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**The City That Soars!**

## REQUEST FOR COUNCIL ACTION

<b>Meeting Date</b>	September 16, 2020
<b>Agenda Item</b>	Policy D1
<b>Attachment</b>	See Below
<b>Submitted By</b>	Sack Thongvanh, City Administrator

<b>Item</b>	CARES Act Funds
<b>Description</b>	<p>The City Council has requested that Staff look into possible ways to spend our allotment of CARES Act funds as distributed by the State, including possible business and/or residential relief programs. Some nearby cities have begun distributing funds for these types of programs, as has Ramsey County. Many of the provisions in grant programs are similar across different cities, so basic information may not be included for all programs listed below.</p> <p><b><u>Roseville</u></b></p> <ul style="list-style-type: none"> <li>• Both residential and business relief (combined 55% of allocated funds). Eligible residents and businesses may receive relief up to \$10,000.</li> <li>• Residential relief aimed to prevent evictions and foreclosures of residents who experienced loss of income due to COVID-19. Residential program is administered by Community Action Partnership of Ramsey and Washington Counties.</li> <li>• Residential eligibility: Last 30 days of gross household income at or below 400% of federal poverty line, income level prior to loss of income at or below 400% of federal poverty line, and evidence of past-due mortgage or rent (must have been current as of April 1, 2020).</li> <li>• Business relief includes businesses ordered to close by Governor’s executive orders, businesses that do not have a physical location but owner resides in the City, home-based businesses, self-employed, and individual contractors (previously left out of state and federal programs). Funds may be used for operating expenses, including rent or mortgage, utilities, payments to suppliers, technical assistance/reopening services, technology capital or marketing assistance/tools. Businesses must have annual gross revenues less than \$1 million.</li> </ul> <p><b><u>Shoreview</u></b></p> <ul style="list-style-type: none"> <li>• Business relief program, up to \$5,000 in funding provided.</li> <li>• Eligible businesses must be locally owned and operated with 40 employees or less.</li> <li>• All grant funds must be used within two months of grant contract being fully executed</li> </ul>

### **Arden Hills**

- Business relief program, total of \$150,000 provided (20% of allocated funds). Eligible businesses may receive relief up to \$5,000.
- Must have a physical establishment in the City of Arden Hills. If there is a parent company or a second location outside of the City of Arden Hills, only the entity located in Arden Hills will be eligible.
- Must employ between 3 and 45 employees as of March 2020
- Eligible expenses include: commercial lease or mortgage, COVID-19 payables incurred since March 1, payroll (unless received PPP or unemployment insurance), reopening costs or safety improvement costs, and costs associated with screen employees for COVID-19.

### **White Bear Lake**

- Programs are still in development, but there will be grants available for residents and businesses.
- Program for mental health assistance would provide residents up to three paid visits with a mental health counselor through partnership with Northeast Youth and Family Services (NYFS).
- Non-profit grant program will provide assistance to organizations with 20% loss of revenue
- Place of worship PPE grant provides up to \$1,000 for reimbursement of personal protective equipment expenses not already budgeted.

### **Ramsey County**

- So far, two rounds of small business relief.
- In first round, three Falcon Heights businesses funded with grants of \$10,000.
- Second round included eligibility for self-employed and creative businesses.
- Cannot have received other city or state relief funds.
- Also coordinating emergency assistance for rent, mortgage, utilities, or car repairs.
- Up to \$5,500 in housing assistance per family, plus up to \$3,000 in utility assistance and/or repairs. Threshold of 300% of federal poverty guideline.

### **State of Minnesota**

- Business assistance program is no longer accepting applications. Funded 5,780 applications at \$10,000 each.
- Minnesota Housing also offering housing assistance.
- No minimum or maximum of grant. Eligible families up to 300% of federal poverty guidelines.
- Program being administered by United Way.

<b>Budget Impact</b>	The City received a total of \$412,789 in CARES Act funds.
<b>Attachment(s)</b>	N/A
<b>Action(s) Requested</b>	Staff request discussion on possible uses for CARES Act funds.

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## REQUEST FOR COUNCIL ACTION

<b>Meeting Date</b>	September 16, 2020
<b>Agenda Item</b>	Policy D2
<b>Attachment</b>	See Below
<b>Submitted By</b>	Sack Thongvanh, City Administrator

<b>Item</b>	Proposed 2021 Levy Updates
<b>Description</b>	The City Council has held two budget workshop to discuss various funds: <ol style="list-style-type: none"> <li>1. General Fund</li> <li>2. Debt Services</li> <li>3. Special Revenues</li> <li>4. Enterprise Funds</li> </ol>
<b>Budget Impact</b>	The proposed tax levy increase for 2021 is 8.9% an increase of \$190,769.
<b>Attachment(s)</b>	<ul style="list-style-type: none"> <li>• Total Budget Sheet</li> </ul>
<b>Action(s) Requested</b>	Staff will request formal approval of the preliminary tax levy at the September 23 <sup>rd</sup> Regular City Council Meeting.

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## REQUEST FOR COUNCIL ACTION

<b>Meeting Date</b>	September 16, 2020
<b>Agenda Item</b>	Policy D3
<b>Attachment</b>	See Below
<b>Submitted By</b>	Sack Thongvanh, City Administrator

<b>Item</b>	Public Safety Updates
<b>Description</b>	<p>The City Administrator will provide an update on the service agreement for law enforcement services with the Ramsey County Sheriff’s Office that could potential expire at the end of 2022.</p> <p>The City Administrator will also provide an update for fire services since the City of Lauderdale decided to not renew their decade’s long service agreement for fire services with the City of Falcon Heights.</p>
<b>Budget Impact</b>	There are significant impacts to the City budget based on the 2020 audit of the department that was conducted as part of the contract with the City of Roseville for administrative services.
<b>Attachment(s)</b>	<ul style="list-style-type: none"> <li>• Ramsey County Law Enforcement Service Agreement</li> </ul>
<b>Action(s) Requested</b>	

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BOARD OF COMMISSIONERS

RESOLUTION

Presented By: Commissioner McDonough Date: November 21, 2017 No. B2017-303
Attention: Sheriff's Office

WHEREAS, As a leader in public safety through professionalism and partnerships, the Ramsey County Sheriff's Office has historically entered into agreements with municipalities within Ramsey County for the provision of patrol and police protection services; and

WHEREAS, The Sheriff's Office has previously contracted with the Cities of Arden Hills, Gem Lake, Little Canada, North Oaks, Shoreview, Vadnais Heights, and White Bear Township (Contract Communities); and

WHEREAS, The City of Falcon Heights has agreed to the terms and conditions of the Agreement for the purchase of patrol and police protection services in its respective jurisdiction by the Sheriff's Office for a four-year period beginning January 1, 2018 through December 31, 2021; and

WHEREAS, The addition of Falcon Heights into the Contract Communities will require an increase in the personnel complement for Public Safety Services of 6.0 full-time equivalent Sheriff Deputies; and

WHEREAS, The Agreement for patrol and police protection services between the Sheriff's Office and the City of Falcon Heights is a cooperative model that demonstrates how sharing services among municipalities can control overall costs; and

WHEREAS, The Contract Communities thrive on the ability to work closely together to achieve the shared goal of community safety in Ramsey County; Now, Therefore Be It

RESOLVED, The Ramsey County Board of Commissioners approves the Law Enforcement Service Agreement with the City of Falcon Heights, 2077 West Larpentour Avenue, Falcon Heights, Minnesota 55113, for patrol and police protection services within the political limits of the municipality, to the extent and in the manner set forth in the Agreement, for the period beginning January 1, 2018 through December 31, 2021; and Be It Further

RESOLVED, The Ramsey County Board of Commissioners approves an increase in the personnel complement of the Sheriff's Office Public Safety Services Division by 6.0 full-time equivalent Sheriff Deputies; and Be It Further

RESOLVED, The Ramsey County Board of Commissioners authorizes the Chair and Chief Clerk to execute the Agreement; and Be It Further

RESOLVED, The Ramsey County Board of Commissioners authorizes the County Manager to make all necessary budget adjustments including increasing estimated revenues and appropriations.

Ramsey County Board of Commissioners

Table with 4 columns: Name, YEA, NAY, OTHER. Rows include Toni Carter, Blake Huffman, Jim McDonough, Mary Jo McGuire, Rafael Ortega, Janice Rettman, and Victoria Reinhardt.

Victoria Reinhardt, Chair

Signature of Janet M. Guthrie, Chief Clerk - County Board

**AGREEMENT FOR  
LAW ENFORCEMENT SERVICES**

FINANCE DEPT  
17 NOV 22 AM 8:29

This is an Agreement between the County of Ramsey (hereinafter referred to as the "COUNTY"), and the City of Falcon Heights (hereinafter referred to as the "MUNICIPALITY"), to provide law enforcement services to the MUNICIPALITY for the period commencing January 1, 2018.

WHEREAS, the COUNTY has a statutory obligation to provide police protection within Ramsey County; and

WHEREAS, the COUNTY has previously contracted to provide law enforcement services to the cities of Arden Hills, Gem Lake, Little Canada, North Oaks, Shoreview, Vadnais Heights, and to White Bear Township (hereinafter collectively referred to as the "MUNICIPALITIES"), and

WHEREAS, the MUNICIPALITY has determined that it is in the best interests of the MUNICIPALITY to contract with the COUNTY for law enforcement services, thereby allowing for the allocation of overhead and other administrative costs over a larger population; and

WHEREAS, the parties to this Agreement intend to contract for law enforcement functions within the political boundaries of the MUNICIPALITY through the Ramsey County Sheriff; and

WHEREAS, the COUNTY is agreeable to rendering such services on the terms and conditions hereinafter set forth; and

WHEREAS, such contracts are authorized and provided for by the provisions of Minnesota Statutes Sections 471.59 and 436.05, and Laws 1959, Chapter 372.

NOW, THEREFORE, IN CONSIDERATION OF the mutual undertakings set forth herein, the COUNTY and the MUNICIPALITY agree as follows:

**A. SCOPE OF SERVICES**

1. The COUNTY agrees, through the Ramsey County Sheriff's Office, to provide law enforcement services to the MUNICIPALITY which will include, but not be limited to, the following:
  - a. Patrol services with random patrolling of residential areas, businesses, parks, and other public property areas;
  - b. Enforcement of Minnesota State Statutes and the ordinances of the MUNICIPALITY;
  - c. Traffic enforcement including the regular use of radar or laser as a speed deterrent;
  - d. Crime prevention programs such as Neighborhood Watch, as well as other business and residential crime prevention programs;
  - e. Criminal investigative and crime scene processing services;
  - f. Follow up on reported crimes with persons who reported the crime including notification by telephone or mail as to the status of the investigation;
  - g. Responses to medical, fire, and other emergencies;
  - h. Coordination of volunteer programs such as the Community Affairs Officer and Reserve Programs;

- i. Driver's license inspections, background checks and license enforcement services as called for under applicable state law and ordinances of the MUNICIPALITY;
  - j. Special event traffic patrol and patrol services for community festivals or other special events; and
  - k. Attendance at Public Safety or City Council meetings as requested by the MUNICIPALITY; and
  - l. Animal control services.
2. The manner and standards of performance, the discipline of officers, and other matters incident to the provision of services under this Agreement, and the control of personnel so employed, shall be subject solely to the control of the COUNTY. In the event of a dispute between the parties as to the extent of the duties and functions to be rendered hereunder, or the level or manner of performance of such service, the determination thereof made by the Sheriff of the COUNTY shall be final and conclusive as between the parties hereto, subject however, to the provisions of Section A.3. herein.
3. In the event the MUNICIPALITY, through its elected body or authorized agent, notifies the COUNTY that the MUNICIPALITY is dissatisfied with the assignment of personnel for the performance of services under this Agreement and requests a change in personnel, the COUNTY shall make every effort to effect a change in the assignment of personnel, provided that such a change does not jeopardize the ability of the COUNTY to provide services to other areas of Ramsey County in a timely and efficient manner.
4. Services shall be provided 24 hours per day and shall be performed by the number of deputies and other personnel budgeted for in the COUNTY'S Approved Budget for these services to the MUNICIPALITIES.
5. To facilitate the COUNTY'S performance pursuant to this Agreement, the MUNICIPALITY agrees that the COUNTY shall have full cooperation and assistance from the MUNICIPALITY, its officers, agents and employees. The MUNICIPALITY shall designate a liaison to the Ramsey County Sheriff's Office. The liaison shall attend meetings of the Sheriff's Contract Communities Committee and shall represent its respective MUNICIPALITY at the meetings. The purpose of these meetings is to develop short-term and long range plans and to coordinate and analyze police service, to develop budget parameters for distributing costs among the MUNICIPALITIES, and other related public service issues. The Sheriff's Contract Communities Committee shall also review any disputes which arise between the MUNICIPALITIES and/or Sheriff's Office and recommend a resolution.
6. The COUNTY shall furnish and supply all necessary labor, supervision, equipment, communication facilities and dispatching, and supplies necessary to provide services pursuant to this Agreement.
7. All deputy sheriffs, clerks, and all other COUNTY personnel performing duties pursuant to this Agreement shall at all times be considered employees of the COUNTY for all purposes.
8. The name of each of the MUNICIPALITIES that contract with the Sheriff's Office for law enforcement services shall be affixed to all squad cars and other major pieces of equipment used primarily within these MUNICIPALITIES.

**B. ASSUMPTION OF LIABILITIES/INSURANCE**

1. Except as otherwise provided, the MUNICIPALITY shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any COUNTY personnel performing services pursuant to this Agreement for said MUNICIPALITY, and the COUNTY hereby assumes said liabilities.
2. Except as herein otherwise specified, the MUNICIPALITY shall not be liable for compensation or indemnity to any COUNTY employee for injury or sickness arising out of the performance of services pursuant to this Agreement, and the COUNTY hereby agrees to hold harmless the MUNICIPALITY against any such claim.
3. The MUNICIPALITY, its officers, and employees, shall not be deemed to assume any liability for the intentional or negligent acts of the COUNTY or the COUNTY'S employees performing services pursuant to this Agreement, and the COUNTY shall hold the MUNICIPALITY, its officers, and employees harmless from and shall defend and indemnify the MUNICIPALITY, its officers, and employees against any claim for damages arising out of the COUNTY'S performance of services pursuant to this Agreement.
4. The COUNTY, its officers, and employees shall not be deemed to assume any liability for intentional or negligent acts of the MUNICIPALITY or of any other officers, agent or employee thereof, and the MUNICIPALITY shall hold the COUNTY and its officers and employees harmless from, and shall defend and indemnify the COUNTY and its officers and employees against any claim for damages arising out of the MUNICIPALITY'S performance of its obligations pursuant to this Agreement.
5. The COUNTY agrees to maintain, during the term of this Agreement, automobile, general liability, workers' compensation, and professional liability insurance in amounts deemed appropriate by the COUNTY. The COUNTY shall name the MUNICIPALITY as an additional insured on these policies except for the workers' compensation policy. The MUNICIPALITY agrees to pay, as a part of the actual cost as provided in Section 6 below, a pro rata share of the COUNTY'S insurance costs. These costs shall include the costs for any assessments and credits for any dividends by participating in any insurance pools or trusts. The COUNTY may elect to self-insure all or any portion of these risks. If the COUNTY cannot obtain insurance and/or elects to self-insure, the MUNICIPALITY shall pay a pro rata share of the costs of self-insurance, based on each MUNICIPALITY'S share of the approved annual budget. Insurance costs as they relate to insurance coverage shall include premiums and deductibles. Costs of self-insurance shall include reserves, claims and damage payments, and administration costs required to maintain self-insurance.
6. The MUNICIPALITY acknowledges that the COUNTY may, in an effort to provide the best insurance coverage at the most economical cost, become a member of the Minnesota Counties Insurance Trust or some similar organization; and the MUNICIPALITY further acknowledges that membership in such an organization may be for a fixed minimum term and may expose the COUNTY to some type of contingent cost liability, such as debts, obligations and liabilities, in the event that the COUNTY withdraws its membership. The MUNICIPALITY agrees to reimburse the COUNTY for the MUNICIPALITY'S pro rata share of any such contingent cost liability arising during



the term of this Agreement for Law Enforcement Services and assessed against the COUNTY. Upon notification to the COUNTY of any such contingent cost liability, the COUNTY will notify the MUNICIPALITY in a timely manner.

**C. TERM OF AGREEMENT/TERMINATION**

1. The term of this Agreement shall commence on January 1, 2018, and shall continue through December 31, 2021 ("Term").
2. If either party intends not to renew this Agreement at the end of its Term, the party must notify the other party and other MUNICIPALITIES in writing at least nine (9) calendar months prior to the end of the contract Term. If either party has not approved a successor agreement at the end of the Term, the COUNTY will continue to provide law enforcement services in accordance with this Agreement.
3. Either party may terminate this Agreement at the end of a calendar year and prior to the end of the Term of the Agreement by notifying the other party to this Agreement and the other MUNICIPALITIES in writing of their intent to terminate the Agreement at least nine (9) calendar months prior to the end of the calendar year.
4. Notice to the COUNTY shall be given to the County Manager and Ramsey County Sheriff, and Notice to the MUNICIPALITY shall be given to the MUNICIPALITY'S City Manager. Notice to the other MUNICIPALITIES will be given in accordance with the notice provisions of the contracts between the COUNTY and the other MUNICIPALITIES.

**D. COST AND PAYMENT**

1. The MUNICIPALITY agrees to pay the COUNTY the actual cost of providing all services covered by this Agreement. Actual cost shall mean the MUNICIPALITY'S pro rata share of the COUNTY'S total cost of providing patrol and police protection services as described in this Agreement to the MUNICIPALITIES with which the COUNTY has agreements for the current contract year, including, but not limited to the following: salaries of employees engaged in performing said services, including vacation and sick leave; mileage; uniforms; public employees retirement contributions; workers' compensation, automobile, general liability and police professional liability insurance costs or the cost of self-insurance; general overhead, including indirect expenses and supplies, radio unit expense, and health and welfare expense. The term "costs" as used herein shall not include items of expense attributable to services or facilities normally provided or available to all cities within the COUNTY as part of the COUNTY'S obligation to enforce state law. Computation of actual costs hereunder shall be made by the Ramsey County Finance Department based on information provided by the Sheriff.
2. During the term of this Agreement, the COUNTY shall annually submit a Budget Estimate for the following year of services to the MUNICIPALITY no later than August 1 of the current year. Said Budget Estimate will be for the limited purpose of better enabling the MUNICIPALITY to estimate its annual budget and tax levy. It is understood by the parties to this Agreement that said Budget Estimate shall in no way prevent the COUNTY from charging its actual costs.
3. If the MUNICIPALITY does not allocate the necessary funding for its proportionate share of the COUNTY'S Approved Budget to the MUNICIPALITIES for a given year, the MUNICIPALITY and the COUNTY must meet by January 31 of the

budget year in question to review and reach agreement on modifications to service levels provided by the COUNTY that are consistent with the MUNICIPALITY'S budget and that recognize the impact of these service level changes to other MUNICIPALITIES that contract with the COUNTY for these services.

4. Unless the COUNTY and MUNICIPALITY have reached agreement pursuant to the prior paragraph for a change in the MUNICIPALITY'S contribution, the COUNTY shall bill the MUNICIPALITY on a monthly basis in advance in an amount equal to one-twelfth (1/12) of the Budget Estimate for services to the MUNICIPALITY. The MUNICIPALITY shall pay the COUNTY within 45 days of receipt of the monthly statement. At the close of the contract year, the COUNTY will reconcile the current year Budget Estimate and current year actual costs, shall provide a copy of the current year actual cost to the MUNICIPALITY, and shall either give a credit to the MUNICIPALITY or bill the MUNICIPALITY for additional costs in excess of the Budget Estimate.

**E. GENERAL PROVISIONS**

1. Notice to the COUNTY shall be given to the County Manager and Ramsey County Sheriff, and Notice to the MUNICIPALITY shall be given to the MUNICIPALITY'S City Administrator. Notice to the other MUNICIPALITIES will be given in accordance with the notice provisions of the contracts between the COUNTY and the other MUNICIPALITIES.
2. It is understood that prosecutions for violations of ordinances or state statutes, together with disposition of all fines collected pursuant thereto, shall be in accordance with state statutes, state rules, and judicial orders.
3. The Ramsey County Sheriff's Office shall submit to the MUNICIPALITY quarterly activity reports detailing the activities of the Sheriff's Office under this agreement within the MUNICIPALITY. Said reports shall contain, at a minimum, the number of calls answered and the number of citations issued. However, no information will be provided which would violate the State Data Practices Act.
4. The MUNICIPALITY may contract with the COUNTY for additional law enforcement services above and beyond those provided in this Agreement.
5. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, signed by authorized representatives of the COUNTY and the MUNICIPALITY and attached to the original of this Agreement.

IN WITNESS WHEREOF, the MUNICIPALITY, by resolution duly adopted by its Council has caused this Agreement to be signed by Mayor Peter Lindstrom and City Administrator Sack Thongsvanh, and the seal of the MUNICIPALITY to be affixed hereto on the 1<sup>st</sup> of November, 2017 and the COUNTY, by resolution of its Board of County Commissioners, has caused this Agreement to be signed by the Chair and Chief Clerk of said Board on the 21<sup>st</sup> day of November.

COUNTY OF RAMSEY

By: Victoria A. Rasmussen  
Chair  
Board of Ramsey County Commissioners

By: Janet Guthrie  
Janet Guthrie, Chief Clerk  
Board of Ramsey County Commissioners

CITY OF FALCON HEIGHTS

By: Peter Lindstrom  
Peter Lindstrom  
Mayor

By: Sack Thongsvanh  
Sack Thongsvanh  
City Administrator

APPROVAL RECOMMENDED:

By: Jack Srier  
Jack Srier  
Sheriff of Ramsey County

APPROVED AS TO FORM:

By: Jeff Stephenson  
Jeffrey Stephenson  
Assistant Ramsey County Attorney