

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

AGENDA  
September 26, 2012

- A. CALL TO ORDER:
- B. ROLL CALL:           LINDSTROM \_\_\_\_ HARRIS \_\_\_\_ GOSLINE \_\_\_\_  
                              LONG \_\_\_\_ MERCER-TAYLOR \_\_\_\_  
                              FISCHER \_\_\_\_
- C. PRESENTATIONS:
  - 1. Ramsey County Sheriff Matt Bostrom
  - 2. Sustainable Community Class- U of M
- D. APPROVAL OF MINUTES: September 12, 2012
- E. PUBLIC HEARINGS:
- F. CONSENT AGENDA:
  - 1. General Disbursements through 9/18/2012: \$89,282.27  
Payroll through 9/13/2012: \$16,274.59
  - 2. Approval of City Licenses
  - 3. Approval of Revised Background Check Ordinance
- G: POLICY ITEMS:
  - 1. Lease Agreement with Croix Oil Company     (Amended Addition)
- H. INFORMATION/ ANNOUNCEMENTS:
- I. COMMUNITY FORUM:
- J. ADJOURNMENT:

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

AGENDA  
September 12, 2012

- A. CALL TO ORDER:
- B. ROLL CALL: LINDSTROM \_\_X\_\_ HARRIS \_\_X\_\_ GOSLINE \_\_X\_\_  
LONG \_\_X\_\_ MERCER-TAYLOR \_\_X\_\_ (arrived at 7:10pm)  
FISCHER \_\_X\_\_
- C. PRESENTATIONS:
- D. APPROVAL OF MINUTES: August 8, 2012 Approved
- E. PUBLIC HEARINGS:
- F. CONSENT AGENDA: Chuck Long Moved Approval 4-0  
1. General Disbursements through 9/6/2012: \$173,450.77  
Payroll through 8/29/2012: \$38,654.35  
2. Approval of City Licenses  
3. Approve Drainage Easement on TIES property
- G: POLICY ITEMS: Keith Gosline Moved Approval 5-0  
1. Approve 2013 Preliminary Levy Pam Harris Moved Approval 5-0  
2. A Resolution adopting the Ramsey County  
All-Hazard Mitigation Plan
- H. INFORMATION/ ANNOUNCEMENTS:
- I. COMMUNITY FORUM:
- J. ADJOURNMENT: 8:05pm



*The City That Soars!*

## REQUEST FOR COUNCIL ACTION

|                     |                                   |
|---------------------|-----------------------------------|
| <b>Meeting Date</b> | September 26, 2012                |
| <b>Agenda Item</b>  | Consent F1                        |
| <b>Attachment</b>   | General Disbursements and Payroll |
| <b>Submitted By</b> | Roland Olson, Finance Director    |

|                            |  |
|----------------------------|--|
| <b>Item</b>                | General Disbursements and Payroll  |
| <b>Description</b>         | General Disbursements through 9/18/2012: \$89,282.27<br>Payroll through 9/13/2012: \$16,274.59   |
| <b>Budget Impact</b>       |  |
| <b>Attachment(s)</b>       | General Disbursements and Payroll  |
| <b>Action(s) Requested</b> | Staff recommends that the Falcon Heights City Council approve general disbursements and payroll. |

| -----ID-----          |           |                                | GROSS    | P.O. #             |                        |              |
|-----------------------|-----------|--------------------------------|----------|--------------------|------------------------|--------------|
| POST DATE             | BANK CODE | -----DESCRIPTION-----          | DISCOUNT | G/L ACCOUNT        | -----ACCOUNT NAME----- | DISTRIBUTION |
| 01                    | 0         | ALLIED WASTE SERVICES          |          |                    |                        |              |
| I-0923-002035117      |           | WASTE REMOVAL SEPT             | 310.10   |                    |                        |              |
| 9/07/2012             | APBNK     | DUE: 9/07/2012 DISC: 9/07/2012 |          | 1099: N            |                        |              |
|                       |           | WASTE REMOVAL SEPT             |          | 101 4131-82010-000 | WASTE REMOVAL          | 310.10       |
| === VENDOR TOTALS === |           |                                | 310.10   |                    |                        |              |
| 01-00255              |           | AMERICAN OFFICE PRODUCTS       |          |                    |                        |              |
| I-128369              |           | OFFICE PAPER                   | 85.68    |                    |                        |              |
| 9/07/2012             | APBNK     | DUE: 9/07/2012 DISC: 9/07/2012 |          | 1099: N            |                        |              |
|                       |           | OFFICE PAPER                   |          | 101 4112-70100-000 | SUPPLIES               | 85.68        |
| === VENDOR TOTALS === |           |                                | 85.68    |                    |                        |              |
| 01-06290              |           | CITY OF ROSEVILLE              |          |                    |                        |              |
| I-0216414             |           | IT SERVICES SEPT               | 1,266.50 |                    |                        |              |
| 9/07/2012             | APBNK     | DUE: 9/07/2012 DISC: 9/07/2012 |          | 1099: N            |                        |              |
|                       |           | IT SERVICES SEPT               |          | 101 4116-85070-000 | TECHNICAL SUPPORT      | 1,266.50     |
| I-0216446             |           | PHONE BILL SEPT                | 354.09   |                    |                        |              |
| 9/07/2012             | APBNK     | DUE: 9/07/2012 DISC: 9/07/2012 |          | 1099: N            |                        |              |
|                       |           | PHONE BILL SEPT                |          | 101 4116-85010-000 | TELEPHONE              | 354.09       |
| === VENDOR TOTALS === |           |                                | 1,620.59 |                    |                        |              |
| 01-03300              |           | DISCOUNT STEEL, INC            |          |                    |                        |              |
| I-01815072            |           | TUBING/SHOP SUPPLIES           | 147.38   |                    |                        |              |
| 9/07/2012             | APBNK     | DUE: 9/07/2012 DISC: 9/07/2012 |          | 1099: N            |                        |              |
|                       |           | TUBING/SHOP SUPPLIES           |          | 101 4124-70100-000 | SUPPLIES               | 147.38       |
| === VENDOR TOTALS === |           |                                | 147.38   |                    |                        |              |
| 01-05718              |           | GOODPOINTE TECHNOLOGY, INC     |          |                    |                        |              |
| I-130129708           |           | ROAD PROJECTS                  | 1,045.00 |                    |                        |              |
| 9/07/2012             | APBNK     | DUE: 9/07/2012 DISC: 9/07/2012 |          | 1099: N            |                        |              |
|                       |           | ROAD PROJECTS                  |          | 419 4419-83010-000 | PAVEMENT MANAGEMENT    | 1,045.00     |
| === VENDOR TOTALS === |           |                                | 1,045.00 |                    |                        |              |

PACKET: 00733 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                    | .8        | HENN TECH COLLEGE              |           |                    |                          |              |
| I-6655                |           | CPAT CLASS                     | 161.36    |                    |                          |              |
| 9/07/2012             | APBNK     | DUE: 9/07/2012 DISC: 9/07/2012 |           | 1099: N            |                          |              |
|                       |           | CPAT CLASS                     |           | 101 4124-86020-000 | TRAINING                 | 161.36       |
| === VENDOR TOTALS === |           |                                | 161.36    |                    |                          |              |
| 01-07276              |           | HUGHES & COSTELLO              |           |                    |                          |              |
| I-201209073639        |           | LEGAL FEES SEPT                | 2,500.00  |                    |                          |              |
| 9/07/2012             | APBNK     | DUE: 9/07/2012 DISC: 9/07/2012 |           | 1099: N            |                          |              |
|                       |           | LEGAL FEES SEPT                |           | 101 4123-80200-000 | LEGAL FEES               | 2,500.00     |
| === VENDOR TOTALS === |           |                                | 2,500.00  |                    |                          |              |
| 01-05511              |           | LEAGUE OF MN CITIES            |           |                    |                          |              |
| I-201209073640        |           | ANNUAL MEMBERSHIP DUES         | 30.00     |                    |                          |              |
| 9/07/2012             | APBNK     | DUE: 9/07/2012 DISC: 9/07/2012 |           | 1099: N            |                          |              |
|                       |           | ANNUAL MEMBERSHIP DUES         |           | 101 4111-86100-000 | CONFERENCES/EDUCATION/TR | 30.00        |
| === VENDOR TOTALS === |           |                                | 30.00     |                    |                          |              |
| 01-05670              |           | METRO PRODUCTS INC             |           |                    |                          |              |
| I-87085               |           | SCREWS/WASHERS/TY WRAPS        | 117.19    |                    |                          |              |
| 9/07/2012             | APBNK     | DUE: 9/07/2012 DISC: 9/07/2012 |           | 1099: N            |                          |              |
|                       |           | SCREWS/WASHERS/TY WRAPS        |           | 101 4131-70110-000 | SUPPLIES                 | 117.19       |
| === VENDOR TOTALS === |           |                                | 117.19    |                    |                          |              |
| 01-05665              |           | METROPOLITAN COUNCIL           |           |                    |                          |              |
| 000997649             |           | SEPTEMBER WASTE WATER          | 32,518.75 |                    |                          |              |
| 9/07/2012             | APBNK     | DUE: 9/07/2012 DISC: 9/07/2012 |           | 1099: N            |                          |              |
|                       |           | SEPTEMBER WASTE WATER          |           | 601 4601-85060-000 | METRO SEWER CHARGES      | 32,518.75    |
| === VENDOR TOTALS === |           |                                | 32,518.75 |                    |                          |              |
| 01-07263              |           | NEXTEL COMMUNICATIONS, INC     |           |                    |                          |              |
| I-172868921-090       |           | FIRE CELL PHONES               | 89.31     |                    |                          |              |
| 9/07/2012             | APBNK     | DUE: 9/07/2012 DISC: 9/07/2012 |           | 1099: N            |                          |              |
|                       |           | FIRE CELL PHONES               |           | 101 4124-85015-000 | CELL PHONE               | 89.31        |
| === VENDOR TOTALS === |           |                                | 89.31     |                    |                          |              |

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| 01 09                 |           | NFPA INTERNATIONAL             |          |                    |                        |              |
| I-5596949Y            |           | FH OPEN HOUSE SUPPLIES         | 166.45   |                    |                        |              |
| 9/07/2012             | APBNK     | DUE: 9/07/2012 DISC: 9/07/2012 |          | 1099: N            |                        |              |
|                       |           | FH OPEN HOUSE SUPPLIES         |          | 101 4116-89010-000 | SPECIAL EVENTS         | 166.45       |
| === VENDOR TOTALS === |           |                                | 166.45   |                    |                        |              |
| 01-06185              |           | RAMSEY COUNTY                  |          |                    |                        |              |
| I-RISK-001532         |           | INSURANCE/ADMIN FEES           | 1,067.08 |                    |                        |              |
| 9/07/2012             | APBNK     | DUE: 9/07/2012 DISC: 9/07/2012 |          | 1099: N            |                        |              |
|                       |           | INSURANCE/ADMIN FEES           |          | 101 4112-89000-000 | MISCELLANEOUS          | 1,067.08     |
| === VENDOR TOTALS === |           |                                | 1,067.08 |                    |                        |              |
| 01-06249              |           | RELIAKOR SERVICES              |          |                    |                        |              |
| I-166022              |           | STREET SWEEPINGS               | 510.00   |                    |                        |              |
| 9/07/2012             | APBNK     | DUE: 9/07/2012 DISC: 9/07/2012 |          | 1099: N            |                        |              |
|                       |           | STREET SWEEPINGS               |          | 602 4602-84000-000 | STREET SWEEPINGS       | 510.00       |
| === VENDOR TOTALS === |           |                                | 510.00   |                    |                        |              |
| 01-06441              |           | SCOTT WEMYSS (PARTAGS)         |          |                    |                        |              |
| I-03-193              |           | NAMETAGS                       | 9.43     |                    |                        |              |
| 9/07/2012             | APBNK     | DUE: 9/07/2012 DISC: 9/07/2012 |          | 1099: N            |                        |              |
|                       |           | NAMETAGS                       |          | 101 4124-70100-000 | SUPPLIES               | 9.43         |
| === VENDOR TOTALS === |           |                                | 9.43     |                    |                        |              |
| 01-05870              |           | XCEL ENERGY                    |          |                    |                        |              |
| 6791604               |           | ELECTRIC BILL                  | 24.15    |                    |                        |              |
| 9/07/2012             | APBNK     | DUE: 9/07/2012 DISC: 9/07/2012 |          | 1099: N            |                        |              |
|                       |           | ELECTRIC BILL                  |          | 601 4601-85020-000 | ELECTRIC               | 24.15        |
| I-436804269           |           | GAS BILL                       | 25.72    |                    |                        |              |
| 9/07/2012             | APBNK     | DUE: 9/07/2012 DISC: 9/07/2012 |          | 1099: N            |                        |              |
|                       |           | GAS BILL                       |          | 101 4141-85030-000 | NATURAL GAS            | 25.72        |
| I-436808202           |           | ELECTRIC BILL                  | 46.98    |                    |                        |              |
| 9/07/2012             | APBNK     | DUE: 9/07/2012 DISC: 9/07/2012 |          | 1099: N            |                        |              |
|                       |           | ELECTRIC BILL                  |          | 209 4209-85020-000 | STREET LIGHTING POWER  | 46.98        |
| I-436808448           |           | ELECTRIC BILL                  | 9.89     |                    |                        |              |
| 9/07/2012             | APBNK     | DUE: 9/07/2012 DISC: 9/07/2012 |          | 1099: N            |                        |              |
|                       |           | ELECTRIC BILL                  |          | 209 4209-85020-000 | STREET LIGHTING POWER  | 9.89         |

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| 01           | 0         | XCEL ENERGY                    | ( ** CONTINUED ** ) |           |                    |                        |              |
| I-436817171  |           | ELECTRIC BILL                  |                     | 9.89      |                    |                        |              |
| 9/07/2012    | APBNK     | DUE: 9/07/2012 DISC: 9/07/2012 |                     |           | 1099: N            |                        |              |
|              |           | ELECTRIC BILL                  |                     |           | 209 4209-85020-000 | STREET LIGHTING POWER  | 9.89         |
| I-436964312  |           | ELECTRIC BILL                  |                     | 102.57    |                    |                        |              |
| 9/07/2012    | APBNK     | DUE: 9/07/2012 DISC: 9/07/2012 |                     |           | 1099: N            |                        |              |
|              |           | ELECTRIC BILL                  |                     |           | 209 4209-85020-000 | STREET LIGHTING POWER  | 102.57       |
| I-437013284  |           | ELECTRIC BILL                  |                     | 769.11    |                    |                        |              |
| 9/07/2012    | APBNK     | DUE: 9/07/2012 DISC: 9/07/2012 |                     |           | 1099: N            |                        |              |
|              |           | ELECTRIC BILL                  |                     |           | 101 4131-85020-000 | ELECTRIC               | 769.11       |
| I-437024334  |           | ELECTRIC BILL                  |                     | 306.88    |                    |                        |              |
| 9/07/2012    | APBNK     | DUE: 9/07/2012 DISC: 9/07/2012 |                     |           | 1099: N            |                        |              |
|              |           | ELECTRIC BILL                  |                     |           | 101 4141-85020-000 | ELECTRIC/GAS           | 306.88       |
| I-437160645  |           | ELECTRIC BILL                  |                     | 44.91     |                    |                        |              |
| 9/07/2012    | APBNK     | DUE: 9/07/2012 DISC: 9/07/2012 |                     |           | 1099: N            |                        |              |
|              |           | ELECTRIC BILL                  |                     |           | 101 4141-85020-000 | ELECTRIC/GAS           | 44.91        |
| I-437188877  |           | ELECTRIC BILL                  |                     | 9.89      |                    |                        |              |
| 9/07/2012    | APBNK     | DUE: 9/07/2012 DISC: 9/07/2012 |                     |           | 1099: N            |                        |              |
|              |           | ELECTRIC BILL                  |                     |           | 209 4209-85020-000 | STREET LIGHTING POWER  | 9.89         |
| I-437352176  |           | ELECTRIC BILL                  |                     | 140.03    |                    |                        |              |
| 9/07/2012    | APBNK     | DUE: 9/07/2012 DISC: 9/07/2012 |                     |           | 1099: N            |                        |              |
|              |           | ELECTRIC BILL                  |                     |           | 209 4209-85020-000 | STREET LIGHTING POWER  | 140.03       |
| I-536805894  |           | ELECTRIC BILL                  |                     | 44.55     |                    |                        |              |
| 9/07/2012    | APBNK     | DUE: 9/07/2012 DISC: 9/07/2012 |                     |           | 1099: N            |                        |              |
|              |           | ELECTRIC BILL                  |                     |           | 209 4209-85020-000 | STREET LIGHTING POWER  | 44.55        |
|              |           | === VENDOR TOTALS ===          |                     | 1,534.57  |                    |                        |              |
|              |           | === PACKET TOTALS ===          |                     | 41,912.89 |                    |                        |              |

PACKET: 00737 PAYABLES SEPT 18

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 |
| =====          |                         |                                |          |                    |                        |              |
| 01-00250       | AMERIPRIDE SERVICES     |                                |          |                    |                        |              |
| I-1002239065   |                         | LINEN SERVICES                 | 41.08    |                    |                        |              |
| 9/17/2012      | APBNK                   | DUE: 9/17/2012 DISC: 9/17/2012 |          | 1099: N            |                        |              |
|                |                         | LINEN SERVICES                 |          | 101 4124-82011-000 | LINEN CLEANING         | 41.08        |
|                |                         | === VENDOR TOTALS ===          | 41.08    |                    |                        |              |
| =====          |                         |                                |          |                    |                        |              |
| 01-00900       | BEISSWENGER'S           |                                |          |                    |                        |              |
| I-216602       |                         | 2 WEED TRIMMERS                | 799.24   |                    |                        |              |
| 9/17/2012      | APBNK                   | DUE: 9/17/2012 DISC: 9/17/2012 |          | 1099: N            |                        |              |
|                |                         | 2 WEED TRIMMERS                |          | 424 4424-91000-000 | MACHINERY & EQUIPMENT  | 799.24       |
|                |                         | === VENDOR TOTALS ===          | 799.24   |                    |                        |              |
| =====          |                         |                                |          |                    |                        |              |
| 01-03001       | CAMPBELL KNOTSON        |                                |          |                    |                        |              |
| I-201209173646 |                         | AUG/12 LEGAL SVCS              | 940.50   |                    |                        |              |
| 9/17/2012      | APBNK                   | DUE: 9/17/2012 DISC: 9/17/2012 |          | 1099: N            |                        |              |
|                |                         | AUG/12 LEGAL SVCS              |          | 101 4114-80200-000 | LEGAL FEES             | 940.50       |
|                |                         | === VENDOR TOTALS ===          | 940.50   |                    |                        |              |
| =====          |                         |                                |          |                    |                        |              |
| 01-03110       | CENTURY LINK            |                                |          |                    |                        |              |
| I-201209173647 |                         | LANDLINE TELEPHONES            | 173.16   |                    |                        |              |
| 9/17/2012      | APBNK                   | DUE: 9/17/2012 DISC: 9/17/2012 |          | 1099: N            |                        |              |
|                |                         | LIFT STATION AUTO DIALER       |          | 601 4601-85011-000 | TELEPHONE - LANDLINE   | 59.24        |
|                |                         | LANDLINE CURTISS PARK          |          | 101 4141-85011-000 | TELEPHONE - LANDLINE   | 54.90        |
|                |                         | LANDLINE COMMUNITY PARK        |          | 101 4141-85011-000 | TELEPHONE - LANDLINE   | 59.02        |
|                |                         | === VENDOR TOTALS ===          | 173.16   |                    |                        |              |
| =====          |                         |                                |          |                    |                        |              |
| 01-03123       | CINTAS CORPORATION #470 |                                |          |                    |                        |              |
| I-470117734    |                         | SHOP TOWELS/TIOLET TISSUE      | 192.43   |                    |                        |              |
| 9/17/2012      | APBNK                   | MANUAL CK# 079705 9/10/2012    |          | 1099: N            |                        |              |
|                |                         | SHOP TOWELS/TIOLET TISSUE      |          | 101 4131-70110-000 | SUPPLIES               | 192.43       |
| I-470848484    |                         | SHOP TOWELS AND TOILET TISSUE  | 104.59   |                    |                        |              |
| 9/17/2012      | APBNK                   | MANUAL CK# 079705 9/10/2012    |          | 1099: N            |                        |              |
|                |                         | SHOP TOWELS AND TOILET TISSUE  |          | 101 4141-70100-000 | SUPPLIES               | 104.59       |
| I-4780124132   |                         | SHOP TOWELS & TOILET TISSUE    | 144.76   |                    |                        |              |
| 9/17/2012      | APBNK                   | MANUAL CK# 079705 9/10/2012    |          | 1099: N            |                        |              |
|                |                         | SHOP TOWELS & TOILET TISSUE    |          | 101 4141-70100-000 | SUPPLIES               | 144.76       |
|                |                         | === VENDOR TOTALS ===          | 441.78   |                    |                        |              |



PACKET: 00737 PAYABLES SEPT 18

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 |
| =====          |           |                                |           |                    |                          |              |
| 01-03117       |           | CITY OF LITTLE CANADA          |           |                    |                          |              |
| -----          |           |                                |           |                    |                          |              |
| I-201209173644 |           | MAY TO AUG BLDG INSPECTION FE  | 19,095.99 |                    |                          |              |
| 9/17/2012      | APBNK     | DUE: 9/17/2012 DISC: 9/17/2012 |           | 1099: N            |                          |              |
|                |           | MAY TO AUG BLDG INSPECTION FEE |           | 101 4117-81210-000 | BUILDING INSPECTORS      | 17,609.99    |
|                |           | MAY TO AUG MECHANICAL FEES     |           | 101 4117-81220-000 | MECHANICAL INSPECTORS    | 1,486.00     |
|                |           | === VENDOR TOTALS ===          | 19,095.99 |                    |                          |              |
| =====          |           |                                |           |                    |                          |              |
| 01-03122       |           | CITY OF ST PAUL                |           |                    |                          |              |
| -----          |           |                                |           |                    |                          |              |
| I-124052       |           | ASPHALT PATCH                  | 225.62    |                    |                          |              |
| 9/17/2012      | APBNK     | DUE: 9/17/2012 DISC: 9/17/2012 |           | 1099: N            |                          |              |
|                |           | ASPHALT PATCH                  |           | 101 4132-75000-000 | BITUMINOUS PATCHING      | 225.62       |
|                |           | === VENDOR TOTALS ===          | 225.62    |                    |                          |              |
| =====          |           |                                |           |                    |                          |              |
| 01-04000       |           | EHLERS AND ASSOCIATES          |           |                    |                          |              |
| -----          |           |                                |           |                    |                          |              |
| I-345222       |           | BOND SCHEDULES & WORKSHOP      | 390.00    |                    |                          |              |
| 9/17/2012      | APBNK     | DUE: 9/17/2012 DISC: 9/17/2012 |           | 1099: N            |                          |              |
|                |           | BOND SCHEDULES & WORKSHOP      |           | 419 4419-81900-000 | OTHER PROFESSIONAL SVC   | 390.00       |
| -----          |           |                                |           |                    |                          |              |
| I-345223       |           | COUNTY TIF FILING/REPORTING    | 97.50     |                    |                          |              |
| 9/17/2012      | APBNK     | DUE: 9/17/2012 DISC: 9/17/2012 |           | 1099: N            |                          |              |
|                |           | COUNTY TIF FILING/REPORTING    |           | 412 4412-81900-000 | OTHER PROFESSIONAL SERVI | 97.50        |
|                |           | === VENDOR TOTALS ===          | 487.50    |                    |                          |              |
| =====          |           |                                |           |                    |                          |              |
| 01-05121       |           | GFOA                           |           |                    |                          |              |
| -----          |           |                                |           |                    |                          |              |
| I-201209183651 |           | ANNUAL GAAP UPDATE             | 135.00    |                    |                          |              |
| 9/18/2012      | APBNK     | DUE: 9/18/2012 DISC: 9/18/2012 |           | 1099: N            |                          |              |
|                |           | ANNUAL GAAP UPDATE             |           | 101 4113-86100-000 | CONFERENCES/EDUCATION/AS | 135.00       |
|                |           | === VENDOR TOTALS ===          | 135.00    |                    |                          |              |
| =====          |           |                                |           |                    |                          |              |
| 01-05166       |           | GRAINGER, W. W., INC.          |           |                    |                          |              |
| -----          |           |                                |           |                    |                          |              |
| I-9920730273   |           | SWITCH FOR BENCH GRINDER       | 14.60     |                    |                          |              |
| 9/17/2012      | APBNK     | DUE: 9/17/2012 DISC: 9/17/2012 |           | 1099: N            |                          |              |
|                |           | SWITCH FOR BENCH GRINDER       |           | 101 4131-70110-000 | SUPPLIES                 | 14.60        |
|                |           | === VENDOR TOTALS ===          | 14.60     |                    |                          |              |

PACKET: 00737 PAYABLES SEPT 18

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 |
| =====          |                                |                                |          |                    |                          |              |
| 01-05536       | LINN BUILDING MAINTENANCE      |                                |          |                    |                          |              |
| I-22350        |                                | SEPT CLEANING                  | 180.62   |                    |                          |              |
| 9/17/2012      | APBNK                          | DUE: 9/17/2012 DISC: 9/17/2012 |          | 1099: N            |                          |              |
|                |                                | SEPT CLEANING                  |          | 101 4131-87010-000 | CITY HALL MAINTENANCE    | 180.62       |
|                |                                | === VENDOR TOTALS ===          | 180.62   |                    |                          |              |
| =====          |                                |                                |          |                    |                          |              |
| 01-05582       | MENARDS                        |                                |          |                    |                          |              |
| I-201209173642 |                                | BOLTS/OAK/CORK/OIL DRY/LIGHTS  | 111.07   |                    |                          |              |
| 9/17/2012      | APBNK                          | MANUAL CK# 079721 9/17/2012    |          | 1099: N            |                          |              |
|                |                                | BOLTS FOR CITY SIGNS           |          | 101 4132-75100-000 | STREET SIGNS             | 12.01        |
|                |                                | OAK, CORK, PLYWOOD             |          | 101 4131-70110-000 | SUPPLIES                 | 60.47        |
|                |                                | BATHROOM LIGHTS COMM PARK      |          | 101 4141-70100-000 | SUPPLIES                 | 21.50        |
|                |                                | OIL DRY FOR FLOOR              |          | 101 4124-70100-000 | SUPPLIES                 | 17.09        |
|                |                                | === VENDOR TOTALS ===          | 111.07   |                    |                          |              |
| =====          |                                |                                |          |                    |                          |              |
| 01-05585       | METROPOLITAN AREA MANAGEMENT A |                                |          |                    |                          |              |
| I-10044        |                                | MEETING JUNE 14 BART           | 20.00    |                    |                          |              |
| 9/17/2012      | APBNK                          | DUE: 9/17/2012 DISC: 9/17/2012 |          | 1099: N            |                          |              |
|                |                                | MEETING JUNE 14 BART           |          | 101 4112-86100-000 | CONFERENCES/EDUCATION/AS | 20.00        |
| I-1027         |                                | MEETING AUG 9 BART             | 20.00    |                    |                          |              |
| 9/17/2012      | APBNK                          | DUE: 9/17/2012 DISC: 9/17/2012 |          | 1099: N            |                          |              |
|                |                                | MEETING AUG 9 BART             |          | 101 4112-86100-000 | CONFERENCES/EDUCATION/AS | 20.00        |
| I-1038         |                                | MEETING AUG 9 MICHELLE         | 20.00    |                    |                          |              |
| 9/17/2012      | APBNK                          | DUE: 9/17/2012 DISC: 9/17/2012 |          | 1099: N            |                          |              |
|                |                                | MEETING AUG 9 MICHELLE         |          | 101 4112-86100-000 | CONFERENCES/EDUCATION/AS | 20.00        |
| I-1048         |                                | SEPT 13TH MEETING BART         | 20.00    |                    |                          |              |
| 9/17/2012      | APBNK                          | DUE: 9/17/2012 DISC: 9/17/2012 |          | 1099: N            |                          |              |
|                |                                | SEPT 13TH MEETING BART         |          | 101 4112-86100-000 | CONFERENCES/EDUCATION/AS | 20.00        |
| I-1069         |                                | SEPT 13TH MEETING: MICHELLE    | 20.00    |                    |                          |              |
| 9/17/2012      | APBNK                          | DUE: 9/17/2012 DISC: 9/17/2012 |          | 1099: N            |                          |              |
|                |                                | SEPT 13TH MEETING: MICHELLE    |          | 101 4112-86100-000 | CONFERENCES/EDUCATION/AS | 20.00        |
|                |                                | === VENDOR TOTALS ===          | 100.00   |                    |                          |              |

PACKET: 00737 PAYABLES SEPT 18

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 |
| =====          |                               |                                |          |                    |                          |              |
| 01-05273       | MN PUBLIC EMPLOYEES INSURANCE |                                |          |                    |                          |              |
| I-201209173643 |                               | OCT HEALTH INSURANCE           | 8,195.72 |                    |                          |              |
| 9/17/2012      | APBNK                         | DUE: 9/17/2012 DISC: 9/17/2012 |          | 1099: N            |                          |              |
|                |                               | OCT HEALTH INSURANCE           |          | 101 4112-89000-000 | MISCELLANEOUS            | 8,195.72     |
|                |                               | === VENDOR TOTALS ===          | 8,195.72 |                    |                          |              |
| =====          |                               |                                |          |                    |                          |              |
| 01-05671       | MN SOCIETY OF CPA'S           |                                |          |                    |                          |              |
| I-201209173649 |                               | AUDITS OF LOCAL GOVTS          | 309.00   |                    |                          |              |
| 9/17/2012      | APBNK                         | DUE: 9/17/2012 DISC: 9/17/2012 |          | 1099: N            |                          |              |
|                |                               | AUDITS OF LOCAL GOVTS          |          | 101 4113-86100-000 | CONFERENCES/EDUCATION/AS | 309.00       |
|                |                               | === VENDOR TOTALS ===          | 309.00   |                    |                          |              |
| =====          |                               |                                |          |                    |                          |              |
| 01-06065       | OXYGEN SERVICE COMPANY        |                                |          |                    |                          |              |
| I-3203909      |                               | AIR AND OXYGEN                 | 71.73    |                    |                          |              |
| 9/17/2012      | APBNK                         | DUE: 9/17/2012 DISC: 9/17/2012 |          | 1099: N            |                          |              |
|                |                               | AIR AND OXYGEN                 |          | 101 4124-70100-000 | SUPPLIES                 | 71.73        |
| I-7615247      |                               | AIR AND OXYGEN                 | 89.54    |                    |                          |              |
| 9/17/2012      | APBNK                         | DUE: 9/17/2012 DISC: 9/17/2012 |          | 1099: N            |                          |              |
|                |                               | AIR AND OXYGEN                 |          | 101 4124-70100-000 | SUPPLIES                 | 89.54        |
|                |                               | === VENDOR TOTALS ===          | 161.27   |                    |                          |              |
| =====          |                               |                                |          |                    |                          |              |
| 01-06185       | RAMSEY COUNTY                 |                                |          |                    |                          |              |
| I-PRRLG 990    |                               | 2011 TIF ADMIN CHARGES BY CTY  | 2,098.08 |                    |                          |              |
| 9/17/2012      | APBNK                         | DUE: 9/17/2012 DISC: 9/17/2012 |          | 1099: N            |                          |              |
|                |                               | 2011 TIF ADMIN CHARGES BY CTY  |          | 412 4412-81900-000 | OTHER PROFESSIONAL SERVI | 1,649.78     |
|                |                               | 2011 TIF ADMIN CHARGES BY CTY  |          | 414 4414-81900-000 | OTHER PROFESSIONAL SERVI | 448.30       |
|                |                               | === VENDOR TOTALS ===          | 2,098.08 |                    |                          |              |
| =====          |                               |                                |          |                    |                          |              |
| 01-06301       | SAMS CLUB DISCOVER CARD       |                                |          |                    |                          |              |
| I-82995        |                               | SVC SPRING PW DOOR             | 402.70   |                    |                          |              |
| 9/17/2012      | APBNK                         | MANUAL CK# 079706 9/12/2012    |          | 1099: N            |                          |              |
|                |                               | SVC SPRING PW DOOR             |          | 101 4131-87010-000 | CITY HALL MAINTENANCE    | 402.70       |
|                |                               | === VENDOR TOTALS ===          | 402.70   |                    |                          |              |

PACKET: 00737 PAYABLES SEPT 18

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 07128 ST CROIX TREE SERVICE

|                       |       |                                |          |                    |               |          |
|-----------------------|-------|--------------------------------|----------|--------------------|---------------|----------|
| 1-75776               |       | TREE TRIMMING                  | 1,245.09 |                    |               |          |
| 9/17/2012             | APBNK | DUE: 9/17/2012 DISC: 9/17/2012 |          | 1099: N            |               |          |
|                       |       | TREE TRIMMING                  |          | 419 4419-84000-000 | TREE TRIMMING | 1,245.09 |
| === VENDOR TOTALS === |       |                                | 1,245.09 |                    |               |          |

01 07282 SURPLUS SERVICES

|                       |       |                                |       |                    |          |       |
|-----------------------|-------|--------------------------------|-------|--------------------|----------|-------|
| 1-201209173648        |       | OFFICE CHAIR                   | 10.00 |                    |          |       |
| 9/17/2012             | APBNK | DUE: 9/17/2012 DISC: 9/17/2012 |       | 1099: N            |          |       |
|                       |       | OFFICE CHAIR                   |       | 101 4112-70100-000 | SUPPLIES | 10.00 |
| === VENDOR TOTALS === |       |                                | 10.00 |                    |          |       |

01 00578 US BANCORP

|                       |       |                                |        |                    |                          |        |
|-----------------------|-------|--------------------------------|--------|--------------------|--------------------------|--------|
| 1-201209173645        |       | ICMA AIR FAIRE/GARAGE SALE AD  | 358.80 |                    |                          |        |
| 9/17/2012             | APBNK | DUE: 9/17/2012 DISC: 9/17/2012 |        | 1099: N            |                          |        |
|                       |       | ICMA CONF AIR FAIRE            |        | 101 4112-86100-000 | CONFERENCES/EDUCATION/AS | 279.60 |
|                       |       | GARAGE SALE AD FOR CITY        |        | 101 4116-89010-000 | SPECIAL EVENTS           | 31.00  |
|                       |       | BONDING WORKSHOP FOOD          |        | 101 4111-70100-000 | SUPPLIES                 | 48.20  |
| === VENDOR TOTALS === |       |                                | 358.80 |                    |                          |        |

01-05870 XCEL ENERGY

|                       |       |                                |          |                    |                       |          |
|-----------------------|-------|--------------------------------|----------|--------------------|-----------------------|----------|
| 1-201209173650        |       | ELECTRICITY                    | 2,126.41 |                    |                       |          |
| 9/17/2012             | APBNK | DUE: 9/17/2012 DISC: 9/17/2012 |          | 1099: N            |                       |          |
|                       |       | ELECTRICITY                    |          | 101 4141-85020-000 | ELECTRIC/GAS          | 10.26    |
|                       |       | ELECTRICITY                    |          | 209 4209-85020-000 | STREET LIGHTING POWER | 9.89     |
|                       |       | ELECTRICITY                    |          | 209 4209-85020-000 | STREET LIGHTING POWER | 2,106.26 |
| === VENDOR TOTALS === |       |                                | 2,126.41 |                    |                       |          |

=== PACKET TOTALS === 37,653.23

|                      |         |
|----------------------|---------|
| federal withholdings | 5100.34 |
| state withholdings   | 884.87  |
| PERA                 | 2705.94 |
| ICMA                 | 1025.00 |

47,369.38



September Statement for activity from Aug. 10, 2012 through Sep. 11, 2012 Inquiries: 1-866-485-4544  
 CITY OF FALCON HEIGHT (CPN 001055690) BUS 78 06 Page 1 of 2

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

| Activity Summary            |               |
|-----------------------------|---------------|
| Previous Balance .....      | \$749.52      |
| Payments .....              | \$749.52CR    |
| Other Credits .....         | \$0.00        |
| Purchases .....             | \$358.80      |
| 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 .....           | \$358.80      |
| Credit Line .....           | \$10,000.00   |
| Available Credit .....      | \$9,641.20    |
| Statement Close Date .....  | Sep. 11, 2012 |
| Days in Billing Cycle ..... | 33            |

**Payment Information**

New Balance ..... \$358.80  
 Minimum Payment Due (Current Month) \$10.00  
 Minimum Payment Due (Past Due) \$0.00  
 Total New Minimum Payment Due \$10.00  
 Payment Due Date ..... Oct. 06, 2012

**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 \$358.80 by 10/06/12. Any cash balance or balance transfer balance will continue to accrue daily interest until the date your payment is received.

**Transactions FISCHER,BART J**

Credit Limit \$10000

| Post Date | Trans Date | Ref. Nbr | Description of Transaction                  | Amount   | Notation |
|-----------|------------|----------|---|----------|----------|
| 08/10     | 08/08      | 4893     | Purchases and Other Debits                  |          |          |
|           |            |          | SOUTHWEST5262460296010 DALLAS TX .....      | \$279.60 | ICMA     |
|           |            |          | FISCHER/BART J 10/07/12                     |          |          |
|           |            |          | MINN ST PAUL TO PHOENIX ARIZ                |          |          |
|           |            |          | PHOENIX ARIZ TO MINN ST PAUL                |          |          |
|           |            |          | PIZZA HUT #02248226310 FALCON HGTS MN ..... | \$24.10  |          |
|           |            |          | PIZZA HUT #02248226310 FALCON HGTS MN ..... | \$24.10  |          |
|           |            |          | PIONEER PRESS ADVERTIS 651-2285044 MN ..... | \$31.00  |          |

Wksly Fee  
 Librery Fee  
 GEORGE  
 AD

1507

| EMP NO | EMPLOYEE NAME          | TYPE | CHECK DATE | CHECK AMOUNT | CHECK NO. |
|--------|------------------------|------|------------|--------------|-----------|
| 1138   | STANCZYK, JACOB        | R    | 9/13/2012  | 222.31       | 079707    |
| 0034   | KURHAJETZ, CLEMENT     | R    | 9/13/2012  | 394.45       | 079708    |
| 0040   | ANDERSON, KEVIN        | R    | 9/13/2012  | 189.84       | 079709    |
| 0097   | GAFFNEY, PATRICK       | R    | 9/13/2012  | 125.67       | 079710    |
| 0104   | VANN, VINCENT A        | R    | 9/13/2012  | 103.79       | 079711    |
| 0119   | WICK, JEFFREY M        | R    | 9/13/2012  | 82.72        | 079712    |
| 0123   | SULLIVAN, BRYAN R      | R    | 9/13/2012  | 200.99       | 079713    |
| 0125   | MILLER, RACHEL L       | R    | 9/13/2012  | 186.23       | 079714    |
| 0126   | SMITH, BENJAMIN J      | R    | 9/13/2012  | 50.50        | 079715    |
| 0127   | FONTRIELLI, MITCHELL E | R    | 9/13/2012  | 190.73       | 079716    |
| 0128   | ROSENBERG, NICHOLAS M  | R    | 9/13/2012  | 82.72        | 079717    |
| 1172   | ARCAND, MICHAEL W      | R    | 9/13/2012  | 394.45       | 079718    |
| 1032   | PITTMAN, JOSHUA D      | R    | 9/13/2012  | 202.36       | 079719    |
| 1036   | IVERSON, ERIC K        | R    | 9/13/2012  | 586.53       | 079720    |

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

PAY PERIOD ENDING 9/13/2012  
DIRECT DEPOSIT EFFECTIVE DATE 9/13/2012

| EMP #   | NAME                    | AMOUNT   |
|---------|-------------------------|----------|
| 0 004   | BART J FISCHER          | 2,408.86 |
| 01-1010 | MICHELLE C TESSER       | 1,471.15 |
| 01-1013 | CHERYL Y PELLEGRIN      | 184.40   |
| 01-1136 | ROLAND O OLSON          | 1,891.72 |
| 01-1038 | DEBORAH K JONES         | 1,674.53 |
| 01-0085 | DANIEL S JOHNSON-POWERS | 151.53   |
| 01-0086 | RICHARD H HINRICHS      | 228.79   |
| 01-0087 | MICHAEL A MCKAY         | 124.48   |
| 01-0095 | MICHAEL J POESCHL       | 389.72   |
| 01-0101 | DALE E HUFF             | 103.99   |
| 01-0105 | ANTON M FEHRENBACH      | 91.00    |
| 01-0106 | SCOTT A TESCH           | 16.10    |
| 01-0124 | MICHAEL D KRUSE         | 205.22   |
| 01-1030 | TIMOTHY J PITTMAN       | 1,776.15 |
| 01-1033 | DAVE TRETSVEN           | 1,477.37 |
| 01-1143 | COLIN B CALLAHAN        | 1,066.27 |

TOTAL PRINTED: 16 13,261.28

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

|                                |    |           |
|--------------------------------|----|-----------|
| REGULAR CHECKS:                | 14 | 3,013.31  |
| DIRECT DEPOSIT REGULAR CHECKS: | 16 | 13,261.28 |
| MANUAL CHECKS:                 |    |           |
| PRINTED MANUAL CHECKS:         |    |           |
| DIRECT DEPOSIT MANUAL CHECKS:  |    |           |
| VOIDED CHECKS:                 |    |           |
| NON CHECKS:                    |    |           |
| TOTAL CHECKS:                  | 30 | 16,274.59 |



***The City That Soars!***

## REQUEST FOR COUNCIL ACTION

|                     |  |
|---------------------|--|
| <b>Meeting Date</b> | September 26, 2012                                   |
| <b>Agenda Item</b>  | Consent F2   |
| <b>Attachment</b>   | N/A  |
| <b>Submitted By</b> | Michelle Tesser, Assistant to the City Administrator |

|                            |  |
|----------------------------|--|
| <b>Item</b>                | Approval of City Licenses  |
| <b>Description</b>         | <p>The following individuals have applied for a <u>Mechanical License</u> for 2012. Staff has received the necessary documents for licensure.</p> <ol style="list-style-type: none"> <li>1. North Suburban Plumbing, Inc.</li> <li>2. Total Comfort</li> </ol> |
| <b>Budget Impact</b>       |  |
| <b>Attachment(s)</b>       | N/A  |
| <b>Action(s) Requested</b> | Staff recommends that the Falcon Heights City Council approve the 2012 City License Applications.  |



*The City That Soars!*

## REQUEST FOR COUNCIL ACTION

|                     |                         |
|---------------------|-------------------------|
| <b>Meeting Date</b> | September 26, 2012      |
| <b>Agenda Item</b>  | Consent F3              |
| <b>Attachment</b>   | Revised Ordinance 12-08 |
| <b>Submitted By</b> | John Ohl, Police Chief  |

|                            |   |
|----------------------------|---|
| <b>Item</b>                | Approval of Revised Background Check Ordinance  |
| <b>Description</b>         | New language required by the Bureau of Criminal Apprehension which, if adopted, will allow St. Anthony Police Department to conduct computerized criminal history checks on prospective city employees and for certain business licenses. |
| <b>Budget Impact</b>       | None.   |
| <b>Attachment(s)</b>       | Revised Background Checks Ordinance 12-08   |
| <b>Action(s) Requested</b> | Staff recommends that the Falcon Heights City Council approve the revised background checks ordinance.  |



**ORDINANCE NO. 12-08**

**CITY OF FALCON HEIGHTS  
RAMSEY COUNTY, MINNESOTA**

**AN ORDINANCE AMENDING CHAPTER VII Sec 2-140  
OF CITY CODE ORDINANCE CRIMINAL HISTORY BACKGROUND**

THE CITY COUNCIL OF FALCON HEIGHTS ORDAINS:

**SECTION 1.** Sec. 2-140 Purpose; procedures (1-4) of the Falcon Heights City Code is deleted

**SECTION 2.** Sec 2-140 of the Falcon Heights City Code is amended to provide as follows:

**ARTICLE VII. BACKGROUND CHECKS  
SEC. 2-140 APPLICANTS FOR CITY EMPLOYMENT**

**PURPOSE:** The purpose and intent of this section is to establish regulations that will allow law enforcement access to Minnesota's Computerized Criminal History information for specified non-criminal purposes of city employment background checks.

**CRIMINAL HISTORY EMPLOYMENT BACKGROUND**

**INVESTIGATIONS:** The St. Anthony Police Department is hereby required, as the exclusive entity within the City, to do a criminal history background investigation on the applicants of all regular part-time or full-time employees of the City of Falcon Heights and other positions that work with children, vulnerable adults or require a valid driver's license as an essential qualification of the position. The city's hiring authority may conclude that a background investigation is not needed.

In addition to St. Anthony Police Department, the city is also required to access criminal data by using the services provided by the Bureau of Criminal Apprehension and paying the associated fee for positions that work with children under the Child Protection Background Check Act (Minn. Stat. 299C. 61 & 62).

In conducting the criminal history background investigation in order to screen employment applicants, the Police Department is authorized to access data maintained in the Minnesota Bureau of Criminal Apprehensions Computerized Criminal History information system in accordance with BCA policy. Any data that is accessed and acquired shall be maintained at the Police Department under the care and custody of the chief law enforcement official or his or her designee. A summary of the results of the Computerized Criminal History data

may be released by the Police Department to the hiring authority, including the City Council, the City Administrator or other city staff involved in the hiring process.

Before the investigation is undertaken, the applicant must authorize the Police Department by written consent to undertake the investigation. The written consent must fully comply with the provisions of Minn. Stat. Chap. 13 regarding the collection, maintenance and use of the information. Except for the positions set forth in Minnesota Statutes Section 364.09, the city will not reject an applicant for employment on the basis of the applicant's prior conviction unless the crime is directly related to the position of employment sought and the conviction is for a felony, gross misdemeanor, or misdemeanor with a jail sentence. If the City rejects the applicant's request on this basis, the City shall notify the applicant in writing of the following:

- A. The grounds and reasons for the denial.
- B. The applicant complaint and grievance procedure set forth in Minnesota Statutes Section 364.06.
- C. The earliest date the applicant may reapply for employment.
- D. That all competent evidence of rehabilitation will be considered upon reapplication.

**SECTION 3.** That the Falcon Heights City code shall be amended by adding a new Sec. 2-141 as follows:

ARTICLE VII. BACKGROUND CHECKS  
SEC. 2-141 LICENSE BACKGROUND INVESTIGATIONS

THE CITY COUNCIL OF FALCON HEIGHTS ORDAINS:

**SECTION 1.** Sec. 2-141 License Background Checks of the Falcon Heights City Code be added as follows:

APPLICANTS FOR CITY LICENSES

**PURPOSE:** The purpose and intent of this section is to establish regulations that will allow law enforcement access to Minnesota's Computerized Criminal History information for specified non-criminal purposes of licensing background checks.

**CRIMINAL HISTORY LICENSE BACKGROUND INVESTIGATIONS:** The St. Anthony Police Department is hereby required, as the exclusive

entity within the City, to do a criminal history background investigation on the applicants for the following licenses within the city:

City Licenses:

- Peddler, Solicitor and Transient Merchant
- Massage Therapist
- Owners of Liquor Establishments

In conducting the criminal history background investigation in order to screen license applicants, the Police Department is authorized to access data maintained in the Minnesota Bureau of Criminal Apprehensions Computerized Criminal History information system in accordance with BCA policy. Any data that is accessed and acquired shall be maintained at the Police Department under the care and custody of the chief law enforcement official or his or her designee. A summary of the results of the Computerized Criminal History data may be released by the Police Department to the licensing authority, including the City Council, the City Administrator or other city staff involved in the license approval process.

Before the investigation is undertaken, the applicant must authorize the Police Department by written consent to undertake the investigation. The written consent must fully comply with the provisions of Minn. Stat. Chap. 13 regarding the collection, maintenance and use of the information. Except for the positions set forth in Minnesota Statutes Section 364.09, the city will not reject an applicant for a license on the basis of the applicant's prior conviction unless the crime is directly related to the license sought and the conviction is for a felony, gross misdemeanor, or misdemeanor with a jail sentence. If the City rejects the applicant's request on this basis, the City shall notify the applicant in writing of the following:

- A. The grounds and reasons for the denial.
- B. The applicant complaint and grievance procedure set forth in Minnesota Statutes Section 364.06.
- C. The earliest date the applicant may reapply for the license.
- D. That all competent evidence of rehabilitation will be considered upon reapplication.

**SECTION 2.** Effective Date. This ordinance shall take effect from and after its passage.

ADOPTED this \_\_\_\_\_ day of September, 2012, by the City Council of Falcon Heights, Minnesota.

CITY OF FALCON HEIGHTS

BY: \_\_\_\_\_  
Peter Lindstrom, Mayor

ATTEST:

\_\_\_\_\_  
Bart Fischer, City Administrator/Clerk



*The City That Soars!*

## REQUEST FOR COUNCIL ACTION

|                     |  |
|---------------------|--|
| <b>Meeting Date</b> | September 26, 2012                     |
| <b>Agenda Item</b>  | Policy 1-Addition to Agenda            |
| <b>Attachment</b>   | Lease Agreement with Croix Oil Company |
| <b>Submitted By</b> | Bart Fischer                           |

|                            |  |
|----------------------------|--|
| <b>Item</b>                | Approval of the Lease Agreement with Croix Oil Company.  |
| <b>Description</b>         | <p>For the most part, the property that the BP station in Falcon Heights conducts business on is owned by Croix Oil Company. However, a small portion of property that the BP station's sign and landscaping are on, is owned by the City of Falcon Heights. Presently, the City has a 20 year lease agreement with Croix Oil for that property. This lease is set to expire in October.</p> <p>Over the past several weeks, City Staff have been working with representatives of Croix Oil to come up with a new 20 year lease. It is Staff's opinion that this lease is acceptable to both parties. The proposed lease is attached for review.</p> <p>It is the recommendation of Administrative, Legal and Finance Staff that the attached lease be adopted and signed.</p> |
| <b>Budget Impact</b>       | A small increase in lease payments to the City over the 20 year period.  |
| <b>Attachment(s)</b>       | Lease Agreement with Croix Oil Company.  |
| <b>Action(s) Requested</b> | Staff recommends that the Falcon Heights City Council approve the Lease Agreement with Croix Oil Company and authorize the Mayor and City Administrator to execute any documents related to this Lease Agreement with Croix Oil Company.   |

## LEASE

THIS LEASE is entered into effective as of \_\_\_\_\_, 2012, by **CITY OF FALCON HEIGHTS**, a Minnesota municipal corporation, with an address at 2077 Larpenteur Avenue West, Falcon Heights, MN 55113, ("Lessor") and **CROIX OIL COMPANY**, a Minnesota corporation, with an address at 1749 South Greeley Street, Post Office Box 15, Stillwater, MN 55082 ("Lessee").

1. Lease of Premises. Lessor shall lease to Lessee and Lessee shall rent from Lessor the Premises consisting of vacant land, as legally described on Exhibit A and diagrammed in Exhibit B, attached hereto and incorporated herein. Together with all buildings, improvements, equipment, fixtures, appliances and other facilities of every nature owned or controlled by Lessor and located or to be erected or installed by Lessor or Lessee thereon; and all rights, alleys, rights of way, and easements ("Premises").

2. Term of Lease. This Lease shall be for a term of twenty (20) years which shall commence on October 1, 2012 and terminate on September 30, 2032, unless sooner terminated in accordance with the terms of this Lease. In the event that, for any reason whatsoever, the gasoline service station located on the property immediately to the west and adjacent to the Premises discontinues business, then this Lease is terminable at the option of either party, by giving thirty (30) days advance written notice to the other party, and Lessee shall be relieved of all liability hereunder.

3. Base Rent. Lessee shall pay Base Rent in the amount of One Thousand, Seven Hundred Sixteen and 27/100 Dollars (\$1,716.27) for the first year of this Lease. The rent shall be paid annually in advance on or before the 1st day of October of each year. Rent shall be paid and increased according to and as presented in EXHIBIT C of this lease agreement. Rent shall be made payable to the City of Falcon Heights and delivered to Lessor personally or by mail at 2077 West Larpenteur Avenue, Falcon Heights, MN 55113, or at such other place as Lessor may from time to time designate in writing.

4. Additional Rent. Lessee shall pay all taxes and assessments that may be levied against the Premises and any property of Lessee located thereon together with any other costs associated with the use of the Premises by Lessee.

5. Use, Possession and Maintenance of the Premises.

Lessee shall use the Premises solely for accessory uses associated with the use of its abutting parcel as a gas station and shall maintain the Premises in compliance with all applicable laws, including environmental laws and regulations. It shall be Lessee's obligation to obtain any permits or licenses required in connection with Lessee's use of the Premises.

Lessee shall use the Premises carefully and conduct its business in a reputable manner. Lessee shall not commit waste or use the Premises in any way that may obligate Lessor to make

any alteration or other improvements on the Land or in any way deemed hazardous. Lessee shall not bring onto the Premises any hazardous or regulated substance without the prior written approval of Lessor. If Lessor consents to any such request of Lessee (which consent may be withheld by Lessor, at Lessor's sole discretion) then, upon request of Lessor, Lessee shall demonstrate to Lessor's satisfaction that the presence of such materials on the Premises or Lessee's use and disposal thereof is in and will be in compliance with all applicable laws and regulations.

There shall be no outside storage of equipment, property or materials owned or used by Lessee or its customers and suppliers. Lessor shall be entitled to remove such materials and, at Lessor's discretion, store the same at Lessee's expense or dispose of such materials. Lessee shall not hold Lessor liable for any loss or damage related thereto or associated, and Lessee shall indemnify and defend Lessor against and from any claims made against Lessor or expenses incurred by Lessor in connection therewith.

Lessor may from time to time enter the Premises to inspect the Premises, or to perform any work related to the operation or maintenance of any present or future improvement on the Premises.

By occupying the Premises, Lessee shall be conclusively deemed to have accepted the Premises as being in the condition required by this Lease, except for such matters as Lessee has given Lessor notice of on or before the commencement date.

At the expiration of the Term, Lessee shall surrender the Premises in good condition. Lessee shall also remove Lessee's personal property and improvements made at any time to the Premises and repair any injury or damage to the Premises which results from such removal. If Lessee fails to do so, Lessor may do so on Lessee's behalf and at Lessee's expense and without liability on the part of Lessor for any damage that may result.

6. Assignment and Subleasing.

Lessee shall have an unrestricted right to assign this Lease or sublet all or any part of the Premises without the prior written consent of Lessor, provided, however, that no transfer of any nature shall relieve Lessee of primary liability to Lessor hereunder this lease agreement unless Lessor agrees in writing.

7. Alterations and Improvements.

Lessee shall not alter or make any improvement to the Premises without the prior written consent of Lessor. Lessor's consent may be conditioned upon Lessor being provided with plans and specifications for the proposed alteration or improvement, information regarding the identity of the persons who will perform the work or provide the materials, proof of ability to timely pay for such improvements and security against mechanic's liens, all of which must be acceptable to Lessor. If approved by Lessor, all such work must be done in a workmanlike fashion using new, first-grade materials. All such alterations and improvements shall, at Lessor's option, become the exclusive property of Lessor at the expiration of the Term.

Lessee shall not permit any mechanic's or other lien to be levied against the Land or Building unless Lessee shall in good faith contest the same, in which event Lessee shall provide Lessor with security to protect Lessor's interest in the Premises. Any such security shall be in an amount at least One hundred fifty percent (150%) of the amount of such lien and be reasonably satisfactory to Lessor. Nothing herein shall be construed as consent by Lessor that would subject Lessor's estate in the Land or improvements thereon to any lien or liability under the mechanic's lien laws of the State of Minnesota.

Nothing in this section shall be deemed to be consent by Lessor to the providing of any labor or materials to the Premises by Lessee which could give rise to mechanic's liens. Lessor may post the Premises with appropriate notices of non-responsibility, as approved by Lessor, to give notice to laborers and suppliers that no mechanic's lien may attach to Lessor's interest in the Land or Building.

Lessor agrees that all buildings, improvements, equipment, fixtures, appliances and other facilities of every nature erected or installed upon the Premises by Lessee or acquired by Lessee prior to or during the term of this Lease shall always be and remain the personal property of Lessee and may be removed, in whole or in part, by Lessee, at Lessee's option, at any time up to and within thirty (30) days after the expiration or termination of this Lease.

Lessor reserves the right to enter the Premises during the term of this Lease for purposes of constructing, maintaining or repairing utilities. In that event, Lessor shall preserve and reinstall the landscaping and other improvements to the extent reasonably possible; but Lessee shall be responsible for reconstruction of improvements and replacement of landscaping items which were not reasonably possible to preserve and reinstall.

8. Insurance Coverage to be Maintained by Lessee.

Lessee shall maintain public liability insurance in form and substance reasonably satisfactory to Lessor and with an insurer licensed to do business in the State of Minnesota, and with minimum limits of liability of Two Million Dollars (\$2,000,000.00), combined single limit. Lessor shall be named as an additional insured and such insurance shall be primary coverage without right of contribution from similar insurance maintained by Lessor. Lessee shall annually provide Lessor with certificates of insurance evidencing the required insurance policies to be carried by Lessee hereunder (and, if requested by Lessor, duplicates of such policies). Lessee agrees not to maintain or store any material in or about the Premises which would in any way impair or invalidate any of the insurance required to be maintained by Lessee. If Lessee's use of the Premises causes an increase in the cost of insurance, Lessee shall be responsible for paying any such increase.

Lessor and Lessee hereby release each other from any and all liability or responsibility (to the other or anyone claiming through or under them by way of subrogation or otherwise) for any loss or damage covered by property insurance or coverable by a customary policy of the insurance required by this Lease even if such loss or damage shall have been caused by the fault or negligence of the other party or anyone for whom such party may be responsible.



Lessee agrees to indemnify and defend Lessor, except for gross negligence of willful misconduct by Lessor, its agents, licensees, guests or contractor negligence, against any claims, actions, liability and damages of every kind and nature, and against all costs and expenses, except attorneys' fees, (cumulatively the "Liabilities") arising out of any occurrence (i) on the Premises, (ii) occasioned wholly or in part by the use and occupancy of the Premises, or (iii) from any act or failure to act of Lessee, its agents, employees, Lessee, licensees or contractors. Lessee further agrees to indemnify Lessor from any Liabilities arising out of a default by Lessee under this Lease, including the failure to conform to applicable environmental laws. This indemnification shall survive the termination of this Lease.

9. Condemnation.

Subject to the provisions of this paragraph, in the event of a change of grade of any adjoining streets, alleys or highways or condemnation or a deed in lieu of condemnation which has the effect of materially and significantly interfering with Lessee's use and occupancy of the Premises in the opinion of Lessee, Lessee shall have the right to terminate this Lease upon thirty (30) days' written notice to Lessor given within ten (10) days after such taking. In such event, Lessor shall be entitled to the entire condemnation award; however, Lessee shall be entitled to any relocation benefits provided by law.

10. Default.

If Lessee fails to pay any payment required under this Lease within five (5) business days of written notice, Lessee shall pay a monthly late fee to offset the additional expenses incurred by Lessor in dealing with late payments until such payment in default is brought current. There shall be a monthly late fee equal to the greater of five percent (5 %) of all amounts in arrears.

If (i) Lessee fails to pay any amount due under this Lease within ten (10) days after written notice of such failure shall have been given to Lessee, or (ii) Lessee fails to keep or perform any of the other terms, conditions or covenants of the Lease for more than thirty (30) days after written notice of such failure shall have been given to Lessee, then Lessor, besides any other rights or remedies it may have at law or in equity, may either (a) terminate this Lease upon the expiration of five (5) days after written notice is given to Lessee, in which event the Term shall end on the date set forth in that notice, or (b) re-enter the Premises in accordance with applicable law, dispossess Lessee and/or other occupants of the Premises, remove all property from the Premises and store the same in a public warehouse or elsewhere at Lessee's expense, and hold the Premises without becoming liable for any loss or damage which may be occasioned thereby. Lessee agrees that such re-entry by Lessor shall not be construed as an election on Lessor's part to terminate this Lease, that right, however, being continuously reserved by Lessor. Lessor shall not be deemed to have elected to terminate this Lease unless Lessor provides Lessee with written notice of that election.

11. Notices.

Any notice required or permitted to be given to either party shall be deemed given and received one day following the date the same is (i) delivered by Lessor or a professional third party courier service (or such delivery is refused), or (ii) mailed, correctly addressed, by United States certified mail, postage prepaid, return receipt requested. Until changed, notices and communications to Lessor and Lessee shall be addressed as follows:

As to Lessor: City of Falcon Heights  
2077 West Larpenteur Avenue,  
Falcon Heights, MN 55113  
Attn: City Administrator

As to Lessee: Croix Oil Company  
1749 South Greeley Street  
P. O. Box 15  
Stillwater, MN 55082

Each party shall have the right to specify as its proper address any other address in the United States of America by giving to the other party at least fifteen (15) days written notice of a new address.

12. Holding Over. In the event that Lessee shall hold over beyond the expiration date of the term provided herein or any renewal or extension thereof, it is understood and agreed that any such hold-over tenancy shall be a month to month tenancy only, and either Lessee or Lessor may terminate such tenancy at any time giving the other party thirty (30) days' written notice of termination. During any hold-over period, annual rent shall be pro-rated on a monthly basis and paid on the first day of each month.

13. Miscellaneous.

This Lease and any exhibits attached hereto set forth the entire agreement between Lessor and Lessee. Lessee acknowledges that it has not relied upon any representations or warranties except as are expressed in this Lease. Any modifications to this Lease must be in writing and signed by Lessor and Lessee in order to be enforceable. The obligations and benefits hereunder shall inure to and be binding upon the respective successors and assigns of Lessor and Lessee. Any warranties, representations or obligations of Lessee set out in this Lease shall survive the termination of this Lease so that the breach of those matters may remain actionable by Lessor notwithstanding Lessor's election of certain remedies under Article 12. This Lease shall be construed and enforced in accordance with the laws of Minnesota.

If any term or provision of this Lease or the application thereof to any person or circumstances shall be invalid or unenforceable, the remainder of this Lease or the application to persons or circumstances other than those to which it is held invalid or unenforceable shall be valid and enforced to the full extent permitted by law. This Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. The submission of this Lease by Lessor, its agents or representatives for examination or execution by Lessee does not constitute an option, or offer

to lease the Premises upon the terms and conditions contained in this Lease or a reservation of the Premises in favor of Lessee, it being intended that this Lease shall only become effective upon the execution by Lessor and delivery to Lessee of a fully executed counterpart of this Lease.

Any duty Lessor has to indemnify and hold harmless under this Lease is subject to the defenses, immunities, and limitations in Minn. Stat. Chapter 466 which shall apply and which are not waived.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2012.

**LESSOR:  
CITY OF FALCON HEIGHTS**

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

ATTEST

\_\_\_\_\_

STATE OF MINNESOTA    )  
  ( ss.  
COUNTY OF Ramsey     )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by \_\_\_\_\_, Mayor, and by \_\_\_\_\_, City Administrator, of the **City of Falcon Heights**, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

\_\_\_\_\_  
Notary Public

**LESSEE:**

**CROIX OIL COMPANY**

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

STATE OF MINNESOTA    )  
                                  (ss.

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2012 by \_\_\_\_\_, the \_\_\_\_\_ of **Croix Oil Company**, a Minnesota corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public

# EXHIBIT A

## DESCRIPTION OF LEASE PARCEL FOR AMOCO OIL COMPANY

That part or the Southeast Quarter of Section 16, Township 29, Range 23, Ramsey County, Minnesota, described as follows:

A strip of land 36.50 feet in width, the West line of which is contiguous with the East line of Lot 10, The Crossroads according to said plat on file and of record in the office of the County Recorder, Ramsey County, Minnesota.

Said strip of land is to extend by its full width from the North line of the South 204.50 feet of said Southeast Quarter to a line described as follows:

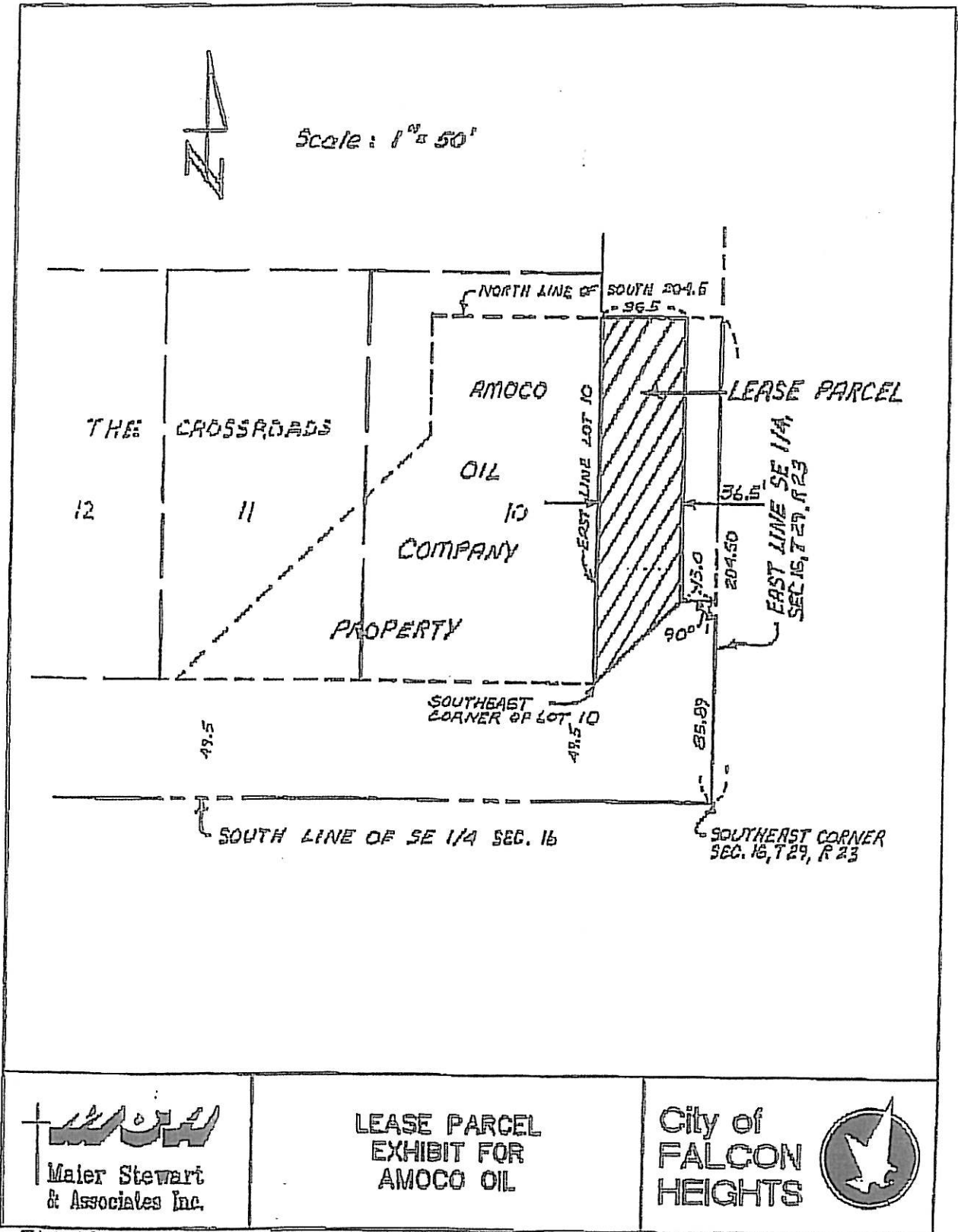
Commencing at the Southeast corner of said Southeast Quarter; thence Northerly, along the East line of said Southeast Quarter, a distance of 85.89 feet, as measured along said East line; thence Westerly, on an angle to the right of 90 degrees 00 minutes 00 seconds a distance of 13.00 feet, to the intersection with a line parallel to and distant 36.50 feet East of said East line of Lot 10, said point of intersection is the actual point of beginning of said line to be hereinafter described; thence Southwesterly, to the Southeast corner of said Lot 10 and there terminating.

File No: 330-026-11

(Revised 9/22/92)

para. 006

# EXHIBIT B



## EXHIBIT C

### Annual Lease Payment Schedule

| <u>Month/Year</u> |            |
|-------------------|------------|
| 10/1/2012         | \$1,716.27 |
| 10/1/2013         | \$1,716.27 |
| 10/1/2014         | \$1,716.27 |
| 10/1/2015         | \$1,716.27 |
| 10/1/2016         | \$1,716.27 |
| 10/1/2017         | \$1,894.90 |
| 10/1/2018         | \$1,894.90 |
| 10/1/2019         | \$1,894.90 |
| 10/1/2020         | \$1,894.90 |
| 10/1/2021         | \$1,894.90 |
| 10/1/2022         | \$2,092.12 |
| 10/1/2023         | \$2,092.12 |
| 10/1/2024         | \$2,092.12 |
| 10/1/2025         | \$2,092.12 |
| 10/1/2026         | \$2,092.12 |
| 10/1/2027         | \$2,309.87 |
| 10/1/2028         | \$2,309.87 |
| 10/1/2029         | \$2,309.87 |
| 10/1/2030         | \$2,309.87 |
| 10/1/2031         | \$2,309.87 |