

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

**AGENDA**  
May 24, 2017 at 7:00 P.M.

- A. CALL TO ORDER:
- B. ROLL CALL: LINDSTROM \_\_\_ HARRIS \_\_\_ BROWN THUNDER \_\_\_  
FISCHER \_\_\_ GUSTAFSON \_\_\_
- STAFF PRESENT: THONGVANH\_\_\_
- C. PRESENTATIONS:
- D. APPROVAL OF MINUTES:
1. May 3, 2017 City Council Workshop Meeting Minutes
  2. May 10, 2017 City Council Meeting Minutes
- E. PUBLIC HEARINGS:
- F. CONSENT AGENDA:
1. General Disbursements through: 5/17/17 \$243,051.46  
Payroll through: 5/15/17 \$19,850.64
  2. City Hall Summer Hours
  3. MSA Funding Request For 2017 PMP
  4. MnDOT Master Partnership Agreement
  5. Increase Petty Cash for Recreational Sports
- G: POLICY ITEMS:
1. Providing for the Sale of \$900,000 General Obligation Improvement Bonds, Series 2017A
  2. Falcon Heights Task Force on Policing and Inclusion –Policing Recommendations
- H. INFORMATION/ANNOUNCEMENTS:
1. Weekly Police Reports – Can Now Be Found At:  
[http://www.falconheights.org/index.asp?SEC=75B3E8BB-785B-4048-B543-995BAE0716A5&Type=B\\_BASIC](http://www.falconheights.org/index.asp?SEC=75B3E8BB-785B-4048-B543-995BAE0716A5&Type=B_BASIC)
- I. COMMUNITY FORUM:
- J. ADJOURNMENT:

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**Falcon Heights City Council Workshop**  
**City Hall**  
**2077 W Larpenteur Ave.**  
**6:30 P.M.**

**MINUTES**

**Wednesday, May 3, 2017**

**1) Review and Discuss Task Force Recommendations Regarding Policing**

Call to Order: 6:38pm

Presentation from Melanie Leehy, Task Force Co-Chair.

Reading of Letter to Council and Recommendations from the Task Force:

Kathy Quick, one of the Task Force Facilitators, spoke on the process of coming to these recommendations: 12 meetings (3-4 hours long), mutually respectful conversations, community conversations, and collaborations with the Conflict Resolution Center. They gathered feedback and walked through several rounds of edits and revisions. They worked to understand areas of disagreement. They also identified areas where they felt they did not have enough information. They set up panels with subject matter experts to gain some more knowledge. They worked through several drafts. They did not come to complete unity on all areas, but they were able to find consensus in what they are recommending.

The subject of policing issues cannot be void of the bigger issue and foundation of racial equity, diversity, and inclusion. This meeting is specific to policing issues and the recommendations that are being brought forward. They realize that this is a work in progress, and the recommendations are not all or nothing. Council Members can make modifications where they see fit. The Task Force wants to know what will be accepted of the recommendations, and what changes Council anticipates making.

Council Member Brown Thunder agrees with the majority of the recommendations that are being made, but he would also like to have further discussions with subject matter experts to gain even more insight.

Council Member Harris fully agrees with the Ownership piece of the recommendations. She believes that we are more vulnerable than we thought we would be. We are now to the point of seeking a new police department and we are walking a fine line with what those contenders have the capacity to implement into a contract

Council Member Fischer agrees with the majority of the recommendations, but he realizes it will take a lot of work to operationalize these details. He wants to know what those next steps would

be to carry these forward. He noted that there is a Community Engagement Commission that celebrates diversity and a Human Rights Day event. What more can we be doing?

There will be a report with more practical steps and suggestions of how these recommendations can be applied. These were gathered by the Task Force volunteers and through the Community Conversations. In the past, the Human Rights Commission included children in contests to write a human rights essay. We can seek to involve not only children in these discussions, but parents and families.

“Respect for Life” can be considered as recommendations for de-escalation training. The wording can allude to portraying political beliefs on death penalty and abortion, which is not the intention. This document is meant to address strategy and underlying themes. There will be more operational details to follow. Statements have been made that it boils down to “treat others how you want to be treated.”

Community-Police Commission:

In regards to ownership under the Police –Community Relationship aspect, how can the city implement having significant authority with the police department? The current contract does not allow for that, and there needs to be change. Engagement can involve connecting with the broader community and communities that surround us. The community engagement component recommended by the Task Force is more to recommend that the contracted police department hosts community-led and community-oriented trainings. It is recommended that they would also host workshops, specific to human rights and what residents rights are if they should encounter a situation involving police. Some of these concepts are already happening but this is an opportunity to make it stronger and be innovative. These interactions can also be mutual trainings with people groups and police officers.

One theme that came out in the months of work is that this has to be sustainable, with an attempt to not create additional overhead. Council Member Harris believes a Community-Police Commission will be a big hurdle to having any police department be interested. She also believes that this would be difficult to staff. Council Member Brown Thunder would like to review other cities who have implemented Community-Police Commissions. How would this be different than going directly to the police department? The purpose of this would be to review patterns, whether positive or negative. How would we appoint the right people to this type of commission without creating an anti-police group specifically looking for complaints or things that went wrong. If there were negative patterns, this is something that should be reviewed by the City Council.

One of the intentions of the Community-Police Commission would be to review when complaints are received and if they are tended to in a timely manner. This would be an improvement on the current model, which is waiting to hear about complaints that do not happen often.

Duluth is currently piloting a program with Social Workers to help assist in situations of crisis, whether involving mental health issues or chemical dependency issues. St. Anthony is looking into implementing another layer with Police Officers to have a chaplain on duty. There are two aspects to de-escalation, whether de-escalating the situation or having the police officers apply those techniques and skills to their own de-escalation.

Data and Transparency:

The current data cannot tangibly be extrapolated. There have been inquiries about obtaining new software but that is upwards of 1.5 million dollars. There are some new steps that have been put into place to allow for transparency in stops. This was recently put into action with the press release about the stop off Hamline.

Priorities for Policing Activity:

It is good to have a layout of the priorities in which police activity should be conducted, but there are some opinions from Council that there shouldn't be stipulations on when to give a warning. Police should have the expertise to know when something may escalate to no longer warrant a warning. Something to consider would be having a focus on policing in the neighborhoods versus on the county and state roads.

We do not want to be known as a community that really hones in on low-level crimes. A police officer can find probable cause at any time to pull someone over, but we want to instill the values of what is a priority and how police activity should be handled. Our choice for a police department isn't perfection versus St. Anthony. We should keep our options open.

There is a recommendation to speak to subject matter experts and to vet out a work plan as soon as possible. The Council will decide what is feasible to implement and how practical steps are to begin taking. Council will make a statement on what they can move forward on, what they are in favor of but need to wait to implement based on what police department is contracted, and what they will either need more information on or they are not in favor of.

Adjourn: 9:07pm

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Peter Lindstrom, Mayor

Dated this 3<sup>rd</sup> day of May, 2017

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Sack Thongvanh, City Administrator

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

**MINUTES**  
May 10, 2017 at 7:00 P.M.

- A. CALL TO ORDER: 7:00 pm
- B. ROLL CALL: LINDSTROM X HARRIS X BROWN THUNDER \_\_\_  
FISCHER \_\_\_ GUSTAFSON X

STAFF PRESENT: THONGVANH X  
FREIHAMMER X

C. PRESENTATIONS:

1. Year End 2016 Annual Audit Report

Matt Meyer, with KDV, presented the Audit Reports and Financial Statements. For 26 years in a row, the city has received a certificate of achievement for excellence for financial reporting. That means the city is providing the most comprehensive and transparent report on the city's finances year after year.

For 2016, the general fund budgeted for \$1.92 million for revenue, and \$1.9 million for expenditures. Revenue came in a little higher than anticipated at \$1.97 million. Expenditures for 2016 were less than budgeted at \$1.79 million. The fund balance was at the highest point it's been in the last five years. Spending from the general fund went up 3.6%. Public Safety makes up about 51% of the budget, Public Works is 11%, Parks and Recreation is 4%, and General Government is 34%.

The sewer charges are covering the cost of doing business for Sanitary Sewer. The Storm Drainage fund is also operating well. Revenue is exceeding expenses at this time. The excess funds help when planning for future replacements.

Council Member Gustafson Moved, Approved 3-0

- D. APPROVAL OF MINUTES:  
1. April 12, 2017 City Council Meeting Minutes Approved

E. PUBLIC HEARINGS:

F. CONSENT AGENDA:

1. General Disbursements through: 4/07/17 \$121,643.08  
Payroll through: 4/30/17 \$38,753.37
2. Donations for 2017 Parks Program Fund

Council Member Harris Moved, Approved 3-0

G: POLICY ITEMS:

1. Conduit Bond – St. Paul Academy

The city received a request from Briggs and Morgan for a conduit bond. The city would receive .25% from this. The city has up to \$10 million of approved conduit bonding. The street project will be using about \$1.5 million of those funds, so there is about \$8.5 million remaining. Mary Ippel, with Briggs and Morgan, stated that cities can issue any dollar amount for municipal governmental purposes in a year. If you want to designate your bonds as bank qualified, you have a limit of \$10 million dollars in a year. These bank qualified bonds can be used for municipal governmental purposes and tax exempt bonds for 501c3s.

Historically, Falcon Heights has not been a big issuer of bonds. The city is in no way obligated to pay on the amount being issued to the other entity. This does not affect the city's bond rating as this cannot be paid by the city. To proceed, they are calling for a public hearing on June 14<sup>th</sup>.

Council Member Harris Moved, Approved 3-0

2. Approve Pay Request #1 to Valley Paving, Inc. for the 2017 Pavement Management Project

Jesse Freihammer, City Engineer, stated that Valley Paving, Inc. started about three weeks ago. A lot of the reclaim is done, they have decided on the placement of the water main, and many of the curbs have already been replaced. The first payment is \$93,528.45. The bulk of the work is expenses that can be passed on to St. Paul Water Utility. They're still on track to be done with the project before the State Fair.

Council Member Gustafson Moved, Approved 3-0

3. MnDOT Highway 51/Snelling Avenue Project – Sidewalks from Hoyt Avenue to Larpenteur Avenue

The city is in the process of acquiring a permanent easement from Sherman and Associates. This allows MnDOT to complete the sidewalk along Snelling and connect it with the existing sidewalk. This would also authorize a temporary permit to construct for MnDOT.

Council Member Gustafson Moved, Approved 3-0

4. Division Request - Falcon Heights Church-United Church of Christ

The city received a request for a tax parcel split from Falcon Heights United Church. The purpose of the request is to sell lot 14 and 15 of block one of Barthel Villas for private development and request new parcel idea numbers. They are looking to construct two single-family homes on those lots, and those lots will no longer be tax exempt. Even with the selling of these lots, Falcon Heights United Church will still meet code for the required parking spaces.

Council Member Harris Moved, Approved 3-0

H. INFORMATION/ANNOUNCEMENTS:

1. Weekly Police Reports – Can Now Be Found At:

[http://www.falconheights.org/index.asp?SEC=75B3E8BB-785B-4048-B543-995BAE0716A5&Type=B\\_BASIC](http://www.falconheights.org/index.asp?SEC=75B3E8BB-785B-4048-B543-995BAE0716A5&Type=B_BASIC)



Council Member Harris:

There was a Planning Commission meeting and no updates.

Mayor Lindstrom:

There was an Environment Commission meeting on Monday. They discussed vacant homes, and the environmental tie is the noxious weeds that become overgrown without regular maintenance. Staff has been instructed to look into this issue and bring a resolution to the Environment Commission that would strengthen our ordinance around vacant homes.

Council Member Gustafson:

- Parks and Recreation Commission did not meet in May. Registration is open for Park Programming, and a Summer Programs Coordinator has been hired.
- The Task Force made its presentation to the Council last week.

City Administrator Thongvanh:

- The Planning Commission will be seeing the noxious weed and vacant homes resolution as well. The city has reached its limit of what they are able to do with overgrown grass and noxious weeds. Right now the process is to send out a letter. When it has not been taken care of, the city abates the property. The invoice is sent to the property owner. If the property owner does not pay it, it goes on their property as an assessment. If assessments are not paid, the house may go into foreclosure, but that is at least a five-year process. Currently the city only is notified about a vacant home if St. Paul Water Utility contacts us with a water shut off notice, or if the city gets complaints from a neighbor about overgrown grass and noxious weeds.
- The Summer Program Coordinator position has been filled, and the new hire is named Heidi Weiler.
- The city has been approved for the UMN Good Neighbor grant for a piano at Community Park.
- There will be a public hearing at the Planning Commission meeting for the market rate senior housing for 55 and older. That is for the parcel next to The Good Acre. They have submitted an application, and they presented at the last Planning Commission meeting. They will also be making their presentation to the Council. The public hearing is to amend the PUD for density of units, parking requirements, and to remove the affordable housing component. That was not a requirement made by the city or Met Council, but a requirement set by the Pohlad Foundation.
- May 23 will be the last Task Force meeting. On May 24, the Council will have a meeting where they will discuss the Task Force recommendations on policing. On June 7, there will be a Council Workshop to review the Task Force recommendations on Inclusion. On June 19, it will be the last Task Force Community Conversation.
- The city only received one submission in response to the Request for Interest in Police Services. The city received a 'no' from St. Paul, Minneapolis, MN State Fair, University of Minnesota, Hennepin County, Maplewood, New Brighton, Roseville, and St. Anthony. He and the Mayor will be meeting with the Ramsey County Sheriff soon.

I. COMMUNITY FORUM:

Akil Foluke:

What are the next steps that the city will be taking with Ramsey County?

City Administrator Thongvanh:

In the next week or two he and the Mayor will be meeting with the Ramsey County Sheriff's Department. The city will not be sending out an RFP, and they are not required to do so for professional services. The City received notice from St. Anthony that they would not be submitting a "Letter of Interest" to provide police services, so that is giving the impression that they are ending the contract.

Akil Foluke:

Since you are not anticipating renewing the contract, can you put that on the agenda that you will be terminating the contract?

Mayor Lindstrom:

We should have our meeting with Ramsey County Sheriff's Department first and have discussions about the future of policing.

City Administrator Thongvanh:

The city is looking for a formal letter from St. Anthony regarding ending the contract. He has made phone calls to the various cities, counties, and organizations that received the Request For Interest to confirm their interest.

Sarah Chambers- Folwell Ave:

She commends the Task Force on the hard work that they have done. She wants to encourage the Council to adopt the recommendations. The community is behind the Task Force recommendations, and the common themes have been heard at the Community Conversations.

Paula Mielke- 1868 Arona:

She wants to clarify when the community will be able to have input on the recommendations. She also wants to thank the Task Force for their hard work.

City Administrator Thongvanh:

There will be ample time for the community to provide feedback about the recommendations when it is presented to the Council.

Steven Carpenter- Larpenteur Ave:

The impression is that the Council would still go with St. Anthony. He would also hope that we could engage St. Paul more on submitting a request for interest.

Kristen Bomler- 1871 Larpenteur Ave:

What was St. Paul's response, and would they be able to be persuaded to negotiate terms?

City Administrator Thongvanh:

St. Paul was sympathetic to the city, but they had no interest in providing police services. He can follow up again.

Kristen Baumler- 1871 Larpenteur Ave:

What is the process for that follow up, and can residents give input for pursuing cities and organizations more aggressively? Could that process go beyond informal conversations?

City Administrator Thongvanh:

He would need direction from the Council. We need to vet the agency that expressed interest. They would also need to update that agency with the recommendations from the Task Force.

Georgiana May- Iowa Ave:

She was very impressed with the recommendations the Task Force presented. She thinks it is really important that these recommendations be taken seriously, and it is an excellent starting point when having discussions with a new police department.

City Administrator Thongvanh:

He really appreciates the Task Force and the hard work that they have done. There was a lot of behind the scenes homework and extra effort put in even outside the long meetings. He thanks them for all those efforts.

J. ADJOURNMENT: 8:02 pm

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Peter Lindstrom, Mayor

Dated this 10<sup>th</sup> day of May, 2017

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Sack Thongvanh, City Administrator

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*The City That Soars!*

## REQUEST FOR COUNCIL ACTION

<b>Meeting Date</b>	May 24, 2017
<b>Agenda Item</b>	Consent F1
<b>Attachment</b>	General Disbursements and Payroll
<b>Submitted By</b>	Roland Olson, Finance Director

<b>Item</b>	General Disbursements and Payroll
<b>Description</b>	General Disbursements through: 5/11/17 \$243,051.46 Payroll through: 5/15/17 \$19,850.64
<b>Budget Impact</b>	The general disbursements and payroll are consistent with the budget.
<b>Attachment(s)</b>	· General Disbursements and Payroll
<b>Action(s) Requested</b>	Staff recommends that the Falcon Heights City Council approve general disbursements and payroll.

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PACKET: 01553 May 4th Payables  
 VENDOR SET: 01 City of Falcon Heights  
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 DISCOUNT G/L ACCOUNT -----ACCOUNT NAME----- DISTRIBUTION  
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01-05542 BDS LAUNDRY SYSTEMS  
 I-V331891 REPAIR WASHING MACHINE 101.81  
 5/04/2017 APBNK DUE: 5/04/2017 DISC: 5/04/2017 1099: N  
 REPAIR WASHING MACHINE 101 4124-87029-000 REPAIR OTHER EQUIPMENT 101.81  
 === VENDOR TOTALS === 101.81

01-07228 CITY OF ST ANTHONY  
 I-35329 MAY POLICE SERVICES 56,049.16  
 5/04/2017 APBNK DUE: 5/04/2017 DISC: 5/04/2017 1099: N  
 MAY POLICE SERVICES 101 4122-81000-000 POLICE SERVICES 56,049.16  
 === VENDOR TOTALS === 56,049.16

01-05119 GFOA  
 I-201705046237 CAFR APPLICATION FEE 370.00  
 5/04/2017 APBNK DUE: 5/04/2017 DISC: 5/04/2017 1099: N  
 CAFR APPLICATION FEE 101 4113-89000-000 MISCELLANEOUS 370.00  
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01-05843 MN NCPERS LIFE INSURANCE  
 I-201705046236 PARA LIFE INSURANCE 80.00  
 5/04/2017 APBNK DUE: 5/04/2017 DISC: 5/04/2017 1099: N  
 PARA LIFE INSURANCE 101 21709-000 OTHER PAYABLE 45.44  
 PARA LIFE INSURANCE 201 21709-000 OTHER PAYABLE 4.00  
 PARA LIFE INSURANCE 601 21709-000 OTHER PAYABLE 20.32  
 PARA LIFE INSURANCE 602 21709-000 OTHER PAYABLE 10.24  
 === VENDOR TOTALS === 80.00

01-06053 OREILLY AUTO PARTS  
 I-201705046235 MOTOR OIL BATTERY 154.87  
 5/04/2017 APBNK DUE: 5/04/2017 DISC: 5/04/2017 1099: N  
 MOTOR OIL BATTERY 101 4132-70120-000 SUPPLIES 154.87  
 === VENDOR TOTALS === 154.87

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		WIRELESS SERVICE UNIT E751			101 4124-85015-000	CELL PHONE	40.04
		=== VENDOR TOTALS ===		40.04			
		=== PACKET TOTALS ===		56,795.88			



PACKET: 01555 May 10 Payables  
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I-69265		BELT CLIP		97.60				
5/08/2017	APBNK	DUE: 5/08/2017 DISC: 5/08/2017			1099: N			
		BELT CLIP			101 4124-70100-000	SUPPLIES		97.60
		=== VENDOR TOTALS ===		97.60				
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01-05380	BERGANKDV							
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I-957961		INTERIM BILLING		7,000.00				
5/08/2017	APBNK	DUE: 5/08/2017 DISC: 5/08/2017			1099: N			
		INTERIM BILLING			101 4113-80310-000	AUDIT		7,000.00
		=== VENDOR TOTALS ===		7,000.00				
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01-03001	CAMPBELL	KNUTSON						
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I-201705086242		LEGALS		1,514.00				
5/08/2017	APBNK	DUE: 5/08/2017 DISC: 5/08/2017			1099: Y			
		FEBRUARY LEGALS			101 4114-80200-000	LEGAL FEES		167.00
		MARCH LEGALS			101 4114-80200-000	LEGAL FEES		203.00
		APRIL LEGALS			101 4114-80200-000	LEGAL FEES		1,144.00
		=== VENDOR TOTALS ===		1,514.00				
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01-03089	CASH							
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I-201705106245		Certified Mail & Tire Disposa		32.48				
5/10/2017	APBNK	DUE: 5/10/2017 DISC: 5/10/2017			1099: N			
		Certified Mail			101 4112-70500-000	POSTAGE		12.48
		Tire Disposal			101 4132-87000-000	REPAIR EQUIPMENT		20.00
		=== VENDOR TOTALS ===		32.48				
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01-03110	CENTURY	LINK						
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I-201705106246		Landline Lift Station		64.95				
5/10/2017	APBNK	DUE: 5/10/2017 DISC: 5/10/2017			1099: N			
		Landline Lift Station			601 4601-85011-000	TELEPHONE - LANDLINE		64.95
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PACKET: 01555 May 10 Payables  
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		Shop Towels, Cleaning Supplies			101 4131-70110-000	SUPPLIES	69.43
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I-470166893		Shop Towels, Cleaning Supplie		246.00			
5/10/2017	APBNK	DUE: 5/10/2017 DISC: 5/10/2017			1099: N		
		Shop Towels, Cleaning Supplies			101 4131-70110-000	SUPPLIES	246.00
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I-470173345		Shop Towels, Cleaning Supplie		145.08			
5/10/2017	APBNK	DUE: 5/10/2017 DISC: 5/10/2017			1099: N		
		Shop Towels, Cleaning Supplies			101 4131-70110-000	SUPPLIES	145.08
		=== VENDOR TOTALS ===		460.51			
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01-03117	CITY OF LITTLE CANADA						
I-19195		1ST QUARTER INSPECTION MILEAG		234.70			
5/08/2017	APBNK	DUE: 5/08/2017 DISC: 5/08/2017			1099: N		
		1ST QTR INSPECTOR MILEAGE			101 4117-81210-000	BUILDING INSPECTORS	234.70
		=== VENDOR TOTALS ===		234.70			
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01-03539	DAKOTA ELECTRIC ASSOCIATION						
I-1780700054		MAY SOLAR ELECTRIC		530.00			
5/08/2017	APBNK	DUE: 5/08/2017 DISC: 5/08/2017			1099: N		
		MAY SOLAR ELECTRIC			101 4131-85025-000	SOLAR ELECTRIC	530.00
		=== VENDOR TOTALS ===		530.00			
=====							
19	GFOA						
I-201705086244		GFOA MEMBERSHIP		170.00			
5/08/2017	APBNK	DUE: 5/08/2017 DISC: 5/08/2017			1099: N		
		GFOA MEMBERSHIP			101 4113-86100-000	CONFERENCES/EDUCATION/AS	170.00
		=== VENDOR TOTALS ===		170.00			
=====							
01-05243	HINRICHS,RICH						
I-201705086240		SUPPLY REIMBURSMENT		277.14			
5/08/2017	APBNK	DUE: 5/08/2017 DISC: 5/08/2017			1099: N		
		STATION SUPPLIES			101 4124-70100-000	SUPPLIES	16.13
		TRAINING SUPPLIES			101 4124-86020-000	TRAINING	261.01
		=== VENDOR TOTALS ===		277.14			

PACKET: 01555 May 10 Payables  
VENDOR SET: 01 City of Falcon Heights  
SEQUENCE : ALPHABETIC  
DUE TO/FROM ACCOUNTS SUPPRESSED

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01-05235		JAN-PRO CLEANING SYSTEMS					
I-65634		MAY CLEANING SERVICES		205.00			
5/08/2017	APBNK	DUE: 5/08/2017 DISC: 5/08/2017			1099: N		
		MAY CLEANING SERVICES			101 4131-87010-000	CITY HALL MAINTENANCE	205.00
		=== VENDOR TOTALS ===		205.00			
01-05665		METROPOLITAN COUNCIL					
I-1068084		JUNE SANITARY SEWER		42,449.17			
5/08/2017	APBNK	DUE: 5/08/2017 DISC: 5/08/2017			1099: N		
		JUNE SANITARY SEWER			601 4601-85060-000	METRO SEWER CHARGES	42,449.17
		=== VENDOR TOTALS ===		42,449.17			
01-05273		MN PUBLIC EMPLOYEES INSURANCE					
I-595450		MAY HEALTH INSURANCE		9,133.44			
5/10/2017	APBNK	DUE: 5/10/2017 DISC: 5/10/2017			1099: N		
		MAY HEALTH INSURANCE			101 4112-89000-000	MISCELLANEOUS	9,133.44
		=== VENDOR TOTALS ===		9,133.44			
01-07263		NEXTEL COMMUNICATIONS, INC					
I-172868921146		CELLPHONES		57.97			
5/08/2017	APBNK	DUE: 5/08/2017 DISC: 5/08/2017			1099: N		
		CELLPHONES			101 4124-85015-000	CELL PHONE	57.97
		=== VENDOR TOTALS ===		57.97			
15		TIMOTHY PITTMAN					
I-201705106247		Mileage Reimbursement		68.48			
5/10/2017	APBNK	DUE: 5/10/2017 DISC: 5/10/2017			1099: N		
		Mileage Reimbursement			101 4112-86010-000	MILEAGE & PARKING	34.24
		Mileage Reimbursement			601 4601-86101-000	MILEAGE	34.24
		=== VENDOR TOTALS ===		68.48			
01-06185		RAMSEY COUNTY					
I-006025		APRIL RADIO FLEET SUPPORT		81.12			
5/08/2017	APBNK	DUE: 5/08/2017 DISC: 5/08/2017			1099: N		
		APRIL RADIO FLEET SUPPORT			101 4124-86800-000	RADIO MESB/FLEET SUPPORT	81.12
I-RISK001850		MAY DENTAL, DISABILITY, LIFE		969.48			
5/08/2017	APBNK	DUE: 5/08/2017 DISC: 5/08/2017			1099: N		
		MAY DENTAL, DISABILITY, LIFE			101 4112-89000-000	MISCELLANEOUS	969.48
		=== VENDOR TOTALS ===		1,050.60			

PACKET: 01555 May 10 Payables  
 VENDOR SET: 01 City of Falcon Heights  
 SEQUENCE : ALPHABETIC  
 DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
T DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
01-06184		RAMSEY COUNTY - 911 DISPATCH				
I-201705086239		RAMSEY COUNTY - 911 DISPATCH	3,128.24			
5/08/2017	APBNK	DUE: 5/08/2017 DISC: 5/08/2017		1099: N		
		APRIL 911 DISPATCH		101 4122-81200-000	911 DISPATCH FEES	2,609.24
		APRIL CAD SERVICES		101 4122-81200-000	911 DISPATCH FEES	519.00
		=== VENDOR TOTALS ===	3,128.24			
01-06546		STAPLES				
I-8044333264		SUPPLIES: HEADPHONES	16.79			
5/10/2017	APBNK	DUE: 5/10/2017 DISC: 5/10/2017		1099: N		
		SUPPLIES: HEADPHONES		101 4112-70100-000	SUPPLIES	16.79
		=== VENDOR TOTALS ===	16.79			
01-05374		TENNIS SANITATION LLC				
I-1838417		APRIL RECYCLING	5,769.00			
5/08/2017	APBNK	DUE: 5/08/2017 DISC: 5/08/2017		1099: N		
		APRIL RECYCLING		206 4206-82030-000	RECYCLING CONTRACTS	5,769.00
I-1838418		APRIL WASTE REMOVAL	66.50			
5/08/2017	APBNK	DUE: 5/08/2017 DISC: 5/08/2017		1099: N		
		APRIL WASTE REMOVAL		101 4131-82010-000	WASTE REMOVAL	66.50
		=== VENDOR TOTALS ===	5,835.50			
01-06931		U.S. POSTMASTER				
I-201705086243		BULK MAIL POSTAGE	2,000.00			
08/2017	APBNK	DUE: 5/08/2017 DISC: 5/08/2017		1099: N		
		BULK MAIL POSTAGE		101 4112-70500-000	POSTAGE	2,000.00
		=== VENDOR TOTALS ===	2,000.00			
01-05870		XCEL ENERGY				
I-201705086238		Electricity	38.20			
5/08/2017	APBNK	DUE: 5/08/2017 DISC: 5/08/2017		1099: N		
		Electricity		101 4121-85020-000	ELECTRIC	8.83
		Electricity		101 4141-85020-000	ELECTRIC/GAS	29.37
I-201705106248		Energy and Gas	3,675.52			
5/10/2017	APBNK	DUE: 5/10/2017 DISC: 5/10/2017		1099: N		
		SANITARY ELECTRIC		601 4601-85020-000	ELECTRIC	106.03
		CITY HALL ELECTRIC		101 4131-85020-000	ELECTRIC	496.52
		CITY HALL GAS		101 4131-85040-000	WATER	235.57
		CURTIS FIELD ELECTRIC		101 4141-85020-000	ELECTRIC/GAS	32.28
		COFFMAN ICE RINK LIGHTS		101 4141-85020-000	ELECTRIC/GAS	26.33
		COMMUNITY PARK ELECTRIC		101 4141-85020-000	ELECTRIC/GAS	264.70

PACKET: 01555 May 10 Payables  
VENDOR SET: 01 City of Falcon Heights  
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DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
T DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
01-05870	XCEL ENERGY	( ** CONTINUED ** )				
		COMMUNITY PARK GAS		101 4141-85020-000	ELECTRIC/GAS	128.18
		STREET LIGHTS		209 4209-85020-000	STREET LIGHTING POWER	2,130.97
		STREET LIGHTS		209 4209-85020-000	STREET LIGHTING POWER	44.41
		STREET LIGHTS		209 4209-85020-000	STREET LIGHTING POWER	12.44
		STREET LIGHTS		209 4209-85020-000	STREET LIGHTING POWER	34.71
		STREET LIGHTS		209 4209-85020-000	STREET LIGHTING POWER	11.75
		STREET LIGHTS		209 4209-85020-000	STREET LIGHTING POWER	45.52
		STREET LIGHTS		209 4209-85020-000	STREET LIGHTING POWER	49.08
		STREET LIGHTS		209 4209-85020-000	STREET LIGHTING POWER	11.75
		STREET LIGHTS		209 4209-85020-000	STREET LIGHTING POWER	45.28
=== VENDOR TOTALS ===				3,713.72		
=== PACKET TOTALS ===				78,040.29		

PACKET: 01558 May 17 Payables  
VENDOR SET: 01 City of Falcon Heights  
SEQUENCE : ALPHABETIC  
DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----				GROSS	P.O. #		
DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----		DISTRIBUTION
=====							
01-00300	ABLE HOSE & RUBBER						
I-202233001		HOSE SUPPLIES		316.32			
5/17/2017	APBNK	DUE: 5/17/2017 DISC: 5/17/2017			1099: N		
		HOSE SUPPLIES			101 4131-70110-000	SUPPLIES	316.32
		=== VENDOR TOTALS ===		316.32			
=====							
01-00250	AMERIPRIDE SERVICES						
I-1003798044		LINEN CLEANING		43.76			
5/17/2017	APBNK	DUE: 5/17/2017 DISC: 5/17/2017			1099: N		
		LINEN CLEANING			101 4124-82011-000	LINEN CLEANING	43.76
		=== VENDOR TOTALS ===		43.76			
=====							
01-03198	CELLUTION SOFTWARE						
I-201705176250		FIXED ASSET SOFTWARE UPDATE		20.00			
5/17/2017	APBNK	DUE: 5/17/2017 DISC: 5/17/2017			1099: N		
		FIXED ASSET SOFTWARE UPDATE			101 4113-80600-000	SOFTWARE MAINTENANCE	20.00
		=== VENDOR TOTALS ===		20.00			
=====							
01-03202	CENTRAL SANDBLASTING COMPANY						
I-42994		BLAST/POWDER COAT TRASH CAN		500.00			
5/17/2017	APBNK	DUE: 5/17/2017 DISC: 5/17/2017			1099: N		
		BLAST/POWDER COAT TRASH CAN			101 4141-87120-000	FACILITIES & GROUND MAIN	500.00
I-43009		BLAST/POWDERCOAT JD MOWER DOO		250.00			
5/17/2017	APBNK	DUE: 5/17/2017 DISC: 5/17/2017			1099: N		
		BLAST/POWDERCOAT JD MOWER DOOR			101 4132-87000-000	REPAIR EQUIPMENT	250.00
		=== VENDOR TOTALS ===		750.00			
=====							
01-03110	CENTURY LINK						
I-201705176255		CELL PHONES		58.61			
5/17/2017	APBNK	DUE: 5/17/2017 DISC: 5/17/2017			1099: N		
		CELL PHONES			101 4141-85011-000	TELEPHONE - LANDLINE	58.61
		=== VENDOR TOTALS ===		58.61			

PACKET: 01558 May 17 Payables  
 VENDOR SET: 01 City of Falcon Heights  
 SEQUENCE : ALPHABETIC  
 DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
T DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-03123		CINTAS CORPORATION #470				
I-470176628		GLASS CLEANER & BLACK MATS	69.43			
5/17/2017	APBNK	DUE: 5/17/2017 DISC: 5/17/2017		1099: N		
		GLASS CLEANER & BLACK MATS		101 4131-70110-000	SUPPLIES	69.43
		=== VENDOR TOTALS ===	69.43			
=====						
01-06290		CITY OF ROSEVILLE				
I-222816		APRIL IT SERVICES	1,831.25			
5/17/2017	APBNK	DUE: 5/17/2017 DISC: 5/17/2017		1099: N		
		APRIL IT SERVICES		101 4116-85070-000	TECHNICAL SUPPORT	1,831.25
I-222851		APRIL TELEPHONE	356.26			
5/17/2017	APBNK	DUE: 5/17/2017 DISC: 5/17/2017		1099: N		
		APRIL TELEPHONE		101 4116-85010-000	TELEPHONE	356.26
I-222885		MAY IT SERVICES	1,831.25			
5/17/2017	APBNK	DUE: 5/17/2017 DISC: 5/17/2017		1099: N		
		MAY IT SERVICES		101 4116-85070-000	TECHNICAL SUPPORT	1,831.25
I-222920		MAY TELEPHONE	356.26			
5/17/2017	APBNK	DUE: 5/17/2017 DISC: 5/17/2017		1099: N		
		MAY TELEPHONE		101 4116-85010-000	TELEPHONE	356.26
I-222953		MARCH ENGINEERING	2,428.85			
5/17/2017	APBNK	DUE: 5/17/2017 DISC: 5/17/2017		1099: N		
		MARCH ENGINEERING CSWMP		419 4419-92059-000	2017 STREET PROJECT	185.48
		MARCH ENGINEERING 2017 ST PROJ		419 4419-92059-000	2017 STREET PROJECT	1,908.22
		MARCH GENERAL ENGINEERING		101 4133-80100-000	ENGINEERING SERVICES	335.15
		=== VENDOR TOTALS ===	6,803.87			
=====						
01-05372		GENERATOR SPECIALTY COMPANY, I				
I-25302		TORO MOWER STARTER	149.95			
5/17/2017	APBNK	DUE: 5/17/2017 DISC: 5/17/2017		1099: N		
		TORO MOWER STARTER		101 4132-87000-000	REPAIR EQUIPMENT	149.95
		=== VENDOR TOTALS ===	149.95			
=====						
01-05354		JEFFERSON FIRE & SAFETY, INC				
I-237233		GROUND MONITOR NOZZLE	3,060.98			
5/17/2017	APBNK	DUE: 5/17/2017 DISC: 5/17/2017		1099: N		
		GROUND MONITOR NOZZLE		402 4402-91000-000	MACHINERY & EQUIPMENT	3,060.98
		=== VENDOR TOTALS ===	3,060.98			

PACKET: 01558 May 17 Payables  
 VENDOR SET: 01 City of Falcon Heights  
 SEQUENCE : ALPHABETIC  
 DUE TO/FROM ACCOUNTS SUPPRESSED

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

01-04570 JOSEPH, KATRINA E.  
 I-64 APRIL PROSECUTIONS 2,500.00  
 5/17/2017 APBNK DUE: 5/17/2017 DISC: 5/17/2017 1099: Y  
 APRIL PROSECUTIONS 101 4123-80200-000 LEGAL FEES 2,500.00  
 === VENDOR TOTALS === 2,500.00

01-05440 LOFFLER COMPANIES, INC  
 I-20621002 APRIL COPIER CHARGES 222.08  
 5/17/2017 APBNK DUE: 5/17/2017 DISC: 5/17/2017 1099: N  
 APRIL COPIER CHARGES 101 4112-87000-000 REPAIR OFFICE EQUIPMENT 222.08  
 === VENDOR TOTALS === 222.08

01-05582 MENARDS  
 I-201705176252 PAINTING SUPPLIES, BOLTS 52.56  
 5/17/2017 APBNK DUE: 5/17/2017 DISC: 5/17/2017 1099: N  
 PAINTING SUPPLIES, BOLTS 101 4132-70120-000 SUPPLIES 52.56  
 === VENDOR TOTALS === 52.56

01-05670 METRO PRODUCTS INC  
 I-126234 CUTOFFS, SCREWS, BATTERIES 138.30  
 5/17/2017 APBNK DUE: 5/17/2017 DISC: 5/17/2017 1099: N  
 CUTOFFS, SCREWS, BATTERIES 101 4131-70110-000 SUPPLIES 138.30  
 === VENDOR TOTALS === 138.30

52 PARAMOUNT INVESTMENT GROUP  
 I-201705176254 BUILDING PERMIT REFUND 265.22  
 5/17/2017 APBNK DUE: 5/17/2017 DISC: 5/17/2017 1099: N  
 BUILDING PERMIT REFUND 101 32210-000 BUILDING PERMITS 157.26  
 REFUND SURCHARGE 101 20801-000 DUE TO OTHER GOVERNMENTS 5.77  
 REFUND PLAN CHECK FEE 101 34120-000 PLAN CHECK FEES 102.19  
 === VENDOR TOTALS === 265.22

01-06301 SAMS CLUB MC/SYNCEB  
 I-201705176253 TASK FORCE SNACKS FOR MEETING 35.94  
 5/17/2017 APBNK DUE: 5/17/2017 DISC: 5/17/2017 1099: N  
 TASK FORCE SNACKS FOR MEETINGS 101 4116-89010-000 SPECIAL EVENTS 35.94  
 === VENDOR TOTALS === 35.94



PACKET: 01558 May 17 Payables

VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
T DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-06581		TRI-STATE BOBCAT INC				
I-A32446		FILTERS	32.99			
5/17/2017	APBNK	DUE: 5/17/2017 DISC: 5/17/2017		1099: N		
		FILTERS		101 4132-70120-000	SUPPLIES	32.99
I-E20764		AUGER BIT RENTAL	55.00			
5/17/2017	APBNK	DUE: 5/17/2017 DISC: 5/17/2017		1099: N		
		AUGER BIT RENTAL		101 4132-87500-000	RENTAL OF EQUIPMENT	55.00
		=== VENDOR TOTALS ===	87.99			
=====						
01-07314		VALLEY PAVING INC				
I-201705176251		PAY EST. 1 GROVE ST PROJECT	93,528.45			
5/17/2017	APBNK	DUE: 5/17/2017 DISC: 5/17/2017		1099: N		
		PAY EST. 1 GROVE ST PROJECT		419 4419-92059-000	2017 STREET PROJECT	93,528.45
		=== VENDOR TOTALS ===	93,528.45			
=====						
01-05870		XCEL ENERGY				
I-545943980		ELECTRICITY	23.84			
5/17/2017	APBNK	DUE: 5/17/2017 DISC: 5/17/2017		1099: N		
		CURTISS FIELD GAZEBO ELECTRIC		101 4141-85020-000	ELECTRIC/GAS	12.09
		SNELLING AND HOYT SIGN AREA		209 4209-85020-000	STREET LIGHTING POWER	11.75
		=== VENDOR TOTALS ===	23.84			
=====						
01-07205		ZEP SALES & SERVICE				
4002499060		HAND SOAP	87.99			
17/2017	APBNK	DUE: 5/17/2017 DISC: 5/17/2017		1099: N		
		HAND SOAP		101 4124-70100-000	SUPPLIES	87.99
		=== VENDOR TOTALS ===	87.99			
		=== PACKET TOTALS ===	108,215.29			

EMP #	NAME	AMOUNT
1005	SACK THONGVANH	2,946.71
01-1017	TIMOTHY J SANDVIK	1,591.39
01-1019	KATHLEEN N THRASHER	1,334.76
01-1136	ROLAND O OLSON	1,998.55
01-2246	BRANDON C NELSON	160.24
01-1018	PAUL A MORETTO	2,388.72
01-0085	DANIEL S JOHNSON-POWERS	151.61
01-0086	RICHARD H HINRICHS	248.71
01-0087	MICHAEL A MCKAY	123.13
01-0095	MICHAEL J POESCHL	720.91
01-0105	ANTON M FEHRENBACH	557.22
01-0106	SCOTT A TESCH	409.33
01-0123	BRYAN R SULLIVAN	337.22
01-0124	MICHAEL D KRUSE	182.34
01-0132	ANDREW K TEMME	152.41
01-0135	MORGAN B MCCANN	119.81
01-0136	SCHLIZ S SAWYERS	23.93
01-0138	GRANT W HEITMAN	69.14
01-2247	THOMAS J DEMARS	291.91
01-1030	TIMOTHY J PITTMAN	2,206.16
01-1033	DAVE TRETSVEN	1,509.60
01-1143	COLIN B CALLAHAN	1,450.15

TOTAL PRINTED: 22 18,973.95

5-11-2017 8:41 AM PAYROLL CHECK REGISTER  
 PAYROLL NO: 01 City of Falcon Heights

PAGE: 1  
 PAYROLL DATE: 5/11/2017

EMP NO	EMPLOYEE NAME	TYPE	CHECK DATE	CHECK AMOUNT	CHECK NO.
0000	ANDERSON, KEVIN	R	5/11/2017	157.51	085999
	GAFFNEY, PATRICK	R	5/11/2017	182.31	086000
	WICK, JEFFREY M	R	5/11/2017	153.18	086001
0126	SMITH, BENJAMIN J	R	5/11/2017	147.30	086002
0134	MCCREADY, IAN H	R	5/11/2017	107.40	086003
0137	WATTENHOFER, DANIEL J	R	5/11/2017	77.93	086004
2172	ARCAND, MICHAEL W	R	5/11/2017	51.06	086005

5-11-2017 8:41 AM PAYROLL CHECK REGISTER  
 PAYROLL NO: 01 City of Falcon Heights

PAGE: 2  
 PAYROLL DATE: 5/11/2017

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

REGULAR CHECKS:	7	876.69
DIRECT DEPOSIT REGULAR CHECKS:	22	18,973.95
MANUAL CHECKS:		
PRINTED MANUAL CHECKS:		
DIRECT DEPOSIT MANUAL CHECKS:		
VOIDED CHECKS:		
NON CHECKS:		
TOTAL CHECKS:	29	19,850.64

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

\*\* END OF REPORT \*\*



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## REQUEST FOR COUNCIL ACTION

<b>Meeting Date</b>	May 24, 2017
<b>Agenda Item</b>	Consent F2
<b>Attachment</b>	N/A
<b>Submitted By</b>	Sack Thongvanh

<b>Item</b>	City Hall Summer Hours
<b>Description</b>	<p>For the past several years, the City has implemented a modified schedule during summer months.</p> <p>During the summer months, especially on Fridays, the amount of walk-in and phone call requests for service drops off dramatically. Many cities use this as an opportunity to employ alternative hours of operation, commonly known as “summer hours”.</p> <p>Currently, normal hours of operation are Monday – Friday, 8:00 a.m. – 4:30 p.m. Staff is proposing that the City of Falcon Heights use the following schedule between Memorial Day and Labor Day:</p> <p>Monday – Thursday            7:30 am – 5:00 pm  Friday                                7:30 am - noon</p> <p>This would allow for City Hall to still be open the same number of hours per week (42.5) and for employees to still work the same number of total hours (40, with one ½ hour break each day). It would also allow City Hall customers the ability to come in a ½ hour earlier and later in the day to conduct business.</p> <p>We will publicize this through our normal methods (email, website, flyers, newsletters, newspapers, and social media). We would also insert a notice on all permit applications so that contractors and/or residents do not come to city hall on Friday afternoon hoping to pick up permits for their weekend projects. Notice will also be given to those who rent facilities that building keys will need to be picked up before noon on Friday.</p>
<b>Budget Impact</b>	N/A
<b>Attachment(s)</b>	None

<b>Action(s) Requested</b>	Staff recommends that the Falcon Heights City Council adopt the summer hours schedule explained above from Memorial Day to Labor Day.
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## REQUEST FOR COUNCIL ACTION

<b>Meeting Date</b>	May 24, 2017
<b>Agenda Item</b>	Consent F3
<b>Attachment</b>	Resolution
<b>Submitted By</b>	Jesse Freihammer, City Engineer

<b>Item</b>	Request for authorization to use a portion of the City's Population Allocation Funds from the Municipal State Aid (MSA) Account for the 2017 Pavement Management Project
<b>Description</b>	The City is currently one of a few cities in the state that has a fully certified local street system, which means the City's designated state-aid routes are improved to state-aid standards or are in an adequate condition. As such, we are allowed to use a portion of our MSA funds to cover repairs of our local streets that are not designated on the state aid system. This resolution authorizes city staff to request MSA fund from Mn/DOT for use on the 2017 Pavement Management Project.
<b>Budget Impact</b>	This project has the following financial implications for the city and property owners along the streets being considered for maintenance: <ul style="list-style-type: none"> <li>· Assessments levied in accordance with the City's assessment policy.</li> <li>· Use of Municipal State Aid (MSA) and street infrastructure funds to pay the City's portion of the project.</li> <li>· Expenditure of utility fund dollars to pay for repairs needed to the existing utility system.</li> </ul>
<b>Attachment(s)</b>	Resolution 17-19 Requesting Municipal State Aid (MSA) System Construction Funds for the 2017 Pavement Management Project (PMP)
<b>Action(s) Requested</b>	Authorize use of the City's Population Allocation Funds from the Municipal State Aid Account for the 2017 Pavement Management Project

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**CITY OF FALCON HEIGHTS  
COUNCIL RESOLUTION**

May 24, 2017

No. 17-19

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RESOLUTION REQUESTING MUNICIPAL STATE AID SYSTEM CONSTRUCTION FUNDS FOR THE 2017 PAVEMENT MANAGEMENT PROJECT (SAP 124-050-015 on Coffman Street, Hoyt Avenue to Coffman Street, SAP 124-050-012 Folwell Avenue, Fulham Street to Hoyt Avenue, SAP 124-050-011, Vincent Street, Folwell Avenue to Hoyt Avenue, SAP 124-050-013, Northrup Avenue, Folwell Avenue to Hoyt Avenue, SAP 124-050-014, Burton Avenue, Folwell Avenue to Hoyt Avenue.

WHEREAS, The City of Falcon Heights receives Municipal State Aid System (MSAS) funds for construction and maintaining 20% of its City streets, and

WHEREAS, THE City State Aid routes are improved to state aid standards, are in adequate condition that they do not have needs other than additional resurfacing, and the City's State Aid system was certified complete in 2002, and

WHEREAS, it is authorized by MN Rules 8820.1800 to use part of the MSAS construction appropriation of our City State Aid allocation on local streets not on the approved State Aid system, and

WHEREAS, it is proposed to use a portion of the City population allocation funds for roadway improvements on Coffman Street, Hoyt Avenue to Coffman Street, Folwell Avenue, Fulham Street to Hoyt Avenue, Vincent Street, Folwell Avenue to Hoyt Avenue, Northrup Avenue, Folwell Avenue to Hoyt Avenue, and Burton Avenue, Folwell Avenue to Hoyt Avenue.

WHEREAS, the City indemnifies saves and holds harmless the State of Minnesota and it's agents and employees for claims, demands, actions, of causes of action arising out of or by reason or matter related to constructing the local street as designed, and

WHEREAS, the City further agrees to defend at its sole cost any claims arising as a result of constructing the local street, and

WHEREAS, the final approval of the State Aid for Local Transportation Division is therefore given.

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

1. Requests the release of MSAS construction funds for roadway improvements on Coffman Street, Hoyt Avenue to Coffman Street, Folwell Avenue, Fulham Street to Hoyt Avenue, Vincent Street, Folwell Avenue to Hoyt Avenue, Northrup Avenue, Folwell Avenue to Hoyt Avenue, and Burton Avenue, Folwell Avenue to Hoyt Avenue.

-----  
Moved by:

Approved by: \_\_\_\_\_  
Peter Lindstrom  
Mayor

LINDSTROM        \_\_\_\_\_ In Favor  
BROWN THUNDER  
HARRIS            \_\_\_\_\_ Against  
GUSTAFSON  
FISCHER

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





*The City That Soars!*

## REQUEST FOR COUNCIL ACTION

<b>Meeting Date</b>	May 24, 2017
<b>Agenda Item</b>	Consent F4
<b>Attachment</b>	Cover Letter, Agreement, Resolution
<b>Submitted By</b>	Jesse Freihammer, City Engineer

<b>Item</b>	Approve Minnesota Department of Transportation Master Partnership Contract
<b>Description</b>	<p>The City of Falcon Heights and the Minnesota Department of Transportation (MnDOT) work together on a variety of projects and routinely provide services to one another. MnDOT currently provides numerous services to the city such as construction testing, engineering review and other services. Last February the City entered into a Master Partnership Agreement. This agreement expires on June 30, 2017.</p> <p>The attached letter (Attachment C) from MnDOT explains how the Master Partnership Contract (Attachment B) provides a framework for services to be rendered between the City and MnDOT. Many services MnDOT provides the City currently, including signal repair and material testing, are covered in this agreement with no need for work orders. The Master Partnership Contract allows this process to be expedited as some routine services are covered in the contract and others can be executed through a work order signed by the City Administrator. The Master Partnership Contract will allow the City and MnDOT to provide better service more efficiently to each other without the need for individual contracts for each service provided.</p> <p>According to the resolution, the City Administrator would be the designated authority to sign work orders for work not covered in the Master Partner Contract. Work orders would be needed for professional services, roadway maintenance, and construction administration or emergency services provided by either party.</p> <p>The Master Partnership Contract has an expiration date of June 30, 2022 or upon 30 day written notice of either party.</p>
<b>Budget Impact</b>	There are no costs for this agreement.
<b>Attachment</b>	<ul style="list-style-type: none"> <li>· Resolution 17-20 Entering into Master Partnership Agreement with MnDOT</li> <li>· MnDOT Master Partnership Contract</li> <li>· Cover Letter</li> </ul>
<b>Action(s) Requested</b>	Approve attached resolution entering into a Master Partnership Contract with the Minnesota Department of Transportation and authorize the City Administrator and Mayor to sign all necessary documents.

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**CITY OF FALCON HEIGHTS  
COUNCIL RESOLUTION**

May 24, 2017

No. 17-20

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**RESOLUTION ENTER INTO A MASTER PARTNERSHIP CONTRACT WITH THE  
MINNESOTA DEPARTMENT OF TRANSPORTATION**

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

WHEREAS, The Minnesota Department of Transportation wishes to cooperate closely with local units of government to coordinate the delivery of transportation services and maximize the efficient delivery of such services at all levels of government; and

WHEREAS, MnDOT and local governments are authorized by Minnesota Statutes sections 471.59, 174.02, and 161.20, to undertake collaborative efforts for the design, construction, maintenance and operation of state and local roads; and

WHEREAS, the parties wish to be able to respond quickly and efficiently to such opportunities for collaboration, and have determined that having the ability to write “work orders” against a master contract would provide the greatest speed and flexibility in responding to identified needs.

NOW, THEREFORE, be it resolved: that the City of Falcon Heights enters into a Master Partnership Contract with the Minnesota Department of Transportation, a copy of which was before the Council.

The proper City of Falcon Heights officers are authorized to execute such contract and any amendments thereto.

The City of Falcon Heights City Administrator is authorized to negotiate work order contracts pursuant to the Master Contract, which work order contracts may provide for payment to or from MnDOT, and that the City of Falcon Heights City Administrator may execute such work order contracts on behalf of the City of Falcon Heights without further approval by this Council.

Moved by:

Approved by: \_\_\_\_\_  
Peter Lindstrom  
Mayor

LINDSTROM        \_\_\_\_\_ In Favor  
BROWN THUNDER  
HARRIS            \_\_\_\_\_ Against  
GUSTAFSON  
FISCHER

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

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Metro State Aid  
1500 County Road B2, Roseville, MN 55113

651-234-7773  
sharon.lemay@state.mn.us

To: Local Agency

Date: April 24, 2017

RE: **Proposed Master Partnership Contract**

Attached is a copy of a proposed master partnership contract between the Minnesota Department of Transportation (Mn/DOT) and your Local Agency.

The Master Partnership Contract provides a framework for Mn/DOT and Local Agencies to provide services and payment to each other. A few MnDOT provided routine services are included in the contract—see Exhibit A-- but all other services require work orders describing costs and scope.

Kindly review the enclosed document and if acceptable, arrange to have it presented to your Council/Board for their approval and execution. Please provide signatures only under the Local Government heading.

Also required is a new resolution passed by the Council/Board authorizing its officials to sign and execute the agreement on its behalf. **(Only the named officials may sign the agreement: if anyone else signs in the named official's place, the agreement will not be executed.)**

Please return to me at the address listed above or as a pdf to [sharon.lemay@state.mn.us](mailto:sharon.lemay@state.mn.us). Please note that no work shall be performed by Mn/DOT personnel until the full execution of the agreement. After execution by Mn/DOT and other State officials, a copy of the agreement will be returned to you.

If you have any questions or require additional information, please feel free to contact me at 651-234-7773. If your local agency will not be executing this contract, please send me an email informing me of this so I can remove you from our list.

Thank You

Sharon LeMay, Metro State Aid

An Equal Opportunity Employer



**STATE OF MINNESOTA  
AND  
CITY OF FALCON HEIGHTS  
MASTER PARTNERSHIP CONTRACT**

This master contract is between the State of Minnesota, acting through its Commissioner of Transportation in this contract referred to as the “State” and the City of Falcon Heights acting through its City Council, in this contract referred to as the “Local Government.”

**Recitals**

1. The parties are authorized to enter into this contract pursuant to Minnesota Statutes, §§15.061, 471.59 and 174.02.
2. Minn. Stat. § 161.20, subd. 2, authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining and improving the trunk highway system.
3. Each party to this contract is a “road authority” as defined by Minn. Stat. §160.02, subd. 25.
4. Minn. Stat. § 161.39, subd. 1, authorizes a road authority to perform work for another road authority. Such work may include providing technical and engineering advice, assistance and supervision, surveying, preparing plans for the construction or reconstruction of roadways, and performing roadway maintenance.
5. Minn. Stat. §174.02, subd. 6, authorizes the Commissioner of Transportation to enter into contracts with other governmental entities for research and experimentation; for sharing facilities, equipment, staff, data, or other means of providing transportation-related services; or for other cooperative programs that promote efficiencies in providing governmental services, or that further development of innovation in transportation for the benefit of the citizens of Minnesota.
6. Each party wishes to occasionally purchase services from the other party, which the parties agree will enhance the efficiency of delivering governmental services at all levels. This Master Partnership Contract (MPC) provides a framework for the efficient handling of such requests. This MPC contains terms generally governing the relationship between the parties. When specific services are requested, the parties will (unless otherwise specified) enter into a “Work Order” contracts.
7. After the execution of this MPC, the parties may (but are not required to) enter into “Work Order” contracts. These Work Orders will specify the work to be done, timelines for completion, and compensation to be paid for the specific work.
8. The parties are entering into this MPC to establish terms that will govern all of the Work Orders subsequently issued under the authority of this Contract.

**Master Partnership Contract**

1. **Term of Master Partnership Contract; Use of Work Order Contracts; Survival of Terms**
  - 1.1. **Effective Date:** This contract will be effective on the date last signed by the Local Government, and all State officials as required under Minn. Stat. § 16C.05, subd. 2.
  - 1.2. A party must not accept work under this Contract until it is fully executed.
  - 1.3. **Expiration Date.** This Contract will expire on June 30, 2022.

- 1.4. **Work Order Contracts.** A work order contract must be negotiated and executed (by both the State and the Local Government) for each particular engagement, except for Technical Services provided by the State to the Local Government as specified in Article 2. The work order contract must specify the detailed scope of work and deliverables for that project. A party must not begin work under a work order until the work order is fully executed. The terms of this MPC will apply to all work orders contracts issued, unless specifically varied in the work order. The Local Government understands that this MPC is not a guarantee of any payments or work order assignments, and that payments will only be issued for work actually performed under fully-executed work orders.
- 1.5. **Survival of Terms.** The following clauses survive the expiration or cancellation of this master contract and all work order contracts: 12. Liability; 13. State Audits; 14. Government Data Practices and Intellectual Property; 17. Publicity; 18. Governing Law, Jurisdiction, and Venue; and 22. Data Disclosure. All terms of this MPC will survive with respect to any work order contract issued prior to the expiration date of the MPC.
- 1.6. **Sample Work Order.** A sample work order contract is available upon request from the State.
- 1.7. **Definition of “Providing Party” and “Requesting Party”.** For the purpose of assigning certain duties and obligations in the MPC to work order contracts, the following definitions will apply throughout the MPC. “Requesting Party” is defined as the party requesting the other party to perform work under a work order contract. “Providing Party” is defined as the party performing the scope of work under a work order contract.

## 2. Technical Services

- 2.1. **Technical Services** include repetitive low-cost services routinely performed by the State for the Local Government. These services may be performed by the State for the Local Government without the execution of a work order, as these services are provided in accordance with standardized practices and processes and do not require a detailed scope of work. Exhibit A – Table of Technical Services is attached.
  - 2.1.1. Every other service not falling under the services listed in Exhibit A will require a work order contract.
- 2.2. The Local Government may request the State to perform Technical Services in an informal manner, such as by the use of email, a purchase order, or by delivering materials to a State lab and requesting testing. A request may be made via telephone, but will not be considered accepted unless acknowledged in writing by the State.
- 2.3. The State will promptly inform the Local Government if the State will be unable to perform the requested Technical Services. Otherwise, the State will perform the Technical Services in accordance with the State’s normal processes and practices, including scheduling practices taking into account the availability of State staff and equipment.
- 2.4. **Payment Basis.** Unless otherwise agreed to by the parties prior to performance of the services, the State will charge the Local Government the State’s then-current rate for performing the Technical Services. The then-current rate may include the State’s normal and customary additives. The State will invoice the Local Government upon completion of the services, or at regular intervals not more than once monthly as agreed upon by the parties. The invoice will provide a summary of the Technical Services provided by the State during the invoice period.

## 3. Services Requiring A Work Order Contract

- 3.1. **Work Order Contracts:** A party may request the other party to perform any of the following services under individual work order contracts.

- 3.2. **Professional and Technical Services.** A party may provide professional and technical services upon the request of the other party. As defined by Minn. Stat. §16C.08, subd. 1, professional/technical services “means services that are intellectual in character, including consultation, analysis, evaluation, prediction, planning, programming, or recommendation; and result in the production of a report or completion of a task.” Professional and technical services do not include providing supplies or materials except as incidental to performing such services. Professional and technical services include (by way of example and without limitation) engineering services, surveying, foundation recommendations and reports, environmental documentation, right-of-way assistance (such as performing appraisals or providing relocation assistance, but excluding the exercise of the power of eminent domain), geometric layouts, final construction plans, graphic presentations, public relations, and facilitating open houses. A party will normally provide such services with its own personnel; however, a party’s professional/technical services may also include hiring and managing outside consultants to perform work provided that a party itself provides active project management for the use of such outside consultants.
- 3.3. **Roadway Maintenance.** A party may provide roadway maintenance upon the request of the other party. Roadway maintenance does not include roadway reconstruction. This work may include but is not limited to snow removal, ditch spraying, roadside mowing, bituminous mill and overlay (only small projects), seal coat, bridge hits, major retaining wall failures, major drainage failures, and message painting. All services must be performed by an employee with sufficient skills, training, expertise or certification to perform such work, and work must be supervised by a qualified employee of the party performing the work.
- 3.4. **Construction Administration.** A party may administer roadway construction projects upon the request of the other party. Roadway construction includes (by way of example and without limitation) the construction, reconstruction, or rehabilitation of mainline, shoulder, median, pedestrian or bicycle pathway, lighting and signal systems, pavement mill and overlays, seal coating, guardrail installation, and channelization. These services may be performed by the Providing Party’s own forces, or the Providing Party may administer outside contracts for such work. Construction administration may include letting and awarding construction contracts for such work (including state projects to be completed in conjunction with local projects). All contract administration services must be performed by an employee with sufficient skills, training, expertise or certification to perform such work.
- 3.5. **Emergency Services.** A party may provide aid upon request of the other party in the event of a man-made disaster, natural disaster or other act of God. Emergency services includes all those services as the parties mutually agree are necessary to plan for, prepare for, deal with, and recover from emergency situations. These services include, without limitation, planning, engineering, construction, maintenance, and removal and disposal services related to things such as road closures, traffic control, debris removal, flood protection and mitigation, sign repair, sandbag activities and general cleanup. Work will be performed by an employee with sufficient skills, training, expertise or certification to perform such work, and work must be supervised by a qualified employee of the party performing the work. If it is not feasible to have an executed work order prior to performance of the work, the parties will promptly confer to determine whether work may be commenced without a fully-executed work order in place. If work commences without a fully-executed work order, the parties will follow up with execution of a work order as soon as feasible.
- 3.6. When a need is identified, the State and the Local Government will discuss the proposed work and the resources needed to perform the work. If a party desires to perform such work, the parties will negotiate the specific and detailed work tasks and cost. The State will then prepare a work order contract. Generally, a work order contract will be limited to one specific project/engagement, although “on call” work orders may be prepared for certain types of services, especially for “Technical Services” items as identified section 2.1.. The work order will also identify specific deliverables required, and timeframes for completing work. A work order must be fully executed by the parties prior to work being commenced.



The Local Government will not be paid for work performed prior to execution of a work order contract and authorization by the State.

#### 4. Responsibilities of the Providing Party

- 4.1. ***Terms Applicable to ALL Work Order Contracts.*** The terms in this section 4.1 will apply to ALL work order contracts.
- 4.1.1. Each work order will identify an Authorized Representative for each party. Each party's authorized representative is responsible for administering the work order, and has the authority to make any decisions regarding the work, and to give and receive any notices required or permitted under this MPC or the work order.
- 4.1.2. The Providing Party will furnish and assign a publicly employed licensed engineer (Project Engineer), to be in responsible charge of the project(s) and to supervise and direct the work to be performed under each work order contract. For services not requiring an engineer, the Providing Party will furnish and assign another responsible employee to be in charge of the project. The services of the Providing Party under a work order contract may not be otherwise assigned, sublet, or transferred unless approved in writing by the Requesting Party's authorized representative. This written consent will in no way relieve the Providing Party from its primary responsibility for the work.
- 4.1.3. If the Local Government is the Providing Party, the Project Engineer may request in writing specific engineering and/or technical services from the State, pursuant to Minn. Stat. Section 161.39. The work order Contract will require the Local Government to deposit payment in advance. The costs and expenses will include the current State additives and overhead rates, subject to adjustment based on actual direct costs that have been verified by audit.
- 4.1.4. Only the receipt of a fully executed work order contract authorizes the Providing Party to begin work on a project. Any and all effort, expenses, or actions taken by the Providing Party before the work order contract is fully executed are considered unauthorized and undertaken at the risk of non-payment.
- 4.1.5. In connection with the performance of this contract and any work orders issued, the Providing Agency will comply with all applicable Federal and State laws and regulations. When the Providing Party is authorized or permitted to award contracts in connection with any work order, the Providing Party will require and cause its contractors and subcontractors to comply with all Federal and State laws and regulations.
- 4.2. ***Additional Terms for Roadway Maintenance.*** The terms of section 4.1 and this section 4.2 will apply to all work orders for Roadway Maintenance.
- 4.2.1. Unless otherwise provided for by contract or work order, the Providing Party must obtain all permits and sanctions that may be required for the proper and lawful performance of the work.
- 4.2.2. The Providing Party must perform maintenance in accordance with MnDOT maintenance manuals, policies and operations.
- 4.2.3. The Providing Party must use State-approved materials, including (by way of example and without limitation), sign posts, sign sheeting, and de-icing and anti-icing chemicals.
- 4.3. ***Additional Terms for Construction Administration.*** The terms of section 4.1 and this section 4.3 will apply to all work order contracts for construction administration.
- 4.3.1. Contract(s) must be awarded to the lowest responsible bidder or best value proposer in accordance with state law.

- 4.3.2. Contractor(s) must be required to post payment and performance bonds in an amount equal to the contract amount. The Providing Party will take all necessary action to make claims against such bonds in the event of any default by the contractor.
- 4.3.3. Contractor(s) must be required to perform work in accordance with the latest edition of the Minnesota Department of Transportation Standard Specifications for Construction.
- 4.3.4. For work performed on State right-of-way, contractor(s) must be required to indemnify and hold the State harmless against any loss incurred with respect to the performance of the contracted work, and must be required to provide evidence of insurance coverage commensurate with project risk.
- 4.3.5. Contractor(s) must pay prevailing wages pursuant to applicable state and federal law.
- 4.3.6. Contractor(s) must comply with all applicable Federal, and State laws, ordinances and regulations, including but not limited to applicable human rights/anti-discrimination laws and laws concerning the participation of Disadvantaged Business Enterprises in federally-assisted contracts.
- 4.3.7. Unless otherwise agreed in a work order contract, each party will be responsible for providing rights of way, easement, and construction permits for its portion of the improvements. Each party will, upon the other's request, furnish copies of right of way certificates, easements, and construction permits.
- 4.3.8. The Providing Party may approve minor changes to the Requesting Party's portion of the project work if such changes do not increase the Requesting Party's cost obligation under the applicable work order contract.
- 4.3.9. The Providing Party will not approve any contractor claims for additional compensation without the Requesting Party's written approval, and the execution of a proper amendment to the applicable work order contract when necessary. The Local Government will tender the processing and defense of any such claims to the State upon the State's request.
- 4.3.10. The Local Government must coordinate all trunk highway work affecting any utilities with the State's Utilities Office.
- 4.3.11. The Providing Party must coordinate all necessary detours with the Requesting Party.
- 4.3.12. If the Local Government is the Providing Party, and there is work performed on the trunk highway right-of-way, the following will apply:
  - 4.3.12.1 The Local Government will have a permit to perform the work on the trunk highway. The State may revoke this permit if the work is not being performed in a safe, proper and skillful manner, or if the contractor is violating the terms of any law, regulation, or permit applicable to the work. The State will have no liability to the Local Government, or its contractor, if work is suspended or stopped due to any such condition or concern.
  - 4.3.12.2 The Local Government will require its contractor to conduct all traffic control in accordance with the Minnesota Manual on Uniform Traffic Control Devices.
  - 4.3.12.3 The Local Government will require its contractor to comply with the terms of all permits issued for the project including, but not limited to, National Pollutant Discharge Elimination System (NPDES) and other environmental permits.
  - 4.3.12.4 All improvements constructed on the State's right-of-way will become the property of the State.

## **5. Responsibilities of the Requesting Party**

- 5.1. After authorizing the Providing Party to begin work, the Requesting Party will furnish any data or material in its possession relating to the project that may be of use to the Providing Party in performing the work.
- 5.2. All such data furnished to the Providing Party will remain the property of the Requesting Party and will be promptly returned upon the Requesting Party's request or upon the expiration or termination of this contract (subject to data retention requirements of the Minnesota Government Data Practices Act and other applicable law).
- 5.3. The Providing Party will analyze all such data furnished by the Requesting Party. If the Providing Party finds any such data to be incorrect or incomplete, the Providing Party will bring the facts to the attention of the Requesting Party before proceeding with the part of the project affected. The Providing Party will investigate the matter, and if it finds that such data is incorrect or incomplete, it will promptly determine a method for furnishing corrected data. Delay in furnishing data will not be considered justification for an adjustment in compensation.
- 5.4. The State will provide to the Local Government copies of any Trunk Highway fund clauses to be included in the bid solicitation and will provide any required Trunk Highway fund provisions to be included in the Proposal for Highway Construction, that are different from those required for State Aid construction.
- 5.5. The Requesting Party will perform final reviews and inspections of its portion of the project work. If the work is found to have been completed in accordance with the work order contract, the Requesting Party will promptly release any remaining funds due the Providing Party for the Project(s).
- 5.6. The work order contracts may include additional responsibilities to be completed by the Requesting Party.

## 6. Time

In the performance of project work under a work order contract, time is of the essence.

## 7. Consideration and Payment

- 7.1. **Consideration.** The Requesting Party will pay the Providing Party as specified in the work order. The State's normal and customary additives will apply to work performed by the State, unless otherwise specified in the work order. The State's normal and customary additives will not apply if the parties agree to a "lump sum" or "unit rate" payment.
  - 7.2. **State's Maximum Obligation.** The total compensation to be paid by the State to the Local Government under all work order contracts issued pursuant to this MPC will not exceed \$500,000.00.
- 7.3. **Travel Expenses.** It is anticipated that all travel expenses will be included in the base cost of the Providing Party's services, and unless otherwise specifically set forth in an applicable work order contract, the Providing Party will not be separately reimbursed for travel and subsistence expenses incurred by the Providing Party in performing any work order contract. In those cases where the State agrees to reimburse travel expenses, such expenses will be reimbursed in the same manner and in no greater amount than provided in the current "MnDOT Travel Regulations" a copy of which is on file with and available from the MnDOT District Office. The Local Government will not be reimbursed for travel and subsistence expenses incurred outside of Minnesota unless it has received the State's prior written approval for such travel.
- 7.4. **Payment.**
  - 7.4.1. **Generally.** The **Requesting Party** will pay the Providing Party as specified in the applicable work order, and will make prompt payment in accordance with Minnesota law.
  - 7.4.2. **Payment by the Local Government.**

7.4.2.1. The Local Government will make payment to the order of the Commissioner of Transportation.

7.4.2.2. **IMPORTANT NOTE: PAYMENT MUST REFERENCE THE “MNDOT CONTRACT NUMBER” SHOWN ON THE FACE PAGE OF THIS CONTRACT AND THE “INVOICE NUMBER” ON THE INVOICE RECEIVED FROM MNDOT.**

7.4.2.3. Remit payment to the address below:

MnDOT  
Attn: Cash Accounting  
RE: MnDOT Contract Number 1028135 and Invoice Number #####  
Mail Stop 215  
395 John Ireland Blvd  
St. Paul, MN 55155

7.4.3. ***Payment by the State.***

7.4.3.1. *Generally.* The State will promptly pay the Local Government after the Local Government presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted as specified in the applicable work order, but no more frequently than monthly.

7.4.3.2. *Retainage for Professional and Technical Services.* For work orders for professional and technical services, as required by Minn. Stat. § 16C.08, subd. 2(10), no more than 90 percent of the amount due under any work order contract may be paid until the final product of the work order contract has been reviewed by the State's authorized representative. The balance due will be paid when the State's authorized representative determines that the Local Government has satisfactorily fulfilled all the terms of the work order contract.

**8. Conditions of Payment**

All work performed by the Providing Party under a work order contract must be performed to the Requesting Party's satisfaction, as determined at the sole and reasonable discretion of the Requesting Party's Authorized Representative and in accordance with all applicable federal and state laws, rules, and regulations. The Providing Party will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal or state law.

**9. Local Government's Authorized Representative and Project Manager; Authority to Execute Work Order Contracts**

9.1. The Local Government's Authorized Representative for administering this master contract is the Local Government's Engineer, and the Engineer has the responsibility to monitor the Local Government's performance. The Local Government's Authorized Representative is also authorized to execute work order contracts on behalf of the Local Government without approval of each proposed work order contract by its governing body.

9.2. The Local Government's Project Manager will be identified in each work order contract.

**10. State's Authorized Representative and Project Manager**

10.1. The State's Authorized Representative for this master contract is the District State Aid Engineer, who has the responsibility to monitor the State's performance.

10.2. The State's Project Manager will be identified in each work order contract.

**11. Assignment, Amendments, Waiver, and Contract Complete**

- 11.1. **Assignment.** Neither party may assign or transfer any rights or obligations under this MPC or any work order contract without the prior consent of the other and a fully executed Assignment Contract, executed and approved by the same parties who executed and approved this MPC, or their successors in office.
- 11.2. **Amendments.** Any amendment to this master contract or any work order contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original contract, or their successors in office.
- 11.3. **Waiver.** If a party fails to enforce any provision of this master contract or any work order contract, that failure does not waive the provision or the party's right to subsequently enforce it.
- 11.4. **Contract Complete.** This master contract and any work order contract contain all negotiations and contracts between the State and the Local Government. No other understanding regarding this master contract or any work order contract issued hereunder, whether written or oral may be used to bind either party.

**12. Liability.**

Each party will be responsible for its own acts and omissions to the extent provided by law. The Local Government's liability is governed by Minn. Stat. chapter 466 and other applicable law. The State's liability is governed by Minn. Stat. section 3.736 and other applicable law. This clause will not be construed to bar any legal remedies a party may have for the other party's failure to fulfill its obligations under this master contract or any work order contract. Neither party agrees to assume any environmental liability on behalf of the other party. A Providing Party under any work order is acting only as a "Contractor" to the Requesting Party, as the term "Contractor" is defined in Minn. Stat. §115B.03 (subd. 10), and is entitled to the protections afforded to a "Contractor" by the Minnesota Environmental Response and Liability Act. The parties specifically intend that Minn. Stat. §471.59 subd. 1a will apply to any work undertaken under this MPC and any work order issued hereunder.

**13. State Audits**

Under Minn. Stat. § 16C.05, subd. 5, the party's books, records, documents, and accounting procedures and practices relevant to any work order contract are subject to examination by the parties and by the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this MPC.

**14. Government Data Practices and Intellectual Property**

- 14.1. **Government Data Practices.** The Local Government and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this MPC and any work order contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Local Government under this MPC and any work order contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Local Government or the State.
- 14.2. **Intellectual Property Rights**
- 14.2.1. **Intellectual Property Rights.** The Requesting Party will own all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under work order contracts. Works means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Providing Party, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this master contract or any work order contract. Works includes "Documents." Documents are the originals of any databases, computer programs, reports, notes,

studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Providing Party, its employees, agents, or contractors, in the performance of a work order contract. The Documents will be the exclusive property of the Requesting Party and all such Documents must be immediately returned to the Requesting Party by the Providing Party upon completion or cancellation of the work order contract. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be “works made for hire.” The Providing Party Government assigns all right, title, and interest it may have in the Works and the Documents to the Requesting Party. The Providing Party must, at the request of the Requesting Party, execute all papers and perform all other acts necessary to transfer or record the Requesting Party’s ownership interest in the Works and Documents. Notwithstanding the foregoing, the Requesting Party grants the Providing Party an irrevocable and royalty-free license to use such intellectual property for its own non-commercial purposes, including dissemination to political subdivisions of the state of Minnesota and to transportation-related agencies such as the American Association of State Highway and Transportation Officials.

14.2.2. *Obligations with Respect to Intellectual Property.*

14.2.2.1. *Notification.* Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Providing Party, including its employees and subcontractors, in the performance of the work order contract, the Providing Party will immediately give the Requesting Party’s Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon.

14.2.2.2. *Representation.* The Providing Party must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the Requesting Party, and that neither Providing Party nor its employees, agents or contractors retain any interest in and to the Works and Documents.

**15. Affirmative Action**

The State intends to carry out its responsibility for requiring affirmative action by its Contractors, pursuant to Minn. Stat. §363A.36. Pursuant to that Statute, the Local Government is encouraged to prepare and implement an affirmative action plan for the employment of minority persons, women, and the qualified disabled, and submit such plan to the Commissioner of the Minnesota Department of Human Rights. In addition, when the Local Government lets a contract for the performance of work under a work order issued pursuant to this MPC, it must include the following in the bid or proposal solicitation and any contracts awarded as a result thereof:

15.1. ***Covered Contracts and Contractors.*** If the Contract exceeds \$100,000 and the Contractor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principle place of business, then the Contractor must comply with the requirements of Minn. Stat. § 363A.36 and Minn. R. Parts 5000.3400-5000.3600. A Contractor covered by Minn. Stat. § 363A.36 because it employed more than 40 full-time employees in another state and does not have a certificate of compliance, must certify that it is in compliance with federal affirmative action requirements.

15.2. ***Minn. Stat. § 363A.36.*** Minn. Stat. § 363A.36 requires the Contractor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the Minnesota Commissioner of Human Rights (“Commissioner”) as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.

15.3. ***Minn. R. Parts 5000.3400-5000.3600.***

- 15.3.1. *General.* Minn. R. Parts 5000.3400-5000.3600 implement Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. Parts 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.
- 15.3.2. *Disabled Workers.* The Contractor must comply with the following affirmative action requirements for disabled workers:
- 15.3.2.1. The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
  - 15.3.2.2. The Contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
  - 15.3.2.3. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. Section 363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
  - 15.3.2.4. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
  - 15.3.2.5. The Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Minn. Stat. Section 363A.36, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.
- 15.3.3. *Consequences.* The consequences for the Contractor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the Commissioner, refusal by the Commissioner to approve subsequent plans, and termination of all or part of this contract by the Commissioner or the State.
- 15.3.4. *Certification.* The Contractor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36 and Minn. R. Parts 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

## 16. Workers' Compensation

Each party will be responsible for its own employees for any workers compensation claims. This MPC, and any work order contracts issued hereunder, are not intended to constitute an interchange of government employees under Minn. Stat. §15.53. To the extent that this MPC, or any work order issued hereunder, is determined to be

subject to Minn. Stat. §15.53, such statute will control to the extent of any conflict between the contract and the statute.

## 17. **Publicity**

17.1. **Publicity.** Any publicity regarding the subject matter of a work order contract where the State is the Requesting Party must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Local Government individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from a work order contract.

17.2. **Data Practices Act.** Section 17.1 is not intended to override the Local Government's responsibilities under the Minnesota Government Data Practices Act.

## 18. **Governing Law, Jurisdiction, and Venue**

Minnesota law, without regard to its choice-of-law provisions, governs this master contract and all work order contracts. Venue for all legal proceedings out of this master contract or any work order contracts, or the breach of any such contracts, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

## 19. **Prompt Payment; Payment to Subcontractors**

The parties must make prompt payment of their obligations in accordance with applicable law. As required by Minn. Stat. § 16A.1245, when the Local Government lets a contract for work pursuant to any work order, the Local Government must require its contractor to pay all subcontractors, less any retainage, within 10 calendar days of the prime contractor's receipt of payment from the Local Government for undisputed services provided by the subcontractor(s) and must pay interest at the rate of one and one-half percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

20. **Minn. Stat. § 181.59.** The Local Government will comply with the provisions of Minn. Stat. § 181.59 which requires: Every contract for or on behalf of the state of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the Contractor agrees: (1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; (2) That no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color; (3) That a violation of this section is a misdemeanor; and (4) That this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

## 21. **Termination; Suspension**

21.1. **Termination by the State for Convenience.** The State or commissioner of Administration may cancel this MPC and any work order contracts at any time, with or without cause, upon 30 days written notice to the Local Government. Upon termination, the Local Government and the State will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

21.2. **Termination by the Local Government for Convenience.** The Local Government may cancel this MPC and any work order contracts at any time, with or without cause, upon 30 days written notice to the State.



Upon termination, the Local Government and the State will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

- 21.3. ***Termination for Insufficient Funding.*** The State may immediately terminate or suspend this MPC and any work order contract if it does not obtain funding from the Minnesota legislature or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination or suspension must be by written or fax notice to the Local Government. The State is not obligated to pay for any services that are provided after notice and effective date of termination or suspension. However, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the master contract or work order is terminated because of the decision of the Minnesota legislature or other funding source, not to appropriate funds. The State must provide the Local Government notice of the lack of funding within a reasonable time of the State's receiving that notice.

## **22. Data Disclosure**

Under Minn. Stat. §270C.65, subd. 3, and other applicable law, the Local Government consents to disclosure of its federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Local Government to file state tax returns and pay delinquent state tax liabilities, if any.

## **23. Defense of Claims and Lawsuits**

If any lawsuit or claim is filed by a third party (including but not limited to the Local Government's contractors and subcontractors), arising out of trunk highway work performed pursuant to a valid work order issued under this MPC, the Local Government will, at the discretion of and upon the request of the State, tender the defense of such claims to the State or allow the State to participate in the defense of such claims. The Local Government will, however, be solely responsible for defending any lawsuit or claim, or any portion thereof, when the claim or cause of action asserted is based on its own acts or omissions in performing or supervising the work. The Local Government will not purport to represent the State in any litigation, settlement, or alternative dispute resolution process. The State will not be responsible for any judgment entered against the Local Government, and will not be bound by the terms of any settlement entered into by the Local Government except with the written approval of the Attorney General and the Commissioner of Transportation and pursuant to applicable law.

## **24. Additional Provisions**

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**LOCAL GOVERNMENT**

The Local Government certifies that the appropriate person(s) have executed the contract on behalf of the Local Government as required by applicable ordinance, resolution, or charter provision.

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**COMMISSIONER OF TRANSPORTATION**

By: \_\_\_\_\_  
(with delegated authority)  
Title: Assistant Commissioner or  
Assistant Division Director  
Date: \_\_\_\_\_

**COMMISSIONER OF ADMINISTRATION**

As delegated to Materials Management Division

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

**Exhibit A - Table of Tech Serv**

Used with TA98 Project IDs

If a source code is not on this list, a work order is needed.

<b>Source Code</b>	<b>Title</b>	<b>Description</b>
0032	Business Unit Management	All expenses of business/office managers for general management and administration of support functions. includes administering central facilities maintenance and facilities capital budgets.
0152	Support Services	Work that supports general office management, system management such as entering data into SWIFT, PPMS, PUMA and other MnDOT systems, attending staff meetings and other indirect support activities.
0400	Equipment Calibration-Mat Insp	Use when performing periodic equipment calibration for equipment used in the materials lab or on construction projects.
0600	General Training Attended	All costs (time, registration, materials, travel expenses, etc.) for attending or participating informal or informal training, including conferences that primarily provide training.
1182	Soils/Foundation Field/Laboratory Tests	All laboratory testing necessary to provide geotechnical information to complete roadway soils recommendations and approvals for use in the development of Final Design Plans and Special Provisions. Lab work includes R-value, resilient modulus, soil classification, gradation, proctor testing, unconfined compression, consolidation, direct simple shear, direct shear, permeability and triaxial tests.
1312	Tech Assist-Outside MnDOT	Use when providing technical assistance to an organization external to MnDOT.
1421	Bridge Management System Operation/Administration/Data	Use for tasks related to the Bridge Management System, including operations, administration, or data entry.
1434	Structural Metals Inspection-Non DOT	Reviewing shop drawings furnished by suppliers, fabricators, and contractors (working drawing or calculations), and for tasks related to structural metals inspection (materials surveys, physical and chemical laboratory testing, material inspection and engineering, and technical services in the field and offices) for local agency projects.
1501	Traffic Management System (TMS)	Used by traffic operations staff for all tasks that support the RTMC's operations center (or TOCC) providing traveler information, managing incidents and monitoring the FMS. Includes dynamic message sign maintenance, ramp meter maintenance, camera maintenance, and loop detection activities. Includes maintenance activities related to any ITS or TMS device such as RTMC cables, monitor wall, switchers, routers, or modems. Use to record all costs for maintenance activities related to traffic management fiber optics. Use for tasks related to maintaining traffic operations software including minor software enhancements and fixes. Use when providing traffic operations technical assistance external to MnDOT.
1513	Traffic Management System (TMS) Integration	For tasks associated with the incorporation of new and existing TMS devices (cameras, loops, DMS, and other ITS devices) into existing infrastructure to ensure proper operation. Use with the Construction/Program Delivery Appropriation.
1520	Pavement Management System	For tasks related to the operation of the pavement management system, including development and maintenance/technical support. Includes tasks to meet needs external to MnDOT.
1716	Record Sampling	Used by Materials and Research Section and district materials staff to verify inspector" sampling and testing procedures and checking inspectors' equipment during project construction as required by FHWA. Use when performing field tests on split sample.
1721	Traffic Sign Work Orders	Use for work involved in preparing work orders for traffic signs. Use only with Maintenance Operations appropriation (T790081).

**If a source code is not on this list, a work order is needed.**

**Exhibit A - Table of Tech Serv**

Used with TA98 Project IDs

If a source code is not on this list, a work order is needed.

<b>Source Code</b>	<b>Title</b>	<b>Description</b>
1732	Material Testing & Inspection	Performing construction phase and research physical and chemical laboratory testing, and related technical services in the districts and central labs, and for performing research and construction phase non-destructive testing materials surveys, and related technical services in the field and offices. Includes detour surveys. Non-destructive tests include, skid resistance and falling weight deflectometer (FWD) testing.
1733	Concrete Plant Inspections	Performing QA/QC physical testing at the plant; sampling and transporting of materials from the plant to the lab for lab testing, plant reviews, and operations; investigating plant discrepancies; and other technical services in the plant or office associated with stationary concrete plants or mobile concrete paving plant inspection.
1734	Construction Materials Inspections	Performing construction phase material inspection and engineering, for structural steel, precast and pre-stressed concrete, reinforcement steel, and electrical products and related technical services in the field and office for materials to be used in multiple projects. Includes travel time, sampling, and sample delivery. Includes tasks related to reviewing shop drawings furnished by suppliers or fabricators and contractor working drawings or calculations, and for tasks related to structural metals inspection (materials surveys, physical and chemical laboratory testing, material inspection and engineering, and technical services in the field and offices).
1735	Bituminous Plant Inspection	Performing QA/QC physical testing at the plant; sampling and transporting of materials from the plant to the lab for lab testing, plant reviews, and operations; investigating plant discrepancies; and other technical services in the plant or office associated with bituminous plant inspection.
1738	State Project - Specific Materials Inspection	Performing material inspection for materials designated for a specific construction project (SP). Generally applies to inspection of such things as structural steel, prestressed concrete items, and most precast concrete items and for SP specific tasks related to structural metals inspection (materials surveys, physical and chemical laboratory testing, material inspection and engineering and technical services in the field and offices).
1800	Field Inspection	Occasional construction project field inspection (not cyclical inspection of assets); Includes field inspection of materials such as gradations, densities/DCP, proctors, compaction, slump tests, and field air tests and collecting and transporting samples for lab tests, but not the actual laboratory verifications.
1870	Traffic Signal Maintenance	This work will not substitute for or alter existing cooperative construction agreements or traffic signal maintenance agreements. Work related to the occasional repair and replacement of traffic signal system structures and all electrical maintenance for traffic signal systems including electrical power, labor, equipment materials, GSOC locates, traffic control and responses to public inquiries.
1871	Lighting Maintenance & Utilities	All work related to installing, maintaining, restoring, or removing highway lighting systems and fixtures. Includes repairing, maintaining, or replacing supports necessary for roadway lighting luminaries. Includes patrol highway lighting, inspect lighting structures, electrical service for highway lighting, re-lamping, pump stations, anti-icing systems, truck roll-over warning systems and electrical repairs. Includes traffic control in support of roadway lighting activities. Use for tasks related to public inquiries/complaints, review utility billings, provide data, and conduct field reviews.
1875	Locate One Call	Finding and marking locations of buried conduit, cables, hand holes, loops, etc. in order to maintain or repair the traffic management system, signal systems, or roadway lighting systems.

**If a source code is not on this list, a work order is needed.**

**Exhibit A - Table of Tech Serv**

Used with TA98 Project IDs

If a source code is not on this list, a work order is needed.

Source Code	Title	Description
1876	Traffic Counting	Use to record labor, equipment usage, and material costs for activities related to traffic counts made for statewide traffic monitoring or traffic operations. Includes all activities related to traffic counting, such as taking requests, assigning priorities, collecting field data, processing data, and developing new techniques for collection.
2102	Patching	Related source type codes: 2103-Heavy patching, 2104-Bituminous paving, 2105-Blow patching
2142	Overhead Sign Panel Maintenance	Work related to the repair and replacement of overhead sign panels, extruded sign panels mounted on I-beams, and overhead sign structures. Includes related cable locates and traffic control. Does not include structural work.
2210	Guardrail-Install/Repair/Maintenance	Install, repair, or maintain low tension cable, plate beams, and end treatments; cable tension adjustments; and reflector replacement. includes related traffic control.
2222	Sign/Delineation/Marker Repair	Replacing, repairing, and washing signs (including temporary stop signs). Includes re-sequencing intersection signing and repair/replace overhead and extrude signs mounted on I-beams. Includes related cable locates and traffic control.
2316	Brush & Tree Removal	Maintaining, watering, trimming, and removing highway right of way tree and brush. Includes chipping of tree limbs and stump removal/grinding. Includes related traffic control.
2624	Indirect Expense	Indirect shop expenses and shop equipment. Allocate to mobile equipment.
2629	Supplies & Small Tools	Shop tools, small equipment, and supplies that cannot be directly charged to a mobile equipment unit.
2819	Bridge Curb, Walk And Railing	Repairing and maintaining bridge curb, walk, rail, coping, and fencing connected to the rail. Includes glare screen and median barriers on bridges. Includes related traffic control.
2820	Bridge Deck	Work associated with bridge deck and slab repair regardless of removal depth or type of material used for patching. Includes deck or slab overlays and replacements and underside deck delamination. Includes related traffic control.
2822	Miscellaneous Bridge Maintenance	This source code does not include replacement or major repair. Miscellaneous maintenance tasks performed on a specific bridge or structure not covered by other source codes. Includes minor repairs and simple fixes on items such as stairways, drains, fencing, light bases, transient guards, and access doors. Includes transient removal, ordering materials, and picking up equipment. Includes related traffic control.
2824	Bridge Inspection-Non-Federal	All tasks related to inventory, inspection, and load capacity rating work done on trunk highway bridges to meet the requirements of the National Bridge Inspection System and/or Minnesota Bridge Safety Inspection Program or for billing to local governments. Includes related inspection reports and deck condition surveys.
2827	Bridge Expansion, Relief Joints	All maintenance tasks associated with bridge expansion joints, except joint reestablishment. Includes tightening expansion device bolts and replacing seal glands. Includes related traffic control.
2828	Bridge Inspection-Federal Fund	All bridge inspection tasks for non-MnDOT bridges funded by the federal Fracture-Critical Bridge Program (Project Code will begin with TSL and with the local bridge number). Includes related inspection reports. For MnDOT Trunk Highway bridges (Project Code begins with TSO followed by the bridge number) and local and Department of Natural Resources (DNR) (bridge number begins with 9A follow by bridge number) bridge inspections to be billed to the local government or Department of Natural Resources (DNR) use Source Code 2824.

**If a source code is not on this list, a work order is needed.**

**Exhibit A - Table of Tech Serv**

Used with TA98 Project IDs

If a source code is not on this list, a work order is needed.

Source Code	Title	Description
2829	Bridge Superstructure	All tasks to repair any bridge component above the bridge seat that is not included in other source codes. Includes repairs to all types of bridge superstructure elements such as girders, beams, floor beams, trusses, stringers, t-beams, precast channels, and box girders. Includes related traffic control.
2830	Bridge Bearing Assemblies	All tasks related to the repair and maintenance of fixed or expansion-bearing assemblies on bridges. Includes related traffic
2834	Waterway Maintenance	All tasks related to waterway maintenance for deck bridges. Includes debris removal, waterway cleanup, channel repair, and channel protection repair that is not part of slope protection. Includes related traffic control.
2838	Bridge Deck Crack Sealing	All tasks related to deck crack sealing. Includes related traffic control.
2863	Traffic Signal Inspection	Work related to cyclical structural and electrical inspection and preventive maintenance checks of traffic signal systems/structures. Includes labor, equipment, materials, and traffic control.
3000	Class Of Frequency Coordination	Use for frequency coordination done with APCO, AASHTO or FCCA.
3002	Radio/Electronic Infrastructure	Use for the repair and preventative maintenance of all equipment associated with wireless two-way radio communications systems (includes mobile radios, portable radios, base stations, console workstations, recorders, etc.). Non-MnDOT equipment - Must use Project number assigned to requesting agency; Department of Public Safety (DPS) includes State Patrol (SP) Bureau of Criminal Apprehension (BCA), Fire Marshall); does not include Department of Natural Resources (DNR). See OSRC Project
3005	Radio - Mobile Equipment	Use for the repair and preventative maintenance of all equipment associated with wireless two-way radio communications systems (includes mobile radios, portable radios, base stations, console workstations, recorders, etc.). Non-MnDOT equipment - Must use Project number assigned to requesting agency (State Patrol, DNR, BCA, Fire Marshall). See OSRC Project Code list.
3009	Radio/Electronic System Upgrade & Installation	Use for the installation and other services needed to provide major system upgrades or improvements to wireless or electronic systems. Use for all work performed to correct or repair deficiencies found in a new installation.
3025	Tower/Building Maintenance	Use for all tasks related to the maintenance of a tower building or site. Includes towers, buildings, generators, LP system, fencing, landscaping, grounding, ice bridge, cable management, climbing ladders, card key systems, and HVAC.
3027	Radio Programming	Creating or modifying radio frequency programs and programming mobile and portable radios. Does not include mobile radios used as fixed base radios as part of the Inter-OP System (Use 3009).
3049	On Call Electronic Communications Infrastructure Maintenance	To be used by Statewide Radio Communications personnel to record on-call time.

**If a source code is not on this list, a work order is needed.**



*The City That Soars!*

## REQUEST FOR COUNCIL ACTION

<b>Meeting Date</b>	May 24, 2017
<b>Agenda Item</b>	Consent F5
<b>Attachment</b>	N/A
<b>Submitted By</b>	Roland Olson, Finance Director Tim Sandvik, Recreation Supervisor

<b>Item</b>	Increase current petty cash fund for Recreational Sports.
<b>Description</b>	<p>The recreational sports program needs flexibility in procuring needed supply items for its programs. For example, fresh food for the cooking classes from the local farmers market and a local super market. Also, program supplies are often needed from stores such as Michaels and other craft supply stores with which the city doesn't have an account. It is impractical to pay for these items in any other manner.</p> <p>Staff recommends increasing the current petty cash fund from a \$250 level up to a \$500 level. Tim Sandvik, deputy city clerk and recreation supervisor would oversee use of this additional \$250. Original Receipts for all expenditures of funds would be required. Claims to replenish this petty cash fund would be presented to the city council for approval.</p> <p>At the conclusion of the recreational sports season, the petty cash fund would be reduced to the \$250 level.</p>
<b>Budget Impact</b>	NA
<b>Attachment(s)</b>	NA
<b>Action(s) Requested</b>	Staff recommends a motion to increase the petty cash fund from a level of \$250 to a level of \$500 to be used in the recreational sports program.

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## REQUEST FOR COUNCIL ACTION

<b>Meeting Date</b>	May 24, 2017
<b>Agenda Item</b>	Policy G1
<b>Attachment</b>	Letter & Resolution
<b>Submitted By</b>	Sack Thongvanh, City Administrator

<b>Item</b>	Providing for the Sale of \$900,000 General Obligation Improvement Bonds, Series 2017A
<b>Description</b>	<p>This is the starting process for the City to sell bonds to pay for past and current improvements.</p> <p>The Bond will be issued for a seven year term through 2025. This project is very unique because of the different funding sources involved. The funding sources include a University Payment In-Lieu-of Special Assessments, MSA (MN State Aid), St. Paul Water Utility and the City's enterprise funds for storm sewer and sanitary sewer funds.</p> <p>In 2015, the City completed street improvements and trails on Roselawn Ave and Snelling Service Road West, which account for \$300,000 of the \$900,000 bond. The justification for delaying the bonding process in 2015 was the idea that it would save money for issuance and attract more interest.</p>
<b>Budget Impact</b>	The City's first payment is in February 1, 2019. The impact will occur for the 2018 levy of \$115,000 per year.
<b>Attachment(s)</b>	<ul style="list-style-type: none"> <li>· Memo for Ehlers</li> <li>· Resolution 17-21 Authorize the Sale of \$900,000 General Obligation Improvement Bond, Series 2017A</li> </ul>
<b>Action(s) Requested</b>	Staff would recommend approve of attached resolution authorizing the sale of \$900,000 General Obligation Improvement Bond, Series 2017A of which \$300,000 is to reimburse the sanitary sewer fund.

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May 24, 2017

## Pre-Sale Report for

City of Falcon Heights, Minnesota

\$900,000 General Obligation Improvement Bonds, Series  
2017A



**Prepared by:**

Todd Hagen, CIPMA  
VP/Senior Municipal Advisor

And

Shelly Eldridge, CIPMA  
VP/Senior Municipal Advisor

And

Nick Anhut, CIPMA  
Municipal Advisor



## Executive Summary of Proposed Debt

Proposed Issue:	\$900,000 General Obligation Improvement Bonds, Series 2017A
Purposes:	<p>To finance the construction of the 2017 Street and Utility Improvements, and to reimburse the City for prior expenditures made in 2015 to improve various streets in the City.</p> <ul style="list-style-type: none"> <li>• <b>2017 Street and Utility Improvements</b> in the amount of \$1,649,494.12, less \$1,102,266.19 from various sources to lower the borrowing amount. Debt service will be paid from special assessments and property taxes.</li> <li>• <b>2015 Street Reimbursement</b> in the amount of \$300,000. Debt service will be paid from special assessments and property taxes.</li> </ul>
Authority:	<p>The Bonds are being issued pursuant to Minnesota Statutes, Chapters:</p> <ul style="list-style-type: none"> <li>• 429 – Improvement Bonds</li> <li>• 475 – General Bonding Authority</li> </ul> <p>Because the City is assessing at least 20% of the project costs, the Bonds can be a general obligation without a referendum and will not count against the City’s debt limit.</p> <p>The Bonds will be general obligations of the City for which its full faith, credit and taxing powers are pledged.</p>
Term/Call Feature:	<p>The Bonds are being issued for a 7-year term. Principal on the Bonds will be due on February 1 in the years 2019 through 2025. Interest is payable every six months beginning February 1, 2018. A portion of the Bond proceeds will be used to make the initial interest payment.</p> <p>The Bonds will not subject to prepayment.</p>
Bank Qualification:	<p>Because the City is expecting to issue no more than \$10,000,000 in tax exempt debt during the calendar year, the City will be able to designate the Bonds as “bank qualified” obligations.</p> <p>Bank qualified status broadens the market for the Bonds, which can result in lower interest rates.</p>
Rating:	<p>The City’s most recent bond issues were rated “AAA” by Standard &amp; Poor’s.</p> <p>The City will request a new rating for the Bonds.</p> <p>If the winning bidder on the Bonds elects to purchase bond insurance, the rating for the issue may be higher than the City’s bond rating in the event that the bond rating of the insurer is higher than that of the City.</p>



<p>Basis for Recommendation:</p>	<p>Based on our knowledge of your situation, your objectives communicated to us, our advisory relationship as well as characteristics of various municipal financing options, we are recommending the issuance of general obligation improvement bonds as a suitable financing option for the following reasons:</p> <ul style="list-style-type: none"> <li>• The City’s policy and past practice has been to finance municipal projects like this with this type of debt issue.</li> <li>• This is a cost-effective option among the limited other options available to finance this type of project.</li> <li>• General obligation bonds provide the lowest possible interest cost.</li> </ul>
<p>Method of Sale/Placement:</p>	<p>To obtain the lowest interest cost to the City, we will competitively bid the purchase of the Bonds from local and national underwriters/banks.</p> <p>We have included an allowance for discount bidding equal to 1.30% of the principal amount of the issue. The discount provides the underwriter with all or a portion of its compensation in the transaction. If the Bonds are purchased at a price greater than the minimum bid amount (maximum discount), the unused allowance may be used to lower your borrowing amount.</p> <p><b>Premium Bids:</b> Under current market conditions, most investors in municipal bonds prefer “premium” pricing structures. A premium is achieved when the coupon for any maturity (the interest rate paid by the issuer) exceeds the yield to the investor, resulting in a price paid that is greater than the face value of the bonds. The sum of the amounts paid in excess of face value is considered “reoffering premium.”</p> <p>For this issue of Bonds, we have been directed to use the premium to reduce the size of the issue. The adjustments may slightly change the true interest cost of the original bid, either up or down.</p>
<p>Review of Existing Debt:</p>	<p>We have reviewed all outstanding indebtedness for the City and find that there are no refunding opportunities now.</p> <p>We will continue to monitor the market and the call dates for the City’s outstanding debt and will alert you to any future refunding opportunities.</p>
<p>Continuing Disclosure:</p>	<p>Because the amount of the Bonds to be issued is less than \$1,000,000, this issue could be exempt from the Continuing Disclosure requirements of the Securities and Exchange Commission (SEC). However, some underwriters require limited disclosure as one of the parameters for bidding, therefore we recommend that the City provide for the limited disclosure by agreeing to provide its Audited Financial Statements annually as well as providing notices of the occurrence of certain “material events” to the Municipal Securities Rulemaking Board (the “MSRB”).</p> <p>The City is already obligated to provide such reports for its existing bonds, and has contracted with Ehlers to prepare and file the reports.</p>



<p>Arbitrage Monitoring:</p>	<p>Because the Bonds are tax-exempt obligations/tax credit obligations, the City must ensure compliance with certain Internal Revenue Service (IRS) rules throughout the life of the issue. These rules apply to all gross proceeds of the issue, including initial bond proceeds and investment earnings in construction, escrow, debt service, and any reserve funds. How issuers spend bond proceeds and how they track interest earnings on funds (arbitrage/yield restriction compliance) are common subjects of IRS inquiries. Your specific responsibilities will be detailed in the Non-arbitrage Certificate prepared by your Bond Attorney and provided at closing.</p> <p>We recommend that you regularly monitor compliance with these rules and/or retain the services of a qualified firm to assist you.</p>
<p>Risk Factors:</p>	<p><b>Special Assessments:</b> We have not assumed any pre-paid special assessments and we have assumed that assessments are levied as projected. If the City receives a significant amount of pre-paid assessments or does not levy the assessments, it may need to increase the levy portion of the debt service to make up for lower interest earnings than the expected assessment interest rate.</p> <p><b>GO Pledge:</b> Because the Bonds will be general obligations of the City for which its full faith, credit and taxing powers are pledged, if the annual tax levy collected is not sufficient to pay the debt service payments, other City funds will need to be used.</p>
<p>Other Service Providers:</p>	<p>This debt issuance will require the engagement of other public finance service providers. This section identifies those other service providers, so Ehlers can coordinate their engagement on your behalf. Where you have previously used a firm to provide a service, we have assumed that you will continue that relationship. For services, you have not previously required, we have identified a service provider. Fees charged by these service providers will be paid from proceeds of the obligation, unless you notify us that you wish to pay them from other sources. Our pre-sale bond sizing includes a good faith estimate of these fees, so their final fees may vary. If you have any questions pertaining to the identified service providers or their role, or if you would like to use a different service provider for any of the listed services please contact us.</p> <p><b>Bond Attorney:</b> Briggs and Morgan  <b>Paying Agent:</b> Bond Trust Services  <b>Rating Agency:</b> Standard &amp; Poor's</p>
<p>Investment Earnings:</p>	<p>To more efficiently segregate funds for this project and maximize interest earnings we recommend using either your local banks or Ehlers Investment Partners, a subsidiary of Ehlers, to assist with the investment of bond proceeds until they are needed to pay project costs.</p>
<p>Summary:</p>	<p>The decisions to be made by the Council are as follows:</p>



	<ul style="list-style-type: none"><li>• Accept or modify the finance assumptions described in this report.</li><li>• Adopt the resolution attached to this report.</li></ul>
--	--

This presale report summarizes our understanding of the City’s objectives for the structure and terms of this financing as of this date. As additional facts become known or capital markets conditions change, we may need to modify the structure and/or terms of this financing to achieve results consistent with the City’s objectives.



## Proposed Debt Issuance Schedule

Pre-Sale Review by City Council:	May 24, 2017
Distribute Official Statement:	Week of June 12, 2017
Conference with Rating Agency:	Week of June 19, 2017
City Council Meeting to Award Sale of the Bonds:	June 28, 2017
Estimated Closing Date:	July 15, 2017

### Attachments

- Sources and Uses of Funds
- Proposed Debt Service Schedule
- Bond Buyer Index
- Resolution Authorizing Ehlers to Proceed with Bond Sale

### Ehlers Contacts

Municipal Advisors:	Todd Hagen	(651) 697-8508
	Shelly Eldridge	(651) 697-8504
	Nick Anhut	(651) 697-8507
Disclosure Coordinator:	Meghan Lindblom	(651) 697-8549
Financial Analyst:	Alicia Gage	(651) 697-8551

The Official Statement for this financing will be mailed to the City Council at their home address or e-mailed for review prior to the sale date.





# City of Falcon Heights, Minnesota

\$900,000 General Obligation Improvement Bonds, Series 2017A

Issue Summary

Assumes Current Market BQ AAA Rates plus 25 bps

## Total Issue Sources And Uses

Dated 07/15/2017 | Delivered 07/15/2017

	New Improvement Project	Improvement Project Reimbursement	Issue Summary
<b>Sources Of Funds</b>			
Par Amount of Bonds	\$580,000.00	\$320,000.00	\$900,000.00
University Payment In-Lieu-of Special Assessments	70,000.00	-	70,000.00
MSA Funds	200,000.00	-	200,000.00
St. Paul Water Utility Payment	582,130.89	-	582,130.89
Prepaid Assessments (20%)	44,281.99	-	44,281.99
Storm Sewer Funds	169,147.64	-	169,147.64
Sanitary Sewer Funds	36,705.67	-	36,705.67
<b>Total Sources</b>	<b>\$1,682,266.19</b>	<b>\$320,000.00</b>	<b>\$2,002,266.19</b>
<b>Uses Of Funds</b>			
Total Underwriter's Discount (1.300%)	7,540.00	4,160.00	11,700.00
Costs of Issuance	18,688.88	10,311.12	29,000.00
Deposit to Capitalized Interest (CIF) Fund	5,256.61	2,897.81	8,154.42
Deposit to Project Construction Fund	1,649,494.12	300,000.00	1,949,494.12
Rounding Amount	1,286.58	2,631.07	3,917.65
<b>Total Uses</b>	<b>\$1,682,266.19</b>	<b>\$320,000.00</b>	<b>\$2,002,266.19</b>

# City of Falcon Heights, Minnesota

## \$900,000 General Obligation Improvement Bonds, Series 2017A

### Issue Summary

Assumes Current Market BQ AAA Rates plus 25 bps

### Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
07/15/2017	-	-	-	-	-
02/01/2018	-	-	8,154.42	8,154.42	8,154.42
08/01/2018	-	-	7,488.75	7,488.75	-
02/01/2019	125,000.00	1.200%	7,488.75	132,488.75	139,977.50
08/01/2019	-	-	6,738.75	6,738.75	-
02/01/2020	125,000.00	1.400%	6,738.75	131,738.75	138,477.50
08/01/2020	-	-	5,863.75	5,863.75	-
02/01/2021	125,000.00	1.500%	5,863.75	130,863.75	136,727.50
08/01/2021	-	-	4,926.25	4,926.25	-
02/01/2022	130,000.00	1.700%	4,926.25	134,926.25	139,852.50
08/01/2022	-	-	3,821.25	3,821.25	-
02/01/2023	130,000.00	1.750%	3,821.25	133,821.25	137,642.50
08/01/2023	-	-	2,683.75	2,683.75	-
02/01/2024	130,000.00	2.000%	2,683.75	132,683.75	135,367.50
08/01/2024	-	-	1,383.75	1,383.75	-
02/01/2025	135,000.00	2.050%	1,383.75	136,383.75	137,767.50
<b>Total</b>	<b>\$900,000.00</b>	<b>-</b>	<b>\$73,966.92</b>	<b>\$973,966.92</b>	<b>-</b>

### Yield Statistics

Bond Year Dollars	\$4,135.00
Average Life	4.594 Years
Average Coupon	1.7888010%
Net Interest Cost (NIC)	2.0717514%
True Interest Cost (TIC)	2.0849194%
Bond Yield for Arbitrage Purposes	1.7847934%
All Inclusive Cost (AIC)	2.8520187%

### IRS Form 8038

Net Interest Cost	1.7888010%
Weighted Average Maturity	4.594 Years

# City of Falcon Heights, Minnesota

## \$900,000 General Obligation Improvement Bonds, Series 2017A

### Issue Summary

Assumes Current Market BQ AAA Rates plus 25 bps

### Net Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	CIF	Net New D/S	Fiscal Total
07/15/2017	-	-	-	-	-	-	-
02/01/2018	-	-	8,154.42	8,154.42	(8,154.42)	-	-
08/01/2018	-	-	7,488.75	7,488.75	-	7,488.75	-
02/01/2019	125,000.00	1.200%	7,488.75	132,488.75	-	132,488.75	139,977.50
08/01/2019	-	-	6,738.75	6,738.75	-	6,738.75	-
02/01/2020	125,000.00	1.400%	6,738.75	131,738.75	-	131,738.75	138,477.50
08/01/2020	-	-	5,863.75	5,863.75	-	5,863.75	-
02/01/2021	125,000.00	1.500%	5,863.75	130,863.75	-	130,863.75	136,727.50
08/01/2021	-	-	4,926.25	4,926.25	-	4,926.25	-
02/01/2022	130,000.00	1.700%	4,926.25	134,926.25	-	134,926.25	139,852.50
08/01/2022	-	-	3,821.25	3,821.25	-	3,821.25	-
02/01/2023	130,000.00	1.750%	3,821.25	133,821.25	-	133,821.25	137,642.50
08/01/2023	-	-	2,683.75	2,683.75	-	2,683.75	-
02/01/2024	130,000.00	2.000%	2,683.75	132,683.75	-	132,683.75	135,367.50
08/01/2024	-	-	1,383.75	1,383.75	-	1,383.75	-
02/01/2025	135,000.00	2.050%	1,383.75	136,383.75	-	136,383.75	137,767.50
<b>Total</b>	<b>\$900,000.00</b>	<b>-</b>	<b>\$73,966.92</b>	<b>\$973,966.92</b>	<b>(8,154.42)</b>	<b>\$965,812.50</b>	<b>-</b>

# City of Falcon Heights, Minnesota

## \$900,000 General Obligation Improvement Bonds, Series 2017A

### Issue Summary

Assumes Current Market BQ AAA Rates plus 25 bps

### Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	CIF	Net New D/S	105% of Total	Assessments	Levy/(Surplus)
02/01/2018	-	-	8,154.42	8,154.42	(8,154.42)	-	-	-	-
02/01/2019	125,000.00	1.200%	14,977.50	139,977.50	-	139,977.50	146,976.38	32,566.25	114,410.13
02/01/2020	125,000.00	1.400%	13,477.50	138,477.50	-	138,477.50	145,401.38	31,528.78	113,872.60
02/01/2021	125,000.00	1.500%	11,727.50	136,727.50	-	136,727.50	143,563.88	30,491.32	113,072.56
02/01/2022	130,000.00	1.700%	9,852.50	139,852.50	-	139,852.50	146,845.13	29,453.85	117,391.28
02/01/2023	130,000.00	1.750%	7,642.50	137,642.50	-	137,642.50	144,524.63	28,416.39	116,108.24
02/01/2024	130,000.00	2.000%	5,367.50	135,367.50	-	135,367.50	142,135.88	27,378.91	114,756.97
02/01/2025	135,000.00	2.050%	2,767.50	137,767.50	-	137,767.50	144,655.88	26,341.45	118,314.43
<b>Total</b>	<b>\$900,000.00</b>	<b>-</b>	<b>\$73,966.92</b>	<b>\$973,966.92</b>	<b>(8,154.42)</b>	<b>\$965,812.50</b>	<b>\$1,014,103.13</b>	<b>\$206,176.95</b>	<b>\$807,926.18</b>

### Significant Dates

Dated	7/15/2017
First Coupon Date	2/01/2018

### Yield Statistics

Bond Year Dollars	\$4,135.00
Average Life	4.594 Years
Average Coupon	1.7888010%
Net Interest Cost (NIC)	2.0717514%
True Interest Cost (TIC)	2.0849194%
Bond Yield for Arbitrage Purposes	1.7847934%
All Inclusive Cost (AIC)	2.8520187%

# City of Falcon Heights, Minnesota

\$580,000 General Obligation Improvement Bonds, Series 2017A

New Improvement Project

Assumes Current Market BQ AAA Rates plus 25 bps

## Net Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	CIF	Net New D/S	Fiscal Total
07/15/2017	-	-	-	-	-	-	-
02/01/2018	-	-	5,256.61	5,256.61	(5,256.61)	-	-
08/01/2018	-	-	4,827.50	4,827.50	-	4,827.50	-
02/01/2019	80,000.00	1.200%	4,827.50	84,827.50	-	84,827.50	89,655.00
08/01/2019	-	-	4,347.50	4,347.50	-	4,347.50	-
02/01/2020	80,000.00	1.400%	4,347.50	84,347.50	-	84,347.50	88,695.00
08/01/2020	-	-	3,787.50	3,787.50	-	3,787.50	-
02/01/2021	80,000.00	1.500%	3,787.50	83,787.50	-	83,787.50	87,575.00
08/01/2021	-	-	3,187.50	3,187.50	-	3,187.50	-
02/01/2022	85,000.00	1.700%	3,187.50	88,187.50	-	88,187.50	91,375.00
08/01/2022	-	-	2,465.00	2,465.00	-	2,465.00	-
02/01/2023	85,000.00	1.750%	2,465.00	87,465.00	-	87,465.00	89,930.00
08/01/2023	-	-	1,721.25	1,721.25	-	1,721.25	-
02/01/2024	85,000.00	2.000%	1,721.25	86,721.25	-	86,721.25	88,442.50
08/01/2024	-	-	871.25	871.25	-	871.25	-
02/01/2025	85,000.00	2.050%	871.25	85,871.25	-	85,871.25	86,742.50
<b>Total</b>	<b>\$580,000.00</b>	<b>-</b>	<b>\$47,671.61</b>	<b>\$627,671.61</b>	<b>(5,256.61)</b>	<b>\$622,415.00</b>	<b>-</b>

# City of Falcon Heights, Minnesota

\$580,000 General Obligation Improvement Bonds, Series 2017A

New Improvement Project

Assumes Current Market BQ AAA Rates plus 25 bps

## Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	CIF	Net New D/S	105% of Total	Assessments	Levy/(Surplus)
02/01/2018	-	-	5,256.61	5,256.61	(5,256.61)	-	-	-	-
02/01/2019	80,000.00	1.200%	9,655.00	89,655.00	-	89,655.00	94,137.75	32,566.25	61,571.50
02/01/2020	80,000.00	1.400%	8,695.00	88,695.00	-	88,695.00	93,129.75	31,528.78	61,600.97
02/01/2021	80,000.00	1.500%	7,575.00	87,575.00	-	87,575.00	91,953.75	30,491.32	61,462.43
02/01/2022	85,000.00	1.700%	6,375.00	91,375.00	-	91,375.00	95,943.75	29,453.85	66,489.90
02/01/2023	85,000.00	1.750%	4,930.00	89,930.00	-	89,930.00	94,426.50	28,416.39	66,010.11
02/01/2024	85,000.00	2.000%	3,442.50	88,442.50	-	88,442.50	92,864.63	27,378.91	65,485.72
02/01/2025	85,000.00	2.050%	1,742.50	86,742.50	-	86,742.50	91,079.63	26,341.45	64,738.18
<b>Total</b>	<b>\$580,000.00</b>	<b>-</b>	<b>\$47,671.61</b>	<b>\$627,671.61</b>	<b>(5,256.61)</b>	<b>\$622,415.00</b>	<b>\$653,535.75</b>	<b>\$206,176.95</b>	<b>\$447,358.80</b>

## Significant Dates

Dated	7/15/2017
First Coupon Date	2/01/2018

## Yield Statistics

Bond Year Dollars	\$2,665.78
Average Life	4.596 Years
Average Coupon	1.7882815%
Net Interest Cost (NIC)	2.0711258%
True Interest Cost (TIC)	2.0843080%
Bond Yield for Arbitrage Purposes	1.7847934%
All Inclusive Cost (AIC)	2.8510438%

# City of Falcon Heights, Minnesota

\$320,000 General Obligation Improvement Bonds, Series 2017A

Improvement Project Reimbursement

Assumes Current Market BQ AAA Rates plus 25 bps

## Net Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	CIF	Net New D/S	Fiscal Total
07/15/2017	-	-	-	-	-	-	-
02/01/2018	-	-	2,897.81	2,897.81	(2,897.81)	-	-
08/01/2018	-	-	2,661.25	2,661.25	-	2,661.25	-
02/01/2019	45,000.00	1.200%	2,661.25	47,661.25	-	47,661.25	50,322.50
08/01/2019	-	-	2,391.25	2,391.25	-	2,391.25	-
02/01/2020	45,000.00	1.400%	2,391.25	47,391.25	-	47,391.25	49,782.50
08/01/2020	-	-	2,076.25	2,076.25	-	2,076.25	-
02/01/2021	45,000.00	1.500%	2,076.25	47,076.25	-	47,076.25	49,152.50
08/01/2021	-	-	1,738.75	1,738.75	-	1,738.75	-
02/01/2022	45,000.00	1.700%	1,738.75	46,738.75	-	46,738.75	48,477.50
08/01/2022	-	-	1,356.25	1,356.25	-	1,356.25	-
02/01/2023	45,000.00	1.750%	1,356.25	46,356.25	-	46,356.25	47,712.50
08/01/2023	-	-	962.50	962.50	-	962.50	-
02/01/2024	45,000.00	2.000%	962.50	45,962.50	-	45,962.50	46,925.00
08/01/2024	-	-	512.50	512.50	-	512.50	-
02/01/2025	50,000.00	2.050%	512.50	50,512.50	-	50,512.50	51,025.00
<b>Total</b>	<b>\$320,000.00</b>	<b>-</b>	<b>\$26,295.31</b>	<b>\$346,295.31</b>	<b>(2,897.81)</b>	<b>\$343,397.50</b>	<b>-</b>

# City of Falcon Heights, Minnesota

\$320,000 General Obligation Improvement Bonds, Series 2017A

Improvement Project Reimbursement

Assumes Current Market BQ AAA Rates plus 25 bps

## Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	CIF	Net New D/S	105% of Total
02/01/2018	-	-	2,897.81	2,897.81	(2,897.81)	-	-
02/01/2019	45,000.00	1.200%	5,322.50	50,322.50	-	50,322.50	52,838.63
02/01/2020	45,000.00	1.400%	4,782.50	49,782.50	-	49,782.50	52,271.63
02/01/2021	45,000.00	1.500%	4,152.50	49,152.50	-	49,152.50	51,610.13
02/01/2022	45,000.00	1.700%	3,477.50	48,477.50	-	48,477.50	50,901.38
02/01/2023	45,000.00	1.750%	2,712.50	47,712.50	-	47,712.50	50,098.13
02/01/2024	45,000.00	2.000%	1,925.00	46,925.00	-	46,925.00	49,271.25
02/01/2025	50,000.00	2.050%	1,025.00	51,025.00	-	51,025.00	53,576.25
<b>Total</b>	<b>\$320,000.00</b>	<b>-</b>	<b>\$26,295.31</b>	<b>\$346,295.31</b>	<b>(2,897.81)</b>	<b>\$343,397.50</b>	<b>\$360,567.38</b>

## Significant Dates

Dated	7/15/2017
First Coupon Date	2/01/2018

## Yield Statistics

Bond Year Dollars	\$1,469.22
Average Life	4.591 Years
Average Coupon	1.7897436%
Net Interest Cost (NIC)	2.0728866%
True Interest Cost (TIC)	2.0860289%
Bond Yield for Arbitrage Purposes	1.7847934%
All Inclusive Cost (AIC)	2.8537881%



# City of Falcon Heights, Minnesota

\$177,128 General Obligation Improvement Bonds, Series 2017A

Assessments

2.0% over TIC - Equal Principal

## Assessments

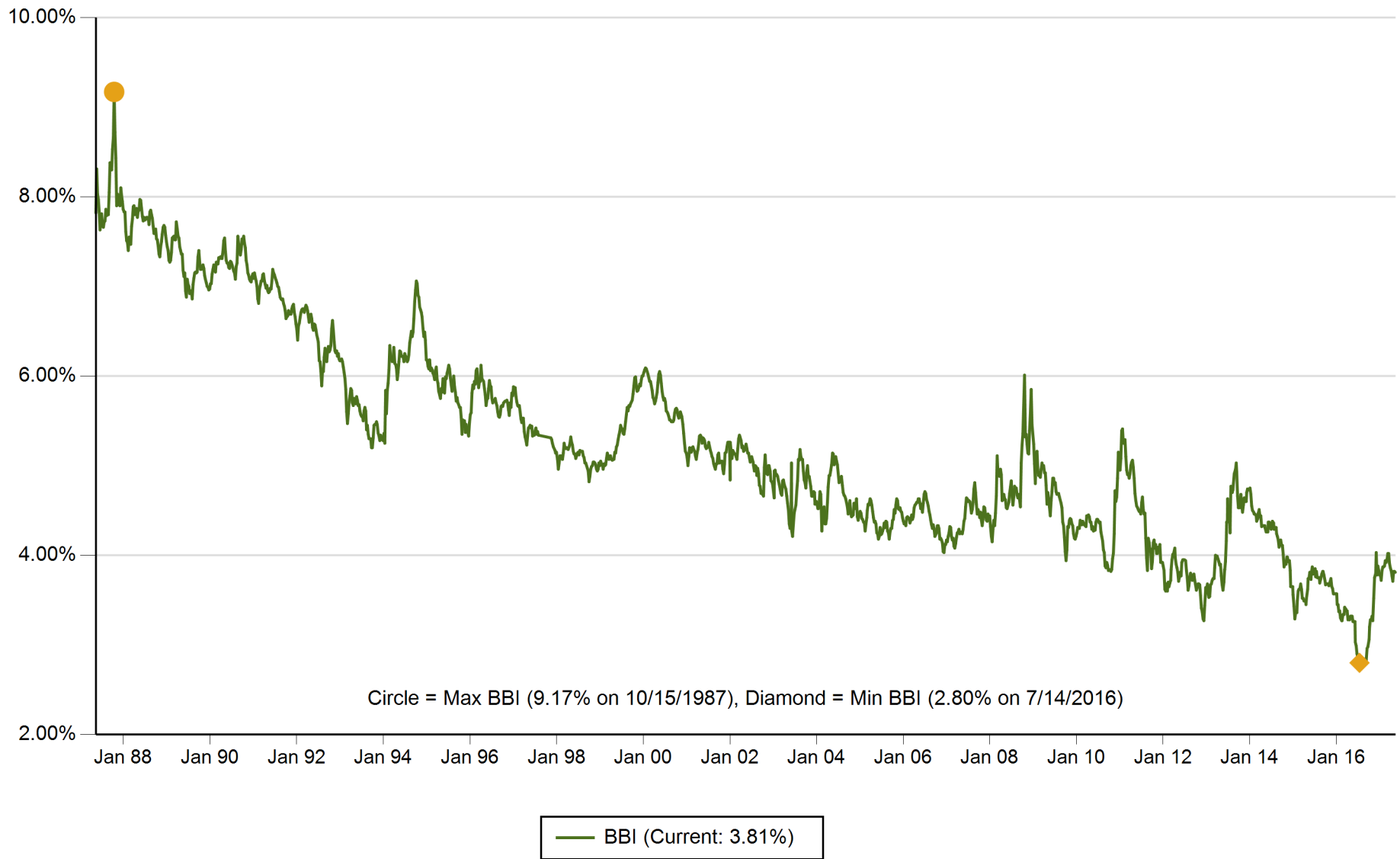
Date	Principal	Coupon	Interest	Total P+I
12/31/2018	25,304.00	4.100%	7,262.25	32,566.25
12/31/2019	25,304.00	4.100%	6,224.78	31,528.78
12/31/2020	25,304.00	4.100%	5,187.32	30,491.32
12/31/2021	25,303.99	4.100%	4,149.86	29,453.85
12/31/2022	25,303.99	4.100%	3,112.40	28,416.39
12/31/2023	25,303.99	4.100%	2,074.92	27,378.91
12/31/2024	25,303.99	4.100%	1,037.46	26,341.45
<b>Total</b>	<b>\$177,127.96</b>	<b>-</b>	<b>\$29,048.99</b>	<b>\$206,176.95</b>

## Significant Dates

Filing Date	1/01/2018
First Payment Date	12/31/2018

# 30 YEAR TREND IN MUNICIPAL BOND INDICES

## Weekly Rates May, 1987 - May, 2017



The Bond Buyer "20 Bond Index" (BBI) shows average yields on a group of municipal bonds that mature in 20 years and have an average rating equivalent to Moody's Aa2 and S&P's AA.

Source: *The Bond Buyer*

**CITY OF FALCON HEIGHTS  
COUNCIL RESOLUTION**

May 24, 2017

No. 17-21

-----  
Council Member \_\_\_\_\_ introduced the following resolution and moved its adoption:

**Resolution Providing for the Sale of  
\$900,000 General Obligation Improvement Bonds, Series 2017A**

- A. WHEREAS, the City Council of the City of Falcon Heights, Minnesota has heretofore determined that it is necessary and expedient to issue the City's \$900,000 General Obligation Improvement Bonds, Series 2017A (the "Bonds"), to finance the construction of the 2017 Street and Utility Improvements, and to reimburse the City for prior expenditures made in 2015 to improve various streets in the City; and
- B. WHEREAS, the City has retained Ehlers & Associates, Inc., in Roseville, Minnesota ("Ehlers"), as its independent municipal advisor for the Bonds in accordance with Minnesota Statutes, Section 475.60, Subdivision 2(9);

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

1. Authorization; Findings. The City Council hereby authorizes Ehlers to assist the City for the sale of the Bonds.
2. Meeting; Proposal Opening. The City Council shall meet at 7:00 p.m. on June 28, 2017, for the purpose of considering proposals for and awarding the sale of the Bonds.
3. Official Statement. In connection with said sale, the officers or employees of the City are hereby authorized to cooperate with Ehlers and participate in the preparation of an official statement for the Bonds and to execute and deliver it on behalf of the City upon its completion.

After full discussion thereof and upon a vote being taken thereon, the following City Council Members voted in favor thereof:

and the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.

Dated this 24<sup>th</sup> day of May, 2017.

Moved by:

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

Peter Lindstrom  
Mayor

LINDSTROM \_\_\_\_\_ In Favor  
BROWN THUNDER \_\_\_\_\_  
HARRIS \_\_\_\_\_ Against  
GUSTAFSON \_\_\_\_\_  
FISCHER \_\_\_\_\_

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

Sack Thongvanh  
City Administrator

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*The City That Soars!*

## REQUEST FOR COUNCIL ACTION

<b>Meeting Date</b>	May 24, 2017
<b>Agenda Item</b>	Policy G2
<b>Attachment</b>	N/A
<b>Submitted By</b>	Sack Thongvanh, City Administrator

<b>Item</b>	Falcon Heights Task Force on Policing and Inclusion – Policing Recommendations
<b>Description</b>	<p>On September 21, 2016, the City Council established the Falcon Heights Task Force which included nine members of residents or business owners in Falcon Heights.</p> <p>The charge for the Task Force on Inclusion and Policing is to articulate, affirm and operationalize our values as a community to be inclusive and welcoming environment for residents and guests of Falcon Heights, with an emphasis on policing values, policies, and procedures.</p> <p><b>Inclusion</b></p> <ul style="list-style-type: none"> <li>· Opportunities to strengthen inclusivity and recognize the importance of diversity.</li> </ul> <p><b>Policing</b></p> <ul style="list-style-type: none"> <li>· Data collection;</li> <li>· Emerging and best practices on police policy, procedures, and technology focusing on use of force and policies that help build trust;</li> <li>· Police training, especially implicit bias and de-escalation training; and</li> <li>· Community-based policing strategies to strengthen links with residents and guests.</li> </ul>
<b>Budget Impact</b>	N/A
<b>Attachment(s)</b>	<ul style="list-style-type: none"> <li>· Task Force Recommendations on Policing</li> </ul>

<b>Action(s) Requested</b>	
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May 3, 2017

Falcon Heights Mayor and Council Members,

Since the tragedy of Philando Castile's death on July 6 2016, our city was awakened to a deeper problem.

Thank you for having the humility to recognize that we needed to do deeper work and creating the task force. Thank you for your courage to empower 9 individuals with diverse opinions and experiences to investigate and thoroughly discuss the issues around policing and inclusion. This is a noteworthy charge.

And I also want to thank the task force members, the volunteer co-facilitators, the design team, the note takers and gatherers of data, the circle keepers, child care volunteers, FH Elementary, FH UCC, city staff, subject matter expert panelists, and all of the participants of this process. These individuals have served beyond tirelessly.

We've explored issues that are challenges being faced throughout the country. What we've done here is to attempt to focus it on how to bring this home to what we can manage in our own city.

You have charged us with the following:

"To articulate, affirm and operationalize our values as a community to be an inclusive and welcoming environment for residents and guests of Falcon Heights, with an emphasis on policing values, policies and procedures."

We recognize a need for greater personal responsibility that each community member has to practice our values and increase inclusivity. This is a vision of mutual transformative change. In the coming weeks you will hear more about the opportunities to increase inclusivity. I personally call this creating a culture of unity with diversity.

This vision is long term, and the details of how Falcon Heights continues to make this transformative change will be the work of other community members. We know that growth, understanding, and change can and does happen. A quick look at what steps the St. Anthony Police Department has taken since last July include the following:

- They and all of Ramsey County agencies have been documenting race data on all stops. All stops reference all police initiated stops of vehicle, bicycles, pedestrians, etc... In addition to race data, they have included gender, was a person searched and/or was a vehicle searched.
- They, along with all city staff have completed Anti-Bias Awareness training sponsored by Racial Equity Minnesota Network. As you are aware, our Falcon Heights and the Lauderdale Cities staff joined in this training.
- This month they will be working with the DOJ and a local police department in bringing Procedural Justice training as it relates to Use of Force and Officer Safety to our Police Officers.
- In September all police personnel will attend Fair and Impartial Police training. The Office of Community Orientated Policing Services (COPS Office) has announced they will support the implementation of Fair and Impartial Policing (FIP) training for the St. Anthony Police Department. The "Fair & Impartial Policing" training program applies the modern science of bias to policing; it trains officers on the effect of implicit bias and gives them the information and skills they need to reduce and manage their biases. The curricula addresses, not just racial/ethnic bias, but biases based on other factors, such as gender, sexual orientation, religion, socio-economic status and so forth.
- As you know, they have worked with our City Administrator to assess all complaints and stories of police misconduct lodged by individuals from the broader community.
- They will be rolling out a social media public communication platform in the coming months and have received technical assistance from the DOJ.
- They are also looking at "lunch with a Cop" opportunities at local schools.
- Police Chief Mangseth has stated that he would like to encourage future community conversations, within Falcon Heights, that include local law enforcement and the Falcon Heights community leaders, residents and staff. He believes there has been great value in the community conversations.

Change does happens. We are on that path.

The recommendations of the task force being presented to you set a direction that seeks to align policing with community values. These recommendations are not prescriptive detailed proposals, rather they are presented as end goals with some ideas of how they could be implemented. To better understand these recommendations it is important to review the Statement of Community Values as they are the fabric of our community.

Sincerely,

Inclusion and Policing Task Force Co-Chairs  
Melanie Leehy  
Council Member Randy Gustafson



*Falcon Heights Task Force on Policing & Inclusion*

***Report to City Council Conveying Recommendations on Policing***

May 3, 2017

**About these Recommendations**

These recommendations lay out a set of goals for policy implementation and change relating to restoring mutual safety and trust for community members and police. The Task Force on Inclusion and Policing was charged by the City Council of Falcon Heights to articulate our values as a community to be inclusive and welcoming environment for residents and guests of Falcon Heights, with an emphasis on policing values, policies and procedures, and to recommend policies and programs to improve policing and inclusion.

We have deliberated thoughtfully to fulfill our charge, including by gathering extensive community feedback (through four community conversations, the results of which are summarized on the City website) and by consulting with subject matter experts in four priority areas (policing, police-community relationships, citizen oversight boards, and joint powers authorities).

The following recommendations set forth goals and frameworks for strengthening the realization of community values for public safety and policing. We preface them with a few caveats about what they do *not* include:

- § We recognize that some of the following practices are already common practice in some police departments, while others are quite new. Collectively, we believe these practices are good foundations for ongoing, continual improvement in policing.
- § Our charge includes making recommendations on inclusion more broadly, as well as on policing specifically. In about a month, the Task Force will convey its recommendations for additional work on transforming our community to continually combat stereotyping and prejudice and advance mutually respectful relationships and inclusion of all.
- § We recognize that there is much work to be done to spell out the operational details for implementing these policing recommendations. In some cases, we are able to convey some more detailed implementation suggestions based upon the input of our expert panels and our review of the literature, although generally such work probably exceeds our domain of expertise and our compressed timeframe as a Task Force comprised of community volunteers. Furthermore, the police department serving Falcon Heights should be involved in sorting out the finer aspects of implementation. Clearly, however, the Task Force is invested in the accomplishment of these goals, and we ask the City Council to commit to implementation. Specifically, we suggest the City promptly enter into an agreement with subject matter experts in equity, policing, and public policy to work with the City Council and police department to develop a 2-year work plan and a 5-year strategy to implement these recommendations.

## Culture and Values

**Anti-discrimination culture.** Everyone – residents, city government leaders, police officers, and others - need to actively acknowledge the long history and current reality of racism and other forms of discrimination in our country. In City Council meetings, community conversations, and our Task Force meetings, many people have spoken to their lived experience of stereotyping and bias, yet privilege allows some people to even deny that stereotyping and bias exist and are problems. The Task Force was charged to look at policing. We recognize that policing reform is needed in our country. However, we emphasize also the need for work throughout the community to recognize and address inequity, injustice, and discrimination. (The Task Force is still developing recommendations on the broader topics of building a culture of inclusion, confronting racism, and restorative justice. We present these separately to the City Council in May.)

**Respect for Life.** Respect for life and minimizing harm to all are our highest priorities in public safety and policing. The mutual safety and well-being of the public and police officers are essential.

**Community Values.** Our community, including our public safety officers, should uphold and advance all of our community values. A statement of these values should be included in any contract for police services.

**Anti-profiling.** Policing patterns that could be construed as profiling are contrary to our community values and damage community-police trust and the protection of everyone’s well-being. We strongly affirm the obligation to treat all people fairly and equally under the law, without discrimination on the basis of race, color, creed, religion, national origin, gender, marital status, familial status, disability, public assistance status, age, or sexual orientation.

## Police-Community Relationships

**Mutual Safety through Mutual Trust.** We care about mutual safety of community members and officers, and feel this is enhanced through mutual trust. We want to know our officers, to have them know and be attached to our community, and for community members to feel protected by police and officers to feel that our community is a desirable and safe duty location. Falcon Heights should continue to have law enforcement officers who work routinely in Falcon Heights and get to know our community. The city’s website should include a link to photos and short introductions to officers working in Falcon Heights, to help residents and visitors become familiar with the officers serving our community.

**Ownership.** Falcon Heights needs to have significant authority with the police department serving our community, beyond annual reporting. This is a foundation for realizing all of the implementation recommendations we are making, particularly when it comes to building strong community-police relationships and trust, living our community values, and training. It is also an essential foundation to ensure that city leaders may respond in a timely and effective fashion if there is a serious (acute or persistent) concern about a public safety issue or policing performance.

**Community engagement.** We recommend several actions to build mutual trust and appreciation and to reduce separation between “the community” and “the police” and to break down “us vs. them” boundaries. Police supervisors’ and officers’ duties should include participating regularly in community conversations involving the interested public and police and other community events. We recommend that the police department frequently host workshops (with the public or with culturally competent liaisons who will work directly with diverse communities) to explain what people’s civil rights are, in the event that they should have an interaction with police. This is a relationship-building opportunity to build trust through positive interactions and very visibly demonstrating the police department’s commitment to civil rights. Similarly, we recommend that be community-led and community-oriented trainings, for police officers and any interested member of the public, to familiarize officers with the challenges that residents and visitors face when it comes to public safety or policing. (Please refer to the full set of training recommendations, below.)

**Community-Police Commission:** This is a structure, independent of the police department, to enable ongoing communication and relationship-building, timely response to emerging problems in public safety and policing, and advocacy for changes in policies and resources to advance continual improvements in public safety and policing. It is not a structure for performing investigations of complaints about police misconduct. While a majority of members should be from the community, we strongly encourage the involvement of a senior member of the police department and preferably at least one other police officer in every meeting, to facilitate mutual learning from one another’s knowledge and experiences about the contexts of crime and policing, to build relationships and trust, and to have shared ground for working together on culture change to improve mutual safety and trust.

The three purposes of the Community-Police Commission are:

- § To serve as a channel for community members to give positive or negative feedback or register complaints on police conduct. As an entity independent of the police department, this committee provides an alternative option for anyone who would prefer not to present their feedback directly to the police department. In addition, this provides a forum for conveying concerns that may not reach the threshold for a full investigation by the internal affairs unit of the police department, yet nonetheless deserve attention. This function of the Commission allows those issues to become visible and get attention. If the Commission detects a pattern in these reports, it should offer recommendations to respond to the problem.
- § To support public safety by monitoring trends in public safety and policing. At least quarterly, the committee should receive and review the department’s aggregate data on crime, enforcement activities, complaints, and critical incident reports. This provides a mechanism for timely detection of emerging trends regarding public safety, biases or other problems in enforcement, and other issues. If issues are found, the Community-Police Commission might respond by continuing to monitor or by recommending to the City Council that they negotiate with the police department to make changes – for example, in programs, training, staffing, equipment, or budgets – to improve public safety and policing.
- § To safeguard the procedural integrity of the police department’s internal affairs process for investigating and resolving complaints. We believe that it is in everyone’s interest to have an

investigation system that is trusted for investigating complaints in a timely and procedurally fair way; this is essential to trust in the police department and to the safety of the community and officers. At least quarterly, the committee should receive a report on all police conduct investigations, at a level of detail to protect confidential information and yet permit monitoring of the completeness and timeliness of police conduct investigations and yet with sufficient transparency to reveal any persistent pattern of complaints about particular types or locations of policing activity or officers. At least annually, the Community-Police Commission should make a written report to the City Council and police department about whether programs and resources for training and the complaint handling procedure should be sustained or changed.

The Commission needs to have teeth to accomplish any of these goals. The reviews it makes of complaints, trends, and the procedural integrity of the police department must be consequential for the Commission to have legitimacy and trust. That means that any recommendations that come of these reviews should need to be acted on with fidelity to the purposes they are meant to accomplish. It is hoped that direct communication between the civilian members and police department representatives would proactively and easily resolve any issues. However, the Commission might sometimes also report concerns or make recommendations – for example, for changes in community programs, training, staffing, equipment, or budgets – to City Council, in its capacity as a steward for the wellbeing of community members and employees (or contracted employees), authorizer of the policing contract, and decision-maker about policies and budgets. We request that the City Council support well substantiated recommendations made by the Commission. If the City Council subsequently acts on the Commission recommendations by making a request to the police department, and the police department does not respond by implementing the request or by explaining its inability to do so, the police department should be considered to be out of compliance with its contract with the City of Falcon Heights.

## **Training and Capacity**

**Mental health for mutual safety and well-being.** The city should arrange to have, on call at all times, professionals with extensive training in social work or mental health to provide timely support for de-escalation of policing situations, support for the mental health of police officers, and mental health assistance to community members interacting with the police.

**Training:** Officers should have regular, high-quality training to build their capacity for de-escalation of themselves and others and for recognizing and preventing bias (including implicit bias). As mentioned above, community-led and community-oriented training about the challenges that community members face in public safety and policing is a key component of strengthening community-police relationships generally, as well as for building police officers' skills for community engagement. the content of these workshops might include, for example, training on bias, matters relating to race, community-led guidance about cultural norms for interacting respectfully with diverse groups in Falcon Heights, or the historic origins of some persistent prejudices or disparities. We strongly suggest that these forms of capacity building should receive attention on a par with the more conventional forms of required training for law

enforcement officers (e.g., on use of force or procedures for emergency vehicle operations). Training for what is sometimes called a “warrior” mindset does not serve our community values and the mutual safety and trust of the public and officers.

**Hiring and workforce.** The police department should continually strive to have a diverse workforce, preferably one that reflects the diversity of residents and visitors in Falcon Heights.

## **Data and Transparency**

**Data collection:** The police department should collect comprehensive data on all police interactions and crime. Emerging research on best practices for building police-community trust suggest it is especially beneficial to collect these types of data: basic demographic information; the public safety concern, location, and context; the incident outcome (e.g., information given, warning issued, citation); and whether the suspect(s) had weapons. Summary reports should be made monthly to the City Council and published on the City’s website in as much detail as possible without violating privacy.

**Public Feedback:** The City of Falcon Heights should gather public feedback on policing through at least three mechanisms:

- § In every interaction, police officers should give the person with whom they are interacting a card that identifies the officer by name and provides a phone number and website to submit feedback (positive or negative), questions, suggestions, or complaints. Assuming the Community-Police Commission is instituted, it should be listed as an option, independent of the police department, to provide feedback.
- § On an annual basis, the city should conduct a survey of households to solicit feedback on policing.
- § At least semi-annually, the City Council, police department, and public should hold community conversations to enable continued communication about community values, public safety issues, and positive or negative feedback on policing.

**Serious incidents:** To build community trust, if serious incidents occur (e.g., public safety emergency, officer-involved shooting, or a serious allegation of police misconduct), the police department and City of Falcon Heights should communicate as promptly, thoroughly, and openly as possible.

## **Priorities for Policing Activity**

**Respect for all** is the foundation for policing in our community. The highest priorities for policing activity are:

- § **Emergency response** to 911 calls and violent crimes are the highest priorities.
- § **Community policing.** Officers need to get to know people. Some steps to engage with people in non-enforcement activities include getting out of their cars, participating in community events, etc.

- § **Cultural competence and community engagement:** In an effort to build relationships, training for cultural competency must be linked with positive cultural and community engagement to build relationships.
- § **Informative policing.** In enforcement-related interactions, officers should promptly inform the individuals(s) involved about why they are being stopped (e.g., to explain that they were observed running a stop sign). This should improve compliance with laws, the safety of the public and officers, and community-police trust.
- § **Traffic policing:** Dangerous moving violations are high priority. Policing for other motor vehicle violations is a lower priority, and the policy for these should be to issue a warning. We recommend the City explore opportunities to proactively intervene in downward cycles associated with fines for minor violations. For example, the City might consider forgiveness options for fees for some offenses, or invest in a program -- like the Lights on! program found in several Twin Cities communities – which provides drivers with financial assistance to take care of minor problems with vehicle equipment compliance.

**Property crimes**, although they are one of the most commonplace crimes in Falcon Heights, were not mentioned as a priority during community conversations. We do not assume that it is a low priority; possibly people did not mention it because they take this kind of policing for granted. This reinforces the value of our recommendations about data reporting and public safety trend monitoring to communicate and respond to public safety concerns and policing activities.

## **Ownership**

Ultimately the City Council has authority and responsibility for keeping a contract with SAPD or moving to some other arrangement. In early April 2017, the City Council instructed the city administrator to begin a Request for Interest from other potential providers.

Many comments were submitted at the community conversations to the effect that increasing ownership and ensuring that the police department respects community values are more important than the specific structure of the arrangement.

When participants in the community conversations were asked to express and explain their preferences for different organizational arrangements for policing, the option of issuing a new Request for Proposals to contract a police department received much greater support than any other option. Two other options - renegotiating with SAPD (which received some support, while some people completely opposed it) or constituting a shared police department through a joint powers agreement – were less well supported. There was very little support for creating a police department just for Falcon Heights.

On the basis of our consultations with subject matter experts and the literature on organizational options for policing, we recommend constructing the contract to:

- § Articulate community values as the foundation for public safety and policing.
- § Emphasize mutual safety through mutual trust. Build structure and routines for regular communication, mutually responsive consultation and problem-solving, and ongoing relationship-building between the community, city leadership, and police department.

- § Affirm the importance of ongoing, high-quality training – specifically including the forms of training on implicit bias, de-escalation, and community-oriented training on community experiences and to build cultural competence – and provide resources for this.
- § Ensure mechanisms for data collection and sharing, accountability, and compliance.
- § Provide clear and compelling consequences for non-compliance with the contract, which should be designed to incentivize a prompt remedy to problems, but if necessarily also provide an option to exit.