

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

**AGENDA**  
December 14, 2016 at 7:00 P.M.

A. CALL TO ORDER:

B. ROLL CALL: LINDSTROM \_\_\_ HARRIS \_\_\_ BROWN THUNDER \_\_\_  
FISCHER \_\_\_ GUSTAFSON \_\_\_

STAFF PRESENT: THONGVANH\_\_\_

To review the format of the meeting tonight, we will have three public hearing, 15 items on the consent agenda, council and staff updates and finally the community forum. Residents and non-residents will be allowed to speak once for 3 minutes to items during the public hearing once it has been opened, for community forum section of the agenda, residents and non-residents will be allowed again to speak once for 3 minutes during the public forum. To respect other people's time, I will be timing and once 3 minutes come to close, you will respectfully reminded that you will need to finish your thoughts.

C. PRESENTATIONS:

D. APPROVAL OF MINUTES:

1. November 2, 2016 City Council Workshop Minutes
2. November 9, 2016 City Council Meeting Minutes

E. PUBLIC HEARINGS:

1. 2016 Truth in Taxation and Budget Presentation
2. 2017 PMP Public Hearing and Calling for Improvements
3. Outstanding Invoices for City Services

F. CONSENT AGENDA:

1. General Disbursements through: 12/08/16 \$180,199.71  
Payroll through: 11/30/16 \$37,080.94
2. Approval of City License(s)
3. 2017 Proposed City Fee Schedule
4. Appointment of Prosecuting Attorney
5. Appointment of City Attorney
6. Appointment of City Engineer
7. Appointment of City Auditor
8. Designation of Official Newspaper
9. 2017 Cost of Living Adjustments (COLA)
10. Transfer of Funds & Year End Budget Amendments
11. Bureau of Criminal Apprehension (BCA) Joint Powers Agreement
12. Appointment of Grant Heitman to the Falcon Heights Volunteer Fire Department
13. Purchase Sweeper from the City of Little Canada
14. Charitable Gambling – Falcon Heights Elementary PTA
15. State Aid Project (TH 51) No. 062-630-065 & State Project No. 6216-127

G. POLICY ITEMS:

H. INFORMATION/ANNOUNCEMENTS:

I. COMMUNITY FORUM:

J. ADJOURNMENT:

**Falcon Heights City Council Workshop  
City Hall  
2077 W Larpenteur Ave.  
6:30 P.M.**

**MINUTES  
Wednesday, November 2, 2016**

Call to Order: 6:30 pm

**1) Non-Residential Parking on Garden Ave and Falcon Woods**

A parking request has been made by the majority of the homeowners in this area. There used to be parking near City Hall, but it got posted as no parking except by permit, so that in turn has pushed the parking north.

Dennis Caywood- 2028 Garden Avenue:

He stated that when cars are parked on both sides, it creates a visibility issue on some of the roads. The garbage and recycling pick up seem to have difficulty getting to the carts. In the winter it also creates issues for plowing. The suggestion is to post signs similar to Tatum, No Parking from 8am-5pm, except by permit only.

**2) Budget – Enterprise Funds and Capital Funds**

The capital improvement plan has had a \$20,000 increase to help stabilize funds. This increase includes voting equipment, GIS software, and solar panels. The Council will have to decide if they want to buy the panels at market value within the 20-year lease. There were revisions made to the Fire Department capital fund. Purchasing a new truck will be delayed until 2020, and the bond payments will expire at that time. Taking hoses out of capital fund will be considered in 2018.

The parks/recreation/public facilities fund has been modified. A dump truck will be an added cost in 2018 to replace the current one. A cost that is not included but will be considered in 2017 is buying out the JPA with Little Canada for the sweeper. The cost to the city would be about \$95,000.

Infrastructure money has been set aside for sidewalk maintenance, the Grove project, tree trimming, and tree planting. The contract will be expiring soon with the tree trimming service, so an RFP will be considered.

The fund for sanitary sewer is healthy now, but it is recommended to increase it by 3% due to inflation.

The storm sewer fund should have a slight increase, 6.8%. There will be contributions from non-profits due to drainage from parking lots. The total increase for both of the bills will be \$12 per year per residential home.

**3) Interviews –Falcon Heights Task Force and Tri-City Workgroup**

Adjourned 11:00 pm

Dated this 2<sup>nd</sup> day of November, 2016

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Peter Lindstrom, Mayor

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Sack Thongvanh, City Administrator



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

**MINUTES**  
November 9, 2016 at 7:00 P.M.

- A. CALL TO ORDER: 7:00 pm
- B. ROLL CALL: LINDSTROM X HARRIS X BROWN THUNDER \_\_\_  
FISCHER X GUSTAFSON X
- STAFF PRESENT: THONGVANH X
- C. PRESENTATIONS:
1. Racial Equity and Inclusion Training-Community Engagement Commission  
Melanie Leehy, Chair of the Community Engagement Commission, presented a recommendation from the Commission. The recommendation is for the City Council to establish regular racial equity and inclusion training for Council, staff, and Commissioners. The Commission also recommends that at least one Commissioner is included in the planning process, as well as that it be evaluated and have input from those impacted by disparities.
  2. Xcel Energy – LED Light Conversion  
Edward P. Bieging Jr. of Xcel stated that they have started replacing street lights with LED bulbs in the south metro. They completed roll outs in St. Cloud, and have completely replaced all lights in Wisconsin and North Dakota. They are doing an analysis right now with a pilot project using 3,000 Kelvins instead of 4,000. They are also looking into the standards for decorative street lights. They will be replacing all the clover-head style fixtures. They will not be changing out the poles with the lights. There is no cost associated with this for the city, and in return the city should see a 4-7% decrease in their street light bill. LED street lighting is directional and will not illuminate above the street light. They will not be installing dimmers at this time.
- Phil Shively-1572 Northrop St:  
If the study is done with the 3,000 Kelvins before Falcon Heights’ lights are switched out, maybe the city can be considered for that type of bulb. It was also be great to consider bulbs with a low melanopic content.
- D. APPROVAL OF MINUTES:
1. October 26, 2016 City Council Meeting Minutes Approved
- E. PUBLIC HEARINGS:
- F. CONSENT AGENDA:

1. General Disbursements through: 11/03/16 \$89,949.66  
Payroll through: 10/31/16 \$18,457.06
2. Approval of City License(s)
3. Accepting the Resignation of Mike Archad as Fire Marshal
4. Appointment of Michael Poeschl as Fire Marshal
5. Director of Public Works (Tim Pittman) 10 Year Step Adjustment
6. Director of Finance (Roland Olson) Equity Adjustment
7. Appointment of Falcon Heights Inclusion and Policing Task Force Members-  
The facilitators will be Ken Morris, who has been assisting the city with its diversity training, and Kathy Quick, a professor at the UMN Humphrey School with expertise in this area. There will be additional assistance from outside organizations such as, Mariah Levison from the Minnesota State Office for Collaboration and Dispute Resolution, and Sharon Press, professor and director of Dispute Resolution Institute at Mitchell Hamline Law School.
8. Appointment of Tri-City Workgroup Members

The first meeting of the Task Force will be December 13<sup>th</sup> at 7pm, with the location TBD. The Tri-City will have their first meeting in January, with the date TBD.

Akil Foluke:

He speaks of his experience because he is Black. How is the Council going to contribute to taking steps to move forward? The Task Force could have been made diverse and had people from outside of Falcon Heights on it. Are you going to end the contract with St. Anthony and find a police department that better suits the values of the city?

Mayor Lindstrom:

One thing that has been requested is that the Chief of Police be present for a Council Meeting. He will be attending the next Council Meeting on Wednesday, December 14<sup>th</sup> at 7pm.

Jane McNentch- 1508 Iowa Ave:

What was the process used in selecting the representatives to serve on the Falcon Heights Task Force? Are there criteria that can be made available? It's her understanding that not all applicants were interviewed.

City Administrator Thongvanh:

The Council Members reviewed the applicants and selected their top 11 candidates. Those with multiple selections from Council were appointed. The Council and City Administrator chose eight people to come in for interviews to fill the remaining spots.

Jane McNentch- 1508 Iowa Ave:

She would like to know what the Council's priorities were in the selection.

Mayor Lindstrom:

Each Council Member used their own best judgment in ranking the applicants. His own personal priorities were: diversity in all ways such as race, gender, and thought.

Jane McNentch- 1508 Iowa Ave:

Each Council Member created their own criteria? In a workplace there would be common criteria.

City Administrator Thongvanh:

The criteria were more subjective when considering the makeup of the group.

Council Member Fischer:

Applicants were asked 5 questions on the application. During the interview, applicants were asked the same five questions. The interviews were completed during a Council Workshop and were open to the public. Aside from diversity that's been mentioned, he was also looking for a person who has had a wide variety of experiences.

Council Member Gustafson:

He was seeking to find diversity of thought, age, gender, race, and creed. It wasn't an asked question, but he was looking at different ways of approaching problems. In previous minutes, Council Members had laid out what their priorities were in the selection process when reviewing applicants.

Melissa Harrel Sullew- 1588 Vincent St:

She heard mostly about process when initially talking about the selection, but it would have been helpful to hear more about the values in the decision making. She is curious to know what the sides of the issues are. What does the diversity of opinion refer to?

Council Member Harris:

She was looking for a group that would intellectually study the issues in front of them and make sure the right issues were surfaced. They would look for a way to study those rather than just reacting to them emotionally. With the different perspectives of the Council, she trusts that they have appointed a diverse group in those respects.

Blake Bunhoff- Hamline University:

Were the interviews recorded?

Council Member Fischer:

There are two Council Meetings that are recorded a month, and a Council Workshop that is not recorded but open to the public. Council Workshops are typically a platform to discuss issues prior to voting on them. The interviews were conducted during a workshop.

Melanie Leehy- 1865 Fairview Ave:

She supports the Task Force, and she is looking forward to the hard work that is going to be done by the Task Force. It's also not just limited to what the Task Force has to say.

Roberto Defraidus- 828 Seal St:

He was listening to some of the criteria, and all of the Council is influencing the selection process with their own values. Is there any thought of getting set criteria? Also, what is the ethnic makeup of the task force?

Mayor Lindstrom:

There are two people who identify as African American, and four people of color that submitted their application.

Council Member Fischer:

He was not only looking for diversity of race, but diversity of experiences and life stories.

Roberto Defraidus- 828 Seal St:

Pam had mentioned that the application was complex. Was that intentional?

Council Member Harris:

The questions posed were to get the best information that they could on relevant topics. Of the people that submitted the applications, the answers were very complete and it seems that they were interested in answering those questions.

Roberto Defraidus- 828 Seal St:

Were there questions related to their experience with police conduct?

Council Member Fischer:

One of the questions asked was, "what was your first and last experience with a police officer?"

Mayor Lindstrom:

There are also members of the Task Force that have immediate family that identify as African American.

Council Member Gustafson Moved, Approved 4-0

G: POLICY ITEMS:

H. INFORMATION/ANNOUNCEMENTS:

Council Member Fischer:

He attended an Anti-Bias training put on by AMAZE at St. Anthony with Pam and 16 St. Anthony employees. He thought it was a fantastic experience, but would have liked more time after a few hours.

Council Member Harris:

She attended the training and noticed that there was a wide variety of staff/volunteers, including City Commissioners and Police Officers.

Mayor Lindstrom:

He attended a few weeks earlier as well.

Council Member Gustafson:

He also attended the Anti-Bias training. In October, one of the Falcon Heights youth, along with three other people, were recognized for excellence in a Life-Saving Award that they participated in during the Summer. A Black man was being severely beat, and the four youth pulled the

attackers off and performed CPR. The man's spent lengthy time in the hospital, but his life was saved.

City Administrator Thongvanh:

Fall Fete went well, despite the cold. Also, the November 23 and December 28 Council Meetings will be cancelled. December 14 will be the truth and taxation hearing for the levy, as well as approving the budget and capital funds. Mayor Lindstrom did also mention that Police Chief, Jon Mangseth, will be presenting at the December 14 meeting. If others have questions for him, please send those to him prior to the week prior to the meeting.

I. COMMUNITY FORUM:

Tyrone Tarrell- President of the African Leadership Council and St. Paul Resident:

St. Anthony did the same thing to a Black woman the other night. They pulled a gun out on her for no reason, but she didn't get shot this time. They are never going to change.

Robyn McGee- St. Paul Resident:

A lady was racially profiled, it seems, at a park. On Monday off Larpenteur, a police car followed behind her, and after pulling her over the officer had their gun drawn. Their claim was that there was a warrant out for her arrest. The person they were looking for with the warrant was not her. What has been happening that a police officer would treat someone this way? She would like to hear more about what actions are being taken.

City Administrator Thongvanh:

He would like to follow up and review this case, so he is requesting she contact him with more info so he can do so.

Robyn McGee- St. Paul Resident:

Do you think that there are any procedures that have been put into place to prevent this sort of conduct? What reforms have been developed? What has been done since Philando?

Council Member Fischer:

He had an experience many years ago in a different city being stopped by multiple police officer, with another passenger in the car, with guns drawn as they approached the vehicle. He felt it was very inappropriate. He believes it's a really complex issue, but there should be more tactics on de-escalation. Currently there is more data being collected that hasn't been available in the past.

John Thompson

He came to bring love, hope, rise, and work. He would love for a solution to happen overnight, but he knows that's not going to happen. He hopes that it'll happen soon. His hope would have been that we would've ended the contract with St. Anthony already. He realizes that when we work together, we will rise. This is an issue bigger than Falcon Heights, and he has been to many cities. The biggest shock was that St. Paul Council said they do not make the policy for St. Paul Police. The police make their own policy. Knowing this, we have to change policy.

Melissa Harrel Sullew- 1588 Vincent St:

She finds it alarming that we as a city do not have the authority to intervene and instruct the police. The Council should have some authority over the police department. Let's not have these life-threatening situations in our city. Did the Council learn something from the Anti-Bias training that they can convey?

Melanie Leehy- 1865 Fairview Ave:

There are various workshops that Council members have attended in regards to training. This is another reason as to why the recommendation went forward for regular racial equity and inclusion training. This will make sure that it is not limited to just two hours where it can only brush the surface.

Akil Foluke:

Diversity and inclusion should always be an uncomfortable conversation. If that's not the case, then you're not getting the truth. How do you know you have diversity within the group of appointed people to the Task Force? How do you know you have Black people that are representing other Black people? He doesn't want tension and anger to build up to a point we can't come back from.

Beth Mercer-Taylor- 2231 Folwell Ave:

There is a discussion coming up with the community group, We Can Do Better. It's on implicit bias and social justice and what our role is. It's a panel discussion, and it's happening on Thursday, November 17<sup>th</sup> at 7pm at United Church of Christ Falcon Heights.

Roberto Defraidus- 828 Seal St:

When does the contract come up for renewal?

City Administrator Thongvanh:

We're in the second year of a five-year contract. The Council can decide to opt out by July of 2017 for the year 2018.

Roberto Defraidus- 828 Seal St:

What would constitute as a reason to nullify the contract outside of those timeframes.

Council Member Fischer:

Failure to perform their obligations of the contract.

City Administrator Thongvanh:

After speaking with the City Attorney, based on the contract and the action of one individual, it does not constitute as a breach of contract with the St. Anthony Police Department.

Roberto Defraidus- 828 Seal St:

If this individual is convicted, does it then qualify as a breach?

City Administrator Thongvanh:

According to our City Attorney, that would not qualify as a breach of contract. There are criteria on services provided and not on the action of one police officer. It outlines the services that they

have to provide for the city. Examples are to make sure they enforce city code, state statutes, and provide 24 hour services for the city. There is no moral clause to the contract.

Roberto Defraidus- 828 Seal St:

Maybe adding a moral clause is something to consider when negotiating the contract.

Robyn McGee- St. Paul Resident:

Is the contract available to the public? Is the contract different than other cities it provides for?

City Administrator Thongvanh:

It is not yet available on the Falcon Heights website as he is still working on a FAQ page, but there has been an information request so it is available on the web in general. The contract is identical from St. Anthony for other cities. The way it was drafted was a collaboration from all three cities.

Robyn McGee- St. Paul Resident:

Can the city provide any reason to opt out of the contract in July 2017?

City Administrator Thongvanh:

If the city chooses to opt out of the contract now, it would be considered a breach on the city's part and they would be financially responsible. They can choose to opt out in July 2017 for any reason, but they would still have their police department through the end of the calendar year. The obligations listed in the contract are more quantitative than qualitative. In mid-summer, the estimated cost to the city for ending the contract would have been just short of one million dollars.

Robyn McGee- St. Paul Resident:

What is the estimated timeline for finishing the Task Force?

City Administrator Thongvanh:

The Task Force is looking at a recommendation to the Council by the beginning of May, and in between that timeframe there will be a report to the Council. In regards to what criteria the city can set to cause an effect on the contract, if St. Anthony doesn't go with the Council and Task Force recommendations, the city has the option to end the contract which has a big impact on them. It would be crucial for them to adhere to the recommendations.

J. ADJOURNMENT: 8:51 pm

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Peter Lindstrom, Mayor

Dated this 9<sup>th</sup> day of November, 2016

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Sack Thongvanh, City Administrator

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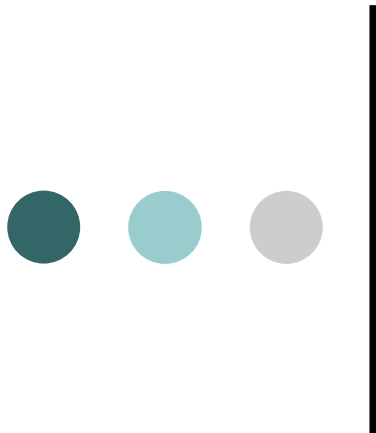
*The City That Soars!*

## REQUEST FOR COUNCIL ACTION

<b>Meeting Date</b>	December 14, 2016
<b>Agenda Item</b>	Public Hearing E1
<b>Attachment</b>	Resolutions(s)
<b>Submitted By</b>	Sack Thongvanh, City Administrator

<b>Item</b>	2016 Truth in Taxation Hearing to Adopt Tax Levy and 2017 Budget																																	
<b>Description</b>	<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 28th, the City Council adopted a preliminary levy and established December 14th 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, are a proposed property tax levy of \$1,278,231 and a General Fund Budget of \$2,022,555. The levy and budget with a comparison to previous years is detailed below:</p> <table border="1" style="width: 100%; border-collapse: collapse; margin: 10px 0;"> <thead> <tr> <th style="width: 25%;"></th> <th style="width: 20%;">2015 Levy</th> <th style="width: 20%;">2016 Levy</th> <th style="width: 20%;">Proposed 2017 Levy</th> <th style="width: 15%;">% Increase (Decrease)/ 2016 to 2017</th> </tr> </thead> <tbody> <tr> <td>Ad Valorem</td> <td style="text-align: right;">\$1,014,116</td> <td style="text-align: right;">\$1,046,183</td> <td style="text-align: right;">\$1,152,646</td> <td style="text-align: right;">10.2%</td> </tr> <tr> <td>Debt Service</td> <td style="text-align: right;">\$69,734</td> <td style="text-align: right;">\$127,264</td> <td style="text-align: right;">\$125,585</td> <td style="text-align: right;">1.3%</td> </tr> <tr> <td><b>Total</b></td> <td style="text-align: right;"><b>\$1,083,850</b></td> <td style="text-align: right;"><b>\$1,173,447</b></td> <td style="text-align: right;"><b>\$1,278,231</b></td> <td style="text-align: right;"><b>8.9%</b></td> </tr> </tbody> </table> <table border="1" style="width: 100%; border-collapse: collapse; margin: 10px 0;"> <thead> <tr> <th style="width: 25%;"></th> <th style="width: 20%;">2015 General Fund Budget</th> <th style="width: 20%;">2016 General Fund Budget</th> <th style="width: 20%;">Proposed 2017 General Fund Budget</th> <th style="width: 15%;">% Increase 2016 to 2017</th> </tr> </thead> <tbody> <tr> <td></td> <td style="text-align: right;">\$1,877,165</td> <td style="text-align: right;">\$1,923,292</td> <td></td> <td style="text-align: right;">5.2%</td> </tr> </tbody> </table> <p>The impact of this proposed levy on a median valued home, which in 2017 is assessed at \$252,600 (8.9% increase over 2016), is estimated to result in an increase of \$26, in the City portion of the homeowner's taxes.</p>					2015 Levy	2016 Levy	Proposed 2017 Levy	% Increase (Decrease)/ 2016 to 2017	Ad Valorem	\$1,014,116	\$1,046,183	\$1,152,646	10.2%	Debt Service	\$69,734	\$127,264	\$125,585	1.3%	<b>Total</b>	<b>\$1,083,850</b>	<b>\$1,173,447</b>	<b>\$1,278,231</b>	<b>8.9%</b>		2015 General Fund Budget	2016 General Fund Budget	Proposed 2017 General Fund Budget	% Increase 2016 to 2017		\$1,877,165	\$1,923,292		5.2%
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	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 budget cover letter which goes into more detail about specific budget line items, factors influencing the proposed budget, and historical information.
<b>Budget Impact</b>	This budget preserves the core functions of the City's current operations.
<b>Attachment(s)</b>	<ul style="list-style-type: none"> <li>· Resolution 16-39 Approving 2017 City Budget</li> <li>· Resolutions 16-40 Approving 2017 Tax Levy</li> </ul> <p>Due to the size and cost of printing the 2017 Budget, the document is available on the City's website: <a href="http://www.falconheights.org/vertical/Sites/%7BA88B3088-FA03-4D5D-9D04-CCC9EF496399%7D/uploads/2017_Falcon_Heights_Budget_Compressed.pdf">http://www.falconheights.org/vertical/Sites/%7BA88B3088-FA03-4D5D-9D04-CCC9EF496399%7D/uploads/2017_Falcon_Heights_Budget_Compressed.pdf</a> and at City Hall.</p>
<b>Action(s) Requested</b>	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 attached resolutions regarding the 2017 Tax Levy and regarding the 2017 City of Falcon Heights Budget.



# 2017 Budget Hearing

Sack Thongvanh, City Administrator  
Roland Olson, Finance Director



# Factors That Affect Taxes

Changes in the tax levy (or spending decision) made by the city, county, school, or special taxing authority

Changes in the market value of your property

Legislative changes

New taxes approved by referendum are applied to market value (not tax capacity)

# Ramsey County Tax Statement

Proposed 2013 13202110006



**Ramsey County**  
Property Records and Revenue

37 First Park Blvd • Saint Paul, MN • Phone 651.266.2000 • Web: www.co.ramsey.mn.us/pr • Email: AskPropertyRecords@co.ramsey.mn.us

**2017 Proposed Property Tax**  
This is NOT a bill – Do Not Pay

**PN/Property Address/Abbreviated Tax Description**  
13202110006 0000  
2917 HOLLOWAY AVE  
REGISTERED LAND SURVEY 108  
SUBJ TO HOLLOWAY AVE TRACT B

**RESIDENT**



Property Classification	For taxes payable in 2012 Tax Paid	For taxes payable in 2013 Tax Paid	
Estimated Market Value	\$149,500	\$142,000	
Green Acres Value	0	0	
Pool Deduction	0	0	
Two Old House Exclusion	0	0	Your Taxable Market Value for property tax is based on 2012 data and is shown in the spring of 2012. The period of 60 days preceding 4/15/12 has passed and changes cannot be reported to RAMS. If your property qualifies, it is available here for your information.
Disabled Veterans Value Exclusion	0	0	
Homestead Market Value Exclusion	23,800	24,800	
<b>Taxable Market Value</b>	<b>\$125,700</b>	<b>\$117,200</b>	
<b>Mailing Address and Phone Numbers</b>	<b>2012 Tax - Actual</b>	<b>2013 Tax - Proposed</b>	<b>Tax and Budget Meetings and Locations</b>
Ramsey County	706.72	706.32	Roseville Area High School District
Anytown Rur. Suburb	54.43	53.13	1240 Co Rd 82 West, Roseville, MN
Public Safety Radio System	5.11	4.79	November 26, 2012 - 8:30 p.m.
County Library	54.55	53.98	
Ramsey County Manager's Office 15 B Hubing Blvd, S-7-250 St Paul, MN 55102 (651) 261-2200			
<b>NORTH ST PAUL</b>	<b>\$13.09</b>	<b>\$10.71</b>	<b>CITY OF NORTH ST PAUL</b> 2400 MARGARET STREET N NORTH ST PAUL, MN 55109 DECEMBER 4, 2012 6:30 PM
<b>CITY OF NORTH ST PAUL</b> 2400 MARGARET ST N NORTH ST PAUL, MN 55109-3020 (651) 747-2400			
<b>State General Tax</b>	<b>0.00</b>	<b>0.00</b>	<b>No Meeting Required</b>
<b>ISO #022</b> 150-122 BUSINESS OFFICE 2629 E 12TH AVE NORTH ST PAUL, MN 55109 (651) 748-2911 a voter approved issue to Other local levies	<b>267.48</b>	<b>275.57</b>	<b>DISTRICT EDUCATION CENTER</b> 2520 E 12TH AVE NORTH ST PAUL, MN 55109 DECEMBER 18, 2012 7:00 PM
<b>Metropolitan Special Taxing District</b> Metropolitan Council 390 Robert B. N St Paul, MN 55101 (651) 622-3440	<b>41.19</b>	<b>39.30</b>	<b>County Chambers</b> 130 Robert Street St Paul, MN December 12, 2012 - 6:00 PM
<b>Other Extraordinary Levies</b>	<b>71.94</b>	<b>72.95</b>	<b>No Meeting Required</b>
<b>Tax Increment</b>	<b>0.00</b>	<b>0.00</b>	<b>No Meeting Required</b>
<b>Payroll Security</b>	<b>0.00</b>	<b>0.00</b>	<b>No Meeting Required</b>
<b>Total Tax excluding special assessments</b>	<b>2,028.96</b>	<b>2,068.80</b>	
<b>Percent of Tax Change</b>		<b>1.9%</b>	

Your local units of government have proposed the amount of property taxes that they will need for 2013. Column (1) above shows your actual 2012 property taxes. Column (2) above shows what your 2013 property taxes will be if your local jurisdictions approve the property tax amounts they are now considering. Any upcoming referendums, legal judgments, natural disasters, voter approved levy limit increases, or special assessments could change these amounts.

Your county commissioners, school board, city council, and metropolitan special taxing districts will soon be holding public meetings to discuss their proposed 2013 budgets and proposed 2013 property taxes. The school board will discuss the 2012 budget. You are invited to attend these meetings to express your opinion. The meeting places and times are listed above. Also shown are the addresses and telephone numbers for these local units of government if you have comments or questions concerning the proposed property tax amounts shown on this notice. No meeting is required if your city has a population of less than 500 people. There is also no public hearing on the state general tax.

**This is NOT a bill – Do Not Pay**  
For additional information about this notice, visit: [www.co.ramsey.mn.us/pr](http://www.co.ramsey.mn.us/pr)  
Please see the back of this notice for more information on available appeals and programs that may reduce your property tax.



# Market Value Exclusion

**In 2011, State eliminated Market Value Homestead Credit (MVHC) and replaced it with Market Value Exclusion.**

**Taxable Market Value is what is used to calculate your taxes.**

**Benefit to properties decreases as values rise**

**Only applies to homesteaded properties**

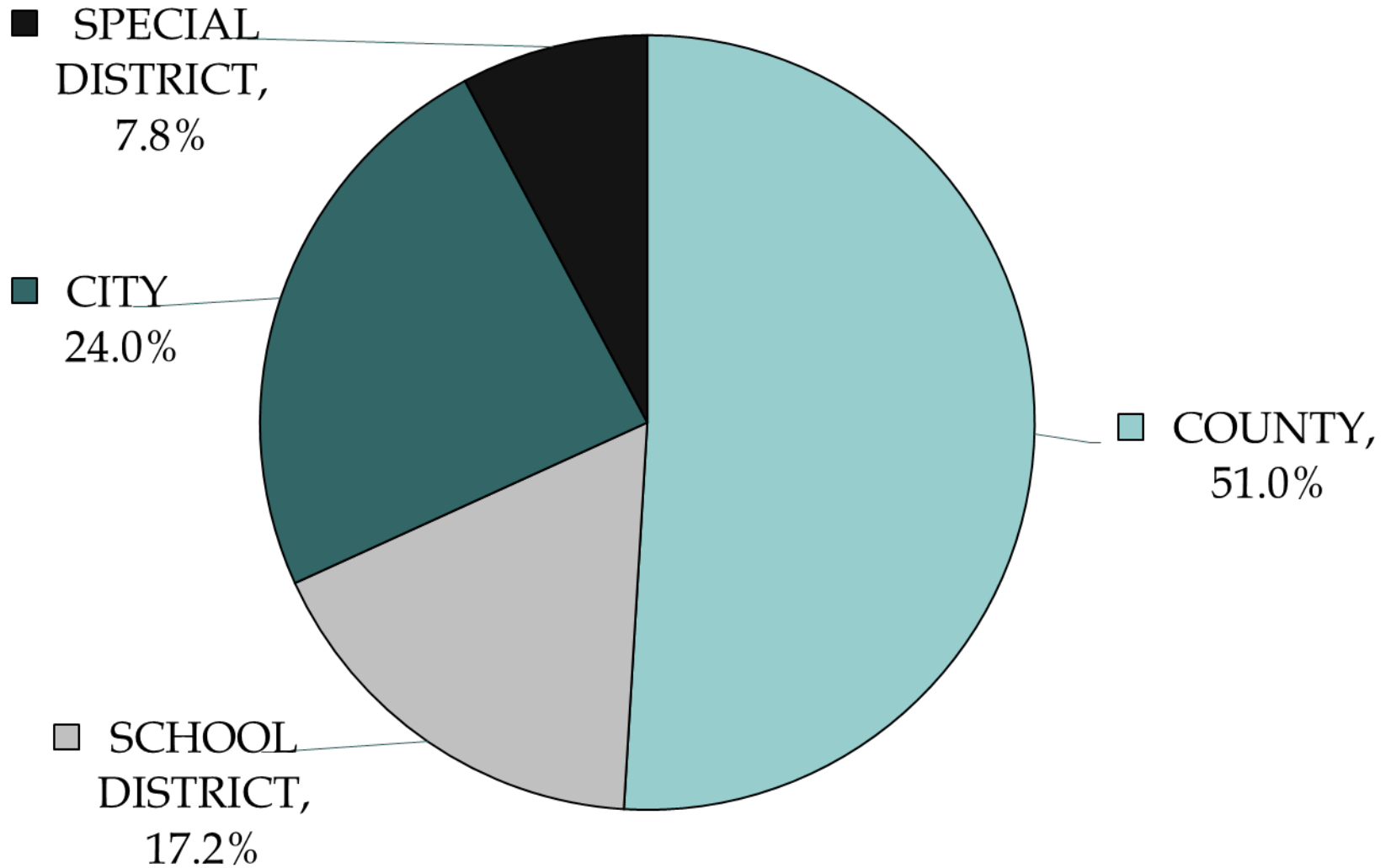


# Ramsey County Median Values

	2016 Median Value	2017 Median Value	% Change
Arden Hills	\$300,300	\$306,350	2.0%
<b>Falcon Heights</b>	<b>\$247,700</b>	<b>\$252,600</b>	<b>2.0%</b>
Gem Lake	\$227,800	\$243,950	7.1%
Lauderdale	\$186,550	\$184,350	-1.2%
Little Canada	\$223,900	\$228,200	1.9%
Maplewood	\$190,800	\$200,900	5.3%
Mounds View	\$174,600	\$184,350	5.6%
New Brighton	\$218,600	\$226,600	3.7%
North St. Paul	\$157,500	\$168,100	6.7%
Roseville	\$216,400	\$226,800	4.8%
St. Paul	\$151,500	\$161,200	6.4%
Shoreview	253,800	\$267,300	5.3%
Vadnais Heights	\$234,300	\$232,900	-0.6%
White Bear Lake	\$184,700	\$194,500	5.3%

True **2017 TAXABLE** market value of median valued home is **\$238,994**. Page 17 of 153

# 2017 Property Tax Allocation



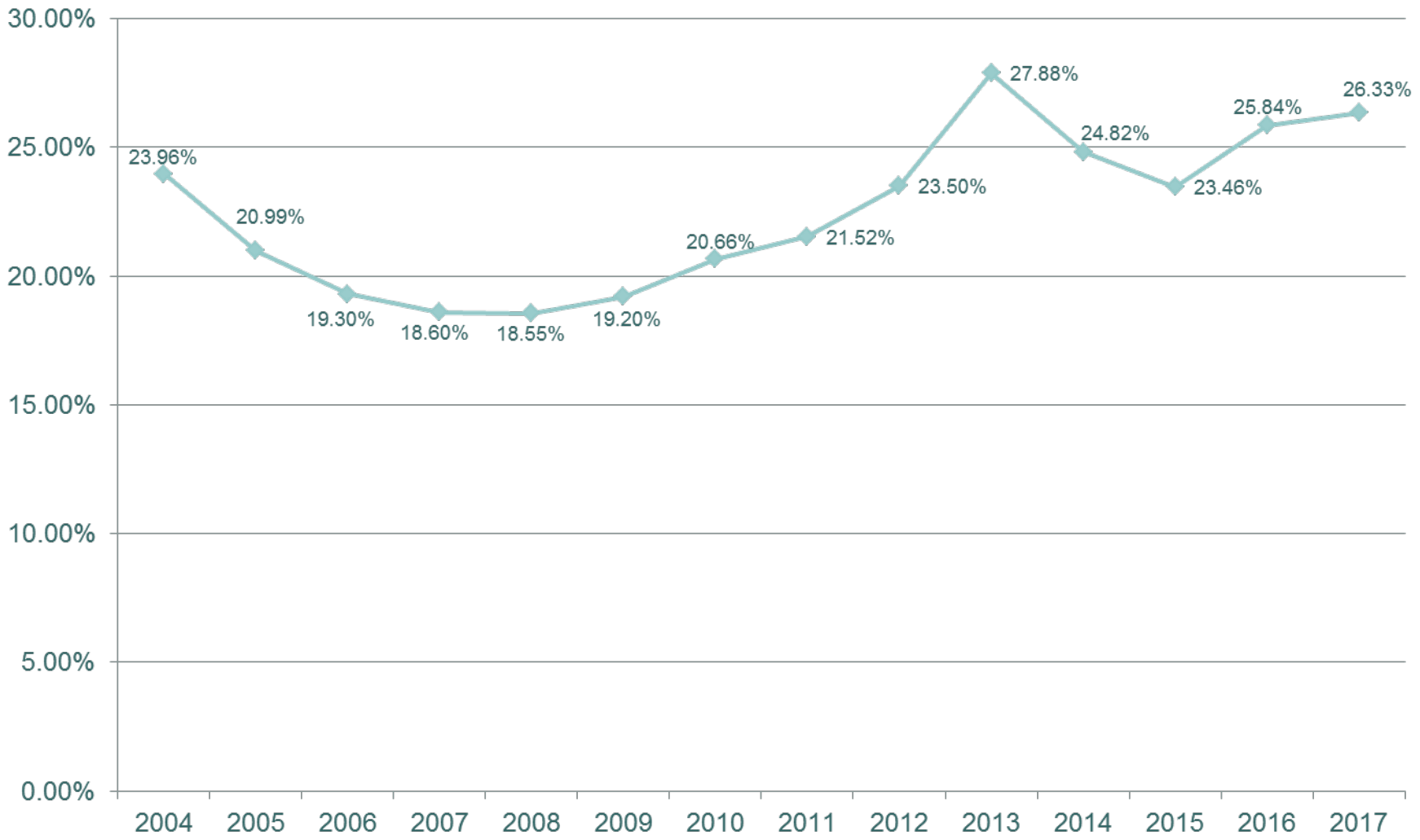




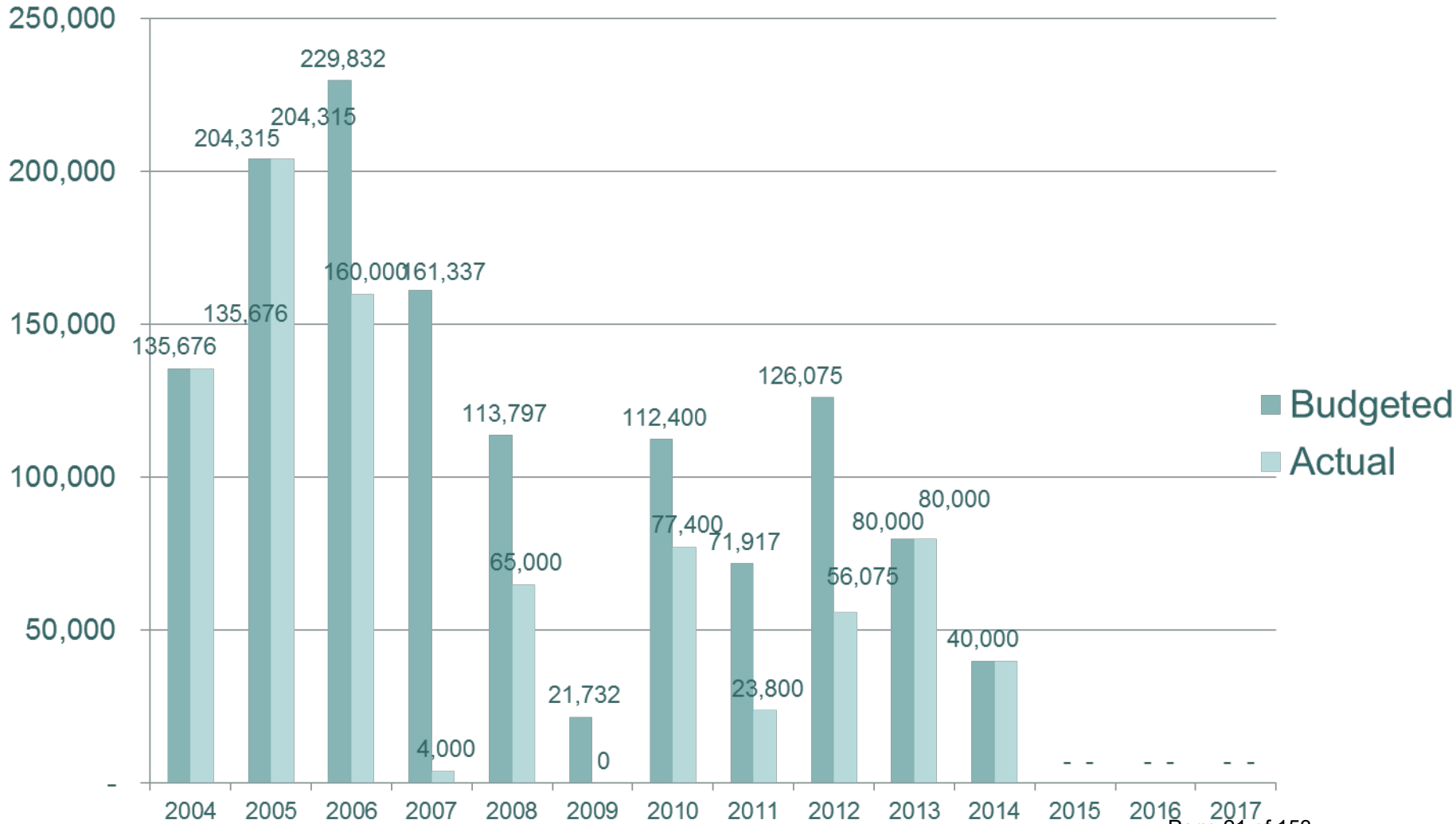
# Ramsey County Tax Rates

City	Final 2016 Rate	Estimated 2017 Rate
<b>Falcon Heights</b>	<b>25.840%</b>	<b>26.334%</b>
Arden Hills	26.382%	26.998%
Little Canada	30.869%	26.099%
Maplewood	46.985%	47.204%
Mounds View	40.097%	38.331%
New Brighton	43.008%	43.891%
North St. Paul	38.669%	42.193%
Roseville	39.211%	38.845%
St. Paul	42.477%	42.775%
Shoreview	34.945%	34.196%
Vadnais Heights	26.796%	27.202%
White Bear Lake	19.684%	18.932%

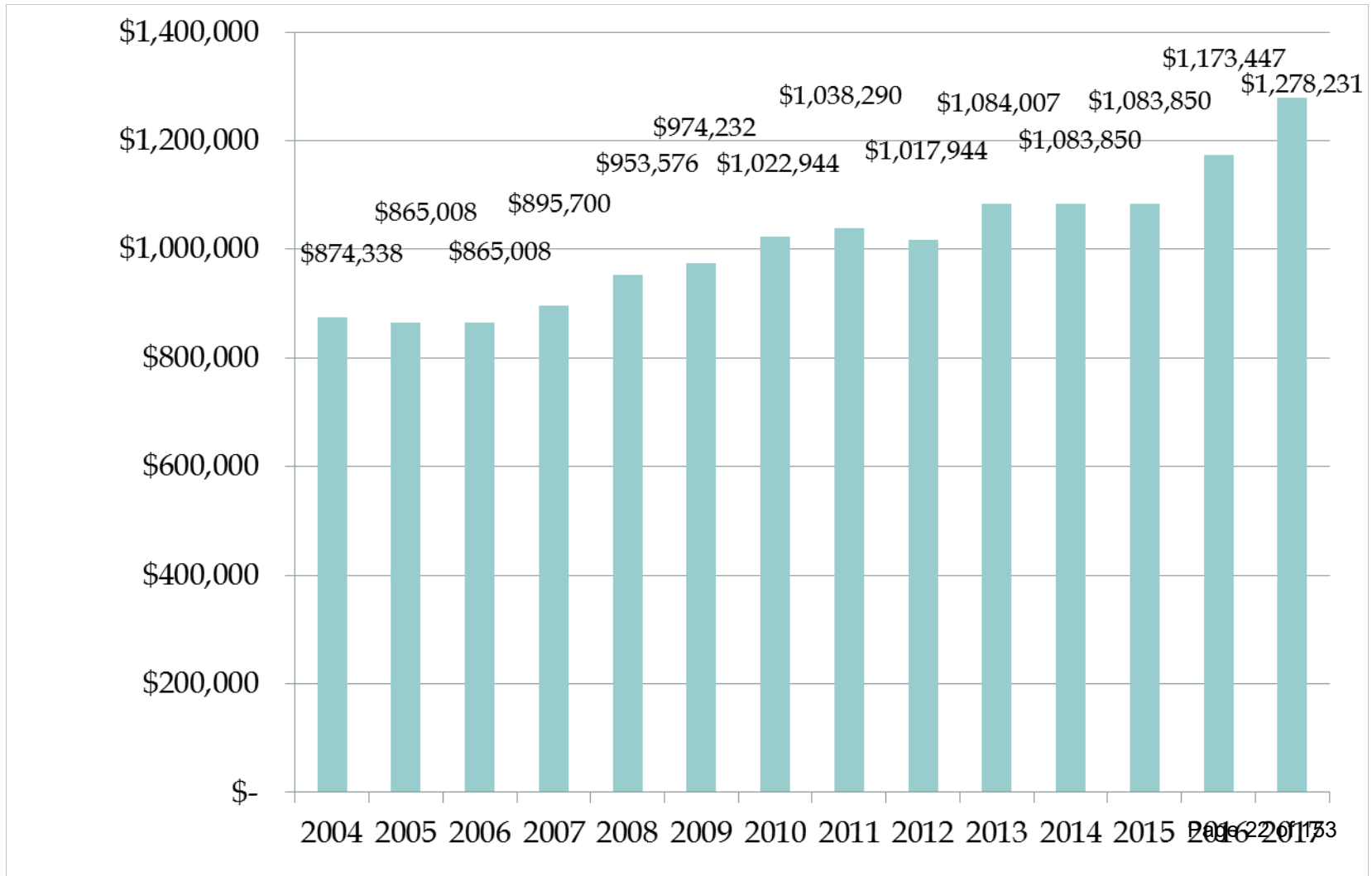
# City Tax Rate History



# History of Transfer of Reserves to General Fund



# History of Property Tax Levy





# History of Property Tax Levy, cont.

Overall levy has increased by \$403,893 since 2004.

No transfers from Reserves to General Fund operations since 2014.

Since 2014, the average city portion tax increase on a median value home is \$22 per year.



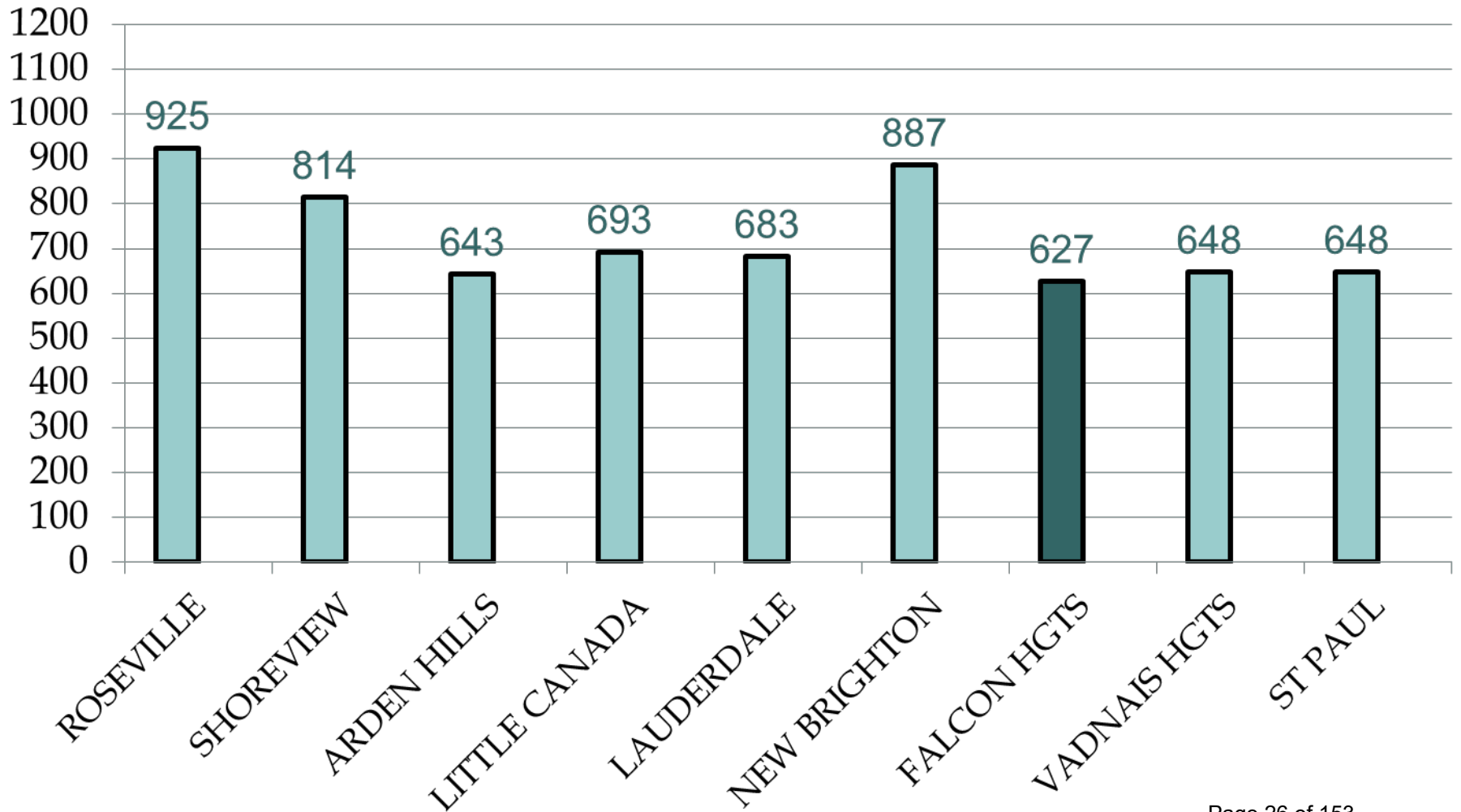
# Property Tax Impacts

	<b>Payable 2017</b>	<b>Payable 2016</b>	<b>Payable 2015</b>	<b>Payable 2014</b>
<b>Median Valued Home</b>	\$252,600	\$247,700	\$251,500	\$224,900
<b>Taxable Median Value after Exclusion</b>	\$238,094	\$232,753	\$236,895	\$207,901
<b>Tax Capacity (1% of value)</b>	2381	2328	2369	2079
<b>City Tax Rate</b>	26.334%	25.840%	23.459%	24.819%
<b>City Taxes</b>	627	601	\$556	\$515
<b>Net Change Prior Year</b>	\$26 Increase	\$45 Increase	\$41 Increase	\$46 Decrease

# Estimated Percentage Change in 2017 Property Tax On Median Value Single Family Properties (as of 10/25/16)

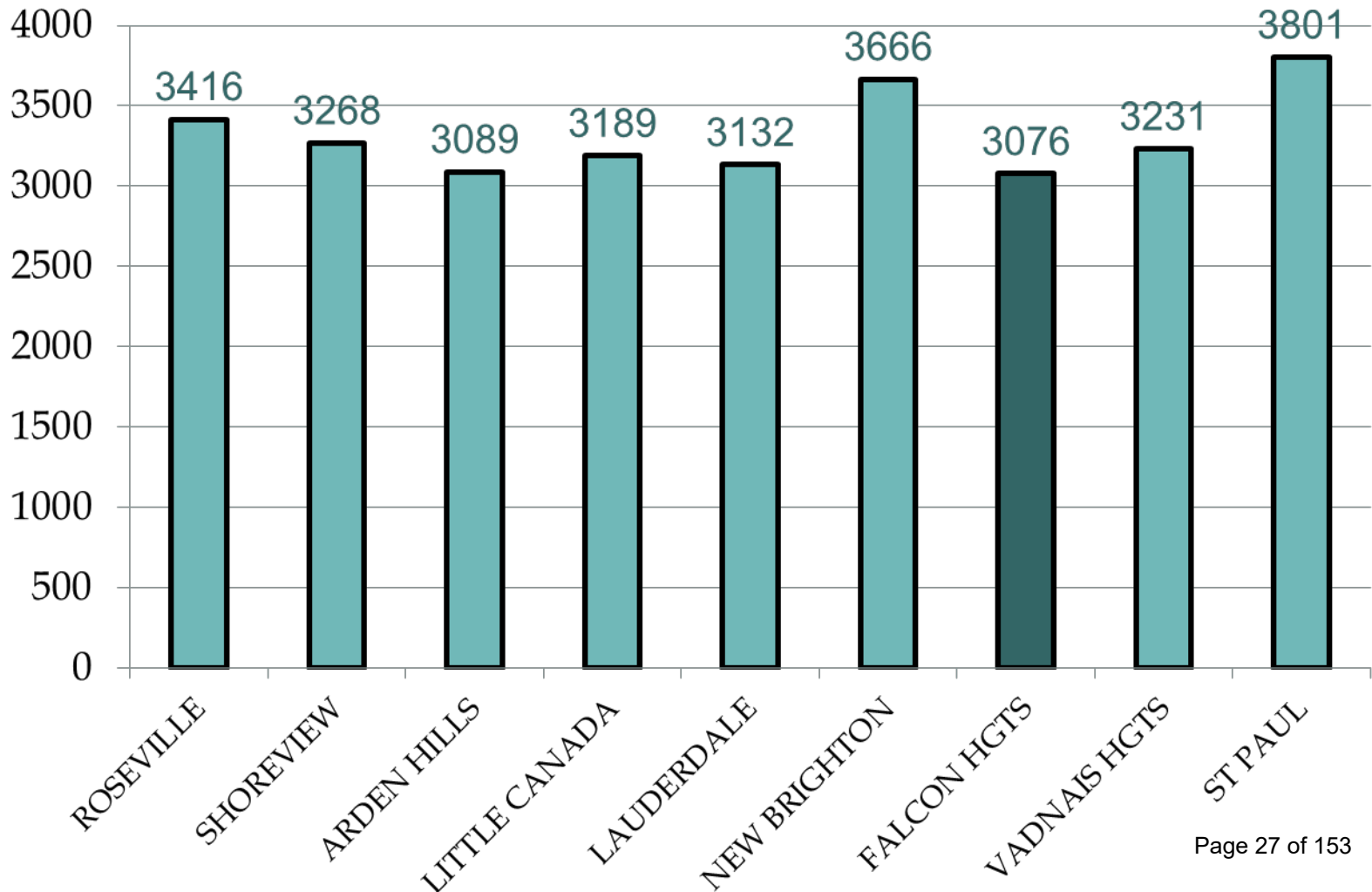
City	School	Payable 2016 City Median Estimated Value	Payable 2017 City Median Estimated Value	% Change in Median Value	Estimated % Change in Tax on Median Valued Home					Estimated Change From 2016 Total Tax
					County	City	School	Other	Total	
Arden Hills	621	\$300,300	\$306,350	2.0%	-2.9%	4.0%	-3.1%	-3.2%	-1.7%	-\$71
	623	"	"	"	-2.9%	4.0%	-7.0%	-3.2%	-2.8%	-113
Falcon Heights	623	247,700	252,600	2.0%	-2.9%	4.2%	-7.0%	-1.2%	-2.7%	-87
Gem Lake	624	227,800	243,950	7.1%	2.9%	69.9%	0.7%	2.7%	15.6%	483
Lauderdale	623	186,550	184,350	-1.2%	-6.4%	-2.7%	-10.1%	-4.7%	-6.7%	-157
Little Canada	623	223,900	228,200	1.9%	-2.9%	-1.9%	-7.0%	-2.3%	-3.9%	-115
	624	"	"	"	-2.9%	-1.9%	-4.6%	-2.3%	-3.2%	-101
Maplewood	622	190,800	200,900	5.3%	1.1%	3.3%	1.5%	1.7%	1.9%	55
	623	"	"	"	1.1%	3.3%	-3.6%	1.7%	0.5%	15
	624	"	"	"	1.1%	3.3%	-1.0%	1.7%	1.1%	33
Mounds View	621	174,600	184,350	5.6%	1.5%	2.3%	0.7%	-3.6%	1.1%	29
New Brighton	282	218,600	226,600	3.7%	-0.9%	7.5%	3.2%	-1.2%	2.5%	84
	621	"	"	"	-0.9%	7.5%	-1.4%	-1.2%	0.9%	28
North Oaks	621	553,200	554,100	0.2%	-4.8%	2.5%	-4.9%	-5.0%	-4.3%	-302
	624	"	"	"	-4.8%	2.5%	-6.6%	-5.0%	-4.9%	-351
North St. Paul	622	157,500	168,100	6.7%	3.2%	16.0%	3.3%	6.6%	6.9%	157
Roseville	621	216,400	226,800	4.8%	0.4%	4.2%	-0.2%	0.0%	1.2%	38
	623	"	"	"	0.4%	4.2%	-4.1%	0.0%	0.1%	4
St. Anthony	282	251,800	263,700	4.7%	0.2%	8.4%	4.3%	2.0%	4.3%	204
St. Paul	625	151,500	161,200	6.4%	2.7%	8.8%	4.3%	3.9%	4.9%	105
Shoreview	621	253,800	267,300	5.3%	0.8%	2.7%	0.3%	0.5%	1.0%	38
	623	"	"	"	0.8%	2.7%	-3.7%	0.5%	-0.1%	-3
Spring Lake Park	621	186,900	192,100	2.8%	-1.8%	-1.0%	-2.3%	-17.6%	-2.7%	-78
Vadnais Heights	621	234,300	232,900	-0.6%	-5.7%	0.7%	-5.8%	-5.9%	-4.5%	-141
	624	"	"	"	-5.7%	0.7%	-7.1%	-5.1%	-5.0%	-161
White Bear Lake	624	184,700	194,500	5.3%	1.2%	2.4%	-0.9%	1.8%	0.6%	14
White Bear Town	624	228,700	235,050	2.8%	-1.9%	9.0%	-3.7%	-1.3%	-0.8%	-24

# 2017 City Taxes on a Median Value Home in Ramsey County





# 2017 Total Property Taxes on a Median Value Home in Ramsey County

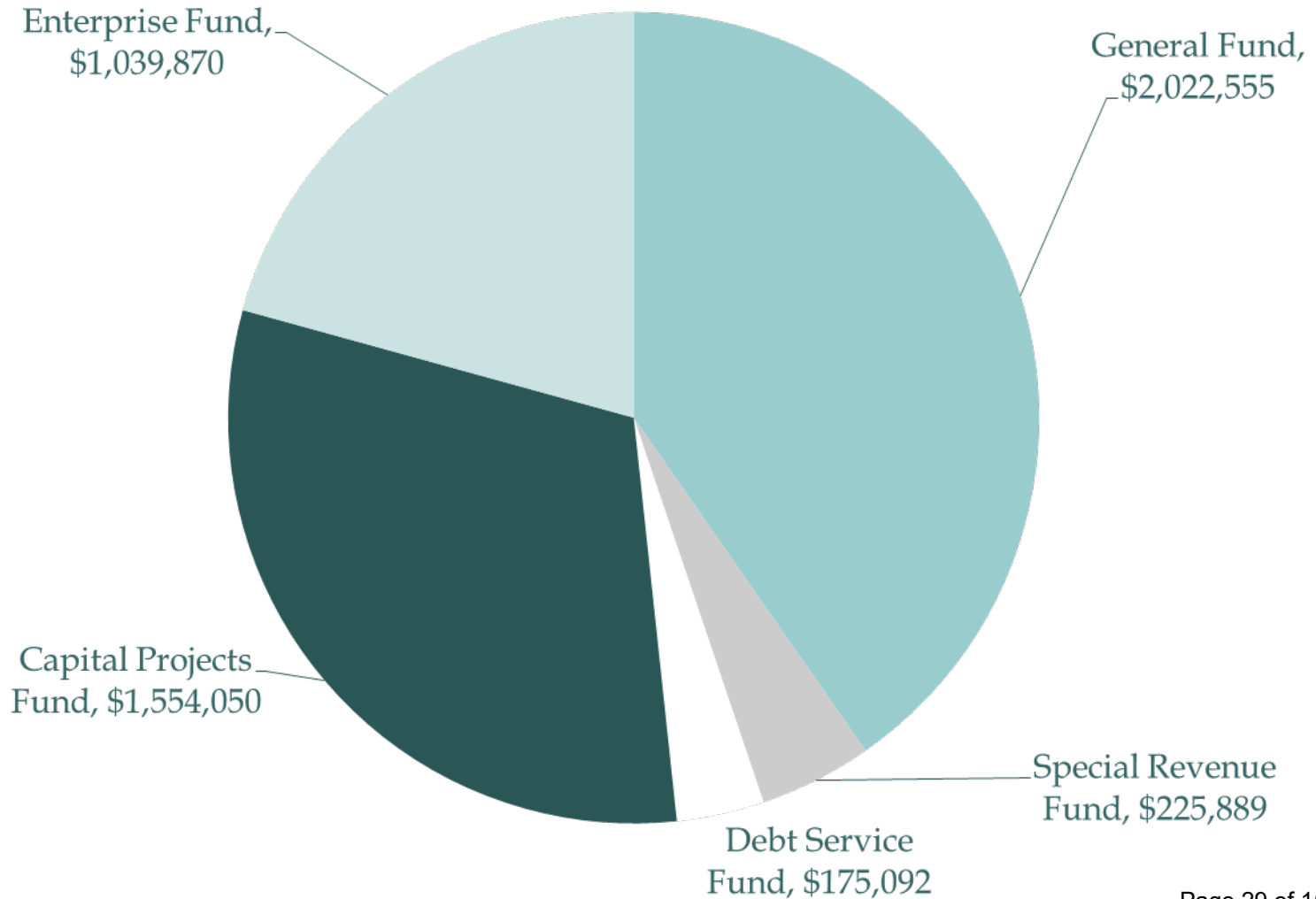




# Stratified Change Property Taxes 2016 to 2017

TOTAL # PARCELS IN FALCON HEIGHTS:		1300		
			% of Total	Cumulative % of total
Decrease or "0"	916		70%	70%
\$1 to \$100	140		11%	81%
\$101 to \$200	73		6%	87%
\$201 to \$300	32		2%	89%
\$301 to \$400	33		3%	92%
\$401 to \$500	13		1%	93%
> \$500	93		7%	100%
<b>Total:</b>	<b>1300</b>		<b>100%</b>	

# 2017 Expenditures



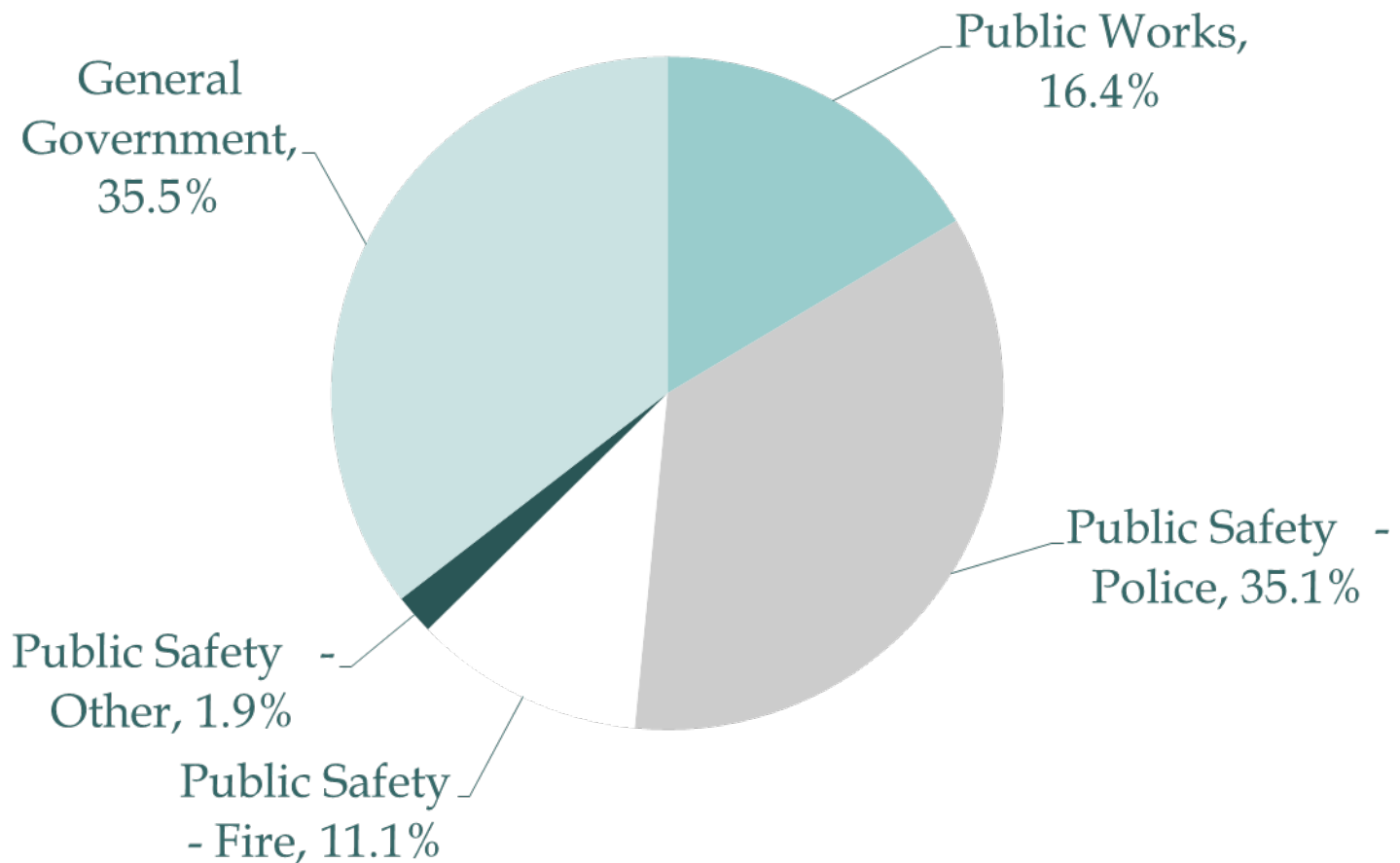


# Cities Receive Sales Tax Exemption

## **Effective 2014**

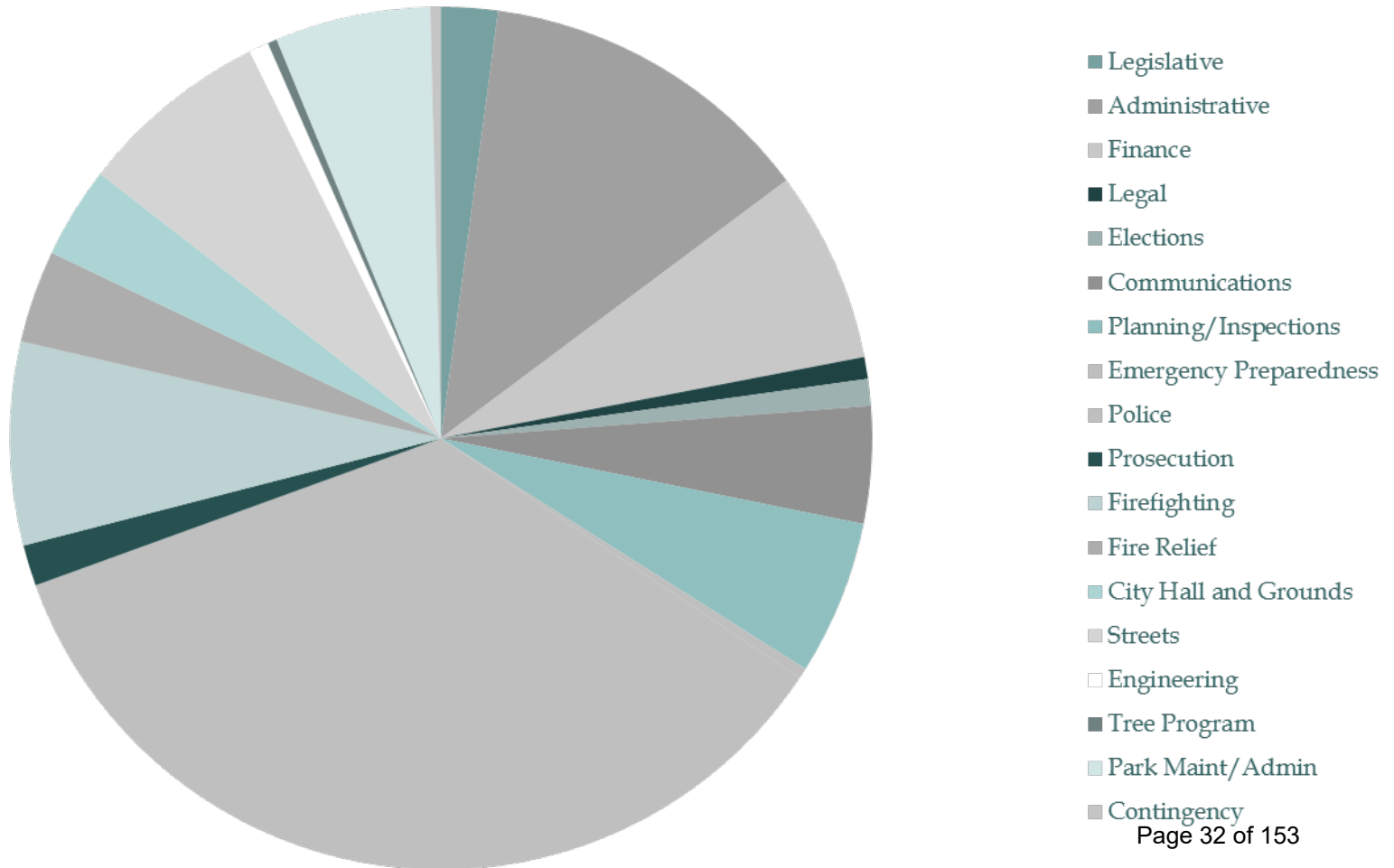
- 2013 MN State Legislature passed State Law changes exempting cities from sales taxes
- General Fund operational expenditure savings are estimated at around \$5,500 yearly

# 2017 Budgeted General Fund Expenditures By Dept.



# 2017 General Fund Expenditures by Department

% of Total Expenditures by Department





# Levy Comparisons

	2014	2015	2016	Proposed 2017	% Change
Ad valorem levy	\$944,570	\$1,014,116	\$1,046,183	\$1,152,646	+ \$106,463 + 10.2%
Debt levy	\$139,280	\$69,734 *	\$127,264	\$125,585	-\$1,680 -1.3%
Total levy	\$1,083,850	\$1,083,850	\$1,173,447	\$1,278,231	+ \$104,784 +8.9%

\* In 2015 a transfer of \$100,000 from reserves to decrease debt levy.



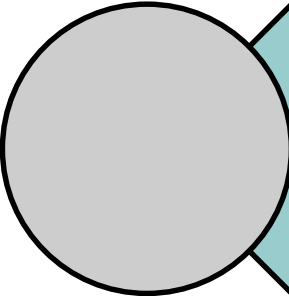
# 2017 Proposed Budget

- Consolidated dispatch fees had an increase of \$1,423.
- Police budget increased by \$19,529.
- 3.3% renewal rate for health insurance through PEIP
- Wage increase by 3%.
- Expect license and permit revenues comparable to 2016 levels.

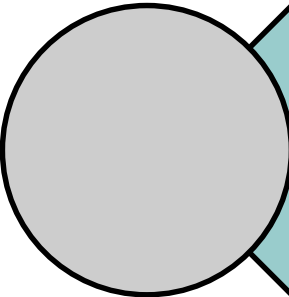




# 2017 Proposed Budget, cont.



There will be no transfer of reserve funds for general operating budget



LGA receipts from State of MN increased \$4,200. Fiscal Disparities increased \$46,779



Overall, general fund expenditures and revenues are \$99,263, or 5.16%, higher than the 2016 operating budget.



# Additional Information

- ⌘ Ramsey County Proposed Budget and Levy Hearing – Held Nov 28th – 6:30 pm – Union Depot Red Cap Room
- ⌘ Roseville School District Proposed Budget and Levy Hearing – Held Dec 16<sup>th</sup> – 6:00 pm - District Service Center - Roseville
- ⌘ State of Minnesota Property Tax Refund Programs
  - | [www.taxes.state.mn.us](http://www.taxes.state.mn.us)
  - | Regular Refund – based on income
  - | Circuit Breaker – if taxes increased over 12% and \$100
  - | Senior Citizen Tax Deferral through City & Ramsey County
  - | Disabled Veteran Market Value Exclusion
- ⌘ To contest your property valuation to be used for 2018 property taxes – watch for notices in the mail during March 2017



# For More Information:

- ⌄ Visit: [www.falconheights.org](http://www.falconheights.org)
- ⌄ Call Sack Thongvanh, City Administrator at (651)792-7600
- ⌄ E-mail: [Sack.Thongvanh@falconheights.org](mailto:Sack.Thongvanh@falconheights.org)

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**CITY OF FALCON HEIGHTS  
COUNCIL RESOLUTION**

December 14, 2016

No. 16-39

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**RESOLUTION ADOPTING THE 2017 BUDGET**

BE IT RESOLVED by the City Council of the City of Falcon Heights that the General Fund Operating Budget for the year 2017 in the amount of \$2,022,555 and other Fund Budgets as listed are adopted.

Park Program Fund (201)	\$50,082
Community Garden (203)	\$1,000
Water Fund (204)	\$12,947
Emerald Ash Borer	\$750
Recycling Fund (206)	\$88,660
Community Development Fund (208)	\$35,850
Street Light Utility (209)	\$36,600
GO Improvement Cert. Series 2013A (311)	\$75,356
GO Equipment Cert. Series 2013B (312)	\$99,736
General Capital Improvements (401)	\$28,550
Public Safety Capital (402)	\$44,250
Parks Recreation/Public Facilities Capital (403)	\$8,250
TIF District #1-3 (414)	\$248,750
Infrastructure Capital (419)	\$1,224,250

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Moved by:

Approved by: \_\_\_\_\_  
Peter Lindstrom  
Mayor

LINDSTROM \_\_\_\_\_ In Favor  
BROWN THUNDER \_\_\_\_\_  
HARRIS \_\_\_\_\_ Against  
GUSTAFSON \_\_\_\_\_  
FISCHER \_\_\_\_\_

Attested by: \_\_\_\_\_  
Sack Thongvanh  
City Administrator

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**CITY OF FALCON HEIGHTS  
COUNCIL RESOLUTION**

December 14, 2016

No. 16-40

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**RESOLUTION ADOPTING THE 2017 TAX LEVY FOR THE CITY OF FALCON  
HEIGHTS, COUNTY OF RAMSEY, STATE OF MINNESOTA**

BE IT RESOLVED by the Mayor and City Council of the City of Falcon Heights, County of Ramsey, State of Minnesota, that the following sums of money be levied for the taxes payable 2017, upon the taxable property in the City of Falcon Heights, for the following purposes:

	<b>CERTIFIED LEVY</b>
<b>GENERAL FUND</b>	<b>\$1,152,646</b>
<b>DEBT SERVICE</b> (G.O. Improvement, Series 2013A)	<b>\$26,228</b>
<b>DEBT SERVICE</b> (G.O. Fire Truck Bond, Series 2013B)	<b>\$99,357</b>
<b>TOTAL LEVY</b>	<b>\$1,278,231</b>

BE IT FURTHER RESOLVED that the City Administrator is hereby directed to transmit a certified copy of this Resolution to the County Auditor and should extend the tax levy in the amount of \$1,278,231 to be collected for the year 2017.

Moved by:

Approved by: \_\_\_\_\_

Peter Lindstrom  
Mayor

LINDSTROM \_\_\_\_\_ In Favor  
BROWN THUNDER \_\_\_\_\_  
HARRIS \_\_\_\_\_ Against  
GUSTAFSON \_\_\_\_\_  
FISCHER \_\_\_\_\_

Attested by: \_\_\_\_\_

Sack Thongvanh  
City Administrator

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*The City That Soars!*

## REQUEST FOR COUNCIL ACTION

<b>Meeting Date</b>	December 14, 2016
<b>Agenda Item</b>	Public Hearing E2
<b>Attachment</b>	Resolution, Amended Feasibility Report
<b>Submitted By</b>	Jesse Freihammer, City Engineer

<b>Item</b>	Public Hearing for the 2017 Pavement Management Project, Order Improvement and Preparation of Plans and Specifications
<b>Description</b>	<p>On October 12, 2016, the City Council received the feasibility report for the 2017 Pavement Management Project (PMP) and ordered the public hearing for December 14, 2016. Prior to opening the hearing, City staff will present general information regarding construction, standards, and assessments that apply for this project.</p> <p>Attached is an amended Feasibility Report which includes updated costs based on revised storm sewer costs. It also includes updates costs that the University of Minnesota has agreed to pay. The proposed assessment amount has remained the same.</p> <p>Following Minnesota Statutes, Chapter 429, notice of the public hearing must be posted twice prior to the meeting; this was done in the Roseville Review on November 22 and November 29, 2016. A notice was also sent to each property proposed to be assessed as a part of this project.</p> <p>Once the hearing is closed, the next step in the process is for the City Council to order the improvements and preparation of plans and specifications.</p> <p>The following is a brief summary of proposed improvements; for more detail, please reference the feasibility report. The following streets have been identified to be considered for improvements in 2017:</p> <ul style="list-style-type: none"> <li>◦ Folwell Ave, from Fulham St to Hoyt Ave</li> <li>◦ Vincent St, from Hoyt Ave to Folwell Ave</li> <li>◦ Northrup Ave, from Hoyt Ave to Folwell Ave</li> <li>◦ Burton St, from Hoyt Ave to Folwell Ave</li> <li>◦ Coffman St, From Hoyt Ave to Larpenteur Ave</li> </ul> <p><u>Street Improvements:</u> The recommended improvements for the streets were based on existing conditions of the pavement. All of the streets are proposed for bituminous reclamation. Bituminous reclamation (or reclaim) involves grinding the existing asphalt surface and underlying aggregate base together, which creates a new uniform roadway base</p>

	<p>material. Some of the reclaimed material is then removed in order to meet the existing curb and gutter grades. The new base will be graded and compacted in preparation for 4-inches of new bituminous pavement.</p> <p>All of the roadways will be repaved to match the existing roadway widths. Existing curb and gutter will remain in place, with the exception of isolated areas that need repairs to replace damaged or sunken curb.</p> <p>All sidewalk curb ramps will be upgraded to meet latest American with Disabilities Act (ADA) standards as part of the project.</p> <p><u>Pathway Improvements:</u> The existing pathway on Roselawn Avenue between Cleveland and Fairview is deteriorated and needs improvement. The recommended improvement is to reclaim the existing pavement, regrade, and repave the pathway in its existing location.</p> <p><u>Parking modifications:</u> NO parking changes are associated with this project.</p> <p><u>Storm Drainage and Storm Water Quality Improvements:</u> In order to address street flooding that has occurred around 2137 Folwell, storm sewer modifications will occur. Additional catch basins will be installed to provide more inlet capacity and the pipe downstream will be upsized from 12 inch RCP to 24" RCP.</p> <p>Other storm drainage system improvements are relatively minor and include maintenance on selected storm sewer manholes and catch basins.</p> <p><u>Sanitary Sewer System Improvements:</u> The sanitary sewer system improvements are relatively minor and include maintenance on selected manholes. The majority of the sanitary sewer was lined previously.</p> <p><u>Water System Improvements:</u> The water system is owned and operated by St. Paul Regional Water Services. They will be replacing any old cast iron watermain with new 8-inch ductile iron watermain as part of the project. New hydrants will also be installed. All costs of the watermain and any additional street or curb work associated with the watermain work will be paid by SPRWS.</p>
<b>Budget Impact</b>	<p>This project has the following financial implications for the city and property owners along the streets being considered for maintenance:</p> <ul style="list-style-type: none"> <li>· Assessments levied in accordance with the City’s assessment policy.</li> <li>· Use of Municipal State Aid (MSA), and street infrastructure funds to pay the</li> </ul>

	<p>City's portion of the project.</p> <ul style="list-style-type: none"> <li>· Expenditure of utility fund dollars to pay for repairs needed to the existing utility system.</li> </ul>
<b>Attachment(s)</b>	<ul style="list-style-type: none"> <li>· Resolution 16-41 Ordering Improvement and Preparation of Plans and Specifications for the 2017 Pavement Management Project</li> </ul>
<b>Action(s) Requested</b>	<p>Hold Public Improvement Hearing, and Adopt Resolution Ordering Improvement and Preparation of Plans and Specifications for the 2017 Pavement Management Project.</p>

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**CITY OF FALCON HEIGHTS  
COUNCIL RESOLUTION**

December 14, 2016

No. 16-41

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**RESOLUTION ORDERING IMPROVEMENT AND PREPARATION OF PLANS AND SPECIFICATIONS FOR THE 2017 PAVEMENT MANAGEMENT PROJECT**

**WHEREAS**, pursuant to resolution of the City Council adopted October 12, 2016, fixed a date for a council hearing on the 2017 Pavement Management Project, the proposed improvement of the following streets:

- Folwell Ave, from Fulham St to Hoyt Ave
- Vincent St, from Hoyt Ave to Folwell Ave
- Northrup Ave, from Hoyt Ave to Folwell Ave
- Burton St, from Hoyt Ave to Folwell Ave
- Coffman St, From Hoyt Ave to Larpenteur Ave

**WHEREAS**, ten days' mailed notice and two weeks' published notice of the hearing was given, and the hearing was held on December 14, 2016, at which all persons desiring to be heard were given an opportunity to be heard thereon.

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

1. Such improvement is necessary, cost-effective, and feasible as detailed in the feasibility report.
  2. Such improvement is hereby ordered as proposed in the City Council resolution adopted December 14, 2016.
  3. The City of Roseville Engineering Department is hereby designated as the engineer for this improvement. The engineer shall prepare plans and specifications for the making of such improvement.
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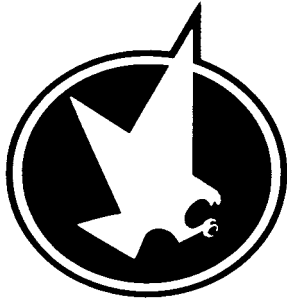
Moved by:

Approved by: \_\_\_\_\_  
Peter Lindstrom  
Mayor

LINDSTROM        \_\_\_\_\_    In Favor  
BROWN THUNDER  
HARRIS            \_\_\_\_\_    Against  
FISCHER  
GUSTAFSON

Attested by: \_\_\_\_\_  
Sack Thongvanh  
City Administrator

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**The City That Soars!**

## REQUEST FOR COUNCIL ACTION

Meeting Date	December 14, 2016
Agenda Item	Public Hearing E3
Attachment	Assessment Roll
Submitted By	Sack Thongvanh, City Administrator

<b>Item</b>	<b>Outstanding Invoices for City Services</b>												
<b>Description</b>	<p>From time to time, the City is required to abate code violations because a property has refused to remedy a code violation. At which time, with proper notice, the City has the authority to abate the code violation. If the invoice is not paid to the City on a timely manner, the City has the right to assess the outstanding invoice to the property and if not paid, the cost of abatement be put on their taxes.</p> <p>This is not the first time that the City has had to put the cost of abatement on a property owner's property taxes. The City has assisted with private tree removals because the tree created a threat to the health and safety of the property owner and the public. In this example, the property owner requested that the cost of the tree removals be put on her taxes.</p> <p>There are two properties to be assessed for 2016, payable in 2017:</p> <table border="1" style="width: 100%; border-collapse: collapse; margin: 10px 0;"> <thead> <tr style="background-color: #d9ead3;"> <th style="width: 30%;">Property Owner(s)</th> <th style="width: 30%;">Property Address</th> <th style="width: 20%;">Parcel ID #</th> <th style="width: 20%;">Assessment Amount</th> </tr> </thead> <tbody> <tr> <td>Karen M. Greiner</td> <td>1354 California Ave W</td> <td>222923210071</td> <td>\$237.76</td> </tr> <tr> <td>Kathryn J. Gutzmann</td> <td>1771 Arona Street</td> <td>152923330064</td> <td>\$2,0000.00</td> </tr> </tbody> </table>	Property Owner(s)	Property Address	Parcel ID #	Assessment Amount	Karen M. Greiner	1354 California Ave W	222923210071	\$237.76	Kathryn J. Gutzmann	1771 Arona Street	152923330064	\$2,0000.00
Property Owner(s)	Property Address	Parcel ID #	Assessment Amount										
Karen M. Greiner	1354 California Ave W	222923210071	\$237.76										
Kathryn J. Gutzmann	1771 Arona Street	152923330064	\$2,0000.00										
<b>Budget Impact</b>	The impact to the budget has been very minimal this year, but there could be a potential affect if we had abated more properties.												
<b>Attachment(s)</b>	<ul style="list-style-type: none"> <li>· Assessment Roll – Exhibit A</li> <li>· Resolution 16-42 Approving the Assessment Roll for Outstanding Invoices for City Services</li> </ul>												
<b>Action(s) Requested</b>	Staff recommends that the Council approves the attached resolution which would authorize staff to certify outstanding invoices for City services to Ramsey County to be put on the property owner's taxes.												

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**CITY OF FALCON HEIGHTS  
COUNCIL RESOLUTION**

December 14, 2016

No. 16-42

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**A RESOLUTION ADOPTING AND CONFIRMING ASSESSMENTS FOR  
OUTSTANDING INVOICES FOR CITY SERVICES**

**WHEREAS**, pursuant to proper notice duly given as required by law, the council has met and heard and passed upon all objections to the proposed assessment for Outstanding Invoices for City Services; and

**WHEREAS**, the City Council has the authority per City Code to apply an assessment for outstanding Invoices for City Services of property clean-up to the benefitting property owner.

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

1. Such proposed assessment, a copy of which is attached hereto as "Exhibit A" and made a part hereof, is hereby accepted and shall constitute the special assessment against the lands named therein, and each tract of land therein included is hereby found to be benefited by the proposed improvement in the amount of the assessment levied against it.
2. Such assessment shall be payable in one year.
3. The owner of any property so assessed may, at any time prior to certification of the assessment to the county auditor, pay the whole of the assessment on such property.
4. The City Administrator shall forthwith transmit a certified duplicate of this assessment to the county auditor to be extended on the property tax lists of the county. Such assessments shall be collected and paid over in the same manner as other municipal taxes.

**ADOPTED** by the Falcon Heights City Council this 14<sup>th</sup> day of December, 2016.

Moved by:

Approved by: \_\_\_\_\_  
Peter Lindstrom  
Mayor

LINDSTROM	_____	In Favor
BROWN THUNDER	_____	
HARRIS	_____	Against
FISCHER		
GUSTAFSON		

Attested by: \_\_\_\_\_  
Sack Thongvanh  
City Administrator

**“Exhibit A”**

<b>Property Owner(s)</b>	<b>Parcel ID #</b>	<b>Address</b>	<b>Amount</b>
Karen M. Greiner	222923210071  Plat: Northhome Legal Description: Lot 3 Block 4	1354 California Ave W, Falcon Heights, MN 55108	\$237.76
Kathryn J. Gutzmann	152923330064  E ½ of Vac Alley Adj And S 5 Ft of Lot 5 and All of Lot 6 Blk 6	1771 Arona Street, Falcon Heights, MN 55113	\$2,000.00



*The City That Soars!*

## REQUEST FOR COUNCIL ACTION

<b>Meeting Date</b>	December 14, 2016
<b>Agenda Item</b>	Consent F1
<b>Attachment</b>	General Disbursements and Payroll
<b>Submitted By</b>	Roland Olson, Finance Director

<b>Item</b>	General Disbursements and Payroll
<b>Description</b>	General Disbursements through: 12/07/16 \$180, 199.71 Payroll through: 11/30/16 \$37,080.94
<b>Budget Impact</b>	The general disbursements and payroll are consistent with the budget.
<b>Attachment(s)</b>	· General Disbursements and Payroll
<b>Action(s) Requested</b>	Staff recommends that the Falcon Heights City Council approve general disbursements and payroll.

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POST DATE	BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	-----ACCOUNT NAME-----		DISTRIBUTION
01-0227		AMERICAN PLANNING ASSOCIATION					
I-266307-16102		APA MEMBERSHIP	85.00				
11/14/2016	APBNK	DUE: 11/14/2016 DISC: 11/14/2016		1099: N			
		APA MEMBERSHIP		101 4117-86110-000	MEMBERSHIPS		85.00
		=== VENDOR TOTALS ===	85.00				
01-00892		BEARCOM					
I-4533713		RADIO REPAIRS	353.60				
11/15/2016	APBNK	DUE: 11/15/2016 DISC: 11/15/2016		1099: N			
		RADIO REPAIRS		101 4124-87092-000	REPAIR RADIOS		353.60
		=== VENDOR TOTALS ===	353.60				
01-03001		CAMPBELL KNOTSON					
I-201611146043		OCTOBER LEGALS	667.00				
11/14/2016	APBNK	DUE: 11/14/2016 DISC: 11/14/2016		1099: Y			
		OCTOBER LEGALS		101 4114-80200-000	LEGAL FEES		667.00
		=== VENDOR TOTALS ===	667.00				
01-03110		CENTURY LINK					
I-201611156049		CELL PHONES	61.62				
11/15/2016	APBNK	DUE: 11/15/2016 DISC: 11/15/2016		1099: N			
		CELL PHONES		101 4141-85011-000	TELEPHONE - LANDLINE		61.62
		=== VENDOR TOTALS ===	61.62				
01-02123		CINTAS CORPORATION #470					
I-470833666		BLACK MAT SVC/'TOILET PAPER/S	262.49				
11/14/2016	APBNK	DUE: 11/14/2016 DISC: 11/14/2016		1099: N			
		BLACK MAT SVC/'TOILET PAPER/SU		101 4131-70110-000	SUPPLIES		133.00
		BLACK MAT SVC/'TOILET PAPER/SU		101 4141-70100-000	SUPPLIES		129.49
		=== VENDOR TOTALS ===	262.49				
01-03527		DELEGARD TOOL COMPANY					
I-137444		2 HOSE NOZZLES	59.14				
11/15/2016	APBNK	DUE: 11/15/2016 DISC: 11/15/2016		1099: N			
		2 HOSE NOZZLES		101 4131-70110-000	SUPPLIES		59.14
		=== VENDOR TOTALS ===	59.14				

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
01-1004	ECOLAB					
I-3711293		SOAP FOR WASHER FOR BUNKER GE	637.66			
11/15/2016	APBNK	DUE: 11/15/2016 DISC: 11/15/2016		1099: N		
		SOAP FOR WASHER FOR BUNKER GEA		101 4124-70100-000	SUPPLIES	637.66
		=== VENDOR TOTALS ===	637.66			
01-04027	EMERGENCY APPARATUS MAINT					
I-89424		755 YEAR END MAINT/SAFETY INS	383.12			
11/15/2016	APBNK	DUE: 11/15/2016 DISC: 11/15/2016		1099: N		
		755 YEAR END MAINT/SAFETY INSP		101 4124-87029-000	REPAIR OTHER EQUIPMENT	383.12
I-89425		757 YEAR END MAINT/AERIAL SVC	2,810.81			
11/15/2016	APBNK	DUE: 11/15/2016 DISC: 11/15/2016		1099: N		
		757 YEAR END MAINT/AERIAL SVC/		101 4124-87029-000	REPAIR OTHER EQUIPMENT	2,810.81
I-89426		752 YR END MAINT/GENERATOR RE	995.19			
11/15/2016	APBNK	DUE: 11/15/2016 DISC: 11/15/2016		1099: N		
		752 YR END MAINT/GENERATOR REP		101 4124-87029-000	REPAIR OTHER EQUIPMENT	995.19
I-89427		753 YR END MAINT/GENERATOR RE	1,336.26			
11/15/2016	APBNK	DUE: 11/15/2016 DISC: 11/15/2016		1099: N		
		753 YR END MAINT/GENERATOR REP		101 4124-87029-000	REPAIR OTHER EQUIPMENT	1,336.26
		=== VENDOR TOTALS ===	5,525.38			
01-05533	FALCON PLUMBING, LLC					
I-900		SHOWER PAN AND PLUMBING	1,055.00			
11/15/2016	APBNK	DUE: 11/15/2016 DISC: 11/15/2016		1099: N		
		SHOWER PAN AND PLUMBING		402 4402-91000-000	MACHINERY & EQUIPMENT	1,055.00
		=== VENDOR TOTALS ===	1,055.00			
01-04570	JOSEPH, KATRINA E.					
I-201611146044		OCTOBER PROSECUTIONS	2,500.00			
11/14/2016	APBNK	DUE: 11/14/2016 DISC: 11/14/2016		1099: Y		
		OCTOBER PROSECUTIONS		101 4123-80200-000	LEGAL FEES	2,500.00
		=== VENDOR TOTALS ===	2,500.00			

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POST DATE	BANK CODE	-----DESCRIPTION-----		DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====							
01-0440		LOFFLER COMPANIES, INC					
I-19660151		NOV COPIER CHARGES		222.08			
11/15/2016	APBNK	DUE: 11/15/2016 DISC: 11/15/2016			1099: N		
		NOV COPIER CHARGES			101 4112-87000-000	REPAIR OFFICE EQUIPMENT	222.08
		=== VENDOR TOTALS ===		222.08			
=====							
01-05198		MACQUEEN EQUIPMENT INC					
I-P02645		BRUSHES FOR STREET SWEEPER		331.16			
11/15/2016	APBNK	DUE: 11/15/2016 DISC: 11/15/2016			1099: N		
		BRUSHES FOR STREET SWEEPER			602 4602-83025-000	SWEEPER PARTS/SUPPLIES	331.16
		=== VENDOR TOTALS ===		331.16			
=====							
01-05582		MENARDS					
I-201611156052		FRAMING LUMBER & DURAROCK		319.80			
11/15/2016	APBNK	DUE: 11/15/2016 DISC: 11/15/2016			1099: N		
		FRAMING LUMBER & DURAROCK			402 4402-91000-000	MACHINERY & EQUIPMENT	319.80
		=== VENDOR TOTALS ===		319.80			
=====							
01-05357		MINNESOTA POLLUTION CONTROL AG					
I-201611156045		WASTEWATER TRAINING		345.00			
11/15/2016	APBNK	DUE: 11/15/2016 DISC: 11/15/2016			1099: N		
		WASTEWATER TRAINING			601 4601-86030-000	CONFERENCES & SCHOOLS	345.00
		=== VENDOR TOTALS ===		345.00			
=====							
01-05743		MN DEPT OF AGRICULTURE					
I-201611146042		2016 TREE CARE REGISTRY		25.00			
11/14/2016	APBNK	DUE: 11/14/2016 DISC: 11/14/2016			1099: N		
		2016 TREE CARE REGISTRY			101 4134-70110-000	SUPPLIES	25.00
		=== VENDOR TOTALS ===		25.00			
=====							
01-05273		MN PUBLIC EMPLOYEES INSURANCE					
I-201611156050		DEC HELATH INS		5,932.18			
11/15/2016	APBNK	DUE: 11/15/2016 DISC: 11/15/2016			1099: N		
		DEC HELATH INS			101 4112-89000-000	MISCELLANEOUS	5,932.18
		=== VENDOR TOTALS ===		5,932.18			

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POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-14800	MN RECREATION & PARK ASSOCIATI					
I-201611156047		2017 MEMBERSHIP	287.00			
11/15/2016	APBNK	DUE: 11/15/2016 DISC: 11/15/2016		1099: N		
		2017 MEMBERSHIP		101 4141-86100-000	CONFERENCES/EDUCATION/AS	287.00
		=== VENDOR TOTALS ===	287.00			
=====						
01-06030	OLSON,ROLAND					
I-201611156046		MILEAGE REIMB THRU OCT	56.05			
11/15/2016	APBNK	DUE: 11/15/2016 DISC: 11/15/2016		1099: N		
		MILEAGE REIMB THRU OCT		101 4113-86010-000	MILEAGE	56.05
		=== VENDOR TOTALS ===	56.05			
=====						
01-06214	RADIO 1033, LLC					
I-1001		AFTER ACTION TNG SYSTEMS	960.00			
11/14/2016	APBNK	DUE: 11/14/2016 DISC: 11/14/2016		1099: N		
		AFTER ACTION TNG SYSTEMS		101 4124-86020-000	TRAINING	960.00
		=== VENDOR TOTALS ===	960.00			
=====						
01-06301	SAMS CLUB MC/SYNCE					
I-201611156051		TRK INSPECTION/EVENT EXPS/FIR	612.36			
11/15/2016	APBNK	DUE: 11/15/2016 DISC: 11/15/2016		1099: N		
		DUMP TRK ANNUAL INSPECTION		101 4132-87000-000	REPAIR EQUIPMENT	145.02
		FALL EVENT CITY EXPS		101 4116-89010-000	SPECIAL EVENTS	275.49
		SHOWER CONSTRUCTION SUPPLIES		402 4402-91000-000	MACHINERY & EQUIPMENT	55.17
		MN FIRE CODE BOOK		101 4117-70100-000	SUPPLIES	136.68
		=== VENDOR TOTALS ===	612.36			
=====						
01-06544	TIM SANDVIK					
I-201611156048		CELL PHONE REIMB/MILEAGE/CONF	84.00			
11/15/2016	APBNK	DUE: 11/15/2016 DISC: 11/15/2016		1099: N		
		CELL PHONE REIMB		101 4131-85015-000	CELL PHONE	40.00
		MILEAGE REIMB		101 4112-86010-000	MILEAGE & PARKING	19.00
		APMP CONFERENCE EXP		101 4141-70100-000	SUPPLIES	25.00
		=== VENDOR TOTALS ===	84.00			
		=== PACKET TOTALS ===	20,381.52			



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BT DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-00083	MICHAEL ARCAND					
I-201611096038		REIMB SUPPLIES: WATER FILTERS	186.12			
11/09/2016	APBNK	DUE: 11/09/2016 DISC: 11/09/2016		1099: N		
		REIMB SUPPLIES: WATER FILTERS		101 4124-70100-000	SUPPLIES	186.12
=== VENDOR TOTALS ===			186.12			
=====						
01-03110	CENTURY LINK					
I-201611096037		LIFT STATION AUTO DIALER	3.37			
11/09/2016	APBNK	DUE: 11/09/2016 DISC: 11/09/2016		1099: N		
		LIFT STATION AUTO DIALER		601 4601-85011-000	TELEPHONE - LANDLINE	3.37
=== VENDOR TOTALS ===			3.37			
=====						
01-06290	CITY OF ROSEVILLE					
I-222105		ENGINEERING SERVICES	6,274.37			
11/09/2016	APBNK	DUE: 11/09/2016 DISC: 11/09/2016		1099: N		
		GENERAL ENGINEERING SERVICES		101 4133-80100-000	ENGINEERING SERVICES	221.15
		ENGINEERING 2017 STREET PROJ		419 4419-92059-000	2017 STREET PROJECT	5,679.47
		SURFACE WATER MGMT PLAN		602 4602-80100-000	ENGINEERING	373.75
=== VENDOR TOTALS ===			6,274.37			
=====						
01-03302	D.R.S.					
I-IN15020		PW RANDOM DRUG TESTING	150.00			
11/09/2016	APBNK	DUE: 11/09/2016 DISC: 11/09/2016		1099: N		
		PW RANDOM DRUG TESTING		101 4132-89000-000	MISCELLANEOUS	150.00
=== VENDOR TOTALS ===			150.00			
=====						
01-00039	DAKOTA ELECTRIC ASSOCIATION					
I-1680700048		NOVEMBER SOLAR ELECTRIC	530.00			
11/09/2016	APBNK	DUE: 11/09/2016 DISC: 11/09/2016		1099: N		
		NOVEMBER SOLAR ELECTRIC		101 4131-85025-000	SOLAR ELECTRIC	530.00
=== VENDOR TOTALS ===			530.00			
=====						
01-05724	DISTRICT 10 COMO COMMUNITY COU					
I-2016007		FOOD FOR CITYWIDE DROP-OFF	363.78			
11/09/2016	APBNK	DUE: 11/09/2016 DISC: 11/09/2016		1099: N		
		FOOD FOR CITYWIDE DROP-OFF		206 4206-89010-000	CLEANUPDAY/EVENTS/ORG CO	363.78
=== VENDOR TOTALS ===			363.78			

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ST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-0084		FIRE EQUIPMENT SPECIALTIES				
I-9453		HOSE	675.00			
11/09/2016	APBNK	DUE: 11/09/2016 DISC: 11/09/2016		1099: N		
		HOSE		402 4402-91000-000	MACHINERY & EQUIPMENT	675.00
=== VENDOR TOTALS ===			675.00			
=====						
01-05235		JAN-PRO CLEANING SYSTEMS				
I-60753		NOV CLEANING SERVICES	205.00			
11/09/2016	APBNK	DUE: 11/09/2016 DISC: 11/09/2016		1099: N		
		NOV CLEANING SERVICES		101 4131-87010-000	CITY HALL MAINTENANCE	205.00
=== VENDOR TOTALS ===			205.00			
=====						
01-05450		LEAGUE MN CITIES INS TRST				
I-200010231		DEDUCTIBLE PAYMENT-CALLAHAN	408.35			
11/09/2016	APBNK	DUE: 11/09/2016 DISC: 11/09/2016		1099: N		
		DEDUCTIBLE PAYMENT-CALLAHAN		101 4192-89000-000	MISCELLANEOUS	408.35
=== VENDOR TOTALS ===			408.35			
=====						
01-07272		LILLIE SUBURBAN NEWSPAPER				
I-201611096039		NOTICE, SAMPLE BALLOTS	166.01			
11/09/2016	APBNK	DUE: 11/09/2016 DISC: 11/09/2016		1099: N		
		NOTICE, SAMPLE BALLOTS		101 4111-70410-000	LEGAL NOTICES	166.01
=== VENDOR TOTALS ===			166.01			
=====						
01-0665		METROPOLITAN COUNCIL				
I-1060816		DECEMBER SANITARY SEWER	40,550.39			
11/09/2016	APBNK	DUE: 11/09/2016 DISC: 11/09/2016		1099: N		
		DECEMBER SANITARY SEWER		601 4601-85060-000	METRO SEWER CHARGES	40,550.39
=== VENDOR TOTALS ===			40,550.39			
=====						
01-05722		NEWTON BONDING				
I-4089		BOND #51-130587	350.00			
11/09/2016	APBNK	DUE: 11/09/2016 DISC: 11/09/2016		1099: N		
		BOND #51-130587		101 4113-88000-000	INSURANCE & BONDS	350.00
=== VENDOR TOTALS ===			350.00			

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BT DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
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01-07263		NEXTEL COMMUNICATIONS, INC				
=====						
I-201611096040		CELL PHONES	57.32			
11/09/2016	APBNK	DUE: 11/09/2016 DISC: 11/09/2016		1099: N		
		CELL PHONES		101 4124-85015-000	CELL PHONE	57.32
		=== VENDOR TOTALS ===	57.32			
=====						
01-06024		ON SITE SANITATION				
=====						
I-342199		COMMUNITY PARK TOILETS	75.00			
11/09/2016	APBNK	DUE: 11/09/2016 DISC: 11/09/2016		1099: N		
		COMMUNITY PARK TOILETS		601 4601-85080-000	PORTABLE TOILET PARKS	75.00
		=== VENDOR TOTALS ===	75.00			
=====						
01-06185		RAMSEY COUNTY				
=====						
I-RISK 1813		NOV DENTAL/DISABILITY/LIFE IN	924.21			
11/09/2016	APBNK	DUE: 11/09/2016 DISC: 11/09/2016		1099: N		
		NOV DENTAL/DISABILITY/LIFE INS		101 4112-89000-000	MISCELLANEOUS	924.21
		=== VENDOR TOTALS ===	924.21			
=====						
01-06546		STAPLES				
=====						
I-8041664833		SUPPLIES: BINDERS, POST ITS	54.44			
11/09/2016	APBNK	DUE: 11/09/2016 DISC: 11/09/2016		1099: N		
		SUPPLIES: BINDERS, POST ITS		101 4112-70100-000	SUPPLIES	54.44
		=== VENDOR TOTALS ===	54.44			
=====						
01-070		XCEL ENERGY				
=====						
I-201611096041		CITY HALL ELECT, STREET LIGHT	2,716.94			
11/09/2016	APBNK	DUE: 11/09/2016 DISC: 11/09/2016		1099: N		
		CITY HALL ELECT		101 4131-85020-000	ELECTRIC	435.41
		STREET LIGHTING ELECT		209 4209-85020-000	STREET LIGHTING POWER	51.81
		STREET LIGHTING ELECT		209 4209-85020-000	STREET LIGHTING POWER	11.97
		STREET LIGHTING ELECT		209 4209-85020-000	STREET LIGHTING POWER	2,164.85
		STREET LIGHTING ELECT		209 4209-85020-000	STREET LIGHTING POWER	52.90
		=== VENDOR TOTALS ===	2,716.94			
		=== PACKET TOTALS ===	53,690.30			

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POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-0029		ALLIED MEDICAL TRAINING				
=====						
I-235		EMT, CPR	1,730.00			
11/22/2016	APBNK	DUE: 11/22/2016 DISC: 11/22/2016		1099: N		
		EMT, CPR		101 4124-86020-000	TRAINING	1,730.00
=== VENDOR TOTALS ===			1,730.00			
=====						
01-00255		AMERICAN OFFICE PRODUCTS				
=====						
I-3447		OFFICE SUPPLIES: ENVELOPES	377.70			
11/21/2016	APBNK	DUE: 11/21/2016 DISC: 11/21/2016		1099: N		
		OFFICE SUPPLIES: ENVELOPES		101 4112-70100-000	SUPPLIES	377.70
=== VENDOR TOTALS ===			377.70			
=====						
01-00250		AMERIPRIDE SERVICES				
=====						
I-1003629321		LINEN CLEANING	41.27			
11/21/2016	APBNK	DUE: 11/21/2016 DISC: 11/21/2016		1099: N		
		LINEN CLEANING		101 4124-82011-000	LINEN CLEANING	41.27
=== VENDOR TOTALS ===			41.27			
=====						
01-00270		ANCOM COMMUNICATIONS				
=====						
I-64662		RADIO REPAIR	321.00			
11/22/2016	APBNK	DUE: 11/22/2016 DISC: 11/22/2016		1099: N		
		RADIO REPAIR		101 4124-87092-000	REPAIR RADIOS	321.00
=== VENDOR TOTALS ===			321.00			
=====						
01-00284		AWARDS BY HAMMOND				
=====						
I-2996		NAMEPLATES-PHPD MEMBERS	47.60			
11/21/2016	APBNK	DUE: 11/21/2016 DISC: 11/21/2016		1099: N		
		NAMEPLATES-PHPD MEMBERS		101 4124-70100-000	SUPPLIES	47.60
=== VENDOR TOTALS ===			47.60			
=====						
01-05726		BOUND TREE MEDICAL				
=====						
I-82325705		BLOOD PRESSURE MONITOR	465.95			
11/22/2016	APBNK	DUE: 11/22/2016 DISC: 11/22/2016		1099: N		
		BLOOD PRESSURE MONITOR		101 4124-70100-000	SUPPLIES	465.95
=== VENDOR TOTALS ===			465.95			

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
01 89	CASH					
I-201611226055		MAIL, WATER, RINK ATTENDANT	146.42			
11/22/2016	APBNK	DUE: 11/22/2016 DISC: 11/22/2016		1099: N		
		CERTIFIED MAIL		101 4112-70500-000	POSTAGE	38.07
		RINK ATTENDANT		101 4141-60540-000	SEASONAL RINK ATTENDANTS	5.37
		WATER FOR ELECTION JUDGES		101 4115-70100-000	SUPPLIES	7.98
		WROUGHT IRON RAILING CHAMBERS		101 4131-70110-000	SUPPLIES	70.00
		RECYCLE TV LEFT ON BLVD		206 4206-89000-000	MISCELLANEOUS	25.00
		=== VENDOR TOTALS ===	146.42			
=====						
01-03123	CINTAS CORPORATION #470					
I-470840704		SHOP TOWELS, CLEANER, MATS	145.08			
11/22/2016	APBNK	DUE: 11/22/2016 DISC: 11/22/2016		1099: N		
		SHOP TOWELS, CLEANER, MATS		101 4131-70110-000	SUPPLIES	145.08
		=== VENDOR TOTALS ===	145.08			
=====						
01-05024	ESRI INC					
I-105763		2017 GEODESIGN SUMMIT	149.00			
11/22/2016	APBNK	DUE: 11/22/2016 DISC: 11/22/2016		1099: N		
		2017 GEODESIGN SUMMIT		101 4117-86100-000	CONFERENCES/EDUCATION/AS	149.00
		=== VENDOR TOTALS ===	149.00			
=====						
01-04084	FIRE EQUIPMENT SPECIALTIES					
I-9469		FIRE HOSE	1,030.95			
11/21/2016	APBNK	DUE: 11/21/2016 DISC: 11/21/2016		1099: N		
		FIRE HOSE		402 4402-91000-000	MACHINERY & EQUIPMENT	1,030.95
		=== VENDOR TOTALS ===	1,030.95			
=====						
01-05243	HINRICHS,RICH					
I-201611216053		REIMB SUPPLIES, TRAINING EXP	664.92			
11/21/2016	APBNK	DUE: 11/21/2016 DISC: 11/21/2016		1099: N		
		REIMB SUPPLIES		101 4124-70100-000	SUPPLIES	526.85
		REIMB TRAINING SUPPLIES		101 4124-86020-000	TRAINING	138.07
		=== VENDOR TOTALS ===	664.92			

-----ID-----			GROSS	P.O. #			
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----		DISTRIBUTION
01	25	LEGACY ATHLETIC					
I-21627114-01		FD CLOTHING: HATS	409.84				
11/21/2016	APBNK	DUE: 11/21/2016 DISC: 11/21/2016		1099: N			
		FD CLOTHING: HATS		101 4124-77000-000	CLOTHING		409.84
I-21627114-02		FD CLOTHING: HATS	362.84				
11/21/2016	APBNK	DUE: 11/21/2016 DISC: 11/21/2016		1099: N			
		FD CLOTHING: HATS		101 4124-77000-000	CLOTHING		362.84
=== VENDOR TOTALS ===			772.68				
=====							
01-05870		XCEL ENERGY					
I-201611216054		GAZEBO, SNELLING & HOYT SIGN	23.85				
11/21/2016	APBNK	DUE: 11/21/2016 DISC: 11/21/2016		1099: N			
		CURTISS FIELD GAZEBO		101 4141-85020-000	ELECTRIC/GAS		12.10
		SNELLING & HOYT SIGN AREA		209 4209-85020-000	STREET LIGHTING POWER		11.75
=== VENDOR TOTALS ===			23.85				
=== PACKET TOTALS ===			5,916.42				

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-00276	AMERICAN TIRE DISTRIBUTORS					
I-S083928296		SKID LOADER TIRES	606.76			
12/01/2016	APBNK	DUE: 12/01/2016 DISC: 12/01/2016		1099: N		
		SKID LOADER TIRES		101 4132-87000-000	REPAIR EQUIPMENT	606.76
		=== VENDOR TOTALS ===	606.76			
=====						
01-00250	AMERIPRIDE SERVICES					
I-1003642396		LINEN CLEANING	41.27			
12/01/2016	APBNK	DUE: 12/01/2016 DISC: 12/01/2016		1099: N		
		LINEN CLEANING		101 4124-82011-000	LINEN CLEANING	41.27
		=== VENDOR TOTALS ===	41.27			
=====						
01-05422	BP					
I-201612016065		FUEL	996.23			
12/01/2016	APBNK	DUE: 12/01/2016 DISC: 12/01/2016		1099: N		
		FUEL		101 4124-74000-000	MOTOR FUEL & LUBRICANTS	56.65
		FUEL		101 4132-74000-000	MOTOR FUEL & LUBRICANTS	939.58
		=== VENDOR TOTALS ===	996.23			
=====						
01-03025	COLIN CALLAHAN					
I-201612016061		REIMB: DEDUCTION ERROR PAYROL	186.96			
12/01/2016	APBNK	DUE: 12/01/2016 DISC: 12/01/2016		1099: N		
		REIMB: DEDUCTION ERROR PAYROLL		601 4601-64034-000	LIFE INSURANCE	109.68
		REIMB: DEDUCTION ERROR PAYROLL		602 4602-64034-000	LIFE INSURANCE	77.28
		=== VENDOR TOTALS ===	186.96			
=====						
01-03202	CENTRAL SANDBLASTING COMPANY					
I-42381		COUNCIL CHAMBERS RAILING	350.00			
12/01/2016	APBNK	DUE: 12/01/2016 DISC: 12/01/2016		1099: N		
		COUNCIL CHAMBERS RAILING		101 4131-70110-000	SUPPLIES	350.00
		=== VENDOR TOTALS ===	350.00			
=====						
01-03123	CINTAS CORPORATION #470					
I-470844254		BLACK MATS, SERVICE CHARGE	62.81			
12/01/2016	APBNK	DUE: 12/01/2016 DISC: 12/01/2016		1099: N		
		BLACK MATS, SERVICE CHARGE		101 4131-70110-000	SUPPLIES	62.81
		=== VENDOR TOTALS ===	62.81			

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-06290	CITY OF ROSEVILLE					
I-0222132		NOVEMBER IT	1,831.25			
12/01/2016	APBNK	DUE: 12/01/2016 DISC: 12/01/2016		1099: N		
		NOVEMBER IT		101 4116-85070-000	TECHNICAL SUPPORT	1,831.25
I-0222166		NOVEMBER TELEPHONE	281.12			
12/01/2016	APBNK	DUE: 12/01/2016 DISC: 12/01/2016		1099: N		
		NOVEMBER TELEPHONE		101 4116-85010-000	TELEPHONE	281.12
I-0222197		ENGINEERING SERVICES	3,436.48			
12/01/2016	APBNK	DUE: 12/01/2016 DISC: 12/01/2016		1099: N		
		GENERAL ENGINEERING SERVICES		101 4133-80100-000	ENGINEERING SERVICES	319.47
		2017 STREET PROJECT		419 4419-92059-000	2017 STREET PROJECT	3,117.01
		=== VENDOR TOTALS ===	5,548.85			
=====						
01-03122	CITY OF ST PAUL					
I-IN00015484		NEWSLETTER, POSTAGE	3,286.00			
12/01/2016	APBNK	DUE: 12/01/2016 DISC: 12/01/2016		1099: N		
		NEWSLETTER		101 4116-70420-000	NEWSLETTERS/INFORMATION	1,136.00
		NEWSLETTER		206 4206-70420-000	NEWSLETTER	164.00
		NEWSLETTER		201 4201-70440-000	PRINT & PUBLISHING	1,136.00
		POSTAGE		101 4116-70500-000	POSTAGE	806.00
		POSTAGE FOR NEWSLETTER		206 4206-70500-000	POSTAGE	44.00
		=== VENDOR TOTALS ===	3,286.00			
=====						
01-03527	DELEGARD TOOL COMPANY					
I-140255		GREASE GUN, FUEL TRANSFER PUM	596.76			
12/01/2016	APBNK	DUE: 12/01/2016 DISC: 12/01/2016		1099: N		
		GREASE GUN, FUEL TRANSFER PUMP		101 4132-70120-000	SUPPLIES	596.76
I-140415		WRENCHES	40.78			
12/01/2016	APBNK	DUE: 12/01/2016 DISC: 12/01/2016		1099: N		
		WRENCHES		101 4132-70120-000	SUPPLIES	40.78
		=== VENDOR TOTALS ===	637.54			
=====						
01-04027	EMERGENCY APPARATUS MAINT					
I-90359		757 MAINTENANCE	72.09			
12/01/2016	APBNK	DUE: 12/01/2016 DISC: 12/01/2016		1099: N		
		757 MAINTENANCE		101 4124-87029-000	REPAIR OTHER EQUIPMENT	72.09
I-90360		753 MAINTENANCE	221.17			
12/01/2016	APBNK	DUE: 12/01/2016 DISC: 12/01/2016		1099: N		
		753 MAINTENANCE		101 4124-87029-000	REPAIR OTHER EQUIPMENT	221.17
		=== VENDOR TOTALS ===	293.26			



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POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-05115	GOPHER STATE ONE CALL					
I-6110361		NOVEMBER LOCATES	71.55			
12/01/2016	APBNK	DUE: 12/01/2016 DISC: 12/01/2016		1099: N		
		NOVEMBER LOCATES		601 4601-88030-000	LOCATES	71.55
		=== VENDOR TOTALS ===	71.55			
=====						
01-05243	HINRICHS,RICH					
I-201612016058		REIMB SUPPLIES, BOOTS, BOOKS	1,574.33			
12/01/2016	APBNK	DUE: 12/01/2016 DISC: 12/01/2016		1099: N		
		REIMB SUPPLIES		101 4124-70100-000	SUPPLIES	476.93
		CAPITAL: BOOTS		402 4402-91000-000	MACHINERY & EQUIPMENT	850.42
		TRAINING SUPPLIES: EMT BOOKS		101 4124-86020-000	TRAINING	246.98
		=== VENDOR TOTALS ===	1,574.33			
=====						
01-05153	HOME DEPOT CRC/GECF					
I-201612016066		SUPPLIES, FIRE DEPT SHOWER	584.72			
12/01/2016	APBNK	DUE: 12/01/2016 DISC: 12/01/2016		1099: N		
		FIRE SUPPLIES: SCREWS, BOARDS		101 4124-70100-000	SUPPLIES	149.54
		FIRE DEPARTMENT SHOWER		402 4402-91000-000	MACHINERY & EQUIPMENT	435.18
		=== VENDOR TOTALS ===	584.72			
=====						
01-05555	MEDICS TRAINING					
I-10033		EMT/EMR TRAINING	550.00			
12/01/2016	APBNK	DUE: 12/01/2016 DISC: 12/01/2016		1099: N		
		EMT/EMR TRAINING		101 4124-86020-000	TRAINING	550.00
		=== VENDOR TOTALS ===	550.00			
=====						
01-05585	METROPOLITAN AREA MANAGEMENT A					
I-94		SACK NOVEMBER MEETING	20.00			
12/01/2016	APBNK	DUE: 12/01/2016 DISC: 12/01/2016		1099: N		
		SACK NOVEMBER MEETING		101 4112-86100-000	CONFERENCES/EDUCATION/AS	20.00
		=== VENDOR TOTALS ===	20.00			

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POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-05843	MN NCPERS	LIFE INSURANCE				
I-201612016059		DECEMBER LIFE INSURANCE	80.00			
12/01/2016	APBNK	DUE: 12/01/2016 DISC: 12/01/2016		1099: N		
		DECEMBER LIFE INSURANCE		101 21709-000	OTHER PAYABLE	45.44
		DECEMBER LIFE INSURANCE		201 21709-000	OTHER PAYABLE	4.00
		DECEMBER LIFE INSURANCE		601 21709-000	OTHER PAYABLE	20.32
		DECEMBER LIFE INSURANCE		602 21709-000	OTHER PAYABLE	10.24
		=== VENDOR TOTALS ===	80.00			
=====						
01-04875	MOBILE MINI, INC.					
I-9001266172		CURTISS FIELD WARMING HOUSE	548.00			
12/01/2016	APBNK	DUE: 12/01/2016 DISC: 12/01/2016		1099: N		
		CURTISS FIELD WARMING HOUSE		101 4141-87130-000	MINI WARMING HOUSE	548.00
		=== VENDOR TOTALS ===	548.00			
=====						
01-07263	NEXTEL COMMUNICATIONS, INC					
I-201612016064		CELL PHONES	115.53			
12/01/2016	APBNK	DUE: 12/01/2016 DISC: 12/01/2016		1099: N		
		CELL PHONES		101 4121-85015-000	CELL PHONE	22.76
		CELL PHONES		101 4131-85015-000	CELL PHONE	11.60
		CELL PHONES		101 4141-85015-000	CELL PHONE	11.60
		CELL PHONES		101 4132-85015-000	CELL PHONE	11.60
		CELL PHONES		601 4601-85015-000	CELL PHONE	45.00
		CELL PHONES		602 4602-85015-000	CELL PHONES	12.97
		=== VENDOR TOTALS ===	115.53			
=====						
01-06125	PIONEER RIM AND WHEEL CO					
I-18854601116		4 RIMS FOR BOBCAT	419.76			
12/01/2016	APBNK	DUE: 12/01/2016 DISC: 12/01/2016		1099: N		
		4 RIMS FOR BOBCAT		101 4132-87000-000	REPAIR EQUIPMENT	419.76
		=== VENDOR TOTALS ===	419.76			
=====						
01-06115	TIMOTHY PITTMAN					
I-201612016063		MILEAGE REIMB	34.56			
12/01/2016	APBNK	DUE: 12/01/2016 DISC: 12/01/2016		1099: N		
		MILEAGE REIMB		101 4141-86101-000	MILEAGE	34.56
		=== VENDOR TOTALS ===	34.56			

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POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-05367	QUILL CORPORATION					
I-2034668		SUPPLIES: ADDING MACHINE PAPE	47.97			
12/01/2016	APBNK	DUE: 12/01/2016 DISC: 12/01/2016		1099: N		
		SUPPLIES: ADDING MACHINE PAPER		101 4112-70100-000	SUPPLIES	47.97
		=== VENDOR TOTALS ===	47.97			
=====						
01-06185	RAMSEY COUNTY					
I-EMCOM005661		RADIO FLEET SUPPORT	81.12			
12/01/2016	APBNK	DUE: 12/01/2016 DISC: 12/01/2016		1099: N		
		RADIO FLEET SUPPORT		101 4124-86800-000	RADIO MESB/FLEET SUPPORT	81.12
		=== VENDOR TOTALS ===	81.12			
=====						
01-06184	RAMSEY COUNTY - 911 DISPATCH					
I-EMCOM005641		NOVEMBER CAD SERVICES	510.15			
12/01/2016	APBNK	DUE: 12/01/2016 DISC: 12/01/2016		1099: N		
		NOVEMBER CAD SERVICES		101 4122-81200-000	911 DISPATCH FEES	510.15
		=== VENDOR TOTALS ===	510.15			
=====						
01-06449	SAVATREE/SAVALAWN					
I-4007990		STUMP GRINDING	593.25			
12/01/2016	APBNK	DUE: 12/01/2016 DISC: 12/01/2016		1099: N		
		STUMP GRINDING		419 4419-85000-000	TREE REMOVAL	593.25
I-4018254		1869 HOLTON TREE REMOVAL	393.75			
12/01/2016	APBNK	DUE: 12/01/2016 DISC: 12/01/2016		1099: N		
		1869 HOLTON TREE REMOVAL		419 4419-85000-000	TREE REMOVAL	393.75
I-4020414		1859 PASCAL TREE REMOVAL	346.50			
12/01/2016	APBNK	DUE: 12/01/2016 DISC: 12/01/2016		1099: N		
		1859 PASCAL TREE REMOVAL		419 4419-85000-000	TREE REMOVAL	346.50
		=== VENDOR TOTALS ===	1,333.50			
=====						
01-00935	ST PAUL REGIONAL WATER SERVICE					
I-201612016060		WATER AND SS	663.64			
12/01/2016	APBNK	DUE: 12/01/2016 DISC: 12/01/2016		1099: N		
		COMM PARK WATER		101 4141-85040-000	WATER	411.77
		COMM PARK SS		101 4141-85070-000	SEWER	169.66
		CITY HALL WATER		101 4131-85040-000	WATER	60.16
		CITY HALL SS		101 4131-85070-000	SEWER	22.05
		=== VENDOR TOTALS ===	663.64			

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POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-06628	SACK THONGVANH					
I-201612016062		NOV-DEC CELL PHONE REIMB	120.00			
12/01/2016	APBNK	DUE: 12/01/2016 DISC: 12/01/2016		1099: N		
		NOV-DEC CELL PHONE REIMB		101 4131-85015-000	CELL PHONE	60.00
		NOV-DEC CELL PHONE REIMB		601 4601-85015-000	CELL PHONE	60.00
		=== VENDOR TOTALS ===	120.00			
=====						
01-06548	TOLL - GAS & WELDING SUPPLY					
I-10163315		WELDING HELMET	319.97			
12/01/2016	APBNK	DUE: 12/01/2016 DISC: 12/01/2016		1099: N		
		WELDING HELMET		101 4132-70120-000	SUPPLIES	319.97
		=== VENDOR TOTALS ===	319.97			
=====						
01-05870	XCEL ENERGY					
I-201612016057		AUTO PROTECT LIGHT, CIVIL DEF	39.34			
12/01/2016	APBNK	DUE: 12/01/2016 DISC: 12/01/2016		1099: N		
		AUTO PROTECTIVE LIGHT		101 4141-85020-000	ELECTRIC/GAS	30.51
		CIVIL DEFENSE SIREN		101 4121-85020-000	ELECTRIC	8.83
		=== VENDOR TOTALS ===	39.34			
		=== PACKET TOTALS ===	19,123.82			

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POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-03001	CAMPBELL KNUTSON					
I-229		NOVEMBER LEGALS	513.50			
12/07/2016	APBNK	DUE: 12/07/2016 DISC: 12/07/2016		1099: Y		
		NOVEMBER LEGALS		101 4114-80200-000	LEGAL FEES	513.50
		=== VENDOR TOTALS ===	513.50			
=====						
01-03089	CASH					
I-201612066074		CERTIFIED MAIL/POINTSETTS PLA	116.18			
12/06/2016	APBNK	DUE: 12/06/2016 DISC: 12/06/2016		1099: N		
		CERTIFIED MAIL		101 4112-70500-000	POSTAGE	12.94
		8 POINTSETTA PLANTS FOR LOBBY		101 4131-70110-000	SUPPLIES	8.48
		FALL SPEC EVENT- PUMPKINS/ART		101 4116-89010-000	SPECIAL EVENTS	94.76
		=== VENDOR TOTALS ===	116.18			
=====						
01-03110	CENTURY LINK					
I-201612076076		LANDLINES - PARKS	123.24			
12/07/2016	APBNK	DUE: 12/07/2016 DISC: 12/07/2016		1099: N		
		LANDLINES - PARKS		101 4141-85011-000	TELEPHONE - LANDLINE	123.24
		=== VENDOR TOTALS ===	123.24			
=====						
01-03123	CINTAS CORPORATION #470					
I-470837177		BLACK MAT SVC	62.81			
12/07/2016	APBNK	DUE: 12/07/2016 DISC: 12/07/2016		1099: N		
		BLACK MAT SVC		101 4131-70110-000	SUPPLIES	62.81
I-470847780		MAT SVC/SOAP, CLEANING CHEMIC	267.93			
12/07/2016	APBNK	DUE: 12/07/2016 DISC: 12/07/2016		1099: N		
		MAT SVC/SOAP, CLEANING CHEMICA		101 4131-70110-000	SUPPLIES	267.93
		=== VENDOR TOTALS ===	330.74			
=====						
01-03117	CITY OF LITTLE CANADA					
I-19147		3RD QTR MILEAGE INSPECTIONS	311.04			
12/06/2016	APBNK	DUE: 12/06/2016 DISC: 12/06/2016		1099: N		
		3RD QTR MILEAGE INSPECTIONS		101 4117-81210-000	BUILDING INSPECTORS	311.04
		=== VENDOR TOTALS ===	311.04			

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POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-06290		CITY OF ROSEVILLE				
I-222296		NOVEMBER ENGINEERING 2017 ST	8,284.75			
12/07/2016	APBNK	DUE: 12/07/2016 DISC: 12/07/2016		1099: N		
		NOVEMBER ENGINEERING 2017 ST P		419 4419-92059-000	2017 STREET PROJECT	8,284.75
		=== VENDOR TOTALS ===	8,284.75			
=====						
01-07228		CITY OF ST ANTHONY				
I-3470		DECEMBER POLICE SERVICES	54,418.84			
12/07/2016	APBNK	DUE: 12/07/2016 DISC: 12/07/2016		1099: N		
		DECEMBER POLICE SERVICES		101 4122-81000-000	POLICE SERVICES	54,418.84
		=== VENDOR TOTALS ===	54,418.84			
=====						
01-05721		COLBERT ENGRAVING & TROPHIES				
I-485		FIRE DEPT LOCKER NAMEPLATES	22.50			
12/06/2016	APBNK	DUE: 12/06/2016 DISC: 12/06/2016		1099: N		
		FIRE DEPT LOCKER NAMEPLATES		101 4141-70100-000	SUPPLIES	22.50
		=== VENDOR TOTALS ===	22.50			
=====						
01-03539		DAKOTA ELECTRIC ASSOCIATION				
I-1680700049		DECEMBER SOLAR ELECTRIC	530.00			
12/07/2016	APBNK	DUE: 12/07/2016 DISC: 12/07/2016		1099: N		
		DECEMBER SOLAR ELECTRIC		419 4419-92059-000	2017 STREET PROJECT	530.00
		=== VENDOR TOTALS ===	530.00			
=====						
01-04097		FINN SISU, INC				
I-280		INFRA RED DETOXIFICATION UNIT	4,500.75			
12/06/2016	APBNK	DUE: 12/06/2016 DISC: 12/06/2016		1099: N		
		INFRA RED DETOXIFICATION UNIT		402 4402-91000-000	MACHINERY & EQUIPMENT	4,500.75
		=== VENDOR TOTALS ===	4,500.75			
=====						
01-05244		HENNEPIN TECH COLLEGE				
I-00359757		TRAINING - VEHICLES	500.00			
12/07/2016	APBNK	DUE: 12/07/2016 DISC: 12/07/2016		1099: N		
		TRAINING - VEHICLES		101 4124-86020-000	TRAINING	500.00
		=== VENDOR TOTALS ===	500.00			

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POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-05235	JAN-PRO	CLEANING SYSTEMS				
I-61575		DECEMBER CLEANING SERVICES	205.00			
12/07/2016	APBNK	DUE: 12/07/2016 DISC: 12/07/2016		1099: N		
		DECEMBER CLEANING SERVICES		101 4131-87010-000	CITY HALL MAINTENANCE	205.00
		=== VENDOR TOTALS ===	205.00			
=====						
01-05058	JOSH	JORDAN				
I-201612066073		TAE KWON DO INSTRUCTOR	884.00			
12/06/2016	APBNK	DUE: 12/06/2016 DISC: 12/06/2016		1099: Y		
		TAE KWON DO INSTRUCTOR		201 4201-87700-000	INSTRUCTOR-SPECIALTY CLA	884.00
		=== VENDOR TOTALS ===	884.00			
=====						
01-07272	LILLIE	SUBURBAN NEWSPAPER				
I-201612066070		STREET IMPROVEMENTS NOTICE	128.63			
12/06/2016	APBNK	DUE: 12/06/2016 DISC: 12/06/2016		1099: N		
		STREET IMPROVEMENTS NOTICE		101 4111-70410-000	LEGAL NOTICES	128.63
		=== VENDOR TOTALS ===	128.63			
=====						
01-05832	MORETTO,	PAUL				
I-201612076078		MILEAGE, CELL PHONE REIMB	47.19			
12/07/2016	APBNK	DUE: 12/07/2016 DISC: 12/07/2016		1099: N		
		MILEAGE REIMB		101 4117-86010-000	MILEAGE	27.19
		CELL PHONE REIMB		101 4117-85015-000	CELL PHONE	20.00
		=== VENDOR TOTALS ===	47.19			
=====						
01-07263	NEXTEL	COMMUNICATIONS, INC				
I-201612066069		CELL PHONES FIRE DEPT	58.65			
12/06/2016	APBNK	DUE: 12/06/2016 DISC: 12/06/2016		1099: N		
		CELL PHONES FIRE DEPT		101 4124-85015-000	CELL PHONE	58.65
I-201612076075		CELL PHONES	58.65			
12/07/2016	APBNK	DUE: 12/07/2016 DISC: 12/07/2016		1099: N		
		CELL PHONES		101 4124-85015-000	CELL PHONE	58.65
		=== VENDOR TOTALS ===	117.30			

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-05676		OFFICE DEPOT				
I-881455099001		SUPPLIES: BINDERS, TONER	382.05			
12/07/2016	APBNK	DUE: 12/07/2016 DISC: 12/07/2016		1099: N		
		SUPPLIES: BINDERS, TONER		101 4112-70100-000	SUPPLIES	382.05
		=== VENDOR TOTALS ===	382.05			
=====						
01-06053		OREILLY AUTO PARTS				
I-201612066072		FUEL BARREL PUMP/WHEEL STUDS/	328.52			
12/06/2016	APBNK	DUE: 12/06/2016 DISC: 12/06/2016		1099: N		
		FUEL BARREL PUMP		101 4132-70120-000	SUPPLIES	119.65
		WHEEL STUDS/AIR FILTER/ SEALED		101 4132-70120-000	SUPPLIES	107.05
		WIPER FLUID/ ANTIFREEZE		101 4132-70120-000	SUPPLIES	101.82
		=== VENDOR TOTALS ===	328.52			
=====						
01-06125		PIONEER RIM AND WHEEL CO				
I-18939801116		VALVE STEM	3.04			
12/07/2016	APBNK	DUE: 12/07/2016 DISC: 12/07/2016		1099: N		
		VALVE STEM		101 4132-87000-000	REPAIR EQUIPMENT	3.04
		=== VENDOR TOTALS ===	3.04			
=====						
01-06185		RAMSEY COUNTY				
I-RISK 1818		DEC DENTAL/LIFE/DISABILITY IN	924.21			
12/06/2016	APBNK	DUE: 12/06/2016 DISC: 12/06/2016		1099: N		
		DEC DENTAL/LIFE/DISABILITY INS		101 4112-89000-000	MISCELLANEOUS	924.21
		=== VENDOR TOTALS ===	924.21			
=====						
01-06546		STAPLES				
I-8042045018		BINDERS/ LEGAL PAPER	84.98			
12/06/2016	APBNK	DUE: 12/06/2016 DISC: 12/06/2016		1099: N		
		BINDERS/ LEGAL PAPER		101 4112-70100-000	SUPPLIES	84.98
		=== VENDOR TOTALS ===	84.98			
=====						
01-05374		TENNIS SANITATION LLC				
I-1738919		NOVEMBER RECYCLING	5,769.00			
12/07/2016	APBNK	DUE: 12/07/2016 DISC: 12/07/2016		1099: N		
		NOVEMBER RECYCLING		206 4206-82030-000	RECYCLING CONTRACTS	5,769.00



-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-05374	TENNIS SANITATION LLC	( ** CONTINUED ** )				
=====						
I-1798920		NOVEMBER WASTE REMOVAL	66.50			
12/07/2016	APBNK	DUE: 12/07/2016 DISC: 12/07/2016		1099: N		
		NOVEMBER WASTE REMOVAL		101 4131-82010-000	WASTE REMOVAL	66.50
=== VENDOR TOTALS ===			5,835.50			
=====						
01-06639	THRASHER, KATIE					
=====						
I-201612076079		MILEAGE, CELL PHONE REIMB	91.94			
12/07/2016	APBNK	DUE: 12/07/2016 DISC: 12/07/2016		1099: N		
		OCT & NOV CELL PHONE REIMB		101 4131-85015-000	CELL PHONE	40.00
		MILEAGE REIMB FOR CONFERENCES		101 4112-86010-000	MILEAGE & PARKING	51.94
=== VENDOR TOTALS ===			91.94			
=====						
01-05170	TOM LYNCH ELECTRIC LLC					
=====						
I-201612066068		ELECTRICAL REPAIRS	1,180.00			
12/06/2016	APBNK	DUE: 12/06/2016 DISC: 12/06/2016		1099: N		
		REPAIR LARPEUR LIGHTS		209 4209-85020-000	STREET LIGHTING POWER	350.00
		REPAIR SUB PANEL COMM PARK		101 4141-87120-000	FACILITIES & GROUND MAIN	290.00
		CONNECT WARMING HOUSE CURTISS		101 4141-86105-000	TEMPORARY WARMING HOUSE	275.00
		ELECT SHOWER LIGHT FIRE HALL		402 4402-91000-000	MACHINERY & EQUIPMENT	265.00
=== VENDOR TOTALS ===			1,180.00			
=====						
01-07250	TRETSEVEN, DAVE					
=====						
I-201612076077		CELL PHONE REIMB	80.00			
12/07/2016	APBNK	DUE: 12/07/2016 DISC: 12/07/2016		1099: N		
		CELL PHONE REIMB		101 4132-85015-000	CELL PHONE	80.00
=== VENDOR TOTALS ===			80.00			
=====						
01-05870	XCEL ENERGY					
=====						
I-201612066067		GAS, ELECT	1,143.75			
12/06/2016	APBNK	DUE: 12/06/2016 DISC: 12/06/2016		1099: N		
		CITY HALL GAS		101 4131-85030-000	NATURAL GAS	307.61
		CURTISS FIELD ELECT		101 4141-85020-000	ELECTRIC/GAS	44.44
		COMM PARK ELECT		101 4141-85020-000	ELECTRIC/GAS	336.14
		COMM PARK GAS		101 4141-85030-000	NATURAL GAS	134.64
		SNELLING & HOYT SIGN AREA		209 4209-85020-000	STREET LIGHTING POWER	11.75
		STREET LIGHTING ELECT		209 4209-85020-000	STREET LIGHTING POWER	50.20
		STREET LIGHTING ELECT		209 4209-85020-000	STREET LIGHTING POWER	49.09
		STREET LIGHTING ELECT		209 4209-85020-000	STREET LIGHTING POWER	52.25
		STREET LIGHTING ELECT		209 4209-85020-000	STREET LIGHTING POWER	13.55
		STREET LIGHTING ELECT		209 4209-85020-000	STREET LIGHTING POWER	58.20
		STREET LIGHTING ELECT		209 4209-85020-000	STREET LIGHTING POWER	11.75
		STREET LIGHTING ELECT		209 4209-85020-000	STREET LIGHTING POWER	46.67

PACKET: 01495 DECEMBER 7 PAYABLES

VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
01-05870	XCEL ENERGY	( ** CONTINUED ** )				
		COFFMAN ICE RINK LIGHTS		101 4141-85020-000	ELECTRIC/GAS	27.46
=== VENDOR TOTALS ===			1,143.75			
=== PACKET TOTALS ===			81,087.65			

EMP #	NAME	AMOUNT
1005	SACK THONGVANH	2,930.67
01-1017	TIMOTHY J SANDVIK	1,545.88
01-1019	KATHLEEN N THRASHER	1,178.86
01-1136	ROLAND O OLSON	1,779.17
01-1159	SARA E ASCHENBECK	262.13
01-2154	MAUREEN A ANDERSON	93.81
01-1018	PAUL A MORETTO	1,808.02
01-0085	DANIEL S JOHNSON-POWERS	112.62
01-0086	RICHARD H HINRICHS	159.60
01-0087	MICHAEL A MCKAY	80.26
01-0095	MICHAEL J POESCHL	1,106.85
01-0105	ANTON M FEHRENBACH	303.96
01-0106	SCOTT A TESCH	97.80
01-0123	BRYAN R SULLIVAN	341.65
01-0124	MICHAEL D KRUSE	125.00
01-0132	ANDREW K TEMME	132.31
01-0135	MORGAN B MCCANN	171.27
01-0136	SCHLIZ S SAWYERS	95.93
01-1030	TIMOTHY J PITTMAN	2,222.50
01-1033	DAVE TRETSVEN	1,452.17
01-1143	COLIN B CALLAHAN	1,666.17

TOTAL PRINTED: 21 17,666.63

11-09-2016 9:38 AM  
 PAYROLL NO: 01 City of Falcon Heights

PAYROLL CHECK REGISTER

PAGE: 1  
 PAYROLL DATE: 11/09/2016

EMP NO	EMPLOYEE NAME	TYPE	CHECK DATE	CHECK AMOUNT	CHECK NO.
0040	ANDERSON, KEVIN	R	11/09/2016	120.61	085414
0	GAFFNEY, PATRICK	R	11/09/2016	228.04	085415
0	WICK, JEFFREY M	R	11/09/2016	133.97	085416
0120	SMITH, BENJAMIN J	R	11/09/2016	127.37	085417
0134	MCCREADY, IAN H	R	11/09/2016	149.67	085418
0137	WATTENHOFER, DANIEL J	R	11/09/2016	39.48	085419
2172	ARCAND, MICHAEL W	R	11/09/2016	198.63	085420

11-09-2016 9:38 AM  
 PAYROLL NO: 01 City of Falcon Heights

PAYROLL CHECK REGISTER

PAGE: 2  
 PAYROLL DATE: 11/09/2016

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

REGULAR CHECKS:	7	997.77
DIRECT DEPOSIT REGULAR CHECKS:	21	17,666.63
MANUAL CHECKS:		
PRINTED MANUAL CHECKS:		
DIRECT DEPOSIT MANUAL CHECKS:		
VOIDED CHECKS:		
NON CHECKS:		
TOTAL CHECKS:	28	18,664.40

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

\*\* END OF REPORT \*\*

EMP #	NAME	AMOUNT
0013	PETER C LINDSTROM	316.17
01-0016	PAMELA M HARRIS	277.05
01-0021	JOSE A FISCHER	277.05
01-0022	RANDALL C GUSTAFSON	277.05
01-1005	SACK THONGVANH	2,930.67
01-1017	TIMOTHY J SANDVIK	1,557.80
01-1019	KATHLEEN N THRASHER	1,182.19
01-1136	ROLAND O OLSON	2,000.16
01-1159	SARA E ASCHENBECK	202.08
01-2154	MAUREEN A ANDERSON	46.90
01-1018	PAUL A MORETTO	1,928.05
01-0086	RICHARD H HINRICHS	847.77
01-0095	MICHAEL J POESCHL	118.90
01-0105	ANTON M FEHRENBACH	331.63
01-0123	BRYAN R SULLIVAN	113.53
01-0124	MICHAEL D KRUSE	113.53
01-1030	TIMOTHY J PITTMAN	2,276.67
01-1033	DAVE TRETSEVEN	1,452.17
01-1143	COLIN B CALLAHAN	1,666.17

TOTAL PRINTED: 19 17,915.54

11-23-2016 8:18 AM PAYROLL CHECK REGISTER  
 PAYROLL NO: 01 City of Falcon Heights

PAGE: 2  
 PAYROLL DATE: 11/23/2016

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

REGULAR CHECKS:	3	501.00
DIRECT DEPOSIT REGULAR CHECKS:	19	17,915.54
MANUAL CHECKS:		
PRINTED MANUAL CHECKS:		
DIRECT DEPOSIT MANUAL CHECKS:		
VOIDED CHECKS:		
NON CHECKS:		
TOTAL CHECKS:	22	18,416.54

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

\*\* END OF REPORT \*\*

11-23-2016 8:18 AM PAYROLL CHECK REGISTER  
 PAYROLL NO: 01 City of Falcon Heights

PAGE: 1  
 PAYROLL DATE: 11/23/2016

EMP NO	EMPLOYEE NAME	TYPE	CHECK DATE	CHECK AMOUNT	CHECK NO.
0020	BROWN THUNDER, JOSEPH C	R	11/23/2016	277.05	085472
C	KURHAJETZ, CLEMENT	R	11/23/2016	105.05	085473
0	GAFFNEY, PATRICK	R	11/23/2016	118.90	085474



*The City That Soars!*

## REQUEST FOR COUNCIL ACTION

<b>Meeting Date</b>	December 14, 2016
<b>Agenda Item</b>	Consent F2
<b>Attachment</b>	N/A
<b>Submitted By</b>	Tim Sandvik, Deputy Clerk

<b>Item</b>	Approval of City Licenses
<b>Description</b>	<p>The following individuals have applied for a <u>Municipal Business License</u> for 2017. Staff has received the necessary documents for licensure.</p> <ol style="list-style-type: none"> <li>1. Warner’s Stellian Co., Inc.</li> <li>2. Minnesota Association of Secondary School Principals</li> <li>3. Central Pediatrics, P.A.</li> <li>4. Technological and Information Educational Services (TIES)</li> <li>5. Falcon Heights Gas Convenience, Inc.</li> <li>6. Northern Tier Retail LLC dba Super America #4353</li> <li>7. John A Knutson &amp; Co., PLLP</li> <li>8. Association of Metropolitan School Districts</li> <li>9. James Kernik, D.D.S.</li> <li>10. H1 HH MN Inc dba Honest 1 Auto Care Hamline Hoyt</li> <li>11. Spire Credit Union</li> <li>12. National Youth Leadership Council</li> <li>13. Merwin Liquors</li> <li>14. The Art, LLC</li> <li>15. TyCo Inc, dba Fish Window Cleaning</li> <li>16. Eighty Eight Notes School of Music</li> <li>17. The F.I.T. Lab</li> <li>18. Videfi Corp dba Curves</li> <li>19. Metro Nation of IL LLC dba Metro PCS</li> <li>20. Bie Grand Enterprises Inc dba Hermes Floral</li> <li>21. DM Massage / Coffman Ct</li> <li>22. The Good Acre</li> <li>23. Out on a Limb Dance Studio</li> <li>24. American Family Insurance</li> <li>25. Minnesota Eye Consultants, PA</li> <li>26. DZ LLC dba Snap Fitness</li> </ol> <p>The following individuals have applied for a <u>Restaurant License</u> for 2017. Staff has received the necessary documents for licensure.</p> <ol style="list-style-type: none"> <li>1. Stouts Pub</li> <li>2. New Fresh Wok, Inc</li> <li>3. Di Vo Jac Inc., dba Dino’s Gyros</li> </ol>

4. Usrocks LLC, dba Underground Music Café
5. STP JJ Team LLC dba Jimmy John's

The following individuals have applied for Liquor Licensure for 2017. Staff has received the necessary documents for licensure. Upon city approval, the application(s) will be forwarded for State of Minnesota approval.

1. Stouts Pub
2. New Fresh Wok, Inc
3. Di Vo Jac Inc., dba Dino's Gyros
4. Merwin Liquors
5. Usrocks LLC, dba Underground Music Cafe

The following individuals have applied for a Refuse/Recycler's License for 2017. Staff has received the necessary documents for licensure.

1. Republic Services dba Allied Waste Services of the Twin Cities
2. Gene's Disposal Services Inc.
3. Waste Management of Minnesota, Inc
4. Keith Krupenny & Son Disposal Service, Inc.
5. Aspen Waste Systems, Inc.
6. Tennis Sanitation, LLC
7. Advanced Disposal Services
8. Walter's Recycling and Refuse, Inc

The following individuals have applied for a Bus Bench License for 2017. Staff has received the necessary documents for licensure.

1. United States Bench Corporation

The following individuals have applied for a Therapeutic Massage License for 2017. Staff has received the necessary documents for licensure.

1. Ferencz-Mihaly Vinnce-Turcean
2. DM Massage/Coffman Ct - Diane Marshman
3. Ruth S Atherly

The following individuals have applied for a Tobacco License for 2017. Staff has received the necessary documents for licensure.

1. Falcon Heights Gas and Convenience, Inc.
2. Northern Tier Retail LLC dba Super America #4353
3. Merwin Liquors

The following individuals have applied for a Home Occupation License for 2017. Staff has received the necessary documents for licensure.

1. The Touch-Up Artist, Inc.
2. David L Wasson Graphic Design
3. Pamela M. Harris, PLLC

<b>Budget Impact</b>	N/A
<b>Attachment(s)</b>	N/A
<b>Action(s) Requested</b>	Staff recommends that the Falcon Heights City Council approve the 2017 City License Applications.

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*The City That Soars!*

## REQUEST FOR COUNCIL ACTION

<b>Meeting Date</b>	December 14, 2016
<b>Agenda Item</b>	Consent F3
<b>Attachment</b>	Fee Schedule and Resolution
<b>Submitted By</b>	Sack Thongvanh, City Administrator

<b>Item</b>	2017 Proposed City Fee Schedule
<b>Description</b>	Each year the City Council is required to approve a fee schedule that identifies the various fees charged by the City. Staff reviews these fees each year to ensure that the costs charged cover the City's expenses and so they are competitive with other cities of comparable size.
<b>Budget Impact</b>	These fees will be incorporated in the 2017 budget.
<b>Attachment(s)</b>	<ul style="list-style-type: none"> <li>· 2017 Proposed Fee Schedule</li> <li>· Resolution 16-43 Adopting the 2017 City Fee Schedule</li> </ul>
<b>Action(s) Requested</b>	Staff recommends that the Falcon Heights City Council approve the attached resolution and fee schedule.

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**CITY OF FALCON HEIGHTS  
Proposed 2017 Fee Schedule**

**Exhibit A**

**A. LICENSES**

1.	Business Licenses	
	<u>Item</u>	<u>Fee</u>
	Bus Benches (Courtesy)	\$ 25.00 per bench
	Filling Stations	
	Less than 15 hours	\$ 100.00
	15-20 hours	\$ 400.00
	20 hours or more	\$ 500.00
	General Business	\$ 50.00
	Pool Halls	\$ 800.00
	Precious Metal Dealer	
	Investigation fee/general	\$1,500.00
	Investigation fee/MN only	\$ 500.00
	License fee	\$2,000.00
	Restaurants	
	Lunchroom	\$ 50.00
	Less than 15 hours	\$ 100.00
	15-20 hours	\$ 400.00
	20 hours or more	\$ 500.00
	Therapeutic Massage License	
	Investigation fee	\$ 350.00
	License fee	\$ 100.00
2.	Liquor Licenses	
	<u>Item</u>	<u>Fee</u>
	Bottle Club	\$ 300.00
	Liquor, Off-Sale	\$ 310.00
	Liquor, On-Sale	\$4,000.00
	Liquor, Special Event	\$ 25.00
	Liquor, Sunday	\$ 200.00
	Malt Beverage, Off-Sale	\$ 150.00
	Malt Beverage, On-Sale	\$ 500.00
	Malt Beverage, On-Sale (with wine license)	\$ 1.00
	Wine License	\$2,000.00
	Temporary Liquor License	\$ 50.00
	Background Checks (per license)	\$500.00
3.	Other Licenses	
	<u>Item</u>	<u>Fee</u>
	Amusement machines (per machine)	\$ 30.00
	Cigarette sales	\$ 250.00
	Contractor licenses	\$ 35.00
	Itinerant salespersons & solicitors	
	(for profit only)	\$ 25.00
	(Charitable)	Free
	Pool tables (per table)	\$ 30.00
	Refuse Haulers	\$100.00
	Rental License	\$ 50.00
	Re-inspection (due to initial failure)	\$ 50.00

**B. PERMITS**

1. Building permit fees:

<b>Total Valuation</b>	
\$1.00 - \$500.00	\$25.00
\$501.00 - \$2,000.00	\$25.00 for first \$500, \$3.25/each additional \$100, to and including \$2000
\$2,001.00 - \$25,000	\$73.75 for first \$2000, \$14.75/each additional \$1000, to and including \$25,000
\$25,001.00 - \$50,000	\$413.00 for first \$25,000, \$10.75/each additional \$1000, to and including \$50,000
\$50,001.00 - \$100,000.00	\$681.75 for first \$50,000, \$7.50/each additional \$1000, to and including \$100,000.00
\$100,001.00 - \$500,000.00	\$1,056.75 for first \$100,000, \$6.00/each additional \$1000, to and including \$500,000
\$500,001.00 - \$1,000,000.00	\$3,456.75 for first \$500,000, \$5.00/each additional \$1,000, to and including \$1,000,000
\$1,000,001 and up	\$5,956.75 for first \$1,000,000, \$4.00/each additional \$1,000

Other Inspections and Fees:

1. Inspections outside of normal business hours \$47.00 per hour<sup>1</sup> (minimum charge – two hours)
2. Re-inspection fees assessed under provisions of Section 305.8 \$47.00 per hour<sup>1</sup>
3. Inspections for which no fee is specifically indicated \$47.00 per hour<sup>1</sup> (minimum charge – one-half hour)
4. Additional plan review required by changes, additions or revisions to plans \$47.00 per hour<sup>1</sup> (minimum charge – one-half hour)
5. For use of outside consultants for plan checking and inspections, or both actual costs<sup>2</sup>

<sup>1</sup>Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages, and fringe benefits of the employees involved.

<sup>2</sup>Actual costs include administrative and overhead costs.

*\*Building Permits are subject to the State Surcharge*

2. Relocation of structure or building: \$150.00
3. Demolition or removal of structure: \$1.25/1,000 cubic ft; minimum \$50.00

4. Mechanical permit fees

a. Residential Work

Base Fee \$30.00

Gas Piping

\$10.00 \$500 valuation or less (repair or installation)

\$ 6.00 Each additional \$500 cost of repair or installation

Gas or oil fired furnaces or boilers

\$25.00 First 100,000 BTU input or less.

\$ 5.00 Each additional 100,000 input or fraction thereof.

Warm air or hot water heating system

\$30.00 First 100,000 BTU input for construction, installation, alteration, or replacement of each warm air furnace duct work or hot water system per unit.

\$ 6.00 Each additional 100,000 BTU input or fraction thereof.

\$20.00 First 100,000 BTU input per unit on unit heaters

\$ 5.00 Each additional 100,000 BTU input or fraction thereof.

Air conditioning

\$30.00 First 5 tons (60,000 BTU) of air conditioning per unit or of cooling for duct work for air conditioning.

\$ 6.00 Each ton (12,000 BTU) or fraction thereof over first 5 tons for duct work or air conditioning.

Other Items

\$35.00 Wood burning furnace per unit

\$35.00 Swimming pool heater per unit

\$25.00 Air exchanger with duct work per unit

\$25.00 Gas or oil space heater per unit

\$25.00 Gas direct vent heater per unit

\$25.00 Gas fireplace log or heater per unit

\$25.00 Gas hot water heater for domestic hot water

b. Commercial Work

Gas piping, refrigeration, chilled water, pneumatic control, ventilation, exhaust, hot water, steam, and warm air heating systems.

This fee shall be \$50 plus 1-1/4 percent (1.25%) of the total valuation of the work. Value of the work must include the cost of installation, alteration, addition, and repairs, including fans, hoods, HVAC units and heat transfer units, and all labor and materials necessary for installation. In addition, it shall include all material and equipment supplied by other sources when those materials are normally supplied by the contractor.

5. Plumbing Permit Fees.

\$30.00 base fee plus \$7.00 per fixture installed

6. Sewer Connection or Repair \$50.00

7. Water Connection

<u>Meter Size</u>	<u>Fee</u>
3/4"	\$ 62.00
1"	\$ 115.00
1-1/2"	\$ 265.00
2"	\$ 470.00
3"	\$1,080.00

- 8. Street Opening Fee \$25.00 (plus cost of permit)
- 9. Fence Permit Fee \$40.00
- 10. Residential Driveway Permit Fee \$40.00
- 11. Commercial Driveway Permit Fee Subject to Building Permit Fees
- 12. Temporary Sign Permit \$30.00
- 13. Permanent Sign Permit \$50.00
- 14. Dumpster Permit \$ 20.00 (30 days) \$10.00 (14 days)  
(Dumpster permits can be renewed once)

C. **PLANNING FEES\***

<u>Item</u>	<u>Fee</u>
Comprehensive Plan Amendment	\$ 500
Conditional Use Permit	\$ 500
Design Review (when required by code)	\$ 50
Lot Split (one lot into two)	\$ 500
Planned Unit Development	\$ 500
Rezoning/Zoning Amendment	\$ 500
Subdivision (>1 new lot)	\$ 500+ \$ 100.00/lot created
Variance	\$ 500

\*Fee plus actual cost billed by contractors or city consultant fees.

**D. FACILITY RENTAL FEES**

Private use of public facilities is permitted on a space available basis. Reservations and damage deposits are required for private use of the following community facilities. Discounted rates are available for weekly bookings:

**Park and Facility Rental Fees**

<b>Venue</b>	<b>Amenities included in rental</b>	<b>Half Day 9am-3pm 4pm-10pm</b>	<b>Full Day 9am-10pm</b>
<b>Community Park Building and Upper Picnic Area</b> 2050 Roselawn Ave. (corner of Roselawn and Cleveland)	Park Building Full Kitchen (stove, oven, frig/freezer, sink, microwave) Tables and Chairs Inside Bathrooms 2 BBQ Grills 9 Outdoor picnic tables Parking lot (50) and off street parking	-	<b>\$150 plus Tax</b>
<b>East Picnic Area (near playground)</b>	2 Picnic Tables Trash receptacles Portable bathroom Parking lot (50) and off street parking	<b>\$20.00 + Tax</b>	<b>\$35.00 + Tax</b>
<b>Lower Picnic Area (Southwest corner of park)</b>	2 Picnic Tables 1 BBQ Grill Trash receptacles Portable bathroom Parking lot (50) and off street parking	<b>\$20.00 + Tax</b>	<b>\$35.00 + Tax</b>
<b>Curtiss Field Building and Picnic Shelter</b> 1551 W. Iowa Ave.	Park building Inside Bathrooms Playground Basketball hoop and half court 2 picnic tables Portable bathroom Parking lot (10) and off street parking	<b>Not Available</b>	<b>Not Available</b>
<b>Rentals: Play Kit</b>	Play kit variety of balls, frisbees, and other play equipment	<b>\$15.00 + Tax</b>	
<b>Set up/Tear Down</b>		<b>\$25.00</b>	

- \* For park building rentals there is a ~~\$400~~**\$200** damage deposit (or as determined by the City Administrator) required that needs to be made in a separate form than the payment. Deposit will be refunded upon return of the key and inspection of the park building.
- \* Key pick up is two days prior to scheduled event and can be picked up at City Hall Monday –Friday 8:00am-4:30pm, (Summer hours: 7:30am- 5:00pm Monday-Thursday, Friday 7:30am-noon Memorial Day- Labor Day)
- \* Keys can be dropped off at the key box located on the city hall building (near the front doors ) or during City Hall office hours.
- \* Park building rental permits will be issued when payment is received. Holding reservations without payment is not accepted.
- \*If you plan on bringing any equipment (i.e. inflatable devices, dunk tanks etc.) into the park you must disclose this to a city employee during the reservation process. The city may require documentation such as: a hold harmless agreement or certificate of insurance naming the city has an additional insured.

## City Hall Rental Fees

City Hall	Capacity	Rates (3 hours) Hours must fall within half/full hours	Half Day 9am-3pm 4pm-10pm	Full Day 8am-10pm
<b>Council Chambers Full Room (includes kitchen facility)</b>	150 75- Seated	<b>\$115.00</b>	<b>\$175.00</b>	<b>\$250.00</b>
<b>Council Chambers Front Half</b>	75 30 Seated	<b>\$50.00</b>	<b>\$100.00</b>	<b>\$150.00</b>
<b>Council Chambers Back Half</b>	75 30 Seated	<b>\$50.00</b>	<b>\$100.00</b>	<b>\$150.00</b>
<b>Kitchen Facility</b>	10 6 Seated	<b>\$25.00</b>	<b>\$50.00</b>	<b>\$50.00</b>
<b>Conference Room</b>	8 maximum	<b>\$30.00</b>	<b>\$60.00</b>	<b>\$100.00</b>
<b>Set Up Fee Excludes governmental entities</b>		<b>\$25.00</b>		

\* For city hall rentals there is a \$200 damage deposit required that needs to be made in a separate form than the payment. Deposit will be refunded upon return of the key and inspection of the park building.

\* Key pick up is two days prior to scheduled event and can be picked up at City Hall Monday –Friday 8:00am-4:30pm, (Summer hours: 7:30am- 5:00pm Monday-Thursday, Friday 7:30am-noon Memorial Day-Labor Day)

\* Keys can be dropped off at the key box located on the city hall building (near the front doors) or during City Hall office hours.

\* Building rental permits will be issued when payment is received. Holding reservations without payment is not accepted.

\* CITY HALL CANNOT BE RENTED FOR PRIVATE SOCIAL GATHERINGS.



## Field/Court/Rink Rental Fees

You may rent Community Park's soccer field, tennis courts or basketball courts and Curtiss Field's ice rink (seasonal). Discounted rates are available for weekly bookings.

Renters	Fee (3 hr. block time)	Fee Seasonal 3 hr block time April-October Consecutive times in one week	Additional Hours
Resident	\$20+ tax	-	\$10 + tax
Non Resident	\$30+ tax	-	\$10 + tax
Youth Organizations ages 2-18 (must be open to serving residents of Falcon Heights)	\$20+ tax	2 day: \$35 3 day: \$50 4 days: \$65 5 days or more: \$80	\$10 + tax
Adult Organizations	\$30+ tax	2 day: \$40 3 day: \$55 4 days: \$70 5 days or more: \$85	\$10 + tax
Striping a soccer field	At City Cost	case by case basis	

**Fees apply only for games and practices. Tournaments or special events/services are subject to additional fees.**

**Field rental permits will be issued when payment is received.**

**Disclaimer:**

All short term rentals (1-5 times) entitle the customer to use of the field as is: anything additional will be the customer's responsibility (i.e. striping the field or providing bases.) Special request of services will be dealt with on a case by case basis and may include extra fees. All requests should be discussed with the Parks and Recreation Department at 651-792-7617.

## **E. FACILITY USE BY PUBLIC SERVICE ORGANIZATIONS**

1. Public facilities are available for use on a reservation basis.
2. The following shall be allowed use of public facilities but set up/tear down fees apply:
  - a. Specifically listed local organizations:
    - League of Women Voters
    - Senior Citizen Groups (Falconeers, Roseville Area Seniors)
    - Ramsey County League of Local Governments
    - League of Minnesota Cities/Association of Metropolitan Municipalities
    - Watershed management organizations
    - Scouts, Brownie Troops, 4-H, Campfire
    - Neighborhood Groups (e.g. Grove Association, Maple Knoll Courtyard Homeowner's Association)
    - 55 Alive Mature Driving Class
    - Cable Commission
    - Developers when presenting to neighbors
    - Legislators for informational (non-campaign) meetings, except after the filing date and before the November election of a legislative election year unless requested by a majority of the city council
    - Northwest Youth and Family Service
    - Lauderdale and Falcon Heights Lions Club
    - Roseville Rotary Club
    - Party Precinct caucuses, legislated district conventions and county conventions under the requirements of MN State Statute 202A.192
    - AARP Tax Services
    - Hobby groups or clubs that meet the following criteria:
      - Falcon Heights based (A minimum of 25% of on-going members or participants are Falcon Heights residents).
      - Non-profit
      - Open membership
      - Founded on a hobby
      - Actively reaches out to include people of different ages, especially youth, to encourage intergenerational exchanges of information
      - Encourages a community service and/or benefit component
    - Falcon Heights neighborhood or community groups whose activities are open to all and for the sole purpose of developing, fostering and strengthening neighborhood and community well-being.
  - b. Any organization that meets the above guidelines yet uses a facility more than twice a year shall be charged \$100 per year.
  - c. The organization or group cannot be a private, business, political, or religious organization.
  - d. Any organization denied free use under this policy as defined in this section may appeal to the city council.

**F. MISCELLANEOUS FEES.**

<u>Item</u>	<u>Fee</u>
Agendas (Council or Planning) <sup>1</sup>	\$15.00/year
City Council Minutes <sup>1</sup>	\$35.00/year
Planning Commission Minutes <sup>1</sup>	\$20.00/year
Single copies	\$ .25 + <u>tax</u> /page for first 100 pages
Assessment search	\$20.00
Maps	\$ 6.50
Open burning permit (no charge for recreational fires)	\$25.00
Returned Check Fee	\$25.00

<sup>1</sup> The charges apply only when hard copies are mailed. These documents can be viewed free of charge on the website or at City Hall.

**G. FALSE ALARM FEES**

1. Fire False Alarms

\$175.00 for second false alarm and \$225.00 for the third and all subsequent false alarms at an address within one calendar year.

2. Security False Alarms

\$60.00 for second call and \$75.00 for the third and each subsequent false alarm at an address within one calendar year.

3. Penalties and Assessment

Penalties for late payment and assessment of unpaid fees are the same as stipulated for unpaid utility fees in the city code.

**H. VEHICLE EMERGENCY RESPONSE**

The fee for emergency personnel response to accidents is \$350.00/vehicle.

**I. PARKING FEES**

<u>Item</u>	<u>Fee</u>
Application fee to designate "residential area" permit parking	\$ 200.00
Annual residential area parking permits	
First two vehicles	\$ 15.00/vehicle
Third and subsequent vehicles	\$ 25.00/vehicle
Lost permit replacement	\$5.00
Temporary parking permit (up to 3 weeks)	\$ 3.00/vehicle
Temporary parking permit for 5 or more vehicles for a one-time/ one-day event	\$ 25.00/event
Mobile Storage Structure (up to 72 hours)	\$ 10.00

**J. RENTAL HOUSING RE-INSPECTIONS**

\$50.00 for third and subsequent inspections

**K. SANITARY SEWER**

The sanitary sewer fee for residential units is ~~\$31.75~~ \$33.25 per quarter plus ~~\$0.0207896~~ \$0.0217667 per cubic foot of water usage during the months of November – January. For apartment units, the rate will be ~~\$31.75~~ \$33.25/unit/quarter plus ~~\$0.0207896~~ \$0.217667 per cubic foot of water used in November. For residential units, this will serve as the maximum fee for other quarters throughout the year, but the actual amount billed may be lower depending on water usage. For commercial units, the fee is ~~\$0.0207896~~ \$0.0217667 per cubic foot of water usage during each month.

**L. STORM DRAINAGE**

The fee for storm drainage is ~~\$22.00~~ \$23.75 per quarter for residential units and ~~\$205.32~~ \$219.28 per acre for commercial and apartment units.

**M. HYDRANT WATER**

The fee for hydrant water is 6% surcharge of the water bill.

**N. RECYCLING**

The recycling charge is \$9.75 per quarter for residential units.

**O. STREET LIGHTING**

The street lighting fee is \$6.00 per quarter for residential units and \$0.02 per lineal foot frontage for commercial properties monthly.

**P. FEES FOR UNSPECIFIED REQUESTS**

A private party or public institution (hereinafter applicant) making a request to the City for approval of a project or for public assistance must cover the City's consultants' costs associated with reviewing the request. Prior to having the request considered by the City, the applicant must deposit an escrow fee in an amount that is estimated to cover the City's consultants' costs as determined by the City Administrator. If the City's consultants' costs exceed the initial escrow deposited by the applicant, an additional escrow fee will be required to cover the additional costs. The City shall use the applicant's fees to cover the City's actual consultants' costs in reviewing the request regardless of the City's action on the applicant's request. If the applicant's escrow fees exceed the City's actual consultants' costs for reviewing the request, the remaining escrow fees shall be refunded to the applicant.

**Q. SNOW AND ICE REMOVAL**

\$100/Hour with a minimum of \$100

**CITY OF FALCON HEIGHTS  
COUNCIL RESOLUTION**

December 14, 2016

No. 16-43

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**A RESOLUTION APPROVING THE 2017 CITY FEE SCHEDULE**

**WHEREAS**, City Staff reviews the fee schedule to make sure that the fee reflects staff cost and that the fee is competitive;

**WHEREAS**, the recommended changes are reflected on the attached 2017 Proposed City Fee Schedule labeled as "Exhibit A".

**NOW THEREFORE BE IT RESOLVED** by the City Council of the City of Falcon Heights, Minnesota approves the 2017 Fee Schedule as attached as "Exhibit A".

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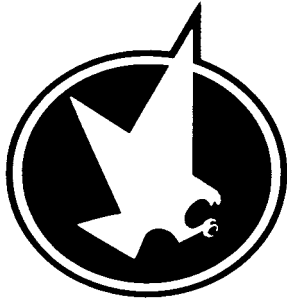
Moved by:

Approved by: \_\_\_\_\_  
Peter Lindstrom  
Mayor

LINDSTROM        \_\_\_\_\_    In Favor  
BROWN THUNDER  
HARRIS            \_\_\_\_\_    Against  
FISCHER  
GUSTAFSON

Attested by: \_\_\_\_\_  
Sack Thongvanh  
City Administrator

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## REQUEST FOR COUNCIL ACTION

<b>Meeting Date</b>	December 14, 2016
<b>Agenda Item</b>	Consent F4
<b>Attachment</b>	N/A
<b>Submitted By</b>	Sack Thongvanh, City Administrator

<b>Item</b>	Designation of 2017 Prosecuting Attorney
<b>Description</b>	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.
<b>Budget Impact</b>	The monthly retainer will not change and has been included in the 2017 operating budget.
<b>Attachment(s)</b>	N/A
<b>Action(s) Requested</b>	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 2017.

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## REQUEST FOR COUNCIL ACTION

<b>Meeting Date</b>	December 14, 2016
<b>Agenda Item</b>	Consent F5
<b>Attachment</b>	N/A
<b>Submitted By</b>	Sack Thongvanh, City Administrator

<b>Item</b>	Appointment of City Attorney
<b>Description</b>	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.
<b>Budget Impact</b>	Funds have been allocated in the 2017 Budget.
<b>Attachment(s)</b>	N/A
<b>Action(s) Requested</b>	Staff recommends that the Falcon Heights City Council approve the law firm of Campbell Knutson, P.A. for civil legal services for 2017.

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## REQUEST FOR COUNCIL ACTION

<b>Meeting Date</b>	December 14, 2016
<b>Agenda Item</b>	Consent F6
<b>Attachment</b>	N/A
<b>Submitted By</b>	Sack Thongvanh, City Administrator

<b>Item</b>	Appointment of City Engineer
<b>Description</b>	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 City Engineer, Jesse Freihammer, as the City Engineer for 2017.
<b>Budget Impact</b>	Funds have been allocated in the 2017 Budget.
<b>Attachment(s)</b>	N/A
<b>Action(s) Requested</b>	Staff recommends the approval of Jesse Freihammer and the City of Roseville Engineering Department as City of Falcon Heights' Engineer for 2017.

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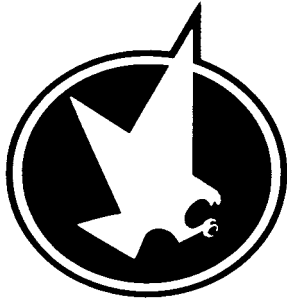
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## REQUEST FOR COUNCIL ACTION

<b>Meeting Date</b>	December 14, 2016
<b>Agenda Item</b>	Consent F7
<b>Attachment</b>	N/A
<b>Submitted By</b>	Sack Thongvanh, City Administrator

<b>Item</b>	Appointment of City Auditor
<b>Description</b>	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.
<b>Budget Impact</b>	Funds have been allocated in the 2017 Budget.
<b>Attachment(s)</b>	
<b>Action(s) Requested</b>	Staff recommends the approval of KDV, Kern-DeWenter-Viere, as the City Auditor for 2017.

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## REQUEST FOR COUNCIL ACTION

<b>Meeting Date</b>	December 14, 2016
<b>Agenda Item</b>	Consent F8
<b>Attachment</b>	N/A
<b>Submitted By</b>	Sack Thongvanh, City Administrator

<b>Item</b>	Designation of Official Newspaper
<b>Description</b>	<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 2017 for the following reasons.</p> <ul style="list-style-type: none"> <li>· The Roseville Review circulates to most households in Falcon Heights.</li> <li>· 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.</li> </ul>
<b>Budget Impact</b>	Funds have been allocated in the 2017 Budget for any costs associated with public notices.
<b>Attachment(s)</b>	N/A
<b>Action(s) Requested</b>	Designate the Roseville Review as the City's legal newspaper for 2017.

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## REQUEST FOR COUNCIL ACTION

<b>Meeting Date</b>	December 14, 2016
<b>Agenda Item</b>	Consent F9
<b>Attachment</b>	N/A
<b>Submitted By</b>	Sack Thongvanh, City Administrator

<b>Item</b>	2017 Cost of Living Adjustments (COLA)
<b>Description</b>	As part of the 2017 Budget process, employee salaries are adjusted based on various factors, one of which is a cost-of-living adjustment (COLA). Incorporated into the approved 2017 budget is a 3% increase for all employees, including the City Administrator.
<b>Budget Impact</b>	The 3% COLA is incorporated into the approved 2017 Budget.
<b>Attachment(s)</b>	
<b>Action(s) Requested</b>	Staff recommends that the Falcon Heights City Council approve a 3% cost of living adjustment for all city employees for 2017 as reflected in the approved 2017 Budget.

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## REQUEST FOR COUNCIL ACTION

<b>Meeting Date</b>	December 14, 2016
<b>Agenda Item</b>	Consent F10
<b>Attachment</b>	N/A
<b>Submitted By</b>	Roland Olson, Finance Director

<b>Item</b>	2016 Year End Budget Amendment and Transfers										
<b>Description</b>	<p>Sometimes, at the end of the year, budget amendments and transfer of funds need to be made to improve the financial statements for year end. Staff recommends the following amendments and transfer of funds.</p> <p>The Infrastructure Fund #419 includes engineering expenses for the 2017 street project that was not budgeted in the 2016 budget. Staff recommends increasing the budget line item 419-4419-92059 for the 2017 street project by 40,000 to allow for current expenditures and any projected engineering expenses yet to be completed in 2016.</p> <p>In the Parks/PW Capital Fund (403) there is a portion of the fund that holds restrictive funds from park dedication fees and friends of the park donations. During 2016 a new rooftop furnace unit and four outside entrance doors to city hall needed to be replaced. The unrestricted portion of the fund needs to be replenished. Staff recommends transferring \$40,000 from Sanitary Sewer to the Parks/PW Capital fund with the following accounts and budget amendments:</p> <table border="1" data-bbox="334 1318 1523 1444"> <thead> <tr> <th>Fund Name</th> <th>Fund Number</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>Parks/Public Works</td> <td>403-39200-000</td> <td>\$40,000</td> </tr> <tr> <td>Sanitary Sewer</td> <td>601-4601-97000</td> <td>\$40,000</td> </tr> </tbody> </table>		Fund Name	Fund Number	Amount	Parks/Public Works	403-39200-000	\$40,000	Sanitary Sewer	601-4601-97000	\$40,000
Fund Name	Fund Number	Amount									
Parks/Public Works	403-39200-000	\$40,000									
Sanitary Sewer	601-4601-97000	\$40,000									
<b>Budget Impact</b>	Amend budget line item amounts as listed above. Budget and approve a transfer of funds from Sanitary Sewer to Parks/PW capital										
<b>Attachment(s)</b>	NA										

<b>Action(s) Requested</b>	Staff recommends amending the budget line items as recommended above. Staff recommends approving a transfer of funds from Sanitary Sewer to Parks/PW capital account to maintain the required restrictive fund portion of the fund.
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## REQUEST FOR COUNCIL ACTION

<b>Meeting Date</b>	December 14, 2016
<b>Agenda Item</b>	Consent F11
<b>Attachment</b>	Resolution & Agreements
<b>Submitted By</b>	Sack Thongvanh, City Administrator

<b>Item</b>	Bureau of Criminal Apprehension (BCA) Joint Powers Agreement
<b>Description</b>	<p>The Minnesota Bureau of Criminal Apprehension (BCA) has requested that the City of Falcon Heights adopt a new Joint Powers Agreement (JPA). These agreements are for five year periods and are required by state statute.</p> <p>For the most part this agreement is simply to meet statutory requirements since all of our dealings with the BCA are conducted through the St. Anthony Police Department, which has their own JPA.</p>
<b>Budget Impact</b>	None
<b>Attachment(s)</b>	<ul style="list-style-type: none"> <li>· Resolution 16-44 Approving the State of MN Joint Powers Agreements with the City of Falcon Heights on Behalf of its City Attorney</li> <li>· Court Data Services Subscriber Amendment to CJDN Subscriber Agreement</li> <li>· State of MN Joint Powers Agreement Authorized Agency</li> </ul>
<b>Action(s) Requested</b>	Staff recommends that the Falcon Heights City Council adopt attached resolution approving a Joint Powers Agreement with the Bureau of Criminal Apprehension and authorize the City Administrator and Mayor to sign all necessary documents.

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**CITY OF FALCON HEIGHTS  
COUNCIL RESOLUTION**

December 14, 2016

No. 16-44

-----  
**RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS  
AGREEMENTS WITH THE CITY OF FALCON HEIGHTS ON BEHALF OF ITS CITY  
ATTORNEY**

WHEREAS, the City of Falcon Heights on behalf of its Prosecuting Attorney desires to enter into Joint Powers Agreements with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to use systems and tools available over the State’s criminal justice data communications network for which the City is eligible. The Joint Powers Agreement further provide the City with the ability to add, modify and delete connectivity, systems and tools over the five-year life of the agreement and obligates the City to pay the costs for the network connection.

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

1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the City of Falcon Heights on behalf of its Prosecuting Attorney, are hereby approved. Copies of the Joint Powers Agreement is attached to this Resolution and made a part of it.
2. That the Prosecuting Attorney, Katrina Joseph, or his or her successor, is designated the Authorized Representative for the Prosecuting Attorney. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City’s connection to the systems and tools offered by the State.

To assist the Authorized Representative with the administration of the agreement, Sack Thongvanh, City Administrator is appointed as the Authorized Representative’s designee.

3. That Peter Lindstrom, the Mayor for the City of Falcon Heights, and Sack Thongvanh, the City Administrator/City Clerk, are authorized to sign the State of Minnesota Joint Powers Agreements.

Passed and Adopted by the Council on this 14th day of December, 2016.

Moved by:

Approved by: \_\_\_\_\_

Peter Lindstrom  
Mayor

LINDSTROM \_\_\_\_\_ In Favor  
BROWN THUNDER \_\_\_\_\_  
HARRIS \_\_\_\_\_ Against  
GUSTAFSON \_\_\_\_\_  
FISCHER \_\_\_\_\_

Attested by: \_\_\_\_\_

Sack Thongvanh  
City Administrator

# COURT DATA SERVICES SUBSCRIBER AMENDMENT TO CJDN SUBSCRIBER AGREEMENT

This Court Data Services Subscriber Amendment (“Subscriber Amendment”) is entered into by the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension, (“BCA”) and the City of Falcon Heights on behalf of its Prosecuting Attorney (“Agency”), and by and for the benefit of the State of Minnesota acting through its State Court Administrator’s Office (“Court”) who shall be entitled to enforce any provisions hereof through any legal action against any party.

## Recitals

This Subscriber Amendment modifies and supplements the Agreement between the BCA and Agency, SWIFT Contract number 117723, of even or prior date, for Agency use of BCA systems and tools (referred to herein as “the CJDN Subscriber Agreement”). Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes this Subscriber Amendment. The Agency desires to use one or more BCA systems and tools to access and/or submit Court Records to assist the Agency in the efficient performance of its duties as required or authorized by law or court rule. Court desires to permit such access and/or submission. This Subscriber Amendment is intended to add Court as a party to the CJDN Subscriber Agreement and to create obligations by the Agency to the Court that can be enforced by the Court. It is also understood that, pursuant to the Master Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA, the BCA is authorized to sign this Subscriber Amendment on behalf of Court. Upon execution the Subscriber Amendment will be incorporated into the CJDN Subscriber Agreement by reference. The BCA, the Agency and the Court desire to amend the CJDN Subscriber Agreement as stated below.

The CJDN Subscriber Agreement is amended by the addition of the following provisions:

1. **TERM; TERMINATION; ONGOING OBLIGATIONS.** This Subscriber Amendment shall be effective on the date finally executed by all parties and shall remain in effect until expiration or termination of the CJDN Subscriber Agreement unless terminated earlier as provided in this Subscriber Amendment. Any party may terminate this Subscriber Amendment with or without cause by giving written notice to all other parties. The effective date of the termination shall be thirty days after the other party's receipt of the notice of termination, unless a later date is specified in the notice. The provisions of sections 5 through 9, 12.b., 12.c., and 15 through 24 shall survive any termination of this Subscriber Amendment as shall any other provisions which by their nature are intended or expected to survive such termination. Upon termination, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

2. **Definitions.** Unless otherwise specifically defined, each term used herein shall have the meaning assigned to such term in the CJDN Subscriber Agreement.



a. **“Authorized Court Data Services”** means Court Data Services that have been authorized for delivery to CJDN Subscribers via BCA systems and tools pursuant to an Authorization Amendment to the Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA.

b. **“Court Data Services”** means one or more of the services set forth on the Justice Agency Resource webpage of the Minnesota Judicial Branch website (for which the current address is [www.courts.state.mn.us](http://www.courts.state.mn.us)) or other location designated by the Court, as the same may be amended from time to time by the Court.

c. **“Court Records”** means all information in any form made available by the Court to Subscriber through the BCA for the purposes of carrying out this Subscriber Amendment, including:

- i. **“Court Case Information”** means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information, as defined herein.
- ii. **“Court Confidential Case Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.
- iii. **“Court Confidential Security and Activation Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.
- iv. **“Court Confidential Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.

d. **“DCA”** shall mean the district courts of the state of Minnesota and their respective staff.

e. **“Policies & Notices”** means the policies and notices published by the Court in connection with each of its Court Data Services, on a website or other location designated by the Court, as the same may be amended from time to time by the Court. Policies & Notices for each Authorized Court Data Service identified in an approved request form under section 3, below, are hereby made part of this Subscriber Amendment by this reference and provide additional terms and conditions that govern Subscriber’s use of Court Records accessed through such services, including but not limited to provisions on access and use limitations.

**f.** “**Rules of Public Access**” means the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time, including without limitation lists or tables published from time to time by the Court entitled *Limits on Public Access to Case Records or Limits on Public Access to Administrative Records*, all of which by this reference are made a part of this Subscriber Amendment. It is the obligation of Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. It is contemplated that such rules, lists, and tables will be posted on the Minnesota Judicial Branch website, for which the current address is [www.courts.state.mn.us](http://www.courts.state.mn.us).

**g.** “**Court**” shall mean the State of Minnesota, State Court Administrator's Office.

**h.** “**Subscriber**” shall mean the Agency.

**i.** “**Subscriber Records**” means any information in any form made available by the Subscriber to the Court for the purposes of carrying out this Subscriber Amendment.

**3. REQUESTS FOR AUTHORIZED COURT DATA SERVICES.** Following execution of this Subscriber Amendment by all parties, Subscriber may submit to the BCA one or more separate requests for Authorized Court Data Services. The BCA is authorized in the Master Authorization Agreement to process, credential and approve such requests on behalf of Court and all such requests approved by the BCA are adopted and incorporated herein by this reference the same as if set forth verbatim herein.

**a. Activation.** Activation of the requested Authorized Court Data Service(s) shall occur promptly following approval.

**b. Rejection.** Requests may be rejected for any reason, at the discretion of the BCA and/or the Court.

**c. Requests for Termination of One or More Authorized Court Data Services.** The Subscriber may request the termination of an Authorized Court Data Services previously requested by submitting a notice to Court with a copy to the BCA. Promptly upon receipt of a request for termination of an Authorized Court Data Service, the BCA will deactivate the service requested. The termination of one or more Authorized Court Data Services does not terminate this Subscriber Amendment. Provisions for termination of this Subscriber Amendment are set forth in section 1. Upon termination of Authorized Court Data Services, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

**4. SCOPE OF ACCESS TO COURT RECORDS LIMITED.** Subscriber’s access to and/or submission of the Court Records shall be limited to Authorized Court Data Services identified in an approved request form under section 3, above, and other Court Records necessary for Subscriber to use Authorized Court Data Services. Authorized Court Data Services shall only be used according to the instructions provided in corresponding Policies & Notices or other materials and only as necessary to assist Subscriber in the efficient performance of Subscriber’s duties

required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body. Subscriber's access to the Court Records for personal or non-official use is prohibited. Subscriber will not use or attempt to use Authorized Court Data Services in any manner not set forth in this Subscriber Amendment, Policies & Notices, or other Authorized Court Data Services documentation, and upon any such unauthorized use or attempted use the Court may immediately terminate this Subscriber Amendment without prior notice to Subscriber.

**5. GUARANTEES OF CONFIDENTIALITY.** Subscriber agrees:

**a.** To not disclose Court Confidential Information to any third party except where necessary to carry out the Subscriber's duties as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body.

**b.** To take all appropriate action, whether by instruction, agreement, or otherwise, to insure the protection, confidentiality and security of Court Confidential Information and to satisfy Subscriber's obligations under this Subscriber Amendment.

**c.** To limit the use of and access to Court Confidential Information to Subscriber's bona fide personnel whose use or access is necessary to effect the purposes of this Subscriber Amendment, and to advise each individual who is permitted use of and/or access to any Court Confidential Information of the restrictions upon disclosure and use contained in this Subscriber Amendment, requiring each individual who is permitted use of and/or access to Court Confidential Information to acknowledge in writing that the individual has read and understands such restrictions. Subscriber shall keep such acknowledgements on file for one year following termination of the Subscriber Amendment and/or CJDN Subscriber Agreement, whichever is longer, and shall provide the Court with access to, and copies of, such acknowledgements upon request. For purposes of this Subscriber Amendment, Subscriber's bona fide personnel shall mean individuals who are employees of Subscriber or provide services to Subscriber either on a voluntary basis or as independent contractors with Subscriber.

**d.** That, without limiting section 1 of this Subscriber Amendment, the obligations of Subscriber and its bona fide personnel with respect to the confidentiality and security of Court Confidential Information shall survive the termination of this Subscriber Amendment and the CJDN Subscriber Agreement and the termination of their relationship with Subscriber.

**e.** That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Subscriber and Subscriber's bona fide personnel under this Subscriber Amendment, such obligations of Subscriber and Subscriber's bona fide personnel are founded independently on the provisions of this Subscriber Amendment.

**6. APPLICABILITY TO PREVIOUSLY DISCLOSED COURT RECORDS.** Subscriber acknowledges and agrees that all Authorized Court Data Services and related Court Records disclosed to Subscriber prior to the effective date of this Subscriber Amendment shall be subject to the provisions of this Subscriber Amendment.

**7. LICENSE AND PROTECTION OF PROPRIETARY RIGHTS.** During the term of this Subscriber Amendment, subject to the terms and conditions hereof, the Court hereby grants to Subscriber a nonexclusive, nontransferable, limited license to use Court Data Services Programs and Court Data Services Databases to access or receive the Authorized Court Data Services identified in an approved request form under section 3, above, and related Court Records. Court reserves the right to make modifications to the Authorized Court Data Services, Court Data Services Programs, and Court Data Services Databases, and related materials without notice to Subscriber. These modifications shall be treated in all respects as their previous counterparts.

**a. Court Data Services Programs.** Court is the copyright owner and licensor of the Court Data Services Programs. The combination of ideas, procedures, processes, systems, logic, coherence and methods of operation embodied within the Court Data Services Programs, and all information contained in documentation pertaining to the Court Data Services Programs, including but not limited to manuals, user documentation, and passwords, are trade secret information of Court and its licensors.

**b. Court Data Services Databases.** Court is the copyright owner and licensor of the Court Data Services Databases and of all copyrightable aspects and components thereof. All specifications and information pertaining to the Court Data Services Databases and their structure, sequence and organization, including without limitation data schemas such as the Court XML Schema, are trade secret information of Court and its licensors.

**c. Marks.** Subscriber shall neither have nor claim any right, title, or interest in or use of any trademark used in connection with Authorized Court Data Services, including but not limited to the marks “MNCIS” and “Odyssey.”

**d. Restrictions on Duplication, Disclosure, and Use.** Trade secret information of Court and its licensors will be treated by Subscriber in the same manner as Court Confidential Information. In addition, Subscriber will not copy any part of the Court Data Services Programs or Court Data Services Databases, or reverse engineer or otherwise attempt to discern the source code of the Court Data Services Programs or Court Data Services Databases, or use any trademark of Court or its licensors, in any way or for any purpose not specifically and expressly authorized by this Subscriber Amendment. As used herein, "trade secret information of Court and its licensors" means any information possessed by Court which derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Trade secret information of Court and its licensors" does not, however, include information which was known to Subscriber prior to Subscriber's receipt thereof, either directly or indirectly, from Court or its licensors, information which is independently developed by Subscriber without reference to or use of information received from Court or its licensors, or information which would not qualify as a trade secret under Minnesota law. It will not be a violation of this section 7, sub-section d, for Subscriber to make up to one copy of training materials and configuration documentation, if any, for each individual authorized to access, use, or configure Authorized Court Data Services, solely for its own use in connection with this Subscriber Amendment. Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of Court and its licensors and Subscriber will advise its bona fide personnel who are permitted access to any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of Court and its licensors, of the restrictions upon duplication, disclosure and use contained in this Subscriber Amendment.

**e. Proprietary Notices.** Subscriber will not remove any copyright or proprietary notices included in and/or on the Court Data Services Programs or Court Data Services Databases, related documentation, or trade secret information of Court and its licensors, or any part thereof, made available by Court directly or through the BCA, if any, and Subscriber will include in and/or on any copy of the Court Data Services Programs or Court Data Services Databases, or trade secret information of Court and its licensors and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made available to Subscriber by Court directly or through the BCA, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

**f. Title; Return.** The Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration material, if any, and logon account information and passwords, if any, made available by the Court to Subscriber directly or through the BCA and all copies, including partial copies, thereof are and remain the property of the respective licensor. Except as expressly provided in section 12.b., within ten days of the effective date of termination of this Subscriber Amendment or the CJDN Subscriber Agreement or within ten days of a request for termination of Authorized Court Data Service as described in section 4, Subscriber shall either: (i) uninstall and return any and all copies of the applicable Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration materials, if any, and logon account information, if any; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

**8. INJUNCTIVE RELIEF.** Subscriber acknowledges that the Court, Court's licensors, and DCA will be irreparably harmed if Subscriber's obligations under this Subscriber Amendment are not specifically enforced and that the Court, Court's licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Subscriber of its obligations. Therefore, Subscriber agrees that the Court, Court's licensors, and DCA shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Subscriber or its bona fide personnel without the necessity of the Court, Court's licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota, Subscriber shall be liable to the Court, Court's licensors, and DCA for reasonable attorneys fees incurred by the Court, Court's licensors, and DCA in obtaining any relief pursuant to this Subscriber Amendment.

**9. LIABILITY.** Subscriber and the Court agree that, except as otherwise expressly provided herein, each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the Court and any Subscriber that is an office, officer, agency, department, division, or bureau of the state of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law. Without limiting the foregoing, if Subscriber is a political subdivision of the state of Minnesota, liability of the Subscriber shall be governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law. Subscriber and Court further acknowledge that the liability, if any, of the BCA is governed by a separate agreement between the Court and the BCA dated December 13, 2010 with DPS-M -0958.

**10. AVAILABILITY.** Specific terms of availability shall be established by the Court and communicated to Subscriber by the Court and/or the BCA. The Court reserves the right to terminate this Subscriber Amendment immediately and/or temporarily suspend Subscriber's Authorized Court Data Services in the event the capacity of any host computer system or legislative appropriation of funds is determined solely by the Court to be insufficient to meet the computer needs of the courts served by the host computer system.

**11.** [reserved]

**12. ADDITIONAL USER OBLIGATIONS.** The obligations of the Subscriber set forth in this section are in addition to the other obligations of the Subscriber set forth elsewhere in this Subscriber Amendment.

**a. Judicial Policy Statement.** Subscriber agrees to comply with all policies identified in Policies & Notices applicable to Court Records accessed by Subscriber using Authorized Court Data Services. Upon failure of the Subscriber to comply with such policies, the Court shall have the option of immediately suspending the Subscriber's Authorized Court Data Services on a temporary basis and/or immediately terminating this Subscriber Amendment.

**b. Access and Use; Log.** Subscriber shall be responsible for all access to and use of Authorized Court Data Services and Court Records by Subscriber's bona fide personnel or by means of Subscriber's equipment or passwords, whether or not Subscriber has knowledge of or authorizes such access and use. Subscriber shall also maintain a log identifying all persons to whom Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Subscriber shall maintain such logs for a minimum period of six years from the date of disclosure, and shall provide the Court with access to, and copies of, such logs upon request. The Court may conduct audits of Subscriber's logs and use of Authorized Court Data Services and Court Records from time to time. Upon Subscriber's failure to maintain such logs, to maintain accurate logs, or to promptly provide access by the Court to such logs, the Court may terminate this Subscriber Amendment without prior notice to Subscriber.

**c. Personnel.** Subscriber agrees to investigate, at the request of the Court and/or the BCA, allegations of misconduct pertaining to Subscriber's bona fide personnel having access to or use of Authorized Court Data Services, Court Confidential Information, or trade secret information of the Court and its licensors where such persons are alleged to have violated the provisions of this Subscriber Amendment, Policies & Notices, Judicial Branch policies, or other security requirements or laws regulating access to the Court Records.

**d. Minnesota Data Practices Act Applicability.** If Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, Subscriber acknowledges and agrees that: (1) the Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court; (2) Minn. Stat. section 13.03, subdivision 4(e) requires that Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided via the

BCA systems and tools under this Subscriber Amendment; (3) the use of and access to Court Records may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law; and (4) these applicable restrictions must be followed in the appropriate circumstances.

**13. FEES; INVOICES.** Unless the Subscriber is an office, officer, department, division, agency, or bureau of the state of Minnesota, Subscriber shall pay the fees, if any, set forth in applicable Policies & Notices, together with applicable sales, use or other taxes. Applicable monthly fees commence ten (10) days after notice of approval of the request pursuant to section 3 of this Subscriber Amendment or upon the initial Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the Court shall invoice Subscriber on a monthly basis for charges incurred in the preceding month and applicable taxes, if any, and payment of all amounts shall be due upon receipt of invoice. If all amounts are not paid within 30 days of the date of the invoice, the Court may immediately cancel this Subscriber Amendment without notice to Subscriber and pursue all available legal remedies. Subscriber certifies that funds have been appropriated for the payment of charges under this Subscriber Amendment for the current fiscal year, if applicable.

**14. MODIFICATION OF FEES.** Court may modify the fees by amending the Policies & Notices as provided herein, and the modified fees shall be effective on the date specified in the Policies & Notices, which shall not be less than thirty days from the publication of the Policies & Notices. Subscriber shall have the option of accepting such changes or terminating this Subscriber Amendment as provided in section 1 hereof.

**15. WARRANTY DISCLAIMERS.**

**a. WARRANTY EXCLUSIONS.** EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, COURT, COURT'S LICENSORS, AND DCA MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, NOR ARE ANY WARRANTIES TO BE IMPLIED, WITH RESPECT TO THE INFORMATION, SERVICES OR COMPUTER PROGRAMS MADE AVAILABLE UNDER THIS AGREEMENT.

**b. ACCURACY AND COMPLETENESS OF INFORMATION.** WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, COURT'S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS.

**16. RELATIONSHIP OF THE PARTIES.** Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, Court's licensors, or DCA. Neither Subscriber nor the Court, Court's licensors, or DCA shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.

**17. NOTICE.** Except as provided in section 2 regarding notices of or modifications to Authorized Court Data Services and Policies & Notices, any notice to Court or Subscriber

hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.

**18. NON-WAIVER.** The failure by any party at any time to enforce any of the provisions of this Subscriber Amendment or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Subscriber Amendment. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

**19. FORCE MAJEURE.** Neither Subscriber nor Court shall be responsible for failure or delay in the performance of their respective obligations hereunder caused by acts beyond their reasonable control.

**20. SEVERABILITY.** Every provision of this Subscriber Amendment shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Subscriber Amendment so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Subscriber Amendment, and all other provisions shall remain in full force and effect.

**21. ASSIGNMENT AND BINDING EFFECT.** Except as otherwise expressly permitted herein, neither Subscriber nor Court may assign, delegate and/or otherwise transfer this Subscriber Amendment or any of its rights or obligations hereunder without the prior written consent of the other. This Subscriber Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any other legal entity into, by or with which Subscriber may be merged, acquired or consolidated.

**22. GOVERNING LAW.** This Subscriber Amendment shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota.

**23. VENUE AND JURISDICTION.** Any action arising out of or relating to this Subscriber Amendment, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.

**24. INTEGRATION.** This Subscriber Amendment contains all negotiations and agreements between the parties. No other understanding regarding this Subscriber Amendment, whether written or oral, may be used to bind either party, provided that all terms and conditions of the CJDN Subscriber Agreement and all previous amendments remain in full force and effect except as supplemented or modified by this Subscriber Amendment.

IN WITNESS WHEREOF, the Parties have, by their duly authorized officers, executed this Subscriber Amendment in duplicate, intending to be bound thereby.



**1. SUBSCRIBER (AGENCY)**

Subscriber must attach written verification of authority to sign on behalf of and bind the entity, such as an opinion of counsel or resolution.

Name: \_\_\_\_\_  
(PRINTED)

Signed: \_\_\_\_\_

Title: \_\_\_\_\_  
(with delegated authority)

Date: \_\_\_\_\_

Name: \_\_\_\_\_  
(PRINTED)

Signed: \_\_\_\_\_

Title: \_\_\_\_\_  
(with delegated authority)

Date: \_\_\_\_\_

**2. DEPARTMENT OF PUBLIC SAFETY,  
BUREAU OF CRIMINAL APPREHENSION**

Name: \_\_\_\_\_  
(PRINTED)

Signed: \_\_\_\_\_

Title: \_\_\_\_\_  
(with delegated authority)

Date: \_\_\_\_\_

**3. COMMISSIONER OF ADMINISTRATION**  
delegated to Materials Management Division

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

Date: \_\_\_\_\_

**4. COURTS**

Authority granted to Bureau of Criminal Apprehension

Name: \_\_\_\_\_  
(PRINTED)

Signed: \_\_\_\_\_

Title: \_\_\_\_\_  
(with authorized authority)

Date: \_\_\_\_\_

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**STATE OF MINNESOTA  
JOINT POWERS AGREEMENT  
AUTHORIZED AGENCY**

This agreement is between the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension ("BCA") and the City of Falcon Heights on behalf of its Prosecuting Attorney ("Agency").

**Recitals**

Under Minn. Stat. § 471.59, the BCA and the Agency are empowered to engage in those agreements that are necessary to exercise their powers. Under Minn. Stat. § 299C.46 the BCA must provide a criminal justice data communications network to benefit authorized agencies in Minnesota. The Agency is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in this agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit authorized agencies in performing their duties. Agency wants to access these data in support of its official duties.

The purpose of this Agreement is to create a method by which the Agency has access to those systems and tools for which it has eligibility, and to memorialize the requirements to obtain access and the limitations on the access.

**Agreement**

**1 Term of Agreement**

- 1.1 Effective date:** This Agreement is effective on the date the BCA obtains all required signatures under Minn. Stat. § 16C.05, subdivision 2.
- 1.2 Expiration date:** This Agreement expires five years from the date it is effective.

**2 Agreement between the Parties**

**2.1 General access.** BCA agrees to provide Agency with access to the Minnesota Criminal Justice Data Communications Network (CJDN) and those systems and tools which the Agency is authorized by law to access via the CJDN for the purposes outlined in Minn. Stat. § 299C.46.

**2.2 Methods of access.**

The BCA offers three (3) methods of access to its systems and tools. The methods of access are:

- A. Direct access** occurs when individual users at the Agency use Agency's equipment to access the BCA's systems and tools. This is generally accomplished by an individual user entering a query into one of BCA's systems or tools.
- B. Indirect access** occurs when individual users at the Agency go to another Agency to obtain data and information from BCA's systems and tools. This method of access generally results in the Agency with indirect access obtaining the needed data and information in a physical format like a paper report.
- C. Computer-to-computer system interface** occurs when Agency's computer exchanges data and information with BCA's computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

For purposes of this Agreement, Agency employees or contractors may use any of these methods to use BCA's systems and tools as described in this Agreement. Agency will select a method of access and can change the methodology following the process in Clause 2.10.

**2.3 Federal systems access.** In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA may provide Agency with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.

**2.4 Agency policies.** Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system, and validation. Agency has created its own policies to ensure that Agency's employees and contractors comply with all applicable requirements. Agency ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at <https://bcanextest.x.state.mn.us/launchpad/>.

**2.5 Agency resources.** To assist Agency in complying with the federal and state requirements on access to and use of the various systems and tools, information is available at <https://sps.x.state.mn.us/sites/bcaservicecatalog/default.aspx>. Additional information on appropriate use is found in the Minnesota Bureau of Criminal Apprehension Policy on Appropriate Use of Systems and Data available at <https://dps.mn.gov/divisions/bca/bca-divisions/mnjis/Documents/BCA-Policy-on-Appropriate-Use-of-Systems-and-Data.pdf>.

**2.6 Access granted.**

A. Agency is granted permission to use all current and future BCA systems and tools for which Agency is eligible. Eligibility is dependent on Agency (i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Agency's written request for use of a specific system or tool.

B. To facilitate changes in systems and tools, Agency grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Agency needs to meet its criminal justice obligations and for which Agency is eligible.

**2.7 Future access.** On written request by Agency, BCA also may provide Agency with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Agency agrees to be bound by the terms and conditions contained in this Agreement that when utilizing new systems or tools provided under this Agreement.

**2.8 Limitations on access.** BCA agrees that it will comply with applicable state and federal laws when making information accessible. Agency agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.

**2.9 Supersedes prior agreements.** This Agreement supersedes any and all prior agreements between the BCA and the Agency regarding access to and use of systems and tools provided by BCA.

**2.10 Requirement to update information.** The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.

This requirement to give notice additionally applies to changes in the individual or organization serving a city as its prosecutor. Any change in performance of the prosecutorial function must be provided to the BCA in writing by giving notice to the Service Desk, [BCA.ServiceDesk@state.mn.us](mailto:BCA.ServiceDesk@state.mn.us).

**2.11 Transaction record.** The BCA creates and maintains a transaction record for each exchange of data utilizing its systems and tools. In order to meet FBI-CJIS requirements and to perform the audits described in Clause 7, there must be a method of identifying which individual users at the Agency conducted a particular transaction.

If Agency uses either direct access as described in Clause 2.2A or indirect access as described in Clause 2.2B, BCA's transaction record meets FBI-CJIS requirements.

When Agency's method of access is a computer to computer interface as described in Clause 2.2C, the Agency must

keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to occur.

If an Agency accesses data from the Driver and Vehicle Services Division in the Minnesota Department of Public Safety and keeps a copy of the data, Agency must have a transaction record of all subsequent access to the data that are kept by the Agency. The transaction record must include the individual user who requested access, and the date, time and content of the request. The transaction record must also include the date, time and content of the response along with the destination to which the data were sent. The transaction record must be maintained for a minimum of six (6) years from the date the transaction occurred and must be made available to the BCA within one (1) business day of the BCA's request.

**2.12 Court information access.** Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes the Court Data Services Subscriber Amendment, which upon execution will be incorporated into this Agreement by reference. These BCA systems and tools are identified in the written request made by Agency under Clause 2.6 above. The Court Data Services Subscriber Amendment provides important additional terms, including but not limited to privacy (see Clause 8.2, below), fees (see Clause 3 below), and transaction records or logs, that govern Agency's access to and/or submission of the Court Records delivered through the BCA systems and tools.

**2.13 Vendor personnel screening.** The BCA will conduct all vendor personnel screening on behalf of Agency as is required by the FBI CJIS Security Policy. The BCA will maintain records of the federal, fingerprint-based background check on each vendor employee as well as records of the completion of the security awareness training that may be relied on by the Agency.

### **3 Payment**

The Agency understands there is a cost for access to the criminal justice data communications network described in Minn. Stat. § 299C.46. At the time this Agreement is signed, BCA understands that a third party will be responsible for the cost of access.

Agency will identify the third party and provide the BCA with the contact information and its contact person for billing purposes so that billing can be established. The Agency will provide updated information to BCA's Authorized Representative within ten business days when this information changes.

If Agency chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, additional fees, if any, are addressed in that amendment.

### **4 Authorized Representatives**

The BCA's Authorized Representative is Dana Gotz, Department of Public Safety, Bureau of Criminal Apprehension, Minnesota Justice Information Services, 1430 Maryland Avenue, St. Paul, MN 55106, 651-793-1007, or her successor.

The Agency's Authorized Representative is Katrina Joseph, City Attorney, 345 St. Peter Street, St. Paul, MN 55102-1216, (651) 227-8427, or his/her successor.

### **5 Assignment, Amendments, Waiver, and Contract Complete**

**5.1 Assignment.** Neither party may assign nor transfer any rights or obligations under this Agreement.

**5.2 Amendments.** Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, their successors in office, or another individual duly authorized.

**5.3 Waiver.** If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.

**5.4 Contract Complete.** This Agreement contains all negotiations and agreements between the BCA and the Agency. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

## 6 Liability

Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible or liable for the other party's actions and consequences of those actions. The Minnesota Torts Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the BCA's liability. The Minnesota Municipal Tort Claims Act, Minn. Stat. Ch. 466, governs the Agency's liability.

## 7 Audits

**7.1** Under Minn. Stat. § 16C.05, subd. 5, the Agency's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement. Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.

**7.2** Under applicable state and federal law, the Agency's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.

**7.3** If Agency accesses federal databases, the Agency's records are subject to examination by the FBI and Agency will cooperate with FBI examiners and make any requested data available for review and audit.

**7.4** To facilitate the audits required by state and federal law, Agency is required to have an inventory of the equipment used to access the data covered by this Agreement and the physical location of each.

## 8 Government Data Practices

**8.1 BCA and Agency.** The Agency and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Agency under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Agency or the BCA.

**8.2 Court Records.** If Agency chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, the following provisions regarding data practices also apply. The Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the *Rules of Public Access to Records of the Judicial Branch* promulgated by the Minnesota Supreme Court. All parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires that the BCA and the Agency comply with the *Rules of Public Access* for those data received from Court under the Court Data Services Subscriber Amendment. All parties also acknowledge and agree that the use of, access to or submission of Court Records, as that term is defined in the Court Data Services Subscriber Amendment, may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law. All parties acknowledge and agree that these applicable restrictions must be followed in the appropriate circumstances.

## 9 Investigation of alleged violations; sanctions

For purposes of this clause, "Individual User" means an employee or contractor of Agency.

**9.1 Investigation.** Agency and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal and state law referenced in this Agreement. Agency and BCA agree to cooperate in the investigation of suspected violations of the policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Agency of the suspected violation, subject to any restrictions in applicable law. When Agency becomes aware that a violation has occurred, Agency will inform BCA subject to any restrictions in applicable law.

### 9.2 Sanctions Involving Only BCA Systems and Tools.

The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber

Amendment. None of these provisions alter the Agency's internal discipline processes, including those governed by a collective bargaining agreement.

**9.2.1** For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Agency must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Agency must report the status of the Individual User's access to BCA without delay. BCA reserves the right to make a different determination concerning an Individual User's access to systems or tools than that made by Agency and BCA's determination controls.

**9.2.2** If BCA determines that Agency has jeopardized the integrity of the systems or tools covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA's satisfaction. If Agency's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.

### **9.3 Sanctions Involving Only Court Data Services**

The following provisions apply to those systems and tools covered by the Court Data Services Subscriber Amendment, if it has been signed by Agency. As part of the agreement between the Court and the BCA for the delivery of the systems and tools that are covered by the Court Data Services Subscriber Amendment, BCA is required to suspend or terminate access to or use of the systems and tools either on its own initiative or when directed by the Court. The decision to suspend or terminate access may be made as soon as an alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. The decision to suspend or terminate may also be made based on a request from the Authorized Representative of Agency. The agreement further provides that only the Court has the authority to reinstate access and use.

**9.3.1** Agency understands that if it has signed the Court Data Services Subscriber Amendment and if Agency's Individual Users violate the provisions of that Amendment, access and use will be suspended by BCA or Court. Agency also understands that reinstatement is only at the direction of the Court.

**9.3.2** Agency further agrees that if Agency believes that one or more of its Individual Users have violated the terms of the Amendment, it will notify BCA and Court so that an investigation as described in Clause 9.1 may occur.

## **10 Venue**

Venue for all legal proceedings involving this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

## **11 Termination**

**11.1 Termination.** The BCA or the Agency may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party's Authorized Representative.

**11.2 Termination for Insufficient Funding.** Either party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the other party's authorized representative. The Agency is not obligated to pay for any services that are provided after notice and effective date of termination. However, the BCA will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither party will be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. Notice of the lack of funding must be provided within a reasonable time of the affected party receiving that notice.

## **12 Continuing obligations**

The following clauses survive the expiration or cancellation of this Agreement: 6. Liability; 7. Audits; 8. Government

Data Practices; 9. Investigation of alleged violations; sanctions; and 10.Venue.  
***The parties indicate their agreement and authority to execute this Agreement by signing below.***

**1. AGENCY**

Name: \_\_\_\_\_  
(PRINTED)

Signed: \_\_\_\_\_

Title: \_\_\_\_\_  
(with delegated authority)

Date: \_\_\_\_\_

Name: \_\_\_\_\_  
(PRINTED)

Signed: \_\_\_\_\_

Title: \_\_\_\_\_  
(with delegated authority)

Date: \_\_\_\_\_

**2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF  
CRIMINAL APPREHENSION**

Name: \_\_\_\_\_  
(PRINTED)

Signed: \_\_\_\_\_

Title: \_\_\_\_\_  
(with delegated authority)

Date: \_\_\_\_\_

**3. COMMISSIONER OF ADMINISTRATION**  
delegated to Materials Management Division

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

Date: \_\_\_\_\_





*The City That Soars!*

## REQUEST FOR COUNCIL ACTION

<b>Meeting Date</b>	December 14, 2016
<b>Agenda Item</b>	Consent F12
<b>Attachment</b>	Resolution & Bio
<b>Submitted By</b>	Sack Thongvanh, City Administrator

<b>Item</b>	Appointment of Grant Heitman to the Falcon Heights Volunteer Fire Department
<b>Description</b>	<p>Grant Heitman submitted an application to the Fire Department because of his interest in public safety. Fire Department personnel have reviewed his application and interviewed Mr. Heitman. The Department would recommend the appointment of Grant Heitman.</p> <p>Mr. Heitman will have two years to complete the necessary training and education before he will be an official volunteer firefighter.</p>
<b>Budget Impact</b>	N/A
<b>Attachment(s)</b>	<ul style="list-style-type: none"> <li>· Resolution 16-45 Appointing Grant Heitman to the Falcon Heights Volunteer Fire Department</li> <li>· Bio – Introduction Letter</li> </ul>
<b>Action(s) Requested</b>	Staff would recommend approval of resolution and appoint Grant Heitman to the Falcon Heights Volunteer Fire Department.

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**CITY OF FALCON HEIGHTS  
COUNCIL RESOLUTION**

December 14, 2016

No. 16-45

-----  
**RESOLUTION APPOINTING GRANT HEITMAN TO THE FALCON HEIGHTS VOLUNTEER  
FIRE DEPARTMENT**

**WHEREAS**, the City of Falcon Heights has a Volunteer Fire Department and continues to advertise for people interested in serving the City of Falcon Heights; and

**WHEREAS**, the City received an application from Grant Heitman regarding his interest to serve on the Fire Department; and

**WHEREAS**, the Fire Department conducted an interview and would recommend that the Council appoint Grant Heitman to the Falcon Heights Volunteer Fire Department.

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

1. Grant Heitman will have two years from the approval of the resolution to complete the necessary training and education before he will be an official volunteer firefighter.
2. That the appointment is approved and adopted by the City Council of the City of Falcon Heights.

-----  
Moved by:

Approved by: \_\_\_\_\_

Peter Lindstrom  
Mayor

LINDSTROM \_\_\_\_\_ In Favor  
BROWN THUNDER \_\_\_\_\_  
HARRIS \_\_\_\_\_ Against  
FISCHER \_\_\_\_\_  
GUSTAFSON \_\_\_\_\_

Attested by: \_\_\_\_\_

Sack Thongvanh  
City Administrator

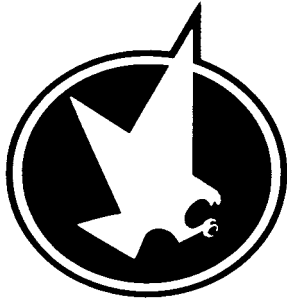
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## Grant W. Heitman

I was born in LaCrosse, WI and grew up in Winona, MN where I graduated High School. I then attended Lake Superior College in Duluth, MN where I earned an Associates in Applied Science degree in Fire Technology and Administration. After graduating, I was hired by the Winona Fire Department as a Firefighter/EMT-B. After 5+ years, I was hired by Sioux City Fire and Rescue as a Firefighter/EMT-B where I worked for the better part of one year. I then worked for two years as a police officer in Walthill, NE. Wanting to come home to MN, I took a position with BNSF railroad as a Conductor out of Minneapolis for one year before being hired as a Fire Inspector with the city of Saint Paul in January of 2014. I would like to apply the knowledge and skills I've learned in the fire service as a firefighter for the city of Falcon Heights.

Thank you for your consideration.

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## REQUEST FOR COUNCIL ACTION

<b>Meeting Date</b>	December 14, 2016
<b>Agenda Item</b>	Consent F13
<b>Attachment</b>	N/A
<b>Submitted By</b>	Sack Thongvanh, City Administrator

<b>Item</b>	Purchase Sweeper from the City of Little Canada
<b>Description</b>	<p>In 2009, the City entered into a street sweeper purchase joint powers agreement with the City of Little Canada. The total cost of the street sweeper was \$174,589.72. The City of Falcon Heights' portion (34.63% as based upon lane miles) was \$60,442.96 and the City of Little Canada's portion (65.37% as based upon lane miles) was \$114,146.76.</p> <p>Based on the Joint Powers Agreement, the City of Little Canada was responsible for housing and insuring the street sweeper.</p> <p>Many people in the general public think the only reason to sweep streets is for aesthetics. In other words, our city streets look better without trash. Although that may be true, there are other added benefits to street sweeping.</p> <ol style="list-style-type: none"> <li>1. Storm Water Runoff Management - Grass clippings/yard waste, garbage, construction debris and many other items find their way onto our streets and usually accumulate in the gutters. When it rains much of this debris is washed into our storm drains where it will eventually cause significant blockages and may cause flooding that affects roadways and homeowners.</li> <li>2. Environmental Conservation - A less visible but important element to street sweeping is the removal of metals and other hazardous waste particles from the roadway and gutter. These materials make their way into our creeks, streams, rivers and lakes via storm water runoff. Once there they may impact fish and wildlife, livestock and humans.</li> <li>3. Regular sweeping prevents harmful bacteria from growing and spreading. Road trash contains organic compounds, a breeding ground for bacteria, which can be dangerous for both humans and animals.</li> <li>4. Clean and clear pavement protects the public. When street gutters become filled with debris, they can potentially cause vehicles to spin out or collide. Sidewalks filled with debris can be dangerous for pedestrians and cyclists because they may be forced to swerve into the road to avoid big objects, mud,</li> </ol>

	<p>or other trash. Regular sweeping can take care of these safety hazards.</p> <p>5. Allow the City more opportunities to maintain the porous asphalt in front of City Hall.</p>
<b>Budget Impact</b>	The purchase of the street sweeper is budgeted for in 2017 Budget. The storm sewer fund will be used.
<b>Attachment(s)</b>	N/A
<b>Action(s) Requested</b>	Motion to approve the purchase of the Street Sweeper from Little Canada not to exceed \$70,000 and end the equipment purchase and share joint powers agreement.





**The City That Soars!**

## REQUEST FOR COUNCIL ACTION

Meeting Date	December 14, 2016
Agenda Item	Consent F14
Attachment	City's Charitable Gambling Application
Submitted By	Tim Sandvik, Deputy Clerk

<b>Item</b>	Charitable/Lawful Gambling License for Falcon Heights Elementary PTA
<b>Description</b>	<p>For the past several years the Falcon Heights Elementary PTA has held a fundraising raffle a part of their annual carnival event. Because the total value of the prizes is expected to be over \$1,500, an exempt permit to conduct lawful gambling activity is required. The PTA is requesting that the City approve their application with no waiting period. They are making the request now for the carnival in February so that they can begin printing and selling raffle tickets as soon as possible.</p> <p>If Council chooses to approve the charitable gambling application, the City would then need to sign the LG220 Application Form completed by the applicant and forward it to the Minnesota Gambling Control Board for review and final approval.</p>
<b>Budget Impact</b>	N/A
<b>Attachment(s)</b>	<ul style="list-style-type: none"> <li>· Falcon Heights Charitable/Lawful Gambling License Application</li> </ul>
<b>Action(s) Requested</b>	Staff recommends that Council approve the exemption charitable gambling application for Falcon Heights Elementary PTA to conduct lawful gambling activity at their annual carnival.

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# CITY OF FALCON HEIGHTS

2077 W Larpenteur Ave  
Falcon Heights MN 55113  
Phone 651-792-7600. Fax 651-792-7610

[www.falconheights.org](http://www.falconheights.org)

FOR OFFICE USE	
License Number:	17-1
Approval Date:	12/17/16
Amount Paid:	—
Receipt:	—

## Charitable/Lawful Gambling License Application (Exemption) No Permit Fee

Name of Organization: Falcon Heights Elementary PTA

Business Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Main Contact Name: Selena Fuhrman

Organization Address: 1393 Garden Ave, Falcon Heights, MN 55113

Name of Gambling Manager: Selena Fuhrman

Gambling Manager's Address:

Gambling Manager's Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Location of Gambling Site: Falcon Heights Elementary School, 1393 Garden Ave, Falcon Heights MN 55113

Dates and hours of Gambling: February 3, 2017 Tickets will be available for purchase beginning January 16<sup>th</sup>. Prizes will be announced the evening of February 3<sup>rd</sup>.

### ITEMS REQUIRED FOR LICENSURE:

- Completed application form
- A copy of the organization's non profit status
- A copy of the organizations' charitable gambling Exemption permit (MN Gambling Board forms)

I swear that I have read and will follow Falcon Heights City Code Sec. 30.4 Regulation of nonprofit organization of gambling. I swear that the organization is within the exemption set forth in MN Statute §349.166 and will following the rules set forth in MN Statute §349.166.

*I swear that I understand the above statement provided I swear that the application is completed to the true and best of my knowledge and belief.*

  
Signature

12/4/16  
Date

Sec. 30-4. - Regulating the conduct of lawful gambling.

- (a) Purpose. The purpose of this section is to regulate lawful gambling within the City of Falcon Heights, to prevent its commercialization, to insure the integrity of operations, and to provide for the use of net

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## REQUEST FOR COUNCIL ACTION

<b>Meeting Date</b>	December 14, 2016
<b>Agenda Item</b>	Consent F15
<b>Attachment</b>	N/A
<b>Submitted By</b>	Sack Thongvanh, City Administrator

<b>Item</b>	State Aid Project (TH 51) No. 062-630-065 & State Project No. 6216-127
<b>Description</b>	See letter from MnDOT.
<b>Budget Impact</b>	The project is included in the 2017 Proposed Budget.
<b>Attachment(s)</b>	<ul style="list-style-type: none"> <li>· Resolution 16-46 Approving Agreement No. 1027045 Between MnDOT and The City of Falcon Heights for State Aid Project No. 062-630-065 and State Project No. 6216-127</li> <li>· Letter from MnDOT</li> <li>· Cooperative Construction Agreement</li> </ul>
<b>Action(s) Requested</b>	Motion to approve attached resolution and authorize the Mayor and City Administrator execute all necessary documents. The approve by Council is only for document execution. The City Administrator is authorized to determine final project cost and agreement.

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**Minnesota Department of Transportation**

Metro District  
1500 W County Road B-2  
Roseville, Minnesota 55113

(651) 234 – 7617

December 8, 2016

City of Falcon Heights  
Sack Thongvanh  
City Administrator  
2077 West Larpenteur Avenue  
Falcon Heights, MN 55113

RE: Proposed Const. Agreement No. 1027045  
City of Falcon Heights  
S.P. 6216-127 (T.H. 51=125)  
Bituminous and concrete surfacing, concrete pavement rehabilitation, and ADA  
improvements on T.H. 51

Dear Mr. Thongvanh:

Transmitted herewith in duplicate is a proposed agreement with the City of Falcon Heights. This agreement provides for a lump sum payment to the State of the City's share of the costs of the relocation and installment of the lighting construction portion for construction to be performed on T.H. 51 within the corporate City limits.

Kindly present this agreement to the City Council for their approval and execution, which includes original signatures of the City Council authorized City officers, on the two copies of the agreement. Also required are two original copies of a resolution passed by the City Council authorizing its officers to sign the agreement in its behalf. A suggested form of such resolution is enclosed. A third copy of the agreement is provided for your use until you receive a "fully executed" copy.

Please return the two original signed copies of the agreement and resolution, once they have been executed by the City. A copy will be returned to the City when fully executed.

Sincerely,

Chad Casey, P.E.

Project Manager

An Equal Opportunity Employer



Mr. Sack Thongvahn  
Page 2  
December 8, 2007

Enc. Proposed Agreement (2)

Resolution (2)

cc: Maryanne Kelly-Sonnek – M.S. 682

File



**STATE OF MINNESOTA  
DEPARTMENT OF TRANSPORTATION  
And  
CITY OF FALCON HEIGHTS  
COOPERATIVE CONSTRUCTION  
AGREEMENT**

<b>State Project Number (S.P.):</b>	<u>6216-127</u>	<b>Estimated Amount Receivable</b>
<b>Trunk Highway Number (T.H.):</b>	<u>51=125</u>	<b><u>\$13,096.08</u></b>
<b>State Aid Project (S.A.P.):</b>	<u>062-630-065</u>	
<b>Federal Project No.</b>	<u>STPF 6217 (131)</u>	
<b>Lighting System Feed Point No.</b>	<u>"City"</u>	

This Agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State") and City of Falcon Heights acting through its City Council ("City").

**Recitals**

1. The State will perform bituminous and concrete surfacing, concrete pavement rehabilitation and ADA improvements construction and other associated construction upon, along and adjacent to Trunk Highway No. 51 from Como Avenue to Trunk Highway No. 36 according to State-prepared plans, specifications and special provisions designated by the State as State Aid Project No. 062-630-065 and State Project No. 6216-127 (T.H. 51=125)("Project"); and
2. The State requests the City participate in the costs of the relocation and installment of the lighting system construction along County State Aid Highway No. 30 (Larpenteur Avenue west) and the City is willing to participate in the costs of said construction and associated construction engineering; and
3. A separate Agreement No. 1027030 between the State and Ramey County will address the right turn lane construction; and
4. Minnesota Statutes § 161.45, subdivision 2, allows for City-owned utility relocation to be included in a State construction contract, and payment by the City for such relocation according to applicable statutes and rules for utilities on trunk highways; and
5. Minnesota Statutes § 161.20, subdivision 2 authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining and improving the trunk highway system.

**Agreement**

**1. Term of Agreement; Survival of Terms; Plans; Incorporation of Exhibits**

- 1.1. *Effective date.*** This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.
- 1.2. *Expiration date.*** This Agreement will expire when all obligations have been satisfactorily fulfilled.
- 1.3. *Survival of terms.*** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: 3. Maintenance by the City; 8. Liability; Worker Compensation Claims; 10. State Audits; 11. Government Data Practices; 12. Governing Law; Jurisdiction; Venue; and 14. Force Majeure.
- 1.4. *Plans, Specifications, Special Provisions.*** Plans, specifications and special provisions designated by the State as State Aid Project No. 062-630-065 and State Project No. 6216-127 (T.H. 51=125) are on file in the

office of the Commissioner of Transportation at St. Paul, Minnesota, and incorporated into this Agreement by reference. ("Project Plans")

## 2. Construction by the State

**2.1. Contract Award.** The State will advertise for bids and award a construction contract to the lowest responsible bidder according to the Project Plans.

### **2.2. Direction, Supervision and Inspection of Construction.**

**A. Supervision and Inspection by the State.** The State will direct and supervise all construction activities performed under the construction contract, and perform all construction engineering and inspection functions in connection with the contract construction. All contract construction will be performed according to the Project Plans.

**B. Inspection by the City.** The City participation construction covered under this Agreement will be open to inspection by the City. If the City believes the City participation construction covered under this Agreement has not been properly performed or that the construction is defective, the City will inform the State District Engineer's authorized representative in writing of those defects. Any recommendations made by the City are not binding on the State. The State will have the exclusive right to determine whether the State's contractor has satisfactorily performed the City participation construction covered under this Agreement.

### **2.3. Plan Changes, Additional Construction, Etc.**

**A.** The State will make changes in the Project Plans and contract construction, which may include the City participation construction covered under this Agreement, and will enter into any necessary addenda, change orders and supplemental agreements with the State's contractor that are necessary to cause the contract construction to be performed and completed in a satisfactory manner.

**B.** The City may request additional work or changes to the work in the plans as part of the construction contract. Such request will be made by an exchange of letter(s) with the State. If the State determines that the requested additional work or plan changes are necessary or desirable and can be accommodated without undue disruption to the project, the State will cause the additional work or plan changes to be made.

**C.** The State reserves the right to invoice the City for the cost of any additional City requested work and plan changes, including associated construction engineering, before the completion of the contract construction.

**2.4. Satisfactory Completion of Contract.** The State will perform all other acts and functions necessary to cause the construction contract to be completed in a satisfactory manner. Acceptance by the State of the completed contract construction will be final, binding and conclusive upon the City as to the satisfactory completion of the contract construction.

**2.5. Replacement of Castings.** Adjustments to certain City-owned facilities, including but not limited to, valve boxes and frame and ring castings, may be performed by the State's contractor under the construction contract. The City will furnish the contractor with new units and/or parts for those in place City-owned facilities when replacements are required and not covered by a contract pay item, without cost or expense to the State or the contractor, except for replacement of units and/or parts broken or damaged by the contractor.

## 3. Maintenance by the City.

Upon completion of the project, the City will provide the following without cost or expense to the State:

**3.1. Municipal Utilities.** Maintenance of any municipal-owned utilities construction, without cost or expense to the State.

- 3.2. Sidewalks.** Maintenance of sidewalk construction between Hoyt Avenue west and County State Aid Highway No. 30 (Larpenteur Avenue west) on the east side of Trunk Highway No. 51, including stamped and colored concrete sidewalk (if any) and pedestrian ramps. Maintenance includes, but is not limited to, snow, ice and debris removal, patching, crack repair, panel replacement, cross street pedestrian crosswalk markings, vegetation control of boulevards (if any) and any other maintenance activities necessary to perpetuate the sidewalks in a safe, useable, and aesthetically acceptable condition.
- 3.3. Lighting.** Maintenance and ownership of the lighting facilities construction along County State Aid Highway No. 30 (Larpenteur Avenue west). Maintenance of electrical lighting systems includes everything within the system, from the point of attachment to the power source or utility, to the last light on the feed point, including but not limited to re-lamping of lighting units or replacing of LED luminaires, repair or replacement of all damaged luminaire glassware, loose connections, luminaires when damaged or when ballasts fail, photoelectric control on luminaires, defective starter boards or drivers, damaged fuse holders, blown fuses, knocked down poles including wiring within the poles, damaged poles, pullboxes, underground wire, damaged foundations, equipment pad, installation of approved splices or replacement of wires, repair or extending of conduit, lighting cabinet maintenance including photoelectric cell, electrical distribution system, Gopher State One Call (GSOC) locates and painting of poles and other equipment. The City will be responsible for the hook up cost and application to secure an adequate power supply to the service pad or pole and will pay all monthly electrical service expenses necessary to operate the lighting facility.

#### **4. City Cost and Payment by the City**

- 4.1. City Cost.** \$13,096.08 is the City's full and complete lump sum cost for the relocation and installment of the lighting construction. \$12,126.00 construction, and \$970.08 for construction engineering.
- 4.2. Conditions of Payment.** The City will pay the State the full and complete lump sum amount after the following conditions have been met:
- A.** Execution of this Agreement and transmittal to the City.
  - B.** The City's receipt of a written request from the State for the advancement of funds.

#### **4.3. Additional City Requested Work**

Upon completion of all contract construction and upon computation of the final amount due the State's contractor and only if additional work has been requested under Article 2.3.B of this Agreement, the State will prepare an invoice and submit a copy to the City. The invoice will be based on final quantities of any additional City requested participation construction items and the construction engineering cost share due to additional requested work. The computation by the State of the amount due from the City will be final, binding and conclusive.

#### **5. Authorized Representatives**

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

##### **5.1. The State's Authorized Representative will be:**

Name/Title: Maryanne Kelly-Sonnek, Municipal Agreements Engineer (or successor)  
 Address: 395 John Ireland Boulevard, Mailstop 682, St. Paul, MN 55155  
 Telephone: (651) 366-4634  
 E-Mail: maryanne.kellysonnek@state.mn.us

**5.2.** The City's Authorized Representative will be:

Name/Title: Sack Thongvanh, City of Falcon Heights City Administrator (or successor)  
 Address: 2077 West Larpenteur Avenue, Falcon Heights, MN 55113  
 Telephone: (651) 792-7611  
 E-Mail: sack.thongvanh@falconheights.org

**6. Assignment; Amendments; Waiver; Contract Complete**

- 6.1. *Assignment.*** Neither party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
- 6.2. *Amendments.*** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.
- 6.3. *Waiver.*** If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.
- 6.4. *Contract Complete.*** This Agreement contains all prior negotiations and agreements between the State and the City. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

**7. Liability; Worker Compensation Claims**

- 7.1.** Each party is responsible for its own acts, omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of others and the results thereof. Minnesota Statutes § 3.736 and other applicable law govern liability of the State. Minnesota Statutes Chapter 466 and other applicable law govern liability of the City.
- 7.2.** Each party is responsible for its own employees for any claims arising under the Workers Compensation Act.

**8. Nondiscrimination**

Provisions of Minnesota Statutes § 181.59 and of any applicable law relating to civil rights and discrimination are considered part of this Agreement.

**9. State Audits**

Under Minnesota Statutes § 16C.05, subdivision 5, the City's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

**10. Government Data Practices**

The City and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the City under this Agreement. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the City or the State.

**11. Governing Law; Jurisdiction; Venue**

Minnesota law governs the validity, interpretation and enforcement of this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

## 12. Termination; Suspension

**12.1. *By Mutual Agreement.*** This Agreement may be terminated by mutual agreement of the parties.

**12.2. *Termination for Insufficient Funding.*** The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the performance of contract construction under the Project. Termination must be by written or fax notice to the City.

**12.3. *Suspension.*** In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities and performance of work authorized through this Agreement.

## 13. Force Majeure

Neither party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

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**CITY OF FALCON HEIGHTS**

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions or ordinances.

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**DEPARTMENT OF TRANSPORTATION**

Recommended for Approval:

By: \_\_\_\_\_  
(District Engineer)

Date: \_\_\_\_\_

Approved:

By: \_\_\_\_\_  
(State Design Engineer)

Date: \_\_\_\_\_

**COMMISSIONER OF ADMINISTRATION**

By: \_\_\_\_\_  
(With delegated authority)

Date: \_\_\_\_\_

**INCLUDE COPY OF RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.**

**CITY OF FALCON HEIGHTS  
COUNCIL RESOLUTION**

December 14, 2016

No. 16-46

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**RESOLUTION APPROVING AGREEMENT NO. 1027045 BETWEEN MNDOT AND THE CITY  
OF FALCON HEIGHTS FOR STATE AID PROJECT NO. 062-630-065 AND STATE PROJECT  
NO. 6216-127**

**IT IS RESOLVED** that the City of Falcon Heights enter into MnDOT Agreement 1027045 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the City to the State of the City's share of the costs of the relocation and installation of the lighting system construction and other associated construction to be performed upon, along and adjacent to Trunk Highway No. 51 from Como Avenue to Trunk Highway No. 36 within the corporate City limits under State Aid Project No. 062-630-065 and State Project No. 6216-127.

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

1. Approve Agreement No. 1027045 between MnDOT and the City of Falcon Heights for State Aid Project No. 062-630-065 and State Project No. 6216-127.
2. Authorize the Mayor and City Administrator to execute all necessary documents.

Moved by:

Approved by: \_\_\_\_\_

Peter Lindstrom  
Mayor

LINDSTROM            \_\_\_\_\_    In Favor  
BROWN THUNDER  
HARRIS                \_\_\_\_\_    Against  
FISCHER  
GUSTAFSON

Attested by: \_\_\_\_\_

Sack Thongvanh  
City Administrator