



2. MnDOT Lighting for Snelling and Roselawn
3. Professional Service Agreement for Fire Service Administrative Direction and Command Services from the City of Roseville

H. INFORMATION/ ANNOUNCEMENTS:

I. COMMUNITY FORUM:

*Please limit comments to 3 minutes per person. Items brought before the Council will be referred for consideration. Council may ask questions for clarification, but no council action or discussion will be held on these items.*

J. ADJOURNMENT:



**The City That Soars!**

## REQUEST FOR COUNCIL ACTION

<b>Meeting Date</b>	December 11, 2019
<b>Agenda Item</b>	Presentation C1
<b>Attachment</b>	Oath of Office
<b>Submitted By</b>	Sack Thongvanh, City Administrator

<b>Item</b>	Appointment of Yakasah Wehyee to the Vacant City Council Seat and Oath of Office Ceremony
<b>Description</b>	<p>On March 6, 2019, Mayor Peter Lindstrom submitted a letter of resignation due to his appointment by Governor Tim Walz to the Metropolitan Council. Mayor Peter Lindstrom was appointed to the City Council on January 5<sup>th</sup>, 2000. Mayor Peter Lindstrom took his Oath of Office as Mayor on January 9, 2008, given by his father John Lindstrom.</p> <p>On March 27<sup>th</sup>, 2019, due to the short remaining term for the Mayor seat, the City Council decided to appoint Council Member Randy Gustafson as the Mayor. The Council also decided to delay the appointment of Council Member Randy Gustafson until after the 2019 November election and appoint the candidate that received the most vote.</p>
<b>Budget Impact</b>	N/A
<b>Attachment(s)</b>	<ul style="list-style-type: none"> <li>• Oath of Office - Yakasah Wehyee</li> </ul>
<b>Action(s) Requested</b>	Motion to approve appointing Yakasah Wehyee to the vacant City Council seat and administer the Oath of Office.

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CITY OF  
**FALCON HEIGHTS**

2077 W. Larpentour Avenue  
Falcon Heights, MN 55113-5594

email: [mail@falconheights.org](mailto:mail@falconheights.org)  
website: [www.falconheights.org](http://www.falconheights.org)

*The City That Soars!*

Phone - (651) 792-7600  
Fax - (651) 792-7610

**Oath of Office**

“I, Yakasah Wehyee, do solemnly affirm to support the Constitution of the United States, the Constitution of the State of Minnesota, and to discharge faithfully the duties of the office of City Council Member of the City of Falcon Heights, Minnesota, to the best of my judgement and ability, and this I do under the penalties of perjury.”

\_\_\_\_\_  
Yakasah Wehyee, Council Member

ATTEST: \_\_\_\_\_  
Sack Thongvanh, City Administrator

December 11, 2019

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

AGENDA  
November 13, 2019 at 7:00 P.M.

A. CALL TO ORDER:

B. ROLL CALL: Vacant \_\_\_ LEEHY\_X\_ HARRIS\_X\_  
MIAZGA\_X\_ GUSTAFSON\_X\_

STAFF PRESENT: THONGVANH\_X\_

C. PRESENTATION

D. APPROVAL OF MINUTES:

1. October 23, 2019 City Council Meeting Minutes

Approved, 4-0

2. November 6, 2019 City Council Workshop Meeting Minutes

Council Member Leehy sent corrections to City Administrator Thongvanh.

Approved, 4-0

E. PUBLIC HEARINGS:

1. Proposal for a Housing Finance Program and the Issuance of Multifamily Housing Revenue Bonds to Finance a Multifamily Housing Development

City Administrator Thongvanh

The City Council previously approved the submission of an application for volume cap allocation, which was made to Minnesota Management and Budget (“MMB”) earlier this summer. A partial allocation of \$3,622,377 (out of the \$40,000,000 requested) was received in early August, requiring closing on the Bonds by no later than December 3rd. The budget impact is to collect ¼ of 1% for the issuance of the bond. These bonds will be used for renovations at the Amber Union site.

Daniel Burns, Attorney - Biggs and Morgan

Buhl Investors is requesting the city to issue a conduit revenue note to help assist in the financing due to the process and allocation of bonding. They received a portion and will try it again in 2020. In 2020, there are a few changes to the process and will be back for additional allocation. It will need to be approved by the state and issued again. In addition, the conduit revenue note states that it will be held by the bank and the principal payments and interest payments will be paid solely by the borrower. No holder of the note shall have a right to compel the city to exercise its taxing power for the repayment of the principal urge to the note. The note also includes that it will not affect the city’s credit in any shape.

Mayor Gustafson asked if the city would need to hold another public hearing that will meet the obligations for the next levels of the bond. Mr. Burns stated that it depends on the timing and will review the previous resolutions for the limit. If it does not exceed the limit then the city does not have to hold a public hearing. City Administrator Thongvanh clarified that the housing finance program would not exceed \$40 million. In addition to the changes for 2020, they will start looking at total projects and not allocations.

Council Member Harris Moved, Approved 4-0

F. CONSENT AGENDA:

1. General Disbursements through: 11/04/19 \$140,831.31  
Payroll through 10/31/19 \$18,046.65
2. Approval of City License(s)
3. Amber Union DEED Grant - Authorizing Grant Application
4. Appointment of Ryan Carlson to the Falcon Heights Fire Department
5. Appointment of Fabio Vannucci to the Falcon Heights Fire Department

Ryan Carlson

My wife and I moved to Minnesota a couple of months ago. I was looking for ways to be involved in the community, get to know the neighborhood, volunteer and give back. The first thing I did was join the Parks and Recreation Commission and secondly the fire department. I am excited and passionate to help build a better community.

Fabio Vannucci

My family and I moved to Falcon Heights in April 2016. We have been working abroad, and when we moved back I was looking for ways to give back to the community. I found that the fire department was a good way to give back and am excited to be part of it.

Mayor Gustafson Moved, Approved 4-0

G: POLICY ITEMS:

1. Canvassing Election Results

Mayor Gustafson reads the November 5, 2019 Ramsey County election results.

Mayor

Dave Thomas - 31.9%

Randy Gustafson - 67.6%

Write In - .004%

Council Member

Yakasah Wehyee - 44.4%

Adam Sychia - 11.5%

Kay Andrews - 43.2%

Write In - .009%



Yakasah Wehyee

I am thrilled to be elected and serve this amazing community. I will be starting in December and finish Mr. Gustafson’s council term.

Council Member Leehy Moved, Approved 4-0

2. Consider Organics Recycling Coordination with Ramsey County

City Administrator Thongvanh

The city was approached by Ramsey County, and they are currently exploring ways to expand organics recycling for residential use. State law requires metro counties to achieve a 75% recycling goal by 2030, and estimates show that approximately 25% of waste streams include food waste.

Ramsey County would oversee construction, signage, and ongoing maintenance of the site. Hauling of the organics would be coordinated by the county. The city would be responsible for snow removal and making sure access to the site is maintained. Additionally, the city has \$1,225 to use for promotion or other costs associated with the collection site through the SCORE grant.

City Council voted to place the collection site at City Hall.

Council Member Miazga Moved, Approved 4-0

3. Consider Parking Regulation on Prior Avenue

City Administrator Thongvanh

Prior staff authorized the signs between Maple Ct and the Garden Ave walkway; however, there are no permits. We believed the signs were installed to prevent student parking and only for business use. Staff recommends adopting the permitted parking signs and residents and businesses must purchase permits in city hall.

Council Member Harris Moved, Approved 4-0

H. INFORMATION/ANNOUNCEMENTS:

Council Member Miazga

- Environment Commission did not meet this month because of Veteran’s Day.
- NYFS is having a strategic planning session this month. They are going through some transitions.
- The bonding proposal for the Community Park is still under review. Unfortunately, the committee will not tour our park this week as a part of their Twin Cities review. I did get a short interview with the Park Bugle about it, and it should be in December’s paper. Please contact your representatives, districts and bonding commission because we need to be in the top 20% to get the bonding.

Council Member Leehy

- No updates but I want to extend my gratitude to veterans and families of veterans. Thank you for your service to our country. I also want to wish a Happy Thanksgiving to our community.

Council Member Harris

- I also do not have any city updates but would like to thank our veterans for their service and Happy Thanksgiving to everyone.

Mayor Gustafson

- Community Engagement Commission will not meet in November
- Cultivating a Caring Community - “Gray Area Thinking” with Ellie Krug is on Monday, November 18, at 6pm at the city hall. I highly recommend everyone attend the event.
- Human Rights Day is on Tuesday, December 10, 6:30pm at city hall. This year’s theme will focus on Food Security and Child Hunger. We have speakers from the Minnesota Department of Human Services, St. Paul Public Schools, Mid-Minnesota Legal Aid, and the Sheridan Story. There will be activities for schoolchildren while parents are in the chambers.
- I want to thank everyone who participated and attended Fright Farm the last 23 seasons. We learned that this year’s Fright Farm would be the last one. Ramsey County Public Works and Property and Maintenance management have declared that the barn is unsafe to hold events. They raised \$100,000 this year, and it goes towards the Sheriff’s Foundation, which provides youth and community programs. They will also explore new ways to raise money that cannot come out of the regular budget of operations.

City Administrator Thongvanh

- Public Works has been street sweeping and we try to send out a 24 hours’ notice to residents.
- The city will continue to provide helpful tips for the holiday on Weekly E-News. These tips are coming from Ramsey County Sheriff's Office.
- We are still looking for ice rink attendants. If you know anyone who is interested, please apply online or call city hall.
- No parking on city streets after two inches of snowfall until the streets is cleared curb to curb. We do not declare a snow emergency.

I. COMMUNITY FORUM:

J. ADJOURNMENT: 7:55 P.M.

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Randy Gustafson, Mayor

Dated this 11th day of December, 2019

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Sack Thongvanh, City Administrator



**The City That Soars!**

## REQUEST FOR COUNCIL ACTION

<b>Meeting Date</b>	December 11, 2019
<b>Agenda Item</b>	Public Hearing E1
<b>Attachment</b>	Resolutions(s)
<b>Submitted By</b>	Sack Thongvanh, City Administrator

<b>Item</b>	2020 Truth in Taxation Hearing to Adopt 2020 Tax Levy and Budget																																	
<b>Description</b>	<p>Each year the City Council is required to adopt a budget and tax levy to fund City operations. This action must be completed before the end of the year, and the adopted levy is then provided to Ramsey County so they can produce property tax statements for each parcel in the County. On September 25th, the City Council adopted a preliminary levy and established December 11th as the date at which the public would be given an opportunity to address the Council about the proposed budget and tax levy.</p> <p>Before the Council, are a proposed property tax levy of \$2,137,524 and a General Fund Budget of \$2,857,675. The levy and budget with a comparison to previous years is detailed below:</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-bottom: 10px;"> <thead> <tr> <th style="width: 20%;"></th> <th style="width: 20%;">2018 Levy</th> <th style="width: 20%;">2019 Levy</th> <th style="width: 20%;">Proposed 2020 Levy</th> <th style="width: 20%;">% Increase (Decrease)/ 2019 to 2020</th> </tr> </thead> <tbody> <tr> <td>Ad Valorem</td> <td style="text-align: right;">\$1,487,059</td> <td style="text-align: right;">\$1,747,260</td> <td style="text-align: right;">\$1,909,536</td> <td style="text-align: right;">9.3%</td> </tr> <tr> <td>Debt Service</td> <td style="text-align: right;">\$98,330</td> <td style="text-align: right;">\$233,658</td> <td style="text-align: right;">\$227,988</td> <td style="text-align: right;">-2.4%</td> </tr> <tr> <td><b>Total</b></td> <td style="text-align: right;"><b>\$1,585,389</b></td> <td style="text-align: right;"><b>\$1,980,918</b></td> <td style="text-align: right;"><b>\$2,137,524</b></td> <td style="text-align: right;"><b>7.9%</b></td> </tr> </tbody> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 20%;"></th> <th style="width: 20%;">2018 General Fund Budget</th> <th style="width: 20%;">2019 General Fund Budget</th> <th style="width: 20%;">Proposed 2020 General Fund Budget</th> <th style="width: 20%;">% Increase 2019 to 2020</th> </tr> </thead> <tbody> <tr> <td></td> <td style="text-align: right;">\$2,405,810</td> <td style="text-align: right;">\$2,668,698</td> <td style="text-align: right;">\$2,857,675</td> <td style="text-align: right;">7.1%</td> </tr> </tbody> </table> <p>The impact of this proposed levy on a median valued home, which in 2019 is assessed at \$293,521 (8.0% increase over 2018), is estimated to result in an increase of \$67, in the City portion of the homeowner's taxes.</p>					2018 Levy	2019 Levy	Proposed 2020 Levy	% Increase (Decrease)/ 2019 to 2020	Ad Valorem	\$1,487,059	\$1,747,260	\$1,909,536	9.3%	Debt Service	\$98,330	\$233,658	\$227,988	-2.4%	<b>Total</b>	<b>\$1,585,389</b>	<b>\$1,980,918</b>	<b>\$2,137,524</b>	<b>7.9%</b>		2018 General Fund Budget	2019 General Fund Budget	Proposed 2020 General Fund Budget	% Increase 2019 to 2020		\$2,405,810	\$2,668,698	\$2,857,675	7.1%
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	\$2,405,810	\$2,668,698	\$2,857,675	7.1%																														

	<p>A full presentation with more details will be presented at the City Council meeting and will be available on the City’s website. In addition, attached to this report is the budget cover letter which goes into more detail about specific budget line items, factors influencing the proposed budget, and historical information.</p>
<b>Budget Impact</b>	<p>This budget preserves the core functions of the City’s current operations.</p>
<b>Attachment(s)</b>	<ul style="list-style-type: none"> <li>• Resolutions 19-43 Approving 2020 Tax Levy</li> <li>• Resolution 19-44 Approving 2020 City Budget</li> </ul> <p>Due to the size and cost of printing the 2020 Budget, the document is available on the City’s website and at City Hall.</p> <p>2020 Budget: <a href="https://www.falconheights.org/vertical/Sites/%7BA88B3088-FA03-4D5D-9D04-CCC9EF496399%7D/uploads/2020_Budget.pdf">https://www.falconheights.org/vertical/Sites/%7BA88B3088-FA03-4D5D-9D04-CCC9EF496399%7D/uploads/2020_Budget.pdf</a></p>
<b>Action(s) Requested</b>	<p>Staff recommends that the Falcon Heights City Council hold a public hearing and receive comment. Once the hearing is closed, staff recommends that the City Council adopt attached resolutions regarding the 2020 Tax Levy and regarding the 2020 City of Falcon Heights Budget.</p>



# 2020 Truth and Taxation Hearing

Sack Thongvanh, City Administrator  
Roland Olson, Finance Director



# Factors That Affect Taxes

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

Changes in the market value of your property

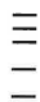
Legislative changes

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

# Ramsey County Tax Statement



80 Plato Blvd West • Saint Paul, MN  
651-266-2050 • Ask Property Tax and Records at ramseycounty.us  
ramseycounty.us/property



PIN/Property Address/Abreviated Tax Description

Property address

CURRENT STEP



The time to provide feedback on proposed levies is now. The only way to appeal your value at this time is by going to tax court. Please see insert for more information.

Proposed 2020 162923440036

## 2020 Proposed Property Tax

This is NOT a bill. DO NOT PAY!

Valuation and classification			
	2019	2020	
Tax Payable Year			
Estimated Market Value	\$214,100	\$231,100	
Green Acres Value	0	0	
Plot Dependent	0	0	
This Old House Exclusion	0	0	
Disabled Vets Value	0	0	
Exclusion			
Homestead Market Value	17,600	18,100	
Exclusion			
Taxable Market Value	\$196,500	\$215,000	
Property Classification	Res/Hot	Res/Hot	

### Proposed Tax Notice

Property Taxes after credit	\$1,224.00
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Step 3

### Property Tax Statement

Coming March 2020

### PROPOSED PROPERTY TAXES AND MEETINGS BY JURISDICTION FOR YOUR PROPERTY

Contact Information	Column 1 2019 Tax - Actual	Column 2 2020 Tax - Proposed	Tax and Budget Meetings and Locations
Ramsey County	653.70	1,030.98	November 25, 2019 at 6:30 p.m.
Regional Railroad Authority	78.37	84.91	Ramsey County Library - Maplewood 3025 Southlawn Drive Maplewood, MN 55109
County Library Ramsey County 15 W Kellogg Blvd, Suite 250 Saint Paul, MN 55102 651-266-2222	64.79	90.56	
Falcon Heights	734.04	783.81	December 11, 2019 at 7:30 PM Falcon Heights City Hall 2077 Larpentour Ave W Falcon Heights, MN 55113
State General Tax	0.00	0.00	No Meeting Required
ISD #623 ISD 623 1251 County Road B2 W Roseville, MN 55113 (651) 835-1800			December 17, 2019 at 6:00 PM District Service Center 1251 County Road B2 W Roseville, MN 55113
a. Voter approved levies	623.08	550.24	
b. Other local levies	481.91	569.69	
Metropolitan Special Taxing Districts Metropolitan Council 350 Robert St. N. Saint Paul, MN 55101 651-602-1738	49.52	51.58	December 11, 2019 at 6 p.m. Council Chambers 389 Robert St. N. Saint Paul, MN 55101
Other special taxing districts	50.59	63.13	No Meeting Required
Tax Increment	0.00	0.00	No Meeting Required
Fiscal disparity	0.00	0.00	No Meeting Required
<b>Total Tax excluding special assessments</b>	<b>\$1,854.00</b>	<b>\$3,224.00</b>	
Percent of Tax Change		73.8%	

Your local units of government have proposed the amount of property taxes that they will need for 2020. Any upcoming referendums, legal judgments, natural disasters, voter approved levy limit increases, or special assessments could change these amounts.

Column 1 above shows your actual 2019 property taxes. Column 2 above shows what your 2020 property taxes will be if your local jurisdictions approve the property tax amounts they are now considering.



Your county commissioners, school board, city council and metropolitan special taxing districts will soon be holding public meetings to discuss their proposed 2020 budgets and proposed 2020 property taxes. The school board will discuss the 2019 budget. You are invited to attend these meetings to share your feedback. The meeting places and times are listed above. Also shown are the addresses and telephone numbers for these local units of government if you have comments or questions concerning the proposed property tax amounts shown on this notice. No meeting is required if your city has a population of less than 500 people. There is also no public hearing on the state general tax.

This is NOT a bill. Do not pay!

For additional information about this notice, visit [ramseycounty.us/property](http://ramseycounty.us/property). Please see the back of this notice for more information on available appeals and programs that may reduce your property tax.

31-12-19-24

89825 3/2





# Market Value Exclusion

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

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

Benefit to properties decreases as values rise

Only applies to homesteaded properties

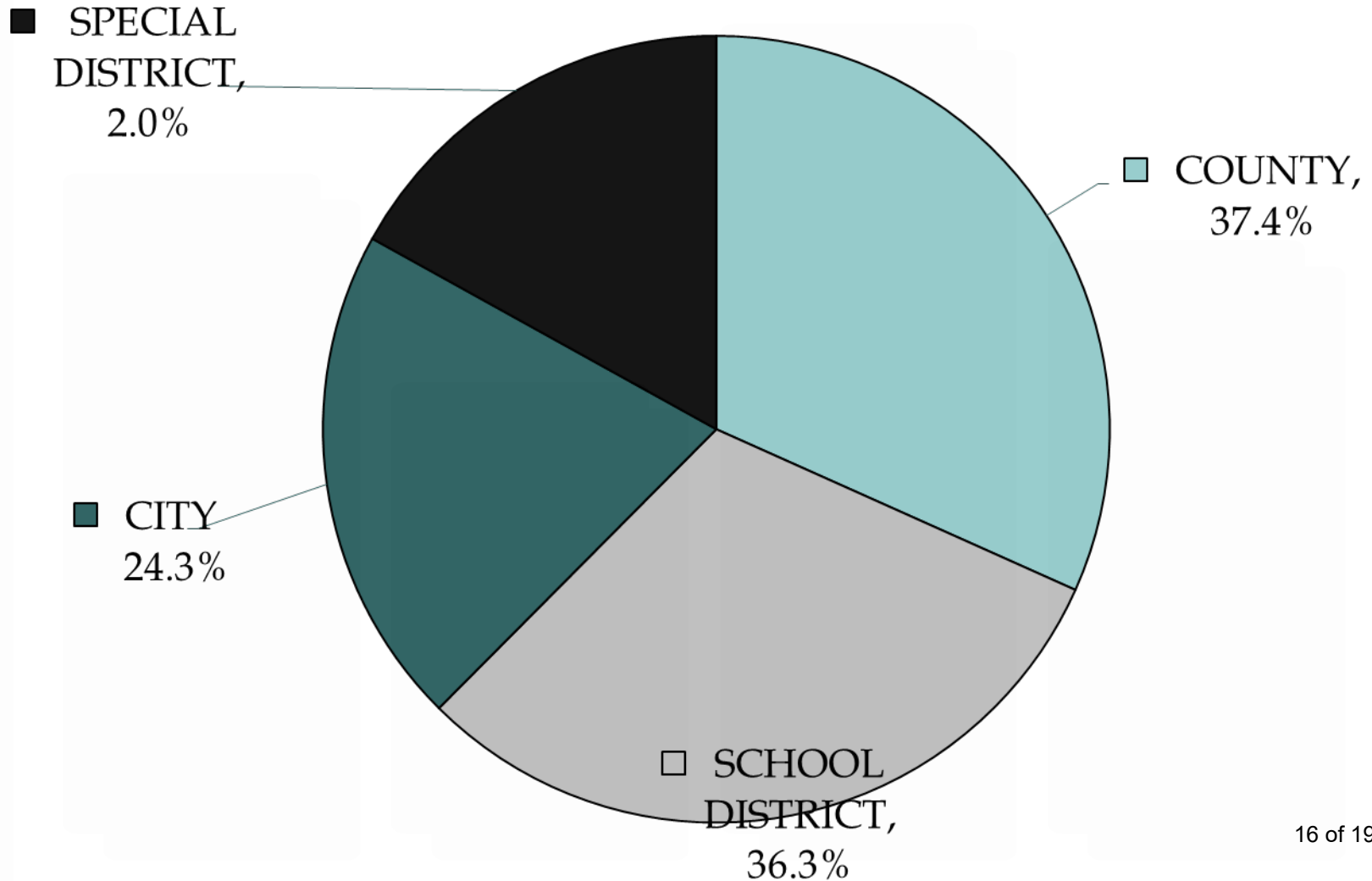


# Ramsey County Median Values

	2019 Median Value	2020 Median Value	% Change
Arden Hills	\$346,900	\$372,400	7.4%
Falcon Heights	<b>\$281,100</b>	<b>\$303,450</b>	<b>8.0%</b>
Gem Lake	\$283,800	\$310,600	9.4%
Lauderdale	\$206,300	\$218,300	5.8%
Little Canada	\$255,800	\$277,800	8.6%
Maplewood	\$222,500	\$245,400	10.2%
Mounds View	\$219,100	\$241,000	10.0%
New Brighton	\$264,500	\$280,650	6.1%
North St. Paul	\$185,200	\$214,300	15.7%
Roseville	\$254,900	\$272,000	6.75
St. Paul	\$186,200	\$199,800	7.3%
Shoreview	\$303,800	\$326,300	7.4%
Vadnais Heights	\$269,400	\$293,200	8.8%
White Bear Lake	\$222,500	\$243,100	9.3%

True 2020 TAXABLE market value of median valued home is \$ 293,521. 15 of 196

# 2020 Property Tax Allocation

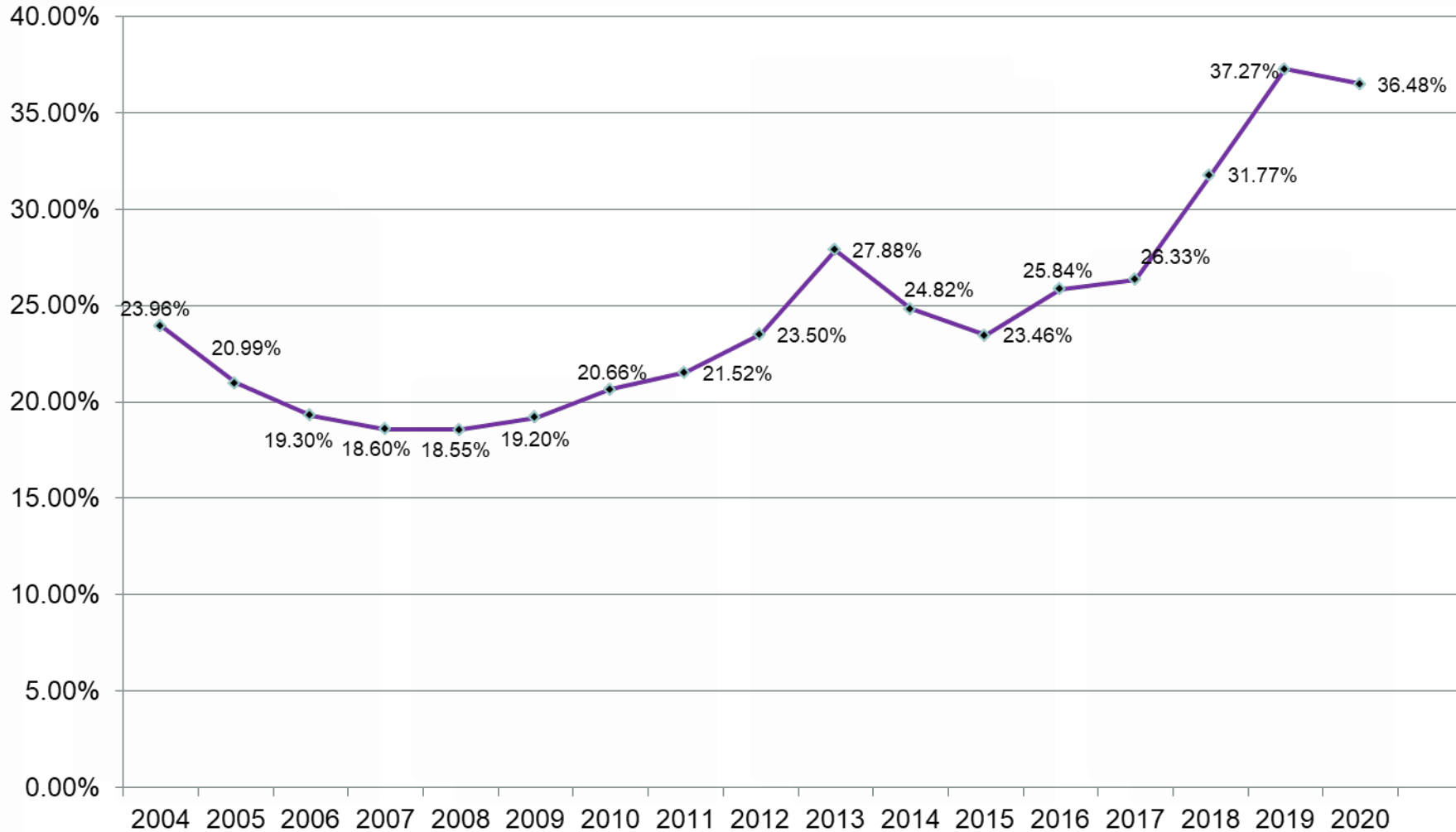




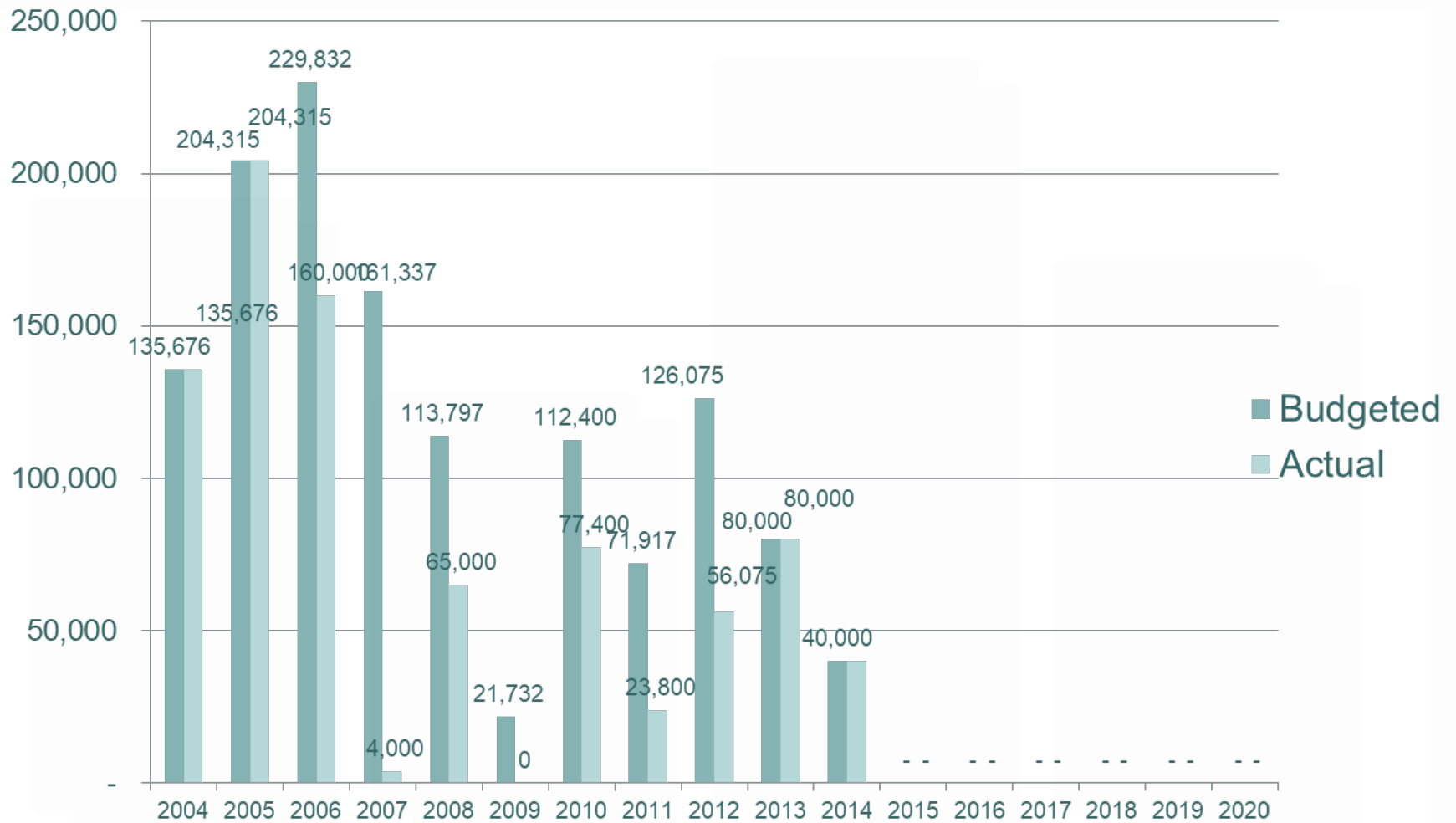
# Ramsey County Tax Rates

City	Proposed 2020 City Tax Rate
St. Paul	59.709%
Maplewood	44.574%
New Brighton	42.472%
North St Paul	40.574%
Roseville	39.105%
Mounds View	36.538%
<b>Falcon Heights</b>	<b>36.457%</b>
Shoreview	32.618%
Lauderdale	29.298%
Little Canada	25.903%
Arden Hills	25.175%
Vadnais Heights	24.501%

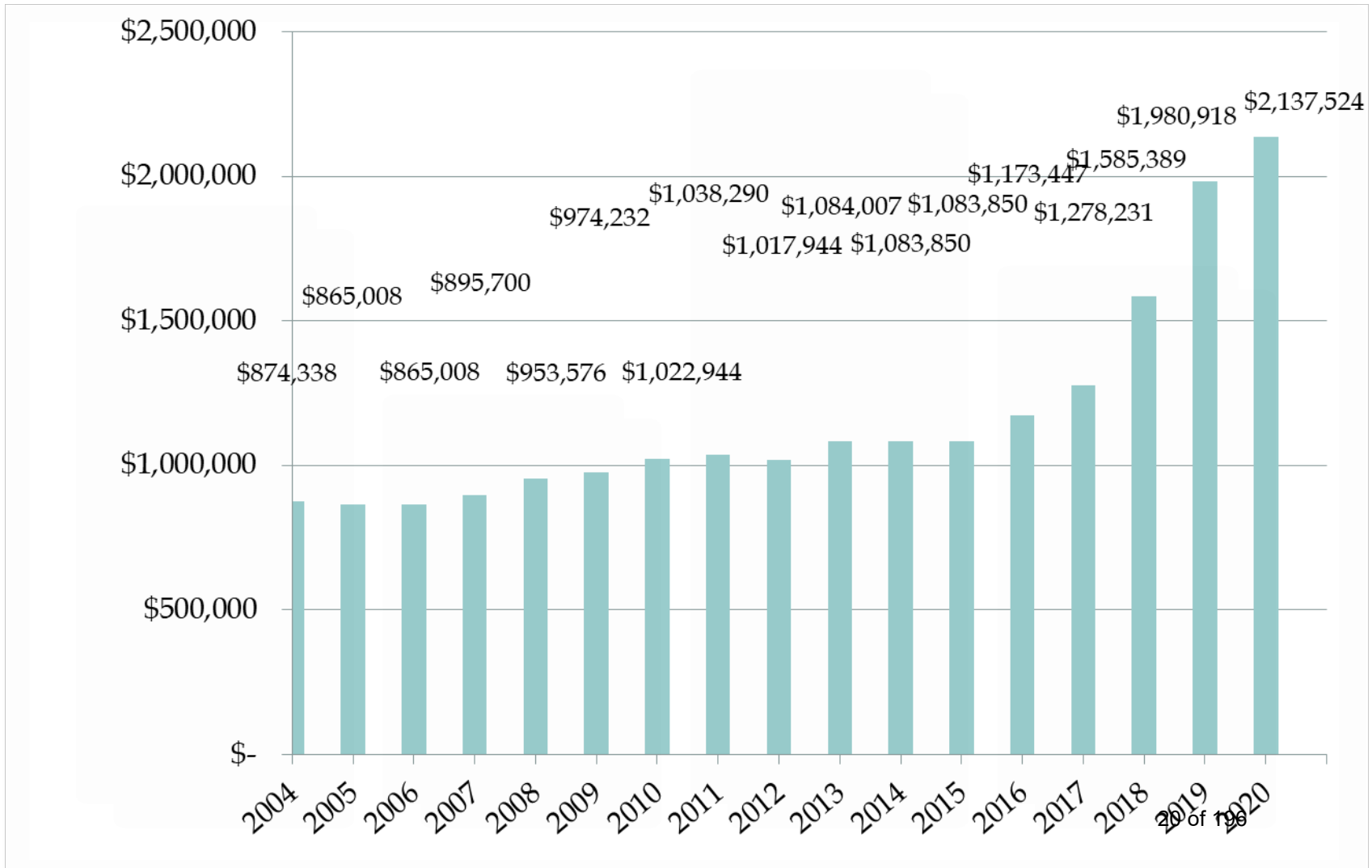
# City Tax Rate History



# History of Transfer of Reserves to General Fund



# History of Property Tax Levy





# History of Property Tax Levy, cont.

Overall levy has increased by \$1,263,186 since 2004 with a **\$329,150** increase for 2018 a **\$395,529** increase for 2019, and a \$156,606 increase for 2020. Primarily due to the increase in police service costs and increases to the debt levy portion due to street projects..

No transfers from Reserves to General Fund operations since 2014. However, in 2017 there was a \$150,000 transfer to lower the debt levy for 2018.

Since 2014 to 2017, the average city portion tax increase on a median value home was \$22 per year. However, for 2018, the increase on a median value home was \$177, for 2019 the increase was \$198, and the increase for 2020 is \$67; primarily due to increased costs of police services and debt service levy increase due to street projects.



# Property Tax Impacts

	Payable 2020	Payable 2019	Payable 2018	Payable 2017	Payable 2016
<b>Median Valued Home</b>	\$303,450	\$281,100	\$266,600	\$252,600	\$247,700
<b>Taxable Median Value after Exclusion</b>	\$293,521	\$269,159	\$253,354	\$238,094	\$232,753
<b>Tax Capacity (1% of value)</b>	2935	2691	2534	2381	2328
<b>City Tax Rate</b>	36.457%	37.271%	31.780%	26.334%	25.840%
<b>City Taxes</b>	1070	1003	805	627	601
<b>Net Change Prior Year</b>	\$67 Increase	\$198 Increase	\$177 Increase	\$26 Increase	

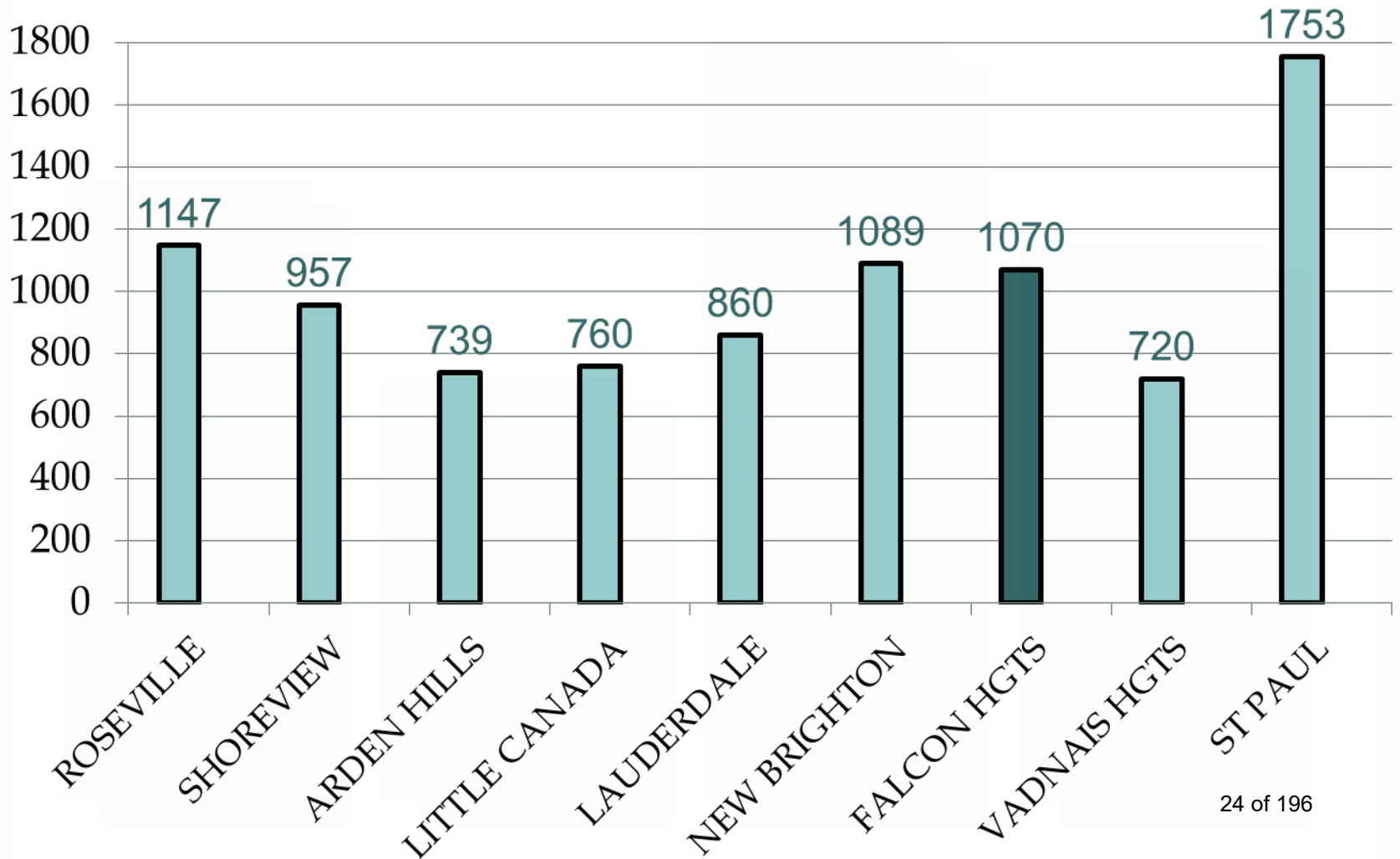
\$468 increase since 2016 for an average of \$117 per year for the last 4 years 22 of 196



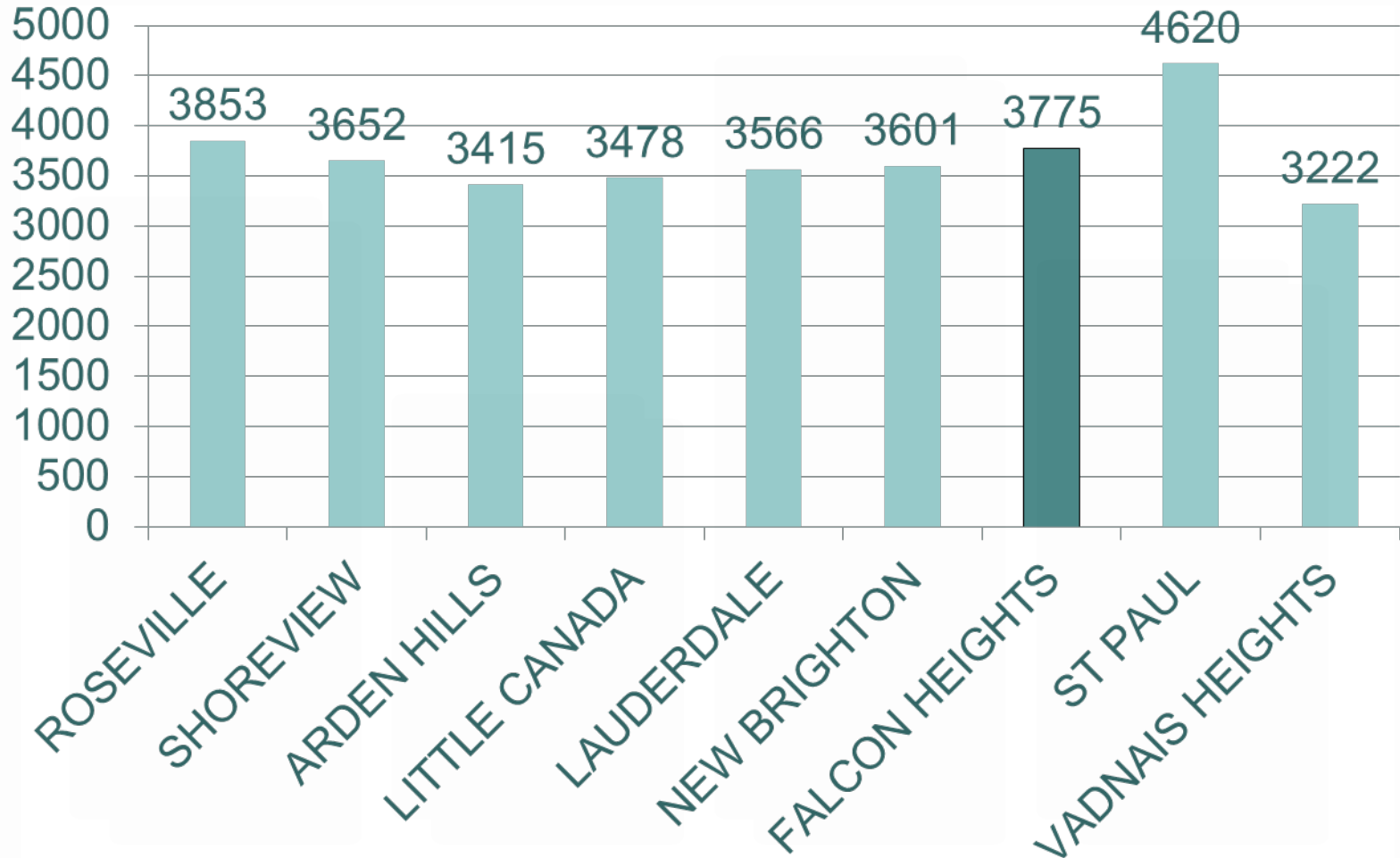
# Estimated Percentage Change in 2020 Property Tax On Median Value Single Family Properties (as of 07/15/19)

City	School	Payable 2019	Payable 2020	% Change in Median Value	Estimated % Change in Tax on Median Valued Home					Estimated Change From 2019 Total Tax
		City Median Estimated Value	City Median Estimated Value		County	City	School	Other	Total	
Arden Hills	621	\$346,900	\$372,400	7.4%	6.3%	1.1%	0.7%	4.2%	3.3%	\$147
	623	"	"	"	6.3%	1.1%	1.6%	4.2%	3.4%	166
Falcon Heights	623	281,100	303,450	8.0%	7.2%	-2.8%	2.3%	4.8%	2.9%	120
Gem Lake	624	283,800	310,600	9.4%	8.9%	0.7%	3.4%	7.9%	4.8%	196
Lauderdale	623	206,300	218,300	5.8%	5.2%	0.3%	0.3%	2.9%	2.2%	61
Little Canada	623	255,800	277,800	8.6%	8.1%	3.2%	3.1%	6.1%	5.1%	179
	624	"	"	"	8.1%	3.2%	2.7%	6.1%	5.1%	170
Maplewood	622	222,500	245,400	10.3%	10.2%	5.6%	7.7%	8.3%	8.0%	258
	623	"	"	"	10.2%	5.6%	4.9%	8.3%	7.0%	236
	624	"	"	"	10.2%	5.6%	4.5%	8.3%	6.9%	227
Mounds View	621	219,100	241,000	10.0%	10.0%	0.4%	3.7%	7.8%	5.3%	157
New Brighton	282	264,500	280,650	6.1%	5.2%	-2.7%	6.6%	3.1%	3.8%	154
	621	"	"	"	5.2%	-2.7%	-0.4%	3.1%	1.3%	46
North Oaks	621	585,650	609,400	4.1%	3.1%	-1.0%	-2.3%	2.2%	0.6%	39
	624	"	"	"	3.1%	-1.0%	-1.8%	2.2%	0.7%	47
North St. Paul	622	185,200	214,300	15.7%	17.2%	3.6%	13.9%	12.6%	11.8%	320
Roseville	621	254,900	272,000	6.7%	5.9%	2.1%	0.2%	3.8%	3.0%	105
	623	"	"	"	5.9%	2.1%	1.1%	3.8%	3.1%	117
St. Anthony	282	289,950	308,550	6.4%	5.5%	N/A	N/A	N/A	N/A	N/A
St. Paul	625	186,200	199,800	7.3%	7.2%	0.4%	-2.6%	3.9%	1.5%	42
Shoreview	621	303,800	326,300	7.4%	6.5%	1.0%	0.8%	3.9%	3.2%	131
	623	"	"	"	6.5%	1.0%	1.7%	3.9%	3.4%	148
Spring Lake Park	621	215,750	243,700	13.0%	13.5%	N/A	N/A	N/A	N/A	N/A
Vadnais Heights	621	269,400	293,200	8.8%	8.2%	4.3%	2.3%	7.3%	5.4%	178
	624	"	"	"	8.2%	4.3%	2.8%	6.3%	5.4%	191
White Bear Lake	624	222,500	243,100	9.3%	9.0%	1.8%	3.4%	7.1%	5.7%	156
White Bear Town	624	265,900	287,000	7.9%	7.3%	0.8%	2.0%	5.3%	4.1%	139

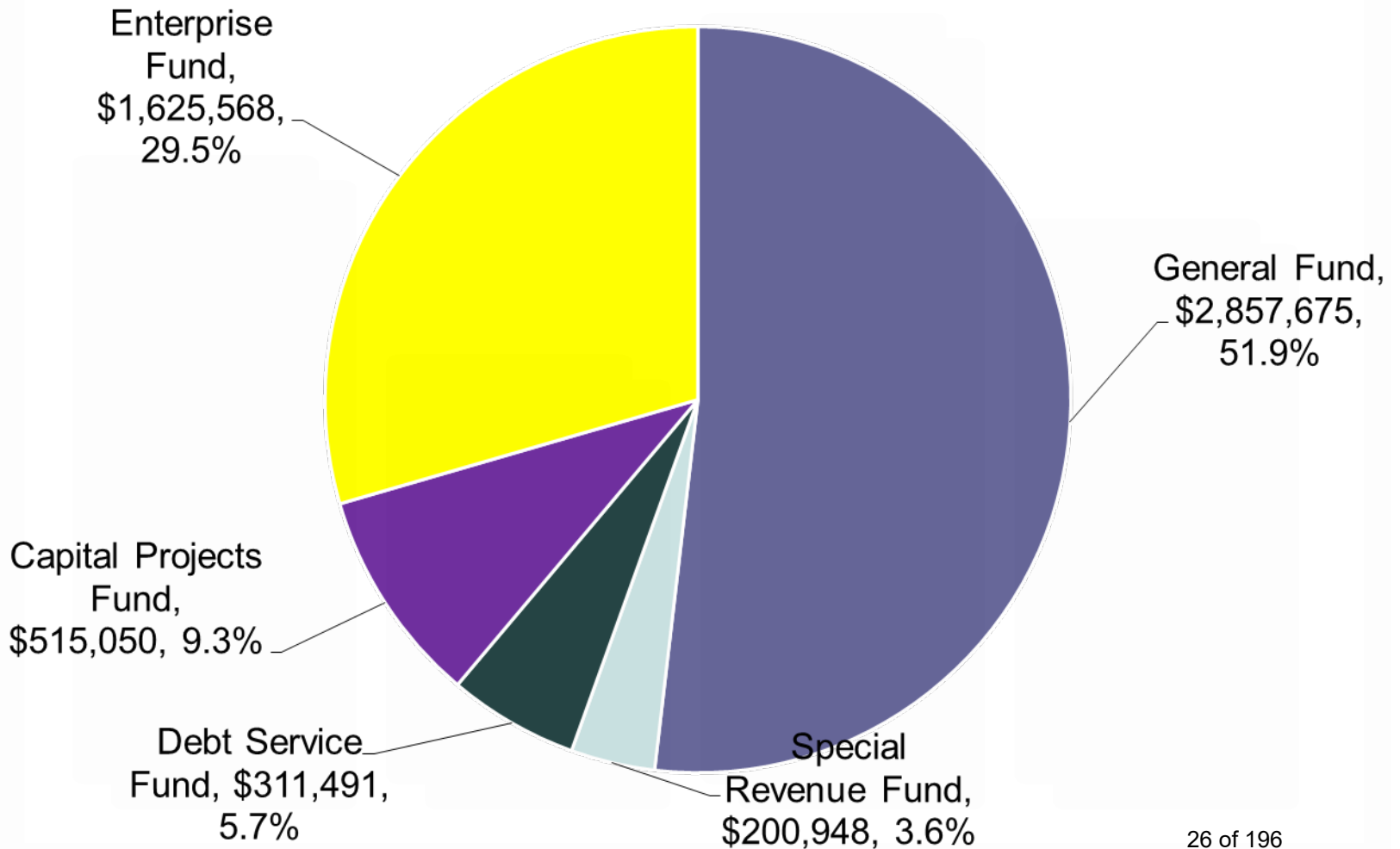
# 2020 City Taxes on a Median Value Home in Ramsey County



# 2020 Total Property Taxes on a Median Value Home in Ramsey County



# 2020 Expenditures



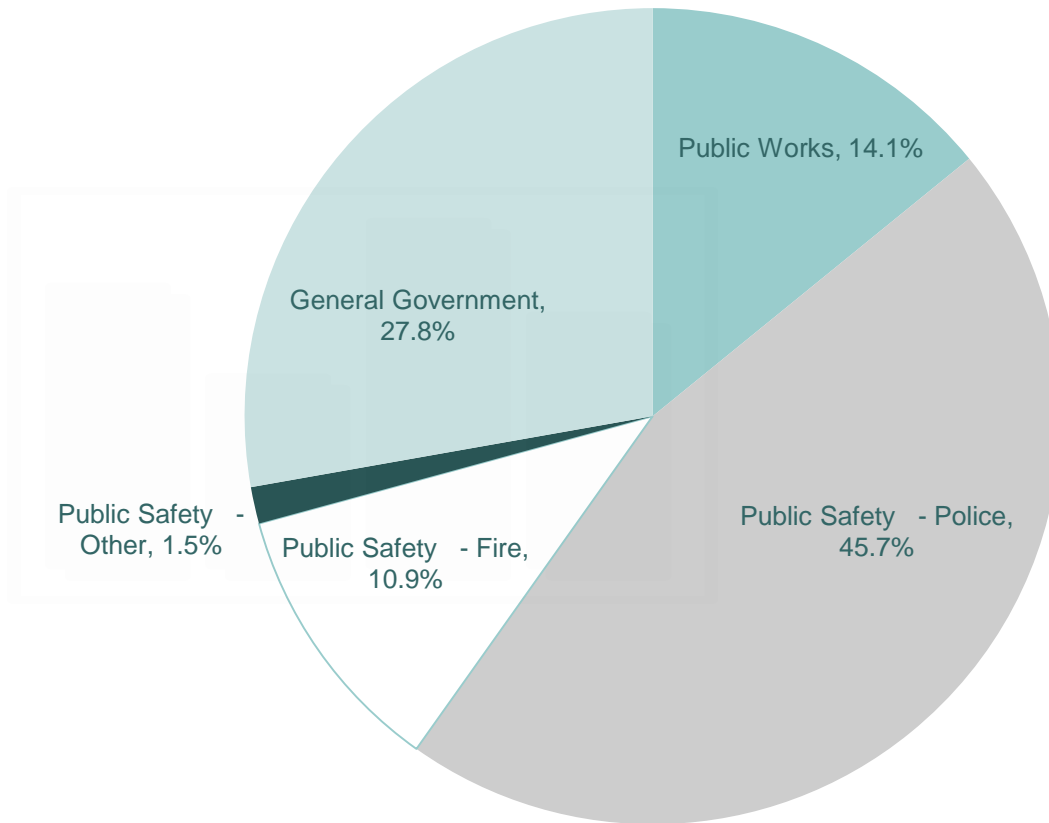


# Cities Receive Sales Tax Exemption

## **Effective 2014**

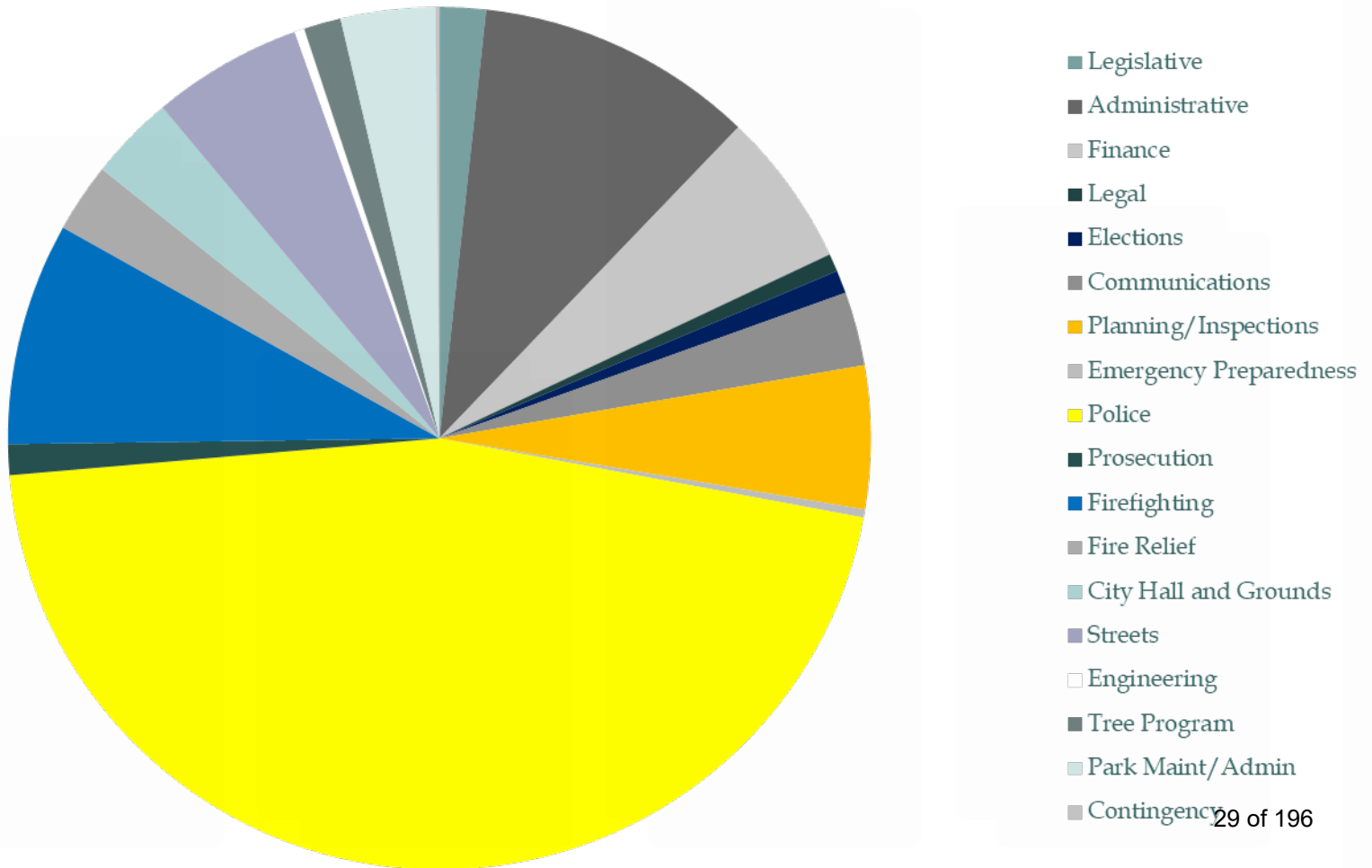
- 2013 MN State Legislature passed State Law changes exempting cities from sales taxes
- General Fund operational expenditure savings are estimated at around \$6,000 yearly

# 2020 Budgeted General Fund Expenditures By Dept.



# 2020 General Fund Expenditures by Department

Total Expenditures by Department





# Levy Comparisons

	2015	2016	2017	2018	2019	Proposed 2020	% Change
Ad valorem levy	\$1,014,116	\$1,046,183	\$1,152,646	\$1,487,059	\$1,747,260	\$1,909,536	+\$162,276 +9.3%
Debt levy	\$69,734 *	\$127,264	\$125,585	\$98,330 *	\$233,658	\$227,988	-5,697 -2.4%
Total levy	\$1,083,850	\$1,173,447	\$1,278,231	\$1,585,389	\$1,980,918	\$2,137,524	+\$156,606 +7.9%

\* In 2017 a transfer of \$150,000 from reserves to decrease debt levy.



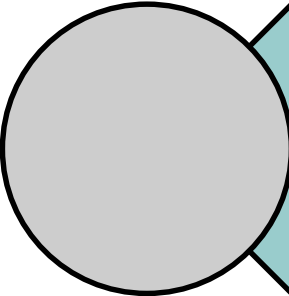


# 2020 Proposed Budget

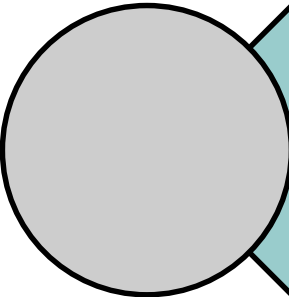
- Police Services budget increased by **\$ 15,327**.
- 4.2% renewal rate estimated for health insurance through PEIP.
- Expect license and permit revenues comparable to 2019 levels. Possible apartment complex built in 2020 at the TIES location.



# 2020 Proposed Budget, cont.



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



LGA receipts from State of MN increased \$75,732. Fiscal Disparities increased \$85,091



Overall, general fund expenditures and revenues are \$2,857,675 or 7.1%, higher than the 2019 operating budget.



# Additional Information

- Ramsey County Proposed Budget and Levy Hearing – Held Nov 25th – 6:30 pm – Ramsey County Library, Maplewood
- Roseville School District Proposed Budget and Levy Hearing – Held Dec 17<sup>th</sup> – 6:00 pm - District Service Center – 1251 Cty Rd B2 W, Roseville
- State of Minnesota Property Tax Refund Programs
  - [www.taxes.state.mn.us](http://www.taxes.state.mn.us)
  - Regular Refund – based on income
  - Circuit Breaker – if taxes increased over 12% and \$100
  - Senior Citizen Tax Deferral through City & Ramsey County
  - Disabled Veteran Market Value Exclusion
- To contest your property valuation to be used for 2021 property taxes – watch for notices in the mail during March 2020.



# For More Information:

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

**CITY OF FALCON HEIGHTS  
COUNCIL RESOLUTION**

December 11, 2019

No. 19-43

-----

**RESOLUTION ADOPTING THE 2020 TAX LEVY FOR THE CITY OF FALCON  
HEIGHTS, COUNTY OF RAMSEY, STATE OF MINNESOTA**

BE IT RESOLVED by the Mayor and City Council of the City of Falcon Heights, County of Ramsey, State of Minnesota, that the following sums of money be levied for the taxes payable 2020, upon the taxable property in the City of Falcon Heights, for the following purposes:

	<b>CERTIFIED LEVY</b>
<b>GENERAL FUND</b>	<b>\$1,909,536</b>
<b>DEBT SERVICE</b> (G.O. Fire Truck Bond, Series 2013B)	<b>\$227,988</b>
<b>TOTAL LEVY</b>	<b>\$2,137,524</b>

BE IT FURTHER RESOLVED that the City Administrator is hereby directed to transmit a certified copy of this Resolution to the County Auditor and should extend the tax levy in the amount of \$2,137,524 to be collected for the year 2020.

Moved by:

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

Randall Gustafson  
Mayor

WEHYEE            \_\_\_\_\_    In Favor  
LEEHY  
HARRIS            \_\_\_\_\_    Against  
MIAZGA  
GUSTAFSON

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

Sack Thongvanh  
City Administrator

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**CITY OF FALCON HEIGHTS  
COUNCIL RESOLUTION**

December 11, 2019

No. 19-44

**RESOLUTION ADOPTING THE 2020 BUDGET**

BE IT RESOLVED by the City Council of the City of Falcon Heights that the General Fund Operating Budget for the year 2020 in the amount of \$2,857,675 and other Fund Budgets as listed are adopted.

Fund Name	Fund Number	Amount (\$)
Park Program Fund	201	32,090
Charitable Gambling		600
Community Garden	203	1,000
Water Fund	204	16,550
Recycling Fund	206	96,858
Community Development Fund	208	13,100
Street Light Utility	209	39,950
Community Inclusion	210	800
GO Improvement Cert. Series 2013A	311	73,045
GO Equipment Cert. Series 2013 B	312	96,471
GO Improvement Street Series 2017A	316	141,975
General Capital Improvements	401	20,300
Public Safety Capital	402	7,800
Parks Recreation/Public Facilities Capital	403	85,300
TIF District #1-3	414	269,850
Infrastructure Capital	419	131,800

Moved by:

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

Randall Gustafson  
Mayor

WEHYEE            \_\_\_\_\_    In Favor  
LEEHY  
HARRIS            \_\_\_\_\_    Against  
MIAZGA  
GUSTAFSON

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

Sack Thongvanh  
City Administrator

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***The City That Soars!***

## REQUEST FOR COUNCIL ACTION

<b>Meeting Date</b>	December 11, 2019
<b>Agenda Item</b>	Consent F1
<b>Attachment</b>	General Disbursements and Payroll
<b>Submitted By</b>	Roland Olson, Finance Director

<b>Item</b>	General Disbursements and Payroll
<b>Description</b>	General Disbursements through: 12/04/19 \$206,634.23 Payroll through: 11/30/19 \$38,560.11
<b>Budget Impact</b>	The general disbursements and payroll are consistent with the budget.
<b>Attachment(s)</b>	<ul style="list-style-type: none"> <li>• General Disbursements and Payroll</li> </ul>
<b>Action(s) Requested</b>	Staff recommends that the Falcon Heights City Council approve general disbursements and payroll.

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PACKET: 02041 PAYABLES NOV 8

VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

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

01-00087 AMANDA LOR

I-201911087359		CELL PHONE REIMB OCT	20.00			
11/08/2019	APBNK	DUE: 11/08/2019 DISC: 11/08/2019		1099: N		
		CELL PHONE REIMB OCT		101 4116-85010-000	TELEPHONE	20.00
=== VENDOR TOTALS ===			20.00			

01-00250 AMERIPRIDE SERVICES

I-100845616		TOWEL COLLECTION, LAUNDRY	118.60			
11/08/2019	APBNK	DUE: 11/08/2019 DISC: 11/08/2019		1099: N		
		TOWEL COLLECTION, LAUNDRY		101 4124-82011-000	LINEN CLEANING	118.60
=== VENDOR TOTALS ===			118.60			

01-00875 BHE COMMUNITY SOLAR, LLC

I-10024611		SEP CITY HALL SOLAR ELECT	845.58			
11/08/2019	APBNK	DUE: 11/08/2019 DISC: 11/08/2019		1099: N		
		SEP CITY HALL SOLAR ELECT		101 4131-85025-000	SOLAR ELECTRIC	845.58
=== VENDOR TOTALS ===			845.58			

01-06290 CITY OF ROSEVILLE

I-201911087360		IT SUPPORT SERVICES	4,191.00			
11/08/2019	APBNK	DUE: 11/08/2019 DISC: 11/08/2019		1099: N		
		IT SUPPORT SERVICES		101 4116-85070-000	TECHNICAL SUPPORT	152.00
		IT SUPPORT SERVICES		101 4116-85070-000	TECHNICAL SUPPORT	2,510.00
		IT PHONE SERVICES		101 4116-85010-000	TELEPHONE	340.00
		IT EQUIPMENT		401 4401-90100-000	FURNITURE & EQUIPMENT	1,189.00
=== VENDOR TOTALS ===			4,191.00			

01-05235 JAN-PRO CLEANING SYSTEMS

I-89117		NOV REGULAR JANITORIAL SERVIC	450.00			
11/08/2019	APBNK	DUE: 11/08/2019 DISC: 11/08/2019		1099: N		
		NOV REGULAR JANITORIAL SERVICE		101 4131-87010-000	CITY HALL MAINTENANCE	450.00
=== VENDOR TOTALS ===			450.00			

PACKET: 02041 PAYABLES NOV 8

VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-04570	JOSEPH, KATRINA E.					
I-0094		OCT PROSECUTIONS	2,500.00			
11/08/2019	APBNK	DUE: 11/08/2019 DISC: 11/08/2019		1099: Y		
		OCT PROSECUTIONS		101 4123-80200-000	LEGAL FEES	2,500.00
		=== VENDOR TOTALS ===	2,500.00			
=====						
01-05450	LEAGUE MN CITIES INS TRST					
I-15039		WORKERS COMP CLAIM-CALLAHAN	1,964.22			
11/08/2019	APBNK	DUE: 11/08/2019 DISC: 11/08/2019		1099: N		
		WORKERS COMP CLAIM-CALLAHAN		101 4192-89000-000	MISCELLANEOUS	1,964.22
		=== VENDOR TOTALS ===	1,964.22			
=====						
01-05509	LEAGUE OF MN CITIES					
I-311570		2019 REGIONAL MEETINGS	170.00			
11/08/2019	APBNK	DUE: 11/08/2019 DISC: 11/08/2019		1099: N		
		2019 REGIONAL MEETINGS		101 4111-86100-000	CONFERENCES/EDUCATION/TR	170.00
		=== VENDOR TOTALS ===	170.00			
=====						
01-05440	LOFFLER COMPANIES, INC					
I-3260561		OCT COPIER OVERAGE CHARGE	52.10			
11/08/2019	APBNK	DUE: 11/08/2019 DISC: 11/08/2019		1099: N		
		OCT COPIER OVERAGE CHARGE		101 4112-87000-000	REPAIR OFFICE EQUIPMENT	52.10
		=== VENDOR TOTALS ===	52.10			
=====						
01-05665	METROPOLITAN COUNCIL					
I-1102503		WASTE WATER SERVICES DEC	41,362.51			
11/08/2019	APBNK	DUE: 11/08/2019 DISC: 11/08/2019		1099: N		
		WASTE WATER SERVICES DEC		601 4601-85060-000	METRO SEWER CHARGES	41,362.51
		=== VENDOR TOTALS ===	41,362.51			
=====						
01-05263	MID CITY SERVICES- INDUSTRIAL					
I-109870		FLOOR MATS	41.07			
11/08/2019	APBNK	DUE: 11/08/2019 DISC: 11/08/2019		1099: N		
		FLOOR MATS		101 4131-70110-000	SUPPLIES	41.07
		=== VENDOR TOTALS ===	41.07			

PACKET: 02041 PAYABLES NOV 8

VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-05273	MN PUBLIC EMPLOYEES INSURANCE					
I-893829		DEC HEALTH INS	10,410.40			
11/08/2019	APBNK	DUE: 11/08/2019 DISC: 11/08/2019		1099: N		
		DEC HEALTH INS		101 4112-89000-000	MISCELLANEOUS	10,410.40
		=== VENDOR TOTALS ===	10,410.40			
=====						
01-07263	NEXTEL COMMUNICATIONS, INC					
I-172968921-176		CELL PHONE SEP - OCT	17.34			
11/08/2019	APBNK	DUE: 11/08/2019 DISC: 11/08/2019		1099: N		
		CELL PHONE SEP - OCT		101 4124-85015-000	CELL PHONE	17.34
		=== VENDOR TOTALS ===	17.34			
=====						
01-06024	ON SITE SANITATION					
I-841431		HAND SANITIZERS & RESTROOM	235.00			
11/08/2019	APBNK	DUE: 11/08/2019 DISC: 11/08/2019		1099: N		
		HAND SANITIZERS & RESTROOM		601 4601-85080-000	PORTABLE TOILET PARKS	235.00
		=== VENDOR TOTALS ===	235.00			
=====						
01-06053	OREILLY AUTO PARTS					
I-1799-150468		OIL FILTERS, OIL, BATTERY	362.58			
11/08/2019	APBNK	DUE: 11/08/2019 DISC: 11/08/2019		1099: N		
		OIL FILTERS, OIL, BATTERY		101 4132-70120-000	SUPPLIES	362.58
		=== VENDOR TOTALS ===	362.58			
=====						
01-05530	OSI ENVIRONMENTAL					
I-2081442		OIL DISPOSAL	100.00			
11/08/2019	APBNK	DUE: 11/08/2019 DISC: 11/08/2019		1099: N		
		OIL DISPOSAL		101 4132-85030-000	Oil disposal	100.00
		=== VENDOR TOTALS ===	100.00			
=====						
01-06185	RAMSEY COUNTY					
I-RISK-002016		INSURANCE/HR ADMIN FEE NOV	987.33			
11/08/2019	APBNK	DUE: 11/08/2019 DISC: 11/08/2019		1099: N		
		INSURANCE/HR ADMIN FEE NOV		101, 4112-89000-000	MISCELLANEOUS	987.33
		=== VENDOR TOTALS ===	987.33			

PACKET: 02041 PAYABLES NOV 8

VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----		GROSS	P.O. #			
DATE	BANK CODE	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----		DISTRIBUTION
=====						
01-06186	RAMSEY COUNTY SHERRIFF;S OFFIC					
I-SHRFL-001834		LAW ENFORCEMENT SERVICES OCT	96,322.76			
11/08/2019	APBNK	DUE: 11/08/2019 DISC: 11/08/2019		1099: N		
		LAW ENFORCEMENT SERVICES OCT		101 4122-81000-000	POLICE SERVICES	96,322.76
		=== VENDOR TOTALS ===	96,322.76			
=====						
01-05374	TENNIS SANITATION LLC					
I-2505973		OCT RECYCLING	6,316.25			
11/08/2019	APBNK	DUE: 11/08/2019 DISC: 11/08/2019		1099: N		
		OCT RECYCLING		206 4206-82030-000	RECYCLING CONTRACTS	6,249.75
		OCT RECYCLING & CEC		101 4131-87010-000	CITY HALL MAINTENANCE	66.50
		=== VENDOR TOTALS ===	6,316.25			
=====						
01-05870	XCEL ENERGY					
I-201911087361		LIGHTNING ELECT & GAS	605.28			
11/08/2019	APBNK	DUE: 11/08/2019 DISC: 11/08/2019		1099: N		
		STREET LIGHTING ELECT		209 4209-85020-000	STREET LIGHTING POWER	205.18
		ICE RINK ELECT		101 4141-85020-000	ELECTRIC/GAS	29.05
		CITY HALL GAS		101 4131-85030-000	NATURAL GAS	234.78
		CITY HALL ELECT		101 4131-85020-000	ELECTRIC	136.27
		=== VENDOR TOTALS ===	605.28			
		=== PACKET TOTALS ===	167,072.02			

-----ID-----			GROSS	P.O. #			
DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----		DISTRIBUTION
=====							
01-00222	ALLEGRA PRINT & IMAGING						
I-159530		INSPECTION FORM	159.42				
11/15/2019	APBNK	DUE: 11/15/2019 DISC: 11/15/2019		1099: N			
		INSPECTION FORM		101 4124-70100-000	SUPPLIES		159.42
		=== VENDOR TOTALS ===	159.42				
=====							
01-00250	AMERIPRIDE SERVICES						
I-1004637098		TOWEL COLLECTION, LAUNDRY	61.30				
11/15/2019	APBNK	DUE: 11/15/2019 DISC: 11/15/2019		1099: N			
		TOWEL COLLECTION, LAUNDRY		101 4124-82011-000	LINEN CLEANING		61.30
		=== VENDOR TOTALS ===	61.30				
=====							
01-03089	CASH						
I-201911187364		PETTY CASH	41.29				
11/18/2019	APBNK	DUE: 11/18/2019 DISC: 11/18/2019		1099: N			
		MEETING EXPENSE		101 4112-86100-000	CONFERENCES/EDUCATION/AS		12.00
		BAND AIDS		101 4112-70100-000	SUPPLIES		3.79
		POSTAGE		101 4124-70100-000	SUPPLIES		25.50
		=== VENDOR TOTALS ===	41.29				
=====							
01-03110	CENTURY LINK						
I-201911157362		MONTHLY SERVICE NOV	69.34				
11/15/2019	APBNK	DUE: 11/15/2019 DISC: 11/15/2019		1099: N			
		MONTHLY SERVICE NOV		101 4141-85011-000	TELEPHONE - LANDLINE		69.34
		=== VENDOR TOTALS ===	69.34				
=====							
01-03099	F.I.R.E.						
I-4231		FIRE BEHAVIOR/FLOW SIMULATOR	900.00				
11/15/2019	APBNK	DUE: 11/15/2019 DISC: 11/15/2019		1099: N			
		FIRE BEHAVIOR/FLOW SIMULATOR		101 4124-86020-000	TRAINING		900.00
		=== VENDOR TOTALS ===	900.00				
=====							
01-04060	FASTENAL						
I-MNTCS107860		FASTENERS - #12 DUMP TRUCK	16.16				
11/18/2019	APBNK	DUE: 11/18/2019 DISC: 11/18/2019		1099: N			
		FASTENERS - #12 DUMP TRUCK		101 4131-87010-000	CITY HALL MAINTENANCE		16.16
		=== VENDOR TOTALS ===	16.16				

ID	DATE	BANK CODE	DESCRIPTION	GROSS DISCOUNT	P.O. # G/L ACCOUNT	ACCOUNT NAME	DISTRIBUTION
-----							
01-05646			M-R SIGN COMPANY INC				
I-206525			STREET SIGNS	301.33			
11/18/2019	APBNK		DUE: 11/18/2019 DISC: 11/18/2019		1099: N		
			IT'S REQUIRED BY LAW SIGNS		101 4132-75100-000	STREET SIGNS	61.65
			FAIR PARKING, BUSINESS SIGNS		101 4132-75100-000	STREET SIGNS	239.68
			=== VENDOR TOTALS ===	301.33			
-----							
01-06301			SAMS CLUB MC/SYNCR				
I-201911157363			FOOD, NEWSPAPER, DOG WASTE	1,434.90			
11/15/2019	APBNK		DUE: 11/15/2019 DISC: 11/15/2019		1099: N		
			NEWSPAPER PIONEER PRESS		101 4116-70100-000	SUPPLIES	32.00
			FOOD FOR ELECTION JUDGES		101 4115-70100-000	SUPPLIES	311.18
			FACEBOOK ADS COMMUNITY		210 4210-70420-000	NEWSLETTER/COMMUNICATION	168.70
			DOG WASTE DEPOT		101 4141-89000-000	MISCELLANEOUS	923.02
			=== VENDOR TOTALS ===	1,434.90			
-----							
01-05737			VERIZON WIRELESS				
I-9840966723			CELL PHONE	80.02			
11/15/2019	APBNK		DUE: 11/15/2019 DISC: 11/15/2019		1099: N		
			CELL PHONE		101 4124-85015-000	CELL PHONE	80.02
			=== VENDOR TOTALS ===	80.02			
-----							
01-05870			XCEL ENERGY				
I-660294204			STREET LIGHTING ELECT	2,048.18			
11/15/2019	APBNK		DUE: 11/15/2019 DISC: 11/15/2019		1099: N		
			STREET LIGHTING ELECT		209 4209-85020-000	STREET LIGHTING POWER	2,048.18
			=== VENDOR TOTALS ===	2,048.18			
			=== PACKET TOTALS ===	5,111.94			



POST DATE	BANK CODE	DESCRIPTION	GROSS DISCOUNT	P.O. # G/L ACCOUNT	ACCOUNT NAME	DISTRIBUTION
-----ID-----						
01-5		AMERICAN OFFICE PRODUCTS				
I-5754		ENVELOPES, INK, PRINTING	196.00			
11/22/2019	APBNK	DUE: 11/22/2019 DISC: 11/22/2019		1099: N		
		ENVELOPES, INK, PRINTING		101 4112-70100-000	SUPPLIES	196.00
=== VENDOR TOTALS ===			196.00			
-----						
01-00270		ANCOM COMMUNICATIONS				
I-91772		PAGERS, RADIO DISPLAY REPAIR	3,491.00			
11/22/2019	APBNK	DUE: 11/22/2019 DISC: 11/22/2019		1099: N		
		PAGERS		402 4402-91000-000	MACHINERY & EQUIPMENT	2,920.00
		RADIO DISPLAY REPAIR		101 4124-87092-000	REPAIR RADIOS	571.00
=== VENDOR TOTALS ===			3,491.00			
-----						
01-03103		CANON FINANCIAL SERVICES				
I-20778949		COPIER CONTRACT CHARGE NOV	122.39			
11/22/2019	APBNK	DUE: 11/22/2019 DISC: 11/22/2019		1099: N		
		COPIER CONTRACT CHARGE NOV		101 4131-87010-000	CITY HALL MAINTENANCE	122.39
=== VENDOR TOTALS ===			122.39			
-----						
01-04099		F.I.R.E.				
I-4236		FIRST ARRIVING INSTRUCTION	550.00			
11/22/2019	APBNK	DUE: 11/22/2019 DISC: 11/22/2019		1099: N		
		FIRST ARRIVING INSTRUCTION		101 4124-86020-000	TRAINING	550.00
=== VENDOR TOTALS ===			550.00			
-----						
01-1		FRA DOR INC				
I-1908045		BLACK DIRT	93.00			
11/22/2019	APBNK	DUE: 11/22/2019 DISC: 11/22/2019		1099: N		
		BLACK DIRT		101 4141-87120-000	FACILITIES & GROUND MAIN	93.00
=== VENDOR TOTALS ===			93.00			
-----						
01-05263		MID CITY SERVICES- INDUSTRIAL				
I-112088		FLOOR MATS	41.07			
11/22/2019	APBNK	DUE: 11/22/2019 DISC: 11/22/2019		1099: N		
		FLOOR MATS		101 4131-70110-000	SUPPLIES	41.07
=== VENDOR TOTALS ===			41.07			

PACKET: 02045 PAYABLES NOV 22  
VENDOR SET: 01 City of Falcon Heights  
SEQUENCE : ALPHABETIC  
DUE TO/FROM ACCOUNTS SUPPRESSED

POST DATE	BANK CODE	DESCRIPTION	GROSS DISCOUNT	P.O. # G/L ACCOUNT	ACCOUNT NAME	DISTRIBUTION
-----ID-----						
01-03	MN NCPERS	LIFE INSURANCE				
I-458800122019		DEC LIFE INSURANCE	48.00			
11/22/2019	APBNK	DUE: 11/22/2019 DISC: 11/22/2019		1099: N		
		DEC LIFE INSURANCE		101 21709-000	OTHER PAYABLE	24.64
		DEC LIFE INSURANCE		204 21709-000	OTHER PAYABLE	1.60
		DEC LIFE INSURANCE		601 21709-000	OTHER PAYABLE	15.52
		DEC LIFE INSURANCE		602 21709-000	OTHER PAYABLE	6.24
		=== VENDOR TOTALS ===	48.00			
-----						
01-04800	MN RECREATION & PARK ASSOCIATI					
I-201911227365		2020 MEMBERSHIP NALISHA	300.00			
11/22/2019	APBNK	DUE: 11/22/2019 DISC: 11/22/2019		1099: N		
		2020 MEMBERSHIP NALISHA		101 4141-86110-000	MEMBERSHIPS	300.00
		=== VENDOR TOTALS ===	300.00			
-----						
01-05784	UPPER CUT TREE SERVICES					
I-4623		TRIM TREES HAMLINE TO ARONA	8,900.00			
11/22/2019	APBNK	DUE: 11/22/2019 DISC: 11/22/2019		1099: N		
		TRIM TREES HAMLINE TO ARONA		419 4419-85000-000	TREE REMOVAL	8,900.00
		=== VENDOR TOTALS ===	8,900.00			
-----						
01-05870	XCEL ENERGY					
I-661493272		STREET LIGHTING & PARKS	29.96			
11/22/2019	APBNK	DUE: 11/22/2019 DISC: 11/22/2019		1099: N		
		CURTISS FILED GAZEBO		101 4141-85020-000	ELECTRIC/GAS	15.14
		SNELLING & HOYT SIGN AREA		209 4209-85020-000	STREET LIGHTING POWER	14.82
		=== VENDOR TOTALS ===	29.96			
		=== PACKET TOTALS ===	13,771.42			

PACKET: 02050 PAYABLES DEC 2  
 VENDOR SET: 01 City of Falcon Heights  
 SEQUENCE : ALPHABETIC  
 DUE TO/FROM ACCOUNTS SUPPRESSED

POST DATE	BANK CODE	DESCRIPTION	GROSS DISCOUNT	P.O. # G/L ACCOUNT	ACCOUNT NAME	DISTRIBUTION
01-04099 ECONOMIC DEVELOPMENT ASSOCIATI						
I-201912027368		EDAM MEMBERSHIP 2020 JUSTIN	295.00			
12/02/2019	APBNK	DUE: 12/02/2019 DISC: 12/02/2019		1099: N		
		EDAM MEMBERSHIP 2020 JUSTIN		101 4117-86100-000	CONFERENCES/EDUCATION/AS	295.00
=== VENDOR TOTALS ===			295.00			
01-04099 F.I.R.E.						
I-4268		LEADERSHIP TRAINING	550.00			
12/02/2019	APBNK	DUE: 12/02/2019 DISC: 12/02/2019		1099: N		
		LEADERSHIP TRAINING		101 4124-86020-000	TRAINING	550.00
=== VENDOR TOTALS ===			550.00			
01-05115 GOPHER STATE ONE CALL						
I-9110383		NOVEMBER LOCATES	43.20			
12/02/2019	APBNK	DUE: 12/02/2019 DISC: 12/02/2019		1099: N		
		NOVEMBER LOCATES		601 4601-88030-000	LOCATES	43.20
=== VENDOR TOTALS ===			43.20			
01-05045 GRUBER'S POWER EQUIPMENT						
I-194241		EQUIPMENT SHOES	103.02			
12/02/2019	APBNK	DUE: 12/02/2019 DISC: 12/02/2019		1099: N		
		EQUIPMENT SHOES		101 4132-77000-000	CLOTHING	103.02
=== VENDOR TOTALS ===			103.02			
01-05137 HEALTHPARTNERS MEDICAL GP						
I-1912027369		MEDICAL EXAMS FIRE FIGHTERS	894.00			
12/02/2019	APBNK	DUE: 12/02/2019 DISC: 12/02/2019		1099: N		
		MEDICAL EXAMS FIRE FIGHTERS		101 4124-86020-000	TRAINING	894.00
=== VENDOR TOTALS ===			894.00			
01-05153 HOME DEPOT CRC/GECF						
I-10363		BATTERIES	129.00			
12/02/2019	APBNK	DUE: 12/02/2019 DISC: 12/02/2019		1099: N		
		BATTERIES		101 4131-70110-000	SUPPLIES	129.00
=== VENDOR TOTALS ===			129.00			

PACKET: 02050 PAYABLES DEC 2

VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

POST DATE	BANK CODE	DESCRIPTION	GROSS DISCOUNT	P.O. # G/L ACCOUNT	ACCOUNT NAME	DISTRIBUTION
-----ID-----						
01	5	OFFICE DEPOT				
I-403577043001		LABEL, PAPER, CALENDAR	123.23			
12/02/2019	APBNK	DUE: 12/02/2019 DISC: 12/02/2019		1099: N		
		LABEL, PAPER, CALENDAR		101 4112-70100-000	SUPPLIES	123.23
=== VENDOR TOTALS ===			123.23			
-----						
01-06628		SACK THONGVANH				
I-201912027370		NOV TO DEC CELL PHONE REIMB	120.00			
12/02/2019	APBNK	DUE: 12/02/2019 DISC: 12/02/2019		1099: N		
		NOV TO DEC CELL PHONE REIMB		101 4131-85015-000	CELL PHONE	60.00
		NOV TO DEC CELL PHONE REIMB		601 4601-85015-000	CELL PHONE	60.00
=== VENDOR TOTALS ===			120.00			
-----						
01-06930		U.S. POSTMASTER				
I-201912027371		STAMPS FOREVER/ADDTL OUNCE/\$1	1,235.00			
12/02/2019	APBNK	DUE: 12/02/2019 DISC: 12/02/2019		1099: N		
		STAMPS FOREVER/ADDTL OUNCE/\$1		101 4112-70500-000	POSTAGE	1,235.00
=== VENDOR TOTALS ===			1,235.00			
=== PACKET TOTALS ===			3,492.45			

PACKET: 02052 DEC 4TH PAYABLES

VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

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

01-00087 AMANDA LOR

I-201912047372 PHONE/MILEAGE REIMB 24.52  
 12/04/2019 APBNK DUE: 12/04/2019 DISC: 12/04/2019 1099: N  
 PHONE REIMN 101 4116-85010-000 TELEPHONE 20.00  
 MILEAGE REIM 101 4112-86010-000 MILEAGE & PARKING 4.52  
 === VENDOR TOTALS === 24.52

01-00875 BHE COMMUNITY SOLAR, LLC

I-10082810 OCT TO NOV SOLAR ELECT 1,484.54  
 12/04/2019 APBNK DUE: 12/04/2019 DISC: 12/04/2019 1099: N  
 OCT TO NOV SOLAR ELECT 101 4131-85025-000 SOLAR ELECTRIC 1,484.54  
 === VENDOR TOTALS === 1,484.54

01-05422 BP

I-201912047377 FUEL 1,103.43  
 12/04/2019 APBNK DUE: 12/04/2019 DISC: 12/04/2019 1099: N  
 FUEL 101 4132-74000-000 MOTOR FUEL & LUBRICANTS 597.29  
 FUEL 602 4602-74000-000 FUEL & LUBRICANTS 506.14  
 === VENDOR TOTALS === 1,103.43

01-06290 CITY OF ROSEVILLE

I-227349 ENGINEERING 3,392.69  
 12/04/2019 APBNK DUE: 12/04/2019 DISC: 12/04/2019 1099: N  
 GENERAL ENG 101 4133-80100-000 ENGINEERING SERVICES 1,165.31  
 SEWER LINING PROJECT 601 4601-80100-000 ENGINEERING 1,668.38  
 CLEVELAND PROJECT 419 4419-80100-000 ENGINEERING 559.00

I-227352 PIHOTOSHOP SOFTWARE 396.00  
 12/04/2019 APBNK DUE: 12/04/2019 DISC: 12/04/2019 1099: N  
 PIHOTOSHOP SOFTWARE 101 4116-70100-000 SUPPLIES 396.00  
 === VENDOR TOTALS === 3,788.69

01-03122 CITY OF ST PAUL

I-IN38345 ANIMAL BOARDING SVC 95.00  
 12/04/2019 APBNK DUE: 12/04/2019 DISC: 12/04/2019 1099: N  
 ANIMAL BOARDING SVC 101 4122-81000-000 POLICE SERVICES 95.00  
 === VENDOR TOTALS === 95.00

PACKET: 02052 DEC 4TH PAYABLES  
 VENDOR SET: 01 City of Falcon Heights  
 SEQUENCE : ALPHABETIC  
 DUE TO/FROM ACCOUNTS SUPPRESSED

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

01-05175 CONTINENTAL RESEARCH CORPORATI

I-4844446-CRC-1 GREASE 219.00  
 12/04/2019 APBNK DUE: 12/04/2019 DISC: 12/04/2019 1099: N  
 GREASE 101 4141-70100-000 SUPPLIES 219.00  
 === VENDOR TOTALS === 219.00

01-05519 CRAIGRAPP LLC

I-12.08.19 EXECUTIVE LEADERSHIP CONF 1,175.00  
 12/04/2019 APBNK DUE: 12/04/2019 DISC: 12/04/2019 1099: N  
 EXECUTIVE LEADERSHIP CONF 101 4112-86100-000 CONFERENCES/EDUCATION/AS 1,175.00  
 === VENDOR TOTALS === 1,175.00

01-05235 JAN-PRO CLEANING SYSTEMS

I-89840 NOV JANITORIAL SVC 450.00  
 12/04/2019 APBNK DUE: 12/04/2019 DISC: 12/04/2019 1099: N  
 NOV JANITORIAL SVC 101 4131-87010-000 CITY HALL MAINTENANCE 450.00  
 === VENDOR TOTALS === 450.00

01-05418 JUSTIN MARKON

I-201912047375 MILEAGE/PHONE/USB EXT REIMB 41.87  
 12/04/2019 APBNK DUE: 12/04/2019 DISC: 12/04/2019 1099: N  
 MILEAGE REIMGB 101 4117-86010-000 MILEAGE 17.11  
 CELL PHONE REIMB 101 4117-85015-000 CELL PHONE 20.00  
 USB EXTENSION CORD REIMN 101 4117-70100-000 SUPPLIES 4.76  
 === VENDOR TOTALS === 41.87

01-04875 MOBILE MINI, INC.

I-9007507917 WARMING HOUSE RENTAL 598.00  
 12/04/2019 APBNK DUE: 12/04/2019 DISC: 12/04/2019 1099: N  
 WARMING HOUSE RENTAL 101 4141-87120-000 FACILITIES & GROUND MAIN 598.00  
 === VENDOR TOTALS === 598.00

01-05427 NANDKUMAR, NALISHA

I-201912047374 PHONE AND MILEAGE REIMB 75.96  
 12/04/2019 APBNK DUE: 12/04/2019 DISC: 12/04/2019 1099: N  
 PHONE REIMB 101 4116-85010-000 TELEPHONE 40.00  
 MILEAGE REIMB 101 4112-86010-000 MILEAGE & PARKING 35.96  
 === VENDOR TOTALS === 75.96

PACKET: 02052 DEC 4TH PAYABLES  
 VENDOR SET: 01 City of Falcon Heights  
 SEQUENCE : ALPHABETIC  
 DUE TO/FROM ACCOUNTS SUPPRESSED

POST DATE	BANK CODE	DESCRIPTION	GROSS DISCOUNT	P.O. # G/L ACCOUNT	ACCOUNT NAME	DISTRIBUTION
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01-07263 NEXTEL COMMUNICATIONS, INC

I-610189225-197		CELL PHONE TO NOV 14	101.83			
12/04/2019	APBNK	DUE: 12/04/2019 DISC: 12/04/2019		1099: N		
		CELL PHONE TO NOV 14		101 4131-85015-000	CELL PHONE	101.83
=== VENDOR TOTALS ===			101.83			

01-05973 NORTH SUBURBAN ACCESS CORPORAT

I-2019-216		WEBSTREAMING OCT/CABLE CASTIN	345.10			
12/04/2019	APBNK	DUE: 12/04/2019 DISC: 12/04/2019		1099: N		
		WEB STREAMINGH		101 4116-85060-000	WEB SITE	165.56
		CABLE CASTING		101 4116-85050-000	CABLE TV	179.54
=== VENDOR TOTALS ===			345.10			

01-06115 TIMOTHY PITTMAN

I-201912047373		MILEAGE REIMB	148.48			
12/04/2019	APBNK	DUE: 12/04/2019 DISC: 12/04/2019		1099: N		
		MILEAGE REIMB		101 4132-86101-000	MILEAGE	148.48
=== VENDOR TOTALS ===			148.48			

01-00935 ST PAUL REGIONAL WATER SERVICE

I-201912047376		H2O ANDSS	146.62			
12/04/2019	APBNK	DUE: 12/04/2019 DISC: 12/04/2019		1099: N		
		WATER		101 4131-85040-000	WATER	77.26
		SS		101 4131-85070-000	SEWER	20.24
		WATER		101 4141-85040-000	WATER	35.56
		SS		101 4141-85070-000	SEWER	13.56
=== VENDOR TOTALS ===			146.62			

01-05195 TYLER TECHNOLOGIES

I-024-278166		ANNUAL SOFTWARE MAINT	6,894.08			
12/04/2019	APBNK	DUE: 12/04/2019 DISC: 12/04/2019		1099: N		
		ANNUAL SOFTWARE MAINT		101 15500-000	PREPAID EXPENDITURES	6,894.08
=== VENDOR TOTALS ===			6,894.08			

PACKET: 02052 DEC 4TH 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
=====						
01-05752		UNIVERSAL TRUCK SERVICE LLC				
-----						
I-31621		REPAIR DUMP TRK	123.90			
12/04/2019	APBNK	DUE: 12/04/2019 DISC: 12/04/2019		1099: N		
		REPAIR DUMP TRK		101 4132-87012-000	REPAIR TRUCK	123.90
		=== VENDOR TOTALS ===	123.90			
=====						
01-05784		UPPER CUT TREE SERVICES				
-----						
I-4629		TREE REMOVALS/STUMP GRINDINHG	2,310.00			
12/04/2019	APBNK	DUE: 12/04/2019 DISC: 12/04/2019		1099: N		
		TREE REMOVALS/STUMP GRINDINHG		419 4419-85000-000	TREE REMOVAL	2,310.00
		=== VENDOR TOTALS ===	2,310.00			
=====						
01-05737		VERIZON WIRELESS				
-----						
I-9842877150		CELL PHONE FIRE INSPECTOR	60.38			
12/04/2019	APBNK	DUE: 12/04/2019 DISC: 12/04/2019		1099: N		
		CELL PHONE FIRE INSPECTOR		101 4117-85015-000	CELL PHONE	60.38
		=== VENDOR TOTALS ===	60.38			
		=== PACKET TOTALS ===	19,186.40			



EMP #	NAME	AMOUNT
0 005	SACK THONGVANH	3,492.06
01-1020	AMANDA P LOR	1,360.28
01-1022	NALISHA NANDKUMAR	1,457.70
01-1136	ROLAND O OLSON	2,649.53
01-1021	JUSTIN M MARKON	1,539.43
01-0040	KEVIN ANDERSON	111.54
01-0085	DANIEL S JOHNSON-POWERS	89.34
01-0087	MICHAEL A MCKAY	97.79
01-0095	MICHAEL J POESCHL	680.64
01-0097	PATRICK GAFFNEY	608.99
01-0105	ANTON M FEHRENBACH	383.27
01-0106	SCOTT A TESCH	78.24
01-0123	BRYAN R SULLIVAN	137.47
01-0124	MICHAEL D KRUSE	347.65
01-0126	BENJAMIN J SMITH	84.57
01-0132	ANDREW K TEMME	65.02
01-0135	MORGAN B MCCANN	145.91
01-0137	DANIEL J WATTENHOFER	313.11
01-0138	GRANT W HEITMAN	39.12
01-0139	WILLIAM M RAVEN	109.74
01-2172	MICHAEL W ARCAND	110.74
01-1030	TIMOTHY J PITTMAN	2,094.07
01-1033	DAVE TRETSEVEN	1,681.32
01-1143	COLIN B CALLAHAN	1,690.10

L PRINTED: 24 19,367.63

11-07-2019 7:14 AM PAYROLL CHECK REGISTER  
 PAYROLL NO: 01 City of Falcon Heights

PAGE: 1  
 PAYROLL DATE: 11/07/2019

EMP NO	EMPLOYEE NAME	TYPE	CHECK DATE	CHECK AMOUNT	CHECK NO.
11.	ZHOU, ZHINING	R	11/07/2019	250.25	089064
0034	KURHAJETZ, CLEMENT	R	11/07/2019	78.38	089065

11-07-2019 7:14 AM PAYROLL CHECK REGISTER  
 PAYROLL NO: 01 City of Falcon Heights

PAGE: 2  
 PAYROLL DATE: 11/07/2019

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

REGULAR CHECKS:	2	328.63
DIRECT DEPOSIT REGULAR CHECKS:	24	19,367.63
MANUAL CHECKS:		
PRINTED MANUAL CHECKS:		
DIRECT DEPOSIT MANUAL CHECKS:		
VOIDED CHECKS:		
NON CHECKS:		
<b>TOTAL CHECKS:</b>	<b>26</b>	<b>19,696.26</b>

EMP #	NAME	AMOUNT
C 016	PAMELA M HARRIS	277.05
01-0022	RANDALL C GUSTAFSON	393.07
01-0023	MELANIE M LEEHY	262.05
01-0024	MARK J MIAZGA	262.05
01-1005	SACK THONGVANH	3,492.06
01-1020	AMANDA P LOR	1,360.28
01-1022	NALISHA NANDKUMAR	1,457.70
01-1136	ROLAND O OLSON	2,649.53
01-1021	JUSTIN M MARKON	1,484.73
01-0095	MICHAEL J POESCHL	790.20
01-0097	PATRICK GAFFNEY	128.61
01-0105	ANTON M FEHRENBACH	358.44
01-0123	BRYAN R SULLIVAN	92.35
01-0124	MICHAEL D KRUSE	126.51
01-1030	TIMOTHY J PITTMAN	2,094.07
01-1033	DAVE TRETSVEN	1,681.32
01-1143	COLIN B CALLAHAN	1,690.10

TOTAL PRINTED: 17 18,600.12

11-24-2019 10:56 AM PAYROLL CHECK REGISTER  
 PAYROLL NO: 01 City of Falcon Heights

PAGE: 1  
 PAYROLL DATE: 11/24/2019

IP NO	EMPLOYEE NAME	TYPE	CHECK DATE	CHECK AMOUNT	CHECK NO.
	ZHOU, ZHINING	R	11/24/2019	263.73	089106

11-24-2019 10:56 AM PAYROLL CHECK REGISTER  
 PAYROLL NO: 01 City of Falcon Heights

PAGE: 2  
 PAYROLL DATE: 11/24/2019

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

REGULAR CHECKS:	1	263.73
DIRECT DEPOSIT REGULAR CHECKS:	17	18,600.12
MANUAL CHECKS:		
PRINTED MANUAL CHECKS:		
DIRECT DEPOSIT MANUAL CHECKS:		
VOIDED CHECKS:		
NON CHECKS:		
TOTAL CHECKS:	18	18,863.85

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

\*\* END OF REPORT \*\*



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## REQUEST FOR COUNCIL ACTION

<b>Meeting Date</b>	December 11, 2019
<b>Agenda Item</b>	Consent F2
<b>Attachment</b>	N/A
<b>Submitted By</b>	Amanda Lor, Administrative Coordinator

<b>Item</b>	Approval of City License(s)
<b>Description</b>	<p>The following individuals have applied for a <u>General Contractor's License</u> for 2019. Staff has received the necessary documents for licensure.</p> <ol style="list-style-type: none"> <li>1. Image360</li> </ol> <p>The following individuals have applied for a <u>Municipal Business License</u> for 2019. Staff has received the necessary documents for licensure.</p> <ol style="list-style-type: none"> <li>1. Arthur Wayne, LLC</li> </ol> <p>The following individuals have applied for a <u>Municipal Business License</u> for 2020. Staff has received the necessary documents for licensure.</p> <ol style="list-style-type: none"> <li>1. Curves</li> <li>2. American Family Mutual Insurance</li> <li>3. DZ LLC dba Snap Fitness</li> <li>4. Arthur Wayne, LLC</li> <li>5. Dental Studio of Falcon Heights</li> </ol> <p>The following individuals have applied for a <u>Refuse License</u> for 2020. Staff has received the necessary documents for licensure.</p> <ol style="list-style-type: none"> <li>1. Gene's Disposal</li> <li>2. Waste Management</li> <li>3. Advance Disposal Services</li> </ol> <p>The following individuals have applied for a <u>Tree Trimmers License</u> for 2020. Staff has received the necessary documents for licensure.</p> <ol style="list-style-type: none"> <li>1. Birch Tree Care</li> <li>2. Branch and Bough Tree Service</li> <li>3. Upper Cut Tree Services</li> <li>4. Northern Arborists</li> </ol> <p>The following individuals have applied for a <u>Multifamily Rental License</u> for 2020. Staff has received the necessary documents for licensure.</p> <ol style="list-style-type: none"> <li>1. 1530/1550 Larpenteur Ave W (Falcon Heights Town Square, Sherman Associates)</li> </ol>

<b>Budget Impact</b>	N/A
<b>Attachment(s)</b>	N/A
<b>Action(s) Requested</b>	Staff recommends that the Falcon Heights City Council approve the City License Applications contingent on background checks as required by each permit.



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## REQUEST FOR COUNCIL ACTION

<b>Meeting Date</b>	December 11, 2019
<b>Agenda Item</b>	Consent F3
<b>Attachment</b>	N/A
<b>Submitted By</b>	Sack Thongvanh, City Administrator

<b>Item</b>	Designation of Prosecuting Attorney
<b>Description</b>	Each year the City of Falcon Heights designates a prosecuting attorney. This person works closely with the Ramsey County Sheriff’s Office and City Staff in prosecuting all misdemeanor and felony level offenses as well as Ordinance Violations. For several years our prosecuting attorney has been Katrina Joseph. She also serves as the attorney for the City of Lauderdale.
<b>Budget Impact</b>	The monthly retainer will not change and has been included in the 2020 operating budget.
<b>Attachment(s)</b>	N/A
<b>Action(s) Requested</b>	Staff recommends that the Falcon Heights City Council approve Katrina Joseph and the law firm of Hughes and Costello as the City’s prosecuting attorneys for 2020.

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## REQUEST FOR COUNCIL ACTION

<b>Meeting Date</b>	December 11, 2019
<b>Agenda Item</b>	Consent F4
<b>Attachment</b>	N/A
<b>Submitted By</b>	Sack Thongvanh, City Administrator

<b>Item</b>	Appointment of City Attorney
<b>Description</b>	Falcon Heights has used the law firm of Campbell Knutson, P.A. for Civil Attorney services for many years. Roger Knutson is the main contact, but the City uses various attorneys in the firm for our daily needs.
<b>Budget Impact</b>	Funds have been allocated in the 2020 Budget.
<b>Attachment(s)</b>	N/A
<b>Action(s) Requested</b>	Staff recommends that the Falcon Heights City Council approve the law firm of Campbell Knutson, P.A. for civil legal services for 2020.

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## REQUEST FOR COUNCIL ACTION

<b>Meeting Date</b>	December 11, 2019
<b>Agenda Item</b>	Consent F5
<b>Attachment</b>	N/A
<b>Submitted By</b>	Sack Thongvanh, City Administrator

<b>Item</b>	Appointment of City Engineer
<b>Description</b>	For several years the City has contracted with the City of Roseville for engineering services. Staff is seeking to continue this relationship and appoint Roseville’s City Engineer, Jesse Freihammer, as the City Engineer for 2020.
<b>Budget Impact</b>	Funds have been allocated in the 2020 Budget.
<b>Attachment(s)</b>	N/A
<b>Action(s) Requested</b>	Staff recommends the approval of Jesse Freihammer and the City of Roseville Engineering Department as City of Falcon Heights’ Engineer for 2020.

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## REQUEST FOR COUNCIL ACTION

<b>Meeting Date</b>	December 11, 2019
<b>Agenda Item</b>	Consent F6
<b>Attachment</b>	N/A
<b>Submitted By</b>	Sack Thongvanh, City Administrator

<b>Item</b>	Appointment of City Auditor
<b>Description</b>	Each year the City is required to have an independent firm audit our financial records. For the past several years, we have used Kern-DeWenter-Viere as our auditors, and we have been very satisfied with their services.
<b>Budget Impact</b>	Funds have been allocated in the 2020 Budget.
<b>Attachment(s)</b>	
<b>Action(s) Requested</b>	Staff recommends the approval of KDV, Kern-DeWenter-Viere, as the City Auditor for 2020.

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*The City That Soars!*

## REQUEST FOR COUNCIL ACTION

<b>Meeting Date</b>	December 11, 2019
<b>Agenda Item</b>	Consent F7
<b>Attachment</b>	N/A
<b>Submitted By</b>	Sack Thongvanh, City Administrator

<b>Item</b>	Designation of Official Newspaper
<b>Description</b>	<p>State statute requires that a city designate a legal newspaper of general circulation in the city. This newspaper is used when the city is required to publish legal notification regarding public hearings, elections and city financial matters. With the loss of the Roseville Review in October, the city designated the Pioneer Press as the official newspaper for the remainder of 2019.</p> <p>City staff solicited quotes from the Pioneer Press and Star Tribune, which are attached. The newspapers do not use the same price measurement, but both provided a quote on a specific public hearing notice. The Pioneer Press cost was \$13.33, while publishing in the Star Tribune would cost \$30.13. After working with the Pioneer Press for a couple months and based on the publishing price and circulation of the paper in Falcon Heights, staff recommend that the city designate the Pioneer Press as the legal newspaper for 2020.</p>
<b>Budget Impact</b>	Funds have been allocated in the 2020 Budget for any costs associated with public notices.
<b>Attachment(s)</b>	<ul style="list-style-type: none"> <li>• Pioneer Press quote</li> <li>• Star Tribune quote</li> </ul>
<b>Action(s) Requested</b>	Designate the Pioneer Press as the city's legal newspaper for 2020.

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Justin Markon  
City of Falcon Heights

Justin –

Thank you for the opportunity to bid on the public notice publications for the City of Falcon Heights.

The Saint Paul Pioneer Press is a Daily Newspaper located in Saint Paul, MN, primarily serving Ramsey, Dakota, Washington, and Anoka counties and Western Wisconsin.

Our Legal Publication rates for all notices are as follows:

\$6.00 per column inch per publication \*(this = \$0.43 per line, there are 14 lines per column inch)

Our circulation number below is for Sunday Full Run, however you can publish a notice any day of the week.

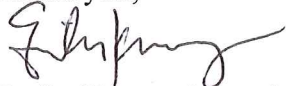
Full Run – 170,663

\*All notices will be published full run.

Deadline to submit a standard text notice is 12pm the day prior to the day you'd like your notice to run. Friday at 12pm is the deadline to submit a notice running on Saturday, Sunday, or Monday. If your notice includes a chart, graph, map, or any special formatting, the deadline is 12pm **two** days prior to the publication day, and Thursday at 12pm for a Saturday, Sunday, or Monday publish date. All legal notices should be emailed to Emily Kunz [ekunz@pioneerpress.com](mailto:ekunz@pioneerpress.com) and [legals@pioneerpress.com](mailto:legals@pioneerpress.com) after doing so, you'll be sent an email confirming receipt of your information and you'll be contacted shortly.

Thank you for considering the Saint Paul Pioneer Press as the official legal newspaper for the City of Falcon Heights for 2020. Please let me know if you have any questions, we look forward to partnering with you.

Thank you,



Emily Kunz – Advertising  
[ekunz@pioneerpress.com](mailto:ekunz@pioneerpress.com)



## Order Confirmation

<b>Ad Order Number</b> 0071442629	<b>Customer</b> CITY OF FALCON HEIGHTS LEGALS	<b>Payor Customer</b> CITY OF FALCON HEIGHTS LEGALS
<b>Sales Rep.</b> ekunz	<b>Customer Account</b> 572540	<b>Payor Account</b> 572540
<b>Customer Phone</b> 6517927600	<b>Customer Address</b> 2077 WEST LARPENTEUR AVENU FALCON HEIGHTS MN 55113 USA	<b>Payor Address</b> 2077 WEST LARPENTEUR AVENU FALCON HEIGHTS MN 55113 USA
<b>Customer Email</b>		<b>Payor Phone</b> 6517927600
<b>PO Number</b>		<b>Ordered By</b> Justin Markon

**Invoice Text**

**Ad Order Notes**

**Total Amount** \$13.33      **Amount Due** \$13.33

**Ad Number** 0071442629-01      **Ad Size** 1 X 31 li      **Color**

**AD Content**

PUBLIC HEARING NO-TICE  
CITY OF FALCON HEIGHTS, MINNESOTA

Notice is hereby given that the Falcon Heights City Council, at its regular meeting on Wednesday, October 23, 2019 at 7:00 p.m. in the City Hall Council Chambers, 2077 Larpenteur Avenue West, will hold a public hearing to consider a Planned Unit Development (PUD) amendment for the property located at 1667 Snelling Ave N, PID 212923110030. Information regarding the proposed changes will be available at City Hall and online at www.falconheights.org.  
Justin Markon  
Community Development Coordinator

<u>Start Date</u>	<u>End Date</u>	<u># Insertions</u>	<u>Product</u>	<u>Placement</u>	<u>Position</u>
10/13/2019	10/13/2019	1.00	S Pioneer Press	S Legals	Legal Notices
10/13/2019	10/19/2019	7.00	S Online	S Legals	Legal Notices
10/13/2019	10/19/2019	7.00	S Online	S Legals	Legal Notices
10/13/2019	10/19/2019	7.00	S Online	S Legals	Legal Notices
10/13/2019	10/19/2019	7.00	S Online	S Legals	Legal Notices
10/13/2019	10/19/2019	7.00	S Online	S Legals	Legal Notices
10/13/2019	10/19/2019	7.00	S Online	S Legals	Legal Notices
10/13/2019	10/19/2019	7.00	S Online	S Legals	Legal Notices



## Justin Markon

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**From:** Place Ads <placeads@startribune.com>  
**Sent:** Wednesday, November 20, 2019 12:19 PM  
**To:** Justin Markon  
**Subject:** RE: Legal ad publishing

**Caution:** This email originated outside our organization; please use caution.

Hi Justin,

Total is \$30.13 if you designate us as your official newspaper. \$128.80 if not.

### **PUBLIC HEARING NOTICE**

#### **CITY OF FALCON HEIGHTS, MINNESOTA**

Notice is hereby given that the Falcon Heights City Council, at its regular meeting on Wednesday, October 23, 2019 at 7:00 p.m. in the City Hall Council Chambers, 2077 Larpenteur Avenue West, will hold a public hearing to consider a Planned Unit Development (PUD) amendment for the property located at 1667 Snelling Ave N, PID 212923110030. Information regarding the proposed changes will be available at City Hall and online at [www.falconheights.org](http://www.falconheights.org).

Justin Markon  
Community Development  
Coordinator

Thanks,  
Josh Windschill  
Star Tribune Advertising

612.673.7688  
[jwindschill@startribune.com](mailto:jwindschill@startribune.com)

Star Tribune Building | 650 3rd Ave S, Suite #1300 | Minneapolis, MN | 55488



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**From:** Place Ads <placeads@startribune.com>  
**Sent:** Wednesday, November 20, 2019 9:28 AM  
**To:** Windschill, Josh <Josh.Windschill@startribune.com>  
**Subject:** FW: Legal ad publishing

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**From:** Justin Markon <[justin.markon@falconheights.org](mailto:justin.markon@falconheights.org)>  
**Sent:** Wednesday, November 20, 2019 8:50 AM  
**To:** Place Ads <[placeads@startribune.com](mailto:placeads@startribune.com)>  
**Subject:** RE: Legal ad publishing

Hi Josh,

Thanks for the information! Could you provide a price example on the attached notice?

-Justin

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**From:** Place Ads [<mailto:placeads@startribune.com>]  
**Sent:** Tuesday, November 19, 2019 4:12 PM  
**To:** Justin Markon <[justin.markon@falconheights.org](mailto:justin.markon@falconheights.org)>  
**Subject:** RE: Legal ad publishing

**Caution:** This email originated outside our organization; please use caution.

Hi Justin,

If your city designates Star Tribune as your official newspaper the pricing is \$1.31/line otherwise it's \$5.60/line. You can email a couple notices to us and we can provide proof/pricing for examples of total cost.

Thanks,  
Josh Windschill  
Star Tribune Advertising

612.673.7688  
[jwindschill@startribune.com](mailto:jwindschill@startribune.com)

Star Tribune Building | 650 3rd Ave S, Suite #1300 | Minneapolis, MN | 55488



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**From:** Justin Markon <[justin.markon@falconheights.org](mailto:justin.markon@falconheights.org)>  
**Sent:** Tuesday, November 19, 2019 4:02 PM  
**To:** Windschill, Josh <[Josh.Windschill@startribune.com](mailto:Josh.Windschill@startribune.com)>  
**Cc:** Place Ads <[placeads@startribune.com](mailto:placeads@startribune.com)>  
**Subject:** Legal ad publishing

Hello Josh,

My name is Justin, and I am with the City of Falcon Heights. I received your name as a person to talk with about legal ads in the Star Tribune. Could you please provide a price for printing legal ads in the Strib?

Thanks,  
Justin

*Justin Markon*



***The City That Soars!***

## REQUEST FOR COUNCIL ACTION

<b>Meeting Date</b>	December 11, 2019
<b>Agenda Item</b>	Consent F8
<b>Attachment</b>	N/A
<b>Submitted By</b>	Sack Thongvanh, City Administrator

<b>Item</b>	2020 Cost of Living Adjustments (COLA)
<b>Description</b>	As part of the 2020 Budget process, employee salaries are adjusted based on various factors, one of which is a cost-of-living adjustment (COLA). Incorporated into the approved 2020 budget is a five (5) percent increase for full time employees, including the City Administrator. The five (5) percent increase will also apply to on-call and drill pay for the Fire Department.
<b>Budget Impact</b>	The five percent COLA is incorporated into the approved 2020 Budget.
<b>Attachment(s)</b>	N/A
<b>Action(s) Requested</b>	Staff recommends that the Falcon Heights City Council approve a five percent cost of living adjustment for all full time city employees for 2020 as reflected in the approved 2020 Budget.

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**The City That Soars!**

## REQUEST FOR COUNCIL ACTION

<b>Meeting Date</b>	December 11, 2019
<b>Agenda Item</b>	Consent F9
<b>Attachment</b>	Tort Limit Liability Form
<b>Submitted By</b>	Roland Olson, Finance Director

<b>Item</b>	Statutory Tort Limits Liability Coverage for City in 2020
<b>Description</b>	<p>Effective January 1, 2020, the statutory tort limits for the City of Falcon Heights under our insurance policy with the League of Minnesota Cities Insurance Trust will continue to be \$1,500,000. An individual claimant would be able to recover no more than \$500,000 on any claim to which the statutory tort limits apply. The total which all claimants would be able to recover for a single occurrence to which statutory tort limits apply would be limited to \$1,500,000.</p> <p>The League of Minnesota Cities Insurance Trust is requesting that cities determine if they wish to waive the statutory tort limits for 2019. Under certain circumstances the LMCIT, which represents the city in these claims, may negotiate above the legal liability limit if necessary because some claims like employment are exempt from the cap. The general council from the LMCIT states that cities make different choices depending upon their circumstances. However, they perceived that maintaining the limit was prudent in many cases. The city has had no claims for settlements for several years. Since 2000, the city council has voted <u>not to waive</u> the statutory tort limits.</p>
<b>Budget Impact</b>	NA
<b>Attachment(s)</b>	<ul style="list-style-type: none"> <li>• Liability Coverage Waiver Form from the League of Minnesota Insurance Trust (LMCIT)</li> </ul>
<b>Action(s) Requested</b>	Staff recommends that the city council approve a motion <u>not to waive</u> the city's statutory tort limits for 2020 and authorize the City Administrator to execute all necessary documents.

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**LIABILITY COVERAGE – WAIVER FORM**

**Members who obtain liability coverage through the League of Minnesota Cities Insurance Trust (LMCIT) must complete and return this form to LMCIT before the member’s effective date of coverage. Return completed form to your underwriter or email to [pstech@lmc.org](mailto:pstech@lmc.org).**

*The decision to waive or not waive the statutory tort limits must be made annually by the member’s governing body, in consultation with its attorney if necessary.*

Members who obtain liability coverage from LMCIT must decide whether to waive the statutory tort liability limits to the extent of the coverage purchased. The decision has the following effects:

- *If the member does not waive the statutory tort limits*, an individual claimant could recover no more than \$500,000 on any claim to which the statutory tort limits apply. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would be limited to \$1,500,000. These statutory tort limits would apply regardless of whether the member purchases the optional LMCIT excess liability coverage.
- *If the member waives the statutory tort limits and does not purchase excess liability coverage*, a single claimant could recover up to \$2,000,000 for a single occurrence (under the waive option, the tort cap liability limits are only waived to the extent of the member’s liability coverage limits, and the LMCIT per occurrence limit is \$2,000,000). The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to \$2,000,000, regardless of the number of claimants.
- *If the member waives the statutory tort limits and purchases excess liability coverage*, a single claimant could potentially recover an amount up to the limit of the coverage purchased. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to the amount of coverage purchased, regardless of the number of claimants.

Claims to which the statutory municipal tort limits do not apply are not affected by this decision.

LMCIT Member Name: \_\_\_\_\_

Check one:

- The member **DOES NOT WAIVE** the monetary limits on municipal tort liability established by [Minn. Stat. § 466.04](#).
- The member **WAIVES** the monetary limits on municipal tort liability established by [Minn. Stat. § 466.04](#), to the extent of the limits of the liability coverage obtained from LMCIT.

Date of member’s governing body meeting: \_\_\_\_\_

Signature: \_\_\_\_\_ Position: \_\_\_\_\_

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**The City That Soars!**

## REQUEST FOR COUNCIL ACTION

<b>Meeting Date</b>	December 11, 2019
<b>Agenda Item</b>	Consent F10
<b>Attachment</b>	Resolution
<b>Submitted By</b>	Sack Thongvanh, City Administrator

<b>Item</b>	Appointment of Jim Bykowski to the Board of Water Commissioners for Saint Paul Regional Water Services
<b>Description</b>	<p>On July 9<sup>th</sup>, 1997 the City of Falcon entered into an Agreement between the Board of Water Commissioners to provide water services to properties within the City of Falcon Heights at water rates that will become equal to the rates charged with in the City of St. Paul.</p> <p>The agreement also stated that suburban communities will have representation on the Board of Water Commissioners, that Falcon Heights will convey title to its water facilities to the Board, and Falcon Heights will permit the Board to maintain it mains with the City. The agreement became effective January 1, 1998.</p> <p>Mr. Bykowski represented the City during the last time that the City was required to provide a representative.</p>
<b>Budget Impact</b>	N/A
<b>Attachment(s)</b>	<ul style="list-style-type: none"> <li>• St. Paul Regional Water Agreement</li> <li>• Letter -Appointment to the Board of Water Commissioners Required</li> <li>• Resolution 19-45 Appointing Jim Bykowski to the Board of Water Commissioners for Saint Paul Regional Water Services</li> </ul>
<b>Action(s) Requested</b>	Staff would recommend approval of resolution and appoint Jim Bykowski to the Board of Water Commissioners for Saint Paul Regional Water Services.

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**AGREEMENT BETWEEN  
BOARD OF WATER COMMISSIONERS  
AND  
CITY OF FALCON HEIGHTS**

This **AGREEMENT**, made and entered into as of 9<sup>th</sup> day of July, 1997, by and between the **BOARD OF WATER COMMISSIONERS**, a municipal corporation of the State of Minnesota, hereafter referred to as "Board" or "Water Utility", and the **CITY OF FALCON HEIGHTS**, a municipal corporation of the State of Minnesota, hereafter referred to as "Falcon Heights".

**WITNESSETH:**

**WHEREAS**, The Board has been providing water services to properties located within the City of Falcon Heights continuously since August of 1963 pursuant to the terms of retail Water Service agreements between the Board and Falcon Heights; and

**WHEREAS**, The Board and Falcon Heights have now executed a Memorandum of Understanding, dated October 23, 1996, by which the Board will provide water services to properties within the City of Falcon Heights at water rates that will become equal to the rates charged within the City of Saint Paul, suburban communities will have representation on the Board of Water Commissioners, that Falcon Heights will convey title to its water facilities to the Board, and Falcon Heights will permit the Board to maintain its mains within Falcon Heights' streets.

**NOW THEREFORE** in consideration of the respective covenants contained herein the Board and Falcon Heights do hereby agree as follows:

## ARTICLE I

### Section 1. EFFECTIVE DATE

This agreement will become effective on January 1, 1998 after signing by the designated officials as authorized by resolution of the Board of Water Commissioners and the City of Falcon Heights' City Council.

### Section 2. EXISTING CONTRACTS SUPERSEDED

As of the effective date of this Agreement all previous agreements and contracts existing between the Board and Falcon Heights shall be and are hereby superseded.

### Section 3. BOARD REPRESENTATION BY FALCON HEIGHTS

An ordinance, dated December 11, 1996 by the Saint Paul City Council, has been approved amending the Saint Paul Home Rule Charter so as to increase the membership of the Board of Water Commissioners and allowing the appointment of a suburban representative to the said Board. In accordance with the terms of the amendment to the Saint Paul City Charter, the suburban representative on the Board of Water Commissioners will initially be a resident of the City of Maplewood appointed by the Mayor and City Council of Maplewood and who shall serve for a term of four (4) years. In the event of a tie vote on any issue, the Mayor of Saint Paul shall be considered an ex officio member of the Board with the right to vote to break the tie vote.

Section 4.      **ADDITIONAL SUBURBAN BOARD REPRESENTATION**

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

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

**ARTICLE II**

Section 1.      **BOARD TO EXTEND SERVICE TO FALCON HEIGHTS**

The Board will extend its water service to properties located within the City of Falcon Heights subject to the rules and regulations enacted by the Board of Water Commissioners and in accordance with the terms of this Agreement.

Falcon Heights does hereby concur in the Board's extension of its water service and does hereby grant permission to the Board to construct, operate, maintain, repair and replace its mains and other appurtenances necessary therefore within the streets and right-of-ways within the City of Falcon Heights, including the streets set forth in the attached Exhibit "A", and as may be added by resolution of the Falcon Heights City Council.

## Section 2. AUTHORITY TO EXTEND SYSTEM

Falcon Heights does hereby agree that the Board may use streets and right-of-ways, including public easements, for the purpose of extending the Board's water service system to municipalities beyond the corporate limits of Falcon Heights. Routing of mains and appurtenances will be coordinated with Falcon Heights' City Administrator and subject to the approval of the Falcon Heights City Council, which approval will not be unreasonably withheld. The Board will be solely responsible for all costs associated with the construction of water mains, including the design, construction and street restoration. The Board will reimburse Falcon Heights staff for staff time and expenses incurred for plan reviews.

## Section 3. EXISTING MAINS, APPURTENANCES OWNED BY FALCON HEIGHTS

A) Upon the effective date of this Agreement the Board will assume the maintenance and repair of the existing water mains, fire hydrants, service connections and appurtenances, including street repair and turf maintenance on water service related property, presently owned by Falcon Heights, except as follows.

B) Board and Falcon Heights have jointly identified areas of the existing Falcon Heights system that will require upgrading to be equal to the Board's standards, which are detailed in the attached Exhibit "B". Board will replace, reconstruct or upgrade through maintenance, at its option, those facilities noted in Exhibit "B".

**Section 4. FALCON HEIGHTS TO CONVEY TITLE TO FACILITIES**

Commencing January 1, 1998, water rates to be charged by the Board to properties located within the City of Falcon Heights will be adjusted in accordance with the schedule in Article III. Falcon Heights will, by resolution of its City Council, and by appropriate deed of conveyance acceptable to the Board, convey to the Board all of its right, title and interest to all water mains, fire hydrants, service connections and appurtenances owned by Falcon Heights. On January 1, 1998, or as soon thereafter as is possible. Falcon Heights will also convey fee simple title to the real estate on which any water system appurtenances are located, excluding those facilities which are within public streets or right-of-ways. It is intended by the parties hereto that the said conveyances shall be free and clear of all liens and encumbrances whatsoever, and thereafter title shall remain with the Board except as may be otherwise provided by the terms of this Agreement.

**ARTICLE III**

**Section 1. WATER RATES**

The following schedule of water rates and charges to be made by the Board shall apply to properties located within City of Falcon Heights:

1998	120 percent of Saint Paul rates
1999	120 percent of Saint Paul rates
2000	119 percent of Saint Paul rates
2001	117 percent of Saint Paul rates
2002	114 percent of Saint Paul rates
2003 and thereafter	100 percent of Saint Paul rates

## ARTICLE IV

### Section 1. CONSOLIDATION OR ACQUISITION; FALCON HEIGHTS' OPTIONS

In the event that the Board ceases to operate in its present form due either to consolidation with a local or regional authority or to an acquisition of its assets by another entity, it is the intent of the Board and Falcon Heights to protect the right of Falcon Heights' properties to the continued supply of an adequate water service as well as allow Falcon Heights to be adequately compensated for its previous investments in the water facilities located within Falcon Heights.

Therefore, to the extent legally permissible the Board will insure that in any consolidation or conveyance, Falcon Heights will have the option to either terminate this agreement or negotiate a new water service agreement with the authority or entity.

In the event Falcon Heights should elect to terminate this agreement, then and in that event it is hereby agreed that:

- a) The Board will reconvey title to the facilities and real estate previously conveyed by Falcon Heights pursuant to Article II, Section 4 of this Agreement for the sum of \$1.00.
- b) The Board will require, to the extent legally permissible, that the alternate authority or new owner execute a water service contract with Falcon Heights so as to continue to provide an adequate water service to properties located within Falcon Heights.



- c) The Board will be compensated for the depreciated value of all water mains and other water service facilities, including water meters, fire hydrants, and other appurtenances, constructed by the Board within Falcon Heights from and after the date of the execution of this Agreement. It is contemplated that the Board will receive compensation from the alternate water authority or new owner, and not from Falcon Heights.

In the event that Falcon Heights elects not to terminate this Agreement, the Board will require that the alternate authority or new owner assume the Board's contractual obligations as set forth in this Agreement, and will require that Falcon Heights be compensated for the amortized value of the facilities and real estate previously conveyed to the Board pursuant to Article II, Section 4, of this Agreement.

## Section 2. FACILITIES INVESTMENT

The Board will monitor and track all water system infrastructure investments within Falcon Heights to identify to what degree those investments benefit or do not benefit Falcon Heights.

The Board will monitor and track its investment in major infrastructure investments in the service system, treatment plant, and transmission mains outside of Falcon Heights to identify if those investments benefit Falcon Heights and to what degree. Falcon Heights will furnish the Board with the asset value of its existing water system for the Board's records.

**ARTICLE V**  
**NEW WATER SYSTEM DEVELOPMENT**

**Section 1. MAINS CONSTRUCTED BY FALCON HEIGHTS**

Where Falcon Heights is installing, or having installed, in a designated project new water mains, service connections and appurtenances for the distribution of water within the corporate limits of Falcon Heights all construction shall be in accordance with specifications and standards of the Board. Plans of all extensions to the water system by Falcon Heights shall be submitted for approval by the Board before advertising for bids, the awarding of contracts and actual construction is begun. This initial construction for water system expansion shall be considered development costs and shall be provided at no expense to the Board. Falcon Heights agrees to provide the Board with "as-built plans" of all extensions of the water system.

**Section 2. NEW FACILITIES; FURNISHED BY BOARD**

The Board may construct and maintain new water service facilities and appurtenances, including any and all extensions of such facilities and appurtenances. Title to all such facilities shall be held by the Board.

**Section 3. WARRANTY**

The Board and Falcon Heights further agree that as Falcon Heights constructs and contracts for the construction of new mains, services and appurtenances to be connected to the system and supplied with water by the Board that the Board shall not be responsible for the

maintenance or repairs to such newly constructed additions to the water supply system until one (1) year from the date the same have been placed in operation, or until the Board has notified Falcon Heights in writing of the acceptance of such installation, whichever date is earlier. At such time that the Board assumes responsibility for the maintenance and repair of said new water system facilities, Falcon Heights will convey said facilities according to the conditions of Article II, Section 4.

#### Section 4. STANDARDS

Water mains, services and appurtenances shall be to the established standards, rules and regulations as are in effect at the execution of the agreement and as may thereafter be established by the Board.

The Falcon Heights and Board staffs shall meet annually to discuss standards relating to water system construction. Where differences in standards are not resolved at the staff level the Board will make the decision.

#### Section 5. SERVICE CONNECTIONS APPLICATIONS

New applications for water service connections shall be made to and through the Board, and each applicant shall furnish the Board a certified street address established by Falcon Heights. An initial \$75.00 administrative fee shall be paid the Board for each service connection to reimburse the Board its costs to establish a new account. No new service connection work shall be performed by Falcon Heights or its agent until the Board's application process has been completed and inspection of the installation work scheduled by the Board.

Section 6. SERVICE CONNECTIONS-INSTALLED BY BOARD

It is agreed that all service connections, except in designated projects, from the main to the property line shall be installed by the Board under rules identical with those in effect in the City of Saint Paul or as may hereafter be modified by the Board. The charges for such service connections shall be in accordance with the schedule of charges established from time to time by the Board for customers outside city limits of Saint Paul, provided, however, that the Board shall not charge Falcon Heights customers more than the charges made to any customer in Saint Paul for like service. New applications for water service connections shall be made to and through the Board, and each applicant shall furnish the Board a certified street address established by Falcon Heights.

Section 7. SERVICE CONNECTION GUARANTEE BY BOARD

The Board will make all necessary repairs and maintenance to that part of the service connection located within the public street right-of-way, under rules identical with those in effect in the City of Saint Paul. This shall apply to all existing and future service connections constructed to Saint Paul standards. Service connections from private mains or a system not served by the Board's water supply shall not be guaranteed.

Section 8. PIPING, FIXTURE, ETC.

Falcon Heights shall, by the enactment of suitable rules, regulations or ordinances, require that all interior piping, fixtures, accessories, or on premises piping in any manner connected to the public water system supplied by the Board, shall be of the same materials, installed in the same manner and meet the same standards as are required for the same or similar work in the City of Saint Paul.

**Section 9. RIGHT TO INSPECT**

The Board, through its officers, agents and employees, shall have the right at all times to examine, inspect and test any materials or workmanship used or to be used in connection with the waterworks system within Falcon Heights and supplied with water by the Board or connections thereto, for the purpose of determining whether or not they comply with the foregoing provisions, and shall have the right to examine and inspect the materials and workmanship and method of installation of house plumbing connecting with said waterworks system for the same purpose.

**ARTICLE VI  
ELEVATED TANKS**

**Section 1. RADIO ANTENNAS ON ELEVATED TANKS**

The Board has formulated a policy and fee schedule for permitting the installation of communication antennas on its elevated tanks, standpipes and ground installations. The Board would expect to process any future requests for sites in accordance with the policy and fee schedule in effect. The Board recognizes that facilities on elevated tanks, standpipes and ground installation poles and towers will require input from Falcon Heights City Council and staff and the neighborhood. The Board will submit valid requests for said radio communications to Falcon Heights for comment, review, any necessary neighborhood hearings and impact and City Council approval.

**ARTICLE VII**  
**RIGHT OF WAY CHANGES**

Any and all expenses or costs accruing to the water system in Falcon Heights in connection with the maintenance, reconstruction, grinding, overlaying or paving of public streets, alleys or rights-of-way resulting from the action of Falcon Heights, County of Ramsey or State of Minnesota as such changes affect the water system shall be the responsibility of Falcon Heights.

Where changes in elevation over the water system are proposed by Falcon Heights on public streets, alleys or rights-of-way, that street design shall be reviewed with the Board. The Board and Falcon Heights agree that the Board's standards pertaining to elevation changes shall apply. Where elevation changes are greater than the parameters outlined in the standards any and all expenses or costs accruing to the water system in Falcon Heights shall be the responsibility of Falcon Heights.

**ARTICLE VIII**  
**METERS AND METER READING**

Section 1.     **BOARD TO FURNISH METERS**

The Board shall furnish and install and maintain all customers' meters.

Section 2.     **BILLING AND COLLECTION**

The Board shall have full responsibility for reading meters, billing and collection of accounts.

## ARTICLE IX

### SANITARY SEWER COLLECTION SERVICES

#### Section 1. SANITARY SEWER BILLING

Falcon Heights agrees to have the Board perform the billing, collection and customer service functions for residential, industrial and commercial sanitary sewer service to those properties where the water system supplies water service and those properties served by groundwater through wells.

For sewer billing purposes, the designation of each account as either residential, industrial or commercial will be determined by Falcon Heights and provided to the Board. Falcon Heights will also designate any residential accounts qualifying for the senior citizen discount rate, if any. The Board will bill Falcon Heights industrial and commercial sewer accounts on a volume basis and residential sewer accounts on a flat rate basis. All designated residential sewer accounts will be billed on the same cycle as established by the Board for water billing purposes. The Board will bill industrial and commercial accounts on the same monthly billing cycle as established by the Board for water billing.

Falcon Heights will determine and provide to the Board the minimum sewer charge to industrial and commercial volume based designated accounts. A minimum sewer charge will be applied to any volume based account when there is no water consumption and where no notice to shut off or discontinue water service to the account has been received by the Board.

Falcon Heights will establish the flat rate for residential and volume rate for industrial and commercial accounts, the minimum rates for no consumption accounts and these rates will be provided to the Board at least 30 days prior to any billing to which the rates are to be applied.

Any senior citizen rates, rental rate, any rate adjustment because of a sewer volume reduction due to product, special lawn sprinkling, or similar usage, or other special rates, if any, to be applied to any account will be determined by Falcon Heights and also provided to the Board at least 30 days prior to any billing to which the rates are to be applied. All rate changes will be provided to the Board by disk format or any other format acceptable to the Board.

When water and sewer account bills are not paid and become delinquent the Board will certify these delinquent accounts to Ramsey County for collection along with taxes. The City Council of Falcon Heights will adopt an ordinance giving the Board authority to certify delinquencies in accounts to the property tax and provide a copy to the Board within 60 days of the execution of this agreement.

The Board will handle all questions, complaints, notifications, routine adjustments, partial payments, collections, etc., in the same manner as it presently does for water billing procedures. The Board will furnish a monthly report of sanitary sewer account billings and adjustments to Falcon Heights. Board will remit monthly payment of sanitary sewer collections minus the Board's service fees. Board will provide the initial programming and water account changes to accommodate the sanitary sewer billing and will charge Falcon Heights no more than \$5,000 for said programming and changes.

The Board will initially charge Falcon Heights \$1.60 per bill, per account for the residential flat rate billing service for the year 1997. The Board will initially charge Falcon Heights \$1.80 per bill, per account for billing commercial and industrial volume based rate billing service for the year 1997. The annual billing charge for residential, commercial and industrial accounts will increase at the same percentage increase as the residential water rate



increase. Each month the Board will send to Falcon Heights the billed sanitary sewer charges, plus or minus any adjustments, less the service charge per bill, per account.

At intervals of every five years Falcon Heights and the Board agree that a cost analysis of the annual billing charge will be conducted. The sanitary sewer billing service discussed in this section may be terminated by either party at the end of any even-numbered year, commencing in 1998, providing that six months written notice is provided to the other party.

The Board will collect a late payment charge that will be applied to any sanitary sewer late payments. This late payment charge will be retained by the Board. Reports rendered to Falcon Heights will be in a form approved by Falcon Heights.

## **ARTICLE X**

### **STORM SEWER, SURCHARGE AND RECYCLING**

#### **COLLECTION SERVICES**

##### **Section 1. BILLING AND COLLECTION OF STORM SEWER, SURCHARGE AND RECYCLING CHARGES**

Falcon Heights agrees to have the Board perform the billing and collection functions for residential, industrial and commercial storm sewer service, surcharge and recycling service to those properties where the water system supplies water service and to those properties served by groundwater through wells.

The designation of each account as either residential, industrial or commercial will be determined by Falcon Heights and provided to the Board. All storm sewer, surcharge and recycling charges will be billed and collected by the Board on the same cycle as has been established by the Board for water billing purposes.

Falcon Heights will establish the appropriate rate per bill, per account for residential, industrial and commercial storm sewer, surcharge and recycling charges and will provide said rate to the Board by electronic format. The account designation and the appropriate rates will be provided to the Board at least 30 days prior to any billing to which the rates are to be applied. Any senior citizen rates, rental rates, rate adjustments due to product, or other special rates to be applied to any account will be determined by Falcon Heights and provided to the Board at least 30 days prior to any billing to which the rates are to be applied.

Any lot and/or parcel descriptions or redescrptions or any other changes that will effect the proper application of storm sewer, surcharge and recycling charges to the affected addresses in the Board's data base will be determined by Falcon Heights and furnished to the Board at least 30 days prior to any billing. The method and form of notice to the Board will be electronically transmitted to the Board by disk format or other format acceptable to the Board.

Where any portion of the water bill is not paid, including storm sewer, surcharge and recycling charges, the Board's established procedures and rules for collection of unpaid or delinquent bills will be applied, including certifying delinquent accounts to Ramsey County for collection along with taxes. Falcon Heights will adopt an ordinance giving the Board authority to certify storm sewer, surcharge and recycling charges delinquencies in accounts to the property tax.

Each month the Board will provide Falcon Heights with a sanitary sewer report and a report of storm sewer, surcharge and recycling billings, along with any adjustments thereto. Board will remit monthly fees collected minus the Board's billing service fees. The initial programming and water account changes designed to accommodate the storm sewer, surcharge and recycling billing and collection will be included in the charges for sanitary sewer programming adjustments.

The Board will initially charge Falcon Heights \$0.08 per bill, per account, for storm sewer billing and collection, \$0.02 per bill, per account for surcharge billing and collection and \$0.02 per bill, per account, for recycling billing and collection. The annual billing charge for storm sewer, surcharge and recycling billing and collection will increase at the same percentage increase as the residential water rate increase.

A review of billing charges for the storm sewer, surcharge and recycling charges will be conducted, by the Board at intervals of five years, and concomitant with the sanitary sewer charges cost analysis. The annual billing charge percentage rate increase, between five year intervals, will accumulate until the increases in the charges can be rounded-up to the next whole number; see Exhibit "C". Each month the Board will send to Falcon Heights the billed storm sewer, surcharge and recycling charges, plus or minus any adjustments, less the storm sewer, surcharge and recycling charge per bill, per account.

The Board will collect a late charge that will be applied to any storm sewer, surcharge and recycling late payments. This late payment charge will be retained by the Board.

Questions regarding storm sewer, surcharge and recycling charges will be handled by Falcon Heights.

**ARTICLE XI**  
**OPTIONAL SERVICES**

**Section 1.     OPTIONAL BILLING, COLLECTION AND INFORMATIONAL SERVICES**

The Board may provide billing and collection services for other functions performed by Falcon Heights (for example: refuse) if Falcon Heights desires such services from the Board. Such services shall be provided only for properties where the water system supplies water service and those properties served by groundwater through wells.

Falcon Heights will pay costs relative to the programming and set-up costs necessary to implement the optional billing and collection system for which Falcon Heights will pay the Board a monthly payment to be agreed upon by the parties hereto.

The Board will send a monthly payment to Falcon Heights equal to the amount of billings received during the month ( less the agreed upon collection charge).

**Section 2.     BILLING INSERTS**

Falcon Heights may provide materials to be inserted with the sewer and water bills, with the prior approval of the Board, at a reasonable charge to Falcon Heights for the bill-stuffing process. Said material shall not cause the mailing to exceed the postal weight limit.

## ARTICLE XII

### Section 1. SUPPLEMENTAL WATER SUPPLY

No supplemental supply of water shall be connected to the water system being served by the Board without the prior approval of the Board.

This agreement shall not preclude Falcon Heights from establishing a portion of its water system to be supplied from any source approved by the Minnesota Department of Health in areas where water supply from the Board is impractical or unworkable, or in such cases where a central water supply system may be constructed and installed for a housing development prior to the time that water mains supplying the area with water purchased from the Board can be extended. However, in no case shall there be direct connections between the Board's supply system and other supplies, and when the Board's supply system is practical and workable, the other supply shall be discontinued. Existing private wells are exempted from this requirement to be discontinued.

## ARTICLE XIII

### Section 1. RULES AND REGULATIONS

The use and distribution of water in Falcon Heights, derived from the supply furnished from the Board, shall at all times be governed by rules, regulations, policies, and conditions which the Board has heretofore adopted for the City of Saint Paul, or which it may hereafter adopt concerning the preservation, regulation and protection of its water supply, including water waste, water conservation, sprinkling restrictions and water use for air conditioning equipment;

and as more fully detailed in Board of Water Commissioners--Water Code dated November 1, 1996 and Saint Paul Water Utility Standards for Installation of a Water Mains dated April 1997, or latest versions thereof.

Falcon Heights agrees to enact such rules, regulations, policies, and conditions into ordinances and make them legally effective and binding within sixty (60) days after the execution of this contract, and to enact any amendments thereto adopted by the Board within sixty (60) days after being notified of such adoption, and to adopt suitable penalties for the violation of rules, regulations, policies and conditions, and to strictly enforce such rules, regulations and requirements.

#### Section 2. BOARD'S JURISDICTION IN FALCON HEIGHTS

It is further agreed that the Board, through its officers, agents and employees, shall have the same authority and jurisdiction in the enforcement of such rules and regulations in Falcon Heights that the Board has in the City of Saint Paul.

#### Section 3. FALCON HEIGHTS' PERMITTING AUTHORITY

Falcon Heights does issue permits to other governmental and private agencies for the installation of natural gas, telephone, cable and other facilities. Falcon Heights will coordinate said permits with the Board to assure no location conflicts occur.

## ARTICLE XIV

### FIRE PROTECTION SERVICE AND HYDRANT USE

#### Section 1. HYDRANTS

Hydrant use for purposes other than fire fighting by Falcon Heights shall be subject to the same rules and regulations applied by the Board in the City of Saint Paul.

#### Section 2. INSPECTION OF HYDRANTS

An annual inspection of all hydrants located in Falcon Heights will be conducted by Board crews. Repair and maintenance work required on hydrants in Falcon Heights will be conducted by Board in the same manner as work conducted in the City of Saint Paul.

#### Section 3. PAINTING OF HYDRANTS

The Board will paint the hydrants in Falcon Heights, and shall do so in accordance with the Board's established standards for such work. Falcon Heights may designate a hydrant cap color code to distinguish dead end mains, circulating mains and selected criteria.

#### Section 4. HYDRANT NOZZLE THREADS

Falcon Heights has selected the Saint Paul Standard for hydrant nozzle threads. The Board will recognize and maintain the desired thread for hydrants within Falcon Heights.

Section 5. RELOCATIONS AND ADJUSTMENTS

Where relocations or adjustments of fire hydrants are necessary due to public works projects the Board will perform the required work and Falcon Heights will reimburse the Board for the costs thereof.

Section 6. FIRE USE

Falcon Heights will pay the Board for all water used for fire fighting use and equipment testing annually at the lowest step rate in effect. Falcon Heights will furnish to the Board the estimated volume of water used in the previous year by March 1 of the following year.

Section 7. STREET CLEANING

Falcon Heights agrees to keep record of all water used for street sprinkling, street flushing, sewer maintenance and/or related use and to pay annually to the Board at the lowest step rate in effect.

Section 8. LOCATION MARKERS

Where it is necessary for the location of fire hydrants to be marked with flags, signage, etc. for fire fighting or other purposes Falcon Heights will pay for said markers and will assume the costs thereof including installation, maintenance and liability.

Section 9. SNOW REMOVAL

Any snow removal from and around fire hydrants for any purpose, shall be performed by Falcon Heights at its expense.



## **ARTICLE XV**

### **AGREEMENT AMENDMENTS**

#### **Section 1. Agreement Amendments**

Falcon Heights and the Board agree that from time to time changes to this agreement may be necessary. Falcon Heights and the Board agree that said changes will be in the form of addendums to this agreement duly approved by and executed on behalf of the respective parties.

## **ARTICLE XVI**

### **BOARD'S DUTY TO SUPPLY WATER**

#### **Section 1. CAUSE FOR TERMINATION**

The Board is responsible to provide an adequate of quantity of water to properties located within the City of Falcon Heights, and to provide normal maintenance and repair to all of the facilities operated by Board in the supply of water.

#### **Section 2. NOTICE TO BOARD**

In the event that Falcon Heights should deem that the Board has failed in its obligations to supply an adequate water supply and normal maintenance of the facilities, or should find cause that the Board is failing in its provision of services Falcon Heights shall notify the Board in writing setting forth the specific details of any such failures.

### Section 3. CORRECTIVE ACTION

Board will undertake to correct the specified faults and will do so within 60 days from the date that the written notification is received by the Board. Falcon Heights will be notified in writing within the specified 60 day period what necessary corrective actions had been taken, if any, and any explanation if the Board disagrees with any of Falcon Heights' complaints.

### Section 4. MEDIATION

Following the specified 60 day period and in the event Falcon Heights deems that sufficient corrective actions have not been taken, then and in that event Falcon Heights may require that its complaints be submitted to mediation by a panel of three (3) persons. Falcon Heights and Board may each appoint a representative to the panel, and the two appointed members will select the third member. The panel shall provide an opportunity to both Falcon Heights and Board to express its opinions as to whether the Board is not providing an adequate quantity of water supply to Falcon Heights properties, or is failing to provide normal maintenance to the mains, valves and hydrants located within the City of Falcon Heights.

### Section 5. OPTION TO TERMINATE, FIVE YEAR NOTICE

The panel will submit its findings, conclusions and recommendations to Falcon Heights and Board within 60 days. In the event the panel should confirm Falcon Heights' complaints, then and in that event Falcon Heights may elect to terminate this Agreement by giving written notice to that effect to the Board. Notice of termination will specify the effective date of termination, which in any event will not occur until at least five (5) years following the date of election to terminate.

**Section 6. RECONVEYANCE; COMPENSATION**

Upon the effective date of termination of this Agreement the Board will reconvey title to the facilities and real estate previously conveyed by Falcon Heights pursuant to Article II, Section 4 of this Agreement for the sum of \$1.00, and Falcon Heights will compensate the Board for the depreciated value of all water mains and other water service facilities, including water meters, fire hydrants, and other appurtenances, constructed by the Board to serve the Falcon Heights system from and after the date of the execution of this Agreement.





**LIST OF CITY  
STREETS**

**EXHIBIT "A"**

**WATER MAINS WITH  
BREAK FREQUENCY THAT  
WOULD REQUIRE REPLACEMENT**

Folwell Street	(6") - Fulham to Northrup	700 ft
Northrup Street	(6") - Folwell to Hoyt	550 ft
Maple Knoll	(6") - Fry to Garden Street	660 ft
Snelling Avenue	(6") - Hoyt to Idaho	660 ft

**EXHIBIT "B"**

**FALCON HEIGHTS HYDRANT SPACING**

**GREATER THAN 600 FEET**

<b><u>Flat</u></b>	<b><u>Hydrant Spacing</u></b>	<b><u>Location</u></b>
N-3	800'	Larpenteur Avenue (To be done by Falcon Heights)
N-5	850'	Asbury - Garden to Crawford
	1,100'	Holton - Garden to Larpenteur
	875'	Pascal - Garden to Crawford
	875'	Simpson - Garden to Crawford

**EXHIBIT "B"**



EXHIBIT "C"

Example

Storm sewer charge (year 1997)  
per bill, per account = \$0.08

Assume percent increase in  
residential rate = 3.5

Typical Calculation

Actual Charge

1997	Charge	=	\$0.08	\$0.08
1998	$\$0.08 \times 1.035$	=	\$0.0828	\$0.08
1999	$\$0.0828 \times 1.035$	=	0.0857	\$0.09
2000	$0.09 \times 1.035$	=	0.0932	\$0.09
2001	$0.0932 \times 1.035$	=	0.0965	\$0.10

EXHIBIT "C"

CITY OF ST. PAUL  
OFFICE OF THE BOARD OF WATER COMMISSIONERS  
RESOLUTION — GENERAL FORM

No. 4507

PRESENTED BY  
COMMISSIONER Morton

DATE June 9, 1997

**WHEREAS,** The Board and City of Falcon Heights did originally enter into an Agreement on August 30, 1963, subsequently amended March 16, 1979, and as amended January 22, 1986, which provided retail water service to residents of Falcon Heights; and

**WHEREAS,** The Board and City of Falcon Heights entered into a Memorandum of Understanding on October 23, 1996, whereby the staffs of both the Board and Falcon Heights pursued possible agreement language where the water rates charged in Falcon Heights would equal those charged in Saint Paul; where Falcon Heights would have representation on the Board and where the Board would own and operate Falcon Heights' water system; and

**WHEREAS,** Falcon Heights and Board staffs have met and reached agreement on appropriate language that will equalize water rates charged in Falcon Heights and Saint Paul; will result in Falcon Heights representation on the Board; will result in the conveyance of title to the Board of Falcon Heights' water system and will establish mutually acceptable language regarding other pertinent subjects pertaining to the ownership and operation of Falcon Heights' water system by the Board and thereby, staff does recommend the Board approve said attached Agreement; now, therefore, be it

**RESOLVED,** That the Board does concur with the staff recommendation and does hereby authorize and direct the proper officers of the Board to execute said Agreement on behalf of the Board; and, be it

**FURTHER RESOLVED,** That the Board does hereby request that the Saint Paul City Council concur in said Board Agreement approval.

**Water Commissioners**

**Yeas**

**Nays**

Arcand  
Collins  
Haselmann  
Morton

President Harris

In favor 5

Opposed 0

**Adopted by the Board of Water Commissioners**

June 9, 1997

*Janet Lindgren*

SECY.

9-1997-E-02

No. 97-16

CITY OF FALCON HEIGHTS  
COUNCIL RESOLUTION

Date: May 14, 1997

-----  
A RESOLUTION APPROVING AN AGREEMENT TRANSFERRING OWNERSHIP OF  
THE FALCON HEIGHTS WATER SYSTEM TO THE  
ST. PAUL WATER UTILITY

WHEREAS, the city council has investigated turning ownership and maintenance of the Falcon Heights water system to the St. Paul Water Utility; and

WHEREAS, Falcon Heights will benefit from such an arrangement by turning over future costs and management of the system while reducing the rate at which Falcon Heights users pay for water; and

WHEREAS, Falcon Heights will also benefit by being represented by a suburban representative on the board of the St. Paul Water Utility; and

WHEREAS, the St. Paul Water Utility will benefit by having a guarantee that Falcon Heights will be a part of its water system over the coming years.

NOW, THEREFORE, BE IT RESOLVED that the Falcon Heights City Council approves the agreement transferring the Falcon Heights water system to the ownership of the St. Paul Water Utility.

Moved by: Kuettel

GEHRZ 4 In Favor  
GIBSON TALBOT (absent)  
HUSTAD 0 Against  
JACOBS  
KUETTEL

Approved by: Austin J. Hehr  
Mayor  
May 14, 1997  
Date

Attested by: Carla Asleson  
City Clerk  
May 14, 1997  
Date

9-1997-E-03

ORIGINAL RESOLUTION  
 CITY OF SAINT PAUL, MINNESOTA

Presented By \_\_\_\_\_  
 Referred To \_\_\_\_\_ Committee: Date \_\_\_\_\_

1 WHEREAS, The Board and City of Falcon Heights did originally enter into an Agreement on  
 2 August 30, 1963, subsequently amended March 16, 1979, and as amended January 22, 1986,  
 3 which provided retail water service to residents of Falcon Heights; and  
 4

5 WHEREAS, The Board and City of Falcon Heights entered into a Memorandum of  
 6 Understanding on October 23, 1996, whereby the staffs of both the Board and Falcon Heights  
 7 pursued possible agreement language where the water rates charged in Falcon Heights would  
 8 equal those charged in Saint Paul in the year 2003; where Falcon Heights would have  
 9 representation on the Board through the Maplewood representative and where the Board would  
 10 own and operate Falcon Heights' water system; and  
 11

12 WHEREAS, Falcon Heights and Board staffs have met and reached agreement on appropriate  
 13 language that will equalize water rates charged in Falcon Heights and Saint Paul; will result in  
 14 Falcon Heights representation on the Board; will result in the conveyance of title to the Board of  
 15 Falcon Heights' water system and will establish mutually acceptable language regarding other  
 16 pertinent subjects pertaining to the ownership and operation of Falcon Heights' water system by  
 17 the Board and thereby, and the Board did approve said attached Board Resolution; now,  
 18 therefore; be it  
 19

20 RESOLVED, That the City Council does concur with the actions of the Board of Water  
 21 Commissioners for approval of a new Agreement between the Board and the City of Falcon  
 22 Heights.

	Yea	Nay	Absent
Blakey	✓		
Bostrom	✓		
Morton	✓		
Harris	✓		
Mogard	✓		
Collins	✓		
Thoma	✓		
	7	0	0

Adopted by Council: Date July 9, 1997

Adoption Certified by Council Secretary

By: [Signature]

Approved by Mayor: Date 7/13/97

By: [Signature]

Requested by Department of:

Water Utility

By: Beverly R. Gullett  
 General Manager

Form Approved by City Attorney

By: Philip B. Byrne 6-25-97

Approved by Mayor for Submission to Council

By: [Signature] 9-1997-E-04  
 114 of 196

Agreement # 02-10355-I

**AMENDMENT NO. 1**  
to  
**AGREEMENT BETWEEN**  
  
**BOARD OF WATER COMMISSIONERS**  
and  
**CITY OF FALCON HEIGHTS**

This **AMENDMENT NO. 1 TO AGREEMENT** entered into this 10<sup>th</sup> day of March, 2009, by and between the **BOARD OF WATER COMMISSIONERS**, a municipal corporation of the State of Minnesota (the "Board"), and the **CITY OF FALCON HEIGHTS**, a municipal corporation of the State of Minnesota ("Falcon Heights").

**WITNESSETH:**

**WHEREAS**, Falcon Heights and the Board entered into an agreement dated July 9, 1997 for the provision of water service by the Board to properties within Falcon Heights (the "Agreement"); and

**WHEREAS**, Article XV of the Agreement allows for amendments to the original agreement, and

**WHEREAS**, in order to provide the greatest efficiency and to minimize traffic disruptions and replacement costs, the parties desire that the Board whenever possible perform water main replacement and/or other water system repair work in conjunction with Falcon Heights street paving projects.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the parties mutually agree to amend the Agreement in the manner described below.

1. The following is hereby added to the Agreement:
  - A. When it is possible to coordinate Board water facility work with a Falcon Heights street paving project, it is mutually agreed:
    - 1) Falcon Heights and Board shall negotiate a Cooperative Cost Share Understanding (the "Understanding") which shall define the work responsibilities and cost obligations of both parties.
    - 2) The Understanding shall be approved by Saint Paul Regional Water Services General Manager on behalf of the Board.

- 3) The Understanding shall be approved by Falcon Heights city council on behalf of Falcon Heights.
  - B. Upon completion of work, or periodically during construction, an itemized invoice of charges for the work defined in the Understanding shall be transmitted to the other party. Payment shall be issued within 30 days following review and approval of the charges.
2. Except as modified herein, the terms of the Agreement shall remain in full force and effect.

[Remainder of page is left intentionally blank]









BOARD OF WATER COMMISSIONERS  
RESOLUTION — GENERAL FORM

No. 7019

PRESENTED BY  
COMMISSIONER

Rossbach

DATE

March 10, 2009

**WHEREAS**, the City of Falcon Heights and the Board of Water Commissioners entered into a agreement dated July 9, 1997 whereby the Board would provide water service to the City of Falcon Heights at water rates that would become equal to the rates charged within the City of Saint Paul (the "Agreement") and, in return, the City of Falcon Heights would convey title to its water facilities to the Board; and

**WHEREAS**, the parties desire that whenever possible, the Board shall perform water main replacement or other water system repair work in conjunction with Falcon Heights street paving projects in order to provide the greatest efficiency and to minimize traffic disruptions and replacement costs; and

**WHEREAS**, when such coordination is possible, the Board desires to utilize Falcon Heights street project contractor to provide work necessary to support the Board's water main work within such project areas, and Falcon heights is willing to provide such support work with its street project contractor; and

**WHEREAS**, staff has prepared an Amendment No. 1 to Agreement which sets forth the terms and conditions for the provision and payment of such support work, and recommends approval of said Amendment; now, therefore, be it

**RESOLVED**, that the Board of Water Commissioners does hereby approve Amendment No. 1 to Agreement between the Board of Water Commissioners and the City of Falcon Heights for the provision of water facility support work by the City of Falcon Heights for Board construction projects within Falcon Heights street projects, and that the proper officers are hereby authorized and directed to execute said Amendment No. 1 on behalf of the Board, following approval by the assistant city attorney.

**Water Commissioners**

**Yeas**                      **Anfang**                      **Nays**

Kleindl

Rossbach

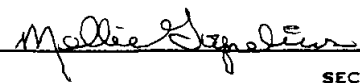
Vice President Zanmiller

Adopted by the Board of Water Commissioners

March 10, 20 09

In favor 4

Opposed 0

  
\_\_\_\_\_  
SECY.

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

AGENDA

February 25, 2009

- A. CALL TO ORDER: 7:00 PM
- B. ROLL CALL: LINDSTROM AB HARRIS X KUETTEL X  
 LONG X MERCER-TAYLOR X  
 MILLER X
- C. PRESENTATIONS: 2008 Police Report, Chief John Ohl
- D. APPROVAL OF MINUTES: January 28, 2008 APPROVED
- E. PUBLIC HEARINGS:
- F. CONSENT AGENDA: ALL ITEMS APPROVED; KUETTEL MOVED 4-0
1. General Disbursements through 2/20/09 : \$265,262.60  
 Payroll through 1/30/09: \$17, 902.33  
 Payroll through 2/13/09: \$13,295.34
  2. City License Renewals
  3. Appointment of new firefighter, Chris Radic
  4. Appointment of Anton Fehrenbach to 4<sup>th</sup> Captain
  - \* 5. Amendment #1 to Agreement with St. Paul Regional Water Services
  6. 2009 Sanitary Sewer Chemical Root Control Contract
  7. 2009 Sanitary Sewer Cleaning Program
  8. Appoint to Environment Commission
- G: POLICY ITEMS:
1. Falcon Heights/Lauderdale Fun Run event - APPROVED; MERCER-TAYLOR MOVED 4-0
  2. Receive 2009 Pavement Management Plan Feasibility Study and Setting of Public Hearing - APPROVED; LONG MOVED 4-0
- H. INFORMATION/ANNOUNCEMENTS: NONE
- I. COMMUNITY FORUM:
- J. ADJOURNMENT: MEETIN ADJOURNED AT 8:00PM

**Agreement # 02-10355-I**

**AMENDMENT NO. 2  
to  
AGREEMENT BETWEEN**

**BOARD OF WATER COMMISSIONERS  
and  
CITY OF FALCON HEIGHTS**

This **AMENDMENT NO. 2 TO AGREEMENT** entered into this 9<sup>th</sup> day of February, 2010, by and between the **BOARD OF WATER COMMISSIONERS**, a municipal corporation of the State of Minnesota (the "Board"), and the **CITY OF FALCON HEIGHTS**, a municipal corporation of the State of Minnesota ("Falcon Heights").

**WITNESSETH:**

**WHEREAS**, Falcon Heights and the Board entered into an agreement dated July 9, 1997 for the provision of water service by the Board to properties within Falcon Heights (the "Agreement"); and

**WHEREAS**, Article XV of the Agreement allows for amendments to the original agreement; and

**WHEREAS**, Falcon Heights at this time desires that the Board provide street lighting fee ("Street Lighting Fee") billing and collection services to properties within Falcon Heights on its behalf, and the Board desires to provide such services in accordance with said Article XV.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the parties mutually agree to amend the Agreement in the manner described below.

1. The following Street Lighting Fee billing terms and conditions are hereby added to the Agreement:
  - A. Board Responsibilities
    - 1) The Board will provide current electronic account data to Falcon Heights to assist Falcon Heights in allocating Street Lighting Fees to water/sewer accounts.
    - 2) The Board will provide the work necessary to include Falcon Heights Street Lighting Fees in the Board's billing system. The Street Lighting Fee shall be appropriately displayed on the Board's water/sewer bill form.
    - 3) The Board will provide descriptive information on the water/sewer bill form regarding the Street Lighting Fee, as permitted by and within limitations of the Board's water/sewer bill form.

- 4) The Board will provide month-end reports to Falcon Heights, which will list the number of bills charged a Street Lighting Fee and the amount charged.
- 5) The Board will provide to Falcon Heights the Street Lighting Fee payments it collects, less compensation for providing billing services. Payments not received by the Board for the Street Lighting Fee may be withheld from monies due Falcon Heights until collection is made. The necessity of such withholdings will be determined by Board staff on a case-by-case basis, and such withholdings and collections will be included as a line item in the month-end reports to Falcon Heights.

B. Falcon Heights Responsibilities

- 1) Falcon Heights will provide the Board with the text it wishes the Board to include on the front and back of the water/sewer bill form.
- 2) For each property to be billed a Street Lighting Fee, Falcon Heights will provide in an electronic format approved by Board: (1) water service account number, (2) the property address of the account, and (3) the amount of the Street Lighting Fee to be billed.
- 3) Falcon Heights will inform its residents of the new Street Lighting Fee, how it is computed and that Saint Paul Regional Water Services will be performing the billing and collection.
- 4) Board will refer all customer questions and inquiries regarding the Street Lighting Fee to Falcon Heights, which is responsible for addressing same.

C. Schedule

- 1) Falcon Heights and the Board agree to implement the Street Lighting Fee billing according to a schedule acceptable to both parties.

D. Compensation

- 1) Falcon Heights agrees to pay a billing fee of \$.12 for each water/sewer bill that includes a Street Lighting Fee charge. This fee shall increase over time at the same percentage rate as Board water rates.

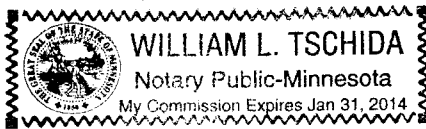
2. Except as modified herein, the terms of the Agreement shall remain in full force and effect.

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STATE OF MINNESOTA )  
 ) ss.  
COUNTY OF RAMSEY )

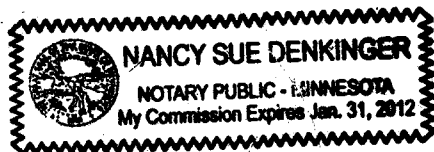
The foregoing instrument was acknowledged before me this 9 day of March, 2010, by Mollie Gagnelius, Secretary, Board of Water Commissioners of the City of Saint Paul, a Minnesota municipal corporation, on behalf of the corporation.



*William L. Tschida*  
Signature of person taking acknowledgment

STATE OF MINNESOTA )  
 ) ss.  
COUNTY OF RAMSEY )

The foregoing instrument was acknowledged before me this 1st day of March, 2010, by Margaret Kelly, Director, Office of Financial Services, Board of Water Commissioners of the City of Saint Paul, a Minnesota municipal corporation, on behalf of the corporation.



*Nancy Sue Denlinger*  
Signature of person taking acknowledgment

**CITY OF FALCON HEIGHTS**

By *Peter Lindstrom*  
Peter Lindstrom, Mayor

By *Justin Miller*  
Justin Miller, City Clerk/Administrator

STATE OF MINNESOTA )  
                                  ) ss.  
COUNTY OF RAMSEY )

The foregoing instrument was acknowledged before me this 19 day of February, 2010, by Peter Lindstrom, Mayor of the City of Falcon Heights, a Minnesota Municipal Corporation, on behalf of the corporation.



*Deborah K Jones*  
Signature of person taking acknowledgment

STATE OF MINNESOTA )  
                                  ) ss.  
COUNTY OF RAMSEY )

The foregoing instrument was acknowledged before me this 18 day of February, 2010, by Justin Miller, City Clerk/Administrator of the City of Falcon Heights, a Minnesota Municipal Corporation, on behalf of the corporation.



*Lisa Abernathy*  
Signature of person taking acknowledgment



BOARD OF WATER COMMISSIONERS  
RESOLUTION — GENERAL FORM

No. 7063

PRESENTED BY Zanmiller  
COMMISSIONER

DATE February 9, 2010

**WHEREAS**, the City of Falcon Heights and the Board of Water Commissioners entered into a agreement dated July 9, 1997 whereby the Board would provide water service to properties within the City of Falcon Heights (the "Agreement"); and

**WHEREAS**, Article XV of said Agreement allows that the Board may provide billing and collection services for services in addition to water service, if desired by Falcon Heights; and

**WHEREAS**, Falcon Heights at this time desires that the Board provide street lighting fee billing and collection services to properties within the City of Falcon Heights on its behalf, and the Board desires to provide such services in accordance with said Article XV; and

**WHEREAS**, staff has prepared an Amendment No. 2 to Agreement which sets forth the terms and conditions for the provision of street lighting fee billing and collection services for Falcon Heights; now, therefore, be it

**RESOLVED**, that the Board of Water Commissioners does hereby approve Amendment No. 2 to Agreement between the Board of Water Commissioners and the City of Falcon Heights in substantially the form submitted, and that the proper officers are hereby authorized and directed to execute said Amendment on behalf of the Board following approval of the assistant city attorney.

**Water Commissioners**

<b>Yeas</b>	Anfang	<b>Nays</b>
	Bykowski	
	Kleindl	
Vice President	Zanmiller	
President	Harris	
In favor <u>5</u>		Opposed <u>0</u>

Adopted by the Board of Water Commissioners

February 9, 2010

Melie Lynette  
SECY.

**COOPERATIVE COST SHARE UNDERSTANDING**  
**Between**  
**BOARD OF WATER COMMISSIONERS OF THE CITY OF SAINT PAUL**  
**and**  
**CITY OF FALCON HEIGHTS**

**THIS UNDERSTANDING**, made and entered into this 23<sup>rd</sup> day of June 2010, by and between the **BOARD OF WATER COMMISSIONERS OF THE CITY OF SAINT PAUL**, (the "Board"), acting through its Saint Paul Regional Water Services General Manager ("SPRWS General Manager"), and the **CITY OF FALCON HEIGHTS** ("Falcon Heights").

**WITNESSETH:**

**WHEREAS**, Falcon Heights and the Board entered into an agreement dated July 9, 1997 for the provision of water service by the Board to properties within Falcon Heights (the "Agreement"); and

**WHEREAS**, Falcon Heights and the Board entered into an Amendment No. 1 to Agreement dated March 10, 2009, which provided for water facility support work ("Support Work") within Falcon Heights street projects; and

**WHEREAS**, said Amendment No. 1 to Agreement further provided that Falcon Heights and the Board shall negotiate a Cooperative Cost Share Understanding for each street project that is to include Support Work in order to define the work responsibilities and cost obligations of the parties with respect to Support Work.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, and in accordance with said Amendment No. 1 to Agreement, the parties mutually agree as follows:

1. Falcon Heights shall obtain bids for water facility support work as part of its 2009-2010 Mill and Overlay Projects. The Support Work shall consist of excavation, pipe handling, backfilling, restoration, and all other work necessary to support water facility work to be performed by Board forces within the boundaries of the 2009-2010 Mill and Overlay Projects. Streets in which Board forces will perform water facility work are Garden Avenue, Maple Knoll Drive and Fry Street, as shown on Attachment A, attached hereto and incorporated herein; and
2. Based upon bid prices contained in a contract duly awarded by Falcon Heights for construction of the 2009-2010 Mill and Overlay Projects, and upon quantities agreed to by the parties, Falcon Heights shall provide the Board with itemized invoices showing the costs for completed Support Work; and
3. The Board shall pay such itemized costs.

**IN WITNESS WHEREOF**, the parties hereto have caused this Cooperative cost Share Understanding to be executed as of the day and year first above written.

Approved as to Form:

**BOARD OF WATER COMMISSIONERS**

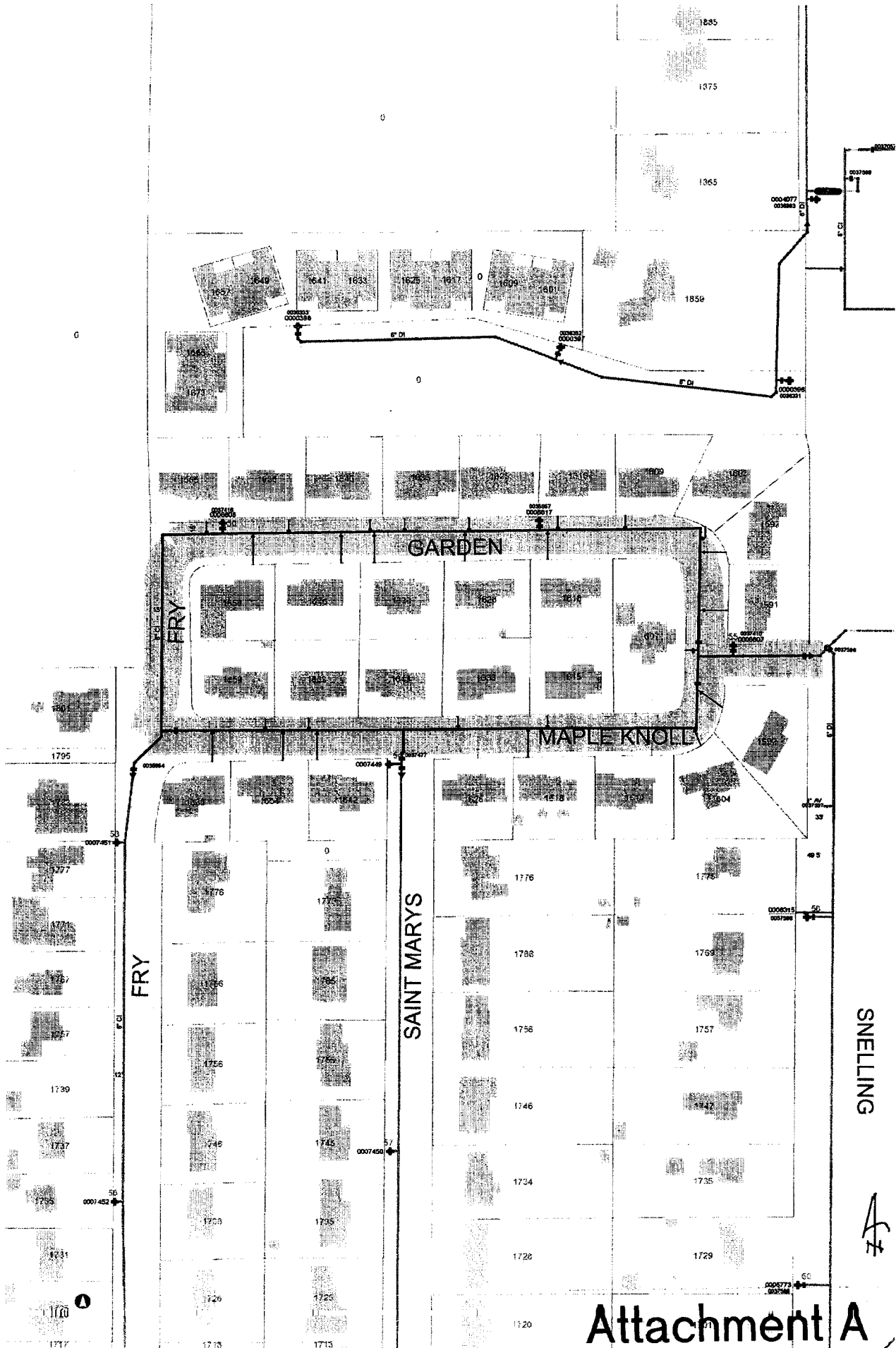
Aisa J. Veith  
Assistant City Attorney

By Stephen P. Schneider  
Stephen P. Schneider, General Manager

**CITY OF FALCON HEIGHTS**

By Peter Lindstrom  
Peter Lindstrom, Mayor

By Justin Miller  
Justin Miller, City Clerk/Administrator



# Attachment A

**Agreement # 02-10355-I**

**AMENDMENT NO. 3  
to  
AGREEMENT BETWEEN**

**BOARD OF WATER COMMISSIONERS  
and  
CITY OF FALCON HEIGHTS**

This **AMENDMENT NO. 3 TO AGREEMENT** entered into this 15<sup>th</sup> day of November 2011, by and between the **BOARD OF WATER COMMISSIONERS**, a municipal corporation of the State of Minnesota (the "Board"), and the **CITY OF FALCON HEIGHTS**, a municipal corporation of the State of Minnesota ("Falcon Heights").

**WITNESSETH:**

**WHEREAS**, Falcon Heights and the Board entered into an agreement dated July 9, 1997 for the provision of water service by the Board to properties within Falcon Heights (the "Agreement"); and

**WHEREAS**, Article XV of the Agreement allows for amendments to the Agreement; and

**WHEREAS**, the parties desire at this time to amend the Agreement to provide for a Storz connection on fire hydrants installed and maintained within the city of Falcon Heights.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the parties mutually agree to amend the Agreement as follows:

1. Article XIV. Section 4. **HYDRANT NOZZLE THREADS** is deleted in its entirety and replaced with the following:

**Section 4. HYDRANT NOZZLE THREADS**

The Board recognizes the Saint Paul Standard for hydrant nozzle threads as selected by Falcon Heights for hydrants within the city of Falcon Heights. All new and replacement hydrants shall include one Storz connection.

2. The provisions of this amendment shall take effect January 1, 2012.
3. Except as modified herein, the terms of the Agreement shall remain in full force and effect.

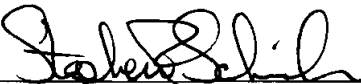
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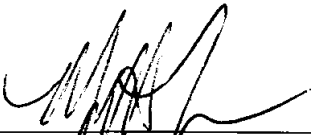
9-1997-E-11

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 3 to Agreement to be executed as of the day and year first above written.


Approved:

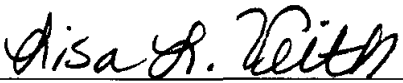
**BOARD OF WATER COMMISSIONERS**

  
\_\_\_\_\_  
Stephen P. Schneider, General Manager  
Saint Paul Regional Water Services

By   
\_\_\_\_\_  
~~Patrick Harris, President~~  
Matt Anthony

Approved as to Form:

By   
\_\_\_\_\_  
Mollie Gagnelius, Secretary

  
\_\_\_\_\_  
Lisa Veith,  
Assistant City Attorney

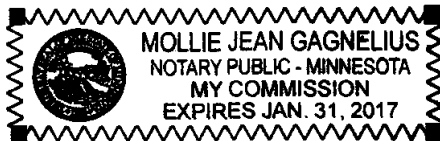
By   
\_\_\_\_\_  
Todd Hurley, Director  
Office of Financial Services

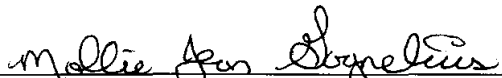
STATE OF MINNESOTA )

) ss.

COUNTY OF RAMSEY )

The foregoing instrument was acknowledged before me this 30 day of March, 2012, by ~~Patrick Harris~~, President of the Board of Water Commissioners, a Minnesota municipal corporation, on behalf of the corporation.



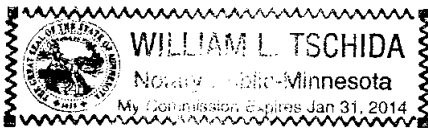
  
\_\_\_\_\_  
Signature of person taking acknowledgment

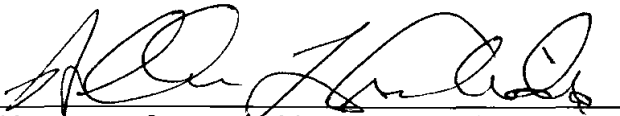
STATE OF MINNESOTA )

) ss.

COUNTY OF RAMSEY )

The foregoing instrument was acknowledged before me this 4 day of April, 2012, by Mollie Gagnelius, Secretary of the Board of Water Commissioners, a Minnesota municipal corporation, on behalf of the corporation.



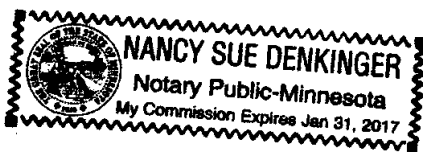
  
Signature of person taking acknowledgment

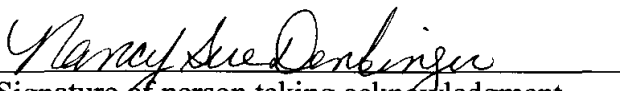
STATE OF MINNESOTA )

) ss.

COUNTY OF RAMSEY )

The foregoing instrument was acknowledged before me this 13 day of April, 2012, by Todd Hurley, Director, Office of Financial Services of the Board of Water Commissioners, a Minnesota municipal corporation, on behalf of the corporation.



  
Signature of person taking acknowledgment





BOARD OF WATER COMMISSIONERS  
RESOLUTION — GENERAL FORM

No. 7139

PRESENTED BY COMMISSIONER Helgen

DATE November 15, 2011

**WHEREAS**, the City of Falcon Heights and the Board of Water Commissioners entered into an agreement dated July 9, 1997 for the provision of water service by the Board to properties within Falcon Heights (the "Agreement"); and

**WHEREAS**, Article XV of the Agreement allows for amendments to the Agreement; and

**WHEREAS**, the parties desire at this time to amend the Agreement to provide for a Storz connection on fire hydrants installed within the city of Falcon Heights; and

**WHEREAS**, Board staff has prepared Amendment No. 3 to Agreement which specifies said desired change, with all other terms and conditions remaining in effect and unchanged; and

**WHEREAS**, the assistant city attorney has approved said Amendment No. 3 as to form; now, therefore, be it

**RESOLVED**, that Amendment No. 3 to Agreement between the Board of Water Commissioners and the City of Falcon Heights is hereby approved and that the proper officers are hereby authorized and directed to execute said Amendment No. 3 on behalf of the Board.

**Water Commissioners**

<b>Yeas</b>	Anfang Bykowski Helgen President Harris	<b>Nays</b>
-------------	--	-------------

Adopted by the Board of Water Commissioners

November 15, 2011

In favor 4      Opposed 0

Mollie Bykowski  
SECY.

9-1997-E-12 <sup>135 of 196</sup>



## BOARD OF WATER COMMISSIONERS

*President: Matt Anfang ♦ Vice President: Amy Brendmoen*

*Commissioners: ♦ Marylee Abrams ♦ Jeffrey Dains ♦ Mara Humphrey ♦ Rebecca Noecker ♦ Chris Tolbert*

---

September 13, 2019

Mayor Randy Gustafson  
City of Falcon Heights  
2077 Larpenteur Avenue West  
Falcon Heights, MN 55113

Subject: Appointment to the Board of Water Commissioners Required

Dear Mayor Gustafson,

The term of one Board member representing the Board's suburban partners, Jeffery Dains, expires on December 31, 2019. In accordance with the attached December 16, 2013 Agreement for Suburban Representation Selection Process to the Board of Water Commissioners, the representative for the next term of Seat B is to be selected by the City of Falcon Heights and Seat A will continue to be selected by the City of Maplewood.

I respectfully request that the new representative be appointed by the end of 2019 so that the Board can have its full complement for its January 14, 2020 meeting.

If you have any questions or require any additional information, please feel free to contact me at 651-266-6280. I have copied the Mayors and City Administrators of the other suburban partners so they are aware of the upcoming appointment process.

Sincerely,

Stephen P. Schneider  
General Manager

cc: Sack Thongvanh, City of Falcon Heights, City Administrator  
Mayor Mary Gaasch, City of Lauderdale  
Heather Butkowski, City of Lauderdale, City Administrator  
Mayor Dave Napier, City of West St. Paul  
Ryan Schroeder, City of West St. Paul, City Manager  
Mayor Marylee Abrams, City of Maplewood  
Melinda Coleman, City of Maplewood, City Manager

---

### SAINT PAUL REGIONAL WATER SERVICES

Stephen P. Schneider, General Manager

1900 Rice St. Saint Paul MN 55113-6810 ♦ TTY: 651-266-6299 ♦ Phone: 651-266-6350

*Saint Paul Regional Water Services provides quality water services to the following cities:*

Arden Hills · Falcon Heights · Lauderdale · Little Canada · Maplewood · Mendota · Mendota Heights · Roseville · Saint Paul · 136 of 196  
AA-ADA-EEO Employer

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

This agreement, made and entered into as of this 16 day of December 2013, by and between the Cities of Falcon Heights, Lauderdale, Maplewood, and West St. Paul, municipal corporations under the laws of Minnesota (hereinafter referred to as "Suburban Cities").

**WITNESSETH:**

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

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

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

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

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

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

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

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

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

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

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

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

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

**SECTION I.  
GENERAL PURPOSE**

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

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

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

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

consist of two three -year terms and one four-year term with the first term commencing January 1, 2014 and ending December 31, 2016.

Representation on Seat B shall be rotated among the suburban representatives in the following order:

- a) West St. Paul (2014 – 2016)
- b) Lauderdale (2017 – 2019)
- c) Falcon Heights (2020 – 2023)

4. The parties agree that in the event an additional suburban community enters into a Water Service Agreement similar to those agreements executed by and between the Board and the cities of Falcon Heights, Lauderdale, Maplewood and West St. Paul, that this agreement may be amended to include any such additional communities, which communities shall be subject to the same terms and conditions as the original communities. Maplewood hereby acknowledges that should additional cities join, Seat A may not remain an exclusive seat for Maplewood.
5. Vacancies – the parties agree that a vacancy on the Board of Seat B shall be filled by the City currently holding the appointment and shall be for the period remaining in the three year term.
6. Duration –the parties agree that the term of this Agreement shall continue until December 31, 2023, unless otherwise amended as provided herein.
7. Amendment – the parties agree that this agreement may be amended upon such terms and conditions as may be mutually agreed to in writing by all of the suburban communities currently represented on the Board of Water Commissioners at the time of amendment.

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

FORM APPROVED:

BY: [Signature]  
City Attorney

CITY OF FALCON HEIGHTS

BY: [Signature] Peter Lind  
Mayor

BY: [Signature]  
City Administrator

BY: [Signature]  
City Attorney

CITY OF LAUDERDALE

BY: [Signature]  
Mayor

BY: [Signature]  
City Administrator

BY: [Signature]  
City Attorney

CITY OF MAPLEWOOD

BY: [Signature]  
Mayor

BY: [Signature]  
City Manager

BY: [Signature]  
City Attorney

CITY OF WEST ST. PAUL

BY: [Signature]  
Mayor

BY: [Signature]  
City Manager





**CITY OF FALCON HEIGHTS  
COUNCIL RESOLUTION**

December 11, 2019

No. 19-45

---

**RESOLUTION APPOINTING JIM BYKOWSKI TO THE BOARD OF WATER  
COMMISSIONERS FOR SAINT PAUL REGIONAL WATER SERVICES**

**WHEREAS**, the City of Falcon Heights has received water services from the Board continuously since 1963 pursuant to the terms of retail Water Service agreements between the Board and Falcon Heights; and

**WHEREAS**, on October 23, 1996, the City of Falcon Heights and the Board executed a Memorandum of Understanding, by which the Board will provide water services and take over ownership of water infrastructure to properties within Falcon Heights ; and

**WHEREAS**, the Memorandum of Understanding went into effective January 1, 1998; and

**WHEREAS**, the City of Falcon Heights is required to provide a representative for the Board during the City of Falcon Heights rotation.

**NOW THEREFORE BE IT RESOLVED** by the City Council of the City of Falcon Heights, Minnesota appoints Jim Bykowski as the City of Falcon Heights representative to the Board of Water Commissioners for Saint Paul Regional Water Services

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Moved by:

Approved by: \_\_\_\_\_  
Randall Gustafson  
Mayor

WEHYEE        \_\_\_\_\_    In Favor  
LEEHY  
HARRIS        \_\_\_\_\_    Against  
MIAZGA  
GUSTAFSON

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

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*The City That Soars!*

## REQUEST FOR COUNCIL ACTION

<b>Meeting Date</b>	December 11, 2019
<b>Agenda Item</b>	Consent F11
<b>Attachment</b>	N/A
<b>Submitted By</b>	Roland Olson, Finance Director

<b>Item</b>	Close Fund 427 GO Street Improvement Capital Fund to the debt service Fund 316 GO Improvement Bonds Series 2017A
<b>Description</b>	<p>The Grove Street Capital Project is complete and the funds in this capital fund need to be closed to the associated debt service fund: (316 GO Improvement Bonds Series 2017A) Staff recommends closing the fund and establishing budget line items. There currently is an estimated balance of approximately \$402,000. Staff recommends the closing date to be September 30, 2019 to avoid 4<sup>th</sup> quarter interest postings.</p> <p>Fund 316: 2017 GO Improvement Bonds Series 2017A  Revenue: 316-000-39200 \$405,000  Fund 427: 2017 GO Street Improvement Capital Fund  Expense: 427-4427-92000 \$405,000</p>
<b>Budget Impact</b>	Establish budget line item amounts as listed above and close fund427 to fund 316 effective September 30, 2019.
<b>Attachment(s)</b>	N/A
<b>Action(s) Requested</b>	Staff recommends establishing the budget line items and closing Fund 427 to Fund 316 effective September 30, 2019 since the construction project is complete.

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*The City That Soars!*

## REQUEST FOR COUNCIL ACTION

<b>Meeting Date</b>	December 11, 2019
<b>Agenda Item</b>	Consent F12
<b>Attachment</b>	Resolution
<b>Submitted By</b>	Justin Markon, Community Development Coordinator

<b>Item</b>	Approve DEED Grant Resolution
<b>Description</b>	City staff received additional feedback on the resolution of approval for the grant application to the Department of Employment and Economic Development related to cleanup at the Amber Union site (1667 Snelling Ave). Based on the feedback from DEED staff, a final resolution is included for passage.
<b>Budget Impact</b>	N/A
<b>Attachment(s)</b>	<ul style="list-style-type: none"> <li>Resolution 19-46 Authorizing Grant Application for MN DEED Contamination Cleanup Grant for Redevelopment Project at 1667 Snelling Avenue (Amber Union)</li> </ul>
<b>Action(s) Requested</b>	Staff recommend approving attached resolution.

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**CITY OF FALCON HEIGHTS  
COUNCIL RESOLUTION**

December 11, 2019

No. 19-46

---

**A RESOLUTION AUTHORIZING GRANT APPLICATION FOR MINNESOTA  
DEPARTMENT OF EMPLOYMENT AND ECONOMIC DEVELOPMENT  
CONTAMINATION CLEANUP GRANT FOR REDEVELOPMENT PROJECT AT  
1667 SNELLING AVENUE**

**WHEREAS**, the City of Falcon Heights has identified a contamination cleanup project within the City that meets the Contamination Cleanup grant purposes; and

**WHEREAS**, the City finds that the required contamination cleanup will not occur through private or other public investment within the reasonably foreseeable future without Contamination Cleanup grant funding; and

**WHEREAS**, the site currently experiences contaminating conditions based on the following reasons and supporting facts:

- A portion of the site was formerly used as a filling station and recognized environmental concerns have been identified that require environmental remediation and stabilization in order to attract apartment and retail tenants
- Portions of the site are currently vacant or were occupied by tax-exempt entities, making little contribution to the tax base and renovation will create new business opportunities to meet the needs of the marketplace
- Portions of the site were constructed in 1946 and 1956 with asbestos containing material, thus requiring environmental remediation in order to attract employers that will provide permanent living wage jobs for the region

**NOW THEREFORE BE IT RESOLVED THAT**, the City of Falcon Heights has approved the Contamination Cleanup grant application submitted to the Department of Employment and Economic Development (DEED) on November 1, 2019, for the Amber Union site.

**BE IT FURTHER RESOLVED** that the City of Falcon Heights is located within the seven county metropolitan area defined in section 473.121, subdivision 2, and is participating in the local housing incentives program under section 473.254.

**BE IT FURTHER RESOLVED** that the City of Falcon Heights acts as the legal sponsor for project(s) contained in the Contamination Cleanup Grant Program to be submitted on November 1, 2019 and that the City Administrator is hereby authorized to apply to the Department of Employment and Economic Development for funding of this project on behalf of Buhl GTA, LP.

**BE IT FURTHER RESOLVED** that the City of Falcon Heights has the legal authority to apply for financial assistance, and the institutional, managerial, and financial capability to ensure adequate project administration.

**BE IT FURTHER RESOLVED** that the sources and amounts of the local match identified in the application are committed to the project identified.

**BE IT FURTHER RESOLVED** that the City of Falcon Heights has not violated any Federal, State or local laws pertaining to fraud, bribery, graft, kickbacks, collusion, conflict of interest or other unlawful or corrupt practice.

**BE IT FURTHER RESOLVED** that upon approval of its application by the state, the City of Falcon Heights may enter into an agreement with the State of Minnesota for the above-referenced project(s), and that the City of Falcon Heights certifies that it will comply with all applicable laws and regulation as stated in all contract agreements.

**NOW, THEREFORE BE IT FINALLY RESOLVED** that the Mayor and the City Clerk/Administrator are hereby authorized to execute such agreements as are necessary to implement the project on behalf of the applicant.

Adopted by the Falcon Heights City Council this 11th day of December, 2019.

Moved by:

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

Randy Gustafson  
Mayor

GUSTAFSON      \_\_\_\_\_      In Favor

HARRIS

LEEHY

MIAZGA

WEHYEE

\_\_\_\_\_      Against

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

Sack Thongvanh  
City Administrator



I certify that the above resolution was adopted by the City Council of Falcon Heights on December 11, 2019.

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

Name: Sack Thongvanh  
Title: City Administrator  
Date: December 11, 2019

Witnessed by: \_\_\_\_\_

Name: Justin Markon  
Title: Community Development Coordinator  
Date: December 11, 2019

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*The City That Soars!*

## REQUEST FOR COUNCIL ACTION

<b>Meeting Date</b>	December 11, 2019
<b>Agenda Item</b>	Consent F13
<b>Attachment</b>	N/A
<b>Submitted By</b>	Roland Olson, Finance Director

<b>Item</b>	Budget Amendment to the General Capital Improvements Fund (401)
<b>Description</b>	<p>The city made improvements to the audio visual room and our network cable equipment in city hall in 2019. North Suburban cable required improvements on CTV equipment. Also, our network cable equipment was upgraded., To improve the year end financial statements, staff recommends amending the budget as follows:</p> <p>General Capital Improvements Fund (401):  Expense: 401-4401-90100 \$16,000 increase</p>
<b>Budget Impact</b>	Establish budget line item amount as listed above.
<b>Attachment(s)</b>	NA
<b>Action(s) Requested</b>	<p>Staff recommends amending the following budget line item:  General Capital Improvements Fund (401).  Expense: 401-4401-90100: \$16,000 increase</p>

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**The City That Soars!**

## REQUEST FOR COUNCIL ACTION

<b>Meeting Date</b>	December 11, 2019
<b>Agenda Item</b>	Consent F14
<b>Attachment</b>	N/A
<b>Submitted By</b>	Nalisha Nandkumar, Assistant to the City Administrator

<b>Item</b>	Donations for 2019 Human Rights Day
<b>Description</b>	<p>Community Engagement Commission is hosting their annual Human Rights Day on Tuesday, December 10. This year's theme will focus on "Food Security &amp; Child Hunger".</p> <p>Parks and Recreation Commission will provide activities for schoolchildren in the conference room.</p> <p>Based on the theme of Human Rights Day there will be various healthy snacks offered. Through outreach with the company GoGo squeeze, they will be donating their applesauce product for the event.</p>
<b>Budget Impact</b>	N/A
<b>Attachment(s)</b>	N/A
<b>Action(s) Requested</b>	Motion to accept the following donations for 2019 special events from the following businesses: GoGo Squeeze

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**The City That Soars!**

## REQUEST FOR COUNCIL ACTION

<b>Meeting Date</b>	December 11, 2019
<b>Agenda Item</b>	Policy G1
<b>Attachment</b>	Quotes
<b>Submitted By</b>	Jesse Freihammer, City Engineer

<b>Item</b>	Approve Quote for Sanitary Sewer Main Repair						
<b>Description</b>	<p>The City of Falcon Heights is planning line approximately 0.88 miles of sanitary sewer main across the City. This process involves essentially installs a new resin pipe inside the original clay tile sewer main without digging up City streets, which results in minimal disruption to residents during construction. The liner pipe is inserted into the main through existing manholes and cured in place with a heat process. Each segment is typically completed in one working day. Service line connections are reopened using a robotic cutter and remote cameras. During the process, existing flows are bypassed using pumps. This technology also prevents infiltration of groundwater into the main system.</p> <p>In order to install the liner, the existing sanitary sewer main must not large offset or separations in the joints. Based on the City’s sewer televising reports one segment of pipe scheduled to be line on Larpenteur Ave has shown to have one of these offsets. This offset needs to be dug up and repaired before the liner can be installed.</p> <p>The City request quotes from five contractors to complete this work and received two quotes back. The contract and price are listed below:</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="width: 60%;">Contractor</th> <th>Price</th> </tr> </thead> <tbody> <tr> <td>M&amp;B Services</td> <td style="text-align: right;">\$17,485.00</td> </tr> <tr> <td>Penn Contracting</td> <td style="text-align: right;">\$34,000.00</td> </tr> </tbody> </table>	Contractor	Price	M&B Services	\$17,485.00	Penn Contracting	\$34,000.00
Contractor	Price						
M&B Services	\$17,485.00						
Penn Contracting	\$34,000.00						
<b>Budget Impact</b>	<p>The proposed cost of the repair will be \$17,485.00. The City currently has \$200,000 budgeted in 2020 for the sanitary sewer lining project, with sewer lining bids coming in at \$169,000. This proposed work in conjunction with the lining project would be \$186,485. The total project cost would be still be under the proposed project budgeted amount.</p> <p>Funding for the repair will be paid from the sanitary sewer utility fund.</p>						
<b>Attachment</b>	<ul style="list-style-type: none"> <li>• Request for Quotes Letter</li> <li>• Quotes</li> </ul>						
<b>Action(s) Requested</b>	Staff recommends a motion approving the sanitary sewer main repair quote of \$17,485.00 to M&B Services.						



CITY OF  
**FALCON HEIGHTS**

2077 W. Larpenteur Avenue  
Falcon Heights, MN 55113-5594

email: [mail@falconheights.org](mailto:mail@falconheights.org)  
website: [www.falconheights.org](http://www.falconheights.org)

*The City That Soars!*

Phone - (651) 792-7600  
Fax - (651) 792-7610

November 19, 2019

**RE: Sanitary Sewer point repair Quote**

Dear Contractor:

The City of Falcon Heights is requesting quotes for a sanitary sewer main point repair. Attached with this letter are maps and other information regarding the repair.

A large offset exists on line 1-20 to 1-19 on Larpentuer Avenue. The City is looking for a lump sum amount that will include all digging, materials, labor, traffic control, and restoration needed to comply with Ramsey County and to completed this point repair. The pipe is approximately 11 feet deep. The City will acquire all necessary permits. The repair needs to be completed by June 1, 2020.

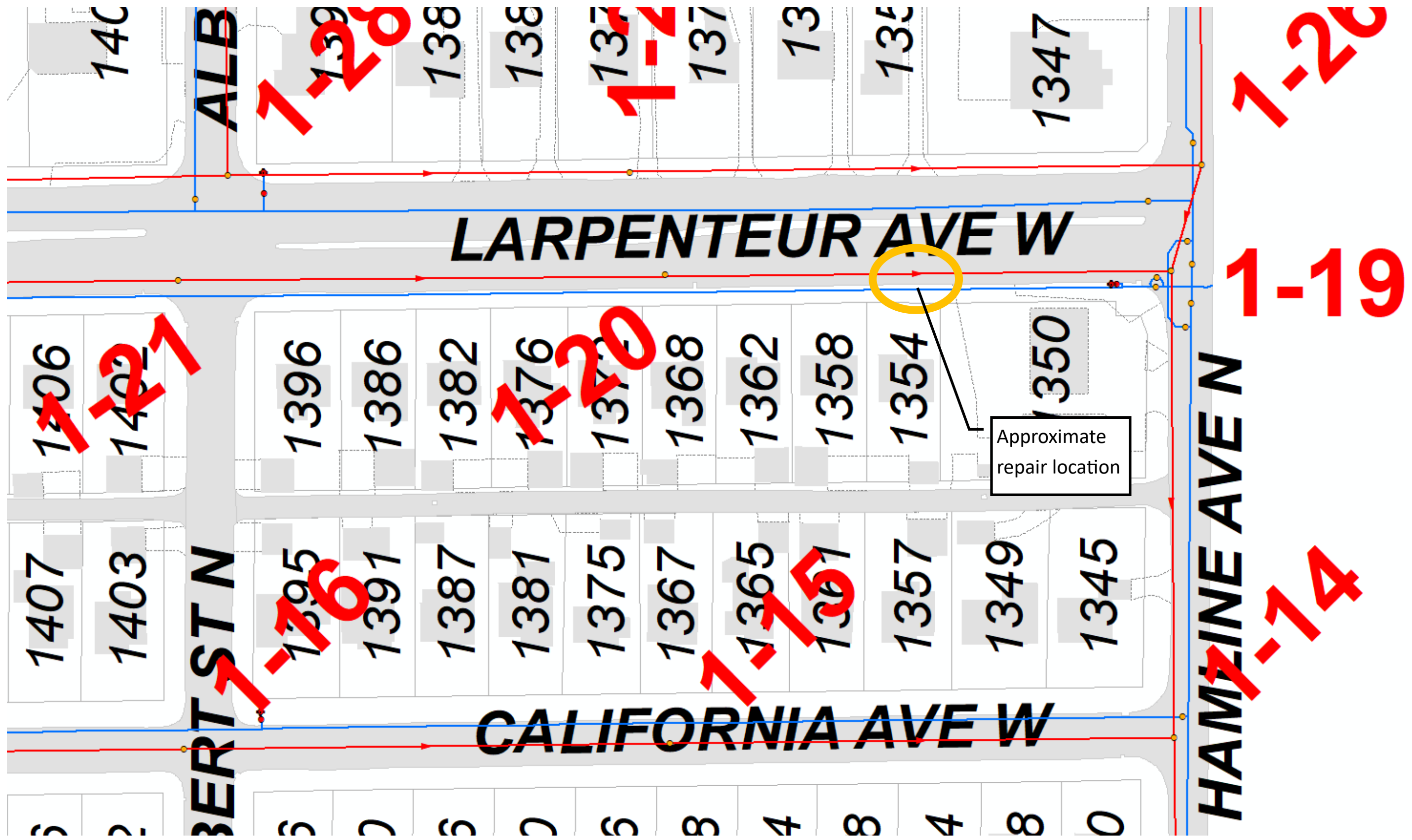
Quotes will be received until 4:30 p.m. Tuesday, December 3, 2019 via e-mail, mail or delivery. Quotes shall be e-mailed to [Luke.Sandstrom@cityofroseville.com](mailto:Luke.Sandstrom@cityofroseville.com). If you have any questions, please contact me at [Luke.Sandstrom@cityofroseville.com](mailto:Luke.Sandstrom@cityofroseville.com) or 651.792.7048.

Sincerely,

Luke Sandstrom  
Civil Engineer

Enclosure





NOTE: Pipe alignments not to scale. Field verify manhole locations.









<b>Upstream MH</b> 1-20	<b>Downstream MH</b> 1-19	<b>Size</b> 8	<b>Material</b> Vitrified Clay Pipe	<b>Total Length</b> 306	<b>City</b> FALCON HEIGHTS, MN
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<b>Surveyor's Name</b> GARRETT FREY	<b>Certificate Number</b> U-04-09763	<b>Street Address</b> LARPENTUER AVE	<b>Location Details</b> ALBERT ST & HAMLIN AVE
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<b>Direction</b> Downstream	<b>Purpose</b> Maintenance Related	<b>Weather</b> Dry	<b>Date</b> 20190503	<b>Time</b> 09:07	<b>Length Surveyed</b> 107
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<b>Additional Information</b>	<b>ID NO</b> 0	<b>INT SECT</b> 0
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	Ftg.	Code	Description	Pct.	Position	Cont.	Comment
	0.0	AMH	Access Point - Manhole				Starting Manhole: 1-20
	0.0	MWL	Water Level	15			
	4.9	RPL	Point Repair - Localized Lining				SHORT LINER
	7.1	LFB	Lining Failure - Blistered		7 to 5		
	10.6	LFD	Lining Failure - Detached		1 to 4		
	24.5	TF	Tap, Factory Made		3		
							
							
	75.6	TF	Tap, Factory Made		3		
	106.8	RPR	Point Repair - Pipe Replaced				PVC
	107.0	JOL	Joint Offset (displaced): Large				UNABLE TO PASS OFFSETJOINT
	107.0	MSA	Survey Abandoned				



**American Environmental**

3086 Walden Drive

Chaska, MN 55318





Phone: 612-226-0516

<b>Upstream MH</b> 1-20	<b>Downstream MH</b> 1-19	<b>Size</b> 8	<b>Material</b> Vitrified Clay Pipe	<b>Total Length</b> 306	<b>City</b> FALCON HEIGHTS, MN
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<b>Surveyor's Name</b> GARRETT FREY	<b>Certificate Number</b> U-04-09763	<b>Street Address</b> LARPENTUER AVE	<b>Location Details</b> ALBERT ST & HAMLINE AVE
--	---	---	--

<b>Direction</b> Upstream	<b>Purpose</b> Maintenance Related	<b>Weather</b> Dry	<b>Date</b> 20190503	<b>Time</b> 09:18	<b>Length Surveyed</b> 199
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<b>Additional Information</b>	<b>ID NO</b> 0	<b>INT SECT</b> 0
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	Ftg.	Code	Description	Pct.	Position	Cont.	Comment
 	199.0	MSA	Survey Abandoned				POINT OF MSA FROM UPSTREAM MH
	196.8	JOL	Joint Offset (displaced): Large				
	196.8	RPR	Point Repair - Pipe Replaced				PVC
	190.7	TB	Tap, Break-in / Hammer		9		
	187.2	TFC	Tap, Factory Made: Capped		10		
	148.3	RPL	Point Repair - Localized Lining				SHORT LINER
	112.0	TF	Tap, Factory Made		9		
 	76.2	MWLS	Water Level: Sag	15			
	61.8	TFC	Tap, Factory Made: Capped		10		
	43.2	TF	Tap, Factory Made		9		
	21.6	TFC	Tap, Factory Made: Capped		10		
	13.1	MWLS	Water Level: Sag	20			
	0.0	MWL	Water Level	15			
	0.0	AMH	Access Point - Manhole				Starting Manhole: 1-19 IN DROP



# M&B SERVICES

25817 Goldfinch Ave  
Wyoming, MN 55092

Jim Boston 612-710-8892  
jim@mb-servicesllc.com

## Proposal

Customer Name: Falcon Heights-Sewer	Date: 11/18/19
Address: Larpentuer	
City, State, Zip Code: Falcon Heights, MN	
Phone number: Luke Sandstrom 651-792-7048 email: luke.sandstrom@cityofroseville.com	

Service	DESCRIPTION	Total
Sewer	Excavate at offset on Larpenteur Ave. Cutout and replace with new PVC per the city of Falcon Heights. Reconnect service and backfill. County required full panel replacement of the roadway.	\$17,485.00
	Work to be completed in spring. Ramsey County does not allow any excavation until frost out.	
	Quote includes all permits and inspections.	
	Quote does include restoration of any landscaping or sidewalks.	

Credit card payments will be charged an additional 2.7%

**MECHANICS' LIEN NOTICE**

**ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS.**

**UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.**

WORK AUTHORIZATION: I, the undersigned owner / property manager / tenant (circle one) of the Job Site Address listed above, hereby affirm that (i) I am authorized to execute this Agreement, and (ii) by signing below, I authorize M & B Services, Inc. to perform the services outlined in this Agreement and to perform such other labor and use such materials as it deems advisable to complete the project. I have read this Agreement, including the Terms and Conditions on the reverse side and agree to be bound by them.

Customer  
Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

**TERMS AND CONDITIONS**

RESPONSIBILITIES OF CUSTOMER: Customer represents that, except as described in the Request for Services, all plumbing and related systems are in good repair and condition. Customer agrees to hold M & B Services, Inc. ("Company") harmless for the discovery of defective conditions, including but not limited to the following: improper or faulty plumbing, rusted or defective pipes, dewatering, breaking rock, acids in the drain system, lines that are settled or broken, or any existing illegal conditions. Customer further represents that Customer shall be fully responsible for any and all sewer access charges (SAC) and water access charges (WAC) imposed, levied or assessed by the applicable government bodies.

LIMITED WARRANTY: Company warrants its work to be free from defects in material and workmanship for the warranty period of ten (10) years from completion unless otherwise stated in writing. All warranties are void if payment is not made when due and all warranties extend only to the actual work and material provided by Company. Company does not warrant any work performed by third parties or customer. Warranties extend only to the original customer and are not transferable or assignable. If a defect in materials or workmanship covered by this warranty occurs, in no event shall Company be held liable for water or other damage caused by any delay in remedying a defect. THE LIMITED WARRANTY STATED HEREIN IS THE ONLY WARRANTY AND COMPANY MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED.

PROTECTION OF CUSTOMERS PROPERTY: Customer agrees to remove or protect any personal property, inside and out of the residence because Company shall not be responsible for said items. Customer agrees that Company bears no responsibility for the natural consequences of Company's work, which may cause damage to the lawn, landscaping and improvements to real property, including but limited to, curbs, sidewalks, driveways, garages, patios, lawns, shrubs, sprinkler systems, drywall, stucco, and other appurtenances to the residence or real property.

FINANCE CHARGES: Payments made by credit card will be charged an additional 2.7%. A finance charge of 1.75% will be charged each month for any amounts that remain past due for longer than ten (10) days. Customer further agrees to pay a fee of One Hundred and No/100 (\$100.00) Dollars for any check that is returned for insufficient funds or due to stop payment.

COSTS: Customer agrees to pay reasonable attorney fees, court costs and collection fees in the event of legal action by Company to enforce the terms of the Agreement.

ACCEPTANCE OF WORK PERFORMED: The Customer understands that aged, deteriorated, inferior pipes and or fixtures may be damaged in the process of performing the requested task including any drain cable which may become stuck in the drain line for any

reason. The Customer agrees to indemnify Company, its officers, directors, shareholders, employees, contractors and subcontractors for any damages to person or property as a result of performing the requested task.

UNFORESEEN CIRCUMSTANCES: Company is not liable for unforeseen circumstances. Start and completion dates may be altered due to weather and unforeseen circumstances.

ADDITIONAL WORK: Company has the right to supplement the initial estimate or costs set forth in the Agreement if the material and labor costs increase, or if Company determines, in Company's discretion that the scope of work is greater than originally expected after commencing work on the project.

SURVIVAL: If any provision of this Agreement is held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be effected thereby.

## Luke Sandstrom

---

**From:** Dean <dean@penncontractinginc.com>  
**Sent:** Tuesday, December 3, 2019 11:08 AM  
**To:** Luke Sandstrom  
**Subject:** Sanitary Sewer point repair Quote

**Caution:** This email originated outside our organization; please use caution.

Luke,  
The following is my Quote for the sanitary sewer point repair; as described in your letter of November 19, 2019.

Total Quote: \$ 34,000.00 F and I, tax and bond included.

I have included: Traffic Control.  
Sewer bypass pumping, as may be required.  
The Haul off of excess and or unsuitable soils.  
Surface Restoration.

Regards,  
Dean Luxenburg, Pres.  
612 868 9462

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**The City That Soars!**

## REQUEST FOR COUNCIL ACTION

<b>Meeting Date</b>	December 11, 2019
<b>Agenda Item</b>	Policy G2
<b>Attachment</b>	Resolution, Signal Agreement
<b>Submitted By</b>	Jesse Freihammer, City Engineer

<b>Item</b>	Resolution Approving MnDOT Traffic Control Signal Agreement No. 1035383
<b>Description</b>	<p>The Minnesota Department of Transportation has been working on the design for the replacement of signal systems and associated work at the intersection of Snelling Avenue (TH 51) and Roselawn Avenue. The project is set to accept bids next spring for construction next year. The project will replace the existing signal. The signal system will be upgraded with Accessible Pedestrian Signals (APS) and updated curb ramps. The signal will be updated to include flashing yellow arrows for the east - west legs of the intersection.</p> <p>The attached Cooperative Construction Agreement is an agreement between the City of Roseville, City of Falcon Heights and the Minnesota Department of Transportation (MnDOT) detailing the maintenance responsibilities and cost participation of the three agencies for the final improvements.</p> <p>According to the Agreement, the City of Falcon Heights is responsible for 25% of the cost of the signal at Roselawn Avenue. The cost split is determined by the amount of signal legs in the intersection. Falcon Heights will be responsible for the ongoing electrical costs and lighting costs on the Roselawn signal system. The overall energy costs should be lower as all of the new signal indications as well as all new lighting will use LED technology.</p>
<b>Budget Impact</b>	The total estimated cost to the City, including an 8% add on for contract administration and inspection costs for the City elements, is \$95,487.67. City staff recommends using Municipal State Aid funds to cover this cost, which we are allowed to spend on Trunk Highway projects.
<b>Attachment(s)</b>	<ul style="list-style-type: none"> <li>• Resolution 2019- 37 Approving Cooperative Construction Agreement MnDOT Agreement No. 1035383</li> <li>• Agreement</li> </ul>
<b>Action(s) Requested</b>	Staff recommends a motion to approve the attached resolution approving MnDOT Cooperative Construction Agreement No. 1035383 and authorize the City Administrator and the Mayor to execute all necessary documents.

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**CITY OF FALCON HEIGHTS  
COUNCIL RESOLUTION**

December 11, 2019

No. 19-47

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**RESOLUTION APPROVING MnDOT AGREEMENT NO. 1035383**

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

WHEREAS, the Minnesota Department of Transportation is reconstructing the traffic control signal and associated work upon, along, and adjacent to Trunk Highway No. 51 at Roselawn Avenue within Falcon Heights Corporate City limits under State Project No. 6216-138 (T.H. 51=125); and

WHEREAS, elements of this project impact City of Falcon Heights infrastructure and construct new components of City infrastructure; and

WHEREAS, the project will be funded with City of Roseville, City of Falcon Heights and Trunk Highway funds; and

WHEREAS, it is necessary to enter into an agreement to provide for payment by the City to the State of the City's share of the project costs and long-term maintenance responsibilities of all parties on State Project No. 6216-138.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Falcon Heights enter into MnDOT Agreement No. 1035383 with the State of Minnesota, Department of Transportation and City of Roseville.

IT IS FURTHER RESOLVED that the Mayor and the City Administrator are authorized to execute the Agreement and any amendments to the Agreement.

The motion for the adoption of the foregoing resolution was duly seconded by Councilmember 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.

---

Moved by:

Approved by: \_\_\_\_\_  
Randall Gustafson  
Mayor

WEHYEE     \_\_\_    In Favor  
LEEHY  
HARRIS     \_\_\_    Against  
MIAZGA  
GUSTAFSON

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

**STATE OF MINNESOTA  
DEPARTMENT OF TRANSPORTATION  
and  
CITY OF ROSEVILLE  
and  
CITY OF FALCON HEIGHTS  
TRAFFIC CONTROL SIGNAL AGREEMENT**

<b>State Project Number (S.P.):</b>	<u>6216-138</u>	<b>Roseville Total Obligation</b>
<b>Trunk Highway Number (T.H.):</b>	<u>51=125</u>	<b><u>\$328,821.38</u></b>
<b>State Aid Project Number (S.A.P.):</b>	<u>124-010-002</u>	
<b>State Aid Project Number (S.A.P.):</b>	<u>160-010-007</u>	<b>Falcon Heights Total Obligation</b>
<b>State Aid Project Number (S.A.P.):</b>	<u>160-010-008</u>	<b><u>\$95,487.67</u></b>
<b>Signal System "A" ID:</b>	<u>3779746</u>	
<b>Signal System "B" ID:</b>	<u>3779747</u>	

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

**Recitals**

1. The State will remove the existing traffic control signals and install new traffic control signals with signal pole mounted luminaires and signing ("Signal Systems"), on Trunk Highway (T.H.) No. 51 at Roselawn Avenue, and on Trunk Highway No. 51 at County Road (C.R.) No. C2; in the Cities of Roseville and Falcon Heights located in Ramsey County, Minnesota, according to State-prepared plans, specifications, and special provisions designated by the State as State Project No. 6216-138 (T.H. 51=125) ("Project"); and
2. The State will install Emergency Vehicle Pre-emption Systems ("EVP Systems") and Accessible Pedestrian Signals ("APS") as part of the new Signal Systems; and
3. The State will furnish a cabinet and controller and video detection system ("State Furnished Materials"), according to the Project Plans, to operate the Signal Systems covered under this Agreement; and
4. Roseville and Falcon Heights wish to participate in the costs of the Signal Systems, APS, and EVP Systems construction, State Furnished Materials lump sum amounts, and associated construction engineering; and
5. Roseville, Falcon Heights and the State will participate in the operation and maintenance of the new Signal Systems, APS, and EVP Systems; and
6. Minnesota Statutes § 161.20, subdivision 2 authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining, and improving the trunk highway system.

## Agreement

### 1. Term of Agreement; Survival of Terms; Plans

- 1.1. **Effective Date.** This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.
- 1.2. **Expiration Date.** This Agreement will expire when all obligations have been satisfactorily fulfilled.
- 1.3. **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: 8. Liability; Worker Compensation Claims; 10. State Audits; 11. Government Data Practices; 12. Governing Law; Jurisdiction; Venue; and 14. Force Majeure. The terms and conditions set forth in Article 3. Signal Systems and EVP Systems Operation and Maintenance will survive the expiration of this Agreement, but may be terminated by another agreement between the parties.
- 1.4. **Plans, Specifications, and Special Provisions.** Plans, specifications, and special provisions designated by the State as State Project No. 6216-138 (T.H. 51=125) are on file in the office of the Commissioner of Transportation at St. Paul, Minnesota, and incorporated into this Agreement by reference ("Project Plans").
- 1.5. **Exhibits.** Preliminary Schedule "I" is on file in the office of the City Engineers and attached and incorporated into this Agreement.

### 2. Construction by the State

- 2.1. **Contract Award.** The State will advertise for bids and award a construction contract to the lowest responsible bidder according to the Project Plans.
- 2.2. **Direction, Supervision, and Inspection of Construction.** The State will direct and supervise all construction activities performed under the construction contract, and perform all construction engineering and inspection functions in connection with the contract construction. All contract construction will be performed according to the Project Plans.
- 2.3. **Plan Changes, Additional Construction, Etc.**
  - A. The State will make changes in the Project Plans and contract construction, which may include Roseville and Falcon Heights participation construction covered under this Agreement, and will enter into any necessary addenda and change orders with the State's contractor that are necessary to cause the contract construction to be performed and completed in a satisfactory manner. The State District Engineer's authorized representative will inform the appropriate Roseville and Falcon Heights official of any proposed addenda and change orders to the construction contract that will affect the Roseville and Falcon Heights participation construction covered under this Agreement.
  - B. Roseville and or Falcon Heights may request additional work or changes to the work in the plans as part of the construction contract. Such request will be made by an exchange of letters with the State. If the State determines that the requested additional work or plan changes are necessary or desirable and can be accommodated without undue disruption to the Project, the State will cause the additional work or plan changes to be made.

**2.4. Satisfactory Completion of Contract.** The State will perform all other acts and functions necessary to cause the construction contract to be completed in a satisfactory manner.

### 3. Signal Systems and EVP Systems Operation and Maintenance

Operation and maintenance responsibilities will be as follows for the Signal Systems and EVP Systems on T.H. 51 at Roselawn Avenue (Signal System "A"), and on T.H. 51 at C.R. C2 (Signal System "B").

#### 3.1. Roseville and Falcon Heights Responsibilities.

- A. **Power (Signal System "A").** Falcon Heights will be responsible for the hook-up cost and application to secure an adequate power supply to the service pads or poles and will pay all monthly electrical service expenses necessary to operate the Signal System and EVP System.
- A. **Power (Signal System "B").** Roseville will be responsible for the hook-up cost and application to secure an adequate power supply to the service pads or poles and will pay all monthly electrical service expenses necessary to operate the Signal System and EVP System.
- B. **Minor Signal System Maintenance.** Roseville will provide for the following, without cost to the State.
  - i. Maintain the signal pole mounted LED luminaires, including replacing the luminaires when necessary. The LED luminaire must be replaced when it fails or when light levels drop below recommended AASHTO levels for the installation.
  - ii. Replace the Signal Systems LED indications. Replacing LED indications consists of replacing each LED indication when it reaches end of life per the MnDOT Traffic Engineering Manual or fails or no longer meets Institute of Traffic Engineers (ITE) standards for light output.
  - iii. Clean the Signal Systems controller cabinet and service cabinet exteriors.
  - iv. Clean the Signal Systems, and luminaire mast arm extensions.

#### 3.2. State Responsibilities.

- A. **Interconnect; Timing; Other Maintenance.** The State will maintain the Interconnect and signing, and perform all other Signal System, APS, and signal pole luminaire circuit maintenance without cost to Roseville or Falcon Heights. All Signal System timing will be determined by the State, and no changes will be made without the State's approval.
- B. **EVP Systems Operation.** The EVP Systems will be installed, operated, maintained, and removed according to the following conditions and requirements:
  - i. All maintenance of the EVP Systems must be done by State forces.
  - ii. Emitter units may be installed only on authorized emergency vehicles, as defined in Minnesota Statutes § 169.011, Subdivision 3. Authorized emergency vehicles may use emitter units only when responding to an emergency. Roseville and Falcon Heights will provide the State's District Engineer or their designated representative a list of all vehicles with emitter units, if requested by the State.
  - iii. Malfunction of the EVP Systems must be reported to the State immediately.
  - iv. In the event the EVP Systems or its components are, in the opinion of the State, being misused or the conditions set forth in Paragraph ii. above are violated, and such misuse or violation continues

after Roseville or Falcon Heights receives written notice from the State, the State may remove the EVP Systems. Upon removal of the EVP Systems pursuant to this Paragraph, all of its parts and components become the property of the State.

v. All timing of the EVP Systems will be determined by the State.

**3.3. Right-of-Way Access.** Each party authorizes the other party to enter upon their respective public right-of-way to perform the maintenance activities described in this Agreement.

**3.4. Related Agreements.** This Agreement will supersede and terminate Agreement No. 87752M, dated October 24, 2005, between the parties, for the intersection of T.H. 51 at Roselawn Avenue. This Agreement will supersede and terminate Agreement No. 89562M, dated May 24, 2006, between the parties, for the intersection of T.H. 51 at Roselawn Avenue. This Agreement will supersede and terminate the operation and maintenance terms of Agreement No. 64296, dated November 10, 1987, between the parties, for the intersection of T.H. 51 at C.R. C2. This Agreement will supersede and terminate Agreement No. 73849, dated October 30, 1995, between the parties, for the intersection of T.H. 51 at C.R. C2.

#### 4. Basis of Roseville and Falcon Heights Cost

**4.1. Schedule "I".** The Preliminary Schedule "I" includes all anticipated Roseville and Falcon Heights participation construction items, State Furnished Materials lump sum amounts and the construction engineering cost share covered under this Agreement, and is based on engineer's estimated unit prices.

**4.2. Roseville Participation Construction.** Roseville will participate in the following at the percentages indicated:

- A. 25 Percent will be the Roseville's rate of cost participation for the Signal System, APS, EVP System, and State Furnished Materials on T.H. 51 at Roselawn Avenue (System "A").
- B. 50 Percent will be the Roseville's rate of cost participation for the Signal System, APS, EVP System, and State Furnished Materials on T.H. 51 at C.R. C2 (System "B").

**4.3. Falcon Heights Participation Construction.** Falcon Heights will participate in the following at the percentages indicated:

- A. 25 Percent will be the Falcon Heights' rate of cost participation for the Signal System, APS, EVP System, and State Furnished Materials on T.H. 51 at Roselawn Avenue (System "A").

**4.4. Construction Engineering Costs.** Roseville and Falcon Heights will each pay a construction engineering charge equal to 8 percent of their total participation construction covered under this Agreement.

**4.5. Plan Changes, Additional Construction, Etc.** Roseville and Falcon Heights, respectively will share in the costs of construction contract addenda that are necessary for the respective Roseville and Falcon Heights participation construction covered under this Agreement, including any Roseville or Falcon Heights requested additional work and plan changes.

The State reserves the right to invoice Roseville or Falcon Heights for the cost of any additional Roseville or Falcon Heights requested work and plan changes, construction contract addenda, change orders, and associated construction engineering before the completion of the contract construction.



## 5. Roseville and Falcon Heights Cost and Payment

- 5.1. Roseville Cost. \$328,821.38** is Roseville's estimated share of the costs of the contract construction, State Furnished Materials and the 8 percent construction engineering cost share as shown in the Preliminary Schedule "I". The Preliminary Schedule "I" was prepared using estimated quantities and unit prices, and may include any credits or lump sum costs. Upon award of the construction contract, the State will prepare a Revised Schedule "I" based on construction contract unit prices, which will replace and supersede the Preliminary Schedule "I" as part of this Agreement.
- 5.1. Falcon Heights Cost. \$95,487.67** is Falcon Heights' estimated share of the costs of the contract construction, State Furnished Materials and the 8 percent construction engineering cost share as shown in the Preliminary Schedule "I". The Preliminary Schedule "I" was prepared using estimated quantities and unit prices, and may include any credits or lump sum costs. Upon award of the construction contract, the State will prepare a Revised Schedule "I" based on construction contract unit prices, which will replace and supersede the Preliminary Schedule "I" as part of this Agreement.
- 5.2. Conditions of Payment.** Roseville and Falcon Heights will pay the State the full and complete lump sum amount as shown in the Revised Schedule "I", after the following conditions have been met:
- A. Execution of this Agreement and transmittal to Roseville and Falcon Heights, including a copy of the Revised Schedule "I".
  - B. Roseville and Falcon Heights' receipt of a written request from the State for the advancement of funds.
- 5.3. Acceptance of Roseville and Falcon Heights' Cost and Completed Construction.** The computation by the State of the amount due from Roseville and Falcon Heights will be final, binding, and conclusive. Acceptance by the State of the completed contract construction will be final, binding, and conclusive upon Roseville and Falcon Heights as to the satisfactory completion of the contract construction.
- 5.4. Final Payment and Additional Roseville and Falcon Heights Requested Work.** Upon completion of all contract construction and upon computation of the final amount due the State's contractor, and only if additional work has been requested under Article 2.3.B of this Agreement, the State will prepare a Final Schedule "I" and submit a copy to Roseville or Falcon Heights. The Final Schedule "I" will be based on final quantities of any additional Roseville or Falcon Heights requested participation construction items and the construction engineering cost share due to additional requested work. The computation by the State of the amount due from Roseville or Falcon Heights will be final, binding and conclusive.

The State, Roseville, and Falcon Heights waive claims for any payments or refunds less than \$5.00 according to Minnesota Statutes § 15.415.

## 6. Authorized Representatives

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

**6.1.** The State's Authorized Representative will be:

Name, Title: Gregory Kern, MnDOT Metropolitan District Traffic Engineering (or successor)  
Address: 1500 County Road B2 West, Roseville, MN 55113  
Telephone: (651) 234-7877  
E-Mail: gregory.kern@state.mn.us

**6.2.** Roseville's Authorized Representative will be:

Name/Title: Jesse Freihammer, City Engineer (or successor)  
Address: 2660 Civic Center Drive, Roseville, MN 55113  
Telephone: 651-792-7042  
E-Mail: [jesse.freihammer@cityofroseville.com](mailto:jesse.freihammer@cityofroseville.com)

**6.3.** Falcon Heights' Authorized Representative will be:

Name/Title: Jesse Freihammer, City Engineer (or successor)  
Address: 2077 W. Larpenteur Avenue, Falcon Heights, MN 55113  
Telephone: 651-792-7611  
E-Mail: [jesse.freihammer@cityofroseville.com](mailto:jesse.freihammer@cityofroseville.com)

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

- 7.1. *Assignment.*** No party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
- 7.2. *Amendments.*** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.
- 7.3. *Waiver.*** If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.
- 7.4. *Contract Complete.*** This Agreement contains all prior negotiations and agreements between the State, Roseville and Falcon Heights. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

**8. Liability; Worker Compensation Claims**

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

**9. Nondiscrimination**

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

#### **10. State Audits**

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

#### **11. Government Data Practices**

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

#### **12. Governing Law; Jurisdiction; Venue**

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

#### **13. Termination; Suspension**

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

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

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

#### **14. Force Majeure**

No party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

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**CITY OF ROSEVILLE**

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

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

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

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

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

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

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

**DEPARTMENT OF TRANSPORTATION**

Recommended for Approval:

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

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

Approved:

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

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

**COMMISSIONER OF ADMINISTRATION**

By: \_\_\_\_\_  
(With Delegated Authority)

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

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

**CITY OF FALCON HEIGHTS**

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

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

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

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

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

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

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

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

**DEPARTMENT OF TRANSPORTATION**

Recommended for Approval:

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

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

Approved:

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

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

**COMMISSIONER OF ADMINISTRATION**

By: \_\_\_\_\_  
(With Delegated Authority)

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

**PRELIMINARY SCHEDULE "I"**  
**Agreement No. 1035383**  
**City of Falcon Heights / City of Roseville**

S.P. 6216-138 (T.H. 51=125)

Preliminary: November 21, 2019

S.A.P. 124-010-002 (City of Falcon Heights)

S.A.P. 160-010-007, S.A.P. 160-010-008 (City of Roseville)

State Funds

Traffic Control Signal, EVP Systems, and ADA improvement construction to start approximately 7/1/20 under

State Contract No. \_\_\_\_ with \_\_\_\_

Located on T.H. 51 (Snelling Ave.) at Roselawn Ave. and T.H. 51 (Snelling Ave.) at County Road C2

**CITY OF FALCON HEIGHTS TRAFFIC SIGNAL COST PARTICIPATION**

	26,104.16
ADA Improvement Work Items From Sheet No. 2	26,104.16
Signal System "A" Work Items From Sheet No. 4	44,448.00
State Furnished Materials From Sheet No. 4	15,795.45
Emergency Vehicle Pre-emption System "A" Work Items From Sheet No. 4	2,066.90
Subtotal	\$88,414.51
Construction Engineering (8%)	7,073.16
<b>(1) Total City of Falcon Heights Cost</b>	<b>\$95,487.67</b>

**CITY OF ROSEVILLE TRAFFIC SIGNAL COST PARTICIPATION**

	85,484.99
ADA Improvement Work Items From Sheet No. 2 and 3	85,484.99
Signal System "A" and "B" Work Items From Sheet No. 4 and 5	164,983.50
State Furnished Materials From Sheet No. 4 and 5	47,126.35
Emergency Vehicle Pre-emption System "A" and "B" Work Items From Sheet No. 4 and 5	6,869.40
Subtotal	\$304,464.24
Construction Engineering (8%)	24,357.14
<b>(1) Total City Cost</b>	<b>\$328,821.38</b>

(1) Amount of advance payment as described in Article 5 of the Agreement (estimated amount)

ITEM NUMBER	S.P. 6216-138 ADA WORK ITEMS SYSTEM "A"	UNIT	QUANTITY	UNIT PRICE	COST (1)
2011.601	AS BUILT	LUMP SUM	0.50	1,035.00	517.50
2021.501	MOBILIZATION	LUMP SUM	0.50	41,886.30	20,943.15
2102.518	PAVEMENT MARKING REMOVAL	SQ FT	843.00	3.50	2,950.50
2104.503	REMOVE CURB AND GUTTER	LIN FT	230.00	10.00	2,300.00
2104.518	REMOVE CONCRETE WALK	SQ FT	765.00	3.00	2,295.00
2104.618	REMOVE AND REPLACE BITUMINOUS PAVEMENT	SQ FT	474.00	17.00	8,058.00
2232.618	MILL AND PATCH BITUMINOUS PAVEMENT	SQ FT	293.00	4.00	1,172.00
2301.602	DRILL AND GROUT REINF BAR (EPOXY COATED)	EACH	64.00	20.00	1,280.00
2302.602	DOWEL BAR	EACH	20.00	9.00	180.00
2302.603	FULL DEPTH REPAIR (TYPE CD-HV)	LIN FT	28.00	110.00	3,080.00
2302.604	PAVEMENT REPLACEMENT (TYPE CX)	SQ YD	79.00	90.00	7,110.00
2503.503	12" RC PIPE SEWER DESIGN 3006	LIN FT	17.00	50.00	850.00
2503.602	CONNECT TO EXISTING DRAINAGE STRUCTURE	EACH	1.00	1,300.00	1,300.00
2506.502	CASTING ASSEMBLY	EACH	1.00	900.00	900.00
2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN H	LIN FT	4.00	380.00	1,520.00
2521.618	CONCRETE WALK	SQ FT	694.00	13.00	9,022.00
2531.603	CONCRETE CURB & GUTTER	LIN FT	255.00	40.00	10,200.00
2531.618	TRUNCATED DOMES	SQ FT	130.00	50.00	6,500.00
2563.601	TRAFFIC CONTROL	LUMP SUM	0.50	10,000.00	5,000.00
2563.613	AUD MESS DEV W PUSHBUTTON & LOCATOR TONE	UNIT DAY	20.00	125.00	2,500.00
2573.502	STORM DRAIN INLET PROTECTION	EACH	2.00	300.00	600.00
2575.602	SITE RESTORATION	EACH	4.00	550.00	2,200.00
2581.503	REMOVABLE PREFORMED PAVEMENT MARKING TAPE	LIN FT	180.00	1.20	216.00
2582.503	4" SOLID LINE PAINT	LIN FT	69.00	5.00	345.00
2582.518	CROSSWALK PAINT	SQ FT	216.00	4.00	864.00
2582.518	CROSSWALK PREFORM TAPE GROUND IN	SQ FT	863.00	14.50	12,513.50
				<b>TOTAL</b>	<b>\$104,416.65</b>
			(1) 50% STATE COST	\$52,208.33	
			<b>25% FALCON HTS COST</b>	<b>\$26,104.16</b>	
			<b>25% ROSEVILLE COST</b>	<b>\$26,104.16</b>	







ITEM NUMBER	S.P. 6216-138 SIGNAL SYSTEM "B" WORK ITEMS	UNIT	QUANTITY	UNIT PRICE	COST (4)
2565.516	TRAFFIC CONTROL SIGNAL SYSTEM "B"	SYSTEM	1.00	241,071.00	241,071.00
				TOTAL	\$241,071.00
				(4) 50% STATE COST	\$120,535.50
				50% ROSEVILLE COST	\$120,535.50
	STATE FURNISHED MATERIALS - TYPE "R" CABINET AND CONTROLLER		1.00	32,181.80	32,181.80
	STATE FURNISHED MATERIALS - VIDEO DETECTION CAMERA W/ ASSOCIATED EQUIPMENT		1.00	30,480.00	30,480.00
				TOTAL	\$62,661.80
				(4) 50% STATE COST	\$31,330.90
				50% ROSEVILLE COST	\$31,330.90
2565.501	EMERGENCY VEHICLE PRE-EMPTION SYSTEM "B"	LUMP SUM	1.00	9,605.00	9,605.00
				TOTAL	\$9,605.00
				(4) 50% STATE COST	\$4,802.50
				50% ROSEVILLE COST	\$4,802.50



**The City That Soars!**

## REQUEST FOR COUNCIL ACTION

<b>Meeting Date</b>	December 11, 2019
<b>Agenda Item</b>	Policy G3
<b>Attachment</b>	N/A
<b>Submitted By</b>	Sack Thongvanh, City Administrator

<b>Item</b>	Approving the Professional Service Agreement for Administrative Direction and Command Services for Fire Service from the City of Roseville
<b>Description</b>	<p>The City of Falcon Heights has explored and pursued different service models to continue to provide fire services for our City and the City of Lauderdale. With the termination of our Fire Chief, the City pursued internal and external candidates without success. All of the individuals that were interested in becoming our Interim Fire Chief reluctantly declined at a later date. During this process we also had individual meetings with each Firefighter and the common theme from almost all the Firefighters was the need to have a Fire Chief. We also received feedback to explore contract services with the City of St. Paul and Roseville.</p> <p>After multiple discussions with the Roseville Fire Department, it was very clear that Roseville wanted to assist the City of Falcon Heights maintain the current local paid on call department model. The hope for the next year is to have Roseville Fire help with the day to day operations, while at the same time assist the City to find its next Fire Chief.</p> <p>Roseville will also conduct an Audit of the Department that will include, but not limited to training (which will now be conducted by Roseville Fire), leadership structure, right people in the right place, meetings &amp; trainings, dispatch work, internal communications, reports &amp; report writing, uniform, gear, helmets assessments, annual performance checks &amp; inspections, annual medical examinations, SOP/SOG, personnel assessments, officer development and inspections.</p>
<b>Budget Impact</b>	This has been allocated in to Proposed 2020 Budget.
<b>Attachment(s)</b>	N/A
<b>Action(s) Requested</b>	Staff recommends approving the Professional Service Agreement for Administrative Direction and Command Services for Fire Service from the City of Roseville and eliminate the position of Assistant Fire Chief and Training Officer as a result would terminate the employment of Anton Fehrenbach and Bryan Sullivan effective December 11, 2019.

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**PROFESSIONAL SERVICES AGREEMENT  
FOR  
FIRE SERVICE ADMINISTRATIVE DIRECTION AND COMMAND  
SERVICES**

This Agreement is made by and between the City of Roseville, a Minnesota municipal corporation (“Roseville”), and the City of Falcon Heights, a Minnesota municipal corporation (“Falcon Heights”), as of the \_\_\_\_ day of \_\_\_\_\_, 2019.

WHEREAS, the City of Falcon Heights possesses its own Fire Department;

WHEREAS, the City of Lauderdale contracts with Falcon Heights to provide fire service operations;

WHEREAS, Falcon Heights desires to contract with the City of Roseville to provide fire service administrative direction and command services over its fire department; and,

WHEREAS, the parties desire to memorialize in writing their respective obligations under such contractual relationship.

NOW, THEREFORE, intending to be bound by the consideration and obligations contained herein, the sufficiency of which is expressly acknowledged, the parties hereby agree to the following Agreement:

**1. Scope of Work.**

Roseville agrees to provide the professional services described in Exhibit “A” attached hereto (“Work”) and the audit described in Exhibit “B” attached hereto (“Audit”) in consideration for the compensation set forth in Provision 3 below.

**2. Term.**

The term of this Agreement shall be from \_\_\_\_\_, 2019, through \_\_\_\_\_, 2020, the date of signature by the parties notwithstanding. The parties may extend the term of this Agreement by mutual written consent of all parties.

**3. Compensation for Services.**

Falcon Heights agrees to pay the City of Roseville a total compensation of \$40,000.00 for the initial term of this Agreement. Roseville shall submit to Falcon Heights a quarterly written invoice for \$10,000.00, which shall be paid in the same manner as other claims made to the City of Falcon Heights.

4. **Termination.**

This Agreement may be terminated at any time by any party, with or without cause, by delivering to the all other parties a written notice at least sixty (60) days prior to the date of such termination. The date of termination shall be stated in the notice. Upon termination by any party, Roseville shall be paid for services rendered through and until the date of termination.

5. **Assignment.**

No party may assign this Agreement, nor its rights and/or obligations hereunder, without the prior written consent of all other parties.

6. **Waiver.**

Any waiver by any party of a breach of any provisions of this Agreement shall not affect, in any respect, the validity of the remainder of this Agreement or either parties' ability to enforce a subsequent breach.

7. **Workers' Compensation**

Each party shall be responsible for injuries or death of its own personnel. Each party will maintain workers' compensation insurance or self-insurance coverage, covering its own personnel while they are performing services pursuant to this Agreement. Each party waives the right to sue the other party for any workers' compensation benefits paid to its own employees or volunteer or their dependents, even if the injuries were caused wholly or partially by the negligence of the other Party or its officers, employees, or volunteers.

8. **Damage to Equipment**

Each party shall be responsible for damages to or loss of its own equipment. Each party waives the right to sue the other Party for any damages to or loss of its equipment, even if the damages or losses were caused wholly or partially by the negligence of the other Party or its officers, employees, or volunteers.

9. **Indemnification and Defense.**

Subject to the limitations and immunities in MN Statute Chapter 466, to the fullest extent permitted by law, Falcon Heights agrees to defend, indemnify and hold harmless Roseville and its mayor, council members, officers, agents, employees and representatives from and against all liability, claims, petitions, demands, damages, costs, judgments, losses and expenses of any kind and in any forum or process, including but not limited to attorney's fees and costs, arising out of or resulting from any actual or alleged negligent or wrongful act or omission of Roseville pertaining to the performance or failure to perform under this Agreement. This provision does not apply to willful, intentional, and tortious misconduct by Roseville personnel.

Subject to the limitations and immunities in MN Statute Chapter 466, to the fullest extent permitted by law, Falcon Heights agrees to defend, indemnify and hold harmless Roseville and its mayor, council members, officers, agents, employees and representatives from and against all liability, claims, petitions, demands, damages, costs, judgments, losses and expenses of any kind and in any forum or process, including but not limited to attorney's fees and costs, arising out of or resulting from any actions or omissions on the part of any officers, agents, employees and representatives of Falcon Heights and/or Lauderdale pertaining to the subject matter of this Agreement.

The parties agree that liability under this Agreement is controlled by Minnesota Statutes §471.58, subd. 1a, and that the total liability for the parties shall not exceed the limits on governmental liability for a single unit of government as specified in Minnesota Statutes §466.04, subd. 1(a). Nothing in this Agreement is intended to, nor shall be construed to, constitute a waiver of any liability limitations available to any party under Minnesota Statutes Chapter 466.

**10. Counterparts.**

This Agreement may be executed in multiple counterparts, each of which shall be considered an original.

**11. Governing Law; Venue.**

This Agreement shall be controlled by the laws of the State of Minnesota. Any legal action brought under this Agreement shall be venued in a court of competent jurisdiction located in Ramsey County, Minnesota.

**12. Severability.**

The provisions of this Agreement are severable. If any portion hereof is, for any reason, held by a court of competent jurisdiction to be contrary to law, such decision shall not affect the remaining provisions of this Agreement.

**13. Notices.**

Any notice to be given by any party upon any other under this Agreement shall be properly given in writing either personally delivered or by e-mail or by U.S. mail to a party's City Manager or City Administrator as follows:

City of Roseville:

Patrick Trudgeon, City Manager  
[Pat.Trudgeon@cityofroseville.com](mailto:Pat.Trudgeon@cityofroseville.com)  
2660 Civic Center Drive  
Roseville, MN 55113

City of Falcon Heights:

Sack Thongvanh, City Administrator  
[Sack.Thongvanh@falconheights.org](mailto:Sack.Thongvanh@falconheights.org)  
2077 Larpenteur Avenue West  
Falcon Heights, MN 55113

The parties agree that delivering notices to the official successors of the above-named representatives shall be deemed sufficient under this Agreement.

Notices shall be deemed effective on the date of receipt if given personally, on the date of deposit in the U.S. mails if mailed, or on the date of delivery to an overnight courier if so delivered; provided, however, if notice is given by deposit in the U.S. mails or delivery to an overnight courier, the time for response to any notice by the other party shall commence to run one business day after the date of mailing or delivery to the courier. Any party may change its address for the service of notice by giving written notice of such change to the other party, in any manner above specified, 10 days prior to the effective date of such change

14. **Entire Agreement.**

Unless stated otherwise herein, the entire agreement of the parties is contained in this Agreement. This Agreement supersedes all prior oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by all parties.



**CITY OF ROSEVILLE**

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

\_\_\_\_\_  
Mayor

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

\_\_\_\_\_  
City Manager

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

\_\_\_\_\_  
Fire Chief

APPROVED AS TO FORM:

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

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

**CITY OF FALCON HEIGHTS**

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

\_\_\_\_\_  
Mayor

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

\_\_\_\_\_  
City Administrator

APPROVED AS TO FORM:

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

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

## **EXHIBIT A (“Work”)**

### **Fire Service Administrative Direction and Command services**

#### **Scope of Services and General Program Structural Outline**

This is not a contract for fire suppression or medical related emergency incident response. Roseville Fire will respond to predetermined incident types, or requests based on pre-existing automatic/mutual/closest unit agreements in place.

“Roseville Fire Administration” personnel consist of a Fire Chief, Assistant Fire Chief, three Battalion Chiefs and one administrative coordinator.

The city of Roseville agrees to provide the City of Falcon Heights the personnel necessary to provide the below “Scope of Services;” the personnel will be available 24 hours per day.

Overall supervision and management of all emergency and non-emergency day-to-day department operations and tasks.

The city of Falcon Heights understands and acknowledges that Roseville Fire Administration is under the direction of the Falcon Heights City Administrator, and not subject to supervision or direction of existing Falcon Heights Fire Department leadership or personnel.

Incident command and resource support will be given to Falcon Heights Fire Department for structure fires or major incident types, as previous auto & mutual aid agreements dictate, as well as when necessary as determined by Falcon Heights personnel, or Roseville Fire.

Control and coordination of operations budget for expenditure and purchase applications. This includes, but is not limited to, invoices, payroll, membership fees, etc.

Review and implementation of Standard Operating Guidelines (SOG) and Standard Operating Policies (SOP) to assure compliance with Local, State, Federal, NFPA, and best practices to assure for the safety of Firefighters and the community.

Provide a safe, courteous, professional, and consistent level of service for the department and community.

The Roseville Fire Administration will provide new contract audit, and recommendations report to the Falcon Heights City Administration and City Council within 120 days of execution of contract. The Roseville Fire Administration will have full permission and access to Falcon Heights Fire Department facilities and equipment.

The Roseville Fire Administration will have full access to all training and personnel records.

Roseville Fire Administration will provide to the City of Falcon Heights, Falcon Heights Fire Department, and Firefighters:

- Organizational management
- Fire, hazardous materials, rescue, and emergency medical services training
  - Perform the duties of training chief
- Personnel development
- Fleet and equipment management
- Firefighter OSHA and medical examination requirement management
- Personal protective equipment (PPE) management
- Fire investigation
- Perform recommendations on hiring, demotions, promotions, all personnel management decisions with approval of City Manager
- Management of fire station activities and space

Roseville Fire Administration will be reasonably available for department head-level meetings and events within the Falcon Heights organizational structure. Roseville Fire Administration will make reports to the City Administrator regularly, and City Council as requested.

Expanded scope/additional work: The City of Falcon Heights and the City of Roseville agree that at any time during the term of the contract either party may initiate discussions regarding the expansion of the scope of this contract to include expanded or additional services provided by the Roseville Fire Department.

## EXHIBIT B (“Audit”)

1. Training
  - a. Calendar Review and Planning
    - i. 2018
    - ii. 2019
    - iii. 2020
  - b. Hours of training for each topic
    - i. MBFTE/MFSCB Compliant?
    - ii. EMSRB/NREMT Compliant?
  - c. Personnel files
    - i. All of these items organized and compiled correctly
    - ii. Any outstanding personnel issues or discipline currently
  - d. 2020 calendar
    - i. Training
    - ii. Community Events
2. Leadership Structure
  - a. Leadership Review and Assessment
    - i. Promotions
    - ii. Demotions
3. The right people in the right places
  - a. Assessing daytime, nighttime, and weekend availability
4. Meetings & Trainings
  - a. Nights/Days/When/why, etc.
5. Dispatch Work
  - a. Response Plan Review
  - b. Phoenix G2 Update
  - c. Pager/Everbridge Review
6. Internal Communications
  - a. Website or a Firewire-type program?
  - b. Image Trend?
  - c. How do they communicate?
    - i. Email?
    - ii. Text?
7. Reports and Report Writing
  - a. Image Trend- What version and how does it operate?
  - b. Firehouse?

## EXHIBIT B (“Audit”)

8. Uniform Assessment
  - a. What needs to be addressed?
9. Gear, Helmet and PPE Assessment
  - a. NFPA compliant?
  - b. OSHA Compliant?
10. Annual Performance Checks and Inspections
  - a. SCBAs
  - b. Engine pump
  - c. Ladder
  - d. Hose testing
  - e. Equipment
    - i. Saws
    - ii. Fans
    - iii. Extinguishers
11. Annual Medical Examinations
  - a. What do they currently perform?
  - b. Who performs the medical examinations?
12. SOP/SOG
  - a. Full review of any/all SOGs
  - b. What needs to be cleaned up?
  - c. What is missing?
13. Personnel Assessments
  - a. Company officer review
  - b. Years of service, training, experience
    - i. Long-mid-term range assessment on retirement/transient employment
14. Officer Development
15. Inspections
  - a. Fire and Life Safety Inspections Completed?
  - b. Plan Review?
  - c. Pre-Plans for CAD?