECURITY WITHHOLDING	101.203.2030400	39,163.40
EFTPS	INV0083594	02/05/2019	FEDERAL WITHHOLDING	101.203.2030200	1,102.80
EFTPS	INV0083596	02/05/2019	MEDICARE WITHHOLDING	101.203.2030500	181.02
EFTPS	INV0083597	02/05/2019	SOCIAL SECURITY WITHHOLDING	101.203.2030400	774.00
EMERGENCY AUTOMOTIVE TECHNOLOGIES	MP011719-200	02/12/2019	2/1/19	101.42.4200.423.60040	89.85
ERICKA MARIE HAKANSON	1/30/19	02/05/2019	WELLNESS PROGRAM	101.41.1100.413.60018	45.00
EVERETT & VANDERWIEL, PLLP	1/22/19	02/12/2019	FILE NO: 18-633	101.41.1000.413.30420	(3,585.00)
EVERETT & VANDERWIEL, PLLP	1/22/19	02/12/2019	FILE NO: 18-633	101.41.1100.413.30430	45,084.70
EYEMED	163779315	02/05/2019	FEBRUARY 2019	101.203.2032700	232.47
GALLS INC	011675908	02/05/2019	1001727847	101.42.4000.421.60045	166.96
GALLS INC	011765972	02/05/2019	1001727847	101.42.4000.421.60045	127.27
GALLS INC	011867092	02/12/2019	1001727847	101.42.4000.421.60065	125.57
GENESIS EMPLOYEE BENEFITS ACH ONLY	INV0083539	02/01/2019	HSA ELECTION-FAMILY	101.203.2032500	3,373.18
GENESIS EMPLOYEE BENEFITS ACH ONLY	INV0083540	02/01/2019	HSA ELECTION-SINGLE	101.203.2032500	4,609.05
GLS COMPANIES	169039	02/05/2019	238594	101.41.1100.413.50032	2,420.95
GURSTEL LAW FIRM, P.C.	2/5/19	02/12/2019	FILE NO. 62-CV-18-4831-BRAVO	101.203.2031900	1,796.37
HEALTHEAST MEDICAL TRANSPORTATION	19-1905	02/05/2019	19-1905	101.42.4000.421.30700	88.40
HEALTHEAST MEDICAL TRANSPORTATION	19-5531	02/12/2019	19-5531	101.42.4000.421.30700	88.40
IAFC MEMBERSHIP	2019 81485	02/12/2019	2019 MEMBERSHIP DUES 81485	101.42.4200.423.50070	240.00
ICC	1001004445	02/12/2019	0296400	101.45.3300.419.50080	320.00
ICC	1001004446	02/12/2019	0296400	101.45.3300.419.50080	480.00
ICC	1001004447	02/12/2019	0296400	101.45.3300.419.50020	320.00
ICMA RETIREMENT TRUST - 457	INV0083534	02/01/2019	457 - ROTH AGE 50+	101.203.2031400	100.00
ICMA RETIREMENT TRUST - 457	INV0083541	02/01/2019	ICMA-AGE <49 %	101.203.2031400	7,487.80
ICMA RETIREMENT TRUST - 457	INV0083542	02/01/2019	ICMA-AGE <49	101.203.2031400	5,035.00
ICMA RETIREMENT TRUST - 457	INV0083543	02/01/2019	ICMA-AGE 50+ %	101.203.2031400	453.69
ICMA RETIREMENT TRUST - 457	INV0083544	02/01/2019	ICMA-AGE 50+	101.203.2031400	4,864.79
ICMA RETIREMENT TRUST - 457	INV0083545	02/01/2019	ICMA (EMPLOYER SHARE ADMIN)	101.203.2031400	88.57
ICMA RETIREMENT TRUST - 457	INV0083554	02/01/2019	ROTH IRA (AGE 49 & UNDER)	101.203.2032400	2,077.29
ICMA RETIREMENT TRUST - 457	INV0083555	02/01/2019	ROTH IRA (AGE 50 & OVER)	101.203.2032400	500.00
ICMA RETIREMENT TRUST - 457	INV0083556	02/01/2019	ROTH-AGE <49 %	101.203.2032400	116.42
INVER GROVE HEIGHTS ANIMAL HOSPITAL	671676	02/05/2019	25529	101.42.4000.421.50070	124.12
INVER GROVE HEIGHTS ANIMAL HOSPITAL	672935	02/12/2019	2/5/19	101.42.4000.421.60013	154.92
IUOE	INV0083546	02/01/2019	UNION DUES IUOE	101.203.2031000	1,044.42
LANGUAGE LINE SERVICES	4499266	02/12/2019	9020909043	101.42.4000.421.50020	25.99
LELS	INV0083547	02/01/2019	UNION DUES (LELS)	101.203.2031000	1,624.00
LELS SERGEANTS	INV0083557	02/01/2019	UNION DUES (LELS SGT)	101.203.2031000	306.00
LOCAL GOVERNMENT INFORMATION SYSTEM (LOGIS)	46480	02/12/2019	106325	101.42.4000.421.70501	1,923.00
LOCAL GOVERNMENT INFORMATION SYSTEM (LOGIS)	46554	02/12/2019	10632	101.42.4000.421.70501	1,594.00
LOCAL GOVERNMENT INFORMATION SYSTEM (LOGIS)	46674	02/12/2019	10632	101.42.4000.421.70501	3,000.00
LOCAL GOVERNMENT INFORMATION SYSTEM (LOGIS)	46627	02/12/2019	406325	101.42.4000.421.70501	1,923.00
MADISON NATIONAL LIFE INSURANCE COMPANY	1329759	02/05/2019	FEBRUARY 2019 GROUP #012439	101.203.2031700	2,680.04
MARTIN-MCALLISTER	12201	02/12/2019	INV004	101.42.4000.421.30700	500.00
MCKESSON MEDICAL-SURGICAL INC.	43833638	02/12/2019	58785296	101.42.4200.423.60018	906.03
MCKESSON MEDICAL-SURGICAL INC.	43833746	02/12/2019	58785296	101.42.4200.423.60018	701.12
MCKESSON MEDICAL-SURGICAL INC.	43967760	02/12/2019	58785296	101.42.4200.423.60018	420.01
MCKESSON MEDICAL-SURGICAL INC.	44104447	02/12/2019	58785296	101.42.4200.423.60040	1,676.00
MCKESSON MEDICAL-SURGICAL INC.	45100431	02/12/2019	58785296	101.42.4200.423.60018	421.04
MCKESSON MEDICAL-SURGICAL INC.	45632716	02/12/2019	58785296	101.42.4200.423.60040	3,961.00
MCKESSON MEDICAL-SURGICAL INC.	45840404	02/12/2019	58785296	101.42.4200.423.40042	344.95
MCKESSON MEDICAL-SURGICAL INC.	42801538	02/12/2019	58785296	101.42.4200.423.40042	105.00
MCKESSON MEDICAL-SURGICAL INC.	42801727	02/12/2019	58785296	101.42.4200.423.60065	260.00
MCKESSON MEDICAL-SURGICAL INC.	42809352	02/12/2019	58785296	101.42.4200.423.60018	1,914.24
METROPOLITAN COUNCIL	JANUARY 2019	02/05/2019	JANUARY 2019	101.41.0000.3414000	(670.95)
MINNESOTA DEPARTMENT OF HUMAN SERVICES	INV0083956	02/15/2019	JOEL JACKSON FEIN/TAXPAYER ID: 416005	101.203.2032100	294.18
MINNESOTA DEPARTMENT OF HUMAN SERVICES	INV0083957	02/15/2019	JOHN VERDEJA FEIN/TAXPAYER ID: 416005	101.203.2032100	158.74
MN DEPT OF LABOR & INDUSTRY	JAN-19	01/01/2019	JAN-19	101.207.2070100	2,535.69
MN DEPT OF LABOR & INDUSTRY	JAN-19	01/01/2019	JAN-19	101.41.0000.3414000	(25.00)

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MN DEPT OF REVENUE	INV0083559	02/01/2019	STATE WITHHOLDING	101.203.2030300	21,860.81
MN DEPT OF REVENUE	INV0083595	02/05/2019	STATE WITHHOLDING	101.203.2030300	394.23
MN LIFE INSURANCE CO	FEBRUARY 2019	02/05/2019	POLICY #0027324	101.203.2030900	3,489.92
MN NCBERS LIFE INSURANCE	FEBRUARY 2019	02/05/2019	FEBRUARY 2019	101.203.2031600	320.00
MN STATE FIRE CHIEFS ASSOCIATION	200003513	02/05/2019	1/19/19	101.42.4200.423.50080	235.00
MNFIAM BOOK SALES	2629	02/05/2019	1/10/19	101.42.4200.423.30710	340.00
MRPA	9673	02/05/2019	1/24/19	101.41.1100.413.30500	125.00
NRG ENERGY INC	000857294790	12/31/2018	008000127767	101.43.5400.445.40020	679.06
NRG ENERGY INC	000857294790	12/31/2018	008000127767	101.44.6000.451.40020	13.49
NRG ENERGY INC	000857294797	12/31/2018	NOVEMBER 2018	101.42.4200.423.40020	603.33
NRG ENERGY INC	000857294797	12/31/2018	NOVEMBER 2018	101.44.6000.451.40020	76.34
NRG ENERGY INC	000857294796	02/12/2019	008000127768	101.43.5400.445.40020	529.33
NRG ENERGY INC	000857294796	02/12/2019	008000127768	101.44.6000.451.40020	135.24
OCCUPATIONAL HEALTH CENTERS OF MINNESOTA,	102915936	02/12/2019	N26-1351004654	101.42.4000.421.30700	300.00
OXYGEN SERVICE COMPANY, INC	08230323	02/05/2019	04394	101.42.4000.421.60065	235.17
OXYGEN SERVICE COMPANY, INC	03427685	02/12/2019	04394	101.42.4000.421.60065	40.35
PERA	1/18/19	01/18/2019	PERA CREDIT	101.203.2030600	(15.49)
PERA	INV0083548	02/01/2019	PERA COORDINATED PLAN	101.203.2030600	38,990.60
PERA	INV0083549	02/01/2019	EMPLOYER SHARE (EXTRA PERA)	101.203.2030600	2,999.29
PERA	INV0083550	02/01/2019	PERA DEFINED PLAN	101.203.2030600	53.46
PERA	INV0083551	02/01/2019	EMPLOYER SHARE (PERA DEFINED PLAN)	101.203.2030600	53.46
PERA	INV0083552	02/01/2019	PERA POLICE & FIRE PLAN	101.203.2030600	18,144.34
PERA	INV0083553	02/01/2019	EMPLOYER SHARE (POLICE & FIRE PLAN)	101.203.2030600	27,216.51
PERA	INV0083592	02/05/2019	PERA COORDINATED PLAN	101.203.2030600	811.46
PERA	INV0083593	02/05/2019	EMPLOYER SHARE (EXTRA PERA)	101.203.2030600	62.42
PRECISE MRM	IN200-1019746	02/12/2019	000208	101.43.5200.443.30700	149.90
SHRED-N-GO, INC.	88069	02/12/2019	1/31/19	101.41.2000.415.30700	39.33
ST PAUL STAMP WORKS INC	418313	02/05/2019	INVER002	101.45.3300.419.60040	73.07
STREICHER'S	I1351399	02/12/2019	285	101.42.4000.421.60045	306.96
STREICHER'S	I1351488	02/12/2019	285	101.42.4000.421.60018	87.85
THOMSON REUTERS - WEST	839697620	02/12/2019	1000197212	101.42.4000.421.30700	108.97
TOTAL CONSTRUCTION & EQUIP.	7544	02/05/2019	WS18CI1025	101.44.6000.451.40047	446.18
TRACY B. HANSEN	1/12/19	02/12/2019	1/12/19	101.42.4200.423.30700	4,150.00
UNIFIRST CORPORATION	090 0462737	02/12/2019	1051948	101.43.5200.443.60045	45.99
UNIFIRST CORPORATION	090 0462737	02/12/2019	1051948	101.44.6000.451.60045	30.19
UNIFIRST CORPORATION	090 0464015	02/12/2019	1051948	101.43.5200.443.60045	45.99
UNIFIRST CORPORATION	090 0464015	02/12/2019	1051948	101.44.6000.451.60045	30.19
UNITED STATES TREASURY	INV0083649	02/05/2019	ANDREW BRAVO - LEVY PROCEEDS	101.203.2031900	125.00
UNITED STATES TREASURY	2/1/19	02/05/2019	ANDREW BRAVO - LEVY PROCEEDS	101.203.2031900	125.00
VERIFIED CREDENTIALS, INC.	289741	02/05/2019	1/31/19	101.41.1100.413.30700	112.00
VERIFIED CREDENTIALS, INC.	289747	02/05/2019	1/31/19	101.41.1100.413.30500	179.50
VERIZON WIRELESS	9822878880	02/12/2019	Telephone	101.41.1000.413.50020	148.45
VERIZON WIRELESS	9822878880	02/12/2019	Telephone	101.41.1300.413.50020	42.48
VERIZON WIRELESS	9822878880	02/12/2019	Telephone	101.42.4000.421.50020	1,287.13
VERIZON WIRELESS	9822878880	02/12/2019	Telephone	101.42.4200.423.50020	661.24
VERIZON WIRELESS	9822878880	02/12/2019	Telephone	101.43.5100.442.50020	154.88
VERIZON WIRELESS	9822878880	02/12/2019	Telephone	101.43.5200.443.50020	387.94
VERIZON WIRELESS	9822878880	02/12/2019	Telephone	101.44.6000.451.50020	334.95
VERIZON WIRELESS	9822878880	02/12/2019	Telephone	101.45.3000.419.50020	35.01
VERIZON WIRELESS	9822878880	02/12/2019	Telephone	101.45.3300.419.50020	285.33
Fund: 101 - GENERAL FUND					409,877.23
RIVER HEIGHTS CHAMBER OF COMMERCE	9842	02/12/2019	JANUARY 2019	201.44.1600.465.30700	5,147.16
RIVER HEIGHTS CHAMBER OF COMMERCE	9842	02/12/2019	JANUARY 2019	201.44.1600.465.30700	333.33
RIVER HEIGHTS CHAMBER OF COMMERCE	9842	02/12/2019	JANUARY 2019	201.44.1600.465.30700	143.33
RIVER HEIGHTS CHAMBER OF COMMERCE	9842	02/12/2019	JANUARY 2019	201.44.1600.465.30700	501.50
RIVER HEIGHTS CHAMBER OF COMMERCE	9842	02/12/2019	JANUARY 2019	201.44.1600.465.40065	250.00
STACY ANN BROOKS	210	02/12/2019	FEBRUARY 2019	201.44.1600.465.50025	195.00
STAR TRIBUNE	I00280277-11152018	12/31/2018	1000361111	201.44.1600.465.50025	5,000.00
Fund: 201 - C.V.B. FUND					11,570.32
IGH SENIOR CLUB	2/1/19	02/12/2019	JANUARY 2019	204.227.2271000	280.00
MADISON NATIONAL LIFE INSURANCE COMPANY	1329759	02/05/2019	FEBRUARY 2019 GROUP #012439	204.44.6100.452.20630	(86.86)
VERIZON WIRELESS	9822878880	02/12/2019	Telephone	204.44.6100.452.50020	52.99
ZERO GRAVITY ENTERTAINMENT	1/29/19	02/05/2019	DADDY DAUGHTER DATE NIGHT	204.44.6100.452.30700	300.00
Fund: 204 - RECREATION FUND					546.13
292 DESIGN GROUP, INC.	18040.00-3	02/05/2019	1/17/19	205.44.6200.453.30700	140.00
AEP ONSITE PARTNERS, LLC	419-21170300	02/12/2019	2/6/19	205.44.6200.453.40020	1,573.05
AEP ONSITE PARTNERS, LLC	419-21170300	02/12/2019	2/6/19	205.44.6200.453.40020	1,511.97
ECSI SYSTEM INTEGRATORS	257341	12/31/2018	912660	205.44.6200.453.40040	630.18
EDDY, NATHAN	1/22/19	02/05/2019	2019 3AA GIRLS FINAL	205.44.6200.453.30700	90.00
GARTNER REFRIGERATION & MFG, INC	W10549	12/31/2018	SVETE01	205.44.6200.453.40040	717.92
GARTNER REFRIGERATION & MFG, INC	W10564	12/31/2018	SVETE01	205.44.6200.453.40040	1,390.17
HORIZON COMMERCIAL POOL SUPPLY	SV181217061	12/31/2018	INV01	205.44.6200.453.40040	1,222.95
HUEBSCH SERVICES	4227167	02/12/2019	92965	205.44.6200.453.40040	277.48
HUEBSCH SERVICES	4227167	02/12/2019	92965	205.44.6200.453.40040	69.37
MEDICINE LAKE TOURS	1/11/19	02/05/2019	2/7/19 - 24 PASSENGERS	205.44.6200.453.50090	1,560.00
MILLER'S ELECTRIC	690	02/05/2019	1/23/19	205.44.6200.453.40040	1,026.65
MILLER'S ELECTRIC	690	02/05/2019	1/23/19	205.44.6200.453.40040	342.22
PETTY CASH - TERI O'CONNOR	2/4/19	02/05/2019	HIGH SCHOOL SECTIONALS	205.100.1010400	2,500.00
PUSH PEDAL PULL	228741	12/31/2018	3601401	205.44.6200.453.60040	93.00
STANEFSKI, MIKE	1/22/19	02/05/2019	2019 3AA GIRLS FINAL	205.44.6200.453.30700	90.00
SWEENEY, BRIAN	1/22/19	02/05/2019	2019 3AA GIRLS FINAL	205.44.6200.453.30700	90.00
T&M JOHNSON INC	9/19/18	12/31/2018	ST PAUL SETS	205.44.6200.453.50090	1,680.00
TOTAL CONSTRUCTION & EQUIP.	7544	02/05/2019	WS18CI1025	205.44.6200.453.40040	955.27
TOTAL CONSTRUCTION & EQUIP.	7544	02/05/2019	WS18CI1025	205.44.6200.453.40040	955.27
TRINIA, SHANNON	1/17/19	12/31/2018	REFUND - REGISTRATION	205.44.0000.3493501	55.00
VERIZON WIRELESS	9822878880	02/12/2019	Telephone	205.44.6200.453.50020	70.60

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
VERIZON WIRELESS	9822878880	02/12/2019	Telephone	205.44.6200.453.50020	70.59
VERIZON WIRELESS	9822878880	02/12/2019	Telephone	205.44.6200.453.50020	57.37
VERIZON WIRELESS	9822878880	02/12/2019	Telephone	205.44.6200.453.50020	22.28
Fund: 205 - COMMUNITY CENTER					17,191.34
EHLERS AND ASSOCIATES, INC.	79432	02/12/2019	2/11/19	365.57.9000.570.30150	2,390.00
Fund: 365 - G.O. IMPR BONDS 2015A					2,390.00
METROPOLITAN COUNCIL	JANUARY 2019	02/05/2019	JAN-19	404.43.0000.3432000	67,095.00
Fund: 404 - SEWER CONNECTION FUND					67,095.00
JORGENSEN CONSTRUCTION INC.	2/11/19	02/12/2019	CITY PROJECT NO. 2014-10	434.42.4200.423.80200	566,675.00
Fund: 434 - 2014 IMPROVEMENT FUND					566,675.00
B32 ENGINEERING GROUP, INC.	1031	02/05/2019	900-18-302	437.44.5900.737.30300	110.00
WSB & ASSOCIATES, INC.	R-011626-000-11	12/31/2018	HVP DOG PARK DEVELOPMENT	437.44.5900.737.30700	325.00
WSB & ASSOCIATES, INC.	R-013050-000-3	12/31/2018	HVP PHASE 2 DEVELOPMENT	437.44.5900.737.30700	8,397.50
XCEL ENERGY	1/22/19	02/05/2019	DOG PARK	437.44.5900.737.30700	160.78
Fund: 437 - 2017 IMPROVEMENT FUND					8,993.28
SRF CONSULTING GROUP, INC	10970.01-8	12/31/2018	12/31/18	438.42.4200.423.30300	3,152.50
SRF CONSULTING GROUP, INC	10970.02-7	12/31/2018	12/31/18	438.42.4200.423.30300	171.37
Fund: 438 - 2018 IMPROVEMENT FUND					3,323.87
AMERICAN ENGINEERING TESTING, INC.	905086	02/05/2019	INV001	440.74.5900.740.30340	2,107.66
BOLTON & MENK, INC.	0227381	12/31/2018	T18.117400	440.74.5900.740.30300	9,117.00
SRF CONSULTING GROUP, INC	09278.00-20	12/31/2018	12/31/18	440.74.5900.740.30300	802.97
Fund: 440 - PAVEMENT MANAGEMENT PROJ					12,027.63
BARR ENGINEERING COMPANY	23190218.00-274	02/12/2019	1/31/19	451.75.5900.751.30700	1,333.00
MESSERLI & KRAMER, P.A.	361759	02/12/2019	CASE NO. 22369-00004	451.75.5900.751.30700	3,333.00
Fund: 451 - HOST COMMUNITY FUND					4,666.00
AUTOMATIC SYSTEMS CO.	33087	02/05/2019	432027339	501.50.7100.512.40040	251.05
CITY OF BLOOMINGTON	1900032	02/12/2019	2/11/19	501.50.7100.512.30700	420.00
CORE & MAIN LP	K070263	02/12/2019	099872	501.50.7100.512.40043	190.56
CORE & MAIN LP	K088018	02/12/2019	099872	501.50.7100.512.40043	1,363.20
CORE & MAIN LP	K106774	02/12/2019	099872	501.50.7100.512.40043	269.99
DEY DISTRIBUTING	3565113	02/12/2019	11324	501.50.7100.512.40040	154.30
GOPHER STATE ONE-CALL	9010473	02/12/2019	MN00435	501.50.7100.512.30700	207.90
GRAINGER	9057479322	02/05/2019	806460150	501.50.7100.512.60016	127.05
HAWKINS, INC.	4430955	02/05/2019	INV001	501.50.7100.512.60019	658.80
HYDRODESIGNS, INC	0051039-IN	02/05/2019	INVERGR	501.50.7100.512.30700	1,247.25
LEAGUE OF MN CITIES	288384	02/05/2019	1/30/19	501.50.7100.512.50080	120.00
MN GLOVE & SAFETY, INC.	314129	02/05/2019	CTINVE	501.50.7100.512.60045	119.97
NRG ENERGY INC	000857294790	12/31/2018	008000127767	501.50.7100.512.40020	1,308.70
NRG ENERGY INC	000857294797	12/31/2018	NOVEMBER 2018	501.50.7100.512.40020	4,609.79
NRG ENERGY INC	000857294798	12/31/2018	NOVEMBER 2018	501.50.7100.512.40020	3,179.18
NRG ENERGY INC	000857294796	02/12/2019	008000127768	501.50.7100.512.40020	1,174.54
PLANT & FLANGED EQUIPMENT COMPANY	0073386-IN	02/05/2019	INV5000	501.50.7100.512.40043	415.20
STATE OF MN-DEPT OF PUBLIC SAFETY	1907100472018 M-99006	02/05/2019	2520	501.50.7100.512.40040	100.00
STATE OF MN-DEPT OF PUBLIC SAFETY	1907100492018 M-99004	02/05/2019	2522	501.50.7100.512.40040	25.00
USABBLUEBOOK	780348	02/05/2019	656648	501.50.7100.512.40043	582.91
USABBLUEBOOK	792921	02/12/2019	656648	501.50.7100.512.40040	263.37
VERIZON WIRELESS	9822878880	02/12/2019	Telephone	501.50.7100.512.50020	376.42
Fund: 501 - WATER UTILITY FUND					17,165.18
FLEXIBLE PIPE TOOL COMPANY	23343	02/12/2019	2/5/19	502.51.7200.514.40042	821.50
GRAINGER	9067107582	02/05/2019	806460150	502.51.7200.514.40042	43.14
GRAINGER	9068519678	02/05/2019	806460150	502.51.7200.514.40042	64.40
NRG ENERGY INC	000857294790	12/31/2018	008000127767	502.51.7200.514.40020	5.03
NRG ENERGY INC	000857294796	02/12/2019	008000127768	502.51.7200.514.40020	198.77
Fund: 502 - SEWER UTILITY FUND					1,132.84
MADISON NATIONAL LIFE INSURANCE COMPANY	1329759	02/05/2019	FEBRUARY 2019 GROUP #012439	503.52.8600.521.20630	(29.24)
MADISON NATIONAL LIFE INSURANCE COMPANY	1329759 B	02/12/2019	FEBRUARY 2019	503.52.8600.527.20630	6.34
MTI DISTRIBUTING CO	1198477-00	02/12/2019	402307	503.52.8600.527.40042	93.75
MTI DISTRIBUTING CO	1198836-00	02/12/2019	402307	503.52.8600.527.40042	1,795.51
MTI DISTRIBUTING CO	1198836-01	02/12/2019	402307	503.52.8600.527.40042	591.36
MTI DISTRIBUTING CO	1199135-00	02/12/2019	402307	503.52.8600.527.40042	193.55
MTI DISTRIBUTING CO	1199586-00	02/12/2019	402307	503.52.8600.527.40042	100.04
MTI DISTRIBUTING CO	1199586-01	02/12/2019	402307	503.52.8600.527.40042	890.44
MTI DISTRIBUTING CO	1199696-00	02/12/2019	402307	503.52.8600.527.40042	440.55
NAPA OF INVER GROVE HEIGHTS	5762-121334	02/12/2019	4165	503.52.8600.527.40042	1,069.61
NRG ENERGY INC	000857294790	12/31/2018	008000127767	503.52.8600.527.40020	35.49
PLAISTED COMPANIES, INC.	21762	02/12/2019	INW1	503.52.8600.527.60020	591.87
SOUTH BAY DESIGN	010119	02/12/2019	INVERWOOD	503.52.8500.526.50025	255.00
TRI-STATE BOBCAT INC.	P05812	02/12/2019	41466	503.52.8600.527.40042	45.81
VERIZON WIRELESS	9822878880	02/12/2019	Telephone	503.52.8500.526.50020	206.64
Fund: 503 - INVER WOOD GOLF COURSE					6,286.72
CATHERINE M. PERME	1189	02/12/2019	2/1/19	602.00.2100.415.30700	5,375.00
Fund: 602 - RISK MANAGEMENT					5,375.00
DAKOTA CTY TREASURER-AUDITOR (APV)	10947	02/12/2019	1/31/19	603.00.5300.444.50070	62.91
EHLERS AND ASSOCIATES, INC.	79411	02/12/2019	2/11/19	603.00.5300.444.70600	225.00
EMERGENCY AUTOMOTIVE TECHNOLOGIES	MP012219-205	02/12/2019	1/22/19	603.00.5300.444.40041	30.00
EMERGENCY AUTOMOTIVE TECHNOLOGIES	MP012219-208	02/12/2019	1/22/19	603.00.5300.444.40041	43.35
HOSE / CONVEYORS INC	00078471	02/12/2019	CIT300	603.00.5300.444.40041	126.91
HOSE / CONVEYORS INC	00078567	02/12/2019	CIT300	603.00.5300.444.40041	83.91

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
I-STATE TRUCK CENTER	C242568268:01	02/12/2019	13468	603.00.5300.444.40041	15.21
MID CITY SERVICES, INC.	96307	02/12/2019	2/1/19	603.00.5300.444.40065	48.00
NORTH AMERICAN TRAILER SALES	0304139085	02/12/2019	10095	603.00.5300.444.60012	6.69
NORTHWOODS FORD	INVERGROVE 19-101	02/12/2019	26941	603.00.5300.444.80700	28,356.45
NRG ENERGY INC	000857294797	12/31/2018	NOVEMBER 2018	603.00.5300.444.40020	753.90
NUSS TRUCK AND EQUIPMENT	4012692	02/12/2019	38679B	603.00.5300.444.40041	5,223.71
O' REILLY AUTO PARTS	1767-376844	02/12/2019	1578028	603.00.5300.444.40041	12.34
O' REILLY AUTO PARTS	1767-376846	02/12/2019	1578028	603.00.5300.444.40041	15.49
O' REILLY AUTO PARTS	1767-376850	02/12/2019	1578028	603.00.5300.444.40041	89.50
O' REILLY AUTO PARTS	1767-376851	02/12/2019	1578028	603.00.5300.444.40041	33.48
O' REILLY AUTO PARTS	1767-376852	02/12/2019	1578028	603.00.5300.444.40041	65.05
O' REILLY AUTO PARTS	1767-376854	02/12/2019	1578028	603.00.5300.444.40041	50.52
O' REILLY AUTO PARTS	1767-376855	02/12/2019	1578028	603.00.5300.444.40041	12.99
O' REILLY AUTO PARTS	1767-376856	02/12/2019	1578028	603.00.5300.444.40041	21.67
O' REILLY AUTO PARTS	1767-376857	02/12/2019	1578028	603.140.1450050	116.44
O' REILLY AUTO PARTS	1767-376858	02/12/2019	1578028	603.00.5300.444.40041	38.00
O' REILLY AUTO PARTS	1767-376859	02/12/2019	1578028	603.140.1450050	105.44
O' REILLY AUTO PARTS	1767-376860	02/12/2019	1578028	603.140.1450050	58.62
O' REILLY AUTO PARTS	1767-376871	02/12/2019	1578028	603.00.5300.444.40041	282.42
O' REILLY AUTO PARTS	1767-376932	02/12/2019	1578028	603.00.5300.444.60040	39.75
O' REILLY AUTO PARTS	1767-376938	02/12/2019	1578028	603.00.5300.444.60012	10.99
O' REILLY AUTO PARTS	1767-376968	02/12/2019	1578028	603.140.1450050	58.50
O' REILLY AUTO PARTS	1767-376991	02/12/2019	1578028	603.00.5300.444.40041	63.96
O' REILLY AUTO PARTS	1767-377602	02/12/2019	1578028	603.140.1450050	126.26
O' REILLY AUTO PARTS	1767-377754	02/12/2019	1578028	603.00.5300.444.40041	5.06
O' REILLY AUTO PARTS	1767-377755	02/12/2019	1578028	603.00.5300.444.60012	52.00
O' REILLY AUTO PARTS	1767-378223	02/12/2019	1578028	603.140.1450050	84.62
O' REILLY AUTO PARTS	1767-378493	02/12/2019	1578028	603.00.5300.444.40041	17.54
O' REILLY AUTO PARTS	1767-378526	02/12/2019	1578028	603.140.1450050	45.12
O' REILLY AUTO PARTS	1767-378534	02/12/2019	1578028	603.140.1450050	60.46
O' REILLY AUTO PARTS	1767-378315	02/12/2019	1578028	603.00.5300.444.40041	(65.05)
OVERHEAD DOOR CO OF THE NORTHLAND	107814	12/31/2018	10/30/18	603.00.5300.444.40040	291.85
POMP'S TIRE SERVICE, INC.	980055903	02/12/2019	4502557	603.00.5300.444.60014	369.56
POMP'S TIRE SERVICE, INC.	980055945	02/12/2019	4502557	603.00.5300.444.60014	558.24
POMP'S TIRE SERVICE, INC.	980056247	02/12/2019	4502557	603.140.1450050	1,596.24
SEMA EQUIPMENT INC.	1236243	02/12/2019	4504309	603.00.5300.444.40042	197.65
STATE OF MN-DEPT OF PUBLIC SAFETY	1907100502018 M-99659	02/12/2019	2523	603.00.5300.444.50070	25.00
TOTAL CONSTRUCTION & EQUIP.	7544	02/05/2019	WS18CI1025	603.00.5300.444.40040	3,477.38
TOWMASTER TRAILERS INC	411475	02/12/2019	2946	603.00.5300.444.40041	193.55
TRENCHERS PLUS, INC.	IT94905	02/12/2019	R03634	603.00.5300.444.40041	146.67
TRI-STATE BOBCAT INC.	P06340	02/12/2019	16312	603.00.5300.444.40041	271.71
TRI-STATE BOBCAT INC.	P06400	02/12/2019	16312	603.00.5300.444.40041	141.08
UNIFIRST CORPORATION	090 0462737	02/12/2019	1051948	603.00.5300.444.40065	157.67
UNIFIRST CORPORATION	090 0462737	02/12/2019	1051948	603.00.5300.444.60045	33.50
UNIFIRST CORPORATION	090 0464015	02/12/2019	1051948	603.00.5300.444.40065	169.98
UNIFIRST CORPORATION	090 0464015	02/12/2019	1051948	603.00.5300.444.60045	33.50
VERIZON WIRELESS	9822878880	02/12/2019	Telephone	603.00.5300.444.50020	110.16
Fund: 603 - CENTRAL EQUIPMENT					44,150.95
AEP ONSITE PARTNERS, LLC	419-21170300	02/12/2019	2/6/19	605.00.7500.460.40020	864.19
HORWITZ NS/I	W47856	02/05/2019	CTYOFIGH	605.00.7500.460.40040	5,013.18
HUEBSCH SERVICES	4219069	02/05/2019	100075	605.00.7500.460.40065	120.52
HUEBSCH SERVICES	4227166	02/12/2019	100075	605.00.7500.460.40065	120.52
LONE OAK COMPANIES	81007	02/12/2019	1/30/19	605.00.7500.460.50035	483.93
LONE OAK COMPANIES	1/31/19	02/12/2019	UTILITY BILLING	605.00.7500.460.50035	1,555.00
OPEN SYSTEMS TECHNOLOGIES DE LLC	DE410030	02/12/2019	1/31/19	605.00.7500.460.30700	2,850.00
Fund: 605 - CITY FACILITIES					11,007.34
CDW GOVERNMENT INC	QSC9239	02/05/2019	2394832	606.00.1400.413.60041	106.51
CDW GOVERNMENT INC	QSJ6751	02/05/2019	2394832	606.00.1400.413.60041	116.26
CDW GOVERNMENT INC	QVG9598	02/05/2019	2394832	606.00.1400.413.60041	2,614.16
ESRI INC	93577939	02/05/2019	19729	606.00.1400.413.50070	33,711.22
MADISON NATIONAL LIFE INSURANCE COMPANY	1329759	02/05/2019	FEBRUARY 2019 GROUP #012439	606.00.1400.413.20630	(48.76)
STEPHEN NICHOLSON	655	02/05/2019	1/21/19	606.00.1400.413.80610	8,020.00
WORKS COMPUTING, INC.	30354	12/31/2018	INVER	606.00.1400.413.50070	22,317.00
WORKS COMPUTING, INC.	30417	12/31/2018	INVER	606.00.1400.413.30700	9,440.00
WORKS COMPUTING, INC.	30557	12/31/2018	INVER	606.00.1400.413.30700	5,840.00
WORKS COMPUTING, INC.	30674	12/31/2018	INVER	606.00.1400.413.30700	5,760.00
WORKS COMPUTING, INC.	30675	12/31/2018	INVER	606.00.1400.413.30700	6,400.00
WORKS COMPUTING, INC.	30715	12/31/2018	INVER	606.00.1400.413.60041	4,494.00
WORKS COMPUTING, INC.	30758	12/31/2018	INVER	606.00.1400.413.60041	351.40
WORKS COMPUTING, INC.	30806	12/31/2018	INVER	606.00.1400.413.30700	12,037.50
Fund: 606 - TECHNOLOGY FUND					111,159.29
EMMONS & OLIVIER RESOURCES	00095-0057-5	12/31/2018	10/29/18	702.229.2287302	322.50
EMMONS & OLIVIER RESOURCES	00095-0057-5	12/31/2018	IGH 2018 CONSTRUCTION OBSERVATION	702.229.2304602	59.00
GREAT HOME MN LLC	1/31/19	02/05/2019	ESCROW RELEASE 8811 AVIARY PATH	702.229.2296801	1,081.11
HENNEPIN COUNTY DISTRICT COURT	17428524/1728525	02/05/2019	ANGEL DUMAS	702.229.2291000	156.00
KENNEDY & GRAVEN	12/31/18	12/31/2018	NV125-00060	702.229.2309402	5,945.00
NORTHERN SERVICE CENTER	19WSCR18140601	02/05/2019	JAMES MASON	702.229.2291000	200.00
NORTHERN SERVICE CENTER	19WSVB1565652	02/05/2019	ERIC DREYLING	702.229.2291000	600.00
Fund: 702 - ESCROW FUND					8,363.61
Grand Total					1,308,996.73

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Approval of Plans and Specifications and Advertising for Bids for the North Valley Park Pickleball Court Project.

Meeting Date: February 25, 2019
 Item Type: Consent Agenda
 Contact: Eric Carlson – 651.450.2587
 Prepared by: Brian Swoboda -651-450-2582
 Reviewed by: Eric Carlson – Parks & Recreation

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Approve the plans and specifications and advertisement for bids for the North Valley Pickleball Court project.

SUMMARY

On October 4, 2018 the PRAC appointed North Valley Pickleball Sub-Committee toured neighboring pickleball courts in Eagan, Cottage Grove, and Woodbury. This tour was very helpful by talking with users and making decisions as to what North Valley Park Pickleball Courts would include and look like. In November 2018 the PRAC and City Council approved hiring Fred Kolkman Tennis & Sport Surfaces, LLC to provide Design Services for plans and specifications to replace the 4 tennis courts at North Valley Park with 6 Pickleball Courts.

A letter was sent out to all neighbors within 350 ft. of North and South Valley Parks on February 1, 2019 inviting them to comment and/or attend the PRAC meeting to address any pros or cons of the proposed project. The project details are attached, but in general consists of removing the four tennis courts and replacing them with 6 Pickle Ball **only** Courts. The fence perimeter will be 8ft high with a 6ft. high dividing fence in the center. A concrete maintenance strip will also be included around fence perimeter. Fencing shall include 6ft. PVC slatting on north/south end and 4 ft on dividing. Interior courts will be coated/painted bi-color blue/gray with white lines and exterior will be green. The plans also include adding a 10 ft. x 30ft. shade shelter and increasing the parking lot from 8 stalls to 21 stalls; including 2 handicap stalls with ADA accessibility.

On February 13, 2019 the Park and Recreation Advisory Committee (PRAC) recommended approval of the North Valley Pickleball Court Plans. Staff request the City Council approve the plans/specifications to be put out to bid.

The preliminary estimated cost of the project and funding sources are as follows:

Project Item	Funding Source	Estimated Cost
6 Courts/Fencing	Fund 444	\$185,00
Shade Shelter	Fund 444	\$35,000
Park Amenities	Fund 444	\$7,000
Design & Inspection Fees	Fund 444	\$18,000
Parking Lot Addition	Pavement Management Fund	\$65,000
	Total Project	\$310,000

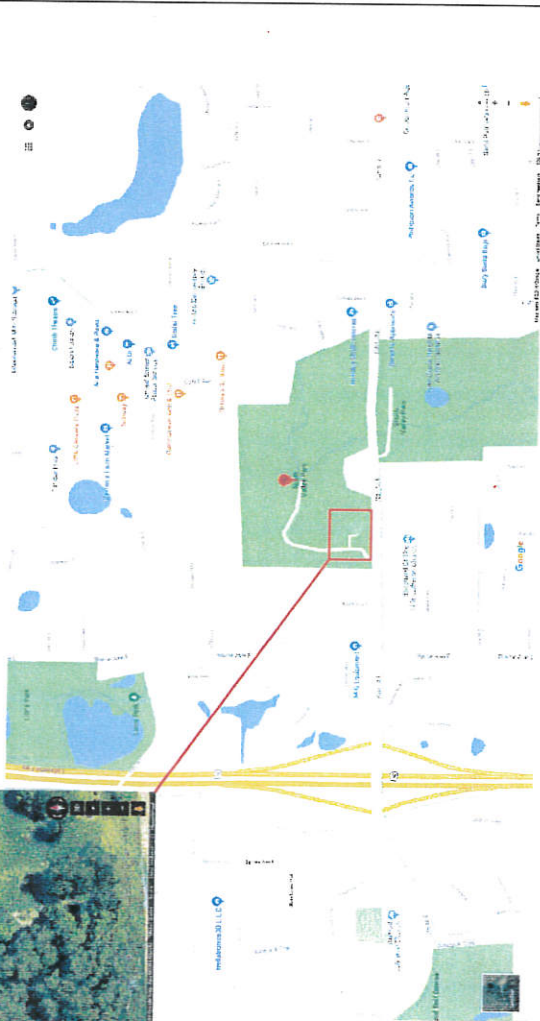
The tentative Project Timeline from start to finish are as follows:

Date:	Description:
February 13, 2019	PRAC Approved
February 25, 2019	City Council Approval
March 3, 2019	1 st Posting - Advertisement for Bid in South West Review
March 10, 2019	2 nd Posting – Advertisement for Bid in South West Review
March 15, 2019	Pre-Bid Conference Meeting
April 2, 2019	Sealed Bids Due/Bid Opening
April 8, 2019	Recommend Approval by City Council
April 9, 2019	Notify Vendor of Approval
April 23, 2019	Pre-construction Meeting
April 30, 2019	Tentative Start Date
September 15, 2019	Completion Date

Inver Grove Heights



North Valley Park



2019 Pickleball Courts And Parking Reconstruction

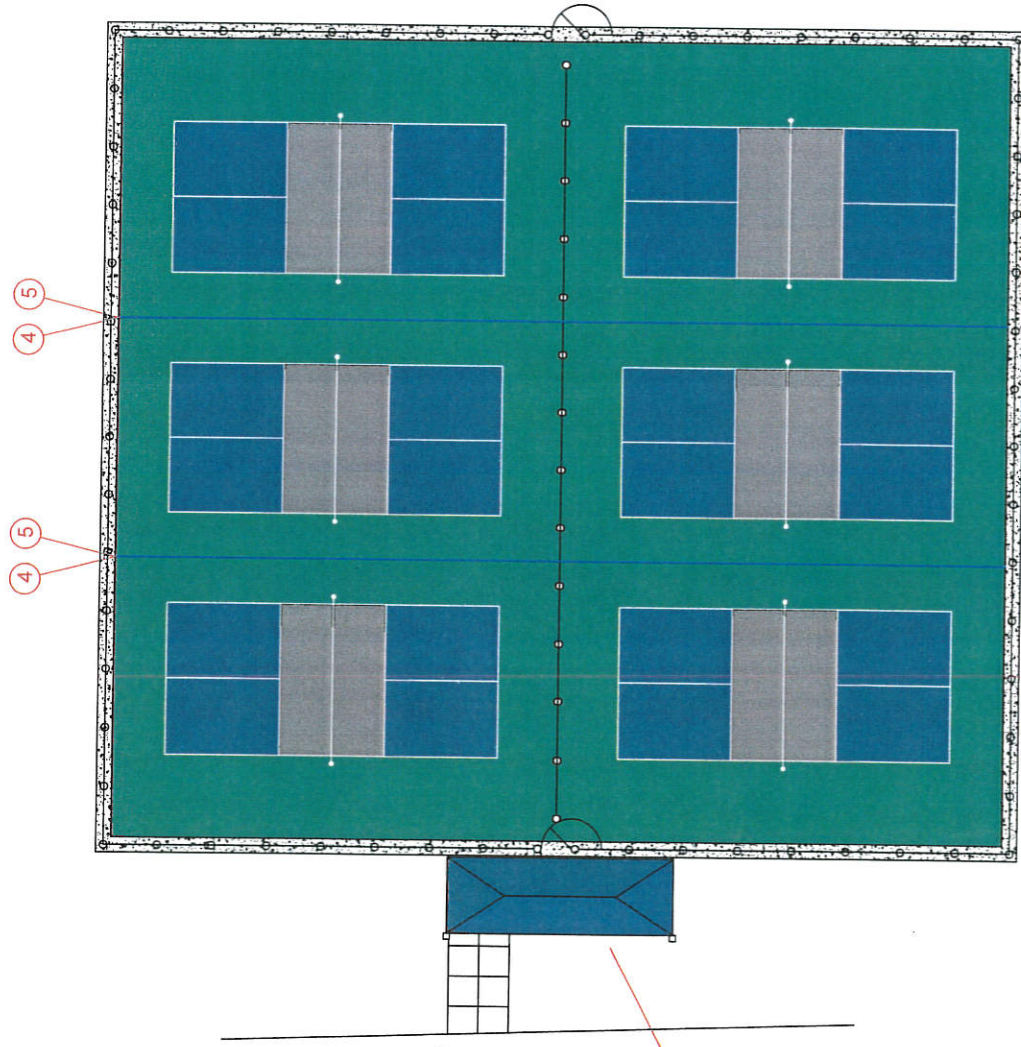


Fred Kolkman Tennis
And Sport Surfaces, LLC
1921 Mayfair Rd. Grafton, WI 53024
www.kolkmancourtsurfaces.com
Courtbuilder@ameritech.net
262-665-7507

City Of Inver Grove Heights
North Valley Park
2800 70th St. East
Inver Grove Heights MN 55076

Title Page	
Project #	18-036
Sheet #	1
Date	2-17-2019
CAD By	Peter K.
Scale	NTS

- ① Light Green Exterior
- ② Grey And Dark Blue Interior
- ③ White Lines
- ④ Control Joints
- ⑤ Armor Over Joints



Canopy
See Page 14



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City Of Inver Grove Heights
North Valley Park
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Color Page

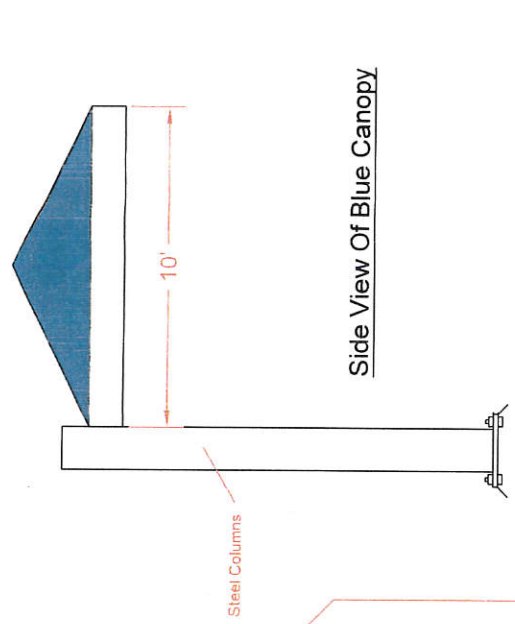
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Sheet #	10
Date	2-17-2019
CAD By	Peter K.
Scale	NTS



Fred Kolkmann Tennis
And Sport Surfaces, LLC
1921 Mayfair Rd. Grafton, WI 53024
www.kolkmancourbuilder.com
262-685-7507

City Of Inver Grove Heights
North Valley Park
2800 70th St. East
Inver Grove Heights MN 55076

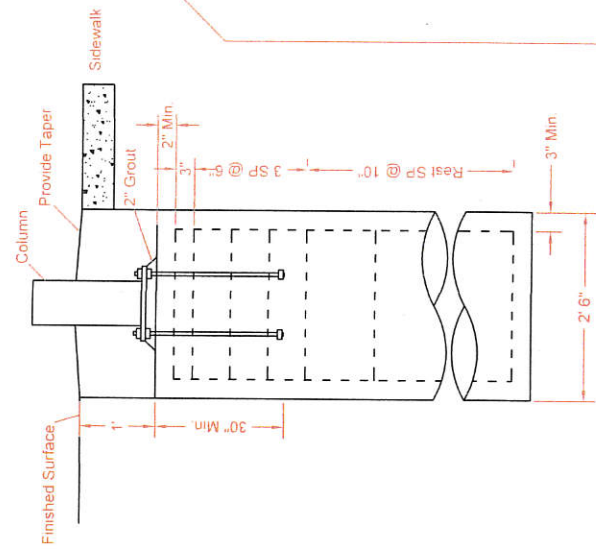
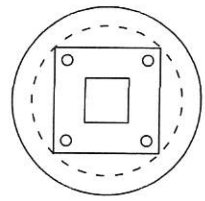
Details Page 2				
Project #	18-036			
Sheet #	14			
Date	2-17-2019			
CAD By	Peter K.			
Scale	NTS			



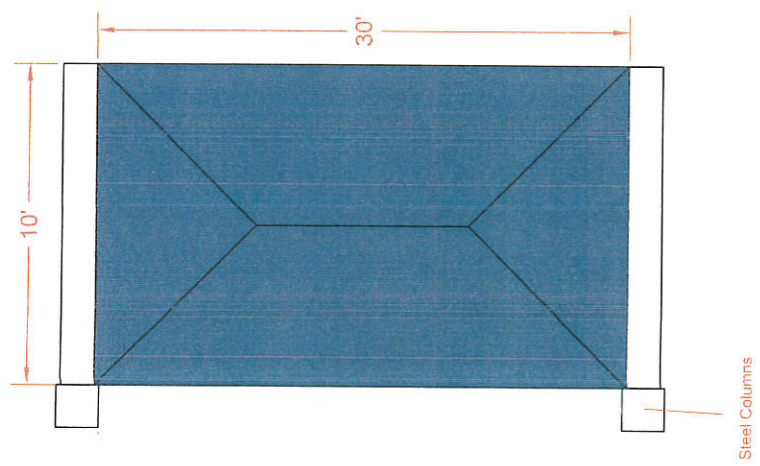
Side View Of Blue Canopy



Front View Of Blue Canopy



Post Footing Detail Of Canopy



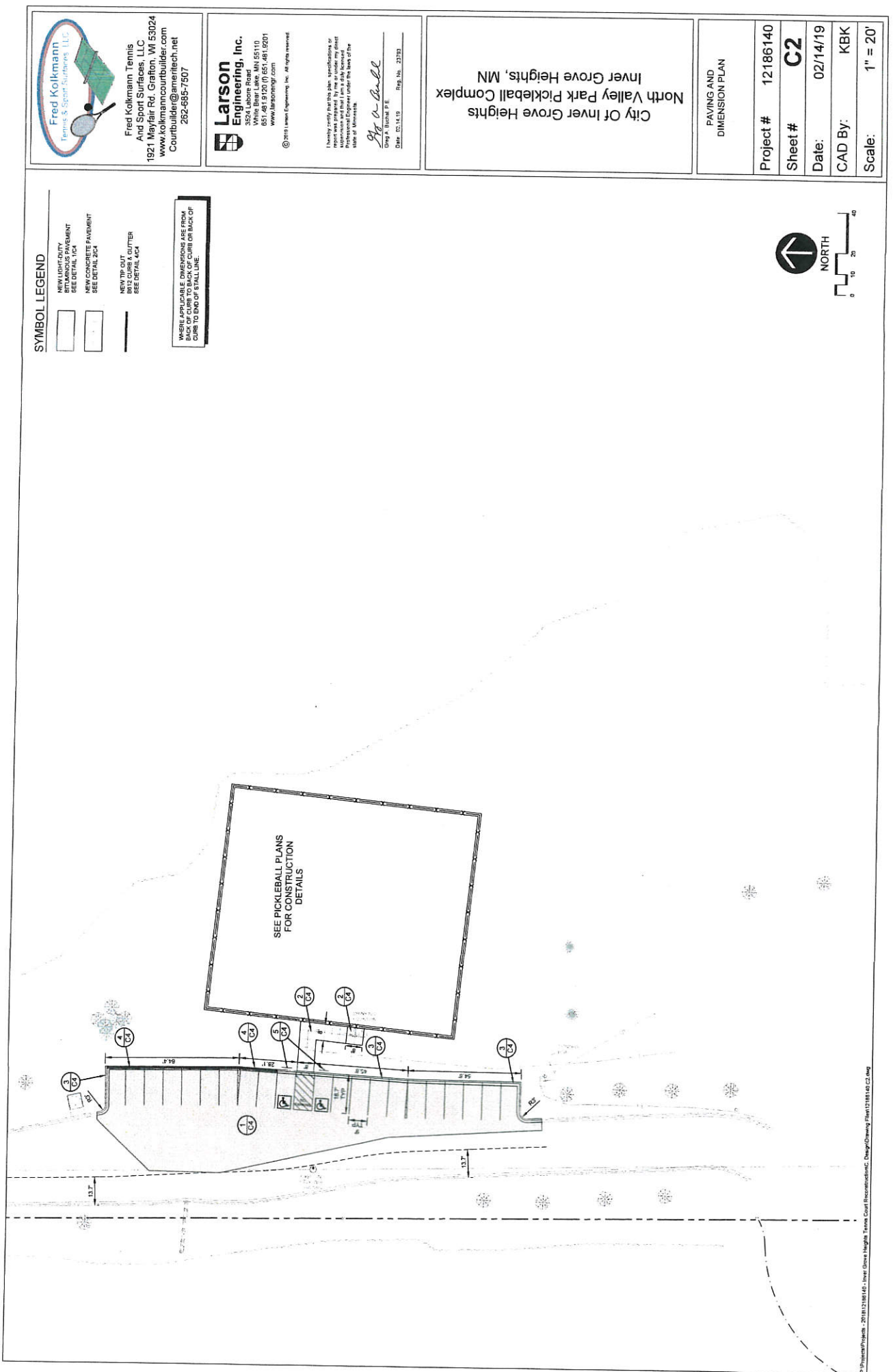
Top View Of Blue Canopy

Structure To Be Engineered And Built By USA SHADE

SYMBOL LEGEND

-  NEW LIGHT-DUTY CONCRETE PAVEMENT
SEE DETAIL 1C4
-  NEW CONCRETE PAVEMENT
SEE DETAIL 2C4
-  NEW TOP OUT
8012 CURB & GUTTER
SEE DETAIL 4C4

WHERE APPLICABLE, DIMENSIONS ARE FROM
CURB TO FACE OF CURB OR BACK OF
CURB TO END OF STALL LINE.



Fred Kolkmann
Tennis & Sport Surfaces, LLC

Fred Kolkmann Tennis
And Sport Surfaces, LLC
1921 Mayfair Rd. Grafton, WI 53024
www.kolkmanncourtbuilder.com
Courtbuilder@ameritech.net
262-685-7507

Larson
Engineering, Inc.

3524 Labore Road
White Bear Lake, MN 55110
651-437-1100 FAX 651-437-1520
www.larsonengr.com

I hereby certify that this plan, specifications or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the state of Minnesota.

Greg A. Bucha P.E.
Greg A. Bucha P.E.
Date: 02/14/19 Reg. No. 23793

City Of Inver Grove Heights
North Valley Park Pickleball Complex
Inver Grove Heights, MN

PAVING AND DIMENSION PLAN	
Project #	12186140
Sheet #	C2
Date:	02/14/19
CAD By:	KBK
Scale:	1" = 20'

PUBLIC COMMNET

Eric Carlson

From: Brian Swoboda
Sent: Wednesday, February 6, 2019 7:29 AM
To: Eric Carlson
Subject: FW: Pickleball

FYI

From: Craig M. Abbott <craigabbott03@yahoo.com>
Sent: Tuesday, February 5, 2019 7:00 PM
To: Brian Swoboda <bswoboda@invergroveheights.org>
Subject: Pickleball

Brian,

I appreciate our city addressing the needs of its park system. I know my family really enjoys outside time when the snow melts!

We live very close to the tennis courts at North Valley Park, and while I think we would love to learn about and play pickleball, we would much rather actual tennis courts. I have 3 small children and we planned on tennis lessons in the near future for our little ones. Tennis is very good exercise, and we would really miss the courts!

There is a lot of grass out there that is simply not used often. Is there a way to have tennis courts and pickleball courts?

Thank you for seeking our input,

Craig Abbott

Eric Carlson

From: Kirk Lindberg <lindberg.kirk@gmail.com>
Sent: Thursday, February 7, 2019 8:04 PM
To: Eric Carlson
Cc: Clyde Reynolds; Wayne Ogorek; Brian Swoboda; Judy Wonick
Subject: Re: PICKLEBALL

Eric,

Thanks for including us in the information. My only thoughts at the moment are:

1. First of all the entire pickleball community is very excited about getting some dedicated outdoor courts. It will be a fantastic amenity for the city.
2. Hopefully there could be room for a row of benches inside the courts along the west fence for people to either watch, or more likely sit and wait their turn to play. I don't know if that could fit comfortably inside the current 12' sideline shown on the drawing or if more room is needed for that.
3. There should be some kind of locker/cabinet for storage of maintenance tools (squeegees, brooms, leaf blower, etc.)
4. It would be wonderful if there could be some tables (outside the fence most likely) for people to sit, watch, cool off, etc.
5. I know parking will be an issue. With six courts, that could be as many as 24 people playing if the courts are full, more if people are waiting to play.

Thank you to you, your staff and the city for your support of this project. I will plan on attending the meeting on Wednesday.

- Kirk

On Wed, Feb 6, 2019 at 4:29 PM Eric Carlson <ecarlson@invergroveheights.org> wrote:

All

I am attaching some preliminary plans for the North Valley Pickleball project. The Parks Commission will be reviewing these on Wednesday, February 13th at 7:00pm at City Hall. Please let me know if you have any questions/concerns and please attend the meeting if you can.

Thanks,

Eric

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Awarding a 3 Year Portable Toilet Contract

Meeting Date: February 25, 2019
 Item Type: Consent Agenda
 Contact: Eric Carlson – 651.450.2587
 Prepared by: Brian Swoboda-651-450-2582
 Reviewed by: Eric Carlson – Parks & Recreation

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Approve a 3-year contract with Nature Calls which will be effective April 1, 2019 – March 31, 2022. This expense is included in the annual Parks Division Budget.

SUMMARY

Portable toilet quote requests were received from three vendors for provision/servicing of facilities for a three-year contract. The low quote was received from Nature Calls for a monthly rate of \$60.00, which includes weekly cleanings. All quotes also contain Damage Waiver protecting the City from any liability for damage or destroyed units including vandalism and arson. The bid tabulation is provided below. The Parks and Recreation Commission and staff recommends contracting with Nature Calls for the next 3 years.

Nature Calls	\$60.00/month serviced weekly
On Site Sanitation	\$67.00/month serviced weekly
Biffs	\$92.50/month serviced weekly

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Pay Voucher No. 3 for City Project No. 2018-13 – Public Works Maintenance Facility HVAC Improvements

Meeting Date: February 25, 2019
 Item Type: Consent
 Contact: Scott D. Thureen, 651-450-2571
 Prepared by: Scott D. Thureen, Public Works Director
 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: Central Equipment Fund

PURPOSE/ACTION REQUESTED

Consider Pay Voucher No. 3 for City Project No. 2018-13 – Public Works Maintenance Facility HVAC Improvements.

SUMMARY

The contract was awarded in the amount of \$164,878 to Grendahl Mechanical, LLC on August 27, 2018 for City Project No. 2018-13.

The contractor has completed the work through January 30, 2019 in accordance with the contract plans and specifications. A letter of recommendation for payment and acceptance (attached) has been provided by SEH, Inc., the design consultant for the project.

I recommend approval of Pay Voucher No. 3 in the amount of \$98,689.10 for City Project No. 2018-13.

SDT/kf

Attachments: Letter from SEH, Inc.
 Pay Voucher No. 3



Building a Better World
for All of Us®

February 6, 2019

RE: City of Inver Grove Heights, Minnesota
Public Works Building HVAC
Improvements
SEH No. INVER 146552

Mr. Scott Thureen
Public Works Director
8150 Barbary Ave
Inver Grove Heights, MN 55077

Dear Scott:

Please find enclosed Application for Payment No. 3 for the referenced project. The quantities completed to date have been reviewed and we hereby recommend approval for payment to Grendahl Mechanical LLC in the amount of \$96,689.10. This amount represents 82% of the work completed and material on hand, with 5% held for retainage.

If approved, please sign and forward payment, along with a copy of the signed pay application, to Grendahl Mechanical LLC, retaining the original for City records.

Please don't hesitate to contact me with any questions or comments. Thank you.

Sincerely,

Nicholas J. Brula
Project Manager

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Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 3535 Vadnais Center Drive, St. Paul, MN 55110-5196

SEH is 100% employee-owned | sehinc.com | 651.490.2000 | 800.325.2055 | 888.908.8166 fax

APPLICATION AND CERTIFICATE FOR PAYMENT

PAGE ONE OF 2 PAGES

TO OWNER:

Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, MN
FROM CONTRACTOR:
Gendahl Mechanical LLC
7101 York Avenue South, Suite 260
Edina, MN 55435

PROJECT:

Public Works Building

VIA ARCHITECT:

SEH Architects and Engineers
3535 Vandals Center Drive
St. Paul, MN 55110

APPLICATION #:

3

Distribution to:

1/30/19

PROJECT NOS:

0

CONTRACT DATE:

Owner	
Const. Mar	
Architect	X
Contractor	

CONTRACT FOR: HVAC Systems

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM \$ 164,878.00

2. Net change by Change Orders \$ 0.00

3. CONTRACT SUM TO DATE (Line 1 +/- 2) \$ 164,878.00

4. TOTAL COMPLETED & STORED TO DATE \$ 133,778.00

5. RETAINAGE: (Column G on Continuation Sheet)

a. 5.0% of Completed Work \$ 6,688.90

b. 5.0% of Stored Material \$ 0.00

Total Retainage (Line 5a + 5b or

Total in Column 1 of Continuation Sheet) \$ 6,688.90

6. TOTAL EARNED LESS RETAINAGE \$ 127,089.10

(Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

(Line 6 from prior Certificate) \$ 30,400.00

8. CURRENT PAYMENT DUE \$ 96,689.10

9. BALANCE TO FINISH, INCLUDING RETAINAGE

(Line 3 less Line 6) \$ 37,788.90

CHANGE ORDER SUMMARY

CHANGES	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	\$0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown therein is now due.

CONTRACTOR:

By:  Date: 1/25/2019

State of: Minnesota

County of: Hennepin

Subscribed and sworn to before me this 25 day of January 2019

Notary Public: Jennifer Lynn Wida

My Commission expires: 1/31/2021

JENNIFER LYNN WIDA
NOTARY PUBLIC
MINNESOTA
My Commission Expires Jan 31, 2021

CERTIFICATE FOR PAYMENT

In accordance with Contract Documents, based on on-site observations and the data comprising application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 96,689.10

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

By: 

Date: 2/6/2019

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner of Contractor under this Contract.

Item No.	Description of Work	Scheduled Value	Work Completed		Materials Presently Stored (Not in D or E)	Total Completed And Stored To Date (D + E + F)	% (G/C)	Balance To Finish (C - G)	Retainage
			From Previous Application (D + E)	This Period					
1	Administration, Mobilization and Permits	24,000.00	17,000.00	3,000.00	0.00	20,000.00	83%	4,000.00	1,000.00
2		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
3									
4	>>HVAC <<								
5	Demolition	5,000.00	1,000.00	4,000.00	0.00	5,000.00	100%	0.00	250.00
6	MUA equipment (furnish and install)	61,400.00	0.00	45,000.00	0.00	45,000.00	73%	16,400.00	2,250.00
7	EF equipment (furnish and install)	18,578.00	0.00	18,578.00	0.00	18,578.00	100%	0.00	928.90
8	Electrical and controls	23,000.00	10,000.00	12,500.00	0.00	22,500.00	98%	500.00	1,125.00
9	Ductwork fabrication and installation	18,900.00	0.00	12,700.00	0.00	12,700.00	67%	6,200.00	635.00
10	Ductwork insulation	14,000.00	4,000.00	6,000.00	0.00	10,000.00	71%	4,000.00	500.00
11		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
12		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
13		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
14		0	0	0.00	0.00	0.00	0%	0.00	0.00
15		0	0	0.00	0.00	0.00	0%	0.00	0.00
16	CHANGE ORDERS	0	0	0.00	0.00	0.00	0%	0.00	0.00
17		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
18		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
19		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
20		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
21		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
22		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
23		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
24		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
25		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
26		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
27		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
28									
		164,878.00	32,000.00	101,778.00	0.00	133,778.00	81%	31,100.00	5,594.90

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: February 25, 2019
 Item Type: Consent
 Contact: (651) 450-2460
 Prepared by: Commander Dennis Haugland
 Reviewed by: Sean Folmar, Interim Police Chief

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:

Adoption of the updated City of Inver Grove Heights Emergency Operation Plan (EOP).

SUMMARY:

Minnesota Statutes, Section 299K.05 stipulate that “Political subdivisions should prepare emergency plans that adequately address the requirements contained in section 11003 of the federal act. The emergency plan may be a part of a plan prepared by a political subdivision in accordance with chapter 12.

The ‘federal act’ is the Emergency Planning and Community Right to Know Act, otherwise known as Title III of the Superfund Amendments and Reauthorization Act (SARA) of 1986. SARA Title III includes several requirements regarding the developments, exercising, and updating of a local emergency plan.

The Federal Emergency Management Agency (FEMA) has developed a Comprehensive Preparedness Guide (CPG) 101 to provide recommendations on developing EOPs. The CPG promotes a common understanding of the fundamentals of risk-informed planning and decision making to help planners produce integrated, coordinated, and synchronized plans. The goal of CPG 101 is to make the planning process routine across all phases of emergency management and for all homeland security mission areas.

Minnesota Department of Public Safety, Division of Homeland Security and Emergency Management (HSEM) has also developed a local EOP crosswalk known as the MNWALK that is used by HSEM and Dakota County to evaluate the completeness of local EOP’s.

The Inver Grove Heights updated EOP has been deemed MNWALK compliant by the Dakota County Emergency Preparedness Coordinator.

The recommendation under SARA Title III is to have a plan update every two years to maintain accuracy.

The official plan documents are not available to the public.

RECOMMENDATION:

Staff recommends the City of Inver Grove Heights adopt the updated City of Inver Grove Heights Emergency Operation Plan (EOP).

Once the certification of plan approval has been signed by the Mayor, updated Emergency Operation Plans will be distributed accordingly.

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

RESOLUTION NO. ____

**RESOLUTION TO ADOPT THE 2019 INVER GROVE HEIGHTS EMERGENCY
OPERATIONS PLAN**

WHEREAS, the City of Inver Grove Heights desires to follow Minnesota State Statute 12, “Emergency Management;” and

WHEREAS, requires that the governing bodies plan and prepare to deal with disasters; and

WHEREAS, the cities adopt plans specific to the situations that may arise within the geographical and plans covering all hazards; and

WHEREAS, the city must train and practice on written plans; and

WHEREAS, the city must review for compliance and submit for review to the Dakota County Emergency Manager who will then forward to the State of Minnesota the plan for review and approval; and

WHEREAS, the City Council of the City of Inver Grove Heights believes that having a plan adopting and updating the plan will enhance the safety and security of the citizens of the City of Inver Grove Heights.

NOW THEREFORE BE IT HEREBY RESOLVED that the City Council of the City of Inver Grove Heights adopts by resolution the 2019 Inver Grove Heights Emergency Operations Plan.

Passed by the City Council of Inver Grove Heights this 25th day of February 2019.

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

PERSONNEL ACTIONS

Meeting Date:	February 25, 2019		Fiscal/FTE Impact:
Item Type:	Consent Agenda	☒	None
Contact &	Janet Shefchik, HR Manager	☐	Amount included in current budget
Reviewed by:		☐	Budget amendment requested
Prepared by:	Carrie Isaacson, Admin Svc Coord	☐	FTE included in current complement
		☐	New FTE requested – N/A
		☐	Other

PURPOSE/ACTION REQUESTED

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

Full-Time Employment:

Dorshak, Julie, Recreation Superintendent
Rannow, Brett, Recreation Specialist

Part-Time/Temporary/Seasonal Employment:

Parks-Recreation-VMCC

Blaufuss, Andrew, Personal Trainer/Fitness Instructor
Gould, Mitchell, Lifeguard

Resignations/Terminations of Employment:

Chambers, Janna, Assistant to the Building Official

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Approval of Temporary Liquor License – Church of St. Patrick

Meeting Date: February 25, 2019
Item Type: Public Hearing
Contact: 651-450-2513
Prepared by: Michelle Tesser
Reviewed by: N/A

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED:

Consider approval of the request from Church of St. Patrick for a temporary liquor license on April 13, 2019 (5:30PM-10:30PM) for the Best Foundation Charity Fundraiser.

SUMMARY:

Pursuant to City Code Section 4-1-4 a temporary on-sale intoxicating liquor license may be issued to a club, charitable, religious, or other nonprofit organization in existence for at least three (3) years. The temporary license may only be issued in conjunction with a social event within the municipality sponsored by the licensee and may only be issued for a period not to exceed four (4) consecutive days.

The Church will be hosting an event for the Best Foundation and the sale of liquor will be in conjunction with this event. A certificate of liability insurance was provided to the City.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Second Reading of Ordinance Changes Related to Dog Licensing, Dog Leashes, Dangerous Dogs

Meeting Date: February 25, 2019
 Item Type: Regular Meeting
 Contact: Eric Carlson – 651.450.2587
 Prepared by: Eric Carlson
 Reviewed by: Sean Folmar

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

PURPOSE/ACTION REQUESTED

The Council is asked to approve the second reading regarding changes to 5-4-1 – 5-4-14; 7-5-1; 10-2-2; 10-15H-4-8 as outlined below.

SUMMARY

The City Council reviewed proposed changes to city code related to dog licensing, dog leashes, and dangerous dogs at your October 1, 2018 Work Study Session, November 13th and December 10th City Council meetings. The City Council approved the 1st reading at your January 14th meeting.

At the January 14th meeting the Council asked the Park and Recreation Commission to review the potential of adding off-leash dog training areas at Seidl's Lake Park and Sleep Hollow Park as long as the dog was wearing an electric collar. Letters were sent to residents living around these two parks inviting residents to attend the meeting or email in comments. All comments that have been received have been attached. The Park and Recreation Commission is recommending against having additional off-leash dog areas do to safety concerns of other park users. From an "enforcement" perspective, the public safety staff would recommend all dogs be leashed unless inside the fenced area at the Heritage Village Park Off-Leash Dog Park.

Highlights of the recommended ordinance changes include:

1. Proposed dog leash ordinance changes

- Dogs can be off leash on the owners' property, in the owners' vehicle, or at the Heritage Village Dog Park.
- Dogs can be in any city park, trail, or public sidewalk as long as they are on a leash that is 16' long or less at all times
- Dogs are not allowed on athletic fields (i.e. soccer fields/courts) and can't be inside a fenced athletic field
- Owners of dogs in a manufactured home park must keep their dog(s) on a 16' leash at all times the animal is outside

2. Proposed dangerous dog ordinance changes

- Police Department still handles all dangerous dog situations/process
- Clear identification of chief of police or designee as the city's responsible animal control authority
- Differentiation of ownership conditions for dogs deemed dangerous vs. potentially dangerous dogs
- Establishment of a third party or a third-party hearing officer
- Establishment of a moderate hearing fee for appeals of dangerous and potentially dangerous dog designations

3. Proposed dog licensing ordinance changes

- City will no longer require that dogs be licensed
- City will require all dogs to be vaccinated annually, a dog found unvaccinated will cause the owner of the dog to be guilty of a misdemeanor punishable by 90 days in jail and/or a fine up to \$1,000 as determined by a judge.
- Any dog using an off-leash dog area would be required to be vaccinated and purchase a off-leash dog park pass annually

REDLINE VERSION

Chapter 4

ANIMAL CONTROL

5-4-1: DEFINITIONS:

5-4-2: KEEPING OF CERTAIN ANIMALS PERMITTED:

5-4-3: **DOG** LICENSES:

5-4-4: GENERAL REGULATIONS OF DOMESTIC ANIMALS:

5-4-5: SEIZURE AND IMPOUNDMENT OF ANIMALS:

5-4-6: DANGEROUS AND POTENTIALLY DANGEROUS **DOGS**:

5-4-7: CARE OF ANIMALS:

5-4-8: PROHIBITIONS:

5-4-9: COMMERCIAL, COMMERCIAL DAYCARE AND NONCOMMERCIAL KENNELS:

5-4-10: HORSES IN PUBLIC PARKS AND ROADWAYS:

5-4-11: RIGHT OF ENTRY:

5-4-12: EXCEPTIONS:

5-4-13: ENFORCEMENT OF THE PROVISIONS OF THIS CHAPTER:

5-4-14: PENALTY:

5-4-1: DEFINITIONS:

For purposes of this chapter, unless the context clearly indicates otherwise or otherwise defined in Minnesota statutes section 347.50 the terms defined in this section have the meanings given them:

ANIMAL: Every nonhuman species of animal, domestic, permitted nondomestic, and inherently dangerous.

ANIMAL CONTROL AUTHORITY: By designation, the animal control authority is the chief of police or their designee. Individually and collectively the city's police department, the city's police chief, the city's police officers, the city's community service officers and other personnel assisting in the enforcement of this chapter.

ANIMAL CONTROL OFFICERS: Individually and collectively the city's police department, the city's police chief, the city's police officers, the city's community service officers and other personnel retained b the city or assisting in the enforcement of this chapter.

COMMERCIAL DAYCARE KENNEL: Any place where **dogs** are kept for the primary purpose of commercial pet sitting or "**doggie daycare**", provided all of the following are met:

A. No kennels are allowed in a residential zoning district.

AB. Limited to a maximum of twenty (20) **dogs** on site at any one time.

BC. No outdoor runs or kennels allowed.

CD. The requirement and location of any outside fenced area, if any, shall be determined by the council.

DE. **Dogs** shall be on a leash not greater than 16' (sixteen feet) and handled by an employee or in an approved outside fenced exercise or kennel area at all times when outside the building during the animal's stay.

EF. Unless otherwise authorized by the City Council, aAn employee shall remain on site at all times animals are on the premises including overnight.

FG. **Dogs** shall be kept inside at all times except when exercised by an employee. Dog kennels shall allow for outdoor runs or exercised by an employee

GH. Designated bathroom area shall be cleaned daily.

COMMERCIAL KENNEL: Kennel means a place where four (4) or more **dogs** over the age of six (6) months are kept for the primary purpose of commercial breeding, keeping, harboring, or selling of **dogs**. A commercial kennel does not include veterinary hospitals, clinics, or other premises operated by a licensed veterinarian exclusively for the care and treatment of animals.

DANGEROUS **DOG**: as defined in Minnesota statutes section 347.50.

DOMESTIC ANIMALS: Dogs, cats, caged birds, fish, rabbits, domestic ferrets, snakes (nonvenomous and nonconstrictor species), gerbils, hamsters, guinea pigs, white rats or mice.

FARM ANIMAL AND PERMITTED NONDOMESTIC ANIMAL: Cows, sheep, pigs, deer, horse, donkeys, chickens, rabbits, goats and other members of the order Artiodactyla except the family Hippopotamidae; horses and other members of the family Equidae; all birds in the class Aves; squirrels and other members of the family Scirridae; rabbits and other members of the families Didelphidae and Macropididae; and other animals if the owner can show the animals are not inherently dangerous.

GREAT BODILY HARM: "Great bodily harm: has the meaning given it under Minnesota statutes section 609.02, subdivision 8.

HEARING OFFICER: An impartial person who may be either an impartial employee or the city or an impartial person retained and appointed by the city to conduct dangerous dog and potentially dangerous dog hearings.

INHERENTLY DANGEROUS ANIMALS: Animals other than domestic animals and farm and permitted nondomestic animals, which are inherently dangerous including, but not limited to, wolves, coyotes, bears, snakes (venomous and constrictor species), skunks, cougars, tigers, and any crossbreeds thereof, or crossbreeds with domestic or farm and permitted nondomestic animals.

KEEP: To own, stable, harbor, maintain, possess, or act as a custodian or caretaker for an animal.

KENNEL: A commercial kennel, commercial daycare kennel or noncommercial kennel.

NONCOMMERCIAL KENNEL: Any place where four (4) or more dogs over the age of six (6) months are kept for non-commercial use, such as a dog daycare, but not for the primary purpose of commercial breeding, keeping, harboring, or selling of dogs.

OWNER: Any person, firm, corporation, organization, or department possessing, harboring, keeping, having an interest in, or having care, custody, or control of an animal.

PERSON: One or more natural persons, a firm, partnership, corporation, or any other entity.

POTENTIALLY DANGEROUS DOG: As defined in Minnesota Statutes section 347.50.

PREMISES: A building, structure, shelter, or land where an animal is kept or confined.

PROPER ENCLOSURE: FOR DANGEROUS OR POTENTIALLY DANGEROUS DOGS. A secure indoor location or a securely enclosed and locked pen or structure suitable to prevent the potentially dangerous dog or dangerous dog from escaping and providing protection from the elements for the animal. A proper enclosure does not include a porch, patio, or any part of a house, garage, or other structure that would allow the potentially dangerous dog or dangerous dog to exit of its own volition, or any house or structure in which windows are open or in which door or window screens are the only obstacles that prevent the potentially dangerous dog or dangerous dog from exiting.

RUNNING AT LARGE, RUN AT LARGE, OR AT LARGE: Any animal that is not under restraint.

SUBSTANTIAL BODILY HARM: Minnesota statutes section 609.02, subdivision 7a.

UNDER RESTRAINT: The animal is: ~~a) beside a person having custody of it and obedient to that person's voice or signal command or the animal is in such proximity to the person having custody of it that the person can effectively by voice or signal command control the animal and the animal is obedient to that person's voice or signal command;~~ ab) within a private motor vehicle of a person owning, harboring, or keeping the animal; bc) within the boundaries of property owned or leased by the person owning, harboring or keeping the animal; or cd) controlled by a chain or leash of a maximum of six teen feet (16') in length ~~or a commercially-manufactured retractable leash.~~

VACCINATION AGAINST RABIES: The inoculation of a dog, cat, or ferret with a rabies vaccine by a veterinarian duly licensed to practice veterinary medicine.

VETERINARY HOSPITAL: A place for the treatment, hospitalization, surgery, care and board of animals and birds under the direction of one or more licensed veterinarians. (Ord. 1211, 5-10-2010)

5-4-2: KEEPING OF CERTAIN ANIMALS PERMITTED:

A. Animals Permitted Pursuant To Regulations: The following animals may be kept in the city pursuant to the regulations of this chapter and relevant provisions of the zoning ordinance: domestic animals; farm animals and permitted nondomestic animals; and inherently dangerous animals. (Ord. 1211, 5-10-2010; amd. Ord. 1265, 5-14-2013)

B. Chickens On Urban Residential Lots:

1. License Required: No person shall keep chickens on any property zoned R-1A, R-1B, R-1C or R-2, within the city without first obtaining a license from the city.
2. Application: An application for a license to keep chickens shall be made to the city clerk on the form prescribed by the city. The applicant must provide all the information required on the form, including, but not limited to:
 - a. The name and address of the owner(s) where the chickens will be kept;
 - b. The number of chickens to be kept on the property;
 - c. Site plan or property survey showing the proposed location of the chicken coop and/or run on the subject property;
 - d. Drawing or picture of the proposed chicken coop;
 - e. The applicant must pay the fee for the license to keep chickens as set forth in the city fee schedule.
3. Notice To Surrounding Property Owners: Once the city clerk receives a complete application from an applicant, the city clerk shall provide written notice of and include a copy of said application to those owners of properties contiguous to and directly abutting the proposed location. Owners shall be determined as those shown as owners on the tax statement prepared by the county treasurer.
4. Granting Issuance Of License: The city clerk may administratively grant an initial or renewal license under this subsection provided all of the following have been met:
 - a. All submittal information is submitted and complete.
 - b. Appropriate fee is paid.
 - c. The application filed demonstrates compliance with the requirements of this subsection and any other applicable regulations of this code.
 - d. No persons mailed a notice object in writing to the request within ten (10) days of notice being mailed; an objection sent electronically shall be deemed an objection in writing.
5. Denying Issuance Of License: The city clerk shall deny issuance of a license if any of the items in subsection B4 of this section have not been met. In the instance where an objection has been

received by an abutting property owner, the item shall be placed on the next available city council agenda for council review and determination of whether the license shall be issued.

6. Standards: Any person keeping chickens in residential areas of the city as noted in subsection B1 of this section, shall comply with all of the following:

- a. No person shall keep more than six (6) total hen chickens on the property.
- b. No person shall keep roosters or adult male chickens on the property.
- c. Cockfighting is specifically prohibited within the city.
- d. The slaughter of chickens is prohibited on residentially used or zoned properties.
- e. The owner of the chickens shall live in the dwelling on the property.
- f. The raising of chickens for breeding purposes is prohibited.
- g. Chickens shall not be kept inside a dwelling.

7. Shelter And Enclosure Requirements: Every person who owns, controls, keeps, maintains or harbors hen chickens must keep them confined on the premises at all times in a chicken coop or chicken run. Chicken coops and runs shall comply with the following standards:

- a. Only one chicken coop and/or run shall be allowed per lot.
- b. Chicken coops and runs shall not be located in the front or side yards and shall not be placed within any drainage and utility easement.
- c. Any chicken coop or chicken run shall be set back at least twenty-five feet (25') from any principal structure on any adjacent lot and ten feet (10') from all property lines.
- d. Any chicken coop and run fencing must be consistent with applicable zoning codes.
- e. No chicken coop or run shall be constructed on a lot prior to the time of occupancy of the principal structure.
- f. Chickens shall be provided a secure and well-ventilated roofed structure in compliance with applicable zoning codes.
- g. The floors and walls of the roofed structure shall be kept clean, sanitary and in a healthy condition.
- h. Chickens shall be contained within a chicken run at all times.
- i. The run area shall be well drained so there is no accumulation of moisture.
- j. Chicken feed shall be stored in leakproof containers with a tightfitting cover to prevent attracting vermin.

8. License Modification: The license may be reasonably modified by animal control authority if necessary to respond to changed circumstances. Any modification shall be effective ten (10) days after the mailing of written notice by certified mail to the license holder. The license holder may challenge the modification by contacting the city clerk and requesting a hearing within ten (10) days after the receipt of written notice. A hearing regarding the proposed modification shall be held before the city council.

9. Duration Of License: A license to keep chickens shall be issued for a period of two (2) years beginning March 1 and ending February 28. Applications for a renewal permit may not be made prior to sixty (60) days before March 1.

10. Conditions/Maintenance And Inspections: No person who owns, controls, keeps, maintains or harbors chickens shall permit the premises where the chickens are kept to be or remain in an unhealthy, unsanitary or noxious condition ~~or the premises should be maintained to prevent odors from permeating into neighboring properties. to permit the premises to be in such condition that noxious odors to be carried to adjacent public or private property.~~ Any chicken coop and run authorized under this section may be inspected at any reasonable time by authorized city staff to inspect for compliance with this chapter and other relevant laws and regulations.

11. Revocation Of License: A license may be revoked by the city council for a violation of any condition of this section following notice and a hearing as provided for in [title 3, chapter 2](#) of this code.

12. Penalty: Violation of this section shall be a petty misdemeanor. (Ord. 1265, 5-14-2013)

5-4-3: **DOG LICENSES/VACINATIONS:**

No person residing in the city shall keep a dog over six (6) months of age within the city for more than ten (10) consecutive days unless the person has had the dog properly vaccinated by a licensed Veterinarian and can show proof of such vaccination upon request. If a dog is found to be unvaccinated the owner of the dog is guilty of a misdemeanor, a current city issued dog license for the dog. Individual dog licenses need not be secured for dogs kept in "commercial kennel" or "commercial daycare kennel" as defined herein.

UNVACINATED DOGS/IMPOUNDED DOG DETERMINED TO BE UNVACINATED:
Unvaccinated dogs subject to impoundment by an animal control official may not be released from the city's contract impound facility without a valid vaccination record. If a dog is found to be unvaccinated the owner of the dog is guilty of a misdemeanor. The dog owner shall properly vaccinate the dog by a licensed Veterinarian prior to the dog being returned to the owner.

A. License Fee And Application:

1. Application: An application for a dog license shall be made to the city clerk on the form prescribed by the city. The applicant must provide all the information required on the form, including, but not limited to:

- a. The name, age, breed, sex, color, and marking of the dog;
- b. A certificate showing that the dog has been vaccinated against rabies by a licensed veterinarian;
- c. A sworn statement that the person is not restricted from owning a dog pursuant to Minnesota statutes section 347.542 or a sworn statement that the animal control authority has rescinded the restriction entirely or with limitations and that the person's application to own a dog is in conformity therewith;
- d. The address or legal description of the real property where the dog will be kept; and
- e. If the application is for a license for a potentially dangerous dog or dangerous dog, proof that the specific requirements of section 5-4-6 of this chapter have been met.

2. Fees: The fee for a dog license is set forth in the city fee schedule. Fees for a dog license for new residents or a newly acquired dog shall be prorated for the remainder of the term of the license. A penalty fee, as set forth in the city fee schedule, shall be assessed against the owner of a dog who fails to obtain a license within a timely manner pursuant to the requirements of this section.

B. Duration Of License: A dog license shall be for a period of two (2) years or the unexpired portion of the two (2) years beginning on May 1 and ending on April 30. Commencing May 1, 2011, dog licenses shall be issued in odd numbered years. For those dogs licensed after May 1, 2010, and whose owners are not subject to a penalty for failure to license their dogs, the license fee shall be prorated for the remainder of 2010 through April 30, 2011. Applications for a renewal license may not be made until sixty (60) days before May 1.

C. License Tags: Upon compliance with the license application requirements listed above, the city clerk shall issue to the owner of the dog a metallic dog tag stamped with a number and the license period for which it is issued. The shape and design of such tag shall be changed every two (2) years. The owner of a dog is required to keep the dog's current and valid registration tag securely fastened to its choke chain, collar, or harness at all times in a manner so that it can easily be seen. A dog license tag may not be transferred from one dog to another. In the event that the metallic license tag issued for a dog is lost, the owner may obtain a duplicate tag from the city clerk upon the payment of the fee set forth in the city fee schedule.

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D. Identification Tags: In addition to the metallic dog tag described in subsection C of this section, the owner must also attach a metallic tag bearing the name and home telephone number of the owner to the dog's collar which shall be worn at all times when the dog is not on the property of its owner.

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E. New Residents: Upon proof of current vaccination against rabies, a dog owner who has a valid and current dog license from another city may obtain a city dog license by surrendering the other license, submitting a complete city application form, and paying the transfer fee set forth in the city fee schedule.

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F. Change In Ownership Of Dog: If there is a change in ownership of a dog during a license year, the new owner may have the current license changed to his or her name upon the payment of a transfer fee set forth in the city fee schedule. The previous owner must notify the city within thirty (30) days of the change in ownership and provide the city with the name and address of the new owner.

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G. Exemptions: Veterinarian hospitals and dogs belonging to the city's police department are exempt from dog licensure. (Ord. 1211, 5-10-2010)

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5-4-4: GENERAL REGULATIONS OF DOMESTIC ANIMALS:

A. Rabies Vaccination Required: Every owner or keeper of a **dog**, cat, or ferret kept as a pet over three (3) months of age within the city must have the **dog**, cat, or ferret vaccinated by a licensed veterinarian with an **antirabiesant rabies** vaccine that is currently effective.

A vaccination certificate is valid only for the **dog**, cat, or ferret and owner to which it was issued. A person must not use a rabies vaccination certificate for a different **dog**, cat, or ferret than the one for which it was issued.

A vaccinated **dog**, cat, or ferret shall be revaccinated at intervals not to exceed the effective duration of the vaccination as listed in the compendium of animal rabies control prepared by the National Association Of State Public Health Veterinarians.

B. Restraint Of **Dogs**: Subject to the exceptions stated in section 5-4-12 of this chapter, every owner shall keep his or her **dog** on a leash not greater than sixteen feet (16') in length and under restraint at all times with the exception of the owners property. Owners should take all reasonable steps to secure animals on their property, including but not limited to a fenced enclosure, an electronic perimeter fence for which the dog has been trained, or a chain or lead. The exception is one of the city's designated off-leash dog areas which are as follows:

1. Inside the fenced area of the Heritage Village Park off-leash dog park

C. Removal Of Animal Feces: Any person having custody or control over any **dog** or cat on any property within the city, other than the property of the **dog** or cat's owner, must have in his or her immediate possession a device for picking up and disposing of **dog** or cat feces, and must pick up and dispose of any and all feces in a sanitary manner. This subsection does not apply to the following:

1. Disabled persons using guide or service **dogs**;

~~2. City agents or employees using **dogs** in connection with police activities; or~~

~~3. Persons using tracking **dogs** with the city's prior permission.~~

A violation of this subsection is a petty misdemeanor.

D. Female **Dogs** In Season: Every female **dog** in season shall be confined within a building or secure enclosure in such a manner that it cannot come into contact with another **dog** except for intentional breeding conducted within a building. The female **dog** in season may be taken from the secure area on a secure leash not greater than sixteen feet (16') controlled by a person of sufficient age or into a confined outdoor enclosure on the owner's property in order for the **dog** to urinate and/or defecate. Female dogs in heat are not authorized to utilize any of the city's designated off leash dog areas.

E. General Duty Of Owners: Every owner or keeper of a dog must exercise reasonable care and take all necessary steps and precautions to protect other people, property, and animals from injuries or damage which might result from the dog's behavior. When approaching another person, the dog must be brought beside the person having custody and close control maintained.

F. Stopping An Attack: Animal control authority who witness an attack by an animal upon a person or another animal may take whatever action the animal control authority deem to be appropriate to end the attack and prevent further injury to the victim(s). (Ord. 1211, 5-10-2010)

5-4-5: SEIZURE AND IMPOUNDMENT OF ANIMALS:

- A. Impounding Facility: The city council may maintain a municipal impound facility or may designate as the municipal impound facility a suitable kennel or veterinary hospital either within or outside the city limits of the city. The keeper of the impound facility shall provide an account of any and all impound fees received on behalf of the city, account for and pay over monthly to the city all monies it receives as fees payable to the city.
- B. Impound Facility Reporting: The keeper of the impound facility shall provide a monthly written report providing the following information: the animals impounded; the duration of the impoundment; and the method of disposal of each animal. The impound facility is authorized to turn unclaimed animals in impound over to recognized animal rescue or adoption programs.
- C. Seizure And Impoundment Of Animals: Subject to the exceptions stated in section 5-4-12 of this chapter, the animal control authority may seize and impound any animal running at large in the city or any animal found to be in violation of the provisions of this chapter or Minnesota statutes sections 347.50 through 347.565. Upon the impoundment of an animal, the animal control authority must promptly notify the owner of the impoundment in person, by phone or by mail. If the owner is unknown, the city must post a written notice within ~~twenty-four~~twenty-four (24) hours of impoundment of the animal at city hall and the Inver Grove Heights police department describing the animal and stating where the animal is impounded. Said notice shall remain posted at city hall and the Inver Grove Heights police department for at least seven (7) days.
- An impounded animal displaying a need for medical care may be taken to a veterinarian for emergency treatment. The owner of the animal is responsible for payment of expenses incurred as a result of the veterinarian's treatment. Based on the severity of illness or injury to impounded animal, the chief of police may authorize humane destruction.
- D. Impoundment After Biting Human: Every doctor or other person who treats a person for an animal bite shall report to the Inver Grove Heights police department the name and address of any person treated for an animal bite inflicted within the city. The owner or keeper of any dog or other animal that bites any person where the bite breaks the person's skin or the bite requires treatment by a doctor, and the person bitten or his or her parent or guardian must report the incident to the Inver Grove Heights police department within ~~twenty-four~~twenty-four (24) hours of the bite. The dog or other animal shall immediately be confined for a period of not less than ten (10) days in a veterinary hospital or on the owner's premises, as directed by the animal control authority. Subject to the exceptions stated in section 5-4-12 of this chapter, the animal control authority may refuse to permit confinement on the owner's premises if the animal has previously been found repeatedly running at large or if the animal does not have a currently effective rabies vaccination. If confinement on the owner's premises is permitted, the animal may not be allowed off the premises or in contact with other people or animals during the confinement period, except for medical purposes. If the owner fails to comply with these restrictions, the animal control authority may enter onto the property, seize the animal, and remove it to a veterinary hospital. The owner is responsible for all costs of confinement incurred under this subsection. If, after

completion of the ten (10) day impound period, the animal does not have rabies, it may be released to its owner unless release is otherwise prohibited by another section of this chapter. As a condition of releasing a confined animal, the animal control authority may require that the animal's owner take the animal for an examination by a veterinarian. The impound fee shall be borne by the owner of the animal.

E. Impoundment And Destruction Of Rabid Animals:

1. A **dog** or animal displaying symptoms of being rabid may be seized at any place or time and confined in the city impounding facility at the owner's expense, until found to be free from rabies.
2. If a **dog** or other animal appears to be diseased, vicious, dangerous, rabid or has been exposed to rabies, and the **dog** or other animal cannot be impounded without serious risk of personal injury, the **dog** or other animal may be destroyed, if reasonably necessary for the safety of a person or persons.

F. Redeeming Impounded Animals: The animal impound facility may not release an animal until it has received authorization to do so from animal control authority and upon fulfillment of the following conditions:

1. **Dogs**, cats and ferrets are properly inoculated for rabies;
2. Payment by the owner to the impounding facility of the costs of keeping the animal in the pound;
3. Payment of an impounding fee to the city in the amount listed in the city fee schedule;
4. Providing proof of ownership of the animal; and
5. In the case of a **dog** that resides in the city, proof of a valid license for the **dog**.

An animal impounded pursuant to Minnesota statutes chapter 343 may be redeemed pursuant to the provisions of Minnesota statutes section 343.235.

A potentially dangerous **dog** or dangerous **dog** impounded pursuant to any provision in Minnesota statutes sections 347.50 through 347.565 may be redeemed pursuant to Minnesota statutes sections 347.50 through 347.565 and upon fulfillment of the requirements of section 5-4-6 of this chapter.

G. Disposition Of Dangerous or Potentially Dangerous by Impounded Animals At The Owner's Request: If the owner of an dog deemed dangerous or potential dangerous elects to dispose of the animal, the owner shall provide the animal control authority with proof of disposition. impounded animal chooses to have the animal disposed of, the owner shall make such a request in writing to animal control authority. Such a request must be accompanied by proof of ownership of the animal, as well as payment of the costs of the disposition.

H. Disposition Of Unclaimed Animals: If an impounded animal is not reclaimed within seven (7) regular business days after the required notice is given to the owner or posted pursuant to this chapter, the animal shall be deemed to have been abandoned, and the impounding facility may sell or give the animal to any adult person or shelter program, except research institutions. If an abandoned animal is not sold, it may be destroyed in a humane manner. A "regular business day" for purposes of this section means a day during which the impounding facility having custody of the animal is open to the public at least four (4) consecutive hours between eight o'clock (8:00) A.M. and seven o'clock (7:00) P.M.

I. Costs Of Impoundment: The owner of the animal is responsible for the costs of the impoundment and housing of an impounded animal. (Ord. 1211, 5-10-2010)

5-4-6: DANGEROUS AND POTENTIALLY DANGEROUS DOGS:

A. DUTIES OF OWNER OF POTENTIALLY DANGEROUS AND DANGEROUS DOG

A person who owns or keeps a dangerous dog must comply with the requirements of Minnesota statutes sections 347.50 through 347.565 as may be amended from time to time, and which are adopted and incorporated herein by reference.

B. DESIGNATION OF DOG AS DANGEROUS OR POTENTIALLY DANGEROUS

The animal control authority may determine that a dog is a potentially dangerous dog or a dangerous dog.

C. APPEAL OF DESIGNATION

Upon determination by the animal control authority that a dog is a potentially dangerous dog or dangerous dog, the city shall provide notice of this determination and information regarding the right to a hearing concerning the potentially dangerous dog or dangerous dog declaration to the owner of the dog pursuant to Minnesota statutes section 347.541, subdivision 3. The notice must include all the information required by Minnesota statutes section 347.541 subdivision 3.

The notice declaring the dog potentially dangerous or dangerous shall be delivered or mailed to the owner of the dog or served by posting a copy of it at the place where the dog is kept, or by delivering it to a person residing on the property, and telephoning, if possible.

EXEMPTIONS:

EXCLUSIONS IN DETERMINING DANGEROUS AND POTENTIALLY DANGEROUS DOGS

Dogs not to be deemed dangerous: In accordance with MN Statutes Section 347.51, Subd.5., A dog shall not be deemed to be a potentially dangerous dog or a dangerous dog if the threat, injury, or damage was sustained by a person: 1) who was committing, at the time, a willful trespass or other tort upon the premises occupied by the owner of the dog; 2) who was provoking, tormenting, abusing, or assaulting the dog or who can be shown to have repeatedly, in the past, provoked, tormented, abused, or assaulted the dog; or 3) who was committing or attempting to commit a crime.

D. POTENTIALLY DANGEROUS DOG; REQUIREMENTS

Registration: No person may keep a potentially dangerous dog within the city unless the dog is currently registered as provided in this section. Registration must be completed within fourteen (14) days from the owner's receipt of notice of declaration of potentially dangerous dog unless a timely appeal has been filed. The animal control authority shall issue a certificate of registration to the owner of a potentially dangerous dog if the owner presents sufficient evidence of the following.

Fees: An annual registration fee that shall be included in the City's fee schedule, in addition to the City's licensing fee.

Leash and Muzzle: No person shall permit a potentially dangerous dog to go outside its owner's property unless secured by a leash no longer than six feet (6') in length, with a responsible person in physical control of the leash.

Confinement: While on its owner's property, potentially dangerous dogs must be confined to the yard by kennel, fence, or leash. Electronic perimeter fences shall not be allowed for the confinement of potentially dangerous dogs.

Signs: An owner of a potentially dangerous dogs within the city may be required to display a sign easily readable by the public using the words "Beware of Potentially Dangerous Dog" including a warning symbol to inform children. The determination for whether or not potentially dangerous dog signage is required will be based on the severity and circumstances of the attack prompting the designation. In addition, a similar sign is required to be posted on the kennel of such animal.

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Microchip: Proof of implantation of the microchip identification in compliance with state law.

Dog Park: Dogs deemed potentially dangerous by this or any other political subdivision are prohibited from obtaining an animal pass for the city's dog park.

Inspection: An annual inspection for compliance of the owner's property will be performed by the Police Department

It shall be unlawful for the owner of a potentially dangerous dog to fail to comply with the requirements set forth in this section. Any dog found to be the subject of a violation of this section shall be subject to immediate seizure and impoundment in accordance with this chapter.

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E. DANGEROUS DOG; REQUIREMENTS

Registration: No person may keep a dangerous dog within the city unless the dog is currently registered as provided in this section. Registration must be completed within fourteen (14) days from the owner's receipt of ~~notice of declaration of potentially dangerous dog or~~ notice of declaration of dangerous dog unless a timely appeal has been filed. The animal control authority shall issue a certificate of registration to the owner of a dangerous dog if the owner presents sufficient evidence of the following, which are required by Minnesota statutes sections 347.50 through 347.565:

Fees: An annual registration fee that shall be included in the city's fee schedule, in addition to the city's licensing fee.

Leash and Muzzle: No person shall permit a dangerous dog to go outside its owner's property unless secured by a leash no longer than six feet (6') in length, with a responsible person in physical control of the leash. The dog must also be muzzled to prevent biting.

Confinement: While on its owner's property, dangerous dogs must be confined to the yard by kennel, fence, or leash. Electronic perimeter fences shall not be allowed for the confinement of dangerous dogs.

Signs: All owners of dangerous dogs within the city must display a sign easily readable by the public using the words "Beware of Dangerous Dog." ~~In addition, a similar sign is required to be posted on the kennel of such animal, including a -warning symbol to inform children that there is a dangerous dog on the property must also be displayed.~~ The uniform symbol must be the uniform symbol provided by the commissioner of public safety. The animal control authority will provide the warning symbol for a fee as set forth in the city fee schedule. ~~In addition, a similar sign is required to be posted on the kennel of such animal.~~

Microchip: Proof of implantation of the microchip identification in compliance with state law.

Notification of property owner: A person who owns a dangerous dog and who rents property from another where the dog will reside must disclose to the property owner prior to entering the lease agreement and at the time of any lease renewal that the person owns a dangerous dog that will reside at the property.

Dog Park: Dogs deemed dangerous by this or any other political subdivision are prohibited from obtaining an animal pass for the city's dog park.

Tag: A dangerous dog must have a standardized, easily identifiable tag identifying the dog as a dangerous dog and containing the uniform dangerous dog symbol that shall be affixed to the dog's collar at all times.

Sterilization: The owner of a dangerous dog must, at the owner's sole expense, sterilize the dog within thirty (30) days of the dog's designation as a ~~potentially dangerous dog~~ or dangerous dog. If the owner does not sterilize the dog, the animal control authority shall seize the dog and have it sterilized at the owner's expense.

Surety Bond Or Insurance Policy: The owner of a dangerous dog must provide a surety bond in a form acceptable to the animal control authority, issued by a surety company authorized to conduct business in Minnesota in the amount of at least three hundred thousand dollars (\$300,000.00), payable to any person injured by the dangerous dog or a policy of liability insurance company authorized to do business in Minnesota in the amount of at least three hundred thousand dollars (\$300,000.00), insuring the owner for any personal injuries inflicted by the dangerous dog.

F. HEARING

Right to Hearing: The owner of any dog declared a potentially dangerous dog or dangerous dog has the right to a hearing by an impartial hearing officer who may be either an impartial employee of the city or an impartial person retained by the city to conduct the hearing.

The owner of the dog appealing must submit a non-refundable hearing fee as set forth in the city fee schedule at the time of the appeal.

Appeal of potentially dangerous dog or dangerous dog designation: The owner of a dog designated by the animal control authority as a potentially dangerous dog or dangerous dog must file an appeal of that designation with the office of the animal control authority within fourteen (14) days of receipt of the notice of declaration of potentially dangerous dog or dangerous dog.

Hearing Scheduling and Conduct: If the owner properly files an appeal of the potentially dangerous dog or dangerous dog designation, the city must hold a hearing within fourteen (14) days after the owner's request.

At the hearing, the owner of the dog shall have an opportunity to present evidence and testimony to support the appeal of the potentially dangerous or dangerous dog declaration. The hearing officer may receive evidence from the animal control authority regarding the initial potentially dangerous or dangerous dog declaration.

G. DECISION

Upon receiving the evidence and testimony, the hearing officer shall uphold or rescind the potentially dangerous or dangerous dog declaration. The hearing officer shall issue a decision on the matter within ten (10) days after the hearing. The decision must be delivered to the owner by hand delivery or registered mail as soon as practical and a copy must be provided to the animal control authority.

The hearing officer may elevate the designation from potentially dangerous to dangerous based on evidence presented at the hearing.

H. DANGEROUS DOG AND POTENTIALLY DANGEROUS DESIGNATION REVIEW

Review of a potentially dangerous dog or dangerous dog designation may be requested annually beginning six (6) months after the dog is declared to be a potentially dangerous or one (1) year after the dog is declared to be a dangerous dog. The owner must present evidence to the animal control authority or designee that the dog's behavior has changed due to the dog's age, neutering, environment, completion of obedience training that includes modification of aggressive behavior, or other factors. If the animal control authority finds sufficient evidence that the dog's behavior has changed, the authority may rescind the potentially dangerous dog or dangerous dog designation.

I. NOTIFICATION OF CHANGES

The owner of a dog designated as a dangerous dog shall notify the animal control authority in writing if the dog has died, is relocated from its current address, or is being given or sold to another person. The notification must be given in writing within thirty (30) days after the change in ownership or location or the dog's death. If requested by the animal control authority, the owner must execute an affidavit under oath setting forth the circumstances of the dog's death and disposition of the dog, or the complete name, address, and telephone number of the person to whom the dog has been transferred, whichever the case may be.

J. CONFISCATION AND RECLAMATION OF POTENTIALLY DANGEROUS AND DANGEROUS DOGS

The Police Department may summarily seize and impound a potentially dangerous dog or dangerous dog under the following circumstances:

1. The owner fails to validly register the dog under this section within fourteen (14) days of its designation as a potentially dangerous dog or dangerous dog.
2. The owner fails to secure the required liability insurance or surety bond under this section within fourteen (14) days of its designation as a potentially dangerous dog or dangerous dog.
3. The owner fails to keep the dog properly confined.
4. The dog is not properly confined or controlled in accordance with the requirements herein, and under physical restraint of a responsible person as required by this section.
5. The owner fails to sterilize the dog within thirty (30) days of its designation as a potentially dangerous dog or dangerous dog.
6. The owner is convicted of a misdemeanor for violating the provisions of this section and the person is charged with a subsequent violation relating to the same dog. If the owner is convicted of the offense for which the dog was seized, the criminal court may order destruction of the dog and the owner must pay for the costs of confining and destroying the dog.
7. The owner may reclaim a potentially dangerous dog or dangerous dog by presenting proof of compliance with state law and this section to the animal control authority and payment of all costs associated with the confiscation and confinement of the dog, including the impoundment fee set forth in the city fee schedule and impoundment costs. If the owner does not reclaim the potentially dangerous or dangerous dog within seven (7) days, the animal control authority may dispose of the dog and the owner is liable to the animal control authority for the costs incurred in confining and disposing of the dog.

K. DESTRUCTION OF THE DOG IN CERTAIN CIRCUMSTANCES

The animal control authority or its designee may destroy a dog in a proper and humane manner if the dog:

1. Inflicted substantial or great bodily harm on a human on public or private property without provocation;
2. Inflicted multiple bites on a human on public or private property without provocation;
3. Bit multiple human victims on public or private property in the same attack without provocation; or
4. Bit a human on public or private property without provocation in an attack where more than one dog participated in the attack.

The animal control authority must provide the owner of the dog an opportunity for a hearing before an impartial decision maker. The exemptions set forth in section 5-4-12 of this chapter apply to this provision. (Ord. 1211, 5-10-2010)

A. Duties Of Owner Of Potentially Dangerous And Dangerous Dogs: A person who owns or keeps a dangerous dog must comply with the requirements of Minnesota statutes sections 347.50 through 347.565 as may be amended from time to time, and which are adopted and incorporated herein by reference.

B. Designation Of A Dog As Dangerous Or Potentially Dangerous: The animal control authority may determine that a dog is a potentially dangerous dog or a dangerous dog.

C. Appeal Of Designation: Upon determination by the animal control authority that a dog is a potentially dangerous dog or dangerous dog, the city shall provide notice of this determination and information regarding the right to a hearing concerning the potentially dangerous dog or dangerous dog declaration to the owner of the dog pursuant to Minnesota statutes section 347.541, subdivision 3. The notice must include all of the information required by Minnesota statutes section 347.541, subdivision 3.

The notice declaring the dog potentially dangerous or dangerous shall be delivered or mailed to the owner of the dog, or served by posting a copy of it at the place where the dog is kept, or by delivering it to a person residing on the property, and telephoning, if possible.

1. Hearing:

a. Right To Hearing: The owner of any dog declared a potentially dangerous dog or dangerous dog has the right to a hearing by an impartial hearing officer who may be either an impartial employee of the city or an impartial person retained by the city to conduct the hearing.

b. Appeal Of Potentially Dangerous Dog Or Dangerous Dog Designation: The owner of a dog designated by the animal control authority as a potentially dangerous dog or dangerous dog must file

an appeal of that designation with the city clerk within fourteen (14) days of receipt of the notice of declaration of potentially dangerous ~~dog~~ or dangerous ~~dog~~.

e. ~~Hearing Scheduling And Conduct:~~ If the owner properly files an appeal of the potentially dangerous ~~dog~~ or dangerous ~~dog~~ designation, the city must hold a hearing within fourteen (14) days after the owner's request, to determine the validity of the potentially dangerous ~~dog~~ or dangerous ~~dog~~ declaration, is made to the city.

At the hearing, the owner of the ~~dog~~ shall have an opportunity to present evidence and testimony to support the appeal of the potentially dangerous or dangerous ~~dog~~ declaration. The hearing may receive evidence from the animal control authority regarding the initial potentially dangerous or dangerous ~~dog~~ declaration.

d. ~~Decision:~~ Upon receiving the evidence and testimony, the hearing officer shall uphold or rescind the potentially dangerous or dangerous ~~dog~~ declaration. In the event that the hearing officer upholds the potentially dangerous or dangerous ~~dog~~ declaration, the owner shall be responsible for paying actual expenses of the hearing up to a maximum of one thousand dollars (\$1,000.00). The hearing officer shall issue a decision on the matter within ten (10) days after the hearing. The decision must be delivered to the owner by hand delivery or registered mail as soon as practical and a copy must be provided to the animal control authority.

D. ~~Registration Of Potentially Dangerous Dogs And Dangerous Dogs:~~ No person may keep a potentially dangerous ~~dog~~ or dangerous ~~dog~~ within the city unless the ~~dog~~ is currently registered as provided in this section. Registration must be completed within fourteen (14) days from the owner's receipt of notice of declaration of potentially dangerous ~~dog~~ or notice of declaration of dangerous ~~dog~~ unless a timely appeal has been filed. The animal control authority shall issue a certificate of registration to the owner of a dangerous ~~dog~~ if the owner presents sufficient evidence of the following, which are required by Minnesota statutes sections 347.50 through 347.565:

1. ~~Fee:~~ Payment has been made for the annual potentially dangerous ~~dog~~ or dangerous ~~dog~~ registration fee set forth in the city fee schedule. This payment is in addition to any ~~dog~~ license fee.
2. ~~Proper Enclosure:~~ The owner of a potentially dangerous ~~dog~~ or dangerous ~~dog~~ must keep the ~~dog~~ in a proper enclosure that has been inspected and approved by the city.
3. ~~Tag:~~ A potentially dangerous ~~dog~~ or dangerous ~~dog~~ must have a standardized, easily identifiable tag identifying the ~~dog~~ as a potentially dangerous ~~dog~~ or dangerous ~~dog~~ that shall be affixed to the ~~dog~~'s collar at all times.
4. ~~Surety Bond Or Insurance Policy:~~ The owner of a potentially dangerous ~~dog~~ or dangerous ~~dog~~ must provide a surety bond in a form acceptable to the animal control authority, issued by a surety company authorized to conduct business in Minnesota in the amount of at least three hundred thousand dollars (\$300,000.00), payable to any person injured by the dangerous ~~dog~~ or a policy of liability insurance company authorized to do business in Minnesota in the amount of at least three hundred thousand dollars (\$300,000.00), insuring the owner for any personal injuries inflicted by the potentially dangerous ~~dog~~ or dangerous ~~dog~~.
5. ~~Microchip:~~ Proof of implantation of the microchip identification in compliance with state law.

6. Posting Of Warning Symbol: The owner of a potentially dangerous dog or dangerous dog must post a warning symbol or multiple warning symbols, to be determined by the animal control authority, provided to the owner by the animal control authority at the owner's cost, on the owner's property.

E. Potentially Dangerous And Dangerous Dog Designation Review: Review of a potentially dangerous dog or dangerous dog designation may be requested annually beginning six (6) months after the dog is declared to be a potentially dangerous dog or dangerous dog. The owner must present evidence to the animal control authority that the dog's behavior has changed due to the dog's age, neutering, environment, completion of obedience training that includes modification of aggressive behavior, or other factors. If the animal control authority finds sufficient evidence that the dog's behavior has changed, the authority may rescind the potentially dangerous dog or dangerous dog designation.

F. Notification Of Changes: The owner of a dog designated as a potentially dangerous dog or dangerous dog shall notify the police chief in writing if the dog has died, is relocated from its current address, or is being given or sold to another person. The notification must be given in writing within thirty (30) days after the change in ownership or location or the dog's death. If requested by the animal control authority, the owner must execute an affidavit under oath setting forth the circumstances of the dog's death and disposition of the dog, or the complete name, address, and telephone number of the person to whom the dog has been transferred, whichever the case may be.

G. Sterilization Of Potentially Dangerous Dogs And Dangerous Dogs: The owner of a potentially dangerous dog or dangerous dog must, at the owner's sole expense, sterilize the dog within thirty (30) days of the dog's designation as a potentially dangerous dog or dangerous dog. If the owner does not sterilize the dog, the animal control authority shall seize the dog and have it sterilized at the owner's expense.

H. Confinement Of Potentially Dangerous And Dangerous Dogs: The owner of any potentially dangerous dog or dangerous dog must confine the dog, while on the owner's property, in a proper enclosure. If the dog is outside the proper enclosure, the owner must muzzle and restrain the dog by a substantial chain or leash and be under the physical restraint of a responsible person.

I. Confiscation And Reclamation Of Potentially Dangerous And Dangerous Dogs: The animal control authority may summarily seize and impound a potentially dangerous dog or dangerous dog under the following circumstances:

1. The owner fails to validly register the dog under this section within fourteen (14) days of its designation as a potentially dangerous dog or dangerous dog.

2. The owner fails to secure the required liability insurance or surety bond under this section within fourteen (14) days of its designation as a potentially dangerous ~~dog~~ or dangerous ~~dog~~.

3. The owner fails to keep the ~~dog~~ in a proper enclosure.

4. The ~~dog~~ is outside the proper enclosure and not muzzled and under the physical restraint of a responsible person as required by this section.

5. The owner fails to sterilize the ~~dog~~ within thirty (30) days of its designation as a potentially dangerous ~~dog~~ or dangerous ~~dog~~.

6. The owner is convicted of a misdemeanor for violating the provisions of this section and the person is charged with a subsequent violation relating to the same ~~dog~~. If the owner is convicted of the offense for which the ~~dog~~ was seized, the criminal court may order destruction of the ~~dog~~ and the owner must pay for the costs of confining and destroying the ~~dog~~.

The owner may reclaim a potentially dangerous ~~dog~~ or dangerous ~~dog~~ by presenting proof of compliance with state law and this section to the animal control authority and payment of all costs associated with the confiscation and confinement of the ~~dog~~, including the impoundment fee set forth in the city fee schedule and impoundment costs. If the owner does not reclaim the potentially dangerous or dangerous ~~dog~~ within seven (7) days, the animal control authority may dispose of the ~~dog~~ and the owner is liable to the animal control authority for the costs incurred in confining and disposing of the ~~dog~~.

J. ~~Dogs Not To Be Deemed Dangerous~~: A ~~dog~~ shall not be deemed to be a potentially dangerous ~~dog~~ or a dangerous ~~dog~~ if the threat, injury, or damage was sustained by a person: 1) who was committing, at the time, a willful trespass or other tort upon the premises occupied by the owner of the ~~dog~~; 2) who was provoking, tormenting, abusing, or assaulting the ~~dog~~ or who can be shown to have repeatedly, in the past, provoked, tormented, abused, or assaulted the ~~dog~~; or 3) who was committing or attempting to commit a crime.

K. ~~Destruction Of Dog In Certain Circumstances~~: The animal control authority or its designee may destroy a ~~dog~~ in a proper and humane manner if the ~~dog~~:

1. Inflicted substantial or great bodily harm on a human on public or private property without provocation;

2. Inflicted multiple bites on a human on public or private property without provocation;

3. Bit multiple human victims on public or private property in the same attack without provocation; or

4. Bit a human on public or private property without provocation in an attack where more than one ~~dog~~ participated in the attack.

The animal control authority must provide the owner of the ~~dog~~ an opportunity for a hearing before an impartial decision maker. The exemptions set forth in section 5-4-12 of this chapter apply to this provision. (Ord. 1211, 5-10-2010)

5-4-7: CARE OF ANIMALS:

The care, health, keeping, shelter, and maintenance of all animals shall conform with the statutory provisions of Minnesota statutes chapters 343 and 346, which are hereby incorporated by reference and adopted as part of this chapter. (Ord. 1211, 5-10-2010)

5-4-8: PROHIBITIONS:

A person must not own or keep any animal that creates or constitutes a public nuisance. A public nuisance is defined as:

- A. Owning or keeping animals that by virtue of the size, number, species, facilities for, and location is offensive because of, but not limited to, odor and noise or is dangerous to the public health, safety, or welfare;
- B. Owning or keeping an animal in the city that unreasonably causes annoyance or disturbance to another person by habitually howling, yelping, barking, or crying. "Habitual howling, yelping, barking or crying" is defined as howling, yelping, barking, or crying for repeated intervals of at least three (3) minutes with less than one minute of interruption that can be heard at a location other than the animal keeper's property. Any such animal is hereby declared to be a public nuisance. No citation for public nuisance arising out of the above described behavior may be issued unless the animal control authority has personally observed such behavior and determined that a violation of this provision has occurred;
- C. An animal that has been the subject of a violation of this chapter more than three (3) times in a ~~twenty-four~~twenty-four (24) month period; or
- D. Subject to the exceptions stated in section [5-4-12](#) of this chapter, an animal running at large within the city limits. (Ord. 1211, 5-10-2010)

5-4-9: COMMERCIAL, COMMERCIAL DAYCARE AND NONCOMMERCIAL

KENNELS:

A. License Required: No person shall operate or maintain a commercial kennel, commercial daycare kennel or noncommercial kennel within the city without first obtaining a commercial kennel, commercial daycare kennel, or noncommercial kennel license from the city.

B. Application For Kennel License: An application for a commercial kennel, commercial daycare kennel, or noncommercial kennel license shall be made to the city clerk on the form prescribed by the city. The applicant must provide all the information required on the form, including, but not limited to:

1. The name and address of the owner(s) of the kennel;
2. The address or legal description of the real property where the kennel will be kept;
3. The number of **dogs** proposed to be kept in the kennel;
4. The location of any residential dwellings within one thousand feet (1,000') of the proposed kennel; and
5. Proof that the proposed kennel complies with the requirements of the city's zoning code.

The applicant must pay the fee for a kennel license as set forth in the city fee schedule.

C. Notice To Surrounding Property Owners: Once the city clerk receives a complete commercial kennel, commercial daycare kennel, or noncommercial kennel license from an applicant, the city clerk shall provide written notice of and include a copy of said application to residential property owners located within one thousand feet (1,000') of the proposed kennel location.

D. Construction And Location Standards For Kennels: The owner and operator of a commercial, commercial daycare or noncommercial kennel shall operate the kennel in a neat and sanitary manner. Additionally, the area within which the **dogs** are to sleep, eat, and exercise shall be enclosed completely by a wire mesh fence at least six feet (6') in height of sufficient gauge to ensure the confinement of the **dogs**. A kennel may not be located within five hundred feet (500') of any residential dwelling other than the owner's dwelling. Kennels must comply with all relevant zoning requirements.

E. Review Of Premises And Issuance Of License: No kennel license may be issued until the applicant's property has been inspected and the inspection reveals that adequate safeguards are present to protect the surrounding neighborhood from nuisances and to ensure compliance with

this chapter. The license may include conditions that animal control authority deem reasonably necessary to protect public health and safety and to protect persons on neighboring property from unsanitary conditions, unreasonable noise and odors, and other unreasonable annoyances. A denial of a kennel license application may be appealed to the city council within ten (10) days of notification of the denial. The city council shall hold a hearing to determine whether the denial should be upheld. If the city council reverses the denial, it may impose conditions upon the granting of any commercial, commercial daycare, or noncommercial kennel license.

F. License Modification: The license may be reasonably modified by animal control authority if necessary to respond to changed circumstances. Any modification shall be effective ten (10) days after the mailing of written notice by certified mail to the license holder. The license holder may challenge the modification by contacting the city clerk and requesting a hearing within ten (10) days after the receipt of written notice. A hearing regarding the proposed modification shall be held before the city council.

G. Operation: Every kennel shall be maintained and operated in a neat and sanitary manner. All refuse, garbage, and animal waste shall be regularly removed so as to keep the surrounding area free from obnoxious odors.

H. Duration Of License: A kennel license shall be issued for a period of two (2) years beginning March 1 and ending February 28. Applications for a renewal permit may not be made prior to sixty (60) days before March 1. A late fee, as set forth in the city fee schedule, will be assessed for any late applications. Commencing March 1, 2011, kennel licenses shall be issued in odd numbered years. For those kennels licensed after March 1, 2010, and whose owners are not subject to a penalty for failure to license their kennels, the license fee shall be prorated for the remainder of 2010 through February 28, 2011. Applications for a renewal license may not be made until sixty (60) days before March 1.

I. Inspections: Animal control authority may go onto the premises of licensed kennels at reasonable times to inspect for compliance with this chapter and other relevant laws and regulations. A violation of this chapter or other regulations not corrected within ten (10) days after notice of the violation is served via certified mail on the owner of the kennel shall be grounds for revocation of the license.

J. Revocation Of License: A license may be revoked by the city council for a violation of any condition of a kennel license or for any violation of this section following notice and a hearing as provided for in title 3, chapter 2 of this code. (Ord. 1211, 5-10-2010)

5-4-10: HORSES IN PUBLIC PARKS AND ROADWAYS:

A. Horses In City Parks: No person shall ride a horse or pony in any city park except as permitted in [title 7, chapter 5](#) of this code. (Ord. 1236, 5-23-2011)

B. Horses On Public Roadways²: Every person riding a horse or pony or driving any horse or pony drawn vehicle upon a public roadway shall be subject to those provisions of this code applicable to the driver of a motor vehicle, except those provisions which by their nature do not apply.

No person may ride or drive a horse or pony after sunset and before sunrise upon or across a public roadway without lighting or reflective clothing sufficient to enable a person to see the rider or driver and horse or pony from a distance of one hundred feet (100') away.

C. Interference Prohibited: No person shall interfere with any horse or pony being ridden in a lawful manner. (Ord. 1211, 5-10-2010)

5-4-11: RIGHT OF ENTRY:

Animal control authority are authorized to enter onto any open yard or kennel in which an animal is kept at reasonable times for the purpose of discharging their duties imposed by this chapter where there is a reasonable belief that a violation of this chapter has been committed.

Animal control authority having reasonable cause to believe that a person has or is violating a provision of this chapter or the conditions, limitations, restrictions or prohibitions of any permit or license the city issues under this chapter, may apply to the appropriate authority as prescribed by law for a warrant empowering the animal control authority to enter the dwelling or residence of the owner or keeper of any animal for the purpose of investigating the same and to demand the owner's or keeper's presentation of the animal to the animal control authority. (Ord. 1211, 5-10-2010)

5-4-12: EXCEPTIONS:

Notwithstanding any contrary provision in this chapter, the provisions and requirements relating to keeping animals under restraint and not having animals at large do not apply to the following animals:

- A. Guide or service **dogs** used by disabled persons;
- B. **Dogs** used by city agents or employees in connection with police activities;
- C. Tracking **dogs** used by persons who have obtained the city's prior written permission;
- D. Falcons; and
- E. Racing pigeons. (Ord. 1211, 5-10-2010)

5-4-13: ENFORCEMENT OF THE PROVISIONS OF THIS CHAPTER:

The provisions of this chapter may be enforced by the animal control authority with the assistance of other personnel when appropriate. (Ord. 1211, 5-10-2010)

5-4-14: PENALTY:

Unless otherwise designated, a violation of any provision of this chapter is a misdemeanor. (Ord. 1211, 5-10-2010)

Footnotes - Click any footnote link to go back to its reference.

[Footnote 1:](#) See also section [10-5-7](#) of this code.

[Footnote 2:](#) See also section [6-1-4](#) of this code.

Chapter 5

PARKS AND RECREATION AREAS

7-5-1: CONDUCT IN PARKS AND RECREATION AREAS:

7-5-2: VEHICLES IN PARKS:

7-5-3: BOATS AND RECREATIONAL VEHICLES ON HORNBEAM LAKE:

7-5-1: CONDUCT IN PARKS AND RECREATION AREAS:

A. Purpose And Applicability: The rules in this chapter are enacted to ensure the quiet, orderly, and responsible use and enjoyment of the city's public park facilities. The rules apply in all city parks and recreation areas, unless expressly exempted.

B. Definitions: For the purpose of this chapter, these terms, wherever used in this chapter, shall mean and be interpreted as follows:

ANIMAL: Any cat, dog, mink, ferret, fowl, reptile, bird, or other similar wild or domestic animal.

CITY ADMINISTRATOR: The Inver Grove Heights city administrator or his or her designee(s).

HE/HIS: Shall include masculine or feminine.

PARK/PARK FACILITY/RECREATION AREA: A park, conservation area, playground, beach, recreation center, trail, or any other area in the city owned, leased, operated or used, wholly or in part, by the city, as a park or for active or passive recreational purposes, or which is designated by the city council as a park.

C. Hours Of Operation:

1. Parks and public trails will be open for public use between six o'clock (6:00) A.M. and ten o'clock (10:00) P.M. No person, except employees in the performance of their duties or law enforcement officers, shall be on such property between the hours of ten o'clock (10:00) P.M. and six o'clock (6:00) A.M. except as otherwise permitted in this chapter or pursuant to a permit granted by the city.
2. Any park or any section of any park may be declared closed to the public by the city administrator at any time and for any interval of time, either temporarily or at regular and stated intervals (daily or otherwise), and either entirely or merely for certain uses, if there exists or it is anticipated that there will exist, conditions which prevent safe and practical use of the area. When closed in accordance herewith, any person shall have the right to appeal such decision to the city council at its next regular meeting.
3. Individuals participating in or observing games at lighted athletic fields must exit the field and park by no later than ten thirty o'clock (10:30) P.M.

D. Prohibited Activities: No person shall do any of the following in a park:

1. Distribute or display, or place on vehicles parked within a park, any circulars, cards, or announcements when the intention of such activity is to promote a commercial enterprise.
2. Leave unattended in any park any goods, wares, merchandise, items, recreational apparatuses such as soccer goals, portable basketball hoops, or other articles which interfere with the free use and enjoyment of the park by the public.
3. Sell, solicit, or carry on any business or commercial enterprise or service unless explicitly authorized to do so by a permit issued by the city; provided that refreshments or other articles may be sold by the city or by persons authorized by the city to do so.
4. Destroy, deface, damage, or remove any land, building, or personal property of the city, including, but not limited to, trees, vegetation, ruins, relics, and geological formations.
5. Post, paste, fasten, paint or affix any placard, bill, notice or sign upon any structure, tree, stone, fence, thing or enclosure, other than on a designated billboard, without the written permission of the city administrator.
6. Plant, cut, burn, damage, disturb, or remove any soil, flower, plant, tree, or other vegetation from a park, with the exception of items grown in a person's individual community garden plot and removed by the lessee of the garden plot or his or her designee.
7. Kill, injure, molest, pursue, trap, capture, or remove any wild animal except when necessary to protect the immediate safety of a person or domestic animal, or destroy or damage its habitat. This prohibition does not apply to a law enforcement officer or other persons authorized by the city administrator who are performing official duties.
8. Launch or remove motorboats or other mechanically propelled boats from or across city park property. This section shall not apply to boats being used in an emergency recovery, for emergency training purposes, or for maintenance of waters abutting city park property.
9. Enter into waters adjacent to any city park from or through park property. This prohibition does not apply to law enforcement officers, emergency personnel, or other persons authorized by the city administrator while performing official duties.
10. Throw, deposit, place, or leave in any park or waters thereon any paper, garbage, rubbish, waste, cans, substance, bottles, grass, snow, or refuse of any kind except in receptacles provided for the collection of waste or with written permission from the city administrator. A person must not discard large items or items unrelated to the use of the park facilities into dumpsters or other garbage containers located in a park.
11. Ride a horse or pony except in areas designated and posted for the riding of such animals. The city administrator shall designate and cause the proper posting of those areas in parks where horses and ponies may be ridden. Horses must be maintained under control at all times, ~~and times~~ and shall not be ridden in a manner that endangers the safety or property of any person.

12. Unlawfully interfere with, obstruct, or tend to obstruct or render dangerous for passage any area without first obtaining permission from the city administrator.
13. Shoot or discharge any weapon, including a pistol or bow and arrow, or fireworks, explosives, model rockets, or similar items in a park, or possess any weapon, fireworks, or explosive within a park unless authorized to do so by the city administrator, as part of a city authorized program, by city ordinances, or by state statutes. This prohibition does not apply to law enforcement officers, emergency personnel, or other persons authorized by the city administrator while performing official duties.
14. Possess or bring into a park any pistol, revolver, rifle, shotgun, BB gun, air gun, spring gun, slingshot, bow or other similar weapons except as part of a city authorized program or as otherwise allowed by state or federal law. This prohibition does not apply to law enforcement officers, emergency personnel, or other persons authorized by the city administrator while performing official duties.
15. Use a golf club to hit, chip, putt, drive, or otherwise propel a golf ball or other object, except in designated golfing areas located at the Inver Wood Golf Course or as a part of a city authorized program.
16. Engage in sexual conduct, including sexual intercourse or masturbation.
17. Possess any glass bottles or other glass objects.
18. Use a park shelter at a time when it has been reserved by another.
19. Use or possess any illegal drugs.
20. Feed wild animals or birds except pursuant to a city authorized program.
21. Erect, use, or allow to be used any inflatable structure, including bounce houses and similar structures, without first obtaining a permit from the city.
22. Fail to obey all posted rules and park regulations.
23. Operate a radio, musical instrument, stereo, or other device used for the conveyance of sound in a manner that causes the sound from such device to be plainly audible from a distance of fifty feet (50'). This provision shall not apply to scheduled musical performances authorized by the city occurring in park facilities.
24. Engage in any violent, loud, or other disorderly conduct creating or tending to create a breach of the peace.
25. Enter a posted restricted area. This prohibition does not apply to law enforcement officers, emergency personnel, or other persons authorized by the city administrator while performing official duties.
26. Release any insect, fish, or other wildlife, or introduce within a park any plant, chemical, or other agent potentially harmful to vegetation, with the exception of chemicals permitted by the community garden policies to be used in community garden plots, which may be used by a lessee in his or her rented garden plot.

E. Fires: No person shall start or maintain any fire in a public park, except recreational fires in fire rings, stoves, or fireplaces provided for such purpose, or in portable metal grills, or leave any fire made or used by him or her unextinguished when he or she leaves the park. Portable grills must be placed on a concrete surface. Ashes or coals from any fire must be thoroughly wet before being disposed of in a trash container.

F. Animals: No person shall bring any animal into any park public trail, or public sidewalk unless it is on a leash no more than six~~teen~~ feet (16") long ~~or a flexi-lead or similar retractable leash~~. All animals are prohibited ~~in the following areas: within a designated high activity area or playground area, on all athletic fields, courts including within all fenced in athletic areas, and park buildings, the Lions Park fishing area, the South Valley picnic area, the North Valley Disc Golf Course, and the fishing pier at Simley Island. Animals may not be brought into any other areas designated as areas where animals are not allowed within a park.~~ No animal may be off leash in any park except in a designated off leash ~~animal~~ area. Persons in control of animals within a park must promptly remove and dispose of the animal's waste. The prohibitions in this subsection shall not apply to service animals or to animals kept by the city, under the city's direction, or otherwise permitted by the city administrator. The designated off-leash areas include:

1. Inside the fenced area of the Heritage Village Park off-leash dog park

G. Trails And Sidewalks: On a recreational trail or a sidewalk, a person must:

1. Provide sufficient room for other trail users traveling in the opposite direction;
2. Use caution when passing another user traveling in the same direction;
3. Stay on the improved portion of the trail;
4. When riding a bicycle, yield the right of way to pedestrians and comply with state laws governing the use of bicycles on public roadways; and
5. Obey all official signs and traffic control markings and signals.

H. Camping: No person shall be permitted to camp overnight in any park, nor shall anyone be permitted to park a camper or camp trailer in a park parking lot except during the hours of operation specified in subsection C of this section.

I. Permits: Applications for permits for activities requiring a permit under this chapter must be submitted to the city in accordance with the procedures prescribed by the city administrator. The

city administrator may deny a permit application if it is incomplete, not accompanied by a required fee or proof of insurance, or when the proposed activity may adversely affect the public health, safety, or welfare, or the condition of the park facility. The city administrator may add conditions to any permit to mitigate potential adverse effects or to ensure the quiet and orderly use and enjoyment of the park facility. Any person aggrieved by an action of the city administrator under this section may appeal the action to the city council by submitting a request in writing to the city administrator within ten (10) days after notice of the action.

J. Activity Fees: Where the city charges a fee for an activity or an event occurring within a city park, no person shall participate in that activity or event without first paying the fee for the activity or event; provided, however, the city council by resolution may waive or modify the fee.

K. Large Group Gatherings: No large group gathering may be held at a park without first obtaining a permit from the city for the gathering. "Large group gatherings" are defined as uses or activities which during the course of their operation are likely to attract twenty (20) or more people. (Ord. 1236, 5-23-2011)

L. Alcoholic Beverages¹: No person shall sell, consume, possess, mix or prepare any alcoholic beverages in any city park, including in any parking areas, subject to the following exceptions:

1. If a license is obtained, intoxicating liquor may be sold at Inver Wood Golf Course and may be consumed at Inver Wood Golf Course if purchased from Inver Wood Golf Course, but sale and consumption shall only occur in the areas specifically prescribed in the license. (Ord. 1297, 7-13-2015)
2. Persons of lawful age may possess and consume 3.2 percent malt liquor in South Valley Park but only in or within one hundred fifty feet (150') of the group picnic shelter located in the park, and only in conjunction with an event for which the sponsor has obtained a permit from the city to use the group picnic shelter, and only if the person possessing or consuming the 3.2 percent malt liquor is an invited guest of the event sponsor.
3. Persons of lawful age may possess and consume 3.2 percent malt liquor in Rich Valley Park subject to such rules and regulations as the city council, by resolution, may from time to time impose.

M. Rules, Regulations And Policies:

1. Rules, regulations, and policies applicable to one or more city parks may be adopted from time to time by the city council. The rules and regulations shall be listed in the city code, be prominently posted in the places where they are intended to apply, be listed on the city's website, or be made available for review at city hall.
2. Emergency rules or regulations may be implemented by the city administrator on a temporary basis when deemed necessary in the public interest, and ~~interest~~ and shall become effective upon posting

in the affected area. Such rules or regulations shall remain in effect for a period not to exceed thirty (30) days.

N. Prohibited Conduct; Penalty: It is unlawful for any person to engage in an act or in any behavior prohibited by this chapter. Violation of any provision of this chapter is a misdemeanor and may be punished as provided in title 1, chapter 4 of this code. Individuals who fail to comply with the rules and regulations in this chapter may be excluded from the use of the park where the violation occurred. The provisions of this chapter may be enforced by city authorized peace officers, officers of the Dakota County sheriff's office, community service officers, and other authorized licensed peace officers. (Ord. 1236, 5-23-2011)

G. In the event of conflicting provisions, the more restrictive provisions shall apply. (Ord. 1098, 11-8-2004; amd. 2008 Code)

10-2-2: DEFINITIONS:

The following words and terms, whenever they occur in this title, are defined as follows:

ACCESSORY DWELLING UNIT (ADU): A subordinate habitable dwelling unit, which has its own basic requirements of shelter, heating, cooking and sanitation, added to or created within a single-family dwelling or detached accessory structure.

ACCESSORY STRUCTURE: See definition of Structure, Accessory.

ACT: The critical areas act of 1973, Minnesota statutes sections 116G.01 to 116G.14, and all amendments thereto.

ADJACENT: Having boundaries that physically touch or adjoin.

ADULT USE: See section [10-15F-2](#) of this title for definition.

AGRICULTURE: The use of land for agriculture purposes, which includes, but is not limited to:

- A. Land that is tilled, cultivated, plowed, or managed in preparation of the soil for planting, seeding, growing, harvesting, production or marketing of flowers, fruits, vegetables, vegetable truck farming, grapes, field crops, row crops, hay, trees, shrubs, bushes, nursery stock, forage, grains, pasture and grazing;
- B. Hydroponics, aquaculture;
- C. Land on which livestock, beef or dairy cattle, poultry, bees, pigs, sheep, goats, donkeys, rabbits, poultry products, apiary products, fish, horses, ponies, including the boarding of horses and ponies (pursuant to the table of allowable uses found in section [10-6-1](#) of this title) and equestrian activities, game birds and waterfowl and deer, on a game farm licensed under Minnesota statutes section 97A.105, are raised, reared, fed, grown, produced, exhibited, marketed (pursuant to the table of allowed uses found in section [10-6-1](#) of this title), boarded (pursuant to the table of allowed uses found in section [10-6-1](#) of this title, and the definition of "commercial horse stable" found in this section) and performed;
- D. The necessary accessory buildings and structures related to the activities listed in subsections A, B and C of this definition; and
- E. Unusable wild land, woodland, wetland and land included in state or federal farm programs.

AIRCRAFT NOISE ZONE: The aircraft noise zones identified in section [10-13F-6](#) of this title and on the zoning map of the city of Inver Grove Heights.

AIRPORT: For purposes of [chapter 13, article H](#) of this title (South St. Paul airport overlay district), the South St. Paul municipal airport (Fleming Field) located generally in section 3, township 27, range 22; and south 1/2 of section 34, township 28, range 22; Dakota County, Minnesota.

AIRPORT ELEVATION: For purposes of [chapter 13, article H](#) of this title (South St. Paul airport overlay district), the established elevation of the highest point on the usable landing area, which elevation is established to be eight hundred twenty feet (820') above mean sea level.

AIRPORT HAZARD: For purposes of [chapter 13, article H](#) of this title (South St. Paul airport overlay

district), any structure or tree or use of land which obstructs the airspace required for, or is otherwise hazardous to, the flight of aircraft in landing or taking off at the airport; and any use of land which is hazardous to persons or property because of its proximity to the airport.

ALLEY: Any dedicated public way affording a secondary means of vehicular access to abutting property, and not intended for general traffic circulation.

ALTERATIONS: Any change, addition or modification in construction or type of occupancy, any change in the structural members of a building, such as walls or partitions, columns, beams or girders, the consummated act of which may be referred to herein as "altered" or "reconstructed".

ANIMALS, DOMESTIC: Dogs, cats, caged birds, fish, rabbits, domestic ferrets, snakes (nonvenomous and nonconstrictor species), gerbils, hamsters, guinea pigs, white rats, and mice, provided the animal's containment can be accomplished without special modification to an existing structure or the construction of a new structure, either of which requires a building permit from the city.

ANIMALS, FARM AND PERMITTED NONDOMESTIC: Cows, sheep, pigs, deer and other members of the order Artiodactyla except the family Hippopotamidae; horses and other members of the family Equidae; all birds in the class Aves; squirrels and other members of the family Sciuridae; rabbits and other members of the families Didelphidae and Macroeopodidae; and other animals if the owner can show the animals are not inherently dangerous.

ANIMALS, INHERENTLY DANGEROUS: Animals other than "domestic" and "farm and permitted nondomestic animals", as defined in this section, which are inherently dangerous including, but not limited to, wolves, coyotes, bears, snakes (venomous and constrictor species), skunks, cougars, tigers, and any crossbreeds thereof, or crossbreeds with "domestic" or "farm and permitted nondomestic animals", as defined in this section.

ANTENNA: Any structure or device used for the purpose of collecting or radiating electromagnetic waves including, but not limited to, directional antennas such as panels, microwave dishes, satellite dishes, short wave radios and omnidirectional antennas such as whips.

APARTMENT: A room or suite of rooms with cooking facilities which is occupied as a residence by a single family, or a group of individuals living together as a single-family unit. The term includes any unit in buildings with more than two (2) dwelling units.

ART STUDIO: Workspace for artists or artisans, including individuals practicing and/or teaching one of the fine arts, such as, but not limited to, drawing, vocal or instrumental music, painting, sculpture and writing.

ASBESTOS: Any of six (6) naturally occurring, hydrated mineral silicates: actinolite, amosite, anthophyllite, chrysotile, crocidolite, and tremolite.

ASBESTOS CONTAINING MATERIAL: Material that contains more than one percent (1%) asbestos by weight.

ASH: The incombustible material that remains after a fuel or solid waste is combusted.

ASPHALT OR ASPHALT CEMENT: A mixture of bitumin obtained from native deposits or as a petroleum byproduct used for roofing or paving that is in a solid state at one hundred degrees Fahrenheit (100°F) or less as defined in Minnesota rules section 7151.1200, subpart 4a, which may be amended from time to time.

ASSISTED LIVING FACILITY: Any facility licensed by the state department of human services, public or private, which, for gain or otherwise, regularly provides one or more persons with twenty four (24) hours per day substantive care, food, lodging, training, education, supervision, habilitation, rehabilitation, and treatment they need, but which, for any reason, cannot be furnished in the person's own home.

AUTO AUCTION SALES: The business of warehousing, storing, inspecting, auctioning, and selling operable and inoperable vehicles with general office uses and other activities related to and in connection with the business operation. No dismantling of vehicles occurs on the premises.

AUTO REPAIR, MAJOR: The general repair, rebuilding, or reconditioning of engines, transmissions, differentials, motor vehicles, or trailers, 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 seven thousand (7,000) pounds' gross vehicle weight.

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.

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.

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 tuneups, minor auto repairs, and lubrication, but exclude major auto repair.

BACKWATER: A body of water connected with, but little affected by, the main stream.

BARGE FLEETING AREA: An area on the river, or on off channel, where barges are temporarily parked and secured by onshore tie downs while tows are assembled or broken up.

BARGE SLIP: A dredged or excavated basin, usually adjacent to a wharf, jetty, dock or other cargo handling facility, where barges are brought for the purpose of loading or unloading cargo.

BASEMENT: A. A portion of a building located partly underground but having half or more of its floor to ceiling height below the average grade of the adjoining ground.

B. In floodplains, a "basement" means any area of a structure, including crawl spaces, having its floor or base subgrade below ground level on all four (4) sides, regardless of the depth of excavation below ground level.

BEAUTY/BARBER SHOP: Any commercial establishment, including residences, wherein cosmetology or barbering is offered for compensation. A beauty/barber shop may only operate in a residence if it meets the definition of "home occupation" found in this section, it satisfies the performance standards found in section 10-15-26 of this title, and it has first been issued a conditional use permit by the city council.

BED AND BREAKFAST: A house, or portion thereof, where short term lodging rooms and meals are provided. The operator of the bed and breakfast shall live on the premises.

BIORETENTION: A landscaped area typically located at the edge of parking lots and may have an underdrain present where stormwater runoff is directed for filtering and discharge to other stormwater features.

BLUFF: A topographic feature such as a hill, cliff, or embankment having the following characteristics (an area with an average slope of less than 18 percent over a distance for 50 feet or more shall not be considered part of the bluff; in the Mississippi River critical area overlay district, a "bluff" is defined as a "bluff line" and is found below):

- A. Part or all of the feature is located in a shoreland area;
- B. The slope rises at least ~~twenty-five~~twenty-five feet (25') above the ordinary high water level of the water body;
- C. The grade of the slope from the toe of the bluff to a point ~~twenty-five~~twenty-five feet (25') or more above the ordinary high water level averages thirty percent (30%) or greater; and
- D. The slope must drain toward the water body.

BLUFF IMPACT ZONE: A bluff and land located within twenty feet (20') from the top of a bluff.

BLUFF LINE: A line delineating the top of a slope connecting the points at which the slope becomes less than eighteen percent (18%). More than one bluff line may be encountered proceeding landward from the Mississippi River.

BOARD: The board of adjustments and appeals¹.

BOATHOUSE: A structure designed and used solely for the storage of boats or boating equipment.

BODY ART ESTABLISHMENT: Any structure or venue, whether permanent, temporary, or mobile, where body art is performed. Mobile establishments include vehicle mounted units, either motorized or trailered, and readily movable without disassembling and where body art procedures are regularly performed in more than one geographic location.

BUILDING: Any structure, temporary or permanent, used or intended for supporting or sheltering any use or occupancy.

BUILDING HEIGHT: The vertical distance measured from the established grade at the front of the house to the highest point of the roof surface for flat roofs, to the deck line of mansard roofs and to the average height between eaves and ridge for gable, hip and gambrel roofs. If more than fifty percent (50%) of the lowest level walls are exposed, then the building height shall be measured from the lowest floor elevation.

BUILDING LINE: A line parallel to a lot line or to the ordinary high water level of a water body or river at the minimum required setback beyond which a structure may not extend.

BUILDING, MAIN OR PRINCIPAL: A building in which is conducted the principal use of the lot on which it is situated.

BUSINESS: Any occupation, employment or enterprise wherein merchandise is exhibited or sold, or where services are offered for compensation.

CAR WASH: A building or area that provides facilities for washing and cleaning motor vehicles, which may use production line methods with a conveyor, blower, or other mechanical devices, and which may employ some hand labor.

CHURCH: A building, together with its accessory buildings and uses, where persons regularly assemble for religious worship and which building, together with its accessory buildings and uses, is maintained and controlled by a religious body, organized to sustain public worship.

CITY: The city of Inver Grove Heights.

CITY FORESTER: The forester hired by the city of Inver Grove Heights.

CLEAR CUTTING: A. The removal of an entire stand of trees.

B. In the Mississippi River critical area overlay district, "clear cutting" means the removal of twenty five percent (25%) or more of the canopy massing of a stand of trees and shrubs.

CLINIC: A building or portion of a building containing offices and facilities for providing state licensed medical, dental, psychiatric and other healthcare services for outpatients only.

CLUSTERING/CLUSTER HOUSING: The development pattern and technique whereby structures are arranged in closely related groups to make the most efficient use of the natural amenities of the land.

COMMERCIAL GREENHOUSE: A retail business where the primary operations are the selling of landscaping and plant materials grown on site either in an enclosed building or outside.

COMMERCIAL HORSE STABLE: See definition of Horse Stable, Commercial.

COMMERCIAL KENNEL: See definition of Kennel, Commercial.

COMMERCIAL PLANNED DEVELOPMENT: For the purposes of [chapter 13, article A](#) of this title, a commercial planned development is a planned development of a mix of commercial uses.

COMMERCIAL USE: The principal use of land or buildings for the sale, lease, rental or trade of products, goods, and services.

COMMON SPACE: For townhouse development, means all of the land that is owned in common by all of the townhouse unit owners.

COMMUNITY GARDEN: An area of land that is managed and maintained by a group of three (3) or more individuals (either within or outside of an organization) that do not own or dwell upon the land to grow and harvest food crops and/or nonfood ornamental crops such as flowers for personal use, group use, consumption or donation. Community gardens may be divided into separate distinct plots for cultivation respectively by different individuals or different groups of individuals and/or may be farmed collectively by members of the same group and may include common areas maintained and used by group members.

COMPOST FACILITY: A site used to compost or co-compost solid waste, including all structures or processing equipment used to control drainage, collect and treat leachate, and storage areas for the

incoming waste, the final product, and residuals resulting from the composting process.

COMPOSTING: The controlled microbial degradation of organic waste to yield a humus like product.

COMPREHENSIVE PLAN: The City Comprehensive Plan.

CONCRETE: A material consisting of a coarse and fine aggregate bound by a paste of cementitious material and water, with admixtures added to achieve various properties, which then sets into a hard and rigid substance as defined in Minnesota Rules section 7005.0100, subpart 4d, which may be amended from time to time.

CONDITIONAL USE: See definition of use, conditional.

CONDOMINIUM: See definition of dwelling/dwelling unit: condominium.

CONSTRUCTION PRODUCT DEBRIS: Waste building or construction products and materials in a solid, cured state, containing no liquids, that are derived from or result from the manufacture or fabrication of building and construction products and materials, excluding receptacles containing, or that once contained, any solvents, paints, varnishes, adhesives, tar, sealants, cleaning compounds and other similar materials.

CONVENIENCE STORE: Any retail establishment offering for sale primarily prepackaged food products, household items, gasoline, and other petroleum products.

COOPERATIVE: See definition of dwelling/dwelling unit: cooperative.

COUNCIL: The City Council of the City of Inver Grove Heights, Minnesota.

COVER MATERIAL: Material approved by the MPCA that is used to cover compacted solid waste in a land disposal site. Important general characteristics of good cover material are low permeability, uniform texture, cohesiveness, and ~~compactibility~~compatibility.

CURB LEVEL: The grade elevation established per the approved utility plans of the curb in front of the center of the building. Where no curb level has been established, the engineering staff shall determine a curb level or its equivalent for the purpose of this title.

DNR: The Commissioner of the Department of Natural Resources, or the appropriate staff.

DATA CENTER: A facility used primarily to house computer systems and associated components, such as telecommunication and storage systems, that are used for the storage, management, and dissemination of data and information pertaining to a business or businesses.

DAYCARE FACILITY: Any State licensed facility, public or private, which, for gain or otherwise, regularly provides one (1) or more persons with care, training, supervision, habitation, rehabilitation, or developmental guidance on a regular basis, for periods of less than twenty four (24) hours per day. "Daycare facilities" means a nonresidential program under Minnesota Statutes section 245A.02, subdivision 10.

DAYCARE FACILITY, IN-HOME: Any State licensed facility where childcare is provided to twelve (12) children or less in the principal residence as regulated by Minnesota Statutes.

DAYCARE FACILITY, MULTIPLE-FAMILY: Any State licensed facility where childcare is provided to thirteen (13) to sixteen (16) children as regulated by Minnesota Statutes.

dBA: A unit of sound pressure level weighted by use of the A metering characteristics and weighting as specified in the American National Standards Institute "Specification for Sound Level Meters" (ANSI S 1.4-1983), which is hereby incorporated by reference; dBA is also referred to as an A-weighted decibel.

DECK: A horizontal, unenclosed platform, with or without attached railings, seats, trellises, or other features, attached or functionally related to a principal use or site.

DEMOLITION DEBRIS: Solid waste resulting from the demolition of buildings, roads, and other manmade structures including concrete, brick, bituminous concrete, untreated wood, masonry, glass, trees, rock, and plastic building parts. Demolition debris does not include asbestos waste.

DEVELOPMENT: In the Mississippi River Critical Area Overlay District, means the making of any material change in the use or appearance of any structure or land including, but not limited to: a reconstruction, alteration of the size or material change in the external appearance of a structure on the land; a change in the intensity of the use of the land; alteration of a shore or bank of a river, stream, lake or pond; a commencement of drilling (except to obtain soil samples), mining or excavation; demolition of a structure; clearing of land as an adjunct to construction; deposit of refuse, solid or liquid waste or fill on a parcel of land; the dividing of land into two (2) or more parcels.

DEVELOPMENT PERMIT: In the Mississippi River critical area overlay district, means a building permit, excavation permit, discharge permit, permit for dredging, filling or altering any portion of a watercourse; plat approval, rezoning, certification, variance, conditional use permit or other action having the effect of permitting any development.

DEVELOPMENT PLAN: In the sand and gravel zoning district, a plan guiding development of the property to the ultimate land use after the sand and gravel operation has ceased. Such plan shall include, but is not limited to, site analysis information, deposit analysis, master plan, quantities and staging plan.

DISCHARGE ONTO SITE: Causing effluent or other liquids emanating from a development to percolate into the subsoil or be caused to flow over a site.

DISPOSAL FACILITY: A waste facility permitted by the MPCA that is designed or operated for the purpose of disposing of waste on or in the land, together with any appurtenant facilities needed to process waste for disposal or transfer to another waste facility.

DISPOSAL OR DISPOSE: The discharge, deposit, injection, dumping, spilling, leaking, or placing of any waste into or on any land or water so that the waste or any constituent thereof may enter the environment or be emitted into the air, or discharged into any waters, including groundwaters.

DRINKING ESTABLISHMENT: A commercial establishment dispensing alcoholic beverages for consumption on the premises where the preparation of food may or may not be provided, including restaurants and supper clubs.

DRIVEWAY: A private road that connects a house, garage, or other building with the street.

DWELLING, ATTACHED: One that is joined to another dwelling or building at one or more sides by a party wall or walls.

DWELLING, DETACHED: One that is entirely surrounded by open space on the same lot with no

common party walls.

DWELLING/DWELLING UNIT: A. A building, or one or more portions thereof, occupied or intended to be occupied exclusively for residential purposes, which includes a bathroom and complete toilet facilities, which are arranged, designed or used as living quarters for one family or household, but not including rooms in motels, hotels, nursing homes, boarding houses, nor trailers, tents, cabins, trailer coaches, recreational vehicles, or any type of lodging rooms. A one-family detached dwelling shall include a manufactured home, as defined in this section, provided the manufactured home has received HUD certification and meets the construction and safety standards promulgated by the United States department of housing and urban development (HUD) in effect at the time application is made for a building permit. All one-family, detached dwellings, including manufactured homes that meet the definition of dwelling, shall comply with the following:

1. A permanent, full perimeter foundation system that complies with the Minnesota state building code.
 2. Sheet metal siding is not permitted.
 3. Siding shall be at least six inches (6") above finished grade.
 4. A minimum width of ~~twenty-four~~ twenty-four feet (24').
 5. A minimum of one thousand (1,000) square feet of usable floor area for human habitation, excluding garage space.
- B. Subsection A2 of this definition shall not apply to approved earth sheltered homes. Dwellings other than manufactured homes shall comply with the Minnesota state building code. Manufactured homes shall comply with the HUD standards in effect at the time application is made for building permit and with the Minnesota state building code insofar as the foundation is concerned.
- C. There are two (2) principal types of "dwelling units", single-family and multiple-family. Multiple-family dwelling units are grouped into two-family, duplex, twin home, townhouse, condominium, cooperative and apartment groups.

Condominium: A form of individual ownership within a multi-family building with joint responsibility for maintenance and repairs of the common property. In a condominium, each apartment or townhouse is owned outright by its occupant, and each occupant also owns a share of the land and other common property.

Cooperative: A multi-unit development operated for and owned by its occupants. Individual occupants do not own their specific housing unit outright as in a condominium, but they own shares in the total enterprise.

Multiple Dwelling Unit Building/Apartment: A residential building containing three (3) or more dwelling units, most commonly occupied by tenants in a rental arrangement, with common walls, and separate housekeeping and cooking facilities for each.

Single-Family Dwelling: A freestanding residence structure designed for or occupied by one family only. In addition to a single family occupying a single-family dwelling, supervised student housing may occupy the dwelling as an interim use subject to:

1. Up to eight (8) students, with the number determined by the formula in the interim use section of this code, under the general supervision of the single family occupying the dwelling, pursuant to a

program sponsored by an organization, holding a tax status of 501(c)(3) that promotes education provided students are participating in an educational program located in Dakota County.

Townhouse: Three (3) or more horizontally attached townhouse dwelling units, separated by party walls, and shall not exceed eight (8) such townhouse dwelling units per structure.

Twin Home: A building designed exclusively for or occupied exclusively by no more than two (2) families living independently of each other, with each unit located on a separate, single parcel of record, with the party wall separating the units acting as a dividing line.

Two-Family Dwelling Or Duplex: A residence designed for or occupied by two (2) families only, with separate housekeeping and cooking facilities for each.

DWELLING SITE: A designated location for residential use by one or more persons using temporary or movable shelter, including camping and recreation vehicle sites.

DYNAMIC DISPLAY BILLBOARD: A billboard or portion thereof that displays static or dynamic text, images, graphics, or pictures where the message change sequence is accomplished by any method other than physically or mechanically removing and replacing the sign face or its components, whether the apparent movement or change is in the display, the sign structure itself, or any other component of the billboard. This includes a display that incorporates a technology or method allowing the sign face to change the image without having to physically or mechanically replace the sign face or its components. This also includes, but is not limited to, any rotating, revolving, moving, flashing, blinking, projecting, or other animated display and any display that incorporates rotating panels, light bulbs, fiber optics, LED lights manipulated through digital input, "digital ink", or any other method or technology that allows the sign face to present a series of text, images, or displays.

EASEMENT: A grant by an owner of land for a specific use by persons or agencies other than the owner.

EFFICIENCY UNIT: A dwelling unit with one primary room which doubles as a living room, kitchen, and bedroom.

ENCLOSURE: Any structure of lumber, building blocks or similar materials, constructed at a value of less than the minimum for which a building permit is required, and intended to provide shelter.

ENERGY RECOVERY FACILITY: A site used to capture the heat value of solid waste for conversion to steam, electricity, or immediate heat by direct combustion or by first converting it into an intermediate fuel product. Municipal solid waste combustors are included in the definition of energy recovery facilities.

EQUAL DEGREE OF ENCROACHMENT: A method of determining the location of floodway boundaries so that floodplain lands on both sides of a stream are capable of conveying a proportionate share of flood flows.

ESSENTIAL SERVICES: Services provided by public and/or private utilities, necessary for the use of principal structures. These services include underground, surface, or overhead gas, electrical, steam, water, sanitary sewer, stormwater drainage, and communication systems and accessories thereto, such as poles, towers (except that telecommunications towers are regulated under [Chapter 15, article G](#) of this title), wires, mains, drains, sewers, pipes, conduits, cables, fire alarm and police call boxes, traffic signals, hydrants, and similar accessories in connection therewith, but not including any other essential service buildings. In the Mississippi River critical area overlay district, "essential services" also does not include transmission services.

ESSENTIAL SERVICES BUILDINGS: Buildings necessary for the provision of essential services, including, but not limited to, telephone exchange stations, booster or pressure regulating stations, wells and pumping stations, elevated tanks, lift stations and electrical power substations, provided no building shall be located within fifty feet (50') from any lot line of an abutting lot in an R or E district.

ESTABLISHED RESIDENTIAL NEIGHBORHOOD IN A BUILT UP URBAN AREA (ERN-BUUA) (Or Established Residential Neighborhood): For purposes of [chapter 13, article H](#) of this title (South St. Paul airport overlay district), means an area, which, if it existed on or before January 1, 1978 (for low density structures and lots) and an area which, if it existed on or before July 2, 1979 (all other land uses), shall be considered a conforming use that shall not be prohibited except as provided in subsection [10-13H-3B5](#) of this title, "Exemptions For Established Residential Neighborhoods". The following criteria shall be applied and considered in determining what constitutes an "ERN-BUUA":

- A. Location of the South St. Paul airport;
- B. Nature of the terrain within safety zones A and B;
- C. Existing land uses and character of the neighborhood around the South St. Paul airport;
- D. Population of the community;
- E. That the average population density in all areas within one mile of any point on a runway of the South St. Paul airport be equal to or greater than one dwelling unit per acre;
- F. Population density near the South St. Paul airport compared with population density in other areas of the community;
- G. The age and the economic, political and social stability of the neighborhood and the community as a whole;
- H. The proximity of supporting school, commercial, religious, transportation and other facilities and their degree of integration with residential land uses;
- I. Presence or absence of public utilities including, but not limited to, public sanitary sewer system, electric service and gas mains;
- J. Whether or not the factors listed in subsections H and I of this definition tend to make the community surrounding the South St. Paul airport a self-sufficient unit;
- K. Whether the area within one mile of the perimeter of the South St. Paul airport property would be considered primarily residential in character; and
- L. Other material factors deemed relevant by the governmental unit in distinguishing the area in question as established, residential, urban and built up.

EXCAVATION: A. Any breaking of ground, except common household gardening and ground care.

- B. In the sand and gravel zoning district, the removal, filling with, or storage of rock, sand, gravel, clay, black dirt or other similar material.

EXCAVATION PERMIT: A permit issued by the city to remove, excavate or store rock, sand, dirt, gravel, clay or other like material.

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

FACILITY: In integrated resource management overlay districts, means the land, structures, monitoring devices, and other improvements on the land used for monitoring, treating, processing, storing, or disposing of solid waste, leachate, or residuals from solid waste processing.

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

FARM: A tract of land that is principally used for agricultural activities.

FEEDLOT: A confined, unenclosed area where there is no vegetation for the feeding, breeding, raising or holding of livestock, where livestock manure can accumulate and where there is no vegetation growing on the site.

FENCE: Any partition, structure, wall or gate erected as a divider, marker, barrier or enclosure and located along the boundary or within the required yard.

FLOOD: A temporary increase in the flow or stage of a stream or in the stage of a wetland or lake that results in the inundation of normally dry areas.

FLOOD FREQUENCY: The frequency for which it is expected that a specific flood stage or discharge may be equaled or exceeded.

FLOOD FRINGE: That portion of the floodplain outside of the floodway. Flood fringe is synonymous with the term "floodway fringe" used in the flood insurance study for the city of Inver Grove Heights.

FLOODPLAIN: The beds proper and the areas adjoining a wetland, lake or watercourse that have been or hereafter may be covered by the regional flood.

FLOODPROOFING: A combination of structural provisions, changes, or adjustments to properties and structures subject to flooding, primarily for the reduction or elimination of flood damages.

FLOODWAY: The bed of a wetland or lake and the channel of the watercourse and those portions of the adjoining floodplain that are reasonably required to carry and discharge the regional flood.

FLOOR AREA: The sum of the horizontal areas of each story of the building measured from the interior faces of the exterior walls. The floor area measurement is exclusive of areas of unfinished attics, attached garages, breezeways and enclosed and unenclosed porches.

FOREST LAND CONVERSION: The clear cutting of forested lands to prepare for a new land use other than reestablishment of a subsequent forest stand.

FRONTAGE: That boundary of a lot that abuts a street.

FRONTAGE ROAD: A local road or street auxiliary to and located on the side of a highway for service to abutting property and adjacent areas and for control of access.

GALLERY OR ART GALLERY: A room or structure in which original works of art or limited editions of original art are bought, sold, loaned, appraised or exhibited to the general public.

GARAGE, PRIVATE: An accessory building or accessory portion of the principal building which is intended for and used to store the private passenger vehicles of the family or families resident upon the premises.

GARAGE, PUBLIC: Any building or premises, except those used as a private or storage garage, used for equipping, repairing, hiring, selling or storing motor driven vehicles.

GARBAGE: Discarded material resulting from the handling, processing, storage, preparation, serving and consumption of food.

GOVERNING BODY: City council of Inver Grove Heights.

GRADE: The average of the finished level at the center of the exterior walls of the building.

GREEN WASTE: Food scraps, soiled and nonrecyclable paper packaging, pet waste, disposable diapers, and organic sludges.

GROUP HOME, MULTIPLE-FAMILY: A state licensed residential facility serving from seven (7) through sixteen (16) persons.

GROUP HOME, SINGLE-FAMILY: Either a state licensed residential facility serving six (6) or fewer persons or a state licensed group family daycare facility to serve fourteen (14) or fewer children. Any residential facility whose purpose is to treat juveniles who have violated criminal statutes relating to sex offenses shall not be considered a single-family group home.

HARDSHIP, UNDUE: Where property cannot be put to reasonable use under the conditions allowed by the official controls, the plight of the landowner is due to circumstances unique to his property, not created by the landowner, and a variance, if granted by the city council, will not alter the essential character of the locality. Economic considerations alone shall not constitute an undue hardship if a reasonable use for the property exists under terms of the official controls.

HAZARDOUS WASTE: Any refuse, sludge, or other waste material or combinations of refuse, sludge or other waste materials, in solid, semisolid, liquid, or contained gaseous form which, because of its quantity, concentration, or chemical, physical or infectious characteristics, may: a) cause or significantly contribute to an increase in mortality or an increase in serious irreversible or incapacitating reversible illness; or b) pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, or disposed of, or otherwise managed. Categories of hazardous waste materials include, but are not limited to: explosives, flammables, oxidizers, poisons, irritants, and corrosives. Hazardous waste does not include source, special nuclear, or byproduct material as defined by the atomic energy act of 1954, as amended. Determination of whether a waste is a hazardous waste shall be made in accordance with the procedures, criteria and lists set forth in Minnesota rules ~~chapter~~ 7045 and code of federal regulations title 40, parts 260 and 261. In any circumstances where there is a conflict between state rules and federal regulations regarding determination of hazardous waste, the more stringent provision shall apply.

HEALTHCARE FACILITY: An institution providing health services primarily for human inpatient medical or surgical care for the sick and injured and including related facilities such as laboratories, outpatient, departments, training facilities, central services facilities, and staff offices that are an integral part of the facilities.

HEIGHT: For the purpose of determining the height limits in all airport zones set forth in [Chapter 13, article H](#) of this title and shown on the zoning map, the datum shall be mean sea level elevation unless otherwise specified. See also definition of Building Height for a definition not related to airport regulations.

HERITAGE TREES: Healthy, large, hardwood trees which equal or exceed twenty seven inches (27") dbh and large coniferous trees which equal or exceed twenty four inches (24") dbh which have been determined to be of high value because of their type, size (diameter at breast height [dbh]), age or other professional criteria. A tree in fair or better condition must meet the following criteria:

- A. A life expectancy of greater than ten (10) years.
- B. A relatively sound and solid trunk with no extensive decay or hollow.
- C. No major insect or pathological problem.
- D. A lesser size tree can be considered a heritage tree if a certified forester determines it is a rare or unusual species or of exceptional quality.

HISTORIC PRESERVATION: The protection by various means of buildings or other structures, land areas, or districts that are identified by the Minnesota State Historical Society or the National Register of Historic Places.

HOME OCCUPATION: See subsection [10-15-26B](#) of this title for definition.

HOMEOWNERS' ASSOCIATION: An incorporated nonprofit organization operating under recorded land agreements through which:

- A. Each lot and/or homeowner is automatically a member;
- B. Each lot is automatically subject to a charge for a proportionate share of the expenses for the organization's activities, such as maintaining a common property; and
- C. The charge, if unpaid, becomes a lien against the property.

HORSE STABLE, COMMERCIAL: A building or structure and/or land whose operator boards more than three (3) horses other than his own.

HOTEL: A building that provides a common entrance, lobby, halls and stairway and in which twenty (20) or more people can be, for compensation, lodged with or without meals.

IMPERVIOUS SURFACE: That surface of the lot: a) which has been covered or has been physically altered and b) that contains a constructed hard surface, which would prevent or retard the entry of water into the soil and cause water to run off in greater quantities or at an increased rate of flow than prior to development. Examples include concrete, asphalt, pavers, permeable pavement systems and various compacted materials including aggregate, limestone, gravel driveways, gravel parking areas, gravel storage areas and recycled bituminous. Buildings, rooftops, sidewalks, patios, driveways, parking areas, storage areas, tennis and basketball courts, covered decks and decks with an impervious surface below and any other structure shall be included for the purpose of calculating maximum lot coverage. Exception: Decks with grass, bare ground or other natural porous surfaces below will not be considered when calculating lot coverage percentage.

INCINERATOR: A furnace or container for burning solid waste to ash.

INDUSTRIAL INCINERATOR ASH: The ash generated from a commercial, industrial, manufacturing, or service establishment incinerator.

INDUSTRIAL SOLID WASTE: All solid waste generated from an industrial or manufacturing process and solid waste generated from nonmanufacturing activities such as service and commercial establishments. Industrial solid waste does not include office materials, restaurant and food preparation waste, discarded machinery, demolition debris, municipal solid waste combustor ash, or household refuse.

INDUSTRIAL SOLID WASTE LAND DISPOSAL FACILITY: A site used to dispose of industrial solid waste in or on the land.

INDUSTRIAL USE: Within the Mississippi River critical area overlay district, this includes, without limitation, factory, office building, warehouse, elevators, material transfer site, pipeline, refuse and material storage areas.

INDUSTRY, HEAVY: A use engaged in the basic processing and manufacturing of materials or products predominately from extracted or raw materials.

INDUSTRY, LIGHT: A use engaged in the manufacture, predominately from previously prepared materials, of finished products or parts.

INFECTIOUS WASTE: Waste originating from the diagnosis, care, or treatment of a person or animal that has been or may have been exposed to a contagious or infectious disease. Unless the materials have been rendered noninfectious by procedures approved by the state commissioner of health, infectious waste includes:

- A. All wastes originating from persons or animals placed in isolation for control and treatment of an infectious disease;
- B. Bandages, dressings, casts, catheters, tubing, and similar disposable items which have been in contact with wounds, burns, anatomical tracts, or surgical incisions and which are suspect of being or have been medically verified as infectious;
- C. All infectious anatomical waste, including human and animal parts or tissues;
- D. Infectious sharps and needles;
- E. Laboratory and pathology waste of an infectious nature; or
- F. Any other waste, as defined by the state commissioner of health, which, because of its infectious nature, requires handling and disposal in a manner prescribed for subsections A through E of this definition.

INFILTRATION BASIN/TRENCH: An area that allows storm water rainfall/runoff to gradually seep into the ground.

INFILTRATION RAINGARDEN: Landscaped garden designed and planted to receive and infiltrate storm water runoff.

INTENSIVE VEGETATION CLEARING: The removal of fifty percent (50%) or more of the canopy massing of trees, grasses or shrubs in a contiguous patch, strip, row, or block.

INTERIM USE: A temporary use of a property until a particular date, until the occurrence of a particular event, or until zoning regulations no longer permit the use. Interim uses will only be allowed where the zoning expressly permits such interim uses.

KENNEL, COMMERCIAL: Any place where four (4) or more dogs over the age of six (6) months are kept for the primary purpose of commercial breeding, keeping, harboring or selling of dogs. A commercial kennel does not include animal hospitals, clinics, and other premises operated by a licensed veterinarian exclusively for the care and treatment of animals.

KENNEL, COMMERCIAL DAYCARE: Any place where dogs are kept for the primary purpose of commercial pet sitting or "doggie daycare", provided all of the following are met:

- A. Limited to a maximum of twenty (20) dogs on site at any one time.
- B. No outdoor runs or kennels allowed.
- C. The requirement and location of any outside fenced area, if any, shall be determined by the council.
- D. Dogs shall be on a leash not greater than sixteen feet (16') and handled by an employee at all times when outside the building during the animal's stay.
- E. An employee shall remain on site at all times animals are on the premises including overnight.
- F. Dogs shall be kept inside at all times except when exercised by an employee.
- G. Designated bathroom area shall be cleaned daily.

10-15H-4-8: PETS:

No owner or person in charge of any dog, cat or other pet animal shall permit same to run at large or commit any nuisance within the manufactured home park at any time. All pets must be on a leash not greater than sixteen feet (16') at all times when out of doors or kept within an approved fenced area. (Ord. 1098, 11-8-2004)

CLEAN VERSION

Chapter 4

ANIMAL CONTROL¹

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5-4-1: DEFINITIONS:

For purposes of this chapter, unless the context clearly indicates otherwise or otherwise defined in Minnesota statutes section 347.50 the terms defined in this section have the meanings given them:

ANIMAL: Every nonhuman species of animal, domestic, permitted nondomestic, and inherently dangerous.

ANIMAL CONTROL AUTHORITY: By designation, the animal control authority is the chief of police or their designee. .

ANIMAL CONTROL OFFICERS: Individually and collectively the city's police department, the city's police chief, the city's police officers, the city's community service officers and other personnel retained b the city or assisting in the enforcement of this chapter.

COMMERCIAL DAYCARE KENNEL: Any place where **dogs** are kept for the primary purpose of commercial pet sitting or "**doggie** daycare", provided all of the following are met:

- A. No kennels are allowed in a residential zoning district.
- B. Limited to a maximum of twenty (20) **dogs** on site at any one time.
- C. No outdoor runs or kennels allowed.
- D. The requirement and location of any outside fenced area, if any, shall be determined by the council.
- E. **Dogs** shall be on a leash not greater than 16' (sixteen feet) and handled by an employee or in an approved outside fenced exercise or kennel area at all times when outside the building during the animal's stay.
- F. Unless otherwise authorized by the City Council, an employee shall remain on site at all times animals are on the premises including overnight.
- G. . Dog kennels shall allow for outdoor runs or exercised by an employee
- H. Designated bathroom area shall be cleaned daily.

COMMERCIAL KENNEL: Kennel means a place where four (4) or more **dogs** over the age of six (6) months are kept for the primary purpose of commercial breeding, keeping, harboring, or selling of **dogs**. A commercial kennel does not include veterinary hospitals, clinics, or other premises operated by a licensed veterinarian exclusively for the care and treatment of animals.

DANGEROUS **DOG:** as defined in Minnesota statutes section 347.50.

DOMESTIC ANIMALS: **Dogs**, cats, caged birds, fish, rabbits, domestic ferrets, snakes (nonvenomous and nonconstrictor species), gerbils, hamsters, guinea pigs, white rats or mice.

FARM ANIMAL AND PERMITTED NONDOMESTIC ANIMAL: Cows, sheep, pigs, deer, horse,

donkeys, chickens, rabbits, goats and; and other animals if the owner can show the animals are not inherently dangerous.

GREAT BODILY HARM: "Great bodily harm: has the meaning given it under section 609.02, subdivision 8.

HEARING OFFICER: An impartial person who may be either an impartial employee or the city or an impartial person retained and appointed by the city to conduct dangerous dog and potentially dangerous dog hearings.

INHERENTLY DANGEROUS ANIMALS: Animals other than domestic animals and farm and permitted nondomestic animals, which are inherently dangerous including, but not limited to, wolves, coyotes, bears, snakes (venomous and constrictor species), skunks, cougars, tigers, and any crossbreeds thereof, or crossbreeds with domestic or farm and permitted nondomestic animals.

KEEP: To own, stable, harbor, maintain, possess, or act as a custodian or caretaker for an animal.

KENNEL: A commercial kennel, commercial daycare kennel or noncommercial kennel.

NONCOMMERCIAL KENNEL: Any place where four (4) or more dogs over the age of six (6) months are kept for non-commercial use, such as a dog daycare. .

OWNER: Any person, firm, corporation, organization, or department possessing, harboring, keeping, having an interest in, or having care, custody, or control of an animal.

PERSON: One or more natural persons, a firm, partnership, corporation, or any other entity.

POTENTIALLY DANGEROUS DOG: As defined in Minnesota Statutes section 347.50.

PREMISES: A building, structure, shelter, or land where an animal is kept or confined.

PROPER ENCLOSURE FOR DANGEROUS OR POTENTIALLY DANGEROUS DOGS. A secure indoor location or a securely enclosed and locked pen or structure suitable to prevent the potentially dangerous dog or dangerous dog from escaping and providing protection from the elements for the animal. A proper enclosure does not include a porch, patio, or any part of a house, garage, or other structure that would allow the potentially dangerous dog or dangerous dog to exit of its own volition, or any house or structure in which windows are open or in which door or window screens are the only obstacles that prevent the potentially dangerous dog or dangerous dog from exiting.

RUNNING AT LARGE, RUN AT LARGE, OR AT LARGE: Any animal that is not under restraint.

UNDER RESTRAINT: The animal is;; a) within a private motor vehicle of a person owning, harboring, or keeping the animal; b) within the boundaries of property owned or leased by the person owning, harboring or keeping the animal; or c) controlled by a chain or leash of a maximum of sixteen feet (16') in length..

VACCINATION AGAINST RABIES: The inoculation of a dog, cat, or ferret with a rabies vaccine by a veterinarian duly licensed to practice veterinary medicine.

VETERINARY HOSPITAL: A place for the treatment, hospitalization, surgery, care and board of animals and birds under the direction of one or more licensed veterinarians. (Ord. 1211, 5-10-2010)

5-4-2: KEEPING OF CERTAIN ANIMALS PERMITTED:

A. Animals Permitted Pursuant To Regulations: The following animals may be kept in the city pursuant to the regulations of this chapter and relevant provisions of the zoning ordinance: domestic animals; farm animals and permitted nondomestic animals; and inherently dangerous animals. (Ord. 1211, 5-10-2010; amd. Ord. 1265, 5-14-2013)

B. Chickens On Urban Residential Lots:

1. License Required: No person shall keep chickens on any property zoned R-1A, R-1B, R-1C or R-2, within the city without first obtaining a license from the city.
2. Application: An application for a license to keep chickens shall be made to the city clerk on the form prescribed by the city. The applicant must provide all the information required on the form, including, but not limited to:
 - a. The name and address of the owner(s) where the chickens will be kept;
 - b. The number of chickens to be kept on the property;
 - c. Site plan or property survey showing the proposed location of the chicken coop and/or run on the subject property;
 - d. Drawing or picture of the proposed chicken coop;
 - e. The applicant must pay the fee for the license to keep chickens as set forth in the city fee schedule.
3. Notice To Surrounding Property Owners: Once the city clerk receives a complete application from an applicant, the city clerk shall provide written notice of and include a copy of said application to those owners of properties directly abutting the proposed location. Owners shall be determined as those shown as owners on the tax statement prepared by the county treasurer.
4. Granting Issuance Of License: The city clerk may administratively grant an initial or renewal license under this subsection provided all of the following have been met:
 - a. All submittal information is submitted and complete.
 - b. Appropriate fee is paid.
 - c. The application filed demonstrates compliance with the requirements of this subsection and any other applicable regulations of this code.
 - d. No persons mailed a notice object in writing to the request within ten (10) days of notice being mailed; an objection sent electronically shall be deemed an objection in writing.
5. Denying Issuance Of License: The city clerk shall deny issuance of a license if any of the items in subsection B4 of this section have not been met. In the instance where an objection has been

received by an abutting property owner, the item shall be placed on the next available city council agenda for council review and determination of whether the license shall be issued.

6. Standards: Any person keeping chickens in residential areas of the city as noted in subsection B1 of this section, shall comply with all of the following:

- a. No person shall keep more than six (6) total hen chickens on the property.
- b. No person shall keep roosters or adult male chickens on the property.
- c. Cockfighting is specifically prohibited within the city.
- d. The slaughter of chickens is prohibited on residentially used or zoned properties.
- e. The owner of the chickens shall live in the dwelling on the property.
- f. The raising of chickens for breeding purposes is prohibited.
- g. Chickens shall not be kept inside a dwelling.

7. Shelter And Enclosure Requirements: Every person who owns, controls, keeps, maintains or harbors hen chickens must keep them confined on the premises at all times in a chicken coop or chicken run. Chicken coops and runs shall comply with the following standards:

- a. Only one chicken coop and/or run shall be allowed per lot.
- b. Chicken coops and runs shall not be located in the front or side yards and shall not be placed within any drainage and utility easement.
- c. Any chicken coop or chicken run shall be set back at least twenty-five feet (25') from any principal structure on any adjacent lot and ten feet (10') from all property lines.
- d. Any chicken coop and run fencing must be consistent with applicable zoning codes.
- e. No chicken coop or run shall be constructed on a lot prior to the time of occupancy of the principal structure.
- f. Chickens shall be provided a secure and well-ventilated roofed structure in compliance with applicable zoning codes.
- g. The floors and walls of the roofed structure shall be kept clean, sanitary and in a healthy condition.
- h. Chickens shall be contained within a chicken run at all times.
- i. The run area shall be well drained so there is no accumulation of moisture.
- j. Chicken feed shall be stored in leakproof containers with a tightfitting cover to prevent attracting vermin.

8. License Modification: The license may be reasonably modified by animal control authority if necessary to respond to changed circumstances. Any modification shall be effective ten (10) days after the mailing of written notice by certified mail to the license holder. The license holder may challenge the modification by contacting the city clerk and requesting a hearing within ten (10) days after the receipt of written notice. A hearing regarding the proposed modification shall be held before the city council.
9. Duration Of License: A license to keep chickens shall be issued for a period of two (2) years beginning March 1 and ending February 28. Applications for a renewal permit may not be made prior to sixty (60) days before March 1.
10. Conditions/Maintenance And Inspections: No person who owns, controls, keeps, maintains or harbors chickens shall permit the premises where the chickens are kept to be or remain in an unhealthy, unsanitary or noxious condition the premises should be maintained to prevent odors from permeating into neighboring properties. . Any chicken coop and run authorized under this section may be inspected at any reasonable time by authorized city staff to inspect for compliance with this chapter and other relevant laws and regulations.
11. Revocation Of License: A license may be revoked by the city council for a violation of any condition of this section following notice and a hearing as provided for in [title 3, chapter 2](#) of this code.
12. Penalty: Violation of this section shall be a petty misdemeanor. (Ord. 1265, 5-14-2013)

5-4-3: DOG VACINATIONS:

No person residing in the city shall keep a dog over six (6) months of age within the city for more than ten (10) consecutive days unless the person has had the dog properly vaccinated by a licensed Veterinarian and can show proof of such vaccination upon request. If a dog is found to be unvaccinated the owner of the dog is guilty of a misdemeanor.

UNVACINATED DOGS/IMPOUNDED DOG DETERMINED TO BE UNVACCINATED:

Unvaccinated dogs subject to impoundment by an animal control official may not be released from the city's contract impound facility without a valid vaccination record. If a dog is found to be unvaccinated the owner of the dog is guilty of a misdemeanor. The dog owner shall properly vaccinate the dog by a licensed Veterinarian prior to the dog being returned to the owner.

G. Exemptions: Veterinarian hospitals and dogs belonging to the city's police department are exempt from dog licensure. (Ord. 1211, 5-10-2010)

5-4-4: GENERAL REGULATIONS OF DOMESTIC ANIMALS:

- A. Rabies Vaccination Required: Every owner or keeper of a **dog**, cat, or ferret kept as a pet over three (3) months of age within the city must have the **dog**, cat, or ferret vaccinated by a licensed veterinarian with an ant rabies vaccine that is currently effective.

A vaccination certificate is valid only for the **dog**, cat, or ferret and owner to which it was issued. A person must not use a rabies vaccination certificate for a different **dog**, cat, or ferret than the one for which it was issued.

A vaccinated **dog**, cat, or ferret shall be revaccinated at intervals not to exceed the effective duration of the vaccination as listed in the compendium of animal rabies control prepared by the National Association Of State Public Health Veterinarians.

- B. Restraint Of **Dogs**: Subject to the exceptions stated in section [5-4-12](#) of this chapter, every owner shall keep his or her **dog** on a leash not greater than sixteen feet (16') in length and under restraint at all times with the exception of the owners property. Owners should take all reasonable steps to secure animals on their property, including but not limited to a fenced enclosure, an electronic perimeter fence for which the dog has been trained, or a chain or lead. The exception is one of the city's designated off-leash dog areas which are as follows:

1. Inside the fenced area of the Heritage Village Park off-leash dog park

- C. Removal Of Animal Feces: Any person having custody or control over any **dog** or cat on any property within the city, other than the property of the **dog** or cat's owner, must have in his or her immediate possession a device for picking up and disposing of **dog** or cat feces, and must pick up and dispose of any and all feces in a sanitary manner. This subsection does not apply to the following:

1. Disabled persons using guide or service **dogs**;

A violation of this subsection is a petty misdemeanor.

- D. Female **Dogs** In Season: Every female **dog** in season shall be confined within a building or secure enclosure in such a manner that it cannot come into contact with another **dog** except for intentional breeding conducted within a building. The female **dog** in season may be taken from the secure area on a secure leash not greater than sixteen feet (16') controlled by a person of sufficient age or into a confined outdoor enclosure on the owner's property in order for the **dog** to urinate and/or defecate. Female dogs in heat are not authorized to utilize any of the city's designated off leash dog areas.

E. General Duty Of Owners: Every owner or keeper of a dog must exercise reasonable care and take all necessary steps and precautions to protect other people, property, and animals from injuries or damage which might result from the dog's behavior. When approaching another person, the dog must be brought beside the person having custody and close control maintained.

F. Stopping An Attack: Animal control authority who witness an attack by an animal upon a person or another animal may take whatever action the animal control authority deem to be appropriate to end the attack and prevent further injury to the victim(s). (Ord. 1211, 5-10-2010)

5-4-5: SEIZURE AND IMPOUNDMENT OF ANIMALS:

- A. Impounding Facility: The city council may maintain a municipal impound facility or may designate as the municipal impound facility a suitable kennel or veterinary hospital either within or outside the city limits of the city. The keeper of the impound facility shall provide an account of any and all impound fees received on behalf of the city. .
- B. Impound Facility Reporting: The keeper of the impound facility shall provide a monthly written report providing the following information: the animals impounded; the duration of the impoundment; and the method of disposal of each animal. The impound facility is authorized to turn unclaimed animals in impound over to recognized animal rescue or adoption programs.
- C. Seizure And Impoundment Of Animals: Subject to the exceptions stated in section [5-4-12](#) of this chapter, the animal control authority may seize and impound any animal running at large in the city or any animal found to be in violation of the provisions of this chapter or Minnesota statutes sections 347.50 through 347.565. Upon the impoundment of an animal, the animal control authority must promptly notify the owner of the impoundment in person, by phone or by mail. If the owner is unknown, the city must post a written notice within twenty-four (24) hours of impoundment of the animal at city hall and the Inver Grove Heights police department describing the animal and stating where the animal is impounded. Said notice shall remain posted at city hall and the Inver Grove Heights police department for at least seven (7) days.

An impounded animal displaying a need for medical care may be taken to a veterinarian for emergency treatment. The owner of the animal is responsible for payment of expenses incurred as a result of the veterinarian's treatment. Based on the severity of illness or injury to impounded animal, the chief of police may authorize humane destruction.

- D. Impoundment After Biting Human: Every doctor or other person who treats a person for an animal bite shall report to the Inver Grove Heights police department the name and address of any person treated for an animal bite inflicted within the city. The owner or keeper of any **dog** or other animal that bites any person where the bite breaks the person's skin or the bite requires treatment by a doctor, and the person bitten or his or her parent or guardian must report the incident to the Inver Grove Heights police department within twenty-four (24) hours of the bite. The **dog** or other animal shall immediately be confined for a period of not less than ten (10) days in a veterinary hospital or on the owner's premises, as directed by the animal control authority. Subject to the exceptions stated in section [5-4-12](#) of this chapter, the animal control authority may refuse to permit confinement on the owner's premises if the animal has previously been found repeatedly running at large or if the animal does not have a currently effective rabies vaccination. If confinement on the owner's premises is permitted, the animal may not be allowed off the premises or in contact with other people or animals during the confinement period, except for medical purposes. If the owner fails to comply with these restrictions, the animal control authority may enter onto the property, seize the animal, and remove it to a veterinary hospital. The owner is responsible for all costs of confinement incurred under this subsection. If, after completion of the ten (10) day impound period, the animal does not have rabies, it may be

released to its owner unless release is otherwise prohibited by another section of this chapter. As a condition of releasing a confined animal, the animal control authority may require that the animal's owner take the animal for an examination by a veterinarian. The impound fee shall be borne by the owner of the animal.

E. Impoundment And Destruction Of Rabid Animals:

1. A dog or animal displaying symptoms of being rabid may be seized at any place or time and confined in the city impounding facility at the owner's expense, until found to be free from rabies.
2. If a dog or other animal appears to be diseased, vicious, dangerous, rabid or has been exposed to rabies, and the dog or other animal cannot be impounded without serious risk of personal injury, the dog or other animal may be destroyed, if reasonably necessary for the safety of a person or persons.

F. Redeeming Impounded Animals: The animal impound facility may not release an animal until it has received authorization to do so from animal control authority and upon fulfillment of the following conditions:

1. Dogs, cats and ferrets are properly inoculated for rabies;
2. Payment by the owner to the impounding facility of the costs of keeping the animal in the pound;
3. Payment of an impounding fee to the city in the amount listed in the city fee schedule;
4. Providing proof of ownership of the animal; and
5. In the case of a dog that resides in the city, proof of a valid license for the dog.

An animal impounded pursuant to Minnesota statutes chapter 343 may be redeemed pursuant to the provisions of Minnesota statutes section 343.235.

A potentially dangerous dog or dangerous dog impounded pursuant to any provision in Minnesota statutes sections 347.50 through 347.565 may be redeemed pursuant to Minnesota statutes sections 347.50 through 347.565 and upon fulfillment of the requirements of section [5-4-6](#) of this chapter.

G. Disposition Of Dangerous or Potentially Dangerous by Owner If the owner of a dog deemed dangerous or potential dangerous elects to dispose of the animal, the owner shall provide the animal control authority with proof of disposition.

H. Disposition Of Unclaimed Animals: If an impounded animal is not reclaimed within seven (7) regular business days after the required notice is given to the owner or posted pursuant to this chapter, the animal shall be deemed to have been abandoned, and the impounding facility may

sell or give the animal to any adult person or shelter program except research institutions. If an abandoned animal is not sold, it may be destroyed in a humane manner. A "regular business day" for purposes of this section means a day during which the impounding facility having custody of the animal is open to the public at least four (4) consecutive hours between eight o'clock (8:00) A.M. and seven o'clock (7:00) P.M.

- I. Costs Of Impoundment: The owner of the animal is responsible for the costs of the impoundment and housing of an impounded animal. (Ord. 1211, 5-10-2010)

5-4-6: DANGEROUS AND POTENTIALLY DANGEROUS DOGS:

A. DUTIES OF OWNER OF POTENTIALLY DANGEROUS AND DANGEROUS DOG

A person who owns or keeps a dangerous dog must comply with the requirements of Minnesota statutes sections 347.50 through 347.565 as may be amended from time to time, and which are adopted and incorporated herein by reference.

B. DESIGNATION OF DOG AS DANGEROUS OR POTENTIALLY DANGEROUS

The animal control authority may determine that a dog is a potentially dangerous dog or a dangerous dog.

C. APPEAL OF DESIGNATION

Upon determination by the animal control authority that a dog is a potentially dangerous dog or dangerous dog, the city shall provide notice of this determination and information regarding the right to a hearing concerning the potentially dangerous dog or dangerous dog declaration to the owner of the dog pursuant to Minnesota statutes section 347.541, subdivision 3. The notice must include all the information required by Minnesota statutes section 347.541 subdivision 3.

The notice declaring the dog potentially dangerous or dangerous shall be delivered or mailed to the owner of the dog or served by posting a copy of it at the place where the dog is kept, or by delivering it to a person residing on the property, and telephoning, if possible.

EXEMPTIONS:

EXCLUSIONS IN DETERMINING DANGEROUS AND POTENTIALLY DANGEROUS DOGS

Dogs not to be deemed dangerous: In accordance with MN Statutes Section 347.51, Subd.5., A dog shall not be deemed to be a potentially dangerous dog or a dangerous dog if the threat, injury, or damage was sustained by a person: 1) who was committing, at the time, a willful trespass or other tort upon the premises occupied by the owner of the dog; 2) who was provoking, tormenting, abusing, or assaulting the dog or who can be shown to have repeatedly, in the past, provoked, tormented, abused, or assaulted the dog; or 3) who was committing or attempting to commit a crime.

D. POTENTIALLY DANGEROUS DOG; REQUIREMENTS

Registration: No person may keep a potentially dangerous dog within the city unless the dog is currently registered as provided in this section. Registration must be completed within fourteen (14) days from the owner's receipt of notice of declaration of potentially dangerous dog unless a timely appeal has been filed. The animal control authority shall issue a certificate of registration to the owner of a potentially dangerous dog if the owner presents sufficient evidence of the following,

Fees: An annual registration fee that shall be included in the City's fee schedule, in addition to the City's licensing fee.

Leash and Muzzle: No person shall permit a potentially dangerous dog to go outside its owner's property unless secured by a leash no longer than six feet (6') in length, with a responsible person in physical control of the leash.

Confinement: While on its owner's property, potentially dangerous dogs must be confined to the yard by kennel, fence, or leash. Electronic perimeter fences shall not be allowed for the confinement of potentially dangerous dogs.

Signs: An owner of a potentially dangerous dogs within the city may be required to display a sign easily readable by the public using the words "Beware of Potentially Dangerous Dog" including a warning symbol to inform children. The determination for whether or not potentially dangerous dog signage is required will be based on the severity and circumstances of the attack prompting the designation. ~~In addition, a similar sign is required to be posted on the kennel of such animal.~~

Microchip: Proof of implantation of the microchip identification in compliance with state law.

Dog Park: Dogs deemed potentially dangerous by this or any other political subdivision are prohibited from obtaining an animal pass for the city's dog park.

Inspection: An annual inspection for compliance of the owner's property will be performed by the Police Department

It shall be unlawful for the owner of a potentially dangerous dog to fail to comply with the requirements set forth in this section. Any dog found to be the subject of a violation of this section shall be subject to immediate seizure and impoundment in accordance with this chapter.

E. DANGEROUS DOG; REQUIREMENTS

Registration: No person may keep a dangerous dog within the city unless the dog is currently registered as provided in this section. Registration must be completed within fourteen (14) days from the owner's receipt of notice of declaration of dangerous dog unless a timely appeal has been filed. The animal control authority shall issue a certificate of registration to the owner of a dangerous dog if the owner presents sufficient evidence of the following, which are required by Minnesota statutes sections 347.50 through 347.565:

Fees: An annual registration fee that shall be included in the city's fee schedule, in addition to the city's licensing fee.

Leash and Muzzle: No person shall permit a dangerous dog to go outside its owner's property unless secured by a leash no longer than six feet (6') in length, with a responsible person in physical control of the leash. The dog must also be muzzled to prevent biting.

Confinement: While on its owner's property, dangerous dogs must be confined to the yard by kennel, fence, or leash. Electronic perimeter fences shall not be allowed for the confinement of dangerous dogs.

Signs: All owners of dangerous dogs within the city must display a sign easily readable by the public using the words "Beware of Dangerous Dog." In addition, a similar sign is required to be posted on the kennel of such animal. A warning symbol to inform children that there is a dangerous dog on the property must also be displayed. The uniform symbol must be the uniform symbol provided by the commissioner of public safety. The animal control authority will provide the warning symbol for a fee as set forth in the city fee schedule.

Microchip: Proof of implantation of the microchip identification in compliance with state law.

Notification of property owner: A person who owns a dangerous dog and who rents property from another where the dog will reside must disclose to the property owner prior to entering the lease agreement and at the time of any lease renewal that the person owns a dangerous dog that will reside at the property.

Dog Park: Dogs deemed dangerous by this or any other political subdivision are prohibited from obtaining an animal pass for the city's dog park.

Tag: A dangerous dog must have a standardized, easily identifiable tag identifying the dog as a dangerous dog and containing the uniform dangerous dog symbol affixed to the dog's collar at all times.

Sterilization: The owner of a dangerous dog must, at the owner's sole expense, sterilize the dog within thirty (30) days of the dog's designation as a or dangerous dog. If the owner does not sterilize the dog, the animal control authority shall seize the dog and have it sterilized at the owner's expense.

Surety Bond Or Insurance Policy: The owner of a dangerous dog must provide a surety bond in a form acceptable to the animal control authority, issued by a surety company authorized to conduct business in Minnesota in the amount of at least three hundred thousand dollars (\$300,000.00), payable to any person injured by the dangerous dog or a policy of liability insurance company authorized to do business in Minnesota in the amount of at least three hundred thousand dollars (\$300,000.00), insuring the owner for any personal injuries inflicted by the dangerous dog.

F. HEARING

Right to Hearing: The owner of any dog declared a potentially dangerous dog or dangerous dog has the right to a hearing by an impartial hearing officer who may be either an impartial employee of the city or an impartial person retained by the city to conduct the hearing.

The owner of the dog appealing must submit a non-refundable hearing fee as set forth in the city fee schedule at the time of the appeal.

Appeal of potentially dangerous dog or dangerous dog designation: The owner of a dog designated by the animal control authority as a potentially dangerous dog or dangerous dog must file an appeal of that designation with the office of the animal control authority within fourteen (14) days of receipt of the notice of declaration of potentially dangerous dog or dangerous dog.

Hearing Scheduling and Conduct: If the owner properly files an appeal of the potentially dangerous dog or dangerous dog designation, the city must hold a hearing within fourteen (14) days after the owner's request.

At the hearing, the owner of the dog shall have an opportunity to present evidence and testimony to support the appeal of the potentially dangerous or dangerous dog declaration. The hearing officer may receive evidence from the animal control authority regarding the initial potentially dangerous or dangerous dog declaration.

G. DECISION

Upon receiving the evidence and testimony, the hearing officer shall uphold or rescind the potentially dangerous or dangerous dog declaration. The hearing officer shall issue a decision on the matter within ten (10) days after the hearing. The decision must be delivered to the owner by hand delivery or registered mail as soon as practical and a copy must be provided to the animal control authority.

The hearing officer may elevate the designation from potentially dangerous to dangerous based on evidence presented at the hearing.

H. DANGEROUS DOG AND POTENTIALLY DANGEROUS DESIGNATION REVIEW

Review of a potentially dangerous dog or dangerous dog designation may be requested annually beginning six (6) months after the dog is declared to be a potentially dangerous or one (1) year after the dog is declared to be a dangerous dog. The owner must present evidence to the animal control authority

or designee that the dog's behavior has changed due to the dog's age, neutering, environment, completion of obedience training that includes modification of aggressive behavior, or other factors. If the animal control authority finds sufficient evidence that the dog's behavior has changed, the authority may rescind the potentially dangerous dog or dangerous dog designation.

I. NOTIFICATION OF CHANGES

The owner of a dog designated as a dangerous dog shall notify the animal control authority in writing if the dog has died, is relocated from its current address, or is being given or sold to another person. The notification must be given in writing within thirty (30) days after the change in ownership or location or the dog's death. If requested by the animal control authority, the owner must execute an affidavit under oath setting forth the circumstances of the dog's death and disposition of the dog, or the complete name, address, and telephone number of the person to whom the dog has been transferred, whichever the case may be.

J. CONFISCATION AND RECLAMATION OF POTENTIALLY DANGEROUS AND DANGEROUS DOGS

The Police Department may summarily seize and impound a potentially dangerous dog or dangerous dog under the following circumstances:

1. The owner fails to validly register the dog under this section within fourteen (14) days of its designation as a potentially dangerous dog or dangerous dog.
2. The owner fails to secure the required liability insurance or surety bond under this section within fourteen (14) days of its designation as a potentially dangerous dog or dangerous dog.
3. The owner fails to keep the dog properly confined.
4. The dog is not properly confined or controlled in accordance with the requirements herein, and under physical restraint of a responsible person as required by this section.
5. The owner fails to sterilize the dog within thirty (30) days of its designation as a potentially dangerous dog or dangerous dog.
6. The owner is convicted of a misdemeanor for violating the provisions of this section and the person is charged with a subsequent violation relating to the same dog. If the owner is convicted of the offense for which the dog was seized, the criminal court may order destruction of the dog and the owner must pay for the costs of confining and destroying the dog.
7. The owner may reclaim a potentially dangerous dog or dangerous dog by presenting proof of compliance with state law and this section to the animal control authority and payment of all costs associated with the confiscation and confinement of the dog, including the impoundment fee set forth in the city fee schedule and impoundment costs. If the owner does not reclaim the potentially dangerous or dangerous dog within seven (7) days, the animal control authority may dispose of the dog and the owner is liable to the animal control authority for the costs incurred in confining and disposing of the dog.

K. DESTRUCTION OF THE DOG IN CERTAIN CIRCUMSTANCES

The animal control authority or its designee may destroy a dog in a proper and humane manner if the dog:

1. Inflicted substantial or great bodily harm on a human on public or private property without provocation;

2. Inflicted multiple bites on a human on public or private property without provocation;
3. Bit multiple human victims on public or private property in the same attack without provocation; or
4. Bit a human on public or private property without provocation in an attack where more than one dog participated in the attack.

The animal control authority must provide the owner of the dog an opportunity for a hearing before an impartial decision maker. The exemptions set forth in section 5-4-12 of this chapter apply to this provision. (Ord. 1211, 5-10-2010)

5-4-7: CARE OF ANIMALS:



The care, health, keeping, shelter, and maintenance of all animals shall conform with the statutory provisions of Minnesota statutes chapters 343 and 346, which are hereby incorporated by reference and adopted as part of this chapter. (Ord. 1211, 5-10-2010)

5-4-8: PROHIBITIONS:

A person must not own or keep any animal that creates or constitutes a public nuisance. A public nuisance is defined as:

- A. Owning or keeping animals that by virtue of the size, number, species, facilities for, and location is offensive because of, but not limited to, odor and noise or is dangerous to the public health, safety, or welfare;
- B. Owning or keeping an animal in the city that unreasonably causes annoyance or disturbance to another person by habitually howling, yelping, barking, or crying. "Habitual howling, yelping, barking or crying" is defined as howling, yelping, barking, or crying for repeated intervals of at least three (3) minutes with less than one minute of interruption that can be heard at a location other than the animal keeper's property. Any such animal is hereby declared to be a public nuisance. No citation for public nuisance arising out of the above described behavior may be issued unless the animal control authority has personally observed such behavior and determined that a violation of this provision has occurred;
- C. An animal that has been the subject of a violation of this chapter more than three (3) times in a twenty-four (24) month period; or
- D. Subject to the exceptions stated in section 5-4-12 of this chapter, an animal running at large within the city limits. (Ord. 1211, 5-10-2010)

5-4-9: COMMERCIAL, COMMERCIAL DAYCARE AND NONCOMMERCIAL KENNELS:

A. License Required: No person shall operate or maintain a commercial kennel, commercial daycare kennel or noncommercial kennel within the city without first obtaining a commercial kennel, commercial daycare kennel, or noncommercial kennel license from the city.

B. Application For Kennel License: An application for a commercial kennel, commercial daycare kennel, or noncommercial kennel license shall be made to the city clerk on the form prescribed by the city. The applicant must provide all the information required on the form, including, but not limited to:

1. The name and address of the owner(s) of the kennel;
2. The address or legal description of the real property where the kennel will be kept;
3. The number of **dogs** proposed to be kept in the kennel;
4. The location of any residential dwellings within one thousand feet (1,000') of the proposed kennel; and
5. Proof that the proposed kennel complies with the requirements of the city's zoning code.

The applicant must pay the fee for a kennel license as set forth in the city fee schedule.

C. Notice To Surrounding Property Owners: Once the city clerk receives a complete commercial kennel, commercial daycare kennel, or noncommercial kennel license from an applicant, the city clerk shall provide written notice of and include a copy of said application to residential property owners located within one thousand feet (1,000') of the proposed kennel location.

D. Construction And Location Standards For Kennels: The owner and operator of a commercial, commercial daycare or noncommercial kennel shall operate the kennel in a neat and sanitary manner. Additionally, the area within which the **dogs** are to sleep, eat, and exercise shall be enclosed completely by a wire mesh fence at least six feet (6') in height of sufficient gauge to ensure the confinement of the **dogs**. A kennel may not be located within five hundred feet (500') of any residential dwelling other than the owner's dwelling. Kennels must comply with all relevant zoning requirements.

E. Review Of Premises And Issuance Of License: No kennel license may be issued until the applicant's property has been inspected and the inspection reveals that adequate safeguards are present to protect the surrounding neighborhood from nuisances and to ensure compliance with

this chapter. The license may include conditions that animal control authority deem reasonably necessary to protect public health and safety and to protect persons on neighboring property from unsanitary conditions, unreasonable noise and odors, and other unreasonable annoyances. A denial of a kennel license application may be appealed to the city council within ten (10) days of notification of the denial. The city council shall hold a hearing to determine whether the denial should be upheld. If the city council reverses the denial, it may impose conditions upon the granting of any commercial, commercial daycare, or noncommercial kennel license.

F. License Modification: The license may be reasonably modified by animal control authority if necessary to respond to changed circumstances. Any modification shall be effective ten (10) days after the mailing of written notice by certified mail to the license holder. The license holder may challenge the modification by contacting the city clerk and requesting a hearing within ten (10) days after the receipt of written notice. A hearing regarding the proposed modification shall be held before the city council.

G. Operation: Every kennel shall be maintained and operated in a neat and sanitary manner. All refuse, garbage, and animal waste shall be regularly removed so as to keep the surrounding area free from obnoxious odors.

H. Duration Of License: A kennel license shall be issued for a period of two (2) years beginning March 1 and ending February 28. Applications for a renewal permit may not be made prior to sixty (60) days before March 1. A late fee, as set forth in the city fee schedule, will be assessed for any late applications. Commencing March 1, 2011, kennel licenses shall be issued in odd numbered years. For those kennels licensed after March 1, 2010, and whose owners are not subject to a penalty for failure to license their kennels, the license fee shall be prorated for the remainder of 2010 through February 28, 2011. Applications for a renewal license may not be made until sixty (60) days before March 1.

I. Inspections: Animal control authority may go onto the premises of licensed kennels at reasonable times to inspect for compliance with this chapter and other relevant laws and regulations. A violation of this chapter or other regulations not corrected within ten (10) days after notice of the violation is served via certified mail on the owner of the kennel shall be grounds for revocation of the license.

J. Revocation Of License: A license may be revoked by the city council for a violation of any condition of a kennel license or for any violation of this section following notice and a hearing as provided for in [title 3, chapter 2](#) of this code. (Ord. 1211, 5-10-2010)

5-4-10: HORSES IN PUBLIC PARKS AND ROADWAYS:

A. Horses In City Parks: No person shall ride a horse or pony in any city park except as permitted in [title 7, chapter 5](#) of this code. (Ord. 1236, 5-23-2011)

B. Horses On Public Roadways²: Every person riding a horse or pony or driving any horse or pony drawn vehicle upon a public roadway shall be subject to those provisions of this code applicable to the driver of a motor vehicle, except those provisions which by their nature do not apply.

No person may ride or drive a horse or pony after sunset and before sunrise upon or across a public roadway without lighting or reflective clothing sufficient to enable a person to see the rider or driver and horse or pony from a distance of one hundred feet (100') away.

C. Interference Prohibited: No person shall interfere with any horse or pony being ridden in a lawful manner. (Ord. 1211, 5-10-2010)

5-4-11: RIGHT OF ENTRY:

Animal control authority are authorized to enter onto any open yard or kennel in which an animal is kept at reasonable times for the purpose of discharging their duties imposed by this chapter where there is a reasonable belief that a violation of this chapter has been committed.

Animal control authority having reasonable cause to believe that a person has or is violating a provision of this chapter or the conditions, limitations, restrictions or prohibitions of any permit or license the city issues under this chapter, may apply to the appropriate authority as prescribed by law for a warrant empowering the animal control authority to enter the dwelling or residence of the owner or keeper of any animal for the purpose of investigating the same and to demand the owner's or keeper's presentation of the animal to the animal control authority. (Ord. 1211, 5-10-2010)

5-4-12: EXCEPTIONS:

Notwithstanding any contrary provision in this chapter, the provisions and requirements relating to keeping animals under restraint and not having animals at large do not apply to the following animals:

- A. Guide or service **dogs** used by disabled persons;
- B. **Dogs** used by city agents or employees in connection with police activities;
- C. Tracking **dogs** used by persons who have obtained the city's prior written permission;
- D. Falcons; and
- E. Racing pigeons. (Ord. 1211, 5-10-2010)

5-4-13: ENFORCEMENT OF THE PROVISIONS OF THIS CHAPTER:

The provisions of this chapter may be enforced by the animal control authority with the assistance of other personnel when appropriate. (Ord. 1211, 5-10-2010)

5-4-14: PENALTY:

Unless otherwise designated, a violation of any provision of this chapter is a misdemeanor. (Ord. 1211, 5-10-2010)

Footnotes - Click any footnote link to go back to its reference.

[Footnote 1:](#) See also section [10-5-7](#) of this code.

[Footnote 2:](#) See also section [6-1-4](#) of this code.

Chapter 5

PARKS AND RECREATION AREAS



7-5-1: CONDUCT IN PARKS AND RECREATION AREAS:

7-5-2: VEHICLES IN PARKS:

7-5-3: BOATS AND RECREATIONAL VEHICLES ON HORNBEAM LAKE:

7-5-1: CONDUCT IN PARKS AND RECREATION AREAS:



A. Purpose And Applicability: The rules in this chapter are enacted to ensure the quiet, orderly, and responsible use and enjoyment of the city's public park facilities. The rules apply in all city parks and recreation areas, unless expressly exempted.

B. Definitions: For the purpose of this chapter, these terms, wherever used in this chapter, shall mean and be interpreted as follows:

ANIMAL: Any cat, dog, mink, ferret, fowl, reptile, bird, or other similar wild or domestic animal.

CITY ADMINISTRATOR: The Inver Grove Heights city administrator or his or her designee(s).

HE/HIS: Shall include masculine or feminine.

PARK/PARK FACILITY/RECREATION AREA: A park, conservation area, playground, beach, recreation center, trail, or any other area in the city owned, leased, operated or used, wholly or in part, by the city, as a park or for active or passive recreational purposes, or which is designated by the city council as a park.

C. Hours Of Operation:

1. Parks and public trails will be open for public use between six o'clock (6:00) A.M. and ten o'clock (10:00) P.M. No person, except employees in the performance of their duties or law enforcement officers, shall be on such property between the hours of ten o'clock (10:00) P.M. and six o'clock (6:00) A.M. except as otherwise permitted in this chapter or pursuant to a permit granted by the city.
2. Any park or any section of any park may be declared closed to the public by the city administrator at any time and for any interval of time, either temporarily or at regular and stated intervals (daily or otherwise), and either entirely or merely for certain uses, if there exists or it is anticipated that there will exist, conditions which prevent safe and practical use of the area. When closed in accordance herewith, any person shall have the right to appeal such decision to the city council at its next regular meeting.
3. Individuals participating in or observing games at lighted athletic fields must exit the field and park by no later than ten thirty o'clock (10:30) P.M.

D. Prohibited Activities: No person shall do any of the following in a park:

1. Distribute or display, or place on vehicles parked within a park, any circulars, cards, or announcements when the intention of such activity is to promote a commercial enterprise.
2. Leave unattended in any park any goods, wares, merchandise, items, recreational apparatuses such as soccer goals, portable basketball hoops, or other articles which interfere with the free use and enjoyment of the park by the public.
3. Sell, solicit, or carry on any business or commercial enterprise or service unless explicitly authorized to do so by a permit issued by the city; provided that refreshments or other articles may be sold by the city or by persons authorized by the city to do so.
4. Destroy, deface, damage, or remove any land, building, or personal property of the city, including, but not limited to, trees, vegetation, ruins, relics, and geological formations.
5. Post, paste, fasten, paint or affix any placard, bill, notice or sign upon any structure, tree, stone, fence, thing or enclosure, other than on a designated billboard, without the written permission of the city administrator.
6. Plant, cut, burn, damage, disturb, or remove any soil, flower, plant, tree, or other vegetation from a park, with the exception of items grown in a person's individual community garden plot and removed by the lessee of the garden plot or his or her designee.
7. Kill, injure, molest, pursue, trap, capture, or remove any wild animal except when necessary to protect the immediate safety of a person or domestic animal, or destroy or damage its habitat. This prohibition does not apply to a law enforcement officer or other persons authorized by the city administrator who are performing official duties.
8. Launch or remove motorboats or other mechanically propelled boats from or across city park property. This section shall not apply to boats being used in an emergency recovery, for emergency training purposes, or for maintenance of waters abutting city park property.
9. Enter into waters adjacent to any city park from or through park property. This prohibition does not apply to law enforcement officers, emergency personnel, or other persons authorized by the city administrator while performing official duties.
10. Throw, deposit, place, or leave in any park or waters thereon any paper, garbage, rubbish, waste, cans, substance, bottles, grass, snow, or refuse of any kind except in receptacles provided for the collection of waste or with written permission from the city administrator. A person must not discard large items or items unrelated to the use of the park facilities into dumpsters or other garbage containers located in a park.
11. Ride a horse or pony except in areas designated and posted for the riding of such animals. The city administrator shall designate and cause the proper posting of those areas in parks where horses and ponies may be ridden. Horses must be maintained under control at all times and shall not be ridden in a manner that endangers the safety or property of any person.

12. Unlawfully interfere with, obstruct, or tend to obstruct or render dangerous for passage any area without first obtaining permission from the city administrator.
13. Shoot or discharge any weapon, including a pistol or bow and arrow, or fireworks, explosives, model rockets, or similar items in a park, or possess any weapon, fireworks, or explosive within a park unless authorized to do so by the city administrator, as part of a city authorized program, by city ordinances, or by state statutes. This prohibition does not apply to law enforcement officers, emergency personnel, or other persons authorized by the city administrator while performing official duties.
14. Possess or bring into a park any pistol, revolver, rifle, shotgun, BB gun, air gun, spring gun, slingshot, bow or other similar weapons except as part of a city authorized program or as otherwise allowed by state or federal law. This prohibition does not apply to law enforcement officers, emergency personnel, or other persons authorized by the city administrator while performing official duties.
15. Use a golf club to hit, chip, putt, drive, or otherwise propel a golf ball or other object, except in designated golfing areas located at the Inver Wood Golf Course or as a part of a city authorized program.
16. Engage in sexual conduct, including sexual intercourse or masturbation.
17. Possess any glass bottles or other glass objects.
18. Use a park shelter at a time when it has been reserved by another.
19. Use or possess any illegal drugs.
20. Feed wild animals or birds except pursuant to a city authorized program.
21. Erect, use, or allow to be used any inflatable structure, including bounce houses and similar structures, without first obtaining a permit from the city.
22. Fail to obey all posted rules and park regulations.
23. Operate a radio, musical instrument, stereo, or other device used for the conveyance of sound in a manner that causes the sound from such device to be plainly audible from a distance of fifty feet (50'). This provision shall not apply to scheduled musical performances authorized by the city occurring in park facilities.
24. Engage in any violent, loud, or other disorderly conduct creating or tending to create a breach of the peace.
25. Enter a posted restricted area. This prohibition does not apply to law enforcement officers, emergency personnel, or other persons authorized by the city administrator while performing official duties.
26. Release any insect, fish, or other wildlife, or introduce within a park any plant, chemical, or other agent potentially harmful to vegetation, with the exception of chemicals permitted by the community garden policies to be used in community garden plots, which may be used by a lessee in his or her rented garden plot.

E. Fires: No person shall start or maintain any fire in a public park, except recreational fires in fire rings, stoves, or fireplaces provided for such purpose, or in portable metal grills, or leave any fire made or used by him or her unextinguished when he or she leaves the park. Portable grills must be placed on a concrete surface. Ashes or coals from any fire must be thoroughly wet before being disposed of in a trash container.

F. Animals: No person shall bring any animal into any park public trail, or public sidewalk unless it is on a leash no more than sixteen feet (16') long . All animals are prohibited , on all athletic fields, courts including within all fenced in athletic areas, and park buildings, . No animal may be off leash in any park except in a designated off leash area. Persons in control of animals within a park must promptly remove and dispose of the animal's waste. The prohibitions in this subsection shall not apply to service animals or to animals kept by the city, under the city's direction, or otherwise permitted by the city administrator. The designated off-leash areas include:

1. Inside the fenced area of the Heritage Village Park off-leash dog park

G. Trails And Sidewalks: On a recreational trail or a sidewalk, a person must:

1. Provide sufficient room for other trail users traveling in the opposite direction;
2. Use caution when passing another user traveling in the same direction;
3. Stay on the improved portion of the trail;
4. When riding a bicycle, yield the right of way to pedestrians and comply with state laws governing the use of bicycles on public roadways; and
5. Obey all official signs and traffic control markings and signals.

H. Camping: No person shall be permitted to camp overnight in any park, nor shall anyone be permitted to park a camper or camp trailer in a park parking lot except during the hours of operation specified in subsection C of this section.

I. Permits: Applications for permits for activities requiring a permit under this chapter must be submitted to the city in accordance with the procedures prescribed by the city administrator. The city administrator may deny a permit application if it is incomplete, not accompanied by a required fee or proof of insurance, or when the proposed activity may adversely affect the public health, safety, or welfare, or the condition of the park facility. The city administrator may add conditions to any permit to mitigate potential adverse effects or to ensure the quiet and orderly use and enjoyment of the park facility. Any person aggrieved by an action of the city

administrator under this section may appeal the action to the city council by submitting a request in writing to the city administrator within ten (10) days after notice of the action.

J. Activity Fees: Where the city charges a fee for an activity or an event occurring within a city park, no person shall participate in that activity or event without first paying the fee for the activity or event; provided, however, the city council by resolution may waive or modify the fee.

K. Large Group Gatherings: No large group gathering may be held at a park without first obtaining a permit from the city for the gathering. "Large group gatherings" are defined as uses or activities which during the course of their operation are likely to attract twenty (20) or more people. (Ord. 1236, 5-23-2011)

L. Alcoholic Beverages¹: No person shall sell, consume, possess, mix or prepare any alcoholic beverages in any city park, including in any parking areas, subject to the following exceptions:

1. If a license is obtained, intoxicating liquor may be sold at Inver Wood Golf Course and may be consumed at Inver Wood Golf Course if purchased from Inver Wood Golf Course, but sale and consumption shall only occur in the areas specifically prescribed in the license. (Ord. 1297, 7-13-2015)
2. Persons of lawful age may possess and consume 3.2 percent malt liquor in South Valley Park but only in or within one hundred fifty feet (150') of the group picnic shelter located in the park, and only in conjunction with an event for which the sponsor has obtained a permit from the city to use the group picnic shelter, and only if the person possessing or consuming the 3.2 percent malt liquor is an invited guest of the event sponsor.
3. Persons of lawful age may possess and consume 3.2 percent malt liquor in Rich Valley Park subject to such rules and regulations as the city council, by resolution, may from time to time impose.

M. Rules, Regulations And Policies:

1. Rules, regulations, and policies applicable to one or more city parks may be adopted from time to time by the city council. The rules and regulations shall be listed in the city code, be prominently posted in the places where they are intended to apply, be listed on the city's website, or be made available for review at city hall.
2. Emergency rules or regulations may be implemented by the city administrator on a temporary basis when deemed necessary in the public interest and shall become effective upon posting in the affected area. Such rules or regulations shall remain in effect for a period not to exceed thirty (30) days.

N. Prohibited Conduct; Penalty: It is unlawful for any person to engage in an act or in any behavior prohibited by this chapter. Violation of any provision of this chapter is a misdemeanor and may be punished as provided in [title 1, chapter 4](#) of this code. Individuals who fail to comply with the rules and regulations in this chapter may be excluded from the use of the park where the violation occurred. The provisions of this chapter may be enforced by city authorized peace officers, officers of the Dakota County sheriff's office, community service officers, and other authorized licensed peace officers. (Ord. 1236, 5-23-2011)

G. In the event of conflicting provisions, the more restrictive provisions shall apply. (Ord. 1098, 11-8-2004; amd. 2008 Code)

10-2-2: DEFINITIONS:

The following words and terms, whenever they occur in this title, are defined as follows:

ACCESSORY DWELLING UNIT (ADU): A subordinate habitable dwelling unit, which has its own basic requirements of shelter, heating, cooking and sanitation, added to or created within a single-family dwelling or detached accessory structure.

ACCESSORY STRUCTURE: See definition of Structure, Accessory.

ACT: The critical areas act of 1973, Minnesota statutes sections 116G.01 to 116G.14, and all amendments thereto.

ADJACENT: Having boundaries that physically touch or adjoin.

ADULT USE: See section [10-15F-2](#) of this title for definition.

AGRICULTURE: The use of land for agriculture purposes, which includes, but is not limited to:

- A. Land that is tilled, cultivated, plowed, or managed in preparation of the soil for planting, seeding, growing, harvesting, production or marketing of flowers, fruits, vegetables, vegetable truck farming, grapes, field crops, row crops, hay, trees, shrubs, bushes, nursery stock, forage, grains, pasture and grazing;
- B. Hydroponics, aquaculture;
- C. Land on which livestock, beef or dairy cattle, poultry, bees, pigs, sheep, goats, donkeys, rabbits, poultry products, apiary products, fish, horses, ponies, including the boarding of horses and ponies (pursuant to the table of allowable uses found in section [10-6-1](#) of this title) and equestrian activities, game birds and waterfowl and deer, on a game farm licensed under Minnesota statutes section 97A.105, are raised, reared, fed, grown, produced, exhibited, marketed (pursuant to the table of allowed uses found in section [10-6-1](#) of this title), boarded (pursuant to the table of allowed uses found in section [10-6-1](#) of this title, and the definition of "commercial horse stable" found in this section) and performed;
- D. The necessary accessory buildings and structures related to the activities listed in subsections A, B and C of this definition; and
- E. Unusable wild land, woodland, wetland and land included in state or federal farm programs.

AIRCRAFT NOISE ZONE: The aircraft noise zones identified in section [10-13F-6](#) of this title and on the zoning map of the city of Inver Grove Heights.

AIRPORT: For purposes of [chapter 13, article H](#) of this title (South St. Paul airport overlay district), the South St. Paul municipal airport (Fleming Field) located generally in section 3, township 27, range 22; and south $\frac{1}{2}$ of section 34, township 28, range 22; Dakota County, Minnesota.

AIRPORT ELEVATION: For purposes of [chapter 13, article H](#) of this title (South St. Paul airport overlay district), the established elevation of the highest point on the usable landing area, which elevation is established to be eight hundred twenty feet (820') above mean sea level.

AIRPORT HAZARD: For purposes of [chapter 13, article H](#) of this title (South St. Paul airport overlay

district), any structure or tree or use of land which obstructs the airspace required for, or is otherwise hazardous to, the flight of aircraft in landing or taking off at the airport; and any use of land which is hazardous to persons or property because of its proximity to the airport.

ALLEY: Any dedicated public way affording a secondary means of vehicular access to abutting property, and not intended for general traffic circulation.

ALTERATIONS: Any change, addition or modification in construction or type of occupancy, any change in the structural members of a building, such as walls or partitions, columns, beams or girders, the consummated act of which may be referred to herein as "altered" or "reconstructed".

ANIMALS, DOMESTIC: Dogs, cats, caged birds, fish, rabbits, domestic ferrets, snakes (nonvenomous and nonconstrictor species), gerbils, hamsters, guinea pigs, white rats, and mice, provided the animal's containment can be accomplished without special modification to an existing structure or the construction of a new structure, either of which requires a building permit from the city.

ANIMALS, FARM AND PERMITTED NONDOMESTIC: Cows, sheep, pigs, deer and other members of the order Artiodactyla except the family Hippopotamidae; horses and other members of the family Equidae; all birds in the class Aves; squirrels and other members of the family Sciuridae; rabbits and other members of the families Didelphiidae and Macroeopodidae; and other animals if the owner can show the animals are not inherently dangerous.

ANIMALS, INHERENTLY DANGEROUS: Animals other than "domestic" and "farm and permitted nondomestic animals", as defined in this section, which are inherently dangerous including, but not limited to, wolves, coyotes, bears, snakes (venomous and constrictor species), skunks, cougars, tigers, and any crossbreeds thereof, or crossbreeds with "domestic" or "farm and permitted nondomestic animals", as defined in this section.

ANTENNA: Any structure or device used for the purpose of collecting or radiating electromagnetic waves including, but not limited to, directional antennas such as panels, microwave dishes, satellite dishes, short wave radios and omnidirectional antennas such as whips.

APARTMENT: A room or suite of rooms with cooking facilities which is occupied as a residence by a single family, or a group of individuals living together as a single-family unit. The term includes any unit in buildings with more than two (2) dwelling units.

ART STUDIO: Workspace for artists or artisans, including individuals practicing and/or teaching one of the fine arts, such as, but not limited to, drawing, vocal or instrumental music, painting, sculpture and writing.

ASBESTOS: Any of six (6) naturally occurring, hydrated mineral silicates: actinolite, amosite, anthophyllite, chrysotile, crocidolite, and tremolite.

ASBESTOS CONTAINING MATERIAL: Material that contains more than one percent (1%) asbestos by weight.

ASH: The incombustible material that remains after a fuel or solid waste is combusted.

ASPHALT OR ASPHALT CEMENT: A mixture of bitumin obtained from native deposits or as a petroleum byproduct used for roofing or paving that is in a solid state at one hundred degrees Fahrenheit (100°F) or less as defined in Minnesota rules section 7151.1200, subpart 4a, which may be amended from time to time.

ASSISTED LIVING FACILITY: Any facility licensed by the state department of human services, public or private, which, for gain or otherwise, regularly provides one or more persons with twenty four (24) hours per day substantive care, food, lodging, training, education, supervision, habilitation, rehabilitation, and treatment they need, but which, for any reason, cannot be furnished in the person's own home.

AUTO AUCTION SALES: The business of warehousing, storing, inspecting, auctioning, and selling operable and inoperable vehicles with general office uses and other activities related to and in connection with the business operation. No dismantling of vehicles occurs on the premises.

AUTO REPAIR, MAJOR: The general repair, rebuilding, or reconditioning of engines, transmissions, differentials, motor vehicles, or trailers, 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 seven thousand (7,000) pounds' gross vehicle weight.

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.

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.

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 tuneups, minor auto repairs, and lubrication, but exclude major auto repair.

BACKWATER: A body of water connected with, but little affected by, the main stream.

BARGE FLEETING AREA: An area on the river, or on off channel, where barges are temporarily parked and secured by onshore tie downs while tows are assembled or broken up.

BARGE SLIP: A dredged or excavated basin, usually adjacent to a wharf, jetty, dock or other cargo handling facility, where barges are brought for the purpose of loading or unloading cargo.

BASEMENT: A. A portion of a building located partly underground but having half or more of its floor to ceiling height below the average grade of the adjoining ground.

- B. In floodplains, a "basement" means any area of a structure, including crawl spaces, having its floor or base subgrade below ground level on all four (4) sides, regardless of the depth of excavation below ground level.

BEAUTY/BARBER SHOP: Any commercial establishment, including residences, wherein cosmetology or barbering is offered for compensation. A beauty/barber shop may only operate in a residence if it meets the definition of "home occupation" found in this section, it satisfies the performance standards found in section [10-15-26](#) of this title, and it has first been issued a conditional use permit by the city council.

BED AND BREAKFAST: A house, or portion thereof, where short term lodging rooms and meals are provided. The operator of the bed and breakfast shall live on the premises.

BIORETENTION: A landscaped area typically located at the edge of parking lots and may have an underdrain present where stormwater runoff is directed for filtering and discharge to other stormwater features.

BLUFF: A topographic feature such as a hill, cliff, or embankment having the following characteristics (an area with an average slope of less than 18 percent over a distance for 50 feet or more shall not be considered part of the bluff; in the Mississippi River critical area overlay district, a "bluff" is defined as a "bluff line" and is found below):

- A. Part or all of the feature is located in a shoreland area;
- B. The slope rises at least twenty-five feet (25') above the ordinary high water level of the water body;
- C. The grade of the slope from the toe of the bluff to a point twenty-five feet (25') or more above the ordinary high water level averages thirty percent (30%) or greater; and
- D. The slope must drain toward the water body.

BLUFF IMPACT ZONE: A bluff and land located within twenty feet (20') from the top of a bluff.

BLUFF LINE: A line delineating the top of a slope connecting the points at which the slope becomes less than eighteen percent (18%). More than one bluff line may be encountered proceeding landward from the Mississippi River.

BOARD: The board of adjustments and appeals¹.

BOATHOUSE: A structure designed and used solely for the storage of boats or boating equipment.

BODY ART ESTABLISHMENT: Any structure or venue, whether permanent, temporary, or mobile, where body art is performed. Mobile establishments include vehicle mounted units, either motorized or trailered, and readily movable without disassembling and where body art procedures are regularly performed in more than one geographic location.

BUILDING: Any structure, temporary or permanent, used or intended for supporting or sheltering any use or occupancy.

BUILDING HEIGHT: The vertical distance measured from the established grade at the front of the house to the highest point of the roof surface for flat roofs, to the deck line of mansard roofs and to the average height between eaves and ridge for gable, hip and gambrel roofs. If more than fifty percent (50%) of the lowest level walls are exposed, then the building height shall be measured from the lowest floor elevation.

BUILDING LINE: A line parallel to a lot line or to the ordinary high water level of a water body or river at the minimum required setback beyond which a structure may not extend.

BUILDING, MAIN OR PRINCIPAL: A building in which is conducted the principal use of the lot on which it is situated.

BUSINESS: Any occupation, employment or enterprise wherein merchandise is exhibited or sold, or

where services are offered for compensation.

CAR WASH: A building or area that provides facilities for washing and cleaning motor vehicles, which may use production line methods with a conveyor, blower, or other mechanical devices, and which may employ some hand labor.

CHURCH: A building, together with its accessory buildings and uses, where persons regularly assemble for religious worship and which building, together with its accessory buildings and uses, is maintained and controlled by a religious body, organized to sustain public worship.

CITY: The city of Inver Grove Heights.

CITY FORESTER: The forester hired by the city of Inver Grove Heights.

CLEAR CUTTING: A. The removal of an entire stand of trees.

B. In the Mississippi River critical area overlay district, "clear cutting" means the removal of twenty five percent (25%) or more of the canopy massing of a stand of trees and shrubs.

CLINIC: A building or portion of a building containing offices and facilities for providing state licensed medical, dental, psychiatric and other healthcare services for outpatients only.

CLUSTERING/CLUSTER HOUSING: The development pattern and technique whereby structures are arranged in closely related groups to make the most efficient use of the natural amenities of the land.

COMMERCIAL GREENHOUSE: A retail business where the primary operations are the selling of landscaping and plant materials grown on site either in an enclosed building or outside.

COMMERCIAL HORSE STABLE: See definition of Horse Stable, Commercial.

COMMERCIAL KENNEL: See definition of Kennel, Commercial.

COMMERCIAL PLANNED DEVELOPMENT: For the purposes of [chapter 13, article A](#) of this title, a commercial planned development is a planned development of a mix of commercial uses.

COMMERCIAL USE: The principal use of land or buildings for the sale, lease, rental or trade of products, goods, and services.

COMMON SPACE: For townhouse development, means all of the land that is owned in common by all of the townhouse unit owners.

COMMUNITY GARDEN: An area of land that is managed and maintained by a group of three (3) or more individuals (either within or outside of an organization) that do not own or dwell upon the land to grow and harvest food crops and/or nonfood ornamental crops such as flowers for personal use, group use, consumption or donation. Community gardens may be divided into separate distinct plots for cultivation respectively by different individuals or different groups of individuals and/or may be farmed collectively by members of the same group and may include common areas maintained and used by group members.

COMPOST FACILITY: A site used to compost or co-compost solid waste, including all structures or processing equipment used to control drainage, collect and treat leachate, and storage areas for the incoming waste, the final product, and residuals resulting from the composting process.

COMPOSTING: The controlled microbial degradation of organic waste to yield a humus like product.

COMPREHENSIVE PLAN: The City Comprehensive Plan.

CONCRETE: A material consisting of a coarse and fine aggregate bound by a paste of cementitious material and water, with admixtures added to achieve various properties, which then sets into a hard and rigid substance as defined in Minnesota Rules section 7005.0100, subpart 4d, which may be amended from time to time.

CONDITIONAL USE: See definition of use, conditional.

CONDOMINIUM: See definition of dwelling/dwelling unit: condominium.

CONSTRUCTION PRODUCT DEBRIS: Waste building or construction products and materials in a solid, cured state, containing no liquids, that are derived from or result from the manufacture or fabrication of building and construction products and materials, excluding receptacles containing, or that once contained, any solvents, paints, varnishes, adhesives, tar, sealants, cleaning compounds and other similar materials.

CONVENIENCE STORE: Any retail establishment offering for sale primarily prepackaged food products, household items, gasoline, and other petroleum products.

COOPERATIVE: See definition of dwelling/dwelling unit: cooperative.

COUNCIL: The City Council of the City of Inver Grove Heights, Minnesota.

COVER MATERIAL: Material approved by the MPCA that is used to cover compacted solid waste in a land disposal site. Important general characteristics of good cover material are low permeability, uniform texture, cohesiveness, and compatibility.

CURB LEVEL: The grade elevation established per the approved utility plans of the curb in front of the center of the building. Where no curb level has been established, the engineering staff shall determine a curb level or its equivalent for the purpose of this title.

DNR: The Commissioner of the Department of Natural Resources, or the appropriate staff.

DATA CENTER: A facility used primarily to house computer systems and associated components, such as telecommunication and storage systems, that are used for the storage, management, and dissemination of data and information pertaining to a business or businesses.

DAYCARE FACILITY: Any State licensed facility, public or private, which, for gain or otherwise, regularly provides one (1) or more persons with care, training, supervision, habitation, rehabilitation, or developmental guidance on a regular basis, for periods of less than twenty four (24) hours per day. "Daycare facilities" means a nonresidential program under Minnesota Statutes section 245A.02, subdivision 10.

DAYCARE FACILITY, IN-HOME: Any State licensed facility where childcare is provided to twelve (12) children or less in the principal residence as regulated by Minnesota Statutes.

DAYCARE FACILITY, MULTIPLE-FAMILY: Any State licensed facility where childcare is provided to thirteen (13) to sixteen (16) children as regulated by Minnesota Statutes.

dBA: A unit of sound pressure level weighted by use of the A metering characteristics and weighting as specified in the American National Standards Institute "Specification for Sound Level Meters" (ANSI S 1.4-1983), which is hereby incorporated by reference; dBA is also referred to as an A-weighted decibel.

DECK: A horizontal, unenclosed platform, with or without attached railings, seats, trellises, or other features, attached or functionally related to a principal use or site.

DEMOLITION DEBRIS: Solid waste resulting from the demolition of buildings, roads, and other manmade structures including concrete, brick, bituminous concrete, untreated wood, masonry, glass, trees, rock, and plastic building parts. Demolition debris does not include asbestos waste.

DEVELOPMENT: In the Mississippi River Critical Area Overlay District, means the making of any material change in the use or appearance of any structure or land including, but not limited to: a reconstruction, alteration of the size or material change in the external appearance of a structure on the land; a change in the intensity of the use of the land; alteration of a shore or bank of a river, stream, lake or pond; a commencement of drilling (except to obtain soil samples), mining or excavation; demolition of a structure; clearing of land as an adjunct to construction; deposit of refuse, solid or liquid waste or fill on a parcel of land; the dividing of land into two (2) or more parcels.

DEVELOPMENT PERMIT: In the Mississippi River critical area overlay district, means a building permit, excavation permit, discharge permit, permit for dredging, filling or altering any portion of a watercourse; plat approval, rezoning, certification, variance, conditional use permit or other action having the effect of permitting any development.

DEVELOPMENT PLAN: In the sand and gravel zoning district, a plan guiding development of the property to the ultimate land use after the sand and gravel operation has ceased. Such plan shall include, but is not limited to, site analysis information, deposit analysis, master plan, quantities and staging plan.

DISCHARGE ONTO SITE: Causing effluent or other liquids emanating from a development to percolate into the subsoil or be caused to flow over a site.

DISPOSAL FACILITY: A waste facility permitted by the MPCA that is designed or operated for the purpose of disposing of waste on or in the land, together with any appurtenant facilities needed to process waste for disposal or transfer to another waste facility.

DISPOSAL OR DISPOSE: The discharge, deposit, injection, dumping, spilling, leaking, or placing of any waste into or on any land or water so that the waste or any constituent thereof may enter the environment or be emitted into the air, or discharged into any waters, including groundwaters.

DRINKING ESTABLISHMENT: A commercial establishment dispensing alcoholic beverages for consumption on the premises where the preparation of food may or may not be provided, including restaurants and supper clubs.

DRIVEWAY: A private road that connects a house, garage, or other building with the street.

DWELLING, ATTACHED: One that is joined to another dwelling or building at one or more sides by a party wall or walls.

DWELLING, DETACHED: One that is entirely surrounded by open space on the same lot with no common party walls.

DWELLING/DWELLING UNIT: A. A building, or one or more portions thereof, occupied or intended to be occupied exclusively for residential purposes, which includes a bathroom and complete toilet facilities, which are arranged, designed or used as living quarters for one family or household, but not including rooms in motels, hotels, nursing homes, boarding houses, nor trailers, tents, cabins, trailer coaches, recreational vehicles, or any type of lodging rooms. A one-family detached dwelling shall include a manufactured home, as defined in this section, provided the manufactured home has received HUD certification and meets the construction and safety standards promulgated by the United States department of housing and urban development (HUD) in effect at the time application is made for a building permit. All one-family, detached dwellings, including manufactured homes that meet the definition of dwelling, shall comply with the following:

1. A permanent, full perimeter foundation system that complies with the Minnesota state building code.
 2. Sheet metal siding is not permitted.
 3. Siding shall be at least six inches (6") above finished grade.
 4. A minimum width of twenty-four feet (24').
 5. A minimum of one thousand (1,000) square feet of usable floor area for human habitation, excluding garage space.
- B. Subsection A2 of this definition shall not apply to approved earth sheltered homes. Dwellings other than manufactured homes shall comply with the Minnesota state building code. Manufactured homes shall comply with the HUD standards in effect at the time application is made for building permit and with the Minnesota state building code insofar as the foundation is concerned.
- C. There are two (2) principal types of "dwelling units", single-family and multiple-family. Multiple-family dwelling units are grouped into two-family, duplex, twin home, townhouse, condominium, cooperative and apartment groups.

Condominium: A form of individual ownership within a multi-family building with joint responsibility for maintenance and repairs of the common property. In a condominium, each apartment or townhouse is owned outright by its occupant, and each occupant also owns a share of the land and other common property.

Cooperative: A multi-unit development operated for and owned by its occupants. Individual occupants do not own their specific housing unit outright as in a condominium, but they own shares in the total enterprise.

Multiple Dwelling Unit Building/Apartment: A residential building containing three (3) or more dwelling units, most commonly occupied by tenants in a rental arrangement, with common walls, and separate housekeeping and cooking facilities for each.

Single-Family Dwelling: A freestanding residence structure designed for or occupied by one family only. In addition to a single family occupying a single-family dwelling, supervised student housing may occupy the dwelling as an interim use subject to:

1. Up to eight (8) students, with the number determined by the formula in the interim use section of this code, under the general supervision of the single family occupying the dwelling, pursuant to a

program sponsored by an organization, holding a tax status of 501(c)(3) that promotes education provided students are participating in an educational program located in Dakota County.

Townhouse: Three (3) or more horizontally attached townhouse dwelling units, separated by party walls, and shall not exceed eight (8) such townhouse dwelling units per structure.

Twin Home: A building designed exclusively for or occupied exclusively by no more than two (2) families living independently of each other, with each unit located on a separate, single parcel of record, with the party wall separating the units acting as a dividing line.

Two-Family Dwelling Or Duplex: A residence designed for or occupied by two (2) families only, with separate housekeeping and cooking facilities for each.

DWELLING SITE: A designated location for residential use by one or more persons using temporary or movable shelter, including camping and recreation vehicle sites.

DYNAMIC DISPLAY BILLBOARD: A billboard or portion thereof that displays static or dynamic text, images, graphics, or pictures where the message change sequence is accomplished by any method other than physically or mechanically removing and replacing the sign face or its components, whether the apparent movement or change is in the display, the sign structure itself, or any other component of the billboard. This includes a display that incorporates a technology or method allowing the sign face to change the image without having to physically or mechanically replace the sign face or its components. This also includes, but is not limited to, any rotating, revolving, moving, flashing, blinking, projecting, or other animated display and any display that incorporates rotating panels, light bulbs, fiber optics, LED lights manipulated through digital input, "digital ink", or any other method or technology that allows the sign face to present a series of text, images, or displays.

EASEMENT: A grant by an owner of land for a specific use by persons or agencies other than the owner.

EFFICIENCY UNIT: A dwelling unit with one primary room which doubles as a living room, kitchen, and bedroom.

ENCLOSURE: Any structure of lumber, building blocks or similar materials, constructed at a value of less than the minimum for which a building permit is required, and intended to provide shelter.

ENERGY RECOVERY FACILITY: A site used to capture the heat value of solid waste for conversion to steam, electricity, or immediate heat by direct combustion or by first converting it into an intermediate fuel product. Municipal solid waste combustors are included in the definition of energy recovery facilities.

EQUAL DEGREE OF ENCROACHMENT: A method of determining the location of floodway boundaries so that floodplain lands on both sides of a stream are capable of conveying a proportionate share of flood flows.

ESSENTIAL SERVICES: Services provided by public and/or private utilities, necessary for the use of principal structures. These services include underground, surface, or overhead gas, electrical, steam, water, sanitary sewer, stormwater drainage, and communication systems and accessories thereto, such as poles, towers (except that telecommunications towers are regulated under [chapter 15, article G](#) of this title), wires, mains, drains, sewers, pipes, conduits, cables, fire alarm and police call boxes, traffic signals, hydrants, and similar accessories in connection therewith, but not including any other essential service buildings. In the Mississippi River critical area overlay district, "essential services" also does not include transmission services.

ESSENTIAL SERVICES BUILDINGS: Buildings necessary for the provision of essential services, including, but not limited to, telephone exchange stations, booster or pressure regulating stations, wells and pumping stations, elevated tanks, lift stations and electrical power substations, provided no building shall be located within fifty feet (50') from any lot line of an abutting lot in an R or E district.

ESTABLISHED RESIDENTIAL NEIGHBORHOOD IN A BUILT UP URBAN AREA (ERN-BUUA) (Or Established Residential Neighborhood): For purposes of [chapter 13, article H](#) of this title (South St. Paul airport overlay district), means an area, which, if it existed on or before January 1, 1978 (for low density structures and lots) and an area which, if it existed on or before July 2, 1979 (all other land uses), shall be considered a conforming use that shall not be prohibited except as provided in subsection [10-13H-3B5](#) of this title, "Exemptions For Established Residential Neighborhoods". The following criteria shall be applied and considered in determining what constitutes an "ERN-BUUA":

- A. Location of the South St. Paul airport;
- B. Nature of the terrain within safety zones A and B;
- C. Existing land uses and character of the neighborhood around the South St. Paul airport;
- D. Population of the community;
- E. That the average population density in all areas within one mile of any point on a runway of the South St. Paul airport be equal to or greater than one dwelling unit per acre;
- F. Population density near the South St. Paul airport compared with population density in other areas of the community;
- G. The age and the economic, political and social stability of the neighborhood and the community as a whole;
- H. The proximity of supporting school, commercial, religious, transportation and other facilities and their degree of integration with residential land uses;
- I. Presence or absence of public utilities including, but not limited to, public sanitary sewer system, electric service and gas mains;
- J. Whether or not the factors listed in subsections H and I of this definition tend to make the community surrounding the South St. Paul airport a self-sufficient unit;
- K. Whether the area within one mile of the perimeter of the South St. Paul airport property would be considered primarily residential in character; and
- L. Other material factors deemed relevant by the governmental unit in distinguishing the area in question as established, residential, urban and built up.

EXCAVATION: A. Any breaking of ground, except common household gardening and ground care.

- B. In the sand and gravel zoning district, the removal, filling with, or storage of rock, sand, gravel, clay, black dirt or other similar material.

EXCAVATION PERMIT: A permit issued by the city to remove, excavate or store rock, sand, dirt, gravel, clay or other like material.

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

FACILITY: In integrated resource management overlay districts, means the land, structures, monitoring devices, and other improvements on the land used for monitoring, treating, processing, storing, or disposing of solid waste, leachate, or residuals from solid waste processing.

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

FARM: A tract of land that is principally used for agricultural activities.

FEEDLOT: A confined, unenclosed area where there is no vegetation for the feeding, breeding, raising or holding of livestock, where livestock manure can accumulate and where there is no vegetation growing on the site.

FENCE: Any partition, structure, wall or gate erected as a divider, marker, barrier or enclosure and located along the boundary or within the required yard.

FLOOD: A temporary increase in the flow or stage of a stream or in the stage of a wetland or lake that results in the inundation of normally dry areas.

FLOOD FREQUENCY: The frequency for which it is expected that a specific flood stage or discharge may be equaled or exceeded.

FLOOD FRINGE: That portion of the floodplain outside of the floodway. Flood fringe is synonymous with the term "floodway fringe" used in the flood insurance study for the city of Inver Grove Heights.

FLOODPLAIN: The beds proper and the areas adjoining a wetland, lake or watercourse that have been or hereafter may be covered by the regional flood.

FLOODPROOFING: A combination of structural provisions, changes, or adjustments to properties and structures subject to flooding, primarily for the reduction or elimination of flood damages.

FLOODWAY: The bed of a wetland or lake and the channel of the watercourse and those portions of the adjoining floodplain that are reasonably required to carry and discharge the regional flood.

FLOOR AREA: The sum of the horizontal areas of each story of the building measured from the interior faces of the exterior walls. The floor area measurement is exclusive of areas of unfinished attics, attached garages, breezeways and enclosed and unenclosed porches.

FOREST LAND CONVERSION: The clear cutting of forested lands to prepare for a new land use other than reestablishment of a subsequent forest stand.

FRONTAGE: That boundary of a lot that abuts a street.

FRONTAGE ROAD: A local road or street auxiliary to and located on the side of a highway for service to abutting property and adjacent areas and for control of access.

GALLERY OR ART GALLERY: A room or structure in which original works of art or limited editions of original art are bought, sold, loaned, appraised or exhibited to the general public.

GARAGE, PRIVATE: An accessory building or accessory portion of the principal building which is intended for and used to store the private passenger vehicles of the family or families resident upon the premises.

GARAGE, PUBLIC: Any building or premises, except those used as a private or storage garage, used for equipping, repairing, hiring, selling or storing motor driven vehicles.

GARBAGE: Discarded material resulting from the handling, processing, storage, preparation, serving and consumption of food.

GOVERNING BODY: City council of Inver Grove Heights.

GRADE: The average of the finished level at the center of the exterior walls of the building.

GREEN WASTE: Food scraps, soiled and nonrecyclable paper packaging, pet waste, disposable diapers, and organic sludges.

GROUP HOME, MULTIPLE-FAMILY: A state licensed residential facility serving from seven (7) through sixteen (16) persons.

GROUP HOME, SINGLE-FAMILY: Either a state licensed residential facility serving six (6) or fewer persons or a state licensed group family daycare facility to serve fourteen (14) or fewer children. Any residential facility whose purpose is to treat juveniles who have violated criminal statutes relating to sex offenses shall not be considered a single-family group home.

HARDSHIP, UNDUE: Where property cannot be put to reasonable use under the conditions allowed by the official controls, the plight of the landowner is due to circumstances unique to his property, not created by the landowner, and a variance, if granted by the city council, will not alter the essential character of the locality. Economic considerations alone shall not constitute an undue hardship if a reasonable use for the property exists under terms of the official controls.

HAZARDOUS WASTE: Any refuse, sludge, or other waste material or combinations of refuse, sludge or other waste materials, in solid, semisolid, liquid, or contained gaseous form which, because of its quantity, concentration, or chemical, physical or infectious characteristics, may: a) cause or significantly contribute to an increase in mortality or an increase in serious irreversible or incapacitating reversible illness; or b) pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, or disposed of, or otherwise managed. Categories of hazardous waste materials include, but are not limited to: explosives, flammables, oxidizers, poisons, irritants, and corrosives. Hazardous waste does not include source, special nuclear, or byproduct material as defined by the atomic energy act of 1954, as amended. Determination of whether a waste is a hazardous waste shall be made in accordance with the procedures, criteria and lists set forth in Minnesota rules [chapter 7045](#) and code of federal regulations title 40, parts 260 and 261. In any circumstances where there is a conflict between state rules and federal regulations regarding determination of hazardous waste, the more stringent provision shall apply.

HEALTHCARE FACILITY: An institution providing health services primarily for human inpatient medical or surgical care for the sick and injured and including related facilities such as laboratories, outpatient, departments, training facilities, central services facilities, and staff offices that are an integral part of the facilities.

HEIGHT: For the purpose of determining the height limits in all airport zones set forth in [chapter 13, article H](#) of this title and shown on the zoning map, the datum shall be mean sea level elevation unless otherwise specified. See also definition of Building Height for a definition not related to airport regulations.

HERITAGE TREES: Healthy, large, hardwood trees which equal or exceed twenty seven inches (27") dbh and large coniferous trees which equal or exceed twenty four inches (24") dbh which have been determined to be of high value because of their type, size (diameter at breast height [dbh]), age or other professional criteria. A tree in fair or better condition must meet the following criteria:

- A. A life expectancy of greater than ten (10) years.
- B. A relatively sound and solid trunk with no extensive decay or hollow.
- C. No major insect or pathological problem.
- D. A lesser size tree can be considered a heritage tree if a certified forester determines it is a rare or unusual species or of exceptional quality.

HISTORIC PRESERVATION: The protection by various means of buildings or other structures, land areas, or districts that are identified by the Minnesota State Historical Society or the National Register of Historic Places.

HOME OCCUPATION: See subsection [10-15-26B](#) of this title for definition.

HOMEOWNERS' ASSOCIATION: An incorporated nonprofit organization operating under recorded land agreements through which:

- A. Each lot and/or homeowner is automatically a member;
- B. Each lot is automatically subject to a charge for a proportionate share of the expenses for the organization's activities, such as maintaining a common property; and
- C. The charge, if unpaid, becomes a lien against the property.

HORSE STABLE, COMMERCIAL: A building or structure and/or land whose operator boards more than three (3) horses other than his own.

HOTEL: A building that provides a common entrance, lobby, halls and stairway and in which twenty (20) or more people can be, for compensation, lodged with or without meals.

IMPERVIOUS SURFACE: That surface of the lot: a) which has been covered or has been physically altered and b) that contains a constructed hard surface, which would prevent or retard the entry of water into the soil and cause water to run off in greater quantities or at an increased rate of flow than prior to development. Examples include concrete, asphalt, pavers, permeable pavement systems and various compacted materials including aggregate, limestone, gravel driveways, gravel parking areas, gravel storage areas and recycled bituminous. Buildings, rooftops, sidewalks, patios, driveways, parking areas, storage areas, tennis and basketball courts, covered decks and decks with an impervious surface below and any other structure shall be included for the purpose of calculating maximum lot coverage. Exception: Decks with grass, bare ground or other natural porous surfaces below will not be considered when calculating lot coverage percentage.

INCINERATOR: A furnace or container for burning solid waste to ash.

INDUSTRIAL INCINERATOR ASH: The ash generated from a commercial, industrial, manufacturing, or service establishment incinerator.

INDUSTRIAL SOLID WASTE: All solid waste generated from an industrial or manufacturing process and solid waste generated from nonmanufacturing activities such as service and commercial establishments. Industrial solid waste does not include office materials, restaurant and food preparation waste, discarded machinery, demolition debris, municipal solid waste combustor ash, or household refuse.

INDUSTRIAL SOLID WASTE LAND DISPOSAL FACILITY: A site used to dispose of industrial solid waste in or on the land.

INDUSTRIAL USE: Within the Mississippi River critical area overlay district, this includes, without limitation, factory, office building, warehouse, elevators, material transfer site, pipeline, refuse and material storage areas.

INDUSTRY, HEAVY: A use engaged in the basic processing and manufacturing of materials or products predominately from extracted or raw materials.

INDUSTRY, LIGHT: A use engaged in the manufacture, predominately from previously prepared materials, of finished products or parts.

INFECTIOUS WASTE: Waste originating from the diagnosis, care, or treatment of a person or animal that has been or may have been exposed to a contagious or infectious disease. Unless the materials have been rendered noninfectious by procedures approved by the state commissioner of health, infectious waste includes:

- A. All wastes originating from persons or animals placed in isolation for control and treatment of an infectious disease;
- B. Bandages, dressings, casts, catheters, tubing, and similar disposable items which have been in contact with wounds, burns, anatomical tracts, or surgical incisions and which are suspect of being or have been medically verified as infectious;
- C. All infectious anatomical waste, including human and animal parts or tissues;
- D. Infectious sharps and needles;
- E. Laboratory and pathology waste of an infectious nature; or
- F. Any other waste, as defined by the state commissioner of health, which, because of its infectious nature, requires handling and disposal in a manner prescribed for subsections A through E of this definition.

INFILTRATION BASIN/TRENCH: An area that allows storm water rainfall/runoff to gradually seep into the ground.

INFILTRATION RAINGARDEN: Landscaped garden designed and planted to receive and infiltrate storm water runoff.

INTENSIVE VEGETATION CLEARING: The removal of fifty percent (50%) or more of the canopy massing of trees, grasses or shrubs in a contiguous patch, strip, row, or block.

INTERIM USE: A temporary use of a property until a particular date, until the occurrence of a particular event, or until zoning regulations no longer permit the use. Interim uses will only be allowed where the zoning expressly permits such interim uses.

KENNEL, COMMERCIAL: Any place where four (4) or more dogs over the age of six (6) months are kept for the primary purpose of commercial breeding, keeping, harboring or selling of dogs. A commercial kennel does not include animal hospitals, clinics, and other premises operated by a licensed veterinarian exclusively for the care and treatment of animals.

KENNEL, COMMERCIAL DAYCARE: Any place where dogs are kept for the primary purpose of commercial pet sitting or "doggie daycare", provided all of the following are met:

- A. Limited to a maximum of twenty (20) dogs on site at any one time.
- B. No outdoor runs or kennels allowed.
- C. The requirement and location of any outside fenced area, if any, shall be determined by the council.
- D. Dogs shall be on a leash not greater than sixteen feet (16') and handled by an employee at all times when outside the building during the animal's stay.
- E. An employee shall remain on site at all times animals are on the premises including overnight.
- F. Dogs shall be kept inside at all times except when exercised by an employee.
- G. Designated bathroom area shall be cleaned daily.

10-15H-4-8: PETS:

No owner or person in charge of any dog, cat or other pet animal shall permit same to run at large or commit any nuisance within the manufactured home park at any time. All pets must be on a **leash** not greater than sixteen feet (16') at all times when out of doors or kept within an approved fenced area. (Ord. 1098, 11-8-2004)

2005

PUBLIC COMMENTS

Eric Carlson

From: Karen Freer <sun_y426@yahoo.com>
Sent: Thursday, February 14, 2019 10:11 AM
To: Eric Carlson
Subject: Comment on potential open leash policy for Siedl and Sleepy Hollow Parks

One of my favorite parks to take our grandchildren to in Inver Grove Heights is Sleepy Hollow park. The playground, basketball and volleyball courts are great.

Our grandchildren can run and play there freely. It is tucked away from busy streets and we enjoy watching the wildlife around the pond.

It would be a shame to create a place there for off leash dog play and training. We have dogs and when we walk the trails we keep them on a leash. Why increase the risk that a child could be bitten or attacked by a dog?

According to a study from the Center For Disease Control (CDC)¹, approximately 4.7 **million** dog bites occur in the **United States** each year, and 800,000 of those bites result in medical care. The U.S. **population** is approximately 325.7 **million** people as of 2017. That means a dog bites 1 out of every 69 people. Nov 29, 2018

There are plenty of other places that dog owners can take their dogs for off leash play and training. Let's leave these two parks alone and let them remain fun, safe places for kids to play.

Thank you for reading this email and sharing it with the city council members that will vote on this proposal.

Sincerely, Karen Freer

Sent from Yahoo Mail on Android

Eric Carlson

From: COLLEEN JOYCE <cleancall1@comcast.net>
Sent: Friday, February 1, 2019 8:48 AM
To: Eric Carlson
Subject: Sleepy Hollow and Seidl's Lake Park

I am writing in regards to your correspondence of January 28. I am a resident of the Lafayette Town homes and I am not in favor of a basketball court in Seidl's Lake Park area. This open area is used all the time in the summer with kids playing tag, pick up games of soccer, whiffle ball and flying kites. With the playground coming in it surely will bring more people. I think if you put in a 1/2 basketball court it will attract teenagers and young adults and we will have all kinds of cars parked on Blaine Avenue and they would hang out after hours. I am not in favor of a basketball court.

In regards to off leash dog park in this area, I do not feel it is a good idea. Who is going to police it, people come from all over as I am a dog owner and have used the South St. Paul dog park regularly and I see people not watching their dogs, not picking up after their dogs and dogs getting into it because no matter how nice your dog is when there is a group of dogs they become a pack and well they are animals. I think space is an issue too. With the new dog park opening this summer let us try that out.

Thank you for letting give my opinion and if I can come to one of the meetings I will.

Eric Carlson

From: Chelly Dufour <tallchelly@hotmail.com>
Sent: Friday, February 1, 2019 12:05 PM
To: Eric Carlson
Subject: Dog Owner Feedback

Eric;

I received your letter yesterday regarding changes to Sleepy Hollow and Seidl's Lake Park. I'm providing feedback on Sleepy Hollow Park since I use that park almost every single day to walk my dog.

I am happy to purchase a Dog Park Pass but would be against purchasing an electric collar for my 10-year-old dog.

I've used the park almost daily for 13 years and have only once had an issue with a person who did not have friendly dogs that were off leash. 99.9% of the people that use this park are so great and we all enjoy the off-leash option and use it responsibly. I love the trail system, the outdoors and the option to let my dog wander and meet other great dogs. Everyone is very responsible for their dogs and they leash them whenever necessary. I do not see a need to purchase electric collars if dogs are truly under voice command. While I understand that some people have different ideas of what voice command is, I feel confident that any one of us could approach a person along the trail and talk to them about leashing their dog if need be.

Feel free to contact me with any questions.

Chelly Dufour
8324 Cooper Way
Inver Grove Heights, MN 55076
612-805-6968

Eric Carlson

From: Steve & Tammy Benke <sjtpbenke@comcast.net>
Sent: Sunday, February 3, 2019 1:04 PM
To: Eric Carlson
Subject: Sleepy Hollow input

Eric Carlson,

Thanks for soliciting feedback about potential changes to two IGH Parks.
We live near Sleepy Hollow Park and we're in favor of the off leash dog rules as mentioned in the letter to residents.

Sincerely,
Steve and Tammy Benke

Eric Carlson

From: dennis tatarek <nettatarek@msn.com>
Sent: Sunday, February 3, 2019 2:08 PM
To: Eric Carlson
Subject: Comment on Potential Electric Collar Policy

Dear Eric Carlson,

I received a letter in the mail regarding the dog leash law and thoughts of using an electronic collar for dogs off leash. My dogs, Diesel, a Newfoundland, and Dusty, an Old English Sheepdog, have been through three levels of obedience training, and have already been wearing an electronic collar while off leash for nine and six years respectively. These dogs have walked off leash, along with their e-collar, most of their life.

That is why I and my dogs would like to thank everyone who took the consideration to think of the people who put the effort and time into their dogs to train them effectively. Those with well trained dogs, who have been walking off leash for years, were of course affected by the new leash law. However, I believe this would be a happy medium for a compromise to work around the law. I for one have already been using an e-collar, and walk my dogs primarily around Sleepy Hollow Park and Sleepy Hollow Trails. Thus, this would prove no issue with me and only accommodate my needs to keep my dogs happy on their walks. These dogs are well behaved and cleaned up after regularly. Furthermore, I believe anyone who is walking their dogs off leash would keep my same standards to their own dogs.

Again, thank you for your consideration,

Annette Tatarek, Diesel, & Dusty

Eric Carlson

From: Darcie Pierson <TDPierson@hotmail.com>
Sent: Wednesday, February 20, 2019 7:10 PM
To: Eric Carlson
Subject: Sleepy Hollow off leash

Mr. Carlson,

I live at 8315 Cooper Way E in Inver Grove Heights, about 1/2 block from Sleepy Hollow Park. I take my 9 yr old and 1 yr old there routinely, it is our playground and "walking park". My 9 yr old likes to use the basketball court, whether it's tracking a turtle on the paved court that he discovered basking in the sun or trying to shoot on a "big guy hoop". My little one loves the play equipment and can now climb to the slide but doesn't yet have the courage to go down by himself.

I am OPPOSED to making SLEEPY HOLLOW OFF LEASH.

We always pass dogs on our ventures to Sleepy Hollow and they're typically leashed. 9 times out of 10 the dog pulls towards me and my stroller, trying to investigate what is in the seat and sniffing incessantly. The owner usually tugs them back and tries to veer to opposite side of the path, and I do the same by hopping one side of the stroller wheels up on the grass. Most dog walkers are decent about controlling their dogs. It's the 1 out of 10 that will hurt someone and why we should not allow off-leash dogs at PLAYGROUND parks. These playgrounds draw children. I understand the open area is nice to throw a ball to a dog. So is a meadow, field or dog park.

If you allow off-leash dogs at Sleepy Hollow, someone will get hurt and the neighboring homes will have random dogs in their yards.

I urge the Parks Commission and City Council to vote against allowing off-leash dogs at Sleepy Hollow or any playground park.

Sincerely,
Darcie Pierson
8315 Cooper Way E
Inver Grove Heights, MN 55076

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CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

CONSIDER THIRD READING OF ORDINANCES AMENDING CITY CODE 5-5-6, 5-5-12, AND 5-9-2 CONCERNING NUISANCE NOISE, CREATION OF A NEW CHAPTER 14 TO TITLE 4 CREATING A PERMIT FOR A LARGE ASSEMBLY, AND CREATION OF A NEW CHAPTER 15 TO TITLE 4 CONCERNING EXCESSIVE CONSUMPTION OF CITY SERVICES

Meeting Date: February 25, 2019

Item Type: Community Development/Police

Prepared by: Joshua Otis, Commander

Reviewed by: Sean Folmar, Interim Police Chief

Contact: 651-450-2528

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

Council is requested to approve the **third** reading of ordinances amending 5-5-6, 5-5-12, and 5-9-2 concerning nuisance noise and creation of new Chapters 14 and Chapter 15 to Title 4 Concerning Large Assembly and Excessive Consumption respectively.

SUMMARY

Community Development and Police Department staff have been collaborating on the following three ordinances:

- 1) **Nuisance Noise:** The proposed ordinance intends to define better what is considered nuisance noise. Adoption of more defined language provides Police a clearer determination of a violation of this section when responding to calls for service.
- 2) **Large Assembly:** The proposed ordinance creates a permit for a large assembly. For this ordinance, large assembly would be considered an assembly of 200 or more persons on public or private property and a “reasonably anticipated assembly” of 50 or more persons on private property IF the property is leased, rented, bartered or promoted specifically for the event. The permit is administrative and collects a volume of information needed to ensure the public health, safety and welfare are protected. Based on the information submitted, the permit may or may not be approved depending on the ability to reasonably protect the public health, safety, and welfare. This ordinance and administrative permit process would provide the City an ability to safely accommodate events that would not otherwise be allowed per City Code.
- 3) **Excessive Consumption:** The proposed ordinance aims to impose and collect the costs associated with excessive consumption of City inspection and law enforcement services for violations of City Code that are over and above the cost of providing normal inspection and law enforcement services. Costs would be recovered if more than four inspections are generated to the same address within a continuous 12-month period and after four or more verified incidents of nuisance enforcement services. The proposed ordinance provides for notice before incurring excessive consumption costs and an appeal process for the imposition of these fees. Excessive consumption costs would be certified to the property tax and the amounts established by City Council resolution. This ordinance is not anticipated to be utilized often but does provide City staff greater leverage in gaining compliance with property owners of certain problem properties.

All three ordinance drafts were presented to the Council during work session discussions on August 6, 2018, and September 4, 2018. Since those work session discussions, the draft ordinances were sent to the City Attorney for final revisions and acceptance. The ordinances attached reflect the City Attorney comments.

Since the first reading on January 28, 2019, the Excessive Consumption ordinance has been revised to remove an incorrect reference to a State Statute about Charter cities. Since Inver Grove Heights is a Statutory city, a minor revision to the last sentence of the third paragraph of Section 4-15-1 was necessary.

Since the second reading on February 11, 2019, there have been no changes to the ordinances amending 5-5-6, 5-5-12, and 5-9-2 concerning nuisance noise and creation of new Chapters 14 and Chapter 15 to Title 4 Concerning Large Assembly and Excessive Consumption.

Staff will bring forward recommendations on the fees to be established for each of the specific fees outlined in the ordinances;

- 1) Regarding Excessive Consumption of city services
 - a. Excessive Inspection Services fee
 - b. Reinspection fee
- 2) Regarding Large Assemblies
 - a. The nonrefundable permit review and investigation fee
 - b. Cash Escrow fee

ATTACHMENTS

Ordinance Amending City Code Sections 5-5-6, 5-5-12, and 5-9-2 (Nuisance Noise)
Ordinance Creating a New Chapter 14 to Title 4 (Large Assembly)
Ordinance Creating a New Chapter 15 to Title 4 (Excessive Consumption)

**CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY
ORDINANCE NO.
AMENDING CITY CODE
SECTIONS 5-5-6 & 5-9-2
REGARDING NUISANCE NOISE**

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

Section One: Amendment. Section 5-5-6 of the Inver Grove Heights City Code related to nuisances is hereby amended as follows:

5-5-6: NUISANCES:

A. Public Nuisance Defined: A “public nuisance” is a thing, act, occupation, or use of property which:

1. Unreasonably annoys, injures or endangers the safety, health, morals, comfort, or repose of any considerable number of members of the public.
2. Offends public decency.
3. Unlawfully interferes with, obstructs or tends to obstruct or render dangerous for passage any public park, square, street, walk, lane, alley, highway or other public grounds or waters used by the public.
4. In any way renders the public insecure in life or in use of property.
5. Is declared by law to be a public nuisance and for which no specific penalty is provided.
6. Is an Unnecessary Noise as defined in 5-5-12.

B. Misdemeanor Violation: Any person who knowingly causes or creates a nuisance, or permits any nuisance to be created or placed upon or to remain upon any premises owned or occupied by him, is guilty of a misdemeanor.

Section Two: Amendment. Section 5-5-12 related to Unnecessary Noise is hereby added as follows:

5-5-12 UNNECESSARY NOISE

- A. General Rule. No person shall make, continue, permit or cause to be made or continued any loud, unnecessary, unusual noise or any noise within the city that would be likely to annoy, disturb, injure or endanger the comfort, repose, health, peace or safety of a reasonable person of ordinary sensibilities.
- B. Unnecessary Noise Defined. An “Unnecessary Noise” is a noise that:
 1. Creates an amplified sound that is audible above the level of conversational speech at a distance of fifty (50) feet or more from the point of origin of the amplified

Underline reflects new language; ~~strikethrough~~ reflects deleted language

sound. This section would apply to but is not limited to, large assemblies, live music, music from electronic devices, music from motor vehicles, radio, tape player, disc player, loudspeaker, horns, and similar devices.

2. Unless exempted in section 5-5-12C, involves the operation of domestic power equipment, construction and demolition equipment between the hours of 10 P.M. and 7 A.M. during weekdays and 9 pm and 7 am on the weekends and holidays.
3. Is otherwise described in Section 5-9-2.

C. Exemptions: The following noise events are exempt from the provisions under this section:

1. Fire, police, civil defense, or other emergency signaling devices or vehicles.
2. Garbage, refuse hauling and recycling trucks.
3. Noise created exclusively in the performance of emergency work to preserve the public health, safety or welfare, or in the performance of emergency work necessary to restore a public service or eliminate a public hazard.
4. City snow plowing vehicles.
5. Domestic snow removal or lawn cutting equipment when being used as intended.
6. Civic-sponsored parades or festivals lasting no longer than three (3) days and official school district-sponsored athletic events.
7. Anti-theft devices, security alarms, and similar systems, when functioning properly.
8. Church bells, chimes, or other bells, when used for their intended purposes.
9. Public works construction and maintenance activities by federal, state, county or city authorities or their contractors, when approved by the Director of Public Works or their designee.
10. All activities and land uses with specific hours of operation that are regulated and approved by the city through a licensing, permitting or zoning process, as long as the activity or use is operating within the designated parameters.

D. Responsible Party. Any owner, tenant, resident, occupant or manager of a building, property location, site or vehicle, who has the legal authority to control the activities and who knows or has reason to know of the disturbance and fails to immediately take reasonable steps to abate the disturbance is guilty of violating this section.

Section Three: Amendment. Section 5-9-2 of the Inver Grove Heights City Code related to the definitions of public nuisances on a property is hereby amended as follows:

5-9-2: DEFINITIONS:

PUBLIC NUISANCES ON PROPERTY: The following are declared to be public nuisances on property affecting public peace, safety, and general welfare:

S. A violation of section 5-5-12 of this code creating Unnecessary Noise.

Section Four. Effective Date. This Ordinance amendment shall be effective from and after its passage and publication according to law.

Passed this ____ day of _____, 2019.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

**CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY
ORDINANCE NO.
CREATING CHAPTER 14 TO TITLE 4
OF THE CITY CODE
REGARDING LARGE ASSEMBLIES**

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

Section One. Amendment. Creation of a new Chapter 14 to Title 4 of the Inver Grove Heights City Code adding a permit for a Large Assembly.

4-14-1: POLICY, PURPOSE, OBJECTIVE, INTENT:

This chapter is established in order to regulate the assembly of large numbers of persons whose presence in the city can reasonably be anticipated to exceed the capability of the health, sanitary, fire, police, transportation and utility services provided by the city and in order to establish regulations which protect the health, safety and welfare of all persons within the city.

4-14-2: DEFINITION:

For purposes of this section, “large assembly” means a gathering involving more than 50 persons; or actions by one or more persons, the intention of which is to attract and assemble a gathering of persons in excess of 50 at a single time and place for any purpose. Such assemblies may involve a concert, parade, show, festival, carnival, rally, party, street dance, race, or other outdoor activity or celebration that is held on public property, in the right of way or if held on private property, will affect or impact the ordinary and normal use by the general public within the vicinity of the assembly.

4-14-3: PERMIT REQUIRED:

- A. No person shall permit, maintain, promote, conduct, advertise, manage, sell, barter or give tickets to an actual or reasonably anticipated assembly of 200 or more people, whether on public or private property, unless a permit to hold the assembly has been first issued by the city as provided in this article. In addition to the permit required in this section, the applicant must obtain and submit to the city any other state licenses and/or permits necessary to carry on the assembly.
- B. No person shall lease, rent, barter, or promote for some form of remuneration the use of private property for an actual or reasonably anticipated assembly of 50 or more people on said private property, unless a permit to hold the assembly has been first issued by the city as provided in this article. The city may limit the number of events a private property owner may host to protect the health, safety, and welfare of the affected neighborhood and community at large.

4-14-4: PERMIT EXEMPTIONS; APPLICABILITY:

A permit is not required for the following assemblies:

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A. Large assemblies sponsored by the city.

B. Any regularly established, permanent place of worship, stadium, athletic field, arena, auditorium, theatre, city parks/community center, school, community college or other similar permanently established place of assembly.

C. The B.E.S.T. Foundation May Day 5K.

D. Golf tournaments.

E. Non-city sponsored events on city or county park property associated with the use of a facility, building or shelter that requires a permit, as long as proper rental permits and other licenses and permits are obtained.

F. Graduation parties, weddings, or funeral gatherings, if located on property that is used as the principal place of residence of the host of the event.

4-14-5: APPLICATION FOR PERMIT:

The application for a large assembly permit shall be made in writing and filed with either the park and recreation department if a privately sponsored event is planned to be held in any city park, or the police department if the large assembly is to occur at any other location. Application for a large assembly permit shall be made no less than 30 days in advance of the proposed date for the large assembly, upon forms supplied by the city. The application shall contain, the following information:

A. The contact information of the applicant, if an individual; all event partners if a partnership, and all officers of the corporation if the applicant is a corporation.

B. The address and legal description of all property which will be in any way used or occupied by the large assembly.

C. The names and addresses of all persons holding an equitable or legal interest in land, except mortgagees, where the proposed large assembly is to be conducted, together with a written statement of their approval of such use.

D. The names and addresses of all persons with a legal or equitable interest in the land which abuts the subject property.

E. A full description of the nature, purpose, and extent of the proposed large assembly. The event description shall include a description of all entertainment or activities attending the event, such as food service, alcohol service, the use and monitoring of inflatables, amusement rides, activities associated with a body of water, the areas where alcohol will be served, fireworks, stunts, or other exhibitions for the enjoyment of participants.

Underline reflects new language

F. The maximum number of persons that the proposed large assembly may attract at any given time, together with the dates and hours during which the proposed large assembly will be conducted.

G. The full description and information on security plans to be utilized at the proposed large assembly by the applicant, including plans to mitigate access to alcohol by an underage person, if applicable.

H. A full description of plans for sound amplification and sound control to be utilized by the applicant.

I. Plans for any food or other concessions which will be provided or offered for sale, together with the name, address and licensing information of all concessionaires, catering services, food trucks, including licensed liquor establishments.

J. All other information which would be required by any city department required to review the permit application.

K. A traffic management and parking plan, including special requests for the bagging of no parking signs, if requested or required.

L. Permanent or temporary structures that will be utilized for the event, including but not limited to private homes, garages, sheds, or other outbuildings, tents of any size, portable toilets, or other structures.

M. All site clean-up from the event shall be complete within 36 hours from the termination of the large assembly event.

N. The nonrefundable permit review and investigation fee as provided in the city's published fee schedule.

4-14-6: ADMINISTRATIVE FEES:

As a condition of granting a permit, the city may require establishing a cash escrow to be deposited with the city clerk. The cash escrow shall be used to guarantee payment by the applicant of the city's costs for legal, engineering, planning, sanitation, health, traffic control, and other law enforcement services which are directly attributable to the large assembly.

4-14-7: ADMINISTRATIVE REVIEW PROCESS:

Following receipt of the permit application, the receiving department (Parks Department or Police Department) shall direct the permit application to the city department as appropriate for the type of event being planned. The departmental review may include but is not limited to, planning, code compliance, public works, parks and recreation, building inspections, police, and fire, including the fire marshal. Each reviewing department shall ensure an expeditious review of the permit

Underline reflects new language

application, excepting circumstances in which the applicant is required to provide additional information.

4-14-8: CONDITIONS OF APPROVAL:

The city may approve a permit and impose any condition reasonably required to protect the health, safety and welfare of the general public and the persons assembled, including, without limitation, the following elements:

A. A fence, barrier or other enclosure which controls and regulates ingress and egress to and from the assembly with reasonable safety and speed.

B. A potable water supply, meeting all local, state and federal standards for sanitation, quality, and quantity at the rate of one gallon per person per day.

C. Separate enclosed toilets for males and females which meet state and ADA specifications, conveniently located throughout the grounds, in sufficient numbers to meet the state board of health regulations and standards.

D. An efficient and sanitary method of disposing of solid waste at the rate of at least 2.5 pounds per person per day, together with provisions for restoration of the site to its original condition.

E. A lighting plan for safe illumination during the hours of darkness.

F. Security officers, private, off-duty or on-duty state licensed peace officers in sufficient numbers to provide for adequate safety and security of the proposed assembly. Security and traffic control must meet the requirements of all state authorities and approval of the chief of police.

G. An administrative communications control center for communication with the city officials either by messenger or telephone while the large assembly is being operated.

H. Adequately trained medical personnel permitted to practice in the state and sufficient to provide emergency medical care.

I. A parking area off the public right-of-way and inside the proposed large assembly area sufficient to provide parking space for one vehicle per every four persons anticipated unless participants are bused in from another location. Permission for parking from all affected property owners must be obtained — the extent to which street parking may be required to meet the needs of event participants.

J. A fire protection plan to be provided by the applicant, which shall require approval from the fire marshal and fire chief.

Underline reflects new language

K. A severe weather evacuation plan.

L. Copies of descriptions of all proposed advertising to ensure that the proposed advertising conforms with the plans as presented to the city.

M. Any restrictions on sound and sound reproduction and amplification as are necessary to contain unreasonable noise within the enclosed boundaries of the location of the large assembly.

N. A surety bond or other financial guarantee approved as to form by the city and established by the city council in an amount of not less than \$5,000.00 to guarantee performance by the applicant of the conditions imposed by the city in granting the large assembly permit.

O. A comprehensive general liability insurance policy covering any and all damages, claims, or other liabilities arising out of the operation of the large assembly, whether incurred by the city or by any other association or person.

P. Inspection by appropriate city officials before, during, and immediately following the permitted event.

Q. The city may limit the size and duration of the large assembly.

4-14-9: PERMIT DENIAL:

- A. A permit may be denied upon a finding by the appropriate department that the proposed assembly is incompatible with existing land uses or will be detrimental to the public health, safety, and welfare. Factors considered when determining denial include, but are not limited to the following:
1. Zoning ordinance conflicts with adjacent properties
 2. Concerns regarding noise, lighting, traffic, water supply, waste disposal, sanitation, fire hazards, congestion of persons, and the ability to contain the assembly on the site
 3. The potential for damage to adjoining properties.
 4. Lack of adequate parking areas
 5. The applicant fails to agree to abide by or comply with the conditions of the permit
 6. The information contained in the application is false, or there is a material defect or omission in the application
 7. The diversion of too many law enforcement officers to properly police the event
 8. Another permit has already been approved to hold a different assembly at the same time and place or is so close in time as to cause undue traffic congestion or other complications
 9. Other factors affecting the public health, safety and welfare of the public.
- B. In the event the department denies the permit, the applicant may appeal the decision to the city council.

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4-14-10: OVERNIGHT CAMPING:

No person holding a large assembly permit shall permit, and no participant in a large assembly shall remain overnight at the location of a large assembly, except for a reasonable number of persons required for security purposes unless permitted by the city as part of the application process.

4-14-11: ISSUANCE OF PERMIT; ENFORCEMENT:

- A. The large assembly permit shall be issued by the appropriate department only after review by the various relevant city departments. The permit shall contain a statement of all required conditions.
- B. Enforcement of this article and any large assembly permit may take any of the following forms within the discretion of the city:
 - 1. Enforcement by declaring such large assembly to be a public nuisance followed by abatement procedures provided by statute or ordinance.
 - 2. Enforcement by injunction, declaratory judgment, or any other civil remedy by any court of competent jurisdiction.
 - 3. Enforcement by issuing a citation or criminal complaint against persons parking automobiles in violation of this article or any condition of the large assembly permit and the towing of such automobiles at the expense of such persons.
 - 4. Enforcement by disbursing all persons gathered at such large assembly.
 - 5. Enforcement by revoking the large assembly permit, ordering the removal of all large assembly paraphernalia and the disbursing of persons gathered at the large assembly.

Section Two. Effective Date. This Ordinance amendment shall be effective from and after its passage and publication according to law.

Passed this ____ day of _____, 2019.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

Underline reflects new language

**CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY
ORDINANCE NO.
CREATING CHAPTER 15 TO TITLE 4
OF THE CITY CODE
REGARDING EXCESSIVE CONSUMPTION
OF CITY SERVICES**

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

Section One. Amendment. Creation of a new Chapter 15 to Title 4 of the Inver Grove Heights City Code regarding excessive consumption of city services.

4-15-1: POLICY, PURPOSE, OBJECTIVE, INTENT:

The city council finds some property owners take little or no responsibility for the maintenance of their property until the city, through its various inspections programs, has repeatedly ordered them to remedy violations of the City Code. Such property owners create excessive costs for the city that are over and above the normal cost of providing inspection services in the city. Property owners who the city must repeatedly order to remedy Code violations on their property consume a disproportionate share of limited city resources.

It is the intent of the city council, by the adoption of this section, to impose and collect the costs associated with re-inspections and the excessive consumption of city inspection services. The collection of such costs for certain properties shall be by assessment against the real property requiring such excessive inspection or reinspection services, pursuant to Minn. Stats. § 429.101, which authorizes the council to provide for reinspection fees to be collected by special assessment and allows cities to collect the costs associated with the removal or elimination of public health or safety hazards.

The city council also intends, by the adoption of this chapter, to impose on and collect from the owner of a property the city cost for police and law enforcement services which are over and above the cost of providing normal law enforcement services and police protection city-wide, if the said excess costs are spent to abate a nuisance which has occurred, or is maintained and permitted, on the property. The collection of the costs for such excess police services shall be by assessment against the property on which the nuisance, or activity constituting the nuisance, occurs, pursuant to the authority in the City Code empowering the council to abate nuisances and collect the costs of such abatement by special assessment. Nothing herein shall prevent the city from using the authority and procedures in any other provision of the city ordinance or statute, including but not limited to Minnesota Statutes, section 429.101.

4-15-2: DEFINITIONS:

Except as expressly provided in this chapter, words, terms, and phrases used in this chapter have the meanings given to them by this code. In cases where conflicting definitions of a word, term or

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phrase make its precise meaning unclear in its application to particular facts, the city administrator is authorized to resolve the definition. For purposes of this chapter the following terms below have the meanings given them:

ENFORCEMENT OFFICER: a person or employee appointed by the City, such as, code compliance official, chief building official, building inspector, fire marshal/inspector, police officer, and health official who may review or conduct code enforcement inspections or enforcement actions for the city.

EXCESSIVE INSPECTION SERVICES: more than four (4) inspections by city staff generated at any one address for existing or new violations of the City Code within a continuous 12-month period.

EXCESSIVE INSPECTION SERVICES FEE: the fee imposed as herein provided to reasonably compensate and defray the costs otherwise borne by the city for its staff time in conducting "excessive inspection services," as defined, not otherwise necessary, but required due to the condition(s) of the property; the lack of compliance of the property to the applicable code(s) or previous inspection orders, or both. The fee being imposed is an administrative fee, with no connection real or implied to any fine, penalty or abatement expense otherwise imposed, levied, or ordered by the city or a court pursuant to any and all other legal remedies available to the city.

EXCESSIVE POLICE AND NUISANCE ENFORCEMENT SERVICES: those services provided at a specific property address after four (4) or more verified incidents of separate nuisance events had occurred in a prior one hundred eighty-day time period, where notice was provided pursuant to section 4-15-4.

INTERESTED PARTY: any known lessee or tenant of a building or affected portion of a building; any known agent of an owner, lessee, or tenant; any known person holding an unrecorded contract for deed, being a mortgagee or vendee in physical possession of the building; or any other person who maintains or permits a nuisance and is known to the city.

LAST KNOWN ADDRESS: the address shown by Dakota County Property Records or a more recent address known to the police department. In the case of parties not listed in these records, the last known address shall be that address obtained by the police department after a reasonable search. If no address can be found, such address shall be that of the property on which the nuisance occurred, was maintained or permitted.

NUISANCE SERVICE CALL: a response to any activity, conduct or condition occurring within the city that unreasonably annoys, injures, or endangers the safety, health, morals, comfort or repose of any member of the public, or will tend to alarm, anger or disturb others. A nuisance service call may include one or more of the following behavioral incidents:

A. Prostitution or prostitution-related activity committed within the building;

B. Gambling or gambling-related activity committed within the building;

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C. Maintaining a public nuisance in violation of Minnesota Statutes, section 609.74, (1) or (3);

D. Permitting a public nuisance in violation of Minnesota Statutes, section 609.745;

E. Unlawful sale, possession, storage, delivery, giving, manufacture, cultivation, or use of controlled substances committed within the building;

F. Unlicensed sales of alcoholic beverages committed within the building in violation of Minnesota Statutes, section 340A.401;

G. Unlawful sales or gifts of alcoholic beverages by an unlicensed person committed within the building in violation of Minnesota Statutes, section 340A.503, subdivision 2, clause (1), or unlawful consumption or possession within the building by persons under the age of 21 years in violation of Minnesota Statute, Section 340A.503, subdivisions 1 and 3;

H. Unlawful use or possession of a firearm in violation of Minnesota Statutes, section 609.66, subdivision 1a, 609.67, or 624.713, committed within the building;

I. Violation by a commercial enterprise of local or state business licensing regulations, ordinances, or statutes prohibiting the maintenance of a public nuisance as defined in Minnesota Statutes, section 609.74 or the control of a public nuisance as defined in Minnesota Statutes, section 609.745;

J. Actions which constitute a violation of Minnesota Statutes, section 609.72, relating to disorderly conduct; or

K. Actions which constitute a violation of City Code Section 5-5-12 relating to noise regulations.

L. Actions which constitute a public nuisance under local, state, or federal laws.

M. Violation of title 5, chapter 4 regarding animal control.

N. Violation of section 5-5-6 regarding public nuisances.

OWNER: the person or persons who is identified as the property owner of record in the Dakota County Recorder's Office.

REINSPECTION: an enforcement officer has conducted an inspection of the premises, based upon a complaint or otherwise had occasion to view the premises and observed a violation of any provision of the City Code under the jurisdiction of the fire marshal, code compliance officer, or chief building official, has issued a written notice of the violation(s), and then re-inspected the premises to determine compliance with the notice and found that the owner or responsible party had not complied with the written correction notice or orders.

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4-15-3: NOTICE OF EXCESSIVE INSPECTION SERVICES:

A. Written notice of violations. When an enforcement officer conducts an initial inspection of a premises and determines that the property has violations of the City Code, the enforcement officer shall, in addition to any other action the enforcement officer may undertake, serve written notice of the violation or violations in conformance with the requirements set forth in the City Code, and apprise the owner of the required correction measures to bring property into compliance.

B. Notice for the collection of reinspection costs and excessive initial inspection costs. If the enforcement officer intends to collect the city costs for re-inspections and excessive initial inspections, then the written notice provided for in the City Code also must:

1. State that if the violations are not corrected within the time period or periods required in the notice, the city's costs in conducting a reinspection after the due date for compliance will be collected by the city from the owner or owners rather than being paid by the taxpayers; and

2. State that if additional new violations of the City Code under the jurisdiction of the respective enforcement officer are discovered by city enforcement officers within the next following 12 months, the city's costs in conducting any additional inspections at the same location within such 12 months will be collected from the owner or owners rather than being paid by the taxpayers of the city; and

3. State that the city will collect such future costs by an assessment levied against the real property.

4-15-4: NOTICE OF NUISANCE SERVICE CALLS:

A. If the chief of police or his or her designee has reason to believe that a nuisance service call has occurred, or is maintained or permitted in a building or on a property, and intends to seek reimbursement for police services rendered in the future in connection with such nuisance service calls or activities, he or she shall provide a written notice as required in this section to the owner and each interested party.

B. The written notice shall:

1. State that a nuisance has occurred, or is maintained or permitted in the building, and describe and specify the kind or kinds of nuisance which has occurred, or is being maintained or permitted, including the dates of the activity and any persons involved; and

2. Inform the recipient of the notice that (i) he or she has thirty (30) days to abate the conduct constituting the nuisance, and to take steps to make sure that actions constituting a nuisance will not re-occur, (ii) if, after thirty (30) days from the date of service of the notice, the nuisance re-occurs, or actions or conduct constituting a nuisance take place, the city may in its discretion impose the costs of police services in abating or attempting to

abate such nuisance or nuisance-related activities, and (iii) the costs will be collected by assessment against the property.

3. Be served by personal service, or by first-class mail on the owner and all interested parties, at the last known address for each such person or persons.

4-15-5: SUBSEQUENT NUISANCE OR NUISANCE-RELATED ACTIVITY; LIABILITY:

A. If, within the period commencing thirty-one (31) days after a written notice is served pursuant to this chapter and continuing for one (1) year thereafter, a nuisance occurs or is maintained or permitted in the building, and police services are rendered to abate or attempt to abate such nuisance, the costs of providing such police services shall be charged to the property owner and if not paid, shall be assessed against the property and collected as provided in this chapter.

B. The costs for providing excessive police and nuisance enforcement services shall include but are not limited to the gross salaries including all fringes and benefits which are paid by the city of police officers while responding to or dealing with the nuisance or nuisance-related activities, the pro rata cost of all equipment including vehicles, the pro rata cost of police dogs assisting the officers, the cost of repairs to any city equipment and property damaged in responding to such nuisance or nuisance-related activities, the cost of any medical treatment of injured police officers, and all other costs related to providing the excessive police and nuisance enforcement services.

C. The city reserves its rights to seek reimbursement for costs and damages not recovered by assessment against the property through other legal remedies or procedures.

4-15-6: COST OF ENFORCEMENT SERVICES; COLLECTION:

A. Cost records. The enforcement officer shall keep a record of the costs for providing excessive inspection services and excessive police and nuisance enforcement services, the name and address of the owner, the dates of service giving rise to the costs, the observed violations of the City Code or state statute and the total amount of the costs to be collected against the property, and shall report such information to the city finance director.

B. Notice of fee. Upon establishment by an enforcement officer that an excessive inspection service fee or costs for excessive police and nuisance enforcement services have been justified, the enforcement officer shall notify the owner or the responsible party in writing that the fee is due and owing to the city. The enforcement officer shall notify other departments within the city of the imposition of the fee and no permits, inspections or other work shall be authorized at the address or on the property until the fee is paid.

C. Appeal of imposition of fee. Upon receipt of the notice the fee, the owner or responsible party shall have 14 business days to appeal the imposition of the fee by providing written notice to the city administrator. The city administrator shall make a written decision of the appeal and either personally serve it or send it by first class mail to the owner or responsible party. Appeals from a decision of the city administrator shall be made to the city council by providing written notice to

the city clerk within 14 business days after the decision of the city administrator was mailed or served.

4-15-7: EXCESSIVE INSPECTION SERVICES, FEE AND COLLECTION:

A. The city shall be entitled to collect excessive inspection services fees from a property owner.

B. The fee for excessive inspection services shall be established by city council resolution.

C. Uncollected service fees and costs. On or about October 1 of each year, the finance director or their designee shall notify the city council of the uncollected service fees that have been subject to this ordinance yet remain unpaid. Unpaid and/or uncollected fees shall be assessed against the property pursuant to Minn. Stat. § 429.101.

4-15-8: EXCESSIVE POLICE AND NUISANCE ENFORCEMENT COSTS AND COLLECTION:

A. The city shall be entitled to collect excessive police and nuisance enforcement service costs from a property owner.

B. Setting the date of public hearing. On or about October 1 of each year, the city finance director shall notify the city council of the total cost of such excessive police and nuisance enforcement services performed during the previous year and the portion of such costs to be assessed against each property. Upon receipt thereof, the council shall fix a date for a public hearing at which time the council shall consider adopting and levying the service costs. The date of the public hearing shall be at least twenty (20) days after adoption of said resolution.

C. Notice of council hearing. Following the adoption of the resolution provided in paragraph (b) above, the city shall give mailed notice to each property owner and shall publish a notice of the hearing at least two weeks prior to the public hearing. The notice shall state the date, time and place of the hearing, the purpose of the hearing, identify the properties to be assessed, and the costs of service costs.

D. Notice to owner and interested parties. At least ten (10) days before the hearing, notice thereof shall be mailed by first class mail to the owner and any interested party known to the city, at his or her last known address. Such notice shall also inform the recipient of the notice of the procedures in order to appeal the assessment to district court, as required in Minn. Stat. § 429.061.

E. Public hearing; adoption of assessment roll. On the date of public hearing, the council shall consider the adoption of the proposed service costs. The council shall hear all interested parties concerning the proposed costs. At such meeting or at any adjournment thereof, the council may amend the proposed service costs, and shall, by resolution, adopt the service costs as a special assessment against the properties. Special assessments levied hereunder shall be payable in a single installment.

F. Certification to the county for collection with taxes. After adoption by resolution of the service costs, and no later than November 15, the city clerk shall transmit a certified copy of said resolution to the county department of property taxation to be extended on the proper tax list of the county and collected the following year along with current taxes.

4-15-9: PENALTY NOT EXCLUSIVE; ADDITIONAL REMEDIES:

A. The imposition of a penalty under this Code, any ordinance of the city, or any rule or regulation adopted pursuant to this Code, or such ordinance shall not prevent the revocation or suspension of any license or permit issued or granted under this Code or any ordinance of the city.

B. If any violation of this Code, any ordinance of the city, or any rule or regulation adopted pursuant to this Code or such ordinance is designated as a nuisance under the provisions thereof, such nuisance may be abated by the city in addition to the imposition of criminal citations.

C. The conviction of any person for the violation of any section of this Code, of any ordinance of the city, or of any rule or regulation adopted pursuant to this Code or such ordinance and the payment of a fine or the serving of any term of imprisonment as punishment therefor shall not relieve such person from any other duty, responsibility, liability or obligation imposed by law arising from the act or omission constituting such violation.

D. For construction projects where the chief building official, building inspector, or fire marshal has imposed an excessive inspection services fee, the contractor will be billed for such fees and will not be allowed to obtain any additional inspections or new permits until the excessive inspection services fee is paid in full.

E. No Waiver of remedies. Neither the imposition and/or assessment of a fee pursuant to this section shall in any way limit the city's ability to obtain or effect compliance with its Code. The city reserves the right to pursue any and all other legal and equitable remedies it is authorized to pursue by ordinance and or as authorized by state law.

Section Two. Effective Date. This Ordinance amendment shall be effective from and after its passage and publication according to law.

Passed this ____ day of _____, 2019.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

Underline reflects new language

ATTEST:

Michelle Tesser, City Clerk

Underline reflects new language

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

ATTORNEYS AT LAW

TIMOTHY J. KUNTZ
DANIEL J. BEESON
JAY P. KARLOVICH
ANGELA M. LUTZ AMANN
KORINE L. LAND
DONALD L. HOEFT
BRIDGET McCAULEY NASON
TONA T. DOVE
AARON S. PRICE
DAVID L. SIENKO
CASSANDRA C. WOLFGAM
DEBRA M. NEWEL
CASSANDRA J. BAUSTISTA
MATTHEW K. BROKL

MEMO

TO: Inver Grove Heights Mayor and Councilmembers
FROM: Timothy J. Kuntz, City Attorney
DATE: February 21, 2019
RE: Sale of 6.27 Acre Parcel to Dakota County for Training Center
February 25, 2019 Council Meeting

Section 1. Background. At the February 25, 2019 Council meeting, the Council will consider approval of a Purchase Agreement between the City (Seller) and Dakota County (Buyer) for the sale by the City of approximately 6.27 acres to the County for the training center.

Section 2. Salient Provisions. The salient provisions of the Purchase Agreement are:

- a. Purchase Price. The purchase price is \$1,081,864.
- b. Major Contingencies. The major contingencies are that the City has to grant a number of land use approvals such as:
 - Rezone the Real Property to P Public/Institutional from B-3 General Business allowing government use for the SMART Center by April 22, 2019. This is imperative to remain on Buyer's project schedule;
 - Amend the Comprehensive Plan to change the land use from Community Shopping Center (CC) to P Public/Institutional;
 - Allow the Buyer, at the Buyer's cost, to connect to existing water, sewer and fiber optic lines at the Real Property's boundary. Buyer is responsible to pay for the WAC charges, the SAC charges and the hookup and connection fees;
 - Permit by variance the Real Property setback requirements along the TH 52/55 boundary to be equal to those used by the Seller for its fire station project;
 - Waive any requirement that the Buyer must plat the Real Property prior to development or will incur any costs or pay any fees to Seller if the Seller plats the Real Property.;
 - Waive by variance any reforestation requirements for the replacement of trees removed for Seller's development of the Real Property in consideration of the

Buyer's commitment to natural resource protection of property and future completion of a natural resource restoration plan for the Real Property.

- Waive any Park Dedication fee, or any other specialty fees, added to this transaction and development of the Real Property or subsequent review and approval stages for the Buyer's proposed development.
 - Approve a major site plan for the development contemplated by Buyer.
 - Confirmation by the Metropolitan Council that the MUSA boundary has been extended per the SRF layout dated 4/4/2018 (Seller's document).
 - Confirmation by the Metropolitan Council that the Metropolitan Council has approved a Comprehensive Plan change to change the land use from Community Shopping Center (CC) to Public Institutional (P).
 - A report by the Planning Commission pursuant to Minn. Stat. § 462.356, subd. 2 as to whether the sale of the Real Property is consistent with the City's Comprehensive Plan.
- c. Easements and Stormwater Management. The parties also have to come to an agreement concerning creation of the easements and stormwater management. The contingencies in this regard are:
- Declaration or reservation by the City of Inver Grove Heights of Drainage and Utility Easements as mutually determined by Buyer and Seller.
 - Declaration or reservation by the City of Inver Grove Heights of a Fiber Optic Easement as mutually determined by Buyer and Seller.
 - Stormwater Facilities Maintenance Agreement between Buyer and Seller addressing the responsibility for maintenance of stormwater facilities on the Real Property as mutually determined by Buyer and Seller.
- d. Connection Charges. The County is responsible to pay the City for the WAC charges, SAC charges and hookup and connection fees for sewer and water.
- e. Platting. The County is not responsible to plat the property. If the City plats the property all costs associated with the platting will be paid by the City.
- f. Park Dedication. The County is not responsible to pay any park dedication fee.
- g. Timeline. The County is targeting April 22, 2019 as the date for Council consideration of the Comprehensive Plan change and the re-zoning. Since the Metropolitan Council has a moratorium on processing Comprehensive Plan amendments, the Metropolitan Council may not be addressing the amendment for another 90-120 days. As a result the closing date on the transaction is scheduled for on or before July 31, 2019.

Section 3. Council Action. The Council is asked to consider the attached resolution approving the Purchase Agreement.

Attachments

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

RESOLUTION NO. _____

**RESOLUTION APPROVING A PURCHASE AGREEMENT BETWEEN THE CITY OF
INVER GROVE HEIGHTS AND COUNTY OF DAKOTA RELATING TO THE SALE
FROM THE CITY TO COUNTY OF PROPERTY GENERALLY LOCATED AT 9250
COURTHOUSE BLVD., IN INVER GROVE HEIGHTS, MINNESOTA IDENTIFIED AS
DAKOTA COUNTY TAX IDENTIFICATION NUMBER 20-02100-01-020**

WHEREAS, the City of Inver Grove Heights owns approximately 6.27 acres of real property generally located at 9250 Courthouse Blvd., Inver Grove Heights, Minnesota, identified as Dakota County Tax Identification No.'s 20-02100-01-020 described in the Purchase Agreement attached hereto as Exhibit A (the Real Property); and

WHEREAS, the City of Inver Grove Heights (City) has determined that the Real Property is not needed for City public use.

WHEREAS, the County of Dakota (County) wishes to purchase the Real Property for a training center.

WHEREAS, the City (Seller) and the County (Buyer) have negotiated a purchase price of \$1,081,864, together with other terms and conditions.

WHEREAS, the sale transaction is contingent upon the City granting a number of land use approvals, including the following:

- Rezone the Real Property to P Public/Institutional from B-3 General Business allowing government use for the SMART Center by April 22, 2019. This is imperative to remain on Buyer's project schedule;
- Amend the Comprehensive Plan to change the land use from Community Shopping Center (CC) to P Public/Institutional;
- Allow the Buyer, at the Buyer's cost, to connect to existing water, sewer and fiber optic lines at the Real Property's boundary. Buyer is responsible to pay for the WAC charges, the SAC charges and the hookup and connection fees;
- Permit by variance the Real Property setback requirements along the TH 52/55 boundary to be equal to those used by the Seller for its fire station project;
- Waive any requirement that the Buyer must plat the Real Property prior to development or will incur any costs or pay any fees to Seller if the Seller plats the Real Property.;
- Waive by variance any reforestation requirements for the replacement of trees removed for

Seller's development of the Real Property in consideration of the Buyer's commitment to natural resource protection of property and future completion of a natural resource restoration plan for the Real Property.

- Waive any Park Dedication fee, or any other specialty fees, added to this transaction and development of the Real Property or subsequent review and approval stages for the Buyer's proposed development.
- Approve a major site plan for the development contemplated by Buyer.
- Confirmation by the Metropolitan Council that the MUSA boundary has been extended per the SRF layout dated 4/4/2018 (Seller's document).
- Confirmation by the Metropolitan Council that the Metropolitan Council has approved a Comprehensive Plan change to change the land use from Community Shopping Center (CC) to Public Institutional (P).
- A report by the Planning Commission pursuant to Minn. Stat. § 462.356, subd. 2 as to whether the sale of the Real Property is consistent with the City's Comprehensive Plan.

WHEREAS, the transaction is also contingent upon County (Buyer) and City (Seller) mutually agreeing to the following:

- Declaration or reservation by the City of Inver Grove Heights of Drainage and Utility Easements as mutually determined by Buyer and Seller.
- Declaration or reservation by the City of Inver Grove Heights of a Fiber Optic Easement as mutually determined by Buyer and Seller.
- Stormwater Facilities Maintenance Agreement between Buyer and Seller addressing the responsibility for maintenance of stormwater facilities on the Real Property as mutually determined by Buyer and Seller.

NOW, THEREFORE, BE IT RESOLVED by the Inver Grove Heights City Council:

1. The City Council hereby approves the attached Purchase Agreement between the City of Inver Grove Heights (Seller) and County of Dakota (Buyer) for sale of the Real Property at a sale price of \$1,081,864.
2. The Mayor and City Clerk are authorized to sign the Purchase Agreement attached hereto and incorporated herein as Exhibit A.
3. The Mayor and City Clerk are authorized to execute the closing documents referenced in the Purchase Agreement and other such documents that may be related to closing the transaction.

Passed this 25th day of February, 2019.

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Michelle Tesser, City Clerk

EXHIBIT A

Purchase Agreement for Sale of 6.27 Acre Parcel to Dakota County

PURCHASE AGREEMENT

BY AND BETWEEN

**DAKOTA COUNTY
(BUYER)**

AND

**CITY OF INVER GROVE HEIGHTS
(SELLER)**

FOR

PURCHASE OF REAL PROPERTY

IN INVER GROVE HEIGHTS, DAKOTA COUNTY, MINNESOTA

SELLER:

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

BUYER:

Dakota County
Dakota County Government Center
1560 Highway 55
Hastings, MN 55033

AGREEMENT

THIS AGREEMENT is made this 25th day of February, 2019, by and between Seller and Buyer as hereafter defined. Subject to the performance by the Buyer of the provisions and conditions hereinafter set forth, Seller agrees to sell and convey to Buyer and Buyer agrees to accept conveyance of the Real Property. Subject to the covenants, warranties, representations and mutual consideration herein contained, the parties hereby agree as follows:

Section 1. DEFINITIONS.

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

1.2 BUYER. Buyer shall mean the County of Dakota, a political subdivision of the State of Minnesota.

1.3 SELLER. Seller shall mean the City of Inver Grove Heights, a municipal corporation organized under the laws of the State of Minnesota.

1.4 CLOSING DATE. Closing Date shall mean a date determined and agreed to in writing by Buyer and Seller, but no later than July 31, 2019.

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

- a.) Warranty Deed.
- b.) An affidavit by Seller of no judgments, no tax liens and no unrecorded interests.
- c.) Satisfaction of any liens and mortgages on the Real Property.
- d.) All other documents affecting title to and possession of the Real Property and necessary to transfer or assign the same to Buyer by the Warranty Deed.
- e.) An affidavit by Seller that there has been no labor or materials furnished for which mechanic liens can be filed with respect to any labor or materials ordered by Seller.
- f.) Any disclosure required by Minnesota law concerning above ground or below ground tanks.
- g.) Well certificate as required by Minnesota law.
- h.) Any disclosure required by Minnesota law concerning a septic system on the Real

Property.

- i.) Any other documentation required by Dakota County Abstract Company to provide title insurance coverage acceptable to Buyer.
- j.) Declaration or reservation by the City of Inver Grove Heights of Drainage and Utility Easements as mutually determined by Buyer and Seller.
- k.) Declaration or reservation by the City of Inver Grove Heights of a Fiber Optic Easement as mutually determined by Buyer and Seller.
- l.) Stormwater Facilities Maintenance Agreement between Buyer and Seller addressing the responsibility for maintenance of stormwater facilities on the Real Property as mutually determined by Buyer and Seller.

1.6 CLOSING LOCATION. Closing Location shall mean the Offices of DCA Title located at 7373 147th St W #161, Apple Valley, MN 55124.

1.7 CONDITIONS PRECEDENT TO CLOSING BY SELLER. Conditions Precedent To Closing By Seller shall mean the following:

- a.) **ACCURACY OF REPRESENTATIONS.** The representations, warranties, covenants and agreements of Buyer contained in this Agreement or in any written statement memorandum or exhibit that shall be delivered pursuant to this Agreement shall be true in all respects at and as of the Closing Date as though such representations, warranties, covenants and agreements were made at and of the Closing Date.
- b.) **PERFORMANCE.** The Buyer shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by Buyer prior to or at the Closing Date.
- c.) **APPROVAL OF DOCUMENTS.** The form and substance of all certificates, instruments, opinions and other documents delivered by one party to another under this Agreement shall be satisfactory in all reasonable respect to the party to receive the document and its counsel. A condition precedent is that the parties have mutually agreed to a reservation or declaration of drainage and utility easements, a reservation or declaration of a fiber optic easement and a stormwater facilities maintenance agreement.
- d.) **COMPLIANCE WITH COMPREHENSIVE PLAN.** A condition precedent is that the City Planning Commission submit a report to the Council pursuant to Minn. Stat. § 462.356, subd. 2 concerning its findings as to whether the sale of the Real

Property is consistent with the City's Comprehensive Plan.

1.8 CONDITIONS PRECEDENT TO CLOSING BY BUYER. Conditions Precedent To Closing By Buyer shall mean the following:

- a.) **ACCURACY OF REPRESENTATIONS.** The representations, warranties, covenants and agreements of Seller contained in this Agreement or in any written statement memorandum or exhibit that shall be delivered pursuant to this Agreement shall be true in all respects at and as of the Closing Date as though such representations, warranties, covenants and agreements were made at and of the Closing Date.
- b.) **PERFORMANCE.** Seller shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by Seller prior to or at the Closing Date. Prior to or at the Closing Date, Buyer shall have obtained or acted to effect the following:
 - i. Approval by Dakota County Board of Commissioners of a resolution that:
 - a. Accepts and authorizes the terms of this Agreement; and
 - b. Authorizes the execution of documents to effectuate the closing and acceptance of the Warranty Deed;
 - ii. Approval by the City Council of a resolution that:
 - a. Accepts and authorizes the terms of this Agreement; and
 - b. Authorizes the execution of documents to effectuate the closing, including the Warranty Deed.
 - iii. Approval by the City Council of resolutions or ordinances that:
 - a. Rezone the Real Property to P Public/Institutional from B-3 General Business allowing government use for the SMART Center by April 22, 2019. This is imperative to remain on Buyer's project schedule;
 - b. Amend the Comprehensive Plan to change the land use from Community Shopping Center (CC) to P Public/Institutional;
 - c. Allow the Buyer, at the Buyer's cost, to connect to existing water, sewer and fiber optic lines at the Real Property's boundary. Buyer is responsible to pay for the WAC charges, the SAC charges and the hookup and connection fees;
 - d. Permit by variance the Real Property setback requirements along the TH 52/55 boundary to be equal to those used by the Seller for its fire

- station project;
- e. Waive any requirement that the Buyer must plat the Real Property prior to development or will incur any costs or pay any fees to Seller if the Seller plats the Real Property.;
 - f. Waive by variance any reforestation requirements for the replacement of trees removed for Seller's development of the Real Property in consideration of the Buyer's commitment to natural resource protection of property and future completion of a natural resource restoration plan for the Real Property;
 - g. Waive any Park Dedication fee, or any other specialty fees, added to this transaction and development of the Real Property or subsequent review and approval stages for the Buyer's proposed development;
 - h. Approve a major site plan for the development contemplated by Buyer.
- iv. Confirmation by the Metropolitan Council that the MUSA boundary has been extended per the SRF layout dated 4/4/2018 (Seller's document).
 - v. Confirmation by the Metropolitan Council that the Metropolitan Council has approved a Comprehensive Plan change to change the land use from Community Shopping Center (CC) to Public Institutional (P).
- c.) **ABSENCE OF LITIGATION.** No action or proceeding by or before any court or other governmental body shall have been instituted or threatened pertaining to any transaction contemplated by this Agreement or its consummation or the transfer or sale of the Real Property.
 - d.) **APPROVAL OF DOCUMENTS.** The form and substance of all certificates, instruments, opinions and other documents delivered by one party to another under this Agreement shall be satisfactory in all reasonable respect to the party to receive the document and its counsel. A condition precedent is that the parties have mutually agreed to a reservation or declaration of drainage and utility easements, a reservation or declaration of a fiber optic easement and a stormwater facilities maintenance agreement.
 - e.) **ACCEPTANCE BY BUYER.** An express condition precedent is that in Buyer's sole opinion and judgment, the following are found by Buyer to be satisfactory and acceptable to Buyer prior to Closing:
 - 1.) the status of the encumbrances and the marketability of title with respect to the Real Property;

- 2.) the Environmental Contingency referenced in Section 1.9; and
- 3.) the approvals identified in Section 1.8 b. i – v.

1.9 ENVIRONMENTAL CONTINGENCY. Environmental Contingency means that on or before April 15, 2019 Buyer has inspected the Real Property and has determined that the physical condition of the Real Property is in the sole judgment of the Buyer, suitable for Buyer's intended use.

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

- a.) building and zoning laws, ordinances, state and federal regulations;
- b.) utility, road and drainage easements which do not interfere with improvements to the premises; all such easements must be confined by a specific legal description for a specific width of the easement and such easements must not be "blanket" easements that encumber more area than needed for the specific easement purpose;
- c.) easements, restrictions and reservations of record, if any, that are satisfactory and acceptable to Buyer, in Buyer's sole judgment;
- d.) Declaration or reservation by the City of Inver Grove Heights of Drainage and Utility Easements as mutually determined by Buyer and Seller;
- e.) Declaration or reservation by the City of Inver Grove Heights of a Fiber Optic Easement as mutually determined by Buyer and Seller;
- f.) Stormwater Facilities Maintenance Agreement between Buyer and Seller addressing the responsibility for maintenance of stormwater facilities on the Real Property as mutually determined by Buyer and Seller.

1.11 POSSESSION DATE. Possession Date shall mean Closing Date.

1.12 REAL PROPERTY. Real Property shall mean that certain tract of land located in Inver Grove Heights, County of Dakota, State of Minnesota, and legally described as shown on the attached **Exhibit A**, which exhibit is incorporated by reference. The Real Property shall also include all of the right, title and interest of the owner of the property in and to any easements, rights of way, privileges, appurtenances, and right to the same belonging to or inuring to the benefit of the Real Property described on **Exhibit A**.

1.13 SELLER'S WARRANTIES. Seller's Warranties shall mean and comprise the

following:

Seller represents and warrants to Buyer that:

- a.) **AUTHORITY AND ORGANIZATION.** Seller and those designated to sign the documents associated with this transaction are legally authorized to execute all documents on behalf of Seller.

Seller has all requisite power and authority to own, use and sell the Real Property.

Seller has the right, power, legal capacity and authority to enter into and perform its obligations under this Agreement, and, no approvals or consents of any persons other than Seller are necessary in connection with it. Seller has or will by the Closing Date taken all necessary action to authorize the execution of this Agreement and the consummation of the transactions contemplated hereby

- b.) **NO DEFAULT.** Seller is not a party to or bound by any mortgage, lien, lease, agreement, instrument, order, judgment or decree which would prohibit the execution or performance of this Agreement by Seller or prohibit any of the transactions provided for in this Agreement.
- c.) **TITLE.** At Closing Date, Seller will have good and marketable title pursuant to the laws of the State of Minnesota to the Real Property to be conveyed hereunder, subject only to the Permitted Encumbrances. At Closing Date, the Real Property will not be subject to a contract or other agreement of sale or subject to security interests, mortgages, encumbrances, liens (including income, personal property and other tax liens) or off-sets, claims, reductions or charges of any kind or character.
- d.) **LITIGATION.** There is no suit, action, arbitration or legal, administrative or other proceeding or governmental investigation pending or, to the best knowledge of Seller, threatened, against or affecting Seller with respect to the Real Property.
- e.) **FULL DISCLOSURE.** None of the representations and warranties made by Seller or made in any exhibit hereto, certificate or memorandum furnished or to be furnished by them, or on their behalf, contains or will contain any untrue statement of material fact or omit any material fact the omission of which would be misleading.
- f.) **NO CONDEMNATION NOTICE.** Seller has not received any other notice of condemnation proceedings against the whole or any part of the Real Property.
- g.) **NO UNDERGROUND TANKS.** To Seller's best knowledge, there are no underground fuel tanks or other underground tanks on the Real Property. To Seller's best knowledge, there is an underground petroleum pipe on the Real Property.

- h.) **NO WASTE.** To the Seller's best knowledge, the Real Property is free of Waste and Hazardous Substances. To Seller's best knowledge the soil and ground of the Real Property are free from any spills, deposits, contaminations or seepage of Waste and Hazardous Substances and free from any Release of any Waste and Hazardous Substances.
- i.) **NO PETROLEUM LEAKAGE.** To Seller's best knowledge with respect to Petroleum, natural gas, natural gas liquids, liquefied natural gas, and synthetic gas usable for fuel or mixtures thereof, the Real Property is free of such liquids, gases and substances and have not been used for the generation, treatment or disposal thereof. To Seller's best knowledge, the soil and ground of the Real Property are free from any spills, deposits, contamination or seepage thereof and free from any Release of any Petroleum.
- j.) **NO VIOLATION OF ENVIRONMENTAL LAWS.** To Seller's best knowledge, the Real Property is not in violation of any Environmental Laws.
- k.) **NO BOUNDARY DISPUTES.** There are no boundary disputes relating to the Real Property.
- l.) **NO UNRECORDED AGREEMENTS.** There are no unrecorded agreements, covenants, leases, rights of first refusal or options to purchase concerning the Real Property.

1.14 BUYER'S WARRANTIES. Buyer's Warranties shall mean the following:

- a.) **AUTHORITY AND ORGANIZATION.** Buyer and those designated to sign the documents associated with this transaction are legally authorized to execute all documents on behalf of Buyer. Buyer has the right, power, legal capacity and authority to enter into and perform its obligations under this Agreement, and, no approvals or consents of any persons other than Buyer are necessary in connection with it. Buyer has or will by the Closing Date taken all necessary action to authorize the execution of this Agreement and the consummation of the transactions contemplated hereby.

1.15 HAZARDOUS SUBSTANCE. Hazardous Substance means any of the following:

- a.) Any commercial chemical designated pursuant to the Federal Water Pollution Control Act, under United States Code, title 33, Section 1321(b)(2)(A);
- b.) Any hazardous air pollutant listed pursuant to the Clean Air Act, under United States Code, title 42, section 7412;

- c.) Any hazardous substance, pollutant or contaminant regulated under the Comprehensive Environmental Response Compensation and Liability Act as amended, 42 U.S.C. 9601 et. seq. (CERCLA); and hazardous substance, pollutant or contaminant regulated under similar Minnesota environmental laws;
- d.) Any hazardous waste under Minnesota laws;
- e.) Pesticides regulated under the Federal Insecticide, Fungicide and Rodenticide Act, as amended, 7 U.S.C. Section 136 et. seq. (FIFRA);
- f.) Asbestos, polychlorinated biphenyls (PCBs), toxic substances, and other substances regulated under the Toxic Substances Control Act, as amended, 15 U.S.C. section 2601 et. seq. (TSCA);
- g.) Source material, special nuclear material, by product materials, any other radioactive materials or radioactive wastes however produced, regulated under the Atomic Energy Act, as amended, 42 U.S.C. section 2011 et. seq. or the Nuclear Waste Policy Act of 1982, as amended, 42 U.S.C. section 10101 et. seq.;
- h.) Industrial process and pollution control wastes, which are hazardous within the meaning of the Resource Conservation And Recovery Act, as amended 42 U.S.C. Section 6901 et. seq. (RCRA);
- i.) Any hazardous material under the Hazardous Materials Transportation Act, 49 USCS Appx. Section 1801 et. seq.;
- j.) Any hazardous material listed in Code of Federal Regulation Title 49, Section 172.101;
- k.) Any pollutant or contaminant as defined by 42 U.S.C. Section 9601.

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

1.17 PETROLEUM. Petroleum means any of the following:

- a.) gasoline
- b.) fuel oil
- c.) kerosene

- d.) any petroleum distillate
- e.) any petroleum residual
- f.) diesel fuel
- g.) oil
- h.) ethanol.

1.18 CONSTRUCTION DEBRIS. Construction Debris means construction debris as defined by Minn. Stat. § 115A.03.

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

1.20 INDUSTRIAL SOLID WASTE. Industrial Solid Waste means industrial waste as defined by Minn. Stat. § 115A.03.

1.21 MIXED MUNICIPAL SOLID WASTE. Mixed Municipal Solid Waste means mixed municipal solid waste as defined by Minn. Stat. § 115A.03.

1.22 SOLID WASTE. Solid Waste means solid waste as defined by Minn. Stat. § 115A.03.

1.23 HAZARDOUS WASTE. Hazardous Waste means hazardous waste as defined by Minn. Stat. § 115B.02.

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

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

1.26 SEWAGE SLUDGE. Sewage Sludge means sewage sludge as defined by Minn. Stat. § 115A.03.

1.27 WASTE. Waste means, jointly and severally, the following:

- a.) Hazardous Substances
- b.) Hazardous Waste

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

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

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

Section 2. CONSIDERATION. Seller, in consideration of the mutual promises and covenants herein contained, agrees to convey the Real Property to Buyer in the manner and at the times set forth in this Purchase Agreement. Buyer, in consideration of the mutual promises and covenants herein contained, agrees to pay Seller the sum of One Million Eighty-One Thousand Eight Hundred Sixty-Four Dollars (\$1,081,864) on the Closing Date by wire transfer.

Section 3. OBLIGATION TO PROVIDE WARRANTY DEED. Subject to performance by the Buyer of the Agreement herein, the Seller agrees to execute and deliver the Warranty Deed, subject only to the Permitted Encumbrances. The Real Property shall be free of any lien, mortgage, charge, or lease.

Section 4. REAL ESTATE TAXES. Seller shall pay all real estate taxes payable prior to the year of closing, plus any penalty and interest.

With respect to real estate taxes payable in the year of closing, the Seller warrants that the Real Property is tax exempt and no real property taxes are owed.

Section 5. SPECIAL ASSESSMENTS. Except for the special assessment installment, if any payable in year of closing, Seller shall pay at time of closing all levied special assessments, including the installment of special assessments due and payable prior to the year of closing. With respect to special assessments payable in the year of closing, such special assessments will be prorated to the date of closing with the Seller paying the special assessments attributable for the time frame on and prior to the Closing Date and Buyer paying the special assessments attributable for the time frame after the Closing Date. Buyer shall be responsible for and shall assume any unlevied pending special assessments, if any.

Section 6. PURCHASE OF REAL PROPERTY "AS IS". It is agreed and understood that the Buyer will be inspecting the Real Property (including the possibility of conducting a Phase I Environmental Assessment at Buyer's sole cost and expense) and that the Buyer will be purchasing the Real Property in its "AS IS" condition with no warranties or representations by the Sellers as to its condition, *except as stated in the Seller's Warranties.*

Buyer, at Buyer's sole cost and expense, will have the opportunity to conduct a Phase I Environmental Assessment and any other environmental tests that it desires, and is aware of or has had the opportunity to make itself aware of any Waste or Hazardous Substances on the Real Property and is aware of or has had the opportunity to make itself aware of any Petroleum, natural gas, natural gas liquids, liquefied natural gas, and/or synthetic gas usable for fuel or mixtures thereof on the Real Property.

Prior to April 15, 2019, Buyer, at its sole cost and expense, may obtain a Phase I Environmental Assessment of the Real Property. Seller agrees to cooperate in the preparation of the Phase I Environmental Assessment and to accurately respond to any questions and inquiries that are posed to Seller relating to preparation of Phase I Environmental Assessment. Seller agrees to make the Real Property available for on-site and field inspections. In the event any Hazardous Substances, Waste, Petroleum products, or other environmental conditions are discovered on the Property, Buyer's obligation hereunder shall be governed as set forth under section 10. Seller shall have no obligation to remove any substances identified by the Buyer as a result of the Phase I (or otherwise) so as to make the Real Property acceptable to Buyer, however, Seller shall have the option (in its sole and absolute discretion) to satisfy the condition or to cancel this transaction and declare this Agreement

to be null and void.

In addition, during the period beginning on the execution of this Agreement and ending on April 15, 2019, Buyer, at Buyer's sole cost and expense, may enter upon the Real Property and conduct appraisals, tests, inspections, surveys and studies (including, without limitation, soil, environmental, physical, mechanical and structural) which Buyer may deem appropriate to determine the suitability of the Real Property for Buyer's intended use. In connection with any entry by Buyer, or its agents, employees or contractors onto the Real Property, Buyer shall give Seller reasonable advance notice of such entry and shall conduct such entry and any inspections in connection therewith so as to reasonably minimize, to the greatest extent reasonably possible, interference with Seller's use of the Real Property and otherwise in a manner reasonably acceptable to Buyer. Without limiting the foregoing, at least 48 hours prior to any entry to perform any on-site testing, Buyer shall give Seller written notice thereof, including the identity of the company or persons who will perform such testing and the proposed scope of the testing. Buyer shall maintain, and shall insure that its contractors maintain, at least one million dollars (\$1,000,000) of public liability and property damage insurance to insure against the liability of Buyer and its agents, employees or contractors, arising out of any entry or inspections of the Real Property pursuant to the provisions hereof, and Buyer shall provide Seller with reasonable evidence of such insurance coverage upon request by Seller. Buyer shall indemnify, defend and hold Seller harmless from and against any costs, damages, liabilities, losses, expenses, liens or claims (including, without limitation, reasonable attorneys' fees) to the extent arising out of or relating to any entry on the Real Property by Buyer, its agents, employees or contractors in the course of performing the inspections, testing or inquiries provided for in this Agreement. The foregoing indemnity shall survive the termination of this Agreement. Buyer may provide the above liability and property damage insurance through self-insurance. Nothing herein shall be deemed to be waiver of the municipal tort liability limitations benefiting Buyer found in Minnesota Statutes Chapter 466.

BUYER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT IF BUYER DOES NOT TERMINATE THIS AGREEMENT PRIOR TO 4:00 P.M. CENTRAL TIME ON APRIL 15, 2019, THEN EXCEPT AS PROVIDED IN SECTIONS 1.13 and 9, BUYER WILL BE PURCHASING THE REAL PROPERTY ON AN "AS IS WITH ALL FAULTS" BASIS WITH RESPECT TO THE FOLLOWING MATTERS AND THAT BUYER IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, FROM SELLER, ITS AGENTS, OR BROKERS WITH RESPECT TO THE FOLLOWING MATTERS CONCERNING THE REAL PROPERTY (EXCEPT AS PROVIDED IN SECTIONS 1.13 and 9): (i) the quality, nature, adequacy and physical condition of the Real Property, (ii) the quality, nature, adequacy, and physical condition of soils, geology and any groundwater, (iii) the existence, quality, nature, adequacy and physical condition of utilities serving the Real Property or lack thereof, (iv) the development potential of the Real Property and the Real Property's use, habitability, merchantability, or fitness, suitability, value or adequacy of the Real Property for any particular purpose, (v) the zoning or other legal status of the Real Property or any other public or private restrictions on use of the Real Property, (vi) the compliance of the Real Property or its operation with any applicable codes, laws, regulations, statutes, ordinances, covenants,

conditions and restrictions of any governmental or quasi-governmental entity or of any other person or entity, (vii) the economics of the operation of the Real Property, and (viii) the environmental condition of the Real Property.

Section 7. CLOSING DATE AND POSSESSION DATE. Subject to performance by the Buyer of this Agreement, the closing shall occur on the Closing Date. The Seller agrees to deliver possession not later than the Possession Date provided that all conditions of this Agreement have been met by Buyer. The delivery of all papers, monies and matters relating to the closing shall take place at the Closing Location.

Section 8. TITLE OBJECTIONS. Buyer, at Buyer's own and sole expense, shall obtain a title commitment covering the Real Property and appurtenant easements, if any, in either case to include property searches covering bankruptcies, state and federal judgments and tax liens:

- a.) Buyer shall notify Seller of the date of its receipt of any title commitment it obtains.
- b.) Within thirty (30) days following the execution by both parties of this Agreement, the Buyer shall give the Seller written notice of any objections to the title of the Real Property.
- c.) If any objections are so made, the Seller shall be allowed sixty (60) days after receipt of such written objections to make such title marketable. The Seller further agrees to use all reasonable efforts and to expend such sums as may be reasonably necessary to make said title marketable in the event a defect is disclosed. Pending correction of title, the payments herein required shall be postponed but upon correction of title and within ten (10) days after written notice to the Buyer, the Buyer and the Seller shall perform this Agreement according to its terms.
- d.) If said title is not marketable and is not made so within sixty (60) days from the date of delivery of the written objections thereto as above provided, then Buyer shall have the right (a) to terminate this Agreement upon notice given to Seller or (b) to waive such objections and proceed with such purchase. If title to the Real Property is marketable or is made marketable within said time, and Buyer shall default in any of the agreements herein contained, then and in such case, the Seller may terminate this Agreement, time being of the essence hereof, or Seller may specifically enforce this Agreement.
- e.) This section shall not deprive either party of the right of enforcing the specific performance of this Agreement, provided this Agreement is not terminated and provided that action to enforce specific performance is commenced within six (6) months after such right of action arises.

Section 9. WARRANTIES. Seller represents and warrants to Buyer all of the Seller's

Warranties as defined in this Agreement. The Seller's Warranties shall survive the Closing and shall not merge with the Closing Documents.

Buyer represents and warrants to Seller the Buyer's Warranties as defined in this Agreement. The Buyer's Warranties shall survive the Closing and shall not merge with the Closing Documents.

Section 10. CONDITIONS PRECEDENT. The obligations of Buyer to purchase the Real Property are subject to the satisfaction, at or before the Closing Date, of all the Conditions Precedent To Closing By Buyer. Buyer may waive any or all of the conditions which are included herein for its benefit in whole or in part without prior notice, provided, however, that no such waiver of a condition shall constitute a waiver by Buyer of any of its other rights or remedies, at law or in equity, if Seller shall be in default of any of its representations, covenants, indemnifications, warranties or agreements under this Agreement. If the Conditions Precedent To Closing By Buyer are not satisfied, and if Buyer does not waive such Conditions Precedent To Closing By Buyer, then either Buyer or Seller by written notice to the other may cancel this Agreement; if the Agreement is so cancelled, the parties shall execute a cancellation of purchase agreement and the Buyer shall execute and deliver to seller a quit claim deed for the Real Property.

The obligations of Seller to sell Real Property are subject to the satisfaction, at or before the closing, of all the Conditions Precedent To Closing By Seller. Seller may waive any or all of the conditions which are included herein for Seller's benefit in whole or in part without prior notice, provided, however, that no such waiver of a condition shall constitute a waiver by Seller of any of its other rights or remedies, at law or in equity, if Buyer shall be in default of any of its representations, warranties or agreements under this Agreement. If the Conditions Precedent To Closing By Seller are not satisfied, and if Seller does not waive such Conditions Precedent To Closing By Seller, then either Buyer or Seller by written notice to the other may cancel this Agreement; if the Agreement is so cancelled, the parties shall execute a cancellation of purchase agreement and the Buyer shall execute and deliver to seller a quit claim deed for the Real Property.

The obligations of Buyer to purchase the Real Property are subject to the satisfaction, at or before April 15, 2019, of the Environmental Contingency stated in Section 1.9. If the Environmental Contingency is not satisfied, and if Buyer does not waive such Environmental Contingency, then either Buyer or Seller by written notice to the other may cancel this Agreement; if the Agreement is so cancelled, the parties shall execute a cancellation of purchase agreement.

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

Section 12. ASSIGNABILITY OF INTEREST. This Purchase Agreement may not be assigned by the Buyer without Seller's written consent.

Section 13. STATE DEED TAX. Upon delivery of the Warranty Deed, Seller shall pay

the state deed tax due on the Warranty Deed.

Section 14. TITLE INSURANCE. Buyer shall obtain a title commitment and title insurance policy with respect to the Real Property at Buyer's sole cost.

Section 15. CLOSING FEES AND COSTS. Seller shall be responsible for and shall pay one-half of the closing costs charged by DCA Title and Buyer shall pay one-half of the closing costs charged by DCA Title. Seller shall pay the state deed tax and recording costs for documents required to clear Seller's title and Seller's attorney's fees. Further, Seller shall be solely responsible for, and hold Buyer harmless from paying, any real estate fees or commissions due or claimed to be due arising from this transaction, unless the fee or commission has been arranged by Buyer. Buyer is responsible to pay for the recording fee to record the Warranty Deed.

Section 16. MISCELLANEOUS.

- a.) The headings in this Agreement are for convenience only and are not part of this Agreement and do not in any way limit or amplify the terms and provisions hereof. It is understood and agreed that this Agreement has been made following negotiation by the parties and it is, therefore, not to be construed against any party because of draftsmanship.
- b.) All modifications to this Agreement must be in writing and signed by the parties hereto.
- c.) 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.
- d.) This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Section 17. NOTICES. Any notices hereunder shall be deemed sufficiently given by one party to the other if in writing and if and when delivered or tendered either in person or by depositing it in the United States mail in a sealed envelope, by certified mail, return receipt requested, with postage and postal charges prepaid, addressed as follows:

If to Buyer:

Dakota County
Attn: Steven C. Mielke
Physical Development Director
Dakota County Western Service Center
14955 Galaxie Avenue
Apple Valley, MN 55124

If to Seller:

Inver Grove Heights
Joseph Lynch
City Administrator
8150 Barbara Avenue
Inver Grove Heights, MN 55077

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

Section 18. 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.

Section 19. APPLICATION FEES. Buyer is responsible to pay the City the application fees for the Comprehensive Plan change, rezoning and other land use approvals.

Section 20. CONNECTION FEES. Buyer is responsible to pay the City for the WAC charges, SAC charges and the hookup and connection fees for sewer and water.

Section 21. FUTURE PLATTING. The Seller intends that at a future date, it will plat the Real Property as well as the adjoining property used by the Seller for a fire station. Seller agrees that it will be responsible for the cost of the platting and that Buyer will not have any out-of-pocket expense for the platting. Buyer will cooperate in the platting process and execute the typical plat documents.

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

BUYER:

COUNTY OF DAKOTA

By: _____
Liz Workman
County Board Chair

ATTEST:

By: _____
Jennifer Reynolds, Clerk to the Board

Approved as to form:

By: _____
Assistant County Attorney

Approved by Dakota County
Board Resolution No. 19-____

SELLER:

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

By: _____
Michelle Tesser, City Clerk

Approved by City Council
Resolution No. 19-____

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

Legal Description for Tax Parcel No. 20-02100-01-020 (6.27 Acre Parcel):

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

That part of the East Half of the Northeast Quarter of Section 21, Township 27, Range 22, Dakota County, Minnesota, lying northerly of the northerly right of way line of County Road 28A, southerly of the southerly right of way line of Trunk Highways No. 52 and 55 and northwesterly of the following described line:

Commencing at the southeast corner of said East Half of the Northeast Quarter; thence North 2 degrees 12 minutes 14 seconds East, assumed bearing, along the east line of said East Half, a distance of 1304.08 feet to the actual point of beginning of the line to be described; thence South 67 degrees 38 minutes 05 seconds West, a distance of 675.57 feet to the northerly Right-of-way line of County road No 28A and there terminating.

EXCEPT

That part which lies southeasterly of a line parallel with and distant 60.00 feet northwesterly from the following described line and its southeasterly extension: Commencing at the southeast corner of said East Half of the Northeast Quarter of Section 21; thence on an assumed bearing of North 00 degrees 15 minutes 29 seconds East, along the east line of said East Half of the Northeast Quarter, a distance of 1496.49 feet to the actual point of beginning of the line to be described; thence South 45 degrees 11 minutes 30 seconds West a distance of 499.73 feet to the southeasterly line of the above described property and there terminating.

ALSO EXCEPT

That part of the East Half of the Northeast Quarter of Section 21, Township 27, Range 22, Dakota County, Minnesota, lying northeasterly of the northerly right of way line of County Road 28A, southwesterly of the southerly boundary of MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT NO. 19-127 and northwesterly of the following described line:

Commencing at Right of Way Boundary Corner B15 as shown on said MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT NO. 19-127; thence South 51 degrees 39 minutes 12 seconds East, along the boundary of said plat, a distance of 808.91 feet to the beginning of the line to be described; thence South 49 degrees 41 minutes 05 seconds West a distance of 220.83 feet; thence South 2 degrees 48 minutes 51 seconds East a distance of 35.33 feet; thence South 52 degrees 41 minutes 30 seconds West a distance of 41.00 feet; thence North 79 degrees 25 minutes 02 seconds West a distance of 33.34 feet; thence South 49 degrees 41 minutes 05 seconds West a distance of 114.91 feet to said northerly right of way line of County Road 28 A and there said line terminates.