CITY OF FALCON HEIGHTS

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

AGENDA March 11, 2015

A.	CALL TO ORDER:
В.	ROLL CALL: LINDSTROM HARRIS BROWN THUNDER LONG MERCER-TAYLOR
	STAFF PRESENT: FISCHER SANDVIK
C.	PRESENTATIONS:
D.	APPROVAL OF MINUTES: February 25, 2015
E.	PUBLIC HEARINGS:
F.	CONSENT AGENDA: 1. General Disbursements through 3/5/2015: \$170,556.73 Payroll through 2/28/2015: \$13,568.87 2. Approval of City Licenses 3. Accepting Plans and Specifications and Ordering Advertisement for Bids for 2015 PMP 4. Approval of the 2015 Revision of the North Suburban Communications Commission JPA 5. Approval of Service Agreement between the City of Falcon Heights and the Great Plains Institute for Sustainable Development, Inc. (GPISD) 6. Appointment of Administrative Coordinator 7. Approval of Construction Agreement with the City of Roseville for Roselawn Avenue Improvements
G:	POLICY ITEMS: 1.
H.	INFORMATION/ANNOUNCEMENTS:
I.	COMMUNITY FORUM:
J.	ADJOURNMENT:

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CITY OF FALCON HEIGHTS

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

MINUTES February 25, 2015

A.	CALL TO ORDER: 7:00PM	
В.	ROLL CALL: LINDSTROM _X HARRIS _X_ BROWN THUNDERX LONGX_ MERCER-TAYLOR _X	
	STAFF PRESENT: FISCHER _X	
C.	PRESENTATIONS:	
D.	APPROVAL OF MINUTES: February 11, 2015	APPROVED

E. PUBLIC HEARINGS:

1. 2015 Pavement Management Project, Order Improvement and Preparation for Plans and Specifications.

City Engineer Kris Giga provided a presentation on the project and answered questions from the Council.

Mayor Lindstrom opened the public hearing at 7:29PM

Earl Schwartz who lives at the corners of Albert and Garden asked a question regarding the longevity of Garden Ave. which was reconstructed in 1999.

Anna Zobotnick of 1808 Asbury asked a question about how busier streets are looked at vs non-busier streets. Also, commented on how she feels it is not safe for kids to walk to Falcon Heights Elementary. She feels the need for sidewalks in the area.

Sam Berger of 1810 Holton had a question relating to why people are assessed the way they are instead of spreading out the costs across the community via the tax levy.

Kyle Roeckman, Moderator at Falcon Heights Church, asked a question relating to a water main break near the church recently and if St. Paul Water is going to replace water main in that area.

Frank Crowley of 1769 Snelling Ave Service Drive expressed a concern with a lot of traffic. Asked for restriction on that stretch of road.

Kent of 1747 Snelling Ave Service Drive also had a concern about the traffic on the Snelling Service Drive. Also asked about the 3 longer lots and the smaller assessments they will pay.

Mark_of 1757 Snelling Ave Service Drive asked if commercial properties paid assessments – yes at 60%.

The Mayor closed the public hearing at 7:58PM

Chuck Long Moved, Approved 5-0

F. CONSENT AGENDA:

- 1. General Disbursements through 2/4/2015: \$77,081.48 Payroll through 1/28/2015: \$13,161.69
- 2. Approval of City Licenses
- 3. Appointment of City Representative to the Cable Commission
- 4. Appointment of Community Development Coordinator
- 5. Award bids for the 2015 Cured in Place Pipe (CIPP) Sanitary Sewer Lining Project
- 6. Recreation Agreement with City of Lauderdale

Pam Harris Moved, Approved 5-0

G: POLICY ITEMS:

1.

H. INFORMATION/ANNOUNCEMENTS:

Council Member Mercer-Taylor: Announced an upcoming conference on sustainability.

 $\underline{\text{Council Member Brown Thunder:}} \ \underline{\text{Mentioned he would be attending his 1}^{\text{st}} \ NYFS \ Board meeting.}$

<u>Mayor Lindstrom:</u> Provided an update on the recent Community Engagement Commission. He also mentioned the process for replacing the City Administrator.

I. COMMUNITY FORUM:

J. ADJOURNMENT: 8:08PM



REQUEST FOR COUNCIL ACTION

Meeting Date	March 11, 2015
Agenda Item	Consent F1
Attachment	General Disbursements and Payroll
Submitted By	Roland Olson, Finance Director

Item	General Disbursements and Payroll
Description	General Disbursements through 3/5/2015: \$170,556.73 Payroll through 2/15/2015: \$13,568.87
Budget Impact	
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

PAGE: 1

3/05/2015 11:31 AM PACKET: 01181 Regular Payables

VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

=== VENDOR TOTALS ===

POST DATE		EDESCRIPTION	GROSS DISCOUNT	P.O. # G/L ACCOUNT	ACCOUNT NAME	DISTRIBUTION
	======	DUGH TREE SERVICE				======================================
I-8025 3/05/2015	APBNK	TREE INVENTORY SERVICE DUE: 3/05/2015 DISC: 3/05/2015 TREE INVENTORY SERVICE	2,072.65	1099: N 101 4134-80330-000	FORESTRY CONSULTANT	2,072.65
		=== VENDOR TOTALS ===	2,072.65			
		RATION #470				
I-470542885 3/05/2015	APBNK	SHOP MATS DUE: 3/05/2015 DISC: 3/05/2015 SHOP MATS	45.24	1099: N 101 4131-70110-000	SUPPLIES	45.24
		=== VENDOR TOTALS ===	45.24			
	OF ST PA	AUL				
I-IN00007618 3/05/2015	APBNK	STREET LIGHTS MAINTENANCE DUE: 3/05/2015 DISC: 3/05/2015 STREET LIGHTS MAINTENANCE	126.75	1099: N 209 4209-87120-000	REPAIR & MAINTENANCE	126.75
I-IN00007620 3/05/2015	APBNK	STREET LIGHTS MAINT. MATERIAL DUE: 3/05/2015 DISC: 3/05/2015 STREET LIGHTS MAINT. MATERIALS	12.74	1099: N 209 4209-87120-000	REPAIR & MAINTENANCE	12.74
		=== VENDOR TOTALS ===	139.49			
		RIC ASSOCIATION				
I-1480700028 3/05/2015		MARCH SOLAR ELECTRIC DUE: 3/05/2015 DISC: 3/05/2015 MARCH SOLAR ELECTRIC	530.00	1099: N 101 4131-85025-000	SOLAR ELECTRIC	530.00
		=== VENDOR TOTALS ===	530.00			
)1-03527 DELE						
I-981743 3/05/2015	APBNK	SOCKET ADAPTOR SET DUE: 3/05/2015 DISC: 3/05/2015 SOCKET ADAPTOR SET	2.86	1099: N 101 4131-70110-000	SUPPLIES	2.86

2.86

3/05/2015 11:31 AM

PACKET: 01181 Regular 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 __________ JOO EHLERS AND ASSOCIATES 1,000.00 I-66938 ARBITRAGE REPORTING SVCS 1099: N 3/05/2015 APBNK DUE: 3/05/2015 DISC: 3/05/2015 306 4306-94900-000 BOND FEES 1,000.00 ARBITRAGE REPORTING SVCS 1,000.00 === VENDOR TOTALS === 01-04092 FISCHER, BART J 16.33 I-201503055218 FEB MILEAGE REIMBURSEMENT 3/05/2015 APBNK DUE: 3/05/2015 DISC: 3/05/2015 1099: N FEB MILEAGE REIMBURSEMENT 101 4112-86010-000 MILEAGE & PARKING 16.33 === VENDOR TOTALS === 16.33 01-05115 GOPHER STATE ONE CALL 220.90 FEB LOCATES T-133098 3/05/2015 APBNK DUE: 3/05/2015 DISC: 3/05/2015 1099: N 601 4601-88030-000 LOCATES 220.90 FEB LOCATES 220.90 === VENDOR TOTALS === 01-05235 JAN-PRO CLEANING SYSTEMS 3/05/2015 APBNK DUE: 3/05/2015 DISC: 3/05/2015
MARCH CLEANING CHES I-47034 1099: N 101 4131-87010-000 CITY HALL MAINTENANCE 205.00 205.00 === VENDOR TOTALS === 01,07272 LILLIE SUBURBAN NEWSPAPER 3/05/2015 APBNK DUE: 3/05/2015 DISC: 3/05/2015
NOTICE OF STREET IMPROVEMENT 111.30 NOTICE OF STREET IMPROVEMENT 1099: N 101 4111-70410-000 LEGAL NOTICES 111.30 === VENDOR TOTALS === 111.30 01-05665 METROPOLITAN COUNCIL 35.833.92 I-1041633 APRIL S.S. 3/05/2015 APBNK DUE: 3/05/2015 DISC: 3/05/2015 1099: N 601 4601-85060-000 METRO SEWER CHARGES 35,833.93 APRIL S.S.

35,833.92

=== VENDOR TOTALS ===

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PACKET: 01181 Regular Payables

VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC

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ID		GROSS	P.O. #		
POST DATE BANK CODE	DESCRIPTION	DISCOUNT	G/L ACCOUNT	ACCOUNT NAME	DISTRIBUTION
85 METROPOLITAN					
I-1682	MEMBERSHIP DUES	45.00			
3/05/2015 APBNK	DUE: 3/05/2015 DISC: 3/05/2015		1099: N		
	MEMBERSHIP DUES		101 4112-86100-000	CONFERENCES/EDUCATION/AS	45.00
	=== VENDOR TOTALS ===	45.00			
		=========			========
1-05531 OFFICETEAM					
1-42419017	FRONT OFFICE RECEPTIONIST				
3/05/2015 APBNK	DUE: 3/05/2015 DISC: 3/05/2015		1099: N		
	FRONT OFFICE RECEPTIONIST		101 4112-60520-000	PART-TIME EMPLOYEES	532.4
	=== VENDOR TOTALS ===	532.44			
:=====================================		=========			=========
1-06030 OLSON, ROLAND					
I-201503055217	MILEAGE REIMBURSEMENT	31.17			
3/05/2015 APBNK	DUE: 3/05/2015 DISC: 3/05/2015		1099: N		
	MILEAGE REIMBURSEMENT		101 4113-86010-000	MILEAGE	31.17
	=== VENDOR TOTALS ===	31.17			
1-06024 ON SITE SANI	ration				
	PORTABLE TOILET - COMM PARK				
3/05/2015 APBNK	DUE: 3/05/2015 DISC: 3/05/2015		1099: N	DODMARIE MOTIEM DARKS	75 00
	PORTABLE TOILET - COMM PARK		601 4601-85080-000	PORTABLE TOILET PARKS	75.00
	=== VENDOR TOTALS ===	75.00			
1-06185 RAMSEY COUNT			=======================================		
MCOM-003934	FEB FLEET SUPPORT FEE	81.12			
	DUE: 3/05/2015 DISC: 3/05/2015		1099: N		
3,03,2023	FEB FLEET SUPPORT FEE		101 4124-86800-000	RADIO MESB/FLEET SUPPORT	81.12
	=== VENDOR TOTALS ===	81.12			
1-06184 RAMSEY COUNT	Y - 911 DISPATCH		_ = = = = = = = = = = = = = = = = = = =		
		100.00			
I-EMCOM-003904		480.09	1099: N		
3/05/2015 APBNK	DUE: 3/05/2015 DISC: 3/05/2015 FEB CAD SERVICES			911 DISPATCH FEES	480.09
T-FMCOM-003919	FEB 911 DISPATCH SVCS	2,473.65			
	DUE: 3/05/2015 DISC: 3/05/2015		1099: N		
3/03/2013 APBNA	FEB 911 DISPATCH SVCS			911 DISPATCH FEES	2,473.65
	=== VENDOR TOTALS ===	2,953.74			

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PACKET: 01181 Regular Payables

VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC

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DUE TO/FROM ACCOUNTS SUPPRESSED

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

----- ACCOUNT NAME----- DISTRIBUTION

303 REPUBLIC SERVICES

I-0923-002719 MARCH WASTE REMOVAL 44 3/05/2015 APBNK DUE: 3/05/2015 DISC: 3/05/2015 I-0923-002719

MARCH WASTE REMOVAL

447.48 1099: N

101 4131-82010-000 WASTE REMOVAL

447.48

=== VENDOR TOTALS ===

447.48

21,129.75

7,000.00

01-06449 SAVATREE/SAVALAWN

I-3585616 TREE REMOVALS 3/05/2015 APBNK DUE: 3/05/2015 DISC: 3/05/2015

TREE REMOVALS

STUMP GRINDING

1099: N 205 4205-85000-000 TREE REMOVALS

21,129.75

1099: N 3/05/2015 APBNK DUE: 3/05/2015 DISC: 3/05/2015 205 4205-85100-000 STUMP GRINDING STUMP GRINDING

> 28,129.75 === VENDOR TOTALS ===

01-05870 XCEL ENERGY

I-3585617

I-201503055220 ELECTRIC

3/05/2015 APBNK DUE: 3/05/2015 DISC: 3/05/2015

ELECTRIC

=== VENDOR TOTALS ===

38.92

38.92

209 4209-85020-000 STREET LIGHTING POWER

30.24

7.000.00

101 4121-85020-000 ELECTRIC

8.66

=== PACKET TOTALS ===

72,512.31

3/05/2015 9:29 AM

PACKET: 01179 ACCOUNTS PAYABLE 2015 VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

	EDESCRIPTION		P.O. # G/L ACCOUNT	ACCOUNT NAME	
01 22 BP					
1-201503055214	FUEL	418.93			
3/05/2015 APBNK	DUE: 3/05/2015 DISC: 3/05/2015 FUEL		1099: N 101 4132-74000-000	MOTOR FUEL & LUBRICANTS	418.93
	=== VENDOR TOTALS ===	418.93			
01-05233 LISA LYNN CO	NSULTING INC				
I-COFH:2:15	PERSONNEL CONSULTING	1,175.00			
3/05/2015 APBNK	DUE: 3/05/2015 DISC: 3/05/2015		1099: Y		1 175 00
	PERSONNEL CONSULTING		101 4112-80330-000	CONSULTANT	1,175.00
I-COFH:3:15	PERSONNEL CONSULTING	487.50			
3/05/2015 APBNK	DUE: 3/05/2015 DISC: 3/05/2015		1099: Y		
	PERSONNEL CONSULTING		101 4112-80330-000	CONSULTANT	487.50
	=== VENDOR TOTALS ===	1,662.50			
01-05582 MENARDS I-201503055215 3/05/2015 APBNK	LED LIGHT FOR OFFICE DESK DUE: 3/05/2015 DISC: 3/05/2015	86.08	1099: N		
3/05/2015 APBNA	LED WIRE FOR OFFICE DESK		101 4131-70110-000	SUPPLIES	86.08
I-201503055216	PAINT / SANDED UL	49.37			
3/05/2015 APBNK	DUE: 3/05/2015 DISC: 3/05/2015		1099: N		772 200
	PAINT / SANDED UL		101 4132-70120-000	SUPPLIES	49.37
	=== VENDOR TOTALS ===	135.45			
01-07374 TENNIS SANIT	ATION LLC				
.338799	FEB RECYCLING	5,769.00			
3/05/2015 APBNK	DUE: 3/05/2015 DISC: 3/05/2015		1099: N		
	FEB RECYCLING		206 4206-82030-000	RECYCLING CONTRACTS	
					5,769.00
	=== VENDOR TOTALS ===	5,769.00			5,769.00

2/27/2015 APBNK DUE: 2/27/2015 DISC: 2/27/2015

MARCH LIFE INSURANCE

MARCH LIFE INSURANCE

MARCH LIFE INSURANCE

=== VENDOR TOTALS ===

16.00

16.00

48.00

2/27/2015 2:28 PM PACKET: 01177 ACCOUNTS PAYABLE FEB 2015

VENDOR SET: 01 City of Falcon Heights SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

GROSS P.O. # -----ID---------- ACCOUNT NAME----- DISTRIBUTION DISCOUNT G/L ACCOUNT POST DATE BANK CODE ------DESCRIPTION-----J45 GRUBER'S POWER EQUIPMENT 57.42 JD BROOM REPAIR I-139960 2/27/2015 APBNK DUE: 2/27/2015 DISC: 2/27/2015 1099: N 57.43 101 4132-70120-000 SUPPLIES JD BROOM REPAIR 57.42 === VENDOR TOTALS === 01-05243 HINRICHS, RICH 309.34 MISC FIRE DEPT SUPPLIES 1-201502275210 2/27/2015 APBNK DUE: 2/27/2015 DISC: 2/27/2015 1099: N 309.34 101 4124-70100-000 SUPPLIES MISC FIRE DEPT SUPPLIES 1,109.23 CHIEF'S IPAD I-201502275212 2/27/2015 APBNK DUE: 2/27/2015 DISC: 2/27/2015 1099: N 402 4402-91000-000 MACHINERY & EQUIPMENT 1,109.23 CHIEF'S IPAD 1,418.57 === VENDOR TOTALS === 01-05153 HOME DEPOT CRC/GECF I-201502275206 MISC SHOP SUPPLIES
2/27/2015 APBNK DUE: 2/27/2015 DISC: 2/27/2015 686.07 I-201502275206 1099: N 101 4132-70120-000 SUPPLIES 686.07 MISC SHOP SUPPLIES VERTICAL BLINDS FOR CITY HALL 1,002.40 I-201502275207 2/27/2015 APBNK DUE: 2/27/2015 DISC: 2/27/2015 1099: N 403 4403-91000-000 MACHINERY & EQUIPMENT 1,002.40 VERTICAL BLINDS FOR CITY HALL 1,688.47 === VENDOR TOTALS === 01-05672 MN EQUIPMENT SOLUTIONS 2/27/2015 APBNK DUE: 2/27/2015 DISC: 2/27/2015 279.67 1099: N 279.67 101 4132-70120-000 SUPPLIES J.D. BROOM REPAIR 279.67 === VENDOR TOTALS === 01-05482 NCPERS MINNESOTA 80.00 MARCH LIFE INSURANCE I-201502275205

1099: N

80.00

101 4113-64034-000 LIFE INSURANCE

101 4112-64034-000 LIFE INSURANCE

101 4141-64034-000 LIFE INSURANCE

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PAGE: 2

2/27/2015 2:28 PM
ACKET: 01177 ACCOUNTS PAYABLE FEB 2015
ENDOR SET: 01 City of Falcon Heights
EQUENCE : ALPHABETIC
UE TO/FROM ACCOUNTS SUPPRESSED

GROSS P.O. # DISCOUNT G/L ACCOUNT -----ACCOUNT NAME----- DISTRIBUTION -----ID-----POST DATE BANK CODE ------DESCRIPTION-----263 NEXTEL COMMUNICATIONS, INC 79.91 CELL PHONE: PW I-610189225-140 2/27/2015 APBNK DUE: 2/27/2015 DISC: 2/27/2015 79.91 101 4121-85015-000 CELL PHONE CELL PHONE: PW 79.91 01-06544 TIM SANDVIK 2/27/2015 APBNK DUE: 2/27/2015 DISC: 2/27/2015
APMP MEETING FEE & MILEAGE 34.61 I-201502275209 1099: N 1099: N 101 4112-86100-000 CONFERENCES/EDUCATION/AS 5.00 29.61 101 4112-86010-000 MILEAGE & PARKING MILEAGE - APMP/MRPA MEETINGS 34.61 01-07228 CITY OF ST ANTHONY 52,865.50 MARCH POLICE SVCS I-3232 1099: N 2/27/2015 APBNK DUE: 2/27/2015 DISC: 2/27/2015 101 4122-81000-000 POLICE SERVICES 52,865.50 MARCH POLICE SVCS 52,865.50 01-06546 STAPLES I-8033283417 TONER / POST-ITS 109.58 2/27/2015 APBNK DUE: 2/27/2015 DISC: 2/27/2015 I-8033283417 TONER / POST-ITS 1099: N 109.58 101 4112-70100-000 SUPPLIES TONER / POST-ITS 109.58 98 WSB JAN CODE & PLANNING SERVICES I-201502275208 2/27/2015 APBNK DUE: 2/27/2015 DISC: 2/27/2015 208 4208-81900-000 OTHER PROFESSIONAL SERVI 990.00 JAN CODE & PLANNING SERVICES 990.00 === VENDOR TOTALS === 57,603.73 === PACKET TOTALS === fed withholdings 5273.80 st withholdings 815.57

68,267.98

2524.88

2050.00

DUMP TRUCK HYDRAULIC REPAIR

=== VENDOR TOTALS === 1,112.94

DUMP TRUCK HYDRAULIC REPAIR

2/26/2015 APBNK DUE: 2/26/2015 DISC: 2/26/2015

927.84

2/26/2015 9:30 AM ACKET: 01173 ACCOUNTS PAYABLE 2014-15 ENDOR SET: 01 City of Falcon Heights

EQUENCE : ALPHABETIC

I-PUBW-014340

UE TO/PROM ACCOUNTS SUPPRESSED

UE TO/FROM ACCOUNT	NTS SUPE	PRESSED				
POST DATE BA		DESCRIPTION	nragomim	P.O. # G/L ACCOUNT	ACCOUNT NAME	DISTRIBUTION
00 DISCOU						
I-1070559		WELD ON HINGE STEEL DUE: 2/26/2015 DISC: 2/26/2015	19.32	1099: N 101 4141-70100-000	SUPPLIES	19.32
		WELD ON HINGE STEEL	19.32			
		=== VENDOR TOTALS ===	:========	=======================================		
	PRODUCT					
I-105996 2/26/2015	APBNK	SHOP SUPPLIES DUE: 2/26/2015 DISC: 2/26/2015 SHOP SUPPLIES	158.69	1099: N 101 4131-70110-000	SUPPLIES	158.69
		=== VENDOR TOTALS ===	158.69			
01-05825 MUNIC	====== IPAL COI	=== VENDOR TOTALS === ECORPORATION				
I-252399 2/26/2015	APBNK	CODE UPDATE FEES DUE: 2/26/2015 DISC: 2/26/2015 CODE UPDATE FEES	1,359.82	1099: N 101 4116-85060-000	WEB SITE	1,359.82
		=== VENDOR TOTALS ===	1,359.82			
******	======		=========	=======================================	=======================================	
01-05978 NORTH	SUBURB	AN COMMUNICATIONS				
I-14-489 2/20/2015	APBNK	2015 CITY CABLE SERVICE DUE: 2/20/2015 DISC: 2/20/2015 2015 CITY CABLE SERVICE	12,737.32	1099: N 101 4116-85050-000	CABLE TV	12,737.32
		=== VENDOR TOTALS ===	12,737.32			
01-^-531 OFFIC		=== VENDOR TOTALS ===				
2368875 2/26/2015	APBNK	FRONT OFFICE RECEPTIONIST DUE: 2/26/2015 DISC: 2/26/2015 FRONT OFFICE RECEPTIONIST	858.69	1099: N) PART-TIME EMPLOYEES	858.69
		=== VENDOR TOTALS ===	858.69			=======================================
01-06185 RAMS						
I-PUBW-01432 2/26/2015	3 APBNK	BULK ROAD SALT DUE: 2/26/2015 DISC: 2/26/2015 BULK ROAD SALT	185.10	1099: N 101 4132-83030-00	0 SNOW REMOVAL	185.10

927.84

1099: N

101 4132-87000-000 REPAIR EQUIPMENT

PAGE: 3

2/26/2015 9:30 AM

ACKET: 01173 ACCOUNTS PAYABLE 2014-15 ENDOR SET: 01 City of Falcon Heights

EQUENCE : ALPHABETIC

UE TO/FROM ACCOUNTS SUPPRESSED

.======================================	NAL WATER SERVICE		GROSS DISCOUNT	P.O. # G/L ACCOUNT	ACCOUNT NAME	- DISTRIBUTION
I-201502265203	WATER/SS CHARGES		203.70			
2/26/2015 APBNK	DUE: 2/26/2015 DISC:	2/26/2015		1099: N 101 4131-85070-000	SEWER	22.76
	SS: CITY HALL			101 4131-85040-000		57.42
	WATER: CITY HALL SS: COMM PARK			101 4141-85070-000	SEWER	47.24
	WATER COMM PARK			101 4141-85040-000	WATER	76.28

203.70 === VENDOR TOTALS ===

WATER: COMM PARK

=== PACKET TOTALS === 21,790.56

2/26/2015 9:30 AM ACKET: 01173 ACCOUNTS PAYABLE 2014-15 ENDOR SET: 01 City of Falcon Heights

EQUENCE : ALPHABETIC
UE TO/FROM ACCOUNTS SUPPRESSED

T DATE B	ANK CODE	DESCRIPTION	GROSS DISCOUNT	P.O. # G/L ACCOUNT	ACCOUNT NAME	DISTRIBUTION
:=====================================	=======		: = = = = = = = = = =			
I-S0I0084043		REPAIR FIRE DEPT WASHER DUE: 2/26/2015 DISC: 2/26/2015 REPAIR FIRE DEPT WASHER	261.36	1099: N 101 4124-87029-000	REPAIR OTHER EQUIPMENT	261.36
		=== VENDOR TOTALS ===	261.36			
1-01046 BREDE	EMUS HARD	WARE COMPANY INC				
I-234140 2/20/2015	APBNK	SHOP DOOR KEYS DUE: 2/20/2015 DISC: 2/20/2015 SHOP DOOR KEYS	51.50	1099: N 403 4403-91000-000	MACHINERY & EQUIPMENT	51.50
		=== VENDOR TOTALS ===	51.50			
01-03123 CINT	as corpoi	RATION #470				
I-470539592 2/20/2015	APBNK	SHOP TOWELS/MATS/SOAP DUE: 2/20/2015 DISC: 2/20/2015 SHOP TOWELS/MATS/SOAP	106.86	1099: N 101 4131-70110-000	SUPPLIES	106.86
		=== VENDOR TOTALS ===	106.86		=======================================	
01-06290 CITY	OF ROSE	AITTE				
I-219970 2/26/2015	APBNK	JANUARY ENGINEERING SVCS DUE: 2/26/2015 DISC: 2/26/2015 SEWER LINING ENG NON RELATED PROJECT 2015 STREET PROJECT	4,469.71	101 4133-80100-000	SNELLING SVC DRIVES RELI ENGINEERING SERVICES 2015 STREET PROJECTS	1,161.18 693.03 2,615.50
		=== VENDOR TOTALS ===	4,469.71			
	======= Y OF ST I	=== VENDOR TOTALS === =================================		_ = = = = = = = = = = = = = = = = = = =		
I-IN0000733 2/20/2015	5 APBNK	TRAFFIC LIGHTS MAINTENANCE DUE: 2/20/2015 DISC: 2/20/2015 TRAFFIC LIGHTS MAINTENANCE	344.28	1099: N 209 20200-000	ACCOUNTS PAYABLE	344.28
		=== VENDOR TOTALS ===	344.28			=======================================
01-03527 DEL	EGARD TO	or combana				
I-980648 2/26/2015	APBNK	STICK COMBO/ADAPTOR/RATCHET DUE: 2/26/2015 DISC: 2/26/2015 STICK COMBO/ADAPTOR/RATCHET	106.37	1099: N 101 4131-70110-000) SUPPLIES	106.37

106.37

=== VENDOR TOTALS ===

PAGE: 1 PAYROLL DATE: 2/26/2015

			CHECK	CHECK	CHECK
EMP NO	EMPLOYEE NAME	TYPE	DATE	AMOUNT	NO.
-	MERCER-TAYLOR, ELIZABETH	R	2/26/2015	277.05	083792
(LONG, CHARLES E	R	2/26/2015	277.05	083793
0020	BROWN THUNDER, JOSEPH C	R	2/26/2015	277.05	083794
0634	KURHAJETZ, CLEMENT	R	2/26/2015	86.58	083795
0097	GAFFNEY, PATRICK	R	2/26/2015	115.44	083796
0172	ARCAND, MICHAEL W	R	2/26/2015	136.11	083797

***** DIRECT DEPOSIT LIST ****

2/28/2015 PAY PERIOD ENDING DIRECT DEPOSIT EFFECTIVE DATE 2/26/2015

> PAGE: 2 PAYROLL DATE: 2/26/2015

P #	NAME	TNUOMA
01-0013 01-0016 01-1004 01-1017 01-1136 01-1156 01-2154 01-0086 01-0095 01-0105 01-0123 01-0124 01-1030 01-1033 01-1143	PETER C LINDSTROM PAMELA M HARRIS BART J FISCHER TIMOTHY J SANDVIK ROLAND O OLSON ERICA L HEBL MAUREEN A ANDERSON RICHARD H HINRICHS MICHAEL J POESCHL ANTON M FEHRENBACH BRYAN R SULLIVAN MICHAEL D KRUSE TIMOTHY J PITTMAN DAVE TRETSVEN COLIN B CALLAHAN	316.50 277.05 2,598.83 1,399.83 1,507.76 250.33 88.43 825.00 115.44 322.71 110.96 110.96 1,620.79 1,415.73 1,439.27
TOTAL PR	RINTED: 15	12,399.59

2-26-2015 1:48 PM PAYROLL CHECK REGISTER AYROLL NO: 01 City of Falcon Heights

*** REGISTER TOTALS ***

REGULAR CHECKS: 6 1,169.28
DIRECT DEPOSIT REGULAR CHECKS: 15 12,399.59

PRINTED MANUAL CHECKS:

DIRECT DEPOSIT MANUAL CHECKS: VOIDED CHECKS:

NON CHECKS:

TOTAL CHECKS: 21 13,568.87

*** NO ERRORS FOUND ***

* * END OF REPORT **



REQUEST FOR COUNCIL ACTION

Meeting Date	March 11, 2015
Agenda Item	Consent F2
Attachment	N/A
Submitted By	Tim Sandvik, Deputy Clerk

Item	Approval of City Licenses
Description	The following individuals have applied for a Therapeutic Massage License for 2015. Staff has received the necessary documents for licensure. 1. Hair Designs Unlimited – Ruth Sharon Athuly (Independent operator)
Budget Impact	N/A
Attachment(s)	N/A
Action(s) Requested	Staff recommends that the Falcon Heights City Council approve the 2015 City License Applications.

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The City That Soars!

REQUEST FOR COUNCIL ACTION

Meeting Date	March 11, 2015
Agenda Item	Consent F3
Attachment	Resolution 15-05
Submitted By	Kristine Giga, Civil Engineer

Item	Accepting Plans and Specifications and Ordering Advertisement for Bids for the 2015 Pavement Management Project
Description	On February 25, 2015, a public improvement hearing was held for the 2015 PMP. Following the hearing, the City Council ordered the improvement and preparation of plans and specifications of the proposed project. The next step in the process is for the City Council to approve plans and specifications and authorize the advertisement for bids.
	State statute requires a City Council resolution approving plans and specifications and ordering the advertisement for bids for all public improvements to be assessed. Since a portion of the costs for the proposed project will be assessed to benefiting properties, the adoption of this resolution is required.
	 The following is a brief summary of proposed improvements. The following streets have been identified to be considered for improvements in 2015: Roselawn Avenue, from Snelling Avenue to Fairview Avenue (shared street with Roseville) East Snelling Avenue Service Drive, from Roselawn Avenue to Crawford
	 Avenue West Snelling Avenue Service Drive, from Roselawn Avenue to Larpenteur Avenue (BP gas station) Garden Avenue, from Snelling Avenue to Hamline Avenue
	Street Improvements: The recommended improvements for the streets were based on existing conditions of the pavement. Roselawn Avenue and Garden Avenue are proposed for bituminous reclamation. Bituminous reclamation (or reclaim) involves grinding the existing asphalt surface and underlying aggregate base together, which creates a new uniform roadway base material. Some of the reclaimed material is then removed in order to meet the existing curb and gutter grades. The new base will be graded and compacted in preparation for 4-inches of new bituminous pavement.
	Both of the Snelling Service Drives are proposed to be milled and overlaid. The existing pavement section is 9 to 10 inches thick. The top 2.5 inches of the existing pavement will be milled off. Any deficiencies noted in the pavement below will be corrected, any larger cracks routed and sealed, and then 3 inches of new bituminous pavement will be paved over the underlying existing pavement section.

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All of the roadways will be repaided to match the existing roadway widths. Existing curb and gutter will remain in place, with the exception of isolated areas that need repairs to replace damaged or sunken curb.

Pathway Improvements:

The existing pathway on Roselawn Avenue is deteriorated and needs improvement. The recommended improvement is to reclaim the existing pavement, regrade, and repave the pathway in its existing location.

Parking modifications:

Garden Avenue is 36 feet wide from Snelling to Holton, and currently allows parking on both sides of the street. State Aid standards require a minimum street width of 38 feet for parking to be allowed on both sides. As a result, staff is recommending changes to parking restrictions to meet the State Aid standards. Staff is recommending an 8-foot wide parking lane on the south side of the street, two 11-foot wide drive lanes, and a 6-foot shoulder on the north side of the street. The north side of the street would be posted no parking any time. Staff continues to evaluate options for increasing pedestrian safety along this corridor

Storm Drainage and Storm Water Quality Improvements:

The storm drainage system improvements are relatively minor and include maintenance on selected storm sewer manholes and catch basins. Where needed to improve drainage, new structures will be installed and connected to the existing storm sewer system.

Sanitary Sewer System Improvements:

The sanitary sewer system improvements are relatively minor and include maintenance on selected manholes. The 2015 Sanitary Sewer Lining Project includes the 2015 PMP sanitary sewer segments within the project scope.

Water System Improvements:

The water system is owned and operated by St. Paul Regional Water Services (SPRWS). Staff followed up with SPRWS after the public hearing, and was informed that no improvements are scheduled within the 2015 project.

Budget Impact

This project has the following financial implications for the City and property owners along the streets being considered for maintenance:

- Assessments levied in accordance with the City's assessment policy.
- Use of Municipal State Aid (MSA) and street infrastructure funds to pay the City's portion of the project.
- Expenditure of utility fund dollars to pay for repairs needed to the existing utility system.

Attachment(s)

Resolution 15-05

Action(s) Requested

Adopt Resolution Accepting Plans and Specifications and Ordering Advertisement for Bid for the 2015 Pavement Management Project

CITY OF FALCON HEIGHTS COUNCIL RESOLUTION

March 11, 2015

No. 15-05

RESOLUTION APPROVING PLANS AND SPECIFICATIONS AND ORDERING ADVERTISEMENT FOR BIDS FOR THE 2015 PAVEMENT MANAGEMENT PROJECT

WHEREAS, pursuant to resolution of the City Council adopted February 25, 2015, the City of Roseville Engineering Department has prepared plans and specifications for the improvement of the following streets:

- Roselawn Avenue, from Snelling Avenue to Fairview Avenue
- East Snelling Service Drive, from Roselawn Avenue to Crawford Avenue
- West Snelling Service Drive, from Roselawn Avenue to BP gas station
- Garden Avenue, from Snelling Avenue to Hamline Avenue

and has presented such plans and specifications to the City Council for approval;

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

- 1. Such plans and specifications, a copy of which is attached hereto, and made a part hereof, are hereby approved.
- 2. The City Administrator shall prepare and cause to be inserted in the *Roseville Review*, the official newspaper, and on *QuestCDN* an advertisement for bids upon the making of such improvement under such approved plans and specifications. The advertisement shall be published as required by law, shall specify the work to be done, shall state the date and time that the bids will be received by the City Administrator and City Engineer at which time they will be publicly opened in Falcon Heights City Hall by the City Engineer, will then be tabulated, and will subsequently be considered by the Council. No bids will be considered unless sealed and filed with the Administrator and accompanied by a cash deposit, certified check or bid bond payable to the City of Falcon Heights for ten percent (10%) of the amount of such bid.

Moved by:		Approved by:	
•			Peter Lindstrom, Mayor
			March 11, 2015
LINDSTROM	In Favor	Attested by: _	
BROWN THUNDER		-	Bart Fischer, City Administrator
HARRIS	Against		March 11, 2015
LONG			
MERCER-TAYLOR			



REQUEST FOR COUNCIL ACTION

Meeting Date	March 11, 2015
Agenda Item	Consent F4
Attachment	-Memo From NSCC Executive Director
	Cor Wilson
	-NSCC Joint Power Agreement-Redlined
	-NSCC Joint Powers Agreement-Final
	-NSCC By-Laws
Submitted By	Bart Fischer, City Administrator

Item	Approval of the 2015 Revision of the North Suburban Communications
	Commission (NSCC) Joint Power Agreement (JPA).
Description	Please find attached a memo from Cor Wilson Executive Director of the NSCC
	explaining the changes to the JPA. Staff has been involved throughout this process
	and would recommend approving the 2015 Revision of the North Suburban
	Communications Commission (NSCC) Joint Power Agreement (JPA).
Budget Impact	N/A
Attachment(s)	-Memo From NSCC Executive Director Cor Wilson
	-NSCC Joint Power Agreement-Redlined
	-NSCC Joint Powers Agreement-Final
	-NSCC By-Laws
Action(s)	Staff recommends that the Falcon Heights City Council approve the 2015 Revision
Requested	of the North Suburban Communications Commission (NSCC) Joint Power
	Agreement (JPA) and authorize the Mayor and City Administrator to execute all
	related documents.

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memo

TO: City Managers and Administrators

FROM: Coralie Wilson, Executive Director

DATE: February 23, 2015

SUBJECT: 2015 Revision of the Joint Powers Agreement

At the February 5, 2015, meeting of the North Suburban Communications Commission, the commissioners voted to recommend that the member cities approve the attached 2015 revision of the Joint Powers Agreement. I have attached both a redlined version and a final version.

This was work that we began last summer with you and the members of the NSCC/NSAC Strategic Planning Committee and continued with the commissioners and the committee at the end of 2014 and beginning of 2015. We ask that you put this on your city council agendas for approval as soon as possible. I would appreciate your letting me know when you have it scheduled. If you need to have me or Mike Bradley attend your council meeting, please let me know.

In addition, at the February meeting the commissioners approved revised by-laws, and a copy of that document is also attached for your information. As you know, the new City Manager and Administrator Committee was incorporated into the by-laws. The Telecommunications Advisory Committee will be disbanded. Expect a meeting of the new committee in March, as we, I hope, move forward on a franchise with CenturyLink.

Please call or e-mail me if you have any questions about the Joint Powers Agreement.

AMENDED

NORTH SUBURBAN CABLE COMMUNICATIONS COMMISSION JOINT AND COOPERATIVE AGREEMENT FOR THE ADMINISTRATION OF A CABLE COMMUNICATIONS SYSTEMFRANCHISE

I PARTIES

The parties to this Agreement are governmental units of the state of Minnesota. This Agreement is made pursuant to Minnesota statutes Section 471.59, as amended.

II. GENERAL PURPOSE

The general purpose of this Agreement is to establish an organization to monitor the operation and activities of cable communications, and in particular, the Cable Communication System (system) of the parties; to provide coordination of administration to administer and enforcement of the respective cable franchises of the parties; for their respective system; to administer the procedure for the renewal of the existing cable franchises and the procedure for the award of new cable franchises; to promote, coordinate, administer and develop community PEG access cable television channels and programming; and to conduct such other activities authorized herein as may be necessary to insure equitable and reasonable rates and service levels for the citizens—establish and enforce consumer protection standards for cable subscribers of the members of the organization.

III. NAME

The name of the organization is the North Suburban Cable Communications Commission (NSCC).

IV. DEFINITION OF TERMS

Section 1. For the purposes of this Agreement, the terms defined in this Article shall have the meanings given to them.

Section 2. "Commission" means the Board of Directors created pursuant to this Agreement.

- Section 3. "Council" means the governing body of a member.
- Section 4. "Franchise" means that cable communications franchise granted by all cities listed in Article V, section 1.
- Section 5. "Grantee" means the any person or entity to whom a franchise has been granted by a member.
 - Section 6. "Member" means a municipality which enters into this Agreement.
- Section 7. "System" means that cable communications system more specifically defined in the Franchise Ordinance of the Member.

V. MEMBERSHIP

- Section 1. The municipalities of Arden Hills, Falcon Heights, Little Canada, Lauderdale, Moundsview, New Brighton, North Oaks, Roseville, and St. Anthony., and Shoreview are eligible to be the Members of the Commission. Any municipality geographically contiguous to any of these named municipalities and served by a cable communications system through the same Grantee may become a Member pursuant to the terms of this Agreement.
- Section 2. Any municipality desiring to become a Member shall execute a copy of this Agreement and conform to all requirements herein.
- Section 3. The initial Members shall be those municipalities listed in sSection 1 of this Article V.
- Section 4. Municipalities desiring to become Members after the date specified in Article V, Section 3, may be admitted by an affirmative vote of two-thirds (2/3) of the votes of the Members of the commission, with at least five (5) Members voting in the affirmative. The Commission may, by resolution, impose conditions upon the admission of additional members.

VI. DIRECTORS; VOTING

Section 1. Each Member shall be entitled to one (1) director to represent it on the Commission. Each director is entitled to vote in direct proportion to the percent of annual revenues attributable to the municipality represented by the director to the total annual revenues of the system for the prior year rounded to the nearest whole number, provided, however, that each director shall have at least one vote. For the purposes of this section, the annual revenues for each Member and the total annual system revenues as of December 31 of each year shall be

determined by the records of the cable operator filed with the commission with the annual franchise fee. Prior to the first commission meeting in March of each year, the Secretary/Treasurer of the commission shall determine the number of votes for each Member in accordance with this section and certify the results to the Chair.

Section 2. A director shall be appointed by resolution of the Council of each Member. A director shall serve until a successor is appointed. and qualified. Directors shall serve without compensation from the Commission.

Section 3. Each Member shall-may appoint at least one an alternate director or directors. The Commission, in its By-Laws, may prescribe the extent of an alternate's powers and duties.

Section 4. A vacancy in the office of director will exist for any of the reasons set forth in Minnesota Statutes Section 351.02 or upon a revocation of a director's appointment duly filed by a Member with the commission. Vacancies shall be filled by appointment for the unexpired portion of the term of director by the Council of the Member whose position on the Board Commission is vacant.

Section 5. There shall be no voting by proxy, but all votes must be cast by the director or the duly authorized alternate at a Commission meeting.

Section 6. The presence of five directors representing a majority of the total authorized votes of all directors shall constitute a quorum, but a smaller number may adjourn from time to time.

Section 7. A director shall not be eligible to vote on behalf of the director's municipality during the time said municipality is in default on any contribution or payment to the commission. During the existence of such default, the vote or votes of such Member shall not be counted for the purposes of this Agreement.

Section 8. All official actions of the commission must receive two-thirds (2/3) of all authorized votes cast on that issue at a duly constituted meeting of the Commission and the affirmative vote of five directors. Abstentions shall not be considered authorized votes cast.

VII. EFFECTIVE DATE; MEETINGS; ELECTION OF OFFICERS

Section 1. A municipality may enter into this Agreement by resolution of its council and the duly authorized execution of a copy of this Agreement by its proper officers. Thereupon, the

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clerk or other appropriate officer of the municipality shall file a duly executed copy of this Agreement, together with a certified copy of the authorizing resolution, with the Commission. Office of the NSCC. The resolution authorizing the execution of the Agreement shall alsodesignate the director and the alternate for the municipality on the Commission, along with saiddirector's and alternate's address, and home and work phone numbers.

Section 2. This Agreement and any amendments thereto are effective on the date when executed agreements and authorizing resolutions of five of the municipalities all of the members named in Article V, Section 1, have been filed as provided in this Article.

Section 3. Officers of the commission shall be elected annually for one-year terms. Officers shallbe limited to two consecutive terms in a given office. [NOTE: Moved to Art. IX, Section 1.]

VIII. POWERS AND DUTIES OF THE COMMISSION

Section 1. The powers and duties of the Commission shall include the powers set forth in this Article.

Section 2. The Commission may make such contracts, grants, and take such other action as it deems necessary and appropriate to accomplish the general purposes of the organization. The Commission may not contract for the purchase of real estate without the prior authorization of the member municipalities. Any purchases or contracts made shall conform to the requirements applicable to Minnesota statutory cities.

Section 3. The commission shall assume all authority and undertake all tasks necessary to coordinate, administer, and enforce the Franchise of each Member except for that authority and those tasks specifically retained by a Member.

Section 4. The Commission shall continually review the operation and performance of the cable communications system of the Members and prepare and submit annual reports to the Members.

Section 5. The Commission shall undertake all procedures necessary to maintain uniformrates and to handle applications for changes in rates for the services provided by the Grantee.

Section 64. The Commission may provide for the prosecution, defense, or other participation in actions or proceedings at law in which it may have an interest, and may employ counsel for that purpose. It may employ such other persons as it deems necessary to accomplish its powers and duties. Such employees may be on a full time, part-time or consulting basis, as the Commission determines, and the Commission may make any required employer contributions which local governmental units are authorized or required to make by law.

Section 75. The Commission may conduct such research and investigation and take such action as it deems necessary including participation and appearance in proceedings of State and Federal regulatory, legislative or administrative bodies, or on any matter related to or affecting cable communication rates franchises. or levels of service.

Section 8686. The Commission may obtain from Grantee and from any other source such information relating to rates, costs and service levels—the cable communications franchises as any member is entitled to obtain from Grantee or others.

Section 97. The Commission may accept gifts, apply for and use grants, enter into agreements required in connection therewith and hold, use and dispose of money or property received as a gift or grant in accordance with the terms thereof.

Section 108. The Commission shall make an annual, independent audit of the books of the Commission to be made and shall make an annual financial accounting and report in writing to the Members. Its books and records shall be available for examination by the Members at all reasonable times.

Section 119. The commission may delegate authority to its executive committee. Such delegation of authority shall be by resolution motion of the Commission and may be conditioned in such a manner as the commission may determine.

Section 1210. The Commission shall adopt By-Laws which may be amended from time to time.

Section 1311. The Commission shall assume all responsibility for community cable be responsible for the PEG access channels and cable television programming within or for the geographic area of the Member cities of the Commission as more specifically delegated to the Commission from each Member pursuant to the terms and conditions of A Resolution Transferring Community Television programming Responsibilities from Group W Cable of the North-Suburbs/Inc., d/b/a Cable T. V. North Central. Should any Member withdraw from the commission as of the date of any renewal of the Cable Television Franchise Ordinance, or in any year thereafter, the withdrawing Member shall assume all responsibility for community cable PEG access cable television channels and television programming within or for the geographic

boundaries of the withdrawing municipality, as more specifically delineated in Article XI, Sections 2 or 3, of this Agreement.

Section 1412. The Commission may designate an entity or entities to perform any functions the Commission deems necessary relative to the commission's responsibility for community programming. The Commission may provide funds, support services, and the use of equipment and property to the designated entity, provided that title to all equipment and property shall not pass to the designated entity without the prior approval of all directors.

IX. OFFICERS

Section 1. The officers of the Commission shall consist of a chair, a vice-chair, and a secretary and a treasurer secretary/treasurer. Officers of the commission shall be elected annually for one-year terms. Officers shall be limited to two consecutive one-year terms in a given office.

Section 2. A vacancy in the office of chair, vice-chair, or secretary/treasurer secretary or treasurer shall occur for any of the reasons for which a vacancy in the office of a director shall occur. Vacancies in these offices shall be filled by the commission for the unexpired portion of the term.

- Section 3. The four-three officers shall all be members of the executive committee.
- Section 4. The chair shall preside at all meetings of the Commission and the executive committee. The vice-chair shall act as chair in the absence of the chair.
- Section 5. The secretary/treasurer shall be responsible for keeping a record of all of the proceedings of the commission and executive committee- and

Section 6. The treasurer shall be responsible for custody of all funds, for the keeping of all financial records of the Commission and for such other matters as shall be delegated by the commission. The Commission may require that the secretary/treasurer post a fidelity bond or other insurance against loss of Commission funds in an amount approved by the Commission, at the expense of the Commission. Said fidelity bond or other insurance may cover all persons authorized to handle funds of the Commission.

Section 76. The Commission may appoint such other officers as it deems necessary. All such officers shall be appointed from the membership of the commission.

Section 1. The fiscal year of the Commission shall be the calendar year.

Section 2. Commission funds may be expended by the commission in accordance with the procedures established by law for the expenditure of funds by Minnesota Statutory Cities. Orders, checks and drafts must be signed by any two of the officers. Other legal instruments shall be executed, with authority of the commission, by the chair and secretary/treasurer. Contracts shall be let and purchases made in accordance with the procedures established by law for Minnesota Statutory Cities.

Section 3. The financial contributions of the Members in support of the Commission shall be in direct proportion to the percent of annual franchise fee revenues of each Member to the total franchise fee revenues of the System for the prior year multiplied by the Commission's total annual budgetassessment to the Members. The annual budget shall establish the contribution of each Member for the ensuing year and a timetable for the payment of said contribution. The remainder of any franchise fee paid to the Member by Grantee shall be used for cable-related expenses.

Section 4. A proposed budget for the ensuing calendar year shall be formulated by the Commission and submitted to the Members on or before August 1October 15. Such budget shall be deemed approved by a Member unless, prior to October 15 preceding the effective date of the proposed budget, the Member gives notice in writing to the Commission that it is withdrawing from the Commission. Final action adopting a budget for the ensuing calendar year shall be taken by the Commission on or before November 1-December 15 of each year.

Section 5. Any Member may inspect and copy the commission books and records at any and all reasonable times. All books and records shall be kept in accordance with normal and accepted accounting procedures and principles used by Minnesota Statutory cities.

XI. DURATION

Section 1. The Commission shall continue for an indefinite term unless the number of Members shall become less than five. The Commission may also be terminated by mutual agreement of all of the Members at any time.

Section 2. In order to prevent obligation for its financial contribution to the Commission for the ensuing year, a Member shall withdraw from the Commission by filing a written notice with the secretary -Commission by October 15 July 1 of any year giving notice of withdrawal

effective at the end of that calendar year; and membership shall continue until the effective date of the withdrawal. Prior to the effective date of withdrawal, a notice of withdrawal may be rescinded at any time by October 15 by a Member. If a Member withdraws before dissolution of the commission, the Member shall have no claim against the assets of the Commission. A Member withdrawing after October 15 shall be obligated to pay its entire contribution for the ensuing year as outlined in the budget of the Commission for the ensuing year.

Section 3. Should any Member withdraw from the Commission, as of the date of any renewal of the Cable Television Franchise Ordinance, or in any year thereafter, the withdrawing member shall assume the responsibilities for community PEG access cable television channels and programming within and for the geographic boundaries of the withdrawing municipality as described in Article VIII, section 1311, herein. For the years following withdrawal pursuant to this section and so long as the "Resolution Transferring Community Television Programming Responsibilities" is effective, the withdrawing municipality shall receive from the Commission at the time of receipt by the Commission of the quarterly programming monies from the cable company an amount of money equal to the withdrawing municipality's pro rata share of the quarterly programming monies. Pro rata shall mean that percentage which the municipality would have had of the total votes of the Commission, had all ten municipalities remained members of the Commission. Additionally, the withdrawing municipality shall receive a pro rata share of any portion of the \$650,000 payment made to the Commission which the Commission has not specifically designated for the repair or replacement of equipment or facilities.

Section 4. In the event of dissolution, the Commission shall determine the measures necessary to affect the dissolution and shall provide for the taking of such measures as promptly as circumstances permit, subject to the provisions of this Agreement. Upon dissolution of the commission, all remaining assets of the Commission, after payment of obligations, shall be distributed among the then existing Members in proportion to the most recent Member-by-Member breakdown of the franchise fee as reported by the Grantee. The Commission shall continue to exist after dissolution for such period, no longer than six months, as is necessary to wind up its affairs but for no other purpose. After dissolution, all initial Members of the Commission shall receive their pro rata share of any quarterly annual and lump sum payments made by the cable company pursuant to "A Resolution Transferring Community Television-Programming Responsibilities."

IN WITNESS WHEREOF, the u	undersigned municipality has	s caused this Agreement to be
signed on its behalf this day of	, 20	
WITNESSED BY:		
	of	
	by:	
	Its:	
Filed in the office of the NSCC this	day of	, 20
Prepared by:		
Michael R. Bradley		
Bradley Hagen & Gullikson, LLC		
1976 Wooddale Drive, Suite 3A		
Woodbury, MN 55125		
(651) 379-0900		
mike@bradleylawmn.com		

AMENDED NORTH SUBURBAN COMMUNICATIONS COMMISSION JOINT AND COOPERATIVE AGREEMENT FOR THE ADMINISTRATION OF A CABLE COMMUNICATIONS FRANCHISE

I. PARTIES

The parties to this Agreement are governmental units of the state of Minnesota. This Agreement is made pursuant to Minnesota statutes Section 471.59, as amended.

II. GENERAL PURPOSE

The general purpose of this Agreement is to establish an organization to administer and enforce the respective cable franchises of the parties; to administer the procedure for the renewal of the existing cable franchises and the procedure for the award of new cable franchises; to promote, coordinate, administer and develop PEG access cable television channels and programming; and to conduct such other activities authorized herein as may be necessary to establish and enforce consumer protection standards for cable subscribers of the members of the organization.

III. NAME

The name of the organization is the North Suburban Communications Commission (NSCC).

IV. DEFINITION OF TERMS

- Section 1. For the purposes of this Agreement, the terms defined in this Article shall have the meanings given to them.
- Section 2. "Commission" means the Board of Directors created pursuant to this Agreement.
 - Section 3. "Council" means the governing body of a member.
- Section 4. "Franchise" means that cable communications franchise granted by all cities listed in Article V, section 1.

Section 5. "Grantee" means any person or entity to whom a franchise has been granted by a member.

Section 6. "Member" means a municipality which enters into this Agreement.

Section 7. "System" means that cable communications system more specifically defined in the Franchise Ordinance of the Member.

V. MEMBERSHIP

Section 1. The municipalities of Arden Hills, Falcon Heights, Little Canada, Lauderdale, Moundsview, New Brighton, North Oaks, Roseville, and St. Anthony are eligible to be the Members of the Commission. Any municipality geographically contiguous to any of these named municipalities and served by a cable communications system through the same Grantee may become a Member pursuant to the terms of this Agreement.

Section 2. Any municipality desiring to become a Member shall execute a copy of this Agreement and conform to all requirements herein.

Section 3. The initial Members shall be those municipalities listed in Section 1 of this Article V.

Section 4. Municipalities desiring to become Members after the date specified in Article V, Section 3, may be admitted by an affirmative vote of two-thirds (2/3) of the votes of the Members of the commission, with at least five (5) Members voting in the affirmative. The Commission may, by resolution, impose conditions upon the admission of additional members.

VI. DIRECTORS; VOTING

Section 1. Each Member shall be entitled to one (1) director to represent it on the Commission. Each director is entitled to vote in direct proportion to the percent of annual revenues attributable to the municipality represented by the director to the total annual revenues of the system for the prior year rounded to the nearest whole number, provided, however, that each director shall have at least one vote. For the purposes of this section, the annual revenues for each Member and the total annual system revenues as of December 31 of each year shall be determined by the records of the cable operator filed with the commission with the annual franchise fee. Prior to the first commission meeting in March of each year, the

Secretary/Treasurer of the commission shall determine the number of votes for each Member in accordance with this section and certify the results to the Chair.

Section 2. A director shall be appointed by resolution of the Council of each Member. A director shall serve until a successor is appointed. Directors shall serve without compensation from the Commission.

Section 3. Each Member may appoint an alternate director or directors. The Commission, in its By-Laws, may prescribe the extent of an alternate's powers and duties.

Section 4. A vacancy in the office of director will exist for any of the reasons set forth in Minnesota Statutes Section 351.02 or upon a revocation of a director's appointment duly filed by a Member with the commission. Vacancies shall be filled by appointment for the unexpired portion of the term of director by the Council of the Member whose position on the Commission is vacant.

Section 5. There shall be no voting by proxy, but all votes must be cast by the director or the duly authorized alternate at a Commission meeting.

Section 6. The presence of five directors representing a majority of the total authorized votes of all directors shall constitute a quorum, but a smaller number may adjourn from time to time.

Section 7. A director shall not be eligible to vote on behalf of the director's municipality during the time said municipality is in default on any contribution or payment to the commission. During the existence of such default, the vote or votes of such Member shall not be counted for the purposes of this Agreement.

Section 8. All official actions of the commission must receive two-thirds (2/3) of all authorized votes cast on that issue at a duly constituted meeting of the Commission and the affirmative vote of five directors. Abstentions shall not be considered authorized votes cast.

VII. EFFECTIVE DATE

Section 1. A municipality may enter into this Agreement by resolution of its council and the duly authorized execution of a copy of this Agreement by its proper officers. Thereupon, the clerk or other appropriate officer of the municipality shall file a duly executed copy of this Agreement, together with a certified copy of the authorizing resolution, with the Commission.

Section 2. This Agreement and any amendments thereto are effective on the date when executed agreements and authorizing resolutions of all of the members named in Article V, Section 1, have been filed as provided in this Article.

VIII. POWERS AND DUTIES OF THE COMMISSION

Section 1. The powers and duties of the Commission shall include the powers set forth in this Article.

Section 2. The Commission may make such contracts, grants, and take such other action as it deems necessary and appropriate to accomplish the general purposes of the organization. The Commission may not contract for the purchase of real estate without the prior authorization of the member municipalities. Any purchases or contracts made shall conform to the requirements applicable to Minnesota statutory cities.

Section 3. The commission shall assume all authority and undertake all tasks necessary to coordinate, administer, and enforce the Franchise of each Member except for that authority and those tasks specifically retained by a Member.

Section 4. The Commission may provide for the prosecution, defense, or other participation in actions or proceedings at law in which it may have an interest, and may employ counsel for that purpose. It may employ such other persons as it deems necessary to accomplish its powers and duties. Such employees may be on a full time, part-time or consulting basis, as the Commission determines, and the Commission may make any required employer contributions which local governmental units are authorized or required to make by law.

Section 5. The Commission may conduct such research and investigation and take such action as it deems necessary including participation and appearance in proceedings of State and Federal regulatory, legislative or administrative bodies, or on any matter related to or affecting cable communication franchises.

Section 6. The Commission may obtain from Grantee and from any other source such information relating to the cable communications franchises as any member is entitled to obtain from Grantee or others.

Section 7. The Commission may accept gifts, apply for and use grants, enter into agreements required in connection therewith and hold, use and dispose of money or property received as a gift or grant in accordance with the terms thereof.

Section 8. The Commission shall make an annual, independent audit of the books of the Commission and shall make an annual financial accounting and report in writing to the Members. Its books and records shall be available for examination by the Members at all reasonable times.

Section 9. The commission may delegate authority to its executive committee. Such delegation of authority shall be by motion of the Commission and may be conditioned in such a manner as the commission may determine.

Section 10. The Commission shall adopt By-Laws which may be amended from time to time.

Section 11. The Commission shall be responsible for the PEG access channels and cable television programming within or for the geographic area of the Member cities of the Commission Should any Member withdraw from the commission as of the date of any renewal of the Cable Television Franchise Ordinance, or in any year thereafter, the withdrawing Member shall assume all responsibility for PEG access cable television channels and programming within or for the geographic boundaries of the withdrawing municipality, as more specifically delineated in Article XI, Section 3, of this Agreement.

Section 12. The Commission may designate an entity or entities to perform any functions the Commission deems necessary relative to the commission's responsibility for community programming. The Commission may provide funds, support services, and the use of equipment and property to the designated entity, provided that title to all equipment and property shall not pass to the designated entity without the prior approval of all directors.

IX. OFFICERS

Section 1. The officers of the Commission shall consist of a chair, a vice-chair, and a secretary/treasurer. Officers of the commission shall be elected annually for one-year terms. Officers shall be limited to two consecutive one-year terms in a given office.

Section 2. A vacancy in the office of chair, vice-chair, or secretary/treasurer shall occur for any of the reasons for which a vacancy in the office of a director shall occur. Vacancies in these offices shall be filled by the commission for the unexpired portion of the term.

Section 3. The three officers shall all be members of the executive committee.

Section 4. The chair shall preside at all meetings of the Commission and the executive committee. The vice-chair shall act as chair in the absence of the chair.

Section 5. The secretary/treasurer shall be responsible for keeping a record of all of the proceedings of the commission and executive committee and shall be responsible for custody of all funds, for the keeping of all financial records of the Commission and for such other matters as shall be delegated by the commission. The Commission may require that the secretary/treasurer post a fidelity bond or other insurance against loss of Commission funds in an amount approved by the Commission, at the expense of the Commission. Said fidelity bond or other insurance may cover all persons authorized to handle funds of the Commission.

Section 6. The Commission may appoint such other officers as it deems necessary. All such officers shall be appointed from the membership of the commission.

X. FINANCIAL MATTERS

Section 1. The fiscal year of the Commission shall be the calendar year.

Section 2. Commission funds may be expended by the commission in accordance with the procedures established by law for the expenditure of funds by Minnesota Statutory Cities. Orders, checks and drafts must be signed by any two of the officers. Other legal instruments shall be executed, with authority of the commission, by the chair and secretary/treasurer. Contracts shall be let and purchases made in accordance with the procedures established by law for Minnesota Statutory Cities.

Section 3. The financial contributions of the Members in support of the Commission shall be in direct proportion to the percent of annual franchise fee revenues of each Member to the total franchise fee revenues of the System for the prior year multiplied by the Commission's total annual assessment to the Members.

Section 4. A proposed budget for the ensuing calendar year shall be formulated by the Commission and submitted to the Members on or before October 15. Final action adopting a budget for the ensuing calendar year shall be taken by the Commission on or before December 15 of each year.

Section 5. Any Member may inspect and copy the commission books and records at any and all reasonable times. All books and records shall be kept in accordance with normal and accepted accounting procedures and principles used by Minnesota Statutory cities.

XI. DURATION

Section 1. The Commission shall continue for an indefinite term unless the number of Members shall become less than five. The Commission may also be terminated by mutual agreement of all of the Members at any time.

Section 2. In order to prevent obligation for its financial contribution to the Commission for the ensuing year, a Member shall withdraw from the Commission by filing a written notice with the Commission by July 1 of any year giving notice of withdrawal effective at the end of that calendar year; and membership shall continue until the effective date of the withdrawal. Prior to the effective date of withdrawal, a notice of withdrawal may be rescinded by October 15 by a Member. If a Member withdraws before dissolution of the commission, the Member shall have no claim against the assets of the Commission. A Member withdrawing after October 15 shall be obligated to pay its entire contribution for the ensuing year as outlined in the budget of the Commission for the ensuing year.

Section 3. Should any Member withdraw from the Commission, the withdrawing member shall assume the responsibilities for PEG access cable television channels and programming within and for the geographic boundaries of the withdrawing municipality as described in Article VIII, section 11, herein. Section 4. In the event of dissolution, the Commission shall determine the measures necessary to affect the dissolution and shall provide for the taking of such measures as promptly as circumstances permit, subject to the provisions of this Agreement. Upon dissolution of the commission, all remaining assets of the Commission, after payment of obligations, shall be distributed among the then existing Members in proportion to the most recent Member-by-Member breakdown of the franchise fee as reported by the Grantee. The Commission shall continue to exist after dissolution for such period, no longer than six months, as is necessary to wind up its affairs but for no other purpose.

IN WITNESS WHEREOF, the u	indersigned municipality	has caused this Agreement to be
signed on its behalf this day of	, 20	
WITNESSED BY:		
	of	
	by:	
Its:		
Filed in the office of the NSCC this	day of	, 20
Prepared by:		
Michael R. Bradley Bradley Hagen & Gullikson, LLC 1976 Wooddale Drive, Suite 3A Woodbury, MN 55125 (651) 379-0900		

mike@bradleylawmn.com

BY-LAWS OF THE NORTH SUBURBAN COMMUNICATIONS COMMISSION

ARTICLE I. MEMBERSHIP

<u>Section 1</u>. The Members of this Commission are the municipalities listed below:

Arden Hills
Falcon Heights
Lauderdale
Little Canada
Mounds View
New Brighton
North Oaks
Roseville
St. Anthony

Section 2. Additional Members of the Commission may be added pursuant to the terms of a "JOINT AND COOPERATIVE AGREEMENT FOR THE ADMINISTRATION OF A CABLE COMMUNICATIONS FRANCHISE."

ARTICLE II. DEFINITIONS

- Section 1. For the purposes of these By-Laws, the terms defined in this Article have the meanings given them.
- <u>Section 2</u>. "Agreement" means the Joint and Cooperative Agreement for the Administration of a Cable CommunicationsFranchise.
- <u>Section 3</u>. "Commission" means the Board of Directors of the North Suburban Communications Commission.
- <u>Section 4</u>. "Member" means a municipality which is a Member of the Commission in accordance with the terms of the Agreement.

<u>Section 5</u>. "Council" means the governing body of a Member.

Section 6. All definitions included in Article IV of the Agreement are incorporated herein.

ARTICLE III. THE COMMISSION

<u>Section 1</u>. As provided in the Agreement, a Director and, at the discretion of the Member, an Alternate Director, shall be appointed by the Council of each Member to serve until their successors are appointed.

Section 2. Directors and Alternate Directors shall serve without compensation from the Commission, but this shall not prevent a Member from providing compensation to its Director or alternate for serving on the Commission if such compensation is authorized by the Member and by law.

Section 3. A vacancy on the Commission shall be filled by the Council whose position on the Commission is vacant, as provided in the Agreement.

Section 4. A Director shall not be eligible to vote on behalf of the Director's municipality during the time that said Member is in default on any contribution to the Commission payable under the provisions of these By-Laws and the Agreement. During the existence of any such default, the vote or votes of such Member shall not be counted as eligible votes for the purposes of these By-Laws or the Agreement.

Section 5. An Alternate Director from a Member may serve in lieu of a Director representing such Member, at any meeting of the Commission, if such Director is not present at such meeting. If a Director is also an officer of the Commission, however, the alternate to such Director shall not be entitled to serve as such officer in the absence of the officer.

ARTICLE IV. POWERS AND DUTIES OF THE COMMISSION

Section 1. The powers and duties of the Commission are those set forth in Article VIII of the Agreement.

ARTICLE V. FINANCIAL MATTERS

- Section 1. Commission funds may be expended in accordance with the procedures established by law for the expending of funds by Minnesota Statutory Cities. Orders, checks, drafts and other legal instruments shall be signed by any two officers. Contracts shall be let and purchases made in accordance with the procedures established by law for Minnesota Statutory Cities.
- Section 2. Directors and Alternate Directors shall be permitted to inspect the financial records of the Commission at all reasonable times.
 - <u>Section 3</u>. The fiscal year of the Commission shall be the calendar year.
 - <u>Section 4.</u> A depository for Commission funds shall be designated by the Commission.
- <u>Section 5</u>. At the end of each calendar year the Secretary/Treasurer shall cause to be made an annual financial audit and report and submit the same in writing to the Commission.
- Section 6. Any Member may inspect and copy the Commission books and records at any and all reasonable times. All books and records shall be kept in accordance with normal and accepted accounting procedures and principles used by Minnesota Statutory Cities.

ARTICLE VI. OFFICERS

Section 1. The officers and their duties shall be those set forth in Article IX of the Agreement.

ARTICLE VII. EXECUTIVE COMMITTEE

- <u>Section 1</u>. The Executive Committee shall consist of the three (3) officers of the Commission.
 - Section 2. Two (2) Members of the Executive Committee shall constitute a quorum.
- Section 3. Each Member of the Executive Committee shall have one (1) vote at any meeting of the Executive Committee. Executive Committee action shall require the affirmative vote of a majority of its Members present.
- Section 4. The Executive Committee shall meet at the call of the Chair or any two (2) Members of the Executive Committee. Notice of an Executive Committee meeting shall be given in

accordance with applicable law.

Section 5. The Executive Committee may act in the interval between meetings of the Commission and shall act only on such administrative matters as specifically authorized by the Commission. The Executive Committee shall not expend Commission funds, enter into contracts, or otherwise bind the Commission except upon express authorization from the Commission.

Section 6. Copies of all minutes of the Executive Committee shall be sent to all Directors.

ARTICLE VIII. MEETINGS

Section 1. Regular meetings of the Commission shall be held a minimum of six times per year, unless canceled by the Chair or by vote of the Commission, on the first Thursday of the month at 7:00 p.m. at a location designated by the Commission. No more than two (2) consecutive regular Commission meetings may be canceled. The Commission shall adopt a schedule of regular meetings prior to the beginning of the calendar year. Regular meetings shall adjourn at 10:00 p.m. unless extended for a specific period of time by a vote of all Directors present at 10:00 p.m.

Special meetings of the Commission may be called by the Chair or any three (3) Directors. The purpose of any special meeting shall be stated in the notice of the meeting, and business transactioned at any special meeting shall be confined to the purposes stated in such notice.

Section 3. Written notice of regular meetings shall be mailed to all Directors at least five (5) days prior to each meeting and written notice of special meetings shall be mailed to all Directors at least three (3) days prior to each such meeting.

Section 4. Notices of all meetings shall specify the time and place of such meetings and shall include the agenda of said meeting. The time and place of all meetings called by the Executive Committee shall be determined by the Chair. The time and place of special meetings called by others shall be determined by the persons calling the meetings. Any item requiring action of the Commission shall not be acted upon by the Commission unless said item is supported by documentation which shall be delivered to all Directors at least 48 hours prior to the Call to Order of the meeting, unless waived by a unanimous vote of all Directors in attendance at said meeting.

<u>Section5.</u> Copies of the minutes of any meeting of the Commission shall be distributed

to each Director.

Section 6. Unless otherwise specified in the Agreement or in these By-Laws, all meetings of the Commission and all meetings of the Executive Committee and other committees of the Commission shall be conducted in accordance with Rosenberg's Rules of Order and in accordance with the Minnesota Open Meeting Law, as applicable.

Section 9. The Commission may adopt other rules to govern the conduct of its meetings, including such matters as rules for participation by the public.

ARTICLE IX. COMMITTEES

Section 1. The Commission may appoint such committees as it shall from time to time deem necessary.

Section 2. The Commission may appoint a City Manager and Administrator Committee.

- A. The Manager/Administrator Committee will consist of the Manager or Administrator of each of the member cities. The Manager or Administrator may designate a member of his/her management staff to serve on the Committee.
- B. The Manager/Administrator Committee will serve as a standing committee and will be responsible for advising the Commission consistent with the direction and policies established by the Commission. Some of the primary responsibilities include:
 - (i.) Review and advise the Commission on proposed formal actions related to the administration and oversight of the Member Cities' franchise agreements;
 - (ii.) Periodically monitor and review finance reports and make recommendations to the Commission on annual budgets for the Commission; and
 - (iii.) Advise the Commission in regulatory matters, including transfers of ownership, franchise renewal and new franchises.

- C. The Manager/Administrator Committee shall meet a minimum of four times per year. Special meetings may be called by any four members of the Committee, or by the Commission. Special meetings should have a least 24 hours notice to all members of the Committee.
- D. The Commission shall appoint a Director to serve as the liaison from the Commission to the Committee and who shall attend Committee meetings as the Commission's representative.
- Section 3. Any committees appointed by the Commission shall elect a chair, who shall preside at the meetings, and a vice-chair, who shall preside at the meetings in the absence of the chair. The chair and vice-chair shall serve for one one-year term and may be re-elected for one one-year term. Vacancies shall be filled by the committee for the unexpired portion of the term.
- Section 4. The Executive Director of the Commission or his/her designee shall serve as the staff to committees appointed by the Commission.

ARTICLE X. AMENDMENT TO BY-LAWS

- Section 1. These By-Laws may be amended at any regular or special meeting of the Commission provided that a five (5) day prior notice of the proposed amendment has been furnished to all Directors. An amendment may be proposed in writing filed with the Chair by any Member, a Director, by the Executive Committee or by the Commission on its own motion.
- Section 2. A two-thirds (2/3) vote of the authorized votes cast on the issue and the affirmative vote of five (5) Directors shall be necessary to adopt any proposed amendment to these By-Laws.
- <u>Section 3</u>. In any instance where these By-Laws are in conflict with the Joint and Cooperative Agreement for the Administration of a Communications System, such Agreement shall control.
 - <u>Section 4.</u> These By-Laws are effective upon their adoption by the Commission.

Dated: February 5, 2015	Signed:
	Chair
	Officer



REQUEST FOR COUNCIL ACTION

Meeting Date	March 11, 2015	
Agenda Item	Consent F5	
Attachment	-Service Agreement between the City of	
	Falcon Heights and the GPISD	
Submitted By	Bart Fischer, City Administrator	

Item	Approval of a Service Agreement between the City of Falcon Heights and the Great		
	Plains Institute for Sustainable Development, Inc. (GPISD)		
Description	In the very recent past, the City of Falcon Heights applied for an MPCA grant to conduct a Citywide Resilience Analysis. The MPCA did authorize the grant and the City looks to enter into a service agreement with GPISD to assist in accomplishing the analysis.		
	The agreement has been reviewed by staff and the City Attorney. It is staff's recommendation to approve the agreement.		
Budget Impact	This is a matching grant of which the City must pay \$1,000.		
Attachment(s)	Service Agreement between the City of Falcon Heights and the GPISD		
Action(s) Requested	Staff recommends that the Falcon Heights City Council approve the Service Agreement between the City of Falcon Heights and the GPISD and authorize the Mayor and City Administrator to execute any related documents.		

Families, Fields and Fair

SERVICE AGREEMENT BETWEEN THE CITY OF FALCON HEIGHTS AND THE GREAT PLAINS INSTITUTE FOR SUSTAINABLE DEVELOPMENT, INC.

THIS AGREEMENT is made effective on the 2th day of March, 2015, by and between the City of Falcon Heights ("City of Falcon Heights"), a unit of government, and The Great Plains Institute for Sustainable Development, Inc., ("Great Plains Institute"), a Minnesota non-stock corporation with address at 2801 21st Avenue S, Suite 220, Minneapolis, MN 55407 federal tax identification number 41-1921126.

RECITALS

WHEREAS, City of Falcon Heights desires to retain Great Plains Institute to provide certain professional services with respect to Falcon Height's project known as the Citywide Resilience Analysis ("Project"); and

WHEREAS, Great Plains Institute agrees to provide such services upon the terms and conditions contained herein;

NOW THEREFORE, the parties agree as follows:

SECTION 1: GREAT PLAINS INSTITUTE 'S RESPONSIBILITIES

- 1.1 Services and Additional Tasks. Great Plains Institute agrees to provide the professional services ("Services") described in Attachment A to this agreement. Great Plains Institute may also perform additional services as may be requested by City of Falcon Heights subject to a signed addendum to this agreement.
- **1.2 Performance Level.** In performing the Services, Great Plains Institute will use the degree of care and skill ordinarily exercised under similar circumstances by members of Great Plains Institute's profession practicing in the same locality.
- 1.3 Independent Contractor. Great Plains Institute will perform the Services as an independent contractor, and shall not be deemed, by virtue of this Agreement, to have entered into any partnership, joint venture or other relationship with City of Falcon Heights.

That at all times and for all purposes hereunder, Contractor shall be an independent contractor and is not an employee of the City for any purpose. No statement contained in this Agreement shall be construed so as to find Contractor to be an employee of the City, and Contractor shall not be entitled to any of the rights, privileges, or benefits of employees of the City of Falcon Heights, including but not limited to, workers' compensation, health/death benefits, and indemnification for third-party personal injury/property damage claims;

Contractor acknowledges and agrees that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due Contractor and that it is Contractor's sole obligation to comply with the applicable provisions of all Federal and State Tax laws;

Contractor shall at all times be free to exercise initiative, judgment and discretion as to how to best

perform or provide services identified herein;

Contractor is responsible for hiring sufficient workers to perform the services/duties required by this contract, withholding their taxes, and paying all other employment tax obligations on their behalf;

1.4 Project Managers. Abby Finis is designated by Great Plains Institute as the Project Manager for Great Plains Institute's Services. Paul Moretto, Community Development Coordinator, is designated by City of Falcon Heights as the City of Falcon Heights's Project Manager. Either party may rely upon the representations, approvals or other actions of the other party's Project Manager. Contact information for each project manager is:

Paul Moretto, Community Development
Coordinator
City of Falcon Heights
2077 Larpenteur Avenue West
Falcon Heights, MN 55113
xxx-xxx-xxx
name@falconheights.org

Abby Finis, Associate Planner Great Plains Institute 2801 21st Avenue S., Suite 220 Minneapolis, MN 55407 afinis@gpisd.net 612-767-7295

- **1.5 End Date:** This Agreement shall terminate on June 30, 2015, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- **1.6 Notice of Change in Schedule.** If Great Plains Institute 's performance is delayed due to factors beyond Great Plains Institute 's reasonable control, or if project conditions or the scope of work change, Great Plains Institute shall give timely notice of the change in schedule.

SECTION 2: CITY OF FALCON HEIGHT'S RESPONSIBILITIES

- **2.1 Provide Information.** City of Falcon Heights agrees to provide Great Plains Institute with all known information, conditions, standards, criteria and objectives which affect the Services, and Great Plains Institute shall be able to rely on the accuracy of such information.
- 2.2 Timely Review of Products. City of Falcon Heights will examine all studies, reports, sketches, drafts or other documents prepared by Great Plains Institute for City of Falcon Heights's review in a timely manner, and generally render decisions and provide information in such a manner as to prevent delay of the Services.

SECTION 3: OWNERSHIP OF DOCUMENTS AND REPORTS

3.1 Documents to City of Falcon Heights. Written and electronic copies of all documents, diagrams, sketches, and any other materials created or prepared by Great Plains Institute as part of its performance of this Agreement (the "Work Products") shall be the property of City of Falcon Heights and shall be delivered to City of Falcon Heights upon completion of the Services.

3.2 Project Record Retention. Project records and copies of Work Products will be retained by Great Plains Institute for a period of five years following completion of the Services and may be used by Great Plains Institute for future professional endeavors. Project financial records will be retained for a period of three years. City of Falcon Heights understands that any Work Products prepared or provided on electronic media require use of compatible software and hardware, which may become unavailable over time.

SECTION 4: COMPENSATION

- 4.1 Invoicing and Not-to-Exceed Fee. Great Plains Institute may submit invoices to City of Falcon Heights on no more frequent basis than once a month. As noted in Attachment B, invoice totals shall not exceed \$4,000 and shall include only those expenses identified in Attachment B or otherwise approved in advance by City of Falcon Heights. Invoices shall be accompanied by such documentation, backup information, or progress reports as requested by City of Falcon Heights.
- **4.2** Recovery of Debt Collection Costs. Each party shall be entitled to recover attorneys' fees and court costs incurred in the collection or attempted collection of any undisputed amount due under this agreement.

SECTION 5: RISK, DISPUTES AND DAMAGES

- **5.1 Termination.** This Agreement may be terminated by either party for any reason stated in writing upon seven (7) days written notice. City of Falcon Heights shall pay Great Plains Institute all fees incurred up to the date of termination, and Great Plains Institute shall deliver to City of Falcon Heights all work products completed prior to the date of termination.
- **5.2 Disputes.** Any dispute arising under the terms of this Agreement is subject to good faith negotiation between the parties, and, if unable to be resolved by the parties themselves, no suit or action shall be commenced without providing thirty (30) days written notice to the other party of intent to file such action.
- 5.3 Insurance and Indemnification. For the duration of the Project, Great Plains Institute will maintain general liability insurance in a minimum amount of \$1,000,000, and automobile liability insurance, certificates to be provided upon request.

The Contractor agrees it will defend, indemnify and hold harmless the City, its officers and employees against any and all liability, loss, costs, damages and expenses which the City, its officers or employees may hereafter sustain, incur, or be required to pay arising out of the Contractor's performance or failure to adequately perform its obligations pursuant to this contract.

Contractor further agrees that in order to protect itself as well as the City under the indemnity provision set forth above, it will at all times during the term of this contract keep in force:

- Any policy obtained and maintained under this clause shall provide that it shall not be cancelled, materially changed, or not renewed without thirty days' prior notice thereof to the City.
- b) Workers' Compensation Insurance.

SECTION 6: MISCELLANEOUS PROVISIONS

- **6.1 Entire Agreement.** This Agreement contains the entire understanding of the parties and supersedes all prior agreements and understandings between the parties with respect to the Services.
- **6.2 Assignment and Subcontracts.** Neither party may assign this Agreement without the written consent of the other party. Prior written approval shall be required from City of Falcon Heights before Great Plains Institute may enter into any subcontracts for this Project.
- **6.3 Third Parties.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party.
- **6.4 Severable Provisions.** Each provision of this Agreement is intended to be severable. If any provision of this Agreement is declared illegal or invalid for any reason, such illegality or invalidity shall not affect the remainder of this Agreement.
- **6.5 Applicable Law.** The law applicable to this Agreement is agreed by the parties to be the law of the State of Minnesota.
- **6.6 MN Tort Claims Act:** No part of this Agreement shall waive the City's rights under Minnesota Statutes 3.736.
- 6.7 MINNESOTA GOVERNMENT DATA PRACTICES ACT. Great Plains Institute must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to (1) all data provided by the City of Falcon Heights pursuant to this Agreement, and (2) all data, created, collected, received, stored, used, maintained, or disseminated by Great Plains Institute pursuant to this Agreement. Great Plains Institute is subject to all the provisions of the Minnesota Government Data Practices Act, including but not limited to the civil remedies of Minnesota Statutes §13.08, as if it were a government entity. In the event Great Plains Institute receives a request to release data, Great Plains Institute must immediately notify the City of Falcon Heights. City of Falcon Heights will give Great Plains Institute instructions concerning the release of the data to the requesting party before the data is released. Great Plains Institute agrees to defend, indemnify, and hold the City of Falcon Heights, its officials, officers, agents, employees, and volunteers harmless from any claims resulting from Great Plains Institute's officers', agents', partners', employees', volunteers', assignees' or subcontractors' unlawful disclosure and/or use of protected data. The terms of this paragraph shall survive the cancellation or termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed effective the day and year first set forth above.

City of Falcon Heights	The Great Plains Institute	
By:	Ву:	
Peter Lindstom, Mayor	Rolf Nordstrom, CEO	
Ву:		

City Administrator

ATTACHMENT A Services

The following services shall be performed by Great Plains Institute for the City of Falcon Heights Citywide Resilience Analysis. City of Falcon Heights staff shall assist on tasks as noted.

Task 1: Engagement, Assessment, Planning and Reporting

Subtask 1A. Engage and inform community stakeholders:

- I. Key stakeholders will be engaged early in the process to establish parameters of the analysis and to provide the project team specific functions and services to be included in the analysis. Stakeholders may include city staff, city commission members, and interested community members.
- II. Specific stakeholders will also be important in the analysis stage of this project as they may offer information regarding the vulnerabilities of certain city operations. For instance, public works staff would be best suited to identify the limitations of the storm water system and recommend where more aggressive storm water retention or infiltration would best be suited.

Timeframe: February 2015 through April 2015

Persons Responsible: City of Falcon Heights - to conduct outreach, and organize and schedule any meetings or appointments; GPI will facilitate meetings and meet with individuals, as needed.

Budget: Grant: \$0.00 Match: \$500.00 Total: \$500.00

Subtask 1B. Assess vulnerabilities:

- I. Identify city services and operations to include in the analysis.
- II. Analyze each selected service and operation for strength and vulnerabilities for all possible scenarios.
- III. Determine the capacity of different functions to absorb disruption and adapt to new circumstances.
- IV. Once vulnerabilities are understood, recommendations will be made to enhance resilience in city operations and services through processes that promote diversity and variation, and allow for innovation and adaptation, per EPA best practices.
- V. Develop summary report and presentation.

Timeframe: February 2015 through April 2015

Persons Responsible: GPI to conduct vulnerability analysis, develop summary report and presentation; City of Falcon Heights to assist consultants in identifying services and operations to include in analysis.

Budget: Grant: \$2,500.00 Match: \$0.00 Total: \$2,500.00

Subtask 1C. Build support for climate resilience efforts:

i. Work with the City Council and the Environment Commission to build support to incorporate the resilience analysis into other city documents, including the

Comprehensive Plan.

- ii. Present a summary report of all steps to City Council and the Environment Commission.
- iii. Create a replicable process that may be used by GreenStep Cities and/or the Metropolitan Council as part of the Comprehensive Planning Process.

Timeframe: May 2015 through June 2015

Persons Responsible: City of Falcon Heights to engage city council and environment commission in the project; GPI to present summary report and work with city to create a replicable process.

Budget: Grant: \$0.00 Match: \$500.00 Total: \$500.00

Subtask 1D. Identify and plan actions for greater resilience:

- i. Identify a roadmap for including the priorities and technical summary into the upcoming Comprehensive Plan update based on recommended best practices.
- ii. Review GreenStep City best practices and identify where actions to strengthen resiliency might be incorporated.

Timeframe: May 2015 through June 2015

Persons Responsible: GPI to lead in identifying best practices to be applied to other entities; City of Falcon Heights to assist consultants in identifying best practices and how they may be applied to various entities (e.g., GreenStep Cities, Met Council).

Budget: Grant \$500.00 Match: \$0.00 Total: \$500.00



REQUEST FOR COUNCIL ACTION

Meeting Date	March 11, 2015
Agenda Item	Consent F6
Attachment	N/A
Submitted By	Bart Fischer, City Administrator

Item	Appointment of Administrative Coordinator
Description	The Part-Time Administrative Coordinator position is vacant due to the internal promotion of Tim Sandvik to Deputy Clerk/Park & Recreation Coordinator. Staff reviewed about 50 applications and interviewed 4 finalists for the position. Throughout each part of the hiring process, Kathleen Thrasher stood out at the top and staff feels she will be a good fit for the organization.
Budget Impact	N/A. Kathleen is filling a position that is already established and budgeted for.
Attachment(s)	N/A
Action(s) Requested	Staff recommends that the Falcon Heights City Council appoint Kathleen Thrasher to the part-time (PT) position of Administrative Coordinator at a beginning rate of pay of \$17.50/hour. Kathleen's start date will be March 9, 2015.

Families, Fields and Fair

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REQUEST FOR COUNCIL ACTION

Meeting Date	March 11, 2015
Agenda Item	Consent F7
Attachment	Street Improvement Contract
Submitted By	Kristine Giga, Civil Engineer

Item	Approve the Construction Agreement with the City of Roseville for the Roselawn Avenue improvements		
Description	The City of Roseville and the City of Falcon Heights will be cooperating on the rehabilitation of Roselawn Avenue from Fairview Avenue to Snelling Avenue. This pavement management project involves the full depth replacement of the bituminous pavement, spot curb repairs, storm sewer structure replacement, trail reconstruction (Falcon Heights) and watermain replacement (Roseville).		
	A street improvement agreement is necessary to detail terms and responsibilities of this cooperative project. This agreement will detail the costs for the project between the two cities and allow Roseville to be reimbursed for construction costs incurred as a result of the project. Roseville staff time spent on this project will be proportionately billed to Falcon Heights based on the current Joint Powers Agreement with for engineering services. Both Roseville and Falcon Heights City Attorneys have reviewed the contract.		
Budget Impact	Each City will pay for their own portion of the project construction within their City boundaries, which will be a 50/50 split for the roadway and storm sewer portions of the project. The City of Falcon Heights will pay 100% of the cost of the trail reconstruction on the south side of Roselawn Avenue and the City of Roseville will pay 100% for the cost of the watermain replacement which only serves Roseville residents.		
	This project has the following financial implications for the city and property owners along the streets being considered for maintenance: • Assessments levied in accordance with the City's assessment policy.		
	Use of Municipal State Aid (MSA) and street infrastructure funds to pay the City's portion of the project.		
	 Expenditure of utility fund dollars to pay for repairs needed to the existing utility system. 		
Attachment(s)	Street Improvement Contract		
Action(s) Requested	Approve the Construction Agreement with the City of Roseville for the Roselawn Avenue improvements.		

Families, Fields and Fair

STREET IMPROVEMENT AGREEMENT

	Dated as of	, 2015	
This Agreement is made on	, 2015, betwee	en the City of Roseville, a M	linnesota municipal
corporation ("Roseville"), and the	e City of Falcon Heights,	, a Minnesota municipal co	rporation ("Falcon
Heights").			

1. PURPOSE

Roseville and Falcon Heights (Collectively the "Cities") have determined that it is in the best interests of the residents of each city to undertake in a cooperative fashion the improvement of Roselawn Avenue between Snelling Avenue and Fairview Avenue (the "Project"). The goal of the Cities is to provide for a coordinated cost effective completion of the Project. The purpose of this agreement is to set forth the terms governing the design and construction of the Project.

2. PROJECT

- 2.1 The Project shall consist of the facilities identified in Exhibit A hereto, subject to modification as provided herein.
- 2.2 The costs of the Project will be paid by the Cities as provided in Section 5.1 hereof.
- 2.3 Inclusion of items not identified in Exhibit A, such as additional landscaping, street lights, or benches are at the discretion of each city. The cost of such additional items is the sole responsibility of the city that approves such additions.

3. DESIGN

- 3.1 Roseville, will prepare, or have prepared, engineering drawings, specifications and construction plans for the Project. The construction plans will include a cost estimate. The final cost estimate will include all costs associated with the Project as well as a contingency budget for unforeseeable circumstances associated with the construction. Roseville will comply with any requirements of Minnesota law with respect to approvals of such plans and specifications.
- 3.2 Final construction plans, engineering drawings, specifications and cost estimates will be submitted to each city for the approval of each city council.

4. CONSTRUCTION

- 4.1 If final construction plans and specifications are approved by each city council, Roseville shall proceed with construction of the Project. Roseville will advertise for bids in accordance with the requirements of the municipal contracting law.
- 4.2 Prior to awarding construction contracts Roseville will review the bids received with Falcon Heights. If the contracts exceed the cost estimates contained in the construction plans (including a contingency budget) previously approved by the Cities by 20% or more the bids will be approved individually by each city council or the project may not proceed.

- 4.3 Roseville will be the contracting party and will use ordinary and prudent efforts to require that the Project is constructed in compliance with approved plans and specifications and completed with reasonable promptness.
- 4.4 Roseville will notify Falcon Heights of any change order which increases the cost of any individual construction contract for the Project by more than \$5,000 of the original amount thereof or which materially changes the scope of the Project. Roseville shall obtain the written authorization of Falcon Heights prior to approving such a change order. However, prior written authorization is not necessary if the change order presents imminent health/safety issues making prior authorization impractical. In such cases, the change order shall be seasonably presented to Falcon Heights for ratification. Falcon Heights must not unreasonably withhold its consent to change orders resulting from unforeseen circumstances arising from the construction.

5. PAYMENT OF COSTS OF PROJECT

- 5.1 All costs of the Project will be shared equally by the Cities, except that the costs of utilities, trails, sidewalks or other wholly owned facilities that are replaced will be paid by the benefited city. Costs will include, but not be limited to, the services identified in Article 6 hereof, all costs related to obtaining all necessary permits and approvals for the Project, costs incurred in agreements, and any and all other costs associated with the Project.
- 5.2 All invoices or requests for payment will be approved and paid by Roseville. Within 10 days of the end of each calendar month, Roseville shall provide a statement to Falcon Heights showing the prior month's activity, the invoices received, the full costs of services provided by Roseville staff, and the amount Falcon Heights owes to Roseville for the Project and for items outside of the Project, such as those in sections 2.3 hereof. Within 30 days of the receipt of that statement, Falcon Heights shall pay that amount to Roseville or provide in writing a list and explanation of any amounts it disputes and pay the undisputed amount. Any disputes regarding payment shall be resolved through the dispute resolution process contained in Article 7 hereof.
- 5.3 If this Agreement is terminated under Section 8 hereof, both cities shall nevertheless be liable for the payment of their cost share which is incurred up to the date of termination of this Agreement, or as a result of termination of this Agreement.

6. SERVICES TO BE PROVIDED BY ROSEVLLLE

- 6.1 Roseville will provide qualified engineering employees to perform street and utility design and related technical services to the Project. These services include:
 - a) Conduct pre-construction survey;
 - b) Complete design and feasibility studies;
 - c) Acquire required permits and approvals;
 - d) Conduct public meetings, including informational meetings and meetings with each city council;
 - e) Prepare plans and specifications;
 - f) Manage contracts made for completion of the Project and for items outside the Project included in sections 2.3 and 2.4 hereof;
 - g) Conduct necessary state aid reporting;
 - h) Supervise construction, including inspection of the work;

- i) Conduct construction surveying;
- j) Prepare as-built drawings;
- k) Design utilities, as required;
- I) Assemble necessary assessment roles.
- 6.2 Roseville may, at its discretion, contract with a qualified third party to conduct or complete any or all of these services. Roseville employees shall be billed at their direct salary expenses, including benefits and applicable overhead.

7. DISPUTE RESOLUTION

- 7.1 If a dispute arises between the Cities regarding this agreement or the construction of the Project, the City Manager and City Administrator of each city, or their designees, must promptly meet and attempt in good faith to negotiate a resolution of the dispute.
- 7.2 If the Cites have not negotiated a resolution of the dispute within 30 days after this meeting, the Cities may jointly select a mediator to facilitate further discussion.
- 7.3 If a mediator is not used or if the Cities are unable to resolve the dispute within 30 days after the first meeting with the selected mediator, the dispute shall be adjudicated in civil court.

8. GENERAL PROVISIONS

8.1 All notices under this agreement must be delivered personally or sent by first class mail addressed to:

If to Roseville: City Manager

City of Roseville

2660 Civic Center Drive Roseville, MN 55113

If to Falcon Heights: City Administrator

City of Falcon Heights

2077 W. Larpenteur Avenue

Falcon Heights, MN

or addressed to such party at such other address as such party shall hereafter furnish by notice to the other party.

- 8.2 This Agreement shall terminate if either City fails to approve the construction plans for the Project.
- 8.3 This Agreement may be amended only in writing, executed by the proper representatives of each city.

Date:	CITY OF ROSEVILLE	
	Ву:	
	Mayor	
	And:	
	City Manager	
Date:	CITY OF FALCON HEIGHTS	
	Ву:	
	Mayor	
	And:	
	City Administrator	

8.4 This Agreement must be interpreted under the laws of the State of Minnesota.

EXHIBIT A THE PROJECT

Improvement of Roselawn Avenue between Fairview Avenue and Snelling Avenue to Municipal State Aid Street standards.

Reconstruction of the bituminous trail along the south side of Roselawn Ave within the same project limits.

Replacement of curbs and gutters as needed along both sides of Roselawn Avenue.

Construction and/or reconstruction of storm sewers as necessary.

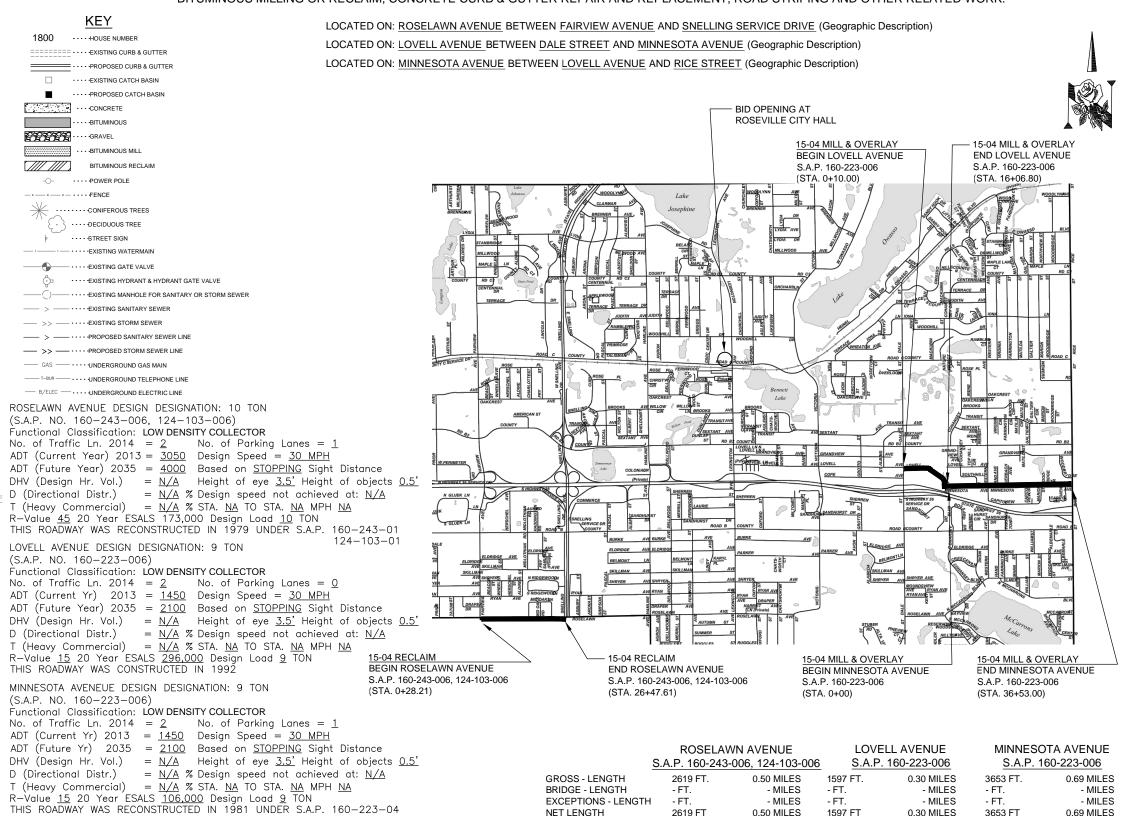
Utilities, including, but not limited to, water lines and sanitary sewer line, will be replaced as necessary.

[Enclosed Project Plan Sheets also included in Exhibit A]

MINNESOTA DEPARTMENT OF TRANSPORTATION CITY OF ROSEVILLE, MINNESOTA

2015 PAVEMENT MANAGEMENT PROJECT - SEGMENT 1

CONSTRUCTION PLAN FOR UTILITY REPLACEMENT, GRADING, AGGREGATE BASE, CONCRETE CURB AND GUTTER, CONCRETE PATHWAY, BITUMINOUS SURFACING, BITUMINOUS MILLING OR RECLAIM, CONCRETE CURB & GUTTER REPAIR AND REPLACEMENT, ROAD STRIPING AND OTHER RELATED WORK.



GOVERNING SPECIFICATIONS

THE 2014 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION" AND THE 2014 EDITION OF THE "MATERIALS LAB SUPPLEMENTAL SPECIFICATIONS FOR CONSTRUCTION" SHALL GOVERN.

ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS AND ORDINANCES WILL BE COMPLIED WITH DURING CONSTRUCTION OF THIS PROJECT.

ALL TRAFFIC CONTROL DEVICES AND SIGNING SHALL CONFORM TO THE MMUTCD, INCLUDING "FIELD MANUAL FOR TEMPORARY TRAFFIC CONTROL ZONE LAYOUTS". LATEST EDITION.

INDEX

PLAN AND PROFILE-LOVELL AVENUE

PEDESTRIAN CURB RAMP DETAILS

PLAN AND PROFILE-MINNESOTA AVENUE

TITLE SHEET **ESTIMATED QUANTITIES TABULATION SHEETS** 3. TYPICAL SECTIONS 4. 5-6. **DETAILS** SWPPP NARRATIVE 8-11. PLAN AND PROFILE-ROSELAWN AVENUE

DESCRIPTION



SHEET NO.

12-14.

15-19.

PROJECT LOCATION COUNTY: RAMSEY

Н	ORIZON	ITAL PRO	OFILE
0	2.5	5	1
		E IN FEE	

SCALE IN FEE

HORIZONTAL PLAN

THE CONTRACTOR SHALL VERIFY ALL EXISTING UNDERGROUND UTILITY LOCATIONS AND ELEVATIONS PRIOR TO CONSTRUCTION. ALL INPLACE UTILITIES MAY NOT BE SHOWN ON THIS PLAN & THOSE THAT ARE SHOWN, MAY NOT BE SHOWN IN THE EXACT LOCATIONS.

THE SUBSURFACE UTILITY INFORMATION IN THIS PLANSET IS UTILITY QUALITY LEVEL D. THE QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF THE CI/ASCE 38-2. ENTITLED "STANDARD GUILDLINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY

ALL CONTRACTORS MUST CONTACT GOPHER STATE ONE BEFORE CONSTRUCTION BEGINS.

THIS PLAN CONTAINS 24 SHEETS

HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE

		CITY ENGINEER		_	
	DATE	LICENSE NO	42002	_	
PROVED _				DATE	
	CITY OF ROSE	EVILLE PUBLIC WORKS DIRECTOR			
PROVED				DATE	
-	R	AMSEY COUNTY ENGINEER			
IEWED FOR COMP	LIANCE WITH			DATE	
ATE AID RULES/ POLICY		DISTRICT STATE AID ENGINEER			
PROVED FOR STAT	E AID ELINDING			DATE	
NOVED FOR STAT	L AID I GINDING	STATE AID ENGINEER		DATE	

S.A.P. NOS. 160-243-006, 124-103-006, 160-223-006

STA

SF

342

171

171

VAGEMENT PROJECT

QUANTIT

9 STATEMENT ESTIMATED

SHEET NO.

24

51 2582.5 CROSSWALK MARKING-EPOXY

			IABUL	TABULATION A: UTILITY SUMMARY FOR MILL AND OVERLAY 2015 PMP - SEGMENT 1													
		STREET		ITEM NUMBER													
LINE NO.	STRUCT.		UTILITY TYPE	ALIGN M STATION	OFFSET		RIM ELEV.	OUTLET ELEV	CASTING TYPE	2104.523 SALVAGE MH or CB	2508.516 MH CASTING (EACH)	2508.501 CONSTRUCT CATCH BASIN	2508.503 RECONSTRUCT CATCH BASIN	2508.503 RECONSTRUCT MANHOLE	2508.522 ADJUST MANHOLE W FITTED STEEL RING	2506.522 ADJUST (EACH)	2508.522 REHAB INTERIOR
10000	(5,650)					RE) I				CASTING	Linding	(EACH)	(FEET)	(FEET)	(EACH)	(LF-OI)	(EACH)
1	GV16-019	ROSELAWN AVE.	WATERMAIN	0+46.68	20.05LT	GV	980.07	200.40	D 4700							16	
3	MH16-089 GV16-079	ROSELAWN AVE. ROSELAWN AVE.	WATERMAIN	5+74.81 5+81.75	28.43LT 19.81LT	GV	971.14 970.50	962.40	R-1730							X	
4	CB16-143	ROSELAWN AVE	STORM	6+04.90	24.04LT	CB	971.25	965 60	LNKNOWN	X		X					
5	CB16-325	ROSELAWN AVE.	STORM	6+32.68	24.76LT	CB	970.49	965.87	UNKNOWN	X		X					
6	CB16-324	ROSELAWN AVE.	STORM	6+32.85	17.46RT	CB	970.70	966.30	UNKNOWN	Х		X					-
7	CB16-144	ROSELAWN AVE.	STORM	12+32.09	21.37LT	CB	966.29	960.62	UNKNOWN	х	R-3250-1						
8	CB16-145	ROSELAWN AVE.	STORM	12+92.98	28.02LT	CB	965.79	959.66	UNKNOWN								
9	MH16-080	ROSELAWN AVE.	STORM	13+09.90	37.72LT	MH		952.50	UNKNOWN								
10	GV16-031	ROSELAWN AVE.	WATERMAIN			GV											
11	CB16-271	ROSELAWN AVE.	STORM	14+52.37	16.85RT	CB	965.62	957.40	UNKNOWN	X		X					
12	CB16-272	ROSELAWN AVE.	STORM	14+54.85	25.87LT	CB	965.58	954.60	UNKNOWN	X		X					
13	GV16-032	ROSELAWN AVE.	WATERMAIN	15+03.14	33.09LT	GV	964.97										
14	MH16-090	ROSELAWN AVE.	STORM	15+17.48	24.97LT	MH	985.31	954.20	UNKNOWN	-							
16	MH16-092 GV16-033	ROSELAWN AVE. ROSELAWN AVE.	STORM WATERMAIN	18+47.30	24.35LT 18.13LT	GV	966.65	954.97	UNKNOWN								
17	MH16-147	ROSELAWN AVE.	STORM	18+48.63	25.43LT	MH	984.02	955.45	UNKNOWN								
18	CB16-148	ROSELAWN AVE.	STORM	18+56.90	42.11LT	CB	983.23	000.10	UNKNOWN								
19	GV16-034	ROSELAWN AVE.	WATERMAIN	18+62.49	33.42LT	GV	963.47										
20	MH16-093	ROSELAWN AVE.	STORM	18+67.17	24.86LT	МН	964.03	955.51	UNKNOWN								
21	MH16-164	ROSELAWN AVE.	SANITARY	18+70.47	17.79LT	MH	964.10	954.40	UNKNOWN							X	
22	MH16-094	ROSELAWN AVE.	STORM	18+78.64	41.08LT	MH	964.17	958.40	UNKNOWN								
23	CB16-149	ROSELAWN AVE.	STORM	18+87.85	42.13LT	CB	963.00		UNKNOWN								
24	CB16-270	ROSELAWN AVE.	STORM			CB	962.00	956.62	UNKNOWN								
25	CB16-269	ROSELAWN AVE.	STORM	21+12.35	16.16RT	CB	961.59	958.38	UNKNOWN	X		X					
26	CB16-268	ROSELAWN AVE.	STORM	21+12.79	26.28LT	CB	961.50	956.70	UNKNOWN	X		X					
27	MH16-096	ROSELAWN AVE.	STORM STORM	22+05.57	25.59LT	MH	961.05 960.28	957.22	UNKNOWN								-
29	CB16-154 MH16-157	ROSELAWN AVE.	SANITARY	22+07.02 22+22.39	42.58LT 17.39LT	CB MH	961.57	953.86	UNKNOWN	+						X	-
30	CB16-155	ROSELAWN AVE.	STORM	22+38.35	44.11LT	CB	960.30	303.60	UNKNOWN							^	
31	CB16-156	ROSELAWN AVE.	STORM	22+52.23	24.71LT	CB	981.50		UNKNOWN								
32	CB16-273	ROSELAWN AVE.	STORM	25+06.53	26.62LT	CB	960.53	958.21	UNKNOWN	X		X					
33	CB16-274	ROSELAWN AVE.	STORM	25+10.64	24.20RT	CB	960.30	957.71	UNKNOWN	Х		X					
34	MH16-156	ROSELAWN AVE.	SANITARY	25+96.74	19.89LT	MH	960.84	951.61	UNKNOWN							X	
35	GV16-036	ROSELAWN AVE.	WATERMAIN			GV											
36	MH16-148	ROSELAWN AVE.	STORM	28+04.27	28.87RT	MH	960.52	957.27	UNKNOWN							X	
37	MH12-024	LOVELL AVE.	SANITARY	0+39.71	3.56RT	MH	940.94	924.17	UNKNOWN								ļ
38	CB12-152	LOVELL AVE.	STORM	3+96.69	11.69LT	CB	938.73	934.56	R-3067V								
39	CB12-153	LOVELL AVE.	STORM	4+01.08	18.66RT	CB	939.00	934.48	R-3067V								X
40	MH12-123 MH12-299	LOVELL AVE.	STORM SANITARY	6+71.12 7+18.17	8.04RT 4.14RT	MH	939.65 939.55	933.72 930.33	UNKNOWN								
42	GV12-144	LOVELL AVE.	WATERMAIN	7+85.16	1.71RT	GV	939.23	530.33	UNKNOWN	-						X	
43	MH12-122	LOVELL AVE.	STORM	7+80.43	17.98RT	MH	938.80	933.39	UNKNOWN							^	Y
44	CB12-155	LOVELL AVE.	STORM	7+98.39	18.41RT	CB	938.65	933.09	R-3067V								
45	CB12-154	LOVELL AVE.	STORM	8+02.88	12.22LT	CB	938.62	934.20	R-3067V							X	
46	MH12-300	LOVELL AVE.	SANITARY	8+38.17	2.81RT	MH	939.38	929.47	UNKNOWN								
47	GV12-146	LOVELL AVE.	WATERMAIN	9+16.27	1.10LT	GV	939.68									X	
48	MH12-301	LOVELL AVE.	SANITARY	9+26.82	4.58RT	MH	939.79	929.01	UNKNOWN								
49	MH12-121	LOVELL AVE.	STORM	9+31.68	12.44RT	MH	939.58	932.72	UNKNOWN								
50	MH12-302	LOVELL AVE.	SANITARY	9+57.64	3.79RT	MH	939.94	929.77	UNKNOWN								
51	GV12-131	LOVELL AVE.	WATERMAIN	9+93.94	4.56LT	GV	939.89		1							X	
52	GV12-147	LOVELL AVE.	WATERMAIN	9+98.86	1.05LT	GV	939.96									X	
53	GV12-149	LOVELL AVE	WATERMAIN	10+48.42	2.34LT	GV	939.73	020.00	I BUZEROVAC -	-						X	-
54 55	MH12-120 MH12-303	LOVELL AVE.	SANITARY	10+65.55 10+72.09	11.81RT 3.94RT	MH	939.59 939.76	932.28 930.50	UNKNOWN		-					-	
56	GV12-150	LOVELL AVE.	WATERMAIN	11+19.09	1.75LT	GV	939.76	330.00	UNKNOWN							X	
57	GV12-150 GV12-151	LOVELL AVE.	WATERMAIN	11+19.09	3.09LT	GV	939.43	-	1	-						X	1
58	MH12-304	LOVELL AVE.	SANITARY	11+89.39	2.58RT	MH	939.04	930.00	UNKNOWN								
59	MH12-119	LOVELL AVE.	STORM	11+95.97	11.45RT	MH	938.77	931.80	UNKNOWN								
60	CB12-157	LOVELL AVE.	STORM	12+51.47	15.31RT	CB	938.18	931.55	R-3087V								
61	CB12-156	LOVELL AVE.	STORM	12+52.43	15.30LT	CB	938.29	931.45	R-3067V							X	Х
					8.02LT	GV	939.36						1	1	i e	X	

												1	ITEM	NUMBER		¥ .	
				ALIGN M	IAIN-CL-P1		STRUCTURE	INFORMA	TION	2104.523	2506.516	2508.501	2506.503	2506.503	2508.522	2506.522	2506.522
NO	STRUCT. NO.	STREET	UTILITY TYPE	STATION	OFFSET		RIM ELEV.	OUTLET ELEV.	CASTING TYPE	SALVAGE MH or CB CASTING	MHCASTING (EACH)	CONSTRUCT CATCH BASIN (EACH)	RECONSTRUCT CATCH BASIN (FEET)	RECONSTRUCT MANHOLE (FEET)	ADJUST MANHOLE W/ FITTED STEEL RING (EACH)	ADJUST (EACH)	REHAB INTERIOR (EACH)
63	MH12-118	LOVELL AVE.	STORM	14+13.18	4.20RT	MH	939.50	931.16	UNKNOWN			(Eriory	(, 22.)	()	(2.0.)		(2.0.1)
64	CB12-273	MINNESOTA AVE.	STORM	0+16.38	14.41RT	CB	937.79		R-3250-A								
65	CB12-274	MINNESOTA AVE.	STORM	0+26.78	15.90LT	CB	937.59	007.07	R-3250-A	1							
66	MH12-031 MH12-189	MINNESOTA AVE. MINNESOTA AVE.	SANITARY STORM	0+34.02 0+42.01	21.09LT 10.89LT	MH	937.71	927.97 930.88	R-1730						X		
68	MH12-183	MINNESOTA AVE.	STORM	0+88.02	23.82RT	MH	937.85	921.90	UNKNOWN						^		
69	MH12-194	MINNESOTA AVE.	SANITARY	0+90.79	22.12LT	MH		928.69	UNKNOWN								
70	CB12-275	MINNESOTA AVE.	STORM	0+93.92	15.94RT	CB	937.04		R-3250-A								
71	CB12-272	MINNESOTA AVE.	STORM	0+94.55	16.67LT	CB	937.08		R-3250-A								
72	MH12-195	MINNESOTA AVE.	SANITARY	3+93.30	0.73LT	MH	942.23	933.62	UNKNOWN						X		
73	CB12-276	MINNESOTA AVE.	STORM	5+50.07	12.56RT	CB	945.94	940.00	R-3250-A				2.0				
74	CB12-135	MINNESOTA AVE.	STORM	5+69.55	19.71LT	CB	947.57	041.70	R-3250-A	-				2.0		1	
75	MH12-107 CB12-385	MINNESOTA AVE. MINNESOTA AVE.	STORM	5+69,64 6+51.15	8.10LT 12.33RT	MH	947.79	941.79	UNKNOWN R-3250-1	-				3.0"		-	
77	MH12-196	MINNESOTA AVE.	SANITARY	7+46.53	1.08LT	MH	956.16	935.04	UNKNOWN	1					X	 	
78	MH12-108	MINNESOTA AVE.	STORM	7+93.81	7.70LT	MH	959.56	950.00	R-1730						X		
79	MH12-106	MINNESOTA AVE.	STORM	10+44.68	5.92LT	МН	971.14	965.50	R-1730						40.00	X	
80	MH12-198	MINNESOTA AVE.	SANITARY	10+58.92	1.55RT	MH	971.23	963.45	UNKNOWN						X		
81	MH12-103	MINNESOTA AVE.	STORM	10+94.82	6.52LT	MH	972.50	967.50	UNKNOWN						X		
82	CB12-132	MINNESOTA AVE.	STORM	10+94.95	19.99LT	CB	972.53		R-3250-A								1201
83	CB12-131	MINNESOTA AVE.	STORM	10+95.05	12.23RT	CB	971.47		R-3250-A	ļ						X	X
84	GV12-023	MINNESOTA AVE.	WATERMAIN	13+76.10	7.92RT	GV MH	982.75	970 40	I NIVAKOWA I							X	
86	MH12-105 MH12-199	MINNESOTA AVE. MINNESOTA AVE.	STORM SANITARY	13+86.36 14+13.50	8.82LT 0.00RT	MH	984.16 984.91	979.18 973.90	UNKNOWN						¥	X	
87	GV12-022	MINNESOTA AVE.	WATERMAIN	14+40.77	9.77RT	GV	986.30	313.30	UNIVOVIN						^	X	
88	MH12-104	MINNESOTA AVE.	STORM	14+43.98	8.49LT	MH	986.58	981.18	UNKNOWN							X	
89	CB12-228	MINNESOTA AVE.	STORM	14+49.78	19.07LT	СВ	986.57		R-3250-A							X	
90	CB12-227	MINNESOTA AVE.	STORM	14+54.30	13.03RT	CB	986.50		R-3250-A				2.0"				
91	CB12-126	MINNESOTA AVE.	STORM	16+66.62	12.44RT	CB	986.77		R-3250-A							X	
92	MH12-252	MINNESOTA AVE.	STORM	16+70.62	5.94RT	MH	987.09	983.12	R-1733						X		X
93	MH12-095	MINNESOTA AVE.	STORM	18+70.91	15.85RT	МН		979.53	UNKNOWN								
94	MH12-251 CB12-125	MINNESOTA AVE.	STORM STORM	16+70.91 16+73.37	16.69LT 19.48LT	MH	987.70 987.32	983.35	R-1730 R-3250-A							X	
96	MH12-205	MINNESOTA AVE.	SANITARY	17+15.30	9.25LT	MH	986.36	978.95	UNKNOWN						X		
97	CB12-288	MINNESOTA AVE.	STORM	19+97.03	12.66RT	CB	975.28	0,000	R-3250-A								
98	MH12-254	MINNESOTA AVE.	STORM	20+03.55	4.04RT	мн	975.46	970.07	R-1730							X	X
99	MH12-094	MINNESOTA AVE.	STORM	20+03.79	16.00RT	МН		959.40	UNKNOWN								
10	MH12-253	MINNESOTA AVE.	STORM	20+04.03	16.24LT	MH	975.95	970.17	R-1730								
10		MINNESOTA AVE.	STORM	20+05.98	19.10LT	CB	975.70		UNKNOWN								
10		MINNESOTA AVE.	SANITARY	20+44.08	8.78LT	MH	974.63	966.00	UNKNOWN	ļ					X	-	
10		MINNESOTA AVE. MINNESOTA AVE.	SANITARY STORM	22+34.05 22+38.23	10.32LT 19.47LT	MH	989.91 989.65	960.50 965.00	UNKNOWN R-3250-1	-					X	+	
10		MINNESOTA AVE.	STORM	22+38.23	17.21RT	CB	989.54	959.40	UNKNOWN	-						X	X
10		MINNESOTA AVE.	STORM	23+69.24	16.50RT	MH	971.28	000.40	UNKNOWN	1						^	Α
10	MH12-212	MINNESOTA AVE.	SANITARY	23+74.47	9.24LT	МН	972.02	966.00	UNKNOWN						X		
10		MINNESOTA AVE.	STORM	24+16.19	19.32LT	CB	973.10	968.87	R-3250-A								
10		MINNESOTA AVE.	STORM	24+18.38	2.66RT	MH	972.85	968.85	UNKNOWN								
11		MINNESOTA AVE.	STORM	24+20.28	16.03RT	МН	972.84	961.45	UNKNOWN								
11		MINNESOTA AVE.	STORM	24+58.29	12.28RT	CB	973.78		R-3250-A							-	
11.		MINNESOTA AVE.	SANITARY	27+16.24	11.10LT	MH	982.19	971.98	UNKNOWN	ļ					X	-	
11	_	MINNESOTA AVE. MINNESOTA AVE.	SANITARY WATERMAIN	28+27.01 30+03.44	10.38LT 1.52RT	MH	978.59 969.89	968.87	UNKNOWN	ļ					X	X	
11		MINNESOTA AVE.	STORM	30+03.44	1.02RT	CB	968.98	966.35	R-3250-A	1						X	
11		MINNESOTA AVE.	STORM	30+13.99	16.68RT	MH	989.50	964.00	UNKNOWN								
11		MINNESOTA AVE.	STORM	30+15.40	19.27LT	CB	989.71	966.54	R-3250-A							X	
_	MH12-087		STORM	30+35.15	17.07RT	МН	968.60	962.50									
11	MH12-216		SANITARY	30+58.51	8.95LT	MH	969.15	960.40	UNKNOWN						X		
12			STORM	31+48.04	18.81LT	CB	968.25	963.67	R-3250-1								
12			STORM	31+48.31	13.07RT	CB	987.59	963.42	R-3250-1						100		X
12			SANITARY	31+92.97	9.30LT	MH	988.65	960.94	UNKNOWN	ļ					X	941	
12		I MUNNESCITA AVE	WATERMAIN	33+81.50	1.15RT	GV	972.32		1	1			1		1	X	

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TABULATIONS

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