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

AGENDA June 12, 2013

A.	CALL TO ORDER:			
В.	ROLL CALL:	LINDSTROM LONG MEI FISCHER		GOSLINE R
C.	PRESENTATIONS: 1.			
D.	APPROVAL OF MINUTES: May 22, 2013			
E.	PUBLIC HEARINGS:			
F.	CONSENT AGEND 1. General Disburser Payroll through 5/3 2. Approval of City 3. Bulky Waste Recy 4. Call for Public He 5. Performance Meas 6. CRWD Agreemen 7. Approve Payment Management Project	ments through 6/6 1/2013: \$15,635.82 Licenses rcling Project aring on Hiawatha surement Resolution at/ 2013 Improvem t #1 to T.A. Schifsk	Conduit Bond on ents	
G:	POLICY ITEMS: 1. Approve Amendi	ing of Lawful Gam	bling Ordinan	ce
H.	INFORMATION/A	NNOUNCEMENT	S:	
I.	COMMUNITY FOR	UM:		
J.	ADJOURNMENT:			

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

#### AGENDA May 22, 2013

- A. CALL TO ORDER: 7:04 (Due to technical difficulties; the meeting had audio only, no video.)
- B. ROLL CALL: LINDSTROM \_X\_ HARRIS \_AB\_ GOSLINE \_X\_ LONG \_X\_ MERCER-TAYLOR \_X\_ FISCHER \_X\_ KNUTSON \_X\_ JONES \_X\_
- C. PRESENTATIONS:
  - 1. Public Achievement Presentation Falcon Heights Elementary and NYFS Students
  - Dennis Donovan of Augsburg College introduced the Public Achievement model and the Falcon Heights process. Four Falcon Heights Elementary students presented their projects: Sophie Solomon, Barrett Flagstad, Regina Ziegler, and Anna Tostenguard. The students also announced an upcoming health fair at Falcon Heights Elementary on May 31st at 2pm as part of the public achievement process.
- D. APPROVAL OF MINUTES: May 8, 2013
- E. PUBLIC HEARINGS:
- F. CONSENT AGENDA:

Chuck Long Moved, Approved 4-0

**APPROVED** 

- 1. General Disbursements through 5/15/2013: \$198,156.86 Payroll through 5/15/2013: \$15,425.48
- 2. Approval of City Licenses
- 3. Establish petty cash fund for Recreational Sports
- 4. Public Entity Bulk Waste Recycling Innovation Grant
- G: POLICY ITEMS:

Beth Mercer-Taylor Moved, Approved 4-0

- 1. Planned Unit Development at the former Hermes Nursery site, with Comprehensive Plan Amendment, rezoning and preliminary and final subdivision
- Bart Fischer presented a summary of the staff report
- Architect Kim Bretheim of LHB presented a summary of the plans and uses for the site
- Andrew Michaelson of Common Bond Communities presented information on their portion of the site
- Will Allen, a partner with the Pohlad Foundation and world recognized urban farmer, presented information on urban farming and the project
- Terry Egge of the Pohlad Family Foundation provided information and an update on the project

#### H. INFORMATION/ANNOUNCEMENTS:

#### Council Member Beth Mercer-Taylor

-Discussed the recent tour of Tennis Sanitation, the City's recycling provider

#### Council Member Chuck Long

- -Provided an update on the Spring Together Event and thanked all of those involved
- -Reminder of June 21st Movie and Camping in the Park
- -Reminder to register for summer programs
- -Reminder of openings on Parks Commission

#### Council Member Keith Gosline

-Provided an update on the recent NYFS meeting

#### Mayor Peter Lindstrom

-Provided an update on the May 20th Neighborhood Commission meeting

#### I. COMMUNITY FORUM:

J. ADJOURNMENT: 8:34pm

## REQUEST FOR COUNCIL ACTION

Meeting Date	June 12, 2013
Agenda Item	Consent F1
Attachment	General Disbursements and Payroll
Submitted By	Roland Olson, Finance Director

### The City That Soars!

Item	General Disbursements and Payroll
Description	General Disbursements through 6/6/2013: \$166,748.35 Payroll through 5/31/2013: \$15,635.82
<b>Budget Impact</b>	
Attachment(s)	General Disbursements and Payroll
Action(s) Requested	Staff recommends that the Falcon Heights City Council approve general disbursements and payroll.

Families, Fields and Fair

PACKET: 00831 MAY 24TH PAYABLES

VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

POST DATE BANK CODE ------DESCRIPTION------ DISCOUNT G/L ACCOUNT -----ID---------- ACCOUNT NAME----- DISTRIBUTION 0250 AMERIPRIDE SERVICES I-1002465706 LINEN CLEANING 45.85 5/22/2013 APBNK DUE: 5/22/2013 DISC: 5/22/2013 1099: N LINEN CLEANING 101 4124-82011-000 LINEN CLEANING 45.85 === VENDOR TOTALS === 45.85 01-03122 CITY OF ST PAUL T-127365 FUEL 39.36 5/22/2013 APBNK DUE: 5/22/2013 DISC: 5/22/2013 1099: N FUEL. 101 4124-74000-000 MOTOR FUEL & LUBRICANTS 39.36 === VENDOR TOTALS === 39.36 01-05154 HEWLETT PACKARD I-52806123 COMPUTER MOUSE 25.16 5/22/2013 APBNK DUE: 5/22/2013 DISC: 5/22/2013 1099 · N COMPUTER MOUSE 101 4112-70100-000 SUPPLIES 25.16 === VENDOR TOTALS === 25.16 ------01-05204 ICMA MGMT ASSOCIATION I-201305234036 MEMBERSHIP - MICHELLE 200.00 5/23/2013 APBNK DUE: 5/23/2013 DISC: 5/23/2013 1099: N MEMBERSHIP - MICHELLE 101 4112-86100-000 CONFERENCES/EDUCATION/AS 200.00 === VENDOR TOTALS === 200.00 01-05493 MCMA -201305224032 MCMA DUES BART 108.00 5/22/2013 APBNK DUE: 5/22/2013 DISC: 5/22/2013 1099: N MCMA DUES BART 101 4112-86100-000 CONFERENCES/EDUCATION/AS 108.00 I-201305224034 MCMA DUES/ APMP DUES 220.00 5/22/2013 APBNK DUE: 5/22/2013 DISC: 5/22/2013 1099: N MCMA DUES - MICHELLE 101 4112-86100-000 CONFERENCES/EDUCATION/AS 100.00 APMP DUES - MICHELLE 101 4112-86100-000 CONFERENCES/EDUCATION/AS 120.00 I-201305224035 MCMA/APMP STUDENT RATE: CHELSE 30.00 5/22/2013 APBNK DUE: 5/22/2013 DISC: 5/22/2013 1099: N MCMA/APMP STUDENT RATE: CHELSEA 101 4112-86100-000 CONFERENCES/EDUCATION/AS 30.00 === VENDOR TOTALS === 358.00

PACKET: 00831 MAY 24TH PAYABLES

VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

P.O. # ----ID-----GROSS POST DATE BANK CODE ------DESCRIPTION----- DISCOUNT G/L ACCOUNT ----- DISTRIBUTION 5555 MEDICS TRAINING I-9431 EMT IN SERVICE TNG 550.00 5/22/2013 APBNK DUE: 5/22/2013 DISC: 5/22/2013 EMT IN SERVICE TNG 101 4124-86020-000 TRAINING 550.00 === VENDOR TOTALS === 550.00 01-05585 METROPOLITAN AREA MANAGEMENT A T-1218 APRIL MEETING EXP 20.00 5/22/2013 APBNK DUE: 5/22/2013 DISC: 5/22/2013 1099: N APRIL MEETING EXP - MICHELLE 101 4112-86100-000 CONFERENCES/EDUCATION/AS 20.00 === VENDOR TOTALS === 20.00 01-07263 NEXTEL COMMUNICATIONS, INC I-201305224031 CELL PHONE 153.25 5/22/2013 APBNK DUE: 5/22/2013 DISC: 5/22/2013 1099 · N CELL PHONE 101 4121-85015-000 CELL PHONE 70.40 CELL PHONE 101 4131-85015-000 CELL PHONE 12.11 CELL PHONE 101 4141-85015-000 CELL PHONE 31.57 CELL PHONE 101 4132-85015-000 CELL PHONE 1.77 CELL PHONE 601 4601-85015-000 CELL PHONE 29.47 CELL PHONE 602 4602-85015-000 CELL PHONES 7 93 === VENDOR TOTALS === 153.25 01-06024 ON SITE SANITATION I-A493928 PORTABLE TOILET CURTISS PK 59.85 5/22/2013 APBNK DUE: 5/22/2013 DISC: 5/22/2013 1099: N PORTABLE TOILET CURTISS PK 601 4601-85080-000 PORTABLE TOILET PARKS 59.85 === VENDOR TOTALS === 59.85 01-05367 QUILL CORPORATION I-2594049 BINDERS/WHITE OUT/OFFICE SUPP 5/22/2013 APBNK DUE: 5/22/2013 DISC: 5/22/2013 1099: N BINDERS/WHITE OUT/OFFICE SUPPL 101 4112-70100-000 SUPPLIES 77.49

77.49

=== VENDOR TOTALS ===

PACKET: 00831 MAY 24TH 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 NAME----- DISTRIBUTION 6185 RAMSEY COUNTY I-EMCOM 2565 RADIO FLEET SUPPORT MAY 56.16 5/23/2013 APBNK DUE: 5/23/2013 DISC: 5/23/2013 1099: N RADIO FLEET SUPPORT MAY 101 4124-86800-000 RADIO MESB/FLEET SUPPORT 56.16 I-PUBW 12709 APR SNOW PLOWING/SALTING 1,999.38 5/22/2013 APBNK DUE: 5/22/2013 DISC: 5/22/2013 1099 · N APR SNOW PLOWING/SALTING 101 4132-83030-000 SNOW REMOVAL 1,999,38 === VENDOR TOTALS === 2,055.54 01-06184 RAMSEY COUNTY - 911 DISPATCH I-EMCOM 2608 MAY 911 DISPATCH FEES 2,348.23 5/23/2013 APBNK DUE: 5/23/2013 DISC: 5/23/2013 1099: N MAY 911 DISPATCH FEES 101 4122-81200-000 911 DISPATCH FEES 2,348.23 === VENDOR TOTALS === 2,348.23 01-06485 SENSIBLE OFFICE SOLUTIONS I-2417-001 HP DRUM & TONER CARTRIDGES 704.19 5/24/2013 APBNK DUE: 5/24/2013 DISC: 5/24/2013 1099: N HP DRUM & TONER CARTRIDGES 101 4112-70100-000 SUPPLIES 704.19 === VENDOR TOTALS === 704.19 01-05303 MICHELLE TESSER I-201305234037 SPECIAL EVENTS SUPPLIES 135.99 5/23/2013 APBNK DUE: 5/23/2013 DISC: 5/23/2013 1099: N SPRING TOGETHER & FALCONEERS 101 4116-89010-000 SPECIAL EVENTS 135.99 === VENDOR TOTALS === 135.99 01-00878 US BANCORP I-201305224033 MCMA CONF/SPORTS EQUIP/EXCEL 751.41 5/22/2013 APBNK MANUAL CK# 080647 5/17/2013 1099: N MCMA CONF (LODGING/FOOD) 101 4112-86100-000 CONFERENCES/EDUCATION/AS 499.85 REC SPORTS EQUIP 201 4201-70100-000 SUPPLIES 239.92 REC SPORTS EQUIP 101 4112-86100-000 CONFERENCES/EDUCATION/AS 11.64

751.41

7,524.32

=== VENDOR TOTALS ===

=== PACKET TOTALS ===

500.00

PACKET: 00834 MAY 30TH PAYABLES

VENDOR SET: 01 City of Falcon Heights

01-03153 COMMERCIAL BODY AND PAINT INC

PAINTING

5/30/2013 APBNK MANUAL CK# 080662 5/27/2013 PAINTING

=== VENDOR TOTALS ===

I-116-00001408

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----P.O. # GROSS POST DATE BANK CODE ------DESCRIPTION-----DISCOUNT G/L ACCOUNT ----- ACCOUNT NAME----- DISTRIBUTION 01-00146 AEROFAB INC. I-45679 IRRIGATION BOX 1,400.00 5/30/2013 APBNK DUE: 5/30/2013 DISC: 5/30/2013 1099: N IRRIGATION BOX 419 4419-92000-000 OTHER IMPROVEMENTS 1,400.00 === VENDOR TOTALS === 1,400.00 01-00220 ALEX AIR APPARATUS INC I-23776 SANITARY AIR COMPRESOR 36,655.00 5/30/2013 APBNK MANUAL CK# 080663 5/28/2013 1099: N SANITARY AIR COMPRESOR 402 4402-91700-000 FEMA FIRE EQUIP GRANT 36,655.00 === VENDOR TOTALS === 36,655.00 01-05422 BP I-201305304046 FUEL 1,238.60 5/30/2013 APBNK MANUAL CK# 080672 5/30/2013 1099: N FUEL 602 4602-74000-000 FUEL & LUBRICANTS 535.44 FUEL 101 4132-74000-000 MOTOR FUEL & LUBRICANTS 604.68 FUEL 101 4124-74000-000 MOTOR FUEL & LUBRICANTS 98.48 === VENDOR TOTALS === 1,238,60 01-01049 BUREAU CRIMINAL APPREHEN. I-201305304045 BACKGROUND CHECK 360.00 5/30/2013 APBNK MANUAL CK# 080671 5/29/2013 1099: N BACKGROUND CHECK 201 4201-89000-000 MISCELLANEOUS 360.00 === VENDOR TOTALS === 360.00 01-03089 CASH 500.00 I-201305304048 PETTY CASH RECREATION SPORTS 5/30/2013 APBNK MANUAL CK# 080673 5/30/2013 1099: N PETTY CASH RECREATION SPORTS 101 10200-000 PETTY CASH 500.00 === VENDOR TOTALS === 500.00

500.00

500.00

101 4132-87000-000 REPAIR EQUIPMENT

PACKET: 00834 MAY 30TH 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 01-05536 LINN BUILDING MAINTENANCE I-23036-1 SALES TAX CLEANING 11.62 5/30/2013 APBNK DUE: 5/30/2013 DISC: 5/30/2013 1099: N SALES TAX CLEANING 101 4131-87010-000 CITY HALL MAINTENANCE 11.62 === VENDOR TOTALS === 11.62 01-05843 MN NCPERS LIFE INSURANCE I-201305304042 LIFE INSURANCE 96.00 5/30/2013 APBNK DUE: 5/30/2013 DISC: 5/30/2013 1099: N JUNE LIFE INSURANCE 101 21709-000 OTHER PAYABLE 96.00 === VENDOR TOTALS === 96.00 01-00935 ST PAUL REGIONAL WATER SERVICE I-201305304040 H20 AND SS 399.49 5/30/2013 APBNK DUE: 5/30/2013 DISC: 5/30/2013 1099: N H20 101 4131-85040-000 WATER 48.85 SS 101 4131-85070-000 SEWER 22.76 H20 101 4141-85040-000 WATER 212.68 SS 101 4141-85070-000 SEWER 115.20 === VENDOR TOTALS === 399.49 01-05870 XCEL ENERGY I-201305304039 ELECTRIC 38.40 5/30/2013 APBNK DUE: 5/30/2013 DISC: 5/30/2013 1099: N ELECTRIC 101 4121-85020-000 ELECTRIC 8.08 ELECTRIC 101 4141-85020-000 ELECTRIC/GAS 30.32 === VENDOR TOTALS === 38.40 === PACKET TOTALS === federal with 5663.03 st with 878.43 Pers 3035.16 Icma 2075.00

52,850.73

530.00

PACKET: 00836 JUNE 6TH PAYABLES

VENDOR SET: 01 City of Falcon Heights SEQUENCE : ALPHABETIC

I-138070007

JUNE SOLAR EQUIPT

JUNE SOLAR EQUIPT

=== VENDOR TOTALS ===

6/06/2013 APBNK DUE: 6/06/2013 DISC: 6/06/2013

DUE TO/FROM ACCOUNTS SUPPRESSED

POST DATE BANK COD	EDESCRIPTION	GROSS	P.O. #	10000000	
	======================================			ACCOUNT NAME	DISTRIBUTION
60 ACROSS THE ST					
	- Those of total				
I-12-1321	FIRE TRAINING	385.00			
6/06/2013 APBNK	DUE: 6/06/2013 DISC: 6/06/2013		1099: N		
	FIRE TRAINING		101 4124-86020-000	TRAINING	385.00
	=== VENDOR TOTALS ===	385.00			
		=========		=======================================	===========
)1-00146 AEROFAB INC.					
I-201306064053	SALES TAX IRRIGATION BOX	99.75			
6/06/2013 APBNK	DUE: 6/06/2013 DISC: 6/06/2013		1099: N		
	SALES TAX IRRIGATION BOX		419 4419-92000-000	OTHER IMPROVEMENTS	99.75
	=== VENDOR TOTALS ===	99.75			
1-00800 ALLIED WASTE	SERVICES				
I-0923-002238772	WASTE REMOVAL	359.65			
6/06/2013 APBNK	DUE: 6/06/2013 DISC: 6/06/2013		1099: N		
	WASTE REMOVAL		101 4131-82010-000	WASTE REMOVAL	359.65
	=== VENDOR TOTALS ===	359.65			
01-00250 AMERIPRIDE SE	ERVICES	========		=======================================	=============
		Shrings Colored			
	LINEN CLEANING	45.85			
	DUE: 6/06/2013 DISC: 6/06/2013	45.85	1099: N		
		45.85	1099: N 101 4124-82011-000	LINEN CLEANING	45.85
	DUE: 6/06/2013 DISC: 6/06/2013	45.85		LINEN CLEANING	45.85
6/06/2013 APBNK	DUE: 6/06/2013 DISC: 6/06/2013 LINEN CLEANING	45.85	101 4124-82011-000		
6/06/2013 APBNK	DUE: 6/06/2013 DISC: 6/06/2013 LINEN CLEANING  === VENDOR TOTALS ===	45.85	101 4124-82011-000		
6/06/2013 APBNK	DUE: 6/06/2013 DISC: 6/06/2013 LINEN CLEANING  === VENDOR TOTALS ===	45.85	101 4124-82011-000		
6/06/2013 APBNK	DUE: 6/06/2013 DISC: 6/06/2013 LINEN CLEANING  === VENDOR TOTALS ===	45.85 =======	101 4124-82011-000		
6/06/2013 APBNK  01-00892 BEARCOM  207963	DUE: 6/06/2013 DISC: 6/06/2013 LINEN CLEANING  === VENDOR TOTALS ===  REPAIR RADIOS	45.85 =======	101 4124-82011-000		
6/06/2013 APBNK  01-00892 BEARCOM  207963	DUE: 6/06/2013 DISC: 6/06/2013 LINEN CLEANING  === VENDOR TOTALS ===  REPAIR RADIOS DUE: 6/06/2013 DISC: 6/06/2013	45.85 =======	101 4124-82011-000		

530.00

530.00

1099: N

101 4131-85025-000 SOLAR ELECTRIC

22.69

PACKET: 00836 JUNE 6TH PAYABLES

VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

GROSS P.O. #

-----ID-----POST DATE BANK CODE ------DESCRIPTION------ DISCOUNT G/L ACCOUNT ----- DISTRIBUTION 28 CHRISTINA L ERICKSON I-201306064057 REFUND CLASS 35.00 6/06/2013 APBNK DUE: 6/06/2013 DISC: 6/06/2013 1099: N REFUND CLASS 201 34310-000 RECREATION FEES 35.00 === VENDOR TOTALS === 35.00 01-04092 FISCHER, BART J I-201306064054 ICMA CONFERENCE AND MILEAGE 794.11 6/06/2013 APBNK DUE: 6/06/2013 DISC: 6/06/2013 1099: N ICMA PRE-PAY PARTIAL COSTS 101 4112-86100-000 CONFERENCES/EDUCATION/AS 560.76 MCMA CONF MILEAGE 101 4112-86100-000 CONFERENCES/EDUCATION/AS MAY MILEAGE REIMB 101 4112-86010-000 MILEAGE & PARKING 46.90 === VENDOR TOTALS === 794.11 01-05171 FRA DOR INC I-1351535 BLVD MAINT 41.68 6/06/2013 APBNK DUE: 6/06/2013 DISC: 6/06/2013 1099: N BLVD MAINT 101 4132-87010-000 BOULEVARD MAINTENANCE === VENDOR TOTALS === 41.68 01-05115 GOPHER STATE ONE CALL I-71876 LOCATES 255.90 6/06/2013 APBNK DUE: 6/06/2013 DISC: 6/06/2013 1099: N LOCATES 601 4601-88030-000 LOCATES 255.90 === VENDOR TOTALS === 255.90 66 GRAINGER, W. W., INC. I-9153039277 CLOTHING 226.24 6/06/2013 APBNK DUE: 6/06/2013 DISC: 6/06/2013 1099: N CLOTHING 101 4132-77000-000 CLOTHING 226.24 === VENDOR TOTALS === 226.24

01-05045 GRUBER'S POWER EQUIPMENT

I-201306064051 SUPPLIES 22.69 6/06/2013 APBNK DUE: 6/06/2013 DISC: 6/06/2013

SUPPLIES

101 4141-70100-000 SUPPLIES

=== VENDOR TOTALS === 22.69

69.62

48.86

PACKET: 00836 JUNE 6TH PAYABLES

VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC

----ID-----

DUE TO/FROM ACCOUNTS SUPPRESSED

GROSS P.O. #

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

.53 HOME DEPOT CRC/GECF

I-201306064056 BLVD MAINT 131.03 6/06/2013 APBNK DUE: 6/06/2013 DISC: 6/06/2013 1099: N

BLVD MAINT 101 4132-87010-000 BOULEVARD MAINTENANCE

FD OUTSIDE LIGHTS 101 4131-70110-000 SUPPLIES 32 27 LUMBER 101 4131-70110-000 SUPPLIES 29.14

=== VENDOR TOTALS === 131.03

01-05387 KEYSTONE AUTOMOTIVE

I-M1302437 POR-15 RUST PRV PAINT 172.44 6/06/2013 APBNK DUE: 6/06/2013 DISC: 6/06/2013

1099: N

POR-15 RUST PRV PAINT 101 4132-70120-000 SUPPLIES 172.44

=== VENDOR TOTALS === 172.44

01-05404 KURHAJETZ, CLEM

I-201306064050 KITCHEN 48.86

6/06/2013 APBNK DUE: 6/06/2013 DISC: 6/06/2013 1099: N

KITCHEN 101 4124-70100-000 SUPPLIES

=== VENDOR TOTALS === 48.86 

01-07272 LILLIE SUBURBAN NEWSPAPER

I-201306064052 LEGALS 177.75

6/06/2013 APBNK DUE: 6/06/2013 DISC: 6/06/2013 1099: N

COMM EVENT ORDINANCE 101 4111-70410-000 LEGAL NOTICES

159.00 NOTICE-CITY CODE 101 4111-70410-000 LEGAL NOTICES 18.75

=== VENDOR TOTALS === 177.75

01-05557 KRISTEN MCNAMEE

I-201306064049 REFUND 47.00 6/06/2013 APBNK DUE: 6/06/2013 DISC: 6/06/2013

REFUND 201 34340-000 NON-RESIDENT FEE

1099: N

47.00 === VENDOR TOTALS === 47.00

50.00

PACKET: 00836 JUNE 6TH PAYABLES

VENDOR SET: 01 City of Falcon Heights

SEOUENCE : ALPHABETIC

I-201306064060

6/06/2013 APBNK

REFUND

REFUND

DUE: 6/06/2013 DISC: 6/06/2013

=== VENDOR TOTALS ===

DUE TO/FROM ACCOUNTS SUPPRESSED

GROSS P.O. #

----ID-----POST DATE BANK CODE -------DESCRIPTION------ DISCOUNT G/L ACCOUNT ----- ACCOUNT NAME----- DISTRIBUTION ,65 METROPOLITAN COUNCIL I-0001019002 JULY SS SERVICES 41,379.76 6/06/2013 APBNK DUE: 6/06/2013 DISC: 6/06/2013 1099: N JULY SS SERVICES 601 4601-85060-000 METRO SEWER CHARGES 41,379.76 === VENDOR TOTALS === 41,379.76 01-07263 NEXTEL COMMUNICATIONS, INC I-172868921-099 CELL PHONE FIRE TRUCKS 17.50 6/06/2013 APBNK DUE: 6/06/2013 DISC: 6/06/2013 1099: N CELL PHONE FIRE TRUCKS 101 4124-85015-000 CELL PHONE 17.50 === VENDOR TOTALS === 17.50 01-06030 OLSON, ROLAND 1,533.96 GFOA CONFERENCE EXP REIMB I-201306064061 6/06/2013 APBNK DUE: 6/06/2013 DISC: 6/06/2013 1099: N GFOA CONFERENCE EXP REIMB 101 4113-86100-000 CONFERENCES/EDUCATION/AS 1,533.96 === VENDOR TOTALS === 1,533.96 01-06024 ON SITE SANITATION I-A-494991 PORTABLE TOILET COMMUNITY PAR 59.85 6/06/2013 APBNK DUE: 6/06/2013 DISC: 6/06/2013 1099: N PORTABLE TOILET COMMUNITY PARK 601 4601-85080-000 PORTABLE TOILET PARKS T-A-495121 PORTABLE TOILET CURTISS PARK 59.85 6/06/2013 APBNK DUE: 6/06/2013 DISC: 6/06/2013 1099: N PORTABLE TOILET CURTISS PARK 601 4601-85080-000 PORTABLE TOILET PARKS 59.85 === VENDOR TOTALS === 119.70 01-00578 POPE, JODI

1099 · N

50.00

201 34310-000 RECREATION FEES

550.00

PACKET: 00836 JUNE 6TH PAYABLES VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC

I-52113

6/06/2013

T-SHIRTS

T-SHIRTS

APBNK DUE: 6/06/2013 DISC: 6/06/2013

=== VENDOR TOTALS ===

DUE TO/FROM ACCOUNTS SUPPRESSED

				ACCOUNT NAME	
67 QUILL CORPORA	TION				
I-3018131 6/06/2013 APBNK	PAPER SUPPLIES DUE: 6/06/2013 DISC: 6/06/2013 PAPER SUPPLIES	45.48	1099: N 101 4112-70100-000	SUPPLIES	45.48
	=== VENDOR TOTALS ===	45.48			
1-06185 RAMSEY COUNTY	·				
I-RISK-001595 6/06/2013 APBNK	DENTAL LIFE DISABLITY INS DUE: 6/06/2013 DISC: 6/06/2013 DENTAL LIFE DISABILITY INS	1,061.24	1099: N 101 4132-88000-000	INSURANCE & BONDS	1,061.24
	=== VENDOR TOTALS ===	1,061.24			
01-05257 SEYFARTH, SUSA		35.00	1099: N 201 34340-000	NON-RESIDENT FEE	35.00
01-05257 SEYFARTH, SUSA	REFUND DUE: 6/06/2013 DISC: 6/06/2013		1099: N		
I-05257 SEYFARTH, SUS I-201306064059 6/06/2013 APBNK	REFUND DUE: 6/06/2013 DISC: 6/06/2013 REFUND === VENDOR TOTALS ===	35.00 35.00	1099: N 201 34340-000	NON-RESIDENT FEE	35.00
1-201306064059 6/06/2013 APBNK 01-07228 CITY OF ST AN	REFUND DUE: 6/06/2013 DISC: 6/06/2013 REFUND === VENDOR TOTALS ===	35.00 35.00	1099: N 201 34340-000	NON-RESIDENT FEE	35.00
1-201306064059 6/06/2013 APBNK 01-07228 CITY OF ST AN	REFUND DUE: 6/06/2013 DISC: 6/06/2013 REFUND === VENDOR TOTALS === STHONY  JUNE POLICE SERV DUE: 6/06/2013 DISC: 6/06/2013	35.00	1099: N 201 34340-000	NON-RESIDENT FEE	35.00
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550.00

550.00

201 4201-70100-000 SUPPLIES

PACKET: 00836 JUNE 6TH PAYABLES VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

	EDESCRIPTION	GROSS DISCOUNT	P.O. # G/L ACCOUNT	ACCOUNT NAME	DISTRIBUTION
0 74 TENNIS SANITA	ATION LLC				
I-926802 6/06/2013 APBNK	RECYCLING MAY DUE: 6/06/2013 DISC: 6/06/2013 RECYCLING MAY	5,769.00	1099: N 206 4206-82030-000	RECYCLING CONTRACTS	5,769.00
	=== VENDOR TOTALS ===	5,769.00			
01-05870 XCEL ENERGY	ELECTIRC JUNE	1,437.44			
I-201306064058 6/06/2013 APBNK	DUE: 6/06/2013 DISC: 6/06/2013	1,437.44	1099: N		
0/00/2013 ALBAN	ELECTIRC JUNE		101 4141-85020-000	ELECTRIC/GAS	459.75
	ELECTIRC JUNE		101 4131-85020-000	ELECTRIC	177.04
	LIGHTING/POWER		209 4209-85020-000	STREET LIGHTING POWER	27.75
	LIGHTING/POWER		209 4209-85020-000	STREET LIGHTING POWER	11.19
	LIGHTING/POWER		209 4209-85020-000	STREET LIGHTING POWER	31.12
	LIGHTING/POWER		209 4209-85020-000	STREET LIGHTING POWER	11.19
	LIGHTING/POWER		209 4209-85020-000	STREET LIGHTING POWER	47.89
	LIGHTING/POWER		209 4209-85020-000	STREET LIGHTING POWER	49.61
	LIGHTING/POWER		209 4209-85020-000	STREET LIGHTING POWER	56.92
	LIGHTING/POWER		209 4209-85020-000	STREET LIGHTING POWER	52.22
	LIGHTING/POWER		209 4209-85020-000	STREET LIGHTING POWER	512.76
	=== VENDOR TOTALS ===	1,437.44			

=== PACKET TOTALS === 106,373.30

PAGE: 1
PAYROLL DATE: 5/28/2013

PAYROLL NO: 01 City of Falcon Heights

			CHECK	CHECK	CHECK
EMP NO	EMPLOYEE NAME	TYPE	DATE	AMOUNT	NO.
0017	MERCER-TAYLOR, ELIZABETH	R	5/28/2013	274.93	080664
1 8	LONG, CHARLES E	R	5/28/2013	277.05	080665
( - 1	KURHAJETZ, CLEMENT	R	5/28/2013	366.92	080666
· 2297	GAFFNEY, PATRICK	R	5/28/2013	101.58	080667
2172	ARCAND, MICHAEL W	R	5/28/2013	114.29	080668
1149	PERKINS, JONATHON R	R	5/28/2013	824.42	080669
2186	DAVITT, ALLISON N	R	5/28/2013	565.04	080670

..... DIKECI DEPOSIT LIST \*\*\*\*

PAY PERIOD ENDING 5/31/201 DIRECT DEPOSIT EFFECTIVE DATE 5/28/201

EMP #	NAME	 AMOUNT
1-0013 1-0016 01-0019 01-1004 01-1010 01-1014 01-1136 01-2154 01-1038 01-0086 01-0095 01-0105 01-1030 01-1033 01-1033	PETER C LINDSTROM PAMELA M HARRIS KEITH P GOSLINE BART J FISCHER MICHELLE C TESSER CHELSEA PETERSEN ROLAND O OLSON MAUREEN A ANDERSON DEBORAH K JONES RICHARD H HINRICHS MICHAEL J POESCHL ANTON M FEHRENBACH TIMOTHY J PITTMAN DAVE TRETSVEN COLIN B CALLAHAN	310.01 277.05 277.05 2,404.43 1,474.36 688.26 1,298.37 158.98 1,662.22 254.92 101.58 98.77 1,602.43 1,454.96 1,048.20
TOTAL PR	INTED: 15	13,111.59

PAYROLL NO: 01 City of Falcon Heights

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

PAGE: 2 PAYROLL DATE: 5/28/2013

REGULAR CHECKS: 7 2,524.23
DIRECT DEPOSIT REGULAR CHECKS: 15 13,111.59

MANUAL CHECKS:
PRINTED MANUAL CHECKS:
DIRECT DEPOSIT MANUAL CHECKS:
VOIDED CHECKS:
NON CHECKS:
TOTAL CHECKS: 22 15,635.82

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

\*\* END OF REPORT \*\*



May 2013 Statement 04/10/2013 - 05/09/2013 CITY OF FALCON HEIGHT (CPN 001055690)

Cardmember Service ( 1-866-485-4545

Page 2 of 2

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Payments and Other Credits

Notation

Amount

\$463.00cm \$463.00cm

PAYMENT THANK YOU 0234 04/21 04/22 2013 Totals Year-to-Date

Total Fees Charged in 2013 Total Interest Charged in 2013

\$0.00

# Interest Charge Calculation

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

\*\*APR for current and future transactions.

Balance Subject to Balance

Annual Percentage Interest

Expires with

Interest



## REQUEST FOR COUNCIL ACTION

Meeting Date	June 12, 2013
Agenda Item	Consent F2
Attachment	N/A
Submitted By	Michelle Tesser, Assistant to the City
	Administrator

Item	Approval of City Licenses
Description	The following individuals have applied for a Mechanical License for 2013. Staff has received the necessary documents for licensure.  1. Pronto Heating & A/C
Budget Impact	N/A
Attachment(s)	N/A
Action(s) Requested	Staff recommends that the Falcon Heights City Council approve the 2013 City License Applications.

Families, Fields and Fair



# REQUEST FOR COUNCIL ACTION

<b>Meeting Date</b>	June 12, 2013
Agenda Item	Consent F3
Title	Bulky Waste Recycling Project
Submitted By	Deborah Jones, Zoning & Planning Director

Item	Public Entity Bulk Waste Recycling Innovation Grant – Service agreements for project implementation				
Background	Ramsey County has awarded the Cities of Falcon Heights and Lauderdale a grant of up to \$100,000 for a joint project to create a pilot program for the collection and recycling of bulky waste, which includes items such as furniture, mattresses and appliances. Ramsey County requires one city to act as custodian of grant funds. Both cities have agreed that Falcon Heights will act in this capacity. Falcon Heights will receive the grant funds from Ramsey County and pay invoices for the project.				
	A Request for Proposals was issued to find a refuse hauler to handle the collection and delivery of materials to recycling centers. One proposal was received, from Tennis Sanitation LLC. Tennis currently serves as the recycling contractor for the City of Falcon Heights. The proposal was accepted by the two cities.				
	The next step is to execute a contract between the two cities, acting jointly, and Tennis Sanitation for hauling services during the implementation phase of the grant project. The full cost of services will be covered by the Ramsey County grant. If the grant funds are exhausted before the end of the implementation phase (around October 1, 2013), the program will be terminated.				
	The City of Falcon Heights, as the financial custodian for the grant funds, also needs to implement an agreement for professional services with Foth Infrastructure & Environment LLC, who will continue to serve as consultant on the project, budgeted for \$10,000. This budget line will also be covered entirely by the grant and has been approved by Ramsey County.				
	City Legal Staff has reviewed and approved both agreements.				
<b>Budget Impact</b>	In-kind contribution of staff time from Deb Jones of approximately 40 – 50 hours over the life of the project (April – October, 2013).				
Attachment(s)	<ul> <li>Bulky Waste Recycling Agreement with Tennis Sanitation.</li> <li>Agreement for Professional Services with Foth Infrastructure &amp; Environment</li> </ul>				
Action(s) Requested	Motion to approve (1) an agreement for hauling and recycling services between the Cities of Falcon Heights and Lauderdale and Tennis Sanitation, LLC, and (2) an agreement between the City of Falcon Heights and Foth Infrastructure and Environment, LLC, for consulting services on the grant project.				

Families, Fields and Fair

#### BULKY WASTE COLLECTION, RECYCLING AND DISPOSAL AGREEMENT

AGREEMENT dated	, 2013, by and between the <b>CITY OF</b>
FALCON HEIGHTS, a Minnesota municipal	corporation, the CITY OF LAUDERDALE, a
Minnesota municipal corporation (jointly "Citi	ies") and TENNIS SANITATION, L.L.C., a
Minnesota limited liability company ("Contrac	etor").

#### **RECITALS**

- A. The Cities desire to provide collection and recycling or disposal of bulky waste for the health, safety and welfare of their residents.
- B. The Contractor desires to provide bulky waste services to residents of the City of Falcon Heights and the City of Lauderdale.
- C. Ramsey County, through a Grant for Innovative Waste Management Practices, has provided funds for a pilot program for the collection and recycling or disposal of bulky waste.

# NOW THEREFORE, IN CONSIDERATION OF THEIR MUTUAL COVENANTS, THE PARTIES 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 forth verbatim and in full herein:
  - A. This Agreement.
  - B. Request for Proposals (RFP) for Bulky Waste Collection and Recycling or Disposal Services, April 12, 2013, and Addendum, April 18, 2013
  - C. Contractor's response to RFP dated May 1,2013

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 "C" having the last priority.

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

#### 3. **DEFINITIONS.**

- A. <u>Bulky Waste</u>: Means large items including all items that are too large, too valuable, or contain hazardous components such that they can not be collected with the normal refuse service. Bulky items include such materials as mattresses, bed box springs, sofas, couches, large appliances or "white goods" (e.g., refrigerator, freezer, washers, dryers), and other appliances (e.g., dehumidifiers, air conditioner). Bulky items shall not include, non-containerized garbage, loose and scattered trash. Other bulky item materials may be mutually agreed upon between the Cities and Contractor.
- B. <u>Missed Collection</u>: Means the failure of the Contractor to provide collection service to an assigned address on the scheduled collection day.

#### 4. CONTRACTOR'S COLLECTION REQUIREMENTS.

- A. <u>Bulky Waste Collection Program</u>. The Contractor shall collect bulky waste as required by the Cities.
  - (1) Bulky Waste collection shall occur one day per week.
  - (2) On or before 12:00 p.m. the day before collection the contractor will be notified of the addresses, bulky waste, and number of items to be collected.
  - (3) The contractor shall collect all bulky waste from assigned addresses on the designated collection day.
- B. <u>Bulky Waste Recycling Program</u>. The Cities' intent in this contract is to maximize the amount of recycling of bulky items.
  - (1) Every reasonable attempt shall be made to recycle all or part of the bulky items collected.
  - (2) Pursuant to Minnesota State Statutes and County ordinance and policies, the Contractor must arrange for delivery of all refuse or non-recyclable items collected under this Contract to be delivered to a mixed MSW resource recovery facility.
- C. <u>Collection Hours and Days</u>.

- (1) Collections must begin no sooner than 7:00 a.m. and shall be complete by 7:00 p.m. on scheduled collection day each week. The Contractor may request Cities authorization of exceptions to these time restrictions. The Contractor must request such exception from the Cities' Designated Contact Person via telephone or email, prior to the requested Collection event and specify the date, time and reason for the exception.
- (2) The Cities may, in their sole discretion, cancel pickup for a given week by notification to the Contractor by 12:00 noon on the day before scheduled collection. If collection is cancelled by the Cities in any given week, pickups requested of the Cities by residents are anticipated to be scheduled in the following week.
- D. <u>Holidays</u>. Collection of bulky waste is prohibited on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and any other holidays mutually agreed to by the Cities and Contractor. There may not be more than one holiday during a Collection week. When the scheduled collection day falls on a holiday, collection for that day shall be collected one day later.

#### E. <u>Weighing of Loads and Reporting Requirements</u>.

- (1) The Contractor shall keep accurate records consisting of an approved weight slip with the date, time, collection route, driver's identification, vehicle number, rate and gross weight, net weight and number of route stops for each loaded vehicle.
- (2) The Contractor shall complete each week and provide to the Cities, on a Cities provided form listing the pickup addresses, the bulky items picked up, where each item was recycled and/or where each item, or partial item, was disposed of.
- F. <u>Point of Collection</u>. Most residential bulky waste collection will occur at the same location from where the regular refuse is collected, generally the alleys where they exist and street curbside in other areas. The Cities in their sole discretion, may however recognize special circumstances of residents, and require collections at a location other than the regular refuse collection place.
- G. Ownership of Bulky Waste. All bulky waste set out for collection shall remain the responsibility and in the ownership of the person who set it out for collection until handled for collection by the Contractor. At the point of collection the bulky waste becomes the property of the Contractor. The Contractor shall report to the Cities any suspected scavenging or unauthorized removal of bulky waste.

- H. Route Management and Customer Service. The Contractor shall, at all times, provide the Cities with a lead route/driver supervisor who is accessible to the Contractor dispatch department via two way communications to handle route and collection issues in a timely fashion. The Route Supervisor and all collection vehicles must be equipped with 2-way communication devices.
- I. <u>Procedure for Unacceptable Materials, Hazardous Materials:</u> If the Contractor determines that a resident has set out materials that do not constitute Bulky Waste, or which are not on the list of collection items provided to the Contractor by the Cities:
  - (1) The driver shall record the address and report the addresses to the Contractor dispatcher, who must notify the City's Recycling Coordinator in the effected City of the addresses that same day.
  - (2) If the materials are deemed by the driver to be hazardous or a threat to safety, the driver shall report the address to the Contractor dispatcher, who shall notify the City's' Recycling Coordinator in the effected City of the addresses and the nature of the hazard immediately.
- J. Procedure for Complaints, Questions, Missed Collections. A complaint of service or missed collection is a complaint received by the Contractor from either the customer or Cities staff. If the report is for a missed stop and is received by the Contractor before 11:00 a.m. on a scheduled working day, the Contractor shall return to the complaint address and complete the collection. If the report is registered after 11:00 a.m. on a scheduled working day, the Contractor shall return to the complaint address by 12:00 noon the following working day.
- K. <u>Clean up Responsibilities</u>. The Contractor shall clean up any waste or material spilled or blown during the course of collection or hauling operations. All collection vehicles must be equipped with at least one broom and one shovel for use in cleaning up material spillage.
- L. <u>Non-Completion of Collection and Extension of Collection Hours</u>. The Contractor shall inform the effected City or Cities of the areas not completed, the reason for non-completion, and the expected time of completion.

#### M. <u>Vehicle Requirements</u>.

(1) The Contractor must obtain all pertinent licenses from the Federal, State and County and City governments. An annual report/update on licensing shall be submitted. The Contractor shall provide proof of current licensing and current MnDOT vehicle inspection reports upon request by the Cities, and on an annual basis.

1.

(2) All vehicles must be maintained in proper working condition and available for inspection by the Cities or County. The Contractor shall supply the Cities with copies of annual inspections on all vehicles per MnDOT requirements.

2.

(3) Vehicles should be equipped with a two-way radio or phone, warning flashers and signs, backup alarms, a first aid kit and a broom and shovel for spills, and the contractor's name and phone number prominently displayed on both sides of the vehicle.

3.

(4) Vehicles must be kept in good operating condition, comply with all State inspection requirements, and be kept neat in appearance. Generally this shall mean washed and painted regularly.

4.

- (5) In the event that a vehicle other than the type specified in the proposal is to be used, the contractor is required to notify the Cities as soon as possible prior to collection.
- N. <u>Collection Vehicle Equipment Requirements</u>. Each collection vehicle shall be equipped with the following:
  - (1) A two way communication system.
  - (2) A first aid kit.
  - (3) An approved 2A10BC dry chemical fire extinguisher.
  - (4) Warning flashers.
  - (5) Overhead strobe light.
  - (6) "Reverse" audio warning alarm to indicate movement in reverse.
  - (7) Signs on the rear of the vehicle which state "This Vehicle Makes Frequent Stops."
  - (8) A rear mounted video camera and cab monitor/screen to view operations occurring at the rear of the vehicle.
  - (9) Hazard flares and cones.
  - (10) A broom and a shovel for cleaning up spills.
  - (11) "Absorb" pillows or dry product adequate to absorb/contain any oil/liquid spill from collection vehicle.

All required equipment must be in proper working order at all times. All vehicles must be maintained in proper working order and be clean and free from odor as much as possible. All collection vehicles shall be uniformly painted and the paint shall be in good condition. The Contractor's name shall be clearly visible from all sides of the vehicle, along with the Contractor's phone number, and the vehicle ID number.

- O. <u>Driver Duties and Responsibilities</u>. The Contractor shall be responsible for ensuring that there is sufficient personnel and equipment to fulfill the requirements and specifications of this contract, and that all personnel are trained both in program operations and in customer service and insure that all personnel maintain a positive attitude with the public and in the work place and shall:
  - (1) Conduct themselves at all times in a courteous manner and use no abusive or foul language.
  - (2) Be clean and presentable in appearance, as so far as possible.
  - (3) Wear a uniform and employee identification badge or name tag.
  - (4) Drive in a safe and considerate manner.
  - (5) Perform their work in a neat and quiet manner, monitor for any spillage and be responsible for cleaning up any litter or breakage spilled in collection and hauling operations.
  - (6) Record all addresses that could not be collected and reasons, turn list into dispatch at end of each collection day with copies sent to Cities.
  - (7) Collect and transport bulky waste according to all existing laws and ordinances, and future amendments thereto, of the State of Minnesota and local governing bodies.
  - (8) Report all damage to property.
- **TERM AND TERMINATION.** The term of this agreement shall be from \_\_\_\_\_\_\_, 2013 through February 28, 2014.
  - A. <u>Extension</u>. The Cities in their sole discretion may extend this agreement for up two additional years, one or two years at a time. This action must be approved by the City Council of each City.
  - B. <u>Termination</u>. If in the Cities' sole discretion, the Contractor fails to perform this agreement diligently and on schedule or fails to reach mutual agreement where the terms of this agreement so specify, the Cities shall have the right to terminate this agreement. Prior to termination, the Cities shall give thirty (30) days written

notice identifying the basis of the intent to terminate. After the notice of intent to terminate has been served, both parties will attempt to reconcile their differences during the 30-day notice period. If after the 30-day notice period the basis of the intent to terminate has not been cured to the satisfaction of the Cities, the Cities may terminate this Agreement upon five (5) business days written notice serviced by certified mail, return receipt requested upon the Contractor, at the Contractor's last known address.

- C. <u>Cure of Failure</u>. Upon failure of the Contractor to fulfill any of its obligations under the agreement, the Cities may hire such persons, or assign City employees and equipment, as are necessary to cure or mitigate Contractor's failure; the costs of such action may be charged and deducted from monies due the Contractor, collected from the Contractor, or collected by other legal recourse.
- **6. RATE.** The Cities will pay the Contractor and the Contractor shall accept as payment for all services and goods rendered under the Contract Documents. The rate is not subject to annual adjustments.
- **7. PAYMENT.** Each City shall be invoiced separately by the Contractor. The Cities shall pay the contractor within thirty five (35) days of receipt of a properly itemized invoice.
- 8. PROMPT PAYMENT TO SUBCONTRACTORS. Pursuant to Minn. Stat. § 471.425, Subd. 4a, the Contractor must pay any subcontractor within ten (10) days of the Contractor's receipt of payment from the Cities 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.
- **9. PENALTY CLAUSE.** The Cities shall impose a \$100.00 per day penalty for violations in the terms of the agreement. The Cities shall inform the Contractor of the violation and allow the Contractor one working day to correct the violation. If the violation is not resolved to the satisfaction of the Cities, the penalty shall be subtracted from the Cities's monthly payment.
- **10. TAXES.** Contractor shall pay any taxes, of any nature, due, owing or levied in association with its services pursuant to this Agreement.
- 11. INSURANCE. Insurance secured by the Contractor shall be issued by insurance companies acceptable to the Cities and authorized to do business in Minnesota. The Contractor shall maintain insurance in the amounts shown below during the entire term of the Agreement. The Cities shall be named as an additional insured on the comprehensive general liability policy on a primary and non-contributory basis. Certificates of insurance acceptable to the Cities shall be provided to the Cities before any work under this Agreement may commence. The Contractor shall not allow any subcontractor to

commence work until all insurance has been obtained and copies have been filed and accepted by the Cities.

None of the insurance policies shall contain any provisions for exclusions from liability other than those provisions for exclusion from liability which form part of the standard basic unamended and unendorsed form of a policy, except that no exclusion shall be permitted if it conflicts with a coverage expressly required in this Agreement, and in addition, no policy shall contain any exclusion from bodily injury to, or sickness, disease, or death of any coverage under the contractual liability endorsement of the liability of the Contractor under this Agreement.

The Contractor and its sub-contractors shall secure and maintain the following insurance:

#### **5.** Workers Compensation Insurance:

6.

Workers Compensation insurance shall meet the statutory obligations as specified by the Minnesota Department of Occupational Health and Safety and federal law.

#### **Commercial General Liability Insurance:**

Bodily Injury: \$2,000,000 each occurrence

\$2,000,000 aggregate products and

completed operations

Property Damage: \$2,000,000 each occurrence

\$2,000,000 aggregate

Contractual Liability (identifying the contract):

Bodily Injury: \$2,000,000 each occurrence

Property Damage: \$2,000,000 each occurrence

\$2,000,000 aggregate

Personal Injury, with Employment Exclusion deleted:

\$2,000,000 aggregate

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

Bodily Injury: \$2,000,000 each occurrence

\$2,000,000 each accident

Property Damage: \$2,000,000 each occurrence

#### 7. Environmental Liability Insurance:

8.

The Contractor shall obtain and maintain environmental liability insurance of \$2,000,000 each occurrence in compliance with local, state and federal regulations for all matters related to in this Agreement. Contractor shall add the Cities as an additional insured under said insurance policy(s). The policy coverage shall include Environmental Impairment Liability. Contractor shall provide the Cities with appropriate documentation of the environmental liability insurance for verification upon written request from the Cities. The Contractor further indemnifies the Cities, its employees, agents and licensees from all liability related to hazardous contamination/pollution resulting from the acts of the Contractor, its employees or agents.

- 12. INDEMNIFICATION. Contractor agrees to defend, indemnify and hold harmless Cities and its elected officials, officers, employees, agents, and representatives, from and against any and all claims, costs, losses, expenses, demands, actions, or causes of action, including reasonable attorneys' fees and other costs and expenses of litigation, which may be asserted against or incurred by Cities or for which Cities may be liable in the performance of this Agreement, except those which arise solely from the negligence, willful misconduct, or other fault of Cities. Contractor shall defend the Cities against all claims arising out of the performance of this Agreement.
- **13.** CITIES' LIABILITY. Each City shall be liable for its own acts or omissions and those of its own employees and the results thereof to the extent authorized by law, and shall not be responsible for the acts of the other City, its agents or employees. It is understood and agreed that liability and damages arising from the Cities' acts and omissions are governed by the provisions of the municipal Tort Claims Act, Minn. Stat. Ch. 466, and other applicable laws. This Agreement shall not be construed as and does not constitute a waiver by either City of any conditions, exclusions or limitations on the City's liability provided by Minnesota Statutes, Chapter 466 or other applicable law. To the full extent permitted by law, this Agreement is intended to be and shall be construed as a "cooperative activity" and it is the intent of the Cities that they shall be deemed a "single governmental unit" for the purposes of liability, all as set forth in Minnesota Statutes. Section 471.59, subd. 1a(a); provided further that for purposes of that statute, each City expressly declines responsibility for the acts or omissions of the other City. In addition to the foregoing, nothing herein shall be construed to waive or limit any immunity from, or limitation on, liability available to either City, whether set forth in Minnesota Statutes, Chapter 466 or otherwise.
- **14. NOTICES.** All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or sent by overnight carrier to the following addresses:

If to Cities, to: City of Falcon Heights

2077 W. Larpenteur Avenue Falcon Heights, MN 55113

(651) 792-7600

City of Lauderdale 1891 Walnut Street Lauderdale, MN 55113 (651)-792-7650

If to Contractor, to: Tennis Sanitation, L.L.C.

720 4th Street

St. Paul Park, MN 55071

651-459-1887

15. SUCCESSORS AND ASSIGNS. This agreement is assignable only by agreement of the parties. If the Contractor is sold in whole or in part, the Cities reserve the right to negotiate a new agreement with any purchasers of the Contractor or its assets. The Cities reserve the right to declare this agreement null and void within thirty (30) days of such a sale and to negotiate a new agreement for bulky waste services with the new owner of the Contractor or its assets or through a request for proposals.

#### 16. MISCELLANEOUS.

- A. If the Cities are the prevailing party in any litigation arising hereunder the Cities shall be entitled to its reasonable attorneys' fees and court costs, including appeals, if any.
- B. This Agreement constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to this Agreement must be in writing and executed by both parties.
- C. This Agreement shall be construed in accordance with the laws of the State of Minnesota. Venue of any action shall be in Ramsey County.
- D. If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall remain in full force and effect.
- E. Nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the Contractor as the agent, representative or employee of the Cities for any purpose or in any manner whatsoever. The Contractor is to be and shall remain an independent contractor with respect to all services performed under this contract. Any and all personnel of the Contractor or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against the Contractor, its officers, agents, contractors or employees shall in no way be the responsibility of the Cities; and the Contractor shall defend, indemnify and hold the Cities, their officers, agents and employees harmless from any and all such claims regardless of any determination of any pertinent tribunal, agency, board, commission or court. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the Cities, including, without

limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Compensation, disability, severance pay and PERA.

- F. No claim for services furnished by the Contractor not specifically provided for herein shall be honored by the Cities. This includes but is not limited to the cost to transfer materials collected to a disposal site.
- G. Data Practices. Contractor their officers, agents, owners, partners, employees, volunteers and subcontractors shall abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 (MGDPA), and all other applicable state and federal laws, rules, regulations and orders relating to data privacy or confidentiality, and as any of the same may be amended. If Contractor creates, collects, receives, stores, use, maintains or disseminates data because it performs functions of the Cities pursuant to this Agreement, then Contractor must comply with the requirements of the MGDPA as if it was a government entity, and may be held liable under the MGDPA for noncompliance. Contractor agrees to defend, indemnify and hold harmless the Cities, their officials, officers, agents, employees, and volunteers from any claims resulting from Contractor's officers', agents', owners', partners', employees', volunteers', assignees' or subcontractors' unlawful disclosure and/or use of such protected data, or other noncompliance with the requirements of this section. Contractor agrees to promptly notify the Cities if it becomes aware of any potential claims, or facts giving rise to such, under the MGDPA. The terms of this section shall survive the cancellation or termination of this Agreement.

# 

#### PROFESSIONAL SERVICES AGREEMENT

**AGREEMENT** made this <u>1st</u> day of <u>May</u>, 2013, by and between the **CITY OF FALCON HEIGHTS**, a Minnesota municipal corporation ("City") and **FOTH INFRASTRUCTURE & ENVIROMENT**, **LLC**, a Minnesota limited liability company ("FOTH"), hereinafter referred to as "Engineer".

# IN CONSIDERATION OF THEIR MUTUAL COVENANTS THE PARTIES AGREE AS FOLLOWS:

- 1. SCOPE OF SERVICES. The City retains Engineer to furnish the services set forth on the attached Exhibit "A". The Engineer agrees to perform the services. Engineer shall provide all personnel, supervision, services, materials, tools, equipment and supplies and do all things necessary and ancillary thereto specified on Exhibit "A". The work to be performed under this Agreement shall be done under the review of a professional engineer licensed in the State of Minnesota, who shall attest that the work will be performed in compliance with all applicable codes and engineering standards. The work shall be performed in accordance with the Contract Documents, which includes this Agreement and the Exhibits: Exhibit "A" Scope of Services, Exhibit "B" Schedule of Payment and Fee Schedule. In the event any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the following order: (i) this Agreement; (ii) Exhibit "A", and (iii) Exhibit "B".
- **2. REPRESENTATIVES.** City has designated Deb Jones (the "City Representative"), and the Engineer has designated Dan Krivit (the "FOTH Representative"). The City Representative and the FOTH Representative shall be available as often as is reasonably necessary for reviewing the Services.
- **3. COMPENSATION.** Engineer shall be paid by the City for the services described in Paragraph 1 on an hourly basis in accordance with the attached fee schedule, Exhibit "B", but not to exceed \$10,000.00 inclusive of taxes, if any, and reimbursable costs.
- **4. COMPLETION DATE.** The Engineer must complete the services by February 28, 2014, however it is anticipated that work will be complete by December 31, 2013.
- **5. DOCUMENTS.** The City shall be the owner of all documents, reports, studies, analysis and the like prepared by the Engineer in conjunction with this contract.
- **6. COMPLIANCE WITH LAWS AND REGULATIONS.** In providing services hereunder, Engineer shall abide by all statutes, ordinances, rules and regulations pertaining to the provisions of services to be provided.
- 7. STANDARD OF CARE. Engineer shall exercise the same degrees of care, skill, and diligence in the performance of the Services as is ordinarily possessed and exercised by a professional engineer under similar circumstances. No other warranty, expressed or implied, is

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included in this Agreement. City shall not be responsible for discovering deficiencies in the accuracy of Engineer's services.

- **8. INDEMNIFICATION.** The Engineer shall indemnify and hold harmless the City, its officers, agents, and employees, of and from any and all claims, demands, actions, causes of action, including costs and attorney's fees, to the extent caused by the negligent acts or omissions of the Engineer.
- **9. INSURANCE.** Engineer shall secure and maintain such insurance as will protect Engineer from claims under the Worker's Compensation Acts, automobile liability, and from claims for bodily injury, death, or property damage which may arise from the performance of services under this Agreement. Such insurance shall be written for amounts not less than:

Commercial General Liability \$1,000,000 each occurrence/aggregate
Automobile Liability \$1,000,000 combined single limit
Excess/Umbrella Liability \$2,000,000 each occurrence/aggregate

The City shall be named as an additional insured on the general liability and umbrella policies.

The Engineer shall secure and maintain a professional liability insurance policy. Said policy shall insure payment of damages for legal liability arising out of the performance of professional services for the City, in the insured's capacity as Engineer, if such legal liability is caused by a negligent act, error or omission of the insured or any person or organization for which the insured is legally liable. Said policy shall provide minimum limits of \$1,000,000 with a deductible maximum of \$125,000 unless the City agrees to a higher deductible.

Before commencing work the Engineer shall provide the City a certificate of insurance evidencing the required insurance coverage in a form acceptable to the City. The certificate shall provide that such insurance cannot be cancelled until thirty (30) days after the City has received written notice of the insurer's intention to cancel this insurance.

- 10. INDEPENDENT CONTRACTOR. The City hereby retains the Engineer as an independent contractor upon the terms and conditions set forth in this Agreement. The Engineer is not an employee of the City and is free to contract with other entities as provided herein. Engineer shall be responsible for selecting the means and methods of performing the work. Engineer shall furnish any and all supplies, equipment, and incidentals necessary for Engineer's performance under this Agreement. City and Engineer agree that Engineer shall not at any time or in any manner represent that Engineer or any of Engineer's agents or employees are in any manner agents or employees of the City. Engineer shall be exclusively responsible under this Agreement for Engineer's own FICA payments, workers compensation payments, unemployment compensation payments, withholding amounts, and/or self-employment taxes if any such payments, amounts, or taxes are required to be paid by law or regulation.
- 11. SUBCONTRACTORS. Engineer shall not enter into subcontracts for services provided under this Agreement without the express written consent of the City. Engineer shall comply with Minnesota Statute § 471.425. Engineer must pay Subcontractor for all undisputed

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services provided by Subcontractor within ten days of Engineer's receipt of payment from City. Engineer must pay interest of 1.5 percent per month or any part of a month to Subcontractor on any undisputed amount not paid on time to Subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10.

- **12. ASSIGNMENT.** Neither party shall assign this Agreement, nor any interest arising herein, without the written consent of the other party.
- **13. WAIVER.** Any waiver by either party of a breach of any provisions of this Agreement shall not affect, in any respect, the validity of the remainder of this Agreement.
- 14. ENTIRE AGREEMENT. The entire agreement of the parties is contained herein. This Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties, unless otherwise provided herein.
- **15. CONTROLLING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.
- 16. COPYRIGHT. Engineer shall defend actions or claims charging infringement of any copyright or patent by reason of the use or adoption of any designs, drawings or specifications supplied by it, and it shall hold harmless the City from loss or damage resulting there from.
- 17. **RECORDS.** The Engineer shall maintain complete and accurate records of time and expense involved in the performance of services.
- 18. MINNESOTA GOVERNMENT DATA PRACTICES ACT. Engineer must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to (1) all data provided by the City pursuant to this Agreement, and (2) all data, created, collected, received, stored, used, maintained, or disseminated by the Engineer pursuant to this Agreement. Engineer 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 Engineer receives a request to release data, Engineer must immediately notify City. City will give Engineer instructions concerning the release of the data to the requesting party before the data is released. Engineer agrees to defend, indemnify, and hold City, its officials, officers, agents, employees, and volunteers harmless from any claims resulting from Engineer's officers', agents', city's, 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.
- 19. TERMINATION. This Agreement may be terminated by City on two (2) days' written notice delivered to Engineer at the address on file with the City. Upon termination under this provision if there is no fault of the Engineer, the Engineer shall be paid for services rendered

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and reimbursable expenses until the effective date of termination. If the City terminates the Agreement because the Engineer has failed to perform in accordance with this Agreement, no further payment shall be made to the Engineer, and the City may retain another engineer to undertake or complete the work identified in Paragraph 1.

FOTH INFRASTRUCTURE

		& ENVIRONMENT, LLC		
BY: _	Peter Lindstrom, Mayor	BY: <u>-</u>	Waren Shuras Its Client Director	_
BY:_	Bart Fischer, City Administrator/City Clerk	BY <u>:</u>	Its Vice President	_
Dated	· 2013	Dated	d· Tune 6	2013

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**CITY OF FALCON HEIGHTS** 

## **EXHIBIT "A"**

## SCOPE OF SERVICES

- 1. Technical and strategic assistance to the cities of Falcon Heights and Lauderdale, MN related to the pilot study of collection and recycling of "bulky" waste in the two cities.
- 2. Technical assistance with letters, data systems and logistics to roll out the pilot to the residents of each city.
- 3. Data analysis for the study.
- 4. Report-writing to summarize the findings of the study.
- 5. Up to two presentations of the study results (one presentation to each City Council).

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## **EXHIBIT "B"**

## SCHEDULE OF PAYMENT AND FEE SCHEDULE

ENGINEER's services will be provided on a time and materials basis using the rates currently used for ENGINEER's existing Technical Assistance Project for Ramsey County. ENGINEER will provide services related to this project up to the total budget allocation of \$10,000, inclusive of reimbursable costs, at which time services will be suspended unless additional funds are secured. Dan Krivit's hourly rate will be \$150; Susan Young's hourly rate will be \$120. Curt Hartog will serve as technical coordinator at a rate of \$140/hour; Debra Casmer will provide project management assistance at a rate of \$75/hour; Roni Oman will provide administrative assistance at a rate of \$68/hour.

ENGINEER will invoice the City for services monthly. Payments are due and payable thirty (30) days from the date of the ENGINEER's invoice.

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## REQUEST FOR COUNCIL ACTION

Meeting Date	June 12, 2013
Agenda Item	Consent F4
Attachment	Resolution No. 13-13
	Notice of Public Hearing
Submitted By	Bart Fischer, City Administrator

Item	Charter Schools Development Corporation Conduit Financing Bonds.
Description	The City has the authority to conduit issue bank-qualified, tax-exempt (501(c)3) bonds each year. In a conduit financing scenario, the City lends its authority to a qualified non-profit, tax-exempt entity, and can take an administrative fee in return for lending this authority.
	Charter Schools Development Corporation, through the City's bond attorney-Briggs & Morgan, has asked Falcon Heights to utilize its conduit bonding authority in order to refinance outstanding debt, the proceeds of which were used for the acquisition and renovations to a charter school facility located at 3810 East 56 <sup>th</sup> Street in Minneapolis.
	There is no financial risk or repayment liability to the City for allowing this, and the conduit bonding does not affect the City's bond rating. It will however, allow us to collect a .5% fee for the refinancing. They anticipate refinancing approximately \$8 million in bonds which would put the fee collected by the City at approximately \$40,000.
	The action requested tonight is to set a public hearing for the July 10, 2013, City Council meeting to authorize the refinancing of these conduit financing bonds.
Budget Impact	The action requested at this meeting, to set the public hearing date on this item, will not have an effect on the budget but the possible authorization of this refinancing deal on July 10, 2013, could bring in one-time revenue of approximately \$40,000 for the City.
Attachment(s)	Resolution No. 13-13 Notice of Public Hearing
Action(s) Requested	Staff recommends that the Falcon Heights City Council adopt Resolution No. 13-setting a public hearing on the refinancing of the Charter Schools Development Corporation Conduit Financing Bonds for the July 10, 2013, 7:00 pm Falcon Heights City Council meeting.

Families, Fields and Fair

## CITY OF FALCON HEIGHTS COUNCIL RESOLUTION

June 12, 2013

No. 13-13

RESOLUTION CALLING FOR A PUBLIC HEARING ON THE ISSUANCE OF EDUCATIONAL FACILITIES REVENUE NOTES AND AUTHORIZING THE PUBLICATION OF A NOTICE OF THE HEARING (CHARTER SCHOOLS DEVELOPMENT CORPORATION/HIAWATHA ACADEMIES PROJECT)

WHEREAS, Minnesota Statutes, Sections 469.152 through 469.1655, relating to municipal industrial development (the "Act"), gives municipalities the power to issue revenue obligations for the purpose of promoting the welfare of the state by the active attraction and encouragement and development of economically sound industry and commerce to prevent so far as possible the emergence of blighted and marginal lands and areas of chronic unemployment; and

WHEREAS, Falcon Heights, Minnesota (the "City"), has received from Charter Schools Development Corporation, a Minnesota nonprofit corporation and 501(c)(3) organization (the "Borrower"), a proposal that it undertake a program to finance the Project hereinafter described, through the issuance of revenue notes, in one or more series, or obligations (the "Notes") pursuant to the Act; and

WHEREAS, before proceeding with consideration of the request of the Borrower it is necessary for the City to hold a public hearing on the proposal pursuant to Section 147(f) of the Internal Revenue Code and Section 469.154, Subdivision 4, of the Act.

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

- 1. A public hearing on the proposal of the Borrower will be held at the time and place set forth in the form of Notice of Public Hearing attached hereto as Exhibit A. The general nature of the Project and an estimate of the aggregate principal amount of revenue notes or other obligations to be issued to finance the proposal are described in the Notice of Public Hearing.
- 2. The Administrator is hereby authorized and directed to cause notice of the hearing to be given one publication in the official newspaper of the City and also in a newspaper of general circulation available in the City, not less than 14 days nor more than 30 days prior to the date fixed for the hearing, substantially in the form of the attached Notice of Public Hearing.

Adopted by the City (	Council	of Falcon Heig	ghts, Minnesota	, this 12th day of June, 2013.
Moved by:			Approved by:	
				Peter Lindstrom, Mayor June 12, 2013
LINDSTROM		In Favor	Attested by: _	
GOSLINE			·	Bart Fischer
HARRIS		Against		City Administrator
LONG				June 12, 2013
MERCER-TAYLOR				

## **EXHIBIT A**

## NOTICE OF PUBLIC HEARING ON A PROPOSAL FOR THE ISSUANCE OF EDUCATIONAL FACILITIES REVENUE NOTES FOR THE HIAWATHA ACADEMIES PROJECT

Notice is hereby given that the City Council of the City of Falcon Heights, Minnesota (the "City") will meet at the at the City Hall located at 2077 Larpenteur Avenue West, Falcon Heights, Minnesota, at 7:00 p.m. on Wednesday, July 10, 2013, to consider the proposal of Charter Schools Development Corporation, a Minnesota nonprofit corporation and having federal income tax-exempt 501(c)(3) status (the "Borrower"), that the City assist in financing a project hereinafter described pursuant to Minnesota Statutes, Sections 469.152 to 469.1655, by the issuance of revenue notes, in one or more series (the "Notes").

The "Project" consists of (i) refinancing certain outstanding taxable indebtedness of the Borrower, the proceeds of which were used for the acquisition of and renovations to a charter school facility located at 3810 East 56<sup>th</sup> Street, Minneapolis, Minnesota ("Hiawatha Academies - Morris Park"); (ii) financing improvements to Hiawatha Academies - Morris Park consisting of new ceilings, a bathroom facility, kitchen ventilation work, maintenance of unit ventilators and radiators and resurfacing of the parking lot; and (iii) financing the acquisition, construction and renovation of a charter school facility located at 1611 East 46<sup>th</sup> Street, Minneapolis, Minnesota ("Hiawatha Academies - Northrup"), including an approximately 15,400 square foot addition to the existing building. The Project will be owned by the Borrower and leased to and operated by Hiawatha Academies, a Minnesota non-profit corporation having federal income tax-exempt 501(c)(3) status as a public (charter) school.

The maximum estimated principal amount of the Notes to be issued to finance the Project is \$8,000,000.

The Notes if and when issued will not constitute a charge, lien or encumbrance upon any property of the City, except the Project, and such obligations will not be a charge against the general credit or taxing powers of the City but will be payable from sums to be paid by the Borrower pursuant to a revenue agreement.

A draft copy of the proposed application to the Minnesota Department of Employment and Economic Development for approval of the Project, together with all attachments and exhibits thereto, is available for public inspection, during normal business hours, Monday through Friday, in the office of the Administrator, in the City Hall.

At the time and place fixed for the Public Hearing, the City Council will give all persons who appear at the hearing an opportunity to express their views with respect to the proposal. Written comments will be considered if submitted at the above City office on or before the date of the hearing.



## REQUEST FOR COUNCIL ACTION

Meeting Date	June 12, 2013
Agenda Item	Consent F5
Attachment	Resolution 13-14
Submitted By	Bart Fischer, City Administrator

Item	Performance Measurement Program
Description	In 2010, the Minnesota Legislature created the Council on Local Results and Innovation. In February 2011, the Council released a standard set of ten performance measures for counties and ten performance measures for cities that aid residents, taxpayers, and state and local elected officials in determining the efficacy of counties and cities in providing services, and measure residents' opinions of those services. Cities and counties that choose to participate in the new standards measure program may be eligible for a reimbursement in Local Government Aid and exemption from levy limits.
	The two requirements of continuing in the program for the City of Falcon Heights is to pass a resolution annually acknowledging participation in the performance measurement program (attached resolution) and a measurement of how the city is doing from the residents. These items need to be completed between July 1st of each year. If you will remember, at last year's Ice Cream Social we conducted a survey of our residents, the results of which showed residents view the services of the City in a positive light.
	Staff is asking that Council adopt the attached resolution confirming our continued participation in the program. Staff can then provide the State Auditor's Office with a copy of the resolution and survey before July 1st in order to continue being a part of the performance measurement program.
Budget Impact	The per capita LGA reimbursement is relatively insignificant (\$.14 per capita, roughly \$745), but the benefits of obtaining a waiver of levy limits could be beneficial.
Attachment(s)	Resolution 13-14

Families, Fields and Fair

Action(s)	Staff recommends that the Falcon Heights City Council adopt the attached
Requested	Resolution 13-14 continuing the City of Falcon Heights' participation in the
	Performance Measurement Program.

## CITY OF FALCON HEIGHTS COUNCIL RESOLUTION

June 12, 2013

No. 13-14	

## RESOLUTION CONTINUING PERFORMANCE MEASUREMENT STANDARDS

WHEREAS, benefits to the City of Falcon Heights for participation in the Minnesota Council on Local Results and Innovation's comprehensive performance measurement program are outlined in MS 6.91 and include eligibility for a reimbursement as set by State statute; and

WHEREAS, any city/county participating in the comprehensive performance measurement program is also exempt from levy limits for taxes, if levy limits are in effect; and

WHEREAS, the City Council of Falcon Heights has adopted and implemented at least10 of the performance measures, as developed by the Council on Local Results and Innovation, and a system to use this information to help plan, budget, manage and evaluate programs and processes for optimal future outcomes; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of Falcon Heights will continue to report the results of the performance measures to its citizenry by the end of the year through publication, direct mailing, posting on the city's website, or through a public hearing at which the budget and levy will be discussed and public input allowed.

BE IT FURTHER RESOLVED, the City Council of Falcon Heights will submit to the Office of the State Auditor the actual results of the performance measures adopted by the city.

Adopted by the City C	Council (	of Falcon Hei	ghts, Minnesota,	this 12th day of June, 2013.
Moved by:			Approved by: _	
				Peter Lindstrom, Mayor June 12, 2013
LINDSTROM		In Favor	Attested by:	
GOSLINE			·	Bart Fischer
HARRIS		Against		City Administrator
LONG				June 12, 2013
MERCER-TAYLOR				



## REQUEST FOR COUNCIL ACTION

Meeting Date	June 12, 2013
Agenda Item	Consent F6
Attachment	Capitol Region Watershed District
	Agreement
Submitted By	Kristine Giga, Civil Engineer

Item	Approve the Joint Powers Agreement for the 2013 Pavement Management Project
Description	The City's 2013 Pavement Management Project falls within three subwatersheds: Curtiss Pond, Gottfried's Pit and Como Lake. Because the street improvement project is a mill and overlay, and does not trigger the need for a Capitol Region Watershed District (CRWD) permit, staff approached the CRWD about a potential cost share to construct storm water improvements. This project represents an excellent opportunity to implement significant water quantity and quality practices on streets in the City that will not see major construction work for over 20 years after this project is completed.
	CRWD staff and board reviewed the project, and agreed to partner with the City to incorporate water quantity and quality practices into the project. The following storm sewer improvements and best management practices (BMPs) are being constructed as a part of this project:  • underground infiltration trench on Albert Street from California Avenue to Larpenteur Avenue;  • underground infiltration trench on Arona Street from Idaho Avenue to Hoyt Avenue;  • Storm sewer and infiltration areas at the intersections of Pascal Street and Iowa Avenue, Pascal Street and Idaho Avenue, Albert Street and Iowa Avenue, and Asbury Street and Crawford Avenue.  • Storm sewer extension on California Avenue alley ("Super America" alley)  • Catch basin replacements throughout the project area
Budget Impact	The costs to construct the storm water improvements on this project are \$339,000. As a part of this cost-share, the CRWD will contribute \$142,000 towards the project (approximately 40% of storm sewer costs), not to exceed \$156,200 with cost overruns. The City is responsible for the balance, or \$197,000, of the costs, which is anticipated to be funded with TIF.
Attachment(s)	Joint Powers Agreement
Action(s) Requested	Approve the Joint Powers Agreement for the 2013 Pavement Management Project.

Families, Fields and Fair

## JOINT POWERS AGREEMENT

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

## **Recitals**

## WITNESSETH:

WHEREAS, the CRWD and the City have been planning to bring about stormwater improvements as part of the City's 2013 Pavement Management Project (the Project); and

WHEREAS, the Project contemplates and includes stormwater best management practices and drainage improvements; and

WHEREAS, the Project has been finalized and financing participation developed; and

WHEREAS, these stormwater and drainage improvements are proposed at several locations at Albert St., Arona Ave., Pascal St., and Crawford Ave., See Exhibit "A"; and

WHEREAS, the City is planning to construct these improvements and commits \$197,000 towards the cost of these improvements; and

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

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

- 1. <u>Purpose</u>. The purpose of this Agreement is to define the funding shares, direction, management and control, contracting, supervision, and liability of the parties in connection with the Project.
- 2. <u>Funding</u>. Pursuant to lowest responsible bid received by the City and awarded on May 8, 2013 (See Exhibit "B) the estimate of the cost of the Project is \$339,000. The City shall be responsible for payment of the sum of \$197,000. The CRWD shall pay \$142,000, subject to the provisions of paragraph 3.
- 3. <u>Cost Overrun</u>. The City shall be responsible for any cost overrun. However, in the event actual design and construction costs exceed \$339,000, CRWD shall pay 10% of any additional expenses mutually agreed upon pursuant to paragraph 5, up to a maximum additional contribution of \$14,200. Regardless of actual cost, the CRWD's maximum contribution shall be \$156,200. The City shall be responsible for additional costs not paid by the Project Partners.
- 4. <u>Project Management</u>. The City shall manage and direct the Project on its own behalf. The City shall cause to be prepared all construction plans and specifications; shall prepare bid specifications and let the Project for public bidding; shall award the construction and related

contracts; shall enter into construction and other contracts on its behalf; and shall direct and manage completion of the Project.

- 5. Extra Work. All extra work orders or changes to the Project made during construction of the Project shall be subject to approval by change order in writing signed by both parties prior to such construction.
- 6. <u>Construction Permits</u>. Each party with relevant jurisdiction agrees to reasonably expedite any construction permits or other permits required for construction of the Project, and to grant the same in accordance with the applicable rules and procedures.
- 7. Records and Reports/Payment by City. All records and costs pertaining to the work to be performed under this Agreement shall be kept City in accordance with the established record keeping and accounting procedures. Upon completion of the work, the City will submit a payment request to the CRWD, payable in full within sixty (60) days of the billing date. City will provide any documentation or reports requested by CRWD.
- 8. <u>Maintenance and Safety During Construction</u>. Maintenance and public safety will be the responsibility of the City during the construction phase.
- 9. Employees. It is further agreed that any and all employees of the City and all other persons engaged by the City in the performance of any work or services required, volunteered, or provided for herein to be performed by the City, shall not be considered employees of CRWD, and that any and all claims that may arise under the Worker's Compensation Act of the State of Minnesota on behalf of said employees while so engaged, and any and all claims made by any third parties as a consequence of any act or omission on the part of said employees while so engaged on any of the work or services provided to be rendered herein, shall in no way be the obligation or responsibility of the City.
- 10. <u>Prior Agreements</u>. All previous agreements regarding stormwater improvements shall remain in effect after the improvements referred to in this Agreement are completed. This Agreement shall have no effect on these earlier maintenance agreements.
- 11. <u>Non-Discrimination</u>. The provisions of Minn. Stat. §181.59, and of any applicable local ordinance relating to Civil Rights and Discrimination, shall be considered a part of this Agreement as if fully set forth herein. This construction Agreement shall remain in effect until the time the construction contract is terminated by the City.
- 12. <u>Recitals</u>. The recitals in this Agreement are incorporated into the Agreement and constitute obligations and rights.
- 13. <u>Indemnification</u>. The City and CRWD agree that liability under this Agreement is controlled by Minn. Stat. §471.59, subd. 1a and that the total liability for the participating cities shall not exceed the limits on governmental liability for a single use of government as specified in §466.04, subd. 1. The City agrees to defend, indemnify, and hold harmless CRWD against any and all claims, liability, loss, damage, or expense arising under the provisions of this Agreement and caused by or resulting from negligent acts or omissions of the City or those of the City's employees or agents. Under no circumstances, however, shall a party be required to pay on behalf of itself and the other party any amount in excess of the limits on liability

established in Minnesota Statutes, Chapter 466, applicable to any one party. The limits of liability for both parties may not be added together to determine the maximum amount of liability for either party. The intent of this paragraph is to impose on each party a limited duty to defend and indemnify each other subject to the limits of liability under Minnesota Statutes, Chapter 466. The purpose of creating this duty to defend and indemnify is to simplify the defense of claims by eliminating conflicts among the parties and to permit liability claims against both parties from a single occurrence to be defended by a single attorney.

- 14. <u>Project Property Ownership</u>. Upon completion of the Project, all pipes, and other property utilized in connection with the Project shall be the property of the City, and CRWD shall have no interest in or claim thereto.
- 15. <u>Term</u>. This Agreement shall be effective when approved by the CRWD and the City. This Agreement shall expire and be of no further force or effect upon completion of the Project, except that the provisions of paragraphs 7 and 13 shall survive expiration of the Agreement.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed.

CITY OF FALCON HEIGHTS	CAPITOL REGION WATERSHED DISTRICT							
ByPeter Lindstrom Mayor	Joseph Collins, President Board of Managers							
By Bart Fischer City Administrator	By Mark Doneux Administrator							
Date	Date							
	Approved as to Form:							
	Assistant County Attorney							

EXHIBIT A
Map of Stormwater and Drainage Improvements for the Project

ADT (Future Yr) 203 DHV (Design Hr. Vol.)

(Directional Distr.)

(Heavy Commercial) = N/A % S \-Value 12 20 Year ESALS 91,000 HIS ROADWAY WAS RECONSTRUCTED

N/A Height of eye 3.5. Height of objects 0.5. N/A % Design speed not achieved at: N/A N/A % STA. NA TO STA. NA MPH NA 91.000 Design Load Z TON STRUCTED IN 1976 UNDER S.A.P. 124-104-01

CRAWFORD AVENUE DESIGN DESIGNATION: 7 TON
(S.A.P. NO. 124-030-002)
(S.A.P. NO. 124-030-002)
Functional Classification: LOW DENSITY COLLECTOR
No. of Traffic Ln. 2013 = 2 No. of Parking Lanes = 1
ADT (Current Yr) 2013 = 830 Design Speed = 30 MPH
ADT (Future Yr) 2033 = 1080 Based on STOPPING Sight Distance

Functional Classification: LC Functional Classification: LC No. of Traffic Ln. 2013 = ADT (Current Yr) 2013 = 2033

ALBERT STREET DESIGN DESIGNATION: 7 TON

124-030-002

LOW DENSITY COLLECTOR

٥ ا

AUI (Current Year) 2013 = 1800 ADT (Future Year) 2033 = 3050 DHV (Design Hr. Vol.) = N/A

T (Future Year) 2033 = 3050 Based on STOPPING Sight Distance IV (Design Hr. Vol.) = N/A Height of eye 3.5 Height of objects 0.5 (Directional Distr.) = N/A % Design speed not achieved at: N/A (Heavy Commercial) = N/A % STA. NA TO STA. NA MPH NA -Value 45 20 Year ESALS 232,000 Design Load Z TON IS ROADWAY WAS RECONSTRUCTED IN 1976 UNDER S.A.P. 124-101-05

ARONA STREET DESIGN DESIGNATION: 7 TON (S.A.P. NO. 124-030-002)

B/BLEC -

· · · · · UNDERGROUND ELECTRIC LINE

**UNDERGROUND TELEPHONE LINE** 

PROPOSED STORM SEWER LINE PROPOSED SANITARY SEWER LINE EXISTING STORM SEWER **EXISTING SANITARY SEWER**  EXISTING MANHOLE FOR SANITARY OR STORM SEWER

EXISTING HYDRANT & HYDRANT GATE VALVE

unctional Classification: LOW DENSITY COLLECTOR o. of Traffic Ln. 2013 =  $\frac{1}{2}$  No. of Parking Lanes =  $\frac{1}{2}$ 

Design Speed = 30 MPH

ADT (Future Yr) 203 DHV (Design Hr. Vol.)

(Directional Distr.)

N/A Height of eye 3.5' Height of objects 0.5'
N/A % Design speed not achieved at: N/A
N/A % STA. NA TO STA. NA MPH NA
56,000 Design Load Z TON

Based on STOPPING Sight Distance

Design Speed = 30 MPH

of Parking Lanes = 1

T (Heavy Commercial) = R-Value 60 20 Year ESALS

# MINNESOTA DEPARTMENT OF TRANSPORTATION CITY OF FALCON HEIGHTS, MINNESOTA

1800

· · · · · HOUSE NUMBER

公司

-----EXISTING CURB & GUTTER

· · · · PROPOSED CURB & GUTTER

EXISTING CATCH BASIN

· · · · · PROPOSED CATCH BASIN

# 2013 PAVEMENT MANAGEMENT PROJECT

SIDEWALK, BITUMINOUS SURFACING, BITUMINOUS RECLAMATION, CONCRETE CONSTRUCTION PLAN FOR: GRADING, AGGREGATE BASE, CONCRETE CURB & GUTTER REPAIR AND REPLACEMENT, STORM SEWER, ROAD

STRIPING AND OTHER RELATED WORK

**300000** 

GRAVEL **SUONIMUTIB** CONCRETE

¢

POWER POLE

BITUMINOUS RECLAIM BITUMINOUS MILL

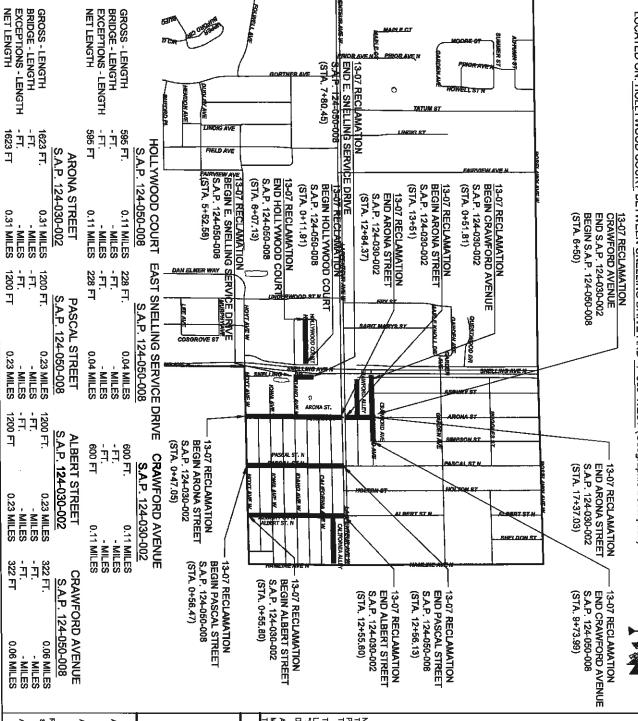
· · · · · DECIDUOUS TREE

CONIFEROUS TREES

· · · · · EXISTING GATE VALVE

EXISTING WATERMAIN

LOCATED ON: CRAWFORD AVENUE BETWEEN SNELLING AVENUE AND SIMPSON STREET (Geographic Description) LOCATED ON: ARONA STREET BETWEEN HOYT AVENUE AND CRAWFORD AVENUE (Geographic Description) LOCATED ON: HOLLYWOOD COURT BETWEEN SNELLING DRIVE AND +/- 500' WEST (Geographic Description) LOCATED ON: SNELLING SERVICE DRIVE BETWEEN IDAHO AVENUE AND +/- 500' NORTH (Geographic Description) LOCATED ON: ALBERT STREET BETWEEN HOYT AVENUE AND LARPENTEUR AVENUE (Geographic Description) LOCATED ON: PASCAL STREET BETWEEN HOYT AVENUE AND LARPENTEUR AVENUE (Geographic Description)



THE 2005 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION
"STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION" SHALL GOVERN. GOVERNING SPECIFICATIONS

COMPLIED WITH DURING CONSTRUCTION OF THIS PROJECT. ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS AND ORDINANCES WILL BE

ALL TRAFFIC CONTROL DEVICES AND SIGNING SHALL CONFORM TO THE MMUTCD, INCLUDING "FIELD MANUAL FOR TEMPORARY TRAFFIC CONTROL ZONE LAYOUTS", LATEST EDITION.

ĮCII.	
26 26 27 28 28 29 30 30 31 32 - 36 37 37 37 37 37 ARE SHOWN	1 7 A H
18-19 PLAN AND PROFILE - ALBERT STREET 20 INTERSECTION DETAILS-ALBERT STREET 21 REMOVALS PLAN - CRAWFORD AVENUE 22-23 PLAN AND PROFILE - CRAWFORD AVENUE 24 INTERSECTION DETAILS - CRAWFORD AVENUE 25 REMOVALS PLAN - CRAWFORD ALLEY AND 25 PLAN AND PROFILE - CRAWFORD ALLEY 26 PLAN AND PROFILE - CRAWFORD ALLEY 27 PLAN AND PROFILE - CALIFORNIA ALLEY 28 REMOVALS PLAN - HOLLYWOOD COURT, AND 28 EAST SNELLING SERVICE DRIVE 29 PLAN AND PROFILE - EAST SNELLING SERVICE DRIVE 30 PLAN AND PROFILE - EAST SNELLING SERVICE DRIVE 31 MISCELLANEOUS STOMP STANDARD PLANS 32 - 36 PEDESTRIAN CURB RAMP STANDARD PLANS 33 SIGNAL SYSTEM ASBUILT - LARPENTEUR AVE. AND ARONA STREET  PROJECT LOCATION  PROJECT LOCATION  O 15 30 60  SCALE IN FEET VERTICAL PLAN HORIZONTAL PLAN HORIZONTAL PROFILE  NOTES: THAT ARE SHOWN, MY NOT BE SHOWN ON THIS PLAN & THOSE THAT ARE SHOWN, MY NOT BE SHOWN ON THIS PLAN & THOSE THAT ARE SHOWN IN THE EXACT LOCATIONS.	

THE SUBSURFACE UTILITY INFORMATION IN THIS PLANSET IS UTILITY QUALITY LEVEL D. THE QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF THE CI/ASCE 38-2. ENTITLED "STANDARD GUILDLINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA".

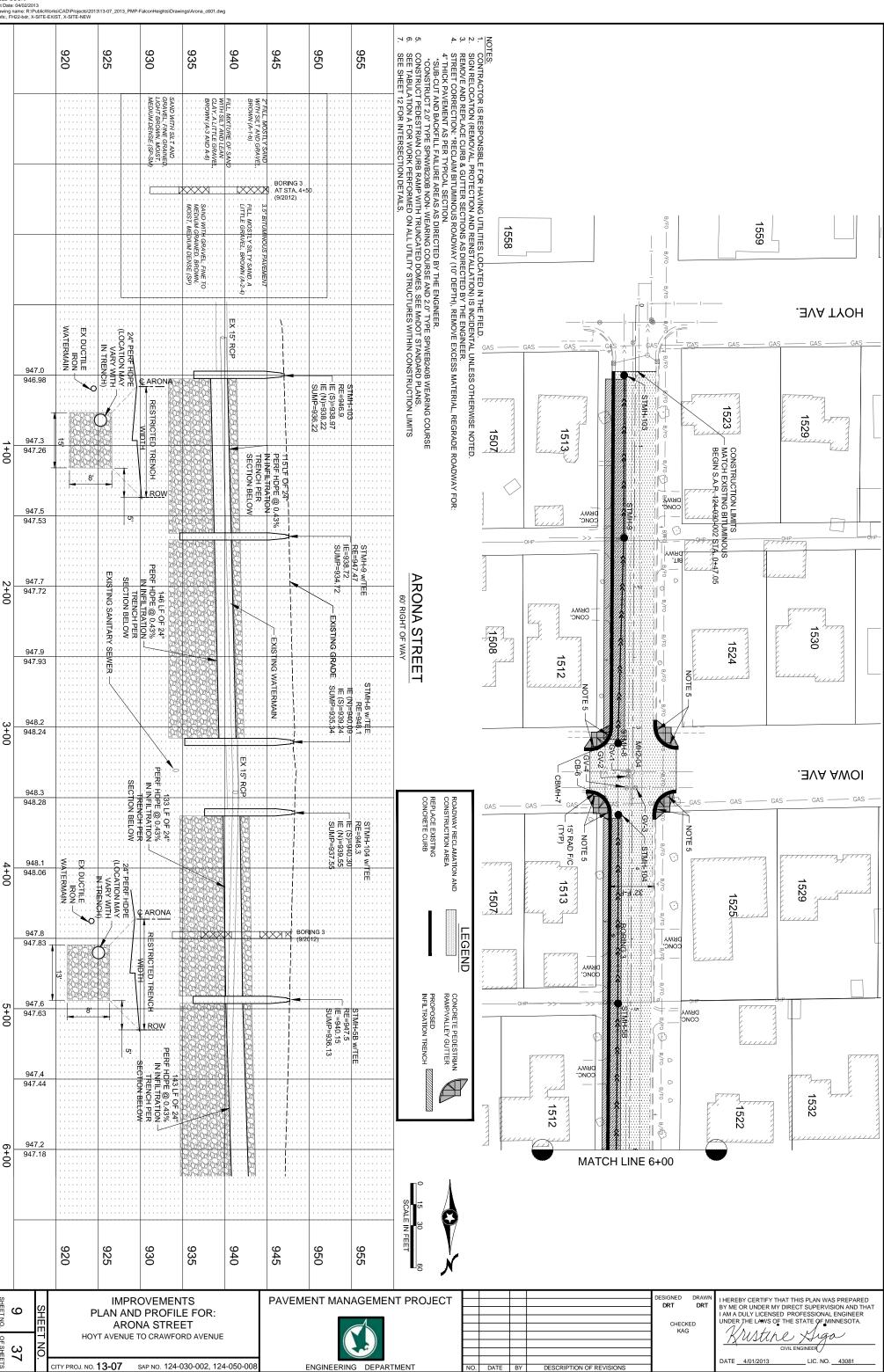
CONTRACTORS MUST CONTACT GOPHER STATE ONE BEFORE CONSTRUCTION BEGINS. TOLL FREE (800) 252-1166

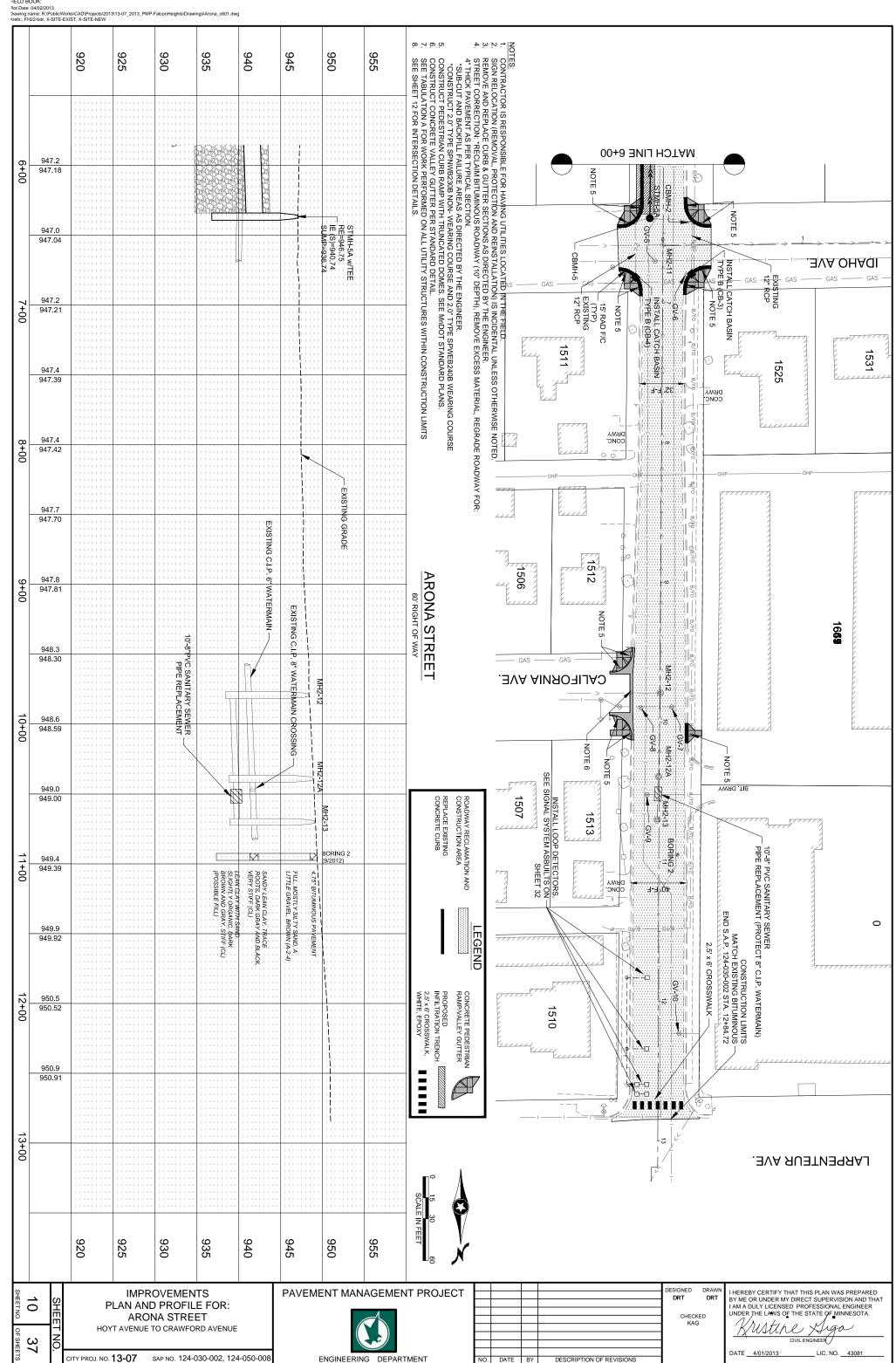
THIS PLAN CONTAINS 37 SHEETS

- MILES REVIEWED FOR COMPLIANCE STATE AID RULES/ POLICY APPROVED APPROVED PPROVED FOR STATE AID FUNDING I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA. SHEET <u>1</u> OF <u>37</u> SHEETS DATE 4 DATE 41

CITY OF ROSEVILLE ENGINEERING DEPT., 2660 CIVIC CENTER DRIVE, ROSEVILLE, MINNESOTA 55113, (651) 792-7003

S.A.P. NO. 124-050-008 S.A.P. NO. 124-030-002





CITY PROJ. NO. **13-07** 

SAP NO. 124-030-002, 124-050-008

ENGINEERING DEPARTMENT

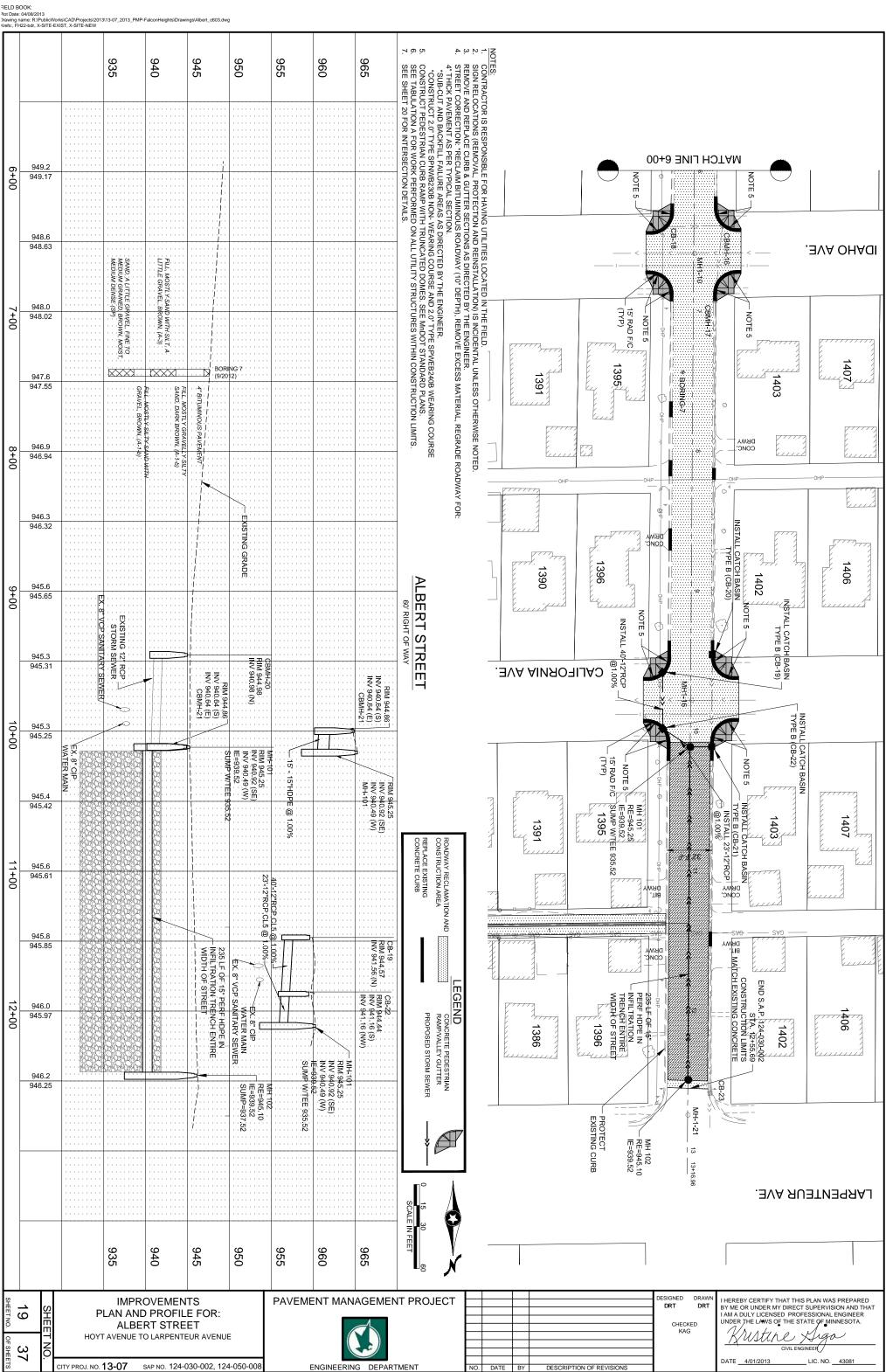
DESCRIPTION OF REVISIONS

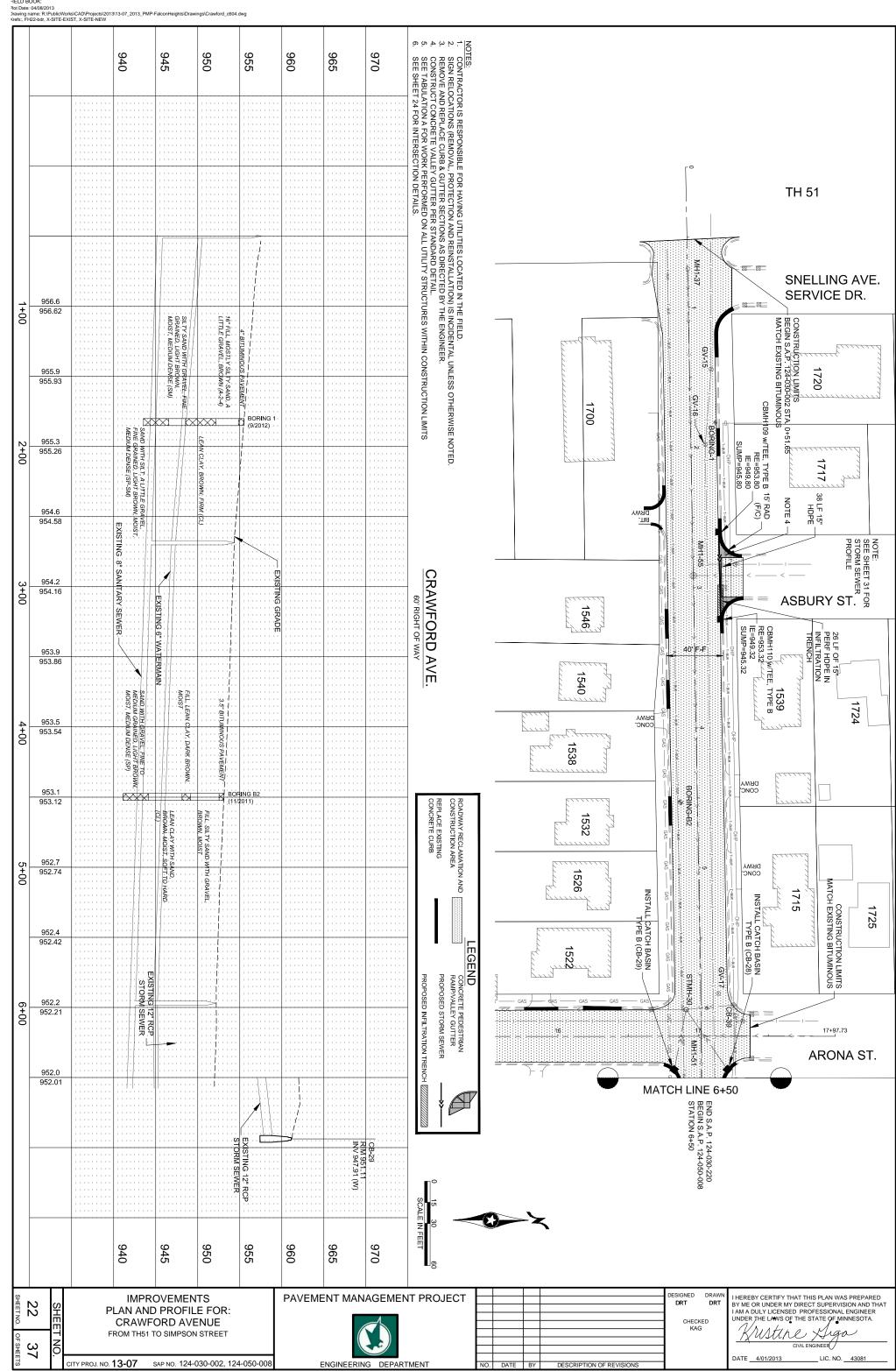
NO. DATE BY

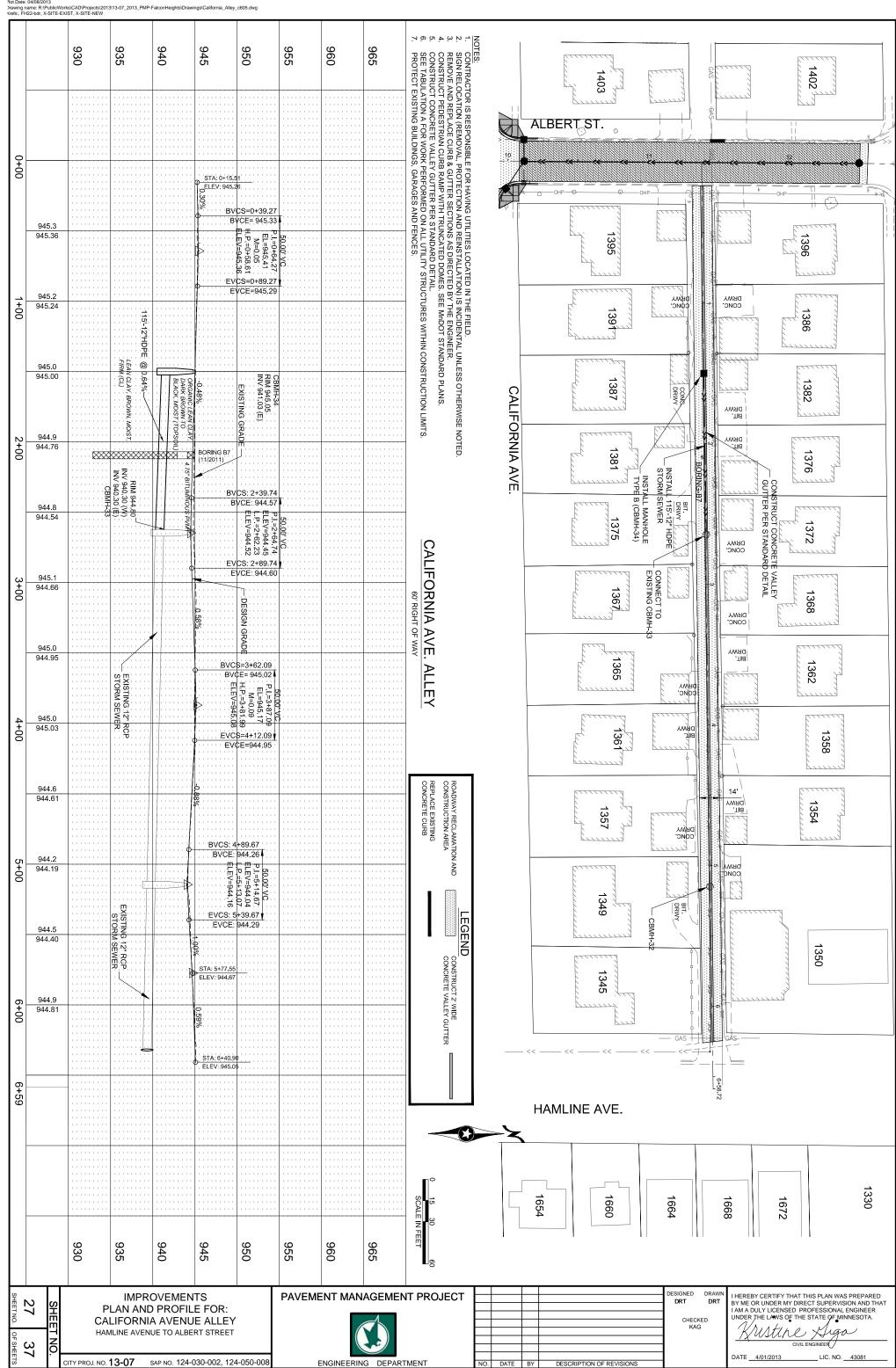
ENGINEERING DEPARTMENT

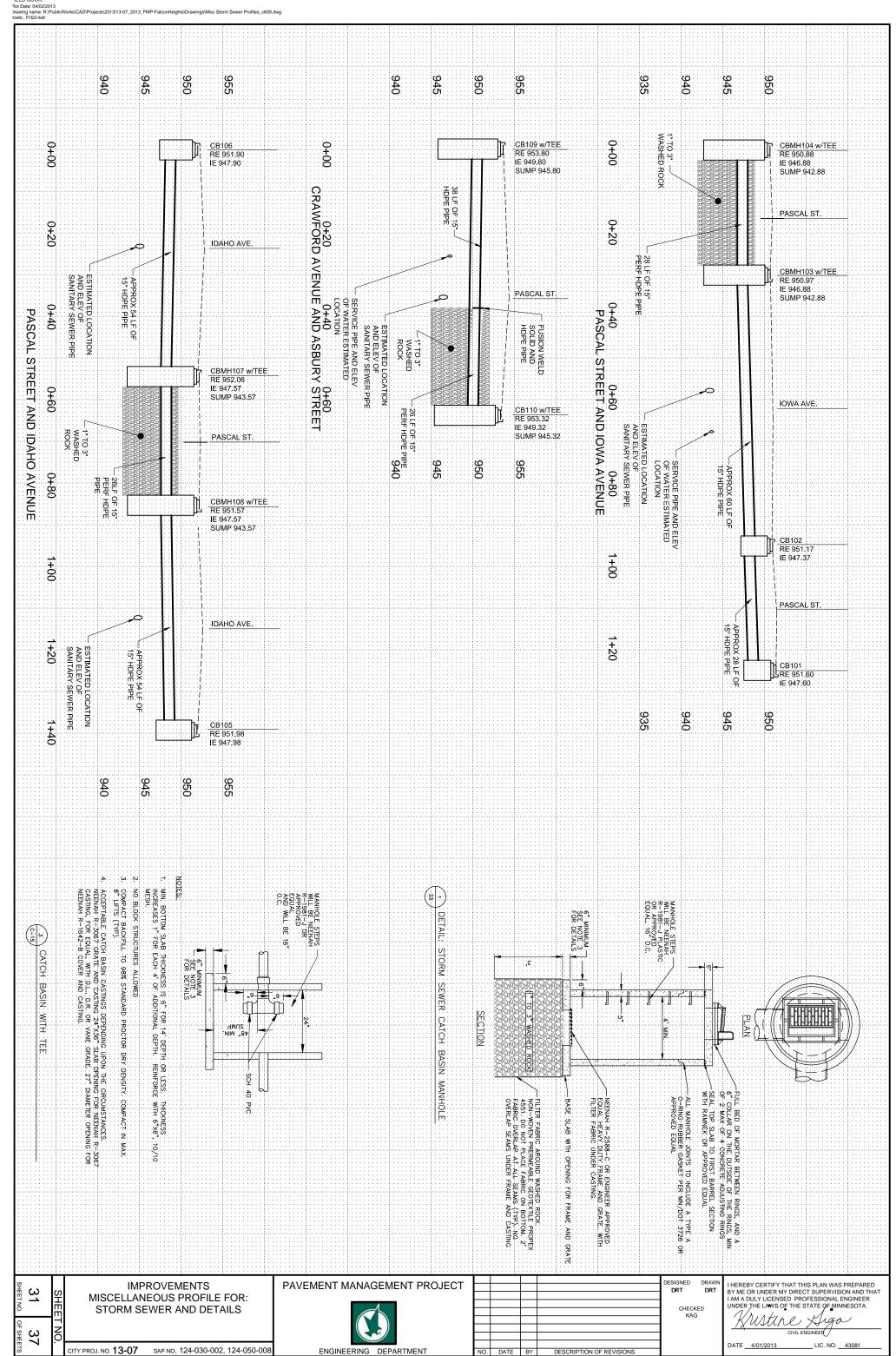
UNDER THE LAWS OF THE STATE OF MINNESOTA. PASCAL STREET CHECKED KAG Lliga HOYT AVENUE TO LARPENTEUR AVENUE 37 DATE 4/01/2013 SAP NO. 124-030-002, 124-050-008 CITY PROJ. NO. **13-07** ENGINEERING DEPARTMENT DESCRIPTION OF REVISIONS DATE BY

ENGINEERING DEPARTMENT









## EXHIBIT B Estimated Costs for Construction of the Project

Falcon Height	s Street Project Expenses and	Revenue
		Post Bid
4/30/2013		Estimate
Expenses		
	Construction	
	Low Bidder	\$289,000
	Change Order #1	·
	Subtotal	\$289,000
	Engineering	·
	Wenck Associates	\$25,000
	Roseville Engineering	\$25,000
	Total Expenses	\$339,000
		Amended
		Contribution
Revenue		
	Falcon Heights	\$197,000
	CRWD	\$142,000
	Total Revenue	\$339,000



## REQUEST FOR COUNCIL ACTION

Meeting Date	June 12, 2013
Agenda Item	Consent F7
Attachment	Payment #1
Submitted By	Kristine Giga, Civil Engineer

Item	Approve Payment #1 to T.A. Schifsky & Sons, Inc. for the 2013 Pavement Management
	Project
Description	On May 8, 2013, the City Council awarded the 2013 Pavement Management Project (PMP)
	to T.A. Schifsky & Sons, Inc.
	Payment #1 is in the amount of \$37,218.50 and includes the following work:
	Mobilization
	Traffic control
	Pavement reclamation
	Concrete removals (curb and gutter, sidewalk)
	<ul> <li>Storm sewer work (removals, new structures, pipe installation)</li> </ul>
Budget	This project is being funded from the following sources:
Impact	Special Assessments
	Municipal State Aid (MSA) dollars
	Tax increment financing (TIF)
	City funds (infrastructure, utility)
Attachment	Payment #1
7 ittaciiiiciit	Tayment "1
Action(s)	Approve Payment #1 to T.A. Schifsky & Sons, Inc. for the 2013 Pavement Management
Requested	Project.

Families, Fields and Fair

□ Engineering C	ору
$\ \square \ \text{Finance Copy}$	
☐ Contractor Co	οу

## CITY OF ROSEVILLE CONTRACT VOUCHER Contract Date: May 8, 2013

Payment No. : 1
Partial Payment

## 2013 Falcon Heights PMP

## **CONTRACTOR:**

T.A. Schifsky & Sons, Inc. 2370 Highway 36 E North Saint Paul, MN 55109 651-777-1313

\$1,033,858.22
3.8%
\$39,177.37
\$1,958.87
\$0.00

Payment Due This Voucher \$37,218.50

DATE:		
	City Administrator	
DATE:		
	City Engineer	
DATE:		
	Contractor's Representative	

## CITY OF FALCON HEIGHTS FH-13-07 2013 PAVEMENT MANAGEMENT PROJECT

## PAY ESTIMATE # 1 FOR WORK COMPLETED THROUGH 6/3/2013

2506.603	2506.602	2506.522	2506.522	2506.521	2506.502	2506.502	2506.502	2506.502	2504.602	2503.603	2503.603	2503.602	2503.511	2502.541	2502.541	2502.521	2360.502	2360.501	2360.501	2357.502	2331.604	2331.603	2231.501	2211.501	2123.610	2112.501	2105.604	2105.501	2105.501	2105.501	2104.603	2104.523	2104.523	2104.523	2104.513	2104.511	2104.505	2104.505	2104.505	2104.505	2104.501	2104.501	2101.502	2101.502	2021.501	ITEM NO.	
EXTRA DEPTH MANHOLE	CONNECT TO EXISTING STRUCTURE	ADJUST CATCHBASIN FRAME AND RING	ADJUST MANHOLE FRAME & RING	F & I MANHOLE COVER	RECONSTRUCT SANITARY OR STORM SEWER MANHOLE/CATCH BASIN	CONSTRUCT CATCH BASIN TYPE B W/CASTING	CONSTRUCT CATCH BASIN MANHOLE TYPE B W/CASTING	CONSTRUCT CB- MH TYPE B W/CASTING, SPECIAL STRUCTURE	ADJUST GATE VALVE	SANITARY SEWER REPAIR	12" HDPE SEWER PIPE	SANITARY SEWER SERVICE REPLACEMENT	12" RCP PIPE SEWER	24" PERFORATED HDPE STORM PIPE	15" PERFORATED HDPE STORM PIPE	15" DUAL WALL HDPE STORM PIPE	TRENCH EYCAYATION TRENCH EYCAYATION	TYPE SPWEAZ405 WEAKING COURSE MIX DRWY	TYPE SPWEB240B WEARING COURSE MIX	BITUMINOUS MATERIAL FOR TACK COAT	BITUMINOUS PAVEMENT RECLAMATION	SAW AND SEAL CONTROL JOINT IN BITUMINOUS PAVEMENT	BITUMINOUS PATCH MIXTURE	AGGREGATE BASE	STREET SWEEPER W/PICK UP BROOM	AGGREGATE GRADING AND COMPACTION	GEOTEXTILE FABRIC, TYPE 2 NON-WOVEN	SITE OF THE STATE	COMMON EXCAVATION (BITOMINOUS FAVEMENT RECLAMATION)	COMMON EXCAVATION (BITTIMINOTIS BAVEMENT BEGT AMATION)	SAWCUT AND REMOVE BIT. FOR CURB AND GUTTER REPLACEMENT	PIPE CROSSING	SALVAGE MH COVER	SALVAGE MH OR CB CASTING	SAWCUT BITUMINOUS PAVEMENT	SAWCUT CONCRETE PAVEMENT	REMOVE CONCRETE DRWY. PAVEMENT	REMOVE BITUMINOUS DRWY. PAVEMENT	REMOVE CONCRETE VALLEY GUTTER	REMOVE CONCRETE SIDEWALK	REMOVE CONCRETE CURB & GUTTER	REMOVE SEWER PIPE (STORM)	GRUBBING	CLEARING	MOBILIZATION (5% MAXIMUM)	ITEM DESCRIPTION	
LF	EACH	EACH	EACH	EACH	LF	EACH	EACH	EACH	EACH	LF	LF	EACH	LF	LF	LF	LF I	ION	TON	TON	GAL	SY	LF	TON	TON	HR	RDST	SY	C C	CV	S S	F	EACH	EACH	EACH	듀	LF	EVCH	SY	SY	SY	LF	LF	TREE	TREE	LS	UNIT	
\$ 123.60	\$ 1,339.00	\$ 185.40	\$ 607.70	\$ 195.70	\$ 1,009.40	\$ 1,957.00	\$ 2,873.70	\$ 2,472.00	\$ 242.05	\$ 224.54	\$ 24.72	\$ 2,420.50	\$ 31.93	\$ 69.01		\$ 25.75	9 02.00				\$ 0.75	\$ 2.50	\$ 85.00	\$ 11.00		19		\$ 14.43		\$ 12.36		\$ 721.00	\$ 20.60	\$ 51.50		\$ 1.50		\$ 2.00	\$ 3.40	\$ 3.45	\$ 2.25	\$ 8.24	\$ 200.00	\$ 200.00	\$ 42,000.00	UNIT PRICE	
22.71	9.00	12.00	23.00	19.00	2.00	14.00	17.00	1.00	15.00	10.00	145.00	2.00	127.00			256.00						6050.00		273.00			w	100.00					18.00			643.00				310.00	2906.00	570.00		6.00	1.00	EST. TOTAL QUANTITY	
\$	\$	\$	\$	\$	\$	<del>\$</del>	\$	S	<del>\$</del>	\$	\$	<del>\$</del>	\$	\$	<del></del>	<del>69</del> €	e e	e <del>0</del>	9 69	· <del>S</del>	· <del>59</del>	\$	<del>\$</del>	\$	\$	↔	<del>50</del> <del>5</del>	<b>→</b>	A 4	e <del>6</del>	÷ •	÷ ÷	\$	\$	<del>\$</del>	<del>60</del> 6	9 64	÷ ••	\$	\$	\$	\$	\$	\$	\$	EST. To	
2,806.96	12,051.00	2,224.80	13,977.10	3,718.30	2,018.80	27,398.00	48,852.90	2,472.00	3,630.75	2,245.40	3,584.40	4,841.00	4,055.11	37,265.40	10,910.79	6,592.00	61 060 05	2,240.00	192,512.00	4,384.00	16,974.00	15,125.00	5,525.00	3,003.00	9,450.00	13,147.95	10.413.30	1 442 00	736 90	3,176.52	238.96	721.00	370.80	721.00	3,759.00	964.50	3 050 00	234.00	394.40	1,069.50	6,538.50	4,696.80	1,200.00	1,200.00	42,000.00	EST. TOTAL COST	
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	PREVIOUS ESTIMATE	
\$0.00	00.08	00.0\$	00.08	\$0.00	00.08	\$0.00	00.08	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	00.0\$	00.0\$	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	00.08	\$0.00	\$0.00	\$0.00	00.0\$	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	00.08	\$0.00	\$0.00	PREVIOUS ESTIMATE	
0.00	1.00	0.00	0.00	0.00	0.00	2.00	2.00	1.00	0.00	0.00	62.00	0.00	40.00	0.00	60.00	0.00	0.00	0.00	0.00	0.00	9,394.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	86.60	205.10	1,262.30	32.00	0.00	0.00	0.15	QUANTITY COMPLETED TO DATE	
\$0.00	\$1,339.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,914.00	\$5,747.40	\$2,472.00	\$0.00	\$0.00	\$1,532.64	\$0.00	\$1,277.20	\$0.00	\$2,039.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,045.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$294.44	\$707.60	\$2,840.18	\$263.68	\$0.00	\$0.00	\$6,300.00	TOTAL AMOUNT	

## CITY OF FALCON HEIGHTS FH-13-07 2013 PAVEMENT MANAGEMENT PROJECT

\$39,177.37		\$0.00		\$ 1,033,858.22				TOTAL PROJECT COST	
\$0.00	0.00	\$0.00	0.00	\$ 21,760.00	680.00	\$ 32.00	SY	5" THICK CONCRETE PAVEMENT	2531.507
								CRAWFORD ALLEY ALTERNATE A (CONCRETE)	CRAWFORD /
\$0.00	0.00	\$0.00	0.00	\$ 865.20	210.00	\$ 4.12	SF	2.5' X 6' CROSSWALK MARKING WHITE EPOXY	2582.503
\$0.00	0.00	\$0.00	0.00	\$ 7,395.40		\$ 5.15	SY	MINERAL SOD, WITH 6" TOPSOIL	2575.604
\$0.00	0.00	\$0.00	0.00	\$ 1,019.70	3.00	\$ 339.90	EACH	2" BB RED MAPLE	2575.502
\$0.00	0.00	\$0.00	0.00	\$ 659.20	320.00	\$ 2.06	LF	FILTER LOG TYPE WOOD FIBER BIOROLL	2573.540
\$0.00	0.00	\$0.00	0.00	\$ 3,296.00	40.00	\$ 82.40	EACH	STORM DRAIN INLET PROTECTION	2573.530
\$0.00	0.00	\$0.00	0.00	\$ 941.70	730.00	\$ 1.29	LF	SILT FENCE	2573.502
\$0.00	0.00	\$0.00	0.00	\$ 9,270.00	12.00	\$ 772.50	EACH	PVC LOOP DETECTORS, 6' x 6'	2565.602
\$967.50	0.08	\$0.00	0.00	\$ 12,900.00	1.00	\$ 12,900.00	LS	TRAFFIC CONTROL	2563.601
\$856.84	27.64	\$0.00	0.00	\$ 57,381.00	1851.00	\$ 31.00	CY	1"-3" WASHED ROCK	2541.505
\$0.00	0.00	\$0.00	0.00	\$ 21,036.72	552.00	\$ 38.11	SF	TRUNCATED DOMES	2531.618
\$0.00	0.00	\$0.00	0.00	\$ 13,833.00	265.00	\$ 52.20	SY	6" CONCRETE-VALLEY GUTTER	2531.604
\$0.00	0.00	\$0.00	0.00	\$ 960.80	16.00	\$ 60.05	SY	8" THICK CONCRETE DRIVEWAY PAVEMENT	2531.507
\$0.00	0.00	\$0.00	0.00	\$ 12,338.00	248.00	\$ 49.75	SY	6" THICK CONCRETE DRIVEWAY PAVEMENT	2531.507
\$0.00	0.00	\$0.00	0.00	\$ 41,125.20	2391.00	\$ 17.20	LF	CONCRETE CURB & GUTTER DESIGN B-618, RANDOM	2531.501
\$0.00	0.00	\$0.00	0.00	\$ 5,412.65	515.00	\$ 10.51	LF	CONCRETE CURB & GUTTER DESIGN B-618	2531.501
\$0.00	0.00	\$0.00	0.00	\$ 27,648.06	5654.00	\$ 4.89	SF	4" CONCRETE SIDEWALK	2521.618
TO DATE TOTAL AMOUNT	QUANTITY COMPLETED TO DATE	AMOUNT PREVIOUS ESTIMATE	QUANTITY PREVIOUS ESTIMATE	EST. TOTAL COST	EST. TOTAL QUANTITY	UNIT PRICE (	UNIT	. ITEM DESCRIPTION	ITEM NO.
							1 6/3/2013	2013 PAVEMENT MANAGEMENT PROJECT PAY ESTIMATE # 1 FOR WORK COMPLETED THROUGH 6/3/2013	2013 PAVE

2013 Falcon Heights PMP Page 2 of 2



## REQUEST FOR COUNCIL ACTION

Meeting Date	June 12, 2013
Agenda Item	Policy G1
Attachment	Lawful Gambling Ordinance 13-03
Submitted By	Michelle Tesser, Assistant to the City
	Administrator

Item	Approve Amendment to Lawful Gambling Ordinance
Description	Recently, Staff was presented with a lawful (charitable) gambling request from the Lions Club to conduct lawful gambling at Stout's Pub. Through this process staff and city attorney, Roger Knutson discovered that the ordinance currently in our city's code is outdated and does not conform to current practices. City Attorney revised the ordinance to conform to recommended language from the League of MN Cities.
<b>Budget Impact</b>	N/A
Attachment(s)	Lawful Gambling Ordinance 13-03
Action(s) Requested	Staff recommends that the Falcon Heights City Council approve the amendments to the Lawful Gambling Ordinance 13-03.

Families, Fields and Fair

## **ORDINANCE NO. 13-03**

## CITY OF FALCON HEIGHTS RAMSEY COUNTY, MINNESOTA

## AN ORDINANCE REGULATING THE CONDUCT OF LAWFUL GAMBLING WITHIN THE CITY OF FALCON HEIGHTS, MINNESOTA

## THE CITY COUNCIL OF FALCON HEIGHTS ORDAINS:

**SECTION 1**. Section 30-4 of the Falcon Heights City Code is amended to provide as follows:

## Sec. 30-4 Regulating the Conduct of Lawful Gambling

## (a) PURPOSE

The purpose of this section is to regulate lawful gambling within the City of Falcon Heights, to prevent its commercialization, to insure the integrity of operations, and to provide for the use of net profits only for lawful purposes.

## (b) ADOPTION OF STATE LAW BY REFERENCE

The provisions of Minn. Stat. Ch. 349, as they may be amended from time to time, with reference to the definition of terms, conditions of operation, provisions relating to sales, and all other matters pertaining to lawful gambling are hereby adopted by reference and are made a part of this section as if set out in full. It is the intention of the Council that all future amendments of Minn. Stat. Ch. 349 are hereby adopted by reference or referenced as if they had been in existence at the time this section was adopted.

## (c) **DEFINITIONS**

In addition to the definitions contained in Minn. Stat. § 349.12, as it may be amended from time to time, the following terms are defined for purposes of this section:

LICENSED ORGANIZATION, as used in this section, means an organization licensed by the Board.

LOCAL PERMIT, as used in this section, means a permit issued by the city.

1

Doc. #170223v.1

RNK: 5/8/2013

TRADE AREA, as used in this section, means the corporate limits of the City and each contiguous city.

## (d) APPLICABILITY

This section shall be construed to regulate all forms of lawful gambling within the city except bingo conducted within a nursing home or a senior citizen housing project or by a senior citizen organization if the prizes for a single bingo game do not exceed Ten Dollars (\$10), total prizes awarded at a single bingo occasion do not exceed Two Hundred Dollars (\$200), no more than two (2) bingo occasions are held by the organization or at the facility each week, only members of the organization or residents of the nursing home or housing project are allowed to play in a bingo game, no compensation is paid for any persons who conduct the bingo, and a manager is appointed to supervise the bingo.

## (e) LAWFUL GAMBLING PERMITTED

Lawful gambling is permitted within the city provided it is conducted in accordance with Minn. Stat. §§ 609.75-.763, inclusive, as they may be amended from time to time; Minn. Stat. §§ 349.11-.23, inclusive, as they may be amended from time to time; and this section.

## (f) COUNCIL APPROVAL

Lawful gambling shall not be conducted unless approved by the Council, subject to the provisions of this section and state law.

## (g) APPLICATION AND LOCAL APPROVAL OF PREMISES PERMITS

- (1) Any organization seeking to obtain a premises permit from the Board shall file with the City Clerk an executed, complete duplicate application, together with all exhibits and documents accompanying the application as will be filed with the Board.
- (2) Upon receipt of an application for issuance of a premises permit, the City Clerk shall transmit the application to the Chief of Police for review and recommendation.
- (3) The Chief of Police shall investigate the matter and make the review and recommendation to the City Council as soon as possible, but in no event later than forty-five (45) days following receipt of the notification by the city.

- (4) The applicant shall be notified in writing of the date on which the Council will consider the recommendation.
- (5) The Council shall receive the police chief's report and consider the application within forty-five (45) days of the date the application was submitted to the City Clerk.
- (6) The Council shall by resolution approve or disapprove the application within sixty (60) days of receipt of the application.
- (7) The Council may deny an application for issuance or renewal of a premises permit for any of the following reasons:
  - a. Violation by the gambling organization of any state statute, state rule, or city section relating to gambling within the last three (3) years.
  - b. Violation by the on-sale establishment or organization leasing its premises for gambling of any state statute, state rule, or city section relating to the operation of the establishment, including, but not limited to, laws relating to alcoholic beverages, gambling, controlled substances, suppression of vice, and protection of public safety within the last three (3) years.
  - c. Lawful gambling would be conducted at premises other than those for which an on-sale liquor license has been issued.
  - d. An organization would be permitted to conduct lawful gambling activities at more than one (1) premises in the city.
  - e. More than one licensed organization would be permitted to conduct lawful gambling activities at one (1) premises.
  - f. Operation of gambling at the site would be detrimental to health, safety, and welfare of the community.

Otherwise, the Council may pass a resolution approving the application.

## (h) LOCAL PERMITS

- (1) No organization shall conduct lawful gambling excluded or exempted from state licensure requirements by Minn. Stat. § 349.166, as it may be amended from time to time, without a valid local permit. This section shall not apply to lawful gambling exempted from local regulation by Section 30-4(d).
- (2) Applications for issuance or renewal of a local permit shall be on a form prescribed by the city. The application shall contain the following information:
  - a. Name and address of the organization requesting the permit.
  - b. Name and address of the officers and person accounting for receipts, expenses, and profits for the event.
  - c. Dates of gambling occasion for which permit is requested.
  - d. Address of premises where event will occur.
  - e. Copy of rental or leasing arrangement, if any, connected with the event, including rent to be charged to the organization.
  - f. Estimated value of prizes to be awarded.
- (3) Upon receipt of an application for issuance or renewal of a local permit, the City Clerk shall transmit the notification to the Chief of Police for review and recommendation.
- (4) The Chief of Police shall investigate the matter and make review and recommendation to the City Council as soon as possible, but in no event later than 45 days following receipt of the notification by the city.
- (5) The applicant shall be notified in writing of the date on which the Council will consider the recommendation.
- **(6)** The Council shall receive the public safety department's report and consider the application within 45 days of the date the application was submitted to the City Clerk.

- (7) The Council may deny an application for issuance or renewal of a premises permit for any of the following reasons:
  - a. Violation by the gambling organization of any state statute, state rule, or city section relating to gambling within the last three (3) years.
  - b. Violation by the on-sale establishment, or organization leasing its premises for gambling, of any state statute, state rule, or city section relating to the operation of the establishment, including, but not limited to, laws relating to the operation of the establishment, laws relating to alcoholic beverages, gambling, controlled substances, suppression of vice, and protection of public safety within the last three (3) years.
  - c. The organization has not been in existence in the city for at least three (3) consecutive years prior to the date of application.
  - d. The organization does not have at least thirteen (13) active and voting members.
  - e. Exempted or excluded lawful gambling will not take place at a premises the organization owns or rents.
  - f. Exempted or excluded lawful gambling will not be limited to a premises for which an on-sale liquor license has been issued.
  - g. An organization will have a permit to conduct exempted or excluded lawful gambling activities on more than one (1) premises in the city.
  - h. More than one (1) licensed, qualified organization will be conducting exempted or excluded lawful gambling activities at any one (1) premises.
  - i. Failure of the applicant to pay the permit fee provided by subdivision 3 within the prescribed time limit.

j. Operation of gambling at the site would be detrimental to health, safety, and welfare of the community.

Otherwise the Council may approve the application.

(8) Local permits shall be valid for one (1) year after the date of issuance unless suspended or revoked.

## (i) REVOCATION AND SUSPENSION OF LOCAL PERMIT

- (1) A local permit may be revoked or temporarily suspended for a violation by the gambling organization of any state statute, state rule, or city section relating to gambling.
- (2) A local permit shall not be revoked or suspended until written notice and an opportunity for a hearing have first been given to the permitted person. The notice shall be personally served or sent by certified or registered mail. If the person refuses to accept notice, notice of the violation shall be served by posting it on the premises. Notice shall state the provision reasonably believed to be violated and shall also state that the permitted person may demand a hearing on the matter, in which case the permit will not be suspended until after the hearing is held. If the permitted person requests a hearing, the Council shall hold a hearing on the matter at least one week after the date on which the request is made. If, as a result of the hearing, the Council finds that an section violation exists, then the Council may suspend or revoke the permit.

## (j) LICENSE AND PERMIT DISPLAY

All permits issued under state law or this section shall be prominently displayed during the permit year at the premises where gambling is conducted.

## (k) NOTIFICATION OF MATERIAL CHANGES TO APPLICATION

An organization holding a state-issued premises permit or a local permit shall notify the city within ten (10) days in writing whenever any material change is made in the information submitted on the application.

## (I) LOCAL GAMBLING TAX

(1) A local gambling tax of three percent (3%) per year is imposed on the gross receipts of a Licensed Organization from all lawful gambling less prizes actually paid out by the Licensed Organization.

- (2) The tax shall be paid by the Licensed Organization on a monthly basis and shall be reported on a copy of the monthly gambling activity summary and tax return filed with the Minnesota Department of Revenue. The report shall be an exact duplicate of the report filed with the Department, without deletions or additions, and must contain the signatures of organization officials as required on the report form.
- (3) The tax return and payment of the tax due must be postmarked, or, if hand-delivered, received in the office of the City Clerk, on or before the last business day of the month following the month for which the report is made.
- (4) An incomplete tax return will not be considered timely filed unless corrected and returned by the due date for filing.
- (5) Interest shall be charged at a rate of eight percent (8%) on all overdue taxes owed by the organization under this Section.

## (m) CONTRIBUTION OF NET PROFITS TO FUND ADMINISTERED BY CITY

- (1) Each organization licensed to conduct lawful gambling within the city pursuant to Minn. Stat. § 349.16, as it may be amended from time to time, shall contribute ten percent (10%) of its net profits derived from lawful gambling in the city to a fund administered and regulated by the city without cost to the fund. The city shall disburse the funds for charitable contributions as defined by Minn. Stat. § 349.12, subd. 7a, as it may be amended from time to time.
- (2) Payment under this section shall be made on the last day of each month.
- (3) The city's use of such funds shall be determined at the time of adoption of the city's annual budget or when the budget is amended.

## (n) DESIGNATED TRADE AREA

(1) Each organization licensed to conduct gambling within the city shall expend seventy five percent (75%) of its lawful purpose expenditures on lawful purposes conducted within the city's Trade Area.

(2) This section applies only to lawful purpose expenditures of gross profits derived from gambling conducted at a premises within the city's jurisdiction.

## (o) RECORDS AND REPORTING

- (1) Organizations conducting lawful gambling shall file with the city clerk one copy of all records and reports required to be filed with the Board, pursuant to Minn. Stat. Chapter 349, as it may be amended from time to time, and rules adopted pursuant thereto, as they may be amended from time to time. The records and reports shall be filed on or before the day they are required to be filed with the Board.
- (2) Organizations licensed by the Board shall file a report with the city proving compliance with the trade area spending requirements imposed by this Section. Such report shall be made on a form prescribed by the city and shall be submitted annually.

## **SECTION 2. EFFECTIVE DATE**

This ordinance is effective immediately upon passage.		
ADOPTED this day of Minnesota.	, 2013, by the City Council of Falcon Heights,	
	CITY OF FALCON HEIGHTS	
	BY:	
	Peter Lindstrom, Mayor	
ATTEST:		
Bart Fischer, City Administrator/Clerk	<u></u>	