

INVER GROVE HEIGHTS CITY COUNCIL AGENDA
MONDAY, NOVEMBER 28, 2011
8150 BARBARA AVENUE
7:00 P.M.

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **PRESENTATIONS**
4. **CONSENT AGENDA** – All items on the Consent Agenda are considered routine and have been made available to the City Council at least two days prior to the meeting; the items will be enacted in one motion. There will be no separate discussion of these items unless a Council member or citizen so requests, in which event the item will be removed from this Agenda and considered in normal sequence.
 - A. i) Minutes – November 7, 2011 Special Council Meeting _____
 - ii) Minutes – November 14, 2011 Regular Council Meeting _____
 - B. Resolution Approving Disbursements for Period Ending November 23, 2011 _____
 - C. Pay Voucher No. 5 for City Project No. 2011-09D, South Grove Urban Street Reconstruction – Area 6 _____
 - D. Final Pay Voucher No. 16, Engineer’s Final Report and Resolution Accepting Work for City Project No. 2003-15, Northwest Area Trunk Improvements _____
 - E. Approve 2012 Park and Recreation Department Fees _____
 - F. Approve Settlement Agreement with Sports Resource Group for the Skyview Hockey Rink _____
 - G. Resolution that Provides for the Sale of Unclaimed Property to a Local Non-Profit Organization _____
 - H. Approve Appointment of Acting City Treasurer _____
 - I. Approve 2012 Meeting Schedule of the Housing Committee _____
 - J. Approve Individual Massage Therapist License Application _____
 - K. Award Purchase of One (1) Air Shelter Unit to Equipment Management Company _____
 - L. Approve 30-Day Suspension of Firefighter for Failure to Meet Minimum Call Requirements _____
 - M. Personnel Actions _____
5. **PUBLIC COMMENT**: Public comment provides an opportunity for the public to address the Council on items that are not on the Agenda. Comments will be limited to three (3) minutes per person.
6. **PUBLIC HEARINGS**:

7. REGULAR AGENDA:

COMMUNITY DEVELOPMENT:

A. ADAM CANEFF; Consider Resolution relating to a Variance to allow an Accessory Building Eight (8) Feet from the Front Property Line whereas 30 feet is required for property located at 3988 78th Street _____

ADMINISTRATION:

B. CITY OF INVER GROVE HEIGHTS; Consider Third and Final Reading of an Ordinance Amending City Code Title 3, Chapter 4, Sections 3-4-2-2 and 3-4-2-3 and 10-3-8 Adjusting Development Fees for 2012 _____

C. CITY OF INVER GROVE HEIGHTS; Consider Approval of Short Term Strategic Planning Effort for the Inver Grove Heights Fire Department _____

D. CITY OF INVER GROVE HEIGHTS; Consider Resolution Approving Assignment and Subordination of Contract for Private Development between the City of Inver Grove Heights, Brentwood Hills Limited Partnership and Wells Fargo Bank, National Association _____

8. MAYOR AND COUNCIL COMMENTS:

9. ADJOURN

**INVER GROVE HEIGHTS SPECIAL CITY COUNCIL MEETING
MONDAY, NOVEMBER 7, 2011 - 8150 BARBARA AVENUE**

CALL TO ORDER/ROLL CALL: The City Council of Inver Grove Heights met in special session on Monday, November 7, 2011, in the City Council Chambers. Mayor Tourville called the meeting to order at 7:44 p.m. Present were Council members Grannis, Klein, Madden and Piekarski Krech; City Administrator Lynch, Assistant City Administrator Teppen, City Attorney Kuntz and Parks and Recreation Director Carlson.

2. REGULAR AGENDA:

DISCUSS PROJECT CLOSEOUT SETTLEMENT AGREEMENT FOR PHASE ONE OF CITY PROJECT NO. 2008-18, PUBLIC SAFETY ADDITION/CITY HALL RENOVATION PROJECT

The Council heard a presentation and overview from Administrator Lynch on the topics for discussion: Liquidated Damages and Warranty Claims for Phase I of the Public Safety Addition and City Hall.

City Attorney Kuntz clarified the legal questions and reason for the complexity of the issues, as well as the determinations that the Council needed to make.

The Council discussed the issues.

Council took a recess at 8:50 p.m. to tour the project areas and see the extent of the cracking in the floors.

Council reconvened at 8:57 p.m.

Motion by Piekarski-Krech, second by Madden, to reject the settlement with Shaw Lundquist on the Liquidates Damages claim and directed the City Attorney and City Administrator to notify the Contractor, Owners Representative and Architect that the City will make a claim either under warranty for Phase I or under breach of contract for the coloration, knee board marks, lack of uniform stratification and unevenness and extent of the cracking of the floor

Ayes: 5

Nays: 0 Motion carried.

Council directed the City Attorney and staff to draft the letter that will be sent to all parties, with a copy to go to Council, notifying them of this decision.

3. ADJOURN: Motion by Piekarski Krech, second by Klein, to adjourn. The meeting was adjourned by a unanimous vote at 9:13 p.m.

**INVER GROVE HEIGHTS CITY COUNCIL MEETING
MONDAY, NOVEMBER 14, 2011 - 8150 BARBARA AVENUE**

CALL TO ORDER/ROLL CALL: The City Council of Inver Grove Heights met in regular session on Monday, November 14, 2011, in the City Council Chambers. Mayor Tourville called the meeting to order at 7:00 p.m. Present were Council members Grannis, Klein, Madden and Piekarski Krech; Assistant City Administrator Teppen, City Attorney Kuntz, Public Works Director Thureen, Parks and Recreation Director Carlson, and Community Development Director Link.

3. PRESENTATIONS:

4. CONSENT AGENDA:

Councilmember Piekarski Krech removed Items 4E, 4U, 4W, and 4X from the Consent Agenda.

Citizen Allan Cederberg requested that Items 4CC and 4DD be removed from the Consent Agenda.

Councilmember Madden noted there was not Item 4S, because it was listed twice on the agenda.

- A. Minutes – October 24, 2011 Regular Council Meeting
- B. **Resolution No. 11-203** Approving Disbursements for Period Ending November 9, 2011
- C. Approve Final Payment for Splash Pool Air Handler
- D. Approve 2011/2012 Collective Bargaining Agreement between the City and Law Enforcement Labor Services (LELS), Local 189 Sergeants
- F. Change Order No. 1, Final Compensating Change Order No. 2, Final Pay Voucher No. 1, Engineer's Report of Acceptance and **Resolution No. 11-205** Accepting Work for City Project No. 2010-13, Storm Water Facilities Maintenance Program Zone 1
- G. Final Compensating Change Order No. 2, Final Pay Voucher No. 2, Engineer's Final Report, and **Resolution No. 11-206** Accepting Work for City Project No. 2011-09A, Cracksealing
- H. Final Compensating Change Order No. 1, Final Pay Voucher No. 1, Engineer's Final Report and **Resolution No. 11-207** Accepting Work for City Project No. 2011-16, 80th Street and Bowman Avenue Storm Sewer Maintenance Project
- I. **Resolution No. 11-208** Accepting Individual Project Order No. 16B with Kimley-Horn and Associates, Inc. for Railroad Construction and Bidding Services for City Project No. 2010-22, Ravine Pond Railroad Erosion Mitigation
- J. **Resolution No. 11-209** Approving Agreement No. 99931 between the City of Inver Grove Heights and Mn/DOT to allow Mn/DOT to Act as the City's Agent in Accepting Federal Aid
- K. Proposal from Stantec Consulting Services, Inc. for Preparation of Part 1 of Wellhead Protection Plan
- L. **Resolution No. 11-210** Authorizing an Appraisal Benefit Analysis by Metzen Appraisers for City Project No. 2001-12, Concord Blvd. (CSAH 56) Improvement – Phase II (Corcoran Path to 65th Street)
- M. **Resolution No. 11-211** Authorizing an Appraisal Benefit Analysis by Metzen Appraisers for City Project No. 2009-11, Concord Blvd. (CSAH 56) Improvement – Phase III (65th Street to Linden Street)
- N. **Resolution No. 11-212** Approving a Repair Agreement on Clark Road with Dahn Construction as part of City Project No. 2007-17 and with Park Construction as part of City Project No. 2003-03
- O. **Resolution No. 11-213** Authorizing Feasibility Report for City Project No. 2011-20, Ashley Court

Drainage

- P. Approve Modification to Engineering Consultants Scope for City Project No. 2011-08, 66th Street Improvements from Concord Boulevard to Mississippi River
- Q. Land Alteration Permit No. C-089-11(R) for WWKM, LLC
- R. **Resolution No. 11-214** Approving Amendment to Lease Agreement with AT&T for North Side Water Tower Antenna
- T. **Resolution No. 11-215** Approving the Dakota County 2012 Community Funding Application for Waste Abatement Activities
- V. **Resolution No. 11-216** Authorizing an Imprest Petty Cash Checking Account at Bremer Bank
- Y. Approve 30-Day Suspension of Firefighter for Failure to Meet Minimum Call Requirements
- Z. Schedule Public Hearing – 2012 Liquor License Renewals
- AA. Accept Donation to Inver Grove Heights Police Department
- BB. Approve Massage Therapist License Application
- EE. Approve 2012 Proposed Convention and Visitors Bureau Budget

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

Ayes: 5

Nays: 0 Motion carried.

- E. Final Compensating Change Order No. 2, Final Pay Voucher No. 4, Engineer’s Report of Acceptance and Resolution Accepting Work for City Project No. 2010-09I, Blaine Avenue Full Depth Mill and Repave Project (North End)

Councilmember Piekarski Krech questioned if the issues experienced with soft areas had been taken care of and if they would be covered by the warranty.

Mr. Thureen stated the problem areas were taken care of and the standard warranty on the project would apply.

Motion by Piekarski Krech, second by Klein, to approve Final Compensating Change Order No. 2, Final Pay Voucher No. 4, Engineer’s Report of Acceptance and Resolution No. 11-204 Accepting Work for City Project No. 2010-09I, Blaine Avenue Full Depth Mill and Repave Project (North End)

Ayes: 5

Nays: 0 Motion carried.

- U. Approve Park Maintenance Fund (Fund 444) Funding Transfer

Councilmember Piekarski Krech expressed concern with taking money out of discretionary funds. She stated she would rather fund maintenance issues as they arise and opined that they need to decide which services are critical.

Councilmember Klein stated this issue has been discussed extensively and it is critical that the City maintain its parks system.

Councilmember Grannis explained he has voted against new park projects in the past because of the long term maintenance costs and the question of how to fund those costs. He agreed that the City needed to allocate funds in order to maintain the parks that currently exist.

Mayor Tourville opined that if the parks aren’t maintained properly the costs increase because the City needs to fund complete replacement of the amenity.

Councilmember Madden clarified that the Council would still have final approval over any project the

money would be spent on.

Councilmember Piekarski Krech stated it is often easier to approve things that are already in the budget and the review process may be more elaborate if the funds are not earmarked.

Motion by Klein, second by Grannis, to approve Park Maintenance Fund (Fund 444) Funding Transfer

Ayes: 4

Nays: 1 (Piekarski Krech) Motion carried.

W. Approve Agreement with Springsted for Financial Services for the Period beginning November 1, 2011 and ending December 31, 2012

X. Approve Interim Financial Services Agreement and work done by Abdo, Eick, and Meyers

Councilmember Piekarski Krech stated she was not clear how the two companies would work together and how each of their services would be defined and separated out. She explained it was also a bit confusing that the services cost the same amount money.

Ms. Teppen explained the contract with Springsted is for services related to work on the 2012 budgets and tax levies. The contract with Abdo, Eick and Meyers is to provide services related to the day-to-day issues that arise in the finance department. She clarified that the two contracts are independent of one another.

Councilmember Piekarski Krech opined that the cost of services seem a bit out of line if they are for the same amount of money and one is for 3-4 months of work and the other is only for one month of work.

Ms. Teppen explained that the contract with Abdo, Eick and Meyers includes on-site work a couple of days a week, for eight hours per day, to work on the day-to-day issues in the finance department. The contract with Springsted includes a few hours of on-site work per week, however the majority of the work would be completed off-site.

Councilmember Grannis clarified that the City is required to have a certified public accountant and does not currently have one on staff due to the retirements of the Finance Director and Assistant Finance Director.

Councilmember Piekarski Krech stated she understood the need for a Certified Public Accountant. She opined that two (2) days per week for \$9,000 a month seemed like a lot for the services.

Mayor Tourville confirmed that the firm that was recommended provided the lowest cost for the service.

Ms. Teppen explained the fee for the CPA works out to be approximately \$140 per hour, which is in the range of a consultant's hourly rate.

Councilmember Klein opined that the fee did not seem excessive or unreasonable and noted that the City was not currently paying a Finance Director or Assistant Finance Director.

Motion by Klein, second by Grannis, to approve agreement with Springsted for Financial Services for the period beginning November 1, 2011 and ending December 31, 2012 and to approve Interim Financial Services Agreement and work done by Abdo, Eick and Meyers

Ayes: 4

Nays: 1 (Piekarski Krech) Motion carried.

CC. Approve 2012 Meeting Schedule for Advisory Commissions

DD. Approve 2012 Meeting Schedule for the City Council

Mr. Cederberg stated he represented the Housing Committee and asked that their schedule of meetings for 2012 be approved and advertised similar to those of the Citizen Advisory Commissions.

Ms. Teppen responded that the committee's schedule could be added to the calendar and brought back

for approval at the Council's next regular meeting.

Mr. Cederberg asked that a staff representative be assigned to take minutes at their meetings.

Motion by Madden, second by Klein, to approve the 2012 Meeting Schedules for Advisory Commissions and the City Council

Ayes: 5

Nays: 0 Motion carried.

5. PUBLIC COMMENT:

Allan Cederberg, 1162 E. 82nd St. suggested that the Council host a town meeting before the next election to allow citizens to ask them questions directly.

Councilmember Grannis stated the River Heights Chamber of Commerce sponsors a candidate forum before each general election that is broadcast on the local cable channels. He explained citizens can call in to the program to ask the candidates questions.

Councilmember Piekarski Krech stated it would probably be illegal to hold a town meeting before the elections with only Council members present because all candidates need to be given an opportunity to participate.

Mayor Tourville noted citizens can come to any City Council meeting to ask questions.

6. PUBLIC HEARINGS:

A. CITY OF INVER GROVE HEIGHTS; Assessment Hearing for the 2011 Pavement Management Program, City Project No. 2010-09I, Blaine Avenue (North Area) Full Depth Mill and Repave

Mr. Kaldunski reviewed the project area and explained the project consisted of a full depth mill and overlay. The total cost of the project was \$524,726.15. Ten (10) parcels were proposed to be assessed, eight (8) of which are owned by the Gertens. The remaining two (2) parcels are owned by Michael Medical, IGH. Gertens was proposed to be assessed for a portion of the street improvements and for 100% of the sidewalk replacement and center median improvements in accordance with a waiver of assessment appeal agreement. The total amount proposed to be assessed was \$261,560.88 with a ten (10) year assessment term at a 4.8% interest rate. He noted the market appraisal analysis reduced the assessments incurred by the medical center.

Motion by Klein, second by Madden, to close the public hearing

Ayes: 5

Nays: 0 Motion carried.

Motion by Klein, second by Madden, to approve Resolution No. 11-217 adopting the Assessment Roll for City Project No. 2010-09I, Blaine Avenue (North Area) Full Depth Mill and Repave

Ayes: 5

Nays: 0 Motion carried.

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

Ms. Teppen explained the proposed ordinance amendment would adjust the fees and charges associated with development activities for the 2012 calendar year. She stated Council requested additional information at the first reading of the proposed ordinance and the information was provided to the Council prior to the meeting. She noted the City Planner also provided examples of costs associated with recent development in addition to a comparison of fees from neighboring cities.

Motion by Klein, second by Madden, to close the public hearing

Ayes: 5

Nays: 0 Motion carried.

Motion by Madden, second by Grannis, to approve the Second Reading of an Ordinance Amending City Code Title 3, Chapter 4, Sections 3-4-2-2 and 3-4-2-3 and 10-3-8 Adjusting Development Fees for 2012

Ayes: 5

Nays: 0 Motion carried.

7. REGULAR AGENDA:

COMMUNITY DEVELOPMENT:

A. MIKE AND KATHY GOEHRING; Consider Resolution relating to a Conditional Use Permit to allow Sheet Metal Siding on an Accessory Structure in an Agricultural Zoning District for property located at 11331 Albavar Path

Mr. Link stated the applicant proposed to construct a 1,350 square foot pole building with sheet metal siding. The property is zoned A, Agricultural, and is just over five (5) acres in size. The proposed building would be used for personal storage. Sheet metal siding is allowed on pole buildings in the "A" zoning district by conditional use permit. The proposed request met the Conditional Use Permit criteria and the closest neighboring structure is over 200 feet away on heavily wooded lots. The proposed structure would not affect any improvements to the vicinity. Both Planning staff and the Planning Commission recommended approval of the request.

Mayor Tourville confirmed that the applicant agreed with the conditions of approval.

Motion by Klein, second by Madden, to adopt Resolution No. 11-218 relating to a Conditional Use Permit to allow Sheet Metal Siding on an Accessory Structure in an Agricultural Zoning District for property located at 11331 Albavar Path

Ayes: 5

Nays: 0 Motion carried.

B. DAKOTA COUNTY PARKS DEPARTMENT; Consider the Third Reading of an Amendment to the City Code (Subdivision Regulations) relating to allowing Subdivisions for the Creation of Public Land subject to Administrative Approval

Mr. Link explained the City Council reviewed the third reading on October 24th but tabled the item for staff to address concerns raised by Mr. Willy Krech regarding the status of the northern building setbacks after the dedication to the County for the trail. He stated the proposed ordinance amendment was meant to address lot boundary adjustments on unplatted property. He clarified that Mr. Krech's concerns about the setbacks of the northern building from the new property line were not specifically relevant to the ordinance amendment. He noted Dakota County staff worked with Mr. Krech to determine the lot area that was to be dedicated. Mr. Krech subsequently applied for a variance from setbacks so the northern building would be considered legal and would not have any nonconforming status from setbacks. A letter was submitted by Mr. Krech indicating he had no concerns regarding the ordinance amendment.

Motion by Klein, second by Grannis, to adopt Ordinance No. 1245 and Ordinance No. 1246 relating to allowing Subdivisions for the Creation of Public Land Subject to Administrative Approval

Ayes: 5

Nays: 0 Motion carried.

C. CITY OF INVER GROVE HEIGHTS; Consider Third Reading of an Ordinance Prohibiting the Use of Coal Tar-Based Sealer

Mr. Thureen stated the proposed ordinance would prohibit the use of coal tar-based sealer and no comments had been received since the second reading. He noted a typographical error was corrected in

the proposed ordinance.

Councilmember Klein questioned how often coal tar-based products were used in the City and where the products could be purchased.

Mayor Tourville stated it was becoming less available because vendors have realized there is an issue with that type of product. He noted an educational program would coincide with the adoption of the ordinance.

Motion by Piekarski Krech, second by Madden, to adopt Ordinance No. 1247 Prohibiting the Use of Coal Tar-Based Sealer

Ayes: 5

Nays: 0 Motion carried.

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

Mr. Kaldunski stated the proposed ordinance would modify the regulations regarding the amount of fill people can move on their properties. He reviewed the main changes to the existing regulations and discussed what the amendment would accomplish. During the first reading several questions were raised by the Council and staff outlined responses to those issues in the Council's information packet. He stated the Council may want to consider adding language recognizing the cumulative effects of site grading. He explained the City of Bloomington confirmed that they base their grading permits on 25 cubic yards or a significant alteration to the existing drainage paths, but did not define the drainage path items in any detail, leaving it up to the engineer's judgment. Language was proposed to address the issue in the ordinance. He recommended that the Council also consider adding items from the 1988 Uniform Building Code regarding activities that are typically exempt from a grading plan or permit, and language "excepting earth work related to a building, retaining wall, or other structure authorized by a valid building permit" and excepting "street right-of-way construction".

Councilmember Piekarski Krech stated she spoke to several local landscapers regarding the proposed amendments and the requirement to obtain a permit to do something as simple as lay black dirt on an average City lot. She acknowledged past issues in which people have excavated, brought in dirt and adversely affected drainage on neighboring properties. She explained her main concern is that the proposed amendments would preclude people from performing basic yard maintenance or landscaping activities. She stated she would like the ordinance to address major issues in which drainage or water quality are adversely affected by the excavation or filling activity.

Mr. Kaldunski suggested that language could be added that would exempt spreading topsoil for basic yard or landscaping maintenance from the permit requirements.

Mr. Kuntz reviewed the possible exceptions to the permit requirements. He stated if the general rule is formed in the nature of "don't affect drainage" or "don't harm your neighbor" there are too many possible interpretations of that general rule and it is hard to determine or measure when a violation has occurred. He explained the inherent merit to the quantification approach that was proposed. He noted there was also merit in determining exceptions to the requirements and felt the exceptions proposed needed to be further clarified.

Mayor Tourville stated the exceptions needed to be established in order to develop specific guidelines for the exceptions.

Councilmember Piekarski Krech reiterated that drainage was the key issue.

Mr. Kuntz stated the exceptions could be further clarified by incorporating measurable standards. He stated Mr. Kaldunski referenced the cumulative effect issue and questioned how far back the issue would be reviewed.

Mr. Kaldunski suggested a time period less than twenty years because of the limitation to the data available for review.

Mayor Tourville stated he would like to see some recommendations regarding the drainage and the cumulative effect review timeframe.

Councilmember Klein stated the information should be given to landscapers for input.

Motion by Piekarski Krech, second by Klein, to table the item to the December 12, 2011 Regular Council Meeting

Ayes: 5

Nays: 0 Motion carried.

8. MAYOR & COUNCIL COMMENTS:

Councilmember Madden commented on a visit to Sleepy Hollow Park and expressed concerns regarding the volume of trash he saw in the park. He reminded residents to help keep the parks clean by removing trash and cleaning up after their pets.

Councilmember Klein provided an update on Holiday on Main Street, scheduled on December 17th.

Mayor Tourville commented on the positive feedback he received regarding the Veteran's Day kickoff celebration that was hosted by the City.

9. ADJOURN: Motion by Piekarski Krech, second by Klein, to adjourn. The meeting was adjourned by a unanimous vote at 8:10 p.m.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: November 28, 2011
 Item Type: Consent
 Contact: Bill Schroepfer 651-450-2516
 Prepared by: Bill Schroepfer, Accountant
 Reviewed by: N/A

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Approve the attached resolution approving disbursements for the period of November 10, 2011 to November 22, 2011.

SUMMARY

Shown below is a listing of the disbursements for the various funds for the period ending November 22, 2011. The detail of these disbursements is attached to this memo.

General & Special Revenue	\$276,511.90
Debt Service & Capital Projects	246,495.34
Enterprise & Internal Service	310,204.80
Escrows	1,943.34
	<hr/>
Grand Total for All Funds	<u><u>\$835,155.38</u></u>

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

Attached to this summary for your action is a resolution approving the disbursements for the period November 10, 2011 to November 22, 2011 and the listing of disbursements requested for approval.

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

**RESOLUTION APPROVING DISBURSEMENTS FOR THE
PERIOD ENDING NOVEMBER 22, 2011**

WHEREAS, a list of disbursements for the period ending November 22, 2011 was presented to the City Council for approval;

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

	General & Special Revenue	\$276,511.90
	Debt Service & Capital Projects	246,495.34
	Enterprise & Internal Service	310,204.80
	Escrows	1,943.34
	Grand Total for All Funds	<u>\$835,155.38</u>

Adopted by the City Council of Inver Grove Heights this 28th day of November, 2011.

Ayes:

Nays:

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy City Clerk



Vendor Name	Payable Number	Post Date	Item Description	Account Number	Amount
AFSCME COUNCIL 5	INV0004614	11/18/2011	UNION DUES (AFSCME FAIR SHARE)	101.203.2031000	45.87
AFSCME COUNCIL 5	INV0004615	11/18/2011	UNION DUES (AFSCME FULL SHARE)	101.203.2031000	765.96
AFSCME COUNCIL 5	INV0004616	11/18/2011	UNION DUES (AFSCME FULL SHARE-PT)	101.203.2031000	44.19
AGASSIZ SEED & SUPPLY	INV044302	11/22/2011	CITYO55077	101.44.6000.451.60016	830.00
AMERICAN ENGINEERING TESTING, INC.	52276	11/23/2011	INV001	101.43.5100.442.30700	8,881.00
ARAMARK UNIFORM SERVICES	629-7363891	11/16/2011	15353001	101.44.6000.451.60045	32.21
ARAMARK UNIFORM SERVICES	629-7363891	11/16/2011	15353001	101.43.5200.443.60045	10.70
AT & T MOBILITY	287237771092X11122011	11/22/2011	ACCOUNT 287237771092	101.41.1100.413.50020	25.65
AT & T MOBILITY	287237771092X11122011	11/22/2011	ACCOUNT 287237771092	101.41.1000.413.50020	51.30
BERGUM, ERIC	10/19/11	11/22/2011	REIMBURSE-TRAINING	101.42.4200.423.50065	94.36
BERGUM, ERIC	10/19/11	11/22/2011	REIMBURSE-TRAINING	101.42.4200.423.50075	15.57
BEST WESTERN KELLY INN	10/22/11	11/17/2011	ELAN CC 11/17/11	101.42.4200.423.50075	1,635.00
BILLMEYER, JESSICA	11/14/11	11/23/2011	REIMBURSE-FEDEX	101.42.4000.421.50030	13.80
BITUMINOUS ROADWAYS, INC.	19011	11/16/2011	CUSTOMER 35265	101.43.5200.443.60016	1,447.21
BRICKHOUSE SECURITY	10/17/11	11/17/2011	ELAN CC 11/17/11	101.42.4000.421.60040	659.80
BUDGET SANDBLASTING & PAINTING INC	11/18/11	11/22/2011	SIMLEY LAKE PARK	101.44.6000.451.60066	280.00
CARQUEST AUTO PARTS STORES	1596-164908	11/22/2011	11/10/11	101.44.6000.451.60040	27.46
CITY OF SAINT PAUL	120681	11/16/2011	OCTOBER 2011	101.43.5200.443.60016	1,186.99
CLAREY'S SAFETY EQUIPMENT	135339	11/16/2011	ORDER 00089090	101.42.4200.423.60040	3,804.74
CLAREY'S SAFETY EQUIPMENT	141639	11/16/2011	ORDER 00095657	101.42.4200.423.60040	1,065.89
COLLINS ELECTRICAL CONST.	114884.01	11/16/2011	11/3/11	101.43.5400.445.40042	122.37
COORDINATED BUSINESS SYSTEMS	CNIN081837	11/16/2011	SALES ORDER 523.362.00	101.42.4200.423.30700	123.75
CULLIGAN	10/31/11 55TH ST	11/16/2011	ACCOUNT 157-98459118-8	101.42.4200.423.60065	66.70
CULLIGAN	10/31/11 FIRE STATION	11/16/2011	ACCOUNT 157.98459100-6	101.42.4200.423.60065	76.75
DAKOTA ELECTRIC ASSN	11/3/11	11/22/2011	ACCOUNT 109394-7	101.43.5400.445.40020	1,156.33
DAKOTA HEALTHY COMMUNITIES COLLABORATIVE - MENTAL HEALTH SU	10/6/11	11/17/2011	ELAN CC 11/17/11	101.42.4000.421.50080	11.54
DALCO CORPORATION	2352913	11/22/2011	ORDER 5K0FH/00	101.42.4200.423.60065	316.02
DB SEARLESS	10/20/11	11/17/2011	ELAN CC 11/17/11	101.42.4200.423.50075	178.36
EFTPS	INV0004618	11/18/2011	FEDERAL WITHHOLDING	101.203.2030200	38,145.77
EFTPS	INV0004620	11/18/2011	MEDICARE WITHHOLDING	101.203.2030500	10,843.88
EFTPS	INV0004621	11/18/2011	SOCIAL SECURITY WITHHOLDING	101.203.2030400	29,133.87
EUREKA SAND AND GRAVEL INC.	15886	11/22/2011	ACCOUNT 890	101.44.6000.451.40047	409.57
GENZ-RYAN PLUMBING & HEATING	3954	11/23/2011	REFUND 10333 BARNES WAY	101.45.0000.3222000	94.80
GERTENS	241948	11/22/2011	11/15/11	101.44.6000.451.40047	256.46
GOODPOINTE TECHNOLOGY, INC.	2066	11/22/2011	2011 PAVEMENT CONDITION SURVEY	101.44.6000.451.70501	390.00
HEALTHFAST MEDICAL TRANSPORTATION	11-30193	10/04/2011	LANGEVIN, JENNIFER	101.42.4000.421.30700	85.00
HEALTHFAST MEDICAL TRANSPORTATION	11-32089	11/23/2011	OLSIE, CHRIS 10/21/11	101.42.4000.421.30700	85.00
HENNING FIRE PROTECTION EQUIPMENT	246783	11/23/2011	11/5/11	101.42.4000.421.60065	716.07
HIDEAWAY SHOOTING RANGE LLC	11/7/11	11/23/2011	AUGUST RANGE USE	101.42.4000.421.50080	367.50
HOFFMAN & MCNAMARA CO	6724	11/22/2011	11/9/11	101.44.6000.451.40047	276.00
HOISINGTON KOEGLER GROUP INC.	011-046-1	11/23/2011	SERVICES FROM OCTOBER 1, 2011- OCTO	101.44.6000.451.30700	1,132.93
ICMA RETIREMENT TRUST - 457	INV0004568	11/18/2011	ICMA (AGE 49 & UNDER)	101.203.2031400	135.00
ICMA RETIREMENT TRUST - 457	INV0004569	11/18/2011	ICMA (AGE 49 & UNDER)	101.203.2031400	275.84
ICMA RETIREMENT TRUST - 457	INV0004570	11/18/2011	ICMA (AGE 49 & UNDER)	101.203.2031400	75.00
ICMA RETIREMENT TRUST - 457	INV0004571	11/18/2011	ICMA (AGE 49 & UNDER)	101.203.2031400	446.26
ICMA RETIREMENT TRUST - 457	INV0004572	11/18/2011	ICMA (AGE 49 & UNDER)	101.203.2031400	175.00
ICMA RETIREMENT TRUST - 457	INV0004573	11/18/2011	ICMA (AGE 49 & UNDER)	101.203.2031400	288.53
ICMA RETIREMENT TRUST - 457	INV0004574	11/18/2011	ICMA (AGE 49 & UNDER)	101.203.2031400	597.86
ICMA RETIREMENT TRUST - 457	INV0004575	11/18/2011	ICMA (AGE 49 & UNDER)	101.203.2031400	103.74
ICMA RETIREMENT TRUST - 457	INV0004576	11/18/2011	ICMA (AGE 49 & UNDER)	101.203.2031400	100.00
ICMA RETIREMENT TRUST - 457	INV0004577	11/18/2011	ICMA (AGE 49 & UNDER)	101.203.2031400	481.17
ICMA RETIREMENT TRUST - 457	INV0004578	11/18/2011	ICMA (AGE 49 & UNDER)	101.203.2031400	75.00
ICMA RETIREMENT TRUST - 457	INV0004579	11/18/2011	ICMA (AGE 49 & UNDER)	101.203.2031400	160.27
ICMA RETIREMENT TRUST - 457	INV0004580	11/18/2011	ICMA (AGE 49 & UNDER)	101.203.2031400	850.00
ICMA RETIREMENT TRUST - 457	INV0004581	11/18/2011	ICMA (AGE 49 & UNDER)	101.203.2031400	697.71
ICMA RETIREMENT TRUST - 457	INV0004582	11/18/2011	ICMA (AGE 49 & UNDER)	101.203.2031400	40.00
ICMA RETIREMENT TRUST - 457	INV0004583	11/18/2011	ICMA (AGE 49 & UNDER)	101.203.2031400	232.31
ICMA RETIREMENT TRUST - 457	INV0004584	11/18/2011	ICMA (AGE 49 & UNDER)	101.203.2031400	650.00
ICMA RETIREMENT TRUST - 457	INV0004585	11/18/2011	ICMA (AGE 49 & UNDER)	101.203.2031400	278.07
ICMA RETIREMENT TRUST - 457	INV0004586	11/18/2011	ICMA (AGE 49 & UNDER)	101.203.2031400	450.00
ICMA RETIREMENT TRUST - 457	INV0004587	11/18/2011	ICMA (AGE 49 & UNDER)	101.203.2031400	129.68
ICMA RETIREMENT TRUST - 457	INV0004588	11/18/2011	ICMA (AGE 49 & UNDER)	101.203.2031400	100.00
ICMA RETIREMENT TRUST - 457	INV0004589	11/18/2011	ICMA (AGE 49 & UNDER)	101.203.2031400	35.10
ICMA RETIREMENT TRUST - 457	INV0004590	11/18/2011	ICMA (AGE 49 & UNDER)	101.203.2031400	400.00
ICMA RETIREMENT TRUST - 457	INV0004591	11/18/2011	ICMA (AGE 50 & OVER)	101.203.2031400	201.96
ICMA RETIREMENT TRUST - 457	INV0004592	11/18/2011	ICMA (AGE 50 & OVER)	101.203.2031400	325.00
ICMA RETIREMENT TRUST - 457	INV0004593	11/18/2011	ICMA (AGE 50 & OVER)	101.203.2031400	92.92
ICMA RETIREMENT TRUST - 457	INV0004594	11/18/2011	ICMA (AGE 50 & OVER)	101.203.2031400	150.00
ICMA RETIREMENT TRUST - 457	INV0004595	11/18/2011	ICMA (AGE 50 & OVER)	101.203.2031400	247.54
ICMA RETIREMENT TRUST - 457	INV0004596	11/18/2011	ICMA (AGE 50 & OVER)	101.203.2031400	50.00
ICMA RETIREMENT TRUST - 457	INV0004597	11/18/2011	ICMA (AGE 50 & OVER)	101.203.2031400	414.98
ICMA RETIREMENT TRUST - 457	INV0004598	11/18/2011	ICMA (AGE 50 & OVER)	101.203.2031400	872.63
ICMA RETIREMENT TRUST - 457	INV0004599	11/18/2011	ICMA (AGE 50 & OVER)	101.203.2031400	75.77
ICMA RETIREMENT TRUST - 457	INV0004600	11/18/2011	ICMA (AGE 50 & OVER)	101.203.2031400	4,916.29
ICMA RETIREMENT TRUST - 457	INV0004601	11/18/2011	ICMA (EMPLOYER SHARE ADMIN)	101.203.2031400	70.11
ICMA RETIREMENT TRUST - 457	INV0004610	11/18/2011	ROTH IRA (AGE 49 & UNDER)	101.203.2032400	432.70

Vendor Name	Payable Number	Post Date	Item Description	Account Number	Amount
ICMA RETIREMENT TRUST - 457	INV0004611	11/18/2011	ROTH IRA (AGE 50 & OVER)	101.203.2032400	230.77
J-C PRESS	115238	11/22/2011	JOB 115238	101.41.1100.413.50032	3,260.00
JIMMY JOHN'S SANDWICHES	10/25/11	11/17/2011	ELAN CC 11/17/11	101.41.1000.413.50075	97.91
JULEE QUARVE-PETERSON, INC.	11-118	11/22/2011	ADA CONSULTING	101.44.6000.451.30700	2,474.06
KARAS TECHNICAL SERVICE	SO11186-1	11/23/2011	10/18/11	101.42.4000.421.40042	329.73
LANGUAGE LINE SERVICES	2843071	11/23/2011	ACCOUNT 902-0909043	101.42.4000.421.50020	24.54
LEAGUE OF MN CITIES	155490	11/22/2011	STORMWATER COALITION CONTRIBUTION	101.43.5000.441.30300	1,125.00
LOCAL GOVERNMENT INFORMATION SYSTEM	34295	11/23/2011	10/31/11	101.42.4000.421.70300	1,431.00
MIKE'S SHOE REPAIR, INC.	11032011	11/22/2011	11/3/11	101.42.4200.423.30700	26.00
MINNESOTA DEPARTMENT OF HUMAN SERVICES	INV0004567	11/18/2011	RICK JACKSON FEIN/TAXPAYER ID: 416005	101.203.2032100	301.33
MN DEPT OF REVENUE	INV0004619	11/18/2011	STATE WITHHOLDING	101.203.2030300	15,970.23
MN STATE FIRE CHIEFS ASSOCIATION	10/10/11	11/17/2011	ELAN CC 11/17/11	101.42.4200.423.50070	345.00
MOORE MEDICAL LLC	81704062 E	11/22/2011	CUSTOMER 21185816	101.42.4200.423.60065	414.95
MSFDA	11/21/11	11/22/2011	2012 MEMBERSHIP DUES	101.42.4200.423.50070	432.00
NARDINI FIRE EQUIPMENT CO., INC.	398202	11/22/2011	JWO S459636	101.42.4200.423.30700	130.43
OPTUMHEALTH FINANCIAL SERVICES	INV0004612	11/18/2011	HSA ELECTION-SINGLE	101.203.2032500	2,037.31
OPTUMHEALTH FINANCIAL SERVICES	INV0004613	11/18/2011	HSA ELECTION-FAMILY	101.203.2032500	2,894.46
PAPA JOHN'S PIZZA	10/24/11	11/17/2011	ELAN CC 11/17/11	101.42.4200.423.50075	88.36
PERA	INV0004602	11/18/2011	EMPLOYER SHARE (EXTRA PERA)	101.203.2030600	2,381.16
PERA	INV0004604	11/18/2011	EMPLOYER SHARE (PERA COORDINATED PLAN)	101.203.2030600	14,881.79
PERA	INV0004605	11/18/2011	PERA COORDINATED PLAN	101.203.2030600	14,881.79
PERA	INV0004606	11/18/2011	EMPLOYER SHARE (PERA DEFINED PLAN)	101.203.2030600	44.23
PERA	INV0004607	11/18/2011	PERA DEFINED PLAN	101.203.2030600	44.23
PERA	INV0004608	11/18/2011	EMPLOYER SHARE (POLICE & FIRE PLAN)	101.203.2030600	13,550.76
PERA	INV0004609	11/18/2011	PERA POLICE & FIRE PLAN	101.203.2030600	9,033.87
S & T OFFICE PRODUCTS	10/31/11	11/22/2011	PUBLIC WORKS	101.43.5000.441.60010	5.97
S & T OFFICE PRODUCTS	10/31/11	11/22/2011	ADMINISTRATION	101.41.1100.413.60070	120.16
S & T OFFICE PRODUCTS	10/31/11	11/22/2011	FINANCE	101.41.2000.415.60065	583.76
S & T OFFICE PRODUCTS	10/31/11	11/22/2011	ENGINEERING	101.43.5100.442.60010	485.46
S & T OFFICE PRODUCTS	10/31/11	11/22/2011	COMMUNITY DEVELOPMENT	101.45.3000.419.60010	4.49
S & T OFFICE PRODUCTS	10/31/11	11/22/2011	INSPECTIONS	101.45.3300.419.60040	139.96
S & T OFFICE PRODUCTS	10/31/11	11/22/2011	ENGINEERING	101.43.5000.441.60010	29.95
S & T OFFICE PRODUCTS	10/31/11	11/22/2011	ADMINISTRATION	101.41.1100.413.60040	93.20
S & T OFFICE PRODUCTS	10/31/11	11/22/2011	PLANNING	101.45.3200.419.60010	70.00
SAFETY MEETING OUTLINES, INC.	1111-00077	11/22/2011	ACCOUNT 53089	101.45.3300.419.50030	17.00
SENSIBLE LAND USE COALITION	12/7/11	11/22/2011	REGISTRATION	101.45.3200.419.50080	38.00
SENSIBLE LAND USE COALITION	12/7/11	11/22/2011	REGISTRATION	101.45.3000.419.50080	38.00
SENSIBLE LAND USE COALITION	12/7/11	11/22/2011	REGISTRATION	101.41.1100.413.50080	38.00
SIMPLEXGRINNELL	74742689	11/22/2011	CONTRACT 148288	101.42.4200.423.30700	489.56
SOUTH ST PAUL ANIMAL HOSPITAL	8/11-10/11	11/22/2011	FEES OWED DURING AUGUST, SEPTEMBER	101.42.4000.421.70501	872.93
SOUTH ST PAUL, CITY OF	9/29/11	11/22/2011	WATER USAGE READ ON 9/29/11	101.207.2070900	33.00
ST LOUIS PARK, CITY OF	21619	11/22/2011	BOOT CAMP SEMINAR	101.44.6000.451.50080	477.00
SWEENEY, JIM	11/15/11	11/23/2011	REIMBURSE-CUB/BYERLYS	101.43.5000.441.50075	152.47
TEPPEN, JENELLE	11/7/11	11/23/2011	REIMBURSE-NOVEMBER 2011	101.41.1000.413.50075	83.32
TRACTOR SUPPLY CREDIT PLAN	10/13/11	11/17/2011	ELAN CC 11/17/11	101.42.4200.423.60065	139.25
TRACTOR SUPPLY CREDIT PLAN	55085	11/22/2011	11/22/11	101.44.6000.451.60040	36.40
TRACTOR SUPPLY CREDIT PLAN	55285	11/22/2011	11/17/11	101.44.6000.451.60040	58.88
TRACTOR SUPPLY CREDIT PLAN	55357	11/22/2011	11/17/11	101.44.6000.451.60040	(2.14)
TRANS UNION LLC	10118348	11/22/2011	CUSTOMER 0924V0008542	101.41.1100.413.30500	49.60
TWIN CITIES OCCUPATIONAL HEALTH PC	101849883	11/22/2011	ACCOUNT N26-1251001592	101.41.1100.413.30500	357.00
UNIFORMS UNLIMITED	97522	11/23/2011	ACCOUNT I14866	101.42.4000.421.60045	82.83
UNITED WAY	INV0004617	11/18/2011	UNITED WAY	101.203.2031300	195.00
UNIVERSITY NATIONAL BANK	INV0004603	11/18/2011	STEVE HER FILE #62-CV-07-3401	101.203.2031900	395.48
UPS	10/2/11	11/17/2011	ELAN CC 11/17/11	101.42.4200.423.50035	17.25
UPS	10/23/11	11/17/2011	ELAN CC 11/17/11	101.42.4200.423.50035	15.22
USA MOBILITY WIRELESS INC	U0317409-1	11/22/2011	ACCOUNT 0317409-1	101.42.4000.421.50020	13.32
VANDERHEYDEN LAW OFFICE, P.A.	INV0004566	11/18/2011	BRIAN HENDEL FILE #62-CV-08-11330	101.203.2031900	378.79
VISTA PRINT	10/11/11	11/17/2011	ELAN CC 11/17/11	101.42.4000.421.60045	236.51
WALGREENS	10/16/11	11/17/2011	ELAN CC 11/17/11	101.42.4200.423.60006	6.00
WELCHLIN COMMUNICATION STRATEGIES	111511	11/22/2011	WELCHLIN COMMUNICATION STRATEGIES	101.43.5000.441.50080	257.16
WELCHLIN COMMUNICATION STRATEGIES	111511	11/22/2011	WELCHLIN COMMUNICATION STRATEGIES	101.43.5100.442.50080	257.14
WELCHLIN COMMUNICATION STRATEGIES	111511	11/22/2011	WELCHLIN COMMUNICATION STRATEGIES	101.44.6000.451.50080	257.14
WELCHLIN COMMUNICATION STRATEGIES	111511	11/22/2011	WELCHLIN COMMUNICATION STRATEGIES	101.43.5200.443.50080	257.14
XCEL ENERGY	302589134	11/22/2011	ACCOUNT 51-5279113-0	101.43.5200.443.40020	91.72
XCEL ENERGY	302589134	11/22/2011	ACCOUNT 51-5279113-0	101.43.5400.445.40020	10,105.01
XCEL ENERGY	302785674	11/22/2011	395692671	101.42.4200.423.40020	664.31
XCEL ENERGY	302785674	11/22/2011	200477287	101.42.4200.423.40010	141.98
XCEL ENERGY	302785674	11/22/2011	395692649	101.42.4200.423.40020	19.61
XCEL ENERGY	302785674	11/22/2011	200477025	101.42.4200.423.40010	121.88
XCEL ENERGY	302785674	11/22/2011	395693177	101.42.4200.423.40020	483.68
XCEL ENERGY	302785674	11/22/2011	395692635	101.42.4200.423.40020	2.99
XCEL ENERGY	302787341	11/22/2011	ACCOUNT 51-6435129-1	101.43.5400.445.40020	131.11
XCEL ENERGY	303308348	11/22/2011	ACCOUNT 51-4779167-3	101.44.6000.451.40010	158.15
XCEL ENERGY	303308348	11/22/2011	ACCOUNT 51-4779167-3	101.44.6000.451.40020	1,386.05
XCEL ENERGY	303479294	11/23/2011	396397809	101.42.4000.421.40042	10.56
XCEL ENERGY	303479294	11/23/2011	396397708	101.42.4000.421.40042	8.29
XCEL ENERGY	303479294	11/23/2011	396397812	101.42.4000.421.40042	11.31
XCEL ENERGY	303479294	11/23/2011	396397726	101.42.4000.421.40042	11.31
ZOYA, KENT	11/4/11	11/23/2011	REIMBURSE- WALMART/TARGET	101.42.4200.423.60065	56.82

Fund: 101 - GENERAL FUND

226,148.70

Vendor Name	Payable Number	Post Date	Item Description	Account Number	Amount
ENSEMBLE CREATIVE & MARKETING	IGH11042011	11/22/2011	CONVENTION AND VISITORS BUREAU CAM	201.44.1600.465.50025	1,500.00
FUN MINNESOTA	11/9/11	11/22/2011	2011 TCTAA HOLIDAY BREAKFAST DEC 7	201.44.1600.465.50080	15.00
Fund: 201 - C.V.B. FUND					1,515.00
BIKE KING	11/2/11	11/22/2011	38 HELMETS	204.44.6100.452.60009	570.00
BIRKELO, SARAH	11/4/11	11/16/2011	PR ACH RETURN 11/4/11	204.44.6100.452.10300	31.08
CORNER STORE, THE	10/21/11	11/17/2011	ELAN CC 11/17/11	204.44.6100.452.50090	18.37
CUB FOODS	10/26/11-2	11/17/2011	ELAN CC 11/17/11	204.44.6100.452.60009	36.03
DICK'S SPORTING GOODS	10/26/11	11/17/2011	ELAN CC 11/17/11	204.44.6100.452.60009	20.00
DICK'S SPORTING GOODS	10/26/11	11/17/2011	ELAN CC 11/17/11	204.44.6100.452.60009	18.56
ISD #199	11/10/11	11/22/2011	REIMBURSEMENT	204.44.6100.452.60009	402.58
JULEE QUARVE-PETERSON, INC.	11-118	11/22/2011	ADA CONSULTING	204.44.6100.452.30700	1,074.84
LETS PLAY! MUSIC TOGETHER	1	11/22/2011	11/17/11	204.44.6100.452.30700	979.20
MAYER ARTS INC	11/17/11	11/22/2011	WISH UPON A BALLET FALL SESSION 2	204.44.6100.452.30700	462.00
MRPA	11/21/11	11/22/2011	MRPA LEADER IN TRAINING ROUNDTABLE	204.44.6100.452.50080	10.00
O'CONNOR, TERI	11/8/11	11/22/2011	REIMBURSE-OFFICE MAX	204.44.6100.452.60010	11.55
PARTY CITY EAGAN	10/25/11	11/17/2011	ELAN CC 11/17/11	204.44.6100.452.60009	53.21
PARTY CITY EAGAN	10/28/11	11/17/2011	ELAN CC 11/17/11	204.44.6100.452.60009	20.16
PARTY CITY W ST. PAUL	10/13/11	11/17/2011	ELAN CC 11/17/11	204.44.6100.452.60009	19.26
REDBOX	10/19/11	11/17/2011	ELAN CC 11/17/11	204.44.6100.452.60009	1.07
REDBOX	10/21/11	11/17/2011	ELAN CC 11/17/11	204.44.6100.452.60009	1.07
SAM'S CLUB	10/23/11 REC	11/16/2011	ACCOUNT 7715090065702540	204.44.6100.452.60009	109.60
SAM'S CLUB	10/23/11 REC	11/16/2011	ACCOUNT 7715090065702540	204.44.6100.452.60009	21.39
SAM'S CLUB	10/23/11 REC	11/16/2011	ACCOUNT 7715090065702540	204.44.6100.452.60009	7.33
SAM'S CLUB	10/23/11 REC	11/16/2011	ACCOUNT 7715090065702540	204.44.6100.452.60009	105.18
SAM'S CLUB	10/23/11 REC	11/16/2011	ACCOUNT 7715090065702540	204.44.6100.452.60009	31.57
SAM'S CLUB	10/23/11 VMCC STATEMEI	11/16/2011	ACCOUNT 7715090061606950	204.44.6100.452.60009	8.65
SHOREVIEW COMMUNITY CENTER	10/20/11	11/17/2011	ELAN CC 11/17/11	204.44.6100.452.50090	122.91
TAHO SPORTSWEAR	INV11TF2212	11/22/2011	11/14/11	204.44.6100.452.60045	455.00
Fund: 204 - RECREATION FUND					4,590.61
ALLIED PARKING	10/27/11	11/17/2011	ELAN CC 11/17/11	205.44.6200.453.50065	8.00
BUDGET SIGN AND GRAPHICS	51494	11/22/2011	9/8/11	205.44.6200.453.60065	205.19
BUDGET SIGN AND GRAPHICS	51494	11/22/2011	9/8/11	205.44.6200.453.60065	32.07
COMCAST	11/2/11	11/16/2011	ACCOUNT 8772 10 591 0277033	205.44.6200.453.50070	74.95
CRARY, AMY	8/29/11	11/22/2011	REIMBURSE-SAM'S CLUB	205.44.6200.453.60065	42.64
CRARY, AMY	8/29/11	11/22/2011	REIMBURSE-SAM'S CLUB	205.44.6200.453.60065	13.59
CRARY, AMY	10/27/11	11/22/2011	REIMBURSE-MILEAGE	205.44.6200.453.50065	10.80
CRAWFORD DOOR SALES COMPANY	4254	11/22/2011	CUSTOMER 4840	205.44.6200.453.40040	192.99
CRAWFORD DOOR SALES COMPANY	4345	11/22/2011	CUSTOMER 4840	205.44.6200.453.40040	535.50
DAKOTA GLASS & GLAZING INC	2011578	11/22/2011	11/6/11	205.44.6200.453.40040	489.00
GARTNER REFRIGERATION & MFG, INC	38203	11/22/2011	JOB X3375	205.44.6200.453.40040	3,856.00
GENERAL REPAIR SERVICE	43435	11/16/2011	ORDER 00128099	205.44.6200.453.40040	3,370.13
KIRCHNER, DOROTHY	11/14/11	11/22/2011	REFUND	205.44.0000.3493501	29.00
NAC MECHANICAL & ELECTRICAL SERVICE	77412	11/22/2011	CLIENT 8712-1	205.44.6200.453.40040	605.08
NAC MECHANICAL & ELECTRICAL SERVICE	77421	11/22/2011	CLIENT 8712-1	205.44.6200.453.40040	991.03
O'CONNOR, TERI	11/8/11	11/22/2011	REIMBURSE-OFFICE MAX	205.44.6200.453.60040	11.56
OFFICE MAX #462	10/25/11	11/17/2011	ELAN CC 11/17/11	205.44.6200.453.60065	25.07
PETTY CASH - TERI O'CONNOR	11/14/11	11/16/2011	EXTRA PETTY CASH FOR CHANGE/TICKET	205.100.1010400	1,500.00
PUSH PEDAL PULL	5005516-IN	11/22/2011	10/17/11	205.44.6200.453.40042	153.67
R & R SPECIALTIES OF WI, INC.	0048690-IN	11/22/2011	ORDER 0157066	205.44.6200.453.80800	7,143.44
SAM'S CLUB	10/23/11 REC	11/16/2011	ACCOUNT 7715090065702540	205.44.6200.453.60065	4.80
SAM'S CLUB	10/23/11 VMCC STATEMEI	11/16/2011	ACCOUNT 7715090061606950	205.44.6200.453.60016	29.17
SAM'S CLUB	10/23/11 VMCC STATEMEI	11/16/2011	ACCOUNT 7715090061606950	205.44.6200.453.76100	34.07
SAM'S CLUB	10/23/11 VMCC STATEMEI	11/16/2011	ACCOUNT 7715090061606950	205.44.6200.453.76050	12.83
SAM'S CLUB	10/23/11 VMCC STATEMEI	11/16/2011	ACCOUNT 7715090061606950	205.44.6200.453.60016	29.17
SAM'S CLUB	10/23/11 VMCC STATEMEI	11/16/2011	ACCOUNT 7715090061606950	205.44.6200.453.60065	56.62
SAM'S CLUB	10/23/11 VMCC STATEMEI	11/16/2011	ACCOUNT 7715090061606950	205.44.6200.453.60065	66.10
SAM'S CLUB	10/23/11 VMCC STATEMEI	11/16/2011	ACCOUNT 7715090061606950	205.44.6200.453.60065	10.18
SAM'S CLUB	10/23/11 VMCC STATEMEI	11/16/2011	ACCOUNT 7715090061606950	205.44.6200.453.60040	6.36
SAM'S CLUB	10/23/11 VMCC STATEMEI	11/16/2011	ACCOUNT 7715090061606950	205.44.6200.453.60016	6.07
TAHO SPORTSWEAR	11TF2211	11/22/2011	11/14/11	205.44.6200.453.60045	97.38
TURRITTO'S PIZZA	10/11/11	11/17/2011	ELAN CC 11/17/11	205.44.6200.453.76050	206.00
XCEL ENERGY	302796403	11/22/2011	395704954	205.44.6200.453.40020	7,253.05
XCEL ENERGY	302796403	11/22/2011	395703524	205.44.6200.453.40020	11,482.36
XCEL ENERGY	302796403	11/22/2011	200475116	205.44.6200.453.40010	1,223.98
XCEL ENERGY	302796403	11/22/2011	200476221	205.44.6200.453.40010	4,419.74
ZUMBA	10/21/11	11/17/2011	ELAN CC 11/17/11	205.44.6200.453.50070	30.00
Fund: 205 - COMMUNITY CENTER					44,257.59
WELLS FARGO BANK	806454	11/23/2011	CORPORATE TRUST OPERATIONS-FEE MAI	348.57.9000.570.90300	400.00
Fund: 348 - G.O. EQUIP. CERT. 2007A					400.00
WELLS FARGO BANK	806454	11/23/2011	CORPORATE TRUST OPERATIONS-FEE MAI	349.57.9000.570.90300	400.00
Fund: 349 - G.O. IMPROVEMENT 2007B					400.00
WELLS FARGO BANK	806454	11/23/2011	CORPORATE TRUST OPERATIONS-FEE MAI	350.57.9000.570.90300	400.00
Fund: 350 - G.O. SEWER REVENUE 2007C					400.00
WELLS FARGO BANK	806454	11/23/2011	CORPORATE TRUST OPERATIONS-FEE MAI	351.57.9000.570.90300	400.00
Fund: 351 - G.O. EQUIP. CERT. 2008B					400.00
WELLS FARGO BANK	806454	11/23/2011	CORPORATE TRUST OPERATIONS-FEE MAI	352.57.9000.570.90300	400.00
Fund: 352 - G.O. IMPROVEMENT 2008A					400.00

Vendor Name	Payable Number	Post Date	Item Description	Account Number	Amount
EHLERS AND ASSOCIATES, INC.	62176	11/22/2011	CONTINUING DISCLOSURE REPORTING	399.57.9000.570.30150	100.00
EHLERS AND ASSOCIATES, INC.	343699	11/22/2011	DEBT STUDY	399.57.9000.570.30150	285.00
Fund: 399 - CLOSED BOND FUND					385.00
LOUCKS ASSOCIATES	24449	11/22/2011	SERVICES THRU OCTOBER 29, 2011	402.44.6000.451.30700	942.74
Fund: 402 - PARK ACQ. & DEV. FUND					942.74
DCA TITLE WEST ST. PAUL	6549 DOFFING AVE E	11/22/2011	6549 DOFFING AVE E, IGH : DZIEWIC	425.72.5900.725.80100	201,772.77
Fund: 425 - 2005 IMPROVEMENT FUND					201,772.77
APPLE I-TUNES	10/19/11	11/17/2011	ELAN CC 11/17/11	428.72.5900.728.80610	107.11
GOLDCOM, INC.	10/14/11	11/17/2011	ELAN CC 11/17/11	428.72.5900.728.80610	284.85
GOLDCOM, INC.	10/19/11	11/17/2011	ELAN CC 11/17/11	428.72.5900.728.80610	178.45
GRAYBAR	10/21/11	11/17/2011	ELAN CC 11/17/11	428.72.5900.728.80610	247.06
HOME DEPOT	10/17/11-2	11/17/2011	ELAN CC 11/17/11	428.72.5900.728.80610	134.31
SEVEN CORNERS HARDWARE, INC.	10/17/11	11/17/2011	ELAN CC 11/17/11	428.72.5900.728.80610	86.06
Fund: 428 - 2008 IMPROVEMENT FUND					1,037.84
RIVARD STONE, INC.	73970 B	11/22/2011	ORDER 08874	429.72.5900.729.70600	318.61
Fund: 429 - 2009 IMPROVEMENT FUND					318.61
HOFFMAN & MCNAMARA CO	6724	11/22/2011	11/9/11	431.73.5900.731.70600	4,310.00
PARTNERS & SIRNY ARCHITECTS	6	11/22/2011	PROJECT 1115.00	431.73.5900.731.30200	2,400.00
Fund: 431 - 2011 IMPROVEMENT FUND					6,710.00
S. M. HENTGES & SONS, INC.	PAY VOUCHER NO. 5	11/22/2011	CITY PROJECT NO. 2011-09D	440.74.5900.740.80300	32,282.48
Fund: 440 - PAVEMENT MANAGEMENT PROJ					32,282.48
SOUTH ST PAUL, CITY OF	9/29/11	11/22/2011	WATER USAGE READ ON 9/29/11	441.207.2070800	45.90
Fund: 441 - STORM WATER MANAGEMENT					45.90
INVER HILLS COMMUNITY BAND	9/15/11	11/22/2011	FUNDING FOR 2012	451.75.5900.751.70600	1,000.00
Fund: 451 - HOST COMMUNITY FUND					1,000.00
ACE PAINT & HARDWARE	509330/5	11/16/2011	11/7/11	501.50.7100.512.60016	12.59
CITY OF BLOOMINGTON	10/31/11	11/16/2011	PERIOD FROM 10/1/11-10/31/11	501.50.7100.512.30700	400.00
GARTZKE CONSTRUCTION INC	9893	11/16/2011	3656 74TH EAST	501.50.7100.512.40046	1,149.00
GARTZKE CONSTRUCTION INC	9895	11/16/2011	VALVE BOX 2615 79TH ST EAST	501.50.7100.512.40046	735.00
GERTENS	241058	11/16/2011	ORDER 28723	501.50.7100.512.60016	72.00
GOODIN COMPANY	02899687-01	11/16/2011	10/27/11	501.50.7100.512.60016	11.93
GOPHER STATE ONE-CALL	18359	11/23/2011	STATEMENT 11/11/11	501.50.7100.512.30700	830.95
GOPHER STATE ONE-CALL	20397	11/16/2011	ACCOUNT MN00435	501.50.7100.512.30700	556.80
HACH COMPANY	7474930	11/23/2011	ACCOUNT 255136	501.50.7100.512.50080	250.00
LAKELAND ENGINEERING EQUIPMENT CO.	12241652-01	11/22/2011	11/4/11	501.50.7100.512.60016	261.01
SAM'S CLUB	1915	11/23/2011	11/14/11	501.50.7100.512.50080	158.54
SHERWIN-WILLIAMS	4217-5	11/22/2011	ACCOUNT 6682-5453-5	501.50.7100.512.40040	73.03
SOUTH ST PAUL, CITY OF	9/29/11	11/22/2011	WATER USAGE READ ON 9/29/11	501.50.7100.512.40005	146.10
ST LOUIS PARK, CITY OF	21619	11/22/2011	BOOT CAMP SEMINAR	501.50.7100.512.50080	477.00
WATER CONSERVATION SERVICES INC	2797	11/22/2011	OCTOBER 7, 2011 70TH ST. E.	501.50.7100.512.30700	222.95
WELCHLIN COMMUNICATION STRATEGIES	111511	11/22/2011	WELCHLIN COMMUNICATION STRATEGIE	501.50.7100.512.50080	257.14
XCEL ENERGY	302782490	11/22/2011	395700342	501.50.7100.512.40020	118.58
XCEL ENERGY	302782490	11/22/2011	395700265	501.50.7100.512.40020	76.97
XCEL ENERGY	302782490	11/22/2011	395701032	501.50.7100.512.40020	4,584.82
XCEL ENERGY	302782490	11/22/2011	200476524	501.50.7100.512.40010	26.72
XCEL ENERGY	302782490	11/22/2011	200475216	501.50.7100.512.40010	26.72
XCEL ENERGY	302782490	11/22/2011	395699052	501.50.7100.512.40020	53.74
XCEL ENERGY	302782490	11/22/2011	395700484	501.50.7100.512.40020	19.49
XCEL ENERGY	302782490	11/22/2011	200476755	501.50.7100.512.40010	26.78
XCEL ENERGY	302782490	11/22/2011	200475206	501.50.7100.512.40010	26.78
XCEL ENERGY	302782490	11/22/2011	395701595	501.50.7100.512.40020	3,389.83
XCEL ENERGY	302782490	11/22/2011	395699958	501.50.7100.512.40020	75.26
XCEL ENERGY	302782490	11/22/2011	200476335	501.50.7100.512.40020	26.78
XCEL ENERGY	302782490	11/22/2011	395699419	501.50.7100.512.40020	3,016.53
XCEL ENERGY	302782490	11/22/2011	200475567	501.50.7100.512.40010	26.72
XCEL ENERGY	302782490	11/22/2011	200476030	501.50.7100.512.40010	442.81
XCEL ENERGY	302782490	11/22/2011	395699781	501.50.7100.512.40020	4,981.34
XCEL ENERGY	302782490	11/22/2011	200475714	501.50.7100.512.40010	26.78
XCEL ENERGY	302782490	11/22/2011	395701120	501.50.7100.512.40020	82.10
XCEL ENERGY	302782490	11/22/2011	395700116	501.50.7100.512.40020	47.12
XCEL ENERGY	302782490	11/22/2011	200476395	501.50.7100.512.40010	26.72
XCEL ENERGY	302782490	11/22/2011	395699059	501.50.7100.512.40020	240.26
Fund: 501 - WATER UTILITY FUND					22,956.89
FLEXIBLE PIPE TOOL COMPANY	14752	11/16/2011	11/7/11	502.51.7200.514.40042	316.41
FLEXIBLE PIPE TOOL COMPANY	14756	11/23/2011	11/9/11	502.51.7200.514.40042	161.56
INFRATECH	PR11806	11/23/2011	SERVICE LINE 2518 79TH STREET	502.51.7200.514.40043	630.00
METROPOLITAN COUNCIL	0000974084	11/22/2011	CUSTOMER 5084	502.51.7200.514.40015	126,744.67
SOUTH ST PAUL, CITY OF	9/29/11	11/22/2011	WATER USAGE READ ON 9/29/11	502.51.7200.514.40015	381.97
WELCHLIN COMMUNICATION STRATEGIES	111511	11/22/2011	WELCHLIN COMMUNICATION STRATEGIE	502.51.7200.514.50080	257.14
XCEL ENERGY	302782490	11/22/2011	395699431	502.51.7200.514.40020	168.38
XCEL ENERGY	302782490	11/22/2011	395700604	502.51.7200.514.40020	12.18
XCEL ENERGY	302782490	11/22/2011	395701055	502.51.7200.514.40020	14.30
XCEL ENERGY	302782490	11/22/2011	395701073	502.51.7200.514.40020	47.50
XCEL ENERGY	302782490	11/22/2011	395700110	502.51.7200.514.40020	77.53
XCEL ENERGY	302782490	11/22/2011	395700403	502.51.7200.514.40020	29.03
XCEL ENERGY	302782490	11/22/2011	395699570	502.51.7200.514.40020	453.98
Fund: 502 - SEWER UTILITY FUND					129,294.65

Vendor Name	Payable Number	Post Date	Item Description	Account Number	Amount
ACE PAINT & HARDWARE	509431/5	11/23/2011	11/15/11	503.52.8600.527.40040	17.08
ACE PAINT & HARDWARE	509443/5	11/23/2011	11/16/11	503.52.8600.527.40040	4.26
BERGERSON-CASWELL INC	12775	11/16/2011	JOB #29518T	503.52.8600.527.40050	1,350.00
CROWN TROPHY	10/6/11	11/17/2011	ELAN CC 11/17/11	503.52.8200.523.76400	39.69
CUB FOODS	10/14/11	11/17/2011	ELAN CC 11/17/11	503.52.8300.524.76050	7.30
CUB FOODS	10/18/11	11/17/2011	ELAN CC 11/17/11	503.52.8300.524.76050	9.96
CUB FOODS	10/21/11	11/17/2011	ELAN CC 11/17/11	503.52.8300.524.76050	12.95
CUB FOODS	10/26/11	11/17/2011	ELAN CC 11/17/11	503.52.8300.524.76050	10.42
CUB FOODS	10/28/11	11/17/2011	ELAN CC 11/17/11	503.52.8300.524.76050	11.42
G & K SERVICES	1182439148	11/16/2011	11/7/11	503.52.8600.527.60045	123.77
G & K SERVICES	1182450203	11/23/2011	11/14/11	503.52.8600.527.60045	129.69
GERTENS	241991	11/23/2011	11/16/11	503.52.8600.527.60020	5.67
GRAINGER	9683215850	11/23/2011	ACCOUNT 855256939	503.52.8600.527.60012	1,105.62
GRANDMA'S BAKERY	178681	11/23/2011	11/3/11	503.52.8300.524.76050	18.25
GRANDMA'S BAKERY	178963	11/23/2011	11/4/11	503.52.8300.524.76050	18.25
GRANDMA'S BAKERY	179237	11/23/2011	11/5/11	503.52.8300.524.76050	21.14
GRANDMA'S BAKERY	179490	11/23/2011	11/6/11	503.52.8300.524.76050	21.14
GRANDMA'S BAKERY	179736	11/23/2011	11/7/11	503.52.8300.524.76050	18.20
GRANDMA'S BAKERY	180860	11/23/2011	11/11/11	503.52.8300.524.76050	18.17
GRANDMA'S BAKERY	181125	11/23/2011	11/12/11	503.52.8300.524.76050	18.17
HANCO CORPORATION	596335	11/23/2011	332801	503.52.8600.527.60014	581.31
HOME DEPOT	10/24/11	11/17/2011	ELAN CC 11/17/11	503.52.8500.526.60065	24.62
JOHN DEERE LANDSCAPES/LESCO	59668901	11/22/2011	ORDER 63124259	503.52.8600.527.60020	182.76
LENTNER, GLEN	10/24/11	11/22/2011	REIMBURSE-DANNER	503.52.8600.527.40025	40.00
MPGMA	11/22/11	11/23/2011	8TH ANNUAL MPGMA ANNUAL MEETING	503.52.8500.526.50025	100.00
NATURE CALLS, INC.	15597	11/22/2011	11/2/11	503.52.8600.527.40065	69.38
OFFICE MAX #462	10/6/11	11/17/2011	ELAN CC 11/17/11	503.52.8500.526.60010	15.53
OFFICE MAX #462	10/27/11	11/17/2011	ELAN CC 11/17/11	503.52.8500.526.60010	57.59
PGA OF AMERICA	10/18/11	11/17/2011	ELAN CC 11/17/11	503.52.8500.526.50080	25.00
PINKY'S SEWER SERVICE INC	11/1/11	11/22/2011	#30918 80TH ST SHOP	503.52.8600.527.40015	325.00
PRECISION TURF & CHEMICAL INC	37606	11/22/2011	CUSTOMER INVE01	503.52.8600.527.60030	268.79
PRECISION TURF & CHEMICAL INC	37735	11/22/2011	CUSTOMER INVE01	503.52.8600.527.60035	1,413.99
PRESTIGE ELECTRIC, INC.	85303	11/23/2011	11/11/11	503.52.8500.526.40040	665.00
TDS METROCOM	11/13/11	11/22/2011	ACCOUNT 651 457 3667	503.52.8500.526.50020	258.83
TRACTOR SUPPLY CREDIT PLAN	51210	11/22/2011	11/9/11	503.52.8600.527.40042	77.10
US FOODSERVICE	3055268	11/23/2011	ACCOUNT 03805983	503.52.8300.524.76050	30.84
US FOODSERVICE	5854953	11/23/2011	ACCOUNT 03805983	503.52.8300.524.60065	39.10
US FOODSERVICE	5854953	11/23/2011	ACCOUNT 03805983	503.52.8300.524.76050	62.90
US FOODSERVICE	5854953	11/23/2011	ACCOUNT 03805983	503.52.8300.524.76100	266.24
US POSTMASTER - IGH	10/3/11	11/17/2011	ELAN CC 11/17/11	503.52.8500.526.50035	7.90
YOCUM OIL COMPANY, INC.	00000462520	11/22/2011	ACCOUNT 506975 0004	503.52.8400.525.60021	1,487.94
YOCUM OIL COMPANY, INC.	00000462521	11/22/2011	ACCOUNT 506975 0003	503.52.8600.527.60021	1,906.16
YOCUM OIL COMPANY, INC.	00000462522	11/22/2011	ACCOUNT 506975 0001	503.52.8600.527.60021	1,881.13

Fund: 503 - INVER WOOD GOLF COURSE

12,748.26

LEAGUE OF MN CITIES INS TRUST	21424	11/22/2011	COVERAGE 9/1/11-9/1/12 COVENANT #02602.002100.415.20750		76,701.25
-------------------------------	-------	------------	---	--	-----------

Fund: 602 - RISK MANAGEMENT

76,701.25

ACE PAINT & HARDWARE	509298/5	11/16/2011	11/3/11	603.00.5300.444.60012	12.28
ACE PAINT & HARDWARE	509341/5	11/23/2011	11/8/11	603.00.5300.444.60012	23.41
ARAMARK UNIFORM SERVICES	629-7363891	11/16/2011	15353001	603.00.5300.444.60045	18.11
ARAMARK UNIFORM SERVICES	629-7363891	11/16/2011	15353001	603.00.5300.444.40065	38.00
C.J. SPRAY, INC.	572530	11/16/2011	10/28/11	603.00.5300.444.40041	77.70
CARQUEST AUTO PARTS STORES	1596-164047	11/16/2011	10/31	603.00.5300.444.40041	75.50
CARQUEST AUTO PARTS STORES	1596-164123	11/16/2011	10/31/11	603.00.5300.444.60012	17.15
CARQUEST AUTO PARTS STORES	1596-164265	11/16/2011	11/2/11	603.00.5300.444.60040	13.27
CARQUEST AUTO PARTS STORES	1596-164329	11/16/2011	11/2/11	603.00.5300.444.40041	14.81
CARQUEST AUTO PARTS STORES	02010	11/16/2011	11/3/11	603.00.5300.444.40041	48.13
CARQUEST AUTO PARTS STORES	1596-164379	11/16/2011	11/3/11	603.00.5300.444.40041	116.39
CARQUEST AUTO PARTS STORES	1596-164380	11/16/2011	11/3/11	603.00.5300.444.40041	14.42
CARQUEST AUTO PARTS STORES	1596-164380	11/16/2011	11/3/11	603.140.1450050	144.17
CARQUEST AUTO PARTS STORES	1596-164383	11/16/2011	11/3/11	603.00.5300.444.40041	227.01
CARQUEST AUTO PARTS STORES	1596-164393	11/16/2011	11/3/11	603.140.1450050	33.91
CARQUEST AUTO PARTS STORES	1596-164415	11/16/2011	11/3/11	603.140.1450050	48.13
CARQUEST AUTO PARTS STORES	1596-164430	11/16/2011	11/3/11	603.140.1450050	17.89
CARQUEST AUTO PARTS STORES	1596-164439	11/16/2011	11/3/11	603.00.5300.444.40041	6.90
CARQUEST AUTO PARTS STORES	1596-164511	11/16/2011	11/4/11	603.00.5300.444.40041	3.18
CARQUEST AUTO PARTS STORES	1596-164640	11/16/2011	11/7/11	603.00.5300.444.40041	56.64
CARQUEST AUTO PARTS STORES	1596-164641	11/16/2011	11/7/11	603.140.1450050	5.28
CARQUEST AUTO PARTS STORES	1596-164646	11/16/2011	11/7/11	603.140.1450050	184.28
CARQUEST AUTO PARTS STORES	1596-164872	11/16/2011	11/10/11	603.140.1450050	132.55
CARQUEST AUTO PARTS STORES	1596-164108	11/16/2011	10/31/11	603.00.5300.444.40041	(16.59)
CARQUEST AUTO PARTS STORES	1596-164382	11/16/2011	11/3/11	603.00.5300.444.40041	(14.42)
CARQUEST AUTO PARTS STORES	1596-164463	11/16/2011	11/3/11	603.00.5300.444.40041	(16.59)
DANNER INC	52737	11/16/2011	CUSTOMER IGH010	603.00.5300.444.40025	100.00
DON PIEHL	348354	11/23/2011	11/4/11	603.00.5300.444.40041	43.79
EARL F ANDERSEN INC	0097358-IN	11/16/2011	ORDER 0110620	603.00.5300.444.60016	1,206.43
EHLERS AND ASSOCIATES, INC.	343698	11/22/2011	CAPITAL IMPROVEMENT PLAN	603.00.5300.444.70600	4,447.50
ELECTRIC FIRE & SECURITY	76364	11/16/2011	JOB NUMBER 114670	603.00.5300.444.40040	318.49
EMERGENCY AUTOMOTIVE TECHNOLOGIES	10836	11/16/2011	11/3/11	603.00.5300.444.40041	1,759.75
HAWK LABELING SYSTEMS	185077	11/22/2011	ORDER 88819	603.00.5300.444.60010	200.55
INFINITY WIRELESS	30484	11/23/2011	11/2/11	603.00.5300.444.80700	315.01
INVER GROVE FORD	5074869	11/23/2011	11/4/11	603.00.5300.444.40041	9.53
J.H. LARSON COMPANY	4357826-01	11/23/2011	ACCOUNT 03893	603.00.5300.444.60011	6.08
KREMER SERVICES LLC	13683	11/22/2011	9/28/11	603.00.5300.444.40041	2,988.87
KREMER SERVICES LLC	0000012732	11/21/2011	11/21/11	603.00.5300.444.40041	100.24

Vendor Name	Payable Number	Post Date	Item Description	Account Number	Amount
LITTLE FALLS MACHINE INC	00047964	11/16/2011	ORDER NO. 00009688	603.00.5300.444.40041	2,642.82
METRO JANITORIAL SUPPLY INC	11011050	11/22/2011	10/26/11	603.00.5300.444.60012	88.26
MN GLOVE & SAFETY, INC.	257390	11/22/2011	BARRY 11/10/11	603.00.5300.444.60045	54.45
NAPA OF INVER GROVE HEIGHTS	277799	11/22/2011	11/15/11	603.00.5300.444.40041	104.90
POMPS TIRE SERVICE, INC.	831406	11/22/2011	ACCOUNT 4502557	603.00.5300.444.40041	961.19
S & T OFFICE PRODUCTS	10/31/11	11/22/2011	MIS	603.00.5300.444.40040	5,641.86
S & T OFFICE PRODUCTS	10/31/11	11/22/2011	FIRE	603.00.5300.444.60010	203.17
SAM'S CLUB	10/23/11 PUBLIC WORKS	11/16/2011	ACCOUNT 7715090061845624	603.00.5300.444.40040	170.70
ST LOUIS PARK, CITY OF	21619	11/22/2011	BOOT CAMP SEMINAR	603.00.5300.444.50080	159.00
TOTAL CONSTRUCTION & EQUIP.	52072	11/22/2011	CUSTOMER CIT001	603.00.5300.444.40040	182.54
TOXALERT INTERNATIONAL INC	15125	11/22/2011	9/1/11	603.00.5300.444.40040	189.00
TRAFFIC CONTROL CORPORATION	0000051336	11/22/2011	CUSTOMER 014764	603.00.5300.444.40041	833.62
WELCHLIN COMMUNICATION STRATEGIES	111511	11/22/2011	WELCHLIN COMMUNICATION STRATEGIE	603.00.5300.444.50080	257.14
XCEL ENERGY	302589134	11/22/2011	ACCOUNT 51-5279113-0	603.00.5300.444.40010	93.49
XCEL ENERGY	302589134	11/22/2011	ACCOUNT 51-5279113-0	603.00.5300.444.40020	1,393.59
YOCUM OIL COMPANY, INC.	463070	11/22/2011	CUSTOMER 502860	603.140.1450060	5,122.26
YOCUM OIL COMPANY, INC.	463073	11/22/2011	CUSTOMER 502860	603.140.1450060	10,874.80
Fund: 603 - CENTRAL EQUIPMENT					41,750.54
S & T OFFICE PRODUCTS	10/31/11	11/22/2011	PUBLIC SAFETY/POLICE	604.00.2200.416.60010	166.01
S & T OFFICE PRODUCTS	10/31/11	11/22/2011	CENTRAL STORES	604.00.2200.416.60010	212.69
Fund: 604 - CENTRAL STORES					378.70
HILLYARD INC	600008116	11/22/2011	ORDER 21158300	605.00.7500.460.60011	248.23
HUEBSCH SERVICES	2793964	11/22/2011	100075	605.00.7500.460.40065	49.65
JULEE QUARVE-PETERSON, INC.	11-119	11/22/2011	5/22/11-10/31/11	605.00.7500.460.30700	5,431.93
LONE OAK COMPANIES	53024	11/22/2011	11/4/11	605.00.7500.460.50035	428.55
MINNESOTA ELEVATOR, INC	226696	11/22/2011	CUSTOMER B1530	605.00.7500.460.40040	226.00
S & T OFFICE PRODUCTS	10/31/11	11/22/2011	ADMINISTRATION	605.00.7500.460.60065	1,636.16
S & T OFFICE PRODUCTS	10/31/11	11/22/2011	ADMINISTRATION	605.00.7500.460.60011	884.80
TDS METROCOM	11/13/11/2	11/22/2011	ACCOUNT 651 554 0132	605.00.7500.460.50020	984.08
TEPPEN, JENELLE	11/7/11	11/23/2011	REIMBURSE-NOVEMBER 2011	605.00.7500.460.60040	1,691.95
TOTAL CONSTRUCTION & EQUIP.	52073	11/22/2011	CUSTOMER CIT001	605.00.7500.460.40040	91.27
USA MOBILITY WIRELESS INC	U0317493K	11/22/2011	ACCOUNT 0317493-5	605.00.7500.460.40065	4.91
XCEL ENERGY	302589134	11/22/2011	ACCOUNT 51-5279113-0	605.00.7500.460.40020	6,681.07
ZEE MEDICAL SERVICE	180516	11/22/2011	11/14/11	605.00.7500.460.60065	229.15
Fund: 605 - CITY FACILITIES					18,587.75
AT & T MOBILITY	287237771092X11122011	11/22/2011	ACCOUNT 287237771092	606.00.1400.413.50020	25.65
CDW GOVERNMENT INC	ZMP6129	11/22/2011	CUSTOMER NUMBER 2394832	606.00.1400.413.30700	3,749.36
CDW GOVERNMENT INC	1421307	11/22/2011	CUSTOMER 2394832	606.00.1400.413.60010	59.65
DELL MARKETING	XFK5RWTN5	11/22/2011	ORDER 839718595	606.00.1400.413.60041	1,257.46
GS DIRECT, INC.	282400	11/22/2011	10/7/11	606.00.1400.413.60010	668.75
GTS	974385-37966863	11/22/2011	2011 MN GOVERNMENT IT SYMPOSIUM	606.00.1400.413.50080	920.00
LOW VOLTAGE CONTRACTORS	SOI.26235	11/22/2011	SERVICE ORDER SVO.045350	606.00.1400.413.30700	268.21
OFFICE MAX #1227	10/20/11	11/17/2011	ELAN CC 11/17/11	606.00.1400.413.60040	13.70
S & T OFFICE PRODUCTS	10/31/11	11/22/2011	ADMINISTRATION	606.00.1400.413.60065	603.98
US INTERNET	955106	11/22/2011	11/1/11	606.00.1400.413.30700	220.00
Fund: 606 - TECHNOLOGY FUND					7,786.76
ARAMARK REFRESHMENT SERVICES	72907	11/22/2011	CUSTOMER 39398	702.229.2286500	94.17
DAKOTA AWARDS INC	10/20/11	11/16/2011	CUSTOMER ACCOUNT IN23037	702.229.2290200	164.90
S. M. HENTGES & SONS, INC.	11/8/11	11/22/2011	S.M. HENTGES & SONS #1104 PERMIT REF	702.229.2294300	449.27
TWIN CITY TROLLEYS-MINNEAPOLIS	T11-209-G62	11/22/2011	PROJECT T11-203	702.229.2307200	1,235.00
Fund: 702 - ESCROW FUND					1,943.34
Grand Total					835,155.38

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Pay Voucher No. 5 for City Project No. 2011-09D – South Grove Urban Street Reconstruction – Area 6

Meeting Date: November 28, 2011
 Item Type: Consent
 Contact: Thomas J. Kaldunski, 651.450.2572
 Prepared by: Thomas J. Kaldunski, City Engineer
 Reviewed by: Scott D. Thureen, Public Works Director

SJK SB

Fiscal/FTE Impact:

- None
- Amount included in current budget
- Budget amendment requested
- FTE included in current complement
- New FTE requested – N/A
- Other: Pavement Management Fund, Special Assessments, MSA Funds, Water Fund, Sewer Fund, 402 Park Fund

PURPOSE/ACTION REQUESTED

Consider Pay Voucher No. 5 for City Project No. 2011-09D – South Grove Urban Street Reconstruction – Area 6.

SUMMARY

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

I recommend approval of Payment Voucher No. 5 in the amount of \$32,282.48 for work on City Project No. 2011-09D – South Grove Urban Street Reconstruction Area 6.

TJK/kf

Attachments: Pay Voucher No. 5

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Final Pay Voucher No. 16, Engineer's Final Report and Resolution Accepting Work for City Project No. 2003-15 – Northwest Area Trunk Improvements

Meeting Date: November 28, 2011
Item Type: Consent
Contact: Scott D. Thureen, 450.2571
Prepared by: Scott D. Thureen, Public Works Director
Reviewed by: *SAT*
SD

	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: 2003-15 Project Funds

PURPOSE/ACTION REQUESTED

Consider Final Pay Voucher No. 16, Engineer's Final Report and Resolution Accepting Work for City Project No. 2003-15 – Northwest Area Trunk Improvements.

SUMMARY

The improvements were ordered by the City Council on November 14, 2005. The contract was awarded to Ames Construction in the amount of \$9,537,706.15 on April 14, 2008. The final contract amount is \$10,115,262.51. The final quantity reconciliation was completed under Change Order No. 5.

Public Works recommends approval of Final Pay Voucher No. 16 in the amount of \$150,009.34, Engineer's Final Report and Resolution Accepting Work for City Project No. 2003-15 – Northwest Area Trunk Utility Improvements.

SDT/kf

Attachments: Final Pay Voucher No. 16
Engineer's Final Report
Resolution Accepting Work

CITY OF INVER GROVE HEIGHTS
CONSTRUCTION PAYMENT VOUCHER

ESTIMATE NO. 16 - Final
DATE: July 29, 2011
PERIOD ENDING: July 29, 2011
CONTRACT: Northwest Area Trunk Utility Improvements
PROJECT NO: 2003-15

TO: Ames Construction, Inc.
2000 Ames Drive
Burnsville, MN 55306

A. Original Contract Amount.....\$9,537,706.15
B. Total Additions (Change Orders No. 1, No. 2, No. 4, No. 5, and No. 6).....\$577,556.36
C. Total Deductions
D. TOTAL CONTRACT AMOUNT\$10,115,262.51
E. TOTAL VALUE OF WORK TO DATE\$10,115,262.51
F. LESS RETAINED (0.0%).....\$0.00
G. Less Previous Payment.....\$9,965,253.17
H. TOTAL APPROVED FOR PAYMENT THIS VOUCHER.....\$150,009.34 SB
I. TOTAL PAYMENTS INCLUDING THIS VOUCHER\$10,115,262.51

APPROVALS:

Pursuant to our field observations, I hereby recommend for payment the above stated amount for work performed through July 29, 2011.

Signed by: Scott Thureen
Scott Thureen, Public Works Director

22 Nov 11
Date

Signed by: Chris Ritter
Chris Ritter, Ames Construction

7-27-11
Date

Signed by: _____
George Tourville, Mayor

Date

CONTRACTOR'S PAY REQUEST NORTHWEST AREA TRUNK UTILITY IMPROVEMENTS CITY OF INVER GROVE HEIGHTS BMI PROJECT NO.: T16.21855	DISTRIBUTION:
	CONTRACTOR (1)
	OWNER (1)
	ENGINEER (1)
	PFA (1)

TOTAL AMOUNT BID PLUS APPROVED CHANGE ORDERS	\$10,115,262.51
TOTAL, COMPLETED WORK TO DATE	\$10,115,262.51
TOTAL, STORED MATERIALS TO DATE	\$1,182,486.78
STORED MATERIALS PAID ON PREVIOUS ESTIMATES	\$1,182,486.78
DEDUCTION FOR STORED MATERIALS USED IN WORK COMPLETED	\$1,182,486.78
TOTAL, COMPLETED WORK & STORED MATERIALS	\$10,115,262.51
RETAINED PERCENTAGE (0.0%)	\$0.00
TOTAL AMOUNT OF OTHER PAYMENTS OR (DEDUCTIONS)	\$0.00
NET AMOUNT DUE TO CONTRACTOR TO DATE	\$10,115,262.51
TOTAL AMOUNT PAID ON PREVIOUS ESTIMATES	\$9,965,253.17
PAY CONTRACTOR AS ESTIMATE NO. FINAL	\$150,009.34

Certificate for Partial Payment

I hereby certify that, to the best of my knowledge and belief, all items quantities and prices of work and material shown on this Estimate are correct and that all work has been performed in full accordance with the terms and conditions of the Contract for this project between the Owner and the undersigned Contractor, and as amended by any authorized changes, and that the foregoing is a true and correct statement of the contract amount for the period covered by this Estimate.

Contractor: AMES CONSTRUCTION, INC.
 2000 AMES DRIVE
 BURNSVILLE, MN 55306

By Chris Roth Name Project Engineer Title

Date 7-27-11

CHECKED AND APPROVED AS TO QUANTITIES AND AMOUNT:
 ENGINEER: BOLTON & MENK, INC., ENGINEERS, 12224 NICOLLET AVENUE, BURNSVILLE, MN.

By _____, PROJECT ENGINEER
 MARCUS THOMAS, P.E.

Date _____

APPROVED FOR PAYMENT:
 OWNER: CITY OF INVER GROVE HEIGHTS

By _____ Name _____ Title _____ Date _____

And _____ Name _____ Title _____ Date _____

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

ENGINEER'S REPORT OF FINAL ACCEPTANCE

CITY PROJECT NO. 2003-15
NORTHWEST AREA TRUNK UTILITY IMPROVEMENTS

November 22, 2011

TO THE CITY COUNCIL
INVER GROVE HEIGHTS, MINNESOTA

HONORABLE MAYOR AND CITY COUNCIL MEMBERS:

This is to advise you that I have received the work under contract with Ames Construction, Inc. for City Project No. 2003-15 – Northwest Area Trunk Utility Improvements.

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

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

Original Contract Amount	\$9,537,706.15
Total Addition (Change Order Nos. 1, 2, 4, 5, 6)	\$577,556.36
Total Contract Amount.....	\$10,115,262.51
Total Value of Work to Date.....	\$10,115,262.51
Less Previous Payment.....	\$9,965,253.17
Total Approved for Payment this Voucher	\$150,009.34
Total Payments including this Voucher.....	\$150,009.34

Sincerely,



Scott D. Thureen
Public Works Director

SDT/kf

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION ACCEPTING WORK OF AMES CONSTRUCTION INC. AND AUTHORIZING FINAL
PAYMENT IN THE AMOUNT OF \$150,009.34

CITY PROJECT NO. 2003-15
NORTHWEST AREA TRUNK UTILITY IMPROVEMENTS

RESOLUTION NO. _____

WHEREAS, pursuant to a written contract with the City of Inver Grove Heights dated April 14, 2008, Ames Construction Inc. satisfactorily completed improvements and appurtenances for City Project No. 2003-15 – Northwest Area Trunk Utility Improvements.

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

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

Adopted by the City Council of Inver Grove Heights this 28th day of November 2011.

AYES:

NAYS:

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Approve 2012 Park and Recreation Department Fees

Meeting Date: November 28, 2011
 Item Type: Consent Agenda
 Contact: Eric Carlson – 651.450.2587
 Prepared by: Eric Carlson
 Reviewed by: Al McMurchie
 Bethany Adams
 Tracy Petersen

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

It is recommended that the Council approve the attached fees for Parks & Recreation.

SUMMARY

Attached is a copy of the 2012 proposed fees for Parks & Recreation. Highlights of the changes are as follows:

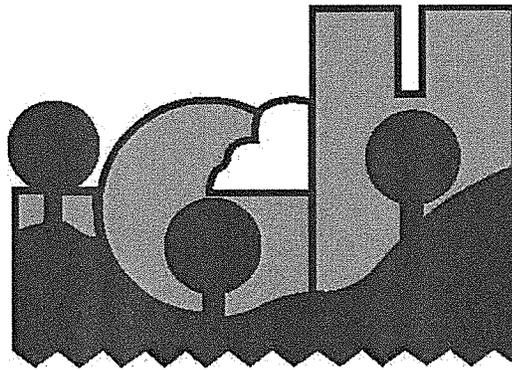
VMCC/Grove

- \$1.00 per month increase on membership fees. This represents the 3rd year in a row of a \$1 increase per month.

Inver Wood

- \$1.00 - \$3.50 increase in greens fees depending on the category. This represents the first rate increase since 2008.

**CITY
OF
INVER GROVE HEIGHTS**



**2012 PROPOSED FEES
PARKS & RECREATION DEPARTMENT**

RECREATION

INVER WOOD GOLF COURSE

VETERANS MEMORIAL COMMUNITY CENTER

Parks & Recreation

Item	Frequency	2011 Resident	2011 Non-Resident	2012 Proposed Res	2012 Proposed Non-Res
Park Shelters *	Per 5 hour block	\$55.00	\$75.00	\$55.00	\$75.00
Picnic Kit *	NA	\$12.00	\$22.00	\$12.00	\$22.00
Volleyball Kit *	NA	\$22.00	\$40.00	\$22.00	\$40.00
Bocce Ball Set *	NA	\$22.00	\$40.00	\$22.00	\$40.00
Croquet Set *	NA	\$12.00	\$22.00	\$12.00	\$22.00
Tug-o-War Rope *	NA	\$6.00	\$12.00	\$6.00	\$12.00
Horseshoe Kit *	NA	\$6.00	\$12.00	\$6.00	\$12.00
Additional trash barrels/picnic tables	NA	\$22.00	\$30.00	\$22.00	\$30.00
Outdoor Ice Rink *	Per hour	\$22.00	\$30.00	\$22.00	\$30.00
Outdoor Ice Rink w/attendant *	Per hour	\$33.00	\$41.00	\$33.00	\$41.00
Outdoor Rink Lights	Per hour	\$30.00	\$40.00	\$30.00	\$40.00
Neighborhood Park/School Athletic Field	Per use	\$30.00	\$40.00	\$30.00	\$40.00
Tennis Courts	Per Hour/Court	\$3	\$5	\$3	\$5
Rich Valley Baseball Field (youth)	Per gm/practice	\$70.00	\$90.00	\$70.00	\$90.00
Rich Valley Baseball Field (adult)	Per gm/practice			\$85	\$100
Rich Valley Softball Field	Per gm/practice	\$50.00	\$70.00	\$50.00	\$70.00
Rich Valley Soccer Field (youth)	Per gm/practice	\$70.00	\$90.00	\$70.00	\$90.00
Rich Valley Soccer Field (adult)	Per gm/practice	\$85.00	\$100.00	\$85.00	\$100.00
Rich Valley Soccer ½ Field	Per gm/practice	\$40.00	\$45.00	\$40.00	\$45.00
Rich Valley Lights	Per hour	\$35.00	\$45.00	\$35.00	\$45.00
Rich Valley Field Tournament Fee	Per field/day	\$175.00	\$200.00	\$175.00	\$200.00
Rich Valley Tournament Vendor Fee	Per Weekend	\$100	\$100	\$100	\$100
Rich Valley Concession Stand	Per Weekend	\$225	\$225	\$250	\$250
Rich Valley Additional Maintenance Service- staff, equipment and supplies (4 fields or less)	Per hour	\$50.00	\$60.00	\$50.00	\$60.00
Rich Valley Additional Maintenance Service- staff, equipment & supplies (5 fields or more)	Per hour	\$70.00	\$80.00	\$70.00	\$80.00
Rich Valley Additional Maintenance Service-labor & supplies	Per hour	\$40	\$50	\$40	\$50
IGH Baseball, Softball & Soccer Association Tournament Fee	Per field/day	\$70	\$70	\$70	\$70
Local Athletic Assoc. User Fee	Per Player	\$10	\$15	\$10	\$15
Disc Golf Annual Pass	Per year	\$30	\$30	\$30	\$30
Disc golf Daily Pass	Daily			\$5	\$5
Disc Golf Tournament	Per day	\$200	\$200	\$200	\$200
	Per Weekend	\$500	\$500	\$500	\$500
	Daily	\$5	\$5	\$5	\$5

- *Requires damage deposit
- **Fee replaces the agreement that expired in 2009 to build Rich Valley Athletic Complex. Revenue generated can be used on a project that would benefit youth athletics and the City. The project would be agreed upon between staff and the association and approved by the Council.
- Fees include tax
- Manager has discretion to negotiate off peak time usage rates

Inver Wood Golf Course

Item	Frequency	2011	2011 Non-Resident	2012 Proposed Resident	2012 Proposed Non-Res
Pull Cart Rental	Per Round	3.75		3.75	
Patron Card	Per Season	40.00	55.00	40.00	55.00
Driving Range Balls-Large	Per Bucket	6.75		7.00	
Driving Range Balls-Medium	Per Bucket	4.25		4.00	
Driving Range Balls-Small	Per Bucket	2.75		n/a	
Weekday	18 Hole Green Fee	27.00		30.00	
<i>Mon - Thur</i>	<i>9 Hole Green Fee</i>	<i>16.00</i>		<i>17.00</i>	
<i>7 am to 5 pm</i>	<i>Patron 18 Green Fee</i>	<i>23.00</i>		<i>25.00</i>	
<i>Sat - Sun</i>	<i>Patron 9 Green Fee</i>	<i>14.00</i>		<i>15.00</i>	
<i>Noon to 5 pm</i>	<i>Sr/Jr 18 Green Fee</i>	<i>18.00</i>		<i>20.00</i>	
	<i>Sr/Jr 9 Green Fee</i>	<i>10.00</i>		<i>11.00</i>	
	<i>Executive Green Fee</i>	<i>13.00</i>		<i>14.00</i>	
	<i>Patron Exec Green Fee</i>	<i>10.00</i>		<i>11.00</i>	
	<i>Sr/Jr Exec Green Fee</i>	<i>8.50</i>		<i>9.50</i>	
Weekend	18 Hole Green Fee	36.00		39.00	
<i>Friday</i>	<i>9 Hole Green Fee</i>	<i>22.00</i>		<i>24.00</i>	
<i>Noon to 5 pm</i>	<i>Patron 18 Green Fee</i>	<i>29.00</i>		<i>32.00</i>	
<i>Sat - Sun</i>	<i>Patron 9 Green Fee</i>	<i>17.00</i>		<i>18.00</i>	
<i>6 am to Noon</i>	<i>Sr/Jr 18 Green Fee</i>	<i>22.00</i>		<i>24.00</i>	
	<i>Sr/Jr 9 Green Fee</i>	<i>14.00</i>		<i>15.00</i>	
	<i>Executive Green Fee</i>	<i>16.00</i>		<i>17.00</i>	
	<i>Patron Exec Green Fee</i>	<i>13.00</i>		<i>14.00</i>	
	<i>Sr/Jr Exec Green Fee</i>	<i>8.50</i>		<i>9.50</i>	
Golf Car Rentals	18 Hole Car Fee	17.00		17.00	
	9 Hole Car Fee	10.00		10.00	
	Executive Car Fee	6.00		6.00	
	Sr. 18 Hole Car Fee	11.00		12.00	
	Sr. 9 Hole Car Fee	7.00		8.00	
	Sr. Exec Car Fee	4.25		4.50	
Evening	Twilight Green Fee	18.00		20.00	
<i>5 pm to end</i>	<i>9 Hole Green Fee</i>	<i>15.00</i>		<i>16.00</i>	
	<i>Patron Twilight Green Fee</i>	<i>15.00</i>		<i>17.00</i>	
	<i>Patron 9 Green Fee</i>	<i>13.00</i>		<i>14.00</i>	
	<i>Sr/Jr Twilight Green Fee</i>	<i>12.00</i>		<i>13.00</i>	
	<i>Sr/Jr 9 Green Fee</i>	<i>10.00</i>		<i>11.00</i>	
	<i>Executive Green Fee</i>	<i>13.00</i>		<i>14.00</i>	
	<i>Patron Exec Green Fee</i>	<i>10.00</i>		<i>11.00</i>	
	<i>Sr/Jr Exec Green Fee</i>	<i>8.50</i>		<i>9.50</i>	
	<i>Twilight Car Fee</i>	<i>10.00</i>		<i>12.00</i>	
	<i>9 Hole Car Fee</i>	<i>8.00</i>		<i>10.00</i>	
	<i>Executive Car Fee</i>	<i>5.00</i>		<i>6.00</i>	
	<i>Sr. Twilight Car Fee</i>	<i>7.00</i>		<i>8.00</i>	
	<i>Sr. 9 Hole Car Fee</i>	<i>5.00</i>		<i>5.50</i>	
	<i>Sr. Exec Car Fee</i>	<i>4.25</i>		<i>4.50</i>	
Advertised	18 Hole Green Fee			22.00	
<i>Young Adult</i>	<i>9 Hole Green Fee</i>			<i>13.00</i>	
	<i>Executive Green Fee</i>			<i>10.00</i>	
	<i>18 Hole Car Fee</i>			<i>11.00</i>	
	<i>9 Hole Car Fee</i>			<i>7.00</i>	
	<i>Executive Car Fee</i>			<i>4.00</i>	

- All fees include tax

Green Fees	
18 Hole	\$22.00
9 Hole	\$13.00
Patron 18	n/a
Patron 9	n/a
Sr/Jr 18	n/a
Sr/Jr 9	n/a
Executive	\$10.00
Patron Exec	n/a
Sr/Jr Exec	n/a

Golf Car Fee (per Rider)	
18 Hole	\$11.00
9 Hole	\$7.00
Executive	\$4.00
Sr. 18 Hole	n/a
Sr. 9 Hole	n/a
Sr. Exec	n/a

VMCC/Grove

Item	Frequency	2011 Resident Proposed	2011 Non-Resident Proposed	2012 Proposed Res	2012 Proposed Non-Res
National Guard Room A, B, C	Per Hour	\$25	\$35	\$25	\$35
Community Room 1, 2, 3	Per Hour	\$30	\$40	\$30	\$40
Community Room Kitchen	Per day	\$25	\$25	\$25	\$25
PA System	Per day	\$10	\$10	\$10	\$10
Screen	Per day	\$10	\$10	\$10	\$10
TV/DVD/Projector	Per day	\$25	\$25	\$25	\$25
Easel	Per day	\$10	\$10	\$10	\$10
Room Rental Attendant	Per Hour	\$30	\$30	\$30	\$30
Gymnasium – Athletic	Per Hour	\$50	\$65	\$50	\$65
Gymnasium – Weekday (M-F)	Per Hour	\$70	\$80	\$70	\$80
Gymnasium - Weekend (Sat-Sun)	Per Block (6hrs or less)	\$425	\$600	\$425	\$600
Gymnasium - Weekend (Sat.-Sun)	Full Day	\$600	\$850	\$600	\$850
Gymnasium – Wedding Package	Per Day	\$750	\$1,000	\$750	\$1,000
National Guard Gym Kitchen	Per day	\$75	\$75	\$75	\$75
West Rink-Turf	Per Hour	\$75	\$75	\$75	\$75
Lock-In	Per Person			\$30	\$30
Membership – Single Enrollment Fee	One-Time	\$49	\$59	\$49	\$59
Membership – Dual Enrollment Fee	One-Time	\$49	\$59	\$49	\$59
Membership – Household Enrollment Fee	One-Time	\$49	\$59	\$49	\$59
Membership – Senior (60+)	Annual	\$408		\$420	
Membership – Single	Annual	\$541		\$553	
Membership – Dual	Annual	\$745		\$757	
Membership – Household (up to 6)	Annual	\$867		\$879	
Membership – PCA added to household	Annual	\$192		\$192	
Membership – Senior (60+)	Monthly	\$42		\$43	
Membership – Single	Monthly	\$55		\$56	
Membership – Dual	Monthly	\$75		\$76	
Membership – Household (up to 6)	Monthly	\$87		\$88	
Membership – PCA added to household	Monthly	\$16		\$16	
City Emp. Membership – Senior (60+)	Monthly	\$34		\$35	
City Emp. Membership – Single	Monthly	\$44		\$45	
City Emp. Membership – Dual	Monthly	\$64		\$65	
City Emp. Membership – Household	Monthly	\$74		\$75	
Corporate Membership – Senior	Monthly	\$38		\$39	
Corporate Membership – Single	Monthly	\$50		\$51	
Corporate Membership - Dual	Monthly	\$68		\$69	
Corporate Membership - Household	Monthly	\$79		\$80	
Military Active - Single	Monthly	\$44		\$45	
Military Active – Senior	Monthly	\$34		\$35	
Military Active – Dual	Monthly	\$64		\$65	
Military Active – Household	Monthly	\$74		\$75	
Military Vet – Senior	Monthly	\$38		\$39	
Military Vet – Single	Monthly	\$50		\$51	
Military Vet – Dual	Monthly	\$68		\$69	

Military Vet – Household	Monthly	\$79		\$80	
Daily Admission after 5:30pm (waterpark)	Daily	\$4		\$4	
Daily Admission after 8 pm (fitness center)	Daily	\$4		\$4	
Daily Admission – Youth/Senior	Daily	\$7.50		\$7.50	
Daily Admission – Adult	Daily	\$7.50		\$7.50	
Daily Admission – Household	Daily	\$19.50		\$19.50	
10-time Pass – Youth/Senior	10 Visits	\$61	\$61	\$61	\$61
10-time Pass – Adult	10 Visits	\$66	\$66	\$66	\$66
10-time Pass – Household	10 Visits	\$165	\$165	\$165	\$165

Item	Frequency	2011 Resident Proposed	2011 Non-Resident Proposed	2012 Proposed Res	2012 Proposed Non-Res
ATM Transaction Fee	Per Transaction	\$2.00		\$2.00	
Open Gym	Daily	\$3.00	\$3.00	\$3.00	\$3.00
Open Gym – Members	Daily	Free	Free	Free	Free
Open Skate	Daily	\$4.00		\$4.00	
Open Skate with skate rental	Daily	\$5.00		\$5.00	
Open Skate – Members	Daily	Free		Free	
Open Skate – Members (w/skate rental)	Daily	\$2.00		\$2.00	
10-time Pass (Open Skate)	10 Visits			\$36.00	
10-time Pass (Open Hockey)	10 Visits			\$45.00	
Skate Rental	Daily	\$2.00		\$2.00	
Skate Sharpening	Daily	\$4.00		\$4.00	
Open Hockey	Daily	\$5.00		\$5.00	
Towel Rental	Daily	\$1.00		\$1.00	
Lock Rental	Daily	\$1.00		\$1.00	
Locker Rental (small)	Annual	\$100		\$100	
Locker Rental (large)	Annual	\$200		\$200	
Locker Rental (small)	Monthly	\$11		\$11	
Locker Rental (large)	Monthly	\$22		\$22	
Leisure Pool	Per Hour	\$450	\$450	\$450	\$450
Lap Pool	Per Hour	\$90	\$90	\$90	\$90
Diving Well	Per Hour	\$65	\$65	\$65	\$65
Swim Event (Lap and Diving)	Per Hour	\$125	\$125	\$125	\$125
Lifeguard	Per use	\$1	\$1	\$1	\$1

- All month-to-month members can receive a 15% discount off 12 months paid in full (fee listed reflects discount)
- All fees include tax
- Pool rentals includes lifeguard fee(s)
- Swim Event rental does not include lifeguard fee(s)
- Employee membership rates are also available to City Council members and active Commission members.
- Seasonal staff working at the VMCC is afforded free use of the facility if they have worked the previous pay period; this does not include their spouse or family members.

ICE TIME	Monday – Friday		Saturday & Sunday	
	Prime	Non Prime	Prime	Non Prime
	3:00pm – 9:59pm	Before 3:00pm and after 10pm	7:00am – 8:59pm	Before 7:00am and after 9:00pm
October 1, 2011 – March 12, 2012	\$195	\$130	\$195	\$130
	Monday – Friday		Saturday & Sunday	
	Prime	Non Prime	Prime	Non Prime
	5:00pm – 8:59pm	Before 5:00pm and after 9:00pm	9:00am – 7:59pm	Before 9:00am and after 8:00pm
March 13, 2012 – September 30, 2012	\$130	\$110	\$130	\$110

- * - Certain restrictions apply to availability, reservations, and terms of usage.
- Fees do not include tax
- Manager has discretion to negotiate early and late ice time rates

Consider Approval of Settlement Agreement with Sports Resource Group for the Skyview Hockey Rink

Meeting Date: November 28, 2011
 Item Type: Consent Agenda
 Contact: Eric Carlson – 651.450.2587
 Prepared by: Eric Carlson
 Reviewed by: Eric Carlson – Parks & Recreation

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

PURPOSE/ACTION REQUESTED

Approve the attached settlement agreement with Sports Resource Group for the Skyview Rink Hockey Rink Boards per the attached agreement drafted by the City Attorney's office.

SUMMARY

In August 2008 the Council approved the purchase of replacement hockey rink boards from Sport Resource Group (SRG) in the amount of \$28,410 for Skyview Park. The rink was made of a plastic resin and their marketing and promotional material indicated that the product was appropriate for outdoor hockey rinks in Minnesota. We are one of at least 5-6 cities that have purchased the product in the metro area.

This past winter cracks and small holes began to develop in the boards. In checking with the other cities that purchased the product, they have experienced similar issues.

We have discussed the issue with SRG and have asked for a prorated refund (\$25,000) without any success. SRG has offered a refund of \$15,000. In discussion with the City Attorney's office, while we have a case to be compensated more it would most likely be completely erased with attorney fees ranging from \$15,000 - \$20,000.

SRG and the City have agreed to the following terms:

- City will have use of the rink for the 2011-12 winter skating season
- City will return the rink to SRG by April 30, 2012 (as is)
- City will return to SRG (14) fourteen additional boards currently in storage (given to the City by SRG free)
- SRG will pay the City \$15,000 for the returned boards
- SRG and City will sign an agreement drafted by the City Attorney's office that outlines the details of the agreement (attached)

SETTLEMENT AGREEMENT
AND RELEASE OF CLAIMS

This Agreement is entered into by and between the city of Inver Grove Heights ("City") and Sport Resource Group, Inc. ("SRG") on this 21 of November, 2011. The City and SRG shall be collectively referred to herein as "the Parties."

RECITALS

WHEREAS, in August 2008, the City purchased from SRG a ProWall Rink System for use as an outdoor ice skating/hockey rink.

WHEREAS, attached hereto as Exhibit A is a copy of the Invoice, dated August 27, 2008, detailing the components and parts comprising the ProWall Rink System that the City purchased from SRG (all parts and components are collectively referred to herein as the "System").

WHEREAS, the System does not include the chain link fence or steel posts installed by the City

WHEREAS, the City paid SRG \$28,410.00 for the System.

WHEREAS, SRG provided a three year limited warranty for the System in which SRG guaranteed it would provide half-price replacements parts for any defective portions of the System within the last two years of the warranty period.

WHEREAS, within three years after installation of the System, the City discovered and notified SRG of defects in the System, including numerous cracked boards.

WHEREAS, based upon the defects, the City demanded that SRG accept a return the System for a full refund of the purchase price to the City.

WHEREAS, SRG denies that that the System or any of its parts or components are defective, but agreed to honor its limited warranty to provide half-price replacement parts to the City.

WHEREAS, after much negotiation, the City and SRG reached an agreement whereby the City agrees to return the System to SRG by April 30, 2012, in exchange for a cash refund in the amount of \$15,000.

WHEREAS, the parties enter into this Agreement with the intent of avoiding the cost and burden of litigation with respect to the specific matters contained herein.

WHEREAS, the terms and conditions of the agreement between the Parties are set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Incorporation of Recitals.** The Recitals set forth above are incorporated herein by this reference as if fully set forth herein, and shall constitute an expression of the intent of the Parties and aid in the construction of this Agreement.

2. **Settlement Amount.** In settlement of the claims asserted by the City, SRG agrees to pay the City the sum of **FIFTEEN THOUSAND AND 00/DOLLARS (\$15,000.00)** ("Settlement Amount") in the form a certified check or bank check with verified funds. The Settlement Amount shall be paid to the City contemporaneously with the return of the System to SRG by the City. The Parties shall coordinate the return of the System and payment of the Settlement Amount to occur contemporaneously at a mutually agreeable time and date, but in no event shall such exchange occur later than April 30, 2012.

3. **Return of ProRink Wall System.** Contemporaneous with the receipt of the Settlement Amount as set forth in Paragraph 2 above, the City agrees to return to SRG the System on or before April 30, 2012. The Parties agree that the City shall use the System during the 2011/2012 winter season, including the 14 wall boards that are currently in storage, but that on a mutually agreeable time and date on or before April 30, 2012, the City shall transfer the System to Skyview Park in Inver Grove Heights for pick up by SRG. The System does not include the chain link fence or posts installed by the City at Skyview Park. The Parties agree that SRG shall provide all pallets necessary to transport the System, as well as provide the vehicle and driver for transportation of the System from Skyview Park to SRG's office/warehouse or other destination selected by SRG. The City agrees to provide the labor to load the System onto the pallets and into SRG's delivery vehicle. The Parties agree that the System shall be returned to SRG in "AS IS, WHERE IS" condition, and that the City makes no other representations about the System's condition. SRG shall accept return of the System in the condition returned to SRG without dispute. The City shall relinquish possession of the System to SRG contemporaneously with the payment of the Settlement Amount set forth in Paragraph 2 above. The City shall not relinquish possession of the System, or any portion thereof, unless and until the Settlement Amount has been paid, in full, to the City. The Parties shall coordinate the return of the System and payment of the Settlement Amount to occur contemporaneously at a mutually agreeable time and date, but in no event shall such exchange occur later than April 30, 2012.

4. **Mutual Release of Claims.** Upon the return of the System to SRG and the payment of the Settlement Amount to the City, as set forth in Paragraphs 2 and 3 of this Agreement, the City shall release and discharge SRG and its shareholders, owners, representatives, directors, employees, successors, and assigns (all collectively referred to herein as "SRG") from and against all claims, controversies, actions, causes of action, liens, liabilities, losses, demands, damages, costs, attorneys' fees, and expenses, of any nature, in law or equity, known or unknown, asserted or unasserted, that the City now may have, ever have had, or in the future may have against SRG arising out of or in any way related to the System the City purchased from SRG in 2008. This Release shall not become effective unless and until the City

has received the full Settlement Amount from SRG pursuant to Paragraphs 2 and 3 of this Agreement.

Upon the return of the System to SRG and the payment of the Settlement Amount to the City, as set forth in Paragraphs 2 and 3 of this Agreement, SRG and its shareholders, owners, representatives, directors, employees, successors, and assigns (all collectively referred to herein as "SRG") shall release and discharge the City and its agents, servants, representatives, officials, officers, council members, attorneys, employees, and successors (all collectively referred to herein as the "City") from and against all claims, controversies, actions, causes of action, liens, liabilities, losses, demands, damages, costs, attorneys' fees, and expenses, of any nature, in law or equity, known or unknown, asserted or unasserted, that SRG now may have, ever have had, or in the future may have against the City arising out of or in any way related to the System or the City's purchase of the System from SRG. This Release shall not become effective until SRG receives possession of the System pursuant to Paragraphs 2 and 3 of this Agreement.

5. **Exclusions from Release.** The Parties understand that neither of them is waiving any rights or claims arising under this Settlement Agreement; and that the Parties are not waiving their rights to enforce the terms of this Settlement Agreement.

6. **Transfer of Title and Indemnity.** Once SRG takes possession of the System and pays the full Settlement Amount to the City pursuant to Paragraphs 2 and 3 of this Agreement, all right and title to the System transfers to SRG. SRG shall indemnify, hold harmless and defend the City from and against any and all claims, actions, causes of action, damages, or liabilities arising out of or in any way related to the System once SRG takes possession of the System.

7. **Failure to Perform.** Failure to perform the terms and conditions of this Agreement on or before April 30, 2012, shall result in a breach of this Agreement. The Parties agree that the non-breaching party may obtain an order from the court demanding enforcement of the Agreement and specific performance of the terms and conditions contained herein. The non-breaching party shall be entitled to recovery of its attorneys' fees and costs in the enforcement of this Agreement.

8. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the System, and no modifications of this Agreement shall be binding unless set forth in writing and signed by all of the Parties hereto. No promise or inducement has been offered or made except as contained in this Agreement and that no statement or representation has been made by anyone except as contained in this Agreement.

9. **Duration and Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their successors, assigns, agents, representatives, servants, employees, officers, directors, affiliates, shareholders, divisions, departments, boards, agencies, subsidiaries, parent companies, sister companies, attorneys, predecessors, partners, and all affiliated companies, entities, councils, and corporations, and all parties who may claim under a Party to this Agreement.

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

11. **Acknowledgment, Knowing and Voluntary.** The Parties hereby affirm and acknowledge that they have read this Agreement, know its contents, have had an adequate opportunity to consider its terms, and have been advised to consult with an attorney prior to signing this Agreement.

12. **No Presumption Against Drafting Party.** The Parties to this Agreement acknowledge that: (a) this Agreement and its reduction to final written form are the result of extensive good-faith negotiations between the Parties through themselves and/or their respective legal counsel; (b) said Parties and/or their legal counsel have carefully reviewed and examined this Agreement prior to execution; and (c) any statute, common law, or rule of construction which provides that ambiguities are to be resolved against the drafting party(ies) shall not be employed in the interpretation of this Agreement.

13. **Obligations.** The Parties represent to each other that each will perform all duties and obligations of this Agreement, and shall comply with every term and provision of this Agreement.

14. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which, when so executed, shall be deemed to be an original and the counterparts shall together constitute one and the same agreement.

15. **Waiver.** No waiver of any provision of this Agreement shall be binding unless it is in writing and executed by the Parties hereto. No waiver of any of the provisions of this Agreement shall be deemed to be or shall constitute a waiver of any other provision of this Agreement. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.

16. **Authority.** The undersigned represent and acknowledge that they have the requisite authority to bind the Parties to this Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the date set forth above.

CITY OF INVER GROVE HEIGHTS

Dated: _____, 2011

By: _____
George Tourville
Its: Mayor

Attested:

By: _____
Melissa Rheaume, Deputy Clerk

[Remainder of Page Intentionally Left Blank]

Dated: Nov. 21, 2011

SPORT RESOURCE GROUP, INC.

By:



Chris Guertin

Its:

President and CEO

[Remainder of Page Intentionally Left Blank]

EXHIBIT A

Sport Resource Group, Inc.
 2751 Hennepin Ave S, Suite 279
 Minneapolis, MN 55408

INVOICE

Invoice Number: 6043
 Invoice Date: Aug 27, 2008
 Page: 1
 Duplicate

Voice: 612-584-3030
 Fax: 612-395-5533

Bill to:
City of Inver Grove Heights Inver Grove Heights, MN

Ship to:
City of Inver Grove Heights 8168 Barbara Ave Att: Mark Borgwardt Inver Grove Heights, MN 55077

Customer ID	Customer PO	Payment Terms	
IGH		Prepaid	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	Courier	10/7/08	8/27/08

Quantity	Item	Description	Unit Price	Amount
46.00	XL8FP	Crosslink 8 Ft Straight Panel	475.00	21,850.00
16.00	XL8FC	XL ProWall 8 Ft Curve Panel	475.00	7,600.00
3.00	XL4FP	XL ProWall 4 Ft Straight Panel	265.00	795.00
2.00	PW8FG	ProWall 8 ft x 42 in High Gate Panel - Natural	650.00	1,300.00
66.00	Spole	Steel Post - Galvanized 2-3/8" OD x 84" long	35.00	2,310.00
1.00	Freight	Freight	150.00	150.00
1.00	Discount	Discount	5,595.00	-5,595.00
1.00	Note	SALES TAX ADDITIONAL		

444-

Project	Account Code(s)	Authorized
		Date
Subtotal		28,410.00
Sales Tax		Sent Down
Total Invoice Amount		28,410.00
Payment/Credit Applied		
TOTAL		28,410.00

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

CONSIDER RESOLUTION THAT PROVIDES FOR THE SALE OF UNCLAIMED PROPERTY TO A LOCAL NON-PROFIT ORGANIZATION

Meeting Date: November 28, 2011
 Item Type: Consent Agenda
 Contact: Tracy Petersen-651.450.2588
 Prepared by: Tracy Petersen
 Reviewed by: Eric Carlson-Parks & Recreation

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

PURPOSE/ACTION REQUESTED

Consider adopting the attached resolution that provides for the sale of unclaimed property to a local non-profit community organization; 15 bicycles to the Inver Grove Heights Lions Club.

SUMMARY

The Inver Grove Heights Lions Club, a local non-profit organization has proposed to acquire fifteen (15) unclaimed bicycles from the City and have them refurbished by Bike King, 6489 Cahill Avenue, in order that they may be given to local youth during the upcoming holiday season at the Holiday on Main Street event.

Section 320 of the City Code provides for the disposition of unclaimed property to local non-profit community organizations. The City Code also provides for the review of such requests on a case-by-case basis, and for the City Council to determine an appropriate fee for the property acquisition. For the past ten years, the City Council has set the fee at \$5.00.

Staff recommends the City Council approve the attached resolution providing for the sale of 15 unclaimed bicycles to the Inver Grove Heights Lions Club for the sum of \$5.00 in order that the bicycles may be refurbished and distributed to local youth during the upcoming holiday season at the Holiday on Main Street event.

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

RESOLUTION NO.

**RESOLUTION AUTHORIZING THE SALE OF UNCLAIMED
PROPERTY TO LOCAL NON-PROFIT COMMUNITY
ORGANIZATION – FIXABLE/UNCLAIMED BICYCLES
TO INVER GROVE HEIGHTS LIONS CLUB**

WHEREAS, the City Council has amended Section 320 of the City Code providing for the disposition of unclaimed property at private sale to local non-profit community organizations, and

WHEREAS, the Inver Grove Heights Lions Club has expressed interest in acquiring up to 15 fixable/unclaimed bicycles in possession of the City, and

WHEREAS, the Lions Club proposes to have the bicycles refurbished and repaired at the local Bike King store, in order that they may be distributed to youth in the community during the holiday season at the Holiday on Main Street event

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Inver Grove Heights, Minnesota, approves the private sale of 15 fixable/unclaimed bicycles to the Inver Grove Heights Lions Club, a local non-profit community organization, for the sum of Five Dollars (\$5.00), pursuant to Section 320 of the City Code, as amended.

Adopted by the City Council of Inver Grove Heights this 28th day of November, 2011.

Ayes:
Nays:
Abstain:

George Tourville, Mayor

ATTEST:

Melissa Rheaume, City Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: November 28, 2011
Item Type: Consent Agenda
Contact:
Prepared by: Joe Lynch, City Administrator
Reviewed by:

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

PURPOSE/ACTION REQUESTED

Approve appointment of Acting City Treasurer

SUMMARY

The City is required to have an appointed City Treasurer by State Law. When the Finance Director and Assistant Finance Director retired we were left with the two positions that, in the past, had served as either the Treasurer or Acting Treasurer. The City Clerk cannot be appointed City Treasurer in order to keep the duties separate and have a clean line of segregation of duties. Since we have current full time staff doing a number of the activities that were previously performed by either the Finance Director or Assistant Finance Director, it does not make any sense to appoint any of them to this position.

I recommend that the City appoint the Interim Finance Director position as the Acting City Treasurer and to service in that capacity until the City make an appointment for the Finance Director position.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

APPROVE 2012 MEETING SCHEDULE OF THE HOUSING COMMITTEE

Meeting Date: November 28, 2011
 Item Type: Consent
 Contact: JTeppen, Asst City Admin
 Prepared by:
 Reviewed by:

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

PURPOSE/ACTION REQUESTED Accept the meeting schedule of the Housing Committee for 2012.

SUMMARY Section 2-1-6 of the City Code specifies that each Commission and task force shall file a schedule of regular meetings with the City Clerk.

At your last meeting you approved the meeting schedules of the other Boards and Commissions, while the Housing Committee was inadvertently left off.

Staff recommends the Council review and accept the at schedule of meetings for 2012 for the Housing Committee. These meeting dates and times will be kept on file with the City Clerk.

- January 10
- March 13
- May 8
- September 11
- November 13

All meetings start at 7:00

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Approval of Individual Massage Therapist License – Lindsey Berger

Meeting Date: November 28, 2011
 Item Type: Consent
 Contact: Melissa Rheaume
 Prepared by: Melissa Rheaume
 Reviewed by: N/A

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

PURPOSE/ACTION REQUESTED: Consider approval of an application by Lindsey Berger for an individual massage therapist license.

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

Staff recommends approval of the application by Lindsey Berger for an individual massage therapist license to contract for service at the 65th Street Salon & Spa, 3105 E. 65th St.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: November 28, 2011
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 awarding the purchase of 1 Air shelter unit to Equipment Management Company (EMC).

SUMMARY

If you recall, the Assistance to Firefighters Grant that was awarded through the federal grant program and accepted by Council earlier this year allowed for the purchase of a rehabilitation shelter. This shelter can be inflated with one self contained breathing apparatus air bottle in less than a minute. It will be used to keep Firefighters warm in very cold temperatures as well as keep them cool when it is hot and sunny outside. Proper rehabilitation of Firefighters working at a scene is an important safety and health concern.

Bids were received from 3 companies on a demo unit that met our specifications. EMC was not only the least expensive for the shelter and components, they also will not charge for freight.

The recommendation is to go with EMC for the air shelter demo unit, addition of two windows for ventilation, identification banners, and a blower assembly for future temperature control for a total of \$12,972.50.

The funds to pay for this equipment will be reimbursed through the grant process at 100%.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

30-DAY SUSPENSION OF FIREFIGHTER

Meeting Date: November 28, 2011
 Item Type: Personnel
 Contact: Judy Thill, Fire Chief
 Prepared by: Judy Thill
 Reviewed by: n/a

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 Confirm suspension of Firefighter Jason Lundell for failing to meet minimum call percentages for two quarters in a 24 month period.

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

Jason Lundell will be suspended for 30 days from December 2, 2011 through December 31, 2011 for failing to meet minimum call percentage for a second quarter in a 24 month period.

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

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

PERSONNEL ACTIONS

Meeting Date: November 28, 2011
Item Type: Consent
Contact: Jenelle Teppen, Asst. City Admin
Prepared by: Amy Brinkman, H.R. Coordinator
Reviewed by: n/a

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

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

Please confirm the seasonal/temporary employment of: Alicia Trviski.

Please confirm the seasonal/temporary termination of employment of: John Fisher, Dave Kelley, and Dennis Hogan.

Please confirm the employment of: Jared McCauley as Police Officer.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

ADAM CANEFF – Case No. 11-33V

Meeting Date: November 28, 2011
 Item Type: Regular
 Contact: Heather Botten 651.450.2569
 Prepared by: Heather Botten, Associate Planner
 Reviewed by: Planning
 Engineering

Fiscal/FTE Impact:

- None
- Amount included in current budget
- Budget amendment requested
- FTE included in current complement
- Other

PURPOSE/ACTION REQUESTED

Consider a Resolution relating to a **Variance** to allow an accessory building eight (8) feet from the front property line whereas 30 feet is required for property located at 3988 78th Street.

- Requires a 3/5ths vote.
- 60-day deadline: December 11, 2011 (first 60-days)

SUMMARY

The applicant would like to construct an accessory building eight feet from the front property line whereas 30 feet is required. The applicant's property is a corner lot which by definition has two front yards. The proposed accessory building is 960 square feet in size and would be used for the applicant's personal use.

The City Council may grant variances when they are in harmony with the general purposes and intent of the zoning ordinance and consistent with the comprehensive plan and establishes that there are practical difficulties in complying with the zoning ordinance.

In respect to the size of the proposed structure and number of accessory buildings on the property the request would be in harmony with the intent of the city code. Corner lots have more restrictive setbacks than an interior lot because, by definition, they have two front yards. The size of the applicant's lot exceeds the minimum standards for a corner lot which are larger than interior lots to provide more lot area to address the two front yards issue. In this case, the location of the accessory building would only be eight feet from the property line whereas 30 feet is required and there is room on the property to construct the building that would meet setbacks. The setback standards are not precluding the homeowner from reasonable use of the property. Allowing a 22 foot variance could set a precedent for other corner lots in the City.

Planning Staff: While some of the variance criteria has been met, staff believes the 22' variance request is a significant request and the applicant has not identified practical difficulties to comply with the ordinance as the accessory building could be constructed on the property meeting setback requirements. Based on the information provided staff recommends denial of setback variance with the findings listed in the attached resolution.

Planning Commission: At the November 15, 2011 public hearing, the Planning Commission also recommended denial of the request (8-0).

Attachments: Variance Resolution
 Planning Commission Recommendation
 Planning Staff Report

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

RESOLUTION NO. _____

**RESOLUTION DENYING A VARIANCE TO ALLOW AN ACCESSORY BUILDING
EIGHT FEET FROM THE FRONT PROPERTY LINE**

**CASE NO. 11-33V
(Caneff)**

Property located at 3988 – 78th Street and legally described as follows:

Lot 1, Block 1, Inver Grove No. 1, Dakota County, Minnesota

WHEREAS, an application has been received for a Variance to allow an accessory building to be located eight feet from the front property line whereas 30 feet is the required setback;

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

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

WHEREAS, the City of Inver Grove Heights Planning Commission reviewed the request on November 15, 2011 in accordance with City Code Section City Code 10-3-3: C;

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

- a. The facts presented did not satisfy the criteria needed to show a practical difficulty on the lot to support granting a variance. The lot exceeds lot size requirements for a corner lot and there is space on the property to construct the accessory building meeting setback requirements.
- b. The conditions of the property were not so limiting or unique that the property could not be used in a reasonable manner without the variance.
- c. Approval of the variance could set a precedent for setbacks on corner lots.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that the variance to allow an eight foot setback from the front property line for an accessory building is hereby denied.

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

Adopted by the City Council of Inver Grove Heights this 28th day of November, 2011.

George Tourville, Mayor

Ayes:

Nays:

ATTEST:

Melissa Rheume, Deputy Clerk

**RECOMMENDATION TO
CITY OF INVER GROVE HEIGHTS**

TO: Mayor and City Council of Inver Grove Heights
FROM: Planning Commission
DATE: November 15, 2011
SUBJECT: **ADAM CANEFF – CASE NO. 11-33V**

Reading of Notice

Commissioner Simon read the public hearing notice to consider the request for a variance to construct an accessory building eight feet from the front property line whereas 30 feet is required, for the property located at 3988 – 78th Street. 5 notices were mailed.

Presentation of Request

Heather Botten, Associate Planner, explained the request as detailed in the report. She advised that the applicant would like to construct an accessory building eight feet from the front property line whereas 30 feet is required. The applicant's property is a corner lot which by definition has two front yards. The proposed accessory building is 960 square feet in size and would be used for the applicant's personal use. Ms. Botten advised that the applicant has not identified 'practical difficulties' as the accessory building could be constructed on the property meeting setback requirements. Staff is also concerned that allowing a reduced setback on a corner lot could set a precedent for other corner lots in the city. For the reasons listed in Alternative B, staff is recommending denial of the request. Ms. Botten advised that staff received an email from one neighbor who was in support of the request.

Commissioner Simon asked if staff visited the property or just relied on the site plan to determine the impervious surface calculations.

Ms. Botten replied that she did go to the site, as well as using aerial photography and the information submitted by the applicant.

Commissioner Simon asked if the large brick patio was taken into consideration with the total impervious surface calculations as that was added since the last variance request.

Ms. Botten replied in the affirmative.

Commissioner Elsmore asked for clarification of the impervious surface total.

Ms. Botten advised that the applicant is proposing to place most of the proposed garage over existing impervious surface, thus minimally increasing the impervious coverage. If the structure were to be moved to meet setbacks it would add additional impervious surface, thus exceeding the 30% allowed, but would still fall within the additional 10% allowed by CUP.

Commissioner Lissarrague asked what would be done with the existing garage.

Ms. Botten replied there were two existing detached accessory structures on the property which would both be removed if the proposed structure was constructed.

Commissioner Simon asked if the berm and plantings would have to be removed from the right-of-way prior to receiving a building permit.

Ms. Botten advised that staff is looking at this as two separate issues, thus the structure would not be tied to the right-of-way issue. She stated the applicant has been working with the City's Engineering Department and her understanding is that the applicant has an agreement with the City to have the encroachments removed by summer 2012.

Opening of Public Hearing

Adam Caneff, 3988 – 78th Street, stated he was available to answer any questions.

Chair Bartholomew asked if the applicant understood the conditions listed in the report, to which Mr. Caneff replied in the affirmative.

Chair Bartholomew asked if the applicant understood that staff was recommending denial of the request.

Mr. Caneff stated he understood the concerns of staff but felt that his particular situation was unique in that the existing house and garage were already at the eight foot setback. He stated he would like the proposed accessory structure to keep in line with his existing house, he felt it did not make sense to have a 30 foot setback as his existing house had an eight foot setback, moving the proposed garage to the far corner of his property would be costly as it would require retaining walls due to the existing slopes, it would also require tree removal and likely a new driveway. If he moved the structure anywhere else it would require the removal of a large tree in the center of his back yard which provides shade for his lot. He stated it did not make sense to place the building in the middle of his yard just to meet setbacks and he did not see an issue with allowing other residents to do the same if they had a similar unique situation. He stated he understood, however, why a variance would not be allowed in a situation where the existing home was not already at the requested setback. Mr. Caneff presented statements from four neighbors stating they had no objections to the request. He stated the proposed structure would have the same siding as his home and would clean up his lot. He added that 78th Street was recently reconstructed and only 5-10 feet of his lot was disturbed, therefore he did not feel there would be an issue with the proposed location of the garage should future work be done along Dawn Avenue.

Chair Bartholomew asked if the home and existing garage were built prior to the two-sided frontage code.

Ms. Botten replied in the affirmative, stating in the 1980's the lot's frontage along Dawn Avenue was considered a side lot rather than a front.

Chair Bartholomew stated the request did not satisfy the variance review criteria.

Commissioner Hark asked if the applicant had considered moving the garage to the west as it appeared there were several reasonable alternative locations available.

Mr. Caneff replied that he had, but to get the most use out of the yard he would have to put the

garage in the far back corner. This would be too costly as it would require retaining walls and tree removal. He advised he would like a driveway in which he could back a boat into so it would have to be fairly straight.

Commissioner Lissarrague asked if the proposed garage was angled for the purpose of getting a boat in and out, to which Mr. Caneff replied in the affirmative.

Commissioner Lissarrague suggested the applicant move the front of the garage 15 feet from the property line versus the proposed eight.

Mr. Caneff replied that it would take up too much of the yard and result in wasted space.

Commissioner Wippermann stated one of the conditions of approval was that the structure could not be used for commercial uses, storage related to a commercial use, or home occupation. He noted that a bulldozer and industrial type trailer was on the property and that seemed contrary to the stipulations of the condition.

Mr. Caneff stated he had a snowplow for his truck, a car trailer, and the equipment was there for different landscaping he was doing in the yard and personal use. He stated the trailer was at his house intermittently and the various items would be stored in the garage should the variance be approved.

Commissioner Elsmore asked for clarification if all the equipment was for personal use and not used in or for a business.

Mr. Caneff replied they were all his personally.

Commissioner Wippermann asked if the applicant wanted the letters from his neighbors to be added to the City's file for this request, to which Mr. Caneff replied in the affirmative.

Commissioner Gooch asked if the applicant could add onto his existing garage at the eight foot setback without a variance.

Ms. Botten replied he could not, stating if he were to expand he would have to meet the setback requirements for today's code.

Commissioner Gooch suggested constructing the garage on the other side of the patio and meeting the 30 foot setback, stating the applicant could then back straight into the garage.

Mr. Caneff replied it would form a courtyard-type patio and would likely create drainage issues because of the flat lot.

Commissioner Gooch stated since the applicant was in the landscaping business he could likely figure out a way to run the water away from the garage.

Mr. Caneff stated his children would then have to play behind the garage and when looking out the windows of his house he would see the garage rather than trees.

Commissioner Gooch stated it might be the only way the applicant could construct a garage of this size on his lot and still meet code requirements.

Planning Commission Discussion

Commissioner Hark stated he felt the requested location for the garage was a convenience rather than a practical difficulty and that eight feet was too close, especially since there were alternative locations available.

Chair Bartholomew stated he did not support the request as it did not comply with the variance criteria. He stated he would almost consider it as a sideyard if it were not for the fact that it would entail making the same condition for every corner lot in the City.

Planning Commission Recommendation

Motion by Commissioner Simon, second by Commissioner Scales, to deny the request for a variance to allow an accessory building eight feet from the front property line whereas 30 feet is required, for the property located at 3988 – 78th Street, based on the fact that denial of the variance would not preclude the applicant from having reasonable use of the property, approval of the variance could set a precedent for setbacks on corner lots, and the lack of practical difficulties.

Motion carried (8/0). This item goes to the City Council on November 28, 2011.

I DOUG WARD live at 7831 Danner Court
Name address

and my residence is within 350 feet of 3988 78th Street. At this address there is a variance being reviewed for a garage to be put on the lot.

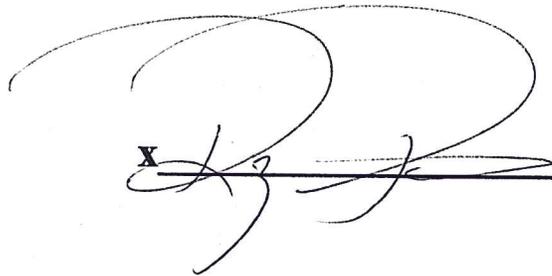
I do not have any objections to this construction that will take place.

x Douglas F. Ward

I Roger Putnam live at 3942 78th St E.
Name address

and my residence is within 350 feet of 3988 78th Street. At this address there is a variance being reviewed for a garage to be put on the lot.

I do not have any objections to this construction that will take place.

A handwritten signature in black ink, appearing to be 'R. Putnam', is written over a horizontal line. A small 'x' is marked at the beginning of the signature.

I Beth Kniesl live at 3993 78th St
Name address

and my residence is within 350 feet of 3988 78th Street. At this address there is a variance being reviewed for a garage to be put on the lot.

I do not have any objections to this construction
that will take place.

x Beth Kul

I Ebony Smith live at 7829 Corey Pt
Name address

and my residence is within 350 feet of 3988 78th Street. At this address there is a variance being reviewed for a garage to be put on the lot.

I do not have any objections to this construction
that will take place.

x Ebony Smith

East - Single Family; zoned R-2, two-family residential; guided LDR, Low Density Residential

SITE PLAN REVIEW

Impervious Surface. The applicant's lot is 16,624 square feet in size. The property is allowed 30% impervious surface (4,987 square feet) and an additional 10% by CUP (1,662 sq ft). Based on information submitted by the applicant and measurements taken from aerial photography, the property currently has about 4,465 square feet of impervious surface. With the building proposed at eight feet from the east property line, most of the structure would be located over existing impervious surface, thus, not increasing impervious coverage. If the structure were to be located at least 30 feet from the east property line, this would add additional impervious surface to the property, exceeding the 30% allowed but would still fall within the additional 10% allowed by CUP (requiring the applicant to go through the public process for the CUP request).

Engineering. Engineering has reviewed the request and has commented there is an existing drainage swale and storm outlet located along the south lot line. If the variance is approved a condition of approval should be for the applicant to grant the City a five foot drainage and utility easement along the south lot line. The easement is being requested in this situation because it is in the City's best interest to maintain stormwater maintenance facilities due to the large amount of impervious surface and the close proximity of the accessory structure to the south lot line.

On a separate issue, not related to the variance, the property owner has recently done work in the City right-of-way of Dawn Way. These improvements include plantings, an earthen berm, and what appears to be a potential boulder retaining wall. These types of encroachments are prohibited on City right-of-way and must be removed.

EVALUATION OF REQUEST:

City Code Title 10, Chapter 3. **Variances**, states that the City Council may grant variances when they are in harmony with the general purposes and intent of the zoning ordinance and consistent with the comprehensive plan and establishes that there are practical difficulties in complying with the official control. In order to grant the requested variances, City Code identifies criteria which are to be considered practical difficulties. The applicant's request is reviewed below against those criteria.

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

The general intent of this standard is to limit the precedent that could be set if the variance was granted. The property does not have any special conditions that apply to the land in question. The proposed structure could meet the required setbacks on the property. Allowing a reduced setback on a corner lot could set a precedent for other corner lots in the City. In respect to the land use, size of the proposed structure and number of accessory buildings on the property the request is in harmony with the intent of the city code and comprehensive plan. The property is allowed one

detached accessory building; the current accessory buildings would be removed prior to a building permit being issued for the new structure.

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

The property is a corner lot. Corner lots have more restrictive setbacks than an interior lot because, by definition, they have two front yards. The size of the applicant's lot exceeds the minimum standards for a corner lot which are larger than interior lots to provide more lot area to address the two front yards issue. In this case, the location of the accessory building would only be eight feet from the property line whereas 30 feet is required and there is room on the property to construct the building that would meet setbacks. The setback standards are not precluding the homeowner from reasonable use of the property

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

The property is 16,624 square feet in size. The land near the home is relatively flat and an accessory building could be constructed on the property meeting setback requirements. This variance may be considered a convenience to the applicant, not a practical difficulty.

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

Although other structures in the area may not exactly meet the 30 foot setback requirement the applicant, by far, has the closest setback with the existing garage. Approving the accessory building setback would add to this reduced setback and may appear out of character compared to the rest of the neighborhood.

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

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

ALTERNATIVES

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

A. **Approval** If the Planning Commission finds the setback variance to be acceptable, 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 on file with the Planning Department.
2. The accessory structure shall not be used for commercial uses, storage related to a commercial use, or home occupations.
3. A grading/erosion control plan shall be required at the time of the building permit application.

4. Prior to the issuance of the building permit, the applicant shall grant the City a five foot drainage and utility easement along the south lot line.
5. The existing accessory buildings must be removed prior to building permit issuance for the new structure.

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 request does not preclude the applicant from reasonable use of the property.
2. Approval of the variance could set a precedent for setbacks on corner lots.
3. Staff does not believe there are practical difficulties in complying with the official control as there is room on the property to construct the accessory building meeting setback requirements.

RECOMMENDATION

Variations may be granted when the applicant for the variance establishes that there are practical difficulties in complying with the zoning ordinance. "Practical difficulties," as used in connection with the granting of a variance, means that the property owner proposes to use the property in a reasonable manner not permitted by the zoning ordinance; the plight of the landowner is due to circumstances unique to the property not created by the landowner; and the variance, if granted, will not alter the essential character of the locality.

Staff believes the 22' variance request is a significant request and the applicant did not identify practical difficulties to comply with the ordinance as the accessory building could be constructed on the property meeting setback requirements. For the reasons listed in alternative B staff is recommending denial of the proposed request.

Attachments: Exhibit A – Location/Zoning Map
Exhibit B – Applicant Narrative
Exhibit C – Site & Building Plans



Caneff Variance



Exhibit A
Zoning and Location Map

The reason for the variance request is to put up a garage on my property. The problem is where I want to put it, it would end up only being 8ft from the 16 foot set back. And its suppose to be 30feet. The reason I want my garage in this spot is to keep it in line with my house. Yes, my house is only 8 feet from the set back as well. So the property must have had a variance already.

The garage plan however sits in the back half of the lot and there is a row of trees that go around the property. This makes the garage appear further away from the road and will also help hide the structure. The spot I want for this garage is furthest from all my neighbors and will not inconvenience them at all. They are all ok with me wanting to put this garage there.

I know that 24 feet away from the curb is plenty of room for any type of street repair because last year 78th Street was re done and only 5 to 10 feet of the lot was obstructed. Dawn Ave the side street that the garage will be off of travels up hill so there would never be a drainage problem with my lot. There are a lot of houses in the city that have a structure on a corner lot and are a lot closer than 46feet from the curb.

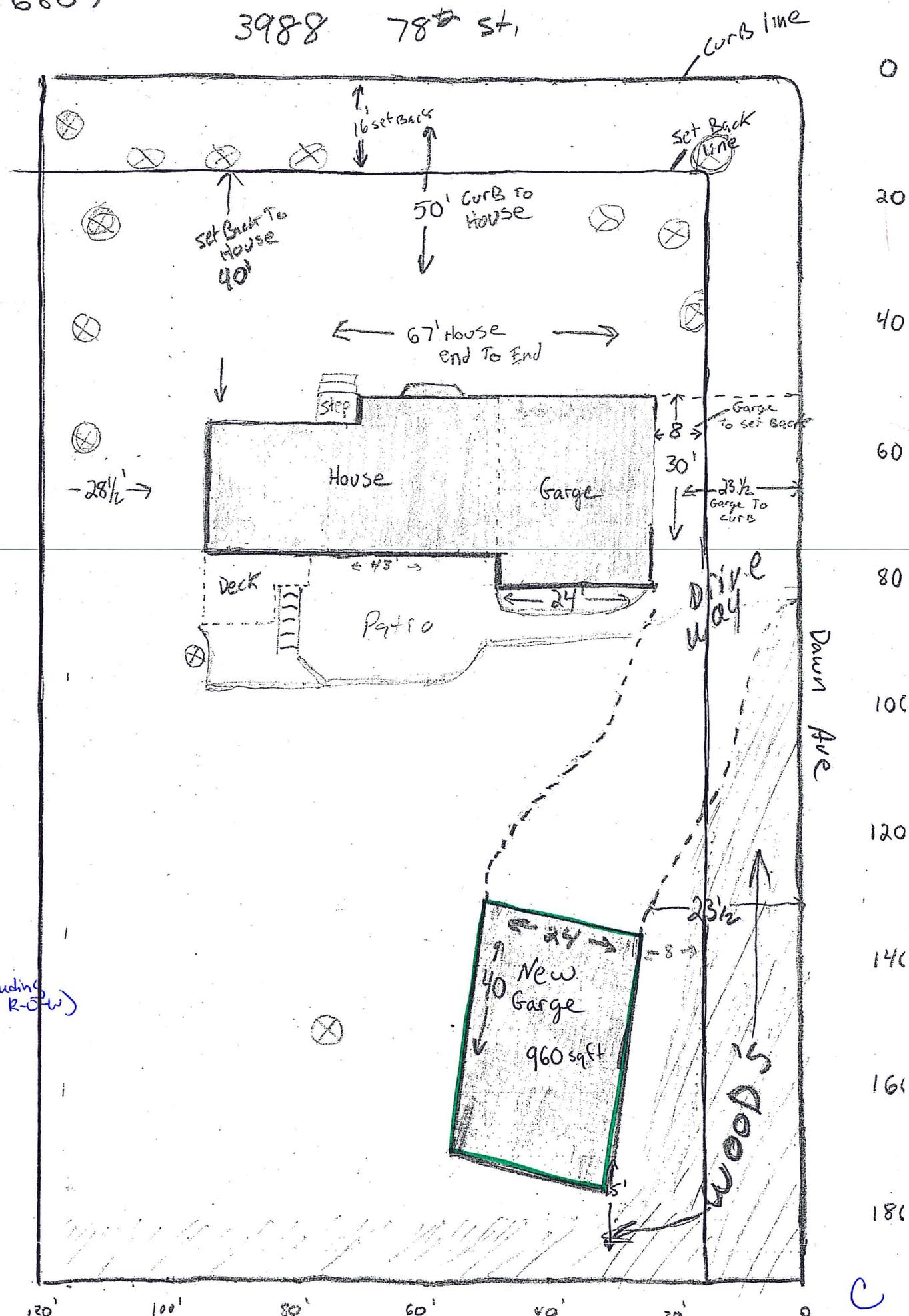
When I bought this property in 2004 I had plans to build a garage some day and thought that the house had a large enough lot that I wouldn't have any problems. Especially because the house sat in the set back area already. I plan on staying in this house forever because it suits my family well and is close to the Fire Department that I work for. Even if I wanted to move to have a bigger lot I would never be able to sell my house for what I owe on it. So I am trying to make this property suit my family more.

B

Adam Caneff
 (651) 255-6807

3988 78th St,

N
 + E
 S



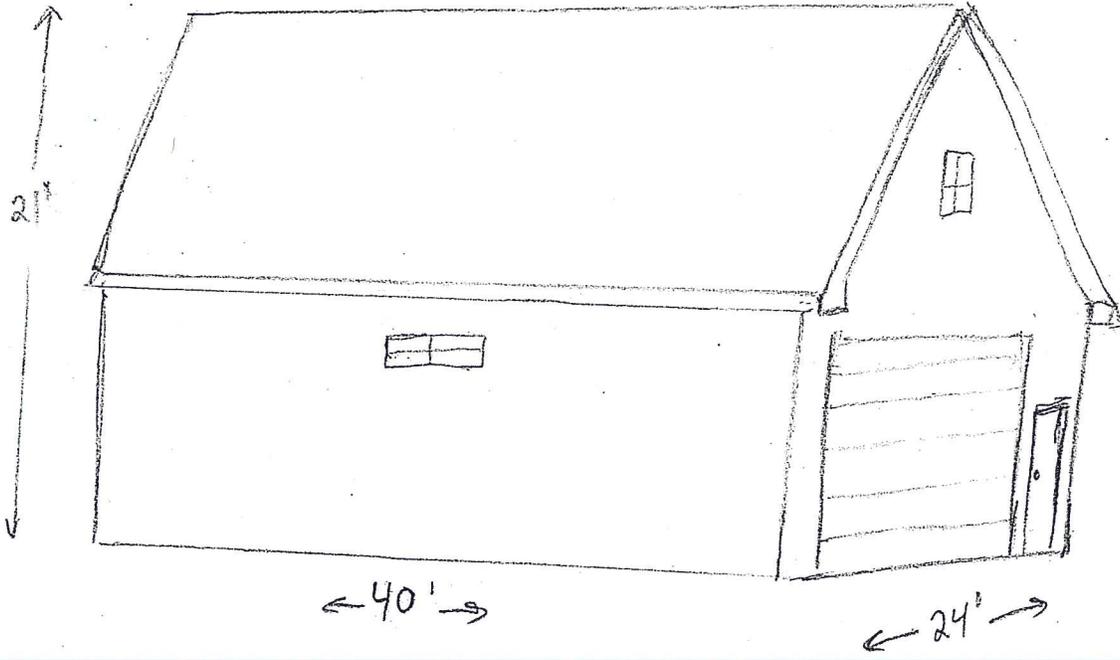
Total lot =
 16,624
 sq ft

Total Drive
 way = (Including
 R-OW)
 2,200 sq ft

Patia =
 1,025 sq ft

C

Adam Conetti
3988 78th St.
(651) 255-6807



960 sqft

C

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

CONSIDER THIRD AND FINAL READING OF AN ORDINANCE AMENDING CITY CODE TITLE 3, CHAPTER 4, SECTIONS 3-4-2-2 and 3-4-2-3 and 10-3-8 ADJUSTING DEVELOPMENT FEES FOR 2012

Meeting Date: November 28, 2011
Item Type: Regular
Contact: Jenelle Teppen, Asst. City Admin.
Prepared by:
Reviewed by:

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

PURPOSE/ACTION REQUESTED The Council is asked to consider the third and final reading of an ordinance to amend the City Code to adjust the fees and charges associated with development activities. This includes water and sanitary sewer connection fees, and fees associated with planning activities (such as rezoning, variance, conditional use permits, etc.).

SUMMARY Minnesota State Statues 462.353 sets forth the requirements with respect to a municipality's authority to prescribe fees associated with planning activities.

While Statute 462 does not speak to building permit fees or water or sanitary sewer connection fees, the City Attorney's advice is to set forth the fees in the Code given the scope of development that is anticipated to take place over the next several years in the northwest area.

The required public hearing was held on November 14.

Staff proposes changes to the fees that address water and sanitary sewer connection fees, etc. The water and sewer connection fees are proposed to increase between 3.5% and 4.5%. These proposed fees are based on financial projections supplied by Ehlers and Associates.

Staff proposes to change the fees for both the Major Site Plan Approval and the Final Plat for Single Family to \$2,000. The documents required for the development contracts and storm water improvements are becoming more complex to complete.

The proposed changes are reflected on the attached.

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

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 3, CHAPTER 4, SECTION 3-4-2-2 AND SECTION 3-4-2-3 AND TITLE 10, CHAPTER 3, SECTION 10-3-8 B OF THE INVER GROVE HEIGHTS CITY CODE RELATING TO FEES

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

Section 1. Amendment No. 1. Inver Grove Heights City Code Title 3, Chapter 4, Section 3-4-2-2 is hereby amended in its entirety to read as follows:

3-4-2-2: WATER, SANITARY SEWER AND STORM WATER SYSTEMS CONNECTION FEES:

A. Purpose and Intent. Minn. Stat. § 444.075, subd 3. and IGH City Code Title 8 allows the City to impose just and equitable charges for connection to the City water utility system to pay for the construction, reconstruction, repair, enlargement, improvement, or other obtainment, the maintenance, operation and use of the facilities, and of obtaining and complying with permits required by law.

Minn. Stat. § 444.075, subd. 3. and IGH City Code Title 8 allows the City to impose just and equitable charges for connection to the City sanitary sewer utility system to pay for the construction, reconstruction, repair, enlargement, improvement, or other obtainment, the maintenance, operation and use of the facilities, and of obtaining and complying with permits required by law.

Minn. Stat. § 444.075, subd. 3. and IGH City Code Title 8 allows the City to impose just and equitable charges for connection to the City storm sewer utility system to pay for the construction, reconstruction, repair, enlargement, improvement, or other obtainment, the maintenance, operation and use of the facilities, and of obtaining and complying with permits required by law.

The purpose and intent of this Title 3, Chapter 4, Section 3-4-2-2 is to impose connection fees for the water utility system and the sanitary sewer utility system and the storm water sewer utility system, also known as the storm water system.

B. Definitions. For purposes of this Title 3, Chapter 4, Section 3-4-2-2, the following terms shall have the following meanings:

Northwest Area means that certain geographic area within the City of Inver Grove Heights defined, established and referred to as the Northwest Area Overlay District pursuant to the City's zoning regulations.

Net Developable Area means the number of acres within a property remaining after excluding those portions that are either: a) encumbered by right of way for arterial roads as defined in the Inver Grove Heights Comprehensive Plan; or b) lying below the ordinary high water level of public waters as identified in the Shoreland Overlay District; or c) lying within the boundaries of wetlands delineated according to the Minnesota Wetland Conservation Act; or d) bluffs in Shoreland Overlay Districts abutting public waters; or e) land to be dedicated to the City of Inver Grove Heights for public park/recreation area purposes. Net Developable Area does not include outlots within a plat that are intended to be replatted at a later date into developable lots.

Gross Acres means the total acres within a plat, subdivision or parcel. Gross Acres do not include outlots within a plat that are intended to be replatted at a later date into developable lots.

SAC Unit means a unit as determined by the Metropolitan Council Environmental Services according to the Metropolitan Council Service Availability Charge Manual.

C. Connection Fees For Water Utility System For Land Outside of Northwest Area. The following connection fees for the water utility system are hereby imposed and required to be paid with respect to land outside of the Northwest Area that is within the Metropolitan Urban Service Area (MUSA).

Fees Payable At Time of Plat

The following fee must be paid when the property is subdivided or the property is platted or a building permit is obtained or when connection is made to the municipal water system, whichever occurs first. The fee is not payable if the property has been previously specially assessed on an area basis for a trunk water line.

Water Plat Connection Fee	\$1,055 multiplied by a density factor of 3.5 multiplied by Gross Acres
---------------------------	---

Fees Payable At Time of Building Permit

The following fees must be paid by the landowner when a building permit is obtained or when connection is made to the municipal water system, whichever occurs first.

Water Building Permit Connection Unit Fee	\$710 per SAC Unit
Water Treatment Plant Fee	\$620per SAC Unit
Water Core Connection Fee (based on water service size)	
1 inch	\$1,470
1 ½ inch	\$3,300
2 inch	\$5,860
3 inch	\$13,170
4 inch	\$23,425
6 inch (or larger)	\$54,925

D. Connection Fees For Sanitary Sewer Utility System For Land Outside of Northwest Area. The following connection fees for the sanitary sewer utility system are hereby imposed and required to be paid with respect to land outside of the Northwest Area that is within the Metropolitan Urban Service Area (MUSA).

Fees Payable At Time of Plat

The following fee must be paid when the property is subdivided or the property is platted or a building permit is obtained or connection is made to the municipal sanitary sewer system, whichever occurs first. The fee is not payable if the property has been previously specially assessed on an area basis for a trunk sanitary sewer line.

Sanitary Sewer Plat Connection Fee	\$1,055 multiplied by a density factor of 3.5 multiplied by Gross Acres
------------------------------------	---

Fees Payable At Time of Building Permit

The following fees must be paid by the landowner when a building permit is obtained or when connection is made to the municipal sanitary sewer system, whichever occurs first. The B-Line special connection charge only applies to that area of the City served by the B-Line sanitary system; for properties in the B-Line area, the B-Line special connection charge is payable in addition to the other fees set forth below.

M.C.E.S. SAC Unit Fee	\$2,365 per SAC Unit
Sanitary Sewer Building Permit Connection Unit Fee	\$375 per SAC Unit
B-Line Special Connection Charge	\$995 per SAC Unit (applicable only to B-Line Area)
Sewer Core Connection Fee (based on building sewer service size)	
4 inch	\$475
6 inch	\$800
8 inch	\$1,415
10 inch	\$2,215
12 inch	\$3,190

E. Connection Fees For Water Utility System For Northwest Area. The following connection fees for the water utility system are hereby imposed and required to be paid with respect to land within the Northwest Area.

**Fees Payable At Time of Plat
(Northwest Area)**

The following fees must be paid when the property is subdivided or the property is platted or a building permit is obtained or when connection is made to the municipal water system, whichever occurs first. The fee is not payable if the property is being platted as an agricultural planned unit development with no connection to the municipal water system.

Water Plat Connection Fee (Northwest Area)	
In the R-1 and R-2 Zoning Districts	\$910 multiplied by a density factor of 2.0 multiplied by the Net Developable Area
In the R-3A Zoning District	\$910 multiplied by a density factor of 4.0 multiplied by the Net Developable Area
In the R-3B Zoning District	\$910 multiplied by a density factor of 6.5 multiplied by the Net Developable Area
In the R-3C Zoning District	\$910 multiplied by a density factor of 12.0 multiplied by the Net Developable Area
In the B-1 and Office Park Zoning Districts	The fee shall be calculated as follows. First, multiply the Net Developable Area by 0.25 (the minimum Floor Area Ratio – FAR required by the Northwest Area Overlay District). The result is the minimum building area required by the Northwest Area Overlay District. Divide the minimum building area by the density factor of 2,400 square feet to arrive at density units. Then multiply the density units by \$910.
In the B-2, B-3 and B-4 Zoning Districts	The fee shall be calculated as follows. First, multiply the Net

	<p>Developable Area by 0.25 (the minimum Floor Area Ratio – FAR required by the Northwest Area Overlay District). The result is the minimum building area required by the Northwest Area Overlay District. Divide the minimum building area by the density factor of 3,000 square feet to arrive at density units. Then multiply the density units by \$910.</p>
<p>In the I-1 and I-2 and Industrial – Office Park Zoning Districts</p>	<p>The fee shall be calculated as follows. First, multiply the Net Developable Area by 0.25 (the minimum Floor Area Ratio – FAR required by the Northwest Area Overlay District). The result is the minimum building area required by the Northwest Area Overlay District. Divide the minimum building area by the density factor of 7,000 square feet to arrive at density units. Then multiply the density units by \$910.</p>
<p>In the P-Institutional Zoning Districts</p>	<p>The fee shall be calculated as follows. First, multiply the Net Developable Area by 0.25 (the minimum Floor Area Ratio – FAR required by the Northwest Area Overlay District). The result is the minimum building area required by the Northwest Area Overlay District. Divide the minimum building area by the density factor of 2,400 square feet to arrive at density units. Then multiply the density units by \$910.</p>
<p>In the Mixed Use – Residential and in the Mixed Use - Commercial Zoning Districts</p>	<p>The fee shall be calculated with respect to each pro-ratable area component of the mixed use development using the appropriate fee calculations set forth above in relation to the respective land use of the component. The respective fees for each component shall then be added to compute the total fee.</p>

**Fees Payable At Time of Building Permit
(Northwest Area)**

The following fees must be paid by the landowner when a building permit is obtained or when connection is made to the municipal water system, whichever occurs first.

Water Building Permit Connection Unit Fee (Northwest Area)	\$2,530 per SAC Unit
Water Treatment Plant Fee (Northwest Area)	\$620 per SAC Unit
Water Core Connection Fee (based on water service size) (Northwest Area)	
1 inch	\$1,505
1 ½ inch	\$3,380
2 inch	\$6,000
3 inch	\$13,490
4 inch	\$24,000
6 inch (or larger)	\$56,265

F. Connection Fees For Sanitary Sewer Utility System For Northwest Area.

The following connection fees for the sanitary sewer utility system are hereby imposed and required to be paid with respect to land within the Northwest Area:

Fees Payable At Time of Plat (Northwest Area)

The following fee must be paid when the property is subdivided or the property is platted or a building permit is obtained or when connection is made to the municipal sanitary sewer system, whichever occurs first. The fee is not payable if the property is being platted as an agricultural planned unit development with no connection to the municipal water system.

Sanitary Sewer Plat Connection Fee (Northwest Area)	
In the R-1 and R-2 Zoning Districts	\$1,460 multiplied by a density factor of 2.0 multiplied by the Net Developable Area
In the R-3A Zoning District	\$1,460 multiplied by a density factor of 4.0 multiplied by the Net Developable Area
In the R-3B Zoning District	\$1,460 multiplied by a density factor of 6.5 multiplied by the Net Developable Area
In the R-3C Zoning District	\$1,460 multiplied by a density factor of 12.0 multiplied by the Net Developable Area
In the B-1 and Office Park Zoning Districts	The fee shall be calculated as follows. First, multiply the Net Developable Area by 0.25 (the minimum Floor Area Ratio – FAR required by the Northwest Area Overlay District). The result is the minimum building area required by the Northwest Area Overlay District. Divide the minimum building area by the density factor of 2,400 square feet to arrive at density units. Then multiply the density units by \$1,460.
In the B-2, B-3 and B-4 Zoning Districts	The fee shall be calculated as follows. First, multiply the Net Developable Area by 0.25 (the minimum Floor Area Ratio – FAR

	required by the Northwest Area Overlay District). The result is the minimum building area required by the Northwest Area Overlay District. Divide the minimum building area by the density factor of 3,000 square feet to arrive at density units. Then multiply the density units by \$1,460.
In the I-1 and I-2 and Industrial – Office Park Zoning Districts	The fee shall be calculated as follows. First, multiply the Net Developable Area by 0.25 (the minimum Floor Area Ratio – FAR required by the Northwest Area Overlay District). The result is the minimum building area required by the Northwest Area Overlay District. Divide the minimum building area by the density factor of 7,000 square feet to arrive at density units. Then multiply the density units by \$1,460.
In the P-Institutional Zoning Districts	The fee shall be calculated as follows. First, multiply the Net Developable Area by 0.25 (the minimum Floor Area Ratio – FAR required by the Northwest Area Overlay District). The result is the minimum building area required by the Northwest Area Overlay District. Divide the minimum building area by the density factor of 2,400 square feet to arrive at density units. Then multiply the density units by \$1,460.
In the Mixed Use – Residential and in the Mixed Use - Commercial Zoning Districts	The fee shall be calculated with respect to each pro-ratable area component of the mixed use development using the appropriate fee calculations set forth above in relation to the respective land use of the component. The respective fees for each component shall then be added to compute the total fee.

Fees Paid At Time of Building Permit (Northwest Area)

The following fees must be paid by the landowner when a building permit is obtained or when connection is made to the municipal sanitary sewer system, whichever occurs first.

M.C.E.S. SAC Unit Fee (Northwest Area)	\$2,365 per SAC Unit
Sanitary Sewer Building Permit Connection Unit Fee (Northwest Area)	\$4,030 per SAC Unit
Sewer Core Connection Fee (based on	

building sewer service size)	
4 inch	\$490
6 inch	\$825
8 inch	\$1,460
10 inch	\$2,285
12 inch	\$3,280

G. Connection Fees For Storm Water Sewer Utility System For Northwest Area. The following connection fees for the storm water sewer utility system also known as the storm water system are hereby imposed and required to be paid with respect to land within the Northwest Area:

Fees Payable At Time of Plat (Northwest Area)

The following fees must be paid by the landowner when the property is subdivided or the property is platted or a building permit is obtained, whichever occurs first.

The fees are not payable for outlots if the property is being platted as an agricultural planned unit development.

Storm Water Plat Connection Fee (Northwest Area)	
In the R-1 and R-2 and R-3A Zoning Districts	\$9,860 per acre multiplied by the Net Developable Area
In the R-3B and R-3C Zoning Districts	\$10,090 per acre multiplied by the Net Developable Area
In the B-1 and Office Park Zoning Districts	\$11,325 per acre multiplied by the Net Developable Area
In the B-2, B-3 and B-4 Zoning Districts	\$11,015 per acre multiplied by the Net Developable Area
In the I-1, I-2 and I-Office Park Zoning Districts	\$10,710 per acre multiplied by the Net Developable Area
In the P-Institutional Zoning District	\$10,090 per acre multiplied by the Net Developable Area
In the Mixed Use - Residential Zoning District	\$10,090 per acre multiplied by the Net Developable Area
In the Mixed Use - Commercial Zoning District	\$10,710 per acre multiplied by the Net Developable Area

H. Outlots. With respect to calculating the fees payable at the time of platting, the acreage within the outlots that are intended to be replatted into buildable lots at a later date shall not be included within the calculations. When the acreage within the outlots are subsequently replatted into buildable lots, the fees for such acreage shall then be paid at the time of the replat.

Section 2. Amendment No. 2. Inver Grove Heights City Code Title 3, Chapter 4, Section 3-4-2-3 is hereby amended in its entirety to read as follows:

3-4-2-3: SANITARY SEWER AND WATER TRUNK AREA ASSESSMENTS: With respect to special assessments under Chapter 429 of the Minnesota Statutes, the assessments rolls for sanitary sewer and water trunk lines shall initially be calculated using the following per acre assessment amounts for trunk line area benefit.

\$3,695 per acre for water trunk line area benefit

\$3,695 per acre for sanitary sewer trunk line area benefit

The Council may adjust the assessment roll and special assessments after public hearing pursuant to Minn. Stat. § 429.061 and the Council shall determine the final assessment roll and special assessments by resolution.

Section 3. Amendment No. 3. Inver Grove Heights City Code Title 10, Chapter 4, Section 10-3-8 B is hereby amended to read as follows:

- B. Fee Amounts and Escrow Deposit: The city may require that applicants deposit in escrow with the city, together with the application filing fees, the sums required by the city toward prepayment of the attorney, planning and engineering costs. The prepayment amounts shall be a credit toward the fees for the attorney, planning and engineering and other professional consultant fees to be reimbursed by the applicant. All such fees, if not paid by the escrow, shall be paid by the applicant within sixty (60) days of final action on the matter by the city council. If such fees are less than the escrowed amount, such escrow will be returned to the applicant within sixty (60) days of the final action on the matter by the city council. The following escrow amounts shall be deposited, together with land use approval applications: (Ord. 1098, 11-8-2004)

TYPE OF LAND USE APPROVAL	BASE FEE	GIS FEE	ESCROW
Conditional Use Permit, single family residential	\$250		\$0
Conditional Use Permit, other	\$500		\$1,250
Conditional Use Permit, other – amendment	\$150		\$500
Comprehensive Plan Amendment	\$500	\$50	\$2,500
Comprehensive Plan Amendment - minor	\$200		\$250
Zoning Code Amendment	\$500		\$500
Zoning Code Amendment – minor	\$100		\$250
Rezoning	\$500	\$50	\$0
Variance - Residential	\$200		\$0
Variance - Commercial	\$200		
Planned Unit Development	\$1,000 + plat fees		\$5,000
Planned Unit Development Amendment	\$250		\$1,000
Determination of Substantially Similar Use	\$200		\$200
Major Site Plan Review	\$500		\$2,000
Preliminary Plat	\$250/+ \$5 per lot		\$3,000
Final Plat – single family	\$350	\$25/lot	\$2,000
Final Plat - other	\$200	\$100/acre	\$3,000
Waiver of Plat	\$300	\$25	
Administrative Subdivision	\$100	\$25/lot	
Street Easement Vacation	\$150	\$50	
Street Dedication	\$150	\$50	
Wetland Conservation Act Certification	\$75		
Wetland Replacement Plan	\$200	\$100/acre	\$2,500
Northwest Area Sketch Plan Review			\$1,000
Northwest Area Environmental Studies Fee	\$80/gross acre		
Abstract Fee	\$46		

(Ord. 1180, 12-10-2007)

Section 4. Effective Date. This Ordinance shall be in full force and effect from and after its passage and publication according to law.

Passed this 28th day of November, 2011.

George Tourville, Mayor

ATTEST:

Melissa Rheaume, Deputy City Clerk

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Meeting Date: November 29, 2011
Item Type: Administration
Contact:
Prepared by: Joe Lynch, City Administrator
Reviewed by:

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

Approve funding for and proceeding with the short term (3-5 year) Strategic Planning effort for the Inver Grove Heights Fire Department.

SUMMARY

In 2010 I talked about wanting to get a Strategic Plan from the Inver Grove Heights Fire Department that would help Council, as well as the Department, plan for changes that would be needed in personnel, service delivery system, equipment, facilities and structure. I recommended at that time that Council wait until we had this type of document to help guide us on when and whether to proceed with hiring an Assistant Fire Chief. Council has placed the amount necessary to hire an Assistant Fire Chief in the Proposed 2012 Budget, but I would like to proceed with this examination so that we can better inform ourselves on what that position is needed for and how it fits within the possible future structure of the Fire Department, as well as what equipment needs we should address, where we would place, maintain and replace equipment into the future, as well as what we need to do to recruit, retain and compensate future firefighters.

I recommend that Council approve the agreement for services at a cost not to exceed \$21,000 for this Strategic Planning process with David Unmacht and Pat Simpson. Mr. Unmacht is currently a Vice President in charge of Management Services with Springsted. He is a former City and County Administrator in Minnesota. Mr. Simpson is a former Fire Chief in a variety of cities and has recently assisted the City through the service agreement with the DLR Architectural firm on the Station location analysis.

Funding for this agreement would be split between three sources: \$8,000 from Community Projects, \$8,000 from City Facilities and \$5,000 from Host Community Fund. I have included a copy of the Agreement for your information and review.

City of Inver Grove Heights Fire Department Strategic Plan

Draft Work Plan -- For City Administrator Review

November 7, 2011

I. Inver Grove Heights Project Team

The project team consists of David Unmacht, Springsted and Pat Simpson, Tri-Data. The project will be coordinated by Mr. Unmacht and he will be responsible for ensuring that the project remains on time and within budget. Mr. Unmacht will also be the primary point of contact with City Administration and is responsible for providing on-going communication, updates and progress reports as requested.

Throughout the process we will work closely with all city officials and stakeholders; we will develop strong and positive working relationships and will earn trust and credibility with our commitment to meeting schedules and providing timely and pertinent communications.

Mr. Simpson was involved in the Station Location Analysis. The fundamental information and pertinent data gathered from this work will be instrumental and very helpful in aiding and supporting the development of a Fire Department Strategic Plan.

II. Inver Grove Heights Project

The objective of the Project is to prepare a Fire Department Strategic Plan. The overall approach for this study has proven to be successful in working on similar fire department strategic planning initiatives. Each member of the team has lengthy experience in their areas of expertise and profession. The details of the approach are tailored to the particular needs of the City of Inver Grove Heights. Each of the specific steps and phases are subject to further review and input from the City. The project team believes the approach identified in the work plan achieves optimal efficiency throughout the process.

Phase One

Upon approval to proceed, the project team will conduct a kickoff meeting (using teleconference if needed) to introduce our team and discuss each phase, and the specific tasks, timetables, mutual expectations, resource needs, and particular issues that need to be resolved before moving forward. We will learn and understand the present status, goals and mission of the Department as well as the policies and strategies that may be identified in the City's Comprehensive Plan, budget and current financial practices. We will review travel plans for the initial site visit to organize a schedule of meetings that will maximize the efficiency of everyone's time.

As soon as practical after the meeting, the project team will conduct site visits to include a tour of the facilities, and the hosting of a series of meetings to discuss the issues, needs, challenges and opportunities faced by the Department. The team will *triage the issues* so we fully understand all of the key components of the Department. Our project team will conduct a series of meetings with key city officials, stakeholders, and fire department personnel to develop a snapshot of the current situation. Collaboration is an essential component of any strategic plan; hence meetings may also be held with members of the Police Department and neighboring Fire Departments. These tours and meetings will focus on adding to the information gathered in previous meetings and tours related to the Station Location Study.

Review Background Information: Both qualitative and quantitative information is necessary to support our process, analysis, findings and ultimate recommendations. We will request a list of information at the kickoff meeting that will provide us with essential information to review. Most if not all of this information can be provided electronically for ease of collection and dissemination.

Data Analysis:

We will conduct a thorough review and analysis of historical, present and future projections in the following six (6) core service areas:

1. Staffing – recruitment and retention
2. Structure – organization of the department
3. Services – existing services and potential future services; areas of collaboration
4. Response times – present and future – ISO response requirements
5. Response parameters – size and nature of response for specific incidents
6. Organizational culture – leadership and change needed to support the plan

The information and data from the Station Location Analysis will be used as necessary to support the strategic planning process. In addition, based on our work to date and professional experience we will provide information on industry standards for comparable size communities with an equivalent ISO rating or better.

Deliverables: At the conclusion of our initial meetings and data analysis we will present a set of findings on the Inver Grove Heights Fire Department. These findings will include an assessment of the present services, an analysis of the issues and challenges and a summary of the input received during the interviews. This information serves as the baseline for the recommendations. The findings are presented to city officials for feedback and response. Findings are adjusted and amended accordingly to most accurately reflect the overall picture of the Fire Department.

Phase Two

After the completion of Phase I and delivery of the Findings, the project team will do the following.

Identify Critical Issues to be Resolved: Developing and ultimately implementing a strategic plan for a fire department can be a challenging venture as such we will identify critical issues that must be resolved going forward. We will identify specific needs and recommend a prioritization process. We will also identify barriers or potentially important impediments such as the need for legislation, legal impediments or even dramatic changes in practices or workplace culture. We will identify possible solutions to critical issues where no consensus or an unclear outcome may exist.

Identify Options in the Six (6) Core Service Areas: Starting from the baseline information developed in Phase One, we will develop strategic alternatives for the future of the Department. Based upon completing a modified version of Strengths, Weaknesses, Opportunities and Threats (SWOT) analysis and accompanying values analysis of Department, a set of ideas and recommendations for the future will be prepared.

Develop Draft Strategic Plan: We will develop a phased, comprehensive strategic plan that meets current and future service goals. Based on an agreed upon prioritization process we will assess all options using valid and reliable criterion to determine which recommendations can be addressed first and which can be handled later.

Develop Final Strategic Plan: Based upon input from the City, identified stakeholders, data analysis and our professional experience, we will prepare a final strategic plan for the Department.

Deliverables: At the completion of Phase Two, the project team will deliver a final strategic plan. We will also be available for presentations as requested. The details of the presentations will be identified in the kick-off meeting.

III. Inver Grove Heights Project Timeframe

The City wants the strategic plan completed within a six month timeframe – on or before March 31, 2012. This timeline is doable and does not pose a problem. In general, the timeframe for this project is:

- Phase One Meetings, Review Background Information, Data Analysis and Development of Findings -- November, December and January
- Phase Two Issues, Options and Draft Plan -- December, January and February
- Final Plan February and March

The project timeframe is seamless and work within each phase is on-going throughout the process. Specifics and schedules can be prepared after the initial meeting with city staff.

IV. Inver Grove Heights Project Cost

The cost for the strategic planning study will be \$19,000. The only additional expenses will be miscellaneous and related to travel, copying, mileage, etc. These expenses will not exceed \$2,000 for a total project cost not to exceed \$21,000. Details on invoicing and billing will be determined in conjunction with the City Administrator.

David Unmacht
Springsted, Incorporated

CITY OF INVER GROVE HEIGHTS

RESOLUTION NO. _____

RESOLUTION APPROVING ASSIGNMENT AND SUBORDINATION OF CONTRACT FOR PRIVATE DEVELOPMENT BETWEEN THE CITY OF INVER GROVE HEIGHTS, BRENTWOOD HILLS LIMITED PARTNERSHIP AND WELLS FARGO BANK, NATIONAL ASSOCIATION

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

Section 1. Background.

- 1.01. The City has previously established Tax Increment Financing District No. 4-1 (the “TIF District”) pursuant to Minnesota Statutes, Section 469.174 to 469.1799 (the “TIF Act”) and certain special legislation.
- 1.02. In order to facilitate development of certain property in the TIF District, the City entered into that certain Contract for Private Development with Brentwood Hills Limited Partnership (the “Developer”) dated August 25, 2003 (the “Contract”).
- 1.03. Under the Contract, the Developer constructed an approximately 219 rental housing facility (the “Improvements”), financed in part with housing revenue bonds issued by the Dakota County Community Development Agency (the “CDA”).
- 1.04. Pursuant to the Contract, the City issued its \$2,443,696.65 Amended and Restated Tax Increment Revenue Note, Series 2003 (the “TIF Note”), in order to reimburse Developer for certain development costs described in the Contract.
- 1.05. In connection with refinancing of bonds issued the CDA, the Developer has requested the City to enter into an Assignment and Subordination of Contract for Private Development (the “Assignment”) between the City, Developer and Wells Fargo, National Association (the “Lender”), under which among other things the City consents to the assignment of the Contract and the Amended Note to the Lender.
- 1.06. The Council has reviewed the proposed Assignment, and has determined that it is in the best interests of the City and its residents to approve that document.

Section 2. Assignment Approved.

- 2.01. The Assignment is approved in substantially the form on file in City Hall, subject to modifications that do not alter the substance of the transaction and are approved by the Mayor and City Administrator, provided that execution of the document by the Mayor and Deputy Clerk will be conclusive evidence of approval.

2.02. The Mayor and Deputy City Clerk are authorized and directed to execute the Assignment and any other documents or certificates necessary to carry out the transactions described in the Assignment.

Adopted by the City Council of the City of Inver Grove Heights this 28th day of November, 2011.

George Tourville, Mayor

ATTEST:

Deputy Clerk

**ASSIGNMENT AND SUBORDINATION OF CONTRACT FOR PRIVATE
DEVELOPMENT**

THIS ASSIGNMENT AND SUBORDINATION OF CONTRACT FOR PRIVATE DEVELOPMENT (this "Agreement"), is made and entered into as of the ____ day of December, 2011, by and among THE CITY OF INVER GROVE HEIGHTS, MINNESOTA, a Minnesota municipal corporation (the "City), BRENTWOOD HILLS LIMITED PARTNERSHIP, a Minnesota limited partnership (the "Developer"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association (the "Lender").

WITNESSETH:

WHEREAS, the City and the Developer entered into that certain Contract for Private Development dated as of August 25, 2003 (the "Development Contract") pertaining to the development of an apartment complex containing 219 units of housing (the "Improvements"), located in Inver Grove Heights, Minnesota, on property legally described on Exhibit A attached hereto and hereby made a part hereof (the "Land") (the Land and the Improvements are hereinafter at times collectively referred to as the "Project"); and

WHEREAS, pursuant to the Development Contract, the City executed and delivered that certain Tax Increment Revenue Note, Series 2003, in the principal amount of \$2,446,544 (the "Original Note"); and

WHEREAS, pursuant to the Development Contract, the City subsequently adjusted the principal amount of the Original Note by issuing an Amended and Restated Tax Increment Revenue Note, Series 2003 in the principal amount of \$2,443,696.65 (the "Amended Note"); and

WHEREAS, the Dakota County Community Development Agency (the "CDA") has issued its Variable Rate Demand Multi-Family Housing Revenue Bonds (Blackberry Pointe Project), Series 2011A (the "Bonds"), in connection with the Project; and

WHEREAS, in order to provide credit and liquidity enhancement with respect to the Bonds, the Lender will issue its Irrevocable Letter of Credit for the Developer's account in the amount of \$_____ (the "Letter of Credit"); and

WHEREAS, as a condition to the issuance of the Letter of Credit, the Lender has required that the Developer execute and deliver to the Lender that certain Reimbursement Agreement dated as of December ___, 2011 (the "Reimbursement Agreement"), which requires, among other things, that the Developer reimburse the Lender for any and all draws made under the Letter of Credit; and

WHEREAS, the obligations of the Developer under the Reimbursement Agreement are secured by, among other things, that certain Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Financing Statement dated as of December ___, 2011, executed by the Developer in favor of the CDA, and filed of record in the office of the Dakota County Recorder on _____, 2011, as Document No. _____, as assigned to the Lender by the CDA pursuant to that certain Assignment of Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Financing Statement dated as of December ___, 2011, and filed of record in the office of the Dakota County Recorder on _____, 2011, as Document No. _____ (collectively, the "Mortgage"); and

WHEREAS, the Lender has required, as an express condition to the issuance of the Letter of Credit, (a) that the Developer assign all of its rights under the Development Contract and the Amended Note to the Lender to secure the obligations of the Developer to the Lender under the Reimbursement Agreement, (b) that certain rights of the City under the Development Contract be subordinated to the Mortgage, and (c) that the City agree to certain other matters, all as more fully contained herein.

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. The Developer hereby assigns to the Lender all of its right, title and interest, including, but not limited to, the right to receive payments under the Amended Note as described in Section 4, under and pursuant to the Development Contract and the Amended Note to secure the Developer's obligations under the Reimbursement Agreement.
2. To perfect the Lender's security interests in the Amended Note, the Developer shall endorse and deliver the Amended Note to the Lender to be held pursuant to the terms of this Agreement.
3. The Developer hereby represents and warrants that there have been no prior assignments of the Development Contract or the Amended Note which will not be terminated on or before the date of this Agreement, that the Development Contract and the Amended Note are valid and enforceable agreements and that neither the City nor the Developer is default thereunder and that all covenants, conditions and agreements have been performed as required therein, except those not to be performed until after the date hereof. The Developer agrees not to sell, assign, pledge, mortgage or otherwise transfer or encumber its interest in the Development Contract or the Amended Note as long as this Agreement is in effect. The Developer irrevocably constitutes and appoints the Lender as

its attorney-in-fact to demand, receive and enforce the Developer's rights with respect to the Development Contract and/or the Amended Note for and on behalf of and in the name of the Developer, or, at the option of the Lender, in the name of the Lender, with the same force and effect as the Developer could do if this Agreement had not been made.

4. The City hereby agrees that, until it receives notice to the contrary from the Lender, all payments of principal and interest under the Amended Note shall be made to the Lender at its address set forth in Section 18 below.

5. This Agreement shall constitute a perfected, absolute and present assignment, provided that, except for the right to receive payments as set forth in Section 4 above, the Lender shall have no right under this Agreement to enforce the provisions of the Development Contract or the Amended Note or exercise any of its rights or remedies under this Agreement until an Event of Default (as that term is defined in the Reimbursement Agreement) shall occur and be continuing.

6. Upon the occurrence of an Event of Default, the Lender may, without affecting any of its rights or remedies against the Developer under any other instrument, document or agreement, exercise its rights under this Agreement as the Developer's attorney-in-fact in any matter permitted by law and, in addition, the Lender shall have the right to exercise and enforce any and all rights and remedies available after a default to a secured party under the Uniform Commercial Code as adopted in the State of Minnesota. If notice to the Developer of any intended disposition of collateral or of any intended action is required by law in any particular instance, such notice shall be deemed commercially reasonable if given at least ten (10) days prior to the intended disposition or other action.

7. The City hereby consents and agrees to the terms and conditions of this Agreement. The City further represents and warrants to the Lender that the Development Contract and the Amended Note are valid agreements enforceable in accordance with their terms and that neither the City nor the Developer is in default thereunder and that all covenants, conditions and agreements have been performed as required therein, except those not to be performed until after the date hereof.

8. (a) The parties hereto agree and understand that the Amended Note has been lost, and the City has delivered to Developer (for delivery to Lender in accordance with Section 2 hereof) a replacement Amended Note of like original principal amount, maturity date, and tenor, in lieu of the lost Amended Note.

(b) The Developer agrees to indemnify and hold harmless the City and the Registrar (as defined in the Amended Note) from any claim, suit, action or other proceedings whatsoever by any person or entity arising or purportedly arising from loss of the Amended Note, including without limitation any claim made by any person or entity purportedly based on the lost Amended Note if such lost instrument is located.

(c) The City and the Developer hereby represent and warrant to the Lender that there is currently outstanding under the Amended Note the principal amount of \$_____.

9. The City hereby acknowledges and agrees that the City has issued the Certificate of Completion (as that term is defined in the Development Contract) in connection with the construction of the Project.

10. The City and the Developer acknowledge and agree that (a) under Developer's Second Amended And Restated Limited Partnership, dated as of March 1, 2005, as further amended effective _____, 2011 (the "LP Agreement:"), the Developer's general partner is required to establish and maintain an operating reserve in the amount of \$250,000 (the "Operating Reserve"), and (b) if such Operating Reserve is maintained in accordance with the LP Agreement through the Maturity Date (as defined in the Contract), then the City will treat such Operating Reserve as meeting the requirements in Section 4.6 of the Contract. Developer remains subject to the reporting requirements under Section 4.6(b) of the Contract, substituting the term "Operating Reserve" as defined herein for "Replacement Reserve Fund." For purposes of Section 4.6(c) of the Contract, the relevant Event of Default will consist of failure to maintain the Operating Reserve at the required level, subject to the cure period and remedies otherwise described in Section 4.6(c). The parties further agree and understand that notwithstanding any inconsistency between this Section and Section 4.6 of the Contract, this Section of this Agreement shall control.

11. The City acknowledges that the rights of the City with respect to receipt and application of any proceeds of insurance as set forth in Article V of the Development Contract shall, in all respects, be subject and subordinate to the rights of the Lender under the Mortgage.

12. Notwithstanding the provisions of Article VI of the Development Contract, the City agrees that the agreement to pay real estate taxes as set forth in Section 6.1 of the Development Contract are not the personal obligation of, nor shall such Article VI impose any personal obligation upon, the Lender.

13. Pursuant to Section 7.1 of the Development Contract, the City hereby approves the financing of the Project as contemplated by the Letter of Credit and the Reimbursement Agreement.

14. Pursuant to Section 7.1(b) of the Development Contract, the City hereby agrees that all of its rights under the Development Contract shall be subject and subordinate to the Mortgage.

15. The City hereby agrees to provide the Lender with any notice of default under the Development Contract, and agrees that the Lender shall have the right, but not the obligation, to cure any such default on behalf of the Developer with the periods of time afforded to the Developer as set forth in the Development Contract.

16. The City and the Developer hereby agree that no change or amendment that would materially and adversely affect the amount or collection of Available Tax Increment (as defined in the Amended Note) shall be made to the terms of the Development Contract or the Amended Note without the prior written consent of the Lender.

17. This Agreement can be waived, modified, amended, terminated or discharged only explicitly in a writing signed by the parties hereto. A waiver by the Lender shall be effective only in a specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of the Lender's rights or remedies hereunder. All rights and remedies of the Lender shall be cumulative and may be exercised singularly or concurrently at the Lender's option, and any exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other.

18. Any notice, request, demand or communication hereunder shall be deemed fully given if delivered or postage prepaid, certified or registered, addressed to the party as set forth below.

If to the City: The City of Inver Grove Heights
 City Hall
 8150 Barbara Avenue
 Inver Grove Heights, Minnesota 55077
 Attention: City Administrator

If to the Developer: Brentwood Hills Limited Partnership
 12 Echo Lake Boulevard
 Mahtomedi, Minnesota 55115
 Attention: G. Terry McNellis

If to the Lender: Wells Fargo Bank, National Association
 MAC N9345-011
 425 East Hennepin Avenue
 Minneapolis, Minnesota 55414
 Attn: Jason Radel

19. This Agreement shall be governed and construed in accordance with the laws of the State of Minnesota.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first above written.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

**[SIGNATURE PAGE TO ASSIGNMENT AND SUBORDINATION OF CONTRACT
FOR PRIVATE DEVELOPMENT]**

CITY:

CITY OF INVER GROVE HEIGHTS,
MINNESOTA

By: _____

Its Mayor

By: _____

Its City Administrator

STATE OF MINNESOTA)
) ss
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ____ day of December, 2011, by _____ and _____, the Mayor and City Administrator of the City of Inver Grove Heights, Minnesota, on behalf of the City.

Notary Public

**[SIGNATURE PAGE TO ASSIGNMENT AND SUBORDINATION OF CONTRACT
FOR PRIVATE DEVELOPMENT]**

DEVELOPER:

BRENTWOOD HILLS LIMITED
PARTNERSHIP

By Brentwood Hills, LLC,
its General Partner

By: _____
G. Terry McNellis
Its Chief Manager

STATE OF MINNESOTA)
) ss
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ____ day of December, 2011, by G. Terry McNellis, the Chief Manager of Brentwood Hills, LLC, a Minnesota limited liability company and as general partner of Brentwood Hills Limited Partnership, a Minnesota limited partnership, for and on behalf of said limited partnership.

Notary Public

EXHIBIT A

Legal Description

The following described property located in Dakota County, Minnesota:

Lots 1 and 2, Block 1, Brentwood Village Apartments.