

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

AGENDA
June 24th, 2015 at 7:00 P.M.

- A. CALL TO ORDER:
- B. ROLL CALL: LINDSTROM ___ HARRIS ___ BROWN THUNDER ___
LONG ___ MERCER-TAYLOR ___
- STAFF PRESENT: THONGVANH___
- C. PRESENTATIONS:
1. Superintendent Dr. John Thein
 2. Annual MS4 Presentation - Tim Pittman, Public Works Director
- D. APPROVAL OF MINUTES:
1. June 3, 2015 City Council Work Session Meeting Minutes
 2. June 10, 2015 City Council Regular Meeting Minutes
- E. PUBLIC HEARINGS:
- F. CONSENT AGENDA:
1. General Disbursements through: 6/18/15 \$63,177.54
Payroll through: 6/15/15 \$19,091.98
 2. Minnesota Department of Natural Resources-Emerald Ash Borer Grant Extension
Amendment #3
 3. Calling for Public Hearing for De La Salle High School Conduit Bonding
 4. Increase Petty Cash
- G: POLICY ITEMS:
1. Award Bid for 2015 Pavement Management Project (Snelling Service Drives)
 2. 2015 Request for Proposals (RFP) for Recycling Services
 3. Establishing an Interim Ordinance Temporary Prohibiting the Issuance of
Conditional Use Permits to Exceed Height Limitations
 4. Reimbursement Resolution 2015
- H. INFORMATION/ ANNOUNCEMENTS:
- I. COMMUNITY FORUM:
- J. ADJOURNMENT:

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Falcon Heights City Council Workshop Minutes

Wednesday, June 3, 2015

6:30 p.m.

Members Present: Mayor Lindstrom, Council Member Long, Council Member Harris, Council Member Mercer-Taylor, and Council Member Brown Thunder

City Staff Present: City Administrator- Sack Thongvanh

City Engineer- Kristine Giga

Administrative Coordinator- Katie Thrasher

Announcements: Mayor Lindstrom presented an update on the Kaboom Playground build. It was a successful day. Thank you to KABOOM! for their organization, to city staff, and to the many volunteers.

1) Discussion regarding sidewalks along Garden Ave: How would we move forward knowing we won't be working on Garden Ave in 2015?

Councilor Harris expressed interest in participating in a task force. The task force would ideally have eight people, two of which are Falcon Heights Elementary School or District representatives, potentially the former Planning Commission Chair, a few Planning Commission members, and a consultant. The City will also need to consider a timeline for when we want a completed report. The task force would be an opportunity to consider nation-wide solutions to the issue. The task force should also take into consideration how the school property is divided up and how that affects traffic.

Councilor Mercer-Taylor recommended reaching out to Transit for Living, the group that worked with The City on the bike path. Best practices and cutting edge solutions should be considered. The City could also consider involving the Center for Transportation Studies, or potentially utilizing residents who have been a fellow or have studied at the Center. If The City plans to create an RFP for a consultant planner, it would be wise to separate that RFP from the recycling RFP happening in the summer.

Councilor Long stated that the council will need to give very specific charge to the taskforce if we go that route. We will have to consider what questions to ask, and what we want from them in terms of a work product. Some questions to be addressed in the charge for the taskforce are: Is there a safety issue on Garden? If so, what is that safety issue: congestion or speed? What needs to be done to address that if there is a concern in an efficient, cost effective, and cost-equitable manner?

City Administrator Sack Thongvanh stated that he has eliminated office hours for the City's planning consultant WSB due to filling a City planner position, but will continue to use their expertise on a project to project basis. We would need to talk with WSB or

put out an RFP for a consultant for a study on Garden Ave and sidewalks. From not currently utilizing WSB, the City should save about \$6,000-\$11,000 for the year, which could be used to partial fund the study. The Parks study was about \$10,000 to conduct.

Mayor Lindstrom stated that there would be no final decision until Spring of 2016, with the taskforce and consultant being in operation in September or October in order to observe Garden Avenue while school is in session. It was reiterated that the taskforce would be made up of Council Member Harris, a school representative/district representative, a consultant, the Center for Transportation Studies, and a few planning commission members.

2) Solar Garden Discussion:

Mayor Lindstrom stated that the MetCouncil is issuing an RFP, and Falcon Heights has the opportunity to buy into community solar with Minneapolis, Ramsey County, and Hennepin County. If there is interest we have to write a letter of intent. If The City buys in it would be a subscriber.

Resident Jim Utne of 1806 Pascal St. N. inquired about traffic count complete by the City of Roseville and the cost of maintaining Garden for the year.

Resident stated the need to consider street lighting as a factor of safety, parking on the existing shoulder where pedestrians walk, and refuse hauler traffic on Fridays.

Peter Lindstrom, Mayor

Dated this 3rd day of June, 2015

Sack Thongvanh, City Administrator

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

MINUTES

June 10th, 2015 at 7:00 P.M.

- A. CALL TO ORDER: 7:00 pm
- B. ROLL CALL: LINDSTROM X HARRIS X BROWN THUNDER X
LONG X MERCER-TAYLOR
- STAFF PRESENT: THONGVANH X
- C. PRESENTATIONS:
- D. APPROVAL OF MINUTES:
1. May 27th, 2015 City Council Meeting Minutes Approved
- E. PUBLIC HEARINGS:
- F. CONSENT AGENDA:
1. General Disbursements through: 6/04/15 \$130,625.50
Payroll through: 5/31/15 \$16,849.40
2. Deputy Clerk/Recreation Supervisor 6 Month Employee Step Adjustment
Council Member Long Moved, Approved 4-0
- G: POLICY ITEMS:
1. Ramsey County HRA-Amendment Request for CDBG Allocation
- City Administrator Sack Thongvanh presented a resolution that allows Ramsey County to levy more dollars for a Community Development Block Grant by adding our population to their count. This would allow for an increased eligibility for the Ramsey County community to receive funds.
Council Member Moved Brown Thunder, Approved 4-0
- H. INFORMATION/ ANNOUNCEMENTS:
Council Member Harris:
No updates
- Council Member Long:
Parks Commission did not meet this month, but we would like to formally thank everyone who was involved in the Curtiss Field project: all the volunteers, KABOOM!, Toro, the Vikings, all the corporate sponsors, Falcon Heights Elementary, and city staff.

Council Member Brown Thunder:

The City of Falcon Heights was represented in the Mayors Challenge Golf Tournament along with a little over 90 other golfers.

Mayor Lindstrom:

There is an opening on the Environmental Commission, and if you're interested please consider applying.

City Administrator Sack Thongvanh:

- The recycling RFP will be released in July.
- The Curtiss Field finishing touches with drainage, grading, and electric will be in progress for the next few weeks.
- We received five bids for the Snelling Service Drive within about \$400 over the engineering estimate. It will come to Council for final approval on June 24th.
- The Council budget work session will be on July 1st to address debt service, special revenue, and other revenue sources.
- Parks and Recreation hired 13 summer staff that will be starting training this weekend.
- WSB will be doing a planning 101 during the Planning Commission meeting on July 23rd. WSB will be discussing the comprehensive planning that is required to be presented to the Met Council by December 31st, 2018.
- The city also received over 60 thank you letters from Falcon Heights Elementary for the community build project.
- The City will need to compose a letter of intent to the MetCouncil by July 24th in order to participate in solar gardens.
- The City received a request for \$2.4 million dollars for conduit bonding for a nonprofit school in which the city is expected to receive \$15,000 for issuing the bond.
 - The city has no obligation and the bond is not reported as a liability to the city.
 - Per the 2014 audit, the city has issued over \$39 million dollars over the last seven years in conduit bonding.
- The City inspected and issued their first chicken coop permit and it happened to be for Mayor Lindstrom.

I. COMMUNITY FORUM:

J. ADJOURNMENT: 7:20 pm

Peter Lindstrom, Mayor

Dated this 10th day of June, 2015

Sack Thongvanh, City Administrator

REQUEST FOR COUNCIL ACTION

Meeting Date	June 24, 2015
Agenda Item	Consent F1
Attachment	General Disbursements and Payroll
Submitted By	Roland Olson, Finance Director

The City That Soars!

Item	General Disbursements and Payroll
Description	General Disbursements through: 6/18/15: \$63,177.54 Payroll through: 6/15/15: \$19,091.98
Budget Impact	
Attachment(s)	<ul style="list-style-type: none"> • General Disbursements and Payroll
Action(s) Requested	Staff recommends that the Falcon Heights City Council approve general disbursements and payroll.

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-----ID-----			GROSS	P.O. #		
ST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-0105	AV FOR YOU					
I-3555		SCREEN, SPKR, DVD, LCD, LABOR	570.00			
6/11/2015	APBNK	DUE: 6/11/2015 DISC: 6/11/2015		1099: N		
		SCREEN, SPKR, DVD, LCD, LABOR		101 4116-89010-000	SPECIAL EVENTS	570.00
		=== VENDOR TOTALS ===	570.00			
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01-03001	CAMPBELL KNUTSON					
I-201506115344		MAY LEGALS	29.00			
6/11/2015	APBNK	DUE: 6/11/2015 DISC: 6/11/2015		1099: Y		
		MAY LEGALS		101 4114-80200-000	LEGAL FEES	29.00
		=== VENDOR TOTALS ===	29.00			
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01-03089	CASH					
I-201506115345		POSTAGE, DUST COVERS, TNG SUP	63.98			
6/11/2015	APBNK	DUE: 6/11/2015 DISC: 6/11/2015		1099: N		
		US POST OFFICE		101 4112-70500-000	POSTAGE	4.94
		DUST COVERS		201 4201-70100-000	SUPPLIES	22.46
		TRAINING SUPPLIES SPORTSLEADER		201 4201-70300-000	RECREATION SUPPLIES	36.58
		=== VENDOR TOTALS ===	63.98			
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01-03110	CENTURY LINK					
I-201506115341		LIFT STATION LANDLINE	117.74			
6/11/2015	APBNK	DUE: 6/11/2015 DISC: 6/11/2015		1099: N		
		LANDLINE		101 4141-85011-000	TELEPHONE - LANDLINE	55.98
		LIFT STATION LANDLINE		601 4601-85011-000	TELEPHONE - LANDLINE	61.76
		=== VENDOR TOTALS ===	117.74			
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01-03122	CITY OF ST PAUL					
I-IN00009212		ASPHALT MIX	589.59			
6/11/2015	APBNK	DUE: 6/11/2015 DISC: 6/11/2015		1099: N		
		ASPHALT MIX		101 4132-75000-000	BITUMINOUS PATCHING	589.59
		=== VENDOR TOTALS ===	589.59			

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ST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
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01-0539		DAKOTA ELECTRIC ASSOCIATION				
I-1480700031		JUNE SOLAR ELECTRIC	530.00			
6/11/2015	APBNK	DUE: 6/11/2015 DISC: 6/11/2015		1099: N		
		JUNE SOLAR ELECTRIC		101 4131-85025-000	SOLAR ELECTRIC	530.00
=== VENDOR TOTALS ===			530.00			
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01-04570		JOSEPH, KATRINA E.				
I-0041		MAY PROSECUTIONS	2,500.00			
6/11/2015	APBNK	DUE: 6/11/2015 DISC: 6/11/2015		1099: Y		
		MAY PROSECUTIONS		101 4123-80200-000	LEGAL FEES	2,500.00
=== VENDOR TOTALS ===			2,500.00			
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01-05466		LAND'S END BUSINESS OUTFIT				
I-SIN2871040		CITY LOGO CLOTHING	159.66			
6/11/2015	APBNK	DUE: 6/11/2015 DISC: 6/11/2015		1099: N		
		CITY LOGO CLOTHING		101 4112-70100-000	SUPPLIES	159.66
=== VENDOR TOTALS ===			159.66			
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01-05690		MIDWEST PLAYSAPES				
I-201506115342		ACCESSIBLE SWING SET	718.00			
6/11/2015	APBNK	DUE: 6/11/2015 DISC: 6/11/2015		1099: N		
		ACCESSIBLE SWING SET		403 4403-91000-000	MACHINERY & EQUIPMENT	718.00
=== VENDOR TOTALS ===			718.00			
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01-07231		MN FIRE SVC CERT. BOARD				
I-05416		FIRE CERTIFICATION TEMME	100.00			
6/11/2015	APBNK	DUE: 6/11/2015 DISC: 6/11/2015		1099: N		
		FIRE CERTIFICATION TEMME		101 4124-86020-000	TRAINING	100.00
=== VENDOR TOTALS ===			100.00			
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01-05843		MN NCPERS LIFE INSURANCE				
I-201506115343		JUNE LIFE INSURANCE	80.00			
6/11/2015	APBNK	DUE: 6/11/2015 DISC: 6/11/2015		1099: N		
		JUNE LIFE INSURANCE		101 21709-000	OTHER PAYABLE	80.00
=== VENDOR TOTALS ===			80.00			

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01-0690	MTI DISTRIBUTING					
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I-1015119-00		IDLER-PULLEY FLAT	137.31			
6/11/2015	APBNK	DUE: 6/11/2015 DISC: 6/11/2015		1099: N		
		IDLER-PULLEY FLAT		101 4132-87000-000	REPAIR EQUIPMENT	137.31
		=== VENDOR TOTALS ===	137.31			
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01-07263	NEXTEL COMMUNICATIONS, INC					
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I-172868921-123		FIRE TRUCK CELL PHONES	60.11			
6/11/2015	APBNK	DUE: 6/11/2015 DISC: 6/11/2015		1099: N		
		FIRE TRUCK CELL PHONES		101 4124-85015-000	CELL PHONE	60.11
		=== VENDOR TOTALS ===	60.11			
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01-06185	RAMSEY COUNTY					
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I-EMCOM-004230		FLEET SUPPORT MAY	81.12			
6/11/2015	APBNK	DUE: 6/11/2015 DISC: 6/11/2015		1099: N		
		FLEET SUPPORT MAY		101 4124-86800-000	RADIO MESB/FLEET SUPPORT	81.12
		=== VENDOR TOTALS ===	81.12			
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01-06449	SAVATREE/SAVALAWN					
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I-3601637		CHIP STUMP REMOVAL	11,200.00			
6/11/2015	APBNK	DUE: 6/11/2015 DISC: 6/11/2015		1099: N		
		ASH TREE REMOVAL		205 4205-85000-000	TREE REMOVALS	9,548.50
		CHIP STUMP REMOVAL		419 4419-85000-000	TREE REMOVAL	1,651.50
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I-3601638		CHIP STUMP REMOVAL	3,852.00			
6/11/2015	APBNK	DUE: 6/11/2015 DISC: 6/11/2015		1099: N		
		TREE REMOVAL		205 4205-85000-000	TREE REMOVALS	3,597.00
		CHIP STUMP REMOVAL		419 4419-85000-000	TREE REMOVAL	255.00
		=== VENDOR TOTALS ===	15,052.00			
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01-03199	SPRING LAKE PARK					
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I-BC0125		FIRE DEPT TRAINING	2,910.00			
6/11/2015	APBNK	DUE: 6/11/2015 DISC: 6/11/2015		1099: N		
		FIRE DEPT TRAINING		101 4124-86020-000	TRAINING	2,910.00
		=== VENDOR TOTALS ===	2,910.00			

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DATE	BANK CODE	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----		DISTRIBUTION
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01-00433	TREBIL, JESSE					
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I-201506115338	REFUND BUILDING PERMIT	135.75				
6/11/2015	APBNK		1099: N			
	DUE: 6/11/2015 DISC: 6/11/2015					
	REFUND BUILDING PERMIT		101 32210-000	BUILDING PERMITS		132.75
	REFUND BUILDING PERMIT		101 20801-000	DUE TO OTHER GOVERNMENTS		3.00
	=== VENDOR TOTALS ===	135.75				
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01-05999	URBAN LAND INSTITUTE					
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I-201506115340	URBAN LAND INST. MEMBERSHIP	525.00				
6/11/2015	APBNK		1099: N			
	DUE: 6/11/2015 DISC: 6/11/2015					
	URBAN LAND INST. MEMBERSHIP		208 4208-81900-000	OTHER PROFESSIONAL SERVI		525.00
	=== VENDOR TOTALS ===	525.00				
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01-05870	XCEL ENERGY					
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I-201506115339	ELECT	5,097.40				
6/11/2015	APBNK		1099: N			
	DUE: 6/11/2015 DISC: 6/11/2015					
	ELECT		209 4209-85020-000	STREET LIGHTING POWER		43.46
	ELECT		209 4209-85020-000	STREET LIGHTING POWER		47.84
	ELECT		209 4209-85020-000	STREET LIGHTING POWER		48.89
	CITY HALL ELECTRIC		101 4131-85020-000	ELECTRIC		738.21
	ELECT		209 4209-85020-000	STREET LIGHTING POWER		24.92
	ELECT		209 4209-85020-000	STREET LIGHTING POWER		4,194.08
	=== VENDOR TOTALS ===	5,097.40				
	=== PACKET TOTALS ===	29,456.66				

fed withholdings 7027.66
 st withholdings 1118.40
 Pera withholdings 3051.24
 Icma withholdings 1650.00

42,303.76

PACKET: 01228 JUNE 18TH PAYABLES
 VENDOR SET: 01 City of Falcon Heights
 SEQUENCE : ALPHABETIC
 DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01 220		ALEX AIR APPARATUS INC				
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I-27713		COMP. SERVICE, AIR QUALITY TE	655.00			
6/17/2015	APBNK	DUE: 6/17/2015 DISC: 6/17/2015		1099: N		
		COMP. SERVICE, AIR QUALITY TES		101 4124-87029-000	REPAIR OTHER EQUIPMENT	655.00
		=== VENDOR TOTALS ===	655.00			
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01-00228		ALLEGRA DOWNTOWN ST PAUL				
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I-63493		CITY LOGO CLOTHING	464.24			
6/17/2015	APBNK	DUE: 6/17/2015 DISC: 6/17/2015		1099: N		
		CITY LOGO CLOTHING		101 4132-77000-000	CLOTHING	464.24
		=== VENDOR TOTALS ===	464.24			
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01-00250		AMERIPRIDE SERVICES				
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I-1003151168		LINEN CLEANING	37.09			
6/17/2015	APBNK	DUE: 6/17/2015 DISC: 6/17/2015		1099: N		
		LINEN CLEANING		101 4124-82011-000	LINEN CLEANING	37.09
		=== VENDOR TOTALS ===	37.09			
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01-05371		BOND TRUST SERVICES CORPORATIO				
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I-26288		BOND FEES	450.00			
6/17/2015	APBNK	DUE: 6/17/2015 DISC: 6/17/2015		1099: N		
		BOND FEES		312 4312-94900-000	BOND FEES	450.00
		=== VENDOR TOTALS ===	450.00			
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01 2089		CASH				
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I-201506175352		INC. PETTY CASH FOR REC SPORT	250.00			
6/17/2015	APBNK	DUE: 6/17/2015 DISC: 6/17/2015		1099: N		
		INC. PETTY CASH FOR REC SPORTS		101 10200-000	PETTY CASH	250.00
		=== VENDOR TOTALS ===	250.00			
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01-03110		CENTURY LINK				
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I-201506175350		LANDLINE- PARKS	60.20			
6/17/2015	APBNK	DUE: 6/17/2015 DISC: 6/17/2015		1099: N		
		LANDLINE- PARKS		101 4141-85011-000	TELEPHONE - LANDLINE	60.20
		=== VENDOR TOTALS ===	60.20			

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POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
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01-0537		CITY OF ROSEVILLE				
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I-0220338		ENGINEERING SERVICES	3,944.83			
6/17/2015	APBNK	DUE: 6/17/2015 DISC: 6/17/2015		1099: N		
		CURTISS FIELD DRAINAGE		602 4602-80100-000	ENGINEERING	157.40
		SEWER LINING 2014		601 4601-92500-000	SNELLING SVC DRIVES RELI	39.35
		PMP-FH		419 4419-92057-000	2015 SNELLING DRIVE/ GAR	1,352.09
		PMP-FH GARDEN AVE SIDEWALK		419 4419-92057-000	2015 SNELLING DRIVE/ GAR	747.65
		SEWER LINING 2015		601 4601-92500-000	SNELLING SVC DRIVES RELI	992.59
		ENG. NOT PROJECT RELATED		101 4133-80100-000	ENGINEERING SERVICES	655.75
		=== VENDOR TOTALS ===	3,944.83			
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01-05572		DOMINIQUE BOUVIER				
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I-201506175348		REFUND 1 YOGA CLASS	9.50			
6/17/2015	APBNK	DUE: 6/17/2015 DISC: 6/17/2015		1099: N		
		REFUND 1 YOGA CLASS		201 34340-000	NON-RESIDENT FEE	9.50
		=== VENDOR TOTALS ===	9.50			
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01-05404		KURHAJETZ, CLEM				
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I-16964		KITCHEN SUPPLIES-COFFEE,FILTE	45.06			
6/17/2015	APBNK	DUE: 6/17/2015 DISC: 6/17/2015		1099: N		
		KITCHEN SUPPLIES-COFFEE,FILTER		101 4112-70100-000	SUPPLIES	45.06
		=== VENDOR TOTALS ===	45.06			
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01-05466		LAND'S END BUSINESS OUTFIT				
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I-SIN2878903		CITY LOGO CLOTHING	45.90			
6/17/2015	APBNK	DUE: 6/17/2015 DISC: 6/17/2015		1099: N		
		CITY LOGO CLOTHING		101 4112-70100-000	SUPPLIES	45.90
		=== VENDOR TOTALS ===	45.90			
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01-05444		LOFFLER COMPANIES INC. TEXAS				
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I-17095736		KONICA COPIER SYSTEM	237.91			
6/17/2015	APBNK	DUE: 6/17/2015 DISC: 6/17/2015		1099: N		
		KONICA COPIER SYSTEM		101 4112-70100-000	SUPPLIES	237.91
		=== VENDOR TOTALS ===	237.91			

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POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
01-05193	MCMA					
I-201506175347		APMP MEMBERSHIP RENEWAL	120.00			
6/17/2015	APBNK	DUE: 6/17/2015 DISC: 6/17/2015		1099: N		
		APMP MEMBERSHIP RENEWAL		101 4112-86100-000	CONFERENCES/EDUCATION/AS	120.00
=== VENDOR TOTALS ===			120.00			
01-05582	MENARDS					
I-201506175351		OAK LUMBER	131.82			
6/17/2015	APBNK	DUE: 6/17/2015 DISC: 6/17/2015		1099: N		
		OAK LUMBER		101 4112-70100-000	SUPPLIES	131.82
=== VENDOR TOTALS ===			131.82			
01-05273	MN PUBLIC EMPLOYEES INSURANCE					
I-341772		JULY HEALTH INSURANCE	6,005.26			
6/17/2015	APBNK	DUE: 6/17/2015 DISC: 6/17/2015		1099: N		
		JULY HEALTH INSURANCE		101 4112-89000-000	MISCELLANEOUS	6,005.26
=== VENDOR TOTALS ===			6,005.26			
01-05568	PADMA VATHI DEVEGOWBA					
I-201506175349		REFUND REC SPORTS CLASS	44.00			
6/17/2015	APBNK	DUE: 6/17/2015 DISC: 6/17/2015		1099: N		
		REFUND REC SPORTS CLASS		201 34340-000	NON-RESIDENT FEE	44.00
=== VENDOR TOTALS ===			44.00			
01-05185	RAMSEY COUNTY					
RRLG-001373		ELECTION CONTRACT 2ND QTR PMT	4,475.00			
6/17/2015	APBNK	DUE: 6/17/2015 DISC: 6/17/2015		1099: N		
		ELECTION CONTRACT 2ND QTR PMT		101 4115-80300-000	ELECTION CONTRACT	4,475.00
=== VENDOR TOTALS ===			4,475.00			
01-05573	RYOKO HATSUGAI					
I-201506185354		REFUND- COACH PITCH TO TENNIS	25.00			
6/17/2015	APBNK	DUE: 6/17/2015 DISC: 6/17/2015		1099: N		
		REFUND- COACH PITCH TO TENNIS		201 34310-000	RECREATION FEES	25.00
=== VENDOR TOTALS ===			25.00			

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POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
01-001	SAMS CLUB MC/SYNCR					
I-201506185353		OSHA/KABOOM EXP./GARDEN FENCE	3,378.98			
6/17/2015	APBNK	DUE: 6/17/2015 DISC: 6/17/2015		1099: N		
		OSHA TRAINING SAFE ASSURE		601 4601-86100-000	TRAINING	43.51
		KABOOM INSTALLATION FOOD/WATER		403 4403-92000-000	PARK DEDICATION IMPROVEM	1,571.51
		1/2 COMMUNITY GARDEN FENCE		203 4203-70100-000	SUPPLIES	1,613.00
		REC SPORTS T SHIRTS		201 4201-70100-000	SUPPLIES	150.96
		=== VENDOR TOTALS ===	3,378.98			
01-06483	SENTRY SYSTEMS, INC.					
I-704396		COMMERCIAL MONITORING SERVICE	94.50			
6/17/2015	APBNK	DUE: 6/17/2015 DISC: 6/17/2015		1099: N		
		COMMERCIAL MONITORING SERVICES		101 4131-87100-000	PANIC BUTTON SECURITY	94.50
		=== VENDOR TOTALS ===	94.50			
01-07199	SWANK MOTION PICTURES INC					
I-2060351		MOVIE IN THE PARK- ANNIE	376.00			
6/17/2015	APBNK	DUE: 6/17/2015 DISC: 6/17/2015		1099: N		
		MOVIE IN THE PARK- ANNIE		101 4116-89010-000	SPECIAL EVENTS	376.00
		=== VENDOR TOTALS ===	376.00			
01-05870	XCEL ENERGY					
I-459927044		CURTISS FIELD, SNELLING & HOY	23.49			
6/17/2015	APBNK	DUE: 6/17/2015 DISC: 6/17/2015		1099: N		
		CURTISS FIELD GAZEBO		101 4141-85020-000	ELECTRIC/GAS	11.90
		SNELLING & HOYT SIGN AREA		209 4209-85020-000	STREET LIGHTING POWER	11.59
		=== VENDOR TOTALS ===	23.49			
		=== PACKET TOTALS ===	20,873.78			

EMP #	NAME	AMOUNT
0005	SACK THONGVANH	2,644.44
01-1017	TIMOTHY J SANDVIK	1,459.79
01-1019	KATHLEEN N THRASHER	743.29
01-1136	ROLAND O OLSON	1,779.56
01-1159	SARA E ASCHENBECK	154.85
01-1018	PAUL A MORETTO	1,623.83
01-0085	DANIEL S JOHNSON-POWERS	178.60
01-0086	RICHARD H HINRICHS	210.47
01-0087	MICHAEL A MCKAY	251.52
01-0095	MICHAEL J POESCHL	1,058.75
01-0105	ANTON M FEHRENBACH	163.10
01-0106	SCOTT A TESCH	199.29
01-0123	BRYAN R SULLIVAN	429.10
01-0124	MICHAEL D KRUSE	298.27
01-0132	ANDREW K TEMME	66.00
01-0133	MICHAEL A TESTER	89.92
01-1030	TIMOTHY J PITTMAN	1,620.79
01-1033	DAVE TRETSEVEN	1,415.73
01-1143	COLIN B CALLAHAN	1,439.27

TOTAL PRINTED: 19 15,826.57

6-12-2015 8:10 AM PAYROLL CHECK REGISTER
 PAYROLL NO: 01 City of Falcon Heights

PAGE: 1
 PAYROLL DATE: 6/12/2015

EMP NO	EMPLOYEE NAME	TYPE	CHECK DATE	CHECK AMOUNT	CHECK NO.
0005	ANDERSON, KEVIN	R	6/12/2015	60.17	084172
0105	GAFFNEY, PATRICK	R	6/12/2015	306.25	084173
0105	WICK, JEFFREY M	R	6/12/2015	189.64	084174
0126	SMITH, BENJAMIN J	R	6/12/2015	154.03	084175
0128	ROSENBERG, NICHOLAS M	R	6/12/2015	48.89	084176
0130	RABEK, PAUL A	R	6/12/2015	167.96	084177
0131	THOMAS, DAVID M	R	6/12/2015	179.84	084178
2172	ARCAND, MICHAEL W	R	6/12/2015	327.01	084179
1037	KELLY, KIERAN J	R	6/12/2015	1,032.46	084180
1153	ARCAND, THOMAS M	R	6/12/2015	273.43	084181
2186	DAVITT, ALLISON N	R	6/12/2015	525.73	084182

6-12-2015 8:10 AM PAYROLL CHECK REGISTER
 PAYROLL NO: 01 City of Falcon Heights

PAGE: 2
 PAYROLL DATE: 6/12/2015

*** REGISTER TOTALS ***

REGULAR CHECKS:	11	3,265.41
DIRECT DEPOSIT REGULAR CHECKS:	19	15,826.57
MANUAL CHECKS:		
PRINTED MANUAL CHECKS:		
DIRECT DEPOSIT MANUAL CHECKS:		
VOIDED CHECKS:		
NON CHECKS:		
TOTAL CHECKS:	30	19,091.98

*** NO ERRORS FOUND ***

** END OF REPORT **

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The City That Soars!

REQUEST FOR COUNCIL ACTION

Meeting Date	June 24, 2015
Agenda Item	Consent F2
Attachment	Resolution 15-14 & Amendment Agreement
Submitted By	Sack Thongvanh, City Administrator

Item	Minnesota Department of Natural Resources -Emerald Ash Borer Grant Extension Amendment #3
Background	<p>In June of 2012, the DNR and City entered into a grant agreement that provided the City with \$95,000 toward its Emerald Ash Borer removal and replacement program. Due to a number of factors, the City has not fully completed this program; however, the DNR has offered to amend the original grant agreement by allowing the City until the end of June 2015 to complete the removal and replacement program. In addition, the DNR was willing to provide additional grant dollars for a total of \$150,000.</p> <p>The expiration date for amendment #2 is June 30th, 2015. The proposed Amendment #3 will allow the City to complete the project and submit reimbursements till December 30, 2015.</p>
Budget Impact	This amendment will allow the City to continue to be reimbursed by using EAB grant dollars from the DNR for Ash removal and replanting.
Attachment(s)	<ul style="list-style-type: none"> • Resolution 15-14 Amending DNR -EAB Grant Agreement #44187 • DNR -EAB City of Falcon Heights Extension Agreement #3
Action(s) Requested	Staff recommends approving Resolution 15-14 Amending DNR-EAB Grant Agreement #44187 and accepts the attached amendment to the original grant agreement between the City and the DNR and authorize the Mayor and City Administrator to sign any related documents.

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**CITY OF FALCON HEIGHTS
COUNCIL RESOLUTION**

June 24, 2015

No. 15-14

RESOLUTION AMENDING MINNESOTA DEPARTMENT OF NATURAL RESOURCES (DNR)
EMERALD ASH BORER GRANT
(Amendment #3 for Grant Agreement # 44187)

WHEREAS, in 2012, the DNR and the City entered into a grant agreement that provided the City with \$95,000 towards it Emerald Ash Borer removal and replacement; and

WHEREAS, in 2014, the DNR agreed to extend the project timeline to June 2015 and provided additional grant dollars for a total of \$150,000; and

WHEREAS, the City has not be able to complete the project before June 30, 2015 and has requested an extension to complete the project.

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

1. That Minnesota Department of Natural Resources Amendment #3 for Grant Agreement # 44287 for the Emerald Ash Grant Removal and Replacement Program is accepted.

2. That the Mayor and City Administrator are hereby authorized to execute the Agreement and any amendments on behalf of the City of Falcon Heights.

Moved by:

Approved by: _____
Peter Lindstrom, Mayor

LINDSTROM _____ In Favor
BROWN THUNDER
HARRIS _____ Against
LONG
MERCER-TAYLOR

Attested by: _____
Sack Thongvanh, City Administrator

Amendment # 3 for Grant Agreement# 44187

Table with 4 columns: Contract Start Date, Original Contract Expiration Date, Current Contract Expiration Date, Requested Contract Expiration Date, Total Contract Amount, Original Contract, Previous Amendment(s) Total, This Amendment.

This amendment is by and between the State of Minnesota, through its Commissioner of Natural Resources, Division of Forestry ("State") and the City of Falcon Heights, 2077 West Larpenteur Avenue, Falcon Heights, MN 55113 ("Grantee").

Recitals

- 1. The State has a grant contract with the Grantee identified as SWIFT Contract Number 44187 ("Original Grant Contract") to provide trees to plant to increase community forest diversity and remove trees infested with emerald ash borer to slow its spread.
2. The City needs more time to remove and replace trees.
3. The State and the Grantee are willing to amend the Original Grant Contract as stated below.

Grant Contract Amendment

REVISION 1. Clause 1. "Term of Grant Contract" is amended as follows:

- 1.1 Effective date: June 4, 2013, or the date the State obtains all required signatures under Minn. Stat. §16B.98, Subd. 5, whichever is later. Per, Minn.Stat. §16B.98 Subd. 7, no payments will be made to the Grantee until this grant contract is fully executed. The Grantee must not begin work under this grant contract until this grant contract is fully executed and the Grantee has been notified by the State's Authorized Representative to begin the work.
1.2 Expiration date: June 30, 2015, December 31, 2015, or until all obligations have been satisfactorily fulfilled, whichever occurs first.
1.3 Survival of Terms. The following clauses survive the expiration or cancellation of this grant contract: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.

Except as amended herein, the terms and conditions of the original contract and all previous amendments remain in full force and effect.

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. §§16A.15 and 16C.05.

Signed: [Signature]
Date: September 15, 2014
Grant Contract No. 44187; PO#3-16372

3. STATE AGENCY

Individual certifies the applicable provisions of Minn. Stat. §16C.08, subdivisions 2 and 3 are reaffirmed.

By: [Signature] (with delegated authority)
Title:
Date:

2. GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant contract on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By:
Title:
Date:
By:
Title:
Date:

Distribution:
Agency
Contractor
State's Authorized Representative - Photo Copy



The City That Soars!

REQUEST FOR COUNCIL ACTION

Meeting Date	June 24, 2015
Agenda Item	Consent F3
Attachment	Resolution 15-15
Submitted By	Sack Thongvanh, City Administrator

Item	Call for Public Hearing on De La Salle High School Conduit Financing Bonds.
Description	<p>The City has the authority to conduit issue bank-qualified, tax-exempt (501(c)3) bonds each year. In a conduit financing scenario, the City lends its authority to a qualified non-profit, tax-exempt entity, and can take an administrative fee in return for lending this authority.</p> <p>De La Salle High School, through the bond attorney-Grey, Plant, and Moody, has asked Falcon Heights to utilize its conduit bonding authority to refinance the installation of various capital improvements to the Borrower's facilities located at 1 De La Salle Drive, Minneapolis, MN 55401.</p> <p>There is no financial risk or repayment liability to the City for allowing this, and the conduit bonding does not affect the City's bond rating. It will however, allow us to collect a flat fee of \$15,000. The request to the City for bonding is \$2.9 million.</p> <p>The action requested tonight is to set a public hearing for the July 22th, 2015, City Council meeting to authorize the refinancing of these conduit financing bonds.</p>
Budget Impact	The action requested at this meeting, to set the public hearing date on this item, will not have an effect on the budget but the possible authorization of this financing deal on July 22 th , 2015, could bring in one-time revenue of approximately \$15,000 for the City.
Attachment(s)	<ul style="list-style-type: none"> Resolution 15-15 Calling for Public Hearing for De La Salle High School Conduit Bond
Action(s) Requested	Staff recommends that the Falcon Heights City Council adopt Resolution 15-15 setting a public hearing on the De La Salle High School Conduit Financing Bonds for the July 22 th , 2015, 7:00 pm Falcon Heights City Council meeting.

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**CITY OF FALCON HEIGHTS
COUNCIL RESOLUTION**

June 24, 2015

No. 15-15

**RESOLUTION CALLING FOR A PUBLIC HEARING ON
THE ISSUANCE OF A REVENUE BOND AUTHORIZING THE PUBLICATION OF A
NOTICE OF HEARING
(DE LA SALLE HIGH SCHOOL PROJECT)**

WHEREAS, Minnesota Statutes, Sections 469.152 through 469.1655, as amended, relating to municipal industrial development (the “Act”), gives municipalities the power to issue revenue obligations for the purpose of promoting the welfare of the state by the active attraction and encouragement and development of economically sound industry and commerce to prevent so far as possible the emergence of blighted and marginal lands and areas of chronic unemployment; and

WHEREAS, the City of Falcon Heights, Minnesota (the “City”), has received from De La Salle High School a Minnesota nonprofit corporation (the Borrower) a proposal that the City assist in financing a portion of the costs of a project hereinafter described in the form of Notice of Public Hearing attached hereto as Exhibit A, through the issuance of a revenue note (the “Bond”) pursuant to the Act; and

WHEREAS, before proceeding with consideration of the request of the Borrower it is necessary for the City to hold a public hearing on the proposal pursuant to the Act:

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

1. A public hearing on the proposal of the Borrower will be held at the time and place set forth in the form of Notice of Public Hearing attached hereto as Exhibit A.
2. The general nature of the Project and an estimate of the aggregate principal amount of the revenue note or other obligations to be issued to finance the proposal are described in the Notice of Public Hearing.
3. The City Administrator is hereby authorized and directed to cause notice of the hearing to be given one publication in the official newspaper of the City and a newspaper of general circulation available in the City, not less than 14 days nor more than 30 days prior to the date fixed for the hearing, substantially in the form of the attached Notice of Public Hearing.

Adopted by the City Council of Falcon Heights, Minnesota, this 24th day of June, 2015.

Moved by:

Approved by: _____
Peter Lindstrom
Mayor

LINDSTROM _____ In Favor
BROWN THUNDER
HARRIS _____ Against
LONG
MERCER-TAYLOR

Attested by: _____
Sack Thongvanh
City Administrator

EXTRACT OF MINUTES OF A MEETING OF THE
CITY COUNCIL OF THE CITY OF
FALCON HEIGHTS, MINNESOTA

Pursuant to due call and notice thereof, a regular or special meeting of the City Council of the City of Falcon Heights, Minnesota, was duly held in the City Hall in said City on Wednesday, June 24, 2015, commencing at 7:00 P.M.

The following Council members were present:

and the following were absent:

Member _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. _____

RESOLUTION CALLING FOR A PUBLIC HEARING ON
THE ISSUANCE OF A REVENUE BOND AND AUTHORIZING THE
PUBLICATION OF A NOTICE OF PUBLIC HEARING
(DE LA SALLE HIGH SCHOOL PROJECT)

WHEREAS, Minnesota Statutes, Sections 469.152 through 469.1655, as amended, relating to municipal industrial development (the "Act"), gives municipalities the power to issue revenue obligations for the purpose of promoting the welfare of the state by the active attraction and encouragement and development of economically sound industry and commerce to prevent so far as possible the emergence of blighted and marginal lands and areas of chronic unemployment; and

WHEREAS, the City of Falcon Heights, Minnesota (the "City"), has received from De La Salle High School, a Minnesota nonprofit corporation (the "Borrower"), a proposal that the City assist in financing a portion of the costs of a project hereinafter described in the form of Notice of Public Hearing attached hereto as Exhibit A, through the issuance of a revenue bond (the "Bond") pursuant to the Act; and

WHEREAS, before proceeding with consideration of the request of the Borrower it is necessary for the City to hold a public hearing on the proposal pursuant to the Act:

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

1. A public hearing on the proposal of the Borrower will be held at the time and place set forth in the form of Notice of Public Hearing attached hereto as Exhibit A.

2. The general nature of the Project and an estimate of the aggregate principal amount of the revenue bond to be issued to finance the proposal are described in the Notice of Public Hearing.

3. The City Administrator is hereby authorized and directed to cause notice of the hearing to be given one publication in the official newspaper of the City and a newspaper of general circulation available in the City, not less than 14 days nor more than 30 days prior to the date fixed for the hearing, substantially in the form of the attached Notice of Public Hearing.

The motion for the adoption of the foregoing resolution was duly seconded by member _____, and after full discussion thereof and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

whereupon said resolution was declared duly passed and adopted.

STATE OF MINNESOTA
COUNTY OF RAMSEY
CITY OF FALCON HEIGHTS

I, the undersigned, being the duly qualified and acting City Administrator of the City of Falcon Heights, Minnesota, DO HEREBY CERTIFY that I have compared the attached and foregoing extract of minutes with the original thereof on file in my office, and that the same is a full, true and complete transcript of the minutes of a meeting of the City Council of said City duly called and held on the date therein indicated, insofar as such minutes relate to calling for a public hearing on the City's revenue bond to finance a portion of the costs of a project for De La Salle High School.

WITNESS my hand this 24th day of June, 2015.

City Administrator

EXHIBIT A

NOTICE OF PUBLIC HEARING ON A PROPOSAL FOR ISSUANCE OF A REVENUE BOND (DE LA SALLE HIGH SCHOOL PROJECT) SERIES 2015

Notice is hereby given that a public hearing shall be conducted by the City Council of the City of Falcon Heights, Minnesota (the “City”) on Wednesday, July 22, 2015 at 7:00 P.M. at the City Hall located at 2077 Larpenteur Avenue West, Falcon Heights, Minnesota, to consider the proposal of De La Salle High School, a Minnesota nonprofit corporation and a 501(c)(3) organization (the “Borrower”), that the City issue a revenue bond (the “Bond”), pursuant to Minnesota Statutes, Sections 469.152 to 469.1655, as amended (the “Act”), in order to finance a portion of the costs of the Project hereinafter described.

The Project consists of various capital improvements to the Borrower’s educational facilities located at One De La Salle Drive in the City of Minneapolis, including entrance and façade improvements, as well as improvements to learning, library and technology center spaces (collectively, the “Project”).

The Project is owned and operated by the Borrower. The maximum estimated principal amount of the Bond to be issued by the City to finance the Project is \$2,380,000. It is expected that the Minneapolis Community Development Agency will issue a revenue bond to finance a portion of the costs of the Project in the amount of \$3,920,000. The total Project costs are expected by the Borrower to be \$8,800,000, with \$2,500,000 of the costs to be paid by Borrower equity.

The Bond if and when issued will not constitute a charge, lien or encumbrance upon any property of the City except the Project, and such Bond will not be a charge against the City’s general credit or taxing powers, but will be payable from sums to be paid by the Borrower pursuant to a revenue agreement.

At the time and place fixed for the public hearing, the City will give all persons who appear at the hearing an opportunity to express their views with respect to the proposal. In addition, interested persons may file written comments respecting the proposal with the City Administrator at or prior to the public hearing. A draft copy of the proposed application to the Minnesota Department of Employment and Economic Development will be available for public inspection at the office of the City Administrator during regular office hours.



The City That Soars!

REQUEST FOR COUNCIL ACTION

Meeting Date	June 24, 2015
Agenda Item	Consent F4
Attachment	
Submitted By	Roland Olson, Finance Director

Item	Increase current petty cash fund for Recreational Sports.
Description	<p>The recreational sports program needs flexibility in procuring needed supply items for its programs. For example, fresh food for the cooking classes from the local farmers market and a local super market. Also, program supplies are often needed from stores such as Michaels and other craft supply stores with which the city doesn't have an account. It is impractical to pay for these items in any other manner.</p> <p>Staff recommends increasing the current petty cash fund from a \$250 level up to a \$500 level. Tim Sandvik, deputy city clerk and recreation supervisor would oversee use of this additional \$250. Original Receipts for all expenditures of funds would be required. Claims to replenish this petty cash fund would be presented to the city council for approval.</p> <p>At the conclusion of the recreational sports season, the petty cash fund would be reduced to the \$250 level.</p>
Budget Impact	NA
Attachment(s)	NA
Action(s) Requested	Staff recommends increasing the petty cash fund from a level of \$250 to a level of \$500 to be used in the recreational sports program.

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The City That Soars!

REQUEST FOR COUNCIL ACTION

Meeting Date	June 24, 2015
Agenda Item	Policy G1
Attachment	Resolution 15-16
Submitted By	Kristine Giga, Civil Engineer

Item	Award Bids for the 2015 Pavement Management Project (Snelling Service Drives)										
Description	<p>On May 13, 2015, the City Council approved the plans and specifications for the 2015 Pavement Management Project (PMP) with a revised scope and ordered advertisement for bids. The following streets are a part of the revised 2015 PMP.</p> <ul style="list-style-type: none"> • 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) <p>Roselawn Avenue, from Snelling Avenue to Fairview Avenue (shared street with Roseville) is also part of the overall 2015 PMP. However, since this is a shared street with Roseville, this portion of the project was incorporated into Roseville’s contract and will not be a part of this contract. Park Construction Company will be completing the work on Roselawn Avenue.</p> <p>Bids were solicited during May and June. The bids were opened on Wednesday, June 10, 2015. Four qualified bids were received for this year’s pavement project.</p> <p>The following is a summary of the bids received for this project:</p> <table border="1" style="margin-left: auto; margin-right: auto; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">CONTRACTOR</th> <th style="text-align: left;">BID</th> </tr> </thead> <tbody> <tr> <td>Hardrives, Inc.</td> <td style="text-align: right;">\$ 299,581.97</td> </tr> <tr> <td>Bituminous Roadways, Inc.</td> <td style="text-align: right;">\$ 326,228.05</td> </tr> <tr> <td>T. A. Schifsky & Sons, Inc.</td> <td style="text-align: right;">\$ 327,212.14</td> </tr> <tr> <td>Midwest Asphalt Corporation</td> <td style="text-align: right;">\$ 331,963.00</td> </tr> </tbody> </table> <p>For the 2015 Pavement Management Project, the apparent low bid was Northwest Asphalt, Inc. However, their bid did not meet the requirements of the Project Specifications; therefore, could not be considered a qualified bid. The low bidder that meets all project requirements per the City Specifications is Hardrives, Inc., of Rogers, Minnesota. The City Attorney reviewed the bid results and recommends the contract be awarded to the lowest responsible bidder, Hardrives, Inc.</p>	CONTRACTOR	BID	Hardrives, Inc.	\$ 299,581.97	Bituminous Roadways, Inc.	\$ 326,228.05	T. A. Schifsky & Sons, Inc.	\$ 327,212.14	Midwest Asphalt Corporation	\$ 331,963.00
CONTRACTOR	BID										
Hardrives, Inc.	\$ 299,581.97										
Bituminous Roadways, Inc.	\$ 326,228.05										
T. A. Schifsky & Sons, Inc.	\$ 327,212.14										
Midwest Asphalt Corporation	\$ 331,963.00										
Budget Impact	The low bid submitted by Hardrives, Inc., \$299,581.97, is 0.4% higher than the Engineer’s construction estimate of \$298,502.50. (construction costs only)										

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.

The following table shows the project costs and proposed funding breakdown for the project, including the Roselawn project:

	Construction + 15% Engineering	MSA	Street Infrastructure Funds	Assessments	Storm Sewer Fund
Street Improvements- Mill and overlay	\$ 329,279.01	\$ 50,000.00	\$ 220,569.71	\$ 58,709.30	
Street Improvements- Reclaim	\$ 193,840.77	\$ 50,000.00	\$ 13,376.15	\$ 130,464.62	
Pathway Improvements- Roselawn	\$ 114,400.47		\$ 114,400.47		
Storm Sewer Construction- M&O	\$ 15,240.26				\$ 15,240.26
Storm Sewer Construction- Reclaim	\$ 24,642.20				\$ 24,642.20
Total	\$ 677,402.70	\$ 100,000.00	\$ 348,346.32	\$ 189,173.92	\$ 39,882.46

A portion of the costs for the project are proposed to be assessed. The following table compares the estimated assessment rates from the feasibility report to the assessment rates calculated based on the low bid, with engineering costs estimated at 15%. The final assessment rate will be calculated based on actual engineering costs. The University of Minnesota, per state statute, is not subject to assessments. However, they have agreed to make a voluntary payment in lieu of assessment in the amount of \$125,066.70 for the Roselawn Avenue improvements.

Per foot assessment rate	Feasibility Report	Low Bid
Mill and Overlay- Snelling Service Drives		
Commercial/ multi-unit	\$ 22.51	\$ 21.72
Residential	\$ 15.01	\$ 14.48
Reclaim- Roselawn Avenue		
Residential	\$ 32.98	\$ 30.49

This project is proposed to be completed by Fall 2015. Final assessment amounts would be determined following an assessment hearing in the Fall of 2015 and a review of the project costs and proposed assessments by the City Council. The property

	owners can either pay the assessments in part or in full in October 2015 or have them added to their property taxes with an interest rate to be set by the City Council. The first installment of the assessment would be due in Spring 2016.
Attachment(s)	<ul style="list-style-type: none"> • Resolution 15-16 Awarding Bid for the 2015 Pavement Management Project
Action(s) Requested	Award bid for the 2015 Pavement Management Project to Hardrives, Inc., of Rogers, Minnesota, in the amount of \$299,581.97.

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**CITY OF FALCON HEIGHTS
COUNCIL RESOLUTION**

June 24, 2015

No. 15-16

RESOLUTION AWARDING BID FOR THE 2015 PAVEMENT MANAGEMENT PROJECT

WHEREAS, pursuant to advertisement for bids for the improvement of the 2015 Pavement Management Project, the proposed improvement of the following streets:

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

WHEREAS, bids were received on Wednesday, June 10, 2015, at 11:00 a.m., opened, and tabulated according to the law, and the following bids were received complying with the advertisement:

CONTRACTOR	BID
Hardrives, Inc.	\$ 299,581.97
Bituminous Roadways, Inc.	\$ 326,228.05
T. A. Schifsky & Sons, Inc.	\$ 327,212.14
Midwest Asphalt Corporation	\$ 331,963.00

WHEREAS, it appears that Hardrives, Inc., of Rogers, Minnesota, is the lowest responsible bidder at the tabulated price of \$299,581.97, and

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

1. The Mayor and City Administrator are hereby authorized and directed to enter into a contract with Hardrives, Inc., of Rogers, Minnesota, for \$299,581.97 in the name of the City of Falcon Heights for the above improvements according to the plans and specifications thereof heretofore approved by the City Council and on file in the office of the City Administrator.
 2. The City Administrator is hereby authorized and directed to return forthwith to all bidders the deposits made with their bids, except that the deposits of the successful bidder and the next lowest bidder shall be retained until contracts have been signed.
-

Moved by:

Approved by: _____
Peter Lindstrom, Mayor

LINDSTROM _____ In Favor
BROWN THUNDER _____
HARRIS _____ Against
LONG _____
MERCER-TAYLOR _____

Attested by: _____
Sack Thongvanh, City Administrator



The City That Soars!

REQUEST FOR COUNCIL ACTION

Date	June 24, 2015
Agenda Item	Policy G2
Title	Resolution 15-17, Recycling RFP & Sample Contract
Submitted By	Paul Moretto, Community Development Coordinator

Item	2015 Request for Proposals (RFP) for Recycling Services
Description	The City of Falcon Heights is presenting this RFP for Recycling Services scheduled for release July 1, 2015 with a proposal due date of August 3, 2015. The 2015 RFP is a revision and update to the 2010 RFP. The Environmental Commission recommends Approval of this RFP as presented.
Background	<p>The City of Falcon Heights is a Single Hauler Recycling city which provides its residents with weekly (Friday) service. This service is single stream with a variety of recyclables collected. Our current contract with Tennis Recycling LLC began on January 1st, 2010 and was scheduled to terminate December 31st, 2013. A contract option for an extension through 2015 was exercised. A final termination date is December 31st, 2015.</p> <p>The Environmental Commission, Staff, and Council Liaison, with help and guidance from Jean Buckley, Health Educator for the Ramsey County Public Health, have updated the 2010 RFP for Recycling Services in Falcon Heights to reflect the current conditions and needs for recycling in 2016. This process began in late March of 2015 with conversations and discussions between staff and the county. In May of 2015, the Environmental Commission was introduced to the existing RFP and some of the considerations for its augmentation to conform to 2016 standards. Staff continued to work with the county to combine requests and ideas from the Commission and meet the standards of the county. A Final Draft was submitted to the Environmental Commission on June 8th and was passed with a recommendation of Approval to the City Council with changes to be made after legal review. The document, along with a template contract, was sent to our City Attorney, Roger Knutson, on June 15th, 2015 and was returned the same day with minor language changes and updated insurance/bond requirements.</p> <p>The attached 2015 RFP for Recycling Services is the Final product of the hard work performed by a variety of hardworking and inspired people.</p>
Analysis	<ul style="list-style-type: none"> The Environmental Commission Recommends Approval of the 2015 RFP for Recycling Services.

Budget Impact	N/A
Attachment(s)	<ul style="list-style-type: none">• Resolution 15-17 Authorizing Advertisement for Request for Proposal (RFP) for Recycling Services• 2015 RFP for Recycling Services and Template Contract.
Actions Requested	Motion to approve advertising for Request for Proposal (RFP) for Recycling Services.

**CITY OF FALCON HEIGHTS
COUNCIL RESOLUTION**

June 24, 2015

No. 15-17

RESOLUTION REQUESTING PROPOSALS FOR RECYCLE COLLECTION SERVICES

WHEREAS, in January 1, 2010 the City of Falcon Heights entered into a contract with Tennis Recycling LLC for a Single Hauler Recycling Services which provide residents with weekly (Friday) service; and

WHEREAS, the agreement with Tennis Recycling LLC was scheduled to terminate December 31, 2013, which the contract was extended through December 31, 2015; and

WHEREAS, the 2010 RFP has been updated and labeled as "Exhibit A" and a sample contract listed as "Exhibit B".

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

1. That the City Council authorizes the City Administrator to prepare and advertise an RFP for Recycling Services.

Moved by:

Approved by: _____

Peter Lindstrom, Mayor
June 24th, 2015

LINDSTROM _____ In Favor
BROWN THUNDER
HARRIS _____ Against
LONG
MERCER-TAYLOR

Attested by: _____

Sack Thongvanh, City Administrator
June 24th, 2015

City of Falcon Heights, Minnesota

**Request for Proposals (RFP)
For Comprehensive
Recycling Services**

Scheduled Release Date:

July 1, 2015

Proposal Due Date:

August 3, 2015

4:30 p.m.

City of Falcon Heights
2077 W. Larpenteur
Falcon Heights, MN 55113
651-792-7600

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Attachment A: City of Falcon Heights 2016 Recycling Schedule & Instructions

Attachment B: Falcon Heights 2011-2014 Reported Recycling Tonnage

Attachment C: Map of Falcon Heights

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1. Introduction

The following sections describe the City of Falcon Heights intent, background, general information, and decision process about this request for proposal (RFP).

1.01 Statement of Intent and City Goals

This RFP defines the service standards, specifications and proposal requirements of the comprehensive recycling program for the City of Falcon Heights, Minnesota (City). The City seeks to enter into a new recycling contract with a company that has the resources and ability to provide residential recyclable materials collection services for the entire City.

It is the intent of the City to accept and evaluate proposals for comprehensive recycling services including collection, processing, marketing and public education. The goals of the City are to:

- 1.) Maximize the fullest recovery possible of recyclable materials from all residents in the City (from both residential dwelling units and multi-unit dwellings) and to achieve the most cost-effective solution; and
- 2.) Improve public education of all City residents about recycling services so as to improve participation and recovery rates.

The City encourages proposing vendors to submit their best proposal possible. Vendors must propose a “single-stream proposal” scenario with weekly collection with options for City-owned carts vs. Contractor-owned carts for residential properties. Contractor will be responsible for providing carts and/or dumpsters at multi-unit properties. Each option must have a distinct, associated price.

In addition, the City is very interested in pursuing its options to offer curbside food waste and organics collection to its residents in the future. If this collection service becomes available during the term of this agreement, the City may request a proposal for such services from the Contractor.

1.02 Background

The City of Falcon Heights has had a curbside recycling program for over twenty years. The City’s current recycling contract requires residential dwelling units (RDU) and multi-unit dwellings (MUD) to be serviced weekly. MUD’s may require additional pick-ups as needed. The City’s current contract with the existing service provider expires on December 31, 2015.

The City currently employs a single-stream recycling program for the collection of the following recyclable materials: old newspapers (ONP); magazines and catalogs; mixed mail; office paper; phone books; old corrugated cardboard (OCC); pizza boxes, boxboard, including frozen food boxes, and pop and beer cartons; steel and aluminum containers; scrap metal that fits into a recycling cart; glass bottles and jars; all plastics labeled #1 - #7 and textiles including linens and shoes that are placed next to the residential cart.

“2015 Recycling Schedule & Instructions.” It should be noted that the current contract includes the collection of scrap metal and textiles. These materials are not required to be collected under the new contract but inclusion is encouraged.

The Contractor currently supplies recycling carts to all properties. Ramsey County may reimburse the City for recycling carts at all single family residential properties through a Public Entities Innovation Grant. Some multi-unit buildings would like to use a single-sort dumpster vs. carts to collect recyclables. The proposal should include a price for dumpsters if there is an additional cost above providing carts at multi-unit properties.

In 2014, 425.36 tons of recyclable materials were collected from Falcon Heights RDU’s and 74.72 tons from all MUD’s. (Detailed tonnage information can be found in Attachment B, “Falcon Heights Reported Recycling Tonnage.”)

Under its current contract, the City is billed \$3.00 per household per month for weekly single-family curbside collection service and weekly MUD collection service. The City charges properties for the service.

The 2013 American Community Survey (ACS) population of Falcon Heights was estimated to be 5,406. The City has approximately 1,289 RDU’s and 907 MUD’s that receive recycling collection service under the current contract. University of Minnesota housing is not included in the City’s recycling contract.

Recyclable materials are collected every Friday for RDU’s and every Friday for MUD’s. A current recycling collection schedule can be found in Attachment A. In addition, a map of the City is provided in Attachment C.

2. Definitions

2.01 Cart Checks

Contractor inspection of recycling cart contents from 125 households annually.

2.02 City’s Designated Contact Person

The City has designated Sack Thongvanh, City Administrator, as the City’s sole point of contact for prospective vendors and eventually the Contractor.

2.03 Collection

The aggregation and transportation of recyclable materials from the place at which it is generated and includes all activities up to the time when it is delivered to a recycling facility.

2.04 Contract

The legal agreement executed between the City and the Contractor. The Contract shall include this RFP document, the successful proposal, and any written clarifications or modifications as specified in Section 14, “RFP and Proposal to Become Part of Final Contract.”

2.05 Contractor

The City's recycling service contractor under the new Contract beginning operation on January 1, 2016.

2.06 Contractor's Annual Recycling Public Education Flyer

The City will require the Contractor to publish and distribute an annual public education flyer that contains the following recycling information for City residents:

- Annual calendar of curbside recycling schedule for Residential Dwelling Units;
- List of materials to be included for recycling and how to prepare materials;
- List of Non-Targeted Materials that cannot be recycled in the City's program;
- How to receive additional information about the program.

The annual flyer shall be delivered to homes no later than January 31 of each year. In addition, annual public education is required for MUD's as described in Section 5.06.

2.07 Carts/Dumpsters

Uniform wheeled and lidded curbside carts in which recyclable materials can be stored, as specified by the City. It is recommended that an approximately 64 gallon cart be used but opportunities for residents to use smaller or larger recycling carts should be provided. Some MUD's would prefer dumpsters at their properties for recyclables to be stored until collection. An 8 yard dumpster option will be provided to property owners.

2.08 Curbside Recycling Service

The recycling Collection service specified within this RFP utilizing Curbside Recycling Carts. Some Multi-Unit Dwellings may receive Curbside Recycling Carts or optional dumpsters.

2.09 Market Demand

The economic and technical capacity of Markets to use recyclable material to make new products.

2.10 Markets

Any person or company that buys (or charges) for recycling of specified materials and may include, but are not limited to: end-markets, intermediate processors, brokers and other recycling material reclaimers.

2.11 Materials Recovery Facility (MRF)

A recycling facility in which recyclable materials are processed. The facility will conform to all applicable rules, regulations and laws of state, local or other jurisdictions.

2.12 Multi-Unit Dwellings (MUD)

A building or a portion thereof containing four (4) or more dwelling units.

2.13 MUD Recycling Containers

Recycling containers, used for multiple unit dwellings (MUD) include carts or dumpsters for temporary storage and aggregation of designated recyclables from residents in MUD's prior to Collection. Such recycling containers must be separate, explicitly labeled as to recyclables included, and colored differently from other containers.

2.14 MUD Recycling Service

Recycling Collection service, together with related public education and other customer services, provided to MUD residents that utilize MUD Recycling Containers and use MUD Recycling Stations.

2.15 MUD Recycling Stations

The location of MUD Recycling Containers designated by the recycling Contractor with agreement of the MUD building owner. MUD Recycling Stations are typically a cluster of recycling carts and/or recycling dumpsters.

2.16 Non-Targeted Materials

Materials that are not included in the City's recycling program. Examples of typical Non-Targeted Materials include (but are not limited to): pumps on plastic bottles, ceramic material in glass streams, containers previously containing hazardous waste.

2.17 Organics

Organic materials derived from plant and animal matter including non-recyclable paper that is collected for composting.

2.18 Participation Trend Study

Each year, the Contractor shall conduct a participation trend study that counts the number of RDU's by address that participates in curbside recycling. The sample of residences selected for the annual study shall remain the same (i.e., same addresses) and shall be no less than 125 households. The Contractor shall record recyclables set out by address for at least four consecutive weeks. The same period of weeks shall be used each year for the study.

2.19 Process Residuals

The material that cannot be recycled due to material characteristics such as size, shape, color, cross-material contamination, etc. and must be disposed as mixed municipal solid waste. Process Residuals may include, but are not limited to bulky items, contaminants, Non-Targeted Materials, sorted tailings, floor sweepings and rejects from specific Processing equipment (e.g., materials cleaned from screens, etc.). Process residuals does not include clean, separated products that are normally processed and prepared for shipment to Markets as commodities.

2.20 Processing

The sorting, volume reduction, baling, containment or other preparation of recyclable materials delivered to a MRF for transportation or marketing purposes.

2.21 Proposal Scenarios

The City requests a proposal for weekly, single-stream recycling. Proposals should include a price for City-owned and Contractor-owned carts.

2.22 Residential Dwelling Units (RDU)

A building containing up to four (4) dwelling units.

2.25 Recyclable Materials

Old newspapers (ONP); magazines and catalogs; mixed mail; office paper; phone books; old corrugated cardboard (OCC); pizza boxes, boxboard, including frozen food boxes, aseptic cartons, and pop and beer cartons; steel and aluminum containers; scrap metal that fits into a recycling cart; glass bottles and jars; all plastics labeled #1 - #7 with the exception of plastic not able to be marketed and agreed upon by the City.

2.26 Textiles

Textiles include unwanted linens such as towels, sheets, blankets, curtains, tablecloths, and clothes including: belts, coats, hats, gloves, shoes and boots that are clean and free of mold, mildew and excessive stains. Textiles must be dry.

2.27 Walk up Service

A service where the Contractor's crew will walk up to the residents garage door, stoop or other designated spot to collect recyclable material for collection at no additional charge from curbside service. The City will develop an application process to determine eligible seniors, disabled and/or special needs residents who require such service.

3. General Requirements for All Collections

The following general requirements are pertinent to all recycling Collections (i.e., both Curbside Recycling Service and MUD Recycling Service). However, the City acknowledges that Collection service frequencies and other factors will vary between residential and MUD Collection programs.

An "opt-in" service may be provided to commercial, industrial and institutional properties that are able to be collected using curbside recycling carts. The City will be responsible for billing this service. At this time, there are no properties who have requested this service.

3.01 Contractor Licensing Requirements

Haulers of recyclable materials must have a Collection license issued by the City, per City Code Section 14-277 by the time the Contract begins.

3.02 Collection Vehicle Equipment Requirements

Vehicles shall be designated to accommodate Collection material separation as specified by the Contract, and shall be clearly signed on both sides as a recycling Collection vehicle. In addition, all Collection vehicles used in the performance of the Contract shall:

- Be duly licensed and inspected by the State of Minnesota;
- Operate within the weight allowed by Minnesota Statutes and local ordinances; and
- Be kept clean and as free from offensive odors as possible.

Each Collection vehicle shall be equipped with the following:

- a. Two-way communications device.
- b. First aid kit.
- c. An approved fire extinguisher.
- d. Warning flashers.
- e. Warning alarms to indicate movement in reverse.
- f. Sign on the rear of the vehicle which states “This Vehicle Makes Frequent Stops”.
- g. A broom and shovel for cleaning up spills.

All of the required equipment must be in proper working order. All vehicles must be maintained in proper working order and be as clean and free from odors as possible. All vehicles must be clearly identified on both sides with Contractor’s name and telephone number prominently displayed. The lettering must be at least three inches in height.

3.03 Environmentally Sustainable Initiatives

Contractor shall demonstrate a commitment to reducing air pollution from Collection vehicles. Contractor shall submit as part of its proposal, a list of quantitative steps it has taken to reduce air pollution. Examples may include:

- A description of its current use of low-sulfur diesel fuel, biodiesel, or natural gas;
- A description of its current use of particulate filters for its fleet; and/or
- A timetable for converting its fleet to using alternative fuels and installing air pollution reduction technology.

In addition, proposers shall describe their current efforts and future plans to reduce greenhouse gas emissions (from Collection operations, Processing operations, transporting materials to Market, etc.) as well as any environmentally sustainable

initiatives that are currently a part of the proposer's business operations or are planned for the future.

3.04 Personnel Requirements

Contractor shall retain sufficient personnel and equipment to fulfill the requirements and specifications of the services described in this RFP. The Contractor will provide a Route Supervisor to oversee the recycling route drivers servicing the City. The Route Supervisor will be available to address customer complaints each day. The Contractor shall have on duty Monday through Friday from 7:00 a.m. to 5:00 p.m. a dispatch customer service representative to receive customer calls and route issues. The Contractor shall provide a 24-hour answering service line or device to receive customer calls. The Route Supervisor and all Collection vehicles must be equipped with 2-way communication devices.

Contractor's personnel will be trained both in program operations and in customer service and insure that all personnel maintain a positive attitude with the public and in the work place and shall:

- a. Conduct themselves at all times in a courteous manner and use no abusive or foul language.
- b. Perform their duties in accordance with all existing laws and ordinances and future amendments thereto of the Federal, State of Minnesota, and local governing boards.
- c. Be clean and presentable in appearance, as so far as possible.
- d. Wear a uniform and employee identification badge or name tag.
- e. Drive in a safe and considerate manner.
- f. Manage Curbside Recycling Carts and MUD Recycling Containers in a careful manner so as to avoid spillage and littering or damage to the bin or container. Containers should not be thrown once emptied.
- g. Monitor for any spillage and be responsible for cleaning up any litter or breakage.
- h. Avoid damage to property.
- i. Not perform their duties or operate vehicles while consuming alcohol or illegally using controlled substances or while under the influence of alcohol and/or such substances.

3.05 Collection Hours and Days

The City requires all such Collections to begin no sooner than 7 a.m. and shall be complete by 7 p.m. on scheduled Friday collection days. The Contractor may request City authorization of exceptions to these time restrictions (e.g., pursuant to the "Severe Weather" provision described in Section 3.07). The Contractor must request such exception from the City's Designated Contact Person via telephone or email, prior to the requested Collection event and specify the date, time and reason for the exception.

3.06 Holidays

Holidays refers to any of the following: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and any other holidays mutually agreed to by the City and Contractor. In no instance will there be more than one holiday during a Collection week. When the scheduled Friday Collection falls on a holiday, Collection for that day will be collected one day later (Saturday). The Contractor shall publish a yearly calendar including alternate Collection days, with assistance from the City.

3.07 Severe Weather

The Contractor may postpone recycling Collections due to severe weather at the sole discretion of the Contractor. If Collections are so postponed, the Contractor shall notify the City's Designated Contact Person via telephone or email. Upon postponement, Collection will be made on a day agreed upon between the Contractor and the City.

3.08 Missed Collections

The Contractor shall have a duty to pick up missed recycling Collections. The Contractor agrees to pick up all missed Collections on the same day the Contractor receives notice of a missed Collection, provided notice is received by the Contractor before 11:00 a.m. on a business day. With respect to all notices of a missed Collection received after 11:00 a.m. on a business day, the Contractor agrees to pick up that missed Collection before 4:00 p.m. on the following business day.

3.09 Customer Complaints

Contractor shall provide staffing of a telephone-equipped office to receive missed Collection complaints between the hours of 7:00 a.m. and 5:00 p.m. on weekdays, except holidays. The Contractor shall have an answering machine or voice mail system activated to receive phone calls after hours.

Contractor shall keep a log of all complaints, including the nature of the complaints; the names, addresses, and contact numbers of the complainants; the date and time received; the Contractor's response; and the date and time of response. This information shall be provided to the City in a monthly report.

Complaints on service will be taken and collected by the Contractor. The City will notify the Contractor of all complaints it receives. The Contractor is responsible for corrective actions and shall answer all complaints courteously and promptly.

3.10 City Retains Right to Specify Resident Preparation Instructions

The Contractor shall agree that it is the City's sole right to clearly specify the resident sorting and setout requirements.

3.11 Publicity, Promotion and Education

The City updates its website with recycling information and instructions and

periodically publishes recycling-related information in the City's bi-annual newsletter, The Falcon Flyer. The newsletter is distributed door-to-door to all single-family homes in the City and is also available on the City's website. Managers of MUD buildings may request copies to distribute to their tenants.

In an effort to increase participation and improve compliance with City-specified resident preparation instructions, the Contractor shall publish and distribute (via mail or hand deliver) public education to RDU's as described in Section 2.06, "Contractor's Annual Recycling Public Education Flyer" and Section 4.04,

"Public Education Information for RDU Residents." The Contractor must also publish and distribute public education to MUD's as described in Section 5.06, "Public Education Information for MUD Tenants."

The Contractor shall submit a draft of any education material for approval by the City, at least one (1) month before printing and distribution of any such literature. An electronic version must be submitted to the City at the time of distribution.

In addition, proposers are encouraged to specify other public education tools that they are willing to provide (e.g., magnets, information printed in other languages, education materials targeted for a specific neighborhood or targeting a specific material type, etc.).

As part of this proposal, proposers shall provide examples of public education materials they have developed for other municipalities.

3.12 City Shall Approve Contractor's Resident Education Tags

The Contractor shall produce "resident education tags" to be left by curbside Collection crews if any Non-Targeted Material is rejected and left at the curb. The Contractor shall submit a draft of the tags for approval by the City, at least one (1) month before printing.

3.13 Weighing of Loads

Contractor will keep accurate records consisting of an approved weight slip with the date, time, Collection route, driver's name, vehicle number, tare weight, gross weight, and net weight for each loaded vehicle that has collected recyclable material from RDU's and MUD's in Falcon Heights. Collection vehicles will be weighed after completion of a route or at the end of the day, whichever occurs first. (The City requires that the Contractor record the weight of the City's residential recyclables before adding materials from another municipality or commercial customers.) A copy of each weight ticket shall be kept on file for at least three (3) years and made available for inspection upon request by the City.

3.14 Monthly and Annual Reports

The Contractor will submit to the City monthly reports and annual reports. At a minimum, the Contractor shall include the following information monthly:

- Total quantities of recyclable materials collected, by material type (in tons).
- Net quantities of recyclable materials marketed, by material type (in tons).

- Quantities of Process Residuals disposed (in tons).
- Recycling service fee (based upon contracted price per household).
- Log of all complaints, including the nature of the complaints; the names, addresses, and contact numbers of the complainants; the date and time received; the Contractor's response; and the date and time of response.
- Log of all resident addresses where "education tags" were left because of Non-Targeted Materials set out for recycling.

At a minimum, the Contractor shall include the following information annually:

- Total quantities of recyclable materials collected in the City, by material type (in tons).
- Net quantities of the City's recyclable materials marketed, by material type (in tons).
- Quantities of Process Residuals disposed (in tons).
- Materials composition analysis of the City's recyclable materials.
- Participation Trend Study.
- Results of cart check audit including a list of households not participating.

Monthly reports shall be due to the City by the 15th day of each month. Annual reports shall be due by January 31. The Contractor will be encouraged to include in its annual report recommendations for continuous improvement in the City's recycling program (e.g., public education, MUD Recycling Service, etc.).

3.15 Annual Performance Review Meeting

Upon receipt of the Contractors annual report (see Section 3.14 of this RFP), the City shall schedule an annual meeting with the Contractor and the City's Environment Commission. The objectives of this annual meeting will include, but not be limited to, the following:

- Review Contractor's annual report, including trends in recovery rate and participation.
- Review efforts the Contractor has made to expand Markets for recyclable materials.
- Review Contractor's performance based on feedback from residents to the Environment Commission members and/or City staff.
- Review Contractor's recommendations for improvement to the City's recycling program, including enhanced public education and other opportunities.
- Review City staff recommendations for Contractor's service improvements.
- Discuss other opportunities for improvement during the remainder of the

Contract.

3.16 Ownership of Recyclable Materials

Ownership of the recyclable materials shall remain with the person placing them for Collection until Contractor's personnel physically touches them for Collection, at which time the ownership of the recyclable materials shall transfer to Contractor.

3.17 Scavenging Prohibited

Per City Code, Article II, Collection and Disposal, Sec. 38-23, it is unlawful for any person or hauler who is not authorized by the City to take or collect recyclable material set out for authorized Collection within the City.

3.18 Cleanup of Spillage or Blowing Litter

The Contractor shall clean up any material spilled or blown during the course of Collection and/or hauling operations. All Collection vehicles shall be equipped with at least one broom and one shovel for use in cleaning up material spillage. Designated recyclable materials shall be transported in a covered vehicle so that the recyclable materials do not drop or blow onto any public street or private property during transport.

3.19 Recyclable Material Required to be Transported to Markets; Disposal of Recyclable Materials Prohibited

Upon Collection by the City's recycling Contractor, the City's Contractor shall deliver the designated recyclables to a MRF, an end-market for sale or reuse, or to an intermediate Collection center for later delivery to a MRF or end-market. It is unlawful for any person to transport for disposal or to dispose of designated recyclables in a mixed municipal solid waste disposal facility.

The City prefers the highest and best use of the glass collected within the City. The process of recycling Glass Bottles and Jars back into Glass Bottles and Jars is preferred over Processing glass to be used as road aggregate, sandblast media, fiberglass or other alternative uses.

3.20 MRF's Must be Specified

The Contractor shall assure the City that adequate recyclable material Processing capacity will be provided for material collected in the City. The proposals must clearly specify the location(s) of its recyclables Processing facility (or sub- Contractor's facility) where material collected from the City will be delivered and/or processed (see Attachment E, Form E-1).

The Contractor shall provide written notice to the City at least 60 days in advance of any change in these or subsequent plans for receiving and Processing recyclable materials collected from the City.

Respondents shall arrange a tour of the designated MRF for the RFP review committee. The tour shall occur before September 1, 2015.

3.21 Estimating Materials Composition as Collected

The Contractor shall conduct at least one materials composition analysis of the City's recyclable materials each year to estimate the relative amount, by weight, of each recyclable commodity by grade (i.e., industry specification) or offer a suitable alternative to a composition analysis. The results of this analysis shall include: (1) percent by weight of each recyclable commodity by grade as collected from the City; (2) relative change compared to the previous year's composition; and (3) a description of the methodology used to calculate the composition, including number of samples, dates weighed, and City route(s) used for sampling. The Contractor shall provide the City with a copy of the analysis each year of the Contract. A City representative will be notified of the date of the analysis no later than two weeks in advance, and invited to participate in the analysis.

3.22 Process Residuals

The Contractor shall provide the City a written description of the means to estimate Process Residuals derived from the City's recyclables. This written description shall be reviewed and approved in writing by the City. This written description shall be updated by the Contractor immediately after any changes to the Processing facilities used by the Contractor. The City may audit the records of the Contractor to verify the agreed upon process (see Section 18.12, "Inspection of Records").

The quantities of Process Residuals must be reported to the City in the annual composition analysis as described in Section 3.21.

As part of their response to this RFP, proposers shall provide:

- Average residual rates from their processing operations for each type of collection method (dual-stream and single-stream); and
- A written description of how their company plans to minimize the amount of residuals from the Processing of the City's recyclable materials, as part of their proposal.

3.23 Lack of Adequate Market Demand

In the event that the Market for a particular recyclable material ceases to exist, or becomes economically depressed that it becomes economically unfeasible to continue Collection, Processing and marketing of that particular recyclable material, the City and the Contractor will both agree in writing that it is no longer appropriate to collect such item before Collection ceases. The Contractor shall give the City as much notice as

possible, in writing, about the indications of such Market condition changes.

The City and Contractor shall agree on a date in a written Contract amendment to cease Collection of the recyclable item in question. The Contractor shall at all times be under a duty to minimize the quantity of recyclable materials disposed in a landfill, incinerator or other facility receiving mixed municipal solid waste. If disposal of any recyclable commodity becomes necessary, upon receiving written permission from the City, the Contractor shall dispose of the recyclable materials at a facility specified in writing by the City or an alternative agreed upon by the City and the Contractor. The City and the Contractor shall negotiate a cost for the disposal of the recyclable material in question.

3.24 Performance Monitoring

The City will monitor the performance of the Contractor against goals and performance standards required within this RFP and in the Contract. Substandard performance as determined by the City will constitute non-compliance. If action to correct such substandard performance is not taken by the Contractor within 60 days after being notified by the City, in writing, the City will initiate the Contract termination procedures.

3.25 Organics

Curbside collection of Organics as an opt-in service may be considered during the term of this Contract. The Contractor will need to be prepared to provide a full service organics collection and processing service, including provision of cart(s), which may or may not be combined with a yard waste service.

4. Curbside Collection Requirements

The following Collection requirements are for Curbside Recycling Services only and do not pertain to MUD Recycling Services.

4.01 Point of Collection

The Collection of recyclable materials in the City will occur mostly at the curbside, however there are a few alleys that require Collection service. A list of addresses with alley Collection will be provided to the Contractor during Contract negotiations.

During the term of this Contract, there may be times when elderly residents or those with short- or long-term physical limitations are unable to bring their Curbside Recycling Bin to the curb. In those instances, the Contractor will be required to provide Walk-up Collection service. As of the date of this RFP, the City does not have any residents requiring Walk-up Collection of recyclables.

4.02 Recycling Containers

Proposals shall be submitted for options in which the Contractor owns the carts and in which the City owns the carts.

Uniform wheeled and lidded curbside carts in which recyclable materials can be stored, as specified by the City must be used. It is recommended that an approximately 64 gallon cart be used but opportunities for residents to use smaller or larger recycling carts should be provided.

If Contractor-owned, carts shall be consistent in colors and design with a recycling symbol that is at least 4' tall on two sides and on the lid, so as to be easily identified by the resident and the driver as the container for recyclable materials collection. Respondents must clearly specify their proposed cart or container manufacturer(s). The City shall approve the cart color, logo, labeling prior to manufacture if the option of a Contractor provided cart is chosen.

If City-owned, the Contractor will work with the City to procure carts for use in the recycling collection program. The carts will become the property of the City of Falcon Heights at the end of the contract period for use in the next contract cycle. The Contractor will maintain a sufficient new and replacement cart inventory that will be purchased by the City. The Contractor shall service and repair carts to meet supply and demand needs for the entire term of the Contract. The Contractor shall ship, assemble, deliver, inventory, maintain and distribute the recycle carts. Ongoing cart distribution shall be done on a weekly basis.

For either the City of Contractor owned cart option, the Contractor shall be responsible for preparing a comprehensive cart management plan and schedule for the initial cart distribution including working with the City to create the educational material for distribution to customers and a cart order quantity (including mutually agreed-upon overage to have in stock as excess inventory). Contactor must provide a transition plan and deliver and maintain all containers. An inventory of carts must be maintained by the Contractor.

4.03 Curbside Collection Schedule Deadline

If the Contractor determines that the Collection of recyclable materials will not be completed by 7:00 p.m. on a given Friday, the Contractor shall notify the City by 4:30 p.m. that same day and request an extension of the Collection hours. The Contractor shall inform the City of the areas not completed, the reason for non-completion and the expected time of completion. If the City's Designated Contact Person cannot be reached, the Contractor will request the Recycling Coordinator.

4.04 Procedure for Handling Non-Targeted Materials

If the Contractor determines that a resident has set out Non-Targeted Materials, the driver shall use the following procedure:

1. Contractor shall leave the Non-Targeted Materials attached to the resident's Curbside Recycling Cart and leave an "education tag" indicating acceptable materials and the proper method of preparation.
2. The driver shall record the address and the Contractor shall report the address to the

City in the monthly report.

To ensure that residents are recycling in the correct manner the Contractor will complete a Cart Check and inspect contents of 125 household carts annually, leave a tag and report addresses that a tag was left where Non-Targeted Materials were found in carts. A log shall be kept of all residential addresses where tags were left and addresses shall be included in the annual report to the City. An annual participation trend study report shall be submitted to the City three weeks after the field data collection operations have been completed. The annual study reports shall summarize participation trends and other data as a result of the data analysis. All participating and non-participating addresses shall be reported to the City each year as a result of the study, including a copy of the route map of the study showing raw data participation tally marks by address. The Contractor may make recommendations for improving this participation trend study methods and procedures. City staff will be invited to participate in the study.

4.05 Public Education Information for RDU Residents

The Contractor shall be responsible for the following:

- Annual distribution of the Contractor's Recycling Public Education Flyer as described in Section 2.06; and
- Distribution of resident education tags to be left by curbside Collection crews if any Non-Targeted Material is rejected and left at the curb as described in Section 4.03.

5. Multi-Unit Dwelling (MUD) Collection Requirements

The following Collection requirements are for MUD Recycling Services only and do not pertain to curbside Collection services.

5.01 MUD Recycling Stations

MUD Recycling Stations will be specified with agreement of the MUD building owner on a case-by-case basis. MUD Recycling Stations will likely be a cluster of recycling carts and/or recycling dumpsters. The number and location of MUD Recycling Stations shall be adequate to be reasonably convenient and accessible to all MUD residents.

MUD Recycling Stations shall be located on the MUD premises which permits access to the MUD Recycling Containers for Collection purposes but which does not obstruct pedestrian or vehicular traffic and shall comply with the City's zoning and other ordinances.

5.02 MUD Service Standards

MUD recyclables Collection services shall be available on the premises and shall be provided on a regularly scheduled basis of at least once per week. The Collection

schedule and recycling containers' capacity shall provide for regular removal of the recyclables such that there is adequate storage capacity available in the recycling containers to avoid overflowing containers.

5.03 MUD Recycling Container Requirements

The recycling containers shall be:

1. Sufficient in number and size to meet the demands for recycling services created by the occupants.
2. Equipped with hinged lids.
3. Equipped with standardized labels identifying the type of recyclable material to be deposited in each container.
4. Colored differently from other containers used for garbage Collection.
5. Maintained in proper operating condition and reasonably clean and sanitary.
6. Repaired or replaced on a reasonable schedule if stolen or broken.

5.04 Responsibility for Providing and Maintaining Recycling Containers

MUD Recycling Containers shall be provided and maintained by the City's Contractor.

5.05 Public Education Information for MUD Tenants

At least once per year, the City's recycling Contractor shall supply each MUD building owner with the sufficient number of recycling fact sheets/instructions for all units in the building(s). The information should specifically address MUD Recycling Service and should not be the same educational material distributed to RDUs.

5.06 Other Public Education Tools to MUD Building Owners

Vendors are encouraged to specify other public education tools that the Contractor will provide, in cooperation and coordination with MUD building owners. Resources from Ramsey County may also be supplied to assist in education.

5.07 Annual Report to MUD Building Owners

The City's Contractor shall provide an annual report by January 31 of each year to each MUD building owner. A copy of each report to the MUD building owners shall also be submitted to the City. The report shall contain, at a minimum, the following information:

1. Name of owner and building manager and contact information (mailing address, phone numbers, e-mail address, etc.).
2. Street address of each MUD served.

3. Number of dwelling units for each MUD.
4. Description of Collection services made available to occupants, including number of MUD Recycling Stations, number of MUD Recycling Containers, location of stations and dates of Collection.
5. Description of public education tools used to inform occupants of availability of services.
6. Total quantities of recyclable materials collected, by material type and how it was measured.
7. Recommendations for future improvements to increase recovery rates (e.g., specific public education tools).

6. Municipal Facilities Collection Requirements

The Contractor shall provide, at no charge, recycling and trash Collection service once per week at City Hall located at 2077 West Larpenteur, Falcon Heights, Minnesota.

7. Payment Terms

7.01 Compensation for Services Based on a Fee per Household

The City agrees to pay the Contractor for recycling Collection services provided to the City as described in the Contractor's proposal, and made part of an executed Contract, based on the number of household units certified by the City. By February 1st of each year the City will review the number of certified RDU and MUD units and notify Contractor of any changes.

Contractor shall submit itemized bills for recycling Collection services provided to the City on a monthly basis. Bills submitted shall be paid in the same manner as other claims made to the City.

The Contractor shall submit the monthly documentation and reports as detailed in Section 3.14 with the monthly bill. Payment to the Contractor will not be released unless the required information is included in the monthly bill or submitted separately according to the deadlines as specified in Section 3.14.

7.02 Price

The price per household per month for 2016, 2017 and 2018 will be set in accordance with the per household price proposed on the pricing worksheet (Attachment D).

8. Term of Contract

The term of the new recycling Contract will be a period of three (3) years from January 1, 2016 through December 31, 2018. The City may consider up to two, one-year extensions for years 2019 and 2020, at the City's sole discretion.

9. Submitting Proposals

To the best of its ability, the City will use the following process and schedule outlined in Section 10 for its decision-making regarding this RFP.

9.01 Proposed Schedule

July 1	RFP issued
July 8	Questions from Potential Proposers Due
July 10	Deadline for Respondents Intent to Propose
July 14	Pre-Proposal Meeting
July 17	Answers to Respondent Questions Submitted
August 3	Proposals Due
September 10	Interview of Finalists (Tentative)
October 14	City Council Meeting: Request Staff Authorization to Negotiate Contract
January 1	Contract Starts

9.02 Notification of Intent

Prospective Contractors interested in responding to this RFP shall notify the City in writing (e-mail or fax is acceptable) of their interest. Notifications of intent should be sent to:

Sack Thongvanh
 City Administrator
 City of Falcon Heights
 2077 W. Larpenteur
 Falcon Heights, MN 55113
 Fax: (651) 792-7610
 E-mail: sack.thongvanh@falconheights.org

Notifications shall include the vendor's name, contact person's title, address, phone number, and e-mail address. **Notification of intent must be made by Friday, July 10, 2015.**

It is the responsibility of the vendors to ensure their Notification of Intent was received by the City.

9.03 Questions

Questions, requests for clarification or requests for information about this RFP or process must be submitted in writing (via mail, email or fax) by 4:00 p.m. **Wednesday, July 8, 2015** to the City Administrator:

Sack Thongvanh
City Administrator
City of Falcon Heights
2077 W. Larpenteur
Falcon Heights, MN 55113
Fax: (651) 792-7610
E-mail: sack.thongvanh@falconheights.org

All questions and requests for more information and the City's responses will be summarized in writing and forwarded to all other qualified vendors prior to **Friday, July 17, 2015**.

9.04 Contact Restriction

Any unauthorized contact with City staff, City Council Members, or members of the City's Environment Commission will subject the company to disqualification from further consideration. This restriction will be in effect from the date this RFP is finalized and authorized for release by the City Council through the date of final Contract award (including authorization for execution) by the City Council.

9.05 Proposals Held as Non-Public Data

Only the company names of vendors submitting proposals will be made public. All proposal documents shall be held as non-public data until the City Council awards a new Contract and authorizes staff to execute the new Contract.

9.06 Review Committee

Proposals will be reviewed by the City's Environment Commission. (See Section 16, "Evaluation Criteria" of this RFP.) The Commission will recommend vendors, in rank order of priority, to the City Council.

9.07 Negotiations

City staff will negotiate with the top ranked vendor. If negotiations with top-ranked vendor are not successful, the City may then initiate negotiations with second ranked vendor, and so on.

The City reserves the right to negotiate specific work elements with a respondent into a Contract of lesser or greater expense than described in this RFP or the respondent's reply.

9.08 Award of Contract

Once a draft Contract has been successfully negotiated, City staff will present its recommendations to the City Council (approximately October 14, 2015). The City Council may then award the Contract and authorize staff to execute it.

9.09 New Contract

The new recycling Contract will commence on January 1, 2016.

10. Proposals May be Rejected in Whole or Part

The City of Falcon Heights reserves the right to:

- Reject any or all proposals;
- Reject parts of proposals;
- Negotiate modifications of proposals submitted; and
- Accept part or all of the proposals on the basis of consideration(s) other than proceeds or cost.

11. How to Submit Proposals

Proposals will be accepted only from those who submitted a Notification of Intent as described in Section 10.02.

Proposal shall be submitted to the Zoning/Planning Office at City Hall no later than 4:30 p.m. (CDT) **Monday, August 3, 2015**, in a sealed envelope with the name of the proposing company on the outside and addressed as follows:

Enclosed: "Recycling Services Proposal" City
of Falcon Heights, City Hall
City Administrator
2077 W. Larpenteur
Falcon Heights, MN 55113

c/o Sack Thongvanh
City Administrator

Proposals will be treated in accordance with MN Statute 13.591, Subdivision 3 (b), Data Practices Act.

Six (6) written, hard copies of the proposal and all attachments shall be submitted.

One electronic copy of the proposal must also be submitted on a CD disk (or suitable alternative disk format) inside of the sealed envelope. The proposal file must be formatted in Microsoft WORD or a suitably compatible alternative.

12. Proposal Content

12.01 Proposal Content Checklist

Qualified proposals must include all of the elements referenced in this RFP. A Proposal Content Checklist can be found in Attachment F.

12.02 References

Proposers must include a list of references including other municipal clients in the Twin Cities metro region receiving similar services.

12.03 Litigation

Statement as to any litigation in the past five years within the State of Minnesota and the current status of that litigation.

12.04 Price Worksheet

Vendors must complete a price worksheet (Attachment D) as part of each proposal they submit. Vendors must include a price for City-owned or Contractor-owned carts for weekly single-stream collection.

12.05 Exceptions to the RFP

Proposers shall identify any and all exception(s) to the RFP. Proposers shall clearly identify the exception(s) and state the reason for such exception(s). For each exception noted, the proposer shall provide alternative language for the City's consideration.

13. Vendors May Team with Other Companies

It is recognized that some prospective haulers may wish to sub-contract with other companies for Processing services. This is allowed as needed, but all such Contractor-sub-contractor relationships must be explicitly described in each proposal scenario. The City will contract with only one primary Contractor for the recycling services.

Multiple vendors may team up with other complementary hauling or recycling companies provided there is no collusion. A company may be listed as a part of more than one team as long as this company submits a written certification that no collusion occurred between competing proposals.

14. RFP and Proposal to Become Part of Final Contract

The contents of this RFP, the successful proposal, and any written clarifications or modifications to the contents thereof submitted by the successful proposer shall become part of the contractual obligations and be incorporated by reference into the ensuing Contract. If any provision of the Contract is in conflict with the referenced RFP or proposal, the Contract shall take precedent.

15. Evaluation Criteria

All proposers must complete the Proposal Forms in Attachment E:

- Form E-1 Proposer's Statement of Organization
- Form E-2 References

Only proposals that include these completed forms will be further evaluated. The City will take into consideration the comments from the proposer's references and the

overall responsiveness to the provisions of this RFP.

The City will then objectively evaluate the proposals to determine the best value for the City and its residents. A comprehensive set of criteria will be used to quantify the merits of each proposal. The evaluation categories and relative point values are shown below. The criteria will include, but is not limited to, the following:

15.01 Economics (50 points)

- The proposed price of the recycling Collection service (e.g., fee per household per month for both RDU and MUD units).

15.02 Environmental (35 points)

- Pollution reduction efforts as outlined in Section 3.03 of this RFP.
- Highest and best use of glass, as outlined in Section 3.19.
- Proposer's plan to minimize the amount of residuals from the Processing of the City's recyclable materials (Section 3.22).
- Innovations proposed to increase recycling participation, tonnages and materials collected, including adding additional materials to the City's list of standard materials to be recycled.
- Current efforts and future plans to reduce greenhouse gas emissions (from Collection operations, Processing operations, transporting materials to Market, etc.) as well as any environmentally sustainable initiatives that are currently a part of the proposer's business operations or are planned for the future.

15.03 Education (15 points)

- Proposed public education tools and services offered beyond RFP requirements (e.g., magnets, web based versions of materials, recycling information printed in other languages, recycling education materials targeted for a specific neighborhood or targeting a specific material type, etc.).
- Proposed public education tools that the Contractor could provide in cooperation and coordination with MUD building owners (e.g., posters, signage, etc.).

16. Liquidated Damages

The Contractor shall agree, in addition to any other remedies available to the City, the City may withhold payment from the Contractor in the amounts specified below as liquidated damages for failure of the Contractor to fulfill its obligations:

1. Failure to respond to legitimate service complaints within 24 hours in a reasonable and professional manner - \$50 per incident.
2. Failure to collect properly notified missed Collections - \$250 per incident.
3. Failure to provide monthly and annual reports - \$100 per incident.
4. Failure to complete the Collections within the specified timeframes without proper notice to the City - \$100 per incident.

5. Failure to clean up from spills during Collection operations - \$250 per incident.
6. Failure to report on changes in location of recyclable materials Processing operations - \$250 per incident.
7. Failure to provide written description of the means to estimate relative amount of Process Residuals derived from the City's recyclables - \$100 per incident.
8. Failure to receive City written approval of changes to the Collection and Processing systems prior to implementing any such change - \$5,000.
9. Failure to conduct and report results of the annual composition analysis - \$100 per incident.

These designated amounts for non-performance do not represent penalties.

17. Insurance and Other Legal Requirements

17.01 Insurance

Insurance secured by the Contractor shall be issued by insurance companies acceptable to the City and admitted in Minnesota. The insurance specified may be in a policy or policies of insurance, primary or excess. Such insurance shall be in force on the date of execution of the Contract and shall remain continuously in force for the duration of the Contract. The Contractor and its sub-contractors shall secure and maintain the following insurance:

17.01.1 Workers Compensation Insurance

Workers Compensation insurance shall meet the statutory obligations with Coverage B - Employers Liability limits of at least \$100,000 each accident, \$500,000 disease - policy limit and \$100,000 disease each employee.

17.01.2 Commercial General Liability Insurance

Commercial General Liability insurance shall be at the limits of at least \$2,000,000 general aggregate, \$2,000,000 personal and advertising injury, \$2,000,000 each occurrence, \$50,000 fire damage and \$1,000 medical expense any one person. The policy shall be on an "occurrence" basis, shall include contractual liability coverage and the City shall be named an additional insured.

This insurance shall include up to \$10,000 expenses to extract pollutants from land or water at the "premises" if the discharge, dispersal, seepage, migration, release, escape or emission of the pollutants is caused by or results from a covered cause of loss.

17.01.3 Commercial Automobile Liability Insurance

Commercial Automobile Liability insurance covering all owned, non-owned and hired automobiles with limits of at least \$1,000,000 per accident. This insurance

shall include a cause of loss where there is a spill of fuels and lubricants used in the vehicle for its operation.

17.01.4 Environmental Liability Insurance

The Contractor agrees that they shall obtain and maintain environmental liability insurance in compliance with local, state and federal regulations for all matters related to in this recycling services agreement. Contractor shall add the City as an additional insured under said insurance policy(s). The policy coverage shall include Environmental Impairment Liability. Contractor shall provide the City with appropriate documentation of said environmental liability insurance for verification upon written request from the City. The Contractor further indemnifies the City, its employees, agents and licensees from all liability related to hazardous contamination/pollution resulting from the acts of the Contractor, its employees or agents.

17.02 Transfer of Interest

The Contractor shall not assign any interest in the Contract, and shall not transfer any interest in the Contract, either by assignment or novation, without the prior written approval of the City. The Contractor shall not sub-contract any services under this Contract without prior written approval of the City. Failure to obtain such written approval by the City prior to any such assignment or sub-contract shall be grounds for immediate Contract termination.

17.03 Non-Assignability and Bankruptcy

The parties hereby agree that the Contractor shall have no right to assign or transfer its rights and obligations under said agreement without written approval from the City. In the event, the Contractor, its successors or assigns files for Bankruptcy as provided by federal law, this agreement shall be immediately deemed null and void relieving all parties of their Contract rights and obligations.

17.04 Dispute Resolution and Arbitration Procedures

The parties agree that any controversy or claim arising out of or relating to the agreement or the breach thereof, shall be settled, at the option of the City by arbitration in accordance with the Rules of the American Association of Arbitration and judgment upon the award by the Arbitrator(s) may be entered in any court with jurisdiction thereof.

17.05 Performance Bond

Within fifteen (15) calendar days after the execution of this agreement and before any work or services are rendered, the Contractor shall furnish the City a performance bond and a payment bond, pursuant to Minnesota Statutes §574.26, each in the amount of \$150,000.00.

17.06 General Compliance

The Contractor agrees to comply with all applicable Federal, State and local laws and regulations governing funds provided under this Contract.

Once negotiations begin, the City will provide draft Contract language to the preferred vendor to address other standard legal requirements. (Note: These requirements may include, but not be limited to: specification for performance bond, prevailing wage; anti-trust, arbitration, human rights, City administrative ordinance; etc.).

17.07 Independent Contractor

Nothing contained in this agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Contractor shall at all times remain an independent Contractor with respect to the services to be performed under this Contract. Any and all employees of Contractor or other persons engaged in the performance of any work or services required by Contractor under this Contract shall be considered employees or sub-contractors of the Contractor only and not of the City; and any and all claims that might arise, including Worker's Compensation claims under the Worker's Compensation Act of the State of Minnesota or any other state, on behalf of said employees or other persons while so engaged in any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of Contractor.

17.08 Hold Harmless

The Contractor agrees to defend, indemnify and hold harmless the City, its officers and employees, from any liabilities, claims, damages, costs, judgments, and expenses, including attorney's fees, resulting directly or indirectly from an act or omission of the Contractor, its employees, its agents, or employees of sub-contractors, in the performance of the services provided by this Contract or by reason of the failure of the Contractor to fully perform, in any respect, any of its obligations under this Contract. If a Contractor is a self-insured agency of the State of Minnesota, the terms and conditions of Minnesota Statute 3.732 et seq. shall apply with respect to liability bonding, insurance and liability limits. The provisions of Minnesota Statutes Chapter 466 shall apply to other political subdivisions of the State of Minnesota.

17.09 Accounting Standards

The Contractor agrees to maintain the necessary source documentation and enforce sufficient internal controls as dictated by generally accepted accounting practices to properly account for expenses incurred under this Contract.

17.10 Retention of Records

The Contractor shall retain all records pertinent to expenditures incurred under this Contract for a period of three years after the resolution of all audit findings. Records for non-expendable property acquired with funds under this Contract shall be retained for three years after final disposition of such property.

17.11 Data Practices

The Contractor agrees to comply with the Minnesota Government Data Practices Act and all other applicable state and federal laws relating to data privacy or confidentiality.

The Contractor must immediately report to the City any requests from third parties for information relating to this Agreement. The City agrees to promptly respond to inquiries from the Contractor concerning data requests. The Contractor agrees to hold the City, its officers, and employees harmless from any claims resulting from the Contractor's unlawful disclosure or use of data protected under state and federal laws.

All Proposals shall be treated as non-public information until the proposals are opened for review by the City. At that time the Proposals and their contents become public data under the provisions of the Minnesota Government Data Practices Act, MN Statute 13.591.

17.12 Inspection of Records

All Contractor records with respect to any matters covered by this agreement shall be made available to the City or its designees at any time during normal business hours, as often as the City deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

17.13 Applicable Law

The laws of the State of Minnesota shall govern all interpretations of this Contract, and the appropriate venue and jurisdiction for any litigation which may arise hereunder will be in those courts located within the County of Ramsey, State of Minnesota, regardless of the place of business, residence or incorporation of the Contractor.

17.14 Contract Termination

The City may cancel the Contract if the Contractor fails to fulfill its obligations under the Contract in a proper and timely manner, or otherwise violates the terms of the Contract if the default has not been cured after 60 days written notice has been provided. The City shall pay Contractor all compensation earned prior to the date of termination minus any damages and costs incurred by the City as a result of the breach. If the Contract is canceled or terminated, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Contractor under this agreement shall, at the option of the City, become the property of the City, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

17.15 Employee Working Conditions and Contractor's Safety Procedures

The Contractor will ensure adequate working conditions and safety procedures are in place to comply with all applicable federal, state and local laws and regulations. The City reserves the right to inspect on a random basis all trucks, equipment, facilities, working conditions, training manuals, records of claims for Worker's Compensation or safety violations and standard operating procedures documents.

**Attachment A
City of Falcon Heights
2016 Recycling Schedule & Instructions**

JANUARY						
M	T	W	T	F	S	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

FEBRUARY						
M	T	W	T	F	S	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29						

MARCH						
M	T	W	T	F	S	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

APRIL						
M	T	W	T	F	S	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

MAY						
M	T	W	T	F	S	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

JUNE						
M	T	W	T	F	S	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

JULY						
M	T	W	T	F	S	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

AUGUST						
M	T	W	T	F	S	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

SEPTEMBER						
M	T	W	T	F	S	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

OCTOBER						
M	T	W	T	F	S	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

NOVEMBER						
M	T	W	T	F	S	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

DECEMBER						
M	T	W	T	F	S	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

2016 Recycling

Recycling Instructions

- Collection is **every Friday**.
- Items must be out by 7:00 a.m.
- Items must be placed curbside, except where there is an alley; then bins should be placed near the alley.

Holiday Week Collections

Special Note: The first collection in 2016 is on **Saturday, January 2nd** because of the New Year's Day Holiday

Other Saturday collections:

- **Saturday, June 4** (Memorial Day week)
- **Saturday, September 10th** (Labor Day week)

Helpful Hints & Phone Numbers:

Ramsey County Solid Waste & Recycling Hotline
651-633-EASY (3279)

Ramsey County Household Hazardous Waste Drop-off Site

- Open Saturdays only (except holidays) from 9:00 a.m. to 4:00 p.m.
- The center is called Bay West, located at 5 Empire Drive in St. Paul.
- Directions: South on Rice to Pennsylvania, left on Penn. to Jackson, left on Jackson to Empire.

SEE NEXT PAGE FOR SORTING INSTRUCTIONS

Preparation of Items for Recycling

Tennis Sanitation is a full service family-owned company providing quality trash and recycling services since 1966.

We are proud to serve your community with comprehensive and progressive recycling options and the best employees in the business.

Greg and Willie Tennis

Tennis Sanitation, L.L.C.

P.O. Box 62
St. Paul Park, Minnesota 55071
651-459-1887

www.tenissanitation.com



P.O. Box 62
St. Paul Park, Minnesota 55071
651-459-1887

www.tenissanitation.com

Need a temporary roll-off container for your construction or clean-up needs?
Please contact us for further information.



Single-Sort Recycling

A simple, easy way to recycle, no need to sort or bag, just place in your cart!



Guidelines for Single-Sort Recycling

- Place only the items shown as recyclable in this brochure in your Tennis Sanitation cart. Place trash in your trash cart.
- Rinse out food and beverage containers.
- Place your clean recyclables directly into the cart.

TENNIS Sanitation Recycling

www.tenissanitation.com | 651-459-1887

TENNIS Sanitation Recycling

www.tennissantionation.com | 651-459-1887

Place all your recyclables directly into your cart. No need to bag them, except for shredded paper^a and textiles^b. If you bag your recyclables, please use paper bags or dump the items out of the plastic trash bags into the cart, then reuse or recycle the bag. Loose bags cause issues for the mechanical equipment used for sorting at the Recycling Facility.

Cartons

Dairy, Soup and Juice Cartons



Paper

Beverage Boxes
Cardboard
Cardboard Tubes
Boxboard^c
Egg Cartons
Frozen Food Boxes
Magazines
Mixed Paper
Newspapers & Inserts
Phone Books
Pizza Boxes
Shredded Paper (*Bagged and Sealed*)
Unwanted Mail



Metals

Cans (Tin, Aluminum and Aerosol)
Household Metal (3 ft or Smaller)
Pots and Pans
Silverware



Glass

Bottles
Jars



Plastics

Beverage Containers ♻️ #1-7
(No Styrofoam)
Clear Clamshell Packaging
Drained Oil Bottles
Large Plastic Items^d
Yogurt Containers
Flower and Shrub Pots
Landscape Edging
Plastic Bags^e



Linens

Clothing^f
Shoes



^aPlace shredded paper in sealed paper bag.

^bPlace shoes and clothing in sealed plastic bag.

^cBoxboard includes boxes from cereal, cracker, toothpaste, and similar items stored in cabinet.

^dLaundry baskets, toys, kitty litter and pails.

^eIncludes bubble wrap, plastic packing film, retail bags. Consolidate plastic bags into one bag and tie the bag.

^fEnclose in plastic bag, seal and mark LINEN. Place on top of cart.

These Items Should Go into Your Trash Cart, They Are **Not** Recyclable:

- | | |
|----------------------------------------------------------------------|---------------------------|
| Boxes with Food Residue (Produce, Deli or Black Take-Out Containers) | Light Bulbs |
| Ceramics | Mirrors |
| Corks | Napkins |
| Cups (Paper and Plastic) | Paper Products |
| Dishware | Pottery |
| Food Storage Bags with Zippers | Sharps |
| Glass Cookware | Shoes (or in Linen's Bag) |
| Hoses | Soiled Paper |
| Household Garbage | Styrofoam |
| | Window Glass |
| | Gift Wrapping Paper |
| | Vinyl Siding |



Important Tip: Help prevent identity theft and protect your credit!

- Shred credit card offers and cell phone offers that include your name and address.
- Shred any paper that contains financial information (bill stubs, credit card receipts, etc.) about you.

More information and current recycling news at <http://www.falconheights.org>

Attachment B Falcon Heights Reported Recycling Tonnage

Attachment B Falcon Heights 2011-2014 Reported Recycling Tonnage

The total net tons of recyclable material collected by the current contracted recycling hauler in the City of Falcon Heights the last four years are shown in Table B-1.

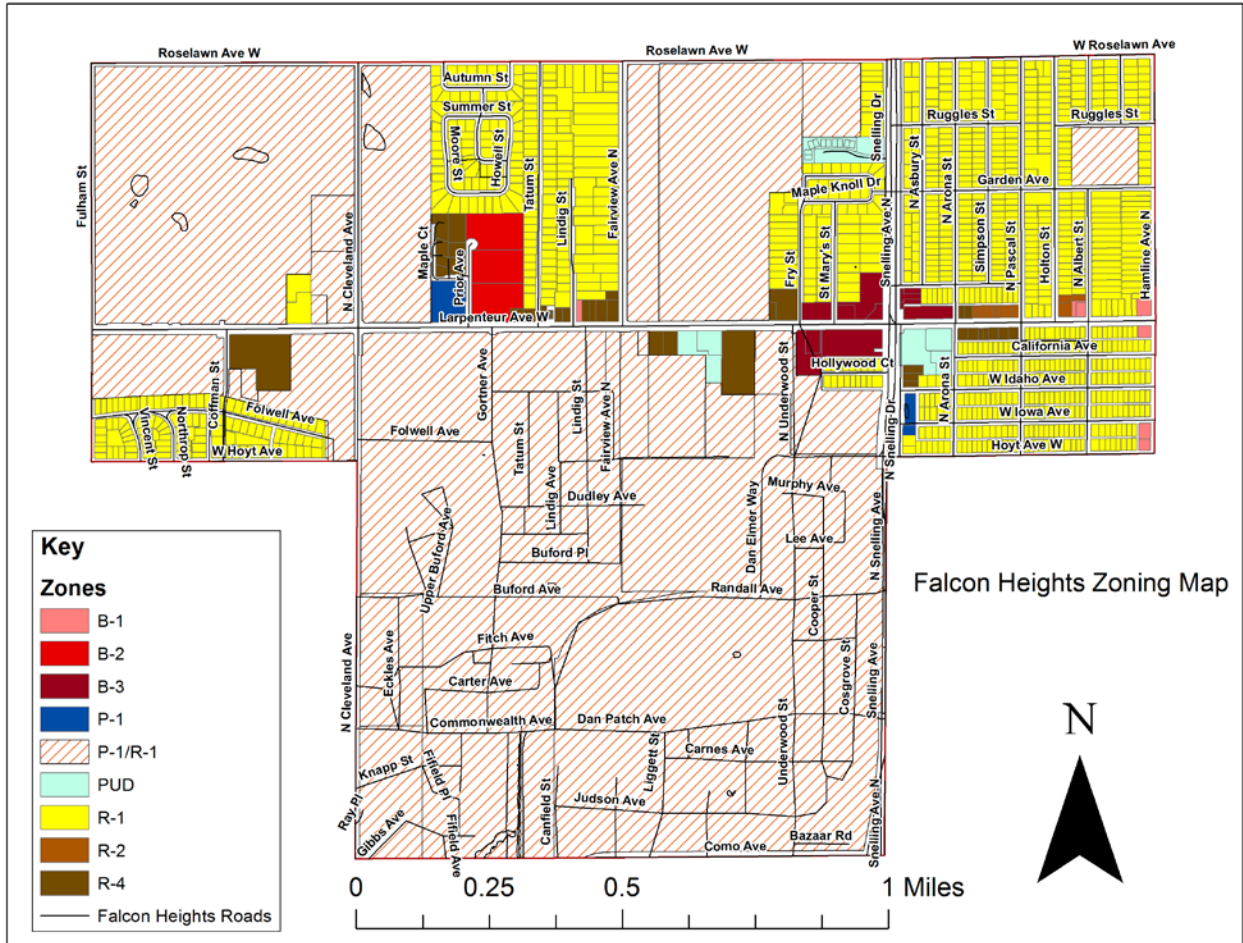
Table B-1 Annual Curbside and Multi-Unit Recyclable Materials Collected under Contract (in Tons) City of Falcon Heights				
	2011	2012	2013	2014
Single-Family	405	404	405	425
Multi-Unit	65	70	75	75
Total	470	474	480	500

Tables B-2 and B-3 itemize the reported tonnage, by material, for 2013 and 2014. Currently the City contracts for curbside recycling for single-family households as well as recycling collection for all multi-unit dwellings.

Table B-2 2013 Estimated Curbside & Multi-Unit Recyclable Materials Collected (in Tons) City of Falcon Heights				
	2013 Curbside	2013 Multi-Unit	2013 TOTAL	2013 Percentage of Total
Paper				
Paper	287	53	340	71%
TOTAL PAPER	287	53	340	
Containers				
Aluminum Cans	5	1	6	1%
Other Cans	5	2	7	1%
Glass	63	12	75	16%
Plastics	41	8	49	11%
TOTAL CONTAINERS	114	23	137	
TOTAL TONS	401	76	477	100%

Table B-3 2014 Estimated Curbside & Multi-Unit Recyclable Materials Collected (in Tons) City of Falcon Heights				
	2014 Curbside	2014 Multi-Unit	2014 TOTAL	2014 Percentage of Total
Paper				
Cardboard	75	13	88	18%
All Other Paper	220	38	258	51%
TOTAL PAPER	295	51	346	
Containers				
Aluminum	4	1	5	1%
Steel/Other Cans	11	2	13	3%
Glass	76	13	89	18%
Plastics	37	6	43	9%
TOTAL CONTAINERS	128	22	150	
TOTAL TONS	423	73	496	100%

Attachment C Map of Falcon Heights



Geographical Boundaries:

North: Roselawn from Fulham to Hamline

West: Fulham from Hoyt to Roselawn; Cleveland from Hoyt to Como

East: Hamline from Hoyt to Roselawn; Snelling from Hoyt to Como

South: Como from Cleveland to Snelling, Hoyt from Fulham to Cleveland, and Snelling to Hamline

Attachment D Price Worksheet

Instructions for City of Falcon Heights RFP Price Worksheet

Vendors may use the attached forms or use their own in similar formats. However, the contents in Attachment D's price worksheets must be included if alternative formats are submitted.

City of Falcon Heights Recycling Collection Price Worksheet

Proposer (Company Name): _____

2016 Price per month for City-Owned Carts \$_____per RDU/month
\$_____per MUD/month

2017 Price per month for City-Owned Carts \$_____per RDU/month
\$_____per MUD/month

2018 Price per month for City-Owned Carts \$_____per RDU/month
\$_____per MUD/month

2016 Price per month for Contractor-Owned Carts \$_____per RDU/month
\$_____per MUD/month

2017 Price per month for Contractor-Owned Carts \$_____per RDU/month
\$_____per MUD/month

2018 Price per month for Contractor-Owned Carts \$_____per RDU/month
\$_____per MUD/month

Price for optional 8-yard recycling dumpster \$_____per container

Attachment E Proposal Forms City of Falcon Heights

Instructions for Proposal Forms

Forms E-1 and E-2 on the following pages are the required forms that **must** be completed as part of the proposal for Recycling Collection Services for the City of Falcon Heights. The questions that are not applicable should be included and marked “Not Applicable.” Forms not completed in full may result in disqualification.

Form E-1

Proposer's Statement of Organization

1. Full Name of Business (Proposer):

2. Local Business Address:

3. Local Business Phone Number:

4. Local Contact Person(s):

5. Local Contact Email Address:

6. Form of Business (Corporation, Partnership, Joint Venture, Other):

7. If a corporation, in what state incorporated: _____

Date Incorporated: _____
 Month Day Year

8. If a Joint Venture or Partnership, date of Agreement: _____

9. Provide names of authorized representative(s) of the proposer who has legal authority to bind the proposer in contractual obligations:

Name	Address	Title
------	---------	-------

10. List of all subcontractors participating in this proposal:

Name	Address	Area of Responsibility
------	---------	------------------------

FORM E-1 (Cont.)

11. Identify the provisions of any agreement between parties which assigns legal or financial liabilities or responsibilities.

12. If responding firm(s) are a partially or fully-owned subsidiary of another firm, or share common ownership with another firm, please identify the firms and relationships.

13. Where will the proposer deliver the City's recyclable materials for processing? Please provide the name and address of the MRF and indicate if proposer owns this MRF.

If the MRF is not owned by the proposer, does the proposer have an agreement with the MRF for processing recyclable materials?

Form E-2 References

The proposer shall provide a minimum of three (3) references of public agencies or cities in Minnesota (especially in the Twin Cities metro region) presently being served by the proposer with similar services to those being requested by the City of Falcon Heights.

1. Name of Public Agency: _____

Address: _____

Phone Number: _____

Principal Contact Person(s): _____

Year Contract Initiated: _____

Average Annual Tonnage of Recyclable Material Collected: _____

Description of Recyclable Materials Accepted, if different than the City of Falcon Heights:

FORM E-2 (Cont.)

2. Name of Public Agency: _____

Address: _____

Phone Number: _____

Principal Contact Person(s): _____

Year Contract Initiated: _____

Average Annual Tonnage of Recyclable Material Collected: _____

Description of Recyclable Materials Accepted, if different than the City of Falcon Heights:

3. Name of Public Agency: _____

Address: _____

Phone Number: _____

Principal Contact Person(s): _____

Year Contract Initiated: _____

Average Annual Tonnage of Recyclable Material Collected: _____

Description of Recyclable Materials Accepted, if different than the City of Falcon Heights:

Additional references may be provided at the proposer's discretion.

Attachment F Proposal Content Checklist

City of Falcon Heights Proposal Content Checklist

Proposers shall **complete and submit** this checklist. Items to be included in vendor's proposals are listed as either Mandatory or Optional.

Mandatory

- Six (6) written, hard copies of the proposal and all attachments.
- One (1) electronic copy of the proposal (formatted in Microsoft Word or a suitably comparable alternative).
- Completed Forms E-1, "Proposer's Statement of Organization" and E-2, "References."
- List of materials proposed to be collected and a discussion and rationale for any proposed changes to the City's standard list of recyclable materials
- Examples of Proposer's public education materials.
- List of location(s) of the processing facilities or MRFs where material collected from the City will be delivered and/or processed (Form E-1).
- Completed price worksheet(s) (Attachment D), including proposed price per RDU per month and MUD per month.
- Statement as to any litigation in the past five years within the State of Minnesota and the current status of that litigation.
- Statement of the end use of the glass collected from the City of Falcon Heights.

Provide descriptions of the following:

- Proposed single-stream collection, processing and public education services for:
 - Single-family dwellings (RDU's) receiving "curbside recycling service" every week;
 - Multiple unit dwellings (MUD's) receiving "curbside recycling service" or "MUD collection service."
- Experience in providing recycling collection services at community events for other municipalities. If proposal includes the option of providing recycling and organics collection opportunities at the Falcon Heights community events listed in Section 7, please indicate any potential costs associated with providing such service.

Proposal Content Checklist (continued)

- Contractor–sub-contractor relationships, if applicable.
- Average residual rates from Proposer’s processing.
- Proposer’s plans to minimize the amount of residuals from the processing of the City’s recyclable materials.
- Proposer’s current use of low-sulfur diesel fuel, biodiesel, or natural gas and its current use of particulate filters for its fleet; a timetable for converting fleet to using alternative fuels and installing air pollution reduction technology; and/or a list of other quantitative steps taken to reduce air pollution.
- Proposer’s current efforts and future plans to reduce greenhouse gas emissions (from collection operations, processing operations, transporting materials to market, etc.) as well as any environmentally sustainable initiatives that are currently a part of your company’s business operations or are planned for the future.

Optional

- List of additional materials proposed to be collected for recycling from RDU and MUD units such as textiles, additional plastics, scrap metal, etc. Vendor must provide explanation/documentation that these materials will be recycled and the end markets are sustainable.
- Specify additional public education that the Proposer is able to provide the City beyond the RFP requirements (e.g., more than once per year, additional languages, target specific neighborhoods, etc.).
- Specify other public education tools that the Contractor could provide in cooperation and coordination with MUD building owners (e.g., posters, signage, etc.).
- Describe innovative approaches to increase recycling rates, promote reuse and waste reduction, and other sustainability efforts.

SINGLE STREAM RECYCLING COLLECTION AGREEMENT

AGREEMENT dated_____, 2015, by and between the CITY OF FALCON HEIGHTS, a Minnesota municipal corporation (“City”), and _____, a Minnesota Limited Liability Company (the “Contractor”).

RECITALS

- A. The Contractor desires to provide single stream recycling collection service to residents of the City of Falcon Heights.
- B. The City desires to provide these services for the health, safety, and welfare of its residents.

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

1. **CONTRACT DOCUMENTS.** The following documents shall be referred to as the “Contract Documents” all of which shall be taken together as a whole as the contract between the parties as if they were set verbatim and in full herein:
 - A. This Agreement
 - B. Request For Proposals (RFP) for Recycling Services August 3, 2015
 - C. _____ LLC Proposal for the City of Falcon Heights, MN for Recycling Collection Services including Appendix A-K, inclusive.

In the event of a conflict among the provisions of the Contract Documents, the order in which they are listed above shall control in resolving any such conflicts with Contract Document “A” having the first priority and Contract Document “C” having last priority.

2. **OBLIGATIONS OF THE CONTRACTOR.** The Contractor shall provide the goods, services, and perform the work in accordance with the Contract Documents.
3. **DEFINITIONS.**
 - A. City Facility: Means City Hall
 - B. Missed Collection: The failure of the Contractor to provide recycling collection service to a RDU, MUD, the City Facility, or designated Community Event

during collection hours on the scheduled collection day.

- C. Multi-Unit Dwelling (MUD): A building containing more than four (4) dwelling units.
- D. Recyclable Materials or Recyclables: All items of refuse designated by the Ramsey County Environmental Services to be part of an authorized recycling program and which are intended for transportation, processing, and re-manufacturing or reuse and include the following:
1. **Textiles:**
 - a. Clothes
 - b. Shoes and Boots
 2. **Paper and Corrugate:**
 - a. Egg Cartons, Milk Cartons
 - b. Corrugated Cardboard – (No collapsing of cardboard will be required)
 - c. News and Office Papers
 - d. Magazines, Junk Mail and Paper Food Boxes
 - e. Coated Magazines and Catalogs
 - f. Phone Books, Paper Backs, TV Guides, Comic Books, Readers Digest Covers, Flyer, and Brown Paper
 - g. The 4 C's: Cereal, Cake Mix, Chip, and Cracker Boxes
 3. **Plastic #1 through #7**
 4. **Glass:**
 - a. All Food, Beverage, and Jam Glass Bottles (Clear, Brown, and Green)
 5. **Metals:**
 - a. Scrap Metal in Household Quantities (Silverware, Hangers, Pots, Pans, etc.)
 - b. All Food and Beverage cans and other cans that are Steel (Tin, Aluminum, Bi-metal)
 6. **Other:**
 - a. Other materials as agreed upon by the City and Contractor
- E. Residential Dwelling Unit (RDU): A building containing up to (4) dwelling units.
- F. Single Stream Recycling Collection Service: Residents will be instructed to comingle all recyclable materials in one container that will be picked up weekly by Contractor. Contractor will pick up all recyclable materials placed in and next to recycling containers.

4. CONTRACTOR'S COLLECTION REQUIREMENTS.

- A. Recycling Collection Program. The Contractor shall collect recyclable materials from all residential dwelling units, multi-unit dwellings, and the City Facility weekly using a single stream collection service.
- B. Multi-Unit Dwelling (MUD) Collection Requirements. In addition to the other requirements set forth herein applicable to all recycling, the following additional collection requirements are for MUD Recycling Services only and do not pertain to residential dwelling unit Collection services.
1. **MUD Recycling Stations.** MUD Recycling Stations will be specified with agreement of the MUD building owner and the Contractor on a case-by-case basis. MUD Recycling Stations will likely be a cluster of recycling carts and/or recycling dumpsters. The number and location of MUD Recycling Stations shall be adequate so as to be reasonably convenient and accessible to all MUD residents. MUD Recycling Stations shall be located on the MUD premises which permits access to the MUD Recycling Containers for Collection purposes but which does not obstruct pedestrian or vehicular traffic and shall comply with the City's Zoning Code and other ordinances.
 2. **MUD Service Standards.** MUD recyclables collection services shall be available on the premises and shall be provided on a regularly scheduled basis of at least once per week. The collection schedule and recycling containers' capacity shall provide for regular removal of the recyclables such that there is adequate storage capacity available in the recycling containers to avoid overflowing containers.
 3. **MUD Recycling Container Requirements.** The recycling containers shall be:
 - a. Sufficient in number and size to meet the demands for recycling services create by the occupants.
 - b. Equipped with hinged lids.
 - c. Equipped with standardized labels identifying the type of recyclable material to be deposited in each container.
 - d. Colored differently from other containers used for garbage collection.
 - e. Maintained in proper operating condition and reasonably clean and sanitary.
 - f. Repaired or replaced on a reasonable schedule if stolen or broken.
- C. Recycling and Trash Collection at City Hall. The Contractor will provide dumpster service for trash and recycling at City Hall located at 2077 W. Larpenteur Ave.

- D. Collection Hours and Days. Collections must begin no sooner than 7 a.m. and shall be complete by 7 p.m. on scheduled collection days. The Contractor may request City authorization of exceptions to these time restrictions. The Contractor must request such exception for the City's Designated Contact Person via telephone or email, prior to the requested Collection event and specify the date, time, and reason for the exception.
- E. Holidays. Collection of recycling materials is prohibited on holidays. Holidays refers to any of the following: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and any other holiday mutually agreed to by the City and the Contractor. In no instance will there be more than one holiday during a Collection week. When the scheduled collection day falls on a holiday, collection for that day will be collected one day later. The Contractor shall publish a yearly calendar including alternate Collection days, with assistance from the City.
- F. Weighing of Loads and Reporting Requirements. The Contractor will keep accurate records consisting of an approved weight slip with the date, time, collection route driver's identification, vehicle number, rate and gross weight, net weight and number of route stops for each loaded vehicle. A detailed monthly report shall be provided to the City that identifies total tonnage activity by commodity. This report should include all curbside and municipal recycling activity.
- G. Recycle Cart Purchase and Delivery. The Contractor agrees to, at its expense to deliver, service, repair, and maintain sufficient cart inventory to meet supply and demand needs for the City of Falcon Heights recycling.
1. The Contractor shall initially deliver one 65-gallon and 90-gallon carts available for delivery and switch-out with the 65-gallon carts per resident/customer request. The standard 65-gallon cart shall be approximately 26" x 26" x 41" in dimension, and approved instruction label imbedded into each lid, so as to be easily identified by the resident/customer and the Contractor driver as the container for recyclable materials.
 2. The Contract shall provide for use for multiple family dwellings (MUD) and the City Facility, suitable carts, bins, dumpsters or other receptacle for temporary storage and aggregation of designated recyclables. Such recycling containers must be separate, explicitly labeled as to recyclables included, and colored differently from other containers for mixed solid waste or trash.
- H. Recycling Cart Maintenance/Replacement. The driver is required to report to the Contractor the location of any cart that is damaged. The Contractor is required to notify the Recycling Coordinator by fax/email of any driver report of cart damage. The Recycling Coordinator will notify the Contractor by fax/email of any cart damage or request for change of cart size that is reported

requested by customers/residents. Any damaged cart or cart request will be repaired or replaced by the Contractor within two (2) weeks of the report.

- I. Point of Collection. Most residential recycling collection will occur at the same location from where the regular refuse is collected, generally the alleys where they exist and street curbside in other areas. Carts shall be placed with the handle toward the house and lid opening toward the street or alley. The driver is required to place the emptied cart back/down in the same location as set by resident.
- J. Ownership of Recyclable Materials. All recyclable materials for collection shall remain the responsibility and in the ownership of the occupant of the resident or municipal location until handled for collection by the Contractor. At the point of collection the recyclable materials become the property of the Contractor. Any person or persons taking recyclable materials from a curbside container without explicit permission of the resident or municipality will be in violation of local ordinance and subject to penalty. The Contractor shall report to the Recycling Coordinator any instances of suspected scavenging or unauthorized removal of recyclable materials from any collection container.
- K. Route Management and Customer Service. The Contractor shall, at all times, provide the City's Recycling Coordinator with a lead route/driver supervisor who is accessible to the Contractor dispatch department via two way communications and to the Recycling Coordinator to handle route and collection issues in a timely fashion. The Contractor shall have on duty Monday through Friday from 8:00a.m.to 4:30p.m. a dispatch customer service representative to receive customer calls and route issues. The Contractor shall provide a 24 hour answering service line or device to receive customer calls. The Route Supervisor and all collection vehicles must be equipped with 2-way communication devices.
- L. Procedure for Unacceptable Materials;
Materials Outside Cart and Unreachable Carts. If the Contractor determines that a resident has set out unacceptable recyclable materials, left recyclable materials outside of the cart, or has positioned the cart so that it is unreachable with the mechanical arm, the Contractor shall use the following procedures:
1. The Contractor shall collect all the recyclable materials and leaving an "education tag" provided by the Contractor attached to the handle of the recycling container indicating acceptable materials, the proper method of preparation and the proper placement of the cart.
 2. The driver shall record the address and report the addresses to the Contractor dispatcher, who will notify the City's Recycling Coordinator of the addresses no later than noon the following day.
- M. Procedure for Complaints-Questions-Missed Collections. A complaint of services or missed collection is a complaint received by the Contractor from

either the customer or the Administration Office. If the report is for a missed stop and is received by the Contractor before 11:00 a.m. on a scheduled working day, the Contractor is required to return to the complaint address and complete the collection. If the report is registered after 11:00 a.m. on a scheduled work day, the Contractor is required to return to the complaint address by 12:00 noon the following work day.

- N. Clean up Responsibilities. The Contractor shall adequately clean up any recyclable materials spilled or blown during the course of collection and/or hauling operations. All collection vehicles shall be equipped with at least one broom and one shovel for use in cleaning up material spillage. The Contractor shall have no responsibility to remove or clean up any items which are not recyclable materials.
- O. Non-Completion of Collection and Extension of Collection Hours. The Contractor shall inform the City of the areas not completed, the reason for non-completion, and the expected time of completion.
- P. Vehicle Requirements.
1. The Contractor must obtain all pertinent licenses from the Federal, State and County and City governments. An annual report/update on licensing shall be submitted. The Contractor shall provide proof of current licensing and current MnDOT vehicle inspection reports upon request by the City, and on an annual basis.
 2. All vehicles must be maintained in proper working condition and available for inspection by the City or County. The Contractor shall supply the City with copies of annual inspections on all vehicles per MnDOT requirements.
 3. Vehicles should be equipped with a two-way radio or phone, warning flashers and signs, backup alarms, a first aid kit and a broom and shovel for spills, and the contractor's name and phone number prominently displayed on both sides of the vehicle.
 4. Recycling vehicles must be designated for recyclables collection only. All such vehicles must be clearly signed on both sides as recycling collection vehicles.
 5. Vehicles must be kept in good operating condition, comply with all State inspection requirements, and be kept neat in appearance. Generally this shall mean washed and painted regularly.
 6. In the event that a vehicle other than the type specified in the proposal is to be used, the contractor is required to notify the City as soon as possible prior to collection.
- Q. Collection Vehicle Equipment Requirements. Each collection vehicle shall be equipped with the following:
1. A two way communication system.
 2. A first aid kit.
 3. An approved 2A10BC dry chemical fire extinguisher.
 4. Warning flashers.
 5. Overhead strobe light.

6. "Reverse" audio warning alarm to indicate movement in reverse.
7. Signs on the rear of the vehicle which state "This Vehicle Makes Frequent Stops."
8. A rear mounted video camera and cab monitor/screen to view operations occurring at the rear of the vehicle.
9. Hazard flares and cones.
10. A broom and a shovel for cleaning up spills.
11. "Absorb" pillows or dry product adequate to absorb/contain any oil/liquid spill from collection vehicle.

All required equipment must be in proper working order at all times. All vehicles must be maintained in proper working order and be clean and free from odor as much as possible. All collection vehicles shall be uniformly painted and the paint shall be in good condition. The Contractor's name shall be clearly visible from all sides of the vehicle, along with the Contractor's phone number, the Recycling symbol, and the vehicle ID number.

- R. Driver Duties and Responsibilities. The Contractor shall be responsible for ensuring that there is sufficient personnel and equipment to fulfill the requirements and specifications of this contract, and that all personnel are trained both in program operations and in customer service and insure that all personnel maintain a positive attitude with the public and in the work place and shall:
1. Conduct themselves at all times in a courteous manner and use no abusive or foul language.
 2. Be clean and presentable in appearance, as so far as possible.
 3. Wear a uniform and employee identification badge or name tag.
 4. Drive in a safe and considerate manner.
 5. Manage carts in a careful manner, setting them back in place so as to avoid spillage and littering or damage to container.
 6. Perform their work in a neat and quiet manner, monitor for any spillage and be responsible for cleaning up any litter or breakage spilled in collection and hauling operations.
 7. Record all addresses that could not be collected and reasons, turn list into dispatch at end of each collection day and copies sent to Recycling Coordinator.
 8. Collect and transport recyclable materials according to all existing laws and ordinances, and future amendments thereto, of the State of Minnesota and local governing bodies. Report all damage to property.
5. **CONTRACT LENGTH.** This contract shall commence January 1, 2016 and shall be for three (3) years ending December 31, 2018. By mutual written agreement of the Parties this Agreement may be extended for a period not to exceed two years subject to such amendments as the parties may agree upon.
6. **RATE.** The City will pay the Contractor and the Contractor will accept as payment for all services and goods rendered under the Contract Documents \$____per

- residential dwelling unit and multi-unit dwelling unit per month. There shall be no charge for the City Facility collection. The rate is not subject to annual adjustments.
7. **PAYMENT.** The City will pay the contractor within thirty (30) of receipts of a properly itemized invoice.
 8. **PROMPT PAYMENT TO SUBCONTRACTORS.** Pursuant to Minn. Stat. § 471.25, Subd.4a, the Contractor must pay any subcontractor within ten (10) days of the Contractor's receipt of payment from the City for undisputed services provided by the subcontractor. The Contractor must pay interest of 1 1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100.00 or more is \$10.00. For any unpaid balance of less than \$100.00, the Contractor shall pay the actual penalty due to the subcontractor.
 9. **PENALTY CLAUSE.** The Contractor shall agree, in addition to any other remedies available to the City, the City may withhold payment from the Contractor in the amounts specified below as liquidated damages for failure of the Contractor to fulfill its obligations:
 1. Failure to respond to legitimate service complaints within 24 hours in a reasonable and professional manner - \$50 per incident.
 2. Failure to collect properly notified missed Collections - \$250 per incident.
 3. Failure to provide monthly and annual reports - \$100 per incident.
 4. Failure to complete the Collections within the specified timeframes without proper notice to the City - \$100 per incident.
 5. Failure to clean up from spills during Collection operations - \$250 per incident.
 6. Failure to report on changes in location of recyclable materials Processing operations - \$250 per incident.
 7. Failure to provide written description of the means to estimate relative amount of Process Residuals derived from the City's recyclables - \$100 per incident.
 8. Failure to receive City written approval of changes to the Collection and Processing systems prior to implementing any such change - \$5,000.
 9. Failure to conduct and report results of the annual composition analysis - \$100 per incident.

These designated amounts for non-performance do not represent penalties.

10. **DEFAULT.** Any of the following occurrences, conditions, or acts shall be deemed a "Default" under this Agreement:
 - A. If either party fails to observe or perform its obligations under this Agreement and does not cure such failure within ten (10) days from its receipt of written notice of breach without, however, limiting any other rights available to parties pursuant to any other provisions of this Agreement.
 - B. Except as expressly limited hereby, City and Contractor shall have such

remedies for the default of the other party hereto as may be provided at law or equity following written notice of such default and failure to cure the same within ten (10) days.

- 11. TERMINATION.** Except as otherwise provided herein, this Agreement may be terminated without any penalty or further liability as follows:
- A. Upon ten (10) days written notice in the event of a default (as defined above);
 - B. Upon ninety (90) days written notice by Contractor, if Contractor is unable to obtain or maintain any license, permit or other governmental approval necessary to the operation of the Contractor's business;
 - C. Upon ninety (90) days written notice by City if it determines that Contractor has failed to comply with applicable ordinances, or state or federal law, or any conditions attached to governmental approvals granted thereunder, after a public hearing before the City's Council.
- 12. TAXES.** Contractor shall pay any taxes, of any nature, due, owing or levied in association with its services pursuant to this Agreement.
- 13. INSURANCE.** Insurance secured by the Contractor shall be issued by insurance companies acceptable to the City and admitted in Minnesota. The Contractor shall maintain insurance in the amounts shown below during the entire term of the project. The City shall be named as an additional insured on a primary and non-contributory basis on the comprehensive general liability policy and certificates of said insurance shall be provided to the City before any work on this project may commence. The Contractor shall not allow any subcontractor to commence work until all insurance has been obtained and copies have been filed and accepted by the City. All policies shall provide that the coverage may not be terminated or changed by the insurer except upon 30 days written notice to the City Administrator.

None of the insurance policies shall contain any provisions for exclusions from liability other than those provisions for exclusion from liability which form part of the standard basic unamended and unendorsed form of a policy, except that no exclusion shall be permitted if it conflicts with a coverage expressly required in this Agreement, and in addition, no policy shall contain any exclusion from bodily injury to, or sickness, disease, or death of any coverage under the contractual liability endorsement of the liability of the Contractor under this Agreement.

The Contractor and its sub-contractors shall secure and maintain the following insurance:

Workers Compensation Insurance

Workers Compensation insurance shall meet the statutory obligations with Coverage B- Employers Liability limits of at least \$100,000 each accident, \$500,000 disease - policy limit and \$100,000 disease each employee.

Commercial General Liability Insurance

Commercial General Liability insurance shall be at the limits of at least \$2,000,000 general aggregate, \$2,000,000 personal and advertising injury, \$2,000,000 each occurrence, \$50,000 fire damage and \$1,000 medical expense any one person. The policy shall be on an "occurrence" basis, shall include contractual liability coverage and the City shall be named an additional insured. This insurance shall include up to \$10,000 expenses to extract pollutants from land or water at the "premises" if the discharge, dispersal, seepage, migration, release, escape or emission of the pollutants is caused by or results from a covered cause of loss.

Commercial Automobile Liability Insurance

Commercial Automobile Liability insurance covering all owned, non-owned and hired automobiles with limits of at least \$1,000,000 per accident. This insurance shall include a cause of loss where there is a spill of fuels and lubricants used in the vehicle for its operation.

Environmental Liability Insurance

The Contractor agrees that they shall obtain and maintain environmental liability insurance in compliance with local, state and federal regulations for all matters related to in this recycling services agreement. Contractor shall add the City as an additional insured under said insurance policy(s). The policy coverage shall include Environmental Impairment Liability. Contractor shall provide the City with appropriate documentation of said environmental liability insurance for verification upon written request from the City. The Contractor further indemnifies the City, its employees, agents and licensees from all liability related to hazardous contamination/pollution resulting from the acts of the Contractor, its employees or agents.

14. **PERFORMANCE AND PAYMENT BOND.** Within fifteen (15) calendar days after the execution of this agreement and before any work or services are rendered, the Contractor shall furnish the City a performance bond and a payment bond, pursuant to Minnesota Statutes §574.26, each in the amount of \$150,000.00.
15. **INDEMNIFICATION.** Contractor agrees to defend, indemnify and hold harmless City and its elected officials, officers, employees, agents, and representatives, from and against any and all claims, costs, losses, expenses, demands, actions, or causes of action, including reasonable attorneys' fees and other costs and expenses of litigation, which may be asserted against or incurred by City or for which City may be liable in the performance of this Agreement, except those which arise solely from the negligence, willful misconduct, or other fault of City. Contractor shall defend the City against all claims arising out of the performance of this Agreement.
16. **NOTICES.** All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified

mail, return receipt requested, or sent by overnight carrier to the following addresses:

If to City, to: City of Falcon Heights
 2077 Larpenteur Avenue
 Falcon Heights, MN 55113
 (651) 792-7600

If to Contractor, to:

- 17. SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.
- 18. MISCELLANEOUS.**
- A. If the City is a prevailing party in any litigation arising hereunder the City shall be entitled to its reasonable attorneys' fees and court costs, including appeals, if any.
 - B. This Agreement constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to this Agreement must be in writing and executed by both parties.
 - C. This Agreement shall be construed in accordance with the laws of the State of Minnesota. Venue of any action shall be in the Ramsey County.
 - D. If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall remain in full force and effect.
 - E. Nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the Contractor as the agent, representative or employee of the City for any purpose or in any manner whatsoever. The Contractor is to be and shall remain an independent contractor with respect to all services performed under this contract. Any and all personnel of the Contractor or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against the Contractor, its officers, agents, contractors or employees shall in no way be the responsibility of the City; and the Contractor shall defend, indemnify and hold the City, its officers, agents and employees harmless from any and all such claims regardless of any determination of any pertinent tribunal, agency, board, commission or court. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the City, including, without limitation, tenure rights, medical and hospital care, sick and

vacation leave, Workers' Compensation, Unemployment Compensation, disability, severance pay and PERA.

- F. Neither party shall assign the executed contract, or any interest arising therein, without the written consent of the other party.
- G. No claim for services furnished by the Contractor not specifically provided for herein shall be honored by the City. This includes but is not limited to the cost to transfer materials collected to a disposal site.
- H. Data Practices. Contractor their officers, agents, owners, partners, employees, volunteers and subcontractors shall abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 (MGDPA), and all other applicable state and federal laws, rules, regulations and orders relating to data privacy or confidentiality, and as any of the same may be amended. If Contractor creates, collects, receives, stores, use, maintains or disseminates data because it performs functions of the City pursuant to this Agreement, then Contractor must comply with the requirements of the MGDPA as if it was a government entity, and may be held liable under the MGDPA for noncompliance. Contractor agrees to defend, indemnify and hold harmless the City, its officials, officers, agents, employees, and volunteers from any claims resulting from Contractor's officers', agents', owners', partners', employees', volunteers', assignees' or subcontractors' unlawful disclosure and/or use of such protected data, or other noncompliance with the requirements of this section. Contractor agrees to promptly notify the City if it becomes aware of any potential claims, or facts giving rise to such, under the MGDPA. The terms of this section shall survive the cancellation or termination of this Agreement.

SIGNED BY THE PARTIES ON THE EXECUTION DATE SPECIFIED ON PAGE 1.



The City That Soars!

REQUEST FOR COUNCIL ACTION

Meeting Date	June 24, 2015
Agenda Item	Policy G3
Attachment	Ordinance 15-02
Submitted By	Sack Thongvanh, City Administrator

Item	Interim Ordinance Temporarily Prohibiting the Issuance of Conditional Use Permits to Exceed Height Limitations
Description	City staff has received a number of requests to exceed height limitations that would conflict with current City Code.
Budget Impact	N/A
Attachment(s)	<ul style="list-style-type: none"> • Ordinance 15-02 Establishing an Interim Ordinance Temporary Prohibiting the Issuance of Conditional Use Permits to Exceed Height Limitations
Action(s) Requested	Staff would recommend approval of Ordinance 15-02 Establishing an Interim Ordinance Temporary Prohibiting the Issuance of Conditional Use Permits to Exceed Height Limitations.

CITY OF FALCON HEIGHTS
RAMSEY COUNTY, MINNESOTA

ORDINANCE NO. 15-02

**ESTABLISHING AN INTERIM ORDINANCE TEMPORARILY
PROHIBITING THE ISSUANCE OF CONDITIONAL USE PERMITS
TO EXCEED HEIGHT LIMITATIONS**

THE CITY COUNCIL OF FALCON HEIGHTS ORDAINS:

SECTION 1. INTENT: It is the intent of this ordinance to allow the City of Falcon Heights time to complete an in-depth study concerning changes in official controls for height limitations, and in the interim to protect the planning process and the health, safety, and welfare of the citizens of the community.

SECTION 2. TEMPORARY PROHIBITION: Pending the completion of the above referenced study and the adoption of appropriate official controls, no conditional use permits shall be processed or approved and no application for such approvals shall be accepted for conditional use permits to exceed the height limitations set forth in Chapter 113.

SECTION 3. EFFECTIVE DATE: This ordinance shall take effect from and after its passage and shall remain in effect until the date of the adoption of the official controls contemplated hereunder or for one year from the date of the enactment of this ordinance whichever occurs first.

Adopted by the City Council of Falcon Heights, Minnesota, this 24th day of June, 2015.

Moved by:

Approved by: _____
Peter Lindstrom
Mayor

LINDSTROM _____ In Favor
BROWN THUNDER _____
HARRIS _____ Against
LONG _____
MERCER-TAYLOR _____

Attested by: _____
Sack Thongvanh
City Administrator



The City That Soars!

REQUEST FOR COUNCIL ACTION

Meeting Date	June 24, 2015
Agenda Item	Policy G4
Attachment	Resolution 15-18 & Declaration of Official Intent
Submitted By	Sack Thongvanh, City Administrator

Item	Reimbursement Resolution 2015
Description	The City from time to time will borrow from other funds to finance projects with the intent to reimburse those funds once the City issues a bond. The reasoning for this approach is to minimize the cost of issuing multiple bonds and to attract competitive bids for interest rates.
Budget Impact	The purpose is to allow the City to reimburse ourselves, minimize issuing bonds and attract better interest rates to reduce overall cost to the City.
Attachment(s)	<ul style="list-style-type: none"> • Resolution 15-18 Establishing Procedures Relating to Compliance with Reimbursement Bond Regulations Under the Internal Revenue Code • Exhibit A -Declaration of Official Intent
Action(s) Requested	Staff would recommend approval of Resolution 15-18 Establishing Procedures Relating to Compliance with Reimbursement Bond Regulations Under the Internal Revenue Code.

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**CITY OF FALCON HEIGHTS
COUNCIL RESOLUTION**

June 24, 2015

No. 15-18

**RESOLUTION ESTABLISHING PROCEDURES RELATING TO COMPLIANCE
WITH REIMBURSEMENT BOND REGULATIONS UNDER THE INTERNAL
REVENUE CODE**

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

1. Recitals.

- a) The Internal Revenue Service has issued Treasury Regulations, Section 1.150-2 (as the same may be amended or supplemented, the “Regulations”), dealing with “reimbursement bond” proceeds of the City’s bonds used to reimburse the City for any project expenditure paid by the City prior to the time of the issuance of those bonds.
- b) The Regulations generally require that the City make a declaration of intent to reimburse itself for such prior expenditures out of the proceeds of subsequently issued bonds, that such declaration be made not later than 60 days after the expenditure is actually paid, and that the bonding occur and the written reimbursement allocation be made from the proceeds of such bonds within 18 months after the later of (1) the date of payment of the expenditure or (2) the date the project is placed in service (but in no event more than 3 years after actual payment).
- c) The City heretofore implemented procedures for compliance with the predecessor versions of the Regulations and desires to amend and supplement those procedures to ensure compliance with the Regulations.
- d) The City’s bond counsel has advised the City that the Regulations do not apply, and hence the provisions of this regulation are intended to have no application to payments of the City project costs first made by the City out of the proceeds of bonds issued prior to the date of such payments.

2. Official Intent Declaration.

The Regulations, in the situations in which they apply, require the City to have declared an official intent (the "Declaration") to reimburse itself for previously paid project expenditures out of the proceeds of subsequently issued bonds. The Council hereby authorizes the City Administrator to make the City's Declarations or to delegate from time to time that responsibility to other appropriate City employees. Each Declaration shall comply with the requirements of the Regulations, including without limitation the following:

- a) Each Declaration shall be made not later than 60 days after payment of the applicable project cost and shall state that the City reasonably expects to reimburse itself for the expenditure out of the proceeds of a bond issue or similar borrowing. Each Declaration may be made substantially in the form of the Exhibit A which is attached to and made a part of this Resolution, or in any other format which may at the time comply with the Regulations.
- b) Each Declaration shall (1) contain a reasonably accurate description of the "project," as defined in the Regulations (which may include the property or program to be financed, as applicable), to which the expenditure relates and (2) state the maximum principal amount of bonding expected to be issued for that project.
- c) Care shall be taken so that the City, or its authorized representatives under this Resolution, not to make Declarations in cases where the City does not reasonably expect to issue reimbursement bonds to finance the subject project costs, and the City officials are hereby authorized to consult with bond counsel to the City concerning the requirements of the Regulations and their application in particular circumstances.
- d) The Council shall be advised from time to time on the desirability and timing of the issuance of reimbursement bonds relating to project expenditures for which the City has made Declarations.

3. Reimbursement Allocations.

The designed City officials shall also be responsible for making the "reimbursement allocations" described in the Regulations, being generally written allocations that evidence the City's use of the applicable bond proceeds to reimburse the original expenditures.

- 4. Effects. This Resolution shall amend and supplement all prior resolutions and/or procedures adopted by the City for compliance with the Regulations (or their predecessor versions), and, henceforth, in the event of any inconsistency, the provisions of this Resolution shall apply and govern.

Adopted by the City Council of Falcon Heights, Minnesota, this 24th day of June, 2015.

Moved by:

Approved by: _____
Peter Lindstrom
Mayor

LINDSTROM _____ In Favor
BROWN THUNDER _____
HARRIS _____ Against
LONG _____
MERCER-TAYLOR _____

Attested by: _____
Sack Thongvanh
City Administrator

EXHIBIT A

Declaration of Official Intent

The undersigned, being the duly appointed and acting City Administrator of the City of Falcon Heights, Minnesota (the "City"), pursuant to and for purposes of compliance with Treasury Regulations, Section 1.150-2 (the "Regulations"), under the Internal Revenue Code of 1986, as amended, hereby states and certifies on behalf of the City as follows:

1. The undersigned has been and is on the date hereof duly authorized by the City Council to make and execute this Declaration of Official Intent (the "Declaration") for and on behalf of the City.

2. This Declaration relates to the following project, property or program (the "Project") and the costs thereof to be financed:

3. The City reasonably expects to reimburse itself for the payment of certain costs of the Project out of the proceeds of a bond issue or similar borrowing (the "Bonds") to be issued by the City after the date of payment of such costs. As of the date hereof, the City reasonably expects that \$ _____ is the maximum principal amount of the Bonds which will be issued to finance the Project.

4. Each expenditure to be reimbursed from the Bonds is or will be a capital expenditure or a cost of issuance, or any of the other types of expenditures described in Section 1.150-2(d)(3) of the Regulations.

5. As of the date hereof, the statements and expectations contained in this Declaration are believed to be reasonable and accurate.

Date: _____

City Administrator
City of Falcon Heights, Minnesota

CERTIFICATION

The undersigned, being the duly qualified and acting City Administrator of the City of Falcon Heights, Minnesota, hereby certifies the following:

The foregoing is a true and correct copy of a Resolution on file and of official, publicly available record in the offices of the City, which Resolution relates to procedures of the City for compliance with certain IRS Regulations on reimbursement bonds. Said Resolution was duly adopted by the governing body of the City (the "Council") at a regular or special meeting of the Council held on _____, _____. Said meeting was duly called, regularly held, open to the public, and held at the place at which meetings of the Council are regularly held. Council Member _____ moved the adoption of the Resolution, which motion was seconded by Council Member _____. A vote being taken on the motion, the following members of the Council voted in favor of the motion to adopt the Resolution:

and the following voted against the same:

Whereupon said Resolution was declared duly passed and adopted. The Resolution is in full force and effect and no action has been taken by the Council which would in any way alter or amend the Resolution.

WITNESS MY HAND officially as the City Administrator of the City of Falcon Heights, Minnesota, this ____ day of _____, _____.

City Administrator
City of Falcon Heights, Minnesota