### CITY OF FALCON HEIGHTS

Regular Meeting of the City Council City Hall 2077 West Larpenteur Avenue

> AGENDA July 23, 2014 7:00 p.m.

A.	CALL TO ORDER:
В.	ROLL CALL: LINDSTROM HARRIS GOSLINE LONG MERCER-TAYLOR
	STAFF PRESENT: FISCHER
C.	PRESENTATIONS: 1.
D.	APPROVAL OF MINUTES: June 25, 2014
E.	PUBLIC HEARINGS:
F.	CONSENT AGENDA:  1. General Disbursements through 7/15/2014: \$234,364.51 Payroll through 7/15/2014: \$43,389.16  2. Approval of City Licenses 3. Authorization of an Escrow Agreement in Connection with Lease Revenue Bonds (Kaleidoscope Charter School Project) Series 2007A  4. Approval for City Hall Carpet 5. Joint Power Agreement with the St Paul Port Authority for a Property Assessed Clean Energy Program 6. Professional Services Agreement with WSB & Associates, Inc. for Planning Services
G:	POLICY ITEMS: 1. Resolution Accepting Council Member Keith Gosline's Resignation
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 June 25, 2014 7:00 p.m.

- A. CALL TO ORDER: 7:00pm
- B. ROLL CALL: LINDSTROM \_X\_ HARRIS \_X\_ GOSLINE \_X\_ LONG \_X\_ MERCER-TAYLOR \_AB\_

STAFF PRESENT: FISCHER \_X\_ TESSER \_X\_ PITTMAN \_X\_

- C. PRESENTATIONS:
  - 1. Annual MS4 Presentation-Tim Pittman Public Works Director Public Works Director Tim Pittman provided the annual MS4 presentation and answered questions from Council.
- D. APPROVAL OF MINUTES: June 11, 2014 APPROVED
- E. PUBLIC HEARINGS:
- F. CONSENT AGENDA:

Pam Harris Moved, Approval 4-0

1. General Disbursements through 6/16/2014: \$96,070.66

Payroll through 6/15/2014: \$17,208.13

- 2. Approval of City Licenses
- 3. Appointment of Chelsea Petersen as Community Development Coordinator
- G: POLICY ITEMS:
  - 1. Approval of Park Master Plan Consultant Contract with WSB

Chuck Long Moved, Approval 4-0

Assistant to the City Administrator Michelle Tesser presented the agenda item and answered questions from Council.

2. Approval of the Contract Agreement for Police Services with the City of St. Anthony

Pam Harris Moved, Approval 4-0

City Administrator Bart Fischer presented the staff report and draft contract, and answered questions from Council. Council members provided positive comments on the current Police Department service.

#### 3. Appointment of Regular, Part-Time Fire Chief

Chuck Long Moved, Approval 4-0

City Administrator Bart Fischer presented the agenda item and answered questions from Council. Fischer and Mayor Peter Lindstrom recognized current Chief Clem Kurhajetz for his excellent service to the Falcon Heights Fire Department.

### H. INFORMATION/ANNOUNCEMENTS:

### Council Member Keith Gosline

-Provided an update on the recent NYFS board meeting.

### Mayor Peter Lindstrom

- -Announced that he has been invited to be on a Humphrey School panel to give a presentation on Falcon Heights' sustainability efforts.
- -Announced that the recent Movie in the Park was a great family event.

### Assistant to the City Administrator Michelle Tesser

- -Announced the following upcoming events:
  - -Parents' Night Out, July 18th and August 8th from 5-9pm
  - -Ice Cream Social, July 24th from 6-8pm
  - -August recreation camp registrations are still open
  - -Night to Unite, August 5th. Block parties may be registered by calling City Hall.

### City Administrator Bart Fischer

- -Announced that the City of Falcon Heights will be hosting an American Red Cross Blood Drive at City Hall on July 1st from 9am-3pm.
- I. COMMUNITY FORUM:
- J. ADJOURNMENT: 7:32pm



# REQUEST FOR COUNCIL ACTION

Meeting Date	July 23, 2014
Agenda Item	Consent F1
Attachment	General Disbursements and Payroll
Submitted By	Roland Olson, Finance Director

Item	General Disbursements and Payroll
Description	General Disbursements through 7/15/2014: \$234,364.51 Payroll through 7/15/2014: \$43,389.16
<b>Budget Impact</b>	
Attachment(s)	General Disbursements and Payroll
Action(s) Requested	Staff recommends that the Falcon Heights City Council approve general disbursements and payroll.

Families, Fields and Fair

8,231.42

1,724.50

PACKET: 01053 Regular Payables

VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

BLDG INSPECT JAN-MAY

MECH INSPECT JAN-MAY

=== VENDOR TOTALS ===

	ANK CODE	DESCRIPTION				ACCOUNT NAME	
01-00250 AMERI							
I-1002812573 6/23/2014		LINEN CLEANING DUE: 6/23/2014 DISC: LINEN CLEANING	6/23/2014	49.02	1099: N 101 4124-82011-000	LINEN CLEANING	49.02
		=== VENDOR TOTALS ===		49.02			
01-00892 BEARCO		*****************					
I-4299937		RADIO REPAIR		99.76			
6/23/2014	APBNK	DUE: 6/23/2014 DISC: RADIO REPAIR	6/23/2014		1099: N 101 4124-87092-000	REPAIR RADIOS	99.7€
		=== VENDOR TOTALS ===		99.76			
01-00900 BEISS			=======================================				<b></b>
1-462097		MOWER SUPPLIES		160.91			
6/23/2014	APBNK	DUE: 6/23/2014 DISC: MOWER SUPPLIES	6/23/2014		1099: N 101 4141-70100-000	SUPPLIES	160.91
		=== VENDOR TOTALS ===		160.91			
01-05371 BOND 3			========				
I-10834		BOND FEES 2013B EQUIPM	ENT	450.00			
6/23/2014	APBNK	DUE: 6/23/2014 DISC: BOND FEES 2013B EQUIPM			1099: N 312 4312-94900-000	BOND FEES	450.00
		=== VENDOR TOTALS ===		450.00			
975 BOYER							=======================================
I-864417		STRAP ASSEMBLY		79.81			
6/23/2014	APBNK	DUE: 6/23/2014 DISC: STRAP ASSEMBLY	6/23/2014		1099: N 101 4132-87000-000	REPAIR EQUIPMENT	79.81
		=== VENDOR TOTALS ===		79.81			
01-03117 CITY C			========	=========			======================================
I-201406234800	)	JAN-MAY BLDG & MECH IN	SPECTIO	9,955.92			
6/23/2014	APBNK	DUE: 6/23/2014 DISC:	6/23/2014		1099: N		

9,955.92

101 4117-81210-000 BUILDING INSPECTORS
101 4117-81220-000 MECHANICAL INSPECTORS

PACKET: 01053 Regular Payables VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

)ST DATE BANK COD	EDESCRIPTION	GROSS DISCOUNT	G/L ACCOUNT	ACCOUNT NAME	DISTRIBUTION
01-04027 EMERGENCY AP	PARATUS MAINT				
I-73624 6/23/2014 APBNK	FIRE TRUCK MAINT 757 DUE: 6/23/2014 DISC: 6/23/2014 PRE EMPTER REPAIR	152.50	1099: N 101 4124-87029-000	REPAIR OTHER EQUIPMENT	152.50
	=== VENDOR TOTALS ===	152.50			
01-04092 FISCHER, BART	J		=======================================		
I-201406234802 6/23/2014 APBNK	LUNCH REIMB & LMC MEAL REIMB DUE: 6/23/2014 DISC: 6/23/2014 LUNCH WITH MAYOR LUNCH WITH MAYOR	25.48	1099: N 101 4112-89000-000	MISCELLANEOUS CONFERENCES/EDUCATION/AG	15.48
	=== VENDOR TOTALS ===	25.48	101 4112-86100-000	CONFERENCES/EDUCATION/AS	10.00
=======================================	VENDOR TOTALS ===				
01-04998 JACOBSON, BR	IDGET				
I-201406234797 6/23/2014 APBNK	NON-RESIDENT REG REFUND DUE: 6/23/2014 DISC: 6/23/2014 NON-RESIDENT REG REFUND	122.00	1099: N 201 34340-000	NON-RESIDENT FEE	122.00
	=== VENDOR TOTALS ===	122.00			
01-05508 LEE, KYUNG J: I-201406234795	NON-RESIDENT REG REFUND DUE: 6/23/2014 DISC: 6/23/2014	47.00	1099: N		
	NON-RESIDENT REG REFUND		201 34340-000	NON-RESIDENT FEE	47.00
	=== VENDOR TOTALS ===	47.00			
0 5665 METROPOLITAN	COUNCIL				
I-201406234803	2 SAC FEES	4,970.00			
6/23/2014 APBNK	DUE: 6/23/2014 DISC: 6/23/2014 2 SAC FEES		1099: N 601 4601-85070-000	SAC CHARGES	4,970.00
	=== VENDOR TOTALS ===	4,970.00			
01-07263 NEXTEL COMMUN	VICATIONS, INC				
I-610189225-132	CELL PHONE: PW	95.58			
6/23/2014 APBNK	DUE: 6/23/2014 DISC: 6/23/2014		1099: N		
	CELL PHONE: PW		101 4121-85015-000		37.58
	CELL PHONE: PW		101 4131-85015-000		11.60
	CELL PHONE: PW		101 4141-85015-000		11.60
	CELL PHONE: PW		101 4132-85015-000		11.60
	CELL PHONE: PW		601 4601-85015-000		11.60
	CELL PHONE: PW		602 4602-85015-000	CELL PHONES	11.60
	=== VENDOR TOTALS ===	95.58			

PACKET: 01053 Regular Payables

VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

ST DATE BANK COL	DEDESCRIPTION	GROSS DISCOUNT	P.O. # G/L ACCOUNT	ACCOUNT NAME	DISTRIBUTION
01-05367 QUILL CORPOR	RATION	-			
I-05367 6/23/2014 APBNK	SUPPLIES - PENS	6.30			
0/23/2014 APBNR	DUE: 6/23/2014 DISC: 6/23/2014 SUPPLIES - PENS		1099: N 101 4112-70100-000	SUPPLIES	6.30
I-3631286	INK CARTRIDGES AND SUPPLIES	186.79			
6/23/2014 APBNK	DUE: 6/23/2014 DISC: 6/23/2014 INK CARTRIDGES AND SUPPLIES		1099: N 101 4112-70100-000	SUPPLIES	186.75
	=== VENDOR TOTALS ===	193.09			
01-06483 SENTRY SYSTE	MS, INC.	=======================================			
I-691745	MONITORING SERVICES	94.50			
6/23/2014 APBNK	DUE: 6/23/2014 DISC: 6/23/2014 MONITORING SERVICES		1099: N 101 4131-87100-000	PANIC BUTTON SECURITY	94.50
	=== VENDOR TOTALS ===	94.50			
01-06525 SUBURBAN ACE	: HARDWARE				
I-201406234799 6/23/2014 APBNK	PARKS SUPPLIES DUE: 6/23/2014 DISC: 6/23/2014	22.98	1099: N		
V/25/2021	CHAINSAW OIL SEED SOIL		101 4132-74000-000	MOTOR FUEL & LUBRICANTS BOULEVARD MAINTENANCE	16.99 5.99
	=== VENDOR TOTALS ===	22.98			
01-07199 SWANK MOTION	PICTURES INC				<b>=======</b> =============================
"-RG1936586 /23/2014 APBNK	MOVIE IN PARK RENTAL DUE: 6/23/2014 DISC: 6/23/2014 MOVIE IN PARK RENTAL	349.00	1099: N 101 4116-89010-000	SPECIAL EVENTS	349.00
	=== VENDOR TOTALS ===	349.00			
01-07110 W S & D PERM	IT SERVICE				<b>===</b> =================================
I-201406234804 6/23/2014 APBNK	REFUND WINDOWS PERMIT DUE: 6/23/2014 DISC: 6/23/2014 REFUND WINDOWS PERMIT REFUND SURCHARGE	196.50	1099: N 101 32214-000 101 20801-000	WINDOW/SIDING PERMIT DUE TO OTHER GOVERNMENTS	191.75 4.75

196.50

=== VENDOR TOTALS ===

6/23/2014 2:05 PM

A/P Regular Open Item Register

PAGE: 4

PACKET: 01053 Regular 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 

01-05870 XCEL ENERGY

I-201406234801

ELECT

I-201406234801 ELECT
6/23/2014 APBNK DUE: 6/23/2014 DISC: 6/23/2014

ELECT GAZEBO

ELECT SNELLING HOYT SIGN AREA

21.99

101 4141-85020-000 ELECTRIC/GA3

1099: N

209 4209-85020-000 STREET LIGHTING POWER 10.86

=== VENDOR TOTALS ===

=== PACKET TOTALS === 17,086.04

21.99

167.89

PACKET: 01055 JUNE 25 PAYABLES VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

SHOP TOWEL/TP/SUPPLIES

=== VENDOR TOTALS ===

	BANK COD			P.O. # G/L ACCOUNT	ACCOUNT NAME	DISTRIBUTION
		E DISTRIBUTORS		=======================================		=======================================
I-S047841374 6/26/2014		4 TIRES 5650 BOBCAT DUE: 6/26/2014 DISC: 6/26/2014 4 TIRES 5650 BOBCAT	757.92	1099: N 101 4132-87000-000	REPAIR EQUIPMENT	757.92
		=== VENDOR TOTALS ===	757.92			
)1-00295 AVR,				=======================================		=========
I-97340 6/26/2014	APBNK	CONCRETE FOR SIDEWALKS DUE: 6/26/2014 DISC: 6/26/2014 CONCRETE FOR SIDEWALKS	1,021.46	1099: N 419 4419-92005-000	SIDEWALK IMPROVEMENTS	1,021.46
		=== VENDOR TOTALS ===	1,021.46			
01-00974 BOLT		ENK				
I-0166997 6/25/2014	APBNK	LAND SURVEYOR DUE: 6/25/2014 DISC: 6/25/2014 LAND SURVEYOR	390.00	1099: N 601 4601-87230-000	CONTROL PANLE (LIFT STAT	390.00
		=== VENDOR TOTALS ===	390.00			
01-05422 BP	======			=======================================		
I-2014062648	16	FUEL	1,703.28			
6/25/2014	APBNK	DUE: 6/25/2014 DISC: 6/25/2014 FUEL SWEEPER FUEL		1099: N 101 4132-74000-000 602 4602-74000-000	MOTOR FUEL & LUBRICANTS FUEL & LUBRICANTS	1,494.72
		=== VENDOR TOTALS ===	1,703.28			
		BLASTING COMPANY				
I-39077 6/25/2014	APBNK	SANDBLAST PLOWING BLADES DUE: 6/25/2014 DISC: 6/25/2014 SANDBLAST PLOWING BLADES	1,200.00	1099: N 101 4132-87000-000	REPAIR EQUIPMENT	1,200.00
		=== VENDOR TOTALS ===	1,200.00			
01-03123 CINT		======================================		=======================================		
I-470428714 6/25/2014	APBNK	SHOP TOWEL/TP/SUPPLIES DUE: 6/25/2014 DISC: 6/25/2014	167.89	1099: N		

167.89

101 4131-70110-000 SUPPLIES

72.96

PACKET: 01055 JUNE 25 PAYABLES
VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC

I-201406264815

DUE TO/FROM ACCOUNTS SUPPRESSED

------ GROSS P.O. #

CONCRETE DUMP CHARGES

=== VENDOR TOTALS ===

BROKEN SIDEWALK PANEL DISPOSAL

6/25/2014 APBNK DUE: 6/25/2014 DISC: 6/25/2014

POST DATE BANK CODE ------DESCRIPTION----- DISCOUNT G/L ACCOUNT ----- ACCOUNT NAME----- DISTRIBUTION \(\text{\tinc{\text{\tinc{\text{\tinit}\\ \text{\texi}\tint{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\tin}\ 18 E L REINHARDT CO INC I-248729 2 6-PIN CUT KEYS 63.87 6/25/2014 APBNK DUE: 6/25/2014 DISC: 6/25/2014 1099: N 2 6-PIN CUT KEYS 101 4141-70100-000 SUPPLIES 63.87 === VENDOR TOTALS === 63.87 01-05143 HEIMAN FIRE EQUIPMENT I-0824272-IN BULLARD BATTERY 137.95 6/25/2014 APBNK DUE: 6/25/2014 DISC: 6/25/2014 1099: N BULLARD BATTERY 101 4124-70100-000 SUPPLIES 137.95 === VENDOR TOTALS === 137.95 01-05153 HOME DEPOT CRC/GECF 147.66 I-201406264814 PARKS/SHOP/SIDEWALK SUPPLIES 6/26/2014 APBNK DUE: 6/26/2014 DISC: 6/26/2014 1099: N HOSE/DUST PAN/SUPPLIES 101 4141-70100-000 SUPPLIES 72.34 LUMBER 101 4131-70110-000 SUPPLIES 22.09 SIDEWALK REPLACEMENT SUPPLIES 419 4419-92005-000 SIDEWALK IMPROVEMENTS 53.23 === VENDOR TOTALS === 147.66 01-05054 DEBORAH JONES 1-201406264811 2ND QTR MILEAGE 73.87 6/26/2014 APBNK DUE: 6/26/2014 DISC: 6/26/2014 1099: N 2ND QTR MILEAGE 101 4117-86010-000 MILEAGE 73.87 === VENDOR TOTALS === 73.87 93 MIDWEST ASPHALT CORPORATION I-126671MB CONCRETE DUMP CHARGES 27.52 6/25/2014 APBNK DUE: 6/25/2014 DISC: 6/25/2014 1099: N 419 4419-92005-000 SIDEWALK IMPROVEMENTS ASPHALT DUMP CHARGE 27.52

72.96

100.48

1099: N

419 4419-92005-000 SIDEWALK IMPROVEMENTS

65.00

PACKET: 01055 JUNE 25 PAYABLES VENDOR SET: 01 City of Falcon Heights

PORTABLE TOILET

=== VENDOR TOTALS ===

SEQUENCE : ALPHABETIC

----ID-----

DUE TO/FROM ACCOUNTS SUPPRESSED

	GROSS	P.O. #

	EDESCRIPTION	DISCOUNT	G/L ACCOUNT	ACCOUNT NAME	
1 31 MN FIRE SVC	CERT. BOARD				
I-2717	2 FF EXAMS	200.00			
6/25/2014 APBNK	DUE: 6/25/2014 DISC: 6/25/2014		1099: N		
	2 FF EXAMS		101 4124-86020-000	TRAINING	200.00
	=== VENDOR TOTALS ===	200.00			
		========			
01-05843 MN NCPERS LI	FE INSURANCE				
I-201406264812	JULY PERA LIFE INSURANCE	96.00			
6/26/2014 APBNK	DUE: 6/26/2014 DISC: 6/26/2014		1099: N		
	JULY PERA LIFE INSURANCE		101 21709-000	OTHER PAYABLE	60.48
	JULY PERA LIFE INSURANCE		201 21709-000	OTHER PAYABLE	4.00
	JULY PERA LIFE INSURANCE		204 21709-000	OTHER PAYABLE	1.60
	JULY PERA LIFE INSURANCE		206 21709-000	OTHER PAYABLE	0.80
	JULY PERA LIFE INSURANCE		601 21709-000	OTHER PAYABLE	18.40
	JULY PERA LIFE INSURANCE		602 21709-000	OTHER PAYABLE	10.72
	=== VENDOR TOTALS ===	96.00			
		=========			
01-06030 OLSON, ROLAND					
I-201406264813	FLEX PAYMENTS	320.23			
6/26/2014 APBNK	DUE: 6/26/2014 DISC: 6/26/2014		1099: N		
	FLEX PAYMENTS		101 21712-000	MEDICAL FLEX SAVINGS PAY	281.80
	FLEX PAYMENTS		601 21712-000	MEDICAL FLEX SAVINGS PAY	32.02
	FLEX PAYMENTS		602 21712-000	MEDICAL FLEX SAVINGS PAY	6.41
	=== VENDOR TOTALS ===	320.23			
					=========
01-06024 ON SITE SANI	TATION				
-543507	PORTABLE TOILET	65.00			
26/2014 APBNK	DUE: 6/26/2014 DISC: 6/26/2014		1099: N		
	PORTABLE TOILET			PORTABLE TOILET PARKS	65.00
I-A-543614	PORTABLE TOILET	65.00			
6/26/2014 APBNK	DUE: 6/26/2014 DISC: 6/26/2014		1099: N		
					221 221

130.00

601 4601-85080-000 PORTABLE TOILET PARKS

6/26/2014 2:10 PM PACKET: 01055 JUNE 25 PAYABLES VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

ID-		GROSS	P.O. #	
POST DATE	BANK CODEDESCRIPTION	DISCOUNT	C/I ACCOUNT	

=== VENDOR TOTALS ===

POST DATE BANK CODE	DECCRIPTION.				
	DESCRIPTION	DISCOUNT	G/L ACCOUNT	ACCOUNT NAME	DISTRIBUTION
				=======================================	========
1 35 RAMSEY COUNTY					
I-EMCOM 3348	JUNE FLEET SUPPORT FEE	59.28			
	DUE: 6/26/2014 DISC: 6/26/201		1000 37		
6/26/2014 APBINK		4	1099: N		
	JUNE FLEET SUPPORT FEE		101 4124-86800-000	RADIO MESB/FLEET SUPPORT	59.28
	=== VENDOR TOTALS ===	59.28			
1-06184 RAMSEY COUNTY	7 - 911 DISPATCH				
I-EMCOM 3333	JUNE 911 DISPATCH	2,640.95			
6/26/2014 APBNK	DUE: 6/26/2014 DISC: 6/26/201	4	1099: N		
	JUNE 911 DISPATCH		101 4122-81200-000	911 DISPATCH FEES	2,640.95
	=== VENDOR TOTALS ===	2,640.95			
		=============			
1-06449 SAVATREE/SAVA					
2 00113 511111111111111111111111111111111	***************************************				
I-3346522	REMOVED BROKEN LIMB	600.00			
	DUE: 6/25/2014 DISC: 6/25/201		1099: N		
0, 25, 2021		-			
			110 1110-06500-000	TOPE CTODM DAMAGE	
	REMOVED BROKEN LIMB		419 4419-86500-000	TREE STORM DAMAGE	600.00
		600.00	419 4419-86500-000	TREE STORM DAMAGE	600.00
	=== VENDOR TOTALS ===	600.00			600.00
	=== VENDOR TOTALS ===				
1-00935 ST PAUL REGIO	=== VENDOR TOTALS ===				
1-00935 ST PAUL REGIO	=== VENDOR TOTALS ===  NAL WATER SERVICE				
1-00935 ST PAUL REGIO	=== VENDOR TOTALS ===  NAL WATER SERVICE  SS AND H20 SERVICES	438.28			
1-00935 ST PAUL REGIO	=== VENDOR TOTALS ===  DNAL WATER SERVICE  SS AND H20 SERVICES DUE: 6/25/2014 DISC: 6/25/201	438.28	1099: N		
1-00935 ST PAUL REGIO	=== VENDOR TOTALS ===  DNAL WATER SERVICE  SS AND H20 SERVICES DUE: 6/25/2014 DISC: 6/25/201 SS: CITY HALL	438.28	1099: N 101 4131-85070-000	SEWER	17.11
1-00935 ST PAUL REGIO	=== VENDOR TOTALS ===  DNAL WATER SERVICE  SS AND H20 SERVICES DUE: 6/25/2014 DISC: 6/25/201 SS: CITY HALL WATER: CITY HALL	438.28	1099: N 101 4131-85070-000 101 4131-85040-000	SEWER WATER	17.13
1-00935 ST PAUL REGIO	=== VENDOR TOTALS ===  NAL WATER SERVICE  SS AND H20 SERVICES  DUE: 6/25/2014 DISC: 6/25/201  SS: CITY HALL  WATER: CITY HALL  SS: CURTIS FIELD/COMM PARK	438.28	1099: N 101 4131-85070-000	SEWER WATER	17.13 38.90
1-00935 ST PAUL REGIO	=== VENDOR TOTALS ===  DNAL WATER SERVICE  SS AND H20 SERVICES DUE: 6/25/2014 DISC: 6/25/201 SS: CITY HALL WATER: CITY HALL	438.28	1099: N 101 4131-85070-000 101 4131-85040-000	SEWER WATER SEWER	17.11 38.90 132.15
1-00935 ST PAUL REGIO	=== VENDOR TOTALS ===  NAL WATER SERVICE  SS AND H20 SERVICES  DUE: 6/25/2014 DISC: 6/25/201  SS: CITY HALL  WATER: CITY HALL  SS: CURTIS FIELD/COMM PARK	438.28	1099: N 101 4131-85070-000 101 4131-85040-000 101 4141-85070-000	SEWER WATER SEWER	17.11 38.90 132.15
1-00935 ST PAUL REGIO	=== VENDOR TOTALS ===  NAL WATER SERVICE  SS AND H20 SERVICES  DUE: 6/25/2014 DISC: 6/25/201  SS: CITY HALL  WATER: CITY HALL  SS: CURTIS FIELD/COMM PARK	438.28	1099: N 101 4131-85070-000 101 4131-85040-000 101 4141-85070-000	SEWER WATER SEWER	17.11 38.90 132.15
1-00935 ST PAUL REGIO I-201406254808 6/25/2014 APBNK	=== VENDOR TOTALS ===  STAND H2O SERVICE  SS AND H2O SERVICES  DUE: 6/25/2014 DISC: 6/25/201  SS: CITY HALL  WATER: CITY HALL  SS: CURTIS FIELD/COMM PARK  WATER: CURTIS FIELD/COMM PARK	438.28	1099: N 101 4131-85070-000 101 4131-85040-000 101 4141-85070-000 101 4141-85040-000	SEWER WATER SEWER WATER	17.13 38.90 132.15 250.12
1-00935 ST PAUL REGIO I-201406254808 6/25/2014 APBNK	=== VENDOR TOTALS ===  STAND H2O SERVICE  SS AND H2O SERVICES  DUE: 6/25/2014 DISC: 6/25/201  SS: CITY HALL  WATER: CITY HALL  SS: CURTIS FIELD/COMM PARK  WATER: CURTIS FIELD/COMM PARK  === VENDOR TOTALS ===	438.28	1099: N 101 4131-85070-000 101 4131-85040-000 101 4141-85070-000 101 4141-85040-000	SEWER WATER SEWER WATER	17.13 38.90 132.15 250.12
1-00935 ST PAUL REGIO 1-201406254808 6/25/2014 APBNK	=== VENDOR TOTALS ===  STAND H2O SERVICE  SS AND H2O SERVICES  DUE: 6/25/2014 DISC: 6/25/201  SS: CITY HALL  WATER: CITY HALL  SS: CURTIS FIELD/COMM PARK  WATER: CURTIS FIELD/COMM PARK  === VENDOR TOTALS ===	438.28	1099: N 101 4131-85070-000 101 4131-85040-000 101 4141-85070-000 101 4141-85040-000	SEWER WATER SEWER WATER	17.11 38.90 132.15 250.12
1-00935 ST PAUL REGIO 1-201406254808 6/25/2014 APBNK	=== VENDOR TOTALS ===  STAND H2O SERVICE  SS AND H2O SERVICES  DUE: 6/25/2014 DISC: 6/25/201  SS: CITY HALL  WATER: CITY HALL  SS: CURTIS FIELD/COMM PARK  WATER: CURTIS FIELD/COMM PARK  === VENDOR TOTALS ===	438.28	1099: N 101 4131-85070-000 101 4131-85040-000 101 4141-85070-000 101 4141-85040-000	SEWER WATER SEWER WATER	17.11 38.90 132.15 250.12
1-00935 ST PAUL REGIO 1-201406254808 6/25/2014 APBNK 1-06660 TARGET 1-201406254806	=== VENDOR TOTALS ===  SNAL WATER SERVICE  SS AND H2O SERVICES  DUE: 6/25/2014 DISC: 6/25/201  SS: CITY HALL  WATER: CITY HALL  SS: CURTIS FIELD/COMM PARK  WATER: CURTIS FIELD/COMM PARK  === VENDOR TOTALS ===  REC SPORTS SUPPLIES	438.28	1099: N 101 4131-85070-000 101 4131-85040-000 101 4141-85070-000 101 4141-85040-000	SEWER WATER SEWER WATER	17.11 38.90 132.15 250.12
1-00935 ST PAUL REGIO 1-201406254808 6/25/2014 APBNK 1-06660 TARGET 1-201406254806	=== VENDOR TOTALS ===  DNAL WATER SERVICE  SS AND H2O SERVICES  DUE: 6/25/2014 DISC: 6/25/201  SS: CITY HALL  WATER: CITY HALL  SS: CURTIS FIELD/COMM PARK  WATER: CURTIS FIELD/COMM PARK  === VENDOR TOTALS ===	438.28	1099: N 101 4131-85070-000 101 4131-85040-000 101 4141-85070-000 101 4141-85040-000	SEWER WATER SEWER WATER	17.11 38.90 132.15 250.12

31.47

PACKET: 01055 JUNE 25 PAYABLES VENDOR SET: 01 City of Falcon Heights SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----GROSS P.O. #

total:

I-2014062548		EQUIPMENT AND MILEAGE REIMB	200.31			
6/25/2014	APBNK	DUE: 6/25/2014 DISC: 6/25/2014		1099: N		22.2
		REC EQUIPMENT- IPOD		201 4201-89000-000		73.8
		MILEAGE REIMB		201 4201-86010-000		10.4
		LEAGUE CONF MILEAGE REIMB			CONFERENCES/EDUCATION/AS	76.5
		STAFF TRAINING FOOD		201 4201-70100-000	SUPPLIES	39.5
		=== VENDOR TOTALS ===	200.31			
I-6	APBNK		2,087.50	1099: N		
	APBNK	MAY PARK CONSULTING SVS DUE: 6/25/2014 DISC: 6/25/2014 MAY PARK CONSULTING SVS	2,087.50		PARK DEDICATION IMPROVEM	2,087.5
I-6	APBNK	DUE: 6/25/2014 DISC: 6/25/2014	2,087.50		PARK DEDICATION IMPROVEM	2,087.5
I-6	APBNK	DUE: 6/25/2014 DISC: 6/25/2014 MAY PARK CONSULTING SVS			PARK DEDICATION IMPROVEM	2,087.5
I-6	APBNK	DUE: 6/25/2014 DISC: 6/25/2014 MAY PARK CONSULTING SVS  === VENDOR TOTALS ===	2,087.50		PARK DEDICATION IMPROVEM	2,087.5
I-6	APBNK	DUE: 6/25/2014 DISC: 6/25/2014 MAY PARK CONSULTING SVS  === VENDOR TOTALS ===  Federal withholdings	2,087.50 12,568.40 7369.38		PARK DEDICATION IMPROVEM	2,087.5
I-6	APBNK	DUE: 6/25/2014 DISC: 6/25/2014 MAY PARK CONSULTING SVS  === VENDOR TOTALS ===  Federal withholdings st withholdings	2,087.50 12,568.40 7369.38 1146.77		PARK DEDICATION IMPROVEM	2,087.5
I-6	APBNK	DUE: 6/25/2014 DISC: 6/25/2014 MAY PARK CONSULTING SVS  === VENDOR TOTALS ===  Federal withholdings	2,087.50 12,568.40 7369.38		PARK DEDICATION IMPROVEM	2,087.5

26,634.20

PACKET: 01058 JULY 1 PAYABLES

VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

------ GROSS P.O. #

=== VENDOR TOTALS ===

	EDESCRIPTION		P.O. # G/L ACCOUNT	ACCOUNT NAME	
3089 CASH	=======================================				
I-201407014817 7/01/2014 APBNK	RECYCLE MEET EXP/KITCH SUPPLY DUE: 7/01/2014 DISC: 7/01/2014 RECYCLING MEETING EXPENSE KITCHEN SUPPLIES	34.61	1099: N 206 4206-86100-000 101 4131-70110-000	CONFERENCES/EDUCATION/AS SUPPLIES	25.00 9.61
	=== VENDOR TOTALS ===	34.61			
	RIC ASSOCIATION		=======================================	=======================================	=======================================
I-1480700020 7/01/2014 APBNK	DAKOTA ELECTRIC ASSOCIATION DUE: 7/01/2014 DISC: 7/01/2014 JULY SOLAR ELECT	530.00	1099: N 101 4131-85020-000	ELECTRIC	530.00
	=== VENDOR TOTALS ===	530.00			
		.========		=======================================	
L-04084 FIRE EQUIPME	NT SPECIALTIES				
I-8421 7/01/2014 APBNK	HERITAGE FIRE HELMET DUE: 7/01/2014 DISC: 7/01/2014 HERITAGE FIRE HELMET	509.95	1099: N 204 4204-89000-000	MISC. / SPECIAL EVENTS	509.95
	=== VENDOR TOTALS ===	509.95			
1-05143 HEIMAN FIRE	======================================				
	FREIGHT CHARGE ON BATTERY	6.96			
7/01/2014 APBNK	DUE: 7/01/2014 DISC: 7/01/2014 FREIGHT CHARGE ON BATTERY		1099: N 101 4124-70100-000	SUPPLIES	6.96
	=== VENDOR TOTALS ===	6.96			
670 METRO PRODUC	TS INC				
I-100350	WHITE MARKING PAINT	192.96			
7/01/2014 APBNK	DUE: 7/01/2014 DISC: 7/01/2014 WHITE MARKING PAINT		1099: N 101 4132-70120-000	SUPPLIES	192.96
	=== VENDOR TOTALS ===	192.96			
-06115 TIMOTHY PITT	======================================	=======================================			
I-201407014819	MILEAGE AND SUPPLIES	94.44			
7/01/2014 APBNK	DUE: 7/01/2014 DISC: 7/01/2014		1099: N		
	MILEAGE COUNCIL MTG		101 4141-86101-000		36.00
	MILEAGE SPECIAL EVENT COOKIES FOR ICE CREAM SOCIAL		101 4116-86010-000		13.44
	COUNTED FOR ICE CREAM SOCIAL		101 4116-70100-000	SUPPLIES	45.00

94.44

53.00

PACKET: 01058 JULY 1 PAYABLES

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

GROSS P.O. #

DOST DATE BANK CODE ------DESCRIPTION----- DISCOUNT G/L ACCOUNT

----- DISTRIBUTION 

6482 SENSIBLE LAND USE COALITION

VENDOR SET: 01 City of Falcon Heights

I-6528-001 2 NOTARY STAMPS 53.00

7/01/2014 APBNK DUE: 7/01/2014 DISC: 7/01/2014 1099: N

2 NOTARY STAMPS 101 4112-70100-000 SUPPLIES

=== VENDOR TOTALS === 53.00

01-07228 CITY OF ST ANTHONY

I-3131 JULY POLICE SVCS 51,423.42

7/01/2014 APBNK DUE: 7/01/2014 DISC: 7/01/2014 1099: N

JULY POLICE SVCS 101 4122-81000-000 POLICE SERVICES 51,423.42

=== VENDOR TOTALS === 51,423.42

01-05870 XCEL ENERGY

I-201407014818 ELECT 34.32 7/01/2014 APBNK DUE: 7/01/2014 DISC: 7/01/2014

FIRE SIREN ELECTRICITY 101 4121-85020-000 ELECTRIC 6.04 AUTO PROTECTIVE LITES PARK 101 4141-85020-000 ELECTRIC/GAS 28.28

> === VENDOR TOTALS === 34.32

=== PACKET TOTALS === 52,879.66 PACKET: 01060 JULY 7 PAYABLES

VENDOR SET: 01 City of Falcon Heights SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

POST DATE BANK CODEDESCRIPTION	GROSS DISCOUNT	P.O. # G/L ACCOUNT	ACCOUNT NAME	DISTRIBUTION
389 ALLISON DAVITT	=======	=======================================		
I-201407074820 SUMMER DISCOVERY SUPPLIES 7/07/2014 APBNK DUE: 7/07/2014 DISC: 7/07/2014 SUMMER DISCOVERY SUPPLIES	141.15	1099: N 201 4201-70300-000	RECREATION SUPPLIES	141.15
=== VENDOR TOTALS ===	141.15			
01-03110 CENTURY LINK	========		=======================================	=======================================
I-201407084828 LIFT STATION/CURTISS FIELD 7/08/2014 APBNK DUE: 7/08/2014 DISC: 7/08/2014 AUTO DIALER LIFT STATION CURTISS FIELD PARK	115.31		TELEPHONE - LANDLINE TELEPHONE - LANDLINE	59.83 55.48
=== VENDOR TOTALS ===	115.31			
01-06290 CITY OF ROSEVILLE  I-0218906 JULY IT SVCS 7/07/2014 APBNK DUE: 7/07/2014 DISC: 7/07/2014 JULY IT SVCS	1,331.67	1099: N 101 4116-85070-000		1,331.67
I-0218948 JULY PHONE 7/07/2014 APBNK DUE: 7/07/2014 DISC: 7/07/2014 JULY PHONE	306.00	1099: N 101 4116-85010-000	TELEPHONE	306.00
=== VENDOR TOTALS ===	1,637.67			
D1-03122 CITY OF ST PAUL	=======================================			=======================================
I-IN00002314 ASPHALT MIX 7/08/2014 APBNK DUE: 7/08/2014 DISC: 7/08/2014 ASPHALT MIX	1,057.81	1099: N 101 4132-75000-000	BITUMINOUS PATCHING	1,057.81
=== VENDOR TOTALS ===	1,057.81			
01-05270 ELIZABETH MERCER-TAYLOR				
I-201407074822 REISSUE CK 81954 FROM OCT 7/07/2014 APBNK DUE: 7/07/2014 DISC: 7/07/2014 REISSUE CK 81954 FROM OCT	274.93	1099: N 101 4111-60510-000	MAYOR & CITY COUNCIL	274.93
=== VENDOR TOTALS ===	274.93			

546.75

19.88

PACKET: 01060 JULY 7 PAYABLES

SEQUENCE : ALPHABETIC

I-201407084827

2013 FINANCE STATE/MS4 PERMIT

2013 FINANCIAL STATEMENTS

=== VENDOR TOTALS ===

7/08/2014 APBNK DUE: 7/08/2014 DISC: 7/08/2014

MS4 PERMIT

DUE TO/FROM ACCOUNTS SUPPRESSED

JOE 10/FROM ACCOUNTS SUPPRESSED

VENDOR SET: 01 City of Falcon Heights

GROSS P.O. #

POST DATE BANK CODE ------DESCRIPTION------ DISCOUNT G/L ACCOUNT -----ID---------- ACCOUNT NAME----- DISTRIBUTION \_\_\_\_\_\_\_ 2092 FISCHER, BART J I-201407074825 LMC CONF/MILEAGE 157.08 7/07/2014 APBNK DUE: 7/07/2014 DISC: 7/07/2014 1099: N LMC CONF ST CLOUD 101 4112-86100-000 CONFERENCES/EDUCATION/AS 99.00 MILEAGE 101 4112-86010-000 MILEAGE & PARKING 58.08 === VENDOR TOTALS === 157.08 01-05115 GOPHER STATE ONE CALL I-112198 JULY LOCATES 344.20 7/07/2014 APBNK DUE: 7/07/2014 DISC: 7/07/2014 1099: N JULY LOCATES 601 4601-88030-000 LOCATES 344.20 === VENDOR TOTALS === 344.20 01-05243 HINRICHS, RICH I-201407074824 FIRE CHIEF RETIR 29 YR SERVIC 547.78 7/07/2014 APBNK DUE: 7/07/2014 DISC: 7/07/2014 1099: N FIRE CHIEF RETIR 29 YR SERVICE 101 4116-89010-000 SPECIAL EVENTS === VENDOR TOTALS === 547.78 01-05235 JAN-PRO CLEANING SYSTEMS I-42279 JULY CLEANING SERVICES 205.00 7/07/2014 APBNK DUE: 7/07/2014 DISC: 7/07/2014 1099: N JULY CLEANING SERVICES 101 4131-87010-000 CITY HALL MAINTENANCE 205.00 === VENDOR TOTALS === 205.00 ~------509 LEAGUE OF MN CITIES I-200705 WORKSHOP - CHELSEA 30.00 7/07/2014 APBNK DUE: 7/07/2014 DISC: 7/07/2014 WORKSHOP - CHELSEA 101 4112-86100-000 CONFERENCES/EDUCATION/AS 30.00 === VENDOR TOTALS === 30.00 ------01-07272 LILLIE SUBURBAN NEWSPAPER

566.63

566.63

1099: N

101 4111-70410-000 LEGAL NOTICES

602 4602-88600-000 MCSC AND MS4 PERMIT FEE

PACKET: 01060 JULY 7 PAYABLES

VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

	DEDESCRIPTION	GROSS DISCOUNT	P.O. # G/L ACCOUNT	ACCOUNT NAME	
,786 MN RECREATI	ON/PARK ASSOC.				
I-8157 7/07/2014 APBNK	ADMINISTRATIVE ADVERTISING DUE: 7/07/2014 DISC: 7/07/2014 ADMINISTRATIVE ADVERTISING	100.00	1099: N 101 4112-89000-000	MISCELLANEOUS	100.00
	=== VENDOR TOTALS ===	100.00			
01-05973 NORTH SUBUR	BAN ACCESS CORPORAT	=========			
I-14-612 7/07/2014 APBNK	2ND QTR WEB STREAMING DUE: 7/07/2014 DISC: 7/07/2014 2ND QTR WEB STREAMING	280.91	1099: N 101 4116-85050-000	CABLE TV	280.91
	=== VENDOR TOTALS ===	280.91			
01-06053 OREILLY AUT	O PARTS			=======================================	
I-1799-442215 7/08/2014 APBNK	TRANSMISSION FLUID DUE: 7/08/2014 DISC: 7/08/2014 TRANSMISSION FLUID	71.88	1099: N 101 4132-70120-000	SUPPLIES	71.88
01-05367 QUILL CORPO	=== VENDOR TOTALS === =================================	71.88			
I-4086209 7/07/2014 APBNK	NOTEBOOK/STAPLER/SHREDDER OIL DUE: 7/07/2014 DISC: 7/07/2014 NOTEBOOK/STAPLER/SHREDDER OIL	61.01	1099: N 101 4112-70100-000	SUPPLIES	61.01
	=== VENDOR TOTALS ===	61.01			
01-06185 RAMSEY COUN	======================================	=========			
RISK - 1668 7/07/2014 APBNK	JULY DENTAL/DISABILITY/LIFE I DUE: 7/07/2014 DISC: 7/07/2014 JULY DENTAL/DISABILITY/LIFE IN	999.42	1099: N 101 4112-89000-000	MISCELLANEOUS	999.42
	=== VENDOR TOTALS ===	999.42			
01-06303 REPUBLIC SE	RVICES	========			
I-0923-2543043 7/07/2014 APBNK	JUNE TRASH REMOVAL  DUE: 7/07/2014 DISC: 7/07/2014  JUNE TRASH REMOVAL	410.13	1099: N 101 4131-82010-000	WASTE REMOVAL	410.13

410.13

=== VENDOR TOTALS ===

PACKET: 01060 JULY 7 PAYABLES

VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----GROSS P.O. # POST DATE BANK CODE ------ DESCRIPTION----- DISCOUNT G/L ACCOUNT NAME----- DISTRIBUTION 485 SENSIBLE OFFICE SOLUTIONS I-6528-001 2 NOTARY STAMPS 53.00 7/07/2014 APBNK DUE: 7/07/2014 DISC: 7/07/2014 1099: N 2 NOTARY STAMPS 101 4112-70100-000 SUPPLIES 53.00 === VENDOR TOTALS === 53.00 01-06458 SHEAREN, MARGARET 103.25 REBATE ON WINDOW PERMIT I-201407074826 7/07/2014 APBNK DUE: 7/07/2014 DISC: 7/07/2014 1099: N REBATE ON WINDOW PERMIT 101 4117-89100-000 ENERGY REBATE PROGRAM 103.25 === VENDOR TOTALS === 103.25 01-06517 STREAMLINE DESIGN, INC I-34425 REC SUPPLIES: SHIRTS 31.00 7/07/2014 APBNK DUE: 7/07/2014 DISC: 7/07/2014 1099 · N REC SUPPLIES: SHIRTS 201 4201-70100-000 SUPPLIES 31.00 === VENDOR TOTALS === 31.00 01-06525 SUBURBAN ACE HARDWARE I-201407074821 BATTERY/CLEANING SUPPLIES 33.53 7/07/2014 APBNK DUE: 7/07/2014 DISC: 7/07/2014 1099: N BATTERY FOR GAS METER 101 4124-70100-000 SUPPLIES 11.99 FF CLEANING SUPPLIES 101 4124-70100-000 SUPPLIES 21.54 === VENDOR TOTALS === 33.53 380 US BANK HSA CUSTODIAN FOR BART I-201407074823 JULY HSA DEDUCTION 545.84 7/07/2014 APBNK DUE: 7/07/2014 DISC: 7/07/2014 1099: N JULY HSA DEDUCTION 101 21714-000 HSA FLEX PAYAB LE 480.30 JULY HSA DEDUCTION 206 21714-000 HSA FLEX PAYABLE 27.29 JULY HSA DEDUCTION 601 21714-000 HSA FLEX PAYABLE 21.83 HSA FLEX PAYABALE JULY HSA DEDUCTION 602 21714-000 16.42 === VENDOR TOTALS === 545.84

7/09/2014 8:17 AM

A/P Regular Open Item Register

PAGE: 5

PACKET: 01060 JULY 7 PAYABLES

VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

GROSS P.O. #

POST DATE BANK CODE ------DESCRIPTION------ DISCOUNT G/L ACCOUNT -----ACCOUNT NAME----- DISTRIBUTION

,870 XCEL ENERGY

I-2014070848	29	ELECT	AND GAS		1,191.90			
7/08/2014	APBNK	DUE:	7/08/2014 DISC:	7/08/2014		1099: N		
		ELECT				209 4209-85020-000	STREET LIGHTING POWER	48.66
		ELECT				209 4209-85020-000	STREET LIGHTING POWER	11.60
		ELECT				209 4209-85020-000	STREET LIGHTING POWER	47.93
		ELECT				209 4209-85020-000	STREET LIGHTING POWER	48.89
		ELECT				209 4209-85020-000	STREET LIGHTING POWER	11.60
		ELECT				209 4209-85020-000	STREET LIGHTING POWER	52.69
		ELECT				209 4209-85020-000	STREET LIGHTING POWER	50.86
		ELECT				101 4141-85020-000	ELECTRIC/GAS	25.75
		ELECT				101 4141-85020-000	ELECTRIC/GAS	345.19
		ELECT				101 4131-85020-000	ELECTRIC	453.31
		ELECT				601 4601-85020-000	ELECTRIC	25.05
		GAS				101 4131-85030-000	NATURAL GAS	70.37

=== VENDOR TOTALS ===

1,191.90

=== PACKET TOTALS ===

8,959.43

37.22

PACKET: 01063 JULY 15 PAYABLES

VENDOR SET: 01 City of Falcon Heights

INCR PETTY - ICE CREAM SOCIAL

=== VENDOR TOTALS ===

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

				ACCOUNT NAME	
U J250 AMERIPRIDE S	ERVICES	.========	***************		========
I-1002825603	LINEN CLEANING	49.02			
	DUE: 7/15/2014 DISC: 7/15/2014		1099: N		
.,,	LINEN CLEANING		101 4124-82011-000	LINEN CLEANING	49.02
	=== VENDOR TOTALS ===	49.02			
1-00295 AVR, INC		.=======			
I-98535	CONCRETE FOR SIDEWALKS	1,082.75			
	DUE: 7/15/2014 DISC: 7/15/2014	1,002.75	1099: N		
,,10,1011	CONCRETE FOR SIDEWALKS			SIDEWALK IMPROVEMENTS	1,082.75
	=== VENDOR TOTALS ===	1,082.75			
1-00999 BOUNCE ON AI					=========
1-201407154845	AIR BOUNCE - ICE CREAM SOCIAL	289.24			
7/15/2014 APBNK	DUE: 7/15/2014 DISC: 7/15/2014		1099: N		
	AIR BOUNCE - ICE CREAM SOCIAL		101 4116-89010-000	SPECIAL EVENTS	289.24
	=== VENDOR TOTALS ===	289.24			
1-01045 BREDAHL PLUM	BING INC				
I-S36190Z	RPZ VALVE TESTS AND REPAIRS	5,617.00		- 10-	
7/15/2014 APBNK	DUE: 7/15/2014 DISC: 7/15/2014		1099: N		
	RPZ VALVE TESTS AND REPAIRS		101 4141-87120-000	FACILITIES & GROUND MAIN	5,617.00
	=== VENDOR TOTALS ===	5,617.00			
3 3 001 CAMPBELL KNU	TSON				
-201407154833	JUNE: LEGAL SERVICES	652.50			
7/15/2014 APBNK	DUE: 7/15/2014 DISC: 7/15/2014		1099: Y		
	JUNE: LEGAL SERVICES		101 4114-80200-000	LEGAL FEES	652.50
	=== VENDOR TOTALS ===	652.50			
1-03089 CASH			=======================================		
I-201407154840	SUPPLIES/CLASS B LICENCE/PETT	344.51	***************************************		
7/15/2014 APBNK	DUE: 7/15/2014 DISC: 7/15/2014		1099: N		
	KITCHEN SUPPLIES		101 4131-70110-000	SUPPLIES	7.26
	CLASS B LICENCE		101 4132-70120-000	SUPPLIES	37.25
	INCR PETTY - ICE CREAM SOCIAL		101 10200-000	PETTY CASH	300.00

344.51

101 10200-000 PETTY CASH

7/15/2014 1:17 PM PACKET: 01063 JULY 15 PAYABLES VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

	EDESCRIPTION		P.O. # G/L ACCOUNT	ACCOUNT NAME	DISTRIBUTION
4030 EMERGENCY RE	======================================				
I-2385 7/15/2014 APBNK	SCBA FLOW TESTS DUE: 7/15/2014 DISC: 7/15/2014 SCBA FLOW TESTS	1,525.00	1099: N 101 4124-87029-000	REPAIR OTHER EQUIPMENT	1,525.00
	=== VENDOR TOTALS ===	1,525.00			
	TS LIMITED PARTNER	,=========			
I-201407154831 7/15/2014 APBNK	1ST HALF PAY AS YOU GO DEBT DUE: 7/15/2014 DISC: 7/15/2014 1ST HALF PAY AS YOU GO DEBT	63,044.00	1099: N 414 4414-93000-000	DEBT PAY AS YOU GO PYMT	63,044.00
	=== VENDOR TOTALS ===	63,044.00			
01-05134 HEJNY RENTAL					
I-201407154844 7/15/2014 APBNK	DUNK TANK DUE: 7/15/2014 DISC: 7/15/2014 DUNK TANK	194.65	1099: N 101 4116-89010-000	SPECIAL EVENTS	194.65
	=== VENDOR TOTALS ===	194.65		======	
01-05248 HENN TECH CO					
I-314626 7/15/2014 APBNK	FIRE FIGHTER TRAINING DUE: 7/15/2014 DISC: 7/15/2014 FIRE FIGHTER TRAINING	680.00	1099: N 101 4124-86020-000	TRAINING	680.00
	=== VENDOR TOTALS ===	680.00			
0° 04570 JOSEPH, KATR	INA E.			=======================================	
-0030 7/15/2014 APBNK	JUNE PROSECUTION FEES DUE: 7/15/2014 DISC: 7/15/2014 JUNE PROSECUTION FEES	2,500.00	1099: Y 101 4123-80200-000	LEGAL FEES	2,500.00
	=== VENDOR TOTALS ===	2,500.00			
01-05440 LOFFLER COMP.	ANIES, INC	.=========			
I-15549669 7/15/2014 APBNK	JULY COPIER CHARGES DUE: 7/15/2014 DISC: 7/15/2014 JULY COPIER CHARGES	411.11	1099: N 101 4112-87000-000	REPAIR OFFICE EQUIPMENT	411.11
	=== VENDOR TOTALS ===	411.11	3 T T T T T T T T T T T T T T T T T T T	200000000 COLUMN 2000000000000000000000000000000000000	441.11

PACKET: 01063 JULY 15 PAYABLES

VENDOR SET: 01 City of Falcon Heights SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----

7/15/2014 APBNK DUE: 7/15/2014 DISC: 7/15/2014

ANNUAL SPRINKLER INSPECTION

=== VENDOR TOTALS ===

GROSS P.O. # POST DATE BANK CODE -------DESCRIPTION------ DISCOUNT G/L ACCOUNT -----ACCOUNT NAME----- DISTRIBUTION 6. .5693 MIDWEST ASPHALT CORPORATION I-127076MB CONCRETE DUMP CHARGE 7.68 7/15/2014 APBNK DUE: 7/15/2014 DISC: 7/15/2014 1099: N CONCRETE DUMP CHARGE 419 4419-92005-000 SIDEWALK IMPROVEMENTS === VENDOR TOTALS === 7.68 01-05760 MINNESOTA GFOA I-201407154836 MINNESOTA GFOA 225.00 7/15/2014 APBNK DUE: 7/15/2014 DISC: 7/15/2014 1099: N MN GROA CONF REGISTRATION 101 4113-86100-000 CONFERENCES/EDUCATION/AS 225.00 === VENDOR TOTALS === 225.00 01-05071 NATIONAL RECREATION AND PARK A I-201407154846 NRPA MEMBERSHIP 165.00 7/15/2014 APBNK DUE: 7/15/2014 DISC: 7/15/2014 1099: N NRPA MEMBERSHIP 101 4141-86100-000 CONFERENCES/EDUCATION/AS 165.00 === VENDOR TOTALS === 165.00 01-07263 NEXTEL COMMUNICATIONS, INC 7/15/2014 APBNK DUE: 7/15/2014 DISC: 7/15/2014
CELL PHONES: FIRE TRUCKS 50.91 I-201407154841 1099: N CELL PHONES: FIRE TRUCKS 101 4124-85015-000 CELL PHONE 50.91 === VENDOR TOTALS === 50.91 ^5949 NFPA INTERNATIONAL 7/15/2014 APBNK DUE: 7/15/2014 DISC: 7/15/2014 -201407154838 1099: N 1 YR MEMBERSHIP RENEWAL 101 4124-86110-000 MEMBERSHIPS 165.00 === VENDOR TOTALS === 165.00 01-06027 OLSEN FIRE PROTECTION I-4812 ANNUAL SPRINKLER INSPECTION 275.00

1099: N

275.00

101 4131-87010-000 CITY HALL MAINTENANCE 275.00

PACKET: 01063 JULY 15 PAYABLES

VENDOR SET: 01 City of Falcon Heights

=== VENDOR TOTALS ===

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----GROSS P.O. # OST DATE BANK CODE -------DESCRIPTION------ DISCOUNT G/L ACCOUNT NAME----- DISTRIBUTION J026 OMALANGA, JULES I-201407154834 OMALANGA, JULES 50.00 7/15/2014 APBNK DUE: 7/15/2014 DISC: 7/15/2014 1099: N OMALANGA, JULES 201 34310-000 RECREATION FEES 50.00 === VENDOR TOTALS === 50.00 01-06139 PETERSEN, CHELSEA 1-201407154842 MILEAGE REIMB 50.40 7/15/2014 APBNK DUE: 7/15/2014 DISC: 7/15/2014 1099: N MILEAGE REIMB 101 4112-86010-000 MILEAGE & PARKING 50.40 === VENDOR TOTALS === 50.40 01-05107 ROTARY CLUB OF ROSEVILLE I-236 7/15/2014 APBNK DUE: 7/15/2014 DISC: 7/15/2014
JIME - AUG MEMBER DUES 297.00 1099: N 101 4112-86100-000 CONFERENCES/EDUCATION/AS 297.00 === VENDOR TOTALS === 297.00 01-06301 SAMS CLUB DISCOVER CARD 7/15/2014 APBNK DUE: 7/15/2014 DISC: 7/15/2014 ICE CREAM SOCIAL SUPPLIES

524.14 I-201407154843 1099: N 101 4116-89010-000 SPECIAL EVENTS 229.95 SPECIAL EVENT SUPPLIES 101 4116-89010-000 SPECIAL EVENTS 78.38 REPAIR SUPPLIES AND CAULK 101 4141-70100-000 SUPPLIES 215.81 === VENDOR TOTALS === 524.14 6. 3441 SCOTT WEMYSS (PARTAGS) I-105 7/15/2014 APBNK DUE: 7/15/2014 DISC: 7/15/2014 1099: N 2 NAME TAGS 101 4124-70100-000 SUPPLIES 9.80 === VENDOR TOTALS === 9.80 01-06584 THE FINN BAND T-201407154835 BAND FOR ICE CREAM SOCIAL 7/15/2014 APBNK DUE: 7/15/2014 DISC: 7/15/2014 1099: N BAND FOR ICE CREAM SOCIAL 101 4116-89010-000 SPECIAL EVENTS 300.00

300 00

7/15/2014 1:17 PM PACKET: 01063 JULY 15 PAYABLES VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----

	EDESCRIPTION		P.O. #		
				ACCOUNT NAME	
173 TOWNSQUARE S	ENTOR LLC		=======================================		
I-201407154832	1ST HALF PAY AS YOU GO DEBT			35.	
7/15/2014 APBNK	DUE: 7/15/2014 DISC: 7/15/	/2014	1099: N		
	1ST HALF PAY AS YOU GO DEBT		414 4414-93000-000	DEBT PAY AS YOU GO PYMT	33,083.00
	=== VENDOR TOTALS ===	33,083.00			
			=======================================	=======================================	==========
01-05870 XCEL ENERGY					
I-201407154837	ELECT	2,186.81			
7/15/2014 APBNK	DUE: 7/15/2014 DISC: 7/15/	/2014	1099: N		
	ELECT/GAS - WARMING HOUSE		101 4141-85020-000	ELECTRIC/GAS	77.44
	ELECT		209 4209-85020-000	STREET LIGHTING POWER	11.60
	pr nam		200 1200 25000 200	OMPRES I TOURTHE POLICE	2,097.77
	ELECT		209 4209-85020-000	STREET LIGHTING POWER	2,091.//
	=== VENDOR TOTALS ===	2,186.81	209 4209-85020-000	STREET LIGHTING POWER	2,097.77
	=== VENDOR TOTALS ===				
01-07205 ZEP SALES & :	=== VENDOR TOTALS ===				
	=== VENDOR TOTALS ===				
1-4000997087	=== VENDOR TOTALS === =================================	267.65			
1-4000997087	=== VENDOR TOTALS ===  SERVICE  HAND SOAP	267.65		=======================================	
1-4000997087	=== VENDOR TOTALS ===  SERVICE  HAND SOAP  DUE: 7/15/2014 DISC: 7/15/	267.65	1099: N	=======================================	
1-4000997087	=== VENDOR TOTALS ===  SERVICE  HAND SOAP  DUE: 7/15/2014 DISC: 7/15/ HAND SOAP	267.65	1099: N	=======================================	
1-4000997087	=== VENDOR TOTALS ===  SERVICE  HAND SOAP  DUE: 7/15/2014 DISC: 7/15/ HAND SOAP  === VENDOR TOTALS ===	267.65 267.65 114,047.17	1099: N	=======================================	
1-07205 ZEP SALES & :	=== VENDOR TOTALS ===  SERVICE  HAND SOAP  DUE: 7/15/2014 DISC: 7/15/ HAND SOAP  === VENDOR TOTALS ===  === PACKET TOTALS ===  federal with	267.65 /2014 267.65 114,047.17 7681.11	1099: N	=======================================	
1-07205 ZEP SALES & :	=== VENDOR TOTALS ===  SERVICE  HAND SOAP  DUE: 7/15/2014 DISC: 7/15/ HAND SOAP  === VENDOR TOTALS ===  === PACKET TOTALS ===  federal with  state with	267.65 267.65 114,047.17 7681.11 1197.53	1099: N	=======================================	
1-4000997087	=== VENDOR TOTALS ===  SERVICE  HAND SOAP  DUE: 7/15/2014 DISC: 7/15/ HAND SOAP  === VENDOR TOTALS ===  === PACKET TOTALS ===  federal with	267.65 /2014 267.65 114,047.17 7681.11	1099: N	=======================================	

total: 128,805.18

PAY PE	RIOD	END	ING		6/	30	/20
DIRECT	DEPC	SIT	EFFECTIVE	DATE	6/	126	/20

EMP #	NAME	AMOUNT
p.m.		
0 0 1 3	PETER C LINDSTROM	310.97
01-0016	PAMELA M HARRIS	277.05
01-0019	KEITH P GOSLINE	277.05
01-1004	BART J FISCHER	2,502.13
01-1010	MICHELLE C TESSER	1,640.65
01-1014	CHELSEA PETERSEN	1,325.00
01-1136	ROLAND O OLSON	1,426.45
01-1155	SMILTON CONTROL CONTRO	
01-2154	MAUREEN A ANDERSON	698.94
01-1038	DEBORAH K JONES	103.17
01-0086	RICHARD H HINRICHS	1,621.12
01-0095		260.48
	MICHAEL J POESCHL	501.98
01-0105	ANTON M FEHRENBACH	101.39
01-1030	TIMOTHY J PITTMAN	1,626.31
01-1033	DAVE TRETSVEN	1,485.38
01-1143	COLIN B CALLAHAN	1,073.05
01-1149	JONATHON R PERKINS	872.29
01-2197	LAURA A CHANDLER	204.68
01-2214	KHADIJAH M PIERCE	144.33
01-2223	RACHEL HAIN	250.00
01-2226	BENJAMIN MEYER	
01-2228	GEORGIA POTTER	173.78
	STORGIA TOTTER	97.54

TOTAL PRINTED: 22

PAYROLL CHECK REGISTER 6-26-2014 9:30 AM PAYROLL NO: 01 City of Falcon Heights

PAGE: 1 PAYROLL DATE: 6/26/2014

16,973.74

20.00			CHECK	CHECK	CHECK
EMP N	O EMPLOYEE NAME	TYPE	DATE	AMOUNT	NO.
017	MERCER-TAYLOR, ELIZABETH	R	6/26/2014	275.27	082852
	LONG, CHARLES E	R	6/26/2014	277.05	082853
00.	KURHAJETZ, CLEMENT	R	6/26/2014	625.07	082854
1097	GAFFNEY, PATRICK	R	6/26/2014	104.35	082855
1172	ARCAND, MICHAEL W	R	6/26/2014	31.08	082856
154	SCHAKE, JACOB M	R	6/26/2014		082857
:164	MILLER, ALLISON	R	6/26/2014	263.26	082858
:186	DAVITT, ALLISON N	R	6/26/2014	518.45	082859
:201	SAVAGE, MADELYN R	R	6/26/2014	178.98	082860
:206	HULL, ABBY N	R	6/26/2014	139.13	082861
1207	REINHART, ELIZABETH A	R	6/26/2014	114.87	082862
1222	BEKELE, MARCUS	R	6/26/2014	227.49	082863
224	JACKSON, ABIGAIL	R	6/26/2014	126.80	082864
:225	KOLIAS, PATRICK	R	6/26/2014	210.16	082865
227	POMEROY, MEGHAN	R	6/26/2014	106.79	082866
229	SHERWOOD, CARLY	R	6/26/2014	97.54	082867

PAYROLL CHECK REGISTER 6-26-2014 9:30 AM AYROLL NO: 01 City of Falcon Heights

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

PAGE: 2 PAGE: 2 PAYROLL DATE: 6/26/2014

REGULAR CHECKS: 16 4,169.54 DIRECT DEPOSIT REGULAR CHECKS: 22 16,973.74 MANUAL CHECKS: PRINTED MANUAL CHECKS: DIRECT DEPOSIT MANUAL CHECKS: VOIDED CHECKS: NON CHECKS: TOTAL CHECKS: 38 21,143.28

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

:MP #	NAME	AMOUNT
printer.		
	BART J FISCHER	2,502.13
1-1010	MICHELLE C TESSER	1,564.69
1-1014	CHELSEA PETERSEN	1,671.63
1-1040	MICHAEL J POESCHL	1,096.51
1-1136	ROLAND O OLSON	1,426.45
1-1155	RILEY D HOLMSETH	603.90
1-1038	DEBORAH K JONES	1,621.12
1-0085	DANIEL S JOHNSON-POWERS	119.06
1-0086	RICHARD H HINRICHS	130.53
1-0087	MICHAEL A MCKAY	141.47
1-0095	MICHAEL J POESCHL	184.85
1-0105	ANTON M FEHRENBACH	104.97
1-0106	SCOTT A TESCH	92.43
1-0123	BRYAN R SULLIVAN	123.22
	MICHAEL D KRUSE	100.58
1-1030	TIMOTHY J PITTMAN	1,626.31
11-1033	DAVE TRETSVEN	1,485.38
11-1143	COLIN B CALLAHAN	1,073.05
11-1149	JONATHON R PERKINS	844.81
11-2197	LAURA A CHANDLER	426.16
11-2214	KHADIJAH M PIERCE	227.49
	RACHEL HAIN	348.76
11-2226	BENJAMIN MEYER	204.95
11-2228	GEORGIA POTTER	159.91

AL PRINTED:

24

17,880.36

7-10-2014 11:26 AM PAYROLL CHECK REGISTER PAYROLL NO: 01 City of Falcon Heights

PAGE: 1 PAYROLL DATE: 7/10/2014

EMP N	O EMPLOYEE NAME	TYPE	CHECK DATE	CHECK AMOUNT	CHECK NO.
1034	KURHAJETZ, CLEMENT	R	7/10/2014	175.52	082922
2/	ANDERSON, KEVIN	R	7/10/2014		082923
16	GAFFNEY, PATRICK	R	7/10/2014		
)104	VANN, VINCENT A	R	7/10/2014		082924
)119	WICK, JEFFREY M	R	7/10/2014		082925
1126	SMITH, BENJAMIN J	R	7/10/2014		082926
)128	ROSENBERG, NICHOLAS M	R	7/10/2014		082927
1130	RABEK, PAUL A	R	7/10/2014		082928
1131	THOMAS, DAVID M	R			082929
1172	ARCAND, MICHAEL W	R	7/10/2014		082930
.154	SCHAKE, JACOB M	R	7/10/2014		082931
.179	PITTMAN, JUSTIN J		7/10/2014		082932
:164	MILLER, ALLISON	R	7/10/2014		082933
:186	DAVITT, ALLISON N	R	7/10/2014		082934
:201		R	7/10/2014	840.48	082935
:206	SAVAGE, MADELYN R	R	7/10/2014	272.25	082936
	HULL, ABBY N	R	7/10/2014	177.24	082937
:222	BEKELE, MARCUS	R	7/10/2014	331.44	082938
:224	JACKSON, ABIGAIL	R	7/10/2014	149.91	082939
:225	KOLIAS, PATRICK	R		350.49	
:227	POMEROY, MEGHAN	R	7/10/2014	64.64	
:229	SHERWOOD, CARLY	R	7/10/2014	64.64	
			*** REG	ISTER TOTALS *	**

REGULAR CHECKS: 21 4,365.52 24 17,880.36 DIRECT DEPOSIT REGULAR CHECKS: PRINTED MANUAL CHECKS: DIRECT DEPOSIT MANUAL CHECKS: VOIDED CHECKS: NON CHECKS:

45

22,245.88

TOTAL CHECKS:



# REQUEST FOR COUNCIL ACTION

Meeting Date	July 23, 2014
Agenda Item	Consent F2
Attachment	N/A
Submitted By	Michelle Tesser, Assistant to the City
	Administrator

Item	Approval of City Licenses
Description	The following individual has applied for a Mechanical License for 2014. Staff has received the necessary documents for licensure.  1. Ray N. Welter Heating Company 2. Sayler Heating & Air 3. Horwitz NS/I 4. ARI Mechanical Services, Inc.  The following individual has applied for a Tree Trimming/Treating/Removal License for 2014. Staff has received the necessary documents for licensure.  1. Fran's Tree Service
Budget Impact	
Attachment(s)	N/A
Action(s) Requested	Staff recommends that the Falcon Heights City Council approve the 2014 City License Applications.

Families, Fields and Fair



# REQUEST FOR COUNCIL ACTION

Meeting Date	July 23, 2014
Agenda Item	Consent F3
Attachment	-Resolution No. 14-13
	-Escrow Agreement
Submitted By	Bart Fischer, City Administrator

Item	Approval of a Resolution authorizing the execution of an escrow agreement in						
	connection with the advance refunding of the City's lease revenue bonds						
	(Kaleidoscope Charter School Project) Series 2007A.						
Description	In 2007, the City issued conduit bond financing to KCS Building						
	Company/Kaleidoscope Charter School. It is the desire of the School to refinan						
	these bonds with the City they are currently located in-Otsego. They need						
	permission from the City of Falcon Heights to move forward with this process.						
	There are no financial negatives to the City of Falcon Heights in this process.						
	It is the recommendation of the City's Bond Counsel as well as staff that the City						
	Council approve the resolution authorizing the execution of an escrow agreement in						
	connection with the advance refunding of the City's lease revenue bonds						
	(Kaleidoscope Charter School Project) Series 2007A.						
<b>Budget Impact</b>	N/A						
Attachment(s)	-Resolution No. 14-13						
, ,	-Escrow Agreement						
Action(s)	Staff recommends that the City Council approve Resolution No. 14-13, authorizing						
Requested	the execution of an escrow agreement in connection with the advance refunding of						
_	the City's lease revenue bonds (Kaleidoscope Charter School Project) Series 2007A						
and authorizing the execution of any other related documents by the a							
	City Officials.						

Families, Fields and Fair

### CITY OF FALCON HEIGHTS COUNCIL RESOLUTION

July 23, 2014

No. 14-13

### RESOLUTION AUTHORIZING THE EXECUTION OF AN ESCROW AGREEMENT IN CONNECTION WITH THE ADVANCE REFUNDING OF THE CITY'S LEASE REVENUE BONDS (KALEIDOSCOPE CHARTER SCHOOL PROJECT) SERIES 2007A

WHEREAS, at the request of KCS Building Company (the "Company"), the City of Falcon Heights, Minnesota (the "City") issued its Lease Revenue Bonds (Kaleidoscope Charter School Project) Series 2007A (the "Series A Bonds") in an aggregate amount not to exceed \$8,110,000 and lent the proceeds thereof to the Company, in order to finance the acquisition, renovation, and equipping of an approximately 40,000 square foot public elementary schoolhouse, to be located at Kalland Avenue west of County Road 19 in the City of Otsego, Minnesota ("Otsego") (the "Project") to be owned by the Company and leased to Kaleidoscope Charter School, a Minnesota nonprofit corporation and an organization described under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "School");

**WHEREAS**, the Company has requested of the City and of Otsego that the Series A Bonds be advance refunded on November 1, 2015 using proceeds of lease revenue bonds to be issued by Otsego (the "Otsego Bonds") and amounts on deposit under the Indenture of Trust with respect to the Series A Bonds (the "Falcon Heights Indenture");

**WHEREAS**, in order to provide for the redemption of the Series A Bonds on November 1, 2015, it is necessary for the City to enter into an Escrow Agreement with the Company and Wells Fargo Bank, National Association, as escrow agent (the "Escrow Agent"), (the "Escrow Agreement") and a form of the Escrow Agreement has been submitted to the City; and.

**WHEREAS**, upon the issuance of the Otsego Bonds and the deposit of amounts pursuant to the Escrow Agreement, the Series A Bonds shall be defeased and the Falcon Heights Indenture shall be discharged by the trustee for the Series A Bonds.

**NOW, THEREFORE,** the City Council of the City of Falcon Heights, Minnesota hereby resolves:

- 1. <u>Consent to Issuance of Otsego Bonds</u>. In accordance with Minnesota Statutes, Section 469.155, subd. 12, the City hereby consents to the issuance of the Otsego Bonds by Otsego for the purpose of refunding the Series A Bonds.
- 2. <u>Approval and Execution of Escrow Agreement</u>. The form of the Escrow Agreement is approved. The Escrow Agreement shall be executed in the name and on behalf of the City by the Mayor and the City Administrator, or executed or attested by other officers of the City, in substantially the form on file, but with all such changes therein, not inconsistent with the

Act or other law, as may be approved by the officers executing the same, which approval shall be conclusively evidenced by the execution thereof; and then shall be delivered to the Escrow Agent. Modifications to the form of the Escrow Agreement to which the City is not a party may be made at the discretion of the parties thereto.

3. <u>Certificates, etc.</u> The Mayor, City Administrator and other officers of the City are authorized and directed to prepare and furnish to bond counsel and the Escrow Agent, certified copies of all proceedings and records of the City relating to the Series A Bonds and the Escrow Agreement, and such other affidavits and certificates as may be required to show the facts appearing from the books and records in the officers custody and control or as otherwise known to them; and all such certified copies, certificates and affidavits, including any heretofore furnished, shall constitute representations of the City as to the truth of all statements contained therein.

day of July, 2014		e City Coun	cil of the City o	f Falcon Heights, Minnesota th	is 23 <sup>1</sup>
Moved by:			Approved by:	Peter Lindstrom Mayor July 23, 2014	
LINDSTROM GOSLINE HARRIS LONG MERCER-TAYI	  LOR	In Favor Against	Attested by: _	Bart Fischer City Administrator July 23, 2014	

### **ESCROW AGREEMENT**

by and between

### CITY OF FALCON HEIGHTS, MINNESOTA

### KCS BUILDING COMPANY

and

# WELLS FARGO BANK, NATIONAL ASSOCIATION as Escrow Agent

Dated as of September 1, 2014

Relating to

City of Falcon Heights, Minnesota Lease Revenue Bonds, Series 2007A (Kaleidoscope Charter School Project)

> This instrument was drafted by: BRIGGS AND MORGAN (CJC) 2200 IDS Center 80 South Eighth Street Minneapolis, Minnesota 55402-2157

THIS ESCROW AGREEMENT, dated as of September 1, 2014, by and between the CITY OF FALCON HEIGHTS, MINNESOTA, a municipal corporation (the "Issuer"), KCS BUILDING COMPANY, a Minnesota nonprofit corporation (the "Borrower"), and WELLS FARGO BANK, NATIONAL ASSOCIATION in its capacity as trustee for the Prior Bonds (as hereafter defined) (the "Escrow Agent"):

#### WITNESSETH:

WHEREAS, the Issuer previously issued its Lease Revenue Bonds, Series 2007A (Kaleidoscope Charter School Project) dated as of November 1, 2007 (the "Prior Bonds") pursuant to that certain Indenture of Trust dated as of November 1, 2007 by and between the Issuer and Wells Fargo Bank, National Association (the "Original Indenture").

WHEREAS, the Borrower has requested that the City of Otsego, Minnesota issue its Charter School Lease Revenue Bonds (Kaleidoscope Charter School Project) Series 2014A (the "Refunding Bonds") for the purpose of, among other things, refunding in advance of their maturities the outstanding Prior Bonds as hereinafter provided.

WHEREAS, the Refunding Bonds are to be issued pursuant to that certain Indenture of Trust dated as of September 1, 2014 (the "Indenture").

WHEREAS, \$ proceed	s from	the	sale	of	the	Refunding	Bonds,	and
\$ from the sinking funds held ur	der the	Origi	nal In	dent	ture a	and \$	he	ld in
the reserve fund under the Original Indentu	re are o	n han	d or	are	being	g remitted	to the Es	crow
Agent and are being used to establish a cash	balance	of \$_		a	nd th	e remainde	er will be	used
to purchase certain Escrow Securities, as s	pecified	in th	nis Es	crov	w Ag	greement, v	which Es	crow
Securities will be held by the Escrow Agen	nt and b	e set	apart	and	d irre	evocably se	egregated	in a
special trust fund to provide for the discha	rge of t	he Pr	ior B	ond	s as	provided i	n this Es	crow
Agreement.								

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants set forth in this Escrow Agreement, the parties hereto agree as follows:

- Section 1. The Prior Bonds shall be called for optional redemption on November 1, 2015, and paid and redeemed at a redemption price of 100% of their principal amount. Escrow Agent agrees to pay the principal and interest on the Prior Bonds due on or before November 1, 2015. The Escrow Agent shall give proper notice of such redemption as provided in Article III of the Original Indenture and in the Notice of Redemption attached hereto as Exhibit A.
- <u>Section 2.</u> (a) There is hereby created and established with the Escrow Agent a special, segregated and irrevocable account designated the Escrow Fund to be held in trust by the Escrow Agent.
- (b) The Escrow Fund shall be invested in certain federal securities as described in Exhibit B hereto (in the aggregate the "Escrow Securities"), provided that such term may include any other securities acquired under section 12 of this Escrow Agreement. The Escrow Securities, together with the interest to be earned thereon and a beginning cash balance of \$\_\_\_\_\_ shall be used to refund the Prior Bonds by the payment of the principal of, premium on, and interest on the Prior Bonds due on or before November 1, 2015.

- (c) The Issuer and the Escrow Agent acknowledge receipt of a report, attached hereto as Exhibit C, of \_\_\_\_\_\_, an independent accountant (the "Accountant"), to the effect that the uninvested amounts in the Escrow Fund and the Escrow Securities, together with the interest to be earned thereon, will be sufficient to refund the Prior Bonds by the payment of the principal of, premium on, and interest on the Prior Bonds when due (by reason of maturity or early redemption on or before November 1, 2015).
- <u>Section 3.</u> The deposits made pursuant to section 2 hereof constitute an irrevocable deposit held in trust for the benefit of the holders of the Prior Bonds, and the uninvested amounts in the Escrow Fund and the Escrow Securities, together with any income or interest earned thereon, shall be held in trust and shall be applied solely for the Prior Bonds in accordance with the provisions hereof and the Indenture.
- Section 4. Except as set forth in this Escrow Agreement, the Escrow Agent shall have no other power or duty to invest any moneys held pursuant to this Escrow Agreement or to make substitutions of the Escrow Securities held pursuant to this Escrow Agreement or to sell, transfer or otherwise dispose of the Escrow Securities acquired pursuant to this Escrow Agreement except to collect the proceeds thereof at maturity and the interest thereon.
- <u>Section 5.</u> The Escrow Agent hereby acknowledges that all other action has been taken that is necessary to deem the Outstanding Prior Bonds paid within the meaning of the Indenture.
- <u>Section 6.</u> (a) The Escrow Agent shall collect the matured principal of and the interest on the Escrow Securities as the same become due and payable. Without further direction from anyone, including the Issuer or the Borrower, the Escrow Agent shall apply available funds from the Escrow Fund for the payment of the principal of, premium on, and interest due on the Prior Bonds on or before November 1, 2015.
- (b) If any Prior Bond shall not be presented for payment when the principal thereof shall have become due, whether at maturity or upon redemption, and if moneys or Escrow Securities shall at such times be held by the Escrow Agent in trust for that purpose sufficient and available to pay the principal of and any premium on such Prior Bond (whether at maturity or upon redemption), it shall be the duty of the Escrow Agent to hold said moneys or Escrow Securities without liability to the holder of such Prior Bond for interest thereon subsequent to such date, in trust for the benefit of the holder of such Prior Bond, who shall thereafter be restricted exclusively to said moneys or Escrow Securities for any claim of whatever nature on the holder's part on or with respect to said Prior Bond, including any claim for the payment thereof. All moneys or Escrow Securities required by the provisions hereof to be set aside or held in trust for the payment of the Prior Bonds and interest and premiums shall be applied to and used solely for the payment of the Prior Bonds and interest and any premium thereon with respect to which such moneys and Escrow Securities have been so set aside in trust.
- Section 7. The escrow created hereby shall be unconditional and irrevocable and the holders of the Prior Bonds shall have an express lien on all monies and Escrow Securities in the Escrow Fund until paid out, used and applied in accordance with this Escrow Agreement. This Escrow Agreement may, however, be amended for the purpose of:

- (i) curing any ambiguity or formal defect or omission in this Escrow Agreement;
- (ii) granting to, or conferring upon, the Escrow Agent for the benefit of the holder or holders of the Prior Bonds any additional rights, remedies, powers or Issuer that may lawfully be granted to, or conferred upon, such holder or holders;
- (iii) providing additional funds, securities or properties under this Escrow Agreement; or
- (iv) (but only with the consent of the holders of all Prior Bonds) effecting any other modification of or supplement to this Escrow Agreement;

upon submission to the Escrow Agent of each of the following:

- (a) a certified copy of proceedings of the Issuer approving and authorizing the amendment;
- (b) an opinion of Bond Counsel to the effect that the amendment (i) will not cause the interest on the Prior Bonds or the Refunding Bonds to become includable in the gross income of the owners thereof for federal income tax purposes; (b) will not violate the covenants in the Indenture relating to the Refunding Bonds not to cause the Prior Bonds or the Refunding Bonds, respectively, to become "arbitrage bonds" under Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and Treasury Regulations thereunder, or prohibited advance refunding bonds under Section 149(d) of the Code and the Treasury Regulations thereunder; and (iii) will not materially adversely affect the legal rights of the holders of the Prior Bonds; and
- (c) if the amendment affects the Escrow Fund, an opinion of a firm of independent certified public accountants or a firm that is an independent financial accountant acceptable to the Escrow Agent to the effect that after the amendment the Escrow Securities and the funds available or to be available for payment of the Prior Bonds remain sufficient to pay when due on the principal and interest on the Prior Bonds.
- <u>Section 8.</u> Separate and apart from any funds held by the Escrow Agent pursuant to this Escrow Agreement, the Borrower hereby agrees to pay the reasonable fees and expenses (including reasonable attorneys' fees) of the Escrow Agent for its services hereunder. The Escrow Agent shall have no lien whatsoever upon, and hereby unconditionally and expressly waives any such lien or any claim against any of the monies or Escrow Securities in the Escrow Fund for the payment of said fees and expenses.
- <u>Section 9.</u> Except as provided herein, no reinvestment of any sums held by the Escrow Agent shall be permitted and any such amounts not needed to pay, when due, the principal of or interest due on the Prior Bonds on or before November 1, 2015, shall be held as cash by the Escrow Agent in the Escrow Fund.
- Section 10. On or before January 1 of each year, commencing January 1, 2015, the Escrow Agent shall submit to the Borrower a report covering all money it shall have received and all payments it shall have made or caused to be made pursuant to this Escrow Agreement

during the preceding twelve months. Such report shall also list all obligations held in the Escrow Fund and the amount of money contained therein as of the date of the report.

Section 11. It is recognized that neither the Issuer nor the Borrower have title to, nor any other proprietary interest in, the Escrow Securities and moneys held in the Escrow Fund. It is further recognized that title to the Escrow Securities and moneys held in the Escrow Fund from time to time shall always be subject to the prior charge and lien thereon of this Escrow Agreement and the use thereof required to be made by the provisions of this Escrow Agreement. The Escrow Agent shall hold all such money and obligations in a special trust account separate and apart from all other funds and securities of the Escrow Agent as provided in this Escrow Agreement, and shall never commingle such money or securities with any other money or securities. For purposes of the foregoing sentence, it shall be sufficient, as to funds and securities held at the Chicago Federal Reserve Bank, for the Escrow Agent to earmark the same and segregate them on its books and records. It is understood and agreed that the responsibility of the Escrow Agent under this Escrow Agreement, with respect to such funds held in the Escrow Fund, is limited to the safekeeping and segregation of the money and securities deposited in the Escrow Fund, the collection of and accounting for the principal and interest payable with respect thereto, the application of money in the Escrow Fund as herein provided and Investment Action under Section 12 hereof.

<u>Section 12.</u> The Escrow Agent, shall liquidate and/or reinvest proceeds of Escrow Securities in direct non-callable United States obligations or non-callable obligations unconditionally guaranteed by the United States government (collectively, "Investment Action"), upon receipt by the Escrow Agent of each of the following:

- (i) an opinion of Bond Counsel to the effect that the Investment Action (A) will not cause the interest on the Refunding Bonds or the Prior Bonds to become includable in the gross income of the owners thereof for Federal income tax purposes; (B) will not violate the covenants in the Indenture relating to the Refunding Bonds not to cause the Prior Bonds or the Refunding Bonds, respectively, to become "arbitrage bonds" under Section 148 of the Code, and Treasury Regulations thereunder, or prohibited advance refunding bonds under Section 149(d) of the Code and the Treasury Regulations thereunder; and (C) will not materially adversely affect the legal rights of the holders of the Prior Bonds; and
- (ii) an opinion of a firm of independent certified public accountants acceptable to the Escrow Agent to the effect that after the Investment Action the Escrow Securities and the funds available or to be available for payment of the Prior Bonds and interest thereon will remain sufficient to pay when due or called for redemption, as the case may be, all principal of and interest on the Prior Bonds;

provided that no such opinions shall be required with respect to the reinvestment of receipts from Escrow Securities so long as the new investments mature on or before the next succeeding interest payment date on the Prior Bonds.

<u>Section 13.</u> The Escrow Agent shall not be responsible for any recital in this Escrow Agreement other than recitals as to the Escrow Agent. As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Escrow

Agent shall be entitled to rely upon a certificate signed on behalf of the Borrower or Issuer by officers thereof as sufficient evidence of the facts therein contained.

The duties and obligations of the Escrow Agent shall be determined solely by the express provisions of this Escrow Agreement and the Escrow Agent shall not be liable except for negligence on its part in the performance of such duties and obligations as are specifically set forth herein and therein, and no implied covenants or obligations shall be read into this Escrow Agreement against the Escrow Agent.

<u>Section 14.</u> This Escrow Agreement shall terminate when all payments required under this Escrow Agreement to be made to the holders of the Prior Bonds have been made in accordance with the provisions of this Escrow Agreement and the Indenture. Any monies held in the Escrow Fund upon termination hereof shall (after deduction for any fees and expenses then owed to the Escrow Agent for its services under the provisions hereof) be transmitted by the Escrow Agent to the Borrower.

<u>Section 15.</u> This Escrow Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument. This Escrow Agreement shall be governed by the laws of the State of Minnesota.

<u>Section 16.</u> The Issuer acknowledges that regulations of the Comptroller of the Currency grant the Issuer the right to receive brokerage confirmations of the security transactions as they occur. The Issuer specifically waives such notification to the extent permitted by law and will receive periodic cash transaction statements that will detail all investment transactions.

Section 17. This Escrow Agreement shall be binding upon and shall inure to the benefit of the Issuer, the Escrow Agent and their respective successors and assigns. In addition, this Escrow Agreement shall constitute a third party beneficiary contract for the benefit of the holders of the Prior Bonds. Such third party beneficiaries shall be entitled to enforce performance and observance by the Issuer and the Escrow Agent of the respective agreements and covenants contained in this Escrow Agreement as fully and completely as if such third party beneficiaries were parties hereto. Any corporation into which the Escrow Agent may be merged or with which it may be consolidated or any corporation resulting from any merger or consolidation to which it shall be a party or any corporation to which it may sell or transfer all or substantially all of its corporate trust business shall be a successor escrow agent without the execution of any document or the performance of any further act.

Except as provided above in Section 7, all of the rights, powers, duties and obligations of the Escrow Agent hereunder shall not be subject to amendment by the Escrow Agent and shall be binding on any successor to the Escrow Agent during the term of this Agreement.

Except as provided above in Section 7, all of the rights, powers, duties and obligations of the Issuer under this Escrow Agreement shall not be subject to amendment by the Issuer or the Borrower and shall be binding on any successor to the Issuer or the Borrower during the term of this Agreement.

All capitalized terms used but not defined in this Escrow Agreement shall have the meaning given them in the Indenture.

IN WITNESS WHEREOF, the parties hereto have each caused this Escrow Agreement to be executed by their duly authorized officers as of the date first above written.

Ву	
Its Mayor	
Ву	
Its Administrator	

CITY OF FALCON HEIGHTS, MINNESOTA

This is a signature page to the Escrow Agreement by and between Wells Fargo Bank, National Association, the City of Falcon Heights, Minnesota, and KCS Building Company.

# WELLS FARGO BANK, NATIONAL ASSOCIATION

By		
Its		

This is a signature page to the Escrow Agreement by and between Wells Fargo Bank, National Association, the City of Falcon Heights, Minnesota, and KCS Building Company.

## KCS BUILDING COMPANY

By		
•	Its	

This is a signature page to the Escrow Agreement by and between Wells Fargo Bank, National Association, the City of Falcon Heights, Minnesota, and KCS Building Company.

#### EXHIBIT A

#### NOTICE OF REDEMPTION AND PREPAYMENT

#### TO THE HOLDERS OF

City of Falcon Heights, Minnesota Lease Revenue Bonds, Series 2007A (Kaleidoscope Charter School Project)

NOTICE IS HEREBY GIVEN, pursuant to the provisions of the Indenture of Trust dated as of November 1, 2007, by and between the City of Falcon Heights, Minnesota and Wells Fargo Bank, National Association, that the principal amount of all of the above-referenced bonds maturing 2016 and thereafter, in the aggregate principal amount of \$7,755,000 (the "Bonds") will be prepaid and redeemed on November 1, 2015 (the "Redemption Date") at a price of 100% of the principal amount (the "Redemption Price") together with interest accrued to the Redemption Date.

Payment of the Redemption Price on the Bonds will become due and payable on each of the Bonds on the Redemption Date upon presentation and surrender to Wells Fargo Bank, National Association (the "Paying Agent") at the following addresses:

If By Ha	nd:	If By	y Mail:

It is suggested that the Bonds be mailed using registered insured mail since the method of delivery to the Trustee is at the option and risk of the holder of the Bonds. If payment of the Redemption Price is to be made to the registered owner of the Bond, you are not required to endorse the Bond to collect the Redemption Price. Interest on the principal amount of Bonds to be redeemed shall cease to accrue from and after the Redemption Date.

By WELLS FARGO BANK, NATIONAL ASSOCIATION,
Trustee

## EXHIBIT B

## **ESCROW SECURITIES**

## EXHIBIT C

Accountant's Report



# REQUEST FOR COUNCIL ACTION

Meeting Date	July 23, 2014
Agenda Item	Consent F4
Attachment	2 Contractor Estimates
Submitted By	Bart Fischer, City Administrator

Item	Approval for City Hall Carpet	
Description	Over the years, the carpet in City Hall has begun to show wear and stains. The carpet has been professionally cleaned a number of times to no avail. It is the recommendation of staff to replace the carpet in City Hall for the J.O. Thompson estimate of \$14,884.05.	
<b>Budget Impact</b>	This project will be funded from Fund 403-Parks/Recreation/Public Facilities Capital Improvements	
Attachment(s)	2 Contractor Estimates	
Action(s) Requested	Staff recommends the City Council approve the estimate from J.O. Thompson, Inc. for the replacement of the carpet in City Hall and authorize the Mayor and/or City Staff to execute all documents related to the project.	

Families, Fields and Fair

# J.O. Thompson Inc.

1558 Como Ave. St. Paul, MN 55108 651-646-6134 651-646-8956 (Fax)

## **Estimate**

Date	Estimate #
6/16/2014	5878

### Name / Address

City of Falcon Heights 2077 West Larpenteur Falcon Heights, MN 55113

Description	Qty	Rate	Total
Main Open Office, Office #1 & Fax Room			
Yards Carpet Squares - Ad Lib	137	21.60	2,959.20
Carpet Square Installation	137	6.50	890.50
Ln.Ft. Carpet Base - 5"	215	2.50	537.50
Take -up old carpet - Glued Direct	137	3.00	411.00
Disposal of old carpet	137	1.00	137.00
Vinyl Stairnose & Installation	1	35.00	35.00
Steps & Landings			
12x18 Carpet - Ad Lib	24	21.60	518.40
Carpet Installation - Glued Direct	24	6.50	156.00
Step Charge	1	250.00	250.00
Ln.Ft. Carpet Base	45	2.50	112.50
Take -up old carpet	1	115.00	115.00
Disposal of old carpet	24	1.00	24.00
Conference Room			
Yards. Carpet Squares - Ad Lib	21	21.60	453.60
Carpet Square Installation	21	6.50	136.50
Take -up old carpet	21	3.00	63.00
Disposal of old carpet	21	1.00	21.00

Pre Lien Notice: (A) ANY PERSON OR COMPANY SUPPLYING LABOR AND MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS. (B) UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNT DUE THEM FROM US UNTILL 120 DAYS AFTER COMPLETION OF THIS IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY THE PERSONS WHO SUPPLIED ANY LABOR OR MATERIALS FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NO Flege 1

Signed			
Signed			

Sales Tax (7.125%)

**Total** 

## J.O. Thompson Inc.

1558 Como Ave. St. Paul, MN 55108 651-646-6134 651-646-8956 (Fax)

Es	ti	in	na	ate	
_	•				

Date	Estimate #
6/16/2014	5878

#### Name / Address

City of Falcon Heights 2077 West Larpenteur Falcon Heights, MN 55113

Description	Qty	Rate	Total
Council Chamber	3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3		3700 (1 3000) 1 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3
Yards. Carpet Squares - Ad Lib	248	21.60	5,356.80
Carpet Square Installation	248	6.50	1,612.00
Take -up old carpet	248	3.00	744.00
Disposal of old carpet	248	1.00	248.00
Ln.Ft. Vinyl Stairnose & Installation	10	6.75	67.50
Ln.Ft. Rubber Reducers - T-Cap	9	3.95	35.55

Pre Lien Notice: (A) ANY PERSON OR COMPANY SUPPLYING LABOR AND MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS. (B) UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNT DUE THEM FROM US UNTILL 120 DAYS AFTER COMPLETION OF THIS IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY THE PERSONS WHO SUPPLIED ANY LABOR OR MATERIALS FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NO \*\*Rage\*\* 2

Signed			
0	 		 

Sales Tax (7.125%)	\$0.00
Total	\$14,884.05



#### Jerry's Floor Store

1550 County Highway 10 Spring Lake Park, MN 55432

Phone: 763-786-7570 Fax: 763-786-7253

## \* We are recognized as a SBE & WBE business by the Central Certification CERT Program

June 10th, 2014

To: City of Falcon Heights 2077 West Larpenteur Avenue Falcon Heights, MN 55113

Attn: Tim

For: City of Falcon Heights - Conference Room and Office

We hereby propose to supply all of the material and perform all of the labor for installation of carpet tile and stairwell sheet carpet as measured.

Carpet Tile: \$18.00 per square yard material allowance

Sheet Carpet at Stairwell: \$16.00 per square yard material allowance.

Carpet Base at Offices and Stairwell: \$16.00 per square yard material allowance.

Wood base to remain at conference room

Supply and install as described above: \$15,738.00

Pricing above includes demo and haul away of existing carpet and scraping existing adhesives to prepare surface for new carpet tile.

Minor floor prep and removal of existing adhesive is included. Any additional prep involving major floating or re-surfacing to be billed out at \$65.00 per man hour plus materials.

Price does not include protection of newly installed flooring.

All work to be performed during normal business hours.

Payment: 1/2 down to order and balance due upon substantial completion.

Any alteration or deviation from the above specification involving extra goods will be executed only upon written orders and will become a charge over and above the contract amount.

Respectfully.

Gregg Sellner
Jerry's Floor Store



# REQUEST FOR COUNCIL ACTION

Meeting Date	July 23, 2014
Agenda Item	Consent F5
Attachment	-Draft-PACE Joint Power Agreement-
	Falcon Heights & St Paul Port Authority
	-Resolution No. 14-14
Submitted By	Bart Fischer, City Administrator

Item	Approval of a Joint Power Agreement (JPA) with the St Paul Port Authority (SPPA)
	for the administration and implementation of a Property Assessed Clean Energy
	(PACE) Program.
Description	At the April City Council Workshop, Jeremy Kallin presented information on the St. Paul Port Authority's (SPPA) Property Assessed Clean Energy Program (PACE) and how the City could partner with the SPPA for implementation of the program in Falcon Heights. In addition, the Council discussed moving forward with a JPA with the SPPA at the May 7 <sup>th</sup> Workshop and directed staff to bring this forward at a future meeting.
	Attached is a Draft JPA with the SPPA for implementation and administration of a PACE program in the City of Falcon Heights. The City Attorney has reviewed the document as well.
	It is staff's recommendation that the City Council adopt the attached Resolution No. 14-14 approving the Draft JPA with the SPPA for implementation and administration of a PACE program in Falcon Heights.
Budget Impact	N/A-The SPPA will run this program on behalf of the City.
Attachment(s)	-Draft-PACE Joint Power Agreement-Falcon Heights & St Paul Port Authority -Resolution No. 14-14
Action(s) Requested	Staff recommends that the City Council adopt the attached Resolution No. 14-14 approving a Draft-Joint Powers Agreement with the St Paul Port Authority for implementation and administration of a PACE program in Falcon Heights and authorize the execution of any related documents by the appropriate City Officials.

Families, Fields and Fair



# Port Authority of the City of Saint Paul Property Assessed Clean Energy Program (PACE OF MN) JOINT POWERS AGREEMENT

Saint Paul Port Authority 850 Lawson Commons 380 St. Peter Street Saint Paul, MN 55102 (651) 224-5686 (651) 223-5198 (fax) www.sppa.com

REV 10/21/2013

#### JOINT POWERS AGREEMENT

This Agreement, made and entered into as of the 18<sup>th</sup> day of June, 2014, by and between the Port Authority of the City of Saint Paul (the "Port Authority"), a body corporate and politic, and the City of Falcon Heights, Minnesota, a municipal corporation (the "City"), provides as follows:

WHEREAS, the Port Authority has been engaged in governmental programs for providing financing in the City of Saint Paul and in other areas of the State of Minnesota (the "State") by making loans evidenced by various financing leases and loan agreements, and in the process of operating these programs the Port Authority has developed a high degree of financial expertise and strength; and

WHEREAS, Minnesota Statutes, Sections 216C.435 and 216C.436 and Chapter 429 (the "Act") authorize the City to provide for the financing of the acquisition and construction or installation of energy efficiency and conservation improvements (the "Improvements") on properties located within the boundaries of the City through the use of special assessments; and

WHEREAS, the Act authorizes the City to designate a local government unit other than the City to implement the program under the Act on behalf of the City; and

WHEREAS, the City has identified one or more projects within the boundaries of the City that will result in Improvements in need of financing, and has adopted Resolution No. 14-14 to designate the Port Authority to implement and administer a program on behalf of the City to finance such Improvements; and

WHEREAS, the Port Authority has created a program under the Act known as the Property Assessed Clean Energy Program ("PACE OF MN") for purposes of implementing and administering the activities described in the Act, and the Port Authority is willing to implement and administer that program on behalf of the City as requested herein; and

WHEREAS, the City has expressed a desire to make energy improvement financing programs of the kind managed by the Port Authority available for improvements of eligible properties within its boundaries, including but not limited to the Energy Savings Partnership, Trillion BTU (within the portion of the City served by Xcel Energy) and PACE OF MN, and a joint powers agreement is required between the City and the Port Authority PACE OF MN program; and

WHEREAS, the Improvements will serve citizens of the City of Saint Paul and the City, as well as Ramsey County and the State of Minnesota.

NOW THEREFORE, in consideration of the mutual covenants herein made, the parties to this Agreement hereby agree as follows:

- 1. The Port Authority shall exercise the powers of the Act on behalf of the City by utilizing to provide financing for Improvements located within the boundaries of the City. Except as otherwise provided in this Joint Powers Agreement, the Port Authority shall be solely responsible for the implementation and administration of PACE OF MN and the financing of the Improvements.
- 2. In connection with its implementation and administration of PACE OF MN, and its financing of the Improvements located within the boundaries of the City, it is anticipated that the Port Authority will enter into various agreements with persons wishing to obtain financing for Improvements located within the boundaries of the City as well as with sources of financing for such Improvements (collectively the "Program Documents").
- 3. The Port Authority will charge a fee for its implementation and administration of PACE OF MN, which fee will be described in, and payable under, the Program Documents.
- 4. The Port Authority will have the sole duty and responsibility to comply with or enforce covenants and agreements contained in the Program Documents. This power shall specifically include the responsibility for monitoring and enforcing compliance with the provisions of the Program Documents.
- 5. The source of funds to finance the Improvements shall be a taxable special assessment revenue bond(s) (the "Bond(s)") issued by the Port Authority in favor of a designated lending institution (the "Lender"), pursuant to which the Lender will advance funds under the Program Documents.
- 6. The Bond(s) shall be a special/limited obligation of the Port Authority, payable solely from special assessments levied by the City as provided herein. The Bond(s) and interest thereon shall neither constitute nor give rise to a general indebtedness or pecuniary liability, or a general or moral obligation, or a pledge or loan of credit of the Port Authority, the City, the City of Saint Paul or the State of Minnesota, within the meaning of any constitutional or statutory provision. To that end, the Port Authority hereby agrees to indemnify and hold harmless the City from and against any claims or losses arising out of the failure of the Port Authority to provide for the payment of principal of, and the interest or any premium on the Bond(s), from special assessment payments actually paid to the Port Authority by the City. This indemnity shall not, however, be construed to relate to any claims or losses which might arise by virtue of the exercise, by the City, of its governmental powers in connection with the Project, or by virtue of the failure of the City to levy and collect special assessments with respect to the Improvements or promptly remit such special assessment payments to the Port Authority as provided in the Program Documents.
- 7. As and for its contribution to the financing of the Improvements, and as provided in the Act, the City shall impose and collect special assessments necessary to pay debt service on that portion of the Bond(s) attributable to the Improvements located within the boundaries of the City. Evidence that the City has imposed such special assessments is a precondition to the Port Authority's obligation to provide financing to any Improvements located within the boundaries of the City.

- 8. Once the City has imposed special assessments to finance Improvements located within the boundaries of the City, the City shall collect and transfer all collections of the assessments upon receipt to the Port Authority for application to the payment of the applicable Bond(s). The City will take all actions permitted by law to recover the assessments, including without limitation, reinstating the outstanding balance of assessments when the land returns to private ownership, in accordance with Minn. Stat. Section 429.071, Subd. 4. The City acknowledges that the Lender is a third-party beneficiary of the City's covenants herein with respect to the imposition, collection and transfer of special assessments described herein.
- 9. Unless otherwise provided by concurrent action of the Port Authority and the City, this Agreement shall terminate upon the retirement or defeasance of all Bond(s), and this Agreement may not be terminated in advance of such retirement or defeasance.
- 10. This Agreement may be amended by the Port Authority and the City, at any time, by an instrument executed by both of them. No amendment hereof may be entered into by the Port Authority or the City, however, if the effect of such amendment would impair the rights of the holder of the Bond(s), unless such holder has consented to such amendment.
- 11. This Agreement may be executed in any number of counterparts, each of which when taken together shall constitute a single agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Port Authority and the City have caused this Agreement to be executed on their behalf, by their duly authorized officers, as of the day and year first above written.

# PORT AUTHORITY OF THE CITY OF SAINT PAUL

Ву:
Its: President
D.
By:
Its: Chief Financial Officer
CITY OF FALCON HEIGHTS, MINNESOTA
Ву:
Its:
By:
Its:
115.

# CITY OF FALCON HEIGHTS COUNCIL RESOLUTION

March 26, 2013

No. 14-14

\_\_\_\_\_

RESOLUTION DESIGNATING THE PORT AUTHORITY
TO IMPLEMENT AND ADMINISTER A PROJECT
ASSESSED CLEAN ENERGY IMPROVEMENT
FINANCING ON BEHALF OF THE CITY, AND
PROVIDING FOR THE IMPOSITION OF SPECIAL
ASSESSMENTS AS NEEDED IN CONNECTION WITH
THAT PROGRAM

**BE IT RESOLVED** by the City Council of the City of Falcon Heights (the "City"), as follows:

- 1. The Port Authority of the City of Saint Paul (the "Port Authority") has established the Property Assessed Clean Energy Program ("PACE OF MN") to finance the acquisition and construction or installation of energy efficiency and conservation improvements (the "Improvements"), on properties located throughout the State of Minnesota through the use of special assessments pursuant to Minnesota Statutes Sections 216C.435 and 216C.436 and Chapter 429 (the "Act").
- 2. The City has received and approved one or more applications and petitions for Special Assessments from owners of property located in the City desiring to participate in and receive financing pursuant to the Act.
- 3. In order to finance the Improvements, the City hereby determines that it is beneficial to participate in PACE OF MN, and to designate the Port Authority as the implementor and administrator of that program on behalf of the City for purposes of financing Improvements located within the City.
- 4. The City understands that the Port Authority will issue its PACE OF MN special assessment revenue bond(s) to finance the Improvements, and that the sole security for the bond(s) will be special assessments imposed by the other cities participating in PACE OF MN.
- 5. To facilitate and encourage the financing of Improvements located within the City, the City covenants to levy assessments for said Improvements on the property so benefitted, in accordance with the Application and Petition for Special Assessments received from the owner(s) of the Property and approved by the Port Authority. The

interest rate on the Special Assessments shall be the interest rate on the Bond(s), plus \_\_\_\_\_%.

- 6. After imposition of the special assessments, the City shall collect such assessments and remit them to the Port Authority for use in the repayment of the Bond(s). The City will take all actions permitted by law to recover the assessments, including without limitation, reinstating the outstanding balance of assessments when the land returns to private ownership, in accordance with Minn. Stat. Section 429.071, Subd. 4.
- 7. The Mayor and City Clerk are authorized to execute on behalf of the City, any documents, certificates or agreements necessary to implement the program authorized by this resolution.

Moved by:			Approved by	
Moved by.			Approved by:	Peter Lindstrom, Mayor July 23, 2014
LINDSTROM		In Favor	Attested by: _	
GOSLINE			J	Bart Fischer
HARRIS		Against	(	City Administrator
LONG		G		July 23, 2014
MERCER-TAYLOR	2		•	-



# REQUEST FOR COUNCIL ACTION

Meeting Date	July 23, 2014
Agenda Item	Consent F6
Attachment	Professional Services Agreement
Submitted By	Bart Fischer, City Administrator
	Chelsea Petersen, Community
	Development Coordinator

Item	Approval of a Professional Services Agreement with WSB & Associates, Inc. for
	Planning Services.
Description	With the upcoming retirement of Deb Jones, Council has previously approved the hiring of Chelsea Petersen as the new Community Development Coordinator. A planning consultant was also discussed to assist on large projects that the Zoning and Planning Director would have previously handled with the assistance of the City Attorney. By hiring a planning consultant, the City will reduce the reliance on attorney assistance, and therefore reduce legal fees.  Multiple consultants were interviewed, and staff recommends hiring WSB & Associates to be the City's planning consultant.
<b>Budget Impact</b>	Funds for a Planning Consultant have been accounted for in the 2014 budget.
Attachment(s)	Professional Services Agreement
Action(s) Requested	Staff recommends that the City Council approve the Professional Services Agreement to provide Planning Services with WSB & Associates, Inc.

Families, Fields and Fair

# WSB & ASSOCIATES, INC. PROFESSIONAL SERVICES AGREEMENT

This Agreement is made as of the day of Minnesota, hereinafter referred to as Client, and WSB & As offices located at 701 Xenia Avenue South, Suite 300, Minn	sociates, Inc., hereinafter referred to as Consultant, with
Witnesseth, that the Client and Consultant, for the considera	tion herein named, agree as follows:
SECTION 1 / GENERAL CONTRACT PROVISIONS These provisions shall be as set forth in Exhibit A.	<b>SECTION 5 / EXHIBITS</b> The following initialed Exhibits are attached to and made a part of this Agreement (check all that apply):
SECTION 2 / SCOPE OF WORK  The scope of work to be performed by Consultant is set forth in Exhibit C. The work and services to be performed hereunder and described in Exhibit C shall be referred to herein and in the General Contract Provisions as the Project.  SECTION 3 / COMPENSATION  Compensation to Consultant for services described in this agreement shall be as designated in the attached Exhibit D and as hereinafter described.  SECTION 4 / WORK SCHEDULE  The anticipated schedule is set forth in Exhibit C.	<ul> <li>X Exhibit A General Contract Provisions</li> <li>X Exhibit B Client Responsibilities</li> <li>X Exhibit C Scope of Work</li> <li>X Exhibit D Compensation</li> <li>Exhibit E Insurance Schedule</li> <li>X Exhibit F Fee Schedule</li> <li>SECTION 6 / ACCEPTANCE OF AGREEMENT</li> <li>All work and services described in this agreement shall be performed by Consultant only after written acceptance of the Client. The undersigned hereby accept the terms and conditions of this agreement and Consultant is hereby authorized to perform the services described herein.</li> </ul>
CLIENT: CITY OF FALCON HEIGHTS	CONSULTANT: WSB & ASSOCIATES, INC.
ADDRESS: 2077 LARPENTEUR AVENUE WEST FALCON HEIGHTS, MN 55113	ADDRESS: 701 XENIA AVENUE SOUTH SUITE 300 MINNEAPOLIS, MN 55416
BY:	BY:
SIGNATURE:	SIGNATURE:
TITLE:	TITLE:
BY:	BY:
SIGNATURE:	SIGNATURE:
TITLE:	TITLE:

## WSB & ASSOCIATES, INC. EXHIBIT A GENERAL CONTRACT PROVISIONS

#### ARTICLE 1 – GENERAL

These general contract provisions are incorporated in and become a part of the Agreement between WSB & Associates, Inc. (hereinafter referred to as Consultant) and the other party to the Agreement (Client) for the provision of Planning and Related services, as set out in the Agreement to which this letter is attached. Either party may be hereinafter referred to as party or, collectively, parties. The starting date will commence when authorized by the Client.

As used herein the term "Agreement" means:

- (1) The agreement for Planning and Related services;
- (2) These general contract provisions;
- (3) The attached exhibits; and
- (4) The supplemental agreement(s), where applicable.

The attached exhibits shall govern over these General Contract Provisions and the Supplemental Agreement(s), where applicable, shall govern over attached exhibits and these general provisions. The Agreement constitutes the entire understanding between the Consultant and Client. The Agreement supersedes all prior written or oral understanding and may only be amended, supplemented, modified or cancelled by a duly executed written instrument.

#### ARTICLE 2 - STANDARD OF CARE

The standard of care for all professional consulting and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant shall adhere to the standard of care in rendering the services hereunder. Except as otherwise provided herein, Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with its services.

#### ARTICLE 3 – ADDITIONAL SERVICES

If Client requests any services that are beyond the scope as set forth in the Agreement or that, due to changed conditions or changes in the method or manner of administration of the Project, the Consultant's effort required to perform its services under this Agreement exceeds the estimate which formed the basis for the Consultant's compensation, Consultant shall promptly notify the Client of that fact. Upon notification, Consultant shall be entitled to additional compensation for same, and an extension of time for completion of work absent written objection by Client.

# ARTICLE 4 – REPRESENTATIONS AND WARRANTIES OF CONSULTANT

Consultant represents and warrants to Client that:

- The timeline set forth in the scope of work is, assuming timely cooperation by Client, reasonable and sufficient to complete the scope of work as set forth in such timeline. Consultant will use its best efforts to perform consistent with the timeline.
- (2) Consultant will provide professional personnel with the credentials, background and experience to complete the scope of work consistent with the standard of care. The project manager will be Breanne Rothstein, or such other employee of Consultant as is reasonably acceptable to Client.
- (3) Consultant will comply with all applicable laws and regulations in performing the services hereunder and will complete the draft small area plan included in the scope of work consistent with any requirements of the Albert Lea Housing and Redevelopment Authority.

#### **ARTICLE 5 – Intentionally Deleted**

# ARTICLE 6 – OPINIONS OF PROBABLE COST

Opinions, if any, of probable cost, construction cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs provided for are made or to be made on the basis of the Consultant's experience and qualifications and represent the Consultant's best judgment as an experienced and qualified professional design firm. The parties acknowledge, however, that the Consultant does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractor's methods of determining their prices, and any evaluation of any facility to be constructed or acquired, or work of necessity must be speculative until completion of construction or acquisition. Accordingly, the Consultant does not guarantee that proposals, bids or actual costs will not vary from opinions, evaluations or studies submitted by the Consultant and assumes no responsibility for the accuracy of opinions of Probable Construction Costs. If Client wishes greater assurance as to probable Construction Cost, Client shall employ an independent cost estimator as part of its Project responsibilities.

# ARTICLE 7 – REUSE AND DISPOSITION OF INSTRUMENTS OF SERVICE

All documents including Plans and Specifications, reports drawings, CADD material and other work product prepared or furnished by CONSULTANT (and CONSULTANT'S independent professional associates and consultants) pursuant to this Agreement are instruments of service in respect of the Project and the CLIENT will be provided with information and reference in connection with the use and occupancy of the Project by CLIENT and others; however, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at CLIENT'S sole risk. If the CLIENT or CONSULTANT terminates this Agreement, copies of all files, records, and drawings in CONSULTANT'S possession relating to service performance for CLIENT shall be turned over to CLIENT without cost to CLIENT.

#### **ARTICLE 8 – PAYMENTS**

Payment to Consultant shall be on a lump sum or hourly basis as set out in the Agreement. Consultant is entitled to payment of amounts due plus reimbursable expenses. Client will pay the balance stated on the invoice unless Client notifies Consultant in writing of any disputed items within 15 days from the date of invoice. In the event of any dispute, Client will pay all undisputed amounts in the ordinary course, and the Parties will endeavor to resolve all disputed items. All accounts unpaid after 30 days from the date of original invoice shall be subject to a service charge of 1-1/2% per month, or the maximum amount authorized by law, whichever is less. The prevailing party shall be entitled to recover all reasonable costs and disbursements, including reasonable attorneys' fees, incurred in connection with a dispute concerning the amounts owed by Client. In addition, Consultant may, after giving seven days' written notice to Client, suspend services under this Agreement until it receives full payment for all amounts then due for services, expenses and charges.

#### ARTICLE 9 – HAZARDOUS MATERIALS

Notwithstanding the Scope of Services to be provided pursuant to this Agreement, it is understood and agreed that Consultant is not a user, handler, generator, operator, treater, storer, transporter or disposer of hazardous or toxic substances, pollutants or contaminants as any of the foregoing items are defined by Federal, State and/or local law, rules or regulations, now existing or hereafter amended, and which may be found or identified on any Project which is undertaken by Consultant.

#### ARTICLE 10 - INSURANCE

CONSULTANT shall secure and maintain such insurance as will protect CONSULTANT 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 \$2,000,000 each occurrence/aggregate

Automobile Liability \$2,000,000 combined single limit

Excess/Umbrella Liability \$2,000,000 each occurrence/aggregate

The CLIENT shall be named as an additional insured on the general liability and umbrella policies on a primary and non-contributory basis. That part of the Excess/Umbrella Liability Insurance limit in excess of the required Excess/Umbrella coverage may be utilized to supplement and meet the required limits for Commercial General and Automobile Liability Insurance.

The CONSULTANT shall secure and maintain a professional liability insurance policy. The policy shall insure payment of damages for legal liability arising out of the performance of professional services for the CLIENT, in the insured's capacity as CONSULTANT, if such legal liability is caused by a negligent act, error or omission of the insured. Changes to Chapter 257 of Mn LawSaid policy shall provide minimum limits of \$1,000,000 with a deductible maximum of \$50,000 unless the CLIENT agrees to a high deductible.

Before commencing work the CONSULTANT shall provide the CLIENT a certificate of insurance evidencing the required insurance coverage in a form acceptable to CLIENT. limits.

#### **ARTICLE 11 – TERMINATION**

This Agreement may be terminated by either party upon thirty days' written notice without cause. In the event of termination, copies of plans, reports, specifications, electronic drawing/data files (CADD), field data, notes, and other documents whether written, printed or recorded on any medium whatsoever, finished or unfinished, prepared by the Consultant pursuant to this Agreement and pertaining to the work or to the Project, (hereinafter "Instruments of Service"), shall be made available to the Client pursuant to Article 7. All provisions of this Agreement allocating responsibility or liability between the Client and Consultant shall survive the completion of the services hereunder and/or the termination of this Agreement.

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as the data exists.

#### **ARTICLE 12 – INDEMNIFICATION**

The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the Consultant's negligent acts, errors or omissions in the performance of professional services under this Agreement. See changes to Chapter 257 in Mn Laws effective August 1.

#### **ARTICLE 13 – ASSIGNMENT**

Neither Party to this Agreement shall assign its interest in this agreement, any proceeds due under the Agreement nor any claims that may arise from services or payments due under the Agreement without the written consent of the other Party. Any assignment in violation of this provision shall be null and void.

#### **ARTICLE 14 – CONTROLLING LAW**

This Agreement is to be governed by the laws of the State of Minnesota.

#### ARTICLE 15 – CONFLICT RESOLUTION

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Client and Consultant agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation as a precondition to any formal legal proceedings.

# ARTICLE 17 – DATA PRACTICES COMPLIANCE

Consultant will have access to data collected or maintained by the Client to the extent necessary to perform Consultant's obligation under this contract. Consultant acknowledges that, pursuant to Minn. Stat. § 13.05, subdivision 11, all of the data created, collected, received, stored, used, maintained or disseminated by Contract in performing the contract are subject to the requirements of the Minnesota Government Data Practices Act (the Act), Minnesota Statutes chapter 13. Consultant is required to comply with the requirements of the Act as if it were a government entity. Consultant acknowledges that the remedies provided in Minn. Stat. § 13.08 apply to Consultant with respect to such data. Consultant will notify the Client of all requests for data that Consultant receives. Consultant agrees to defend and indemnify the Client from any claim, liability, or damage that result from Consultant's violation of the Act or this section of the contract. Upon termination of this contract, Consultant agrees to return data to the Client as requested by the Client. The obligations of this section of the contract, including the obligation to defend and indemnify the Client, shall survive the termination of this Contract and shall continue so long

## WSB & ASSOCIATES, INC. EXHIBIT B CLIENT RESPONSIBILITIES

The Client's responsibilities related to the services to be provided by Consultant are generally as set out below. These responsibilities can be modified through Supplemental Agreements.

In order to permit the Consultant to perform the services required under this Agreement, the Client shall, in proper time and sequence and where appropriate to the Project, at no expense to the Consultant:

- 1. Provide available information as to its requirements for the Project, including copies of any design and construction standards and comprehensive plans which the Client desires Consultant to follow or incorporate into its work.
- 2. Guarantee access to and make all provisions for the Consultant to enter upon public and private lands to enable the Consultant to perform its work under this Agreement.
- 3. Provide such legal, accounting and insurance counseling services as may be required for this Project.
- 4. Notify the Consultant whenever the Client observes or otherwise becomes aware of any defect in the Project construction or design.
- 5. Designate a Client Representative with authority to transmit and receive instructions and information, interpret and define the Client's policies with respect to services rendered by the Consultant, and authority to make decisions as required for Consultant to complete services required under this Agreement.
- 6. Act promptly to approve all pay requests, Supplemental Agreements, or request for information by Consultant as set out below.
- 7. Furnish data (and professional interpretations thereof) prepared by or services performed by others, including where applicable, but not limited to, previous reports, core borings, sub-surface explorations, hydrographic and hydrogeologic surveys, laboratory tests and inspection of samples, materials and equipment; appropriate professional interpretations of the foregoing data; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property description; zoning, deed and other land use restrictions; and other special data.
- 8. Review all reports, sketches, drawings, specifications and other documents prepared and presented by the Consultant, obtain advice of legal, accounting and insurance counselors or others as Client deems necessary for such examinations and render in writing decisions pertaining thereto.

- 9. Provide the foregoing in a manner sufficiently timely so as not to delay the performance by the Consultant of the services in accordance with the Contract Documents.
- 10. Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others employed by the Client. Consultant shall endeavor to verify the information provided and shall promptly notify the Client if the Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose.
- 11. Client shall bear all costs incidental to compliance with the requirements of this article.

## WSB & ASSOCIATES, INC. EXHIBIT C SCOPE OF WORK

#### **GENERAL SCOPE OF SERVICES**

#### C.1 GENERAL SCOPE OF SERVICES AS CITY CONSULTANT

Subject to further clarification and refinement on a project-by-project basis, the Consultant shall in proper time and sequence perform the following duties:

- C.1.1 Answer questions from the public and outside agencies, as needed, related, but not limited to: subdivisions, zoning, and signs;
- C.1.2 Review building permits for zoning compliance;
- C.1.3 Participate in internal and external meetings involving planning questions and issues;
- C.1.4 Assist property owners and developers with applications related to zoning and development review by the City (e.g. providing maps, documents on file, etc.);
- C.1.5 Coordinate with City Staff to review applications for completeness (within 15 days of submittal) and provide required notification to MnDNR, MnDOT, County, City departments, and adjacent properties as required, including, but not limited to: conditional use permits, variances, zoning permits, sign permits (as needed to support current City Staff), subdivisions, and historic district design reviews.
- C.1.6 Prepare staff reports, presentations, associated maps and documents on land use applications;
- C.1.7 Assist in the preparation of legal notices for land use applications;
- C.1.8 Prepare correspondence regarding 60-day law requirements as needed;
- C.1.9 Attend and make presentations as needed to the Planning Commission and City Council at meetings where planning actions are being considered;
- C.1.10 Act, as needed, as a City liaison and representative with other communities and county, state, and federal agencies in areas of planning responsibility;
- C.1.11 Advise the City in a proactive manner of issues, opportunities, or trends that may require updates to ordinances, policies, plans, or procedures;
- C.1.12 Write and/or update the City's Comprehensive Plan, Zoning Ordinances,

## WSB & ASSOCIATES, INC. EXHIBIT C SCOPE OF WORK

Subdivision Regulations, and other City codes and policies as requested;

- C.1.13 Suggest the need for updates to land use, zoning and other maps and records;
- C.1.14 Provide Code Enforcement services as needed, including, but not limited to, field inspections and correspondence with property owners;
- C.1.15 Assist in the analysis of requests for street or easement vacations;
- C.1.16 Identify funding opportunities and deadlines that can enhance the City;
- C.1.17 Other tasks as deemed necessary by the City Council to maintain the level of service expected from the Planning Department.

## WSB & ASSOCIATES, INC. EXHIBIT D COMPENSATION

D.1 The City shall pay the Consultant for Basic Services rendered on the basis of a negotiated lump sum fee, on an hourly basis, or as a percentage of the construction cost, as mutually agreed to and deemed fair and reasonable for the particular work to be performed. The method of payment will be determined at the start of the project.

Consultants's current fee schedule with hourly rates is attached to this contract as Exhibit F. The rate schedule is for 2014, and will remain in effect for services rendered through December 31, 2014.

The fee schedule will be evaluated on an annual basis by the Consultant and adjusted to account for inflation and other factors. The Consultant will submit a revised fee schedule prior to December 31 on an annual basis.

The following represents the compensation terms:

#### D.1.1 General City Consulting Duties

Consultant will be compensated for these services based on an hourly rate. Consultant recognizes that it is important for the City to maximize the ability to assign time to projects or escrow accounts as much as possible, and Consultant will strive to meet this goal.

#### D.1.3 Special Projects

Compensation for specific studies or the design and construction of City improvements will be determined on a project-by-project basis. The proposed compensation will be detailed within a written letter proposal submitted by the Consultant to the City prior to beginning work. If the scope of the project changes after it is authorized, the Consultant will discuss it with the City and determine an appropriate fee modification. Typically, project fees are billed either as lump sum, hourly not-to-exceed, or a percentage of the construction cost.

#### D.1.5 Independent Consultants

The cost of services performed by independent consultants or agencies for environmental evaluation, soil testing, laboratory services, or other services will be billed to the City at the Consultant's cost with no markup.

#### D.1.6 Payment for Revisions or Other Work

If the City directs that revisions be made to the plans and specifications following approval of the plans and specifications by the City or if the City Council directs Consultant to perform other work, the Consultant shall be compensated for the cost of such revisions at the hourly fee. The Consultant shall be given additional compensation when additions consist of enlargement or extension of the project.

Additional compensation will be on the same basis as agreed to for the original plans and specifications.

### D.1.7 Receipt of Payment

In order to receive payment for services, the Consultant shall submit monthly invoices describing in detail the services performed in accordance with this contract. Separate statements shall be submitted for each project or a detailed breakdown shall be furnished showing the distribution of charges to each project. The City shall pay Consultant upon receipt of each monthly invoice. For hourly and percentage of construction cost contracts, the personnel who worked on the project shall be included. Construction services shall include daily reports detailing the time for each day that the individual was working on the project. All invoices will include the City representative who authorized the work.

#### D.1.8 Expenses

Consultant shall be reimbursed for reasonable expenses related to the scope of services of this contract and/or individual projects. The Consultant shall be reimbursed for the actual cost of the expenses, without markup. Typical expenses include, but are not limited to, the following:

- Permit fees
- Plan and specification reproduction fees
- Costs related to the development of project photos

The following shall not be considered reimbursable expenses:

- Mileage
- Mobile phone usage
- Computer equipment time
- Preparation and reproduction of common correspondence
- Mailing



#### **EXHIBIT F**

	Billing Rate/Hour
Principal	\$147
Associate	\$138
Senior Project Manager	\$128   \$138   \$147
Project Manager	\$113   \$119   \$128
Project Engineer	\$96   \$104   \$113   \$119   \$128
Graduate Engineer	\$76   \$82   \$87   \$92
Sr Landscape Architect / Sr Planner / Sr GIS Specialist	\$104   \$112   \$118   \$127   \$136
Landscape Architect / Planner / GIS Specialist	\$63   \$70   \$78   \$83   \$93   \$98
Engineering Specialist / Senior Environmental Scientist	\$86 \$93 \$98 \$104 \$113 \$122
Engineering Technician / Environmental Scientist	\$50 \$57 \$64 \$71 \$77 \$82
Construction Observer	\$85   \$90   \$95   \$100   \$106
Coring Crew	
One-Person Crew	\$155
Two-Person Crew	\$230
Survey Crew	
One-Person Crew	\$125
Two-Person Crew	\$155
Three-Person Crew	\$175
Underwater Inspection Dive Team	\$450
Office Technician	\$40   \$62   \$72   \$81

Costs associated with word processing, cell phones, reproduction of common correspondence and mailing are included in the above hourly rates. Vehicle mileage is normally included in our billing rates, but can be charged separately if specifically outlined by contract.

Reimbursable expenses include costs associated with plan, specification and report reproduction, permit fee, delivery cost, etc.

Rate Schedule is adjusted annually.

Each staff person is assigned one billing rate that is commensurate with their experience and expertise. Multiple rates illustrate the varying levels of experience within each category.





# REQUEST FOR COUNCIL ACTION

Meeting Date	July 23, 2014
Agenda Item	Policy G1
Attachment	-Councilmember Gosline Letter of
	Resignation
	-Resolution No. 14-15
Submitted By	Mayor Peter Lindstrom

Item	Approval of a Resolution accepting Council Member Keith Gosline's resignation and declaring that a vacancy exists.
Description	On June 12, 2014, Council Member Keith Gosline submitted a letter of resignation from the Council effective August 1, 2014. As part of the process, the City Council must adopt a resolution accepting Council Member Gosline's resignation and declaring that a vacancy exists. Attached is that resolution.
<b>Budget Impact</b>	N/A
Attachment(s)	-Council Member Gosline Letter of Resignation -Resolution No. 14-15
Action(s) Requested	Staff recommends that the City Council adopt Resolution No. 14-15, accepting Council Member Keith Gosline's resignation and declaring that a vacancy exists.

Families, Fields and Fair

## KEITH GOSLINE

June 12, 2014

Mayor Peter Lindstrom 2077 Larpenteur Avenue West Falcon Heights, MN 55113

Dear Mayor Lindstrom,

I have enjoyed the privilege and pleasure of being a member of the Falcon Heights City Council. Public service has given me insight into not only how city government works, but how each person can make a powerful and positive difference in the health and future of a city.

Regrettably, however; and due to personal circumstances beyond my control, I must resign my position as Council member effective August 1st, 2014. The incoming Council member is fortunate to be working such a compassionate and competent Mayor, Council, and City staff.

Please know I will always have a smile on my face and take great pride in having served our fellow residents with You, my fellow Council members, and the best City staff any city could hope for.

Sincerely yours,

Keith Gosline

## CITY OF FALCON HEIGHTS COUNCIL RESOLUTION

July 23, 2014

No. 14-15

## RESOLUTION ACCEPTING THE RESIGNATION OF COUNCIL MEMBER KEITH GOSLINE AND DECLARING A VACANCY ON THE CITY COUNCIL

**WHEREAS**, Council Member Keith Gosline tendered his resignation from the Falcon Heights City Council effective August 1, 2014; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of Falcon Heights, Minnesota,

WHEREAS, approximately three years remain of the regular four year term.

MERCER-TAYLOR

as follows: 1. That the resignation is accepted, and 2. That a vacancy exists on the Falcon Heights City Council \_\_\_\_\_\_ Approved by: \_\_\_\_\_ Moved by: Peter Lindstrom Mayor July 23, 2014 Attested by: LINDSTROM In Favor **GOSLINE** Bart Fischer **HARRIS** Against City Administrator **LONG** July 23, 2014