

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

AGENDA
October 25, 2017 at 7:00 P.M.

- A. CALL TO ORDER:
- B. ROLL CALL: LINDSTROM ___ HARRIS ___ BROWN THUNDER ___
FISCHER ___ GUSTAFSON ___
- STAFF PRESENT: THONGVANH___
- C. PRESENTATION
- D. APPROVAL OF MINUTES:
1. October 11, 2017 City Council Meeting Minutes
- E. PUBLIC HEARINGS:
- F. CONSENT AGENDA:
1. General Disbursements through: 10/19/17 \$207,288.42
Payroll through: 10/15/17 \$20,691.69
2. 2017 Pavement Management Project Change Order(s)
3. Grant Application – Como Park Lutheran Trust
4. Grant Application – Local Government Innovation Awards
5. Transfer of Funds for Budget Amendment for Fiber Optic Network
- G: POLICY ITEMS:
1. Law Enforcement Services with Ramsey County Sheriff’s Office
- H. INFORMATION/ANNOUNCEMENTS:
1. Weekly Police Reports – Can Now Be Found At:
http://www.falconheights.org/index.asp?SEC=75B3E8BB-785B-4048-B543-995BAE0716A5&Type=B_BASIC
- I. COMMUNITY FORUM:
- J. ADJOURNMENT:

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

MINUTES

October 11, 2017 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
FREIHAMMER X

- C. PRESENTATION

- D. APPROVAL OF MINUTES:
 - 1. September 27, 2017 City Council Meeting Minutes Approved

- E. PUBLIC HEARINGS:
 - 1. Comcast Television Franchise Ordinance

Coralie Wilson, the Executive Director of the North Suburban Communications Commission, CTV North Suburbs presented that the 1998 franchise was good for 15 years and it's what we're currently operating under. We started franchise renewal conversations in 2011 for 2013. They have been in negotiations with Comcast and in the last two years have specifically focused on public education and government access (PEG) programs and the institutional network potentially moving to managed services. Comcast did not want to provide internet for non-video services, such as Inet, and they wanted to put managed services in place. Cities are receiving managed services at competitive pricing, and not all cities will need this if they have fiber. If Comcast agrees to a lower price with a similar organization, we will also get that price. Through the end of this year they have three grants: operating grant, equipment grant, and scholarship and intern services. Instead of receiving those grants next year, they will be receiving 3% of gross revenue. This is typically the highest percentage received for PEG support. This is a 40% cut in their overall funding. One of the changes being considered due to the cuts is the 100 hours program. This is a 10 year franchise agreement with Comcast.

Council Member Harris Moved, Approved 4-0

2. Proposed Permitted Parking – Falcon Woods

City Administrator Thongvanh stated that in 2016 there was second petition for parking on Garden Avenue in 10 years. The City Council approved permitted parking on Garden, and the south half of Moore and Howell. The argument is that the issue will be pushed north. The city received an additional petition for Moore Street. There are three options to move on: permit the entire area up to Roselawn, permit the remainder of Moore and Howell, or permit the area that was petitioned on Moore. Based on the feedback he has received, he would recommend to the Council option 3 of permit parking for the remainder of Moore. Although the city does collect a fee of \$200 for the parking petition, the expense for installing the signs is about \$1,000-\$1,500. For the upcoming year,

there will be a recommendation made to change the fee schedule. The application fee would remain, and the recommendation would be for an additional fee for signage and installation.

Ron Eishen- 1861 Moore St:

The problem has moved north from where it was originally. This is a problem with the many kids that live on Moore St.

Barbara Barany- 1813 Prior Ave:

She has mixed feelings about parking as she is on the curve of Prior Ave. She has noticed three cars that have consistently been parking. When she recently had to park on the street she received a note on her car speaking to UMN motorists, which has been concerning to her.

City Administrator Thongvanh:

There are temporary \$3.00 parking permits that contractors can utilize. For an event of five cars or more, there is a \$25 fee for parking permits.

Wally Northrup- 1942 Summer St:

He is in favor of option 3. On Summer Street they have not had a problem with parking on the street. A neighbor received signatures from 44 of the 73 households that are opposed to permit parking.

Martin Ammann- 1869 Moore St:

He saw the parking move north on his street. If no parking is put only on Moore Street, it will move up. Make a decision, and don't break up the community by pitting neighbors against one another.

Denis Caywood- 2028 Garden Ave:

He thanks the Council for putting permitted parking on Garden. He supports that Moore Street be permitted since they have experienced the excess parking.

City Administrator Thongvanh:

Option 3 is extending the parking to the end of Moore Street. This would be to the corner of Summer.

Peter Olin- 1958 Summer St:

There is a difference between parking on the street and using the street as a weekday parking lot. This is a University problem. They have the ability to park more cars on their lots. This is not the neighborhood's problem, and they are being made to pay for it. Another option is two hour parking.

Erin Williams- 1974 Autumn St:

Many of her questions are related to the cost. She likes the idea of two hour parking.

Melissa Jamoral- 1842 Howell St:

Since the signs went up, they have had 4-5 cars on Howell and at the Prior cut off. With signs on Moore Street, that will push all those cars to them. The signs should be continued north.

Bonnie Olin- 1958 Summer St:

She walks every day and she has noticed less cars per street since they are a little more dispersed between three streets. When you extend the Moore Street signs, don't put up red flags stating that the permitted parking ends here. No solution is going to be good one way or another.

Barbara Hartwick- 1964 Autumn St:

She is against permitted parking. She wants the freedom to utilize the parking when needed without restrictions. Her income is limited and she cannot afford the added costs.

Martin Ammann- 1869 Moore St:

Residents should not have to pay for the parking permits. If the permitted parking is only on Moore Street, when he has guests over they will mostly park outside of the permitted area, pushing the problem north. In the winter with snow and parked cars, how will the firetrucks get through?

Joel Turbes- 1957 Autumn St:

He signed the petition against permitted parking. Is it possible to consider a fourth option of putting signs on the path going into Community Park stating parking is for Falcon Heights residents only?

Mary Ward- 1811 Moore St:

She is part of the original permitted area, and it has worked great. She supports the rest of Moore Street becoming permitted. They have contractors right now who have pulled temporary parking permits, and it hasn't been an issue. It's not a good use of police time to try to get people ticketed on other parking complaints.

City Administrator Thongvanh:

The standard to receive 75% approval in a petitioned area is part of the Administrative Manual. The Council is not required by code to make any decisions one way or another based on the petition.

Kate Holliok- 1981 Summer St:

She has three college kids that are home in the summer. She does not want to have to deal with getting parking permits for them, their friends, and guests. It would be expensive and inconvenient. If it does happen to be permitted, why cannot the permits be free if they can prove that they are a resident?

Neil Waller- 1596 Vincent St:

He does not live in the neighborhood. Students are not allowed to park in his neighborhood, and the problem should not exist elsewhere. A car parked on both sides of the road is a quality of life issue.

Barbara Barany- 1813 Prior Ave:

She argues against option 2 because if permitted parking goes on the remainder of Moore and Howell, the cars will all flock to Prior Ave rather than be dispersed among streets.

Katie Meriam- 1861 Moore St:

She is in favor of permit parking. They are 17 kids in that stretch of Moore and it is a safety issue. It is not just students parking there, but staff as well. It is \$2 a day to park at Gibbs.

Denis Caywood- 2028 Garden Ave:

He supports Moore and Howell having permitted parking. If other streets do not want it, then that is their choice. He witnessed an accident with a parked car because there was no room to back out.

Warren Plaisance- 1966 Summer St:

If you push the problem down to Summer Street, you are only making it an issue for another street.

Peter Olin- 1958 Summer St:

This is a University issue, and they have not addressed it. They can solve the problem.

Martin Ammann- 1869 Moore St:

Talk to Spire who has all the land, but no one parking on it. Make a deal with the University and Spire. The parking permit is a tax to the residents.

Mayor Lindstrom:

He and Sack are meeting with the new University of Minnesota Community Relations employee, and he will bring this up as an issue. He will strongly relay the neighborhood's concern.

Council Member Harris:

She has been an advocate of permitting the whole neighborhood. She is glad to have parking restrictions on her street. You cannot ignore a petition with so many people standing by it. In spite of the petition, she thinks there should be permitting, but instead work with the fee aspect of it.

City Administrator Thongvanh:

Two hour parking has worked well in the Grove. Two hour parking could work, but it is also going to be more time-consuming for the police to enforce that. Signage could be posted at the entrance with limited signage needed throughout.

Council Member Gustafson:

We could look at permitting the rest of Moore Street, and if it becomes a problem on other streets then visit the two hour parking for those streets. That will not stop habitual parkers from coming in and parking for a short period of time.

Council Member Fischer:

He agrees that they should pass the permit parking for Moore, and soon enough the other streets will want it. Two hour parking may be an option when considering that.

Council Member Harris Moved for permit parking on Moore St. and to consider options to the permitted parking, Approved 4-0

3. Assessment Hearing – 2017 PMP

City Engineer Freihammer stated that they have only done the first layer of pavement this year, and after that settles they will install the second layer in Spring of 2018. They replaced damaged curb and gutter, broken sidewalks, and updated curb ramps to meet ADA compliance. A lot of utility work was done and this was not assessed. St. Paul Regional Water replaced about 75% of the water main. The parts not replaced had recently been replaced. There were some minor upgrades to the sewer. They did upgrades to the storm sewer by upsizing the storm sewer on Folwell to eliminate some flood areas. This should reduce the frequency of flooding. Additionally, there have been pathway improvements. The estimated final project cost is \$1,498,097.39. The University paid about \$73,000 towards the project, which was agreed upon prior to the project.

The assessment policy assesses the front footage of the lots, and corner lots are assessed 100% on the long side and 0% of the short side of their lot. The cost per foot of frontage was \$72.50. The original street improvements assessment rate was \$28.00, and the new proposed rate is \$29.00 due to additional work. For commercial it was originally \$42 and is now \$43.50.

After the assessment hearing, residents will have the first 30 days, up to November 10, to pay their special assessment up front with no interest. Residents can pay any portion of their assessment

during this time, and the remainder will be put on the property taxes to be spread out over the course of seven years with an interest rate of 5%. There is a hardship deferral option that can be applied for at City Hall.

Council Member Fischer:

Some lots have rounded corners and there was concern that they would be assessed for two sides.

City Engineer Freihammer:

Ramsey County plat data was used to determine the length of the sides. A curved lot that changes its arc would be considered as two sides. However, if it was one long continuous arc with no way to determine where there would be sides, then that is included as frontage.

City Administrator Thongvanh:

The Council adopted the assessment policy in 2007 after a lot of public discussion. Assessment policies are unique to every community. Some cities assess per lot, some do not assess, and some tax the entire community per project. Residents can appeal their assessment as well.

Neil Waller- 1596 Vincent St:

He lives on the property with no tangent. He teaches math classes at UMN and sees no problem in splitting an arc in half. He would argue that there is a tangent with a driveway. To charge for the entire frontage does not seem fair. He is being charged thousands of dollars more than his neighbors.

City Administrator Thongvanh:

In order to appeal, there has to be a formal appeal to the Council in writing and within 30 days an appeal to district court. In order to appeal to district court, the property owner has to provide an appeal notice to the City Council. The property owner has to have a written, signed objection prior to the assessment hearing or have it presented at the hearing. The notice of appeal must be filed with the clerk at the district court within 10 days after the public hearing.

Erric Schiffman- 1596 Northrup St:

Out of fairness, does it make sense that the lot next to him is paying about \$2,000 with a similar lot size and he is paying about \$4,600? The lots in the neighborhood are all about the same size, and the average cost to people in the neighborhood is about \$2,200. The City of Ramsey has principles such as, the assessment must be uniform in relation to the same class of properties within the assessment area. In this case, they charge all the residents the same. He agrees that in general the policy works, but it doesn't work in this instance of a curve. This should be taken into consideration.

Mayor Lindstrom:

To change the assessment policy to be more equally split, it would significantly increase the dollar amount for the other assessments in the Grove. Fairness is taken into consideration. He also cannot argue the fairness in equally splitting the assessment costs regardless of lot size. It is not clear cut.

Council Member Fischer:

The assessment policy has to apply to many different types of lots, and it will not necessarily be fair to all. In this case, this is an extreme outlier. The assessment policy is not being changed tonight, but what are the options tonight?

City Administrator Thongvanh:

There has to be a written petition to appeal. After they appeal the assessment, Council can decide how to move forward. He has seen Council Members negotiate with residents prior to district court.

The next step is up to the Council if they decide to negotiate an amount after the appeal or wait for the resident to file with the district court.

Barbara O'Leary- 2252 Folwell Ave:

Their assessment is about \$3,700, and with upcoming taxes that will tack on another thousand. The project itself was very disruptive. There were water shut offs for several days, and they did not turn it on when they said they would. Street lights have been out. The people who are retired will have to be paying so much more now.

Neil Zwoller- 1956 Vincent St:

He can assure you that there is a tangent for his property. Is this policy of tangents in writing?

City Engineer Freihammer:

We can review the property, from the plat it shows one long curve. The policy of tangents is not in writing and was an interpretation to determine frontage.

Eric Schiffman- 1596 Northrup St:

Why does his curved lot have to pay more even if they didn't get all new curb or sidewalk?

City Engineer Freihammer:

Sidewalk and curb was replaced as needed. A lot of the areas that got all new curbs were related to St. Paul Water and St. Paul paid for those replacements. Sidewalk repair was done in areas that needed to be fixed, but long stretches were paid for by St. Paul Water and CenterPoint.

City Administrator Thongvanh:

The city does not certify the assessment until November. The appeal gives 30 days for negotiation with the Council. If there is not an agreement within those 30 days, then it can be taken to the district court to begin negotiations in that manner.

Council Member Fischer:

What would be the ramifications of keeping the public hearing open to allow others to appeal?

City Administrator Thongvanh:

The public hearing was held tonight due to the need to certify the assessments to the county by November 16. If the public hearing is left open, that would push back the 30 days and the county would not be able to put the assessments on tax statements.

Council Member Harris Moved to adopt the assessments with consideration to the appeals made tonight, Approved 4-0

F. CONSENT AGENDA:

1. General Disbursements through: 10/05/17 \$139,104.43
Payroll through: 9/30/17 \$18,217.08
2. Designation of Polling Places for the 2018 State Primary and State General Elections
3. 2017 PMP Payment #6
4. Sanitary Fund Transfer to Reduce Debt Service Payments in 2018

Council Member Fischer Moved, Approved 4-0

G: POLICY ITEMS:

H. INFORMATION/ANNOUNCEMENTS:

1. Weekly Police Reports – Can Now Be Found At:
http://www.falconheights.org/index.asp?SEC=75B3E8BB-785B-4048-B543-995BAE0716A5&Type=B_BASIC

Council Member Fischer:

- Community Engagement Commission meets on Monday at 7pm.

Council Member Harris:

No updates.

Council Member Gustafson:

- The Fright Farm is at the Ramsey County Fairgrounds on Friday and Saturday nights from 7-11pm. This will be every weekend in October for \$12 per person. On Sunday, October 29 there is a low-scare event for kids. All money raised goes to a foundation geared towards the community for youth and public safety engagement.

City Administrator Thongvanh:

- The workshop will be on October 18. The agenda will include the Ramsey County Sheriff's Department presentation. He is working with Ramsey County on the contract. After the contract language is finalized, he will present it to the Council for approval at a Council meeting. There will be one or two open houses for the public to meet with Ramsey County at the end of November and/or beginning of December.
- The workshop will also have a draft vacant home ordinance and potentially the assessment appeals.

Mayor Lindstrom:

No updates.

I. COMMUNITY FORUM:

John Shardmil:

He is one of the co-chairs on the Commitment to our Schools Committee. He has been working to promote the passing of the bond referendum. He encourages people to take advantage of the community meetings and tours that are being provided by the Roseville School District. Tomorrow night at 6pm there will be a tour of Roseville High School and a community meeting at 6:30pm. On October 30 there is a tour of the Roseville Middle School at 6pm and a community meeting at 6:30pm.

They realize that some people are on a fixed income and may face a hardship due to increased taxes. They are providing information on property tax refunds, deferrals, and deductibility. Studies show that every dollar you spend in schools brings \$12 back to aggregate property values.

City Administrator Thongvanh:

There is a special home owner's homestead credit refund. To qualify you must have owned and lived in the same house in 2016 and 2017, the net property increased more than 12% from 2016 to 2017, and the increase was at least \$100 and was not due to improvements made to the property. There is no limit to income for the refund. The maximum refund is \$1,000.

J. ADJOURNMENT: 9:25 pm

Peter Lindstrom, Mayor

Dated this 11th day of October, 2017

Sack Thongvanh, City Administrator



The City That Soars!

REQUEST FOR COUNCIL ACTION

Meeting Date	October 25, 2017
Agenda Item	Consent F1
Attachment	General Disbursements and Payroll
Submitted By	Roland Olson, Finance Director

Item	General Disbursements and Payroll
Description	General Disbursements through: 10/19/17 \$207,288.42 Payroll through: 10/15/17 \$20,691.69
Budget Impact	The general disbursements and payroll are consistent with the budget.
Attachment(s)	· General Disbursements and Payroll
Action(s) Requested	Staff recommends that the Falcon Heights City Council approve general disbursements and payroll.

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PACKET: 01642 OCTOBER 6 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 22		CITY OF ST PAUL				
I-IN00024836		ASPHALT MIX	280.75			
10/06/2017	APBNK	DUE: 10/06/2017 DISC: 10/06/2017		1099: N		
		ASPHALT MIX		101 4132-75000-000	BITUMINOUS PATCHING	280.75
=== VENDOR TOTALS ===			280.75			
01-05450		LEAGUE MN CITIES INS TRST				
I-11522		WORKMANS COMP PITTMAN	414.54			
10/06/2017	APBNK	DUE: 10/06/2017 DISC: 10/06/2017		1099: N		
		WORKMANS COMP PITTMAN		101 4132-88000-000	INSURANCE & BONDS	414.54
=== VENDOR TOTALS ===			414.54			
01-05665		METROPOLITAN COUNCIL				
I-1072812		NOVEMBER SANITARY SEWER	42,449.17			
10/06/2017	APBNK	DUE: 10/06/2017 DISC: 10/06/2017		1099: N		
		NOVEMBER SANITARY SEWER		601 4601-85060-000	METRO SEWER CHARGES	42,449.17
=== VENDOR TOTALS ===			42,449.17			
01-06053		OREILLY AUTO PARTS				
I-1799349534		LATEX GLOVES	57.96			
10/06/2017	APBNK	DUE: 10/06/2017 DISC: 10/06/2017		1099: N		
		LATEX GLOVES		101 4132-70120-000	SUPPLIES	57.96
=== VENDOR TOTALS ===			57.96			
01-06185		RAMSEY COUNTY				
ISK001880		OCTOBER DENTAL/DISABILITY/LIF	969.48			
10/06/2017	APBNK	DUE: 10/06/2017 DISC: 10/06/2017		1099: N		
		OCTOBER DENTAL/DISABILITY/LIFE		101 4112-89000-000	MISCELLANEOUS	969.48
=== VENDOR TOTALS ===			969.48			
01-05170		TOM LYNCH ELECTRIC LLC				
I-201710066427		LARPEN TEUR AVE REPAIR	975.00			
10/06/2017	APBNK	DUE: 10/06/2017 DISC: 10/06/2017		1099: N		
		LARPEN TEUR AVE REPAIR		101 4132-87000-000	REPAIR EQUIPMENT	480.00
		LARPEN TEUR AVE ST LIGHT REPAIR		209 4209-85020-000	STREET LIGHTING POWER	495.00
=== VENDOR TOTALS ===			975.00			

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01	14	VALLEY PAVING INC				
I-201710066428		PAY ESTIMATE 6 GROVE ST PROJE	114,888.24			
10/06/2017	APBNK	DUE: 10/06/2017 DISC: 10/06/2017		1099: N		
		PAY ESTIMATE 6 GROVE ST PROJEC		427 4427-92098-000	2017 STREET PROJECT - GR	114,888.24
=== VENDOR TOTALS ===			114,888.24			
01-05737		VERIZON WIRELESS				
I-993494504		CAD DISPATCH WIRELESS	92.61			
10/06/2017	APBNK	DUE: 10/06/2017 DISC: 10/06/2017		1099: N		
		CAD DISPATCH WIRELESS		101 4124-85015-000	CELL PHONE	92.61
=== VENDOR TOTALS ===			92.61			
01-05870		XCEL ENERGY				
I-563704051		ST LIGHTING ELECTRIC	46.96			
10/06/2017	APBNK	DUE: 10/06/2017 DISC: 10/06/2017		1099: N		
		ST LIGHTING ELECTRIC		209 4209-85020-000	STREET LIGHTING POWER	46.96
I-563751198		ST LIGHTING ELEC	54.62			
10/06/2017	APBNK	DUE: 10/06/2017 DISC: 10/06/2017		1099: N		
		ST LIGHTING ELEC		209 4209-85020-000	STREET LIGHTING POWER	54.62
I-563777595		ST LIGHTING ELECTRIC	11.80			
10/06/2017	APBNK	DUE: 10/06/2017 DISC: 10/06/2017		1099: N		
		ST LIGHTING ELECTRIC		209 4209-85020-000	STREET LIGHTING POWER	11.80
I-563823254		CURTISS FIELD ELECTRIC	22.08			
10/06/2017	APBNK	DUE: 10/06/2017 DISC: 10/06/2017		1099: N		
		CURTISS FIELD ELECTRIC		101 4141-85020-000	ELECTRIC/GAS	22.08
69781592		COMM PARK ELECTRIC AND GAS	310.31			
10/06/2017	APBNK	DUE: 10/06/2017 DISC: 10/06/2017		1099: N		
		COMM PARK ELECTRIC		101 4141-85020-000	ELECTRIC/GAS	281.91
		COMM PARK GAS		101 4141-85030-000	NATURAL GAS	28.40
=== VENDOR TOTALS ===			445.77			
=== PACKET TOTALS ===			160,573.52			

PACKET: 01644 OCTOBER 10 PAYABLES
VENDOR SET: 01 City of Falcon Heights
SEQUENCE : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

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POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
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01-59		AMERICAN ENGINEERING TESTING I				
I-98931		MATERIALS TESTING	573.50			
10/12/2017	APBNK	DUE: 10/12/2017 DISC: 10/12/2017		1099: N		
		MATERIALS TESTING		427 4427-92098-000	2017 STREET PROJECT - GR	573.50
		=== VENDOR TOTALS ===	573.50			
=====						
01-00255		AMERICAN OFFICE PRODUCTS				
I-4273		ENVELOPES	139.29			
10/12/2017	APBNK	DUE: 10/12/2017 DISC: 10/12/2017		1099: N		
		ENVELOPES		101 4112-70100-000	SUPPLIES	139.29
		=== VENDOR TOTALS ===	139.29			
=====						
01-03001		CAMPBELL KNUTSON				
I-201710106429		SEPTEMBER LEGALS	302.50			
10/10/2017	APBNK	DUE: 10/10/2017 DISC: 10/10/2017		1099: Y		
		SEPTEMBER LEGALS		101 4114-80200-000	LEGAL FEES	302.50
		=== VENDOR TOTALS ===	302.50			
=====						
01-03110		CENTURY LINK				
I-201710126433		LANDLINES - LIFT STATION AUTO	65.63			
10/12/2017	APBNK	DUE: 10/12/2017 DISC: 10/12/2017		1099: N		
		LANDLINES - LIFT STATION AUTO		601 4601-85011-000	TELEPHONE - LANDLINE	65.63
		=== VENDOR TOTALS ===	65.63			
=====						
01-03123		CINTAS CORPORATION #470				
I-70243689		BLACK MAT SERVICE, SHOP TOWEL	281.48			
10/12/2017	APBNK	DUE: 10/12/2017 DISC: 10/12/2017		1099: N		
		BLACK MAT SERVICE, SHOP TOWELS		101 4141-70100-000	SUPPLIES	281.48
		=== VENDOR TOTALS ===	281.48			
=====						
01-03300		DISCOUNT STEEL, INC				
I-4265926		HOT ROLL RANDOM 2 PCS	7.68			
10/12/2017	APBNK	DUE: 10/12/2017 DISC: 10/12/2017		1099: N		
		HOT ROLL RANDOM 2 PCS		209 4209-85020-000	STREET LIGHTING POWER	7.68
		=== VENDOR TOTALS ===	7.68			

PACKET: 01644 OCTOBER 10 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
01-43	HINRICHS,RICH					
I-201710106430		STATION AND OPEN HOUSE SUPPLI	125.13			
10/10/2017	APBNK	DUE: 10/10/2017 DISC: 10/10/2017		1099: N		
		STATION SUPPLIES		101 4124-70100-000	SUPPLIES	60.93
		FIRE OPEN HOUSE SUPPLIES		101 4116-89010-000	SPECIAL EVENTS	64.20
		=== VENDOR TOTALS ===	125.13			
01-04570	JOSEPH, KATRINA E.					
I-69		SEPTEMBER PROSECUTIONS AND PR	2,611.66			
10/10/2017	APBNK	DUE: 10/10/2017 DISC: 10/10/2017		1099: Y		
		SEPTEMBER PROSECUTIONS AND PRI		101 4123-80200-000	LEGAL FEES	2,611.66
		=== VENDOR TOTALS ===	2,611.66			
01-05778	MCCANN, MORGAN					
I-201710126434		SHOE AND BELT REPAIR	18.95			
10/12/2017	APBNK	DUE: 10/12/2017 DISC: 10/12/2017		1099: N		
		SHOE AND BELT REPAIR		101 4124-87029-000	REPAIR OTHER EQUIPMENT	18.95
		=== VENDOR TOTALS ===	18.95			
01-05273	MN PUBLIC EMPLOYEES INSURANCE					
I-633683		NOVEMBER HEALTH INSURANCE	9,133.44			
10/10/2017	APBNK	DUE: 10/10/2017 DISC: 10/10/2017		1099: N		
		NOVEMBER HEALTH INSURANCE		101 4112-89000-000	MISCELLANEOUS	9,133.44
		=== VENDOR TOTALS ===	9,133.44			
01-24	ON SITE SANITATION					
I-496080		COMM PARK TOILETS	75.00			
10/12/2017	APBNK	DUE: 10/12/2017 DISC: 10/12/2017		1099: N		
		COMM PARK TOILETS		601 4601-85080-000	PORTABLE TOILET PARKS	75.00
		=== VENDOR TOTALS ===	75.00			
01-06628	SACK THONGVANH					
I-201710106431		SEPTEMBER AND OCTOBER CELL RE	120.00			
10/10/2017	APBNK	DUE: 10/10/2017 DISC: 10/10/2017		1099: N		
		SEPTEMBER AND OCTOBER CELL REI		101 4131-85015-000	CELL PHONE	60.00
		SEPTEMBER AND OCTOBER CELL REI		601 4601-85015-000	CELL PHONE	60.00
		=== VENDOR TOTALS ===	120.00			

PACKET: 01644 OCTOBER 10 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 10/12/2017	XCEL ENERGY					
I-563926417		ST LIGHTING ELECTRIC	38.10			
10/12/2017	APBNK	DUE: 10/12/2017 DISC: 10/12/2017		1099: N		
		ST LIGHTING ELECTRIC		209 4209-85020-000	STREET LIGHTING POWER	38.10
I-563939529		COFFMAN ICE RINK LIGHTS	26.56			
10/12/2017	APBNK	DUE: 10/12/2017 DISC: 10/12/2017		1099: N		
		COFFMAN ICE RINK LIGHTS		101 4141-85020-000	ELECTRIC/GAS	26.56
I-563945640		CITY HALL ELECTRIC	537.59			
10/12/2017	APBNK	DUE: 10/12/2017 DISC: 10/12/2017		1099: N		
		CITY HALL ELECTRIC		101 4131-85020-000	ELECTRIC	537.59
I-564024333		ST LIGHTING ELECTRIC	50.91			
10/12/2017	APBNK	DUE: 10/12/2017 DISC: 10/12/2017		1099: N		
		ST LIGHTING ELECTRIC		209 4209-85020-000	STREET LIGHTING POWER	50.91
I-564133304		ST LIGHTING ELECTRIC	2,145.06			
10/12/2017	APBNK	DUE: 10/12/2017 DISC: 10/12/2017		1099: N		
		ST LIGHTING ELECTRIC		209 4209-85020-000	STREET LIGHTING POWER	2,145.06
		=== VENDOR TOTALS ===	2,798.22			
		=== PACKET TOTALS ===	16,252.48			

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
01 50		AMERIPRIDE SERVICES				
I-1003940452		LINEN CLEANING	43.76			
10/17/2017	APBNK	DUE: 10/17/2017 DISC: 10/17/2017		1099: N		
		LINEN CLEANING		101 4124-82011-000	LINEN CLEANING	43.76
=== VENDOR TOTALS ===			43.76			
01-03089		CASH				
I-201710176435		CERTIFIED MAIL AND FUEL	53.69			
10/17/2017	APBNK	DUE: 10/17/2017 DISC: 10/17/2017		1099: N		
		CERTIFIED MAIL		101 4112-70500-000	POSTAGE	6.59
		FUEL FOR TRUCK FOR LIGHTS		209 4209-87120-000	REPAIR & MAINTENANCE	47.10
=== VENDOR TOTALS ===			53.69			
01-03527		DELEGARD TOOL COMPANY				
I-11448		EXTENSION CORD	86.20			
10/17/2017	APBNK	DUE: 10/17/2017 DISC: 10/17/2017		1099: N		
		EXTENSION CORD		101 4124-70100-000	SUPPLIES	86.20
=== VENDOR TOTALS ===			86.20			
01-03300		DISCOUNT STEEL, INC				
I-4266645		STREET LIGHT MOUNTING	30.56			
10/17/2017	APBNK	DUE: 10/17/2017 DISC: 10/17/2017		1099: N		
		STREET LIGHT MOUNTING		209 4209-87120-000	REPAIR & MAINTENANCE	30.56
=== VENDOR TOTALS ===			30.56			
01 17		EMERGENCY APPARATUS MAINT				
I-96124		755 YEARLY INSPECTION	397.00			
10/17/2017	APBNK	DUE: 10/17/2017 DISC: 10/17/2017		1099: N		
		755 YEARLY INSPECTION		101 4124-87029-000	REPAIR OTHER EQUIPMENT	397.00
I-96125		757 YEARLY INSPECTION	2,619.40			
10/17/2017	APBNK	DUE: 10/17/2017 DISC: 10/17/2017		1099: N		
		757 YEARLY INSPECTION		101 4124-87029-000	REPAIR OTHER EQUIPMENT	2,619.40
I-96126		752 YEARLY INSPECTION	917.41			
10/17/2017	APBNK	DUE: 10/17/2017 DISC: 10/17/2017		1099: N		
		752 YEARLY INSPECTION		101 4124-87029-000	REPAIR OTHER EQUIPMENT	917.41
I-96127		753 YEARLY INSPECTION	829.50			
10/17/2017	APBNK	DUE: 10/17/2017 DISC: 10/17/2017		1099: N		
		753 YEARLY INSPECTION		101 4124-87029-000	REPAIR OTHER EQUIPMENT	829.50
=== VENDOR TOTALS ===			4,763.31			

PACKET: 01647 OCTOBER 17 PAYABLES
VENDOR SET: 01 City of Falcon Heights
SEQUENCE : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

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-----ID-----
POST DATE  BANK CODE  -----DESCRIPTION-----  GROSS  P.O. #
DISCOUNT  G/L ACCOUNT  -----ACCOUNT NAME-----  DISTRIBUTION
=====
01      82  MENARDS

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I-201710176436  VARIOUS SUPPLIES  303.36
10/17/2017  APBNK  DUE: 10/17/2017 DISC: 10/17/2017  1099: N
COUNCIL CHAMBER TABLE RUBBER T  101 4141-70100-000  SUPPLIES  13.94
FIRE PREVENTION SUPPLIES  101 4124-70100-000  SUPPLIES  197.89
PVC PIPE, CAULK  101 4124-86020-000  TRAINING  91.53

=== VENDOR TOTALS ===  303.36

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01-06030 OLSON,ROLAND

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I-201710176437  FLEX PAYMENT  226.35
10/17/2017  APBNK  DUE: 10/17/2017 DISC: 10/17/2017  1099: N
FLEX PAYMENT  101 21712-000  MEDICAL FLEX SAVINGS PAY  187.87
FLEX PAYMENT  601 21712-000  MEDICAL FLEX SAVINGS PAY  33.96
FLEX PAYMENT  602 21712-000  MEDICAL FLEX SAVINGS PAY  4.52

=== VENDOR TOTALS ===  226.35

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01-06301 SAMS CLUB MC/SYNCE

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I-201710176438  5K SUPPLIES AND TRUCK REPAIR  3,765.26
10/17/2017  APBNK  DUE: 10/17/2017 DISC: 10/17/2017  1099: N
5K GIFT CARDS  101 4116-89010-000  SPECIAL EVENTS  57.78
5K SUPPLIES  101 4116-89010-000  SPECIAL EVENTS  86.35
DUMPTRUCK REPAIR  101 4132-87012-000  REPAIR TRUCK  3,621.13

=== VENDOR TOTALS ===  3,765.26

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01-06544 TIM SANDVIK

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I-201710176439  CELL, MILEAGE, APMP, FLEX, ET  1,119.15
10/17/2017  APBNK  DUE: 10/17/2017 DISC: 10/17/2017  1099: N
CELL REIMB  101 4131-85015-000  CELL PHONE  40.00
5K PROMOTION REIMB  101 4116-89010-000  SPECIAL EVENTS  10.00
MILEAGE REIMB  101 4112-86010-000  MILEAGE & PARKING  19.15
APMP REIMB  101 4112-86100-000  CONFERENCES/EDUCATION/AS  30.00
FLEX PAYMENT  101 21712-000  MEDICAL FLEX SAVINGS PAY  720.00
FLEX PAYMENT  201 21712-000  MEDICAL FLEX SAVINGS PAY  240.00
HISTORICAL GRANT PHOTO  101 4141-70100-000  SUPPLIES  60.00

=== VENDOR TOTALS ===  1,119.15

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PACKET: 01647 OCTOBER 17 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	84	UPPER CUT TREE SERVICES				
I-3892		DEAD TREE REMOVAL	3,145.00			
10/17/2017	APBNK	DUE: 10/17/2017 DISC: 10/17/2017		1099: N		
		DEAD TREE REMOVAL		419 4419-85000-000	TREE REMOVAL	3,145.00
=== VENDOR TOTALS ===			3,145.00			

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01-05785		USTA NORTHERN				
I-23908		SUMMER TENNIS INSTRUCTOR FEES	281.75			
10/17/2017	APBNK	DUE: 10/17/2017 DISC: 10/17/2017		1099: N		
		SUMMER TENNIS INSTRUCTOR FEES		201 4201-87700-000	INSTRUCTOR-SPECIALTY CLA	281.75
=== VENDOR TOTALS ===			281.75			
=== PACKET TOTALS ===			13,818.39			

PACKET: 01649 OCTOBER 17 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
01-198095		ADVANCED GRAPHIX				
I-198095		WHITE BACKGROUND MAGNETIC DEC	80.00			
10/19/2017	APBNK	DUE: 10/19/2017 DISC: 10/19/2017		1099: N		
		WHITE BACKGROUND MAGNETIC DECA		101 4124-70100-000	SUPPLIES	80.00
		=== VENDOR TOTALS ===	80.00			
01-03110		CENTURY LINK				
I-201710196440		LANDLINES PARKS	62.01			
10/19/2017	APBNK	DUE: 10/19/2017 DISC: 10/19/2017		1099: N		
		LANDLINES PARKS		101 4141-85011-000	TELEPHONE - LANDLINE	62.01
		=== VENDOR TOTALS ===	62.01			
01-03123		CINTAS CORPORATION #470				
I-470846926		BLACK MAT SERVICE	72.00			
10/19/2017	APBNK	DUE: 10/19/2017 DISC: 10/19/2017		1099: N		
		BLACK MAT SERVICE		101 4141-70100-000	SUPPLIES	72.00
		=== VENDOR TOTALS ===	72.00			
01-03117		CITY OF LITTLE CANADA				
I-19331		3RD QTR BUILDING INSPECTION M	350.04			
10/19/2017	APBNK	DUE: 10/19/2017 DISC: 10/19/2017		1099: N		
		3RD QTR BUILDING INSPECTION MI		101 4117-81210-000	BUILDING INSPECTORS	350.04
		=== VENDOR TOTALS ===	350.04			
01-06290		CITY OF ROSEVILLE				
23668		ENGINEERING COSTS	11,225.94			
10/19/2017	APBNK	DUE: 10/19/2017 DISC: 10/19/2017		1099: N		
		2013 ST PROJECT ENGINEERING		419 4419-92058-000	ROSELAWN STREET & TRAIL	496.74
		2017 ST PROJECT ENGINEERING		427 4427-92098-000	2017 STREET PROJECT - GR	9,143.71
		GENERAL ENGINEERING		101 4133-80100-000	ENGINEERING SERVICES	177.48
		STORM SEWER INSPECTION		602 4602-92700-000	ROSELAWN STORM IMPROVEME	1,010.29
		MNDOT CONCRETE TEST		427 4427-92098-000	2017 STREET PROJECT - GR	397.72
I-223672		OCTOBER IT SERVICES	900.00			
10/19/2017	APBNK	DUE: 10/19/2017 DISC: 10/19/2017		1099: N		
		OCTOBER IT SERVICES		101 4116-85070-000	TECHNICAL SUPPORT	900.00
		=== VENDOR TOTALS ===	12,125.94			

PACKET: 01649 OCTOBER 17 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
01-022		CITY OF ST PAUL				
I-IN00024910		TASK FORCE MAILER	1,417.87			
10/19/2017	APBNK	DUE: 10/19/2017 DISC: 10/19/2017		1099: N		
		TASK FORCE MAILER		208 4208-89000-000	MISCELLANEOUS	1,417.87
I-IN00024956		FALL NEWSLETTER	1,363.52			
10/19/2017	APBNK	DUE: 10/19/2017 DISC: 10/19/2017		1099: N		
		FALL NEWSLETTER		101 4116-70420-000	NEWSLETTERS/INFORMATION	1,249.89
		FALL NEWSLETTER		206 4206-70420-000	NEWSLETTER	113.63
		=== VENDOR TOTALS ===	2,781.39			
01-05440		LOFFLER COMPANIES, INC				
I-21442785		OCTOBER COPIER CHARGES	328.94			
10/19/2017	APBNK	DUE: 10/19/2017 DISC: 10/19/2017		1099: N		
		OCTOBER COPIER CHARGES		101 4112-87000-000	REPAIR OFFICE EQUIPMENT	328.94
		=== VENDOR TOTALS ===	328.94			
01-05973		NORTH SUBURBAN ACCESS CORPORAT				
I-17130		3RD QTR WEB STREAMING	629.14			
10/19/2017	APBNK	DUE: 10/19/2017 DISC: 10/19/2017		1099: N		
		3RD QTR WEB STREAMING		101 4116-85050-000	CABLE TV	629.14
		=== VENDOR TOTALS ===	629.14			
01-05787		TAFF, STEVEN				
I-201710196441		TAFF, STEVEN	190.72			
10/19/2017	APBNK	DUE: 10/19/2017 DISC: 10/19/2017		1099: N		
		CITIZEN TIRE REIMBURSEMENT		427 4427-92098-000	2017 STREET PROJECT - GR	190.72
		=== VENDOR TOTALS ===	190.72			
01-05870		XCEL ENERGY				
I-565096256		CURTISS GAZEBO AND SNELLING/H	23.85			
10/19/2017	APBNK	DUE: 10/19/2017 DISC: 10/19/2017		1099: N		
		CURTISS FIELD GAZEBO		101 4141-85020-000	ELECTRIC/GAS	12.05
		SNELLING/HOYT SIGN AREA		209 4209-85020-000	STREET LIGHTING POWER	11.80
		=== VENDOR TOTALS ===	23.85			
		=== PACKET TOTALS ===	16,644.03			

EMP #	NAME	AMOUNT
1005	SACK THONGVANH	2,946.71
01-1017	TIMOTHY J SANDVIK	1,591.39
01-1019	KATHLEEN N THRASHER	1,334.76
01-1136	ROLAND O OLSON	2,200.00
01-2246	BRANDON C NELSON	362.36
01-2154	MAUREEN A ANDERSON	144.95
01-1018	PAUL A MORETTO	1,907.66
01-0085	DANIEL S JOHNSON-POWERS	225.89
01-0086	RICHARD H HINRICHS	680.45
01-0087	MICHAEL A MCKAY	126.06
01-0095	MICHAEL J POESCHL	677.35
01-0097	PATRICK GAFFNEY	217.40
01-0105	ANTON M FEHRENBACH	607.72
01-0106	SCOTT A TESCH	192.02
01-0123	BRYAN R SULLIVAN	99.64
01-0124	MICHAEL D KRUSE	169.82
01-0132	ANDREW K TEMME	159.73
01-0135	MORGAN B MCCANN	322.64
01-0136	SCHLIZ S SAWYERS	164.83
01-0138	GRANT W HEITMAN	143.88
01-1030	TIMOTHY J PITTMAN	2,050.26
01-1033	DAVE TRETSTVEN	1,509.60
01-1143	COLIN B CALLAHAN	1,477.65

AL PRINTED: 23 19,312.77

10-11-2017 8:37 AM PAYROLL CHECK REGISTER
 PAYROLL NO: 01 City of Falcon Heights

PAGE: 1
 PAYROLL DATE: 10/11/2017

EMP NO	EMPLOYEE NAME	TYPE	CHECK DATE	CHECK AMOUNT	CHECK NO.
27	LEEHY, JOHN F	R	10/11/2017	277.05	086470
01	ANDERSON, KEVIN	R	10/11/2017	140.76	086471
01	WICK, JEFFREY M	R	10/11/2017	185.90	086472
0126	SMITH, BENJAMIN J	R	10/11/2017	229.69	086473
0134	MCCREADY, IAN H	R	10/11/2017	134.67	086474
0137	WATTENHOFER, DANIEL J	R	10/11/2017	194.77	086475
2172	ARCAND, MICHAEL W	R	10/11/2017	216.08	086476

10-11-2017 8:37 AM PAYROLL CHECK REGISTER
 PAYROLL NO: 01 City of Falcon Heights

PAGE: 2
 PAYROLL DATE: 10/11/2017

*** REGISTER TOTALS ***

REGULAR CHECKS:	7	1,378.92
DIRECT DEPOSIT REGULAR CHECKS:	23	19,312.77
MANUAL CHECKS:		
PRINTED MANUAL CHECKS:		
DIRECT DEPOSIT MANUAL CHECKS:		
VOIDED CHECKS:		
NON CHECKS:		
TOTAL CHECKS:	30	20,691.69

*** NO ERRORS FOUND ***

** END OF REPORT **

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The City That Soars!

REQUEST FOR COUNCIL ACTION

Meeting Date	October 25, 2017
Agenda Item	Consent F2
Attachment	Change Orders 1-5
Submitted By	Jesse Freihammer, City Engineer

Item	Approve the Change Orders for the 2017 Pavement Management Project.
Description	<p>During the 2017 Pavement Management Project construction various conditions changed or additional work was required in order to complete the project. When these things come up a Change Order is generated to summarize the work. Below is a brief description of all of the Change Orders included in the 2017 Pavement Management Project:</p> <p>Change Order #1: Fence removal and replacement required for storm sewer installation Change Order #2: Down time during water shut down Change Order #3: Replacement of tress that were removed in order to replace watermain Change Order #4: Replace landscaping damaged during watermain replacement Change Order #5: Rehabilitation of seven catch basins adjacent to the trail on Roselawn</p> <p>The City approached the contractor about this work and drafted a Change Order to the project to have this work done. The cost to rehabilitate these 7 catch basins is \$34,375.00.</p>
Budget Impact	All of the Change Orders will be funded through each fund that corresponds with the work included in that Change Order. The total amount for Change Orders 1-5 is \$54,358.93. Of the total amount, \$45,890.28 will be charged to the Storm Sewer Fund, \$882.07 will be charged to the Pathway Fund, and \$7,586.58 will be charged to Saint Paul Regional Water Service.
Attachment	Change Orders 1-5
Action(s) Requested	Motion approving the Change Orders #1 to #5 for the 2017 Pavement Management Project.

STATE AID FOR LOCAL TRANSPORTATION
CHANGE ORDERCity/County of Falcon HeightsChange Order No. 1

FEDERAL PROJECT NO.	STATE PROJECT NO. SAP 124-050-011	LOCAL PROJECT NO. 17-07	CONTRACT NO. 17-07
CONTRACTOR NAME AND ADDRESS Valley Paving Inc 8800 13th Ave E Shakopee, MN 55379		LOCATION OF WORK	
		TOTAL CHANGE ORDER AMOUNT \$1,792.00	

In accordance with the terms of this Contract, you are hereby authorized and instructed to perform the work as altered by the following provisions.

In accordance with the terms of this contract, you are hereby authorized and instructed to perform the work as altered by the following provisions.

WILL BE PAID WITH 100% LOCAL FUNDS

WHEREAS: This Contract provides for, among other things, the removal of an existing fence;

WHEREAS: This Contract provides for the reinstallation of the existing fence;

WHEREAS: The Contractor has provided the City with unit prices to remove and reinstall the existing fence;

WHEREAS: Costs incurred for this additional work shall be paid for with local funds only.

NOW THEREFORE, IT IS HERBY MUTUALLY AGREED AND UNDERSTOOD THAT:

1. The Contractor will complete this work.
2. Payment for this work listed above will be by negotiated unit prices.
3. Contract time is unchanged.
4. This Change Order covers the known and anticipated costs and contract time adjustment (if any) attributable to the work covered by this Change Order. If the Contractor incurs unknown and unanticipated additional work that affects costs or impacts the critical path, the Contractor reserves the right to request an adjustment to the Contract amount or Contract time in accordance with MnDOT 1402.

COST BREAKDOWN

Item No.	Item	Unit	Unit Price	Quantity	Amount
Funding Category No. 007					
2104.501	REMOVE FENCE	L F	\$12.00	56	\$672.00
2557.603	INSTALL FENCE	L F	\$20.00	56	\$1,120.00
Funding Category No. 007 Total:					\$1,792.00
Change Order No. 1 Total:					\$1,792.00

* Funding category is required for federal projects.

CHANGE IN CONTRACT TIME (check one)

Due to this change the Contract Time:

- a. Is Increased by _____ Working Days b. Is Not Changed
 Is Decreased _____ Working Days
by _____ Calendar c. May be revised if work affected the controlling
 Is Increased by Days operation
 Is Decreased _____ Calendar
by _____ Days

Approved By Project Engineer: Jesse Freihammer

Approved By Contractor: Valley Paving Inc

Signed _____

Signed _____

Date: _____ Phone: (651) 792-7042

Date: _____ Phone: (952) 445-8615

Original to Project Engineer; Copy to Contractor

Once contract has been fully executed, forward a copy to DSAE for funding review:

The State of Minnesota is not a participant in this contract; signing by the District State Aid Engineer is for FUNDING PURPOSES ONLY. Reviewed for compliance with State and Federal Aid Rules/Policy. Eligibility does not guarantee funds will be available.

This project is eligible for: _____ Federal Funding _____ State Aid Funding _____
Local funds

District State Aid Engineer: _____ Date: _____

STATE AID FOR LOCAL TRANSPORTATION
CHANGE ORDER

City/County of Falcon Heights

Change Order No. 2

FEDERAL PROJECT NO.	STATE PROJECT NO. SAP 124-050-011	LOCAL PROJECT NO. 17-07	CONTRACT NO. 17-07
CONTRACTOR NAME AND ADDRESS Valley Paving Inc 8800 13th Ave E Shakopee, MN 55379		LOCATION OF WORK	
		TOTAL CHANGE ORDER AMOUNT \$1,736.58	

In accordance with the terms of this Contract, you are hereby authorized and instructed to perform the work as altered by the following provisions.
WILL BE PAID WITH 100% LOCAL FUNDS

WHEREAS: This Contract provides for, among other things, compensation for Contractor down time during the water shutdown process by others.

WHEREAS: The Contractor has provided the City with unit prices for this work.

WHEREAS: Costs incurred for this additional work shall be paid for with local funds only.

NOW THEREFORE, IT IS HEREBY MUTUALLY AGREED AND UNDERSTOOD THAT:

1. The Contractor will complete this work.
2. Payment for this work listed above will be by unit prices.
3. Contract time is unchanged.
4. This Change Order covers the known and anticipated costs and contract time adjustment (if any) attributable to the work covered by this Change Order. If the Contractor incurs unknown and unanticipated additional work that affects costs or impacts the critical path, the Contractor reserves the right to request an adjustment to the Contract amount or Contract time in accordance with MnDOT 1402.

COST BREAKDOWN

Item No.	Item	Unit	Unit Price	Quantity	Amount
Funding Category No. 008					
2506.602	CONTRACTOR DOWN TIME DURING THE WATER SHUT DOWN PROCESS	L S	\$1,736.58	1	\$1,736.58
Funding Category No. 008 Total:					\$1,736.58
Change Order No. 2 Total:					\$1,736.58

* Funding category is required for federal projects.

<p>CHANGE IN CONTRACT TIME (check one) Due to this change the Contract Time: a. <input type="checkbox"/> Is Increased by ____ Working Days b. <input checked="" type="checkbox"/> Is Not Changed</p>
--

<input type="checkbox"/> Is Decreased _____ Working Days by _____ Calendar	c. <input type="checkbox"/> May be revised if work affected the controlling operation
<input type="checkbox"/> Is Increased by _____ Days	
<input type="checkbox"/> Is Decreased _____ Calendar by _____ Days	

Approved By Project Engineer: Jesse Freihammer Signed _____ Date: _____ Phone: (651) 792-7042	Approved By Contractor: Valley Paving Inc Signed _____ Date: _____ Phone: (952) 445-8615
---	--

Original to Project Engineer; Copy to Contractor

Once contract has been fully executed, forward a copy to DSAE for funding review:

<p>The State of Minnesota is not a participant in this contract; signing by the District State Aid Engineer is for FUNDING PURPOSES ONLY. Reviewed for compliance with State and Federal Aid Rules/Policy. Eligibility does not guarantee funds will be available.</p>		
This project is eligible for: _____ Federal Funding	_____ State Aid Funding	_____ Local funds
District State Aid Engineer: _____		Date: _____

STATE AID FOR LOCAL TRANSPORTATION
CHANGE ORDERCity/County of Falcon HeightsChange Order No. 3

FEDERAL PROJECT NO.	STATE PROJECT NO. SAP 124-050-011	LOCAL PROJECT NO. 17-07	CONTRACT NO. 17-07
CONTRACTOR NAME AND ADDRESS Valley Paving Inc 8800 13th Ave E Shakopee, MN 55379		LOCATION OF WORK	
		TOTAL CHANGE ORDER AMOUNT \$8,450.00	

In accordance with the terms of this Contract, you are hereby authorized and instructed to perform the work as altered by the following provisions.

In accordance with the terms of this Contract, you are hereby authorized and instructed to perform the work as altered by the following provisions.

WILL BE PAID WITH 100% LOCAL FUNDS.

WHEREAS: This Contract provides for a renegotiated unit price for Deciduous tree, 2.0" caliber, balled and burlapped.

WHEREAS: Costs incurred for this work shall be paid for with local funds only.

NOW THEREFORE, IT IS HEREBY MUTUALLY AGREED AND UNDERSTOOD THAT:

1. The Contractor will complete this work.
2. Payment for this work listed above will be by renegotiated unit prices.
3. Contract time is unchanged.
4. This Change Order covers the known and anticipated costs and contract time adjustment (if any) attributable to the work covered by this Change Order. If the Contractor incurs unknown and unanticipated additional work that affects costs or impacts the critical path, the Contractor reserves the right to request an adjustment to the Contract amount or Contract time in accordance with MnDOT 1402.

COST BREAKDOWN

Item No.	Item	Unit	Unit Price	Quantity	Amount
Funding Category No. 007					
2571.502	"DECIDUOUS TREE 2" CAL B&B"	TREE	\$650.00	4	\$2,600.00
Funding Category No. 007 Total:					\$2,600.00
Funding Category No. 008					
2571.502	"DECIDUOUS TREE 2" CAL B&B"	TREE	\$650.00	9	\$5,850.00
Funding Category No. 008 Total:					\$5,850.00
Change Order No. 3 Total:					\$8,450.00

* Funding category is required for federal projects.

CHANGE IN CONTRACT TIME (check one)
 Due to this change the Contract Time:

a. Is Increased by _____ Working Days b. Is Not Changed
 Is Decreased _____ Working Days
 by _____ Calendar c. May be revised if work affected the controlling
 Is Increased by Days operation
 Is Decreased _____ Calendar
 by _____ Days

Approved By Project Engineer: Jesse Freihammer	Approved By Contractor: Valley Paving Inc
Signed _____	Signed _____
Date: _____ Phone: (651) 792-7042	Date: _____ Phone: (952) 445-8615

Original to Project Engineer; Copy to Contractor

Once contract has been fully executed, forward a copy to DSAE for funding review:

The State of Minnesota is not a participant in this contract; signing by the District State Aid Engineer is for FUNDING PURPOSES ONLY. Reviewed for compliance with State and Federal Aid Rules/Policy. Eligibility does not guarantee funds will be available.

This project is eligible for: _____ Federal Funding _____ State Aid Funding _____
 Local funds

District State Aid Engineer: _____ Date: _____

STATE AID FOR LOCAL TRANSPORTATION
CHANGE ORDERCity/County of Falcon HeightsChange Order No. 4

FEDERAL PROJECT NO.	STATE PROJECT NO. SAP 124-050-011	LOCAL PROJECT NO. 17-07	CONTRACT NO. 17-07
CONTRACTOR NAME AND ADDRESS Valley Paving Inc 8800 13th Ave E Shakopee, MN 55379		LOCATION OF WORK	
		TOTAL CHANGE ORDER AMOUNT \$8,065.35	

In accordance with the terms of this Contract, you are hereby authorized and instructed to perform the work as altered by the following provisions.

WILL BE PAID FOR WITH 100% LOCAL FUNDS.

WHEREAS: This Contract provides for, among other things, the installation of driveway pavers.

WHEREAS: This Contract provides for the installation of landscaping pea rock at 2121 Folwell Ave.

WHEREAS: This Contract provides for the placement of new retaining wall blocks along sidewalk edge at house #2099 Folwell Ave.

WHEREAS: This Contract provides for the placement of fabric and 1 inch clear rock in front of 7 catch basins along Roselawn Ave.

WHEREAS: This Contract provides for the placement of aggregate base material in the pathway as a temporary patch in the catch basin repair areas along Roselawn Ave.

WHEREAS: This Contract provides for the additional landscaping work in between house #2121 and house #2129 Folwell Ave.

WHEREAS: This Contract provides for 1 new storm sewer casting, R-3290-A.

NOW THEREFORE, IT IS MUTUALLY AGREED AND UNDERSTOOD THAT:

1. The Contractor will complete this work.
2. Payment for this work listed above will be by negotiated unit prices.
3. Contract time is unchanged.
4. This Change Order covers the known and anticipated costs and contract time adjustment, if any, attributable to the work covered by this Change Order. If the Contractor incurs unknown and unanticipated additional work that affects costs or impacts the critical path, the Contractor reserves the right to request an adjustment to the Contract amount or Contract time in accordance with MnDOT 1402.

COST BREAKDOWN

Item No.	Item	Unit	Unit Price	Quantity	Amount
Funding Category No. 006					

2411.901	RETAINING WALLS	LS	\$284.94	1	\$284.94
2540.618	INSTALL DRIVEWAY PAVERS	L S	\$597.13	1	\$597.13
Funding Category No. 006 Total:					\$882.07
Funding Category No. 007					
2211.501	INSTALL AGGREGATE BASE AS TEMPORARY PATCH AT CATCH BASINS	L S	\$458.22	1	\$458.22
2506.516	MANHOLE CASTING R-3290-A	EACH	\$485.00	1	\$485.00
2540.618	INSTALL 1" CLEAR ROCK AT CATCH BASINS	L S	\$2,417.27	1	\$2,417.27
2575.604	INSTALL LANDSCAPING PEA ROCK	L S	\$807.76	1	\$807.76
2575.604	LANDSCAPING REPLACEMENT	L S	\$3,015.03	1	\$3,015.03
Funding Category No. 007 Total:					\$7,183.28
Change Order No. 4 Total:					\$8,065.35

* Funding category is required for federal projects.

CHANGE IN CONTRACT TIME (check one)	
Due to this change the Contract Time:	
a. <input type="checkbox"/> Is Increased by _____ Working Days	b. <input checked="" type="checkbox"/> Is Not Changed
<input type="checkbox"/> Is Decreased _____ Working Days	
by _____ Calendar	c. <input type="checkbox"/> May be revised if work affected the controlling operation
<input type="checkbox"/> Is Increased by _____ Days	
<input type="checkbox"/> Is Decreased _____ Calendar	
by _____ Days	

Approved By Project Engineer: Jesse Freihammer	Approved By Contractor: Valley Paving Inc
Signed _____	Signed _____
Date: _____ Phone: (651) 792-7042	Date: _____ Phone: (952) 445-8615

Original to Project Engineer; Copy to Contractor

Once contract has been fully executed, forward a copy to DSAE for funding review:

The State of Minnesota is not a participant in this contract; signing by the District State Aid Engineer is for FUNDING PURPOSES ONLY. Reviewed for compliance with State and Federal Aid Rules/Policy. Eligibility does not guarantee funds will be available.	
This project is eligible for:	_____ Federal Funding _____ State Aid Funding _____
Local funds	
District State Aid Engineer: _____	Date: _____

STATE AID FOR LOCAL TRANSPORTATION
CHANGE ORDER

City/County of Falcon Heights

Change Order No. 5

FEDERAL PROJECT NO.	STATE PROJECT NO. SAP 124-050-011	LOCAL PROJECT NO. 17-07	CONTRACT NO. 17-07
CONTRACTOR NAME AND ADDRESS Valley Paving Inc 8800 13th Ave E Shakopee, MN 55379		LOCATION OF WORK	
		TOTAL CHANGE ORDER AMOUNT \$34,375.00	

In accordance with the terms of this Contract, you are hereby authorized and instructed to perform the work as altered by the following provisions.
WILL BE PAID WITH 100% LOCAL FUNDS

WHEREAS: This Contract provides for, among other things, rehabilitation work on 7 existing catch basins along Roselawn Ave. between Cleveland Ave and Fairview Ave.

WHEREAS: The Contract has provided the City with unit prices to rehabilitate the existing storm sewer catch basins.

WHEREAS: Costs incurred for this additional work shall be paid for with local funds only.

NOW THEREFORE, IT IS HEREBY, MUTUALLY AGREED AND UNDERSTOOD THAT:

1. The Contractor will complete this work.
2. Payment for this work listed above will be by negotiated unit prices.
3. Contract time is unchanged.
4. This Change Order covers the known and anticipated costs and contract time adjustment, if any, attributable to the work covered by this Change Order. If the Contractor incurs unknown and unanticipated additional work that affects costs or impacts the critical path, the contractor reserves the right to request an adjustment to the Contract amount or Contract time in accordance with MnDOT 1402.

COST BREAKDOWN

Item No.	Item	Unit	Unit Price	Quantity	Amount
Funding Category No. 007					
2506.602	REHABILITATE MANHOLE OR CATCH BASIN INTERIOR	L S	\$34,375.00	1	\$34,375.00
Funding Category No. 007 Total:					\$34,375.00
Change Order No. 5 Total:					\$34,375.00

* Funding category is required for federal projects.

<p>CHANGE IN CONTRACT TIME (check one) Due to this change the Contract Time:</p> <p>a. <input type="checkbox"/> Is Increased by ____ Working Days b. <input checked="" type="checkbox"/> Is Not Changed <input type="checkbox"/> Is Decreased ____ Working Days</p>
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by _____ Calendar <input type="checkbox"/> Is Increased by Days <input type="checkbox"/> Is Decreased _____ Calendar by _____ Days	c. <input type="checkbox"/> May be revised if work affected the controlling operation
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Approved By Project Engineer: Jesse Freihammer Signed _____ Date: _____ Phone: (651) 792-7042	Approved By Contractor: Valley Paving Inc Signed _____ Date: _____ Phone: (952) 445-8615
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Original to Project Engineer; Copy to Contractor

Once contract has been fully executed, forward a copy to DSAE for funding review:

The State of Minnesota is not a participant in this contract; signing by the District State Aid Engineer is for FUNDING PURPOSES ONLY. Reviewed for compliance with State and Federal Aid Rules/Policy. Eligibility does not guarantee funds will be available.	
This project is eligible for: _____ Federal Funding _____ State Aid Funding _____ Local funds	
District State Aid Engineer: _____	Date: _____

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The City That Soars!

REQUEST FOR COUNCIL ACTION

Meeting Date	October 25, 2017
Agenda Item	Consent F3
Attachment	Grant Application to Como Park Lutheran Church Trust Fund
Submitted By	Katie O'Connor – Administrative Coordinator Tim Sandvik – Deputy Clerk

Description	Approval of application to the Como Park Lutheran Church Trust Fund
Background	<p>The City of Falcon Heights regularly explores grant funding opportunities to enhance civic engagement.</p> <p>Staff has prepared a submission for the Como Park Lutheran Church Trust Fund to promote opportunities to connect with residents of Falcon Heights who are traditionally under-engaged.</p> <p>In the grant request, staff has highlighted opportunities to connect with residents through events including “Spring Together” and “Rec on the Go”.</p> <p>Spring Together is an event hosted in May by the Community Engagement Commission located at Curtiss Field. This event aims to connect with residents who may not attend other programs and events hosted by the city.</p> <p>Additionally, Rec on the Go is a relatively new concept in the field of Parks and Recreation where Parks staff will bring ‘day-camps’ to areas where parks programming participation is traditionally limited. Both Spring Together and Rec on the Go will have an impact on the budget for the events including staff time and communications.</p> <p>The application has highlighted the increased cost for these activities and illustrates how grant funding would be allocated.</p>
Budget Impact	The grant request is for \$1,500.
Attachment(s)	· Grant Application
Action(s) Requested	Staff recommends that the Falcon Heights City Council approve the Como Park Lutheran Church Trust Fund grant application.

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**COMO PARK LUTHERAN CHURCH
TRUST FUND GIFT REQUEST**

Date: 10/19/17

Name (please print): Sack Thongvanh

Member of Como Park Lutheran Church Yes No

Contact information: Phone number 651-792-7600

Email address sack.thongvanh@falconheights.org

Name of recipient: City of Falcon Heights

Amount of request: \$1,500.00

Purpose (how will the funds be used):

On June 14th, 2017, recommendations made by the Falcon Heights Task Force on Policing and Inclusion were adopted by the City Council. Included within the goals of these recommendations were improved communications. As stated in the recommendations under 'Statement of Community Values', "We value transparency, communication, and respecting diverse perspectives in governance."

The City of Falcon Heights is requesting \$1,500 in order to expand outreach to those who are traditionally under-engaged as funds would promote opportunities to engage with the city through events such as Spring Together and Rec-on-the-Go.

To promote these new and updated events, the city will create a half-page mailer to send to all residents. The standard cost of printing and postage is between \$900-\$1,000. This method is considered successful as staff routinely finds through surveys that items sent via USPS have the highest rate of reaching residents. However, we will also utilize social media. In 2017, the city spent a total of \$136.44 to reach 4,424 people through Facebook which we considered to be successful. Ultimately, using both methods of communication, the city would dedicate \$1,050 towards the promotion of Spring Together and Rec-on-the-Go.

The remaining \$450 would go towards the two aforementioned events. Spring Together will be held at Curtiss Field near the intersection of Larpenteur and Snelling Ave near the largest apartment complex within the city. Staff has found these residents are traditionally under-engaged for a variety of reasons, but hosting an event in their neighborhood park would promote these opportunities. Additionally, Rec-on-the-Go is a newer concept Falcon Heights would like to explore. Rather than hosting small, one-day events at our park building, we will bring parks programming to neighborhood parks nearest those who are traditionally under-engaged (ie Curtiss Field).

How will the recipient benefit from this gift:

The recipient, the City of Falcon Heights, would benefit from this gift by having additional opportunities to do outreach that otherwise wouldn't be a viable option due to budget constraints. This would allow for greater feedback on how successful and equitable various forms of outreach are in engaging diverse and under-engaged populations within the city. Using the feedback and the outcomes of how well the events are attended, the additional funds would allow the city to integrate these goals and standards of outreach into structures that are already in place.

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The City That Soars!

REQUEST FOR COUNCIL ACTION

Meeting Date	October 25, 2017
Agenda Item	Consent F4
Attachment	Grant Application to Local Government Innovation Award – University of Minnesota
Submitted By	Katie O’Connor – Administrative Coordinator Tim Sandvik – Deputy Clerk

Description	Approval of application to the Local Government Innovation Award, Grant Funding - University of Minnesota, Humphrey School of Public Affairs
Background	<p>The City of Falcon Heights regularly explores grant funding opportunities to enhance civic engagement.</p> <p>Staff has prepared a submission for the Local Government Innovation Awards (LGIA) regarding the work conducted by the city through the Falcon Heights Task Force on Policing and Inclusion. The grant application highlights the work of the Task Force and illustrates the innovation by the city including 13 meetings during the spring of 2017. Further, the application discussed how the city expanded its knowledge base and built capacity with various community members. Due to the collective efforts and innovative process, the city saved over \$100,000.</p> <p>Ultimately, the grant application illustrated:</p> <ul style="list-style-type: none"> · Innovation · Impact · Sustainability of Growth
Budget Impact	The total grant award is up to \$5,000. In addition, one application will be chosen to create a short video produced by the Bush Foundation to highlight work in local government that was Innovative, had significant impact on the community and shows sustainability for growth in nearby communities.
Attachment(s)	N/A
Action(s) Requested	Staff recommends that the Falcon Heights City Council approve the Local Government Innovation Award, grant funding - University of Minnesota – Humphrey School of Public Affairs grant application.

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The City That Soars!

REQUEST FOR COUNCIL ACTION

Meeting Date	October 25, 2017
Agenda Item	Consent F5
Attachment	N/A
Submitted By	Roland Olson, Finance Director

Item	Transfer of Funds for Budget Amendment for Fiber Optic Network
Description	<p>The city council approved improvements to the Fiber Optic Network to Roseville City Hall at the September 13, 2017 council meeting. A transfer of funds to the General Capital Improvements Fund (401) from the Sanitary Sewer fund (601) needs to be made to fund these improvements. Corresponding budget amendments also need to be made.</p> <p>Staff recommends transferring \$50,000 to the general capital improvements fund (401) from sanitary sewer fund (601) to provide funds for these improvements and recommends budget amendments to reflect this transfer:</p> <p>General Capital Improvements Fund (401): Revenue: 401-000-39200 \$50,000 increase</p> <p>Sanitary Sewer Fund (601): Expense: 601-4601-97000 \$50,000 increase</p>
Budget Impact	Amend budget line items as reflected above and complete the transfer of funds.
Attachment(s)	NA
Action(s) Requested	Staff recommends transferring \$50,000 to the General Capital Improvements Fund (401) from the sanitary sewer fund (601) for the fiber optic improvements and amending the following budget line items as discussed above.

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The City That Soars!

REQUEST FOR COUNCIL ACTION

Meeting Date	October 25, 2017
Agenda Item	Policy G1
Attachment	Service Agreement & Resolution
Submitted By	Sack Thongvanh, City Administrator

Description	Law Enforcement Services with Ramsey County Sheriff's Office
Background	<p>On July 11, 2017 the City of Saint Anthony passed a resolution that terminated a twenty-two (22) year relationship with the City of Falcon Heights after the two cities could not agree on the indemnification clause of the agreement. Saint Anthony believe that due to the Larpenteur Ave and Snelling Ave intersection, that the City had higher risk factors.</p> <p>In April, the City of Falcon Heights sent out ten (10) letters for "Request of Interest" to the surrounding community. The City only received a 'Request of Interest" response from the Ramsey County Sheriff's Office.</p> <p>The City received two options:</p> <ol style="list-style-type: none"> 1. 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. 2. 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. <p>The Council directed staff to explore option #2 because of the economy of scale and the feasibility of providing the same level of service to our residents.</p>
Budget Impact	The City will see an increase of \$330,000 for the cost of providing police service in 2018. The 2018 budget and levy have been adjusted to reflect the change in law enforcement service by the use the reserve fund and an increase in the levy for 2018.
Attachment(s)	<ul style="list-style-type: none"> · Proposed Law Enforcement Services Agreement · Resolution 17-31 Approving the Law Enforcement Services Agreement with Ramsey County Sheriff's Office

Action(s) Requested	Staff would recommend approval of attached resolution and law enforcement services agreement. Council authorize the Mayor and City Administrator to execute all necessary documents.
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**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
 - l. 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 1 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 Thongvanh, and the seal of the MUNICIPALITY to be affixed hereto on the _____ of _____, 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 _____ day of _____.

COUNTY OF RAMSEY

CITY OF FALCON HEIGHTS

By: _____,
Chair
Board of Ramsey County Commissioners

By: _____
Peter Lindstrom
Mayor

By: _____
Janet Guthrie, Chief Clerk
Board of Ramsey County Commissioners

By: _____
Sack Thongvanh
City Administrator

APPROVAL RECOMMENDED:

By: _____
Jack Serier
Sheriff of Ramsey County

APPROVED AS TO FORM:

By: Jeff Stephenson
Jeffrey Stephenson
Assistant Ramsey County Attorney

**CITY OF FALCON HEIGHTS
RAMSEY COUNTY, MINNESOTA**

COUNCIL RESOLUTION

October 25, 2017

No. 17-31

**RESOLUTION ENTERING INTO SERVICE AGREEMENT FOR LAW ENFORCEMENT SERVICES
WITH THE RAMSEY COUNTY SHERIFF'S OFFICE**

WHEREAS, the City of Falcon Heights had a Contract Agreement for Police Services dated July 22, 2014 ("Contract") with the City of St. Anthony to provide police services until December 31, 2019; and

WHEREAS, on July 11, 2017 the City of St. Anthony City Council approve St. Anthony's Resolution 17-055 terminating the contract agreement for police services between the City of St. Anthony and the City of Falcon Heights; and

WHEREAS, the City issued a "Request of Interest" to the surrounding policing agencies and receive one "Letter of Interest" from the Ramsey County Sheriff's Office; and

WHEREAS, the City's Attorney and he League of MN Cities have reviewed and approved the service agreement; and

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

1. Approve the Agreement for Law Enforcement Services with the Ramsey County Sheriff's Office
2. Authorize the City Administrator and Mayor to execute all necessary documents.

Adopted by the city council of the City of Falcon Heights this 25th day of October, 2017.

Moved by:

Approved by: _____

Peter Lindstrom
Mayor

LINDSTROM _____ In Favor
BROWN THUNDER
HARRIS _____ Against
GUSTAFSON
FISCHER

Attested by: _____

Sack Thongvanh
City Administrator