

CITY OF FALCON HEIGHTS
Regular Meeting of the City Council
City Hall
2077 West Larpenteur Avenue
AGENDA
November 10, 2021 at 7:00 P.M.

A. CALL TO ORDER:

B. ROLL CALL: ANDREWS ___ GUSTAFSON___ LEEHY___

MIAZGA ___ WEHYEE___

STAFF PRESENT: THONGVANH___

C. PRESENTATION

D. APPROVAL OF MINUTES:

E. PUBLIC HEARINGS:

1. 2021 Pavement Management Project Assessment Hearing – Supplemental Assessment Roll

F. CONSENT AGENDA:

1. General Disbursements through: 11/05/21 \$205,332.31

Payroll through: 10/31/21 \$19,619.66

2. City License(s)

3. 2022 Sanitary Sewer Lining Agreement with the City of Roseville for the 2022 Sanitary Sewer Lining Project

G: POLICY ITEMS:

1. Law Enforcement Services with Ramsey County Sheriff's Office

2. Canvassing Election Results for November 2, 2021

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:

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REQUEST FOR COUNCIL ACTION

Meeting Date	November 10, 2021
Agenda Item	Public Hearing E1
Attachment	Resolution, Proposed Supplemental Assessment Roll, Presentation
Submitted By	Stephanie Smith, Asst. City Engineer

Item	2021 Pavement Management Project Assessment Hearing -Supplemental Assessment Roll
Description	<p>On October 27, 2021, the City Council set a date to hold a public hearing for the purpose establishing special assessments for the 2021 Pavement Management Project, which included improvements to Lindig St, Larpenteur Ave to Cul-de-sac. The approved roll assessed the property at incorrect front-footage rates and 1875 Larpenteur Avenue at the commercial property rate, but the property owner has since shown they are homesteaded at that property.</p> <p>State statute allows the approved assessment roll to be supplemented to correct errors with two-weeks' notice to the affected properties and a public hearing. The proposed supplemental assessment roll for Lindig Street is attached, which corrects errors in the assessment roll including front-footage rates and 1875 Larpenteur Avenue.</p> <p>It is the City's policy to assess a portion of street improvement costs. The City follows the requirements of Chapter 429 of state statute for the assessment process. Per city assessment policy and state statute, the City holds public hearings to consider assessments for street improvement projects.</p> <p>At the assessment hearing, staff will go through a brief presentation that will include a description of the project, project financing, and a discussion of typical assessments for properties benefiting from these improvements. Staff will summarize the City assessment policy and how it has been applied to this project.</p> <p>If questions come up regarding specific assessments or if amendments to the assessment rolls are necessary, the hearing can be continued to the next Council meeting. This will enable staff time to investigate concerns brought up during the Public Hearing and make recommendations to the City Council.</p> <p>It is suggested that if property owners have individual concerns about the quality of construction as part of the project or specific information about project deficiencies, these should be referred to the City Engineer. Typically, these kinds of complaints relate to quality of finished construction and are covered under the one-year contract warranty period. Correction of these types of problems should not delay the adoption of assessment</p>

rolls.

Once the supplemental assessment roll is adopted, the City allows for a 30-day pre-payment period. Following the pre-payment period, assessment rolls are certified to Ramsey County for collection. If approved at this meeting, the prepayment period would end on December 10, 2021 and interest would begin to accrue after that date. The City will then have the rolls certified to the County.

The property owners can either pay the assessments in part or in full by December 10, 2021 or have them added to their property taxes with interest as approved by Council. The first installment of the assessment would be due with property taxes in 2022.

Budget Impact

The supplemental assessment roll has been prepared in accordance with Falcon Heights’s assessment policy and as outlined in the project feasibility report. This project is being financed using the following funding sources:

- Special assessments levied in accordance with the City’s assessment policy.
- Use of Municipal State Aid (MSA) and street infrastructure funds to pay the City’s portion of the project.
- Expenditure of utility fund dollars to pay for repairs needed to the existing utility system.

The following table shows the project costs and funding breakdown for the project. The decrease in the Assessments will be funded with an increase from the Street Fund and MSA Fund:

	Total Cost	Assessments	Street	MSA	Sanitary	Storm
Tatum/ Linding	\$ 251,370.72	\$ 102,252.80	\$ 74,558.96	\$ 74,558.96		
Fry/St Mary/ Northome	\$ 599,740.85	\$ 220,010.67	\$ 189,865.09	\$ 189,865.09		
W Snelling	\$ 48,512.90	\$ 6,183.00	\$ 21,164.95	\$ 21,164.95		
E Snelling	\$ 52,057.43	\$ 7,102.75	\$ 22,477.34	\$ 22,477.34		
Sanitary	\$ 52,984.47				\$ 52,984.47	
Storm	\$ 86,395.46					\$86,395.46
Project Total	\$1,091,061.84	\$ 335,549.22	\$ 308,066.35	\$ 308,066.35	\$ 52,984.47	\$86,395.46

A portion of the costs for the project are proposed to be assessed. The following table compares the estimated assessment rates from the feasibility report to the assessment rates calculated based on the project costs. Project costs include construction costs and engineering costs.

Per-Foot Assessment Rate	Feasibility Report	Final Proposed
Tatum/Lindig		
Commercial/multi-unit	\$ 27.00	\$ 19.20
Residential	\$ 18.00	\$ 12.80
Fry/St Marys/Northeast		
Non-Profit	\$ 45.00	\$ 22.50
Commercial/multi-unit	\$ 27.00	\$ 13.50
Residential	\$ 18.00	\$ 9.00
East Snelling Dr		
Commercial/multi-unit	\$ 66.60	\$ 66.60
Residential	\$ 49.00	\$ 44.40
West Snelling Dr		
Non-Profit	\$ 30.00	\$ 27.00
Commercial/multi-unit	\$ 18.00	\$ 16.20
Residential	\$ 12.00	\$ 10.80

The Finance Director recommends the interest rate be set at 2% above the true interest rate of 2%, as has been standard practice on previous assessments. Therefore, the recommended interest rate for the 2021 PMP Special Assessments is 4%.

Attachment

- Resolution 21-45 Adopting and Confirming Supplemental Assessments for 2021 Pavement Management Project
- Proposed Assessment Roll
- PowerPoint Presentation

Action(s) Requested

Hold public hearing on 2021 Pavement Management Project supplemental assessments. Approve attached resolution adopting and confirming the supplemental assessment roll for the 2021 Pavement Management Project.

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**CITY OF FALCON HEIGHTS
COUNCIL RESOLUTION**

November 10, 2021

No. 21-45

**RESOLUTION ADOPTING AND CONFIRMING SUPPLEMENTAL ASSESSMENTS FOR 2021
PAVEMENT MANAGEMENT PROJECT**

WHEREAS, pursuant to proper notice duly given as required by law, the council has met and heard and passed upon all objections to the proposed supplemental assessment for the 2021 Pavement Management Project, the improvement of Lindig St, Larpenteur Ave to Cul-de-sac, by the installation of paving, concrete curb and gutter, drainage, and necessary appurtenances.

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

1. Such proposed supplemental assessment, a copy of which is attached hereto and made a part hereof, is hereby accepted and shall constitute the special assessment against the lands named therein, and each tract of land therein included is hereby found to be benefited by the proposed improvement in the amount of the assessment levied against it.
2. For properties listed in the attached supplemental assessment roll, the supplemental assessments shall supersede the assessment approved in the original assessment roll on September 22, 2021.
3. Such assessment shall be payable in equal annual principal installments extending over a period of five (5) years, the first of the installments to be payable on or before the first Monday in January 2022, and shall bear interest at the rate of 4 percent per annum. To the first installment shall be added interest on the entire assessment from 30 days after the date of the adoption of this assessment resolution until December 31, 2021. To each subsequent installment, when due, shall be added interest for one year on all unpaid installments.
4. The owner of any property so assessed may, at any time prior to certification of the assessment to the county auditor, pay the whole of the assessment on such property, with interest accrued to the date of payment, to the City Administrator, except that no interest shall be charged if the entire assessment is paid within 30 days from the adoption of the assessment. An owner may at any time thereafter, pay to the county auditor the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 15 or interest will be charged through December 31 of the succeeding year.

5. The City Administrator shall forthwith transmit a certified duplicate of this assessment to the county auditor to be extended on the property tax lists of the county. Such assessments shall be collected and paid over in the same manner as other municipal taxes.

WHEREUPON said resolution was declared duly passed and adopted.

Moved by:

Approved by: _____
Randall C. Gustafson
Mayor

GUSTAFSON ___ In Favor
MIAZGA
ANDREWS ___ Against
LEEHY
WEHYEE

Attested by: _____
Sack Thongvanh
City Administrator

21-02 FH PMP: Proposed Supplemental Assessment Roll - Lindig

ParcelID	SiteAddress	SiteCityStateZIP	Frontage (ft)	Assessed Footage (ft)	Type	Assessment Rate	Assessment Cost
162923340040	0 LINDIG ST	FALCON HEIGHTS MN 55113	82	0	SFR	\$12.80	\$0.00
162923310025	0 TATUM ST	FALCON HEIGHTS MN 55113	40	40	SFR	\$12.80	\$512.00
162923340028	1707 LINDIG ST	FALCON HEIGHTS MN 55113-5514	160	160	COM	\$19.20	\$3,072.00
162923340023	1708 LINDIG ST	FALCON HEIGHTS MN 55113-5529	88	88	SFR	\$12.80	\$1,126.40
162923340024	1710 LINDIG ST	FALCON HEIGHTS MN 55113-5529	88	88	SFR	\$12.80	\$1,126.40
162923340029	1711 LINDIG ST	FALCON HEIGHTS MN 55113-5505	82	82	SFR	\$12.80	\$1,049.60
162923340030	1715 LINDIG ST	FALCON HEIGHTS MN 55113-5505	82	82	SFR	\$12.80	\$1,049.60
162923340025	1718 LINDIG ST	FALCON HEIGHTS MN 55113-5529	88	88	SFR	\$12.80	\$1,126.40
162923340031	1727 LINDIG ST	FALCON HEIGHTS MN 55113-5505	76	76	SFR	\$12.80	\$972.80
162923340013	1728 LINDIG ST	FALCON HEIGHTS MN 55113-5529	95	95	SFR	\$12.80	\$1,216.00
162923340012	1739 FAIRVIEW AVE N	FALCON HEIGHTS MN 55113-5503	95	95	SFR	\$12.80	\$1,216.00
162923340032	1741 LINDIG ST	FALCON HEIGHTS MN 55113-5505	78	78	SFR	\$12.80	\$998.40
162923340033	1745 LINDIG ST	FALCON HEIGHTS MN 55113-5505	81	81	SFR	\$12.80	\$1,036.80
162923340082	1750 LINDIG ST	FALCON HEIGHTS MN 55113-5529	95	95	SFR	\$12.80	\$1,216.00
162923340034	1753 LINDIG ST	FALCON HEIGHTS MN 55113-5505	81	81	SFR	\$12.80	\$1,036.80
162923340035	1759 LINDIG ST	FALCON HEIGHTS MN 55113-5505	81	81	SFR	\$12.80	\$1,036.80
162923340006	1763 FAIRVIEW AVE N	FALCON HEIGHTS MN 55113-5503	95	95	SFR	\$12.80	\$1,216.00
162923340095	1764 LINDIG ST	FALCON HEIGHTS MN 55113-5529	190	190	SFR	\$12.80	\$2,432.00
162923340036	1765 LINDIG ST	FALCON HEIGHTS MN 55113-5505	81	81	SFR	\$12.80	\$1,036.80
162923340037	1771 LINDIG ST	FALCON HEIGHTS MN 55113-5505	81	81	SFR	\$12.80	\$1,036.80
162923340038	1777 LINDIG ST	FALCON HEIGHTS MN 55113-5505	81	81	SFR	\$12.80	\$1,036.80
162923340004	1782 LINDIG ST	FALCON HEIGHTS MN 55113-5529	95	95	SFR	\$12.80	\$1,216.00
162923340039	1783 LINDIG ST	FALCON HEIGHTS MN 55113-5505	81	81	SFR	\$12.80	\$1,036.80
162923340092	1788 LINDIG ST	FALCON HEIGHTS MN 55113-5529	95	95	SFR	\$12.80	\$1,216.00
162923310094	1799 LINDIG ST	FALCON HEIGHTS MN 55113-5505	75	75	SFR	\$12.80	\$960.00
162923310102	1804 LINDIG ST	FALCON HEIGHTS MN 55113-5538	178	178	SFR	\$12.80	\$2,278.40
162923310093	1805 LINDIG ST	FALCON HEIGHTS MN 55113-5537	75	75	SFR	\$12.80	\$960.00
162923340022	1871 LARPEUR AVE W	FALCON HEIGHTS MN 55113-5507	215	215	COM	\$19.20	\$4,128.00
162923340026	1875 LARPEUR AVE W	FALCON HEIGHTS MN 55113-5533	140	140	SFR	\$12.80	\$1,792.00

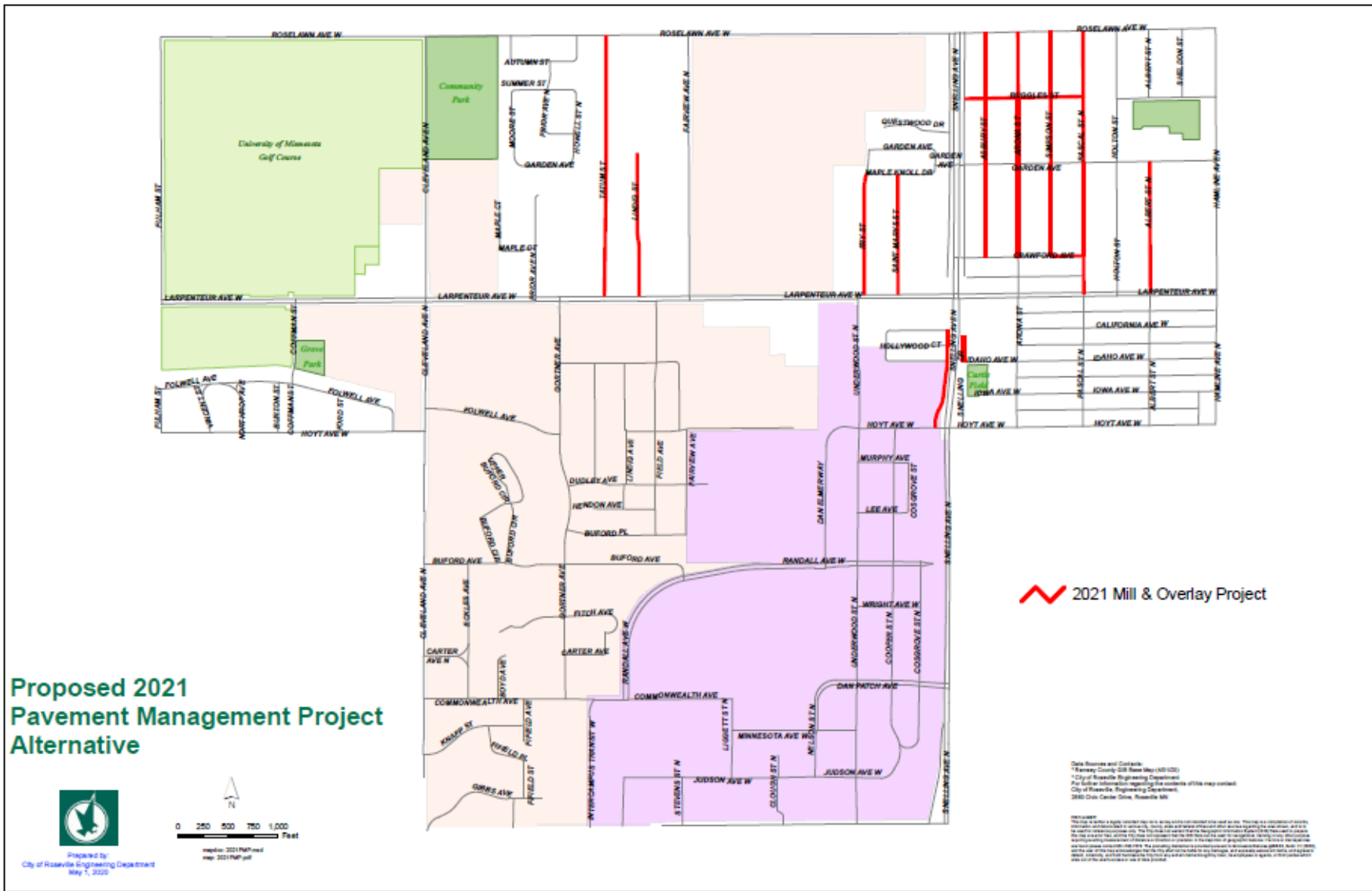
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2021 PMP Supplemental Assessment Hearing

Falcon Heights - November 10, 2021

2021 PMP



2021 PMP

- ▶ Street Improvements - 3.86 miles (Assessed portion of the project)
 - ▶ Milled bituminous pavement
 - ▶ Repaved bituminous pavement
 - ▶ Replaced damaged/deteriorated curb and gutter
 - ▶ Updated curb ramps to meet ADA compliance and fix broken sidewalk

2021 PMP

- Other Improvements - Not Assessed
 - Utility Improvements
 - Sanitary Sewer
 - Replaced sanitary castings
 - Storm Sewer
 - Repaired some catch basins
 - Lindig basin

Supplemental Assessment

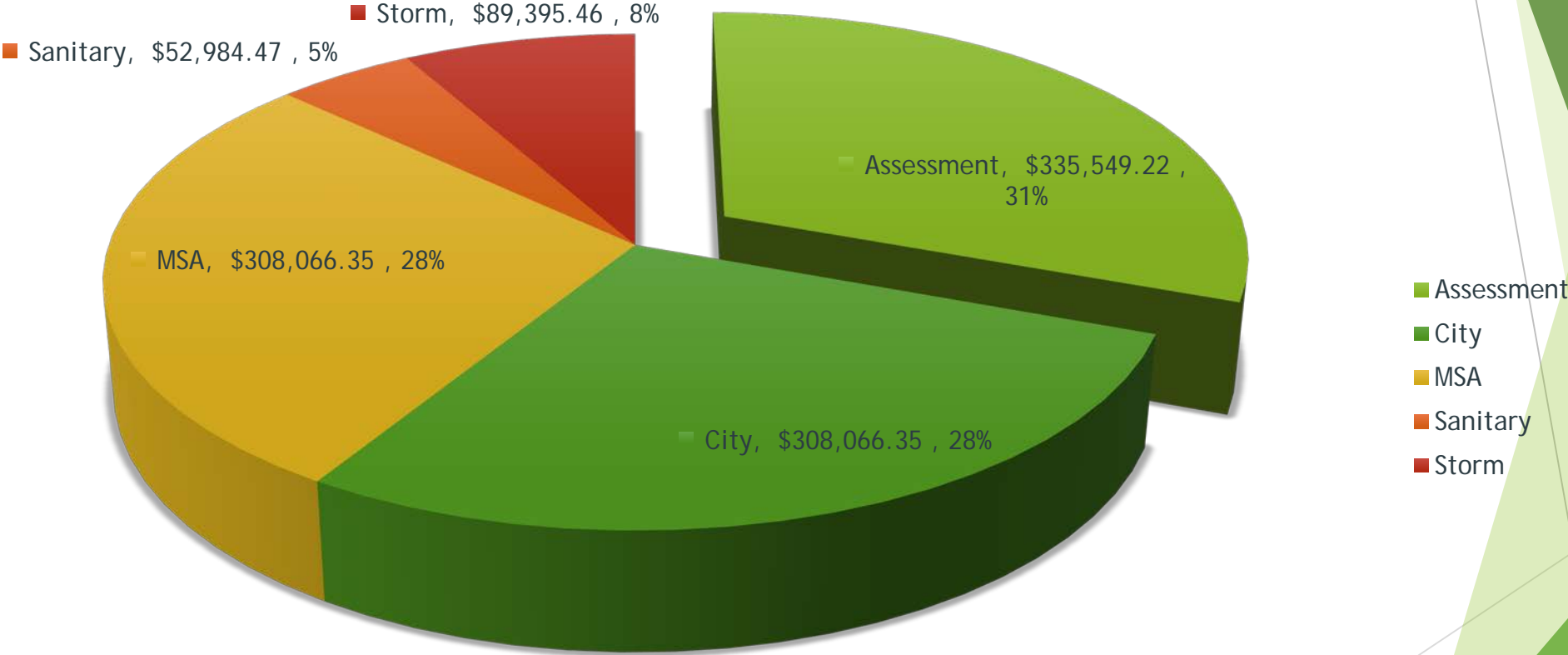
Lindig Street		
Type	Supplemental Assessment	Initial Assessment Roll
SFR	\$12.80	\$18.00
COM	\$19.20	\$27.00
NP	\$32.00	\$45.00

	Assessments	City	MSA	Sanitary	Storm
Change in Funding with Supplemental Assessment	-\$16,753.40	+\$8,376.70	+\$8,376.70	\$0	\$0

Estimated Final Project Cost

	Total Cost	Assessments	Remaining	City	MSA	Sanitary	Storm
Tatum/Lindig	\$251,370.72	\$102,252.80	\$149,117.92	\$74,558.96	\$74,558.96		
Fry/St Mary/Northeast	\$599,740.85	\$220,010.67	\$379,730.18	\$189,865.09	\$189,865.09		
W Snelling	\$48,512.90	\$6,183.00	\$42,329.90	\$21,164.95	\$21,164.95		
E Snelling	\$52,057.43	\$7,102.75	\$44,954.68	\$22,477.34	\$22,477.34		
Sanitary	\$52,984.47					\$52,984.47	
Storm	\$86,395.46						\$ 86,395.46
Project Total	\$1,091,061.84	\$335,549.22	\$616,132.69	\$308,066.35	\$308,066.35	\$52,984.47	\$ 86,395.46

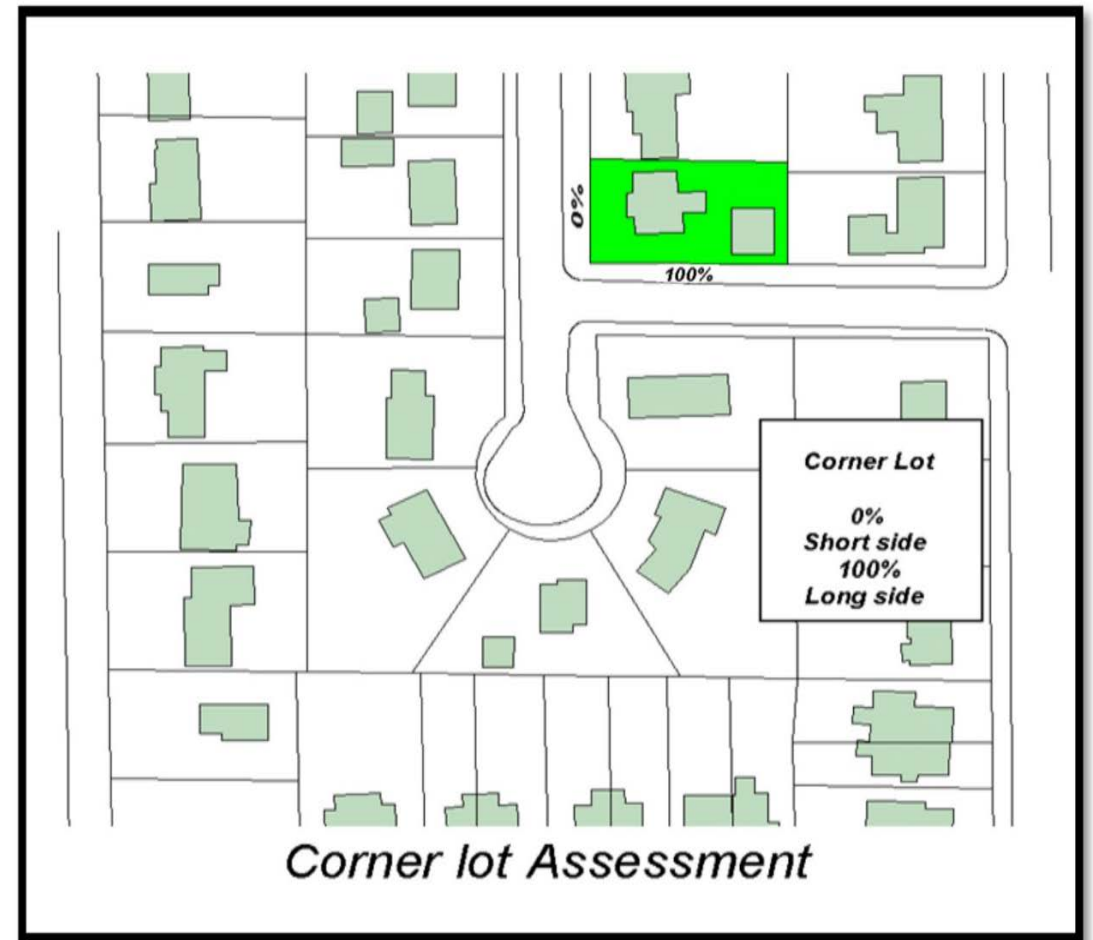
Estimated Final Project Cost By Fund



Assessment Policy

▶ Assessment Policy

- ▶ Assessed per the front footage of the lots
- ▶ Corner lots assessed 100% long, 0% short side
- ▶ Assessment Rates (street costs only)
 - ▶ Residential - 40% of per foot of frontage project cost
 - ▶ Commercial/Multi-unit residential - 60% of per foot of frontage project cost
 - ▶ Tax-exempt - 100%



Assessment Rates (\$/LF of Frontage)

	Tatum/Lindig		Fry, St Mary, Northeast		East Snelling		W Snelling	
Type	Final	<i>Preliminary</i>	Final	<i>Preliminary</i>	Final	<i>Preliminary</i>	Final	<i>Preliminary</i>
SFR	\$12.80	\$18.00	\$9.00	\$18.00	\$44.40	\$49.00	\$10.66	\$12.00
COM	\$19.20	\$27.00	\$13.50	\$27.00	\$66.60	\$73.50	\$15.99	\$18.00
NP	\$32.00	\$45.00	\$22.50	\$45.00	\$111.00	\$122.50	\$26.66	\$30.00

Assessments- Payment Options

▶ After assessment hearing:

- ❖ Pay part or all up front interest free in first 30 days - October 25, 2021
- ❖ Add to property taxes
 - ❖ First payment due in 2022 with property taxes
 - ❖ Length of payment period and interest rate set by City Council
 - ❖ 5 years
 - ❖ Interest rate 4%
- ❖ Hardship deferral
 - ❖ Homestead property
 - ❖ Age 65 or older, or retired by virtue of a disability
 - ❖ Payment would be a hardship based on tax returns
 - ❖ Assessment will accrue interest
 - ❖ Application available at City Hall

Recommended Actions

- ▶ Open Public Hearing
- ▶ Recommended Council Action
 - ▶ Approval of resolution adopting and confirming Assessments for 2021 PMP Project

Appeals to District Court

Note:

In order to appeal to district court, the property owner must file a written, signed objection prior to the assessment hearing or present same to the presiding officer at the hearing.

The property owner must then also serve notice upon the Mayor or City Clerk within 30 days of adoption of the assessment roll.

The notice of appeal must be filed with the Clerk of the district court within ten (10) days after service on the City.

Questions?

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REQUEST FOR COUNCIL ACTION

Meeting Date	November 10, 2021
Agenda Item	Consent F1
Attachment	General Disbursements and Payroll
Submitted By	Roland Olson, Finance Director

Item	General Disbursements and Payroll
Description	General Disbursements through: 11/05/21 \$205,332.31 Payroll through: 10/31/21 \$19,619.66
Budget Impact	The general disbursements and payroll are consistent with the budget.
Attachment(s)	<ul style="list-style-type: none"> • General Disbursements and Payroll
Action(s) Requested	Staff recommends that the Falcon Heights City Council approve general disbursements and payroll.

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POST DATE	BANK CODE	DESCRIPTION	GROSS DISCOUNT	P.O. # G/L ACCOUNT	ACCOUNT NAME	DISTRIBUTION
-----ID-----						
255 AMERICAN OFFICE PRODUCTS						
I-6349		AMERICAN OFFICE PRODUCTS	426.00			
10/29/2021	APBNK	DUE: 10/29/2021 DISC: 10/29/2021 BUSINESS CARDS		1099: N 101 4112-70100-000	SUPPLIES	426.00
=== VENDOR TOTALS ===			426.00			

01-00295 AVR, INC						
I-244031		AVR, INC	814.50			
10/29/2021	APBNK	DUE: 10/29/2021 DISC: 10/29/2021 SIDEWALK PANELS REPLACED		1099: N 419 4419-92005-000	SIDEWALK IMPROVEMENTS	814.50
=== VENDOR TOTALS ===			814.50			

01-03025 COLIN CALLAHAN						
I-202110297972		COLIN CALLAHAN	71.00			
10/29/2021	APBNK	DUE: 10/29/2021 DISC: 10/29/2021 CHILD CARE REIMBURSEMENT CHILD CARE REIMBURSEMENT CHILD CARE REIMBURSEMENT		1099: N 101 21714-000 601 21714-000 602 21714-000	CHILD CARE STATE PAYABLE CHILD CARE STATE PAYABLE CHILD CARE STATE PAYABLE	29.06 34.14 7.80
=== VENDOR TOTALS ===			71.00			

01-03103 CANON FINANCIAL SERVICES						
I-27509967		CANON FINANCIAL SERVICES	122.39			
10/29/2021	APBNK	DUE: 10/29/2021 DISC: 10/29/2021 COPIER CONTRACT CHARGE OCT		1099: N 101 4131-87010-000	CITY HALL MAINTENANCE	122.39
=== VENDOR TOTALS ===			122.39			

089 CASH						
I-202110297973		CASH	27.00			
10/29/2021	APBNK	DUE: 10/29/2021 DISC: 10/29/2021 TREES		1099: N 101 4134-84020-000	TREE REMOVAL	27.00
=== VENDOR TOTALS ===			27.00			

01-03117 CITY OF LITTLE CANADA						
I-20081		CITY OF LITTLE CANADA	399.84			
10/29/2021	APBNK	DUE: 10/29/2021 DISC: 10/29/2021 3RD QTR BUILDING INSPECTOR		1099: N 101 4117-81210-000	BUILDING INSPECTORS	399.84
=== VENDOR TOTALS ===			399.84			

PACKET: 02389 OCT 29 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
290		CITY OF ROSEVILLE				
I-230444		CITY OF ROSEVILLE	5,398.49			
10/29/2021	APBNK	DUE: 10/29/2021 DISC: 10/29/2021		1099: N		
		PMP SEPTEMBER		426 4426-80100-000	ENGINEERING	3,994.31
		ENGINEERING SEPTEMBER		101 4133-80100-000	ENGINEERING SERVICES	1,315.24
		ENGINEERING ALLY SEPTEMBER		419 4419-80100-000	ENGINEERING	88.94
		=== VENDOR TOTALS ===	5,398.49			
01-05724		DISTRICT 10 COMO COMMUNITY COU				
I-202102		DISTRICT 10 COMO COMMUNITY CO	400.00			
10/29/2021	APBNK	DUE: 10/29/2021 DISC: 10/29/2021		1099: N		
		STATE FAIRGROUNDS TRASH DROP		206 4206-89010-000	CLEANUPDAY/EVENTS/ORG CO	400.00
		=== VENDOR TOTALS ===	400.00			
01-04000		EHLERS AND ASSOCIATES				
I-88457		EHLERS AND ASSOCIATES	607.50			
10/29/2021	APBNK	DUE: 10/29/2021 DISC: 10/29/2021		1099: N		
		REVIEW OF TIF DOCUMENTS		414 4414-81900-000	OTHER PROFESSIONAL SERVI	607.50
		=== VENDOR TOTALS ===	607.50			
01-05171		FRA DOR INC				
I-2110042		FRA DOR INC	61.00			
10/29/2021	APBNK	DUE: 10/29/2021 DISC: 10/29/2021		1099: N		
		BLACK DIRT FOR MEDIANS		419 4419-92056-000	LARPENTEUR MEDIAN 2020	61.00
		=== VENDOR TOTALS ===	61.00			
466		LAND'S END BUSINESS OUTFIT				
I-SIN9549397		LAND'S END BUSINESS OUTFIT	144.80			
10/29/2021	APBNK	DUE: 10/29/2021 DISC: 10/29/2021		1099: N		
		CITY LOGO CLOTHING		101 4112-70100-000	SUPPLIES	144.80
		=== VENDOR TOTALS ===	144.80			
01-05060		MCQUEEN EQUIPMENT INC				
I-P37969		MCQUEEN EQUIPMENT INC	267.23			
10/29/2021	APBNK	DUE: 10/29/2021 DISC: 10/29/2021		1099: N		
		KIT - SURGE TANK		602 4602-83025-000	SWEEPER PARTS/SUPPLIES	267.23
		=== VENDOR TOTALS ===	267.23			

PACKET: 02389 OCT 29 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
263		MID CITY SERVICES- INDUSTRIAL				
I-165331		MID CITY SERVICES- INDUSTRIAL	42.15			
10/29/2021	APBNK	DUE: 10/29/2021 DISC: 10/29/2021 FLOOR MAT SVC		1099: N 101 4131-87010-000	CITY HALL MAINTENANCE	42.15
		=== VENDOR TOTALS ===	42.15			
01-05869		MINNESOTA/WISCONSIN PLAYGROUND				
I-2021473		MINNESOTA/WISCONSIN PLAYGROUN	636.05			
10/29/2021	APBNK	DUE: 10/29/2021 DISC: 10/29/2021 REPAIR PICNIC TABLES		1099: N 403 4403-91000-000	MACHINERY & EQUIPMENT	636.05
		=== VENDOR TOTALS ===	636.05			
01-05676		OFFICE DEPOT				
I-201675185001		OFFICE DEPOT	63.55			
10/29/2021	APBNK	DUE: 10/29/2021 DISC: 10/29/2021 FOLDERS, PENCILS, SUPPLIES		1099: N 101 4112-70100-000	SUPPLIES	63.55
		=== VENDOR TOTALS ===	63.55			
01-06465		SAFE-FAST INC				
I-INV252316		SAFE-FAST INC	95.60			
10/29/2021	APBNK	DUE: 10/29/2021 DISC: 10/29/2021 GLOVES		1099: N 101 4132-77000-000	CLOTHING	95.60
I-INV252373		SAFE-FAST INC	251.80			
10/29/2021	APBNK	DUE: 10/29/2021 DISC: 10/29/2021 SWEATSHIRTS		1099: N 101 4132-77000-000	CLOTHING	251.80
		=== VENDOR TOTALS ===	347.40			
01-05752		UNIVERSAL TRUCK SERVICE LLC				
I-59440		UNIVERSAL TRUCK SERVICE LLC	592.53			
10/29/2021	APBNK	DUE: 10/29/2021 DISC: 10/29/2021 TRUCK REPAIR AND DOT STICKER		1099: N 101 4132-87000-000	REPAIR EQUIPMENT	592.53
		=== VENDOR TOTALS ===	592.53			

PACKET: 02389 OCT 29 PAYABLES
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 DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
003		WARNING LITES OF MINNESOTA INC				
I-232244		WARNING LITES OF MINNESOTA IN	639.00			
10/29/2021	APBNK	DUE: 10/29/2021 DISC: 10/29/2021		1099: N		
		20 MPH SPEED LIMIT SIGNS		101 4132-75100-000	STREET SIGNS	639.00
		=== VENDOR TOTALS ===	639.00			
01-05870		XCEL ENERGY				
I-751579689		XCEL ENERGY	30.99			
10/29/2021	APBNK	DUE: 10/29/2021 DISC: 10/29/2021		1099: N		
		ELECT		101 4141-85020-000	ELECTRIC/GAS	15.71
		ELECT		209 4209-85020-000	STREET LIGHTING POWER	15.28
		=== VENDOR TOTALS ===	30.99			
		=== PACKET TOTALS ===	11,091.42			

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
295	AVR, INC					
I-244744		AVR, INC	943.00			
11/01/2021	APBNK	DUE: 11/01/2021 DISC: 11/01/2021 SIDEWALK REPAIR		1099: N 419 4419-92005-000	SIDEWALK IMPROVEMENTS	943.00
=== VENDOR TOTALS ===			943.00			
01-05371	BOND TRUST SERVICES CORPORATIO					
I-67019		BOND TRUST SERVICES CORPORATI	181,395.00			
11/01/2021	APBNK	DUE: 11/01/2021 DISC: 11/01/2021 PRINCIPAL CALLED BOND INTEREST		1099: N 312 4312-94000-000 312 4312-94500-000	BOND PRINCIPAL BOND INTEREST	180,000.00 1,395.00
=== VENDOR TOTALS ===			181,395.00			
01-00975	BOYER TRUCKS INC					
I-007P19206		BOYER TRUCKS INC	222.21			
11/01/2021	APBNK	DUE: 11/01/2021 DISC: 11/01/2021 SWEEPER PARTS/SUPPLIES		1099: N 602 4602-83025-000	SWEEPER PARTS/SUPPLIES	222.21
=== VENDOR TOTALS ===			222.21			
01-05422	BP					
I-202111017974		BP	1,434.17			
11/01/2021	APBNK	DUE: 11/01/2021 DISC: 11/01/2021 FUEL FUEL		1099: N 101 4132-74000-000 602 4602-74000-000	MOTOR FUEL & LUBRICANTS FUEL & LUBRICANTS	1,220.40 213.77
=== VENDOR TOTALS ===			1,434.17			
53	HOME DEPOT CRC/GECF					
I-202111017976		HOME DEPOT CRC/GECF	165.70			
11/01/2021	APBNK	DUE: 11/01/2021 DISC: 11/01/2021 LUMBER, DUCT TAPE, MULCH SIDEWALK REPAIR		1099: N 101 4131-70110-000 419 4419-92005-000	SUPPLIES SIDEWALK IMPROVEMENTS	71.12 94.58
=== VENDOR TOTALS ===			165.70			

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
882	MENARDS					
I-202111017977		MENARDS	310.04			
11/01/2021	APBNK	DUE: 11/01/2021 DISC: 11/01/2021		1099: N		
		LUMBER		101 4132-70120-000	SUPPLIES	24.40
		LAWN EDGE STAKES		419 4419-92056-000	LARPEN TEUR MEDIAN 2020	119.94
		GREEN TREATED LUMBER		419 4419-92056-000	LARPEN TEUR MEDIAN 2020	7.68
		GEOTEXTILE LANDSCAPE FABRIC		419 4419-92056-000	LARPEN TEUR MEDIAN 2020	112.00
		CONCRETE		101 4132-70120-000	SUPPLIES	46.02
		=== VENDOR TOTALS ===	310.04			
01-05670	METRO PRODUCTS INC					
I-162906		METRO PRODUCTS INC	27.02			
11/01/2021	APBNK	DUE: 11/01/2021 DISC: 11/01/2021		1099: N		
		TY WRAPS, WASHERS, NUTS		101 4132-70120-000	SUPPLIES	27.02
		=== VENDOR TOTALS ===	27.02			
01-05722	NEWTON BONDING					
I-291953		NEWTON BONDING	350.00			
11/01/2021	APBNK	DUE: 11/01/2021 DISC: 11/01/2021		1099: N		
		PUBLIC OFFICIAL SCHEDULE		101 4113-89000-000	MISCELLANEOUS	350.00
		=== VENDOR TOTALS ===	350.00			
01-06115	TIMOTHY PITTMAN					
I-202111017978		TIMOTHY PITTMAN	131.10			
11/01/2021	APBNK	DUE: 11/01/2021 DISC: 11/01/2021		1099: N		
		FLEX PAYMENT		101 21712-000	MEDICAL FLEX SAVINGS PAY	52.44
		FLEX PAYMENT		601 21712-000	MEDICAL FLEX SAVINGS PAY	45.89
		FLEX PAYMENT		602 21712-000	MEDICAL FLEX SAVINGS PAY	32.77
		=== VENDOR TOTALS ===	131.10			
01-00935	ST PAUL REGIONAL WATER SERVICE					
I-202111017979		ST PAUL REGIONAL WATER SERVIC	125.49			
11/01/2021	APBNK	DUE: 11/01/2021 DISC: 11/01/2021		1099: N		
		COMMUNITY PARK WATER		101 4141-85040-000	WATER	32.61
		COMMUNITY PARK SANITARY SEWER		101 4141-85070-000	SEWER	11.83
		WATER		101 4131-85040-000	WATER	62.24
		SEWER		101 4131-85070-000	SEWER	18.81
		=== VENDOR TOTALS ===	125.49			

POST	DATE	BANK CODE	DESCRIPTION	GROSS DISCOUNT	P.O. # G/L ACCOUNT	ACCOUNT NAME	DISTRIBUTION
-----ID-----							
370			XCEL ENERGY				
I-202111017980			XCEL ENERGY	250.98			
11/01/2021	APBNK		DUE: 11/01/2021 DISC: 11/01/2021		1099: N		
			ELECT		209 4209-85020-000	STREET LIGHTING POWER	15.41
			ELECT		209 4209-85020-000	STREET LIGHTING POWER	30.10
			ELECT		209 4209-85020-000	STREET LIGHTING POWER	114.38
			ELECT		209 4209-85020-000	STREET LIGHTING POWER	4.29
			ELECT		101 4131-85020-000	ELECTRIC	86.80
			=== VENDOR TOTALS ===	250.98			

01-07194	ZARNOTH		BRUSH WORKS				
I-0186829			ZARNOTH BRUSH WORKS	508.50			
11/01/2021	APBNK		DUE: 11/01/2021 DISC: 11/01/2021		1099: N		
			DISPOSABLE GUTTER BROOMS		602 4602-83025-000	SWEEPER PARTS/SUPPLIES	508.50
			=== VENDOR TOTALS ===	508.50			
			=== PACKET TOTALS ===	185,863.21			

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
0432		CUNNINGHAM, MARY				
I-202111057989		CUNNINGHAM, MARY	988.00			
11/05/2021	APBNK	DUE: 11/05/2021 DISC: 11/05/2021		1099: N		
		REFUND EXCESS PREPAIDS		426 36100-000	SPECIAL ASSESSMENTS	988.00
		=== VENDOR TOTALS ===	988.00			
01-04430		ELDRED, LINDA				
I-202111057987		ELDRED, LINDA	421.20			
11/05/2021	APBNK	DUE: 11/05/2021 DISC: 11/05/2021		1099: N		
		REFUND EXCESS PREPAIDS		426 36100-000	SPECIAL ASSESSMENTS	421.20
		=== VENDOR TOTALS ===	421.20			
01-04424		GANGENESS, BJORN				
I-202111057981		GANGENESS, BJORN	598.00			
11/05/2021	APBNK	DUE: 11/05/2021 DISC: 11/05/2021		1099: N		
		REFUND EXCESS PREPAIDS		426 36100-000	SPECIAL ASSESSMENTS	208.00
		REFUND EXCESS PREPAIDS		426 36100-000	SPECIAL ASSESSMENTS	390.00
		=== VENDOR TOTALS ===	598.00			
01-05115		GOPHER STATE ONE CALL				
I-1100385		GOPHER STATE ONE CALL	75.60			
11/05/2021	APBNK	DUE: 11/05/2021 DISC: 11/05/2021		1099: N		
		LOCATES		601 4601-88030-000	LOCATES	75.60
		=== VENDOR TOTALS ===	75.60			
0426		GULLICKSON, RALPH				
I-202111057983		GULLICKSON, RALPH	457.60			
11/05/2021	APBNK	DUE: 11/05/2021 DISC: 11/05/2021		1099: N		
		REFUND EXCESS PREPAIDS		426 36100-000	SPECIAL ASSESSMENTS	457.60
		=== VENDOR TOTALS ===	457.60			
01-04425		HUBBARD, WILLIAM				
I-202111057982		HUBBARD, WILLIAM	407.60			
11/05/2021	APBNK	DUE: 11/05/2021 DISC: 11/05/2021		1099: N		
		REFUND EXCESS PREPAIDS		426 36100-000	SPECIAL ASSESSMENTS	407.60
		=== VENDOR TOTALS ===	407.60			

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
427		JOHNSON, CHARLES				
I-202111057984		JOHNSON, CHARLES	457.60			
11/05/2021	APBNK	DUE: 11/05/2021 DISC: 11/05/2021 REFUND EXCESS PREPAIDS		1099: N 426 36100-000	SPECIAL ASSESSMENTS	457.60
=== VENDOR TOTALS ===			457.60			

01-04429		MARTIN, JOHN				
I-202111057986		MARTIN, JOHN	494.00			
11/05/2021	APBNK	DUE: 11/05/2021 DISC: 11/05/2021 REFUND EXCESS PREPAIDS		1099: N 426 36100-000	SPECIAL ASSESSMENTS	494.00
=== VENDOR TOTALS ===			494.00			

01-05263		MID CITY SERVICES- INDUSTRIAL				
I-166450		MID CITY SERVICES- INDUSTRIAL	42.15			
11/05/2021	APBNK	DUE: 11/05/2021 DISC: 11/05/2021 FLOOR MATS SVC		1099: N 101 4131-87010-000	CITY HALL MAINTENANCE	42.15
=== VENDOR TOTALS ===			42.15			

01-05731		MN DEPARTMENT OF LABOR INDUSTR				
I-SEPT 1230152021		MN DEPARTMENT OF LABOR INDUST	1,107.85			
11/05/2021	APBNK	DUE: 11/05/2021 DISC: 11/05/2021 3RD QTR SURCHARGES		1099: N 101 20801-000	DUE TO OTHER GOVERNMENTS	1,107.85
=== VENDOR TOTALS ===			1,107.85			

01-05843		MN NCPERS LIFE INSURANCE				
458800112021		MN NCPERS LIFE INSURANCE	48.00			
11/05/2021	APBNK	DUE: 11/05/2021 DISC: 11/05/2021 2021 LIFE INSURANCE NOV 2021 LIFE INSURANCE NOV 2021 LIFE INSURANCE NOV 2021 LIFE INSURANCE NOV		1099: N 101 21709-000 204 21709-000 601 21709-000 602 21709-000	OTHER PAYABLE OTHER PAYABLE OTHER PAYABLE OTHER PAYABLE	24.64 1.60 15.52 6.24
=== VENDOR TOTALS ===			48.00			

PACKET: 02393 NOV 5 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
030	OLSON, ROLAND					
I-202111057991		OLSON, ROLAND	56.79			
11/05/2021	APBNK	DUE: 11/05/2021 DISC: 11/05/2021		1099: N		
		MILEAGE REIMBURSE OCT		101 4113-86010-000	MILEAGE	56.79
		=== VENDOR TOTALS ===	56.79			
01-04433	SIMNA, NARENDRA					
I-202111057990		SIMNA, NARENDRA	494.00			
11/05/2021	APBNK	DUE: 11/05/2021 DISC: 11/05/2021		1099: N		
		REFUND EXCESS PREPAIDS		426 36100-000	SPECIAL ASSESSMENTS	494.00
		=== VENDOR TOTALS ===	494.00			
01-04431	STRAIT, PHILIP					
I-202111057988		STRAIT, PHILIP	494.00			
11/05/2021	APBNK	DUE: 11/05/2021 DISC: 11/05/2021		1099: N		
		REFUND EXCESS PREPAIDS		426 36100-000	SPECIAL ASSESSMENTS	494.00
		=== VENDOR TOTALS ===	494.00			
01-05752	UNIVERSAL TRUCK SERVICE LLC					
I-59725		UNIVERSAL TRUCK SERVICE LLC	1,741.29			
11/05/2021	APBNK	DUE: 11/05/2021 DISC: 11/05/2021		1099: N		
		STREET SWEEPER REPAIRS		101 4132-87000-000	REPAIR EQUIPMENT	1,741.29
		=== VENDOR TOTALS ===	1,741.29			
01-04428	VOLK, MARY6 TRUSTEE					
I-202111057985		VOLK, MARY6 TRUSTEE	494.00			
11/05/2021	APBNK	DUE: 11/05/2021 DISC: 11/05/2021		1099: N		
		REFUND EXCESS PREPAIDS		426 36100-000	SPECIAL ASSESSMENTS	494.00
		=== VENDOR TOTALS ===	494.00			
		=== PACKET TOTALS ===	8,377.68			

----- NAME -----	AMOUNT
RANDALL C GUSTAFSON	293.07
MELANIE M LEEHY	262.05
MARK J MIAZGA	262.05
YAKASAH WEHYEE	262.05
KAY ANDREWS	255.30
SACK THONGVANH	4,011.94
ASHLEIGH WALTER	74.23
VANDARA THAMMAVONGSA	1,728.33
ROLAND O OLSON	2,769.20
MATTHEW CHERNUGAL	1,006.21
TIMOTHY J PITTMAN	2,259.27
DAVE TRETSVEN	1,813.02
COLIN B CALLAHAN	1,990.77

TOTAL PRINTED: 13 16,987.49

10-27-2021 7:36 AM PAYROLL CHECK REGISTER
PAYROLL NO: 01 City of Falcon Heights

PAGE: 1
PAYROLL DATE: 10/27/2021

EMPLOYEE NAME	TYPE	CHECK DATE	CHECK AMOUNT	CHECK NO.
LANDBERG, ALYSSA	R	10/27/2021	313.99	090855
MORETTO, PAUL A	R	10/27/2021	2,318.18	090856

10-27-2021 7:36 AM PAYROLL CHECK REGISTER
PAYROLL NO: 01 City of Falcon Heights

PAGE: 2
PAYROLL DATE: 10/27/2021

*** REGISTER TOTALS ***

REGULAR CHECKS:	2	2,632.17
DIRECT DEPOSIT REGULAR CHECKS:	13	16,987.49
MANUAL CHECKS:		
PRINTED MANUAL CHECKS:		
DIRECT DEPOSIT MANUAL CHECKS:		
VOIDED CHECKS:		
NON CHECKS:		
TOTAL CHECKS:	15	19,619.66

*** NO ERRORS FOUND ***

* END OF REPORT **

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ITEM FOR DISCUSSION

Meeting Date	November 10, 2021
Agenda Item	Consent F2
Attachment	N/A
Submitted By	Vandara Thammavongsa Assistant to the City Administrator

Item	Approval of City License(s)
Description	<p>The following individuals/entities have applied for a <u>Municipal Business License</u> for 2022. Staff have received the necessary documents for licensure.</p> <ol style="list-style-type: none"> 1. Cox Insurance Associates 2. John A. Knutson & Co., PLLP <p>The following individuals/entities have applied for a <u>Restaurant License</u> for 2022. Staff have received the necessary documents for licensure.</p> <ol style="list-style-type: none"> 1. AYVAZ Pizza LLC / Pizza Hut #39362 2. Stouts' Pub LLC 3. Sumo & Smoh <p>The Following individuals/ entities have applied for a <u>On-sale Wine and 3.2% Malt Liquor License</u> for 2022. Staff have received the necessary documents for licensure.</p> <ol style="list-style-type: none"> 1. Sumo & Smoh 2. Stouts' Pub LLC <p>The following individuals/entities have applied for a <u>Refuse Hauler License</u> for 2022. Staff have received the necessary documents for licensure.</p> <ol style="list-style-type: none"> 1. Aspen Waste Systems of Minnesota, Inc. <p>The following individuals/entities have applied for a <u>Multifamily Rental Dwelling License</u> for 2022. Staff have received the necessary documents for licensure.</p> <ol style="list-style-type: none"> 1. Larpenteur Manor, LLC - 1710 & 1720 & 1730 & 1740 Larpenteur Ave W 2. Skigh Development LLC - 1707 Lindig 3. Family Empire Holdings, LLC - 1855 Larpenteur Ave 4. Legacy Apartments, LLC - 1845 Larpenteur Ave 5. Edward Properties - 1504 Larpenteur Ave 6. 1717 Fry Company LTD. Partnership - 1687 & 1697 & 1707 & 1717 Fry Street N 7. Midtown 2500, LLC - 1634 & 1642 Snelling Ave, 1561 Idaho Ave

	<p>(continued on following)</p> <p>The following individuals/entities have applied for a <u>Single Family Rental Dwelling License</u> for 2022. Staff have received the necessary documents for licensure.</p> <ol style="list-style-type: none"> 1. EvaJane Koeper - 1488 Crawford 2. Ramsey County Historical Society - 2129 Larpenteur Ave W 3. Bradley Phillip Peper - 1758 Maple Court
Budget Impact	N/A
Attachment(s)	N/A
Action(s) Requested	Staff recommends approval of the City license applications contingent on background checks and fire inspections as required.



REQUEST FOR COUNCIL ACTION

Meeting Date	November 10, 2021
Agenda Item	Consent F3
Attachment	2022 Sanitary Sewer Lining Agreement
Submitted By	Jesse Freihammer, City Engineer

Item	Approve the 2022 Sanitary Sewer Lining Agreement with the City of Roseville for the 2022 Sanitary Sewer Lining Project
Description	<p>The City of Roseville and the City of Falcon Heights will be cooperating on the rehabilitation of various sanitary sewer lines throughout both cities. This project will consist of installing a Cast-In-Place Pipe in the existing sewer line in order to rehabilitate the line.</p> <p>This agreement will detail the costs for the project between the two cities and allow Roseville to be reimbursed for construction costs incurred as a result of the project. Roseville staff time spent on this project will be proportionately billed to Falcon Heights based on the current Joint Powers Agreement with for engineering services. This agreement is similar to previous agreement completed for the 2020 and 2021 Sanitary Lining projects. Both Roseville and Falcon Heights City Attorneys have reviewed the contract.</p>
Budget Impact	The estimated cost for Falcon Heights's portion of the project is \$220,000. The City of Roseville will invoice the City of Falcon Heights for the actual project as described in the Joint Powers Agreement. This work will be paid using Sanitary Sewer Utility funds.
Attachment(s)	<ul style="list-style-type: none"> • 2022 Sanitary Sewer Lining Agreement with Map
Action(s) Requested	Motion approving the 2022 Sanitary Sewer Lining Agreement with the City of Roseville.

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2022 SANITARY SEWER LINING AGREEMENT

Dated as of _____, 2021

This Agreement is made on _____, 2021, between the City of Roseville, a Minnesota municipal corporation ("Roseville"), and the City of Falcon Heights, a Minnesota municipal corporation ("Falcon Heights").

1. PURPOSE

Roseville and Falcon Heights (Collectively the "Cities") have determined that it is in the best interests of the residents of each city to undertake in a cooperative fashion the lining of sanitary sewer main lines (the "Project"). The goal of the Cities is to provide for a coordinated cost effective completion of the Project. The purpose of this agreement is to set forth the terms governing the design and construction of the Project.

2. PROJECT

- 2.1 The Project shall consist of the facilities identified in Exhibit A hereto, subject to modification as provided herein.
- 2.2 The costs of the Project will be paid by the Cities as provided in Section 5.1 hereof.

3. DESIGN

- 3.1 Roseville, will prepare, or have prepared, engineering drawings, specifications and construction plans for the Project. The construction plans will include a cost estimate. The final cost estimate will include all costs associated with the Project as well as a contingency budget for unforeseeable circumstances associated with the construction. Roseville will comply with any requirements of Minnesota law with respect to approvals of such plans and specifications.
- 3.2 Final construction plans, engineering drawings, specifications and cost estimates will be submitted to each Falcon Heights City Administrator for approval prior to releasing the Project for bidding.

4. CONSTRUCTION

- 4.1 If final construction plans and specifications are approved by each city council, Roseville shall proceed with construction of the Project. Roseville will advertise for bids in accordance with the requirements of the municipal contracting law.
- 4.2 Prior to awarding construction contracts Roseville will review the bids received with Falcon Heights. If the contracts exceed the cost estimates contained in the construction plans (including a contingency budget) previously approved by the Cities by 20% or more the bids will be approved individually by each city council or the project may not proceed.
- 4.3 Roseville will be the contracting party and will use ordinary and prudent efforts to require that the Project is constructed in compliance with approved plans and specifications and completed with reasonable promptness.
- 4.4 Roseville will notify Falcon Heights of any change order which increases the cost of any individual construction contract for the Project by more than \$5,000 of the original amount thereof or which materially changes the scope of the Project. Roseville shall obtain the written authorization of Falcon Heights prior to approving such a change order. However, prior written authorization is not necessary if the change order presents imminent

health/safety issues making prior authorization impractical. In such cases, the change order shall be seasonably presented to Falcon Heights for ratification. Falcon Heights must not unreasonably withhold its consent to change orders resulting from unforeseen circumstances arising from the construction.

5. PAYMENT OF COSTS OF PROJECT

- 5.1 The cost of the Project will be categorized based on ownership of the infrastructure and charged to the Cities accordingly. Costs will include, but not be limited to, the services identified in Article 6 hereof, all costs related to obtaining all necessary permits and approvals for the Project, costs incurred in agreements, and any and all other costs associated with the Project.
- 5.2 All invoices or requests for payment will be approved and paid by Roseville. Within 10 days of the end of each calendar month, Roseville shall provide a statement to Falcon Heights showing the prior month's activity, the invoices received, the full costs of services provided by Roseville staff, and the amount Falcon Heights owes to Roseville for the Project and for items outside of the Project. Within 30 days of the receipt of that statement, Falcon Heights shall pay that amount to Roseville or provide in writing a list and explanation of any amounts it disputes and pay the undisputed amount. Any disputes regarding payment shall be resolved through the dispute resolution process contained in Article 7 hereof.
- 5.3 If this Agreement is terminated under Section 8 hereof, both cities shall nevertheless be liable for the payment of their cost share which is incurred up to the date of termination of this Agreement, or as a result of termination of this Agreement.

6. SERVICES TO BE PROVIDED BY ROSEVILLE

- 6.1 Roseville will provide qualified engineering employees to perform street and utility design and related technical services to the Project. These services include:
 - Complete design;
 - Acquire required permits and approvals;
 - Prepare plans and specifications;
 - Manage contracts made for completion of the Project and for items outside the Project;
 - Supervise construction, including inspection of the work;
 - Conduct construction surveying;
 - Prepare as-built drawings;
 - Design utilities, as required;
- 6.2 Roseville may, at its discretion, contract with a qualified third party to conduct or complete any or all of these services. Roseville employees shall be billed at their direct salary expenses, including benefits and applicable overhead.

7. DISPUTE RESOLUTION

- 7.1 If a dispute arises between the Cities regarding this agreement or the construction of the Project, the City Manager and City Administrator of each city, or their designees, must promptly meet and attempt in good faith to negotiate a resolution of the dispute.
- 7.2 If the Cities have not negotiated a resolution of the dispute within 30 days after this meeting, the Cities may jointly select a mediator to facilitate further discussion.

7.3 If a mediator is not used or if the Cities are unable to resolve the dispute within 30 days after the first meeting with the selected mediator, the dispute shall be adjudicated in civil court.

8. GENERAL PROVISIONS

8.1 All notices under this agreement must be delivered personally or sent by first class mail addressed to:

If to Roseville: City Manager
 City of Roseville
 2660 Civic Center Drive
 Roseville, MN 55113

If to Falcon Heights: City Administrator
 City of Falcon Heights
 2077 W. Larpenteur Avenue
 Falcon Heights, MN

or addressed to such party at such other address as such party shall hereafter furnish by notice to the other party.

8.2 This Agreement shall terminate if either City fails to approve the construction plans for the Project.

8.3 This Agreement may be amended only in writing, executed by the proper representatives of each city.

8.4 This Agreement must be interpreted under the laws of the State of Minnesota.

IN WITNESS WHEREOF, the undersigned parties have entered into this Agreement as of the date set forth above.

Date: _____

CITY OF ROSEVILLE

By: _____
Mayor

And: _____
City Manager

Date: _____

CITY OF FALCON HEIGHTS

By: _____
Mayor

And: _____
City Administrator

EXHIBIT A
THE PROJECT

Install Cast in Place Pipe (CIPP) liner in existing sanitary sewer main line.

[Enclosed Project Map also included in Exhibit A]

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Proposed Pipe Lining Year




0 250 500 750 1,000 Feet

mapdoc: ProposedPipeLining2022.mxd
map: ProposedPipeLining2022.pdf

Prepared by:
City of Roseville Engineering Department
November 4, 2021



 2022 (1.3 miles)

Data Sources and Contacts:
* Ramsey County GIS Base Map (10/18/21)
* City of Roseville Engineering Department
For further information regarding the contents of this map contact:
City of Roseville, Engineering Department,
2660 Civic Center Drive, Roseville MN

DISCLAIMER:
This map is neither a legally recorded map nor a survey and is not intended to be used as one. This map is a compilation of records, information and data located in various city, county, state and federal offices and other sources regarding the area shown, and is to be used for reference purposes only. The City does not warrant that the Geographic Information System (GIS) Data used to prepare this map are error free, and the City does not represent that the GIS Data can be used for navigational, tracking or any other purpose requiring exacting measurement of distance or direction or precision in the depiction of geographic features. If errors or discrepancies are found please contact 651-792-7075. The preceding disclaimer is provided pursuant to Minnesota Statutes §466.03, Subd. 21 (2000), and the user of this map acknowledges that the City shall not be liable for any damages, and expressly waives all claims, and agrees to defend, indemnify, and hold harmless the City from any and all claims brought by User, its employees or agents, or third parties which arise out of the user's access or use of data provided.

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REQUEST FOR COUNCIL ACTION

Meeting Date	November 10, 2021
Agenda Item	Policy G1
Attachment	Documents
Submitted By	Sack Thongvanh, City Administrator

Item	Law Enforcement Services
Description	<p>In 2017, the City entered into a four year agreement with Ramsey County Sheriff’s Office after the police contract was terminated by the City of St. Anthony. In 2020, during a City Council meeting, Sheriff Fletcher voiced his concerns regarding the lack of backup and that he would require the City to pay an additional \$350,000 if the City would like to continue services.</p> <p>Since that additional discussion, the State Fair eliminated their police department and contracted with Ramsey County until the end of 2021. It is unclear regarding the future of this arrangement, but this has satisfied Sheriff Fletcher’s concerns for additional deputies. Under the new arrangement, the deputies patrolling the City and the State Fair will act as each other’s backup. This change has decreased our cost to Ramsey County by \$42,000 for 2022. The agreement is for one (1) year.</p>
Budget Impact	The 2022 Levy and Budget account for the decreased cost of \$42,000 for 2022.
Attachment(s)	<ul style="list-style-type: none"> • 2018-2021 Law Enforcement Contract • 2022 Law Enforcement Contract
Action(s) Requested	Staff recommends approval of the 2022 Law Enforcement Contract with Ramsey County Sheriff’s Office.

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BOARD OF COMMISSIONERS

RESOLUTION

Presented By: Commissioner McDonough Date: November 21, 2017 No. B2017-303
Attention: Sheriff's Office

WHEREAS, As a leader in public safety through professionalism and partnerships, the Ramsey County Sheriff's Office has historically entered into agreements with municipalities within Ramsey County for the provision of patrol and police protection services; and

WHEREAS, The Sheriff's Office has previously contracted with the Cities of Arden Hills, Gem Lake, Little Canada, North Oaks, Shoreview, Vadnais Heights, and White Bear Township (Contract Communities); and

WHEREAS, The City of Falcon Heights has agreed to the terms and conditions of the Agreement for the purchase of patrol and police protection services in its respective jurisdiction by the Sheriff's Office for a four-year period beginning January 1, 2018 through December 31, 2021; and

WHEREAS, The addition of Falcon Heights into the Contract Communities will require an increase in the personnel complement for Public Safety Services of 6.0 full-time equivalent Sheriff Deputies; and

WHEREAS, The Agreement for patrol and police protection services between the Sheriff's Office and the City of Falcon Heights is a cooperative model that demonstrates how sharing services among municipalities can control overall costs; and

WHEREAS, The Contract Communities thrive on the ability to work closely together to achieve the shared goal of community safety in Ramsey County; Now, Therefore Be It

RESOLVED, The Ramsey County Board of Commissioners approves the Law Enforcement Service Agreement with the City of Falcon Heights, 2077 West Larpentour Avenue, Falcon Heights, Minnesota 55113, for patrol and police protection services within the political limits of the municipality, to the extent and in the manner set forth in the Agreement, for the period beginning January 1, 2018 through December 31, 2021; and Be It Further

RESOLVED, The Ramsey County Board of Commissioners approves an increase in the personnel complement of the Sheriff's Office Public Safety Services Division by 6.0 full-time equivalent Sheriff Deputies; and Be It Further

RESOLVED, The Ramsey County Board of Commissioners authorizes the Chair and Chief Clerk to execute the Agreement; and Be It Further

RESOLVED, The Ramsey County Board of Commissioners authorizes the County Manager to make all necessary budget adjustments including increasing estimated revenues and appropriations.

Ramsey County Board of Commissioners

Table with 4 columns: Name, YEA, NAY, OTHER. Rows include Toni Carter, Blake Huffman, Jim McDonough, Mary Jo McGuire, Rafael Ortega, Janice Rettman, and Victoria Reinhardt.

Victoria Reinhardt, Chair

Signature of Janet M. Guthrie, Chief Clerk - County Board

**AGREEMENT FOR
LAW ENFORCEMENT SERVICES**

FINANCE DEPT
17 NOV 22 AM 8:29

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

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

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

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

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

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

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

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

A. SCOPE OF SERVICES

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

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

B. ASSUMPTION OF LIABILITIES/INSURANCE

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

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

C. TERM OF AGREEMENT/TERMINATION

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

D. COST AND PAYMENT

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

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

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

E. GENERAL PROVISIONS

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

IN WITNESS WHEREOF, the MUNICIPALITY, by resolution duly adopted by its Council has caused this Agreement to be signed by Mayor Peter Lindstrom and City Administrator Sack Thongsvanh, and the seal of the MUNICIPALITY to be affixed hereto on the 1st of November, 2017 and the COUNTY, by resolution of its Board of County Commissioners, has caused this Agreement to be signed by the Chair and Chief Clerk of said Board on the 21st day of November.

COUNTY OF RAMSEY

By: Victoria A. Rasmussen
Chair
Board of Ramsey County Commissioners

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

CITY OF FALCON HEIGHTS

By: Peter Lindstrom
Peter Lindstrom
Mayor

By: Sack Thongsvanh
Sack Thongsvanh
City Administrator

APPROVAL RECOMMENDED:

By: Jack Srier
Jack Srier
Sheriff of Ramsey County

APPROVED AS TO FORM:

By: Jeff Stephenson
Jeffrey Stephenson
Assistant Ramsey County Attorney

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**AGREEMENT FOR
LAW ENFORCEMENT SERVICES**

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

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

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

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

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

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

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

A. SCOPE OF SERVICES

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 - b. Enforcement of Minnesota State Statutes and the ordinances of the MUNICIPALITY;
 - c. Traffic enforcement including the regular use of radar or laser as a speed deterrent;
 - d. Crime prevention programs such as Neighborhood Watch, as well as other business and residential crime prevention programs;
 - e. Criminal investigative and crime scene processing services;
 - f. Follow up on reported crimes with persons who reported the crime including routine notification by telephone or mail as to the status of the investigation;
 - g. Responses to medical, fire, and other emergencies;
 - h. Coordination of volunteer programs such as the Community Affairs Officer and Reserve Programs;

- i. Driver's license inspections, background checks and license enforcement services as called for under applicable state law and ordinances of the MUNICIPALITY;
 - j. Special event traffic patrol and patrol services for community festivals or other special events; and
 - k. Attendance at Public Safety or City Council meetings as requested by the MUNICIPALITY; and
 - l. Animal control services.
2. The manner and standards of performance, the discipline of officers, and other matters incident to the provision of services under this Agreement, and the control of personnel so employed, shall be subject solely to the control of the COUNTY. In the event of a dispute between the parties as to the extent of the duties and functions to be rendered hereunder, or the level or manner of performance of such service, the determination thereof made by the Sheriff of the COUNTY shall be final and conclusive as between the parties hereto, subject however, to the provisions of Section A.3. herein.
3. In the event the MUNICIPALITY, through its elected body or authorized agent, notifies the COUNTY that the MUNICIPALITY is dissatisfied with the assignment of personnel for the performance of services under this Agreement and requests a change in personnel, the COUNTY shall make every effort to effect a change in the assignment of personnel, provided that such a change does not jeopardize the ability of the COUNTY to provide services to other areas of Ramsey County in a timely and efficient manner.
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3. The MUNICIPALITY, its officers, and employees, shall not be deemed to assume any liability for the intentional or negligent acts of the COUNTY or the COUNTY'S employees performing services pursuant to this Agreement, and the COUNTY shall hold the MUNICIPALITY, its officers, and employees harmless from and shall defend and indemnify the MUNICIPALITY, its officers, and employees against any claim for damages arising out of the COUNTY'S performance of services pursuant to this Agreement.
4. The COUNTY, its officers, and employees shall not be deemed to assume any liability for intentional or negligent acts of the MUNICIPALITY or of any other officers, agent or employee thereof, and the MUNICIPALITY shall hold the COUNTY and its officers and employees harmless from, and shall defend and indemnify the COUNTY and its officers and employees against any claim for damages arising out of the MUNICIPALITY'S performance of its obligations pursuant to this Agreement.
5. The COUNTY agrees to maintain, during the term of this Agreement, automobile, general liability, workers' compensation, and professional liability insurance in amounts deemed appropriate by the COUNTY. The COUNTY shall name the MUNICIPALITY as an additional insured on these policies except for the workers' compensation policy. The MUNICIPALITY agrees to pay, as a part of the actual cost as provided in Section 6 below, a pro rata share of the COUNTY'S insurance costs. These costs shall include the costs for any assessments and credits for any dividends by participating in any insurance pools or trusts. The COUNTY may elect to self-insure all or any portion of these risks. If the COUNTY cannot obtain insurance and/or elects to self-insure, the MUNICIPALITY shall pay a pro rata share of the costs of self-insurance, based on each MUNICIPALITY'S share of the approved annual budget. Insurance costs as they relate to insurance coverage shall include premiums and deductibles. Costs of self-insurance shall include reserves, claims and damage payments, and administration costs required to maintain self-insurance.
6. The MUNICIPALITY acknowledges that the COUNTY may, in an effort to provide the best insurance coverage at the most economical cost, become a member of the Minnesota Counties Insurance Trust or some similar organization; and the MUNICIPALITY further acknowledges that membership in such an organization may be for a fixed minimum term and may expose the COUNTY to some type of contingent cost liability, such as debts, obligations and liabilities, in the event that the COUNTY withdraws its membership. The MUNICIPALITY agrees to reimburse the COUNTY for the MUNICIPALITY'S pro rata share of any such contingent cost liability arising during the term of this Agreement for Law Enforcement Services and assessed against the COUNTY. Upon notification to the COUNTY of any such contingent cost liability, the

COUNTY will notify the MUNICIPALITY in a timely manner.

C. TERM OF AGREEMENT/TERMINATION

1. The term of this Agreement shall commence on January 1, 2022, and shall continue through December 31, 2022 ("Term").
2. If either party intends not to renew this Agreement at the end of its Term, the party must notify the other party and other MUNICIPALITIES in writing at least nine (9) calendar months prior to the end of the contract Term. If either party has not approved a successor agreement at the end of the Term, the COUNTY will continue to provide law enforcement services in accordance with this Agreement.
3. Either party may terminate this Agreement at the end of a calendar year and prior to the end of the Term of the Agreement by notifying the other party to this Agreement and the other MUNICIPALITIES in writing of their intent to terminate the Agreement at least nine (9) calendar months prior to the end of the calendar year.
4. Notice to the COUNTY shall be given to the County Manager and Ramsey County Sheriff, and Notice to the MUNICIPALITY shall be given to the MUNICIPALITY'S City Manager. Notice to the other MUNICIPALITIES will be given in accordance with the notice provisions of the contracts between the COUNTY and the other MUNICIPALITIES.

D. COST AND PAYMENT

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

that recognize the impact of these service level changes to other MUNICIPALITIES that contract with the COUNTY for these services.

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

E. GENERAL PROVISIONS

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

IN WITNESS WHEREOF, the MUNICIPALITY, by resolution duly adopted by its Council has caused this Agreement to be signed by Mayor Randy Gustafson and City Administrator Sack Thongvanh, and the seal of the MUNICIPALITY to be affixed hereto on the _____ of _____, 2021 and the COUNTY, by resolution of its Board of County Commissioners, has caused this Agreement to be signed by the Chair and Chief Clerk of said Board on the _____ day of _____.

COUNTY OF RAMSEY

CITY OF FALCON HEIGHTS

By: _____
Toni Carter, Chair
Ramsey County Board of Commissioners

By: _____
Randy Gustafson
Mayor

By: _____
Mee Cheng, Chief Clerk
Ramsey County Board of Commissioners

By:  _____
Sack Thongvanh
City Administrator

APPROVAL RECOMMENDED:

By: _____
Bob Fletcher
Ramsey County Sheriff

APPROVED AS TO FORM:

By: _____
Kimberly Parker
Assistant Ramsey County Attorney



REQUEST FOR COUNCIL ACTION

Meeting Date	November 10, 2021
Agenda Item	Policy G2
Attachment	Results & Resolution
Submitted By	Sack Thongvanh, City Administrator

Item	Canvassing Election Results for November 2, 2021																				
Description	<p>The City is required to hold a meeting to accept and approve election results for the years that the City holds an election. I have attached a resolution to accept the results with certified results provided by Ramsey County Elections.</p> <table border="1" style="margin-left: auto; margin-right: auto; border-collapse: collapse;"> <thead> <tr> <th style="width: 70%;">Candidate(s)</th> <th style="width: 30%;">Totals</th> </tr> </thead> <tbody> <tr style="background-color: #d9ead3;"> <td>Council Member at Large (Elect 2)</td> <td></td> </tr> <tr> <td style="text-align: right;">Eric Meyer</td> <td style="text-align: center;">586</td> </tr> <tr> <td style="text-align: right;">Nicole Porter</td> <td style="text-align: center;">150</td> </tr> <tr> <td style="text-align: right;">Sue Majerus</td> <td style="text-align: center;">491</td> </tr> <tr> <td style="text-align: right;">Michael Arcand</td> <td style="text-align: center;">307</td> </tr> <tr> <td style="text-align: right;">Melanie Leehy</td> <td style="text-align: center;">762</td> </tr> <tr> <td style="text-align: right;">Write-In</td> <td style="text-align: center;">12</td> </tr> <tr> <td style="text-align: right;">Total Number of Persons Voting</td> <td style="text-align: center;">1,290</td> </tr> <tr> <td style="text-align: right;">Total Number of Persons Registered</td> <td style="text-align: center;">3,227</td> </tr> </tbody> </table>	Candidate(s)	Totals	Council Member at Large (Elect 2)		Eric Meyer	586	Nicole Porter	150	Sue Majerus	491	Michael Arcand	307	Melanie Leehy	762	Write-In	12	Total Number of Persons Voting	1,290	Total Number of Persons Registered	3,227
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Budget Impact	N/A																				
Attachment(s)	<ul style="list-style-type: none"> Certified Results from Ramsey County Elections Resolution 21-46 Approving Abstract of Votes Cast at the General Election Held Tuesday, November 2, 2021 																				
Action(s) Requested	Staff would recommend approval of attached resolution and Abstract.																				

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**CITY OF FALCON HEIGHTS
COUNCIL RESOLUTION**

November 10, 2021

No. 21-46

**RESOLUTION APPROVING ABSTRACT OF VOTES CAST IN THE PRECINCTS OF THE
CITY OF FALCON HEIGHTS STATE OF MINNESOTA AT THE GENERAL ELECTION
HELD TUESDAY, NOVEMBER 2, 2021**

WHEREAS, the City of Falcon Heights held a municipal election on November 2, 2021; and

WHEREAS, the abstract of votes cast are attached and incorporated into this resolution;

NOW, THEREFORE, BE IT RESOLVED that the Falcon Heights City Council, sitting as members of the canvassing board, approve the abstract of votes cast attached to this resolution.

Passed and Adopted by the Council on this 10th day of November 2021.

Moved by:

Approved by: _____
Randall C. Gustafson
Mayor

GUSTAFSON ___ In Favor
MIAZGA
ANDREWS ___ Against
LEEHY
WEHYEE

Attested by: _____
Sack Thongvanh
City Administrator

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Abstract of Votes Cast
In the Precincts of the City of Falcon Heights
State of Minnesota
at the MUNICIPAL AND SCHOOL DISTRICT GENERAL
Held Tuesday, November 02, 2021

as compiled from the official returns.

Summary of Totals
City of Falcon Heights
Tuesday, November 02, 2021 MUNICIPAL AND SCHOOL DISTRICT GENERAL

Number of persons registered as of 7 a.m.	3187
Number of persons registered on Election Day	40
Number of accepted regular, military, and overseas absentee ballots and mail ballots	154
Number of federal office only absentee ballots	0
Number of presidential absentee ballots	0
Total number of persons voting	1290

Summary of Totals
City of Falcon Heights
Tuesday, November 02, 2021 MUNICIPAL AND SCHOOL DISTRICT GENERAL

KEY TO PARTY ABBREVIATIONS

NP - Nonpartisan

Council Member at Large (Falcon Heights) (Elect 2)

NP
Eric Meyer
586

NP
Nicole Porter
150

NP
Sue Majerus
491

NP
Michael Arcand
307

NP
Melanie Leehy
762

W1
WRITE-IN
12

Detail of Election Results
City of Falcon Heights
Tuesday, November 02, 2021 MUNICIPAL AND SCHOOL DISTRICT GENERAL

Precinct	Persons Registered as of 7 A.M.	Persons Registered on Election Day	Total Number of Persons Voting
62 0060 : FALCON HEIGHTS P-1	1433	24	511
62 0070 : FALCON HEIGHTS P-2	1754	16	779
City of Falcon Heights Total:	3187	40	1290

Detail of Election Results
 City of Falcon Heights
 Tuesday, November 02, 2021 MUNICIPAL AND SCHOOL DISTRICT GENERAL

Office Title: Council Member at Large (Falcon Heights) (Elect 2)

Precinct	NP Eric Meyer	NP Nicole Porter	NP Sue Majerus	NP Michael Arcand	NP Melanie Leehy
62 0060 : FALCON HEIGHTS P-1	201	77	180	101	341
62 0070 : FALCON HEIGHTS P-2	385	73	311	206	421
Total:	586	150	491	307	762

Precinct	WI WRITE-IN
62 0060 : FALCON HEIGHTS P-1	4
62 0070 : FALCON HEIGHTS P-2	8
Total:	12

We, the legally constituted county canvassing board, certify that we have herein specified the names of the persons receiving votes and the number of votes received by each office voted on, and have specified the number of votes for and against each question voted on, at the MUNICIPAL AND SCHOOL DISTRICT GENERAL held on Tuesday, November 02, 2021

As appears by the returns of the election precincts voting in this election, duly returned to, filed, opened, and canvassed, and now remaining on file in the office of the City of Falcon Heights Clerk. Witness our official signature at _____ in _____ County this _____ day of _____, 2021.

Member of canvassing board

Member of canvassing board

Member of canvassing board

Member of canvassing board

Member of canvassing board

Member of canvassing board

Member of canvassing board

State of Minnesota
City of Falcon Heights

I, _____, Clerk of the City of Falcon Heights do hereby certify the within and foregoing _____ pages to be a full and correct copy of the original abstract and return of the votes cast in the City of Falcon Heights MUNICIPAL AND SCHOOL DISTRICT GENERAL held on Tuesday, November 02, 2021.

Witness my hand and official seal of office this _____ day of _____, 2021.
