

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

AGENDA
July 26, 2006

- A. CALL TO ORDER: 7:00 PM
- B. ROLL CALL: GEHRZ ____ KUETTEL ____ HARRIS ____
 LINDSTROM ____ TALBOT ____
 MILLER ____ KREUSER ____
- C. PRESENTATION:
- D. APPROVAL OF MINUTES: July 12, 2006 **TAB 1**
- E. PUBLIC HEARING:
- F. CONSENT AGENDA:
 - 1. Disbursements through 7/20/06: \$107,638.42
 Payroll through 7/15/06: \$18,103.31 **TAB 2**
 - 2. Approval of licenses **TAB 3**
- G. POLICY AGENDA:
 - 1. Approval of 800 MHz Subscriber Agreement and Dispatch Service
 Agreement with Ramsey County **TAB 4**
 - 2. Review of Draft of Falcon Heights City Code Recodification (Part II) **TAB 5**
- H. COMMUNITY FORUM
- I. INFORMATION/ANNOUNCEMENTS
- J. ADJOURN

**Regular Meeting of the City Council
City Hall
July 12, 2006**

Members present: Council members Kuettel, Harris, Lindstrom, and Talbot, Mayor Gehrz, Administrator Miller, Assistant City Administrator/Deputy Clerk Kreuser, Parks and Public Works Director Hoag, and Planning and Zoning Director Jones.

The minutes of the June 28, 2006 regular city council meeting were approved.

Consent Agenda:

The following six items on the consent agenda were moved for approval by Council member Kuettel. The motion passed unanimously.

3. Disbursements through 6/30/06: \$9,125.90
Disbursements 7/1/06 through 7/6/06: \$19,165.38
Payroll through 6/30/06: \$19,559.26
4. Resolution adopting model policy and appointing officials
5. Approval of licenses
6. Authorize the purchase of a Toro Groundsmaster 3280-D commercial tractor/mower from MTI Distributing
7. Promotion of Michael Poeschl to Falcon Heights Fire Department Captain
8. Acceptance of Low Bid for Seal Coating from Pearson Brothers in the Amount of \$52,441.60

Policy Agenda:

1. Drive-through Study Final Report

Mayor Gehrz began the item by giving a brief background for the viewing audience. She explained the City does not have an ordinance that governs drive-through uses. She said the City had received a request to install a drive-through, which triggered the study to look at all business-zoned properties in the City. Mayor Gehrz thanked the residents who gave input at the meetings.

The City planning consultant, Dan Cornejo, presented his drive-through report with a presentation to the council and audience. Cornejo stated his charges were to clarify Falcon Heights interest in drive-through uses, establish standards and criteria for their design and location, and to give his recommendations for zoning code amendments. After doing the research, Cornejo presented three options to the council: 1) allowance of drive-throughs for banks only in B-2 and B-3 zones, 2) allowance in B-2 zones for banks and for all uses in B-3, and 3) drive-throughs prohibited anywhere in Falcon Heights. After giving the presentation to the council, Cornejo recommended option three.

Mayor Gehrz asked for the council's questions.

Council member Talbot asked about the square footage of Dino's. Cornejo replied it was 17,000 sq. ft., but later corrected the square footage to roughly 23,000.

Council member Kuettel asked Cornejo to highlight the areas that meet the square footage requirement of 30,000 feet, as outlined in option two. Cornejo replied Hermes, TIES, Twin Cities Federal Co-op, Buck's Furniture, and the Knutson offices on Prior

Avenue were some of the properties that met that 30,000 square foot requirement. He stated there are several large properties, but that it appeared the focus of the City's comprehensive plan is residential. He explained his reasoning for recommending option three, no drive-throughs, was because the drive-throughs in commercial-mixed use and residential areas would not work in relation to residential areas.

Council member Lindstrom agreed. He stated the City would be undertaking the comp plan process within the next year, and had trouble thinking of B-zoned land that would be appropriate. Even with mixed uses coming into play, he stated he was leaning towards supporting option three, but was not convinced there would not be room to examine the University land in the comp plan process.

Mayor Gehrz asked Cornejo of the definition of "noise." Cornejo replied it was referring to speaker boxes. He stated some residents brought up concerns of car radios, idling vehicles, people ordering, and those are not included in the definition since they really cannot be controlled by this ordinance. He added that in other codes, the speaker box was the only noise related.

Mayor Gehrz asked the audience for their questions. There were none. She opened council discussion.

Council member Harris said she favored the recommendation by Cornejo. She said she thought about the issue a lot, and every time the value of a drive-through facility is matched up against the detriment to the City, there is not enough value to justify its use. She said even with a conditional use, there would be a hassle with trying to engineer it to prevent damage to what the City already has.

Council member Lindstrom said he supported option three, no drive-throughs, because he would not want a drive-through next to his house. He said the pros to having a drive-through do not equal the extreme negatives.

Mayor Gehrz said she supported prohibiting drive-throughs in B-1 and B-3, and due to the traffic around the Snelling/Larpenteur intersection, a use such as a drive-through would worsen the traffic and create safety issues. Mayor Gehrz said there have been 60 accidents at the Crawford/Snelling intersection in 2003 and 2004 according to the SAPD, so she would not support drive-throughs in the B-1 and B-3 zones. However, she said she would support a conditional use permit for banks only in the B-2 zones. She thought banks do not cause a lot of traffic during the rush hour, and since no one has come to the City asking for a drive-through for that use, she asked whether it was realistic to prohibit them. With the conditional use allowed in the B-2 zones she said there would be heavy restrictions, including placing the window and speaker box 100 feet from residential areas, driveways 75 feet from intersections, a lot size minimum of 30,000 square feet, no noise audible from residential areas, hours limited from 7 a.m. to 10 p.m., a traffic impact study would be conducted, and there would be no glare to adjacent property. She stated with these provisions it felt comfortable to her.

Council member Kuettel stated that by going to the meetings, she felt that Falcon Heights was not a City for drive-throughs. Although in B-2, she thought the conditional use with site review, she would be in favor of the banks only B-2 option.

Council member Harris asked Mayor Gehrz why she would want to open that complex issue. Mayor Gehrz answered she thought of it as property owner's rights. She said they City tends to bend over backwards for residential property rights, and the more prohibitions the City places on business-zoned properties, it limits the options the owners

have. She said she could not justify or logically make that argument, especially with placing the conditional use and restrictions on those much larger B-2 properties, but she was trying to be as fair in her analysis as she could be.

Council member Talbot stated he was in favor of the third option, no drive-throughs, because of the resident input from the meetings. He said it was universal that residents did not want drive-throughs. He said he could not bet on the University land always being agricultural, that some day it may be sold, and with the conditional use option, able to house a drive-through. His concern was that the University land abuts residential properties, and residents in Falcon Heights could drive ¼ mile to Roseville or St. Paul to a drive-through.

Council member Lindstrom said he would support the Mayor's proposition, with the University land it would have enough area to house a drive-through in the future if sold. He added that the other B-2 zoned properties are not immediately next to residential properties, and with the conditions built in it provides some safeguards. He asked if the conditions would be built into the use, and about the noise provision. Cornejo replied that the cities he contacted, it is noise audible from the property line. Lindstrom also asked about the 100-foot condition. Mayor Gehrz replied she took the most-restrictive conditions from Cornejo's report and built them in.

Council member Lindstrom asked about an ATM condition in the use, and suggested 10 p.m. be changed to 8 p.m. Cornejo said in some cities, they require lots be chained after certain hours, and the City could make that a requirement. Administrator Miller said with the noise issue, it could still be a condition even with an ATM included on the property. Mayor Gehrz said wherever "speaker box" is referenced, it will be a requirement it will also say "ATM."

Mayor Gehrz asked Council member Harris how she felt about the changes. Council member Harris stated she thought it was an artificial stretch to benefit the City, and she could not see a reason to make a stretch to make it possible.

Mayor Gehrz asked the audience for comments.

Mayor Gehrz moved to change the zoning ordinance to prohibit all drive-throughs uses in all B-1 and B-3 zones to allow a drive-through for banks only as a conditional use only with site plan review in B-2 properties with the requirements as follows: that there be at least 100 feet to residential property, including service window, building, speaker box, ATM, the driveway be at least 75 feet from an intersection, a 30,000 square foot minimum, at least 180 foot stacking lane, that the hours of operation run no longer than 7 a.m. to 8 p.m., no audible noise to adjacent residential properties, no glare to adjacent properties, and a traffic impact study be completed.

Rich Rodich asked if the building was included in the 100-foot setback from residential property. Mayor Gehrz said it made sense to change the motion to eliminate the building itself from 100-foot setback requirement. She amended her motion, and moved to change the zoning ordinance to prohibit all drive-throughs uses in all B-1 and B-3 zones to allow a drive-through for banks only as a conditional use only with site plan review in B-2 properties with the requirements as follows: that there be at least 100 feet to residential property, including service window, speaker box, and ATM; the driveway be at least 75 feet from an intersection; a 30,000 square foot minimum; at least 180 foot stacking lane; that the hours of operation run no longer than 7 a.m. to 8 p.m.; no audible noise to adjacent residential properties; no glare to adjacent properties; and a traffic impact study

be completed. Council members Lindstrom and Kuettel, and Mayor Gehrz voted to approve the motion. Council members Talbot and Harris voted against the motion. The motion passed 3-2.

2. Review of Draft of Falcon Heights City Code Recodification

Administrator Miller gave an overview of the process to date, stating the current code was clunky and outdated, making it difficult to use. He asked the council for their changes to the draft code. The council went through the code, page-by-page, and made their changes.

Information/Announcements:

Council member Lindstrom said the Environment Commission is leaning towards planting the community garden at Community Park, however nothing is final yet.

Council member Kuettel said the Planning Commission public hearing for the zoning chapter and one variance would be held July 25.

Council member Talbot said that cities and residents should contact their legislators and urge them to protect local government rights to rights-of-way.

Mayor Gehrz invited everyone to the Ice Cream Social on July 27 from 6-8 p.m., said the budget workshop would be held July 19 at 6:30 p.m., urged residents to hold a block party on National Night Out, August 1. She also said the committee applications for the comprehensive plan steering committee would be available, and asked property owners to apply.

Administrator Miller said seal coating would start, and asked residents to watch parking.

The meeting was adjourned at 8:10 p.m.

Respectfully submitted,

Stacey Kreuser
Assistant City Administrator/Deputy Clerk

CONSENT F1
7/26/06

ITEM: **Disbursements and Payroll**

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

REVEIWED BY: **Justin Miller, City Administrator**

Explanation:

1. Disbursements through 7/20/06: \$107,638.42
2. Payroll through 7/15/06: \$18,103.31

ATTACHMENTS:

- General Disbursements
- Payroll

ACTION REQUESTED:

- Approval

EMP NO	EMPLOYEE NAME	TYPE	CHECK DATE	CHECK AMOUNT	CHECK NO.
1	MILLER, JUSTIN J	R	7/13/2006	1,821.16	070098
1007	PHILLIPS, PATRICIA	R	7/13/2006	464.79	070099
1008	KREUSER, STACEY T	R	7/13/2006	1,185.12	070100
1016	ANDERSON, LISA A	R	7/13/2006	1,090.57	070101
1136	OLSON, ROLAND O	R	7/13/2006	1,595.09	070102
1141	YARD, MICHAEL C	R	7/13/2006	625.58	070103
1035	AUGER SR, JOSEPH J	R	7/13/2006	193.11	070104
1038	JONES, DEBORAH K	R	7/13/2006	1,382.01	070105
1015	HOAG, GREGORY R	R	7/13/2006	1,802.68	070106
1033	TRETSVEN, DAVE	R	7/13/2006	1,390.23	070107
1143	CALLAHAN, COLIN B	R	7/13/2006	974.34	070108
1178	FISCHER, PETER M	R	7/13/2006	581.84	070109
1103	MEYER, DIANE	R	7/13/2006	561.05	070110
2009	BLEDSON, ADAM C	R	7/13/2006	68.57	070111
2012	KUHENS, KIMBERLY A	R	7/13/2006	68.57	070112
2013	KUHENS, KATIE JO	R	7/13/2006	166.81	070113
2020	JENSEN, CLARE L	R	7/13/2006	91.42	070114
2022	PINSKI, CARLA J	R	7/13/2006	140.96	070115
2025	HOIUM, CHARLOTTE R	R	7/13/2006	73.65	070116
2111	FINNEGAN, ERIN E	R	7/13/2006	167.38	070117
2114	AFWERKE, HANNAH W	R	7/13/2006	161.28	070118
2122	SCHMITTDIEL, MEGAN	R	7/13/2006	186.69	070119
2124	KOLL, KACEY M	R	7/13/2006	116.66	070120
2125	KOLL, KELLY L	R	7/13/2006	116.66	070121
	FRITZ, DIANE B	R	7/13/2006	286.56	070122
	MARONDE, ERIC M	R	7/13/2006	174.27	070123
2128	WROBLEWSKI, ANGIE K	R	7/13/2006	252.25	070124
2129	SKUNDBERG, KIRSTEN M	R	7/13/2006	121.23	070125
2130	MURPHY, MEGHAN K	R	7/13/2006	245.90	070126
2131	CURRY, ALYSE ANNA	R	7/13/2006	164.15	070127

*** REGISTER TOTALS ***

REGULAR CHECKS:	30	16,270.58
DIRECT DEPOSIT REGULAR CHECKS:		
MANUAL CHECKS:		
PRINTED MANUAL CHECKS:		
DIRECT DEPOSIT MANUAL CHECKS:		
VOIDED CHECKS:		
NON CHECKS:		
TOTAL CHECKS:	30	16,270.58

*** NO ERRORS FOUND ***

** END OF REPORT **

EMP NO	EMPLOYEE NAME	TYPE	CHECK DATE	CHECK AMOUNT	CHECK NO.
0034	KURHAJETZ, CLEMENT	R	7/17/2006	169.13	070135
0040	ANDERSON, KEVIN	R	7/17/2006	106.13	070136
0066	HERNANDEZ, ALFRED	R	7/17/2006	150.65	070137
0074	ALLEN, MARK J	R	7/17/2006	96.28	070138
0085	JOHNSON-POWERS, DANIEL S	R	7/17/2006	61.55	070139
0087	MCKAY, MICHAEL A	R	7/17/2006	29.56	070140
0090	SCHIPPEL, ANDREW P	R	7/17/2006	109.21	070141
0095	POESCHL, MICHAEL J	R	7/17/2006	149.37	070142
0097	GAFFNEY, PATRICK	R	7/17/2006	193.93	070143
0098	REZNY, BRADLEY J	R	7/17/2006	39.71	070144
0104	VANN, VINCENT A	R	7/17/2006	120.74	070145
0105	FEHRENBACH, ANTON M	R	7/17/2006	107.76	070146
0106	TESCH, SCOTT A	R	7/17/2006	170.62	070147
0109	DOUVIER, JASON D	R	7/17/2006	49.40	070148
0111	GOL K, ABRAHAM,	R	7/17/2006	61.76	070149
0112	LESKE, CHRIS M	R	7/17/2006	119.71	070150
0114	GANSCHINIETZ, ANNE T	R	7/17/2006	97.22	070151

*** REGISTER TOTALS ***

REGULAR CHECKS:	17	1,832.73
DIRECT DEPOSIT REGULAR CHECKS:		
MANUAL CHECKS:		
PRINTED MANUAL CHECKS:		
DIRECT DEPOSIT MANUAL CHECKS:		
VOIDED CHECKS:		
NON CHECKS:		
TOTAL CHECKS:	17	1,832.73

*** NO ERRORS FOUND ***

** END OF REPORT **

PACKET: 00009 Regular Payables
VENDOR SET: 01 City of Falcon Heights
SEQUENCE : NUMERIC
DUE TO/FROM ACCOUNTS SUPPRESSED

Council Report

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-00222	ALLEGRA PRINT & IMAGING					
I-94398		BUSINESS CARDS - DEB	106.80			
7/19/2006	APBNK	DUE: 7/19/2006 DISC: 7/19/2006				
		BUSINESS CARDS - DEB		101 4117-70100-000	SUPPLIES	106.80
		=== VENDOR TOTALS ===	106.80			
=====						
01-00250	AMERIPRIDE LINEN&APPAREL					
I-739544		LINEN CLEANING	26.75			
7/19/2006	APBNK	DUE: 7/19/2006 DISC: 7/19/2006				
		LINEN CLEANING		101 4124-82011-000	LINEN CLEANING	26.75
		=== VENDOR TOTALS ===	26.75			
=====						
01-00255	AMERICAN OFFICE PRODUCTS					
I-75253		NAME PLATE - JUSTIN	9.59			
7/19/2006	APBNK	DUE: 7/19/2006 DISC: 7/19/2006				
		NAME PLATE - JUSTIN		101 4112-70100-000	SUPPLIES	9.59
		=== VENDOR TOTALS ===	9.59			
=====						
01-00867	ALBRECHT ENTERPRISES					
I-10284		IRRIGATION PARTS	210.02			
7/19/2006	APBNK	DUE: 7/19/2006 DISC: 7/19/2006				
		IRRIGATION PARTS		101 4131-87010-000	CITY HALL MAINTENANCE	210.02
		=== VENDOR TOTALS ===	210.02			
=====						
01-01010	ANDERSON, LISA					
I-200607190065		REIMBURSEMENTS	226.97			
7/19/2006	APBNK	DUE: 7/19/2006 DISC: 7/19/2006				
		MILEAGE REIMBURSEMENT		101 4112-86010-000	MILEAGE	146.40
		ART SUPPLIES		201 4201-70100-000	SUPPLIES	30.38
		ART SUPPLIES		201 4201-70100-000	SUPPLIES	35.36
		PAINT FOR ICE CREAM SOCIAL		101 4116-89010-000	SPECIAL EVENTS	14.83
		=== VENDOR TOTALS ===	226.97			

PACKET: 00009 Regular Payables

VENDOR SET: 01 City of Falcon Heights

SEQUENCE : NUMERIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-03001	CAMPBELL KNUTSON					
I-200607190064		LEGAL SERVICES JUNE/06	2,029.93			
7/19/2006	APBNK	DUE: 7/19/2006 DISC: 7/19/2006				
		LEGAL SERVICES JUNE/06		101 4114-80200-000	LEGAL FEES	2,029.93
=== VENDOR TOTALS ===			2,029.93			
=====						
01-03089	CASH					
I-200607200080		PETTY CASH	44.40			
7/20/2006	APBNK	DUE: 7/20/2006 DISC: 7/20/2006				
		BUDGET WORKSHOP EXP		101 4111-70100-000	SUPPLIES	33.75
		CERTIFIED MAILING		101 4112-70100-000	SUPPLIES	10.65
=== VENDOR TOTALS ===			44.40			
=====						
01-03115	TRUGREEN-CHEMLAWN					
I-652646		FERTILIZER AND WEED CONTROL	200.22			
7/19/2006	APBNK	DUE: 7/19/2006 DISC: 7/19/2006				
		FERTILIZER AND WEED CONTROL		101 4131-87010-000	CITY HALL MAINTENANCE	200.22
I-652647		FERTILIZER AND WEED CONTROL	119.28			
7/19/2006	APBNK	DUE: 7/19/2006 DISC: 7/19/2006				
		FERTILIZER AND WEED CONTROL		101 4141-87120-000	REPAIRS & MAINTENANCE	119.28
=== VENDOR TOTALS ===			319.50			
=====						
01-03121	CITY OF ST PAUL					
I-94995		USE OF BUILDING FOR TRAINING	450.00			
7/19/2006	APBNK	DUE: 7/19/2006 DISC: 7/19/2006				
		USE OF BUILDING FOR TRAINING		101 4124-86020-000	TRAINING	450.00
=== VENDOR TOTALS ===			450.00			
=====						
01-03123	CINTAS CORPORATION #470					
I-470498910		RUG SERVICE	79.30			
7/19/2006	APBNK	DUE: 7/19/2006 DISC: 7/19/2006				
		RUG SERVICE		101 4131-87010-000	CITY HALL MAINTENANCE	79.30
=== VENDOR TOTALS ===			79.30			

PACKET: 00009 Regular Payables

VENDOR SET: 01 City of Falcon Heights

SEQUENCE : NUMERIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
OST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-03140	CLOVER SUPER FOODS					
I-200607190076		ICE CREAM FOR ICE CREAM SOCIA	268.88			
7/19/2006	APBNK	DUE: 7/19/2006 DISC: 7/19/2006				
		ICE CREAM FOR ICE CREAM SOCIAL		101 4116-89010-000	SPECIAL EVENTS	268.88
		=== VENDOR TOTALS ===	268.88			
=====						
01-03247	CUB FOODS					
I-200607190074		CAKES AND PIES	122.38			
7/19/2006	APBNK	DUE: 7/19/2006 DISC: 7/19/2006				
		CAKES AND PIES		101 4116-89010-000	SPECIAL EVENTS	122.38
		=== VENDOR TOTALS ===	122.38			
=====						
01-04027	EMERGENCY APPARATUS MAINT					
I-26493		REPAIRS/REMOVE OPTICON	149.85			
7/19/2006	APBNK	DUE: 7/19/2006 DISC: 7/19/2006				
		REPAIRS/REMOVE OPTICON		101 4124-87029-000	REPAIR OTHER EQUIPMENT	149.85
		=== VENDOR TOTALS ===	149.85			
=====						
01-05002	CARL JESSEN					
I-200607190067		IRRIGATE DAMAGE-SIDEWALK PROJ	206.00			
7/19/2006	APBNK	DUE: 7/19/2006 DISC: 7/19/2006				
		IRRIGATE DAMAGE-SIDEWALK PROJ		101 4132-87010-000	BOULEVARD MAINTENANCE	206.00
		=== VENDOR TOTALS ===	206.00			
=====						
01-05004	KATIE JO KUHENS					
I-200607190063		FOOD FOR COOKING CLASS	26.75			
7/19/2006	APBNK	DUE: 7/19/2006 DISC: 7/19/2006				
		FOOD FOR COOKING CLASS		201 4201-70100-000	SUPPLIES	26.75
		=== VENDOR TOTALS ===	26.75			
=====						
01-05005	MONICA MILES					
I-200607190062		REFUND REC SOCCER	62.00			
7/19/2006	APBNK	DUE: 7/19/2006 DISC: 7/19/2006				
		REFUND REC SOCCER		201 4201-89000-000	MISCELLANEOUS	62.00
		=== VENDOR TOTALS ===	62.00			

PACKET: 00009 Regular Payables

VENDOR SET: 01 City of Falcon Heights

SEQUENCE : NUMERIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
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01-05006	ANNE LIDDLE					
I-200607190060		REFUND REC SOCCER	37.00			
7/19/2006	APBNK	DUE: 7/19/2006 DISC: 7/19/2006				
		REFUND REC SOCCER		201 4201-89000-000	MISCELLANEOUS	37.00
		=== VENDOR TOTALS ===	37.00			
=====						
01-05007	KATHRYN MERRIAM					
I-200607190059		REFUND REC TENNIS	34.00			
7/19/2006	APBNK	DUE: 7/19/2006 DISC: 7/19/2006				
		REFUND REC TENNIS		201 4201-89000-000	MISCELLANEOUS	34.00
		=== VENDOR TOTALS ===	34.00			
=====						
01-05090	DEEP ROCK WATER COMPANY					
I-601409165		H2O AND COOLER RENTAL	55.75			
7/19/2006	APBNK	DUE: 7/19/2006 DISC: 7/19/2006				
		H2O AND COOLER RENTAL		101 4131-85040-000	WATER	55.75
I-629409165		H2O AND COOLER RENTAL	55.75			
7/19/2006	APBNK	DUE: 7/19/2006 DISC: 7/19/2006				
		H2O AND COOLER RENTAL		101 4124-89000-000	MISCELLANEOUS	55.75
		=== VENDOR TOTALS ===	111.50			
=====						
01-05115	ONE CALL CONCEPTS, INC					
I-6060367		LOCATES JUNE/06	218.60			
7/19/2006	APBNK	DUE: 7/19/2006 DISC: 7/19/2006				
		LOCATES JUNE/06		101 4132-89030-000	ONE CALL CONCEPTS-LOCATE	218.60
		=== VENDOR TOTALS ===	218.60			
=====						
01-05132	SHARI HEX					
I-200607190061		REFUND REC LACROSS	34.00			
7/19/2006	APBNK	DUE: 7/19/2006 DISC: 7/19/2006				
		REFUND REC LACROSS		201 4201-89000-000	MISCELLANEOUS	34.00
		=== VENDOR TOTALS ===	34.00			

PACKET: 00009 Regular Payables

VENDOR SET: 01 City of Falcon Heights

SEQUENCE : NUMERIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
OST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-05134	HEJNY RENTALS, INC.					
I-200607190075		DUNK TANK RENTAL	173.24			
7/19/2006	APBNK	DUE: 7/19/2006 DISC: 7/19/2006				
		DUNK TANK RENTAL		101 4116-89010-000	SPECIAL EVENTS	173.24
		=== VENDOR TOTALS ===	173.24			
=====						
01-05137	HEALTHPARTNERS MEDICAL GP					
I-300000882		2 MEDICAL EXAMS	354.00			
7/19/2006	APBNK	DUE: 7/19/2006 DISC: 7/19/2006				
		2 MEDICAL EXAMS		101 4124-86200-000	MEDICAL EXAMINATIONS	354.00
		=== VENDOR TOTALS ===	354.00			
=====						
01-05153	HOME DEPOT CRC/GECF					
I-200607190078		IRRIGATION SUPPLIES	77.44			
7/19/2006	APBNK	DUE: 7/19/2006 DISC: 7/19/2006				
		IRRIGATION SUPPLIES		101 4131-87010-000	CITY HALL MAINTENANCE	77.44
		=== VENDOR TOTALS ===	77.44			
=====						
01-05200	ICMA RETIREMENT TRUST 457					
I-200607190079		JULY/06 ICMA	1,010.00			
7/19/2006	APBNK	DUE: 7/19/2006 DISC: 7/19/2006				
		JULY/06 ICMA		101 21709-000	OTHER PR WH PAYABLE	923.90
		JULY/06 ICMA		204 21709-000	OTHER PR WH PAYABLE	10.00
		JULY/06 ICMA		601 21709-000	OTHER PR WH PAYABLE	35.00
		JULY/06 ICMA		602 21709-000	OTHER PR WH PAYABLE	41.10
		=== VENDOR TOTALS ===	1,010.00			
=====						
01-05362	KIDSDANCE					
I-200607190072		KIDS BAND FOR ICE CREAM SOCIA	200.00			
7/19/2006	APBNK	DUE: 7/19/2006 DISC: 7/19/2006				
		KIDS BAND FOR ICE CREAM SOCIAL		101 4116-89010-000	SPECIAL EVENTS	200.00
		=== VENDOR TOTALS ===	200.00			

PACKET: 00009 Regular Payables
 VENDOR SET: 01 City of Falcon Heights
 SEQUENCE : NUMERIC
 DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
OST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-05409	STACEY KREUSER					
I-200607190070		REIMBURSEMENTS	121.25			
7/19/2006	APBNK	DUE: 7/19/2006 DISC: 7/19/2006				
		REIMBURSEMENT - MILEAGE		101 4112-86010-000	MILEAGE	111.25
		MMCI 2008 POLO		101 4112-86100-000	CONFERENCES/EDUCATION/AS	10.00
		=== VENDOR TOTALS ===	121.25			
=====						
01-05580	MGM LIQUOR					
I-200607190073		KEG OF ROOT BEER	89.99			
7/19/2006	APBNK	DUE: 7/19/2006 DISC: 7/19/2006				
		KEG OF ROOT BEER		101 4116-89010-000	SPECIAL EVENTS	89.99
		=== VENDOR TOTALS ===	89.99			
=====						
01-05665	METROPOLITAN COUNCIL					
I-827649		AUG/06 SS	32,890.64			
7/19/2006	APBNK	DUE: 7/19/2006 DISC: 7/19/2006				
		AUG/06 SS		601 4601-85060-000	METRO SEWER CHARGES	32,890.64
		=== VENDOR TOTALS ===	32,890.64			
=====						
01-05705	NRG PROCESSING SOLUTIONS					
I-57690		BRUSH TREE REMOVAL	71.25			
7/19/2006	APBNK	DUE: 7/19/2006 DISC: 7/19/2006				
		BRUSH TREE REMOVAL		101 4134-84020-000	TREE REMOVAL	71.25
		=== VENDOR TOTALS ===	71.25			
=====						
01-05816	MOGREN LANDSCAPE SUPPLIES					
I-127163		SOD 28 ROLLS	74.55			
7/19/2006	APBNK	DUE: 7/19/2006 DISC: 7/19/2006				
		SOD 28 ROLLS		101 4131-87010-000	CITY HALL MAINTENANCE	74.55
		=== VENDOR TOTALS ===	74.55			
=====						
01-05870	XCEL ENERGY					
I-200607190077		ELECTRIC	2,170.16			
7/19/2006	APBNK	DUE: 7/19/2006 DISC: 7/19/2006				
		ELECTRIC		101 4132-85020-000	STREET LIGHTING	1,991.96
		ELECTRIC		101 4132-85020-000	STREET LIGHTING	85.92
		ELECTRIC		101 4141-85020-000	ELECTRIC/GAS	51.67
		ELECTRIC		101 4141-85020-000	ELECTRIC/GAS	8.07
		ELECTRIC		101 4141-85020-000	ELECTRIC/GAS	24.57
		ELECTRIC		101 4132-85020-000	STREET LIGHTING	7.97
		=== VENDOR TOTALS ===	2,170.16			

PACKET: 00009 Regular Payables
 VENDOR SET: 01 City of Falcon Heights
 SEQUENCE : NUMERIC
 DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
OST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-05949	NFPA INTERNATIONAL					
I-3417370		MEMBERSHIP NFPA	135.00			
7/19/2006	APBNK	DUE: 7/19/2006 DISC: 7/19/2006				
		MEMBERSHIP NFPA		101 4124-86110-000	MEMBERSHIPS	135.00
		=== VENDOR TOTALS ===	135.00			
=====						
01-06024	ON SITE SANITATION					
I-232315		PORTABLE TOILET - CURTISS	56.68			
7/19/2006	APBNK	DUE: 7/19/2006 DISC: 7/19/2006				
		PORTABLE TOILET - CURTISS		101 4141-82010-000	WASTE REMOVAL	56.68
		=== VENDOR TOTALS ===	56.68			
=====						
01-06065	OXYGEN SERVICE COMPANY					
I-3031486		AIR TANK RENTAL	40.08			
7/19/2006	APBNK	DUE: 7/19/2006 DISC: 7/19/2006				
		AIR TANK RENTAL		101 4124-70100-000	SUPPLIES	40.08
		=== VENDOR TOTALS ===	40.08			
=====						
01-06184	RAMSEY COUNTY					
I-000165		JUNE/06 DISPATCH SERVICES	873.71			
7/19/2006	APBNK	DUE: 7/19/2006 DISC: 7/19/2006				
		JUNE/06 DISPATCH SERVICES		101 4121-87091-000	REPAIR CIVIL DEFENSE SIR	873.71
		=== VENDOR TOTALS ===	873.71			
=====						
01-06290	CITY OF ROSEVILLE					
I-5463		JULY/06 SUPPORT	933.33			
7/19/2006	APBNK	DUE: 7/19/2006 DISC: 7/19/2006				
		JULY/06 TECH SUPPORT		101 4116-85070-000	TECHNICAL SUPPORT	725.00
		JULY/06 TELEPHONY		101 4116-85010-000	TELEPHONE	208.33
I-5487		APR 15 - JUNE 15 PHONE CHARGE	873.35			
7/19/2006	APBNK	DUE: 7/19/2006 DISC: 7/19/2006				
		APR 15 - JUNE 15 PHONE CHARGES		101 4116-85010-000	TELEPHONE	873.35
		=== VENDOR TOTALS ===	1,806.68			

PACKET: 00009 Regular Payables

VENDOR SET: 01 City of Falcon Heights

SEQUENCE : NUMERIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
OST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-06386		S & S TREE SPECIALISTS IN				

I-5077		TREE REMOVAL AND PRUNING	1,386.77			
7/19/2006	APBNK	DUE: 7/19/2006 DISC: 7/19/2006				
		STUMP REMOVAL		101 4134-84020-000	TREE REMOVAL	1,083.24
		PRUNING FROM STORM DAMAGE		101 4134-84020-000	TREE REMOVAL	303.53
		=== VENDOR TOTALS ===	1,386.77			
=====						
01-06625		T.A. SCHIFSKY & SONS, INC				

I-39434		ASPHALT PATCHING	74.58			
7/19/2006	APBNK	DUE: 7/19/2006 DISC: 7/19/2006				
		ASPHALT PATCHING		101 4132-75000-000	BITUMINOUS PATCHING	74.58
		=== VENDOR TOTALS ===	74.58			
=====						
01-06664		TERMINIX				

I-005830		PEST CONTROL	95.86			
7/19/2006	APBNK	DUE: 7/19/2006 DISC: 7/19/2006				
		PEST CONTROL		101 4131-87010-000	CITY HALL MAINTENANCE	95.86
		=== VENDOR TOTALS ===	95.86			
=====						
01-06945		QWEST				

I-200607190071		TELEPHONE BILL	111.21			
7/19/2006	APBNK	DUE: 7/19/2006 DISC: 7/19/2006				
		CURTISS FIELD TELEPHONE		101 4141-85010-000	TELEPHONE	53.49
		TELEPHONE PUMP STATION		101 4141-85010-000	TELEPHONE	57.72
		=== VENDOR TOTALS ===	111.21			
=====						
01-07228		CITY OF ST ANTHONY				

I-1553		POLICE SERVICES	41,114.58			
7/19/2006	APBNK	DUE: 7/19/2006 DISC: 7/19/2006				
		SPECIAL CALL-OUT - DOG IMPOUND		101 4122-81000-000	POLICE SERVICES	79.50
		AUG/06 POLICE SERVICES		101 4122-81000-000	POLICE SERVICES	41,035.08
		=== VENDOR TOTALS ===	41,114.58			

PACKET: 00009 Regular Payables
VENDOR SET: 01 City of Falcon Heights
SEQUENCE : NUMERIC
DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-07259		COORDINATED BUS. SYSTEMS,				
I-277428		COPIER MAINT 3RD QTR	864.84			
7/19/2006	APBNK	DUE: 7/19/2006 DISC: 7/19/2006				
		COPIER MAINT 3RD QTR		101 4112-87000-000	REPAIR OFFICE EQUIPMENT	864.84
		=== VENDOR TOTALS ===	864.84			
=====						
01-07262		FASTSIGNS				
I-204-23014		DATE CHANGE ON SOCIAL BANNER	26.63			
7/19/2006	APBNK	MANUAL CK# 070153 7/18/2006				
		DATE CHANGE ON SOCIAL BANNER		101 4116-89010-000	SPECIAL EVENTS	26.63
		=== VENDOR TOTALS ===	26.63			
=====						
01-07272		LILLIE SUBURBAN NEWSPAPER				
I-200607190066		LEGAL NOTICES	15.35			
7/19/2006	APBNK	DUE: 7/19/2006 DISC: 7/19/2006				
		LEGAL NOTICES - 1564 BURTON		101 4111-70410-000	LEGAL NOTICES	8.37
		LEGAL NOTICES - RECODIFICATION		101 4111-70410-000	LEGAL NOTICES	6.98
		=== VENDOR TOTALS ===	15.35			
=====						
01-07294		INCODE-CMS				
I-46059		NEW ACCT SOFTWARE & SERVICES	15,709.55			
7/19/2006	APBNK	DUE: 7/19/2006 DISC: 7/19/2006				
		CONSULTANT FEES		401 4401-90100-000	FURNITURE & EQUIPMENT	4,567.51
		FINAL INSTALLMENT		401 4401-90100-000	FURNITURE & EQUIPMENT	7,434.36
		MILEAGE FOR CONSULTANT		401 4401-90100-000	FURNITURE & EQUIPMENT	287.03
		PROJECT MANAGEMENT FEES		401 4401-90100-000	FURNITURE & EQUIPMENT	1,500.00
		FINAL INSTALL-3RD PARTY SW		401 4401-90100-000	FURNITURE & EQUIPMENT	1,920.65
		=== VENDOR TOTALS ===	15,709.55			
=====						
01-07901		WASTE MANAGEMENT-BLAINE				
I-3117690		MAY, JUNE, JULY WASTE SERVICE	1,789.20			
7/19/2006	APBNK	DUE: 7/19/2006 DISC: 7/19/2006				
		MAY, JUNE, JULY WASTE SERVICES		206 4206-82030-000	RECYCLING CONTRACTS	1,789.20
		=== VENDOR TOTALS ===	1,789.20			

PACKET: 00009 Regular Payables

VENDOR SET: 01 City of Falcon Heights

SEQUENCE : NUMERIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-08888		VERNIX FORESTRY CONSULT.				

I-72480		FORESTRY CONSULTANT	1,530.96			
7/19/2006	APBNK	DUE: 7/19/2006 DISC: 7/19/2006				
		FORESTRY CONSULTANT		101 4134-80330-000	FORESTRY CONSULTANT	1,530.96
		=== VENDOR TOTALS ===	1,530.96			
		=== PACKET TOTALS ===	107,638.42			

ITEM: **Approval of licenses**

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

Explanation:

The following companies have submitted application for a mechanical contractor's license. All necessary documents have been received by City staff.

- Comfort Plus Heating & Cooling
- Yale Mechanical

ITEM: Approval of 800 MHz Subscriber Agreement and Dispatch Service Agreement with Ramsey County

SUBMITTED BY: Justin Miller, City Administrator

Summary:

For several months, the City of Falcon Heights and other Ramsey County cities have been working with Ramsey County to develop an agreement to provide public safety dispatch services once the new 800 MHz radio system is operational. This system will improve the communication abilities of our public safety personnel (both police and fire) and will improve the interoperability between all Ramsey County jurisdictions.

Highlights of the proposed agreement are as follows:

- Article III -The initial term of the agreement will be through December 31, 2016, with automatic annual renewals for up to 30 years after the initial term.
- Article 4.02 - A Dispatch Policy Committee will be established, and an elected official from Falcon Heights *may* be selected.
- Article 5.03 – a central dispatch service will be created to provide member cities 24/7/365 dispatch coverage.
- Article 6.02 – For the years 2007 and 2008, Falcon Heights will pay \$17,042 if St. Paul is not a member or \$11,504 if St. Paul is a member. For comparative purposes, the 2006 amount paid by Falcon Heights is \$10,484 (based on June invoice of \$873.17). After 2008, 60% of the dispatch operating costs will be paid through a county-wide property tax levy, with the remaining 40% paid through an assessment to each community based on calls for service.

Along with this agreement is a separate subscriber agreement regarding the purchase, maintenance, and repair of the new 800 MHz radios. These radios are highly specialized pieces of equipment, and maintaining a set of consistent protocols is essential for the proper operation of the system. The highlights of this agreement include:

- Section 3.4 – a subscriber support fee will be assessed by Ramsey County for the ongoing support of maintaining the system. Right now, the annual fee is estimated to be \$37.40 per radio. We will also need to budget \$39.00 per radio for an annual fee to the Metropolitan Emergency Services Board. In total, the subscriber fees for 2007 will be an estimated \$1,222.40 (16 radios total).
- Section 3.14 - Repair of the radios will be the responsibility of the city, and can only be performed by county authorized repair vendors.

- Section 4.3 – the county will pay for the first \$1,995 for each radio. On average, our radios will cost \$2,654.49 (Appendix A). In total, 16 new 800 MHz radios will cost the City of Falcon Heights \$10,551.88.
- Section 6.1 – the initial term of this agreement will be through December 31, 2016, with ten annual automatic annual renewals after the initial term.

ATTACHMENTS:

- Dispatch Services Agreement and Public Safety Radio Subscriber Agreement

ACTION REQUESTED:

- Staff recommends that the City Council approve the attached Dispatch Services Agreement and Public Safety Radio Subscriber Agreement with Ramsey County.

**AGREEMENT BETWEEN RAMSEY COUNTY AND THE CITY OF FALCON HEIGHTS
FOR DISPATCH SERVICES**

This Agreement is between Ramsey County, a political subdivision of the State of Minnesota (“County”) and the City of Falcon Heights, a municipality under the laws of the State of Minnesota (“City”).

WHEREAS, The County is in the process of implementing a new 800 MHz radio communication system as a subsystem to the regionwide 800 MHZ system; and

WHEREAS, The County currently operates a Public Safety Answering Point (“PSAP”)/Dispatch Center, from which dispatch services are provided for the Ramsey County Sheriff; the cities of Arden Hills, Gem Lake, Little Canada, Mounds View, New Brighton, North Oaks, Roseville, Shoreview, and Vadnais Heights; and the township of White Bear (collectively, the “Contract Cities”); and

WHEREAS, The County has entered into agreements with the City of Saint Paul and the City of Maplewood for consolidated dispatch operations; and

WHEREAS, The County is constructing a new facility on the campus of the Ramsey County Law Enforcement Center and the Saint Paul Police Department Headquarters to house the new Dispatch Center for the consolidated dispatch operations using the County’s new Public Safety Communication System (“PSCS”)/800 MHz radio communication subsystem; and

WHEREAS, The City, which is one of the Contract Cities, wishes to obtain dispatch services from the County from the new Dispatch Center using the 800 MHz radio communication system; and

WHEREAS, The parties have reached agreement on the terms and conditions for the provision of dispatch services for the City by the County;

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the parties do hereby agree as follows:

Article I. Purpose

The purpose of this agreement is to establish the parameters for the provision of dispatch services by the County for the City from the Consolidated Dispatch Center, and to delineate the terms and conditions under which the County will provide dispatch services.

Article II. Definitions

- 2.01 **Additional Member** means any public entity or agency or governmental unit that signs an agreement with the County after the Dispatch Center becoming operational, for dispatch services by the County from the Dispatch Center.
- 2.02 **Call for Service** means a Computer Aided Dispatch (“CAD”) incident number that originates from a 911 call.
- 2.03 **County Manager** means the Ramsey County Manager appointed by the Ramsey County Board of Commissioners, or the Ramsey County Manager’s designee.
- 2.04 **Dispatch Center** means the location from which the County will provide emergency 911 communications and dispatching services using its PSCS/800 MHz radio communications

subsystem, for police, fire, emergency medical services, and other public safety functions for cities and agencies that have contracted with the County for such services.

- 2.05 **Initial Member** means any municipality that signs an agreement with the County, prior to the Dispatch Center becoming operational, for dispatch services by the County from the Dispatch Center.
- 2.06 **Initial Service Term** means the time period from January 1, 2007, through December 31, 2016.
- 2.07 **Member** means either an Initial Member or an Additional Member.
- 2.08 **Radio System Manager** means the Ramsey County employee who manages the County's 800 MHz interoperable radio communication system and the County's Dispatch Center.
- 2.09 **Year** means a calendar year.

Article III. Term

This agreement shall become effective on the date executed by both parties ("Effective Date") and shall continue in effect through December 31, 2016 ("Initial Term"). Thereafter, the term shall automatically renew for additional one (1) Year periods, up to a maximum of 30 renewal periods, subject to the right of either party to terminate as set forth in Section 7.01.

Article IV. Dispatch Policy Committee

4.01 Creation

The Dispatch Policy Committee ("Committee") is hereby created with the powers and responsibilities as set forth herein.

4.02 Membership

- a. If the Cities of Maplewood, Saint Paul, and White Bear Lake sign agreements to consolidate their PSAP/Dispatch Centers with the County's PSAP/Dispatch Center, the Committee is to be made up of the following elected officials:
 - 1. The Ramsey County Sheriff
 - 2. Four members of the Saint Paul City Council
 - 3. The Mayor of the City of Saint Paul
 - 4. The Mayor or one member of the Maplewood City Council
 - 5. The Mayor or one member of the White Bear Lake City Council
 - 6. Two elected representatives of the other cities in Ramsey County that do not operate independent PSAP/Dispatch Centers and that sign agreements with Ramsey County to receive dispatching services from the Dispatch Center, to be selected in a manner to be determined by the involved cities.
- b. If the City of White Bear Lake does not sign an agreement to consolidate its PSAP/Dispatch Center with the County's PSAP/Dispatch Center, the number of Saint Paul City Council members will be reduced by one. If the City of Saint Paul does not sign an agreement to consolidate its PSAP/Dispatch Center with the County's PSAP/Dispatch Center, the Committee will be made up of representatives from the jurisdictions that have entered into a consolidation agreement.
- c. If the individual appointed to the Committee leaves the elected office, the public entity's elected officials will be responsible for appointing a replacement representative in a timely fashion.

- d. Committee members shall be appointed by the jurisdiction they represent for such period of time as determined by each jurisdiction.

4.03 Duration

Unless earlier dissolved by mutual agreement of all of the then-current Members, the Committee shall continue to operate for the duration of this Agreement.

4.04 Officers

- a. The Committee members shall select a Chair and a Vice Chair at its first meeting, and thereafter on an annual basis, provided that, during the first two Years of its operation, the Mayor of the City of Saint Paul shall be the Chair of the Committee. Thereafter, the Chair shall be selected annually from the Committee members. The initial term of the Chair shall be two Years and of the Vice Chair shall be one Year. Thereafter each shall serve for one Year. The Vice Chair shall be a representative of a Member other than a Member represented by the Chair. If the City of Saint Paul does not sign an agreement to consolidate its PSAP/Dispatch Center with the County's PSAP/Dispatch Center, the Committee will select a Chair and Vice Chair from Committee members from jurisdictions that have entered into a consolidation agreement.
- b. The duties of the Chair shall be as follows:
 - 1. approve the agenda for Committee meetings, with the input and assistance of the Radio System Manager and other Committee members;
 - 2. preside at Committee meetings;
 - 3. sign all official documents as authorized by the Committee;
 - 4. make reports, directly or through a designee, to the Committee and the Ramsey County Board as deemed appropriate; and
 - 5. perform such other duties as are incident to the office and properly expected by the Committee.
- c. The duties of the Vice Chair shall be as follows:
 - 1. in the absence of the Chair, to perform the duties of the Chair; and
 - 2. to perform such duties as may be requested by the Chair.
- d. The Radio System Manager shall serve as executive secretary to the Committee and shall provide for all correspondence, reporting, and recordkeeping functions for the Committee, consistent with Minnesota Statutes Chapter 13 and statutory retention laws.

4.05 Powers and Authorities of the Committee

- a. The Committee shall assist the County in reviewing and evaluating the performance of the Dispatch Center to ensure that the service meets the needs and expectations of the communities and public safety user agencies.
- b. The Committee shall make recommendations to the County Manager and to the Radio System Manager concerning voice and data communications systems relating to public safety agency dispatching, public service information, education and advertising programs, and any other matter relating to the provision of emergency communications services.
- c. The Committee shall periodically review operations and make recommendations on the operations, standards, and budget for the Dispatch Center.
- d. The Radio System Manager shall report to and serve at the pleasure of the County Manager as advised by the Committee relating to the functions involving consolidated dispatch services for the Members. The County Manager will work with the Radio System Manager in an expeditious manner to resolve any concerns raised by the Committee. If, however, a majority of the Committee is not satisfied with the outcome, the County Manager will take appropriate personnel action, which may involve termination.
- e. The Committee shall perform such other duties as may be requested by the Ramsey County Board of Commissioners.

- 4.06 Meetings and Voting
- a. The Committee shall meet at least quarterly during the first Year this Agreement is in effect. Thereafter, the Committee members shall determine the frequency of regular meetings. In addition, a special meeting may be called by the Chair or by a majority of the then-current Committee members.
 - b. Each public entity with a member on the Committee shall be responsible for complying with requirements of State Statute relating to open meetings.
 - c. Committee members may not appoint proxies.
 - d. Each Committee member shall have one vote.
 - e. A decision of the Committee shall require approval by a majority of the Committee members, provided there is a quorum in attendance.
 - f. A quorum of the Committee shall require one half of the Committee members plus one to be in attendance at the time of any decision.
 - g. At its first meeting, the Committee shall adopt a process for resolving tie votes.

Article V. Dispatch Center Operations and Services

- 5.01 Mission
The Mission of the Dispatch Center is to provide both field responders and citizens the best emergency communication service making maximum use of personnel and technology.
- 5.02 Day-to-Day Operations
- a. Day to day operations of the Dispatch Center will be under the direction of the Radio System Manager.
- 5.03 Services
- a. Emergency communications and dispatch services shall be provided on behalf of the City, the County, and other Members 24/7/365 for police, fire, and emergency medical services.
 - b. The Dispatch Center will utilize a two-stage dispatching system whereby telecommunicators will take incoming requests for service and relay them to dedicated dispatchers who will be assigned for police calls as well as those for fire and emergency medical calls. This will not impact the County's ability to cross train dispatchers for fire and police dispatch.
 - c. Standardized procedures will be formulated with input from user groups. Customization of procedures for participating agencies will be provided to the extent such customization can be accommodated by the Computer Aided Dispatch System.
 - d. A quality assurance program will be adopted based on national standards.
- 5.04 Dispatch Users Group
- a. A Dispatch Users Group shall be formed, to be comprised of one chief or command officer from each of the following agencies:
 1. St Paul Police;
 2. St Paul Fire;
 3. Maplewood Police;
 4. Maplewood Fire;
 5. One suburban fire department other than Maplewood;
 6. One suburban police department other than Maplewood; and
 7. One undersheriff or command officer from the Ramsey County Sheriff's Office.
 - b. The Dispatch Users Group may adopt rules regarding the selection by the agencies of their Dispatch Users Group member by job classification and the duration of membership in the Dispatch Users Group. If the City of Saint Paul does not sign an agreement to consolidate its

PSAP/Dispatch Center with the County's PSAP/Dispatch Center, the Dispatch Users Group will be made up of the appropriate representatives from the jurisdictions that have entered into a consolidation agreement.

- c. The suburban fire department representative will be selected annually by the Ramsey County Fire Chiefs Association. The suburban police department representative will be selected annually by the Ramsey County Chiefs of Police. The Dispatch Users Group will meet quarterly or at some other interval as determined by the group.
- d. The Dispatch Users Group shall have a Law Enforcement Subcommittee and Fire and EMS Subcommittees. The Law Enforcement Subcommittee shall be comprised of one police officer, deputy, or supervisor from each law enforcement agency served by the Dispatch Center. The Fire and EMS Subcommittees shall be comprised of one firefighter, emergency medical responder, or supervisor from each fire and EMS agency served by the Dispatch Center.
- e. Each representative to the Dispatch Users Group will have one vote.
- f. The roles and responsibilities of the Dispatch Users Group will be to:
 - 1. Provide user agency input to the Radio System Manager into the process of developing protocols and dispatching standards for the Dispatch Center.
 - 2. Provide a forum for the exchange of ideas between Dispatch Center staff and users for the purpose of improving service, reviewing critical incidents, and resolving complaints.
 - 3. Provide for coordination of service between the Dispatch Center and local agencies with the intent of providing seamless public safety service that makes the administrative boundary between dispatching and field responders as transparent as possible to the public.
 - 4. Provide input to the Dispatch Policy Committee as to the overall performance of the Dispatch Center in serving the needs of the user agencies.
- g. Issues that cannot be resolved by the Dispatch Users Group may be referred to the Committee.

Article VI. Cost and Funding

6.01 Capital Expenditure and Equipment

- a. The County will pay the facility construction and site development costs for a Dispatch Center that will be of such size and configuration as to provide communications and dispatch services to meet the needs of consolidated dispatch.
- b. The County will pay for the 800 MHz radio system equipment in the Dispatch Center, including consoles and connections to the regional system backbone.

6.02 Operating Costs

- a. For the first Year (2007) and second Year (2008) of the Initial Service Term, the City will pay the annual sum of \$17,042 if the City of Saint Paul is not a Member and the annual sum of \$11,504 if the City of Saint Paul is a Member. The City shall make payment to the County monthly in an amount equal to 1/12 of the appropriate sum for that Year. The County will be responsible for the balance of operating costs for the Dispatch Center ("Dispatch Operating Costs") not covered by payments from Members.
- b. Thereafter, sixty (60) percent of the Dispatch Operating Costs will be paid through a county-wide property tax levy, and forty (40) percent of the Dispatch Operating Costs will be paid through an assessment to each Member based on Calls for Service from within the Member's jurisdictional boundaries compared to total Calls for Service to the Dispatch Center. A three-year rolling average of the Member's Calls for Services as a percentage share of Total Calls for Service for those three Years will be used to compute the Member's share. The City's

annual share of the Dispatch Center Operating Costs that will be paid based on Calls for Services will be computed as follows after the second Year of the Initial Service Term.

1. For the third Year of the Initial Service Term, an average of the following will be used to determine the City's share:
 - i. The City's initial share of Dispatch Operating Costs in the first Year as identified in section 6.02.a; and
 - ii. The City's initial share of Dispatch Operating Costs in the second Year as identified in section 6.02.a; and
 - iii. The City's percentage share of Calls for Service in the first Year.
2. For the fourth Year of the Initial Service Term, an average of the following will be used to determine the City's share:
 - i. The City's initial share of Dispatch Operating Costs in the second Year as identified in section 6.02.a; and
 - ii. The City's percentage share of Calls for Service in the first Year; and
 - iii. The City's percentage share of Calls for Service in the second Year.
3. For the fifth Year and for each Year thereafter, the City's share will be the average of the City's Calls for Services over the most recent three Years for which Total Calls for Service data is available.
4. The County will give the City notice no later than the first day of June each Year of the amount due and payable to Ramsey County as the City's annual share of the Dispatch Operating Costs for the following Year.
5. The City shall make payment to the County monthly in an amount equal to 1/12 of the amount due and payable to Ramsey County for the Year, on the tenth day of each month of the Year, except for the payment for the first month of the Year, which shall be due by the end of the month.

6.03 911 Fees

Commencing with the first full month of the Initial Service Term, the County shall credit forty (40) percent of any 911 fees received by the County to the payments due to the County by the Members for forty (40) percent of the Dispatch Operating Costs for the Year the 911 fees are received, and shall credit sixty (60) percent of any 911 fees received by the County to reduce the County's property tax levy for the sixty (60) percent of the Dispatch Operating Costs to be paid through a county-wide property tax levy.

6.04 Other Funds

Nothing herein shall preclude either party from applying for and receiving federal or state, or funds from other public and private sources, for the capital, equipment and/or operating costs of the Dispatch Center.

Article VII. General Terms and Conditions

7.01 Termination

- a. Except as otherwise provided herein, this Agreement may not be terminated during the Initial Term. Thereafter, either party may terminate this Agreement at the end of a calendar year by action of its governing body and upon a minimum of twelve (12) months written notice to the other party.

7.02 Indemnification and Insurance

- a. Each party agrees that it will be responsible for its own acts and the acts of its employees, elected officials, and agents as they relate to this Agreement and for any liability resulting therefrom, to the extent authorized by law, and shall not be responsible for the acts of the other party or its employees, elected officials, and agents, or for any liability resulting

therefrom. Each party's liability shall be governed and limited by the Municipal Tort Claims Act, Minn. Stat. Chapter 466 and other applicable law.

- b. Consistent with the provisions of Section 7.02 a., each party agrees to defend, indemnify and hold harmless the other party, its employees, elected officials, and agents from any liability, claims, causes of action, judgments, damages, losses, costs or expenses, including reasonable attorneys fees, resulting directly or indirectly from any act or omission of the indemnifying party, its employees, elected officials, or agents, in the performance or failure to perform its obligations under this Agreement.
- c. Each party warrants that it is able to comply with the aforementioned indemnity requirements through commercial insurance or a self-funding program.
- d. The County agrees to maintain property insurance coverage throughout the term of this Agreement on the Dispatch Center facility and all of the County equipment within the Dispatch Center.

7.03 Non-Assignability

Neither party shall assign any interest in this Agreement nor transfer any interest in the same, whether by subcontract, assignment or novation.

7.04 Compliance With Applicable Law

- a. Both parties agree to comply with all federal, state and local laws, resolutions, ordinances, rules, regulations and executive orders pertaining to unlawful discrimination on account of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, sexual preference, disability, or age.
- b. Both parties agree to comply with all federal, state and local laws or ordinances, and all applicable rules, regulations, and standards established by any agency of such governmental units, which are now or hereafter promulgated insofar as they relate to the parties' performance of the provisions of this Agreement.

7.05 Data Practices

All data collected, created, received, maintained or disseminated for any purpose in the course of either party's performance of this Agreement is governed by the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, or any other applicable state statutes, any state rules adopted to implement the Act and statutes, as well as federal statutes and regulations on data privacy.

7.06 Audit

Until the expiration of six (6) Years after the termination of this Agreement, each party shall, upon written request of the other party, shall make available to the requesting party, the State Auditor or the requesting party's ultimate funding sources, a copy of this Agreement and the books, documents, records and accounting procedures and practices relating to this Agreement.

7.07 Alteration

Any alteration, variation, modification, or waiver of the provisions of this Agreement shall be valid only after it has been reduced to writing and duly signed by both parties.

7.08 Notice

Any notice required to be given by this Agreement shall be made by delivery by first class mail, postage applied, to:

Ramsey County
Office of the County Manager
250 City Hall/Courthouse
15 West Kellogg Boulevard
Saint Paul, Minnesota 55102

City of Falcon Heights
Office of the City Administrator
2077 W. Larpenteur Avenue
Falcon Heights, MN 55113

7.09 Arbitration

Any dispute between the parties to this Agreement may be subject to arbitration, if mutually agreed to in writing by the parties. The parties shall mutually agree on an arbitrator and the arbitration will take place under the rules and procedures of the American Arbitration Association. The parties shall pay their own internal costs and shall each pay 50% of any out of pocket fees or costs related to the arbitration.

7.10 Interpretation of Agreement; Venue

This Agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this Agreement shall be venued in the appropriate state or federal district court in Ramsey County, Minnesota.

7.11 Conditions Outside Control of a Party

No party to this Agreement can be held responsible for conditions outside the control of the party claiming its occurrence, which are the direct result of force majeure which shall mean and include acts of public enemies; strikes or lockouts; enforceable governmental or judicial orders; outbreak of war or insurrection, or acts of terrorism; insurrections; riots; civil disturbances; earthquakes, floods, fires; and explosions or other similar catastrophes or events not reasonably within the party's control

7.12 Entire Agreement

This Agreement shall constitute the entire agreement between the parties and shall supersede all prior oral or written negotiations.

WHEREFORE, this Agreement is duly executed on the last date written below.

RAMSEY COUNTY

CITY OF FALCON HEIGHTS

Tony Bennett, Chair
Board of County Commissioners

_____, Mayor

Bonnie Jackelen, Chief Clerk
Board of County Commissioners

City Clerk

Date: _____

Date: _____

Approved as to form:

Approved as to form:

Assistant County Attorney

Assistant City Attorney

Approval recommended:

David Twa, County Manager

Funds are available:

Funds are available:

Budgeting and Accounting

**Ramsey County
Countywide Public Safety Radio
Communications Subsystem
Subscriber Agreement**

Between Ramsey County and Authorized Subscribers Regarding:

- 1) Use of the Ramsey County Subsystem to the Regionwide Public Safety Radio Communications System;**
- 2) Purchase, Maintenance and Repair of Subscriber Radios; and**
- 3) Administrative and Operational Support of the Subscriber Radio Fleet.**

THIS AGREEMENT is between RAMSEY COUNTY, a political subdivision of the State of Minnesota, through its County Manager's Office ("COUNTY"), 250 City Hall/Courthouse, 15 West Kellogg Boulevard, St. Paul, Minnesota 55102, and the CITY OF FALCON HEIGHTS, 2077 W. Larpenteur Avenue, Falcon Heights, MN 55113, acting by and through its duly authorized officers ("SUBSCRIBER").

WHEREAS, COUNTY is in the process of planning and constructing a subsystem ("Subsystem") of the Regionwide Public Safety Radio Communications System ("System"); and

WHEREAS, COUNTY has planned the Subsystem in cooperation and collaboration with representatives of Cities, Police Departments, Fire Departments, and other public safety users within Ramsey County; and

WHEREAS, SUBSCRIBER has elected to participate as a Subsystem Subscriber; and

WHEREAS, COUNTY and SUBSCRIBER wish to set forth their respective roles and responsibilities and the terms and conditions of their understanding;

NOW, THEREFORE, in consideration of the mutual undertakings and agreements hereinafter set forth, COUNTY and SUBSCRIBER agree as follows:

1. DEFINITIONS

Activation means the point at which a radio is enabled to operate on the Subsystem.

Certify means, in relation to a radio, approved by use for the Subsystem.

Cloning means the process whereby a Code Plug is written into the memory of a radio.

Code Plug means the program file containing talkgroup information and configuration settings that is written into the memory of a radio.

County-Approved Vendors means vendors identified by the County as having been State-certified to service the radios to be purchased by SUBSCRIBER and with which the County has a contract.

Fleet means the set of radios with assigned radio system identification numbers that fall within the numeric range assigned to Ramsey County by the State of Minnesota or that contain Code Plugs that are maintained by the COUNTY.

Metropolitan Emergency Services Board or **MESB** means the board created by a Joint Powers Agreement among Anoka, Carver, Dakota, Hennepin, Ramsey, Scott, and Washington Counties and the City of Minneapolis, to act as the Metropolitan 911 Board; as a regional radio board and as the successor to the MRB; and as a regional emergency medical services board.

Metropolitan Radio Board or **MRB** means the political subdivision created pursuant to the provisions of Minnesota Statutes §403.22, Subd. 1 to provide governance over the planning and implementation of the Statewide 800 MHz interoperable radio communication system, whose responsibilities were to be transferred to the Statewide Radio Board pursuant to Laws of 2004, Chapter 201, Section 22.

Programming means the process of preparing a custom Code Plug and Cloning into one or more radios.

Radio System Manager means the COUNTY employee who manages, and provides coordination and administrative direction for the Subsystem.

Regular In-Shop Flat Fees means the hourly rates or per unit pricing established in an agreement between COUNTY and a COUNTY-Approved Vendor for service on SUBSCRIBER radios at the vendor's site.

Subsystem means that part of the regional 800 MHz interoperable radio system constructed and owned by the COUNTY.

Subsystem Infrastructure Support Costs means all costs incurred by COUNTY that are necessary to keep the Subsystem operational for the purposes for which SUBSCRIBER is using the radios.

System means the regional trunked radio network infrastructure and associated base radio subsystems built by the Minnesota Department of Transportation, the Metropolitan Radio Board, and entities that entered into Cooperative Agreements with the MRB to construct subsystems.

System Key File means the computer file necessary to program radios for use on the System.

2. PURPOSE AND INTRODUCTION

The purpose of this Agreement is to define the rights and obligations of COUNTY and SUBSCRIBER with respect to the cooperative and coordinated purchase, maintenance, technical and administrative support and use of portable, mobile, desktop and other end user radios by the SUBSCRIBER on COUNTY'S Subsystem. The Subsystem is a multi-site general purpose wireless communications system designed to provide, among other things, 95% area coverage reliability for portable radio operation above ground level in light to medium buildings throughout most of the County. Other SUBSCRIBER benefits and services include access to the System, a wide area nine-county regionwide public safety radio communications system; multiple System redundancies with backup power; a wide range of talk groups; electronic identification of all radios on all transmissions; 99.999% microwave system reliability; system security; radio interoperability; 24 hour a day Subsystem monitoring and repair response; access to a pool of special event radios; and SUBSCRIBER radio training.

3. DUTIES AND RESPONSIBILITIES OF SUBSCRIBER

3.1 Conformance to Metropolitan Emergency Services Board and COUNTY Standards

SUBSCRIBER agrees to conform to all applicable standards, policies, procedures and protocols established or amended by the Metropolitan Emergency Services Board ("MESB") or its successor; the State Radio Board; and COUNTY related to use of the Subsystem, including, but not limited to, radio user training requirements, radio operating guidelines, audit, monitoring, and compliance. When COUNTY receives the information, COUNTY will notify SUBSCRIBER of such applicable standards, policies, procedures and protocols in accordance with the Subsystem procedures.

3.2 Conformance to Federal Laws and Regulations

SUBSCRIBER agrees to conform to all applicable Federal Rules, Regulations, and Laws pertaining to use of the Subsystem, including, but not limited to, the Communications Act of 1934 as Amended and Part 90 of the Federal Communications Commission Rules and Regulations.

3.3 Response to Improper Use

In the event COUNTY informs SUBSCRIBER that statistical analysis of Subsystem usage or other information indicates that SUBSCRIBER personnel may have inappropriately used the Subsystem, or may have violated applicable standards, policies, procedures, rules, regulations, or laws regarding proper operation of the Subsystem, or may have violated the provisions of this Agreement, SUBSCRIBER agrees to take immediate and appropriate investigative and corrective action to stop the violation and eliminate any reoccurrence.

3.4 Subscriber Fleet Support Fees

Any Subscriber Fleet Support Fees established by the Board of Ramsey County Commissioners must first be reviewed by the Subsystem Operations and Users Group and the Subsystem Policy Group. If the Board of Ramsey County Commissioners thereafter establishes a Subscriber Fleet Support Fee schedule, SUBSCRIBER agrees to pay COUNTY the fee assessed to SUBSCRIBER by COUNTY. Fleet support fees shall include costs incurred by COUNTY for, but not limited to, software updates, technical support, administrative support, configuration support, access to the emergency and special event shared pool of radios, and training support attributable to SUBSCRIBER'S participation under this Agreement. Fees shall be assessed on a per-radio basis. Any such fees will be subject to annual adjustment by the Board of Ramsey County Commissioners. COUNTY is responsible for Subsystem Infrastructure Support Costs.

3.5 Pass Through Fees

SUBSCRIBER agrees to pay all fees assessed on a per radio basis to COUNTY or SUBSCRIBER by any outside agency, as established through the outside agency's written contract with COUNTY or by statutory authority.

3.6 Radio Cloning Fees

For a period of two years following initial activation of radios listed in **Appendix A** by COUNTY or COUNTY-Approved Vendors, SUBSCRIBER shall be entitled to receive SUBSCRIBER-requested radio recloning by COUNTY or COUNTY-Approved Vendors one additional time for each radio without additional cost to SUBSCRIBER, and COUNTY will pay the costs of recloning each radio one additional time for changes required by the COUNTY. Provided, however, that COUNTY shall pay such recloning costs at the Regular In-Shop Flat Fee as established in the agreement between COUNTY and the COUNTY-Approved Vendor. SUBSCRIBER shall obtain any additional radio recloning necessary for SUBSCRIBER to use the Subsystem at SUBSCRIBER'S sole cost. SUBSCRIBER shall notify and obtain approval from the Radio System Manager or the Radio System Manager's designee prior to obtaining the additional recloning. All recloning must be performed by COUNTY or COUNTY-Approved Vendors.

3.7 Changes in Fees

Following consultation with the Subsystem Policy Group, COUNTY shall notify SUBSCRIBER of any proposed change in any of the fees payable by SUBSCRIBER to COUNTY under the terms of this Agreement for the following calendar year no later than June 1 of the current calendar year. The COUNTY Board shall have final authority to establish or change fees.

3.8 Invoicing and Payment Terms

COUNTY will invoice SUBSCRIBER monthly, or at other intervals as determined by COUNTY, for all fees payable to COUNTY as specified herein. For radios activated on or before the 15th of the month, SUBSCRIBER will be charged for the entire month. For radios activated after the 15th of the month, the fees will commence on the first day of the following month. Payment of all fees herein shall be made directly to COUNTY within thirty-five (35) days from receipt of the invoice. COUNTY-approved vendors who provide reprogramming for SUBSCRIBER shall invoice SUBSCRIBER directly and SUBSCRIBER shall make the payment; SUBSCRIBER may submit a request for reimbursement for any reprogramming costs for which COUNTY is responsible under the provisions of Subparagraph 2.6 herein.

3.9 Flow Down Metropolitan Emergency Services Board Contract Provisions

SUBSCRIBER agrees to comply with all applicable flow down provisions contained in the Cooperative Agreement between COUNTY and the Metropolitan Radio Board, incorporated herein and made a part of this Agreement by this reference.

3.10 De-certification and Disposition of Obsolete Radios

The Metropolitan Emergency Services Board, or its successor, and COUNTY may de-certify radios, radio operating software versions, and radio program files and configuration settings (commonly called Code Plugs) which become obsolete or unsuitable for use for reasons including but not limited to: unsafe to use, impairs Subsystem performance, no longer supported by the radio manufacturer, no longer supported by COUNTY, exhibit substantial defects, exhibit performance deficiencies, impair implementation of Subsystem upgrades, become unreliable, and become economically unfeasible to maintain. Except in those cases affecting safety or performance impacts to the Subsystem, other subsystems, or the regional system, COUNTY will make reasonable efforts to avoid decertification of radios owned by SUBSCRIBER which have not been fully depreciated and to provide SUBSCRIBER with at least one (1) year advance notice prior to the effective date of radio or software version decertification. Decertified radios, or radios operating with decertified software versions or decertified Code Plugs will not be allowed to access or use the Subsystem. SUBSCRIBER may not dispose of an obsolete radio until the Code Plug and encryption key information have been deleted from the radio memory as necessary to protect private data and prevent unauthorized access to the Subsystem information. SUBSCRIBER agrees to dispose of obsolete radios, batteries and other equipment in accordance with applicable laws and rules regarding disposal of hazardous materials. SUBSCRIBER understands that it will not receive any payment from COUNTY for a decertified radio.

3.11 Limitation of Radio Code Plug Files and System Key File

All radio Code Plug Files shall be created and modified by COUNTY before the radios will be activated on the Subsystem. All radios on the Subsystem shall be cloned only by COUNTY or by COUNTY-Approved Vendors. All radio Code Plug Files and System Key Files are the sole property of COUNTY, and contain information that is classified as security information and non-public government data. Unless specifically authorized by COUNTY in writing, by law, or court order, SUBSCRIBER may not directly or indirectly permit any third party to: view, read, print, extract, copy, archive, edit, create, clone, transfer, tamper with or otherwise compromise the security of any radio Code Plug File or System Key File for any radio on the Subsystem. In the event SUBSCRIBER learns that any party has improperly or fraudulently obtained radio Code Plug File information or System Key File information, SUBSCRIBER will immediately notify COUNTY of the security breach.

3.12 Risk of Loss and Payment for Lost, Stolen, Unrepairable, or Destroyed Radios

SUBSCRIBER assumes full risk of loss for radios owned by the SUBSCRIBER, which are lost, stolen, physically un-repairable or destroyed for any reason.

3.13 Notification to COUNTY of Missing, Lost, Stolen, Unrepairable, or Destroyed SUBSCRIBER-Owned Radios

SUBSCRIBER agrees to immediately notify COUNTY in writing of any missing, lost, stolen, unrepairable, or destroyed SUBSCRIBER-owned radios, so the radio can be deactivated on the Subsystem. SUBSCRIBER shall be responsible for payment of fees until written notification is received by COUNTY.

3.14 Repair of SUBSCRIBER-Owned Radios

SUBSCRIBER is responsible for maintaining SUBSCRIBER-owned radios in good repair and for replacing any SUBSCRIBER-owned radios that are unrepairable. Repair and maintenance shall be performed only by COUNTY-Approved Vendors. COUNTY will provide this listing to SUBSCRIBER. SUBSCRIBER shall be responsible for payment of fees during the period of repair. A replacement radio may not be used on the Subsystem until COUNTY or a COUNTY-Approved Vendor has cloned the radio pursuant to the provisions of this Agreement. COUNTY will not provide SUBSCRIBER with the temporary use of a COUNTY-owned radio while a SUBSCRIBER-owned radio is being repaired.

3.15 Deactivation of Radios by SUBSCRIBER

SUBSCRIBER may request COUNTY to deactivate a radio for reasons other than those set forth in Subparagraphs 3.12 and 3.13 if the radio is no longer needed by SUBSCRIBER and will be out of use for an extended period of time. During such period of deactivation, SUBSCRIBER'S obligation to pay fees pursuant to Subparagraphs 3.4, 3.5, and 3.8 may be suspended based on MESB and COUNTY policies. COUNTY reserves the right to charge SUBSCRIBER a reactivation fee if the deactivated radio is brought back into service within one year of deactivation.

4. DUTIES AND RESPONSIBILITIES OF COUNTY

4.1 Furnishing of Radios to SUBSCRIBER

SUBSCRIBER is making an initial purchase of radios as described in **Appendix A**, Subscriber Initial Purchase Order, attached hereto and made a part of this Agreement. COUNTY will obtain the radios and will inventory, inspect, test, and program them before they are turned over to SUBSCRIBER.

4.2 Additional SUBSCRIBER Radios

SUBSCRIBER is responsible for the purchase and payment of radios that SUBSCRIBER adds after the initial radio purchase described in **Appendix A**. Any radios subsequently purchased by SUBSCRIBER must be specifically Certified for use on the Subsystem by the Metropolitan Emergency Services Board, or its successor, and COUNTY. Non-Certified radios, or radios operating with non-Certified software versions will not be allowed to access or use the Subsystem. Prior to use on the Subsystem by SUBSCRIBER, such subsequently-purchased radios must be tested and Cloned by COUNTY or a COUNTY-Approved Vendor in accordance with COUNTY'S policies on radio operations and maintenance at SUBSCRIBER'S expense. All subsequently-purchased radios are subject to the terms and conditions of this Agreement. SUBSCRIBER shall notify COUNTY in writing of such additional radio purchases and COUNTY will activate the radios upon receipt of the written notice.

4.3 Financing of SUBSCRIBER Radios and Transfer of Title

Pursuant to COUNTY Board Resolution 2004-433, COUNTY will finance the initial purchase of radios up to \$1,995 per radio based on the average price of the radios purchased. The total amount to be paid by COUNTY for SUBSCRIBER'S initial purchase is set forth in **Appendix A**. SUBSCRIBER will be responsible for any additional cost for the purchase of the number of radios identified in **Appendix A** over the amount set forth in **Appendix A** as payable by COUNTY. COUNTY will invoice SUBSCRIBER for the additional cost not financed by COUNTY upon delivery of the radios to SUBSCRIBER by COUNTY. SUBSCRIBER shall make payment to COUNTY within thirty-five (35) days from receipt of the invoice. Risk of loss shall transfer to SUBSCRIBER upon delivery; and title will transfer upon receipt by the COUNTY of payment in full from SUBSCRIBER. Failure of SUBSCRIBER to make payment within the specified time period will be grounds for COUNTY to disconnect the radio from the Subsystem. SUBSCRIBER may not transfer ownership of radios financed by COUNTY to a third party during the Initial Term without the prior consent of COUNTY.

4.4 Special Event/Emergency Radios

COUNTY will maintain a Fleet of radios which will be made available to SUBSCRIBER, generally on a first come first serve basis, for temporary assignment for special events, response to emergencies, or other similar events. The risk of loss transfers to SUBSCRIBER upon receipt of the COUNTY radios and SUBSCRIBER shall be responsible for the loss of or damage to the COUNTY radios, including the cost of repair, the cost of a replacement radio, and programming and other costs required to put the radio in the same operational condition it was in when assigned to SUBSCRIBER. If there are more requests for these radios than can be accommodated, COUNTY will prioritize allocations. These assigned radios will have a generic Code Plug using common county and regional interoperability talk groups.

4.5 Allocation of Subsystem Resources

COUNTY will allocate to SUBSCRIBER, on a fair and non-discriminatory basis, sufficient Subsystem resources including, but not limited to, Talk Groups, Announcement Groups, Radio Unit IDs, and Alias IDs, in order to provide SUBSCRIBER with an equivalent grade of service afforded to other comparable Subsystem Subscribers.

4.6 Monitoring of SUBSCRIBER Talk Groups

COUNTY may periodically monitor talk groups allocated to SUBSCRIBER for SUBSCRIBER'S internal use for Subsystem management purposes, including, but not limited to, maintenance, troubleshooting, performance assessments, unusual traffic patterns (sudden jump in usage), and policy and procedure compliance checks. COUNTY monitoring of SUBSCRIBER'S talk groups may occur at any time, for any duration, may be without notice, and is subject to recording. Access to recordings of any data from this monitoring is subject to the provisions of the Minnesota Government Data Practices Act.

4.7 Radio Operator Training

COUNTY will provide SUBSCRIBER with access to end user radio training, instructional materials in hard copy or digital media form, and training instructors as made available or provided to COUNTY from the Metropolitan Emergency Services Board, or its successor, or other sources for the deployment of radios included in SUBSCRIBER'S initial purchase, at no cost to SUBSCRIBER. However, COUNTY will not be responsible for reimbursement to SUBSCRIBER of SUBSCRIBER'S internal costs related to attendance of SUBSCRIBER staff at such training. Once the initial training is provided, SUBSCRIBER will be responsible for the cost of training new employees and for providing refresher training. COUNTY and SUBSCRIBER may agree to provide future training cooperatively.

4.8 Subsystem Database Administration

COUNTY will manage and administer the Subsystem database records containing the information related to inventory, configuration, programming history, software version control, radio IDs, service levels, and statistical usage analysis, for SUBSCRIBER-owned radios used on the Subsystem.

4.9 Radio Station Licenses

COUNTY shall hold and administer all FCC licenses on behalf of all Subscribers of the Subsystem. SUBSCRIBER shall operate, as authorized, mobile, portable and control station units under COUNTY'S FCC radio station licenses.

4.10 Nothing herein shall constitute a representation or warranty by COUNTY that the Subsystem shall operate without error.

5. SUBSYSTEM OPERATIONS AND MANAGEMENT

5.1 Department Division

COUNTY shall operate and manage the Subsystem under the direction of a System Manager as a division within the Office of the Ramsey County Manager. This division will include all aspects of Subsystem planning, operations, maintenance, and management. The division will deal with the Subsystem backbone including network connections, base radio stations, antennas, microwave and fiber optic systems, and will address subscriber unit related issues such as maintaining the Subsystem database and managing access to the Subsystem by subscriber unit users.

5.2 Subsystem Operations and Users Group/Subsystem Policy Group

The Subsystem Operations and Users Group shall be made up of representatives of Subsystem users. The composition of the Subsystem Operations and Users Group shall be determined by COUNTY Board resolution. Each represented Subsystem user shall appoint its own representative. The Subsystem Operations and Users Group shall make recommendations to the Radio System Manager and to the Subsystem Policy Group on operational policies, protocols and procedures, and on such other matters as either shall request.

The Subsystem Policy Group shall be made up of persons appointed by the COUNTY Board to advise the COUNTY Board on the Subsystem budget, funding, non-operational policies, and such other matters as the COUNTY Board shall request by COUNTY Board resolution.

6. TERM AND CANCELLATION

6.1 Term of Agreement

This Agreement shall be for an initial term beginning on the date following execution by both parties and continuing through December 31, 2016 (“Initial Term”). After the Initial Term, this Agreement will automatically be extended for additional one (1) year terms, up to a maximum of ten (10) renewals, subject to the rights of the parties to cancel this Agreement under Sections 6.2-6.4.

6.2 Cancellation of Agreement by COUNTY

Except as otherwise provided in Section 6.4, this Agreement may not be canceled by COUNTY during the Initial Term. Thereafter, this Agreement may be canceled by COUNTY for lack of funding to operate the Subsystem, taking the Subsystem out of service, and other material causes not attributable to SUBSCRIBER, upon three hundred and sixty five (365) days’ written notice to SUBSCRIBER, provided that any such cancellation by COUNTY shall require action by the Board of Ramsey County Commissioners.

6.3 Cancellation of Agreement by SUBSCRIBER

This Agreement may be canceled by SUBSCRIBER at any time with or without cause upon thirty (30) days’ written notice to COUNTY, provided that any such cancellation by SUBSCRIBER shall require action by SUBSCRIBER’S governing body.

6.4 Cancellation of Agreement for Default

If either party fails to perform any material term of this Agreement, it shall constitute a default. Unless SUBSCRIBER’S default is excused by COUNTY, COUNTY may, upon written notice, immediately cancel this Agreement in its entirety. Default by SUBSCRIBER shall include, but is not limited to, continued misuse of the Subsystem, breach of Subsystem data security, and failure to pay in accordance with the provisions of this Agreement. Unless COUNTY’S default is excused by SUBSCRIBER, SUBSCRIBER may, upon thirty (30) days’ written notice, cancel this Agreement in its entirety.

Notwithstanding any provision of this Agreement to the contrary, the defaulting party shall not be relieved of liability to the other party for damages sustained by the non-defaulting party by virtue of any breach of this Agreement by the defaulting party.

The above remedies shall be in addition to any other right or remedy available under law, statute, rule, and/or equity.

The failure to insist upon strict performance of any provision or to exercise any right under this Agreement shall not be deemed a relinquishment or waiver of the same, unless consented to in writing. Such consent shall not constitute a general waiver or relinquishment throughout the entire term of the Agreement.

6.5 Actions Upon Termination or Cancellation

Upon expiration or cancellation of this Agreement, SUBSCRIBER shall cease all use of the Subsystem including using the Subsystem with radios owned by SUBSCRIBER and SUBSCRIBER shall delete Code Plugs and encryption key information from the radio memory as necessary to protect private data and prevent unauthorized access to the Subsystem information.

7. MERGER AND MODIFICATION

7.1 Entire Agreement

It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.

7.2 Amendments to Agreement

Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by authorized representatives of both parties.

8. MISCELLANEOUS PROVISIONS

8.1 Liability

Each party agrees that it 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 the other party and the results thereof. COUNTY'S liability is governed by the provisions of Minnesota Statutes Chapter 466. SUBSCRIBER's liability is subject to the provisions of applicable Minnesota statutes.

8.2 Data Privacy

SUBSCRIBER, its officers, agents, owners, partners, employees, volunteers or subcontractors agree to abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, and all other applicable state and federal laws, rules, regulations and orders relating to data privacy or confidentiality, and as any of the same may be amended. The responsible authority for SUBSCRIBER is [REDACTED]. The responsible authority for COUNTY is Mary Mahoney.

8.3 Contract Administration

In order to coordinate the services of SUBSCRIBER with the activities of COUNTY so as to accomplish the purposes of this Agreement, [REDACTED] shall manage this Agreement on behalf of SUBSCRIBER, the Radio System Manger shall manage this Agreement on behalf of COUNTY, and both shall serve as liaisons between the parties.

8.4 Notices

Any notice or demand which must be given or made by a party hereto under the terms of this Agreement or any statute or ordinance shall be in writing, and shall be sent registered or certified mail. Notices to COUNTY and to SUBSCRIBER shall be sent to the addresses stated below:

To COUNTY: County Manager
Suite 250 City Hall/Courthouse
15 West Kellogg Boulevard
St. Paul, Minnesota 55102

To SUBSCRIBER: City Administrator
City of Falcon Heights
2077 W. Larpenteur Avenue
Falcon Heights, MN 55112

8.5 Minnesota Laws Govern

The Laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the parties and performance under this Agreement. The appropriate venue and jurisdiction for any litigation hereunder will be the state or federal courts located within the County of Ramsey, State of Minnesota. If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will not be affected.

8.6 Mediation

COUNTY and SUBSCRIBER agree to submit all claims and disputes between the parties arising out of or relating to this Agreement to the Subscriber Policy Group. If the Subsystem Policy Group cannot reach a resolution, the COUNTY and SUBSCRIBER agree to submit the claim or dispute to mediation. The mediation shall be conducted through a mutually agreed upon mediator. The parties shall decide whether mediation shall be binding or non-binding. If the parties cannot reach agreement on this issue, mediation shall be non-binding. In the event mediation is unsuccessful, either party may exercise its legal or equitable remedies and may commence such action prior to the expiration of the applicable statute of limitations.

8.7 Force Majeure

Neither party shall be liable to the other for any loss, damage, failure, delay or breach in rendering any services or performing any obligations hereunder to the extent such failure, delay or breach results from any cause or event beyond the control of the party being released hereby (“Force Majeure”), including, without limitation, fire or other casualty, acts or threatened acts of terrorism, pestilence or epidemic, strike or labor dispute, war or other violence, acts or inaction of any governmental authority, or any other cause beyond the reasonable control of the party. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or cease.

8.8 **Nothing herein shall preclude the Ramsey County Board of Commissioners from exercising its full authorities in relation to this Agreement.**

WHEREFORE, this Agreement is duly executed on the last date written below.

RAMSEY COUNTY

CITY OF FALCON HEIGHTS

David Twa, County Manager

By: _____

Date: _____

Its: _____

Date: _____

Approved as to form and insurance:

Assistant County Attorney

Purchase Order or
Aspen Vendor Contract Number:

Funds are available
Account Number: _____

Budgeting and Accounting

**Subscriber Initial Purchase Order
City of Falcon Heights**

Appendix A

Qty.	Model	Description	Unit Price	Item Totals
1	H18UCF9PW6_N	XTS 5000 Model II / 350-channel / 800MHz	\$ 1,467.44	\$ 1,467.44
1	Q806	Astro Digital CAI Operation Software	\$ 350.20	\$ 350.20
1	Q361	Astro 25 Software	\$ 204.00	\$ 204.00
1	H38	Smartzone/Singlezone System Software	\$ 1,020.00	\$ 1,020.00
1	Q173	Smartzone Omnilink Software	\$ -	
1	H14	Enhanced ID Display (models II & III only)	\$ 51.00	\$ 51.00
1	Q393	1750mAH NiMH / SMART / FM (NNTN4436)	\$ 31.96	\$ 31.96
			<u>\$ 3,124.60</u>	<u>\$ 3,124.60</u>
11	H46UCF9PW6_N	XTS 2500 Model III / 160-channel / 800MHz	\$1,054.00	\$11,594.00
11	Q574	Software 9600 Baud (MN Metro Pkg.) (includes options; Q806 - CAI operation, Q361 - Astro 25 software, H38 - Smartzone, Q173 - Omnilink & H14 - PTT ID display)	\$1,139.00	\$12,529.00
11	Q393	1750mAH NiMH FM Battery (NTN9857)	\$55.76	\$613.36
11	H885	2-Year E.S.P. (3-year total warranty)	\$65.00	\$715.00
11	NMN	Speaker Microphone	\$57.72	\$634.92
11	NTN 1667A	Charger	<u>\$74.00</u>	<u>\$814.00</u>
			\$2,445.48	\$26,900.28
4	M20URS9PW1AN	XTL 5000 Mobile*	\$ 1,122.75	\$ 4,491.00
4		ADD: XTL 5000 W4 Control Head	\$ 219.00	\$ 876.00
4		(4-line, 16-character alphanumeric display)		
4		ADD: XTL 5000 Control Head Software	\$ -	\$ -
4	G806	Astro Digital CAI Operation Software	\$ 386.25	\$ 1,545.00
4	G51	Smartzone/Singlezone System Software	\$ 731.25	\$ 2,925.00
4	G361	Astro 25 Software	\$ 225.00	\$ 900.00
4	G173	Smartzone Omnilink Software	\$ 150.00	\$ 600.00
4	G66	ADD: DASH MOUNT	\$ 93.75	\$ 375.00
4	W22	Standard Palm Microphone	\$ 54.00	\$ 216.00
4	G114	Enhanced Digital ID Display	\$ 56.25	\$ 225.00
4	B18	Auxiliary 5 watt speaker	\$ 45.00	\$ 180.00
4	W484	Antenna 3DB Gain (764-870MHZ)	<u>\$ 28.50</u>	<u>\$ 114.00</u>
		LINE ITEM TOTAL	\$ 3,111.75	\$ 12,447.00
<u>16</u>		Subtotal		\$ 42,471.88
		Average purchase price	\$2,654.49	
		Subtract County Subsidy (\$1,995 per radio x 16)	(\$1,995.00)	(\$31,920.00)
		Subscriber Obligation to Ramsey County		\$ 10,551.88

*Motorola fulfilled this order shipping XTL 5000/W4 control head units at the lower XTL 2500 price since XTL 2500s were not in production at the time of the order.

**ITEM: Review of Draft of Falcon Heights City Code Recodification
(Part II)**

**SUBMITTED BY: Justin Miller, City Administrator
Deborah Jones, Planning and Zoning Coordinator**

Summary:

Attached to this report are the following chapters of the draft City Code recodification for the City Council's review:

- Chapter 14: Businesses
- Chapter 22: Environment
- Chapter 30: Offenses and Miscellaneous Provisions

As was the case with the last meeting, staff will be prepared to answer any questions that may come up. Below are responses from the City Attorney regarding questions that were unable to be answered at the last city council meeting.

- Q1) Definitions, under "real property", what does "hereditaments" mean?
A1) It means real property or land and includes buildings, fixtures, and easements.
- Q2) Definitions, under "sidewalk" – "If there is no public area between the lateral lines of a roadway and the abutting property line, then the area immediately abutting the street line shall be construed as the sidewalk." Can you explain this?
A2) It means that if there is no green strip or boulevard between the road and sidewalk, the edge of the sidewalk is the street.
- Q3) Sec. 1-5(a) – "Unless specifically provided otherwise, the repeal of an ordinance does not revive any repealed ordinance." Does this mean that if Ordinance A is passed repealing an existing Ordinance B, and then A is repealed later, B is not back in effect?
A3) Yes.
- Q4) Sec. 2-19(a) – Municipal Code states that "staggering" elections is obsolete, but that is clearly the intention of the council. How can we (or should we) articulate this in the code?
A4) The language is obsolete because the staggering is already in effect. Taking out the staggering language changes nothing.
- Q5) Sec. 6-24(e) – "Persons who hold both an on-sale wine license and an on-sale 3.2 percent malt liquor license and whose gross receipts are at least 60 percent attributable to the sale of food, are authorized to sell 3.2 percent malt liquors at on-sale without an additional license." Is the last part of this sentence redundant?

- A5) The sentence is worded incorrectly. What it apparently intended to say is that if you have a 3.2 license and wine license you can also sell intoxicating malt liquor.
- Q6) Sec. 6-24, footnote 9 – “It is assumed that the city believes that it can so restrict issuance and restrict the number of licenses, notwithstanding the fact that Minn. Stats. 340A removes number limitations...” Are we limiting the number of on-sale licenses against state statute?
- A6) No. The city can be more restrictive than state law on this subject.
- Q7) Sec. 6.25(a) and (b) – At one place it says that limit the number of off-sale licenses to one, and in another place it says that the limit is four. Can you explain?
- A7) The “one” restriction is for a full off-sale license, while the “four” restriction is for 3.2 licenses.
- Q8) Sec. 6-28(c) – Investigation fees – can we simply state that the fee charged for liquor license investigations is the amount we spend?
- A8) No. Minnesota Statute 340A 412 subd. 2 provides:
“An investigation fee not to exceed \$500 shall be charged an applicant by the city or county if the investigation is conducted within the state, or the actual cost not to exceed \$10,000 if the investigation is required outside the state.”

ACTION REQUESTED

No action is requested; this is for discussion purposes only.