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

**MINUTES**  
February 14, 2018 at 7:00 P.M.

A. CALL TO ORDER: 7:00 P.M.

B. ROLL CALL: LINDSTROM \_\_X\_\_ LEEHY\_\_X\_\_ BROWN THUNDER \_\_X\_\_  
MIAZGA \_\_X\_\_ GUSTAFSON\_\_X\_\_

STAFF PRESENT: THONGVANH\_\_X\_\_

C. PRESENTATIONS:

D. APPROVAL OF MINUTES:

1. January 10, 2018 City Council Meeting Minutes Approved  
a. Adjustments Leehy – Add missing items

E. PUBLIC HEARINGS:

F. CONSENT AGENDA:

1. General Disbursements through: 2/07/18 \$264,134.78  
Payroll through: 1/31/18 \$39,415.98
2. Approval of City License(s)
3. Proclamation by Resolution – Not For Sale Day 2018
4. Accepting Grant Funds from St. Paul Foundation
5. Accepting Funds from Como Park Lutheran Church Trust Fund
6. Tree Trimming and Removal Agreement Renewal – Upper Cut Tree Services
7. Joint Powers Agreement - Ramsey County's Geographic Information System (GIS)  
Users Group
8. Safety Training Agreement with SafeAssure Consultants, Inc.
9. Resolution Appointing Dena Larrabee to the Community Engagement Commission
10. Lauderdale Recreation Agreement

Council Member Leehy, Approved 5-0

G. POLICY ITEMS:

1. Authorize the Out-of-State Travel for Council Member Randy Gustafson,  
Council Member Melanie Leehy and City Administrator Sack Thongvanh

Administrator Thongvanh explained the background of the event sponsored by the Kettering Foundation and the important research they do on community relations.

Council Member Leehy said that she hopes some of the participants from the October Dispute Resolution Institute Symposium will also be there.

Council Member Gustafson said he thought this would be an interesting learning experience in relation to how the community addressed the issues in Falcon Heights over the last few years.

Administrator Thongvanh said he believes that the shooting has changed the perspective of the state in relation to similar issues and crises management. The league will also be delivering a document addressing these issues. It has opened the discussion and how we will address changes.

Council Member Gustafson said he and Administrator Thongvanh will be attending a meeting dealing with policing, leadership, community and relationships. It will be a seminar.

Council Member Brown Thunder, Approved 5-0

## H. INFORMATION/ANNOUNCEMENTS:

### Council Member Gustafson:

- Community Engagement Commission Updates
  - Last meeting was January 29<sup>th</sup>.
  - Have a new commissioner and a new one tonight.
  - We have another commissioner on the way.
  - Open meeting laws and roles. Possibly uniform roles for all commissions.
  - Not For Sale Day
  - Next meet February 26<sup>th</sup> at 6 p.m.
  - Will work on volunteer community outreach and Taskforce Recommendations
  - Thank you to Ahmed Hassan.
- Sheriff's office will have the first Women's Academy in June. 40 hour over 5 days. Learning about officer training and the job.

### Council Member Brown Thunder

- NYSF Youth Awards Dinner.
  - Leadership Luncheon Wednesday, May 2<sup>nd</sup> 11:30-1pm. Great networking opportunity. Fantastic speakers.

### Mayor Lindstrom

- Participated in a ride along for Ramsey County Sheriff's Office
- Like to thank the Sheriff's Department, all public safety, staff, and the school for their collaboration.
- Mayor Lindstrom will be on the Metro GIS Board. Important for cities, counties, and the region to work together.

### Council Member Leehy

- Park Updates
  - Park and Rec will have a Piano in the Park with the theme of "Play Your Part". Will start in late May to early June at Community Park.
  - Rec on the Go. It's a sample of our summer parks and rec programs. Will be three sessions at Curtiss Field. Looking at other locations and parks.
  - Next meeting April 2.

### Council Member Miazga

- Community Visioning Meeting next Monday February 26<sup>th</sup> at 6 p.m. for the Comprehensive Plan.

### City Administrator Thongvanh

- Admin Coordinator Position. We had 18 applications.

- Falcon Heights Elementary Family Fun Night – Friday February 23<sup>rd</sup> 5:30-8:30.
- Lions Club two college scholarships for \$1,000.

I. COMMUNITY FORUM:

J. ADJOURNMENT: 7:45 P.M.

Dated this 14<sup>th</sup> day of February, 2018

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Peter Lindstrom, Mayor

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Sack Thongvanh, City Administrator

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*The City That Soars!*

## REQUEST FOR COUNCIL ACTION

<b>Meeting Date</b>	February 28, 2018
<b>Agenda Item</b>	Consent F1
<b>Attachment</b>	General Disbursements and Payroll
<b>Submitted By</b>	Roland Olson, Finance Director

<b>Item</b>	General Disbursements and Payroll
<b>Description</b>	General Disbursements through: 2/21/18 \$114,587.99 Payroll through: 2/15/18 \$19,498.69
<b>Budget Impact</b>	The general disbursements and payroll are consistent with the budget.
<b>Attachment(s)</b>	· General Disbursements and Payroll
<b>Action(s) Requested</b>	Staff recommends that the Falcon Heights City Council approve general disbursements and payroll.

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-----ID-----			GROSS	P.O. #			
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----		DISTRIBUTION
01-01	CAMPBELL KNUTSON						
I-201802146563		JANUARY LEGALS	1,437.50				
2/14/2018	APBNK	DUE: 2/14/2018 DISC: 2/14/2018		1099: Y			
		JANUARY LEGALS		101 4114-80200-000	LEGAL FEES		844.50
		JANUARY LEGALS 1354 CALIFORNIA		101 4114-80200-000	LEGAL FEES		593.00
		=== VENDOR TOTALS ===	1,437.50				
01-03089	CASH						
I-201802146564		CERTIFIED MAIL AND FLASH DRIV	54.94				
2/14/2018	APBNK	DUE: 2/14/2018 DISC: 2/14/2018		1099: N			
		CERTIFIED MAIL		101 4112-70500-000	POSTAGE		33.50
		FLASH DRIVES		101 4113-70100-000	SUPPLIES		21.44
		=== VENDOR TOTALS ===	54.94				
01-03110	CENTURY LINK						
I-201802146565		LIFT STATION AND PARKS LANDLI	127.76				
2/14/2018	APBNK	DUE: 2/14/2018 DISC: 2/14/2018		1099: N			
		PARKS LANDLINE		101 4141-85011-000	TELEPHONE - LANDLINE		62.07
		LIFT STATION AUTO DIALER LANDL		601 4601-85011-000	TELEPHONE - LANDLINE		65.69
		=== VENDOR TOTALS ===	127.76				
01-03123	CINTAS CORPORATION #470						
I-470304209		SHOP TOWELS, CLEANING SUPPLIE	164.80				
2/14/2018	APBNK	DUE: 2/14/2018 DISC: 2/14/2018		1099: N			
		SHOP TOWELS, CLEANING SUPPLIES		101 4131-70110-000	SUPPLIES		164.80
		=== VENDOR TOTALS ===	164.80				
01-06290	CITY OF ROSEVILLE						
I-224118		JANUARY TELEPHONE SERVICE	315.81				
2/14/2018	APBNK	DUE: 2/14/2018 DISC: 2/14/2018		1099: N			
		JANUARY TELEPHONE SERVICE		101 4116-85010-000	TELEPHONE		315.81
		=== VENDOR TOTALS ===	315.81				

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
01 20		CITY OF WHITE BEAR				
I-11565		2018 GIS FEES RAMSEY CTY	535.82			
2/14/2018	APBNK	DUE: 2/14/2018 DISC: 2/14/2018		1099: N		
		2018 GIS FEES RAMSEY CTY		101 4117-80500-000	GIS SUPPORT	535.82
		=== VENDOR TOTALS ===	535.82			
01-04570		JOSEPH, KATRINA E.				
I-73		JANUARY PROSECUTIONS	2,500.00			
2/14/2018	APBNK	DUE: 2/14/2018 DISC: 2/14/2018		1099: Y		
		JANUARY PROSECUTIONS		101 4123-80200-000	LEGAL FEES	2,500.00
		=== VENDOR TOTALS ===	2,500.00			
01-05509		LEAGUE OF MN CITIES				
I-268479		LEGISLATIVE CONFERENCE MIAZGA	99.00			
2/14/2018	APBNK	DUE: 2/14/2018 DISC: 2/14/2018		1099: N		
		LEGISLATIVE CONFERENCE MIAZGA		101 4111-86100-000	CONFERENCES/EDUCATION/TR	99.00
		=== VENDOR TOTALS ===	99.00			
01-05644		LEAGUE OF MN HUMAN RIGHTS COMM				
I-201802146566		HUMAN RIGHTS COMMISSION 2018	100.00			
2/14/2018	APBNK	DUE: 2/14/2018 DISC: 2/14/2018		1099: N		
		HUMAN RIGHTS COMMISSION 2018		101 4111-86140-000	COMMISSIONS/MEMBERSHIPS/	100.00
		=== VENDOR TOTALS ===	100.00			
01-05440		LOFFLER COMPANIES, INC				
2100600		FEBRUARY COPIER CHARGES	222.08			
2/14/2018	APBNK	DUE: 2/14/2018 DISC: 2/14/2018		1099: N		
		FEBRUARY COPIER CHARGES		101 4112-87000-000	REPAIR OFFICE EQUIPMENT	222.08
		=== VENDOR TOTALS ===	222.08			
01-05731		MN DEPARTMENT OF LABOR INDUSTR				
I-MARCH1230152017		1ST QTR PERMIT SURCHARGES	478.29			
2/14/2018	APBNK	DUE: 2/14/2018 DISC: 2/14/2018		1099: N		
		1ST QTR PERMIT SURCHARGES		101 20801-000	DUE TO OTHER GOVERNMENTS	478.29
		=== VENDOR TOTALS ===	478.29			

PACKET: 01709 FEB 14 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 73	MN	PUBLIC EMPLOYEES INSURANCE				
I-677821		MARCH HEALTH INSURANCE	9,210.28			
2/14/2018	APBNK	DUE: 2/14/2018 DISC: 2/14/2018		1099: N		
		MARCH HEALTH INSURANCE		101 4112-89000-000	MISCELLANEOUS	9,210.28
		=== VENDOR TOTALS ===	9,210.28			
01-06639		O'CONNOR, KATIE				
I-201802146567		CELL, MILEAGE REIMB AND NOTAR	105.52			
2/14/2018	APBNK	DUE: 2/14/2018 DISC: 2/14/2018		1099: N		
		CELL REIMB OCT-JAN		101 4131-85015-000	CELL PHONE	65.80
		MILEAGE REIMB		101 4112-86010-000	MILEAGE & PARKING	19.72
		NOTARY FILING		101 4112-89000-000	MISCELLANEOUS	20.00
		=== VENDOR TOTALS ===	105.52			
01-06112		PIONEER PRESS				
I-10011045		NEWSPAPER RENEWAL: 52 WEEKS	565.12			
2/14/2018	APBNK	DUE: 2/14/2018 DISC: 2/14/2018		1099: N		
		NEWSPAPER RENEWAL: 52 WEEKS		101 4112-70100-000	SUPPLIES	565.12
		=== VENDOR TOTALS ===	565.12			
01-06184		RAMSEY COUNTY - 911 DISPATCH				
I-SHRFL001676		FEBRUARY POLICE SERVICES	82,692.72			
2/14/2018	APBNK	DUE: 2/14/2018 DISC: 2/14/2018		1099: N		
		FEBRUARY POLICE SERVICES		101 4122-81000-000	POLICE SERVICES	82,692.72
		=== VENDOR TOTALS ===	82,692.72			
01 81		TRI-STATE BOBCAT INC				
I-A400072		VARIOUS BOBCAT PARTS	131.73			
2/14/2018	APBNK	DUE: 2/14/2018 DISC: 2/14/2018		1099: N		
		VARIOUS BOBCAT PARTS		101 4132-70120-000	SUPPLIES	131.73
		=== VENDOR TOTALS ===	131.73			
01-07898		WSB				
I-201802146568		PLANNING SERVICES DEC 17	287.00			
2/14/2018	APBNK	DUE: 2/14/2018 DISC: 2/14/2018		1099: N		
		PLANNING SERVICES DEC 17		208 20200-000	ACCOUNTS PAYABLE	287.00
		=== VENDOR TOTALS ===	287.00			

PACKET: 01709 FEB 14 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	70	XCEL ENERGY						
I-578866308		ST LIGHTING ELECTRIC		45.62				
2/14/2018	APBNK	DUE: 2/14/2018 DISC: 2/14/2018			1099: N			
		ST LIGHTING ELECTRIC			209 4209-85020-000	STREET LIGHTING POWER		45.62
I-578923413		ST LIGHTING ELECTRIC		47.12				
2/14/2018	APBNK	DUE: 2/14/2018 DISC: 2/14/2018			1099: N			
		ST LIGHTING ELECTRIC			209 4209-85020-000	STREET LIGHTING POWER		47.12
I-578949714		ST LIGHTING ELECTRIC		40.20				
2/14/2018	APBNK	DUE: 2/14/2018 DISC: 2/14/2018			1099: N			
		ST LIGHTING ELECTRIC			209 4209-85020-000	STREET LIGHTING POWER		40.20
I-579123238		CITY HALL ELECTRIC		749.38				
2/14/2018	APBNK	DUE: 2/14/2018 DISC: 2/14/2018			1099: N			
		CITY HALL ELECTRIC			101 4131-85020-000	ELECTRIC		749.38
I-579177482		ST LIGHTING ELECTRIC		66.22				
2/14/2018	APBNK	DUE: 2/14/2018 DISC: 2/14/2018			1099: N			
		ST LIGHTING ELECTRIC			209 4209-85020-000	STREET LIGHTING POWER		66.22
I-579202912		ST LIGHTING ELECTRIC		43.44				
2/14/2018	APBNK	DUE: 2/14/2018 DISC: 2/14/2018			1099: N			
		ST LIGHTING ELECTRIC			209 4209-85020-000	STREET LIGHTING POWER		43.44
I-579316647		ST LIGHTING ELECTRIC		2,291.91				
2/14/2018	APBNK	DUE: 2/14/2018 DISC: 2/14/2018			1099: N			
		ST LIGHTING ELECTRIC			209 4209-85020-000	STREET LIGHTING POWER		2,263.47
		ST LIGHTING ELECTRIC			209 4209-85020-000	STREET LIGHTING POWER		28.44
		=== VENDOR TOTALS ===		3,283.89				
		=== PACKET TOTALS ===		102,312.26				

PACKET: 01711 FEBRUARY 15 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
01-0543		HINRICHS,RICH				
I-201802156572		OFFICE FILES REIMBURSEMENT	37.94			
2/15/2018	APBNK	DUE: 2/15/2018 DISC: 2/15/2018		1099: N		
		OFFICE FILES REIMBURSEMENT		101 4124-70100-000	SUPPLIES	37.94
=== VENDOR TOTALS ===			37.94			
01-05582		MENARDS				
I-201802156571		SUPPLIES	184.42			
2/15/2018	APBNK	DUE: 2/15/2018 DISC: 2/15/2018		1099: N		
		WATER REPAIR KIT		101 4141-70100-000	SUPPLIES	19.99
		SHADES FOR CITY ADMIN OFFICE		101 4131-70110-000	SUPPLIES	149.94
		SHADES FOR CITY ADMIN OFFICE		101 4131-70110-000	SUPPLIES	14.49
=== VENDOR TOTALS ===			184.42			
01-05825		MUNICIPAL CODE CORPORATION				
I-303674		ANNUAL WEB HOSTING	950.00			
2/15/2018	APBNK	DUE: 2/15/2018 DISC: 2/15/2018		1099: N		
		ANNUAL WEB HOSTING		101 4114-80210-000	ZONING CODE UPDATE	950.00
=== VENDOR TOTALS ===			950.00			
01-06301		SAMS CLUB MC/SYNCB				
I-201802156570		ANNUAL MEMBERSHIP AND OSHA SU	186.03			
2/15/2018	APBNK	DUE: 2/15/2018 DISC: 2/15/2018		1099: N		
		SAMS ANNUAL MEMBERSHIP		601 4601-70100-000	SUPPLIES	145.00
		OSHA TRAINING FOOD		601 4601-70100-000	SUPPLIES	41.03
=== VENDOR TOTALS ===			186.03			
=== PACKET TOTALS ===			1,358.39			

PACKET: 01713 FEBRUARY 21 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

01-050		AMERIPRIDE SERVICES				
I-1004056989		LINEN CLEANING	47.63			
2/21/2018	APBNK	DUE: 2/21/2018 DISC: 2/21/2018		1099: N		
		LINEN CLEANING		101 4124-82011-000	LINEN CLEANING	47.63
=== VENDOR TOTALS ===			47.63			

01-05072		BRANCH AND BOUGH TREE SERVICE				
I-4188		TREE REMOVAL AND CONSULTANT	8,123.00			
2/21/2018	APBNK	DUE: 2/21/2018 DISC: 2/21/2018		1099: N		
		TREE REMOVAL/STUMP GRINDING		419 4419-85000-000	TREE REMOVAL	5,600.00
		FORESTRY CONSULTANT		101 4134-80330-000	FORESTRY CONSULTANT	2,523.00
=== VENDOR TOTALS ===			8,123.00			

01-03025		COLIN CALLAHAN				
I-201802216573		FLEX REIMBURSEMENT	2,500.00			
2/21/2018	APBNK	DUE: 2/21/2018 DISC: 2/21/2018		1099: N		
		FLEX REIMBURSEMENT		101 21712-000	MEDICAL FLEX SAVINGS PAY	1,024.92
		FLEX REIMBURSEMENT		601 21712-000	MEDICAL FLEX SAVINGS PAY	1,175.08
		FLEX REIMBURSEMENT		602 21712-000	MEDICAL FLEX SAVINGS PAY	300.00
=== VENDOR TOTALS ===			2,500.00			

01-03117		CITY OF LITTLE CANADA				
I-193311		4TH QTR ADD'L MILEAGE	36.91			
2/21/2018	APBNK	DUE: 2/21/2018 DISC: 2/21/2018		1099: N		
		4TH QTR ADD'L MILEAGE		101 20200-000	ACCOUNTS PAYABLE	36.91
=== VENDOR TOTALS ===			36.91			

01-04062		FIRE MARSHALS ASSOC OF MN				
I-201802216574		FMAM 2018 MEMBERSHIP	40.00			
2/21/2018	APBNK	DUE: 2/21/2018 DISC: 2/21/2018		1099: N		
		FMAM 2018 MEMBERSHIP		101 4117-86110-000	MEMBERSHIPS	40.00
=== VENDOR TOTALS ===			40.00			

2/21/2018 9:36 AM  
 PACKET: 01713 FEBRUARY 21 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
01-046		M-R SIGN COMPANY INC				
I-1969281		REISSUE CHECK 86351	103.65			
2/21/2018	APBNK	DUE: 2/21/2018 DISC: 2/21/2018		1099: N		
		REISSUE CHECK 86351		101 20200-000	ACCOUNTS PAYABLE	103.65
=== VENDOR TOTALS ===			103.65			
01-06115		TIMOTHY PITTMAN				
I-201802216575		FLEX REIMBURSEMENT	66.17			
2/21/2018	APBNK	DUE: 2/21/2018 DISC: 2/21/2018		1099: N		
		FLEX REIMBURSEMENT		101 21712-000	MEDICAL FLEX SAVINGS PAY	26.47
		FLEX REIMBURSEMENT		601 21712-000	MEDICAL FLEX SAVINGS PAY	23.16
		FLEX REIMBURSEMENT		602 21712-000	MEDICAL FLEX SAVINGS PAY	16.54
=== VENDOR TOTALS ===			66.17			
=== PACKET TOTALS ===			10,917.36			

EMP #	NAME	AMOUNT
0005	SACK THONGVANH	3,198.63
01-1017	TIMOTHY J SANDVIK	1,736.07
01-1136	ROLAND O OLSON	2,344.75
01-2246	BRANDON C NELSON	327.97
01-1018	PAUL A MORETTO	2,023.87
01-0085	DANIEL S JOHNSON-POWERS	180.43
01-0086	RICHARD H HINRICHS	541.09
01-0087	MICHAEL A MCKAY	162.53
01-0095	MICHAEL J POESCHL	521.14
01-0097	PATRICK GAFFNEY	184.63
01-0105	ANTON M FEHRENBACH	616.14
01-0106	SCOTT A TESCH	118.40
01-0119	JEFFREY M WICK	23.74
01-0123	BRYAN R SULLIVAN	63.11
01-0124	MICHAEL D KRUSE	229.74
01-0126	BENJAMIN J SMITH	80.69
01-0132	ANDREW K TEMME	167.81
01-0135	MORGAN B MCCANN	145.69
01-0136	SCHLIZ S SAWYERS	37.97
01-0137	DANIEL J WATTENHOFER	128.62
01-0138	GRANT W HEITMAN	105.56
01-0139	WILLIAM M RAVEN	98.42
01-2172	MICHAEL W ARCAND	149.96
01-1030	TIMOTHY J PITTMAN	2,062.95
01-1033	DAVE TRETSVEN	1,626.64
0143	COLIN B CALLAHAN	1,428.21

TOTAL PRINTED: 26 18,304.76

2-12-2018 8:38 AM PAYROLL CHECK REGISTER  
 PAYROLL NO: 01 City of Falcon Heights

PAGE: 1  
 PAYROLL DATE: 2/12/2018

EMP NO	EMPLOYEE NAME	TYPE	CHECK DATE	CHECK AMOUNT	CHECK NO.
004	ANDERSON, KEVIN	R	2/12/2018	130.19	086815
01	MCCREADY, IAN H	R	2/12/2018	221.87	086816
22	KILBRIDE, JOHN P	R	2/12/2018	370.04	086817
2250	DOLAN, BENJAMIN J	R	2/12/2018	182.35	086818
2251	GRAY, MCGWIRE T	R	2/12/2018	289.48	086819

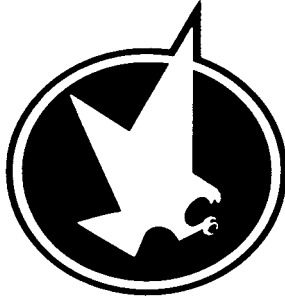
2-12-2018 8:38 AM PAYROLL CHECK REGISTER  
 PAYROLL NO: 01 City of Falcon Heights

PAGE: 2  
 PAYROLL DATE: 2/12/2018

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

REGULAR CHECKS:	5	1,193.93
DIRECT DEPOSIT REGULAR CHECKS:	26	18,304.76
MANUAL CHECKS:		
PRINTED MANUAL CHECKS:		
DIRECT DEPOSIT MANUAL CHECKS:		
VOIDED CHECKS:		
NON CHECKS:		
TOTAL CHECKS:	31	19,498.69





*The City That Soars!*

## REQUEST FOR COUNCIL ACTION

<b>Meeting Date</b>	February 28, 2018
<b>Agenda Item</b>	Consent F2
<b>Attachment</b>	Document(s)
<b>Submitted By</b>	Sack Thongvanh, City Administrator

<b>Item</b>	First Amendment St. Paul Academy-Conduit Bond
<b>Description</b>	The St. Paul Academy note needs to be revised as a result of the Tax Cuts and Jobs Act. I have included the RCA from the original adoption of the conduit bonding for St. Paul Academy.
<b>Budget Impact</b>	There is no impact on the budget or the City's liability.
<b>Attachment(s)</b>	<ul style="list-style-type: none"> <li>· Resolution 18-08 First Amendment to Educational Facilities Revenue Refunding Note for Saint Paul Academy and Summit School Project</li> <li>· General and Non-Arbitrage Certificate</li> <li>· Note Amendment</li> </ul>
<b>Action(s) Requested</b>	Staff would recommend approve of attached resolution and authorize the Mayor and City Administrator to sign all necessary documents.

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February 23, 2018

**Catherine J. Courtney**  
(612) 977-8765  
ccourtney@briggs.com

**BY E-MAIL**

Sack Thongvanh, City Administrator  
City Councilmembers  
City of Falcon Heights  
2077 Larpenteur Ave W  
Falcon Heights, MN 55113-5551

**Re: Authorizing First Amendment to Note Issued in 2017 for Saint Paul  
Academy and Summit School**

Dear Councilmembers and City Administrator:

On September 6, 2017, the City of Falcon Heights issued its \$7,375,000 Educational Facilities Revenue Refunding Note, Series 2017 (Saint Paul Academy and Summit School Project) (the "Note"), originally sold to Bremer Bank, National Association (the "Lender"). The proceeds of the Note were loaned to Saint Paul Academy and Summit School, a Minnesota nonprofit corporation (the "Borrower"), to refinance, in part, certain obligations of the Borrower related to the school facilities located on the Borrower's campus in St. Paul.

The Note provides that the interest rate can be adjusted by the Lender if there is a reduction in the maximum federal corporate tax rate. The "Tax Cuts and Jobs Act," recently adopted by Congress, did reduce the federal corporate tax rate and, therefore, the Lender and Borrower have agreed to amend the Note and have requested that the City approve a first amendment to the Note to reflect the adjusted interest rate.

The Note, as amended, shall not constitute a charge, lien, or encumbrance, legal or equitable, upon any property or funds of the City except the revenues and proceeds pledged to the payment thereof, nor shall the City be subject to any liability thereon. The holders of the Note shall never have the right to compel any exercise of the taxing power of the City to pay the outstanding principal on the Note or the interest thereon, or to enforce payment thereof against any property of the City. The Note recites in substance that the Note, including interest thereon, is payable solely from the revenue and proceeds pledged to the payment thereof. The Note shall not constitute a debt of the City within the meaning of any constitutional or statutory limitation.

The Borrower has presented a resolution to the City Council requesting that the City adopt the resolution at its February 28<sup>th</sup> meeting to approve the First Amendment to the Note.

BRIGGS AND MORGAN

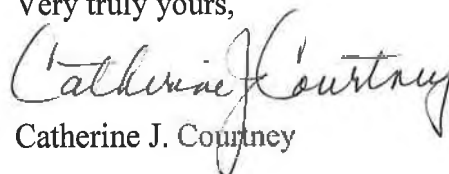
Sack Thongvanh, City Administrator

February 23, 2018

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Please feel free to contact me if you have any questions or comments.

Very truly yours,

A handwritten signature in cursive script that reads "Catherine J. Courtney". The signature is written in black ink and is positioned above the printed name.

Catherine J. Courtney

CJC

UNITED STATES OF AMERICA  
STATE OF MINNESOTA  
COUNTY OF RAMSEY  
CITY OF FALCON HEIGHTS

First Amendment to Educational Facilities Revenue Refunding Note  
(Saint Paul Academy and Summit School Project), Series 2017

WHEREAS, on September 6, 2017, the City of Falcon Heights, Minnesota (the "Issuer") issued its \$7,375,000 Educational Facilities Revenue Refunding Note (Saint Paul Academy and Summit School Project), Series 2017 (the "Current Note") promising to pay Bremer Bank, National Association (the "Lender"); and

WHEREAS, pursuant to a Loan Agreement dated as of September 6, 2017 (the "Loan Agreement"), between the Issuer and Saint Paul Academy and Summit School, a Minnesota nonprofit corporation (the "Borrower"), the Borrower agreed to repay the Current Note in specified amounts and at specified times sufficient to pay in full when due the principal of, premium, if any, and interest on the Current Note; and

WHEREAS, pursuant to a Pledge Agreement (the "Pledge Agreement") dated as of September 6, 2017 between the Issuer and the Lender, the Issuer pledged and granted a security interest in all of its rights, title, and interest in the Loan Agreement to the Lender (except for certain rights of indemnification and to reimbursement for certain costs and expenses); and

WHEREAS, the Lender and the Borrower have informed the Issuer that they have agreed to certain changes in the terms of the Current Note; and

WHEREAS, pursuant to a resolution of the Issuer adopted on February 28, 2018 (the "Resolution"), the Issuer has agreed to the requested changes to the terms of the Current Note; and

WHEREAS, this Amendment is authorized to be attached to the Current Note to evidence the amendments made hereby.

1. The Current Note is hereby amended by deleting the second paragraph of Section 1 in its entirety and replacing it with the following:

The per annum rate of interest payable hereunder shall initially be equal to 1.90% per annum. On the first Payment Date, and each Reset Date (hereinafter defined) thereafter through March 1, 2018, the interest rate on this Note will be adjusted to a rate per annum equal to (a) the sum of (i) 1.60% and (ii) the One-Month LIBOR Rate in effect as of the Reset Date, (b) multiplied by 0.67. On April 1, 2018, and each Reset Date thereafter, the interest rate on this Note will be adjusted to a rate per annum equal to (a) the sum of (i) 1.60% and (ii) the One-Month LIBOR Rate in effect as of the Reset Date, (b) multiplied by 0.79. Notwithstanding anything herein to the contrary, during any period of time while the One-Month LIBOR Rate would be less than zero percent (0.0%), the One-Month LIBOR Rate shall be deemed to be zero (0).

2. The Current Note is hereby amended by deleting the sixth paragraph of Section 1 in its entirety and replacing it with the following:

On the first day of any month (the "Conversion Date"), the Borrower (as defined below) may elect, by giving the Lender 60 days' written notice, to convert the interest rate to a fixed rate. Such rate shall be equal to seventy-nine percent (79%) of the sum of: (i) 215 basis points plus (ii) the applicable Interest Rate Swaps Rate (defined below) in effect as of the Conversion Date or Adjustment Date (as defined below), as applicable (the "Adjustment Rate"). In the event the Conversion Date occurs prior to September 1, 2027 (the "Adjustment Date"), interest shall accrue on the Principal Balance from the Conversion Date through the Adjustment Date, at which time the rate will be adjusted again on the Adjustment Date in the same manner. Such adjustment to the interest rate shall be made and become effective as of the Conversion Date or the Adjustment Date, as applicable, and the interest rate as adjusted shall remain in effect through and including the day immediately preceding the Adjustment Date or the Final Maturity Date, as applicable. Notwithstanding anything herein to the contrary, during any period of time while the applicable Interest Rate Swaps Rate would be less than zero percent (0.0%), the applicable Interest Rate Swaps Rate shall be deemed to be zero (0).

3. The Current Note is hereby amended by deleting the tenth paragraph of Section 1 in its entirety and replacing it with the following:

The interest rate on this Note shall be subject to further adjustment by the Lender if there is a change in the Maximum Federal Corporate Tax Rate as a result of a change in law. The Lender shall provide the Borrower with 30 days' notice of any such adjustment and resulting interest rate. For purposes of this paragraph, "Maximum Federal Corporate Tax Rate" means the maximum rate of income taxation imposed on corporations pursuant to Section 11(b) of the Internal Revenue Code of 1986, as amended (the "Code"), as in effect from time to time, or, if as a result of a change in the Code, the rate of income taxation imposed on corporations generally shall not be applicable to the Lender, the maximum statutory rate of federal income taxation which would apply to the Lender. The adjustment in interest rate will be equal to (a) the interest rate before the adjustment times  $(1 - \text{new Maximum Federal Corporate Tax Rate})$ , divided by (b) .79.

4. The Current Note is hereby amended by deleting paragraph 8 in its entirety and replacing it with the following:

Upon a Determination of Taxability, as defined in the Loan Agreement, this Note shall convert to a taxable obligation and the interest rate for interest accruing from the Date of Taxability, as defined in the Loan Agreement, shall be adjusted to an interest rate per annum equal to the then current interest rate payable hereunder, divided by 0.79 (as may be adjusted pursuant to the sixth paragraph of Section 1) (the "Taxable Rate"). Any interest accruing from the Date of Taxability which is retroactively due as a result of the interest rate adjustment shall be payable on the 1<sup>st</sup> day of the following month along with regularly scheduled principal payment and interest accruing from the previous payment date at the Taxable Rate.

5. All other terms and provisions of the Current Note remain in full force and effect.

[Signature pages follow]

IN WITNESS WHEREOF, the City of Falcon Heights, Minnesota, Saint Paul Academy and Summit School, and Bremer Bank, National Association have caused this Amendment to Note to be duly executed in their names and have caused this Amendment to Note to be dated as of \_\_\_\_\_, 2018.

CITY OF FALCON HEIGHTS, MINNESOTA

By \_\_\_\_\_  
Its Mayor

By \_\_\_\_\_  
Its City Administrator

[Amendment to Note]



CONSENT OF:

SAINT PAUL ACADEMY AND SUMMIT  
SCHOOL

By \_\_\_\_\_  
Its \_\_\_\_\_

[Amendment to Note]

CONSENT OF:

BREMER BANK, NATIONAL  
ASSOCIATION

By \_\_\_\_\_  
Its \_\_\_\_\_

[Amendment to Note]



*The City That Soars!*

## REQUEST FOR COUNCIL ACTION

<b>Meeting Date</b>	June 14, 2017
<b>Agenda Item</b>	Public Hearing E1
<b>Attachment</b>	Resolution & Support Documents
<b>Submitted By</b>	Sack Thongvanh, City Administrator

<b>Item</b>	Saint Paul Academy and Summit School Project Conduit Bond – Approving the Issuance and Sale of Educational Facilities Revenue Refunding Notes
<b>Description</b>	<p>On May 10, 2017, the City Council passed Resolution 17-16 calling for public hearing and authorize the publication of notice of hearing for on the issuance of educational facilities revenue refunding notes for Saint Paul Academy and Summit School Project.</p> <p>The City of Falcon Heights may issue up to \$10,000,000 of its own 501(c) (3) bonds each year as bank-qualified bonds. Under the federal tax law, alternative issuers are permitted, but a “nexus” between the jurisdictional city and the issuers is preferred. In this case, the City of Falcon Heights currently have residents who are students attending the Borrower.</p> <p>The Bonds will not constitute a charge, lien, or encumbrance, legal or equitable, upon any property of the Issuers, except the interests of the Issuers in payments to be made by the Borrower under the Loan Agreements. The Bonds are not moral obligations on the part of the State or its political subdivisions, including the Issuers, and the Bonds will not constitute a debt of the Issuers within the meaning of any constitutional or statutory limitation.</p>
<b>Budget Impact</b>	The City will receive ¼ of 1% of the principal amount that such Issuer issues.
<b>Attachment</b>	<ul style="list-style-type: none"> <li>· Resolution 17-22 Approving Issuance and Sale of Educational Facilities Revenue Refunding Notes and Authorizing the Execution of Documents Relating Thereto Saint Paul Academy and Summit School Project</li> <li>· Agreement to Purchase</li> <li>· Loan Agreement</li> <li>· Pledge Agreement</li> <li>· Saint Paul Academy Note</li> <li>· Saint Paul Academy Declaration of Restrictive Covenants</li> <li>· Saint Paul Academy Pledge and Security Agreement</li> </ul>
<b>Action(s) Requested</b>	Motion to approve attached resolution and authorize Mayor and City Administrator to sign all necessary documents.

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City of Falcon Heights, Minnesota

First Amendment to  
\$7,375,000 Educational Facilities Revenue Refunding Note, Series 2017  
(Saint Paul Academy and Summit School Project)

GENERAL AND NONARBITRAGE CERTIFICATE

The undersigned Mayor and City Administrator of the City of Falcon Heights, Minnesota, a municipal corporation under the Constitution and laws of the State of Minnesota (the “City”), acting for the City, do hereby certify and request as follows:

1. Introduction. This Certificate relates to the first amendment to the City’s \$7,375,000 Educational Facilities Revenue Refunding Note, Series 2017 (Saint Paul Academy and Summit School Project), dated September 6, 2017 (the “Note”), originally sold to Bremer Bank, National Association, in Minneapolis, Minnesota (the “Lender”). The proceeds of the Note were loaned to Saint Paul Academy and Summit School, a Minnesota nonprofit corporation (the “Borrower”), to refinance, in part, certain of the Borrower’s school facilities located on the Borrower’s campus in the City of Saint Paul, Minnesota (the “Project”) by refunding certain prior obligations related to the Project (the “Prior Bonds”).

2. The Note. The City loaned the proceeds of the Note to the Borrower pursuant to a Loan Agreement, dated September 6, 2017 between the City and the Borrower (the “Loan Agreement”) and the Borrower agreed to repay the Note in specified amounts and at specified times sufficient to pay in full when due the principal of, premium, if any, and interest on the Note. The Note was issued pursuant to a resolution adopted by the City on June 14, 2017 (the “Final Resolution”). To secure payment of the Note, the City and the Lender entered into a Pledge Agreement dated as of September 6, 2017 (the “Pledge Agreement”).

3. The Amendment. The Lender and the Borrower have informed the City that they have agreed to certain changes in the terms of the Note and have requested that the City enter into a First Amendment to Educational Facilities Revenue Refunding Note, Series 2017 (Saint Paul Academy and Summit School Project) (the “Note Amendment”). The Note Amendment will be issued pursuant to a resolution adopted by the City on February 28, 2018 (the “Amendment Resolution”).

4. Terms; Headings. All terms capitalized but not otherwise defined herein shall have the meanings given such terms in the Final Resolution, the Amendment Resolution, and the Loan Agreement. Paragraph headings herein are for convenience of reference only, and are not a part hereof.

5. Officials. The officials of the City are as follows:

<u>Name</u>	<u>Office</u>
Peter Lindstron	Mayor
Joe Brown Thunder	Councilmember
Melanie Leehy	Councilmember
Randy Gustafson	Councilmember
Mark Miazga	Councilmember
Sack Thongvanh	Administrator

Members of the City Council of the City listed in this paragraph were the duly appointed, qualified and acting members at the time the resolution identified in paragraph 7 below was adopted.

6. Final Resolution. The Final Resolution was adopted at a regular meeting of the City Council held on June 14, 2017, is in full force and effect as of the date hereof, and, other than as it may have been amended by the Amendment Resolution, has not been rescinded, modified or amended in any respect.

7. Amendment Resolution. The Amendment Resolution was adopted at a regular meeting of the City Council held on February 28, 2018, and is in full force and effect as of the date hereof, and has not been rescinded, modified or amended in any respect.

8. Findings. To the best of our knowledge, since the dates of adoption of the Final Resolution and the Amendment Resolution there has been no change with respect to any of the findings of the City expressed in the Final Resolution and the Amendment Resolution, respectively.

9. Execution and Delivery. The City has authorized by all necessary action, the execution, delivery, and due performance of the Note Amendment and any and all such other agreements and documents as may be required, on advice of Bond Counsel, to be executed and delivered by the City in order to carry out, give effect to, and consummate the transaction contemplated by the Note Amendment and the Amendment Resolution.

10. Proceedings. All proceedings and actions taken by the City by and through its governing body and its Mayor and City Administrator in connection with the Note Amendment and other applicable documents set forth in the transcript prepared in connection therewith, were duly conducted and adopted in accordance with applicable procedural requirements imposed by law and as represented in such documents executed the same as indicated therein and were duly elected or appointed and qualified to serve as such officers on the date of such execution.

11. No Litigation. To the best knowledge of the undersigned, there is no litigation of any nature now pending, or to our knowledge, threatened seeking to restrain or enjoin the issuance, sale, execution or delivery of the Note Amendment or any of the documents described in the Amendment Resolution, or questioning the authority or proceedings pursuant to which the

Note was issued or is being amended, the validity of the Note or any provision made for the payment thereof, or the power of the City to assist in the initial financing of the Project.

12. No Contest. Neither the existence of the City nor the rights of the present officials of the City to their respective offices is being contested and no authority or proceeding for the issuance of the Note or the execution and delivery of the Note Amendment have been modified, repealed, revoked, or rescinded.

13. Arbitrage. With respect to the federal arbitrage requirements set forth in Section 148 of the Internal Revenue Code of 1986, as amended (the “Code”), and the regulations promulgated thereunder (the “Regulations”), and solely in reliance upon the representations made by the Borrower in the Borrower’s Certificate delivered by the Borrower on the date hereof, we hereby certify and reasonably expect that the following has occurred or will occur with respect to the Note:

(a) The Note was delivered and paid for on September 6, 2017 and the total proceeds received by the City on the sale of the Note (\$7,375,000), together with estimated earnings thereon, did not exceed the total of the amount necessary to refinance the Project.

(b) The Note Amendment was delivered on the date hereof and no new proceeds of the Note were created.

(c) The actual work of acquiring, constructing, and improving the Project is completed and the Prior Bonds have been refunded.

(d) No cash or securities are pledged either directly or indirectly by the Borrower to the payment of or security for the Note, nor is there any fund of cash or securities which the Borrower has otherwise set aside and expects to invest or maintain at a yield greater than the yield on the Note for the purpose of paying debt service on the Note.

(e) The Borrower has covenanted in the Loan Agreement that it will take all actions required under Section 148 of the Code and all Regulations relating thereto to prevent the Note, as amended by the Note Amendment, from becoming an arbitrage bond and rebate any arbitrage profits.

(f) The City and Borrower need not rebate any earnings on “gross proceeds” (as defined in Section 1.148-7(d)(3)) of the Note, as amended by the Note Amendment, if all “gross proceeds” are expended within 6 months of the date hereof in accordance with the Regulations. The Borrower expects to spend all such “gross proceeds” within such period.

(g) There are no replacement proceeds of the Note, as amended by the Note Amendment, within the meaning of § 1.148-1(c)(1) or (4) of the Regulations. For purposes of the safe harbor against the creation of certain replacement proceeds provided by § 1.148-1(c)(4)(i)(B) of the Regulations, the Note, as amended by the Note Amendment, has a weighted average maturity that does not exceed one hundred twenty

percent (120%) of the average reasonably expected economic life of the Project determined in the same manner as under § 147(b) of the Code.

(h) The stated purposes of the Note, as amended by the Note Amendment, are governmental purposes within the meaning of applicable law and regulations.

(i) The Note, as amended by the Note Amendment, is not a hedge bond within the meaning of § 149(g) of the Code, because (1) the City reasonably expects that eighty-five percent (85%) of the spendable proceeds of the Note, as amended by the Note Amendment, will be used to carry out the governmental purposes of the Note within the three (3) year period beginning on the date hereof, and (2) not more than fifty percent (50%) of the proceeds of the Note is invested in nonpurpose investments having a substantially guaranteed yield for four (4) years or more.

(j) No “abusive arbitrage device” within the meaning of § 1.148-10 of the Regulations is used in connection with the Note. No action relating to the Note has the effect of (1) enabling the Borrower to exploit the difference between tax-exempt and taxable interest rates to obtain a material financial advantage, and (2) overburdening the tax-exempt market.

The City is not aware of any facts or circumstances that would cause it to question the accuracy of the foregoing representations and on the basis thereof, it is not expected that the proceeds of the Note, as amended by the Note Amendment, will be used in a manner that would cause the Note, as amended by the Note Amendment, to be an arbitrage bond under Section 148 of the Code and the regulations prescribed under that section, and to the best of our knowledge and belief, there are no facts, estimates or circumstances other than those mentioned above that would materially change the conclusion that it is not expected that the proceeds of the Note, as amended by the Note Amendment, will be used in a manner that would cause the Note, as amended by the Note Amendment, to be arbitrage bonds under Section 148 of the Code and regulations prescribed under that section; and the undersigned have not been notified nor do they have any knowledge to indicate that the City has been listed or is proposed to be listed by the Internal Revenue Service as an issuer whose arbitrage certificates may not be relied upon.

The statements in this paragraph are made pursuant to Sections 1.148-2 of the Regulations and the undersigned Mayor and City Administrator are the officers of the City charged by the Amendment Resolution with the responsibility of delivery of the Note Amendment.

[Signature page follows]



IN WITNESS WHEREOF, the undersigned have hereunto set their signatures on \_\_\_\_\_, 2018.

CITY OF FALCON HEIGHTS, MINNESOTA

By \_\_\_\_\_  
Its Mayor

By \_\_\_\_\_  
Its City Administrator

Signature Page to City's General and Nonarbitrage Certificate.

Extract of Minutes of Meeting of the  
City Council of the City of Falcon Heights, Minnesota

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Falcon Heights, Minnesota was duly held at City Hall in said City on Tuesday, the 28th day of February, 2018 at 7:00 o'clock P.M.

The following Council members were present:

and the following were absent:

Council member \_\_\_\_\_ then introduced and read the following written resolution and moved its adoption:

A RESOLUTION PROVIDING FOR THE FIRST AMENDMENT TO  
EDUCATIONAL FACILITIES REVENUE REFUNDING NOTE  
(SAINT PAUL ACADEMY AND SUMMIT SCHOOL PROJECT), SERIES 2017  
AND AUTHORIZING THE EXECUTION OF DOCUMENTS RELATED THERETO

The motion for the adoption of the foregoing resolution was duly seconded by Council member \_\_\_\_\_, and upon vote being taken thereon the following voted in favor thereof:

and the following voted against the same:

whereupon said resolution was declared duly passed and adopted.

**CITY OF FALCON HEIGHTS  
COUNCIL RESOLUTION**

February 28, 2018

No. 18-08

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**RESOLUTION PROVIDING FOR THE FIRST AMENDMENT TO  
EDUCATIONAL FACILITIES REVENUE REFUNDING NOTE  
(SAINT PAUL ACADEMY AND SUMMIT SCHOOL PROJECT), SERIES 2017  
AND AUTHORIZING THE EXECUTION OF DOCUMENTS RELATED THERETO**

**BE IT RESOLVED** by the City Council of the City of Falcon Heights, Minnesota (the "City"), as follows:

**SECTION 1 LEGAL AUTHORIZATION AND FINDINGS.**

1.1 Findings. The City hereby finds, determines and declares as follows:

(1) The City, pursuant to Resolution No. 17-22 adopted on June 14, 2017 (the "Note Resolution"), has previously issued its revenue note in an original aggregate principal amount of \$7,375,000 to provide funds that were loaned to Saint Paul Academy and Summit School, a Minnesota nonprofit corporation (the "Borrower"), to refinance, in part, the acquisition, construction, and improvement of certain of the Borrower's school facilities on the campus of the Borrower, located in the City of Saint Paul, Minnesota, which facilities are owned and operated by the Borrower (the "Project").

(2) The City issued the Educational Facilities Revenue Refunding Note, Series 2017 (Saint Paul Academy and Summit School Project) dated September 6, 2017, (the "Note"), pursuant to Minnesota Statutes, Section 469.152 to 469.165, as amended (the "Act"), and sold the Note to Bremer Bank, National Association, a national banking association (the "Lender").

(3) Pursuant to a Loan Agreement (the "Loan Agreement") dated September 6, 2017 between the City, the Borrower, and the Lender, the Borrower agreed to repay the Note in specified amounts and at specified times sufficient to pay in full when due the principal of, premium, if any, and interest on the Note. In addition, the Loan Agreement contains provisions relating to the expenditure of proceeds of the Note, the maintenance and operation of the Project, indemnification, insurance, and other agreements and covenants which are required or permitted by the Act and which the City, the Borrower and the Lender deem necessary or desirable for the financing of the Project.

(4) Pursuant to a Pledge Agreement (the "Pledge Agreement") dated September 6, 2017 between the City and the Lender, the City pledged and granted a security interest in all of

its rights, title, and interest in the Loan Agreement to the Lender (except for certain rights of indemnification and to reimbursement for certain costs and expenses).

(5) The Lender and the Borrower have informed the City that they have agreed to certain changes in the terms of the Note.

(6) The form of First Amendment to Note between the City, the Borrower, and the Lender, proposed to be entered into in order to document changes in the terms of the Note has been submitted to the City Council and is on file in the office of the City Administrator (the "Note Amendment").

## SECTION 2 AUTHORIZATION OF NOTE AMENDMENT.

### 2.1 Approval and Execution of Note Amendment.

(1) The Note Amendment is made a part of this Resolution as though fully set forth herein and is hereby approved in substantially the form presented to the City Council. The Mayor and the City Administrator are authorized and directed to execute, acknowledge, and deliver the Note Amendment on behalf of the City with such changes, insertions, and omissions therein as bond counsel to the City may hereafter deem appropriate, such execution to be conclusive evidence of approval of such documents in accordance with the terms hereof.

(2) The Mayor and the City Administrator are authorized and directed to execute and deliver all other documents which may be required under the terms of the Note Amendment or by bond counsel, and to take such other action as may be required or deemed appropriate for the performance of the duties imposed thereby to carry out the purposes thereof.

(3) The Mayor and City Administrator and other officers of the City are authorized to furnish to the Lender, the Borrower, and bond counsel certified copies of all proceedings and records of the City relating to the Note Amendment, and such other affidavits and certificates as may be required to show the facts relating to the legality and marketability of the Note as such facts appear from the books and records in the officers' custody and control or as otherwise known to them; and all such certified copies, certificates, and affidavits, including any heretofore furnished, shall constitute representations of the City as to the truth of all statements contained therein.

(4) In the event that for any reason the Mayor or the City Administrator are unable to carry out the execution of any of the documents or other acts provided herein, any other officer of the City or member of its City Council as, in the opinion of the City's attorney, are authorized to act in that capacity and undertake such execution or acts on behalf of the City, shall without further act or authorization execute and deliver the Note Amendment and do all things and execute all instruments and documents required to be done or executed by such officers, with full force and effect, which executions or acts shall be valid and binding on the City.

(5) This resolution constitutes a supplement to the Note Resolution.

2.2 No Liability of City. Nothing in this resolution or in the documents prepared pursuant hereto shall authorize the expenditure of any municipal funds on the Project other than the

revenues derived from the Project or otherwise granted to the City for this purpose. The Note, as amended, shall not constitute a charge, lien, or encumbrance, legal or equitable, upon any property or funds of the City except the revenues and proceeds pledged to the payment thereof, nor shall the City be subject to any liability thereon. The holders of the Note shall never have the right to compel any exercise of the taxing power of the City to pay the outstanding principal on the Note or the interest thereon, or to enforce payment thereof against any property of the City. The Note recites in substance that the Note, including interest thereon, is payable solely from the revenue and proceeds pledged to the payment thereof. The Note shall not constitute a debt of the City within the meaning of any constitutional or statutory limitation.

### SECTION 3 BANK QUALIFIED.

3.1 Qualified Tax Exempt Obligations. The Note, as amended, is deemed a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "Code").

Adopted by the City Council of the City of Falcon Heights, Minnesota this 28th day of February, 2018.

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Mayor

ATTEST:

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Administrator

CERTIFICATE

STATE OF MINNESOTA            )  
COUNTY OF RAMSEY            )  
CITY OF FALCON HEIGHTS        )

I, Sack Thongvanh, duly appointed, acting and qualified Administrator of the City of Falcon Heights, do hereby certify that I have examined the City of Falcon Heights records and the Minute Book of said City for the meeting of the 28th of February, 2018 and that the attached copy of the RESOLUTION PROVIDING FOR THE FIRST AMENDMENT TO EDUCATIONAL FACILITIES REVENUE REFUNDING NOTE (SAINT PAUL ACADEMY AND SUMMIT SCHOOL PROJECT), SERIES 2017 AND AUTHORIZING THE EXECUTION OF DOCUMENTS RELATED THERETO was approved and is a true and correct copy of the City Proceedings relating to said Resolution.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Administrator  
City of Falcon Heights

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## REQUEST FOR COUNCIL ACTION

<b>Meeting Date</b>	February 28, 2018
<b>Agenda Item</b>	Consent F3
<b>Attachment</b>	Agreement and Rates
<b>Submitted By</b>	Sack Thongvanh, City Administrator

<b>Item</b>	Animal Impound Agreement and Rates
<b>Description</b>	<p>The animal impound facility Hillcrest Animal Hospital, used by the contract cities have terminated their agreement. Hillcrest will no longer board animals after February 28<sup>th</sup>, 2018.</p> <p>Ramsey County's CSO-Animal Control Officer Mario Lee has been diligently worked on provide the Contract Cities options. CSO Mario Lee reached out to Saint Paul Animal Control, Animal Humane Society, Lake Animal Hospital and Dover Kennel Animal &amp; Impound Services.</p>
<b>Budget Impact</b>	This may have a significant impact on the 2018 budget because impound services was originally taken care by and paid by St. Anthony.
<b>Attachment(s)</b>	<ul style="list-style-type: none"> <li>· Animal Impound Agreement and Rates</li> </ul>
<b>Action(s) Requested</b>	Staff recommends approval of impound agreement and rates with the City of Saint Paul.

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## Animal Impound Agreement

This Agreement is entered into between the City of Saint Paul, a home rule charter city (“CSP”) and the City of Falcon Heights, a municipal corporation (“Falcon Heights”) on this \_\_\_\_ day of \_\_\_\_\_, 2018.

WHEREAS, the City of Falcon Heights is in need of housing for impounded animals; and

WHEREAS, the Saint Paul Animal Control facility has the capacity to house additional impounded animals beyond those impounded in Saint Paul; and

WHEREAS, pursuant to Minn. Stat. §471.59, subd. 10, a governmental unit may enter into agreements with another governmental unit to perform services or functions it is authorized to provide for itself;

Now, therefore, parties agree as follows:

1. **Services.** CSP Animal Control will serve as the impound facility for Falcon Heights and will provide these services:
  - a. During business hours receive impounded animals and completed paperwork containing information on the basis for the impound.
  - b. When the facility is closed, provide access to the facility for after-hours drop off.
  - c. Provide suitable and humane care for the animals while at the facility. Determine whether medical care is required and if so provide such care to a maximum of \$200 per animal.
  - d. Handle release of animals to their owners, if claimed.
  - e. For animals which are not reclaimed, take ownership after the applicable holding time required by Falcon Heights. CSP will have sole discretion whether to dispose of the animal.

CSP may refuse to accept an animal for impound which is diseased or rabid and the animal cannot be impounded without serious risk to the persons attempting the impound or to the other animals being held at the facility. Such animals may be immediately humanely euthanized.

CSP will only accept animals impounded by Falcon Heights employees acting in their official capacity.

Cats may only be brought to CSP Animal Control if the cat is sick, injured, abandoned, or at imminent risk of becoming sick, injured or abandoned, such as orphaned kittens, cats stuck in sewers, etc. Owners wishing to surrender cats, or residents concerned about outdoor cats that are apparently healthy must be directed toward nongovernmental resources.

2. Fees.
  - a. Falcon Heights shall pay all fees associated with the boarding of the animals which it delivers to the facility and which are not reclaimed by the owners. Fees are those set forth on the attached Exhibit A. CSP will submit detailed invoices to Falcon Heights identifying each animal and the services required. Payment is due within thirty-five days of receipt of any uncontested invoices.
  - b. CSP is responsible for collecting all fees for reclaimed animals for the owner.
  
3. Term. This Agreement will take effect upon signing and will be in force for a period of one year, unless earlier terminated pursuant to §7.
  
4. Records. CSP will maintain records of all animals impounded and will provide such records to Falcon Heights upon request. CSP will maintain all records related to this Agreement for a period of six years after the termination and will make those records available to Falcon Heights or to the State Auditor as requested.
  
5. Liability. Each party will be responsible for its own acts and omissions in the carrying out of responsibilities under this Agreement. Nothing herein is intended to waive the immunities or defenses available under the Municipal Tort Claims Act, Minn. Stat. §466.01 et. seq.
  
6. Notices. Any notice or demand to be given under the terms of this Agreement must be in writing and delivered by U.S. Mail to the addresses below:
 

City Administrator	St. Paul Animal Control
City of Falcon Heights	1285 Jessamine Avenue W.
2077 Larpenteur Avenue West	Saint Paul, MN 55108
Falcon Heights, MN 55113	
  
7. Termination. Either party may terminate this Agreement by giving 60 days' written notice to the other party.
  
8. Assignment. This Agreement may not be assigned or transferred.
  
9. Entire Agreement. This Agreement sets for the entire understanding of the parties and supersedes any prior written or oral agreements between the m relating to this subject matter.
  
10. Amendments. No modification or amendment to this Agreement will be binding unless in writing and signed by both parties.

11. Governing Law. This Agreement and the performance thereof shall be governed and interpreted by the laws of the State of Minnesota and any litigation between the parties arising under, predicated upon, or otherwise involving this Agreement shall be filed in Ramsey County, Minnesota.

City of Saint Paul

City of Falcon Heights

\_\_\_\_\_  
Director of DSI

\_\_\_\_\_  
Peter Lindstrom, Mayor

\_\_\_\_\_  
Director of Finance

\_\_\_\_\_  
Sack Thongvanh, City Administrator

\_\_\_\_\_  
Assistant City Attorney

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## ANIMAL IMPOUND SERVICES AGREEMENT

### PROPOSED PRICES

#### Charges due to the City of Saint Paul, Unclaimed Animal:

\$30.00	Daily boarding fee, beginning the first full day of impoundment, up to seven (7) days
\$35	Administration Fee (live animals only)
\$200.00	Maximum, veterinary services for animals needing emergency care
\$60.00	Disposal (Live Animal that is not reclaimed)
\$30.00	Disposal (Dead-on-Arrival Animal, excluding deer/livestock)
Actual Cost	Disposal of deer/livestock/other large animals

#### Charges due from owner, claimed Animal

\$30.00	Daily Boarding fee, beginning the first full day of impoundment
\$35	Administration fee
Actual Cost	Veterinary Services, if provided
Actual Cost	City animal license

\*Saint Paul Animal Control considers animal licensing to be a cornerstone of responsible animal control. Residents must purchase or provide proof of licensure at the time of release if licensure is mandated by the jurisdiction where they reside.

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CITY OF SAINT PAUL

ANIMAL CONTROL CENTER  
1285 Jessamine Avenue West  
Saint Paul, Minnesota 55108

Telephone: 651-266-1100  
Facsimile: 651-266-1120  
Web [www.stpaul.gov/dsi](http://www.stpaul.gov/dsi)

## ANIMAL DROP OFF FORM

Agency Name: \_\_\_\_\_

Type of Animal: Dog      Cat      Other \_\_\_\_\_

Date picked up: \_\_\_\_\_

Time picked up: \_\_\_\_\_

Location picked up: \_\_\_\_\_

Reason picked up:

Running Loose

Owner Hospitalized

Owner Arrested

Other: \_\_\_\_\_

Name/Contact Information for Owner (if known):

\_\_\_\_\_

Bite history (date/circumstances), if known: \_\_\_\_\_

\_\_\_\_\_

CN # \_\_\_\_\_

Name/Phone number for officer dropping off:

\_\_\_\_\_

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*The City That Soars!*

## REQUEST FOR COUNCIL ACTION

<b>Meeting Date</b>	February 28, 2018
<b>Agenda Item</b>	Consent F4
<b>Attachment</b>	N/A
<b>Submitted By</b>	Sack Thongvanh, City Administrator

<b>Item</b>	Fire Department – Training Officer
<b>Description</b>	This is part of a cleaning effort by Administration for compensation that may not have been formally approved or authorized by the City Council. The City Administrator will continue to review and provide recommendations to the Mayor and City Council.
<b>Budget Impact</b>	Part of the current pay for the fourth captain will be used to pay for this appointment.
<b>Attachment(s)</b>	N/A
<b>Action(s) Requested</b>	Staff would recommend authorizing the City Administrator to appoint the Fire Department Training Officer and authorize the City Administrator to determine compensation not to exceed \$100 a month.

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## REQUEST FOR COUNCIL ACTION

<b>Meeting Date</b>	February 28, 2018
<b>Agenda Item</b>	Consent F5
<b>Attachment</b>	Quotes and Specifications
<b>Submitted By</b>	Sack Thongvanh, City Administrator

<b>Item</b>	Warning Siren
<b>Description</b>	Ramsey County will be upgrade the warning siren notification system for the County. The City's current system will no longer work on the County's system after they have completed their installation. The City's current system can not be repaired due to the aging hardware.
<b>Budget Impact</b>	The funds are available in the Capital Fund allocated for this upgrade and replacement.
<b>Attachment(s)</b>	<ul style="list-style-type: none"> <li>· Warning Siren Quote</li> <li>· Controller Specifications</li> <li>· Siren Specifications</li> </ul>
<b>Action(s) Requested</b>	Staff recommends approval of quote from Federal Signal Corporation and authorize the City Administrator to expense not to exceed \$30,000.

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**QUOTATION**  
**FEDERAL SIGNAL CORPORATION**  
**Federal Warning Systems**

Quotation No.: FWS **32117927**  
 Reference quote no. on your order

Name City of Falcon Heights  
 Co. Name Dan Johnson Powers  
 Address \_\_\_\_\_  
 City, State, Zip \_\_\_\_\_  
 Phone No. 612-672-4000  
 Fax No. dan.johnson-powers@falconheights.org



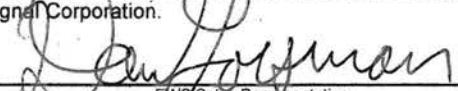
Date 3/21/2017  
 Reference AC/DC Siren

<b>CUSTOMER COPY</b> <b>SALESPERSON COPY</b> <b>OFFICE COPY</b>
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Item No.	Qty.	Federal Model/Part No.	Description	Net Cost Each	Total Cost
1	1	508	128 db Low Frequency Mechanical Siren		
2	1	DCFCTBDH	2-Way Digital DC Control/Battery Cabinet		
3			(2) 48VDC Contactors/Charger/2-Way VHF		
4			Radio/Sensors/NEMA Aluminum Cabinets		
5	1	2001TRBP	Transformer/Rectifier for AC/DC Operation		
6	1	OMNI	3 db Gain Omnidirectional Antenna		
7	1	AMB-P	Antenna Mounting Bracket		
8	1	MISC.	Shipping from Factory		
9	1	TOTAL	Equipment & Shipping		<b>\$14,950.00</b>
10					
11					
12			<b>OPTIONS</b>		
13	1	HTR4	4 Battery Warming Blankets		\$280.00
14	1	TK-I-2001ADCZ2	Installation on Class 2 Wood Pole with 4		\$6,360.00
15			Deep Cycle Batteries		
16	1	TKSSITEOPTCU	System Optimization – Adding RTU to		\$350.00
17			Ramsey County Commander Base		
18					
19			<i>*Customer Responsible for bringing power to</i>		
20			<i>siren site and making final power hookup</i>		

Prices are firm for 30 days from the date of quotation unless shown otherwise. Upon acceptance, prices are firm for \_\_\_\_\_ (days / months). This quotation is expressly subject to acceptance by Buyer of all Terms stated on the reverse side hereof, and any exception to or modification of such Terms shall not be binding on Seller unless expressly accepted in writing by an authorized agent or Officer of Seller. Any order submitted to Seller on the basis set forth above, in whole or in part, shall constitute an acceptance by Buyer of the Terms on this and the reverse side hereof. Any such order shall be subject to acceptance by Seller in its discretion. If the total price for the items set forth above exceeds \$50,000 then this quotation IS ONLY VALID if countersigned below by a Regional Manager of the Signal Division, Federal Signal Corporation.

F.O.B. University Park, IL  
 EST. DEL. WT. \_\_\_\_\_  
 DELIVERY 6 – 8 Weeks (ARO)  
 TERMS Equipment: Net 30 Days Upon Shipment  
Services: Net 30 Days Billed Monthly Upon Completion  
 FREIGHT TERMS See Line Item Above

BY:   
FWS Sales Representative  
 ADDRESS: Federal Warning Systems, Inc.  
1708 3<sup>rd</sup> Avenue SE  
Rochester, MN 55904  
 BY: \_\_\_\_\_  
Federal Signal / Countersigned  
 TITLE: \_\_\_\_\_

Purchase order **MUST** be made out to:  
 Federal Signal Corporation, Federal Warning Systems, 2645 Federal Signal Drive, University Park, IL 60484

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# DCFCTBD DC Two-Way Digital Controller

## Features

- **Two-way siren controller for 48VDC sirens**
- **Two-way radio control and status monitoring**
- **AFSK two-way signaling format**
- **Simultaneous single-tone, two-tone sequential, and DTMF, EAS, and POCSAG decoding.**
- **Push buttons for local activation**
- **UL Listed for general signaling**



The Federal Signal DCFCTBD is a two-way digital, battery-operated status monitoring siren controller for use with the Federal Signal 2001-130 siren and Eclipse siren series. The controller interfaces with an off-the-shelf two-way radio transceiver and communicates to the base control via AFSK signaling. In addition to AFSK, the controllers will simultaneously decode any combination of single-tone, two-tone sequential, DTMF, POCSAG and EAS formats for activation. This makes the two-way controller compatible with virtually any existing siren control system.

All DCFCTBD models come equipped with four independent relay outputs that can be programmed to activate with various codes. There are four landline inputs and four local push buttons for activation, plus reset. Activation codes, relay timing, and optional warning sounds are programmed into the unit through a standard RS232 serial port or over-the-air from the central control point.

The DCFCTBD offers six user programmable functions in addition to the five pre-set functions: arm, disarm, report, growl test and master reset. The controller includes the necessary sensors and wiring to supply information on the following areas of operation: AC power status, communications status, low battery status, intrusion, siren activation, current intrusion, siren rotation and local activation.

# DCFCTBD DC Two-Way Digital Controller

## Specifications

Electrical	
AC supply voltage	120 VAC @ 4.0 Amps
Current Draw	+/- 10%, 50/60 Hz, maximum standby current
Power Supply	6A @ 13.3VDC
Battery Backup	48VDC
Current Draw	< .2 Amps in standby
Serial Ports	
Serial Port Protocol	RS232C 1200, N, 8, 1
Transceiver	
Programmable Frequency	Power Out and Private Line options. For further details consult the Motorola® product Manual.
Signaling Format	
AFSK	1200 baud, MSK (Minimum Shift Key) modem type Useable decode sensitivity: 12dB SINAD (min.)
DTMF	3-12 standard DTMF characters
Two-Tone Sequential	
Frequency Range	282 Hz - 3000 Hz (non-CTCSS) 400 Hz - 3000 Hz (CTCSS)
Tone Timing	.5 sec - .25 sec min., 8 sec max
Intertone Gap	400ms (maximum)
Tone Accuracy	+/- 1.5%
Tone Spacing	5.0% preferred, 3% min.
Single Tone	
Frequency Range	282 Hz - 3000 Hz
Tone Timing	0.5 sec. - 8 sec maximum
Tone Accuracy	+/- 1.5%
Tone Spacing	5.0% preferred, 3% min.
EAS	Supports standard EAS codes and wildcards
POCSAG	Supports binary AFSK 512 Baud numeric messages.
Relay Outputs	
4 relay outputs	SPST
Contact Rating	(4 relays standard) 5A @ 28VDC – 5A @ 240VAC
Audio Output	
Output Voltage	>2V Peak to Peak
Maximum Load	8 Ohms
Total Harmonic Distortion	<10% @ 1kHz Sinewave
Environmental	
Operating Temperature	-30°C to 65°C

Controller Dimensions (with battery cabinet)	
HxWxD	62.5" x 23.5" x 16.94" 1588mm x 597mm x 430mm NEMA 4X Rated

Battery Cabinet Dimensions	
HxWxD	18" x 28" x 15.19" 457mm x 711mm x 386mm Vented NEMA 4X Rated

Shipping Weight	
Approx. Shipping Weight	300 lbs. (136.36 kg)
Actual Weight	234 lbs. (106.3 kg)

2001TR: AC Primary Operation	
Operating Voltage	208/220/240 VAC single phase
Current Requirements	30 Amps (approx.)
Dimensions	23"x11"x10" (584mm x 279mm x 254mm)
Product Weight	150 lbs. (68.2 kg)

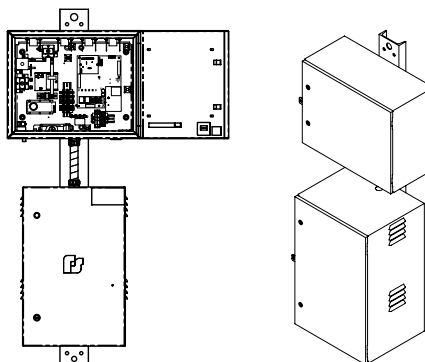
Order information	
DCFCTBD <sup>1,2</sup>	Two-way Federal Controller
DCFCTBDH <sup>1,2</sup>	Two-way Federal Controller, high band 136-174 MHz
DCFCTBDU <sup>1,2</sup>	Two-way Federal Controller, UHF band 403-470 MHz
DCFCTBD-IP <sup>1,3</sup>	IP-enabled two-way electro-mechanical controller

Options	
FSPWARE	Federal Programming Software (Non-Digital Applications)
SFCDWARE	Federal Commander Digital Software (See literature for details)
Q-DC-IP <sup>1,3</sup>	Retrofit kit to upgrade existing controller to IP
ES-PROG-DTMF	Two-Way DTMF Programming

<sup>1</sup> For use with 2001-130 and Eclipse siren series.

<sup>2</sup> Antenna and cable are not included with radio activation control and must be ordered separately.

<sup>3</sup> Broadband radio and Codespear software sold separately.



# 508 Siren

## Features

- 500 Hz, 128 dB(C) output
- Directional, rotating siren for maximum coverage
- Three distinct warning signals
- Full battery operation or battery back-up
- Maintenance-free sealed bearing motors
- Weather-resistant coating
- Ideal for outdoor warning
- 5-year limited warranty



Federal Signal's 508 siren is a high power, rotating, uni-directional, 500 Hz outdoor warning siren that offers an anechoic chamber-certified signal strength of 128 dB(C). The high-decibel output provides maximum coverage with minimum installation cost. Radio activation can further minimize installation costs by eliminating the need for leased dedicated control lines.

The siren rotates at 3 RPM and can produce three distinct warning signals: steady, wail and fast wail. Federal Signal's 508 siren will supply a minimum of 15 minutes of full power output from its batteries after AC power loss. The siren controls are available with battery operation, AC operation, and AC operation with battery back-up, one-way and two-way radio control, wired or wireless ethernet, satellite/cellular or landline.

Ideally suited to provide warning for hazardous weather conditions, fires, floods, chemical spills and other types of emergencies, the 508 siren is an excellent choice to protect any community.



*Advancing security and well being.*

# 508 Siren

## Specifications

### Power Requirements<sup>1</sup>

Siren Motor	48V (DC or full wave rectified AC) 115A (nom.)
Rotator Motor	48V (DC or full wave rectified AC) 1A (nom.)

### Effective Range<sup>2</sup>

70 dB Coverage	7300 ft.
60 dB Coverage	14,700 ft.

### Wiring

Siren Motor	2 AWG, 2 wire
Rotator Motor	12 AWG, 1 wire

### Motor Type

Siren	Series wound DC 7 Hp
Rotator	Permanent magnet DC 1/8 Hp

### Signal Information<sup>3</sup>

Signal	Frequency Range	Sweep Rate
Steady	500 Hz	N.A.
Wail	180-500 Hz	10 sec.
Fast Wail	300-500 Hz	3.5 sec.
Signal Duration	3 min. std. (programmable)	
Signal Output (SPL)	128 dB(C) +/- 1 dB(C) at 100' (30.5 m)	
Rotation	3 RPM	

### Dimensions

Height x Width x Depth	70.1" x 53.4" x 43.1"
	1780.5mm x 1356.4mm x 1094.7mm

### Weight

Shipping Weight	500 lbs. (216 kg)
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### Environmental<sup>4</sup>

Operating Temperature	-30°C to +60°C
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### Ordering Information

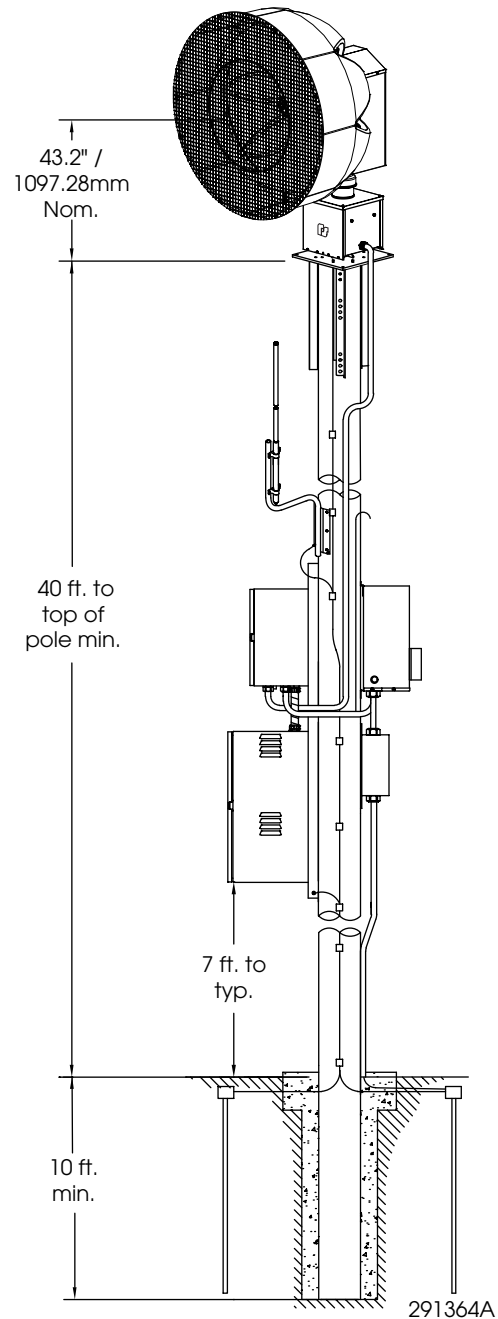
508	Rotating electro-mechanical Siren 128 dB(C) +/- 1dB(C),48VDC, pole mount included
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<sup>1</sup> Power requirements refer to the power supplied by the batteries or optional AC with battery backup.

<sup>2</sup> Radius from siren location; actual performance is subject to site-specific factors.

<sup>3</sup> Frequency is approximate and can vary depending on voltage.

<sup>4</sup> The siren can operate throughout this temperature range provided that battery temperature is maintained at 18° C or higher.



Typical Pole-mounted Installation



*The City That Soars!*

## REQUEST FOR COUNCIL ACTION

<b>Meeting Date</b>	February 28, 2018
<b>Agenda Item</b>	Consent F6
<b>Attachment</b>	Resolution & Application
<b>Submitted By</b>	Tim Sandvik, CEC - Staff Liaison

<b>Item</b>	Appointment of Hibo Ali to the Community Engagement Commission
<b>Description</b>	City Staff and Commission Chair interviewed Hibo Ali. Ms. Ali was forwarded to Mayor Lindstrom for final recommendation to the City Council.
<b>Budget Impact</b>	N/A
<b>Attachment(s)</b>	<ul style="list-style-type: none"> <li>· Resolution 18-09 Appointment of Hibo Ali to the Community Engagement Commission</li> </ul>
<b>Action(s) Requested</b>	Staff would recommend approval of attached resolution appointing Hibo Ali to the Community Engagement Commission.

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**CITY OF FALCON HEIGHTS  
COUNCIL RESOLUTION**

February 28, 2018

No. 18-29

-----  
RESOLUTION APPOINTING HIBO ALI TO THE COMMUNITY ENGAGEMENT COMMISSION

WHEREAS, the City Council consolidated the Human Rights Commission with the Neighborhood Commission to establish the Community Engagement Commission in 2015;

WHEREAS, The community engagement commission shall serve in an advisory capacity to the city council regarding the effective, meaningful and equal involvement of Falcon Heights residents in their community. The commission will identify opportunities to collaborate with community, educational, business and social services groups and organizations; identify ways to improve the city’s public participation, identify under-represented groups, remove any barriers, and engage and promote increased participation for all residents, businesses, community and neighborhood organizations; review and recommend ways to improve the city’s communications efforts so as to facilitate effective two-way communication between the city and all residents, businesses, community and neighborhood organizations; review and recommend ways to help improve resident emergency preparedness and crime prevention programs.

The commission shall review complaints of alleged human rights violations occurring within the city and secure equal opportunity for all residents of the city regarding public services, public accommodations, housing, employment and education.

WHEREAS, City Staff, Commission Chair and the Mayor has interviewed Hibo Ali and recommends appointment to the Falcon Heights Community Engagement Commission.

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

1. That the appointment is approved and adopted by the City Council of the City of Falcon Heights.

Moved by:

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

Peter Lindstrom  
Mayor

LINDSTROM            \_\_\_    In Favor  
GUSTAFSON  
BROWN THUNDER    \_\_\_    Against  
MELANIE LEEHY  
MARK MIAZGA

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

Sack Thongvanh  
City Administrator