#### CITY OF FALCON HEIGHTS

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

#### **AGENDA**

January 13, 2016 at 7:00 P.M.

| A. | CALL TO ORDER:  |
|----|---|
| В. | ROLL CALL: LINDSTROM HARRIS BROWN THUNDER FISCHER GUSTAFSON   |
|    | STAFF PRESENT: THONGVANH  |
| C. | PRESENTATIONS: 1. Oath of Office  |
| D. | <ul><li>APPROVAL OF MINUTES:</li><li>1. December 9, 2015 City Council Meeting Minutes</li><li>2. December 21, 2015 Special City Council Meeting Minutes</li></ul> |

F. CONSENT AGENDA:

PUBLIC HEARINGS:

E.

- 1. General Disbursements through: 1/06/16 \$437,333.13 Payroll through: 12/31/15 \$35,303.40
- 2. Approval of City License(s)
- 3. Designating Official Depositories for 2016
- 4. Review Elected Official Out-of-State Travel Policy
- 5. Review and Adopt Council Standing Rules
- 6. Council/City Commission Liaison Assignments
- 7. Appoint Acting Mayor
- 8. Commission Reappointments
- 9. Mile Reimbursement Rate for 2016
- 10. Approval of the 2016 NYFS Cooperative Service Agreement
- 11. 2016 Greater Housing Cooperative Service Agreement
- 12. Capitol Region Watershed District Curtiss Field Improvement Project Final Payment
- 13. Hardrives-Final Pay Request
- G: POLICY ITEMS:
  - 1. Snow Removal Fee

- H. INFORMATION/ANNOUNCEMENTS:
- I. COMMUNITY FORUM:
- J. ADJOURNMENT:



# REQUEST FOR COUNCIL ACTION

| Meeting Date | January 13, 2016                   |
|--------------|------------------------------------|
| Agenda Item  | Presentation C1                    |
| Attachment   | Oath of Office                     |
| Submitted By | Sack Thongvanh, City Administrator |

| Item                   | Oath of Office  |
|------------------------|---|
| Description            | The oath of office is required before any elected official exercise any of their powers. The three elected are as follow:   |
|                        | Peter Lindstrom - Mayor   |
|                        | Joe Brown Thunder – Council Member<br>Randy Gustafson – Council Member  |
|                        | Tony Fischer – Council Member   |
|                        | Option #1  "I, (name), do solemnly swear to support the Constitution of the United States, the Constitution of the State of Minnesota, and to discharge faithfully the duties of the office of (Mayor/Council Member) of the office of Falcon Height, Minnesota, to the best of my judgement and ability, so help me God."                                |
|                        | Option #2  "I, (name), do solemnly affirm to support the Constitution of the United States, the Constitution of the State of Minnesota, and to discharge faithfully the duties of the office of (Mayor/Council Member) of the office of Falcon Height, Minnesota, to the best of my judgement and ability, and this I do under the penalties of perjury." |
| <b>Budget Impact</b>   | N/A   |
| Attachment(s)          | Oath of Office  |
| Action(s)<br>Requested | N/A   |

Families, Fields and Fair

2077 W. Larpenteur Avenue Falcon Heights, MN 55113-5594

email: mail@falconheights.org website: www.falconheights.org

The City That Soars!

Phone - (651) 792-7600 Fax - (651) 792-7610

## Oath of Office

"I, Peter Lindstrom, do solemnly swear to support the Constitution of the United States, the Constitution of the State of Minnesota, and to discharge faithfully the duties of the office of Mayor of the City of Falcon Heights, Minnesota, to the best of my judgement and ability, so help me God."

| Peter Lin | dstrom, Mayor                      |
|-----------|------------------------------------|
|           |                                    |
| ATTEST:   |                                    |
| ATTEST.   | Sack Thongvanh, City Administrator |

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## Oath of Office

"I, Joe Brown Thunder, do solemnly swear to support the Constitution of the United States, the Constitution of the State of Minnesota, and to discharge faithfully the duties of the office of Council Member of the City of Falcon Heights, Minnesota, to the best of my judgement and ability, so help me God."

| Joe Brow | n Thunder, Council Member          |
|----------|------------------------------------|
|          |                                    |
| ATTEST:  |                                    |
|          | Sack Thongvanh, City Administrator |

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## Oath of Office

"I, Randy Gustafson, do solemnly swear to support the Constitution of the United States, the Constitution of the State of Minnesota, and to discharge faithfully the duties of the office of Council Member of the City of Falcon Heights, Minnesota, to the best of my judgement and ability, so help me God."

| Randy Gustafson, Council Member    |
|------------------------------------|
| ATTEST:                            |
| Sack Thongvanh, City Administrator |

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email: mail@falconheights.org website: www.falconheights.org

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## Oath of Office

"I, Tony Fischer, do solemnly swear to support the Constitution of the United States, the Constitution of the State of Minnesota, and to discharge faithfully the duties of the office of Council Member of the City of Falcon Heights, Minnesota, to the best of my judgement and ability, so help me God."

| Tony Fischer, Council Member       |   |
|------------------------------------|---|
| ATTEST:                            | _ |
| Sack Thongvanh, City Administrator | • |

#### CITY OF FALCON HEIGHTS

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

#### **MINUTES**

December 9, 2015 at 7:00 P.M.

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

STAFF PRESENT: THONGVANH\_X\_

- C. PRESENTATIONS:
- D. APPROVAL OF MINUTES:
  - October 28th, 2015 City Council Meeting Minutes
     November 10th, 2015 Canvass Board Meeting Minutes
     November 18th, 2015 City Council Meeting Minutes
     Approved
     Approved
- E. PUBLIC HEARINGS:
  - 1. 2015 Truth in Taxation and Budget Presentation
    - The overall levy has increased by \$299,109 since 2004. Police and dispatching services have increased \$235,146 since 2004, an average of \$19,595 per year. The median value home for 2016 is \$247,700, equating to a \$45 increase in property taxes. 51% of Falcon Heights properties have a decrease or zero percent increase in property taxes from 2015 to 2016.
- F. CONSENT AGENDA:
  - 1. General Disbursements through: 12/02/15 \$129,897.81 Payroll through: 11/30/15 \$16,956.25
  - 2. Approval of City License(s)
  - 3. 2016 Proposed City Fee Schedule
  - 4. Appointment of Prosecuting Attorney
  - 5. Appointment of City Attorney
  - 6. Appointment of City Engineer
  - 7. Appointment of City Auditor
  - 8. Designation of Official Newspaper
  - 9. 2016 Cost of Living Adjustments
  - 10. Year End Budget Amendments

Council Member Long Moved, Approved 4-0

#### G: POLICY ITEMS:

- 1. Approve CenturyLink Franchise Ordinance
  - There are nine cities that are part of the North Suburban Communications Commission, and Falcon Heights is the last city to vote on this policy item.

Council Member Harris Moved, Approved 4-0

- 2. Declaration of Official Intent for Reimbursement for 2015 PMP
  - a. Snelling Service Drives
  - b. Roselawn Ave
  - City Administrator Sack Thongvanh states that this allows the city to recoup the costs when bonding in 2017. In order to do so, the city needs to approve the intent for reimbursement. The maximum bonding in 2017 is estimated to be \$300,000.

Council Member Harris Moved, Approved 4-0

3. 2016 Home Occupation License for Cyberwares, LLC

Council Member Long Moved, Approved 3-0, Abstention Mayor Lindstrom

4. 2016 Home Occupation License for Pamela M. Harris, PLLC

Council Member Long Moved, Approved 3-0, Abstention Council Member Harris

## H. INFORMATION/ANNOUNCEMENTS:

### Council Member Harris:

No updates

## **Council Member Long:**

The Parks Commission held two open houses in November in regards to Curtiss Field. The Parks Commission will be meeting on Monday, December 14<sup>th</sup> to review responses from the open houses and the online survey.

### Council Member Brown Thunder:

NYFS Senior Chore program is up and running. If seniors need help with chores, such as snow removal, contact NYFS. Planning sessions have begun for the next golf tournament.

## Mayor Lindstrom:

Tomorrow night Community Engagement Commission is hosting a movie, Trail of Tears, followed by discussion for Human Rights Day at 6pm at City Hall.

## City Administrator Sack Thongvanh:

Sack Thongvanh, City Administrator

With the first snowfall a week ago, over 90% of property owners on Larpenteur that received the snow removal notice, removed their snow. There will be a follow up letter to the properties that didn't adhere to the snow removal city code notice.

| I.    | COMMUNITY FORUM:                           |                        |
|-------|--|------------------------|
| J.    | ADJOURNMENT: 7:53pm                        |                        |
| Dated | this 9 <sup>th</sup> day of December, 2015 | Peter Lindstrom, Mayor |

## CITY OF FALCON HEIGHTS

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

## **MINUTES**

December 21, 2015 at 6:00 P.M.

| Sack T | Thongvanh, City Administrator   |
|--------|---|
| Dated  | Peter Lindstrom, Mayor this 21st day of December, 2015  |
| J.     | ADJOURNMENT: 6:20pm   |
| I.     | COMMUNITY FORUM:  |
| H.     | INFORMATION/ANNOUNCEMENTS:  |
|        | Council Member Long Moved, Approved 3-0   |
|        | <ul> <li>2. Approve Summary Publication of CenturyLink Franchise Ordinance</li> <li>City Administrator Sack Thongvanh stated that this would allow the City to publish a summary of the adopted ordinance which would reduce publication cost from 40 plus pages to about two.</li> </ul> |
|        | changes.  Council Member Long Moved, Approved 3-0   |
| G:     | POLICY ITEMS:  1. Adopt Levy and 2016 Budget  • City Administrator Sack Thongvanh stated that this would be the official approval of the Levy and the 2016 Budget for the City of Falcon Heights with no changes.   |
| F.     | CONSENT AGENDA:   |
| E.     | PUBLIC HEARINGS:  |
| D.     | APPROVAL OF MINUTES:  |
| C.     | PRESENTATIONS:  |
|        | STAFF PRESENT: THONGVANH_X_   |
| В.     | ROLL CALL: LINDSTROM _X HARRIS BROWN THUNDER _X LONG _X MERCER-TAYLOR   |
| A.     | CALL TO ORDER: 6:00pm   |



# REQUEST FOR COUNCIL ACTION

| <b>Meeting Date</b> | January 13, 2016                  |  |
|---------------------|-----------------------------------|--|
| Agenda Item         | Consent F1                        |  |
| Attachment          | General Disbursements and Payroll |  |
| Submitted By        | Roland Olson, Finance Director    |  |

| Item                   | General Disbursements and Payroll  |  |
|------------------------|--|--|
| Description            | General Disbursements through: 1/06/16: \$437,333.13<br>Payroll through: 12/31/15: \$35,303.40   |  |
| Budget Impact          | The general disbursements and payroll are consistent with the budget.                            |  |
| Attachment(s)          | General Disbursements and Payroll  |  |
| Action(s)<br>Requested | Staff recommends that the Falcon Heights City Council approve general disbursements and payroll. |  |

Families, Fields and Fair

1/06/2016 2:06 PM

PACKET: 01321 JAN 6TH PAYABLES

VENDOR SET: 01 City of Falcon Heights

=== VENDOR TOTALS ===

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

GROSS P.O. # -----TD-----DISCOUNT G/L ACCOUNT ----- DISTRIBUTION POST DATE BANK CODE ------DESCRIPTION-----\_\_\_\_\_ .23 CINTAS CORPORATION #470 I-470682447 SHOP TOWELS AND MAT SVC 1/05/2016 APBNK DUE: 1/05/2016 DISC: 1/05/2016 I-470682447 115.40 1099 · N SHOP TOWELS AND MAT SVC 101 20200-000 ACCOUNTS PAYABLE 115.40 I-470685884 MAT SVC 1/05/2016 APBNK DUE: 1/05/2016 DISC: 1/05/2016 52.84 1099: N ACCOUNTS PAYABLE 52.84 MAT SVC 101 20200-000 === VENDOR TOTALS === 168.24 \_\_\_\_\_\_ 01-04060 FASTENAL 23.54 FASTENERS I-MNTC576260 1/05/2016 APBNK DUE: 1/05/2016 DISC: 1/05/2016 1099: N 101 20200-000 FASTENERS ACCOUNTS PAYABLE 23.54 === VENDOR TOTALS === 23.54 01-05115 GOPHER STATE ONE CALL 26.10 I-201601055635 DEC LOCATES 1/05/2016 APBNK DUE: 1/05/2016 DISC: 1/05/2016 1099: N 601 20200-000 ACCOUNTS PAYABLE 26.10 DEC LOCATES 26.10 === VENDOR TOTALS === 01-05222 INGERSOLL RAND CO INDUSTRIAL T 190.50 REPAIR AIR COMPRESSOR I-30498003 1/05/2016 APBNK DUE: 1/05/2016 DISC: 1/05/2016 1099: N 190.50 ACCOUNTS PAYABLE 101 20200-000 REPAIR AIR COMPRESSOR === VENDOR TOTALS === 190.50 01-04570 JOSEPH, KATRINA E. DEC PROSECUTIONS I-201601055634 1099: Y 1/05/2016 APBNK DUE: 1/05/2016 DISC: 1/05/2016 101 20200-000 ACCOUNTS PAYABLE 2,500.00 DEC PROSECUTIONS

2,500.00

PACKET: 01321 JAN 6TH PAYABLES

VENDOR SET: 01 City of Falcon Heights

=== VENDOR TOTALS ===

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

GROSS P.O. # -----TD---------- DISTRIBUTION POST DATE BANK CODE ------DESCRIPTION-----DISCOUNT G/L ACCOUNT \_\_\_\_\_\_ .50 LEAGUE MN CITIES INS TRST 2016 CITY LIABILITY/PROPERTY 35,908,00 I-51669 1/06/2016 APBNK DUE: 1/06/2016 DISC: 1/06/2016 1099: N 101 4112-88000-000 INSURANCE & BONDS 35,908.00 2016 CITY LIABILITY/PROPERTY I 2016 EXCESS LIABILITY INS 3,886.00 I-51670 1/06/2016 APBNK DUE: 1/06/2016 DISC: 1/06/2016 1099: N 101 4112-88000-000 INSURANCE & BONDS 3.886.00 2016 EXCESS LIABILITY INS === VENDOR TOTALS === 39,794.00 -----01-07272 LILLIE SUBURBAN NEWSPAPER 56.70 I-201601055632 LEGALS 1/05/2016 APBNK DUE: 1/05/2016 DISC: 1/05/2016 1099: N 101 20200-000 ACCOUNTS PAYABLE 56.70 LEGALS === VENDOR TOTALS === 56.70 01-06053 OREILLY AUTO PARTS 19.99 I-201601055631 TOOL 1/05/2016 APBNK DUE: 1/05/2016 DISC: 1/05/2016 1099: N 19.99 101 20200-000 ACCOUNTS PAYABLE TOOL 19.99 === VENDOR TOTALS === 01-06184 RAMSEY COUNTY - 911 DISPATCH I-EMCOM 4841 DEC 911 DISPATCH 2,473.65 1099: N 1/05/2016 APBNK DUE: 1/05/2016 DISC: 1/05/2016 101 4122-81200-000 911 DISPATCH FEES 2,473.65 DEC 911 DISPATCH DEC CAD 480.09 \_MCOM 4856 1/05/2016 APBNK DUE: 1/05/2016 DISC: 1/05/2016 1099: N 101 20200-000 ACCOUNTS PAYABLE DEC CAD 2,953.74 === VENDOR TOTALS === 01-06062 SUMMIT COMPANIES ANNUAL FIRE EXTINGUISHER INSP I-1099795 1099: N 1/05/2016 APBNK DUE: 1/05/2016 DISC: 1/05/2016 101 20200-000 254.00 ACCOUNTS PAYABLE ANNUAL FIRE EXTINGUISHER INSP

254.00

PACKET: 01321 JAN 6TH PAYABLES

VENDOR SET: 01 City of Falcon Heights

=== VENDOR TOTALS ===

=== PACKET TOTALS ===

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

GROSS P.O. #
T DATE BANK CODE ------DESCRIPTION------ DISCOUNT G/L ACCOUNT -----ACCOUNT NAME----- DISTRIBUTION -----TD-----01---74 TENNIS SANITATION LLC I-1533503 DEC RECYCLYING 5,769.00 1/05/2016 APBNK DUE: 1/05/2016 DISC: 1/05/2016 1099: N DEC RECYCLYING 206 20200-000 ACCOUNTS PAYABLE 5,769.00 === VENDOR TOTALS === 5,769.00 01-05170 TOM LYNCH ELECTRIC LLC I-201601055633 ELCTRIC: WARMINGHOUSE/CITY HAL 1/05/2016 APBNK DUE: 1/05/2016 DISC: 1/05/2016 1099: N 101 20200-000 ACCOUNTS PAYABLE ELCTRIC: WARMINGHOUSE/CITY HALL 2,150.00 === VENDOR TOTALS === 2,150.00 01-07132 WELLS FARGO INSURNACE SERVICES 1/06/2016 APBNK DUE: 1/06/2016 DISC: 1/06/2016 I-201601065636 1099 · N FINNANCE DIRECTOR BOND 101 4113-88000-000 INSURANCE & BONDS 350.00 === VENDOR TOTALS === \_\_\_\_\_\_ 01-05870 XCEL ENERGY I-201601055630 ELECT AND GAS 2015 807.69 1/05/2016 APBNK DUE: 1/05/2016 DISC: 1/05/2016 1099: N 101 20200-000 ACCOUNTS PAYABLE ELECT AND GAS 2015 807.69

807.69

55,063.50

PACKET: 01318 DEC 31 PAYABLES

=== VENDOR TOTALS ===

SMALL TOOL SUPPLIES

SMALL TOOL SUPPLIES

=== VENDOR TOTALS ===

12/31/2015 APBNK DUE: 12/31/2015 DISC: 12/31/2015

VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC

01-05243 HINRICHS, RICH I-201512315629

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----P.O. # GROSS 01-U5289 BLOOMINGTON EMBROIDERY I-36930 FIRE CLOTHING - SHIRTS 1,489.00 12/31/2015 APBNK DUE: 12/31/2015 DISC: 12/31/2015 1099: N FIRE CLOTHING - SHIRTS 101 4124-77000-000 CLOTHING 1,489.00 === VENDOR TOTALS === 1,489.00 01-05422 BP FUEL I-201512315628 439.14 12/31/2015 APBNK DUE: 12/31/2015 DISC: 12/31/2015 1099: N FUEL 101 4132-74000-000 MOTOR FUEL & LUBRICANTS === VENDOR TOTALS === 439.14 01-05072 BRANCH AND BOUGH TREE SERVICE TREE PLANTINGS AND STUMP GRII 5,315,00 12/31/2015 APBNK DUE: 12/31/2015 DISC: 12/31/2015 1099: N TREE PLANTINGS 419 4419-86000-000 TREE PLANTING 5,215.00 STUMP GRINDING 419 4419-85000-000 TREE REMOVAL 100.00 I-8047 FORESTRY CONSULTING 3,457.10 12/31/2015 APBNK DUE: 12/31/2015 DISC: 12/31/2015 1099: N FORESTRY CONSULTING 101 4134-80330-000 FORESTRY CONSULTANT 3,457.10 === VENDOR TOTALS === 8,772.10 01-03527 DELEGARD TOOL COMPANY T-61277 20" FLOOR DRILL PRESS 999.00 11/2015 APBNK DUE: 12/31/2015 DISC: 12/31/2015 1099: N 20" FLOOR DRILL PRESS 403 4403-91000-000 MACHINERY & EQUIPMENT 999.00

999.00 

147.94

147.94

1099: N

101 4124-70120-000 TOOLS & SUPPLIES

147.94

A/P Regular Open Item Register

PAGE: 2

498.85

22.76

11.60

11.60

11.60

45.00

12.85

PACKET: 01318 DEC 31 PAYABLES

VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----GROSS P.O. # DATE BANK CODE ------DESCRIPTION----- DISCOUNT G/L ACCOUNT 

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

01-05153 HOME DEPOT CRC/GECF I-201512315627

MILLWORK AND PAINT FOR LOBBY 498.85 12/31/2015 APBNK DUE: 12/31/2015 DISC: 12/31/2015

1099: N MILLWORK AND PAINT FOR LOBBY 101 4131-87010-000 CITY HALL MAINTENANCE

=== VENDOR TOTALS === 498.85

01-07263 NEXTEL COMMUNICATIONS, INC

I-201512315625 CELL PHONES 115.41 12/31/2015 APBNK DUE: 12/31/2015 DISC: 12/31/2015 1099: N CELL PHONES 101 4121-85015-000 CELL PHONE

> CELL PHONES CELL PHONES CELL PHONES CELL PHONES CELL PHONES

=== VENDOR TOTALS === 

602 4602-85015-000 CELL PHONES

115.41

01-06185 RAMSEY COUNTY

I-EMCOM 4800 RADIO FLEET SUPPORT 12/31/2015 APBNK

DUE: 12/31/2015 DISC: 12/31/2015

RADIO FLEET SUPPORT

1099: N

101 4124-86800-000 RADIO MESB/FLEET SUPPORT 81.12

101 4131-85015-000 CELL PHONE

101 4141-85015-000 CELL PHONE

101 4132-85015-000 CELL PHONE

601 4601-85015-000 CELL PHONE

=== VENDOR TOTALS ===

=== PACKET TOTALS ===

12,542,56

fed withholdings st withholdings

Pera icma 17,020.44 1,179.90

81.12

81.12

3,111.57 300.00

24,154.47

12/29/2015 1:43 PM

PACKET: 01316 DEC 29 PAYABLES

=== VENDOR TOTALS ===

VENDOR SET: 01 City of Falcon Heights SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

GROSS P.O. #

-----ID-----POST DATE BANK CODE -------DESCRIPTION------ DISCOUNT G/L ACCOUNT NAME----- DISTRIBUTION 30 AMERIPRIDE SERVICES I-1003334553 LINEN CLEANING 39.03 12/29/2015 APBNK DUE: 12/29/2015 DISC: 12/29/2015 1099: N LINEN CLEANING 101 4124-82011-000 LINEN CLEANING 39.03 === VENDOR TOTALS === 39.03 01-03125 CAPITAL REGION WATERSHED I-201512295619 189,501.00 CURTISS POND IMPROVEMENTS 12/29/2015 APBNK DUE: 12/29/2015 DISC: 12/29/2015 1099: N CURTISS POND IMPROVEMENTS 602 4602-92000-000 CURTIS POND IMPROVEMENT 189,501.00 === VENDOR TOTALS === 189,501.00 01-05670 METRO PRODUCTS INC I-113815 WELDING WIRE/AAA BATERIES 234.64 12/29/2015 APBNK DUE: 12/29/2015 DISC: 12/29/2015 WELDING WIRE/AAA BATERIES 101 4131-70110-000 SUPPLIES 234.64 === VENDOR TOTALS === 234.64 01-06544 TIM SANDVIK T-201512295623 CELL PHONE REIMB/POSTAGE 12/29/2015 APBNK DUE: 12/29/2015 DISC: 12/29/2015 1099 · N CELL PHONE REIMB 101 4112-70500-000 POSTAGE 20.00 CELL PHONE REIMB 101 4112-70500-000 POSTAGE 2.58 === VENDOR TOTALS === 22.58 -----18 CITY OF ST ANTHONY I-3338 JAN POLICE SVCS 54,418.83 12/29/2015 APBNK DUE: 12/29/2015 DISC: 12/29/2015 1099: N JAN POLICE SVCS - PREPAID 101 15500-000 PREPAID EXPENDITURES 54,418.83 === VENDOR TOTALS === 54,418.83 ------01-00935 ST PAUL REGIONAL WATER SERVICE

I-201512295621 H20 AND SS 12/29/2015 APBNK DUE: 12/29/2015 DISC: 12/29/2015 1099: N H20 101 4141-85040-000 WATER 101 4141-85070-000 SEWER 150.81 H20 101 4131-85040-000 WATER 63.16 SS 101 4131-85070-000 SEWER 22.76

442.51

22 of 119

12/29/2015 1:43 PM

PACKET: 01316 DEC 29 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 ..... I-8037304795 OFFICE SUPPLIES 84.06 12/29/2015 APBNK DUE: 12/29/2015 DISC: 12/29/2015 1099: N OFFICE SUPPLIES 101 4112-70100-000 SUPPLIES 84.06 === VENDOR TOTALS === 84.06 01-06628 SACK THONGVANH I-201512295622 MILEAGE REIMB 40.14 12/29/2015 APBNK DUE: 12/29/2015 DISC: 12/29/2015 1099: N MILEAGE REIMB 101 4112-86010-000 MILEAGE & PARKING 40.14 === VENDOR TOTALS === 40.14 01-06639 THRASHER, KATIE I-201512295624 MILEAGE REIMB 19.00 12/29/2015 APBNK DUE: 12/29/2015 DISC: 12/29/2015 1099: N MILEAGE REIMB 101 4112-86010-000 MILEAGE & PARKING 19.00 === VENDOR TOTALS === 19.00 \_\_\_\_\_\_ 01-06901 ULTIMATE SAFETY CONCEPTS I-164316 HOSE/ AIR MASK/ CARBON MONX D 843.93

01-^5870 XCEL ENERGY

.01512295620 ELECTRICITY 36.17

12/29/2015 APBNK DUE: 12/29/2015 DISC: 12/29/2015 1099: N

ELECTRICITY 101 4141-85020-000 ELECTRIC/GAS 28.34

ELECTRICITY 101 4121-85020-000 ELECTRIC 7.83

=== VENDOR TOTALS === 36.17

=== PACKET TOTALS === 245,681.89

12/22/2015 3:05 PM

PAGE: 1 PACKET: 01313 DECEMBER 22 PAYABLES

VENDOR SET: 01 City of Falcon Heights

=== VENDOR TOTALS ===

=== PACKET TOTALS ===

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

P.O. # -----ID-----GROSS OST DATE BANK CODE ------DESCRIPTION----- DISCOUNT G/L ACCOUNT ----- ACCOUNT NAME----- DISTRIBUTION 01 337 CITY OF ROSEVILLE I-0221050 ENGINEERING SERVICES 3,359.48 12/22/2015 APBNK DUE: 12/22/2015 DISC: 12/22/2015 1099: N 2015 STREET PROJECT ENGINEERIN 419 4419-92057-000 2015 SNELLING DRIVE/ GAR 2015 STREET PROJECT ENGINEERIN 101 4133-80100-000 ENGINEERING SERVICES === VENDOR TOTALS === 3,359.48 01-07174 FALCON HEIGHTS LIMITED PARTNER T-201512225616 2ND HALF PAY-AS-GO PAYMENT 23,472.14 12/22/2015 APBNK DUE: 12/22/2015 DISC: 12/22/2015 1099: N 2ND HALF PAY-AS-GO PAYMENT 414 4414-93000-000 DEBT PAY AS YOU GO PYMT 23,472.14 === VENDOR TOTALS === 23,472.14 ------01-06024 ON SITE SANITATION T-176830 COMM PARK TOILETS 75.00 12/22/2015 APBNK DUE: 12/22/2015 DISC: 12/22/2015 1099: N COMM PARK TOILETS 601 4601-85080-000 PORTABLE TOILET PARKS 75.00 === VENDOR TOTALS === 75.00 ------01-06525 SUBURBAN ACE HARDWARE I-103353 SHOP SUPPLIES 128.15 12/22/2015 APBNK DUE: 12/22/2015 DISC: 12/22/2015 1099: N SHOP SUPPLIES 101 4131-70110-000 SUPPLIES 128.15 === VENDOR TOTALS === 128.15 73 TOWNSOUARE SENIOR LLC 1-201512225617 2ND HALF PAY AS GO PAYMENT 9,887.54 12/22/2015 APBNK DUE: 12/22/2015 DISC: 12/22/2015 2ND HALF PAY AS GO PAYMENT 414 4414-93000-000 DEBT PAY AS YOU GO PYMT 9,887.54

9,887.54

36,922.31

PACKET: 01311 DEC 18TH PAYABLES

VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

01-03123 CINTAS CORPORATION #470

GROSS P.O. #

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

01-00250 AMERIPRIDE SERVICES I-1003321188 LINEN CLEANING 39.03 12/15/2015 APBNK DUE: 12/15/2015 DISC: 12/15/2015 1099: N LINEN CLEANING 101 4124-70100-000 SUPPLIES 39.03 === VENDOR TOTALS === 39.03 01-03025 COLIN CALLAHAN I-201512165611 REIMB CELL PHONE 100.00 12/16/2015 APBNK DUE: 12/16/2015 DISC: 12/16/2015 1099: N REIMB CELL PHONE 601 4601-85015-000 CELL PHONE 100.00 === VENDOR TOTALS === 100.00 01-03110 CENTURY LINK I-201512155607 LANDITUES 181.44

12/15/2015 APBNK DUE: 12/15/2015 DISC: 12/15/2015 1099: N

LANDLINE CURTISS FIELD 101 4141-85011-000 TELEPHONE - LANDLINE 56.56

AUTO DIALER SS 601 4601-85011-000 TELEPHONE - LANDLINE 64.10

AUTO DIALER SS 101 4141-85011-000 TELEPHONE - LANDLINE 60.78

=== VENDOR TOTALS === 181.44

T-470675591 TOWELS/MATS/TOILET PAPER 215.25 12/15/2015 APBNK DUE: 12/15/2015 DISC: 12/15/2015 1099: N TOWELS/MATS/TOILET PAPER 101 4131-70110-000 SUPPLIES 215.25 MAT SERVICE 70679014 52 84 15/2015 APBNK DUE: 12/15/2015 DISC: 12/15/2015 1099: N MAT SERVICE 101 4131-70110-000 SUPPLIES 52.84

=== VENDOR TOTALS === 268.09

)1-03527 DELEGARD TOOL COMPANY

I-58067 AUTOMOTIVE SCAN DIAGNOSTC TOO 1,370.00

12/15/2015 APBNK DUE: 12/15/2015 DISC: 12/15/2015 1099: N
AUTOMOTIVE SCAN DIAGNOSTC TOOL 403 4403-91000-000 MACHINERY & EQUIPMENT 1,370.00

=== VENDOR TOTALS === 1,370.00

PACKET: 01311 DEC 18TH PAYABLES VENDOR SET: 01 City of Falcon Heights

=== VENDOR TOTALS ===

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

----ID-----GROSS P.O. # T DATE BANK CODE -------DESCRIPTION------ DISCOUNT G/L ACCOUNT -----ACCOUNT NAME----- DISTRIBUTION

01-05181 GREAT PLAINS INSTITUTE I-1626 CITYWIDE REISILENCY TASK 1A 500.00 12/15/2015 APBNK DUE: 12/15/2015 DISC: 12/15/2015 1099: N CITYWIDE REISILENCY TASK 1A 208 4208-81900-000 OTHER PROFESSIONAL SERVI I-1755 CITYWIDE RESILIENCY FINAL PRO 3,500.00 12/15/2015 APBNK DUE: 12/15/2015 DISC: 12/15/2015 1099: N 208 4208-81900-000 OTHER PROFESSIONAL SERVI CITYWIDE RESILIENCY FINAL PROJ 3,500.00 === VENDOR TOTALS === 4 000 00 )1-05968 LEAGUE MN CITIES INSURANCE TRU 2016 WORKMANS COMP INS 21,991.00 I-201512155610 12/15/2015 APBNK DUE: 12/15/2015 DISC: 12/15/2015 1099: N PREPAID EXPENDITURES 18,991.00 2016 WORKMANS COMP INS 101 15500-000 PREPAID EXPENSE 2,000.00 2016 WORKMANS COMP INS 601 15500-000 2016 WORKMANS COMP INS 602 15500-000 PREPAID EXPENSES 1,000.00 === VENDOR TOTALS === 21,991.00 ..... )1-05440 LOFFLER COMPANIES, INC DEC COPTER CHARGES 222.08 T-17967917 1-17967917 DEC COPIER CHARGES 222. 12/15/2015 APBNK DUE: 12/15/2015 DISC: 12/15/2015 1099: N DEC COPIER CHARGES 101 4112-87000-000 REPAIR OFFICE EQUIPMENT === VENDOR TOTALS === 222.08 ..... )1-05582 MENARDS 01512185613 FASTENERS AND SHELVING 221.75 18/2015 APBNK DUE: 12/18/2015 DISC: 12/18/2015 25.94 FASTENERS FOR HOCKEY BOARDS 101 4141-70100-000 SUPPLIES SHELVING/FASTENERS FOR VAULT 101 4131-70110-000 SUPPLIES 195.81 === VENDOR TOTALS === 221.75 )1-05273 MN PUBLIC EMPLOYEES INSURANCE 6,453.22 I-402112 JANUARY HEALTH INSURANCE APBNK DUE: 12/15/2015 DISC: 12/15/2015 12/15/2015 1099: N JANUARY HEALTH INSURANCE 101 15500-000 PREPAID EXPENDITURES 6,453.22

6,453.22

PACKET: 01311 DEC 18TH PAYABLES VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED -----TD-----: DATE | DATE | COLUMN | COLUM 01-06030 OLSON, ROLAND 72.74 I-201512185614 MILEAGE REIMB 12/15/2015 APBNK DUE: 12/15/2015 DISC: 12/15/2015 1099: N 101 4113-86010-000 MILEAGE 72.74 MILEAGE REIMB 72.74 === VENDOR TOTALS === 01-06185 RAMSEY COUNTY I-PRRLG 001502 4TH QTR ELECTION CONTRACT 4,475.00 12/15/2015 APBNK DUE: 12/15/2015 DISC: 12/15/2015 1099: N 101 4115-80300-000 ELECTION CONTRACT 4,475.00 4TH QTR ELECTION CONTRACT 4,475.00 === VENDOR TOTALS === 11-06301 SAMS CLUB MC/SYNCB MS4/TOASTER/KITCHEN SUPPLIES 64.56 I-201512155608 12/15/2015 APBNK DUE: 12/15/2015 DISC: 12/15/2015 1099 · N MS4 TRAINING 602 4602-70200-000 SUPPLIES 12.15 101 4131-70110-000 SUPPLIES 52.41 TOASTER AND KITCHEN SUPPLIES 64.56 === VENDOR TOTALS === ..... )1-06483 SENTRY SYSTEMS, INC. 94.50 I-710464 COMMERCIAL MONITORING SVC 12/15/2015 APBNK DUE: 12/15/2015 DISC: 12/15/2015 1099: N COMMERCIAL MONITORING SVC 101 4131-87100-000 PANIC BUTTON SECURITY 94.50 === VENDOR TOTALS === 94.50 

46 STAPLES COPY PAPER AND OFFICE SUPPLIE 439.28

12/15/2015 APBNK DUE: 12/15/2015 DISC: 12/15/2015

COPY PAPER AND OFFICE SUPPLIES 1099: N 439.28 101 4131-70110-000 SUPPLIES === VENDOR TOTALS === 439.28 )1-07282 SURPLUS SERVICES 15.00 I-11275 TOOLS 12/15/2015 APBNK DUE: 12/15/2015 DISC: 12/15/2015 1099 · N 101 4132-70120-000 SUPPLIES 15.00 TOOLS T-20036448 2 OFFICE CHAIRS 1099: N 12/15/2015 APBNK DUE: 12/15/2015 DISC: 12/15/2015 30.00 2 OFFICE CHAIRS 101 4131-70110-000 SUPPLIES 45.00 === VENDOR TOTALS ===

A/P Regular Open Item Register

PAGE: 4

120.00

10.99

11.36

PACKET: 01311 DEC 18TH PAYABLES

VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

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

T DATE BANK CODE ------DESCRIPTION----- DISCOUNT G/L ACCOUNT ----- ACCOUNT NAME----- DISTRIBUTION DATE DATE CODE DESCRIPTION OF THE PROPERTY OF

209 4209-85020-000 STREET LIGHTING POWER

01-U/250 TRETSVEN, DAVE

I-201512155609 REIMB CELL PHONE 120.00

12/15/2015 APBNK DUE: 12/15/2015 DISC: 12/15/2015

1099: N REIMB CELL PHONE 601 4601-85015-000 CELL PHONE

=== VENDOR TOTALS === 120.00

01-05870 XCEL ENERGY

I-201512185612 ELECTRIC 22.35 12/18/2015 APBNK DUE: 12/18/2015 DISC: 12/18/2015 1099: N

ELECTRIC 101 4141-85020-000 ELECTRIC/GAS

ELECTRIC

=== VENDOR TOTALS === 22.35

=== PACKET TOTALS === 40,180.04

PACKET: 01308 DECEMBER 9 PAYABLES

VENDOR SET: 01 City of Falcon Heights

DECEMBER SOLAR ELECT

=== VENDOR TOTALS ===

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----GROSS P.O. # OST DATE BANK CODE -----DESCRIPTION----- DISCOUNT G/L ACCOUNT ----- ACCOUNT NAME----- DISTRIBUTION 01 \_50 AMERIPRIDE SERVICES I-1003308098 LINEN CLEANING 39.03 12/09/2015 APBNK DUE: 12/09/2015 DISC: 12/09/2015 1099: N LINEN CLEANING 101 4124-82011-000 LINEN CLEANING 39.03 === VENDOR TOTALS === 39.03 -----01-05460 CDW GOVERNMENT I-BGM2084 CAD IMPROVEMENTS 566.71 12/07/2015 APBNK DUE: 12/07/2015 DISC: 12/07/2015 1099: N CAD IMPROVEMENTS 402 4402-91000-000 MACHINERY & EQUIPMENT 566.71 I-BGX3963 CAD IMPROVEMENTS 3,672.77 12/07/2015 APBNK DUE: 12/07/2015 DISC: 12/07/2015 1099: N CAD IMPROVEMENTS 402 4402-91000-000 MACHINERY & EQUIPMENT 3,672.77 === VENDOR TOTALS === 4,239.48 01-03123 CINTAS CORPORATION #470 I-470672136 SHOP- BLACK MATS 52.84 12/07/2015 APBNK DUE: 12/07/2015 DISC: 12/07/2015 1099: N SHOP- BLACK MATS 101 4132-70120-000 SUPPLIES 52.84 === VENDOR TOTALS === 52.84 01-06290 CITY OF ROSEVILLE I-220866 ENGINEERING SERVICES 3,266.47 12/09/2015 APBNK DUE: 12/09/2015 DISC: 12/09/2015 ENGINEERING- 2015 STREET PROJE 419 4419-92057-000 2015 SNELLING DRIVE/ GAR 1,803.05 419 4419-92057-000 2015 SNELLING DRIVE/ GAR ENGINEERING- 2015 STREET PROJE ENGINEERING- 2017 STREET PROJE 419 4419-92098-000 2017 STREET PROJECT 217.09 GENERAL ENGINEERING 101 4133-80100-000 ENGINEERING SERVICES 900.69 === VENDOR TOTALS === 3,266,47 01-03539 DAKOTA ELECTRIC ASSOCIATION I-1480700039 DECEMBER SOLAR ELECT DUE: 12/09/2015 DISC: 12/09/2015 12/09/2015 APBNK 1099 · N

530.00

101 4131-85025-000 SOLAR ELECTRIC

530.00

12/09/2015 2:59 PM PACKET: 01308 DECEMBER 9 PAYABLES VENDOR SET: 01 City of Falcon Heights

=== VENDOR TOTALS ===

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

| ID               |                                     | GROSS    | P.O. #   | 1.000mm                |          |
|------------------|-------------------------------------|----------|--|------------------------|----------|
|                  | CODEDESCRIPTION                     | DISCOUNT | G/L ACCOUNT  | ACCOUNT NAME           |          |
|                  | APPARATUS MAINT                     |          |  |                        |          |
|                  |                                     |          |  |                        |          |
| I-82430          | 752 YEAR END MAINTENANCE            | 885.90   |  |                        |          |
| 12/07/2015 APB   |                                     |          | 1099: N  |                        | 205 22   |
|                  | 752 YEAR END MAINTENANCE            |          | 101 4124-87029-000   | REPAIR OTHER EQUIPMENT | 885.90   |
| I-82431          | 753 YEAR END MAINTENANCE            | 1,011.07 | TELEBRA FOLLOW   |                        |          |
| 12/07/2015 APB   | NK DUE: 12/07/2015 DISC: 12/07/2015 |          | 1099: N  |                        |          |
|                  | 753 YEAR END MAINTENANCE            |          | 101 4124-87029-000   | REPAIR OTHER EQUIPMENT | 1,011.07 |
| I-82432          | 757 YEAR END MAINTENANCE            | 2,772.25 | nus and a second   |                        |          |
| 12/07/2015 APB   | NK DUE: 12/07/2015 DISC: 12/07/2015 |          | 1099: N  |                        |          |
|                  | 757 YEAR END MAINTENANCE            |          |  | REPAIR OTHER EQUIPMENT | 2,772.25 |
|                  | === VENDOR TOTALS ===               | 4,669.22 |  |                        |          |
|                  |                                     |          | =======================================  |                        |          |
| -05115 GOPHER ST | ATE ONE CALL                        |          |  |                        |          |
| I-149549         | NOVEMBER LOCATES                    | 53.65    |  |                        |          |
| 12/07/2015 APB   | NK DUE: 12/07/2015 DISC: 12/07/2015 |          | 1099: N  |                        |          |
|                  | NOVEMBER LOCATES                    |          | 601 4601-88030-000   | LOCATES                | 53.65    |
|                  | === VENDOR TOTALS ===               | 53.65    |  |                        |          |
|                  |                                     |          |  |                        |          |
| -05244 HENNEPIN  | TECH COLLEGE                        |          |  |                        |          |
| I-343369         | FIRE INSPECTOR TNG- HINRICHS        | 375.00   |  |                        |          |
| 12/09/2015 APB   | NK DUE: 12/09/2015 DISC: 12/09/2015 |          | 1099: N  |                        |          |
|                  | FIRE INSPECTOR TNG- HINRICHS        |          | 101 4124-86020-000   | TRAINING               | 375.00   |
|                  | === VENDOR TOTALS ===               | 375.00   |  |                        |          |
|                  | ******                              |          |  |                        |          |
| -05243 HINRICHS, | RICH                                |          |  |                        |          |
| .01512075599     | STATION, TRAINING SUPPLIES          | 117.72   |  |                        |          |
| 12/07/2015 APB   | NK DUE: 12/07/2015 DISC: 12/07/2015 |          | 1099: N  |                        |          |
|                  | STATION SUPPLIES                    |          | 101 4124-70100-000   | SUPPLIES               | 17.72    |
|                  | SAFETY AND PERFORMANCE AWARD        |          | 101 4124-86020-000   | TRAINING               | 100.00   |
|                  | === VENDOR TOTALS ===               | 117.72   |  |                        |          |
|                  | LEANING SYSTEMS                     |          |  |                        |          |
| I-52893          | DECEMBER CLEANING SERVICES          | 205.00   | AND THE PARTY AN |                        |          |
| 12/09/2015 APB   |                                     | 203.00   | 1099: N  |                        |          |
| 12/03/2013 RPD   | DECEMBER CLEANING SERVICES          |          |  | CITY HALL MAINTENANCE  | 205.00   |
|                  | DECEMBER CLEANING SERVICES          |          | TOT #T2T-8/010-000   | CITI HALL MAINTENANCE  | 205.00   |

205.00

12/09/2015 2:59 PM

PACKET: 01308 DECEMBER 9 PAYABLES

APBNK DUE: 12/07/2015 DISC: 12/07/2015

=== VENDOR TOTALS ===

AIR FILTER

VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC

12/07/2015

DUE TO/FROM ACCOUNTS SUPPRESSED

GROSS P.O. # -----ID-----POST DATE BANK CODE ------DESCRIPTION-----DISCOUNT G/L ACCOUNT -----ACCOUNT NAME----- DISTRIBUTION 01 JS8 JOSH JORDAN TAE KWON DO INSTRUCTOR 2,152.00 I-201512095604 12/09/2015 APBNK DUE: 12/09/2015 DISC: 12/09/2015 1099: Y TAE KWON DO INSTRUCTOR 201 4201-87700-000 INSTRUCTOR-SPECIALTY CLA 2,152.00 === VENDOR TOTALS === 2,152.00 01-04570 JOSEPH, KATRINA E. 2,500.00 NOVEMBER PROSECUTIONS I - 4712/09/2015 APBNK DUE: 12/09/2015 DISC: 12/09/2015 1099: Y NOVEMBER PROSECUTIONS 101 4123-80200-000 LEGAL FEES 2,500.00 2,500.00 === VENDOR TOTALS === 01-05509 LEAGUE OF MN CITIES 40.00 I-223650 LMC MEETING 1099: N 12/07/2015 APBNK DUE: 12/07/2015 DISC: 12/07/2015 101 4111-86100-000 CONFERENCES/EDUCATION/TR 40.00 LMC MEETING 40.00 === VENDOR TOTALS === \_\_\_\_\_ 01-07272 LILLIE SUBURBAN NEWSPAPER NOTICE- SPECIAL ASSESSMENT 44.55 I-201512095606 12/09/2015 APBNK DUE: 12/09/2015 DISC: 12/09/2015 1099: N NOTICE- SPECIAL ASSESSMENT 101 4111-70410-000 LEGAL NOTICES 44.55 === VENDOR TOTALS === 44.55 -----01-05585 METROPOLITAN AREA MANAGEMENT A 20.00 989 NOVEMBER MEETING- SACK 12/09/2015 APBNK DUE: 12/09/2015 DISC: 12/09/2015 1099: N 101 4112-86100-000 CONFERENCES/EDUCATION/AS NOVEMBER MEETING- SACK 20.00 === VENDOR TOTALS === 01-05672 MN EQUIPMENT SOLUTIONS I-97616 AIR FILTER 108.00

1099: N

108.00

101 4131-70110-000 SUPPLIES

108.00

12/09/2015 2:59 PM

PACKET: 01308 DECEMBER 9 PAYABLES VENDOR SET: 01 City of Falcon Heights

=== VENDOR TOTALS ===

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----GROSS P.O. # TOST DATE BANK CODE ------DESCRIPTION----- DISCOUNT G/L ACCOUNT -----ACCOUNT NAME----- DISTRIBUTION 01 ∠63 NEXTEL COMMUNICATIONS, INC 1-201512095605 CELL PHONES 62.44 12/09/2015 APBNK DUE: 12/09/2015 DISC: 12/09/2015 1099: N 101 4124-85015-000 CELL PHONE 62.44 CELL PHONES 62.44 === VENDOR TOTALS === \_\_\_\_\_ 01-06053 OREILLY AUTO PARTS I-1799-181964 77.88 FIRE DEPT- FLOOR DRI 12/07/2015 APBNK DUE: 12/07/2015 DISC: 12/07/2015 1099: N FIRE DEPT- FLOOR DRI 101 4124-70100-000 SUPPLIES 77.88 12.24 I-3243-458599 F350 SUPPLIES 12/07/2015 APBNK DUE: 12/07/2015 DISC: 12/07/2015 101 4132-70120-000 SUPPLIES 12.24 F350 SUPPLIES 90.12 === VENDOR TOTALS === 01-06115 TIMOTHY PITTMAN 73.60 I-201512075600 MILEAGE REIMB 12/07/2015 APBNK DUE: 12/07/2015 DISC: 12/07/2015 1099: N MILEAGE REIMB 101 4141-86101-000 MILEAGE 73.60 === VENDOR TOTALS === 73.60 \_\_\_\_\_\_ 01-06185 RAMSEY COUNTY I-RISK 1757 DEC DENTAL/DISABILITY/LIFE IN 12/09/2015 APBNK DUE: 12/09/2015 DISC: 12/09/2015 786.48 1099: N DEC DENTAL/DISABILITY/LIFE INS 101 4124-89000-000 MISCELLANEOUS === VENDOR TOTALS === 01-06303 REPUBLIC SERVICES I-923-2900397 DECEMBER WASTE REMOVAL 432.53 12/07/2015 APBNK DUE: 12/07/2015 DISC: 12/07/2015 1099: N 101 4131-82010-000 WASTE REMOVAL 432.53 DECEMBER WASTE REMOVAL

432.53

32 of 119

12/09/2015 2:59 PM

PACKET: 01308 DECEMBER 9 PAYABLES VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

P.O. # GROSS

-----ID-----TOST DATE BANK CODE ------DESCRIPTION-----DISCOUNT G/L ACCOUNT -----ACCOUNT NAME----- DISTRIBUTION 01 J49 ROSENBERG, NICHOLAS 163.22 I-201512095603 FIRE TRAINING BOOKS 12/09/2015 APBNK DUE: 12/09/2015 DISC: 12/09/2015 1099: N 101 4124-86020-000 TRAINING 163.22 FIRE TRAINING BOOKS === VENDOR TOTALS === 163.22 01-05374 TENNIS SANITATION LLC 5,769.00 I-1513628 NOVEMBER RECYCLING 12/09/2015 APBNK DUE: 12/09/2015 DISC: 12/09/2015 1099: N NOVEMBER RECYCLING 206 4206-82030-000 RECYCLING CONTRACTS === VENDOR TOTALS === 5,769.00 \_\_\_\_\_ 01-05195 TYLER TECHNOLOGIES 5,671.78 I-025-140449 ANNUAL SOFTWARE MAINT 2016 12/09/2015 APBNK DUE: 12/09/2015 DISC: 12/09/2015 1099: N 101 15500-000 PREPAID EXPENDITURES 5.671.78 ANNUAL SOFTWARE MAINT 2016 5,671,78 === VENDOR TOTALS === -----01-05870 XCEL ENERGY I-201512095602 ELECT, GAS 3,868.79 12/09/2015 APBNK DUE: 12/09/2015 DISC: 12/09/2015 1099: N 13.30 209 4209-85020-000 STREET LIGHTING POWER STREET LIGHTS 209 4209-85020-000 STREET LIGHTING POWER 56.85 STREET LIGHTS 209 4209-85020-000 STREET LIGHTING POWER STREET LIGHTS 47.39 STREET LIGHTS 209 4209-85020-000 STREET LIGHTING POWER 209 4209-85020-000 STREET LIGHTING POWER 64.57 STREET LIGHTS 209 4209-85020-000 STREET LIGHTING POWER 2,030.28 STREET LIGHTS 209 4209-85020-000 STREET LIGHTING POWER 54.30 STREET LIGHTS 209 4209-85020-000 STREET LIGHTING POWER 44.97 STREET LIGHTS 209 4209-85020-000 STREET LIGHTING POWER STREET LIGHTS 11.01 STREET LIGHTS 209 4209-85020-000 STREET LIGHTING POWER 101 4131-85030-000 NATURAL GAS 387.00 CITY HALL GAS 101 4141-85020-000 ELECTRIC/GAS 333.69 PARKS ELECT 101 4141-85020-000 ELECTRIC/GAS PARKS GAS 169.79 CURTISS FIELD ELECT 101 4141-85020-000 ELECTRIC/GAS 45.11

=== VENDOR TOTALS ===

3,868.79

101 4131-85020-000 ELECTRIC

101 4141-85020-000 ELECTRIC/GAS

=== PACKET TOTALS ===

CITY HALL ELECT

ICE RINK LIGHTS

35,330.92

530.00

25.87

| PAY PI | ERIOD | END | ING       |      | 12/28/2015 |
|--------|-------|-----|-----------|------|------------|
| DIRECT | DEPO  | SIT | EFFECTIVE | DATE | 12/28/2015 |

| EMP #   | NAME                | AMOUNT   |
|---------|---------------------|----------|
|         |                     |          |
| 0. 1013 | PETER C LINDSTROM   | 316.50   |
| 01-0016 | PAMELA M HARRIS     | 277.05   |
| 01-1005 | SACK THONGVANH      | 2,749.21 |
| 01-1017 | TIMOTHY J SANDVIK   | 1,581.46 |
| 01-1019 | KATHLEEN N THRASHER | 1,167.17 |
| 01-1136 | ROLAND O OLSON      | 1,899.43 |
| 01-1159 | SARA E ASCHENBECK   | 264.96   |
| 01-2154 | MAUREEN A ANDERSON  | 44.22    |
| 01-1018 | PAUL A MORETTO      | 1,670.19 |
| 01-0086 | RICHARD H HINRICHS  | 825.00   |
| 01-0095 | MICHAEL J POESCHL   | 115.44   |
| 01-0105 | ANTON M FEHRENBACH  | 322.71   |
| 01-0123 | BRYAN R SULLIVAN    | 110.96   |
| 01-0124 | MICHAEL D KRUSE     | 110.96   |
| 01-1030 | TIMOTHY J PITTMAN   | 2,478.24 |
| 01-1033 | DAVE TRETSVEN       | 1,415.73 |
| 01-1143 | COLIN B CALLAHAN    | 1,439.27 |
|         |                     | -,,      |
|         |                     |          |

TOTAL PRINTED:

17

16,788.50

12-28-2015 12:21 PM PAYROLL CHECK REGISTER PAYROLL NO: 01 City of Falcon Heights

PAGE: 1 PAYROLL DATE: 12/28/2015

| EMP NO | EMPLOYEE NAME            | TYPE | CHECK<br>DATE | CHECK<br>AMOUNT | CHECK<br>NO. |
|--------|--------------------------|------|---------------|-----------------|--------------|
| 01     | MERCER-TAYLOR, ELIZABETH | R    | 12/28/2015    | 277.05          | 087162       |
| OL     | LONG, CHARLES E          | R    | 12/28/2015    | 277.05          | 087163       |
| 0020   | BROWN THUNDER, JOSEPH C  | R    | 12/28/2015    | 277.05          | 087164       |
| 0034   | KURHAJETZ, CLEMENT       | R    | 12/28/2015    | 100.44          | 087165       |
| 0097   | GAFFNEY, PATRICK         | R    | 12/28/2015    | 115.44          | 087166       |
| 2172   | ARCAND, MICHAEL W        | R    | 12/28/2015    | 80.06           | 087167       |
|        |                          |      |               |                 |              |

12-28-2015 12:21 PM PAYROLL CHECK REGISTER

PAYROLL NO: 01 City of Falcon Heights

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

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PAGE: 2 PAYROLL DATE: 12/28/2015

REGULAR CHECKS: 1,127.09 6 16,788.50 DIRECT DEPOSIT REGULAR CHECKS: 17 MANUAL CHECKS: PRINTED MANUAL CHECKS:

DIRECT DEPOSIT MANUAL CHECKS: VOIDED CHECKS:

NON CHECKS:

23 17,915.59 TOTAL CHECKS:

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

\*\* END OF REPORT \*\*

| PAY F | PERIOD | ENDI | NG        |      | 12/15/2015 |
|-------|--------|------|-----------|------|------------|
| DIREC | T DEPO | SIT  | EFFECTIVE | DATE | 12/09/2015 |

| EMP #   | NAME                    | AMOUNT   |
|---------|-------------------------|----------|
| (       |                         |          |
| 0 .005  | SACK THONGVANH          | 2,749.21 |
| 01-1017 | TIMOTHY J SANDVIK       | 1,447.88 |
| 01-1019 | KATHLEEN N THRASHER     | 861.43   |
| 01-1136 | ROLAND O OLSON          | 1,672.24 |
| 01-1159 | SARA E ASCHENBECK       | 224.91   |
| 01-1018 | PAUL A MORETTO          | 1,670.19 |
| 01-0085 | DANIEL S JOHNSON-POWERS | 51.82    |
| 01-0086 | RICHARD H HINRICHS      | 134.52   |
| 01-0087 | MICHAEL A MCKAY         | 83.97    |
| 01-0095 | MICHAEL J POESCHL       | 1,182.73 |
| 01-0105 | ANTON M FEHRENBACH      | 103.54   |
| 01-0106 | SCOTT A TESCH           | 298.96   |
| 01-0123 | BRYAN R SULLIVAN        | 334.78   |
| 01-0124 | MICHAEL D KRUSE         | 122.33   |
| 01-0132 | ANDREW K TEMME          | 117.80   |
| 01-1030 | TIMOTHY J PITTMAN       | 2,424.06 |
| 01-1033 | DAVE TRETSVEN           | 1,415.73 |
| 01-1143 | COLIN B CALLAHAN        | 1,439.27 |
|         |                         |          |
|         |                         |          |

FOTAL PRINTED: 18

16,335.37

12-09-2015 10:41 AM PAYROLL CHECK REGISTER PAGE: 1 PAYROLL NO: 01 City of Falcon Heights PAYROLL DATE: 12/09/2015

|        |                       |      | CHECK      | CHECK  | CHECK  |
|--------|-----------------------|------|------------|--------|--------|
| EMP NO | EMPLOYEE NAME         | TYPE | DATE       | AMOUNT | NO.    |
| 00     | ANDERSON, KEVIN       | R    | 12/09/2015 | 122.00 | 087106 |
| 00     | GAFFNEY, PATRICK      | R    | 12/09/2015 | 78.54  | 087107 |
| 0119   | WICK, JEFFREY M       | R    | 12/09/2015 | 44.71  | 087108 |
| 0126   | SMITH, BENJAMIN J     | R    | 12/09/2015 | 136.60 | 087109 |
| 0128   | ROSENBERG, NICHOLAS M | R    | 12/09/2015 | 332.09 | 087110 |
| 0130   | RABEK, PAUL A         | R    | 12/09/2015 | 94.13  | 087111 |
| 0131   | THOMAS, DAVID M       | R    | 12/09/2015 | 99.98  | 087112 |
| 2172   | ARCAND, MICHAEL W     | R    | 12/09/2015 | 144.39 | 087113 |

PAYROLL CHECK REGISTER .2-09-2015 10:41 AM

AYROLL NO: 01 City of Falcon Heights

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

1,052.44 REGULAR CHECKS: 8 16,335.37 18 DIRECT DEPOSIT REGULAR CHECKS:

MANUAL CHECKS: PRINTED MANUAL CHECKS: DIRECT DEPOSIT MANUAL CHECKS:

VOIDED CHECKS: NON CHECKS:

TOTAL CHECKS: 17,387.81 26

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

\* END OF REPORT \*\*

PAGE: 2

PAYROLL DATE: 12/09/2015



| Meeting Date | January 13, 2016          |
|--------------|---------------------------|
| Agenda Item  | Consent F2                |
| Attachment   | N/A                       |
| Submitted By | Tim Sandvik, Deputy Clerk |

| Item        | Approval of City Licenses  |
|-------------|--|
| Description | The following individuals have applied for a Municipal Business License for 2016. Staff has received the necessary documents for licensure.  1. Premier Health 2. Twin Cities Laboratories 3. Bie Grand Enterprises Inc dba Hermes Floral 4. DM Massage / Coffman Ctr 5. Northern Tier Retail, LLC dba Super America #4353 |
|             | <ul><li>6. Martinizing Cleaners</li><li>7. James Kernik D.D.S.</li><li>8. Association of Metropolitan School Districts</li></ul>   |
|             | The following individuals have applied for a <u>Restaurant License</u> for 2016. Staff has received the necessary documents for licensure.  1. Piper D, LLC dba Toppers Pizza  |
|             | The following individuals have applied for an On Sale Liquor License for 2016. Staff has received the necessary documents for licensure.   |
|             | The following individuals have applied for a Refuse/Recycler's License for 2016. Staff has received the necessary documents for licensure.  1. Keith Krupenny & Sons Disposal Service, Inc  2. Walters Recycling and Refuse  |
|             | The following individuals have applied for a <u>Tobacco License</u> for 2016. Staff has received the necessary documents for licensure.  1. Northern Tier Retail, LLC dba Super America #4353  |
|             | The following individuals have applied for a <u>Tree Trimming/Treating/Removal</u> <u>Contractor's License</u> for 2016. Staff has received the necessary documents for  |
|             | licensure. 1. A-1 Walsh 2. Northern Arborists 3. Northeast Tree, Inc   |

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|                      | 4. Bartlett Tree Experts  |
|----------------------|---|
|                      | 5. Hugo's Tree Care, Inc  |
|                      | 6. Hiawatha Tree Services Inc   |
|                      | 7. Branch and Bough Tree Service and Landscape Care                                   |
|                      | 8. Rainbow Tree Care  |
|                      | The following individuals have applied for a <u>Therapeutic Massage License</u> for   |
|                      | 2016. Staff has received the necessary documents for licensure.                       |
|                      | 1. Massage by Amy   |
|                      | 2. DM Massage   |
|                      | The following individuals have applied for a <u>Home Occupation License</u> for 2016. |
|                      | Staff has received the necessary documents for licensure.                             |
|                      | 1. The Touch-Up Artist, Inc   |
|                      | 2. Massage by Amy   |
|                      | The following individuals have applied for a Gasoline Operator License for 2016.      |
|                      | Staff has received the necessary documents for licensure.                             |
|                      | 1. Northern Tier Retail, LLC dba Super America #4353                                  |
|                      | The following individuals have applied for a Retail Grocery License for 2016. Staff   |
|                      | has received the necessary documents for licensure.                                   |
|                      | Northern Tier Retail, LLC dba Super America #4353                                     |
| <b>Budget Impact</b> | N/A   |
| Attachment(s)        | N/A   |
| Action(s)            | Staff recommends that the Falcon Heights City Council approve the 2016 City           |
| Requested            | License Applications.   |
| requesteu            | Electibe Applications.  |
|                      |   |
|                      |   |
|                      |   |
|                      |   |



| Meeting Date | January 13, 2016               |
|--------------|--------------------------------|
| Agenda Item  | Consent F3                     |
|              |                                |
| Attachment   | Resolution                     |
| Submitted By | Roland Olson, Finance Director |

| Item                   | Designate Official Depositories for 2016  |
|------------------------|---|
| Description            | All investments are made according to State law and the City's Investment Policy. The City Administrator and/or Finance Director are authorized to deposit general and other funds therein and make investments and transfers for funds for the City of Falcon Heights. Collateral is furnished by the financial institutions as required by law. |
| <b>Budget Impact</b>   |   |
| Attachment(s)          | Resolution 2016-01 Designating the Official Depositories for the City of Falcon Heights   |
| Action(s)<br>Requested | Staff recommends approve of resolution for the official depositories for 2016.  |

# CITY OF FALCON HEIGHTS COUNCIL RESOLUTION

January 13, 2016

| Januar   | y 13, 2016  |
|--|---|
| No   | . 16-01   |
|  | IE OFFICIAL DEPOSITORIES FOR THE<br>CON HEIGHTS   |
| BE IT HEREBY RESOLVED, by the city of that the following financial institutions by the City of Falcon Heights: | council of the City of Falcon Heights<br>be designated as depositories for funds of   |
| US Bank National A<br>RBC Capital Marke<br>Morgan Stanley, LL<br>Wells Fargo Adviso<br>Minnesota Municip       | ors, LLC<br>ors, LLC<br>oral Money Market Fund (4M and 4M Plus Funds)<br>oral PMA Financial Network Inc (4M and 4M<br>ment Pools) |
| be furnished by the financial institutions   | and other funds therein and make<br>ne City of Falcon Heights. Collateral shall   |
| Moved by:  | Approved by:<br>Peter Lindstrom<br>Mayor  |
| LINDSTROM In Favor GUSTAFSON HARRIS Against  | Attested by: Sack Thongvanh City Administrator  |

BROWN THUNDER

FISCHER



| Meeting 1 | Date | January 13, 2016                     |
|-----------|------|--------------------------------------|
| Agenda    | Item | Consent F4                           |
| Attachr   | nent | Elected Official Out-of-State Travel |
|           |      | Policy                               |
| Submitte  | d By | Sack Thongvanh, City Administrator   |

| Item                   | Review of Elected Official Out-of-State Travel Policy  |
|------------------------|--|
| Description            | In 2005, the Minnesota State Legislature passed a requirement that cities adopt a policy that regulates out-of-state travel by elected officials. The Falcon Heights City Council adopted the attached policy on November 9, 2005. One provision of the statute is that the policy be reviewed annually by the City council. |
| <b>Budget Impact</b>   | N/A  |
| Attachment(s)          | Elected Official Out-of-State Travel policy  |
| Action(s)<br>Requested | Staff recommends that the Falcon Heights City Council affirm the attached City of Falcon Heights Elected Official Out-of-State Travel policy adopted November 9, 2005.   |

# City of Falcon Heights ELECTED OFFICIAL OUT-OF-STATE TRAVEL POLICY

<u>Purpose</u>: The City of Falcon Heights recognizes that its elected official may at times receive value from traveling out of the state for workshops, conferences, events and other assignments. This policy sets forth the conditions under which out-of-state travel will be reimbursed by the City.

### General Guidelines:

- 1. The event, workshop, conference or assignment must be approved in advance by the City Council at an open meeting and must include an estimate of the cost of the travel, and the use of a resolution detailing what exactly is being approved.
- 2. No reimbursements will be made for attendance at events sponsored by or affiliated with political parties.
- 3. The city may make payments in advance for airfare, lodging and registration if specifically approved by the council. Otherwise all payments will be made as reimbursements to the elected official.
- 4. The City will reimburse for transportation, lodging, meals, registration, and incidental costs using the same procedures, limitations and guidelines outlined in the city's Travel Policy.

Susan L. Gehrz, Mayor

Heather Worthington, City Administrator

Adopted November 9, 2005

45 of 119



| Meeting Date | January 13, 2016                   |
|--------------|------------------------------------|
| Agenda Item  | Consent F5                         |
| Attachment   | City Council Standing Rules        |
| Submitted By | Sack Thongvanh, City Administrator |

| Item                   | Review and Adopt Council Standing Rules   |
|------------------------|---|
| Description            | Each year at the first Council meeting, the City Council reviews the operating procedures it intends to use, and decides if changes are warranted.  Staff has no recommendations for changes in the standing rules at this time |
| <b>Budget Impact</b>   | N/A   |
| Attachment(s)          | City Council Standing Rules   |
| Action(s)<br>Requested | Staff would recommend adopting the Council Standing Rules for 2016.   |

### Amended January 11, 2006

### B. CITY COUNCIL STANDING RULES

### INTRODUCTION

In the belief that the best decisions are made by the best informed decision makers and that the public decision process is best served when the public has every opportunity to present views, the following rules are established to govern regular and special council meetings, as well as formal public hearings. There are several goals behind these rules.

- 1. In general, free and open discussion by all interested parties should be an essential part of the decision making process.
- 2. The council process should have as little procedural overhead as possible.
- 3. Time is better spent on substantial matters rather than proforma matters.

#### **MEMBERSHIP**

The formal council membership consists of the four council members and the mayor. All five have one vote each and all five can introduce motions. For purposes of leading the meeting, the mayor, or in the absence of the mayor, the acting mayor will be considered the chairperson.

#### RULES

#### Agenda

- To be considered, an item must be on the agenda and the agenda must be distributed to all of the council members and any other persons having responsibility for an item at least three working days prior to the meeting. An agenda can be modified with addenda by a majority vote, but this should be used only for minor items or items with extreme time constraints.
- 2. An item can be moved from the consent agenda to the action agenda at the request of any council member.
- 3. Since there will be an audience and cable TV viewers not familiar with each item, the chair will give a brief explanation of each item as it is addressed.

### Agenda (continued)

- 4. The order of items on the agenda need not be followed absolutely. The chair may adjust the order in the interest of:
  - a. Filling in time before a scheduled item, i.e. a public hearing.
  - b. Grouping several items to best make use of consultant time.
  - c. Accommodating individuals who have attended the meeting specifically to provide input on an item.

### <u>Process – Regular and Special Council Meetings</u>

- 1. For these proceedings, the council will use the "open discussion" procedure. That is, discussion is open to any member before or after a motion is made. This privilege is also extended to the city administrator, city clerk and any of the consultants who may have an interest in or can contribute to the item at hand.
- 2. At the discretion of the chair, this privilege is also extended to those members of the audience who wish to provide input. The chair may also rule out of order any input felt to be redundant, superfluous, or irrelevant.
- 3. The chair can make liberal use of the "unanimous consent" procedure. That is, items that in the judgment of the chair are likely to be unanimously approved, can be introduced for approval with the statement "If there are no objections... stands approved (or denied)." If any council member has an objection, the item reverts to the standard motion procedure. This "unanimous consent" procedure cannot be used for items requiring formal votes, i.e. resolutions, or for approval of the consent agenda.
- 4. The standard motion procedure is changed to <u>not</u> require a second. A motion need only to be considered. This also applies to amendments.
- 5. To eliminate confusion, only one amendment will be considered at a time and that amendment must be germane to the motion. An amendment cannot itself be amended. If a change to an amendment is deemed appropriate, the amendment should be withdrawn and reintroduced accordingly.
- 6. The general mode of voting will be by acclamation, but with enough clarity that the individual votes can be recorded in the minutes. If in doubt, the city clerk can request a clarification.

### <u>Process – Regular and Special Council Meetings (continued)</u>

- 7. The meeting will be recorded and the recording will be retained for three months following approval of the minutes for that meeting. The standard retention can be extended if, in the judgment of the mayor, city administrator, city clerk or any council member, such action is warranted. Council workshop sessions are open to the public but will not be recorded.
- 8. If the council action is the result of a resident request and that request is denied in whole or in part, reasons of fact supporting the denial will be made part of the public record.
- 9. No council meeting will extend beyond 10:30 PM except by unanimous vote. This rule is not subject to the modification or suspension provisions of the Standing Rules.

### Process - Public Hearings

Since a public hearing is a more formal procedure and often requires certain procedures and actions to be legal, the meeting rules are changed accordingly.

- 1. The primary aim of a public hearing is to take input from the public. To accomplish this in the most effective manner, the chair will introduce the hearing with an explanation of the issues. This explanation will be given by the chair or a person designated by the chair. The use of explanatory visual aids is encouraged.
- 2. Following the explanation, input from the public will be taken. Prior to accepting input, though, the chair will state the areas where input will be appropriate, the maximum time to be allotted to any individual presenter, and any other procedural rules deemed appropriate to guarantee that all concerned parties have a fair and adequate opportunity to be heard.
- 3. All individuals wishing to speak must identify themselves, their address, and speak into a recording microphone. Individuals not wishing to speak in public may provide a written statement. The council may take up to 15 minutes to review written statements presented at the meeting. If the council decides to not act on the issue at the public hearing meeting, it may, by majority vote, extend the time where written input will be taken to a day no later than one week before the next meeting where a deciding vote is planned.
- 4. All speakers are expected to be businesslike, to the point and courteous. Anyone not abiding by these rules will be considered out of order.
- 5. The council will refrain from initiating a discussion during the public input phase of the hearing except to clarify points brought up. These "points of information" requests should be held to a minimum.

- 6. Once the public testimony phase is complete, the chair will announce the public hearing to be closed and the council will revert back to its open discussion mode of operation. From this point on, public input will only be appropriate when solicited by the council.
- 7. It shall be the intent of the council to vote on the issue at the same meeting as the public hearing and as close in time to the public hearing as possible. Should it be necessary to defer voting until a later date, that procedure will be clearly explained to the audience.
- 8. No public hearing will extend beyond 10 PM.
- 9. If the motion contains conditions, as may occur in conditional use or variance requests, those conditions will be conveyed in writing to the requestor.
- 10. If the public hearing is the result of a resident request and that request is denied in whole or in part, reasons of fact supporting the denial will be made part of the public record.
- 11. If the public hearing is to set an assessment rate, the assessment formula(s) under discussion cannot be altered. This implies that the council has fully discussed any formulas prior to the hearing and that the appropriate legal, fiscal and engineering consultants have passed on formula(s) viability, legality and feasibility.
- 12. If the hearing is to set an assessment, it cannot be scheduled later than the first meeting in September. This is to allow time to correct any errors prior to the time needed to certify the rolls to the county.

### ADOPTION/MODIFICATION/SUSPENSION

These rules, with the exception of the mandatory 10:30 PM adjournment, can be adopted, modified or suspended in whole or in part by a <sup>3</sup>/<sub>4</sub> vote of the council. If suspended, they are automatically reinstated at the next meeting. Should they be suspended or a situation occurs that is not covered by the standing rules, Sikkink's Seven Motion System (attached) will apply.

#### ANNUAL REVIEW

These rules will be reviewed annually at the first meeting in January.

### **INTERPRETATION**

The chair will interpret the rules. However, the chair's interpretation can be appealed by any council member and can be overruled by a majority vote.

#### Attachment

#### SIKKINK'S SEVEN MOTION SYSTEM

### General Rules for a Simplified System of Parliamentary Procedure

- 1. The purpose of this decision making system is to allow efficient decision making that represents a majority position. Any motion, request, discussion or proposal, which seems to have as its purpose unreasonable delay, manipulation, or the goal of serving individual ends rather than group ends, can be ruled out of order by the chair. Such a ruling by the chair will be subject to the motion called appeal.
- 2. Free and open discussions are valued in this decision making system. For that reason, most motions are discussable and the motion to restrict discussion requires a 2/3 vote in order to pass. In recognizing persons for discussion, the chair first recognizes the person who made the motion, next recognizes other persons and always recognizes a person who has not spoken over a person who has already participated in the discussion. As far as possible, the chair should try to alternately recognize persons representing different viewpoints.
- 3. In examining the chart on the following page, you will note that five of the seven motions are amendable. However, only one amendment at a time may be considered. As soon as that amendment is passed or defeated, another amendment may be proposed.
- 4. The number in front of the motion listed indicates the rank of each motion. Thus, #1 General motions are lowest in rank, and #7 Restrict Debate motions are highest in rank. Two rules apply:
  - (1) You usually cannot consider two motions of the same rank at the same time,
  - (2) If a motion of one rank is being considered, a motion of the same rank or lower rank is usually out of order, but a motion of higher rank is in order.

While these rules generally apply, the chair may allow some flexibility in certain circumstances. These situations almost always occur with motions #5, 6 and 7. For example, if #7 - "Restrict Discussion" is being discussed and a member wants a secret ballot vote on the matter, Request, while lower in rank, could be used to accomplish this purpose. The chair is allowed to make all decisions on exceptions, but all such decisions are subject to appeal.

# SIKKINK'S SEVEN MOTION SYSTEM TABLE

Applies

| Motion                    | <u>Purpose</u>   | To What Situations             | Needs<br><u>Recognition</u> | Needs<br><u>Second</u> | Can be <u>Discussed</u> | Amendable | Vote<br><u>Required</u>               |
|---------------------------|--|--------------------------------|-----------------------------|------------------------|-------------------------|-----------|---------------------------------------|
| 1. Restrict<br>Discussion | To stop or limit discussion  | All discussable motions        | Yes                         | Yes                    | Yes                     | Yes       | 2/3                                   |
| 2. Appeal                 | To let the group<br>vote on a<br>chair's decision                    | To decision of the chairperson | No                          | Yes                    | Yes                     | No        | Majority                              |
| 3. Request                | Not a motion but a<br>way to question,<br>challenge, or seek<br>help | Any appropriate situation      | No                          | No                     | No                      | No        | Chair decides<br>subject<br>to appeal |
| 4. Postpone               | To delay action on<br>any general motion<br>to a future time         | General<br>motions             | Yes                         | Yes                    | Yes                     | Yes       | Majority                              |
| 5. Refer                  | To have a general motion studied by a committee                      | General<br>motions             | Yes                         | Yes                    | Yes                     | Yes       | Majority                              |
| 6. Meeting Termination    | To recess during a meeting or to end a meeting                       | Made to recess or adjourn      | Yes                         | Yes                    | Yes                     | Yes       | Majority                              |
| 7. General                | To bring up<br>business for<br>majority decisions<br>by the group    | For doing business             | Yes                         | Yes                    | Yes                     | Yes       | Majority                              |



| <b>Meeting Date</b> | January 13, 2016       |
|---------------------|------------------------|
| Agenda Item         | Consent F6             |
| Attachment          | N/A                    |
| Submitted By        | Peter Lindstrom, Mayor |

| Item                   | Council/City Commission Liaison Assignments  |
|------------------------|--|
| Description            | Councilmembers are each assigned to serve as a liaison between City Council and various commissions each year. Assignments for 2016 are as follows:  • Planning Commission – Pam Harris  • Community Engagement Commission – Tony Fischer  • Parks and Recreation Commission – Randy Gustafson  • Environment Commission – Peter Lindstrom  • Northeast Youth and Family Services – Joe Brown Thunder  • North Suburban Cable Commission – Susan Majerus |
| <b>Budget Impact</b>   | N/A  |
| Attachment(s)          | N/A  |
| Action(s)<br>Requested | I recommend approval of the above assignments.   |



| <b>Meeting Date</b> | January 13, 2016       |
|---------------------|------------------------|
| Agenda Item         | Consent F7             |
| Attachment          | N/A                    |
| Submitted By        | Peter Lindstrom, Mayor |

| Item                   | Appointment of Acting Mayor  |
|------------------------|--|
| Description            | Periodically, the Mayor's absence requires that official duties (such as signing official documents, running City Council meetings, etc.) need to be conducted in a timely manner. Past practice has been to rotate this position among the various City Council Members. The 2015 Acting Mayor was Council Member Charles Long.  The Mayor still retains the right to name other Council Members as Acting Mayor when planned absences are anticipated, but the formal designation of an Acting Mayor allows for continuity of operations in the case of an emergency or unplanned absence. |
| <b>Budget Impact</b>   | N/A  |
| Attachment(s)          | N/A  |
| Action(s)<br>Requested | I recommend that the Falcon Heights City Council approve Council Member Joe<br>Brown Thunder as the 2016 Acting Mayor.   |



| Meeting Date | January 13, 2016       |
|--------------|------------------------|
| Agenda Item  | Consent F8             |
| Attachment   | NA                     |
| Submitted By | Peter Lindstrom, Mayor |

| Item                 | 2016 Commission Appointments   |
|----------------------|--|
| Description          | Each year the City Council appoints residents to serve on various city commissions. Below are my recommendations for residents to serve three year terms (2016-2018), as directed by the City Code:  Mary Hannon Jacobson (Parks and Recreation Commission) 2 <sup>nd</sup> Term |
|                      | Dave Thomas (Parks and Recreation Commission) 2 <sup>nd</sup> Term   |
|                      | Michael Breen (Parks and Recreation Commission) 2 <sup>nd</sup> Term   |
|                      | Jay Colond (Community Engagement Commission) 2 <sup>nd</sup> Term  |
|                      | Kathryn Hartman (Environment Commission) 2 <sup>nd</sup> Term  |
|                      | Patricia Holmes (Environment Commission) 2 <sup>nd</sup> Term  |
| <b>Budget Impact</b> | N/A  |
| Attachment(s)        |  |
| Action(s)            | I recommend that the residents listed above be appointed to their second three year  |
| Requested            | terms to their respective commissions.   |



| Meeting Date | January 13, 2016               |
|--------------|--------------------------------|
| Agenda Item  | Consent F9                     |
| Attachment   | N/A                            |
| Submitted By | Roland Olson, Finance Director |

| Item                   | Mileage reimbursement rate for 2016   |
|------------------------|---|
| Description            | The business mileage reimbursement rate allowed by the IRS is 54.0 cents per mile effective January 1, 2016. This is a 3.5 cent per mile decrease in the mileage rate allowed by the IRS in 2015. |
| <b>Budget Impact</b>   | The mileage reimbursement rate is 54.0 cent per mile effective January 1, 2016.   |
| Attachment(s)          | N/A   |
| Action(s)<br>Requested | Staff recommends allowing the IRS approved reimbursement mileage rate of 54.0 cents per mile when employees use their personal vehicles for city business.  |



| <b>Meeting Date</b> | January 13, 2016                   |  |  |  |
|---------------------|------------------------------------|--|--|--|
| Agenda Item         | Consent F10                        |  |  |  |
| Attachment          | 2016 NYFS Agreement and Letter of  |  |  |  |
|                     | Intent                             |  |  |  |
| Submitted By        | Sack Thongvanh, City Administrator |  |  |  |

| Item                   | 2016 NYFS Cooperative Service Agreement  |
|------------------------|--|
| Description            | For many years now, the City of Falcon Heights has been a partner with Northeast Youth and Family Services (NYFS). Some of the services they provide include senior chore services and diversion programs for youth in various law enforcement cases. Each year the City allocates money in the general fund to help pay for these services. |
|                        | Attached is the 2016 Agreement that NYFS is asking all of their partner cities to approve. The City Attorney has reviewed the agreement and staff is recommending approval.  |
| Budget Impact          | <ul> <li>2016 Contribution of \$8,927 which is accounted for in the 2016 Budget.</li> <li>2015 Contribution of \$8,892 which is accounted for in the 2015 Budget.</li> </ul>   |
| Attachment(s)          | <ul> <li>Letter of Intent</li> <li>2015 NYFS Agreement (Example)</li> </ul>  |
| Action(s)<br>Requested | Staff recommends Council approval of the 2016 NYFS Agreement and authorization of the Mayor and City Administrator to sign all associated documents.   |

July 2, 2015

Sack Thongvanh, City Administrator City of Falcon Heights 2077 Larpenteur Avenue Falcon Heights, MN 55113

Dear Sack,

One of the many things we are proud of at NYFS is our partnerships with organizations in the community. Working together we ensure critical services are available for those in need and that precious resources are used wisely.

Over the years our partnerships with local municipalities have ensured services within their local community and contributed to a strong region. With the merger in 2012, we now partner with 15 municipalities across the northeast metro area.

In 2010 the city administrators from our partner municipalities and NYFS met and decided that the June CPI-U would be used to determine each city's contribution for the coming year. Currently the CPI-U for June 2015 is .04. As a result, we are proposing that your City Participation amount would be \$8,927, a .04% increase over 2015.

We're sending you this correspondence now to aid in your planning for your next fiscal year. In November we will seek confirmation of the amount you are budgeting for your collaborative support of NYFS. In the meantime if you have any questions please don't hesitate to contact me at (651)-379-3404 or at jerry@nyfs.org.

Thank you for your continued support of NYFS. We are honored that you consider us worthy of your support and look forward to our ongoing partnership as we work in tandem to serve the residents of our area.

Sincerely,

Jerry Hromatka President & CEO

# **AGREEMENT**

### I. PARTIES

This agreement is made and entered into by and between the City of Falcon Heights Minnesota ("City") and Northeast Youth and Family Services ("NYFS").

### II. RECITALS

- A. NYFS is a non-profit social service agency whose mission is to meet the unmet developmental needs of at-risk youth and families within their community environment with emphasis on providing services through collaboration and coordination with existing community resources. These services are available to youth and families residing in the northern suburbs of Ramsey County, including, but not limited to, the municipalities which are signatory to agreements which are identical to this Agreement ("participating municipalities") and students and families from Independent School Districts 621, 622, 623, 624, 282 and 832.
- B. Through this Agreement the City intends to contract with NYFS to provide such services to its residents and to act as a sponsor of NYFS by providing financial support, a method to establish appropriate services to be provided and policy guidance for its activities.
- C. This Agreement shall be used as the formal agreement between NYFS and each of the participating municipalies. This Agreement is intended to continue the spirit of cooperation and collaboration in the provision of social services between the City and NYFS.

### III. TERMS AND CONDITIONS

In consideration of the mutual understandings of this Agreement, the parties hereby agree as follows:

- A. <u>Prior Agreements Cancelled</u>. By execution of this Agreement any prior agreements and amendments thereto between the parties are hereby cancelled.
- B. <u>Services Provided</u>. NYFS shall provide the City and its residents with youth and family programs set forth in the Addendum attached hereto.
- C. <u>Principles of Service and Program Establishment and Operations</u>. On a yearly basis and prior to submission of its annual budget, as provided for hereafter, NYFS shall:
  - Report regarding proposed changes in services and programs to the City; and

2. Establish a fair and open bidding/request for proposal (RFP) process to contract, manage or provide such services and programs, which are not directly provided by NYFS staff.

### D. Funding

- In addition to the participating municipalities' share of the annual budget, funds for the operation of NYFS will be raised by NYFS endeavoring to secure user fees, grants and appropriations from private organizations, the State of Minnesota, Federal and County agencies, and other legal and appropriate sources.
- 2. The City shall pay annually to NYFS the base amount listed in Exhibit A. This base amount will be adjusted annually for inflation/deflation using the Standard Metropolitan Statistical Area Consumer Price Index for All Urban Consumers (CPI-U). Such adjustment shall not exceed plus or minus 3% in any year. Any adjustment in the payment beyond those indicated by reference to the CPI-U shall require approval of each of the participating municipalities.
- Any new City joining into this agreement will pay a base amount annually to NYFS that is on par with the amount paid by current participating municipalities.
- 4. Amounts payable by the City shall be paid to NYFS on or before January 30<sup>th</sup> of each year, or at a date mutually agreed upon by both parties, to cover the City's share for that year.
- E. <u>Board of Directors</u>. This agreement is contingent upon the City having a designated seat on the Board of Directors. The Board of Directors shall be limited to not more than 30 Board members.
- F. <u>Further Obligations of NYFS</u>. In addition to the obligations set forth elsewhere in this Agreement, this Agreement is further contingent upon NYFS doing the following:
  - 1. The Bylaws of NYFS shall be amended to add provisions requiring an open process for contracting services as provided for in paragraph C.2., above, and prohibiting NYFS from supporting or opposing individual candidates for election to public office in any of the participating municipalities; and adding the requirement that IRS 501.C3 status be maintained.
  - 2. On or before June 30, of any year NYFS shall submit the proposed city budgeted amount for the subsequent year.

- On or before November 30, of any year NYFS shall submit a written report to the City including an Annual Report, the audited financial statement, and a program specific summary of services provided to the municipality; in addition, 30 days from the end of each calendar quarter, NYFS shall submit a written report to the participating municipality.
- Periodically advising the City of services available through NYFS to the City's residents;
- Establishing a sliding scale for services available through NYFS to the City's residents and periodically advising the City of such fees;
- Providing other reasonable information requested by the City;
- 7. Purchasing a policy of liability insurance in the amount of at least \$1,500,000.00, naming the City as an additional insured and providing a copy of the insurance certificate evidencing such policy to the City;
- 8. Provide the City with a copy of its Articles of Incorporation, Bylaws, Amendments thereto, and the IRS tax exempt status letter;
- NYFS shall defend and indemnify the City from any and all claims or causes of actions brought against the City of any matter arising out of this Agreement or the services provided pursuant to this Agreement; and,
- Without the written approval of the City, NYFS will not enter into any agreement with any other city which differs from the terms and conditions of this Agreement.
- G. Term. The term of this agreement will be through December 31, 2015. Unless either party gives at least 6 months written notice of its intent to cancel this Agreement effective December 31 of the year in which the notice is made, NYFS will continue to provide services to the City if a successor agreement has not been executed prior to the end of the term.
- H. (A) Distribution of Assets Upon Dissolution.

If NYFS ceases to operate, the Board of Directors will do one of the following:

- Give the assets to one or more non-profit agencies providing similar social services in the northern suburbs of Ramsey County; or,
- 2. Form a new Foundation to fund appropriate social service programming in the northern suburbs of Ramsey County.

The final Distribution of Assets Plan must be approved by the Ramsey County District Court.

### (B) Deviation from the Mission.

If the City Council determines that NYFS has materially deviated from its mission (See II. Recitals, A.), the City Council may ask the NYFS Board of Directors to consider dissolving the agency and liquidating the assets. The Board will do one of the following:

- Consider the request and by a majority vote deny it.
- Consider the request and by a majority vote agree to modify the programs to be consistent with the mission.
- 3. Consider the request and by a majority vote agree with the request and move to dissolve the agency and liquidate the assets.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on this date set forth below.

| CITY OF                           |                                 |  |
|-----------------------------------|---------------------------------|--|
| Ву:                               | Elected Official                |  |
| Its:                              | Clerk/Manager                   |  |
| Dated:                            |                                 |  |
| NORTHEAST YOUTH & FAMILY SERVICES |                                 |  |
| Ву:                               | President/CEO                   |  |
| Its:                              | Chair of the Board of Directors |  |
| Dated                             | 10141119                        |  |

10/2014

### Northeast Youth & Family Services

NYFS services fall into two categories: mental health services and youth development programs. By serving both areas within our agency, we can provide a continuum of care. This has proven beneficial because although mental health and youth development have similar goals, their distinctions also complement each other.

### **Contracted Services**

#### **Mental Health Services:**

Mental Health Counseling – licensed mental health staff provide therapy for the emotional health of children, teens and adults.

### **Youth Development Programs:**

- Youth Diversion a coordinated range of services for youth who have committed minor offenses (e.g. shoplifting, chemical/alcohol use, vandalism) to help them focus on positive behavior and prevent recidivism.
- Senior Chore Program youth and other adults complete seasonal and household tasks to help seniors remain independent.

#### **Non Contracted Services**

# **Mental Health Services:**

 Northeast Educational & Therapeutic Services (NETS) – provides academics and therapy for youth with mental illnesses who can not function in traditional school environments in grades 6-12.

### Youth Development Programs:

 Out of School Time – underperforming youth receive support to increase grades, explore career and educational opportunities, and develop leadership in the community. Exhibit A

# Northeast Youth & Family Services City Participation Figures

|                | <u>2009</u>           | <u>2010</u>                   | <u>2011</u>              | <u>2012</u>           | <u>2013</u>                   | <u>2014</u>                  |      | 2015                        |
|----------------|-----------------------|-------------------------------|--------------------------|-----------------------|-------------------------------|------------------------------|------|-----------------------------|
|                | 3% increase from 2008 | 1.4% decrease<br>CPI-U @ 6-09 | Same as 2010 no increase | 3% increase from 2011 | 1.7% increase<br>CPI-U @ 6-12 | 1.1% increase<br>CPI-U @6-13 |      | 2.1% increase<br>CPI-U 6-14 |
| Falcon Heights | 8,341                 | 8,224                         | 8,224                    | 8,471                 | 8,615                         | 8,709                        | 1.02 | 8,892                       |



# REQUEST FOR COUNCIL ACTION

| Meeting Date | January 13, 2016                   |
|--------------|------------------------------------|
| Agenda Item  | Consent F11                        |
| Attachment   | 2016 Consultant Services Agreement |
| Submitted By | Sack Thongvanh, City Administrator |

| Item                   | 2016 Greater Metropolitan Housing Corporation Cooperative Service Agreement   |
|------------------------|---|
| Description            | The City of Falcon Heights has historically partnered with the Housing Resource Center (HRC) so that our residents have access to resources such as Ramsey County loan funds, scope of service/bid preparation, contractor lists, and numerous other services. The annual cost of this contract continues to be \$2,000. The draft 2016 Consultant Services Agreement is attached to this report. |
| <b>Budget Impact</b>   | The \$2,000 cost associated with this contract is included in the adopted 2016 operating budget.  |
| Attachment(s)          | 2016 Consultant Services Agreement  |
| Action(s)<br>Requested | Staff recommends that the Falcon Heights City Council adopt the attached 2016 Consultant Services Agreement with the Greater Metropolitan Housing Corporation.  |

Families, Fields and Fair

### CONSULTANT SERVICES AGREEMENT

THIS IS AN AGREEMENT entered into the \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the City of Falcon Heights, a Minnesota municipal corporation, ("the City"), and GREATER METROPOLITAN HOUSING CORPORATION, a Minnesota non-profit corporation ("Consultant").

### **RECITALS**

- A. The Consultant has a division called The Housing Resource Center ("HRC"). GMHC has agreed to provide certain Services through HRC (as defined below) in connection with the City's housing program.
- B. The City desires to hire the Consultant to render this technical, professional, and marketing assistance in connection with housing programs in the City for the term as set forth in this Agreement.
- C. Consultant is willing to provide such services on the terms and conditions set forth herein.

In consideration of the foregoing recitals and following terms, conditions and mutual promises contained herein, the parties agree as follows:

- 1. <u>Scope of Services</u>. The Consultant shall provide services as follows (the "Services"):
- b. Administer the following home improvement programs for residents of the City of Falcon Heights: MHFA Fix Up Fund, the MHFA Rental Rehab Program, the MHFA Emergency and Accessibility Program (collectively the "MHFA Programs"):
  - 1. Providing information to residents and property owners about the programs, upon request;
  - 2. Assist the City in developing procedures for the programs;
  - 3. Receipt of applications from residents;
  - 4. Processing applications;
  - 5. Closing loans to qualified applicants in accordance with the applicable program;
  - 6. Overseeing the draw process for the funds, including, as necessary, reviewing draws, reviewing the progress of the work and collecting lien waivers and certificates of occupancy. Consultant may, for this purpose, rely on third-party representations and certifications.
  - 7. Provide monthly reports about the number of loans closed and the balance in each loan program.

- c. Assist City residents considering rehabilitation, including property visits, meet with homeowners and potential contractors, suggest alternatives for rehabilitation to homeowners, educate homeowners on the construction bid process, and assist homeowners to evaluate bids, work completed and construction progress.
- d. Provide HRC housing information to City residents, including information on emergency assistance, housing rehabilitation, first time homebuyers and limited rental information;
- e. Assist the City in developing programs to purchase and rehabilitate homes;
- f. Coordinate these services out of Consultant's Housing Resource Center, 1170 Lepak Court, Shoreview, MN 55126; and
- g. Have Consultant's staff visit residences as determined necessary by Consultant.
- 2. <u>Term.</u> This Agreement shall be in full force and effect from January 1, 2016 and shall continue through December 31, 2016, unless otherwise terminated as set forth below.
- 3. <u>Compensation</u>. For services provided under this Agreement, the City shall pay to the Consultant Two Thousand Dollars (\$2,000.00) within thirty (30) days after execution of this Agreement.

The Consultant shall receive compensation for administering the MHFA Programs directly from the Minnesota Housing Finance Agency and not from the City.

- 4. <u>Termination</u>. Notwithstanding any other provision hereof to the contrary, this Agreement may be terminated as follows:
  - a. The parties, by mutual written agreement, may terminate this Agreement at any time in which case the parties shall agree to the amount of fees payable to Consultant.
  - b. The City may terminate this Agreement upon the breach by Consultant of any of its material covenants contained herein, where such breach shall have continued for a period of thirty (30) days following the receipt by Consultant of a written notice from the City, specifying the alleged breach; provided, however, if the nature of a non-monetary breach is such that Consultant cannot reasonably cure same in the thirty (30) day period, Consultant shall not be deemed to be in breach if it commences to cure within the thirty (30) day period, and diligently pursues same to completion within ninety (90) days following receipt by Consultant of such written notice. In the event of termination by the City hereunder, Consultant shall be entitled to fees due to the date the notice of breach is sent by the City.
  - c. If Consultant or City (as applicable) (i) files a voluntary petition in bankruptcy (ii) files a voluntary petition for reorganization under any bankruptcy law, statute

or regulation or other similar statute or regulation, (iii) is adjudicated a bankrupt, (iv) makes an assignment for the benefit of creditors or applies for or consents to the appointment of a receiver or trustee as part of or in conjunction with a "creditor plan" with respect to any substantial part of its assets, or (v) a receiver or trustee is appointed, or an attachment or execution levied with respect to any substantial part of its assets, and said appointment is not vacated, or the attachment or execution not released, within sixty (60) days, then this Agreement shall, effective as of such date, without notice or further action by either party, immediately terminate.

d. Consultant may terminate this Agreement upon the breach by City of any of its material covenants contained herein, where such breach shall have continued for a period of thirty (30) days following the receipt by City of a written notice from Consultant, specifying the alleged breach; provided, however, if the nature of a non-monetary breach is such that City cannot reasonably cure same in the thirty (30) day period, City shall not be deemed to be in breach if it commences to cure within the thirty (30) day period, and diligently pursues same to completion within ninety (90) days following receipt by City of such written notice. In the event of termination by Consultant hereunder. Consultant shall be entitled to retain the entire fee under this Agreement.

### 5. <u>Insurance</u>.

- a. During the term of this Agreement, the Consultant shall obtain and maintain workers compensation, comprehensive general liability, and automobile liability insurance. Comprehensive general liability insurance shall have an aggregate limit of Two Million Dollars (\$2,000,000.00).
- b. Upon request by the City, the Consultant shall provide a certificate or certificates of insurance relating to the insurance required. Such insurance secured by the Contractor shall be issued by insurance companies licensed in Minnesota. The insurance specified may be in a policy or policies of insurance, primary or excess.
- c. Such insurance shall be in force on the date of execution of an Agreement and shall remain continuously in force for the duration of the Agreement.

### 6. **Indemnification**.

a. Notwithstanding anything to the contrary in this Agreement, the City, its officers, agents, and employees shall not be liable or responsible in any manner to the Consultant, the Consultant's successors or assigns, the Consultant's subcontractors, or to any other person or persons for any third party claim, demand, damage, or cause of action of any kind, nature, or character, including intentional acts, arising out of or by reason of the performance of this Agreement by Consultant. The Consultant, and the Consultant's successors or assigns, agree to protect, defend and save the City, and its officers, agents, and employees, harmless from all third party

claims, demands, damages, and causes of action, to the extent caused by the negligence or wrongful acts of Consultant, and the costs, disbursements, and expenses of defending the same, including but not limited to, attorneys fees, consulting services, and other technical, administrative or professional assistance.

- b. Nothing in this Agreement shall constitute a waiver or limitation of any immunity or limitation of any immunity or limitation on liability to which the City is entitled under Minnesota Statutes, Chapter 466, or otherwise.
- 7. **Assignment**. This Agreement shall not be assigned, sublet, or transferred, in whole or in part without the prior written approval of the City.
- 8. <u>Conflict of Interest</u>. The Independent Contractor shall use best efforts to meet all professional obligations to avoid conflicts of interest and appearances of impropriety in representation of the City. In the event of a conflict, the Independent Contractor, with the prior written consent of the City, shall arrange for suitable alternative services.
- 9. <u>Compliance with Laws</u>. The Consultant shall comply with all applicable Federal, State, and local laws, rules, ordinances, and regulations at all times and in the performance of the services pursuant to this Agreement.
- 10. <u>Notices</u>. Any notices permitted or required by this Agreement shall be deemed given when personally delivered or upon deposit in the United States mail, postage fully prepaid, certified, return receipt requested, addressed to:

Consultant: Greater Metropolitan Housing Corporation

15 South 5<sup>th</sup> Street, Suite 710 Minneapolis, MN 55402 ATTN: Suzanne Snyder

City: Attn: City Administrator

City of Falcon Heights

2077 West Larpenteur Avenue Falcon Heights, MN 55113

Or such other address as either party may provide to the other by notice given in accordance with this provision.

- 11. **Entire Agreement**. This Agreement, any attached exhibits and any addenda or amendments signed by the parties shall constitute the entire agreement between the City and the Consultant, and supersedes any other written or oral agreements between the City and the Consultant. This Agreement can only be modified in writing signed by the City and the Consultant.
- 12. <u>Third Party Rights</u>. The parties to this Agreement do not intend to confer on any third party any rights under this Agreement.

- 13. <u>Counterparts</u>. This Agreement may be signed in one or more counterparts but all of which taken together shall constitute one instrument.
- 14. <u>Choice of Law and Venue</u>. This Agreement shall be governed by and construed in accordance with the laws of the state of Minnesota. Any disputes, controversies, or claims arising out of this Agreement shall be heard in the state or federal courts of Minnesota, and all parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.
- 15. **Agreement Not Exclusive**. The City retains the right to hire other housing program consultants, in the City's sole discretion.
- 16. <u>Data Practices Act Compliance</u>. Data provided to the Consultant or created by the Consultant under this Agreement shall be administered in accordance with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, as amended.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement on the respective dates indicated below.

| CITY:                                 |                       |
|---------------------------------------|-----------------------|
| CITY OF FALCON HEIGHT                 | TS                    |
| Ву:                                   |                       |
| Its: Mayor                            |                       |
| Date:                                 | _, 2016.              |
| By:<br>Its: <u>City Administrator</u> |                       |
| Date:                                 | _, 2016.              |
|                                       |                       |
| CONSULTANT:                           |                       |
| GREATER METROPOLITA                   | N HOUSING CORPORATION |
| Ву:                                   |                       |
| Its: <u>President</u>                 |                       |
| Date:                                 | , 2016.               |



# REQUEST FOR COUNCIL ACTION

| Meeting Date | January 13, 2016                       |
|--------------|--|
| Agenda Item  | Consent F12                            |
| Attachment   | Joint Powers Agreement & Final Invoice |
| Submitted By | Sack Thongvanh, City Administrator     |

| Item                   | Capitol Region Watershed District - Curtiss Field Improvement Project-Final Payment   |
|------------------------|---|
| Description            | In 2014, the City entered into a joint powers agreement with Capitol Region Watershed District to conduct storm water and flood mitigation improvement at Curtiss Field. The project was identified in the "Curtiss Pond Improvement Project Feasibility Study" report dated August 28, 2013. |
|                        | The City and the Watershed agreed to share the cost of a 65/35 County/City split. The total cost of the project was \$541,431.00. The total project cost came in 5.9% below budget.   |
| Budget Impact          | This amount has been allocated in the budget.   |
| Attachment(s)          | <ul><li> Joint Powers Agreement</li><li> Final Invoice</li></ul>  |
| Action(s)<br>Requested | Staff would recommend final payment to Capitol Region Watershed District in the amount of \$189,501.00 that reflects the construction and engineering costs detailed in the Joint Powers Agreement and final cost breakdown matrix.   |

Families, Fields and Fair



# **Capitol Region Watershed District**

1410 Energy Park Drive, Suite 4 • Saint Paul, MN 55108 T: (651) 644-8888 • F: (651) 644-8894 • capitolregionwd.org

December 23, 2015

Mr. Sack Thongvanh, Administrator City of Falcon Heights 2077 W. Larpenteur Ave. Falcon Heights, MN 55113

RE: Request for Reimbursement - Curtiss Pond Improvement Project

Dear Sack:

The Capitol Region Watershed District is requesting reimbursement for the actual construction and engineering costs for the Curtiss Pond Improvement Project made under our Cooperative Construction Agreement. We are requesting \$189,501. This amount reflects the construction and engineering costs detailed in our joint powers agreement and in the following enclosure. The total project costs came in 5.9% below budget.

Thank you for your support and assistance on this project. If you have any questions or need additional information please feel free to contact me.

Sincerely,

**Bob Fossum** 

Water Resource Project Manager

enc:

Curtiss Pond Improvement Project—Expense and Financing Summary Curtiss Pond Improvement Project—Construction and Engineering Detail

Joint Powers Agreement, Curtiss Pond Project

cc:

Jesse Freihammer, Falcon Heights City Engineer, w/enc.

W:\06 Projects\Curtis Field\Coop Agreement\Reimbursement Request Letter, 12-23-2015.docx

# Curtiss Pond Improvement Project Final Project Budget vs Actual Summary Table

12/21/2015

|  | Budget  | Actual   |   | Difference (\$)   | Difference (%)   |
|--|---|--|---|---|--|
| Construction, Contingency                  |   | \$376,131  |   |   |  |
| Base Engineering (Houston Eng. Inc.)       | \$81,600  |  |   |   |  |
| Design and InstallationOptiRTC (Geosyntec) | \$70,000  | \$72,500   |   | \$2,500   |  |
|  |   |  |   |   |  |
| Total                                      | \$575,600   | \$541,431  |   | -\$34,169   | -5.9%  |
| CRWD                                       | \$375,600   | \$351.930  |   | -\$23,670   | -6.3%  |
| Falcon Heights                             |   |  |   |   |  |
| Total                                      | \$575,600   | \$541,431  |   | -\$34,169   |  |
|  |   |  |   |   |  |
|  |   |  |   |   |  |
|  | Construction, Contingency Base Engineering (Houston Eng. Inc.) Design and InstallationOptiRTC (Geosyntec)  Total  CRWD Falcon Heights | Base Engineering (Houston Eng. Inc.) \$81,600  Design and InstallationOptiRTC (Geosyntec) \$70,000  Total \$575,600  CRWD \$3375,600  Falcon Heights \$200,000 | Construction, Contingency       \$424,000       \$376,131         Base Engineering (Houston Eng. Inc.)       \$81,600       \$92,800         Design and InstallationOptiRTC (Geosyntec)       \$70,000       \$72,500         Total       \$575,600       \$541,431         CRWD       \$375,600       \$351,930         Falcon Heights       \$200,000       \$189,501 | Construction, Contingency       \$424,000       \$376,131         Base Engineering (Houston Eng. Inc.)       \$81,600       \$92,800         Design and InstallationOptiRTC (Geosyntec)       \$70,000       \$72,500         Total       \$575,600       \$541,431         CRWD       \$375,600       \$351,930         Falcon Heights       \$200,000       \$189,501 | Construction, Contingency         \$424,000         \$376,131         -\$47,869           Base Engineering (Houston Eng. Inc.)         \$81,600         \$92,800         \$11,200           Design and InstallationOptiRTC (Geosyntec)         \$70,000         \$72,500         \$2,500           Total         \$575,600         \$541,431         -\$34,169           CRWD         \$375,600         \$351,930         -\$23,670           Falcon Heights         \$200,000         \$189,501         -\$10,499 |

Note: Budget amounts were defined in the Joint Powers Agreement between Falcon Heights and CRWD dated 4/18/2014

|                             | Amount   | Revised Total  |
|-----------------------------|--|--|
|                             | \$329,692.00   |  |
| Regulated Fill              |  |  |
| Regulated Fill              |  |  |
| Ice Rink Erosin Control     |  |  |
| Light Pole Remove/Reinstall | \$1,513.00   |  |
|                             |  | \$376,376.00   |
| Date Paid                   | Amount   |  |
|                             |  |  |
| 1/23/2015                   |  |  |
| 3/31/2015                   |  |  |
| 12/21/2015                  | \$23,376.08  |  |
|                             |  | \$376,130.79   |
|                             | Regulated Fill Ice Rink Erosin Control Light Pole Remove/Reinstall  Date Paid 11/21/2014 1/23/2015 3/31/2015 | \$329,692.00  Regulated Fill \$32,961.00  Regulated Fill \$10,035.00  Ice Rink Erosin Control \$2,175.00  Light Pole Remove/Reinstall \$1,513.00  Date Paid Amount  11/21/2014 \$305,932.27  1/23/2015 \$45,386.44  3/31/2015 \$1,436.00 |

| Engineering       |                     | T           |              |
|-------------------|---------------------|-------------|--------------|
| Total Invoiced    | Houston Engineering | \$92,800.00 |              |
|                   | Geosyntec           | \$72,500.00 |              |
| Total Engineering |                     |             | \$165,300.00 |

# **Total Construction & Engineering**

\$541,430.79

## JOINT POWERS AGREEMENT

THIS AGREEMENT is entered into between the Capitol Region Watershed District a Minnesota watershed district established under the authority of Minnesota Statutes Chapter 103D (the CRWD), and the city of Falcon Heights, a municipal corporation under the laws of the State of Minnesota (the City), pursuant to the provisions of Minn. Stat. §103D.335, subd. 2, and §471.59.

### Recitals

WHEREAS, the CRWD and the City have been planning to conduct stormwater and flood mitigation improvements to Pond at Curtiss Field by completing the Curtiss Pond Improvement Project (the Project); and

WHEREAS, the Project contemplates and includes regrading of the field, installation of an underground storage system and site restoration; and

WHEREAS, the Project has been identified in the "Curtiss Pond Improvement Project Feasibility Study" report dated August 28, 2013, and prepared by Houston Engineering, Inc.; and

WHEREAS, these constructed improvements are proposed at the Curtiss Field Park adjacent to the Snelling Ave. N. and Idaho Ave. intersection in the city of Falcon Heights, See Exhibit "A"; and

WHEREAS, the City and the CRWD have agreed to participate in financing the total cost of the Project, and such participation for the City as is defined herein.

NOW, THEREFORE, in consideration of the mutual promises and benefits that each party shall derive herefrom, the parties agree as follows:

- 1. <u>Purpose</u>. The purpose of this Agreement is to define the funding shares, direction, management and control, contracting, supervision, and liability of the parties in connection with the Project.
- 2. <u>Funding</u>. Pursuant to estimates prepared by Houston Engineering, Inc. dated April 1, 2014 (See Exhibit "B") the preliminary estimate of the cost of the Project is \$575,600. The CRWD shall be responsible for payment of the sum of \$375,600. The City shall pay \$200,000, subject to the provisions of paragraph 3.
- 3. <u>Cost Overrun</u>. In the event actual design and construction costs exceed \$575,600, the City shall pay an additional 10%, to a maximum additional contribution of \$20,000. Regardless of actual cost, the City's maximum contribution shall be \$220,000. The CRWD shall be responsible for additional costs not paid by the City.
- 4. <u>Project Management</u>. The CRWD shall manage and direct the Project on its own behalf and on behalf of the City. The CRWD shall cause to be prepared all construction plans and specifications; shall prepare bid specifications and let the Project for public bidding; shall award the construction and

related contracts; shall enter into construction and other contracts on its behalf; and shall direct and manage completion of the Project. The CRWD reserves the right to reject all bids.

- 5. <u>Extra Work</u>. All extra work orders or substantial changes to the Project made during construction of the Project shall be subject to approval by change order in writing signed by the City and the CRWD prior to such construction.
- 6. <u>Construction Permits</u>. Each party having jurisdiction for any construction permits or other permits required for construction of the Project agrees to provide those permits, in accordance with applicable law, with no fee or expense made to the Project.
- 7. Records and Reports/Payment by City. All parties agree to maintain records of costs pertaining to the Project in accordance with Minnesota Statutes and relevant internal record keeping and accounting procedures. Upon completion of the Project, the CRWD will submit a payment request to the City, payable in full within sixty (60) days of the billing date. Completion of the Project will be as determined by the City and the CRWD at a final project walk-through and when all punchlist items have been satisfactorily addressed by the Contractor.
- 8. <u>Maintenance and Safety During Construction</u>. Work site maintenance and safety will be the responsibility of CRWD and its contractor during the construction project.
- 9. Employees. It is further agreed that any and all employees of CRWD and all other persons engaged by CRWD in the performance of any work or services required, volunteered, or provided for herein to be performed by CRWD, shall not be considered employees of City, and that any and all claims that may arise under the Worker's Compensation Act of the State of Minnesota on behalf of said employees while so engaged, and any and all claims made by any third parties as a consequence of any act or omission on the part of said employees while so engaged on any of the work or services provided to be rendered herein, shall in no way be the obligation or responsibility of City.
- 10. <u>Non-Discrimination</u>. The provisions of Minn. Stat. §181.59, and of any applicable local ordinance relating to Civil Rights and Discrimination, shall be considered a part of this Agreement as if fully set forth herein
- 11. Indemnification. The City and CRWD agree that liability under this Agreement is controlled by Minn. Stat. §471.59, subd. 1a and that the total liability for the participating cities shall not exceed the limits on governmental liability for a single use of government as specified in §466.04, subd. 1. CRWD agrees to defend, indemnify, and hold harmless City against any and all claims, liability, loss, damage, or expense arising under the provisions of this Agreement and caused by or resulting from negligent acts or omissions of CRWD or those of CRWD's employees or agents. City agrees to defend, indemnify, and hold harmless CRWD against any and all claims liability, loss, damage, or expense arising under the provisions of this Agreement for which City is responsible and caused by or resulting from negligent acts or omissions of City and or those of City's employees or agents. Under no circumstances, however, shall a party be required to pay on behalf of itself and the other party any amount in excess of the limits on liability established in Minnesota Statutes, Chapter 466, applicable to any one party. The limits of liability for both parties may not be added together to determine the maximum amount of liability for either party. The intent of this paragraph is to impose on each party a

limited duty to defend and indemnify each other subject to the limits of liability under Minnesota Statutes, Chapter 466. The purpose of creating this duty to defend and indemnify is to simplify the defense of claims by eliminating conflicts among the parties and to permit liability claims against both parties from a single occurrence to be defended by a single attorney.

- 12. Project Property Ownership. Upon completion of the Project, all infrastructure constructed and all property utilized in connection with the Project shall be the property of the City, and the CRWD shall have no interest in or claim thereto.
- 13. Term. This Agreement shall be effective as of the last date of signature of the parties below. This Agreement shall expire and be of no further force or effect upon completion of the Project, except that the provisions of paragraphs 7 and 12 shall survive expiration of the Agreement.

CAPITOL REGION WATERSHED DISTRICT

selin Date 4/18/2014

Recommended for Approval:

Mark Doneux, Administrator Date

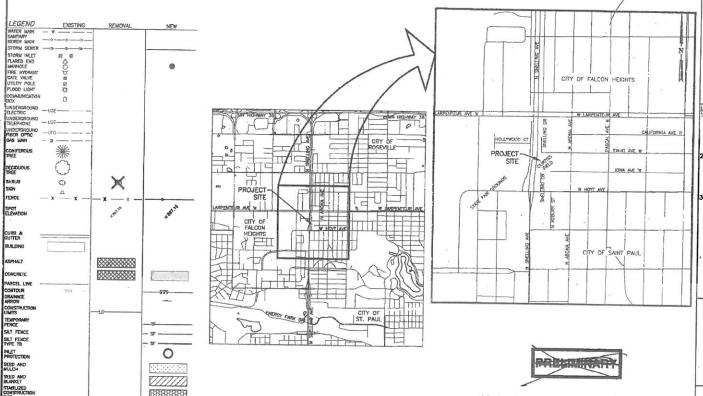
| CITY OF FALCON HEIGHTS           |  |
|----------------------------------|--|
| BY: Jete Lindstrom, Mayor        |  |
| AND: Bart Fischer, City Admin    | istrator/Clerk   |
|                                  |  |
| STATE OF MINNESOTA               | )<br>)SS<br>)  |
| by Peter Lindstrom and by Bart I | t was acknowledge before me this 9 day of Apr., 2014, Fischer, respectively the Mayor and City Administrator/Clerk of the sota municipal corporation, on behalf of the corporation and pursuant to Council.  Notary Public |
|                                  | DEBORAH K. JONES NOTARY PUBLIC MINNESOTA My Commission Expires Jan. 11, 2017   |

# EXHIBIT A Project Plans for Curtiss Pond Improvement Project

# CAPITOL REGION WATERSHED DISTRICT AND CITY OF FALCON HEIGHTS

CONSTRUCTION PLANS FOR **CURTISS POND IMPROVEMENT PROJECT FALCON HEIGHTS, MINNESOTA** 

**APRIL 2014** 



#### GOVERNING SPECIFICATIONS

THE 2014 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION", INCLUDING CURRENT SUPPLEMENTAL SPECIFICATIONS, SHALL GOVERN.

#### DRAWING INDEX

- COVER SHEET
- EXISTING CONDITIONS, REMOVALS & TRAFFIC CONTROL
- 3 SITE AND GRADING PLAN PLAN AND PROFILE - CMP DETENTION
- CONSTRUCTION DETAILS
- EROSION AND SEDIMENT CONTROL
- EROSION AND SEDIMENT CONTROL DETAILS

UTILITY NOTES:

1. PRIOR TO ANY EXCAVATION WORK, THE CONTRACTOR IS PRIOR TO ANY EXCAVATION WORK, THE CONTRACTOR IS RESPONSIBLE UNDER MINNESOTA STATE STATUTE 218D AND MINNESOTA RULES CHAPTER 7580 TO CONTACT GOPHER STATE ONE CALL FOR THE LOCATION OF UNDERGROUND UTILITY FACILITIES IN PROXIMITY TO THE EXCAVATION SITE.

THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY COULTY LEVEL D. THIS UTILITY QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 38-02, ENTITLED STRINGARD GUIDELINE FOR THE COLLECTION AND DEPICTION OF DISTRING SUBSURFACE UTILITY DATA.

#### UTILITY TABULATION

DESCRIPTION COMMUNICATION COMMUNICATION COMMUNICATION ELECTRIC GAS

SEWER

COMMUNICATION

OWNER ACCESS COMMUNICATION TECH COMCAST CENTURY LINK OR QWEST ZAYO BANDWIDTH XCEL ENERGY XCEL ENERGY CITY OF FALCON HEIGHTS

MINNESOTA DOT ST. PAUL REGIONAL WATER SERVICES

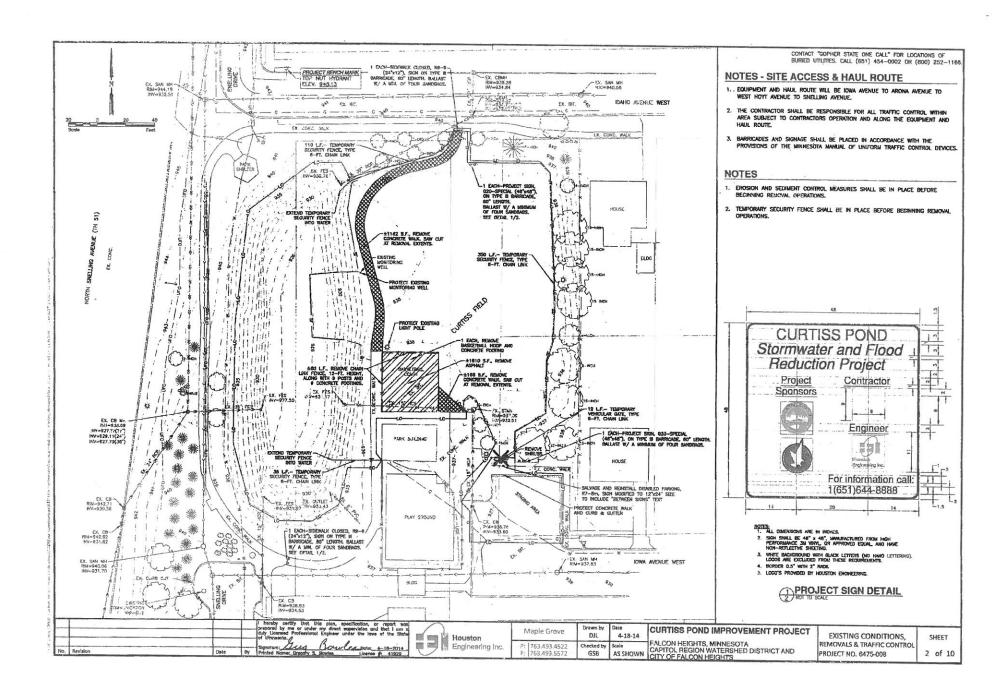


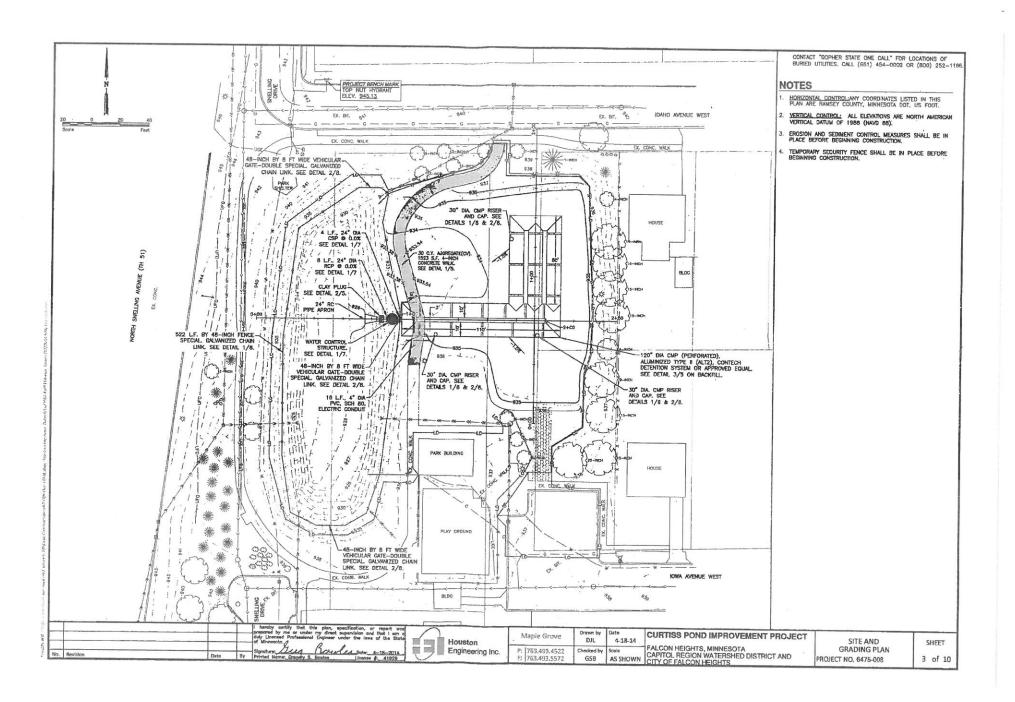


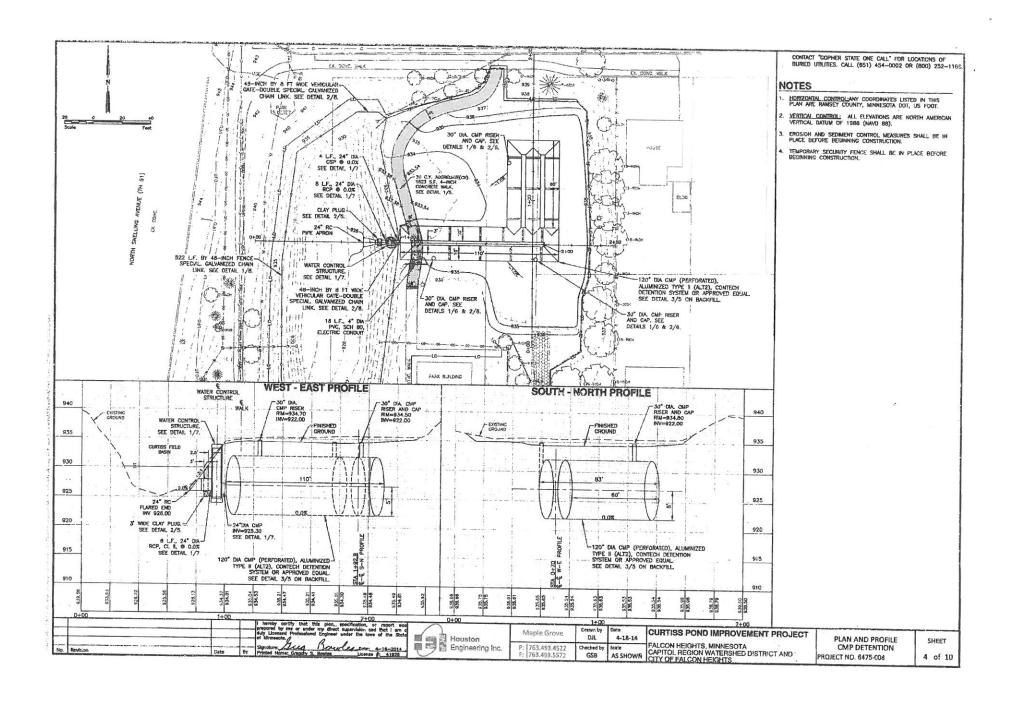


Houston Engineering Inc.

Baroles Octe: 4-18-2014







| T33H2<br>Of 10 2 | CUMISO NOTICONICHOS | FALCON HEIGHTS, MINNESOTA | Checked by Scale | Sychological (1972) 14 - 522,693,4527 14 - 522,693,637 14 | Househor and best on the State  (of Minnesda, of Minnesda | VAR CN |
|------------------|---------------------|---------------------------|------------------|---|--|--------|
|                  |                     |                           |                  |   | I hereby certify that this plan, epselheatlon, or report most  |        |

# LABICAL CMP DETENTION - BACKFILL

OTHER ATTENANTE BACKETL BATERILL FOR MATERIAL REQUIRED, DEPENDING ON SITE SPECIFIC CONDITIONS. REFER TO

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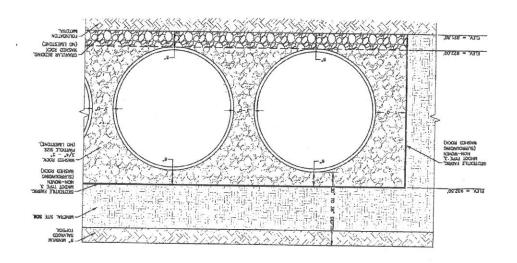
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| L031+     | MANHOLE OR CATCH BASIN STEP                 |
|-----------|---|
| 40201     | MYNHOLE OR CATCH BASIN                      |
| 31104     | PRECAST CONCRETE BASE .                     |
| 3221C     | CORRUGATED STEEL PIPE COUPLING BAND.        |
| 31000     | CONCRETE APRON FOR REINFORCED CONCRETE PIPE |
| 2040E     | CORRUGATED METAL PIPE CULVERT               |
| 20090     | GASKET JOINT FOR REINFORCED CONCRETE PIPE   |
| 20005     | REMILORCED CONCRETE PIPE .                  |
| PLATE NO. | PLATE NAME                                  |

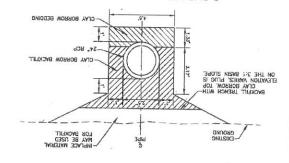
SIANDAMO WHOOL STANDARD PLATES

STANDARD SHALL APPLY ON THIS PROJECT.

STANDARD STALL APPLY ON THIS PROJECT.

# CLAY PLUG DETAIL

3 FOOT WIDE CLAY PLUG ON 24" RCP



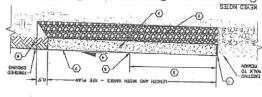
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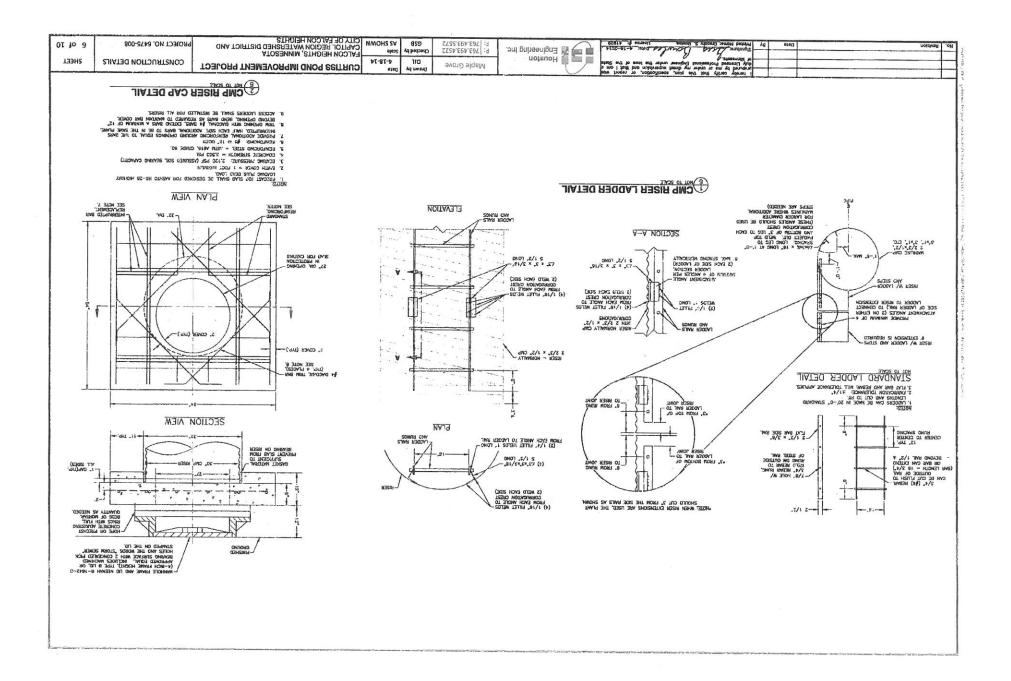
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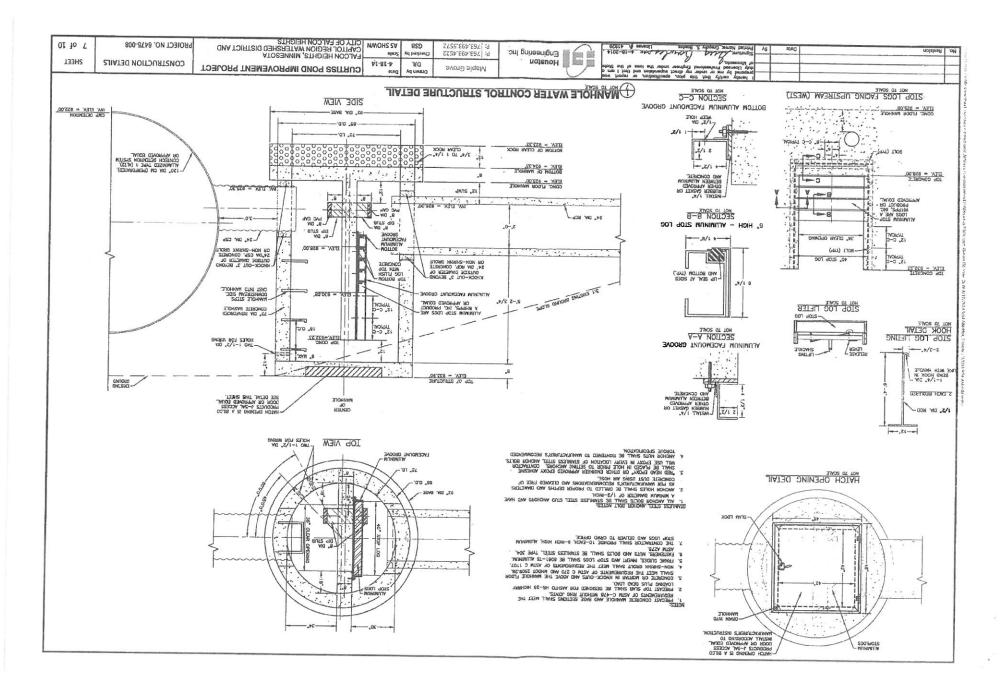
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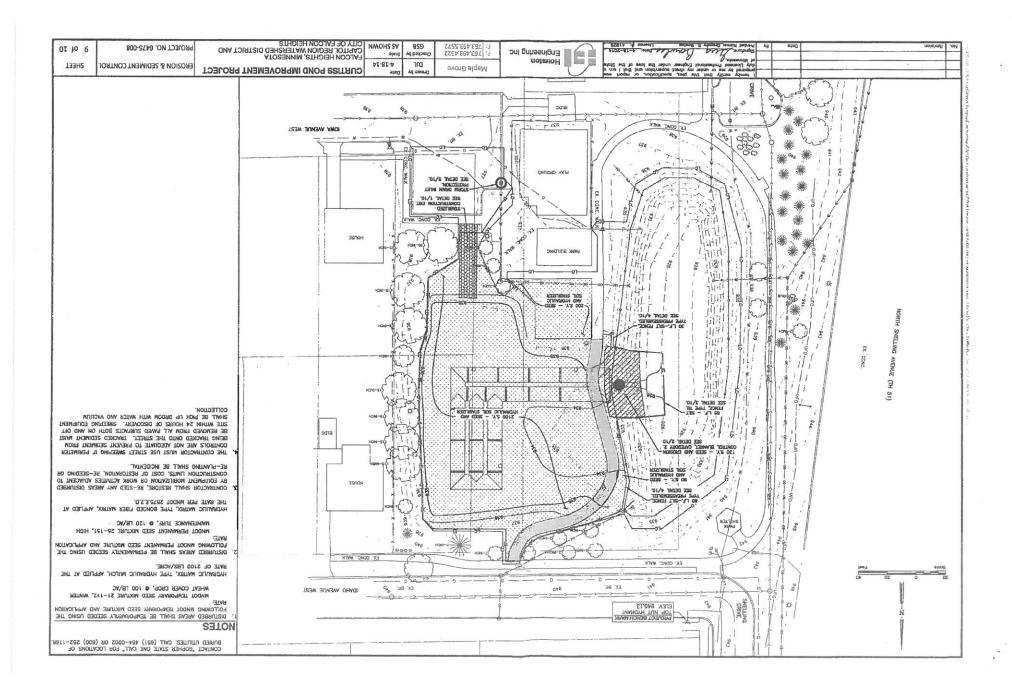
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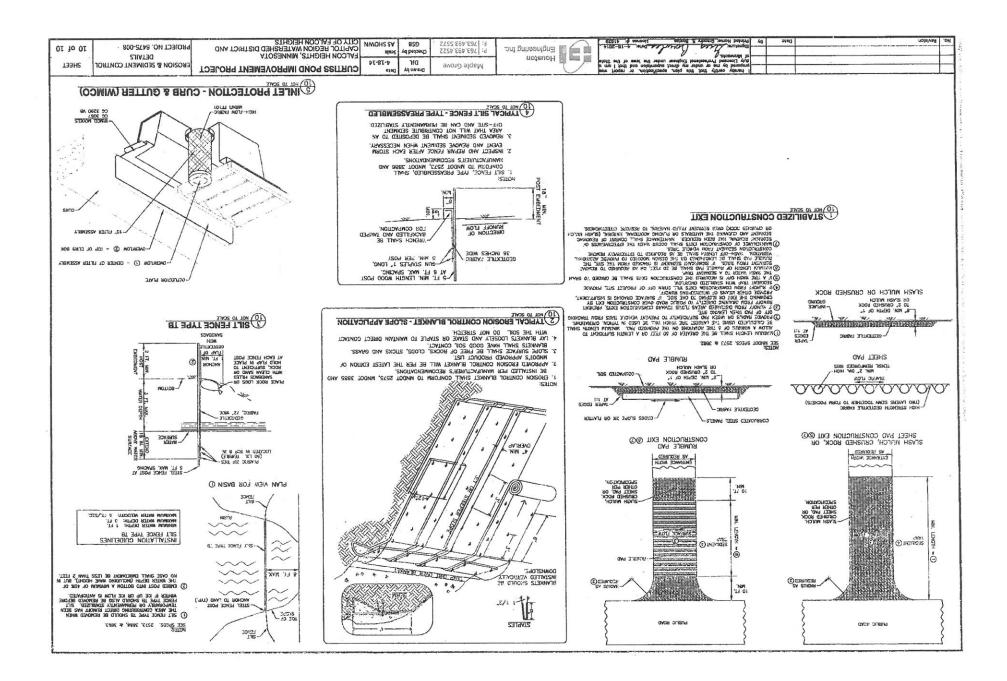






|         |                      | SHOPHIMATOLIA  |                                    |                             |  |   |                |  | Name and Address of the Owner, where |
|---------|----------------------|--|------------------------------------|-----------------------------|--|---|----------------|--|--------------------------------------|
| 01 to 8 | PROJECT NO. 6475-008 | GSB AS SHOWN (CITY OF FELLON WATERSHED DISTRICT AND  | P: 763.493.4522<br>F: 763.493.5572 | Houston<br>Engineering Inc. | -102-81-4 -10-2014   | where Senate Senate Senate  | d ated         | noit   | dayle)                               |
| T33HS   | CONSTRUCTION DETAILS | DIC 4-18-14 EVI CON HEIGHLE WINNESOLV  |                                    | Houston                     | or under the form of the Stote   | duly Ucanada Professional Engine                                    | +              |  | _                                    |
|         | 311723011012311023   | Drawn by Date CURTISS POND IMPROVEMENT PROJECT   | Maple Grove                        |                             | specificotion, or report was<br>to aupenvision and that I am a<br>are under the lows of the State  | i hereby certify that this plan-<br>prepared by me or under my dire |                |  |                                      |
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|         |                      | E-Hamilton   |                                    |                             |  |   |                |  |                                      |
|         |                      | THOSE OF TON (8)   |                                    |                             |  | 37VOS OL 1  | ON 8           |  |                                      |
|         |                      | CHAIN LINK FENCE GATE - 48 INCH  |                                    |                             | 48 INCH  | HAIN LINK FENCE   | 3              |  |                                      |
|         |                      |  |                                    |                             |  | EL POSTS - LINE   |                |  |                                      |
|         |                      | VEHICULAR GATE -DOUBLE   |                                    |                             | 51300  | 31411 31300 131   | 11.5           |  |                                      |
|         |                      | Z. SEE PROJECT SPECIFICATIONS FOR MATERIAL REQUIREMENTS.   |                                    |                             |  | & ADJACENT LINE POST  | ок сокиек рост | END END  |                                      |
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|         |                      | 1' CONCRETE YNCHORVEE SYNT BE REED LOW VIT BORZE'  |                                    |                             | TO STREET WITHOUT THE STREET   | 36.8  | XONGOV III     | r.z  |                                      |
|         |                      | ZIOW   |                                    |                             | 3. SEE PROJECT SPECIFICATIONS MATERIAL REQUIREMENTS.   | is w  | July 31        | _["  |                                      |
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|         |                      | 10" DA   |                                    | THE TENSION                 | 2. A HOG RING SHALL ATTACH   | **  | 7              |  |                                      |
|         |                      | infi infi  |                                    |                             |  | EVBING<br>TIMES<br>CHMIS  |                |  |                                      |
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|         |                      | NOS NELL   | AF.                                |                             | 33204  | LINE SECTION  |                |  |                                      |
|         |                      | SHIPS ZOUR HEST  | POST                               |                             | Activis  |   | MO *B          | qyr *a   |                                      |
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|         |                      | B,-0, OLENMC   |                                    |                             | NIVICO -   | CONTRACTOR STATES   | CARRENT SEA    |  |                                      |
|         |                      |  |                                    | 1                           | SON SINE BOS   | TOP BALL  | LEDA BINE POST |  |                                      |
|         |                      |  |                                    |                             | 8.   | AMR NOT-  |                |  |                                      |
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|         |                      |  |                                    |                             |  |   |                |  |                                      |





# EXHIBIT B Estimated Costs for Construction of Curtiss Pond Improvement Project

# Curtiss Pond Improvement Project Costs and Financing 4-1-2014

| Costs     |   |           |
|-----------|---|-----------|
|           | Construction, Contingency                   | \$424,000 |
|           | Base Engineering (Houston Eng. Inc.)        | \$81,600  |
|           | Design and Installation—OptiRTC (Geosyntec) | \$70,000  |
|           |   |           |
|           | Total                                       | \$575,600 |
| Financing | CRWD  | \$375,600 |
|           | Falcon Heights                              | \$200,000 |
|           | Total                                       | \$575,600 |
|           |   | CONSC.    |
|           |   |           |



# REQUEST FOR COUNCIL ACTION

| <b>Meeting Date</b> | January 13, 2016                  |
|---------------------|-----------------------------------|
| Agenda Item         | Consent F13                       |
| Attachment          | Resolution & Supporting Documents |
| Submitted By        | Jesse Freihammer, City Engineer   |

| Item                   | Accept Work Completed and Approve Final Payment for the 2015 Pavement Management Project   |  |
|------------------------|--|--|
| Description            | On June 24, 2015, the City Council awarded the 2015 Pavement Management Project to Hardrives Inc., of Rogers, Minnesota. Work completed under the contract totaled \$221,091.98. The work for this contract was finished in September of 2015, and the contractor has requested final payment.  The following streets were a part of the 2015 PMP. |  |
|                        | <ul> <li>East Snelling Avenue Service Drive, from Roselawn Avenue to Crawford Avenue</li> <li>West Snelling Avenue Service Drive, from Roselawn Avenue to Larpenteur Avenue</li> </ul>   |  |
| Budget<br>Impact       | The final contract paid amount, \$221,091.98 is less than the original contract amount of \$299,581.97.  |  |
|                        | The project was significantly under the awarded contract price due to under runs of quantities.  |  |
| Attachment             | <ul> <li>Resolution 16-02 Accepting Work and Authorizing Final Payment 2015 Pavement<br/>Management Project (PMP)</li> <li>Supporting Documents</li> </ul>   |  |
| Action(s)<br>Requested | Staff would recommend approving the resolution to accept the work completed, authorize final payment, and commence the one-year warranty period for the 2015 Pavement Management Project (PMP).  |  |

Families, Fields and Fair

## CITY OF FALCON HEIGHTS **COUNCIL RESOLUTION**

January 13, 2016

| No  | . 16-02  |
|---|--|
| PAY   | ORK AND AUTHORIZING FINAL<br>MENT<br>NAGEMENT PROJECT  |
| Hardrives Inc., of Rogers, Minnes                                   | ract signed with the City on June 24, 2015, sota, has satisfactorily completed the Pavement Management Project contract. |
| NOW THEREFORE BE IT RESOLVED Heights, Minnesota:                    | by the Council of the City of Falcon   |
| <ol> <li>That the work completed under<br/>approved; and</li> </ol> | er said contract is hereby accepted and  |
|   | ereby directed to issue a proper order for act, taking the contractor's receipt in full;                                 |
| commence on January 13, 2016.                                       | eriod as specified in the contract shall   |
| Moved by:   | Approved by:<br>Peter Lindstrom<br>Mayor   |
| LINDSTROM In Favor GUSTAFSON HARRIS Against                         | Attested by:Sack Thongvanh City Administrator  |

**FISCHER** 

BROWN THUNDER

Contractor:



## CITY OF ROSEVILLE

2660 Civic Center Dr Roseville, MN 55113 Project SAP 124-050-010 [15-07] - Falcon Heights 2015 Paymenet Management Project Final Pay Request No. 2

|  | Contract No. Vendor No. For Period: Warrant# | 20<br>8/28/2015 - 12/1/2015<br>Date |
|--|--|-------------------------------------|
|--|--|-------------------------------------|

 Funds Encumbered

 Original
 \$299,581.97

 Additional
 N/A

 Total
 \$299,581.97

14475 Quiram Drive Rogers, MN 55374 Contract Amounts

Hardrives, Inc.

| OUID det Allivants     |              |
|------------------------|--------------|
| Original Contract      | \$299,581.97 |
| Contract Changes       | \$1,498.66   |
| Revised Contract       | \$301,080.63 |
| Work Certified To Date |              |
| Base Bid Items         | \$219,593.32 |
| Backsheet              | \$0.00       |
| Change Order           | \$1,498.66   |
| Supplemental Agreement | \$0.00       |
| Work Order             | \$0.00       |
| Material On Hand       | \$0.00       |
| Total                  | \$221,091.98 |
|                        | •            |

|   | Work<br>Certified<br>This Request | Work<br>Certified<br>To Date | Less<br>Amount<br>Retained | Less<br>Previous<br>Payments | Amount Paid<br>This<br>Request | Total<br>Amount<br>Paid To Date |
|---|-----------------------------------|------------------------------|----------------------------|------------------------------|--------------------------------|---------------------------------|
| SAP 124-050-010<br>[15-07]              | \$5,688.24                        | \$221,091.98                 | \$0.00                     | \$204,633.55                 | \$16,458.43                    | \$221,091.98                    |
|   | a. 1999/17                        | Percen                       | t Retained: 0%             |                              |                                |                                 |
| *************************************** |                                   | Amount Paid                  | d This Final               | Pay Request                  | \$16,458.43                    | -                               |

I hereby certify that a Final Examination has been made of the noted Contract, that the Contract has been completed, that the entire amount of Work Shown in this Final Voucher has been performed and the Total Value of the Work Performed

in accordance with, and pursuant to, the terms of the Contract is as shown in this Final Voucher.

| Approved by                  | Approved By Hardrives, Inc. |
|------------------------------|-----------------------------|
| County/City/Project Engineer | Contractor                  |
| 12/17/5                      | 12-17-15                    |
| Date                         | Date                        |

CITY OF ROSEVILLE

2660 Civic Center Dr

Roseville, MN 55113 Project No. SAP 124-050-010 [15-07]

Final Pay Request No. 2

SAP 124-050-010 [15-07] Payment Summary

| No. | From Date  | To Date    | Work Certified<br>Per Request | Amount Retained<br>Per Request | Amount Paid<br>Per Request |
|-----|------------|------------|-------------------------------|--------------------------------|----------------------------|
| 1   | 07/14/2015 | 08/27/2015 | \$215,403.74                  | \$10,770.19                    | \$204,633,55               |
| 2   | 08/28/2015 | 12/01/2015 | \$5,688.24                    | (\$10,770.19)                  | \$16,458.43                |

Totals: \$221,091.98 \$0.00 \$221,091.98

SAP 124-050-010 [15-07] Funding Category Report

| Total<br>Amount Paid<br>To Date | Amount Paid<br>This<br>Request | Less<br>Previous<br>Payments | Less<br>Amount<br>Retained | Work<br>Certified<br>To Date | Funding<br>Category<br>No. |
|---------------------------------|--------------------------------|------------------------------|----------------------------|------------------------------|----------------------------|
| 100,979.75                      | 5,760.85                       | 95,218.90                    | 0.00                       | 100,979.75                   | 001                        |
| 120,112.22                      | 10,697.58                      | 109,414.64                   | 0.00                       | 120,112.22                   | 002                        |
| 0,00                            | 0,00                           | 0.00                         | 0.00                       | 0.00                         | 003                        |
| 0.00                            | 0.00                           | 0.00                         | 0.00                       | 0.00                         | 004                        |

Totals: \$221,091.97 \$0.00 \$204,633.54 \$16,458.43 \$221,091.97

SAP 124-050-010 [15-07] Funding Source Report

| Accounting<br>No. | Funding<br>Source                        | Amount Paid<br>This<br>Request | Revised<br>Contract<br>Amount | Funds<br>Encumbered<br>To Date | Paid To<br>Contractor<br>To Date |
|-------------------|--|--------------------------------|-------------------------------|--------------------------------|----------------------------------|
| 001               | Municipal (MSAS > 5000) - Falcon Heights | 4,114.61                       | 71,957.06                     | 71,582.39                      | 55,272.99                        |
| . 002             | Local - Streets - Falcon Heights         | 12,343.82                      | 215,871.17                    | 214,747.18                     | 165,818.97                       |
| 003               | Sanitary Sewer - Falcon Heights          | 0.00                           | 0.00                          | 0.00                           | 0.00                             |
| 004               | Local - Storm Sewer - Falcon Heights     | 0.00                           | 13,252.40                     | 13,252.40                      | 0.00                             |

Totals: \$16,458.43 \$301,080.63 \$299,581.97 \$221,091.97

CITY OF ROSEVILLE
2660 Civic Center Dr
Roseville, MN 55113
Project No. SAP 124-050-010 [15-07]
Final Pay Request No. 2

| Line | Item     | Description   | Units | Unit Price   | Contract<br>Quantity | Quantity<br>This<br>Request | Amount<br>This<br>Request | Quantity<br>To Date | Amount<br>To Date |
|------|----------|---|-------|--|----------------------|-----------------------------|---------------------------|---------------------|-------------------|
| Bas  | e Bid    |   |       | , <del>  , , , , , , , , , , , , , , , , , ,</del> |                      | ·                           | <del></del>               | !                   | 1                 |
| 1    | 2021.501 | MOBILIZATION  | LS    | \$13,441.33  | 1                    | 0                           | \$0.00                    | 1                   | \$13,441.33       |
| 2    | 2104.501 | REMOVE<br>CONCRETE<br>CURB                                      | LF    | \$8.81   | 550                  | 82                          | \$722.42                  | 439                 | \$3,867.59        |
| 3    | 2104.503 | REMOVE<br>CONCRETE<br>SIDEWALK                                  | SF    | \$1.60   | 520                  | 0                           | \$0.00                    | 230                 | \$368.00          |
| 4    | 2104,505 | REMOVE<br>CONCRETE<br>DRIVEWAY<br>PAVEMENT                      | SŸ    | \$10.46  | 60                   | 0                           | \$0.00                    | 0                   | \$0.00            |
| 5    | 2104.505 | REMOVE<br>BITUMINOUS<br>DRIVEWAY<br>PAVEMENT                    | SY    | \$8.81   | 60                   | 0                           | \$0.00                    | 0                   | \$0.00            |
| 3    | 2104.505 | REMOVE<br>BITUMINOUS<br>STREET                                  | SY    | \$16.52  | 10                   | 0                           | \$0.00                    | 0                   | \$0.00            |
| 7    | 2104.511 | SAWING<br>CONCRETE<br>PAVEMENT                                  | LF    | \$4.95   | 700                  | 0                           | \$0.00                    | 72                  | \$356.40          |
| 3    | 2104.513 | SAWING<br>BITUMINOUS<br>PAVEMENT                                | LF    | \$2.20   | 100                  | 0                           | \$0.00                    | 0                   | \$0.00            |
| )    | 2104.603 | SAWCUT AND<br>REMOVE BIT<br>FOR CURB<br>AND GUTTER<br>PLACEMENT | LF    | \$12.00  | 550                  | 23                          | \$276.00                  | 380                 | \$4,560.00        |
| 0    | 2105.501 | COMMON<br>EXCAVATION  | CY    | \$44.04  | 20                   | 0                           | \$0.00                    | 23                  | \$1,012.92        |
| 1    | 2123.610 | STREET<br>SWEEPER<br>(WITH PICKUP<br>BROOM)                     | HOUR  | \$148,64   | 30                   | 0                           | \$0.00                    | 0                   | \$0.00            |
| 2    | 2211.501 | AGGREGATE<br>BASE CLASS 5                                       | TON   | \$45.61  | 40                   | 0                           | \$0.00                    | 7.8                 | \$355.76          |
| 3    |          | EDGE MILL<br>BITUMINOUS<br>SURFACE                              | SY    | \$8.66   | 90                   | 0                           | \$0.00                    | 0                   | \$0.00            |
| 4    | 2232.501 | MILL<br>BITUMINOUS<br>SURFACE<br>(2.5")                         | SY    | \$1.74   | .12840               | 0                           | \$0.00                    | 12840               | \$22,341.60       |
| 5    | 2331.609 | BIT MIXTURE<br>FOR<br>PATCHING<br>(MOD)                         | TON   | \$103.88   | 30                   | 0                           | \$0.00                    | 33.11               | \$3,439.47        |

CITY OF ROSEVILLE
2660 Civic Center Dr
Roseville, MN 55113
Project No. SAP 124-050-010 [15-07]
Final Pay Request No. 2

|   | Fillaticay |
|---|------------|
| SAP 124-050-010 [15-07] Project Item Status |            |

| Line | Item     | Description   | Units | Unit Price | Contract<br>Quantity | Quantity<br>This<br>Request | Amount<br>This<br>Request | Quantity<br>To Date | Amount<br>To Date |
|------|----------|---|-------|------------|----------------------|-----------------------------|---------------------------|---------------------|-------------------|
| 16   | 2357.502 | BITUMINOUS<br>MATERIAL<br>FOR TACK<br>COAT              | GAL   | \$2.48     | 1800                 | 0                           | \$0.00                    | 1450                | \$3,596.00        |
| 17   | 2360.501 | TYPE<br>SPWEA240B<br>WEARING<br>COURSE MIX<br>DRIVEWWAY | TON   | \$120.68   | 20                   | 0                           | \$0.00                    | . 0                 | \$0.00            |
| 18   | 2360.501 | TYPE<br>SPWEA230B<br>WEARING<br>COURSE MIX              | TON   | \$60,43    | 2380                 | 0                           | \$0.00                    | 2218.57             | \$134,068.19      |
| 19   | 2504.602 | ADJUST GATE<br>VALVE                                    | EACH  | \$176.72   | 10                   | 0                           | \$0.00                    | 5                   | \$883.60          |
| 20   | 2506.522 | ADJUST<br>CATCH BASIN<br>FRAME AND<br>RING              | EA    | \$590.13   | 23                   | 0                           | \$0,00                    | 0                   | \$0.00            |
| 21   | 2506,522 | ADJUST<br>MANHOLE<br>(FITTED STEEL<br>RING)             | EACH  | \$248.00   | 18                   | 0                           | \$0.00                    | 3                   | \$744.00          |
| 22   | 2506.603 | REHABILITATE<br>MANHOLE OR<br>CATCH BASIN<br>(INTERIOR) | EACH  | \$662.62   | 20                   | 0                           | \$0.00                    | 0                   | \$0.00            |
| 23   | 2521,501 | 4" CONCRETE<br>WALK                                     | SF    | \$6.22     | 420                  | 0                           | \$0.00                    | 0                   | \$0.00            |
| 24   | 2521.501 | 6" CONCRETE<br>WALK                                     | SF    | \$7.16     | 100                  | 0                           | \$0.00                    | 256                 | \$1,832,96        |
| 25   | 2531.501 | CONCRETE<br>CURB &<br>GUTTER<br>DESIGN B624             | LF    | \$37.99    | 550                  | 84                          | \$3,191.16                | 441                 | \$16,753.59       |
| :6   | 2531.507 | 6" CONCRETE<br>DRIVEWAY<br>PAVEMENT                     | SY    | \$66.06    | 60                   | 0                           | \$0.00                    | 0                   | \$0.00            |
| 7    | 2531.618 | Truncated<br>Radius Domes                               | SF    | \$60.56    | 24                   | 0                           | \$0.00                    | 16                  | \$968.96          |
| 8    | 2563.601 | TRAFFIC<br>CONTROL                                      | LS    | \$4,349.01 | 1                    | . 0                         | \$0.00                    | 1                   | \$4,349.01        |
| 9    | 2573.502 | SILT FENCE,<br>TYPE<br>MACHINE<br>SLICED                | LF    | \$3.30     | 100                  | 0                           | \$0.00                    | 0                   | \$0.00            |
| 0    | 2573.530 | STORM DRAIN<br>INLET<br>PROTECTION                      | EACH  | \$115.61   | 29                   | 0                           | \$0.00                    | 29                  | \$3,352,69        |

CITY OF ROSEVILLE 2660 Civic Center Dr Roseville, MN 55113 Project No. SAP 124-050-010 [15-07] Final Pay Request No. 2

| Line  | Item       | Description                                 | Units  | Unit Price  | Contract<br>Quantity | Quantity<br>This<br>Request | Amount<br>This<br>Request | Quantity<br>To Date | Amount<br>To Date |
|-------|------------|---|--------|-------------|----------------------|-----------------------------|---------------------------|---------------------|-------------------|
| 31    | 2573.533   | CONTROL LOG<br>TYPE<br>COMPOST              | LF     | \$6.06      | 400                  | 0                           | \$0.00                    | 0                   | \$0.00            |
| 32    | 2575.505   | SODDING<br>TYPE SALT<br>RESISTANT           | SY     | \$13.21     | 575                  | 0                           | \$0.00                    | 117.6               | \$1,553.50        |
| 33    | 2582.502   | 4" DOUBLE<br>SOLID LINE<br>YELLOW-<br>EPOXY | LF     | \$1.00      | 2103                 | 0                           | \$0.00                    | 1087                | \$1,087.00        |
| 34    | 2582.503   | CROSSWALK<br>MARKING-<br>EPOXY              | SF     | \$8.81      | 216                  | 0                           | \$0.00                    | 75                  | \$660.75          |
|       |            |   | Totals | For Section | Base Bid:            |                             | \$4,189.58                |                     | \$219,593.32      |
| Chang | ge Order 1 |   |        |             |                      |                             |                           |                     |                   |
| 35    | 2360.501   | ASPHALT<br>DENSITY<br>INCENTIVE             | LS     | \$1,498.66  | 1                    | 1                           | \$1,498.66                | 1                   | \$1,498.66        |
|       |            |   | Totals | For Change  | Order 1:             |                             | \$1,498.66                |                     | \$1,498.66        |
|       |            |   |        |             | \$5,688.24           |                             | \$221,091.98              |                     |                   |

| SAP | SAP 124-050-010 [15-07] Contract Changes |   |                           |                     |                        |  |  |  |  |  |
|-----|--|---|---------------------------|---------------------|------------------------|--|--|--|--|--|
| No. | Туре                                     | Date  | Explanation               | Estimated<br>Amount | Amount Paid<br>To Date |  |  |  |  |  |
| CO1 | Change Order                             | 12/1/2015   | ASPHALT DENSITY INCENTIVE | \$1,498.66          | \$1,498.66             |  |  |  |  |  |
|     |  | Appropriate the second | Contract Change Totals:   | \$1,498.66          | \$1,498.66             |  |  |  |  |  |

## Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

#### Confirmation Summary

Confirmation Number:

1-199-910-976

Submitted Date and Time:

17-Dec-2015 1:56:26 PM

Legal Name:

HARDRIVES INC

Federal Employer ID:

41-0859608

User Who Submitted:

Hardrives

Type of Request Submitted:

Contractor Affidavit

## **Affidavit Summary**

Affidavit Number:

1800519680

Minnesota ID:

9245382

Project Owner:

CITY OF FALCON HEIGHTS

Project Number:

124-050-010

Project Begin Date:

14-Jul-2015

Project End Date:

26-Aug-2015 **FALCON HEIGHTS** 

Project Location: Project Amount:

\$221,091.98

## Subcontractor Summary

Name

Affidavit Number

JODEL CONTRACTING LLC 1411478 2074787840

CURB MASTERS INC

2207114 949534720

CENTURY FENCE COMPANY 8678834 1848459264

SAFETY SIGNS LLC

5139558 1362280448

#### Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

## **Contact Us**

If you need further assistance, contact our Withholding Tax Division at 651-282-9999, (toll-free) 800-657-3594, or (email) withholding.tax@state.mn.us. Business hours are 8:00 a.m. - 4:30 p.m. Monday - Friday.

## **Contractor Affidavit Submitted**

Thank you, your Contractor Affidavit has been approved.

## **Confirmation Summary**

Confirmation Number:

0-715-894-848

Submitted Date and Time:

16-Dec-2015 12:27:58 PM

Legal Name:

JODEL CONTRACTING LLC

Federal Employer ID:

26-4105697

User Who Submitted:

jorock

Type of Request Submitted:

Contractor Affidavit

## **Affidavit Summary**

Affidavit Number:

2074787840

Minnesota ID:

1411478

Project Owner:

CITY OF FALCON HEIGHTS

Project Number:

124-050-009

Project Begin Date:

01-Jul-2015

Project End Date:

01-Oct-2015

Project Location:

CITY OF FALCON HEIGHTS

Project Amount:

\$19,253.47

Subcontractors:

No Subcontractors

#### Important Messages

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#### **Contractor Affidavit Submitted**

Thank you, your Contractor Affidavit has been approved.

## **Confirmation Summary**

Confirmation Number:

1-765-912-640

Submitted Date and Time:

16-Dec-2015 1:54:26 PM

Legal Name:

CURB MASTERS INC.

Federal Employer ID:

41-1606037

User Who Submitted:

Linda H

Type of Request Submitted:

Contractor Affidavit

#### **Affidavit Summary**

Affidavit Number:

949534720

Minnesota ID:

2207114 CITY OF FALCON HEIGHTS

Project Owner: Project Number:

SAP 124-050-009

Project Begin Date:

Project End Date:

29-Jul-2015

29-Jul-2015

Project Location:

2015 STREET PROJECT FALCON HEIGHTS

Project Amount:

\$16,473.00

Subcontractors:

No Subcontractors

## Important Messages

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## **Contractor Affidavit Submitted**

Thank you, your Contractor Affidavit has been approved.

## **Confirmation Summary**

Confirmation Number:

0-485-085-248

Submitted Date and Time:

10-Dec-2015 8:17:47 AM

Legal Name:

CENTURY FENCE COMPANY

Federal Employer ID:

39-0203700

User Who Submitted:

CENTFENCE

Type of Request Submitted:

Contractor Affidavit

## Affidavit Summary

Affidavit Number:

1848459264

Minnesota ID:

8678834

Project Owner:

CITY OF FALCON HEIGHTS

Project Number:

SAP 124-050-010

Project Begin Date:

17-Aug-2015

Project End Date:

17-Aug-2015

Project Location:

FALCON HEIGHTS 2015 PMP SNELLING DR

Project Amount:

\$2,314.17

Subcontractors:

No Subcontractors

## Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

## **Contact Us**

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## MINNESOTA-REVENUE

## **Contractor Affidavit Submitted**

Thank you, your Contractor Affidavit has been approved.

## **Confirmation Summary**

Confirmation Number:

1-187-860-544

Submitted Date and Time:

10-Dec-2015 10:35:33 AM

Legal Name:

SAFETY SIGNS LLC

Federal Employer ID:

41-1991774

User Who Submitted:

Sue blanchard

Type of Request Submitted;

Centractor Affidavit

#### Affidavit Summary

Affidavit Number:

1362280448

Minnesota ID:

5139558

Project Owner.

CITY OF FALCON HEIGHTS

Project Number:

NA

Project Begin Date;

19-Jul-2015

Project End Date:

19-Jul-2015

Project Location: Project Amount: 2015 PAVEMENT MANAGEMENT

Project Attioutit.

\$3,950.00

Subcontractors:

No Subcontractors

#### important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

#### Contact Us

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## REQUEST FOR COUNCIL ACTION

| Meeting Date | January 13, 2016 |
|--------------|------------------|
| Agenda Item  | Consent G1       |
| Attachment   | Resolution       |
| Submitted By | Sack Thongvanh   |

| Item                   | Snow and Ice Removal Fee   |  |
|------------------------|--|--|
| Description            | The City Code defines that if snow and ice is not removed from public sidewalks within 24 hours, it is considered a nuisance and authorizes the City to either abate the nuisance or hire a contract to abate the nuisance. City Code also authorizes the City to certify unpaid invoices to the County as a special assessment. What is not determined is the cost to be charged if City Staff abates the nuisance. A proposed fee of \$100 per hour with a minimum an hour would cover the expense for City Staff. |  |
| Budget<br>Impact       | Minimize cost for removal.   |  |
| Attachment             | Resolution16-03 Amend City Fee Schedule to Include Snow and Ice Removal Fee  |  |
| Action(s)<br>Requested | Staff would recommend approving the resolution to accept the work completed, authorize final payment, and commence the one-year warranty period for the 2015 Pavement Management Project.  |  |

Families, Fields and Fair

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# CITY OF FALCON HEIGHTS COUNCIL RESOLUTION

January 13, 2016

| No. 16-03  |  |  |  |  |
|--|--|--|--|--|
| RESOLUTION TO AMEND CITY FEE SCHEDULE TO INCLUDE A FEE FOR SNOW REMOVAL  |  |  |  |  |
| •  |  | efines a nuisance upon premises as Snow and hours after a storm has ended;   |  |  |
| from sidewalks as providing prescribed, the aparty to abate the nuisbill is unpaid, the cost against the property fo | vided in subsesction dministrator or clessance. The responsions shall be certified to recollection in accordance.  **RESOLVED** by the \$100 per hour with | ates "In case of failure to remove snow and ice in 22-47(c)(1) after notification and within the erk may order city employees or a contracted sible person shall be billed for the costs. If the to the county auditor as a special assessment rdance with Minn. Stats. 429.101;  Council of the City of Falcon Heights, a a minimum of one (1) hour for snow and ice ule. |  |  |
| Moved by:  |  | Approved by:Peter Lindstrom  Mayor   |  |  |
| LINDSTROM<br>GUSTAFSON<br>HARRIS   | In Favor<br>Against  | Attested by:<br>Sack Thongvanh<br>City Administrator   |  |  |

**BROWN THUNDER** 

**FISCHER**