

**CITY OF FALCON HEIGHTS**  
Regular Meeting of the City Council  
City Hall  
2077 West Larpenteur Avenue

AGENDA  
May 28, 2014

- A. CALL TO ORDER:
  
- B. ROLL CALL: LINDSTROM \_\_\_\_ HARRIS \_\_\_\_ GOSLINE \_\_\_\_  
LONG \_\_\_\_ MERCER-TAYLOR \_\_\_\_  
  
STAFF PRESENT: FISCHER \_\_\_\_
  
- C. PRESENTATIONS:
  - 1. Katie Roth - Metro Transit A-Line/Snelling BRT Update - CANCELED
  
- D. APPROVAL OF MINUTES: May 14, 2014
  
- E. PUBLIC HEARINGS:
  
- F. CONSENT AGENDA:
  - 1. General Disbursements through 5/21/2014: \$32,954.40  
Payroll through 5/15/2014: \$16,018.30
  - 2. Approval of City Licenses
  - 3. Appointment of Shirley Reider to the Neighborhood Commission
  - 4. Appointment of Andrew Temmen to the Fire Department
  - 5. Bulky Waste Recycling Project
  
- G. POLICY ITEMS:
  - 1. Acceptance of Park Improvement Study
  - 2. Approval of City License - Pamela M. Harris, PLLC
  - 3. Approval of City Licenses - Cyberwares, LLC
  
- H. INFORMATION/ ANNOUNCEMENTS:
  
- I. COMMUNITY FORUM:
  
- J. ADJOURNMENT:



**CITY OF FALCON HEIGHTS**  
Regular Meeting of the City Council  
City Hall  
2077 West Larpenteur Avenue

MINUTES  
May 14, 2014

- A. CALL TO ORDER: 7:02pm
- B. ROLL CALL: LINDSTROM \_X\_ HARRIS \_AB\_ GOSLINE \_AB\_  
LONG \_X\_ MERCER-TAYLOR \_X\_
- STAFF PRESENT: FISCHER \_AB\_ OLSON \_X\_
- C. PRESENTATIONS:  
1. Annual Audit Report -Matt Meyer, KDV  
Matt Meyer of KDV gave a presentation on the 2013 financial audit of the City of Falcon Heights.
- D. APPROVAL OF MINUTES: April 23, 2014 APPROVED
- E. PUBLIC HEARINGS:
- F. CONSENT AGENDA: Chuck Long Moved, Approval 3-0  
1. General Disbursements through 5/7/2014: \$149,365.09  
Payroll through 4/30/2014: \$16,875.71  
2. Approval of City Licenses
- G: POLICY ITEMS:  
1.
- H. INFORMATION/ ANNOUNCEMENTS:  
Council Member Beth Mercer-Taylor  
-Updated Council on the May 12<sup>th</sup> Environment Commission meeting.
- Council Member Chuck Long  
-Announced the upcoming Spring Together event on May 31<sup>st</sup> from 12-2pm at Curtiss Field.
- I. COMMUNITY FORUM:
- J. ADJOURNMENT: 7:27pm





*The City That Soars!*

## REQUEST FOR COUNCIL ACTION

<b>Meeting Date</b>	May 28, 2014
<b>Agenda Item</b>	Consent F1
<b>Attachment</b>	General Disbursements and Payroll
<b>Submitted By</b>	Roland Olson, Finance Director

<b>Item</b>	General Disbursements and Payroll
<b>Description</b>	General Disbursements through 5/21/2014: \$32,954.40 Payroll through 5/15/2014: \$16,018.30
<b>Budget Impact</b>	
<b>Attachment(s)</b>	General Disbursements and Payroll
<b>Action(s) Requested</b>	Staff recommends that the Falcon Heights City Council approve general disbursements and payroll.

PACKET: 01026 MAY 9 PAYABLES  
VENDOR SET: 01 City of Falcon Heights  
SEQUENCE : ALPHABETIC  
DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #			
ST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----		DISTRIBUTION
=====							
01-00270	ANCOM	TECHNICAL CENTER					
-----							
I-45054		PORTABLE RADIO UPGRADE	1,125.00				
5/12/2014	APBNK	DUE: 5/12/2014 DISC: 5/12/2014		1099: N			
		UPGRADE PORTABLE RADIO		101 4124-70100-000	SUPPLIES		1,125.00
=== VENDOR TOTALS ===			1,125.00				
=====							
01-03001	CAMPBELL	KNUTSON					
-----							
I-199		APRIL: LEGAL SERVICES	424.38				
5/09/2014	APBNK	DUE: 5/09/2014 DISC: 5/09/2014		1099: Y			
		APRIL: LEGAL SERVICES		101 4114-80200-000	LEGAL FEES		424.38
=== VENDOR TOTALS ===			424.38				
=====							
01-03089	CASH						
-----							
I-201405094720		PETTY CASH EXPENSES	83.26				
5/09/2014	APBNK	DUE: 5/09/2014 DISC: 5/09/2014		1099: N			
		4' RECTANGULAR TABLE		101 4131-70110-000	SUPPLIES		37.47
		POSTAGE		101 4112-70500-000	POSTAGE		3.79
		POSTAGE		101 4112-70500-000	POSTAGE		42.00
=== VENDOR TOTALS ===			83.26				
=====							
01-03110	CENTURY	LINK					
-----							
I-201405094722		LANDLINES	115.45				
5/09/2014	APBNK	DUE: 5/09/2014 DISC: 5/09/2014		1099: N			
		AUTO DIALER: LANDLINE		601 4601-85011-000	TELEPHONE - LANDLINE		59.90
		CURT FIELD: LANDLINE		101 4141-85011-000	TELEPHONE - LANDLINE		55.55
=== VENDOR TOTALS ===			115.45				
=====							
01-04065	CHAHEE	LEE					
-----							
I-201405124726		REFUND: RES REG	90.00				
5/12/2014	APBNK	DUE: 5/12/2014 DISC: 5/12/2014		1099: N			
		REFUND: RES REG		201 34310-000	RECREATION FEES		90.00
=== VENDOR TOTALS ===			90.00				

PACKET: 01026 MAY 9 PAYABLES  
VENDOR SET: 01 City of Falcon Heights  
SEQUENCE : ALPHABETIC  
DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
ST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-03304		DIERS IRRIGATION				
-----						
I-130492		IRRIGATION REPAIRS	148.73			
5/09/2014	APBNK	DUE: 5/09/2014 DISC: 5/09/2014		1099: N		
		IRRIGATION REPAIRS		419 4419-92055-000	CRAWFORD/ALLEY/ARONA MIL	148.73
		=== VENDOR TOTALS ===	148.73			
=====						
01-04092		FISCHER, BART J				
-----						
I-201405094723		REIMB: PARKING FOR MEETING	11.00			
5/09/2014	APBNK	DUE: 5/09/2014 DISC: 5/09/2014		1099: N		
		REIMB: PARKING FOR MEETING		101 4112-86010-000	MILEAGE & PARKING	11.00
		=== VENDOR TOTALS ===	11.00			
=====						
01-05870		XCEL ENERGY				
-----						
I-201405094721		ELECT	2,179.02			
5/09/2014	APBNK	DUE: 5/09/2014 DISC: 5/09/2014		1099: N		
		ELECT		209 4209-85020-000	STREET LIGHTING POWER	2,126.50
		ELECT		209 4209-85020-000	STREET LIGHTING POWER	52.52
		=== VENDOR TOTALS ===	2,179.02			
		=== PACKET TOTALS ===	4,176.84			

PACKET: 01031 May 16th payables  
 VENDOR SET: 01 City of Falcon Heights  
 SEQUENCE : ALPHABETIC  
 DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
BT DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-03110	CENTURY LINK					
I-201405164732		COMM PARK LAND LINE	59.77			
5/16/2014	APBNK	DUE: 5/16/2014 DISC: 5/16/2014		1099: N		
		COMM PARK LAND LINE		101 4141-85011-000	TELEPHONE - LANDLINE	59.77
		=== VENDOR TOTALS ===	59.77			
=====						
01-03123	CINTAS CORPORATION #470					
I-470409847		TOILET TISSUE/TOWELS	87.78			
5/16/2014	APBNK	DUE: 5/16/2014 DISC: 5/16/2014		1099: N		
		TOILET TISSUE/TOWELS		101 4131-70110-000	SUPPLIES	87.78
		=== VENDOR TOTALS ===	87.78			
=====						
01-03122	CITY OF ST PAUL					
I-IN00001557		ST LIGHTS MAINTENANCE	187.46			
5/16/2014	APBNK	DUE: 5/16/2014 DISC: 5/16/2014		1099: N		
		ST LIGHTS MAINTENANCE		209 4209-87120-000	REPAIR & MAINTENANCE	187.46
I-in00001558		METERIAL COSTS ST LITE MAINT	24.21			
5/16/2014	APBNK	DUE: 5/16/2014 DISC: 5/16/2014		1099: N		
		METERIAL COSTS ST LITE MAINT		209 4209-87120-000	REPAIR & MAINTENANCE	24.21
		=== VENDOR TOTALS ===	211.67			
=====						
01-03124	COURT SERVICE AND REPAIR					
I-814		FILL CRACKS TENNIS COURT	550.00			
5/16/2014	APBNK	DUE: 5/16/2014 DISC: 5/16/2014		1099: N		
		FILL CRACKS TENNIS COURT		101 4141-87120-000	FACILITIES & GROUND MAIN	550.00
		=== VENDOR TOTALS ===	550.00			
=====						
01-03527	DELEGARD TOOL COMPANY					
I-901612		SCREW DRIVER KITS	185.52			
5/16/2014	APBNK	DUE: 5/16/2014 DISC: 5/16/2014		1099: N		
		SCREW DRIVER KITS		101 4132-70120-000	SUPPLIES	185.52
		=== VENDOR TOTALS ===	185.52			



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-----ID-----			GROSS	P.O. #		
BT DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-03300		DISCOUNT STEEL, INC				
I-1987681		STRIP STEEL	48.60			
5/16/2014	APBNK	DUE: 5/16/2014 DISC: 5/16/2014		1099: N		
		STRIP STEEL		101 4131-70110-000	SUPPLIES	48.60
=== VENDOR TOTALS ===			48.60			
=====						
01-04000		EHLERS AND ASSOCIATES				
I-348160		TIF 1-2 PROF SVCS	563.75			
5/16/2014	APBNK	DUE: 5/16/2014 DISC: 5/16/2014		1099: N		
		TIF 1-2 PROF SVCS/DEDERTIFICA		412 4412-81900-000	OTHER PROFESSIONAL SERVI	563.75
=== VENDOR TOTALS ===			563.75			
=====						
01-05166		GRAINGER, W. W., INC.				
I-7433381622		EAR PLUGS AND MUFFS	260.80			
5/16/2014	APBNK	DUE: 5/16/2014 DISC: 5/16/2014		1099: N		
		EAR PLUGS AND MUFFS		101 4132-70120-000	SUPPLIES	260.80
=== VENDOR TOTALS ===			260.80			
=====						
01-04570		JOSEPH, KATRINA E.				
I-201405164729		APRIL PROSECUTIONS	2,500.00			
5/16/2014	APBNK	DUE: 5/16/2014 DISC: 5/16/2014		1099: Y		
		APRIL PROSECUTIONS		101 4123-80200-000	LEGAL FEES	2,500.00
=== VENDOR TOTALS ===			2,500.00			
=====						
01-04587		KEYSTONE AUTOMOTIVE				
I-M1526918		LACQUER THINNER/GREASE REMOVE	36.76			
5/16/2014	APBNK	DUE: 5/16/2014 DISC: 5/16/2014		1099: N		
		LACQUER THINNER/GREASE REMOVER		101 4132-70120-000	SUPPLIES	36.76
=== VENDOR TOTALS ===			36.76			
=====						
01-05440		LOFFLER COMPANIES, INC				
I-15280918		COPIER CHARGES	237.91			
5/16/2014	APBNK	DUE: 5/16/2014 DISC: 5/16/2014		1099: N		
		COPIER CHARGES		101 4112-87000-000	REPAIR OFFICE EQUIPMENT	237.91
=== VENDOR TOTALS ===			237.91			

PACKET: 01031 May 16th payables  
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DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #			
BT DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----		DISTRIBUTION
=====							
01-05582	MENARDS						
I-201405164731		LED/SCREWS/WALL CABINET	131.03				
5/16/2014	APBNK	DUE: 5/16/2014 DISC: 5/16/2014		1099: N			
		LED/SCREWS/WALL CABINET		101 4131-70110-000	SUPPLIES		131.03
		=== VENDOR TOTALS ===	131.03				
=====							
01-05670	METRO PRODUCTS INC						
I-101		BENCH WIRE WHEEL BRUSHES	101.62				
5/16/2014	APBNK	DUE: 5/16/2014 DISC: 5/16/2014		1099: N			
		BENCH WIRE WHEEL BRUSHES		101 4132-70120-000	SUPPLIES		101.62
		=== VENDOR TOTALS ===	101.62				
=====							
01-06185	RAMSEY COUNTY						
I-PUBW 013 556		MAR & APR PLOWING/SALT	1,681.29				
5/16/2014	APBNK	DUE: 5/16/2014 DISC: 5/16/2014		1099: N			
		MAR & APR PLOWING/SALT		101 4132-83030-000	SNOW REMOVAL		1,681.29
		=== VENDOR TOTALS ===	1,681.29				
=====							
01-06301	SAMS CLUB DISCOVER CARD						
I-201405164728		SERVING DOOR IN KITCHEN	1,480.95				
5/16/2014	APBNK	DUE: 5/16/2014 DISC: 5/16/2014		1099: N			
		SERVING DOOR IN KITCHEN		401 4401-90100-000	FURNITURE & EQUIPMENT		1,295.00
		ACRYLIC COVER STREET LITE		209 4209-87120-000	REPAIR & MAINTENANCE		185.95
		=== VENDOR TOTALS ===	1,480.95				
=====							
01-0513	SHORT ELLIOTT HENDRICKSON						
I-280808		MS4 PERMIT	308.45				
5/16/2014	APBNK	DUE: 5/16/2014 DISC: 5/16/2014		1099: N			
		MS4 PERMIT		602 4602-81900-000	OTHER PROFESSIONAL SERVI		308.45
		=== VENDOR TOTALS ===	308.45				
=====							
01-00878	US BANCORP						
I-201405164730		PARKING EXP	6.00				
5/16/2014	APBNK	DUE: 5/16/2014 DISC: 5/16/2014		1099: N			
		PARKING EXP		101 4112-86010-000	MILEAGE & PARKING		6.00
		=== VENDOR TOTALS ===	6.00				

PACKET: 01031 May 16th payables  
VENDOR SET: 01 City of Falcon Heights  
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DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----		GROSS	P.O. #		
ST DATE	BANK CODE	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
01-00880	US BANK HSA CUSTODIAN FOR BART				

E-201405164733	MAY HSA DEDUCTION	545.84			
5/16/2014	APBNK		1099: N		
	DUE: 5/16/2014 DISC: 5/16/2014				
	MAY HSA DEDUCTION		101 21714-000	HSA FLEX PAYAB LE	480.30
	MAY HSA DEDUCTION		206 21714-000	HSA FLEX PAYABLE	27.29
	MAY HSA DEDUCTION		601 21714-000	HSA FLEX PAYABLE	21.83
	MAY HSA DEDUCTION		602 21714-000	HSA FLEX PAYABALE	16.42

=== VENDOR TOTALS === 545.84

=== PACKET TOTALS === 8,997.74

Fed withholdings	5823.77
st withholdings	902.84
Pera	3069.95
Icma	2325.00

21,119.30

-----ID-----			GROSS	P.O. #			
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----		DISTRIBUTION
=====							
01	55	MEDICS TRAINING					
-----							
I-9633		EMT/EMR MAY 20TH TNG	550.00				
5/21/2014	APBNK	DUE: 5/21/2014 DISC: 5/21/2014		1099: N			
		EMT/EMR MAY 20TH TNG		101 4124-86020-000	TRAINING		550.00
=== VENDOR TOTALS ===			550.00				
=====							
01-05273		MN PUBLIC EMPLOYEES INSURANCE					
-----							
I-201405214737		JUNE HEALTH INSURANCE	6,482.30				
5/21/2014	APBNK	DUE: 5/21/2014 DISC: 5/21/2014		1099: N			
		JUNE HEALTH INSURANCE		101 4112-89000-000	MISCELLANEOUS		6,482.30
=== VENDOR TOTALS ===			6,482.30				
=====							
01-07263		NEXTEL COMMUNICATIONS, INC					
-----							
I-201405214735		CELL PHONES PW	106.04				
5/21/2014	APBNK	DUE: 5/21/2014 DISC: 5/21/2014		1099: N			
		CELL PHONES PW		101 4121-85015-000	CELL PHONE		48.04
		CELL PHONES PW		101 4131-85015-000	CELL PHONE		11.60
		CELL PHONES PW		101 4141-85015-000	CELL PHONE		11.60
		CELL PHONES PW		101 4132-85015-000	CELL PHONE		11.60
		CELL PHONES PW		601 4601-85015-000	CELL PHONE		11.60
		CELL PHONES PW		602 4602-85015-000	CELL PHONES		11.60
=== VENDOR TOTALS ===			106.04				
=====							
01-06525		SUBURBAN ACE HARDWARE					
-----							
I-201405214736		KEYS/TOOLS/FASTENERS/SUPPLIES	214.92				
5/21/2014	APBNK	DUE: 5/21/2014 DISC: 5/21/2014		1099: N			
		KEYS/TOOLS/FASTENERS/SUPPLIES		101 4131-70110-000	SUPPLIES		163.08
		FASTENERS/EXPOXY		209 4209-70100-000	SUPPLIES		51.84
=== VENDOR TOTALS ===			214.92				
=====							
01-06685		TRAFFIX GRAFFIX					
-----							
I-6341		CITY SIGNAGE	305.00				
5/21/2014	APBNK	DUE: 5/21/2014 DISC: 5/21/2014		1099: N			
		CITY SIGNAGE		101 4132-75100-000	STREET SIGNS		305.00
=== VENDOR TOTALS ===			305.00				
=== PACKET TOTALS ===			7,658.26				

EMP #	NAME	AMOUNT
0004	BART J FISCHER	2,502.13
01-1010	MICHELLE C TESSER	1,500.17
01-1014	CHELSEA PETERSEN	1,024.80
01-1136	ROLAND O OLSON	1,426.45
01-1150	JOHN R ONEILL	441.36
01-1038	DEBORAH K JONES	1,621.12
01-0085	DANIEL S JOHNSON-POWERS	96.40
01-0086	RICHARD H HINRICHS	245.57
01-0087	MICHAEL A MCKAY	121.51
01-0095	MICHAEL J POESCHL	137.73
01-0105	ANTON M FEHRENBACH	90.78
01-0106	SCOTT A TESCH	126.79
01-0123	BRYAN R SULLIVAN	281.09
01-0124	MICHAEL D KRUSE	115.71
01-1030	TIMOTHY J PITTMAN	1,626.31
01-1033	DAVE TRETSEVEN	1,485.38
01-1143	COLIN B CALLAHAN	1,073.05
01-1149	JONATHON R PERKINS	863.14

TOTAL PRINTED: 18 14,779.49

5-13-2014 10:35 AM PAYROLL CHECK REGISTER  
 PAYROLL NO: 01 City of Falcon Heights

PAGE: 1  
 PAYROLL DATE: 5/13/2014

EMP NO	EMPLOYEE NAME	TYPE	CHECK DATE	CHECK AMOUNT	CHECK NO.
0034	KURHAJETZ, CLEMENT	R	5/13/2014	185.96	082675
00	ANDERSON, KEVIN	R	5/13/2014	70.02	082676
00	GAFFNEY, PATRICK	R	5/13/2014	164.89	082677
0104	VANN, VINCENT A	R	5/13/2014	32.43	082678
0119	WICK, JEFFREY M	R	5/13/2014	110.57	082679
0126	SMITH, BENJAMIN J	R	5/13/2014	100.49	082680
0128	ROSENBERG, NICHOLAS M	R	5/13/2014	64.46	082681
0130	RABEK, PAUL A	R	5/13/2014	31.93	082682
0131	THOMAS, DAVID M	R	5/13/2014	29.19	082683
0172	ARCAND, MICHAEL W	R	5/13/2014	374.53	082684
0164	MILLER, ALLISON	R	5/13/2014	74.34	082685

5-13-2014 10:35 AM PAYROLL CHECK REGISTER  
 PAYROLL NO: 01 City of Falcon Heights

PAGE: 2  
 PAYROLL DATE: 5/13/2014

\*\*\* REGISTER TOTALS \*\*\*

REGULAR CHECKS:	11	1,238.81
DIRECT DEPOSIT REGULAR CHECKS:	18	14,779.49
MANUAL CHECKS:		
PRINTED MANUAL CHECKS:		
DIRECT DEPOSIT MANUAL CHECKS:		
VOIDED CHECKS:		
NON CHECKS:		
TOTAL CHECKS:	29	16,018.30

\*\*\* NO ERRORS FOUND \*\*\*

\*\* END OF REPORT \*\*





*The City That Soars!*

## REQUEST FOR COUNCIL ACTION

<b>Meeting Date</b>	May 28, 2014
<b>Agenda Item</b>	Consent F2
<b>Attachment</b>	N/A
<b>Submitted By</b>	Chelsea Petersen, Administrative Coordinator

<b>Item</b>	Approval of City Licenses
<b>Description</b>	<p>The following individual has applied for a <u>Mechanical License</u> for 2014. Staff has received the necessary documents for licensure.</p> <ol style="list-style-type: none"> <li>1. Marsh Heating &amp; Air Conditioning Co, Inc.</li> <li>2. Deschene Enterprises</li> <li>3. AAA Plumbing By Newstrom, Inc.</li> </ol> <p>The following individual has applied for a <u>Bus Bench License</u> for 2014. Staff has received the necessary documents for licensure.</p> <ol style="list-style-type: none"> <li>1. US Bench Corporation</li> </ol>
<b>Budget Impact</b>	
<b>Attachment(s)</b>	N/A
<b>Action(s) Requested</b>	Staff recommends that the Falcon Heights City Council approve the 2014 City License Applications.







*The City That Soars!*

## REQUEST FOR COUNCIL ACTION

<b>Meeting Date</b>	May 28, 2014
<b>Agenda Item</b>	Consent F3
<b>Attachment</b>	Application
<b>Submitted By</b>	Mayor Peter Lindstrom

<b>Item</b>	City Commission Appointment
<b>Description</b>	I recommend Shirley A. Reider be appointed to the Falcon Heights Neighborhood Commission.
<b>Budget Impact</b>	N/A
<b>Attachment(s)</b>	Shirley A. Reider's application.
<b>Action(s) Requested</b>	Approval of the above appointment.

**From:** [Please Do Not Click Reply](#)  
**To:**  
**Subject:** City Commission Application (form) has been filled out on your site.  
**Date:** Wednesday, March 26, 2014 2:00:52 PM

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Your Site has received new information through a form.

Form: City Commission Application

Site URL: [www.falconheights.org](http://www.falconheights.org)

-----  
Date: March 26, 2014

Name: Shirley A. Reider

Street Address:

City, State, Zip Code: Falcon Heights MN 55113

Phone Number: (H)

Additional Phone Number: Office:

Email:

How Long at Above Address?: Since July 2012

In Which Capacity Would You Like to Serve?: Volunteer on Neighborhood Commission.

What is the Reason You Would Like to Serve?: I have always been involved in volunteer community service as well as professional volunteer services. I appreciate a community that works together to resolves problems and to enhance the quality of our lives.

List Prior (Previous) Public Service: Starting in the early 1980's until 2001 or 2002, served on the Snelling Hamline Community Council and then on the newly formed Union Park CC. Since the 1980's to the present, I provide the food for all the volunteers at the annual combined districts clean up. I served as a volunteer on the Citizen Advisory Committee(CAC) to the Capital Region Watershed District(CRWD) between 2002 and 2012. Currently, I am a member of the Board of Managers for the CRWD. Over the years, I have served on various police and criminal justice related committees and boards. I've also served on various commissions for the Judicial system, state and local government committees and on committees for the Minnesota State Bar.

Other Relevant Background (Other Comments): I am an attorney currently with a practice focused on real estate and probate. I also represent Guardian ad Litem in Hennepin County Juvenile Court involving neglected children.

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## REQUEST FOR COUNCIL ACTION

<b>Meeting Date</b>	May 28, 2014
<b>Agenda Item</b>	Consent F4
<b>Attachment</b>	N/A
<b>Submitted By</b>	Clem Kurhajetz, Fire Chief

<b>Item</b>	Appointment of a Firefighter
<b>Description</b>	<p>The Falcon Heights Fire Department recommends hiring the following:</p> <p>-Andrew Temmen</p> <p>Andrew has met the qualifications for one of the vacant firefighter positions.</p>
<b>Budget Impact</b>	The costs associated with training the new personnel and on call pay is incorporated into the annual budget.
<b>Attachment(s)</b>	N/A
<b>Action(s) Requested</b>	Staff recommends that the Falcon Heights City Council approve Andrew Temmen as a City of Falcon Heights Firefighter.





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## REQUEST FOR COUNCIL ACTION

<b>Meeting Date</b>	May 28, 2014
<b>Agenda Item</b>	Consent F5
<b>Title</b>	Bulky Waste Recycling Project
<b>Submitted By</b>	Deborah Jones, Zoning & Planning Director

<b>Item</b>	Public Entity Bulk Waste Recycling Innovation Grant – Service agreement with consultant for project implementation, contingent on receiving grant
<b>Background</b>	<p>In 2013, Falcon Heights and Lauderdale were awarded a Public Entity Innovation Grant to conduct a pilot study of bulky waste collection and recycling at single family homes. The project was carried out successfully last summer. The two cities have applied for a new grant for up to \$60,000 to extend the study to multi-family apartment buildings. The proposed 2014 project has two parts, a survey phase to determine the bulky waste needs and issues for apartment owners and residents, and a limited pilot recycling event scheduled around "move-out weekend" at the beginning of September. The form of the event - and the decision on whether or not to go ahead with it - will depend on the results of the survey phase. The grant application is pending, with a decision expected in the next couple of weeks.</p> <p>Ramsey County requires one city to act as custodian of grant funds. Both cities have agreed that Falcon Heights will act in this capacity, if a grant is awarded. Falcon Heights will receive the grant funds from Ramsey County and pay invoices for the project. In this year's project most of the project work will be done by a consultant, Foth Infrastructure and Environment, LLC, which assisted with last year's project. As financial custodian for grant funds, Falcon Heights needs to implement an agreement for professional services with Foth. The projected cost of \$27,000 would be covered entirely by the grant.</p> <p>Although a decision on the grant has not been received, staff would like to be able to proceed with the project as soon an award is confirmed. Staff is requesting that the service agreement be approved now, contingent on the cities' receiving the grant.</p> <p>The City Attorney has reviewed the agreement and recommends moving forward contingent upon receipt of the grant.</p>
<b>Budget Impact</b>	In-kind contribution of staff time 40 – 80 hours plus related administrative costs.
<b>Attachment</b>	Agreement for Professional Services with Foth Infrastructure & Environment
<b>Action Requested</b>	Motion to approve an agreement between the City of Falcon Heights and Foth Infrastructure and Environment, LLC, for consulting services on the grant project. This agreement is contingent upon the cities' receiving the grant.

# PROFESSIONAL SERVICES AGREEMENT

**AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the **CITY OF FALCON HEIGHTS**, a Minnesota municipal corporation ("City") and **FOTH INFRASTRUCTURE & ENVIROMENT, LLC**, a Minnesota limited liability company ("FOTH"), hereinafter referred to as "Engineer".

**IN CONSIDERATION OF THEIR MUTUAL COVENANTS, THE PARTIES AGREE AS FOLLOWS:**

**1. SCOPE OF SERVICES.** The City retains Engineer to furnish the services set forth on the attached Exhibit "A" to the City of Falcon Heights and the City of Lauderdale. The Engineer agrees to perform the services. Engineer shall provide all personnel, supervision, services, materials, tools, equipment and supplies and do all things necessary and ancillary thereto specified on Exhibit "A". The work to be performed under this Agreement shall be done under the review of a professional engineer licensed in the State of Minnesota, who shall attest that the work will be performed in compliance with all applicable codes and engineering standards. The work shall be performed in accordance with the Contract Documents, which includes this Agreement and the Exhibits: Exhibit "A" – Scope of Services, Exhibit "B" – Schedule of Payment and Fee Schedule. In the event any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the following order: (i) this Agreement; (ii) Exhibit "A", and (iii) Exhibit "B".

**2. REPRESENTATIVES.** City has designated Deb Jones (the "City Representative"), and the Engineer has designated Dan Krivit (the "FOTH Representative"). The City Representative and the FOTH Representative shall be available as often as is reasonably necessary for reviewing the Services.

**3. COMPENSATION.** Engineer shall be paid by the City for the services described in Paragraph 1 on an hourly basis in accordance with the attached fee schedule, Exhibit "B", but not to exceed \$27,000.00 inclusive of taxes, if any, and reimbursable costs.

**4. COMPLETION DATE.** The Engineer must complete the services by December 31, 2014.

**5. DOCUMENTS.** The City shall be the owner of all documents, reports, studies, analysis and the like prepared by the Engineer in conjunction with this contract.

**6. COMPLIANCE WITH LAWS AND REGULATIONS.** In providing services hereunder, Engineer shall abide by all statutes, ordinances, rules and regulations pertaining to the provisions of services to be provided.

**7. STANDARD OF CARE.** Engineer shall exercise the same degrees of care, skill, and diligence in the performance of the Services as is ordinarily possessed and exercised by a professional engineer under similar circumstances. No other warranty, expressed or implied, is

included in this Agreement. City shall not be responsible for discovering deficiencies in the accuracy of Engineer's services.

**8. INDEMNIFICATION.** The Engineer shall indemnify and hold harmless the City, its officers, agents, and employees, of and from any and all claims, demands, actions, causes of action, including costs and attorney's fees, to the extent caused by the negligent acts or omissions of the Engineer.

**9. INSURANCE.** Engineer shall secure and maintain such insurance as will protect Engineer from claims under the Worker's Compensation Acts, automobile liability, and from claims for bodily injury, death, or property damage which may arise from the performance of services under this Agreement. Such insurance shall be written for amounts not less than:

Commercial General Liability	\$1,000,000 each occurrence/aggregate
Automobile Liability	\$1,000,000 combined single limit
Excess/Umbrella Liability	\$2,000,000 each occurrence/aggregate

The City shall be named as an additional insured on the general liability and umbrella policies.

The Engineer shall secure and maintain a professional liability insurance policy. Said policy shall insure payment of damages for legal liability arising out of the performance of professional services for the City, in the insured's capacity as Engineer, if such legal liability is caused by a negligent act, error or omission of the insured or any person or organization for which the insured is legally liable. Said policy shall provide minimum limits of \$1,000,000 with a deductible maximum of \$125,000 unless the City agrees to a higher deductible.

Before commencing work the Engineer shall provide the City a certificate of insurance evidencing the required insurance coverage in a form acceptable to the City. The certificate shall provide that such insurance cannot be cancelled until thirty (30) days after the City has received written notice of the insurer's intention to cancel this insurance.

**10. INDEPENDENT CONTRACTOR.** The City hereby retains the Engineer as an independent contractor upon the terms and conditions set forth in this Agreement. The Engineer is not an employee of the City and is free to contract with other entities as provided herein. Engineer shall be responsible for selecting the means and methods of performing the work. Engineer shall furnish any and all supplies, equipment, and incidentals necessary for Engineer's performance under this Agreement. City and Engineer agree that Engineer shall not at any time or in any manner represent that Engineer or any of Engineer's agents or employees are in any manner agents or employees of the City. Engineer shall be exclusively responsible under this Agreement for Engineer's own FICA payments, workers compensation payments, unemployment compensation payments, withholding amounts, and/or self-employment taxes if any such payments, amounts, or taxes are required to be paid by law or regulation.

**11. SUBCONTRACTORS.** Engineer shall not enter into subcontracts for services provided under this Agreement without the express written consent of the City. Engineer shall comply with Minnesota Statute § 471.425. Engineer must pay Subcontractor for all undisputed

services provided by Subcontractor within ten days of Engineer's receipt of payment from City. Engineer must pay interest of 1.5 percent per month or any part of a month to Subcontractor on any undisputed amount not paid on time to Subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10.

**12. ASSIGNMENT.** Neither party shall assign this Agreement, nor any interest arising herein, without the written consent of the other party.

**13. WAIVER.** Any waiver by either party of a breach of any provisions of this Agreement shall not affect, in any respect, the validity of the remainder of this Agreement.

**14. ENTIRE AGREEMENT.** The entire agreement of the parties is contained herein. This Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties, unless otherwise provided herein.

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

**16. COPYRIGHT.** Engineer shall defend actions or claims charging infringement of any copyright or patent by reason of the use or adoption of any designs, drawings or specifications supplied by it, and it shall hold harmless the City from loss or damage resulting there from.

**17. RECORDS.** The Engineer shall maintain complete and accurate records of time and expense involved in the performance of services.

**18. MINNESOTA GOVERNMENT DATA PRACTICES ACT.** Engineer must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to (1) all data provided by the City pursuant to this Agreement, and (2) all data, created, collected, received, stored, used, maintained, or disseminated by the Engineer pursuant to this Agreement. Engineer is subject to all the provisions of the Minnesota Government Data Practices Act, including but not limited to the civil remedies of Minnesota Statutes Section 13.08, as if it were a government entity. In the event Engineer receives a request to release data, Engineer must immediately notify City. City will give Engineer instructions concerning the release of the data to the requesting party before the data is released. Engineer agrees to defend, indemnify, and hold City, its officials, officers, agents, employees, and volunteers harmless from any claims resulting from Engineer's officers', agents', city's, partners', employees', volunteers', assignees' or subcontractors' unlawful disclosure and/or use of protected data. The terms of this paragraph shall survive the cancellation or termination of this Agreement.

**19. TERMINATION.** This Agreement may be terminated by City on two (2) days' written notice delivered to Engineer at the address on file with the City. Upon termination under this provision if there is no fault of the Engineer, the Engineer shall be paid for services rendered



and reimbursable expenses until the effective date of termination. If the City terminates the Agreement because the Engineer has failed to perform in accordance with this Agreement, no further payment shall be made to the Engineer, and the City may retain another engineer to undertake or complete the work identified in Paragraph 1.

**CITY OF FALCON HEIGHTS**

**FOTH INFRASTRUCTURE  
& ENVIROMENT, LLC**

BY: \_\_\_\_\_  
Peter Lindstrom, Mayor

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

BY: \_\_\_\_\_  
Bart Fischer, City Administrator/City Clerk

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

Dated: \_\_\_\_\_, 2014

Dated: \_\_\_\_\_, 2014

## **EXHIBIT A**

### **SCOPE OF SERVICES**

1. Technical and strategic assistance to the Cities of Falcon Heights and Lauderdale, Minnesota related to the pilot study of collection and recycling of “bulky” waste from multi-unit residential properties in the two cities.
2. Technical assistance with surveys, data systems and analysis to determine the perceived needs and issues of multi-unit property owners/managers and residents relating to bulky waste removal needs.
3. Technical assistance to determine the need for and possible logistics of a pilot program for those wastes.
4. Reports-writing to summarize the various findings of the study projects.
5. Two presentations to the City Council of Falcon Heights and two presentation to the City Council of Lauderdale of the interim and study results.

## **EXHIBIT B**

### **SCHEDULE OF PAYMENT AND FEE SCHEDULE**

ENGINEER's services will be provided on a time and materials basis using the rates currently used for ENGINEER's existing Technical Assistance Project for Ramsey County. ENGINEER will provide services related to this project up to the total budget allocation of \$27,000, inclusive of taxes, if any, and reimbursable costs, at which time services will be suspended unless additional funds are secured. Dan Krivit's hourly rate will be \$150.00; Susan Young's hourly rate will be \$120.00; Curt Hartog will serve as technical coordinator at a rate of \$140.00/hour; Debra Casmer will provide project management assistance at a rate of \$75.00/hour; Roni Oman will provide administrative assistance at a rate of \$68.00/hour.

ENGINEER will invoice the City for services monthly. Payments are due and payable thirty (30) days from the date of the ENGINEER's invoice.





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## REQUEST FOR COUNCIL ACTION

<b>Meeting Date</b>	May 28, 2014
<b>Agenda Item</b>	Policy G1
<b>Title</b>	Acceptance of Park Improvement Study
<b>Submitted By</b>	Michelle Tesser, Assistant to the City Administrator Bart Fischer, City Administrator

<b>Item</b>	Acceptance of the Park Improvement Study by WSB & Associates
<b>Background</b>	<p>Over the past several months, WSB &amp; Associates have been assisting the City by conducting a Park Improvement Study. The Study has included open houses, surveys and conversations by the consultant with key stakeholders. At the March 26, 2014, City Council meeting, Candace Amberg of WSB provided a presentation on the Draft Park Improvement Study.</p> <p>Since that meeting, Candace has made some minor revisions to the draft and has presented the Park Improvement Study to the City Council for acceptance.</p>
<b>Budget Impact</b>	N/A
<b>Attachment</b>	The <i>Falcon Heights Park Improvement Study</i> will be available on the Parks & Recreation page of the City's website no later than Tuesday, May 27 <sup>th</sup> .
<b>Action Requested</b>	Motion to accept the Park Improvement Study conducted on the City's behalf by WSB & Associates.





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## REQUEST FOR COUNCIL ACTION

<b>Meeting Date</b>	May 28, 2014
<b>Agenda Item</b>	Policy G2
<b>Attachment</b>	N/A
<b>Submitted By</b>	Chelsea Petersen, Administrative Coordinator

<b>Item</b>	Approval of City License
<b>Description</b>	The following individual has applied for a <u>Home Occupation License</u> for 2014. Staff has received the necessary documents for licensure. 1. Pamela M. Harris, PLLC
<b>Budget Impact</b>	
<b>Attachment(s)</b>	N/A
<b>Action(s) Requested</b>	Staff recommends that the Falcon Heights City Council approve the 2014 City License Application.







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## REQUEST FOR COUNCIL ACTION

<b>Meeting Date</b>	May 28, 2014
<b>Agenda Item</b>	Policy G3
<b>Attachment</b>	N/A
<b>Submitted By</b>	Chelsea Petersen, Administrative Coordinator

<b>Item</b>	Approval of City License
<b>Description</b>	The following individual has applied for a <u>Home Occupation License</u> for 2014. Staff has received the necessary documents for licensure. <ol style="list-style-type: none"> <li>1. Cyberwares, LLC</li> </ol>
<b>Budget Impact</b>	
<b>Attachment(s)</b>	N/A
<b>Action(s) Requested</b>	Staff recommends that the Falcon Heights City Council approve the 2014 City License Application.