

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

AGENDA
April 12, 2006

- A. CALL TO ORDER: 7:00 PM
- B. ROLL CALL: GEHRZ ____ KUETTEL ____ HARRIS ____
 LINDSTROM ____ TALBOT ____
 WORTHINGTON ____ KREUSER ____
- C. PRESENTATION:
- D. APPROVAL OF MINUTES: March 22, 2006 **TAB 1**
- E. PUBLIC HEARINGS:
- F. CONSENT AGENDA:
 - 1. General Disbursements through 4/6/06: \$121,691.94
 Payroll through 3/31/06: \$13,901.73 **TAB 2**
 - 2. 2006 License Approval **TAB 3**
 - 3. Joint Cooperation Agreement with Ramsey County HRA **TAB 4**
 - 4. Award bid for Roselawn Ave Reconstruction **TAB 5**
 - 5. Award bid and order improvement for Contract C Improvements **TAB 6**
- G. POLICY AGENDA:
 - 1. Consideration of contract with Saint Anthony Village for police services **TAB 7**
 - 2. **ADDENDUM: Consideration of a contract with the Aimee Gourlay of the
Mediation Center for Dispute Resolution at Hamline University** **TAB 8**
- H. COMMUNITY FORUM:
- I. INFORMATION/ANNOUNCEMENTS:
- J. ADJOURN:

City of Falcon Heights
Regular Meeting of the City Council
March 22, 2006

Members present: Mayor Gehrz, Council members Talbot, Lindstrom and Harris, City Administrator Worthington, Assistant City Administrator/Deputy Clerk Kreuser, various city commissioners. Members absent: Council member Kuettel

Mayor Gehrz called the meeting to order at 7:00 p.m.

Presentations:

The Neal Kwong Youth Citizenship Awards were given to Kelsey McCoy in the 12-15 age group and Christina Vernon in the 16-19 age group. Laura Kwong and Alan Kwong awarded the teens and thanked them for their service to the City. Both winners also made short speeches about why volunteering is so important. Mayor Gehrz closed by congratulating Ms. McCoy and Ms. Vernon on their great work to the City.

The minutes from the March 8, 2006 city council meeting were approved.

Consent Agenda:

Council member Lindstrom moved to approve the following four items. The motion passed unanimously.

1. General Disbursements through 3/16/06: \$94,702.99
Payroll through 3/15/06: \$14,388.66
2. Approval of licenses
3. Approval of renewal contract with SafeAssure Consultants, Inc. for OSHA training and safety management
4. Resolution 06-08 prohibiting parking on Roselawn Avenue

Policy Agenda:

The Mayor asked for a brief report from the five city commissions and stated the reports were a chance for the council to recognize their hard work over the past year.

1. Parks and Rec Commission – Chair Chuck Long.

Commissioner Jim Albans was also present. Commissioner Long announced the parks and recreation programs are growing, with yoga a very popular addition this year. He stated the City has gotten requests for more early childhood programs. In the past year, Long said the commission has re-vamped the field use policy and fee structure for rentals. Lastly, he thanked City staffers Greg Hoag and Lisa Anderson for their work with the commission.

2. Planning Commission – Chair Pat Ryan.

Commissioners Rich Rodich and Jim DeLeo were also present. Commissioner Ryan stated the main project has been the zoning ordinance and various variance requests over the past year. He said the recodification will be on the front burner in the coming year, along with the drive-through study.

3. Neighborhood Commission – Chair Robert Thompson.

Commissioners Kris Grangaard and Laura Kwong were also present. Commissioner Thompson thanked Grangaard for her years of service as chair of the commission, but stated he is so glad

she is still on the commission as a member. Thompson added Dan Johnson Powers and Sue Majerus have stepped down, so the commission would be happy to take applications for new members.

Thompson said the commission is currently working on a success measures plan and will hopefully bring it before the council in the next couple months. He summarized the events in 2006 so far by telling the council about the pandemic flu training and the CERT/liaison get-together back in January.

Commissioner Kwong added the commission has been putting together a “Treasures of Falcon Heights City Tour” to be held May 13, 2006 featuring various architectural and public buildings in the City.

4. Human Rights Commission – Commissioner Colette Campbell-Stewart

Commissioner Campbell-Stewart stated the commission has been busy working on a bias/hate response plan. She added a brochure has been printed to share with residents. The joint meeting in January with the CERT/liaison groups was a good time to focus on the changing demographics of the City, and she stated the commission is currently working on getting the brochure out to everyone.

5. Environment Commission – Commissioner Susan Harding

Commissioner Harding stated the commission is busy gathering information on several projects including the Bell Museum, the community garden, and water issues including run-off. She added the commission is looking for new members.

Information/Announcements:

Council member Talbot notified residents of the Communications Commission scholarships available. Applications will be taken through April 14, 2006.

Mayor Gehrz announced the process for the hiring of a new city administrator that was decided on during the March 16, 2006 special council meeting. She asked for residents input on the interview questions.

Mayor Gehrz adjourned the formal meeting at 8:10 p.m. and the commissioners present retired to the back of the chambers to talk about the comp plan update.

Comp Plan Discussion:

Jim Solem gave extensive background on the Met Council and the reasoning and history of comprehensive planning. Commissioners then were given an update on the process for the updating by Mayor Gehrz and Administrator Worthington. The commissioners will be sent a copy of the current plan, and they are encouraged to make suggestions on the sections that are of interest to their commission.

Respectfully submitted,

Stacey Kreuser
Assistant City Administrator/Deputy Clerk

ITEM: **Disbursements and Payroll**

SUBMITTED BY: **Roland O. Olson, Finance Director**

REVIEWED BY: **Heather Worthington, City Administrator**

EXPLANATION:

1. General Disbursements through 4/6/06: \$121,691.94
2. Payroll through 3/31/06: \$13,901.73

ATTACHMENTS:

- General Disbursements
- Payroll

ACTION REQUESTED:

- Approval

APPROVAL OF BILLS
 PERIOD ENDING: _4-6-06

CHECK#	VENDOR NAME	DESCRIPTION	DEPT.	AMOUNT
	GREATER METROPOLITAN	06 HOUSING RESOURCE CTR	LEGISLAT	5,000.00
	LEAGUE MN CITIES INS TRST	06 OPEN MEETING LAW	LEGISLAT	413.00
	*** TOTAL FOR DEPT 11			5,413.00
	ALLEGRA PRINT & IMAGING	ENVELOPES/BULK MAILING	ADMINIST	481.96
	ALLEGRA PRINT & IMAGING	CAFR REPORT COVERS	ADMINIST	99.33
	ALLEGRA PRINT & IMAGING	BUSINESS CARDS-STACEY	ADMINIST	104.14
	AMERICAN OFFICE PRODUCTS	LASER CARTRIDGE:PRINTER	ADMINIST	149.09
	AMERICAN OFFICE PRODUCTS	LASER CARTRIDGE	ADMINIST	91.90
	AMERICAN OFFICE PRODUCTS	PENS/PADS/CALCULATOR/POS	ADMINIST	256.78
	AMERICAN OFFICE PRODUCTS	GLUESTICKS/TAPE	ADMINIST	32.58
	ANDERSON, LISA	1ST QTR MILEAGE REIMB	ADMINIST	63.19
	CASH	CERTIFIED POSTAGE&STAMPS	ADMINIST	15.88
	CASH	1ST Q MILEAGE REIMB PAT	ADMINIST	9.35
	STACEY KREUSER	REIMB:AWARD CEREMONY EXP	ADMINIST	25.05
	LEAGUE MN CITIES INS TRST	06 EXCESS LIABILITY INS	ADMINIST	4,431.00
	LEAGUE MN CITIES INS TRST	06 GEN CITY LIABILITY	ADMINIST	16,124.00
	LEAGUE MN CITIES INS TRST	06 EMPLOYEE DISHONEST BD	ADMINIST	361.00
	METROPOLITAN AREA MANAGE-	MAMA NOON MEETING EXPS	ADMINIST	18.00
	MINNEAPOLIS PAPER COMPANY	LASER/COPY PAPER	ADMINIST	74.53
	MUNICI-PALS	06 MEMBERSHIP	ADMINIST	25.00
	OLSON,ROLAND	1ST QTR MILEGE REIMB	ADMINIST	22.25
61721	PERA	MAR 31ST PERA WITH	ADMINIST	1,891.98
	WORTHINGTON,HEATHER	REIMB:CANCELLED REGISTRA	ADMINIST	55.00
	*** TOTAL FOR DEPT 12			24,332.01
	KERN, DEWENTER, VIERE LTD	INTERIM AUDIT FEE	FINANCE	11,000.00
	*** TOTAL FOR DEPT 13			11,000.00
	AWARDS BY HAMMOND	NEAL KWONG AWARD ENGRAVG	COMMUNIC	15.61
	CASH	PINE CONES FOR DEAD WTR	COMMUNIC	17.04
	CASH	TICKETS/PLASTIC SUPPLIES	COMMUNIC	9.56
	NORTH SUBURBAN ACCESS CO.	REIMB:MAUREEN CABLE WORK	COMMUNIC	180.00
	CITY OF ROSEVILLE	APR/06 TECH SUPPORT	COMMUNIC	725.00
	CITY OF ROSEVILLE	APR/06 IP TELEPHONY	COMMUNIC	208.33
	*** TOTAL FOR DEPT 16			1,155.54
	FIRE MARSHALS ASSOC OF MN	2006 MEMBERSHIP	PLANNING	45.00
61719	GOVERNMENT TRAINING SERV.	COMPREHENSIVE PLAN CONF	PLANNING	125.00
61720	MN NCPERS LIFE INSURANCE	APR/06 JONES INSURANCE	PLANNING	16.00
61722	PAKOY, GENE	1ST QTR MECHANICALS	PLANNING	2,875.60
	CORNEJO CONSULTING	MORATORIUM:DRIVE THRU	PLANNING	1,360.00
	*** TOTAL FOR DEPT 17			4,421.60
	XCEL ENERGY	ELECTRICITY	EMERGENC	7.46
	NEXTEL COMMUNICATIONS, INC	CELL PHONE	EMERGENC	14.01
	NEXTEL COMMUNICATIONS, INC	CELL PHONE	EMERGENC	19.14
	NEXTEL COMMUNICATIONS, INC	CELL PHONE	EMERGENC	45.84
	*** TOTAL FOR DEPT 21			86.45
	CITY OF ST ANTHONY	APRIL/06 POLICE SVCS	POLICE	41,035.08
	*** TOTAL FOR DEPT 22			41,035.08
	JACK J AUGER SR	FIRE INSPECTION MILEAGE	FIRE FIG	6.68

APPROVAL OF BILLS
 PERIOD ENDING: _4-6-06

CHECK#	VENDOR NAME	DESCRIPTION	DEPT.	AMOUNT
	AMERIPRIDE LINEN&APPAREL	LINEN CLEANING FIRE HALL	FIRE FIG	26.75
	AMERICAN OFFICE PRODUCTS	HP INKJET CARTIDGES	FIRE FIG	90.48
	CITY OF ST PAUL	REPAIR TURNOUT COAT	FIRE FIG	69.33
	FIRE EQUIPMENT SPECIALTIE	SCBA REPAIRS	FIRE FIG	188.95
	PATRICK GAFFNEY	REIMB:FIRESCHOOL ROCHSTR	FIRE FIG	251.94
	DEEP ROCK WATER COMPANY	H20 & COOLER RENTAL	FIRE FIG	40.00
	HINRICHS,RICH	1ST QTR FIRE HALL CLEANG	FIRE FIG	325.00
	HENN TECH COLLEGE	HAZMAT OPERATIONS TNG	FIRE FIG	544.34
	LEAGUE MN CITIES INS TRST	06 FIRE BLDG/CONTENTS	FIRE FIG	881.00
	LEAGUE MN CITIES INS TRST	06 FIRE VEHICLES(LIAB&PH	FIRE FIG	10,673.00
	METRO FIRE	SCBA FACE MASKS REPAIRS	FIRE FIG	971.60
	MN VETERINARY MED ASSOC	BASIC ANIMAL RESCUE TNG	FIRE FIG	300.00
	OXYGEN SERVICE COMPANY	BREATHING AIR 3 TANKS	FIRE FIG	88.54
	RAMSEY CTY FIRE CHIEFS	FIRE CHIEFS/ ANNUAL BANQ	FIRE FIG	105.00
	FIREHOUSE MAGAZINE	2YR SUBSCRIPTIONS	FIRE FIG	52.00
	NEXTEL COMMUNICATIONS,INC	CELL PHONES FIRE DEPT	FIRE FIG	153.19
	*** TOTAL FOR DEPT 24			14,767.80
	ALLIED WASTE SERVICES	SOLID WASTE CHARGES	CITY HAL	298.90
	ALLIED WASTE SERVICES	COUNTY CEC CHRGS	CITY HAL	157.91
	ALLIED WASTE SERVICES	SOLID WASTE MGMT TAX	CITY HAL	50.65
	HOAG, GREG	REIMB: MARCH MILEAGE	CITY HAL	82.77
	BOARD OF WATER COMMISSNRS	H20	CITY HAL	1.72
	BOARD OF WATER COMMISSNRS	S.S.	CITY HAL	1.53
	CASH	MOUSE TRAPS/KITCHEN SUPP	CITY HAL	26.97
	CINTAS CORPORATION #470	RUG SVC CITY HALL	CITY HAL	79.30
	CINTAS CORPORATION #470	RUG SVC CITY HALL	CITY HAL	79.30
	DEEP ROCK WATER COMPANY	H20 & COOLER RENTAL	CITY HAL	41.25
	LEAGUE MN CITIES INS TRST	06/CITY HALL BLDG/CONTNT	CITY HAL	881.00
	LEAGUE MN CITIES INS TRST	06 PAVILION	CITY HAL	495.00
	LEAGUE MN CITIES INS TRST	06 MOBILE PROPERTY	CITY HAL	1,342.00
	XCEL ENERGY	GAS	CITY HAL	660.33
	SAMS CLUB DISCOVER CARD	06 SAM'S CLUB MEMBERSHIP	CITY HAL	35.00
	SUBURBAN ACE HARDWARE	FASTENERS AND GLASS	CITY HAL	25.44
	TERMINIX	PEST CONTROL CITY HALL	CITY HAL	47.93
	NEXTEL COMMUNICATIONS,INC	CELL PHONE	CITY HAL	14.01
	*** TOTAL FOR DEPT 31			4,321.01
	CASH	TRACTOR FILTER/ JD	STREETS	18.16
	LEAGUE MN CITIES INS TRST	06 STREET LIGHTS	STREETS	1,797.00
	LEAGUE MN CITIES INS TRST	06 OTHER VEHICLS(LIAB&PH	STREETS	708.00
	M-R SIGN COMPANY INC	STREET SIGNS	STREETS	436.81
	XCEL ENERGY	ELECTRICITY	STREETS	7.97
	XCEL ENERGY	ELECTRICITY	STREETS	31.64
	XCEL ENERGY	ELECTRICITY	STREETS	33.06
	OREILLY AUTO PARTS	EXHAUST TAILPIPE/JD 4310	STREETS	46.25
	SCHARBER & SONS	JD REPAIR PARTS	STREETS	102.55
	SUBURBAN ACE HARDWARE	FASTENERS	STREETS	16.44
	NEXTEL COMMUNICATIONS,INC	CELL PHONE	STREETS	19.14
	*** TOTAL FOR DEPT 32			3,217.02
	BOARD OF WATER COMMISSNRS	H20	PARK & R	46.26
	BOARD OF WATER COMMISSNRS	S.S.	PARK & R	26.04

} 2 separate invoices

APPROVAL OF BILLS
 PERIOD ENDING: _4-6-06

CHECK#	VENDOR NAME	DESCRIPTION	DEPT.	AMOUNT
	LEAGUE MN CITIES INS TRST	06 PARKS BLDG/CONTENTS	PARK & R	5,129.00
	LEAGUE MN CITIES INS TRST	06 GROVE PLAYGROUND EQUIP	PARK & R	344.00
	LEAGUE MN CITIES INS TRST	06 GAZEBO CURTISFIELD	PARK & R	248.00
	XCEL ENERGY	ELECTRICITY	PARK & R	26.37
	XCEL ENERGY	ELECTRICITY COMM PK	PARK & R	726.45
	SCHARBER & SONS	JD REPAIR PARTS	PARK & R	102.46
	SUBURBAN ACE HARDWARE	PAINT ROLLERS/FUEL STABL	PARK & R	36.07
	QWEST	PARKS TELEPHONE	PARK & R	111.28
	NEXTEL COMMUNICATIONS, INC	CELL PHONE	PARK & R	16.15
	NEXTEL COMMUNICATIONS, INC	CELL PHONE	PARK & R	16.15
	*** TOTAL FOR DEPT 41			6,828.23
	ANDERSON, LISA	3 RECREATION BOOKS	PARK PRO	64.43
	CASH	CLAY PROJECT KILN FIRING	PARK PRO	32.12
	*** TOTAL FOR DEPT 50			96.55
	WASTE MANAGEMENT-BLAINE	MAR/06 RECYCLING	SOLID WA	2,592.80
	*** TOTAL FOR DEPT 56			2,592.80
	AMERICAN OFFICE PRODUCTS	OFFICE SHREDDER	GENERAL	468.07
	HEWLETT PACKARD	HP 2420 LASERJET PRINTER	GENERAL	883.95
	*** TOTAL FOR DEPT 63			1,352.02
	FIRE EQUIPMENT SPECIALTIE	4 FIRE HOSES	FIRE & R	435.00
	FIRE EQUIPMENT SPECIALTIE	SOFT SUCTION HOSE	FIRE & R	214.97
	*** TOTAL FOR DEPT 64			649.97
	MUSKA ELECTRIC	DISCONNECT SCHL RINK BLD	PUBLIC W	135.00
	*** TOTAL FOR DEPT 65			135.00
	XCEL ENERGY	ELECT LIFT STATION	SANITARY	25.33
	FASTSIGNS	CITY NAME&LOGO-NEW TRK	SANITARY	224.25
	NEXTEL COMMUNICATIONS, INC	CELL PHONE	SANITARY	38.28
	*** TOTAL FOR DEPT 75			287.86
	*** TOTAL FOR BANK 01			121,691.94
	*** GRAND TOTAL ***			121,691.94

C H E C K R E G I S T E R

CHECK TYPE	CHECK DATE	EMPLOYEE NAME NUMBER	CHECK NUMBER	CHEC AMOUN
COM	3 30 06	6 SUSAN GEHRZ	62533	5.57
COM	3 30 06	12 LAURA A. KUETTEL	62534	277.05
COM	3 30 06	13 PETER C. LINDSTROM	62535	277.05
COM	3 30 06	14 RICHARD P TALBOT JR	62536	7.00
COM	3 30 06	16 PAMELA M. HARRIS	62537	277.05
COM	3 30 06	34 CLEMENT KURHAJETZ	62538	340.04
COM	3 30 06	40 KEVIN ANDERSON	62539	60.03
COM	3 30 06	74 MARK J ALLEN	62540	184.70
COM	3 30 06	91 RICHARD H HINRICHS	62541	66.35
COM	3 30 06	97 PATRICK GAFFNEY	62542	92.35
COM	3 30 06	98 BRADLEY J. REZNY	62543	91.12
COM	3 30 06	1003 HEATHER WORTHINGTON	62546	2126.15
COM	3 30 06	1007 PATRICIA PHILLIPS	62547	519.17
COM	3 30 06	1008 STACEY T. KREUSER	62548	1185.12
COM	3 30 06	1015 GREGORY R. HOAG	62549	1802.60
COM	3 30 06	1016 LISA A. ANDERSON	62550	1090.57
COM	3 30 06	1033 DAVE TRETSVEN	62551	1341.65
COM	3 30 06	1035 JOSEPH J. AUGER SR	62552	236.12
COM	3 30 06	1038 DEBORAH K JONES	62553	1243.00
COM	3 30 06	1136 ROLAND O OLSON	62554	1470.00
COM	3 30 06	1140 ROBERT M PILGRIM	62555	349.00
COM	3 30 06	1143 COLIN B CALLAHAN	62556	750.50
COM	3 30 06	2012 KIMBERLY A. KUHENS	62557	62.30
COM	3 30 06	2046 ANDREA L. ROTHMAN	62558	46.70

COMPUTER CHECKS	13901.7
MANUAL CHECKS	.0
NOTICES OF DEPOSIT	.0

****TOTALS**** 13901.7



Prepared For
 GREGORY HOAG

Member Service: 1-866-220-2760
 Or Online At samsclubdiscover.com

ACCOUNT INFORMATION				
Statement Date	Days In Billing Period	Minimum Payment This Period	Payment Due Date	Total Minimum Payment
03/23/2006	10	\$15.00	04/17/2006	\$15.00

CASH EARNED SUMMARY	
Previous Reward Balance	\$0.00
(+) Rewards Earned	\$0.09
= Cash Reward Balance	\$0.09

See how quickly your cash can add up!

You can earn cash back on every purchase - regardless of where you use it.

BALANCE SUMMARY					
Cash Advance / Quick Cash Limit		Total Credit Limit		Available Cash Limit	
\$4,800		\$24,000		\$4,800	
Available Credit Limit		\$23,965			
Previous Balance	- Payments & Credits	+ Purchases/Balance Transfers/Fees/Debits	+ Cash Advance/Quick Cash	+/- Net FINANCE CHARGE /Transaction Fees	= New Balance
\$0.00	\$0.00	\$35.00	\$0.00	\$0.00	\$35.00

TRANSACTION SUMMARY				
Post Date	Tran Date	Reference Number / Invoice Number	Description	Amount
03/14	03/14	#007764	SAMS CLUB #6309 WHITE BEAR LK MN SAM'S CLUB PURCHASE GREGORY HOAG	\$35.00

THE PERIODIC RATE SHOWN ON THIS STATEMENT MAY VARY.

FINANCE CHARGE SUMMARY						
	Expiration Date	Average Daily Balance	Daily Periodic Rate	Corresponding ANNUAL PERCENTAGE RATE	FINANCE CHARGE	
					Due to Daily Periodic Rate	Transaction Fees
Regular Purchases	NA	\$0.00	.03115%	11.37%	\$0.00	\$0.00
Cash Advances	NA	\$0.00	.03936%	14.37%	\$0.00	\$0.00
Quick Cash	NA	\$0.00	0.00%	0.00%	\$0.00	\$0.00
ANNUAL PERCENTAGE RATE for purchases			11.37%	Total FINANCE CHARGE		\$0.00
ANNUAL PERCENTAGE RATE for cash advances			14.37%			

CARDHOLDER NEWS & INFORMATION

Remember, the more you shop, the more you earn! Don't forget you earn cash back every time you use your SAM'S CLUB® DISCOVER® - good at over 4 million locations where you see the Discover Network Acceptance Mark. See "How to Earn Cash Back" for details.

Access your account anytime at samsclubdiscover.com. You can view your account balance, recent transactions and download activity to personal financial software, all online!

OK SA
 2006 Sams Club membership

MEMBER SERVICE: For account information, log onto: samsclubdiscover.com or call toll free 1-866-220-2760. This account is not registered; the authentication code is: 0XOS057
PAYMENT DUE BY 5P.M. ON THE DUE DATE. We may convert your payment to an electronic debit. See reverse side for details.
NOTICE: See reverse side for Billing Rights and other important information.

ITEM: 2006 License Approval

SUBMITTED BY: Stacey Kreuser, Assistant City Administrator/Deputy Clerk

EXPLANATION:

The following businesses have applied for mechanical contractor's licenses for 2006. City staff has obtained the necessary documents for licensure.

- Key Metalcraft
- TLT Enterprises

The following business has applied for a tree trimming license for 2006. City staff has obtained the necessary documents for licensure.

- All Season's Tree & Snowplowing, Inc.

ITEM: **Joint Cooperation Agreement with Ramsey County HRA**

SUBMITTED BY **Heather Worthington, City Administrator**

EXPLANATION:

Summary: 21 years ago, the U.S. Department of Housing and Urban Development determined that Ramsey County would be eligible to become an Entitlement Urban County and receive an annual allocation of Community Development Block Grant (CDBG) dollars in excess of one million dollars.

Sixteen suburban communities have chosen to participate in the agreement process over the past 18 years, thus ensuring that a guaranteed annual allocation would be earmarked for the County and those suburban municipalities that desire to actively participate in the program. Recently, HUD notified Ramsey County that in order to remain eligible to continue in the federal program, a new cooperation agreement incorporating all the amendments of the past agreements must be executed.

The eligibility and the actual dollar amount is based on the population accumulated through the number of jurisdictions that join. Since 1985, Falcon Heights has signed cooperation agreements with the County to ensure eligibility.

ATTACHMENTS:

- Joint Cooperation Agreement with Ramsey County HRA

ACTION REQUESTED:

- Authorize City Administrator to execute new cooperation agreement.

AMENDED AND RESTATED JOINT COOPERATION AGREEMENT

This Agreement ("Agreement") is between the Ramsey County Housing and Redevelopment Authority ("Authority") and _____ ("Municipality"), each a political subdivision of the State of Minnesota, and is made pursuant to Minnesota Statutes, Section 471.59, as amended.

WHEREAS Title I of the Housing and Community Development Act of 1974, 42 U.S.C. §5301 et seq., as amended, ("CDBG Act") provides for a program of community development block grants; and.

WHEREAS, computation of a county's population as an Urban County may include persons residing in units of general local government within the county with which it has entered into cooperative agreements to undertake or to assist in the undertaking of essential activities pursuant to community development block grants; and

WHEREAS, Ramsey County, Minnesota qualifies as an "Urban County" as that term is used in the CDBG Act and is eligible to receive community development block grant funds; and,

WHEREAS, the HOME Investment Partnerships Act, Title II of the Cranston-Gonzalez National Affordable Housing Act, 42 U.S.C. §12701 et seq., as amended ("HOME Act") provides for support for affordable housing activities; and

WHEREAS, Ramsey County is a member of the Anoka, Dakota, Ramsey, and Washington Counties HOME Consortium ("Consortium") formed pursuant to the HOME Act; and

WHEREAS, Pursuant to a Joint Powers Agreement executed May 4, 1993, the Authority assumed all rights and duties of Ramsey County related to the administration of CDBG and

HOME funds received from the United States Department of Housing and Urban Development (“HUD”).

Now, Therefore, the Parties agree:

1. DEFINITIONS

For the purposes of this Agreement, the terms defined in this section have the meanings given to them:

“Act” means either the CDBG Act or the HOME Act, or both, depending upon the context.

“CDBG Regulations” means those regulations at 24 C.F.R. Part 570, as amended.

"Cooperating Community" means any city, town, or township in Ramsey County which has entered into a Cooperation Agreement, as amended, substantially similar to this Agreement and its Amendments.

"HOME Regulations" means those regulations at 24 C.F.R. Part 92, as amended.

“Regulations” means either the CDBG Regulations or the HOME Regulations, or both, depending upon the context.

2. SCOPE

The Authority and Municipality will cooperate to undertake or assist in undertaking community renewal and low and moderate income housing assistance activities and other eligible activities authorized by the CDBG Act and HOME Act.

The Authority and Municipality will cooperate in establishing priorities and in preparation of the application for a grant. The Authority will prepare and submit to HUD and appropriate reviewing agencies, all necessary applications for a basic grant amount under the CDBG Act and the HOME Act.

In preparing the grant application and allocating grant funds received, the Authority will consider projects proposed by the Municipality. The Authority reserves the right to propose projects which are both consistent with the mutually established goals, needs and priorities and within its statutory implementation authority. No Municipality shall be required to propose a project.

The Authority shall have final responsibility for selecting projects and will distribute to the Municipality such funds as are determined appropriate for the Municipality to use in implementing a project. The Authority may implement projects within the Municipality as are determined appropriate by the Authority.

3. **TERM**

The term of this Agreement is for Federal Fiscal Years 2007 - 2009. The Agreement remains in effect until the CDBG and HOME funds and program income received with respect to activities carried out during the initial three year qualification period, and any successive qualification periods, are expended and the funded activities completed. Neither the Authority nor the Municipality may terminate or withdraw from this Agreement during that period.

This Agreement will be automatically renewed for participation in successive three year qualification periods, unless the Authority or the Municipality provide written notice it elects not to participate in a new qualification period. By the date specified in HUD's urban county

qualification notice for the next qualification period, the Authority will notify the Municipality in writing of its right not to participate.

Both the Authority and Municipality are required to adopt any amendment to this Agreement incorporating changes necessary to meet the requirements for cooperation agreements set forth in an Urban County Qualification Notice applicable for a subsequent three year urban county qualification period. Failure to adopt the necessary amendment will void the automatic renewal for such qualification period.

4. **MISCELLANEOUS PROVISIONS**

- A. The CDBG Act and CDBG Regulations are incorporated herein by reference. The HOME Act and HOME Regulations are incorporated herein by reference.
- B. Nothing in this Agreement shall be construed to prevent or otherwise modify or abrogate the right of the Authority or Municipality to submit individual applications for discretionary funds in the event Ramsey County does not receive designation as an Urban County entity under the CDBG Act
- C. Nothing in this Agreement shall preclude the Municipality from establishing a Municipal Housing and Redevelopment Authority pursuant to Minnesota Statutes, Chapter 469.
- D. In the event that there is a revision of the Act and/or Regulations which would make this Agreement out of compliance with the Act or Regulations, both parties will review this Agreement to renegotiate those items necessary to bring the Agreement into compliance.
- E. The Municipality shall indemnify, hold harmless, and defend the Authority, Ramsey County, their officials, agents, and employees against any and all liability, losses, costs, damages, expenses, claims or actions, including attorney's fees, which the Authority, Ramsey County, their officials, agents, or employees may hereafter sustain, incur or be

required to pay, arising out of or by reason of any act or omission of the Municipality, its officials, agents or employees, in the execution, performance, or failure to adequately perform its obligations pursuant to this Agreement.

- F. The Authority shall indemnify, hold harmless and defend the Municipality, its officials, agents, and employees against any and all liability, losses, costs, damages, expenses, claims or actions, including attorney's fees, which the Municipality, its officials, agents, or employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the Authority, its officials, agents or employees, in the execution, performance, or failure to adequately perform its obligations pursuant to this Agreement.
- G. Nothing in this Agreement shall constitute a waiver by the Authority, Ramsey County, or the Municipality of any statutory or common law immunities, limits, or exceptions on liability.
- H. The Authority and the Municipality shall maintain financial and other records and accounts in accordance with the requirements of the Act and Regulations. Such records and accounts will be in such form as to permit the Authority to prepare required reports and to permit the tracing of grant funds and program income to final expenditure.
- I. The Authority and the Municipality agree to make available all records and accounts with respect to matters covered by this Agreement at all reasonable times to their respective personnel and duly authorized federal officials. Such records shall be retained as provided by law, but in no event for a period of less than six years from the date of completion of any activity funded under the Act or less than three years from the last receipt of program income resulting from activity implementation. The Authority shall

perform all audits of the basic grant amounts and resulting program income as required under the Act and Regulations.

- J. All projects undertaken pursuant to this Agreement shall be subject to home rule charter provisions, assessment, planning, zoning, sanitary, and building laws, ordinances and regulations applicable to the Municipality in which the project is situated.
- K. The parties further agree that pursuant to 24 CFR 570.501 (b), the Municipality is subject to the same requirements applicable to subrecipients, including a written agreement as set forth in 24 CFR 570.503.
- L. By executing this Agreement the Municipality understands that it:
 - 1. may not apply for grants from appropriations under the Small Cities or State CDBG Programs for fiscal years during the period in which it participates in the Authority's CDBG program; and
 - 2. may participate in a HOME Program only through the Authority. If Ramsey County does not receive a HOME formula allocation, the Municipality may not form a HOME consortium with other units of general local government.
- M. Both the Authority and Municipality are obliged to take all actions necessary to assure compliance with Ramsey County's certification required by section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 109 of Title I of the Housing and Community Development Act of 1974, and other applicable laws. The Authority is prohibited from funding for activities, in or in support of, any cooperating unit of general local government that does not affirmatively further fair housing within its own jurisdiction or that impedes its actions to comply with its fair housing certification.
- N. The Municipality has adopted and is enforcing:

1. a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within jurisdictions.

RAMSEY COUNTY HOUSING AND REDEVELOPMENT AUTHORITY

MUNICIPALITY

By: _____

By: _____

David Twa
Ramsey County Manager

Its: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM

Harry D. McPeak
Assistant Ramsey County Attorney

This Document Drafted By:

Office of the Ramsey County Attorney
St. Paul, Minnesota

ITEM: Award Bid for Roselawn Ave Reconstruction

SUBMITTED BY: Deb Bloom, City Engineer

REVIEWED BY: Heather Worthington, City Administrator

Background: On January 30, 2006, the City Council approved the plans and specifications for the Roselawn Avenue reconstruction project. This project is a shared project with the City of Roseville and is the complete reconstruction of the road between Snelling Avenue and Hamline Avenue. Roseville and Falcon Heights staff opened bids for this project on Wednesday, March 22, 2006 at 3:00 pm.

Based on past practice, the City Council has awarded the contract to the lowest responsible bidder. In the case of Roselawn Avenue Reconstruction, the lowest bidder is Forest Lake Contracting of Forest Lake, Minnesota.

We received five bids for Roselawn Avenue Reconstruction. The low bid submitted by Forest Lake Contracting, \$837,872.05, is 20% lower than the Engineer's construction estimate of \$997,164.00. The following is a list of the bids received:

BIDDER	AMOUNT
Forest Lake Contracting	\$837,872.05
Palda & Sons	\$856,341.41
T. A. Schifsky and Sons, Inc.	\$862,949.65
Frattalone Companies	\$992,212.92
Park Construction	\$1,055,872.81

ATTACHMENT:

Resolution 06-09

ACTION REQUESTED:

Approval of a resolution, awarding bid for Roselawn Avenue Reconstruction project in the amount of \$837,872.05 to Forest Lake Contracting of Forest Lake, Minnesota.

CITY OF FALCON HEIGHTS

COUNCIL RESOLUTION

No: 2006-09

April 12, 2006

AWARDING BIDS FOR ROSELAWN AVE RECONSTRUCTION

WHEREAS, pursuant to advertisement for bids for the improvement, according to the plans and specifications thereof on file in the office of the Administrator of said City, said bids were received on Wednesday, March 22, 2006, at 3:00 p.m., opened and tabulated according to law and the following bids were received complying with the advertisement:

BIDDER	AMOUNT
Forest Lake Contracting	\$837,872.05
Palda & Sons	\$856,341.41
T.A. Schifsky and Sons, Inc.	\$862,949.65
Frattalone Companies	\$992,212.92
Park Construction	\$1,055,872.81

WHEREAS, it appears that Forest Lake Contracting of Forest Lake, Minnesota, is the lowest responsible bidder at the tabulated price of \$837,872.05 and

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

1. The Mayor and Administrator are hereby authorized and directed to enter into a contract with Forest Lake Contracting, for \$837,872.05 in the name of the City of Falcon Heights for the above improvements according to the plans and specifications thereof heretofore approved by the City Council and on file in the office of the City Administrator.
2. The City Administrator is hereby authorized and directed to return forthwith to all bidders the deposits made with their bids except the deposits of the successful bidder and the next lowest bidder shall be retained until contracts have been signed.

Approved: _____

Susan L. Gehrz, Mayor
April 12, 2006

GEHRZ _____ In Favor
KUETTEL
HARRIS
LINDSTROM
TALBOT _____ Against

Attested: _____

Heather M. Worthington
City Administrator
April 12, 2006

**CONSENT F5
4/12/06**

ITEM: Award of 2006 Contract C

SUBMITTED BY: Deb Bloom, City Engineer

REVIEWED BY: Heather Worthington, City Administrator
Greg Hoag, Parks and Public Works Director

EXPLANATION:

Summary: The City of Roseville's 2006 Contract C consists of Mill and Overlay, reconstruction, and sidewalk work. They have included the City of Falcon Heights maintenance projects as a part of this comprehensive maintenance contract. These projects are; St. Mary's Street reconstruction, Ties Sidewalk replacement, and sidewalk and curb replacement. Bids were solicited during the month of April. The bids were opened on Wednesday, April 5, 2006. Based on the bids received, staff recommends awarding the maintenance work to Hardrives, Inc. of Rogers, Minnesota.

Roseville received five bids for 2006 Contract C. The low bid submitted by Hardrives, Inc., \$736,217.92, is 13% lower than the Engineer's construction estimate of \$848,689.95. The following is a list of the bids received:

BIDDER	AMOUNT
Hardrives, Inc.	\$736,217.92
Midwest Asphalt, Inc.	\$821,238.14
North Valley, Inc	\$887,033.18
T.A. Schifsky and Sons, Inc.	\$899,720.19

A breakdown of the costs for the portion of the work that is within Falcon Heights:

	Engineer's estimate	Low Bid
St. Mary's Reconstruction	\$17,259.50	\$15,241.53
Ties Sidewalk	\$28,826.40	\$25,826.40
Sidewalk and curb replacement	\$12,500	\$11,425
Total	\$58,585.90	\$52,492.93

ATTACHMENT:

Resolution 06-10

ACTION REQUESTED:

Approval of Resolution 06-10 ordering the improvement and accepting the bid of \$52,492.93 for the St. Mary's Reconstruction, TIES Sidewalk, and Sidewalk and Curb Replacement.

CITY OF FALCON HEIGHTS

COUNCIL RESOLUTION

No: 06-10

April 12, 2006

AWARDING BIDS FOR 2006 CONTRACT C AND ORDERING IMPROVEMENT

WHEREAS, pursuant to advertisement for bids for the improvement, according to the plans and specifications thereof on file in the office of the Manager of the City of Roseville, said bids were received on Wednesday, April 5, 2006, at 9:00 a.m., opened and tabulated according to law and the following bids were received complying with the advertisement:

BIDDER	AMOUNT
Hardrives, Inc.	\$736,217.92
Midwest Asphalt, Inc.	\$821,238.14
North Valley, Inc	\$887,033.18
T.A. Schifsky and Sons, Inc.	\$899,720.19

WHEREAS, it appears that Hardrives, Inc. of Rogers, Minnesota, is the lowest responsible bidder at the tabulated price of \$837,872.05 and

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

1. That we approve the inclusion of City of Falcon Heights maintenance projects as a part of this comprehensive maintenance contract. These projects are; St. Mary's Street reconstruction, Ties Sidewalk replacement, and sidewalk and curb replacement at a cost of \$52,492.93.
2. That we hereby order the improvement as described above.

Moved by: _____

Approved: _____

Susan L. Gehrz, Mayor
April 12, 2006

GEHRZ _____ In Favor
KUETTEL
LINDSTROM
TALBOT
HARRIS _____ Against

Attested: _____

Heather M. Worthington
City Administrator
April 12, 2006

POLICY G1
4/12/06

ITEM: **Consideration of a contract for police services with the City of St. Anthony**

SUBMITTED BY: **Heather Worthington**

REVIEWED BY: **Roger Knutson, City Attorney**

EXPLANATION:

Summary: The City has had a contract for police services with the City of St. Anthony since 1995. For the next contract period, the City of St. Anthony is estimating that the contract costs will rise 5.5% for each year of the contract. Additionally, the City of St. Anthony is requesting that their contract cities go to a three-year contract. This new contract would commence in January 2007, and continue through December 2009.

Working with the City of St. Anthony, some contract items were clarified, including the termination clause, and the yearly increase in the police contract costs as tied to the union contract amount. Also, in the new contract, the City of Falcon Heights ability to utilize alternate revenue will be clarified, and the new dispatching cost formula will be represented in the contract.

ATTACHMENT:

2007-09 Contract for Police Services

ACTION REQUESTED:

Discussion
Approval of the 2007-09 Contract for Police Services

CONTRACT AGREEMENT FOR POLICE SERVICES

This Agreement is made and entered into as of April 12, 2006 between the CITY OF ST. ANTHONY, a municipal corporation under the laws of the State of Minnesota ("St. Anthony") and the CITY OF FALCON HEIGHTS, a municipal corporation under the laws of the State of Minnesota ("Falcon Heights"). The services to be performed under this Agreement will commence January 1, 2007.

I. PURPOSE

St. Anthony and Falcon Heights have the power within their respective cities to provide for the prevention of crime and for police protection. Under Minnesota Statutes, Section 471.59, the cities may, by agreement, provide for the exercise of the police power by one city on behalf of the other city.

This Agreement sets forth the terms and conditions under which St. Anthony will provide police services for Falcon Heights. St. Anthony will have full authority and responsibility to provide services in accordance with all enabling legislation under the laws of the State of Minnesota and the ordinances of Falcon Heights. St. Anthony will provide feedback to the Falcon Heights City Administrator and City Council on a regular and timely basis, and will actively support the creation of a joint advisory committee pursuant to Section IX of this Agreement, whose members come from both cities, and whose purpose is to review, monitor, and ensure a successful relationship between the two cities under this Agreement.

II. INTERPRETATION

This Agreement is entered following the preparation by Falcon Heights of a Request for Proposal for Police Services and the submission of a responsive Proposal by St. Anthony (the "Proposal"). To the extent that any of the provisions of this Agreement are inconsistent with the provisions of the Proposal, the provisions of this Agreement will control. If any provision of this Agreement is ambiguous, the parties agree that the Proposal may be looked to as evidence of the parties' intent.

III. SERVICES

St. Anthony will provide Falcon Heights with 24 hour police service, and will physically place a certified officer within the boundaries of Falcon Heights 24 hours each day, except in those instances when the officer makes an arrest and transports a prisoner, during mutual aid situations, when providing a backup for another officer, or when called away for a court appearance, booking or similar police matter. Subject to these exceptions and in normal circumstances, St. Anthony will provide 24-hour police protection and police presence each day within the City of Falcon Heights. In those instances stated above when an officer is not physically present in Falcon Heights, St. Anthony will respond to emergency police calls with other officers.

IV. LEVEL OF SERVICES

During the term of this Agreement, St. Anthony will provide to Falcon Heights the same police service extended to persons and property within St. Anthony, which will include, but be limited to, the following:

- A. Patrol services, with random patrolling of all residential, business and public property areas during all shifts:
- B. Police presence within the boundaries of Falcon Heights 24 hours each day, subject only to the exceptions noted above:
- C. Animal control services as provided within the City of St. Anthony by the animal control service employed by St. Anthony:

- D. Enforcement of all ordinances of Falcon Heights which are intended to be enforced by police officers, with special attention being given to parking, winter and nuisance ordinances:
- E. Ticketing for traffic violations will be done routinely during normal shifts:
- F. Crime prevention programs that encourage community involvement and investment in the City of Falcon Heights, including participation in the Mayor's Commission, Family Violence Network, Neighborhood Watch Programs, "McGruff Houses," and "Combat Auto Theft" programs; in appropriate cases, referrals will be made to the Northwest Youth and Family Services Youth Diversion Program:
- G. Criminal investigations, crime lab service and supervisory service:
- H. Reports on police services and activities, including weekly, monthly and annual police reports:
- I. Responses to medical emergencies, fires and other emergencies; responses shall include, where appropriate, securing the scene for fire/rescue personnel, accompanying fire/rescue personnel to the hospital upon request of such personnel, and providing follow-up information to fire/rescue personnel upon request of such personnel:
- J. Officers will be available at Falcon Heights City Hall to answer questions from, and provide information regarding police activities to, Falcon Heights resident, business owners and staff on an as-needed basis:
- K. License inspections, background investigations and license enforcement services as called for under applicable state law or city ordinances:
- L. Review and comment, upon request, of proposed Falcon Heights ordinance affecting police services or enforcement:
- M. Follow-up on reported crimes with the person(s) who reported the crime, including routine notification by telephone or mail as to the status of the investigation; and
- N. Special event traffic patrol services, including ten days per year during the State Fair; and other events such as periodic parades and the Minnesota Street Rods Association Convention.

V. PAYMENT FOR SERVICES

In consideration of the services to be provided under this Agreement, Falcon Heights will pay St. Anthony annual fees of: \$519,500 for the year 2007, \$548,100 for the year 2008, and \$578,250 for the year 2009, except as such amounts may be modified in accordance with the additional agreements of the parties contained in the Memorandum of Understanding dated April 12, 2006, and attached hereto as Exhibit A.

VI. METHOD OF PAYMENT

St. Anthony will bill Falcon Heights monthly for 1/12 of the annual fee, and Falcon Heights will promptly remit payments to St. Anthony within 30 days after receiving each billing from St. Anthony.

VII. LIABILITY

St. Anthony will be responsible for all liability incurred as a result of the actions of St. Anthony police officers under this Agreement, and will hold Falcon Heights, its officers and employees harmless for any

liability resulting from actions of a St. Anthony employee and shall defend Falcon Heights, its officers and employees, against any claim for damages arising out of St. Anthony's performance of this Agreement; provided, however that if the claim, action or liability is one which is insured by St. Anthony's liability insurer, Falcon Heights will bear the first \$5,000.00 of expense for any such claim, action or liability, or expenses relation thereto, including attorneys' fees, to the extent not covered by the insurer because of a deductible amount under the policy (which deductible amount is currently \$10,000.00).

VIII. ADMINISTRATIVE RESPONSIBILITY

The law enforcement and police services rendered to Falcon Heights will be under the sole direction of St. Anthony. The standards of performance, the hiring and discipline of officers assigned, and other matters relating to regulations and policies related to police employment, services and activities, will be within the exclusive control of St. Anthony. The parties hereto expressly affirm the importance of work force diversity and St. Anthony agrees to use reasonable efforts, within applicable departmental budgetary limits, to recruit qualified female and minority police officers.

IX. JOINT ADVISORY COMMITTEE

Both cities will appoint members to a joint advisory committee. The committee will meet at least four times each year to ensure that this Agreement and the services performed pursuant to this Agreement are meeting the expectations of both cities. Any recommendations of the committee will be strictly advisory.

X. COMMUNICATIONS, EQUIPMENT AND SUPPLIES

St. Anthony will furnish all communication equipment and any necessary supplies required to perform the services, which are to be rendered under this Agreement.

XI. COOPERATION AND ASSISTANCE AGREEMENTS

Falcon Heights will be included in all cooperative agreements entered into by the St. Anthony Police Department with other police services units.

XII. HEADQUARTERS

Headquarters for services rendered to Falcon Heights under this Agreement will be located at offices owned or leased by St. Anthony. The citizens of Falcon Heights may notify headquarters or Ramsey County radio dispatch for police services requested either in person or by some other means of communication. St. Anthony officers may take routine telephone calls and complete routine reports for Falcon Heights at the Falcon Heights City Hall, and Falcon Heights will have facilities available to the officers at Falcon Heights City Hall for this purpose. The facilities will include a desk, telephone, fax and copier.

XIII. EMPLOYEES OF ST. ANTHONY

Officers assigned to duty in Falcon Heights will at all times be employees of St. Anthony. All obligations with regard to workers compensation, PERA, withholding tax, insurance, and similar personnel and employment matters will be the obligation of St. Anthony. Falcon Heights will not be required to furnish any fringe benefits or assume any other liability of employment to any officer assigned to duty within Falcon Heights.

XIV. ENFORCEMENT POLICIES

Enforcement policies of St. Anthony will prevail as the enforcement policies within Falcon Heights. A written statement of the current enforcement policies of St. Anthony will be provided in writing to Falcon Heights.

XV. ENFORCEMENT OF ORDINANCES OF THE CITY OF FALCON HEIGHTS

St. Anthony officers assigned to duty within Falcon Heights will enforce Falcon Heights' ordinances to the extent appropriate for enforcement by police officers.

XVI. OFFICERS OF FALCON HEIGHTS

The officers assigned duty within Falcon Heights will be provided with authority to enforce the laws of the City of Falcon Heights by proper action to be taken by the Falcon Heights City Council, and while performing services under this Agreement will be considered police officers of Falcon Heights. The Chief of Police of St. Anthony will furnish to the Falcon Heights City Administrator the names of all St. Anthony police officers assigned to Falcon Heights, and all such officers will be appointed officers of the City of Falcon Heights.

XVII. OFFENSES

All offenses within Falcon Heights charged by police officers under this Agreement will be charged in accordance with Falcon Heights' ordinances when possible; otherwise, the charge will be made in accordance with the laws of the State of Minnesota or the laws of the United States of America.

XVIII. COMMUNICATIONS

St. Anthony agrees to provide the Falcon Heights Administrator with weekly, monthly and annual police reports, in a format as is mutually agreed to by the St. Anthony Police Chief and the Falcon Heights City Administrator.

The St. Anthony Police Chief will regularly communicate with the Falcon Heights City Administrator in order to ensure that Falcon Heights is knowledgeable about any police activity in the City, and at the request of the Administrator the Police Chief will make presentations to the Falcon Heights City Council.

XIX. PROSECUTION AND REVENUES

Falcon Heights will pay all costs of prosecution for all offenses charged within its boundaries or under its ordinances. LEAA funds and confiscated drug funds will be retained by St. Anthony. Fine revenues will be paid to Falcon Heights. P.O.S.T. training funds will be used for officer training.

XX. CONTINUATION OF AGREEMENT

This Agreement will be effective January 1, 2007 and will continue until terminated as described in Paragraph XXI below. In consideration for services provided under this Agreement, St. Anthony and Falcon Heights shall establish the fee for police services by May 15, 2009.

XXI. Term and Termination

The term of this Agreement shall be from January 1, 2007 through December 31, 2009, unless renewed by May 15, 2009.

XXII. REVIEW OF AGREEMENT

From time to time the terms and conditions of this Agreement shall be reviewed and revised, as St. Anthony and Falcon Heights deem necessary.

XXIII. ASSIGNMENT

The rights and obligations of the parties under this Agreement will not be assigned, and St. Anthony will not subcontract for any services to be furnished to Falcon Heights (except as otherwise provided in this Agreement), without the prior written consent of the other party.

The parties hereto have executed this Agreement as of the date first above stated.

CITY OF FALCON HEIGHTS

CITY OF ST. ANTHONY

By: _____
Mayor

By: _____
Mayor

By: _____
City Administrator

By: _____
City Manager

Date: _____

Date: _____

EXHIBIT A

April 12, 2006

MEMORANDUM OF UNDERSTANDING

Re: Contract Agreement for Police Services, effective January 1, 2007

To: Mike Mornson

From: Heather Worthington

We wish to clarify three separate contract provisions, contained within the revised Contract Agreement for Police Services, effective January 1, 2007:

1. Consolidated Dispatch Provision: Falcon Heights will be billed directly by Ramsey County for dispatch costs. The contract amount will be adjusted annually to account for this direct payment to the County, and the contract amount reduced to reflect said payment.
2. Alternate Revenue: Falcon Heights, may, at its discretion, negotiate "payments in lieu of taxes" with tax exempt and non-profit entities within the boundaries of Falcon Heights to recoup service costs. These payments may be invoiced by Falcon Heights, or at the direction of Falcon Heights, by the City of St. Anthony in cases where said non-profit or tax exempt entity requests or requires such action. Any alternate revenue sources negotiated by Falcon Heights will be utilized exclusively by St. Anthony to offset the overall contract cost. The City of St. Anthony shall not retain fees against these alternate revenue sources, unless extra staff is required and costs are incurred for the event, and adequate documentation is provided to the City of Falcon Heights by the City of St. Anthony. In that case, the funds will then be used to offset any extra costs.
3. Salary Offset: In the event that the police union contract is negotiated at a rate lower than the projected rate of 3.5%, the salary costs of the contract will be adjusted to reflect this lower rate. In the event that the police contract is negotiated at a rate above 3.5%, the amount of the contract will be adjusted to reflect these higher salary costs of the contract.

Mike Mornson, City Manager
City of St. Anthony

Heather Worthington, City Administrator
City of Falcon Heights

ITEM: Consideration of a contract with the Aimee Gourlay of the Mediation Center for Dispute Resolution at Hamline University

SUBMITTED BY: Heather Worthington, City Administrator

REVIEWED BY: Roger Knutson, City Attorney

Summary: The city will begin a series of three community meetings tomorrow evening regarding the drive-through moratorium. In an effort to have a well-organized and highly participative environment at these meetings, the city council recommended that we contract with a third-party neutral facilitator to conduct the meetings.

The city staff has negotiated an agreement with the Mediation Center for Dispute Resolution at Hamline University to utilize the services of Aimee Gourlay, Executive Director. Ms. Gourlay will provide meeting preparation, facilitation, and any needed additional work in this process. Staff estimates that the needed hours for this work will not exceed 12 hours, or \$1,800.00.

ATTACHMENT:

Independent Contractor Agreement

ACTION REQUESTED:

Approval of contract for facilitation services with Aimee Gourlay of the Mediation Center for Dispute Resolution at Hamline University.

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is made by and between CITY OF FALCON HEIGHTS and Mediation Center (Contractor).

The Contractor represents that it is duly qualified and agrees to perform all services in this Agreement to the satisfaction of CITY OF FALCON HEIGHTS.

RECITALS:

CITY OF FALCON HEIGHTS and Contractor each desire that the Contractor performs certain services according to the conditions of this agreement. The primary responsibilities are:

To provide facilitation services for the Drive-Through Moratorium Study Process.

NOW THEREFORE, in consideration of the foregoing and the terms and conditions therein, CITY OF FALCON HEIGHTS and the Contractor agree as follows:

1. **Duties of the Contractor.** As of the date of this Agreement, CITY OF FALCON HEIGHTS appoints the Contractor, and the Contractor accepts such appointment as an independent contractor throughout the term of this Agreement, to render the following services:

Overall Preparation. The Mediation Center will provide one facilitator/consultant. It is estimated that the facilitator/consultant will need approximately two hours for overall preparation for the project and first meeting. This will include one meeting with the City staff involved with the project (one hour).

Meeting Preparation. It is estimated that the facilitator will need one to two hours to prepare for subsequent meeting, including discussion with City staff and compiling meeting notes from the previous meeting.

Meeting Facilitation. The facilitator will be paid for the time of the three scheduled meetings, and attendance at the City Council meeting if required. Billing includes discussions before and after meetings. Our experience is that the time after meetings is a good time to strategize, check in with people and address individual conflicts.

Additional Work. If other related work is necessary (e.g., reporting to the City Council, research to identify stakeholders in the community or identifying information that the staff or the committee must gather) the facilitator will discuss an appropriate amount of effort with the City Council and staff.

2. **Consideration and Payment.**

- 2.1 **Consideration.** CITY OF FALCON HEIGHTS will pay for all services performed by the Contractor under this Agreement as follows:

- (a) CITY OF FALCON HEIGHTS will pay on a monthly basis for services rendered. CITY OF FALCON HEIGHTS will reimburse contractor for reasonable mileage and travel expenses.

2.2 Payment.

- (a) **Invoices:** The Contractor agrees to provide CITY OF FALCON HEIGHTS with a monthly invoice of services payable 30 days from receipt of invoice. In order to ensure compliance with audit requirements, original invoices must be submitted that includes an invoice date, description and date of service, and total amount(s) billed for each of the listed services. CITY OF FALCON HEIGHTS agrees to compensate the Contractor at a rate of **\$150.00** per contracting hour. CITY OF FALCON HEIGHTS shall pay any amounts due to Contractor hereunder as specified in CITY OF FALCON HEIGHTS policies.
- (b) **Conditions of Payment:** All services provided by Contractor under this Agreement must be performed to CITY OF FALCON HEIGHTS satisfaction, as determined at the sole discretion of CITY OF FALCON HEIGHTS authorized representative, and in accordance with all applicable federal, state, and local laws, ordinances, rules and regulations. Contractor will not receive payment for work found by CITY OF FALCON HEIGHTS to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation.

Payment will be mailed to the Contractor unless requested otherwise. Internal Revenue Form 1099 will be issued to Contractor's compensated \$600.00 or more during the calendar (tax) year that are not incorporated.

_____ I am incorporated and will be providing my own tax information to the IRS.

_____ My taxpayer (EIN) ID# is: _____ - _____.

_____ I am not incorporated and should be issued form 1099 at the end of the tax year.

- My social security number is: _____ - _____ - _____

- Please mail payments to:

- 3. **Term and Termination.** The term of this Agreement shall begin on the date hereof and shall be in effect until either CITY OF FALCON HEIGHTS or the Contractor terminates this Agreement with or without cause upon written notice to the other, fourteen (14) days after the notice is received.

3.1 **Effective date:** This Agreement will be effective on April 3, 2006, or the date that CITY OF FALCON HEIGHTS OBTAINS all required signatures.

3.2 **Expiration date:** This Agreement will remain in effect until July 30, 2006, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

4. **Authorized Representatives:**

4.1 CITY OF FALCON HEIGHTS authorized representative is HEATHER WORTHINGTON, City Administrator, or her successor, who has responsibility to monitor the Contractor's performance and the authority to accept the services provided under this Agreement. If the services are satisfactory, CITY OF FALCON HEIGHTS Authorized Representative will certify acceptance on each invoice submitted for payment, in accordance with Clause 2.2, paragraph c.

4.2 The Contractor's Authorized Representative is Aimee Gourlay, Chief Executive Officer, Mediation Center for Dispute Resolution, or her successor. If the Contractor's Authorized Representative changes at any time during this Agreement, the Contractor must immediately notify CITY OF FALCON HEIGHTS.

5. **Relationship of Parties.** CITY OF FALCON HEIGHTS and the Contractor understand and agree that for all purposes the Contractor shall be an independent contractor in the performance of this Agreement. The Contractor is not an employee of CITY OF FALCON HEIGHTS for any purpose whatsoever, and the Contractor is not granted any right or authority to assume or create any obligation, express or implied, on behalf or in the name of CITY OF FALCON HEIGHTS, or to find CITY OF FALCON HEIGHTS in any manner or thing whatsoever except as otherwise expressly stated in writing by CITY OF FALCON HEIGHTS. The Contractor is hereby specifically authorized to take, on behalf of CITY OF FALCON HEIGHTS, those actions described. In the performance of this Agreement, the Contractor shall not participate in any pension, executive compensation, or other benefit plans now in existence or which may be adopted by CITY OF FALCON HEIGHTS under the terms of which employees of CITY OF FALCON HEIGHTS are eligible to participate. CITY OF FALCON HEIGHTS shall not be obligated to make any premium payments or contributions for any Worker's Compensation or unemployment compensation for the Contractor, except as provided by law.

In any and all tax returns filed by the Contractor with either federal, state or local governments or authorities, the Contractor shall represent therein that any income or compensation received hereunder shall be income earned as a result of the Contractor being an independent contractor and not as an agent or employee of CITY OF FALCON HEIGHTS.

6. **Indemnification.** The Contractor agrees to indemnify and hold CITY OF FALCON HEIGHTS harmless for any and all liabilities, costs and penalties arising from the violation of any statutes, laws, ordinances, rules, or regulations by the Contractor during the performance of this Agreement, any tortious acts on the part of the Contractor; provided, however, that the Contractor shall not be obligated to indemnify or hold CITY OF FALCON HEIGHTS harmless hereunder with respect to any liabilities, costs, or penalties resulting from explicit instructions given to the Contractor by CITY OF FALCON HEIGHTS under this Agreement.

7. **Warranties of the Contractor.**

- (a) The Contractor warrants that he or she has no conflicts of interest, real or potential, with CITY OF FALCON HEIGHTS in the performance of his or her duties hereunder.

8. **Miscellaneous.**

- (a) This Agreement may not be assigned by either party without the prior written consent of the other.
- (b) This Agreement contains the entire understanding of the parties regarding the transactions contemplated hereby and supersedes all prior agreements and understandings between the parties, whether written or oral, regarding any such subject matter. No modification of this Agreement shall be valid unless in writing and signed by both parties.
- (c) Failure of either party to enforce any term of provision of this Agreement shall not be construed as a waiver of such provision of term nor of the right to enforce such term or provision.
- (d) All notices and communications permitted or required to be given under this Agreement shall be in writing and shall be deemed to have been duly given when received by the party to be notified.
- (e) Each provision of this Agreement is intended to be severable. If any provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.
- (f) For purposes of this Agreement, the laws of the State of Minnesota shall govern.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the 12th day of April, 2006

Contractor

Witness

CITY OF FALCON HEIGHTS
2077 W. Larpenteur Avenue
Falcon Heights, Minnesota 55113

By _____

Its _____