

**INVER GROVE HEIGHTS CITY COUNCIL AGENDA**  
**MONDAY, FEBRUARY 9, 2009**  
**81 50 BARBARA AVENUE**  
**7:30 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. Minutes – January 26, 2009 Regular Council Meeting \_\_\_\_\_

B. Resolution Approving Disbursements for Period Ending February 4, 2009 \_\_\_\_\_

C. Accept Donation to Inver Grove Heights Fire Department \_\_\_\_\_

D. Accept Donation to Inver Grove Heights Police Department \_\_\_\_\_

E. Consider a Resolution relating to adopting the Dakota County Uniform Street Naming and Addressing System Procedural Manual \_\_\_\_\_

F. Resolutions Calling for Hearing on Proposed Assessments, Declaring Costs to be Assessed & Ordering Preparation of Proposed Assessments for the 2007 Pavement Management Program City, City Project No. 2007-09E, 46<sup>th</sup> Street East Bituminous Removal and Replacement \_\_\_\_\_

G. Schedule Special Meeting

H. Approve Renewal of 3.2 On-Sale Liquor License for Arbor Pointe Golf Club \_\_\_\_\_

I. Personnel Actions \_\_\_\_\_

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

6. **PUBLIC HEARINGS:**

A. Assessment Hearing for City Project No. 2008-09C , Mill and Overlay \_\_\_\_\_

7. **REGULAR AGENDA:**

**PARKS AND RECREATION:**

A. **CITY OF INVER GROVE HEIGHTS;** Consider Final Approval of Mississippi River Regional Trail through Heritage Village Park and Doffing Avenue \_\_\_\_\_

**COMMUNITY DEVELOPMENT:**

- B. BRIAN BORCHARDT;** Consider Resolution relating to a Variance to exceed the allowed maximum building coverage in the E-2 zoning district to construct an addition to an existing house located at 12 High Road \_\_\_\_\_

**ADMINISTRATION:**

- C. CITY OF INVER GROVE HEIGHTS;** Consider First Reading of an Ordinance Amending City Code Section 320.03 relating to Disposal of Unclaimed Property \_\_\_\_\_

**8. MAYOR AND COUNCIL COMMENTS**

- A.** Schedule 2009 Council Goal Session

**9. ADJOURN**

**INVER GROVE HEIGHTS CITY COUNCIL MEETING  
MONDAY, JANUARY 26, 2009 - 8150 BARBARA AVENUE**

**CALL TO ORDER/ROLL CALL** The City Council of Inver Grove Heights met in regular session on Monday, January 26, 2009, in the City Council Chambers. Mayor Tourville called the meeting to order at 7:30 p.m. Present were Council members Grannis, Madden, and Piekarski Krech; City Administrator Lynch, Assistant Administrator Teppen, City Attorney Kuntz, Public Works Director Thureen, Community Development Director Link, Parks & Recreation Director Carlson, Finance Director Lanoue and Deputy Clerk Rheume. Councilmember Klein arrived at 8:50 p.m.

**3. PRESENTATIONS:** None.

**4. CONSENT AGENDA:**

- A. Minutes – January 12, 2009 Regular Council Meeting
- B. **Resolution 09-06** Approving Disbursements for Period Ending January 21, 2009
- C. Change Order No. 2 & Pay Voucher No. 7 - City Project No. 2003-15, Northwest Area Trunk Utility Improvements
- D. Final Pay Voucher No. 18, Engineer's Final Report, and **Resolution 09-07** Accepting Work for City Project No. 2006-05, Water Treatment Facility Expansion
- E. **Resolution 09-08** Approving Work Order No. 7 with Barr Engineering Company for City Project No. 2008-10 East Frontage Road, Ravine Storm Water Ponds
- F. **Resolution 09-09** Adjusting the Price of the Contract with Stonebrooke Engineering for Engineering Final Design Services for City Project No. 2009-01, Trunk Highway 3 & Proposed 80<sup>th</sup> Street (CSAH 28) Intersection Improvements
- G. Approve Full Service Beverage Proposals
- H. Deem Old UHF/VHF Car Radios to be Surplus Property and Sold to an Outside Vendor
- I. Approve Applications for Exempt Charitable Gambling Permits & Temporary 3.2% Malt Liquor License – St. Patrick's Church
- J. Personnel Actions

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

**Ayes: 4**

**Nays: 0      Motion carried.**

**5. PUBLIC COMMENT:**

Dian Piekarski, 7609 Babcock Trail, stated that she received the summary of the 2009 budget statement and thanked staff for putting it together in that format. She expressed concerns regarding the amount of money being spent on recreation. She asked that the City consider the role of government and creatively look at the items that money is being spent on.

Ms. Lanoue clarified that the budget also includes fees that are paid for services.

Mayor Tourville added that Council & City staff have public budget discussions from August through December every year.

Councilmember Madden commented that the Council is very frugal and carefully considers every dime that is spent when preparing the budget.

**6. PUBLIC HEARINGS:****A. CITY OF INVER GROVE HEIGHTS;** Consider Transfer of On-Sale Intoxicating Liquor License held by Kladek, Inc. dba King of Diamonds due to Change in Corporate Ownership

Mr. Kuntz stated that on December 8<sup>th</sup> the city renewed an intoxicating liquor license for Kladek, Inc. subject to a condition of conviction. He explained that the transfer of the stock has occurred. Mr. Kuntz noted the local city ordinance sets up a process. He explained the memo outlining the state statutes and local ordinances. He noted that even if there is a conviction against Kladek, Inc., he can still lease it to someone else.

Mayor Tourville asked if a background check has been done on the new owner.

Ms. Rheaume responded that a background check was completed on Mrs. Kladek and no basis for denial of the request was found. She added that liquor liability insurance documentation was submitted along with the necessary fees associated with the license.

Councilmember Madden asked if the purchase agreement and lease had been reviewed by the City Attorney and if both documents appeared to be valid.

Mr. Kuntz confirmed that both documents had been reviewed and both appeared to be valid and representative of the transaction that took place. He added that the guilty party would not be able to be an officer of the corporation or the on-site manager of the business.

Allan Cederberg, 1162 East 82<sup>nd</sup> Street, referred to the December 8<sup>th</sup> memo prepared by the City Attorney for the Council. He expressed concern that Mrs. Kladek knew of the illegal activities that were taking place and didn't do anything to stop what was happening. He asked that the Council deny the transfer of the license and initiate the revocation process. He stated that he does not believe Mrs. Kladek to be of good moral character.

Mayor Tourville clarified that Susan Kladek was not named in the indictment against Lawrence Kladek.

Mr. Kuntz confirmed that no charges were filed against Susan Kladek.

Councilmember Piekarski Krech stated that a person cannot be considered guilty by association.

Councilmember Madden commented that the Council is being asked to consider the application of Susan Kladek, not Lawrence Kladek. He stated that Mr. Kladek sold his business and is not involved in the request the Council is being asked to consider. He added that the Council has to have a legal reason to deny the application.

Councilmember Grannis asked about the definition of good moral character and repute as it relates to case law.

Mr. Kuntz reviewed the "good moral character and repute" provision of the statute as explained by Minnesota Rule 7515.0410 which was provided to the Council for their December 8, 2008 meeting in his memo dated December 4, 2008.

Ed Gunter, 6671 Concord, stated that he sees the transfer to Susan Kladek as a positive change. He added that he would like to see the business continue.

Russell Liljedahl, 6838 Carleda Avenue, recommended that the Council deny the transfer request because the intent of the law was to keep Mr. Kladek from holding a license and he fails to see how selling the business to his wife deprives Mr. Kladek of anything.

Councilmember Grannis stated that if the intent of the law was to deny the spouse from holding a liquor license it would say that.

Mr. Kuntz added that there is no law which imposes sanctions on the spouse.

Councilmember Madden reiterated that the Council is not being asked to take action pertaining to Lawrence Kladek, they are being asked to consider the application of Susan Kladek and there is no legal

basis to deny her request.

Mayor Tourville commented that it is the Council's responsibility to protect all of the citizens of Inver Grove Heights and the City could face a lawsuit if the Council denied the request with no legal basis.

**Motion by Madden, second by Piekarski Krech, to close the public hearing.**

**Ayes: 4**

**Nays: 0      Motion carried.**

**Motion by Madden, second by Piekarski Krech, to approve the change in corporate ownership and transfer the liquor license held by Kladek, Inc. dba King of Diamonds to Susan Kladek.**

**Ayes: 4**

**Nays: 0      Motion carried.**

## **7. REGULAR AGENDA:**

### **PARKS AND RECREATION:**

#### **A. CITY OF INVER GROVE HEIGHTS;** Consider Final Approval of Mississippi River Regional Trail through Heritage Village Park and Doffing Avenue

Mr. Carlson explained that Dakota County submitted a detailed plan set to the City and the engineering department reviewed the plans and concluded that they were acceptable. He stated that as designed the trail would be located within existing right-of-way along Doffing Avenue and that in relation to the property located at 6549 Doffing Avenue, the edge of the trail would be 20 feet from the foundation of the structure. He noted that the owners of that property submitted a letter to the Community Development Director requesting to be part of the City's voluntary acquisition program and a formal offer for the property was being worked on by the CDA. He explained that Dakota County would reimburse the City \$78,600 for costs associated with the construction of the trail through Heritage Village Park and along Doffing Avenue. He added that those funds could be used by the City to help with the acquisition of the property located at 6549 Doffing Avenue.

Mayor Tourville asked what other costs the City incur for the trail.

Mr. Carlson responded that the City would not have any construction costs as they would be paid for by Dakota County. He reviewed the master plan for the park and discussed the need for various trail head facilities that would need to be constructed along the trail. He stated that it would make sense that both the City and the County would benefit from jointly constructing the trail head facilities and help each other pay for the cost of construction, maintenance and long-term replacement.

Councilmember Madden stated he still does not understand why the trail has to go on a public street. He commented that he has never agreed with the proposed alignment and feels that placing the trail along Doffing Avenue presents too many safety issues and places an unfair burden on the property owners that will have the trail running 20 feet from their home. He stated that he would like to see the trail run through the park.

Councilmember Grannis stated that the option of having the trail run through the middle of the park was looked at and it was determined that it would have prohibited potential future uses of the park such as soccer fields, etc.

Mr. Carlson confirmed that the Parks and Recreation Commission did consider putting the trail through the heart of the park and decided that they did not want the trail to impede future uses or development within the park. He noted that the topography of the park would also present a challenge to putting the trail through the park. He added that the long-term plan is for the City to eventually own all of the properties along Doffing Avenue.

Councilmember Grannis confirmed that the property owner that is most affected has put in a request to have his property purchased.

Councilmember Madden clarified that the property owner would consider an offer, but does not particularly want to move. He stated that they are not left with much of a choice if the trail is installed 20 feet from their home.

Mayor Tourville asked what the size of buffer on each side of the trail needs to be.

Mr. Carlson explained that the trail is being designed at a 20 mph speed, with a minimum of a 2 foot buffer on each side of the trail. He stated that from an engineering stand point the trail will take up 14 feet (10 feet of bituminous surface, 2 foot buffers on each side).

Councilmember Piekarski Krech questioned if the County would responsible for maintenance of the trail.

Mr. Carlson confirmed that the County would be responsible for the maintenance.

Mayor Tourville asked if the drainage issues had been looked at.

Mr. Carlson responded that there is no storm sewer in that area and the trail would not create any additional drainage issues. He noted that it would not solve any issues either.

Jim Dziejewicz, 6549 Doffing Avenue East, stated that he does not understand why the trail cannot go North. He asked how close the trail is to the railroad in South St. Paul. He stated that he does not have any desire to move with the amount that was offered. He clarified that he has never had anything against the trail but he does not want it to run along Doffing Avenue.

Scott Preavy, 6556 Doffing Avenue East, commented on closing the 63<sup>rd</sup> street access and expressed concerns with safety and having no emergency access to the North.

Todd, Dakota County, stated that the distance is approximately 20 feet to the railroad but the issue is purchasing property from the railroad.

Councilmember Grannis stated that he does not see where there could be another alternative and agrees with this alignment.

Councilmember Madden stated that he would be voting against the proposed alignment because he does not agree with running the trail in front of someone's house and also because of the safety issues associated with putting a trail along a public street.

Councilmember Piekarski Krech stated that she felt pushed to make a decision by the County and feels that the City has not been a true partner with the County throughout this process.

Mr. Lynch stated that there will be other improvements that are necessary and stated that the City does not feel that what the County has offered in terms of funding is a fair share of the physical cost of those improvements. He suggested that Council could table their decision to see what the 65<sup>th</sup> Street alignment would look like and to allow the City to continue discussions with the County regarding the potential purchase of property, screening and the financial responsibilities of the City after the trail is built.

**Motion by Grannis, second by Piekarski Krech, to table Final Approval of the Mississippi River Regional Trail through Heritage Village Park and Doffing Avenue to February 9, 2009.**

**Ayes: 5**

**Nays: 0      Motion carried.**

**COMMUNITY DEVELOPMENT:**

**B. ROGER ESPESETH;** Consider Resolution relating to a Variance to Exceed the Maximum Size Requirement for a Free-Standing Sign for property located at 10900 Courthouse Boulevard

Mr. Link stated that the applicant is requesting a variance to construct a sign on an existing retaining wall. He explained that the proposed sign would be 141 square feet and would be considered a free-standing sign and not a wall sign. He noted that the City Code allows signs in the E-1 Zoning District to be a maximum size of 100 square feet. He added that the applicant is requesting a sign of this size because

of the issues associated with visibility. He stated that both Planning staff and the Planning Commission recommended approval of the variance as it is similar to other requests that have been granted in the past.

Councilmember Grannis asked what the maximum size allowed would be if the sign was on a wall of the building.

Mr. Link stated that the maximum size would still be 100 square feet.

Mr. Espeseth asked if adding more than 141 square feet could be considered.

Mr. Kuntz clarified that it would have to come back.

**Motion by Madden, second by Piekarski Krech, to adopt Resolution 09-10 approving a Variance to exceed the maximum size requirement for a free-standing sign for property located at 10900 Courthouse Boulevard**

**Ayes: 5**

**Nays: 0      Motion carried.**

**C. DANNER;** Consider a Resolution relating to a Final Plat, Development Contract and related Documents for the plat of Concord Hills located on the East side of Concord Boulevard at 87<sup>th</sup> St.

Mr. Link reviewed the location of the property and explained that the preliminary plat was approved by the Council on January 22, 2007. He stated that the applicant submitted a final plat for Council approval and the request was denied because it did not comply with all of the preliminary conditions of approval. He explained that the applicant has reworked the plans and submitted a final plat that does meet all of the conditions of approval. He stated that Planning staff recommended approval of the final plat.

Mr. Kuntz reviewed four changes that were made to the documents associated with approval of the final plat. He stated that the changes were: a recalculation of the credit for the sidewalk, the establishment of a separate cash escrow for certain vegetative erosion and rain garden matters, a change relating to the reduction of the letter of credit amount due to the fact that certain grading has already occurred and thus does not need to be secured by a larger letter of credit, and the recitation that the developer provide evidence of the conveyance of land from the County to the developer to prove that the developer owns all of the land within the plat. He asked that those four changes be incorporated into any motion that is made by the Council.

**Motion by Madden, second by Klein, to approve Resolution 09-11 relating to a Final Plat, Development Contract and related documents for the plat of Concord Hills located on the East side of Concord Boulevard at 87<sup>th</sup> St. with the four changes as outlined by revised Council memo dated January 26, 2009**

**Ayes: 5**

**Nays: 0      Motion carried.**

**PUBLIC WORKS:**

**D. CITY OF INVER GROVE HEIGHTS;** Consider Approval of Stormwater Easement Obstruction Policy

Mr. Kuntz explained that the policy sets forth guidelines and standards for removal of various obstructions in stormwater pond easements as well as drainage and utility easements. He stated that the policy was reviewed by a risk specialist attorney at the League of Minnesota Cities and the suggestions that were received were incorporated into Section 6 of the policy.

**Motion by Piekarski Krech, second by Klein, to adopt Resolution 09-12 approving a Stormwater Easement Obstruction Policy**

**Ayes: 5**

**Nays: 0      Motion carried.**

**E. CITY OF INVER GROVE HEIGHTS;** Consider Amendments to Deferral of Special Assessment

## Policy

Mr. Kuntz explained that in 1977 the Council adopted a resolution which states that pursuant to Minnesota Statutes, any county, city or town, making a special assessment may, at its discretion, defer the payment of that assessment for any homestead property owned by a person 65 years of age or older for whom it would be a hardship to make the payments. He stated that since the original policy was enacted in 1977 there have been two revisions to Minnesota statutes. He explained that the first revision provides that any county, statutory or home rule charter city, or town, making a special assessment may, at its discretion, defer the payment of that assessment for any homestead property owned by a person who is retired by virtue of a permanent and total disability, for whom it would be a hardship to make the payments. He stated that the second revision provides that any county, statutory or home rule charter city, or town, making a special assessment may, at its discretion, defer the payment of that assessment for any homestead property owned by a person who is a member of the Minnesota National Guard or other military reserves who is ordered into active military service, as stated in the person's military orders, for whom it would be a hardship to make the payments. He noted that the definition of hardship has remained the same in the policy. He explained that the Council must also decide if the average annual payment includes the principal amount only or principal and interest. He added that if the average annual payment includes principal and interest the amount would be higher thereby making more individuals eligible to defer.

Councilmember Piekarski Krech stated that she thinks the average annual payment should include the principal and interest because that is the true calculation of what the actual cost is for the property owner.

Mayor Tourville stated if people are applying to defer their payments then they need as much help as they can get. He asked if it was possible for property owners to request partial deferments.

Mr. Kuntz responded that the applicant must defer the entire assessment amount.

Ms. Lanoue added that partial assessments cannot be certified to the County.

**Motion by Piekarski Krech, second by Madden, to adopt Resolution 09-13 approving Amendments to Deferment of Special Assessment Policy with the Average Annual Payment defined in paragraph three to be the Total Principal of the Levied Assessment Plus the Interest that would be Payable.**

**Ayes: 5**

**Nays: 0      Motion carried.**

**F. CITY OF INVER GROVE HEIGHTS;** Consider Resolution Accepting Individual Project Order No. 12 A with Kimley Horn and Associates, Inc. for Final Design & Construction Phase Services, Authorizing Preparation of Construction Plans & Specifications, and Authorizing an Appraisal Analysis for property in the Project Area for the Pavement Management Program, Urban Street Reconstruction, City Project No. 2009-09D (South Grove Area 4) and City Project No. 2010-09D (South Grove Area 5)

Mr. Thureen explained that it is necessary to complete the final design for South Grove Area 4 and South Grove Area 5 simultaneously due to the connectivity of the storm sewer, streets and water main system. He noted that it would also allow the City to take advantage of the current bidding climate. He added that the storm sewer is one complete system which also incorporates the 2009 County reconstruction project of Concord Boulevard.

Mayor Tourville suggested that the project area maps and proposed project schedules be put on the website.

**Motion by Klein, second by Piekarski Krech, to adopt Resolution 09-15 Accepting Individual Project Order No. 12A with Kimley Horn and Associates, Inc. for Final Design & Construction Phase Services, Authorizing Preparation of Construction Plans & Specifications, and Authorizing an Appraisal Analysis for property in the Project Area for the Pavement Management Program, Urban Street Reconstruction, City Project No. 2009-09D (South Grove Area 4) and City Project No. 2010-09D (South Grove Area 5)**

**Ayes: 5**

**Nays: 0      Motion carried.**

**G. CITY OF INVER GROVE HEIGHTS;** Consider Resolution Receiving Feasibility Report and Scheduling Public Hearing for the 2009 Pavement Management Program, Urban Street Reconstruction, City Project No. 2009-09D (South Grove Area 4)

Mr. Thureen explained that the proposed projects include the reconstruction of City streets within the South Grove Area over the next three years. He stated that the project would include reconstruction of the roadway as well as storm sewer and water main improvements throughout the three project areas. He explained that the improvements are proposed to be financed through a combination of Municipal State Aid funds, City Pavement Management Program funds, City Water Connection Funds, and special assessments to benefitting residents. He reviewed the proposed project schedule for Area 4 improvements. He recommended that the Council receive the feasibility report and schedule a public hearing.

**Motion by Piekarski Krech, second by Grannis, to adopt Resolution 09-14 Receiving Feasibility Report and Scheduling Public Hearing for the 2009 Pavement Management Program, Urban Street Reconstruction, City Project No. 2009-09D (South Grove Area 4)**

Councilmember Klein clarified that Area 4 is scheduled for this year and Area 5 is scheduled for 2010.

Mayor Tourville clarified that the neighborhood meeting is scheduled for March 12<sup>th</sup> and the public hearing would be scheduled for March 23<sup>rd</sup>.

**Ayes: 5**

**Nays: 0      Motion carried.**

**H. CITY OF INVER GROVE HEIGHTS;** Consider Resolution Receiving Second Amendment to the Feasibility Report, Scheduling a Public Hearing, Approving Plans & Specifications, and Authorizing Advertisement for Bids for City Project No. 2008-11, Southern Sanitary Sewer, East Segment

Mr. Thureen explained that City staff and Kimley-Horn have worked with Mn/DOT to prepare the sanitary sewer plans that were included in Mn/DOT's plans for its East Frontage Road project. He stated that Kimley-Horn prepared the plans for the southern-most segment of the sanitary sewer, from 111<sup>th</sup> Street East to the Inver Grove Distribution Center property, which would be constructed as City Project No. 2008-11. He stated that City staff and Kimley-Horn have met with the affected property owners to discuss the final plan and project financing. He explained that the amendment to the feasibility study presents possible financing options for the I-State and Swift Transportation properties. He noted that no formal response had been received from Swift Transportation and staff was still negotiating with I-State.

**Motion by Piekarski Krech, second by Grannis, to adopt Resolution 09-16 Receiving Second Amendment to the Feasibility Report, Scheduling a Public Hearing, Approving Plans & Specifications, and Authorizing Advertisement for Bids for City Project No. 2008-11, Southern Sanitary Sewer, East Segment**

**Ayes: 5**

**Nays: 0      Motion carried.**

**8. MAYOR AND COUNCIL COMMENTS:**

Mayor Tourville stated that the Council would be moving to executive session to discuss Doffing Avenue properties and would only be adjourning when they return.

**9. EXECUTIVE SESSION:**

**10. ADJOURN:** Motion by Piekarski Krech, second by Grannis, to adjourn. The meeting was adjourned by a unanimous vote at 10:30 p.m.

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

Meeting Date: February 9, 2009  
 Item Type: Consent  
 Contact: Cathy Shea 651-450-2521  
 Prepared by: Cathy Shea Asst. Finance Director  
 Reviewed by: N/A

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

**PURPOSE/ACTION REQUESTED**

Approve the attached resolution approving disbursements for the period of January 22, 2009 to February 4, 2009.

**SUMMARY**

Shown below is a listing of the disbursements for the various funds for the period ending February 4, 2009. The detail of these disbursements is attached to this memo.

General & Special Reveune	\$164,839.63
Debt Service & Capital Projects	111,140.80
Enterprise & Internal Service	158,393.48
Escrows	299,925.11
	<hr/>
Grand Total for All Funds	<u><u>\$734,299.02</u></u>

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

Attached to this summary for your action is a resolution approving the disbursements for the period January 22, 2009 to February 4, 2009, and the listing of disbursements requested for approval.

**DAKOTA COUNTY, MINNESOTA**

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

**RESOLUTION APPROVING DISBURSEMENTS FOR THE  
PERIOD ENDING FEBRUARY 4, 2009**

**WHEREAS**, a list of disbursements for the period ending February 4, 2009 was presented to the City Council for approval;

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

General & Special Revenue	\$ 164,839.63
Debt Service & Capital Projects	111,140.80
Enterprise & Internal Service	158,393.48
Escrows	<u>299,925.11</u>
 Grand Total for All Funds	 <u>\$ 734,299.02</u>

Adopted by the City Council of Inver Grove Heights this 9th day of February, 2009.

Ayes:

Nays:

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

ATTEST:

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

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
01/22/2009	92459	MCDONALD'S	city of igh pd	101-4000-421.50-75		1/2009 * Total	84.93 84.93
01/26/2009	92460	OLD WORLD PIZZA	city of inver grove	101-1000-413.50-75		1/2009 * Total	111.36 111.36
01/27/2009	92462	MPFF	attende;jeff schadegg	101-4200-423.50-80		1/2009 * Total	120.00 120.00
01/28/2009	92466	AMERICAN PUBLIC WORKS A	city of inver grove hgts	101-5000-441.50-70		1/2009 * Total	565.00 565.00
01/28/2009	92467	ANCOM COMMUNICATIONS, I	cust 809	101-4200-423.40-42		1/2009 * Total	13.50 13.50
01/28/2009	92480	DAKOTA COMMUNICATIONS C	city of inver grove	101-4000-421.70-30		1/2009 1/2009 * Total	24,556.00 12,278.00 36,834.00
01/28/2009	92483	DAKOTA ELECTRIC ASSN	CUST 1093947	101-5400-445.40-20		1/2009 * Total	934.18 934.18
01/28/2009	92485	FIRE MARSHALS ASSOCIATI	member; jeff schadegg	101-4200-423.50-70		1/2009 * Total	35.00 35.00
01/28/2009	92489	GOVERNMENT FINANCE OFFI	member 011666 ann lanoue	101-2000-415.50-80		1/2009 * Total	370.00 370.00
01/28/2009	92491	GUN CLUB LAKE WATERSHED	city of inver grove hgts	101-5000-441.30-30		1/2009 * Total	1,227.04 1,227.04
01/28/2009	92494	HIDEAWAY SHOOTING RANGE	city of inver grove pd	101-4000-421.50-80		1/2009 * Total	356.10 356.10
01/28/2009	92495	HOME DEPOT CREDIT SERVI	acct 6035322502061959	101-5200-443.60-40		1/2009 1/2009 * Total	204.53 100.75 305.28
01/28/2009	92499	HUNTING, ALLAN	dept camera	101-3200-419.60-10		1/2009 * Total	42.69 42.69
01/28/2009	92500	HUSNIK, CRAIG	mail box	101-5200-443.60-16		1/2009 * Total	48.18 48.18
01/28/2009	92501	IACP	member gerald salmey	101-4000-421.50-70		1/2009 * Total	360.00 360.00
01/28/2009	92502	ICEMAN INDUSTRIES, INC.	city of inver grove	101-5200-443.60-16		1/2009 * Total	1,321.03 1,321.03
01/28/2009	92506	KLECKNER, CHARLES	coffee - maag team	101-4000-421.50-75		1/2009 * Total	76.05 76.05

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
01/28/2009	92507	LOCAL GOVERNMENT INFORM	CITY OF INVER GROVE	101-4000-421.70-30		1/2009 * Total	3,670.00 3,670.00
01/28/2009	92508	MADSEN, BENNETT	REPAIR HANDHELD RADIO	101-4000-421.60-65		1/2009 * Total	74.38 74.38
01/28/2009	92509	MAGC	2009 - mem09jtt	101-1100-413.50-70		1/2009 * Total	60.00 60.00
01/28/2009	92511	MIKE'S SHOE REPAIR, INC	inver grove hgts	101-4200-423.60-45		1/2009 * Total	39.95 39.95
01/28/2009	92515	MN LIFE INSURANCE CO	acct 0027324	101-0000-203.09-00		1/2009	1,938.03
			acct 0027324	101-1100-413.20-62		1/2009	79.36
			acct 0027324	101-2000-415.20-62		1/2009	100.68
			acct 0027324	101-3000-419.20-62		1/2009	31.65
			acct 0027324	101-3200-419.20-62		1/2009	43.48
			acct 0027324	101-3300-419.20-62		1/2009	71.44
			acct 0027324	101-4000-421.20-62		1/2009	524.28
			acct 0027324	101-4200-423.20-62		1/2009	42.38
			acct 0027324	101-5000-441.20-62		1/2009	23.22
			acct 0027324	101-5100-442.20-62		1/2009	112.09
			acct 0027324	101-5200-443.20-62		1/2009	75.90
			acct 0027324	101-6000-451.20-62		1/2009 * Total	99.41 3,141.92
01/28/2009	92517	MN RECREATION AND PARK	inver grove hgts	101-6000-451.50-80		1/2009 * Total	30.00 30.00
01/28/2009	92518	MUNICI-PALS	2009-city of inver grove	101-1100-413.50-70		1/2009 * Total	25.00 25.00
01/28/2009	92519	NATIONAL RESERVE LAW OF	inver grove hgts pd	101-4000-421.50-70		1/2009 * Total	351.00 351.00
01/28/2009	92520	NEXTEL COMMUNICATIONS	acct 249383315	101-5200-443.50-20		1/2009 * Total	359.85 359.85
01/28/2009	92521	NEXTEL COMMUNICATIONS	act 266183728	101-4200-423.50-20		1/2009 * Total	427.97 427.97
01/28/2009	92522	NEXTEL COMMUNICATIONS	acct 641378810	101-4200-423.50-20		1/2009 * Total	37.74 37.74
01/28/2009	92523	NEXTEL COMMUNICATIONS	acct 266948529	101-4000-421.50-20		1/2009 * Total	893.68 893.68
01/28/2009	92524	OFFICE DEPOT	CUST 6011568510088883	101-6000-451.60-65		1/2009 * Total	32.16 32.16
01/28/2009	92532	S & T OFFICE PRODUCTS	CUST S28777	101-5200-443.60-40		1/2009	98.57
			CUST S28777	101-5200-443.60-40		1/2009	55.11
			CUST S28777	101-4200-423.60-65		1/2009	24.39-

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01/28/2009	92532	S & T OFFICE PRODUCTS	CUST S28777	101-4200-423.60-65		1/2009	85.86
			CUST S28777	101-4200-423.60-65		1/2009	6.98
			CUST S28777	101-4200-423.60-65		1/2009	21.19
			CUST S28777	101-2000-415.60-65		1/2009	150.24
			CUST S28777	101-1100-413.60-65		1/2009	3.33
			CUST S28777	101-5100-442.60-40		1/2009	42.59
					*	Total	439.48
01/28/2009	92533	SA-AG INC	acct 1789	101-5200-443.60-16		1/2009	282.66
					*	Total	282.66
01/28/2009	92537	SPRINT	acct 166309819	101-4000-421.50-20		1/2009	339.66
					*	Total	339.66
01/28/2009	92540	STATE OF MN - DEPT. OF	acct 1298	101-5200-443.40-46		1/2009	224.64
					*	Total	224.64
01/28/2009	92541	T MOBILE	ACCT 494910368	101-5100-442.50-20		1/2009	49.99
					*	Total	49.99
01/28/2009	92543	TEPPEN, JENELLE	water/pop council meeting	101-1100-413.50-75		1/2009	18.46
					*	Total	18.46
01/28/2009	92546	TWIN CITIES OCCUPATIONA	acct n1251001589	101-1100-413.30-50		1/2009	270.00
					*	Total	270.00
01/28/2009	92548	UNITED WAY	city of inver grove hgts	101-0000-203.13-00		1/2009	188.00
					*	Total	188.00
01/28/2009	92559	20/20 PROMOTIONS	CUST 4118	101-1100-413.60-65		1/2009	1,937.46
					*	Total	1,937.46
01/30/2009	92560	WELLS FARGO BANK NA	ref#62-CV-07-4262	101-4000-421.10-10		1/2009	430.61
					*	Total	430.61
02/04/2009	92561	ACE PAINT & HARDWARE	acct 1126	101-4200-423.60-65		1/2009	109.25
			cust 1126	101-5200-443.60-16		2/2009	2.78
			cust 1126	101-5200-443.60-16		2/2009	5.84
					*	Total	117.87
02/04/2009	92562	ACS	cust 33791	101-4200-423.30-70		2/2009	744.56
					*	Total	744.56
02/04/2009	92567	ASTLEFORD INT'L & ISUZU	acct I454	101-4200-423.30-70		1/2009	40.60
					*	Total	40.60
02/04/2009	92576	CARQUEST OF ROSEMOUNT	cust 614420	101-5200-443.60-16		1/2009	8.88
					*	Total	8.88
02/04/2009	92577	CDW GOVERNMENT INC	cust 2394832	101-4000-421.60-40		2/2009	736.58
					*	Total	736.58
02/04/2009	92580	CITY OF SAINT PAUL	city of inver grove hgts	101-4000-421.40-42		2/2009	128.61



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02/04/2009	92628	MN CHIEFS OF POLICE ASS	city of inver grove hgts	101-4000-421.60-65		2/2009 * Total	58.58 58.58
02/04/2009	92630	MN NCPERS LIFE INSURANC	city of inver grove hgts	101-0000-203.16-00		2/2009 * Total	336.00 336.00
02/04/2009	92632	MN STATE COLLEGES & UNI	cust id 3626	101-4200-423.60-18		2/2009 * Total	125.19 125.19
02/04/2009	92633	MN STATE FIRE CHIEFS AS	membership dues 2009	101-4200-423.50-70		2/2009 * Total	425.00 425.00
02/04/2009	92634	MNFIAM BOOK SALES	inver grove hgts fd	101-4200-423.60-18		2/2009 * Total	1,293.98 1,293.98
02/04/2009	92635	MPELRA	member; jenelle teppen	101-1100-413.50-70		1/2009 * Total	150.00 150.00
02/04/2009	92638	NEXTEL COMMUNICATIONS	acct 573073317	101-1100-413.50-20		2/2009 * Total	158.97 158.97
02/04/2009	92639	NORTH AMERICAN SALT	cust 55963	101-5200-443.60-16		2/2009 * Total	29,621.72 29,621.72
02/04/2009	92640	NOVOPRINT USA, INC.	city of inver grove hgts	101-1100-413.50-25		1/2009 * Total	895.00 895.00
02/04/2009	92645	PLEAA	member mary cowette	101-4000-421.50-70		2/2009 * Total	210.00 210.00
02/04/2009	92648	POWERSTREAM TECHNOLOGY	city of inver grove hgts	101-3300-419.60-40		2/2009 * Total	58.14 58.14
02/04/2009	92649	PRESTIGE ELECTRIC, INC.	cust invgr0	101-4200-423.40-40		1/2009 * Total	714.00 714.00
02/04/2009	92653	RETROFIT COMPANIES INC	cust invgr02	101-4200-423.30-70		1/2009 * Total	218.93 218.93
02/04/2009	92658	SA-AG INC	cust 1789	101-5200-443.60-16		1/2009 * Total	141.98 141.98
02/04/2009	92659	SAM'S CLUB	acct 7715090061172300 accy 7715090061172300	101-1100-413.60-65 101-1100-413.60-65		2/2009 2/2009 * Total	35.00 35.00 47.19 117.19
02/04/2009	92660	SAM'S CLUB	acct 7715090401334891	101-4200-423.60-65		2/2009 * Total	134.29 134.29
02/04/2009	92665	SIGNAL PRO EQUIPMENT	cust 30035	101-6000-451.60-40		2/2009 * Total	66.62 66.62

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02/04/2009	92666	SOUTH METRO SPORTS	city of inver grove	101-5200-443.60-45		2/2009	24.00
			city of inver grove	101-5200-443.60-45		2/2009	47.00
						* Total	71.00
02/04/2009	92667	ST PAUL STAMP WORKS INC	cust inver004	101-4000-421.60-65		1/2009	39.39
			cust inver004	101-4000-421.60-65		1/2009	27.26
						* Total	66.65
02/04/2009	92672	STREICHER'S	cust 285	101-4000-421.60-45		1/2009	89.99
						* Total	89.99
02/04/2009	92675	TERRI KENISON	city of inver grove hgts	101-4200-423.40-40		2/2009	905.25
						* Total	905.25
02/04/2009	92677	TOTAL CONSTRUCTION & EQ	city of inver grove hgts	101-6000-451.60-66		2/2009	188.57
						* Total	188.57
02/04/2009	92678	ULINE	city of inver grove hgts	101-3300-419.60-40		2/2009	666.54
						* Total	666.54
02/04/2009	92679	UNIFORMS UNLIMITED	city of inver grove hgts	101-4000-421.60-45		2/2009	149.36
			cust 114866	101-4000-421.60-45		1/2009	437.54
						* Total	586.90
02/04/2009	92681	USA MOBILITY WIRELESS I	acct 61192662	101-4000-421.50-20		2/2009	14.48
						* Total	14.48
02/04/2009	92685	WAL-MART BUSINESS	acct 6032202530257113	101-4000-421.60-65		2/2009	10.16
						* Total	10.16
02/04/2009	92688	WHAT WORKS INC	city of inver grove hgts	101-1100-413.30-70		1/2009	92.50
			city of inver grove hgts	101-1100-413.30-70		2/2009	370.00
						* Total	462.50
02/04/2009	92689	WHAT WORKS INC	inver grove hgts fd	101-4200-423.30-70		2/2009	555.00
						* Total	555.00
02/04/2009	92691	WSB & ASSOCIATES, INC.	city of inver grove hgts	101-5100-442.30-30		2/2009	134.00
						* Total	134.00
02/04/2009	92692	XCEL ENERGY	acct 5183943582	101-5400-445.40-20		2/2009	33.86
						* Total	33.86
02/04/2009	92693	XCEL ENERGY	acct 5160255967	101-5400-445.40-20		2/2009	33.24
						* Total	33.24
02/04/2009	92570	BENGTSON, NICOLE	mileage	201-1600-465.50-65		2/2009	69.36
			emt conferrence	201-1600-465.50-75		2/2009	325.51
						* Total	394.87
02/04/2009	92594	ENSEMBLE CREATIVE & MAR	city of inver grove hgts	201-1600-465.50-25		1/2009	1,500.00
						** Fund Total	134,806.68

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02/04/2009	92594	ENSEMBLE CREATIVE & MAR	inver grove hts	201-1600-465.50-25		2/2009 * Total	500.00 2,000.00
02/04/2009	92655	RIVER HEIGHTS CHAMBER O	city of inver grove hghts city of inver grove hghts	201-1600-465.30-70 201-1600-465.40-65		2/2009 * Total 2/2009 * Total	1,592.50 200.00 1,792.50
01/28/2009	92551	WELLS FARGO BANK	INVE1107AGOE	348-9000-570.90-30	** Fund Total	1/2009 * Total	400.00 400.00
01/28/2009	92551	WELLS FARGO BANK	INVE1107BGOI	349-9000-570.90-30	1 Checks ** Fund Total	1/2009 * Total	400.00 400.00
01/28/2009	92551	WELLS FARGO BANK	INVE1107CGOS	350-9000-570.90-30	1 Checks ** Fund Total	1/2009 * Total	400.00 400.00
01/28/2009	92482	DAKOTA CTY PROPERTY REC	city of inver grove hghts	405-9000-570.30-70	1 Checks ** Fund Total	1/2009 * Total	508.00 508.00
02/04/2009	92588	DANNER INC	city of inver grove hghts	421-5912-721.30-70	0112 ** Fund Total	2/2009 * Total	1,083.50 1,083.50
02/04/2009	92596	EVERGREEN LAND SERVICES	city of inver grove hghts	423-5903-723.80-10	0303 ** Fund Total	1/2009 * Total	400.00 400.00
02/04/2009	92615	KIMLEY-HORN & ASSOCIATE	city of inver grove hghts	428-5911-728.30-30	0811 ** Fund Total	2/2009 * Total	20,319.65 20,319.65
02/04/2009	92616	KRECH, O'BRIEN, MUELLER	city of inver grove	428-5918-728.30-70	0818 ** Fund Total	2/2009 * Total	5,502.50 5,502.50
02/04/2009	92671	STEVENS ENGINEERS INC	city of inver grove hghts	428-5906-728.30-30	0806 ** Fund Total	2/2009 * Total	1,063.00 1,063.00
02/04/2009	92593	EMMONS & OLIVIER RESOUR	inver grove hts	429-5901-729.30-30	0901 ** Fund Total	2/2009 * Total	26,885.15 5,130.38 5,130.38

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02/04/2009	92691	WSB & ASSOCIATES, INC.	city of inver grove hgts	429-5911-729.30-30	0911	2/2009 * Total	2,698.00 2,698.00
01/28/2009	92476	CITY OF SOUTH ST. PAUL	city of inver grove	440-5900-740.80-30	0709E	1/2009 * Total	7,828.38 15,924.21 15,924.21
02/04/2009	92615	KIMLEY-HORN & ASSOCIATE	city of inver grove hgts	440-5900-740.30-30	0909D	2/2009 * Total	22,104.99 22,104.99
02/04/2009	92571	BOLTON & MENK, INC.	city of inver grove hgts	446-5915-746.30-30	0315	2/2009 * Total	38,029.20 20,758.07 20,758.07
02/04/2009	92593	EMMONS & OLIVIER RESOUR	inver grove hts	446-5905-746.30-30	0705	2/2009 * Total	808.50 808.50
01/28/2009	92482	DAKOTA CTY PROPERTY REC	city of inver grove hgts	452-9000-570.30-70		1/2009 * Total	21,566.57 4,684.00 4,684.00
01/28/2009	92482	DAKOTA CTY PROPERTY REC	city of inver grove hgts	453-9000-570.30-70		1/2009 * Total	4,684.00 4,684.00
01/28/2009	92463	ACE PAINT & HARDWARE	cust 1126	501-7100-512.60-16		1/2009	4,684.00
			cust 1126	501-7100-512.60-16		1/2009	12.23
			cust 1126	501-7100-512.60-16		1/2009	44.50
						* Total	42.64
						* Total	99.37
01/28/2009	92490	GRAYBAR	acct 101705	501-7100-512.60-16		1/2009 * Total	26.42 26.42
01/28/2009	92493	HD SUPPLY WATERWORKS LT	acct 99872	501-7100-512.40-43		1/2009 * Total	1,107.12 1,107.12
01/28/2009	92496	HOME DEPOT CREDIT SERVI	acct 6035322502691268	501-7100-512.60-16		1/2009 * Total	297.25 297.25
01/28/2009	92497	HOSE / CONVEYORS INC	acct 900203	501-7100-512.60-16		1/2009 * Total	79.56 79.56
01/28/2009	92498	HSBC BUSINESS SOLUTIONS	acct 7737040901315458	501-7100-512.60-12		1/2009 * Total	285.04 285.04
01/28/2009	92515	MN LIFE INSURANCE CO	acct 0027324	501-7100-512.20-62		1/2009 * Total	54.63 54.63

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01/28/2009	92516	MN PIPE & EQUIPMENT	CUST 2195 acct 2195	501-7100-512.60-16 501-7100-512.60-16		1/2009 1/2009 * Total	63.26 610.86 674.12
01/28/2009	92536	SPRINT	cust 842483314	501-7100-512.50-20		1/2009 * Total	53.04 53.04
01/28/2009	92555	XCEL ENERGY	ACCT 5160987097 ACCT 5160987097	501-7100-512.40-10 501-7100-512.40-20		1/2009 1/2009 * Total	112.07 119.18 231.25
01/28/2009	92556	XCEL ENERGY	ACCT 5160987097	501-7100-512.40-20		1/2009 * Total	3,651.49 3,651.49
02/04/2009	92561	ACE PAINT & HARDWARE	cust 1126 cust 1126	501-7100-512.60-16 501-7100-512.60-16		2/2009 2/2009 * Total	3.50 11.69 15.19
02/04/2009	92564	AEARO CO/AOSAFETY	cust 5918140	501-7100-512.60-45		2/2009 * Total	76.00 76.00
02/04/2009	92568	AUTOMATIC SYSTEMS CO.	cust inve01	501-7100-512.40-43		2/2009 * Total	743.55 743.55
02/04/2009	92586	DAKOTA ELECTRIC ASSN	acct 2148310	501-7100-512.40-20		2/2009 * Total	10.96 10.96
02/04/2009	92599	G & K SERVICES	cust 7494701 acct 7494701	501-7100-512.60-45 501-7100-512.60-45		1/2009 2/2009 * Total	43.68 25.77 69.45
02/04/2009	92602	GRAINGER	acct 806460150 acct 806460150	501-7100-512.60-16 501-7100-512.60-16		2/2009 2/2009 * Total	15.67 35.70 51.37
02/04/2009	92603	GRAYBAR	acct 101705	501-7100-512.60-16		2/2009 * Total	37.04 37.04
02/04/2009	92605	HAWKINS, INC.	acct 108816	501-7100-512.60-19		2/2009 * Total	563.00 563.00
02/04/2009	92629	MN DNR WATERS	permit 1980-6052	501-7100-512.30-70		2/2009 * Total	13,796.00 13,796.00
02/04/2009	92664	SHERWIN-WILLIAMS	acct 668254535	501-7100-512.40-40		2/2009 * Total	14.09 14.09
02/04/2009	92676	TGO TECHNOLOGIES INC	city of inver grove hgts	501-7100-512.40-42		2/2009 * Total	1,907.00 1,907.00
02/04/2009	92682	VALLEY-RICH CO, INC	city of inver grove	501-7100-512.40-46		2/2009 * Total	3,203.56 3,203.56

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02/04/2009	92683	VIKING ELECTRIC SUPPLY	acct 1376	501-7100-512.40-40		2/2009 * Total	164.40 164.40
02/04/2009	92686	WATER CONSERVATION SERV	city of inver grove hghts	501-7100-512.30-70		2/2009 * Total	223.20 223.20
01/28/2009	92515	MN LIFE INSURANCE CO	acct 0027324	502-7200-514.20-62	** Fund Total	1/2009 * Total	35.33 35.33
02/04/2009	92575	CANNON ELECTRIC MOTOR	city of inver grove	502-7200-514.40-42		1/2009 * Total	104.85 104.85
02/04/2009	92599	G & K SERVICES	cust 7494701 acct 7494701	502-7200-514.60-45 502-7200-514.60-45		1/2009 2/2009 * Total	18.72 11.04 29.76
02/04/2009	92631	MN POLLUTION CONTROL AG	member; al schwartz	502-7200-514.50-80		2/2009 * Total	23.00 23.00
01/28/2009	92463	ACE PAINT & HARDWARE	cust 1126	503-8600-527.40-42	4 Checks	** Fund Total	192.94
01/28/2009	92465	ALL TEST & INSPECTIONS	inverwood golf course	503-8600-527.50-45		1/2009 * Total	15.95 15.95
01/28/2009	92470	BIRDIE-BERT PRINTING	inverwood golf	503-8000-521.60-65		1/2009 * Total	322.20 322.20
01/28/2009	92475	CHECKPOINT SYSTEMS INC	cust 166752	503-8500-526.50-55		1/2009 * Total	538.09 538.09
01/28/2009	92479	CRYTEEL TRUCK EQUIPMEN	cust 12977	503-8600-527.40-42		1/2009 * Total	210.00 210.00
01/28/2009	92487	G & K SERVICES	acct 17194 acct 17194 acct 17194	503-8600-527.60-45 503-8600-527.60-45 503-8600-527.60-45		1/2009 1/2009 1/2009 * Total	72.12 66.85 72.12 211.09
01/28/2009	92488	GARELICK STEEL CO., INC	city of inver grove	503-8600-527.40-42		1/2009 * Total	196.28 196.28
01/28/2009	92505	JOHN'S AUTO SHOP	acct 11931	503-8600-527.40-42		1/2009 * Total	597.65 597.65
01/28/2009	92510	MGCSA	inverwood golf course	503-8600-527.50-70		1/2009 * Total	395.00 395.00
01/28/2009	92512	MN DNR WATERS	permit 1992 6022	503-8600-527.50-70		1/2009	780.00

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01/28/2009	92515	MN LIFE INSURANCE CO	acct 0027324	503-8000-521.20-62		* Total	780.00
			acct 0027324	503-8500-526.20-62		1/2009	11.28
			acct 0027324	503-8600-527.20-62		1/2009	2.04
						* Total	44.96
01/28/2009	92532	S & T OFFICE PRODUCTS	CUST S28777	503-8500-526.60-10		1/2009	210.87
						* Total	210.87
01/28/2009	92544	TIM LOCKLER'S	city of inver grove hgts	503-8500-526.40-40		1/2009	145.00
						* Total	145.00
01/28/2009	92547	UNITED STATES GOLF ASSO	2009 inverwood golf	503-8500-526.50-70		1/2009	110.00
						* Total	110.00
01/28/2009	92553	WITTEK	cust 123575	503-8100-522.60-20		1/2009	71.87
						* Total	71.87
01/28/2009	92554	WITTEK	city of inver grove hgts	503-8100-522.60-20		1/2009	338.21
						* Total	338.21
01/28/2009	92464	ADVISORS MARKETING GROU	CITY OF INVER GROVE HGTS	504-6100-452.60-09		1/2009	199.93
						* Total	199.93
01/28/2009	92474	CHAMPIONSHIP PRODUCTS	cust id igh parks & rec	504-6100-452.60-45	R40180	1/2009	388.20
			cust id igh parks & rec	504-6100-452.60-45	R40180	1/2009	217.80
			cust id igh parks & rec	504-6100-452.60-45	R40180	1/2009	428.45
			cust id igh parks & rec	504-6100-452.60-45	R40180	1/2009	198.00
			cust id igh parks & rec	504-6100-452.60-45	R40180	1/2009	158.40
			acct igh parks & rec	504-6100-452.60-45	R40180	1/2009	178.95
			cust id igh parks & rec	504-6100-452.60-45	R50280	1/2009	313.50
					R40950	1/2009	114.00
					* Total		1,997.30
01/28/2009	92486	FLATLEY, LAURI	class canceled	504-0000-347.00-00	R20100	1/2009	25.00
					* Total		25.00
01/28/2009	92515	MN LIFE INSURANCE CO	acct 0027324	504-6100-452.20-62	R90100	1/2009	79.90
					* Total		79.90
01/28/2009	92517	MN RECREATION AND PARK	inver grove hgts	504-6100-452.50-80	R90100	1/2009	30.00
					* Total		30.00
01/28/2009	92535	SPORTS UNLIMITED	CITY OF INVER GROVE HGTS	504-6100-452.30-70	R41050	1/2009	288.00
					* Total		288.00
01/28/2009	92539	STANGL, DEBRA	class canceled	504-0000-347.00-00	R20100	1/2009	25.00
					* Total		25.00
01/28/2009	92542	TARGET BANK	ACCT XXXXXX9370	504-6100-452.60-09	R20100	1/2009	13.67

16 Checks

\*\* Fund Total

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
02/04/2009	92579	CHAMPIONSHIP PRODUCTS	cust igh parks & rec	504-6100-452.60-09	R50250	1/2009	97.50
			cust igh parks & rec	504-6100-452.60-09	R50280	1/2009	110.50
						* Total	208.00
02/04/2009	92610	IKON OFFICE SOLUTIONS	acct 1452531017392	504-6100-452.40-65	R90100	2/2009	262.63
						* Total	262.63
02/04/2009	92637	NEXTEL COMMUNICATIONS	acct 302193319	504-6100-452.50-20	R90100	2/2009	67.72
						* Total	67.72
02/04/2009	92643	OLD WORLD PIZZA	city of inver grove hgts	504-6100-452.60-09	R20100	2/2009	45.70
						* Total	45.70
02/04/2009	92661	SCIENCE MUSEUM OF MN	city of inver grove hgts	504-6100-452.50-80	R90100	2/2009	139.00
						* Total	139.00
02/04/2009	92690	WOODCREST CHURCH	rental	504-0000-207.03-00		2/2009	3.80
						* Total	3.80
			14 Checks		** Fund Total		3,385.65
01/28/2009	92463	ACE PAINT & HARDWARE	ACCT 1126	505-6200-453.60-12	C25000	1/2009	26.70
			ACCT 1126	505-6200-453.60-65	C19500	1/2009	76.57
			ACCT 1126	505-6200-453.60-65	C19500	1/2009	9.56
			cust 1126	505-6200-453.60-16	C25000	1/2009	46.86
						* Total	159.69
01/28/2009	92464	ADVISORS MARKETING GROU	CITY OF INVER GROVE HGTS	505-6200-453.60-65	C10000	1/2009	1,799.37
						* Total	1,799.37
01/28/2009	92469	BAUER, CORA L	PAYROLL	505-6200-453.10-30	C13000	1/2009	267.00
						* Total	267.00
01/28/2009	92477	COCA COLA BOTTLING COMP	cust 3291552	505-6200-453.76-10	C30200	1/2009	324.06
			cust 3291554	505-6200-453.60-65	C30100	1/2009	121.00
			cust 3291554	505-6200-453.76-10	C30100	1/2009	502.93
						* Total	947.99
01/28/2009	92478	COMCAST	acct 8772105910127188	505-6200-453.50-70	C10000	1/2009	178.64
						* Total	178.64
01/28/2009	92481	DAKOTA CTY CONCILIATION	city of inver grove hgts	505-6200-453.70-60	C10000	1/2009	60.00
						* Total	60.00
01/28/2009	92503	IDEARC MEDIA CORP	acct 390001924527	505-6200-453.50-25	C91000	1/2009	117.00
						* Total	117.00
01/28/2009	92504	J-C PRESS	acct 1598	505-6200-453.60-65	C25000	1/2009	117.45
			member; bethary adams	505-6200-453.50-70	C91000	1/2009	60.00
						* Total	117.45

City of Inver Grove Heights  
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CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
01/28/2009	92515	MN LIFE INSURANCE CO	acct 0027324	505-6200-453.20-62	C70000	* Total	60.00
						1/2009	128.17
						* Total	128.17
01/28/2009	92525	R & R SPECIALTIES OF WI	cust ighvet	505-6200-453.40-42	C21000	* Total	289.02
						1/2009	289.02
						* Total	289.02
01/28/2009	92526	RAMSEY CTY CONCILIATION	city of inver grove hgts	505-6200-453.70-60	C10000	* Total	60.00
						1/2009	60.00
						* Total	60.00
01/28/2009	92527	RECREATION SUPPLY COMPA	cust id mo9501	505-6200-453.40-40	C25000	1/2009	7,804.24
			cust id mo9501	505-6200-453.60-16	C25000	1/2009	313.81
						* Total	8,118.05
01/28/2009	92528	REED BUSINESS INFORMATI	ACCT 821155	505-6200-453.50-25	C21000	1/2009	175.50
			acct 821155	505-6200-453.50-25	C21000	1/2009	175.50
			cust 821155	505-6200-453.30-20	C21000	1/2009	175.50
						* Total	526.50
01/28/2009	92530	RICE COUNTY	city of inver grove hgts	505-6200-453.70-60	C10000	* Total	65.00
						1/2009	65.00
						* Total	65.00
01/28/2009	92538	ST. CROIX VALLEY POPCOR	city of inver grove	505-6200-453.76-05	C30200	* Total	78.40
						1/2009	78.40
						* Total	78.40
01/28/2009	92542	TARGET BANK	ACCT XXXXXX9370	505-6200-453.60-65	C60100	* Total	7.43
						1/2009	7.43
						* Total	7.43
01/28/2009	92550	VISTAR CORPORATION	cust 10095779	505-6200-453.76-05	C30200	1/2009	46.46
			cust 10130236	505-6200-453.60-65	C30100	1/2009	73.49
			cust 10130236	505-6200-453.76-05	C30100	1/2009	1,452.66
			cust 10095779	505-6200-453.76-05	C16000	1/2009	32.40
			cust 10130236	505-6200-453.76-05	C30100	1/2009	62.36
			cust 10095779	505-6200-453.76-05	C30200	1/2009	100.60
						* Total	1,675.05
02/04/2009	92565	AL'S COFFEE COMPANY	cust 2269	505-6200-453.60-65	C30100	2/2009	442.99
			cust 2269	505-6200-453.76-10	C30100	2/2009	118.00
						* Total	560.99
02/04/2009	92566	ASCAP	acct 500578888	505-6200-453.50-70	C10000	2/2009	305.00
						* Total	305.00
02/04/2009	92581	COCA COLA BOTTLING COMP	outlet 3291554	505-6200-453.76-10	C30100	2/2009	378.61
			outlet 3291552	505-6200-453.60-65	C30200	2/2009	121.00
			outlet 3291552	505-6200-453.76-10	C30200	2/2009	145.50
						* Total	645.11
02/04/2009	92583	CRAWFORD DOOR SALES OF	cust 4840	505-6200-453.60-40	C21000	2/2009	37.28
						* Total	37.28
02/04/2009	92589	EAGAN HIGH SCHOOL	rental on 12/17/08	505-0000-352.25-00	C15000	2/2009	50.00

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
02/04/2009	92602	GRAINGER	cust 806460150	505-6200-453.60-16	C21000	* Total	50.00
			cust 806460150	505-6200-453.60-16	C25000	2/2009	91.76
			cust 806460150	505-6200-453.60-16	C25000	2/2009	128.44
			cust 806460150	505-6200-453.60-16	C25000	2/2009	357.90
			cust 806460150	505-6200-453.60-16	C25000	2/2009	62.11
					* Total		640.21
02/04/2009	92605	HAWKINS, INC.	cust 108815	505-6200-453.60-15	C25000	2/2009	902.49
			cust 108815	505-6200-453.60-15	C25000	2/2009	700.77
					* Total		1,603.26
02/04/2009	92607	HILLYARD INC	cust 267670	505-6200-453.60-11	C25000	2/2009	160.60
					* Total		160.60
02/04/2009	92610	IKON OFFICE SOLUTIONS	acct 1452531017392	505-6200-453.40-65	C10000	2/2009	437.71
					* Total		437.71
02/04/2009	92614	KIMBALL MIDWEST	acct 222006	505-6200-453.60-12	C25000	2/2009	29.04
					* Total		29.04
02/04/2009	92638	NEXTEL COMMUNICATIONS	acct 573073317	505-6200-453.50-20	C25000	2/2009	215.90
					* Total		215.90
02/04/2009	92643	OLD WORLD PIZZA	veterans memorial	505-6200-453.76-05	C30100	2/2009	172.13
					* Total		172.13
02/04/2009	92651	RECREATION SUPPLY COMPA	cust m9501	505-6200-453.40-40	C25000	2/2009	690.88
					* Total		690.88
02/04/2009	92662	SEVEN CORNERS HARDWARE,	city of inver grove hgts	505-6200-453.60-40	C25000	2/2009	583.62
					* Total		583.62
02/04/2009	92668	ST. CROIX VALLEY POPCOR	city of inver grove hgts	505-6200-453.40-42	C30100	2/2009	686.99
					* Total		686.99
02/04/2009	92669	ST. PAUL PIONEER PRESS	city of inver grove hgts	505-6200-453.50-25	C91000	2/2009	44.00
					* Total		44.00
02/04/2009	92670	ST. PAUL PIONEER PRESS	city of inver grove hgts	505-6200-453.50-25	C91000	2/2009	44.00
					* Total		44.00
02/04/2009	92680	USA KARATE - IGH	registration canceled	505-0000-207.03-00		2/2009	3.16
			registration canceled	505-0000-352.25-00	C15500	2/2009	46.84
					* Total		50.00
02/04/2009	92684	VISTAR CORPORATION	acct 10095779	505-6200-453.76-05	C30200	2/2009	491.62
			acct 10095779	505-6200-453.76-05	C30200	2/2009	38.24
			acct 10130236	505-6200-453.60-65	C30100	2/2009	63.64
			acct 10130236	505-6200-453.76-05	C30100	2/2009	171.37
			acct 10095779	505-6200-453.60-65	C30200	2/2009	50.10
			acct 10095779	505-6200-453.76-05	C30200	2/2009	109.96
					* Total		848.45

City of Inver Grove Heights  
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CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
01/28/2009	92515	MN LIFE INSURANCE CO	acct 0027324	602-2100-415.20-62	** Fund Total	1/2009 * Total	2.22 2.22
02/04/2009	92618	LEAGUE OF MN CITIES INS	city of inver grove hgts	602-2100-415.50-16		2/2009	227.00-
			city of inver grove hgts	602-2100-415.50-10		2/2009	44,762.50
			city of inver grove hgts	602-2100-415.50-11		2/2009	28,866.00
			city of inver grove hgts	602-2100-415.50-12		2/2009	11,354.75
			city of inver grove hgts	602-2100-415.50-15		2/2009	485.00
			city of inver grove hgts	602-2100-415.50-16		2/2009	3,248.25
					** Fund Total	* Total	88,489.50
01/28/2009	92463	ACE PAINT & HARDWARE	cust 1126	603-5300-444.40-40	** Fund Total	1/2009 * Total	15.42 15.42
01/28/2009	92472	CARQUEST OF ROSEMOUNT	cust 614420	603-5300-444.40-41		1/2009	33.61
			acct 614420	603-0000-145.50-00		1/2009	390.30
			cust 614420	603-5300-444.40-41		1/2009	33.61
					** Fund Total	* Total	457.52
01/28/2009	92484	ELECTRIC FIRE & SECURIT	city of inver grove hgts	603-5300-444.40-40		1/2009	996.84
			city of inver grove hgts	603-5300-444.40-40		1/2009	115.82
					** Fund Total	* Total	1,112.66
01/28/2009	92492	HARTLAND FUEL PRODUCTS	cust 382510	603-0000-145.60-00		1/2009	14,286.07
					** Fund Total	* Total	14,286.07
01/28/2009	92515	MN LIFE INSURANCE CO	acct 0027324	603-5300-444.20-62		1/2009	23.09
					** Fund Total	* Total	23.09
01/28/2009	92529	REGIONS INTERSTATE BILL	acct 14649	603-5300-444.60-12		1/2009	27.67
					** Fund Total	* Total	27.67
01/28/2009	92534	SHERWIN-WILLIAMS	acct 668254535	603-5300-444.40-40		1/2009	90.95
					** Fund Total	* Total	90.95
01/28/2009	92552	WESTERN PETROLEUM COMPA	city of inver grove hgts	603-0000-145.50-00		1/2009	606.25
					** Fund Total	* Total	606.25
01/28/2009	92557	ZEE MEDICAL SERVICE	city of inver grove	603-5300-444.60-65		1/2009	110.03
			city of inver grove	603-5300-444.60-65		1/2009	42.97
					** Fund Total	* Total	153.00
01/28/2009	92558	ZIEGLER INC	acct 4069900	603-5300-444.40-41		1/2009	687.90
					** Fund Total	* Total	687.90
02/04/2009	92561	ACE PAINT & HARDWARE	acct 1126	603-5300-444.60-40		1/2009	121.62
					** Fund Total	* Total	121.62
02/04/2009	92563	ADVANCED GRAPHIX, INC.	inver grove hts pd	603-5300-444.40-41		2/2009	79.51

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CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
02/04/2009	92564	AEARO CO/AOSAFETY	cust 5918140	603-5300-444.60-45		* Total	79.51
02/04/2009	92567	ASTLEFORD INT'L & ISUZU	acct I454	603-0000-145.50-00		* Total	96.00
02/04/2009	92572	BOYER TRUCKS - PARTS DI	acct c20390	603-5300-444.40-41		* Total	290.34
02/04/2009	92576	CARQUEST OF ROSEMOUNT	cust 614420	603-5300-444.40-41		* Total	96.39
			cust 614420	603-0000-145.50-00		1/2009	21.72
			acct 614420	603-0000-145.50-00		1/2009	61.79
			acct 614420	603-0000-145.50-00		2/2009	122.55
			acct 614420	603-5300-444.40-41		2/2009	91.97
			acct 614420	603-5300-444.40-41		2/2009	10.68
			acct 614420	603-5300-444.40-41		2/2009	10.68
			acct 614420	603-5300-444.40-41		2/2009	31.96
			acct 614420	603-0000-145.50-00		2/2009	17.00
			acct 614420	603-5300-444.40-41		2/2009	34.01
			acct 614420	603-0000-145.50-00		2/2009	50.74
						* Total	431.74
02/04/2009	92591	EMERGENCY AUTOMOTIVE TE	inver grove hts	603-5300-444.80-70		2/2009	.55
			inver grove hts	603-5300-444.80-70		2/2009	.50
						* Total	1.05
02/04/2009	92592	EMERGENCY AUTOMOTIVE TE	inver grove hghts city	603-5300-444.40-41		2/2009	191.70
			inver grove hghts city	603-5300-444.40-41		2/2009	123.00
			inver grove hghts city	603-5300-444.40-41		2/2009	263.10
			inver grove hghts city	603-5300-444.40-41		2/2009	250.81
						* Total	828.61
02/04/2009	92598	FORCE AMERICA, INC.	cust 366100	603-5300-444.40-41		1/2009	2,242.55
			inver grove hghts city	603-5300-444.40-41		2/2009	137.60
						* Total	2,380.15
02/04/2009	92599	G & K SERVICES	cust 7494701	603-5300-444.40-65		1/2009	99.36
			cust 7494701	603-5300-444.60-45		1/2009	40.61
			acct 7494701	603-5300-444.40-65		2/2009	99.36
			acct 7494701	603-5300-444.60-45		2/2009	40.62
						* Total	279.95
02/04/2009	92609	I-STATE TRUCK CENTER	cust 13468	603-5300-444.40-41		1/2009	137.94
						* Total	137.94
02/04/2009	92612	INVER GROVE FORD	city of inver grove hghts	603-5300-444.40-41		1/2009	68.00
						* Total	68.00
02/04/2009	92614	KIMBALL MIDWEST	acct 222006	603-0000-145.50-00		2/2009	8.73
			acct 222006	603-5300-444.60-12		2/2009	253.61
						* Total	262.34

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
02/04/2009	92619	LITTLE FALLS MACHINE IN	cust inver	603-5300-444.40-41		1/2009 * Total	418.23 418.23
02/04/2009	92636	MTI DISTRIBUTING CO	cust 91180	603-5300-444.40-41		2/2009	922.81
			cust 91180	603-5300-444.40-41		2/2009 * Total	23.58 946.39
02/04/2009	92644	OXYGEN SERVICE COMPANY,	cust 04393	603-5300-444.60-12		1/2009 * Total	217.21 217.21
02/04/2009	92646	POMP'S TIRE SERVICE, IN	cust 4502557	603-5300-444.60-14		1/2009	527.86
			acct 4502557	603-0000-145.50-00		2/2009	1,214.10
			acct 4502557	603-5300-444.60-14		2/2009 * Total	365.38 2,107.34
02/04/2009	92650	R & R SPECIALTIES OF WI	igh veterans	603-5300-444.40-41		1/2009 * Total	514.14 514.14
02/04/2009	92652	REGIONS INTERSTATE BILL	cust 14649	603-5300-444.40-41		1/2009	301.07
			cust 14649	603-5300-444.40-41		1/2009 * Total	160.13- 140.94
02/04/2009	92663	SHERWIN-WILLIAMS	cust 668254535	603-5300-444.40-40		1/2009	16.48
			acct 668254535	603-5300-444.40-40		2/2009	65.58
						* Total	82.06
02/04/2009	92674	SYN-TECH SYSTEMS	cust ingro	603-5300-444.40-42		1/2009 * Total	872.81 872.81
02/04/2009	92687	WESTERN PETROLEUM COMPA	city of inver grove	603-0000-145.50-00		2/2009 * Total	1,161.25 1,161.25
01/28/2009	92515	MN LIFE INSURANCE CO	acct 0027324	604-2200-416.20-62		1/2009 * Total	1.09 1.09
01/28/2009	92524	OFFICE DEPOT	CUST 6011568510088883	604-2200-416.60-10	** Fund Total	1/2009 * Total	67.32 67.32
01/28/2009	92532	S & T OFFICE PRODUCTS	CUST S28777	604-2200-416.60-10		1/2009	17.06
			CUST S28777	604-2200-416.60-10		1/2009	11.35
			CUST S28777	604-2200-416.60-10		1/2009	11.35-
			CUST S28777	604-2200-416.60-10		1/2009	64.50
			CUST S28777	604-2200-416.60-10		1/2009	49.31
			CUST S28777	604-2200-416.60-10		1/2009	76.86
			CUST S28777	604-2200-416.60-10		1/2009	138.91
			CUST S28777	604-2200-416.60-10		1/2009	41.50
			CUST S28777	604-2200-416.60-10		1/2009	69.71
			CUST S28777	604-2200-416.60-10		1/2009	16.23
			CUST S28777	604-2200-416.60-10		1/2009	39.39-
			CUST S28777	604-2200-416.60-10		1/2009	59.61
			CUST S28777	604-2200-416.60-10		1/2009	8.88

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
01/28/2009	92532	S & T OFFICE PRODUCTS	CUST 528777	604-2200-416.60-10		1/2009 * Total	53.89 596.07
02/04/2009	92642	OFFICE EQUIPMENT FINANC	acct 923425 acct 923425	604-2200-416.40-50 604-2200-416.40-50		2/2009 2/2009 * Total	94.50 76.57 171.07
01/27/2009	92461	US POSTMASTER	city of inver grove hgts	605-3100-419.50-35	** Fund Total	1/2009 * Total	835.55 1,219.43 1,219.43
01/28/2009	92471	BROTHERS MFG	city of inver grove	605-3100-419.60-11		1/2009 * Total	158.78 158.78
01/28/2009	92515	MN LIFE INSURANCE CO	acct 0027324	605-3100-419.20-62		1/2009 * Total	9.07 9.07
01/28/2009	92545	TOTAL CONSTRUCTION & EQ	CITY OF INVER GROVE	605-3100-419.40-40		1/2009 * Total	452.96 452.96
02/04/2009	92611	INTEGRA TELECOM	acct 2129	605-3100-419.40-40		2/2009 * Total	75.00 75.00
02/04/2009	92620	LONE OAK COMPANIES	city of inver grove hgts	605-3100-419.50-35		2/2009 * Total	317.84 317.84
02/04/2009	92641	NS/I MECHANICAL CONTRAC	city of inver grove hgts city of inver grove hgts city of inver grove hgts	605-3100-419.40-40 605-3100-419.40-40 605-3100-419.40-40		1/2009 2/2009 2/2009 * Total	1,893.00 959.08 1,062.08 3,914.16
01/28/2009	92515	MN LIFE INSURANCE CO	acct 0027324	606-1400-413.20-62	** Fund Total	1/2009 * Total	6,147.24 8.69 8.69
01/28/2009	92549	VERIZON WIRELESS	acct 280581502	606-1400-413.50-20		1/2009 * Total	31.97 31.97
02/04/2009	92590	ELERT & ASSOCIATES	city of inver grove hgts	606-1400-413.30-70		1/2009 * Total	1,702.50 1,702.50
02/04/2009	92647	POSGUYS.COM	city of inver grove	606-1400-413.60-41		2/2009 * Total	286.00 286.00
01/28/2009	92468	ARAMARK REFRESHMENT SER	CUST 39398	702-0000-228.65-00	** Fund Total	1/2009 * Total	2,029.16 127.89 127.89
01/28/2009	92542	TARGET BANK	acct xxxxxx9370 ACCT XXXXXX9370	702-0000-230.72-00 702-0000-230.72-00		1/2009 1/2009	11.69 34.05

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
01/28/2009	92545	TOTAL CONSTRUCTION & EQ	refund deposit	702-0000-229.43-00		* Total	45.74
						* 1/2009	481.37
						* Total	481.37
02/04/2009	92569	BATON HOMES	baton homes	702-0000-229.46-00		* 2/2009	10,000.00
						* Total	10,000.00
02/04/2009	92573	BRIDGELAND DEVELOPMENT	woodhaven ponds	702-0000-228.78-00		* 2/2009	5,705.97
						* Total	5,705.97
02/04/2009	92574	BRUGGEMAN HOMES	annistone ranch	702-0000-228.71-00		* 2/2009	14,086.44
						* Total	14,086.44
02/04/2009	92578	CENTEX HOMES	lafayette e 2nd addition	702-0000-229.42-00		* 2/2009	39,406.77
						* Total	39,406.77
02/04/2009	92585	DAKOTA CTY SHERIFF'S DE	norma franco	702-0000-229.10-00		* 2/2009	500.00
						* Total	500.00
02/04/2009	92587	DANNER INC	dawn way ridge	702-0000-229.25-00		* 2/2009	13,827.38
						* Total	13,827.38
02/04/2009	92593	EMMONS & OLIVIER RESOUR	inver grove hts	702-0000-228.21-00		* 2/2009	596.00
			inver grove hts	702-0000-228.22-00		* 2/2009	206.25
			inver grove hts	702-0000-228.22-00		* 2/2009	196.00
			inver grove hts	702-0000-228.21-00		* 2/2009	5,928.37
			inver grove hts	702-0000-228.22-00		* 2/2009	2,479.11
			inver grove hts	702-0000-230.44-00		* 2/2009	1,591.55
						* Total	10,997.28
02/04/2009	92597	FINANCIAL CAPITAL	woodland preserve	702-0000-228.53-00		* 2/2009	42,735.53
						* Total	42,735.53
02/04/2009	92601	GONYEA DEVELOPMENT	orchard heights	702-0000-230.67-00		* 2/2009	15,409.16
						* Total	15,409.16
02/04/2009	92604	HALLE PROPERTIES	discount tire	702-0000-229.49-00		* 2/2009	317.88
						* Total	317.88
02/04/2009	92606	HEARTLAND CREDIT UNION	heartland credit union	702-0000-230.04-00		* 2/2009	14,779.70
						* Total	14,779.70
02/04/2009	92608	HYDRO VAC INC	hydrant rental	702-0000-229.43-00		* 2/2009	919.44
						* Total	919.44
02/04/2009	92624	MCDANIELS INVESTMENTS	inver grove honda	702-0000-230.20-00		* 2/2009	26,715.59
						* Total	26,715.59
02/04/2009	92625	MICHAEL MEDICAL IGH LLC	inver grove professional	702-0000-229.73-00		* 2/2009	5,241.66
						* Total	5,241.66
02/04/2009	92654	RIEGEL, JEFF	wildwood ranch estates	702-0000-230.13-00		* 2/2009	165.90

City of Inver Grove Heights  
 CHECK REGISTER BY FUND

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
02/04/2009	92656	ROTTLUND COMPANY	arbor knoll	702-0000-229.04-00		2/2009	33,424.89
			aspen ridge	702-0000-229.57-00		2/2009	4,797.34
			ashwood ponds 2nd additin	702-0000-229.80-00		2/2009	9,418.65
			ashwood ponds 3rd additin	702-0000-229.92-00		2/2009	16,403.99
			arbor pointe 6th additin	702-0000-229.95-00		2/2009	4,174.86
			ashwood ponds	702-0000-230.39-00		2/2009	7,875.78
			arbor point 12th additin	702-0000-230.86-00		2/2009	12,315.88
					* Total		88,411.39
02/04/2009	92657	ROYAL OAKS REALTY	forest ridge	702-0000-230.51-00		2/2009	546.37
					* Total		546.37
02/04/2009	92673	SWIFT TRANSPORTATION	REFUND ESCROW	702-0000-228.84-00		2/2009	3,424.43
					* Total		3,424.43
02/04/2009	92691	WSB & ASSOCIATES, INC.	city of inver grove hqts	702-0000-228.22-00		2/2009	1,493.00
			city of inver grove hqts	702-0000-228.21-00		2/2009	4,584.00
					* Total		6,077.00
01/28/2009	92515	MN LIFE INSURANCE CO	acct 0027324	703-5500-446.20-62	** Fund Total	1/2009	299,922.89
					* Total		2.22
							2.22
					** Fund Total		2.22
					*** Bank Total		734,299.02
			281 Checks		*** Grand Total		734,299.02

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

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Meeting Date: February 9, 2009  
Item Type: Consent  
Contact: Judy Thill, 651-450-2495  
Prepared by: Judy Thill, Fire Chief  
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 acceptance of a \$1,000 donation from the Wal-Mart Foundation.

**SUMMARY**

The Wal-Mart Foundation kindly donated \$1,000 to the Inver Grove Heights Fire Department. Presented by the Inver Grove Heights Wal-Mart, this generous donation will be used toward fire-related equipment.

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

Meeting Date: February 9, 2009  
 Item Type: Consent  
 Contact: Lt. Larry Stanger (651) 450-2528  
 Prepared by: Lt. Larry Stanger  
 Department of Public Safety  
 Reviewed by: Chief Charles Kleckner  
 Director of Public Safety

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

**PURPOSE/ACTION REQUESTED:**

Consider request to accept a \$1000.00 donation to the Inver Grove Heights Police Department from Wal-Mart Foundation.

**SUMMARY:**

The Wal-Mart Foundation has again generously donated \$1000.00 to the Inver Grove Heights Police Department. They have asked that the funds be used for the purchase of police department related equipment.

THE BACK OF THIS DOCUMENT CONTAINS AN ARTIFICIAL WATERMARK - HOLD AT AN ANGLE TO VIEW

WAL-MART FOUNDATION  
702 S.W. 8th Street  
BENTONVILLE, ARKANSAS 72716

BANK OF BENTONVILLE  
BENTONVILLE, AR  
81-701 / 829

DATE OF CHECK	CHECK NUMBER
12/01/2008	1500830

CHECK AMOUNT	\$ *****1,000.00
--------------	------------------

Void After 180 Days

PAY ONE THOUSAND DOLLARS AND NO CENTS  
TO THE ORDER OF CITY OF INVER GROVE HEIGHTS POLICE  
INVER GROVE HEIGHTS MN

5089 - 8996

*Frank M. Hobbins*

Executive VP, Finance and Treasurer

⑆ 1500830⑆ ⑆ 08 29088 16⑆ 95525192⑆

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

**CITY OF INVER GROVE HEIGHTS**

Meeting Date: February 9, 2009  
 Item Type: Consent Agenda  
 Contact: Allan Hunting 651.450.2554  
 Prepared by: Allan Hunting, City Planner  
 Reviewed by:

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

**PURPOSE/ACTION REQUESTED**

Consider a Resolution relating to adopting the Dakota County Uniform Street Naming and Addressing System Procedural Manual.

- Requires 3/5th's vote.
- 60-day deadline – N/A

**SUMMARY**

Historically, all street naming and addressing in the City had been assigned by the County. Recently, the County determined they only have the authority to assign street names to county roads. All cities in the county are now required to assign their own street names and addresses as part of plat approval process.

All of the streets and addresses in Inver Grove Heights follow a uniform street naming and addressing manual that was prepared by the County to insure uniform addressing vital to emergency response. At the end of 2008, the County formally adopted a revised Uniform Street Naming and Addressing System Procedural Manual that cities are encouraged to use as they take over this task. The County has offered to help staff if needed during the transition process.

Community Development, Fire Protection and Police have met on this topic and agree to utilize the County manual as the City takes over street naming. Staff is requesting Council to adopt the attached resolution which formally establishes the City will continue to use this system. Upon adoption of this resolution, Staff will then prepare an ordinance effectuating the same.

**RECOMMENDATION**

Planning Staff Recommends approval of the attached resolution.

Attachments: Uniform Street Naming and Addressing Resolution

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

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

**A RESOLUTION ADOPTING THE  
DAKOTA COUNTY UNIFORM STREET NAMING  
AND ADDRESSING SYSTEM PROCEDURAL MANUAL**

**WHEREAS**, in 1965, Dakota County adopted Ordinance No. 51, Uniform Street Naming and Addressing System, which applied to properties and parcels of land within the unincorporated areas of Dakota County.

**WHEREAS**, a 1992 amendment to Ordinance No. 51 expanded the scope of Ordinance No. 51 and gave Dakota County the authority to apply the ordinance to all streets and roads located in all the townships and certain cities located within Dakota County, including the City;

**WHEREAS**, Dakota County determined that Ordinance No. 51 exceeds Dakota County's authority because Dakota County only has the authority to name and number its own roads;

**WHEREAS**, the task of assigning street names and assigning addresses within the City must now be performed by the City because Dakota County lacks the authority to do so;

**WHEREAS**, Dakota County has recently developed a Uniform Street Naming and Addressing System Procedural Manual that it will utilize for the naming and addressing of its own roads and that cities for which it had previously provided naming and addressing services may utilize with respect to naming and addressing streets within their own jurisdictions;

**WHEREAS**, the City would prefer to maintain the existing system for street naming and assignment of addresses, so as to preserve a predictable, logical and consistent system for those assignments;

**WHEREAS**, the continuance of Dakota County's method for naming streets and assigning addresses will promote public safety;

**NOW, THEREFORE BE IT RESOLVED** by the Inver Grove Heights City Council:

- 1.) The City shall adopt the Dakota County Uniform Street Naming and Addressing System Procedural Manual and the City Attorney is directed to draft an ordinance effectuating the same.

Passed this \_\_\_\_<sup>th</sup> day of February, 2009.

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

ATTEST:

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

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**Resolutions Calling for Hearing on Proposed Assessments and Declaring Costs to be Assessed and Ordering Preparation of Proposed Assessments for 2007 Pavement Management Program – City Project No. 2007-09E – 46<sup>th</sup> Street East Bituminous Removal and Replacement**

Meeting Date: February 9, 2009  
 Item Type: Consent  
 Contact: Scott D. Thureen, 651.450.2571  
 Prepared by: Scott D. Thureen, Public Works Director  
 Reviewed by: *SST*

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

**PURPOSE/ACTION REQUESTED**

Consider a resolution calling for hearing on proposed assessments and a resolution declaring the costs to be assessed and ordering preparation of the proposed assessments for 2007 Pavement Management Program, City Project No. 2007-09E – 46<sup>th</sup> Street East Bituminous Removal and Replacement.

**SUMMARY**

This project was ordered on May 29, 2007 and has been completed. An assessment hearing is proposed for March 9, 2009.

Five single-family parcels are proposed to be assessed (see attached Exhibit 1).

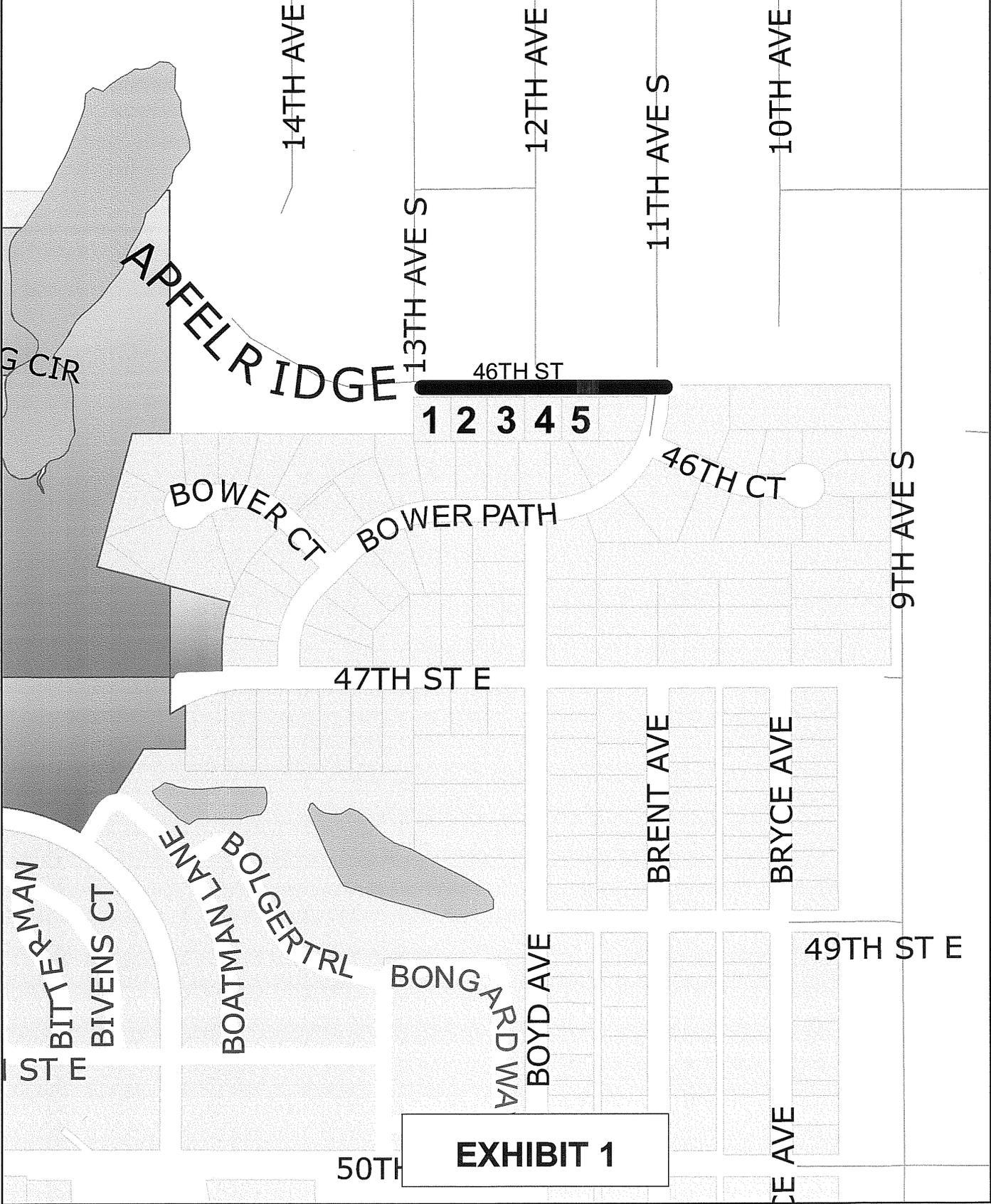
I recommend adopting the attached resolutions calling for hearing on proposed assessment, declaring the costs to be assessed and ordering preparation of the proposed assessments for the 2007 Pavement Management Program, City Project No. 2007-09E – 46<sup>th</sup> Street East Bituminous Removal and Replacement.

SDT/kf  
 Attachments: Exhibit 1 – Map  
 Table 1 – Final Assessment Roll  
 Resolutions

OD

**CITY PROJECT NO. 2007-09E**

**46TH STREET BITUMINOUS  
PAVEMENT REMOVAL AND REPLACEMENT**



**EXHIBIT 1**

**TABLE 1**  
**CITY PROJECT NO. 2007-09E**  
**BITUMINOUS REMOVAL AND REPLACEMENT**  
**FINAL ASSESSMENT COSTS**

PID NO.	OWNER NAME	PROPERTY ADDRESS		ESTIMATED ASSESSMENT
206710001001	GREGORY & ROXANNE KRONICK	2760 46TH ST E	INVER GROVE HTS MN 55076-1122	\$3,063.63
206710002001	DAVID & NANCY E OSLAND	2778 46TH ST E	INVER GROVE HTS MN 55076-1122	\$3,063.63
206710003001	MICHAEL & BRENDA L VERWAY	2796 46TH ST E	INVER GROVE HTS MN 55076-1122	\$3,063.63
206710004001	ROBERTA RETTING	2828 46TH ST E	INVER GROVE HTS MN 55076-1150	\$3,063.63
206710005001	BARBARA HOUSLEY	2836 46TH ST E	INVER GROVE HTS MN 55076-1150	\$3,063.63
			<b>TOTAL</b>	<b>\$15,318.15</b>

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

**RESOLUTION CALLING FOR HEARING ON PROPOSED ASSESSMENTS**

**2007 PAVEMENT MANAGEMENT PROGRAM  
CITY PROJECT NO. 2007-09E – 46<sup>TH</sup> STREET EAST BITUMINOUS REMOVAL  
AND REPLACEMENT**

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

**WHEREAS**, by a resolution of the City Council on February 9, 2009, the City Clerk was directed to prepare proposed assessments of the costs of the improvements as follows:

**2007 Pavement Management Program  
City Project No. 2007-09E – 46<sup>th</sup> Street East Bituminous Removal and Replacement**

**WHEREAS**, the City Clerk has notified the City Council that such assessments have been completed and filed in the City Clerk's Office for public inspection.

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

1. A hearing shall be held on the 9<sup>th</sup> day of March, 2009, in the City Council Chambers, 8150 Barbara Avenue at 7:30 p.m., to pass upon the proposed assessments; and, at such time and place, all persons owning property affected by such improvements shall be given an opportunity to be heard with reference to such assessments.
2. The City Clerk is hereby directed to cause a notice of hearing on the proposed assessments to be published once in the official newspaper and to be mailed to the owner of each parcel described in the assessment roll.

Adopted by the City Council of Inver Grove Heights, Minnesota this 9<sup>th</sup> day of February 2009.

AYES:  
NAYS:

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

ATTEST:

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

CITY OF INVER GROVE HEIGHTS  
DAKOTA COUNTY, MINNESOTA

RESOLUTION DECLARING COSTS TO BE ASSESSED AND ORDERING PREPARATION OF  
PROPOSED ASSESSMENTS

2007 PAVEMENT MANAGEMENT PROGRAM  
CITY PROJECT NO. 2007-09E – 46<sup>TH</sup> STREET EAST BITUMINOUS REMOVAL  
AND REPLACEMENT

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

**WHEREAS**, by a resolution of the City Council on February 9, 2009, the City Clerk was directed to prepare proposed assessments of the costs of the improvements as follows:

2007 Pavement Management Program  
City Project No. 2007-09E – 46<sup>th</sup> Street East Bituminous Removal and Replacement

**WHEREAS**, the total final project cost is \$20,424.21.

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

1. The amount to be specially assessed for City Project No. 2007-09E is hereby declared to be \$15,318.15.
2. The City Clerk, with the assistance of the Public Works Director, shall forthwith calculate the proper amount to be specially assessed for such improvement against every assessable lot, piece or parcel of land within the district affected, without regard to cash valuation, as provided by law, and shall be filed in the City Clerk's office for public inspection.

Adopted by the City Council of Inver Grove Heights, Minnesota this 9<sup>th</sup> day of February 2009.

AYES:  
NAYS:

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

ATTEST:

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

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

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**SCHEDULE SPECIAL MEETING**

Meeting Date: February 9, 2009  
Item Type: Consent  
Contact: Jenelle Teppen, Asst. City Admin  
Prepared by:  
Reviewed by: n/a

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

**PURPOSE/ACTION REQUESTED** Schedule a special meeting.

**SUMMARY** Staff requests that the Council set a special work session on Tuesday, February 17, 2009 at 5:30 p.m. to review and discuss the Council Chambers design; review the pre-bid construction cost estimate and project budget and alternates; discussing bidding strategies and a possible project labor agreement for the proposed Public Safety Addition/City Hall Renovation.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

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Meeting Date: February 9, 2009  
Item Type: Consent  
Contact: 651.450.2513  
Prepared by: Melissa Rheame  
Reviewed by:

**Fiscal/FTE Impact:**

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

**PURPOSE/ACTION REQUESTED:** Consider renewal of 3.2% On Sale Liquor License for Arbor Pointe Golf Club.

**SUMMARY:**

On January 28, 2009 the City received an application for renewal of the 3.2% On Sale Liquor License held by Arbor Pointe Golf Club. A background investigation was completed by the Police Department and no basis for denial was found. The applicant also submitted the appropriate license fees and required liquor liability insurance documentation.

Because Council already held a public hearing to consider liquor license renewals on December 8, 2008 another hearing is not required as Arbor Pointe Golf Club was listed on the notice of public hearing and the opportunity for Council to receive public comment regarding renewal of the license was provided at that time.

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

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PERSONNEL ACTIONS

Meeting Date: February 9, 2009  
Item Type: Consent  
Contact: Jenelle Teppen, Asst. City Admin  
Prepared by: Amy Brinkman, H.R. Coordinator  
Reviewed by: n/a

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

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

Please confirm the seasonal/temporary employment of: Mandy Bruns, Sarah Grosland, Fue Thao, and Ryan Adamson.

Please confirm the termination of seasonal/temporary employment of: Luke Taylor.

Please confirm the termination of employment of Brian Brandt as Lieutenant in the Fire Department.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

**Assessment Hearing for the 2008 Pavement Management Program, City Project No. 2008-09C – Mill and Overlay**

Meeting Date: February 9, 2009  
 Item Type: Assessment Hearing  
 Contact: Steve Dodge, 651.450.2541  
 Prepared by: Steve Dodge, Asst. City Engineer  
 Reviewed by: Scott D. Thureen, Public Works Director

*SAT*

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

**PURPOSE/ACTION REQUESTED**

Consider a resolution adopting the final assessment roll for the 2008 Pavement Management Program, City Project No. 2008-09C – Mill and Overlay.

**SUMMARY**

Last year’s mill and overlay included the following: Bituminous mill and overlay of Cenex Drive which included a full street width 2-inch deep mill, miscellaneous curb replacement, storm casting adjustments, miscellaneous street repair, new pedestrian ramps, 2-inch bituminous overlay, and striping.

City Project No. 2008-09C was ordered by Council on May 12, 2008 as part of the City’s 2008 Pavement Management Program. The total project cost is \$111,192.33.

Four commercial parcels with two owners are proposed to be assessed (see Exhibit 1). Under the approved funding policy for the PMP, the City portion consists of at least 20 percent of the assessable project cost, plus extra bituminous width, corner credits, and adding in the 100 percent City contribution items such as striping. The total City portion is \$44,678.48. Multi-family, Commercial, Industrial and Institutional properties are assessed on a front footage basis. The proposed final assessment amount is \$66,513.85 (Final Assessment Roll – Table 2 attached). The proposed term and interest rate are five (5) years and 5.8 percent, respectively.

There was no informational meeting since both owners received a full packet of assessment information by mail. Staff did receive a call from CHS, the owner of three of the parcels, and answered the questions they had concerning the proposed assessments.

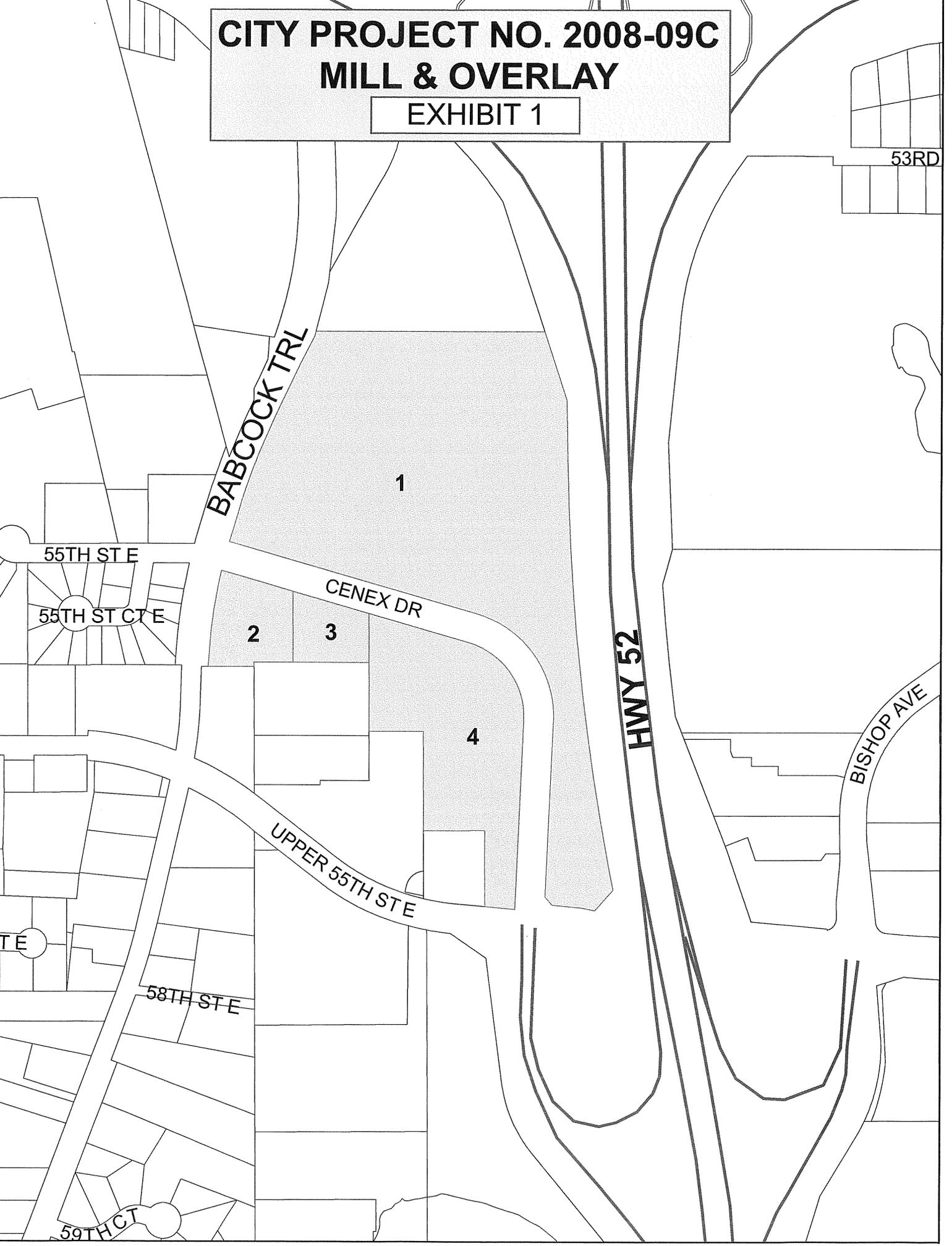
I recommend approving the resolution adopting the final assessment roll for the 2008 Pavement Management Program, City Project No. 2008-09C – Mill and Overlay.

SWD/kf

- Attachments: Exhibit 1 – Map of Properties
- Table 1 – Final Assessment Roll
- Resolution

# CITY PROJECT NO. 2008-09C MILL & OVERLAY

## EXHIBIT 1



**TABLE 1**  
**CITY PROJECT NO. 2008-09C - MILL AND OVERLAY**  
**PRELIMINARY ASSESSMENT ROLL**

MAP NO.	TAX PIN	OLNAME	TYPE	TOTAL FRONT FOOT	CORNER CREDIT	FRONT FOOT W/ CORNER CREDIT	ASSESSMENT RATE	TOTAL ASSESSMENT AMOUNT
	1	201670002102	FARMERS UNION CENT	Commercial	1929.86	135.00	1794.86	\$24.15
2	201670002102	FARMERS UNION CENT	Commercial	85.54	0.00	85.54	\$24.15	\$2,065.82
3	201670103001	FARMERS UNION CENT	Commercial	108.22	0.00	108.22	\$24.15	\$2,613.54
4	201670103001	FARMERS UNION CENT	Commercial	136.76	0.00	136.76	\$24.15	\$3,302.83
5	201670102001	FARMERS UNION CENT	Commercial	264.50	0.00	264.50	\$24.15	\$6,387.67
6	201670101001	GROUP HEALTH PLAN	Commercial	1326.91	135.00	1191.91	\$24.15	\$28,784.70
<b>TOTAL:</b>								<b>\$86,500.45</b>

CITY OF INVER GROVE HEIGHTS  
DAKOTA COUNTY, MINNESOTA

RESOLUTION ADOPTING THE ASSESSMENT FOR THE 2008 PAVEMENT MANAGEMENT PROGRAM,  
CITY PROJECT NO. 2008-09C – MILL AND OVERLAY

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

**WHEREAS**, pursuant to proper notice duly given as required by law, the Council has met, heard and passed upon all objections to the proposed assessment for the improvements – 2008 Pavement Management Program, City Project No. 2008-09C – Mill and Overlay which includes the following areas:

**Area**

Cenex Drive which included a full street width 2-inch deep mill, miscellaneous curb replacement, storm casting adjustments, miscellaneous street repair, new pedestrian ramps, 2-inch bituminous overlay, and striping.

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

1. Such proposed assessment, a copy of which is attached hereto and made a part hereof, is hereby accepted and shall constitute the special assessment against the lands herein, and each tract of land therein included is hereby found to be benefited by the proposed assessment levied against it.
2. Such assessment shall be payable in equal installments extending over a period of five (5) years, the first of the installments to be payable on or before the first Monday in January 2010, and shall bear interest at the rate of 5.8 percent per annum from the date of adoption of this assessment resolution. To the first installment shall be added interest for one year on all unpaid installments.
3. The owner of any property, so assessed, may at any time prior to certification of the assessment to the County Auditor, pay the whole of the assessment on such property with interest accrued to the date of payment, to the City Treasurer, except that no interest shall be charged if the entire assessment is paid within thirty days from the adoption of this resolution; and the owner may, at any time thereafter, pay to the County Treasurer the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 15, or interest will be charged through December 31 of the next succeeding year.
4. The Clerk, shall, forthwith, transmit a certified duplicate of this assessment to the County Auditor to be extended on the property tax lists of the County, and such assessments shall be collected and paid over the same manner as other municipal taxes.

Adopted by the City Council of Inver Grove Heights this 9<sup>th</sup> day of February 2009.

AYES:

NAYS:

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

ATTEST:

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

**CITY OF INVER GROVE HEIGHTS**

**REQUEST FOR COUNCIL ACTION**

Consider Approval of the Mississippi River Regional Trail Through Heritage Village Park

Meeting Date: February 9, 2009  
 Item Type: Regular Agenda  
 Contact: Eric Carlson – 651.450.2587  
 Prepared by: Eric Carlson  
 Reviewed by: Eric Carlson – Parks & Recreation

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

**PURPOSE/ACTION REQUESTED**

The Mississippi River Regional Trail will generally be an off-road, two-way, multi-use trail with a 20' easement and a 10' bituminous surface. The design speed for the trail is 20 mph. The Park and Recreation Commission reviewed this item and is recommending the trail be located along Doffing Ave to 66<sup>th</sup> St.

Staff recommends:

- Approval of Doffing Ave Alignment or the 65<sup>th</sup> St Alignment
- Authorizing the City Engineer to sign off on the detailed plans submitted by the County\WSB for the alignment chosen by the Council once they have been reviewed by City staff
- Authorize the Mayor and City Clerk to sign the Declaration of Trailway Easement and Temporary Construction Easement Document for the alignment chosen by the Council once it has been reviewed by the City Attorney's office

**SUMMARY**

The Council must give approval of an alignment for the Mississippi River Regional Trail. At the last Council meeting on January 26<sup>th</sup> the Council directed staff to work with the County on an alternative alignment to the alignment along Doffing Ave which was being considered. There are two alignments that the Council can consider, Doffing Ave alignment and 65<sup>th</sup> St alignment.

**Doffing Ave Alignment**

On December 10, 2007, the Council passed a motion to approve the Doffing Ave alignment to 66<sup>th</sup> St. pending the final design and engineering report from Dakota County.

As designed, the trail is located within existing right-of-way along Doffing Ave. In relation to 6549 Doffing Ave, the edge of the trail is 20' from the foundation of the structure. Mr. and Mrs. Dziewic have submitted a letter to Tom Link, Community Development Director, requesting to proceed with our voluntary property acquisition. A formal offer to the Dziewic's for their property is being worked on by the CDA.

Dakota County will reimburse the City \$78,600 for cost associated with the construction of the trail through Heritage Village Park and Doffing Ave. These funds could be used by the City to help in acquisition cost of the Dziewic's property.

## **65<sup>th</sup> St Alignment**

As directed by the Council, an alternative to the Doffing Ave alignment is a route that is aligned in the park and exits on 65<sup>th</sup> St. This route can be considered by the Council because of changing circumstances.

- The city was pursuing a crossing of the railroad at 63<sup>rd</sup> St and knew that we would need to close two crossing of the railroad if we were to gain the new crossing....65<sup>th</sup> St was one of the proposed crossings to be closed....since that time, the railroad has denied the City's request to have a crossing at 63<sup>rd</sup> St.
- 65<sup>th</sup> St was being proposed to be closed due to the reconstruction of Concord Blvd...since that time, the County has indicated that 65<sup>th</sup> St can stay open
- At the time, the County didn't have enough land to get the trail from 65<sup>th</sup> to 66<sup>th</sup>...since that time the County has purchased Cameron Liquor's
- At the time, the County was indicating that they needed to construct the MRRT in 2008...since that time the County requested and was granted an extension for the MRRT and construction must now be completed in 2009.

The County will need to:

- Gain approval from Xcel Energy to construct the trail in their power line easement...no issues anticipated
- Gain approval from the railroad to have a crossing of the tracks at 65<sup>th</sup> St...this will include proposed crossing improvements...basically the County will use similar improvements being proposed at 66<sup>th</sup> St and move them to 65<sup>th</sup> St...no issues anticipated

A few other issues concerning the MRRT include were asked at the last Council meeting as follows:

**Railroad** – A portion of the trail in South St. Paul runs along the Dakota Bulk Railroad and crosses the Dakota Bulk spur track. The distance from the center of the trail to the center of the Dakota Bulk Rail is a minimum of 19 feet. The trail and the track are separated by a 5-foot chain link fence. In response Jim Dziewic question as to why it can't run along the Railroad between 65<sup>th</sup> and 66<sup>th</sup> Street – because it would require the purchase of Union Pacific Rail Road property. In SSP, Dakota County is purchasing land from Dakota Bulk and the SSP Gun Club.

**Mitigation Dollars** – Dakota County is not proposing to change the agreement (though the board has not approved the agreement). The amount in the agreement is \$78,600. The City may wish to utilize some of these funds to screen the property between Doffing and the trail through the park.

**What Does the City Do after the trail is Built?** – The County will maintain the trail in the future. Likely trail amenities will include parking lot, signage, restrooms etc. These items are not yet programmed in the County CIP, but County staff will work with City staff on the timing and location of future amenities.

**South St. Paul Gun Club** – Recently, we have been made aware of a 2005 MN State Statute that protects the operations of outdoor gun clubs.

*Section 87A.04(a) states that no new development shall be approved for any portion of property within 750 feet of the perimeter property line of an outdoor shooting range if the change in use, development, or construction would cause an outdoor shooting range in compliance with this chapter to become out of compliance.*

The trail on the City property is within 750 feet of the Gun Club. It is unknown at this time whether the new development (the MRRT) causes the Gun Club to be out of compliance with

respect to noise standards as they might apply to a public pedestrian trail in proximity to a gun club. The County should determine that issue.

*Section 87A.04(b) says that the new development may be approved if the person seeking the approval agrees to provide any mitigation required to keep the range in compliance with this chapter.*

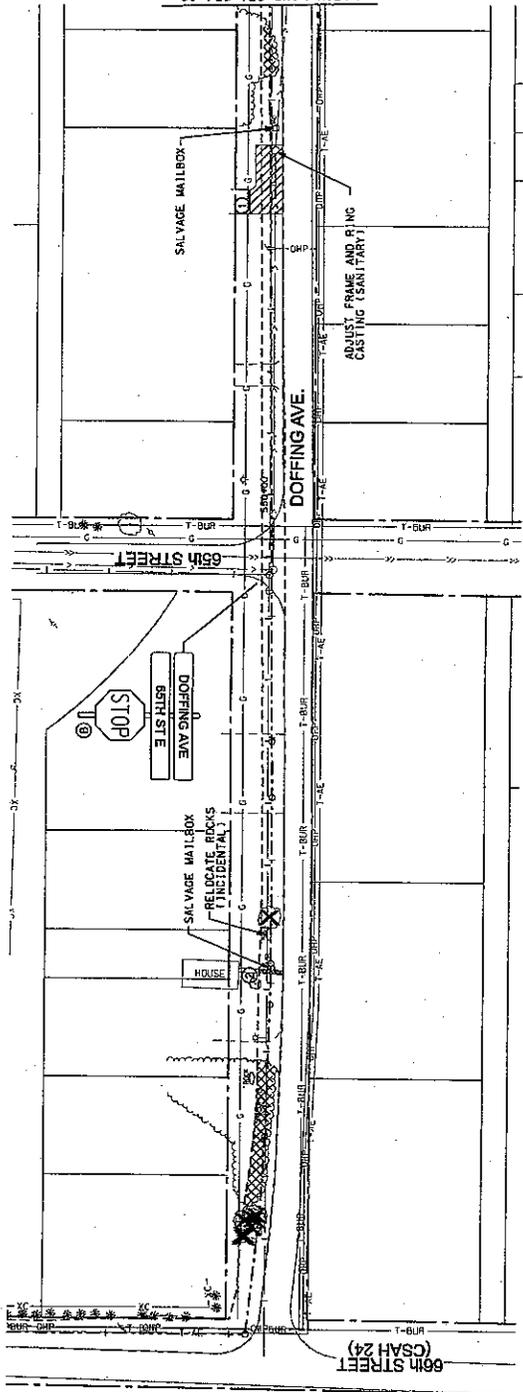
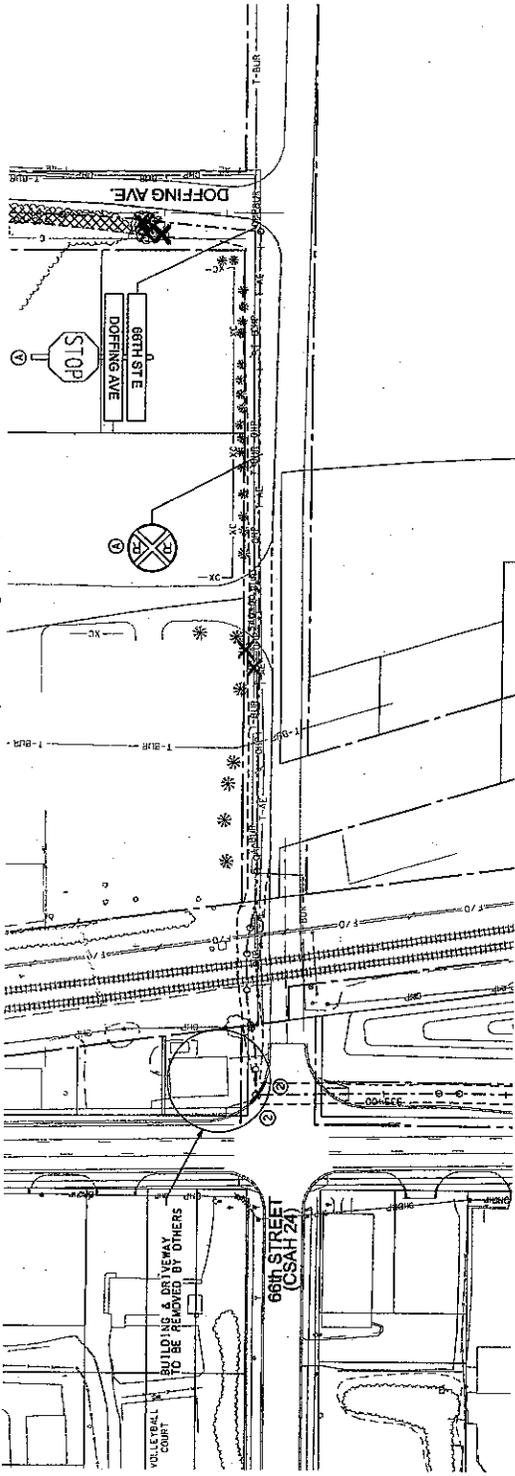
Since the new development is the responsibility of the County, the County should have the responsibility of providing mitigation. The City should not have any responsibility so the City Attorney has added language to the easement agreement making necessary mitigation the responsibility of the County.



# **Doffing Ave Easement Alignment**

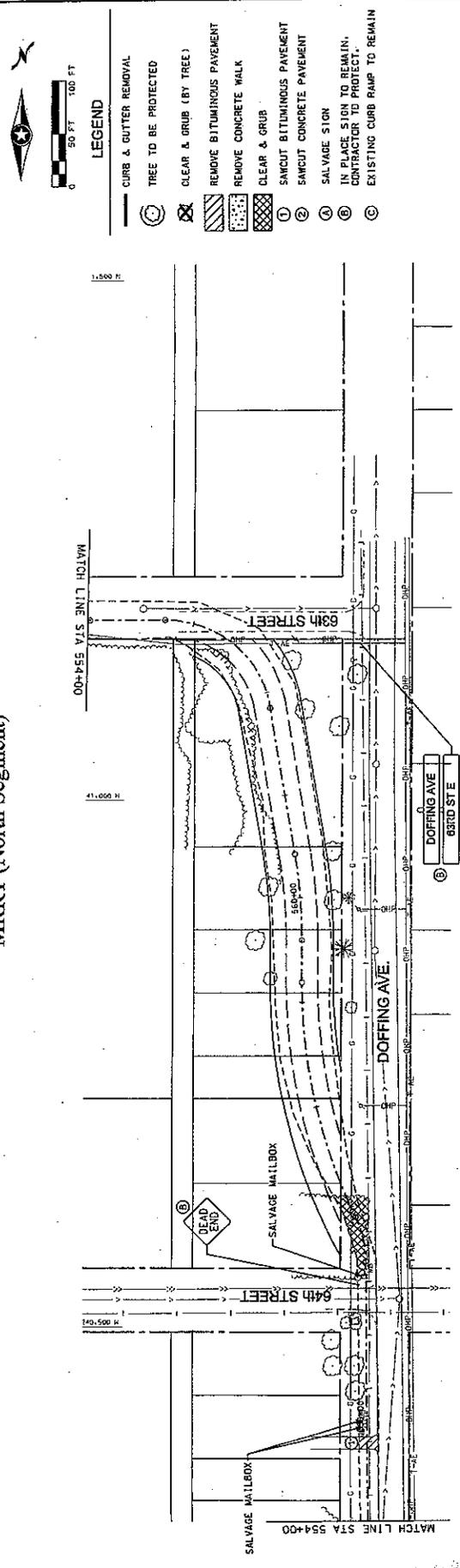


MRRT (North Segment)



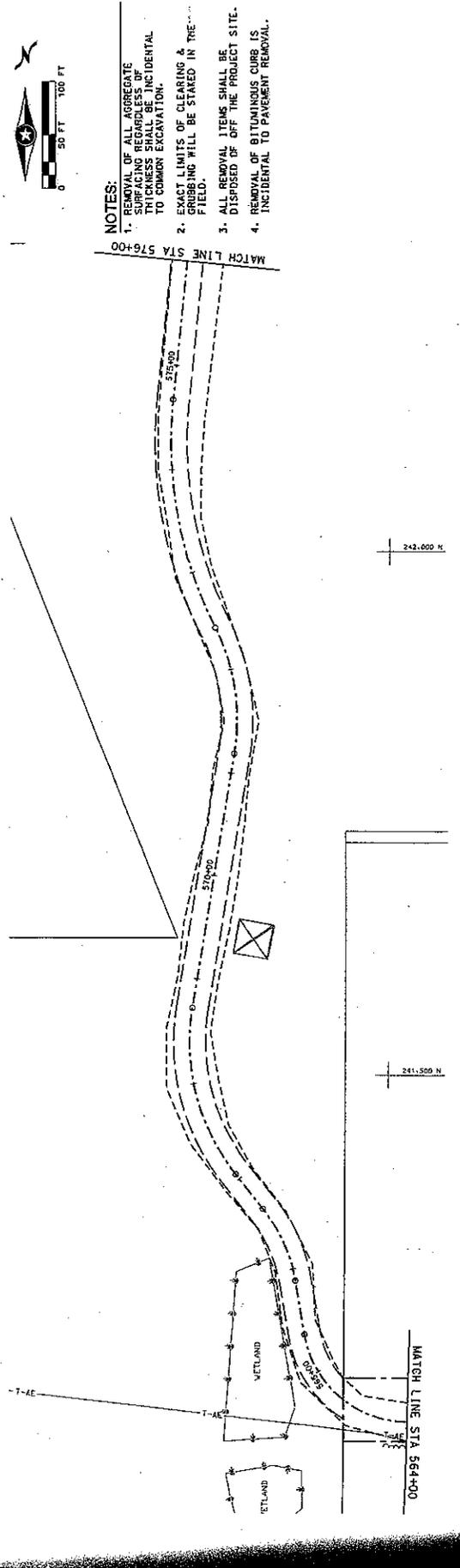
DAKOTA COUNTY, MINNESOTA STA 535+00 TO STA 554+00 MISCELLANEOUS REMOVAL PLAN S.P. 19-090-07		SHEET 26 OF 85 SHEETS
Mississippi River Regional Trail (MRRT) Northern Segment Dakota County, Minnesota		
701 Xela Avenue South, Suite 300 Minneapolis, MN 55415 www.wsbinc.com PHONE: 612-835-1100 FAX: 612-835-1101		
I hereby certify that the above PROFESSIONAL SERVICES were performed by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota. Signature: <i>James H. Heltzer</i> License No. 110083 PROFESSIONAL ENGINEER - CIVIL Date: 3/24/08		
DESIGNED BY: THG DRAWN BY: BUR CHECKED BY: CTR APPROVED BY: THG		

MRRRT (North Segment)



LEGEND

- CURB & GUTTER REMOVAL
- TREE TO BE PROTECTED
- ⊗ CLEAR & GRUB (BY TREE)
- ▨ REMOVE BITUMINOUS PAVEMENT
- ▩ REMOVE CONCRETE WALK
- ▧ CLEAR & GRUB
- ① SAWCUT BITUMINOUS PAVEMENT
- ② SAWCUT CONCRETE PAVEMENT
- ③ SALVAGE SIGN
- ④ IN PLACE SIGN TO REMAIN, CONTRACTOR TO PROTECT.
- ⑤ EXISTING CURB RAMP TO REMAIN



- NOTES:
1. REMOVAL OF ALL AGGREGATE SURFACING REGARDLESS OF INCIDENTALS TO COMMON EXCAVATION.
  2. EXACT LIMITS OF CLEARING & GRUBbing WILL BE STATED IN THE FIELD.
  3. ALL REMOVAL ITEMS SHALL BE DISPOSED OFF THE PROJECT SITE.
  4. INCIDENTAL TO PAVEMENT REMOVAL.

SHEET 27 OF 85 SHEETS	
DAKOTA COUNTY, MINNESOTA STA 554+00 TO STA 576+00 MISCELLANEOUS REMOVAL PLAN S.P. 19-090-07	
Mississippi River Regional Trail (MRRRT) Northern Segment Dakota County, Minnesota	
707 Third Avenue South, Suite 300 Minneapolis, MN 55415 www.wsb.com	
WSB A WOODWARD CLARK COMPANY ARCHITECTS & ENGINEERS IN CONSULTATION	
PREPARED BY: <i>Chrupka &amp; Associates</i> CHECKED BY: <i>Chrupka &amp; Associates</i> DATE: 4/22/08	
DRAWN BY: THG	CHECKED BY: THG
DESIGNED BY: BUR	APPROVED BY: THG

**TRAILWAY EASEMENT AND**  
**TEMPORARY CONSTRUCTION EASEMENT**

**THIS TRAILWAY EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT (Easement)**, is made this 26<sup>th</sup> day of January, 2009, and entered into between the political subdivisions of the City of Inver Grove Heights, a Minnesota municipal corporation, hereinafter referred to as “City”, through its City Council and the County of Dakota of the State of Minnesota, hereinafter referred to as “County”, through its Board of Commissioners, a body politic and corporate.

**WHEREAS**, City is the fee owner of land located in Dakota County, Minnesota, more fully described in Exhibit A, attached hereto and made a part hereof, (hereinafter referred to as “the Property”) free of all liens and encumbrances; and

**WHEREAS**, Dakota County has caused the preparation of plans and specifications for the construction of a multi-purpose trail (hereinafter referred to as the “Project”) and is seeking partial federal funding for said construction; and

**WHEREAS**, the Project is designated as State Project SAP 19-090-07, and Federal Project No. MN-PROJ.TEAX 1908 (110); and

**WHEREAS**, City desires to grant to County a railway easement to retain and protect the railway and drainage facility on the Property for the benefit and use of the public, over that portion of the Property described in Exhibit B, attached hereto (hereinafter referred to as the “Permanent Easement Area”); and

**WHEREAS**, City desires to grant to County a temporary construction easement for the purpose of constructing the Project, over that portion of the Property adjoining the Permanent Easement Area, as shown on attached Exhibit C (hereinafter referred to as the “Temporary Easement Area”), and

**WHEREAS**, the City Administrator's office of the City and the Park Director's office of the County have reviewed the plans for the Project and recommend grant of said easements as shown on Exhibits B and C to the County; and

**WHEREAS**, the City waives its right to an appraisal for the Permanent Easement Area; and

**WHEREAS**, the City waives its right to an appraisal for the Temporary Easement Area required to construct the trail; and

**WHEREAS**, the City has performed work in anticipation of the trail in the amount of \$78,600; and

**WHEREAS**, the City Council hereby acknowledges the project is a benefit to the City consistent with the City's long range goals, programs and policies.

**NOW THEREFORE**, in consideration of the premises, City and County hereby agree:

1. City hereby grants to the County a permanent trailway easement as described in Exhibit B in, under, on, over and through the Permanent Easement Area.
2. City hereby grants to County a temporary construction easement for the purpose of constructing the Project in, under on and over the Temporary Easement Area as described in Exhibit C. Said temporary construction easement to expire one year following completion of the Project.
3. County hereby agrees that upon execution of this Agreement, the County shall pay the City \$78,600.
4. County agrees that no later than six (6) months after completion of the Project, the County shall restore the Temporary Easement Area and shall restore that portion of the Permanent Easement Area not occupied by the paved trail to a condition that is substantially the same as existed prior to construction of the Project.
5. Parties agree that the permanent trailway easement granted by Paragraph 1, above, shall run with the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns.
6. The County, as the owner and operator of the trailway easement, and not the City, is responsible for any mitigation required under Minnesota Statutes Section 87A.04 to keep the outdoor shooting range (which is located on a tract lying north of the Property) in compliance with Chapter 87A of the Minnesota Statutes.

IN WITNESS WHEREOF, City and County have caused these presents to be executed as of the day and year aforesaid by its duly authorized representatives.

**CITY OF INVER GROVE HEIGHTS**

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

ATTEST:

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

STATE OF MINNESOTA    )  
                                  )        ss.        *City of Inver Grove Heights*  
COUNTY OF DAKOTA    )

On this 26th day of January, 2009, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Rheume to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and Deputy City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said Mayor and Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipality.

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

**THIS INSTRUMENT DRAFTED BY:**

Dakota County Physical Development  
Division  
14955 Galaxie Avenue  
Apple Valley, MN 55124

**AFTER RECORDING, PLEASE  
RETURN THIS INSTRUMENT TO:**

Dakota County Physical Development  
Division  
14955 Galaxie Avenue  
Apple Valley, MN 55124

**DAKOTA COUNTY**

RECOMMENDED FOR APPROVAL:

By: \_\_\_\_\_  
Chair of County Board

\_\_\_\_\_  
County Engineer

By: \_\_\_\_\_  
Clerk to County Board

(SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
Assistant County Attorney

Date: \_\_\_\_\_

COUNTY BOARD RESOLUTION:

No.: 08-284      Date: June 17, 2008

Contract No. 9306

STATE OF MINNESOTA    )  
  )  
  )      ss.      *Dakota County*  
COUNTY OF DAKOTA    )

On this \_\_\_\_\_ day of January, 2009, before me a Notary Public within and for said County, personally appeared \_\_\_\_\_ and \_\_\_\_\_ to me personally known, who being by me duly sworn each did say that they are respectively the Chair of the Dakota County Board of Commissioners and the Clerk to the Dakota County Board of Commissioners and that the County of Dakota is a body politic and corporate and that said instrument was signed on behalf of said entity by \_\_\_\_\_ and \_\_\_\_\_ and acknowledged by \_\_\_\_\_ and \_\_\_\_\_ to be authorized by the Dakota County Board of Commissioners and to be the free act and deed of said County of Dakota, a body politic and corporate.

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

**EXHIBIT A**  
**CITY OF INVER GROVE HEIGHTS PARCELS**

Lots 8 through 14, Block 31, Inver Grove Factory Addition, according to the recorded plat thereof, Dakota County Minnesota.

AND

Part of the Northwest Quarter of Section 2, Township 27 North, Range 22 West, Dakota County Minnesota, beginning at a point of intersection of the south line of the North Half of the North Half of the Northwest Quarter with the west line of the north and south alley, Block 30, Inver Grove Factory Addition, according to the recorded plat thereof, proceeding north; thence west along said south line 350.00 feet more or less to the easterly line of the Chicago Rock Island and Pacific railroad; thence northwesterly along said east line a distance of 600.00 feet more or less to the north line of said Section 2; thence east along said north line a distance of 560.00 to the intersection with the west line of said north and south alley Block 30; thence south to the point of beginning. Also that part of the Northwest Quarter and Southwest Quarter of said Section 2 formerly known as Inver Grove Yard.

AND

That part of Government Lot 8, Section 35, Township 28 North, Range 22 West, Dakota County Minnesota beginning 1037.75 feet east of the southwest corner of the Southwest Quarter of said Section 35; thence north, parallel and 75.00 feet east of the east line of the Chicago Northwestern railroad, to the south line of Lincoln Park Addition to South St. Paul, according to the recorded plat thereof, as extended easterly; thence east to the east shore of the Mississippi River; thence south on said east shore of the Mississippi River to the south line of said Section 35; thence west to the point of beginning.

**EXHIBIT B**  
**TRAILWAY EASEMENT**

A 30.00 foot perpetual easement for utility, drainage and trail purposes over, under and across the following described parcels in the Northwest Quarter of Section 2, Township 27 North, Range 22 West, and the Southwest Quarter of Section 35, Township 28 North, Range 22 West, Dakota County, Minnesota.

Lots 8 through 14, Block 31, Inver Grove Factory Addition, according to the recorded plat thereof, Dakota County Minnesota.

AND

Part of the Northwest Quarter of Section 2, Township 27 North, Range 22 West, Dakota County Minnesota, beginning at a point of intersection of the south line of the North Half of the North Half of the Northwest Quarter with the west line of the north and south alley, Block 30, Inver Grove Factory Addition, according to the recorded plat thereof, proceeding north; thence west along said south line 350.00 feet more or less to the easterly line of the Chicago Rock Island and Pacific railroad; thence northwesterly along said east line a distance of 600.00 feet more or less to the north line of said Section 2; thence east along said north line a distance of 560.00 to the intersection with the west line of said north and south alley Block 30; thence south to the point of beginning. Also that part of the Northwest Quarter and Southwest Quarter of said Section 2 formerly known as Inver Grove Yard.

AND

That part of Government Lot 8, Section 35, Township 28 North, Range 22 West, Dakota County Minnesota beginning 1037.75 feet east of the southwest corner of the Southwest Quarter of said Section 35; thence north, parallel and 75.00 feet east of the east line of the Chicago Northwestern railroad, to the south line of Lincoln Park Addition to South St. Paul, according to the recorded plat thereof, as extended easterly; thence east to the east shore of the Mississippi River; thence south on said east shore of the Mississippi River to the south line of said Section 35; thence west to the point of beginning.

The centerline of said 30.00 foot utility, drainage and trail easement is described as follows:

Commencing at the southwest corner of said Northwest Quarter of Section 2; thence South 89 degrees 44 minutes 15 seconds East, assumed bearing along the south line of said Northwest Quarter, 2048.63 feet, to the point of beginning of the centerline to be described; thence North 00

degrees 33 minutes 02 seconds West, 704.94 feet; thence northerly, 43.64 feet, along a tangential curve, concave to the west, having a radius of 100.00 feet and a central angle of 25 degrees 00 minutes 14 seconds; thence North 25 degrees 33 minutes 17 seconds West, tangent to the last described curve, 6.07 feet; thence northerly, 223.01 feet, along a tangential curve, concave to the east, having a radius of 500.00 feet and a central angle of 25 degrees 33 minutes 17 seconds; thence North, tangent to the last described curve, 40.22 feet; thence northerly, 83.28 feet, along a tangential curve, concave to the west, having a radius of 500.00 feet and a central angle of 09 degrees 32 minutes 34 seconds; thence North 09 degrees 32 minutes 34 seconds West, tangent to the last described curve, 142.66 feet; thence northwesterly, 142.04 feet, along a non-tangential curve, concave to the southwest, having a radius of 100.00 feet and a central angle of 81 degrees 22 minutes 55 seconds, the chord of said curve North 49 degrees 18 minutes 32 seconds West; thence West, tangent to the last described curve, 70.92 feet; thence northwesterly, 139.67 feet, along a tangential curve, concave to the northeast, having a radius of 100.00 feet and a central angle of 80 degrees 01 minutes 30 seconds; thence North 09 degrees 58 minutes 30 seconds West, tangent to the last described curve, 51.18 feet; thence northwesterly, 75.20 feet, along a tangential curve, concave to the southwest, having a radius of 150.00 feet and a central angle of 28 degrees 43 minutes 24 seconds; thence North 38 degrees 41 minutes 54 seconds West, tangent to the last described curve, 41.44 feet; thence northerly, 166.81 feet, along a tangential curve, concave to the east having a radius of 200.00 feet and a central angle of 47 degrees 47 minutes 12 seconds; thence North 09 degrees 05 minutes 18 seconds East, tangent to the last described curve, 246.53 feet; thence northerly, 124.07 feet, along a tangential curve, concave to the west, having a radius of 200.00 feet and a central angle of 35 degrees 32 minutes 35 seconds, to the point of reverse curvature; thence northerly, 224.74 feet, along a tangential curve, concave to the east having a radius of 400.00 feet and a central angle of 32 degrees 11 minutes 31 seconds; thence North 05 degrees 44 minutes 15 seconds East, tangent to the last described curve, 645.16 feet; thence northwesterly, 384.82 feet, along a tangential curve, concave to the southwest, having a radius of 225.00 feet and a central angle of 97 degrees 59 minutes 35 seconds, to the point of compound curvature; thence westerly, 223.82 feet, along a tangential curve, concave to the south, having a radius of 400.00 feet and a central angle of 32 degrees 03 minutes 34 seconds, to the point of reverse curvature; thence westerly, 575.73 feet, along a tangential curve, concave to the north, having a radius of 315.00 feet and a central angle of 104 degrees 43 minutes 14 seconds; thence North 19 degrees 35 minutes 40 seconds West, tangent to the last described curve, 100.00 feet and said centerline there terminating.

Easement area is approximately 2.3 acres

**EXHIBIT C**  
**DEPICTION OF TEMPORARY EASEMENT AREA**

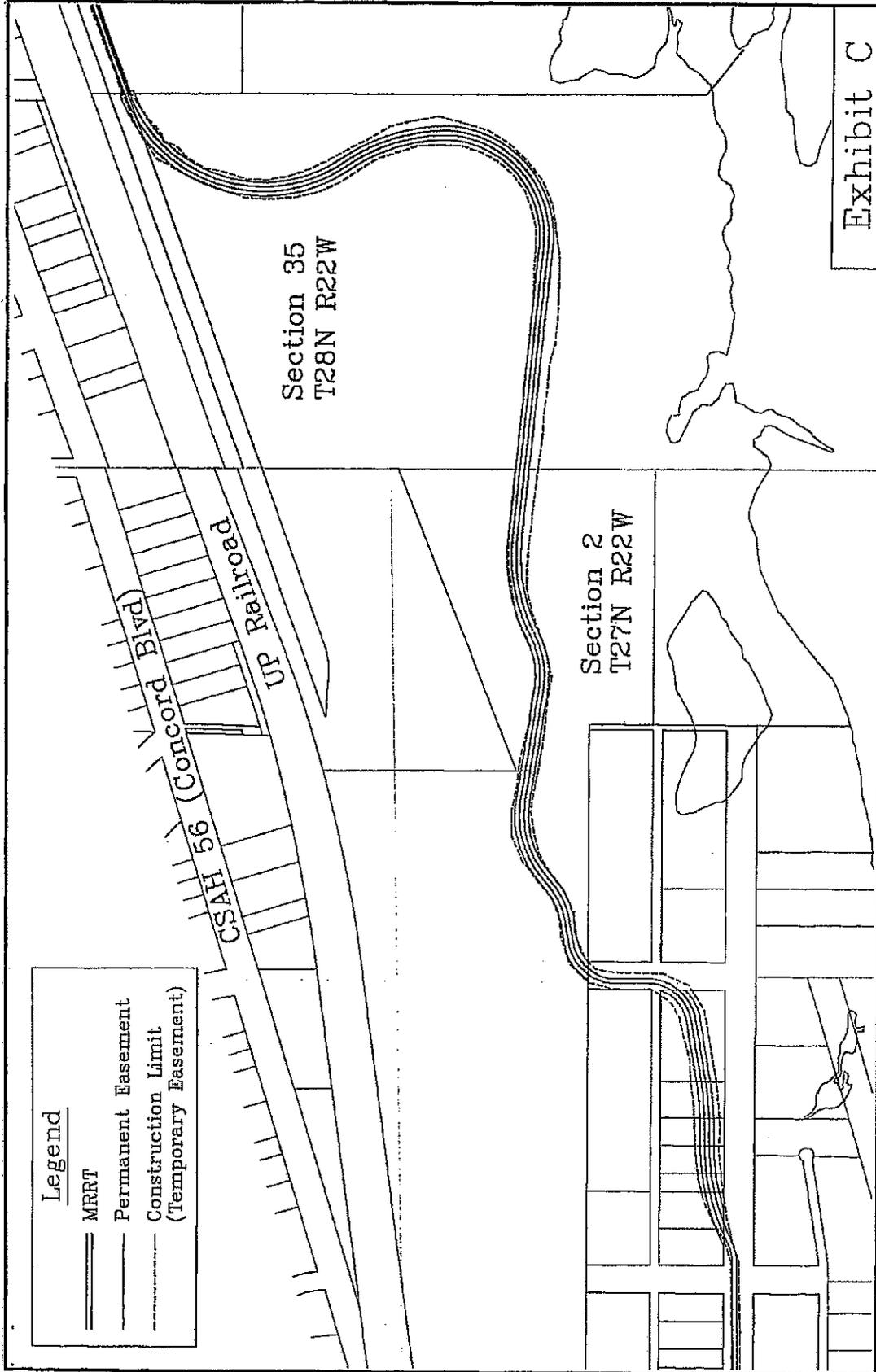


Exhibit C

# 65<sup>th</sup> St Easement Alignment

Detailed plan and easement description are not available at this time.

**CITY OF INVER GROVE HEIGHTS  
FOR COUNCIL ACTION**

**REQUEST**

**BORCHARDT;** Consider adopting the following resolution for the property located at 12 High Road, Inver Grove Heights, MN.

Meeting Date: February 9, 2009  
 Item Type: Regular Agenda  
 Contact: Jenn Emmerich; 651.450.2553  
 Prepared by: Jenn Emmerich, Asst. City Planner  
 Reviewed by:

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

**PURPOSE/ACTION REQUESTED**

- a) Consider approving a variance to exceed the allowed maximum building coverage to construct a home addition and new garage.
  - Requires 3/5th's vote.
  - 60-day deadline: February 20, 2009

**SUMMARY**

The applicant is requesting a variance to construct a 1,347 square foot home and garage addition onto their E-2 zoned lot. Currently the lot features a home, attached garage and detached accessory structure, all of which are located outside of the required 100' setback from the Ordinary High Water Mark of McGregor Lake. The applicant would like to demolish the existing 939 square foot attached garage and then construct a 1,290 square foot home addition and a new 1,496 square foot attached garage. The lot is 3.92 acres with acres of the lot being above the OHWM. City Code states that the maximum allowed building coverage for lots that are less than five acres and located within the E-2 Zoning District, is 4,000 square feet. The total building coverage, including the current structures and the proposed addition, would be 5,347 square feet. The addition and new attached garage would meet all other standards in the City Zoning Code.

Please note that this application is to exceed the allowed maximum building coverage, not impervious coverage. The E-2, Estate District does not have standards for impervious coverage, but it does have an allowed maximum building coverage standard.

**RECOMMENDATION**

Analysis The property does not have any conditions that make it unique for the zoning district it is in. Furthermore, the applicant is not being denied reasonable use of the

property as the lot currently features a large single-family home, attached garage and detached accessory building. Lastly, the location of the addition appears to be a convenience as the applicant could construct a vertical addition onto the home or reduce the size of the large proposed attached garage. By selecting one or a combination of these options, the applicant would be able to have more living space and a new garage, without requiring a variance.

Engineering Department: Though the E-2 Zoning District only has a maximum building coverage standard, the property is also located in the Northwest Area, which has an impervious coverage standard. The Engineering Department reviewed the application based on the Northwest Area Ordinance standards and recommends that, if the variance is approved, the applicant treat the storm water for any additional impervious coverage.

Department of Natural Resources: Has reviewed the application and has no comment on the request.

Planning Staff Recommends denial of the variance request.

Planning Commission Recommends approval of the request (6-1), stating that the hardship is that the ordinance does not take into consideration the impact on oversized lots. Furthermore, it unnecessarily restricts the usage of an oversized lot in the E-2 zoning district.

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

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

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

**RESOLUTION APPROVING A VARIANCE TO CONSTRUCT A HOME  
ADDITION AND GARAGE THAT WOULD EXCEED THE ALLOWED MAXIMUM  
BUILDING COVERAGE.**

**CASE NO. 08-62V  
(Borchardt)**

Property located at 11579 Avery Drive and legally described as follows:

**Exhibit A**

**WHEREAS**, an application has been received for a Variance from the allowed maximum building coverage standard to construct a 1,347 square foot home and garage addition;

**WHEREAS**, the afore described property is zoned E-2, Estate District;

**WHEREAS**, a Variance may be granted by the City Council from the strict application of the provisions of the Zoning Code (City Code Section 515) and conditions and safeguards imposed in the variance so granted where practical difficulties or particular hardships result from carrying out the strict letter of the regulations of the Zoning Code, as per City Code Section 515.40, Subd. 3A;

**WHEREAS**, the City of Inver Grove Heights Planning Commission reviewed the request on January 20, 2009 in accordance with City Code Section 515.40, Subd. 3C;

**WHEREAS**, a hardship, was found to exist not based on economic reasons. Rather the hardship is that the ordinance does not take into consideration the impact on oversized lots and it unnecessarily restricts the usage of an oversized lot in the E-2 zoning district. Furthermore, the proposed home addition and garage would not be out of character for the neighborhood.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS**, that the variance to construct a 1,347 square feet of home and garage addition is hereby approved with the following conditions:

1. The site shall be developed in substantial conformance with the site plan dated December 22, 2008 on file with the Planning Department.
2. A grading/erosion control plan will be required at the time of the building permit application. The erosion control plan should include a row of silt fence on the north side of the proposed structure.
3. Prior to issuance of a building permit, the applicant must submit the impervious surface calculations for the existing and additional impervious surface and a storm water management plan, consistent with the Northwest Area Ordinance, that would mitigate any runoff generated by the additional impervious surface.
4. An improvement agreement, including a letter of credit and engineering escrow, and a storm water facilities maintenance agreement must be submitted prior to the commencement of construction.
5. During and after construction all direct runoff shall first be maintained on the owner's property.

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

Adopted by the City Council of Inver Grove Heights this 9<sup>th</sup> day of February, 2008.

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

Ayes:  
Nays:

ATTEST:

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

**Exhibit A**

PT OF LOTS 10 & 11 COM N LINE LOT 10 300 FT SE OF NW COR CONT SE ON N  
LINE LOT 10 277.48 FT S66D 7M W 380 FT SW TO S LINE S  $\frac{1}{2}$  OF SW,  $\frac{1}{4}$  865 FT W  
OF SE COR W 55 FT TO SW COR LOT 10 NE TO PT S 46D 5M W 286.9 FT OF PT  
OF BEG N 46D 5M E 286.9 FT TO BEG OF 002500

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

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

**RESOLUTION DENYING A VARIANCE TO CONSTRUCT A HOME ADDITION  
AND GARAGE THAT WOULD EXCEED THE ALLOWED MAXIMUM BUILDING  
COVERAGE.**

**CASE NO. 08-62V  
(Borchardt)**

Property located at 11579 Avery Drive and legally described as follows:

**Exhibit A**

**WHEREAS**, an application has been received for a Variance from the allowed maximum building coverage standard to construct a 1,347 square foot home and garage addition;

**WHEREAS**, the afore described property is zoned E-2, Estate District;

**WHEREAS**, a Variance may be granted by the City Council from the strict application of the provisions of the Zoning Code (City Code Section 515) and conditions and safeguards imposed in the variance so granted where practical difficulties or particular hardships result from carrying out the strict letter of the regulations of the Zoning Code, as per City Code Section 515.40, Subd. 3A;

**WHEREAS**, the City of Inver Grove Heights Planning Commission reviewed the request on January 20, 2009 in accordance with City Code Section 515.40, Subd. 3C;

**WHEREAS**, a hardship, was not found to exist and the variance request is a convenience for the applicant. The property does not have any conditions that make it unique for the zoning district it is in. Furthermore, the applicant is not being denied reasonable use of the property as the lot currently features a large single-family home, attached garage

and detached accessory building. Lastly, the location of the addition appears to be a convenience as the applicant could construct a vertical addition onto the home or reduce the size of the large proposed attached garage.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS**, that the variance to construct a 1,347 square foot home and garage addition is hereby denied.

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

Adopted by the City Council of Inver Grove Heights this 9<sup>th</sup> day of February 2008.

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

Ayes:

Nays:

ATTEST:

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

**Exhibit A**

PT OF LOTS 10 & 11 COM N LINE LOT 10 300 FT SE OF NW COR CONT SE ON N  
LINE LOT 10 277.48 FT S66D 7M W 380 FT SW TO S LINE S  $\frac{1}{2}$  OF SW,  $\frac{1}{4}$  865 FT W  
OF SE COR W 55 FT TO SW COR LOT 10 NE TO PT S 46D 5M W 286.9 FT OF PT  
OF BEG N 46D 5M E 286.9 FT TO BEG OF 002500

**RECOMMENDATION TO  
CITY OF INVER GROVE HEIGHTS**

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

**FROM:** Planning Commission

**DATE:** January 20, 2009

**SUBJECT:** **BORCHARDT – CASE NO. 08-62V**

**Reading of Notice**

Commissioner Simon read the public hearing notice to consider the request for a variance to exceed the allowed maximum building coverage in the E-2 zoning district to construct an addition onto the applicant's single-family home, with the conditions listed in the report, for the property located at 12 High Road. 4 notices were mailed.

**Presentation of Request**

Jennifer Emmerich, Assistant Planner, explained the request as detailed in the report. Ms. Emmerich pointed out an error in the report, advising that the lot is 3.92 acres in size with **2.73** acres being above the Ordinary High Water Mark of MacGregor Lake rather than **1.19** acres as stated in the report. She advised that the applicant is requesting a variance to construct a 1,347 square foot home and garage addition onto their E-2 zoned lot. She explained that the maximum allowed building coverage for lots less than five acres located within the E-2 zoning district is 4,000 square feet, whereas the applicant is proposing 5,347 square feet. The addition and new attached garage would meet all other standards of the City Zoning Code. Based on the lack of hardship, the lack of special conditions, and the potential for setting a precedent, staff recommends denial of the request.

Vice-chair Hark asked if the entire neighborhood was zoned E-2, to which Ms. Emmerich replied in the affirmative.

Commissioner Wippermann questioned why there appeared to be several homes in the subject area larger than 4,000 square feet.

Ms. Emmerich replied that some of the properties were built prior to the adoption of the zoning code, as well as a recent ordinance change to allow 5% building coverage for lots over five acres in the E-2 zoning district.

Commissioner Wippermann asked if 5% building coverage would be allowed if this property were in the E-1 zoning district, to which Ms. Emmerich replied in the affirmative.

Commissioner Wippermann noted this lot would fit into the E-1 category as well, and asked if there was a reason 5% coverage was not allowed in the E-2 zoning district for lots less than five acres.

Ms. Emmerich responded that staff found that most lots were either over five acres or quite a bit under five acres; therefore allowing a maximum of 5% on all lots in the E-2 zoning district would severely limit the smaller lots.

Commissioner Wippermann questioned why staff recommended denial, stating that the subject

residence was hundreds of feet from the abutting residences and that granting the variance would not negatively impact the neighborhood.

Ms. Emmerich replied that staff was required to recommend compliance with the variance criteria.

### **Opening of Public Hearing**

Brian Borchardt, 12 High Road, stated he was the designer of the project and represented the owners of the property.

Vice-chair Hark asked if the applicant was agreeable to the conditions listed in the report, to which Mr. Borchardt replied in the affirmative.

Commissioner Simon asked the applicant to state the hardship.

Mr. Borchardt stated that the hardship exists in that the applicants are trying to meet their current needs while also designing the home to meet their needs as they grow older (i.e. main floor master, main floor laundry, on-grade entrance to the home, minimum door clearances and turning radiuses, etc.). He stated that allowing the variance would enable the applicants to have a home that would fit the character of the neighborhood. Mr. Borchardt advised that he felt the precedent had already been set as there were several other homes in the neighborhood with an excess of 4,000 square feet of building coverage.

### **Planning Commission Discussion**

Commissioner Simon asked if staff heard from the neighboring property owners, to which Ms. Emmerich replied she had.

Vice-chair Hark stated he would like to approve the request but did not see a hardship.

Commissioner Wippermann stated he supported the variance since what was being proposed would be consistent with the neighborhood, would not look out of place, and would not negatively impact the neighbors or the environment. He suggested that the hardship be that the ordinance unnecessarily restricts the usage of an oversized lot in the E-2 zoning district. He stated this was a situation where the ordinance did not fit this particular property.

Vice-chair Hark asked if fitting in with the character of the neighborhood could be used as a hardship, to which Ms. Emmerich advised that it had been used in the past as part of a hardship.

Tom Link, Director of Community Development, stated that the lot itself is also looked at when considering a hardship.

### **Planning Commission Recommendation**

Motion by Commissioner Wippermann, second by Commissioner Schaeffer, to approve the request for a variance to exceed the allowed maximum building coverage in the E-2 zoning district to construct an addition onto the applicant's single-family home for property located at 12 High Road, with the conditions listed in the report, and the hardship being that the ordinance does not take into consideration the impact on oversized lots and unnecessarily restricts the usage of an oversized lot in the E-2 zoning district.

Motion carried (6/1 - Simon). This matter goes to the City Council on February 9, 2009.

**ADJOURNMENT**

Vice-chair Hark adjourned the meeting at 7:24 p.m.

Respectfully submitted,

Kim Fox  
Recording Secretary

# PLANNING REPORT CITY OF INVER GROVE HEIGHTS

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**REPORT DATE:** January 14, 2009                      **CASE NO.:** 08-62V

**APPLICANT:** Brian Borchardt

**REQUEST:** A variance to exceed the allowed maximum building coverage.

**HEARING DATE:** January 20, 2009

**LOCATION:** 12 High Road, Inver Grove Heights, MN

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

**ZONING:** E-2, Estate District

**REVIEWING DIVISIONS:** Planning                      **PREPARED BY:** Jennifer Emmerich  
Dept. of Natural Resources                      Assistant Planner

---

## **BACKGROUND**

The applicant is requesting a variance to construct a 1,347 square foot home and garage addition onto their E-2 zoned lot. Currently the lot features a home, attached garage and detached accessory structure, all of which are located outside of the required 100' setback from the Ordinary High Water Mark of McGregor Lake. The applicant would like to demolish the existing 939 square foot attached garage and then construct a 1,290 square foot home addition and a new 1,496 square foot attached garage. The lot is 3.92 acres with 1.19 acres of the lot being above the OHWM. City Code states that the maximum allowed building coverage for lots that are less than five acres and located within the E-2 Zoning District, is 4,000 square feet. The total building coverage, including the current structures and the proposed addition, would be 5,347 square feet. The addition and new attached garage would meet all other standards in the City Zoning Code.

Please note that this application is to exceed the allowed maximum building coverage, not impervious coverage. The E-2, Estate District does not have standards for impervious coverage, but it does have an allowed maximum building coverage standard.

## **SPECIFIC REQUEST**

The applicant is requesting to demolish an existing 939 square foot attached garage and construct a 1,290 square foot home addition and a 1,496 new, attached garage. To do so, Mr. Borchardt has made application for a variance to exceed the allowed maximum square footage

of building coverage on a lot in accordance with the Inver Grove Heights Zoning Ordinance, Section 515.80 Subd. 7.b.1.

## **SURROUNDING USES**

The subject site is surrounded by single-family residences, all zoned E-2, Estate Zoning District and guided LDR, Low Density Residential.

## **EVALUATION OF REQUEST**

As indicated earlier, the applicant is requesting a variance to exceed the allowed maximum building coverage on an E-2 zoned lot to construct a home addition and new attached garage. City Code Section 515.59, states that the City Council may grant variances in instances where practical difficulties exist or where a hardship would be imposed upon the property owner if the code were strictly enforced. In order to grant the requested variances, the City Code identifies several criteria which are to be considered. The applicant's request is reviewed below against those criteria.

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

The general intent of this standard is to limit the precedent that could be set if the variance was granted. The property does not have any conditions that make it unique for the zoning district it is in. Furthermore, the applicant is not being denied reasonable use of the property as the lot currently features a large single-family home, attached garage and detached accessory building. Lastly, the location of the addition appears to be a convenience as the applicant could construct a vertical addition onto the home or reduce the size of the large proposed attached garage. By selecting one or a combination of these options, the applicant would be able to have more living space and a new garage, without requiring a variance.

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

The application is not contrary to the Comprehensive Plan as the future land use is Low Density Residential.

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

There is no hardship relating to the request as the building coverage standard is not precluding the property owner from reasonable use of the property. The site already features a principal dwelling with an attached garage and an existing accessory structure. As stated earlier, the applicant could reduce the size of the proposed garage addition or construct a vertical addition onto the home. Both of these options would appear to meet the applicant's needs without requiring a variance.

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

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

### **AGENCY REVIEW**

**Engineering Department:** Though the E-2 Zoning District only has a maximum building coverage standard, the property is also located in the Northwest Area, which has an impervious coverage standard. The Engineering Department reviewed the application based on the Northwest Area Ordinance standards and recommends that, if the variance is approved, the applicant treat the storm water for any additional impervious coverage.

**Department of Natural Resources:** Has reviewed the application and has no comment on the request.

**Fire Marshall:** Has reviewed the application and has no comment on the request.

### **ALTERNATIVES**

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

- A. **Approval.** If the Planning Commission favors the requested Variance, the Commission should recommend approval of the request with at least the following conditions:
1. The site shall be developed in substantial conformance with the site plan dated December 22, 2008 on file with the Planning Department.
  2. A grading/erosion control plan will be required at the time of the building permit application. The erosion control plan should include a row of silt fence on the north side of the proposed structure.
  3. Prior to issuance of a building permit, the applicant must submit the impervious surface calculations for the existing and additional impervious surface and a storm water management plan, consistent with the Northwest Area Ordinance, that would mitigate any runoff generated by the additional impervious surface.
  4. An improvement agreement, including a letter of credit and engineering escrow, and a storm water facilities maintenance agreement must be submitted prior to the commencement of construction.
  5. During and after construction all direct runoff shall first be maintained on the owner's property.

**Hardship:** A hardship must be stated if approval of the variances is recommended.

**B. Denial** If the Planning Commission does not favor the proposed request, it should be recommended for denial, which could be based on the following rationale:

1. Denying the variance does not preclude the applicant from reasonable use of the property as the lot already features a single-family home, attached garage and detached accessory structure.
2. The request lacks any hardship unique to the property.
3. Approval of the variance could set a future precedent for lots to exceed the allowed building coverage in the E-2, Estate zoning district.
4. The addition would be a convenience to the applicant not a necessity, as the lot already features a single-family home and an attached garage.

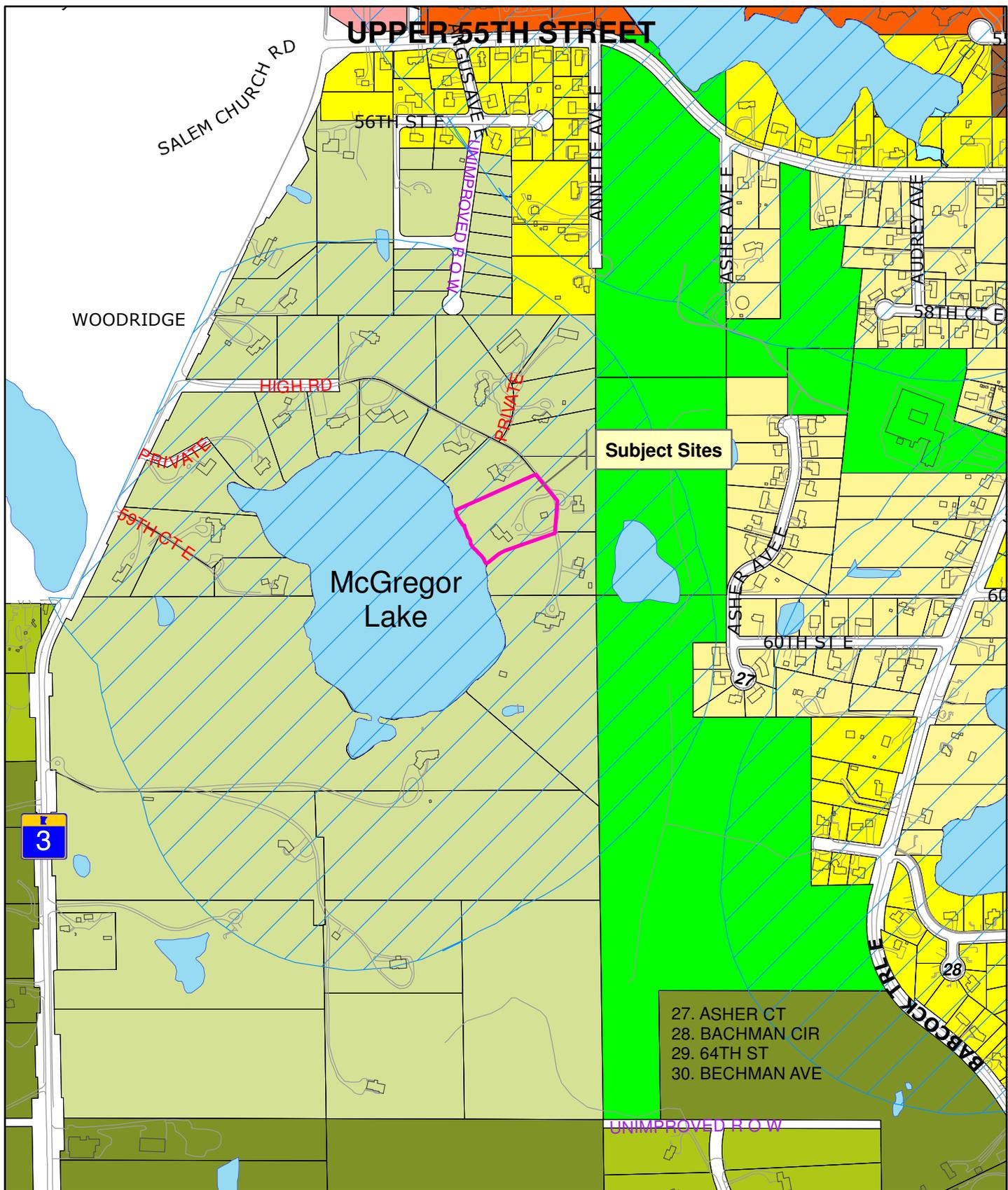
### **RECOMMENDATION**

Staff believes there are not unique circumstances on the property and that the hardship criterion has not been met. Therefore, staff recommends denial of the variance request as presented.

Attachments: Exhibit A – Location/Zoning Map  
Exhibit B – Applicant Narrative  
Exhibit C – Site Plan



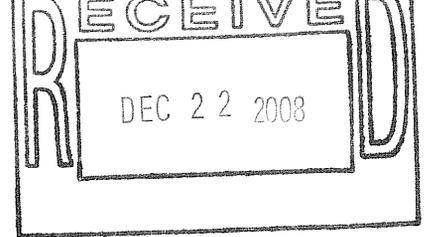
# Borchardt Variance Request Case No. 08-62V



Subject Sites

- 27. ASHER CT
- 28. BACHMAN CIR
- 29. 64TH ST
- 30. BECHMAN AVE

Exhibit A  
Zoning Map



**Variance Request for- 12 High Road, Inver Grove Heights, MN:**

This property is the original home built on High Road and has not had an addition or major alteration since 1951. The existing residence is located on the high point of the property between elevation 920 FT and 930 FT. The proposed addition to the existing residence would add the needed closet, bathroom, and family space for this growing family of six. This one level home clearly was not designed for a family of this size. Every effort was made to add the needed finished square footage to the three levels of the proposed addition while tying it to the existing Architecture of the home and the neighborhood.

We are asking for a variance from the maximum building coverage of 4,000 SF to 5,347 SF or an additional 1,347 SF. This footprint is a result of trying to respect the existing 1-story nature of the home while meeting the program requirements of the large family.

There are already several other homes on the lake that have a foundation size greater than 4,000 SF. including a home who's property is adjoining to this property and another directly across the lake. The properties that currently list a foundation size greater that the allowed in an "E-2" Estate District are found at:

**5904 Robert Trail South  
Inver Grove Heights, MN 55077**

**14 High Road  
Inver Grove Heights, MN 55077**

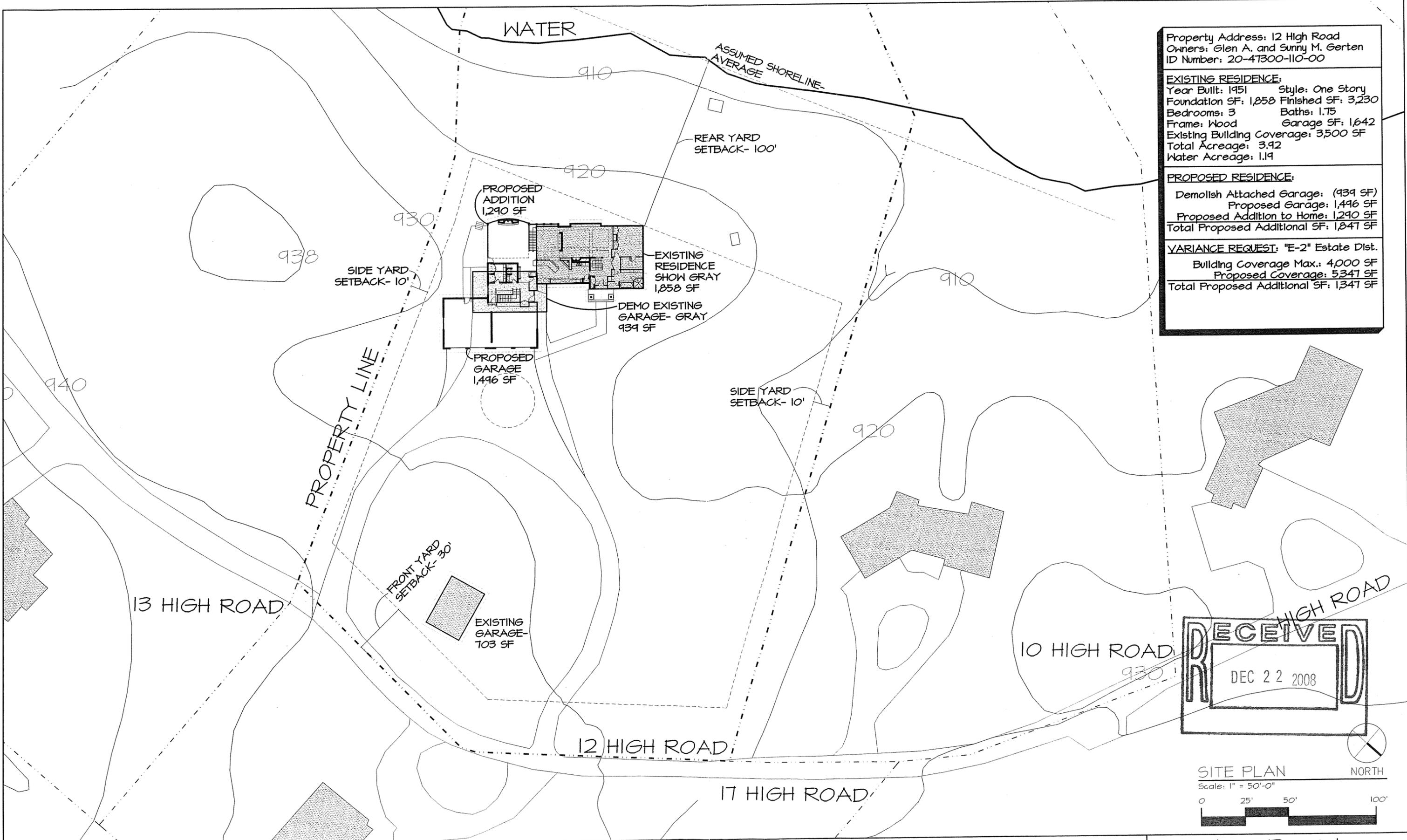
Granting a variance to this property would not place this home outside the relative size of the neighboring residences.

The requests would not affect the supply of light and air to the adjacent properties. The addition will primarily lie South of the existing garage footprint, and infill the void space between the house and garage. The addition extends to the west, or the closest side of the property, but it is still well outside the side-yard setback of 10' and is very similar to the properties directly to the East.

The lot is listed on the Dakota County Website as 3.92 total acres with 1.19 of those listed as water acreage. A lot of this size meets the minimum requirements of an "E-1" Estate District. If it was zoned as an "E-1" the zoning code would allow for 5% of the lot area to be building coverage, or 5% of 3.92 acres = 8,538 SF of building coverage. If we consider only the non water acreage the calculation would be 5% of 2.73 acres = 5,946 SF of building coverage. Both of these numbers are significantly larger than the 5,347 SF we are seeking.

In summary, granting a variance for this project does meet the spirit and intent of the City Code and Comprehensive Plan. The building coverage is consistent with the homes already constructed in the neighborhood, and allows this growing family the opportunity to adjust their home to meet their needs.

EXHIBIT B



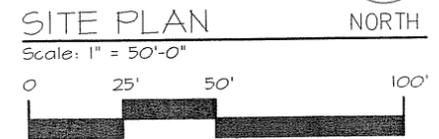
Property Address: 12 High Road  
 Owners: Glen A. and Sunny M. Gerten  
 ID Number: 20-47300-110-00

**EXISTING RESIDENCE:**  
 Year Built: 1951      Style: One Story  
 Foundation SF: 1,858      Finished SF: 3,230  
 Bedrooms: 3      Baths: 1.75  
 Frame: Wood      Garage SF: 1,642  
 Existing Building Coverage: 3,500 SF  
 Total Acreage: 3.92  
 Water Acreage: 1.19

**PROPOSED RESIDENCE:**  
 Demolish Attached Garage: (939 SF)  
 Proposed Garage: 1,496 SF  
 Proposed Addition to Home: 1,290 SF  
 Total Proposed Additional SF: 1,847 SF

**VARIANCE REQUEST: "E-2" Estate Dist.**  
 Building Coverage Max.: 4,000 SF  
 Proposed Coverage: 5,347 SF  
 Total Proposed Additional SF: 1,347 SF

**RECEIVED**  
 DEC 22 2008



Brian Borchardt  
 Phone: 715-410-3883  
 Designer

Site Plan  
 SCALE: 1" = 50'-0"  
 December 22, 2008

Gerten Residence  
 Inver Grove Heights, Minnesota

EXHIBIT C

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

ATTORNEYS AT LAW

ROGER C. MILLER  
TIMOTHY J. KUNTZ  
DANIEL J. BEESON  
ROLLIN H. CRAWFORD  
KENNETH J. ROHLF  
TONETTA T. DOVE  
STEPHEN H. FOCHLER  
JAY P. KARLOVICH\*  
ANGELA M. LUTZ AMANN  
KORINE L. LAND  
ANN C. O'REILLY  
HELEN R. BROSNAN

HAROLD LEVANDER  
1910-1992

ARTHUR GILLEN  
RETIRED

\*also admitted in North Dakota

## MEMO

**TO:** Inver Grove Heights Mayor and Councilmembers  
**FROM:** Timothy J. Kuntz, City Attorney  
**DATE:** February 4, 2009  
**RE:** Disposal of City Property Property Room.com.  
File No. 81000.07000

**Section 1. Background.** The Police Department accumulates unclaimed property or seized evidence that remains unclaimed. Periodically, the Police Department conducts public auctions to dispose of the personal property. Preparing for and conducting the public auction is a time consuming endeavor involving a lot of police time. The Police Department has been approached by PropertyRoom.com., a company started by former police officers, that specializes in conducting online public auctions. PropertyRoom.com. and the agency split the proceeds of the auction. PropertyRoom.com. offers a variety of service levels to its clients, with PropertyRoom.com.'s share of the proceeds increasing as the level of support it provides in conducting the auctions increases.

A copy of materials from PropertyRoom.com., which summarizes its services and fees, is attached for Council review.

The Police Department is recommending that the City enter into the "Platinum" service package with PropertyRoom.com. Pursuant to the Platinum service package, PropertyRoom.com. would handle virtually all aspects of the online public auction, including, picking up the property, posting the property on its website, conducting the online auction, providing customer service, and collecting the auction proceeds from the successful bidders.

A copy of the proposed Agreement from PropertyRoom.com. is attached for Council review. A finalized Agreement will be presented to the Council at the time of the third reading of Section 320.03.

**Section 2. Ordinance Reading.** The first reading of Section 320.03, which governs auctions of unclaimed personal property, is scheduled for February 9, 2009. The drafted Ordinance, which now permits disposal of unclaimed property through online public auctions, while preserving the ability to dispose of such property through live public auctions is attached.

**Section 3. Council Consideration.** The Council is asked to consider approval of the Ordinance permitting online public auctions and the Agreement with PropertyRoom.com. submitted by PropertyRoom.com. to provide online public auction services for unclaimed personal property and to direct the City Attorney to prepare a contract consistent with the proposed terms.

TJK:mes

Attachments

**NEW IN PLACE AUCTION SERVICE FROM PROPERTYROOM.COM**

**SERVICE OFFERING SUMMARY TABLE**

Service Task (party responsible for task execution, "Owner" or "PR," listed to the right)	Service Offering	
	Silver	Gold
1. List Items for sale by public auction on the internet.	PR	PR
2. Provide Item descriptive information as well as electronic photograph files.	Owner	Owner
3. Generate auction listing, creating text/graphics to describe/depict Items at auction.	PR	PR
4. Submit Items for auction, including, but not limited to, determining auction timing, opening prices, bid increments, and reserve prices, if any.	PR	PR
5. Collect Buyer information (such as name, email, phone, and address).	PR	PR
6. Coordinate Buyer payment and Item pick-up.	Owner	PR
7. Administer transaction processing: approving payment, collecting Sales Price from Buyer	Owner	PR

**A. Additional language for "Allocation of Proceeds" section**

Owner and PropertyRoom mutually agree to sell Items at public auction according to the Fee Structure Table below.

**FEE STRUCTURE TABLE**

Fee Type for Items	Service Offering	
	Silver	Gold
1. Success Fee, percent of Winning Bid retained by PropertyRoom	0%	5%
2. Transaction Processing costs	Pro-rata*	Pro-rata*
3. Buyer's Premium, percent of Winning Bid, paid by Buyer and retained by PR	15%	15%

\* In a manner analogous to the Agreement, transaction processing costs will be borne by Owner and PR in proportion to the percentage of the Winning Bid credited to the parties for each underlying transaction.

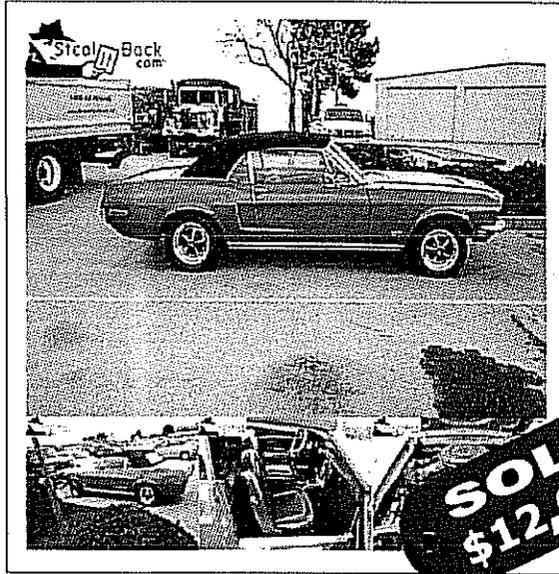
The following example illustrates allocation of sale proceeds.

Assume an Item sells at auction for a Winning Bid of \$1,000.00, and with no shipping or handling charges the Item totals a \$1,000.00 Sales Price. For both the Silver and Gold offering, PR would collect and retain a 15% Buyer's Premium, \$150.00, from the Buyer, typically via a direct charge to Buyer's credit card. PR will bear any and all credit card processing costs associated with settlement of the Buyer's Premium. With regard to collection of the Sales Price and distribution of funds, the approach differs by offering as follows:

**Silver.** Owner would complete the sale by interacting directly with the Buyer to collect the Sales Price of \$1,000.00, retaining 100% as Owner's Net Proceeds. For Silver, Owner bears 100% of transaction processing costs consistent with Owner's 100% share of the Winning Bid.

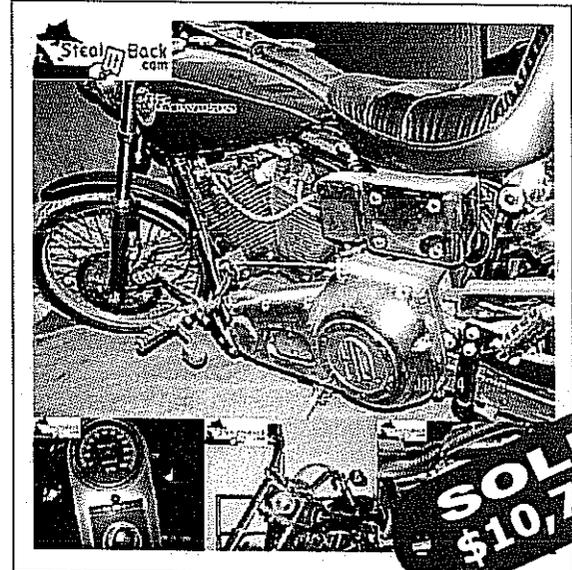
**Gold.** PR would complete the sale by interacting directly with the Buyer to collect the Sales Price of \$1,000.00. Owner and PR would bear the burden of the transaction processing cost, in this example a 3% (\$30.00) credit card processing fee, in proportion to the percentage of the Winning Bid credited to the parties. For Gold, given the 95% (Owner) to 5% (PR) split on the Winning Bid, Owner would bear 95% of the credit card fee, equal to \$28.50 ( $0.95 \times \$30.00$ ). Starting with the \$1,000 Sales Price, PR would deduct \$28.50 for transaction processing costs and \$50 (5% of Winning Bid) for the Success Fee, leaving a remainder of \$921.50 for distribution to Owner. PR would then disperse this remainder as Owner's Net Proceeds, on a monthly basis, as outlined in the Payment Terms section of the Agreement.

## 1968 Ford Mustang



**SOLD**  
\$12,050

## 1993 Harley Davidson



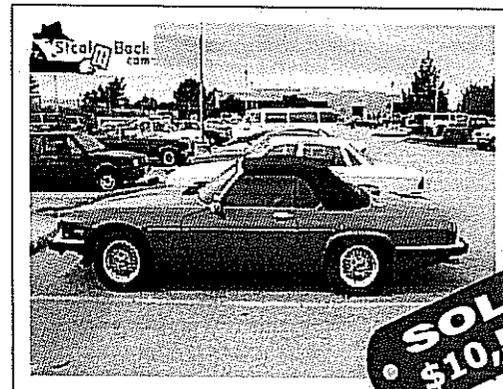
**SOLD**  
\$10,700

## 1999 Ford Crown Victoria



**SOLD**  
\$2,300

## 1991 Jaguar XJS



**SOLD**  
\$10,556

## Snorkel Lift TB60



**SOLD**  
\$5,000

## 1989 Ford E-One Squad



**SOLD**  
\$4,515

### Service Provided through PropertyRoom.com

- 1 Large-item in-place auctions: cars, trucks, boats, planes, etc.
- 2 Checklist review and coordination with client
- 3 Listing write-up, auction launch management and marketing
- 4 Proprietary auction technology management
- 5 Customer support to bidders
- 6 Coordination of Winning Bidder payment and vehicle pick-up
- 7 Transaction (i.e., payment) processing
- 8 Off-premises auction of vehicles: pick-up and haul-away
- 9 Photographing, vehicle review, equipment description

Silver	Gold	Gold +	Platinum
✓	✓	✓	✓
✓	✓	✓	✓
✓	✓	✓	✓
✓	✓	✓	✓
	✓	✓	✓
	✓	✓	✓
	✓	✓	✓
			✓
		✓	✓

### Fee Structures

Client share of Winning Bid

PropertyRoom.com share of Winning Bid

Transaction Processing Costs

PropertyRoom.com Buyer's Premium

100%	95%	90%	70%
0%	5%	10%	30%
Pro-rata*	Pro-rata*	Pro-rata*	**
15%	15%	15%	0%

\* Transaction processing costs are borne in proportion to the percentage of the Winning Bid credited to each party.

\*\* Client does not pay for payment processing but does pay any special title pass-through fees, if applicable.

Prevailing rates: Nov 2007

Just a Few of Our Success Stories. Yours Could be Next.

2003 Crown Victoria Car



**SOLD**  
\$4,500

1988 Winnebago Super Chief



**SOLD**  
\$9,100

1978 Corvette 25th Anniversary



**SOLD**  
\$8,650

2004 Yamaha YZF6R6 Motorcycle



**SOLD**  
\$1,500

To Get Started Contact the PropertyRoom.com Client Services Team at (866) 799-3551 or e-mail [ClientServices@PropertyRoom.com](mailto:ClientServices@PropertyRoom.com)

# PROPERTY ROOM.COM

## Proprietary Services Provided by PropertyRoom.com

### at No Cost:

1. Timely pick up and removal of designated property from one or more of your locations.
2. Items are Bar coded (we provide barcode labels) and checked off against your manifest at pickup.
3. Electronic and or hard copy manifest forms provided
4. Regular pick up schedule available. Emergency or special pick ups available.
5. We provide all processing at our cost to add value to your items:
  - a. Grouping and Ungrouping to create higher value "sale units"
  - b. Testing of items for functionality.
  - c. Evaluation of condition ratings.
  - d. Cleaning of items.
  - e. Reasonable repair of items.
  - f. Research and evaluation of items.
  - g. Appraisal, and or certification of items that are of special interest.
  - h. Multiple digital photographs of items.
  - i. Full descriptions and condition of items.
6. Complete proprietary inventory management and tracking system for each step of our process which allows us to drill down to any item and determine where it is at the moment, who handled it, for how long they handled it and where the item was sent next in the processing.
7. Detailed monthly financial reporting showing the sale price of all items, regardless of how they were grouped or ungrouped.
8. Our own proprietary Internet Auction site (not a shared site) which is available 7 days a week 24 hours a day.
9. An Internet audience in the millions always yields a higher selling price than a local audience in the hundreds.
10. Only qualified bidders who have validated credit cards with us are allowed to bid. This ensures that all bids are sincere and eliminates the "unpaid" winning bidder

problem common on other "shared" sites.

11. All items are listed for auction for a minimum 3 attempts with a length of 3 to 5 days each time. Items that remain unsold after several attempts are donated to a charity or destroyed, and a complete audit trail and receipt is provided.
12. 24x7 email customer support is available to answer questions for auction bidders. We also provide extensive information on our auction site with bidding instructions, helpful hints and suggestions regarding how to avoid being a victim of crime.
13. Bidders know who they are dealing with and that PropertyRoom stands behind the items we sell. Using our own website eliminates the "unknown seller" fraud problem that exists on shared peer-to-peer websites like eBay.
14. We offer an exclusive, free service to the public for the registration of lost or stolen items. We compare this information against the serial numbers of the items we process for the purpose of helping to identify the rightful owner and to facilitate the return, with your permission, of the item to the registrant at no cost. To date, we have returned over 25 items to victims of theft.
15. We offer a proprietary, on-line report auditing and reconciliation system to our law enforcement clients. This information is available 24 hours a day via a secure web server which is updated every day. This provides complete transparency into our process in order to watch the progress of every item consigned to us. Items can be tracked by our barcode number or any of the agency reference numbers you provide.
16. PropertyRoom.com is responsible for collecting from the winning bidders.
17. PropertyRoom.com handles packaging and shipping.
18. PropertyRoom.com collects and pays all appropriate state sales taxes.
19. Over 800 contracts with police, sheriff's and municipalities in 41 states.
20. Auction services for Public Administrator/Public Guardian is available.
21. Frequent pickups saves departments on storage and handling requirements. Because we have contracts with many agencies in your area, you don't have to "wait for a full truck."
22. Saves department labor. Avoids handling and re-handling the same items, which can increase the possibility of errors.
23. Ability to retrieve items still in process that a department needs back. Complete accountability as to winning bidders.

Please call 1800-799-2440 for additional information and visit our website  
[www.propertyroom.com](http://www.propertyroom.com)

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## Agency Web

A guide to your daily reporting tool

In a continuing effort to provide best in class reporting and communication to our Law Enforcement clients, we have added a proprietary inventory control and reporting system to our menu of services called AgencyWeb. This secure on-line reporting, audit and reconciliation system provides an accurate and up-to-date tracking and audit trail for all our law enforcement partners items back to your department's original manifest 24 hours a day, 7 days a week and 365 days a year, all at no cost. Law enforcement agencies now have access to detailed item status descriptions, which are described in the glossary below.

Agency Web allows for complete transparency into our process and is the only one of its kind, setting us apart from traditional auction methods still employed by many agencies.

### To test drive the Agency Web:

1. Go to:

<http://reports.propertyroom.com>

2. Log in:

**User name:** newuser

**Password:** auction

3. Monthly summary review:

- First click on the 'Reports' menu in the upper right hand portion of the screen,
- Second click on the 'Monthly Summary' option
- Pick a month in the drop down menu in the center of the screen then click 'submit'
- Peruse the dynamic manifests and the items on each

4. Inventory Report:

- First click on the 'Reports' menu in the upper right hand portion of the screen,
- Second click on the 'Inventory Report' option
- You are now viewing a dynamic sample of what Property Room is currently processing from your last pickup and the stage which each piece is in

5. Other options:

- Peruse at your convenience

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6. For more information or answers to your questions please contact us at (800) 799-2440

## Highlights:

1. New, easier to read format has one report line for each original manifest line. Even though we may have broken large lots down into multiple “sale units” or grouped this line with other lines to better merchandise the items, the dollar amounts are automatically summarized and allocated to the appropriate line.
2. Total payment amount for the enclosed check is conveniently displayed on the top left hand corner.
3. Cumulative information and prior payments are now shown for each manifest line item. This makes it easier to reconcile manifests and checks. Rather than waiting for all components of a line item to be complete, you will now see the entire progress as the items are sold. A line item is marked “Complete” when the icon of the “auction gavel” appears at the end of the line. All lines without an auction gavel are still being processed, or on the auction site, etc.  

4. A recycle symbol at the end of a manifest line indicates that some portion or all of this line is not able to be auctioned (extensive damage, illegal “knock-off”, no auction-value, etc) and was returned, donated or destroyed. You will occasionally see a line with the recycle symbol and dollar amounts. This means that we re-grouped the items into various “sale units” and auctioned a portion of the items that originally comprised this manifest line.  

5. Reports are available online 24x7x365 or in printed form, mailed monthly.
6. A glossary of all of the “Status” descriptions is attached.

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## Status Glossary

These status descriptions will also provide you with a view of the many steps that we take in the preparation of your items for auction.

- **Cataloging**  
Item is in the queue to be evaluated and described for auction. Occasionally, an item will require additional research or evaluation to determine its best presentation. Items in this status may be held for grouping with other items to increase the value of an auction.
- **Valuables Cataloging**  
Item has a “high-value” potential and is being reviewed and described by personnel specialized in like items. Examples include jewelry, watches, collectible coins, stamps, works of art, etc.
- **Bicycles**  
same as Cataloging, but for bicycles.
- **Testing**  
Functionality is being determined and described clearly so that the bidder knows the condition of the item being auctioned.
- **Imaging**  
Digital image is being prepared and attached to the item description. We may do this more than once to get the photo just right.
- **Group/Ungroup**  
Item *is being* sorted and grouped to create a “sale unit” that has maximum merchandise value. This stage requires marketing skill and judgment and may require a slightly extended period of time if the item is difficult to market.
- **Regrouped**  
Item *has been* regrouped with other items to increase selling value. This is how we add value to items that would otherwise not realize their full selling potential. No matter how we group items together or ungroup a large lot into smaller selling units, the proceeds are automatically allocated to the original manifest line items that were originally provided to us.
- **Ready for Putaway**  
Item processing is completed and it is in the queue for being stored on the shelves in preparation for auction. \*\*
- **Ready for Review**  
Item has been put away on the shelves and is in the queue for the quality control reviewers and the addition of marketing descriptions.
- **Item Exception**  
The internal quality control reviewers have rejected the auction listing and

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requested more information or a different merchandising grouping for better results.

- **Final Review**  
A second and final quality control review prior to releasing the item to auction.
- **Scheduled Auction**  
The auction listing for this item has been scheduled for a future date for marketing reasons. For example, if we receive 1,500 parking meters, we will not put them all up for auction at the same time, but rather schedule them out over a period of time to maximize value.
- **Department Hold**  
An auction listing that is scheduled for a future date at the request of the Police Department. This typically results from local advertising and public notice ordinances.
- **Ready for Auction**  
Preparation is complete and the item will be listed for auction in the next sweep (typically within the hour).
- **In Auction**
  - The item has been listed for auction. It is either currently listed on the web site or it is in the process of being re-listed because it was not sold during the last auction cycle. There is usually a several-day waiting period before an item can be re-listed for auction and an item may be re-listed 5 or 6 times before it is ultimately sold.
- **Verify Ship Address**  
System is validating the shipping address. \*\*
- **Verify Credit Card**  
System is checking the credit card information and validity of the account. \*\*
- **Processing Credit Card**  
System is authorizing the payment amount. \*\*
- **Shipping Exception**  
Customer's shipping information is faulty or item will be "will-called" rather than shipped.
- **Ready to Stage**  
Item has been paid and address validated. It is in the queue to be picked from the shelves. \*\*
- **Credit Card Exception**  
Credit card not successfully charged. Usually this is resolved quickly, but it can be labor intensive as we exchange emails and phone calls with the buyer to resolve the credit card issue.

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- **Ready to Ship**  
Item has been picked and is being boxed for shipment.
- **Shipped**  
Picked up by UPS.
- **Shipped Non-UPS**  
Picked up by other carrier.
- **Re-Evaluation**  
Item has not been successfully auctioned after many attempts. We will re-evaluate its grouping and description or determine it has insufficient auction value.
- **Ready for Disposal/Destruction/Charity/Return**  
Item is not suitable for sale and will be destroyed, donated or returned as noted.
- **Destroyed/Donated or Returned**  
Item has been destroyed, donated or returned and a manifest, including receipt, has been obtained.
- **Processing**  
Summary description that is used when several detail lines are summarized into one line on your report. For instance, if we ungrouped your manifest line item of "miscellaneous tools" into 5 sale sets of tools, we will summarize the activity of the 5 sets into the single original manifest line. Until all of the items are complete, it will be marked with the status of "Processing." Of course in the detail report, each of the 5 lines will be shown with its own status, rather than "processing."

\*\* Items are typically in this status for only a few minutes, and sometimes only a few seconds.

# Items PropertyRoom.com Does Not Sell

1. Jimmies, Slim-Jims or dent pullers (items used to break into vehicles)
2. Lock pick sets
- \*3. Body armor inserts or the bullet proof vests.
4. Used clothing and used shoes (we **DO** sell good condition leather jackets/ fur coats as well as ski boots & snowboard boots)
5. Firearms, Guns, BB guns (we do sell gun holsters, stocks and scopes)
6. Narcotics and paraphernalia
7. Sexually explicit or hate material
8. Switch blades
9. Pirated DVDs or CDs
10. Cassette & VHS tapes
11. Tobacco or alcohol products
12. *Knock-off* items from name brands – Rolex, Gucci, LV and alike
13. Scam items – the items purchased from the back of a van etc. (electronics, jewelry)
14. Recalled items – must have recall fix before placing on auction site
15. Hazardous/Flammable material: CO2, O2, Nitrous Oxide tanks (however empty and open is OK)
16. We don't accept furniture ( it may be sold as an" in-place "auction for pick-up at your location)
17. Food & Medicine
18. Airbags
19. Used tires
20. Sirens (police or emergency vehicles)

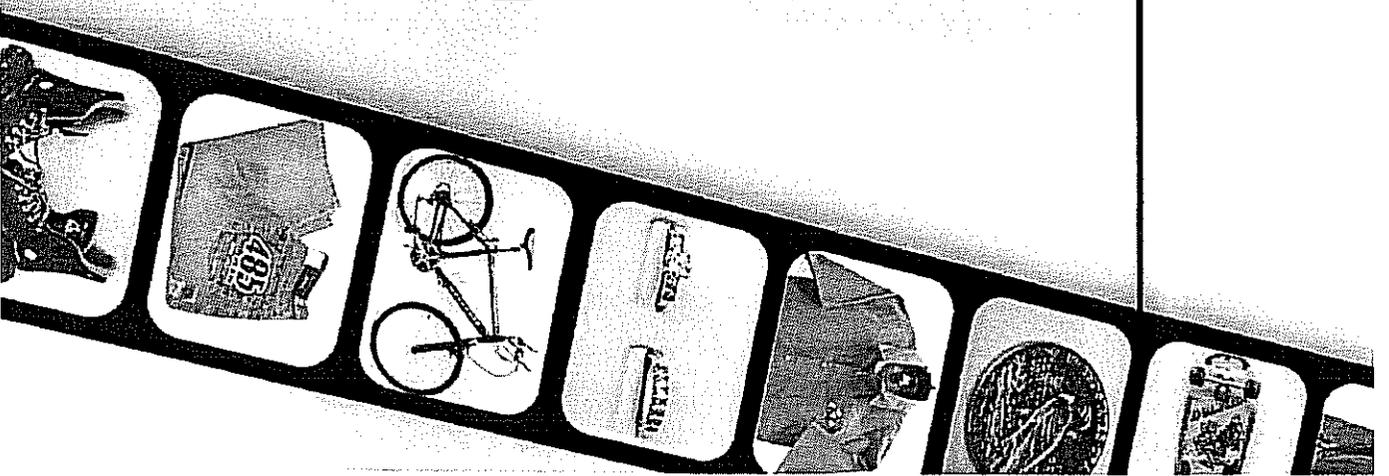




# Scheduling a Pick Up

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- » E-mail or fax your manifest to:
  - ♦ [ClientServices@propertyroom.com](mailto:ClientServices@propertyroom.com)
  - ♦ (949) 234-0047 LAPC
  - ♦ (516) 694-4064 NYPC
  - ♦ (253) 395-0549 Seattle PC
  - ♦ (407) 859-4588 Orlando PC
- » We will call you monthly to schedule a pick up however feel free to call us too!
- » We do not charge for pick-ups (or anything else) and there is no 'minimum quantity'
- » Do not wait for a 'full truck' – if necessary process in smaller, more manageable quantities



# Purpose

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This Guide for new client agencies is designed to:

- ▶ Help answer your questions
- ▶ Give suggestions for simplifying workload
- ▶ Help you get the most benefit from us

If you have additional questions, comments or suggestions please call Client Services at:

Toll Free (866) 799-3551

[ClientServices@propertyroom.com](mailto:ClientServices@propertyroom.com)

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# What We Do

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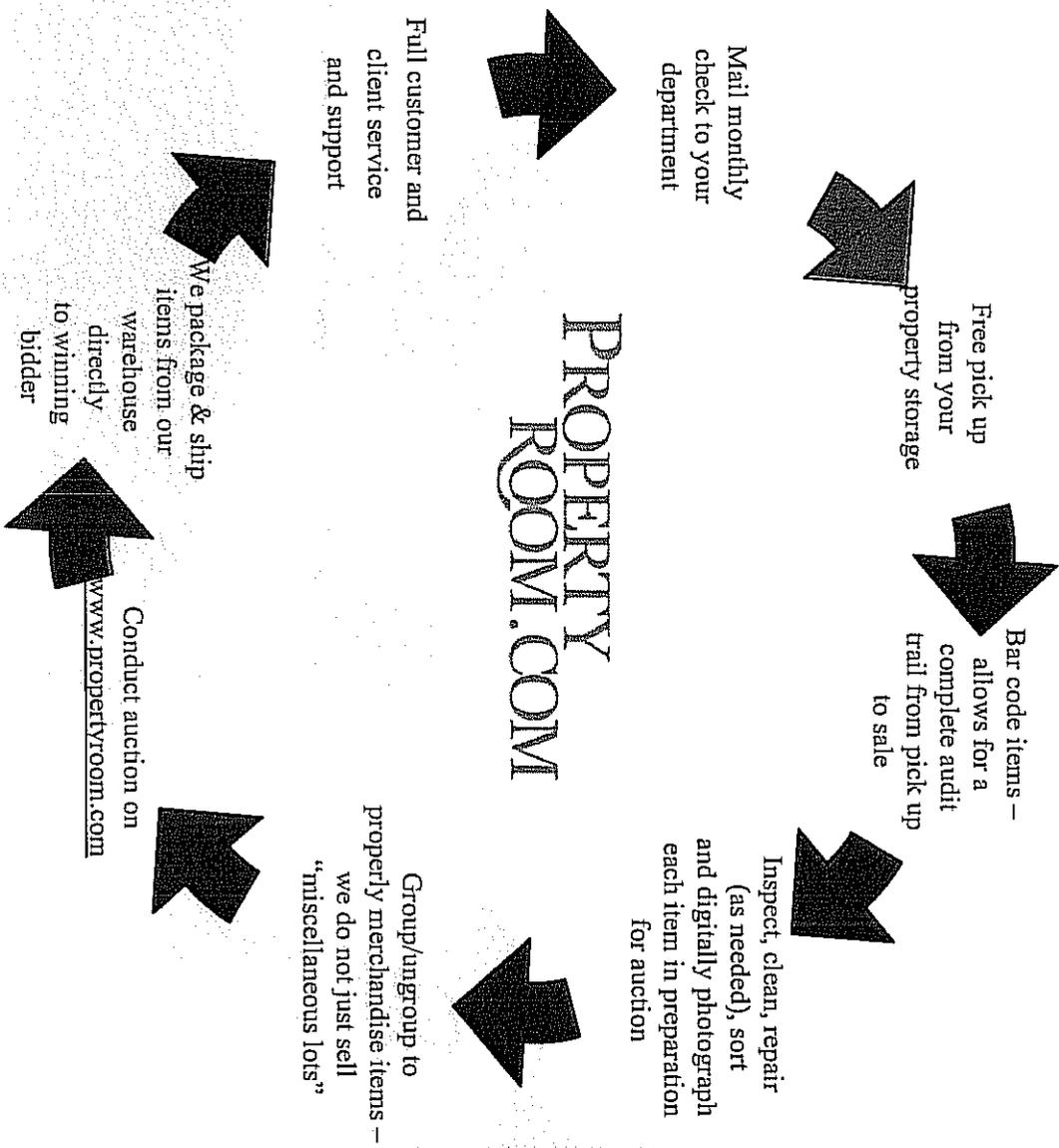
» PropertyRoom.com is a service company which through the aggregation of hundreds of law enforcement clients is able to offer **FREE** item and vehicle collection, preparation and auction services to law enforcement throughout the United States

» PropertyRoom.com will **reduce your costs** and **liabilities** around item storage & auction, while **increasing your auction proceeds** and **reinforcing your audit trail**

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# HOW WE DO IT

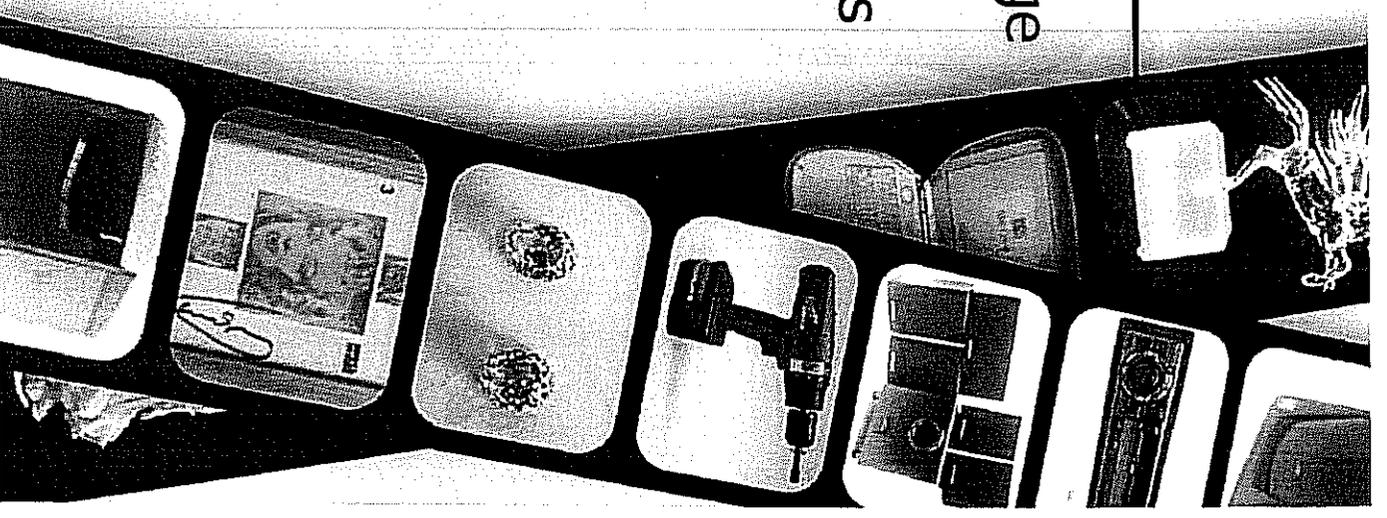


# Principal Benefits

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- » Reduce the crowding in your property storage facility
- » Drastically reduce storage and handling costs
  - you don't need a bigger property storage facility!
- » Transparency - secure and comprehensive online audit trail available 24x7x365
- » Considerably increase auction revenue for your city, county or department
- » Significantly increase public exposure to law enforcement auctions

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# Secure Online Reports & Audits

24x7 Web Audit from Microsoft Internet Explorer

To: 131.104.17.100

City: ...

Home | Logout | My Account | Settings | Help | Help

Global Services

- Inventory Management
- Inventory Audit
- Inventory Transfer

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Agency Web

Published in the Property Room Agency Website

Use the menu at the top of the screen to navigate around our site

24x7 Web Audit from Microsoft Internet Explorer

Home | Logout | My Account | Settings | Help | Help

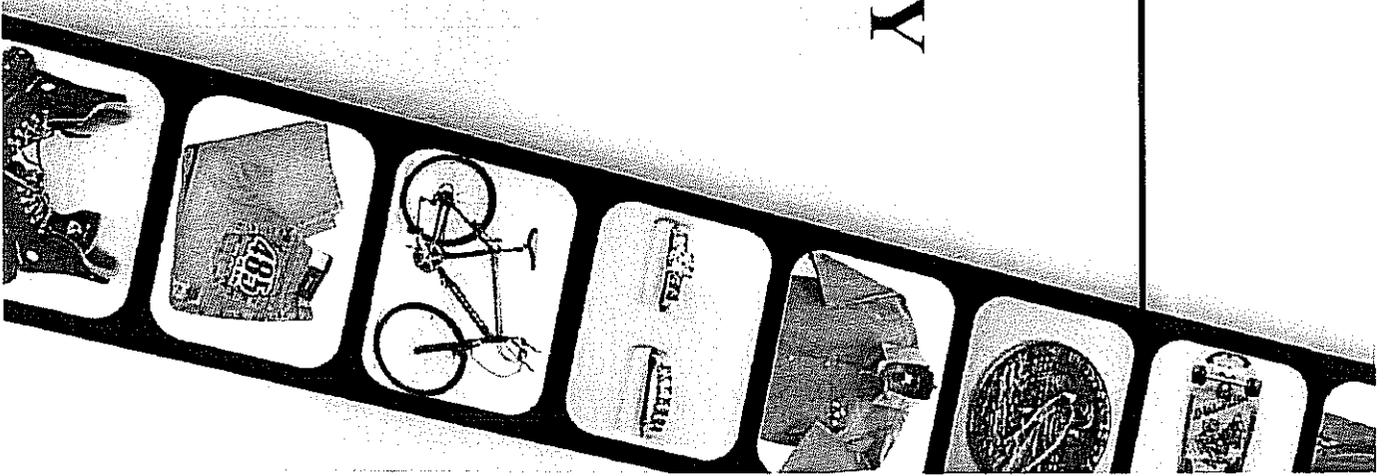
Global Services

- Inventory Management
- Inventory Audit
- Inventory Transfer



## AGENCY WEB

- ▶ Track your departments items online 24x7x365
- ▶ Current and historic item visibility from pick-up to sale
- ▶ Full reporting and audit by manifest and/or item
- ▶ Search by SKU, case ID or any other reference code you provide



# Report Example - Agency Web

## Summary Activity Report

Report Date: 5/15/03

Department: 158 - St. Lucie County Sheriff's Office  
 Check Amount: \$1,024.95

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Manifest Date: 6/6/2003	Manifest Number: 08062003	Page	Line	SKU	Description	Status	Quantity	Unit Price	Amount	Agency Reference	Complete
		1	1	0115-000102	1 ea video camera w bag #12101512	Shipped	1	12.00	12.00		
		1	2	0115-000115	2 bag 1/2 gal mowers	Shipped	2	12.35	24.70		
		1	3	0115-000117	bag w 3 eel phones, gauge, dump hoist	Returned	1	46.70	46.70		
		1	4	0115-000118	hoist	Shipped	1	6.31	6.31	1-0011590-11	
		1	5	0115-000119	welding saw #31341	Shipped	1	106.78	106.78	1-0011590-10	
		1	6	0115-000120	1 wheelbar	Shipped/Non-Typ	1	115.58	115.58		
		2	1	0115-000125	caprolinogen candle	Returned	2	2.31	4.62		
		2	2	0115-000131	1 coband camera	Shipped	2	6.50	13.00		
		2	3	0115-000167	rodless microphone	Shipped	1	4.47	4.47		
		2	4	0115-000168	urethane #202000	Shipped	1	13.23	13.23	97-1001151-2	
		3	10	0115-000170	ford van for radio	Destroyed	1	7.56	7.56		
		3	12	0115-000172	(2) air (w/air) pumps	Shipped	2	4.61	9.22		
		4	1	0115-000174	(2) blk pump	Shipped	2	2.58	5.16		
		4	2	0115-000175	bag of nails	Shipped	1	2.58	2.58	1-24125	
		4	3	0115-000176	green blocks	Destroyed	1	4.79	4.79	1-0011590-11	
		4	4	0115-000177	(3) pump & supply	Returned	3	6.16	18.48	1-0011590-10	
		4	5	0115-000181	generator w/ wv	Shipped	1	42.92	42.92	1-0011590-11	
		4	6	0115-000178	(5) power supply	Returned	5	18.58	92.90	1-0011590-11	
		4	7	0115-000179	(2) power supply	Returned	2	18.58	37.16	1-0011590-11	
		4	8	0115-000180	carbon dioxide tank	Shipped	1	18.58	18.58	1-0011590-10	
		4	9	0115-000183	legend parts bag	Returned	2	2.32	4.64		
		4	11	0115-000184	poly gas valve	Shipped	1	4.62	4.62		
		4	12			Shipped	1	963.91	963.91		
						Total:			963.91		

Manifest Date: 7/18/2003 Manifest Number: 7182003

Indicates that some or all of the items were Damaged, Returned, or Destroyed (e.g. broken, counterfeit or no value)



# Sorting and Grouping

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- ▶ Regardless of how you send the items to us, we will group or split up groups of item, if necessary, in order to merchandise them most effectively.
- ▶ For example, you may send us several boxes of new clothing recovered from a theft. We will sort the clothing by men's and women's and group items by size and style or type. Thus we make attractive grouping which maximize value.
- ▶ No matter how we group or rearrange items for auction, we will report the results in the same detail as you originally provided in your manifest.



# Testing and Cleaning

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- ▶ We test items and vehicles and describe the results so that potential buyers have reasonable expectations about the functionality of the items they win. If we are unable to test an item, we indicate that fact and let the buyers know that they assume the risk of functionality.
- ▶ In some cases, we can make minor repairs to enhance the value.



# Identifying, Describing and Appraisals

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➤ A comprehensive written description an item or vehicle, combined with attractive photographs, results in maximum value at auction. We research items where necessary to let buyers know all of the features and benefits associated with them.

- ◆ For example, we research the brand and model of a digital camera on the manufacturer's web site so we can describe the technical specifications.

- ◆ For example, we research collectible or valuable items such as paintings, coins, cards, etc to determine their true value.

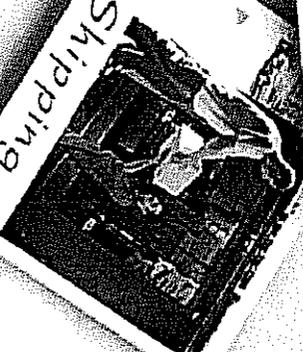
➤ Frequently, we will have valuable or collectible items appraised, at our cost, by a licensed appraiser. The appraisal report is available for potential buyers to review and evaluate.



Inspection



Refurbishing



Shipping

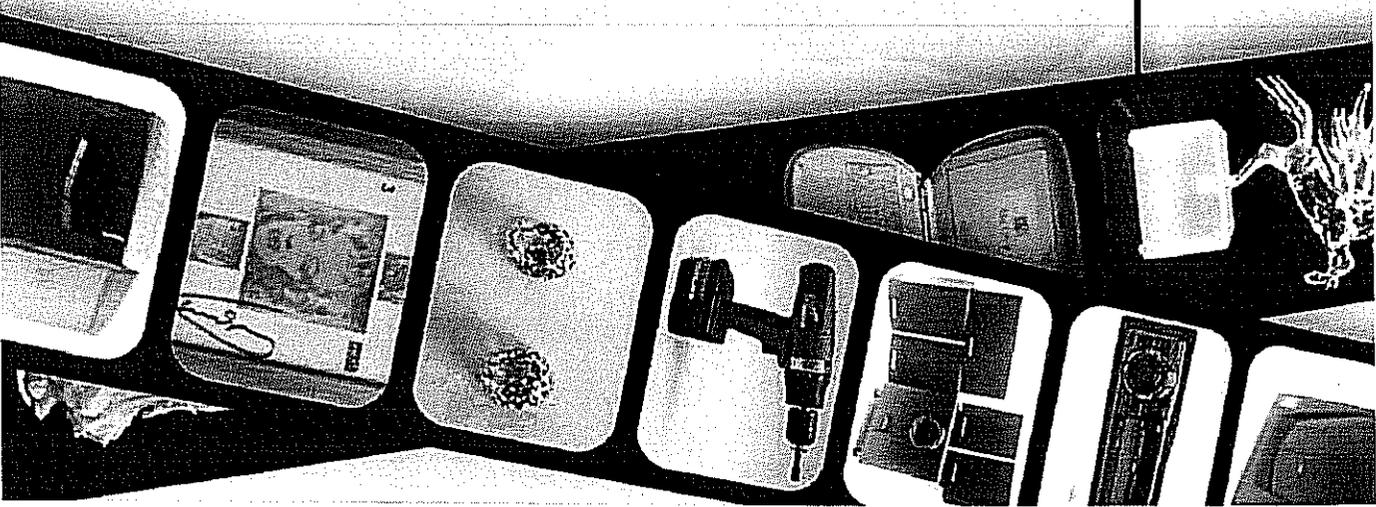
# **“End to End” Order Fulfillment**

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» By taking possession of your items, we are able to provide 100% reliability during the fulfillment process.

» We stand behind what we sell. Bidders are willing to pay more for this reliability:

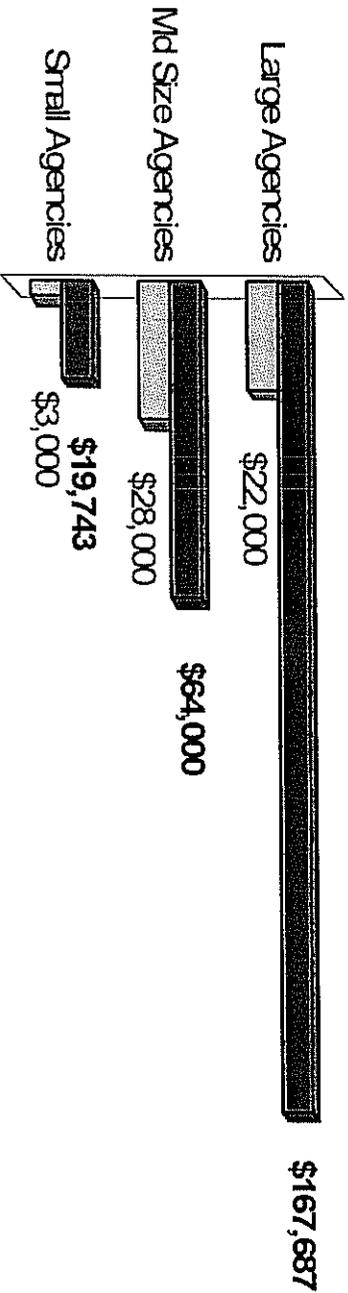
- ◆ Accurate product descriptions
- ◆ In house pick, pack and ship of all items immediately after auction closing
- ◆ Fraud prevention safe guards throughout the auction process
- ◆ Guaranteed reliability for the bidders



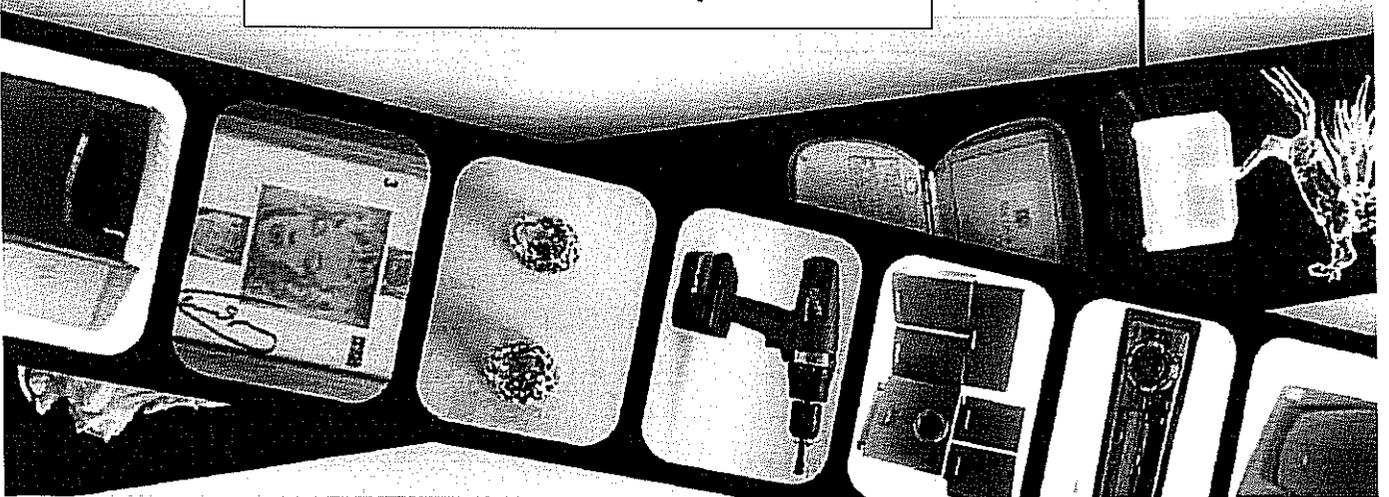


# Revenue Potential

## Annualized Auction Revenue



Revenue earned prior to FR  Revenue earned with FR





# Report Example

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## Auction Results

Camera	\$125.00
Golf Clubs & Golf Bag	\$360.00
Music CD's (see note)	
♦ Country & Western (14 CDs)	\$ 30.00
♦ Jazz (28 CDs)	\$ 45.00
♦ Classical (8 CDs)	\$ 18.00
<b>Total of Winning Bids</b>	<u>\$578.00</u>

(of the 55 CDs, 50 were sold and 5 were broken and therefore destroyed)

# Contact Information

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## » Pick Up Scheduling

- ◆ Los Angeles Processing Center  
(626) 369-0275
- ◆ New York Processing Center  
(516) 694-4101
- ◆ Seattle Processing Center  
(253) 395-0549
- ◆ Orlando Processing Center  
(407) 859-4588

## » Sales

- ◆ Toll Free (800) 799-2440  
email [Sales@propertyroom.com](mailto:Sales@propertyroom.com)

## » Client Services

- ◆ Toll Free (866) 799-3551  
email [ClientServices@propertyroom.com](mailto:ClientServices@propertyroom.com)





## TERMS AND CONDITIONS

1. **Property to be Sold.** From time to time, Owner will designate items of personal property (the "Property") that it desires to provide to PRC for Disposition Services. PRC retains the right to accept or reject certain items in its sole discretion.
2. **Title.** Owner shall retain legal title to the Property until it is purchased by auction or otherwise disposed of in accordance with this Agreement at which time Owner will be deemed to have transferred title to the purchaser or other acquirer of the item of Property (the "Buyer"). Owner appoints PRC as its attorney-in-fact to sign any and all documents necessary to assign to Buyers all of Owners right, title and interest in and to Property sold or disposed. Cash receipts, accounts receivable, contract rights, notes, general intangibles, and other rights to payment of every kind, arising out of the sales and dispositions of Property (collectively the "Proceeds") belong to Owner, subject to PRC's right to PRC's Net Proceeds and funds attributable to credit card processing costs and other transaction costs. Owner's Property shall, at all times before sale or disposition, be subject to the direction and control of Owner.
3. **Method of Selling Property.**
  - a. **Portable Property Items.** PRC will, on Owners behalf, pick-up, store and list Property for sale by auction to the public on the internet on one or more domain names selected by PRC. To the extent that any Property is not sold by auction, PRC may, in any commercially reasonable manner selected by PRC, dispose of Property. PRC will determine all aspects, terms and conditions of auctions of Property and dispositions of Property not purchased at auction, subject to the ultimate control of Owner. PRC will be responsible for all phases of submitting the Property for auction, including, but not limited to, determining when Property will be auctioned, setting the opening and reserve prices of Property, if any; determining the selling price, setting the length of time Property will be auctioned; creating text and graphics to describe and depict Property submitted for auction; collecting Buyer information (such as name, billing address, shipping address, and credit card information); approving Buyer credit card purchase transactions; and collecting auction proceeds for completed sales from Buyers. PRC shall use reasonable commercial efforts in auctioning and selling the Property on the Internet and disposing of Property that does not sell at auction. PRC shall sell and dispose of all Property "as is" without any liability to the Owner. PRC is solely responsible for identifying and resolving sales and use tax collection issues arising from Property sales, including the necessity of charging and collecting such taxes.
  - b. **Large Property Items.** PRC will, at Owner's request and on Owner's behalf, list physically large Property ("Large-Items") for sale by auction, including but not limited to cars, trucks, boats, planes and bulk lots of bicycles. For Large-Items, PRC offers Owner different selling options ("Silver," "Gold," "Gold-Plus" and "Platinum"), each with different service components and associated pricing.
    - (1) **In-Place Options.** For Silver, Gold and Gold-Plus ("Gold+"), PRC will auction Large-Items in-place, and in this context, "in-place" means that PRC will not pick-up and store these specific Items but rather Owner will maintain physical control until transfer of Items to Buyers.
    - (2) **Haul-away Option.** For Platinum, PRC will, in conjunction with a partner and to the extent practical, pick-up and haul-away Large-items, selling via online auction and transferring title and physical possession to Buyers as described in Portable Property Items.
    - (3) **Large-Item Service Summary.** The Large-Item Auction Services Option Table below depicts service components associated with each option.

**Method of Selling Property: Large-Item Auction Services Option Table**

Service Component	Responsible Party (if applicable)			
	Silver	Gold	Gold+	Platinum
1. List Large-Item for In-Place online auction	PRC	PRC	PRC	
2. Checklist review and coordination	PRC	PRC	PRC	PRC
3. Listing write-up and marketing	PRC	PRC	PRC	PRC
4. Auction and auction technology management	PRC	PRC	PRC	PRC
5. Customer Support to Bidders	Owner	PRC	PRC	PRC
6. Coordinate Buyer payment and Large-Item pick-up	Owner	PRC	PRC	PRC
7. Transaction (payment) processing	Owner	PRC	PRC	PRC
8. Photographing, vehicle review, equipment description	Owner	Owner	PRC	PRC
9. Provide or procure asset title, as applicable	Owner	Owner	Owner	Owner*
10. Pick-up and haul-away for off-premises online auction				PRC

\* At Owner request, PRC will acquire title through its partner and pass-through title acquisition cost.

**4. Term and Termination.**

- a. This Agreement will become effective as of the Start Date and will continue for an initial term of one (1) year (the "Initial Term") following the "Launch Date" (as defined herein) and thereafter will automatically renew for consecutive one (1) year terms unless written notice of non-renewal is provided by either party to the other at least sixty (60) days prior to the expiration of the then current term.
- b. As used herein, "Launch Date" shall mean the date on which PRC completes the first auction of Owner Property.
- c. This Agreement may be terminated if there is a breach by either party of any obligation, representation or warranty contained in this Agreement, upon thirty (30) days prior written notice to the other party unless the breach is cured within the thirty (30) day period, provided, however, if the breach is not capable of being cured within thirty (30) days, the breaching party will have a reasonable amount of time to cure the breach if it begins to cure during the thirty (30) day period and proceeds diligently thereafter. The written notice will specify the precise nature of the breach.
- d. The rights of the parties to terminate this Agreement are not exclusive of any other rights and remedies available at law or in equity, and such rights will be cumulative. The exercise of any such right or remedy will not preclude the exercise of any other rights and remedies.
- e. Notwithstanding any termination by either party of this Agreement, PRC will continue to remit amounts due to Owner under this Agreement in connection with any sales made before the effective date of the termination. At the time of termination, any unsold inventory shall continue to be auctioned by PRC or returned to Owner, at Owner's election and cost.

**5. Allocation of Sales Proceeds.**

**a. Portable Property Items**

- (1) **Sales Price.** The total amount paid by Buyer shall be called the "Sales Price." The Sales Price shall include the winning bid amount (the "Winning Bid") and all costs, shipping and handling charges, taxes, and insurance costs associated with the transaction and paid by Buyer.
- (2) **The Split.** For each item of Property, Owner will be credited with 50% of the first \$1,000 of the Winning Bid and 75% of the Winning Bid portion, if any, that exceeds \$1,000. From this amount, the Owner's pro rata share of transaction fees (the "Processing Costs"), if any, will be deducted.
- (3) **Processing Costs.** Credit card processing costs ("Credit Card Cost") and affiliate processing fees (the "Affiliate Fees," which include commissions and processing costs paid to third parties who send winning bidders to the website), will be borne by Owner and PRC in proportion to the percentage of the revenue credited to the parties for each underlying transaction.
- (4) **Net Proceeds.** Amounts received by the Owner will be called "Owner's Net Proceeds".

**Portable Item Example.** The following example illustrates allocation of proceeds from a Portable Property Item sale. Assume an item of Property sells at auction for a \$100 Winning Bid; the Buyer pays shipping and handling of \$10, insurance of \$2, and sales tax of \$6. The Buyer pays the Sales Price of \$118.00 ( $\$100 + \$10 + \$2 + \$6$ ) by credit card, and the Credit Card Cost is 3% of the Sales Price or \$3.54 ( $0.03 \times \$118$ ) and the Affiliate Fee is 4.8% or \$4.80 ( $0.048 \times \$100$ ). The Owner and PRC each share 50% of the underlying Winning Bid, therefore Credit Card Costs and Affiliate Fees are also shared equally, \$1.77 each ( $\$3.54 \div 2$ ) for Credit Cost and \$2.40 each ( $\$4.80 \div 2$ ) for Affiliate Fees. The Owner's Net Proceeds are \$45.83 ( $\$50.00$  less \$4.17). Note: less than 1 out of 10 transactions include Affiliate Fees.

- (5) To the extent that Property is not sold by Auction and PRC disposes of Property in a commercially reasonable manner (see "Method of Selling Property" section), including, but not limited to, sending to a charity, recycling center, landfill, or scrap metal processor, Owner understands and agrees to the following.
- (a) When Property is not sold by Auction, PRC disposition activities create additional PRC processing costs (the "Disposal Costs") and potentially a disposition Sales Price (the "Disposition Proceeds").
  - (b) Disposal Costs include, but are not limited to, labor cost of reloading Property onto a truck, labor and vehicle costs associated with transporting Property for disposition, and third-party fees, such as landfill, recycling, and hazardous material disposal fees.
  - (c) Disposition Proceeds include, but are not limited to, a Sales Price obtained for scrap metal.
  - (d) PRC will bear the burden of Disposal Costs.
  - (e) PRC will retain Disposition Proceeds, if any, as an offset to Disposal Costs, except if Disposition Proceeds for an item of Owner Property exceed \$250, in which case PRC will credit Owner a portion of Disposition Proceeds per "The Split" and "Example" above.

**b. Large- Items.**

- (1) **Sales Price, Processing Costs and Net Proceeds.** Calculated in a manner directly analogous to Portable Items.
- (2) **The Split.** For each Large-Item of Property, Owner will be credited with a percent of the Winning Bid which varies according to the Large-Item service option employed.
  - (a) **Silver.** Owner will be credited with 100% of the Winning Bid and PRC will charge Buyer a 15% Buyer's Premium.
  - (b) **Gold.** Owner will be credited with 95% of the Winning Bid and from this amount, the Owner's pro rata share of the Processing Costs, if any, will be deducted. PRC will charge Buyer a 15% Buyer's Premium.
  - (c) **Gold-Plus.** Owner will be credited with 90% of the Winning Bid and from this amount, the Owner's pro rata share of the Processing Costs, if any, will be deducted. PRC will charge Buyer a 15% Buyer's Premium.
  - (d) **Platinum.** Owner will be credited with 70% of the Winning Bid less any title pass-through fees from PRC partner.

**Large-Item Example.** Assume a Large-Item sells at auction for a Winning Bid of \$1,000.00, and with no shipping or handling charges yields a \$1,000.00 Sales Price. For the Silver, Gold and Gold-Plus options, PRC collects and retains a 15% Buyer's Premium, \$150.00 ( $0.15 \times \$1,000$ ), from Buyer. With regard to collecting the Sales Price and sharing proceeds, the approach differs by option:

**Silver.** Owner completes the sale by collecting the \$1,000.00 Sales Price from Buyer, retaining 100% as Owner's Net Proceeds.

**Gold.** PRC completes the sale by collecting the \$1,000.00 Sales Price from Buyer. The underlying Winning Bid is shared 95% by Owner, \$950 ( $0.95 \times \$1,000$ ) and 5% by PRC, therefore a 3% (\$30.00) Credit Card Cost is split 95% by Owner, \$28.50 ( $0.95 \times \$30$ ) and 5% by PRC, \$1.50 ( $0.05 \times \$30$ ). The Owner's Net Proceeds are \$921.50 ( $\$950.00$  less \$28.50).

**Gold-Plus.** PRC completes the sale as described in Gold, but with a 90-10 Split.

**Platinum.** PRC complete the sale as described in Gold, but with a 70-30 Split and with a deduction of any title acquisition pass-through fees.

6. **Payment Terms.** Not less than once every month, PRC will pay to Owner the amount of Owner's Net Proceeds payable for completed sales during the preceding month. Sales are deemed completed when all items comprising a line item on the original manifest or other list of Property are sold. With each payment of Owner's Net Proceeds, PRC will make available to Owner a detailed report setting forth the following information for the immediately preceding month:
  - a. The completed sales during the prior month, including the total amount of related proceeds collected, Owner and PRC share of Credit Card Costs, the Owners Net Proceeds;
  - b. Other dispositions of Property during the month; and
  - c. The Property, if any, inventoried by PRC at the end of the month.
7. **PropertyRoom's Obligations Concerning Property in Its Possession.** With respect to Property in PRC's possession:
  - a. PRC will exercise due care in the handling and storage of any Property;
  - b. PRC shall keep the Property free of liens, security interests, and encumbrances, and shall pay when due all fees and charges with respect to the Property;
  - c. PRC shall sign and deliver to Owner any UCC-1 financing statements or other documents reasonably requested by Owner; and
  - d. PRC shall obtain and maintain insurance in an amount (determined by PRC) not less than the replacement value of Property in its possession. The insurance will cover the Property against fire, theft, and extended coverage risks ordinarily included in similar policies. PRC shall give Owner a certificate or a copy of each of the upon Owner's request.
8. **Owner Obligations.** Owner will use its best efforts to provide to PRC such Property as becomes available for sale to the public. Owner will complete paperwork reasonably necessary to convey custodial possession of the item of Property to PRC, including a written manifest or list that describes the item of Property in sufficient detail for identification. Owner agrees that it will not provide Property that is illegal or hazardous, including but not limited to explosives, firearms, counterfeit or unauthorized copyrighted material ("knock-offs"), poisons or pharmaceuticals. In addition, to help comply with public notification statutes as well as to support internet traffic flow to the PRC auction website, Owner agrees to place a permanent clickable link (the "Link") to [www.PropertyRoom.com](http://www.PropertyRoom.com) on one or more Owner websites. PRC will supply Link technical requirements, text and images to Owner.
9. **Restrictions on Bidding.** PRC and its employees and agents may not directly or indirectly bid for or purchase auctioned Property on the PRC web site.
10. **Representations and Warranties of Owner.** Owner hereby represents, warrants and covenants as follows:
  - a. Property delivered to PRC is available for sale to the general public without any restrictions or conditions whatever; and
  - b. Owner has taken all required actions under applicable law that are conditions precedent to Owner's right to transfer title to the Property to Buyers (the "Conditions Precedent").
11. **Books and Records.** PRC will keep complete and accurate books of account, records, and other documents with respect to this Agreement (the "Books and Records") for at least three (3) years following expiration or termination of this Agreement. Upon reasonable notice, the Books and Records will be available for inspection by Owner, at Owner's expense, at the location where the Books and Records are regularly maintained, during normal business hours.
12. **Indemnification.** Subject to the limitations specified in this Indemnification section of this Agreement, each party will indemnify, hold harmless and defend the other party and its agents and employees from and against any and all losses, claims, damages, liabilities, whether joint or several, expenses

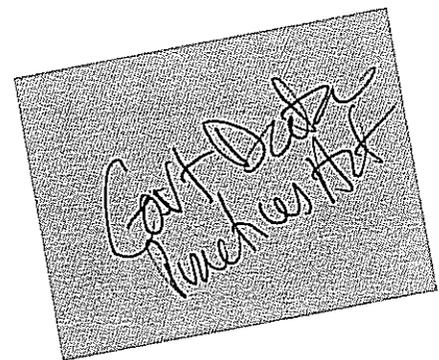
(including reasonable legal fees and expenses), judgments, fines and other amounts paid in settlement, incurred or suffered by any such person or entity arising out of or in connection with

- a. the inaccuracy of any representation or warranty made by the party hereunder,
- b. any breach of this Agreement by the party, or
- c. any negligent act or omission by the party or its employees or agents in connection with the performance by the party or its employees or agents of obligations hereunder, provided the negligent act or omission was not done or omitted at the direction of the other party.

13. **Limitations on Liability.** UNDER NO CIRCUMSTANCES WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM BREACH OF THE AGREEMENT, THE SALE OF PROPERT, OR ARISING FROM ANY OTHER PROVISION OF THIS AGREEMENT, SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS (COLLECTIVELY, "DISCLAIMED DAMAGES"); PROVIDED THAT EACH PARTY WILL REMAIN LIABLE TO THE OTHER PARTY TO THE EXTENT ANY DISCLAIMED DAMAGES ARE CLAIMED BY A THIRD PARTY AND ARE SUBJECT TO INDEMNIFICATION PURSUANT TO SECTION 12. LIABILITY ARISING UNDER THIS AGREEMENT WILL BE LIMITED TO DIRECT, OBJECTIVELY MEASURABLE DAMAGES. THE MAXIMUM LIABILITY OF ONE PARTY TO THE OTHER PARTY FOR ANY CLAIMS ARISING IN CONNECTION WITH THIS AGREEMENT WILL NOT EXCEED THE AGGREGATE AMOUNT OF PAYMENT OBLIGATIONS OWED TO THE OTHER PARTY HEREUNDER IN THE YEAR IN WHICH LIABILITY ACCRUES; PROVIDED THAT EACH PARTY WILL REMAIN LIABLE FOR THE AGGREGATE AMOUNT OF ANY PAYMENT OBLIGATIONS OWED TO THE OTHER PARTY PURSUANT TO THE AGREEMENT. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, OWNER'S LIABILITY IS NOT LIMITED UNDER THIS AGREEMENT WITH RESPECT TO LIABILITY ARISING FROM OWNER'S FAILURE TO SATISFY TIMELY ALL CONDITIONS PRECEDENT.
14. **Assignment.** This Agreement may not be assigned, in whole or in part, by either of the parties without the prior written consent of the other party (which consent may not be unreasonably withheld or delayed). Notwithstanding the foregoing, an assignment of this Agreement by either party to any subsidiary or affiliate or a third party acquisition of all or substantially all of the assets of such party will not require the consent of the other party, so long as such subsidiary, affiliate or acquiring entity assumes all of such party's obligations under this Agreement. No delegation by PRC of any of its duties hereunder will be deemed an assignment of this Agreement, nor will any change in control nor any assignment by operation of law by either party. Subject to the restrictions contained in this section, the terms and conditions of this Agreement will bind and inure to the benefit of each of the respective successors and assigns of the parties hereto.
15. **Notices.** Any notice or other communication given under this Agreement will be in writing and will be delivered by hand, sent by facsimile transmission (provided acknowledgment of receipt thereof is delivered to the sender), sent by certified, registered mail or sent by any nationally recognized overnight courier service to the addresses provided on the signature page of the Agreement. The parties may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by at least ten (10) days written notice to the other party.
16. **Severability.** Whenever possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.
17. **Complete Agreement.** This Agreement and any related documents delivered concurrently herewith, contain the complete agreement between the parties relating to the subject of this Agreement and

supersede any prior understandings, agreements or representations by or between the parties, written or oral, which may be related to the subject matter hereof in any way.

18. **Attorneys' Fees and Legal Expenses.** If any proceeding or action is brought to recover any amount under this Agreement, or for or on account of any breach of, or to enforce or interpret any of the terms, covenants, or conditions of this Agreement, the prevailing party will be entitled to recover from the other party, as part of the prevailing party's costs, reasonable attorneys' fees, the amount of which will be fixed by the court, and will be made a part of any judgment rendered.
19. **Further Assurances.** PRC and Owner will each sign such other documents and take such actions as the other may reasonably request in order to effect the relationships, services and activities contemplated by this Agreement and to account for and document those activities.
20. **Governing Law.** The internal law, and not the law of conflicts, of the state in which the Owner is located will govern all questions concerning the construction, validity and interpretation of this Agreement and the performance of the obligations imposed by this Agreement. The proper venue for any proceeding at law or in equity will be the state and county in which the Owner is located, and the parties waive any right to object to the venue.
21. **Relationship of the Parties.** The relationship created hereunder between Owner and PRC will be solely that of independent contractors entering into an agreement. No representations or assertions will be made or actions taken by either party that could imply or establish any agency, joint venture, partnership, employment or trust relationship between the parties with respect to the subject matter of this Agreement. Except as expressly provided in this Agreement, neither party will have any authority or power whatsoever to enter into any agreement, contract or commitment on behalf of the other, or to create any liability or obligation whatsoever on behalf of the other, to any person or entity. Whenever PRC is given discretion in this Agreement, PRC may exercise that discretion solely in any manner PRC deems appropriate.
22. **Force Majeure.** Neither party will be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to acts of God, public enemy, war, strikes or labor disputes, or any other cause beyond the parties' reasonable control (each a "Force Majeure"), it being understood that lack of financial resources will not to be deemed a cause beyond a party's control. Each party will notify the other party promptly of the occurrence of any Force Majeure and carry out this Agreement as promptly as practicable after such Force Majeure is terminated. The existence of any Force Majeure will not extend the term of this Agreement.
23. **Counterparts.** This Agreement may be signed in any number of counterparts.



A rectangular stamp with a textured background containing the handwritten signature "Gary D. Baker" in cursive script.

supersede any prior understandings, agreements or representations by or between the parties, written or oral, which may be related to the subject matter hereof in any way.

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23. **Counterparts.** This Agreement may be signed in any number of counterparts.

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

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

**AN ORDINANCE AMENDING INVER GROVE HEIGHTS  
CITY CODE SECTION 320.03 RELATING TO  
DISPOSAL OF UNCLAIMED PROPERTY**

The City Council of Inver Grove Heights does hereby ordain:

**Section 1. Amendment.** Section 320.03 of the Inver Grove Heights City Code is hereby amended to read:

**320.03 Unclaimed Property.** (Ord. 317; 5/08/78) Any unclaimed personal property coming into the possession of the City may be disposed of by the City as follows:

- a. Upon being held by the City and unclaimed by the owner thereof for a period of sixty days such property shall be sold by the City at an online public auction to the highest bidder. Notice of such sale shall be published in the designated legal newspaper of the City at least ten days prior to the date of such sale. Said notice shall state the place and time of such sale, and shall contain a general description of the property to be sold. In lieu of an online public auction sale, any of such unclaimed personal property may be appropriated to the use of the City upon approval of such appropriation by the Council.
- b. The online public auction of unclaimed property as above described shall be ~~conducted by the Chief of Police~~ at times which the Chief of Police he may deem appropriate and expedient depending upon the amount and value of the property to be sold.
- c. Nothing contained within this Section shall prohibit the Chief of Police from selling such property at a live public auction consistent with the property retention and publication requirements set forth in Section 320.03(a).

**Section 2. Effective Date.** This ordinance will be effective from and after its passage and publication according to law.

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

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George Tourville, Mayor

Attest:

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Melissa Rheume, Deputy Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: February 9, 2009  
 Item Type: Regular Agenda  
 Contact:  
 Prepared by: Joe Lynch, City Administrator  
 Reviewed by:

**Fiscal/FTE Impact:**

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

**PURPOSE/ACTION REQUESTED**

Council is asked to consider accepting proposed Work Session prior to a Goal Session for the next three years.

**SUMMARY**

Council has discussed setting a Goal setting session with the City Administrator and then with Department Heads. We had an excellent session last year and discussed several issues that have long term challenges for the City. We established some short term goals that connected those long term goals and set the Council up to better able to deal with them on an ongoing basis.

With the confluence of the economic situation, housing issues and State of Minnesota budget impacts to the City I believe it is imperative that we get together and discuss how we are going to govern and manage over the next three years. Ms. Daly of Navigate Forward has offered to provide a 2-2.5 hour session, with an Agenda similar to the one enclosed, for the Council prior to a Council Goal session.

The month of February is getting away from us quickly, but we could consider setting a meeting for Tuesday, Feb. 17<sup>th</sup> if you wanted to get something established right away. We do have five (5) Mondays in March and we could consider setting a couple of dates for the off Mondays in the month. The City Council meets in regular sessions on the 10<sup>th</sup> and 24<sup>th</sup> of the month of March. We could meet on either the 3<sup>rd</sup>, 17<sup>th</sup> or 31<sup>st</sup> of the month for this session and follow up goal session(s).

January 26, 2009

Joe: Thanks for the opportunity to meet with you to discuss ways to help your council work toward a stronger governance process.

Since budgets are tight and it can be hard to justify consultant expenses, we talked about offering an educational session for your Council that will give them some insight in to what great cities do during challenging times. The session will provide some valuable information and best practices as well as some interactive discussion that can help increase their awareness of where they can do some work to improve their governance process.

Here is a brief outline of my preliminary thoughts on what the session could look like.

### ***“How Great Cities Govern During Difficult Times”***

A 1-2 hour informative and interactive seminar for the City Council that offers an examination and discussion of the approaches and best practices that great cities typically use to effectively navigate difficult and challenging economic times.

#### ***Agenda Outline:***

- I. Welcome & Ice Breaker – “Why Do You Serve?”
- II. Overview of Best Practices in Great Cities
  - a. Short presentation which will offer ‘real-world’ practices and draw on concepts from experts such as:
    - i. John Carver – “Boards that Make a Difference”
    - ii. Jim Collins - “Good to Great: The Social Sector”
    - iii. Marcus Buckingham – “Now, Discover Your Strengths”
- III. Taking IGH from Good to Great.....An interactive session that will ask the group to consider and discuss some of the following critical questions:
  - a. If the city was a company and we were the Board of Directors.....
    - i. What would our shareholders need to maintain their confidence in us?
    - ii. Have we analyzed the next 1-3 years? What new vision and practices have we recommended?
    - iii. How will we as a board govern in these times? Do we know the difference between management and governance?
  - b. It starts with us....how do we lead by example?
  - c. How is our hearing....have we listened and do we understand our community?
  - d. We are not alone...what are we doing to create strategic partnerships?
  - e. The climate we live in.....do we know how to turn challenges in to opportunities?
  - f. Abundance or existence....can we manage the short-term without compromising the long-term?
- IV. Wrap: What are our ‘take-aways’ and are there next steps?

*Sent to  
George  
2/4/09*

Let’s get together and talk about your reaction to the thoughts above and determine where we want to go next. Thanks again, Joe...I’ll be in touch in the next few days! Teresa