

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

AGENDA
July 27, 2011

- A. CALL TO ORDER:
- B. ROLL CALL: LINDSTROM ____ HARRIS ____ GOSLINE ____
 LONG ____ MERCER-TAYLOR ____
 MILLER ____
- C. PRESENTATIONS:
 - 1. Jim Bykowski, St. Paul Regional Water Services
- D. APPROVAL OF MINUTES: July 13, 2011
- E. PUBLIC HEARINGS:
- F. CONSENT AGENDA:
 - 1. General Disbursements through 7/15/2011: \$173,620.75
Payroll through 7/11/2011: \$18,244.83
 - 2. City License Renewal
 - 3. Approval of contract for Community Park Tennis Court Reconstruction
 - 4. Storm Sewer Cleaning Program
- G: POLICY ITEMS:
 - 1. Domestic Partner Ordinance
- H. INFORMATION/ ANNOUNCEMENTS:
- I. COMMUNITY FORUM:
- J. ADJOURNMENT:

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- A. CALL TO ORDER:
- B. ROLL CALL: LINDSTROM _X_ HARRIS _X_ GOSLINE _X_
LONG _X_ MERCER-TAYLOR _X_
MILLER _X_
- C. PRESENTATIONS:
1. Seth Reasoner, Eagle Scout Project Presentation
- D. APPROVAL OF MINUTES: June 22, 2011 Approved
- E. PUBLIC HEARINGS:
- F. CONSENT AGENDA: Beth Mercer-Taylor Moved Approval 5-0
1. General Disbursements through 6/29/2011: \$4,291.95
Payroll through 6/28/2011: \$20,565.70
2. City License Renewal
3. Establish Mileage Reimbursement Rate for 2011
4. Appointment to St. Paul Regional Water Services Board of Managers
- G: POLICY ITEMS:
1. Amendment to Zoning Code relating to Variances Pam Harris Moved Approval 5-0
2. Approval of 2011-12 City Council Goals Chuck Long Moved Approval 5-0
3. Acceptance of Construction Bid for Community Park Tennis Courts
Keith Gosline Moved Approval 5-0
- H. ADDENDUM:
1. Resolution Regarding Ramsey County/Minnesota Vikings Sales Tax Proposals
Public Comment: Haudy Kazemi, 1879 Tatum St.
Pam Harris Moved Approval 4-1
Chuck Long Opposed
2. Livable Communities Demonstration Account Grant Application
Beth Mercer-Taylor Moved Approval 5-0
3. Ordinance Allowing for Electrical Inspections
Chuck Long Moved Approval 5-0
- I. INFORMATION/ANNOUNCEMENTS:
- J. COMMUNITY FORUM:
- K. ADJOURNMENT: 8:05pm



The City That Soars!

REQUEST FOR COUNCIL ACTION

Meeting Date	July 27, 2011
Agenda Item	Consent F1
Attachment	General Disbursements and Payroll
Submitted By	Roland Olson, Finance Director

Item	General Disbursements and Payroll
Description	General Disbursements through 7/15/2011: \$173,620.75 Payroll through 7/11/2011: \$18,244.83
Budget Impact	
Attachment(s)	General Disbursements and Payroll
Action(s) Requested	Staff recommends that the Falcon Heights City Council approve general disbursements and payroll.

PACKET: 00578 PAYABLES AS OF JULY 1ST

VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

POST DATE	BANK CODE	DESCRIPTION	DISCOUNT	G/L ACCOUNT	ACCOUNT NAME	DISTRIBUTION
=====						
01-00274	AMERICAN TEST CENTER INC					
I-2111795		TESTING		990.00		
7/01/2011	APBNK	DUE: 7/01/2011 DISC: 7/01/2011		1099: N		
		TESTING		101 4124-87029-000	REPAIR OTHER EQUIPMENT	990.00
=== VENDOR TOTALS ===				990.00		
=====						
01-03123	CINTAS CORPORATION #470					
I-470668120		SHOP AND BATHROOM SUPPLIES		205.53		
7/01/2011	APBNK	DUE: 7/01/2011 DISC: 7/01/2011		1099: N		
		SHOP AND BATHROOM SUPPLIES		101 4131-70110-000	SUPPLIES	102.26
		SHOP AND BATHROOM SUPPLIES		101 4141-70100-000	SUPPLIES	103.27
=== VENDOR TOTALS ===				205.53		
=====						
01-03122	CITY OF ST PAUL					
I-118858		PRINTING		1,133.64		
7/01/2011	APBNK	DUE: 7/01/2011 DISC: 7/01/2011		1099: N		
		SPORTS BROCHURE PRINTING		201 4201-70440-000	PRINT & PUBLISHING	566.82
		PRINTING SPRING NEWSLETTER		206 4206-70420-000	NEWSLETTER	141.71
		PRINTING SPRING NEWSLETTER		602 4602-70200-000	SUPPLIES	141.71
		PRINTING SPRING NEWSLETTER		101 4116-70420-000	NEWSLETTERS/INFORMATION	283.40
=== VENDOR TOTALS ===				1,133.64		
=====						
01-04084	FIRE EQUIPMENT SPECIALTIES					
I-7125		EQUIPMENT REPAIR AND TESTING		112.17		
7/01/2011	APBNK	DUE: 7/01/2011 DISC: 7/01/2011		1099: N		
		EQUIPMENT REPAIR AND TESTING		101 4124-87029-000	REPAIR OTHER EQUIPMENT	112.17
=== VENDOR TOTALS ===				112.17		
=====						
01-05166	GRAINGER, W. W., INC.					
I-9438021546		COMEALONG CABLE WINCH		90.70		
7/01/2011	APBNK	DUE: 7/01/2011 DISC: 7/01/2011		1099: N		
		COMEALONG CABLE WINCH		101 4131-70110-000	SUPPLIES	90.70
=====						
I-9566420650		BATHROOM AND SHOP SUPPLIES		73.50		
7/01/2011	APBNK	DUE: 7/01/2011 DISC: 7/01/2011		1099: N		
		SUPPLIES		601 4601-70100-000	SUPPLIES	18.60
		SUPPLIES		602 4602-70200-000	SUPPLIES	9.02
		BATHROOM SUPPLIES		101 4141-70100-000	SUPPLIES	45.88
=== VENDOR TOTALS ===				164.20		

PACKET: 00578 PAYABLES AS OF JULY 1ST

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
=====						
01-05385		HIGHWAY TECHNOLOGIES				
I-201107012915		ROAD SIGNS	1,338.88			
7/01/2011	APBNK	DUE: 7/01/2011 DISC: 7/01/2011		1099: N		
		ROAD SIGNS		101 4132-75100-000	STREET SIGNS	1,338.88
		=== VENDOR TOTALS ===	1,338.88			
=====						
01 05153		HOME DEPOT CRC/GECF				
I 9026692		VARIOUS	123.02			
7/01/2011	APBNK	DUE: 7/01/2011 DISC: 7/01/2011		1099: N		
		STREETS		101 4132-70120-000	SUPPLIES	46.24
		CITY HALL BLVD		101 4132-87010-000	BOULEVARD MAINTENANCE	53.15
		CURTISS FIELD REPAIR		601 4601-87000-000	REPAIR EQUIPMENT	13.91
		COMM PARK SIGN		101 4141-87120-000	FACILITIES & GROUND MAIN	9.72
		=== VENDOR TOTALS ===	123.02			
=====						
01 05742		MINNESOTA CONWAY				
I-201107012913		REPAIR EQUIPMENT	79.74			
7/01/2011	APBNK	DUE: 7/01/2011 DISC: 7/01/2011		1099: N		
		REPAIR EQUIPMENT		101 4124-87029-000	REPAIR OTHER EQUIPMENT	79.74
		=== VENDOR TOTALS ===	79.74			
=====						
01-06024		ON SITE SANITATION				
I A 424014		RENTALS	111.16			
7/01/2011	APBNK	DUE: 7/01/2011 DISC: 7/01/2011		1099: N		
		PORTABLE TOILET COMM PARK		601 4601-85080-000	PORTABLE TOILET PARKS	55.58
		PORTABLE TOILET CURTISS FIELD		601 4601-85080-000	PORTABLE TOILET PARKS	55.58
		=== VENDOR TOTALS ===	111.16			
=====						
01 06115		TIMOTHY PITTMAN				
I-201107012912		MILEAGE	32.00			
7/01/2011	APBNK	DUE: 7/01/2011 DISC: 7/01/2011		1099: N		
		MILEAGE		101 4112-86010-000	MILEAGE & PARKING	32.00
		=== VENDOR TOTALS ===	32.00			

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POST DATE	BANK CODE	DESCRIPTION	DISCOUNT	GROSS	P.O. #	G/L ACCOUNT	ACCOUNT NAME	DISTRIBUTION
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01-06999 RAMSEY CTY FIRE CHIEFS ASSOCIA

I-201107012916		TRAINING AND CERTIFICATION		1,875.00				
7/01/2011	APBNK	DUE: 7/01/2011 DISC: 7/01/2011			1099: N			
		TRAINING				101 4124-86020-000	TRAINING	1,500.00
		CERTIFICATION				101 4124-86110-000	MEMBERSHIPS	375.00
=== VENDOR TOTALS ===				1,875.00				

01-05388 SAFE STEP LLC

I-201107012917		SIDEWALK SHAVING		823.74				
7/01/2011	APBNK	DUE: 7/01/2011 DISC: 7/01/2011			1099: N			
		SIDEWALK SHAVING				419 4419-92005-000	SIDEWALK IMPROVEMENTS	823.74
=== VENDOR TOTALS ===				823.74				

01-06535 SPEEDWAY SUPERAMERICA

I-201107012914		FUEL CHARGES		1,381.96				
7/01/2011	APBNK	DUE: 7/01/2011 DISC: 7/01/2011			1099: N			
		FUEL CHARGES				101 4132-74000-000	MOTOR FUEL & LUBRICANTS	1,381.96
=== VENDOR TOTALS ===				1,381.96				

01-07228 CITY OF ST ANTHONY

I-2571		JULY 11 POLICE SERVICES		49,180.58				
7/01/2011	APBNK	DUE: 7/01/2011 DISC: 7/01/2011			1099: N			
		JULY 11 POLICE SERVICES				101 4122-81000-000	POLICE SERVICES	49,180.58
=== VENDOR TOTALS ===				49,180.58				

01-05374 TENNIS SANITATION LLC

I-566920		TENNIS SANITATION LLC		5,769.00				
7/01/2011	APBNK	DUE: 7/01/2011 DISC: 7/01/2011			1099: N			
		JUNE 11 RECYCLING				206 4206-82030-000	RECYCLING CONTRACTS	5,769.00
=== VENDOR TOTALS ===				5,769.00				

01-06585 THE OFFICE CLEANERS

I-20110626		JUNE 11 CLEANING		342.80				
7/01/2011	APBNK	DUE: 7/01/2011 DISC: 7/01/2011			1099: N			
		JUNE 11 CLEANING				101 4131-87010-000	CITY HALL MAINTENANCE	342.80
=== VENDOR TOTALS ===				342.80				

=== PACKET TOTALS === 63,663.42

Federal: \$6256.32
 State: \$1092.36
 PERA: \$2609.64
 ICMA: \$1729.00

TOTAL: \$75350.74

PACKET: 00581 PAYABLES JULY 15TH
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

=====						
01-00800		ALLIED WASTE SERVICES				
=====						
I-0923-001776617		JULY WASTE REMOVAL	474.63			
7/15/2011	APBNK	DUE: 7/15/2011 DISC: 7/15/2011		1099: N		
		JULY WASTE REMOVAL		101 4131-82010-000	WASTE REMOVAL	389.13
		ADDITIONAL WASTE REMOVAL		101 4131-82010-000	WASTE REMOVAL	85.50
		=== VENDOR TOTALS ===	474.63			

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01-00250		AMERIPRIDE SERVICES				
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I-1000868750		LINEN SVCS	39.13			
7/15/2011	APBNK	DUE: 7/15/2011 DISC: 7/15/2011		1099: N		
		LINEN SVCS		101 4124-82011-000	LINEN CLEANING	39.13
=====						
I-1000880986		LINEN SVCS	39.13			
7/15/2011	APBNK	DUE: 7/15/2011 DISC: 7/15/2011		1099: N		
		LINEN SVCS		101 4124-82011-000	LINEN CLEANING	39.13
		=== VENDOR TOTALS ===	78.26			

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01-05220		ANDERSON, HELGEN, DAVIS&NISSIN				
=====						
I-7262		PROSECUTIONS	2,627.44			
7/15/2011	APBNK	DUE: 7/15/2011 DISC: 7/15/2011		1099: N		
		PROSECUTIONS		101 4123-80200-000	LEGAL FEES	2,627.44
		=== VENDOR TOTALS ===	2,627.44			

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01-00323		ASPHALT CONTRACTORS INC				
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I-31515		ASPHALT THERMAL BOND PATCHING	2,190.00			
7/15/2011	APBNK	DUE: 7/15/2011 DISC: 7/15/2011		1099: N		
		ASPHALT THERMAL BOND PATCHING		101 4132-75000-000	BITUMINOUS PATCHING	2,190.00
		=== VENDOR TOTALS ===	2,190.00			

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01-00295		AVR, INC				
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I-48601		CONCRETE FOR SIDEWALKS	829.08			
7/15/2011	APBNK	DUE: 7/15/2011 DISC: 7/15/2011		1099: N		
		CONCRETE FOR SIDEWALKS		412 4412-92022-000	SIDEWALK PANELS	829.08
		=== VENDOR TOTALS ===	829.08			

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-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-01047	BRUCE'S FOOD					
I-201107152919		ICE CREAM SOCIAL SUPPLIES	219.52			
7/15/2011	APBNK	DUE: 7/15/2011 DISC: 7/15/2011		1099: N		
		ICE CREAM SOCIAL SUPPLIES		101 4116-89010-000	SPECIAL EVENTS	219.52
		=== VENDOR TOTALS ===	219.52			
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01-03001	CAMPBELL KNUTSON					
I-201107152928		JUNE LEGAL FEES	1,149.50			
7/15/2011	APBNK	DUE: 7/15/2011 DISC: 7/15/2011		1099: N		
		JUNE LEGAL FEES		101 4114-80200-000	LEGAL FEES	1,149.50
		=== VENDOR TOTALS ===	1,149.50			
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01-03089	CASH					
I-201107152933		COOKING CLASS SUPPLIES	20.79			
7/15/2011	APBNK	DUE: 7/15/2011 DISC: 7/15/2011		1099: N		
		COOKING CLASS SUPPLIES		201 4201-70100-000	SUPPLIES	10.00
		KITCHEN SUPPLIES		101 4131-70110-000	SUPPLIES	10.79
		=== VENDOR TOTALS ===	20.79			
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01-03123	CINTAS CORPORATION #470					
I-201107152931		SHOP/BATHROOM SUPPLIES	205.53			
7/15/2011	APBNK	DUE: 7/15/2011 DISC: 7/15/2011		1099: N		
		SHOP/BATHROOM SUPPLIES		101 4131-70110-000	SUPPLIES	102.26
		SHOP/BATHROOM SUPPLIES		101 4141-70100-000	SUPPLIES	103.27
I-470674865		BATHROOM/SHOP SUPPLIES	106.28			
7/15/2011	APBNK	DUE: 7/15/2011 DISC: 7/15/2011		1099: N		
		BATHROOM/SHOP SUPPLIES		101 4131-70110-000	SUPPLIES	53.14
		BATHROOM/SHOP SUPPLIES		101 4141-70100-000	SUPPLIES	53.14
		=== VENDOR TOTALS ===	311.81			
=====						
01-06290	CITY OF ROSEVILLE					
I-0214923		JULY PHONE	354.09			
7/15/2011	APBNK	DUE: 7/15/2011 DISC: 7/15/2011		1099: N		
		JULY PHONE		101 4116-85010-000	TELEPHONE	354.09
I-214877		JULY IT SVCS	1,189.42			
7/15/2011	APBNK	DUE: 7/15/2011 DISC: 7/15/2011		1099: N		
		JULY IT SVCS		101 4116-85070-000	TECHNICAL SUPPORT	1,189.42
		=== VENDOR TOTALS ===	1,543.51			

PACKET: 00581 PAYABLES JULY 15TH

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SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-03122	CITY OF ST PAUL					
I-118910		MAY FUEL	103.49			
7/15/2011	APBNK	DUE: 7/15/2011 DISC: 7/15/2011		1099: N		
		MAY FUEL		101 4124-74000-000	MOTOR FUEL & LUBRICANTS	103.49
I-119034		ASPHALT	270.65			
7/15/2011	APBNK	DUE: 7/15/2011 DISC: 7/15/2011		1099: N		
		ASPHALT		101 4132-75000-000	BITUMINOUS PATCHING	270.65
		=== VENDOR TOTALS ===	374.14			
=====						
01-03247	CUB FOODS					
I-201107152935		REC PROGRAM FOOD	135.10			
7/15/2011	APBNK	DUE: 7/15/2011 DISC: 7/15/2011		1099: N		
		REC PROGRAM FOOD		201 4201-70100-000	SUPPLIES	135.10
		=== VENDOR TOTALS ===	135.10			
=====						
01-03580	DEPARTMENT OF EMPLOYMENT & ECO					
I-201107152920		2ND QTR UNEMPLOYMENT EXP	979.10			
7/15/2011	APBNK	DUE: 7/15/2011 DISC: 7/15/2011		1099: N		
		2ND QTR UNEMPLOYMENT EXP		101 4141-89000-000	MISCELLANEOUS	979.10
		=== VENDOR TOTALS ===	979.10			
=====						
01-04000	EHLERS AND ASSOCIATES					
I-343038		TIF REPORTING	3,135.00			
7/15/2011	APBNK	DUE: 7/15/2011 DISC: 7/15/2011		1099: N		
		TIF REPORTING		412 4412-89000-000	MISC: TIF ADMIN FEES RAM	1,045.00
		TIF REPORTING		413 4413-89000-000	MISC:TIF ADMIN FEES RAMS	1,045.00
		TIF REPORTING		414 4414-89000-000	MISC:TIF ADMIN FEES RAMS	1,045.00
		=== VENDOR TOTALS ===	3,135.00			
=====						
01-05171	FRA DOR INC					
I-1161550		BLACK DIRT	74.70			
7/15/2011	APBNK	DUE: 7/15/2011 DISC: 7/15/2011		1099: N		
		BLACK DIRT		419 4419-92005-000	SIDEWALK IMPROVEMENTS	22.44
		CLASS 5 MATERIAL		419 4419-92005-000	SIDEWALK IMPROVEMENTS	20.20
		SAND		101 4141-87120-000	FACILITIES & GROUND MAIN	32.06
I-201107152924		REISSUE DAMAGED CHECK	20.00			
7/15/2011	APBNK	DUE: 7/15/2011 DISC: 7/15/2011		1099: N		
		REISSUE DAMAGED CHECK		101 4131-70110-000	SUPPLIES	20.00
		=== VENDOR TOTALS ===	94.70			

PACKET: 00581 PAYABLES JULY 15TH

VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC

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-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-05115	GOPHER STATE ONE CALL					
1-14968		LOCATES	175.95			
7/15/2011	APBNK	DUE: 7/15/2011 DISC: 7/15/2011		1099: N		
		LOCATES		601 4601-88030-000	LOCATES	175.95
		=== VENDOR TOTALS ===	175.95			
=====						
01-05166	GRAINGER, W. W., INC.					
1-9575553020		US FLAG^	109.91			
7/15/2011	APBNK	DUE: 7/15/2011 DISC: 7/15/2011		1099: N		
		US FLAG^		101 4131-70110-000	SUPPLIES	109.91
		=== VENDOR TOTALS ===	109.91			
=====						
01-05054	DEBORAH JONES					
1-201107152925		MILEAGE REIMB	38.25			
7/15/2011	APBNK	DUE: 7/15/2011 DISC: 7/15/2011		1099: N		
		MILEAGE REIMB		101 4112-86010-000	MILEAGE & PARKING	38.25
		=== VENDOR TOTALS ===	38.25			
=====						
01-05404	KURHAJETZ, CLEM					
1-201107152938		TNG SUPPLIES/ H20	49.45			
7/15/2011	APBNK	DUE: 7/15/2011 DISC: 7/15/2011		1099: N		
		TNG SUPPLIES/ H20		101 4124-70100-000	SUPPLIES	49.45
		=== VENDOR TOTALS ===	49.45			
=====						
01-05943	LAKEWOODS REMODELING					
1-201107152941		REFUND ROOFING PERMIT FEE	196.55			
7/15/2011	APBNK	DUE: 7/15/2011 DISC: 7/15/2011		1099: N		
		REFUND ROOFING PERMIT FEE		101 32212-000	ROOFING PERMIT	191.75
		REFUND ROOFING PERMIT FEE		101 20801-000	DUE TO OTHER GOVERNMENTS	4.80
		=== VENDOR TOTALS ===	196.55			
=====						
01-07272	LILLIE SUBURBAN NEWSPAPER					
1-201107152934		ANNUAL FINANCIAL REPORT/ZONIN	744.63			
7/15/2011	APBNK	DUE: 7/15/2011 DISC: 7/15/2011		1099: N		
		ANNUAL FINANCIAL REPORT LEGAL		101 4111-70410-000	LEGAL NOTICES	724.50
		ZONING ORDINANCE		101 4111-70410-000	LEGAL NOTICES	20.13
		=== VENDOR TOTALS ===	744.63			

PACKET: 00561 PAYABLES JULY 15TH

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
=====						
01-05569	LINDERS GARDEN CENTER					
I-201107152932		SUPPLIES	90.37			
7/15/2011	APBNK	DUE: 7/15/2011 DISC: 7/15/2011		1099: N		
		SUPPLIES		101 4131-70110-000	SUPPLIES	90.37
		=== VENDOR TOTALS ===	90.37			
=====						
01-05665	METROPOLITAN COUNCIL					
I-964724		AUG/11 S.S.	39,240.54			
7/15/2011	APBNK	DUE: 7/15/2011 DISC: 7/15/2011		1099: N		
		AUG/11 S.S.		601 4601-85060-000	METRO SEWER CHARGES	39,240.54
		=== VENDOR TOTALS ===	39,240.54			
=====						
01-05693	MIDWEST ASPHALT CORPORATION					
I-110972MB		SIDEWALK PANEL DISPOSAL	30.46			
7/15/2011	APBNK	DUE: 7/15/2011 DISC: 7/15/2011		1099: N		
		SIDEWALK PANEL DISPOSAL		419 4419-92005-000	SIDEWALK IMPROVEMENTS	30.46
		=== VENDOR TOTALS ===	30.46			
=====						
01-05273	MN PUBLIC EMPLOYEES INSURANCE					
I-201107152929		AUG INSURANCE	5,990.70			
7/15/2011	APBNK	DUE: 7/15/2011 DISC: 7/15/2011		1099: N		
		AUG INSURANCE		101 4112-89000-000	MISCELLANEOUS	5,990.70
		=== VENDOR TOTALS ===	5,990.70			
=====						
01-07263	NEXTEL COMMUNICATIONS, INC					
I-172868921-076		CELL PHONE EXP	78.70			
7/15/2011	APBNK	DUE: 7/15/2011 DISC: 7/15/2011		1099: N		
		CELL PHONE EXP		101 4141-85015-000	CELL PHONE	78.70
		=== VENDOR TOTALS ===	78.70			
=====						
01-06027	OLSEN FIRE PROTECTION					
I-21106239		ANNUAL SPRINKLER TEST	235.00			
7/15/2011	APBNK	DUE: 7/15/2011 DISC: 7/15/2011		1099: N		
		ANNUAL SPRINKLER TEST		101 4131-87010-000	CITY HALL MAINTENANCE	235.00
		=== VENDOR TOTALS ===	235.00			

PACKET: 00581 PAYABLES JULY 15TH

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
=====						
01-06065		OXYGEN SERVICE COMPANY				

I-2170992		BREATHING AIR	147.31			
7/15/2011	APBNK	DUE: 7/15/2011 DISC: 7/15/2011		1099: N		
		BREATHING AIR		101 4124-70100-000	SUPPLIES	147.31
		=== VENDOR TOTALS ===	147.31			
=====						
01-06945		QWEST				

I-201107152937		LANDLINE TELEPHONE	112.76			
7/15/2011	APBNK	DUE: 7/15/2011 DISC: 7/15/2011		1099: N		
		LANDLINE TELEPHONE		101 4141-85011-000	TELEPHONE - LANDLINE	54.22
		LANDLINE TELEPHONE		601 4601-85011-000	TELEPHONE - LANDLINE	58.54
		=== VENDOR TOTALS ===	112.76			
=====						
01-06185		RAMSEY COUNTY				

I-EMCOM 001265		911 DISPATCH AND RADIO SUPPOR	1,729.71			
7/15/2011	APBNK	DUE: 7/15/2011 DISC: 7/15/2011		1099: N		
		911 DISPATCH		101 4124-86800-000	RADIO MESB/FLEET SUPPORT	1,649.07
		FLEET RADIO SUPPORT		101 4124-86800-000	RADIO MESB/FLEET SUPPORT	80.64

I-RISK 1427		JULY INSURANCE	854.70			
7/15/2011	APBNK	DUE: 7/15/2011 DISC: 7/15/2011		1099: N		
		JULY INSURANCE		101 4112-89000-000	MISCELLANEOUS	854.70
		=== VENDOR TOTALS ===	2,584.41			
=====						
01-06183		RAMSEY COUNTY PROP/RECORD				

I-PRREL 378		ANNUAL VOTING SYSTEM	852.37			
7/15/2011	APBNK	DUE: 7/15/2011 DISC: 7/15/2011		1099: N		
		ANNUAL VOTING SYSTEM EXP		101 4112-89000-000	MISCELLANEOUS	852.37
		=== VENDOR TOTALS ===	852.37			
=====						
01-06301		SAMS CLUB DISCOVER CARD				

I-201107152926		PROGRAM SUPPLIES	331.17			
7/15/2011	APBNK	DUE: 7/15/2011 DISC: 7/15/2011		1099: N		
		PROGRAM SUPPLIES		201 4201-70100-000	SUPPLIES	240.18
		PAPER TOWELS		101 4131-70110-000	SUPPLIES	64.74
		PAPER TOWELS		101 4112-86110-000	MEMBERSHIPS	26.25
		=== VENDOR TOTALS ===	331.17			

INACRET: 00581 PAYABLES JULY 15TH

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
=====						
01-06525		SUBURBAN ACE HARDWARE				

1-201107152930		SUPPLIES	24.31			
7/15/2011	APBNK	DUE: 7/15/2011 DISC: 7/15/2011		1099: N		
		SUPPLIES		101 4124-70100-000	SUPPLIES	9.38
		GLUE		101 4141-70100-000	SUPPLIES	6.40
		LIGHT BULBS		101 4141-87120-000	FACILITIES & GROUND MAIN	8.53
		=== VENDOR TOTALS ===	24.31			
=====						
01-07003		TESCH, SCOTT				

1-201107152921		SECURITY EXP	50.00			
7/15/2011	APBNK	DUE: 7/15/2011 DISC: 7/15/2011		1099: N		
		SECURITY EXP		101 4112-89000-000	MISCELLANEOUS	50.00

1-201107152945		DIGITAL CAMERA SUPPLIES	58.99			
7/15/2011	APBNK	DUE: 7/15/2011 DISC: 7/15/2011		1099: N		
		DIGITAL CAMERA SUPPLIES		101 4124-70100-000	SUPPLIES	58.99
		=== VENDOR TOTALS ===	108.99			
=====						
01-05322		THOMAS AND SONS CONSTRUCTION				

1-201107152922		LARP STREETScape PYMT	16,388.35			
7/15/2011	APBNK	DUE: 7/15/2011 DISC: 7/15/2011		1099: N		
		LARP STREETScape PYMT		412 20600-000	CONTRACT PAYABLE	16,388.35
		=== VENDOR TOTALS ===	16,388.35			
=====						
01-00878		US BANCORP				

1-201107152927		US BANCORP	237.05			
7/15/2011	APBNK	MANUAL CK# 077996 7/11/2011		1099: N		
		PHONE BATTERY		101 4116-70100-000	SUPPLIES	196.96
		PARKING AT LMC CONF		101 4112-86010-000	MILEAGE & PARKING	5.00
		WORKSHOP FOOD		101 4111-70100-000	SUPPLIES	35.09
		=== VENDOR TOTALS ===	237.05			
=====						
01-07323		VALLEY CREEK EXPRESS INC				

1-6680		MULCH FOR PLAYGROUNDS	756.00			
7/15/2011	APBNK	DUE: 7/15/2011 DISC: 7/15/2011		1099: N		
		MULCH FOR PLAYGROUNDS		101 4141-87120-000	FACILITIES & GROUND MAIN	756.00

1-6681		MULCH FOR PLAYGROUNDS	1,080.00			
7/15/2011	APBNK	DUE: 7/15/2011 DISC: 7/15/2011		1099: N		
		MULCH FOR PLAYGROUNDS		101 4141-87120-000	FACILITIES & GROUND MAIN	1,080.00
		=== VENDOR TOTALS ===	1,836.00			

PACKET: 00581 PAYABLES JULY 15TH

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
=====						
01-07690	WNAV INC					
I-201107152939		AUDIO VISUAL SUPPORT	78.00			
7/15/2011	APBNK	DUE: 7/15/2011 DISC: 7/15/2011		1099: N		
		AUDIO VISUAL SUPPORT		101 4116-89010-000	SPECIAL EVENTS	78.00
=== VENDOR TOTALS ===			78.00			

=====						
01-05870	XCEL ENERGY					
I-201107152942		ELECTRICITY AND GAS	3,601.82			
7/15/2011	APBNK	DUE: 7/15/2011 DISC: 7/15/2011		1099: N		
		ELECTRICITY		101 4141-85020-000	ELECTRIC/GAS	332.78
		ELECTRICITY		101 4131-85020-000	ELECTRIC	697.07
		ELECTRICITY		101 4131-85030-000	NATURAL GAS	65.21
		ELECTRICITY		209 4209-85020-000	STREET LIGHTING POWER	9.95
		ELECTRICITY		601 4601-85020-000	ELECTRIC	26.29
		ELECTRICITY		209 4209-85020-000	STREET LIGHTING POWER	45.03
		ELECTRICITY		209 4209-85020-000	STREET LIGHTING POWER	9.95
		ELECTRICITY		209 4209-85020-000	STREET LIGHTING POWER	42.97
		ELECTRICITY		209 4209-85020-000	STREET LIGHTING POWER	25.70
		ELECTRICITY		209 4209-85020-000	STREET LIGHTING POWER	48.97
		ELECTRICITY		209 4209-85020-000	STREET LIGHTING POWER	2,096.04
		ELECTRICITY		209 4209-85020-000	STREET LIGHTING POWER	139.04
		ELECTRICITY		209 4209-85020-000	STREET LIGHTING POWER	9.95
		ELECTRICITY		209 4209-85020-000	STREET LIGHTING POWER	52.87
=== VENDOR TOTALS ===			3,601.82			
=== PACKET TOTALS ===			87,445.63			

Federal: \$5473.20

State: \$925.19

PERA: \$2696.99

ICMA: \$1729.00

TOTAL: \$98270.01



July Statement for activity from Jun. 03, 2011 through Jul. 05, 2011
 CITY OF FALCON HEIGHT
 JUSTIN J MILLER (CPN 000107109)

Inquiries: 1-866-485-4545
 BUS 67 02 Page 1 of 2

Your U.S. Bank Business Platinum Visa® Card account at a glance ...

Account

Activity Summary	
Previous Balance	\$40.14
Payments	\$40.14CR
Other Credits	\$0.00
Purchases	\$237.05
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	\$237.05
Credit Line	\$24,000.00
Available Credit	\$23,762.95
Statement Close Date	Jul. 05, 2011
Days in Billing Cycle	33

Payment Information	
New Balance	\$237.05
Minimum Payment Due (Current Month)	\$10.00
Minimum Payment Due (Past Due)	\$0.00
Total New Minimum Payment Due	\$10.00
Payment Due Date	Aug. 01, 2011
Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay up to 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 \$237.05 by 08/01/11. 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					
06/13	06/11	0035	PAYMENT THANK YOU	\$40.14CR	-----
Purchases and Other Debits					
06/09	06/08	6251	CDW GOVERNMENT 800-800-4239 IL	\$196.96	Phone Battery
06/20	06/16	0002	LANIER PARKING 10460 ROCHESTER MN	\$5.00	car cost parking
07/01	06/29	8384	JIMMY JOHN'S # 305 FALCON HEIGHT MN	\$35.09	wksp meals

Continued on Next Page

EMP NO	EMPLOYEE NAME	TYPE	CHECK DATE	CHECK AMOUNT	CHECK NO.
010	TESSER, MICHELLE C	R	7/11/2011	1,409.75	077966
012	ANDERSON, JESSICA A	R	7/11/2011	484.15	077967
038	JONES, DEBORAH K	R	7/11/2011	1,678.69	077968
034	KURHAJETZ, CLEMENT	R	7/11/2011	114.45	077969
040	ANDERSON, KEVIN	R	7/11/2011	116.75	077970
085	JOHNSON-POWERS, DANIEL S	R	7/11/2011	108.65	077971
087	MCKAY, MICHAEL A	R	7/11/2011	42.10	077972
095	POESCHL, MICHAEL J	R	7/11/2011	142.93	077973
097	GAFFNEY, PATRICK	R	7/11/2011	103.09	077974
101	HUFF, DALE E	R	7/11/2011	121.58	077975
104	VANN, VINCENT A	R	7/11/2011	92.46	077976
105	FEHRENBACH, ANTON M	R	7/11/2011	95.39	077977
112	LESKE, CHRIS M	R	7/11/2011	44.85	077978
119	WICK, JEFFREY M	R	7/11/2011	79.08	077979
120	HAWTHORNE, ROCHELLE L	R	7/11/2011	73.97	077980
123	SULLIVAN, BRYAN R	R	7/11/2011	153.12	077981
124	KRUSE, MICHAEL D	R	7/11/2011	166.29	077982
125	MILLER, RACHEL L	R	7/11/2011	124.22	077983
126	SMITH, BENJAMIN J	R	7/11/2011	168.60	077984
127	PONTRELLI, MITCHELL E	R	7/11/2011	49.97	077985
172	ARCAND, MICHAEL W	R	7/11/2011	179.64	077986
034	PITTMAN, GERALD J	R	7/11/2011	701.51	077987
145	SCARDIGLI, ANTHONY N	R	7/11/2011	784.76	077988
143	CALLAHAN, COLIN B	R	7/11/2011	1,062.48	077989
103	MEYER, DIANE	R	7/11/2011	465.53	077990
164	MILLER, ALLISON	R	7/11/2011	227.80	077991
185	TOMLINSON, KELLY R	R	7/11/2011	285.83	077992
188	HART, KIMBERLY D	R	7/11/2011	149.32	077993
189	HOWELL, RYAN D	R	7/11/2011	215.68	077994
191	REASONER, KAITLYN C	R	7/11/2011	81.14	077995

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

PAY PERIOD ENDING 7/15/2011
DIRECT DEPOSIT EFFECTIVE DATE 7/11/2011

EMP #	NAME	AMOUNT
01-1002	JUSTIN J MILLER	2,581.03
01-1136	ROLAND O OLSON	1,301.57
01-2154	MAUREEN A ANDERSON	169.83
01-0086	RICHARD H HINRICHS	92.46
01-0106	SCOTT A TESCH	134.96
01-1030	TIMOTHY J PITTMAN	1,883.44
01-1033	DAVE TRETSVEN	1,470.69
01-2129	KIRSTEN M SKUNDBERG	285.45
01-2148	LEANN M BENSON	200.73
01-2170	ERIC W LEPPINK	229.97
01-2190	ROBERT W JOHNSON	281.64
01-2192	STEPHEN T KU	89.28

TOTAL PRINTED:

12

8,721.05

PAYROLL NO: 01 City of Falcon Heights

PAYROLL DATE: 7/11/2011

*** REGISTER TOTALS ***

REGULAR CHECKS:	30	9,523.78
DIRECT DEPOSIT REGULAR CHECKS:	12	8,721.05
MANUAL CHECKS:		
PRINTED MANUAL CHECKS:		
DIRECT DEPOSIT MANUAL CHECKS:		
VOIDED CHECKS:		
NON CHECKS:		

TOTAL CHECKS:	42	18,244.83

*** NO ERRORS FOUND ***

** END OF REPORT **



The City That Soars!

REQUEST FOR COUNCIL ACTION

Meeting Date	July 27, 2011
Agenda Item	Consent F2
Attachment	
Submitted By	Michelle Tesser, Assistant to the City Administrator

Item	City License Applications
Description	<p>The following individuals have applied for a <u>Liquor, Municipal Business, Restaurant License</u> for 2011. Staff has received the necessary documents for licensure.</p> <p style="text-align: center;">1. Stout's Pub</p> <p>The following individuals have applied for a <u>Mechanical License</u> for 2011. Staff has received the necessary documents for licensure.</p> <p style="text-align: center;">1. DeZiel Heating & A/C, Inc.</p>
Budget Impact	
Attachment(s)	N/A
Action(s) Requested	Staff recommends that the Falcon Heights City Council approve the 2011 City License Applications



The City That Soars!

REQUEST FOR COUNCIL ACTION

Meeting Date	July 27, 2011
Agenda Item	Consent F3
Attachment	Contract for Tennis Court Reconstruction
Submitted By	Justin Miller, City Administrator

Item	Approval of Contract for Tennis Court Reconstruction
Description	At the July 13 th city council meeting, bids were approved for the Community Park tennis court reconstruction project. The low bidder was Midwest Asphalt, and in order to complete this project, the city attorney has drafted a contract for the specified work.
Budget Impact	Funds for this project will be paid through United States Tennis Association grants and funds from the parks capital improvements budget. The net cost to the city is estimated to be \$82,800.
Attachment(s)	Contract with Midwest Asphalt
Action(s) Requested	Staff recommends that the Falcon Heights City Council approve the attached contract with Midwest Asphalt for reconstruction of the Community Park tennis courts.

AGREEMENT

THIS AGREEMENT made this ____ day of _____, 2011, by and between the **CITY OF FALCON HEIGHTS**, a Minnesota municipal corporation (“Owner” or “City”) and **MIDWEST ASPHALT CORP.**, 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. General Conditions of the Contract for Construction, AIA A201-1997 ed., as amended by the Supplementary Conditions to the General Conditions.
- C. Plans and drawings prepared by CEI Engineering Associates, Inc.
- D. Contractor’s Bid excluding light poles.

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 “D” 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 excluding light poles.

3. CONTRACT PRICE. The Owner has accepted Bid Item One from the Contractor for a lump sum total of \$90,250.00 (Ninety Thousand two hundred fifty dollars). Owner shall pay Contractor for completion of the Work, in accordance with the Contract Documents 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 1½ 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 Park and Recreation Director.

5. COMPLETION DATE. The Work must be completed and ready for final payment by October 21, 2011.

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. **WARRANTY.** . 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.

8. **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.

9. **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 Owner for undisputed services provided by the subcontractor. The Contractor must pay interest of one and one-half percent (1 1/2 %) per month or any part of a month to 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. **PERFORMANCE AND PAYMENT BONDS.** A performance bond and a payment bond each in the amount of the contract price meeting statutory requirements, Minnesota Statutes § 574.26, are required.

11. **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

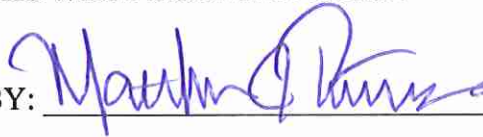
constitute a waiver of any other or any succeeding breach of this Contract by either party, whether of the same or any other covenant, condition or obligation.

- I. **Governing Law/Venue.** The laws of the State of Minnesota govern the interpretation of this Contract. Claims are not subject to arbitration or mediation. 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.
- N. All references in the General Conditions of the Contract and the supplement to the General Conditions to "Architect" shall be deleted and replaced with "Engineer."

**OWNER:
CITY OF FALCON HEIGHTS**

**CONTRACTOR:
MIDWEST ASPHALT CORP.**

BY: _____
Peter Lindstrom, Mayor

BY:  _____

Its: MATTHEW J. TIMMERS,
ASSISTANT SECRETARY

AND _____
Justin Miller, City Administrator/City 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 Park and Recreation Director's written instructions, either correct such defective work or if it has been rejected by the Park and Recreation Director, 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 (1½ %) 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.



Families, Fields and Fair

REQUEST FOR COUNCIL ACTION

Meeting Date	July 27, 2011
Agenda Item	Consent F4
Attachment	
Submitted By	Tim Pittman, Director of Public Works and Parks

Item	Storm Sewer Cleaning Program						
Description	<p>The City of Falcon Heights storm sewer system consists of 283 catch basins and 136 manhole accesses. There are approximately 4,434 linear feet of pipe varying in size from 12" to 42" in diameter. These systems carry rain water to rivers, streams, and lakes, and in our case, predominantly Como Lake. After years of leaves and debris passing thru this system, deposits have developed. To reduce the chance of these contaminants getting to our lakes and streams proper cleaning of the system is required. This consists of a high pressure nozzle that washes the inside of the pipes and basins and the debris is vacuumed out and hauled away to a proper disposal site. Quotes were received for the 2011 Storm Sewer cleaning program by the following companies.</p> <table> <tr> <td>American Environmental LLC</td> <td>\$27,500.00</td> </tr> <tr> <td>Infratech Inc.</td> <td>\$28,377.60</td> </tr> <tr> <td>Midwest Trenchless Technologies Inc.</td> <td>\$28,776.66</td> </tr> </table>	American Environmental LLC	\$27,500.00	Infratech Inc.	\$28,377.60	Midwest Trenchless Technologies Inc.	\$28,776.66
American Environmental LLC	\$27,500.00						
Infratech Inc.	\$28,377.60						
Midwest Trenchless Technologies Inc.	\$28,776.66						
Budget Impact	Money has been allocated in the Storm Drainage Fund (602) for 2011 in the amount of \$35,000.						
Attachment(s)	None						
Action(s) Requested	Staff recommends that the Falcon Heights City Council approve an agreement with American Environmental LLC for the amount of \$27,500 for the 2011 storm sewer cleaning program.						



The City That Soars!

REQUEST FOR COUNCIL ACTION

Meeting Date	July 27, 2011
Agenda Item	Policy G1
Attachment	Domestic Partner Information Sheet Ordinance 11-03
Submitted By	Michelle Tesser, Assistant to the City Administrator

Item	Adoption of Domestic Partner Ordinance
Description	<p>The Human Rights Commission was approached in January by Outfront Minnesota to discuss the possibility of implementing a domestic partner ordinance in the city. Domestic partner registration ordinances allow a couple, whether same-sex or different-sex, to register as domestic partners for a nominal fee and receive a certificate that verifies their registration. This type of ordinance exists in Minneapolis (1991), Duluth and St. Paul (2009), and Edina, Rochester, Maplewood, Golden Valley (2010) and Richfield (2011).</p> <p>The Human Rights Commission reviewed the historical path other cities have taken when determining whether to adopt a domestic partner ordinance. The commission agreed to recommend adopting the ordinance to the council.</p> <p>The city council has reviewed the proposal several times, most recently at the June 29th city council workshop.</p>
Budget Impact	Minimal impacted based on number of applications received.
Attachment(s)	Domestic Partner Information Sheet from Outfront Minnesota Ordinance 11-03
Action(s) Requested	<p>The Human Rights Commission recommends that the Falcon Heights City Council approve the attached domestic partner ordinance and amend the city's fee schedule to include the following:</p> <p>Domestic Partnership Registration: \$40.00 Amendments or terminations: \$20.00</p>

What are municipal domestic-partner registration ordinances?

In 1991, the City of Minneapolis created Minnesota's first municipal domestic-partner registration ordinance. Since then, other cities have followed suit: Duluth (2009), St. Paul (2009), Edina (2010), and Rochester (2010). These ordinances allow a couple, whether same-sex or different-sex, to register as domestic partners for a nominal fee (usually \$20-\$25) and receive a certificate that verifies their registration.

Municipal domestic-partner registrations serve purposes beyond symbolism.

Undeniably, under Minnesota law, local governments are very restricted in terms of the rights or privileges they could attach to a domestic-partner registration. In particular, local governments in Minnesota may not offer their employees' domestic partners health coverage akin to that provided to employees' spouses. (Other employment benefits, e.g., bereavement leave, may be offered.) A registration ordinance provides unmarried couples who attest that they satisfy the City's definition of a "domestic partnership" the ability to secure government documentation that a relationship exists. That documentation function strengthens couples' ability to secure benefits or protections from businesses, hospitals, or other entities which can rely on a registration certificate for their paperwork needs.

Municipal domestic-partner registration ordinances impose no costs on local businesses.

None of the domestic-partner ordinances passed in Minnesota requires any private business or other entity to pay to provide financial benefits of any kind to couples who register. Much of the conversation about domestic partnerships relates to health benefits; under Federal law, in most cases no city or state can require that private employers provide any particular health benefits to their employees. A domestic-partner registration ordinance, however, can make it easier for those businesses who would like to provide these or other benefits but who don't want to create their own, internal registration processes.

Passing a municipal domestic-partner registration ordinance imposes no costs on a City itself.

The cost of preparing forms for couples to use for registration is more than offset by the registration fee couples are charged. Passing a domestic-partner registration ordinance does not require a City to provide any particular benefits to its employees' domestic partners, though naturally a City may choose to do so, other than dependent health coverage.

Municipal domestic-partner registration ordinances can help attract businesses and residents.

There is no evidence that in twenty years' experience, businesses or residents have left, or declined to move to, Minneapolis due to its domestic-partner registration ordinance. In OutFront Minnesota's experience, local leaders express support for such ordinances because they believe they enhance their city's reputation as welcoming to all families and communities, and that this is conducive to welcoming new businesses and residents.

Municipal domestic-partner registries do not affect places of worship.

A municipal domestic-partner registration ordinance is entirely a function of civil government and has no effect on places of worship. Should a place of worship

choose to conduct a ceremony for domestic partners, they are of course free and welcome to do so, but no government entity may require that a place of worship recognize or act on a domestic-partner registration.

Municipal domestic-partner registries do not violate state law.

While Minnesota law currently restricts marriage to different-sex couples, state law also allows local governments to register domestic partners. Each of the domestic-partner registration ordinances in Minnesota provides for recognition of registrations from other cities, as well as domestic partnerships, civil unions, and even marriages from other jurisdictions – as municipal domestic partnerships, and nothing more. Domestic-partnership registration ordinances do not create or limit rights or obligations in such areas as inheritance, adoption, child custody, separation, or related areas governed solely by State law.

ORDINANCE NO. 11-03

CITY OF FALCON HEIGHTS
RAMSEY COUNTY, MINNESOTA

**AN ORDINANCE AMENDING
CHAPTER 2 OF THE CITY CODE CONCERNING
REGISTRATION OF DOMESTIC PARTNERS**

THE CITY COUNCIL OF THE CITY OF FALCON HEIGHTS ORDAINS:

SECTION 1. Chapter 2 of the Falcon Heights City Code is amended by adding Article VIII to read:

ARTICLE VIII. Domestic Partners

2-150 Purpose.

The City of Falcon Heights authorizes and establishes a voluntary program of registration of domestic partners. The domestic partnership registry is a means by which unmarried, committed couples who reside or work in Falcon Heights and who share a life together may document their relationship.

Falcon Heights' Domestic Partner ordinance is a City ordinance and does not create rights, privileges, or responsibilities that are available to spouses under state or federal law. The City of Falcon Heights cannot provide legal advice concerning domestic partnerships. Applicants and registrants may wish to consult with an attorney for such advice including but not limited to: wills, medical matters, finances and powers of attorney, children and dependents, medical and health care employment benefits.

2-151 Definitions.

The following words and phrases used in this Code have the meanings given in this Section.

Domestic Partner. Any two adults who meet all the following:

1. Are not related by blood closer than permitted under marriage laws of the state.
2. Are not married.
3. Are competent to enter into a contract.
4. Are jointly responsible to each other for the necessities of life.
5. Are committed to one another to the same extent as married persons are to each other, except for the traditional marital status and solemnities.
6. Do not have any other domestic partner(s).
7. Are both at least 18 years of age.

8. At least one of whom resides in Falcon Heights or is employed in Falcon Heights.

Domestic Partnership. The term “domestic partnership” shall include, upon production of valid, government-issued documentation, in addition to domestic partnerships registered with the City of Falcon Heights, and regardless of whether partners in either circumstances have sought further registration with the City of Falcon Heights:

1. Any persons who have a currently-registered domestic partnership with a governmental body pursuant to state, local or other law authorizing such registration. The term domestic partnership shall be construed liberally to include same-sex unions, regardless of title, in which two same-sex individuals are committed to one another as married persons are traditionally committed, except for the traditional marital status and solemnities.
2. Marriages that would be legally recognized as a contract of lawful marriage in another local, state or foreign jurisdiction, but for the operation of Minnesota law.

2-152 Registration of Domestic Partnerships.

- A. The City Clerk shall accept an application in a form provided by the City to register domestic partners who state in such application that they meet the definition of domestic partners.
- B. The City Clerk shall charge an application fee for the registration of domestic partners and shall charge a fee for providing certified copies of registrations, amendments, or notices of termination.
- C. The City Clerk shall provide each domestic partner with a registration certificate. The registration certificate shall not be issued prior to the third working day after the date of the application.
- D. This application and certificate may be used as evidence of the existence of a domestic partner relationship.
- E. The City Clerk shall keep a record of all registrations of domestic partnership, amendments to registrations and notices of termination. The records shall be maintained so that amendments and notices of termination are filed with the registration of domestic partnership to which they pertain.
- F. The application and amendments thereto, the registration certificate, and termination notices shall constitute government data and will be subject to disclosure pursuant to the terms of the Minnesota Government Data Practices Act.

2-153 Amendments.

The City Clerk may accept amendments for filing from persons who have domestic partnership registrations on file, except amendments which would replace one of the registered partners with another individual.

2-154 Termination of Domestic Partnership.

Domestic partnership registration terminates when the earliest of the following occurs:

1. One of the partners dies; or
2. Forty-five days after one partner sends the other partner written notice, on a form provided by the City, that he or she is terminating the partnership and files the notice of termination and an affidavit of service of the notice on the other partner together with a fee with the City Clerk.

SECTION 2. EFFECTIVE DATE: This ordinance shall take effect from and after its passage.

ADOPTED this 27th day of July, 2011, by the City Council of Falcon Heights, Minnesota.

CITY OF FALCON HEIGHTS

BY: _____
Peter Lindstrom, Mayor

ATTEST:

Justin Miller, City Administrator/Clerk