

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

AGENDA
December 11, 2013

- A. CALL TO ORDER:

- B. ROLL CALL: LINDSTROM ____ HARRIS ____ GOSLINE ____
LONG ____ MERCER-TAYLOR ____

STAFF PRESENT: FISCHER ____

- C. PRESENTATIONS:
 - 1. Bulky Waste Project Report

- D. APPROVAL OF MINUTES: November 13, 2013

- E. PUBLIC HEARINGS:
 - 1. 2014 Budget Presentation

- F. CONSENT AGENDA:
 - 1. General Disbursements through 12/06/2013: \$452,440.08
Payroll through 11/30/2013: \$31,020.21
 - 2. Approval of City Licenses
 - 3. Appointment of Prosecuting Attorney
 - 4. Appointment of City Attorney
 - 5. Appointment of City Engineer
 - 6. Appointment of City Auditor
 - 7. Designation of Official Newspaper
 - 8. 2014 Cost of Living Adjustments
 - 9. Agreement for Representation to the Board of Water Commissioners
 - 10. Joint Powers Agreement with Ramsey County for New Voting System
 - 11. CAD Agreement with Ramsey County
 - 12. Approval of Contract with Element Materials Technology to Complete 2014-2018 CIP
Soil Borings
 - 13. Recognition of Adopt-A-Crop Participants
 - 14. Fire Truck Contract
 - 15. Annual TIF Transfer
 - 16. Fire Contract with Lauderdale
 - 17. Annual Budget Amendments
 - 18. Appointment of Amino Mohamed to the Human Rights Commission
 - 19. Appointment of Deborah Alexander to the Planning Commission
 - 20. Appointment of David Murphy to the Planning Commission

- G: POLICY ITEMS:
 - 1. Amended Rental License Ordinance
- H. INFORMATION/ ANNOUNCEMENTS:
- I. COMMUNITY FORUM:
- J. ADJOURNMENT:

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

MINUTES
November 13, 2013

- A. CALL TO ORDER: 7:00PM
- B. ROLL CALL: LINDSTROM HARRIS GOSLINE
LONG MERCER-TAYLOR

STAFF PRESENT: FISCHER TESSER OLSON
- C. PRESENTATIONS:
1. Housing Resource Center Annual Report from Suzanne Snyder
Suzanne Snyder presented an update on the services the Housing Resource Center provides to Falcon Heights residents. She also answered questions from the Council and provided the attached information.
- D. APPROVAL OF MINUTES: October 23, 2013 APPROVED
- E. PUBLIC HEARINGS:
1.
- F. CONSENT AGENDA: Chuck Long Moved, Approved 5-0
1. General Disbursements through 11/5/2013: \$183,558.09
Payroll through 10/31/2013: \$15,552.58
2. Approval of City Licenses
3. SCORE Grant Application Authorization
4. Budget Amendment to the Parks Program Special Revenue Fund
5. Lawful Gambling Permit for Falcon Heights Elementary PTA
6. Statutory Tort Limits Liability Coverage for City in 2014
7. Storm Sewer Cleaning Program
8. Appointment of Nathan Thorvilson to the Environment Commission
9. Appointment of Cari Lee to the Parks and Recreation Commission
10. 2014 Commission Appointments
11. Acceptance of U of M Good Neighbor Grant Award
12. 2014 Housing Resource Center Consultant Services Agreement
13. Fire Department Relief Association Bylaws Amendment
14. Worker's Compensation Coverage for Mayor and City Council Members
- G: POLICY ITEMS:
1. Solar Energy Installations Ordinance Amendment Pam Harris Moved, Approved 5-0
Pam Harris and Beth Mercer-Taylor provided an update on the ordinance from the Planning and Environment Commissions. Council discussed the proposed changes.

2. Canvass Election Results Beth Mercer-Taylor Moved, Approved 5-0
Bart Fischer presented the election results and Council discussed the outcome.

3. Acceptance of Park Improvement Study Proposal Chuck Long Moved, Approved 5-0
Michelle Tesser presented the staff report and answered questions from Council. The RFP from WSB is attached.

4. Acceptance of Bond Bids for the 2014 Fire Truck Purchase Keith Gosline Moved, Approved 5-0
Nick Anhut from Ehlers and Associates presented information on the bond bids and answered questions from Council. He provided the attached sale report. Nick also presented Council with an award for receiving a AAA bond rating from Standard & Poor's. That report is also attached.

H. INFORMATION/ ANNOUNCEMENTS:

Council Member Beth Mercer-Taylor

-Provided an update on a GreenStep Cities meeting she attended.

Council Member Chuck Long

-Provided an update on a visit he had with Falcon Heights Elementary 4th graders.

Council Member Keith Gosline

-Provided an update on NYFS activities.

Mayor Peter Lindstrom

-Provided an update on the Town Square Apartment Community Meeting held on 10/29/13.

-Reminded everyone of the upcoming Sustainability Festival at Silverwood Park on 11/14/13 from 5:30-8:00PM.

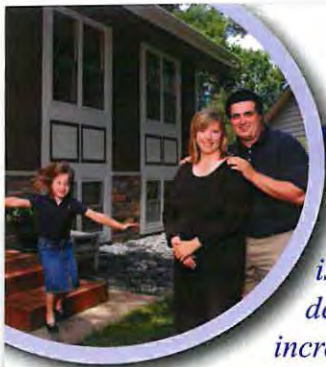
-Introduced students in the audience from the University of Minnesota and University of Northwestern – St. Paul.

City Administrator Bart Fischer

-Announced that the upcoming City Council meetings on 11/27/13 and 12/25/13 will be canceled.

I. COMMUNITY FORUM:

J. ADJOURNMENT: 8:23PM



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Housing Corporation
is a nonprofit organization
dedicated to improving and
increasing affordable housing
and assisting communities
with housing revitalization.*

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HousingResource Centers™ offer:

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● North

2148-44th Avenue N.
Minneapolis, MN 55412
Phone: 612-588-3033
Fax: 612-588-3028

● South

3749 Cedar Avenue S.
Minneapolis, MN 55407
Phone: 612-722-7141
Fax: 612-722-6367

● North & East Metro

1170 Lepak Court
Shoreview, MN 55126
Phone: 651-486-7401
Fax: 651-486-7424



www.gmhchousing.org



Greater Metropolitan Housing Corporation

Housing Resource Center Services in 2013

as of October 31, 2013

Total Number of Households Served	35
Rehab Advisory Services	15
Site Visits	
Center Appointments	
Phone Consultations	
Financing	1
Ramsey County Deferred Loan (2 on wait list)	
Information and Referrals	19

Housing Resource Center Services in 2014

New Partnership with Rebuilding Together

Targeted Funding for Falcon Heights

Elderly, Disabled, Veterans and Families with Children

Very Low-income

\$5,000 forgivable loan – no interest; no monthly payments

Renewed Funding for Extremely Low-income

Community based Marketing

Core Services Continued

November 13, 2013

Sale Report

City of Falcon Heights, Minnesota

\$715,000 General Obligation Equipment
Certificates. Series 2013B



City of Falcon Heights, Minnesota Results of Bond Sale – November 13, 2013

\$715,000 General Obligation Equipment Certificates, Series 2013B

Purpose: To finance the acquisition of capital equipment.

Rating: Standard & Poor's "AAA"

Number of Bids: 3

Low Bidder: United Bankers' Bank, Bloomington, MN

True Interest Cost: 1.9690%

Summary of Results:	Projected	Results of Sale	Difference
Principal Amount:	\$720,000	\$715,000	-\$5,000
Planned City Contribution:	\$70,000	\$70,000	\$0
Net Proceeds:	\$750,000	\$753,797	\$3,797
Discount Allowance:	\$10,800	\$6,078	-\$4,722
Cost of Issuance:	\$28,000	\$25,126	-\$2,874
True Interest Cost:	2.64%	1.97%	-0.67%
Average Annual Levy:	\$101,459	\$97,668	-\$3,791

Closing Date: December 5, 2013

Council Action: Resolution Providing For The Issuance And Sale Of \$715,000 General Obligation Equipment Certificates, Series 2013B, And Levying A Tax For The Payment Thereof

Attachments:

- Bid Tabulation
- Updated Debt Service Schedules
- Bond Resolution (Distributed in Council packets)

BID TABULATION

\$720,000* General Obligation Equipment Certificates, Series 2013B

CITY OF FALCON HEIGHTS, MINNESOTA

SALE: November 13, 2013

AWARD: UNITED BANKERS' BANK

RATING: Standard & Poor's Credit Markets "AAA"

BBI: 4.56%

NAME OF BIDDER	MATURITY (February 1)	RATE	REOFFERING YIELD	PRICE	NET INTEREST COST	TRUE INTEREST RATE
UNITED BANKERS' BANK Bloomington, Minnesota	2015**	0.600%	0.600%	\$713,880.00	\$79,772.22	1.9777%
	2016**	0.600%	0.600%			
	2017	0.850%	0.850%			
	2018	1.150%	1.150%			
	2019	1.450%	1.450%			
	2020	1.750%	1.750%			
	2021	2.050%	2.050%			
	2022	2.250%	2.250%			
	2023	2.400%	2.400%			
CRONIN & COMPANY, INC. Minneapolis, Minnesota	2015	2.000%		\$721,253.20	\$94,333.19	2.3294%
	2016	2.000%				
	2017	2.000%				
	2018	2.000%				
	2019	2.000%				
	2020	2.250%				
	2021	2.250%				
	2022	2.750%				
2023	2.750%					
NORTHLAND SECURITIES, INC. Minneapolis, Minnesota	2015	2.000%		\$715,960.70	\$94,121.97	2.3372%
	2016	2.000%				
	2017	2.000%				
	2018	2.000%				
	2019	2.000%				
	2020	2.000%				
	2021	2.200%				
	2022	2.400%				
2023	2.600%					

*Subsequent to bid opening the issue size was decreased to \$715,000.

Adjusted Price - \$708,922.50

Adjusted Net Interest Cost - \$77,932.28

Adjusted TIC - 1.9690%

**\$110,000 Term Bond due 2016 with mandatory redemption in 2015

www.ehlers-inc.com



Minnesota
Offices also in Wisconsin and Illinois

phone 651-697-8500
fax 651-697-8555

3060 Centre Pointe Drive
Roseville, MN 55113-1122

City of Falcon Heights, Minnesota

\$715,000 General Obligation Equipment Certificates, Series 2013B

Sources & Uses

Dated 12/05/2013 | Delivered 12/05/2013

Sources Of Funds

Par Amount of Bonds	\$715,000.00
Planned Issuer Equity contribution	70,000.00
Total Sources	\$785,000.00

Uses Of Funds

Total Underwriter's Discount (0.850%)	6,077.50
Costs of Issuance	25,126.00
Deposit to Project Construction Fund	750,000.00
Deposit to Project Fund (Rounding)	3,796.50
Total Uses	\$785,000.00

Series 2013 GO Equip Cert | SINGLE PURPOSE | 11/13/2013 | 11:35 AM



EHLERS
LEADERS IN PUBLIC FINANCE

City of Falcon Heights, Minnesota

\$715,000 General Obligation Equipment Certificates, Series 2013B

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	2010 Equip Certs	2013A Bonds	Net New D/S	105% of Total	2013A Bond - Assessments	Levy/(Surplus)
02/01/2014	-	-	-	-	71,050.00	3,153.33	74,203.33	77,913.50	-	77,913.50
02/01/2015	30,000.00	0.600%	12,719.78	42,719.78	35,700.00	67,095.00	145,514.78	152,790.52	47,447.92	105,342.60
02/01/2016	80,000.00	0.600%	10,827.50	90,827.50	-	66,645.00	157,472.50	165,346.13	47,447.91	117,898.22
02/01/2017	85,000.00	0.850%	10,347.50	95,347.50	-	71,045.00	166,392.50	174,712.13	47,447.91	127,264.22
02/01/2018	85,000.00	1.150%	9,625.00	94,625.00	-	70,167.50	164,792.50	173,032.13	47,447.91	125,584.22
02/01/2019	85,000.00	1.450%	8,647.50	93,647.50	-	69,127.50	162,775.00	170,913.75	47,447.91	123,465.84
02/01/2020	85,000.00	1.750%	7,415.00	92,415.00	-	67,925.00	160,340.00	168,357.00	47,447.91	120,909.09
02/01/2021	85,000.00	2.050%	5,927.50	90,927.50	-	66,560.00	157,487.50	165,361.88	47,447.91	117,913.97
02/01/2022	90,000.00	2.250%	4,185.00	94,185.00	-	-	94,185.00	98,894.25	-	98,894.25
02/01/2023	90,000.00	2.400%	2,160.00	92,160.00	-	-	92,160.00	96,768.00	-	96,768.00
Total	\$715,000.00	-	\$71,854.78	\$786,854.78	\$106,750.00	\$481,718.33	\$1,375,323.11	\$1,444,089.27	\$332,135.38	\$1,111,953.89

Significant Dates

Dated	12/05/2013
First Coupon Date	8/01/2014

Yield Statistics

Bond Year Dollars	\$3,956.22
Average Life	5.533 Years
Average Coupon	1.8162473%
Net Interest Cost (NIC)	1.9698661%
True Interest Cost (TIC)	1.9690290%
Bond Yield for Arbitrage Purposes	1.8054740%
All Inclusive Cost (AIC)	2.6653040%

Series 2013 GO Equip Cert | SINGLE PURPOSE | 11/13/2013 | 11:35 AM





130 East Randolph Street
Suite 2900
Chicago, IL 60601
tel 312-233-7000
reference no.: 1282777

November 8, 2013

City of Falcon Heights
City Hall
2077 West Larpenteur Avenue
Falcon Heights, MN 55113
Attention: Mr. Bart Fischer, City Administrator

**Re: *US\$720,000 City of Falcon Heights, Minnesota (Ramsey County) General Obligation
Equipment Certificates, Series 2013B, dated: December 05, 2013, due: February 01, 2023***

Dear Mr. Fischer:

Pursuant to your request for a Standard & Poor's Ratings Services ("Ratings Services") rating on the above-referenced obligations, Ratings Services has assigned a rating of "AAA". Standard & Poor's views the outlook for this rating as stable. A copy of the rationale supporting the rating is enclosed.

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Sincerely yours,

A handwritten signature in cursive script that reads "Standard & Poor's". The signature is written in black ink and is positioned below the "Sincerely yours," text.

Standard & Poor's Ratings Services

sp
enclosures

cc: Ms. Deb Peterson
Mr. Nick Anhut
Ms. Pia Troy
Ms. Shelly Eldridge, CIPFA



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RatingsDirect®

Summary:

Falcon Heights, Minnesota; General Obligation

Primary Credit Analyst:

Errol R Arne, New York (1) 212-438-2379; errol.arne@standardandpoors.com

Secondary Contact:

Jennifer Boyd, Chicago (1) 312-233-7040; jennifer.boyd@standardandpoors.com

Table Of Contents

Rationale

Outlook

Related Criteria And Research

Summary:

Falcon Heights, Minnesota; General Obligation

Credit Profile

US\$0.72 mil GO equip certs ser 2013B dtd 12/05/2013 due 02/01/2023

Long Term Rating

AAA/Stable

New

Rationale

Standard & Poor's Ratings Services assigned its 'AAA' long-term rating to Falcon Heights, Minn.'s series 2013B general obligation (GO) equipment certificates. The outlook is stable.

A pledge of the city's full-faith-credit-and-resources and an agreement to levy ad valorem property taxes without limitation as to rate or amount secure these bonds.

The rating on the city reflects our newly released local GO criteria and our assessment of the following factors.

- Very strong budgetary flexibility with 2012 available reserves at 79% of general fund expenditures;
- Very strong liquidity providing very strong cash levels to cover both debt service and expenditures;
- Very strong debt and contingent liabilities position, with low debt burden as compared with market value and rapid amortization;
- Strong economy, which benefits from participation in the broad and diverse economy of Minneapolis-St. Paul-Bloomington, Minnesota-Wisconsin metropolitan statistical area (MSA);
- Strong management with good financial policies; and
- Adequate budgetary performance, which has produced consistent general fund results.

Very strong budget flexibility

In our opinion the city's budgetary flexibility remains very strong, with reserves above 75% of expenditures for the past several years and no plans to significantly spend them down. The city anticipates reserves for 2013 will be at a slightly higher level than 2012 levels. For fiscal 2012, available reserves were \$1.3 million or 79% of expenditures.

Very strong liquidity

Supporting the city's finances is liquidity we consider very strong, with total government available cash and debt service both over 100% of debt service. We believe the city has strong access to external liquidity as it has been issuing GO bonds for over 15 years.

Very strong debt and contingent liability profile

In our opinion, the city's debt and contingent liabilities profile is very strong with total governmental funds debt service at 2.7% of total governmental funds expenditures and with net direct debt as a percentage of total governmental funds revenue at 47.1%. Qualitative factors that had a positive impact to the initial score were rapid amortization and low net debt as a percentage of market value. The city expects to retire more than 65% of its debt in 10 years, and its net debt is below 3% of market value.

All full-time and certain part-time employees of Falcon Heights City are covered by defined-benefit pension plans administered by the Public Employees Retirement Assn. of Minnesota (PERA). PERA administers the General Employees Retirement Fund (GERF) and the Public Employees Police and Fire Fund (PEPFF), which are cost sharing, multiple-employer retirement plans. It has contributed 100% of the annual required contribution for each plan in each of the past three years. The pension costs for fiscal 2012 were less than 10% of expenditures and we do not expect these costs to increase substantially in the near term. The city has an immaterial implicit liability for other post-employment benefits.

Strong Economy

We consider the Falcon Heights economy to be strong with access to the broad and diverse economy of the Minneapolis-St. Paul-Bloomington, Minnesota-Wisconsin MSA. The city is located in Ramsey County, comprises 2.28 square miles, serves a 2012 estimated population of 5,426 and is adjacent the city of St. Paul. Officials state that the city is a bedroom community where most residents travel to the Twin Cities for employment. Traditionally, city unemployment has tracked on par with the state and lower than the nation and the average unemployment rate in 2012 was 5.8%. The city has projected (2017) per capita effective buying income (EBI) of 113% of the U.S. The per capita EBI in 2012 is 118%. Net tax capacity has decreased 21% since 2010, reflecting a recent recession and state legislative changes. The economic market value in 2012 is \$369.9 million and despite the recent decline in tax capacity, the per capita market value for the city was \$68,175 for fiscal 2013, which we consider strong.

Strong management conditions

We view the city's management conditions as strong, with good financial practices combined with a consistent ability to maintain balanced budgets. The city has a detailed long-term capital plan with identified sources and uses and a formal reserve policy.

Adequate institutional framework

We consider the Institutional Framework score for Minnesota cities with population greater than 2,500 as strong. See Institutional Framework score for Minnesota.

Outlook

The stable outlook reflects our view that the city will sustain its very strong budget flexibility, liquidity, and debt profile. As such we do not expect to change the rating in our two-year outlook horizon.

Related Criteria And Research

- USPF Criteria: Local Government GO Ratings Methodology And Assumptions, Sept.
- USPF Criteria: Financial Management Assessment, June 27, 2006
- S&P Public Finance Local GO Criteria: How We Adjust Data For Analytic Consistency, Sept. 12, 2013
- Institutional Framework Overview: Minnesota Local Governments

Complete ratings information is available to subscribers of RatingsDirect at www.globalcreditportal.com. All ratings

Summary: Falcon Heights, Minnesota; General Obligation

affected by this rating action can be found on Standard & Poor's public Web site at www.standardandpoors.com. Use the Ratings search box located in the left column.

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October 31st, 2013

Michelle Tesser, Assistant City Administrator
City of Falcon Heights
2077 West Larpenteur Ave.
Falcon Heights, MN 55113-5594

Re: Parks Improvement Study

Dear Michelle,

On behalf of all of us here at WSB & Associates, Inc. (WSB), we would like to sincerely thank you and the City of Falcon Heights for giving us this opportunity to present our qualifications and proposal for the Parks Improvement Study.

The following proposal material illustrates our understanding of the tasks based on the requirements of the RFP and previous discussions with the City. Also included is a listing of professionals that we feel will be beneficial for this project and our corresponding fee proposal. WSB brings an appreciation and understanding of the nuances needed for this project and would love the opportunity to work with you to set the stage for successful future endeavors.

We're delighted to be included in this process and would be happy to answer any questions you may have regarding our proposal, so please don't hesitate to contact us for clarification.

Thanks again, and we look forward to the opportunity to provide you and the City of Falcon Heights with our well-rounded professional services.

Sincerely,

WSB & Associates, Inc.

A handwritten signature in blue ink, appearing to read "Candace C. Amberg", is written over a large, light blue circular scribble or stamp.

Candace C. Amberg
Project Manager, Senior Landscape Architect



City of
Falcon
Heights



Proposal to Provide
Professional Services for the:

Parks Improvement Study

For the City of Falcon Heights

October 31, 2013

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Contact: Candace Amberg, RLA
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Project Understanding



The RFP and discussions with staff have provided us with a reasonable understanding of the City's expectations for this project. We recognize that citizens, elected officials, special interest groups, and staff will each bring varying perspectives that will need to be appropriately considered as part of our consensus building approach.



The following work plan defines our approach to this project, which is based on many years of experience with large and small communities across the state. We fully expect to modify our approach to address the specific needs and nuances of the City of Falcon Heights as the project progresses forward, to accommodate the unique circumstances of this community. Please consider the following as a starting point and basis for further discussion.



Using Previous Projects as Stepping Stones

As defined under our qualifications, WSB & Associates, Inc. has extensive experience in preparing park, trail, and open space system plans that truly respond to the particular needs of a community. Our previous projects have given us valuable knowledge about recreational trends and the many nuances that must be considered as part of a park system.

Using these past projects as stepping stones, we are confident that we will meet or exceed your expectations for this park improvement study. We are also confident that the study outcomes will reflect the community values and quality of life expectations that will be confirmed through our community outreach during the planning process.

Sustainability

We have received feedback from our prior projects and gained some insights into the most useful areas of our reports, as well as the areas that could be streamlined. This has allowed us to create much more effective documents without all the bulk. We expect to apply the best of our working experience about park system planning to this project in order to provide you with the most effective planning tool to move forward with future improvements.

Through our past experiences we have also come to recognize the importance of developing strategies that will help ensure that the City is well-positioned to actually implement future endeavors to ensure the park system meets the needs of the community. This includes everything from land acquisition, redevelopment, park dedication, operations and maintenance, and programming. Lacking attention to this aspect of planning, it has been our experience that actual plan implementation can become unachievable and quickly fall short of what was envisioned.



Undertake Community Outreach and Public Input

A sound and complete strategy for community outreach and public process is at the core of our approach. WSB believes that success in creating a park improvement study plan is predicated on a shared vision by stakeholders and as such, their involvement becomes a fundamental part of the planning process.

It is our belief that engaging stakeholders starts with first identifying them and then getting them involved in the planning process in a meaningful way in order to truly create “champions” for the parks system.



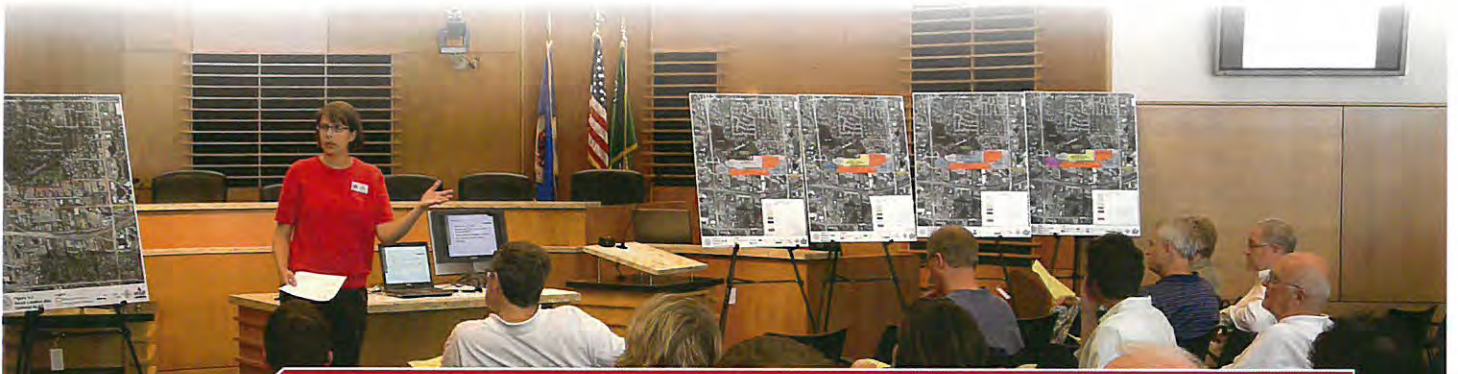
We also feel that building long-term relationships with stakeholders will be critical to meeting the community needs for today and tomorrow. While it is expected that stakeholders often see the value in the park system in different ways, gaining consensus on priorities and defining how much should be spent on the system will require a close and open relationship with all participants.

Within the context of this project, potential stakeholders are considered very broadly to include:

- **Traditional and identifiable park users who derive tangible benefits from the park system** (i.e., play on a ballfield, walk on a path, etc.).
- **Individuals and groups who may not directly use services and park facilities, but still derive some perceived benefit from the park system** (i.e., social, economic, and environmental values).
- **Current non-users** who do not perceive any benefit from the park system for a variety of reasons, such as feeling under serviced, disenfranchised, or unwilling to participate.



Based on our understanding of the project to date, WSB envisions working with staff to define the key stakeholders and developing a strategy best suited to getting them involved. We expect to use a variety of approaches and techniques to gain stakeholder input, as outlined in our Work Plan.



Methodology

For simplicity, our work program is broken down into essential work tasks. These tasks are meant to provide a general overview of what will be focused on and is a basis for our fee proposal. If selected, WSB is prepared to provide the City with additional detailed information for each work task and refine the process as necessary. Please note that the tasks listed will overlap with one another, as they will occur in varying stages through the course of the project.

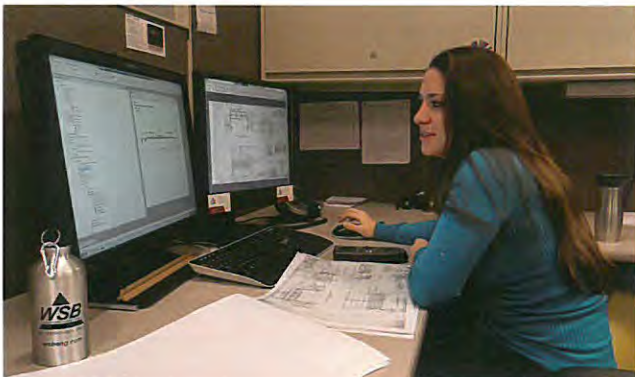


Step 1: Project Start-Up and Gather Information

Project Start-up

A start-up meeting between WSB and city staff will start the planning process. **It is during this meeting that we will clearly define project objectives, issues, time frames, and roles with staff.** The general purpose of the focus meeting will be to:

- Allow WSB the opportunity to develop a very clear understanding of the scope of the project and intended outcomes.
- Clearly define the City's expectations.
- Confirm key individuals, committees, project representatives, etc. who will be either directly involved in the project or have information that will affect the project.
- General broad-based review and discussion about project issues and concerns.



Project start-up would also entail a preliminary review of the existing system and internal organization, gathering background and base information, gathering background and base information, previously completed studies and reports, gathering available mapping, etc. from the City, setting up computer hardware and software programs, assessing all of the information available about the project, and so forth. Once the stage is set, the work on the project will begin in earnest.

Gather Background Information

Gathering information and assessing the condition of existing facilities/resources to meet contemporary recreational needs of the current and projected demographics is always of importance to truly understand the overall health and functionality of the existing system. Our past work not only makes us well versed in typical standards for parks, trails, and recreational facilities, but we have also been instrumental in creating many of the refined standards commonly used for parks, recreational facilities, and trails in the region.

This work task will focus on getting our feet on the ground and developing a solid understanding of the existing park system and project dynamics. This phase of the project also focuses on aggregating the information that has been gathered thus far and translating that into a usable form for planning purposes.



Evaluation & Assessment

In this context, assessment simply refers to taking a comprehensive look at all of the factors that will influence the preparation of the park improvement study. In conjunction with the information derived from the public process, WSB will also consider a number of other factors that might influence outcomes. This typically includes:

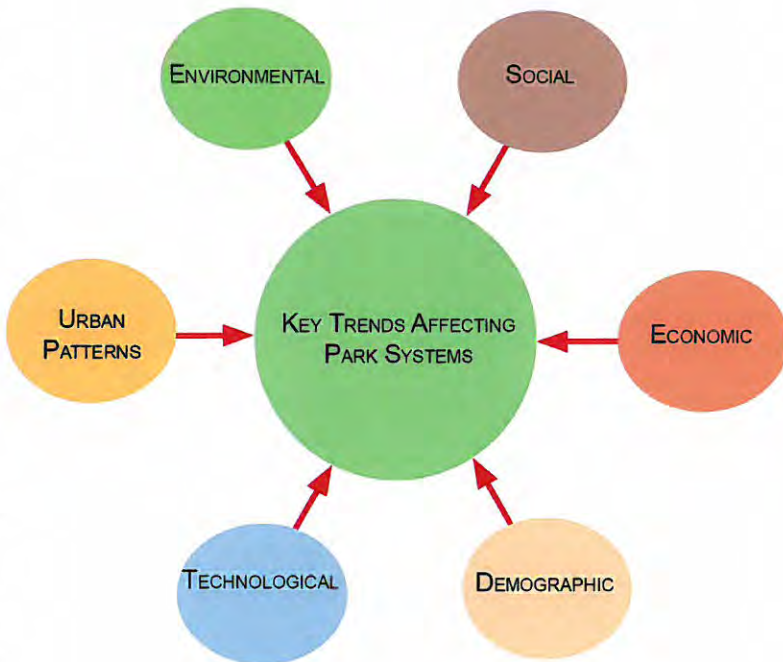
- **Current conditions review** – relates to evaluation of the current park system, services, and past approaches to system planning. Basically this brings the planning team up to speed on the current circumstances and identifies critical issues facing the city.
- **General system evaluation** – relates to review of available information about the current park system and related data, existing master plans, funding studies, etc. WSB will work closely with staff on gathering, reviewing and analyzing this information to determine if the current programs and funding levels are adequate to sustain the system.
- **General assessment of condition of parks, facilities and infrastructure** – relates to evaluating parks, facilities and infrastructure to determine general current physical conditions and uses as it relates to safety and accessibility. This also includes how the parks are being impacted, their programmed uses, effects on maintenance and operations, and geographical distribution.
- **Review of information on participation rates and use patterns** – this would focus on working closely with staff on defining current demand for facilities and recreational programs and determine if the right programs are being offered.
- **Pedestrian Links** – though not specifically addressed in the RFP, this would focus on taking a general look at sidewalks, trails and bikeways within the City of Falcon Heights, and along adjoining communities, to develop an understanding of access to park and recreational areas, including a gap analysis.

Note that assessing park and recreation needs is both internal and external to the city. Internal assessment is reflected in the items listed above. Also important, however, is to look beyond the organization and see what is happening in the industry in a general sense and determine if some of the findings have application to the City of Falcon Heights.



Understanding Trends

Given our emphasis on meeting the true needs of the community, WSB places considerable significance on understanding how demographic, recreational and societal trends will influence the demand for park and recreation facilities and programs. The overall demographic trends that are occurring in Minnesota are forcing communities to reconsider old planning paradigms that relied on providing a static palette of recreation programs, services, and facilities to serve a relatively stable, homogeneous population. While diversity creates an interesting social fabric, it also adds to the variability of the public's desire for parks and recreation facilities and underscores the need for an inclusive public process.



As part of the planning process, WSB will review demographic and census information provided by the City to help develop an understanding of where the community's population characteristics are headed and determine potential implications to planning outcomes.

By researching and understanding trends affecting the City of Falcon Heights to their fullest reasonable extent, one can better understand the needs of residents across the city and prepare a plan that will ensure greater confidence that the right mix of recreation programs, services, and facilities are provided.

The graphic on the left summarizes the major trend categories.

Step 2 – Engage Stakeholders

Over the years, WSB has come to respect the value of a more inclusive project where we reach out to the community to listen and explore options we may not have thought of otherwise. This allows the planning process to become more tailored to a particular community and allows for a well-perceived process that the community will be proud to support in the future.

WSB emphasizes public input into the planning process as a foundation for decisions. Essentially, this work task focuses on the simple notion of listening to stakeholders in order to understand what is needed. The most important role we have as planners is to correctly interpret and internalize the community's collective vision for the city at a very early stage. Not only in terms of the written objectives, but also in terms of the less-definable, but very important, individual perceptions that have arisen over the years.

To do this we envision developing a comprehensive assessment of needs, demands and priorities, which is considered essential to the success of the project and is viewed as one of the most important work tasks of the project.



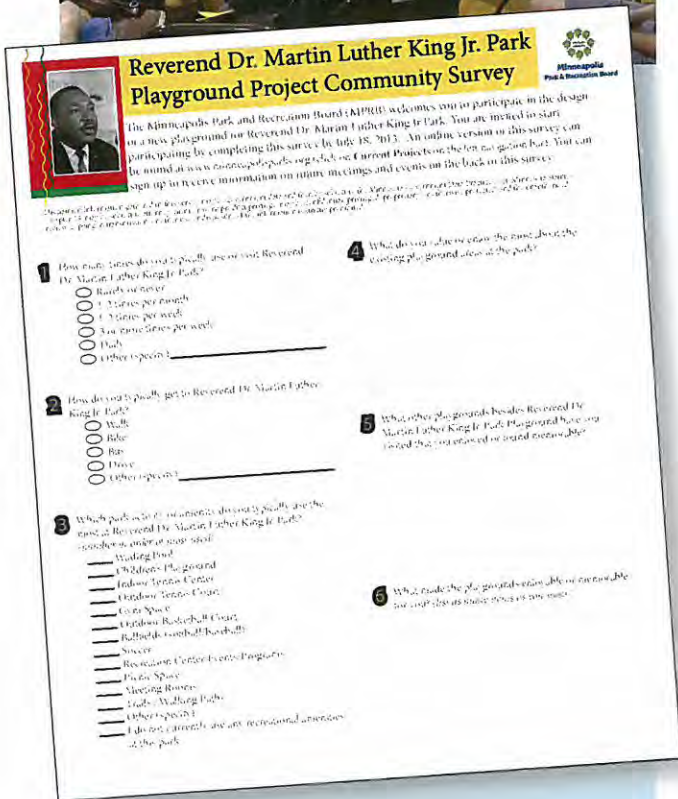
It is our intent to use the public process to assess the needs of the community, build direct and lasting relationships with key stakeholders, and involve them in the decision process. Using the following techniques, WSB will provide residents, local businesses, and stakeholder groups direct access to the planning process.

- ✓ • **Individual Interviews:** WSB will work with the City to undertake a two day interview session in order to meet with city officials, staff, and other select community representatives to gain first hand one-on-one information and perceptions. Meetings with the University of Minnesota and other important groups would also fall under this technique.
- ✓ • **Open House/Public Forum Meetings:** This typically includes holding meetings with neighborhood groups to gain insight, address broad concepts, and gather feedback. These are open to the public and we envision holding up to two separate open house meetings at the start of the project to gather input and one open house meeting to report findings and conceptual ideas prior to the final report.
- ✓ • **Formal Public Meetings:** WSB shall attend one Parks and Recreation Commission meeting at the start of the project to gather input from the commission members. WSB shall also attend two public meetings at the end of the project, one to present the draft report for review and comment, and one to present the final report for adoption and approval.
- ✓ • **Survey/Questionnaire:** WSB will work with the City to implement a public survey/questionnaire through direct mailings and/or Survey Monkey. Once the results are in, WSB would provide analyses of the results and define how the results might affect planning outcomes. The following details our approach to the survey/questionnaire.



Survey/Questionnaire

Though technically not “statistically valid”, WSB has extensive experience to create and conduct a survey/questionnaire as part of the system study process. Our method will still provide the necessary information required to enhance the system study, but at a cost savings to the City. The following outlines our suggested approach to the survey/questionnaire portion of the community outreach, but please note that we are open to modifying our approach based upon discussions and outcomes from the project kick-off meeting.



- Meet with the staff to discuss objective and outcomes; gain staff input on topics and priorities in which they want input from the community. The survey will be designed based on discussion with staff related to which aspects of the park system study are of most importance.
- Survey design is anticipated to include both quantitative questions (scaled questions; rating or ranking questions; satisfaction/importance questions; etc.) and qualitative questions (where residents provide comments based on a given question). Both types of data are extremely valuable. Analyzing qualitative data can be time consuming; therefore many survey firms will tend to shy away from asking open-ended questions. However, responses to open-ended questions can often provide a level of insight and richness that quantitative questions cannot.
- Set up survey online utilizing SurveyMonkey.
- Set up a hard copy of the survey that the City can distribute in mailings. The hard copy version will contain the same questions, only sometimes with visual graphics not available with the online version. In this case, it is important that the City include a stamped, self-addressed envelope to encourage participation and return of the survey.
- Consult with the City regarding pre-survey and post-survey communication strategies to help enhance the overall response rate and visibility of the project. Typically this type of survey is conducted at the household level; one member is asked to complete the survey for all members of the household. It is important to remember that many residents are busy or uninterested and will tend to choose not to respond. The important factor is that all residents will be provided with an opportunity to provide input; whether they choose to provide input or not.

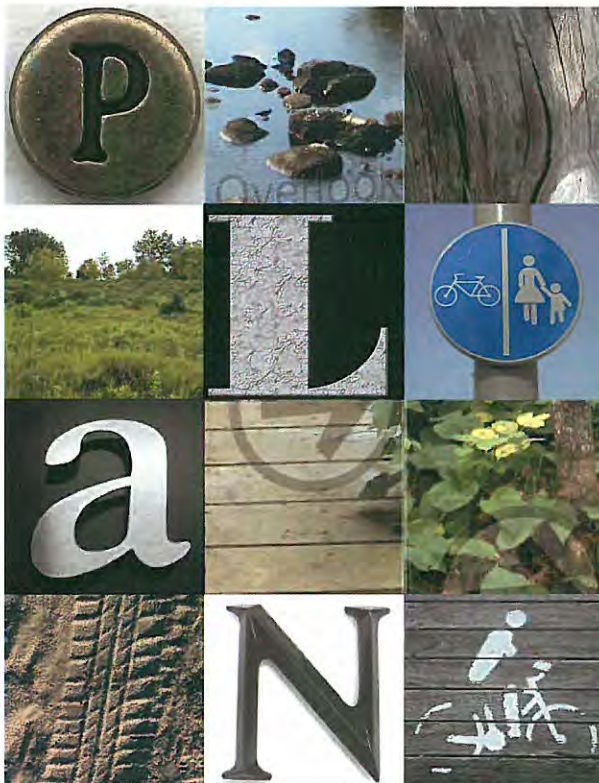
Step 3 – Recommendations

The next step in our planning approach is to take all the input we have gathered so far, compare and evaluate the information, and make some recommendations. WSB will work closely with staff on defining the demands and creating priorities in order to support park and recreational facilities, local programs and services. This includes city-provided programs and services as well as those provided by local groups and associations.

Undertake Gap Analysis & Fiscal Assessment:

As part of this step in the process, WSB will compare existing facilities with community needs, industry standards, emerging trends, and visionary concepts to see how they meet current and future needs. Recommendations will be provided for sustaining, enhancing, and expanding facilities on a city-wide basis as needed to meet future needs. Looking beyond the boundaries of Falcon Heights will be a key factor in truly determining how the recreational needs of the community are, or are not, being met. Areas in which an overlap or duplication of facilities/ services exist will also be addressed.

Our team embraces the “needs based, land measured, facilities driven” approach to parks, open space, trails, and recreational facilities planning. This simply means that determining facility needs, and the land area to accommodate those needs, relies heavily on the findings from the public process and accompanying trends research. In the past decade or more, reliance on formula-driven type approaches (i.e., “x” number of soccer fields per 1000 population) has been down-played since it was found to be an inaccurate predictor of true facility needs, given inherent demographic variability in cities and towns across a given region.



** Strategic Planning*

WSB will develop a strategic planning framework. This simply refers to defining the City of Falcon Heights mission statement and vision for the park system and then establishing a course of action for making them a reality. The strategic plan basically establishes the big picture for the park system.

In the past, these plans were somewhat static, often times more or less amounting to a straightforward policy plan. WSB however, stresses greater emphasis on recognizing that plans of today must be more dynamic, with a strategic plan that is responsive to current needs while still remaining flexible enough to respond to future changes. WSB will work in collaboration with the city to define the overall vision and mission of the system and agency. The strategic plan will then go on to define the dominant strategies that come out of the planning process, especially the stakeholder process and the assessment of need.

** Funding Strategies*

WSB can provide assistance to the City of Falcon Heights with developing funding strategies and priorities. With respect to the system financing and development of a capital improvement plan, WSB will:

- Examine existing funding mechanisms already used by the city
- Define and consider a variety of funding options otherwise available to cities and determine which have merit for park and recreational areas within the City of Falcon Heights
- Consider and/or introduce emerging or creative funding options to determine their merit in this context

With respect to specific funding sources to investigate, the WSB team will consider a number of sources. Findings from this task will be documented on the final report, including listing the funding options, defining the pro's and con's of each option, and identifying potential opportunities to use a given option relative to the implementation plan.

The Realities of Satisfying All Interests

Note that our approach is not naive to the challenges of satisfying all interests. Our experience over the last two decades or more suggests that is not always possible. This reality only underscores the importance of making sure that the process is inclusive, that we have listened carefully, weighed options, and that the recommendations ultimately presented to the City Council are reasonable in light of the circumstances.

Step 4 – Report Preparation

The final step in the planning process is the creation of the Park Improvement Study report.

The report will pull together the findings and recommendations from the process into a well-integrated set of recommendations covering all of the identified issues and objectives defined in the RFP. Finding a balance between servicing the many needs of the community in an economically-viable manner will be a key objective of the physical plan. Any new opportunities or imposing threats to the system will also be identified and addressed.



The actual written park improvement study will start with the broad description of the system and work toward the details associated with each park site. The plan will consider service areas, as well as provide an overview of the system by park classification.

On an individual park unit basis, the report will define how an individual site fits into the overall park system, and then go the next step by defining the following items for each site:

- Listing of major park features and service areas
- Define preferred and appropriate park purpose and establish its development program focus
- Confirmation of Vision: To ensure consistency with city's broader mission, we recommend confirming its vision and policies as it relates to parks and recreation.



- Evaluations and recommendations for each park and recreational facility. Information will include, classification, character of site/setting, existing facilities, development considerations/recommendations, and potential development costs to the optimal level.
- Priority Recommendations: provides a description and ranking of priorities based on findings from the process. This includes discussion about any limitations that go along with the ranking, such as defining where additional study might be necessary to enhance confidence about a given decision. It also includes qualifiers for a given ranking, which essentially defines the set of conditions affecting its ranking.

Value-Added Options

In an effort to enhance the project, the City of Falcon Heights may want to consider adding the following components to the park improvement study. The services would be provided at an additional cost to the City, which can be found in our Fee Proposal.

- As an additional service, the City may elect to have a survey audit prepared by the WSB sub-consultant, Julee Quarvee-Peterson, Inc. for each of the four parks located within Falcon Heights for the purpose of complying with applicable codes, laws and design guidelines. The site surveys will include documentation of issues of non-compliance with priorities assigned to their significance and recommendations for corrective action for park related parking areas, accessible routes, trails, playfields, seating, shelter buildings, restroom facilities, picnic areas, playgrounds, and hard courts.
- As an additional service, the City may elect to have a statistically valid community survey prepared by the WSB sub-consultant, The Morris Leatherman Company. The survey would be structured for a 400 sample and shall not exceed 70 questions.
- As an additional service, WSB will work with the City to develop a social media plan to attract and engage the public to ensure a productive public involvement process. This could include the establishment of social media accounts, content calendar, and evaluation criteria.

Assumptions & Exclusions

- WSB assumes that the City will handle all mailings and postage for distribution of surveys and open house meeting notices.
- WSB assumes that the City will provide all necessary background/base map information in a format compatible with Autocad.

Project Schedule

WSB does not perceive any conflicts of interest with the City of Falcon Heights and the City can be assured that we will be working in their best interest at all times without question.

WSB is confident we can successfully complete this park improvement study within a timeline that will meet or exceed your expectations. Unless there are major unforeseen complications that arise, we anticipate completing the project as outlined in the RFP and want to assure the City of Falcon Heights that we have flexibility to adjust the schedule according to specific needs during the course of the project. We propose waiting until after contracts are signed to set up a detailed schedule with the City staff that will be in line with key Commission and City Council meeting schedules, but have provided the following tentative project schedule for your review.



Step 1: Project Start-up/Gather Information

Project Kick-off Meeting	Nov., 2013
Gather Background Information	Nov.-Dec., 2013
Evaluation & Assessments.....	Nov.-Dec., 2013
Trend Research	Nov.-Dec., 2013

Step 2: Engage Stakeholders

Interviews	Dec., 2013 – Jan., 2014
Survey/Questionnaires	Dec., 2013 – Jan., 2014
Open House Meetings.....	Dec., 2013 – Jan., 2014
Park Commission Meeting	Dec., 2013

Step 3: Recommendations

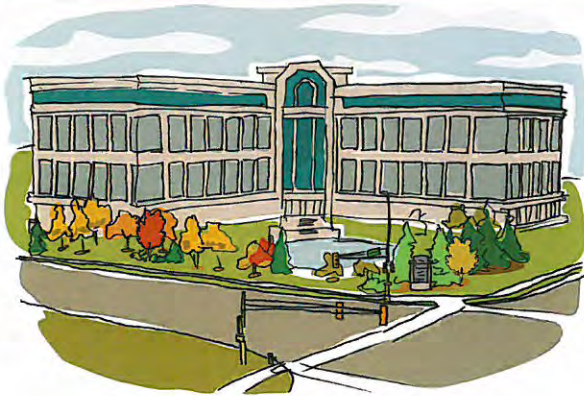
Gap Analysis& Fiscal Assessment	Dec., 2013 – Jan., 2014
Strategic Planning/Framework.....	Dec., 2013 – Jan., 2014
Funding Strategies.....	Dec., 2013 – Jan., 2014

Step 4: Final Park Improvement Study Report

Draft Report	Feb. 5, 2014
Final Report.....	March 26, 2014



Firm Background

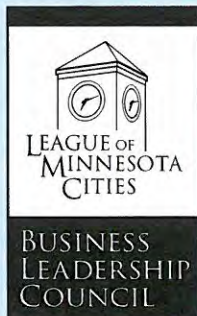


WSB & Associates, Inc. is a professional consulting and design firm providing engineering, planning, environmental, and construction services. Our corporate culture of creativity, long-lasting relationships, and high technical standards allows us to deliver cost-effective, thoughtful, and successful projects.

We anticipate and respond to our clients' changing needs, adding services and staff to address their infrastructure and environment challenges. WSB delivers technical excellence in the kind of trusting relationship our clients appreciate and value.

WSB has more than 220 staff members who are passionate about meeting challenges in new, innovative, and collaborative ways. Our experts continually elevate thought and practice by applying advanced knowledge in the areas of strategy, technology, and innovation.

One of our strengths is developing strong partnership relationships in the areas in which we do not provide services and making sure that our combined team delivers a product that is stronger and better than we could have provided by ourselves. We have been particularly successful with strategic teaming on large transportation and design-build projects.



League of Minnesota Cities Support and Advocacy

WSB is a proud member of LMC's Business Leadership Council. This membership is important to us because municipalities are the foundation of WSB's business. We see this level of support as a means of providing added value to this important organization serving our core clients. It gives us an opportunity to connect with LMC members in even more meaningful ways, sharing our insights and enhancing our service.



Key Personnel



Candace Amberg, RLA
Project Manager

Project management for this project will be the responsibility of Candace Amberg.

Since 1996, Candace Amberg has been directly involved in a variety of projects from park and system master planning through actual park design and construction. With her educational experience in planning and design, including a focus on natural resource management, Candace brings to the firm an environmentally-based planning and design perspective that allows for creative design solutions to emerge within the context of environmental sensitivity. Candace is responsive to the planning and design needs of the client, as well as the end users, and strives to provide design solutions that benefit all involved.

Candace is cognizant of the Americans with Disabilities Act design standards and safety issues as they relate to public parks, trails, and recreation. Given the importance of the evolving guidelines as they relate to the design of recreational areas, her interest and competency in these design issues have proven beneficial to the firm.

Candace has been involved in many master planning projects throughout the years. She enjoys the responsibility and commitment that is required in creating a successful plan that will enhance the community and provide much needed recreational opportunities in a creative manner. She understands that a truly successful master plan must be flexible enough to accommodate immediate, as well as phased-in implementations that will remain true to the overall vision created in the original plan.



Brian Bourassa, PE
Client Advocate

Brian will act on behalf of the City to ensure your needs are met in a timely fashion.

Brian is a principal at WSB and a registered professional engineer with over 16 years of experience in many types of municipal and general civil engineering projects. Brian's experience includes all phases of the project including feasibility study, design documents, bidding process and construction administration.

Brian is an experienced project manager responsible for the planning, coordination, design, and construction administration of a wide variety of municipal projects. Brian's strength is working with his clients to complete successful projects.



Kelsey Johnson, AICP
Community Planner

Kelsey is a community planner with extensive public sector experience. She has worked as a planner and consulting staff planner for the City of Ankeny, Iowa; the City of Mahtomedi, Minnesota; the City of Saint Anthony Village, Minnesota; the City of Tonka Bay, Minnesota; and Denmark Township, Minnesota. Her experience as a staff planner allows her to ensure that planning decisions can be practically applied.

Kelsey has also served as the project manager and lead planner on land use plans, comprehensive land use plan updates, zoning ordinance updates, subdivision regulation updates, housing action plans, and small area studies. Each of these initiatives involved a degree of public participation and involvement. Kelsey's strong leadership resulted in successful implementation of the plans she has worked on.

Kelsey is also a grant and funding specialist on WSB's Grant and Funding Committee. As a specialist, Kelsey diligently tracks and stays informed of funding and grant opportunities. Specifically, Kelsey is an expert in planning and economic development funding sources which allows the documents she works on to set the state for future funding opportunities. This background and knowledge allows for realistic implementation policies, all while creating dynamic land use and redevelopment documents. Kelsey has assisted numerous clients with identifying funding opportunities, writing funding applications, and documenting/tracking funding once obtained.



John Uphoff
Economic Development Specialist

John has more than ten years of experience managing projects to collect and analyze data, strategically positioning organizations in both the private and public sector for stability and growth. He will be responsible for all aspects of the project including, but not limited to, serving as primary contact with staff/EDA, attending meetings, writing the Housing Market Study, and coordinating the WSB team. John brings exceptional organizational and communication skills to the project and expects high quality project delivery and a culture of open and respectful dialog with staff/EDA, citizens, and community stakeholders. He also has direct experience collecting and analyzing housing statistics and data through a joint powers agreement with several Central Minnesota Cities while administering services through the Federal Neighborhood Stabilization Program.

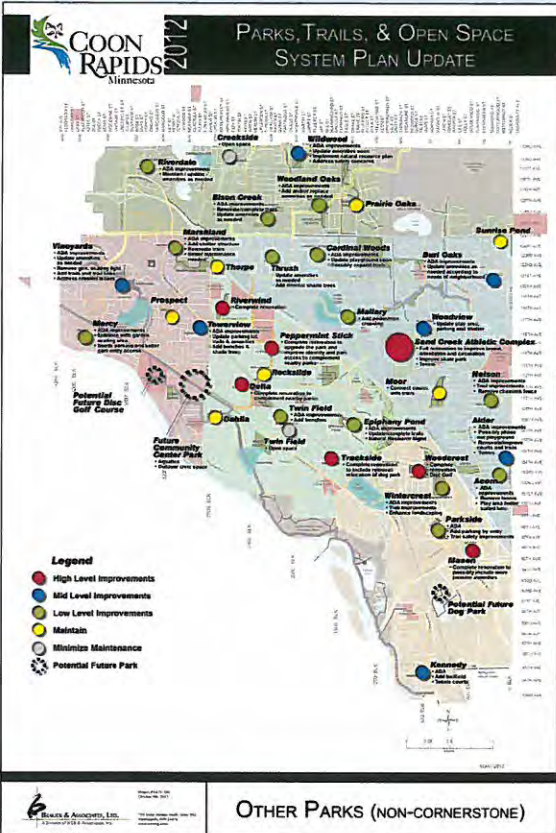


Derek Dixon
Digital Engagement Specialist

Derek is a marketing coordinator with WSB. He has a bachelor's degree in communication studies with an emphasis in public relations. At WSB, Derek maintains the company intranet site, along with the corporate social media pages (Twitter, Facebook, Youtube, etc.). One of his strengths is developing cost-effective solutions by utilizing new media and other cutting edge technologies. Derek strives for efficient communication that is accessible to the all stakeholders. Recently, he managed the social media and website efforts for the 43rd Avenue Corridor Study in Bismarck, North Dakota. Currently, he is managing the project website and Facebook page for the North Mankato Comprehensive Plan.



Project Experience



Park improvement overview graphic

2012 Park, Open Space, and Trail System Plan, and Development Guide Update Coon Rapids, Minnesota

Project Overview:

This document is the end result of a joint planning effort between the City of Coon Rapids and the consultant team. The project began in the spring of 2012 and reached completion in the fall of the year. The project focused on assessing the current facilities and needs within the city and updating the 2001 comprehensive parks, open space, and trail system plan for the city. The planning process took the following issues into consideration:

- Past history of the park system
- Past planning studies and reports from multiple agencies and groups
- Ensuring the City's trail network connected and supported (in some cases) the regional trail system provided by other government agencies.
- Community setting
- Needs and desires of the citizens
- Recreation programs from all providers

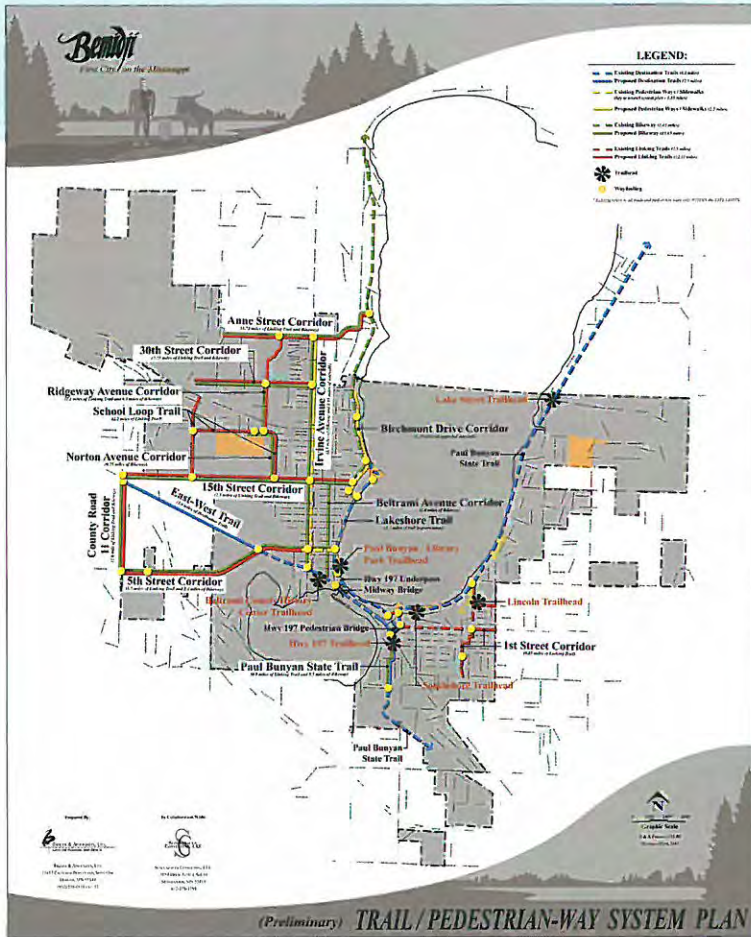
Services:

- Extensive community involvement through focus groups, interviews, and forums with stakeholders to gather information and build relationships to foster stronger community ties and enhance the Park Board's and staff's understanding of needs.
- Preparation of alternative conceptual park and trail system plans
- Preparation of a comprehensive park and trail system plan.

The system plan expands upon and ties together past plans and studies and provides the framework and guidelines for enhancing the network trails for public use. Identifying stakeholders and having them involved in the planning process was crucial to preparing a system plan that will meet community needs today and tomorrow. The public process undertaken as part of this planning effort gave the city and consultant team the chance to gain a better understanding of the community's perceptions and value system, which in turn served as the foundation for development of a system plan that responds to those sensibilities.

Project Status:

The system plan was completed in November of 2012.



Trail and Pedestrian-Way & Wayfinding System Plan

Bemidji Parks, Open Space, and Trail System Plan Update

Bemidji, MN

Project Overview:

In the spring of 2011, the City of Bemidji retained WSB to work with the Parks and Recreation Commission, City Council, and City Staff to complete a comprehensive parks, open space, and trail system plan update. The project was in-part funding by the NW Minnesota Foundation and Active Living of Bemidji. The extensive public process and open communication with citizens was instrumental in shaping a strong and common vision for parks, open spaces, and trails that will serve the needs of Bemidji and the larger region.

Key underpinnings of the vision include:

- Fostering the “city as a park” concept, whereby the parks and open spaces serve as primary factors in shaping the character of the community and creating a quality and desirable place to live, work, and recreate.
- Fostering an integrated system of trails and pedestrian-ways that connect the community together and to the larger region.
- Preserving and protecting the natural resource amenities within the community and make them accessible for human appreciation in a responsible way.
- Servicing neighborhood, community, and regional recreation needs by providing a balanced set of recreation facilities and amenities for both passive and active uses.
- Promote regional tourism and economic development

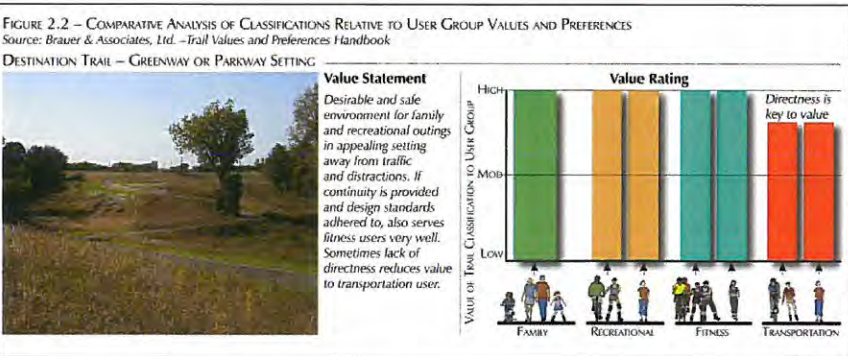
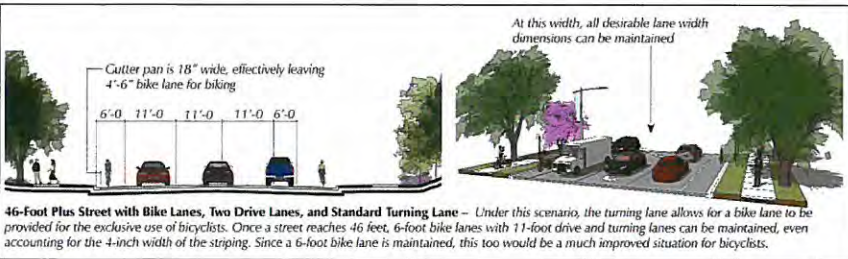
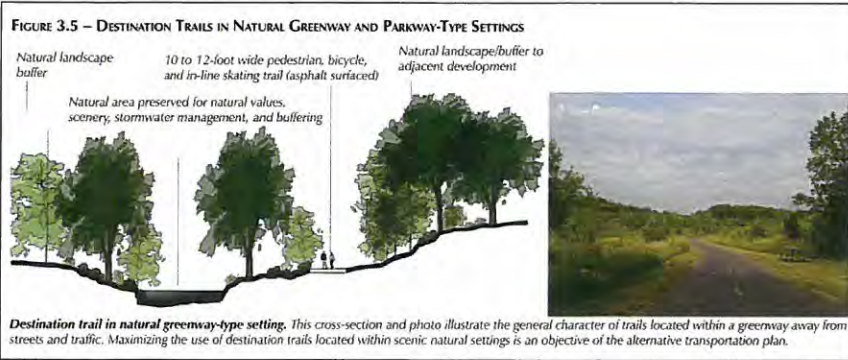
Project Status:

The report and plan was approved by the City Council in November of 2011.

Services:

- Facilitation of public process
- Preparation of all aspects of the parks, open space, and trail system plan
- Facilitation of process to develop new policies development policies





Sampling of information that can be found within the Master Plan Report

Services:

- Project planners
- Facilitation of extensive public process
- Work with the University of Minnesota Design for Health Project Team
- Preparation of all aspects of the final system plan report

Alternative Transportation Plan

Bloomington, Minnesota

Project Overview:

The City of Bloomington commissioned WSB to prepare an alternative transportation plan that focused on integrating trails, bikeways, and pedestrian-ways into the fabric of the larger transportation system.

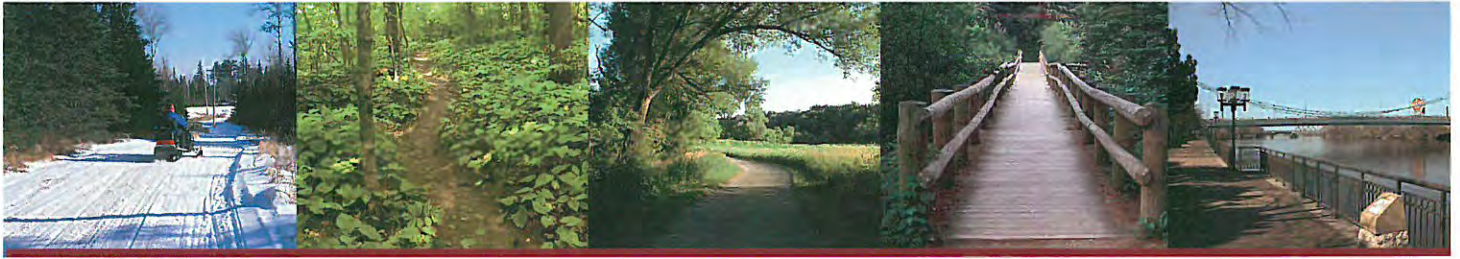
The purpose of the plan is to enhance the quality of life in Bloomington through strategic investments over time in multi-modal transportation features that meet the needs of individual and families living, working and recreating in the city.

Key components of the system plan included:

- **Core Alternative Transportation System** – focuses on the development of an initial core system of interconnected, high value trails, pedestrian-ways, and bikeways that form the backbone of the alternative transportation system
- **Neighborhood Pedestrian/Safe Routes to School Program** – focuses on incrementally filling in gaps and otherwise improving the public infrastructure to enhance safety and encourage the use of alternative forms of transportation within neighborhoods and along routes to school
- **Complete Streets Program** – focuses on including alternative transportation features into public and private built infrastructure as new development or redevelopment occurs over time consistent with the “Complete City” vision

Project Status:

Planning process completed in July 2008 and was unanimously approved by the City Council in August 2008.



Trail Planning, Design and Development Guidelines

Minnesota Department of Natural Resources

Project Overview:

WSB was commissioned by MNDNR to author a comprehensive trail manual covering all aspects of trail planning, design, and development for use by public agencies across the state, professional planners, designers, and lay persons interested in trails.

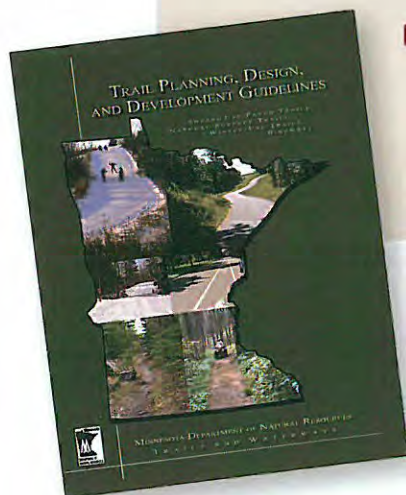
Chapters included:

- 1 - Framework for Planning Sustainable Trails
- 2 - Principles of Designing Quality Recreational Trails
- 3 - Principles of Ecological Sustainability
- 4 - Trail Classifications and General Characteristics
- 5 - Shared-Use Paved Trails
- 6 - Sustainable Natural-Surface Trails
- 7 - Winter-Use Trails

Project Status:

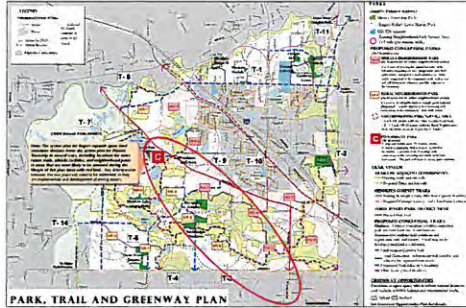
Published in March 2007. Use the following link to learn more about the manual or to purchase it.

<http://www.americantrails.org/views/MNmgmt.html>



* 2007 Achievement Award from the National Coalition for Recreational Trails, the highest national award available.

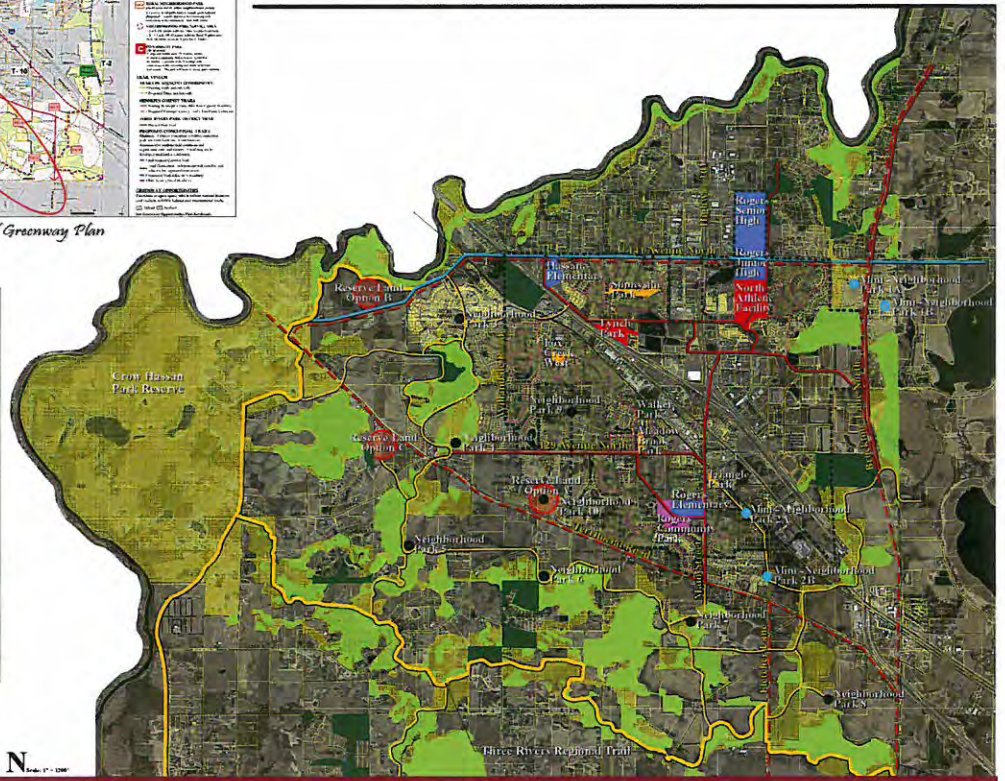
* 2008 Merit Award - MASLA.



Hassan Township Park, Trail, and Greenway Plan



PARKS, OPEN SPACE, AND TRAIL SYSTEM MASTER PLAN City of Rogers, Minnesota



6
Bauer & Associates, Ltd. Project #16-14
1000 Lake Superior and 600 S. Highway 100, St. Paul, MN 55102

Services:

- Review of existing city park standards, proposed land use, storm water drainage and utility plans, natural resource inventory, etc.
- Facilitation of Park and Recreation Advisory Commission discussion of program and priorities for park planning
- Preparation of alternative conceptual park and trail system plans
- Facilitation of public open house meetings
- Preparation of a final park and trail system plan.

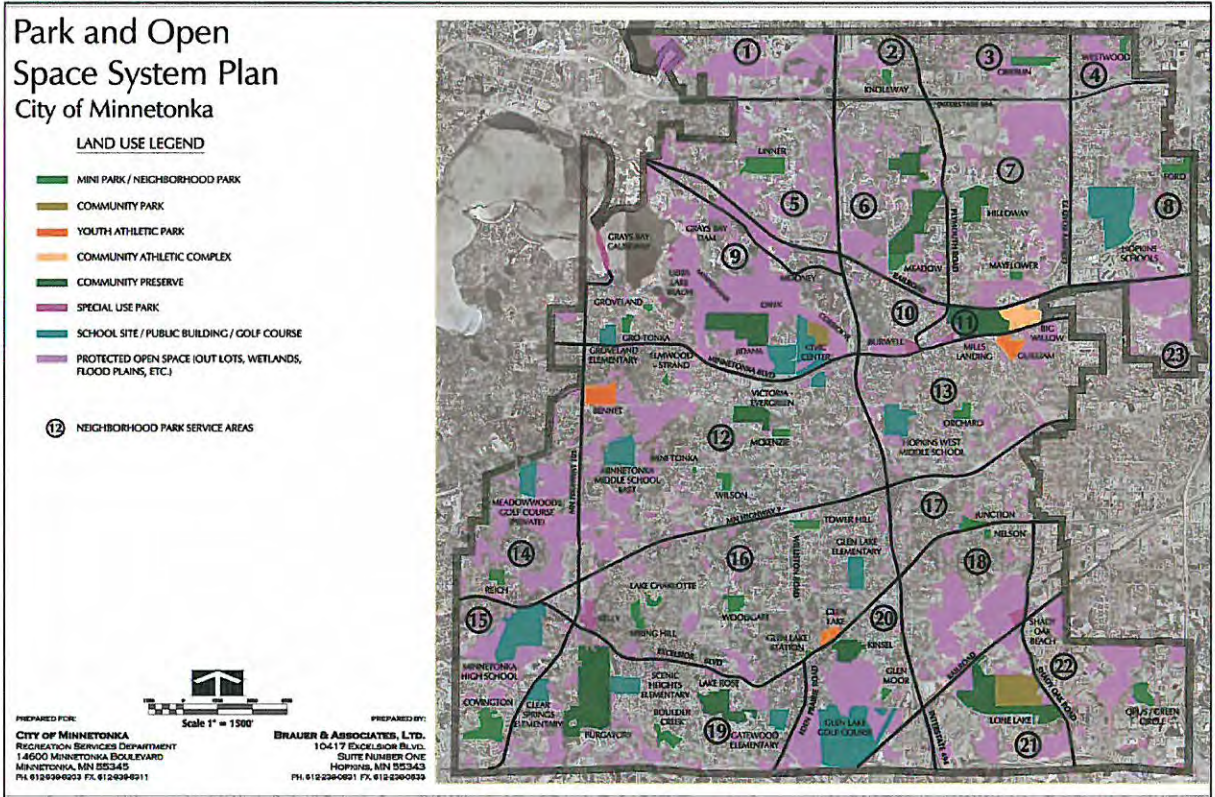
Parks, Open Space, and Trail System Plan Rogers, Minnesota

Project Overview:

In the fall of 2006, Rogers commissioned WSB and established a joint citizen task force to oversee the preparation of a comprehensive parks, open space, and trail system plan for the city of Rogers. The public process was instrumental in creating a common vision for the community. A key underpinning of this vision is fostering a high quality of life through the provision of parks, open spaces, athletic facilities, and trails within the context of responsible land stewardship, long-term sustainability, and economic viability. A mission statement was created through this process and is reflected in the system plan. "Promote a high quality of life in Rogers by providing a balanced and sustainable system of parks, natural open spaces, athletic facilities, and trails consistent with the sense of place in the community."

Project Status & Budget:

The planning process was completed in December of 2007.



Services:

- Facilitation of Park and Recreation Advisory Commission discussion of program and priorities for park planning
- Preparation of alternative conceptual park and trail system plans
- Facilitation of public process
- Preparation of a comprehensive park, open space, and trail system plan

Park, Open Space, and Trail System Plan, and Development Guide
Minnetonka, Minnesota

Project Overview:

Project consultants were commissioned in the fall of 1999 to work closely with City staff to complete a comprehensive review of the park, opens space, and trail system in Minnetonka.

Key Planning Aspects:

- Tying together a variety of planning initiatives that were undertaken over the last several years, as well as a number of existing plans, into one comprehensive plan.
- Extensive community involvement through focus groups, interviews, and forums with stakeholders to gather information and build relationships to foster stronger community ties and enhance the Park Board’s and city staff’s understanding of needs.
- Building flexibility into the system to allow the city to respond to changing community needs, reorienting neighborhood parks back toward neighborhood uses, and increasing emphasis on natural resource protection and stewardship.

Project Status:

The plan was completed in 2000.



Sitzer Park

City of Shoreview, Minnesota

Services:

- Facilitation of public involved design process
- Master planning through construction documents
- Construction bidding and observation

Project Overview:

The City of Shoreview had just recently acquired a piece of residential property that had split up the northern portion of the Sitzer Park property, with parking lots located on either side of the residential lot. The WSB landscape architects worked with the adjacent neighborhoods to create an updated master plan for the park site that took into consideration the newly acquired property.

The final plan for the park site consolidated parking into one location and created a more formal sense of entrance into the park space. New trails were added to the existing trails to create a loop system. An updated playground with more challenging equipment was relocated and made use of the existing mature trees for shade and was located further away from the ballfields and possible stray foul balls for improved safety. Ornamental fence surrounds the playground for improved safety and aesthetics, as well as to enhance the sense of entrance into the park and to provide a pleasing view of the park from Snail Lake Road. A picnic shelter was incorporated to relate both to the playground, as well as to the existing ballfields and open green space and is a focal point upon entering the park.



Overall, slight modifications and some additions to the park site created a more pleasing and aesthetic park environment for the neighborhood.

Project Status & Budget:

Construction was completed in the fall of 2009 with a total budget of approximately \$400,000.



Services:

- Facilitation of public involved design process
- Master Planning through construction documents

Lexington Park

Roseville, Minnesota

Project Overview:

WSB worked with City staff and extensively with neighborhood residents to develop a master plan that provides a variety of activities while creating a “cornerstone” image for the community. The park is located at the highly visible intersection of County Road B and Lexington Avenue, underscoring the importance of aesthetic quality as well as function.

Project Status:

Construction was completed in 2002.



Services:

- Master planning through construction documents
- Bidding and construction observation

Central Park

Brooklyn Park, Minnesota

Project Overview:

This community park is fittingly named as it is central to the City of Brooklyn Park, hosts many community activities, and located near City Hall. The park was beginning to show its age, with components literally falling apart, such as the picnic shelter and pedestrian bridge. WSB worked with the City to develop a plan that updated this park to meet the community’s current demands, including improvements to access, circulation, and parking needs.

Project Status & Budget:

The first phase of construction for this project began in 2006. All improvements are planned to be complete in 2009 for an overall budget of \$2.1 million.



Services:

- Facilitation of public involvement
- Master planning
- Construction documents
- Bidding & Construction observation

Diamond Point Park

Bemidji, Minnesota

Project Overview:

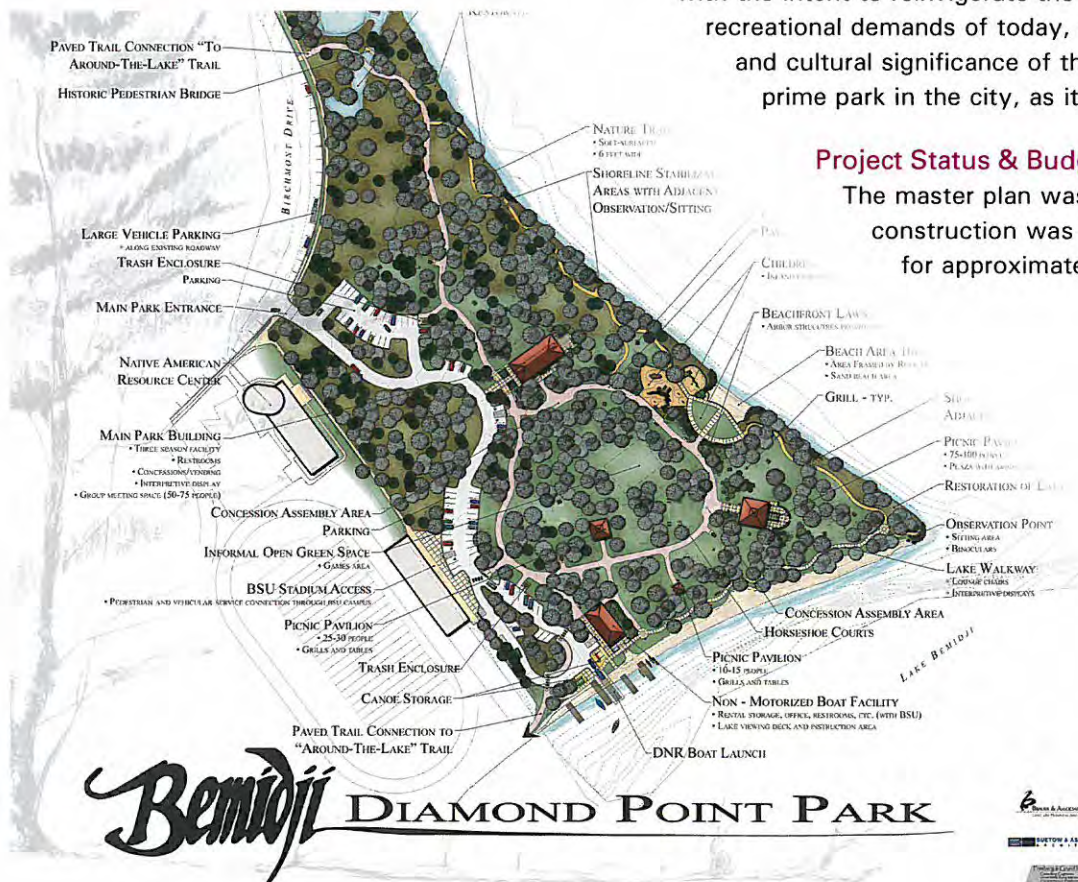
The City of Bemidji selected WSB to prepare a master plan for a very historic and highly used park site located in the heart of the city right along the shoreline of Lake Bemidji. The site was previously inhabited by at least four different prehistoric cultures, whose artifacts can still be found on the site today, so the master plan had to be respectful of the historical and cultural significance. The site is also located adjacent to Bemidji State University's stadium and is currently used for athletic event parking. Recreational amenities that exist in the park consist of a beach area, children's playground, boat launch, and various picnic areas.

***MRPA's Award of Excellence**

A vision was created for the park during the planning process with the intent to reinvigorate the park to carefully meet the recreational demands of today, while restoring the historical and cultural significance of the site, in order to create a prime park in the city, as its name reflects.

Project Status & Budget:

The master plan was finalized in 2006 and construction was completed in the fall of 2007 for approximately \$2.5 million.





Services:

- Work closely with City staff to develop program
- Conceptual planning
- Master planning
- Cost estimation

Round Lake Park

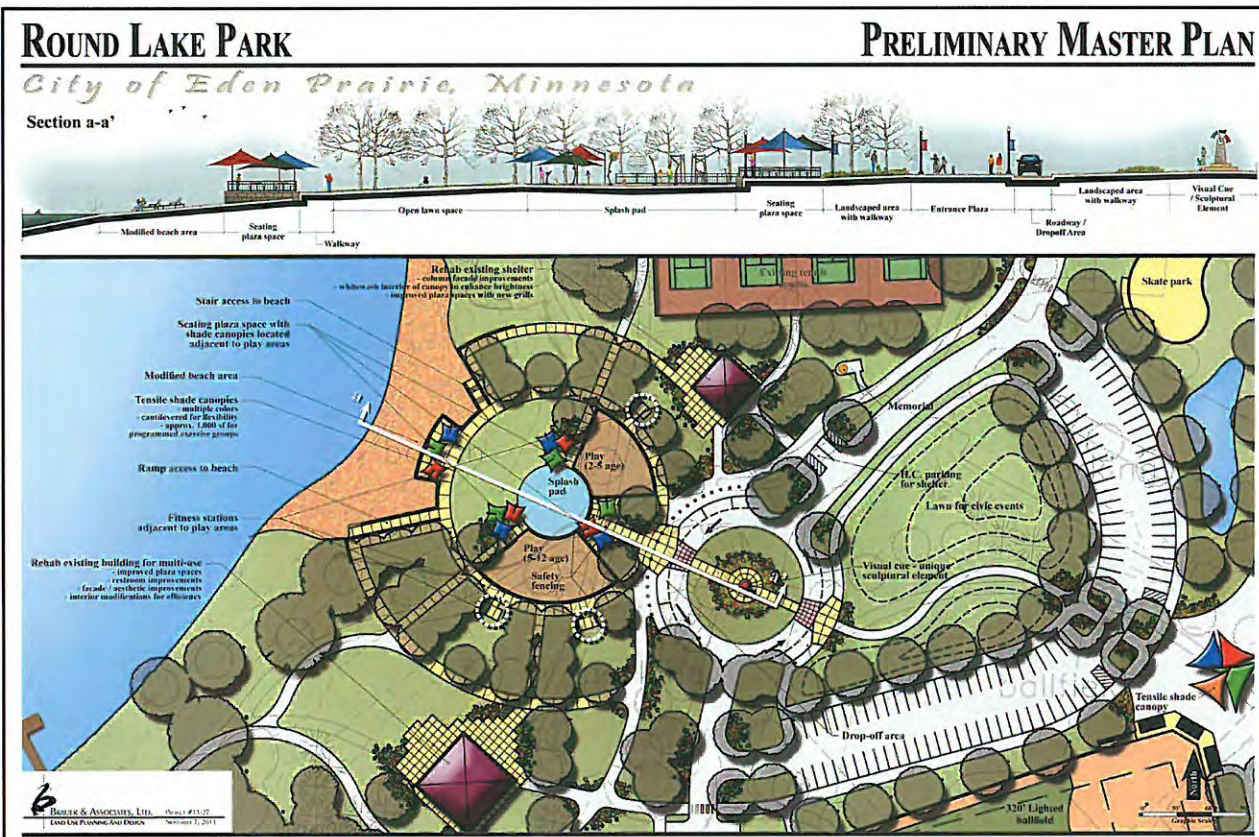
Eden Prairie, Minnesota

Project Overview:

WSB was hired by the City of Eden Prairie to create a master plan for Round Lake Park, which is located just south of the Eden Prairie High School campus. The proposed design solves the circulation and parking issues along with improving the beachfront area, playground, ballfield orientation, and existing buildings. New proposed amenities to the park include a ballfield plaza space, multi-shelter rental facility, a splash pad, full-size basketball court, and entrance monuments and signs to direct park users.

Project Status & Budget:

The master planning process was completed in 2011 and construction of phase one was completed in 2013.





References



Gregg Engle - Parks Supervisor

City of Coon Rapids
1831 111th Ave
Coon Rapids, MN 55433
(763) 767-6552



Marcia Larson, Parks & Recreation Director

City of Bemidji
317 4th Street NW
Bemidji, MN 56601
(218) 759-3583



Perry Vetter, Assistant City Manager

City of Minnetonka
14600 Minnetonka Blvd
Minnetonka, MN 55345
(952) 939-8216



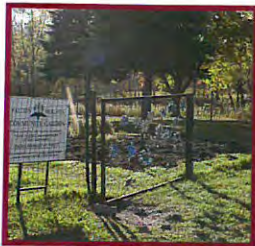
Rick DeGardner

City of Lino Lakes
600 Town Center Parkway
Lino Lakes, MN 55014
(651) 982-2444



Randy Quale

City of Bloomington
1800 West Old Shakopee Road
Bloomington, MN 55431
(952) 563-8876



Fee Proposal

The cost to provide the scope of work outlined in this proposal will be billed on an hourly basis based on our current hourly rates. A summary of the cost by task is shown below and the WSB fee schedule is located on the following page.

	Fees
Task 1 - Project Start Up / Gather Information	\$3,800.00
Task 2 - Stakeholder Engagement	\$5,200.00
Task 3 - Recommendations	\$2,500.00
Task 4 - Report Preparation	\$3,400.00
Total Fee Proposal	\$14,900.00

Value-Added Fee Proposal

The following fee's are for the value-added optional services and are in addition to the fee's for the scope of work detailed above. Any or all of the services may be added to the contract, at the direction of the City.

	Fees
Add-on #1 - Park Survey Audit	\$4,100.00
Add-on #2 - Statistically Valid Survey	\$15,000.00
Add-on #3 - Social Media Plan	\$1,000.00



Costs associated with word processing, cell phones, reproduction of common correspondence and mailing are included in the hourly rates. Vehicle mileage is normally included in our billing rates, but can be charged separately if specifically outlined by contract.

Reimbursable expenses include costs associated with plan, specification and report reproduction, permit fee, delivery cost, etc.

Rate schedule is adjusted annually.

Each staff person is assigned one billing rate that is commensurate with their experience and expertise. Multiple rates illustrate the varying levels of experience within each category.

	2013 Billing Rate/Hour			
Principal	\$142			
Associate	\$133			
Senior Project Manager	\$124	\$133	\$142	
Project Manager	\$109	\$116	\$12	
Project Engineer	\$94	\$101	\$109	\$116 \$124
Graduate Engineer	\$75	\$80	\$85	\$90
Sr Landscape Architect / Sr Planner / Sr GIS Specialist	\$101	\$109	\$116	\$124 \$133
Landscape Architect / Planner / GIS Specialist	\$62	\$69	\$76	\$83 \$90 \$96
Engineering Specialist / Sr Environmental Scientist	\$85	\$90	\$96	\$102 \$110 \$118
Engineering Technician / Environmental Scientist	\$49	\$56	\$63	\$69 \$75 \$80
Construction Observer	\$82	\$87	\$92	\$97 \$102
Coring Crew				
One-Person Crew	\$155			
Two-Person Crew	\$230			
Survey Crew				
One-Person Crew	\$114			
Two-Person Crew	\$149			
Three-Person Crew	\$174			
Underwater Inspection Dive Team	\$400			
Office Technician	\$40	\$62	\$72	\$79



The City That Soars!

REQUEST FOR COUNCIL ACTION

Meeting Date	December 11, 2013
Agenda Item	Public Hearing E1
Attachment	Budget Introduction Letter Resolutions 13-35 and 13-36 Due to the size and cost of printing the 2014 Budget, the document is available on the City's website: www.falconheights.org or at City Hall
Submitted By	Bart Fischer, City Administrator

Item	2014 Budget Hearing and Adoption																										
Description	<p>Each year the City Council is required to adopt a budget and tax levy to fund City operations. This action must be completed before the end of the year, and the adopted levy is then provided to Ramsey County so they can produce property tax statements for each parcel in the County. On September 11th, the City Council adopted a preliminary levy and established December 11th as the date at which the public would be given an opportunity to address the Council about the proposed budget and tax levy.</p> <p>Before the Council is a proposed property tax levy of \$1,083,850 and a General Fund Budget of \$1,779,118. The levy and budget with a comparison to 2013 is detailed below:</p> <table border="1" data-bbox="331 1203 1523 1444"> <thead> <tr> <th></th> <th>2013 Levy</th> <th>Proposed 2014 Levy</th> <th>% Increase (Decrease)</th> </tr> </thead> <tbody> <tr> <td>Ad Valorem</td> <td>\$1,008,302</td> <td>\$944,570</td> <td>(6%)</td> </tr> <tr> <td>Debt Service</td> <td>\$75,705</td> <td>\$139,280</td> <td>46%</td> </tr> <tr> <td>Total</td> <td>\$1,084,007</td> <td>\$1,083,850</td> <td>0%</td> </tr> </tbody> </table> <table border="1" data-bbox="331 1484 1523 1642"> <thead> <tr> <th></th> <th>2013 General Fund Budget</th> <th>Proposed 2013 General Fund Budget</th> <th>% Increase</th> </tr> </thead> <tbody> <tr> <td></td> <td>\$1,724,310</td> <td>\$1,779,118</td> <td>3.1%</td> </tr> </tbody> </table> <p>The impact of this proposed levy on a median valued home, which in 2014 is assessed at \$224,900, is estimated to result in a decrease of \$46, or (-8.2%), in the City portion of the homeowner's taxes.</p> <p>A full presentation with more details will be presented at the City Council meeting and will be available on the City's website. In addition, attached to this report is the</p>				2013 Levy	Proposed 2014 Levy	% Increase (Decrease)	Ad Valorem	\$1,008,302	\$944,570	(6%)	Debt Service	\$75,705	\$139,280	46%	Total	\$1,084,007	\$1,083,850	0%		2013 General Fund Budget	Proposed 2013 General Fund Budget	% Increase		\$1,724,310	\$1,779,118	3.1%
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	\$1,724,310	\$1,779,118	3.1%																								

	budget cover letter which goes into more detail about specific budget line items, factors influencing the proposed budget, and historical information.
Budget Impact	This budget preserves the core functions of the City's current operations and does not rely on a transfer from the Sanitary Sewer fund.
Attachment(s)	Budget Introduction Letter Resolutions 13-35 and 13-36 Due to the size and cost of printing the 2014 Budget, the document is available on the City's website: www.falconheights.org and at City Hall.
Action(s) Requested	Staff recommends that the Falcon Heights City Council hold a public hearing and receive comment. Once the hearing is closed, staff recommends that the City Council adopt Resolution 13-35 regarding the 2014 tax levy and adopt Resolution 13-36 regarding the 2014 City of Falcon Heights budgets.

December 11, 2013

Honorable Mayor Lindstrom
And
Members of the City Council
City of Falcon Heights

I am pleased to present for your consideration the 2014 City of Falcon Heights operating budget. This document is important not only as a budgetary tool, but also communicates to our residents, business community, and property owners the goals and priorities of the city for the upcoming year.

The City of Falcon Heights is primarily a residential community situated near the center of the Minneapolis and St. Paul metropolitan area. The city is at or near full development, with the economy consisting of light industry, commerce, and agricultural related businesses. Economic conditions and employment remain stable with the University of Minnesota St. Paul campus, Spire Federal Credit Union, and the Minnesota State Fairgrounds providing a diversified economic employment base.

FORM OF GOVERNMENT

The City of Falcon Heights operates under the Statutory Plan A form of government, where the policy decisions are made by the city council, but the administrative duties are delegated to the city administrator. One of the primary administrative duties of the city administrator is to prepare an annual budget for approval by the council.

BUDGET PROCESS

In June, city staff start the preparation of their budget requests for the next calendar year (Falcon Heights' fiscal year is the calendar year). This is accomplished by correlating the city's budget goals into financial projections, while at the same time, revenues are estimated for the next year. During July, the staff submits their budget requests for the general, special revenue, debt service, and enterprise funds to the city administrator and city finance director. Budget requests are reviewed to determine if they are accurate, reasonable, and well justified. Staff requests are modified according to projected revenues. Once completed, a preliminary budget is prepared based upon initial revenue estimates, departmental budget requests, historical trends, and financial policies.

In July, the city administrator and finance director meet with staff members individually. During these meetings, any recommended revisions are discussed and the city administrator makes the final decision as to what will be included in the proposed budget. The finance director uses this information to prepare the proposed budget document.

In August, budget workshops open to the public are held where the city administrator presents the proposed budget to the city council. The city council reviews the proposed budget with staff, who then adjusts the budget for any changes the council recommends. In early September, the city certifies a proposed levy and budget to Ramsey County. The proposed levy is published and parcel specific notices are mailed to property owners. The council holds a public hearing on the proposed budget in early December and afterward approves the final budget. The city's property tax levy, which is necessary to finance the approved budget, is then certified to Ramsey County. Ramsey County collects the property taxes on behalf of the city as well as other taxing jurisdictions.

During the fiscal year, line items may be overspent as long as the total activity budget is not overspent. City staff may recommend changes in the activity budget to the city council, who can then approve or

disapprove the amendment. The council may approve an activity to be overspent if funding is available, but may not amend the property tax levy.

BUDGET ORGANIZATION

The city's annual budget consists of five basic sections:

1. Introductory section
2. Governmental funds
3. Enterprise funds
4. Five-year capital improvement plan
5. Appendixes

The introductory section includes the city's goals for 2014, fiscal policies and budget summary information. The governmental funds section includes revenue and expenditure history and projections from 2011 to 2014 for the general, special revenue, debt service, and capital projects funds. A fund is defined as an independent fiscal and accounting entity with a self-balancing set of accounts and resources which are dedicated for a specific purpose. The city uses the modified accrual basis of accounting for all governmental funds, in which revenues are recognized when they become measurable and available and expenditures are generally recognized when the related fund liabilities are incurred.

Enterprise funds are those operated in a manner similar to private business enterprises, where the costs of providing services (expenses) are to be recovered primarily on a user-charge basis to the general public (revenues). The city uses the accrual basis of accounting for its enterprise fund (sanitary sewer, storm sewer), in which revenues are recognized when they are earned and expenses are recognized when they are incurred.

The city's Five-Year Capital Improvement Plan (C.I.P.) is a tabulation of projects and equipment that are being recommended with potential funding sources for each. A capital asset is defined as an expenditure which results in the acquisition or replacement of a fixed asset which costs \$1000 or more and/or has a life expectancy of three years or more. The city uses the threshold level of \$5000 to determine if the capital asset is listed in the general fixed asset account group. The Five-Year Capital Improvement Plan is approved by the city council, but it is a planning document only and approval carries no appropriation authority. All appropriations are made as a result of the annual budgeting process.

A glossary of terms is provided to assist in a better understanding of this budget. Appendixes include additional information to support underlying budget assumptions.

2014 BUDGET SUMMARY

The 2011 State of Minnesota legislative session, or rather the special session that ended the state government shutdown, enacted sweeping changes to how property taxes are calculated at the local government level. The budget compromise negotiated between the governor and legislature eliminated the Market Value Homestead Credit (MVHC) program. In theory, this program served as a credit to local units of government and helped reduce the property tax impact on homesteaded properties. Over the past several years, however, this program was rarely fully funded and left cities such as Falcon Heights in the position of having to make up this loss of revenue. During the 2011 legislative special session, the MVHC program was eliminated and replaced with a Market Value Exclusion, where a portion of residential homestead properties value was eliminated for tax purposes. In effect, this action reduced the taxable market value of property in Falcon Heights by 4% FOR 2011.

The Market Value Exclusion continued in 2012 with the median Estimated Value dropping from 244,800 to 218,900 resulting in a decrease of 10.6% value. For 2013, the median Estimated Value increased from 218,900 to 224,900 resulting in an increase of 2.7%.

Personnel

As in most government and service related organizations, the vast majority of our spending is the result of employing workers and their associated benefits.

Personnel Costs

We have included a 2% cost of living adjustment for regular employees in 2014. There was a 2% COLA in 2013.

Health Insurance

2014 will be the fifth year where the city participates in the Public Employees Insurance Program. PEIP is a plan offered through the State of Minnesota to cities and other organizations through out the state. The 2014 renewal rate is 2.5%. Employees will continue to purchase other insurance coverages (dental, life, etc.) through Ramsey County.

There are no new full-time employees included in the 2014 Budget.

Individual Budget Summaries

As was the case for the past few years, the economic outlook is still uncertain, but it is likely that economic improvements will be seen in the near future. The areas below highlight department budgets where there are notable changes from the 2013 budget:

Police (122):

Reflects a 1 year contract negotiated during 2013. Also reflects a slight increase in dispatching expenses associated with consolidated dispatch center. *The increase in the police budget for 2014 totals a modest \$18,564 (\$15,051 for the police contract, an increase of \$3,513 for dispatching costs).*

Expenditure Summary

The proposed budget reflects a modest increase in expenditures of \$54,808, or 3.17%

Revenues:

Local Government Aid (LGA)

The city's LGA allocation increased for 2014 in the amount of \$193,581. For 2013 the amount was 310,126.

Licenses, Permits, and Charges for Service

Estimated revenues from building permits and licenses are projected to increase compared to what was anticipated in the 2013 budget. We also are budgeting about the same in other revenues such as facility

rentals, zoning fees, and accident clean-up fees, but slightly less in fines and forfeitures, which reflects recent trends.

Transfer from Reserve Funds

For 2014, there is no transfer from reserves to provide a balanced budget. In order to provide a balanced budget in 2013, a transfer from reserve funds was needed in the amount of \$80,000 . This was a decrease as compared to 2012. The actual amount transferred in the last few years has been smaller than budgeted due to higher than expected revenues and lower than expected expenses. Transferring money from capital and enterprise accounts to the general fund began in response to the 2003 LGA cuts the city was impacted by. Continual elimination of this transfer should be a goal of future budgets in order to protect the capital account balances and our bond ratings. Since 2006, the actual amount transferred from capital or other accounts at the end of the year has been less than what was originally budgeted.

History of Transfer From Reserves to General Fund		
Year	Budgeted Amount	Actual Amount
2004	\$135,676	\$135,676
2005	\$204,315	\$204,315
2006	\$229,832	\$160,000
2007	\$161,337	\$4,000
2008	\$113,797	\$65,000
2009	\$21,732	\$0
2010	\$112,400	\$77,400
2011	\$71,917	\$23,800
2012	\$126,075	\$56,075
2013	\$80,000	\$80,000

Debt Levy

The city council issued new equipment certificates in 2010 to fund the acquisition of new public works equipment. The total bond issue was \$300,000 for a term of five years. In 2013, the city issued additional equipment certificates for a new fire truck for \$715,000 and also issued an improvement bond for \$445,000 for the 2013 storm and street project.

Summary

The overall general fund budget, including expenses, revenues, and transfers, totals \$1,779,118. This is an increase of \$54,808, or 3.17% over the 2013 operating budget. The total tax levy is \$1,083,850, which is \$157 lower than the levy approved for the 2013 budget. This results in a city tax rate of 24.796%, and a estimated \$46 property tax decrease on a median valued home (which in 2014 will be \$224,900). Falcon Heights continues to provide a high level of service at a very reasonable cost.

When measured against other Ramsey County municipalities, Falcon Heights' tax rate is very impressive:

City	Proposed 2014 City Tax Rate
Falcon Heights	24.796%
Arden Hills	28.236%
Lauderdale	29.999%
Little Canada	31.299%
Maplewood	49.476%
Mounds View	44.791%
New Brighton	41.574%
North St. Paul	36.134%
Roseville	40.052%

St. Paul	46.147%
Shoreview	37.474%
Vadnais Heights	29.351%
White Bear Lake	21.140%

The frugal tax rates are due to an aggressive budget philosophy that encourages sharing or contracting for services from neighboring government agencies. Some examples of these practices include:

- Obtaining police services from the City of St. Anthony
- Using the City of Roseville for city engineering services
- Providing fire department services to the City of Lauderdale (allowing us to offset our expenses)
- Sharing a building inspector and street sweeper with the City of Little Canada
- Participating with seventeen area communities on technology related issues, such as phone and information technology services

In closing, I wish to acknowledge the contributions of many staff members, especially Finance Director Roland Olson and Finance Intern John Oneil for their tireless efforts in putting these documents together.

Sincerely,



Bart Fischer
City Administrator

**CITY OF FALCON HEIGHTS
COUNCIL RESOLUTION**

December 11, 2013

No. 13-35

RESOLUTION ADOPTING THE 2014 TAX LEVY

BE IT RESOLVED that the City Council of the City of Falcon Heights authorizes the City to levy taxes in the amount of \$1,083,850 for the year 2014; and

BE IT FURTHER RESOLVED that the County Auditor should extend the tax levy in the amount of \$1,083,850 for the year 2014.

Moved by:

Approved by: _____

Peter Lindstrom
Mayor
December 11, 2013

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

Attested by: _____

Bart Fischer
City Administrator
December 11, 2013

**CITY OF FALCON HEIGHTS
COUNCIL RESOLUTION**

December 11, 2013

No. 13-36

RESOLUTION ADOPTING THE 2014 BUDGET

BE IT RESOLVED by the City Council of the City of Falcon Heights that the General Fund Operating Budget for the year 2014 in the amount of \$1,779,118 and other Fund Budgets as listed are adopted.

Park Program Fund (201)	\$66,070
Community Garden (203)	\$1,000
Water Fund (204)	\$81,197
Emerald Ash Borer	\$72,000
Recycling Fund (206)	\$84,745
Community Development Fund (208)	\$4,640
Street Light Utility (209)	\$33,780
GO Equipment Cert. Series 2010A	\$74,040
GO Improvement Cert. Series 2013A (311)	\$11,340
GO Equipment Cert. Series 2013B (312)	\$10,857
General Capital Improvements (401)	\$13,150
Public Safety Capital (402)	\$25,950
Parks Recreation/Public Facilities Capital (403)	\$127,150
TIF District #1-3 (414)	\$191,650
Infrastructure Capital (419)	\$39,150
Capital Equipment 2010 A (424)	\$8,215

Moved by:

Approved by: _____

Peter Lindstrom
Mayor
December 11, 2013

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

Attested by: _____

Bart Fischer
City Administrator
December 11, 2013



The City That Soars!

REQUEST FOR COUNCIL ACTION

Meeting Date	December 11, 2013
Agenda Item	Consent F1
Attachment	General Disbursements and Payroll
Submitted By	Roland Olson, Finance Director

Item	General Disbursements and Payroll
Description	General Disbursements through 12/06/2013: \$452,440.08 Payroll through 11/30/2013 \$31,020.21
Budget Impact	
Attachment(s)	General Disbursements and Payroll
Action(s) Requested	Staff recommends that the Falcon Heights City Council approve general disbursements and payroll.

PACKET: 00913 NOVEMBER 15 PAYABLES
 VENDOR SET: 01 City of Falcon Heights
 SEQUENCE : ALPHABETIC
 DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
ST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-00265		AMERICAN ENVIRONMENTAL LLC				

I-270		STORM SEWER CLEANING	62,145.89			
11/15/2013	APBNK	DUE: 11/15/2013 DISC: 11/15/2013		1099: N		
		STORM SEWER CLEANING		602 4602-87150-000	CATCH BASIN CLEANING/JET	10,000.00
		SS TELIVISING AND JETTING		601 4601-87100-000	TELEVISING AND JETTING	48,685.89
		SS ROOT CUTTING		601 4601-87300-000	ROOT TREATMENT/CUTTING	2,960.00
		LOCATE PAVD OVR MANHOLE COVER		601 4601-89000-000	MISCELLANEOUS	500.00
		=== VENDOR TOTALS ===	62,145.89			
=====						
01-00295		AVR, INC				

I-201311154410		CONCRETE FOR SIDEWALKS	19.03			
11/15/2013	APBNK	DUE: 11/15/2013 DISC: 11/15/2013		1099: N		
		CONCRETE FOR SIDEWALKS		419 4419-92005-000	SIDEWALK IMPROVEMENTS	19.03
		=== VENDOR TOTALS ===	19.03			
=====						
01-03001		CAMPBELL KNOTSON				

I-201311154413		OCT: LEGAL FEES	1,714.19			
11/15/2013	APBNK	DUE: 11/15/2013 DISC: 11/15/2013		1099: Y		
		OCT: LEGAL FEES		101 4114-80200-000	LEGAL FEES	1,714.19
		=== VENDOR TOTALS ===	1,714.19			
=====						
01-03089		CASH				

I-201311154401		SUPPLIES, DONUTS/ BAGELS ELEC	26.53			
11/15/2013	APBNK	DUE: 11/15/2013 DISC: 11/15/2013		1099: N		
		ENVELOPES		101 4112-70100-000	SUPPLIES	4.29
		5-TAB-WRITE UNIT		101 4112-70100-000	SUPPLIES	14.55
		DONUTS AND BAGELS FOR ELECTION		101 4111-70100-000	SUPPLIES	7.69
		=== VENDOR TOTALS ===	26.53			
=====						
01-03110		CENTURY LINK				

I-201311154412		LANDLINE BILLS	115.31			
11/15/2013	APBNK	DUE: 11/15/2013 DISC: 11/15/2013		1099: N		
		CURT FIELD LANDLINE		101 4141-85011-000	TELEPHONE - LANDLINE	55.48
		COMM PARK LANDLINE		101 4141-85011-000	TELEPHONE - LANDLINE	59.83
		=== VENDOR TOTALS ===	115.31			

PACKET: 00913 NOVEMBER 15 PAYABLES
 VENDOR SET: 01 City of Falcon Heights
 SEQUENCE : ALPHABETIC
 DUE TO/FROM ACCOUNTS SUPPRESSED

ST DATE	BANK CODE	DESCRIPTION	GROSS DISCOUNT	P.O. # G/L ACCOUNT	ACCOUNT NAME	DISTRIBUTION
=====						
01-03123	CINTAS CORPORATION #470					
I-470291748		TOWELS/TP	113.76			
11/15/2013	APBNK	DUE: 11/15/2013 DISC: 11/15/2013		1099: N		
		TOWELS/TP		101 4131-70110-000	SUPPLIES	113.76
=====						
I-470323456		TOWELS/TP	87.16			
11/15/2013	APBNK	DUE: 11/15/2013 DISC: 11/15/2013		1099: N		
		TOWELS/TP		101 4131-70110-000	SUPPLIES	87.16
=== VENDOR TOTALS ===			200.92			
=====						
01-05171	FRA DOR INC					
I-1310344		BLACK DIRT FOR SIDEWALKS	138.95			
11/15/2013	APBNK	DUE: 11/15/2013 DISC: 11/15/2013		1099: N		
		BLACK DIRT FOR SIDEWALKS		101 4132-87010-000	BOULEVARD MAINTENANCE	138.95
=== VENDOR TOTALS ===			138.95			
=====						
01-05161	HAMLIN MIDWAY COALITON					
I-201311154400		CLEAN UP DAY	2,171.00			
11/15/2013	APBNK	DUE: 11/15/2013 DISC: 11/15/2013		1099: N		
		CLEAN UP DAY		206 4206-89010-000	CLEANUPDAY/EVENTS/ORG CO	2,171.00
=== VENDOR TOTALS ===			2,171.00			
=====						
01-05243	HINRICHS, RICH					
I-201311154404		DULUTH FIRE TRAINING	1,048.54			
11/15/2013	APBNK	DUE: 11/15/2013 DISC: 11/15/2013		1099: N		
		HOTEL (11/3 - 11/7) SUL & HINR		101 4124-86020-000	TRAINING	558.75
		REIMB: MILEAGE		101 4124-86010-000	MILEAGE	233.91
		MEALS IN DULUTH		101 4124-86020-000	TRAINING	105.88
		STATE FIRE TEST (SUL & HINR)		101 4124-86020-000	TRAINING	150.00
=== VENDOR TOTALS ===			1,048.54			
=====						
01-04570	JOSEPH, KATRINA E.					
I-201311154415		OCT: PROSECUTIONS	2,500.00			
11/15/2013	APBNK	DUE: 11/15/2013 DISC: 11/15/2013		1099: Y		
		OCT: PROSECUTIONS		101 4123-80200-000	LEGAL FEES	2,500.00
=== VENDOR TOTALS ===			2,500.00			

-----ID-----			GROSS	P.O. #		
ST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-05517		LAKE SUPERIOR COLLEGE				
I-00236897		FF TRAINING CLASS	1,250.00			
11/15/2013	APBNK	DUE: 11/15/2013 DISC: 11/15/2013		1099: N		
		FF TRAINING CLASS		101 4124-86020-000	TRAINING	1,250.00
		=== VENDOR TOTALS ===	1,250.00			
=====						
01-05466		LAND'S END BUSINESS OUTFIT				
I-SIN-1250244		SHIRTS WITH CITY LOGO	48.90			
11/15/2013	APBNK	DUE: 11/15/2013 DISC: 11/15/2013		1099: N		
		SHIRTS WITH CITY LOGO		101 4112-70100-000	SUPPLIES	48.90
		=== VENDOR TOTALS ===	48.90			
=====						
01-05515		LIGHTINGHOUSEUSA, INC				
I-20127		SURGE PROTECTOR	27.83			
11/15/2013	APBNK	DUE: 11/15/2013 DISC: 11/15/2013		1099: N		
		SURGE PROTECTOR		209 4209-87120-000	REPAIR & MAINTENANCE	27.83
		=== VENDOR TOTALS ===	27.83			
=====						
01-05440		LOFFLER COMPANIES, INC				
I-14444289		OCT: COPIER SYSTEM	237.91			
11/15/2013	APBNK	DUE: 11/15/2013 DISC: 11/15/2013		1099: N		
		OCT: COPIER SYSTEM		101 4112-87000-000	REPAIR OFFICE EQUIPMENT	237.91
		=== VENDOR TOTALS ===	237.91			
=====						
0355		MEDTOX LABORATORIES, INC				
I-10201370211		RANDOM DRUG TEST	51.50			
11/15/2013	APBNK	DUE: 11/15/2013 DISC: 11/15/2013		1099: N		
		RANDOM DRUG TEST		101 4132-89000-000	MISCELLANEOUS	51.50
		=== VENDOR TOTALS ===	51.50			
=====						
01-05786		MN RECREATION/PARK ASSOC.				
I-201311154408		MEMBERSHIP RENEWAL	264.00			
11/15/2013	APBNK	DUE: 11/15/2013 DISC: 11/15/2013		1099: N		
		MEMBERSHIP RENEWAL		201 4201-86100-000	CONFERENCES/EDUCATION	264.00
		=== VENDOR TOTALS ===	264.00			

PACKET: 00913 NOVEMBER 15 PAYABLES
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-----ID-----			GROSS	P.O. #		
ST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-05273	MN	PUBLIC EMPLOYEES INSURANCE				
I-201311154407		DEC: HEALTH INSURANCE	8,148.10			
11/15/2013	APBNK	DUE: 11/15/2013 DISC: 11/15/2013		1099: N		
		DEC: HEALTH INSURANCE		101 4112-89000-000	MISCELLANEOUS	8,148.10
		=== VENDOR TOTALS ===	8,148.10			
=====						
01-06185	RAMSEY	COUNTY				
I-PRRVA-000203		3RD QUARTER ELECTION CONTRACT	4,062.50			
11/15/2013	APBNK	DUE: 11/15/2013 DISC: 11/15/2013		1099: N		
		3RD QUARTER ELECTION CONTRACT		101 4115-80300-000	ELECTION CONTRACT	4,062.50
I-RISK-001625		NOV: DENTAL, LIFE DISABILITY	1,061.24			
11/15/2013	APBNK	DUE: 11/15/2013 DISC: 11/15/2013		1099: N		
		NOV: DENTAL, LIFE DISABILITY		101 4112-89000-000	MISCELLANEOUS	1,061.24
		=== VENDOR TOTALS ===	5,123.74			
=====						
01-06999	RAMSEY	CTY FIRE CHIEFS ASSOCIA				
I-20131		FIRE TRAINING	80.00			
11/15/2013	APBNK	DUE: 11/15/2013 DISC: 11/15/2013		1099: N		
		FIRE TRAINING		101 4124-86020-000	TRAINING	80.00
		=== VENDOR TOTALS ===	80.00			
=====						
01-06438	SANTELICBS,	LOUIE				
I-201311154409		REISSUE LOST CHECK 81949	214.26			
11/15/2013	APBNK	DUE: 11/15/2013 DISC: 11/15/2013		1099: N		
		REISSUE LOST CHECK 81949		101 34101-000	CITY FACILITY RENTAL	214.26
		=== VENDOR TOTALS ===	214.26			
=====						
01-06546	STAPLES					
I-8027544333		DESKTOP HEATER	79.37			
11/15/2013	APBNK	DUE: 11/15/2013 DISC: 11/15/2013		1099: N		
		DESKTOP HEATER		101 4112-70100-000	SUPPLIES	79.37
		=== VENDOR TOTALS ===	79.37			

PACKET: 00913 NOVEMBER 15 PAYABLES
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SEQUENCE : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
ST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-06525		SUBURBAN ACE HARDWARE				

I-201311154399		SHOP SUPPLIES	89.39			
11/15/2013	APBNK	DUE: 11/15/2013 DISC: 11/15/2013		1099: N		
		ALKALINE BATTERY		101 4124-70100-000	SUPPLIES	22.41
		POWER EQUIPMENT SUPPLIES		101 4141-70100-000	SUPPLIES	66.98
		=== VENDOR TOTALS ===	89.39			
=====						
01-05284		BRYAN SULLIVAN				

I-201311154405		DULUTH FIRE TRAINING	248.42			
11/15/2013	APBNK	DUE: 11/15/2013 DISC: 11/15/2013		1099: N		
		REIMB: MILEAGE		101 4124-86010-000	MILEAGE	169.50
		MEALS IN DULUTH		101 4124-86020-000	TRAINING	78.92
		=== VENDOR TOTALS ===	248.42			
=====						
01-06624		TWOMBLY, AMY				

I-201311154403		BOOT CAMP INSTRUCTOR	129.60			
11/15/2013	APBNK	DUE: 11/15/2013 DISC: 11/15/2013		1099: N		
		BOOT CAMP INSTRUCTOR		201 4201-87700-000	INSTRUCTOR-SPECIALTY CLA	129.60
		=== VENDOR TOTALS ===	129.60			
=====						
01-05195		TYLER TECHNOLOGIES				

I-025-81451		2013 FINANCIAL SOFTWARE UPDAT	1,883.44			
11/15/2013	APBNK	DUE: 11/15/2013 DISC: 11/15/2013		1099: N		
		2013 FINANCIAL SOFTWARE UPDATE		101 4113-80600-000	SOFTWARE MAINTENANCE	1,883.44
		=== VENDOR TOTALS ===	1,883.44			
=====						
01-00870		XCEL ENERGY				

I-201311154411		ELECT	2,381.44			
11/15/2013	APBNK	DUE: 11/15/2013 DISC: 11/15/2013		1099: N		
		ELECT		209 4209-85020-000	STREET LIGHTING POWER	2,381.44
		=== VENDOR TOTALS ===	2,381.44			
		=== PACKET TOTALS ===	90,338.26			

FEDERAL TAX WITHOLDING 6865.04
STATES TAX WITHOLDING 930.57
PERA 2973.57
ICMA 1900.00

TOTAL 103,007.84

PACKET: 00933 NOVEMBER 22ND PAYABLES
 VENDOR SET: 01 City of Falcon Heights
 SEQUENCE : ALPHABETIC
 DUE TO/FROM ACCOUNTS SUPPRESSED

ST DATE	BANK CODE	DESCRIPTION	GROSS DISCOUNT	P.O. # G/L ACCOUNT	ACCOUNT NAME	DISTRIBUTION
=====						
01-00250	AMERIPRIDE SERVICES					
I-1002623486		LINEN CLEANING	45.85			
11/22/2013	APBNK	DUE: 11/22/2013 DISC: 11/22/2013		1099: N		
		LINEN CLEANING		101 4124-82011-000	LINEN CLEANING	45.85
		=== VENDOR TOTALS ===	45.85			
=====						
01-03089	CASH					
I-201311224419		REC SPORTS SUPPLIES FOR CLASS	190.89			
11/22/2013	APBNK	DUE: 11/22/2013 DISC: 11/22/2013		1099: N		
		REC SPORTS SUPPLIES FOR CLASS		201 4201-70100-000	SUPPLIES	190.89
		=== VENDOR TOTALS ===	190.89			
=====						
01-03110	CENTURY LINK					
I-201311224428		AUTO DIALER LANDLINE	59.70			
11/22/2013	APBNK	DUE: 11/22/2013 DISC: 11/22/2013		1099: N		
		AUTO DIALER LANDLINE		601 4601-85011-000	TELEPHONE - LANDLINE	59.70
		=== VENDOR TOTALS ===	59.70			
=====						
01-06290	CITY OF ROSEVILLE					
I-217903-1		ENGIN SERVICES	9,326.50			
11/22/2013	APBNK	DUE: 11/22/2013 DISC: 11/22/2013		1099: N		
		2013 PMP ST ENGIN		419 4419-92055-000	CRAWFORD/ALLEY/ARONA MIL	7,996.17
		CURT FIELD DRAINAGE		602 4602-80100-000	ENGINEERING	114.51
		GENERAL ENGIN SERV		101 4133-80100-000	ENGINEERING SERVICES	1,001.77
		GENERAL ENGIN SERV 2013 PMP		419 4419-92055-000	CRAWFORD/ALLEY/ARONA MIL	214.05
		=== VENDOR TOTALS ===	9,326.50			
=====						
01-03122	CITY OF ST PAUL					
I-129884		REPAIR HOYT LIGHT	135.47			
11/22/2013	APBNK	DUE: 11/22/2013 DISC: 11/22/2013		1099: N		
		REPAIR HOYT LIGHT		209 4209-87120-000	REPAIR & MAINTENANCE	135.47
I-129891		ASPHALT PATCHING HOLE	476.63			
11/22/2013	APBNK	DUE: 11/22/2013 DISC: 11/22/2013		1099: N		
		ASPHALT PATCHING HOLE		101 4132-75000-000	BITUMINOUS PATCHING	476.63
		=== VENDOR TOTALS ===	612.10			

-----ID-----			GROSS	P.O. #		
ST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-04027		EMERGENCY APPARATUS MAINT				
I-81887		FIRE TRUCK MAINT	212.97			
11/22/2013	APBNK	DUE: 11/22/2013 DISC: 11/22/2013		1099: N		
		FIRE TRUCK MAINT		101 4124-87029-000	REPAIR OTHER EQUIPMENT	212.97
		=== VENDOR TOTALS ===	212.97			
=====						
01-04060		FASTENAL				
I-MNTC-561229		FASTENERS	89.57			
11/22/2013	APBNK	DUE: 11/22/2013 DISC: 11/22/2013		1099: N		
		FASTENERS		101 4132-70120-000	SUPPLIES	89.57
		=== VENDOR TOTALS ===	89.57			
=====						
01-04094		FOTH INFRASTRUCTURE AND ENVIOR				
I-36624		BULKY WASTE COLLECTION	2,330.90			
11/22/2013	APBNK	DUE: 11/22/2013 DISC: 11/22/2013		1099: N		
		BULKY WASTE COLLECTION		206 4206-82040-000	BULKY ITEM RECYCLING	2,330.90
		=== VENDOR TOTALS ===	2,330.90			
=====						
01-05121		GFOA				
I-201311224424		GFOA CONFERENCE	380.00			
11/22/2013	APBNK	DUE: 11/22/2013 DISC: 11/22/2013		1099: N		
		GFOA CONFERENCE		101 15500-000	PREPAID EXPENDITURES	380.00
		=== VENDOR TOTALS ===	380.00			
=====						
523		MIKE MCKAY				
I-201311224418		ENERGY REBATE PROGRAM	95.87			
11/22/2013	APBNK	DUE: 11/22/2013 DISC: 11/22/2013		1099: N		
		ENERGY REBATE PROGRAM		101 4117-89100-000	ENERGY REBATE PROGRAM	95.87
		=== VENDOR TOTALS ===	95.87			
=====						
01-05555		MEDICS TRAINING				
I-9529		EMT SERV TRAINING	550.00			
11/22/2013	APBNK	DUE: 11/22/2013 DISC: 11/22/2013		1099: N		
		EMT SERV TRAINING		101 4124-86020-000	TRAINING	550.00
		=== VENDOR TOTALS ===	550.00			

PACKET: 00933 NOVEMBER 22ND PAYABLES
 VENDOR SET: 01 City of Falcon Heights
 SEQUENCE : ALPHABETIC
 DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
ST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-05582	MENARDS					
I-201311224425		PAINT AND OTHER PRODUCTS	32.21			
11/22/2013	APBNK	MANUAL CK# 082042 11/18/2013		1099: N		
		PAINT BRUSHES		101 4132-70120-000	SUPPLIES	12.89
		SIDE WALK PAINT PRODUCTS		101 4132-87010-000	BOULEVARD MAINTENANCE	19.32
		=== VENDOR TOTALS ===	32.21			
=====						
01-05743	MN DEPT OF AGRICULTURE					
I-201311224417		'14 TREE CARE REGISTRY	25.00			
11/22/2013	APBNK	DUE: 11/22/2013 DISC: 11/22/2013		1099: N		
		'14 TREE CARE REGISTRY		101 4134-70110-000	SUPPLIES	25.00
		=== VENDOR TOTALS ===	25.00			
=====						
01-07263	NEXTEL COMMUNICATIONS, INC					
I-201311224420		OCT: CELL PHONE BILL	114.77			
11/22/2013	APBNK	DUE: 11/22/2013 DISC: 11/22/2013		1099: N		
		OCT: CELL PHONE		101 4121-85015-000	CELL PHONE	56.77
		OCT: CELL PHONE		101 4131-85015-000	CELL PHONE	11.60
		OCT: CELL PHONE		101 4141-85015-000	CELL PHONE	11.60
		OCT: CELL PHONE		101 4132-85015-000	CELL PHONE	11.60
		OCT: CELL PHONE		601 4601-85015-000	CELL PHONE	11.60
		OCT: CELL PHONE		602 4602-85015-000	CELL PHONES	11.60
		=== VENDOR TOTALS ===	114.77			
=====						
01-06024	ON SITE SANITATION					
A-521327		UNIT RENTALS	119.70			
/22/2013	APBNK	DUE: 11/22/2013 DISC: 11/22/2013		1099: N		
		COMM PARK UNIT RENTAL		601 4601-85080-000	PORTABLE TOILET PARKS	59.85
		CURT PARK UNIT RENTAL		601 4601-85080-000	PORTABLE TOILET PARKS	59.85
		=== VENDOR TOTALS ===	119.70			
=====						
01-06185	RAMSEY COUNTY					
I-FRRLG-001084		4TH QTR ELECT CONTRACT	4,062.50			
11/22/2013	APBNK	DUE: 11/22/2013 DISC: 11/22/2013		1099: N		
		4TH QTR ELECT CONTRACT		101 4115-80300-000	ELECTION CONTRACT	4,062.50
		=== VENDOR TOTALS ===	4,062.50			

-----ID-----			GROSS	P.O. #			
ST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----		DISTRIBUTION
=====							
01-06301	SAMS CLUB DISCOVER CARD						
I-201311224426		OFFICE SUPPLIES/ TRAILOR PART	740.39				
11/22/2013	APBNK	MANUAL CK# 082043 11/18/2013		1099: N			
		KLEENEX AND KITCHEN SUPPLIES		101 4131-70110-000	SUPPLIES		98.25
		ROLLER TRAILOR PARTS		403 4403-91000-000	MACHINERY & EQUIPMENT		642.14
		=== VENDOR TOTALS ===	740.39				
=====							
01-00935	ST PAUL REGIONAL WATER SERVICE						
I-201311224423		WATER CHARGES DURING SEWER JE	1,181.33				
11/22/2013	APBNK	DUE: 11/22/2013 DISC: 11/22/2013		1099: N			
		WATER CHARGES DURING JETTING		601 4601-88500-000	BILLING FEES-UTILITIES		1,181.33
		=== VENDOR TOTALS ===	1,181.33				
=====							
01-06546	STAPLES						
I-201311224429		SAFETY CORD	9.20				
11/22/2013	APBNK	DUE: 11/22/2013 DISC: 11/22/2013		1099: N			
		SAFETY CORD		101 4112-70100-000	SUPPLIES		9.20
		=== VENDOR TOTALS ===	9.20				
=====							
01-00878	US BANCORP						
I-201311224430		BLCT JDGS FOOD/PARKING/MEETIN	294.77				
11/22/2013	APBNK	MANUAL CK# 082044 11/19/2013		1099: N			
		ELECTION JUDGES FOOD		101 4115-70100-000	SUPPLIES		270.13
		MEETING WITH MAYORS		101 4111-70100-000	SUPPLIES		19.62
		PARKING		101 4112-86010-000	MILEAGE & PARKING		5.02
		=== VENDOR TOTALS ===	294.77				
=====							
01-00880	US BANK HSA CUSTODIAN FOR BART						
I-201311224427		DEC HSA DEDUCTIONS	416.64				
11/22/2013	APBNK	DUE: 11/22/2013 DISC: 11/22/2013		1099: N			
		DEC HSA DEDUCTIONS		101 21714-000	HSA FLEX PAYAB LE		366.63
		DEC HSA DEDUCTIONS		206 21714-000	HSA FLEX PAYABLE		20.83
		DEC HSA DEDUCTIONS		601 21714-000	HSA FLEX PAYABLE		16.67
		DEC HSA DEDUCTIONS		601 21714-000	HSA FLEX PAYABLE		12.51
		=== VENDOR TOTALS ===	416.64				

PACKET: 00933 NOVEMBER 22ND PAYABLES
VENDOR SET: 01 City of Falcon Heights
SEQUENCE : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
ST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
01-05870	XCEL ENERGY					
I-201311224422		ELECT	35.75			
11/22/2013	APBNK	DUE: 11/22/2013 DISC: 11/22/2013		1099: N		
		ELECT GAZERO		101 4141-85020-000	ELECTRIC/GAS	23.64
		ELECT		101 4141-85020-000	ELECTRIC/GAS	12.11
		=== VENDOR TOTALS ===	35.75			
		=== PACKET TOTALS ===	20,926.61			

PACKET: 00935 NOVEMBER 26 PAYABLES
 VENDOR SET: 01 City of Falcon Heights
 SEQUENCE : ALPHABETIC
 DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
ST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-00274	AMERICAN TEST CENTER INC					
I-2133217		757 - FIRE TRUCKS DIAGNOSTICS	555.00			
11/26/2013	APBNK	DUE: 11/26/2013 DISC: 11/26/2013		1099: N		
		757 - FIRE TRUCKS DIAGNOSTICS		101 4124-87029-000	REPAIR OTHER EQUIPMENT	555.00
		=== VENDOR TOTALS ===	555.00			
=====						
01-05422	BP					
I-201311264435		FUEL COSTS	1,576.32			
11/26/2013	APBNK	DUE: 11/26/2013 DISC: 11/26/2013		1099: N		
		FUEL		101 4124-74000-000	MOTOR FUEL & LUBRICANTS	54.22
		FUEL - STREET SWEEPING		101 4132-74000-000	MOTOR FUEL & LUBRICANTS	1,522.10
		=== VENDOR TOTALS ===	1,576.32			
=====						
01-03123	CINTAS CORPORATION #470					
I-470326835		TOWELS/TP/SUPPLIES	27.79			
11/26/2013	APBNK	DUE: 11/26/2013 DISC: 11/26/2013		1099: N		
		TOWELS/TP/SUPPLIES		101 4131-70110-000	SUPPLIES	27.79
I-470330734		TOWELS/TP/SUPPLIES	16.43			
11/26/2013	APBNK	DUE: 11/26/2013 DISC: 11/26/2013		1099: N		
		TOWELS/TP/SUPPLIES		101 4131-70110-000	SUPPLIES	16.43
		=== VENDOR TOTALS ===	44.22			
=====						
01-04004	ECOLAB					
I-3516040		DISINFECT CLEANER/ 5G FLEXTIL	397.54			
11/26/2013	APBNK	DUE: 11/26/2013 DISC: 11/26/2013		1099: N		
		DISINFECT CLEANER/ 5G FLEXTILE		101 4124-70100-000	SUPPLIES	397.54
		=== VENDOR TOTALS ===	397.54			
=====						
01-05564	MED-COMPASS					
I-22443		MEDICAL EXAMS FF	1,420.00			
11/26/2013	APBNK	DUE: 11/26/2013 DISC: 11/26/2013		1099: N		
		MEDICAL EXAMS FF		101 4124-86200-000	MEDICAL EXAMINATIONS	1,420.00
		=== VENDOR TOTALS ===	1,420.00			

PACKET: 00935 NOVEMBER 26 PAYABLES
VENDOR SET: 01 City of Falcon Heights
SEQUENCE : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

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

01-07231 MN FIRE SVC CERT. BOARD

I-2344		3 FIRE CERTS	60.00			
11/26/2013	APBNK	DUE: 11/26/2013 DISC: 11/26/2013		1099: N		
		3 FIRE CERTS		101 4124-86020-000	TRAINING	60.00
=== VENDOR TOTALS ===			60.00			

01-06139 PETERSEN, CHELSEA

I-201311264434		REIMB: MILEAGE AND CONF	66.70			
11/26/2013	APBNK	DUE: 11/26/2013 DISC: 11/26/2013		1099: N		
		REIMB: MILEAGE		101 4112-86010-000	MILEAGE & PARKING	28.70
		REIMB: APMP MEETING		101 4112-86100-000	CONFERENCES/EDUCATION/AS	38.00
=== VENDOR TOTALS ===			66.70			

01-06185 RAMSEY COUNTY

I-EMCOM-002917		NOV: 911 DISPATCH	2,407.51			
11/26/2013	APBNK	DUE: 11/26/2013 DISC: 11/26/2013		1099: N		
		NOV: 911 DISPATCH		101 4122-81200-000	911 DISPATCH FEES	2,407.51
I-EMCOM-002932		NOV: FLEET SUPPORT	59.28			
11/26/2013	APBNK	DUE: 11/26/2013 DISC: 11/26/2013		1099: N		
		NOV: FLEET SUPPORT		101 4121-86800-000	RADIO SUBSCRIBER FEE	59.28
=== VENDOR TOTALS ===			2,466.79			

01-07228 CITY OF ST ANTHONY

I-3051		DEC: POLICE SERVICES	50,169.17			
11/26/2013	APBNK	DUE: 11/26/2013 DISC: 11/26/2013		1099: N		
		DEC: POLICE SERVICES		101 4122-81000-000	POLICE SERVICES	50,169.17
=== VENDOR TOTALS ===			50,169.17			

01-07128 ST CROIX TREE SERVICE

I-86478		TREE/STUMP REMOVAL	3,300.83			
11/26/2013	APBNK	DUE: 11/26/2013 DISC: 11/26/2013		1099: N		
		TREE/STUMP REMOVAL		419 4419-85000-000	TREE REMOVAL	3,300.83
=== VENDOR TOTALS ===			3,300.83			

PACKET: 00935 NOVEMBER 26 PAYABLES
 VENDOR SET: 01 City of Falcon Heights
 SEQUENCE : ALPHABETIC
 DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
ST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-00935		ST PAUL REGIONAL WATER SERVICE				
I-201311264432		SS AND H2O SERVICES	374.83			
11/26/2013	APBNK	DUE: 11/26/2013 DISC: 11/26/2013		1099: N		
		SS FOR CITY HALL		101 4131-85070-000	SEWER	105.62
		H2O FOR CITY HALL		101 4131-85040-000	WATER	157.08
		SS FOR CURT FIELD		101 4141-85070-000	SEWER	9.58
		H2O FOR CURT FIELD		101 4141-85040-000	WATER	16.99
		SS FOR COMMUNITY PARK		101 4141-85070-000	SEWER	24.64
		H2O FOR COMMUNITY PARK		101 4141-85040-000	WATER	60.92
		=== VENDOR TOTALS ===	374.83			
=====						
01-05303		MICHELLE TESSER				
I-201311264433		REIMB: WILS/GRANT/COMM MEETIN	114.00			
11/26/2013	APBNK	DUE: 11/26/2013 DISC: 11/26/2013		1099: N		
		REIMB: WILS/GRANT/COMM MEETING		201 4201-86100-000	CONFERENCES/EDUCATION	114.00
		=== VENDOR TOTALS ===	114.00			
=====						
01-05870		XCEL ENERGY				
I-201311264431		ELECT GAZEBO	23.64			
11/26/2013	APBNK	DUE: 11/26/2013 DISC: 11/26/2013		1099: N		
		ELECT GAZEBO		101 4141-85020-000	ELECTRIC/GAS	23.64
		=== VENDOR TOTALS ===	23.64			
		=== PACKET TOTALS ===	60,569.04			

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-00800	ALLIED WASTE SERVICES					
I-923 - 0254821		DEC: WASTE REMOVAL	367.55			
12/03/2013	APBNK	DUE: 12/03/2013 DISC: 12/03/2013		1099: N		
		DEC: WASTE REMOVAL		101 4131-82010-000	WASTE REMOVAL	367.55
=== VENDOR TOTALS ===			367.55			
=====						
01-05389	ALLISON DAVITT					
I-201312034442		REIMB: MILEAGE	66.78			
12/03/2013	APBNK	DUE: 12/03/2013 DISC: 12/03/2013		1099: N		
		REIMB: MILEAGE		201 4201-86010-000	MILEAGE	66.78
=== VENDOR TOTALS ===			66.78			
=====						
01-05083	MICHAEL ARCAND					
I-201312034443		MATERIALS BUNKER GEAR WASHER	114.66			
12/03/2013	APBNK	DUE: 12/03/2013 DISC: 12/03/2013		1099: N		
		MATERIALS BUNKER GEAR WASHER		101 4124-70100-000	SUPPLIES	114.66
=== VENDOR TOTALS ===			114.66			
=====						
01-06290	CITY OF ROSEVILLE					
I-218036		DEC: IT SERVICES	1,717.62			
12/04/2013	APBNK	DUE: 12/04/2013 DISC: 12/04/2013		1099: N		
		DEC: IT SERVICES		101 4116-85070-000	TECHNICAL SUPPORT	1,717.62
I-218080		DEC: PHONE BILLS	354.09			
12/04/2013	APBNK	DUE: 12/04/2013 DISC: 12/04/2013		1099: N		
		DEC: PHONE BILLS		101 4116-85070-000	TECHNICAL SUPPORT	354.09
=== VENDOR TOTALS ===			2,071.71			
=====						
01-03302	D.R.S.					
I-201312044449		PW RANDOM DRUG TESTING	150.00			
12/04/2013	APBNK	DUE: 12/04/2013 DISC: 12/04/2013		1099: N		
		PW RANDOM DRUG TESTING		101 4132-89000-000	MISCELLANEOUS	150.00
=== VENDOR TOTALS ===			150.00			

-----ID-----			GROSS	P.O. #		
ST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
01-03539		DAKOTA ELECTRIC ASSOCIATION				
I-1380700013		DAKOTA ELECTRIC	530.00			
12/03/2013	APBNK	DUE: 12/03/2013 DISC: 12/03/2013		1099: N		
		DEC: SOLAR ELECTRIC		101 4131-85025-000	SOLAR ELECTRIC	530.00
		=== VENDOR TOTALS ===	530.00			
01-04082		FIREHOUSE SOFTWARE				
I-201312044446		FIREHOUSE SOFTWARE MAINTENANC	106.44			
12/04/2013	APBNK	DUE: 12/04/2013 DISC: 12/04/2013		1099: N		
		FIREHOUSE SOFTWARE MAINTENANCE		101 4124-89000-000	MISCELLANEOUS	106.44
		=== VENDOR TOTALS ===	106.44			
01-05115		GOPHER STATE ONE CALL				
I-82821		NOV: LOCATES	106.35			
12/03/2013	APBNK	DUE: 12/03/2013 DISC: 12/03/2013		1099: N		
		NOV: LOCATES		601 4601-88030-000	LOCATES	106.35
		=== VENDOR TOTALS ===	106.35			
01-05153		HOME DEPOT CRC/GECP				
I-201312034441		MISC SHOP SUPPLIES	356.84			
12/03/2013	APBNK	DUE: 12/03/2013 DISC: 12/03/2013		1099: N		
		MISC SHOP SUPPLIES		101 4131-70110-000	SUPPLIES	356.84
		=== VENDOR TOTALS ===	356.84			
235		JAN-PRO CLEANING SYSTEMS				
I-38455		DEC: CLEANING SERVICES	219.61			
12/03/2013	APBNK	DUE: 12/03/2013 DISC: 12/03/2013		1099: N		
		DEC: CLEANING SERVICES		101 4131-87010-000	CITY HALL MAINTENANCE	219.61
		=== VENDOR TOTALS ===	219.61			
01-05517		LAKE SUPERIOR COLLEGE				
I-201312044448		FF TNG CLASS - SULLIVAN	1,250.00			
12/04/2013	APBNK	DUE: 12/04/2013 DISC: 12/04/2013		1099: N		
		FF TNG CLASS - SULLIVAN		101 4124-86020-000	TRAINING	1,250.00
		=== VENDOR TOTALS ===	1,250.00			

-----ID-----			GROSS	P.O. #			
ST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----		DISTRIBUTION
=====							
01-05968		LEAGUE MN CITIES INSURANCE TRU					
I-201312034444		2014 WORKMANS COMP	21,799.00				
12/03/2013	APBNK	DUE: 12/03/2013 DISC: 12/03/2013		1099: N			
		2014 WORKMANS COMP		101 15500-000	PREPAID EXPENDITURES		18,799.00
		2014 WORKMANS COMP		601 15500-000	PREPAID EXPENSE		2,000.00
		2014 WORKMANS COMP		602 15500-000	PREPAID EXPENSES		1,000.00
		=== VENDOR TOTALS ===	21,799.00				
=====							
01-05509		LEAGUE OF MN CITIES					
I-193100		LEAGUE OF MN CITIES	40.00				
12/04/2013	APBNK	DUE: 12/04/2013 DISC: 12/04/2013		1099: N			
		LEAGUE OF MN CITIES		101 4112-86130-000	MEETINGS		40.00
		=== VENDOR TOTALS ===	40.00				
=====							
01-05843		MN NCPERS LIFE INSURANCE					
I-201312034440		DEC: LIFE INSURANCE	96.00				
12/03/2013	APBNK	DUE: 12/03/2013 DISC: 12/03/2013		1099: N			
		DEC: LIFE INSURANCE		101 21709-000	OTHER PAYABLE		96.00
		=== VENDOR TOTALS ===	96.00				
=====							
01-07263		NEXTEL COMMUNICATIONS, INC					
I-201312044447		CELL PHONE: FIRE DEPT	36.38				
12/04/2013	APBNK	DUE: 12/04/2013 DISC: 12/04/2013		1099: N			
		CELL PHONE: FIRE DEPT		101 4124-85015-000	CELL PHONE		36.38
		=== VENDOR TOTALS ===	36.38				
=====							
01-06185		RAMSEY COUNTY					
I-PRRLG-001099		CTY TIF ADMIN SERVICES	1,898.95				
12/04/2013	APBNK	DUE: 12/04/2013 DISC: 12/04/2013		1099: N			
		CTY TIF ADMIN SERVICES		412 4412-81900-000	OTHER PROFESSIONAL SERVI		949.48
		CTY TIF ADMIN SERVICES		414 4414-81900-000	OTHER PROFESSIONAL SERVI		949.47
I-RISK - 001631		DEC: DENTAL, LIFE DISABLILITY	1,061.24				
12/03/2013	APBNK	DUE: 12/03/2013 DISC: 12/03/2013		1099: N			
		DEC: DENTAL, LIFE DISABLILITY		101 4112-89000-000	MISCELLANEOUS		1,061.24
		=== VENDOR TOTALS ===	2,960.19				

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-05110	SRF	CONSULTING GROUP INC				
I-824800-2		UNIVSTY GROVE PARKING STUDY	1,605.71			
12/03/2013	APBNK	DUE: 12/03/2013 DISC: 12/03/2013		1099: N		
		UNIVSTY GROVE PARKING STUDY		419 4419-81900-000	OTHER PROFESSIONAL SVC	1,605.71
		=== VENDOR TOTALS ===	1,605.71			
=====						
01-05374	TENNIS	SANITATION LLC				
I-1092503		NOV: RECYCLE	5,769.00			
12/03/2013	APBNK	DUE: 12/03/2013 DISC: 12/03/2013		1099: N		
		NOV: RECYCLE		206 4206-82030-000	RECYCLING CONTRACTS	5,769.00
		=== VENDOR TOTALS ===	5,769.00			
=====						
01-05870	XCEL	ENERGY				
I-201312034445		ELECT	2,150.25			
12/03/2013	APBNK	DUE: 12/03/2013 DISC: 12/03/2013		1099: N		
		ELECT		101 4131-85030-000	NATURAL GAS	624.43
		ELECT		101 4121-85020-000	ELECTRIC	8.46
		ELECT		101 4141-85020-000	ELECTRIC/GAS	32.14
		ELECT		101 4141-85020-000	ELECTRIC/GAS	28.69
		ELECT		101 4141-85020-000	ELECTRIC/GAS	46.00
		ELECT		209 4209-85020-000	STREET LIGHTING POWER	44.63
		ELECT		209 4209-85020-000	STREET LIGHTING POWER	11.19
		ELECT		209 4209-85020-000	STREET LIGHTING POWER	27.09
		ELECT		209 4209-85020-000	STREET LIGHTING POWER	11.19
		ELECT		101 4141-85020-000	ELECTRIC/GAS	696.98
		ELECT		101 4141-85020-000	ELECTRIC/GAS	520.89
		ELECT		209 4209-85020-000	STREET LIGHTING POWER	50.49
		ELECT		209 4209-85020-000	STREET LIGHTING POWER	48.07
		=== VENDOR TOTALS ===	2,150.25			
		=== PACKET TOTALS ===	39,796.47			

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
00250	AMERIPRIDE SERVICES					
I-1002586344.1		LINEN CLEANING	45.85			
12/06/2013	APBNK	DUE: 12/06/2013 DISC: 12/06/2013		1099: N		
		LINEN CLEANING		101 4124-82011-000	LINEN CLEANING	45.85
I-1002635747		LINEN CLEANING	45.85			
12/06/2013	APBNK	DUE: 12/06/2013 DISC: 12/06/2013		1099: N		
		LINEN CLEANING		101 4124-82011-000	LINEN CLEANING	45.85
		=== VENDOR TOTALS ===	91.70			
=====						
01-07174	FALCON HEIGHTS LIMITED PARTNER					
I-201312064451		2ND HALF PAY AS YOU GO	58,143.00			
12/06/2013	APBNK	DUE: 12/06/2013 DISC: 12/06/2013		1099: N		
		2ND HALF PAY AS YOU GO		414 4414-93000-000	DEBT PAY AS YOU GO PYMT	58,143.00
		=== VENDOR TOTALS ===	58,143.00			
=====						
01-04570	JOSEPH, KATRINA E.					
I-201312064454		NOV PROSECUTIONS	2,500.00			
12/06/2013	APBNK	DUE: 12/06/2013 DISC: 12/06/2013		1099: Y		
		NOV PROSECUTIONS		101 4123-80200-000	LEGAL FEES	2,500.00
		=== VENDOR TOTALS ===	2,500.00			
=====						
01-05640	MCALISTER MECHANICAL					
I-201312064455		REFUND MECHANICAL PERMIT	65.00			
12/06/2013	APBNK	DUE: 12/06/2013 DISC: 12/06/2013		1099: N		
		REFUND MECHANICAL PERMIT		101 32210-000	BUILDING PERMITS	65.00
		=== VENDOR TOTALS ===	65.00			
=====						
01-07263	NEXTEL COMMUNICATIONS, INC					
I-201312064453		ADDTL CELL PHONE CHRGS	17.21			
12/06/2013	APBNK	DUE: 12/06/2013 DISC: 12/06/2013		1099: N		
		ADDTL CELL PHONE CHRGS		101 4124-85015-000	CELL PHONE	17.21
		=== VENDOR TOTALS ===	17.21			

PACKET: 00946 PAYABLES 12-6-2013
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

07173 TOWNSQUARE SENIOR LLC

I-201312064452		2ND HALF PAY AS YOU GO	32,305.00			
12/06/2013	APBNK	DUE: 12/06/2013 DISC: 12/06/2013		1099: N		
		2ND HALF PAY AS YOU GO		414 4414-93000-000	DEBT PAY AS YOU GO PYMT	32,305.00
		=== VENDOR TOTALS ===	32,305.00			
		=== PACKET TOTALS ===	93,121.91			

EMP #	NAME	AMOUNT
01-1004	BART J FISCHER	2,403.98
01-1010	MICHELLE C TESSER	1,474.36
01-1014	CHELSEA PETERSEN	913.99
01-1136	ROLAND O OLSON	500.00
01-1150	JOHN R ONEILL	371.87
01-1038	DEBORAH K JONES	1,671.96
01-0085	DANIEL S JOHNSON-POWERS	107.64
01-0086	RICHARD H HINRICHS	101.26
01-0087	MICHAEL A MCKAY	103.25
01-0095	MICHAEL J POESCHL	150.90
01-0105	ANTON M FEHRENBACH	118.03
01-0106	SCOTT A TESCH	58.37
01-0123	BRYAN R SULLIVAN	162.73
01-0124	MICHAEL D KRUSE	113.40
01-1030	TIMOTHY J PITTMAN	1,504.66
01-1033	DAVE TRETSEVEN	1,454.68
01-1143	COLIN B CALLAHAN	1,049.96
01-1149	JONATHON R PERKINS	833.27

TOTAL PRINTED: 18 13,094.31

11/13/2013 10:43 AM PAYROLL CHECK REGISTER
 PAYROLL NO: 01 City of Falcon Heights

PAGE: 1
 PAYROLL DATE: 11/13/2013

EMP NO	EMPLOYEE NAME	TYPE	CHECK DATE	CHECK AMOUNT	CHECK NO.
0034	KURHAJETZ, CLEMENT	R	11/13/2013	93.81	082004
40	ANDERSON, KEVIN	R	11/13/2013	100.48	082005
7	GAFFNEY, PATRICK	R	11/13/2013	129.85	082006
004	VANN, VINCENT A	R	11/13/2013	26.60	082007
0119	WICK, JEFFREY M	R	11/13/2013	103.25	082008
0126	SMITH, BENJAMIN J	R	11/13/2013	71.48	082009
0127	PONTRELLI, MITCHELL E	R	11/13/2013	93.86	082010
0128	ROSENBERG, NICHOLAS M	R	11/13/2013	115.73	082011
0130	RABEK, PAUL A	R	11/13/2013	100.16	082012
0131	THOMAS, DAVID M	R	11/13/2013	102.17	082013
2172	ARCAND, MICHAEL W	R	11/13/2013	279.52	082014
1152	SPORLEIN, MICHAEL G	R	11/13/2013	814.84	082015

11/13/2013 10:43 AM PAYROLL CHECK REGISTER
 PAYROLL NO: 01 City of Falcon Heights

PAGE: 2
 PAYROLL DATE: 11/13/2013

*** REGISTER TOTALS ***

REGULAR CHECKS:	12	2,031.75
DIRECT DEPOSIT REGULAR CHECKS:	18	13,094.31
MANUAL CHECKS:		
PRINTED MANUAL CHECKS:		
DIRECT DEPOSIT MANUAL CHECKS:		
VOIDED CHECKS:		
NON CHECKS:		
TOTAL CHECKS:	30	15,126.06

*** NO ERRORS FOUND ***

** END OF REPORT **

EMP #	NAME	AMOUNT
01-0013	PETER C LINDSTROM	310.01
01-0016	PAMELA M HARRIS	277.05
01-0019	KEITH P GOSLINE	277.05
01-1004	BART J FISCHER	2,403.98
01-1010	MICHELLE C TESSER	1,474.36
01-1014	CHELSEA PETERSEN	1,063.77
01-1136	ROLAND O OLSON	1,444.60
01-1150	JOHN R ONEILL	491.21
01-2154	MAUREEN A ANDERSON	86.72
01-1038	DEBORAH K JONES	1,671.96
01-0086	RICHARD H HINRICHS	254.92
01-0095	MICHAEL J POESCHL	101.58
01-0105	ANTON M FEHRENBACH	98.77
01-1030	TIMOTHY J PITTMAN	1,504.66
01-1033	DAVE TRETSVEN	1,454.68
01-1143	COLIN B CALLAHAN	1,049.96
01-1149	JONATHON R PERKINS	761.09

TOTAL PRINTED: 17 14,726.37

11-26-2013 3:02 PM PAYROLL CHECK REGISTER
PAYROLL NO: 01 City of Falcon Heights

PAGE: 1
PAYROLL DATE: 11/26/2013

EMP NO	EMPLOYEE NAME	TYPE	CHECK DATE	CHECK AMOUNT	CHECK NO.
0017	MERCER-TAYLOR, ELIZABETH	R	11/26/2013	274.93	082077
0018	LONG, CHARLES E	R	11/26/2013	277.05	082078
0019	KURHAJETZ, CLEMENT	R	11/26/2013	366.92	082079
0097	GAFFNEY, PATRICK	R	11/26/2013	203.17	082080
2172	ARCAND, MICHAEL W	R	11/26/2013	45.71	082081

11-26-2013 3:02 PM PAYROLL CHECK REGISTER
PAYROLL NO: 01 City of Falcon Heights

PAGE: 2
PAYROLL DATE: 11/26/2013

*** REGISTER TOTALS ***

REGULAR CHECKS:	5	1,167.78
DIRECT DEPOSIT REGULAR CHECKS:	17	14,726.37
MANUAL CHECKS:		
PRINTED MANUAL CHECKS:		
DIRECT DEPOSIT MANUAL CHECKS:		
VOIDED CHECKS:		
NON CHECKS:		
TOTAL CHECKS:	22	15,894.15

*** NO ERRORS FOUND ***

** END OF REPORT **

10/11/2013 1:32 PM
 PACKET: 00890 OCTOBER 11TH PAYABLES
 VENDOR SET: 01 City of Falcon Heights
 SEQUENCE : ALPHABETIC
 DUE TO/FROM ACCOUNTS SUPPRESSED

A/P Regular Open Item Register

PAGE: 1

THIS LIST ACCIDENTALLY DID NOT GET INCLUDED WITH THE PREVIOUS
 COUNCIL PACKET OF 11-13-13. THESE PAYABLE REPRESENT THE REISSUES
 DUE TO CHANGING OUR BANK ACCT. THE TA SCHIFSKY PAYMENT HAD PREVIOUSLY
 BEEN APPROVED 10-9-13 BY CONSENT.

ST	DATE	BANK CODE	DESCRIPTION	DISCOUNT	G/L ACCOUNT	ACCOUNT NAME	DISTRIBUTION
-----ID-----							
01-00143			ANDRADE, ROBERT				
I-201310114330			REISSUE CHECK #80987	29.00			
10/11/2013	APBNK		DUE: 10/11/2013 DISC: 10/11/2013		1099: N		
			REISSUE CHECK #80987		201 34310-000	RECREATION FEES	29.00
=== VENDOR TOTALS ===				29.00			
=====							
01-00970			BRASEL, ANGELA				
I-201310114322			REISSUE CHECK #80797	35.00			
10/11/2013	APBNK		DUE: 10/11/2013 DISC: 10/11/2013		1099: N		
			REISSUE CHECK #80797		201 34310-000	RECREATION FEES	35.00
=== VENDOR TOTALS ===				35.00			
=====							
01-04062			FIRE MARSHALS ASSOC OF MN				
I-201310114323			REISSUE CHECK #80777	35.00			
10/11/2013	APBNK		DUE: 10/11/2013 DISC: 10/11/2013		1099: N		
			REISSUE CHECK #80777		101 4124-86110-000	MEMBERSHIPS	35.00
=== VENDOR TOTALS ===				35.00			
=====							
01-05216			IGHOUOJAH, PHILIP				
I-201310114328			REFUND: CITY HALL RENTAL	265.00			
10/11/2013	APBNK		DUE: 10/11/2013 DISC: 10/11/2013		1099: N		
			REFUND: CITY HALL RENTAL		101 34101-000	CITY FACILITY RENTAL	265.00
=== VENDOR TOTALS ===				265.00			
=====							
084			JAHAN, ZEENAT				
I-201310114319			REISSUE CHECK #81084	29.00			
10/11/2013	APBNK		DUE: 10/11/2013 DISC: 10/11/2013		1099: N		
			REISSUE CHECK #81084		201 34340-000	NON-RESIDENT FEE	29.00
=== VENDOR TOTALS ===				29.00			
=====							
01-05513			LEE, MI-SOOK				
I-201310114321			REISSUE CHECK #80805	5.00			
10/11/2013	APBNK		DUE: 10/11/2013 DISC: 10/11/2013		1099: N		
			REISSUE CHECK #80805		101 36460-000	EVENTS REVENUE	5.00
=== VENDOR TOTALS ===				5.00			

PACKET: 00890 OCTOBER 11TH PAYABLES
 VENDOR SET: 01 City of Falcon Heights
 SEQUENCE : ALPHABETIC
 DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #			
ST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----		DISTRIBUTION
=====							
01-05515	LIGHTINGHOUSEUSA, INC						
I-201310114318		REISSUE CHK / REIMB BANK FEE	1,162.52				
10/11/2013	APBNK	DUE: 10/11/2013 DISC: 10/11/2013		1099: N			
		REISSUE CHK #81191		209 4209-87120-000	REPAIR & MAINTENANCE		1,150.52
		BANK FEE DUE TO ACCT CLOSURE		209 4209-87120-000	REPAIR & MAINTENANCE		12.00
		=== VENDOR TOTALS ===	1,162.52				
=====							
01-06031	OLEARY, BARBARA						
I-201310114324		REISSUE CHECK #81196	106.14				
10/11/2013	APBNK	DUE: 10/11/2013 DISC: 10/11/2013		1099: N			
		REISSUE CHECK #81196		214 4214-86100-000	CITIZENS CORP TRAINING		101.14
		BANK CHARGE REIMBURSEMENT		101 4112-89000-000	MISCELLANEOUS		5.00
		=== VENDOR TOTALS ===	106.14				
=====							
01-06141	SHI INTERNATIONAL GROUP						
I-201310114325		REISSUE CHECK #80338	192.66				
10/11/2013	APBNK	DUE: 10/11/2013 DISC: 10/11/2013		1099: N			
		REISSUE CHECK #80338		101 4116-70100-000	SUPPLIES		192.66
		=== VENDOR TOTALS ===	192.66				
=====							
01-06625	T.A. SCHIPSKY & SONS, INC						
I-201310114331		TA SHIPSKY TIF	133,003.89				
10/11/2013	APBNK	DUE: 10/11/2013 DISC: 10/11/2013		1099: N			
		PAY ESTIMATE FOR STORM SEWER		412 4412-92010-000	2013 STORM & STREET PROJE		2,749.43
		PAY ESTIMATE FOR ALLEY		419 4419-92055-000	CRAWFORD/ALLEY/ARONA MIL		8,110.66
		PAY ESTIMATE FOR STREETS		419 4419-92055-000	CRAWFORD/ALLEY/ARONA MIL		122,143.80
		=== VENDOR TOTALS ===	133,003.89				
							(previously approved 10-9-13 by consent)
=====							
01-05321	THOMPSON BUUM, HEATHER						
I-201310114326		REISSUE CHECK #81089	130.00				
10/11/2013	APBNK	DUE: 10/11/2013 DISC: 10/11/2013		1099: N			
		REISSUE CHECK #81089		201 34310-000	RECREATION FEES		110.00
		BANK CHARGE REIMB		201 34310-000	RECREATION FEES		20.00
		=== VENDOR TOTALS ===	130.00				

PACKET: 00890 OCTOBER 11TH PAYABLES
VENDOR SET: 01 City of Falcon Heights
SEQUENCE : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
ST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
01-07159		WOMEN IN LEISURE SERVICES				
I-201310114320		REISSUE CHECK #81148	25.00			
10/11/2013	AFBNK	DUE: 10/11/2013 DISC: 10/11/2013		1099: N		
		REISSUE CHECK #81148		101 4141-86100-000	CONFERENCES/EDUCATION/AS	25.00
		=== VENDOR TOTALS ===	25.00			
		=== PACKET TOTALS ===	135,018.21			



The City That Soars!

REQUEST FOR COUNCIL ACTION

Meeting Date	December 11, 2013
Agenda Item	Consent F2
Attachment	N/A
Submitted By	Michelle Tesser, Assistant to the City Administrator

Item	Approval of City Licenses
Description	<p>The following individuals have applied for a <u>Mechanical Contractor's License</u> for 2013. Staff has received the necessary documents for licensure.</p> <ol style="list-style-type: none"> 1. NPS 2. McAlister Mechanical 3. Tonna Mechanical, Inc. 4. Appliance Connections, Inc. 5. Air Conditioning Associates, Inc. 6. Metro Sheet Metal, Inc. 7. Centraire Heating & Air Conditioning 8. Janecky Plumbing Service, Inc. <p>The following individuals have applied for a <u>Municipal Business License</u> for 2014. Staff has received the necessary documents for licensure.</p> <ol style="list-style-type: none"> 1. Cornerstone Construction Management, Inc. 2. Otto Law, P.A. 3. Hamline Hoyt Service, Inc. 4. John A. Knutson & Co., PLLP 5. Edward Jones <p>The following individuals have applied for a <u>Mechanical Contractor's License</u> for 2014. Staff has received the necessary documents for licensure.</p> <ol style="list-style-type: none"> 1. Forced Air, Inc. DBA Wenzel Heating & A/C 2. The Snelling Company 3. Fireside Hearth & Home <p>The following individuals have applied for a <u>Refuse/Recycler's License</u> for 2014. Staff has received the necessary documents for licensure.</p> <ol style="list-style-type: none"> 1. Waste Management of Minnesota, Inc. 2. Tennis Sanitation, LLC 3. Walters Recycling & Refuse 4. Allied Waste Systems 5. Aspen Waste Systems, Inc. 6. Advanced Disposal

	<p>The following individuals have applied for a <u>Therapeutic Massage License</u> for 2014. Staff has received the necessary documents for licensure.</p> <ol style="list-style-type: none"> 1. Ferencz-Mihaly Vincze-Turceait 2. Cherilynn Arndt 3. Amy Christiansen, Massage by Amy <p>The following individuals have applied for a <u>Home Occupation License</u> for 2014. Staff has received the necessary documents for licensure.</p> <ol style="list-style-type: none"> 1. Amy Christiansen, Massage by Amy 2. The Touch-Up Artist, Inc. <p>The following individual has applied for a <u>Municipal Business, Retail Grocery, Cigarette, and Gasoline Station Operator Licenses</u> for 2014. Staff has received the necessary documents for licensure.</p> <ol style="list-style-type: none"> 1. Northern Tier Retail, LLC DBA Super America #4353 <p>The following individual has applied for a <u>General Contractor's License</u> for 2014. Staff has received the necessary documents for licensure.</p> <ol style="list-style-type: none"> 1. Asphalt Driveway Company <p>The following individual has applied for a <u>Tree Trimming/Treating/Removal Contractor's License</u> for 2014. Staff has received the necessary documents for licensure.</p> <ol style="list-style-type: none"> 1. Bartlett Tree Experts <p>The following individual has applied for a <u>Bus Bench License</u> for 2014. Staff has received the necessary documents for licensure.</p> <ol style="list-style-type: none"> 1. U.S. Bench Corp. <p>The following individuals have applied for a <u>Restaurant and Liquor License</u> for 2014. Staff has received the necessary documents for licensure.</p> <ol style="list-style-type: none"> 1. XY Corporation DBA New Fresh Wok 2. Stout's Pub, LLC 3. Dino's Gyros <p>The following individual has applied for a <u>Municipal Business, Cigarette, and Liquor Licenses</u> for 2014. Staff has received the necessary documents for licensure.</p> <ol style="list-style-type: none"> 1. Merwin Liquors
Budget Impact	N/A
Attachment(s)	N/A
Action(s) Requested	Staff recommends that the Falcon Heights City Council approve the 2013 and 2014 City License Applications.



The City That Soars!

REQUEST FOR COUNCIL ACTION

Meeting Date	December 11, 2013
Agenda Item	Consent F3
Attachment	N/A
Submitted By	Bart Fischer, City Administrator

Item	Designation of 2014 Prosecuting Attorney
Description	Each year the City of Falcon Heights designates a prosecuting attorney. This person works closely with the St. Anthony Police Department and City Staff in prosecuting all misdemeanor and felony level offenses as well as Ordinance Violations. For several years our prosecuting attorney has been Katrina Joseph. She also serves as the attorney for the City of Lauderdale.
Budget Impact	The monthly retainer will not change and has been included in the 2014 operating budget.
Attachment(s)	N/A
Action(s) Requested	Staff recommends that the Falcon Heights City Council approve Katrina Joseph and the law firm of Hughes and Costello as the City's prosecuting attorneys for 2014.



The City That Soars!

REQUEST FOR COUNCIL ACTION

Meeting Date	December 11, 2013
Agenda Item	Consent F4
Attachment	N/A
Submitted By	Bart Fischer, City Administrator

Item	Appointment of City Attorney
Description	Falcon Heights has used the law firm of Campbell Knutson, P.A. for Civil Attorney services for many years. Roger Knutson is the main contact, but the City uses various attorneys in the firm for our daily needs.
Budget Impact	Funds have been allocated in the 2014 Budget.
Attachment(s)	N/A
Action(s) Requested	Staff recommends that the Falcon Heights City Council approve the law firm of Campbell Knutson, P.A. for civil legal services for 2014.



The City That Soars!

REQUEST FOR COUNCIL ACTION

Meeting Date	December 11, 2013
Agenda Item	Consent F5
Attachment	N/A
Submitted By	Bart Fischer, City Administrator

Item	Appointment of City Engineer
Description	For several years the City has contracted with the City of Roseville for engineering services. Staff is seeking to continue this relationship and appoint Roseville's new City Engineer, Marc Culver, as the City Engineer for 2014.
Budget Impact	Funds have been allocated in the 2014 Budget.
Attachment(s)	N/A
Action(s) Requested	Staff recommends the approval of Marc Culver and the City of Roseville Engineering Department as City of Falcon Heights' Engineer for 2014.



The City That Soars!

REQUEST FOR COUNCIL ACTION

Meeting Date	December 11, 2013
Agenda Item	Consent F6
Attachment	N/A
Submitted By	Bart Fischer, City Administrator

Item	Appointment of City Auditor
Description	Each year the City is required to have an independent firm audit our financial records. For the past several years, we have used Kern-DeWenter-Viere as our auditors, and we have been very satisfied with their services.
Budget Impact	Funds have been allocated in the 2014 Budget.
Attachment(s)	
Action(s) Requested	Staff recommends the approval of KDV, Kern-DeWenter-Viere, as the City Auditor for 2014.



The City That Soars!

REQUEST FOR COUNCIL ACTION

Meeting Date	December 11, 2013
Agenda Item	Consent F7
Attachment	N/A
Submitted By	Bart Fischer, City Administrator

Item	Designation of Official Newspaper
Description	<p>State statute requires that a city designate a legal newspaper of general circulation in the city. This newspaper is used when the city is required to publish legal notification regarding public hearings, elections and city financial matters. There are two local papers that service Falcon Heights: the Park Bugle and the Roseville Review.</p> <p>Staff recommends that the City designate the Roseville Review as its legal newspaper in 2014 for the following reasons.</p> <ul style="list-style-type: none"> • The Roseville Review circulates to most households in Falcon Heights. • The Roseville Review is a weekly publication. A monthly publication such as The Park Bugle would not suit the City's needs, as the City Council meets twice a month and legal notices must be published on a more timely schedule.
Budget Impact	Funds have been allocated in the 2014 Budget for any costs associated with public notices.
Attachment(s)	N/A
Action(s) Requested	Designate the Roseville Review as the City's legal newspaper for 2014.



The City That Soars!

REQUEST FOR COUNCIL ACTION

Meeting Date	December 11, 2013
Agenda Item	Consent F8
Attachment	N/A
Submitted By	Bart Fischer, City Administrator

Item	2014 Cost of Living Adjustments (COLA)
Description	As part of the 2014 Budget process, employee salaries are adjusted based on various factors, one of which is a cost-of-living adjustment (COLA). Incorporated into the approved 2014 budget is a 2% increase for all employees including the City Administrator.
Budget Impact	The 2% COLA is incorporated into the approved 2014 Budget.
Attachment(s)	
Action(s) Requested	Staff recommends that the Falcon Heights City Council approve a 2% cost of living adjustment for all city employees for 2014 as reflected in the approved 2014 Budget.



The City That Soars!

REQUEST FOR COUNCIL ACTION

Meeting Date	December 11, 2013
Agenda Item	Consent F9
Attachment	Agreement for Suburban Representation Selection Process to the Board of Water Commissioners
Submitted By	Bart Fischer, City Administrator

Description	Agreement for Suburban Representation Selection Process to the Board of Water Commissioners
Background	<p>A number of years ago, the Saint Paul Charter Commission and Saint Paul City Council authorized that the composition and governance of the Board of Water Commissioners be enlarged and changed so as to allow for representation by suburban municipalities that contract with the Board for the provision of water services. Presently, the Board consists of 7 members – 3 St. Paul City Councilmembers, 2 at large St. Paul citizen members and 2 representatives of the suburban municipalities (Maplewood, West St. Paul, Falcon Heights and Lauderdale) that contract for water services.</p> <p>An agreement among the cities of Maplewood, West St. Paul, Falcon Heights and Lauderdale is in place and expires the end of 2013. This agreement addresses the representation and selection of the 2 suburban seats. Because of the expiration of the agreement, the cities met to discuss extending the agreement another 10 years and any changes to it.</p> <p>The City of Maplewood requested that for the duration of this new 10 year agreement, they be allowed one of the 2 seats on the Board. This is due to the fact that they have a number of very large infrastructure projects they need to take on in the next 10 years that will involve St. Paul Water. It was agreed by all of the communities that this was a reasonable request. The new rotation for the 2nd seat will be:</p> <ul style="list-style-type: none"> -West St. Paul (2014-2016) -Lauderdale (2017-2019) -Falcon Heights (2020-2023) <p>Because Falcon Heights’ representation was just ending on the last 10 year agreement (ending in 2013), we will not have direct representation until 2020 but will still have 4 years of representation as in the previous agreement. Staff is fine with this rotation as it has been past practice to appoint city representatives from Maplewood and/or West St. Paul who have done a good job of representing all of</p>

	<p>the cities as a whole. This also provides for continuity on the Board. In addition, we have a good working relationship with the staff, elected officials and appointed representatives of the Board from the other 3 communities and feel if something arises that needs attention, we would have support from them on the Board.</p> <p>The City Attorney has reviewed this agreement and staff recommends approval of the agreement.</p>
Budget Impact	N/A
Attachment(s)	Agreement for Suburban Representation Selection Process to the Board of Water Commissioners
Action(s) Requested	Approval of the Agreement for Suburban Representation Selection Process to the Board of Water Commissioners and authorizing the Mayor, City Administrator and any other appropriate staff to sign the agreement.

**AGREEMENT FOR SUBURBAN REPRESENTATION SELECTION
PROCESS TO THE BOARD OF WATER COMMISSIONERS**

This agreement, made and entered into as of this ____ day of _____ 2013, by and between the Cities of Falcon Heights, Lauderdale, Maplewood, and West St. Paul, municipal corporations under the laws of Minnesota (hereinafter referred to as "Suburban Cities").

WITNESSETH:

WHEREAS, the Board of Water Commissioners (hereinafter referred to as the "Board"), is a municipal corporation organized under the 1885 Laws of the State of Minnesota, Chapter 110, which laws originally provided for a five (5) member governing commission; and

WHEREAS, the Saint Paul Charter Commission and Saint Paul City Council have authorized that the composition and governance of the Board of Water Commissioners be enlarged and changed so as to allow for representation by suburban municipalities that have contracted with the Board for the provision of water services, as more fully explained in Saint Paul City Council Resolution No. 96-1365, which is attached hereto as Exhibit "A"; and

WHEREAS, prior to January 1, 1998, the Board of Water Commissioners consisted of five total members: three (3) Saint Paul City Council members appointed to two (2) year terms by the Mayor of Saint Paul, and two (2) at-large Saint Paul citizen members appointed to four (4) year terms by the Mayor of Saint Paul; and

WHEREAS, in a contract with the City of Maplewood for the provision of water services, Maplewood and the Board agreed to enlarge Board membership to six total members with the additional member representing the City of Maplewood, as more fully explained in the following (Article I, Section 3):

In accordance with the terms of the proposed amendment to the Saint Paul City Charter the Maplewood representative on the Board of Water Commissioners will be a resident of the City of Maplewood appointed by the Mayor and City Council of Maplewood and who shall serve for a term of four (4) years. The appointment by Maplewood will be made by January 1, 1998. In the event of a tie vote on any issue, the Mayor of Saint Paul shall be considered an ex officio member of the Board with the right to vote to break the tie vote; and

WHEREAS, in Article 1, Section 4 of the same Maplewood Agreement, the Board agreed to seek to enlarge the Board membership to seven total members in the event that other suburban cities enter into similar agreements with the Board, as more fully explained in the following:

In the event that at least three (3) additional suburban cities enter into agreements with the Board that are similar to this Maplewood Agreement, Water Board membership will be expanded to seven (7) members. The two (2) non-Saint Paul resident members will thereafter represent all of the suburban cities, including Maplewood.

In the event that the total of residential accounts plus commercial and industrial accounts (excluding auto-fire accounts) of communities outside the City of Saint Paul and served by agreements similar to this Agreement exceed forty-three percent (43%) of the total Board's accounts, the number of Saint Paul appointees will be changed to four and suburban representation to three; and

WHEREAS, the Cities of Falcon Heights, Lauderdale and West St. Paul have executed agreements similar to the Maplewood Agreement, and therefore are entitled to seek and expand Board membership to a total of seven members in order to increase the suburban representation on the Board; and

WHEREAS, the parties to this Agreement are desirous of jointly and cooperatively developing a plan to select the present and future suburban representatives

to the Board of Water Commissioners; and

WHEREAS, the parties have previously entered into a ten year agreement for representation on the Board, said agreement dated September 16, 2002; and

WHEREAS, the parties now wish to extend for an additional ten year period said agreement with new terms for representation.

NOW, THEREFORE, the parties hereto do hereby jointly agree to the following:

**SECTION I.
GENERAL PURPOSE**

It is the general purpose of the parties to this agreement to jointly and cooperatively develop a plan to appoint the original suburban representative(s) to the Board of Water Commissioner and to select replacement representative(s) for appointment following the term expiration(s) of the original representative(s) or in the event that a suburban representative is unable to complete a term,

**SECTION II.
SELECTION OF SUBURBAN REPRESENTATIVES TO
THE BOARD OF WATER COMMISSIONERS**

The parties agree that the two suburban representatives shall be selected on the following basis and according to the following terms:

1. The two suburban seats shall be designated as Seat A and Seat B.
2. The City of Maplewood shall appoint a representative to the Board, designated as Seat A, and said appointee shall serve as desired by the Maplewood City Council throughout the term of this agreement.

3. The second suburban representative shall be designated as Seat B, and shall consist of two three -year terms and one four-year term with the first term commencing January 1, 2014 and ending December 31, 2016.
Representation on Seat B shall be rotated among the suburban representatives in the following order:
 - a) West St. Paul (2014 – 2016)
 - b) Lauderdale (2017 – 2019)
 - c) Falcon Heights (2020 – 2023)

4. The parties agree that in the event an additional suburban community enters into a Water Service Agreement similar to those agreements executed by and between the Board and the cities of Falcon Heights, Lauderdale, Maplewood and West St. Paul, that this agreement may be amended to include any such additional communities, which communities shall be subject to the same terms and conditions as the original communities. Maplewood hereby acknowledges that should additional cities join, Seat A may not remain an exclusive seat for Maplewood.

5. Vacancies – the parties agree that a vacancy on the Board of Seat B shall be filled by the City currently holding the appointment and shall be for the period remaining in the three year term.

6. Duration –the parties agree that the term of this Agreement shall continue until December 31, 2023, unless otherwise amended as provided herein.

7. Amendment – the parties agree that this agreement may be amended upon such terms and conditions as may be mutually agreed to in writing by all of the suburban communities currently represented on the Board of Water Commissioners at the time of amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their behalf respectively as of the day and year first above written.

FORM APPROVED:

CITY OF FALCON HEIGHTS

BY: _____
City Attorney

BY: _____
Mayor

BY: _____
City Administrator

CITY OF LAUDERDALE

BY: _____
City Attorney

BY: _____
Mayor

BY: _____
City Administrator

CITY OF MAPLEWOOD

BY: _____
City Attorney

BY: _____
Mayor

BY: _____
City Manager

CITY OF WEST ST. PAUL

BY: _____
City Attorney

BY: _____
Mayor

BY: _____
City Manager

LL

ORIGINAL

Council File # 96-1365

Ordinance # _____

Green Sheet # 34726

ORDINANCE
CITY OF SAINT PAUL, MINNESOTA

39

Presented By Dirk Henn

Referred To _____ Committee: Date _____

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An ordinance enacted pursuant to Minnesota Statutes, Section 410.12, Subdivision 7, amending Section 15.03 of the Saint Paul City Charter.

The Council of the City of Saint Paul Does Hereby Ordain:

Section 1

That in accordance with the authority granted to the City Council pursuant to Minnesota Statutes Section 410.12, Subdivision 7, and upon the recommendation of the Saint Paul Charter Commission, Section 15.03 of the Home Rule Charter for the City of Saint Paul be and is hereby amended to read as follows:

Sec. 15.03. Board of water commissioners.

There shall be a board of water commissioners composed of six (6) members appointed as follows: The mayor shall appoint with the approval of the council three (3) members who shall be members of the city council for terms to coincide with their elected terms of office and two (2) members who shall be resident citizens of Saint Paul who hold no other city office or city employment. The sixth (6th) member who shall be a resident citizen of a suburb served by the board's water system to be appointed in the manner provided for in the water extension agreement with the suburb(s). All citizen members shall serve for a term of four (4) years. A citizen member appointed to fill a vacancy shall serve for the unexpired term. In the event of a tie vote on any issue before the board the mayor of Saint Paul shall be considered an ex officio member with the right to vote to break the tie vote. The council may provide for an additional citizen board member to be appointed as provided for in the water extension agreements with the suburbs.

The board shall elect bi-annually from its membership a president, and vice-president. The board may make bylaws, rules and regulations for its government not inconsistent herewith, subject to the approval of the city council. The compensation of the board, if any, and the compensation of all officers and employees, shall be fixed by the city council.

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1 There shall be a board of water commissioners composed of five
2 {5} members appointed by the mayor and approved by the council.
3 Three {3} members shall be members of the city council and serve
4 terms to coincide with their elected term of office. Two {2}
5 members shall be resident citizens of Saint Paul who hold no
6 other city office or city employment. Each shall serve for a term
7 of four {4} years, except that one of the two {2} members first
8 appointed shall serve for a term of two {2} years. A citizen
9 member appointed to fill a vacancy shall serve for the unexpired
10 term. The board shall elect annually one of its members to be
11 president of the board and one of its members vice president, and
12 it may make bylaws, rules and regulations for its government not
13 inconsistent herewith, subject to the approval of the city
14 council. The compensation of the board, if any, and the
15 compensation of all officers and employees, shall be fixed by the
16 city council.

17
18 Employees of the board shall be considered employees of the
19 City of Saint Paul. Except as modified by this Charter or state
20 law, the board and its employees shall in all respects be subject
21 to and subordinate to all provisions of this Charter and the
22 ordinances and resolutions enacted in pursuance thereof.
23

24 The board of water commissioners shall exercise all
25 authority for the operation of the water utility as provided by
26 Chapter 110, Special Laws of Minnesota for 1885, which is
27 incorporated herein as fully and effectively as if set forth
28 herein verbatim.
29

30 Section 2

31
32 This ordinance shall take effect and be in force ninety (90) days
33 from and after its adoption, approval and publication unless
34 within 60 days of its passage and publication a petition
35 requesting a referendum on this ordinance is filed with the City
36 Clerk.
37

	Yeas	Nays	Absent
Blakey	✓		
Bostrom	✓		
Barris	✓		
Gierth	✓		
Megard	✓		
Reckman	✓		
Thune	✓		
	7	0	0

Requested by Department of:
Water Utility
By: Bernie L. Ballantyne
General Manager

Adopted by Council: Date Dec 11, 1996

Adoption Certified by Council Secretary

By: Debra Anderson

Approved by Mayor: Date 12/13/96

By: Mike Shields

Form Approved by City Attorney

By: Virginia J. Palmer

Approved by Mayor for Submission to Council

By: Joseph M. Reed

PIIRIQUEN

DEC 28 1996



The City That Soars!

REQUEST FOR COUNCIL ACTION

Meeting Date	December 11, 2013
Agenda Item	Consent F10
Attachment	Joint Power Agreement for New Voting System Acquisition and Operation
Submitted By	Bart Fischer, City Administrator

Description	Joint Power Agreement with Ramsey County for New Voting System Acquisition and Operation
Background	<p>Over the past year, Ramsey County has been looking at and researching the need for a new voting system. The current system is at least 15 years old. Throughout this process, the County has kept cities involved and informed including providing draft budget numbers which staff has included in upcoming budget projections.</p> <p>With the purchase of the new voting system, a joint powers agreement between Ramsey County and the cities within Ramsey County needs to be approved. Staff and attorneys from a number of Ramsey County cities, including Falcon Heights, have reviewed the agreement and are recommending approval.</p>
Budget Impact	The city portion of the new voting system has been included in draft and future budgets and budget projections.
Attachment(s)	Joint Power Agreement for New Voting System Acquisition and Operation
Action(s) Requested	Approval of the Joint Powers Agreement for New Voting System Acquisition and Operation with Ramsey County and authorizing the Mayor, City Administrator and any other appropriate staff to sign the agreement.

**JOINT POWERS AGREEMENT FOR
NEW VOTING SYSTEM ACQUISITION AND OPERATION**

This Agreement is made by and between Ramsey County, through the Ramsey County Elections Office (hereinafter "County"), and the cities of Arden Hills, Falcon Heights, Gem Lake, Lauderdale, Little Canada, Maplewood, Mounds View, New Brighton, North Oaks, North St. Paul, Roseville, St Anthony, St. Paul, Shoreview, Vadnais Heights, and White Bear Lake and White Bear Township (collectively referred to as the "Municipalities").

WHEREAS, the County and the Municipalities ("Parties") are "governmental units" as defined in Minn. Stat. §471.59; and

WHEREAS, pursuant to Minn. Stat. §471.59, the Parties, through actions of their governing bodies, are authorized to enter into a joint powers agreement for the exercise of commonly held or similar powers; and

WHEREAS, the Parties entered into a Joint Powers Agreement in 2001 for the purchase and operation of a new voting system, with a ten year term and automatic two year extensions; and

WHEREAS, pursuant to the provisions of the 2001 Joint Powers Agreement, the County prepares ballots and compiles election results for all state, federal, county, municipal and school district elections for the Municipalities; and

WHEREAS, efficient ballot preparation and the timely compilation of election results depend upon the use of a uniform voting system throughout the County, and the use of a uniform voting system for all elections enhances election judge and voter understanding of the voting process and helps to provide equitable treatment for all voters, regardless of the type of election; and

WHEREAS, Congress mandated the use of an assistive ballot marking device in all polling places and in-person absentee voting locations for use by voters with disabilities, through enactment of the Help America Vote Act of 2002 ("HAVA"); and

WHEREAS, the Minnesota Legislature mandated the central counting of all absentee ballots under uniform state laws and procedures in Laws of Minnesota 2010, Chapter 194, effective in 2010; and

WHEREAS, the Parties have reached agreement on 1) the need to replace the existing voting system and to implement a new voting system throughout the County in time for use for the 2014 state elections; and 2) the funding formula for the new voting system; and

WHEREAS, state funds for the acquisition and operation of voting systems originating from grants received by the County under the Help America Vote Act must be expended by the County no later than March 31, 2014, or be returned to the State of Minnesota;

NOW, THEREFORE, in consideration of the mutual undertakings and agreements hereinafter set forth, the parties agree as follows:

I. PURPOSE

The purpose of this Joint Powers Agreement is to establish and describe the roles and responsibilities of the County and the Municipalities in connection with the acquisition, implementation, and operation of a new voting system for use throughout Ramsey County ("Project"), including equipment that will be owned and operated by the County and equipment that will be owned and operated by the Municipalities.

II. COUNTY ROLES AND RESPONSIBILITIES-SYSTEM IMPLEMENTATION

A. General

The County will provide the services, materials, and equipment necessary to procure and implement a replacement voting system ("System") in Ramsey County, including software, hardware, materials, ballot printing, and other services as further described in this Agreement. Services may be provided directly by County staff or by outside vendors, as determined by the County.

B. System Description

1. The System will have the following functionalities:

- The capability to create ballot styles for each precinct based on the appropriate contests and candidates and to generate ballots by either creating a print file that may be sent to a vendor or by printing ballots in the County offices;
- The capability to program memory devices for each precinct for an election that will, when inserted into a ballot counter or ballot marking device, properly record the votes on ballots cast in that precinct, reject ballots that are not from that precinct or which do not have the proper validation marks, return to the voter ballots which contain an overvote or a crossover vote, and perform all other actions required by the Minnesota election law;
- The capability to count absentee ballots at a central location in the County or at one or more Municipalities, at the option of each of the Municipalities, and to generate reports noting the number of absentee ballots counted for each precinct;
- The capability to accumulate votes on ballot counters located in each precinct on election day, at other locations prior to election day, and from absentee ballot counting centers, to protect voted ballots in a sealed ballot box; to generate paper tapes of election results for review and certification by election judges; and to electronically upload or transmit election results to the County; and
- The capability to compile election results from electronically transmitted files from each precinct through use of the memory device which recorded votes from the precinct and/or from the election results tape; to create an

election results database that may be used for displaying results on the County website; and to generate needed reports for certification of election results.

2. The System must be certified by the Minnesota Secretary of State in accordance with the provisions of Minn. Stat. §206.57, subd. 1 and Minnesota Rules chapter 8220.

C. System Equipment

The County will purchase System hardware and software (collectively referred to as the "System Equipment") as initially needed for use of the System by the County and the Municipalities. The System Equipment to be purchased by the County for implementation of the System under the terms of this Agreement is listed as the System Equipment Costs – Total in the System Equipment List, attached hereto and made a part of this Agreement as **Appendix A**.

D. Implementation Services

1. The County will provide services, including training, related to the implementation of the System by the County and the Municipalities, as described in **Appendix B-Implementation Services**, attached hereto and made a part of this Agreement.
2. The County will provide implementation project management services through a Project Manager. Joe Mansky, or his designee, shall serve as Project Manager for the County.
3. The goal is to have the System implemented and ready for use by the County and the Municipalities in time for the 2014 state primary. At the discretion of the County, the implementation of the System may be delayed for initial use at the 2015 city and school district elections.

III. COUNTY ROLES AND RESPONSIBILITIES-POST IMPLEMENTATION OPERATING SERVICES

A. General

Following System implementation, the County will perform the duties described in Sections III. B. through E. (collectively, "Operating Services") either directly by County staff or by outside vendors, as determined by the County.

B. System Administration

The County will:

1. maintain all licenses and agreements from the vendor(s) necessary to operate the System;

2. obtain and implement all required software updates needed to operate the System in compliance with the requirements of the Minnesota election law;
3. perform diagnostic testing of ballot counters and ballot marking devices to ensure the proper functioning of all equipment;
4. provide election programming needed to generate ballots and program memory devices that allow the ballot counters to correctly record votes; and
5. accumulate and report election results cast on the ballot counters for all elections.

C. Warranty Services

1. Warranty services will be provided by the System vendor(s) in accordance with the warranty provisions contained in the contracts between the County and the System vendor(s).
2. The County shall obtain and enforce all System warranties, including warranties on equipment owned by the Municipalities paid for under the terms of this Agreement. All requests for warranty services shall be made by the Municipalities to the County.
3. The warranties for components of the host computer system shall continue to be substantially those offered by the original equipment manufacturers.

D. Post-Warranty Maintenance Services

Maintenance services will be provided following expiration of the warranty period(s) in accordance with the provisions of the maintenance agreement(s) between the County and the System vendor(s).

1. Prior to expiration of the System manufacturers' warranties, the County, in consultation with the Municipalities, will decide whether System maintenance services will be provided on a fixed price or a time and materials basis. The County's decision shall be binding on all of the Municipalities and shall apply to all System hardware and software, whether housed at the County or the Municipalities, including backups.
2. The County will enter into a contract with the System vendor(s) for System maintenance services to be provided directly to the County and to the Municipalities. The County may, in consultation with the Municipalities, provide some or all maintenance services directly. The County will manage the provision of maintenance services for the Municipalities.
3. Maintenance services shall include, at minimum, the following:
 - a. Preventative Maintenance: inspect and clean all ballot counters and ballot counting devices, including the read heads, printers, motors and other related components.

- b. Repairs: make basic repairs to ballot counters and ballot marking devices as needed; the County will maintain or obtain spare parts for this purpose.
- c. Equipment Replacement: replace ballot counters, ballot marking devices and related hardware and components on an as needed basis in the case of complete or un-repairable equipment failure.

E. Ongoing Services

1. The County will provide the Municipalities with a set of test ballots (also known as the test deck) and pre-audited test results for each precinct in every election.
2. The County will provide ballot layout, printing and memory device programming as follows:
 - a. Ballot layout – no cost to Municipalities for all elections
 - b. Ballot printing
 - 1) State and county elections – no cost to Municipalities
 - 2) Other elections – printing cost attributable to Municipal and/or School District offices and questions paid by Municipalities and/or School Districts using cost formula provided by the Secretary of State
 - c. Memory device programming – no cost to Municipalities for all elections
3. The County will provide each Municipality with the hardware and software necessary to administer absentee voting for all elections. Each Municipality will have the choice of one of the following options:
 - a. make arrangements for the County to accept/reject, process and count all the absentee ballots for the Municipality;
 - b. accept/reject its own absentee ballots and make arrangements for the County to process and count the absentee ballots for the Municipality;
 - c. accept/reject, process and count its own absentee ballots.
4. The County will provide the Municipalities with the County’s costs for options 3. a. and b. (above) no later than 24 weeks before the first election for which the System will be used and no later than 16 weeks before the date established in state law to begin absentee voting in subsequent years. Each Municipality shall inform the County in writing of its initial choice no later than 20 weeks before the first election for which the System will be used. Each Municipality shall notify the County in writing of any changes desired for its choice in subsequent years no later than 12 weeks before the date established in state law to begin absentee voting for a primary in a given year. The County will allocate the costs

for providing absentee voting services to the Municipalities as illustrated in the **Appendix C** spreadsheet, attached hereto and made a part of this Agreement.

5. The County will provide inspection and replacement of consumable supplies.
6. Election day technical support for the System will be provided by the voting system vendor (up to three days per election), as required by the County.
 - a. Programming and system administration operations
 - b. Ballot counter operations
 - c. Ballot marking device operations
7. Subject to approval by the County, during the term of this Agreement including any extensions, the County shall lease or purchase ballot counters, ballot marking devices, and other hardware and software in addition to those listed in **Appendix A**, on written request from a Municipality. Payment to the County by the requesting Municipality shall be made within thirty (30) calendar days from the date of the invoice from the County following delivery of the hardware and/or software to the requesting Municipality.
8. During the term of this Agreement including any extensions, the County may lease or purchase any additional hardware and software that is necessary for the System to comply with the provisions of the Minnesota Election Law or that the County deems necessary to meet demand from the voters.

IV. ROLES AND RESPONSIBILITIES OF THE MUNICIPALITIES

A. Implementation

1. The individual who administers elections for the Municipality shall serve as the Municipality's project implementation liaison with the County. Each Municipality shall provide the name and contact information for the liaison within ten (10) calendar days of final execution of this Agreement.
2. Within thirty (30) calendar days of execution of this Agreement, each Municipality shall notify the County in writing of its plans for payment of the acquisition costs of the ballot counters, ballot marking devices and any other administrative equipment ("Equipment Costs"). Each Municipality may choose from one of the following payment options: a) a one-time reimbursement of costs or b) reimbursement of costs over two or more years, not to exceed a maximum of five years. A Municipality may not revoke its decision at any time after notice has been given to the County.

B. Post-Implementation/Ongoing

1. The Municipalities shall verify that ballots and memory devices tested by the County function accurately in the ballot counters and ballot marking devices that will be used in each election. If a Municipality identifies an error, the County

shall correct the error within ten (10) calendar days of notification of the error, if practicable.

2. The Municipalities shall also perform all public accuracy testing provided by law for each election and may request the County's assistance in conducting these tests, at no charge.
3. The Municipalities may not lease or purchase any additional hardware and software during the term of this Agreement or any extensions without the prior approval of the County.
4. Each of the Municipalities shall lease or purchase at least one ballot counter, a ballot marking device, and a ballot box for each precinct in the Municipality.

C. Payment

Each of the Municipalities is responsible for payment in accordance with the provisions of this Agreement.

V. OWNERSHIP/SOFTWARE LICENSE

- A. The County will initially own all System Equipment.
- B. Upon payment in full to the County in accordance with the terms of this Agreement, each of the Municipalities will own the ballot counters, ballot marking devices, and related equipment that were originally purchased by the County under this Agreement; this provision shall not apply to equipment leased by the County. The County will maintain ownership of backup ballot counters and ballot marking devices, the central count ballot counters and any precinct ballot counters that are needed for counting absentee ballots, the memory devices for all ballot counters and ballot marking devices, and the computer hardware and software needed to operate and administer the System.
- C. The County is the sole Licensee of the System software and the Municipalities are users.

VI. WARRANTY

The County makes no representations and extends no warranties with respect to the use of the System and specifically disclaims all other warranties, express or implied, including but not limited to any implied warranty or merchantability or fitness for a particular purpose.

VII. SYSTEM IMPLEMENTATION FUNDING

- A. The County will provide initial financing for the costs of acquisition, installation, and implementation of the System ("Implementation Costs").
- B. As part of the initial financing of the Implementation Costs, the County will apply state grant funds received under the Help America Vote Act and required County matching funds as a setoff against the Implementation Costs.

- C. The Municipalities will provide the funds to reimburse the County for the System Equipment identified as the responsibility of the Municipalities in **Appendix A**.

VIII. COST ALLOCATION/PAYMENT

A. Cost Allocation-Implementation Costs

1. Each of the Municipalities will reimburse the County for the cost of the number of ballot counters, ballot boxes, and ballot marking devices required by that Municipality in accordance with the pricing in **Appendix A**. A list of the estimated number of ballot counters, ballot boxes, and ballot marking devices for each of the Municipalities and the percentage of the total cost for ballot counters and ballot marking devices to be paid by each of the Municipalities is listed in **Appendix C**. The total number and each Municipality's percentage of ballot counters and ballot marking devices may be adjusted throughout the term of this Agreement including any extensions.
2. For those Municipalities that have elected to pay for the ballot counters, ballot boxes, and ballot marking devices over time, the total amount to be paid will include their proportionate share of any financing costs incurred by the County for the purchase, installation and implementation of the System Equipment, which financing costs will be shared among those Municipalities that have elected to pay over a period from two to five years.

B. Cost Allocation-Post-Implementation/Operating Services

1. There will be no charge to the Municipalities for ballot layout for all elections, ballot printing for State and county elections or for memory device programming.
2. The Municipalities will pay the County's costs for Operating Services on an annual basis.
3. The cost of Operating Services will be calculated to include costs for the items listed in Section III.B.-E. of this Agreement and, until repaid in full, the Implementation Costs described in Section VIII.A.2.
4. Except as identified as the responsibility of a Party to this Agreement, annual costs for Operating Services will be allocated as follows:
 - a. using the percentage of the total number of ballot counters requested by the Municipality as a proportion of the total number of ballot counters requested by all Municipalities for 80%, and using the percentage of the total number of absentee ballots accepted by each Municipality during the three most recent state general elections as a proportion of the total number of absentee ballots accepted in the County for 20%.
 - b. The allocation will take into account any changes in the number of ballot counters requested by each of the Municipalities and/or the total number of ballot counters.

C. Payments

1. The County shall invoice a Municipality after the initial delivery of County-tested ballot counters, ballot boxes, and ballot marking devices to the Municipality. If a Municipality will pay over a period of 2-5 years, the County will invoice the Municipality its appropriate annual sum along with the invoice for annual operating costs. Payment shall be made within thirty (30) calendar days of the date of the invoice.
2. On or about June 1 of each calendar year during the term of this Agreement including any extensions, the County will invoice the Municipalities for their share of Operating Costs for the next calendar year. The total amount of the invoices will be calculated based on the actual Operating Costs incurred by the County in the previous calendar year, with adjustments made to account for increases or decreases in anticipated operating costs. The Municipalities shall make payment to the County within thirty (30) calendar days of the date of the invoice.
3. If the County provides maintenance services through the System vendor on a time and materials basis, a Municipality that requires maintenance services will contact the County for the services and the County will contact the vendor. The requesting Municipality will be invoiced directly by the vendor, and will be individually responsible for the cost of the services received, with no right to reimbursement from the County.
4. If requested by a Municipality, the County shall invoice the School District(s) to pay a proportion of the Municipalities' annual cost for Operating Services using either: a) the cost-sharing methodology provided in the Minnesota Election Law; or b) another methodology developed by the County, in consultation with the Municipalities. The County will invoice the School District(s) for their proportion of the costs and payments will be made directly by the School District(s) to the County.
5. Payment of interest and disputes shall be governed by the provisions of Minn. Stat. § 471.425.

D. Proceeds from sale or lease of old equipment

The County shall determine if any existing voting equipment, including but not limited to ballot counters, ballot marking devices and related hardware will be sold or leased in conjunction with the purchase of the System. The County shall apply the proceeds of any sale or lease of existing voting equipment, including but not limited to ballot counters and ballot marking devices, toward the Municipalities' payment of Implementation Costs or Post-Implementation Costs.

IX. PROJECT SCHEDULE

A Preliminary Project Schedule is attached hereto and made a part of this Agreement as **Appendix D**. The County may change the schedule set forth in **Appendix D** as appropriate based on changes in funding sources or the needs of the County.

X. TERM

- A. The term of this Agreement is for a fourteen-year period from the date of final execution by all parties (“Initial Term”), unless earlier terminated pursuant to the provisions of this Agreement.
- B. This Agreement shall be automatically extended for successive two-year terms (“Renewal Terms”), upon the same or better terms, conditions and covenants, unless a majority of the Municipalities or the County gives notice of their/its intent not to extend at least 180 days prior to expiration of the Initial Term or the then-current Renewal Term.

XI. ANNUAL REVIEW PROCESS

At least once a year during the term of this Agreement, including any extensions, the County will convene a meeting of elections officials from the Municipalities to review the elections process and System operations.

XII. INDEMNIFICATION AND INSURANCE

- A. Each party agrees that it will be responsible for its own acts and the acts of its employees, elected officials, and agents as they relate to this Agreement and for any liability resulting therefrom, to the extent authorized by law, and shall not be responsible for the acts of the other parties or their employees, elected officials, and agents, or for any liability resulting therefrom. Each party’s liability shall be governed and limited by the Municipal Tort Claims Act, Minn. Stat. Chapter 466 and other applicable law.
- B. Each Party agrees to defend, indemnify and hold harmless the other Parties, their employees, elected officials, and agents from any liability, claims, causes of action, judgments, damages, losses, costs or expenses, including reasonable attorneys fees, resulting directly or indirectly from any act or omission of the indemnifying party, its employees, elected officials, or agents, in the performance or failure to perform its obligations under this Agreement. Nothing herein shall be deemed a waiver by any Party of its limitations on liability, defenses or immunities under Minnesota Statutes, Chapter 466, or other state or federal law.
- C. Each Party warrants that it is able to comply with the aforementioned indemnity requirements through commercial insurance or a self-funding program.
- D. Each of the Parties shall insure the full replacement value of all System equipment stored on the Party's site.

- E. All insurance policies or self-insurance certificates shall be open to inspection by the other Parties and copies of the policies or certificates of self-insurance shall be submitted to a Party upon written request.

XIII. RECORDS

Subject to the provisions of Section XIV., each Party agrees that the other Parties, the State Auditor, or any of their duly authorized representatives shall, at any time during normal business hours, and as often as they may reasonably deem necessary, have access to and the right to examine, audit, excerpt and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of governmental entities and which involve transactions relating to this Agreement.

XIV. DATA PRACTICES

The Parties shall comply with the provisions of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, or any other applicable state statutes, any state rules adopted to implement the Act and statutes, as well as federal statutes and regulations on data privacy.

XV. NONASSIGNMENT

No Party shall assign, subcontract, transfer or pledge this Agreement and/or services to be performed herein.

XVI. USE OF VOTING SYSTEM

The County shall only implement and support a single, uniform voting system throughout the County that must be used in every election conducted in the County. Each Municipality must use the ballot counters, ballot boxes and ballot marking devices provided in this Agreement for all elections conducted in the Municipality.

XVII. TERMINATION

- A. This Agreement shall terminate upon unanimous consent of the Parties as evidenced by a written resolution of the governing body of each Party or when necessitated by operation of law or as a result of a decision by a court of competent jurisdiction.
- B. Effect of termination. Termination shall not discharge any liability incurred by any of the Parties during the term of this Agreement including any extensions prior to the effective date of termination. Each Party shall be liable for its own acts to the extent provided by law.

XVIII. PROPERTY DISPOSITION

- A. Upon termination of this Agreement, ownership remains as stated in Article V.

- B. Upon termination, a Municipality will be given the option to make full payment for the ballot counters, ballot boxes, and ballot marking devices for which it has made partial payment. Such payment must be made within thirty (30) calendar days of the date of receipt of the notice of termination from the County.
- C. If the Parties reach consensus on the need to replace the System, the Parties will negotiate a new agreement, which shall include the disposition of the System Equipment, whether owned by the County or the Municipalities.

XIX. NOTICE

- A. All notices, reports or demands given or made by a Party under the terms of this Agreement or any statute or ordinance shall be in writing and shall be sent registered or certified mail.
- B. All notices, reports or demands shall be sent to the representative designated in writing by the Party. If none has been designated, notice to the Party's chief elected official shall be deemed adequate.

XX. ENTIRE AGREEMENT/ALTERATION

- A. It is understood and agreed that the entire agreement between the Parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the Parties relating to the subject matter hereof.
- B. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the Parties hereto.
- C. The parties may execute separate copies of any amendment to this Agreement and the signature pages will be part of the original.

XXI. VOTING SYSTEMS ADVISORY COMMITTEE

The County shall establish a Voting Systems Advisory Committee (“Committee”) to facilitate the administration of the System. Any Party to this Agreement may request to become a member of the Committee. Approximately ten years following final execution of this Agreement, or at such earlier time as the Parties may agree, the Committee shall begin planning for the acquisition of a successor voting system.

XXII. SEPARATE EXECUTIONS/EFFECTIVE DATE

Each of the Municipalities may sign a separate signature page and all of the signature pages taken together will constitute the original contract and will be as effective as if all of the signatures were on the same page. This Agreement shall be effective as to a Party upon execution by an authorized representative of that Party.

Wherefore, the Parties have executed this Agreement as of the last date written below.

COUNTY OF RAMSEY

By: _____
Rafael Ortega, Chair
Board of Commissioners

By: _____
Bonnie Jackelen, Chief Clerk
Board of Commissioners

Date: _____

Approval Recommended:

Mark Oswald, Director
Department of Property Records and Revenue

Approved as to form and insurance:

Assistant County Attorney

NAME OF MUNICIPALITY:

By: _____

Its: _____

By: _____

Its: _____

Date: _____

**Appendix A
System Equipment List**

Note: prices are estimates pending the selection of a specific voting system

1.	Voting and administrative equipment - County			
	<u>Quantity</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total Price</u>
	18	Backup ballot counters	\$4,043	\$72,774
	18	Ballot counters for absentee voting	\$4,043	\$72,774
	36	Ballot boxes	\$382	\$13,752
	18	Backup accessible ballot marking devices	\$4,550	\$81,900
	828	Memory devices	\$66	\$54,648
	5	Central count ballot counters for absentee voting	\$26,030	\$130,150
	2	Ballot on demand printers	\$8,960	\$17,920
	1	Operating software	\$137,976	\$137,976
	1	Staff training – hardware and software operations	\$140,000	\$140,000
		Freight and delivery (estimate)	<i>\$20,000</i>	<i>\$20,000</i>
	Subtotal for Equipment Costs - County			\$741,849
2.	Voting equipment – Municipalities			
	171	Ballot counters for polling places	\$4,043	\$691,353
	171	Ballot boxes	\$382	\$65,322
	171	Accessible ballot marking devices for polling places	\$4,550	\$778,050
	Subtotal for Equipment Costs – Cities			\$1,534,725
	System Equipment Costs - Total			\$2,276,574

Appendix B Implementation Services

The County will provide, either directly or through a contracted vendor, as determined by the County, the Implementation Services shown below. The information provided below is tentative, pending the selection of a System vendor(s).

Training and instructional materials

1. Training for Municipal elections officials and staff
 - a. Operation of the ballot counter
 - b. Operation of the ballot marking device
 - c. Processing and counting absentee ballots (where applicable)
2. Training for election judges
 - a. Operation of the ballot counter
 - b. Operation of the ballot marking device
3. Development of training and informational materials - printed
 - a. Ballot counter operations guide and quick start guide
 - b. Ballot marking device operations guide and quick start guide
 - c. Opening and closing the polling place
 - d. Providing instructions to voters
4. Development of training and informational materials for County website
 - a. Election judge training video
 - b. Public information videos

Appendix C
Spreadsheet
(included as a separate attachment)

Appendix D
Preliminary Project Schedule
(Dates are tentative)

2013

Oct 25 Complete city approval of joint powers agreement
Dec 3 County board approval of joint powers agreement
Dec 30 Publication of request for proposals for voting system

2014

Jan 15 Pre-bid conference for vendors submitting proposals
Jan 31 Closing date for proposals from vendors for voting system
Feb 11 Complete scoring proposals submitted by vendors
Feb 14 Task force recommendation to county board
Feb 25 County board approval of new voting system acquisition
Mar 10 Publication of RFP for ballot printing 2014-2015
Mar 17 Place order with vendor for new voting system
Apr 7-11 Software training for county staff
Apr 21-25 Hardware training for county staff
May 2 Complete delivery of new voting system components
May 20 First day to file for office
May 23 Complete check-in and preliminary testing of voting system components
May 28-30 Simulated election with new voting equipment
May 30 Complete training and informational materials for use of voting system
Jun 16-20 Hands-on training for city elections staff
Jun 27 Begin absentee voting
Jul 7-Aug 1 Hands-on training for election judges serving at the state primary
Aug 12 State primary

Oct 6-24	Hands-on training for election judges not serving at the state primary
Nov 4	State general election
Nov 17	Post-election review of voting system



The City That Soars!

REQUEST FOR COUNCIL ACTION

Meeting Date	December 11, 2013
Agenda Item	Consent F11
Attachment	CAD and Mobile Data Agreement Among Ramsey County and Members
Submitted By	Bart Fischer, City Administrator

Description	Adoption of a new Computer Aided Dispatch (CAD) agreement with Ramsey County.
Background	<p>Over the past few years, Ramsey County has been looking at and researching the need for a new CAD system. The current system is coming to the end of its useful life and is becoming antiquated with other public safety systems and software throughout the County. Throughout this process, the County has kept cities involved and informed.</p> <p>With the purchase of a new CAD system, an agreement between Ramsey County and the cities within Ramsey County needs to be approved. Public Safety Staff (John Ohl and Clem Kurhajetz), Administration Staff and the City Attorney have reviewed the agreement and are recommending approval.</p>
Budget Impact	Costs associated with the new CAD system integration with current public safety systems and software has been accounted for in future budgets and budget projections.
Attachment(s)	CAD and Mobile Data Agreement Among Ramsey County and Members
Action(s) Requested	Approval of the CAD and Mobile Data Agreement Among Ramsey County and Members and authorizing the Mayor, City Administrator and any other appropriate staff to sign the agreement.

CAD and Mobile Data Agreement Among Ramsey County and Members

This is an agreement between the County of Ramsey, a political subdivision of the State of Minnesota, through the Emergency Communications Department, 388 13th Street, Saint Paul, MN 55101 (“County”) and the City of Falcon Heights, 2077 Larpenteur Ave W, St Paul, MN 55113 (a “Member”).

WHEREAS, All public safety agencies in Ramsey County currently use a Computer Aided Dispatch (“CAD”) System owned by the City of Saint Paul; and

WHEREAS, The County operates the Ramsey County Emergency Communications Center (“ECC”); and

WHEREAS, The County has Dispatch Joint Powers Agreements in place with the Members to provide dispatch services that will expire on December 31, 2016; and

WHEREAS, Due to the CAD System nearing the end of its life cycle, the County issued a Request for Proposals (“RFP”) for an integrated public safety CAD/Mobile system (“System”), to be owned by the County and used County-wide by the ECC, the White Bear Lake Emergency Communications Center (“WBLECC”), and numerous Law Enforcement and Fire/EMS agencies across the County; and

WHEREAS, The County anticipates that implementation of the System will occur in 2015; and

WHEREAS, The parties to this Agreement hereby agree as follows:

1. Purpose: The purpose of this CAD and Mobile Data Agreement (“Agreement”) is to establish parameters for the provision of Computer-Aided Dispatch and Mobile Data services (“CAD Services”) by the County to the Members, and to delineate the terms and conditions under which the County will provide these CAD Services. All Parties agree to work cooperatively to fulfill the terms and purpose of this Agreement.

2. Definitions

For purposes of this Agreement, the following terms have the indicated meanings:

2.1 **Additional Member** means any Governmental Unit that signs this Agreement with the County on or after January 1, 2015.

2.2 **Agreement** means this CAD and Mobile Data Agreement among Ramsey County and Members, as may be amended from time to time.

2.3 **AVL/Automatic Vehicle Location System** means a combination of hardware and services that can detect the near-real time location of a vehicle and send that information to the CAD System so it can be displayed on a map.

2.4 **CAD/Computer-Aided Dispatch or Dispatching** is a computer-based system that allows persons in a dispatch center to create and update records of calls for service and to easily view and understand the status of all units being dispatched. CAD

provides displays and tools so the dispatcher can handle calls-for-service as efficiently as possible.

- 2.5 **CAD System** means the combination of hardware, software and services the County utilizes to provide CAD System functionality to Members as described in the System Purchase Agreement Between TriTech Software Systems and Ramsey County, MN, dated July 12, 2013 (pursuant to Ramsey County Board Resolution 2012-313), incorporated herein in its entirety and made a part of this Agreement by reference. The County owns the CAD System hardware and software.
- 2.6 **CAD System Vendor** means one or more entities from whom the County procures the CAD System.
- 2.7 **County** means Ramsey County.
- 2.8 **Department** means the Ramsey County Department of Emergency Communications.
- 2.9 **Director** means the Director of the Ramsey County Department of Emergency Communications, who reports to and serves at the pleasure of the County Manager.
- 2.10 **Emergency Communications Center/ECC** means the location from which the County provides dispatching services for police, fire, emergency medical services, and other public safety functions.
- 2.11 **Governmental Unit** means, for purposes of this Agreement, the definition set forth in Minnesota Statutes §471.59.
- 2.12 **Initial Member** means any Governmental Unit that signs this Agreement with the County before January 1, 2015.
- 2.13 **Member** means either an Initial Member or an Additional Member.
- 2.14 **Mobile Data System** means the combination of hardware, software, and services used by the County to facilitate Members' use of the System on mobile devices.
- 2.15 **Operational Contact** means a person and an alternate person representing a Member who will receive technical notifications and provide technical coordination between that Member and the County.
- 2.16 **Party** means the County or any Member.
- 2.17 **Qualified Committee/Subcommittee Member** means an individual sitting as a named Committee or Subcommittee member and not legally disqualified. Qualified members may be represented by designees where provided by this Agreement.
- 2.18 **Recovery Time Objective** means the duration of time within which a business process must be restored after a disaster or disruption in order to avoid unacceptable consequences.
- 2.19 **System** means the combined CAD System, Mobile Data System, AVL System and Fire Alerting System.
- 2.20 **System Investment Fund** means a budget fund to pay for equipment replacement and make ongoing investments in the System.

- 2.21 **System Manager** means the Ramsey County employee who is responsible for management of the System and who reports to the Director.
- 2.22 **System Replacement Fund** means a budget fund for eventual replacement of the System.
- 2.23 **System User** means an individual or agency of a Governmental Unit that is authorized to utilize the System.
- 2.24 **Year** means one calendar year.

3. Membership

- 3.1 Only a Governmental Unit (“Entity”) that is a party to an agreement with the County for Dispatch Services (“Dispatch Agreement”) and is within the boundary of Ramsey County may become a Member under this Agreement.
- 3.2 An Entity that is not an Initial Member may become an Additional Member using the following process:
 - 3.2.1 The Entity submits to the Chair of the CAD Policy Committee a resolution of the Entity’s governing body approving the submission of a request to become a Member under the terms and conditions of this Agreement.
 - 3.2.2 The CAD Policy Committee reviews the request in consultation with appropriate County staff (which may include ECC staff, Attorney(s) and/or Administration staff), and takes action on such request within 120 days of receipt of the request.
 - 3.2.3 Upon approval of membership by the CAD Policy Committee, the requesting Entity and the County execute a duplicate of this Agreement, or the version of this Agreement then in effect for all Members.
 - 3.2.4 Within 60 days of Agreement execution, the Additional Member pays an initial one-time fee to cover licensing and other startup costs as described in section 8. Cost/Payment.
- 3.3 Upon final execution of this Agreement and receipt of the initial one-time fee, the Entity shall become an Additional Member and shall have all of the rights and responsibilities of a Member as set forth in this Agreement.

4. Governance

4.1 CAD Policy Committee

- 4.1.1 The CAD Policy Committee is hereby created with the duties, powers, and responsibilities as set forth in this Agreement.
- 4.1.2 The CAD Policy Committee (“Committee”) shall be comprised of the members of the Dispatch Policy Committee as identified in section 4.02 of the 2005 Joint Powers Agreement Between Ramsey County and the City of Saint Paul for Consolidated Dispatch Operations (“Dispatch JPA”), an excerpt of which is attached hereto and made part of this agreement as **Exhibit 1**,

and the Officers of the Dispatch Policy Committee shall serve as the Officers of the CAD Policy Committee.

4.1.3 The CAD Policy Committee Officers shall have the duties, powers and responsibilities set forth in this Agreement.

4.1.4 Officers

4.1.4.1 The duties of the Chair shall be as follows:

4.1.4.1.1 approve the agenda for Committee meetings, with the input and assistance of the Director and other Committee members;

4.1.4.1.2 preside at Committee meetings;

4.1.4.1.3 sign all official documents as authorized by the Committee;

4.1.4.1.4 make reports, directly or through a designee, to the Committee and the Ramsey County Board as required or deemed appropriate; and

4.1.4.1.5 perform such other duties as are incident to the office and properly expected by the Committee.

4.1.4.2 The duties of the Vice Chair shall be as follows:

4.1.4.2.1 in the absence of the Chair, to perform the duties of the Chair; and

4.1.4.2.2 to perform such duties as may be requested by the Chair.

4.1.4.3 The Director shall serve as executive secretary to the Committee and shall provide all correspondence, reporting, and recordkeeping functions for the Committee, consistent with Minnesota Statutes Chapter 13 and statutory retention laws.

4.1.5 Powers and Authority of the CAD Policy Committee

4.1.5.1 The Committee shall assist the County in reviewing and evaluating the performance of the System to ensure that the service meets the needs and expectations of the Members and System Users.

4.1.5.2 The Committee shall make recommendations to the County Manager, the Director and the System Manager concerning the facilitation of public safety services through use of the System.

4.1.5.3 The Committee shall periodically review operations and make recommendations to the Director on the operations, standards, and budget for the System.

4.1.5.4 The Committee shall serve as an appeals body as provided in this Agreement.

- 4.1.5.5 The Committee shall review the proposed annual budget prepared by the Director, and after any agreed-upon modifications, make a recommendation to the County Board to approve the budget.
 - 4.1.5.6 The Committee will approve fund balance goals for the System Investment Fund every two years.
 - 4.1.5.7 The Committee may report issues regarding the performance of the Director to the County Manager. The County Manager will work with the Director in an expeditious manner to resolve any concerns raised by the Committee.
- 4.1.6 Meetings and Voting
- 4.1.6.1 The Committee shall meet at least quarterly during the first year this Agreement is in effect. Thereafter, the Committee members shall determine the frequency of regular meetings. In addition, a special meeting may be called by the Chair.
 - 4.1.6.2 Each Party and each representative on the Committee shall be responsible for complying with requirements of State statutes relating to open meetings.
 - 4.1.6.3 Each Committee member may cast one vote.
 - 4.1.6.4 Committee members may not appoint proxies or designees.
 - 4.1.6.5 A decision of the Committee requires a quorum and approval by a majority of the Committee members present.
 - 4.1.6.6 A quorum of the Committee means one half of the Qualified Committee Members plus one.
 - 4.1.6.7 At its first meeting, the Committee shall adopt a process for resolving tie votes.
- 4.1.7 Unless earlier dissolved by mutual written agreement of all of the then-current Members, the CAD Policy Committee will continue to operate for the duration of this Agreement.

4.2 CAD Command Subcommittee

- 4.2.1 A CAD Command Subcommittee (“Subcommittee”) shall be formed, to be comprised of one Chief or Command level person from each of the following System Users:
 - 4.2.1.1 The Ramsey County Sheriff’s Office;
 - 4.2.1.2 If Saint Paul signs this Agreement, Saint Paul Police and Saint Paul Fire;
 - 4.2.1.3 If Maplewood signs this Agreement, Maplewood Police and Maplewood Fire;

- 4.2.1.4 For other System Users, one suburban fire department and one suburban police department.
- 4.2.2 CAD Command Subcommittee Membership, Voting, and Meetings.
 - 4.2.2.1 The System Users identified in this Agreement as members of the Subcommittee shall each select their own representatives except that the suburban fire department representative (other than Maplewood) will be selected annually by the Ramsey County Fire Chiefs Association and the suburban police department representative (other than Maplewood) will be selected annually by the Ramsey County Chiefs of Police.
 - 4.2.2.2 The Subcommittee members shall select a Chair and a Vice Chair at its first meeting.
 - 4.2.2.3 The Subcommittee will meet quarterly or at such other intervals as determined by the Subcommittee members.
 - 4.2.2.4 Voting representation on the CAD Command Subcommittee shall be as follows:
 - 4.2.2.4.1 The City of Saint Paul Fire Chief (or designee) shall have two (2) votes
 - 4.2.2.4.2 The City of Saint Paul Police Chief (or designee) shall have two (2) votes
 - 4.2.2.4.3 The Ramsey County Sheriff's Office (or designee) shall have one (1) vote
 - 4.2.2.4.4 The City of Maplewood Fire Chief (or designee) shall have one (1) vote
 - 4.2.2.4.5 The City of Maplewood Police Chief (or designee) shall have one (1) vote
 - 4.2.2.4.6 The remaining suburban Fire agencies shall be represented by one Fire Chief (or designee) to be selected by those agencies. That representative shall have one (1) vote.
 - 4.2.2.4.7 The remaining suburban Police agencies shall be represented by one Police Chief (or designee) to be selected by those agencies. That representative shall have one (1) vote.
 - 4.2.2.5 A decision of the Subcommittee requires a quorum and approval by a majority of the Subcommittee members present.
 - 4.2.2.6 A quorum of the Subcommittee means one half of the Qualified Subcommittee Members plus one.
 - 4.2.2.7 Subcommittee members may appoint designees.

- 4.2.3 CAD Command Subcommittee roles and responsibilities:
 - 4.2.3.1 Provide System User input to the System Manager into the process of developing protocols and standards for the System.
 - 4.2.3.2 Provide a forum for the exchange of ideas between System staff and System Users for the purpose of improving service, reviewing critical incidents, and resolving complaints.
 - 4.2.3.3 Provide input to the CAD Policy Committee as to the overall performance of the System in serving the needs of the System Users.
 - 4.2.3.4 Review the Director's proposed CAD budget and make recommendations to the CAD Policy Committee. CAD Command Subcommittee members may invite Member finance staff to budget meetings.
 - 4.2.3.5 Review and approve System and security standards as those standards may change over time. See section 10.
- 4.2.4 Issues that cannot be resolved by the Subcommittee shall be referred to the CAD Policy Committee.

4.3 CAD Operations Groups (Law Enforcement and Fire/EMS)

- 4.3.1 **Membership:** these groups consist of end user representatives, with technical personnel invited as needed:
 - 4.3.1.1 The Law Enforcement Operations Group shall be comprised of one police officer, deputy, or supervisor from each law enforcement agency served by the System.
 - 4.3.1.2 The Fire/EMS Operations Group shall be comprised of one firefighter, emergency medical responder, or supervisor from each fire and EMS agency served by the System.
- 4.3.2 **Roles and responsibilities:** The Operations Groups bring forward, document, discuss and attempt to resolve technical and operational matters. These Groups provide advice and recommendations regarding technical and operational issues to the CAD Command Subcommittee.

4.4 Conducting business (for all committees, subcommittees and operations groups)

- 4.4.1 There will be a Charter for each group.
- 4.4.2 There will be written minutes of each meeting.

5. System Operation: Responsibilities of the Parties

5.1 General/Overview

- 5.1.1 The County will own and operate the System, as defined in this Agreement, for the use and benefit of the Members. This section delineates the responsibilities of the County and the Members for the procurement and operation of hardware, software, and services necessary for the System.
- 5.1.2 The County and the Members will ensure that their equipment used to access and use the System meets standard specifications established by the CAD System Vendor, and that equipment is in good working order, software is up-to-date and services are managed to meet agreed-upon service levels.
- 5.1.3 In order to meet the requirements of 5.1.2, the County and the Members will develop and implement refresh cycles for equipment and budget for needed software upgrades, maintenance and services.
- 5.1.4 The County will ensure that its CAD operations are sufficiently resourced and budgeted to fulfill the terms of this Agreement.
- 5.1.5 All Parties to this Agreement will make internal practices, books, and records available for audit as authorized or required by this Agreement and applicable law.
- 5.1.6 All Parties to this Agreement will work cooperatively to address audit findings.

5.2 CAD System

- 5.2.1 The CAD System provides functionality such as call input, call dispatching, call status maintenance, base map, event notes, field unit status and tracking, and call resolution and disposition.
- 5.2.2 County Responsibilities. The County is responsible for procuring and maintaining the following CAD System hardware, software, and related services:
 - 5.2.2.1 Computing hardware, platform and systems capable of running the CAD server and client software per the CAD System Vendor's standard specifications for the version in use.
 - 5.2.2.2 CAD System firmware updates.
 - 5.2.2.3 Operating system (OS) software that runs on the CAD computing hardware, and appropriate licensing for the OS software.
 - 5.2.2.4 Centralized CAD software applications that run on the computing platform (server software).
 - 5.2.2.5 Applications that are licensed to the County as part of the System.
 - 5.2.2.6 Licenses to use the CAD software at dispatch stations/consoles, and the ongoing maintenance of that software.

- 5.2.2.7 Loading of the CAD software at dispatch stations/consoles.
 - 5.2.2.8 Display and input devices at the ECC and Disaster Recovery (“DR”) sites.
 - 5.2.2.9 Printers at the ECC and DR sites.
 - 5.2.2.10 Access to web-based CAD end-user software that allows System Users to view CAD information.
 - 5.2.2.11 Installation of CAD client software on end user computer systems brought to the County’s service location, and 24/7 on-call troubleshooting support for Members who load the CAD client software at their own fixed remote locations.
 - 5.2.2.12 Manage System User accounts to ensure System Users are able to access needed services and information, in accordance with approved security standards.
 - 5.2.2.13 Database maintenance to keep up to date incident type codes, priority codes, emergency response area/beats, response plans, and resource assignment tables.
 - 5.2.2.14 Written instructions for self-installation of CAD client software (as applicable) on one version each of up to three (3) operating system platforms (e.g., Windows, iOS, Android).
- 5.2.3 Member Responsibilities. Each Member is responsible for procuring and maintaining the following CAD System hardware, software, and related services:
- 5.2.3.1 Computing systems capable of running the CAD client software per the CAD System Vendor’s standard specifications. This may include desktop or laptop computers, tablets or other computing devices.
 - 5.2.3.2 Internal testing of approved System modifications against Member-owned hardware and software.
 - 5.2.3.3 Installation of CAD client software at the Member’s fixed locations (if agency chooses not to bring the systems to the County’s service location).
 - 5.2.3.4 Printers at the Member’s own locations.

5.3 Mobile Data System

- 5.3.1 The Mobile Data System provides an interface between the user of the CAD client software on mobile devices and the ECC, as well as an interface to field reporting software accessed by the mobile device. This system provides two-way data transfer regarding dispatched incidents. Types of data transferred include time at which the responding vehicle arrives and clears calls.

5.3.2 County Responsibilities. The County is responsible for the following Mobile Data System hardware, software, and related services:

5.3.2.1 Computing hardware platform (e.g., servers) on which the County-provided Mobile Data System software operates.

5.3.2.2 Mobile Data System server firmware updates.

5.3.2.3 Server/host-based CAD mobile data application software for the County-provided Mobile Data System, including maintenance of licenses and implementation of patches and updates.

5.3.2.4 Applications that are licensed to the County as part of the Mobile Data System.

5.3.2.5 Mobile data client software for Members, including maintenance of licenses. Maintenance of System User accounts to ensure System Users are able to access needed services and information.

5.3.2.6 Database maintenance to keep up to date incident type codes, priority codes, emergency response areas/beats, response plans and resource assignment tables.

5.3.3 Member Responsibilities. Each Member is responsible for the following Mobile Data System hardware, software, and related services:

5.3.3.1 Wireless connectivity service (e.g., commercial cellular data services) over which to transmit CAD and CAD-related data.

5.3.3.2 Wireless signal antennas and receivers/transmitters for computing devices, which may be built in or external to the device.

5.3.3.3 Client computing devices/hardware on which to run the Mobile Data System software that meet standard specifications established by the CAD System Vendor.

5.3.3.4 Security on Member-owned devices according to applicable state and federal security requirements.

5.4 Wireless Data Security and Persistent Connectivity Service

5.4.1 The Wireless Data Security and Persistent Connectivity Service encrypts CAD and Mobile Data information that is sent over commercial wireless services. The Wireless Data Security and Persistent Connectivity Service also maintains usability when the wireless service is unavailable and reconnects automatically when that service is again available.

5.4.2 Services by other than County

5.4.2.1 After submitting a written plan to the ECC Director and after receiving written approval of that plan from the ECC Director and the CAD Command Subcommittee, a Member may elect to provide wireless data security and persistent connectivity services

on its own, and/or to contract with entities other than the County to provide these services. This is applicable only to wireless data security and persistent connectivity services and will be known as “opting out” or “opt out”.

5.4.2.2 A Member may choose to opt out of services for a subset of its System Users, for example, for only Law Enforcement personnel.

5.4.2.3 Should a Member opt out, the ECC would remain the “first call for help” for that Member’s System Users per section 5.4.3.6.

5.4.2.4 A Member that opts out is responsible for all elements of the provision and maintenance of the wireless data security and persistent connectivity service except 5.4.3.6.

5.4.3 County Responsibilities. The County is responsible for the following Wireless Data Security and Persistent Connectivity Service hardware, software, and related services for Members who do not opt out of having the County provide wireless data security and persistent connectivity service:

5.4.3.1 Acquisition of the service(s) and management of any necessary contracts.

5.4.3.2 Working with the Members and State of Minnesota to transition from existing licenses and agreements.

5.4.3.3 Distribution of client software (as needed) to subscribing Members, and maintaining licenses and updates for that software.

5.4.3.4 Applications that are licensed to the County as part of the Wireless System.

5.4.3.5 Maintenance of System User accounts to ensure that System Users are able to access needed services and information.

5.4.3.6 “First call” troubleshooting of connectivity issues.

5.4.3.7 Written installation standards/guidelines.

5.4.3.8 Initial installation of client software on end user computing devices at the County’s service location.

5.4.4 Member Responsibilities. Each Member is responsible for the following Wireless Data Security and Persistent Connectivity Service hardware, software, and related services:

5.4.4.1 Allowing the County to push software updates to end user computing devices. This does not apply to Members that opt out.

5.4.4.2 Management of wireless accounts to ensure that System Users are able to access needed services and information.

5.5 AVL System

- 5.5.1 An Automatic Vehicle Location (“AVL”) System, within the context of this Agreement, acquires vehicle location information via GPS signaling using an antenna and receiver in each vehicle. That location information is then transmitted by the Mobile Data System in the vehicle (via commercial wireless) to the ECC.
- 5.5.2 County Responsibilities. The County is responsible for the following AVL System hardware, software, and services:
 - 5.5.2.1 Computing hardware platform (e.g., servers) on which the County-provided AVL System software operates.
 - 5.5.2.2 Server/host-based AVL application software for the County-provided AVL System.
 - 5.5.2.3 Applications that are licensed to the County as part of the AVL System.
 - 5.5.2.4 Interfaces between the AVL System and the CAD and Mobile Systems.
 - 5.5.2.5 Licenses for AVL System client software to be used on end user computing devices, and software maintenance, including updates.
 - 5.5.2.6 Written installation standards/guidelines.
- 5.5.3 Member Responsibilities. Each Member is responsible for the following AVL System hardware, software, and services:
 - 5.5.3.1 Vehicle antennas and the installation of those antennas including cabling and other required hardware and services.
 - 5.5.3.2 GPS receivers (radios) and the installation of those in vehicles.
 - 5.5.3.3 Physical connections between the GPS receivers and the mobile data system computing devices (laptop, tablet) in the vehicles (if GPS is not built into the devices) and verification that GPS position data is being relayed to the device and mobile application.

5.6 End User Computing Devices

- 5.6.1 End user computing devices such as desktops, laptops and tablets provide a means to access and input CAD and Mobile Data information. End user computing devices may be handheld, connected to building networks or installed in vehicles.
- 5.6.2 County Responsibilities. The County is responsible for the following end user computing device hardware, software, and related services:
 - 5.6.2.1 Providing and maintaining end user computing devices and associated operating system software for the end user computing devices at the ECC.

- 5.6.2.2 Informing Members of changes to end user computing devices that are driven by the System, i.e., Operating System compatibility issues.
- 5.6.2.3 First call troubleshooting for System software.
- 5.6.3 Member Responsibilities. Each Member is responsible for the following end user computing device hardware, software, and services:
 - 5.6.3.1 Providing and maintaining end user computing devices and associated software for use of Member personnel.
 - 5.6.3.2 Ensuring that end user computing devices and associated software that will be used to access the System comply with standard specifications established by the CAD System Vendor.
 - 5.6.3.3 Providing and maintaining all non-System related (third-party) software, hardware and peripherals on end user computing devices.
 - 5.6.3.3.1 Should any Member decide to install additional third-party software on, or alter the configuration of, its end user computing devices, it does so at its own risk. Members must provide staff capable of providing support for the preparation, installation, maintenance and upgrades of such additional software. The County will test additional software for compatibility with the System at the request of Members. Such testing will be charged to the requesting Member.
 - 5.6.3.4 Keeping operating systems, applications and web browsers on Member end user computing devices up to date by applying appropriate patches, updates and upgrades in a timely manner, and according to standards to be developed per section 10.

5.7 Fire Department Alerting

5.7.1 Definitions:

- 5.7.1.1 Fire **Department** Alerting means the process and method used by the ECC to notify an agency that a call for service exists. This process begins at the dispatch console when a call is received and continues through the System until the notification is received by any or all of the following means: the Fire Station Controller, a two-tone voice paging device, or a messaging device that receives email, text, SMS, etc.
- 5.7.1.2 Fire **Station** Alerting means the process and method used by the Fire Station Controller to disseminate the alert within the station (using peripheral devices such as speakers, lights, menu boards,

monitors, printers, etc.) that is received through the Fire Department Alerting process.

5.7.2 County Responsibilities. The County is responsible for the following:

5.7.2.1 Related to Fire **Department** Alerting services, the County will provide and maintain all necessary software and equipment (servers, routers, radio systems, two-tone paging systems, digital messaging systems, etc.) required at the ECC to operate a communications gateway that interfaces with the CAD System to generate and transmit messages/alerts to remote Fire Station Controllers and/or devices using both primary/secondary means of communications (existing data networks, radio systems, phone lines, etc.).

5.7.2.2 Related to Fire **Department** Alerting services at fire station locations, the County is responsible to provide and maintain a device (Fire Station Controller) to receive dispatched calls at each fire station that uses an alerting system.

5.7.3 Members Responsibilities. Each Member is responsible for the following:

5.7.3.1 Fire **Station** Alerting – each Member that utilizes Fire Station Alerting is responsible for providing and maintaining all connections and peripherals beyond the Fire Station Controller that are used to disseminate the alert. Peripherals may include such items as speakers, lights, menu boards, monitors, printers, or any device that the Fire Station Controller communicates with in the fire station.

5.7.3.2 Fire Department **Paging** – each Member that utilizes fire department two-tone voice paging is responsible for providing and maintaining all devices necessary to receive two-tone voice pages from the ECC.

5.7.3.3 Fire Department **Messaging** – each Member that utilizes fire department messaging (email, text, SMS, etc.) is responsible for providing and maintaining all devices necessary to receive digital messages from the ECC.

5.8 Network Infrastructure

5.8.1 A **Wide Area Network (WAN)** is a telecommunication network that covers a broad area.

5.8.1.1 The point of WAN demarcation between the County and a Member is the firewall system designated to support the CAD/Mobile Data/AVL/Fire Alerting System at the Member's location. Note: If a Member uses web-based access, a dedicated WAN connection to the ECC may not be required.

- 5.8.1.2 **County Responsibilities**
 - 5.8.1.2.1 The County is responsible for procuring and maintaining secured WAN connections needed to support the System (for example, to the State).
- 5.8.1.3 **Member Responsibilities**
 - 5.8.1.3.1 Each Member is responsible for procuring and maintaining any necessary secured WAN connections from their site(s) to the ECC in order to access the System.
 - 5.8.1.3.2 Moves, additions, and changes to WAN connections that are initiated by a Member are the responsibility of that Member.
- 5.8.2 **Firewall systems** are used to help keep a network secure. The primary objective is to control the incoming and outgoing traffic by determining whether data packets should be allowed through.
 - 5.8.2.1 County Responsibilities. The County will provide and maintain firewall systems for the ECC and backup ECC sites.
 - 5.8.2.2 Member Responsibilities. Members who wish to have a dedicated WAN connection to the System must provide and maintain their own firewall systems at their locations.
- 5.8.3 **Routing systems** forward data packets between different types of networks, such as from WANs to LANs. For this System, routing services are required at the ECC and at the backup dispatch facility. The County is responsible for these systems.
- 5.8.4 **Local area network (LAN) infrastructure** consists of network cabling, local wireless (e.g., WiFi), and switching systems within a building.
 - 5.8.4.1 County Responsibilities. The County is responsible for LAN infrastructure at the ECC.
 - 5.8.4.2 Member Responsibilities. Each Member is responsible for LAN systems within the Member's own facilities.
- 5.8.5 **Antivirus services** protect operating systems and other software from malicious code.
 - 5.8.5.1 The County and all Members are individually responsible to maintain antivirus services on all computing devices that access the System. Those antivirus services must meet all applicable state and federal requirements.
 - 5.8.5.2 The County and all Members have the right to disconnect systems/hardware/devices found to be compromised in a way that poses an immediate threat.

5.8.6 **Authentication** is used to ensure that only authorized users may access the System.

5.8.6.1 Members must use authentication methods that comply with applicable state and federal security requirements.

5.8.6.2 Members are responsible for the costs to implement and maintain authentication.

5.9 Interfaces – these are software programs developed specifically to link other software applications to the System. For cost allocations, refer to section 8.

5.9.1 The entities named below will be responsible to ensure the identified interfaces or their replacements or version changes listed below operate according to applicable specifications.

5.9.2 County Responsibilities.

5.9.2.1 The County is responsible for **both “ends”** of the following interfaces:

5.9.2.1.1 Alphanumeric paging

5.9.2.1.2 ANI/ALI/E9-1-1

5.9.2.1.3 BCA LEMS

5.9.2.1.4 Apparatus move-up management (one-way data export out of System) [DECCAN Live MUM at the time of the original Agreement]

5.9.2.1.5 Fire Department/Station alerting (one-way from System to alerting application)

5.9.2.1.6 Knowledge Center (Emergency Management)

5.9.2.1.7 Pictometry

5.9.2.2 The County is responsible for the **County’s “end”** of the following interfaces:

5.9.2.2.1 CAD-to-CAD interface with Allina Medical. Note: Allina Medical will pay for its end, both initially and ongoing.

5.9.2.2.2 Fire Records Management System (one-way data export out of System) [ImageTrend at the time of the original Agreement].

5.9.2.2.3 HazMat, pre-plan, and premise information [via ImageTrend at the time of the original Agreement].

5.9.2.2.4 Law Enforcement Records Management Systems (one-way data export out of System).

5.9.2.2.5 EMS RMS (one-way data export out of System) [Sansio ePCR at the time of the original Agreement].

- 5.9.2.2.6 Field Reporting (one-way data export out of System).
- 5.9.2.3 The County is responsible for ensuring that information from the System is transferred via the provided Interfaces.
- 5.9.2.4 The County will provide “First Call” troubleshooting of identified interfaces.
- 5.9.3 Member Responsibilities. Members are responsible for the **User/Member “end”** of the following interfaces:
 - 5.9.3.1 HazMat, pre-plan, and premise information, by those Members that use it.
 - 5.9.3.2 City of Saint Paul’s locally developed Law Enforcement Records Management System, by the City of Saint Paul.
 - 5.9.3.3 Ramsey County Sheriff’s Office Law Enforcement Records Management System, by Ramsey County Sheriff’s Office.
 - 5.9.3.4 Law Enforcement Records Management System used by the cities of Roseville, Lauderdale, Falcon Heights, and North St. Paul.
 - 5.9.3.5 EMS RMS [Sansio ePCR at the time of the original Agreement], by those Members that use it.
 - 5.9.3.6 Field Reporting, by those Members that use it.
- 5.9.4 Protocol for changes to interfaces: when either the System or the linked application undergoes a modification (e.g., patches, updates and/or upgrades) that could affect the interface between the System and/or the linked applications, the Party that is identified as responsible for that interface under the terms of this Agreement must arrange for the necessary software modifications, and have all changes tested in a non-production environment prior to implementation in the production system. The County shall notify the Members at least 60 days prior to implementing changes to interfaces for which the County is responsible. A Member shall notify the County at least 60 days prior to implementing changes to interfaces for which the Member is responsible, and shall work with the County to coordinate and schedule the change in the production environment.
- 5.9.5 Troubleshooting problems due to interface changes is a joint responsibility of the Member and the County.
- 5.9.6 The County may charge for support services required due to changes to Member interfaces.

5.10 Responsible Use Policy

- 5.10.1 Execution of this Agreement by a Party is deemed to include agreement to comply with the provisions of this Responsible Use Policy (“Policy”).

5.10.2 Data Privacy and Security

5.10.2.1 All Parties to this Agreement will:

5.10.2.1.1 comply with applicable federal and state statutes, regulations and agreements regarding data privacy and security;

5.10.2.1.2 not obtain, use, share or disclose Protected Data other than as permitted or required by law. For purposes of this provision, the term Protected Data means "not public data", defined under the Minnesota Government Data Practices Act, Section 13.02, Subdivision 8a;

5.10.2.1.3 implement appropriate administrative, physical, and technical safeguards to protect the confidentiality, integrity, and availability of Protected Data and prevent unauthorized use or disclosure by any Member or User;

5.10.2.1.4 if allowed under Minnesota Statutes chapter 13, report to the other Parties any known unauthorized use or disclosure of a Party's Protected Data or any security incident, as appropriate;

5.10.2.1.5 ensure that any agents or contractors with access to Protected Data agree to the same restrictions and conditions and implement reasonable and appropriate privacy and security safeguards imposed by this Agreement and applicable law;

5.10.2.1.6 make Protected Data available for amendment and incorporate any amendments as required and authorized by law;

5.10.2.1.7 make available the information required to provide an accounting of disclosures of Protected Data; and

5.10.2.2 If this Agreement is terminated as to any Party, all other Parties will either destroy or return the Protected Data of the terminating Party to the terminating Party and retain no copies of such data, if feasible, or if such destruction or return is not feasible, extend the protections of this Agreement to the Protected Data and limit further uses and disclosures of the Protected Data to those purposes that make the return or destruction of the Protected Data infeasible.

5.10.2.3 Each Party shall require all individuals who use the CAD and Mobile Systems to review and sign the System Users Agreement, attached to and made a part of this Agreement as **Exhibit 2**.

5.10.3 Records Retention

- 5.10.3.1 All Parties to this Agreement shall comply with all state and federal laws and regulations regarding the retention of public records, including but not limited to Minnesota Statutes §138.17.

6. Ongoing County Services

- 6.1 The County shall operate, manage, and maintain the System under the direction of the Director of the Ramsey County Department of Emergency Communications.
- 6.2 The County warrants that its initial and ongoing configuration of the System and provision of County services will be compliant with applicable privacy and security regulations, including CJIS and HIPAA requirements and standards.
- 6.3 Operational and Management Services. Under the supervision of the System Manager, the County will:
 - 6.3.1 Establish and maintain a secure network.
 - 6.3.2 Manage the System network servers, System software, databases, and network connectivity.
 - 6.3.3 Manage and maintain test, training, and production environments for the System. The County will provide access to testing and training environments to Members upon request.
 - 6.3.4 Test new patches, updates, upgrades and other modifications before they are applied to production systems.
 - 6.3.5 Perform quality control/quality assurance operations during testing and implementation of patches, updates and upgrades.
 - 6.3.6 If at any time configuration changes implemented by the County interfere with operation of the System, the County will correct the problem.
 - 6.3.7 If software conflicts develop between System configuration changes required for the successful use of the System and end user software previously installed by a Member, the County shall work with the Member's staff to resolve the problem.
 - 6.3.8 Maintain the System network in such a manner as to provide a minimum of 99.9% availability, except during such periods when downtime is due to circumstances beyond the control of the County or during scheduled downtime for maintenance/upgrades.
 - 6.3.9 Maintain a system of frequent backups and data files in such a manner as to minimize System recovery time and prevent data corruption. The backup procedure will be in writing and approved by the CAD Command Subcommittee.
 - 6.3.10 Monitor, maintain and troubleshoot network connectivity and cyber security issues in the System network.

- 6.3.11 Monitor performance to ensure adequate System resources and storage to handle peak traffic loads.
- 6.3.12 Manage System, Fire Department Alerting, Wireless Data Security and Persistent Connectivity Service vendor contracts with the County, to ensure continuous service.
- 6.3.13 Maintain and manage licenses for software described within this Agreement as part of the County's responsibility.
- 6.3.14 Coordinate maintenance upgrades with the CAD System Vendor and Members.
- 6.3.15 Manage the implementation of patches, updates and upgrades to the CAD System, including appropriate testing in a non-production environment prior to implementation.
- 6.3.16 Provide timely notices to the Members of System status changes, such as server maintenance, that will affect System availability or performance. Any planned System downtime will be scheduled during periods of light call traffic.
- 6.3.17 Install, configure, and maintain CAD client software, along with any other software required to maintain a secure connection to the CAD System. This excludes physical installation in in-vehicle systems, but includes remote maintenance.

6.4 Support Services (Maintenance, Helpdesk, Upgrades). The County will:

- 6.4.1 Provide support services as described herein during the hours identified below.
 - 6.4.1.1 Live technical support will be provided during regular business hours, which are defined as 8:00 AM – 4:00 PM Monday through Friday, excluding County-observed holidays. Refer to section 6.4.2 for response times for each "Priority Level".
 - 6.4.1.2 On-call technical support will be provided at all other times. Refer to 6.4.2, below, for response times for each "Priority Level".
- 6.4.2 Provide response to System issues/problems according to the following Priority Levels:
 - 6.4.2.1 Priority Level 1: Critical Priority, as described in the excerpt from the CAD System Vendor's Support Agreement, attached hereto and made a part of this Agreement as **Exhibit 3**.
 - 6.4.2.1.1 County Response to Priority Level 1: live telephone response within 30 minutes of initial notification.
 - 6.4.2.2 Priority Level 2: Urgent Priority, as described in **Exhibit 3**
 - 6.4.2.2.1 County Response to Priority Level 2: live telephone response within 1 hour of initial notification.

- 6.4.2.3 Priority Level 3: High Priority, as described in **Exhibit 3**
 - 6.4.2.3.1 County Response to Priority Level 3: live (non-automated) email response within 3 hours of initial notification. If voice response is requested by the Member, such response will be provided within the same timeframe.
- 6.4.2.4 Priority Level 4: Medium Priority, as described in **Exhibit 3**
 - 6.4.2.4.1 County Response to Priority Level 4: live (non-automated) email response within 2 business days of initial notification. If voice response is requested by the Member, such response will be provided within the same timeframe.
- 6.4.2.5 Priority Level 5: Low Priority, as described in **Exhibit 3**
 - 6.4.2.5.1 County Response to Priority Level 5: live (non-automated) email response within 2 business days of initial notification. If voice response is requested by the Member, such response will be provided within the same timeframe.
- 6.4.3 Provide technical support to System Users for System client software.
- 6.4.4 Establish and maintain County-owned CAD interfaces to Members' records systems, mobile data system networks, and local PSAP 911 premise equipment.
- 6.4.5 Load and configure Mobile Data client software at the County's location. If Member agencies choose not to bring the systems in to that location, the County will provide troubleshooting assistance for agencies that load Mobile Data client software at their own locations.
- 6.4.6 Perform troubleshooting, characterization, and documentation of System problems or anomalies and communicate findings to CAD System Vendor(s). Follow up with CAD System Vendor(s) as necessary to resolve problems.
- 6.4.7 Perform troubleshooting to address System User access issues and reports.
- 6.4.8 Provide technical assistance to System Users for local CAD interfaces.
- 6.4.9 Distribute information about changes to System User requirements (hardware and software) as the CAD System Vendor publishes those requirements to the County.
- 6.4.10 Notify Members of planned and unplanned System outages and reported issues via the following process:

6.4.10.1 Planned Outages

6.4.10.1.1 Initial email contact will be made with each Member's Operational Contact as soon as possible, giving the following information:

1. Portion of the System that will be down
2. Date and time of the outage
3. Reason for the outage
4. Estimated duration of the outage
5. Effect outage will have on Members' business operations
6. End User expectations

6.4.10.1.2 Two days prior to the planned outage a reminder email notification containing the same information will be sent to the Member's Operational Contact with details for their use, and to distribute within their agencies.

6.4.10.1.3 Immediately prior to the outage, ECC will make an announcement over the radio identifying the sub-system that will be taken down and instructing System Users to log off.

6.4.10.1.4 When the planned outage/upgrade is complete an announcement will be made over the radio informing System Users the portion of the System that was down is available for use, plus a follow up email will be sent.

6.4.10.2 Unplanned Outage

6.4.10.2.1 As soon as reasonably possible a radio announcement will be made and email contact will be made with each Member's Operational Contact giving the following information:

1. Identifying the portion or portions of the system that is/are down
2. When the outage began
3. Initial cause of outage, if known
4. Estimated duration of the outage.
5. Effect outage will have on Members' business operations

6.4.10.2.2 Periodic notifications will be provided as appropriate and/or when new information is available.

6.4.10.2.3 When the unplanned outage is resolved an announcement will be made over the radio and via

email informing System Users that the System is available for use.

6.4.10.2.4 Within two weeks of the resolution ECC will document the outage and resolution, and distribute this to the Operational Contacts.

6.4.11 Test System software patches, updates and upgrades before installation.

6.4.12 Plan for the installation of software updates and upgrades so as to minimize service disruptions to System Users.

6.4.13 Maintain the software configurations for the network security equipment.

6.4.14 Be responsible for initial troubleshooting of access issues from computers used for System access at Member sites.

6.4.15 Be responsible for initial (first call) troubleshooting of access issues from System Users' authorized mobile devices.

6.4.16 Update the GIS base map (layers, centerlines, street names, etc.) at a minimum quarterly.

6.4.17 Manage user access (adds, changes, etc.), notification data, and administrative information when notified by Members of such changes.

6.5 Disaster Recovery and Continuity of Operations Services

6.5.1 The County will provide and maintain Disaster Recovery (DR) and Continuity of Operations services for functions identified in **Exhibit 4**, attached hereto and made a part of this Agreement, in accordance with procedures established by the Department in consultation with the CAD Command Subcommittee.

6.5.2 In the event of a System failure that is not resolved through built-in redundancy and resiliency, an authorized ECC manager or designee will authorize a change over from the primary System to the DR system.

6.5.3 The County will configure the System so DR services are operational within two (2) hours after authorization to change over from the primary System to the DR system.

6.5.4 The County will provide personnel trained in how to implement a change over from the primary System to the DR system.

6.6 Training

6.6.1 The County will provide and maintain a Training Environment for the System.

6.6.2 The County will provide System User training as follows:

6.6.2.1 Initial training of System Users prior to go-live of the new System will be provided in a Train-the-Trainer mode. The County will provide training and training materials to individuals designated

by the Members. The trained Member personnel will then provide training to other Member System Users.

6.6.2.2 Mobile Data System training for System Users will take place at mutually agreed upon locations using Member-provided devices.

6.6.2.3 After go-live the County will update training materials as needed and make those available to Members.

6.6.2.4 After go-live the County will provide training on the System for Members' new hires.

6.7 Reports

6.7.1 The System Manager will provide a set of standard reports available from the CAD System Vendor.

6.7.2 Upon request the County will generate one or more export files, using standard fields and parameters and standard data export methods supported by the CAD System Vendor. The export file(s) will contain raw data so a Member may create its own reports using its own resources.

6.7.3 If a Member needs reports other than from these sources, the County may charge the Member for creating custom reports. Members may submit a fee refund request for charges for a custom report that becomes a standard report.

6.7.4 Open Database Connectivity ("ODBC") connections may be requested through and must be approved by the CAD Command Subcommittee. Members are responsible for software licenses and support of independent reporting tools.

6.8 Public Information Requests

6.8.1 The System Manager will assist Members in responding to data requests by providing the requested data that is in the System to the Member within a reasonable time from the request. Member(s) will be provided with a data export file containing the System data along with documentation of the data fields provided. It will be the Member's responsibility to respond to the data request and to filter, format, and redact data as needed to fulfill the public information request in accordance with applicable law.

7. Ongoing Member Responsibilities (see also section 5. System Operation: Responsibilities of the Parties)

7.1 Base Map:

7.1.1 Members will submit new information on property key holders (ownership/lease) and common place names for businesses in accordance with County established standards.

7.1.2 Members will notify the Department of changes to streets and all addresses at least quarterly.

7.2 Information Security/System Protection:

- 7.2.1 Members remain responsible for the protection of information they place on the System and connecting networks.
- 7.2.2 Members must comply with applicable federal and state statutes, laws, and regulations regarding data security.
- 7.2.3 Members must notify the System Manager as soon as possible of any security breach or known potential threat.
- 7.2.4 Members will ensure that any System User or third-party software does not interfere with System applications, network connections, or security.
- 7.2.5 Members will restrict access to the System to only those individuals who have received CAD training and are authorized to use the System.
- 7.2.6 Members will maintain current operating systems, applications, security software, web-browsers, and networked devices through patches, updates, and upgrades in compliance with section 10 of this Agreement.
- 7.2.7 Members will notify the System Manager as soon as possible but not later than the last day of employment when an employee with System access leaves employment.
- 7.2.8 Members will notify the System Manager as soon as possible but not later than the change of status or rank when an employee with System access has a change of status or rank that affects that individual's access privileges.

7.3 Testing and Training

- 7.3.1 Members shall test Member-owned interfaces, devices and software when planning internal hardware or software changes or changes to business processes that may affect the System, before putting such into use.
- 7.3.2 Members shall utilize the County's test environment for changes to two-way interfaces, firewalls or routers.
- 7.3.3 Members shall perform quality control/quality assurance operations during testing and implementation of patches, updates and upgrades of Member-owned interfaces, devices and software.
- 7.3.4 If at any time configurations implemented by a Member interfere with operation of the System or if software conflicts develop between software required for the successful use of the System and additional software installed by a Member, the County will charge the Member to correct the problem. Member staff must work with the County as requested to resolve the problem or remove the software.
- 7.3.5 Members will make their personnel available to attend System training, as appropriate.

7.3.6 When System upgrades or process changes that require training of System Users are to be implemented, the Members will train their own personnel using County-provided training materials.

7.4 Operational Contact

7.4.1 Each Member shall maintain an Operational Contact, and an alternate operational contact, as the primary persons who will receive technical notifications and provide technical coordination.

7.4.2 Within 30 days of the execution of this Agreement, Members shall provide Operational Contact information to the System Manager.

7.4.3 Members shall immediately notify the ECC of changes to Operational Contacts.

7.5 Reporting System Issues

7.5.1 During business hours, System Users must contact the CAD/Mobile/AVL Helpdesk via phone or email, and provide:

7.5.1.1 User's name

7.5.1.2 Agency name

7.5.1.3 Call back number

7.5.1.4 Number of users affected, if known

7.5.1.5 Brief description of the problem.

7.5.2 After business hours, System Users must contact the on-duty ECC Shift Supervisor and provide the same information listed above.

8. Cost/Payment

8.1 County Payments: The County will pay the following:

8.1.1 All costs for the initial implementation of the System as defined by the CAD budget approved by the County in Resolution #2012-313, including all related debt service, but excluding loading of non-CAD related software onto mobile devices.

8.1.2 Both initial and ongoing costs for **both "ends"** of the following interfaces

8.1.2.1 Alphanumeric paging

8.1.2.2 ANI/ALI/E9-1-1

8.1.2.3 BCA LEMS

8.1.2.4 Apparatus move-up management (one-way data export out of System) [DECCAN LiveMUM at the time of the original Agreement]

8.1.2.5 Fire Department/Station alerting (one-way from System to alerting application)

- 8.1.2.6 Knowledge Center (Emergency Management)
- 8.1.2.7 Pictometry
- 8.1.3 Both initial and ongoing costs for the **County's "end"** of the following interfaces:
 - 8.1.3.1 CAD-to-CAD interface with Allina Medical. Note: Allina Medical will pay for its end, both initially and ongoing.
 - 8.1.3.2 Fire Records Management System (one-way data export out of System) [ImageTrend at the time of the original Agreement]
 - 8.1.3.3 HazMat, pre-plan, and premise information [via ImageTrend at the time of the original Agreement]
 - 8.1.3.4 EMS RMS (one-way data export out of System) [Sansio ePCR at the time of the original Agreement]
- 8.1.4 Initial costs only for the **County's "end"** of Law Enforcement Records Management Systems (one-way data export out of System)
- 8.1.5 Upgrades of the System software and hardware that are part of the CAD System Vendor's maintenance package and of County-owned interfaces will be paid for out of the System Investment Fund.
- 8.1.6 Upgrades of the System software and hardware that are not part of the CAD System Vendor's maintenance package must go through the Review and Approval Process set forth in section 9. System Modifications. Upon approval, upgrades of the System software and hardware and of County-owned Interfaces will be paid by the County out of the System Investment Fund.
- 8.1.7 Initial and ongoing costs for firewall systems at the ECC and DR sites.

8.2 Individual Member Payments. Each Member will pay the following:

- 8.2.1 The cost of Member-owned hardware, software, and application installation and maintenance not otherwise addressed by this Agreement.
- 8.2.2 Costs for the provision of ongoing cellular or other wireless services to connect the Member's mobile devices.
- 8.2.3 State data access charges for mobile wireless connectivity, which will be billed through by the Department.
- 8.2.4 Fees for wireless data and persistent connectivity services.
- 8.2.5 All non-recurring and recurring costs for encrypted WAN connections to the CAD/Mobile Data/AVL/Fire Station Alerting Systems. Costs for moves, additions, and changes to WAN services that are initiated by a Member are the responsibility of that Member.
- 8.2.6 Initial and ongoing costs for firewall systems at Member locations.

- 8.2.7 Initial and ongoing costs of Fire Station Alerting connections and peripherals beyond the Fire Station Controller that are used to disseminate the alert.
- 8.2.8 Initial and ongoing costs of Fire Department Paging – each Member that utilizes fire department two-tone voice paging is responsible for providing and maintaining all devices necessary to receive two tone voice pages from the ECC.
- 8.2.9 Initial and ongoing costs of Fire Department Messaging (email, text, SMS, etc.) – each Member that utilizes fire department messaging is responsible for providing and maintaining all devices necessary to receive digital messages from the ECC.
- 8.2.10 Ongoing costs, including updates, for the **both “ends”** of the following software interfaces in all environments:
 - 8.2.10.1 Mobile Data software other than the County’s Mobile System, to be paid for by those Member(s) that utilize such software.
 - 8.2.10.2 Other interfaces to the System not otherwise provided for in this Agreement and not used by all Members, to be paid for by those Member(s) that utilize those applications, e.g. Law Enforcement Records Management System applications and Amanda.
- 8.2.11 Ongoing costs, including updates, for the **Member “ends”** of the following software interfaces:
 - 8.2.11.1 HazMat, pre-plan, and premise information [via ImageTrend at the time of the original Agreement], with the costs to be paid for by those Member(s) that utilize the application.
 - 8.2.11.2 EMS Records Management System [Sansio ePCR at the time of the original Agreement], with the costs to be paid for by those Member(s) that utilize the application.
 - 8.2.11.3 Field Reporting, with the costs to be paid for by those Member(s) that utilize the application.

8.3 Payments by All Members as a Group. All Members shall pay the following:

- 8.3.1 Forty percent (40%) of all costs for ongoing System operating, maintenance and technical and administrative support, minus any offsetting revenue that has been applied to the Members’ share in accordance with Section 8.7.
- 8.3.2 Each Individual Member’s share will be billed based on a three-year rolling average of the Member’s share of calls for service. The methodology for calculating the percentage of calls for service shall follow the same methodology described in the Dispatch Joint Powers Agreement article entitled Cost and Funding.
- 8.3.3 The Director shall prepare an annual CAD budget in consultation with the CAD Command Subcommittee. The CAD budget will then be presented to

the CAD Policy Committee for review. The CAD Policy Committee will then make a budget recommendation to the County Board. Members will receive written notification of their share of CAD operating costs as recommended by the CAD Policy Committee by June 1st.

8.3.4 If the County Manager recommends a CAD budget to the County Board that is not consistent with the recommendation of the CAD Policy Committee, the Director shall notify the members of the CAD Policy Committee prior to the County Board public budget hearings.

8.3.5 The County will notify the CAD Policy Committee of budget changes exceeding 5% of an adopted budget as soon as possible before adoption of the budget change.

8.4 Additional Members

8.4.1 Additional Members must “buy-in” to the System. Buy-in costs may include a share of the initial implementation costs, a share of the System Replacement and Investment Funds, any subsequent major investments, and any additional expansion required to support this Additional Member. Buy-in costs will be determined by the CAD Policy Committee at the time of a “buy-in” request.

8.4.2 After the initial “buy-in”, Additional Members will pay costs as an Individual Member and as one of the Members as a Group, as indicated within the applicable sections of this Agreement.

8.5 Payment for System Changes, New Interfaces and System Modifications (see also section 9)

8.5.1 System Modifications will be paid according to the cost allocation and funding mechanism approved under section 9.4. System Modifications that will be used by fewer than all the Members will be paid for by the Members that use it, including Members that add the System Modification after implementation.

8.5.2 Costs for changes to interfaces.

8.5.2.1 The County will pay for changes to interfaces necessitated by System Modifications. This includes incremental costs due to upgrades or other modifications up to a limit of 50% of the initial implementation cost for those interfaces, unless otherwise approved by the CAD Policy Committee.

8.5.2.2 Individual Members will pay for changes to interfaces necessitated by modifications to that Member’s environment or applications. This includes incremental costs due to upgrades or other modifications. The County may charge Members up to 50% of the initial implementation cost for modified interfaces for work performed or provided by the County, unless otherwise agreed to by the Member.

- 8.5.3 Unapproved change cost control. Costs for changes that are not approved according to section 9.1, and that are necessitated by changes by the County to the System or environment, or by changes by a Party to associated applications or interfaces, will be paid by the Party making the changes.

8.6 System Replacement and Investment Funds

8.6.1 CAD/Mobile/AVL/Fire Alerting System Replacement Fund (“System Replacement Fund”)

- 8.6.1.1 The Parties will make annual contributions for eventual replacement of the System according to the contribution allocations set out in section 8.6.3 below. This amount will be \$350,000 in 2015 and increase each year thereafter by three percent (3%) or the Consumer Price Index for Urban Consumers, whichever is less. County and Member contributions will be suspended if the fund balance reaches \$10,000,000.

- 8.6.1.2 When determined appropriate after consideration of input from the CAD Subcommittee and the Director, the CAD Policy Committee shall recommend to the County Board that the Board initiate the replacement of the System, or a portion thereof, using the System Replacement fund.

8.6.2 CAD/Mobile/AVL/Fire Alerting System Investment Fund (“System Investment Fund”)

- 8.6.2.1 The following will be used to determine the amount of the annual contribution to the System Investment Fund:

- 8.6.2.1.1 Hardware/Equipment replacement: The amount will be \$150,000 for 2015. Thereafter, the annual amount will be as determined by 8.6.2.2.

- 8.6.2.1.2 Ongoing System investments (investments not covered by software maintenance fees, e.g., upgrades, additional licensing, misc. software, expansion of functionality): the amount will be \$300,000 for 2015. Thereafter the annual amount will be as determined by 8.6.2.2.

- 8.6.2.2 The Director will develop forecasting models to ensure that the System Investment Fund is sufficient, but not over funded. The Director must present forecasting models and a proposed System Investment Fund funding goal to the CAD Policy Committee every two years for approval of the funding goal. The approved funding goal will be used by the Director when submitting the proposed CAD Operating Budget as required in section 8.3.

- 8.6.2.3 The CAD Policy Committee may transfer amounts between the hardware/equipment replacement and ongoing System

investment portions of the System Investment Fund, which are defined under sections 8.6.2.1.1 and 8.6.2.1.2

- 8.6.3 Contributions to the System Replacement and Investment Funds will be allocated to the County and the Members as follows: 60% will be paid by the County and 40% will be paid by the Members, divided proportionately according to the provisions of section 8.3.2.
- 8.6.4 The County will track the System Replacement and Investment Funds separately, showing line item balances and adding any interest earned on the fund balance. Interest earned on fund deposits will be credited toward County and Member contributions to the respective Replacement and Investment Funds according to the provisions of section 8.6.3.
- 8.6.5 If this Agreement is terminated or expires, any remaining money in the System Replacement and System Investment Funds will be distributed in proportion to the contributions of the County and the Members. Each Member's share will be determined by applying the percentages calculated under section 8.3.2.

8.7 Provision of System Services outside Ramsey County – “Fee for Services”

- 8.7.1 It is possible that Governmental Units (individually or in groups) [hereafter, “Entity” or “Entities”] outside of Ramsey County may request that the County provide CAD, Mobile Data and/or AVL services within their service areas.
- 8.7.2 In the event such an arrangement is requested, the Director will identify the potential advantages, disadvantages, costs, and fees proposed to be charged to the potential Entity/Entities, and report this information to the CAD Command Subcommittee.
- 8.7.3 The CAD Command Subcommittee will then examine the information and recommend for or against approval of the arrangement.
- 8.7.4 If the CAD Command Subcommittee does not recommend approval, the Director will so inform the requesting Entity/Entities and no further action will be taken.
- 8.7.5 If the CAD Command Subcommittee recommends approval, the Department will submit a proposed written agreement including service terms and fees to the requesting Entity/Entities.
- 8.7.6 If the requesting Entity/Entities agree(s) to the provisions of the proposed written agreement, the Director will take the request to the CAD Policy Committee, which will make a final decision as to whether to approve the agreement.
- 8.7.7 If the CAD Policy Committee approves the agreement, the Department will begin providing services according to the agreement upon final execution by the County and the requesting Entity/Entities.

- 8.7.8 After a “fee for services” agreement has been approved, the Department will track fees collected compared to actual costs on a semi-annual basis, and make adjustments as needed and as permitted by contract terms. Any necessary adjustments will be made via the County’s budgeting process.
- 8.7.9 Any revenues collected in excess of costs will be applied to System operating expenses according to the 60/40 contribution formula.
- 8.8 The County may only charge for services as expressly authorized in this Agreement, and at rates that are set in conjunction with the annual CAD budget process.

9. System Modifications Approval Process

- 9.1 Following initial System Implementation any Party to this Agreement may submit a request for a System Modification per the Review and Approval Process, below.
- 9.2 The Members as a group may submit a request for a System Modification that all will use per the Review and Approval process, below.
- 9.3 Review and Approval Process
 - 9.3.1 The System Modification request will first be reviewed by the CAD System Manager to determine impact and cost implications.
 - 9.3.1.1 Impact means an operational change would be required to implement the System Modification.
 - 9.3.1.2 Cost means there would be an additional non-budgeted cost to implement the System Modification.
 - 9.3.1.3 Upon determination of impact and cost implications, the System Modification request will proceed in accordance with the following System Modification Request Review and Approval Matrix:

System Modification Request Review and Approval Matrix

	BUDGETED COST	NON-BUDGETED COST
OPERATIONAL IMPACT - NO	Review and final approval by System Manager	<ol style="list-style-type: none"> 1. Review and recommendation by CAD Command Subcommittee 2. Final approval by CAD Policy Committee 3. Budget amendment by Director
OPERATIONAL IMPACT - YES	Review and final approval by CAD Command Subcommittee	<ol style="list-style-type: none"> 1. Review and recommendation by CAD Command Subcommittee 2. Final approval by CAD Policy Committee 3. Budget amendment by Director

9.4 No System Modification may be made to the System unless approved by the appropriate person or body as indicated in the matrix. Such approval must be in writing and shall describe the Modification, cost allocation, and the funding mechanism for initial and ongoing costs.

9.5 Upon implementation, the System Modification shall be subject to all of the provisions of this Agreement.

10. Establishment and Maintenance of Standards

10.1 Standards Establishment

10.1.1 The CAD Command Subcommittee is responsible to establish standards for System security, user equipment, and user training.

10.1.1.1 For each area of standardization identified by the Subcommittee to be addressed, ECC personnel, the CAD Operations Groups, and/or other technical resources shall develop draft standards for review and approval by the Subcommittee.

10.1.1.2 Any Party to this Agreement may submit suggested language for any standard under consideration or in revision to the Chair of the CAD Command Subcommittee or his/her designee. The Subcommittee will consider such suggestions in light of all Members’ needs and capabilities, as well as the potential impact

on the functioning of the System and/or Members' business processes.

- 10.1.1.3 The CAD Command Subcommittee will review drafts, seek necessary clarifications and have each draft standard document revised until it meets the approval of the majority of a quorum of the Subcommittee.
- 10.1.1.4 Once a draft is approved, it will be circulated to the CAD Operations Groups and Members for review and further comment.
- 10.1.1.5 After review comments have been incorporated the CAD Command Subcommittee shall vote whether to approve the draft standard.
- 10.1.1.6 A standard, once approved by the CAD Command Subcommittee, shall be distributed to all Parties who shall thereafter comply with the approved standard.
- 10.1.1.7 Any Party to this Agreement may appeal a standard adopted by the CAD Command Subcommittee to the CAD Policy Committee.

10.2 Standards Maintenance and Modifications

- 10.2.1 The CAD Command Subcommittee will review each approved standard every two (2) years, after its initial approval, for potential updating or modification as necessitated by changes in technology or the needs or capabilities of the Parties.
- 10.2.2 Standards may also be modified whenever needed due to changes in operating procedures, software or hardware changes, changes in applicable law or other factors that affect System operations or functionality according to the process identified in section 10.1.

11. Dispute Resolution and Remedies

- 11.1 If a Member or the System Manager or the Director of the ECC has a dispute under this Agreement, that Member or the System Manager or the Director may bring that dispute forward for resolution according to the following process:
 - 11.1.1 Technical issues shall first be submitted to the System Manager for resolution. If the System Manager initiated the dispute resolution request or if technical issues submitted by others cannot be resolved by the System Manager, the matter shall be referred by the System Manager to the Director of the ECC. If the Director of the ECC and the disputing System Manager or Party cannot resolve a technical issue, the issue shall be forwarded to the CAD Command Subcommittee.
 - 11.1.2 Financial issues shall first be submitted to the Director for resolution. If the Director first identified the financial issue or if the financial issue cannot be

resolved by the Director, the matter shall be referred to the CAD Command Subcommittee. However, any financial issues that involve changes in the CAD operating budget shall be immediately submitted by the Director to the CAD Policy Committee for resolution.

- 11.1.3 Issues that do not fall into the two previous categories shall first be submitted to the Director for resolution. If the Director first identified the issue or if the issue cannot be resolved by the Director, the matter shall be referred to the CAD Command Subcommittee.
- 11.2 If the issue is not resolved to the satisfaction of the disputing System Manager, Director or Party by the CAD Command Subcommittee, the disputing System Manager, Director or Party may escalate the matter to the CAD Policy Committee.
- 11.3 If the matter is not resolved to the satisfaction of the disputing System Manager, Director or Party by the CAD Policy Committee, the disputing System Manager, Director or Party may appeal the decision of the CAD Policy Committee to the Ramsey County Board.
- 11.4 At any point in the process, the County or a Member may request mediation regarding the dispute. The Party requesting the mediation will be responsible for the costs of mediation. However any parties to the mediation may agree to share costs as part of a negotiated settlement.
- 11.5 Each Party maintains the right to pursue any remedy for material breach of this Agreement or System failure otherwise available at law or equity if the dispute is not resolved to the disputing System Manager, Director or Party's satisfaction using this process.

12. General Terms and Conditions

12.1 Term

- 12.1.1 This Agreement is effective as of the last date of execution by the County and eight Governmental Units, and thereafter will become effective as to other Governmental Units when each of the Governmental Units executes this Agreement. This Agreement will remain in effect through December 31, 2016 ("Initial Term"), unless earlier terminated pursuant to the provisions of this Agreement.
- 12.1.2 Thereafter, the Term shall automatically renew for one (1) year periods ("Renewal Periods"), up to a maximum of ten (10) Renewal Periods, subject to the termination provisions of section 12.2.

12.2 Termination and Withdrawal

- 12.2.1 This Agreement shall terminate:
 - 12.2.1.1 upon the consent of the County and all Members, as evidenced by written resolutions of their governing bodies'; or
 - 12.2.1.2 when necessitated by operation of law; or

12.2.1.3 as a result of a decision by a court of competent jurisdiction.

12.2.2 The County may terminate this Agreement on twenty-four calendar months' written notice of action of the County Board.

12.2.3 A Member may not withdraw from this Agreement during the Initial Term.

12.2.4 Following the end of the Initial Term, a Member may withdraw from this Agreement only at the same time it withdraws from the Dispatch Agreement. A Member may only terminate this Agreement at the end of a calendar year by action of its governing body and upon a minimum of twelve (12) months prior written notice to the other Parties to this Agreement.

12.2.5 A Member that withdraws forfeits any claim to any outstanding fund balance in the System Replacement and Investment Funds.

12.2.6 Withdrawal from this Agreement by a Member shall not constitute withdrawal by any other Member.

12.3 Indemnification and Insurance

12.3.1 Each Party agrees that it will be responsible for its own acts and the acts of its employees, elected officials, and agents as they relate to this Agreement and for any liability resulting therefrom, to the extent authorized by law, and shall not be responsible for the acts of other Parties to this Agreement or their employees, elected officials, and agents, or for any liability resulting therefrom. Each Party's liability shall be governed and limited by the Municipal Tort Claims Act, Minn. Stat. Chapter 466 and other applicable law.

12.3.2 The County agrees to maintain property insurance coverage throughout the Term of this Agreement, including the Initial Term and all Renewal Terms, on the ECC facility and all of the County-owned equipment.

12.3.3 The County and each Member waive all rights against the other Parties for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this Section. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have had a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, or had or did not have an insurable interest in the property damaged.

12.4 Non-Assignability

12.4.1 No Party shall assign any interest in this Agreement nor transfer any interest in the same, whether by subcontract, assignment or novation.

12.5 Compliance With Applicable Law

12.5.1 All Parties agree to comply with all federal, state and local laws, resolutions, ordinances, rules, regulations and executive orders pertaining to unlawful

discrimination on account of race, color, creed, religion, national origin, gender, marital status, status with regard to public assistance, sexual orientation, disability, or age.

12.5.2 All Parties agree to comply with all federal, state and local laws or ordinances, and all applicable rules, regulations, and standards established by any agency of such Governmental Units, which are now or hereafter promulgated insofar as they relate to the Parties' performance of the provisions of this Agreement.

12.6 Data Practices

12.6.1 All data collected, created, stored, received, maintained or disseminated for any purpose in the course of any Party's performance of this Agreement is governed by the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, or any other applicable state statutes, any state rules adopted to implement the Act and statutes, as well as federal statutes and regulations on data privacy.

12.7 Management and Access to Data

12.7.1 Each Party shall manage all data the Party collects, creates, stores, receives, maintains, or disseminates. Access to a Member's data by another Member shall be in accordance with the Minnesota Government Data Practices Act and other applicable federal, state, and local laws and rules governing data privacy.

12.8 Audit

12.8.1 Until the expiration of six (6) years after the termination of this Agreement, each Party shall, upon written request of another Party, make available to the requesting Party, the State Auditor or the requesting Party's ultimate funding sources, a copy of this Agreement and the books, documents, records and accounting procedures and practices relating to this Agreement.

12.8.2 All parties will comply with and address audit findings.

12.9 Alteration

12.9.1 Any alteration, variation, modification, or waiver of the provisions of this Agreement shall be valid only after it has been reduced to writing in the form of an amendment and duly signed by all Parties.

12.10 Notice

12.10.1 Any notice required to be given by this Agreement shall be made by delivery by first class mail, postage applied, to the person holding the title and at the address identified on the Party's signature page.

12.11 Interpretation of Agreement; Venue

12.11.1 This Agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this Agreement shall be

venued in the appropriate state or federal district court in Ramsey County, Minnesota.

12.12 Conditions Outside Control of a Party/Force Majeure

12.12.1 No Party to this Agreement can be held responsible for failure to perform as a direct result of events outside the control of the Party. For purposes of this Agreement, events outside the control of a party or Force Majeure means: acts of public enemies; strikes or lockouts; enforceable governmental or judicial orders; outbreak of war or insurrection, or acts of terrorism; riots; civil disturbances; earthquakes, floods, fires; explosions or other similar catastrophes or events not reasonably within the Party's control.

12.13 Severability

12.13.1 The provisions of this Agreement shall be severable, and if any provision hereof or the application of any such provision under any circumstances is held to be invalid, it shall not affect any other provision of this Agreement or the application of any provision thereof.

12.14 Entire Agreement

12.14.1 This Agreement shall constitute the entire agreement among the Parties on the subject matter hereof and shall supersede all prior oral or written negotiations.

WHEREFORE, this Agreement is duly executed on the last date signed by all Parties.

RAMSEY COUNTY

Rafael Ortega, Chair
Board of County Commissioners

Bonnie Jackelen, Chief Clerk
Board of County Commissioners
Date: _____

Approved as to form:

Assistant County Attorney

Designee for receipt of notice:

Title: _____

Address: _____

CITY OF FALCON HEIGHTS

Authorized Signature

Title

Date: _____

Designee for receipt of notice:

Name: _____

Title: _____

Address: _____

Exhibit 1

Excerpt from the Joint Powers Agreement between Ramsey County and the City of Saint Paul for Consolidated Dispatch Operation re: Policy Committee Membership

4.02 Membership

- a. If the Cities of Maplewood, Saint Paul, and White Bear Lake sign agreements to consolidate their PSAP/Dispatch Centers with the County's PSAP/Dispatch Center, the Committee is to be made up of the following elected officials:
 1. The Ramsey County Sheriff
 2. Four members of the Saint Paul City Council
 3. The Mayor of the City of Saint Paul
 4. The Mayor or one member of the Maplewood City Council
 5. The Mayor or one member of the White Bear Lake City Council
 6. Two elected representatives of the other cities in Ramsey County that do not operate independent PSAP/Dispatch Centers and that sign agreements with Ramsey County to receive dispatching services from the Dispatch Center, to be selected in a manner to be determined by the involved cities.
- b. If either the City of Maplewood or the City of White Bear Lake does not sign an agreement to consolidate its PSAP/Dispatch Center with the County's PSAP/Dispatch Center, the number of Saint Paul City Council members will be reduced by one. If both the City of Maplewood and the City of White Bear Lake do not sign agreement to merge their PSAP/Dispatch Centers with the County's PSAP/Dispatch Center, the number of Saint Paul City Council members will be reduced by two.
- c. If the individual appointed to the Committee leaves the elected office, the public entity's elected officials will be responsible for appointing a replacement representative in a timely fashion.
- d. Committee members shall be appointed by the jurisdiction they represent for such period of time as determined by each jurisdiction.

Exhibit 2

System User Agreement

1. All users of the CAD, Mobile Data and AVL Systems (“System Users”) have the responsibility to use these resources in a secure, efficient, effective, ethical and lawful manner.
2. The following policies, rules and conditions apply to all System Users.
 - 2.1 Each System User WILL:
 - 2.1.1 Use passwords and security devices provided at all times.
 - 2.1.2 Safeguard his/her password or passwords from discovery by others. System Users are responsible for all transactions made using their passwords.
 - 2.1.3 Assist in the duty to maintain the privacy and confidentiality of Protected Data. For the purposes of this Agreement, Protected Data means "not public data", defined under the Minnesota Government Data Practices Act, Section 13.02, Subdivision 8a.
 - 2.1.4 Comply with all software licenses, copyrights and all other state and federal laws governing intellectual property.
 - 2.1.5 Report any weaknesses in computer security, any incidents of possible misuse or violation of this System User Agreement to the proper authorities by contacting _____ (name, phone number and email address).
 - 2.2 Each System User will NOT:
 - 2.2.1 Install or use software programs or hardware devices that attach to the CAD System, the Mobile Data System and the AVL System that are not authorized by the Party that has permitted use by the System User.
 - 2.2.2 Download, install or run programs or utilities that create weaknesses in the security of the CAD System, the Mobile Data System and/or the AVL System.
 - 2.2.3 Attempt to access any data or programs contained on or accessible through the CAD System, the Mobile Data System and the AVL System for which he/she does not have authorization.
 - 2.2.4 Purposely engage in activity with the intent to: degrade the performance of the CAD System, the Mobile Data System and the AVL System; deprive an authorized System User access to a resource; obtain extra resources beyond those allocated; or circumvent security measures.
 - 2.2.5 Knowingly create, transmit, or store destructive programs (e.g., viruses and self-replicating code).
 - 2.2.6 Forward any communications that specifically prohibit dissemination, without permission of the originator.

2.3 Each System User understands that:

2.3.1 The County may monitor any and all aspects of the CAD System, the Mobile Data System and the AVL System to ensure compliance with the terms of this System User Agreement.

2.3.2 There is no expectation of privacy in anything the System User creates, sends or receives on the CAD System, the Mobile Data System and the AVL System.

2.3.3 The software and accounts are provided by the County only to assist System Users in performance of their legitimate job-related duties.

I, _____ of _____
acknowledge, by my signature below, that I have read and understand and agree to
comply with the provisions of this System User Agreement.

_____ Date: _____

Exhibit 3

TriTech Software Support Agreement

Following is an excerpt from the TriTech Software Support Agreement (pages 24-26). The remainder of the TriTech Software Support is incorporated herein and made a part of this Agreement by reference.

Inform CAD, Mobile, Browser, Interface, IQ, and GIS Link Response Matrix

If the Client wants an acknowledgement, a tracking number to validate Priority 3 and 4 issue submissions outside of business hours, such issues need to be entered via the web portal: Support@TriTech.com. When using the web portal, such acknowledgements are sent via automated e-mail within two (2) hours to the individual within the submitted ticket.

Priority	Issue Definition	Response Time
Priority 1 – Critical Priority	<p>24x7 Support for live operations on the production system: A system down event which severely impacts the ability of Users to dispatch emergency units. This is defined as the following:</p> <ul style="list-style-type: none"> • Inform CAD, Inform Mobile, or Interfaces are down as further defined in the Special Note #1 below. • Critical servers inoperative, as listed in Special Note #1. • Complete interruption of call taking and/or dispatch operations • Loss of data & data corruption <p>This means one or more critical server components are non-functional disabling Inform CAD or Inform Mobile workstations. These Software Errors are defined in <i>Special Note #1</i>, below.</p>	<p>Normal Customer Services Hours: Telephone calls to 800. 987.0911 will be immediately answered and managed by the first available representative but not longer than 5 minutes.</p> <p>After Normal Customer Services Hours: Thirty (30) minute callback after client telephone contact to 800. 987.0911.</p> <p>Priority 1 issues must be called in via 800. 987.0911 in order to receive this level of response.</p>
Priority 2 – Urgent Priority	<p>24x7 Support for live operations on the production system: A serious Software Error with no workaround not meeting the criteria of a Critical Priority, but which severely impacts the ability of Users to enter incoming calls for service and/or dispatch emergency units. Such errors will be consistent and reproducible.</p> <p>A significant number of the Inform CAD or Inform Mobile workstations are negatively impacted by this error (e.g., does not apply to a minimal set of Inform CAD or Inform mobile workstations). These Software Errors are defined in more detail in Special Note #2, below.</p>	<p>Normal Customer Services Hours: Telephone calls to 800. 987.0911 will be immediately answered and managed by the first available representative but not longer than 5 minutes.</p> <p>After Normal Customer Services Hours: One (1) hour callback after client telephone contact to 800. 987.0911.</p> <p>Priority 2 issues must be called in via 800. 987.0911 in order to receive this level of response.</p>

Priority	Issue Definition	Response Time
Priority 3 - High Priority	<p>Normal Customer Services Hours Support: A Software Error not meeting the criteria of a Critical or Urgent Priority, has a workaround available, but which does negatively impact the User from entering incoming calls for service and/or dispatching emergency units. Such errors will be consistent and reproducible.</p> <p>A significant number of Inform CAD or Inform Mobile workstations are negatively impacted by this error (e.g., does not apply to a minimal set of workstations).</p>	<p>Normal Customer Services Hours: Telephone calls to 800. 987.0911 by the first available representative but not longer than 5 minutes after the initial phone call.</p> <p>After Normal Customer Services Hours: This priority of issue is not managed after hours.</p>
Priority 4 – Medium Priority	<p>Normal Customer Services Hours Support: A Software Error related to a user function which does not negatively impact the User from entering incoming calls for service and/or dispatch emergency units. This includes system administrator functions.</p>	<p>Normal Customer Services Hours: Telephone calls to 800. 987.0911 will be answered and managed by the first available representative but not longer than 5 minutes after the initial phone call.</p> <p>After Normal Customer Services Hours: This priority of issue is not managed after Hours.</p>
Priority 5 – Low Priority	<p>Normal Customer Services Support: Cosmetic or Documentation errors, including Client technical questions or usability questions.</p>	<p>Normal Customer Services Hours: Telephone calls to 800. 987.0911 will be answered and managed by the first available representative but not longer than 5 minutes after the initial phone call</p> <p>After Normal Customer Services Hours: This priority of issue is not managed after hours.</p>

Priority	Resolution Process	Resolution Time
Priority 1 – Critical Priority	<p>TriTech will provide a procedural or configuration workaround or a code correction that allows the Client to resume live operations on the production system.</p>	<p>TriTech will work continuously (including after hours) to provide the Client with a solution that allows the Client to resume live operations on the production system.</p> <p>TriTech will use commercially reasonable efforts to resolve the issue as soon as possible and not later than 12 hours after notification.</p>
Priority 2 – Urgent Priority	<p>TriTech will provide a procedural or configuration workaround or a code correction that allows the Client to resume normal operations on the production system.</p>	<p>TriTech will use commercially reasonable efforts to resolve the issue as soon as possible and not later than 36 hours after notification.</p>
Priority 3 - High Priority	<p>TriTech will provide a procedural or configuration workaround that allows the Client to resolve the problem.</p>	<p>TriTech will work to provide the Client with a resolution which may include a workaround or code correction within a timeframe that takes into consideration the impact of the issue on the Client and TriTech’s User base. Priority 3 issues have priority scheduling in a subsequent release.</p>
Priority 4 – Medium Priority	<p>If TriTech determines that a reported Medium Priority error requires a code correction, such issues will be addressed in a subsequent release when applicable.</p>	<p>TriTech will work to provide the Client with a resolution which may include a workaround or code correction in a future release of the software. Priority 4 issues have no guaranteed resolution time.</p>

Priority	Resolution Process	Resolution Time
Priority 5 – Low Priority	Low Priority issues are logged by TriTech and addressed at the company's discretion according to TriTech's roadmap planning process.	There is no guaranteed resolution time for Low Priority issues.

Special Note #1: Priority 1 - Critical Priority issues meeting the previously noted criteria are defined as follows:

- A. Inform CAD:
 - a. The Inform CAD System is down and all workstations will not launch or function.
 - b. The Inform CAD System is inoperable due to data corruption caused by TriTech Software.
 - c. The Inform CAD Reporting and Archiving Server is down and the system is configured to use the Reporting Server for dispatching functions (e. g., Premise History).
 - d. Law enforcement users are unable to send or receive justice queries (this priority applies if the functionality is available through no other available methods).
- B. Inform Mobile:
 - a. The Inform Mobile System is down and all unit mobile devices are unable to log in or function.
 - b. The Inform Mobile System is inoperable due to data corruption caused by TriTech Software.
 - c. Law enforcement users are unable to send or receive justice queries (this priority applies if the functionality is available through no other available methods).
- C. Inform Browser, Inform IQ and GISLink:
 - a. There are no Critical Priority (Priority 1) issues for these products.

Special Note #2: Priority 2 - Urgent Priority issues, meeting the previously noted criteria, are defined as follows:

- A. Inform CAD:
 - a. Inform CAD users are severely impacted due to one of the following conditions:
 - i. Unable to enter new requests for service via the emergency or scheduled call-taking screen (using all available methods).
 - ii. A user is unable to verify an address from within the emergency or scheduled call-taking screen.
 - iii. The inability to view/edit premise or caution note information.
 - iv. The inability to send and receive text messaging (within CAD, CAD to Mobile, or Mobile to Mobile).
 - v. The system does not perform unit recommendations.
 - vi. Inability to assign a unit to an incident (using all available methods).
 - vii. Inability to change a unit's status (using all available methods).
 - viii. Inability to close an incident (using all available methods).
 - ix. Inability to view incident information needed to dispatch an incident (using all available methods).
- B. Inform Mobile:
 - a. Inform Mobile users are severely impacted due to one of the following conditions:
 - i. Inability to receive new requests for service from TriTech CAD (using all available methods).
 - ii. Inability to view incident information needed to dispatch an incident (using all available methods).
 - iii. The inability to send and receive text messaging (within CAD, CAD to Mobile, or Mobile to Mobile).
 - iv. Inability to enter a traffic stop or on-view incident.
 - v. The inability to view premise or caution note information.
- C. Inform CAD/Mobile Interfaces:
 - a. An Inform CAD Station Alerting Interface is down or Inform CAD Station Alerting Interface repeatedly fails to process a station alert, as part of a unit assignment, or if there is a reoccurring significant delay in the interface processing a station alert as part of a unit assignment (once it is diagnosed that is not being caused by the station alerting system).
 - b. An Inform CAD Paging Interface is down.
 - c. An interface used for personnel rostering is down.
 - d. A CAD-to-CAD interface is down or repeatedly fails to process information into an incident.
 - e. An Inform CAD Paging Interface repeatedly fails to process a unit alert as part of a unit assignment.
 - f. An ANI/ALI interface repeatedly fails to process information into an incident.
 - g. An interface to an external rostering system used to logon units is down.

- h. An AVL interface fails to process updates for over 50% of units.
 - i. A mobile interface (MDT or MDC) repeatedly fails to process incident or status change information.
 - j. A Standard CAD to External System Incident Data Transfer Interface License (RMS) is down.
- D. Inform IQ, Browser and GISLink:
- a. There are no Urgent Priority (Priority 2) issues for these products.

Additional Information:

- Disaster Recovery and Training CAD/Mobile Systems do not generally qualify for after Normal Customer Services Hours support. This would change if the Production System has failed over to the Disaster Recovery System or following a test failover, and it is inoperable for more than one (1) business day, TriTech will work to resolve the problem.
 - A. Modifications to installed TriTech CAD/Mobile Licensed Software that operates with State and National Criminal Justice Information Systems (State CJIS/NCIC) systems to accommodate Government Mandated Changes dictated by State and Federal agencies having authority over these programs.

Exhibit 4

Functions Supported by Disaster Recovery and Continuity of Operations Services

The following applications and functions will be maintained by the County in a Disaster Recovery Environment. This list can be amended through the process defined in section 9 “System Modifications Approval Process.”

- TriTech Inform CAD
- TriTech Inform Mobile
- Fire Alerting
- Alphanumeric Paging Module
- RMS interfaces owned by the County



The City That Soars!

REQUEST FOR COUNCIL ACTION

Meeting Date	December 11, 2013
Agenda Item	Consent F12
Attachment	N/A
Submitted By	Kristine Giga, Civil Engineer

Item	Approve Contract with Element Materials Technology to Complete 2014-2018 CIP Soil Borings
Description	To continue developing the City's five year Capital Improvement Plan, City staff requested quotes for soil borings on streets currently identified for improvements in the next five years. The soil borings will provide information on the existing pavement section and underlying soils. The additional information, together with the pavement condition ratings (PCIs), will allow staff to better evaluate street condition and determine the appropriate time to program the streets.
Budget Impact	Two quotes were received from Element Materials Technology (\$5,850) and American Engineering Testing (\$6,650.) The costs for soil borings will be assessable as part of engineering and design costs for the future street improvement projects.
Attachment	N/A
Action(s) Requested	Approve contract with Element Materials Technology to complete 2014-2018 CIP soil borings.



The City That Soars!

REQUEST FOR COUNCIL ACTION

Meeting Date	December 11, 2013
Agenda Item	Consent F13
Attachment	N/A
Submitted By	Bart Fischer, City Administrator

Description	Recognition of 2013 Adopt-A-Crop Participants																														
Background	<p>For the past several years, residents of Falcon Heights and surrounding communities have donated excess home-grown produce to City Hall. The produce is then taken by City staff to Keystone Community Food Shelf in Roseville where it is distributed to families facing economic crisis in Ramsey County. This year's donations included squash, tomatoes, apples, peppers, leeks, herbs, and many others, and were brought in by the following individuals:</p> <table border="1" data-bbox="667 919 1190 1539"> <tr><td>Tom Staffa</td><td>966</td></tr> <tr><td>Lois Braun</td><td>141</td></tr> <tr><td>Hewitt White</td><td>98</td></tr> <tr><td>Roxie Johnson</td><td>62</td></tr> <tr><td>Sue Johnson</td><td>57</td></tr> <tr><td>Jenny Martineau</td><td>37</td></tr> <tr><td>Julie Heyd</td><td>37</td></tr> <tr><td>Joan Gennaro</td><td>11</td></tr> <tr><td>William Simmons</td><td>11</td></tr> <tr><td>FH Parks & Rec</td><td>10</td></tr> <tr><td>Karen Kloser</td><td>10</td></tr> <tr><td>John Pellegrini</td><td>8</td></tr> <tr><td>Janet Jacobson</td><td>5</td></tr> <tr><td>Mary Volk</td><td>5</td></tr> <tr><td>Total Pounds Donated</td><td>1,458</td></tr> </table>	Tom Staffa	966	Lois Braun	141	Hewitt White	98	Roxie Johnson	62	Sue Johnson	57	Jenny Martineau	37	Julie Heyd	37	Joan Gennaro	11	William Simmons	11	FH Parks & Rec	10	Karen Kloser	10	John Pellegrini	8	Janet Jacobson	5	Mary Volk	5	Total Pounds Donated	1,458
Tom Staffa	966																														
Lois Braun	141																														
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Sue Johnson	57																														
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Julie Heyd	37																														
Joan Gennaro	11																														
William Simmons	11																														
FH Parks & Rec	10																														
Karen Kloser	10																														
John Pellegrini	8																														
Janet Jacobson	5																														
Mary Volk	5																														
Total Pounds Donated	1,458																														
Budget Impact	N/A																														
Attachment(s)	N/A																														
Action(s) Requested	No action is required. This is being provided simply as an update to the Council and to provide recognition of the people who generously donated to this cause.																														



The City That Soars!

REQUEST FOR COUNCIL ACTION

Meeting Date	December 11, 2013
Agenda Item	Consent F14
Attachment	Contract for Purchase of Fire Truck
Submitted By	Bart Fischer, City Administrator

Description	Contract for Purchase of a Fire Truck with Pierce Manufacturing
Background	<p>The bids for the ladder fire truck were received through the HGAC Purchasing Consortium the City joined a few weeks back in anticipation of purchasing the truck. The initial cost of the truck came in at \$767,593.00 from Pierce Manufacturing. The Fire Chief has indicated that Pierce is a good company to work with. Also, the City Attorney has dealt with Pierce in other cities he represents and indicates they are a reputable company. The Attorney has worked with Pierce legal counsel on the contract.</p> <p>Pierce has also presented a full prepayment option. If the City were to pre pay for the truck, Pierce would provide a discount of \$29,658 bringing the total of the truck to \$737,935. At a recent Council Workshop, Council directed staff to move forward with this option. This option is included in the agreement.</p> <p>Staff recommends approval of the Contract for Purchase of a Fire Truck with Pierce Manufacturing</p>
Budget Impact	Bonds have been sold to pay for the fire truck and payment of these bonds has been budgeted/accounted for in future budgets.
Attachment(s)	Contract for Purchase of Fire Truck
Action(s) Requested	Approval of the Contract for Purchase of a Fire Truck with Pierce Manufacturing and authorizing the Mayor, City Administrator and appropriate staff to sign the contract and make payment on fire truck 757.

CONTRACT FOR PURCHASE OF FIRE TRUCK

THIS CONTRACT, made and entered into this _____ day of December, 2013, by and between the **CITY OF FALCON HEIGHTS**, a Minnesota municipal corporation ("City"), and **PIERCE MANUFACTURING INC.**, a Wisconsin corporation ("Contractor").

WHEREAS, the City has advertised for bids for purchase of one Pierce Manufacturing Impel FR, Chassis Type, and 100' MDL, body type, Ladder Truck (herein after referred to as "Apparatus") through the HGAC Purchasing Program; and

WHEREAS, the City Council has awarded the Contract for the Apparatus to Contractor.

NOW THEREFORE, in consideration of the mutual undertakings herein, the parties hereto agree as follows:

SECTION 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 out verbatim and in full herein:

- This document, entitled "Contract for Purchase of Fire Truck"
- Contractor's bid and attached specifications and warranties, including Section 6 of the booklet (available at Falcon Heights City Hall) and loose equipment and itemized published and non-published options

In the event of conflict among the provisions of these documents, the order in which they are listed above shall control, with the document listed first having the highest priority. The Contract Documents are fully a part of this Contract as if attached to this Contract or repeated herein.

SECTION 2. ACCEPTANCE OF BID. Contractor shall perform the work as provided in the Contract Documents. Contractor shall be engaged as an independent contractor and not as a City employee.

SECTION 3. CONTRACT TIME/DELIVERY. The Contractor shall deliver the Apparatus to the City's Fire Department in Falcon Heights Minnesota. The Apparatus shall be ready for delivery from Contractor within two hundred seventy (270) calendar days from the date of this Contract. The time for delivery shall be extended for the period of any reasonable delay due exclusively to unforeseeable causes beyond the control, and without the fault of the Contractor, including but not limited to, acts of God, fires, and floods. Labor strikes are deemed foreseeable. Time being of the essence of this Contract, Contractor is liable to City for liquidated damages in the amount of Five Hundred Dollars (\$500.00) per calendar day for each day up to sixty (60) days that Contractor fails to deliver the Apparatus in accordance with the agreed upon delivery date. If the Contractor is more than sixty (60) days late in delivering Apparatus, the City may terminate this Contract and the Contractor will promptly return all payments made by the City.

SECTION 4. SPECIFICATIONS. Contractor agrees that all material and workmanship in and about the Apparatus shall comply with the Contract Documents. In the event of any conflict between the City's Bid Specifications and the Contractor's bid, the City's Bid Specifications shall prevail except where noted in the City's clarifications to specifications, if any.

SECTION 5. PRICE/TERMS OF PAYMENT.

A. **Price.** As a contract price for the Apparatus, the City shall pay the sum of Seven Hundred Thirty-seven Thousand Nine Hundred Thirty-five Dollars (\$737,935.00), which includes itemized published and non-published options. The bid price includes all applicable taxes, if any.

B. **Terms of Payment.** Payment shall be made in full within fifteen (15) days after the contractor has signed this Contract and the City has received the signed contract back from the Contractor.

SECTION 6. RISK OF LOSS. The Contractor shall bear the entire risk of loss caused by

damage or destruction of equipment or property furnished pursuant to the Contract Documents to the time the Apparatus is delivered to the City.

SECTION 7. WARRANTIES. In addition to the warranties required in the specifications the Contractor provides the following warranties. The Contractor is responsible for any and all defects in workmanship and materials and upon notification by the City shall immediately replace or repair the defective workmanship and materials without cost to the City. The Contractor warrants that only new unused materials will be used. The Contractor further warrants to the City that all materials and services furnished under the Contract will be in conformance with Contract Documents and that the goods are of merchantable quality and are fit for the use for which they are sold. These warranties are in addition to any manufacturer's standard warranty, and any warranty provided by law.

SECTION 8. COPYRIGHT. Contractor 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 therefrom.

SECTION 9. PATENTED DEVICES, MATERIALS AND PROCESSES. If the contract requires, or Contractor desires, the use of any design, devise, material or process covered by letters, patent or copyright, trademark or trade name, Contractor shall provide for such use by suitable legal agreement with the patentee or owner and a copy of said agreement shall be filed with the City. If no such agreement is made or filed as noted, Contractor shall indemnify and hold harmless the City from any and all claims for infringement by reason of the use of any such patented designed, device, material or process, or any trademark or trade name or copyright in connection with the services agreed to be performed under the contract, and shall

indemnify and defend the City for any costs, liability, expenses and attorney's fees that result from any such infringement.

SECTION 10. INSPECTION AT DELIVERY. At the point of delivery, the City will have ten (10) days to inspect the Apparatus for compliance with the Contract Documents. As the result of the inspection, the City will:

- A. Accept the Apparatus subject to an inspection report requiring correction and make payment; or
- B. Refuse to make payment until corrections are complete.

Refinements and improvements may be incorporated in the Apparatus quoted above at any time or times prior to delivery, with the written approval of the City, whenever proven advantageous by sound engineering development and thorough testing provided, however, that the refinements and improvements will have no material adverse affect on performance and durability, nor result in an increase in price.

SECTION 11. CANCELLATION. This Contract may be cancelled by City upon payment to Contractor of reasonable cancellation charges. Reasonable cancellation charges shall mean actual costs reasonably incurred up to date of cancellation. Reasonable cancellation charges shall also take into account Contractor's commitments and profit, if the profit can be calculated and proven with reasonable certainty. This section, Section 11, does not apply to a termination under paragraphs 3 and 12 of this Contract.

SECTION 12. PERFORMANCE AND PAYMENT BOND. Within fifteen (15) calendar days after the execution of this Contract and before any work or services are rendered, the Contractor shall furnish a performance bond and payment bond insuring the faithful performance of the Contract and payment of all obligations arising thereunder pursuant to Section 574.26 of the

Minnesota Statutes, and in accordance with the Bid Specifications. If the bonds are not submitted within the time frame, then the Contract shall be considered void and the City may elect to collect the proposal bonds or security as liquidated damages.

SECTION 13. ASSIGNMENT. Neither party may assign, sublet or transfer any interest or obligation in this Contract without the prior written consent of the other party, and then only upon such terms and conditions as both parties may agree to and set forth in writing.

SECTION 14. PROMPT PAYMENT TO SUBCONTRACTORS. Pursuant to Minnesota Statute § 471.25, Subdivision 4a, the Contractor must pay any subcontractor within ten (10) days of the Contractor's receipt of payment from the City for undisputed services provided by the subcontractor. The Contractor must pay interest of one and one-half percent (1½%) per month or any part of a month to subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of One Hundred Dollars (\$100.00) or more is Ten Dollars (\$10.00). For an unpaid balance of less than One Hundred Dollars (\$100.00), the Contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from the Contractor shall be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

SECTION 15. WORKER'S COMPENSATION. The Contractor shall obtain and maintain for the duration of this Contract, statutory Worker's Compensation Insurance and Employer's Liability Insurance as required under the laws of the State of Minnesota.

SECTION 16. COMPREHENSIVE GENERAL LIABILITY. Contractor shall obtain the following minimum insurance coverage and maintain it at all times throughout the life of the Contract, with the City included as an additional name insured. The Contractor shall furnish the City a certificate of insurance satisfactory to the City evidencing the required coverage:

- A. Commercial General Liability Insurance
Products/Completed Operations Aggregate - \$1,000,000.00
Each Occurrence - \$1,000,000.00
- B. Umbrella/Excess Liability Insurance
Aggregate - \$25,000,000.00
Each Occurrence - \$25,000,000.00
- C. Blanket contractual (hold harmless) protection and fire, theft and vandalism insurance for the full value of all materials and equipment furnished by the Contractor.

SECTION 17. PRODUCT LIABILITY INSURANCE. Contractor must submit a Certificate of Insurance listing the manufacturer's product liability insurance coverage. Liability insurance shall be a minimum amount of five million dollars with coverage attained with a minimum of \$1,000,000.00 underlying insurance and \$4,000,000.00 umbrella coverage. Submitted Certificate shall name the apparatus manufacturer, insurance company, policy number, and effective dates of the insurance policy.

SECTION 18. DATA PRACTICES/RECORDS.

A. All data created, collected, received, maintained or disseminated for any purpose in the course of this Contract is governed by the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, any other applicable state statute, or any state rules adopted to implement the act, as well as federal regulations on data privacy.

B. All books, records, documents and accounting procedures and practices of the Contractor and its subcontractors, if any, relative to this Contract are subject to examination by the City.

SECTION 19. U.L.I. CERTIFICATION. Contractor shall furnish City with a Certificates of Testing for the Manufacturer's Preliminary Test and the ULI Certification Tests.

SECTION 20. DELIVERY MANUALS. Upon delivery of the Apparatus, Contractor

shall supply the following copies of delivery manuals on each Apparatus:

1. All warranties required by the Contract Documents.
2. Engine manufacturer's certified brake horsepower curve showing the maximum no load governed speed;
3. Manufacturer's record of pumper construction details, per NFPA;
4. Manufacturer's run-in Certification with preliminary test results;
5. Pump Manufacturer's Certification of Hydrostatic Test;
6. Pump Manufacturer's Certification of Pump Test results;
7. The Certification of Inspection/Test of Fire Department Pumper by Underwriters Laboratories, Inc.;
8. Weight documents from a certified scale showing actual loading on the front axle, rear axle, and overall vehicle (with the water tank full but without personnel, equipment, and hose);
9. At least two copies of the complete operation and maintenance manual covering the completed Apparatus as delivered including the pump, emergency lighting and sirens, portable fire pump, portable or built-in generator, or either furnished accessories;
10. Wiring diagrams of electrical systems, installed by Apparatus manufacturer;
11. A Delivery Manual, consisting of a 3-ring notebook type binder with reference tabs for each section, shall be furnished to include the following item: individual component manufacturer instructions and parts manuals, warranty forms for body, warranty forms for all major components, warranty instructions and format to be used for compliance with warranty objections, routine service forms/publications, and technical publications or training guide for major components.

SECTION 21. MISCELLANEOUS.

- A. The Contractor shall hold harmless and indemnify the City from any and all claims, suits, and proceedings, including reasonable attorney fees and expenses, for infringement of any software licenses, copyrights or patent, or patents, covering the property purchased hereunder.
- B. Each and all of the covenants and agreements herein contained shall extend to and

be binding upon the successors and assigns of the parties hereto; provided however, that the Contractor shall not assign this Contract with any person, firm, or corporation for the performance of the Contractor's obligations hereunder, or any part thereof, without the written approval of the City.

C. This Contract shall be governed by the laws of the State of Minnesota. In the event of litigation the exclusive venue shall be in the District Court of the State of Minnesota for Ramsay County.

D. If either party waives any breach of this Contract by the other, such waiver shall not constitute a waiver of any other or any succeeding breach of this Contract by either party, whether of the same or any other covenant, condition or obligation.

E. This Contract, and the Contract Documents, embody the entire understanding between the parties relating to the subject matter contained herein, and merges all prior discussions and agreements between them. No agent or representative of the Contractor has authority to make any representations, statements, warranties or agreements not herein expressed.

THIS CONTRACT ENTERED INTO AS OF THE DAY AND YEAR FIRST ABOVE WRITTEN.

CITY OF FALCON HEIGHTS

PIERCE MANUFACTURING INC.

BY: _____
Peter Lindstrom, Mayor

BY: _____
Its _____

BY: _____
Bart Fischer, City Administrator/Clerk

EXHIBIT A

PURCHASE DETAIL FORM

Pierce Manufacturing, Inc.
Director of Order Management
2600 American Drive
Appleton WI 54912
Fax (920) 832-3080

Date: 11-14-2013

Customer Name: Falcon Heights Fire Department

Quantity	Chassis Type	Body Type	Price per Unit
1	Impel FR™	100' MDL	\$767,593
			\$
			\$
			\$
			\$

Warranty Period: Standard Pierce Warranties will apply – (In Booklet)

Training Requirements: Training will be provided on the apparatus by North Star Fire Apparatus and scheduled in conjunction with the Falcon Heights Fire Department.

Other Matters: _____

Payment Terms: Full prepayment of the apparatus comes with a discount of \$29,658 when paid 15 days from signed contract arriving at Pierce Manufacturing. With this discount total of apparatus will be \$737,935. If payment is not made within the 15 days the total of \$767,593 will be due at final inspection visit and acceptance by the Falcon Heights Fire Department.

[NOTE: If deferred payment arrangements are required, the Customer must make such financial arrangements through a financial institution acceptable to Pierce.] All taxes, excises and levies that Pierce may be required to pay or collect by reason of any present or future law or by any governmental authority based upon the sale, purchase, delivery, storage, processing, use, consumption, or transportation of the Product sold by Pierce to the Customer shall be for the account of the Customer and shall be added to the Purchase Price. All delivery prices or prices with freight allowance are based upon prevailing freight rates and, in the event of any increase or decrease in such rates, the prices on all unshipped Product will be increased or decreased accordingly. Delinquent payments shall be subject to a carrying charge of 1.5 percent per month or such lesser amount permitted by law. Pierce will not be required to accept payment other than as set forth in this Agreement. However, to avoid a late charge assessment in the event of a dispute caused by a substantial nonconformance with material Specifications (other than freight), the Customer may withhold up to five percent (5%) of the Purchase Price until such time that Pierce substantially remedies the nonconformance with material Specifications, but no longer than sixty (60) days after Delivery. If the disputed amount is the freight charge, the Customer may withhold only the amount of the freight charge until the dispute is settled, but no longer than sixty (60) days after Delivery. Pierce shall have and retain a purchase money security interest in all goods and products now or hereafter sold to the Customer by Pierce or any of its affiliated companies to secure payment of the Purchase Price for all such goods and products. In the event of nonpayment by the Customer of any debt, obligation or liability now or hereafter incurred or owing by the Customer to Pierce, Pierce shall have and may exercise all rights and remedies of a secured party under Article 9 of the Uniform Commercial Code (UCC) as adopted by the state of Wisconsin.

THIS PURCHASE DETAIL FORM IS EXPRESSLY SUBJECT TO THE PURCHASE AGREEMENT TERMS AND CONDITIONS DATED AS OF November 14, 2013 BETWEEN PIERCE MANUFACTURING INC. AND Falcon Heights Fire Department WHICH TERMS AND CONDITIONS ARE HEREBY INCORPORATED IN, AND MADE PART OF, THIS PURCHASE DETAIL FORM AS THOUGH EACH PROVISION WERE SEPARATELY SET FORTH HEREIN, EXCEPT TO THE EXTENT OTHERWISE STATED OR SUPPLEMENTED BY PIERCE MANUFACTURING INC.

HEREIN.

EXHIBIT B

WARRANTY

ALL WARRANTIES ARE LOCATED IN SECTION 6 OF THE BOOKLET

EXHIBIT C

PIERCE PROPOSAL

PROPOSAL ALSO WILL PROVIDE THE FOLLOWING LOOSE EQUIPMENT:

HOLMATRO DPU31 DUAL CORE PUMP
HOLMATRO 4240 SPREADER CORE
CHAIN SET FOR 4240 SPREADER
CHAIN TIPS FOR 4240 SPREADER
HOLMATRO 4055NCT CUTTER CORE
HOLMATRO 4350 LONG TELESCOPIC RAM
HOLMATRO 4331 T RAM
HRS22 RAM SUPPORT
HOLMATRO 32' BLUE CORE HOSE
HOLMATRO 32' ORANGE CORE HOSE
HOLMATRO V STRUT
BULLARD T3 MAX TIC

Itemized Published and Non-Published Options List

Pride Number	Qty	Description	Published Options	Unpublished Options
106	1	Tak-4 Suspension	\$14,437.00	
202	1	Aluminum Rims, Front	\$1,932.00	
203	1	Aluminum Rims, Rear	\$3,629.00	
205	1	Electric Windows	\$1,383.00	
209	1	Camera System, Rear	\$3,758.00	
210	1	Q2B Siren	\$3,474.00	
211	1	Safety System	\$8,522.00	
308	1	Husky 3 Single Agent	\$9,788.00	
313	2	Foam Cell	\$2,642.00	
403	1	19" Extended Bumper	\$2,333.00	
463	1	Arrowstick rear	\$1,507.00	
473	1	LED Compartment Lighting	\$3,282.00	
475	1	12 volt LED Brow Light	\$1,672.00	
597577	1	Arrow to Impel Chassis		-\$11,893.00
592933	1	75' HDL 750# Tip to 100' MDL 250# Tip		\$35,354.00
640436	1	Tandem Rear Axle to Single Rear Axle		-\$12,016.00
HOL 158.152.111	1	Holmatro DPU31 Dual Core Pump		\$8,176.50
HOL 158.012.101	1	Holmatro 4240 Spreader Core		\$6,152.55
HOL 158.582.001	1	Chain Set for 4240 Spreader		\$226.80
HOL 158.582.008	1	Chain Tips for 4240 Spreader		\$544.50
HOL 158.012.099	1	Holmatro 4055NCT Cutter Core		\$5,535.00
HOL 158.032.014	1	Holmatro 4350 Long Telescopic Ram		\$4,275.00
HOL 158.032.011	1	Holmatro 4331 T Ram		\$3,107.70
HOL 158.181.012	1	HRS22 Ram Support		\$280.80
HOL 158.572.128	1	Holmatro 32' Blue Core Hose		\$781.20
HOL 158.572.125	1	Holmatro 32' Orange Core Hose		\$781.20
HOL 150.062.158	1	Holmatro V Strut		\$873.75
BUL T3	1	Bullard T3 Max TIC		\$8,640.00

Base Bid	\$ 654,346.00
Published Options	\$ 58,359.00
Total Published Options	\$ 712,705.00
Unpublished Options	\$50,820.00
Total Options w/o HGAC Fee	\$ 763,525.00



The City That Soars!

REQUEST FOR COUNCIL ACTION

Meeting Date	December 11, 2013
Agenda Item	Consent F15
Attachment	N/A
Submitted By	Roland Olson, Finance Director Reviewed by Shelly Eldridge, Ehlers & Associates

Item	Transfer of Funds from TIF District # 1-2 (412) to Community Development Fund (208)
Description	<p>Ehlers Associates, our financial advisor prepares for the City the annual TIF reports. In TIF district # 1-2, \$48,418 has been identified as non-tax increment funds due to changes in reporting requirements with the State Auditor's Office. The funds are a result of interest revenue earned prior to July 1, 1997, which is defined as non-increment in the TIF law. As this TIF district closes out, we need to transfer out these non-tax increment funds. Staff recommends transferring this non tax increment revenue to the Community Development Fund before the end of the year. Staff also recommends setting up budget line items for this transfer:</p> <p>TIF District # 1-2 (412) Establish budget expenditure line item 412-4412-97000 for \$49,000. Actual expenditure will be \$48,418.</p> <p>Community Development Special Revenue Fund (208) Establish budget revenue line item 208-000-39200 for \$49,000. Actual revenue will be \$48,418.</p>
Budget Impact	Transfer of funds as explained above and setting up of budget line items.
Attachment(s)	N/A
Action(s) Requested	Staff recommends a transfer of funds from the TIF District # 1-2 Fund (412) to the Community Development Special Revenue Fund (208) and setting up budget line items.



The City That Soars!

REQUEST FOR COUNCIL ACTION

Meeting Date	December 11, 2013
Agenda Item	Consent F16
Attachment	Agreement for Fire Service between the City of Falcon Heights and the City of Lauderdale
Submitted By	Bart Fischer, City Administrator

Description	Agreement for Fire Service between the City of Falcon Heights and the City of Lauderdale
Background	<p>The agreement between the City of Falcon Heights and the City of Lauderdale to provide fire services to Lauderdale needs to be amended to include the capital share payment from Lauderdale to Falcon Heights for the replacement of Fire Truck 757 (ladder truck).</p> <p>The City Attorney and staff have reviewed this agreement and feel it is fair to all parties. Staff recommends approval of the agreement.</p>
Budget Impact	All expenditures and costs associated with the Lauderdale Fire Agreement are accounted for in future Fire Department budget forecasts.
Attachment(s)	Agreement for Fire Service between the City of Falcon Heights and the City of Lauderdale
Action(s) Requested	Approval of the Agreement for Fire Service between the City of Falcon Heights and the City of Lauderdale and authorizing the Mayor and City Administrator to sign and execute all documents associated with the agreement.

**AGREEMENT FOR FIRE SERVICE BETWEEN
THE CITY OF FALCON HEIGHTS AND
THE CITY OF LAUDERDALE**

AGREEMENT MADE this _____ day of _____, 2013 by and between the **City of Falcon Heights**, a Minnesota municipal corporation (“Falcon Heights”), and the **City of Lauderdale**, a Minnesota municipal corporation (“Lauderdale”).

WHEREAS, the parties hereto are parties to a previous agreement dated December 14, 2005 relating to the furnishing of fire service by Falcon Heights to Lauderdale; and

WHEREAS, the parties wish to make this Agreement for the continued provision of fire service by Falcon Heights to Lauderdale in accordance with the terms and provisions hereinafter set forth; and

WHEREAS, Falcon Heights is authorized by prior action of the City Council pursuant to Minnesota Statutes § 438.08 to provide fire service outside the limits of Falcon Heights; and

WHEREAS, Minnesota Statutes § 438.09 authorizes municipalities to contract with other municipalities providing fire services as authorized under Minnesota Statutes § 438.08 to contract for compensation for services rendered; and

WHEREAS, Falcon Heights and Lauderdale are adjacent communities and Falcon Heights has the means and ability to provide fire protection services for Lauderdale, while at the same time providing adequate fire services within the City of Falcon Heights.

NOW, THEREFORE, the parties hereto agree as follows:

1. **SERVICES.** Falcon Heights shall provide the following services to Lauderdale:
 - a. **Fire Services.** Falcon Heights shall furnish fire protection services to all property located within Lauderdale. Falcon Heights shall respond to all fires in Lauderdale with the same level of service and effort as it does in Falcon Heights whenever Falcon Heights is notified of such fire.
 - b. **Routine Fire Inspection Services.** Falcon Heights shall provide routine fire inspection services. The services shall include routine annual inspections of all day care facilities, multi-family residential structures with three or more units, and commercial and industrial structures, and one follow-up inspection per structure.
 - c. **Non-routine Fire Inspection Services.** Falcon Heights shall provide additional fire inspection services necessitated by particular fire code concerns, complaints, or the need for more than one follow-up inspection.

2. **COMPENSATION.** For the services provided herein by Falcon Heights, Lauderdale shall pay Falcon Heights the sum of the following:

- a. A readiness-to-serve factor equal to a base rate sum computed by multiplying the previous year's fair market value of all property in Lauderdale, times a standard multiplier of .00009723.
 - b. Charges for service will be based upon a charge for each truck according to the call time as outlined in Appendix A. The fee shall be based on the budgeted costs for operating the Fire Department. Falcon Heights shall provide Lauderdale with a preliminary estimated cost by September 1st and a final estimated cost which is no more than three percent (3%) greater than the preliminary cost, by September 30th of each year.
 - c. A fee for fire prevention services based upon the fire inspector's hourly rate and mileage and an estimated number of hours of fire prevention inspection activities and associated work will be calculated for the coming year. Any fire prevention services provided that exceed the number of estimated hours will be charged on an "as needed" basis and be pro-rated using the fire inspector's hourly rate and mileage.
 - d. It shall be the responsibility of Lauderdale to recover or pay for any HAZMAT costs incurred in Lauderdale.
 - e. Lauderdale shall make payment to Falcon Heights based on the rates and charges established by Falcon Heights for each calendar year. Falcon Heights shall bill Lauderdale monthly for services received. The bill shall be submitted within thirty (30) days after the end of the month. Lauderdale shall pay on a monthly basis on or before the 1st day of each month.
 - f. The City of Lauderdale shall pay a capital share for fire truck replacement of Truck 757 commencing in 2014 and continuing through 2023, of \$2,250 per year, as outlined in Appendix B.
3. **EFFECTIVE DATE AND TERM.** This Agreement shall apply to services rendered and shall continue in force until modified or terminated by agreement of the parties or until termination by either party. This Agreement may be severed by either party by notifying the other party's City Administrator with a written notice of termination on or before July 15th of the calendar year of the party's intent to terminate the contract no earlier than midnight, December 31st of that same calendar year or after December 31st of that calendar year as identified in the notification of termination.
4. **LIABILITY.** Falcon Heights shall not be liable to Lauderdale or any other person or party for loss or damage of any kind whatever resulting from any failure to prevent, control or extinguish any fire, or prevent any personal injury, unless such loss or damage or injury is caused by the gross negligence of Falcon Heights. Lauderdale shall indemnify and hold harmless, and defend Falcon Heights, its officials and employees against any and all liability, loss, costs, damages, expenses, claims or actions arising out of or by reason of the failure of the Falcon Heights's Fire Department to attend a fire, or to put out a fire or for

damage to property caused by a fire in Lauderdale, except for claims arising as a result of gross negligence by the Falcon Heights's Fire Department in the execution, performance, or failure to adequately perform the Falcon Heights's obligations pursuant to this Agreement.

5. **INDEMNIFICATION**. Except as provided in Paragraph 4 above, each City shall be liable for its own acts and the results thereof to the extent provided by law and agrees to defend, indemnify and hold harmless each other (including their officials, employees, volunteers and agents), from any liability, claims, causes of action, judgments, damages, losses, costs or expenses, including reasonable attorney's fees, resulting directly or indirectly from any act or omission of the party, anyone directly or indirectly employed by it, and/or anyone for whose acts and/or omissions it may be liable, in the performance or failure to perform its obligations under this Agreement. Each city's liability shall be governed by the provisions of Minnesota Statutes, Chapter 466 and other applicable law. The parties agree that liability under this Agreement is controlled by Minnesota Statutes § 471.59, subd. 1.a. and that the total liability for the parties shall not exceed the limits on governmental liability for a single unit of government as specified in Minnesota Statutes § 466.04, subd. 1(a).
 - a. **Insurance**. Each City warrants that it has a purchased insurance or has a self-insurance program.
 - b. **Duty to Notify**. Each City shall promptly notify the other of any claim, action, cause of action or litigation brought against the party, its employees, officers, agents or subcontractors, which arises out of the services contained in this Agreement and should also notify the other cities whenever any city has a reasonable basis for believing that the city, and/or its employees, officers, agents or subcontractors, and/or the other cities might become the subject of a claim, action, cause of action or litigation arising out of the services contained in the Agreement.
6. **STATE AID**. Pursuant to the authority granted in Minnesota Statutes § 69.011, et. seq. and in particular Minnesota Statutes § 69.021, Subd. 7, Falcon Heights shall, for the purposes of calculating fire state aid, be entitled to include the population and net tax capacity of Lauderdale in the area for which it furnishes fire protection service and two duly executed copies of this contract shall be filed by Falcon Heights with the Minnesota Commissioner of Revenue, who will in turn, forward one copy of the contract to the Ramsey County Auditor.
7. **FIRE INCIDENT INSPECTIONS**. Fire inspections carried out by the Fire Chief or his or her authorized personnel, including the fire inspector, as part of a fire incident shall be considered as part of over-all fire department services covered by this contract and no separate charge shall be made for these inspections.
8. **MONTHLY REPORTS**. Falcon Heights shall provide monthly fire report summaries within thirty (30) days after the end of the month. Falcon Heights shall provide special fire reports upon Lauderdale's request.

9. **COMMUNICATION.** Falcon Heights shall make every reasonable effort to notify Lauderdale of a major fire or related incident in a timely way on the first business day following the incident.

10. **MUTUAL AID.** Falcon Heights shall, in providing the services under this Agreement, utilize the mutual aid assistance available to it pursuant to various mutual aid agreements with other governmental units while serving Lauderdale including the authority to request assistance from a HAZMAT unit when the situation warrants it.

11. **MINNESOTA GOVERNMENT DATA PRACTICES ACT.** All data collected, created, received, maintained, or disseminated, in any form, for any purposes because of this Agreement is governed by the Minnesota Government Data Practices Act (Minnesota Statutes, Chapter 13 and related statutes), as amended, the Minnesota Rules implementing such Act, as amended, as well as Federal Regulations on data privacy. The person responsible for release of all data under this Agreement shall be identified by each party.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

CITY OF FALCON HEIGHTS

CITY OF LAUDERDALE

By: _____
Peter Lindstrom, Mayor

By: _____
Jeffrey E. Dains, Mayor

By: _____
Bart Fischer, City Administrator

By: _____
Heather Butkowski, City Administrator

Date: _____, 2013

Date: _____, 2013

APPENDIX A

Response to fire calls and false alarms

	0-45 Minutes	46-120 Minutes	121-360 Minutes	Over 360 Minutes (Extreme)
Fire Call (per truck)	\$457.68	\$457.68	\$893.83	\$1,420.03
Identified False Alarm (per call)	\$228.85	\$457.68	<i>Not Applicable</i>	<i>Not Applicable</i>

Appendix B
Lauderdale Capital Payment for Truck 757

Year	Payment Amount
2014	\$2,250
2015	\$2,250
2016	\$2,250
2017	\$2,250
2018	\$2,250
2019	\$2,250
2020	\$2,250
2021	\$2,250
2022	\$2,250
2023	\$2,250
Total	\$22,500



The City That Soars!

REQUEST FOR COUNCIL ACTION

Meeting Date	December 11, 2013
Agenda Item	Consent F17
Attachment	N/A
Submitted By	Roland Olson, Finance Director

Item	Budget amendments for year end.
Description	<p>Sometimes, at the end of the year, budget amendments need to be made to improve the financial statements for year end. Staff recommends the following amendments:</p> <p>Recycle Fund (206): The city was able to obtain a bulky waste grant during 2013, which Council approved. Staff recommends establishing a separate bulky waste revenue budget line item for \$40,000 and a separate bulky waste budget expenditure line item for \$40,000. Rev: 206-000-33611 for \$40,000 Exp: 206-4206-82040 for \$40,000</p> <p>Community Development Fund (208). The Hermes site development resulted in additional reimbursable expenses, such as attorney fees. Staff recommends establishing a separate budget revenue line item for \$8,000 and increasing the "Other Professional Services" budget expenditure line item by \$8,000. Rev: 208-000-36500 for \$8,000 Exp: 208-4028-81900 for \$8,000</p> <p>Street Lighting (209). During 2013 LED lights were installed in the City Hall parking lot and outside the perimeter of City Hall, along with repairs on City owned street lights. This resulted in the need to add \$8,000 in budgeted expenditures to the repair and maintenance budget line item. Recommend increasing \$8,000 to budget line item 209-4209-87120.</p> <p>General Capital Fund (401). Additional Windows 7 software was installed for the front office computers and also additional financial accounting software needed to be purchased. Recommend increasing the machinery & equipment budget line item (401-4401-91000) by \$4,000.</p> <p>Public Safety Capital (402). The Fire Department obtained a FEMA grant worth \$176,378 which required City-matched funds. This grant had been previously approved by the City Council. Recommend establishing a budgeted revenue line item for the FEMA grant of \$177,000 (402-000-33620) and a budget line item for the expenditures that included city matching funds totaling \$186,000 (402-4402-91700).</p>

	TIF District # 1-2 Capital Fund. In the process of spending the balance of the fund for storm water and street improvements in 2013, the budget line item (412-4412-92010 2013-storm water and street improvements) needs to be increased by \$100,000.
Budget Impact	Establish and amend budget line item amounts as listed above.
Attachment(s)	N/A
Action(s) Requested	Staff recommends establishing and amending the budget line items as recommended above. These are basic bookkeeping entries to improve the financial statements for end of year.



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REQUEST FOR COUNCIL ACTION

Meeting Date	December 11, 2013
Agenda Item	Consent F18
Attachment	Application
Submitted By	Mayor Peter Lindstrom

Item	City Commission Appointment
Description	I recommend Amino Mohamed be appointed to the Falcon Heights Human Rights Commission.
Budget Impact	N/A
Attachment(s)	Amino Mohamed's application.
Action(s) Requested	Approval of the above appointment.

Your Site has received new information through a form.

Form: City Commission Application

Site URL: www.falconheights.org

Date: 6/3/13

Name: Amino Mohamed

Street Address: _____ City, State, Zip Code: _____ Phone Number: _____

Additional Phone Number: _____

Email: _____

How Long at Above Address?: 8 years

In Which Capacity Would You Like to Serve?: I would like to serve the great community that I live in. I want to work with other members of the human rights commission for the best interest for the residents of Falcon heights.

What is the Reason You Would Like to Serve?: I like to serve because I like helping my community and address their issues so that they can live safely and feel that they are welcome in Falcon heights.

List Prior (Previous) Public Service: No, I don't have any prior public service experience.

Other Relevant Background (Other Comments): I'm a mother of four children. I'm a nursing student and I lived in Mn since 1999.

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The City That Soars!

REQUEST FOR COUNCIL ACTION

Meeting Date	December 11, 2013
Agenda Item	Consent F19
Attachment	Application
Submitted By	Mayor Peter Lindstrom

Item	City Commission Appointment
Description	I recommend Deborah Alexander be appointed to the Falcon Heights Planning Commission.
Budget Impact	N/A
Attachment(s)	Deborah Alexander's application.
Action(s) Requested	Approval of the above appointment.

**CITY OF FALCON HEIGHTS
COMMISSION APPLICATION**

DATE: November 20, 2013

NAME: Deborah Alexander

ADDRESS: _____

PHONE: (H) _____ (W) _____

EMAIL ADDRESS: _____

HOW LONG AT ABOVE ADDRESS? 21 years

IN WHAT CAPACITY DO YOU WISH TO SERVE? Planning Commission

REASON YOU WISH TO SERVE ON ABOVE: Interested in the direction Falcon Heights is taking, looking toward the future.

PRIOR PUBLIC (OR RELATED) SERVICE: I have served on several school board committees and previously as a water monitor for pollution control.

OTHER RELEVANT BACKGROUND (OR COMMENTS): I have a graduate degree in American history and a background in media.



The City That Soars!

REQUEST FOR COUNCIL ACTION

Meeting Date	December 11, 2013
Agenda Item	Consent F20
Attachment	Application
Submitted By	Mayor Peter Lindstrom

Item	City Commission Appointment
Description	I recommend David Murphy be appointed to the Falcon Heights Planning Commission.
Budget Impact	N/A
Attachment(s)	David Murphy's application.
Action(s) Requested	Approval of the above appointment.

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CITY OF FALCON HEIGHTS COMMISSION APPLICATION

DATE: 11.23.13
 NAME: David B Murphy
 ADDRESS: _____
 PHONE: (H) _____ (W) _____
 HOW LONG AT ABOVE ADDRESS? since July, 2012
 IN WHAT CAPACITY DO YOU WISH TO SERVE? Planning Commission

REASON YOU WISH TO SERVE ON ABOVE: _____
I want to make a contribution
and to fulfill a civic responsibility

PRIOR PUBLIC (OR RELATED) SERVICE: _____
supervisor Stillwater Township 1975-8

OTHER RELEVANT BACKGROUND (OR COMMENTS): _____

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The City That Soars!

REQUEST FOR COUNCIL ACTION

Meeting Date	December 11, 2013
Agenda Item	Policy G1
Attachment	Amended Rental License Ordinance-to be included once final draft is received from City Attorney
Submitted By	Michelle Tesser, Assistant to the City Administrator

Item	Approve Amended Rental License Ordinance
Description	<p>At the December workshop, Council discussed revising the Rental License Ordinance to prevent incompliance from landlords/ owners. Staff advised that penalties and enforcement is lacking from the current City Code. Council agreed it was a good decision to tighten the ordinance to prevent incompliances. City Attorney, Roger Knutson is working on the final revisions of the ordinance. The ordinance will be provided once the final draft is received from the City Attorney.</p> <p>These changes to the Rental License Ordinance need to be made before the end of the year so rental license renewals can be sent out for 2014.</p>
Budget Impact	N/A
Attachment(s)	Amended Rental License Ordinance - to be included once final draft is received from City Attorney.
Action(s) Requested	Staff recommends that the Falcon Heights City Council approve the amended Rental License Ordinance.