

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

AGENDA
June 10, 2009

- A. CALL TO ORDER: 7:00 PM
- B. ROLL CALL: LINDSTROM ____ HARRIS ____ KUETTEL ____
LONG ____ MERCER-TAYLOR ____
MILLER ____
- C. PRESENTATIONS:
- D. APPROVAL OF MINUTES: May 27, 2009
- E. PUBLIC HEARINGS:
 - 1. MS4 Permit Presentation and Public Hearing- Addendum
- F. CONSENT AGENDA:
 - 1. General Disbursements through 6/4/09: \$108,703.63
Payroll through 5/28/09: \$15,822.12
 - 2. City License Renewal
 - 3. Appoint to Human Rights Commission
 - 4. Variance request for 1496 Larpenteur Avenue
- G: POLICY ITEMS
 - 1. 2010-2011 Police Contract with the St. Anthony Police Department
 - 2. Resolution Awarding Bids for 2009 Contract A
- H. INFORMATION/ANNOUNCEMENTS:
- I. COMMUNITY FORUM:
- J. ADJOURNMENT:

If you have a disability and need accommodation in order to attend this meeting, please notify City Hall 48 hours in advance between the hours of 8:00 a.m. and 4:30 p.m. at 651-792-7600. We will be happy to help.

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Regular Meeting of the City Council
City Hall
2077 West Larpenteur Avenue

AGENDA
May 27, 2009

- A. CALL TO ORDER: 7:00 PM
- B. ROLL CALL: LINDSTROM HARRIS KUETTEL
LONG MERCER-TAYLOR
MILLER
- C. PRESENTATIONS:
 - 1. Luke Mielke Eagle Scout Project- Community Park Bat Houses
- D. APPROVAL OF MINUTES: May 13, 2009 APPROVED
- F. PUBLIC HEARINGS:
- F. CONSENT AGENDA: KUETTEL MOVED APPROVAL 4-0
 - 1. General Disbursements through 5/21/09: \$46,406.44
Payroll through 5/15/09: \$14,324.36
 - 2. City License Renewal
 - 3. Commission Appointment
- G: POLICY ITEMS MERCER-TAYLOR MOVED APPROVAL 4-0
 - 1. Grant Agreement with Capitol Region Watershed District
- K. INFORMATION/ANNOUNCEMENTS:
- L. COMMUNITY FORUM:
- M. ADJOURNMENT: ADJOURNED AT 7:25PM

ITEM: **MS4 Permit Presentation and Public Hearing**

SUBMITTED BY: **Tim Pittman, Parks and Public Works Director**

EXPLANATION:

According to state statute, cities are required to publicize and hold a public hearing on the municipal storm water prevention plan. Municipal permits are granted under the Municipal Separate Storm Sewer System or MS4 program. Falcon Heights falls under the obligations of the program, and the hearing and presentation fulfills these requirements.

No formal action is needed.

CONSENT F1
6/10/09

ITEM: **General Disbursements and Payroll**

SUBMITTED BY: **Roland Olson, Finance Director**

REVIEWED BY: **Justin Miller, City Administrator**

EXPLANATION:

General Disbursements through 6/4/09: \$108,703.63

Payroll through 5/28/09: \$15,822.12

ATTACHMENTS:

General disbursements and payroll

ACTION REQUESTED:

Approval

PACKET: 00318 PAYABLES MAY 22-JUNE 4
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
=====							
01-00867	ALBRECHT ENTERPRISES						
I-10018460		CUT OFF RISER	8.20				
5/30/2009	APBNK	DUE: 5/30/2009 DISC: 5/30/2009		1099: N			
		CUT OFF RISER		101 4131-87010-000	CITY HALL MAINTENANCE		8.20

I-10018527		IRRIGATION PARTS	85.19				
6/02/2009	APBNK	DUE: 6/02/2009 DISC: 6/02/2009		1099: N			
		IRRIGATION PARTS		101 4131-87010-000	CITY HALL MAINTENANCE		85.19
		=== VENDOR TOTALS ===	93.39				
=====							

01-00800 ALLIED WASTE SERVICES							
I-200906021816		JUNE/09 WASTE REMOVAL	228.80				
6/02/2009	APBNK	DUE: 6/02/2009 DISC: 6/02/2009		1099: N			
		JUNE/09 WASTE REMOVAL		101 4131-82010-000	WASTE REMOVAL		228.80
		=== VENDOR TOTALS ===	228.80				
=====							

01-00250 AMERIPRIDE LINEN&APPAREL							
I-1000200368		LINEN CLEANING	35.35				
6/03/2009	APBNK	DUE: 6/03/2009 DISC: 6/03/2009		1099: N			
		LINEN CLEANING		101 4124-82011-000	LINEN CLEANING		35.35
		=== VENDOR TOTALS ===	35.35				
=====							

01-00295 AVR, INC							
I-162		CONCRETE FOR SIDEWALK	825.38				
5/30/2009	APBNK	DUE: 5/30/2009 DISC: 5/30/2009		1099: N			
		CONCRETE FOR SIDEWALK		412 4412-92022-000	SIDEWALK PANELS		825.38
		=== VENDOR TOTALS ===	825.38				
=====							

01-00892 BEARCOM							
I-3858892		REPAIR PAGER	111.73				
5/30/2009	APBNK	DUE: 5/30/2009 DISC: 5/30/2009		1099: N			
		REPAIR PAGER		101 4124-87092-000	REPAIR RADIOS		111.73
		=== VENDOR TOTALS ===	111.73				

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-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-03123		CINTAS CORPORATION #470				
I-470287034		RUG SERVICE	39.47			
6/02/2009	APBNK	DUE: 6/02/2009 DISC: 6/02/2009		1099: N		
		RUG SERVICE		101 4131-87010-000	CITY HALL MAINTENANCE	39.47

I-470293992		RUG SERVICE	41.27			
6/02/2009	APBNK	DUE: 6/02/2009 DISC: 6/02/2009		1099: N		
		RUG SERVICE		101 4131-87010-000	CITY HALL MAINTENANCE	41.27
		=== VENDOR TOTALS ===	80.74			
=====						
01-06290		CITY OF ROSEVILLE				
I-0009594		JUNE/09 TECH SUPPORT	1,189.42			
6/02/2009	APBNK	DUE: 6/02/2009 DISC: 6/02/2009		1099: N		
		JUNE/09 TECH SUPPORT		101 4116-85070-000	TECHNICAL SUPPORT	1,189.42
		=== VENDOR TOTALS ===	1,189.42			
=====						
01-05119		GFOA				
I-200906021819		FUND BALANCE TNG SESSION	65.00			
6/02/2009	APBNK	MANUAL CK# 074907 6/02/2009		1099: N		
		FUND BALANCE TNG SESSION		101 4113-86100-000	CONFERENCES/EDUCATION/AS	65.00
		=== VENDOR TOTALS ===	65.00			
=====						
01-05166		GRAINGER, W. W., INC.				
I-200906021817		BULBS, LAMPS, BAGS, & PACKS	674.99			
6/02/2009	APBNK	DUE: 6/02/2009 DISC: 6/02/2009		1099: N		
		STREET LIGHT BULBS		101 4132-87120-000	STREET LIGHT MAINTENANCE	477.42
		3 LAMPS		101 4141-87120-000	FACILITIES & GROUND MAIN	65.40
		TRASH BAGS		101 4141-70100-000	SUPPLIES	82.42
		HOT PACKS		201 4201-70100-000	SUPPLIES	49.75
		=== VENDOR TOTALS ===	674.99			
=====						
01-05153		HOME DEPOT CRC/GECF				
I-200905301808		SUPPLIES	224.99			
5/30/2009	APBNK	DUE: 5/30/2009 DISC: 5/30/2009		1099: N		
		GATE LATCH		203 4203-70100-000	SUPPLIES	4.18
		POST FOR COMM GARDEN		203 4203-70100-000	SUPPLIES	14.66
		SUPPLIES		101 4131-70110-000	SUPPLIES	24.15
		SUPPLIES		101 4141-70100-000	SUPPLIES	24.15
		SHOP SUPPLIES		101 4131-70110-000	SUPPLIES	1.59
		SUPPLIES		101 4124-70100-000	SUPPLIES	15.02
		SUPPLIES		101 4132-70120-000	SUPPLIES	77.91
		SIDEWALK REPLACEMENT		419 4419-92005-000	SIDEWALK IMPROVEMENTS	63.33
		=== VENDOR TOTALS ===	224.99			

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POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-05512		LEAGUE OF MN CITIES				
I-130628		2009 MAYOR CONF REGISTRATION	350.00			
5/30/2009	APBNK	DUE: 5/30/2009 DISC: 5/30/2009		1099: N		
		2009 MAYOR CONF REGISTRATION		101 4111-86100-000	CONFERENCES/EDUCATION/TR	350.00
		=== VENDOR TOTALS ===	350.00			
=====						
01-07272		LILLIE SUBURBAN NEWSPAPER				
I-200906021814		NOTICE-1496 VARIANCE REQUEST	14.00			
6/02/2009	APBNK	DUE: 6/02/2009 DISC: 6/02/2009		1099: N		
		NOTICE-1496 VARIANCE REQUEST		101 4111-70410-000	LEGAL NOTICES	14.00
		=== VENDOR TOTALS ===	14.00			
=====						
01-05645		MARGOLIS BROTHERS				
I-10989		PLANT TWO LILAC TREES	1,550.00			
5/30/2009	APBNK	DUE: 5/30/2009 DISC: 5/30/2009		1099: N		
		PLANT TWO LILAC TREES		419 4419-86000-000	TREE PLANTING	1,550.00
		=== VENDOR TOTALS ===	1,550.00			
=====						
01-05555		MEDICS TRAINING				
I-8592		3 HOUR EMERGENCY MED TRN	525.00			
6/02/2009	APBNK	DUE: 6/02/2009 DISC: 6/02/2009		1099: N		
		3 HOUR EMERGENCY MED TRN		101 4124-86020-000	TRAINING	525.00
		=== VENDOR TOTALS ===	525.00			
=====						
01-05225		MELISSA WEBER-SANDERS				
I-200905301811		REFUND	30.00			
5/30/2009	APBNK	DUE: 5/30/2009 DISC: 5/30/2009		1099: N		
		REFUND		201 34310-000	RECREATION FEES	30.00
		=== VENDOR TOTALS ===	30.00			
=====						
01-05670		METRO PRODUCTS INC				
I-65806		SHOP SUPPLIES	157.55			
6/02/2009	APBNK	DUE: 6/02/2009 DISC: 6/02/2009		1099: N		
		SHOP SUPPLIES		101 4131-70110-000	SUPPLIES	157.55
		=== VENDOR TOTALS ===	157.55			

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-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-05665	METROPOLITAN COUNCIL					
I-0000898178		JUNE/09 S.S.	37,543.37			
5/30/2009	APBNK	DUE: 5/30/2009 DISC: 5/30/2009		1099: N		
		JUNE/09 S.S.		601 4601-85060-000	METRO SEWER CHARGES	37,543.37
=== VENDOR TOTALS ===			37,543.37			
=====						
01-05843	MN NCPERS LIFE INSURANCE					
I-200905301813		JUNE/09 LIFE INSURANCE-DEB	16.00			
5/30/2009	APBNK	DUE: 5/30/2009 DISC: 5/30/2009		1099: N		
		JUNE/09 LIFE INSURANCE-DEB		101 21709-000	OTHER PAYABLE	15.20
		JUNE/09 LIFE INSURANCE-DEB		206 21709-000	OTHER PAYABLE	0.80
=== VENDOR TOTALS ===			16.00			
=====						
01-07263	NEXTEL COMMUNICATIONS, INC					
I-200906021818		CELL PHONES APRIL 22-MAY 22	509.77			
6/02/2009	APBNK	DUE: 6/02/2009 DISC: 6/02/2009		1099: N		
		CELL PHONES APRIL 22-MAY 22		101 4121-85015-000	CELL PHONE	70.40
		CELL PHONES APRIL 22-MAY 22		101 4131-85015-000	CELL PHONE	12.11
		CELL PHONES APRIL 22-MAY 22		101 4141-85015-000	CELL PHONE	31.57
		CELL PHONES APRIL 22-MAY 22		101 4132-85015-000	CELL PHONE	7.29
		CELL PHONES APRIL 22-MAY 22		601 4601-85015-000	CELL PHONE	60.70
		CELL PHONES APRIL 22-MAY 22		602 4602-85015-000	CELL PHONES	65.48
		CELL PHONES APRIL 22-MAY 22		601 4601-85015-000	CELL PHONE	157.18
		CELL PHONES APRIL 22-MAY 22		101 4124-85015-000	CELL PHONE	105.04
=== VENDOR TOTALS ===			509.77			
=====						
01-06024	ON SITE SANITATION					
I-200906041823		PORTABLE TOILET	127.80			
6/04/2009	APBNK	DUE: 6/04/2009 DISC: 6/04/2009		1099: N		
		PORTABLE TOILET		601 4601-85080-000	PORTABLE TOILET PARKS	127.80
=== VENDOR TOTALS ===			127.80			
=====						
01-06988	BEVERLY H. PRICE					
I-200906031820		REFUND:COMM PARK RENTAL	81.75			
6/03/2009	APBNK	MANUAL CK# 074908 6/03/2009		1099: N		
		REFUND:COMM PARK RENTAL		101 34101-000	CITY FACILITY RENTAL	81.75
=== VENDOR TOTALS ===			81.75			

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POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-06184		RAMSEY COUNTY - 911 DISPATCH				
I-EMCOM-000533		MAY/09 911 DISPATCH	958.67			
5/30/2009	APBNK	DUE: 5/30/2009 DISC: 5/30/2009		1099: N		
		MAY/09 911 DISPATCH		101 4124-86700-000	EMERGENCY DISPATCH SVCS-	958.67
		=== VENDOR TOTALS ===	958.67			
=====						
01-05226		SERVICEMASTER OF MINNEAPOLIS				
I-22527		SEWER BACKUP CLEANUP	3,172.20			
6/02/2009	APBNK	DUE: 6/02/2009 DISC: 6/02/2009		1099: N		
		SEWER BACKUP CLEANUP		601 4601-87250-000	DAMAGE CLAIMS	3,172.20
		=== VENDOR TOTALS ===	3,172.20			
=====						
01-06535		SPEEDWAY SUPERAMERICA				
I-200905301810		FUEL	293.18			
5/30/2009	APBNK	DUE: 5/30/2009 DISC: 5/30/2009		1099: N		
		FUEL		101 4132-74000-000	MOTOR FUEL & LUBRICANTS	293.18
		=== VENDOR TOTALS ===	293.18			
=====						
01-07228		CITY OF ST ANTHONY				
I-2199		JUNE/08 POLICE SERVICES	48,187.50			
6/02/2009	APBNK	DUE: 6/02/2009 DISC: 6/02/2009		1099: N		
		JUNE/08 POLICE SERVICES		101 4122-81000-000	POLICE SERVICES	48,187.50
		=== VENDOR TOTALS ===	48,187.50			
=====						
01-00935		ST PAUL REGIONAL WATER SERVICE				
I-200905301812		H2O & S.S.	159.64			
5/30/2009	APBNK	DUE: 5/30/2009 DISC: 5/30/2009		1099: N		
		H2O		101 4131-85040-000	WATER	14.56
		S.S.		101 4131-85070-000	SEWER	16.00
		H2O		101 4141-85040-000	WATER	97.08
		S.S.		101 4141-85070-000	SEWER	32.00
		=== VENDOR TOTALS ===	159.64			

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POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-06585		THE OFFICE CLEANERS				
I-200906041821		MAY/09 CLEANING	420.68			
6/02/2009	APBNK	DUE: 6/02/2009 DISC: 6/02/2009		1099: N		
		MAY/09 CLEANING		101 4131-87010-000	CITY HALL MAINTENANCE	420.68
=== VENDOR TOTALS ===			420.68			
=====						
01-07901		WASTE MANAGEMENT- BLAINE				
I-200906021815		JUNE/09 COMM & RES RECYCLING	2,478.71			
6/02/2009	APBNK	DUE: 6/02/2009 DISC: 6/02/2009		1099: N		
		JUNE/09 COMM RECYCLING		206 4206-82030-000	RECYCLING CONTRACTS	620.26
		JUNE/09 RES RECYCLING		206 4206-82030-000	RECYCLING CONTRACTS	1,858.45
=== VENDOR TOTALS ===			2,478.71			
=====						
01-05870		XCEL ENERGY				
I-200905301809		AUTO PROTECTIVE LIGHTS	34.09			
5/30/2009	APBNK	DUE: 5/30/2009 DISC: 5/30/2009		1099: N		
		AUTO PROTECTIVE LIGHTS		101 4141-85020-000	ELECTRIC/GAS	26.97
		AUTO PROTECTIVE LIGHTS		101 4141-85020-000	ELECTRIC/GAS	7.12
=== VENDOR TOTALS ===			34.09			
=== PACKET TOTALS ===			100,139.70			

federal withholding	5,107.46
state withholding	823.89
pera wire transfer	22,280.58
icma wire transfer	<u>352.00</u>
Total	108,703.63

EMP NO	EMPLOYEE NAME	TYPE	CHECK DATE	CHECK AMOUNT	CHECK NO.
0017	MERCER-TAYLOR, ELIZABETH	R	5/28/2009	277.05	074892
0018	LONG, CHARLES E	R	5/28/2009	277.05	074893
1016	ABERNATHY, LISA A	R	5/28/2009	1,391.57	074894
1136	OLSON, ROLAND O	R	5/28/2009	500.00	074895
1142	HERZOG, PATRICK J	R	5/28/2009	531.70	074896
0034	KURHAJETZ, CLEMENT	R	5/28/2009	350.28	074897
0074	ALLEN, MARK J	R	5/28/2009	184.70	074898
0086	HINRICHS, RICHARD H	R	5/28/2009	92.35	074899
0095	POESCHL, MICHAEL J	R	5/28/2009	92.35	074900
0097	GAFFNEY, PATRICK	R	5/28/2009	92.35	074901
0105	FEHRENBACH, ANTON M	R	5/28/2009	91.57	074902
1145	SCARDIGLI, ANTHONY N	R	5/28/2009	753.10	074903
1030	PITTMAN, TIMOTHY J	R	5/28/2009	1,656.97	074904
2178	JORDAN, JOSHUA L	R	5/28/2009	290.14	074905
2179	GRIFFIN, BRANDON M	R	5/28/2009	67.87	074906

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

PAY PERIOD ENDING 5/31/2009
DIRECT DEPOSIT EFFECTIVE DATE 5/28/2009

EMP #	NAME	AMOUNT
01-0012	LAURA A KUETTEL	277.05
01-0013	PETER C LINDSTROM	330.57
01-0016	PAMELA M HARRIS	277.05
01-1002	JUSTIN J MILLER	2,480.15
01-1136	ROLAND O OLSON	1,300.00
01-2154	MAUREEN A ANDERSON	138.52
01-1038	DEBORAH K JONES	1,619.43
01-0040	KEVIN ANDERSON	59.10
01-1030	TIMOTHY J PITTMAN	300.00
01-1033	DAVE TRETSEVEN	1,414.84
01-1143	COLIN B CALLAHAN	976.36

TOTAL PRINTED: 11 9,173.07

*** REGISTER TOTALS ***

REGULAR CHECKS:	15	6,649.05
DIRECT DEPOSIT REGULAR CHECKS:	11	9,173.07
MANUAL CHECKS:		
PRINTED MANUAL CHECKS:		
DIRECT DEPOSIT MANUAL CHECKS:		
VOIDED CHECKS:		
NON CHECKS:		

TOTAL CHECKS:	26	15,822.12

*** NO ERRORS FOUND ***

ITEM: **City License Renewals**

SUBMITTED BY: **Lisa Abernathy -Deputy Clerk**

The following individuals have applied for a Home Occupation License for 2009. Staff has received the necessary documents for licensure.

- Twin Cities Tutoring Academy

The following individuals have applied for a Mechanical Contractors License for 2009. Staff has received the necessary documents for licensure.

- Golden Valley Heating & Air

ITEM: **Commission Appointment**

SUBMITTED BY: **Peter Lindstrom, Mayor**

EXPLANATION:

I am recommending that the following individual be appointed to the Falcon Heights Human Rights Commission:

- Laura Boisen

ACTION REQUESTED:

Approval.

***CITY OF FALCON HEIGHTS
COMMISSION APPLICATION***

DATE: 5/1/09

NAME: Laura Boisen

ADDRESS: _____

PHONE: (H) _____ (W) _____

EMAIL ADDRESS: _____

HOW LONG AT ABOVE ADDRESS? since 1997

IN WHAT CAPACITY DO YOU WISH TO SERVE? Human Rights Commissioner

REASON YOU WISH TO SERVE ON ABOVE: _____

Hate crimes are on the increase across the country as well as in Minnesota. Outfront Minnesota reports that GLBT hate crimes alone have increased 125% in the past year. Intimidation and harassment of other non-majority groups have increased as well. I would like to serve on a commission that thinks and makes recommendations to our city leaders about human rights in a proactive manner.

PRIOR PUBLIC (OR RELATED) SERVICE: _____

I have no prior public service but do teach diversity and inequality as well as social policy at Augsburg College. I also lead intergroup dialogue sessions that teach individuals how to listen to others' experiences and truths in contrast to argument or discussion.

OTHER RELEVANT BACKGROUND (OR COMMENTS): _____

The past two years I was president of the Minnesota Chapter of the National Association of Social Workers thus have experience on Boards.

ITEM: Variance requests for 1496 Larpenteur Avenue

SUBMITTED BY: Deborah Jones, Zoning and Planning Director

**REVIEWED BY: Justin Miller, City Administrator
Roger Knutson, City Attorney**

EXPLANATION:

Background/History/Property Description:

1496 West Larpenteur, PIN 222923220144, is located on the south side of Larpenteur Avenue, midway between Arona and Pascal Streets in Falcon Heights. The legal description is "W ½ Lot 10 Bk. 13, Northome 3rd Addition Ramsey County, Minnesota." The parcel is approximately 50 feet wide by 115 feet deep, with an area of approximately 5663.8 square feet. The property is zoned R-4 "R-4 medium density multiple-family residential district - apartment buildings" and has been maintained in this use since 1946 when the existing 8-unit apartment building was constructed. Of all residential properties in Falcon Heights, 1496 Larpenteur has the highest housing density in units per acre.

The owner of 1496 W. Larpenteur has applied for variances in order to build a new detached garage facing the alley behind the building. The proposed garage would have space for five vehicles and a covered walkway between the back yard and the alley for more convenient tenant access. It would replace an existing two-car garage at the east side of the rear of the lot. The property has five on-site parking spaces, three uncovered and two in the existing garage. According to the owner, only one of the garage spaces is used for vehicle parking at the present time due to storage needs for building maintenance.

West Side Setback Variance

The required setback from the side property line is 5 feet unless the property meets conditions for one of the exceptions defined in Section 113-240(c) of the city code. The existing garage meets the conditions to allow the setback to be narrowed to 2 feet at the east side of the property but not the west side. The applicant requests a variance of three feet on the west side in order to build the garage at two feet from the property line on the west. Otherwise, the garage could not accommodate five vehicles and a proposed breezeway through the

building. No variance is sought in the rear setback, which will be five feet from the alley right-of-way, as required by code.

Area Variances

Section 113-240(p) of the code restricts detached accessory buildings to no more than 40% of the rear 30 feet of the lot and 1000 square feet over all. The proposed garage would exceed both of these limits, having an area of 1015 square feet and occupying 67.5% of the rear 30 feet of the property. The owner requests (1) a variance of 27.5% above the 40% limit for the rear 30 feet of the lot and (2) a variance of 15 square feet above the overall limit for detached accessory structures. The reason for these variances is to allow a large enough structure to accommodate five parking stalls and a breezeway that meets ADA width requirements.

Planning Commission Recommendation

Following a public hearing on May 26, 2009, the Falcon Height Planning Commission voted unanimously to approve all three variances. There was no opposition from the community. No changes were made to staff findings of fact:

- a. That the granting of the variance will not be detrimental to the public welfare.**

The Planning Commission finds that granting of the variances will not be detrimental to the public welfare. The proposed garage represents no net loss of on site parking and the practical gain of one space.

- b. That the granting of the variance will not substantially diminish or impair property values or improvements in the area.**

The Commission finds that granting the variances will not substantially diminish or impair property values or improvements in the area. The applicant cites increased value to tenants and improved value of the property among his reasons for requesting the variances.

- c. That the granting of the variance is necessary for the preservation and enjoyment of substantial property rights.**

The Commission finds that granting of the variances is not necessary for the preservation and enjoyment of substantial property rights. However, it is reasonable for a rental property owner to want to provide enclosed parking for tenants in Minnesota, if space allows.

- d. That the variances will not impair an adequate supply of light and air to adjacent property.**

The Commission finds that the variances will not impair an adequate supply of light and air to adjacent properties.

- e. That the variance will not impair the orderly use of the public streets;**

The Commission finds that the variances will not impair the orderly use of public streets. There will be no net decrease in off street parking. See (a) above.

- f. That the variance(s) will not increase the danger of fire or endanger the public safety;**

The Commission finds that the variances will not increase the danger of fire or endanger the public safety.

- g. Whether the shape, topographical condition or other similar characteristic of the tract is such as to distinguish it substantially from all of the other properties in the zoning district of which it is a part, or whether a particular hardship, as distinguished from mere inconvenience to the owner, would result if the strict letter of the Chapter were carried out.**

The Commission finds that the characteristics of the property do distinguish it substantially from other R-4 properties in Falcon Heights. 1496 Larpenteur is one of only nine apartment buildings in Falcon Heights with alley access, all of which have limited on street parking. Of those nine, it is one of the two that occupy single-family-size lots. In fact, 1496 Larpenteur is smaller than most single family parcels. Unlike the neighboring 5-unit building at 1492 Larpenteur on a similar lot, this building has 8 units, making this the highest density residential property in the city in units per acre. Both 1492 and 1496 have front property lines set farther from the street centerline than the other properties on the block. The constraints imposed by the small size and intense use of this property do create a particular hardship in limiting the property to no more than a double garage under the requirements of the city code. This is not practical for multi-family residential property.

- h. Whether the variance is sought principally to increase financial gain to the owner of the property, and to determine whether a substantial hardship to the owner would result from a denial of the variance.**

Since the owner now has the option of removing and not replacing the existing garage, or replacing it on the existing footprint without added enclosed parking – both at much lower cost – staff finds that the variance is not sought principally to increase financial gain to the owner. While the city no longer requires enclosed parking for apartment properties on alleys, covered parking is a reasonable and desirable amenity for a multi-family dwelling in Minnesota. In particular, the area restrictions in Sec. 113-240(p), possibly intended to apply primarily to single-family properties, would constitute a major impediment to the construction of new enclosed parking on many multi-family properties in the city. This is certainly a hardship to tenants.

i. Whether the conditions which give rise to the application for the variance arose after the adoption of this Chapter of the Code of the City of Falcon Heights or any amendment thereto which placed the tract in a zoning district different from what it was under the Chapter. In the consideration of this item, the City shall make diligent inquiry as to all changes in the property and shall refuse to grant the variance if the problem is one that can be solved through a proper application of a conditional use permit or an amendment of the Zoning code. Financial hardship shall not be a basis for the granting of a variance when the owner purchased the property in reliance on a promise that a variance would be granted, and the City shall dismiss the appeal if it shall appear that the property was purchased on such reliance.

Not applicable.

Additional Analysis:

- Given the size and narrowness of the lot, the 40% limit is impractical for a multi-family property and rules out any significant improvement in parking configuration for 1496 Larpenteur.
- The proposed garage does not reduce the amount of on-site parking at 1496 Larpenteur. In fact, it creates an additional usable space for parking that was formerly used for storage.
- Although the city now exempts apartment properties on alleys from the requirement that at least half the parking be enclosed, covered parking is still a desirable amenity in this climate, and the proposed garage would improve the value of this property as housing in the community and improve the quality for tenants.
- Denying the setback variance on the west would require the elimination of the covered walkway from the plan. Staff considers a walkway through the building a better design and better use of space than requiring extra room between the west end and the property line. Provided the walkway is kept well lit and clear (and not used for storage, which would be a code violation), it would provide much easier access to the alley for residents than walking around the ends of the building.
- The applicant demonstrated that the breezeway through the building would not meet ADA width requirements if narrowed enough to lower the total area of the building below 1000 square feet. He has already reduced the parking bays to the narrowest width possible. The applicant showed that he has put considerable thought into making the most economical use of the limited space available.

Attachments:

- Variance application with attached letter from applicant
- Proposed site plan (sketch)
- Map of the block on the south side of Larpenteur between Arona and Pascal

Action Requested:

Approve the following variances for 1496 West Larpenteur Avenue:

- Variance of 3 feet in the side setback on the west side (Sec. 113-240(c))
- Variance of 27.5% over the 40% limit to area of structures in the required rear yard (Sec. 113-240(p))
- Variance of 15 square feet over the 1000 square feet limit for total area of detached accessory structures. (Sec. 113-240(p))



**City of Falcon Heights
Planning Application**

APR 20 2009

Action Requested By:

Name of Property Owner DOUGLAS LEE
Phone (h) 763-533-5858 (w) 651-592-2661
Address of Property Owner 7115-62nd AVE. N. NEW HOPE, MN. 55428
Name of Applicant (if different) _____
Address _____ Phone _____

Property Involved:

Address 1496 CARPENTIER AVE
Legal Description NORTHOME 3rd ADDITION, RAMSEY COUNTY
SUBJECT TO RA; W 1/2 LOT 10, BLK 13

Property Identification Number (PIN) 22-29-23-22-0144

Present Use of Property (check one):

- | | |
|--|---|
| <input type="checkbox"/> Single Family Dwelling | <input type="checkbox"/> Business/Commercial |
| <input type="checkbox"/> Duplex/Two Family Dwelling | <input type="checkbox"/> Government/Institutional |
| <input checked="" type="checkbox"/> Multi Family Complex | <input type="checkbox"/> Vacant Land |


Action Requested (NON-REFUNDABLE):

- | | |
|--|--|
| <input checked="" type="checkbox"/> Variance (\$100.00) | <input type="checkbox"/> Lot Split (\$250.00) |
| <input type="checkbox"/> Conditional Use Permit (\$165.00) | <input type="checkbox"/> Site Plan Review (\$100.00) |
| <input type="checkbox"/> Rezoning (\$500.00) | <input type="checkbox"/> Other (Please Specify) |

Brief Summary of Request (applicant may submit letter to Planning Commission with details of request):

SEE ATTACHED LETTER / DRAWINGS -

I certify that all statements on this application are true and correct:

 4/20/09
Signature of Property Owner (required)

Signature of Applicant (if applicable)

April 20, 2009

APR 20 2009

City of Falcon Heights
2077 W. Larpenteur Ave. W.
Falcon Heights, MN 55113

Attn: Ms Deborah Jones

Subject: 1496 Larpenteur Garage

Dear Ms Jones,

Per our conversation, please find herein my preliminary request for approval to build a five (5) car garage with a two (2) foot side yard setback, occupying more than 40 percent of rear yard area and exceeding more than 1,000 square feet in size. My reasons for this request are 1) as silly as it sounds I would have less snow to shovel, 2) offer my tenants more value for their rent, 3) create a more appealing back alley view with cars being inside a garage rather than outside , 4) improve my property value, which will increase my tax base, good for the city, 5) in the last couple of years I have seen a number of new garages built by my alley neighbors and hope I too can do the same.

I've included additional information for your review.

If you should have any questions, please feel free to contact me and I wait for your response.

Sincerely,

A handwritten signature in black ink, appearing to read "Doug Lee", with a long horizontal flourish extending to the right.

Doug Lee
7115 62nd Ave. N.
New Hope, MN 55428
651-592-2661 Cell

1496 LARPEUR AVE

APR 20 2009

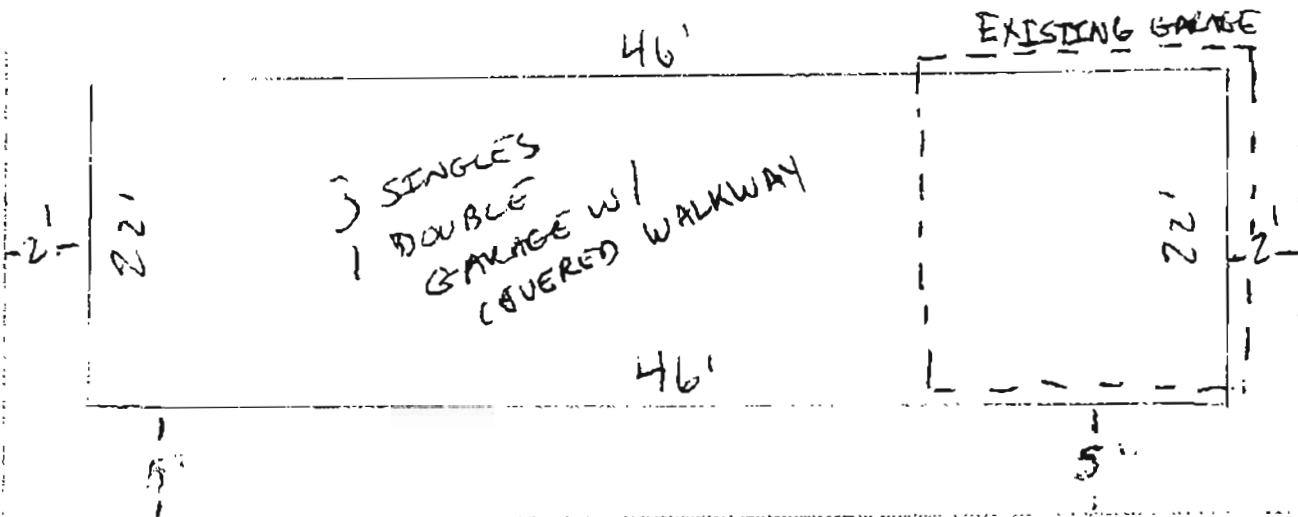
50'

APARTMENT
BLDG

* NO SCALE *

120'

120'



50'

Aerial Photo Unselected - R-4 with alleys

Falcon Heights



DISCLAIMER: This map is neither a legally recorded map nor a survey and is not intended to be used as one. This map is a compilation of records, information and data located in various city, county, state and federal offices and other sources regarding the area shown, and is to be used for reference purposes only.

SOURCES: Ramsey County (February 2, 2009), The Lawrence Group:February 2, 2009 for County parcel and property records data; February 2009 for commercial and residential data; April 2006 for color aerial imagery;

ITEM: 2010-2011 Police Contract with the St. Anthony Police Department

SUBMITTED BY: Justin Miller, City Administrator

EXPLANATION:

Our current contract with the St. Anthony police department expires at the end of this year. The contract calls for a renewal to be approved by each city council by May 15th, and staff from all three cities (Falcon Heights, Lauderdale, and St. Anthony) have been working on a new contract for the 2010 year and beyond.

Attached to this report is a copy of a revised contract proposed by St. Anthony. Since the council's last discussion on the contract, a few items have changed. Both Lauderdale and Falcon Heights were seeking a termination provision which would allow either party to exit the agreement with adequate notice. This provision was not acceptable to St. Anthony, so in response, a two year contract is being proposed as opposed to a three year contract. Highlights and/or changes are summarized below:

- 1) Provides for 24-hour coverage for 2010 and 2011.
- 2) Dispatching costs will now be paid by each city (as opposed to being included in the contract). Our portion of the consolidated dispatching center will change from year to year based on the number of calls attributed to Falcon Heights in a formula agreed to when the center was approved. For years 2007-2009, our share has been roughly \$11,000. We were notified this week by Ramsey County that our share will increase to \$14,692 in 2010.
- 3) If a city wishes to terminate the agreement, they must notify such intent by April 15th. The contract will then be terminated at the end of that year. This is similar to the existing language in the current contract
- 4) The costs for each year of the contract (along with some historical data) is:

	Contract (after dispatching expenses taken out)	% change
2007	\$508,500	
2008	\$537,100	5.6%
2009	\$567,250	5.6%
2010 (proposed)	\$578,595	2.0%
2011 (proposed)	\$590,167	2.0%

Staffs from all three cities have been working very diligently on this proposal, and all are recommending to their respective city councils that it be approved.

ACTION REQUESTED:

Staff recommends that the Falcon Heights City Council adopt the attached contract for police services with the City of St. Anthony for years 2010, 2011, and 2012.



May 26, 2009

Justin Miller
City of Falcon Heights
2077 West Larpentour Avenue
Falcon Heights, Minnesota 55113

Dear Justin:

Enclosed is the Contract Agreement for police services for 2010 and 2011 between the City of Falcon Heights and City of St. Anthony. The increases for each contract year are 2% in 2010 and 2% in 2011. In 2010, the City removed \$11,000 for dispatching services. This will be paid to Ramsey County by each city.

The proposed increase is necessary to offset increased costs in the following areas:

- ✓ Health insurance premiums increased 16% and each year continues to rise at double-digit levels.
- ✓ Increasing costs of maintenance (labor, tires, parts & etc.).
- ✓ Volatility of fuel costs.
- ✓ PERA (Employer pension contributions were increased by the State).

The proposed increase listed below is contingent on a favorable approval of the St. Anthony City Council. The St. Anthony City Council will schedule approval after Falcon Heights approves the contract. Here is a current summary of the cost for services:

<u>2009</u> <u>Contract</u>	<u>Proposed</u> <u>2010</u>	<u>Proposed</u> <u>2011</u>
\$567,250	\$578,595	\$590,167

In addition, we have changed language on the Joint Advisory Committee to meet once per year, changed the Termination Agreement so it is consistent with both cities. Also, dispatch expenditures will be paid for by each city. If you have any questions, please contact me at 612-782-3311 or email at mike.mornson@ci.saint-anthony.mn.us

Sincerely,

Michael J. Mornson
City Manager

Enclosures

CONTRACT AGREEMENT
FOR POLICE SERVICES

This Agreement is made and entered into as of _____, 2009 between the CITY OF ST. ANTHONY, a municipal corporation under the laws of the State of Minnesota ("St. Anthony") and the CITY OF FALCON HEIGHTS, a municipal corporation under the laws of the State of Minnesota ("Falcon Heights"). The services to be performed under this Agreement will commence January 1, 2010.

I. PURPOSE

St. Anthony and Falcon Heights have the power within their respective cities to provide for the prevention of crime and for police protection. Under Minnesota Statutes, Section 471.59, the cities may, by agreement, provide for the exercise of the police power by one city on behalf of the other city.

This Agreement sets forth the terms and conditions under which St. Anthony will provide police services for Falcon Heights. St. Anthony will have full authority and responsibility to provide services in accordance with all enabling legislation under the laws of the State of Minnesota and the ordinances of Falcon Heights. St. Anthony will provide feedback to the Falcon Heights City Administrator and City Council on a regular and timely basis, and will actively support the creation of a Joint Advisory Committee pursuant to Section IX of this Agreement, whose members come from both cities, and whose purpose is to review, monitor, and ensure a successful relationship between the two cities under this Agreement.

II. INTERPRETATION

This Agreement is entered following the preparation by Falcon Heights of a Request for Proposal for Police Services and the submission of a Responsive Proposal by St. Anthony (the "Proposal"). To the extent that any of the provisions of this Agreement are inconsistent with the provisions of the Proposal, the provisions of this Agreement will control. If any provision of this Agreement is ambiguous, the parties agree that the Proposal may be looked to as evidence of the parties' intent.

III. SERVICES

St. Anthony will provide Falcon Heights with 24 hour police service, and will physically place a certified officer within the boundaries of Falcon Heights 24 hours each day, except in those instances when the officer makes an arrest and transports a prisoner, during mutual aid situations, when providing a backup for another officer, or when called away for a court appearance, booking or similar police matter. Subject to these exceptions and in normal circumstances, St. Anthony will provide 24-hour police protection and police presence each day within the City of Falcon Heights. In those instances stated above when an officer is not physically present in Falcon Heights, St. Anthony will respond to emergency police calls with other officers.

IV. LEVEL OF SERVICES

During the term of this Agreement, St. Anthony will provide to Falcon Heights the same police service extended to persons and property within St. Anthony, which will include, but be limited to, the following:

- A. Patrol services, with random patrolling of all residential, business and public property areas during all shifts;
- B. Police presence within the boundaries of Falcon Heights 24 hours each day, subject only to the exceptions noted above;

- C. Animal control services as provided within the City of St. Anthony by the animal control service employed by St. Anthony;
- D. Dispatching Costs
Dispatching services are to be paid directly by the municipality served by Ramsey County Dispatch.
- E. Enforcement of all ordinances of Falcon Heights which are intended to be enforced by police officers, with special attention being given to parking, winter and nuisance ordinances;
- F. Ticketing for traffic violations will be done routinely during normal shifts;
- G. Crime prevention programs that encourage community involvement and investment in the City of Falcon Heights, including participation in the Mayor's Commission, Family Violence Network, Neighborhood Watch Programs, "McGruff Houses," and "Combat Auto Theft" programs; in appropriate cases, referrals will be made to the Northwest Youth and Family Services Youth Diversion Program;
- H. Criminal investigations.
- I. Reports on police services and activities, including weekly, monthly and annual police reports;
- J. Responses to medical emergencies, fires and other emergencies; responses shall include, where appropriate, securing the scene for fire/rescue personnel, accompanying fire/rescue personnel to the hospital upon request of such personnel, and providing follow-up information to fire/rescue personnel upon request of such personnel;
- K. Officers will be available at Falcon Heights City Hall to answer questions from, and provide information regarding police activities to, Falcon Heights residents, business owners and staff on an as-needed basis;
- L. License inspections, background investigations and license enforcement services as called for under applicable state law or city ordinances;
- M. Review and comment, upon request, of proposed Falcon Heights ordinances affecting police services or enforcement;
- N. Follow-up on reported crimes with the person(s) who reported the crime, including routine notification by telephone or mail as to the status of the investigation; and
- O. Special event traffic patrol services.

V. PAYMENT FOR SERVICES

This Agreement will be effective January 1, 2010 and will continue until December 31, 2011. In consideration of the services to be provided under this Agreement, Falcon Heights will pay St. Anthony an annual fee of \$578,595 for the year 2010, and an annual fee of \$590,167 for the 2011, for the police service under this Agreement. This Agreement will be effective January 1, 2010 and will continue indefinitely unless canceled in accordance with the procedure outlined in Section XX of this Agreement. In consideration of services provided for under this Agreement, St. Anthony and Falcon Heights shall establish the fee for these services by June 15, 2011.

VI. METHOD OF PAYMENT

St. Anthony will bill Falcon Heights monthly for 1/12 of the annual fee, and Falcon Heights will promptly remit payments to St. Anthony within 30 days after receiving each billing from St. Anthony.

VII. LIABILITY

St. Anthony will be responsible for all liability incurred as a result of the actions of St. Anthony police officers under this Agreement, and will hold Falcon Heights, its officers and employees harmless for any liability resulting from actions of a St. Anthony employee and shall defend Falcon Heights, its officers and employees, against any claim for damages arising out of St. Anthony's performance of this Agreement; provided, however that if the claim, action or liability is one which is insured by St. Anthony's liability insurer, Falcon Heights will bear the first \$5,000.00 of expense for any such claim, action or liability, or expenses relation thereto, including attorneys' fees, to the extent not covered by the insurer because of a deductible amount under the policy (which deductible amount is currently \$10,000.00).

VIII. ADMINISTRATIVE RESPONSIBILITY

The law enforcement and police services rendered to Falcon Heights will be under the sole direction of St. Anthony. The standards of performance, the hiring and discipline of officers assigned, and other matters relating to regulations and policies related to police employment, services and activities, will be within the exclusive control of St. Anthony. The parties hereto expressly affirm the importance of work force diversity and St. Anthony agrees to use reasonable efforts, within applicable departmental budgetary limits, to recruit qualified female and minority police officers.

IX. JOINT ADVISORY COMMITTEE

Both cities will appoint members to a Joint Advisory Committee. The committee will meet at least once a year to ensure that this Agreement and the services performed pursuant to this Agreement are meeting the expectations of both cities. Any recommendations of the committee will be strictly advisory.

X. COMMUNICATIONS, EQUIPMENT AND SUPPLIES

St. Anthony will furnish all communication equipment and any necessary supplies required to perform the services, which are to be rendered under this Agreement.

XI. COOPERATION AND ASSISTANCE AGREEMENTS

Falcon Heights will be included in all Cooperative Agreements entered into by the St. Anthony Police Department with other police services units.

XII. HEADQUARTERS

Headquarters for services rendered to Falcon Heights under this Agreement will be located at offices owned or leased by St. Anthony. The citizens of Falcon Heights may notify headquarters or Ramsey County radio dispatch for police services requested either in person or by some other means of communication. St. Anthony officers may take routine telephone calls and complete routine reports for Falcon Heights at the Falcon Heights City Hall, and Falcon Heights will have facilities available to the officers at Falcon Heights City Hall for this purpose. The facilities will include a desk, telephone, fax and copier.

XIII. EMPLOYEES OF ST. ANTHONY

Officers assigned to duty in Falcon Heights will at all times be employees of St. Anthony. All obligations with regard to workers compensation, PERA, withholding tax, insurance and similar personnel and employment matters will be the obligation of St. Anthony. Falcon Heights will not be required to furnish any fringe benefits or assume any other liability of employment to any officer assigned to duty within Falcon Heights.

XIV. ENFORCEMENT POLICIES

Enforcement policies of St. Anthony will prevail as the enforcement policies within Falcon Heights. A written statement of the current enforcement policies of St. Anthony will be provided in writing to Falcon Heights.

XV. ENFORCEMENT OF ORDINANCES OF THE CITY OF FALCON HEIGHTS

St. Anthony officers assigned to duty within Falcon Heights will enforce Falcon Heights' ordinances to the extent appropriate for enforcement by police officers.

XVI. OFFICERS OF FALCON HEIGHTS

The officer's assigned duty within Falcon Heights will be provided with authority to enforce the laws of the City of Falcon Heights by proper action to be taken by the Falcon Heights City Council, and while performing services under this Agreement will be considered police officers of Falcon Heights. The Chief of Police of St. Anthony will furnish to the Falcon Heights City Administrator the names of all St. Anthony police officers assigned to Falcon Heights, and all such officers will be appointed officers of the City of Falcon Heights.

XVII. OFFENSES

All offenses within Falcon Heights charged by police officers under this Agreement will be charged in accordance with Falcon Heights' ordinances when possible; otherwise, the charge will be made in accordance with the laws of the State of Minnesota or the laws of the United States of America.

XVIII. COMMUNICATIONS

St. Anthony agrees to provide the Falcon Heights Administrator with weekly, monthly and annual police reports, in a format as is mutually agreed to by the St. Anthony Police Chief and the Falcon Heights City Administrator.

The St. Anthony Police Chief will regularly communicate with the Falcon Heights City Administrator in order to ensure that Falcon Heights is knowledgeable about any police activity in the City, and at the request of the Administrator the Police Chief will make presentations to the Falcon Heights City Council.

XIX. PROSECUTION AND REVENUES

Falcon Heights will pay all costs of prosecution for all offenses charged within its boundaries or under its ordinances. LEAA funds and confiscated drug funds will be retained by St. Anthony. Fine revenues will be paid to Falcon Heights. P.O.S.T. training funds will be used for officer training.

XX. CONTINUATION OF AGREEMENT

This Agreement will be effective January 1, 2010 and will continue until terminated as described in Paragraph XXI below. In consideration for services provided under this Agreement, St. Anthony and Falcon Heights shall establish the fee for police services by June 15, 2011.

XXI. TERMINATION OF AGREEMENT

Either St. Anthony or Falcon Heights may terminate the Agreement by submitting a written notification to terminate to the City Administrator of Falcon Heights and the City Manager of St. Anthony by April 15th of the odd numbered years that Falcon Heights or St. Anthony intends to terminate the Agreement. Termination of this Agreement shall be effective on December 31st at 11:59 p.m. of the year that either Falcon Heights or St. Anthony terminates the Agreement.

XXII. REVIEW OF AGREEMENT

From time to time the terms and conditions of this Agreement shall be reviewed and revised, as St. Anthony and Falcon Heights deem necessary.

XXIII. ASSIGNMENT

The rights and obligations of the parties under this Agreement will not be assigned, and St. Anthony will not subcontract for any services to be furnished to Falcon Heights (except as otherwise provided in this Agreement), without the prior written consent of the other party.

The parties hereto have executed this Agreement as of the date first above stated.

CITY OF FALCON HEIGHTS

CITY OF ST. ANTHONY

By: _____
Mayor

By: _____
Mayor

By: _____
City Administrator

By: _____
City Manager

Date: _____

Date: _____

ITEM DESCRIPTION: Resolution Awarding Bids for 2009 Contract A

SUBMITTED BY: Deb Bloom, City Engineer

Background:

The approved 2009 Pavement Management Program consists of Mill and Overlay and City Hall Parking lot reconstruction. In order to get the best price for these projects, this work has been combined into one construction Contract, 2009 Contract A. The City Council approved plans and specifications and authorized advertisement for bid in April. Staff advertised the project for three weeks. The bids were opened at 11 a.m. on Thursday, May 14, 2009. The Contract consists of work on the following City Projects and based on the bids received, staff recommends awarding the project to the lowest responsible bidder.

FH-09-08 City Hall Parking Lot Reconstruction
Work at this site consists of constructing a permeable asphalt pavement parking lot, two rain gardens and related restoration. This project is being supported by Capitol Region Watershed District and Ramsey Conservation District for the construction of the water quality improvements.

FH-09-10 2009 Pavement Management Program
Prior Avenue, (Larpenteur Ave to cul- de- sac)
Maple Knoll Drive, (Fry St to Garden Ave)
Garden Ave, (Fry St to W Snelling Frontage Rd)
Fry Street, (Maple Knoll Dr to Garden Ave)
The work consists of primarily street reconstruction and rehabilitation consisting of roadway milling, concrete curb and gutter repair, watermain replacement, and bituminous paving. Also included are driveway and boulevard restoration.

Based on past practice, the City Council has awarded contracts to the lowest responsible bidder. The following is a summary of the bids received for this project:

Contractor	Bid
Rum River Contracting	\$438,139.84
North Valley, Inc.	\$447,800.74
Arnt Construction Co. Inc	\$460,306.81
Tower Asphalt, Inc.	\$492,699.58
Bituminous Roadways, Inc	\$494,891.57
Hardrives, Inc	\$499,017.72
Midwest Asphalt Corp.	\$526,420.40
T.A. Schifsky & Sons, Inc.	\$547,783.28

We have reviewed Rum River Contracting's references and confirmed that they are a responsible bidder.

Financial Impacts

We received 8 bids for this project. The lowest responsible bid submitted by Rum River Contracting, \$438,139.84, is 26% lower than the Engineer's construction estimate of \$552,407.90.

This project is proposed to be paid for using Municipal State Aid funds, Assessments, St. Paul Water Utility funds, a Capitol Region Watershed District grant, and a Ramsey Conservation District grant. Attached is a funding summary for this Contract.

Consistent with the City's Assessment Policy, a portion of the costs for the Mill and Overlay projects are assessed to benefitting property owners. This project is proposed to be completed this summer, the final assessment amount would be determined by the Council at an assessment hearing in the fall. These assessments can either be paid up, or be put against taxes payable in 2010 for 7 years at around 6% (rate set at time of hearing). The following are assessment rates for this improvement:

Mill & Overlay Assessment Rates:	Feasibility Report	Estimated Rates*
Tax Exempt - 100% of project cost/foot	\$50.88	\$40.76
Commercial - 60% of project cost/foot	\$30.53	\$24.45
Residential - 40% of project cost/foot	\$20.35	\$16.30

* Rates are based on estimated engineering and quantities. Assessments will be calculated using actual costs.

Requested Action

Approval of a resolution awarding bid for 2009 Contract A in the amount of \$438,139.84 to Rum River Contracting, of Princeton, Minnesota.

ACTION REQUESTED:

Staff recommends that the Falcon Heights City Council adopt the attached resolution in support of the new Bell Museum of Natural History.

CITY OF FALCON HEIGHTS
COUNCIL RESOLUTION
June 10, 2009
No. 09-04

A RESOLUTION AWARDING BIDS FOR 2009 CONTRACT A

WHEREAS, pursuant to advertisement for bids for the improvement, according to the plans and specifications thereof on file in the office of the Manager of said City, said bids were received on Thursday, May 14, 2009, at 10:00 a.m., opened and tabulated according to law and the following bids were received complying with the advertisement:

Contractor	Bid
Rum River Contracting	\$438,139.84
North Valley, Inc.	\$447,800.74
Arnt Construction Co. Inc	\$460,306.81
Tower Asphalt, Inc.	\$492,699.58
Bituminous Roadways, Inc	\$494,891.57
Hardrives, Inc	\$499,017.72
Midwest Asphalt Corp.	\$526,420.40
T.A. Schifsky & Sons, Inc.	\$547,783.28

WHEREAS, it appears that Rum River Contracting, of Princeton, Minnesota, is the lowest responsible bidder at the tabulated price of \$438,139.84, and

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

1. The Mayor and Manager are hereby authorized and directed to enter into a contract with Rum River Contracting, of Princeton, Minnesota for \$438,139.84 in the name of the City of Falcon Heights for the above improvements according to the plans and specifications thereof heretofore approved by the City Council and on file in the office of the City Manager.
2. The City Engineer is hereby authorized and directed to return forthwith to all bidders the deposits made with their bids except the deposits of the successful bidder and the next lowest bidder shall be retained until contracts have been signed.

Moved by:

Approved by: _____

Peter Lindstrom, Mayor
June 10, 2009

LINDSTROM _____ In Favor
KUETTEL

Attested by: _____

HARRIS _____ Against
LONG
MERCER-TAYLOR

Justin Miller, Administrator
June 10, 2009

