

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

AGENDA
June 23, 2010

- A. CALL TO ORDER: 7:00 PM
- B. ROLL CALL: LINDSTROM ___ HARRIS ___ GOSLINE ___
 LONG ___ MERCER-TAYLOR ___
 MILLER ___
- C. PRESENTATIONS:
 - 1. Resolution Proclaiming Thor Kommedahl Day
 - 2. Annual MS-4 Presentation- Tim Pittman, Parks and Public Works Director
- D. APPROVAL OF MINUTES: June 9, 2010
- E. PUBLIC HEARINGS:
- F. CONSENT AGENDA:
 - 1. General Disbursements through 6/3/10: \$142,776.78
 Payroll through 5/27/10: \$15,638.23
 - 2. City License Applications
 - 3. Citizen Corps Grant Transfer
 - 4. Acceptance of Donation to Forestry Program
 - 5. St. Paul Regional Water Services Cost Share Agreement
 - 6. Combination of Deputy City Clerk and Recreation Supervisor Duties
- G: POLICY ITEMS:
 - 1. Award of Bid – Larpenteur Avenue Streetscape Project- Updated
- H. INFORMATION/ANNOUNCEMENTS:
- I. COMMUNITY FORUM:
- J. ADJOURNMENT:

**CITY OF FALCON HEIGHTS
COUNCIL RESOLUTION**

June 23, 2010

No. 10-09

Resolution Proclaiming Thor Kommedahl Day

WHEREAS, Thor Kommedahl has been a resident of Falcon Heights since 1953, living in an apartment, then a single family home, and today at 1666 Coffman; and

WHEREAS, Dr. Kommedahl has been a valued member of not only the Falcon Heights community but also as a longtime professor of plant pathology at the University of Minnesota, St. Paul Campus, where he also earned three academic degrees; and

WHEREAS, Dr. Kommedahl is a devoted jogger and a testament to healthy living; and

WHEREAS, Dr. Kommedahl recently passed a significant milestone by jogging the equivalent of the distance around the equator, a total of 24,902 miles; and

WHEREAS, these miles were logged at the gym on the St. Paul campus, where he has been keeping track of his mileage since 1968; and

WHEREAS, whereas Dr. Kommedahl is not content with reaching this admirable goal, and has embarked on another journey which includes running the distance around Lake Superior; and

WHEREAS, Dr. Kommedahl is a fine example of how exercise can lead to a long, productive, and happy life; and

WHEREAS, today, on behalf of the City of Falcon Heights, we join together in celebrating Dr. Kommedahl's devotion to Falcon Heights and his healthy lifestyle and encourage others to follow his example;

NOW, THEREFORE BE IT RESOLVED, that the Falcon Heights City Council does hereby proclaim June 23, 2010 as Dr. Thor Kommedahl Day in appreciation of his contributions to the community and for the example that he sets everyday.

Moved by:

Approved by: _____

Peter Lindstrom, Mayor
June 23, 2010

LINDSTROM ___ In Favor
GOSLINE
HARRIS ___ Against
LONG
MERCER-TAYLOR

Attested by: _____

Justin Miller
City Administrator
June 23, 2010

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June 9, 2010

- A. CALL TO ORDER: 7:00 PM
- B. ROLL CALL: LINDSTROM _X_ HARRIS _X_ GOSLINE _X_
LONG _X_ MERCER-TAYLOR _X_
MILLER _X_ CITY ATTORNEY KNUTSON _X_
- C. PRESENTATIONS:
1. Resolution Proclaiming Gay Pride Week Chuck Long Moved Approval
5-0
- D. APPROVAL OF MINUTES: May 26, 2010 Approved
- E. PUBLIC HEARINGS:
- F. CONSENT AGENDA: Pam Harris Moved Approval 5-0
1. General Disbursements through 6/3/10: \$142,776.78
Payroll through 5/27/10: \$15,638.23
2. City License Applications
3. 2010 Boulevard Tree Replacement Contract
4. Establish a General Obligation Equipment Fund and Capital
Equipment Fund
- G. POLICY ITEMS:
1. Recycling Services Request for Proposals- Updated 6/7/10 Beth
Mercer-Taylor Moved Approval 5-0
2. Amendment to Sign Code Ordinance 10-03 Pam Harris Moved
Approval 5-0
3. Conditional Use Permit for a dental laboratory in the Spire
Credit Union Building, 2025 Larpenteur Avenue W. Keith Gosline Moved Approval 5-0
- H. INFORMATION/ ANNOUNCEMENTS:
- I. COMMUNITY FORUM:
- J. ADJOURNMENT: 7:35pm



The City That Soars!

REQUEST FOR COUNCIL ACTION

Meeting Date	June 23, 2010
Agenda Item	Consent F1
Attachment	General Disbursements and Payroll
Submitted By	Roland Olson, Finance Director

Item	General Disbursements and Payroll
Description	General Disbursements through 6/16/10: \$101,509.82 Payroll through 6/15/10: \$16,653.54
Budget Impact	
Attachment(s)	General Disbursements and Payroll
Action(s) Requested	Staff recommends that the Falcon Heights City Council approve general disbursements and payroll.

PAYROLL NO: 01 City of Falcon Heights

PAYROLL DATE: 6/14/2010

EMP NO	EMPLOYEE NAME	TYPE	CHECK DATE	CHECK AMOUNT	CHECK NO.
1136	OLSON, ROLAND O	R	6/14/2010	591.01	076582
0034	KURHAJETZ, CLEMENT	R	6/14/2010	159.02	076583
0066	HERNANDEZ, ALFRED	R	6/14/2010	97.32	076584
0095	POESCHL, MICHAEL J	R	6/14/2010	168.45	076585
0104	VANN, VINCENT A	R	6/14/2010	62.50	076586
0112	LESKE, CHRIS M	R	6/14/2010	44.59	076587
0117	EISCHEN, RONALD B	R	6/14/2010	44.59	076588
0119	WICK, JEFFREY M	R	6/14/2010	103.69	076589
0120	HAWTHORNE, ROCHELLE L	R	6/14/2010	139.79	076590
0123	SULLIVAN, BRYAN R	R	6/14/2010	150.76	076591
0124	KRUSE, MICHAEL D	R	6/14/2010	139.40	076592
2172	ARCAND, MICHAEL W	R	6/14/2010	178.96	076593
1145	SCARDIGLI, ANTHONY N	R	6/14/2010	813.38	076594
1030	PITTMAN, TIMOTHY J	R	6/14/2010	1,702.47	076595
1148	FOX, ELIZABETH M	R	6/14/2010	575.29	076596
2121	RAJCIC, KAREN E	R	6/14/2010	350.93	076597
2129	SKUNDBERG, KIRSTEN M	R	6/14/2010	74.75	076598
2148	BENSON, LEANN M	R	6/14/2010	72.61	076599
2181	GUNDERSON, ELIZABETH A	R	6/14/2010	79.02	076600
2182	HUSTAD, KARIS C	R	6/14/2010	78.66	076601
2183	STEINER, CHARLES R	R	6/14/2010	79.02	076602
2185	TOMLINSON, KELLY R	R	6/14/2010	76.88	076603
2187	MIELKE, LUKE J	R	6/14/2010	7.38	076604

EMP #	NAME	AMOUNT
01-1002	JUSTIN J MILLER	2,446.19
01-1010	MICHELLE C TESSER	912.09
01-1016	LISA A ABERNATHY	838.01
01-1136	ROLAND O OLSON	1,100.00
01-1147	CHARLOTTE E STOCKSTEAD	116.36
01-1038	DEBORAH K JONES	1,662.02
01-0040	KEVIN ANDERSON	99.07
01-0085	DANIEL S JOHNSON-POWERS	116.71
01-0086	RICHARD H HINRICHS	107.30
01-0087	MICHAEL A MCKAY	127.68
01-0097	PATRICK GAFFNEY	107.08
01-0101	DALE E HUFF	47.27
01-0105	ANTON M FEHRENBACH	146.58
01-0106	SCOTT A TESCH	158.56
01-0121	JESSICA L ADAMS	65.18
01-1030	TIMOTHY J PITTMAN	325.00
01-1033	DAVE TRETSVEN	1,466.61
01-1143	COLIN B CALLAHAN	1,021.36

TOTAL PRINTED: 18 10,863.07

6-14-2010 8:53 AM

PAYROLL CHECK REGISTER

PAGE: 2

PAYROLL NO: 01 City of Falcon Heights

PAYROLL DATE: 6/14/2010

*** REGISTER TOTALS ***

REGULAR CHECKS:	23	5,790.47
DIRECT DEPOSIT REGULAR CHECKS:	18	10,863.07
MANUAL CHECKS:		
PRINTED MANUAL CHECKS:		
DIRECT DEPOSIT MANUAL CHECKS:		
VOIDED CHECKS:		
NON CHECKS:		

TOTAL CHECKS:	41	16,653.54

*** NO ERRORS FOUND ***

** END OF REPORT **

PACKET: 00440 Regular 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
=====						
01-00222		ALLEGRA PRINT & IMAGING				
I-119070		LETTERHEAD	149.76			
6/09/2010	APBNK	DUE: 6/09/2010 DISC: 6/09/2010		1099: N		
		LETTERHEAD		101 4112-70100-000	SUPPLIES	149.76
		=== VENDOR TOTALS ===	149.76			
=====						
01-00265		AMERICAN ENVIRONMENTAL LLC				
I-44		ROOT CUTTING	6,680.00			
6/09/2010	APBNK	DUE: 6/09/2010 DISC: 6/09/2010		1099: N		
		ROOT CUTTING		601 4601-87300-000	ROOT TREATMENT	6,680.00
		=== VENDOR TOTALS ===	6,680.00			
=====						
01-00255		AMERICAN OFFICE PRODUCTS				
I-109660I		LOG BOOK & INDEX PAGES	29.43			
6/09/2010	APBNK	DUE: 6/09/2010 DISC: 6/09/2010		1099: N		
		LOG BOOK & INDEX PAGES		101 4112-70100-000	SUPPLIES	29.43
		=== VENDOR TOTALS ===	29.43			
=====						
01-00250		AMERIPRIDE SERVICES				
I-1000530964		LINEN CLEANING	37.20			
6/09/2010	APBNK	DUE: 6/09/2010 DISC: 6/09/2010		1099: N		
		LINEN CLEANING		101 4124-82011-000	LINEN CLEANING	37.20
		=== VENDOR TOTALS ===	37.20			
=====						
01-00892		BEARCOM				
I-3942948		3 NEW PAGERS	1,533.59			
6/09/2010	APBNK	DUE: 6/09/2010 DISC: 6/09/2010		1099: N		
		3 NEW PAGERS		402 4402-91000-000	MACHINERY & EQUIPMENT	1,533.59
		=== VENDOR TOTALS ===	1,533.59			
=====						
01-03001		CAMPBELL KNUTSON				
I-201006092392		MAY/10 LEGALS	992.25			
6/09/2010	APBNK	DUE: 6/09/2010 DISC: 6/09/2010		1099: N		
		MAY/10 LEGALS		101 4114-80200-000	LEGAL FEES	992.25
		=== VENDOR TOTALS ===	992.25			

PACKET: 00440 Regular Payables

VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

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-----ID-----
POST DATE  BANK CODE  -----DESCRIPTION-----  GROSS  P.O. #
DISCOUNT  G/L ACCOUNT  -----ACCOUNT NAME-----  DISTRIBUTION
=====
01-03089  CASH
    
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I-201006102399  CERT MAIL TAPE & OSHA TNG FOO  33.04
6/10/2010  APBNK  DUE: 6/10/2010 DISC: 6/10/2010  1099: N
CERTIFIED MAIL  101 4112-70500-000  POSTAGE  7.51
OSHA TRAINING FOOD -MULTI-CITY  101 4131-70110-000  SUPPLIES  20.19
PACKING TAPE  101 4112-70100-000  SUPPLIES  5.34

=== VENDOR TOTALS ===  33.04
    
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01-03123 CINTAS CORPORATION #470

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I-470474478  RUG/TOWEL SVC & BTHRM SUPPLIE  197.74
6/09/2010  APBNK  DUE: 6/09/2010 DISC: 6/09/2010  1099: N
RUG/TOWEL SVC & BTHRM SUPPLIES  101 4131-70110-000  SUPPLIES  65.91
RUG/TOWEL SVC & BTHRM SUPPLIES  101 4141-70100-000  SUPPLIES  65.91
RUG/TOWEL SVC & BTHRM SUPPLIES  601 4601-70100-000  SUPPLIES  65.92

=== VENDOR TOTALS ===  197.74
    
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01-03117 CITY OF LITTLE CANADA

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I-201006092385  2ND QTR BLDG PERMITS  7,500.00
6/09/2010  APBNK  DUE: 6/09/2010 DISC: 6/09/2010  1099: N
2ND QTR BLDG PERMITS  101 4117-81210-000  BUILDING INSPECTORS  7,500.00

=== VENDOR TOTALS ===  7,500.00
    
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01-03122 CITY OF ST PAUL

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I-114281  APR/10 FUEL  98.26
6/09/2010  APBNK  DUE: 6/09/2010 DISC: 6/09/2010  1099: N
APR/10 FUEL  101 4124-74000-000  MOTOR FUEL & LUBRICANTS  98.26

=== VENDOR TOTALS ===  98.26
    
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01-04084 FIRE EQUIPMENT SPECIALTIES

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I-6626  REPAIR 4 GAS METERS  32.01
6/09/2010  APBNK  DUE: 6/09/2010 DISC: 6/09/2010  1099: N
REPAIR 4 GAS METERS  101 4124-87029-000  REPAIR OTHER EQUIPMENT  32.01

=== VENDOR TOTALS ===  32.01
    
```


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-----ID-----			GROSS	P.O. #			
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----		DISTRIBUTION
=====							
01-05310	JANINE GAFFNEY						
I-201006092388		REFUND RECREATION FEES	72.00				
6/09/2010	APBNK	DUE: 6/09/2010 DISC: 6/09/2010		1099: N			
		REFUND BEGINNING BASKETBALL		201 34310-000	RECREATION FEES		36.00
		REFUND 3-ON-3 BASKETBALL -BOYS		201 34310-000	RECREATION FEES		36.00
		=== VENDOR TOTALS ===	72.00				
=====							
01-05115	GOPHER STATE ONE CALL						
I-0050499		MAY/10 LOCATES	122.05				
6/09/2010	APBNK	DUE: 6/09/2010 DISC: 6/09/2010		1099: N			
		MAY/10 LOCATES		601 4601-88030-000	ONE CALL CONCEPTS-LOCATE		122.05
		=== VENDOR TOTALS ===	122.05				
=====							
01-05244	HENNEPIN TECH COLLEGE						
I-00202246		CAR, FIRE BLAST & SCBA TRAILER	2,385.00				
6/09/2010	APBNK	DUE: 6/09/2010 DISC: 6/09/2010		1099: N			
		CAR, FIRE BLAST & SCBA TRAILER		101 4124-86020-000	TRAINING		2,385.00
		=== VENDOR TOTALS ===	2,385.00				
=====							
01-05054	DEBORAH JONES						
I-201006102397		POSTAGE & CERT MAILING REIMB	9.72				
6/10/2010	APBNK	DUE: 6/10/2010 DISC: 6/10/2010		1099: N			
		POSTAGE & CERT MAILING REIMB		101 4112-70500-000	POSTAGE		9.72
		=== VENDOR TOTALS ===	9.72				
=====							
01-07272	LILLIE SUBURBAN NEWSPAPER						
I-201006092393		NOTICE - LARP STREETScape BID	116.00				
6/09/2010	APBNK	DUE: 6/09/2010 DISC: 6/09/2010		1099: N			
		NOTICE - LARP STREETScape BIDS		101 4111-70410-000	LEGAL NOTICES		116.00
		=== VENDOR TOTALS ===	116.00				
=====							
01-05309	SIDA LY-XIONG						
I-201006092389		REFUND ULTIMATE FRISBEE	36.00				
6/09/2010	APBNK	DUE: 6/09/2010 DISC: 6/09/2010		1099: N			
		REFUND ULTIMATE FRISBEE		201 34310-000	RECREATION FEES		36.00
		=== VENDOR TOTALS ===	36.00				

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-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-05555	MEDICS TRAINING					
I-8832		3 HR EMT/1ST RESPOND TRAINING	525.00			
6/09/2010	APBNK	DUE: 6/09/2010 DISC: 6/09/2010		1099: N		
		3 HR EMT/1ST RESPOND TRAINING		101 4124-86020-000	TRAINING	525.00
		=== VENDOR TOTALS ===	525.00			
=====						
01-05665	METROPOLITAN COUNCIL					
I-0000933283		JULY/10 S.S.	42,810.33			
6/09/2010	APBNK	DUE: 6/09/2010 DISC: 6/09/2010		1099: N		
		JULY/10 S.S.		601 4601-85060-000	METRO SEWER CHARGES	42,810.33
		=== VENDOR TOTALS ===	42,810.33			
=====						
01-07231	MN FIRE SVC CERT. BOARD					
I-489		2 FFI CERTIFICATION TEST FEES	140.00			
6/10/2010	APBNK	DUE: 6/10/2010 DISC: 6/10/2010		1099: N		
		2 FFI CERTIFICATION TEST FEES		101 4124-86020-000	TRAINING	140.00
		=== VENDOR TOTALS ===	140.00			
=====						
01-05817	MN STATE HORTICULTURAL SOCIETY					
I-201006092387		2010 MN GREEN MEMBERSHIP	55.00			
6/09/2010	APBNK	DUE: 6/09/2010 DISC: 6/09/2010		1099: N		
		2010 MN GREEN MEMBERSHIP		203 4203-89000-000	MISCELLANEOUS	55.00
		=== VENDOR TOTALS ===	55.00			
=====						
01-05792	MRPA					
I-6681		2010 SUMMER LEADERSHIP CONF.	200.00			
6/09/2010	APBNK	DUE: 6/09/2010 DISC: 6/09/2010		1099: N		
		2010 SUMMER LEADERSHIP CONF.		201 4201-86100-000	CONFERENCES/EDUCATION	200.00
		=== VENDOR TOTALS ===	200.00			
=====						
01-06024	ON SITE SANITATION					
I-A-391476		PORTABLE TOILET RENTAL	55.58			
6/09/2010	APBNK	DUE: 6/09/2010 DISC: 6/09/2010		1099: N		
		PORTABLE TOILET RENTAL		601 4601-85080-000	PORTABLE TOILET PARKS	55.58
I-A-391640		PORTABLE TOILET RENTAL	55.58			
6/09/2010	APBNK	DUE: 6/09/2010 DISC: 6/09/2010		1099: N		
		PORTABLE TOILET RENTAL		601 4601-85080-000	PORTABLE TOILET PARKS	55.58
		=== VENDOR TOTALS ===	111.16			

PACKET: 00440 Regular Payables
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DUE TO/FROM ACCOUNTS SUPPRESSED

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

01-06053 OREILLY AUTO PARTS

I-201006092396		OIL, FILTER, BRAKE FLUID	231.24			
6/09/2010	APBNK	DUE: 6/09/2010 DISC: 6/09/2010		1099: N		
		OIL & FILTER FOR SWEEPER		602 4602-74000-000	FUEL & LUBRICANTS	131.49
		OIL & BRAKE FLUID FOR MAINT		101 4131-70110-000	SUPPLIES	99.75
=== VENDOR TOTALS ===			231.24			

01-06065 OXYGEN SERVICE COMPANY

I-03141988		MONTHLY AIR TANK RENTAL	62.76			
6/09/2010	APBNK	DUE: 6/09/2010 DISC: 6/09/2010		1099: N		
		MONTHLY AIR TANK RENTAL		101 4124-70100-000	SUPPLIES	62.76
=== VENDOR TOTALS ===			62.76			

01-05273 MN PUBLIC EMPLOYEES INSURANCE

I-201006102398		JULY/10 INSURANCE	4,648.48			
6/10/2010	APBNK	DUE: 6/10/2010 DISC: 6/10/2010		1099: N		
		JULY/10 INSURANCE		101 4112-89000-000	MISCELLANEOUS	4,648.48
=== VENDOR TOTALS ===			4,648.48			

01-06945 QWEST

I-201006092391		LANDLINE TELEPHONE	112.84			
6/09/2010	APBNK	DUE: 6/09/2010 DISC: 6/09/2010		1099: N		
		LANDLINE TELEPHONE		601 4601-85011-000	TELEPHONE - LANDLINE	54.26
		LANDLINE TELEPHONE		101 4141-85011-000	TELEPHONE - LANDLINE	58.58
=== VENDOR TOTALS ===			112.84			

01-06185 RAMSEY COUNTY

I-PRREL-000337		2ND QTR ELECTION CONTRACT PYM	4,875.00			
6/09/2010	APBNK	DUE: 6/09/2010 DISC: 6/09/2010		1099: N		
		2ND QTR ELECTION CONTRACT PYMT		101 4115-80300-000	ELECTION CONTRACT	4,875.00
I-RISK-001336		JUNE/10 INSURANCE	802.57			
6/09/2010	APBNK	DUE: 6/09/2010 DISC: 6/09/2010		1099: N		
		JUNE/10 INSURANCE		101 4112-89000-000	MISCELLANEOUS	802.57
=== VENDOR TOTALS ===			5,677.57			

PACKET: 00440 Regular 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
01-06184	RAMSEY COUNTY	- 911 DISPATCH				

I-EMCOM-000790	MAY/10	DISPATCH SERVICES	1,224.33			
6/10/2010	APBNK	DUE: 6/10/2010 DISC: 6/10/2010		1099: N		
		MAY/10 DISPATCH SERVICES		101 4122-81200-000	911 DISPATCH FEES	1,224.33
=== VENDOR TOTALS ===			1,224.33			

01-05308 WENDY REASONER

I-201006092390	REFUND 3-ON-3	BASKETBALL -BOY	36.00			
6/09/2010	APBNK	DUE: 6/09/2010 DISC: 6/09/2010		1099: N		
		REFUND 3-ON-3 BASKETBALL -BOYS		201 34310-000	RECREATION FEES	36.00
=== VENDOR TOTALS ===			36.00			

01-05247 REGENTS OF THE UNIVERSITY OF M

I-0150001821	RAPTOR EDUCATION PROGRAM		375.00			
6/10/2010	APBNK	DUE: 6/10/2010 DISC: 6/10/2010		1099: N		
		RAPTOR EDUCATION PROGRAM		201 4201-87700-000	INSTRUCTOR-SPECIALTY CLA	375.00
=== VENDOR TOTALS ===			375.00			

01-06525 SUBURBAN ACE HARDWARE

I-201006092394	SUPPLIES, MARKING PAINT, CHAI		61.05			
6/09/2010	APBNK	MANUAL CK# 076545 6/08/2010		1099: N		
		SUPPLIES/FIRE BOX SUPPLIES		101 4131-70110-000	SUPPLIES	7.72
		MARKING PAINT		101 4132-70120-000	SUPPLIES	14.94
		CHAIN FOR HYDRANT METER		601 4601-70100-000	SUPPLIES	38.39
I-201006092395	RUG CLEANER		17.37			
6/09/2010	APBNK	DUE: 6/09/2010 DISC: 6/09/2010		1099: N		
		RUG CLEANER - ANTI FOAM		101 4131-70110-000	SUPPLIES	7.26
		RUG CLEANER & \$1.58 PREV BAL.		101 4131-70110-000	SUPPLIES	10.11
=== VENDOR TOTALS ===			78.42			

01-06625 T.A. SCHIFSKY & SONS, INC

I-49306	5 GALLON PAIL - TACK OIL		112.22			
6/09/2010	APBNK	DUE: 6/09/2010 DISC: 6/09/2010		1099: N		
		5 GALLON PAIL - TACK OIL		101 4132-75000-000	BITUMINOUS PATCHING	112.22
=== VENDOR TOTALS ===			112.22			

PACKET: 00440 Regular 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
01-00878	US BANCORP						
I-201006092386		5 SIDEWALK SAMMIES & SCALE	194.17				
6/09/2010	APBNK	MANUAL CK# 076546 6/08/2010		1099: N			
		5 SIDEWALK SAMMIES		101 4112-89000-000	MISCELLANEOUS		174.90
		SCALE		203 4203-70100-000	SUPPLIES		19.27
		=== VENDOR TOTALS ===	194.17				
01-07901	WASTE MANAGEMENT- BLAINE						
I-5407900-0500-8		JUNE/10 COMMERCIAL RECYCLING	620.26				
6/09/2010	APBNK	DUE: 6/09/2010 DISC: 6/09/2010		1099: N			
		JUNE/10 COMMERCIAL RECYCLING		206 4206-82030-000	RECYCLING CONTRACTS		620.26
I-5413056-0500-1		JUNE/10 RESIDENTIAL RECYCLING	1,858.45				
6/09/2010	APBNK	DUE: 6/09/2010 DISC: 6/09/2010		1099: N			
		JUNE/10 RESIDENTIAL RECYCLING		206 4206-82030-000	RECYCLING CONTRACTS		1,858.45
		=== VENDOR TOTALS ===	2,478.71				
01-05870	XCEL ENERGY						
I-240972142		ELECTRICITY	9.08				
6/09/2010	APBNK	DUE: 6/09/2010 DISC: 6/09/2010		1099: N			
		ELECTRICITY		209 4209-85020-000	STREET LIGHTING POWER		9.08
I-240979461		ELECTRICITY	24.00				
6/09/2010	APBNK	DUE: 6/09/2010 DISC: 6/09/2010		1099: N			
		ELECTRICITY		601 4601-85020-000	ELECTRIC		24.00
I-240995394		ELECTRICITY	9.08				
6/09/2010	APBNK	DUE: 6/09/2010 DISC: 6/09/2010		1099: N			
		ELECTRICITY		209 4209-85020-000	STREET LIGHTING POWER		9.08
I-240996747		ELECTRICITY	38.75				
6/09/2010	APBNK	DUE: 6/09/2010 DISC: 6/09/2010		1099: N			
		ELECTRICITY		209 4209-85020-000	STREET LIGHTING POWER		38.75
I-240996879		ELECTRICITY	40.92				
6/09/2010	APBNK	DUE: 6/09/2010 DISC: 6/09/2010		1099: N			
		ELECTRICITY		209 4209-85020-000	STREET LIGHTING POWER		40.92
I-241002165		ELECTRICITY	893.35				
6/09/2010	APBNK	DUE: 6/09/2010 DISC: 6/09/2010		1099: N			
		ELECTRICITY		101 4131-85020-000	ELECTRIC		893.35
I-241003222		ELECTRICITY	23.81				
6/09/2010	APBNK	DUE: 6/09/2010 DISC: 6/09/2010		1099: N			
		ELECTRICITY		101 4141-85020-000	ELECTRIC/GAS		23.81

PACKET: 00440 Regular 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
=====							
01-05870	XCEL ENERGY	(** CONTINUED **)					
I-241008306		GAS		107.73			
6/09/2010	APBNK	DUE: 6/09/2010 DISC: 6/09/2010			1099: N		
		GAS			101 4131-85030-000	NATURAL GAS	107.73

I-241013185		ELECTRICITY & GAS		363.77			
6/09/2010	APBNK	DUE: 6/09/2010 DISC: 6/09/2010			1099: N		
		ELECTRICITY & GAS			101 4141-85020-000	ELECTRIC/GAS	363.77

I-241132203		ELECTRICITY		41.15			
6/09/2010	APBNK	DUE: 6/09/2010 DISC: 6/09/2010			1099: N		
		ELECTRICITY			209 4209-85020-000	STREET LIGHTING POWER	41.15

I-241256969		ELECTRICITY		1,948.13			
6/09/2010	APBNK	DUE: 6/09/2010 DISC: 6/09/2010			1099: N		
		ELECTRICITY			209 4209-85020-000	STREET LIGHTING POWER	1,948.13
		=== VENDOR TOTALS ===		3,499.77			
		=== PACKET TOTALS ===		82,597.05			

PACKET: 00444 Regular 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
=====						
01-00222	ALLEGRA PRINT & IMAGING					
I-119074		CONTINUOUS RECEIPT FORMS	480.66			
6/16/2010	APBNK	DUE: 6/16/2010 DISC: 6/16/2010		1099: N		
		CONTINUOUS RECEIPT FORMS		101 4112-70100-000	SUPPLIES	480.66
=== VENDOR TOTALS ===			480.66			
=====						
01-00276	AMERICAN TIRE DISTRIBUTORS					
I-S007369773		TIRES FOR TRAILER	51.06			
6/16/2010	APBNK	DUE: 6/16/2010 DISC: 6/16/2010		1099: N		
		TIRES FOR TRAILER		101 4132-70120-000	SUPPLIES	51.06
=== VENDOR TOTALS ===			51.06			
=====						
01-00869	BENEFIT EXTRAS, INC					
I-35310		3RD QTR FLEX MINIMUM	90.00			
6/16/2010	APBNK	DUE: 6/16/2010 DISC: 6/16/2010		1099: N		
		3RD QTR FLEX MINIMUM		101 4112-89000-000	MISCELLANEOUS	90.00
=== VENDOR TOTALS ===			90.00			
=====						
01-03122	CITY OF ST PAUL					
I-114382		ASPHALT - CATCH BASIN REPAIRS	2,886.78			
6/16/2010	APBNK	DUE: 6/16/2010 DISC: 6/16/2010		1099: N		
		ASPHALT - CATCH BASIN REPAIRS		602 4602-87000-000	REPAIR EQUIP/CATCH BASIN	2,886.78
=== VENDOR TOTALS ===			2,886.78			
=====						
01-04000	EHLERS AND ASSOCIATES					
I-341460		TIF ADMIN EXPS - CONVERSATION	47.50			
6/16/2010	APBNK	DUE: 6/16/2010 DISC: 6/16/2010		1099: N		
		TIF ADMIN EXPS - CONVERSATION		412 4412-89000-000	MISC: TIF ADMIN FEES RAM	47.50
=== VENDOR TOTALS ===			47.50			
=====						
01-05166	GRAINGER, W. W., INC.					
I-9270124051		EAR PLUGS FOR SHOP	81.93			
6/16/2010	APBNK	DUE: 6/16/2010 DISC: 6/16/2010		1099: N		
		EAR PLUGS FOR SHOP		101 4131-70110-000	SUPPLIES	81.93
I-9270124069		ROUGH SURFACE MOP	37.41			
6/16/2010	APBNK	DUE: 6/16/2010 DISC: 6/16/2010		1099: N		
		ROUGH SURFACE MOP		101 4131-70110-000	SUPPLIES	37.41
=== VENDOR TOTALS ===			119.34			

PACKET: 00444 Regular 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
=====						
01-05311	SERENA JONES-WHITE					
I-201006162401		REFUND PAYMENT	2.00			
6/16/2010	APBNK	DUE: 6/16/2010 DISC: 6/16/2010		1099: N		
		REFUND PAYMENT		201 34310-000	RECREATION FEES	2.00
		=== VENDOR TOTALS ===	2.00			
=====						
01-05582	MENARDS					
I-201006162403		FENCE FOR WALKING PATH-GARDEN	520.30			
6/16/2010	APBNK	MANUAL CK# 076605 6/14/2010		1099: N		
		FENCE FOR WALKING PATH-GARDEN		419 4419-92000-000	OTHER IMPROVEMENTS	520.30
		=== VENDOR TOTALS ===	520.30			
=====						
01-06945	QWEST					
I-201006162402		LANDLINE TELEPHONE	58.48			
6/16/2010	APBNK	DUE: 6/16/2010 DISC: 6/16/2010		1099: N		
		LANDLINE TELEPHONE		101 4141-85011-000	TELEPHONE - LANDLINE	58.48
		=== VENDOR TOTALS ===	58.48			
=====						
01-05312	SAFEGUARD BUSINESS SYSTEMS					
I-026094649		DEPOSIT TICKETS	69.62			
6/16/2010	APBNK	DUE: 6/16/2010 DISC: 6/16/2010		1099: N		
		DEPOSIT TICKETS		101 4113-70100-000	SUPPLIES	69.62
		=== VENDOR TOTALS ===	69.62			
=====						
01-05110	SRF CONSULTING GROUP INC					
I-06809.00-13		STREETSCAPE PLANNING	5,084.96			
6/16/2010	APBNK	DUE: 6/16/2010 DISC: 6/16/2010		1099: N		
		STREETSCAPE PLANNING		412 4412-81910-000	CONSULTING-STREETSCAPE	5,084.96
		=== VENDOR TOTALS ===	5,084.96			
=====						
01-07128	ST CROIX TREE SERVICE					
I-58761		REMOVE FALLEN TREE LIMB	187.03			
6/16/2010	APBNK	DUE: 6/16/2010 DISC: 6/16/2010		1099: N		
		REMOVE FALLEN TREE LIMB		419 4419-86500-000	TREE STORM DAMAGE	187.03
		=== VENDOR TOTALS ===	187.03			

PACKET: 00444 Regular Payables

VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

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-----ID-----
POST DATE  BANK CODE  -----DESCRIPTION-----  GROSS  P.O. #
DISCOUNT  G/L ACCOUNT  -----ACCOUNT NAME-----  DISTRIBUTION
=====
01-05870  XCEL ENERGY
    
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I-241635660  ELECTRICITY  121.19
6/16/2010  APBNK  DUE: 6/16/2010 DISC: 6/16/2010  1099: N
ELECTRICITY  209 4209-85020-000  STREET LIGHTING POWER  121.19
    
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I-241637859  ELECTRICITY & GAS  43.41
6/16/2010  APBNK  DUE: 6/16/2010 DISC: 6/16/2010  1099: N
ELECTRICITY & GAS  101 4141-85020-000  ELECTRIC/GAS  43.41
    
```

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I-241672560  ELECTRICITY  9.18
6/16/2010  APBNK  DUE: 6/16/2010 DISC: 6/16/2010  1099: N
ELECTRICITY  209 4209-85020-000  STREET LIGHTING POWER  9.18
    
```

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I-242239962  ELECTRICITY - GAZEBO & ST SIG  18.16
6/16/2010  APBNK  DUE: 6/16/2010 DISC: 6/16/2010  1099: N
ELECTRICITY - GAZEBO & ST SIGN  101 4141-85020-000  ELECTRIC/GAS  18.16
    
```

=== VENDOR TOTALS === 191.94

=== PACKET TOTALS === 9,789.67

```

Federal Withholding 5260.67
State Withholding 844.98
PERA 2300.56
ICMA 667.00
MNDC 50.00
Total 18912.77
    
```



June Statement for activity from May 05, 2010 through Jun. 03, 2010
 CITY OF FALCON HEIGHT
 JUSTIN J MILLER (CPN 000107109)

Inquiries: 1-866-485-4545
 BUS 568 02 Page 1 of 2

Your U.S. Bank Visa® Business Card account at a glance ... Account: [REDACTED]

Activity Summary

Previous Balance	\$983.68
Payments	\$983.68CR
Other Credits	\$0.00
Purchases	\$194.17
Balance Transfers	\$0.00
Advances	\$0.00
Other Debits	\$0.00
Past Due Amount	\$0.00
Fees Charged	\$0.00
Interest Charged	\$0.00
New Balance	\$194.17
Credit Line	\$24,000.00
Available Credit	\$23,805.83
Statement Close Date	Jun. 03, 2010
Days in Billing cycle	30

Payment Information

New Balance	\$194.17
Minimum Payment Due (Current Month)	\$10.00
Minimum Payment Due (Past Due)	\$0.00
Total New Minimum Payment Due	\$10.00
Payment Due Date	Jul. 01, 2010

Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a \$39.00 late fee and your APRs may be increased up to the Penalty APR of 28.99%.

To reduce or avoid paying additional fees and interest charges on your purchase balance, pay the total new balance of \$194.17 by 07/01/10. Any cash balance or balance transfer balance will continue to accrue daily interest until the date your payment is received.

Transactions

Post Date	Trans Date	Ref. Nbr	Description of Transaction	Amount	Notation
			Payments and Other Credits		
05/13	05/13	0115	PAYMENT THANK YOU	\$983.68CR	
			Purchases and Other Debits		
05/28	05/28	0339	STEP2 - INTERNET	\$174.90	Sidewalk Sammie
06/03	06/03	4251	TARGET	\$19.27	50K-Abeget-A-Cr



The City That Soars!

REQUEST FOR COUNCIL ACTION

Meeting Date	June 23, 2010
Agenda Item	Consent F2
Attachment	N/A
Submitted By	Michelle Tesser, Deputy City Clerk

Item	City License Applications
Description	<p>The following individuals have applied for a <u>Mechanical Contractor's License</u> for 2010. Staff has received the necessary documents for licensure.</p> <p style="text-align: center;">1. Paul Falz Co.</p>
	N/A
Attachment(s)	N/A
Action(s) Requested	Staff recommends that the Falcon Heights City Council approve the 2010 City License Applications.



The City That Soars!

REQUEST FOR COUNCIL ACTION

Meeting Date	June 23, 2010
Agenda Item	Consent F3
Attachment	
Submitted By	Roland Olson, Finance Director

Item	Citizen Corps Grant transfer
Description	There are additional expenses of \$294.82 for the CERT grant that were not reimbursed. These expenses would normally have been located within the emergency preparedness account #121 within the general fund. In the past, the city has benefited greatly from the CERT grants which it has received and staff feels that the emergency preparedness account within the general fund has sufficient funds to cover this transfer amount.
Budget Impact	Transfer \$294.82 from the general fund to eliminate this deficit in the special revenue fund 212.
Attachment(s)	NA
Action(s) Requested	Staff recommends transferring \$294.82 from the general fund to cover the deficit in the special revenue citizen corps grant 212.



The City That Soars!

REQUEST FOR COUNCIL ACTION

Meeting Date	June 23, 2010
Agenda Item	Consent F4
Attachment	
Submitted By	Justin Miller, City Administrator

Item	Acceptance of Donation to Forestry Program
Description	<p>Recently the city received a letter along with a \$75 check that the donor, Diane Ross, wanted to be put towards the city's forestry program. Ms. Ross was very happy with the service and advice she received from our city forester, Andy Hovland, and wanted to be sure that his efforts did not go unrecognized.</p> <p>According to state statutes and past city practice, city council approval is required when accepting gifts or donations to the city.</p>
Budget Impact	\$75 will be allocated to the 2010 forestry budget.
Attachment(s)	N/A
Action(s) Requested	Staff recommends that the Falcon Heights City Council accept a \$75 donation from Diane Ross to be put towards the Falcon Heights forestry budget.



The City That Soars!

REQUEST FOR COUNCIL ACTION

Meeting Date	June 23, 2010
Agenda Item	Consent F5
Attachment	Cooperative Cost Share Understanding Attachment A
Submitted By	Justin Miller, City Administrator

Item	St. Paul Regional Water Services Cost Share Agreement
Description	<p>Last year the City of Falcon Heights conducted a mill and overlay improvement project in the Maple Knoll/Fry/Garden area. Alongside this work, St. Paul Regional Water Services (SPRWS) replaced water services that had been the subject of numerous repairs over the past several years. Since this work created a higher project cost to the City of Falcon Heights, SPRWS agreed to pay for the increased expenditures.</p> <p>The City has received reimbursement from SPRWS, but a formal cost-share agreement was never formalized. Attached to this report is an agreement that SPRWS is asking be approved by the City of Falcon Heights</p>
Budget Impact	N/A - money was received and allocated towards 2009 project
Attachment(s)	Cooperative cost share understanding
Action(s) Requested	Staff recommends that the Falcon Heights City Council adopt the cooperative cost share agreement with St. Paul Regional Water Services.

COOPERATIVE COST SHARE UNDERSTANDING
Between
BOARD OF WATER COMMISSIONERS OF THE CITY OF SAINT PAUL
and
CITY OF FALCON HEIGHTS

THIS UNDERSTANDING, made and entered into this _____ day of _____ 2010, by and between the **BOARD OF WATER COMMISSIONERS OF THE CITY OF SAINT PAUL**, (the “Board”), acting through its Saint Paul Regional Water Services General Manager (“SPRWS General Manager”), and the **CITY OF FALCON HEIGHTS** (“Falcon Heights”).

WITNESSETH:

WHEREAS, Falcon Heights and the Board entered into an agreement dated July 9, 1997 for the provision of water service by the Board to properties within Falcon Heights (the “Agreement”); and

WHEREAS, Falcon Heights and the Board entered into an Amendment No. 1 to Agreement dated March 10, 2009, which provided for water facility support work (“Support Work”) within Falcon Heights street projects; and

WHEREAS, said Amendment No. 1 to Agreement further provided that Falcon Heights and the Board shall negotiate a Cooperative Cost Share Understanding for each street project that is to include Support Work in order to define the work responsibilities and cost obligations of the parties with respect to Support Work.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and in accordance with said Amendment No. 1 to Agreement, the parties mutually agree as follows:

1. Falcon Heights shall obtain bids for water facility support work as part of its 2009-2010 Mill and Overlay Projects. The Support Work shall consist of excavation, pipe handling, backfilling, restoration, and all other work necessary to support water facility work to be performed by Board forces within the boundaries of the 2009-2010 Mill and Overlay Projects. Streets in which Board forces will perform water facility work are Garden Avenue, Maple Knoll Drive and Fry Street, as shown on Attachment A, attached hereto and incorporated herein; and
2. Based upon bid prices contained in a contract duly awarded by Falcon Heights for construction of the 2009-2010 Mill and Overlay Projects, and upon quantities agreed to by the parties, Falcon Heights shall provide the Board with itemized invoices showing the costs for completed Support Work; and
3. The Board shall pay such itemized costs.

IN WITNESS WHEREOF, the parties hereto have caused this Cooperative cost Share Understanding to be executed as of the day and year first above written.

Approved as to Form:

BOARD OF WATER COMMISSIONERS

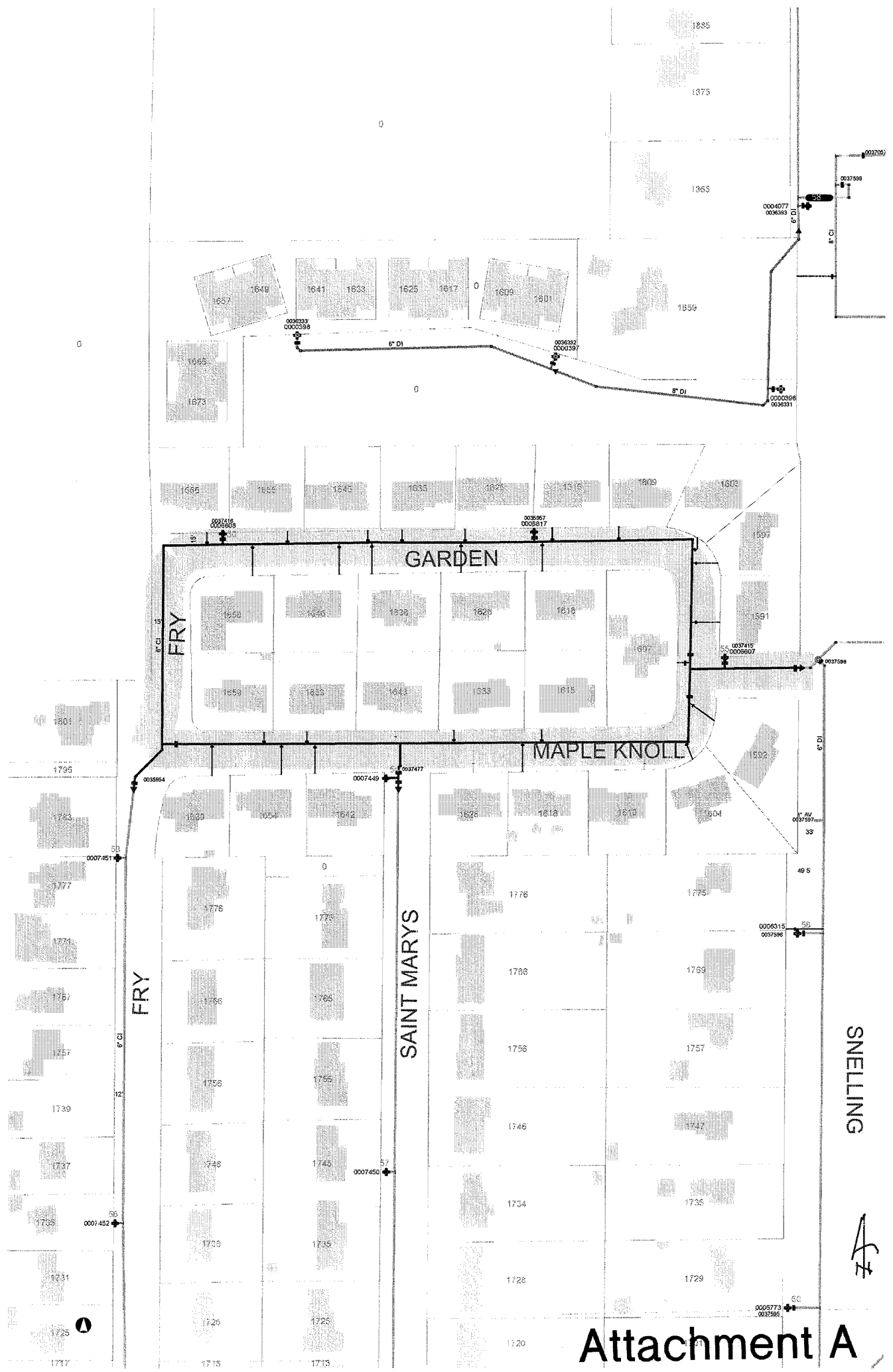
Assistant City Attorney

By _____
Stephen P. Schneider, General Manager

CITY OF FALCON HEIGHTS

By _____
Peter Lindstrom, Mayor

By _____
Justin Miller, City Clerk/Administrator



GARDEN

FRY

MAPLE KNOLL

FRY

SAINT MARYS

SNELLING



Attachment A



The City That Soars!

REQUEST FOR COUNCIL ACTION

Meeting Date	June 23, 2010
Agenda Item	Consent F6
Attachment	N/A
Submitted By	Justin Miller, City Administrator

Item	Combination of Deputy City Clerk and Recreation Supervisor Duties
Description	<p>With the recent resignation of Recreation Supervisor Lisa Abernathy, there is an opportunity to reevaluate our staffing and service levels in recognition of current and future budget demands. At a recent city council workshop, the role of recreation programs was discussed and it was agreed that the running our own programs was a service that should be continued. However, these duties could be absorbed by a person who also fills the deputy clerk position. Staff has evaluated this option and feels that combining these positions will work, but will also require that a part time office assistant be hired to handle day-to-day tasks that the deputy clerk position will need to be freed from in order to adequately address their other duties.</p> <p>Combining these positions, along with adding a part-time employee, will result in roughly \$20,000 in salary savings. At various times in the past, we have had a full-time deputy city clerk, a full-time recreation supervisor, and a part-time office assistant. Under the proposed arrangement, we would have one full-time assistant to the city administrator position and a part-time (20 hours per week) office assistant.</p> <p>Staff is recommending that the combined position be changed from a Deputy City Clerk/Recreation Supervisor to an Assistant to the City Administrator title. This combination of duties is pretty rare, and finding comparable job descriptions and pay scales will be difficult. The <u>amount</u> of duties under this position will be comparable to other assistant level positions and the title will better reflect the level of responsibilities that the position is assuming.</p>
Budget Impact	Overall budget savings will be roughly \$20,000.
Attachment(s)	None

Action(s) Requested	Staff recommends that the Falcon Heights City Council approve Michelle Tesser as Assistant to the City Administrator, adjust her status to full-time with an annual salary of \$45,000, and authorize staff to begin the hiring process for a part-time office assistant.
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The City That Soars!

REQUEST FOR COUNCIL ACTION

Meeting Date	June 23, 2010
Agenda Item	Policy G1
Attachment	Larpenteur Avenue Streetscape Contract
Submitted By	Justin Miller, City Administrator

Item	Award of Bid - Larpenteur Avenue Streetscape Project - <u>UPDATED</u>				
Description	<p>For the past two years, the city council, staff, advisory committee, and consultants have been working on designs for the Larpenteur Avenue Streetscape project. On June 15th bids for this project were opened. The results are as follows:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 60%;">Thomas and Sons Construction, Inc.</td> <td style="text-align: right;">\$599,338.80</td> </tr> <tr> <td>Ti-Zack Concrete, Inc.</td> <td style="text-align: right;">\$662,891.67</td> </tr> </table> <p>The engineer's estimate on this project was \$650,000.</p> <p><u>6/23/10 UPDATE</u> Attached to this report is a contract between the city and Thomas and Sons Construction, Inc. for the Larpenteur Avenue streetscape project. This contract was drafted by the city attorney and has been agreed to by the contractor.</p>	Thomas and Sons Construction, Inc.	\$599,338.80	Ti-Zack Concrete, Inc.	\$662,891.67
Thomas and Sons Construction, Inc.	\$599,338.80				
Ti-Zack Concrete, Inc.	\$662,891.67				
Budget Impact	It is anticipated that the project will be paid for by excess Tax Increment Financing (TIF) funds.				
Attachment(s)	Larpenteur Avenue Streetscape Construction Contract				
Action(s) Requested	Staff recommends that the Falcon Heights City Council award the construction bid for the Larpenteur Avenue Streetscape project to Thomas and Sons Construction, Inc. A formal contract will be brought to the city council for approval in July. Staff is also seeking approval of the attached contract with Thomas and Sons Construction, Inc. in the amount of \$599,338.80				

**AGREEMENT
BETWEEN CITY OF FALCON HEIGHTS AND CONTRACTOR
FOR CONSTRUCTION CONTRACT**

THIS AGREEMENT made this _____ day of _____, 2010, by and between the **CITY OF FALCON HEIGHTS**, a Minnesota municipal corporation (“Owner” or “City”) and **THOMAS & SONS CONSTRUCTION, INC.**, a Minnesota corporation (“Contractor”). Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

1. CONTRACT DOCUMENTS. The following documents shall be referred to as the “Contract Documents”, all of which shall be taken together as a whole as the contract between the parties as if they were set verbatim and in full herein:

- A. This Agreement.
- B. Standard General Conditions of the Construction Contract, EJCDC C-700, 2007, as amended by City of Falcon Heights Supplementary Conditions to the General Conditions.
- C. Specifications prepared by SRF Consulting Group, Inc.
- D. Drawing (52 sheets), prepared by SRF Consulting Group, Inc.
- E. Contractor’s Bid.

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

2. OBLIGATIONS OF THE CONTRACTOR. The Contractor shall provide the goods, services, and perform the work in accordance with the Contract Documents.

3. CONTRACT PRICE. Owner shall pay Contractor for completion of the Work, in accordance with the Contract \$599,338.80 inclusive of taxes, if any.

4. PAYMENT PROCEDURES.

- A. Contractor shall submit Applications for Payment. Applications for Payment will be processed by the City Engineer.
- B. Progress Payments; Retainage. Owner shall make 95% progress payments on account of the Contract Price on the basis of Contractor’s Applications for Payment during performance of the Work.
- C. Payments to Subcontractors.
 - (1) Prompt Payment to Subcontractors. Pursuant to Minn. Stat. § 471.25, Subd. 4a, the Contractor must pay any subcontractor

within ten (10) days of the Contractor's receipt of payment from the City for undisputed services provided by the subcontractor. The Contractor must pay interest of 1 ½ percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100.00 or more is \$10.00. For an unpaid balance of less than \$100.00, the Contractor shall pay the actual penalty due to the subcontractor.

- (2) Form IC-134 (attached) required from general contractor. Minn. Stat. § 290.92 requires that the City of Falcon Heights obtain a Withholding Affidavit for Contractors, Form IC-134, before making final payments to Contractors. This form needs to be submitted by the Contractor to the Minnesota Department of Revenue for approval.

The form is used to receive certification from the state that the vendor has complied with the requirement to withhold and remit state withholding taxes for employee salaries paid.

- D. Final Payment. Upon final completion of the Work, Owner shall pay the remainder of the Contract Price as recommended by the City Administrator

5. COMPLETION DATE. The Work must be completed by November 15, 2010, and completed and ready for final payment in accordance with the General Conditions within 15 (fifteen) days after the date when work is complete.

6. CONTRACTOR'S REPRESENTATIONS.

- A. Contractor has examined and carefully studied the Contract Documents and other related data identified in the Contract Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities)

which have been identified in the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site.

- E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.
- F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Subcontracts:
 - (1) Unless otherwise specified in the Contract Documents, the Contractor shall, upon receipt of the executed Contract Documents, submit in writing to the Owner the names of the Subcontractors proposed for the work. Subcontractors may not be changed except at the request or with the consent of the Owner.
 - (2) The Contractor is responsible to the Owner for the acts and omissions of the Contractor's subcontractors, and of their direct and indirect employees, to the same extent as the Contractor is

responsible for the acts and omissions of the Contractor's employees.

- (3) The Contract Documents shall not be construed as creating any contractual relation between the Owner and any subcontractor.
- (4) The Contractor shall bind every subcontractor by the terms of the Contract Documents.

7. WORKER'S COMPENSATION. The Contractor shall obtain and maintain for the duration of this Contract, statutory Worker's Compensation Insurance and Employer's Liability Insurance as required under the laws of the State of Minnesota.

8. COMPREHENSIVE GENERAL LIABILITY. Contractor shall obtain the following minimum insurance coverage and maintain it at all times throughout the life of the Contract, with the City included as an additional name insured on the general liability insurance on a primary and noncontributory basis. The Contractor shall furnish the City a certificate of insurance satisfactory to the City evidencing the required coverage:

Bodily Injury:	\$2,000,000 each occurrence \$2,000,000 aggregate products and completed operations
Property Damage:	\$2,000,000 each occurrence \$2,000,000 aggregate

Contractual Liability (identifying the contract):

Bodily Injury:	\$2,000,000 each occurrence
Property Damage:	\$2,000,000 each occurrence \$2,000,000 aggregate

Comprehensive Automobile Liability (owned, non-owned, hired):

Bodily Injury:	\$2,000,000 each occurrence \$2,000,000 each accident
Property Damage:	\$2,000,000 each occurrence

9. WARRANTY. The Contractor warrants that landscape material will survive for at least two years from the date of planting. The Contractor shall be held responsible for any and all defects in workmanship, materials, and equipment which may develop in any part of the contracted service, and upon proper notification by the City shall immediately replace, without cost to the City, any such faulty part or parts and damage done by reason of the same in accordance with the bid specifications.

10. INDEMNITY. The Contractor agrees to indemnify and hold the City harmless from any claim made by third parties as a result of the services performed by it. In addition, the Contractor shall reimburse the City for any cost of reasonable attorney's fees it may incur as a result of any such claims.

11. PERFORMANCE AND PAYMENT BONDS. Performance and payment bonds are not required for the doing of any public work if the contract price is \$75,000 or less. On projects of more than \$75,000 for the doing of public work a payment bond and performance bond each in the amount of the contract price must be furnished to the City prior to commencement of work. The form of the bonds must satisfy statutory requirements for such bonds.

12. MISCELLANEOUS.

- A. Terms used in this Agreement have the meanings stated in the General Conditions.
- B. Owner and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.
- C. Any provision or part of the Contract Documents held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provisions.
- D. Data Practices/Records.
 - (1) All data created, collected, received, maintained or disseminated for any purpose in the course of this Contract is governed by the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, any other applicable state statute, or any state rules adopted to implement the act, as well as federal regulations on data privacy.
 - (2) All books, records, documents and accounting procedures and practices to the Contractor and its subcontractors, if any, relative to this Contract are subject to examination by the City.
- E. Software License. If the equipment provided by the Contractor pursuant to this Contract contains software, including that which the manufacturer may have embedded into the hardware as an integral part of the

equipment, the Contractor shall pay all software licensing fees. The Contractor shall also pay for all software updating fees for a period of one year following cutover. The Contractor shall have no obligation to pay for such fees thereafter. Nothing in the software license or licensing agreement shall obligate the City to pay any additional fees as a condition for continuing to use the software.

- F. Patented devices, materials and processes. If the Contract requires, or the Contractor desires, the use of any design, device, material or process covered by letters, patent or copyright, trademark or trade name, the Contractor shall provide for such use by suitable legal agreement with the patentee or owner and a copy of said agreement shall be filed with the Owner. If no such agreement is made or filed as noted, the Contractor shall indemnify and hold harmless the Owner from any and all claims for infringement by reason of the use of any such patented designed, device, material or process, or any trademark or trade name or copyright in connection with the Project agreed to be performed under the Contract, and shall indemnify and defend the Owner for any costs, liability, expenses and attorney's fees that result from any such infringement.
- G. Assignment. Neither party may assign, sublet, or transfer any interest or obligation in this Contract without the prior written consent of the other party, and then only upon such terms and conditions as both parties may agree to and set forth in writing.
- H. Waiver. In the particular event that either party shall at any time or times waive any breach of this Contract by the other, such waiver shall not constitute a waiver of any other or any succeeding breach of this Contract by either party, whether of the same or any other covenant, condition or obligation.
- I. Governing Law/Venue. The laws of the State of Minnesota govern the interpretation of this Contract. In the event of litigation, the exclusive venue shall be in the District Court of the State of Minnesota for Ramsey County.
- J. Severability. If any provision, term or condition of this Contract is found to be or become unenforceable or invalid, it shall not effect the remaining provisions, terms and conditions of this Contract, unless such invalid or unenforceable provision, term or condition renders this Contract impossible to perform. Such remaining terms and conditions of the Contract shall continue in full force and effect and shall continue to operate as the parties' entire contract.

- K. Entire Agreement. This Contract represents the entire agreement of the parties and is a final, complete and all inclusive statement of the terms thereof, and supersedes and terminates any prior agreement(s), understandings or written or verbal representations made between the parties with respect thereto.

- L. Permits and Licenses; Rights-of-Way and Easements. The Contractor shall give all notices necessary and incidental to the construction and completion of the Project. The City will obtain all necessary rights-of-way and easements. The Contractor shall not be entitled to any additional compensation for any construction delay resulting from the City's not timely obtaining rights-of-way or easements.

- M. If the work is delayed or the sequencing of work is altered because of the action or inaction of the Owner, the Contractor shall be allowed a time extension to complete the work but shall not be entitled to any other compensation.

**OWNER:
CITY OF FALCON HEIGHTS**

**CONTRACTOR:
THOMAS & SONS CONSTRUCTION, INC.**

BY: _____
Peter Lindstrom, Mayor

BY: _____
Its: _____

AND _____
Justin Miller, City Administrator/Clerk

CITY OF FALCON HEIGHTS
SUPPLEMENTARY CONDITIONS TO THE GENERAL CONDITIONS

The following supplements shall modify, change, delete from and/or add to the “Standard General Conditions of the Construction Contract” (No. C-700, 2002 Edition), as prepared by the Engineers’ Joint Contract Documents Committee.

1.00 SECTION 2.7: Delete paragraph 2.01B and insert the following:

Before any work at the site is started, Contractor shall deliver to Owner certificates (and other evidence of insurance requested by Owner) which Contractor is required to purchase and maintain in accordance with paragraph 5.03B.

2.00 SECTION 5.01B: Delete.

3.00 SECTION 5.04: Delete.

6.00 SECTIONS 4.06G, 5.05, 5.07, 11.01A5F, 11.03D, 12.03B, 15.03.A3, 15.03A4:

Delete these eight (8) sections.

7.00 SECTION 5.09:

Delete Section 5.09 and insert the following:

If Owner has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained by Contractor on the basis of its not complying with the Contract Documents, Owner shall notify Contractor in writing thereof within ten days of the date of delivery of such certificates to Owner in accordance with paragraph 2.01. Contractor shall provide such additional information in respect of insurance provided as may reasonably be requested.

8.00 SECTION 13.07: One Year Correction Period

Change first sentence of Section 13.07A to read as follows:

If, within one year after the date of final payment and acceptance by the City of Falcon Heights, any work is found to be defective, the Contractor should promptly, without cost to the Owner and in accordance with the City Administrator’s written instructions, either correct such defective work or if it has been rejected by the City Administrator, remove it from the site and replace it with non-defective work.

9.00 PROMPT PAYMENT TO SUBCONTRACTORS: Pursuant to Minnesota Statute 471.25, Subdivision 4a, the Contractor must pay any subcontractor within ten (10) days of the Contractor’s receipt of payment from the City for undisputed services provided by

the subcontractor. The Contractor must pay interest of one and one-half percent (1 ½ %) per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100.00 or more is \$10.00. For an unpaid balance of less than \$100.00, the Contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from the Contractor shall be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

10.00 REQUIREMENTS FOR FINAL PAYMENT: Final payment will not be made until the Contractor, and all subcontractors, furnish a certificate showing that they have complied with the provisions of M.S.A. 290.92 and 290.97 concerning the withholding of Minnesota income tax on wages at the source. Said certificates shall be obtained by the Commissioner of Taxation. IC-134 forms for certifications may be obtained from the Department of Revenue, Centennial Building, 658 Cedar Street, St. Paul, MN 55155.

11.00 DATA PRACTICES ACT: The Contractor must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to (1) all data provided by the Owner pursuant to this Agreement, and (2) all data, created, collected, received, stored, used, maintained, or disseminated by the Contractor pursuant to this Agreement. The Contractor is subject to all the provisions of the Minnesota Government Data Practices Act, including but not limited to the civil remedies of Minnesota Statutes Section 13.08, as if it were a government entity. In the event the Contractor receives a request to release data, the Contractor must immediately notify the Owner. The Owner will give the Contractor instructions concerning the release of the data to the requesting party before the data is released. Contractor agrees to defend, indemnify, and hold the Owner, its officials, officers, agents, employees, and volunteers harmless from any claims resulting from Contractor's officers', agents', owners', partners', employees', volunteers', assignees' or subcontractors' unlawful disclosure and/or use of protected data. The terms of this paragraph shall survive the cancellation or termination of this Agreement.

12.00 SECTION 14.02A3: Delete Section 14.02A3 and insert the following:

The amount of retainage with respect to all progress payments will be as follows:

Minnesota Contractor's	-	5%
Exempt Non-Minnesota Contractors	-	5%
Non-Except Non-Minnesota Contractors	-	5% + 8% = 13%

*State Surety Deposit

Non-Minnesota Contractors are advised to file Form SD-3 with the Minnesota Department of Revenue to determine their exemption status.