

**City of Falcon Heights
2077 W Larpenteur Avenue
Falcon Heights MN 55113**

**CITY COUNCIL
WORKSHOP AGENDA**

**April 1, 2009
6:30 p.m.**

- 1. 2010-12 Police Contract Discussion**
- 2. Streetlight Utility Discussion**

TO: Mayor Lindstrom, Council members Harris, Kuettel, Long, and Mercer-Taylor

FROM: Justin Miller, City Administrator

Re: Proposed 2010-12 Police Contract

Explanation:

Our current contract with the St. Anthony police department expires at the end of this year. The contract calls for a renewal to be approved by each city council by May 15th, and staff from all three cities (Falcon Heights, Lauderdale, and St. Anthony) have been working on a new three year contract for 2010-12.

Attached to this report is a copy of the contract proposed by St. Anthony. For the most part, the format and substance of the contract remains unchanged from the current contract. Highlights and/or changes are summarized below:

- 1) Provides for 24-hour coverage for 2010, 2011, and 2012.
- 2) Dispatching costs will now be paid by each city (as opposed to being included in the contract). Our portion of the consolidated dispatching center will change from year to year based on the number of calls attributed to Falcon Heights in a formula agreed to when the center was approved.
- 3) If a city wishes to terminate the agreement, they must notify such intent by March 15th. The contract will then be terminated at the end of that year. The current contract has no termination provision, and this timeline would allow each city time to find alternative law enforcement arrangements.
- 4) The costs for each year of the contract (along with some historical data) is:

	Contract	Dispatching (estimate)	Total	% change in contract	Total Police % Change
2007	\$ 519,500		\$519,500		
2008	\$ 548,100		\$548,100	5.51%	5.51%
2009	\$ 578,250		\$578,250	5.50%	5.50%
2010	\$ 586,100	\$ 14,000	\$600,100	1.36%	3.78%
2011	\$ 606,700	\$ 14,000	\$620,700	3.51%	3.43%
2012	\$ 630,900	\$ 14,000	\$644,900	3.99%	3.90%

Since receiving this initial proposal, staffs from both Lauderdale and Falcon Heights have exchanged emails with the City of St. Anthony in an effort to gather more information. In addition, Falcon Heights Mayor Lindstrom and Lauderdale Mayor Jeff Dains met with city administrators from both cities and reviewed the contract and proposed several ideas. Below is a synopsis of these questions and answers:

- Q1) What is the driver in the increase in salaries over the three year period?
- A1) The current union contract with St. Anthony police officers ends in 2009. The new contract will likely be negotiated this year for 2010-11. Included in these contracts are step increases and cost of living adjustments.
- Q2) The contingency line item has increased greatly over the current contract. What is the reason for this?
- A2) This is simply an accounting change. If you look at the number for insurance, moving forward we reduced this line item and added the reduction to the Contingency Line Item which was needed to balance the volatility of fuel.
- Q3) Our contracts call for \$26,000 in 2010 for squad car/capital replacement. Assuming that we are each 20% of this budget, this would mean that the total police squad car/capital replacement budget is \$130,000. Can you elaborate on the department's squad car replacement schedule? Have there been any thoughts to pushing back squad car replacements a year or two in light of current economic circumstances? I know that our cities are not alone in postponing capital purchases to address revenue shortfalls.
- A4) The total Capital Equipment for 2010 totals \$147,500.00. This includes the replacement of three squad cars, radio's, tasers, firearms and defibrillators. We will be cutting back on Capital Equipment by \$135,000; however, the reduction will be in Public Works Equipment. We feel squad car replacement is one of the areas we shouldn't cut back on because of heavy usage by the three Cities.
- Q4) Both of our cities rarely use animal control services through SAPD. This might be a place for us to contract with a company on our own who we can pay on a case-by-case basis. While a small amount of the entire budget, eliminating this line item would help reduce the proposed increase somewhat. Does SAPD have a contract with the current animal control agency, or is it billed on a per-call basis?
- A4) St. Anthony would be okay with pulling Animal Control out of the contract. If it were removed, it would be understood that each City would be responsible for Contracting and paying for their services.

Staff continues to be in discussions with the City of St. Anthony staff, but we are looking for comments and guidance from the city council before presenting it for final approval.

CONTRACT AGREEMENT
FOR POLICE SERVICES

This Agreement is made and entered into as of _____, 2009 between the CITY OF ST. ANTHONY, a municipal corporation under the laws of the State of Minnesota ("St. Anthony") and the CITY OF FALCON HEIGHTS, a municipal corporation under the laws of the State of Minnesota ("Falcon Heights"). The services to be performed under this Agreement will commence January 1, 2010.

I. PURPOSE

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

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

II. INTERPRETATION

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

III. SERVICES

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

IV. LEVEL OF SERVICES

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

- A. Patrol services, with random patrolling of all residential, business and public property areas during all shifts;
- B. Police presence within the boundaries of Falcon Heights 24 hours each day, subject only to the exceptions noted above;

- C. Animal control services as provided within the City of St. Anthony by the animal control service employed by St. Anthony;
 - D. Dispatching Costs
Dispatching services are to be paid directly by the municipality served by Ramsey County Dispatch.
 - E. Enforcement of all ordinances of Falcon Heights which are intended to be enforced by police officers, with special attention being given to parking, winter and nuisance ordinances;
 - F. Ticketing for traffic violations will be done routinely during normal shifts;
 - G. Crime prevention programs that encourage community involvement and investment in the City of Falcon Heights, including participation in the Mayor's Commission, Family Violence Network, Neighborhood Watch Programs, "McGruff Houses," and "Combat Auto Theft" programs; in appropriate cases, referrals will be made to the Northwest Youth and Family Services Youth Diversion Program;
 - H. Criminal investigations.
 - I. Reports on police services and activities, including weekly, monthly and annual police reports;
 - J. Responses to medical emergencies, fires and other emergencies; responses shall include, where appropriate, securing the scene for fire/rescue personnel, accompanying fire/rescue personnel to the hospital upon request of such personnel, and providing follow-up information to fire/rescue personnel upon request of such personnel;
 - K. Officers will be available at Falcon Heights City Hall to answer questions from, and provide information regarding police activities to, Falcon Heights residents, business owners and staff on an as-needed basis;
 - L. License inspections, background investigations and license enforcement services as called for under applicable state law or city ordinances;
 - M. Review and comment, upon request, of proposed Falcon Heights ordinances affecting police services or enforcement;
 - N. Follow-up on reported crimes with the person(s) who reported the crime, including routine notification by telephone or mail as to the status of the investigation; and
 - O. Special event traffic patrol services.
- V. PAYMENT FOR SERVICES

This Agreement will be effective January 1, 2010 and will continue until December 31, 2012. In consideration of the services to be provided under this Agreement, Falcon Heights will pay St. Anthony an annual fee of \$586,100 for the year 2010, \$606,700 for the 2011, and an annual fee of \$630,900 for 2012 for the police service under this Agreement. This Agreement will be effective January 1, 2010 and will continue indefinitely unless canceled in accordance with the procedure outlined in Section XX of this Agreement. In consideration of services provided for under this Agreement, St. Anthony and Falcon Heights shall establish the fee for these services by May 15, 2012.

VI. METHOD OF PAYMENT

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

VII. LIABILITY

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

VIII. ADMINISTRATIVE RESPONSIBILITY

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

IX. JOINT ADVISORY COMMITTEE

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

X. COMMUNICATIONS, EQUIPMENT AND SUPPLIES

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

XI. COOPERATION AND ASSISTANCE AGREEMENTS

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

XII. HEADQUARTERS

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

XIII. EMPLOYEES OF ST. ANTHONY

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

XIV. ENFORCEMENT POLICIES

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

XV. ENFORCEMENT OF ORDINANCES OF THE CITY OF FALCON HEIGHTS

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

XVI. OFFICERS OF FALCON HEIGHTS

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

XVII. OFFENSES

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

XVIII. COMMUNICATIONS

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

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

XIX. PROSECUTION AND REVENUES

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

XX. CONTINUATION OF AGREEMENT

This Agreement will be effective January 1, 2010 and will continue until terminated as described in Paragraph XXI below. In consideration for services provided under this Agreement, St. Anthony and Falcon Heights shall establish the fee for police services by May 15, 2012.

XXI. TERMINATION OF AGREEMENT

Either St. Anthony or Falcon Heights may terminate the Agreement by submitting a written notification to terminate to the City Administrator of Falcon Heights and the City Manager of St. Anthony by March 15, of each year. Termination of this Agreement shall be effective on December 31st at 11:59 p.m.

XXII. REVIEW OF AGREEMENT

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

XXIII. ASSIGNMENT

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

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

CITY OF FALCON HEIGHTS

CITY OF ST. ANTHONY

By: _____
Mayor

By: _____
Mayor

By: _____
City Administrator

By: _____
City Manager

Date: _____

Date: _____

3-Year Contract

Summary of Falcon Heights Budget For Fiscal Year 2010, 2011 & 2012

2009 Contract = \$578,250

		1.36%	3.5%	4.0%
Total Revenues from Contracts		\$586,100.00	\$606,700.00	\$630,900.00
<u>Revenues: - Falcon Heights</u>				
General Fund		<u>Falcon Heights</u>	<u>Falcon Heights</u>	<u>Falcon Heights</u>
		\$586,100.00	\$606,700.00	\$630,900.00
	TOTAL	\$586,100.00	\$606,700.00	\$630,900.00
<u>Personal Services</u>		2010	2011	2012
		<u>Falcon Heights</u>	<u>Falcon Heights</u>	<u>Falcon Heights</u>
101-41100-110	Salaries	\$368,100.00	\$380,720.00	\$395,580.00
101-41100-111	Overtime Salaries	\$5,980.00	\$6,200.00	\$6,500.00
101-41100-114	Employers Contribution/Pension	\$41,800.00	\$43,200.00	\$44,900.00
101-41100-115	Employers Contribution/Insurance	\$48,800.00	\$50,500.00	\$52,500.00
101-41100-117	Overtime Court	<u>\$2,400.00</u>	<u>\$2,500.00</u>	<u>\$2,600.00</u>
	Total Personal Services	\$467,080.00	\$483,120.00	\$502,080.00
<u>Supplies</u>				
101-41100-226	General Supplies	<u>\$10,200.00</u>	<u>\$10,600.00</u>	<u>\$11,000.00</u>
	Total Supplies	\$10,200.00	\$10,600.00	\$11,000.00
<u>Other Services & Charges</u>				
101-41100-321	Other Services	\$5,300.00	\$5,500.00	\$5,700.00
101-41100-331	Communications	\$7,400.00	\$7,800.00	\$8,200.00
101-41100-333	Care & Support/Booking Fees	\$5,600.00	\$5,800.00	\$6,200.00
101-41100-334	Printing & Publishing	\$2,800.00	\$2,900.00	\$3,100.00
101-41100-339	Maintenance & Repair	\$1,600.00	\$1,700.00	\$1,800.00
101-41100-341	Travel/School/Conference	\$2,800.00	\$2,900.00	\$3,100.00
101-41100-342	Subscriptions/Membership	<u>\$1,040.00</u>	<u>\$1,080.00</u>	<u>\$1,120.00</u>
	Total Other Services & Charges	\$26,540.00	\$27,680.00	\$29,220.00
TOTAL POLICE BUDGET		\$503,820.00	\$521,400.00	\$542,300.00
<u>Other Budget Line Items</u>				
101-40510-335	Workers Compensation	\$11,200.00	\$11,600.00	\$12,100.00
101-41900-320	Animal Control	\$1,700.00	\$1,800.00	\$1,900.00
101-42200-222	Public Works/Fuels & Lubricants	\$10,300.00	\$10,700.00	\$11,100.00
101-42200-339	Public Works/Maintenance & Repair	\$12,980.00	\$13,400.00	\$14,000.00
401-47200-453	Squad Car/Capital Equipment	\$26,000.00	\$27,000.00	\$28,000.00
101-50000-349	Contingency For Unanticipated/Emergency Expenditures	<u>\$20,100.00</u>	<u>\$20,800.00</u>	<u>\$21,500.00</u>
	TOTAL	\$586,100.00	\$606,700.00	\$630,900.00

Ramsey County Dispatch Services
Paid Directly by Falcon Heights

	1.36%	3.50%	4.00%
Dollar Increase	\$7,850.00	\$20,600.00	\$24,200.00

2009 Budget	\$578,250.00	
3.25% Increase	<u>\$18,850.00</u>	
	\$597,100.00	3.25%
Less:		
Ramsey Dispatch	<u>(\$11,000.00)</u>	
2010 Budget	<u>\$586,100.00</u>	1.36%

TO: Mayor Lindstrom, Council members Harris, Kuettel, Long, and Mercer-Taylor

FROM: Justin Miller, City Administrator

Re: Streetlight Utility Introduction

Explanation:

As with most cities, one of our larger annual expenditures is paying for electricity associated with our streetlight system. There are two main types of streetlights in the City of Falcon Heights – the green decorative lights along Larpenteur Avenue (which we own and maintain), and the gray cobra-head style lights present in most of our neighborhoods (which Xcel Energy owns and maintains). For 2009, our streetlight electricity budget is \$32,000, and the annual maintenance budget is \$1,500.

Minnesota statutes allow for cities to create a streetlight utility to help pay for the installation, operation and upkeep of streetlights. Many cities have already instituted this utility, and many others are considering it in light of upcoming budget constraints.

Examples of area cities who have instituted this fee include:

South St. Paul	\$5.50/month
Oakdale	\$10/quarter
Savage	\$2.99/month
Waconia	\$2.65/month
Forest Lake	\$1.50/month
Shoreview	\$6.67/quarter
New Hope	\$1.05/month

The fee could be set up in a variety of ways, including charging different fees for residential and commercial property. The fee would be included in quarterly water bills and would appear similar to stormwater and sanitary sewer fees. Enactment of the fee would require an ordinance being adopted by the city council, and the fee would be established as part of the annual fee schedule discussions.

Benefits of the fee include having a dedicated funding source for these amenities and freeing up property tax levy capacity in what will surely be a difficult budgeting environment in the coming years. As the decorative streetlights continue to age, ongoing maintenance will be required. Money in this account could be used for these

repairs so that the general fund is not impacted. It also allows the city to capture revenue from entities that otherwise do not pay taxes due to their tax-exempt status (similar to stormwater and sanitary sewer utilities).

In order to collect enough to pay for 2009 expenditures, and to allow a gradual buildup of reserves for ongoing maintenance, a rate structure could be established in the following manner:

	# of accounts	Monthly Rate	Annual Collection
Residential Accounts	1180	\$2.50	\$35,400
Commercial Accounts	55	\$8.00	\$5,280
		Total	\$40,680

With state mandated levy limits, the expected loss of \$71,000 in LGA for 2009, and an even greater loss anticipated in 2010, difficult decisions will need to be made in our future budgeting cycles. Under current proposals from the state capitol, our 2010 LGA distribution will be \$148,951 less that what we budgeted in 2009 (\$438,064 - budget 2009 vs. \$289,113 - governor's 2010 proposal). Somehow the 2010 budget will need to reflect this severe reduction in funding from the state. Implementing this new utility fee would be one way in which we can continue to provide a similar level of service without having to sacrifice other budget items.

If the council wishes to further investigate this possibility, staff would recommend bringing back to the council a draft ordinance change and fee structure for further discussion. Staff would also recommend that a significant public input campaign be implemented so that our residents, businesses, and institutional neighbors are aware of the possible impacts in 2010 and beyond.

TwinCities.com

South St. Paul's new \$5.50 streetlight utility fee will save city \$200K, official says

\$5.50 utility charge will save city \$200,000, official says

By Nick Ferraro
nferraro@pioneerpress.com

Updated: 03/07/2009 10:37:07 PM CST

It costs roughly \$185,000 each year to keep South St. Paul's streetlights glowing.

And facing an anticipated \$500,000 budget shortfall, the city is asking residents to help foot the bill through a new streetlight utility fee.

"We had to find other solutions to find more revenue," Mayor Beth Baumann said. The city is in a hole because of state aid cuts, lower-than-expected property tax revenue and a cap on tax increases.

At least 10 Minnesota cities are considering the service charge, according to St. Cloud officials, who also are looking into enacting one. Farmington, Columbia Heights, Fridley, Edina and Robbinsdale are among the cities considering the fee.

Minneapolis Mayor R.T. Rybak also has proposed a new streetlight fee in his revised 2009 budget.

At least six cities in the past six months have asked the League of Minnesota Cities for information on how to set up the service.

The fee is attractive to cities in the throes of current budget problems, said the League's Jeannette Bach, because it frees up money from their general operating funds "for something else that might otherwise have been cut."

In South St. Paul, the fee will save three or four city jobs this year, Baumann said. It also allows the city to bring in revenue from tax-exempt properties, she said.

Residents will see an extra \$5.50 charge on their sewer and water bills, according to rates set last month.

A streetlight fee, which is authorized by state statute, is already in place in at least 20 cities across the state, according to St. Cloud officials. Forest Lake set one last year. Oakdale, Shoreview, Stillwater and Woodbury also have one.

And it's not just a local idea. The Bemidji City Council last month gave preliminary approval for the fee that city officials say will bring in \$160,000 to \$200,000 a year.

St. Paul does not have an official streetlight utility fee. Instead, the city has a right-of-way maintenance assessment that includes maintenance of roadways, boulevard trees, sidewalks and street lighting.

But despite the assessment, Mayor Chris Coleman's staff last month proposed turning off half of St. Paul's streetlights as a way to fill a hole in the city's \$44 million budget over the next two years.

City staff in Farmington raised the idea as a way to make up an estimated \$350,000 shortfall in its general fund balance, City Administrator Peter Herlofsky said.

But council members have been lukewarm to the

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idea, he said.

"They recognized it as an additional burden on the citizens of the community and wanted us to look at other options first," he said.

The council on Monday did approve 36-hour work weeks from Memorial Day to Labor Day for the city's approximately 50 employees as part of a \$210,000 cut in 2009 expenditures. The move, which exempts municipal liquor store workers and police officers, will save the city about \$100,000, Herlofsky said.


The streetlight fee will bring South St. Paul budget crunchers an additional \$200,000 each year that will be directed into a separate fund, City Engineer John Sachi said.

Baumann said the opposition city officials have received from residents was expected.

"It's new, and it's not a tax," she said. "People would prefer if it were a tax, so they could claim it on their tax returns. But it's a fee, and we had no choice because of the levy limits."

Nick Ferraro can be reached at 651-228-2173.


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