CITY OF FALCON HEIGHTS

City Council Workshop City Hall 2077 West Larpenteur Avenue

AGENDA

April 10, 2019 Following Regular City Council Meeting

- A. CALL TO ORDER:
- B. ROLL CALL: Vacant <u>LEEHY</u> HARRIS <u>MIAZGA</u> GUSTAFSON_

STAFF PRESENT: THONGVANH____ LOR____

- C. PRESENTATIONS:
- D. POLICY ITEMS:1. Review Council Retreat Priorities
- E. INFORMATION/ANNOUNCEMENTS
- F. ADJOURNMENT:

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The City That Soars!

REQUEST FOR COUNCIL ACTION

Meeting Date	April 10, 2019
Agenda Item	Policy D1
Attachment	Documents
Submitted By	Sack Thongvanh, City Administrator

Item	Review Council Retreat Priorities
Description	 Below is the list of priorities you have chosen as your top three or four items to discuss at an upcoming workshop in 2019. City Infrastructure – Streets, City Building and Parks (2) Financial Plan (3) Single Hauler Police Service Contract (2) Fire Contract for Lauderdale (2) Xcel Franchise Fee – Revenue Cultivating a Caring Community Efforts (2) AirBnb – long-term and short-term rental Blue/Red Ocean Strategies Fire Department Organization and Structure
Budget Impact	The priorities will have significant budgetary impact for 2019 and the future stability of the City.
Attachment(s)	 Infrastructure Schedule Police Contract with Ramsey County Sheriff's Office Fire Contract with the City of Lauderdale Xcel Franchise Fee Estimates Blue/Red Ocean Strategies Council Retreat Presentation Slides
Action(s) Requested	Staff looking for direction.

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		•												Avg Age of Bit		
Year	Project #	Project	Location	A	ssessment		MSA	Cit	ty- Streets	Cit	y- Storm	Т	otal Cost	when replaced	Avg Latest PCI	Notes
		Hoyt & Snelling														
2019	19-01	Signal Replacement	Hoyt & Snelling			\$	112,000					\$	112,000			MnDot Led
		Cleveland Avenue														
2020	20-01	Project										\$	-			Ramsey County Led
		Roselawn &														
2020		Snelling Signal				\$	128,000					\$	128,000			MnDot Led
2021		2021 PMP	Tatum, Lindig, Fry, St Marys	\$	111,323	Ś	129,876	\$	129,876	Ś	37,108	Ś	408,183	33.13	50.84	Mill and Overlays
			Asbury, Arona, Simpson, Garden,	Ŷ	111,020	Ŷ	123,878	Ŷ	120,070	Ŷ	07,1200	Ŷ	100,200	00.120	50101	
2021		2021 PMP	Ruggles	\$	209,793	\$	244,758	\$	244,758	\$	69,931	\$	769,240	27.35	60.43	Mill and Overlays, Garden (Reclaim)
2022												\$	-			
			Roselawn, <u>Falcon Woods</u> , Pascal,													Mill and Overlays, Falcon Woods (Bituminous
2023		2023 PMP	Holton, Albert, Sheldon, Ruggles	\$	382,824	\$	446,628	\$	446,628	\$	127,608	\$	1,403,689	26.63	59.46	Reconstruct), Roselawn in RV CIP in 2023
2024												\$	-			
2025		2025 PMP	California, Idaho, Iowa	\$	84,424	\$	98,495	\$	98,495	\$	28,141	\$	309,555	24.00	65.25	Mill and Overlays
2026												\$	-			
2027		2027 PMP	Fulham (Lauderdale), Hoyt (St Paul)	\$	18,031	\$	21,037	\$	21,037	\$	6,010	\$	66,115	29.00	70.00	Coop Project with LD & StPl
10 Yr Totals				\$	806,395.17	\$	1,180,794.37	\$9	940,794.37	\$ 26	58,798.39	\$ 3	,196,782.30			
Average Year				\$	80,639.52	\$	118,079.44	\$	94,079.44	\$ 2	26,879.84	\$	319,678.23			

Falcon Heights Street Improvement CIP - 11/26/18

AGREEMENT FOR LAW ENFORCEMENT SERVICES

This is an Agreement between the County of Ramsey (hereinafter referred to as the "COUNTY"), and the City of Falcon Heights (hereinafter referred to as the "MUNICIPALITY"), to provide law enforcement services to the MUNICIPALITY for the period commencing January 1, 2018.

WHEREAS, the COUNTY has a statutory obligation to provide police protection within Ramsey County; and

WHEREAS, the COUNTY has previously contracted to provide law enforcement services to the cities of Arden Hills, Gem Lake, Little Canada, North Oaks, Shoreview, Vadnais Heights, and to White Bear Township (hereinafter collectively referred to as the "MUNICIPALITIES"), and

WHEREAS, the MUNICIPALITY has determined that it is in the best interests of the MUNICIPALITY to contract with the COUNTY for law enforcement services, thereby allowing for the allocation of overhead and other administrative costs over a larger population; and

WHEREAS, the parties to this Agreement intend to contract for law enforcement functions within the political boundaries of the MUNICIPALITY through the Ramsey County Sheriff; and

WHEREAS, the COUNTY is agreeable to rendering such services on the terms and conditions hereinafter set forth; and

WHEREAS, such contracts are authorized and provided for by the provisions of Minnesota Statutes Sections 471.59 and 436.05, and Laws 1959, Chapter 372.

NOW, THEREFORE, IN CONSIDERATION OF the mutual undertakings set forth herein, the COUNTY and the MUNICIPALITY agree as follows:

A. SCOPE OF SERVICES

- 1. The COUNTY agrees, through the Ramsey County Sheriff's Office, to provide law enforcement services to the MUNICIPALITY which will include, but not be limited to, the following:
 - a. Patrol services with random patrolling of residential areas, businesses, parks, and other public property areas;
 - b. Enforcement of Minnesota State Statutes and the ordinances of the MUNICIPALITY;
 - c. Traffic enforcement including the regular use of radar or laser as a speed deterrent;
 - d. Crime prevention programs such as Neighborhood Watch, as well as other business and residential crime prevention programs;
 - e. Criminal investigative and crime scene processing services;
 - f. Follow up on reported crimes with persons who reported the crime including notification by telephone or mail as to the status of the investigation;
 - g. Responses to medical, fire, and other emergencies;
 - h. Coordination of volunteer programs such as the Community Affairs Officer and Reserve Programs;

- i. Driver's license inspections, background checks and license enforcement services as called for under applicable state law and ordinances of the MUNICIPALITY;
- j. Special event traffic patrol and patrol services for community festivals or other special events; and
- k. Attendance at Public Safety or City Council meetings as requested by the MUNICIPALITY; and
- I. Animal control services.
- 2. The manner and standards of performance, the discipline of officers, and other matters incident to the provision of services under this Agreement, and the control of personnel so employed, shall be subject solely to the control of the COUNTY. In the event of a dispute between the parties as to the extent of the duties and functions to be rendered hereunder, or the level or manner of performance of such service, the determination thereof made by the Sheriff of the COUNTY shall be final and conclusive as between the parties hereto, subject however, to the provisions of Section A.3. herein.
- 3. In the event the MUNICIPALITY, through its elected body or authorized agent, notifies the COUNTY that the MUNICIPALITY is dissatisfied with the assignment of personnel for the performance of services under this Agreement and requests a change in personnel, the COUNTY shall make every effort to effect a change in the assignment of personnel, provided that such a change does not jeopardize the ability of the COUNTY to provide services to other areas of Ramsey County in a timely and efficient manner.
- 4. Services shall be provided 24 hours per day and shall be performed by the number of deputies and other personnel budgeted for in the COUNTY'S Approved Budget for these services to the MUNICIPALITIES.
- 5. To facilitate the COUNTY'S performance pursuant to this Agreement, the MUNICIPALITY agrees that the COUNTY shall have full cooperation and assistance from the MUNICIPALITY, its officers, agents and employees. The MUNICIPALITY shall designate a liaison to the Ramsey County Sheriff's Office. The liaison shall attend meetings of the Sheriff's Contract Communities Committee and shall represent its respective MUNICIPALITY at the meetings. The purpose of these meetings is to develop short-term and long range plans and to coordinate and analyze police service, to develop budget parameters for distributing costs among the MUNICIPALITIES, and other related public service issues. The Sheriff's Contract Communities Committee shall also review any disputes which arise between the MUNICIPALITIES and/or Sheriff's Office and recommend a resolution.
- 6. The COUNTY shall furnish and supply all necessary labor, supervision, equipment, communication facilities and dispatching, and supplies necessary to provide services pursuant to this Agreement.
- 7. All deputy sheriffs, clerks, and all other COUNTY personnel performing duties pursuant to this Agreement shall at all times be considered employees of the COUNTY for all purposes.
- 8. The name of each of the MUNICIPALITIES that contract with the Sheriff's Office for law enforcement services shall be affixed to all squad cars and other major pieces of equipment used primarily within these MUNICIPALITIES.

B. ASSUMPTION OF LIABILITIES/INSURANCE

- 1. Except as otherwise provided, the MUNICIPALITY shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any COUNTY personnel performing services pursuant to this Agreement for said MUNICIPALITY, and the COUNTY hereby assumes said liabilities.
- 2. Except as herein otherwise specified, the MUNICIPALITY shall not be liable for compensation or indemnity to any COUNTY employee for injury or sickness arising out of the performance of services pursuant to this Agreement, and the COUNTY hereby agrees to hold harmless the MUNICIPALITY against any such claim.
- 3. The MUNICIPALITY, its officers, and employees, shall not be deemed to assume any liability for the intentional or negligent acts of the COUNTY or the COUNTY'S employees performing services pursuant to this Agreement, and the COUNTY shall hold the MUNICIPALITY, its officers, and employees harmless from and shall defend and indemnify the MUNICIPALITY, its officers, and employees against any claim for damages arising out of the COUNTY'S performance of services pursuant to this Agreement.
- 4. The COUNTY, its officers, and employees shall not be deemed to assume any liability for intentional or negligent acts of the MUNICIPALITY or of any other officers, agent or employee thereof, and the MUNICIPALITY shall hold the COUNTY and its officers and employees harmless from, and shall defend and indemnify the COUNTY and its officers and employees against any claim for damages arising out of the MUNICIPALITY'S performance of its obligations pursuant to this Agreement.
- 5. The COUNTY agrees to maintain, during the term of this Agreement, automobile, general liability, workers' compensation, and professional liability insurance in amounts deemed appropriate by the COUNTY. The COUNTY shall name the MUNICIPALITY as an additional insured on these policies except for the workers' compensation policy. The MUNICIPALITY agrees to pay, as a part of the actual cost as provided in Section 6 below, a pro rata share of the COUNTY'S insurance costs. These costs shall include the costs for any assessments and credits for any dividends by participating in any insurance pools or trusts. The COUNTY may elect to self-insure all or any portion of these risks. If the COUNTY cannot obtain insurance and/or elects to self-insure, the MUNICIPALITY shall pay a pro rata share of the costs of self-insurance, based on each MUNICIPALITY'S share of the approved annual budget. Insurance costs as they relate to insurance coverage shall include premiums and deductibles. Costs of self-insurance shall include reserves, claims and damage payments, and administration costs required to maintain self-insurance.
- 6. The MUNICIPALITY acknowledges that the COUNTY may, in an effort to provide the best insurance coverage at the most economical cost, become a member of the Minnesota Counties Insurance Trust or some similar organization; and the MUNICIPALITY further acknowledges that membership in such an organization may be for a fixed minimum term and may expose the COUNTY to some type of contingent cost liability, such as debts, obligations and liabilities, in the event that the COUNTY withdraws its membership. The MUNICIPALITY agrees to reimburse the COUNTY for the MUNICIPALITY'S pro rata share of any such contingent cost liability arising during

the term of this Agreement for Law Enforcement Services and assessed against the COUNTY. Upon notification to the COUNTY of any such contingent cost liability, the COUNTY will notify the MUNICIPALITY in a timely manner.

C. TERM OF AGREEMENT/TERMINATION

- 1. The term of this Agreement shall commence on January 1, 2018, and shall continue through December 31, 2021 ("Term").
- 2. If either party intends not to renew this Agreement at the end of its Term, the party must notify the other party and other MUNICIPALITIES in writing at least nine (9) calendar months prior to the end of the contract Term. If either party has not approved a successor agreement at the end of the Term, the COUNTY will continue to provide law enforcement services in accordance with this Agreement.
- 3. Either party may terminate this Agreement at the end of a calendar year and prior to the end of the Term of the Agreement by notifying the other party to this Agreement and the other MUNICIPALITIES in writing of their intent to terminate the Agreement at least nine (9) calendar months prior to the end of the calendar year.
- 4. Notice to the COUNTY shall be given to the County Manager and Ramsey County Sheriff, and Notice to the MUNICIPALITY shall be given to the MUNICIPALITY'S City Manager. Notice to the other MUNICIPALITIES will be given in accordance with the notice provisions of the contracts between the COUNTY and the other MUNICIPALITIES.

D. COST AND PAYMENT

- 1. The MUNICIPALITY agrees to pay the COUNTY the actual cost of providing all services covered by this Agreement. Actual cost shall mean the MUNICIPALITY'S pro rata share of the COUNTY'S total cost of providing patrol and police protection services as described in this Agreement to the MUNICIPALITIES with which the COUNTY has agreements for the current contract year, including, but not limited to the following: salaries of employees engaged in performing said services, including vacation and sick leave; mileage; uniforms; public employees retirement contributions; workers' compensation, automobile, general liability and police professional liability insurance costs or the cost of self-insurance; general overhead, including indirect expenses and supplies, radio unit expense, and health and welfare expense. The term "costs" as used herein shall not include items of expense attributable to services or facilities normally provided or available to all cities within the COUNTY as part of the COUNTY'S obligation to enforce state law. Computation of actual costs hereunder shall be made by the Ramsey County Finance Department based on information provided by the Sheriff.
- 2. During the term of this Agreement, the COUNTY shall annually submit a Budget Estimate for the following year of services to the MUNICIPALITY no later than August l of the current year. Said Budget Estimate will be for the limited purpose of better enabling the MUNICIPALITY to estimate its annual budget and tax levy. It is understood by the parties to this Agreement that said Budget Estimate shall in no way prevent the COUNTY from charging its actual costs.
- 3. If the MUNICIPALITY does not allocate the necessary funding for its proportionate share of the COUNTY'S Approved Budget to the MUNICIPALITIES for a given year, the MUNICIPALITY and the COUNTY must meet by January 31 of the

budget year in question to review and reach agreement on modifications to service levels provided by the COUNTY that are consistent with the MUNICIPALITY'S budget and that recognize the impact of these service level changes to other MUNICIPALITIES that contract with the COUNTY for these services.

4. Unless the COUNTY and MUNICIPALITY have reached agreement pursuant to the prior paragraph for a change in the MUNICIPALITY'S contribution, the COUNTY shall bill the MUNICIPALITY on a monthly basis in advance in an amount equal to one-twelfth (1/12) of the Budget Estimate for services to the MUNICIPALITY. The MUNICIPALITY shall pay the COUNTY within 45 days of receipt of the monthly statement. At the close of the contract year, the COUNTY will reconcile the current year Budget Estimate and current year actual costs, shall provide a copy of the current year actual cost to the MUNICIPALITY, and shall either give a credit to the MUNICIPALITY or bill the MUNICIPALITY for additional costs in excess of the Budget Estimate.

E. GENERAL PROVISIONS

- 1. Notice to the COUNTY shall be given to the County Manager and Ramsey County Sheriff, and Notice to the MUNICIPALITY shall be given to the MUNICIPALITY'S City Administrator. Notice to the other MUNICIPALITIES will be given in accordance with the notice provisions of the contracts between the COUNTY and the other MUNICIPALITIES.
- 2. It is understood that prosecutions for violations of ordinances or state statutes, together with disposition of all fines collected pursuant thereto, shall be in accordance with state statutes, state rules, and judicial orders.
- 3. The Ramsey County Sheriff's Office shall submit to the MUNICIPALITY quarterly activity reports detailing the activities of the Sheriff's Office under this agreement within the MUNICIPALITY. Said reports shall contain, at a minimum, the number of calls answered and the number of citations issued. However, no information will be provided which would violate the State Data Practices Act.
- 4. The MUNICIPALITY may contract with the COUNTY for additional law enforcement services above and beyond those provided in this Agreement.
- 5. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, signed by authorized representatives of the COUNTY and the MUNICIPALITY and attached to the original of this Agreement.

IN WITNESS WHEREOF, the MUNICIPALITY, by resolution duly adopted by its Council has caused this Agreement to be signed by Mayor Peter Lindstrom and City Administrator Sack Thongsvanh, and the seal of the MUNICIPALITY to be affixed hereto on the 1^{ST} of $\underline{\text{NWMDer}}$, 2017 and the COUNTY, by resolution of its Board of County Commissioners, has caused this Agreement to be signed by the Chair and Chief Clerk of said Board on the 2^{ST} day of $\underline{\text{Normber}}$.

COUNTY OF RAMSEY

By: Victorieal .Chair

Board of Ramsey County Commissioners

Bv

Janet Guthrie, Chief Clerk Board of Ramsey County Commissioners

APPROVAL REGOMMENDED By: Jack S ier

Sheriff of Ramsey County

APPROVED AS TO FORM:

By: Jeffr Stephenson

Assistant Ramsey County Attorney

CITY OF FALCON HEIGHTS By:

Peter Lindstrom Mayor

Bv:

Sack Thongvarh City Administrator

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

AGREEMENT MADE this 11th day of December, 2013 by and between the **City of Falcon Heights**, a Minnesota municipal corporation ("Falcon Heights"), and the **City of Lauderdale**, a Minnesota municipal corporation ("Lauderdale").

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

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

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

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

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

NOW, THEREFORE, the parties hereto agree as follows:

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

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

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

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

- 9. <u>COMMUNICATION</u>. Falcon Heights shall make every reasonable effort to notify Lauderdale of a major fire or related incident in a timely way on the first business day following the incident.
- 10. <u>MUTUAL AID</u>. Falcon Heights shall, in providing the services under this Agreement, utilize the mutual aid assistance available to it pursuant to various mutual aid agreements with other governmental units while serving Lauderdale including the authority to request assistance from a HAZMAT unit when the situation warrants it.
- 11. <u>MINNESOTA GOVERNMENT DATA PRACTICES ACT</u>. All data collected, created, received, maintained, or disseminated, in any form, for any purposes because of this Agreement is governed by the Minnesota Government Data Practices Act (Minnesota Statutes, Chapter 13 and related statutes), as amended, the Minnesota Rules implementing such Act, as amended, as well as Federal Regulations on data privacy. The person responsible for release of all data under this Agreement shall be identified by each party.

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

CITY OF FALCON HEIGHTS

By:	Peter Lindstrom, Mayo	bor
Ву:	Bart Fischer, City Adn	ninistrator
Date:	12/11	, 2013

CITY OF LAUDERDALE

Jeffrey E. Dains, Mayor

Heather Butkowski, City Administrator

Date: December 10, 2013

APPENDIX A

Response to fire calls and false alarms

	0-45	46-120	121-360	Over 360 Minutes
	Minutes	Minutes	Minutes	(Extreme)
Fire Call	\$457.68	\$457.68	\$893.83	\$1,420.03
(per truck)				
Identified	\$228.85	\$457.68	Not Applicable	Not Applicable
False Alarm	15			11
(per call)				

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

Appendix B Lauderdale Capital Payment for Truck 757



3000 Maxwell Avenue Newport, MN 55055

City of Falcon Heights, MN Franchise Fee Estimate – Gas and Electric April 2018

The following information is being provided to assist your community in discussions regarding franchise fees. Given customer sensitivity to electric and gas rates, we strongly encourage the city to reach out to residents and businesses regarding franchise fees.

- Information based on a one-year average, ending December 2017.
- Fee amounts are rounded to the nearest \$0.25 and applied as a flat fee.
- The table below shows the fee that would be reflected on a customer's monthly bill.
- Franchise fees must be applied equally to all energy providers.
- Franchise Fees are collected in lieu of any other permit fees.
- Xcel Energy retains no portion of a franchise fee.

Franchise Fee: Gas

Customer class	Monthly Fee
Residential	\$1.75
Commercial Non Demand	\$8.50
*Commercial Demand	\$75.00
*Small Interruptible	\$50.00
*Medium and Large Interruptible	\$100.00
*Firm Transportation	\$15.00
*Interruptible Transportation	\$15.00

Estimated Annual Revenue: \$51,774

* Currently there are no customers in these classifications

Franchise Fee: Electric

Customer class	Monthly Fee
Residential	\$2.25
Small C&I – Non Demand	\$3.50
Small C&I – Demand	\$22.00
Large C&I	\$200.00
Public Street Lighting	\$2.00

Estimated Annual Revenue: \$95,469

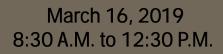
Please let me know what further questions I can answer about franchise fees and the implementation process. I can be reached at <u>jake.sedlacek@xcelenergy.com</u> or 651.458.1228.

Jake Sedlacek

Manager, Community Relations and Economic Development

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City of Falcon Heights Annual Goal Setting Session and Retreat



General Administration & Departments

- ø Administration
- ø Finance
- Planning and Zoning
- Public Works
- Park and Recreation
- Public Safety
 - § Fire
 - § Police (2018 Contracted with Ramsey County)



Fire Department

2018 Accomplishments:

- ø AFG FEMA \$100,000 Exhaust and Gear
- Ø Roseville and FHFD have an automatic fire aid agreement
- **ø** 146 Emergency Response Calls
- Ø 12 Community Service Events Attended
- Ø 2500+ Training Hours
- Hands-On Training Sessions in Lauderdale Acquired Structures
- Active Shooter Training and Response
- Social Media Updates, Fire Prevention and Safety Tips
- New Carpet in Fire Lounge and Offices
- Solution City Owned Bounce House for Events
- \$6,000 Ramey County UASI Grant Awarded for 2019
- Members Raised \$4900 for MDA Fill the Boot





Fire Department

2019 Goals:

- Improve morale and teamwork with all
- Receive \$100,000 AFG grant \$5,000 cost to City
- Implement a Paid on-call night shift commander
- Ø Daytime duty personnel − 1 to 4 fire personnel
- Car 700 Vehicle for shift commander
- Ø Response times 6 minutes for officer response 11 for truck
- § \$2,000 for purchase of cancer hoods
- Keep improving Health and Wellness
- Ø Update FHFD Standard Operating Procedures
- ø Fire Inspections on all Falcon Heights Commercial Buildings



Administration

2018 Accomplishments:

- Ø Digitize Property Records
- Ø Electronic Forms
- ø Tobacco 21
- 2018-2019 Able to Fill Open Administration Positions
 - § Administrative Coordinator
 - S Community Development Coordinator
 - S Assistant to the City Administrator
- Ø Enhance E-Newsletter
- Increased Social Media Efforts
- St. Paul Foundation Grant Inclusion Efforts
 - Survey/Service on the Spot
 - **§** Cultivating a Caring Community Event
 - Staff/Council Training





Administration

2019 Goals:

- Update permit applications
- ø Social Media
- Ø City Website & Platform
 - Communication
 - Clean up and simplify
 - Add personal touch
- Ø Communication Plan
- Social Media (analytics, marketing and public relations)
- Ø More "Cultivating a Caring Community" Events
 - Guest Speakers
 - Training for Staff and Council
 - Learning Opportunities for Residents and surrounding community
 - Falcon Heights Elementary Mural



Finance

2018 Accomplishments:

- Ø 2017 Annual Financial Audit and CAFR
- Ø 2017 Worker's Compensation Audit
- Ø City Budget for 2019
 - **§** Workshop Budget Worksheets
- Assisted in Setting Tax Levy for 2019
- State Auditor's Office Required Reports Annually
 - § Budget Summary
 - Financial Statement Summary
 - **§** Tax Increment Reporting
 - S Lobbying Report
- S Other Required Reports
 - **§** Department of Commerce Unclaimed Assets
 - **§** MN Department of Labor and Industry
 - **§** Quarterly Payroll Reports to IRS, State of MN, PERA, and ICMA
 - **§** MN Sales Tax Report







2019-2020 Goals:

- Improve Financial Sustainability for Future of City
- Maintain AAA Bond Rating
 - How do we do this?
- ø Maintain Compliance Requirements of State of MN
- Consistently Obtain Favorable Audit Results
- Maintain Positive Pay Security
- Ø 2019 CHALLENGE
- Some brokerage firms have decided that we are too small to want to do business with us. Example: Wells Fargo Securities and Morgan Stanley.



Planning and Zoning

2018 Accomplishments:

- ø Grants
 - S Ramsey County Recycling Grant
- Ø Completed 10-year 2040 Comprehensive Plan
 - Many community meetings
 - Included sustainability and resiliency
- Attained GreenStep City Step 5
- Approved five residential solar installation projects
- Filed all permits in property files (digital and hard copy)
- Approved plans for Hendrickson apartment project



Planning and Zoning

2019 Goals:

- Continue to identify "issues" in the zoning code
- Continually update the GreenStep Falcon Heights page with up-to-date data and complete Step 5 metrics
- Proactive approach to code enforcement
- Seek new opportunities for development
- Ø Develop GIS tools for infrastructure location
- Help develop vacant parcels and promote good design





Public Works

2018 Accomplishments:

- Sanitary sewer cleaning of ½ of the city was completed for 2018.
- Spring, fall, and touch up street sweeping during the summer season was completed.
- Saved on winter plowing and salting by doing in house. No plowing by the County this season.
- Checking of all outfall catch basins as part of the MS-4 requirements.
- Worked with County and State on projects within the city limits.







Public Works

2019 Goals:

- Ø Work with State and County on projects when needed.
- Root control program implemented till all mains have been lined.
- Ø Work with City Engineer on 2019 and future PMP projects.
- Street sweep at least 3 times this year.
- Keep up with MS-4 requirements, in and outfall basins, storage ponds, etc.
- Keep patching roads until they are scheduled for PMP.
- Basketball court at Curtiss Field.
- Ø Continue Sanitary Sewer Lining Program



Park & Recreation

2018 Accomplishments:

- Ø Special Events
 - Spring Together
 - Ice Cream Social &
 - Hot Dog with a Deputy
- Parks Programming
 - Rec on the Go
 - Piano in the Park
- IOO% filled Community Garden 1/3 new gardeners
- Mew signage at Curtiss Field
- Rehabilitated park pavilion in Community Park
- Target grant for soccer programming





Park & Recreation

2019 Goals:

- Ø New basketball court at Curtiss Field
- Ø Continue second year of Rec on the Go!
- Special Events ICS/Hot Dog with a Deputy
- Ø Partner with other Commissions
- Ø Continue to build relationships with community
 - S CTC, FHE, Lauderdale, Businesses, MRPA, NRPA
 - § Promote joint opportunities
- Ø Understand City's desires, research opportunities



Commissions

- Planning Commission
- Environment Commission
- Park Commission
- Operation Community Engagement Commission



Planning Commission

2018 Accomplishments:

- Start to finish with 2040 Comprehensive Plan
- ø Approved two variances: 1454 Roselawn & 1411 Larpenteur
- Approved PUD for Hendrickson project

2019 Goals:

- Review City Code for updates and corrections
- Provide more transparency in Planning and Zoning
- Hearings: Variances, PUDs, and Conditional Use Permits
- Ø Explore grant opportunities



Environment Commission

2018 Accomplishments:

- Sustainability Fair
- Saving Watts and Drops program
- Sustainability and resiliency in Comprehensive Plan
- ø GreenStep 5
- New member from UMN student body

2019 Goals:

- 2nd Annual Sustainability Fair
- Report on GreenStep 5 metrics
- ø Green building code
- More Grants and Green Opportunities



Park Commission

2018 Accomplishments:

- ø Low Waste Events, increased participation
- Improved Parks Programming; optimize existing resources
- Received grant funding for small projects implementation in Spring of 2018

2019 Goals:

- Ø Understand Council desires Further direction on Planning
- Promote opportunities for new events, programming
- Conduct Parks Audit(s)
- Ø Continue to explore grant opportunities



Community Engagement Commission

2018 Accomplishments:

- Ø Community outreach to apartments and connecting with neighborhood liaisons
- Ø City Events:
 - Human Rights Day Rep. Alice Hausman and Tim Thompson
 - Spring Together
 - Ice Cream Social and Hot Dog with a Deputy
- Revised Neighborhood Liaison Packet and Welcoming Packet
- Youth Programs Connect with schools and local organizations
- Appointed a Vice Chair Kim Johnson

2019 Goals:

- Connect with Neighborhood Liaisons
- Ø Continue to do community outreach and build trust
- ø City Events Get more numbers
- Create a "Cultivating a Caring Community"
- ø Census 2020



City Administrator and Council Topics

- a) City Infrastructure
 - i. Road Replacement Schedule
 - ii. City Buildings (City Hall and Community Park Building)
 - iii. Parks
- b) Budget
 - i. Capital Reserve Replacement
 - ii. New Website Development
- c) Blue/Red Ocean
- d) Emergency Management Structure
- e) Air B&B
- f) Single Hauler
- g) Monies for Task Force Implementation and CEC Efforts
- h) Xcel Franchise Fees-Revenue
- i) Snow Removal Policy for Sidewalks (City and Larpenteur Ave)
- j) Police Service Contract
- k) Financial Plan
- I) Fire Contract for Lauderdale



City Infrastructure – Road Replacement Schedule

Year	Drojost #	Drojost	Location		Assessment		MSA		ltu Straata		the Storm		Total Cost	Notes
real	Project #	Project	Location		Assessment		IVISA	C	ity-Streets		ity- Storm		TOLATCOSL	NOLES
		Hoyt & Snelling Signal												
2019	19-01		Hoyt & Snelling			\$	112,000					\$	112,000	MnDot Led
2020	20-01	Cleveland Avenue Project										\$	-	Ramsey County Led
2020		Roselawn & Snelling Signal Replacement				\$	128,000					\$	128,000	MnDot Led
2021		2021 PMP	Tatum, Lindig, Fry, St Marys	\$	111,323	\$	129,876	\$	129,876	\$	37,108	\$	408,183	Mill and Overlays
2021		2021 PMP	Asbury, Arona, Simpson, Garden, Ruggles	\$	209,793	\$	244,758	\$	244,758	\$	69,931	\$	769,240	Mill and Overlays, Garden (Reclaim)
2022												\$		
2022												Φ	-	
2023			Roselawn, Falcon Woods, Pascal, Holton, Albert, Sheldon, Ruggles	\$	382,824	\$	446,628	\$	446,628	\$	127,608	\$	1,403,689	Mill and Overlays, Falcon Woods (Bituminous Reconstruct), Roselawn in RV CIP in 2023
2024												\$	-	
2025		2025 PMP	California, Idaho, Iowa	\$	84,424	¢	98,495	\$	98,495	¢	28,141	¢	309,555	Mill and Overlays
2025		2023 PIVIP		Φ	04,424	Ф	90,493	Ф	90,493	Ф	20,141	Ф	309,555	will and Overlays
2026												\$	-	
2027		2027 PMP	Fulham (Lauderdale), Hoyt (St Paul)	\$	18,031	\$	21,037	\$	21,037	\$	6,010	\$	66,115	Coop Project with LD & StPI
10 Yr Totals				\$	806,395.17	\$	1,180,794.37	\$ 94	40,794.37	\$ 26	8,798.39	\$3,	196,782.30	
Average Year				\$	80,639.52	\$	118,079.44	\$ 0	94 079 44	\$	26 879 84	\$	319 678 23	



Community Park Building







Community Park Building

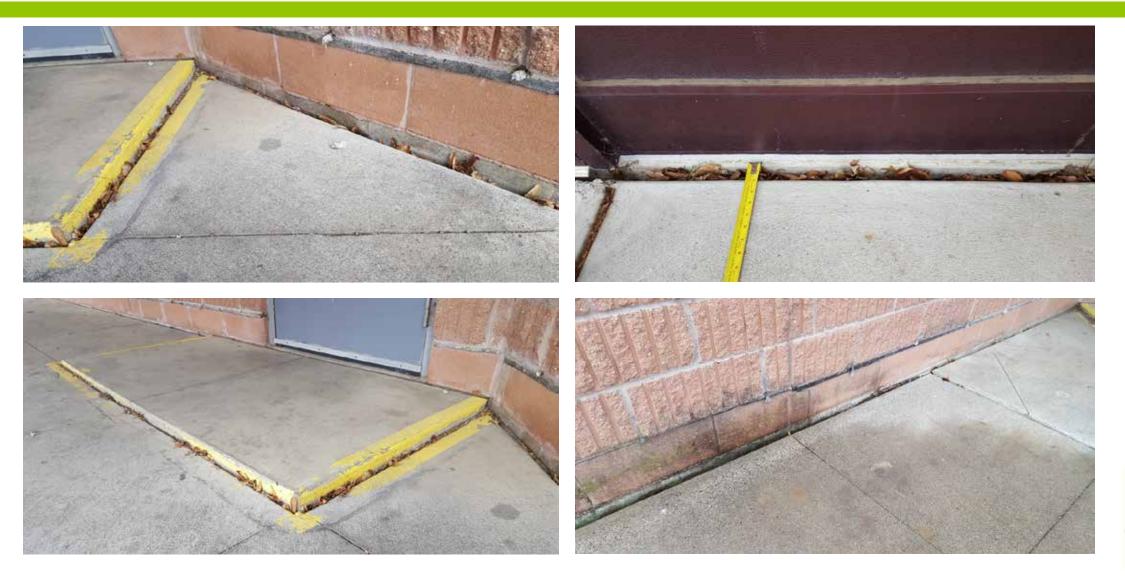




Community Park Building



















City Parks — Curtiss Field



Curtiss Northwest Airport - In 1919, Snelling and Larpenteur Avenues were two-lane, unpaved roads in what was then Rose Township. The southeast corner of the intersection had most recently been a farm field. But now it became home to the first major airport in Minnesota and, for a brief time, the center of aviation in the state. You could buy a plane here, learn to fly it, and have it serviced and repaired. Hundreds, sometimes thousands, of people would come here on summer Sundays to watch air shows.

Bill Kidder



Phoebe Fairgrave and Vernon Omlie -This duo first teamed up at Curtiss Northwest Airport in 1921 when Fairgrave set a world's record 15,200-foot parachute jump with Omlie at the plane's controls. Fairgrave and Omlie left St. Paul to arnstorm and eventually married. She scame the first woman to achieve a 'ransport Pilot's License and went on to win veral national air races. Together, they hlished the first airport in the mid-South

A former real estate salesman with a flair for promotion, Kidder learned to fly at a Curtiss Company flight school in Newport News, Virginia. Following World War I, he got his start in the aviation business by acquiring a trainload of second-hand Curtiss Jenny biplanes for pennies on the dollar. Kidder's contract with Curtiss gave him exclusive rights to represent the company in Minnesota, Montana, North Dakota and South Dakota. He was a pivotal figure in the early days of transition between the barnstorming era and commercial aviation

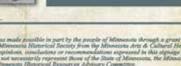
Charles "Speed" Holman --

The legendary barnstormer and Northwest Airway's first pilot was an enthusiastic promoter of aviation across the region. In 1924, Curtiss Northwest mechanics helped him prepare his Thomas-Morse Scout biplane to compete in the Nation Air Race at Dayton, Ohio. Holman finished second, adding to his growing



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This interpretive signage was made possible in part by the people of Monsoota through a great found by an appropriation to the Monsoola Montorical Society from the Monsoota Area & Catheral Horitage found, any views, findings, optimism, conclusions or recommendations supervands to this signage are down of the authors and do nor necessarily represent fluxer of the State of Monsoota, the Monsoota Historical access, or the Monsoota Banava distance Cathera Cathera in the Monsoota.



airborne for an impressive 10 minutes By 1916, Curtiss headed the world's

largest avisition company, establishing dealerships to sell planes scross the United States, one of the first being



MN Historical and Cultural Heritage Grant Agreement: \$2,136 Timeline for 7-1-17 to 7-1-18



reputation. St. Paul's downtown airport is named for him.

N'HI KONT OVER THE RATE OF 101 LOC 17 1718 ONVE of ---- MIND IS ADD IN

City Parks – Curtiss Field

Curtiss Northwest Airport - Serving the Area

Curtiss Northwest Airport - In 1919, Snelling and Larpenteur avenues were two-lane, unpaved roads in then - Rose Township. Into the 1920's, enthusiasm for aviation grew at Curtiss Northwest Airport. The airfield served many purposes including full-service hangars, aviation-related sales, and many promotional endeavors. Curtiss Northwest Airport's history includes many aviation firsts to Minnesota and the upper-Midwest.





Arriel phone of Cartine Northwest Aleport and the Largentine - Builling intersection. Image inters from the workeen Aleport adam from the west. Largenteer Assesse is visible in the left of the hanger.

Aexial Photography and Mapping – In the early days of commercial aviation, people were fascinated with the perspective serial photos provided. Relying on the skill of his ace photographer, Paul Hamilton, Kidder kept Curtiss Northwest Airport in the news by supplying local papers with serial views of the city and countryside. He also contracted with Northern States Power Company to provide aerial mapping during the utility's rapid expansion

Curtiss Northwest Airport and The Minnesota Air National Guard

Helping Establish the Minnesota Air National Guard - In 1920, a Curtiss Northwest pilot flew two state officials on a bold journey all the way to Washington D.C. There, federal authorities impressed by the Minnesotan's initiative, authorized the formation of the nation's first Air National Guard unit.





How did Curtiss Northwest Airport Serve the Area?

Crop Spraying The state entour is entomologist contracted with Curtiss Northwest to fight a grasshopper tion in northern Minnesota. Kidder's mechanics rigged two planes with hopper a to drop a mixture of bran, molasses and amenic in sloughs. The application was ared successful, whatever the environmental impact.

Transporting Putlents, Pollicial Caudidates In order to transport an ailing man from an isolated Wisconsin farm to a St. Psul hospital, Kilder's nockanics retrofited a plane to accommodate a hospital cot. The same plane went on to ferry patients from St. Pluel to the Mayo Clinic in Rochester, Minneston In 1922, Curties Northwest Airport was associated with the first extensive use of a plane in a political campaign. In an upset, Henrik Shiptiand was obscied over Prank B. Kellogg to the United States Senaec. Kidder clientic disk States and the United States Senaechest spectra and the Kellogg's car was "often stack in the mud."

Pretght Haming During a railwast strike in 1920, two Curtiss Northwest pilots flew to New York on behalf of the Dayton's Department Store in downtown Minnaupolis and returned with a load of lixavy goods. It was the longest cargo flight up to that time. After unloading, the planes were placed on display outside the store.

This interpretive signage was made possible in part by the people of Man decayfra grant factor by an appropriation to the Mannaora Risserical Society from the Mannaoria Arts & Column J Arritage Fund. Any views findings, opinions, conclusions or recommendations expressed in this signage are those of the authors and do not necessarily represent those of the State of disnerota, the Minnerota Historical society, or the Minnesota Historica Resources Adultory Committee.



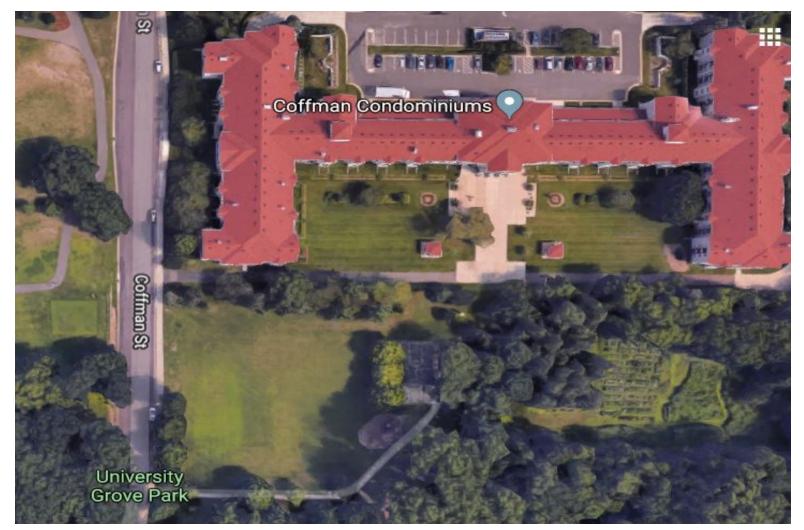




1740 40497 Durine Field MUMI DL. HOL LIVE TP. TP18 (SWITC .x? ---- 36.002 in a \$4.000)

City Parks – University Grove Park

Need ADA Audit





Budget – Capital Reserve Replacement

Park/PW Equipment	2018	2019	2020	2021
1 Ton Truck			\$40,000	
F-150 Truck				\$35,000
Bobcat 5650		\$40,000		
JD-Riding Mower		\$30,000		
Dump Truck	\$125,000			
Tractor	\$25,000			
Toro- Mowers			\$80,000	
Fund Balance – Start	\$200,000			
Transfer	\$0	\$0	\$0	\$0
Fund Balance	\$50,000	(\$20,000)	(\$140,000)	(\$170,000)

Annual AllocationsEquipment Certificates



Budget – New Website Development



Red Ocean Strategy

Red oceans are all the industries in existence today – the KNOWN market space

- Compete in existing market
- Beat competition
- Capture more of existing demand

Blue Ocean Strategy

Blue oceans are all the industries not in existence today – the UNKNOWN market space

New Market
Make Competition Irreverent
Create new demand



Emergency Management Structure

Concern: Require Falcon Heights CERT members to be re-certified bi-annually in order to remain knowledgeable and active.

- Community Emergency Response Team (CERT) Program concept was first developed and implemented by the Los Angeles City Fire Department in 1985
- Ø CERTs learn Emergency Tactics
 - o Fire Safety
 - Disaster Preparedness
 - Disaster Medical Operations
 - Search and Light Rescue
 - Disaster Psychology
- Falcon Heights Emergency Preparedness Website
- Falcon Heights Home Guide to Emergency Preparedness



Airbnb

Concern: Need for updating language in rental housing code from "four months" to "four consecutive months to the same lessee".

Reason: Without this update, those currently providing short-term lodging would be required to adhere to this code, do potentially unnecessary remodeling, lose valuable privacy, and demand increased workload from City staff.

Additional Consideration: Watch progression over the next few years. Consider implementing some of the City of Minneapolis regulations.







Funds for Task Force Implementation and CEC Efforts



Xcel Franchise Fees - Revenue

- Ø Under MN Statue (216B.36) cities can impose a fee on utility companies that use the public right-of-way to deliver service.
- Collected started in October 1, 2018
- § \$20,000 received for 4th quarter in 2018
- Ø Estimates of \$140,000

Benefits of Franchise Fees: When comparing franchise fees as a revenue source to property taxes, some advantages include:

- Cover a wider base than property taxes (University and Non-Profits)
- ø Will diversify the City's revenue sources
- Ø Reliable sources of revenue to budget for

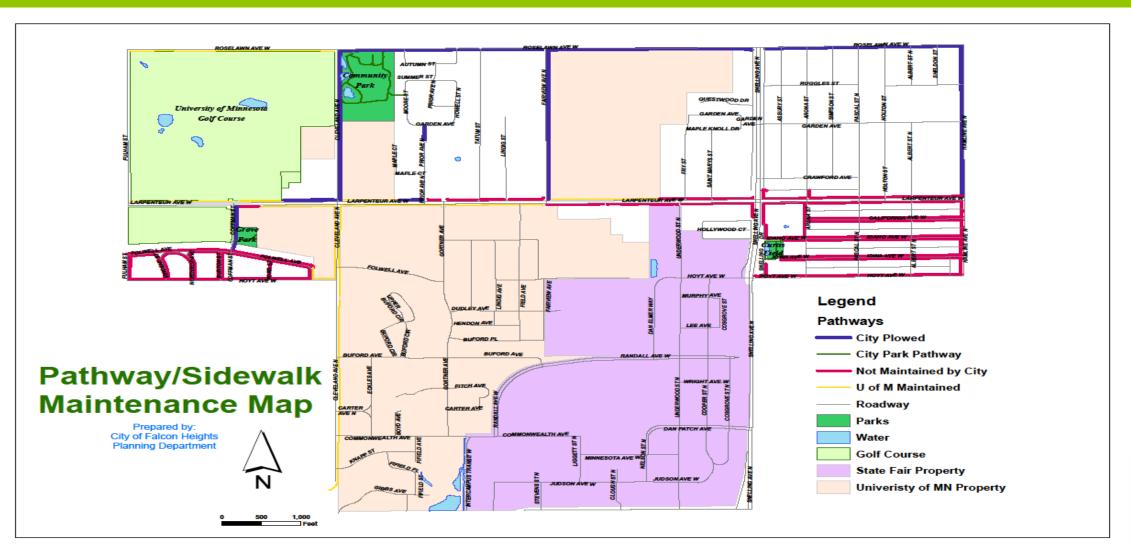


Snow Removal Policy – City and Larpenteur Ave

- The City's Removal Policy is inconsistent
- October 14th, 2015 Staff was directed by the City Council to send out letters
- Maintenance responsibility allocated to property owners
- Ø 2018 additional sidewalks from Hoyt to Larpenteur as part of MnDot concrete rehab
- Continue to explore options and process



2018 Pathway and Sidewalk Maintenance Map





Police Service Contract

- On July 2011, 2017 the City of Saint Anthony passed a resolution to terminated the contract the City has had with them for 22 years
- April "Request for Interest" letters sent out
- Ø City only received one response to the Request for Interest Ramsey County Sheriff's Office The two options proposed:
 - Entering into an independent contract between the Ramsey County Sheriff's Office and the City of Falcon Heights based on services you wish to have as a community.
 - Entering into a contract Cities Group that then contracts with the Ramsey County Sheriff's Office for services you wish to have provided as a community. This option is a shared cost model which typically reduce costs for communities involved. It requires petitioning the Contract Cities Group, which is its entity, for investment in their contractual arrangement with the Sheriff's Office as the contracted providers of services.
- Sost went from \$675,000 to \$1,001,000 in 2018
- 2019: \$1,179,099 (increase of around 15%) this accounted for capital,



Financial Plan

- June 21, 2016 was time that planning was worked on.
- Ø 10-15% Completed
- ø Additional Revenue Resources to consider
 - Franchise Fees
 - 2019 Conduit Bonding Potential revenue of \$90,000
 - Community Solar Garden and City Hall Solar

0



Fire Contract for Lauderdale

- Contract renewed in 2013 with additional payment for Ladder Truck of \$2,250/yr starting in 2014 to 2023 for a total of \$22,500 (3% of total truck cost) wrong formula used
- ø Explore in 2019
 - Use Consistent formula (example: call volume)
 - $_{\odot}~$ Allow for the City to assess future needs
 - Market Value will become flat or decrease over time: Falcon Heights residents will pay more of the cost share



2018 City Council Retreat Recap

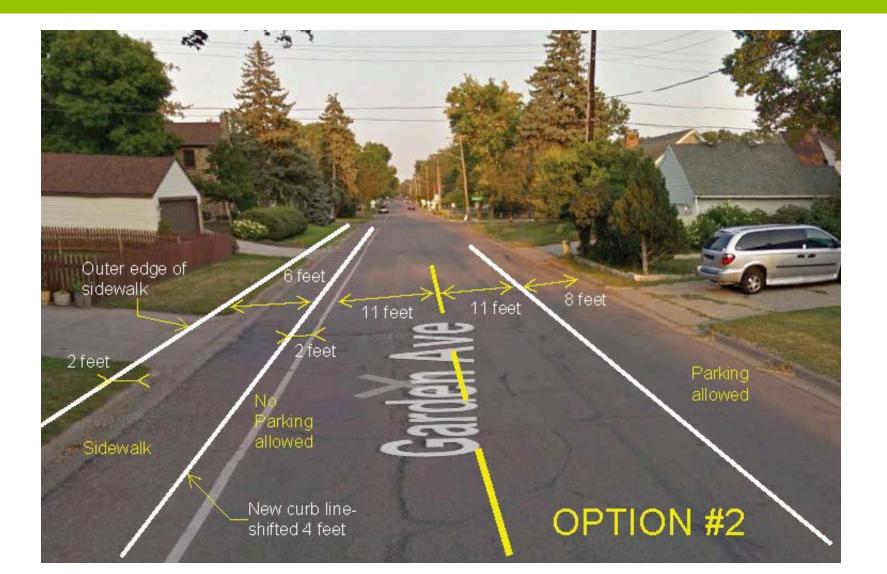




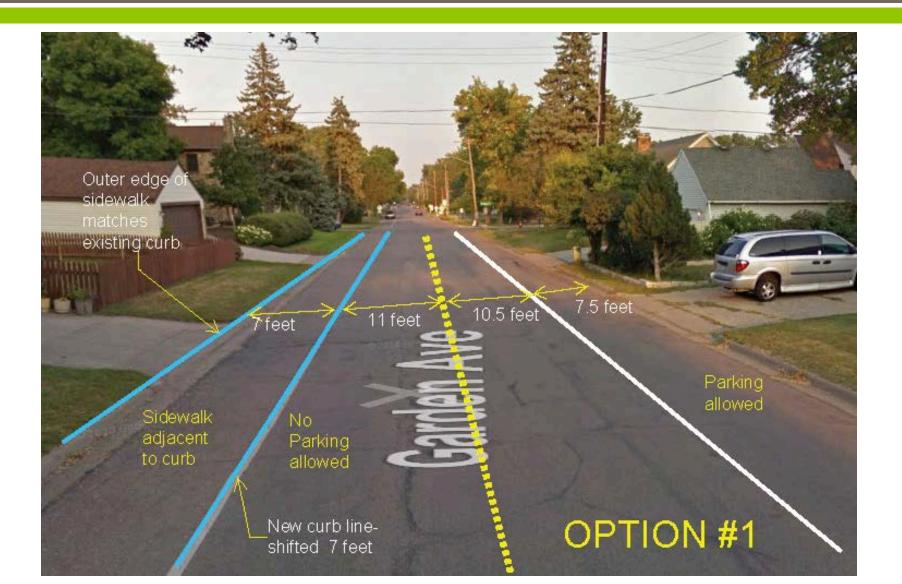














Staff is looking for direction on how to proceed

















