

CITY OF FALCON HEIGHTS
Regular Meeting of the City Council
City Hall
2077 West Larpenteur Avenue
AGENDA
May 13, 2020 at 7:00 P.M.

NOTE: THIS MEETING WILL BE HELD BY WEB CONFERENCE

A. CALL TO ORDER:

B. ROLL CALL: ANDREWS ___ GUSTAFSON___ LEEHY___
MIAZGA ___ WEHYEE___

STAFF PRESENT: THONGVANH___

C. PRESENTATION

1. Conduit Bonding – Senior Housing Revenue Bonds (Suite Living of Ramsey Project), Series 2020 Calling for Public Hearing
2. Year End 2019 Annual Audit Report

D. APPROVAL OF MINUTES:

1. April 22, 2020 Regular City Council Meeting

E. PUBLIC HEARINGS:

F. CONSENT AGENDA:

1. General Disbursements through: 5/07/20 \$193,670.42
Payroll through: 4/30/20 \$18,077.30
2. Appointment of Andrea LaDouceur to Community Engagement Commission
3. Appointment of Shaun Curtin to Parks Commission
4. Appointment of Susan Risher to Parks Commission
5. Bureau of Criminal Apprehension (BCA) Joint Powers Agreement and Court Services Agreement
6. Accept Grant from University of Minnesota Good Neighbor Fund for 2020 Census Activities
7. Proclamation for National Police Week 2020
8. Sanitary Sewer Cleaning Program
9. Removal and Tree Trimming Contract

G: POLICY ITEMS:

1. Extend Period of Local Emergency
2. Community Garden Interim Ordinance

H. INFORMATION/ ANNOUNCEMENTS:

I. COMMUNITY FORUM:

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

<https://webstreaming.ctv15.org/typeview.php?regionid=97&typeid=1>

OR AT: sack.thongvanh@falconheights.org

When submitting questions or comments, please include your name and address.

J. ADJOURNMENT:



The City That Soars!

REQUEST FOR COUNCIL ACTION

Meeting Date	May 13, 2020
Agenda Item	Presentation C1
Attachment	Letter & Resolution
Submitted By	Sack Thongvanh, City Administrator

Item	Resolution Calling for Public Hearing for Suite Living of Ramsey for Issuance of Conduit Bond
Description	<p>The City received request from Hampton Properties of Ramsey, LLC to finance, in part, the acquisition, construction, and equipping of a facility through issuing conduit bonds. The project will include a 32 unit high-acuity assisted living and memory care senior housing facility the City of Ramsey and known as Suite Living Senior Care of Ramsey.</p> <p>The City of Falcon Heights may issue up to \$10,000,000 of its own 501(c) (3) bonds each year as bank-qualified bonds. Under the federal tax law, alternative issuers are permitted, but a “nexus” between the jurisdictional city and the issuers is preferred.</p> <p>The Bonds will not constitute a charge, lien, or encumbrance, legal or equitable, upon any property of the Issuers, except the interests of the Issuers in payments to be made by the Borrower under the Loan Agreements. The Bonds are not moral obligations on the part of the State or its political subdivisions, including the Issuers, and the Bonds will not constitute a debt of the Issuers within the meaning of any constitutional or statutory limitation.</p> <p>The date of the proposed public hearing has been tentatively scheduled for June 10th, 2020.</p>
Budget Impact	The City will receive 1/2 of 1% of the principal amount for the issuance of the conduit bond.
Attachment	<ul style="list-style-type: none"> • Taft Letters • Resolution 20-15 Calling for Public Hearing for Issuance of Conduit Bond for the Suite Living of Ramsey Project
Action(s) Requested	Motion to approve attached resolution calling for public hearing.

BLANK PAGE



2200 IDS Center
80 South 8th Street
Minneapolis, MN 55402
Tel: 612.977.8400 | Fax: 612.977.8650
taftlaw.com

Catherine J. Courtney
(612) 977-8765
ccourtney@taftlaw.com

April 23, 2020

BY E-MAIL

Sack Thongvanh
City Administrator
City of Falcon Heights
2077 Larpenteur Ave. W
Falcon Heights, MN 55113-5551

Re: Issuance of Conduit Revenue Bonds by the City of Falcon Heights for Suite Living Senior Care of Ramsey

Dear Mr. Thongvanh:

This letter is provided at your request and is to follow-up on correspondence that we have had regarding the City of Falcon Heights (“Falcon Heights” or the “Issuer”) acting as issuer of 501(c)(3) bonds (the “Bonds”) at the request of Hampton Properties of Ramsey, LLC, a Minnesota limited liability company (the “Borrower”), whose sole member is Suburban Housing and Community Services Corporation, a California nonprofit corporation and 501(c)(3) organization. The City of Ramsey (“Ramsey”) will act as the host jurisdiction. Taft Stettinius & Hollister LLP (formerly known as Briggs and Morgan P.A.) will act as bond counsel on the issuance of such Bonds. It is anticipated that Zions Bank, N.A. will be the underwriter for the Bonds.

The Bonds will be used for the purpose of financing and refinancing the acquisition, construction, and equipping of a 32-unit high-acuity assisted living and memory care senior housing facility currently under in the City of Ramsey and known as Suite Living Senior Care of Ramsey (the “Project”).

State and federal laws allow local government units to enter into arrangements to issue bonds and loan the proceeds to nonprofit corporations to finance or refinance capital expenditures. This assistance reduces borrowing costs for nonprofit corporations and enables them to provide their services more cost effectively. It is a fairly common means of obtaining necessary financing for all nonprofit entities, including senior housing and health care facilities.

To accomplish this purpose, the Issuer will enter into a Loan Agreement with the Borrower under which the Borrower will agree to pay all principal and interest on the Bonds. The Issuer will assign all of their rights to payments under the Loan Agreement to Wilmington Bank, N.A. as the trustee (the “Trustee”) under an Indenture of Trust between the Issuer and the Trustee. The

Issuer is merely a conduit and the money and obligations flow only between the Trustee and the Borrower.

The Bonds and the resolutions adopted by the Issuer will recite that the Bonds, if and when issued, will not be payable from or charged upon any of the Issuer's funds, other than the revenues received under the Loan Agreement and pledged to the payment of the Bonds, and the Issuer is not subject to any liability on the Bonds. No holder of the Bonds will ever have the right to compel any exercise by the Issuer of its taxing powers to pay any of the principal of the Bonds or the interest or premium thereon, or to enforce payment of the Bonds against any property of the Issuer except the interests of the Issuer in payments to be made by the Borrower under the Loan Agreement. The Bonds will not constitute a charge, lien, or encumbrance, legal or equitable, upon any property of the Issuer, except the interests of the Issuer in payments to be made by the Borrower under the Loan Agreement. The Bonds are not moral obligations on the part of the State or its political subdivisions, including the Issuer, and the Bonds will not constitute a debt of the Issuer within the meaning of any constitutional or statutory limitation.

The issuance of the Bonds will not affect the Issuer's credit rating on bonds it issues for municipal purposes.

Each city may issue up to \$10,000,000 of its own and 501(c)(3) bonds each calendar year as bank-qualified bonds. Although the Borrower is not requesting that the Bonds be designated as bank-qualified, they will still count against that limit. Ramsey anticipates issuing bank-qualified bonds on its own behalf in 2020 and, therefore, does not have sufficient bank qualification capacity on its own to accommodate the Bonds, which are anticipated to be issued by Falcon Heights in the amount of approximately \$8,200,000. Therefore, an alternative city was sought to act as the Issuer for the Bonds. It is my understanding that Falcon Heights does not anticipate issuing bonds on its own behalf in 2020 and has not been approached by another 501(c)(3) to issue bonds in 2020. Under the federal tax law, an alternative Issuer is permitted, but a "nexus" between the jurisdictional city and the Issuer is preferred. In this case, the Issuer is geographically proximate to Ramsey. And, given the unique nature of the Project, residents of Falcon Heights could potentially use the services provided by the Project.

The Issuer has agreed to and will receive a one-time issuer administration fee equal to ½ of 1% of the principal amount of the Bonds ultimately issued.

The Bonds will be issued in accordance with Minnesota Statutes, Chapter 462C. A city may not issue bonds for a project located outside of its jurisdiction, as is requested in this case. However, the city in which a project is located may give permission for the issuance of bonds by another city. This is commonly referred to as "host approval." Under Minnesota Statutes, Section 471.656, subdivision 2(2), host approval may be given for a project located in the host city, by resolution of the host city. However, because housing is involved, there will also be a joint powers agreement between Falcon Heights and Ramsey.

City of Falcon Heights
April 23, 2020
Page 3

Similarly, under the federal tax code, before a city can issue bonds for a project located outside of its jurisdiction, the host city must give its approval. Such approval can only be given following the holding of a public hearing.

This requires that Ramsey hold a public hearing and approve issuance of the Bonds by the Issuer. We have tentatively scheduled Ramsey to hold a public hearing and give host approval to the actual issuance of the Bonds by the Issuer on June 9th.

The Issuer will also hold a public hearing. It is currently anticipated that Falcon Heights' public hearing will be held on June 10th. The resolution that calls for public hearing will be provided to you in anticipation of being adopted at the City Council's meeting on May 13th. Taft will be responsible for submitting the public hearing notice to the newspaper. A closing as soon as possible after the June 10th meeting is anticipated.

I have previously sent you an email regarding the holding of public hearings during our current health pandemic. It is my understanding that Falcon Heights is currently holding its City Council meetings remotely. To that end, I will need the information requested in that email and the City will need to follow the procedures described therein regarding providing for members of the public to attend in person.

Please feel free to contact me if you have any further questions or comments. The Borrower appreciates the consideration of the City in this matter.

Very truly yours,



Catherine J. Courtney

CJC
Enclosure

BLANK PAGE



2200 IDS Center
80 South 8th Street
Minneapolis, MN 55402
Tel: 612.977.8400 | Fax: 612.977.8650
taftlaw.com

Catherine J. Courtney
(612) 977-8765
ccourtney@taftlaw.com

April 16, 2020

Hampton Properties of Ramsey, LLC
Attn: Tim Eppler
3005 Douglas Blvd., Suite 200
Roseville, CA 95661

City of Falcon Heights
Attn: Sack Thongvanh
2077 Larpenteur Avenue West
Falcon Heights, MN 55113-5551

Re: Senior Housing Revenue Bonds (Suite Living of Ramsey Project), Series 2020

Dear Gentlemen:

We have been asked to serve as Bond Counsel in connection with the proposed issuance of senior housing revenue bonds by the City of Falcon Heights, Minnesota (the "Issuer"). The Bonds will be purchased from the Issuer by Zions Bank (the "Underwriter") pursuant to a Bond Purchase Agreement. The proceeds of the Bonds will be loaned to Hampton Properties of Ramsey, LLC, a Minnesota limited liability company (the "Borrower"), the sole member of which is Suburban Housing and Community Services Corporation, a California nonprofit, public benefit corporation and a 501(c)(3) organization (the "Sole Member"), and used to pay certain costs to be incurred by the Borrower in connection with the acquisition and construction of a 32-unit assisted living and memory care facility located in Ramsey, Minnesota (the "Project").

In performing our services as Bond Counsel, our client will be the Issuer. Our principal responsibility as Bond Counsel is to provide the Issuer, the Borrower and the Underwriter an expert opinion (the "Bond Opinion"), upon which each of them and the holder of the Bonds may rely, as to (i) the validity and enforceability of the Bonds and the Issuer's obligations under the financing documents, and (ii) exemption of interest on the Bonds from federal income taxes. We will also assume principal responsibility for drafting the financing documents and any security documents agreed to by the parties. You are also in agreement that we will not be acting as a municipal advisor in regards to this transaction.

The Bond Opinion will be executed and delivered by us in written form on the date the Bonds are purchased and will be based on facts and law existing as of that date. Upon delivery of the Bond Opinion, our responsibilities as Bond Counsel will be concluded with respect to this financing.

In rendering the Bond Opinion, we will rely upon representations of the Issuer, the Borrower, and the Underwriter set forth in the financing documents, the certified proceedings, and other certifications of public officials, officials of the Borrower and other persons (including

Hampton Properties of Ramsey, LLC
City of Falcon Heights
April 16, 2020
Page 2

certifications as to the use of Bond proceeds and various tax matters) without undertaking to verify the same by independent investigation. As Bond Counsel, we do not review the financial condition of the Borrower or the financial feasibility of the financing, and we will express no opinion relating to the foregoing. We do not expect to give any opinion with respect to the Borrower's participation in the financing or the status of title or the priority of any mortgage lien or security interest securing the Bonds. As to these and other matters the parties will be relying upon the opinion to be given by counsel for the Borrower or upon a policy of title insurance.

We understand that the Borrower will be responsible for payment of our fees and disbursements as Bond Counsel. Our fee will be based upon our current understanding of the terms, structure, size and schedule of the financing represented by the Bonds and the time we anticipate devoting to the financing, plus out-of-pocket disbursements. Such fee may vary: (i) if the principal amount of Bonds actually issued differs significantly from the amount currently anticipated, (ii) if the manner in which the Bonds are marketed (private placement, public offering, etc.) changes, (iii) if material changes in the structure of the financing occur, or (iv) if unusual or unforeseen circumstances arise which require a significant increase in our time or responsibility. If the Bonds are in fact issued we will submit our statements for services and disbursements to the Borrower at or promptly after the closing.

If the transaction is cancelled before closing for whatever reason, we would then submit our bill to the Borrower for the time expended and disbursements made by us to the date of termination at our standard hourly rates.

If the foregoing omits or misstates any item, please contact me. Otherwise, we will assume our participation as Bond Counsel and the scope of our engagement as Bond Counsel are acceptable to you. We are pleased to be working on this matter and look forward to bringing it to a successful conclusion.

Very truly yours,



Catherine J. Courtney

CJC/pmr
cc: Susan Winshall

Extract of Minutes of a Meeting of the
City Council of the
City of Falcon Heights, Minnesota

Pursuant to due call and notice thereof, a regular or special meeting of the City Council of the City of Falcon Heights, Minnesota, was duly held at the City Hall in such City on Wednesday, the 13th day of May, 2020 at 7:00 o'clock p.m.

The following Council members were present:

and the following Council members were absent:

Member _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. 20-15

**RESOLUTION CALLING FOR A PUBLIC HEARING
ON THE PROPOSAL OF A HOUSING PROGRAM FOR, AND THE ISSUANCE OF,
SENIOR HOUSING REVENUE BONDS
(SUITE LIVING SENIOR CARE OF RAMSEY PROJECT) SERIES 2020
PURSUANT TO MINNESOTA STATUTES, CHAPTER 462C,
AND AUTHORIZING THE PUBLICATION OF A NOTICE OF THE HEARING**

WHEREAS, Minnesota Statutes, Chapter 462C (the "Act") confers upon cities the power to issue revenue bonds to finance or refinance a program for the purposes of planning, administering, making, or purchasing loans with respect to one or more multifamily housing developments within the boundaries of a city; and

WHEREAS, the City Council of the City of Falcon Heights, Minnesota (the "City"), has received a request from Hampton Properties of Ramsey, LLC, a Minnesota limited liability company (the "Company"), whose sole member is Suburban Housing & Community Services Corporation, a California nonprofit corporation, that the City issue revenue obligations, pursuant to the Act in one or more series of taxable or tax-exempt, short or long term obligations, in an amount not to exceed \$8,500,000 (the "Bonds") to (i) finance, in part, the acquisition, construction, and equipping of an approximately 32-unit high acuity assisted living and memory care senior housing facility located on approximately 1.75 acres on 139th Lane Northwest at the intersection of Jasper Street Northwest in the City of Ramsey, Minnesota (the "Facility"); (ii) fund capitalized interest on the Bonds; (iii) fund required reserve funds; (iv) refinance certain taxable debt of the Borrower; and (v) pay all or a portion of the costs of issuance (collectively, the "Project"); and

WHEREAS, before proceeding with consideration of the request of the Company, it is necessary for the City to hold a public hearing on the proposal pursuant to the Act and Section 147(f) of the Internal Revenue Code of 1986, as amended;

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

1. A public hearing on the proposal of the Company will be held at the time, manner, and place as determined by the City Administrator, which shall be set forth in the Notice of Public Hearing substantially in the form attached hereto as Exhibit A (the "Notice").

2. The general nature of the proposal and an estimate of the principal amount of obligations to be issued to finance the proposal are described in the Notice.

3. The City staff is hereby authorized and directed to cause notice of the hearing to be given one publication in the official newspaper of the City and also in a newspaper of general circulation available in the City, not less than 15 days nor more than 30 days prior to the date fixed for the hearing, substantially in the form of the attached Notice.

4. Subject to final approval of the Project by the City and in anticipation of the approval by all necessary entities of the housing program, the Project, and the issuance of the Bonds to finance all or a portion of the Project, and in order that completion of the Project will not be unduly delayed when approved, the Borrower is hereby authorized to make such expenditures and advances toward payment of that portion of the costs of the Project to be financed from the proceeds of the Bonds, as the Borrower considers necessary, including the use of interim, short term financing, subject to reimbursement from the proceeds of the Bonds, if any, when delivered but otherwise without liability on the part of the City.

Adopted by the City Council of the City of Falcon Heights, Minnesota, this _____ day of _____, 2020.

Mayor

ATTEST:

City Administrator

The motion for the adoption of the foregoing resolution was duly seconded by member _____, and after full discussion thereof and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

whereupon said resolution was declared duly passed and adopted.

EXHIBIT A

NOTICE OF PUBLIC HEARING ON A PROPOSAL FOR A HOUSING PROGRAM AND THE ISSUANCE OF REVENUE BONDS FOR A SENIOR HOUSING PROJECT (SUITE LIVING SENIOR CARE OF RAMSEY PROJECT)

Notice is hereby given that the City Council of the City of Falcon Heights, Minnesota (the "City") will meet at the City Hall, 2077 Larpenteur Ave W, in the City, at _____ p.m. on _____, _____, 2020 to consider the proposal of Hampton Properties of Ramsey, LLC, a Minnesota limited liability company (the "Borrower"), whose sole member is Suburban Housing & Community Services Corporation, a California nonprofit corporation, that the City adopt a housing program to finance, in part, a project hereinafter described pursuant to Minnesota Statutes, Chapter 462C, by the issuance of revenue bonds or other obligations (the "Bonds").

The proceeds of the Bonds will be used to (i) finance, in part, the acquisition, construction, and equipping of an approximately 32-unit high acuity assisted living and memory care senior housing facility located on approximately 1.75 acres on 139th Lane Northwest at the intersection of Jasper Street Northwest in the City of Ramsey, Minnesota (the "Facility"); (ii) fund capitalized interest on the Bonds; (iii) fund required reserve funds; (iv) refinance certain taxable debt of the Borrower; and (v) pay all or a portion of the costs of issuance (collectively, the "Project"). The Facility is and will be owned and operated by the Borrower.

The aggregate estimated principal amount of the Bonds to finance and refinance the Project and related costs will be an amount not to exceed \$8,500,000.

Said Bonds, as and when issued, will not constitute a charge, lien, or encumbrance upon any property of the City except the Facility and the revenues to be derived from the Project. Such Bonds will not be a charge against the City's general credit or taxing powers but are payable solely from sums to be paid by the Borrower pursuant to a revenue agreement.

A draft copy of the proposed housing finance program is available for inspection at City Hall during normal business hours.

At the time, place, and manner fixed for the public hearing, the City Council of the City will give all persons who appear at the hearing an opportunity to express their views with respect to the proposal for the housing program and the Bonds. Written comments are encouraged and will be considered if submitted to the City Administrator at the above City office or to mail@falconheights.org on or before the date of the hearing.

[In accordance with the requirements of Minn. Stat. Section 13D.021, the City Council has determined that an in person meeting is not practical or prudent because of a health pandemic or an emergency declared under Chapter 12 of the Minnesota Statutes.

Because of the health pandemic and emergency declaration, it has been determined that attendance at the regular meeting location by members of the public is not feasible.

Because of the health pandemic and emergency declaration, it has been determined that the physical presence at the regular meeting location by at least one member of the body, chief legal counsel or chief administrative officer is not feasible.

Therefore, some or all of the City Council members may be participating by telephone or other electronic means.

PLEASE NOTE: Due to the COVID-19 outbreak, the public hearing will be conducted via telephone or other electronic means as allowed under Minnesota Statutes, Section 13D.021. Please refer to the City of Falcon Heights's website at www.falconheights.org, email mail@falconheights.org, or call City Hall at 651-792-7600 to learn how to attend the public hearing via telephone or electronically. The meeting will also be live-streamed at <https://webstreaming.ctv15.org/regionview.php?regionid=97>.]

By: _____
City Administrator

BLANK PAGE

STATE OF MINNESOTA
COUNTY OF RAMSEY
CITY OF FALCON HEIGHTS

I, the undersigned, being the duly qualified and acting City Administrator of the City of Falcon Heights, Minnesota, DO HEREBY CERTIFY that I have compared the attached and foregoing extract of minutes with the original thereof on file in my office, and that the same is a full, true and complete transcript of the minutes of a meeting of the City Council of said City duly called and held on the date therein indicated, insofar as such minutes relate to calling for a public hearing on the Suite Living Senior Care of Ramsey Project.

WITNESS my hand and the seal of said City this ____ day of _____, 2020.

City Administrator

(SEAL)

BLANK PAGE



The City That Soars!

REQUEST FOR COUNCIL ACTION

Meeting Date	May 13, 2020
Agenda Item	Presentations C2
Attachment	CAFR Documents
Submitted By	Sack Thongvanh, City Administrator

Item	Year End 2019 Annual Audit Report
Description	<p>Matt Meyer of BerganKDV will present the Comprehensive Annual Financial Report for the Year Ended December 31, 2019. The Financial Report is a complex document that includes evaluation and analysis of the financial stability of the City as it relates to General Fund, Capital Funds, Proprietary Funds, and Debt Service Funds.</p> <p>Mr. Meyer will provide a high-level overview of the financial stability of the City for year-end 2019.</p>
Budget Impact	N/A
Attachment(s)	<p>Communications Letter</p> <p>Compliance Report</p> <p>Comprehensive Annual Financial Report (CAFR) 2019</p>
Action(s) Requested	Motion to accept and approve the Year End 2019 Annual Audit Report.

BLANK PAGE



**DO
MORE.**

City of Falcon Heights

Audit Presentation

May 13, 2020

Independent Auditor's Report

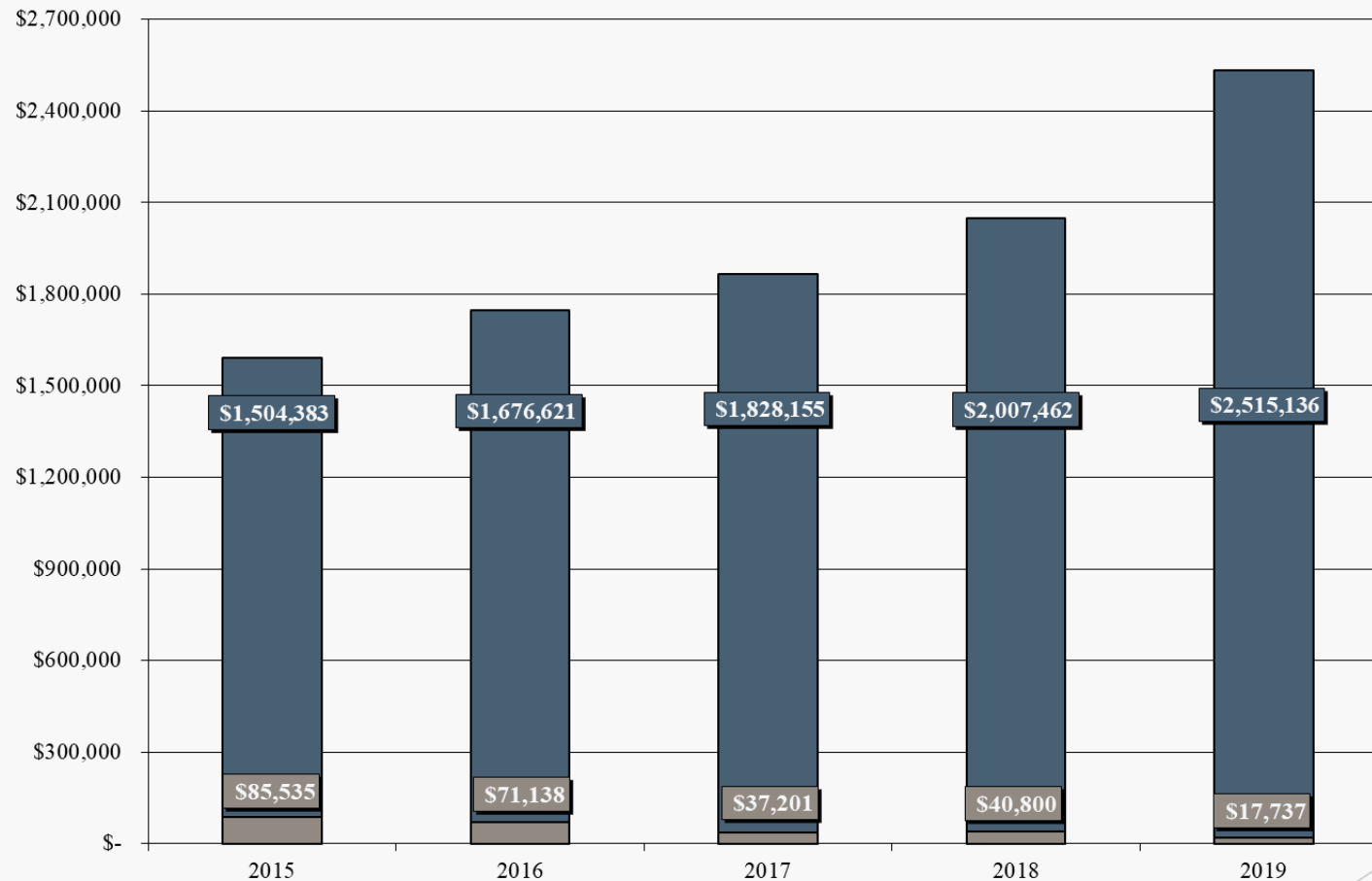
- Management is responsible for the financial statements
- Auditor is responsible to express an opinion on the financial statements
- Unmodified Opinion – best opinion an auditor is able to offer
- Provides assurance that the financial statements are fairly presented in all material respects
- Legal Compliance Audit – No findings

General Fund

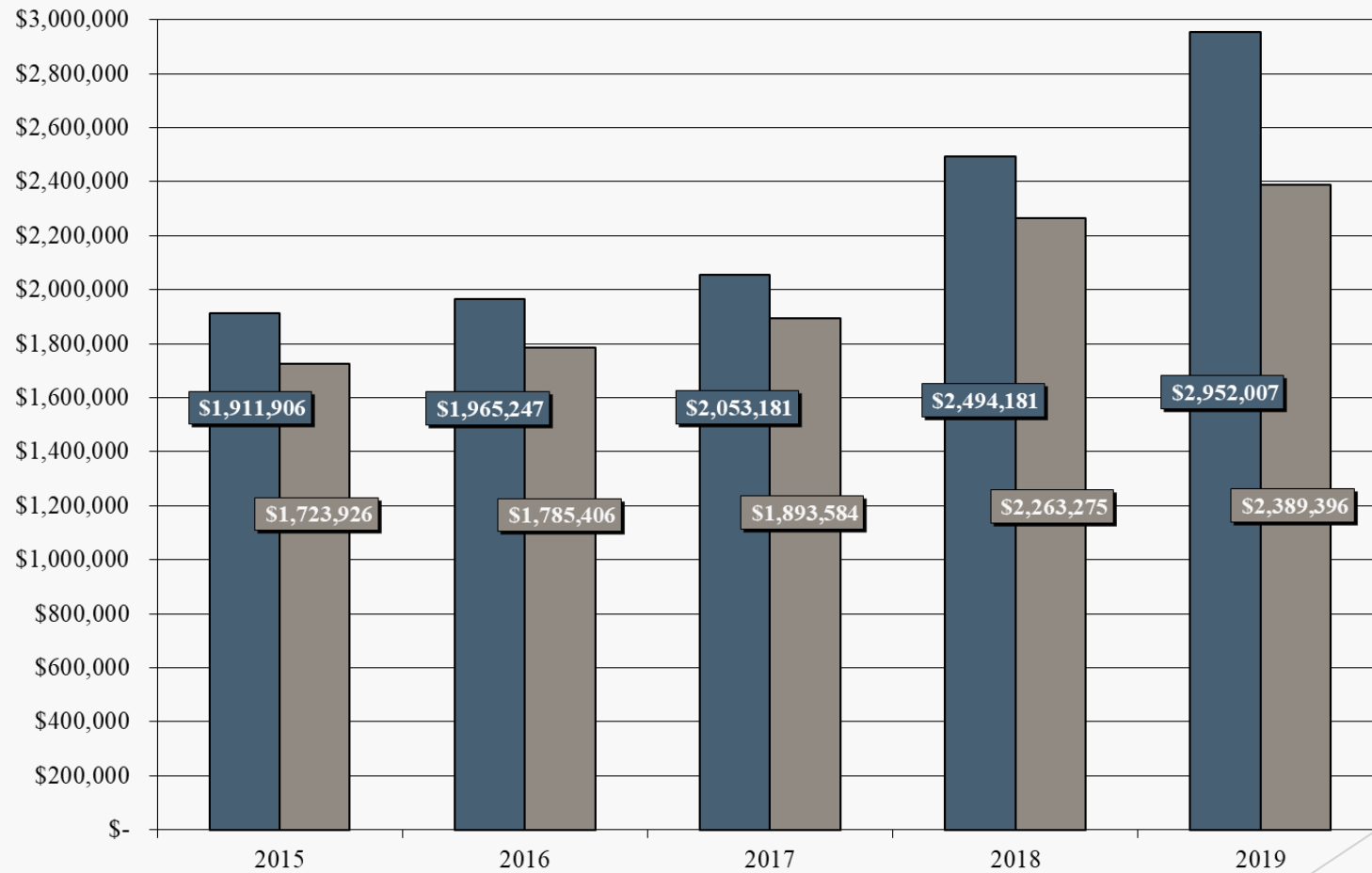
Budget

	Original and Final Budget	Actual Amounts	Variance with Final Budget - Over (Under)
Revenues			
Taxes	\$ 1,747,260	\$ 1,760,792	\$ 13,532
Licenses and permits	69,250	159,031	89,781
Intergovernmental	713,232	825,387	112,155
Charges for services	59,730	108,901	49,171
Fines and forfeitures	35,000	28,191	(6,809)
Miscellaneous	44,226	69,705	25,479
Total revenues	<u>2,668,698</u>	<u>2,952,007</u>	<u>283,309</u>
Expenditures			
General government	727,770	670,814	(56,956)
Public safety	1,512,927	1,424,994	(87,933)
Public works	253,449	208,414	(45,035)
Parks and recreation	96,552	85,174	(11,378)
Total expenditures	<u>2,590,698</u>	<u>2,389,396</u>	<u>(201,302)</u>
Excess of receipts over disbursements	78,000	562,611	484,611
Other Financing Uses			
Transfers out	<u>(78,000)</u>	<u>(78,000)</u>	<u>-</u>
Net change in fund balance	<u>\$ -</u>	<u>\$ 484,611</u>	<u>\$ 484,611</u>

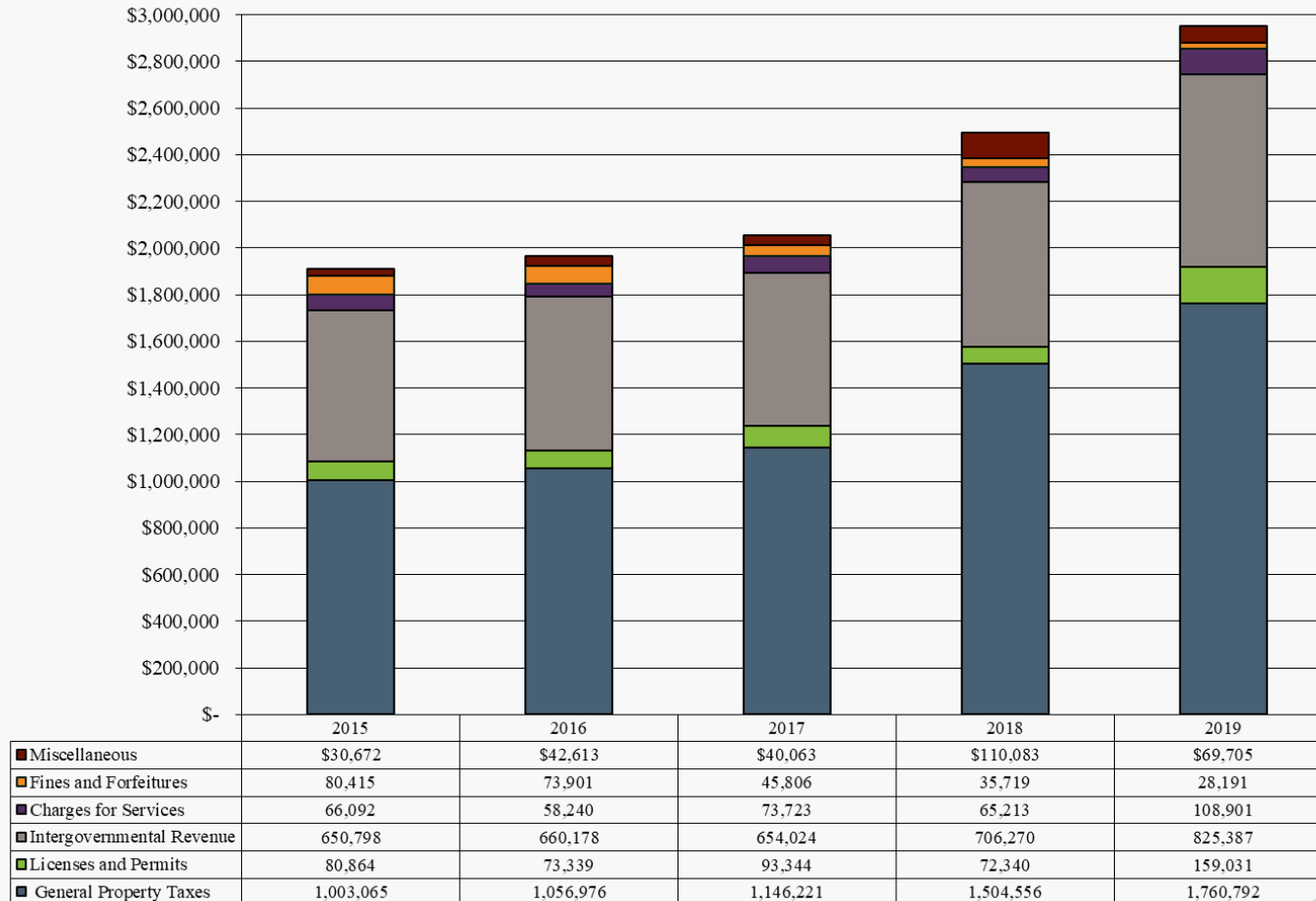
General Fund Balance



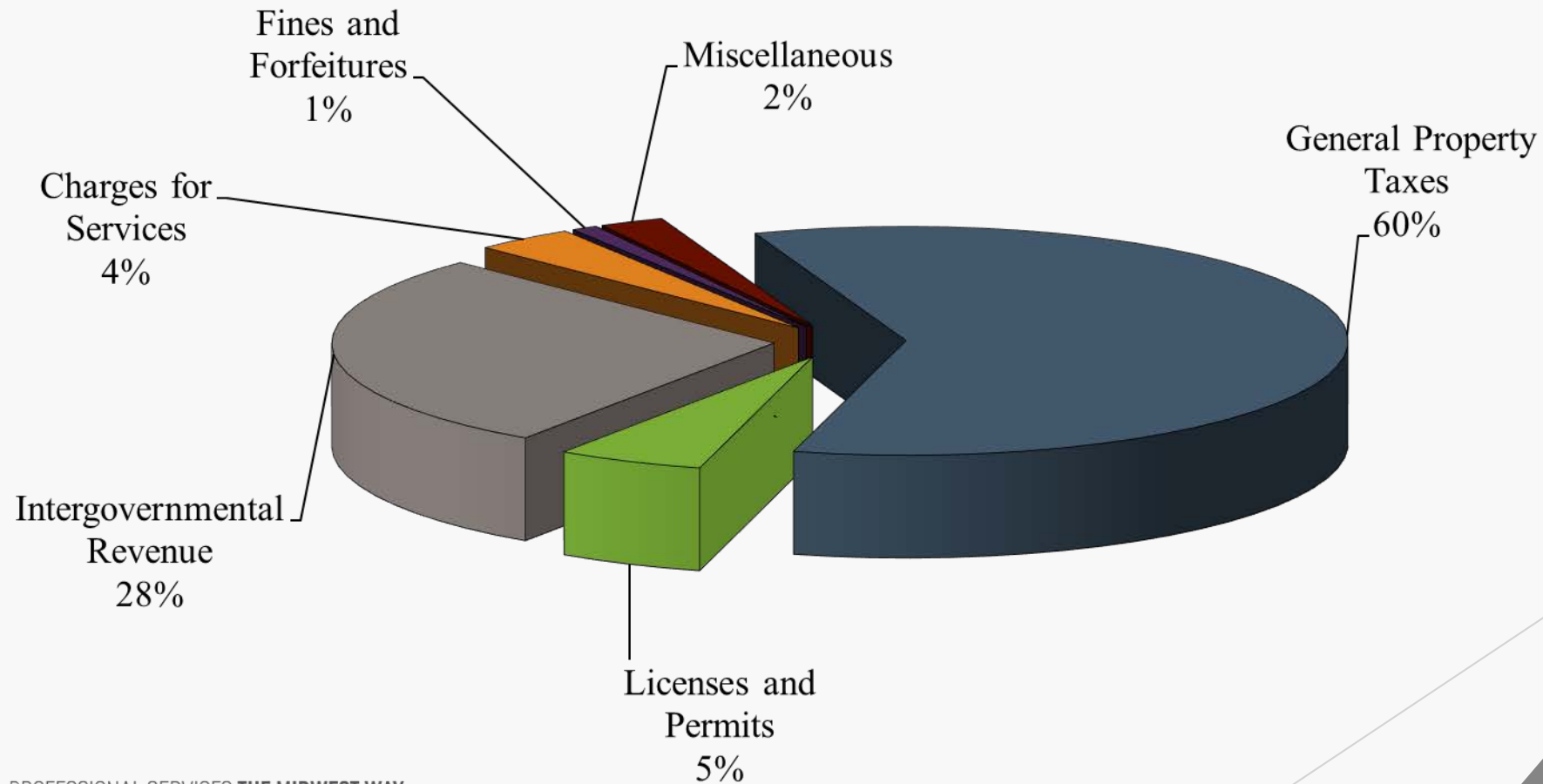
General Fund



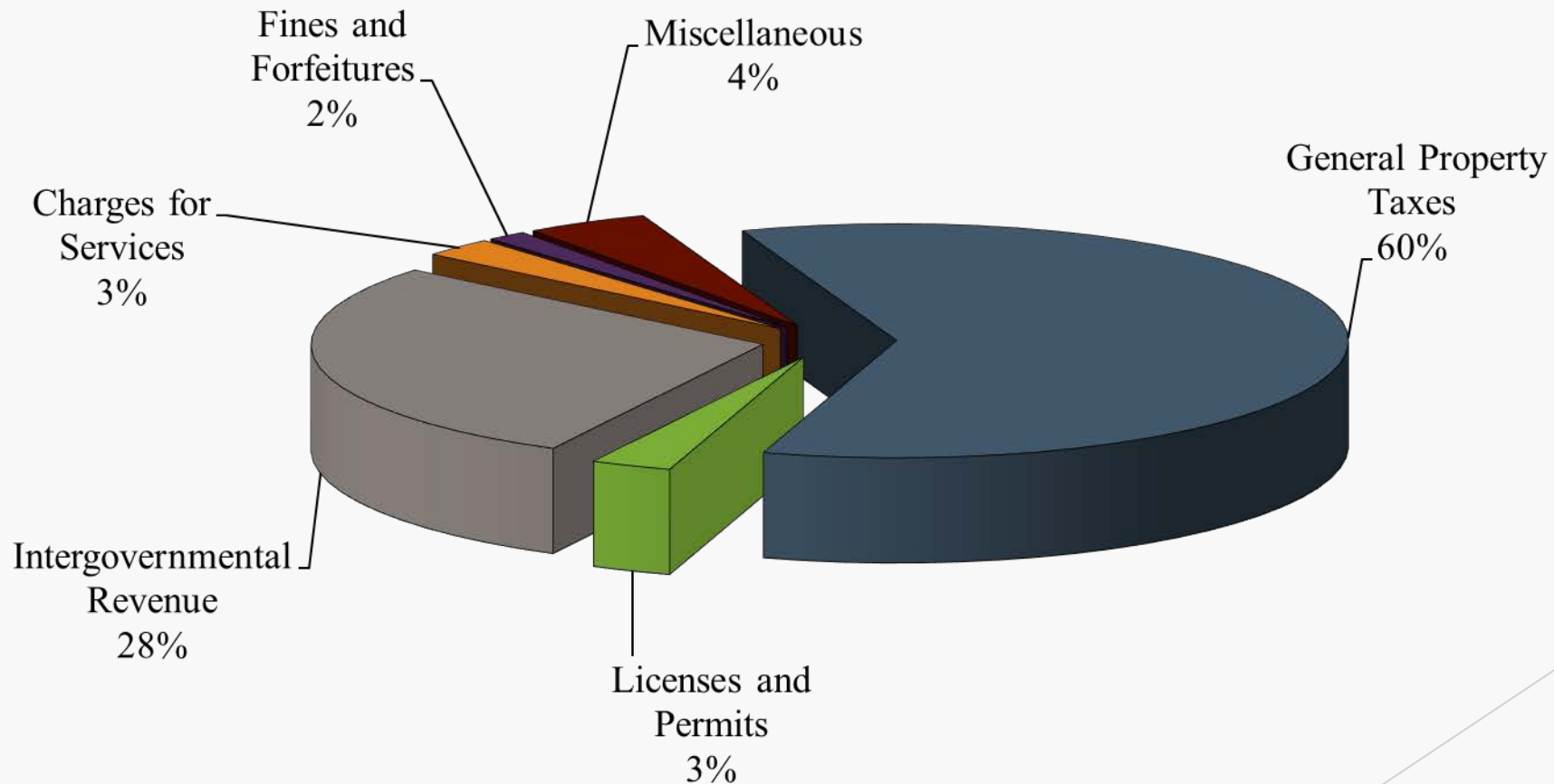
General Fund Revenues



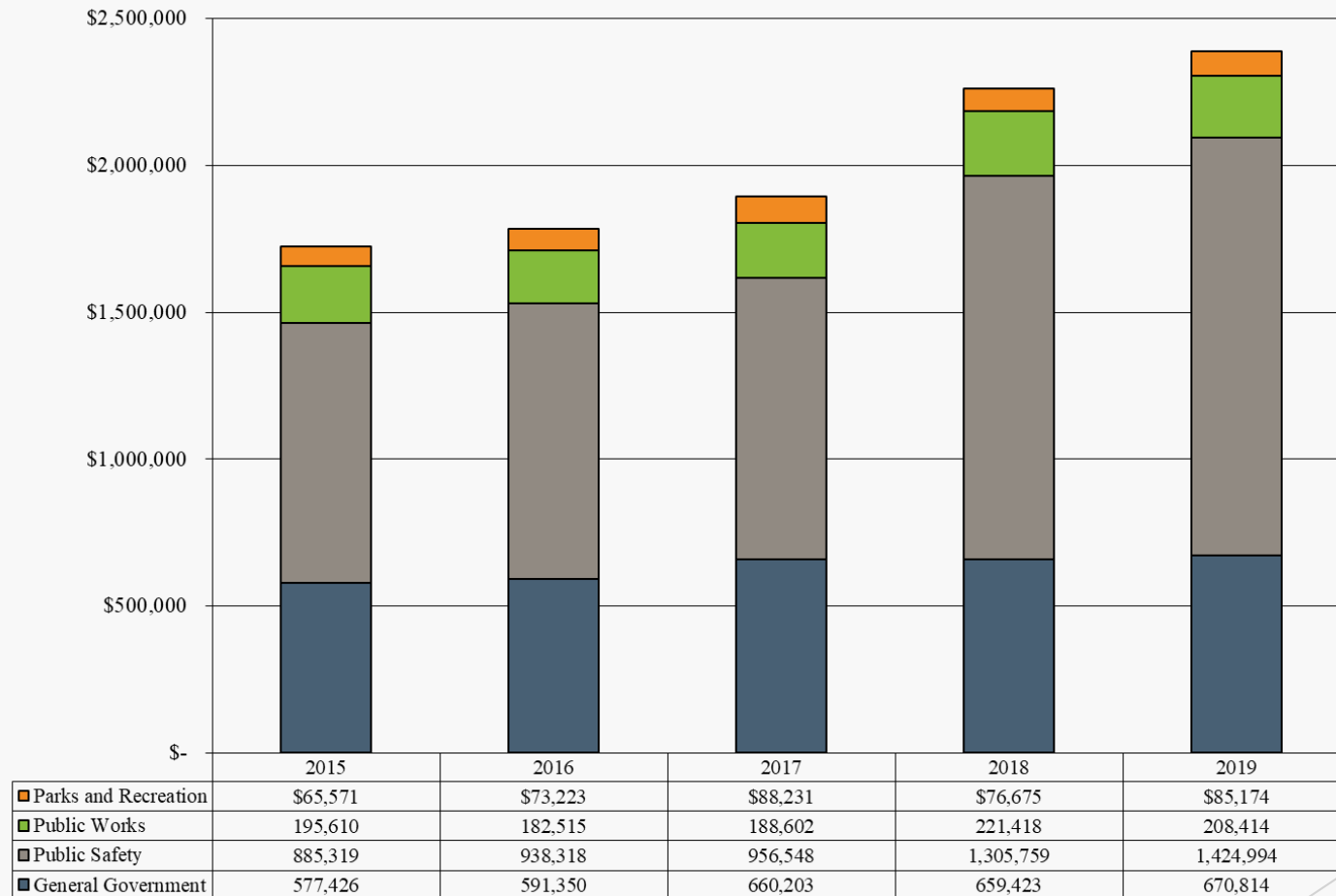
General Fund 2019 Revenues



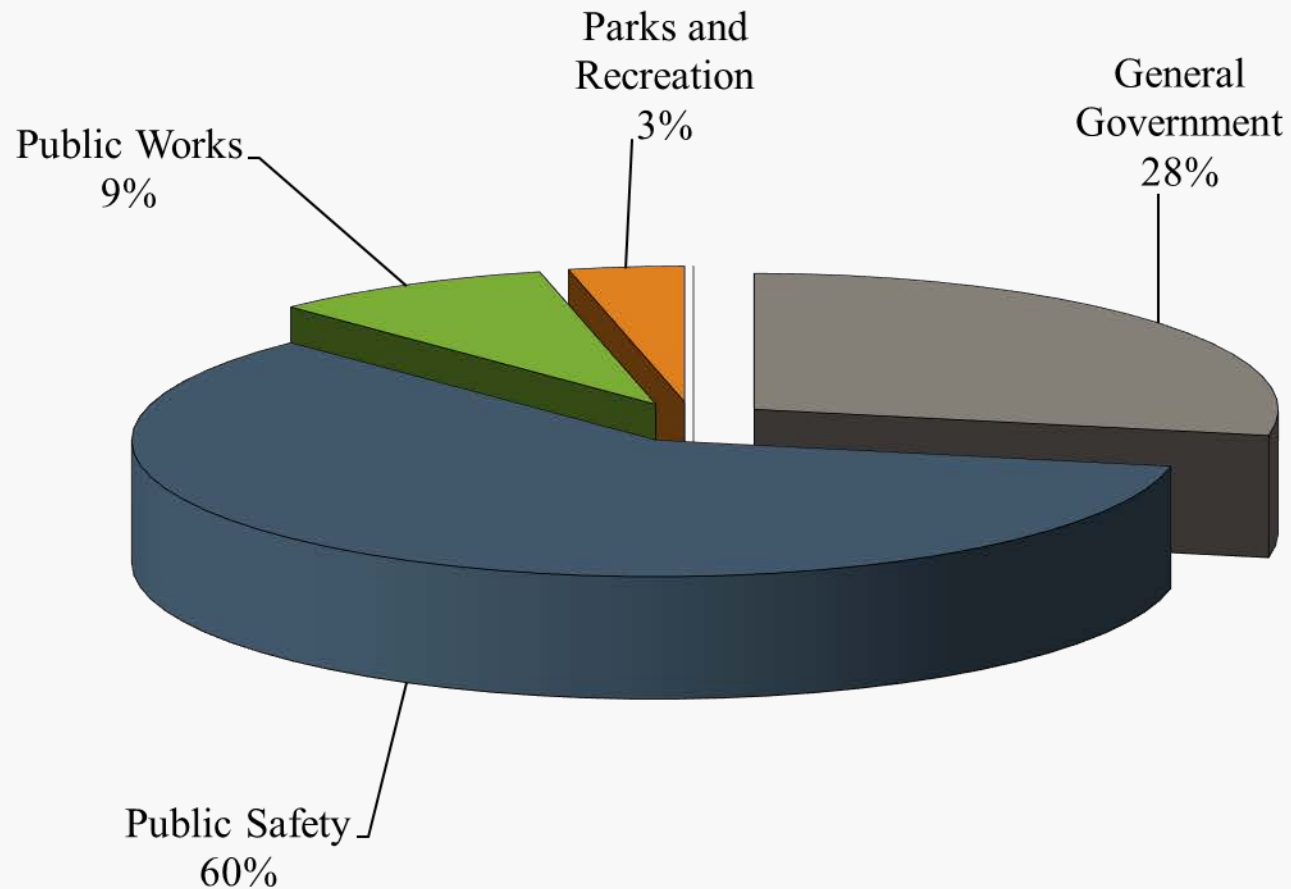
General Fund 2018 Revenues



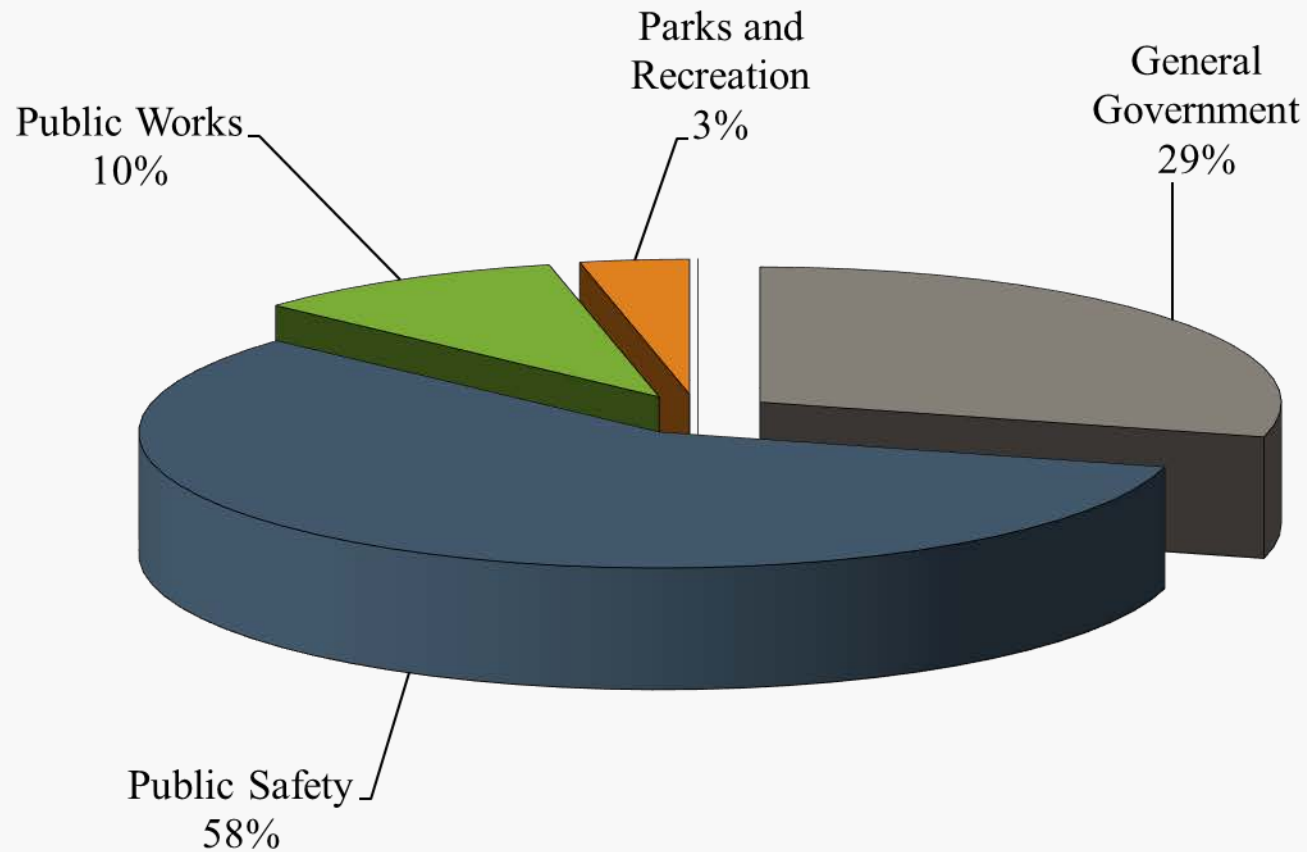
General Fund Expenditures



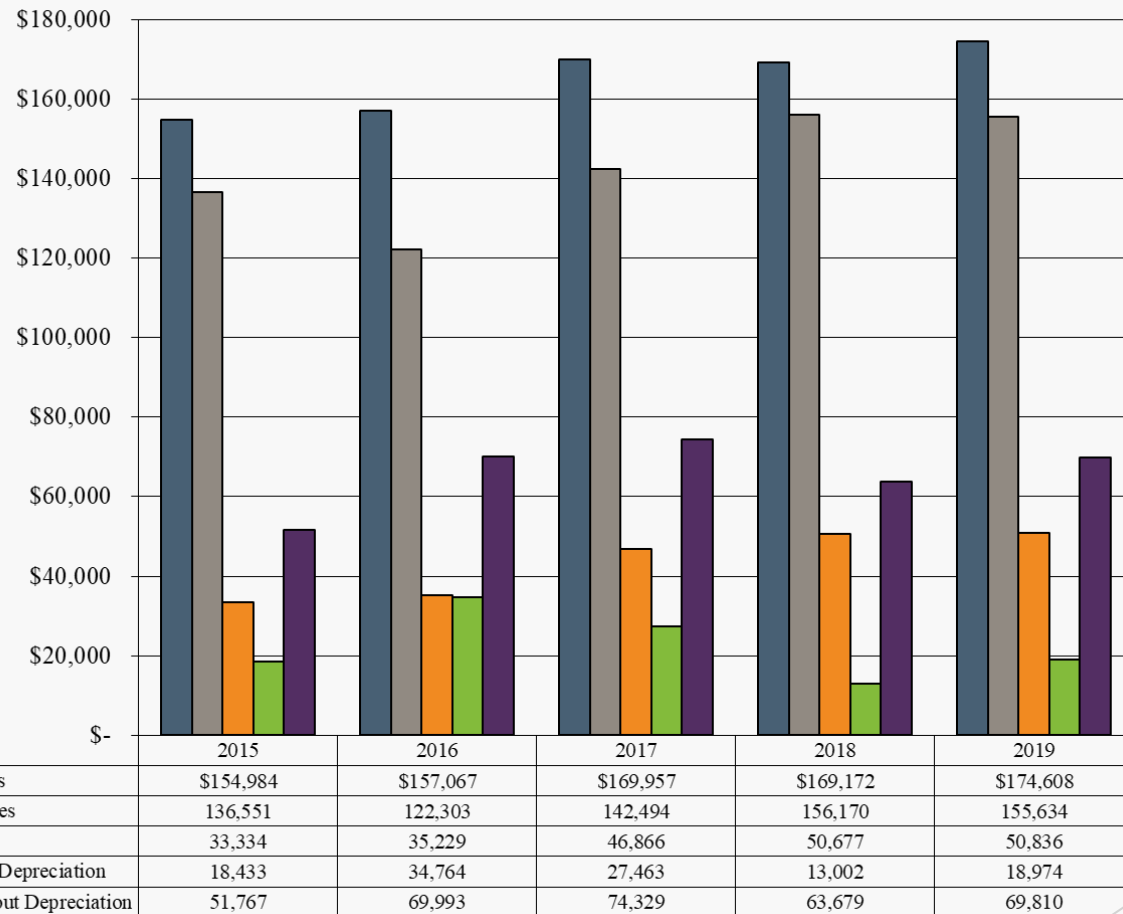
General Fund 2019 Expenditures



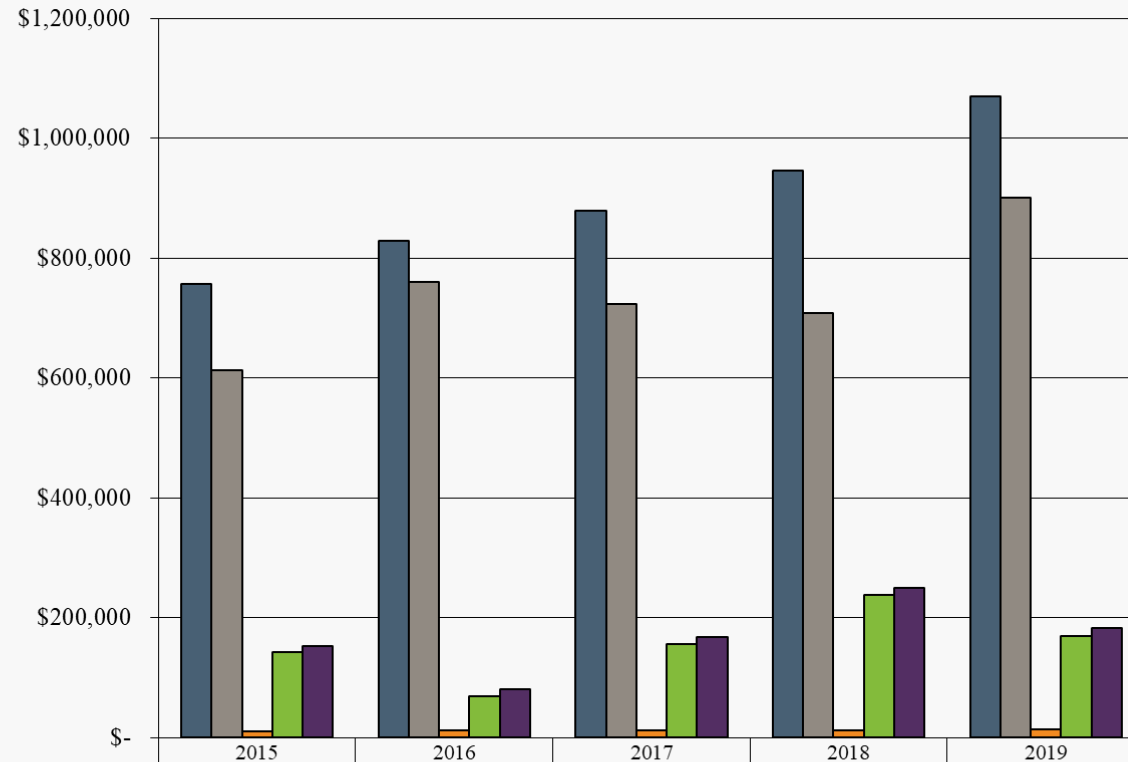
General Fund 2018 Expenditures



Storm Drainage Fund



Sanitary Sewer Fund



	2015	2016	2017	2018	2019
■ Sewer Charges	\$756,539	\$829,339	\$879,391	\$945,893	\$1,070,459
■ Total Operating Expenses	613,868	760,415	723,236	708,321	901,784
■ Depreciation	10,296	11,958	12,013	12,620	13,281
■ Operating Income with Depreciation	142,671	68,924	156,155	237,572	168,675
■ Operating Income without Depreciation	152,967	80,882	168,168	250,192	181,956

QUESTIONS?

Matt Mayer

952-563-6873

Matt.Mayer@berganKDV.com



DO
MORE.



LET'S DO MORE, TOGETHER.

THANK YOU

BerganKDV is a leading professional services firm with a contagious culture; where growth is fostered and making a difference means something. Our values drive our decisions, and our passion is empowering people and creating a wow experience for our clients.

We are powered by people who do business the Midwest way delivering comprehensive business, financial and technology solutions including business planning and consulting, tax, assurance and accounting, technology, wealth management and turnaround management services. From tax reform to technology, we go beyond so you can...

DO MORE.



berganKDV
bergankdv.com | #starthere

CITY OF FALCON HEIGHTS
Regular Meeting of the City Council
City Hall
2077 West Larpenteur Avenue
AGENDA
April 22, 2020 at 7:00 P.M.

NOTE: THIS MEETING WAS HELD BY WEB CONFERENCE

- A. CALL TO ORDER:
- B. ROLL CALL: ANDREWS_X_ GUSTAFSON_X_ LEEHY_X_
MIAZGA_X_ WEHYEE_X_

STAFF PRESENT: THONGVANH_X_

- C. PRESENTATION

- D. APPROVAL OF MINUTES:
1. March 11, 2020 Regular City Council Meeting
 2. April 8, 2020 Emergency/Special City Council Meeting (held by web conference)

Approved 5-0

- E. PUBLIC HEARINGS:

- F. CONSENT AGENDA:
1. General Disbursements through: 4/14/20 \$190,462.16
Payroll through: 4/15/20 \$21,441.72
 2. Appointment of Karen Cooley Kistler to Community Engagement Commission
 3. Community Development Coordinator Justin Markon's 18-Month Employee Step Adjustment

Council Member Wehyee

Consent Agenda #2-Council Member Wehyee is looking forward to having Karen join the Community Engagement Commission.

City Administrator Thongvanh

Consent Agenda #3-Administrator Thongvanh has spoken on the behalf of Justin's performance. Justin is dedicated, motivated and a great communicator with residents/staff. This has shown through his work with the Comprehensive Plan for the Metropolitan Council and Planning Commission. He is very efficient with his time (referencing Laserfiche project). Justin was able to push the project of the Organic Dumpster forward and this has benefited

many residents in the community. His work with grant writing, Amber Union and the Hendrickson project have also been some highlights of his work.

Council Member Leehy, Approved 5-0

G: POLICY ITEMS:

1. Wetland Conservation Act (WCA) Delegation to Capitol Region Watershed District

City Administrator Thongvanh

Ryan Johnson, Environmental Specialist from the City of Roseville, will be assisting with answering questions. In 1991, the State passed the Wetland Conservation Act (WCA). The intent of this act is no net loss of wetlands within the State of Minnesota. This law is implemented by a local governmental unit (LGU). The LGU can be the City, the watershed district, the County, or even the Soil and Water Conservation districts. Currently, Rice Creek Watershed District serves as the LGU for the portions of Falcon Heights within their boundaries. The City still serves as the LGU for the portion of Falcon Heights that falls within the Capitol Region Watershed District (CRWD). One of the goals of the City's Comprehensive Surface Water Management Plan (CSWMP) is to transfer responsibility of WCA administration to CRWD.

A City Council Resolution is needed to transfer LGU authority and delegate the WCA responsibilities to the CRWD. After adoption, a copy of the Resolution will be sent to the CRWD for their Board approval. Once adopted, the City will no longer serve as the LGU authority, and local watershed districts will serve as the LGU to implement the WCA within the City limits. CRWD will record the transfer of authority with the Minnesota Board of Water and Soil Resources.

As part of the Wetland Conservation Act, the LGU will follow a series of steps to assure the "no net loss" criteria is met for development proposals impacting wetland areas. The watershed responsibility as the LGU is to assure that proper steps are taken and for whichever alternative is selected, that the process is carried through in accordance with the WCA with the intent of preserving the wetland acreage within the City of Falcon Heights.

Council Member Leehy

On the map provided, just to clarify, does everything belong to Capitol Region except for those two areas signified with the blue outline?

Ryan Johnson

Most of the City is in Capitol Region, that's everything to the south and east. There are two small portions that are Rice Creek. Capitol Region doesn't have authority over the U of M or State Fair grounds. A lot of it does go through Capitol Region anyways as the local government unit for St. Paul.

Council Member Leehy

Council Member Leehy thinks that to answer questions in the future, the map should have a statement about the rest of Falcon Heights belonging to Capitol Region.

Is there a certain thing that triggered this coming about in this council meeting, or have there been happenings leading up to this?

Ryan Johnson

Every year there are false reports based on wetland calls/infractions (normal reporting to the Board of Water and Soil Resources). During one of the audits it has been noticed that this area of Falcon Heights has not been audited (nothing reported). Therefore, the Wetland Specialist for the area reached out. There have been no wetland regulation issues for the City of Falcon Heights. Falcon Heights has 7 wetland areas including U of M and State Fair. Capitol Region has more staff members that are available for these things and they already oversee a big chunk of the area. This keeps the Wetland Conservation Act within their entire district, which promotes efficiency.

Council Member Andrews

Council Member Andrews thinks moving forward with this will lessen complications amongst those involved.

Mayor Gustafson

For the areas that are part of the Rice Creek Watershed District, will the Rice Creek Watershed District remain the Local Government Unit for those areas of the City? This won't affect that relationship?

City Administrator Thongvanh

Correct, they already have the authority.

Ryan Johnson

Current areas that are currently part of Rice Creek will not affect Capitol Region.

Council Member Wehyee

Will the jurisdiction that Rice Creek oversees be transferred to Capitol Region?

Ryan Johnson

Current areas that are currently part of Rice Creek will not affect Capitol Region. Capitol Region will oversee any areas that are within their jurisdiction.

Mayor Gustafson

The fairgrounds and U of M will have to make their own deals with Capitol Region.

Council Member Miazga, Approved 5-0

2. Accept DEED Grant for Amber Union Project

City Administrator Thongvanh

In October 2019, the City Council approved a grant application with the Minnesota Department of Employment and Economic Development for mediation work at the Amber Union site (1667

Snelling Ave). In January 2020, the City was awarded \$151,774 for contamination cleanup efforts.

The grant work will be completed by Buhl GTA, the property owner, and because of this, the City requires a sub-grant agreement between the City and Buhl GTA. The DEED grant requires a 25% local match, which must be satisfied before grant funds are disbursed. In the sub-grant agreement, the City requires documentation that the local match has been paid by Buhl GTA prior to any request being sent to DEED. The City is the required grant administrator but the project is being overseen by Buhl GTA. Therefore, the City is acting as a pass-through for grant funds, with proper oversight provided that the project is adhering to the grant and sub-grant agreements.

In the packet is the grant award letter, the grant agreement and the sub-grant agreement.

Council Member Miazga

Is the City going to match \$50,594?

City Administrator Thongvanh

That amount would be paid by BUHL Investors.

Council Member Leehy

BUHL Investors has been diligent in every step and hurdle that has come up. They are taking every step they can to turn this building around.

Mayor Gustafson

Has the state received notification that the matching fund will be received from BUHL Investors?

City Administrator Thongvanh

Not yet, once the process for the request has started, that information will be received from BUHL. Then the information will be sent forward. We have the sub-agreement for BUHL to pay first.

Mayor Gustafson

By the Council approving this tonight, we would then be able to execute the agreement with BUHL, have them sign it and then the work can start and we can submit the bills to DEED to get the funding involved that will pay for the work as the invoices come in?

City Administrator Thongvanh

Yes.

Council Member Miazga, Approved 5-0

H. INFORMATION/ ANNOUNCEMENTS:

Council Member Andrews

- Nothing to report.

Council Member Miazga

- Northeast Youth and Family has a new President and Director.
- Ron Robinovitz, author of Letters from Jackie, had a feature written about him and his letters on MLB.com

Council Member Leehy

- Parks Commission will be holding their next meeting May 4th at 6:30PM via web conference. There are vacancies on the Parks Commission.
- Together Tuesday is an opportunity every Tuesday at 7PM for residents to step out into their yards for 5 minutes and make creative noise.

Council Member Wehyee

- Together Tuesday is going well. Thanks to the Community Engagement Commission. Great feedback and involvement from the community.
- Karen will be joining the Community Engagement Commission. This will be a great opportunity and the Commission is excited.

Mayor Gustafson

- Nation Night Out (Night to Unite) is moving to October 6th.
- License Center at Roseville is open for certain services (drop-off).
- Sheriff's Office COVID-team is starting to see an increase in callers who need assistance. Team can be contacted at 651-448-3874 or by email at helpteam@co.ramsey.mn.us. Monday- Friday 8AM-8PM and Saturday-Sunday 10AM-4PM. They coordinate food donations or with tasks that need to be completed. Open to everyone in Ramsey County.

City Administrator Thongvanh

- Workshop in May.
- Council Meeting in May will go over the Financial Audit.

I. COMMUNITY FORUM:

*Please limit comments to 3 minutes per person. Items brought before the Council will be referred for consideration. Council may ask questions for clarification, but no council action or discussion will be held on these items. **A PROCESS TO RECEIVE PUBLIC FEEDBACK IS BEING CONSIDERED.***

J. ADJOURNMENT: The meeting adjourned at 8:05 p.m.

Randy Gustafson, Mayor

Dated this 22nd day of April, 2020

Sack Thongvanh, City Administrator

BLANK PAGE



The City That Soars!

REQUEST FOR COUNCIL ACTION

Meeting Date	May 13, 2020
Agenda Item	Consent F1
Attachment	General Disbursements and Payroll
Submitted By	Roland Olson, Finance Director

Item	General Disbursements and Payroll
Description	General Disbursements through: 5/07/20 \$193,670.42 Payroll through: 4/30/20 \$18,077.30
Budget Impact	The general disbursements and payroll are consistent with the budget.
Attachment(s)	<ul style="list-style-type: none"> • General Disbursements and Payroll
Action(s) Requested	Staff recommends that the Falcon Heights City Council approve general disbursements and payroll.

BLANK PAGE

PACKET: 02131 APR 21 PAYABLES

VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----		GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME----- DISTRIBUTION
=====					
01-05380	BERGANKDV				
I-1078599		INTERIM AUDIT FEES	10,000.00		
4/21/2020	APBNK	DUE: 4/21/2020 DISC: 4/21/2020		1099: N	
		INTERIM AUDIT FEES		101 4113-80310-000	AUDIT 10,000.00
		=== VENDOR TOTALS ===	10,000.00		
=====					
01-03103	CANON FINANCIAL SERVICES				
I-212349610		APR COPIER CHRGS	122.39		
4/21/2020	APBNK	DUE: 4/21/2020 DISC: 4/21/2020		1099: N	
		APR COPIER CHRGS		101 4131-87010-000	CITY HALL MAINTENANCE 122.39
		=== VENDOR TOTALS ===	122.39		
=====					
01-03111	CENTER FOR ENERGY AND ENVIRONM				
I-17676		HOME ENERGY SQUAD ENHANCED VI	250.00		
4/21/2020	APBNK	DUE: 4/21/2020 DISC: 4/21/2020		1099: N	
		HOME ENERGY SQUAD ENHANCED VIS		101 4117-89070-000	ENERGY AUDIT INCENTIVE 250.00
		=== VENDOR TOTALS ===	250.00		
=====					
01-03110	CENTURY LINK				
I-202004217493		SVC TO MAY 6TH	63.35		
4/21/2020	APBNK	DUE: 4/21/2020 DISC: 4/21/2020		1099: N	
		SVC TO MAY 6TH		601 4601-85011-000	TELEPHONE - LANDLINE 63.35
		=== VENDOR TOTALS ===	63.35		
=====					
01-05175	CONTINENTAL RESEARCH CORPORATI				
I-13229		WEED KILLER	540.00		
4/21/2020	APBNK	DUE: 4/21/2020 DISC: 4/21/2020		1099: N	
		WEED KILLER		101 4141-70100-000	SUPPLIES 540.00
		=== VENDOR TOTALS ===	540.00		
=====					
01-04000	EHLERS AND ASSOCIATES				
I-83149		AUDITOR RESPONSE ON TIF	132.50		
4/21/2020	APBNK	DUE: 4/21/2020 DISC: 4/21/2020		1099: N	
		AUDITOR RESPONSE ON TIF		414 4414-81900-000	OTHER PROFESSIONAL SERVI 132.50
		=== VENDOR TOTALS ===	132.50		

PACKET: 02131 APR 21 PAYABLES
VENDOR SET: 01 City of Falcon Heights
SEQUENCE : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

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

01-07262 FASTSIGNS- ROSEVILLE

I-204-53020		NAMEPLATES	38.40			
4/21/2020	APBNK	DUE: 4/21/2020 DISC: 4/21/2020		1099: N		
		NAMEPLATES		101 4124-70100-000	SUPPLIES	38.40
=== VENDOR TOTALS ===			38.40			

01-05060 MCQUEEN EQUIPMENT INC

I-P26896		SWEEPER PARTS	549.05			
4/21/2020	APBNK	DUE: 4/21/2020 DISC: 4/21/2020		1099: N		
		SWEEPER PARTS		602 4602-83025-000	SWEEPER PARTS/SUPPLIES	549.05
=== VENDOR TOTALS ===			549.05			

01-05582 MENARDS

I-202004217492		SUPPLES	29.59			
4/21/2020	APBNK	DUE: 4/21/2020 DISC: 4/21/2020		1099: N		
		SUPPLES		101 4131-70110-000	SUPPLIES	29.59
=== VENDOR TOTALS ===			29.59			

01-05670 METRO PRODUCTS INC

I-151097		BOLTS AND WASHERS	8.86			
4/21/2020	APBNK	DUE: 4/21/2020 DISC: 4/21/2020		1099: N		
		BOLTS AND WASHERS		101 4131-70110-000	SUPPLIES	8.86
=== VENDOR TOTALS ===			8.86			

01-05843 MN NCPERS LIFE INSURANCE

I-458800052020		MAY LIFE INS	48.00			
4/21/2020	APBNK	DUE: 4/21/2020 DISC: 4/21/2020		1099: N		
		MAY LIFE INS		101 21709-000	OTHER PAYABLE	24.64
		MAY LIFE INS		204 21709-000	OTHER PAYABLE	1.60
		MAY LIFE INS		601 21709-000	OTHER PAYABLE	15.52
		MAY LIFE INS		602 21709-000	OTHER PAYABLE	6.24
=== VENDOR TOTALS ===			48.00			

PACKET: 02131 APR 21 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

01-06027 OLSEN FIRE INSPECTION, INC.

I-Z132941		SPRINKLER TESTS	255.00			
4/21/2020	APBNK	DUE: 4/21/2020 DISC: 4/21/2020		1099: N		
		SPRINKLER TESTS		101 4141-87120-000	FACILITIES & GROUND MAIN	255.00

I-Z132942		SPRINKLER TESTS	255.00			
4/21/2020	APBNK	DUE: 4/21/2020 DISC: 4/21/2020		1099: N		
		SPRINKLER TESTS		101 4131-87010-000	CITY HALL MAINTENANCE	255.00

=== VENDOR TOTALS === 510.00

01-06030 OLSON, ROLAND

I-202004217494		MILEAGE REIMB	31.40			
4/21/2020	APBNK	DUE: 4/21/2020 DISC: 4/21/2020		1099: N		
		MILEAGE REIMB		101 4113-86010-000	MILEAGE	31.40

=== VENDOR TOTALS === 31.40

01-06185 RAMSEY COUNTY

RRRV - 001331		2ND QTR ELECTION SVC 2020	3,893.00			
1/2020	APBNK	DUE: 4/21/2020 DISC: 4/21/2020		1099: N		
		2ND QTR ELECTION SVC 2020		101 4115-80300-000	ELECTION CONTRACT	3,893.00

=== VENDOR TOTALS === 3,893.00

=== PACKET TOTALS === 16,216.54

PACKET: 02137 MAY 6 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
=====						
01-00875	BHE COMMUNITY SOLAR, LLC					
I-10480199		BHE COMMUNITY SOLAR, LLC	929.27			
5/07/2020	APBNK	DUE: 5/07/2020 DISC: 5/07/2020		1099: N		
		BHE COMMUNITY SOLAR, LLC		101 4131-85025-000	SOLAR ELECTRIC	929.27
		=== VENDOR TOTALS ===	929.27			
=====						
01-01034	BRAKE AND EQUIPMENT WAREHOUSE					
I-01jf9614		BRAKE PARTS FOR F250 TRK	275.28			
5/06/2020	APBNK	DUE: 5/06/2020 DISC: 5/06/2020		1099: N		
		BRAKE PARTS FOR F250 TRK		101 4132-87000-000	REPAIR EQUIPMENT	275.28
		=== VENDOR TOTALS ===	275.28			
=====						
01-06290	CITY OF ROSEVILLE					
I-228643X		ENG AND IT	1,758.73			
5/06/2020	APBNK	DUE: 5/06/2020 DISC: 5/06/2020		1099: N		
		ENGINEERING		101 4133-80100-000	ENGINEERING SERVICES	1,758.73
I-228842X		IT APRIL	3,693.00			
5/06/2020	APBNK	DUE: 5/06/2020 DISC: 5/06/2020		1099: N		
		IT APRIL		101 4124-85070-000	NETWORK/TECH SUPPORT(I-N	924.00
		IT APRIL		101 4116-85070-000	TECHNICAL SUPPORT	2,769.00
I-228912		FIRE FIGHTER RECOGNITIN PLAQU	140.12			
5/07/2020	APBNK	DUE: 5/07/2020 DISC: 5/07/2020		1099: N		
		FIRE FIGHTER RECOGNITIN PLAQUE		101 4124-70100-000	SUPPLIES	140.12
I-228923		2ND QTR FIRE CONTRACT&PLAQUES	10,000.00			
5/07/2020	APBNK	DUE: 5/07/2020 DISC: 5/07/2020		1099: N		
		2ND QTR FIRE CONTRACT		101 4124-80330-000	FIRE CONSULTANT	10,000.00
		=== VENDOR TOTALS ===	15,591.85			
=====						
01-05519	CRAIGRAPP LLC					
I-1.07.20		LEADERSHIP DEVELOPMENT CLASS	1,175.00			
5/06/2020	APBNK	DUE: 5/06/2020 DISC: 5/06/2020		1099: N		
		LEADERSHIP DEVELOPMENT CLASS		101 4112-86100-000	CONFERENCES/EDUCATION/AS	1,175.00
		=== VENDOR TOTALS ===	1,175.00			

PACKET: 02137 MAY 6 PAYABLES
 VENDOR SET: 01 City of Falcon Heights
 SEQUENCE : ALPHABETIC
 DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
BT DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-04030		EMERGENCY RESPONSE SOLUTIONSKL				
I-14723		FIRE CLOTHES	539.65			
5/06/2020	APBNK	DUE: 5/06/2020 DISC: 5/06/2020		1099: N		
		FIRE CLOTHES		101 4124-77000-000	CLOTHING	539.65
		=== VENDOR TOTALS ===	539.65			
=====						
01-05119		GFOA				
I-202005067504		CAFR APPLICATION FEE REVIEW	460.00			
5/06/2020	APBNK	DUE: 5/06/2020 DISC: 5/06/2020		1099: N		
		CAFR APPLICATION FEE REVIEW		101 4113-89000-000	MISCELLANEOUS	460.00
		=== VENDOR TOTALS ===	460.00			
=====						
01-05395		GOGOI JOHN				
I-202005067503		REFUND COMM GARDEN PLOT	25.00			
5/06/2020	APBNK	DUE: 5/06/2020 DISC: 5/06/2020		1099: N		
		REFUND COMM GARDEN PLOT		203 34500-000	COMMUNITY GARDEN PLOT FE	25.00
		=== VENDOR TOTALS ===	25.00			
=====						
01-05115		GOPHER STATE ONE CALL				
I-0040384		APR 2020 LOCATES	151.20			
5/06/2020	APBNK	DUE: 5/06/2020 DISC: 5/06/2020		1099: N		
		APR 2020 LOCATES		601 4601-88030-000	LOCATES	151.20
		=== VENDOR TOTALS ===	151.20			
=====						
01-05235		JAN-PRO CLEANING SYSTEMS				
I-93416		JANITORIAL SVC MAY	450.00			
5/07/2020	APBNK	DUE: 5/07/2020 DISC: 5/07/2020		1099: N		
		JANITORIAL SVC MAY		101 4131-87010-000	CITY HALL MAINTENANCE	225.00
		JANITORIAL SVC MAY		101 4124-61530-000	FIRE HALL CLEANING	225.00
		=== VENDOR TOTALS ===	450.00			
=====						
01-05418		JUSTIN MARKON				
I-202005077506		MILEAGE AND CELL PHONE REIMB	22.59			
5/07/2020	APBNK	DUE: 5/07/2020 DISC: 5/07/2020		1099: N		
		MILEAGE AND CELL PHONE REIMB		101 4117-86010-000	MILEAGE	2.59
		MILEAGE AND CELL PHONE REIMB		101 4117-85015-000	CELL PHONE	20.00
		=== VENDOR TOTALS ===	22.59			

PACKET: 02137 MAY 6 PAYABLES

VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----		GROSS	P.O. #		
-----	-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION

01-05665 METROPOLITAN COUNCIL

I-11093808	jUNE SS	51,341.49			
5/07/2020	APBNK DUE: 5/07/2020 DISC: 5/07/2020		1099: N		
	jUNE SS		601 4601-85060-000	METRO SEWER CHARGES	51,341.49
=== VENDOR TOTALS ===		51,341.49			

01-05427 NANDKUMAR, NALISHA

I-202005077507	CELL PHONE REMB	20.00			
5/07/2020	APBNK DUE: 5/07/2020 DISC: 5/07/2020		1099: N		
	CELL PHONE REMB		101 4116-85010-000	TELEPHONE	20.00
=== VENDOR TOTALS ===		20.00			

01-07263 NEXTEL COMMUNICATIONS, INC

I-172868921-182	CELL PHONE TO APR 26	17.08			
5/07/2020	APBNK DUE: 5/07/2020 DISC: 5/07/2020		1099: N		
	CELL PHONE TO APR 26		101 4124-85015-000	CELL PHONE	17.08
=== VENDOR TOTALS ===		17.08			

01-06444 NORM'S TIRE SALES INC.

I-47827	BOBCAT TIRE MOUNTING	182.67			
5/06/2020	APBNK DUE: 5/06/2020 DISC: 5/06/2020		1099: N		
	BOBCAT TIRE MOUNTING		101 4132-87012-000	REPAIR TRUCK	182.67
=== VENDOR TOTALS ===		182.67			

01-06185 RAMSEY COUNTY

I-RISK 002046	MAY DENTAL, DISABILITY, LIFE	964.83			
5/07/2020	APBNK DUE: 5/07/2020 DISC: 5/07/2020		1099: N		
	MAY DENTAL, DISABILITY, LIFE		101 4112-89000-000	MISCELLANEOUS	964.83
=== VENDOR TOTALS ===		964.83			

01-06184 RAMSEY COUNTY - POLICE AND 911

I-SHRFL -001881`	MAY POLICY SVCS	97,675.43			
5/07/2020	APBNK DUE: 5/07/2020 DISC: 5/07/2020		1099: N		
	MAY POLICY SVCS		101 4122-81000-000	POLICE SERVICES	97,675.43
=== VENDOR TOTALS ===		97,675.43			

PACKET: 02137 MAY 6 PAYABLES

VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
-----	-----	-----	-----	-----	-----	-----
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-06973		RENGEL PRINTING CO				
I-120891		CENSUS MAILINGS	307.19			
5/07/2020	APBNK	DUE: 5/07/2020 DISC: 5/07/2020		1099: N		
		CENSUS MAILINGS		101 4116-70500-000	POSTAGE	307.19
		=== VENDOR TOTALS ===	307.19			
=====						
01-00935		ST PAUL REGIONAL WATER SERVICE				
I-202005077508		WATER AND SS	146.43			
5/07/2020	APBNK	DUE: 5/07/2020 DISC: 5/07/2020		1099: N		
		COMM PARK WATER		101 4141-85040-000	WATER	11.58
		COMM PARK SS		101 4141-85070-000	SEWER	32.61
		CITY HALL WATER		101 4131-85040-000	WATER	74.76
		CITY HALL SS		101 4131-85070-000	SEWER	27.48
		=== VENDOR TOTALS ===	146.43			
=====						
01-05374		TENNIS SANITATION LLC				
I-2641476		RECYCLING APRIL	6,249.75			
5/07/2020	APBNK	DUE: 5/07/2020 DISC: 5/07/2020		1099: N		
		RECYCLING APRIL		206 4206-82030-000	RECYCLING CONTRACTS	6,249.75
I-2641477		SWMT AND CEC RECYCLING FEES	66.50			
5/07/2020	APBNK	DUE: 5/07/2020 DISC: 5/07/2020		1099: N		
		SWMT AND CEC RECYCLING FEES		101 4131-87010-000	CITY HALL MAINTENANCE	66.50
		=== VENDOR TOTALS ===	6,316.25			
=====						
01-05737		VERIZON WIRELESS				
I-9853264633		CELL PHONE	59.92			
5/07/2020	APBNK	DUE: 5/07/2020 DISC: 5/07/2020		1099: N		
		CELL PHONE		101 4117-85015-000	CELL PHONE	59.92
I-9853406304		CELL PHONE	80.02			
5/07/2020	APBNK	DUE: 5/07/2020 DISC: 5/07/2020		1099: N		
		CELL PHONE PUBIC WORKS		101 4131-85015-000	CELL PHONE	80.02
		=== VENDOR TOTALS ===	139.94			

PACKET: 02137 MAY 6 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

01-07570	WAHL, CAROL					

I-202005067502		REFUND COMM GQRDEN PLOT	25.00			
5/06/2020	APBNK	DUE: 5/06/2020 DISC: 5/06/2020		1099: N		
		REFUND COMM GQRDEN PLOT		203 34500-000	COMMUNITY GARDEN PLOT FE	25.00
		=== VENDOR TOTALS ===	25.00			

01-05870	XCEL ENERGY					

I-202005077505		ELECT	99.73			
5/07/2020	APBNK	DUE: 5/07/2020 DISC: 5/07/2020		1099: N		
		ELECT		101 4121-85020-000	ELECTRIC	12.08
		ELECT		101 4141-85020-000	ELECTRIC/GAS	28.05
		ELECT		101 4141-85020-000	ELECTRIC/GAS	29.96
		ELECT		209 4209-85020-000	STREET LIGHTING POWER	14.82
		ELECT		209 4209-85020-000	STREET LIGHTING POWER	14.82
		=== VENDOR TOTALS ===	99.73			

01-07194	ZARNOTH BRUSH WORKS					

I-180055-iin		DISPOSABLE GUTTER BROOMS	598.00			
7/2020	APBNK	DUE: 5/07/2020 DISC: 5/07/2020		1099: N		
		DISPOSABLE GUTTER BROOMS		602 4602-83025-000	SWEEPER PARTS/SUPPLIES	598.00
		=== VENDOR TOTALS ===	598.00			
		=== PACKET TOTALS ===	177,453.88			

EMP #	NAME	AMOUNT
0 022	RANDALL C GUSTAFSON	393.07
01-023	MELANIE M LEEHY	262.05
01-0024	MARK J MIAZGA	262.05
01-0025	YAKASAH WEHYEE	262.05
01-0026	KAY ANDREWS	255.30
01-1005	SACK THONGVANH	3,660.81
01-1020	AMANDA P LOR	479.37
01-1022	NALISHA NANDKUMAR	1,527.41
01-1136	ROLAND O OLSON	2,809.53
01-1021	JUSTIN M MARKON	1,742.93
01-0095	MICHAEL J POESCHL	292.66
01-0097	PATRICK GAFFNEY	128.61
01-0124	MICHAEL D KRUSE	128.61
01-1030	TIMOTHY J PITTMAN	2,239.40
01-1033	DAVE TRETSVEN	1,773.45
01-1143	COLIN B CALLAHAN	1,860.00

TOTAL PRINTED: 16 18,077.30

4-26-2020 12:00 PM

PAYROLL CHECK REGISTER

PAGE: 1

PAYROLL NO: 01 City of Falcon Heights

PAYROLL DATE: 4/26/2020

*** REGISTER TOTALS ***

REGULAR CHECKS:		
DIRECT DEPOSIT REGULAR CHECKS:	16	18,077.30
MANUAL CHECKS:		
PRINTED MANUAL CHECKS:		
DIRECT DEPOSIT MANUAL CHECKS:		
VOIDED CHECKS:		
NON CHECKS:		

TOTAL CHECKS:	16	18,077.30

*** NO ERRORS FOUND ***

** END OF REPORT **

BLANK PAGE



The City That Soars!

REQUEST FOR COUNCIL ACTION

Meeting Date	May 13, 2020
Agenda Item	Consent F2
Attachment	Resolution
Submitted By	Nalisha Nandkumar, Assistant to the City Administrator

Item	Appointment of Andrea LaDouceur to the Community Engagement Commission
Description	<p>City Staff and the Chair for the Community Engagement Commission interviewed Ms. Andrea LaDouceur for the Community Engagement Commission. Her Commission application is below.</p> <p>Date: 04/03/2020</p> <p>Name: Andrea LaDouceur</p> <p>In Which Capacity Would You Like to Serve? Community Engagement Commission</p> <p>What is the Reason You Would Like to Serve? I am a resident with young children attending Falcon Heights, and our family enjoys utilizing our parks and attending public events. I'd like to assist the community to increase communication and interest in local opportunities and events.</p> <p>List Prior (Previous) Public Service: Current Neighborhood Liaison</p>
Budget Impact	N/A
Attachment(s)	<ul style="list-style-type: none"> Resolution 20-16 Appointment of Andrea LaDouceur to the Community Engagement Commission
Action(s) Requested	Staff recommends approval of attached resolution appointing Andrea LaDouceur to the Community Engagement Commission.

BLANK PAGE

**CITY OF FALCON HEIGHTS
COUNCIL RESOLUTION**

May 13, 2020

No. 20-16

**RESOLUTION APPOINTING ANDREA LADOUCEUR TO THE COMMUNITY
ENGAGEMENT COMMISSION**

WHEREAS, the City Council consolidated the Human Rights Commission with the Neighborhood Commission to establish the Community Engagement Commission in 2015;

WHEREAS, The community engagement commission shall serve in an advisory capacity to the city council regarding the effective, meaningful and equal involvement of Falcon Heights residents in their community. The commission will identify opportunities to collaborate with community, educational, business and social services groups and organizations; identify ways to improve the city’s public participation, identify under-represented groups, remove any barriers, and engage and promote increased participation for all residents, businesses, community and neighborhood organizations; review and recommend ways to improve the city’s communications efforts so as to facilitate effective two-way communication between the city and all residents, businesses, community and neighborhood organizations; review and recommend ways to help improve resident emergency preparedness and crime prevention programs.

The commission shall review complaints of alleged human rights violations occurring within the city and secure equal opportunity for all residents of the city regarding public services, public accommodations, housing, employment and education.

WHEREAS, City Staff, Commission Chair and the Mayor has interviewed Andrea LaDouceur and recommends appointment to the Falcon Heights Community Engagement Commission.

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

1. That the appointment of Andrea LaDouceur to the Community Engagement Commission is approved and adopted by the City Council of the City of Falcon Heights.

Moved by:

Approved by: _____

Randall C. Gustafson
Mayor

GUSTAFSON ___ In Favor
MIAZGA
ANDREWS ___ Against
LEEHY
WEYHEE

Attested by: _____

Sack Thongvanh
City Administrator

BLANK PAGE



The City That Soars!

REQUEST FOR COUNCIL ACTION

Meeting Date	May 13, 2020
Agenda Item	Consent F3
Attachment	Resolution
Submitted By	Nalisha Nandkumar, Assistant to the City Administrator

Item	Appointment of Shaun Curtin to the Parks and Recreation Commission
Description	<p>City Staff and the Chair for the Parks and Recreation Commission interviewed Mr. Shaun Curtin for the Parks and Recreation Commission. His Commission application is below.</p> <p>Date: 04/06/2020</p> <p>Name: Shaun Curtin</p> <p>In Which Capacity Would You Like to Serve? Parks & Recreation Commission</p> <p>What is the Reason You Would Like to Serve? I am interested in the organization of the parks programs and maintenance.</p> <p>List Prior (Previous) Public Service: Currently serves the public as a Federal Government employee</p>
Budget Impact	N/A
Attachment(s)	<ul style="list-style-type: none"> Resolution 20-17 Appointment of Shaun Curtin to the Parks & Recreation Commission.
Action(s) Requested	Staff recommends approval of attached resolution appointing Shaun Curtin to the Parks & Recreation Commission.

BLANK PAGE

**CITY OF FALCON HEIGHTS
COUNCIL RESOLUTION**

May 13, 2020

No. 20-17

**RESOLUTION APPOINTING SHAUN CURTIN TO THE FALCON HEIGHTS PARKS AND
RECREATION COMMISSION**

WHEREAS, the Park and Recreation Commission shall serve in an advisory capacity to the City Council on all policy matters relating to public parks, facilities and recreation programs; and

WHEREAS, City Staff, Chair of the Park and Recreation Commission and the Mayor has interviewed Shaun Curtin and recommends appointment to the Falcon Heights Park and Recreation Commission.

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

1. That the appointment of Shaun Curtin to the Park and Recreation Commission is approved and adopted by the City Council of the City of Falcon Heights.

Moved by:

Approved by: _____
Randall C. Gustafson
Mayor

GUSTAFSON _____ In Favor
MIAZGA
ANDREWS _____ Against
LEEHY
WEYHEE

Attested by: _____
Sack Thongvanh
City Administrator

BLANK PAGE



The City That Soars!

REQUEST FOR COUNCIL ACTION

Meeting Date	May 13, 2020
Agenda Item	Consent F4
Attachment	Resolution
Submitted By	Nalisha Nandkumar, Assistant to the City Administrator

Item	Appointment of Susan Risher to the Community Engagement Commission
Description	<p>City Staff and the Chair for the Parks and Recreation Commission interviewed Ms. Susan Risher for the Parks and Recreation Commission. Her Commission application is below.</p> <p>Date: 04/27/2020</p> <p>Name: Susan Risher</p> <p>In Which Capacity Would You Like to Serve? Parks & Recreation Commission</p> <p>What is the Reason You Would Like to Serve? I am passionate about the community and would love to serve to connect us and bring more joy to our City.</p> <p>List Prior (Previous) Public Service: Town Hall board at First Presbyterian Church in Fargo, ND. On the FM Symphony Board, FM Opera Board, coordinator for Junior Great Books in Fargo, speaker for Habitat for Humanity in Fargo, on the Fargo Public Library Board.</p>
Budget Impact	N/A
Attachment(s)	<ul style="list-style-type: none"> • Resolution 20-18 Appointment of Susan Risher to the Parks & Recreation Commission.
Action(s) Requested	Staff recommends approval of attached resolution appointing Susan Risher to the Parks & Recreation Commission.

BLANK PAGE

**CITY OF FALCON HEIGHTS
COUNCIL RESOLUTION**

May 13, 2020

No. 20-18

**RESOLUTION APPOINTING SUSAN RISHER TO THE FALCON HEIGHTS PARKS AND
RECREATION COMMISSION**

WHEREAS, the Park and Recreation Commission shall serve in an advisory capacity to the City Council on all policy matters relating to public parks, facilities and recreation programs; and

WHEREAS, City Staff, Chair of the Park and Recreation Commission and the Mayor has interviewed Susan Risher and recommends appointment to the Falcon Heights Park and Recreation Commission.

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

1. That the appointment of Susan Risher to the Parks and Recreation Commission is approved and adopted by the City Council of the City of Falcon Heights.

Moved by:

Approved by: _____
Randall C. Gustafson
Mayor

GUSTAFSON _____ In Favor
MIAZGA
ANDREWS _____ Against
LEEHY
WEYHEE

Attested by: _____
Sack Thongvanh
City Administrator

BLANK PAGE



The City That Soars!

REQUEST FOR COUNCIL ACTION

Meeting Date	May 13, 2020
Agenda Item	Consent F5
Attachment	Resolution & Agreements
Submitted By	Sack Thongvanh, City Administrator

Item	Bureau of Criminal Apprehension (BCA) Joint Powers Agreement
Description	<p>The Minnesota Bureau of Criminal Apprehension (BCA) has requested that the City of Falcon Heights adopt a new Joint Powers Agreement (JPA). These agreements are for five year periods and are required by state statute.</p> <p>For the most part this agreement is simply to meet statutory requirements since all of our dealings with the BCA are conducted through the Ramsey County Sheriff's Office, which has their own JPA.</p>
Budget Impact	There will be a minimal impact because of the
Attachment(s)	<ul style="list-style-type: none"> • Resolution 20-19 Approving the State of MN Joint Powers Agreements with the City of Falcon Heights on Behalf of its City Attorney • Court Data Services Subscriber Amendment to CJDN Subscriber Agreement <ul style="list-style-type: none"> ○ CJDN Fee Structure • State of MN Joint Powers Agreement Authorized Agency
Action(s) Requested	Staff recommends that the Falcon Heights City Council adopt attached resolution approving a Joint Powers Agreement with the Bureau of Criminal Apprehension and authorize the City Administrator and Mayor to sign all necessary documents.

BLANK PAGE

CJDN Fee Structure

Effective July 2018

Statements:

All agencies receiving data from the BCA or through the BCA will be charged at least \$50 per-month. (Regardless if they are connected directly to us or not)

Current paying agencies will continue to pay their current monthly fee regardless of the method of connection. (Exception: See VPN agency charges below)

New agencies will pay \$50 per-month.

Agencies that are currently not paying any fees will be charged \$50 per-month.

VPN agencies will pay \$50 per-month plus \$15.00 per-fob p/m (for CJA & Private Law Firm) or \$35 per-fob p/m (for NCJA).

\$100 one-time charge plus \$100.00 fob replacement charge (fobs have a 4-5 year renewal cycle).

* BCA Master Agreement with Agency will have language added to reflect Agency/PLF arrangement. Agreement will also allow PLF to support multiple agencies with single connection.

Connection types:

1. **VPN – Site-Site Connection directly to BCA**
2. **Direct (CJDN connection)**
(Additional MN-IT billing is direct to agency upon BCA approving MN-IT CJDN WAN Agreement
Agency shall have an appropriate agreement (Management Control Agreement with MN.IT))
3. **Shared – Agency shares connection with another BCA connected agency**
(Agencies are advised to put in place an interagency Agreement (sometimes referred to as downstream agency or agency sitting behind another agency agreement).)
4. **Extended – Extending a network connection from a BCA connected agency to an existing agency.**
(Agencies are advised to put in place an interagency Agreement (sometimes referred to as downstream agency or agency sitting behind another agency agreement).)

COURT DATA SERVICES SUBSCRIBER AMENDMENT TO CJDN SUBSCRIBER AGREEMENT

This Court Data Services Subscriber Amendment (“Subscriber Amendment”) is entered into by the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension, (“BCA”) and the City of Falcon Heights on behalf of its Prosecuting Attorney (“Agency”), and by and for the benefit of the State of Minnesota acting through its State Court Administrator’s Office (“Court”) who shall be entitled to enforce any provisions hereof through any legal action against any party.

Recitals

This Subscriber Amendment modifies and supplements the Agreement between the BCA and Agency, SWIFT Contract number 117723, of even or prior date, for Agency use of BCA systems and tools (referred to herein as “the CJDN Subscriber Agreement”). Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes this Subscriber Amendment. The Agency desires to use one or more BCA systems and tools to access and/or submit Court Records to assist the Agency in the efficient performance of its duties as required or authorized by law or court rule. Court desires to permit such access and/or submission. This Subscriber Amendment is intended to add Court as a party to the CJDN Subscriber Agreement and to create obligations by the Agency to the Court that can be enforced by the Court. It is also understood that, pursuant to the Master Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA, the BCA is authorized to sign this Subscriber Amendment on behalf of Court. Upon execution the Subscriber Amendment will be incorporated into the CJDN Subscriber Agreement by reference. The BCA, the Agency and the Court desire to amend the CJDN Subscriber Agreement as stated below.

The CJDN Subscriber Agreement is amended by the addition of the following provisions:

1. **TERM; TERMINATION; ONGOING OBLIGATIONS.** This Subscriber Amendment shall be effective on the date finally executed by all parties and shall remain in effect until expiration or termination of the CJDN Subscriber Agreement unless terminated earlier as provided in this Subscriber Amendment. Any party may terminate this Subscriber Amendment with or without cause by giving written notice to all other parties. The effective date of the termination shall be thirty days after the other party's receipt of the notice of termination, unless a later date is specified in the notice. The provisions of sections 5 through 9, 12.b., 12.c., and 15 through 24 shall survive any termination of this Subscriber Amendment as shall any other provisions which by their nature are intended or expected to survive such termination. Upon termination, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

2. **Definitions.** Unless otherwise specifically defined, each term used herein shall have the meaning assigned to such term in the CJDN Subscriber Agreement.

a. **“Authorized Court Data Services”** means Court Data Services that have been authorized for delivery to CJDN Subscribers via BCA systems and tools pursuant to an Authorization Amendment to the Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA.

b. **“Court Data Services”** means one or more of the services set forth on the Justice Agency Resource webpage of the Minnesota Judicial Branch website (for which the current address is www.courts.state.mn.us) or other location designated by the Court, as the same may be amended from time to time by the Court.

c. **“Court Records”** means all information in any form made available by the Court to Subscriber through the BCA for the purposes of carrying out this Subscriber Amendment, including:

- i. **“Court Case Information”** means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information, as defined herein.
- ii. **“Court Confidential Case Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.
- iii. **“Court Confidential Security and Activation Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.
- iv. **“Court Confidential Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.

d. **“DCA”** shall mean the district courts of the state of Minnesota and their respective staff.

e. **“Policies & Notices”** means the policies and notices published by the Court in connection with each of its Court Data Services, on a website or other location designated by the Court, as the same may be amended from time to time by the Court. Policies & Notices for each Authorized Court Data Service identified in an approved request form under section 3, below, are hereby made part of this Subscriber Amendment by this reference and provide additional terms and conditions that govern Subscriber’s use of Court Records accessed through such services, including but not limited to provisions on access and use limitations.

f. “**Rules of Public Access**” means the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time, including without limitation lists or tables published from time to time by the Court entitled *Limits on Public Access to Case Records or Limits on Public Access to Administrative Records*, all of which by this reference are made a part of this Subscriber Amendment. It is the obligation of Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. It is contemplated that such rules, lists, and tables will be posted on the Minnesota Judicial Branch website, for which the current address is www.courts.state.mn.us.

g. “**Court**” shall mean the State of Minnesota, State Court Administrator's Office.

h. “**Subscriber**” shall mean the Agency.

i. “**Subscriber Records**” means any information in any form made available by the Subscriber to the Court for the purposes of carrying out this Subscriber Amendment.

3. REQUESTS FOR AUTHORIZED COURT DATA SERVICES. Following execution of this Subscriber Amendment by all parties, Subscriber may submit to the BCA one or more separate requests for Authorized Court Data Services. The BCA is authorized in the Master Authorization Agreement to process, credential and approve such requests on behalf of Court and all such requests approved by the BCA are adopted and incorporated herein by this reference the same as if set forth verbatim herein.

a. Activation. Activation of the requested Authorized Court Data Service(s) shall occur promptly following approval.

b. Rejection. Requests may be rejected for any reason, at the discretion of the BCA and/or the Court.

c. Requests for Termination of One or More Authorized Court Data Services. The Subscriber may request the termination of an Authorized Court Data Services previously requested by submitting a notice to Court with a copy to the BCA. Promptly upon receipt of a request for termination of an Authorized Court Data Service, the BCA will deactivate the service requested. The termination of one or more Authorized Court Data Services does not terminate this Subscriber Amendment. Provisions for termination of this Subscriber Amendment are set forth in section 1. Upon termination of Authorized Court Data Services, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

4. SCOPE OF ACCESS TO COURT RECORDS LIMITED. Subscriber’s access to and/or submission of the Court Records shall be limited to Authorized Court Data Services identified in an approved request form under section 3, above, and other Court Records necessary for Subscriber to use Authorized Court Data Services. Authorized Court Data Services shall only be used according to the instructions provided in corresponding Policies & Notices or other materials and only as necessary to assist Subscriber in the efficient performance of Subscriber’s duties

required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body. Subscriber's access to the Court Records for personal or non-official use is prohibited. Subscriber will not use or attempt to use Authorized Court Data Services in any manner not set forth in this Subscriber Amendment, Policies & Notices, or other Authorized Court Data Services documentation, and upon any such unauthorized use or attempted use the Court may immediately terminate this Subscriber Amendment without prior notice to Subscriber.

5. GUARANTEES OF CONFIDENTIALITY. Subscriber agrees:

a. To not disclose Court Confidential Information to any third party except where necessary to carry out the Subscriber's duties as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body.

b. To take all appropriate action, whether by instruction, agreement, or otherwise, to insure the protection, confidentiality and security of Court Confidential Information and to satisfy Subscriber's obligations under this Subscriber Amendment.

c. To limit the use of and access to Court Confidential Information to Subscriber's bona fide personnel whose use or access is necessary to effect the purposes of this Subscriber Amendment, and to advise each individual who is permitted use of and/or access to any Court Confidential Information of the restrictions upon disclosure and use contained in this Subscriber Amendment, requiring each individual who is permitted use of and/or access to Court Confidential Information to acknowledge in writing that the individual has read and understands such restrictions. Subscriber shall keep such acknowledgements on file for one year following termination of the Subscriber Amendment and/or CJDN Subscriber Agreement, whichever is longer, and shall provide the Court with access to, and copies of, such acknowledgements upon request. For purposes of this Subscriber Amendment, Subscriber's bona fide personnel shall mean individuals who are employees of Subscriber or provide services to Subscriber either on a voluntary basis or as independent contractors with Subscriber.

d. That, without limiting section 1 of this Subscriber Amendment, the obligations of Subscriber and its bona fide personnel with respect to the confidentiality and security of Court Confidential Information shall survive the termination of this Subscriber Amendment and the CJDN Subscriber Agreement and the termination of their relationship with Subscriber.

e. That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Subscriber and Subscriber's bona fide personnel under this Subscriber Amendment, such obligations of Subscriber and Subscriber's bona fide personnel are founded independently on the provisions of this Subscriber Amendment.

6. APPLICABILITY TO PREVIOUSLY DISCLOSED COURT RECORDS.

Subscriber acknowledges and agrees that all Authorized Court Data Services and related Court Records disclosed to Subscriber prior to the effective date of this Subscriber Amendment shall be subject to the provisions of this Subscriber Amendment.

7. LICENSE AND PROTECTION OF PROPRIETARY RIGHTS. During the term of this Subscriber Amendment, subject to the terms and conditions hereof, the Court hereby grants to Subscriber a nonexclusive, nontransferable, limited license to use Court Data Services Programs and Court Data Services Databases to access or receive the Authorized Court Data Services identified in an approved request form under section 3, above, and related Court Records. Court reserves the right to make modifications to the Authorized Court Data Services, Court Data Services Programs, and Court Data Services Databases, and related materials without notice to Subscriber. These modifications shall be treated in all respects as their previous counterparts.

a. Court Data Services Programs. Court is the copyright owner and licensor of the Court Data Services Programs. The combination of ideas, procedures, processes, systems, logic, coherence and methods of operation embodied within the Court Data Services Programs, and all information contained in documentation pertaining to the Court Data Services Programs, including but not limited to manuals, user documentation, and passwords, are trade secret information of Court and its licensors.

b. Court Data Services Databases. Court is the copyright owner and licensor of the Court Data Services Databases and of all copyrightable aspects and components thereof. All specifications and information pertaining to the Court Data Services Databases and their structure, sequence and organization, including without limitation data schemas such as the Court XML Schema, are trade secret information of Court and its licensors.

c. Marks. Subscriber shall neither have nor claim any right, title, or interest in or use of any trademark used in connection with Authorized Court Data Services, including but not limited to the marks “MNCIS” and “Odyssey.”

d. Restrictions on Duplication, Disclosure, and Use. Trade secret information of Court and its licensors will be treated by Subscriber in the same manner as Court Confidential Information. In addition, Subscriber will not copy any part of the Court Data Services Programs or Court Data Services Databases, or reverse engineer or otherwise attempt to discern the source code of the Court Data Services Programs or Court Data Services Databases, or use any trademark of Court or its licensors, in any way or for any purpose not specifically and expressly authorized by this Subscriber Amendment. As used herein, "trade secret information of Court and its licensors" means any information possessed by Court which derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Trade secret information of Court and its licensors" does not, however, include information which was known to Subscriber prior to Subscriber's receipt thereof, either directly or indirectly, from Court or its licensors, information which is independently developed by Subscriber without reference to or use of information received from Court or its licensors, or information which would not qualify as a trade secret under Minnesota law. It will not be a violation of this section 7, sub-section d, for Subscriber to make up to one copy of training materials and configuration documentation, if any, for each individual authorized to access, use, or configure Authorized Court Data Services, solely for its own use in connection with this Subscriber Amendment. Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of Court and its licensors and Subscriber will advise its bona fide personnel who are permitted access to any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of Court and its licensors, of the restrictions upon duplication, disclosure and use contained in this Subscriber Amendment.

e. Proprietary Notices. Subscriber will not remove any copyright or proprietary notices included in and/or on the Court Data Services Programs or Court Data Services Databases, related documentation, or trade secret information of Court and its licensors, or any part thereof, made available by Court directly or through the BCA, if any, and Subscriber will include in and/or on any copy of the Court Data Services Programs or Court Data Services Databases, or trade secret information of Court and its licensors and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made available to Subscriber by Court directly or through the BCA, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

f. Title; Return. The Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration material, if any, and logon account information and passwords, if any, made available by the Court to Subscriber directly or through the BCA and all copies, including partial copies, thereof are and remain the property of the respective licensor. Except as expressly provided in section 12.b., within ten days of the effective date of termination of this Subscriber Amendment or the CJDN Subscriber Agreement or within ten days of a request for termination of Authorized Court Data Service as described in section 4, Subscriber shall either: (1) uninstall and return any and all copies of the applicable Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration materials, if any, and logon account information, if any; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

8. INJUNCTIVE RELIEF. Subscriber acknowledges that the Court, Court's licensors, and DCA will be irreparably harmed if Subscriber's obligations under this Subscriber Amendment are not specifically enforced and that the Court, Court's licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Subscriber of its obligations. Therefore, Subscriber agrees that the Court, Court's licensors, and DCA shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Subscriber or its bona fide personnel without the necessity of the Court, Court's licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota, Subscriber shall be liable to the Court, Court's licensors, and DCA for reasonable attorneys fees incurred by the Court, Court's licensors, and DCA in obtaining any relief pursuant to this Subscriber Amendment.

9. LIABILITY. Subscriber and the Court agree that, except as otherwise expressly provided herein, each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the Court and any Subscriber that is an office, officer, agency, department, division, or bureau of the state of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law. Without limiting the foregoing, if Subscriber is a political subdivision of the state of Minnesota, liability of the Subscriber shall be governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law. Subscriber and Court further acknowledge that the liability, if any, of the BCA is governed by a separate agreement between the Court and the BCA dated December 13, 2010 with DPS-M -0958.

10. AVAILABILITY. Specific terms of availability shall be established by the Court and communicated to Subscriber by the Court and/or the BCA. The Court reserves the right to terminate this Subscriber Amendment immediately and/or temporarily suspend Subscriber's Authorized Court Data Services in the event the capacity of any host computer system or legislative appropriation of funds is determined solely by the Court to be insufficient to meet the computer needs of the courts served by the host computer system.

11. [reserved]

12. ADDITIONAL USER OBLIGATIONS. The obligations of the Subscriber set forth in this section are in addition to the other obligations of the Subscriber set forth elsewhere in this Subscriber Amendment.

a. Judicial Policy Statement. Subscriber agrees to comply with all policies identified in Policies & Notices applicable to Court Records accessed by Subscriber using Authorized Court Data Services. Upon failure of the Subscriber to comply with such policies, the Court shall have the option of immediately suspending the Subscriber's Authorized Court Data Services on a temporary basis and/or immediately terminating this Subscriber Amendment.

b. Access and Use; Log. Subscriber shall be responsible for all access to and use of Authorized Court Data Services and Court Records by Subscriber's bona fide personnel or by means of Subscriber's equipment or passwords, whether or not Subscriber has knowledge of or authorizes such access and use. Subscriber shall also maintain a log identifying all persons to whom Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Subscriber shall maintain such logs for a minimum period of six years from the date of disclosure, and shall provide the Court with access to, and copies of, such logs upon request. The Court may conduct audits of Subscriber's logs and use of Authorized Court Data Services and Court Records from time to time. Upon Subscriber's failure to maintain such logs, to maintain accurate logs, or to promptly provide access by the Court to such logs, the Court may terminate this Subscriber Amendment without prior notice to Subscriber.

c. Personnel. Subscriber agrees to investigate, at the request of the Court and/or the BCA, allegations of misconduct pertaining to Subscriber's bona fide personnel having access to or use of Authorized Court Data Services, Court Confidential Information, or trade secret information of the Court and its licensors where such persons are alleged to have violated the provisions of this Subscriber Amendment, Policies & Notices, Judicial Branch policies, or other security requirements or laws regulating access to the Court Records.

d. Minnesota Data Practices Act Applicability. If Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, Subscriber acknowledges and agrees that: (1) the Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court; (2) Minn. Stat. section 13.03, subdivision 4(e) requires that Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided via the

BCA systems and tools under this Subscriber Amendment; (3) the use of and access to Court Records may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law; and (4) these applicable restrictions must be followed in the appropriate circumstances.

13. FEES; INVOICES. Unless the Subscriber is an office, officer, department, division, agency, or bureau of the state of Minnesota, Subscriber shall pay the fees, if any, set forth in applicable Policies & Notices, together with applicable sales, use or other taxes. Applicable monthly fees commence ten (10) days after notice of approval of the request pursuant to section 3 of this Subscriber Amendment or upon the initial Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the Court shall invoice Subscriber on a monthly basis for charges incurred in the preceding month and applicable taxes, if any, and payment of all amounts shall be due upon receipt of invoice. If all amounts are not paid within 30 days of the date of the invoice, the Court may immediately cancel this Subscriber Amendment without notice to Subscriber and pursue all available legal remedies. Subscriber certifies that funds have been appropriated for the payment of charges under this Subscriber Amendment for the current fiscal year, if applicable.

14. MODIFICATION OF FEES. Court may modify the fees by amending the Policies & Notices as provided herein, and the modified fees shall be effective on the date specified in the Policies & Notices, which shall not be less than thirty days from the publication of the Policies & Notices. Subscriber shall have the option of accepting such changes or terminating this Subscriber Amendment as provided in section 1 hereof.

15. WARRANTY DISCLAIMERS.

a. WARRANTY EXCLUSIONS. EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, COURT, COURT'S LICENSORS, AND DCA MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, NOR ARE ANY WARRANTIES TO BE IMPLIED, WITH RESPECT TO THE INFORMATION, SERVICES OR COMPUTER PROGRAMS MADE AVAILABLE UNDER THIS AGREEMENT.

b. ACCURACY AND COMPLETENESS OF INFORMATION. WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, COURT'S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS.

16. RELATIONSHIP OF THE PARTIES. Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, Court's licensors, or DCA. Neither Subscriber nor the Court, Court's licensors, or DCA shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.

17. NOTICE. Except as provided in section 2 regarding notices of or modifications to Authorized Court Data Services and Policies & Notices, any notice to Court or Subscriber

hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.

18. NON-WAIVER. The failure by any party at any time to enforce any of the provisions of this Subscriber Amendment or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Subscriber Amendment. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

19. FORCE MAJEURE. Neither Subscriber nor Court shall be responsible for failure or delay in the performance of their respective obligations hereunder caused by acts beyond their reasonable control.

20. SEVERABILITY. Every provision of this Subscriber Amendment shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Subscriber Amendment so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Subscriber Amendment, and all other provisions shall remain in full force and effect.

21. ASSIGNMENT AND BINDING EFFECT. Except as otherwise expressly permitted herein, neither Subscriber nor Court may assign, delegate and/or otherwise transfer this Subscriber Amendment or any of its rights or obligations hereunder without the prior written consent of the other. This Subscriber Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any other legal entity into, by or with which Subscriber may be merged, acquired or consolidated.

22. GOVERNING LAW. This Subscriber Amendment shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota.

23. VENUE AND JURISDICTION. Any action arising out of or relating to this Subscriber Amendment, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.

24. INTEGRATION. This Subscriber Amendment contains all negotiations and agreements between the parties. No other understanding regarding this Subscriber Amendment, whether written or oral, may be used to bind either party, provided that all terms and conditions of the CJDN Subscriber Agreement and all previous amendments remain in full force and effect except as supplemented or modified by this Subscriber Amendment.

IN WITNESS WHEREOF, the Parties have, by their duly authorized officers, executed this Subscriber Amendment in duplicate, intending to be bound thereby.

1. SUBSCRIBER (AGENCY)

Subscriber must attach written verification of authority to sign on behalf of and bind the entity, such as an opinion of counsel or resolution.

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

**2. DEPARTMENT OF PUBLIC SAFETY,
BUREAU OF CRIMINAL APPREHENSION**

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION
delegated to Materials Management Division

By: _____

Date: _____

4. COURTS

Authority granted to Bureau of Criminal Apprehension

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with authorized authority)

Date: _____

BLANK PAGE

**STATE OF MINNESOTA
JOINT POWERS AGREEMENT
AUTHORIZED AGENCY**

This agreement is between the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension ("BCA") and the City of Falcon Heights on behalf of its Prosecuting Attorney ("Agency").

Recitals

Under Minn. Stat. § 471.59, the BCA and the Agency are empowered to engage in those agreements that are necessary to exercise their powers. Under Minn. Stat. § 299C.46 the BCA must provide a criminal justice data communications network to benefit authorized agencies in Minnesota. The Agency is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in this agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit authorized agencies in performing their duties. Agency wants to access these data in support of its official duties.

The purpose of this Agreement is to create a method by which the Agency has access to those systems and tools for which it has eligibility, and to memorialize the requirements to obtain access and the limitations on the access.

Agreement

1 Term of Agreement

1.1 Effective date: This Agreement is effective on the date the BCA obtains all required signatures under Minn. Stat. § 16C.05, subdivision 2.

1.2 Expiration date: This Agreement expires five years from the date it is effective.

2 Agreement between the Parties

2.1 General access. BCA agrees to provide Agency with access to the Minnesota Criminal Justice Data Communications Network (CJDN) and those systems and tools which the Agency is authorized by law to access via the CJDN for the purposes outlined in Minn. Stat. § 299C.46.

2.2 Methods of access.

The BCA offers three (3) methods of access to its systems and tools. The methods of access are:

A. Direct access occurs when individual users at the Agency use Agency's equipment to access the BCA's systems and tools. This is generally accomplished by an individual user entering a query into one of BCA's systems or tools.

B. Indirect access occurs when individual users at the Agency go to another Agency to obtain data and information from BCA's systems and tools. This method of access generally results in the Agency with indirect access obtaining the needed data and information in a physical format like a paper report.

C. Computer-to-computer system interface occurs when Agency's computer exchanges data and information with BCA's computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

For purposes of this Agreement, Agency employees or contractors may use any of these methods to use BCA's systems and tools as described in this Agreement. Agency will select a method of access and can change the methodology following the process in Clause 2.10.

2.3 Federal systems access. In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA may provide Agency with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.

2.4 Agency policies. Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system, and validation. Agency has created its own policies to ensure that Agency's employees and contractors comply with all applicable requirements. Agency ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at <https://bcanextest.x.state.mn.us/launchpad/>.

2.5 Agency resources. To assist Agency in complying with the federal and state requirements on access to and use of the various systems and tools, information is available at <https://sps.x.state.mn.us/sites/bcaservicecatalog/default.aspx>. Additional information on appropriate use is found in the Minnesota Bureau of Criminal Apprehension Policy on Appropriate Use of Systems and Data available at <https://dps.mn.gov/divisions/bca/bca-divisions/mnjis/Documents/BCA-Policy-on-Appropriate-Use-of-Systems-and-Data.pdf>.

2.6 Access granted.

A. Agency is granted permission to use all current and future BCA systems and tools for which Agency is eligible. Eligibility is dependent on Agency (i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Agency's written request for use of a specific system or tool.

B. To facilitate changes in systems and tools, Agency grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Agency needs to meet its criminal justice obligations and for which Agency is eligible.

2.7 Future access. On written request by Agency, BCA also may provide Agency with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Agency agrees to be bound by the terms and conditions contained in this Agreement that when utilizing new systems or tools provided under this Agreement.

2.8 Limitations on access. BCA agrees that it will comply with applicable state and federal laws when making information accessible. Agency agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.

2.9 Supersedes prior agreements. This Agreement supersedes any and all prior agreements between the BCA and the Agency regarding access to and use of systems and tools provided by BCA.

2.10 Requirement to update information. The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.

This requirement to give notice additionally applies to changes in the individual or organization serving a city as its prosecutor. Any change in performance of the prosecutorial function must be provided to the BCA in writing by giving notice to the Service Desk, BCA.ServiceDesk@state.mn.us.

2.11 Transaction record. The BCA creates and maintains a transaction record for each exchange of data utilizing its systems and tools. In order to meet FBI-CJIS requirements and to perform the audits described in Clause 7, there must be a method of identifying which individual users at the Agency conducted a particular transaction.

If Agency uses either direct access as described in Clause 2.2A or indirect access as described in Clause 2.2B, BCA's transaction record meets FBI-CJIS requirements.

When Agency's method of access is a computer to computer interface as described in Clause 2.2C, the Agency must

keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to occur.

If an Agency accesses data from the Driver and Vehicle Services Division in the Minnesota Department of Public Safety and keeps a copy of the data, Agency must have a transaction record of all subsequent access to the data that are kept by the Agency. The transaction record must include the individual user who requested access, and the date, time and content of the request. The transaction record must also include the date, time and content of the response along with the destination to which the data were sent. The transaction record must be maintained for a minimum of six (6) years from the date the transaction occurred and must be made available to the BCA within one (1) business day of the BCA's request.

2.12 Court information access. Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes the Court Data Services Subscriber Amendment, which upon execution will be incorporated into this Agreement by reference. These BCA systems and tools are identified in the written request made by Agency under Clause 2.6 above. The Court Data Services Subscriber Amendment provides important additional terms, including but not limited to privacy (see Clause 8.2, below), fees (see Clause 3 below), and transaction records or logs, that govern Agency's access to and/or submission of the Court Records delivered through the BCA systems and tools.

2.13 Vendor personnel screening. The BCA will conduct all vendor personnel screening on behalf of Agency as is required by the FBI CJIS Security Policy. The BCA will maintain records of the federal, fingerprint-based background check on each vendor employee as well as records of the completion of the security awareness training that may be relied on by the Agency.

3 Payment

The Agency understands there is a cost for access to the criminal justice data communications network described in Minn. Stat. § 299C.46. At the time this Agreement is signed, BCA understands that a third party will be responsible for the cost of access.

Agency will identify the third party and provide the BCA with the contact information and its contact person for billing purposes so that billing can be established. The Agency will provide updated information to BCA's Authorized Representative within ten business days when this information changes.

If Agency chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, additional fees, if any, are addressed in that amendment.

4 Authorized Representatives

The BCA's Authorized Representative is Dana Gotz, Department of Public Safety, Bureau of Criminal Apprehension, Minnesota Justice Information Services, 1430 Maryland Avenue, St. Paul, MN 55106, 651-793-1007, or her successor.

The Agency's Authorized Representative is Katrina Joseph, City Attorney, 9422 Ulysses St NE, Ste 120, Blaine, MN 55434, (612) 787-7698, or his/her successor.

5 Assignment, Amendments, Waiver, and Contract Complete

5.1 Assignment. Neither party may assign nor transfer any rights or obligations under this Agreement.

5.2 Amendments. Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, their successors in office, or another individual duly authorized.

5.3 Waiver. If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.

5.4 Contract Complete. This Agreement contains all negotiations and agreements between the BCA and the Agency. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6 Liability

Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible or liable for the other party's actions and consequences of those actions. The Minnesota Torts Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the BCA's liability. The Minnesota Municipal Tort Claims Act, Minn. Stat. Ch. 466, governs the Agency's liability.

7 Audits

7.1 Under Minn. Stat. § 16C.05, subd. 5, the Agency's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement. Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.

7.2 Under applicable state and federal law, the Agency's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.

7.3 If Agency accesses federal databases, the Agency's records are subject to examination by the FBI and Agency will cooperate with FBI examiners and make any requested data available for review and audit.

7.4 To facilitate the audits required by state and federal law, Agency is required to have an inventory of the equipment used to access the data covered by this Agreement and the physical location of each.

8 Government Data Practices

8.1 BCA and Agency. The Agency and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Agency under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Agency or the BCA.

8.2 Court Records. If Agency chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, the following provisions regarding data practices also apply. The Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the *Rules of Public Access to Records of the Judicial Branch* promulgated by the Minnesota Supreme Court. All parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires that the BCA and the Agency comply with the *Rules of Public Access* for those data received from Court under the Court Data Services Subscriber Amendment. All parties also acknowledge and agree that the use of, access to or submission of Court Records, as that term is defined in the Court Data Services Subscriber Amendment, may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law. All parties acknowledge and agree that these applicable restrictions must be followed in the appropriate circumstances.

9 Investigation of alleged violations; sanctions

For purposes of this clause, "Individual User" means an employee or contractor of Agency.

9.1 Investigation. Agency and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal and state law referenced in this Agreement. Agency and BCA agree to cooperate in the investigation of suspected violations of the policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Agency of the suspected violation, subject to any restrictions in applicable law. When Agency becomes aware that a violation has occurred, Agency will inform BCA subject to any restrictions in applicable law.

9.2 Sanctions Involving Only BCA Systems and Tools.

The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber

Amendment. None of these provisions alter the Agency's internal discipline processes, including those governed by a collective bargaining agreement.

9.2.1 For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Agency must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Agency must report the status of the Individual User's access to BCA without delay. BCA reserves the right to make a different determination concerning an Individual User's access to systems or tools than that made by Agency and BCA's determination controls.

9.2.2 If BCA determines that Agency has jeopardized the integrity of the systems or tools covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA's satisfaction. If Agency's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.

9.3 Sanctions Involving Only Court Data Services

The following provisions apply to those systems and tools covered by the Court Data Services Subscriber Amendment, if it has been signed by Agency. As part of the agreement between the Court and the BCA for the delivery of the systems and tools that are covered by the Court Data Services Subscriber Amendment, BCA is required to suspend or terminate access to or use of the systems and tools either on its own initiative or when directed by the Court. The decision to suspend or terminate access may be made as soon as an alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. The decision to suspend or terminate may also be made based on a request from the Authorized Representative of Agency. The agreement further provides that only the Court has the authority to reinstate access and use.

9.3.1 Agency understands that if it has signed the Court Data Services Subscriber Amendment and if Agency's Individual Users violate the provisions of that Amendment, access and use will be suspended by BCA or Court. Agency also understands that reinstatement is only at the direction of the Court.

9.3.2 Agency further agrees that if Agency believes that one or more of its Individual Users have violated the terms of the Amendment, it will notify BCA and Court so that an investigation as described in Clause 9.1 may occur.

10 Venue

Venue for all legal proceedings involving this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11 Termination

11.1 Termination. The BCA or the Agency may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party's Authorized Representative.

11.2 Termination for Insufficient Funding. Either party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the other party's authorized representative. The Agency is not obligated to pay for any services that are provided after notice and effective date of termination. However, the BCA will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither party will be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. Notice of the lack of funding must be provided within a reasonable time of the affected party receiving that notice.

12 Continuing obligations

The following clauses survive the expiration or cancellation of this Agreement: 6. Liability; 7. Audits; 8. Government

Data Practices; 9. Investigation of alleged violations; sanctions; and 10.Venue.
The parties indicate their agreement and authority to execute this Agreement by signing below.

1. AGENCY

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

**2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF
CRIMINAL APPREHENSION**

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION
delegated to Materials Management Division

By: _____

Date: _____

**CITY OF FALCON HEIGHTS
COUNCIL RESOLUTION**

May 13, 2020

No. 20-19

**RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS AGREEMENTS
WITH THE CITY OF FALCON HEIGHTS ON BEHALF OF ITS CITY ATTORNEY**

WHEREAS, the City of Falcon Heights on behalf of its Prosecuting Attorney desires to enter into Joint Powers Agreements with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to use systems and tools available over the State’s criminal justice data communications network for which the City is eligible. The Joint Powers Agreement further provide the City with the ability to add, modify and delete connectivity, systems and tools over the five-year life of the agreement and obligates the City to pay the costs for the network connection.

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

1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the City of Falcon Heights on behalf of its Prosecuting Attorney, are hereby approved. Copies of the Joint Powers Agreement is attached to this Resolution and made a part of it.

2. That the Prosecuting Attorney, Katrina Joseph, or his or her successor, is designated the Authorized Representative for the Prosecuting Attorney. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City’s connection to the systems and tools offered by the State.

To assist the Authorized Representative with the administration of the agreement, Sack Thongvanh, City Administrator is appointed as the Authorized Representative’s designee.

3. That Randall C. Gustafson, the Mayor for the City of Falcon Heights, and Sack Thongvanh, the City Administrator/City Clerk, are authorized to sign the State of Minnesota Joint Powers Agreements.

Passed and Adopted by the Council on this 13th day of May, 2020.

Moved by:

Approved by: _____

Randall C. Gustafson
Mayor

GUSTAFSON ___ In Favor
LEEHY
MIAZGA ___ Against
WEHYEE
ANDREWS

Attested by: _____

Sack Thongvanh
City Administrator

BLANK PAGE



The City That Soars!

REQUEST FOR COUNCIL ACTION

Meeting Date	May 13, 2020
Agenda Item	Consent F6
Attachment	Newsletter page and Postcard
Submitted By	Justin Markon, Community Development Coordinator

Item	Accept grant from University of Minnesota Good Neighbor Fund for 2020 Census Activities
Description	<p>On March 25, 2020, the City Council authorized an application for the Good Neighbor Fund 2020 Census grant. This was a special round of grant funds specifically targeted to enhance 2020 Census counting efforts. The City used the grant funds to pay for two items:</p> <ol style="list-style-type: none"> 1. One page in the Spring newsletter highlighting the importance of everyone in our community being counted. 2. A postcard mailed to all residences in the City reminding them to complete the Census. <p>The City was awarded \$1,600 for these efforts, which covered the costs of the postcard and one page in the newsletter.</p>
Budget Impact	Costs associated with Census efforts were covered by the grant, totaling no more than \$1,600.00.
Attachment(s)	<ul style="list-style-type: none"> • Census page from Spring 2020 newsletter • Census postcard
Action(s) Requested	Staff recommend accepting the Good Neighbor Fund 2020 Census grant and authorize the City Administrator or his designee to execute all necessary documents.

BLANK PAGE

2020 Census

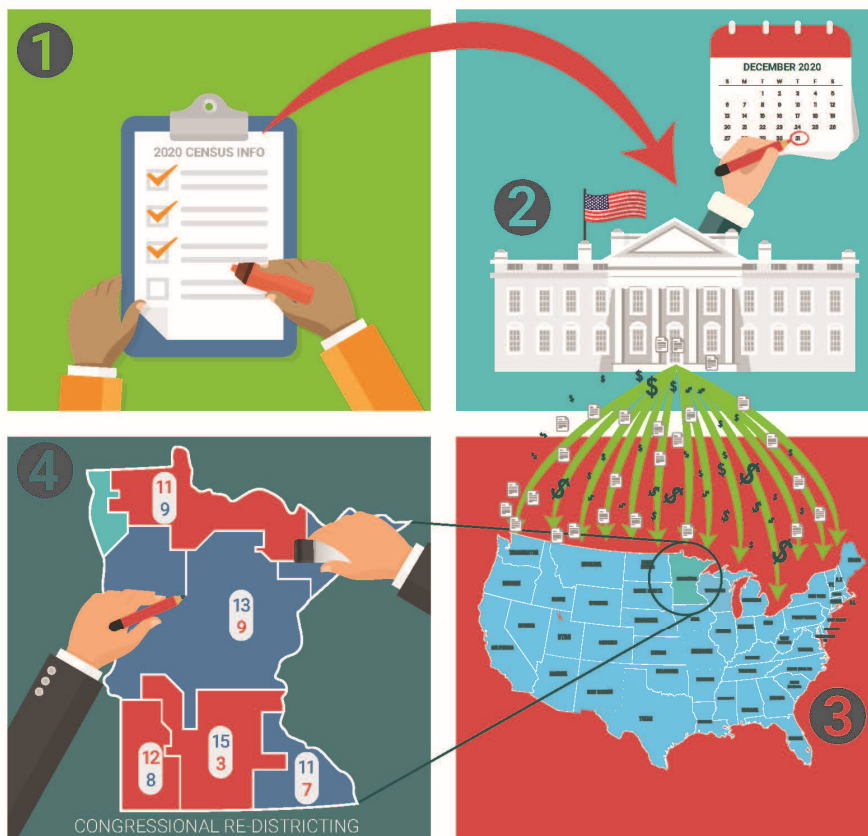
The 2020 Census represents an opportunity to have all our residents counted. In March, homes across the country will begin receiving invitations to complete the 2020 Census. Once the invitation arrives, you should respond for your home in one of three ways: online, by phone, or by mail, as specified in the invitation. Having all of our residents counted during the upcoming Census is very important for federal programs, representation in Congress, and many other reasons.

UNITED STATES 2020 CENSUS

RAMSEY COUNTY ST. PAUL COMPLETE COUNT COMMITTEE



WHERE IS MY INFORMATION GOING?



A mailed letter should arrive in March asking you to complete a census form.

For more information visit 2020census.gov



CITY OF FALCON HEIGHTS

2077 W. LARPELLE AVENUE - FALCON HEIGHTS, MN 55113

We Count in Falcon Heights!
Please respond to the 2020 Census. Your information is important to shape our future. All Census data is confidential and safe and will be used to make important decisions about our future.

Respond your way to the 2020 Census.

By now, every home in our city has received invitations to participate in the 2020 Census. You have three options for responding. All of them are easy!



The 2020 Census marks the first time you will be able to respond online - even on your mobile device. Visit 2020CENSUS.GOV for more information.

The 2020 Census needs **YOU!**

What's in it for me?



Your responses inform where over \$675 billion is distributed each year to communities nationwide for clinics, schools, roads, and more.



Census data gives community leaders vital information to make decisions about building community centers, opening businesses, and planning for the future.



Responding also fulfills your civic duty because it's mandated by the U.S. Constitution. The United States has counted its population every 10 years since 1790.



Your responses are used to redraw legislative districts and determine the number of seats your state has in the U.S. House of Representatives.

What will I be asked?

You will be asked a few simple questions, like age, sex, and the number of people who live in your home, including children.

What won't be asked?

The Census will never ask for Social Security numbers, bank or credit card numbers, money or donations, or anything related to political parties.

Is my information safe?

Your responses to the 2020 Census are safe, secure, and protected by federal law. Your answers can only be used to produce statistics. They cannot be used against you by any government agency or court in any way—not by the FBI, not by the CIA, not by the DHS, and not by ICE.

This postcard was made possible by the University of Minnesota Good Neighbor Fund.



The City That Soars!

REQUEST FOR COUNCIL ACTION

Meeting Date	May 13, 2020
Agenda Item	Consent F7
Attachment	Resolution
Submitted By	Sack Thongvanh, City Administrator

Item	Proclamation for Ramsey County Police Week 2020
Description	<p>The Proclamation is to recognize approximately 900,000 law enforcement officers serving in the communities across the United States. Nearly 60,000 assaults against law enforcement officers are reported each year, resulting in approximately 17,000 injuries.</p> <p>Since the first recorded death in 1791, almost 21,000 law enforcement officers in the United States have made the ultimate sacrifice and been killed in the line of duty, including FOUR members of the Ramsey County Sheriff’s Office. The names of these dedicated public servants are engraved on the walls of the National Law Enforcement Officers Memorial in Washington, D.C.; and</p> <p>In 2019, 146 officers were killed in the line of duty and their names will be added to the National Law Enforcement Officers Memorial this spring. The service and sacrifice of all officers killed in the line of duty nationwide will be honored during the National Law Enforcement Officers Memorial Fund’s 30th Annual Candlelight Vigil, on the evening of May 13, 2020; and</p> <p>The service and sacrifice of all officers killed in the line of duty in Minnesota will be honored during the Minnesota Law Enforcement Memorial Association’s Annual Candlelight Vigil, on the evening of May 13, 2020. The Candlelight Vigil is part of National Police Week, which takes place this year from May 10-16, 2020.</p> <p>May 13, 2020 is designated as Peace Officers Memorial Day, in honor of all fallen officers and their families. The service and sacrifice of Ramsey County Suburban Law Enforcement officers killed in the line of duty will be honored during the Suburban Ramsey County Law Enforcement Memorial Ceremony later this year.</p>
Budget Impact	N/A
Attachment(s)	<ul style="list-style-type: none"> • Resolution 20-20 Proclamation of Ramsey County Police Week 2020
Action(s) Requested	Staff would recommend approval of resolution and proclaim May 10-16, 2020 as Police Week for the City of Falcon Heights.

BLANK PAGE

CITY OF FALCON HEIGHTS
COUNCIL RESOLUTION

May 13, 2020

No. 20-20

Proclamation

RESOLUTION RECOGNIZING NATIONAL POLICE WEEK 2020 AND TO HONOR THE SERVICE AND SACRIFICE OF THOSE LAW ENFORCEMENT OFFICERS KILLED IN THE LINE OF DUTY WHILE PROTECTING OUR COMMUNITIES AND SAFEGUARDING OUR DEMOCRACY.

WHEREAS, There are approximately 900,000 law enforcement officers serving in communities across the United States, including the dedicated members of the Ramsey County Sheriff's Office; and

WHEREAS, Over 60,000 assaults against law enforcement officers are reported each year, resulting in approximately 17,000 injuries; and

WHEREAS, Since the first recorded death in 1791, almost 21,000 law enforcement officers in the United States have made the ultimate sacrifice and been killed in the line of duty, including four members of the Ramsey County Sheriff's Office; and

WHEREAS, the names of these dedicated public servants are engraved on the walls of the National Law Enforcement Officers Memorial in Washington, D.C.; and

WHEREAS, in 2019, 146 officers were killed nationwide in the line of duty and their names will be added to the National Law Enforcement Officers Memorial this spring; and

WHEREAS, The service and sacrifice of all officers killed in the line of duty will be honored during the National Law Enforcement Officers Memorial Fund's Virtual Candlelight Vigil on May 13, 2020; and

WHEREAS, On May 15, 2020, the service and sacrifice of all officers killed in the line of duty will be honored by the National Law Enforcement Officers Memorial Fund and the Minnesota Law Enforcement Memorial Association; and

WHEREAS, May 15, 2020 is designated as National Peace Officers' Memorial Day in honor of all fallen officers and their families; and

WHEREAS, the service and sacrifice of Ramsey County Suburban Law Enforcement officers killed in the line of duty will be honored during the Suburban Ramsey County Law Enforcement Memorial Ceremony later this year;

NOW THEREFORE, BE IT RESOLVED that the Falcon Heights City Council formally designates May 10-16, 2020, as Police Week in the City of Falcon Heights, and publicly salutes the service of law enforcement officers in our community and in communities across the nation.

Moved by:

Approved by: _____

Randall C. Gustafson
Mayor

GUSTAFSON _____ In Favor
MIAZGA
ANDREWS _____ Against
LEEHY
WEYHEE

Attested by: _____

Sack Thongvanh
City Administrator



The City That Soars!

REQUEST FOR COUNCIL ACTION

Meeting Date	May 13, 2020
Agenda Item	Consent F8
Attachment	Quote
Submitted By	Tim Pittman, Public Works Director

Item	Sanitary Sewer Cleaning Program
Description	<p>The City of Falcon Heights started a sanitary sewer cleaning/televising program in 2007. This is a rotating program. Every 3 years the complete system is cleaned and televised. Half of the City is cleaned in year 1, the other half of the City is cleaned in year 2 and the entire system is cleaned and televised in year 3. This program has minimized, if not eliminated sewer back-ups that can be costly to the City of Falcon Heights. This program is also recommended by our liability insurer, The League of Minnesota Cities Insurance Trust.</p> <p>In the past, the City has bid/approved these services only on an annual basis. In April 24, 2014 the City started to bid this as a 3 year contract (2014, 2015, and 2016). American Environmental has continually been the lowest bidder and has completed these services since this program started. Because of this, they know our system and have the necessary software in place to complete these services in a timely and cost effective manner. The City has 66,458 LF of sanitary sewer.</p> <p>LMNC Handbook Chapter 23: Cities are not required to follow the competitive bidding process when contracting for professional services, such as those of doctors, engineers, lawyers, architects, and accountants as well as other services requiring technical, scientific, or professional training like refuse hauling and janitorial services.</p> <p><u>Cost Breakdown</u> 2020 Cleaning: \$0.70 per LF 2021 Cleaning: \$0.75 per LF 2022 Cleaning and Televising: \$1.50 per LF</p>
Budget Impact	<p>The City has in the past and will continue to budget (Sanitary Sewer Fund 601) in the future for the 3 year cycle of cleaning and televising the sewer.</p> <p>2020: \$24,087 2021: \$25,808 2022: \$103,233</p>
Attachment(s)	<ul style="list-style-type: none"> • Quote from American Environmental LLC

Action(s) Requested	It is staff's recommendation to approve the 3 year contract for 2020, 2021 and 2022 for the cleaning and televising of the sanitary sewer system with American Environmental LLC. The proposal includes cleaning half the City in 2020 and half 2021. In 2022, the whole system will be cleaned and televised.
--------------------------------	--

August 16, 2019

American

3086 Walden Drive Chaska, MN 55318

Phone (612) 226-0516

Email: Midwesttony81@aol.com

Environmental LLC

Project Bid



Prepared for:

City of Falcon Heights, MN

Tim Pittman Public works

Description of Work

2020 Clean 34,411' Sanitary sewer per ft.: \$.70

2021 Clean 34411' Sanitary sewer per ft: \$.75

2022 Clean and televise Sanitary sewer per ft: \$ 1.50

August 16, 2019

Acceptance of Bid:

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. **DUE UPON COMPLETION.**

Notice of Lien Rights:

Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company has not been paid for the contributions.

Under Minnesota law, you have the right to pay persons who supplied labor or materials for this improvement directly and deduct this amount from our contract price, or withhold the amounts due them from us until 120 days after completion of the improvement unless we give you a lien waiver signed by persons who supplied any labor or materials for the improvement and who gave you timely notice.

Signer/Owner: _____ . Date: _____ .



The City That Soars!

REQUEST FOR COUNCIL ACTION

Meeting Date	May 13, 2020
Agenda Item	Consent F9
Attachment	Agreement
Submitted By	Sack Thongvanh, City Administrator

Item	Tree Trimming and Removal Service Agreement Renewal
Description	In 2016/2017, the City advertised for tree trimming and removal services and Upper Cut Tree Service was awarded the contract. The agreement was only for one year. Attached you will find an agreement renewal that has been modified to a two year agreement.
Budget Impact	Supported by 2020 Budget.
Attachment(s)	<ul style="list-style-type: none"> • Proposed Tree Trimming & Removal Service Agreement
Action(s) Requested	Staff would recommend approval of the two-year service agreement with Upper Cut Tree Service for tree trimming and removal of trees and stumps. Furthermore, authorize the City Administrator to execute all necessary documents.

BLANK PAGE

AGREEMENT FOR TREE TRIMMING & REMOVAL OF TREES AND STUMPS

This Agreement made this _____ day of _____, 2020, by and between UPPER CUT TREE SERVICE Hereinafter called the "contractor" and the CITY OF FALCON HEIGHTS. Witnessed, that the contractor and the City of Falcon Heights for the considerations stated herein mutually agree as follows:

ARTICLE I. Statement of Work - The contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services, and perform and complete all work required for the removal of trees and stumps in an efficient and workmanlike manner all in strict accordance with the contract documents, for removal of trees and stumps.

ARTICLE II. The Contract Price - The City of Falcon Heights will pay the Contractor for performance of the Contract, in current funds, as provided in "Exhibit B".

ARTICLE III. Contract - The executed contract documents shall consist of the following:

- A. This Agreement
- B. Exhibit A - Technical Specifications
- C. Exhibit B - Price Sheet

The AGREEMENT, together with the other documents enumerated in this Article III, with said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part, the provision of the Component part first enumerated in this Article III shall govern, except as otherwise specifically stated.

ARTICLE IV. Term - The term of this Agreement shall be from the date hereof until December 31, 2019, unless first terminated in accordance with this agreement.

ARTICLE V. Termination - This Agreement may be terminated by the City, at any time, upon 10 days written notice to the contractor.

ARTICLE VI. Insurance - The Contractor shall provide to the City a copy of insurance coverage combined single limit of a minimum of \$1,000,000.00 and add the City as an additional insured before any work can commence.

ARTICLE VII. Performance and Payment Bond - The Contractor shall provide to the City a copy of their Performance and Payment Bond.

ARTICLE VIII. Penalty – The contractor will have a deadline of 10 working days from the date of notification to remove the trees and stumps as listed. A penalty of \$15 per day per tree can be applied to late work.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in original copy on the day and year first above written.

UPPER CUT TREE SERVICE

THE CITY OF FALCON HEIGHTS

City Administrator

“Exhibit A”

**AGREEMENT FOR REMOVAL OF TREES AND STUMPS
TECHNICAL SPECIFICATIONS**

Article I - Removal and Disposal of Trees. All logs and branches shall be removed from the property on which they are cut and disposed of by the Contractor in accordance with the rules and regulations of the Minnesota Department of Agriculture.

- A. Cost is "per diameter inch" (DBH). Where possible all trees will be measured at 4.5 feet off the ground. Those trees forking below 4.5' will be measured directly below the union and can be considered one tree.
- B. Accessible Trees are trees with easy access, usually along boulevards or in open park areas, includes stump removal.
- C. Limited/No access trees are trees located in wooded areas or vehicle access to the tree is impaired, due to wooded area or structural constraints. Stumps will not be included if in wooded area. Cost is "per diameter inch".

Article II - Tree Trimming Only.

- A. Broken branches will be billed at a flat rate.
- B. Dead wood, 1"+ diameter, including any broken branches, will be billed per DBH inch of tree.
- C. Full prune, including broken branches and dead wood, for health of the tree will be billed per DBH inch of tree.

Article III - Stump Removal.

- A. There are times when only a stump needs to be removed. The removal of a stump is determined by the diameter of the cut face plus one-third the diameter of the longest root flare.
- B. All stumps and large exposed surface roots will be removed at least four inches below ground level.
- C. The Contractor will remove all chips and other debris caused by the stump removal operation.
- D. The Contractor will furnish and spread adequate black dirt and grass seed over the area of the stump removal. No such holes are to be left open overnight.
- E. When access to the stump by machine is impossible, stumps shall not exceed three (3) inches in height. If it is an elm tree, the tree shall be completely debarked.
- F. The costs for excessive stump removal is based on diameter of the cut face plus one-third the diameter of the longest root flare, per prior agreement with City.

Article IV - Storm Damage.

- A. If a three (3) acre, at minimum, dumpsite is available within the City, the cost of removal will be less than if hauling of the material is required.
- B. Cost is based on per load and per hourly basis if there is no dumpsite available within the City.

Article V - Brush and woodpile removal.

- A. Brush pile removal is billed per cubic yard.
- B. Woodpile removal is billed on cubic yard basis, depending on access

Article VI - Unusually Difficult.

A specified % increase (20-100) will be added on to the cost of removing trees over 20" DBH with unusually difficult factors, (i.e., access problems, fences, wires). The % increase will be discussed and agreed upon prior to commencement of work.

Article VII - Private Tree Removal.

At times, the City staff will need to coordinate the removal of private trees. However, the resident will be charged the private tree removal rate, which is not the same as the city removal rate.

“Exhibit B”

Agreement for Removal of Trees and Stumps

Article 1 – Removal

A. Accessible Trees

0 – 6”	\$6.00	Cost per diameter inch
7 -12”	\$10.00	Cost per diameter inch
13 – 18”	\$13.00	Cost per diameter inch
19 – 24”	\$18.00	Cost per diameter inch
25 – 30”	\$20.00	Cost per diameter inch

B. Limited/No Access

0 – 6”	\$11.00	Cost per diameter inch
7 -12”	\$15.00	Cost per diameter inch
13 – 18”	\$23.00	Cost per diameter inch
19 – 24”	\$25.00	Cost per diameter inch
25 – 30”	\$35.00	Cost per diameter inch

Article 2 – Tree Trimming

Broken Branches	\$4.00	Per DBH inch
Deadwood	\$5.00	Per DBH inch
Full Prune	\$8.00	Per DBH inch

Article 3 – Stump Removal

Stump Only	\$3.50	Per inch diameter of cut face, plus 1/3 diameter of furthest root flare(s), if applicable
------------	--------	---

Article 4 – Storm Damage

Within City	\$6.75	Per cubic yard
Outside City	\$8.50	Per cubic yard
Clam Truck	\$175.00	Per hour
Tub Grinder	\$350.00	Per hour
Chipper	\$150.00	Per hour

Article 5 – Brush Pile

Easy Access	\$6.75	Per cubic yard
Difficult Access	\$10.00	Per cubic yard

Article 6 – Wood Pile

Easy Access	\$6.75	Per cubic yard
Difficult Access	\$10.00	Per cubic yard

Article 7 – Private EAB –Infested Tree Removal

0 – 6"	\$7.00	Cost per diameter inch
7 -12"	\$14.00	Cost per diameter inch
13 – 18"	\$20.00	Cost per diameter inch
19 – 24"	\$24.00	Cost per diameter inch
25 – 30"	\$28.00	Cost per diameter inch



The City That Soars!

REQUEST FOR COUNCIL ACTION

Meeting Date	May 13, 2020
Agenda Item	Policy G1
Attachment	Mayoral Determination and Resolution
Submitted By	Sack Thongvanh, City Administrator

Item	Extend Period of Local Emergency
Description	Mayor Randall Gustafson issued a proclamation for March 20, 2020 declaring a local emergency and the City Council adopted a resolution extended the local emergency on March 23, 2020.
Budget Impact	Declaring a local emergency is designed to allow the city to be more nimble in its response and able to recover its costs from the emergency.
Attachment(s)	<ul style="list-style-type: none"> • Mayoral Determination regarding telephone/electronic meetings • Resolution 20-21 Extend Period of Local Emergency
Action(s) Requested	<p>Staff recommends that the Falcon Heights City Council approve of attached resolution and extend the period of local emergency. The initial resolution that was adopted on March 23, 2020 which extended the period of local emergency to May 30, 2020.</p> <p>The attached resolution was developed to allow for flexibility and not have an end date to the local emergency until further action is taken by the City Council and the Mayor's Declaration of a local emergency is continued in effect until further action of the City Council or as long as the State of Minnesota peacetime emergency declaration of the Governor's Executive Order 20-01 remains in effect.</p>

BLANK PAGE

City of Falcon Heights
Mayor Randall C. Gustafson Determination Regarding Conducting
Meetings by Telephone or Other Electronic Means

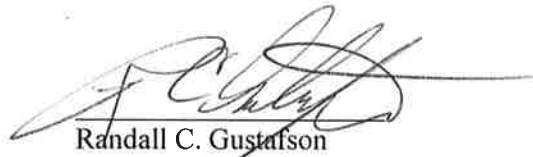
As the Mayor of the City of Falcon Heights (the “City”), I find as follows:

- a. The coronavirus (“COVID-19”) has been declared a health pandemic and national and state, have been declared.
- b. On January 31, 2020, the Secretary of the U.S. Health and Human Services declared a public health emergency in response to COVID-19.
- c. On March 11, 2020, the World Health Organization (WHO) recognized the global outbreak COVID-19 as a pandemic.
- d. On March 13, 2020, President Donald J. Trump proclaimed the outbreak of COVID-19 in the United States a national emergency.
- e. On March 20, 2020, Governor Timothy J. Walz issued Executive Order 20-01 under Minn. Stat. Ch. 12 declaring the outbreak of COVID-19 in Minnesota a peacetime emergency. On March 16, 2020, the Minnesota Executive Council extended Executive Order 20-01 for 30 days.
- f. On March 25, 2020 Governor Timothy J. Walz issued Executive Order 20-20 under Minn. Stat. Ch. 12 declaring a statewide shelter in place order.
- g. The Minnesota Department of Health has provided specific guidance encouraging postponement or cancelation of events that do not allow social distancing or at least six feet.
- h. Minnesota Statutes, section 13D.021 authorizes cities to meet by telephone or electronic means if it is determined that meeting in person is not practical or prudent because of a health pandemic or an emergency declared under Minnesota Statutes, chapter 12.
- i. I have the consulted with the City’s City Administrator regarding the current situation.

Based on the above findings, I determine has follows:

1. Due to the current pandemic and state of emergency, complying with the provisions of Minnesota Statutes, Chapter 13D, would threaten the health safety and welfare of City officials, City staff, and the public.
2. Due to the current pandemic and state of emergency declared under Minnesota Statutes, Chapter 12, it is not practical or prudent for the City Council, Community Engagement Commission, Environment Commission, Parks and Recreation Commission, and Planning Commission (“City Commissions”) to conduct in person meetings.
3. Until further notice, or until such time as the State of Minnesota determines to no longer be in a state of emergency, all meetings of City Commissions governed by Minnesota Statute, Section 13D shall be conducted by telephone or other electronic means.
4. All meetings of City Commissions shall comply with the requirements of Minnesota Statute, section 13D.021.

Dated: May 4, 2020



Randall C. Gustafson
Mayor
City of Falcon Heights

BLANK PAGE

**CITY OF FALCON HEIGHTS
COUNCIL RESOLUTION**

May 13, 2020

No. 20-21

**A RESOLUTION ENACTED PURSUANT TO MINNESOTA STATUTES SECTION
12.29 EXTENDING THE PERIOD OF A MAYOR-DECLARED LOCAL EMERGENCY**

WHEREAS, the Mayor of the City of Falcon Heights, Minnesota, (“City”) by proclamation dated March 20, 2020 has declared that a local emergency is in effect in the City;

WHEREAS, the City Council of Falcon Heights agrees with the mayor’s determination and further finds that the local emergency will last for more than three days and that immediate action to respond to the local emergency is needed in order to protect the health, safety and welfare of the City and the community;

WHEREAS, the Mayor of the City of Falcon Heights, Minnesota, by proclamation dated May 4, 2020 has declared that all city meetings shall be held by telephone or other electronic means pursuant to Minnesota Statute, section 13D.021;

WHEREAS, the state of emergency, health pandemic, and concerns for the safety of City staff and the public, has made it no longer feasible to have an authorized person or members of the public present at the regular meeting locations of the City pursuant to Minnesota Statute, section 13D.021, subd. 1 (3) and (4).

WHEREAS, the Council finds that this emergency, which involves an outbreak of an infectious disease (COVID-19), is a highly fluid and evolving situation, and in the interest of the public health, a response or action may be needed that requires deviation from standard procedures for procuring goods and services; and

WHEREAS, Minnesota Statutes §§ 12.29 and 12.37 authorize the actions taken in this resolution and provide that emergency contracts and agreements are not subject to the normal purchasing and competitive bidding requirements because of the local emergency

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF Falcon Heights, MINNESOTA AS FOLLOWS:

1. The Mayor’s Declaration of a local emergency is continued in effect until further action of the City Council or as long as the State of Minnesota peacetime emergency declaration of the Governor’s Executive Order 20-01 remains in effect.
2. Meetings of the City Council and other City commissions shall continue to be held through electronic means until further action of the City Council.

3. City staff is directed to schedule future meetings without city staff or the public at the regular meeting location.
4. City staff is authorized to enter into agreements and contracts necessary for the procurement of materials, equipment, and services required to respond to the local emergency.
5. The Mayor and City Administrator are authorized to execute any necessary agreements, contracts, and related documents regarding the local emergency necessary to implement corrective action relative to the local emergency to protect the health, safety and welfare of the City and the community.
6. City staff is authorized to take any appropriate action and to prepare any appropriate documents to facilitate the directives of the Council as set forth in this resolution.
7. The Mayor, City Administrator, City staff, City attorney, and City consultants are authorized and directed to take any and all additional steps and actions necessary or convenient in order to accomplish the intent of this resolution.

Passed by the City Council of Falcon Heights, Minnesota this 13 day of May, 2020.

Moved by:

Approved by: _____

Randall C. Gustafson
Mayor

GUSTAFSON _____ In Favor

MIAZGA

ANDREWS _____ Against

LEEHY

WEYHEE

Attested by: _____

Sack Thongvanh
City Administrator



The City That Soars!

REQUEST FOR COUNCIL ACTION

Meeting Date	May 13, 2020
Agenda Item	Policy G2
Attachment	Interim Ordinance
Submitted By	Justin Markon, Community Development Coordinator

Item	Interim Ordinance Regarding Gardens in Front Yards
Description	During the City Council workshop on May 6, 2020, members of the Council requested that Staff draft an Interim Ordinance that would prohibit vegetable gardens in the front yard. If this Interim Ordinance is adopted, it will allow Staff to research garden standards in other communities and provide information regarding official controls. The prohibition on front yard gardens would expire when official controls are adopted or one year from now, whichever comes first.
Budget Impact	N/A
Attachment(s)	<ul style="list-style-type: none"> • Ordinance 20-04 Interim Ordinance Prohibiting The Cultivation of Gardens in Front Yards
Action(s) Requested	Staff recommend that the City Council adopts Ordinance 20-04 An Interim Ordinance Prohibiting the Cultivation of Gardens in Front Yards and allow Staff time to research official controls on this matter.

BLANK PAGE

ORDINANCE NO. 20-04

**CITY OF FALCON HEIGHTS
RAMSEY COUNTY, MINNESOTA**

**AN INTERIM ORDINANCE PROHIBITING
THE CULTIVATION OF GARDENS IN FRONT YARDS**

THE CITY COUNCIL OF FALCON HEIGHTS ORDAINS:

SECTION 1 DEFINITIONS: The following term when used in this ordinance shall mean:

Garden: An area of land used for the cultivation of vegetables or herbs.

Front Yard: A yard extending across the front of a lot between the side yard lot lines and lying between the front line of the lot and the nearest building line.

SECTION 2 INTENT: It is the intent of this ordinance to allow the City of Falcon Heights time to complete an in-depth study concerning changes in official controls for gardens and their location and size on private property, and in the interim to protect the health, safety, and welfare of the citizens of the community.

SECTION 3 TEMPORARY PROHIBITION: Pending the completion of the above referenced study and the adoption of appropriate official controls, no garden shall be built or cultivated in the front yard of private properties.

SECTION 4 EFFECTIVE DATE: This ordinance shall take effect from and after its passage and shall remain in effect until the date of the adoption of the official controls contemplated hereunder or May 12, 2021, whichever occurs first.

ADOPTED this 13th day of May, 2020, by the City Council of the City of Falcon Heights, Minnesota.

Moved by:

Approved by: _____
Randall Gustafson
Mayor

GUSTAFSON ___ In Favor
LEEHY
MIAZGA ___ Against
WEHYEE
ANDREWS

Attested by: _____
Sack Thongvanh
City Administrator