

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

**AGENDA**  
February 24, 2016 at 7:00 P.M.

- A. CALL TO ORDER:
  
- B. ROLL CALL: LINDSTROM \_\_\_ HARRIS \_\_\_ BROWN THUNDER \_\_\_  
FISCHER \_\_\_ GUSTAFSON \_\_\_  
  
STAFF PRESENT: THONGVANH\_\_\_
  
- C. PRESENTATIONS:
  
- D. APPROVAL OF MINUTES:
  - 1. February 3, 2016 City Council Workshop Meeting Minutes
  - 2. February 10, 2016 City Council Meeting Minutes
  
- E. PUBLIC HEARINGS:
  
- F. CONSENT AGENDA:
  - 1. General Disbursements through: 2/17/16 \$120,165.43  
Payroll through: 2/15/16 \$17,833.48
  - 2. City License(s)
  - 3. Administrative Coordinator
  - 4. Accept Donations for 2016 Special Events
  
- G: POLICY ITEMS:
  - 1. National League of Cities-Service Line Warranty Program
  - 2. City Hall-Rooftop Unit Replacement
  
- H. INFORMATION/ ANNOUNCEMENTS:
  
- I. COMMUNITY FORUM:
  
- J. ADJOURNMENT:

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## Falcon Heights City Council Workshop

City Hall  
2077 W Larpenteur Ave.  
6:30 p.m.

MINUTES  
Wednesday, February 3, 2016

**1) Proposed MnDot Sidewalk on Snelling Ave - Curtiss Field**

The City received a sidewalk proposal from MnDot to complete a connection on the east side of Snelling from Hoyt Ave to Larpenteur Ave. City staff was not in agreement with the initial MnDot proposal because of the existing sidewalk around the pond in Curtiss Field because MnDot would request that the City maintains the sidewalk for snow removal and also the proposed three feet boulevard. It would not make sense or be an efficient use of staff time to maintain sidewalks that were parallel to each other.

MnDot did not agree to our proposal to connect current sidewalks. The new proposal is to meet halfway between Curtiss and Snelling to avoid a 3 foot boulevard. We would propose a 10-15 ft. boulevard to avoid snow removal issues and pedestrian safety issues. The newly planted trees would be relocated closer to Curtiss pond.

**2) National League of Cities-Service Line Warranty Program**

City Administrator Sack Thongvanh discussed the Service Line Warranty Program that is endorsed by the National League of Cities. The program is administered by Utility Service Partners, Inc. and is an affordable home protection solution that helps with high cost of repairing broken or leaking water or sewer lines.

This is an insurance program for residents who have not set aside money to pay for an unexpected, expensive utility line repair. There is a monthly fee with no deductibles or service fees. The repair is performed professionally and quickly.

There is no cost to the City to participate in the program, but the company would have the right to use the City's logo for promotional materials for the program. Promotional materials for the program would go out three times a year for spring, fall and winter. The City could receive royalties of \$.50/month for each subscriber, but has agreed to pass along the savings to reduce the subscriber's month cost.

There are a handful of cities in Minnesota that are utilizing this service. Cities that are utilizing this service have found it to be a good resource. Columbia Heights has about 2,000 residents utilizing this service, and St. Louis Park has about 1,000 residents utilizing the service. This service would repair the sewer line when issues arise but not replace the entire line.

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Peter Lindstrom, Mayor

Dated this 3<sup>rd</sup> day of February, 2016

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Sack Thongvanh, City Administrator

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

**MINUTES**  
February 10, 2016 at 7:00 P.M.

- A. CALL TO ORDER: 7:00 pm
- B. ROLL CALL: LINDSTROM   X   HARRIS   X   BROWN THUNDER   X    
FISCHER   X   GUSTAFSON   X
- STAFF PRESENT: THONGVANH   X
- C. PRESENTATIONS:
1. Housing Resource Center  
Suzanne Snyder is the Director of the Housing Resource Center. The mission is to preserve, improve, and increase affordable housing and to assist communities with housing revitalization. They provide ethically-priced, first mortgage financing to home-buyers. They also provide a contract-for-deed program for people that are a good credit risk but cannot get financing through the bank. They also work with them on their credit and budgeting to pay off their contract-for-deed.
- The services that the Housing Resource Center has focused the most on are home improvement financing, construction consultations (rehab advisory), and information and referrals. To contact for resources they can be called at 651-486-7401.
- D. APPROVAL OF MINUTES:
1. January 27, 2016 City Council Meeting Minutes Approved
- E. PUBLIC HEARINGS:
- F. CONSENT AGENDA:
1. General Disbursements through: 2/02/16 \$361,561.88  
Payroll through: 1/31/16 \$17,706.80
  2. 2015 PMP - Roselawn Ave Pay Request #1
  3. Sanitary Sewer Cleaning Program
    - a. In 2007 the city started the sewer cleaning televising. The recommendation is to use the same company we've used in the past and not go out for bids, as the company we've been using has always been the lowest bid. The contract would be three years, and if the city stays with the same company it allows the city to negotiate the price for this next contract.
  4. Lauderdale Recreation Agreement Council Member Harris Moved, Approved 5-0

G: POLICY ITEMS:

1. MnDot Master Partnership Contract

City Engineer Jesse Freihammer stated that MnDot currently uses the TA99 process, and now they're promoting this Master Partnership Contract. There are many services that fall into the contract such as quality assurance testing on state roads, minor repairs, and lighting. This contract makes it a little easier to access MnDot's services in a timelier manner.

Council Member Gustafson Moves, Abstention 1(Councilor Fischer), Approved 4-0

2. Ramsey County Joint Powers Agreement for New Voting System and Operation

In 2001 the city entered into a joint powers agreement with Ramsey County and purchased the voting equipment. In 2015, money was allocated to purchase a new voting system and operations, but the payment was delayed until 2016. The 2015 allocated money has now been rolled over to 2016, and the city is requesting the allocated money be approved for spending in 2016.

Council Member Fischer Moves, Approved 5-0

H. INFORMATION/ ANNOUNCEMENTS:

Council Member Fischer:

- He has attended an event hosted by Ramsey County Libraries with Professor Duchess Harris speaking on the Black Lives Matter movement. The last lecture of the series is Tuesday, February 16 from 12:30-2:00 at the Roseville Library.

Council Member Harris:

- The Friends of Ramsey County Libraries had their gala last Saturday night. This year they were able to exceed their goal, and the theme this year was spies, lies, and literature.

Council Member Brown Thunder:

- Tomorrow night NYFS is having its youth award ceremony for outstanding youth from 5:30-7:00pm at the NYFS Discovery and Events Center. The cost is \$30, but it's to honor outstanding youth for outstanding service and commitment.

Council Member Gustafson:

- Winterfest was on the 31<sup>st</sup>, and that was a great success.
- The Parks and Recreation Commission met, and they will have a recommendation for Curtiss Field to the council shortly.
- There's a scouting day coming up Saturday, February 20 for all girl scouts, boy scouts, brownies, and cub scouts. The event will be at the Ramsey County Sheriff's Patrol Station and the Public Works Station. They can explore the National Guard and Sheriff's trucks, equipment, and see the K9 dogs.

- There's also a new position open related to the new voting equipment for Ramsey County: Ramsey County Election and Voter Registration Clerk. The position closes on February 26.

Mayor Lindstrom:

- Winterfest was great! Almost all of the staff was in attendance. We also want to thank the County Commissioner Janice Rettman, as well as the Lions for all of their help.
- Friday night was the Family Fun night at Falcon Heights Elementary School. He was duck taped to the wall in the cafeteria to raise money. They raised \$850 by selling \$1 strips of tape.
- The Environment Commission met on Monday. They are going to be applying for a three year German exchange program to go to cities in Germany that are similar to Falcon Heights. This is a University of Minnesota sponsored program. They would learn about clean energy in Germany and vice versa. They would participate in conferences and events.
- Additionally, the Commission will be sponsoring a community solar event sometime in April. They are also looking at a Tree Trust program (a non-profit). The non-profit partners with different cities in the metro and has a subsidized tree program.

City Administrator Sack Thongvanh:

- AARP tax assistance is Tuesday and Thursdays 9am-12pm at City Hall.
- The Fire Department is searching for paid on-call volunteer firefighters for the City of Falcon Heights.
- If you want to learn what the Good Acre does, they are having an informational on Monday, February 22<sup>nd</sup> at 7pm.
- We should hear back sometime in Mid-March from the Safe Routes to Schools grant that was submitted.
- This week he has attended the Governor's Homeland Security and Emergency Management Conference. It has been good to have police, fire departments, and emergency management individuals getting us prepared and making sure we know how to respond.

I. COMMUNITY FORUM:

J. ADJOURNMENT: 7:21 pm

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Peter Lindstrom, Mayor

Dated this 10<sup>th</sup> day of February, 2016

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Sack Thongvanh, City Administrator

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***The City That Soars!***

## REQUEST FOR COUNCIL ACTION

<b>Meeting Date</b>	February 24, 2016
<b>Agenda Item</b>	Consent F1
<b>Attachment</b>	General Disbursements and Payroll
<b>Submitted By</b>	Roland Olson, Finance Director

<b>Item</b>	General Disbursements and Payroll
<b>Description</b>	General Disbursements through: 2/17/16: \$120,165.43 Payroll through: 2/15/16: \$17,833.48
<b>Budget Impact</b>	The general disbursements and payroll are consistent with the budget.
<b>Attachment(s)</b>	<ul style="list-style-type: none"> <li>• General Disbursements and Payroll</li> </ul>
<b>Action(s) Requested</b>	Staff recommends that the Falcon Heights City Council approve general disbursements and payroll.

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PACKET: 01337 FEB 4 PAYABLES  
VENDOR SET: 01 City of Falcon Heights  
SEQUENCE : ALPHABETIC  
DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
ST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
01-0539		DAKOTA ELECTRIC ASSOCIATION				
I-1680700039		FEBRUARY SOLAR ELECTRIC	530.00			
2/03/2016	APBNK	DUE: 2/03/2016 DISC: 2/03/2016		1099: N		
		FEBRUARY SOLAR ELECTRIC		101 4131-85025-000	SOLAR ELECTRIC	530.00
		=== VENDOR TOTALS ===	530.00			
01-05235		JAN-PRO CLEANING SYSTEMS				
I-54282		FEBRUARY CLEANING SERVICES	205.00			
2/03/2016	APBNK	DUE: 2/03/2016 DISC: 2/03/2016		1099: N		
		FEBRUARY CLEANING SERVICES		101 4131-87010-000	CITY HALL MAINTENANCE	205.00
		=== VENDOR TOTALS ===	205.00			
01-05466		LAND'S END BUSINESS OUTFIT				
I-SIN3523012		CITY LOGO CLOTHING	249.09			
2/03/2016	APBNK	DUE: 2/03/2016 DISC: 2/03/2016		1099: N		
		CITY LOGO CLOTHING		101 4112-70100-000	SUPPLIES	249.09
		=== VENDOR TOTALS ===	249.09			
01-07263		NEXTEL COMMUNICATIONS, INC				
I-201602045667		CELL PHONES	67.26			
2/04/2016	APBNK	DUE: 2/04/2016 DISC: 2/04/2016		1099: N		
		CELL PHONES		101 4124-85015-000	CELL PHONE	67.26
		=== VENDOR TOTALS ===	67.26			
01-07024		ON SITE SANITATION				
I-191149		COMM PARK TOILETS	56.25			
2/03/2016	APBNK	DUE: 2/03/2016 DISC: 2/03/2016		1099: N		
		COMM PARK TOILETS		601 4601-85080-000	PORTABLE TOILET PARKS	56.25
		=== VENDOR TOTALS ===	56.25			
		=== PACKET TOTALS ===	1,107.60			

PACKET: 01339 FEB 10 PAYABLES  
VENDOR SET: 01 City of Falcon Heights  
SEQUENCE : ALPHABETIC  
DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----				GROSS	P.O. #			
ST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION		
01-0250		AMERIPRIDE SERVICES						

I-1003373440		LINEN CLEANING		39.03				
2/09/2016	APBNK	DUE: 2/09/2016 DISC: 2/09/2016			1099: N			
		LINEN CLEANING			101 4124-70100-000	SUPPLIES		39.03
=== VENDOR TOTALS ===				39.03				

01-00887		BASIC ANIMAL RESCUE TRAINING						
I-16203		ANIMAL RESCUE TNG		450.00				
2/10/2016	APBNK	DUE: 2/10/2016 DISC: 2/10/2016			1099: N			
		ANIMAL RESCUE TNG			101 4124-86020-000	TRAINING		450.00
=== VENDOR TOTALS ===				450.00				

01-03110		CENTURY LINK						
I-201602095669		LANDLINES		128.68				
2/09/2016	APBNK	DUE: 2/09/2016 DISC: 2/09/2016			1099: N			
		LANDLINES			601 4601-85011-000	TELEPHONE - LANDLINE		64.42
		LANDLINES			101 4141-85011-000	TELEPHONE - LANDLINE		64.26
=== VENDOR TOTALS ===				128.68				

01-03123		CINTAS CORPORATION #470						
I-470705185		MATS, SVC CHARGE		52.84				
2/10/2016	APBNK	DUE: 2/10/2016 DISC: 2/10/2016			1099: N			
		MATS, SVC CHARGE			101 4132-70120-000	SUPPLIES		52.84
=== VENDOR TOTALS ===				52.84				

01-017		CITY OF LITTLE CANADA						
I-201602095672		4TH QTR BLDG INSPECT MILEAGE		406.06				
2/09/2016	APBNK	DUE: 2/09/2016 DISC: 2/09/2016			1099: N			
		4TH QTR BLDG INSPECT MILEAGE			101 20200-000	ACCOUNTS PAYABLE		406.06
=== VENDOR TOTALS ===				406.06				

01-06290		CITY OF ROSEVILLE						
I-201602095671		GEN ENGINEERING, 2015 ST PROJ		679.44				
2/09/2016	APBNK	DUE: 2/09/2016 DISC: 2/09/2016			1099: N			
		GENERAL ENGINEERING			101 20200-000	ACCOUNTS PAYABLE		218.56
		2015 STREET PROJECT			419 20200-000	ACCOUNTS PAYABLE		460.88

PACKET: 01339 FEB 10 PAYABLES  
VENDOR SET: 01 City of Falcon Heights  
SEQUENCE : ALPHABETIC  
DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----  
POST DATE BANK CODE -----DESCRIPTION----- GROSS DISCOUNT P.O. # G/L ACCOUNT -----ACCOUNT NAME----- DISTRIBUTION  
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01 290 CITY OF ROSEVILLE ( \*\* CONTINUED \*\* )

I-221092 JAN IT SERVICES 1,831.25  
2/09/2016 APBNK DUE: 2/09/2016 DISC: 2/09/2016 1099: N  
JAN IT SERVICES 101 4116-85070-000 TECHNICAL SUPPORT 1,831.25

I-221127 JAN PHONE SERVICES 281.12  
2/09/2016 APBNK DUE: 2/09/2016 DISC: 2/09/2016 1099: N  
JAN PHONE SERVICES 101 4116-85010-000 TELEPHONE 281.12

=== VENDOR TOTALS === 2,791.81

01-04570 JOSEPH, KATRINA E.

I-49 JAN PROSECUTIONS 2,500.00  
2/09/2016 APBNK DUE: 2/09/2016 DISC: 2/09/2016 1099: Y  
JAN PROSECUTIONS 101 4123-80200-000 LEGAL FEES 2,500.00

=== VENDOR TOTALS === 2,500.00

01-05509 LEAGUE OF MN CITIES

I-225148 2016 NEWLY ELECTED LEADERSHIP 630.00  
2/09/2016 APBNK DUE: 2/09/2016 DISC: 2/09/2016 1099: N  
2016 NEWLY ELECTED LEADERSHIP 101 4111-86100-000 CONFERENCES/EDUCATION/TR 630.00

I-230052 STORMWATER COILITION 2016 515.00  
2/09/2016 APBNK DUE: 2/09/2016 DISC: 2/09/2016 1099: N  
STORMWATER COILITION 2016 602 4602-86110-000 MEMBERSHIPS 515.00

=== VENDOR TOTALS === 1,145.00

01 5665 METROPOLITAN COUNCIL

1051804 MARCH SS 40,550.39  
2/09/2016 APBNK DUE: 2/09/2016 DISC: 2/09/2016 1099: N  
MARCH SS 601 4601-85060-000 METRO SEWER CHARGES 40,550.39

=== VENDOR TOTALS === 40,550.39

01-05273 MN PUBLIC EMPLOYEES INSURANCE

I-425031 FEB & MAR HEALTH INSURANCE 12,906.44  
2/10/2016 APBNK DUE: 2/10/2016 DISC: 2/10/2016 1099: N  
FEB & MAR HEALTH INSURANCE 101 4112-89000-000 MISCELLANEOUS 12,906.44

=== VENDOR TOTALS === 12,906.44

PACKET: 01339 FEB 10 PAYABLES  
VENDOR SET: 01 City of Falcon Heights  
SEQUENCE : ALPHABETIC  
DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----  
ST DATE BANK CODE -----DESCRIPTION----- GROSS P.O. #  
DISCOUNT G/L ACCOUNT -----ACCOUNT NAME----- DISTRIBUTION  
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01-1875 MOBILE MINI, INC.

I-151079189 CURTISS FIELD WARMING HOUSE 425.00  
2/09/2016 APBNK DUE: 2/09/2016 DISC: 2/09/2016 1099: N  
CURTISS FIELD WARMING HOUSE 101 4141-87130-000 MINI WARMING HOUSE 425.00  
=== VENDOR TOTALS === 425.00

01-06024 ON SITE SANITATION

I-203606 COMM PARK TOILETS 75.00  
2/09/2016 APBNK DUE: 2/09/2016 DISC: 2/09/2016 1099: N  
COMM PARK TOILETS 601 4601-85080-000 PORTABLE TOILET PARKS 75.00

I-203607 CURTISS FIELD TOILETS 75.00  
2/09/2016 APBNK DUE: 2/09/2016 DISC: 2/09/2016 1099: N  
CURTISS FIELD TOILETS 601 4601-85080-000 PORTABLE TOILET PARKS 75.00  
=== VENDOR TOTALS === 150.00

01-06053 OREILLY AUTO PARTS

I-3243464795 TOOL 47.87  
2/09/2016 APBNK DUE: 2/09/2016 DISC: 2/09/2016 1099: N  
TOOL 101 4131-70110-000 SUPPLIES 47.87  
=== VENDOR TOTALS === 47.87

01-06185 RAMSEY COUNTY

I-RISK1767 FEB DENTAL/DISABILITY/LIFE IN 907.39  
2/09/2016 APBNK DUE: 2/09/2016 DISC: 2/09/2016 1099: N  
FEB DENTAL/DISABILITY/LIFE INS 101 4112-89000-000 MISCELLANEOUS 907.39  
=== VENDOR TOTALS === 907.39

01-06544 TIM SANDVIK

I-201602095670 CELL PHONE, MILEAGE, POSTAGE 143.22  
2/09/2016 APBNK DUE: 2/09/2016 DISC: 2/09/2016 1099: N  
CELL PHONE REIMB DEC 101 4131-85015-000 CELL PHONE 20.00  
POSTAGE 101 4112-70500-000 POSTAGE 3.94  
MILEAGE 101 4112-86100-000 CONFERENCES/EDUCATION/AS 31.42  
WINTERFEST SUPPLIES 101 4116-89010-000 SPECIAL EVENTS 79.88  
CEC MEETING SUPPLIES 101 4112-86100-000 CONFERENCES/EDUCATION/AS 7.98  
=== VENDOR TOTALS === 143.22

PACKET: 01339 FEB 10 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
0. 070	XCEL ENERGY					
I-201602095668		STREET LIGHTS, GAS, ELECT	4,564.23			
2/09/2016	APBNK	DUE: 2/09/2016 DISC: 2/09/2016		1099: N		
		STREET LIGHTS		209 4209-85020-000	STREET LIGHTING POWER	1,583.76
		STREET LIGHTS		209 4209-85020-000	STREET LIGHTING POWER	66.32
		STREET LIGHTS		209 4209-85020-000	STREET LIGHTING POWER	15.60
		STREET LIGHTS		209 4209-85020-000	STREET LIGHTING POWER	51.87
		STREET LIGHTS		209 4209-85020-000	STREET LIGHTING POWER	45.68
		STREET LIGHTS		209 4209-85020-000	STREET LIGHTING POWER	19.77
		STREET LIGHTS		209 4209-85020-000	STREET LIGHTING POWER	11.72
		STREET LIGHTS		209 4209-85020-000	STREET LIGHTING POWER	102.16
		STREET LIGHTS		209 4209-85020-000	STREET LIGHTING POWER	8.21
		STREET LIGHTS		209 4209-85020-000	STREET LIGHTING POWER	34.50
		STREET LIGHTS		209 4209-85020-000	STREET LIGHTING POWER	36.20
		GAS		101 4131-85030-000	NATURAL GAS	977.41
		ELECT		101 4131-85020-000	ELECTRIC	608.55
		ELECT		101 4141-85020-000	ELECTRIC/GAS	223.50
		GAS		101 4141-85030-000	NATURAL GAS	292.86
		ELECT		101 4141-85020-000	ELECTRIC/GAS	486.12
		=== VENDOR TOTALS ===	4,564.23			
		=== PACKET TOTALS ===	67,207.96			

PACKET: 01343 FEBURARY 16 PAYABLES  
VENDOR SET: 01 City of Falcon Heights  
SEQUENCE : ALPHABETIC  
DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----				GROSS	P.O. #			
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION		
01-0110	CENTURY LINK							
I-201602165678		LANDLINES		61.05				
2/16/2016	APBNK	DUE: 2/16/2016 DISC: 2/16/2016			1099: N			
		LANDLINES			101 4141-85011-000	TELEPHONE - LANDLINE		61.05
		=== VENDOR TOTALS ===		61.05				
01-03123	CINTAS CORPORATION #470							
I-470788605		MATS, SHOP TOWELS, SOAP		97.54				
2/16/2016	APBNK	DUE: 2/16/2016 DISC: 2/16/2016			1099: N			
		MATS, SHOP TOWELS, SOAP			101 4132-70120-000	SUPPLIES		97.54
		=== VENDOR TOTALS ===		97.54				
01-03122	CITY OF ST PAUL							
I-IN00014232		ELECT STREET LIGHTS		306.18				
2/16/2016	APBNK	DUE: 2/16/2016 DISC: 2/16/2016			1099: N			
		ELECT STREET LIGHTS			209 20200-000	ACCOUNTS PAYABLE		306.18
		=== VENDOR TOTALS ===		306.18				
01-05115	GOPHER STATE ONE CALL							
I-6010358		LOCATES		24.65				
2/16/2016	APBNK	DUE: 2/16/2016 DISC: 2/16/2016			1099: N			
		LOCATES			601 4601-88030-000	LOCATES		24.65
		=== VENDOR TOTALS ===		24.65				
01-05052	JOHNSON-POWERS,DAN							
I-201602165675		REIMB TEACHING FF1/HAZMAT		387.50				
2/16/2016	APBNK	DUE: 2/16/2016 DISC: 2/16/2016			1099: N			
		REIMB TEACHING FF1/HAZMAT			101 4124-86020-000	TRAINING		387.50
		=== VENDOR TOTALS ===		387.50				
01-05466	LAND'S END BUSINESS OUTFIT							
I-SIN3544200		CITY LOGO CLOTHING		189.71				
2/16/2016	APBNK	DUE: 2/16/2016 DISC: 2/16/2016			1099: N			
		CITY LOGO CLOTHING			101 4112-70100-000	SUPPLIES		189.71
		=== VENDOR TOTALS ===		189.71				



PACKET: 01343 FEBURARY 16 PAYABLES  
VENDOR SET: 01 City of Falcon Heights  
SEQUENCE : ALPHABETIC  
DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
ST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
01-0509		LEAGUE OF MN CITIES				
I-232254		2016 SAFETY WORKSHOP	20.00			
2/16/2016	APBNK	DUE: 2/16/2016 DISC: 2/16/2016		1099: N		
		2016 SAFETY WORKSHOP		101 4112-86100-000	CONFERENCES/EDUCATION/AS	20.00
		=== VENDOR TOTALS ===	20.00			
01-05644		LEAGUE OF MN HUMAN RIGHTS COMM				
I-2-10012		2016 MEMBERSHIP DUES	100.00			
2/16/2016	APBNK	DUE: 2/16/2016 DISC: 2/16/2016		1099: N		
		2016 MEMBERSHIP DUES		101 4112-86110-000	MEMBERSHIPS	100.00
		=== VENDOR TOTALS ===	100.00			
01-05440		LOFFLER COMPANIES, INC				
I-18270255		FEB & MAR COPIER CHARGES	444.16			
2/16/2016	APBNK	DUE: 2/16/2016 DISC: 2/16/2016		1099: N		
		FEB & MAR COPIER CHARGES		101 4112-87000-000	REPAIR OFFICE EQUIPMENT	444.16
		=== VENDOR TOTALS ===	444.16			
01-05638		MASTER TECHNOLOGY GROUP				
I-54935		PARTS & LABOR DATA PATCH PANE	595.70			
2/16/2016	APBNK	DUE: 2/16/2016 DISC: 2/16/2016		1099: N		
		PARTS & LABOR DATA PATCH PANE		101 4116-87090-000	REPAIR OTHER EQUIPMENT	595.70
		=== VENDOR TOTALS ===	595.70			
01-0582		MENARDS				
I-201602165674		CITY HALL SUPPLIES, OIL	122.36			
2/16/2016	APBNK	DUE: 2/16/2016 DISC: 2/16/2016		1099: N		
		CITY HALL SUPPLIES		101 4131-70110-000	SUPPLIES	21.50
		OIL		101 4132-74000-000	MOTOR FUEL & LUBRICANTS	100.86
		=== VENDOR TOTALS ===	122.36			
01-05494		MK MECHANICAL INC				
I-6867		REPLACE BURNERS- PARTS & LABO	2,359.45			
2/16/2016	APBNK	DUE: 2/16/2016 DISC: 2/16/2016		1099: N		
		REPLACE BURNERS- PARTS & LABOR		101 4124-87029-000	REPAIR OTHER EQUIPMENT	2,359.45
		=== VENDOR TOTALS ===	2,359.45			

PACKET: 01343 FEBURARY 16 PAYABLES  
VENDOR SET: 01 City of Falcon Heights  
SEQUENCE : ALPHABETIC  
DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----				GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----		DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====							
01-0672	MN	EQUIPMENT SOLUTIONS					
I-42929		JD BROOM		111.51			
2/16/2016	APBNK	DUE: 2/16/2016 DISC: 2/16/2016			1099: N		
		JD BROOM			101 4132-70120-000	SUPPLIES	111.51
I-60112		JD BROOM		86.32			
2/16/2016	APBNK	DUE: 2/16/2016 DISC: 2/16/2016			1099: N		
		JD BROOM			101 4132-70120-000	SUPPLIES	86.32
=== VENDOR TOTALS ===				197.83			
=====							
01-05760	MINNESOTA	GFOA					
I-201602165680		2016 MN GFOA MEMBERSHIP		60.00			
2/16/2016	APBNK	DUE: 2/16/2016 DISC: 2/16/2016			1099: N		
		2016 MN GFOA MEMBERSHIP			101 4113-86100-000	CONFERENCES/EDUCATION/AS	60.00
=== VENDOR TOTALS ===				60.00			
=====							
01-04875	MOBILE	MINI, INC.					
I-151079922		CURTISS FIELD WARMING HOUSE		425.00			
2/16/2016	APBNK	DUE: 2/16/2016 DISC: 2/16/2016			1099: N		
		CURTISS FIELD WARMING HOUSE			101 4141-87130-000	MINI WARMING HOUSE	425.00
=== VENDOR TOTALS ===				425.00			
=====							
01-05825	MUNICIPAL	CODE CORPORATION					
I-266303		ANNUAL WEB CODE		950.00			
2/16/2016	APBNK	DUE: 2/16/2016 DISC: 2/16/2016			1099: N		
		ANNUAL WEB CODE			101 4116-85060-000	WEB SITE	950.00
=== VENDOR TOTALS ===				950.00			
=====							
01-05994	NORTHEAST	YOUTH & FAMILY					
I-201602165679		COOPERATIVE SERVICE		8,927.00			
2/16/2016	APBNK	DUE: 2/16/2016 DISC: 2/16/2016			1099: N		
		COOPERATIVE SERVICE			101 4111-86500-000	COOPERATIVE SERVICE	8,927.00
=== VENDOR TOTALS ===				8,927.00			

PACKET: 01343 FEBURARY 16 PAYABLES  
VENDOR SET: 01 City of Falcon Heights  
SEQUENCE : ALPHABETIC  
DUE TO/FROM ACCOUNTS SUPPRESSED

POST DATE	BANK CODE	DESCRIPTION	GROSS DISCOUNT	P.O. # G/L ACCOUNT	ACCOUNT NAME	DISTRIBUTION
=====						
01-185	RAMSEY COUNTY					
I-201602165676		NEW VOTING SYSTEM	14,056.00			
2/16/2016	APBNK	DUE: 2/16/2016 DISC: 2/16/2016		1099: N		
		NEW VOTING SYSTEM		401 4401-90100-000	FURNITURE & EQUIPMENT	14,056.00
I-PUBW 15343		GOTTFRIED STORM PIT REPAIRS	9,280.15			
2/16/2016	APBNK	DUE: 2/16/2016 DISC: 2/16/2016		1099: N		
		GOTTFRIED STORM PIT REPAIRS		602 20200-000	ACCOUNTS PAYABLE	9,280.15
=== VENDOR TOTALS ===			23,336.15			

01-06303 REPUBLIC SERVICES

I-923-2924966		WASTE REMOVAL	153.92			
2/16/2016	APBNK	DUE: 2/16/2016 DISC: 2/16/2016		1099: N		
		WASTE REMOVAL		101 4131-82010-000	WASTE REMOVAL	153.92
=== VENDOR TOTALS ===			153.92			

01-06301 SAMS CLUB MC/SYNCB

I-201602175681		WINTERFEST SUPPLIES, TNG EXPE	788.93			
2/17/2016	APBNK	DUE: 2/17/2016 DISC: 2/17/2016		1099: N		
		CAS TNG EXPS.		601 4601-86100-000	TRAINING	54.36
		WINTERFEST SUPPLIES		101 4116-89010-000	SPECIAL EVENTS	215.66
		FIRE DEPT TOOL		101 4124-70120-000	TOOLS & SUPPLIES	171.39
		PHONE FOR VAULT ROOM		101 4116-70100-000	SUPPLIES	48.95
		DUMP TRUCK ANNUAL INSPECTION		101 4132-87000-000	REPAIR EQUIPMENT	153.57
		SAMS CLUB ANNUAL MEMBERSHIP		601 4601-70100-000	SUPPLIES	145.00
=== VENDOR TOTALS ===			788.93			

01-82 SURPLUS SERVICES

I-20036563		SHOP TOOL ROOM BOOKCASE	40.00			
2/16/2016	APBNK	DUE: 2/16/2016 DISC: 2/16/2016		1099: N		
		SHOP TOOL ROOM BOOKCASE		101 4131-70110-000	SUPPLIES	40.00
=== VENDOR TOTALS ===			40.00			

01-05870 XCEL ENERGY

I-201602165677		GAZEBO, SNELLING & HOYT	23.84			
2/16/2016	APBNK	DUE: 2/16/2016 DISC: 2/16/2016		1099: N		
		CURTISS FIELD GAZEBO		101 4141-85020-000	ELECTRIC/GAS	12.09
		SNELLING & HOYT SIGN AREA		209 4209-85020-000	STREET LIGHTING POWER	11.75
=== VENDOR TOTALS ===			23.84			

=== PACKET TOTALS === 39,610.97

fed withholding	6806.80
st withholdings	1057.84
Pera. 25	3074.26
Icma	1300.00

51,849.87

EMP #	NAME	AMOUNT
1005	SACK THONGVANH	2,817.34
01-1017	TIMOTHY J SANDVIK	1,497.91
01-1019	KATHLEEN N THRASHER	734.50
01-1136	ROLAND O OLSON	1,974.55
01-1159	SARA E ASCHENBECK	237.12
01-1018	PAUL A MORETTO	1,743.54
01-0085	DANIEL S JOHNSON-POWERS	73.36
01-0086	RICHARD H HINRICHS	203.92
01-0087	MICHAEL A MCKAY	147.25
01-0095	MICHAEL J POESCHL	981.91
01-0105	ANTON M FEHRENBACH	157.52
01-0106	SCOTT A TESCH	239.16
01-0123	BRYAN R SULLIVAN	307.21
01-0124	MICHAEL D KRUSE	135.00
01-0128	NICHOLAS M ROSENBERG	17.23
01-0132	ANDREW K TEMME	149.29
01-1030	TIMOTHY J PITTMAN	1,690.96
01-1033	DAVE TRETSVEN	1,451.90
01-1143	COLIN B CALLAHAN	1,468.55
01-2237	SAMANTHA L GARDNER	390.64
01-2230	ROBERT J CHANDLER	272.43

TOTAL PRINTED: 21 16,691.29

2-10-2016 9:33 AM PAYROLL CHECK REGISTER  
 PAYROLL NO: 01 City of Falcon Heights

PAGE: 1  
 PAYROLL DATE: 2/10/2016

EMP NO	EMPLOYEE NAME	TYPE	CHECK DATE	CHECK AMOUNT	CHECK NO.
0000	ANDERSON, KEVIN	R	2/10/2016	160.42	087292
0000	GAFFNEY, PATRICK	R	2/10/2016	152.87	087293
0000	WICK, JEFFREY M	R	2/10/2016	69.32	087294
0126	SMITH, BENJAMIN J	R	2/10/2016	140.00	087295
0130	RABEK, PAUL A	R	2/10/2016	98.42	087296
0131	THOMAS, DAVID M	R	2/10/2016	89.38	087297
0134	MCCREADY, IAN H	R	2/10/2016	63.70	087298
2172	ARCAND, MICHAEL W	R	2/10/2016	368.08	087299

2-10-2016 9:33 AM PAYROLL CHECK REGISTER  
 PAYROLL NO: 01 City of Falcon Heights

PAGE: 2  
 PAYROLL DATE: 2/10/2016

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

REGULAR CHECKS:	8	1,142.19
DIRECT DEPOSIT REGULAR CHECKS:	21	16,691.29
MANUAL CHECKS:		
PRINTED MANUAL CHECKS:		
DIRECT DEPOSIT MANUAL CHECKS:		
VOIDED CHECKS:		
NON CHECKS:		
TOTAL CHECKS:	29	17,833.48

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



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## REQUEST FOR COUNCIL ACTION

<b>Meeting Date</b>	February 24, 2016
<b>Agenda Item</b>	Consent F2
<b>Attachment</b>	N/A
<b>Submitted By</b>	Tim Sandvik, Deputy Clerk

<b>Item</b>	Approval of City Licenses
<b>Description</b>	<p>The following individuals have applied for a <u>Municipal Business License</u>. Staff has received the necessary documents for licensure.</p> <ol style="list-style-type: none"> <li>1. The Good Acre</li> <li>2. Snap Fitness</li> </ol> <p>The following individuals have applied for a Tree <u>Trimming/Treating/Removal License</u>. Staff has received the necessary documents for licensure.</p> <ol style="list-style-type: none"> <li>1. Birch Tree Care</li> </ol> <p>The following individuals have applied for a <u>Therapeutic Massage License</u>. Staff has received the necessary documents for licensure.</p> <ol style="list-style-type: none"> <li>1. Ruth Atherly - Olive Retreat and Spa</li> </ol>
<b>Budget Impact</b>	N/A
<b>Attachment(s)</b>	N/A
<b>Action(s) Requested</b>	Staff recommends that the Falcon Heights City Council approve the 2016 City License Applications.

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## REQUEST FOR COUNCIL ACTION

<b>Meeting Date</b>	February 24, 2016
<b>Agenda Item</b>	Consent F3
<b>Attachment</b>	N/A
<b>Submitted By</b>	Sack Thongvanh, City Administrator

<b>Item</b>	Administrative Coordinator
<b>Description</b>	<p>Katie Thrasher is currently a part-time (28 hrs/week) Administrative Coordinator with the primary focus of providing front desk support for administration. The allocation of her time is separated to support duties related to but not limited to clerk, park and recreation, building permits and administration.</p> <p>Katie will start working on record management (Laserfiche) and cross-training in the finance department.</p>
<b>Budget Impact</b>	The transition has been budgeted and approved for the 2016 Budget.
<b>Attachment(s)</b>	N/A
<b>Action(s) Requested</b>	Staff would recommend changing Katie Thrasher status from part-time to full-time per the 2016 budget allocation. This does not change her eligibility for a step increase of up to 5% in September. But, it does change her from an hourly employee to a non-exempt salary employee.

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## REQUEST FOR COUNCIL ACTION

<b>Meeting Date</b>	February 24, 2016
<b>Agenda Item</b>	Consent F4
<b>Attachment</b>	N/A
<b>Submitted By</b>	Tim Sandvik, Recreation Supervisor

<b>Item</b>	Accepting Donations for 2016 Special Events
<b>Description</b>	At the beginning of each year Falcon Heights' and surrounding businesses provide donations to support the upcoming year's Park and Recreation Fund and Special Events. There are three levels at which the business can donate- Gold (\$200 - \$500) Silver (\$100-\$199) and Bronze (\$50-\$99). The Parks and Recreation department uses the money from the local businesses to assist in purchasing the events entertainment, supplies and any other event and programming related costs. Each donation is recognized by the city as appropriate.
<b>Budget Impact</b>	To date, a total of \$250 has been donated to the Parks and Recreation Programming Fund. These donations help offset the cost of Parks Programming.
<b>Attachment(s)</b>	NA
<b>Action(s) Requested</b>	Accept the following donations for 2016 special events from the following businesses: <b>Gold Level (\$200 - \$500):</b> James Kernik, D.D.S. (\$200) <b>Bronze Level (\$50-\$99):</b> Young Spa (\$50)

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## REQUEST FOR COUNCIL ACTION

<b>Meeting Date</b>	February 24, 2016
<b>Agenda Item</b>	Policy G1
<b>Attachment</b>	Resolution and Agreement
<b>Submitted By</b>	Sack Thongvanh, City Administrator

<b>Item</b>	National League of Cities - Service Line Warranty Program
<b>Description</b>	<p>The National League of Cities Line Warranty Program is administered by Utility Service Partners, Inc. It is an affordable home protection solution that helps with high cost of repairing broken or leaking water or sewer lines.</p> <p>This is an insurance program for residents who have not set aside money to pay for an unexpected, expensive utility line repair. There is a monthly fee with no deductibles or service fees. The repair is performed professionally and quickly.</p> <p>Although there is not a cost, part of the City's obligation would be to endorse the service and allow the company to use the official City's logo for promotional materials. Per the request from February City Council Workshop, the monthly cost for the subscriber has been reduce by \$.50/month. The amount that the City would have received from Utility Service Partners, Inc. per resident that would subscribe to the program.</p> <p>The City will have no direct responsibilities for billing, advertisements, or service calls. The cities that currently participate in the program are: City of Oak Park Heights, Columbia Heights, St. Louis Park, Hawley, Pelican Rapids, Perham, and St. Michael.</p>
<b>Budget Impact</b>	This program would have a minimal effect on the budget, but it will require additional staff time fielding calls from residents.
<b>Attachment(s)</b>	<ul style="list-style-type: none"> <li>• Agreement</li> <li>• Resolution 2016-10 Approve Marketing License Agreement with Utility Service Partners D/B/A Service Line Warranties of America</li> </ul>
<b>Action(s) Requested</b>	Staff would recommend approval of the attached resolution, agreement and authorize the Mayor and City Administrator to execute all necessary documents.

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**MARKETING LICENSE AGREEMENT BETWEEN THE CITY OF FALCON  
HEIGHTS, MINNESOTA, AND UTILITY SERVICE PARTNERS PRIVATE LABEL,  
INC. D/B/A SERVICE LINE WARRANTIES OF AMERICA**

This MARKETING LICENSE AGREEMENT ("Agreement") entered into as of [\_\_\_\_\_, 20\_\_] ("Effective Date"), by and between the City of Falcon Heights, Minnesota ("City"), and Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America ("SLWA"), herein collectively referred to singularly as "Party" and collectively as the "Parties".

**RECITALS:**

**WHEREAS**, sewer and water line laterals between the mainlines and the connection on residential private property are owned by individual residential property owners ("Residential Property Owner"); and

**WHEREAS**, City desires to offer Residential Property Owners the opportunity, but not the obligation, to purchase a service line warranty and other similar products ("Warranty"); and

**WHEREAS**, SLWA is the administrator of the National League of Cities Service Line Warranty Program and has agreed to provide the Warranty to Residential Property Owners subject to the term and conditions contained herein; and

**NOW, THEREFORE**, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and with the intent to be legally bound hereby, the Parties agree as follows:

**AGREEMENT**

1. **Purpose.** City hereby grants to SLWA the right to offer the Warranty to Residential Property Owners subject to the terms and conditions herein.
2. **Grant of License.** City hereby grants to SLWA a non-exclusive license ("License") to use City's name and logo on letterhead, bills and marketing materials to be sent to Residential Property Owners from time to time, and to be used in advertising, all at SLWA's sole cost and expense and subject to City's prior review and approval, which will not be unreasonably conditioned, delayed, or withheld. City agrees that it will not extend a similar license to any competitor of SLWA during the term of this Agreement.
3. **Term.** The term of this Agreement ("Term") shall be for three (3) years from the Effective Date. The Agreement will automatically renew for additional one (1) year terms ("Renewal Term") unless one of the Parties gives the other written notice at least ninety (90) days prior to end of the Term or of a Renewal Term that the Party does not intend to renew this Agreement. In the event that SLWA is in material breach of this Agreement, the City may terminate this Agreement thirty (30) days after giving written notice to SLWA of such breach, if

said breach is not cured during said thirty (30) day period. SLWA will be permitted to complete any marketing initiative initiated or planned prior to termination of this Agreement after which time, neither Party will have any further obligations to the other and this Agreement will terminate. During the Term, SLWA shall conduct a Spring, Fall and Winter campaign each year in accordance with the schedules set forth in Exhibit A. The pricing for each such campaign shall be in accordance with Exhibit A attached hereto.

**4. Indemnification.** SLWA hereby agrees to protect, indemnify, and hold the City, its elected officials, officers, employees and agents (collectively or individually, "Indemnitee") harmless from and against any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, attorneys' fees and court costs (individually or collectively, "Claim"), which an Indemnitee may suffer or which may be sought against or are recovered or obtainable from an Indemnitee, as a result of, or by reason of, or arising out of or in consequence of any act or omission, negligent or otherwise, of the SLWA or its officers, employees, contractors, subcontractors, agents or anyone who is directly or indirectly employed by, or is acting in concert with, the SLWA or its officers, its employees, contractors, subcontractors, or agents in the performance of this Agreement; provided that the applicable Indemnitee notifies SLWA of any such Claim within a time that does not prejudice the ability of SLWA to defend against such Claim. Any Indemnitee hereunder may participate in its, his, or her own defense, but will be responsible for all costs incurred, including reasonable attorneys' fees, in connection with such participation in such defense.

**5. Notice.** Any notice required to be given hereunder shall be deemed to have been given when notice is (i) received by the Party to whom it is directed by personal service, (ii) telephonically faxed to the telephone number below provided confirmation of transmission is received thereof, or (iii) deposited as registered or certified mail, return receipt requested, with the United States Postal Service, addressed as follows:

**To:** City:  
ATTN: Sack Thongvanh  
City of Falcon Heights  
2077 W. Larpenteur  
Falcon Heights, MN 55113  
Phone: (651) 792-7611

**To:** SLWA:  
ATTN: Vice President, Business Development  
Utility Service Partners Private Label, Inc.  
11 Grandview Circle, Suite 100  
Canonsburg, PA 15317  
Phone: (724) 749-1003

**6. Modifications or Amendments/Entire Agreement.** Any and all of the representations and obligations of the Parties are contained herein, and no modification, waiver or amendment of this Agreement or of any of its conditions or provisions shall be binding upon a party unless in writing signed by that Party.

**7. Assignment.** This Agreement and the License granted herein may not be assigned by SLWA without the prior written consent of the City, such consent not to be unreasonably withheld.

**8. Counterparts/Electronic Delivery.** This Agreement may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any Party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter.

**9. Choice of Law/Attorney Fees.** The governing law shall be the laws of the State of Minnesota. In the event that at any time during the Term or any Renewal Term either Party institutes any action or proceeding against the other relating to the provisions of this Agreement or any default hereunder, then the unsuccessful Party shall be responsible for the reasonable expenses of such action including reasonable attorney's fees, incurred therein by the successful Party.

**10. Liability Insurance.** SLWA agrees to maintain a minimum of One Million and No/100 Dollars (\$1,000,000.00) of coverage under a commercial general liability insurance policy. SLWA agrees that City shall be named as an additional insured under such policy of insurance. Proof of such insurance shall be supplied and affixed hereto as Exhibit "B".

**11. Incorporation of Recitals and Exhibits.** The above Recitals and Exhibits attached hereto are incorporated by reference and expressly made part of this Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement on the day and year first written above.

**MARKETING LICENSE AGREEMENT BETWEEN THE CITY OF FALCON HEIGHTS AND  
UTILITY SERVICE PARTNERS PRIVATE LABEL, INC. D/B/A SERVICE LINE WARRANTIES OF  
AMERICA**

**CITY OF FALCON HEIGHTS**

By: \_\_\_\_\_  
Peter Lindstrom, Mayor

By: \_\_\_\_\_  
Sack Thongvanh, City Administrator

**UTILITY SERVICE PARTNERS PRIVATE LABEL, INC.**

By: \_\_\_\_\_  
Brad H. Carmichael, Vice President

By: \_\_\_\_\_  
\_\_\_\_\_



Exhibit A  
NLC Service Line Warranty Program  
City of Falcon Heights, MN  
Term Sheet  
February 5, 2016  
(Term Sheet valid for 90 days)

- I. Term of agreement
  - a. Initial term
    - i. Three years guaranteed (total of 9 campaigns)
- II. License Provisions
  - a. City logo on letterhead, advertising, billing, and marketing materials
  - b. Signature by City official
- III. Products offered
  - a. External sewer line warranty
  - b. External water line warranty
  - c. In-home plumbing warranty
- IV. Scope of Coverage
  - a. External sewer line warranty
    - i. Scope is from the city main tap until line daylights inside home...of which includes the service line under the concrete floor. [Note: **If homeowner responsibility is different than this language, please advise.**]
  - b. External water line warranty
    - i. Scope is from the meter and/or curb box until it daylights inside home...of which includes the service line under the concrete floor. [Note: **If homeowner responsibility is different than this language, please advise.**]
    - ii. Extended coverage: Scope includes thawing of frozen external water line
  - c. In-home plumbing warranty
    - i. Scope covers residential in-home water supply lines and in-home sewer lines and all drain lines connected to the main sewer stack that are broken or leaking inside the home after the point of entry. Coverage includes broken or leaking water, sewer, or drain lines that may be embedded under the slab or basement floor. Coverage also includes repair of clogged toilets.
- V. Marketing Campaigns – three seasonal campaigns per year (Spring, Fall, and Winter)
  - a. 2016 Spring - Sewer
  - b. 2016 Fall - Water
  - c. 2016 Winter - In-home plumbing
  - d. 2017 Spring - Sewer
  - e. 2017 Fall - Water
  - f. 2017 Winter - In-home plumbing
  - g. 2018 Spring - Sewer
  - h. 2018 Fall - Water
  - i. 2018 Winter - In-home plumbing

## VI. Campaign Pricing

### a. Sewer

- i. Year 1 - \$7.25 per month; \$82.00 annually
- ii. Year 2 - \$7.25 per month; \$82.00 annually (subject to annual review)
- iii. Year 3 - \$7.25 per month; \$82.00 annually (subject to annual review)

### b. Water

- i. Year 1 - \$5.25 per month; \$58.00 annually
- ii. Year 2 - \$5.25 per month; \$58.00 annually (subject to annual review)
- iii. Year 3 - \$5.25 per month; \$58.00 annually (subject to annual review)

### c. In-home plumbing

- i. Year 1 - \$6.50 per month; \$73.00 annually
- ii. Year 2 - \$6.50 per month; \$73.00 annually (subject to annual review)
- iii. Year 3 - \$6.50 per month; \$73.00 annually (subject to annual review)



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**CITY OF FALCON HEIGHTS  
COUNCIL RESOLUTION**

February 24, 2016

No. 16-10

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A RESOLUTION AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN MARKETING SERVICES AGREEMENT WITH UTILITY SERVICE PARTNERS PRIVATE LABEL, INC. (“USP”) D/B/A SERVICE LINE WARRANTIES OF AMERICA (“SLWA”) TO LICENSE THE USE OF THE CITY OF FALCON HEIGHTS, MINNESOTA(“CITY”) TRADEMARK IN CONJUNCTION WITH ADVERTISEMENT TO THE FALCON HEIGHTS RESIDENTS OF WARRANTY PLANS FOR REPAIR OF WATER, SEWER, AND IN-HOME PLUMBING LINES ON RESIDENTIAL PROPERTY; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, residents of the City are responsible for the maintenance and repair of water, sewer and in-home plumbing service lines that are on their properties not within the City’s right-of-way; and

**WHEREAS**, water, sewer and in-home plumbing lines, on private property, can vary widely in age and condition, resulting in substantial cost to residents when there is a malfunction on residential property; and

**WHEREAS**, the National League of Cities has introduced USP, d/b/a SLWA, as a resource for warranties of residential property owners whose water and sewer lines require repair; and

**WHEREAS**, City staff recommends that the City enter into an agreement with the National League of Cities Service Line Warranty Program, which offers homeowners the opportunity for repairing broken or leaking water, sewer, or in-home plumbing lines for a low monthly fee, for a period of three (3) years, renewing on an annual basis thereafter.

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

1. Authorize the Mayor and City Administrator to execute all necessary documents.
2. Market Services Agreement with Utility Service Partners Private, Inc. d/b/a Service Line Warranties of America to license the use of the City of Falcon Heights trademark in conjunction with advertisement to the City of Falcon Heights residents of warranty plans for repair of water, sewer, and in-home plumbing lines on residential property.
3. This resolution shall be effect immediately upon its final passage.

Moved by:

Approved by: \_\_\_\_\_  
Peter Lindstrom  
Mayor

LINDSTROM \_\_\_\_\_ In Favor  
BROWN THUNDER \_\_\_\_\_  
HARRIS \_\_\_\_\_ Against  
FISCHER \_\_\_\_\_  
GUSTAFSON \_\_\_\_\_

Attested by: \_\_\_\_\_  
Sack Thongvanh  
City Administrator

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## REQUEST FOR COUNCIL ACTION

<b>Meeting Date</b>	February 24, 2016
<b>Agenda Item</b>	Policy G2
<b>Attachment</b>	Bids
<b>Submitted By</b>	Tim Pittman, Public Works Director

<b>Item</b>	City Hall - Rooftop Unit Replacement							
<b>Description</b>	<p>There are four roof top units that maintain the temperature in the City Hall. Each of the units is designated for certain areas of the city hall.</p> <p>The unit that controls the heat in the lobby and front desk area has a temporary repair to get thru the winter season. This is one of the three units that were installed in the early 90's. It has surpassed its life expectancy. The last unit that was purchased by the City was \$14,000 to \$15,000.</p> <p>Bids</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr style="background-color: #d9ead3;"> <th style="width: 70%;">Contractor</th> <th style="width: 30%;">Bid Amount</th> </tr> </thead> <tbody> <tr> <td>Joel Smith Heating &amp; Air Conditioning, Inc.</td> <td style="text-align: right;">\$10,866.00</td> </tr> <tr> <td>MK Mechanical Service</td> <td style="text-align: right;">\$13,900.00</td> </tr> </tbody> </table>		Contractor	Bid Amount	Joel Smith Heating & Air Conditioning, Inc.	\$10,866.00	MK Mechanical Service	\$13,900.00
Contractor	Bid Amount							
Joel Smith Heating & Air Conditioning, Inc.	\$10,866.00							
MK Mechanical Service	\$13,900.00							
<b>Budget Impact</b>	This item was not budgeted for, but there are monies available for the replacement.							
<b>Attachment(s)</b>	<ul style="list-style-type: none"> <li>• Bids</li> </ul>							
<b>Action(s) Requested</b>	Staff would recommend authorizing the purchase and accept the bid from Joel Smith Heating & Air Conditioning, Inc. of the amount of \$10,866.00 and amend the Parks/Recreation/Public Facilities Capital Improvements to reallocate funds for the above stated purpose and delay the purchase of a JD Mower of \$38,000 for 2016.							

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**MK Mechanical Service**

23996 Olinda Trail North,  
Scandia, MN 55073  
Phone: 651-248-5195  
Fax: 651-204-0078

Date: Friday, February 12, 2016  
To: **Falcon Heights City Hall**  
2077 W. Larpentuer Ave  
Falcon Heights MN, 55113  
Phone  
Fax  
Attn: Tim  
Phone: 612-366-2307  
Email: tim.pittman@falconheights.org  
Re: 7.5 ton roof top change out

WE PROPOSE to furnish material and labor to change out the 7.5 ton roof top unit that services the front office. Per the following scope of work.

**Scope of Work:**

- 1. Remove old Trane rooftop and disposal.
- 2. Supply curb adaptor for new rooftop.
- 3. Supply and install a new **7.5 ton Rudd rooftop** with economizer.
- 4. Reconnect new rooftop to existing gas, and electrical.
- 5. Complete startup.
- 6. Permit.

**BID AMOUNT FOR THE SCOPE OF WORK:**

**\$13,900.00**

As always, we will work with you and provide the best service and pricing available.

Customer agrees to pay MK Mechanical all amounts due for any services or materials provided upon receipt of any invoices from MK Mechanical. Customer agrees to a service charge of 1.5% on all balances thirty (30) days or more past due. Customer also specifically agrees to pay MK Mechanical for all collection costs, including employee and employer time and expense, and all attorney fees and legal cost incurred in either collection of or protection of MK Mechanical's interest in customers past due accounts or performance of the work provided. In the event the customer terminates or breaches this agreement/contract customer still agrees to pay MK Mechanical in full on a time and material basis for all services or materials provided to the customer including but not limited to the time MK Mechanical has expended in preparing any invoices and estimates, and an additional consulting and adjusting fee equal to 20% of the total services and materials MK Mechanical provided to the customer for the work up to and including the date of such termination or breach, which fee represents the industry standard for reasonable profits and overhead generally paid and is not a penalty. Any change or modification to this agreement and these terms must be in writing and change orders signed by both parties. All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. MK Mechanical will not be held liable for agreements contingent upon strikes, accidents or delays beyond our control. Building owner shall carry fire, property and other necessary insurance. Our workers are covered by workmen's compensation insurance. MK Mechanical will not be responsible for, nor will bid on this project, any work or cost of asbestos abatement. Building owner shall provide safe work area with free access to carry out above work. Upgrading of existing systems to meet the most current codes is limited to scope of work detailed above. All work to be performed during normal workday on straight time unless otherwise noted. Materials are to be paid for upon delivery to the job site. MK Mechanical excludes extended or additional parts or labor warranty coverage beyond the manufacturer's warranty or guarantee.

**This agreement and quote is "Prelien Notification" and "Lien Claimants Notice" as required by Minnesota Law.**

Authorized Signature  
Accepted By \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

MK Mechanical  
\_\_\_\_\_  
Mike Kastner

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# Joel Smith Heating & Air Conditioning, Inc.

Proposal

13915 Lincoln St. NE - Suite E, Ham Lake, MN 55304 \* Office 763.792.1066 \* Fax 763.717.3949

For more product information, please visit our website at: [www.jsmithhvac.com](http://www.jsmithhvac.com)

Proposal Submitted to		Phone Number	Email
CITY OF FALCON HEIGHTS		651-792-7618	
ATT TIM PITTMAN			
Address		City, State, Zip code	Date
2077 WEST LARPEN TEUR AVE		FALCON HEIGHTS MN	2/1/2016

## INSTALL COMFORT SYSTEM TO INCLUDE

INSTAL NEW RUUD 7.5 TON ROOFTOP UNIT IN PLACE OF EXISTING TRANE UNIT WITH CURB ADAPTER, NEW STAT, ELECTRIC, PERMIT, REMOVE AND RECYCLE OLD UNIT,

\$ 10,866.00

OPTION: ADD ECONOMIZER FOR FALL, WINTER AND SPRING, (FREE) COOLING \$922.00

**TOTAL \$ 10,866.00**

### Contractor's Agreement:

All work to be completed in a professional manner according to standard practices. Any changes from the specifications above may result in additional charges. **Payment for services rendered is due upon completion.** A service charge of 1.5% monthly will be assessed on all amounts past due. Prices listed herein are valid for 30 days.

Contractor  
Signature

Date

### Acceptance of Proposal:

Upon signing, this proposal becomes a legal agreement between the contractor, Joel Smith Heating and Air Conditioning, Inc, and the home owner. Homeowner agrees to the following: The above details are satisfactory and are hereby accepted. You are authorized to perform the work as specified. Payment will be made as outlined above.

Homeowner  
Signature

Date

### Contractors Notice to Home Owner:

- (a) Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for the contributions.
- (b) Under Minnesota law, you have the right to pay persons who supplied labor or materials for this improvement directly and deduct this amount from our contract price, or withhold the amounts due from us until 120 days after completion of the improvements unless we give you a lien waiver signed by persons who supplied any labor or material from the improvement and who gave you timely notice.