#### **CITY OF FALCON HEIGHTS**

Regular Meeting of the City Council City Hall 2077 West Larpenteur Avenue AGENDA January 13, 2021 at 7:00 P.M.

#### NOTE: THIS MEETING WILL BE HELD BY WEB CONFERENCE\*

- A. CALL TO ORDER:
- B. ROLL CALL: ANDREWS \_\_\_ GUSTAFSON \_\_\_ LEEHY \_\_\_

MIAZGA \_\_\_\_ WEHYEE\_\_\_\_

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

- C. PRESENTATION
- D. APPROVAL OF MINUTES:
  - 1. December 16, 2020 City Council Workshop Minutes
  - 2. December 23, 2020 City Council Regular Minutes
- E. PUBLIC HEARINGS:
  - 1. Ordinance Amending Chapter 8, 22, 26, 105 and 113 of the City Code Concerning Fire Departments

#### F. CONSENT AGENDA:

- 1. General Disbursements through: 1/07/21 \$182,817.40 Payroll through: 12/31/20 \$16,768.31
- 2. Approval of City License(s)
- 3. Designation of Official Depositories for 2021
- 4. Review Elected Official Out-of-State Travel Policy
- 5. Review and Adopt Council Standing Rules
- 6. Council Appointment as Liaison for City Commissions
- 7. Appoint Acting Mayor
- 8. Mile Reimbursement Rate for 2021
- 9. Appointment of Vandara Thammavongsa to Assistant to the City Administrator
- 10. Resignation of Katie Kohns from the Community Engagement Commission
- 11. Resignation of Georgiana May from the Community Engagement Commission
- 12. Purchase of 2021 Ford F250 and Attachments for the Public Works Department
- 13. 2020 Additional Year End Budget Amendment
- 14. Accept Donation from Falcon Heights/Lauderdale Lions
- G: POLICY ITEMS:
  - 1. Fire Protection Services with the City of Saint Paul
  - 2. Dissolution of the Falcon Heights Fire Department and Termination of Employees
- 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:

\*You can participate in the meeting by clicking the following Zoom link: <u>https://us02web.zoom.us/j/89488033956</u>

#### **CITY OF FALCON HEIGHTS**

City Council Workshop City Hall 2077 West Larpenteur Avenue

#### MINUTES

December 16, 2020 6:30 P.M.

# NOTE: THIS MEETING WAS HELD BY WEB CONFERENCE

- A. CALL TO ORDER: 6:32 PM
- B. ROLL CALL: ANDREWS \_X\_\_ GUSTAFSON\_X\_\_ LEEHY\_X\_\_ MIAZGA \_X\_\_ WEHYEE\_X\_\_

STAFF PRESENT: THONGVANH\_X\_

- C. PRESENTATIONS:
- D. POLICY ITEMS:
  - 1. Amber Union TIF Request

#### Administrator Thongvanh

The property was purchased by Buhl Investors and will be used for affordable housing. The owner applied for and received a number of grants but has not received any state bonding. The current projection is 60 percent AMI; there are a few more projects that are at 50 percent AMI so the likelihood of receiving funding is very low. To increase their chances of receiving funding, Peter has decided to move to 50 percent AMI but in doing so, will need some gap financing. Buhl Investors is now requesting TIF to help fill this gap. The base value of the property is 3.5 million.

#### Peter Deanovic, Buhl Investors

We have received approval from the National Park Service on the plans we propose for the building. We do not believe we will be able to receive financing unless we move to 50 percent AMI. This reflects about a 20 percent reduction in rent, which means that there is less money that can be used to cover costs. There is currently a gap of about 2.5 million. We still have the adjacent parking lot and have committed that we will not develop this until the project is completed. All units would be at 50 percent AMI, including the 3- and four-bedroom units.

To review our timeline with the site, Buhl Investors purchased the property in April 2019. We applied for bonds in July and received \$3.6 million. Later, the bonding process changed to a lottery system and we were assigned 7th priority within the housing pool. In May 2020 we applied for DEED grants and received \$151K. In November, we applied for additional environmental remediation funding and are still waiting to hear about the balance we will be

awarded. In January 2021, we are anticipating application to the Housing pool with the 50 percent AMI, dependent on gap funding.

### Council Member Wehyee

If you do not receive funding at the 50 percent level, would the cost be transferred to renters?

### Peter Deanovic, Buhl Investors

As we think about going in for the January round, one of the things we've seen is that in every instance, 50 percent projects take 2 bonding cycles. In the event that funding is not available in January, then we would be in the unified pool and at that point would be first priority in the summer.

<u>Council Member Andrews</u> Would you be able to start the restoration this spring, regardless?

# Peter Deanovic, Buhl Investors

That would be our hope. If we were able to bridge the funding gap we would like to proceed with the asbestos remediation in March, which is about a 3-month process.

# <u>Mary Ippel</u>

If the city is interested in granting TIF for the project and this request is not out of the ordinary, in order to generate a TIF district, it's necessary to notify the County commissioner, the school district, a TIF plan is prepared. The maximum term cannot exceed 26 years. Once the document is put together, the level of assistance is negotiated. The law firm Taft will be preparing a development agreement containing the terms agreed to for assistance on a pay as you go basis for the term the City decides to agree to.

#### Mayor Gustafson

Do the school district and the county have to agree to the TIF district in order for it to go through?

# Mary Ippel

No, they do not get any veto power. Under statute, they receive notice of the public hearing but the decision is solely of the City Council. All three jurisdictions' tax increment amounts, at the percentage decided by the City, are captured and go to the developer for development related expenditures.

# Administrator Thongvanh

Typically, when cities set the amount at 90 or 95 percent, that remaining amount goes towards administration of the TIF, for consultant costs, reporting costs, etc.

With this property, the City has never received taxes except for once we did receive an amount based on a pilot agreement. Once Buhl Investors purchased the property, we would begin receiving property taxes.

# Council Member Leehy

I am disappointed that we need to drop down to 50 percent AMI because that will leave some individuals out, but it is very clear as to why this must be done.

#### Council Member Andrews

Is it the case that individuals that qualify for this housing would not need to qualify for Section 8? When do you anticipate occupancy?

#### Peter Deanovic

That is correct. We anticipate occupancy in December 2022.

#### Mayor Gustafson

Just to clarify, in order to qualify to rent a unit, your income must be 50 percent or less of the area median income? Once a tenant's income increases beyond 50 percent AMI, would they no longer be able to live there?

#### Peter Deanovic

There is an income certification process, and depending on the size of your household that income threshold changes. There is an income certification process that is done in line with MHFA's guidelines.

#### Mary Ippel

The person does not get kicked out if their income exceeds 50 percent AMI. It just means that when the unit is rented initially, their income cannot exceed 50 percent AMI. Once their lease is up and their income exceeds the threshold, there are additional rules and regulations dictating eligibility.

#### Administrator Thongvanh

If there is consensus, the resolution would come before Council at the next meeting.

#### Mayor Gustafson

I'm in favor of moving this. I'm not a fan of tax increment financing but if we structure this one correctly I think it will be an asset to the community.

<u>Council Member Wehyee</u> Yes

<u>Council Member Miazga</u> Yes, please proceed.

<u>Counci Member Leehy</u> Yes, please move forward.

<u>Council Member Andrews</u> Yes.

2. Police Services

### Council Member Miazga

Our law enforcement contract will automatically go to Ramsey County on April 1 unless we have another entity on board by the end of March. I would like to communicate with other agencies that may be interested. Since 2016 I think our image has improved, and I am hopeful that there would be other agencies interested. I would like to authorize Sack to talk with other entities about their interest in providing services.

### Mayor Gustafson

Nothing wrong with talking to other cities to find out if they would be willing to increase their services areas.

<u>Council Member Andrews</u> I am curious what cities we are thinking of.

<u>Mayor Gustafson</u> I would guess those we share a border with, so Roseville, St. Paul, and Lauderdale.

<u>Council Member Leehy</u> We also have the U of M and the State Fair.

<u>Mayor Gustafson</u> Yeah, it would be interesting to see if they would be interested.

#### Council Member Andrews

I am a little skeptical but I think this is better than trying to develop our own police department.

#### Administrator Thongvanh

I will continue to move forward on this and at some point, I will bring to council a letter of interest to send to area agencies. We would seek bids by March to allow us time to decide.

3. Honorary Street Naming

#### Council Member Leehy

I first learned that there was a desire for an honorary name in July 6, 2017. Larpenteur Avenue is a County jurisdiction, and after some changes made regarding authority and conversations with the County and MNDOT, the City does now have some authority to move forward. There is currently a petition circulating with about 24,000 signatures to rename a portion of Larpenteur from Fulham Street to Fry as Philando Castille Memorial Avenue

I think it's important for us to find out who in Falcon Heights is supportive of the naming. Once we have a direction, I will communicate with the family of Philando Castile to inform them.

#### Council Member Wehyee

Is there a length of time that the renaming would be valid?

#### Council Member Leehy

I assumed it would be permanent because of the significant work involved in the renaming of the street. The County just needs to be notified that it is happening. Another step that we could take is to notify residents and ask for their input before putting this as a policy item on a future council agenda.

#### Council Member Andrews

I am supportive of this moving forward. I think this is an opportunity for the Council to show leadership and make the change based on something we believe is important. I am also open to getting community feedback if other council members feel it is important.

#### Council Member Miazga

I think it's pretty straightforward. I am ok with proceeding without the input, the cost is minimal.

#### Council Member Wehyee

I am ok either way. Ultimately, I just want to see the sign up. I think this is a great opportunity to get input, which is something we are sometimes criticized for not doing enough of.

#### Mayor Gustafson

I do think it would be good to have some community input on this.

#### Administrator Thongvanh

It would be difficult to track whether the survey respondent is a resident. Another item to consider is that in doing a survey, you have to be willing to face results that don't match what Council wants to see.

#### Council Member Leehy

I think in wording of the question, we should be clear that we are seeking resident feedback.

#### Council Member Wehyee

I would like to see an open-ended option for people to explain why they do or do not support the renaming.

#### Administrator Thongvanh

Do we have consensus to move forward with the project? Or would you like staff to conduct a survey?

<u>Council Member Miazga</u> It seems like the consensus is a survey.

#### Administrator Thongvanh

I will work with Melanie on the survey and we will bring it back to the Council to review survey questions and eventual results.

# E. INFORMATION/ANNOUNCEMENTS:

#### Council Member Wehyee

We did have a great Human Rights Day event, I want to thank our panelists, staff, and all who helped make the event possible.

# Administrator Thongvanh

Let me know if you have any questions about the TIF district for the Amber Union project. Staff ordered new benches for the parks as well as ADA accessible picnic tables. We flooded the ice rinks at Curtiss Field and the Community Park. I am working with the City Attorney and St. Paul Fire to move forward with our process, there will be ordinance changes that are needed in January. I have received a number or requests for recognition in the form of plaques. I have also received requests for fire gear, and for the city to continue funding training for new recruits. At the meeting on the 23, we will appoint the new staff person as Community Development Coordinator.

#### Council Member Leehy

I just want to say that I am in agreement of sending recognition to our fire fighters.

Council Member Wehyee

Will we be having a formal vote on the issue of the fire department? Or does the previous workshop constitute the final decision?

#### Administrator Thongvanh

The budget approval was one step towards that. In January, there will be a public hearing. The Council will have to decide on the ordinance amendment. The amendment would add authority to the City to contract out for those services.

F. ADJOURNMENT: 8:10 PM

Randall C. Gustafson, Mayor

Dated this 16th day of December, 2020

Sack Thongvanh, City Administrator

#### **CITY OF FALCON HEIGHTS**

Regular Meeting of the City Council City Hall 2077 West Larpenteur Avenue **MINUTES** December 23, 2020 at 7:00 P.M.

# NOTE: THIS MEETING WAS HELD BY WEB CONFERENCE

- A. CALL TO ORDER: 7:02 pm
- B. ROLL CALL: ANDREWS X\_ GUSTAFSON X\_ LEEHY X\_

MIAZGA \_\_X\_WEHYEE\_X\_\_

STAFF PRESENT: THONGVANH\_X\_

- C. PRESENTATION
- D. APPROVAL OF MINUTES:1. December 9, 2020 City Council Regular Minutes

Motion by Council Member Leehy; Approved, 5-0.

E. PUBLIC HEARINGS:

#### F. CONSENT AGENDA:

- 1. General Disbursements through: 12/15/20 \$228,501.34 Payroll through: 12/15/20 \$21,344.60
- 2. Approval of City License(s)
- 3. Appointment of Paul Moretto to Planner/Community Development Coordinator
- 4. Appointment of Christopher LaCasse to Parks and Recreation Commission
- 5. Resignation of Tom Williams from Planning Commission
- 6. Ramsey County GIS User Group Joint Powers Agreement

Approved, 5-0.

- G: POLICY ITEMS:
  - 1. Amber Union Tax Increment Financing (TIF) Request

#### Administrator Thongvanh

The request from Buhl investors is for TIF to help close a financing gap due to their move from 60 AMI to 50 AMI in their affordable housing project at the Amber Union building. If the City decides to approve the TIF, we will need to let the County and School District know. The City would work with the developer to negotiate on the term of the TIF. This resolution says that the City will consider TIF, these negotiations will come later. Staff recommend approval of the

resolution and beginning to move forward with the Amber Union development for affordable housing.

<u>Council Member Wehyee</u> Is it true that we cannot project the tax impact on residents?

# Administrator Thongvanh

Residents will not be impacted by the TIF. It will show up on it, but it does not affect the amount of taxes they will pay.

Motion by Council Member Andrews to pass Resolution 20-60; Approved, 5-0.

2. MnDOT Master Partnership Agreement

Jesse Freihammer, City Engineer

This agreement covers routine services that MnDOT provides and then charges the city back for those services. The agreement expires June 2022.

Council Member Leehy

We only approve this every two years and not annually?

Jesse Freihammer, City Engineer

Yes, the last agreement was approved in 2016 for a year and a half. We are currently without an agreement, though we have not needed one. The language changes are very minor from year to year.

Motion by Council Member Wehyee to accept the MnDOT Master Partnership Agreement; Approved, 5-0.

# 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: 7:30 pm

Randall C. Gustafson, Mayor

Dated this 23rd day of December, 2020

Sack Thongvanh, City Administrator

# **ORDINANCE NO. 21-01**

# CITY OF FALCON HEIGHTS RAMSEY COUNTY, MINNESOTA

# AN ORDINANCE AMENDING CHAPTER 8, 22, 26, 105, AND 113 OF THE CITY CODE CONCERNING FIRE DEPARTMENTS

# THE CITY COUNCIL OF THE CITY OF FALCON HEIGHTS ORDAINS:

**SECTION 1.** Section 18-22 of the Falcon Heights City Code is amended to revise the following definitions to read as follows:

Fire false alarm means an alarm eliciting a response by personnel of the city's <u>a</u> fire department when a situation requiring a response does not, in fact, exist, and when is caused by the activation of the alarm system through mechanical failure, pet movement, inadequate cleaning or maintenance, alarm malfunction, improper installation or the inadvertence of the owner/lessee of an alarm system or his or her employees/agents. False alarms do not include alarms caused by climatic conditions such as tornadoes, thunderstorms, utility line mishaps, violent conditions of nature or any other conditions which are clearly beyond the control of the alarm manufacturer, installer or owner.

**SECTION 2.** Section 26-1 of the Falcon Heights City Code is amended in its entirety to read as follows:

Sec. 26-1 – Fire Protection Provided.

(a) The city council shall provide fire protection by entering into contracts with various municipal and volunteer fire departments upon such terms and conditions as the city council may deem beneficial to the citizens of Falcon Heights.

(b) The fire chief of the fire department(s) contracting with the City of Falcon Heights shall have the powers and authorities set forth in such contract. Any references to fire chief within this code shall refer to the fire chief of the contracting fire department. In addition thereto, the Fire Chief of each contracting Fire Department shall investigate the cause, origin and circumstances of each and every fire occurring in the district for which such Chief is responsible, and shall file a report thereon with the office of the State Fire Marshal as required by MSA § 299F.04.

(c) The fire marshal and fire chief serving the city, or their representatives, shall enforce the provisions of this chapter and any related provisions of the city code.

Establishment of a volunteer fire department; rules and regulations; amendments (a) Establishment. The Falcon Heights volunteer fire department is hereby established to provide public safety education, fire prevention and fire suppression. (b) Rules and regulations. (1) The members of the volunteer fire department, by a majority vote of the recorded membership, shall propose to the city administrator a written code of rules and regulations to control, manage and govern the department and to regulate its proceedings and business. Such rules and regulations shall not conflict with this section or future sections adopted by the city council.

(2) Such proposed rules and regulations, or any changes shall become effective only after approval by the council. Additional rules and regulations may be adopted by the council if required for proper operation of the department.

(c) Amendments to the volunteer fire department policies, rules and regulations. The city council may from time to time by resolution, amend any and all portions of the volunteer fire department's policies, rules and regulations. Such policies, rules and regulations shall become effective after approval of the council.

SECTION 3. Section 26-2 of the Falcon Heights City Code is hereby repealed.

#### Sec. 26-2 - Fire department relief association

A Falcon Heights fire department relief association is established pursuant to Minn. Stats. ch. 424A. The association must operate under by-laws approved by city council. Amendments to the by-laws may be proposed by the fire department relief association and are subject to city council approval. Amendments may, from time to time, be adopted by city council resolution.

**SECTION 4.** Subsection B of Section 105-111(2) of the Falcon Heights City Code is amended to read as follows:

B. Authority of electrical inspector. The inspector shall have the right during reasonable hours to enter any building or premises in the discharge of his official duties, or for the purpose of making any inspection, reinsertion or test of electrical equipment contained therein or its installation. When any electrical equipment is found by the inspector to be dangerous to persons or property because it is defective or defectively installed, the person responsible for the electrical equipment shall be notified in writing and shall make any changes or repairs required in the judgment of the inspector to place such equipment in safe condition. If such work is not completed within 15 days, or any longer period that may be specified by the inspector in said notice, the inspector shall have the authority to disconnect or order discontinuance of electrical service to said electrical equipment. In cases of emergency where necessary for safety to persons and property, or where electrical equipment may interfere with the work of the <u>any</u> fire department, the inspector shall have the authority to disconnect or cause disconnection immediately of any electrical equipment.

**SECTION 5.** Section 113-402(6) of the Falcon Heights City Code is amended to read as follows:

(6) Fire protection. The permittee shall, at his or her own expense, take adequate steps to insure fire protection as determined by the <del>eity</del> fire chief.

**SECTION 6.** This ordinance is effective immediately upon its passage and publication.

**ADOPTED** this 13<sup>th</sup> day of January, 2021 by the City Council of Falcon Heights, Minnesota.

# CITY OF FALCON HEIGHTS

BY:\_\_\_\_

Randall C. Gustafson, Mayor

ATTEST:

Sack Thongvanh, City Administrator

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# SUMMARY ORDINANCE NO. 21-01 CITY OF FALCON HEIGHTS RAMSEY COUNTY, MINNESOTA

# AN ORDINANCE AMENDING CHAPTERS 8, 22, 26, 105 AND 113 OF THE FALCON HEIGHTS CITY CODE CONCERNING FIRE DEPARTMENTS

This ordinance amends Chapters 8, 22, 26, 105 and 113 of the Falcon Heights City Code concerning fire departments.

A printed copy of the entire ordinance is available for inspection by any person during the City Administrator/Clerk's regular office hours.

APPROVED for publication by the City Council of the City of Falcon Heights, Minnesota this 13th day of January 13th, 2021.

CITY OF FALCON HEIGHTS

BY: \_

Randall C. Gustafson, Mayor

ATTEST:

Sack Thongvanh, City Administrator

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The City That Soars!

# **REQUEST FOR COUNCIL ACTION**

Meeting Date	January 13, 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: 1/07/21 \$182,817.40 Payroll through: 12/31/20 \$16,768.31
Budget Impact	The general disbursements and payroll are consistent with the budget.
Attachment(s)	General Disbursements and Payroll
Action(s) Requested	Staff recommends that the Falcon Heights City Council approve general disbursements and payroll.

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12/21/2020 2:50 PM A/P Regular Open Item Register PAGE: 1 PACKET: 02222 DEC 22 PAYABALES VENDOR SET: 01 City of Falcon Heights SEQUENCE : ALPHABETIC DUE TO/FROM ACCOUNTS SUPPRESSED ----ID-----GROSS P.O. # FUST DATE BANK CODE -----DESCRIPTION----- DISCOUNT G/L ACCOUNT ----- ACCOUNT NAME----- DISTRIBUTION 01-03025 COLIN CALLAHAN I-202012217701 FLEX REIMBURSEMENT 4,791.59 12/21/2020 APBNK DUE: 12/21/2020 DISC: 12/21/2020 1099: N FLEX REIMBURSEMENT 101 21711-000 DEPENDENT CARE FLEX PAYA 1,964.55 DEPENDENT CARE FLEX PAYA FLEX REIMBURSEMENT 601 21711-000 2,252.05 FLEX REIMBURSEMENT 602 21711-000 DEPENDENT CARE FLEX PAYA 574.99 === VENDOR TOTALS === 4,791.59 East. 01-07174 FALCON HEIGHTS LIMITED PARTNER 1-202012217699 2ND HALF PAY AS GO PYMT 85,740,00 12/21/2020 APBNK DUE: 12/21/2020 DISC: 12/21/2020 1099: N 2ND HALF PAY AS GO PYMT 414 4414-93000-000 DEBT PAY AS YOU GO PYMT 85,740.00 === VENDOR TOTALS === 85,740.00 01-05263 MID CITY SERVICES- INDUSTRIAL I-141179 FLOOR MAT SVC 42.15 12/21/2020 APBNK DUE: 12/21/2020 DISC: 12/21/2020 1099: N FLOOR MAT SVC 101 4131-87010-000 CITY HALL MAINTENANCE 42.15 === VENDOR TOTALS === 42.15 01-06185 RAMSEY COUNTY I-PRRRY -001468 SPECIAL ASSMT FEES BY CTY 235.00 12/21/2020 APBNK DUE: 12/21/2020 DISC: 12/21/2020 1099: N SPECIAL ASSMT FEES BY CTY 316 4316-94900-000 BOND FEES 235.00 === VENDOR TOTALS === 235.00 01-07173 TOWNSQUARE SENIOR LLC I-202012217700 2ND HALD PAY AS GO PYMT 43,383.00 12/21/2020 APBNK DUE: 12/21/2020 DISC: 12/21/2020 1099: N 2ND HALD PAY AS GO PYMT 414 4414-93000-000 DEBT PAY AS YOU GO PYMT 43.383.00 === VENDOR TOTALS === 43,383.00 === PACKET TOTALS === 134,191,74

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50.04

A/P Regular Open Item Register

=== VENDOR TOTALS ===

12/22/2020 1:10 PM

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12/22/2020 1:10 PM PACKET: 02224 DEC 22 PAYABLES

VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

GROSS P.O. # OST DATE BANK CODE ------DESCRIPTION-------DISCOUNT G/L ACCOUNT ------ACCOUNT NAME------ DISTRIBUTION 01-07876 YANG, DANNY

I-2020122277	12	SPEAKER AT HRD EVENT	200.00			
	DUE: 12/22/2020 DISC: 12/22/2020 SPEAKER AT HRD EVENT		1099: N 210 4210-86100-000	CONFERENCES/EDUCATGION	200.00	
		=== VENDOR TOTALS ===	200.00			200100
		=== PACKET TOTALS ===	2,862.84			

A/P Regular Open Item Register PAGE: PACKET: 02227 DEC 31 PAYABLES VENDOR SET: 01 City of Falcon Heights SEQUENCE : ALPHABETIC DUE TO/FROM ACCOUNTS SUPPRESSED ----TD-----GROSS P.O, # ST DATE BANK CODE -----DESCRIPTION----- DISCOUNT G/L ACCOUNT ----- ACCOUNT NAME----- DISTRIBUTION 01-05422 BP I-202012317719 FUEL 448.21 12/31/2020 APBNK DUE: 12/31/2020 DISC: 12/31/2020 1099: N FUEL 101 4132-74000-000 MOTOR FUEL & LUBRICANTS 363.42 FUEL 101 4124-74000-000 MOTOR FUEL & LUBRICANTS 84.79 === VENDOR TOTALS === 448.21 01-03103 CANON FINANCIAL SERVICES I-22258000 COPIER CHARGES 122.39 12/31/2020 APBNK DUE: 12/31/2020 DISC: 12/31/2020 1099: N COPIER CHARGES 101 4131-87010-000 CITY HALL MAINTENANCE 122.39 === VENDOR TOTALS === 122.39 01-06290 CITY OF ROSEVILLE 4TH QTR FIRE CONTRACT 10,000.00 I-229709 12/31/2020 APBNK DUE: 12/31/2020 DISC: 12/31/2020 1099: N 4TH QTR FIRE CONTRACT 101 4124-80330-000 FIRE CONSULTANT 10,000.00 29719 ENGINEERING 961.77 12/31/2020 APBNK DUE: 12/31/2020 DISC: 12/31/2020 1099: N PMP NOV 419 4419-80100-000 ENGINEERING 587.80 GENERAL ENGINEERING NOV 101 4133-80100-000 ENGINEERING SERVICES 373.97 === VENDOR TOTALS === 10,961.77 01-05153 HOME DEPOT CRC/GECF I-202012317715 FACE MASKS/PAINT SUPPLIES/REG 220.73 12/31/2020 APBNK DUE: 12/31/2020 DISC: 12/31/2020 1099: N FACE MASKS/PAINT SUPPLIES/REGU 101 4131-87010-000 CITY HALL MAINTENANCE 220,73 === VENDOR TOTALS === 220.73 01-07263 NEXTEL COMMUNICATIONS, INC I-60189225-210 CELL PHONE 25.01 12/31/2020 APBNK DUE: 12/31/2020 DISC: 12/31/2020 1099: N CELL PHONE 101 4124-85015-000 CELL PHONE 25.01 === VENDOR TOTALS === 25.01

12/31/2020 8:22 AM

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PACKET: 02227 DEC 31 PAYABLES VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

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	DEDESCRIPTION		G/L ACCOUNT	ACCOUNT NAME	
	BAN ACCESS CORPORAT		*********************		*************
I-2020-042	WEB STREAMING	492.42			
12/31/2020 APBNK	DUE: 12/31/2020 DISC: 12/31/2020		1099; N		
	WEB STREAMING		101 4116-85050-000	CABLE TV	170.67
	PRODUCTIONS SVCS		101 4116-85050-000	CABLE TV	321.75
I-2020-133	WEB STREAMING	622.42			
12/31/2020 APBNK	DUE: 12/31/2020 DISC: 12/31/2020		1099: N		
	WEB STREAMING		101 4116-85050-000	CABLE TV	170.67
	PRODUCTIONS SVCS		101 4116-85050-000	CABLE TV	321.75
	VIRTUAL MEEINGH		101 4116-85050-000	CABLE TV	130.00
I-2020-156	WEBSTREAMIN G	687.42			
12/31/2020 APBNK	DUE: 12/31/2020 DISC: 12/31/2020		1099: N		
	WEBSTREAMIN G		101 4116-85050-000	CABLE TV	170.67
	PRODUCTION SVCS		101 4116-85050-000	CABLE TV	321.75
	VIRTUAL MEETING		101 4116-85050-000	CABLE TV	195.00
I-2020-178	WEBSTREAMING	492.42			
12/31/2020 APBNK	DUE: 12/31/2020 DISC: 12/31/2020		1099: N		
	WEBSTREAMING		101 4116-85050-000	CABLE TV	170.67
7	PROUCIONS SVCS		101 4116-85050-000	CABLE TV	321.75
1	=== VENDOR TOTALS ===	2,294.68			
	HEALTH CENTERS OF				***********
I-202012317721	RANDOM DRUG TESTING	192.50			
12/31/2020 APBNK	DUE: 12/31/2020 DISC: 12/31/2020		1099: N		
	RANDOM DRUG TESTING		101 4132-89000-000	MISCELLANEOUS	192.50
	=== VENDOR TOTALS ===	192.50			
-06185 RAMSEY COUNT				*****************************	************
I-PRRRV 001489	TIF ADM FEES	817.58			
12/31/2020 APBNK			1099: N		
	TIF ADM FEES			MISC:TIF ADMIN FEES RAMS	817.58
	=== VENDOR TOTALS ===	817.58			
		*************		**********************	
-00935 ST PAUL REGIO	ONAL WATER SERVICE				
I-202012317717	85	129.73			
12/31/2020 APBNK	DUE: 12/31/2020 DISC: 12/31/2020		1099: N		
	WATER		101 4131-85040-000	WATER	64,87
	SS		601 4601-85070-000	SAC CHARGES AND SS CHARG	20.67
)	WATER		101 4141-85040-000		32,61
"www."	SS		601 4601-85070-000	SAC CHARGES AND SS CHARG	11.58
	=== VENDOR TOTALS ===	129.73			

12/31/2020 8:22 AM A/P Regular Open Item Register PAGE: 3 PACKET: 02227 DEC 31 PAYABLES VENDOR SET: 01 City of Falcon Heights SEQUENCE : ALPHABETIC DUE TO/FROM ACCOUNTS SUPPRESSED ---- ID-----GROSS P.O. # \_\_\_JT DATE BANK CODE ------DESCRIPTION----- DISCOUNT G/L ACCOUNT ----- ACCOUNT NAME----- DISTRIBUTION 01-05170 TOM LYNCH ELECTRIC LLC 840.00 I-202012317718 CURTISS ELECTRICAL IMPROVEMEN 12/31/2020 APBNK DUE: 12/31/2020 DISC: 12/31/2020 1099: N CURTISS ELECTRICAL IMPROVEMENT 403 4403-92000-000 PARK DEDICATION IMPROVEM 840.00 === VENDOR TOTALS === 840.00 01-05870 XCEL ENERGY I-202012317720 ELECT FIRE SIREN 67,00 12/31/2020 APBNK DUE: 12/31/2020 DISC: 12/31/2020 1099: N ELECT FIRE SIREN 101 4121-85020-000 ELECTRIC 11,71 ELECT PROTECTIVE LIGHTS 101 4141-85020-000 ELECTRIC/GAS 55.29 === VENDOR TOTALS === 67.00

=== PACKET TOTALS === 16,119,60

PACKET: 02229 DEC 31 PAYABLES 2ND BATCH VENDOR SET: 01 City of Falcon Heights SEQUENCE : ALPHABETIC DUE TO/FROM ACCOUNTS SUPPRESSED ----ID------GROSS P.O. # JT DATE BANK CODE ------DESCRIPTION----- DISCOUNT G/L ACCOUNT ----- ACCOUNT NAME----- DISTRIBUTION 01-00228 ALLEGRA DOWNTOWN ST PAUL LOGO AND PRINTING I-85394 344.78 12/31/2020 APBNK DUE: 12/31/2020 DISC: 12/31/2020 1099: N LOGO AND PRINTING 101 4132-77000-000 CLOTHING 344.78 I-85747 SWEATSHIRTS FOR PUBLIC WORKS 382,50 12/31/2020 APBNK DUE: 12/31/2020 DISC: 12/31/2020 1099: N SWEATSHIRTS FOR PUBLIC WORKS 101 4116-85070-000 TECHNICAL SUPPORT 382.50 === VENDOR TOTALS === 727.28 01-03109 CENTURY COLLEGE 1-755899 EMT REGISTRY EXAM 150.00 12/31/2020 APBNK DUE: 12/31/2020 DISC: 12/31/2020 1099: N EMT REGISTRY EXAM 101 4124-86020-000 TRAINING 150.00 === VENDOR TOTALS === 150.00 01-06290 CITY OF ROSEVILLE 02012317722 PMP AND GEN ENG DEC 3,064.50 1/2020 APBNK DUE: 12/31/2020 DISC: 12/31/2020 1099: N PMP DEC 419 4419-80100-000 ENGINEERING 1,606.59 PMP DEC 101 4133-80100-000 ENGINEERING SERVICES 1,457.91 T-229725 NEETMOTION LICENSE ASHLEIGH 583.00 12/31/2020 APBNK DUE: 12/31/2020 DISC: 12/31/2020 1099: N NEETMOTION LICENSE ASHLEIGH 101 4116-85070-000 TECHNICAL SUPPORT 583.00 I-2297264 NETMOTION LECENSE PAUL 583.00 12/31/2020 APBNK DUE: 12/31/2020 DISC: 12/31/2020 1099: N NETMOTION LECENSE PAUL 101 4116-85070-000 TECHNICAL SUPPORT 583.00 === VENDOR TOTALS === 4,230.50 01-05263 MID CITY SERVICES- INDUSTRIAL I-141938 FLOOR M.AT SVC 42.18 12/31/2020 APBNK DUE: 12/31/2020 DISC: 12/31/2020 1099: N FLOOR M.AT SVC 101 4131-87010-000 CITY HALL MAINTENANCE 42.18 === VENDOR TOTALS === 42.18

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12/31/2020 3:27 PM A/P Regular Open Item Register PAGE : 2 WIL VERITAT ODEN TRE PACKET: 02229 DEC 31 PAYABLES 2ND BATCH VENDOR SET: 01 City of Falcon Heights SEQUENCE : ALPHABETIC DUE TO/FROM ACCOUNTS SUPPRESSED ----ID------GROSS P.O. # ST DATE BANK CODE -----DESCRIPTION----- DISCOUNT G/L ACCOUNT ----- ACCOUNT NAME----- DISTRIBUTION 01-05973 NORTH SUBURBAN ACCESS CORPORAT I-2020-511 QTR 2 COOPERATIVE SVC 2,781.67 12/31/2020 APBNK DUE: 12/31/2020 DISC: 12/31/2020 1099: N QTR 2 COOPERATIVE SVC 101 4116-85050-000 CABLE TV 2.781.67 I-2020-520 QTR 3 COOPERATIVE SVC 2,787.24 12/31/2020 APBNK DUE: 12/31/2020 DISC: 12/31/2020 1099: N QTR 3 COOPERATIVE SVC 101 4116-85050-000 CABLE TV 2,787.24 === VENDOR TOTALS === 5,568,91 01-05530 OSI ENVIRONMENTAL I-2089258 OIL AND ANTIFREEZE DISPOSAL 150.00 12/31/2020 APBNK DUE: 12/31/2020 DISC: 12/31/2020 1099: N OIL AND ANTIFREEZE DISPOSAL 101 4132-85030-000 Oil disposal 150.00 === VENDOR TOTALS === 150.00 01-06185 RAMSEY COUNTY VRRV 001505 TNT NOTICES 315.35 81/2020 APBNK DUE: 12/31/2020 DISC: 12/31/2020 1099: N TNT NOTICES 101 4116-70420-000 NEWSLETTERS/INFORMATION 315.35 === VENDOR TOTALS === 315,35 01-06062 SUMMIT COMPANIES I-130003907 ANNUAL FIRE EXT SVC 326.65

12/31/2020	APBNK	DUE: 12/31/2020 DISC: 12/31/2 ANNUAL FIRE EXT SVC	020	1099: N 101 4124-87029-000	REPAIR OTHER EQUIPMENT	326.65
		=== VENDOR TOTALS ===	326.65			
		=== PACKET TOTALS ===	11,510.87			

1/00/2021 3:54 PM	A/P Reg	urar open ru	em Register		PAGE: 1
PACKET: 02231 DEC 6 P.	AYABLES				
VENDOR SET: 01 City o	f Falcon Heights				
SEQUENCE : ALPHABETIC					
DUE TO/FROM ACCOUNTS S	UPPRESSED				
1 miles					
ID		GROSS	P.O. #		
PUST DATE BANK CO	DEDESCRIPTION	DISCOUNT	G/L ACCOUNT	ACCOUNT NAME	DISTRIBUTION
01-07689 WALTER, ASHI	LEIGH				
I-202101067724	POSTABE AND CMPUTER EQUIP REI	46.85			
1/06/2021 APBNK	DUE: 1/06/2021 DISC: 1/06/2021		1099: N		
	POSTABE AND CMPUTER EQUIP REIM	1	101 20200-000	ACCOUNTS PAYABLE	46,85
	=== VENDOR TOTALS ===	, 46.85			
					****************
01-00222 ALLEGRA PRIN	T & IMAGING				
I-162163	CAFR COVERS	70.88			
1/06/2021 APBNK	DUE: 1/06/2021 DISC: 1/06/2021		1099: N		
	CAFR COVERS		101 20200-000	ACCOUNTS PAYABLE	70.88
	=== VENDOR TOTALS ===	70.88			
			***************************************		***************
01-00875 BHE COMMUNIT	Y SOLAR, LLC				
I-10939023	SOLAR GARDEN ELECT	1,544.00			
1/06/2021 APBNK	DUE: 1/06/2021 DISC: 1/06/2021		1099: N		
	SOLAR GARDEN ELECT		101 20200-000	ACCOUNTS PAYABLE	1,544.00
, 1995 - C.			2		
)	=== VENDOR TOTALS ===	1,544.00			
)1-05089 HURNEY,M PAY					
JI-03005 HORNEL,M PAI	ION				
I-202101067723	EMT BOOK	220.00			
	DUE: 1/06/2021 DISC: 1/06/2021	230.00			
1/00/2021 APDNK	EMT BOOK		1099: N		
	ENI BOOK		101 20200-000	ACCOUNTS PAYABLE	230.00
	=== VENDOR TOTALS ===				
	VENDOR TOTALS ===	230.00			
)1-07263 NEXTEL COMMUN		SECTOR SECTION.	*********************		**************
	itenitons, inc				
I-172868921-190	CELL PHONE TO DEC 25 FIRE TRK	17.37			
1/06/2021 APBNK	DUE: 1/06/2021 DISC: 1/06/2021		1099: N		
	CELL PHONE TO DEC 25 FIRE TRK		101 20200-000	ACCOINTS DAVADI D	18.25
	The first to be by first first		101 20200-000	ACCOUNTS PAYABLE	17.37
	=== VENDOR TOTALS ===	17.37			
	- POLICE AND 911				
I-EMCOM 009000	911/CAD/RADIO FLEETE SUPPORT	3,339.26			
	DUE: 1/06/2021 DISC: 1/06/2021	-,302,20	1099: N		
	911/CAD/RADIO FLEETE SUPPORT		101 20200-000	ACCOUNTS PAYABLE	2 220 05
			201 20200-000	ACCOUNTS PATABLE	3,339.26
	=== VENDOR TOTALS ===	3,339.26			
		51555.20			

A/F Regular Open item Register PAGE: PACKET: 02231 DEC 6 PAYABLES VENDOR SET: 01 City of Falcon Heights SEQUENCE : ALPHABETIC DUE TO/FROM ACCOUNTS SUPPRESSED ----ID-----GROSS P.O. # POST DATE BANK CODE -----DESCRIPTION-----DISCOUNT G/L ACCOUNT ----- ACCOUNT NAME----- DISTRIBUTION 01-05737 VERIZON WIRELESS I-9869870112 DEC CELL PHONES 291.06 1/06/2021 APBNK DUE: 1/06/2021 DISC: 1/06/2021 1099: N DEC CELL PHONES 101 20200-000 ACCOUNTS PAYABLE 291.06 I-9870017538 FIRE INSPECTOR CELL HONE 80.02 1/06/2021 APBNK DUE: 1/06/2021 DISC: 1/06/2021 1099; N FIRE INSPECTOR CELL HONE 101 20200-000 ACCOUNTS PAYABLE 80.02

371,08

5,619.44

=== VENDOR TOTALS ===

=== PACKET TOTALS ===

1/07/2021 10:58 AM		A/P Regu	ular Open Ite	em Register		PAGE :
PACKET: 02232 JAN 7TH	PAYABLES					
VENDOR SET: 01 City of	Falcon Heights					
SEQUENCE : ALPHABETIC						
DUE TO/FROM ACCOUNTS SU	PPRESSED					
2mm						
ID			GROSS	P.O. #		
FUST DATE BANK COD	EDESCRIPTION-		DISCOUNT	G/L ACCOUNT	ACCOUNT NAME	DISTRIBUTION
***********************						
01-03025 COLIN CALLAH	AN					
I-202101077726	FLEX REIMB		208.41			
1/07/2021 APBNK	DUE: 1/07/2021 DISC:	1/07/2021		1099: N		
	FLEX REIMB			101 21711-000	DEPENDENT CARE FLEX PAYA	208.41
	=== VENDOR TOTALS ===		208.41			
		**********				
01-05235 JAN-PRO CLEA	NING SYSTEMS					
I-98716	JAN JANITORIAL SVC		450.00			
1/07/2021 APBNK	DUE: 1/07/2021 DISC:	1/07/2021		1099: N		
	JAN JANITORIAL SVC			101 4131-87010-000	CITY HALL MAINTENANCE	225.00
	JAN JANITORIAL SVC			101 4124-61530-000	FIRE HALL CLEANING	225.00
	=== VENDOR TOTALS ===		450.00		************************	
01-05869 MINNESOTA/WI	SCONSIN PLAYGROUND	******			**********************	
01-05869 MINNESOTA/WI I-100928-04-02	SCONSIN PLAYGROUND 5 PICNIC TGABLES				*********************	*********
01-05869 MINNESOTA/WI I-100928-04-02	SCONSIN PLAYGROUND 5 PICNIC TGABLES DUE: 1/07/2021 DISC:	1/07/2021		1099: N		
01-05869 MINNESOTA/WI I-100928-04-02	SCONSIN PLAYGROUND 5 PICNIC TGABLES			1099: N	MACHINERY & EQUIPMENT	
01-05869 MINNESOTA/WI I-100928-04-02	SCONSIN PLAYGROUND 5 PICNIC TGABLES DUE: 1/07/2021 DISC: 5 PICNIC TGABLES	1/07/2021	4,992.28	1099: N		
01-05869 MINNESOTA/WI I-100928-04-02 1/07/2021 APBNK	SCONSIN PLAYGROUND 5 PICNIC TGABLES DUE: 1/07/2021 DISC: 5 PICNIC TGABLES === VENDOR TOTALS ===	1/07/2021	4,992.28	1099: N 403 4403-91000-000	MACHINERY & EQUIPMENT	4,992.28
01-05869 MINNESOTA/WI	SCONSIN PLAYGROUND 5 PICNIC TGABLES DUE: 1/07/2021 DISC: 5 PICNIC TGABLES === VENDOR TOTALS ===	1/07/2021	4,992.28	1099: N 403 4403-91000-000		4,992.28
01-05869 MINNESOTA/WI	SCONSIN PLAYGROUND 5 PICNIC TGABLES DUE: 1/07/2021 DISC: 5 PICNIC TGABLES === VENDOR TOTALS ===	1/07/2021	4,992.28	1099: N 403 4403-91000-000	MACHINERY & EQUIPMENT	4,992.28
01-05869 MINNESOTA/WI I-100928-04-02 1/07/2021 APBNK	SCONSIN PLAYGROUND 5 PICNIC TGABLES DUE: 1/07/2021 DISC: 5 PICNIC TGABLES === VENDOR TOTALS === FE INSURANCE	1/07/2021	4,992.28 4,992.28	1099: N 403 4403-91000-000	MACHINERY & EQUIPMENT	4,992.28
D1-05869 MINNESOTA/WI I-100928-04-02 1/07/2021 APBNK	SCONSIN PLAYGROUND 5 PICNIC TGABLES DUE: 1/07/2021 DISC: 5 PICNIC TGABLES === VENDOR TOTALS === FE INSURANCE JAN LIFEINS	1/07/2021	4,992.28 4,992.28	1099: N 403 4403-91000-000	MACHINERY & EQUIPMENT	4,992.28
01-05869 MINNESOTA/WI I-100928-04-02 1/07/2021 APBNK	SCONSIN PLAYGROUND 5 PICNIC TGABLES DUE: 1/07/2021 DISC: 5 PICNIC TGABLES === VENDOR TOTALS === FE INSURANCE JAN LIFEINS DUE: 1/07/2021 DISC:	1/07/2021	4,992.28 4,992.28	1099: N 403 4403-91000-000	MACHINERY & EQUIPMENT	4,992.28
D1-05869 MINNESOTA/WI I-100928-04-02 1/07/2021 APBNK	SCONSIN PLAYGROUND 5 PICNIC TGABLES DUE: 1/07/2021 DISC: 5 PICNIC TGABLES === VENDOR TOTALS === FE INSURANCE JAN LIFEINS DUE: 1/07/2021 DISC: JAN LIFEINS	1/07/2021	4,992.28 4,992.28	1099: N 403 4403-91000-000 1099: N 101 21709-000	MACHINERY & EQUIPMENT	4,992.28
01-05869 MINNESOTA/WI I-100928-04-02 1/07/2021 APBNK	SCONSIN PLAYGROUND 5 PICNIC TGABLES DUE: 1/07/2021 DISC: 5 PICNIC TGABLES === VENDOR TOTALS === FE INSURANCE JAN LIFEINS DUE: 1/07/2021 DISC: JAN LIFEINS JAN LIFEINS	1/07/2021	4,992.28 4,992.28	1099: N 403 4403-91000-000 1099: N 101 21709-000 204 21709-000	MACHINERY & EQUIPMENT	4,992.28 
D1-05869 MINNESOTA/WI I-100928-04-02 1/07/2021 APBNK	SCONSIN PLAYGROUND 5 PICNIC TGABLES DUE: 1/07/2021 DISC: 5 PICNIC TGABLES === VENDOR TOTALS === FE INSURANCE JAN LIFEINS DUE: 1/07/2021 DISC: JAN LIFEINS JAN LIFEINS JAN LIFEINS JAN LIFEINS	1/07/2021	4,992.28 4,992.28	1099: N 403 4403-91000-000 1099: N 101 21709-000 204 21709-000 601 21709-000	MACHINERY & EQUIPMENT OTHER PAYABLE OTHER PAYABLE OTHER PAYABLE	4,992.28 24.64 1.60 15.52
01-05869 MINNESOTA/WI I-100928-04-02 1/07/2021 APBNK 01-05843 MN NCPERS LI I-458800011221 1/07/2021 APBNK	SCONSIN PLAYGROUND 5 PICNIC TGABLES DUE: 1/07/2021 DISC: 5 PICNIC TGABLES === VENDOR TOTALS === FE INSURANCE JAN LIFEINS JAN LIFEINS JAN LIFEINS JAN LIFEINS JAN LIFEINS JAN LIFEINS JAN LIFEINS JAN LIFEINS JAN LIFEINS	1/07/2021	4,992.28 4,992.28 48.00 48.00	1099: N 403 4403-91000-000 1099: N 101 21709-000 204 21709-000 601 21709-000 602 21709-000	MACHINERY & EQUIPMENT OTHER PAYABLE OTHER PAYABLE OTHER PAYABLE OTHER PAYABLE OTHER PAYABLE	4,992.28 24.64 1.60 15.52 6.24
01-05869 MINNESOTA/WI I-100928-04-02 1/07/2021 APBNK 01-05843 MN NCPERS LID I-458800011221 1/07/2021 APBNK	SCONSIN PLAYGROUND 5 PICNIC TGABLES DUE: 1/07/2021 DISC: 5 PICNIC TGABLES === VENDOR TOTALS === FE INSURANCE JAN LIFEINS JAN LIFEINS JAN LIFEINS JAN LIFEINS JAN LIFEINS JAN LIFEINS JAN LIFEINS JAN LIFEINS JAN LIFEINS	1/07/2021	4,992.28 4,992.28 48.00 48.00	1099: N 403 4403-91000-000 1099: N 101 21709-000 204 21709-000 601 21709-000 602 21709-000	MACHINERY & EQUIPMENT OTHER PAYABLE OTHER PAYABLE OTHER PAYABLE	4,992.28 24.64 1.60 15.52 6.24
01-05869 MINNESOTA/WI I-100928-04-02 1/07/2021 APBNK D1-05843 MN NCPERS LID I-458800011221 1/07/2021 APBNK	SCONSIN PLAYGROUND 5 PICNIC TGABLES DUE: 1/07/2021 DISC: 5 PICNIC TGABLES === VENDOR TOTALS === FE INSURANCE JAN LIFEINS JAN LIFEINS JAN LIFEINS JAN LIFEINS JAN LIFEINS JAN LIFEINS JAN LIFEINS JAN LIFEINS JAN LIFEINS	1/07/2021	4,992.28 4,992.28 48.00 48.00	1099: N 403 4403-91000-000 1099: N 101 21709-000 204 21709-000 601 21709-000 602 21709-000	MACHINERY & EQUIPMENT OTHER PAYABLE OTHER PAYABLE OTHER PAYABLE OTHER PAYABLE OTHER PAYABLE	4,992.28 24.64 1.60 15.52 6.24
01-05869 MINNESOTA/WI I-100928-04-02 1/07/2021 APBNK 01-05843 MN NCPERS LI I-458800011221 1/07/2021 APBNK 01-06030 OLSON, ROLAND I-202101077725	SCONSIN PLAYGROUND 5 PICNIC TGABLES DUE: 1/07/2021 DISC: 5 PICNIC TGABLES === VENDOR TOTALS === FE INSURANCE JAN LIFEINS DUE: 1/07/2021 DISC: JAN LIFEINS JAN LIFEINS JAN LIFEINS JAN LIFEINS === VENDOR TOTALS === MILEAGE REIMB	1/07/2021	4,992.28 4,992.28 48.00 48.00	1099: N 403 4403-91000-000 1099: N 101 21709-000 204 21709-000 601 21709-000 602 21709-000	MACHINERY & EQUIPMENT OTHER PAYABLE OTHER PAYABLE OTHER PAYABLE OTHER PAYABLE OTHER PAYABLE	4,992.28 24.64 1.60 15.52 6.24
01-05869 MINNESOTA/WI I-100928-04-02 1/07/2021 APBNK 01-05843 MN NCPERS LI I-458800011221 1/07/2021 APBNK 01-06030 OLSON, ROLAND I-202101077725	SCONSIN PLAYGROUND 5 PICNIC TGABLES DUE: 1/07/2021 DISC: 5 PICNIC TGABLES === VENDOR TOTALS === FE INSURANCE JAN LIFEINS JAN LIFEINS JAN LIFEINS JAN LIFEINS === VENDOR TOTALS === MILEAGE REIMB DUE: 1/07/2021 DISC:	1/07/2021	4,992.28 4,992.28 48.00 48.00	1099: N 403 4403-91000-000 1099: N 101 21709-000 204 21709-000 601 21709-000 602 21709-000	MACHINERY & EQUIPMENT OTHER PAYABLE OTHER PAYABLE OTHER PAYABLE OTHER PAYABLE	4,992.28 24.64 1.60 15.52 6.24
01-05869 MINNESOTA/WI I-100928-04-02 1/07/2021 APBNK 01-05843 MN NCPERS LI I-458800011221 1/07/2021 APBNK 01-06030 OLSON, ROLAND I-202101077725	SCONSIN PLAYGROUND 5 PICNIC TGABLES DUE: 1/07/2021 DISC: 5 PICNIC TGABLES === VENDOR TOTALS === FE INSURANCE JAN LIFEINS DUE: 1/07/2021 DISC: JAN LIFEINS JAN LIFEINS JAN LIFEINS JAN LIFEINS === VENDOR TOTALS === MILEAGE REIMB	1/07/2021	4,992.28 4,992.28 48.00 48.00	1099: N 403 4403-91000-000 1099: N 101 21709-000 204 21709-000 601 21709-000 602 21709-000	MACHINERY & EQUIPMENT OTHER PAYABLE OTHER PAYABLE OTHER PAYABLE OTHER PAYABLE	4,992.28 24.64 1.60 15.52 6.24
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1/07/2021 10:58 AM

PACKET: 02232 JAN 7TH PAYABLES

A/P Regular Open Item Register

PAGE: 2

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 

01-06024 ON SITE SANITATION

I-1057638		SANTIZER PORTABLE RESTROOMS	75.00			
1/07/2021	APBNK	DUE: 1/07/2021 DISC: 1/07/2021		1099: N		
		SANTIZER PORTABLE RESTROOMS		601 4601-85080-000	PORTABLE TOILET PARKS	75.00
I-1057639		HAND SANITIZERS/RESTROOM	160.00			
1/07/2021	APBNK	DUE: 1/07/2021 DISC: 1/07/2021		1099: N		
		HAND SANITIZERS/RESTROOM		601 4601-85080-000	PORTABLE TOILET PARKS	160.00
		=== VENDOR TOTALS ===	235.00			
01-05374 TENNI	IS SANITA	ATION LLC				

I-2833154		DEC RECYCLING	6,463.75			
1/07/2021	APBNK	DUE: 1/07/2021 DISC: 1/07/2021		1099; N		
		DEC RECYCLING		206 20200-000	ACCOUNTS PAYABLE	6,463.75
I-2833155		SWMT AND CEC DEC RECYCLING	66.50			
1/07/2021	APBNK	DUE: 1/07/2021 DISC: 1/07/2021		1099: N		
		SWMT AND CEC DEC RECYCLING		101 20200-000	ACCOUNTS PAYABLE	66.50
$\Box$		=== VENDOR TOTALS ===	6,530.25			
		=== PACKET TOTALS ===	12,512.91			

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EMP #	NAME	AMOUNT
C 022 01-0024 01-0025 01-0026 01-1005 01-1023 01-1136 01-1030 01-1033 01-1143	RANDALL C GUSTAFSON MELANIE M LEEHY MARK J MIAZGA YAKASAH WEHYEE KAY ANDREWS SACK THONGVANH ASHLEIGH WALTER ROLAND O OLSON TIMOTHY J PITTMAN DAVE TRETSVEN COLIN B CALLAHAN	393.07 262.05 262.05 255.30 3,814.90 1,415.74 2,742.63 2,239.40 1,773.45 1,852.38

# FOTAL PRINTED: 11 15,273.02

12-28-2020 8:48 AM	PAYROLL	СНЕСК	REGISTER	PAGE: 1
PAYROLL NO: 01 City	of Falcon Heights			PAYROLL DATE: 12/28/2020

		CHECK	CHECK	CHECK
EMP NO EMPLOYEE NAME	TYPE	DATE	AMOUNT	NO,
1010 MORETTO, PAUL A	R	12/28/2020	825.73	090120
0095 POESCHL, MICHAEL J	R	12/28/2020	128.61	090121
0097 GAFFNEY, PATRICK	R	12/28/2020	412.34	090122
0124 KRUSE, MICHAEL D	R	12/28/2020	128.61	090123

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REGULAR CHECKS: 4 1,495.29 DIRECT DEPOSIT REGULAR CHECKS: 11 15,273.02 MANUAL CHECKS: PRINTED MANUAL CHECKS: DIRECT DEPOSIT MANUAL CHECKS: VOIDED CHECKS: NON CHECKS: TOTAL CHECKS: 15 16,768.31

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

\*\* END OF REPORT \*\*

13

30 of 103

1

PAGE: 2 PAYROLL DATE: 12/28/2020



The City That Soars!

# **REQUEST FOR COUNCIL ACTION**

Meeting Date	January 13, 2021
Agenda Item	Consent F2
Attachment	N/A
Submitted By	Ashleigh Walter
	Administrative & Communications
	Coordinator

Item	Approval of City License(s)
Description	<ul> <li>Approval of City License(s)</li> <li>The following individuals/entities have applied for a <u>Municipal Business</u></li> <li><u>License</u> for 2021. Staff have received the necessary documents for licensure. <ol> <li>James Kernik, DDS</li> <li>Jackson Hewitt Tax Services</li> <li>Northern Tier Retail, LLC (Speedway)</li> <li>Phone Swap, LLC</li> <li>American Family Insurance</li> </ol> </li> <li>The following individuals/entities have applied for a <u>Refuse Hauler License</u> for 2021. Staff have received the necessary documents for licensure. <ol> <li>Advanced Disposal</li> </ol> </li> <li>The following individuals/entities have applied for a <u>Home Occupation License</u> for 2021. Staff have received the necessary documents for licensure. <ol> <li>The following individuals/entities have applied for a <u>Home Occupation License</u> for 2021. Staff have received the necessary documents for licensure.</li> <li>The Touch Up Artist, Inc.</li> </ol> </li> <li>The following individuals/entities have applied for a <u>Restaurant License</u> for 2021. Staff have received the necessary documents for licensure.</li> <li>Eggroll Queen</li> <li>Stout's Pub</li> </ul> <li>The following individuals/entities have applied for an <u>On-sale Liquor License</u> for 2021. Staff have received the necessary documents for licensure.</li> <li>Stout's Pub</li>

	<ul> <li>The following individuals/entities have applied for a <u>Tree Contractors License</u> for 2021. Staff have received the necessary documents for licensure.</li> <li>1. SavATree</li> <li>2. Three Trees Horticulture</li> <li>3. Birch Tree Care</li> <li>4. Branch and Bough Tree Service</li> <li>5. Vineland Tree Care</li> <li>6. Northeast Tree, Inc.</li> </ul>
	<ul> <li>The following individuals/entities have applied for a <u>Multifamily Rental</u> <u>Dwelling License</u> for 2021. Staff have received the necessary documents for licensure.</li> <li>1. John Patrick McDonald- 1490 Larpenteur Avenue</li> <li>2. Sherman Associates- 1530 &amp; 1550 Larpenteur (Falcon Heights Senior Apartments &amp; Falcon Heights Town Square)</li> <li>3. Gary Carlson- 1688 Arona &amp; 1511 Larpenteur (Birch Terrace)</li> </ul>
	<ul> <li>The following individuals/entities have applied for a <u>Single Family Rental Dwelling License</u> for 2021. Staff have received the necessary documents for licensure.</li> <li>1. Linda Barnes- 1828 Moore Street</li> <li>2. Edina Realty/King Fung- 1770 Asbury Street</li> <li>3. Bill O'Rourke- 1469 Larpenteur Ave W #1 &amp; 2</li> <li>4. Francis Crowley- 1735 Snelling Ave N</li> <li>5. Alejandro Kovacs- 1805 Prior Ave N</li> <li>6. Jesse Nickols- 1867 Larpenteur Ave W</li> <li>7. JHS, LLC/Steve Sarantos- 1927 Autumn St</li> </ul>
	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.



The City That Soars!

# **REQUEST FOR COUNCIL ACTION**

Meeting Date	January 13, 2021
Agenda Item	Consent F3
Attachment	Resolution
Submitted By	Roland Olson, Finance Director

Item	Designate Official Depositories for 2021
Description	All investments are made according to State law and the City's Investment Policy. The City Administrator and/or Finance Director are authorized to deposit general and other funds therein and make investments and transfers for funds for the City of Falcon Heights. Collateral is furnished by the financial institutions as required by law.
Budget Impact	
Attachment(s)	Resolution 2021-01 Designating the Official Depositories for the City of Falcon Heights
Action(s) Requested	Staff recommends approve of attached resolution for the official depositories for 2021.

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# CITY OF FALCON HEIGHTS COUNCIL RESOLUTION

January 13, 2021

No. 21-01

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# A RESOLUTION DESIGNATING THE OFFICIAL DEPOSITORIES FOR THE CITY OF FALCON HEIGHTS

BE IT HEREBY RESOLVED, by the city council of the City of Falcon Heights that the following financial institutions be designated as depositories for funds of the City of Falcon Heights:

> US Bank System, LMC 4M Fund (checking account) US Bank National Association Wells Fargo Advisors Minnesota Municipal Money Market Fund (4M and 4M Plus Funds) PMA Securities Inc, PMA Financial Network Inc (4M and 4M Plus Investment Pools)

**BE IT FURTHER RESOLVED** that the City Administrator and/or Finance Director is authorized to deposit general and other funds therein and make investments and transfers of funds in accordance with the City's Investment Policy for the City of Falcon Heights with Council approval. Collateral shall be furnished by the financial institutions as required by law.


Moved by:

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

Randall C. Gustafson Mayor

GUSTAFSON LEEHY MIAZGA WEHYEE

ANDREWS

In Favor Attested by: \_

Against

Sack Thongvanh City Administrator



The City That Soars!

# **REQUEST FOR COUNCIL ACTION**

Meeting Date	January 13, 2021
Agenda Item	Consent F4
Attachment	Elected Official Out-of-State Travel
	Policy
Submitted By	Sack Thongvanh, City Administrator

Item	Review of Elected Official Out-of-State Travel Policy
Description	In 2005, the Minnesota State Legislature passed a requirement that cities adopt a policy that regulates out-of-state travel by elected officials. The Falcon Heights City Council adopted the attached policy on November 9, 2005. One provision of the statute is that the policy be reviewed annually by the City council.
Budget Impact	N/A
Attachment(s)	Elected Official Out-of-State Travel policy
Action(s) Requested	Staff recommends that the Falcon Heights City Council affirm the attached City of Falcon Heights Elected Official Out-of-State Travel policy adopted November 9, 2005.

# City of Falcon Heights ELECTED OFFICIAL OUT-OF-STATE TRAVEL POLICY

<u>Purpose</u>: The City of Falcon Heights recognizes that its elected official may at times receive value from traveling out of the state for workshops, conferences, events and other assignments. This policy sets forth the conditions under which out-of-state travel will be reimbursed by the City.

### General Guidelines:

- 1. The event, workshop, conference or assignment must be approved in advance by the City Council at an open meeting and must include an estimate of the cost of the travel, and the use of a resolution detailing what exactly is being approved.
- 2. No reimbursements will be made for attendance at events sponsored by or affiliated with political parties.
- 3. The city may make payments in advance for airfare, lodging and registration if specifically approved by the council. Otherwise all payments will be made as reimbursements to the elected official.
- 4. The City will reimburse for transportation, lodging, meals, registration, and incidental costs using the same procedures, limitations and guidelines outlined in the city's Travel Policy.

Adopted November 9, 2005

Susan L. Gehrz, Mayor

Heather Worthington, City Administrator



The City That Soars!

# **REQUEST FOR COUNCIL ACTION**

Meeting Date	January 13, 2021
Agenda Item	Consent F5
Attachment	City Council Standing Rules
Submitted By	Sack Thongvanh, City Administrator

Item	Review and Adopt Council Standing Rules
Description	<ul><li>Each year at the first Council meeting, the City Council reviews the operating procedures it intends to use, and decides if changes are warranted.</li><li>The standing rules have been amended as of September 23, 2020 with the City Council and Advisory Commission Roles and Guidelines as attached.</li></ul>
Budget Impact	N/A
Attachment(s)	<ul> <li>City Council Standing Rules</li> <li>City Council and Advisory Commission Roles and Guidelines</li> </ul>
Action(s) Requested	Staff would recommend adopting the Council Standing Rules for 2021.

#### Amended January 11, 2006

## B. CITY COUNCIL STANDING RULES

#### INTRODUCTION

In the belief that the best decisions are made by the best informed decision makers and that the public decision process is best served when the public has every opportunity to present views, the following rules are established to govern regular and special council meetings, as well as formal public hearings. There are several goals behind these rules.

- 1. In general, free and open discussion by all interested parties should be an essential part of the decision making process.
- 2. The council process should have as little procedural overhead as possible.
- 3. Time is better spent on substantial matters rather than proforma matters.

#### MEMBERSHIP

The formal council membership consists of the four council members and the mayor. All five have one vote each and all five can introduce motions. For purposes of leading the meeting, the mayor, or in the absence of the mayor, the acting mayor will be considered the chairperson.

#### RULES

#### Agenda

- To be considered, an item must be on the agenda and the agenda must be distributed to all of the council members and any other persons having responsibility for an item at least three working days prior to the meeting. An agenda can be modified with addenda by a majority vote, but this should be used only for minor items or items with extreme time constraints.
- 2. An item can be moved from the consent agenda to the action agenda at the request of any council member.
- 3. Since there will be an audience and cable TV viewers not familiar with each item, the chair will give a brief explanation of each item as it is addressed.

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#### Agenda (continued)

- 4. The order of items on the agenda need not be followed absolutely. The chair may adjust the order in the interest of:
  - a. Filling in time before a scheduled item, i.e. a public hearing.
  - b. Grouping several items to best make use of consultant time.
  - c. Accommodating individuals who have attended the meeting specifically to provide input on an item.

#### Process – Regular and Special Council Meetings

- 1. For these proceedings, the council will use the "open discussion" procedure. That is, discussion is open to any member before or after a motion is made. This privilege is also extended to the city administrator, city clerk and any of the consultants who may have an interest in or can contribute to the item at hand.
- 2. At the discretion of the chair, this privilege is also extended to those members of the audience who wish to provide input. The chair may also rule out of order any input felt to be redundant, superfluous, or irrelevant.
- 3. The chair can make liberal use of the "unanimous consent" procedure. That is, items that in the judgment of the chair are likely to be unanimously approved, can be introduced for approval with the statement "If there are no objections . . . stands approved (or denied)." If any council member has an objection, the item reverts to the standard motion procedure. This "unanimous consent" procedure cannot be used for items requiring formal votes, i.e. resolutions, or for approval of the consent agenda.
- 4. The standard motion procedure is changed to <u>not</u> require a second. A motion need only to be considered. This also applies to amendments.
- 5. To eliminate confusion, only one amendment will be considered at a time and that amendment must be germane to the motion. An amendment cannot itself be amended. If a change to an amendment is deemed appropriate, the amendment should be withdrawn and reintroduced accordingly.
- 6. The general mode of voting will be by acclamation, but with enough clarity that the individual votes can be recorded in the minutes. If in doubt, the city clerk can request a clarification.

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#### Process – Regular and Special Council Meetings (continued)

- 7. The meeting will be recorded and the recording will be retained for three months following approval of the minutes for that meeting. The standard retention can be extended if, in the judgment of the mayor, city administrator, city clerk or any council member, such action is warranted. Council workshop sessions are open to the public but will not be recorded.
- 8. If the council action is the result of a resident request and that request is denied in whole or in part, reasons of fact supporting the denial will be made part of the public record.
- 9. No council meeting will extend beyond 10:30 PM except by unanimous vote. This rule is not subject to the modification or suspension provisions of the Standing Rules.

#### Process - Public Hearings

Since a public hearing is a more formal procedure and often requires certain procedures and actions to be legal, the meeting rules are changed accordingly.

- 1. The primary aim of a public hearing is to take input from the public. To accomplish this in the most effective manner, the chair will introduce the hearing with an explanation of the issues. This explanation will be given by the chair or a person designated by the chair. The use of explanatory visual aids is encouraged.
- 2. Following the explanation, input from the public will be taken. Prior to accepting input, though, the chair will state the areas where input will be appropriate, the maximum time to be allotted to any individual presenter, and any other procedural rules deemed appropriate to guarantee that all concerned parties have a fair and adequate opportunity to be heard.
- 3. All individuals wishing to speak must identify themselves, their address, and speak into a recording microphone. Individuals not wishing to speak in public may provide a written statement. The council may take up to 15 minutes to review written statements presented at the meeting. If the council decides to not act on the issue at the public hearing meeting, it may, by majority vote, extend the time where written input will be taken to a day no later than one week before the next meeting where a deciding vote is planned.
- 4. All speakers are expected to be businesslike, to the point and courteous. Anyone not abiding by these rules will be considered out of order.
- 5. The council will refrain from initiating a discussion during the public input phase of the hearing except to clarify points brought up. These "points of information" requests should be held to a minimum.

- 6. Once the public testimony phase is complete, the chair will announce the public hearing to be closed and the council will revert back to its open discussion mode of operation. From this point on, public input will only be appropriate when solicited by the council.
- 7. It shall be the intent of the council to vote on the issue at the same meeting as the public hearing and as close in time to the public hearing as possible. Should it be necessary to defer voting until a later date, that procedure will be clearly explained to the audience.
- 8. No public hearing will extend beyond 10 PM.
- 9. If the motion contains conditions, as may occur in conditional use or variance requests, those conditions will be conveyed in writing to the requestor.
- 10. If the public hearing is the result of a resident request and that request is denied in whole or in part, reasons of fact supporting the denial will be made part of the public record.
- 11. If the public hearing is to set an assessment rate, the assessment formula(s) under discussion cannot be altered. This implies that the council has fully discussed any formulas prior to the hearing and that the appropriate legal, fiscal and engineering consultants have passed on formula(s) viability, legality and feasibility.
- 12. If the hearing is to set an assessment, it cannot be scheduled later than the first meeting in September. This is to allow time to correct any errors prior to the time needed to certify the rolls to the county.

#### ADOPTION/MODIFICATION/SUSPENSION

These rules, with the exception of the mandatory 10:30 PM adjournment, can be adopted, modified or suspended in whole or in part by a <sup>3</sup>/<sub>4</sub> vote of the council. If suspended, they are automatically reinstated at the next meeting. Should they be suspended or a situation occurs that is not covered by the standing rules, Sikkink's Seven Motion System (attached) will apply.

#### ANNUAL REVIEW

These rules will be reviewed annually at the first meeting in January.

#### INTERPRETATION

The chair will interpret the rules. However, the chair's interpretation can be appealed by any council member and can be overruled by a majority vote.

#### Attachment

#### SIKKINK'S SEVEN MOTION SYSTEM

#### **General Rules for a Simplified System of Parliamentary Procedure**

- 1. The purpose of this decision making system is to allow efficient decision making that represents a majority position. Any motion, request, discussion or proposal, which seems to have as its purpose unreasonable delay, manipulation, or the goal of serving individual ends rather than group ends, can be ruled out of order by the chair. Such a ruling by the chair will be subject to the motion called appeal.
- 2. Free and open discussions are valued in this decision making system. For that reason, most motions are discussable and the motion to restrict discussion requires a 2/3 vote in order to pass. In recognizing persons for discussion, the chair first recognizes the person who made the motion, next recognizes other persons and always recognizes a person who has not spoken over a person who has already participated in the discussion. As far as possible, the chair should try to alternately recognize persons representing different viewpoints.
- 3. In examining the chart on the following page, you will note that five of the seven motions are amendable. However, only one amendment at a time may be considered. As soon as that amendment is passed or defeated, another amendment may be proposed.
- The number in front of the motion listed indicates the rank of each motion. Thus, #1 – General motions are lowest in rank, and #7 – Restrict Debate motions are highest in rank. Two rules apply:
  - (1) You usually cannot consider two motions of the same rank at the same time, and
  - (2) If a motion of one rank is being considered, a motion of the same rank or lower

rank is usually out of order, but a motion of higher rank is in order.

While these rules generally apply, the chair may allow some flexibility in certain circumstances. These situations almost always occur with motions #5, 6 and 7. For example, if #7 - "<u>Restrict Discussion</u>" is being discussed and a member wants a secret ballot vote on the matter, <u>Request</u>, while lower in rank, could be used to accomplish this purpose. The chair is allowed to make all decisions on exceptions, but all such decisions are subject to appeal.

Motion	Purpose	Applies To What <u>Situations</u>	Needs <u>Recognition</u>	Needs <u>Second</u>	Can be Discussed	Amendable	Vote <u>Required</u>
1. Restrict Discussion	To stop or limit discussion	All discussable motions	Yes	Yes	Yes	Yes	2/3
2. Appeal	To let the group vote on a chair's decision	To decision of the chairperson	No	Yes	Yes	No	Majority
3. Request	Not a motion but a way to question, challenge, or seek help	Any appropriate situation	No	No	No	No	Chair decides subject to appeal
4. Postpone	To delay action on any general motion to a future time	General motions	Yes	Yes	Yes	Yes	Majority
5. Refer	To have a general motion studied by a committee	General motions	Yes	Yes	Yes	Yes	Majority
6. Meeting Termination	To recess during a meeting or to end a meeting	Made to recess or adjourn	Yes	Yes	Yes	Yes	Majority
7. General	To bring up business for majority decisions by the group	For doing business	Yes	Yes	Yes	Yes	Majority

# SIKKINK'S SEVEN MOTION SYSTEM TABLE

# City Council and Advisory Commission Roles and Guidelines

## **PURPOSE**

The purpose of the document is to outline the main roles, duties, and authority of the City Council (Council) and Advisory Commissions (Commissions). This document also establishes general guidelines for decorum of the governing bodies such as proper procedure during meetings, best practices to represent Council and the community, and other state and local laws that apply.

## POLICY

### A. City Council Role and Authority

The five-member City Council is the chief governing body of the City whose responsibility it is to see that the City is properly exercising its functions, fulfilling the duties law imposes, overseeing the organization's financial affairs and selecting the City Administrator, and not exercising powers which it does not legally possess.

The City Council, as a body, has the following major areas of authority and responsibility. These are:

- 1. Selecting the City Administrator
- 2. Focus on policy and outcomes ensuring that the strategic direction leads the city to the desired outcome
- 3. Setting and interpreting rules governing its own proceedings,
- 4. Exercising all the statutory powers of cities,
- 5. Legislating for the City,
- 6. Directing the enforcement of City ordinances,
- 7. Appointing or hiring non-seasonal or non-temporary personnel,
- 8. Overseeing the City's financial operations and adopting the annual budget,
- 9. Appointing members of the boards, commissions, committees, chairs and task forces conducting the City's inner and regional governmental affairs,
- 10. Protecting the general health, welfare and safety of the City and its inhabitants
- 11. Providing community leadership and vision

The most important single responsibility of individual Council Members is participation and voting at City Council meetings and workshops. As individuals, Council Members have no individual administrative authority; they cannot direct staff or otherwise supervise City employees unless the Council specifically directs them to do so. Staff's respective duties are to Council as an entity. No one Council Member has any right to privileged information, or the direction of staff analysis, research or action apart from the group. As a Council, however, Council Members should devote their official time to issues of basic policy and to acting as liaisons between the City and the general public. Council Members should be concerned, not only with the conduct of current affairs, but also with the future development and welfare of the City.

### **B.** Affirmation of Expectations

The Council seeks to establish commonly held expectations and to clarify roles and procedures to further Council and staff effectiveness. These various initiatives are to not suppress the dynamic

engagement which is so valuable to policy development. The Council is committed to a set of behavioral expectations, intended to create a high level of trust, creativity, and productivity. These include:

- 1. Staying focused on top priority and strategic goals, rather than becoming reactive,
- 2. Engaging in proactive, on-going communication which avoids unnecessary surprises,
- 3. Seeking common ground and coming together, avoiding the fueling of controversy or anxiety,
- 4. Focusing on others' actions and avoiding speculation about their intentions,
- 5. Building trust by being transparent, ethical, and acting with integrity,
- 6. Engaging in and encouraging direct communication,
- 7. Maintain confidentiality of all closed session materials and discussion,
- 8. Assuming good intentions and asking about intent, and
- 9. Respecting all citizens and all members
- 10. Read packets ahead of time and, when possible, provide the City Administrator advance notice about questions for staff before the meeting
- 11. Participate in all issues, not just select matters of personal interest
- 12. Voting after council discussion
- 13. Debate and disagree, without fighting and with keeping it to the issue at hand
- 14. Remember that council makes policy and sets direction, and staff manages the operations and implements Council actions

There are also expected activity levels of Council Members in addition to attending additional meetings, training, activities and events as part of the fulfillment of their duties. Some of these are:

- 1. <u>City Council Orientation</u>: Setting the information foundation of a Council Member is important. Therefore, for each new Council Member, a detailed orientation plan should be completed and fulfilled within the first year of office.
- 2. <u>City Council Meetings</u>: Council Members are expected to be present and on time at all noticed meetings of the City Council. Absences from Council meetings should be identified as soon in advance as possible and communicated to the City Administrator to assure a quorum and necessary voting numbers are present for any given action before the Council.
- 3. <u>Council Liaison:</u> Each Council Member will be assigned meetings through the year by the Mayor and approved by the Council that they are expected to attend on behalf of the City Council. Information from these meetings that might be of interest to the other Council Members should be reported at the end of the monthly City Council workshop meetings under "Mayor and City Council Comments and Commission Liaison Updates." This portion of the Council meeting is not a time for further discussion or questioning beyond specific clarification of the update or announcement. Such is best handled during other communication routes or one to one meetings with staff, Mayor, or Council Members.
- 4. <u>Additional Meetings:</u> There are a number of meetings outside the normal meeting schedule that it is important for Council Members to attend. Some of them are:
  - City Council/Advisory Commission Kick-off event
  - Groundbreaking and grand openings of City facilities
  - Joint meetings with other public entities
  - One-on-one meetings with the City Administrator as established
  - Development Tour

- Emergency Management Training
- Racial Equity an Inclusion training as designated for Falcon Heights Staff, Council and Commissioners.
- Human Rights Day
- City Organized Events (ex. Human Rights Day and Ice Cream Social)

# C. Advisory Commission Role and Authority

Advisory Commissions have a primary role to advise the City Council in the creation and evolution of City policies and procedures. In particular instances, governing bodies may facilitate public participation in order to fully develop a recommendation to the City Council.

City staff members are available to provide general assistance to Advisory Commissions. Advisory Commissions are not involved in the administration or operation of City departments. Commissions may not conduct major studies, or establish official policy without the approval of the City Council.

Despite Commissions' differing tasks, all share some basic responsibilities. Members need to stay informed on subjects of interest to their specific commission. Conscientious attendance is also a fundamental responsibility, as irregular attendance lessens one's ability to study all aspect of items under consideration.

# **D.** Non-Participation in Administration

The City Council has an important oversight and fiduciary responsibility and must develop processes to ensure accountability. Central to an understanding of the role of Council Members is a confirmation of an appropriate relationship with staff. Members of the Council shall refrain from becoming directly involved in the administrative activities of the City and shall not intrude into those areas that are exclusively the responsibility of staff. Individual Council Members may not intervene in staff decision-making, the development of staff recommendations, scheduling of work, and executing department priorities without the prior knowledge and approval of the Council as a whole. Neither an individual Council member nor any Commission member shall give direction or orders to any staff member.

The Council shall work with City staff through the City Administrator or his / her designee. The City Administrator may choose to establish formal or informal norms for routine Council or Commissioner Staff interaction.

# E. Agendas

Council and Commission agendas shall be established by the City Administrator or his / her designee. Future agenda items requested by a Council Member or Commission Member shall be discussed during a regular and/or workshop meeting and will be determined by the majority of the Council or Commission.

In order to focus the Council meetings on consideration of policy issues and to maintain an open forum for public discussion, questions which focus on the policy aspects of agenda items should be at the Council meeting rather than administrative details. Any clarifications or technical questions that can be readily answered should be handled before the meeting. Council Members are encouraged to submit their questions on agenda items to the City Administrator as far in advance of the meeting as possible so that staff can be prepared to respond at the Council meeting.

Any staff member (authorized by the City Administrator"), the Mayor or two (2) Council Members wishing to add an item to any agenda pursuant to this section shall do so by complying with the following: (a) All requests from Council to place an item on the posted agenda must submit an action form to city administration\* and be received by the City Administrator by 10:00 a.m. 11 days prior to the next Council work session meeting. For a regularly scheduled Wednesday Workshop, the deadline for agenda item would be 10:00 a.m. on the Thursday preceding packet completion. All request from the Mayor and Council must first be reviewed at a Council Workshop before being placed on the agenda of a regular meeting.

# F. Communication

 <u>E-mails</u>: All e-mails sent through the City server shall be saved per the City's data retention policies. Each Council Member shall be assigned a unique City e-mail address for City-related e-mail communication. It is strongly advised for Council Members to exclusively use this address for their City business e-mails. Use of personal email for City business could create government data to their personal account subjecting them to retention laws and possibility of discovery if the City receives a data request.

Council Member e-mail communications should be directed either to the City Administrator or to a department head, copying the City Administrator. General electronic communications related to the specific functions of the City Clerk (i.e. scheduling of meetings, record retention, data practices, research, etc.) and the Communications Coordinator (i.e. composing of various items such as articles for the newsletter, press releases, and general correspondence) following positions, may be directly e-mailed, copying the City Administrator.

Council Member communication may not copy more than one other Council Member in their correspondence, nor should e-mail messages be forwarded on from one member to another so as to create a "walking quorum." E-mails to Council Members from the public should be done through City issued emails, which will be shared with all members of the Council.

Advisory Commission members will not receive a City e-mail address. Commissioners should direct all their communications to their Commission staff liaison.

- 2. <u>Written correspondence</u>: The City Clerk or assigned staff shall open up incoming mail for the Mayor, Council Member and Commission Members (unless it is labeled personal and confidential) and disseminate these materials. The City Clerk or assigned staff is authorized to provide copies of Council Members' correspondence to pertinent staff members. General correspondence addressed to Council Members shall be opened and distributed to all Council Members as appropriate.
- 3. <u>Text messages/social media correspondence</u>: All electronic communications from Council to staff or from Council to the public should utilize a City issued address.
- 4. The <u>City logo</u>, insignia and brand can only be used for City business and not for political or personal purposes.

- 5. Prior to <u>interviews with the press</u>, Council Members will inform the City Administrator or designee to coordinate message points.
- 6. <u>Speaking for the City</u>: When Council Members are requested to speak to groups or are asked for the City Council's position on an issue (verbal or written), the response should reflect the position of the City Council as a whole. A Council member may clarify his/her vote on a matter by stating, for example, "While I voted against X, the City Council voted in support of it." When representing the City at meetings or other venues, it is important that those in attendance gain an understanding of the City Council's position rather than that of an individual member.

The City Administrator will be the designed representative for all media inquiries and interviews when requested for an official statement of the City, unless specified differently by the full City Council.

# **G.** General Meeting Guidelines

During meetings, members shall preserve order and decorum and shall obey the rules of the governing body. Governing bodies are expected to conduct meetings implementing Robert's Rules of Order (11<sup>th</sup> edition). Discussions shall be conducted in an orderly fashion. Private conversation between members during meetings is inappropriate. Members also should not privately communicate with any member of the public, including other governing body members and staff via electronic means during a public meeting. As much as possible, or practical, members should provide City staff questions in advance of a meeting that may entail research and preparation for items on the forthcoming agenda.

The City Council will also comply with the Council Standing Rules which is adopted annually to include Sikkink's Seven Motion System.

A member once recognized, shall not be interrupted while speaking unless called to order by the chair, or the speaker chooses to yield to questions from another member. All members shall accord the utmost courtesy to each other, to City employees and to the public appearing before the body. Members shall also refrain at all times from rude and derogatory remarks. Members shall confine their remarks to the issues before the body and shall not attempt to revisit or reopen issues already addressed and settled with one exception: a member of the prevailing side on an issue may move for formal reconsideration of that issue.

Citizens and staff attending meetings shall also observe the same rules of propriety, decorum and good conduct applicable to Council/Commission Members. Any person making personal, impertinent, or slanderous remarks or anyone who becomes boisterous while addressing the body or while attending the meeting shall be asked by the Mayor/Chairperson to conduct themselves properly, and if they fail to do so shall be asked to leave the room.

If the governing body conducts public hearings, members shall not express their views on a proposal until after a public hearing is closed. Members' comments and questions shall not suggest a position. After a public hearing is closed, members shall be invited to discuss their views on the proposal. Members shall apply City Council and Advisory Commission Guidelines and Practices to achieve win-win solutions whenever possible.

Outside of deliberations, it is a member's responsibility to present views and recommendations representing the governing body as a whole. Members expressing views not represented by the majority of the body shall identify them as such.

Public statements shall not include promises that may be construed to be binding on the City, governing body or staff. When making a public statement, members shall indicate that Commission actions are recommendations and that final action will be taken by the City Council.

Public officials and representatives on governing bodies shall follow Minnesota State Statute 10A.07 Conflicts of Interest and Minnesota State Statute 10A.09 Statements of Economic Interest.

The success or failure of a governing body's efforts may be dependent upon the degree of cooperation evident among the individual members of the body; therefore, members shall work to establish a good relationship with each other.

Each member shall keep in mind these important points:

- ° Show respect for another's viewpoint.
- <sup>°</sup> Allow others adequate time to fully present their views before making comments.
- <sup>°</sup> Be open and honest.
- <sup>°</sup> Make new members feel welcome and help them become acquainted with their duties.
- ° Comments are confined to the current issue or policy, not to the person who made other comments
- ° Refrain from speaking a second time until everyone has spoken a first time
- ° No verbal attacks of other members
- ° No side conversations
- ° Pay attention (avoid use of any personal technology devices)
- ° Speak directly and openly to one another
- Support Council decisions

Members shall not vote on, nor participate in the discussion of, issues in regard to which the member has a conflict of interest. Conflict of interest is generally defined as having a personal financial interest in the outcome. Further information can be obtained from the City Attorney by contacting the City Administrator.

Members are also expected to consider issues in terms of the good of the City as a whole and should, as much as possible, be perceived as considering issues on this basis. To this end, members are requested to publicly disclose any relationships to parties involved in an issue or possible perceived conflicts which might be viewed as impacting their ability to objectively consider an issue before them.

# H. Requests for Information/Analysis

City Council requests for information should be made through the City Administrator, according to protocol for channeling communications. Any request that requires a significant amount of staff time to research a problem or prepare a response may be referred to the full Council for direction to ensure that staff resources are allocated in accordance with overall Council priorities.

Commission requests for information will be made to the designated Commission staff liaison. Requests requiring a significant amount of staff time to research a problem or prepare a response may be referred to the full Commission for direction to ensure that staff resources are allocated in accordance with overall Commission priorities as directed by the Council.

## I. Conflicts of Interest

State laws regarding ethics and conflicts of interest are some of the most important for Council Members to be aware of and follow. Essentially, these laws prohibit any Council Member from voting on any question that is brought before the Council in which he/she is personally involved, or has an incompatible occupational or financial interest. Due to both the complexity of these laws and the significant consequences if violated, it is highly suggested that Council Members discuss with the City Attorney potential conflicts who shall consult the City Administrator.

### J. Discrimination

The City of Falcon Heights does not discriminate on the basis of race, color, national origin, sex, religion, age, sexual orientation or disability in the admission or access to, or treatment or employment in, its programs, activities, or services. Members of a governing body must adhere to this City policy as well as City policies regarding non-discrimination, harassment or inappropriate behavior.

### K. Gifts

All local officials in the State of Minnesota, including appointed commissioners, are required to adhere to Minnesota Statute 471.895.

Non-adherence to these guidelines may be subject to review by the City Council.



The City That Soars!

# **REQUEST FOR COUNCIL ACTION**

Meeting Date	January 13, 2021
Agenda Item	Consent F6
Attachment	N/A
Submitted By	Randy Gustafson, Mayor

Item	Council/City Commission Liaison Assignments
Description	<ul> <li>Councilmembers are each assigned to serve as a liaison between City Council and various commissions each year. Assignments for 2021 are as follows:</li> <li>Planning Commission – Melanie Leehy</li> <li>Community Engagement Commission – Randall Gustafson</li> <li>Parks and Recreation Commission – Kay Andrews</li> <li>Environment Commission – Yakasah Wehyee</li> <li>Northeast Youth and Family Services – Mark Miazga</li> <li>North Suburban Cable Commission (Nine North) – Sue Majerus <ul> <li>Mayor Randall Gustafson will be the alternate</li> </ul> </li> </ul>
Budget Impact	N/A
Attachment(s)	N/A
Action(s) Requested	I recommend approval of the above assignments.



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# **REQUEST FOR COUNCIL ACTION**

Meeting Date	January 13, 2021
Agenda Item	Consent F7
Attachment	N/A
Submitted By	Randy Gustafson, Mayor

Item	Appointment of Acting Mayor
Description	Periodically, the Mayor's absence requires that official duties (such as signing official documents, running City Council meetings, etc.) need to be conducted in a timely manner. Past practice has been to rotate this position among the various City Council Members. The 2020 Acting Mayor was Council Member Mark Miazga. The Mayor still retains the right to name other Council Members as Acting Mayor when planned absences are anticipated, but the formal designation of an Acting Mayor allows for continuity of operations in the case of an emergency or unplanned absence.
Budget Impact	N/A
Attachment(s)	N/A
Action(s) Requested	Motion to approve Council Member Melanie Leehy as the 2021 Acting Mayor.



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# **REQUEST FOR COUNCIL ACTION**

Meeting Date	January 13, 2021
Agenda Item	Consent F8
Attachment	N/A
Submitted By	Roland Olson, Finance Director

Item	Mileage reimbursement rate for 2021
Description	The business mileage reimbursement rate allowed by the IRS is 56 cents per mile effective January 1, 2021. This is a 1.5 cent per mile decrease in the mileage rate allowed by the IRS in 2020.
Budget Impact	The mileage reimbursement rate is 56 cent per mile effective January 1, 2021.
Attachment(s)	N/A
Action(s) Requested	Staff recommends allowing the IRS approved reimbursement mileage rate of 56 cents per mile when employees use their personal vehicles for city business for 2021.



The City That Soars!

# **REQUEST FOR COUNCIL ACTION**

Meeting Date	January 13, 2021
Agenda Item	Consent F9
Attachment	Resolution
Submitted By	Sack Thongvanh, City Administrator

Item	Appointment of Vandara Thammavongsa to the position of Assistant to the City Administrator
Description	Vandara Thammavongsa has accepted the position of Assistant to the City Administrator after the resignation of Nalisha Nandkumar. Nalisha Nandkumar accepted the City Clerk position with a community in the west suburb. Ms. Thammavongsa has a start date of January 19 <sup>th</sup> , 2021.
Budget Impact	This position has been budgeted for in 2021.
Attachment(s)	<ul> <li>Offer Letter</li> <li>Resolution 21-02 Appointment of Vandara Thammavongsa to the position of Assistant to the City Administrator</li> </ul>
Action(s) Requested	Staff recommends approval of attached resolution appointing Vandara Thammavongsa to the position of Assistant to the City Administrator.

### CITY OF FALCON HEIGHTS COUNCIL RESOLUTION

#### January 13, 2021

#### No. 21-02

#### \_\_\_\_\_

#### **RESOLUTION APPOINTING VANDARA THAMMAVONGSA TO THE POSITION OF ASSISTANT TO THE CITY ADMINISTRATOR FOR THE CITY OF FALCON HEIGHTS**

**WHEREAS**, on November 20, 2020, Nalisha Nandkumar submitted her letter of resignation with a last day of employment on December 10, 2020;

**WHEREAS**, thereafter the position was posted and candidates were interviewed by the City Administrator and Staff;

WHEREAS, the position was offered and accepted by Vandara Thammavongsa;

WHEREAS, Vandara Thammavongsa has a start date of January 19<sup>th</sup>, 2021.

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

- 1. Appoint Vandara Thammavongsa to the position of Assistant to the City Administrator, and
- 2. Authorize compensation of \$24.04 per hour (\$50,000/year).

In Favor

Against

------

Moved by:

Approved by: \_\_\_\_

Randall C. Gustafson Mayor

GUSTAFSON MIAZGA ANDREWS LEEHY WEHYEE Attested by:

Sack Thongvanh City Administrator



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

email: mail@falconheights.org website: www.falconheights.org

The City That Soars!

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

January 4, 2021

Vandara Thammavongsa 16343 Jatos Circle Lakeville, MN 55044

### Offer Letter

Re: Employment Offer-Assistant to the City Administrator

Dear Ms. Vandara Thammavongsa,

Congratulations, I would like to offer the position of Assistant to the City Administrator for the City of Falcon Heights. We are very excited that you will be joining our team. The City Council will have to formally approve your appointment at their January 13<sup>th</sup> City Council Meeting at 7:00 pm. You are required to be in attendance to be introduced. In addition, this appointment is contingent on a background check.

Your starting annual salary will be \$50,000 with a start date to be determined, and per the personnel policy, you will be eligible for your first step increase of 5% in six months and then another step increase of 5% in 18 months. This is not in lieu of the annual employee COLA increases. This is a 40 hour per week, non-exempt position. The expectation is that there will be some night meetings that you will need to attend as discussed for the Park and Recreation Commission and as assigned by the City Administrator. For any hours worked beyond 40 in a week, you will earn Comp Time.

You are eligible for all employee benefits including health, dental, life, short-term disability and long-term disability insurance. In addition, you will accrue vacation and sick time as per the personnel policy. Finance Director Roland Olson will be contacting you soon to discuss benefits.

Finally, per the personnel policy, you will be placed on a 6-month probationary period to begin your employment. We look forward to working with you and are very excited about you joining our team. If you have any further questions, please feel free to call me at (651) 792-7611.

Sincerely,

Show Thony vants

Sack Thongvanh, City Administrator

FAMILIES, FIELDS AND FAIR



The City That Soars!

# **REQUEST FOR COUNCIL ACTION**

Meeting Date	January 13, 2021
Agenda Item	Consent F10
Attachment	Resolution
Submitted By	Ashleigh Walter
	Administration & Communications
	Coordinator

Item	Resignation of Katie Kohn from the Community Engagement Commission
Description	Katie Kohn joined the Community Engagement Commission in 2017, and has been an asset to the Commission throughout the completion of her term. Most recently, Ms. Kohn stepped into a role as interim chairperson to offer leadership for the planning of Human Rights Day. Katie has also assisted with welcoming new Falcon Heights residents by delivering Welcome Packets and door hangers. On December 29, 2020, Ms. Kohn notified staff of her desire to resign from the Commission, effective immediately. Staff are grateful for Ms. Kohn for the generosity she showed with her time and leadership throughout her three years on the Commission.
Budget Impact	N/A
Attachment(s)	Resolution 21-03 Resignation of Katie Kohn from the Community Engagement Commission
Action(s) Requested	Staff recommends approval of attached resolution accepting the resignation of Katie Kohn from the Community Engagement Commission.

#### CITY OF FALCON HEIGHTS COUNCIL RESOLUTION

#### January 13, 2021

#### No. 21-03

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#### RESOLUTION ACCEPTING THE RESIGNATION OF KATIE KOHN FROM THE FALCON HEIGHTS COMMUNITY ENGAGEMENT COMMISSION

**WHEREAS**, the City appointed Katie Kohn in March 2017 as a member of the City of Falcon Heights Community Engagement Commission; and

**WHEREAS**, Ms. Kohn is approaching completion of her three-year term on the Community Engagement Commission;

**WHEREAS**, on December 29, 2020 Ms. Kohn communicated her intent to resign her duties from the Commission effective immediately;

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

1. That the "Letter of Resignation" is accepted by the City Council of the City of Falcon Heights.

\_\_\_\_\_

Moved by:

Approved by:

Randall C. Gustafson Mayor

GUSTAFSON
MIAZGA
ANDREWS
LEEHY
WEHYEE

In Favor Att

Against

Attested by:

Sack Thongvanh City Administrator



The City That Soars!

# **REQUEST FOR COUNCIL ACTION**

Meeting Date	January 13, 2021
Agenda Item	Consent F11
Attachment	Resolution
Submitted By	Ashleigh Walter
	Administration & Communications
	Coordinator

Item	Resignation of Georgiana May from the Community Engagement Commission
Description	Georgiana May joined the Community Engagement Commission in 2017, and has been an active member of the commission throughout her term. On December 30, 2020, Ms. May notified staff of her desire to resign from the Commission upon the completion of her term at the end of 2020. Staff are grateful for the commitment and generosity Ms. May showed with her time throughout her term.
Budget Impact	N/A
Attachment(s)	Resolution 21-04 Resignation of Georgiana May from the Community     Engagement Commission
Action(s) Requested	Staff recommends approval of attached resolution accepting the resignation of Georgiana May from the Community Engagement Commission.

#### CITY OF FALCON HEIGHTS COUNCIL RESOLUTION

#### January 13, 2021

#### No. 21-04

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#### RESOLUTION ACCEPTING THE RESIGNATION OF GEORGIANA MAY FROM THE FALCON HEIGHTS COMMUNITY ENGAGEMENT COMMISSION

**WHEREAS**, the City appointed Georgiana May in February 2017 as a member of the City of Falcon Heights Community Engagement Commission; and

**WHEREAS**, Ms. May is approaching completion of her three-year term on the Community Engagement Commission;

**WHEREAS**, on December 30, 2020 Ms. May communicated her intent to resign her duties from the Commission effective immediately;

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

1. That the "Letter of Resignation" is accepted by the City Council of the City of Falcon Heights.

\_\_\_\_\_

Moved by:

Approved by:

Randall C. Gustafson Mayor

GUSTAFSON
MIAZGA
ANDREWS
LEEHY
WEHYEE

Attested by:

In Favor

Against

Sack Thongvanh City Administrator



The City That Soars!

# **REQUEST FOR COUNCIL ACTION**

Meeting Date	January 13, 2021
Agenda Item	Consent F12
Attachment	N/A
Submitted By	Tim Pittman, Director of Public Works
-	and Parks, Roland Olson, Finance
	Director

Item	Purchase of 2021 Ford F250 and Attachments for the Public Works Department
Description	The City of Falcon Heights has an equipment replacement plan that was adopted by council to replace pieces of equipment that have met or exceeded its life expectancy. The piece of equipment that is being replaced is a 2010 Ford F250 that has met this criteria. The piece of equipment being replaced will be auctioned off at the Minnesota Surplus Services as soon as the new truck is delivered and equipped with above stated attachments.
Budget Impact	Money has been allocated in the 2021 Capital Equipment Fund (424). Funds for this item are in the amount of \$42,000. The budget line item also needs to be amended upwards of \$5000 to allow for the truck and attachment expenditures. Add \$5000 to budget line item 403-4403-01000 for 2021.
Attachment(s)	Copies of the state bids are attached.
Action(s) Requested	Staff recommends that the City of Falcon Heights Council approve the purchase of the above mentioned truck and attachments under the State Contract Price with Midway Ford in the amount of \$28,946.31 and Crysteel Truck Equipment in the amount of \$14,145.55. Also, staff recommends increasing the budget line item as listed above by \$5000.

#### Midway Ford Commercial Fleet and Government Sales 2777 N. Snelling Ave. Roseville MN 55113



Travis Swanson 651-343-5212 tswanson@rosevillemidwayford.com

Fax # 651-604-2936

FTM18 Contract # 169665 2021 F250 4X4- Regular Cab- 8' Box

Automatic Transmission Dual Front Air Bags AM/FM Radio Tow Hitch Tilt Wheel Standard 40/20/40 Vinyl Front Seat Standard Base Upholstery 4-Wheel ABS Brakes Air Conditioning LT245/75r17 E All Season Tires

Front Tow Hooks Rubber Floor Covering Black Bumpers w/Rear Step Matching Full Size Spare Tire 6.2L V8 E85

12-16 weeks delivery lead time No cut off order date at this time

Options	Code	Price	Select	Exterior Colors	Code	Select
Power Group	90L	\$787	X	Blue Jeans Metallic	N1	
Upfitter Switches	66S	\$150	X	Race Red	PQ	
LT245/75r17E AT Tires	TBM	\$150	Х	Caribou Metallic	LQ	
Snow Plow/Camper Pkg	47B	\$223	X	Shadow Black	G1	
Brake controller	52B	\$245	X	Magnetic Metallic	J7	
				Iconic Silver Metallic	JS	
				Oxford White	YZ	
)			a 1			
				Extended Service Contracts	Cost	Select
				7 year/75,000 mile	\$2,570	
				PremiumCare Warranty		
				(Bumper to Bumper)		
				]		
Option Total		\$1,555				
				You must have a active FIN code	to participate in	n this
Base Price			Totals	purchase contract : FIN code #		
6.2 Gas			\$25,436.84	Purchase Order required prior t	o order placer	nent
Options Price Totals			\$1,555.00			
Extended Warranty				PO #		
Transit Impr Excise Tax			\$20.00			
Tax Exempt Lic			\$55.00			
5.5% Sales Tax			\$1,754.47	Name of Organization		
Document fee			\$125.00			
Sub total per vehicle			\$28,946.31			
Number of Vehicles				1 Address		
Grand Total for all units			\$28,946.31			
				City, State, Zip		
Acceptance Signature				Contact Demon/ Diseas #		
				Contact Person/ Phone #		
Print Name and Title		Date		Contact's e-mail address and fax #	ŧ	



1130 73<sup>rd</sup> Avenue NE Fridley, MN 55432 (763) 571-1902 1-800-795-1280 Fax # (763) 571-5091

Highway 60 East Lake Crystal, MN 56055 (507) 726-6041 1-800-722-0588 Fax # (507) 726-2984

www.crysteeltruck.com

AN EQUAL OPPORTUNITY EMPLOYER

January 8, 2021

Tim Pittman City of Falcon Heights 2077 W. Larpenteur Ave. Falcon Heights, MN 55113

Dear Tim:

Crysteel Truck Equipment is pleased to submit this quote for your approval. Prices are based on Mn-State Contract # T-763(5) unless noted as NCI (Non-Contract Item).

<b>3.0 FRONT SNOW PLOWS</b> Manufacturer Toro Make Boss Warranty Length 2 years	
3.44 8'2" V-DXT Steel Vee Plow	\$6,278.00
Installation of Plow	\$700.00
3.105 Snow Deflector (7'6"-9'2" V-Plows, 7'6"-9' Super Duty,9'HD) Snow Deflector Installation	\$244.00 \$68.00
V-Plow Total	\$7,290.00
Discourse the	
<u>Plow options:</u> 3.116 Plow Shoe Assembly \$42.00per shoe (x4)	<b>\$400.00</b>
Add for 3.49 8'2" V-DXT SS Vee Plow	\$168.00 \$495.00
	φ <del>4</del> 90.00
7.0 ACCESSORIES & OPTIONS	
Manufacturer Backrack Inc.	
Make Backrack	
Warranty 1 year	
7.18 Backrack 15018, Frame Only, (installed)	\$319.00
7.49 Standard No Drill 30221, 2017-TD Superduty Aluminum Body 7.105 Light Bracket 91002, Light Brkt, 10-1/2" Base, Center Mount (installed)	\$88.00 \$80.00
7.107 Arrow Stick Bracket 91004, Arrow Stick Brkts, 1pr. (installed)	\$80.00 \$73.00
7.10 R2LPHP* Six LIN6™ Super-LED® Modules,Permanent Mount, Amber	\$706.00
Whelen TA87OL Traffic Advisor installed on cab shield, wired to in dash switch	
Backrack Total:	\$3,347.21

5.0 LIFTGATES	
Manufacturer Woodbine Manufacturing Co.	
Make Tommy Gate	
Warranty Length 1 year	
5.17 G2-60-1342 EA38 (installed)	\$3,420.00
Electronic back up alarm 560-STA20502-G	\$ 88.34
Lift Gate Total:	\$3,508.34
Lift Gate options:	
5.170 Rear Camera & Sensor Bar (installed)	\$305.00
Repositions Camera Eye Only	\$ 200.00
5.176 Extended Warranty	\$163.00
Total Package Price:	\$14,145.55

#### Options:

10

1

Buyers Mini Light Bar installed on cab shield, wired to in dash switch (8891060) ILO Whelen LIN6™ Super-LED® (deduct) (-\$196.75) Buyers 34 Inch LED Traffic Advisor/Strobe/Flood Light installed to upfitter switches (8894134) ILO Whelen Traffic Advisor NCI (deduct) (-\$1,320.03)

Sincerely,

Rob Weldon

- All prices are subject to applicable taxes
- Quotes are good for 30 days



The City That Soars!

# **REQUEST FOR COUNCIL ACTION**

Meeting Date	January 13, 2021
Agenda Item	Consent F13
Attachment	N/A
Submitted By	Roland Olson, Finance Director

Item	Additional Retro Budget Amendment for Year End 2020 Infrastructure Fund
Description	<ul> <li>Sometimes, at the end of the year, budget amendments need to be made to improve the financial statements for year end. Staff recommends the following amendment.</li> <li>The Infrastructure Fund (419) needs a budget amendment for the additional engineering expenses in 2020 for the 2021 street project. These preliminary costs for the 2021 street project are being accounted for in the Infrastructure Fund in 2020.</li> <li>419-4419-80100 increase by 40,000</li> </ul>
	Amend budget line item as explained above.
Attachment(s)	NA
Action(s) Requested	Staff recommends a retro amendment for the year 2020 to the budget line item as recommended above.



The City That Soars!

# **REQUEST FOR COUNCIL ACTION**

Meeting Date	January 13, 2021
Agenda Item	Consent F14
Attachment	N/A
Submitted By	Ashleigh Walter, Administrative &
	Communications Coordinator

Item	Accepting Donation from Falcon Heights/Lauderdale Lions Club
Description	The Falcon Heights/Lauderdale Lions Club has utilized City facilities in the past, most recently for annual holiday tree sales at the Community Park in November & December 2020. On December 22, the City received with a letter from the Treasurer, John Duncan a donation in the amount of \$500 for the Falcon Heights Friends of the Park Fund.
Budget Impact	The donation will be applied to the Friends of the Park Capital Improvements fund to support future parks initiatives.
Attachment(s)	NA
Action(s) Requested	Accept the generous donation from the Falcon Heights/Lauderdale Lions Club in the amount of \$500.



The City That Soars!

# **REQUEST FOR COUNCIL ACTION**

Meeting Date	January 13, 2021
Agenda Item	Policy G1
Attachment	Contract
Submitted By	Sack Thongvanh, City Administrator

Item	Fire Protection Services with the City of Saint Paul
Description	If the Council approves the Joint Powers Agreement between the City of Saint, Paul, services will be provided starting 12:01am January 16 <sup>th</sup> , 2021.
Budget Impact	The 2021 City Levy reflects changes in Fire Services. The annual cost will be \$165,000 in 2021 and 2022 will have an increase of 2.25%.
Attachment(s)	<ul> <li>Joint Powers Agreement Between the City of Saint Paul and the City of Falcon Heights</li> </ul>
Action(s) Requested	Staff would recommend approval of the Fire Protection Services Agreement with the City of Saint Paul.

## JOINT POWERS AGREEMENT BETWEEN THE CITY OF SAINT PAUL AND THE CITY OF FALCON HEIGHTS

THIS JOINT POWERS AGREEMENT (the "Agreement"), is made and entered into effective as of this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_, 2021 by and between the City of Falcon Heights (hereinafter called "Falcon Heights"), a Minnesota municipal corporation, whose principal office is located at 2077 West Larpenteur Avenue, Falcon Heights, Minnesota 55113, and the City of Saint Paul, through its Saint Paul Fire Department (hereinafter called "Saint Paul"), a Minnesota municipal corporation, whose principal office is located at 15 West Kellogg Boulevard, Saint Paul, Minnesota 55102, Falcon Heights and Saint Paul are hereinafter collectively called the "Cities".

WHEREAS, Falcon Heights intends to engage Saint Paul's Fire Department (the "Fire Department") to provide Fire and the Hazardous Materials Response Team Services to all of Falcon Heights; and

WHEREAS, the Cities are authorized under Minnesota Statutes, section 471.59 to cooperatively exercise their commonly held powers and an aid agreement is critical to providing and supporting emergency services; and

WHEREAS, Saint Paul through the Fire Department is willing and able to provide the year- round services and equipment desired by Falcon Heights when requested.

NOW, THEREFORE, subject to the terms and conditions set forth below, Falcon Heights and Saint Paul agree as follows:

#### **SECTION 1. Definitions.**

- 1. *Emergency* means fires, medical, rescues, drowning(s), building damages, caveins, accidents, explosions, disaster response, or other types of incidents which a fire department would respond to for the protection of life, health, and property. This term shall be interpreted broadly to effect the purpose of this Agreement.
- 2. *Fire Chief* means the Chief of the Saint Paul Fire Department.
- 3. *Fire Fighting Services* means those services directed at rescue, fire suppression, property conservation or special operations involving individuals, buildings on property involved in a fire or other emergency.
- 4. *Fire Preventative Services* means those services directed at fire cause investigation and determination, pre-fire planning, hazard identification and elimination, public education and other activities intended to proactively improvement the safety of life and property.

5. *Hazardous Materials Response Services* means those services directed at the identification, isolation, mitigation or removal of hazardous materials.

#### **SECTION 2.** Scope of Services from Saint Paul.

A. Services.

The Fire Department will provide the following services to Falcon Heights pursuant to the terms and conditions set forth herein:

- 1. Fire Fighting Services and Fire Prevention Services from Saint Paul Fire Stations as needed in the performance of the services described herein, including mutual aid services as deemed necessary by situation.
- 2. Hazardous Materials Response Services of the Saint Paul Hazardous Materials Response Team.
- B. Equipment.

The Fire Department will provide all personnel and equipment that they have available in Saint Paul that may be required to perform the above services.

- 1. The Fire Chief, or, in case of his absence or disability, the person in active charge of the Fire Department, may in his discretion retain in Saint Paul such equipment and personnel as may in his opinion be necessary for the proper and adequate protection of Saint Paul, and will dispatch for the protection of Falcon Heights only such personnel and equipment in response to the request for services by authorized persons as in his opinion can for the time being be safely spared from Saint Paul.
- 2. In case an emergency arises within Saint Paul while the equipment and personnel of the Fire Department are engaged in fighting a fire for Falcon Heights, the Fire Chief or other person in active charge of the department may in his discretion recall to Saint Paul from the service of Falcon Heights such equipment and personnel as he may in his opinion consider necessary to meet said emergency. The determination of the Chief or the active head of the department as to what equipment shall be furnished or withdrawn, as provided herein, will be final and conclusive.
- 3. Notwithstanding the above, in the exercise of discretion regarding the

personnel and equipment available for services in Falcon Heights, the Fire Chief or designee will use best effort to ensure that the level of service provided in Falcon Heights is comparable to that provided by the Fire Department in Saint Paul.

## C. Reports/Annual Meeting.

The Fire Department will provide Falcon Heights a quarterly report of 911 Responses to Falcon Heights. The report will include numbers and purpose of calls, building/property involved, and result of call/response.

If Falcon Heights desires specific patient care reports for risk management or insurance purposes, Falcon Heights may request that the patient obtain the report from Saint Paul. Falcon Heights will not receive patient care reports directly from the Fire Department.

The St. Paul Fire Chief and the Falcon Heights City Administrator shall hold at least one meeting annually during term of this contract at least 120 days before its anniversary date to discuss Falcon Heights's satisfaction with the service provided during the year, and to discuss such other issues as either party deems relevant to this contract.

D. Chain of Command.

The chain of command for purposes of making emergency decisions in incidents relating to fire and hazardous materials services provided by Saint Paul pursuant to this Agreement will be as follows when Saint Paul staff are in Falcon Heights providing such services:

- 1. The Fire Department will implement the Incidental Command System (ICS) as per department procedures.
- 2. The Fire Department will respond with an Incident Commander who holds the title of either District Chief, Deputy Chief or Assistant Chief of Operations.
- 3. Falcon Heights will provide a city representative for large scale events to communicate with the Fire Department.

## **SECTION 3. Obligations of Falcon Heights.**

1. Falcon Heights will provide any additional City services necessary for response to an Emergency outside of the fire services provided by Saint Paul, including but not limited to:

- a. Any required Public Works services;
- b. Any required Police services;
- c. Any required Code Enforcement/Safety and Inspections services; and
- d. General emergency management needs.

Falcon Heights will coordinate any required water services with St. Paul Regional Water Services.

A. Information.

Falcon Heights will provide necessary information related to the fire services upon written request by Saint Paul or, in the case of an Emergency, as promptly as reasonably possible after any request.

A. Request For Services.

A call for an Emergency in Falcon Heights shall be received by the Ramsey County Public Safety Answering Point (PSAP) at the Ramsey County Emergency Communication Center (RCECC) and will be routed to the Fire Department. The Fire Department shall coordinate with RCECC to provide the Fire Department the following information, as available, at the time of the request to Saint Paul for services.

- 1. A description of the incident, including what happened, the time, the type of materials involved, if any, the geographic area, and any other detail which may be helpful; and
- 2. A description of the most favorable response route to minimize the response time.
- B. Incident Risk Management.

At the request of the Incident Commander, Falcon Heights may provide, at its option and at its own expense, one or more of the following:

- 1. Crowd Control;
- 2. Evacuation of the site and surrounding area, as necessary;
- 3. Site Security (during and post-incident);
- 4. Heavy equipment;
- 5. Diking material (as required by scope of incident); and
- 6. Hazardous Materials recovery by private contractor, if necessary.
- C. Assistance with Recruitment.

Falcon Heights agrees to assist Saint Paul in the recruitment of Department personnel. Assistance may include providing notice to residents of Falcon Heights of employment opportunities via electronic and print media, providing opportunities at Falcon Heights community events for the Department to disseminate the information or otherwise as may be mutually agreeable to the parties.

#### **SECTION 4. Term.**

A. Term.

This Agreement shall commence on \_\_\_\_\_, 2021 and shall remain in full force for a period of one year from that date, expiring on \_\_\_\_\_\_, 2023, unless terminated earlier pursuant to the terms of this Agreement.

B. Renewal.

After expiration of the initial two year term, this Agreement shall automatically renew for successive periods of one year unless either party provides written -notice to the other as provided in Section 11 of this Agreement

## SECTION 5. Contacts/Authorized Agents for Services Provided.

Falcon Heights's contact person/liaison officer and authorized agent for Emergency services to be provided pursuant to this Agreement is City Administrator.

Saint Paul's contact person/liaison officer and authorized agent for Emergency services to be provided pursuant to this Agreement is the Fire Chief.

## **SECTION 6. Compensation and Billing.**

A. Compensation.

- 1. Falcon Heights agrees to compensate Saint Paul at a rate of \$165,000.00 for fire and hazardous materials response team services performed under this Agreement for the first year. The amount of compensation paid by Falcon Heights each subsequent year will increase by 2.25%.
- 2. Saint Paul may request additional administrative cost compensation based on an itemized invoice for actual costs incurred when extraordinary circumstances result from a specific Falcon Heights authorized hazardous emergency response and such

costs are authorized by Falcon Heights in writing in advance.

- 3. Saint Paul will be responsible for and pay, when due, all taxes and other withholdings due on compensation paid to employees of Saint Paul.
- 4. Saint Paul will accept no income, payment, or compensation of any kind from any third party in connection with or related in any way to the provision of the services to Falcon Heights under this Agreement.

## B. Billing.

Saint Paul agrees to invoice Falcon Heights for regular services provided under this Agreement within 30 days of the end of each calendar quarter beginning with the quarter \_\_\_\_\_\_\_, 2021. Saint Paul also agrees to invoice Falcon Heights by January 31 of each year for all labor and/or other miscellaneous expenses incurred during the previous calendar year due to

extraordinary circumstances as previously approved by Falcon Heights. Upon review and verification, Falcon Heights will pay Saint Paul the required amount within 35 days of receipt of each invoice.

C. Emergency Services Charges. Falcon Heights, in its sole discretion, may exercise its authority to impose and collect an emergency service charge on those receiving emergency services, including fire services, within the City of Falcon Heights. Saint Paul shall have no right to, or interest in, any service fees collected by Falcon Heights. If Falcon Heights imposes an emergency service charge it shall provide Saint Paul a list of the specific types of information it determines it needs collected in order to successfully impose and collect the charge. Saint Paul shall make a good faith effort to collect the requested information for each service call to with the City of Falcon Heights and promptly provide Falcon Heights with the information it collected.

## **SECTION 7. Independent Contractor.**

In providing services to Falcon Heights under this Agreement, Saint Paul will be acting as an independent contractor, and nothing will be deemed to create a relationship of employer-employee, common law employee, principal-agent, partner, or joint venture between Saint Paul and Falcon Heights. Neither party has any authority to bind the other to any contract or agreement without the other's written permission. Saint Paul will be responsible for all of its own federal, state, and local taxes, withholding, social security, insurance, and other employee benefits. It is understood and agreed Falcon Heights shall have no responsibility whatsoever toward the firefighters or other emergency personnel including any employment related issues such as training, supervision, performance reviews, or discipline. It is further agreed that Falcon Heights has no responsibility,

beyond paying the agreed upon compensation under Section 6, for acquiring, operating, maintaining, housing, or replacing equipment as needed to provide the fire services described herein.

#### **SECTION 8. Liability.**

Falcon Heights agrees to release Saint Paul, its officers, agents and employees, from all claims for damages or loss resulting from failure to furnish or delay in furnishing personnel or equipment, or from failure to prevent, control or extinguish any conflagration, whether resulting from the negligence of Saint Paul, its officers, agents or employees or otherwise. Falcon Heights agrees to indemnify, save and hold harmless Saint Paul, its officers, agents and employees, from all claims for injury, loss or damage to persons or property occurring in connection with performance of the services hereunder and arising out of and caused by the negligent act or omissions Falcon Heights's officers, agents or employees.

Falcon Heights will reimburse Saint Paul for all loss and damage to equipment while being used in Falcon Heights in connection with the furnishing of services under this Agreement, ordinary wear and tear excepted.

#### **SECTION 9. Insurance.**

Both Falcon Heights and Saint Paul are municipal subdivisions under the statutes of the State of Minnesota and represent and warrant that they are authorized as self-insured or have in place insurance policies for purposes of all property damage and general liability claims. Both Falcon Heights and Saint Paul also represent that they have in full force and effect applicable health insurance, including worker's compensation or disability insurance for themselves and their employees performing work under this Agreement. Liability limitations and exceptions apply to both cities pursuant to Minn. Stat., Chapter 466 and laws related thereto and no party shall recover damages against Falcon Heights and Saint Paul any amounts greater than the limits on liability for any one party as provided in Minn. Stat., Chapter 466. The cities shall both provide a copy of their certificate or letter evidencing self-insurance as described herein.

#### SECTION 10. Saint Paul's Warranties and Covenants.

Saint Paul hereby represents, warrants, and covenants as follows:

1. Saint Paul is financially solvent; able to pay its debts and is possessed of sufficient working capital to provide the services/equipment in accordance with the Agreement.

- 2. Saint Paul warrants that it has complied with all applicable registration and licensing requirements to enable Saint Paul to act as an independent contractor under the terms of this Agreement.
- 3. Saint Paul has the experience and skills necessary to perform and provide the services and equipment required pursuant to this Agreement. All services provided by Saint Paul will be performed:
  - a. In a professional manner, with a high grade, nature, and quality commensurate with that which is customaly in the industry;
  - b. In compliance with all applicable federal, state, and local laws, rules, regulations and ordinances, including, without limitation, the laws, rules and regulations of the federal Occupational Safety and Health Act (OSHA).

## **SECTION 11. Termination of Agreement.**

This Agreement may be terminated by mutual consent of the parties at any time. This Agreement may be terminated by either party for material breach upon 30 days' written notice to the other party and that party's failure to cure the default within said period of time. This Agreement is subject to termination without cause by either party upon ninety (90) days' written notice. Upon termination, Saint Paul will invoice Falcon Heights for the pro-rated portion of the total work already complete of the total up to the time of termination.

## **SECTION 12. Data Practices.**

Saint Paul and Falcon Heights agree to abide strictly by Minn. Stat., Chapter 13, the Minnesota Government Data Practices Act. All of the data created, collected, received, stored, used, maintained, or disseminated by Saint Paul in performing functions under this Agreement is subject to the requirements of the Minnesota Government Data Practices Act and any service provider must comply with those requirements as if it were a governmental entity. The remedies in the Minnesota Government Data Practices Act apply to Saint Paul and Falcon Heights. If any provision of this Agreement is in conflict with the Minnesota Government Data Practices Act or other Minnesota state laws, state law shall control.

## **SECTION 13. Legal Responsibilities to the Public.**

Saint Paul will, while in Falcon Heights or performing any of the services hereunder, comply

with all applicable local, state and federal safety laws and regulations including, without limitation, laws and regulations under the federal Occupational Safety and Health Act.

#### **SECTION 14. Access to Financial Records.**

Falcon Heights may request statements of account regarding income or expenses generated pursuant to this Agreement. Saint Paul agrees to provide such statements of account within a reasonable period of time, not to exceed 45 days, after receipt of the request from Falcon Heights.

#### **SECTION 15. Assignment or Transfer of Duties.**

Saint Paul and Falcon Heights acknowledge that the services to be rendered under this Agreement are unique and personal. Neither party may assign, transfer or delegate its rights, duties or obligations under this Agreement without the prior written consent of the other party.

#### **SECTION 16. Amendments.**

All alterations, amendments, deletions or waivers of the terms of this Agreement shall be valid and enforceable only when they have been agreed upon by both parties and executed by both parties in writing.

#### **SECTION 17. Entire Agreement.**

It is understood and agreed that this Agreement constitute the entire agreement by the parties concerning the subject matter hereof and supersedes all oral agreements and negotiations between the patties relating to the subject matters herein.

## **SECTION 18. Interpretation of Agreement, Venue.**

This Agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this agreement shall be venued in the District Court of the County of Ramsey, Second Judicial District, State of Minnesota.

#### **SECTION 19. Waiver.**

The waiver by either of the Cities of any breach under the terms of this Agreement or the failure by a City to enforce the rights or remedies arising under the terms of this Agreement shall not constitute a waiver of a City's rights and/or remedies with respect to any subsequent breach or default of the terms of this Agreement. The rights and remedies of the Cities provided or referred under the terms of this Agreement are cumulative and not mutually exclusive.

#### SECTION 20. Notices.

Unless otherwise specified in this Agreement, all notices or other written communications required under this Agreement shall be delivered in person, recognized private delivery service or deposited in United States Certified Mail, Return Receipt Requested. Any notices or other communications shall be addressed as follows:

To Saint Paul: Saint Paul Fire Department 645 Randolph Avenue Saint Paul, MN 55102 Attn: Jill LaCeasse

To Falcon Heights: 2077 West Larpenteur Avenue Falcon Heights, Minnesota 55113 Attn: City Administrator

#### **SECTION 21. Severability.**

The provisions of this Agreement are severable. If any part of this Agreement is rendered void, invalid or otherwise unenforceable by a court of competent jurisdiction, such rendering shall not affect the validity and enforceability of the remainder of this Agreement.

## **SECTION 22.** Counterparts.

This Agreement may be executed individually in counterparts, with each part an original, and together all parts form a single document.

## **SECTION 23. Electronic Signatures**.

The parties agree that the electronic signature of a party to this Agreement be valid as an original signature of such party and shall be effective to bind such party to this Agreement. The parties further agree that any document (including this Agreement and any attachments or exhibits to this Agreement) containing, or to which there is affixed, an electronic signature shall be deemed (i) to be "written" or 'in writing," (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written when printed from electronic files. For purposes hereof, "electronic signature" also means manually signed original signature that is then transmitted by an electronic means, including without limitation a faxed version of an original

Saint Paul Fire Department Proposal for Fire Protection Services

signature or an electronically scanned and transmitted version (e.g. via PDF) of an original signature. Any party's failure to produce the original signature of any electronically transmitted signature shall not affect the enforceability of this Agreement.

IN WITNESS WHEREOF, the respective parties have executed this Agreement, intending to be bound hereby effective the date and year indicated above.

## [SIGNATURE PAGES TO FOLLOW]

\_\_\_\_\_

## FALCON HEIGHTS

Its:\_\_\_\_\_

SAINT PAUL

Mayor or Designee

Director of Financial Services

Fire Chief

Approved as to Form

Assistant City Attorney



The City That Soars!

# **REQUEST FOR COUNCIL ACTION**

Meeting Date	January 13, 2021
Agenda Item	Policy G2
Attachment	N/A
Submitted By	Sack Thongvanh, City Administrator

Item	Dissolution of the Falcon Heights Fire Department and Termination of Employees
Description	This is the final process for contracting Fire Protection Services with the City of Saint Paul.
Budget Impact	The City of Falcon Heights will contract with the City of Saint Paul for Fire Protection Services.
Attachment(s)	N/A
Action(s) Requested	Motion by the City Council to terminate all Fire Department Personnel, Assistant Emergency Manager and the Fire Marshall.