

CITY OF FALCON HEIGHTS
Regular Meeting of the City Council
City Hall
2077 West Larpenteur Avenue
AGENDA - AMENDED
March 22, 2023 at 7:00 P.M.

- A. CALL TO ORDER:
- B. ROLL CALL: GUSTAFSON___ LEEHY___ MEYER___
WASSENBERG___ WEHYEE___
- STAFF PRESENT: LINEHAN___
- C. APPROVAL OF AGENDA
- D. PRESENTATION
1. Proclamation Recognizing Public Works Director Tim Pittman’s Contribution to the City of Falcon Heights
 2. Center for Values-Based Initiatives – Police Contract Consultant Study
- E. APPROVAL OF MINUTES:
1. February 22, 2023 Regular Meeting Agenda
 2. March 8, 2023 Regular Meeting Agenda
- F. PUBLIC HEARINGS:
1. Ruggles Pathway Easement Vacation
- G. CONSENT AGENDA:
1. General Disbursements through 3/3/23: \$75,645.95 and through 3/16/23: \$1,348,755.95
Payroll through 2/28/23: \$24,319.54 and through 3/15/23: \$18,773.71
Wire Payments through 2/28/23: \$16,148.38 and through 3/15/23: \$13,710.83
 2. City License(s)
 3. Amendments to the Mounds Park Academy Revenue Refunding Note Series 2014
 4. Commission Assignment Adjustment
 5. Joint Powers Agreement & Court Subscriber Amendment with the Bureau of Criminal Apprehension
 6. Met Council TBRA Grant Funds Release
 7. Commonwealth Terrace Cooperative Indemnification Agreement
 8. Minnesota Department of Recreation Outdoor Recreation Grant Application
 9. Updated Ramsey County Polling Place Agreement
 10. Surplus Property: Air Compressor for SCBA Units (Fire Equipment)
 11. Appointment of Stephanie Skarolid to the Environment Commission
 - ~~12. Authorization of Funds for Retirement Celebration~~
 13. Pay Request 3-5 for Center for Values-Based Initiatives
 14. Appointment of Elke van der Werff as Administrative & Communications Coordinator
 15. 2022 Sanitary Sewer Lining Payment
 16. Ramsey County Critical Corridors Pre-Development Planning Grant Application
- H. POLICY ITEMS:
1. Approval of Center for Values-Based Initiatives’ Study

2. Law Enforcement Contract Discussion
3. Accepting Plans Specifications and Ordering Advertisement for Bids for the 2023 Pavement Management Project
4. Recommendation to Approve Final Survey for Division of an Existing Lot - Community Park (2050 Roselawn Avenue)

I. INFORMATION/ANNOUNCEMENTS:

J. COMMUNITY FORUM:

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

K. ADJOURNMENT:

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Meeting Date	March 22, 2023
Agenda Item	Presentation D1
Attachment	Proclamation
Submitted By	Jack Linehan, City Administrator

Item	Proclamation Honoring Tim Pittman’s Service to the City of Falcon Heights
Description	<p>The City Council appointed Tim Pittman as Public Works Director in December 2006. In the 16 years since, he has served the City honorably. In addition to his contributions as Public Works Director, Tim has also served as Interim City Administrator during periods of vacancy of the position.</p> <p>Tim’s ingenuity has saved the city thousands if not hundreds of thousands of dollars over the years. Many of the services the City outsourced to private contractors before Tim arrived were brought in-house, including concrete work, mechanical repair and construction/carpentry.</p> <p>Tim has gone above and beyond as a public servant to the City of Falcon Heights. Honoring his service with a proclamation is appropriate.</p>
Budget Impact	N/A
Attachment(s)	<ul style="list-style-type: none"> Resolution 23-19 Proclamation Honoring Tim Pittman’s Service to Falcon Heights
Action(s) Requested	Staff recommends the City Council approve the attached proclamation.

**CITY OF FALCON HEIGHTS
COUNCIL RESOLUTION**

March 22, 2023

No. 23-19

Proclamation

RESOLUTION HONORING TIM PITTMAN'S SERVICE TO FALCON HEIGHTS

WHEREAS Tim Pittman previously worked for the City of Mounds View Public Works Department for over 20 years; and

WHEREAS, Public Works Director Tim Pittman was hired by the City of Falcon Heights in December of 2006; and

WHEREAS, Public Works Director Tim Pittman has been employed by the City of Falcon Heights for 16 years; and

WHEREAS, Public Works Director Tim Pittman has previously served as a Staff Liaison on the Parks and Recreation Commission and as Interim City Administrator; and

WHEREAS, Public Works Director Tim Pittman's can-do attitude and his ability to be a jack-of-all-trades, completing a variety of tasks in-house, has saved the taxpayers of Falcon Heights significant tax dollars through his innovation.

WHEREAS, Public Works Director Tim Pittman tendered his retirement from the City of Falcon Heights effective April 7, 2023; and

NOW THEREFORE BE IT RESOLVED that I, Mayor, Randall C. Gustafson, on behalf of the City Council of the City of Falcon Heights, Minnesota, do hereby honor and recognize Tim Pittman for his many years of contributions and service to the City of Falcon Heights in its Public Works Department. May this proclamation be provided to Tim Pittman in recognition for his years of service to the community.

Moved by:

Approved by: _____
Randall C. Gustafson
Mayor

GUSTAFSON _____ In Favor
MEYER _____
WASSENBERG _____ Against
LEEY _____
WEHYEE _____

Attested by: _____
Jack Linehan
City Administrator

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Meeting Date	March 22, 2023
Agenda Item	Presentation D2
Attachment	CVBI Study
Submitted By	Jack Linehan, City Administrator

Item	Center for Values-Based Initiatives – Law Enforcement Contract Consultant Study
Description	<p>On September 28th, the City Council approved a contract with The Center for Values-Based Initiatives (CVBI) to conduct a three-part analysis of the services and satisfaction with the law enforcement services provided by the Ramsey County Sheriff’s Office (RCSO).</p> <p>To start this process, CVBI President Matt Bostrom conducted three focus groups from November 28th – December 1st at City Hall. The focus groups were open to any interested Falcon Heights resident and were widely publicized. In total, 16 participants provided feedback on the services provided by the RCSO and shared what they believe the characteristics of the officers patrolling Falcon Heights should be. Following this, a random survey was sent to 100 residents, with nearly 30 providing responses to the City.</p> <p>A data request was conducted for all call data from the Ramsey County 911 Center from a period of January 1, 2018 – December 31, 2022. CVBI analyzed this data as part of the report. Additionally, our calls were compared to other agencies such as North Oaks and Lauderdale.</p> <p>CVBI also analyzed our contract for law enforcement services and compared to comparable communities.</p> <p>The 2017 Task Force on Police and Community Inclusion recommendations were analyzed and compared to the current services received by our police provider.</p> <p>Matt Bostrom will present the results of the study and answer any questions on the recommendations found within the study.</p>
Budget Impact	N/A
Attachment(s)	<ul style="list-style-type: none"> Center for Values-Based Initiatives Study on Falcon Heights’ Contracted Law Enforcement Services
Action(s) Requested	Staff recommends the City Council listen and review the findings of the presentation.



**City of Falcon Heights
Professional Services Agreement
Center for Values-Based Initiatives, LLC**

**Police Contract Analysis and Consulting Services
Report
March 16, 2023**

Executive Summary

In 2017, the City of Falcon Heights Inclusion and Policing Task Force adopted *Policing Recommendations*. Since then, the City has encountered unforeseen challenges in implementation. Important lessons have been learned along the way, and these lessons can be used to revitalize the *Policing Recommendations* and develop specific, measurable, and achievable policing service goals. This is one of the reasons why it is a best practice for cities to regularly assess its implementation goals and achievements (International Organization for Standardization, 2019).

The focus of this report is on the City's policing services. The scope of services consists of three primary areas: *Current Service Analysis*, *Future Service Recommendations*, and *Task Force Recommendations Implementation*.

- *Current Service Analysis* including *Community value and satisfaction*, *Workload*, and *policing service Contract*.
- *Future Service Recommendations* relating to *police services provided by nearby communities*, *options for the City to either provide or contract for police service*, and *how to structure future contracts for police services*.
- *Task Force Recommendations Implementation* comprising *Analyzing the current recommendations that were adopted by the City Council on May 24, 2017*, *Determining which of the recommendations have been completed*, and *Developing a report of actionable steps to address the Task Force recommendations*.

The Center for Values-Based Initiatives (CVBI) analyzed the City's policing services with the objective of providing policy makers and community members information that can be used to positively inform future policing services agreements. Specifically, the CVBI analyzed the City's policing services agreement with the RCSO, the levels of community satisfaction with policing services, the Ramsey County Emergency Communication Center (RCECC) summary of the City's policing services from 2018 through 2022, the RCSO 2023 budget estimate, the current policing services provided in nearby communities, and the options for the City to either provide its own, or contract for, policing services.

The CVBI found that the intent and content of the City's 2017 *Statement of Community Values* corresponds with the *Core Values* identified by the community in December 2022. For example, if the City recognized and implemented the values of *Honesty*, *Leadership*, *Respect*, and *Service* as defined by the community, the City's 2017 *Policing Services Recommendations* could be achieved. The primary difference between the 2017 and 2022 recommendations is the 2022 recommendations are specific enough for implementation and measurement in a policing services contract.

In terms of the City's *Statement of Community Values*, if police officers serving in Falcon Heights are characterized by *Honesty*, *Leadership*, *Respect*, and *Service*, as defined by the community, they will be perceived as *Leaders* who are *Trustworthy*, *Transparent*, *Accountable*, *Equitable*, *Just*, *Non-Discriminatory*, *Inclusive*, *Aware*, *Courageous*, and *Safety Conscious*. Similarly, the community's 2022 recommendations for increasing community/police trust also align with the City's statement on *Guiding Principles for Implementing Policing Recommendations – Culture and Values*. This final observation may be summarized in this way, if police officers are characterized by *Honesty*, *Leadership*, *Respect*, and *Service*, as defined by the community, the product of their actions will contribute to the City's culture of *Anti-discrimination*, *Respect for Life*, *Community values*, and *Anti-profiling*.

Please note: To improve readability, the CVBI has selectively duplicated some figures and tables in more than one primary area. The purpose for the duplication is to allow the reader to see the data connections described in the narrative without having to search for the first reference to a figure or table in the report.

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Section 1

Current Policing Services Analysis: Community Value and Satisfaction Measurement

The first primary area that the CVBI examined was the City's *Current Policing Services Analysis*. To establish the foundation necessary to complete the scope of services, the CVBI followed the steps as directed by the City. Step 1 was to:

Perform an analysis on the City's contracted services for law enforcement and determine if the current structure is the best fit for the city by:

Community value and satisfaction measurement

- *Determine the community's value of current and historical police services, including the types and levels of service the community desires and expects.*
- *Determine the community's level of satisfaction with the police services overall, and with the services provided.*

The CVBI analyzed the City's contracted services for law enforcement and determined whether the current structure is the best fit for the City by measuring the community's value and satisfaction for these services. The CVBI's initial actions included the assessment of the community's value of current and historical police services and including the types and levels of service the community desires and expects. Then the CVBI assessed the community's overall level of satisfaction with police services.

Values-Based Data Gathering and Analysis. The CVBI assessment measures are founded on participatory action research methods, community and staff engagement processes, and the *Guidelines for the application of ISO 9001 in local government*. Specifically, to establish the foundation for best practices, CVBI followed the purpose, objectives, and requirements set forth by the International Organization For Standardization (ISO) in their ISO 18091:2019 *Quality management systems— Guidelines for the application of ISO 9001 in local government*. The City of Falcon Heights is not interested in a superficial assessment of services. Instead, the City wants to make sure it aligns with the foundational approach to global best practices found in ISO 18091 0.1. General (International Organization for Standardization, 2019) which reads:

One of the great challenges that societies face today is the need to develop and maintain citizens' confidence in their governments and their institutions. In meeting this challenge, local governments have a mission to enable the development of a socially responsible and sustainable local community.

Achieving and maintaining a high-level of quality in how local governments operate can result in sustainable economic prosperity and social development at local levels. This includes interacting with national and regional policies in coherent, consistent, and compatible ways.

Citizens expect local government to provide high-quality public products and services such as safety and security, well-maintained roads, public transportation, efficient processing of documents, transparency and accessibility of public information, health, education, and infrastructure, among others. Citizens want local government to represent them and to protect or enhance their way of life (p.8).

The CVBI is further founded on *ISO 9001 0.2 – Quality management principles*. These principles in customer focus, leadership, engagement of people, process approach, improvement, evidence-based decision making, and relationship management (International Organization for Standardization, 2019). Consistent with these principles, the CBVI utilized participatory action research (PAR) methods for data collection. Action research is preferred because it includes the participation of the researcher and the people who will be affected by the process or program being tested (Creswell and Creswell 2017) and uses evidence and logic to increase knowledge, and is done with people, as opposed to doing something to or for them (Lawson et al. 2015). One of the reasons that PAR has become a preferred research design to study interventions, innovation, and change within communities and organizations (Argyris and Schon 1989) is because it focuses on understanding the current circumstances that are affecting people and attempts to change and improve the circumstances through collaboration and reflection (Chevalier and Buckles 2019).

The CBVI will continue to integrate the five features of PAR throughout this project. These features include: 1) individuals who are stakeholders in the research process; 2) a cyclical research method that includes planning, action, evaluating, and implementation; 3) as new insights are learned they should be integrated into the problem-solving initiative; 4) during the process, new policies and practice methods may emerge that are useful to policymakers and practitioners; and 5) PAR should be locally grounded (Lawson et al. 2015). In brief, the CVBI research methods include participatory inquiry, interactions grounded in human experience, emphasis on community participation and action, and the five features of PAR.

Community Engagement to Determine Values. To develop a values-based lens through which to evaluate the policing priorities and levels of satisfaction in Falcon Heights, the CVBI utilized the principles of focus group research. Therefore, the CVBI facilitated three community engagement meetings to identify the community values that generate police trust. These 90-minute meetings were held at the Falcon Heights City Hall from November 29 through December 1, 2022. The participants were volunteers who responded to a city-wide invitation and demographically included adult residents from neighborhoods across the city whose residency ranged between 2-3 years to more than 40 years. The participants were also equal in representation of females and males with life experience ranging from young families to retirees.

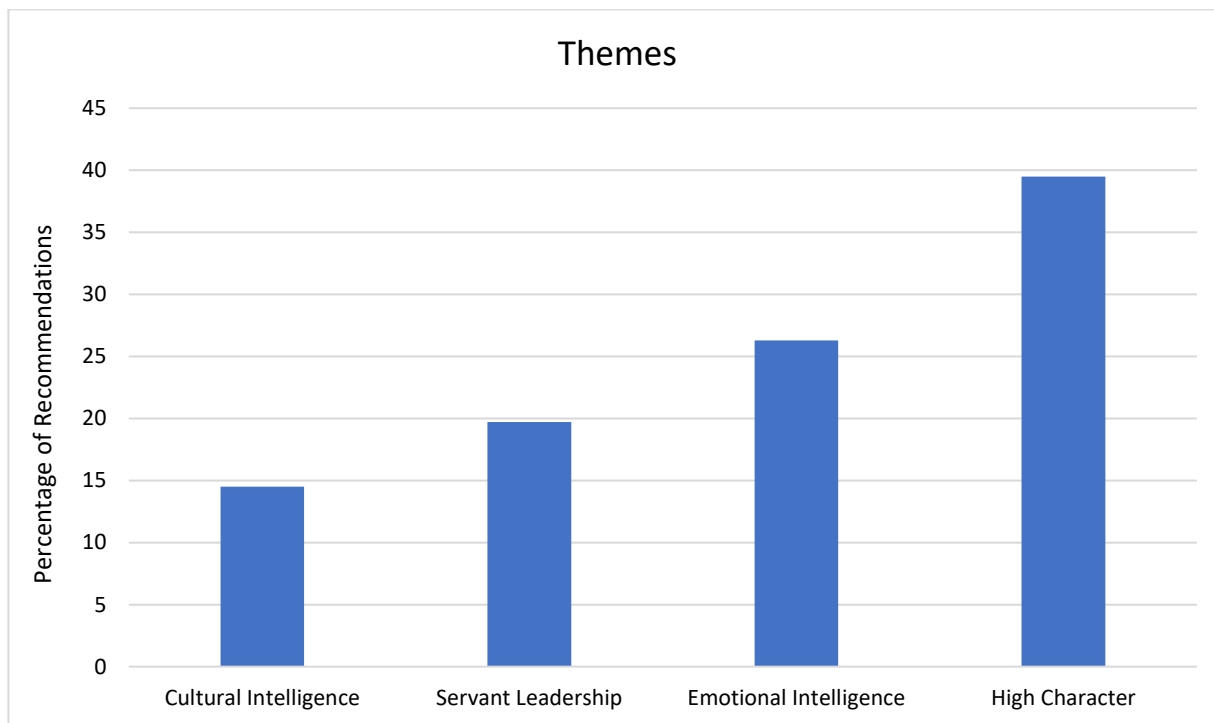
Each meeting opened with a briefing on the purpose and objectives of the overall project and the community engagement process. The first portion of the project was to identify shared community values that lead to community/police trust and measure the level of satisfaction with the current policing services. To establish a foundation for shared values, the participants were asked one question: *To increase trust in Falcon Heights policing service, what type of people should be hired?* They were informed that their answers would provide insight into what residents believe to be fundamental to community/police trust and these insights will become the lens through which current and future policing services would be evaluated.

During each meeting there was 100 percent participation and dozens of thoughtful recommendations. (See Appendix A for a listing of the recommendations from each meeting.) The community's responses resulted in an aggregate list of traits, behaviors, and values that increase community/police trust (see Appendix B). The first step of analysis was to examine the recommendations for significant themes. The thematic content is helpful in understanding, from a city-wide perspective, the type of people Falcon Heights should seek to serve as their police officers.

The CVBI found that the major themes that generate trust in Falcon Heights were in the areas of *High Character*, *Emotional Intelligence*, *Servant Leadership*, and *Cultural Competence*. Figure 1.1 shows the level of emphasis on each theme.

Figure 1.1

City of Falcon Heights Characteristics of Police Trust



A misinterpretation of the data would be to view the thematic content as a precise formula for hiring trustworthy police officers. Instead, the themes provide insight into the interrelated elements (i.e., values and behaviors) the community believes will generate trust in individual officers and in the organization they represent. In short, the focus group participants did not recommend that the Falcon Heights base their hiring on one theme in greater proportion than another. To illustrate this point, if Falcon Heights hired an officer who was emotionally intelligent and a servant leader with high character, but lacked cultural competence, trust in policing services would not increase. Similarly, if Falcon Heights hired an officer who was emotionally intelligent, culturally competent, and a servant leader, but did not have high character, the City would have hired a person with sociopathic tendencies.

As an analogy, the themes observed in Falcon Heights could represent the DNA of a police officer who generates trust. However, if the themes are separated from each other, it would be like tampering with the genetic structure in a DNA molecule. If the DNA structure is altered, the entire molecule is distorted. Likewise, over-emphasizing or eliminating one theme in favor of another will break down or distort the community's recommendations associated with the values and behaviors that increase trust. Therefore, the importance of the themes may be summarized in the following way: *In Falcon Heights, a trustworthy police officer is one who exhibits high character and is an emotionally and culturally intelligent servant-leader.*

Further, CBVI was able to identify the primary terms (i.e., values) that most influence community/police trust. These shared values include *Honesty, Leadership, Respect, and Service* (see Appendix C). When utilized as the core values, these shared values become a useful guide to the selection of policing services. This particularly true in Falcon Heights where the community has provided clearly articulable descriptors of each shared value. In fact, the

community provided enough detail in their recommendations to develop a comprehensive *Values-Based Glossary of Terms* (see Appendix D). The values-based results of the focus group recommendations may be synthesized into the statement: *Based on community input, the City of Falcon Heights would increase community/police trust by selecting and promoting police officers who consistently exhibit the values and characteristics associated with honesty, leadership, respect, and service.*

Lastly, during the community engagement meetings the participants also noted areas where they desire to see improvement. These recommendations include:

- Would like to receive more frequent updates on policing services.
- Having a contract structured so that is better accountability for the provision of services.
- The sheriff's leadership and actions were called into question. The participants stated that this negatively affected their perceptions of the deputies working in Falcon Heights.
- The community wants to find ways to let the officers know that they support them.
- Recommended that officers be residents of Falcon Heights and the city consider providing incentives for officers to reside in Falcon Heights.
- Visibility of patrol officers in the neighborhoods was low
- Advocated that during traffic stops that officers would first educate and then enforce laws.
- Expressed a desire to be able to do "Lexis search" on public safety calls for service. The current technology does not filter for the City of Falcon Heights
- Confirm that Falcon Height has the "right-size" for policing services

Community Value and Satisfaction Measurement. To further *Determine the community's value of current and historical police services, including the types and levels of service the community desires and expects*, the CVBI examined the *Falcon Heights Task Force on Policing & Inclusion* adopted by the City Council on June 14, 2017. As noted in the *Background*:

This Task Force was charged by the City Council to articulate community values, identify community needs, and recommend programming and policies to be an inclusive and welcoming place for residents and guests of Falcon Heights. These recommendations are a set of principles and concrete ideas for transforming our community to continually combat stereotyping and prejudice and to advance mutually respectful relationships and the inclusion of all (p.1).

A significant section of this report was the *Policing Recommendations Adopted by the City Council on May 24, 2017*. These recommendations reflected the community's and policy makers' aspirations and objectives at that time. It is also a best practice for local governments to regularly review its current objectives and service provision toward the achievement their stated goals (International Organization for Standardization, 2019). It is with these elements in mind that the city seeks to measure the value of current and historical police services, as well as the types and levels of service the community desires and expects today.

Therefore, based on the *Summary of Policing Recommendations* found on page 11 of the *Falcon Heights Task Force on Policing & Inclusion* (see Figure 1.2), the CVBI collaborated with the City to develop two surveys. The purpose of the first survey was to prioritize the importance of various policing services (see Appendix E). The purpose of the second survey was to *Determine the community's level of satisfaction with the police services overall, and with the services provided* (see Appendix F). Note: Each focus group participant completed both surveys. In other words, there was 100% survey return rate.

Figure 1.2

City of Falcon Heights – Task Force on Policing & Inclusion

Summary of Policing Recommendations

Below is the high level summary of the recommendations. Full details are provided in the following pages.

Recommendation: Police-Community Relationships

- Mutual Safety is built through Mutual Trust.
- Ownership. Falcon Heights needs to have appropriate authority with the police department serving our community, beyond annual reporting.
- Community engagement.
- Creation of a Community-Police Work Group for trend monitoring, relationship building, and problem solving.

Recommendation: Training and Capacity

- Mental health care for people in crisis and officers, for mutual safety and well-being.
- Training, with a focus on de-escalation, cultural competency, and explicit and implicit bias.
- Hiring and workforce development to emphasize community relationship-building.

Recommendation: Data and Transparency

- Data collection, sharing, and monitoring to detect and respond to trends.
- Public Feedback: surveys, multiple feedback channels, and information/feedback cards.
- Prompt, thorough, and open communication in case of serious incidents.

Recommendation: Priorities for Policing Activity

Respect for all is the foundation for policing in our community. The highest priorities for policing activity are:

- Emergency response.
- Cultural competence and community engagement.
- Informative policing.
- In traffic policing, prioritization of serious moving violations.

Table 1.1*Survey Results of Prioritization of Policing Services Recommendations*

Recommendation	Totals
Police-Community Relationship	
Mutual Safety is built through Mutual Trust	2.67
Ownership. Falcon Heights needs to have appropriate authority with the police department serving our community, beyond annual reporting	2.65
Community engagement	2.11
Creation of a community-Police Work Group for trend monitoring, relationship building, and problem solving	1.92
Training and Capacity	
Mental health care for people in crisis and officers, for mutual safety and well-being	2.52
Training, with a focus on de-escalation, cultural competency, and explicit and implicit bias	2.74
Hiring and workforce development to emphasize community relationship-building	2.47
Data and Transparency	
Data collection, sharing, and monitoring to detect and respond to trends	2.62
Public feedback: surveys, multiple feedback channels, and information/feedback cards	2.15
Prompt, thorough, and open communication in case of serious incidents	2.73
Priorities for Policing Activity	
Emergency Response	3.00
Cultural competence and community engagement	2.42
Informative policing	1.97
In traffic policing, prioritization of serious moving violations	2.20

Summary of Prioritization of Policing Services Recommendations. Table 1.1 shows the community rated all the *Policing Services Recommendations* as **important** to **most important**. An average rating above **2.65** indicates that residents view the policing services associated with this recommendation as **most important**. The recommendations are listed in order of importance:

- 3.00** Emergency response
- 2.74** Training, with a focus on de-escalation, cultural competency, and explicit and implicit bias
- 2.73** Prompt, thorough, and open communication in case of serious incidents
- 2.67** Mutual Safety is built through Mutual Trust
- 2.67** Data collection, sharing, and monitoring to detect and respond to trends
- 2.65** Ownership. Falcon Heights needs to have appropriate authority with the police department serving our community, beyond annual reporting

The recommendations with the lowest ratings were **1.92** for *Creation of a Community-Police Work Group for trend monitoring, relationship building* and **1.97** for *Informative policing*. However, they still meet the threshold for **important**. In short, the *Policing Services Recommendations* made in 2017 are still important to the residents of Falcon Heights.

In reference to the *Summary of Policing Recommendations*, the participants were asked to complete a second survey. This survey was designed to *Determine the community’s level of satisfaction with the police services overall, and with the services provided* (see Appendix F).

Table 1.2

Survey Results of Satisfaction with Policing Services Recommendations

Recommendation	Totals
Police-Community Relationship	
Mutual Safety is built through Mutual Trust	2.78
Ownership. Falcon Heights needs to have appropriate authority with the police department serving our community, beyond annual reporting	1.58
Community engagement	2.03
Creation of a community-Police Work Group for trend monitoring, relationship building, and problem solving	1.33
Training and Capacity	
Mental health care for people in crisis and officers, for mutual safety and well-being	2.00
Training, with a focus on de-escalation, cultural competency, and explicit and implicit bias	2.00
Hiring and workforce development to emphasize community relationship-building	1.33
Data and Transparency	
Data collection, sharing, and monitoring to detect and respond to trends	1.72
Public feedback: surveys, multiple feedback channels, and information/feedback cards	1.45
Prompt, thorough, and open communication in case of serious incidents	1.83
Priorities for Policing Activity	
Emergency Response	3.83
Cultural competence and community engagement	2.78
Informative policing	2.11
In traffic policing, prioritization of serious moving violations	2.28

Summary of Satisfaction with Policing Services Recommendations. Table 1.2 shows that an average rating above **3.00** indicates that residents are **somewhat satisfied** with the level of policing services associated with this recommendation. The only recommendation that exceeded **3.00** was the *Recommendation: Priorities for Policing Activity – Emergency response* which the community rated **3.83**. The community rated their satisfaction with the level of service associated with all the other *Policing Services Recommendations* between **1.33** to **2.78**. This indicates that residents are **dissatisfied** to **somewhat dissatisfied** with the 13 of the 14 service recommendations identified in the City’s *Policing Services Recommendations* (see Appendix F).

Limitations. The most frequent response in the survey of satisfaction was “U,” which accounted for 39% of the total responses. This means that the residents were unsure or unable to rate more than one-third of the recommendations.

Three dimensions exist for the development of future policing service agreements.

Clarity regarding the values and characteristics that generate community/police trust. The first portion of the scope of services was to identify shared community values that lead to community/police trust and measure the level of satisfaction with the current policing services. To establish a foundation for shared values, the participants were asked one question: *To increase trust in Falcon Heights policing service, what type of people should be hired?* They were informed that their answers would provide insight into what residents believe to be fundamental to community/police trust and these insights will become the lens through which current and future policing services would be evaluated.

During each meeting there was 100 percent participation and dozens of thoughtful recommendations. (See Appendix A for a listing of the recommendations from each meeting.) The community’s responses resulted in an aggregate list of traits, behaviors, and values that increase community/police trust. The thematic content was helpful in understanding the type of people Falcon Heights should seek to serve as their police officers. The CVBI found that the major themes that generate trust in Falcon Heights were in the areas of *High Character, Emotional Intelligence, Servant Leadership, and Cultural Competence*.

CVBI identified the primary values that most influence community/police trust. These shared values include *Honesty, Leadership, Respect, and Service*. If utilized as the core values, these shared values become a useful guide to the selection of policing services. In fact, the community provided enough detail in their recommendations to develop a comprehensive *Core Values Glossary of Terms*. The values-based results of the focus group recommendations may be summarized as: *Based on community input, the City of Falcon Heights would increase community/police trust by selecting and promoting police officers who consistently exhibit the values and characteristics associated with honesty, leadership, respect, and service.*

Additionally, participants contributed ideas for other improvements to the City’s policing services. These recommendations include the following:

- Would like to receive more frequent updates on policing services.
- Having a contract structured so that is better accountability for the provision of services.
- The sheriff’s leadership and actions were called into question. The participants stated that this negatively affected their perceptions of the deputies working in Falcon Heights.
- The community wants to find ways to let the officers know that they support them.
- Recommended that officers be residents of Falcon Heights and the city consider providing incentives for officers to reside in Falcon Heights.
- Visibility of patrol officers in the neighborhoods was low.

- Advocated that during traffic stops that officers would first educate and then enforce laws.
- Expressed a desire to be able to do “Lexis search” on public safety calls for service. The current technology does not filter for the City of Falcon Heights.
- Confirm that Falcon Height has the “right-size” for policing services.

Clarity regarding which policing services are most important. The community rated all the *Policing Services Recommendations* **important to most important**. In other words, the *Policing Services Recommendations* made in 2017 are still important today to the residents of Falcon Heights.

The most important of these recommendations include the following:

- *Emergency response*
- *Training, with a focus on de-escalation, cultural competency, and explicit and implicit bias*
- *Prompt, thorough, and open communication in case of serious incidents*
- *Mutual Safety is built through Mutual Trust*
- *Data collection, sharing, and monitoring to detect and respond to trends*
- *Ownership. Falcon Heights needs to have appropriate authority with the police department serving our community, beyond annual reporting*

Clarity regarding the level of satisfaction with current policing services. Unfortunately, city residents did not report that they were **satisfied** with the level of service associated with any of the *Policing Services Recommendations*. The highest level of satisfaction was **somewhat satisfied** which was associated with *Recommendation: Priorities for Policing Activity – Emergency response*. The level of satisfaction associated with all of the other *Policing Services Recommendations* were rated either **dissatisfied** or **somewhat dissatisfied**.

Summary. The community has provided the City with three dimensions for the development of future policing service agreements. First, they provided clarity regarding the values and police officer behaviors that lead to increased community/police trust. Second, they clarified which policing services are most important to them. Third, they indicated they are not satisfied with the current level of policing services. If the City chooses to do so, these three dimensions may be utilized to develop policing service agreements that reflect the community’s recommendations associated with increasing trust, selecting public safety services, and measuring performance.

Section 2

Current Policing Services Analysis: Workload Analysis

This section continues the analysis process of the primary area *City's Current Policing Services* by examining the workload process. The objectives of this second step were delineated in the scope of services as:

Workload analysis:

Determine the City's current police services utilization using data from the Ramsey County Sheriff's Office, including considerations of number of responding units needed by call type, the number and frequency of outside agency assistance required, caller initiated versus officer-initiated activities, effect of community policing on discretionary patrol time and the time necessary to conduct proactive police activities, and the amount of time necessary to handle police calls and activities from inception to completion.

To accomplish these objectives, the CVBI collaborated with City staff as they gathered primary policing service data from the Ramsey County Emergency Communication Center (ECC). See the City's letter to the ECC requesting relevant policing services data in the *Appendix G*. Table 2.1 below is intended to provide a summary of the Falcon Heights policing services from 2018 through 2022 and includes the origination of the requests for policing services, number of incidents, and time associated with closing incidents. Subsequent tables and narratives will explore aspects of the data that are not easily displayed in this summary.

Table 2.1

*Summary of Falcon Heights Policing Services 2018 through 2022
(All Data Courtesy of the Ramsey County Emergency Communication Center)*

		Ramsey County Emergency Comm Ctr Data	2018	2019	2020	2021	2022	
Incidents		Number of Incidents in Falcon Heights	2,781	2,291	1,579	1,703	2,163	
		Number of Incidents for RCSO	2,644	2,250	1,556	1,671	2,126	
		Number of Incidents for SPPD	132	39	19	29	33	
		Number of Incidents for RVPD	3	1	0	2	0	
		Number of Incidents for SAPD	2	1	2	0	0	
	Origin		Officer-Initiated (Mobile Data Computer-MDC)	812	650	291	516	740
			Dispatcher (Radio)	1,112	758	512	451	581
			Phone Call (911 and non-emergency)	825	831	757	701	814
			Data	10	10	11	3	5
			ECC Supervisor	3	42	0	7	4
		External ECC	19	0	0	0	0	
	Reports	313	292	265	222	261		
Time		MDC - Average Time Assigned to Closed	12:11:59	12:13:57	12:17:31	12:10:32	12:11:52	
		Dispatcher - Average Time Assigned to Closed	12:08:45	12:11:58	12:09:57	12:12:03	12:15:07	
		Call - Average Time Assigned to Closed	12:11:48	12:10:55	12:06:44	12:07:45	12:10:47	

Table 2.1 shows:

- Caller-initiated incidents highlighted in BLUE
- Officer-initiated incidents noted in two ways:
 - Squad Car Computer (MDC) highlighted in ORANGE
 - Radio highlighted in SALMON.

Note: *Caller-initiated incidents* are phone calls to the Ramsey County Emergency Communication Center (ECC) wherein Falcon Heights residents requested some form of policing services. Comparatively, *officer-initiated incidents* are activities wherein the officer enters information into their squad car computer or notifies the dispatcher via police radio of an incident or status change.

Table 2.1 also shows *time necessary to handle police calls and activities from inception to completion*

- **Time** is associated with the provision of the policing services recorded via MDC, Dispatcher, and 911 Call data.
- **Average Time Assigned to Closed** notes the length of time used by the officer to complete an incident from initial assignment through closure.
- **Residents' 911 Calls - Average Time Assigned to Closed** are highlighted in YELLOW.

Note: Overall, the average time used by officers to address incidents, from assignment to closure, ranged from 12:06 minutes to 12:17 minutes.

Table 2.2

Response Times

	2018	2019	2020	2021	2022	Average
Average	00:06:07	00:07:12	00:05:52	00:07:57	00:08:24	00:07:06
Median*	00:04:02	00:05:00	00:04:29	00:05:56	00:06:54	00:05:00

* The median of response times is the point where half the times are lower and half the times are higher.

Table 2.2 shows the annual average and median response times measured from “First Unit Assigned” to the time the “First Unit Arrived” for Resident’s 911 calls.

Table 2.3

Resident Calls For Police Services Per Day

2018	2019	2020	2021	2022	Average
2.26	2.28	2.07	1.92	2.23	2.15

Table 2.3 shows the annual daily average of residents’ 911 and non-emergency calls for policing services.

Table 2.4*Annual Average Time Per Police Incident*

2018	2019	2020	2021	2022	Average
12:12	12:11	12:07	12:08	12:11	12:10

Table 2.4 shows in minutes:seconds the annual average time used to address a police service call from dispatch to closure.

Table 2.5*Daily Average Time Used For 911 And Non-Emergency Calls*

2018	2019	2020	2021	2022	Average
27:36	27:48	25:06	23:18	27:12	26:12

Table 2.5 shows in minutes:seconds the daily average time used to address police service calls from dispatch to closure.

Table 2.6*Incident Reports Per Day*

2018	2019	2020	2021	2022	Average
.86	.8	.73	.61	.71	.74

Table 2.6 shows the annual daily average of incident reports submitted in Falcon Heights.

Table 2.7*Incident Reports Per Week*

2018	2019	2020	2021	2022	Average
6	5.6	5	4.3	5	5.2

Table 2.7 shows the annual weekly average of incident reports submitted in Falcon Heights.

Baseline Policing Services. To establish a baseline for policing services, it is useful to examine the frequency of 911 calls and incident reports. These two factors take into consideration the community’s perceived need for policing services (i.e., 911 calls) and the patrol officers’ determination of safety concerns that merit documentation (i.e., incident report). The available 2018 through 2022 data indicates that, on average, less than 30 minutes per day have been used to respond to 911 calls and prepare incident reports. Therefore, in the City of Falcon Heights, the daily baseline staffing for policing services should anticipate the need to spend 30 minutes responding to slightly more than two 911 calls and writing approximately one incident report.

Number and frequency of outside agency assistance required. The City requested information related to the number of times the Falcon Heights patrol officer required mutual aid. Specifically, the CVBI was asked to analyze the *number and frequency of outside agency assistance required*. In other words, how many times did incidents in the City require mutual aid from other police agencies? While there were police activities in Falcon Heights in which other agencies were noted on the computer aided dispatch (CAD) record, it was not possible to ascertain if the other agency participated out of necessity or courtesy. In short, the ECC and CVBI were unable to identify policing services where mutual aid was specifically requested in Falcon Heights between 2018 and 2022.

Staffing needs by type of service call (i.e., considerations of number of responding units needed by call type). While there were service calls where multiple units responded to incidents in the City, it not clear which of those incidents required additional officers and which incidents included officers who self-deployed out of courtesy. Generally, incidents that require more than one officer are noted as “Priority 2” and “domestic/disorderly disturbances.” For example, “Priority 2” service calls require immediate response and are associated with crimes in progress, traffic accidents with injuries, and persons in crisis.

For comparison, during the COVID19 pandemic (i.e., 2021) there were 44 incidents where multiple patrol units responded and post-pandemic (i.e., 2022) there were 51 such incidents. It should be noted that the preceding totals are not exact; without listening to the 911 dispatch recordings and reading the telecommunicators’ notes, it is difficult to accurately count the number of officers necessitated at high priority service calls.

Table 2.8
2021 and 2022 Ten Most Frequent 911 Call “problems”

2021	Problem	Frequency	2022	Problem	Frequency
1	Suspicious Activity	51	1	Traffic Accident	77
2	Disorderly Conduct	47	2	Suspicious Activity	49
3	Traffic Accident	43	3	Disorderly Conduct	42
4	911 Hang Up	39	4	911 Hang Up	38
5	Dangerous Condition	31	5	Dangerous Condition	28
6	Dispute Disagreement	20	6	Welfare Check	21
7	Welfare Check	19	7	Person in Crisis	17
8	Disturbance/Noise Complaint	15	8	Dispute Disagreement	16
9	Theft	11	9	Assist Citizen	15
10	Assist Citizen	10	10	Auto Theft	12
Total		286	Total		315

The ten most frequent problem types identified by 911 callers in 2021 and 2022 (see Table 2.8).

Table 2.9*Protentional non-Falcon Heights Policing Services*

2021	Problem	Frequency	2022	Problem	Frequency
	Administrative Detail	49		Civil Division Paper Service	31
	Civil Division Paper Service	33		Assist Other Agencies	18
	Assist Other Agencies	12		Administrative Detail	9
	Off Duty Employment	6		Off Duty Employment	3
Total		100	Total		61

Policing service data that may influence of community policing on discretionary patrol time and the time necessary to conduct proactive police activities (i.e., officer-initiated activities). Officers may have worked on “problems” that may not have been directly associated with City’s policing services. Some examples from 2021 and 2022 are noted in Table 2.9.

The ECC data also provided the frequency of officer-initiated policing services that may be considered discretionary and/or proactive. To be as clear as possible, the default term for the ECC data was “Problem.” Therefore, some of the officer-initiated activities may be listed as a “Problem;” when in fact, they are not what the City would define as a problem. See examples in Table 2.10.

Table 2.10*Officer-Initiated Policing Services*

2021	Problem	Freq	2022	Problem	Freq
	Assist Medical Agency	301		Assist Medical Agency	323
	Assist Fire Agency			Assist Fire Agency	
	Traffic Enforcement <i>(e.g., drunk driver and traffic stop)</i>	289		Traffic Enforcement <i>(e.g., drunk driver and traffic stop)</i>	463
	Parking Complaints <i>(i.e., largely State Fair related)</i>	209		Parking Complaints <i>(i.e., largely State Fair related)</i>	287
	Proactive Police Visit*	81		Proactive Police Visit*	169
	Proactive Foot Patrol*	2		Proactive Foot Patrol*	4
	Community Outreach Event*	3		Community Outreach Event*	4
Total		885	Total		1,250

*Unfortunately, the available data did not provide the nature or objective of these proactive “Problem(s)” listed as “Proactive Police Visit,” “Proactive Foot Patrol,” and “Community Outreach Event.” For example, the majority of the “Proactive Police Visits” appear to be in the vicinities of Larpenteur Avenue and Snelling Avenue and Larpenteur Avenue and Hamline Avenue.

Effects of community policing on discretionary patrol time and the time necessary to conduct proactive police activities. Based on the available ECC data, the CVBI was not able to determine the effects of community policing on discretionary patrol time. However, as noted in Tables 2.1, 2.3, and 2.4, policing service-related incidents required less than 30 minutes per 24-hour period. Therefore, it seems reasonable that there are opportunities to participate in specific and measurable community policing and proactive activities that would not interfere with the ability to respond to the residents' 911 and non-emergency calls or the completion of incident reports.

Summary. The purpose for this second analytical step was to provide a *workload analysis* of the policing services in the City of Falcon Heights. Utilizing the primary data provided by the Ramsey County Emergency Communication Center for the years 2018 through 2022, the CVBI was able to explore aspects of the City's current police services. Aspects of analysis included *the number of responding units needed by call type, the number and frequency of outside agency assistance required, caller-initiated versus officer-initiated activities, effect of community policing on discretionary patrol time and the time necessary to conduct proactive police activities, and the amount of time necessary to handle police calls and activities from inception to completion.*

The CVBI sought to display and describe tens of thousands of data points in ways that contribute to the City's understanding of their current policing services. To accomplish this objective, this section of the report presented information and analysis using a series of tables and narratives that evaluated baseline and discretionary services. It is hoped that this analysis will provide the foundation for policy makers and residents to make informed decisions regarding future policing service agreements.

Section 3

Current Policing Services Analysis: Contract Analysis

This section builds on the *Current Service Analysis* and *Workload Analysis* and continues the analysis process of the primary area *City's Current Policing Services* by examining the policing services agreement. The objectives of this third step were delineated in the scope of services as:

Contract Analysis:

Analyze the current contract and associated costs for policing services compared to the utilization of policing services as determined under Section 1.b – Workload analysis.

The preceding analysis established the foundation for the CVBI to analyze the costs for currently contracted policing services and compare the degree of alignment with the community's desired service levels. This deliverable represents a multidimensional exploration of the core aspects of the City of Falcon Heights' policing services with the intention of providing policy makers and community members reliable information that can be used to positively inform future policing services agreements. Specifically, the CVBI analyzed the City's policing services agreement with the Ramsey County Sheriff's Office (RCSO), the levels of community satisfaction with policing services, a RCECC summary of the City's policing services from 2018 through 2022, and the RCSO 2023 budget estimate.

The full RCSO Agreement for Law the Enforcement Services identifies the parties to the agreement, responsibilities, liabilities, terms, and costs. For the purposes of this analysis, the focus will be on the *Scope of Services* section of the *Agreement for Law Enforcement Services* and one paragraph of the *General Provisions*. These are the two sections of the agreement that delineate who, what, when, where, why, and how policing services will be delivered in the City of Falcon Heights. See the Appendix I for the complete agreement.

Below is the service-related language contained in the agreement between the County of Ramsey (COUNTY) and the City of Falcon Heights (MUNICIPALITY) *to provide law enforcement services to the MUNICIPALITY for the period commencing January 1, 2023.*

Agreement for Law the Enforcement Services (pp. 1-2):

A. *Scope of Services*

1. *The COUNTY agrees, through the Ramsey County Sheriff's Officer, to provide law enforcement services to the MUNICIPALITY (e.g., Falcon Heights) 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 scene processing services;*

- e. *Criminal investigative and crime scene processing services;*
 - f. *Follow up on reported crimes with persons who reported the crime including routine notification by telephone or mail as the status of the investigation;*
 - g. *Response 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 disciplining of officers, and other matters incident to the provision of this Agreement, and the control of the personnel so employed, shall be subject solely to the control of COUNTY... (p. 2).*
 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 the Ramsey Count in a timely and efficient manner (p. 2).*

E. *General Provisions*

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 (p. 5).*

RCSO Agreement for Law Enforcement Services with City of Falcon Heights’ (City) Policing Recommendations.

The first analysis was to assess the alignment between the RCSO Agreement for Law Enforcement Services with the City’s Policing Recommendations. The Policing Recommendations adopted by the city council can be found on p. 11 of *The City of Falcon Heights Inclusion and Policing Task Force – Overview of Recommendations* (see Figure 3.1).

Figure 3.1

The City of Falcon Heights Inclusion and Policing Task Force – Policing Recommendations (from p. 11)

Summary of Policing Recommendations

Below is the high level summary of the recommendations. Full details are provided in the following pages.

Recommendation: Police-Community Relationships

- Mutual Safety is built through Mutual Trust.
- Ownership. Falcon Heights needs to have appropriate authority with the police department serving our community, beyond annual reporting.
- Community engagement.
- Creation of a Community-Police Work Group for trend monitoring, relationship building, and problem solving.

Recommendation: Training and Capacity

- Mental health care for people in crisis and officers, for mutual safety and well-being.
- Training, with a focus on de-escalation, cultural competency, and explicit and implicit bias.
- Hiring and workforce development to emphasize community relationship-building.

Recommendation: Data and Transparency

- Data collection, sharing, and monitoring to detect and respond to trends.
- Public Feedback: surveys, multiple feedback channels, and information/feedback cards.
- Prompt, thorough, and open communication in case of serious incidents.

Recommendation: Priorities for Policing Activity

Respect for all is the foundation for policing in our community. The highest priorities for policing activity are:

- Emergency response.
- Cultural competence and community engagement.
- Informative policing.
- In traffic policing, prioritization of serious moving violations.

Regarding the City's Recommendation: *Police-Community Relationships* including *Mutual Safety is built through Mutual Trust; Ownership. Falcon Heights needs to have appropriate authority with the police department serving our community, beyond annual reporting; Community engagement; and Creation of a Community-Police Work Group for trend monitoring, relationship building, and problem solving.*

The CVBI noted that the RCSO agreement does mention a provision in A.1.d for *crime prevention programs such as Neighborhood Watch*. However, the agreement does not describe if those programs are provided at the request of City or if the programs are initiated by the RCSO and then delivered in partnership with the City. The CVBI was unable to identify overt mentions of the importance of *Police-Community Relationships* or a commitment to *Mutual Safety built through Mutual Trust; Ownership (Falcon Heights needs to have appropriate authority with the police department serving our community, beyond annual reporting.); Community engagement; or the Creation of a Community-Police Work Group for trend monitoring, relationship building, and problem solving.*

Regarding the City's Recommendation: *Training and Capacity*, the CVBI was unable to identify provisions of the services agreement that align with the City's desire for *Mental health care for people in crisis and officers, for mutual safety and well-being; Training, with a focus on de-escalation, cultural competency, and explicit and implicit bias; or Hiring and workforce development to emphasize community relationship-building.*

Regarding the City's Recommendation: *Data and Transparency*, the CVBI noted that in paragraph E.1 of the agreement, the RCSO will *submit quarterly reports that contain at a minimum, the number of calls answered and the number of citations issued*. However, the CVBI was unable to identify other provisions of the services agreement that align with the City's desire for *Data collection, sharing, and monitoring to detect and respond to trends; Public Feedback: surveys, multiple feedback channels, and information/feedback cards; or Prompt, thorough, and open communication in case of serious incidents.*

Regarding the City's Recommendation: *Priorities for Policing Activity*, the CVBI noted in A.1.g. *Response to medical, fire, and other emergencies* that the RCSO will provide the City's desired *Emergency response*. However, the CVBI was unable to identify other provisions of the services agreement that align with the City's desire that *Respect for all is the foundation for policing in our community; and the highest priorities for policing activity are: Cultural competence and community engagement, Informative policing, and in traffic policing, prioritization of serious moving violations.*

Alignment of the RCSO Agreement for Law Enforcement Services with City's Satisfaction with Policing Services Recommendations. The second step in this evaluation was to assess the alignment between the *RCSO Agreement for Law Enforcement Services* with the City's satisfaction with *Policing Services Recommendations*. The City was gathered feedback regarding the community's satisfaction with policing services in two ways. First, the City hosted three focus group meetings wherein community members defined the values that increase community/police trust and completed a survey which measured their current level of satisfaction with policing services.

To recap *Deliverable 1*, the focus group the participants were informed that their answers would provide insight into what residents believe to be fundamental to community/police trust and these insights will become a lens through which current and future policing services would be evaluated. They were asked to answer one question: *To increase trust in Falcon Heights policing services, what type of people should be hired?*

During each meeting, there was 100% participation and dozens of thoughtful recommendations. The community’s responses resulted in an aggregate list of traits, behaviors, and values that increase community/police trust. Through this process, the CVBI identified the primary values that most influence community/police trust in Falcon Heights. These shared values include *Honesty, Leadership, Respect, and Service*. These values-based results provide useful guidance in the selection of policing services and may be summarized in the way: *Based on community input, the City of Falcon Heights would increase community/police trust by selecting and promoting police officers who consistently exhibit the values and characteristics associated with honesty, leadership, respect, and service.*

The survey results of the focus group participants’ satisfaction with policing services are shown in Table 3.1. The scale for the ratings of satisfaction with the policing recommendations are:

- 1 = Dissatisfied
- 2 = Somewhat dissatisfied
- 3 = Neither satisfied nor dissatisfied
- 4 = Somewhat satisfied
- 5 = Satisfied
- U = Unsure/Unable to rate

In Table 3.1, a score of 1.33 indicates more *dissatisfied* than *somewhat dissatisfied* with the services associated with the corresponding recommendation. Whereas a score of 3.83 *indicates somewhat satisfied* with the services associated with the corresponding recommendation. *It should also be noted that the most frequent response in the survey was “U,” which accounted for nearly 40% of the total responses. This means that the residents were unsure or unable to rate more than one-third of the recommendations.*

Table 3.1
Survey Results of Satisfaction with Policing Services Recommendations

Recommendation	Totals
Police-Community Relationship	
Mutual Safety is built through Mutual Trust	2.78
Ownership. Falcon Heights needs to have appropriate authority with the police department serving our community, beyond annual reporting	1.58
Community engagement	2.03
Creation of a community-Police Work Group for trend monitoring, relationship building, and problem solving	1.33
Training and Capacity	
Mental health care for people in crisis and officers, for mutual safety and well-being	2.00
Training, with a focus on de-escalation, cultural competency, and explicit and implicit bias	2.00
Hiring and workforce development to emphasize community relationship-building	1.33

Data and Transparency	
Data collection, sharing, and monitoring to detect and respond to trends	1.72
Public feedback: surveys, multiple feedback channels, and information/feedback cards	1.45
Prompt, thorough, and open communication in case of serious incidents	1.83
Priorities for Policing Activity	
Emergency Response	3.83
Cultural competence and community engagement	2.78
Informative policing	2.11
In traffic policing, prioritization of serious moving violations	2.28

In reference to Table 3.1 and the *Satisfaction with Policing Services Recommendations*, an average rating above 3.00 indicates that residents are *somewhat satisfied* with the level of policing services associated with this recommendation. The only recommendation that exceeded 3.00 was the *Recommendation: Priorities for Policing Activity – Emergency response* which the community rated 3.83. The community rated their satisfaction with the level of service associated with all the other *Policing Services Recommendations* between 1.33 to 2.78. This survey indicates that residents are *dissatisfied to somewhat dissatisfied* with the 13 of the 14 service recommendations identified in the *City’s Policing Services Recommendations*.

Results from the City’s Second Policing Services Survey. The City sought further feedback on policing services and distributed a second survey to residents. Residents were asked questions similar to those asked of the focus group participants with one an additional question associated with shared values. 29 residents responded to the survey via an online link or direct mail. See the full survey in Figure 3.2 and the results in Tables 3.2 through 3.6.

Figure 3.2
Falcon Heights Law Enforcement Services Satisfaction Survey

The City of Falcon Heights is working with the Center for Values-Based Initiatives to analyze our contracted policing services and make recommendations on future contracts.

Your input in this survey will assist our consultant with answering the survey.

Use the scale below to rate your agreement with the statements under each policing services recommendation.

- 1 = Strongly Disagree
- 2 = Somewhat Disagree
- 3 = Neither Agree or Disagree
- 4 = Somewhat Agree
- 5 = Strongly Agree
- U= Unsure/Unable to Rate

Q1: Police-Community Relationships

1. I regularly see Falcon Heights' contracted Law Enforcement Officers in my neighborhood and/or in the community.
2. Falcon Heights' contracted Law Enforcement Officers are approachable.
3. Falcon Heights' contracted Law Enforcement Officers are engaged in the community.
4. When interacting with Falcon Heights' contracted Law Enforcement Officers, they are friendly.
5. When Falcon Heights' contracted Law Enforcement Officers interact with citizens of different races/cultural backgrounds, they treat them with respect.

Q2: Training and Capacity

1. Falcon Heights' contracted Law Enforcement Officers are well-equipped to handle citizens with a mental health crisis.
2. Falcon Heights' contracted Law Enforcement Officers are well-trained in de-escalation, cultural competency, and overcoming bias.
3. Falcon Heights' contracted Law Enforcement Officers are very competent—they understand the laws they are asked to enforce.
4. Falcon Heights' contracted Law Enforcement Officers are extremely ethical.

Q3: Data and Transparency

1. Our law enforcement service provider shares data and other important public safety information.
2. Our law enforcement service provider provides opportunities for feedback through surveys or information/feedback cards.
3. Our law enforcement service provider regularly and timely communicates with residents on serious incidents or crime occurring in the community.

For the next questions, Use the scale below to rate your satisfaction with the elements under each policing services recommendation.

- 1 = Dissatisfied
- 2 = Somewhat satisfied
- 3 = Neither satisfied nor dissatisfied
- 4 = Somewhat satisfied
- 5 = Satisfied
- U= Unsure/Unable to Rate

Q4: Characteristics of Contracted Law Enforcement Officers Patrolling Falcon Heights

1. **Honesty** (refers to willingness to admit mistakes; personal courageousness for integrity).
2. **Leadership** (refers to courageousness/bravery in dangerous situations; understands position within terms of authority/accountability; initiates positive engagement; manages self to maintain composure).
3. **Respect** (refers treating all people equally; accepting a wide variety people; recognizing different cultures; not type-casting people).
4. **Service** (refers to competence; humble; social awareness; being a problem-solver; interpersonal skills; patience).

Q5: Satisfaction in the following areas

1. Emergency Response.
2. Cultural competence and community engagement.
3. In traffic policing, prioritization of serious moving violations.
4. Overall satisfaction with the contracted law enforcement services provided to the City of Falcon Heights.

The survey results are shown in Table 3.2.

Q1, Q2, and Q3 used the scale below to rate agreement with the statements under each policing services recommendation:

- 1 = Strongly Disagree
- 2 = Somewhat Disagree
- 3 = Neither Agree or Disagree
- 4 = Somewhat Agree
- 5 = Strongly Agree
- U= Unsure/Unable to Rate

Table 3.2*Falcon Heights Satisfaction Survey (Q1 Police-Community Relationships)*

	1 = STRONGLY DISAGREE	2 = SOMEWHAT DISAGREE	3 = NEITHER AGREE OR DISAGREE	4 = SOMEWHAT AGREE	5 = STRONGLY AGREE	U= UNSURE/UNABLE TO RATE	TOTAL
1. I regularly see Falcon Heights' contracted Law Enforcement Officers in my neighborhood and/or in the community.	6.90% 2	37.93% 11	13.79% 4	20.69% 6	20.69% 6	0.00% 0	29
2. Falcon Heights' contracted Law Enforcement Officers are approachable.	0.00% 0	3.45% 1	27.59% 8	13.79% 4	41.38% 12	13.79% 4	29
3. Falcon Heights' contracted Law Enforcement Officers are engaged in the community.	3.45% 1	6.90% 2	27.59% 8	6.90% 2	20.69% 6	34.48% 10	29
4. When interacting with Falcon Heights' contracted Law Enforcement Officers, they are friendly.	0.00% 0	0.00% 0	13.79% 4	17.24% 5	37.93% 11	31.03% 9	29
5. When Falcon Heights' contracted Law Enforcement Officers interact with citizens of different races/cultural backgrounds, they treat them with respect.	0.00% 0	3.45% 1	20.69% 6	3.45% 1	20.69% 6	51.72% 15	29

Note: In the entire survey, Q1 was the one question with a 100% response rate and no ratings of *Unsure/Unable to Rate*. The full question is: *I regularly see Falcon Heights' contracted Law Enforcement Officers in my neighborhood and/or in the community*. 44.8% of residents responded that they *disagree* with this statement and 41.3% *agreed* with this statement.

The **highest agree scores** were for the statements:

- *Falcon Heights' contracted Law Enforcement Officers are approachable* at 55.2%.
- *When interacting with Falcon Heights' contracted Law Enforcement Officers, they are friendly* at 55.2%, with 31% responding *Unsure/Unable to Rate*.

The **lowest agree scores** were for the statements:

- *Falcon Heights' contracted Law Enforcement Officers are engaged in the community* at 27.6%, with 34.5% responding *Unsure/Unable to Rate*.

- *When Falcon Heights’ contracted Law Enforcement Officers interact with citizens of different races/cultural backgrounds, they treat them with respect at 24.1%. with 51.7% responding Unsure/Unable to Rate.*

Table 3.3
Falcon Heights Satisfaction Survey (Q2 Training and Capacity)

	1 = STRONGLY DISAGREE	2 = SOMEWHAT DISAGREE	3 = NEITHER AGREE OR DISAGREE	4 = SOMEWHAT AGREE	5 = STRONGLY AGREE	U= UNSURE/UNABLE TO RATE	TOTAL
1. Falcon Heights’ contracted Law Enforcement Officers are well-equipped to handle citizens with a mental health crisis.	0.00% 0	0.00% 0	20.69% 6	6.90% 2	6.90% 2	65.52% 19	29
2. Falcon Heights’ contracted Law Enforcement Officers are well-trained in de-escalation, cultural competency, and overcoming bias.	0.00% 0	3.57% 1	21.43% 6	0.00% 0	14.29% 4	60.71% 17	28
3. Falcon Heights’ contracted Law Enforcement Officers are very competent—they understand the laws they are asked to enforce.	0.00% 0	0.00% 0	14.29% 4	3.57% 1	39.29% 11	42.86% 12	28
4. Falcon Heights’ contracted Law Enforcement Officers are extremely ethical.	0.00% 0	3.57% 1	14.29% 4	10.71% 3	17.86% 5	53.57% 15	28

Note: This section shows that, on average, 55.7% of residents were *Unsure/Unable to rate* the questions associated with *Training and Capacity*.

The **highest agree score** was with the statement:

- *Falcon Heights’ contracted Law Enforcement Officers are very competent—they understand the laws they are asked to enforce at 42.9%. with 42.9% responding Unsure/Unable to Rate.*

The **lowest agree scores** were for the statements:

- *Falcon Heights’ contracted Law Enforcement Officers are well-equipped to handle citizens with a mental health crisis at 13.8%, with 65.5% responding Unsure/Unable to Rate.*
- *Falcon Heights’ contracted Law Enforcement Officers are well-trained in de-escalation, cultural competency, at 14.3%. with 60.7% responding Unsure/Unable to Rate.*

Table 3.4

Falcon Heights Satisfaction Survey (Q3 Data and Transparency)

	1 = STRONGLY DISAGREE	2 = SOMEWHAT DISAGREE	3 = NEITHER AGREE OR DISAGREE	4 = SOMEWHAT AGREE	5 = STRONGLY AGREE	U= UNSURE/UNABLE TO RATE	TOTAL
1. Our law enforcement service provider shares data and other important public safety information.	7.14% 2	7.14% 2	25.00% 7	17.86% 5	17.86% 5	25.00% 7	28
2. Our law enforcement service provider provides opportunities for feedback through surveys or information/feedback cards.	14.29% 4	28.57% 8	7.14% 2	3.57% 1	17.86% 5	28.57% 8	28
3. Our law enforcement service provider regularly and timely communicates with residents on serious incidents or crime occurring in the community.	14.29% 4	10.71% 3	25.00% 7	10.71% 3	14.29% 4	25.00% 7	28

Note: This section shows that an average of 26.2% of residents responded that they were *Unsure/Unable to rate* the questions associated with *Data and Transparency*.

The **highest agree score** was with the statement:

- *Our law enforcement service provider shares data and other important public safety information* at 35.7% with 25% responding *Unsure/Unable to Rate* and 3.4% choosing not to answer.

The **lowest agree score** was with the statement:

- *Our law enforcement service provider provides opportunities for feedback through surveys or information/feedback cards* at 21.4%. with 28.6% responding *Unsure/Unable to Rate* and 3.4% choosing not to answer.

Q4 and Q5 used the scale below to rate satisfaction with the statements under each policing services recommendation:

- 1 = Dissatisfied
- 2 = Somewhat satisfied
- 3 = Neither satisfied nor dissatisfied
- 4 = Somewhat satisfied
- 5 = Satisfied
- U= Unsure/Unable to Rate

Table 3.5**Falcon Heights Satisfaction Survey (Q4 Characteristics of Contracted Law Enforcement Officers Patrolling Falcon Heights)**

	1 = DISSATISFIED	2 = SOMEWHAT DISSATISFIED	3 = NEITHER SATISFIED NOR DISSATISFIED	4 = SOMEWHAT SATISFIED	5 = SATISFIED	U= UNSURE/UNABLE TO RATE
1. Honesty (refers to willingness to admit mistakes; personal courageousness for integrity).	0.00% 0	7.41% 2	11.11% 3	3.70% 1	18.52% 5	59.26% 16
2. Leadership (refers to courageousness/bravery in dangerous situations; understands position within terms of authority/accountability; initiates positive engagement; manages self to maintain composure).	0.00% 0	3.85% 1	11.54% 3	3.85% 1	30.77% 8	50.00% 13
3. Respect (refers to treating all people equally; accepting a wide variety people; recognizing different cultures; not type-casting people).	3.70% 1	3.70% 1	11.11% 3	0.00% 0	22.22% 6	59.26% 16
4. Service (refers to competence; humble; social awareness; being a problem-solver; interpersonal skills; patience).	0.00% 0	0.00% 0	19.23% 5	7.69% 2	30.77% 8	42.31% 11

Note: Q4 shows that an average of 52.7% of residents responded that they were *Unsure/Unable to rate* the questions associated with the *Characteristics of Contracted Law Enforcement Officers Patrolling Falcon Heights*.

The **highest satisfaction score** was with the statement:

- *Service (refers to competence; humble; social awareness; being a problem-solver; interpersonal skills; patience)* at 38.5%. with 42.3% responding *Unsure/Unable to Rate*.

The **lowest satisfaction scores** were for the statement:

- *Honesty (refers to willingness to admit mistakes; personal courageousness for integrity)* at 22.2%, with 59.7% responding *Unsure/Unable to Rate*.
- *Respect (refers treating all people equally; accepting a wide variety people; recognizing different cultures; not type-casting people)* at 22.2%, with 59.7% responding *Unsure/Unable to Rate*.

Table 3.6

Falcon Heights Satisfaction Survey (Q5 Satisfaction in the Following Areas)

	1 = DISSATISFIED	2 = SOMEWHAT DISSATISFIED	3 = NEITHER SATISFIED NOR DISSATISFIED	4 = SOMEWHAT SATISFIED	5 = SATISFIED	U= UNSURE/UNABLE TO RATE	TOTAL
1. Emergency Response.	0.00% 0	7.69% 2	7.69% 2	15.38% 4	42.31% 11	26.92% 7	26
2. Cultural competence and community engagement.	0.00% 0	3.70% 1	7.41% 2	7.41% 2	14.81% 4	66.67% 18	27
3. In traffic policing, prioritization of serious moving violations.	15.38% 4	15.38% 4	15.38% 4	7.69% 2	26.92% 7	19.23% 5	26
4. Overall satisfaction with the contracted law enforcement services provided to the City of Falcon Heights.	0.00% 0	15.38% 4	26.92% 7	15.38% 4	34.62% 9	7.69% 2	26

Note: This section shows that an average of 26.2% of residents responded that they were *Unsure/Unable to rate* the questions associated with *Data and Transparency*.

The **highest agree scores** were with the statements:

- *Emergency Response* at 57.7%. with 26.9% responding *Unsure/Unable to Rate* and 10% choosing not to answer.
- *Overall satisfaction with the contracted law enforcement services provided to the City of Falcon Heights* at 50% with 7.7% responding *Unsure/Unable to Rate* and 10% choosing not to answer.

The **lowest agree scores** were for the statements:

- *Cultural competence and community engagement* at 22.2%, with 66.7% responding *Unsure/Unable to Rate* and 6.9% choosing not to answer.
- *In traffic policing, prioritization of serious moving violations* at 37.6%. with 19.2% responding *Unsure/Unable to Rate* and 10% choosing not to answer.

Alignment of the RCSO Agreement for Law Enforcement Services with Ramsey County Emergency Communication Center (RCECC) Policing Services Data. The third analysis was to assess the alignment between the *RCSO Agreement for Law Enforcement Services* and the available RCECC Falcon Heights specific data. Table 3.7 provides a summary of the City’s Policing Services as recorded by the RCECC from 2018 through 2022.

Table 3.7
Summary of Falcon Heights Policing Services 2018 through 2022
(All Data Courtesy of the Ramsey County Emergency Communication Center)

		Ramsey County Emergency Comm Ctr Data	2018	2019	2020	2021	2022	
Incidents		Number of Incidents in Falcon Heights	2,781	2,291	1,579	1,703	2,163	
		Number of Incidents for RCSO	2,644	2,250	1,556	1,671	2,126	
		Number of Incidents for SPPD	132	39	19	29	33	
		Number of Incidents for RVPD	3	1	0	2	0	
		Number of Incidents for SAPD	2	1	2	0	0	
	Origin		Officer-Initiated (Mobile Data Computer-MDC)	812	650	291	516	740
			Dispatcher (Radio)	1,112	758	512	451	581
			Phone Call (911 and non-emergency line)	825	831	757	701	814
			Data	10	10	11	3	5
			ECC Supervisor	3	42	0	7	4
		External ECC	19	0	0	0	0	
	Reports	313	292	265	222	261		
Time		MDC - Average Time Assigned to Closed	12:11:59	12:13:57	12:17:31	12:10:32	12:11:52	
		Dispatcher - Average Time Assigned to Closed	12:08:45	12:11:58	12:09:57	12:12:03	12:15:07	
		Call - Average Time Assigned to Closed	12:11:48	12:10:55	12:06:44	12:07:45	12:10:47	

- **Caller-initiated** incidents highlighted in BLUE
- **Officer-initiated** incidents noted in two ways:
 - Squad Car Computer (MDC) highlighted in ORANGE
 - Radio highlighted in SALMON.

Note: *Caller-initiated incidents* are phone calls to the Ramsey County Emergency Communication Center (ECC) wherein Falcon Heights residents requested some form of policing services. Comparatively, *officer-initiated incidents* are activities wherein the officer enters information into their squad car computer or notifies the dispatcher via police radio of an incident or status change.

- **Time** is associated with the provision of the policing services recorded via MDC, Dispatcher, and 911 Call data.
- **Average Time Assigned to Closed** notes the length of time used by the officer to complete an incident from initial assignment through closure.
- **Residents’ 911 Calls - Average Time Assigned to Closed** are highlighted in YELLOW.

Table 3.8*Residents' 911 and Non-Emergency Calls Per Day*

2018	2019	2020	2021	2022	Average
2.26	2.28	2.07	1.92	2.23	2.15

Table 3.8 shows time necessary to handle police calls and activities from inception to completion.

Table 3.9*Annual Average Time Per 911 and Non-Emergency Calls*

2018	2019	2020	2021	2022	Average
12:12	12:11	12:07	12:08	12:11	12:10

Table 3.9 shows in minutes:seconds the annual average time used to address a police service call from dispatch to closure.

Table 3.10*2021 and 2022 Ten Most Frequent 911 and Non-Emergency Calls by "Problem"*

2021	Problem	Frequency	2022	Problem	Frequency
1	Suspicious Activity	88	1	Traffic Accident	85
2	Disorderly Conduct	56	2	Suspicious Activity	79
3	Traffic Accident	50	3	Disorderly Conduct	63
4	Parking Complaint	46	4	Parking Complaint	50
5	911 Hang Up	41	5	Alarm Sounding	43
6	Dangerous Condition	40	6	911 Hang Up	40
7	Welfare Check	40	7	Dangerous Condition	38
8	Theft and Theft from Auto	34	8	Welfare Check	36
9	Disturbance/Noise Complaint	29	9	Assist Citizen	33
10	Alarm Sounding	27	10	Theft and Theft from Auto	31
Total		451	Total		498

Table 3.10 shows the 10 most frequent problem types identified by the City's 911 and Non-Emergency calls for service in 2021 and 2022.

The RCECC data also provided the frequency of officer-initiated policing services that may be considered discretionary and/or proactive. To be as clear as possible, the default term for the RCECC data was “Problem.” Therefore, some of the officer-initiated activities may be listed as a “Problem” when, in fact, they are not what the City would define as a problem. See examples in Table 3.11.

Table 3.11
Non-911 Calls: Officer-Initiated Policing Services

2021	Problem	Freq	2022	Problem	Freq
	Assist Medical Agency Assist Fire Agency	301		Assist Medical Agency Assist Fire Agency	323
	Traffic Enforcement <i>(e.g., drunk driver and traffic stop)</i>	289		Traffic Enforcement <i>(e.g., drunk driver and traffic stop)</i>	463
	Parking Complaints <i>(i.e., largely State Fair related)</i>	209		Parking Complaints <i>(i.e., largely State Fair related)</i>	287
	Proactive Police Visit	81		Proactive Police Visit	169
	Proactive Foot Patrol	2		Proactive Foot Patrol	4
	Community Outreach Event	3		Community Outreach Event	4
Total		885	Total		1,250

The available RCECC data did not provide the nature or objective of the proactive “Problem(s)” listed as “Proactive Police Visit,” “Proactive Foot Patrol,” and “Community Outreach Event.” For example, the majority of the “Proactive Police Visits” appear to be in the vicinities of Larpenteur Avenue and Snelling Avenue and Larpenteur Avenue and Hamline Avenue.

Alignment of the RCSO Agreement for Law Enforcement Services with the City’s RCECC Policing Services Data. With the exception of Section A.1.g – *Response to medical, fire, and other emergencies*, the CVBI was unable to identify overt alignment of the RCECC data with the *RCSO Agreement for Law Enforcement Services*.

Alignment of RCSO Agreement for Law Enforcement Services with RCSO 2023 Budget Estimate. The *2023 Contract Cities Budget Estimate* for the policing services for Falcon Heights are highlighted in yellow in Tables 3.12, 3.13, and 3.14.

Table 3.12

RCSO Summary of Contract Police Services Cost Estimate for 2023

Ramsey County Sheriff's Office
Contract Police Services Cost Estimate for 2023

City	Personnel Services (41)	Other Services & Charges (42)	Supplies (43)	Capital Outlay (44)	Total	%	Revenue (3X)	Net Cost per City
Arden Hills	\$ 1,052,626.23	\$ 248,512.71	\$ 71,358.36	\$ 77,782.27	\$ 1,450,279.57	12.57%	\$ (69,931.13)	\$ 1,380,348.44
Falcon Heights	930,674.26	235,620.23	75,522.77	71,052.41	1,312,869.67	11.38%	(67,891.50)	1,244,978.17
Little Canada	1,317,655.88	296,639.91	77,933.29	95,969.45	1,788,198.53	15.50%	(81,934.78)	1,706,263.75
North Oaks	681,861.25	156,138.20	42,203.78	41,250.67	921,453.91	7.99%	(38,694.50)	882,759.41
Shoreview	2,249,038.45	532,372.10	152,748.27	165,635.59	3,099,794.41	26.88%	(147,897.40)	2,951,897.01
Vadnais Heights	1,265,022.67	288,077.96	77,430.62	92,054.03	1,722,585.27	14.94%	(79,703.12)	1,642,882.15
White Bear Township	875,393.82	210,211.94	61,922.91	64,607.80	1,212,136.48	10.51%	(58,947.57)	1,153,188.91
Ramsey County	19,021.01	4,983.44	480.00	1,500.00	25,984.45	0.23%	-	25,984.45
Total	\$ 8,391,293.57	\$ 1,972,556.49	\$ 559,600.00	\$ 609,852.22	\$ 11,533,302.28	100%	\$ (545,000.00)	\$ 10,988,302.28

Table 3.13

RCSO Contract Police Services Cost Allocation Model

Ramsey County Sheriff's Office
Contract Police Services Cost Allocation Model

City	Population				Square Miles	Calls For Service				Investigations/Case Assigned					
	2019	2020	2021	Rate		2019	2020	2021	3 Year Average	2019	2020	2021	3 Year Average		
Arden Hills	10,008	9,939	9,897	12.08%	-	4,918	3,602	3,818	4,113	12.99%	252	212	199	221	12.02%
Falcon Heights	5,446	5,369	5,125	6.45%	-	2,336	1,769	2,040	2,048	6.47%	80	84	97	87	4.73%
Little Canada	10,580	10,819	10,766	13.02%	-	6,993	6,274	6,436	6,568	20.75%	416	411	480	436	23.70%
North Oaks	5,320	5,272	5,306	6.43%	-	1,799	1,666	1,536	1,667	5.27%	63	55	62	60	3.26%
Shoreview	26,695	26,921	26,967	32.61%	-	8,996	8,028	8,027	8,350	26.38%	452	563	538	518	28.16%
Vadnais Heights	13,338	12,912	13,080	15.92%	-	6,317	5,591	5,851	5,920	18.70%	366	388	369	374	20.37%
White Bear Township	11,303	11,049	10,985	13.49%	-	3,241	2,951	2,761	2,984	9.43%	136	150	141	142	7.74%
Total	82,690	82,281	82,126	100.00%	-	34,600	29,881	30,469	31,650	100%	1765	1863	1,886	1,838	100%

City	Patrol Allocation				Traffic Deputy	Animal Control
	Deputies	Sergeants	Total	Rate		
Arden Hills	5.5	0	5.5	12.79%	12.34%	8.00%
Falcon Heights	6	0	6	13.95%	7.00%	5.00%
Little Canada	5.85	0	5.85	13.60%	18.85%	14.00%
North Oaks	3.25	0	3.25	7.56%	4.41%	2.00%
Shoreview	11.75	0	11.75	27.33%	28.41%	30.00%
Vadnais Heights	5.85	0	5.85	13.60%	18.31%	12.00%
White Bear Township	4.8	0	4.8	11.16%	10.68%	9.00%
Ramsey County	0	0	0	0.00%	0.00%	20.00%
Total	43	0	43	100%	100%	100%

City	Current Patrol Deputy allocation
Arden Hills	5.79
Little Canada	6.33
North Oaks	3.54
Shoreview	10.86
Vadnais Heights	5.67
White Bear Township	4.77
	36.96

Cost allocation notes:

- Population -- most recent city population was reported by the Met Council.
- Square Miles -- reference only; not part of the cost allocation.
- Calls for Services -- a three year average of calls for service from the records management system
- Investigations/Case Assigned -- a three year average OR the number of most recent year's cases from the records management system
- Patrol Allocation -- determined
- Traffic Deputy -- percentage as determined by the City Managers.

In Table 3.13, the RSCO Contract Police Services Cost Allocation Model shows the Falcon Heights “Calls for Service” as 2,040 in 2021. In contrast, according to 2021 RCECC data (see Table 3.7), there were 1671 RSCO calls for police services in Falcon Heights. It is not clear why the RSCO data is different from the RCECC data. Also, the *Investigations/Case Assigned* section of Table 3.13, does not account for the amount of time required for these cases. For example, how many arrests are made per year in Falcon Heights? Also, the RSCO cost allocation may or may not be based on the classification of the cases assigned. Specifically, how many cases were classified as misdemeanor, gross misdemeanor, and felony. This information is important because felony cases tend to be more complex and require more investigative time. Additionally, it would be helpful for the City to know the number of investigations that resulted in conviction.

Table 3.14
RSCO Cost Estimate by Cost Center for 2023

Ramsey County Sheriff's Office
 Contract Police Services Cost Estimate for 2023

Cost Estimate by Cost Center

City	Patrol	Investigation	Crime Prevention	Traffic	Animal Control	Property & Evidence	Personnel	Services	Supplies	Capital	Total	%
Arden Hills	\$ 987,844.41	\$ 171,839.81	\$ 34,676.80	\$ 39,326.31	\$ 10,393.78	\$ 15,939.53	\$ 26,860.47	\$ 83,183.00	\$ 62,162.79	\$ 18,052.67	\$ 1,450,279.57	12.75%
Falcon Heights	\$ 959,032.72	82,215.54	17,873.25	22,308.28	6,496.11	17,388.58	29,302.33	90,745.09	67,813.95	19,693.82	1,312,869.67	11.54%
Little Canada	\$ 1,157,407.59	286,504.51	46,704.14	60,073.01	18,189.11	16,953.87	28,569.77	88,476.46	66,118.60	19,201.47	1,788,198.53	15.72%
North Oaks	\$ 546,597.00	65,331.50	16,183.34	14,054.22	2,598.44	9,418.82	15,872.09	49,153.59	36,732.56	10,667.48	766,609.04	6.74%
Shoreview	\$ 2,089,192.91	358,974.72	81,595.48	90,539.75	38,976.67	34,052.64	57,383.72	177,709.13	132,802.33	38,567.06	3,099,794.41	27.24%
Vadnais Heights	\$ 1,125,883.26	255,556.17	47,882.91	58,352.09	15,590.67	16,953.87	28,569.77	88,476.46	66,118.60	19,201.47	1,722,585.27	15.14%
White Bear Township	\$ 832,691.04	122,060.16	31,701.20	34,036.06	11,693.00	13,910.87	23,441.86	72,596.07	54,251.16	15,755.05	1,212,136.48	10.65%
Ramsey County	\$ -	-	-	-	25,984.45	-	-	-	-	-	25,984.45	0.23%
Total	\$ 7,698,648.93	\$ 1,342,482.41	\$ 276,617.11	\$ 318,689.73	\$ 129,922.24	\$ 124,618.18	\$ 210,000.00	\$ 650,339.78	\$ 486,000.00	\$ 141,139.03	\$ 11,378,457.42	100.00%

In Table 3.14, the *Cost Estimate by Cost Center* may or may not be a fair allocation for Falcon Heights. It would be helpful to know the specific frequency and amount of time Falcon Heights officers used to complete the *Scope of Services* listed below:

- *Traffic enforcement including the regular use of radar or laser as a speed deterrent*
- *Crime prevention programs such as Neighborhood Watch, as well as other business and residential crime scene processing services*
- *Criminal investigative and crime scene processing services*
- *Follow up on reported crimes with persons who reported the crime including routine notification by telephone or mail as the status of the investigation*
- *Response to medical, fire, and other emergencies*
- *Coordination of volunteer programs such as the Community Affairs Officer and Reserve Programs*
- *Driver’s license inspections, background checks and license enforcement services as called for under applicable state law and ordinances of the City*
- *Special event traffic patrol and patrol services for community festivals or other special events*
- *Attendance at Public Safety or City Council meetings as requested by the City*
- *Animal control services*

Additionally, there is no direct mention in the *RCSO Agreement for Law Enforcement Services* of policing services that are dedicated to improving community satisfaction or further informing the reasonableness of the cost allocation. Some of examples of the RCSO services that could improve community satisfaction include systematic:

- Hosting of community policing events in addition to National Night Out
- In addition to *calls for service*, publishing Falcon Heights incident information containing the frequency and locations of:
 - Assigned cases by classification:
 - Misdemeanor
 - Gross Misdemeanor
 - Felony
 - Cases that required crime lab or forensic services
 - Cases that required the animal control officer to respond to Falcon Heights
 - Arrests by classification:
 - Misdemeanor
 - Gross Misdemeanor
 - Felony
 - Recovered property reports
- RCSO-initiated meetings with the City to discuss levels of service, achievements, and goals

Summary of Alignment between RCSO Agreement for Law the Enforcement Services and City's Policing

Recommendations. The first analysis was on the alignment between the *RCSO Agreement for Law Enforcement Services* with the City's *Policing Recommendations*. Specifically, the *Scope of Services* section of the agreement and the *Policing Recommendations* found on p. 11 of *The City of Falcon Heights Inclusion and Policing Task Force – Overview of Recommendations*. These four primary recommendations include *Police-Community Relationships*, *Training and Capacity*, *Data and Transparency*, and *Priorities for Policing Activity*.

The CVBI noted in section A.1.g. of the agreement that the RCSO provides *Response to medical, fire, and other emergencies*. This service does align with City's *Recommendation: Priorities for Policing Activity*, specifically *Emergency response*. However, the CVBI was unable to identify other provisions of the services agreement that directly align with the City's *Policing Recommendations*.

Summary of Alignment of RCSO Agreement for Law Enforcement Services with City's Satisfaction with Policing

Services Recommendations. As described in the first deliverable, focus group participants were asked how to increase community/police trust. This focus group process clarified that the police officer attributes/behaviors that most increase trust are honesty, leadership respect, and service. Based on these findings, the CVBI explored the *RCSO Agreement for Law Enforcement Services* for overt or subtle references to these attributes/behaviors. Unfortunately, no such references could be located.

The focus group participants were also asked to complete a policing services satisfaction survey. The content for the questions was based on the City's *Policing Recommendations*. The results showed that the participants were *dissatisfied to somewhat dissatisfied* with the 13 of the 14 service recommendations identified in the City's *Policing Services Recommendations*.

The City also used the content from the *City's Policing Recommendations* to coordinated a second policing services survey of residents. The results of this survey of residents indicated that the most frequent response was *unsure/unable to rate*. However, one question had a 100% response rate without any ratings of *Unsure/Unable to*

Rate. This question was Q1.1 – *I regularly see Falcon Heights’ contracted Law Enforcement Officers in my neighborhood and/or in the community*. 44.8% of residents responded that they *disagree* with this statement and 41.3% *agreed* with this statement. The highest *satisfied* score in the survey was with the statement *Emergency Response* at 57.7% with 26.9% responding *Unsure/Unable to Rate* and 10% choosing not to answer.

The lowest *agree* scores were with the statements *Falcon Heights’ contracted Law Enforcement Officers are well-equipped to handle citizens with a mental health crisis* at 13.8%, with 65.5% responding *Unsure/Unable to Rate*; and *Falcon Heights’ contracted Law Enforcement Officers are well-trained in de-escalation, cultural competency*, at 14.3%. with 60.7% responding *Unsure/Unable to Rate*.

Summary of Alignment of the RCSO Agreement for Law Enforcement Services with City’s RCECC Policing Services

Data. The CVBI was unable to identify overt alignment of the RCECC data with the RCSO Agreement for Law Enforcement Services Section A.1 – *Scope of Services* subparagraphs:

- 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 scene processing services;*
- e. *Criminal investigative and crime scene processing services;*
- f. *Follow up on reported crimes with persons who reported the crime including routine notification by telephone or mail as the status of the investigation;*
- 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*

Baseline Policing Services Considerations. To establish a baseline (i.e., minimum staffing) for policing services, it is useful to examine the frequency of 911 calls and incident reports. These two factors take into consideration the community’s perceived need for policing services (i.e., 911 calls) and the patrol officers’ determination of safety concerns that merit documentation (i.e., incident report). The available 2018 through 2022 data indicates that, on average, less than 30 minutes per day have been used to respond to 911 calls and prepare incident reports. Therefore, in the City of Falcon Heights, the daily baseline staffing for policing services should anticipate the need to spend 30 minutes responding to slightly more than two 911 calls and writing approximately one incident report. Unfortunately, the RCSO Agreement for Law Enforcement Services does not include guidelines for using RCECC data to determine the City’s police staffing needs.

Additional areas not addressed in the RCSO Agreement for Law Enforcement Services.

Number and frequency of outside agency assistance required

The City requested information related to the number of times the Falcon Heights patrol officer required mutual aid. Specifically, the CVBI was asked to analyze the *number and frequency of outside agency assistance required*. In other words, how many times did incidents in the City require mutual aid from other police agencies? While there were police activities in Falcon Heights in which other agencies were noted on the computer aided dispatch (CAD) record, it was not possible to ascertain if the other agency participated out of necessity or courtesy. In short, the CVBI was unable to confidently identify policing services where mutual aid was specifically requested in Falcon Heights between 2018 and 2022.

Staffing needs by type of service call

While there were service calls where multiple units responded to incidents in the City, it not clear which of those incidents required additional officers and which incidents included officers who self-deployed out of courtesy or an abundance of safety.

Effects of community policing on discretionary patrol time and the time necessary to conduct proactive police activities.

Based on the available ECC data, the CVBI was not able to determine the effects of community policing on discretionary patrol time. However, as noted in Tables 3.7, 3.8, and 3.9, policing service-related incidents required less than 30 minutes per 24-hour period. Therefore, it seems reasonable that there are opportunities to participate in specific and measurable community policing and proactive activities that would not interfere with the ability to respond to the residents' 911 calls or the completion of incident reports.

Alignment of the RCSO Agreement for Law Enforcement Services with the RCSO 2023 Budget Estimate and actual policing services delivered in the City. In Table 3.13, *the RCSO Contract Police Services Cost Allocation Model shows the Falcon Heights "Calls for Service" as 2,040 in 2021*. In contrast, according to 2021 RCECC data shown in Table 3.7, there were 701 911-Calls for police services in Falcon Heights. It is not clear why the RCSO data is different from the RCECC data. Also, the *Investigations/Case Assigned* section of Table 3.13, does not account for the amount of time required for these cases. For example, how many arrests are made per year in Falcon Heights? Also, the RCSO cost allocation may or may not be based on the classification of the cases assigned. For example, how many investigations were classified as misdemeanor, gross misdemeanor, and felony? This is important information because felony cases tend to be more complex and require more investigative time than misdemeanor cases. Additionally, it would be helpful for the City to know the number of investigations that resulted in conviction.

In Table 3.14, the *Cost Estimate by Cost Center* may or may not be a fair allocation for the City. It would be helpful to know frequency and amount of time necessary for officers assigned to Falcon Heights to complete the *Scope of Services* listed in the agreement. In addition, there is no direct mention in the *RCSO Agreement for Law Enforcement Services* of services that are dedicated to improved community satisfaction.

Some of examples of the RCSO services that could improve the residents' level of satisfaction include systematic:

- Hosting of community policing events in addition to National Night Out
- In addition to *calls for service*, publishing Falcon Heights incident information containing the frequency and locations of:
 - Assigned cases by classification:
 - Misdemeanor
 - Gross Misdemeanor
 - Felony
 - Cases that required crime lab or forensic services
 - Cases that required the animal control officer to respond to Falcon Heights
 - Arrests by classification:
 - Misdemeanor
 - Gross Misdemeanor
 - Felony
 - Recovered property reports
- RCSO-initiated meetings with the City to discuss levels of service, achievements, and goals

Conclusion. Based on the evaluations of the RCSO *Agreement for Law Enforcement Services*, the City's *Policing Recommendations*, residents' satisfaction rate, RCECC police response data, and costs for current policing services, there is a lack of alignment. Therefore, the CVBI examined the *RCSO Agreement for Law Enforcement Services* for opportunities to amend it so that it differentiates the City's desired policing services and associated costs from those of the other cities contracting with the RCSO. The other cities currently contracting (i.e., Contract Cities) with the RCSO for law enforcement services include Falcon Heights, Arden Hills, Little Canada, North Oaks, Shoreview, Vadnais Heights, and White Bear Township. Below is language from the Board of Commissioners' resolution concerning the RCSO's policing service agreement which provides the historical and current foundations for the agreement.

Board of Commissioners Resolution B2022-280 notes the following:

The Ramsey County Sheriff's Office has historically entered into agreements with municipalities within Ramsey County for the provision of law enforcement and public safety services, including patrol, investigations, crime prevention, community outreach, and animal control.

Contracting law enforcement and public safety services with the Ramsey County Sheriff's Office provides many advantages. These advantages include cost savings by sharing personnel and resources. Overall operating costs are controlled by sharing personnel, supervision, administrative functions, facilities, vehicles, equipment, and training among the municipalities. Since 1958, this cooperative model has demonstrated how sharing services among municipalities can achieve effective, efficient, and economical law enforcement and public safety services.

The RCSO administration and costs for law enforcement services are based on a service model for contiguous communities and uses a cost sharing formula that has been evolving since 1958. Unfortunately, Falcon Heights is not contiguous to the other *Contract Cities* and does not easily fit into RCSO's longstanding staffing and cost allocation model. With this background in mind, if Falcon Heights desires to align its policing services with actual citizen-initiated 911 calls, formal police reports, and the achievement of community outreach and satisfaction goals, then the City should consider negotiating an agreement that is independent from the current RCSO *Agreement for Law Enforcement Services*. Perhaps the RCSO would be willing to enter into an independent agreement with the City. If not, the City may wish to ask nearby police agencies to consider extending services to Falcon Heights.

Section 4

Future Policing Service Recommendations

The objective of the second primary area of analysis was to prepare *Future Policing Service Recommendations* for the City. The analysis and guidance for this primary area are delineated in the scope of services as:

Future Service Recommendation:

Advise the City on future police needs by providing recommendations on strategic policing services by:

- *Analyzing the current police services provided by nearby communities*
- *Determining the various options for the City to either provide or contract for police service*
- *Drafting a report on how to structure future contracts for police services*

This portion of the report is a multidimensional view of factors associated with the provision of policing services. These factors include the City's *Policing Recommendations*, current policing services agreement and costs, community satisfaction, annual calls for service and incident reports, and policing services agreements in nearby cities. The objective with the report is to provide the City's policy makers and residents with reliable information that can be utilized to positively inform future policing services agreements.

Analyzing the current police services provided by nearby communities. The Center for Values-Based Initiatives (CVBI) was able to identify the basic characteristics of the City of Falcon Heights and then search for comparable cities in Minnesota. This selection method is preferred because of the commonality of State laws, municipal governance, wage standards, and labor laws. In the event comparable communities were not found, the search would have broadened to include the Midwest Region of the United States. Fortunately, there were several suitable comparison communities in the Twin Cities metropolitan area.

In addition to a focus on the Twin Cities metropolitan area, CVBI compared policing service contracts based on the community's population size, area, and full-time equivalents/employees (FTE). The primary points of comparison were based on the size of the population served and net cost of the policing services contract. The FTE and net cost data are based on the available information from the Ramsey County Sheriff's Office (RCSO), Anoka County Sheriff's Office (ACSO), and City of Saint Anthony Police Department. For consistency, Metropolitan Council data (Metropolitan Council, 2023) was referenced for the comparison community's population size and area. Note: the term *police officer* should be considered synonymous with *sheriff's deputy* and the term *police department* should be considered synonymous with *sheriff's office*.

Comparison communities based on population.

City of Falcon Heights

Community profile:

Falcon Heights is a city in Ramsey County, Minnesota. The city is considered part of the inner ring and a fully developed suburb in the Minneapolis and Saint Paul metropolitan area. It is bordered by the cities of Lauderdale to the west, Saint Paul to the south and east, Roseville to the north and east, and two miles of west of Minneapolis. Falcon Heights is also home to the University of Minnesota's Saint Paul Campus, Bell Museum, Les Bolstad Golf Course, Minnesota State Fairgrounds, and Gibbs Museum. Historically, Falcon Heights has found it cost effective to contract cooperatively with other municipalities and Ramsey County for many of its services; examples of service providers include the Saint Paul Fire Department for fire protection and the Ramsey County Sheriff's Office for policing services. www.falconheights.org/comprehensive-plan

Selected statistics:

Population: 5,125

Area: 2.2 square (sq) miles

Area of State Fair: .5 sq mile

Area of University of Minnesota – Saint Paul Campus: .7 sq mile

Actual area requiring City of Falcon Heights policing services: 1 sq mile

Current policing services contract

Police Officers: 6 FTE

RCSO Net Cost: \$1,244,978.17

City of North Oaks

Community profile:

North Oaks is a city in northern Ramsey County. It is bordered by the cities of Shoreview to the west, Vadnais Heights to the south, White Bear Township to the east, and Lino Lakes, Anoka County to the north. The city does not own property. It is unique in Ramsey County because residents' properties extend to halfway across the road. Therefore, all roads in the City are private and only for the use of North Oaks residents and their invited guests. The North Oaks Home Owners' Association owns the park and recreation areas and trails throughout the city. The City of North Oaks is responsible for providing police and fire protection. The city contracts with the Lake Johanna Fire Department for fire protection and the Ramsey County Sheriff's Office for policing services.

<https://www.northoaksmn.gov/about-north-oaks>

Selected statistics:

Population: 5,306

Area: 8.6 sq miles

Current policing services contract

Police Officers: 4.25 FTE

RCSO Net Cost: \$882,759.41

City of Lauderdale

Community profile:

Lauderdale is a city in Ramsey County and an inner ring suburb. It is bordered by the cities of Minneapolis to the west, Saint Paul to the south, Falcon Heights to the east, and Roseville to the north. The city contracts with the Saint Paul Fire Department for fire protection and the St. Anthony Police Department for policing services.

www.lauderdalemn.org/comprehensive-plan

Selected statistics:

Population: 2,247

Area: 0.4 sq miles

Current policing services contract

Police Officers: 4.25 FTE

Sergeant: .5 FTE

Community Service Officer: .05 FTE (2 hours per week)

Saint Anthony Police Department Net Cost: \$860,310

City of Columbus

Community profile:

Columbus is a city in Anoka County. It is located at the northern merge of Interstate Highways 35W and 35E and bordered by the cities of Ham Lake and East Bethel to the east, Lino Lakes to the south, Forest Lake, Washington County to the east, and Linwood Township to the north. The City owns and operates a volunteer fire department through a joint powers agreement with the City of Forest Lake and policing services are provided through a contract with the Anoka County Sheriff's Department. <https://www.ci.columbus.mn.us/about>

Selected statistics:

Population: 4,167

Area: 47.6 sq miles

Current policing services contract

Police Officers: 2.52 FTE

Community Service Officer: .125 FTE (5 hours per week)

ACSO Net Cost: \$427,185

Comparison communities based on net cost of policing services.

White Bear Township

Community profile:

White Bear Township is located in northeastern Ramsey County. It is bordered by the cities of North Oaks to the west and White Bear Lake to the south, the Washington County cities of Dellwood and Birchwood Village to the east, and Hugo to north. The Township also shares a portion of its northwest border with the City of Lino Lakes, Anoka County. The city contracts with the White Bear Lake Fire Department for fire protection and the Ramsey County Sheriff's Office for policing services. www.whitebeartownship.org/Township-Overview

Selected statistics:

Population: 10,985

Area: 11.0 sq miles

Current policing services contract

Police Officers: 4.8 FTE

RCSO Net Cost: \$1,153,188.91

City of East Bethel

Community profile:

The City of East Bethel is situated in northeastern Anoka County. It is bordered by the cities of Bethel, Saint Francis, and Oak Grove to the west, Ham Lake to the south, Columbus and Linwood Township to the east and Isanti County to the north. The city has its own fire department with policing services being provided through a contract with the Anoka County Sheriff's Department. www.ci.east-bethel.mn.us/About-East-Bethel

Selected statistics:

Population: 11,791

Area: 47.7 sq miles

Current policing services contract

Police Officers: 7.6 FTE

Community Service Officer: .5 FTE (20 hours per week)

ACSO Net Cost: \$1,264,756

City of Arden Hills

Community profile:

The City of Arden Hills is located in northern Ramsey County. It is bordered by the cities of Mounds View and New Brighton to the west, Roseville to the south, and Shoreview to the east and north. Arden Hills is one of only a few cities in Minnesota that has more people working in the city than the city has residents. Examples of organizations with 500+ employees include Land O'Lakes, Boston Scientific, Bethel University, University of Northwestern, and Presbyterian Homes of Arden Hills. The city contracts with the Lake Johanna Fire Department for fire protection and the Ramsey County Sheriff's Officer for policing services. www.cityofardenhills.org/Community-Profile

Selected statistics:

Population: 9,897

Area: 9.6 sq miles

Current policing services contract

Police Officers: 5.5 FTE

RCSO Net Cost: \$1,380,348.44

Each of the above cities have features that make them unique communities. Therefore, there is no exact comparison city for Falcon Heights. However, the community profiles and selected statistics are useful in providing situational awareness for the City of Falcon Heights regarding current policing service agreements within the Twin Cities metropolitan area.

Determining the various options for the City to either provide or contract for policing services. The information below outlines important considerations for a community selecting its policing services model. The CVBI presents information regarding the general advantages to contracting for policing services and, if the community desires to establish its own police department or compare service providers, considerations to guide decision making.

General advantages to contracting with a large police department for policing services.

Primary policing services

Dedicated patrol coverage during the contract service hours

During the contract service hours, the city receives designated squad cars and officer(s) who operate and serve exclusively within the city. These services include response to calls for service, investigation, preventive patrol, and traffic enforcement.

Investigation services

Investigation of criminal offenses occurring within the city are included the department's policing services. Investigators can be specifically assigned to investigate the cases within the contract city.

City liaison

The police department assigns a staff member to regularly interact with city officials to ensure the department is meeting the community's needs. This includes contact with city council members and/or city staff, attendance at council meetings, and participation in city staff meetings.

Backup services

The police department has sufficient staff to provide backup and support for incidents requiring additional officers and/or resources. This backup and support are included in the contracted services.

Supervision

The police department provides on-duty supervision of patrol officers. In addition, the department has experienced leaders who can assist the city achieve its policing service goals.

Personnel services

All personnel matters are managed by the police department and included in the contract. These matters include:

- Hiring and Testing. The hiring and testing process are lengthy and staff intensive. The process includes interview panels, physical agility testing, psychological examinations, medical examinations, and thorough background investigations. In addition, the officers undergo field training comprised of a several month period to ensure proficiency in the duties required of police officers.
- Staffing. The police department is able to provide consistent staffing coverage because they have the personnel resources to manage absences due to illness, injury, vacation, or training.
- Disciplinary issues
- Labor contract negotiations
- Internal affairs investigations
- Benefits management
- Payroll processing
- Professional training. Significant training is required to reduce liability and ensure the competency of all personnel. This includes numerous training components required by state statute and the Minnesota Peace Officers Standards and Training (POST) Board.
- Uniform outfitting
- State peace officer licensing costs
- Injuries on duty. The service contract covers workers' compensation issues and the replacement of officers who are injured and unable to perform their duties.
- Policy and procedures manual governing officers' actions guarding against the inherent liability associated with the completion of law enforcement duties.

- Leaves of absence. The size and flexibility of the police department allows for sufficient personnel to cover leaves afforded by Family and Medical Leave Act (FMLA) and other extended absences.

Vehicles and equipment

The police department has a large vehicular fleet and capacity to cover equipment shortages due to loss, damage, or maintenance needs. For example, if the contract city has a designated squad that is damaged, a replacement squad can be immediately substituted. Additionally, the contract includes squad ordering, equipment setup, replacement, insurance, fuel costs, repairs, and maintenance.

Canine services

The police department has a canine unit available to the City.

Crime prevention service

The police department has a crime prevention team who will work with the community to provide neighborhood watch programming and other crime prevention services.

Victim services

The police department has staff available to aid crime victims in the navigation of the legal system and assistance in locating support programs.

Records services

The police department has a records system that is able to accommodate the workload generated by the service contract. Additionally, the adherence to data practices statutes and costs associated with records management are included in the service contract.

Community Service Officers (CSO)

The police department offers CSO options to assist the city with parking issues and administrative tasks.

Volunteer services

The police department has reserve, explorer, and chaplain resources who are able to assist with planned events and large-scale incidents.

Background checks

The police department provides background checks for city employees and city licensing purposes.

Liability

The police department retains liability for law enforcement actions within the city.

Contracting with a policing service provider or establishing a police department.

Considerations to guide decision making

Experience Level

Does the potential service provider have experience delivering contract policing services?

Staffing services

Any alternative policing service must be able to respond 24 hours a day and seven days a week to calls for policing services. Does the alternative method of providing services meet the complete needs of the city?

In addition to the calls for service workload, there are other staffing requirements. For example, does the provider have sufficient investigative resources to conduct follow-up investigations on misdemeanor, gross misdemeanor, and felony offences? Do they have records staff and records management capacity to meet the workload? Do they have the additional resources necessary for large scale incidents, special city events, and emergent circumstances?

Does the service provider allow the city to participate in the selection of the officers who will serve their community? If so, will the provider allow the city to use the values of *Honesty, Leadership, Respect, and Service* as the primary criteria for officer selection?

Fleet services

Does the service provider have capacity to replace the city's dedicated patrol vehicle in the event of damage or breakdown? Also, if there is total damage to the vehicle, how will the replacement costs and the immediate acquisition of a new vehicle be managed?

Crime Scene Services (CSS)

Does the service provider have CSS capable of the evidentiary processing of crime scenes and vehicles, as well as experience preserving and submitting evidence for forensic examination?

Forensic Science Services

Does the service provider have the capability to detect and recover latent fingerprints and DNA, test drugs, and manage evidence?

Investigative Services

Does the service provider have felony-level investigative services, including on-call investigative services?

Computer, video, and mobile phone forensic services

Does the service provider have the capacity to conduct specialized investigations in the areas of computer, video, and mobile phone analysis?

Drug investigation services

Does the service provider partner with a drug task force and coordinate resources for crimes related to the sale, possession, and manufacturing of controlled substances?

Special tactics services

Does the service provider have the capacity to respond to high-risk incidents that require specialized tactical services such as SWAT and canines?

Unsolicited proposals

If it becomes known that a community is considering a change in its policing services, the city may receive unsolicited proposals to help create a police department. Public officials should cautiously consider these proposals because the individuals who offer them may not have experience launching or leading a police department. Unfortunately, these individuals often lack an understanding of the depth of requirements associated with public administration, criminal investigations, professional liability, and the actual time and costs associated with launching a police department.

Furthermore, it is difficult to find evidence that establishing a police department is less expensive than contracting for policing services. The idea of a community having its own police department should be balanced with an understanding of the initial and ongoing challenges. For example, founding a new police department will require immediate and substantial time and startup costs. These costs stem from the administrative time necessary to develop infrastructure for timekeeping, payroll, incident recordkeeping, fleet management, employee contract negotiation, recruitment, selection, training, benefit management, employee wellness programs, and risk management (i.e., creating a policy manual, addressing employee discipline issues, conducting internal investigations, and managing litigation protocols).

Considerations for structuring the City's future policing services. The CVBI employed a multidimensional exploration of the City of Falcon Heights' policing services with the objective of providing policy makers and community members information that can be used to positively inform future policing services agreements. Specifically, the CVBI analyzed the City's policing services agreement with the Ramsey County Sheriff's Office (RCSO), the levels of community satisfaction with policing services, the Ramsey County Emergency Communication Center (RCECC) summary of the City's policing services from 2018 through 2022, the RCSO 2023 budget estimate, the current policing services provided by nearby communities, and the options for the City to either provide its own, or contract for, policing services.

Based on the analysis of the *RCSO Agreement for Law Enforcement Services*, the *City's Policing Recommendations*, residents' satisfaction rate, RCECC police response data, and net costs for current policing services, there is a general lack of alignment with the City's priorities. In addition, the RCSO contract administration and costs for law enforcement services are based on a service model for contiguous communities and uses a cost sharing formula that has been evolving since 1958. Unfortunately, Falcon Heights is not contiguous to the other contracted cities and does not easily fit into RCSO's longstanding staffing and cost allocation model. With this background in mind, if Falcon Heights desires to align its policing services with citizen-initiated 911 calls, formal police reports, and the achievement of community outreach and satisfaction goals, then the City should consider negotiating an agreement that is independent from the current *RCSO Agreement for Law Enforcement Services*. Perhaps the RCSO would be willing to enter into such an independent agreement with the City. If not, the City may wish to ask nearby police departments to consider extending services to Falcon Heights.

If the City decides to consider contracting with another police department, the following sections provide *Guidance for the general scope of services* and *Guidance for the alignment of services with the City's Policing Recommendations* through the incorporation of specific contractual provisions.

Guidance for the general scope of services. The police department agrees to provide qualified and tactically equipped personnel and the following policing services in the City of Falcon Heights:

1. Emergency patrol services with purposeful patrolling of residential areas, businesses, parks, and other public property areas
2. Enforcement of State of Minnesota statutes, traffic code, and city ordinances
3. Police incident report management
4. Traffic safety
5. Crime prevention (i.e., engage and educate the community, develop block clubs/neighborhood watch groups, and facilitate National Night Out)
6. Criminal investigation
7. Crime scene processing
8. Crime victim services (i.e., notifications of the status of the investigation and assistance locating victim support resources)
9. Volunteer programs (i.e., police reserves, explorers, and chaplains)
10. Background checks
11. Community special event traffic and patrol services
12. Attendance at city council meetings (i.e., provide formal and informal updates regarding community safety)
13. Report on policing activities and investigations (i.e., weekly, monthly and annually)
14. Animal control
15. Supervision of officers
16. Fleet management
17. Communication and technology resources

Guidance for the alignment of services with the City's *Policing Recommendations*.

Additional contractual provisions

The police department and City of Falcon Heights should mutually agree to fulfill the following provisions:

The police department and City will continuously work to increase community/police trust. To this end, the City will collaborate with the police department in the selection of the primary officer(s) who serve in the City of Falcon Heights. The focus of the selection will be based on the officer's *honesty, leadership, respect, and service*.

The police department and City will base minimum patrol staffing and hours of service on the frequency of the community's 911 calls, number of police incident reports, and volume of calls for service by time of day and day of week.

The police department and City will provide annual public reports delineating the progress implementing the City's *Policing Recommendations*. Specifically, these reports will include content that aligns with the four primary recommendations of *Police-Community Relationships, Training and Capacity, Data and Transparency, and Priorities for Policing Activity*.

The police department and City will provide online opportunities for the community to rate their satisfaction with implementation of the City's *Policing Recommendations on Police-Community Relationships, Training and Capacity, Data and Transparency, and Priorities for Policing Activity*.

The police department and City will establish priorities and practices for proactive police visits.

The City will compensate the police department for investigative services. These services include criminal case investigation, crime scene processing, evidence analysis, and recovered property management. Compensation will be based on the average hourly investigator rates plus associated administrative costs.

The police department and City will collaboratively host a minimum of three community policing events per year.

The police department and City will collaboratively publish Falcon Heights focused crime prevention information via newsletter, email, and/or social media.

The police department and City will provide online access to the public information associated with calls for police service and police incident information.

The police department will provide the City's administration with access to specific monthly, quarterly, and annual crime reports. These reports will include public information associated with:

- Assigned cases by classification:
 - Misdemeanor
 - Gross Misdemeanor
 - Felony
- Arrests by classification:
 - Misdemeanor
 - Gross Misdemeanor
 - Felony
- Cases that required crime lab or forensic services
- Cases that required animal control officer response
- Recovered property reports

The police department and City will meet annually with the City to discuss levels of service, achievements, and future goals.

Note. Policing service agreements in Minnesota include standard legal language related to liability, indemnification, insurance, term of agreement/termination, budget, and disbursement of funds. If the scope of services and above service provisions are not in alignment with the City's priorities, then it is not necessary to include the customary contract legal language at this time. Therefore, the CVBI has chosen to leave these legal details out of this guidance. If the City decides to pursue a formal agreement with another police department, the CVBI will work with the City and help address the legal terms and conditions.

Guidance for establishing baseline policing services. Future policing services agreements should include the rationale for baseline services (i.e., minimum staffing). This rationale should be based on the frequency of 911 calls and incident reports. These two factors are helpful because they take into consideration the community’s perceived need for policing services (i.e., 911 calls) and the patrol officers’ determination of safety concerns that merit documentation (i.e., incident report).

Also, the City should identify the type of activities that constitute proactive police visits and the desired frequency of those activities. Combining the 911 calls with incident reports and specific proactive police visits will help establish a reasonable staffing baseline for the City’s necessary and desired policing services.

As noted in the *Workload Analysis* and *Contract Analysis*, the City’s available 2018 through 2022 incident data indicates that, on average, less than 30 minutes per day have been used by officers to respond to 911 calls and prepare incident reports. Therefore, the baseline staffing for policing services should anticipate the need for officers to spend 30 minutes responding to slightly more than two 911 calls and/or writing one incident report per day. See Appendix H.

The following tables show incident report and calls for service data organized by day of week and time of day. This information may also be useful in setting baseline service levels. For example, in Table 4.1 – *Frequency of incident reports by day of week*, the CVBI has highlighted in yellow the days of Monday through Friday and, in Table 4.2 – *Frequency of Incident Reports by Time of Day*, the hours of 10am through 6pm. This data shows a general pattern that if those days and hours were staffed with a full-time officer, the City could anticipate this officer to annually complete nearly 50% the City’s incident reports.

Table 4.1
Frequency of Incident Reports by Day of Week

Day	2018	2019	2020	2021	2022
Sunday	16	36	25	36	32
Monday	31	48	47	35	39
Tuesday	25	43	35	33	29
Wednesday	23	35	42	29	46
Thursday	30	45	38	39	33
Friday	23	40	43	24	41
Saturday	21	45	35	26	41
Totals	169	292	265	222	261

Table 4.2*Frequency of Incident Reports by Time of Day*

Time	2018	2019	2020	2021	2022
12AM - 1AM	8	9	8	6	3
1AM - 2AM	4	7	9	7	4
2AM - 3AM	2	6	5	2	6
3AM - 4AM	1	3	1	1	2
4AM - 5AM	3	3	1	2	3
5AM - 6AM	2	0	3	4	2
6AM - 7AM	2	7	7	6	4
7AM - 8AM	5	13	10	3	11
8AM - 9AM	4	14	16	10	13
9AM - 10AM	13	15	12	11	13
10AM - 11AM	6	8	11	8	12
11AM - 12PM	8	22	18	18	10
12PM - 1PM	7	22	15	13	12
1PM - 2PM	11	13	14	13	9
2PM - 3PM	11	19	17	23	10
3PM - 4PM	9	19	14	12	19
4PM - 5PM	9	16	15	6	16
5PM - 6PM	11	24	13	22	27
6PM - 7PM	9	16	17	11	13
7PM - 8PM	9	16	13	13	20
8PM - 9PM	6	9	19	8	17
9PM - 10PM	8	6	11	7	14
10PM - 11PM	9	16	12	8	10
11PM - 12AM	12	9	4	8	11
Totals	169	292	265	222	261

For additional context, it is helpful to know the most frequent “problems” that prompt residents to call 911 or the police non-emergency number. Table 4.3 shows the *2021 and 2022 Ten Most Frequent 911 and Non-Emergency Calls by “Problem.”* Many of these calls are associated with “problems” such as suspicious activity, 911 hang ups, disorderly conduct, and parking complaints. The majority of these calls for service are closed as “gone on arrival,” “advised,” or “assisted” and, as such, do not require incident reports or lengthy police intervention.

Table 4.3*2021 And 2022 Most Frequent 911 and Non-Emergency Calls by “Problem”*

2021	Problem	Frequency	2022	Problem	Frequency
1	Suspicious Activity	88	1	Traffic Accident	85
2	Disorderly Conduct	56	2	Suspicious Activity	79
3	Traffic Accident	50	3	Disorderly Conduct	63
4	Parking Complaint	46	4	Parking Complaint	50
5	911 Hang Up	41	5	Alarm Sounding	43
6	Dangerous Condition	40	6	911 Hang Up	40
7	Welfare Check	40	7	Dangerous Condition	38
8	Theft and Theft from Auto	34	8	Welfare Check	36
9	Disturbance/Noise Complaint	29	9	Assist Citizen	33
10	Alarm Sounding	27	10	Theft and Theft from Auto	31
Total		451	Total		498

The CVBI also chose to isolate the 911 calls for policing services because, from the residents’ perspective, these calls tend to be “problems” significant enough to warrant a prompt police response. The frequency of residents’ more urgent calls for service are shown in Table 4.4 – *Frequency of 911 Calls by Day of Week* with the highest call volume on Saturday, Tuesday, and Monday.

While it may seem wise to require another officer be assigned to cover these days, the City should be aware that many of these “frequent” calls are those listed in Table 4.3. Not only are these calls intermittent and brief in duration, the actual frequency of these calls is quite small. For context, consider the frequencies noted in Table 4.4. There are 52 weeks in a year and there were 54 total 911 calls on Tuesdays in 2022 (see highlight in yellow). Annually, this means there was approximately one 911 call per Tuesday (i.e., 24-hour period). Another way to think about Table 4.4 is to remember that a frequency of 52 would mean there was one call per week on that day and a frequency of 78 would mean there were 1.5 calls per week on that day.

Table 4.4*Frequency of 911 Calls by Day of Week*

	2018	2019	2020	2021	2022
Sunday	67	52	50	49	39
Monday	62	55	69	63	65
Tuesday	71	69	58	68	54
Wednesday	69	53	61	38	80
Thursday	68	61	57	53	63
Friday	67	70	59	40	67
Saturday	86	79	46	73	67
Totals	490	439	400	384	435

Additionally, the CVBI examined the time of day data for patterns that could inform police staffing models. Table 4.5 – *Frequency of 911 Calls by Time of Day* shows the highest 911 call volume between 5pm and 10pm. Once again for context, the CVBI chose to provide selected examples of the “frequency” of 911 Calls.

These examples are highlighted in yellow in Table 4.5. One example shows that in 2021, between 5PM and 6PM, there were 34 911 Calls. This means, annually, there were less than three 911 calls per month between 5PM and 6PM.

Similarly, in 2022, between 6PM and 7PM, there were 24 911 Calls. This means, annually, between the hours of 6PM and 7PM, there were two 911 calls per month. The daily and hourly breakdowns of the frequency of City’s 911 Calls in Tables 4.4 and 4.5 indicates there is not enough 911 activity to fully occupy police officers working 24 hours per day and 7 days a week.

Table 4.5
Frequency of 911 Calls by Time of Day

	2018	2019	2020	2021	2022
12AM - 1AM	18	14	12	8	13
1AM - 2AM	20	9	16	13	8
2AM - 3AM	14	9	10	4	10
3AM - 4AM	7	8	5	4	8
4AM - 5AM	13	6	4	5	6
5AM - 6AM	4	3	6	8	3
6AM - 7AM	7	5	7	10	7
7AM - 8AM	21	14	14	7	11
8AM - 9AM	23	5	17	13	14
9AM - 10AM	22	15	12	12	14
10AM - 11AM	13	12	14	11	13
11AM - 12PM	13	29	16	21	16
12PM - 1PM	25	18	14	23	17
1PM - 2PM	26	20	23	20	20
2PM - 3PM	27	18	25	22	22
3PM - 4PM	33	32	17	16	26
4PM - 5PM	23	34	17	9	23
5PM - 6PM	44	41	28	34	39
6PM - 7PM	27	32	28	25	24
7PM - 8PM	21	26	31	33	27
8PM - 9PM	32	32	24	22	36
9PM - 10PM	25	29	28	21	32
10PM - 11PM	15	15	21	24	23
11PM - 12AM	17	13	11	19	23
Totals	490	439	400	384	435

Summary. The content of this primary area of analysis was developed through the examination of the current police services in nearby communities provided by the ACSO, RCSO, and Saint Anthony Police Department, determining the various options for the City to either provide or contract for policing services, and opportunities for the structuring of future contracts for police services. To be as comprehensive as possible, this portion of the report utilized a multidimensional view of the factors associated with the provision of strategic policing services. These factors were based on what the CVBI learned regarding the City's *Policing Recommendations*, current policing service agreement and costs, community satisfaction, annual 911 calls, incident reports, Ramsey County Emergency Communication Center (RCECC) data, and nearby community policing services agreements.

The CVBI's objective with this analysis is to provide policy makers and community members with reliable information that can be utilized to positively inform the City's future policing service goals for safety, satisfaction, and fiscal responsibility.

Section 5

Task Force Recommendations Implementation

The objective of the third primary area of analysis was to analyze the City's *Future Policing Service Recommendations*. The analysis and guidance for this primary area are delineated in the scope of services as:

Recommend how the City can implement the recommendations of the Falcon Heights Task Force on Inclusion and Policing by:

- *Analyzing the current recommendations that were adopted by the City Council on May 24, 2017*
- *Determining which of the recommendations have been completed or addressed to date.*
- *Developing a report of actionable steps that can be undertaken in the current or future police contracts to address the Task Force recommendations.*

The focus of this primary area of analysis is *The City of Falcon Heights Inclusion and Policing Task Force – Overview of Recommendations*. Particular attention was given to the *Adopted Guiding Principles for Implementing Policing Recommendations* and the elements noted in the *Task Force Recommendations* (pp. 11-12). The overarching objective is to provide policy makers and residents with actionable steps to implement, measure, and evaluate the *Task Force Recommendations*.

Analysis of the current recommendations that were adopted by the City Council on May 24, 2017. It is a best practice to evaluate periodically and intentionally a community's guiding principles for governance (International Organization for Standardization, 2019). To this end, the CVBI was contracted to analyze the *Principles for Implementing Policing Recommendations* made in 2017. These principles seem to have been written as a preamble that could establish the context for the specific recommendations detailed in the *Policing Recommendations*. First, the CVBI analyzed the statement on *Culture and Values* and then systematically analyzed each of policing recommendations. Below is the full statement of *Adopted Guiding Principles* from 2017:

Culture and Values

Anti-discrimination culture. Everyone – residents, city government leaders, police officers, and others – need to actively acknowledge the long history and current reality of racism and other forms of discrimination in our country. In City Council meetings, community conversations, and our Task Force meetings, many people have spoken to their lived experience of stereotyping and bias, yet privilege allows some people to even deny that stereotyping and bias exist and are problems. The Task Force was charged to look at policing. We recognize that policing reform is needed in our country. However, we emphasize also the need for work throughout the community to recognize and address inequity, injustice, and discrimination.

Respect for Life. Respect for life and minimizing harm to all are our highest priorities in public safety and policing. The mutual safety and well-being of the public and police officers are essential.

Community Values. Our community, including our public safety officers, should uphold and advance all of our community values. A statement of these values should be included in any contract for police services.

Anti-profiling. Policing patterns that are in effect profiling are contrary to our community values and damage community-police trust and the protection of everyone's well-being. We strongly affirm the obligation to treat all people fairly and equally under the law, without discrimination on the basis of race,

color, creed, religion, national origin, gender, marital status, familial status, disability, public assistance status, age, or sexual orientation.

The following policing recommendations set forth goals and frameworks for strengthening the realization of community values for public safety and policing. We preface them with a few caveats about what they do not include:

- We recognize that some of the following practices are already common practice in some police departments, while others are quite new. Collectively, we believe these practices are good foundations for ongoing, continual improvement in policing.*
- Our charge includes making recommendations on inclusion more broadly, as well as on policing specifically. In about a month, the Task Force will convey its recommendations for additional work on transforming our community to continually combat stereotyping and prejudice and advance mutually respectful relationships and inclusion of all.*
- We recognize that there is much work to be done to spell out the operational details for implementing these policing recommendations. In some cases, we are able to convey some more detailed implementation suggestions based upon the input of our expert panels and our review of the literature, although generally such work probably exceeds our domain of expertise and our compressed timeframe as a Task Force comprised of community volunteers. Furthermore, the police department serving Falcon Heights should be involved in sorting out the finer aspects of implementation. Clearly, however, the Task Force is invested in the accomplishment of these goals, and we ask the City Council to commit to implementation. Specifically, we suggest the City promptly enter into an agreement with subject matter experts in equity, policing, and public policy to work with the City Council and police department to develop a 2-year work plan and a 5-year strategy to implement these recommendations.*

Analysis of Adopted Guiding Principles for Implementing Policing Recommendations. The following provides an analytical overview of the content and recommendations that may serve to clarify the *Guiding Principles for Implementing Policing Recommendations*. The CVBI analyzed key statements contained in each descriptor of the *Culture and Values*.

Descriptor	Recommendations
<p>Anti-discrimination culture</p> <p><i>Everyone – residents, city government leaders, police officers, and others – need to actively acknowledge the long history and current reality of racism and other forms of discrimination in our country.</i></p> <p><i>In City Council meetings, community conversations, and our Task Force meetings, many people have spoken to their lived experience of stereotyping and bias, yet privilege allows some people to even deny that stereotyping and bias exist and are problems. The Task Force was charged to look at policing.</i></p> <p><i>We recognize that policing reform is needed in our country. However, we emphasize also the need for work throughout the community to recognize and address inequity, injustice, and discrimination.</i></p>	<p>The City may wish to confirm that this anti-discrimination statement conveys the City’s current perspectives on this issue. For example, the first sentence states, “<i>Everyone...need(s) to actively acknowledge the long history and current reality of racism and other forms of discrimination in our country.</i>” Since this is stated as a “need,” it would ordinarily mean that it is mandatory for “everyone.” Therefore, if a resident or employee were to ask, “How would you like me to <i>actively acknowledge the long history and current reality of racism and other forms of discrimination in our country?</i>” how would the City respond? If the City wishes to retain this statement, it would be helpful to residents and employees to know the specific ways they can meet this “need.”</p> <p>The next sentence includes the historical statement, “<i>In City Council meetings, community conversations, and our Task Force meetings, many people have spoken to their lived experience of stereotyping and bias, yet privilege allows some people to even deny that stereotyping and bias exist and are problems.</i>” Does this sentence help define the <i>Anti-discrimination culture</i>? Or is this a part of the City’s history that could be included elsewhere? The <i>Policing Recommendations</i> are a portion of the City’s legacy documentation; therefore, if the City decides to revise the preamble (i.e. <i>Culture and Values</i>), this sentence could be moved to an introductory statement that explains the origins of the <i>Policing Recommendations</i>. Similar to the above point, the next sentence <i>The Task Force was charged to look at policing</i>, may fit better in a separate background statement.</p> <p>The subsequent sentence reads “<i>We recognize policing reform is needed in our country</i>” seems to reiterate the core points made in the first sentence. Something for the City to consider is that residents and employees may get overwhelmed and feel hopeless if the problem is a national issue; they may wonder if they, as an individual, can make any positive difference.</p>

Descriptor	Recommendations
	<p>The last sentence in the <i>Anti-discrimination culture</i> paragraph reads “<i>However, we emphasize also the need for work throughout the community to recognize and address inequity, injustice, and discrimination.</i>”</p> <p>The word “need” is used again. Therefore, it would be helpful for residents and employees to know how to <i>work throughout the community to recognize and address inequity, injustice, and discrimination</i>. If this remains a City “need,” then it would be helpful for the City to clearly define or describe how residents and employees can <i>recognize and address inequity, injustice, and discrimination</i>.</p> <p>Overall, this descriptor tells the story of why the City has an <i>Anti-discrimination culture</i>. However, it does not provide tangible ways for residents and employees to demonstrate they agree with the statement or how they can promote an <i>anti-discrimination culture</i>. The City can help its residents and employees by clarifying the specific and measurable ways to develop and reinforce its <i>anti-discrimination culture</i>.</p>

Descriptor	Recommendations
<p>Respect for life</p> <p><i>Respect for life and minimizing harm to all are our highest priorities in public safety and policing. The mutual safety and well-being of the public and police officers are essential.</i></p>	<p>The first sentence “<i>Respect for life and minimizing harm to all are our highest priorities in public safety and policing</i>” seems to be a vision statement.</p> <p>The phrase “<i>minimizing harm to all are our highest priorities in public safety and policing</i>” may require some clarification.</p> <p>The phrase “<i>highest priorities</i>” typically means there are no other city priorities that rise above this statement.</p> <p>If it is accurate to state that “<i>minimizing harm to all are our highest priorities in public safety and policing</i>,” the City should review its mission, vision, and values, and confirm that this statement is clearly articulated as the highest priority and emphasized throughout the City’s policies, practices, and publications.</p> <p>The next sentence is “<i>The mutual safety and well-being of the public and police officers are essential.</i>” Using the word “essential” means that the statement is a necessity. The CVBI was unsure the ways in which the term “essential” is different from the phrase “highest priorities” used in the previous sentence. Also, for a goal or objective to be “essential,” it is important to identify specific ways that it will be completed.</p> <p>In the case of “<i>mutual safety and well-being of the public and police officers</i>,” the City may wish to define <i>mutual safety and well-being</i> and clarify how residents and employees can meet the objective(s) of this <i>essential</i> aspect of <i>Respect for Life</i>.</p>

Descriptor	Recommendations
<p>Community values</p> <p><i>Our community, including our public safety officers, should uphold and advance all of our community values.</i></p> <p><i>A statement of these values should be included in any contract for police services.</i></p>	<p>The opening sentence of this descriptor is <i>“Our community, including our public safety officers, should uphold and advance all of our community values.”</i> As noted in the above statements, the terms “need,” “highest priorities,” and “essential” were used; however, in this statement the word “should” was chosen. The word “should” may lead the reader to believe that there are circumstances when the living out the content of statement is not required. Therefore, if the word “should” is preferred, the City may wish to clarify the circumstances when <i>“upholding and advancing community values”</i> may be optional.</p> <p>The last sentence of the <i>Community Values</i> descriptor reads: <i>“A statement of these values should be included in any contract for police services.”</i> Currently, the City’s <i>Statement of Community Values</i> is found on p. 1 of the <i>Appendix – Falcon Heights Task Force on Policing & Inclusion – Recommendations on Inclusion – Adopted by City Council on June 14, 2017</i>. (See complete <i>Statement of Community Values</i> on page 11 of this report.) For <i>these Community Values</i> to be part of a contract, it is important that they be sequentially listed and defined. It is not optimal to reference foundational definitions for guiding principles in an appendix.</p>

Descriptor	Recommendations
<p>Anti-profiling</p> <p><i>Policing patterns that are in effect profiling are contrary to our community values and damage community-police trust and the protection of everyone’s well-being.</i></p> <p><i>We strongly affirm the obligation to treat all people fairly and equally under the law, without discrimination on the basis of race, color, creed, religion, national origin, gender, marital status, familial status, disability, public assistance status, age, or sexual orientation.</i></p>	<p>The first two sentences of this descriptor are: <i>“Policing patterns that are in effect profiling are contrary to our community values and damage community-police trust and the protection of everyone’s well-being. We strongly affirm the obligation to treat all people fairly and equally under the law, without discrimination...”</i></p> <p>These sentences have content that seem to presume there is a common understanding of phrases such as <i>“policing patterns,” “in effect profiling,”</i> and <i>“contrary to our community values.”</i> If the City intends to keep this language, specific and measurable descriptions of each phrase would help residents and employees understand how they can support <i>anti-profiling</i>.</p> <p>The next sentence begins with <i>“We strongly affirm the obligation.”</i> This language is more emphatic and may need to be clarified. The City may wish to include examples of how the City, residents, and employees can <i>“strongly affirm an obligation.”</i></p>

Descriptor	Recommendations
<p><i>The following policing recommendations set forth goals and frameworks for strengthening the realization of community values for public safety and policing. We preface them with a few caveats about what they do not include:</i></p> <ul style="list-style-type: none"> • <i>We recognize that some of the following practices are already common practice in some police departments, while others are quite new. Collectively, we believe these practices are good foundations for ongoing, continual improvement in policing.</i> • <i>Our charge includes making recommendations on inclusion more broadly, as well as on policing specifically. In about a month, the Task Force will convey its recommendations for additional work on transforming our community to continually combat stereotyping and prejudice and advance mutually respectful relationships and inclusion of all.</i> • <i>We recognize that there is much work to be done to spell out the operational details for implementing these policing recommendations. In some cases, we are able to convey some more detailed implementation suggestions based upon the input of our expert panels and our review of the literature, although generally such work probably exceeds our domain of expertise and our compressed timeframe as a Task Force comprised of community volunteers. Furthermore, the police department serving Falcon Heights should be involved in sorting out the finer aspects of implementation. Clearly, however, the Task Force is invested in the accomplishment of these goals, and we ask the City Council to commit to implementation. Specifically, we suggest the City promptly enter into an agreement with subject matter experts in equity, policing, and public policy to work with the City Council and police department to develop a 2-year work plan and a 5-year strategy to implement these recommendations.</i> 	<p>The CVBI reviewed the three points in this section and noted some redundancy with the content in the preceding <i>Culture and Values</i> descriptors.</p> <p>Also, a challenge with attempting to apply the <i>caveats</i> in this section is the preceding <i>Culture and Values</i> descriptors include unequivocal terms and phrases such as “<i>Everyone...need(s) to actively acknowledge, minimizing harm to all are our highest priorities, uphold and advance all of our community values, and we strongly affirm the obligation.</i>” When <i>caveats</i> are introduced into a document, readers may interpret this as an equivocation; resulting in the undermining of the importance of the four <i>Culture and Values</i> descriptors.</p> <p>The CVBI recommends that if the City desires to retain the language used to describe <i>Culture and Values</i>, it would be worthwhile to carefully review the <i>caveats</i> and determine if they are still necessary. In short, if the City believes this section is required, it would be helpful to residents and employees if the content was specific and measurable.</p>

Analysis of Statement of Community Values. The second step in this analysis was an examination of the *Statement of Community Values*. Below is the full *Statement of Community Values*:

Statement of community values.

We assert and uphold these values for our community, including residents and guests, in our relationships with one another and in city government services, leadership, and policies.

Leadership.

We aspire to become known for our leadership in creating community relationships of mutual respect and welcome, for equity in service to the community, and for working to recognize and heal historic patterns of disparity and exclusion.

Trust, transparency, and accountability.

We believe that mutual well-being is created through mutual trust. We value relationships of mutual respect, learning, and honesty in communication among community members and city government. We value transparency, communication, and respecting diverse perspectives in governance.

Equity, justice, and anti-discrimination.

We value protecting and treating all residents and visitors equally and fairly under the law. We value equity in the provision of public services and in the city's response to concerns. We recognize the persistent work we must do, individually and collectively, to reject and remedy prejudice, bias, and discrimination within individuals, the community, and in our government and policing.

Welcome and inclusion.

We value diversity, welcoming all people with respect and dignity, and creating authentic relationships that honor our shared humanity despite our differences. We aspire to harmonize the needs of all while understanding varied individual needs, across generations, across racial or ethnic or religious groups, and across other aspects of our rich identities. We recognize the need to work together to heal and overcome divisions in our community. We commit to work continuously to forge strong relationships and to be a place where everyone is recognized and welcomed as part of our community.

Awareness.

We value seeking diverse perspectives, listening with an open mind, and taking time to learn from others. We commit to recognizing and working to address our individual and collective biases.

Courageous action.

We value taking individual and collective responsibility to uphold these values, including having the courage to name and confront problems and to pursue solutions and healing when these values are not upheld. We recognize that everyone has the responsibility for being engaged and challenge others when we see or hear hurtful actions or comments.

Safety.

We value safety, including protecting residents and guests from personal harm and protecting groups from prejudice, discrimination, and hostility. Respect for life and minimizing harm to all are our highest priorities in public safety and policing. We believe that mutual safety is built through mutual trust.

Descriptor	Recommendations
<p>Statement of community values <i>We assert and uphold these values for our community, including residents and guests, in our relationships with one another and in city government services, leadership, and policies.</i></p> <p>Leadership <i>We aspire to become known for our leadership in creating community relationships of mutual respect and welcome, for equity in service to the community, and for working to recognize and heal historic patterns of disparity and exclusion.</i></p> <p>Trust, transparency, and accountability <i>We believe that mutual well-being is created through mutual trust. We value relationships of mutual respect, learning, and honesty in communication among community members and city government. We value transparency, communication, and respecting diverse perspectives in governance.</i></p> <p>Equity, justice, and anti-discrimination <i>We value protecting and treating all residents and visitors equally and fairly under the law. We value equity in the provision of public services and in the city’s response to concerns. We recognize the persistent work we must do, individually and collectively, to reject and remedy prejudice, bias, and discrimination within individuals, the community, and in our government and policing.</i></p> <p>Welcome and inclusion <i>We value diversity, welcoming all people with respect and dignity, and creating authentic relationships that honor our shared humanity despite our differences. We aspire to harmonize the needs of all while understanding varied individual needs, across generations, across racial or ethnic or religious groups, and across other aspects of our rich identities. We recognize the need to work together to heal and overcome divisions in our community. We commit to work continuously to forge strong relationships and to be a place where everyone is recognized and welcomed as part of our community.</i></p>	<p>The introductory sentence of the <i>Statement of Community Values</i> is “<i>We assert and uphold these values for our community including residents... city government services, leadership, and policies.</i>” The phrase “<i>we assert and uphold these values</i>” would indicate the City declares, proclaims, models, and mandates these values. Therefore, the CVBI analyzed the City’s stated values (<i>Leadership; Trust, transparency, and accountability; Equity, justice, and anti-discrimination; Welcome and Inclusion; Awareness, Courageous action, and Safety</i>) for content that is specific and measurable enough for goal-setting and evaluation.</p> <p>It is clear that all of values are positive in nature. Also, the CVBI noted that these types of phrases are quite common in governmental values statements; that is, the descriptions included in the <i>Community Values</i> are general, broad, and/or aspirational. While the intentions are good, in their current form, the statements are difficult to succinctly articulate or detailed enough to be utilized for the City’s goal-setting and evaluation.</p> <p>Instead of attempting to amend the statements so that they are specific and measurable, the City may desire to revise the <i>Statement of Community Values</i> using the most recent community input. For this reason, the CVBI compared the <i>Statement of Community Values</i> with the core values identified through the focus group process. For reference, see Figure 5.1: City of Falcon Heights – Core Values – Glossary.</p>

Descriptor	Recommendations
<p>Awareness <i>We value seeking diverse perspectives, listening with an open mind, and taking time to learn from others. We commit to recognizing and working to address our individual and collective biases.</i></p> <p>Courageous action <i>We value taking individual and collective responsibility to uphold these values, including having the courage to name and confront problems and to pursue solutions and healing when these values are not upheld. We recognize that everyone has the responsibility for being engaged and challenge others when we see or hear hurtful actions or comments.</i></p> <p>Safety <i>We value safety, including protecting residents and guests from personal harm and protecting groups from prejudice, discrimination, and hostility. Respect for life and minimizing harm to all are our highest priorities in public safety and policing. We believe that mutual safety is built through mutual trust.</i></p>	

Conclusion. Interestingly, the intent and content of City’s 2017 *Statement of Community Values* corresponds with the *Core Values* identified by the community in December 2022. Moreover, the CVBI found that if the City recognized and implemented the values of *Honesty, Leadership, Respect, and Service* as defined by the community, the results would be in alignment with the 2017 *Statement of Community Values*. The primary difference is the recently recommended values for increasing police trust are more succinct and specific enough for measurement and inclusion in a policing services contract.

In other words, if police officers serving in Falcon Heights are characterized by *Honesty, Leadership, Respect, and Service*, as defined by the community, they will be seen as *Leaders* who are *Trustworthy, Transparent, Accountable, Equitable, Just, Non-Discriminatory, Inclusive, Aware, Courageous, and Safety Conscious*.

Furthermore, the community’s 2022 recommendations for increasing community/police trust also align with the City’s statement on *Guiding Principles for Implementing Policing Recommendations – Culture and Values*. For example, if police officers are characterized by *Honesty, Leadership, Respect, and Service*, as defined by the community, the product of their actions will contribute to a culture of *Anti-discrimination, Respect for life, Community values, and Anti-profiling*.

Figure 5.1

City of Falcon Heights Core Values Glossary

Honesty

Honesty

Honesty refers to willingness to admit mistakes and not covering for co-workers who may have made mistakes.

Personal courageousness

Personal courageousness refers to possessing integrity regardless of the circumstances.

Leadership

Courageousness/bravery

Courageousness/bravery refers to the capability and willingness to overcome fear and confront difficult situations.

Understands position with in terms of authority and accountability

Understands position refers to caution in protecting themselves and others; a quiet power that is characterized by confidently and professionally using their authority; properly managing boundaries.

Initiates positive engagement

Initiates positive engagement refers to being involved in quality/community improvement; capability to work as a team member; ability to initiate and engage in conversations; possessing an intuitive sense of each situation and appropriately applying logic and reason.

Managing self

Managing self refers to maintaining composure and calm; managing own emotions; managing stressful situations.

Respect

Respectful

Respectful refers to treating all people equally; accepting a wide variety people; recognizing different cultures; not type-casting people.

Empathy

Empathy refers to liking individuals as well as the community at large; being neighborly.

Kindness

Kindness refers to being approachable, thoughtful, and friendly; exhibiting a smiling demeanor.

Service

Competent

Competent refers to possessing physical skills and knowledge of law.

Humble

Humble refers to being teachable; willingness to learn; knowing when to ask for help.

Social awareness

Social awareness refers to understanding and showing interest our community members; ability to manage multiple languages; learning about the community and understanding differences in stakeholders; possessing diversity in life experience; understanding that mental health is vital for the community and themselves.

Problem-solver

Problem-solver refers to ability to de-conflict situations; being consistently helpful.

Interpersonal skills

Interpersonal skills refers to exhibiting emotional intelligence; listening first (i.e., seeking first to understand); caring about themselves, strangers, and new ideas; ability to assess/read each situation.

Patient

Patient refers to not being in a hurry; possessing a temperament that is “even keel.”

Analysis of Summary of Policing Recommendations. The third step in this analysis was an examination of the *Summary of Policing Recommendations*. Below is the full *Summary of Policing Recommendations Statement*:

Police-Community Relationships:

- *Mutual Safety is built through Mutual Trust.*
- *Ownership. Falcon Heights needs to have appropriate authority with the police department serving our community, beyond annual reporting.*
- *Community engagement.*
- *Creation of a Community-Police Work Group for trend monitoring, relationship building, and problem solving.*

Training and Capacity:

- *Mental health care for people in crisis and officers, for mutual safety and well-being.*
- *Training, with a focus on de-escalation, cultural competency, and explicit and implicit bias.*
- *Hiring and workforce development to emphasize community relationship-building.*

Data and Transparency:

- *Data collection, sharing, and monitoring to detect and respond to trends.*
- *Public Feedback: surveys, multiple feedback channels, and information/feedback cards.*
- *Prompt, thorough, and open communication in case of serious incidents.*

Priorities for Policing Activity:

Respect for all is the foundation for policing in our community. The highest priorities for policing activity are:

- *Emergency response.*
- *Cultural competence and community engagement.*
- *Informative policing.*
- *In traffic policing, prioritization of serious moving violations*

The CVBI noted that the four categories included in the *Summary of Policing Recommendations* are consistent with best practices in policing. These categories include *Police-Community Relationships*, *Training and Capacity*, *Data and Transparency*, and *Priorities for Policing Activity* (International Association of Chiefs of Police, 2023; President's Task Force on 21st Century Policing, 2015).

If the City's intends to retain the *Policing Recommendations*, the CVBI recommends strengthening the content so that is actionable and edited for grammatical structure. In this context, actionable recommendations should be clear enough to answer the questions of *Why, Who, What, When, Where, and How*. Unfortunately, most of the descriptors of the four categories of recommendations seem to be objectives or goals.

Descriptor	Recommendations
<p>Police-Community Relationships:</p> <ul style="list-style-type: none"> • <i>Mutual Safety is built through Mutual Trust.</i> • <i>Ownership. Falcon Heights needs to have appropriate authority with the police department serving our community, beyond annual reporting.</i> • <i>Community engagement.</i> • <i>Creation of a Community-Police Work Group for trend monitoring, relationship building, and problem solving.</i> <p>Training and Capacity:</p> <ul style="list-style-type: none"> • <i>Mental health care for people in crisis and officers, for mutual safety and well-being.</i> • <i>Training, with a focus on de-escalation, cultural competency, and explicit and implicit bias.</i> • <i>Hiring and workforce development to emphasize community relationship-building.</i> <p>Data and Transparency:</p> <ul style="list-style-type: none"> • <i>Data collection, sharing, and monitoring to detect and respond to trends.</i> • <i>Public Feedback: surveys, multiple feedback channels, and information/feedback cards.</i> • <i>Prompt, thorough, and open communication in case of serious incidents.</i> <p>Priorities for Policing Activity:</p> <p><i>Respect for all is the foundation for policing in our community. The highest priorities for policing activity are:</i></p> <ul style="list-style-type: none"> • <i>Emergency response.</i> • <i>Cultural competence and community engagement.</i> • <i>Informative policing.</i> • <i>In traffic policing, prioritization of serious moving violations</i> 	<p><i>“Mutual Safety is built through Mutual Trust”</i> is written in the form of a statement of fact. It is unclear <i>What</i> the city is supposed to do about it, <i>Who</i> is responsible for it, <i>How</i> it can be accomplished, and <i>When</i> is it supposed to be achieved. Grammatically, it is also not clear why the words <i>“Safety and Mutual Trust”</i> are capitalized.</p> <p>Similarly, in the category <i>“Training and Capacity,”</i> the first descriptor is <i>“Mental health care for people in crisis and officers, for mutual safety and well-being.”</i> This is a positive objective, while it identifies <i>What</i> is being recommended and <i>Whom</i> it should benefit, it does not provide guidance regarding <i>Who</i> is supposed to lead this effort, <i>How</i> will it be implemented, <i>When</i> will it commence, and <i>How</i> will it be measured for success.</p> <p>Grammatically, it would be helpful if the descriptors were parallel in structure. For example, the third bullet point in <i>“Police-Community Relationships”</i> is simply the two words <i>“Community engagement”</i> and the fourth bullet point in the same category is the sentence <i>“Creation of a Community-Police Work Group for trend monitoring, relationship building, and problem solving.”</i> Unfortunately, neither one clearly answers the questions of <i>Why, Who, What, When, Where, and How</i>, which are necessary for implementation and accountability.</p> <p>Another challenge with the descriptors is repetition. For example, twice the term <i>Cultural competence</i> is referenced. It first appears in the category <i>Training and Capacity</i> wherein the second bullet statement reads <i>Training, with a focus on de-escalation, cultural competency, and explicit and implicit bias</i>. Then it appears again in the category <i>Priorities for Policing Activity</i> wherein the second bullet reads <i>Cultural competence and community engagement</i>. Similarly, the term <i>community engagement</i> is used as a descriptor in both <i>Police-Community Relationships</i> and in <i>Priorities for Policing Activity</i>.</p>

Descriptor	Recommendations
	<p>In the category <i>Priorities for Policing Activity</i>, there is a statement that precedes the bulleted descriptors that reads <i>Respect for all is the foundation for policing in our community. The highest priorities for policing activity are:</i> It is unclear why this category includes an introductory statement and the preceding categories do not. In the first sentence, the words <i>all</i> and <i>foundation</i> would lead the reader to believe that every aspect of policing must be based on <i>respect</i>. If <i>respect for all is the foundation for policing</i>, then the city would be wise to focus on <i>respect</i> in its mission, vision, and core values.</p> <p>The next sentence reads <i>The highest priorities for policing activity are.</i> This statement would indicate that the preeminent police activities are <i>Emergency response, Cultural competence and community engagement, Informative policing, and In traffic policing, prioritization of serious moving violations.</i> If the intention is that these four activities are indeed the <i>highest priorities</i>, then by default, the preceding three categories of <i>Police-Community Relationships, Training and Capacity, and Data and Transparency</i> would be lower priorities.</p>

Considerations and Recommendations. From the City’s documentation and recent community input, it is the CVBI’s assessment that all four categories are in the DNA of trustworthy policing services, as such, all the categories are equal in priority; essentially, they provide the four pillars for the City’s policing services. The CVBI agrees with the positive intention of the City’s *Policing Recommendations*. However, in their current form, they will be difficult for the City to implement, measure, and evaluate. This is not an indictment against the City’s *Policing Recommendations* because other communities have similar aspirational language in their policing services statements. At the same time, many communities have grown exasperated with community/police relationships because they do not see significant positive change. All too often, the lack of positive change is due to the recommendations not being structured enough for systematic implementation, measurement, and evaluation.

The City may wish to revise the *Policing Recommendations* and title them *Policing Goals*. If the City chooses to take this goal-oriented approach, the CVBI recommends removing redundant terms and phrases and adding descriptions of the goals that are specific and measurable.

Determination of which recommendations have been addressed.

Focus group-based community satisfaction feedback. Regarding satisfaction with the progress in addressing the *Policing Recommendations*, the City has surveyed residents in two ways. First, the City hosted three focus group meetings wherein community members defined the values that increase community/police trust and completed a survey which measured their level of satisfaction with policing services. Second, using the same survey model via US Mail and online, the City invited additional residents to provide their perspectives on policing services.

To recap, *Deliverable 1 – Community value and satisfaction measurement*, focus group participants were informed that their input would provide insight into what they believe is fundamental to increasing community/police trust. They were asked to answer the question: *To increase trust in Falcon Heights policing services, what type of people should be hired?* Their insights provided a lens through which current and future policing services could be evaluated.

During each focus group meeting, there was 100% participation and dozens of thoughtful recommendations. The community's responses resulted in an aggregate list of traits, behaviors, and values that increase community/police trust. Through this process, the CVBI identified the shared values that most influence community/police trust in Falcon Heights. These values included *Honesty, Leadership, Respect, and Service* and were specific enough to guide the selection of policing services. The findings may be summarized in the way: *Based on community input, the City of Falcon Heights would increase community/police trust by selecting police officers who consistently exhibit the values and characteristics associated with honesty, leadership, respect, and service.*

Following the focus group discussion, the participants were asked to complete a policing services satisfaction survey. The survey results are shown in Table 5.1. The scale for rating satisfaction with the policing recommendations were:

- 1 = Dissatisfied
- 2 = Somewhat dissatisfied
- 3 = Neither satisfied nor dissatisfied
- 4 = Somewhat satisfied
- 5 = Satisfied
- U = Unsure/Unable to rate

In reference to Table 5.1, a score of 1.33 indicated more *dissatisfied* than *somewhat dissatisfied* with the services associated with the corresponding recommendation. Whereas a score of 3.83 *indicated somewhat satisfied* with the services associated with the corresponding recommendation. It should also be noted that the most frequent response in the survey was "U," which accounted for nearly 40% of the total responses. This means that the residents were unsure or unable to rate more than one-third of the recommendations.

Table 5.1*Survey Results of Satisfaction with Policing Services Recommendations*

Recommendation	Totals
Police-Community Relationship	
Mutual Safety is built through Mutual Trust	2.78
Ownership. Falcon Heights needs to have appropriate authority with the police department serving our community, beyond annual reporting	1.58
Community engagement	2.03
Creation of a community-Police Work Group for trend monitoring, relationship building, and problem solving	1.33
Training and Capacity	
Mental health care for people in crisis and officers, for mutual safety and well-being	2.00
Training, with a focus on de-escalation, cultural competency, and explicit and implicit bias	2.00
Hiring and workforce development to emphasize community relationship-building	1.33
Data and Transparency	
Data collection, sharing, and monitoring to detect and respond to trends	1.72
Public feedback: surveys, multiple feedback channels, and information/feedback cards	1.45
Prompt, thorough, and open communication in case of serious incidents	1.83
Priorities for Policing Activity	
Emergency Response	3.83
Cultural competence and community engagement	2.78
Informative policing	2.11
In traffic policing, prioritization of serious moving violations	2.28

In summary, an average rating above 3.00 indicates that residents are *somewhat satisfied* with the level of policing services associated with this recommendation. Table 5.1 shows that the only recommendation exceeding 3.00 was the category *Priorities for Policing Activity – Emergency response*; which the community rated 3.83. The community rated their satisfaction with the level of service associated with all the other *Policing Services Recommendations* between 1.33 to 2.78. In other words, this survey indicates that residents are *dissatisfied to somewhat dissatisfied* with the 13 of the 14 service recommendations identified in the City’s *Policing Services Recommendations*. The full results of this community input can be located at [CVBI-Falcon Heights-Community Value and Satisfaction](#).

Community survey-based satisfaction feedback. The City sought further feedback on its policing services and distributed a second survey to residents. Residents were asked questions similar to those asked of the focus group participants, with one an additional question associated with shared values. 29 residents responded to the survey via an online link or direct mail. See the complete survey in Figure 5.2.

Figure 5.2

Falcon Heights Law Enforcement Services Satisfaction Survey

The City of Falcon Heights is working with the Center for Values-Based Initiatives to analyze our contracted policing services and make recommendations on future contracts.

Your input in this survey will assist our consultant with answering the survey.

Use the scale below to rate your agreement with the statements under each policing services recommendation.

- 1 = Strongly Disagree
- 2 = Somewhat Disagree
- 3 = Neither Agree or Disagree
- 4 = Somewhat Agree
- 5 = Strongly Agree
- U= Unsure/Unable to Rate

Q1: Police-Community Relationships

- 6. I regularly see Falcon Heights’ contracted Law Enforcement Officers in my neighborhood and/or in the community.
- 7. Falcon Heights’ contracted Law Enforcement Officers are approachable.
- 8. Falcon Heights’ contracted Law Enforcement Officers are engaged in the community.
- 9. When interacting with Falcon Heights’ contracted Law Enforcement Officers, they are friendly.
- 10. When Falcon Heights’ contracted Law Enforcement Officers interact with citizens of different races/cultural backgrounds, they treat them with respect.

Q2: Training and Capacity

- 5. Falcon Heights’ contracted Law Enforcement Officers are well-equipped to handle citizens with a mental health crisis.
- 6. Falcon Heights’ contracted Law Enforcement Officers are well-trained in de-escalation, cultural competency, and overcoming bias.
- 7. Falcon Heights’ contracted Law Enforcement Officers are very competent—they understand the laws they are asked to enforce.
- 8. Falcon Heights’ contracted Law Enforcement Officers are extremely ethical.

Q3: Data and Transparency

4. Our law enforcement service provider shares data and other important public safety information.
5. Our law enforcement service provider provides opportunities for feedback through surveys or information/feedback cards.
6. Our law enforcement service provider regularly and timely communicates with residents on serious incidents or crime occurring in the community.

For the next questions, Use the scale below to rate your satisfaction with the elements under each policing services recommendation.

- 1 = Dissatisfied
- 2 = Somewhat satisfied
- 3 = Neither satisfied nor dissatisfied
- 4 = Somewhat satisfied
- 5 = Satisfied
- U= Unsure/Unable to Rate

Q4: Characteristics of Contracted Law Enforcement Officers Patrolling Falcon Heights

5. **Honesty** (refers to willingness to admit mistakes; personal courageousness for integrity).
6. **Leadership** (refers to courageousness/bravery in dangerous situations; understands position within terms of authority/accountability; initiates positive engagement; manages self to maintain composure).
7. **Respect** (refers treating all people equally; accepting a wide variety people; recognizing different cultures; not type-casting people).
8. **Service** (refers to competence; humble; social awareness; being a problem-solver; interpersonal skills; patience).

Q5: Satisfaction in the following areas

5. Emergency Response.
6. Cultural competence and community engagement.
7. In traffic policing, prioritization of serious moving violations.
8. Overall satisfaction with the contracted law enforcement services provided to the City of Falcon Heights.

An overview of the survey results is shown below. For a complete review of the survey responses, please see [Deliverable 3 – Contract Analysis](#).

Q1 Police-Community Relationships

Q1 was the only question with a 100% response rate and no ratings of *Unsure/Unable to Rate*. The full question is: *I regularly see Falcon Heights' contracted Law Enforcement Officers in my neighborhood and/or in the community.* 44.8% of residents responded that they *disagree* with this statement and 41.3% *agreed* with this statement.

The **highest agree scores** were for the statements:

- *Falcon Heights' contracted Law Enforcement Officers are approachable* at 55.2%.
- *When interacting with Falcon Heights' contracted Law Enforcement Officers, they are friendly* at 55.2%, with 31% responding *Unsure/Unable to Rate*.

The **lowest agree scores** were for the statements:

- *Falcon Heights' contracted Law Enforcement Officers are engaged in the community* at 27.6%, with 34.5% responding *Unsure/Unable to Rate*.
- *When Falcon Heights' contracted Law Enforcement Officers interact with citizens of different races/cultural backgrounds, they treat them with respect* at 24.1%. with 51.7% responding *Unsure/Unable to Rate*.

Q2 Training and Capacity

The responses to Q2 indicated that, on average, 55.7% of residents were *Unsure/Unable to rate* the questions associated with *Training and Capacity*.

The **highest agree score** was with the statement:

- *Falcon Heights' contracted Law Enforcement Officers are very competent—they understand the laws they are asked to enforce* at 42.9%. with 42.9% responding *Unsure/Unable to Rate*.

The **lowest agree scores** were for the statements:

- *Falcon Heights' contracted Law Enforcement Officers are well-equipped to handle citizens with a mental health crisis* at 13.8%, with 65.5% responding *Unsure/Unable to Rate*.
- *Falcon Heights' contracted Law Enforcement Officers are well-trained in de-escalation, cultural competency*, at 14.3%. with 60.7% responding *Unsure/Unable to Rate*.

Q3 Data and Transparency

The responses to Q3 indicated that an average of 26.2% of residents responded that they were *Unsure/Unable to rate* the questions associated with *Data and Transparency*.

The **highest agree score** was with the statement:

- *Our law enforcement service provider shares data and other important public safety information* at 35.7%. with 25% responding *Unsure/Unable to Rate* and 3.4% choosing not to answer.

The **lowest agree score** was with the statement:

- *Our law enforcement service provider provides opportunities for feedback through surveys or information/feedback cards* at 21.4%. with 28.6% responding *Unsure/Unable to Rate* and 3.4% choosing not to answer.

Q4 Characteristics of Contracted Law Enforcement Officers Patrolling Falcon Heights

The responses to Q4 indicated that an average of 52.7% of residents responded that they were *Unsure/Unable to rate* the questions associated with the *Characteristics of Contracted Law Enforcement Officers Patrolling Falcon Heights*.

The **highest satisfaction score** was with the statement:

- *Service (refers to competence; humble; social awareness; being a problem-solver; interpersonal skills; patience)* at 38.5%. with 42.3% responding *Unsure/Unable to Rate*.

The **lowest satisfaction scores** were for the statement:

- *Honesty (refers to willingness to admit mistakes; personal courageousness for integrity)* at 22.2%, with 59.7% responding *Unsure/Unable to Rate*.
- *Respect (refers treating all people equally; accepting a wide variety people; recognizing different cultures; not type-casting people)* at 22.2%, with 59.7% responding *Unsure/Unable to Rate*.

Q5 Satisfaction in the Following Areas

The responses to Q5 indicated that an average of 26.2% of residents responded that they were *Unsure/Unable to rate* the questions associated with *Data and Transparency*.

The **highest agree scores** were with the statements:

- *Emergency Response* at 57.7%. with 26.9% responding *Unsure/Unable to Rate* and 10% choosing not to answer.
- *Overall satisfaction with the contracted law enforcement services provided to the City of Falcon Heights* at 50% with 7.7% responding *Unsure/Unable to Rate* and 10% choosing not to answer.

The **lowest agree scores** were for the statements:

- *Cultural competence and community engagement* at 22.2%, with 66.7% responding *Unsure/Unable to Rate* and 6.9% choosing not to answer.
- *In traffic policing, prioritization of serious moving violations* at 37.6%. with 19.2% responding *Unsure/Unable to Rate* and 10% choosing not to answer.

Summary. As described in the *Community value and satisfaction measurement* (see Section 1 of this report), focus group participants were asked how to increase community/police trust. This focus group process clarified that the police officer attributes/behaviors that most increase trust are *honesty, leadership, respect, and service*. The participants were also asked to complete a policing services satisfaction survey. The results showed that the participants were *dissatisfied to somewhat dissatisfied* with the 13 of the 14 service recommendations identified in the *City's Policing Services Recommendations*.

The City also used the content from the *City's Policing Recommendations* to coordinate a second survey of residents. The results of this survey indicated that the most frequent response was *unsure/unable to rate*. However, one question had a 100% response rate without any ratings of *Unsure/Unable to Rate*. This question was Q1.1 – *I regularly see Falcon Heights' contracted Law Enforcement Officers in my neighborhood and/or in the*

community. 44.8% of residents responded that they *disagree* with this statement and 41.3% *agreed* with this statement. The highest *satisfied* score in the survey was with the statement *Emergency Response* at 57.7% with 26.9% responding *Unsure/Unable to Rate* and 10% choosing not to answer. The lowest *agree* scores in the second survey were with the statements *Falcon Heights' contracted Law Enforcement Officers are well-equipped to handle citizens with a mental health crisis* at 13.8%, with 65.5% responding *Unsure/Unable to Rate*; and *Falcon Heights' contracted Law Enforcement Officers are well-trained in de-escalation, cultural competency*, at 14.3% with 60.7% responding *Unsure/Unable to Rate*.

Overall, the community input through focus groups and surveys indicates that a majority of residents are either somewhat dissatisfied with, or do not know if there has been, progress in the achievement of the City's *Policing Recommendations*.

Actionable Steps for Current and Future Policing Contracts That Address Task Force Recommendations.

Limitations of current policing services contract to address the task force recommendations. As noted in the *Contract Analysis* section, the evaluations of the Ramsey County Sheriff's Office (RCSO) *Agreement for Law Enforcement Services*, the City's *Policing Recommendations*, residents' satisfaction rates, RCECC police response data, and costs for current policing services, indicated there is a lack of alignment. Therefore, the CVBI analyzed the *RCSO Agreement for Law Enforcement Services* for opportunities to amend it so that it differentiates the City's desired policing services and associated costs from those of the other cities contracting with the RCSO. The other cities currently contracting (i.e., Contract Cities) with the RCSO for law enforcement services include Falcon Heights, Arden Hills, Little Canada, North Oaks, Shoreview, Vadnais Heights, and White Bear Township. Below is language from the Board of Commissioners' resolution concerning the RCSO's policing service agreement which provides the historical and current foundations for the agreement.

Board of Commissioners Resolution B2022-280 notes the following:

The Ramsey County Sheriff's Office has historically entered into agreements with municipalities within Ramsey County for the provision of law enforcement and public safety services, including patrol, investigations, crime prevention, community outreach, and animal control.

Contracting law enforcement and public safety services with the Ramsey County Sheriff's Office provides many advantages. These advantages include cost savings by sharing personnel and resources. Overall operating costs are controlled by sharing personnel, supervision, administrative functions, facilities, vehicles, equipment, and training among the municipalities. Since 1958, this cooperative model has demonstrated how sharing services among municipalities can achieve effective, efficient, and economical law enforcement and public safety services.

The RCSO administration and costs for law enforcement services are based on a service model for contiguous communities and uses a cost sharing formula that has been evolving since 1958. Unfortunately, Falcon Heights is not contiguous to the other *Contract Cities* and does not easily fit into RCSO's longstanding services, staffing, and cost allocation model. With this background in mind, if Falcon Heights desires to align its policing services with actual citizen-initiated 911 calls, formal police reports, and the achievement of community outreach and satisfaction goals, then the City should consider negotiating an agreement that is independent from the current *RCSO Agreement for Law Enforcement Services*.

Actionable Steps to Address the Task Recommendations in Future Policing Services Contracts. This project’s analysis to date has included a multidimensional exploration of the City of Falcon Heights’ policing services with the objective of providing policy makers and community members information that can be used to positively inform future policing services agreements. Specifically, the CVBI analyzed the City’s policing services agreement with the RCSO, the levels of community satisfaction with policing services, the Ramsey County Emergency Communication Center (RCECC) summary of the City’s policing services from 2018 through 2022, the RCSO 2023 budget estimate, the current policing services provided in nearby communities, and the options for the City to either provide its own, or contract for, policing services.

If the City decides to amend its agreement with RCSO or contract for services with another police department, the following sections have been structured to increase the alignment between the City’s *Policing Recommendations* and policing services. The first section, *Guidance for the general scope of services*, is focused on *Policing Recommendation – Priorities for Policing Activity*. The second section, *Guidance for the additional contractual provisions*, is focused on the *Policing Recommendations – Police-Community Relationships, Training and Capacity, and Data and Transparency*. Note: the term *officer* should be considered synonymous with *sheriff’s deputy* and the term *police department* should be considered synonymous with *sheriff’s office*.

Guidance for the general scope of services. This section of the agreement is intended to achieve the *Policing Recommendations* category:

Priorities for Policing Activity:

Respect for all is the foundation for policing in our community. The highest priorities for policing activity are:

- *Emergency response.*
- *Cultural competence and community engagement.*
- *Informative policing.*
- *In traffic policing, prioritization of serious moving violations*

The police department agrees to provide qualified and tactically equipped personnel and the following policing services in the City of Falcon Heights:

18. Emergency patrol services (e.g., purposefully patrol residential areas, businesses, parks, and other public property areas)
19. State of Minnesota statutes, traffic code, and city ordinances enforcement
20. Police incident report management
21. Traffic safety
22. Crime prevention (e.g., engage and educate the community, develop block clubs/neighborhood watch groups, and facilitate National Night Out)
23. Criminal investigation
24. Crime scene processing
25. Crime victim services (e.g., provide notifications of the status of the investigation and assistance locating victim support resources)
26. Volunteer programs (e.g., provide programs for police reserves, explorers, and chaplains)
27. Background checks
28. Community special event traffic and patrol services
29. Policing activities and investigations reports (e.g., provide reports weekly, monthly, and annually)

30. Animal control
31. Supervision of officers
32. Fleet management
33. Communication and technology resources

Guidance for Additional Contractual Provisions. The police department and City of Falcon Heights should mutually agree to fulfill the following provisions:

*Policing Recommendations category **Police-Community Relationships:***

- *Mutual Safety is built through Mutual Trust.*
 - *Ownership. Falcon Heights needs to have appropriate authority with the police department serving our community, beyond annual reporting.*
 - *Community engagement.*
 - *Creation of a Community-Police Work Group for trend monitoring, relationship building, and problem solving.*
1. The police department and City will continuously work to increase community/police trust. To this end, the City will collaborate with the police department in the selection of the primary officer(s) who serve in the City of Falcon Heights. The focus of the selection will be based on the officer's *honesty, leadership, respect, and service.*
 2. The police department and City will base minimum patrol staffing and hours of service on the frequency of the community's 911 calls, number of police incident reports, and volume of calls for service by time of day and day of week.
 3. The police department and City will establish priorities and practices for proactive police visits.
 4. The police department and City will collaboratively host a minimum of three community policing events per year.
 5. The police department and City will collaboratively and regularly publish Falcon Heights focused crime prevention information via newsletter, email, and/or social media.
 6. The police department staff will regularly attend city council meetings and provide formal and informal updates regarding community safety.

*Policing Recommendations category **Training and Capacity:***

- *Mental health care for people in crisis and officers, for mutual safety and well-being.*
 - *Training, with a focus on de-escalation, cultural competency, and explicit and implicit bias.*
 - *Hiring and workforce development to emphasize community relationship-building.*
7. The police department will provide best practice-based training in the areas of mental health intervention, de-escalation, cultural competency, and explicit and implicit bias. The police department will share with the City the annual hours of training officers receive in these subject areas.

8. The police department and City will collaboratively emphasize, in printed and electronic communication, community relationship-building efforts in their hiring and staff development practices.

Policing Recommendations category **Data and Transparency:**

- *Data collection, sharing, and monitoring to detect and respond to trends.*
 - *Public Feedback: surveys, multiple feedback channels, and information/feedback cards.*
 - *Prompt, thorough, and open communication in case of serious incidents.*
9. The City will provide online opportunities for the community to rate their satisfaction with the implementation of the City's *Policing Recommendations on Police-Community Relationships, Training and Capacity, Data and Transparency, and Priorities for Policing Activity.*
 10. The police department and City will provide online access to the public information associated with calls for police service and police incident information.
 11. The police department will provide the City's administration with access to specific monthly, quarterly, and annual crime reports. These reports will include public information associated with:
 - Assigned cases by classification:
 - Misdemeanor
 - Gross Misdemeanor
 - Felony
 - Arrests by classification:
 - Misdemeanor
 - Gross Misdemeanor
 - Felony
 - Cases that required crime lab or forensic services
 - Cases that required animal control officer response
 - Recovered property reports
 12. The police department and City will establish a community notification program that allows residents to opt-in for prompt notification of serious incidents. (Note: The City and police department will define the circumstances which constitute a *serious incident*.)
 13. The police department and City administration will meet annually to discuss levels of service, achievements, and future goals.

Opportunities to Update the City's *Policing Recommendations*. The City's *Policing Recommendations* were developed and affirmed in 2017. During the years that have followed, the City has encountered unforeseen challenges in the implementation of the *Policing Recommendations*. It is through these challenges that important lessons related to implementation have been learned. In fact, these lessons can be used to revitalize the *Policing Recommendations* and develop specific, measurable, and achievable policing service goals. This is one of the reasons why it is a best practice for cities to regularly assess its implementation goals and achievements (ISO 2019).

The CVBI agrees with the positive intention of the City's *Policing Recommendations*. However, in their current form, they will continue to be difficult for the City to implement, measure, and evaluate. This is not an indictment against the City's *Policing Recommendations* because other communities have similar aspirational language in their statements regarding policing services. At the same time, many communities have grown exasperated with community/police relationships because they do not see significant positive change. All too often, the lack of

positive change is due to the recommendations not being structured for systematic implementation, measurement, and evaluation.

One of the ways the City could revise the *Policing Recommendations* is to edit and amend them so that they are specific, measurable, achievable, relevant, and time-bound (SMART). Organizations have found that defining objectives with these parameters provides clarity and accountability. SMART goals help to answer all the *Who, What, Why, Where, When, and How* questions associated with implementation and assessment. In addition, SMART goals establish timelines for tracking progress.

If the City chooses to revise the *Policing Recommendations* according to the SMART model, the CVBI recommends following this example for each category and bulleted statement: Our goal is to [insert – measurable objective] by [insert – timeframe]. [Insert – Person(s) responsible] will accomplish this goal by [insert – what steps are required to achieve the goal]. Accomplishing this goal will [insert – result or benefit] (Latham 2020; University of California 2017).

Lastly, the intent and content of City's 2017 *Statement of Community Values* corresponds with the *Core Values* identified by the community in December 2022. Moreover, the CVBI found that if the City recognized and implemented the values of *Honesty, Leadership, Respect, and Service* as defined by the community, the City's 2017 *Policing Services Recommendations* could be achieved. The primary difference between the 2017 and 2022 recommendations is the 2022 recommendations are specific enough for implementation and measurement in a policing services contract.

In practical terms, if police officers serving in Falcon Heights are characterized by *Honesty, Leadership, Respect, and Service*, as defined by the community, they will be seen as *Leaders* who are *Trustworthy, Transparent, Accountable, Equitable, Just, Non-Discriminatory, Inclusive, Aware, Courageous, and Safety Conscious*. Similarly, the community's 2022 recommendations for increasing community/police trust also align with the City's statement on *Guiding Principles for Implementing Policing Recommendations – Culture and Values*. This final observation may be summarized in this way, if police officers are characterized by *Honesty, Leadership, Respect, and Service*, as defined by the community, the product of their actions will contribute to the City's culture of *Anti-discrimination, Respect for Life, Community values, and Anti-profiling*.

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Appendix A

Recommendations from Each Community Engagement Meeting

City of Falcon Heights
Community Engagement Meeting
November 29, 2022

Imagine the Falcon Heights has its own police department:

To increase trust in Falcon Heights policing services, what type of people should we hire?

Real-Time Recommendations

- Nice
- Able to de-conflict
- Problem-solver
- Personal courageousness (integrity)
- Equally treatment regardless of a person's background
- Respectful of all people
- Do not type-cast people
- Patient
- Able to assess (read) each situation
- Listens well
- Showing interest in community members
- People with life experiences
- Courageous/bravery
- Empathy
- Helpfulness
- Knowledge in laws including ordinances

Recommendations to City

- Leadership for the Falcon Heights
- Wants to know from city leaders the policing services
- Structure contract so that services can accountability
- The sheriff's leadership and actions were called into question, because they affect the perception of the deputies
- The community wants to let the officer know that they support them
- Officer are residents of Falcon Heights (incentivize)

City of Falcon Heights
Community Engagement Meeting
November 30, 2022

Imagine the Falcon Heights has its own police department:

To increase trust in Falcon Heights policing services, what type of people should we hire?

Real-Time Recommendations

- Approachable
- Comfortable
- Able to engage in a conversation
- Initiate positive engagement
- Likes people
- Read people
- Smiling demeanor
- Competent
- Confident with position of authority
- Understand their position with in terms of authority and accountability
- Treating all people equally
- Even keel temperament
- Manage stressful situations
- Composure
- Wants to be involved in quality/community improvement
- Teachable
- Diversity of experience
- Believes that mental health is vital for the community and themselves
- Listens first (seek first to understand)
- Learn about the community and the differences in the residents and stakeholders
- Recognize different cultures
- Respect
- Knows when to ask for help
- Capable of working as a team member

Recommendations to City

- Visibility of police officers
- Educate and enforce during traffic stops
- Lexis search: Cannot filter on Falcon Heights
- Right-size policing services

City of Falcon Heights
Community Engagement Meeting
December 1, 2022

Imagine the Falcon Heights has its own police department:

To increase trust in Falcon Heights policing services, what type of people should we hire?

Real-Time Recommendations

Managing self
Temperament
Emotional intelligence
Manage your own emotions
Read people
Empathy
Interpersonal skills
Kindness
Thoughtfulness
Be like your neighbor
Friendly
Professionally uses their authority
Ability to manage multiple languages
Sense mental health issues
Patience
Being able to calm the situation
Respects all people
Humble
Has diverse life experiences
Someone who cares about:
 themselves
 strangers
 new ideas
Treat each circumstance as individual
Quiet power
Able to initiate the conversation
Social awareness
Willingness to learn
Willingness to accept wide variety people
Honesty
Willing to admit mistakes
Not covering for officers who may have made mistakes
Properly manage boundaries

Real-Time Recommendations (continued)

Intuition (sense of what is really going on and then apply logic and reason)

Caution in protecting themselves and others

Likes our community

Understands our city

Recommendation to the City

Lives in the community

Appendix B

Aggregate List of Traits, Behaviors, and Values That Increase Community/Police Trust

Falcon Heights
Themes that Increase Trust
December 9, 2022

Focus Group Question:

To increase trust in Falcon Heights policing services, what type of people should we hire?

Distribution of 76 Recommendations

11/29 = Yellow

11/30 = Green

12/1 = Blue

High Character 30 = 39.5%

Honesty

Willing to admit mistakes

Not covering for officers who may have made mistakes

Courageous/bravery

Personal courageousness (integrity)

Confident with position of authority

Understand their position with in terms of authority and accountability

Professionally uses their authority

Properly manage boundaries

Caution in protecting themselves and others

Empathy

Empathy

Someone who cares about: (count as 3)

themselves

strangers

new ideas

Competent

Knowledge in laws including ordinances

Respect

Respectful of all people

Respects all people

Treating all people equally

Equal treatment regardless of a person's background

Treat each circumstance as individual

Likes people

Nice

Humble

Teachable

Willingness to learn

Managing self

Believes that mental health is vital for the community and themselves

Emotional Intelligence Emotional intelligence 20 = 26.3%

Patient

Patience

Able to assess (read) each situation

Read people

Read people

Sense mental health issues

Intuition (sense of what is really going on and then apply logic and reason)

Listens well

Listens first (seek first to understand)

Interpersonal skills

Able to engage in a conversation

Able to initiate the conversation

Manage stressful situations

Able to de-conflict

Being able to calm the situation

Composure

Even keel temperament

Temperament

Manage your own emotions

Servant Leadership 15 = 19.7%

Problem-solver

Helpfulness

Initiate positive engagement

Showing interest in community members

Wants to be involved in quality/community improvement

Knows when to ask for help

Capable of working as a team member

Kindness

Thoughtfulness

Be like your neighbor

Friendly

Smiling demeanor

Approachable

Comfortable

Quiet power

Cultural Intelligence 11 = 14.5%

Social awareness

Does not type-cast people

Has diverse life experiences

People with life experiences

Diversity of experience

Likes our community

Understands our city

Learns about the community and the differences in the residents and stakeholders

Recognize different cultures

Willingness to accept wide variety people

Ability to manage multiple language

Appendix C

Primary Terms That Increase Community/Police Trust

Falcon Heights
Core Values that Increase Trust
December 9, 2022

Focus Group Question:

To increase trust in Falcon Heights policing services, what type of people should we hire?

Distribution of 76 Recommendations

11/29 = Yellow

11/30 = Green

12/1 = Blue

Integrity/Honesty

Honesty

Willing to admit mistakes

Not covering for officers who may have made mistakes

Personal courageousness (integrity)

Leadership

Courageous/bravery

Understands their position with in terms of authority and accountability

Caution in protecting themselves and others

Quiet power

Professionally uses their authority

Confident with position of authority

Properly manages boundaries

Initiate positive engagement

Wants to be involved in quality/community improvement

Capable of working as a team member

Able to initiate the conversation (Able to engage in a conversation)

Intuition (sense of what is really going on and then apply logic and reason)

Treat each circumstance as individual

Managing self

Composure

Manage your own emotions

Manage stressful situations

Being able to calm the situation

Respect

Respect

Respectful of all people (Respects all people)

Treating all people equally (Equally treatment regardless of a person's background)

Willingness to accept wide variety people

Recognize different cultures

Does not type-cast people

Empathy (Empathy)

Likes people

Likes our community

Be like your neighbor

Kindness

Thoughtfulness

Nice

Friendly

Approachable

Smiling demeanor

Comfortable

Service

Competent

Knowledge in laws including ordinances

Humble

Teachable

Willingness to learn

Knows when to ask for help

Social awareness

Ability to manage multiple languages

Understands our city

Showing interest in community members

Learn about the community and the differences in the residents and stakeholders

Diversity of experience

Has diverse life experiences (People with life experiences)

Believes that mental health is vital for the community and themselves

Sense mental health issues

Problem-solver

Able to de-conflict

Helpfulness

Service (continued)

Interpersonal skills

Emotional intelligence

Listens first (seek first to understand)

Listens well

Someone who cares about:

themselves

strangers

new ideas

Able to assess (read) each situation

Read people (Read people)

Patient (Patience)

Temperament (Even keel temperament)

Appendix D

Values-Based Glossary of Terms

City of Falcon Heights
Core Values
December 20, 2022

Honesty

Honesty

Honesty refers to willingness to admit mistakes and not covering for co-workers who may have made mistakes.

Personal courageousness

Personal courageousness refers to possessing integrity regardless of the circumstances.

Leadership

Courageousness/bravery

Courageousness/bravery refers to the capability and willingness to overcome fear and confront difficult situations.

Understands position with in terms of authority and accountability

Understands position refers to caution in protecting themselves and others; a quiet power that is characterized by confidently and professionally using their authority; properly managing boundaries.

Initiates positive engagement

Initiates positive engagement refers to being involved in quality/community improvement; capability to work as a team member; ability to initiate and engage in conversations; possessing an intuitive sense of each situation and appropriately applying logic and reason.

Managing self

Managing self refers to maintaining composure and calm; managing own emotions; managing stressful situations.

Respect

Respectful

Respectful refers to treating all people equally; accepting a wide variety people; recognizing different cultures; not type-casting people.

Empathy

Empathy refers to liking individuals as well as the community at large; being neighborly.

Kindness

Kindness refers to being approachable, thoughtful, and friendly; exhibiting a smiling demeanor.

Service

Competent

Competent refers to possessing physical skills and knowledge of law.

Humble

Humble refers to being teachable; willingness to learn; knowing when to ask for help.

Social awareness

Social awareness refers to understanding and showing interest our community members; ability to manage multiple languages; learning about the community and understanding differences in stakeholders; possessing diversity in life experience; understanding that mental health is vital for the community and themselves.

Problem-solver

Problem-solver refers to ability to de-conflict situations; being consistently helpful.

Interpersonal skills

Interpersonal skills refers to exhibiting emotional intelligence; listening first (i.e., seeking first to understand); caring about themselves, strangers, and new ideas; ability to assess/read each situation.

Patient

Patient refers to not being in a hurry; possessing a temperament that is “even keel.”

Appendix E
Prioritization of Policing Services Recommendations
Adopted by the City Council on May 24, 2017

Please prioritize the importance of our four policing services recommendations. On a scale of 0 to 3, first prioritize the importance of each *Recommendation*. Then prioritize the importance of the elements under each *Recommendation*. If desired, add additional recommendations at the end.

- 0 = Not Important
- 1 = Somewhat Important
- 2 = Important
- 3 = Most Important

___ Recommendation: Police-Community Relationships

- ___ Mutual Safety is built through Mutual Trust.
- ___ Ownership. Falcon Heights needs to have appropriate authority with the police department serving our community, beyond annual reporting.
- ___ Community engagement.
- ___ Creation of a Community-Police Work Group for trend monitoring, relationship building, and problem solving.

___ Recommendation: Training and Capacity

- ___ Mental health care for people in crisis and officers, for mutual safety and well-being.
- ___ Training, with a focus on de-escalation, cultural competency, and explicit and implicit bias.
- ___ Hiring and workforce development to emphasize community relationship-building.

___ Recommendation: Data and Transparency

- ___ Data collection, sharing, and monitoring to detect and respond to trends.
- ___ Public Feedback: surveys, multiple feedback channels, and information/feedback cards.
- ___ Prompt, thorough, and open communication in case of serious incidents.

___ Recommendation: Priorities for Policing Activity

Respect for all is the foundation for policing in our community. The highest priorities for policing activity are:

- ___ Emergency response.
- ___ Cultural competence and community engagement.
- ___ Informative policing.
- ___ In traffic policing, prioritization of serious moving violations.

Additional Recommendation(s):

Survey Results of Prioritization of Policing Services Recommendations

The average rating of importance for each recommendation and its elements are noted below:

0 = Not Important

1 = Somewhat Important

2 = Important

3 = Most Important

Example: A score of 2.11 indicates that the recommendation is important and a score of 3 is the most important recommendation.

2.34 Recommendation: Police-Community Relationships

2.67 Mutual Safety is built through Mutual Trust.

2.65 Ownership. Falcon Heights needs to have appropriate authority with the police department serving our community, beyond annual reporting.

2.11 Community engagement.

1.92 Creation of a Community-Police Work Group for trend monitoring, relationship building, and problem solving.

2.58 Recommendation: Training and Capacity

2.52 Mental health care for people in crisis and officers, for mutual safety and well-being.

2.74 Training, with a focus on de-escalation, cultural competency, and explicit and implicit bias.

2.47 Hiring and workforce development to emphasize community relationship-building.

2.52 Recommendation: Data and Transparency

2.67 Data collection, sharing, and monitoring to detect and respond to trends.

2.15 Public Feedback: surveys, multiple feedback channels, and information/feedback cards.

2.73 Prompt, thorough, and open communication in case of serious incidents.

2.40 Recommendation: Priorities for Policing Activity

Respect for all is the foundation for policing in our community. The highest priorities for policing activity are:

3.00 Emergency response.

2.42 Cultural competence and community engagement.

1.97 Informative policing.

2.20 In traffic policing, prioritization of serious moving violations.

Additional Recommendation(s): None

Appendix F

Satisfaction with Policing Services Recommendations Adopted by the City Council on May 24, 2017

Use the scale below to rate your satisfaction with the elements under each policing services recommendation.

- 1 = Dissatisfied
- 2 = Somewhat dissatisfied
- 3 = Neither satisfied nor dissatisfied
- 4 = Somewhat satisfied
- 5 = Satisfied
- U= Unsure/Unable to Rate

Recommendation: Police-Community Relationships

- Mutual Safety is built through Mutual Trust.
- Ownership. Falcon Heights needs to have appropriate authority with the police department serving our community, beyond annual reporting.
- Community engagement.
- Creation of a Community-Police Work Group for trend monitoring, relationship building, and problem solving.

Recommendation: Training and Capacity

- Mental health care for people in crisis and officers, for mutual safety and well-being.
- Training, with a focus on de-escalation, cultural competency, and explicit and implicit bias.
- Hiring and workforce development to emphasize community relationship-building.

Recommendation: Data and Transparency

- Data collection, sharing, and monitoring to detect and respond to trends.
- Public Feedback: surveys, multiple feedback channels, and information/feedback cards.
- Prompt, thorough, and open communication in case of serious incidents.

Recommendation: Priorities for Policing Activity

Respect for all is the foundation for policing in our community. The highest priorities for policing activity are:

- Emergency response.
- Cultural competence and community engagement.
- Informative policing.
- In traffic policing, prioritization of serious moving violations.

Survey Results of Satisfaction with Policing Services Recommendations

The average rating of satisfaction with the recommendations are noted below:

- 1 = Dissatisfied
- 2 = Somewhat dissatisfied
- 3 = Neither satisfied nor dissatisfied
- 4 = Somewhat satisfied
- 5 = Satisfied

Example: A score of **1.33** indicates more *dissatisfied* than somewhat *dissatisfied* with the services associated with the corresponding recommendation. Whereas a score of **3.83** indicates *somewhat satisfied* with the services associated with the corresponding recommendation.

Recommendation: Police-Community Relationships

- 2.78** Mutual Safety is built through Mutual Trust.
- 1.58** Ownership. Falcon Heights needs to have appropriate authority with the police department serving our community, beyond annual reporting.
- 2.03** Community engagement.
- 1.33** Creation of a Community-Police Work Group for trend monitoring, relationship building, and problem solving.

Recommendation: Training and Capacity

- 2.00** Mental health care for people in crisis and officers, for mutual safety and well-being.
- 2.00** Training, with a focus on de-escalation, cultural competency, and explicit and implicit bias.
- 1.33** Hiring and workforce development to emphasize community relationship-building.

Recommendation: Data and Transparency

- 1.72** Data collection, sharing, and monitoring to detect and respond to trends.
- 1.45** Public Feedback: surveys, multiple feedback channels, and information/feedback cards.
- 1.83** Prompt, thorough, and open communication in case of serious incidents.

Recommendation: Priorities for Policing Activity

Respect for all is the foundation for policing in our community. The highest priorities for policing activity are:

- 3.83** Emergency response.
- 2.78** Cultural competence and community engagement.
- 2.11** Informative policing.
- 2.28** In traffic policing, prioritization of serious moving violations.

Appendix G



CITY OF FALCON HEIGHTS

THE CITY THAT SOARS!

2077 Larpenteur Avenue W
Falcon Heights, MN 55115

P: 651-792-7600
F: 651-792-7610

Dear Deputy County Manager Scott Williams,

The City of Falcon Heights is working with a consultant to analyze our law enforcement services provided by the Ramsey County Sheriff's Office.

To assist us in analyzing our policing needs, I am requesting the following data. I am happy to work with you to determine the format that the data is stored in so that you do not need to produce new records or reports.

The City of Falcon Heights requests the following data from the Ramsey County Emergency Communications Center:

- From January 1, 2018 to December 31, 2021:
 - Number of deputies dispatched by type of service call
 - Frequency of requests for mutual aid
 - Frequency of requests for backup or a secondary deputy
 - Number of citizen-initiated service calls
 - Number of officer-initiated activities
 - Average or aggregate time necessary to complete calls for service and officer-initiated activities

The City of Falcon Heights is a proud partner with both the Ramsey County Sheriff's Office and the Emergency Communications Center. We do not wish to create unduly burdensome work for you or your staff, so if there are ways we can work together to narrow down the scope of our request please do not hesitate to reach out.

Sincerely,

Jack Linehan
City Administrator
City of Falcon Heights, MN
(651) 792-7611
jack.linehan@falconheights.org

Appendix H

Table A.1

911 calls per day

2018	2019	2020	2021	2022	Average
2.26	2.28	2.07	1.92	2.23	2.15

Table A.1 shows the City’s 911 calls for police services as recorded by the Ramsey County Emergency Communication Center (RCECC) from 2018 through 2022.

Table A.2

Annual average time per 911 call

2018	2019	2020	2021	2022	Average
12:12	12:11	12:07	12:08	12:11	12:10

Table A.2 shows in minutes:seconds the annual average time used to address a police service call from dispatch to closure as recorded by the RCECC from 2018 through 2022.

Table A.3

Annual average incident reports per day

2018	2019	2020	2021	2022	Average
.86	.8	.73	.61	.71	.74

Table A.3 shows the annual daily average of incident reports submitted in Falcon Heights.

Table A.4

Annual average incident reports per week

2018	2019	2020	2021	2022	Average
6	5.6	5	4.3	5	5.2

Table A.4 shows the annual weekly average of incident reports submitted in Falcon Heights.

Taking into consideration the community’s perceived need for policing services (i.e., 911 calls) and the patrol officers’ determination of safety concerns that merit documentation (i.e., incident report) and the available 2018 through 2022 data indicates that, on average, less than 30 minutes per day have been used to respond to slightly more than two 911 calls and less than one incident report per day.

Appendix I



Board of Commissioners Resolution B2022-280

15 West Kellogg Blvd.
Saint Paul, MN 55102
651-266-9200

Sponsor: Sheriff's Office

Meeting Date: 12/13/2022

Title: Agreements with the Cities of Falcon Heights and Little Canada for Law Enforcement Services

File Number: 2022-659

Background and Rationale:

The Ramsey County Sheriff's Office has historically entered into agreements with municipalities within Ramsey County for the provision of law enforcement and public safety services, including patrol, investigations, crime prevention, community outreach, and animal control.

Contracting law enforcement and public safety services with the Ramsey County Sheriff's Office provides many advantages. These advantages include cost savings by sharing personnel and resources. Overall operating costs are controlled by sharing personnel, supervision, administrative functions, facilities, vehicles, equipment, and training among the municipalities. Since 1958, this cooperative model has demonstrated how sharing services among municipalities can achieve effective, efficient, and economical law enforcement and public safety services.

Currently, the cities of Arden Hills, Falcon Heights, Little Canada, North Oaks, Shoreview, Vadnais Heights, and the Township of White Bear, also known as the "Contract Communities," have agreements with the Ramsey County Sheriff's Office for law enforcement and public safety services within the geographical boundaries of each municipality. The current agreements with Falcon Heights and Little Canada will expire on December 31, 2022 with no renewal options. The Contract Communities and the Ramsey County Sheriff's Office are recommending new agreements and are proud to work closely together to achieve the shared goal of community safety in the suburban communities of Ramsey County.

Recommendation:

The Ramsey County Board of Commissioners resolved to:

1. Approve the Law Enforcement Services Agreements with the cities of Falcon Heights and Little Canada for law enforcement and public safety services for the period of January 1, 2023 through December 31, 2023.
2. Authorize the Chair and Chief Clerk to execute the agreements.

A motion to approve was made by Commissioner Ortega, seconded by Commissioner McDonough. Motion passed.

Aye: - 7: Carter, Frethem, MatasCastillo, McDonough, McGuire, Ortega, and Reinhardt

By: 
Mee Cheng, Chief Clerk - County Board

**AGREEMENT FOR
LAW ENFORCEMENT SERVICES**

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, 2023.

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, Falcon Heights, 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 continue 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 routine 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, 2023, and shall continue through December 31, 2023 ("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.

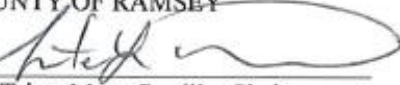
4. Unless the COUNTY and MUNICIPALITY have reached agreement pursuant to the prior paragraph for a change in the MUNICIPALITY'S contribution, the COUNTY shall bill the MUNICIPALITY on a monthly basis in advance in an amount equal to one-twelfth (1/12) of the Budget Estimate for services to the MUNICIPALITY. 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 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.
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 Randy Gustafson and City Administrator Jack Linehan, and the seal of the MUNICIPALITY to be affixed hereto on the 15th of November, 2022 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 13th day of December, 2022.

COUNTY OF RAMSEY

By: 
Trista MatasCastillo, Chair
Ramsey County Board of Commissioners

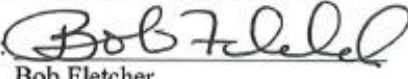
By:  12-13th 2022
Mee Cheng, Chief Clerk
Ramsey County Board of Commissioners

CITY OF FALCON HEIGHTS


By: 
Randy Gustafson
Mayor

By: 
Jack Linehan
City Administrator

APPROVAL RECOMMENDED:

By: 
Bob Fletcher
Ramsey County Sheriff

APPROVED AS TO FORM:

By: 
Kimberly Parker
Assistant Ramsey County Attorney

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CITY OF FALCON HEIGHTS
Regular Meeting of the City Council
City Hall
2077 West Larpenteur Avenue
MINUTES
February 22, 2023 at 7:00 P.M.

NOTE: THIS MEETING WAS HELD BY WEB CONFERENCE*

- A. CALL TO ORDER: 7:05 p.m.
- B. ROLL CALL: GUSTAFSON_X__ LEEHY_X__ MEYER_X__
WASSENBERG_X__ WEHYEE_X(Zoom)
STAFF PRESENT: LINEHAN__
- C. APPROVAL OF AGENDA

Councilmember Leehy motions to
approve the amended agenda;

ROLL CALL TO APPROVE:
GUSTAFSON_X__ LEEHY_X__ MEYER_X__
WASSENBERG_X__ WEHYEE_X(Zoom)
approved 5-0

- D. PRESENTATION
- E. APPROVAL OF MINUTES:
 - 1. February 1, 2023 City Council Workshop Meeting Minutes
 - 2. February 8, 2023 City Council Regular Meeting Minutes

Councilmember Meyer motions to
approve the minutes;

ROLL CALL TO APPROVE:
GUSTAFSON_X__ LEEHY_X__ MEYER_X__
WASSENBERG_X__ WEHYEE_X(Zoom)
approved 5-0

- F. PUBLIC HEARINGS:
- G. CONSENT AGENDA:
 - 1. General Disbursements through: 2/15/23 \$314,899.99
Payroll through: 2/15/23 \$22,859.54
Wire Payments through: 2/15/23 \$15,577.74
 - 2. City License(s)
 - 3. Falcon Heights City Hall - Ramsey County Polling Place Agreement

4. Accept the Resignation of Scott Phillips from the Planning Commission
5. Accept the Resignation of Martin McCleery from the Environment Commission
6. Accept the Resignation of Laure Campbell from the Community Engagement Commission
7. Accept the Resignation of Matthew Chernugal as Public Works Maintenance Worker
8. Order Proposed Ruggles Pathway Easement Vacation Public Hearing
9. Pay Request: Center for Values-Based Initiatives Deliverable #2
10. Appointment of Jake Anderson to the Planning Commission
11. Appointment of Jared Mehlhaff to the Environment Commission

Councilmember Wassenberg motions to approve the consent agenda;

ROLL CALL TO APPROVE:

GUSTAFSON X LEEHY X MEYER X
 WASSENBERG X WEHYEE X (Zoom)
 approved 5-0

Councilmember Wassenberg worked with Scott Phillips on the Planning Commission and Martin McCleery on the Environment Commission. He enjoyed working with both and thanks them for their service.

Councilmember Leehy asks for clarification as to why City Hall is listed as a polling place on our agreement but we have not included Falcon Heights United Church.

Administrator Linehan says that the Council reaffirmed our two polling places back in January. City Hall is location #1, for those west of Snelling. And, location #2 is Falcon Heights church, for those east of Snelling. The church is required to approve this same agreement. It's basically our responsibility as a host site to open the doors at 5:00 AM and provide all the necessary services for the election workers; it's essentially reaffirming that we will take care of our responsibilities. This agreement does not preclude or remove the church as a voting location. Each location must approve the agreement. But, because we are a public body, we have to formally approve the agreement, where other locations may be able to just sign it.

Councilmember Leehy thanks Administrator Linehan for the clarification.

Mayor Gustafson thanks Laure Campbell and Matt Chernugal. The Mayor served with Laure Campbell on the Community Engagement Commission and appreciates her good ideas. Matt Chernugal has been with the City for a short time but the Mayor says he understands when places like St. Paul Water Works grab a good employee when they see one. We will look forward to new people joining us on the Planning, Environment and Community Engagement Commissions.

H: POLICY ITEMS:

1. Approval of Acquisition of Real Property from the University of Minnesota for Community Park - 2050 Roselawn Avenue

Administrator Linehan says this is one of the last steps in the purchase of the Community Park property. This has been a long process as the City has worked through and expressed their interest in purchasing the park. The City has leased the property from the University of Minnesota for \$1 per year since 1973. Our current lease started in 2008 and runs through 2024. As the lease is expiring and the City has expressed a desire to improve the building, both parties have expressed

interest in the property being purchased by the City. The final question was the price and how to go about it. Over the past two years, two appraisals were completed to determine the price. The University hired an appraiser and the City hired an appraiser in the summer of '22. The valuation range for the property was between \$1.25 and \$2.00 per square foot between the two appraisals. The City initially made an offer on the property that was rejected by the University of Minnesota. Both parties, through negotiations, came up with a mutually beneficial price that split the difference of the two appraisals and is right between the two at \$1.62 ½ per square foot. During the negotiation process, it was determined that the 14 ½ acre parcel was actually larger than that. Because of this, the estimated sale price is around \$1.1 million dollars. The final price will be determined by the plat of survey, which we just received today, which will determine the total square footage. The \$1.625 per square foot remains the price. The Board of Regents approved and authorized this sale on February 10, 2023. It now goes to the City for approval. This has been drafted by our attorney; this resolution comes from the attorneys directly, who have vast knowledge in this area of property acquisition and land negotiations. The resolution essentially allows Staff and attorneys, if Council agrees in principal, that overall these principals are good and agrees to the terms, it allows us to work with our attorney to finalize the document. There will be a lot of paperwork coming up and this allows total authority to Staff, Mayor and City Attorney to execute all necessary documents. This is all is contingent upon the successful subdivision of the property, the title of the property and the plat of survey. If all of those are agreeable and the subdivision goes through, then the next step would be to put the subdivision on a public hearing at the Planning Commission on Tuesday, February 28th. If the Planning Commission recommends a favorable approach to the subdivision, it will then go to the City Council for final approval on March 8th. If all of those steps go through, we're working towards a closing date of end of March or early April for the property. Administrator Linehan says he'll answer questions, if there are any.

Councilmember Wehyee asks about the final closing costs, as that figure has not been included in the figure. Does Administrator Linehan know the approximate closing costs?

Administrator Linehan says they're expecting about 3%, on average. Because they elected not to use a broker, we'll save on brokerage fees, but we'd likely cover the 3% of closing costs. We have already paid for some of that: ALTA survey and the title for the property. He says to expect approximately another \$30,000 added on to the total as an estimate.

Councilmember Leehy asks if we're hoping to close by the end of March so that the City would qualify for certain funds.

Administrator Linehan says both parties are working towards that. The City would like to apply for a grant, which closes at the end of March, and we have been in discussion with them. If we show that we are substantially in ownership of the property, if the sale is pending, then that would be good enough for them; that would show we are working towards it. But, we must understand that there's the realistic timeframe that we've been in, that would push that back a little further. Council Member Leehy thanks Administrator Linehan for his research into that.

Councilmember Wassenberg says he finds that the purchase price seems quite reasonable when looking at the comparable properties in a more urban area such as Roseville or St. Louis Park.

Mayor Gustafson says that he felt it was a fair deal for both. Even though this is a minor piece of land for such a large land grant institution, their bureaucracy and people worked well for us. Once things were in motion, Mayor states that Administrator Linehan and team did a good job and he thanks him for negotiating on behalf of the City and pulling this deal together with the University.

Councilmember Wehyee also wants to recognize and thank Administrator Linehan and team for leading the City in this process. He says that this is may be the Administrator's largest negotiation, but he did a stellar job. This is an opportunity for us to own the land says he's personally very

excited about this; that this is something to be proud of. This is probably one of those achievements that he and others will look back on and be proud of.

Administrator Linehan thanks the Council for their leadership. Since he started, it was clear this was a top priority to purchase and renovate the park. This gave clear guidance on how to work towards it. This took about nine months to get through the process; that's two agencies/ bureaucracies working in action.

All told, we moved quick and it was a pleasure working with the University on this. They worked in good faith and have a whole department, GIS staff and many attorneys on staff, which would have been difficult without their expertise. The goal of the two parties was never to win one over on the other party. It wasn't their goal to get as much money as possible; they know that this land, if it wasn't a park, would be worth over ten million dollars. They understand this is them giving the land back to the community. By them selling it to the City, it benefits their students and benefits their mission of being a good neighbor. He think it's a big accomplishment for the City and a good win for both parties; it's an exciting day!

Councilmember Meyer states he's looking forward to the next steps and all of the conversations we're going to have with consultants and the community about what our park is going to look like, what its current role serves and what it might serve in the future. It's going to be fun to dream up what that can be and to go out and accomplish that.

Councilmember Wassenberg adds that there's a very excited Parks and Rec Commission!

Mayor Gustafson says it's a very exciting time and an additional step on a long journey, when they purposefully began saving for this day to have the cash on hand to buy it, which has been a several year-long project.

Councilmembers Leehy and Wehyee motion to approve resolution 23-18, the Approval of Acquisition of Real Property from the University of Minnesota for Community Park;

ROLL CALL TO APPROVE:

GUSTAFSON_X__ LEEHY_X__ MEYER_X__
WASSENBERG_X__ WEHYEE_X (Zoom)
approved 5-0

I. INFORMATION/ANNOUNCEMENTS:

Councilmember Wehyee says there was an opportunity to meet with Mayor Hassan from Somalia. The plan to meet was derailed a bit due to weather but Administrator Linehan is working with him to reschedule that. Wehyee states it is a good opportunity to meet with someone that represents a significant portion of our community. He also says that the Planning Commission is meeting on Tuesday, 2/28, when there will be a public meeting at that hearing.

Councilmember Wassenberg says he has no announcements.

Councilmember Meyer says that the Environment Commission had a meeting on 2/13 and the chair of the commission, Beth Mercer-Taylor, brought in a guest from Germany to discuss their

community's push towards clean energy. The Environment Commission is still looking for one more commissioner and you can apply online.

Councilmember Leehy says she has no announcements.

Mayor Gustafson says that the Community Engagement met on 2/15 and they are looking forward to the Spring Together event on Saturday, May 20th at Curtiss Field. We will have ice cream and games. We will have a joint meeting with the Parks and Recreation Commission soon to further coordinate that event as well as the Ice Cream Social event, which is tentatively slated for Thursday, July 20, 2023; location TBD, depending on ground conditions at Community Park.

The Mayor reminds the community to get their cars off the streets as the City will be under a tough twenty-four hours for snow removal.

Administrator Linehan gives further details on the meeting with the Mayor of Galkayo, Somalia that Councilmember Wehyee mentioned earlier. Galkayo is the capital of the northern region and the population ranges between 80,000 and 350,000. This is due to it being a transient area that's constantly getting new people. He wanted to introduce that topic. Administrator Linehan reminds the Council that we have the Sister City in the budget and thought this might be a good first step of those discussions. City Hall will be closed on February 23 and Staff will be working remotely; residents can complete most City business online, including permits now, so he recommends they try that avenue, if possible. Public Works will be still be out and we'll be answering phones. As mentioned early, the Planning Commission will meet on 2/28 for a public hearing on the subdivision of Community Park. If that gets approved, that would come to the City Council meeting on March 8th for a vote. The City Council Workshop on March 1st will be cancelled. Instead, we'll do a City Council Retreat on a tentative date of March 18th from 9:00 AM - 3:00 PM. That date works for Matt Bostrom and The Center for Values-Based Initiatives, who would walk us through initial findings then. He could then share those with the public at the March 22nd City Council meeting.

If the date is a conflict for the Council, he asks that they let him know so that another date could be chosen.

J. COMMUNITY FORUM:

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

K. ADJOURNMENT: 7:33 p.m.

Councilmember Wassenberg
motions to adjourn the
meeting;

ROLL CALL TO APPROVE:

GUSTAFSON_X__ LEEHY_X_ MEYER_X_
WASSENBERG_X__ WEHYEE_X_(Zoom)
approved 5-0

Randall C. Gustafson, Mayor

Dated this 8th day of March, 2023

Jack Linehan, City Administrator

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CITY OF FALCON HEIGHTS
Regular Meeting of the City Council
City Hall
2077 West Larpenteur Avenue
MINUTES
March 8, 2023 at 7:00 P.M.

- A. CALL TO ORDER: 7:07 p.m.
- B. ROLL CALL: GUSTAFSON X LEEHY MEYER
WASSENBERG X WEHYEE

STAFF PRESENT: LINEHAN X

- C. APPROVAL OF AGENDA

- D. PRESENTATION
1. Saint Paul Fire Department - Annual Report

After taking roll call, it was determined that the City Council did not have a majority council. Business could not proceed and it became an unofficial meeting of the Council.

Mayor Gustafson explains that the City of Falcon Heights began contracting their fire services with the City of St. Paul on January 14, 2021. Our initial two-year contract is now in its automatic renewal phase. To recap the first two years of services provided to the City by the St. Paul Fire Department, the Administrative Deputy Chief, Stacy Hohertz, will present.

Deputy Chief Hohertz says they've enjoyed providing services and being invited to City events, as that's important to continue to build relationships with residents.

St. Paul Fire is an all-hazards fire department; they have the ability to provide fire protection, emergency medical services and response to hazardous materials.

There's a total of 435 firefighters, with 115 firefighters staffed daily. The term "firefighter" here means sworn personnel of various ranks. There are 15 operating fire stations, with two of them within 2 miles of the city center of Falcon Heights. There are 25 staffed fire apparatus, 15 ALS ambulances, 3 BLS ambulances, a hazardous material team, an advanced technical rescue team and fire investigators that are on duty 24-hours per day.

In 2021, there was a total of 934 responses within the City. If you look at a breakdown of those numbers, 763 were EMS and 171 were fire.

In 2022, that run volume went up to 1,209 responses. 1,019 were EMS and 190 were in the area of fire. The breakdown is that about 84% were medical and 16% were fire in 2022. We saw an increase of 34% in medical (from 2021 to 2022) and an 11% increase (from 2021 to 2022) in fire. Medical alarms are also included in the fire response.

The heat map shows where the bulk of the calls came in. The SE corner of Falcon Heights is a bit of "hot spot."

Deputy Chief Hohertz showed a breakdown of the way runs came in and the incident type. The largest component of types of fire response was "assist invalid," which is a person down, needing a lift. The next largest would be "alarm system activation," and then going on to a wide variety of incidents after that.

Next, Deputy Chief Hohertz shows response times as they are captured in their CAD system. First, is the call processing, which is when the 911 call is received and units are dispatched. The turnout time is a measurement of the time once the call is received and the personnel reach their vehicle/apparatus to leave the station. The Travel time is when the vehicle leaves the station and arrives on the scene. Then, vertical time is when the apparatus arrives and the time it takes personnel to arrive at the patient's side or the fire. These components are combined to reach a Total Response Time. The NFPA (National Fire Protection Association) has set a standard Total Response Time of 9 minutes and 20 seconds. St. Paul Fire's current average response time is 5 minutes and 58 seconds, which is well below the national standard. They want to maintain that standard in 2023, to provide the best service, as fires grow in intensity within a short period of time.

Deputy Chief Hohertz asks if there are any questions.

Councilmember Wassenberg asks if Hohertz can go back to the heat map slide.

City Administrator Linehan says that the "hot spot" in the SE corner appears to be the State Fair; it must be pulling in State Fair data as well.

Deputy Chief Hohertz says that the data does include the State Fair.

Mayor Gustafson asks for confirmation whether St. Paul Fire has a contract with the MN State Fair and the University of MN within our area.

Deputy Chief Hohertz says that is true.

Councilmember Wassenberg says that the next "warmest area" (after the area of the MN State Fair), is the area of Falcon Crossing.

Deputy Chief Hohertz says that she does see that property come through quite a bit.

Mayor Gustafson agrees and says quite a bit of calls from there are for medical assistance. As Deputy Chief Hohertz referred to the calls, it's "assisting invalids."

Hohertz says they don't control the terminology; it's assigned during the dispatch. Sometimes, they arrive with intentions of finding something benign and it's serious and vice versa. But, that's why you always want the response time to be quick, because you don't always know what you're coming into.

Mayor Gustafson asks if everything is dispatched out of downtown. Hohertz says they dispatch for the entire county.

Mayor Gustafson points out the growth of calls from 2021 to 2022 and wonders if that's typical growth.

Deputy Chief Hohertz says two years of data isn't a great way to pinpoint the reason for growth. But, state fair attendance may have gone up from 2021 to 2022, for example. Fire calls aren't significant at 11% more.

Deputy Chief Hohertz says that, although the number of responses would be much higher, the percentages are fairly similar to what they see within Saint Paul also.

Mayor Gustafson asks about the daily staff of 115 firefighters on duty and wonders if EMS is part of that daily number.

Deputy Chief Hohertz says that each person on Saint Paul Fire are dual-role, cross-trained. So, everybody is a firefighter and everyone is at least at the EMT Basic level. Then, there's about 1/3 that are trained at the paramedic level. That is why we can do the ALS and BLS because that higher level of training within about a third of our department. That allows them to be flexible and respond to a variety of things.

Councilmember Wassenberg asks how staffing has been the last couple of years, as other places are seeing some challenges.

Deputy Chief Hohertz says they have not seen the same degree of turnover.

Mayor Gustafson asks about the stress of the job and the mental health toll.

Deputy Chief Hohertz says they see more and more people with PTSD but they have a health and wellness committee, a cancer task force, a peer support team with a social worker embedded in that team if it needs additional referrals, and two service dogs. We try to be proactive because we know it's a national trend and that police and fire are seeing it in great quantities. We do a lot of collaborative work with Regions and have great medical direction from them.

City Administrator Linehan states that they'll post that presentation along with the report online.

Mayor Gustafson thanks Deputy Chief Hohertz and said that contracting fire services out with the City of Saint Paul has really worked out well for the City, for our residents, for our budget and for the response time.

Councilmember Wassenberg said he feels like they are in great hands.

City Administrator Linehan had a meeting with Chief Inks as well to talk about the service levels and the continuation of our contract. Both parties are in agreement that there will be no changes to the contract, that the initial two-year agreement will continue to roll over annually until either party says otherwise, and there are built-in increases of 2.25%. We also discussed how we can help them. We've offered the potential use of our bays for daytime staffing and we have a compressor that is no longer utilized. At a future meeting, we will bring a recommendation to surplus that item to sell it to St. Paul Fire to use for training. It's mutually beneficial in the sense that the City no longer uses the compressor and will get some revenue from it. And, the St. Paul Fire Department will use it for training to provide better service to the City.

E. APPROVAL OF MINUTES:

1. February 22, 2023 City Council Regular Meeting Minutes

The Council did not have quorum in order to approve minutes.

F. PUBLIC HEARINGS:

G. CONSENT AGENDA:

1. General Disbursements through: 3/3/23 \$75,645.95
Payroll through: 2/28/23 \$24,319.54
Wire Payments through: 2/28/23 \$16,148.38
2. City License(s)

3. Amendments to the Mounds Park Academy Revenue Refunding Note Series 2014
4. Commission Assignment Adjustment
5. Joint Powers Agreement & Court Subscriber Amendment with the Bureau of Criminal Apprehension
6. Met Council TBRA Grant Funds Release

The Council did not have quorum in order to approve agenda items.

H: POLICY ITEMS:

I. INFORMATION/ANNOUNCEMENTS:

Councilmember Wassenberg shares an update from the joint meeting that occurred on Monday, March 6, with the Parks and Recreation and Community Engagement Commissions. He said the meeting was well attended with either 14 or 15 present. The meeting started by discussing various elements of the Spring Together event that will be held at Curtiss Field, from the flyer to the budget, to how to best serve ice cream; taking into consideration how best to bring residents together, particularly in that part of town, and how to have fun and to learn from residents while we're there. From there, the Community Engagement Commission exited and the Parks and Recreation Commission continued the meeting, talking at lengths about the summer programming and how that's going to be executed. And, we decided on the 2023 commission goals, narrowing it down to 10 goals. We also discussed having a Parks and Recreation corner in the weekly newsletter.

Mayor Gustafson thanked Public Works, as that was a heavy snow! Councilmember Wassenberg said they were exercising great care to carefully place the snow. Mayor Gustafson said they did it with just two people and their experience showed!

Mayor Gustafson mentions how he and councilmember Wassenberg attended the League of Minnesota Cities Elected Officials training conference the weekend of the 24th and 25th. It started on Friday and went all day long. Then, more followed on Saturday. I think everybody was looking at their policing costs, the services and the challenges. And, a key initiative this year is the mental health of our police officers and how can we get help built into the system. Then, THC ordinances and how they are trying to monitor that so that cities still have involvement and some control. We looked at health care provisions that are going through, the changing demographics of the state and how that's impacting what we're doing.

Councilmember Wassenberg said there was very good online coursework and presentations. And, that it was also nice to just interact with other councilmembers and to talk about challenges and best practices with them.

The League is organizing a day at the capital tomorrow (March 9). Councilmember Leehy and City Administrator Linehan will both attend. City Administrator Linehan says that the City Day on the Hill is an all-day session. In the morning, there is one on cannabis and the current proposed legislation. It will be helpful to see what the state is doing. Then, we have two afternoon meetings with our local legislators. We'll talk about some of the priorities of the City Council and the City. Specifically, Community Park. The City applied for a bonding bill in 2020 and it made the governor's list of approved bonding. At the end, it was pulled from the final approved list. At the time, the City applied for \$1 million in bonding funding and we'd like to try to submit again and work with our legislators moving forward. That support from the state would

help get us a better park and help our residents with the tax levy. As the Mayor mentioned, we'll also talk about protecting local government aid. The City typically gets about 20% of revenue from local government aid. That's down from the past, prior to 2011. Maintaining that and increasing it helps protect our residents and allows us to offer the service that we offer since we are the frontline of government. We find it every day. If our residents have an issue with the state, the federal government or the city, they call the city first. We hope the state recognizes that we're helping their mission as well.

We will have a City Council retreat next Saturday, March 18, from 9:00 AM to 3:00 PM. The morning will focus on our organizational operation and Staff will present updates from their departments. In the afternoon, we'll focus on some of our strategic goals. These meetings are open to the public and we'll have it noticed if anyone wants to attend. Matt Bostrom from the Center of Values-Based Initiatives will walk us through his study. He'll present the final results of his study on Wednesday, March 22, at our City Council meeting, which will be live. If residents participated in the survey or the study group, the meeting will be a chance to hear the results of the study.

Right now, we are down two full-time staff members and we're recruiting for those positions. The Administrative and Communications Coordinator position closed last Wednesday. We're interviewing five people and our goal is to fill the position as soon as possible.

We have our maintenance worker position as well for someone that has a background or interest in driving heavy equipment, wants to work for the City doing public service and have benefits like a pension. We have that position on our website and at City Hall. We encourage people to apply. It's a great opportunity and an important position for our City. We also have our Summer Program Coordinator, which is a key position to help plan our summer programming. Our previous Summer Program Coordinator is finally graduating and moving on to another role. It's been a busy winter and we have more snow in the forecast. Administrator Linehan issued a reminder that whenever 2" of snow or more falls, the City will be out plowing. Finally, there will be a public hearing at the March 22nd City Council meeting. It's for the Ruggles Path Easement Vacation. Notices are going out this week to residents within 500 feet of the subdivision plot. Although they'll come from Roseville, they are for the City of Falcon Heights.

Mayor Gustafson restates that we'll have a public hearing in two weeks and we'll also be able to go through our full consent agenda then.

J. COMMUNITY FORUM:

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

K. ADJOURNMENT: 7:53 p.m.

There was not quorum so no motion needed to adjourn.

Randall C. Gustafson, Mayor

Dated this 8th day of March, 2023

Jack Linehan, City Administrator

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Meeting Date	March 22, 2023
Agenda Item	Public Hearing F1
Attachment	Resolution
Submitted By	Stephanie Smith, Interim City Engineer

Item	Public Hearing for Proposed Vacation of Ruggles Pathway Right-of-Way
Description	<p>The public right-of-way for a pathway connecting to Ruggles Street, between Pascal Street and Holton Street, was dedicated with the plat of BARTHEL VILLAS. The right-of-way is labeled in the plat as "WALK."</p> <p>At the November 9, 2022 City Council meeting, Council discussed potentially vacating the pathway right-of-way rather than improving the pathway with concrete or pavers with the 2023 Pavement Management Project.</p> <p>At the February 22, 2023 City Council meeting, Council called a public hearing for the proposal to vacate the pathway right-of-way. Staff posted notice of the hearing in the Pioneer Press newspaper March 7th and 14th, and mailed notice was sent to residents within 500' of the vacation boundaries. Written comment received by staff will be read into the record at the hearing.</p> <p>Currently, no improved surface has been installed as a pathway. The area is maintained by the adjacent residents as part of their lawn. Local residents walk through the area; however, it does not meet Americans with Disabilities Act (ADA) standards. Residents adjacent to the right-of-way proposed for vacation have spoken with City staff in opposition to installation of a paved pathway.</p> <p>If the right-of-way is not vacated, staff recommends Council improve the pathway with a paved surface, meeting ADA standards, which could be added to the 2023 Pavement Management Project as proposed at the November 9, 2022 meeting.</p>
Budget Impact	No significant impact is anticipated.
Attachment(s)	Resolution Mailed Notice

Action(s) Requested	<ul style="list-style-type: none">• Hold Public Hearing to receive comment on the Proposed Vacation of Ruggles Pathway (Between Pascal Street and Holton Street).• Consider for approval the resolution for Vacation of Ruggles Pathway (Between Pascal Street and Holton Street).
--------------------------------	---

March 10, 2023

PROPERTY OWNER

RE: Ruggles Pathway Vacation- Public Hearing Notice
Wednesday, March 22, 2023, at 7:00 p.m.
City Hall- Council Chambers
2077 Larpenteur Avenue, Falcon Heights

Dear Property Owner:

At the February 22, 2023 Council meeting, the City Council called the Public Hearing for the proposed vacation to the Ruggles Pathway (between Pascal Street and Holton Street).

Attached is the formal public hearing notice along with the proposed resolution for vacation that will be considered. At the hearing, City staff will provide the City Council with a brief presentation regarding the proposed vacation and then request public comment. The City Council will decide whether or not to proceed with the vacation.

If you cannot attend the hearing but would like to address the City Council, please provide your comments in a letter or e-mail; written comments will be provided to the City Council.

Sincerely,



Stephanie Smith, MN P.E.
Interim-City Engineer

CC: Jack Linehan, City Administrator
Attachment: Public Hearing Notice
Ruggles Pathway Vacation Resolution

**NOTICE OF PUBLIC HEARING
ON VACATION OF RUGGLES PATHWAY
PURSUANT TO MINNESOTA STATUTE 412.851
CITY OF FALCON HEIGHTS, MINNESOTA**

NOTICE IS HEREBY GIVEN that a hearing will be held before the City Council of Falcon Heights, in the City Hall located at 2077 Larpenteur Ave W, in said city, on the 22nd day of March, 2023, at 7:00 p.m. to consider a proposed vacation of Ruggles Pathway located between the street of Pascal Street and Holton Street legally described as:

All of the right of way which is labelled as “WALK” on the plat named Barthel Villas; said “WALK” was dedicated to the public by the said plat of Barthel Villas; said “WALK” being bounded as follows:

On the North by Lots 9 and 26, Block 1, said plat of Barthel Villas;
On the South by Lots 10 and 25, Block 1, said plat of Barthel Villas;
On the East by the West right of way line of Holton Avenue;
On the West by the East right of way line of Pascal Avenue;

All in Ramsey County, Minnesota.

Dated: February 22, 2023

BY ORDER OF THE CITY COUNCIL

Jack Linehan
City Administrator

Published: March 7 and 14, 2023 – Pioneer Press

**CITY OF FALCON HEIGHTS
COUNCIL RESOLUTION**

March 22, 2023

No. 23-xx

**RESOLUTION NO.
A RESOLUTION VACATING RUGGLES PATHWAY
(BETWEEN PASCAL STREET AND HOLTON STREET)**

WHEREAS, the Council previously passed Resolution No. 23-15 noting its interest in vacating pursuant to Minnesota Statute § 412.851 Ruggles pathway right-of-way between Pascal Street and Holton Street described as follows and depicted in Exhibit “A”:

All of the right of way which is labelled as “WALK” on the plat named Barthel Villas; said “WALK” was dedicated to the public by the said plat of Barthel Villas; said “WALK” being bounded as follows:

On the North by Lots 9 and 26, Block 1, said plat of Barthel Villas;
On the South by Lots 10 and 25, Block 1, said plat of Barthel Villas;
On the East by the West right of way line of Holton Avenue;
On the West by the East right of way line of Pascal Avenue;

All in Ramsey County, Minnesota;

and setting a public hearing to consider the vacation of such street; and

WHEREAS, a public hearing to consider the vacation of such street was held on the 22nd day of March, 2023, before the City Council in the City Hall located at located at 2077 West Larpenteur Avenue, Falcon Heights at 7:00 p.m. after due published and posted notice had been given, as well as personal mailed notice to all affected property owners by the City Clerk on the 10th day of March, 2023 and all interested and affected persons were given an opportunity to voice their concerns and be heard; and

WHEREAS, any person, corporation or public body owning or controlling easements contained upon the property vacated, reserves the right to continue maintaining the same or to enter upon such way or portion thereof vacated to maintain, repair, replace or otherwise attend thereto; and

WHEREAS, the Council in its discretion has determined that the vacation will benefit the public interest because the right-of-way is not needed for current or future right-of-way purposes; and

And WHEREAS, four-fifths of all members of the City Council concur in this resolution;

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

That the right-of-way described as follows and depicted in Exhibit "A" is hereby vacated, with the exception of a drainage and utility easement within the vacated area is hereby reserved:

All of the right of way which is labelled as "WALK" on the plat named Barthel Villas; said "WALK" was dedicated to the public by the said plat of Barthel Villas; said "WALK" being bounded as follows:

On the North by Lots 9 and 26, Block 1, said plat of Barthel Villas;
On the South by Lots 10 and 25, Block 1, said plat of Barthel Villas;
On the East by the West right of way line of Holton Avenue;
On the West by the East right of way line of Pascal Avenue;

All in Ramsey County, Minnesota.

BE IT FURTHER RESOLVED, that the Mayor and City Clerk are hereby authorized to sign all documents necessary to effectuate the intent of this resolution and file a notice of this vacation as required by law.

Moved by:

Approved by: _____
Randy Gustafson
Mayor
March 22, 2023

GUSTAFSON _____ In Favor
LEEHY
MEYER _____ Against
WASSENBERG
WEHYEE

Attested by: _____
Jack Linehan
City Administrator
March 22, 2023

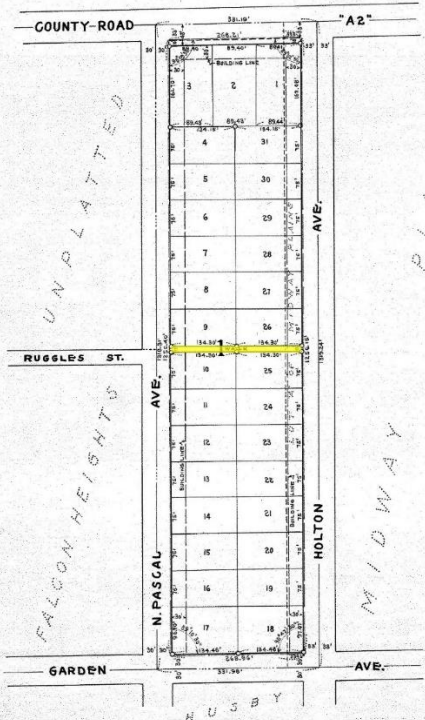
Exhibit A

2327

BARTHEL VILLAS RAMSEY COUNTY, MINN.

SCALE: 1 IN. = 100 FT.
O INDICATES IRON

ENGINEERING SERVICE CO.
W.S. RAMSEY,
REG. SURVEYOR & ENGR.



I, hereby certify to having surveyed the property described on this plat as 'Barthel Villas' and here placed irons at the corners as shown and the same is correct.
There is no low wet ground nor any traveled road, or easement, on or across same except as shown.
W.S. Ramsey
Reg. Surveyor & Engr. Minnesota No. 1150

State of Minnesota) S.S. On this 21 day of 1917 before me the County of Ramsey) Notary Public, Ramsey County, Minn.
My Commission expires _____

This is to certify that we, Mary Barthel widow, Joseph Barthel jr. Lois Barthel husband and wife, John M. Dickey and Anna Marie Dickey, husband and wife, Kenneth Barthel, LeRoy Barthel and Steven Barthel of which Mary Barthel is the qualified guardian, the owners of the west sixteen (16) rods of the northeast quarter (16A) of the southeast quarter (16B) of section fifteen (15) township twenty-one (21) north, range twenty-three (23) west, excepting thereof the west thirty (30) square feet, one (1) acre, more or less, and the south thirty (30) feet, and Richard Steas and Catherine Duffert, the north thirty (30) feet and the south thirty (30) feet, and Midway Plains according to the plat thereof on file and of record in the office of the Register of Deeds in and for said Ramsey County, have caused the same to be surveyed and plotted and hereafter known as 'BARTHEL VILLAS' as shown by this plat, and hereby dedicate to the public and for the public use forever all roads and walkways as shown.
Witness our hands and seal this 21st day of September 1917.

In presence of
Thomas J. Nech
Anna Marie Dickey
LeRoy Barthel
Steven Barthel
Richard Steas
Catherine Steas
John M. Dickey
Anna Marie Dickey
Kenneth Barthel
Lois Barthel
John M. Dickey
Anna Marie Dickey
Kenneth Barthel
LeRoy Barthel
Steven Barthel
Richard Steas
Catherine Steas

State of Minnesota) S.S. On this 28 day of September A.D. 1917 before me the under-County of Ramsey) signed, personally appeared Mary Barthel, widow, Joseph Barthel jr., Lois Barthel, husband and wife, John M. Dickey and Anna Marie Dickey, husband and wife, Kenneth Barthel and Steven Barthel, of which Mary Barthel is the qualified guardian, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

State of Minnesota) S.S. On this 28 day of September A.D. 1917 before me the under-County of Ramsey) signed, personally appeared Richard Steas and Catherine Steas, husband and wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Accepted and approved by the Township Board of Rose Township
Accepted and approved this 12 day of October A.D. 1917

Accepted and approved by the Board of County Commissioners this 21 day of October A.D. 1917
Ramsey County, Minnesota.

Copyright 1917
A 23 5744 116 2 2 5

**CITY OF FALCON HEIGHTS
COUNCIL RESOLUTION**

March 22, 2023

No. 23-20

**RESOLUTION NO.
A RESOLUTION VACATING RUGGLES PATHWAY
(BETWEEN PASCAL STREET AND HOLTON STREET)**

WHEREAS, the Council previously passed Resolution No. 23-15 noting its interest in vacating pursuant to Minnesota Statute § 412.851 Ruggles pathway right-of-way between Pascal Street and Holton Street described as follows and depicted in Exhibit “A”:

All of the right of way which is labelled as “WALK” on the plat named Barthel Villas; said “WALK” was dedicated to the public by the said plat of Barthel Villas; said “WALK” being bounded as follows:

On the North by Lots 9 and 26, Block 1, said plat of Barthel Villas;
On the South by Lots 10 and 25, Block 1, said plat of Barthel Villas;
On the East by the West right of way line of Holton Avenue;
On the West by the East right of way line of Pascal Avenue;

All in Ramsey County, Minnesota;

and setting a public hearing to consider the vacation of such street; and

WHEREAS, a public hearing to consider the vacation of such street was held on the 22nd day of March, 2023, before the City Council in the City Hall located at located at 2077 West Larpenteur Avenue, Falcon Heights at 7:00 p.m. after due published and posted notice had been given, as well as personal mailed notice to all affected property owners by the City Clerk on the 10th day of March, 2023 and all interested and affected persons were given an opportunity to voice their concerns and be heard; and

WHEREAS, any person, corporation or public body owning or controlling easements contained upon the property vacated, reserves the right to continue maintaining the same or to enter upon such way or portion thereof vacated to maintain, repair, replace or otherwise attend thereto; and

WHEREAS, the Council in its discretion has determined that the vacation will benefit the public interest because the right-of-way is not needed for current or future right-of-way purposes; and

And WHEREAS, four-fifths of all members of the City Council concur in this resolution;

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

That the right-of-way described as follows and depicted in Exhibit "A" is hereby vacated, with the exception of a drainage and utility easement within the vacated area is hereby reserved:

All of the right of way which is labelled as "WALK" on the plat named Barthel Villas; said "WALK" was dedicated to the public by the said plat of Barthel Villas; said "WALK" being bounded as follows:

On the North by Lots 9 and 26, Block 1, said plat of Barthel Villas;
On the South by Lots 10 and 25, Block 1, said plat of Barthel Villas;
On the East by the West right of way line of Holton Avenue;
On the West by the East right of way line of Pascal Avenue;

All in Ramsey County, Minnesota.

BE IT FURTHER RESOLVED, that the Mayor and City Clerk are hereby authorized to sign all documents necessary to effectuate the intent of this resolution and file a notice of this vacation as required by law.

Moved by:

Approved by: _____
Randy Gustafson
Mayor
March 22, 2023

GUSTAFSON _____ In Favor
LEEHY
MEYER _____ Against
WASSENBERG
WEHYEE

Attested by: _____
Jack Linehan
City Administrator
March 22, 2023

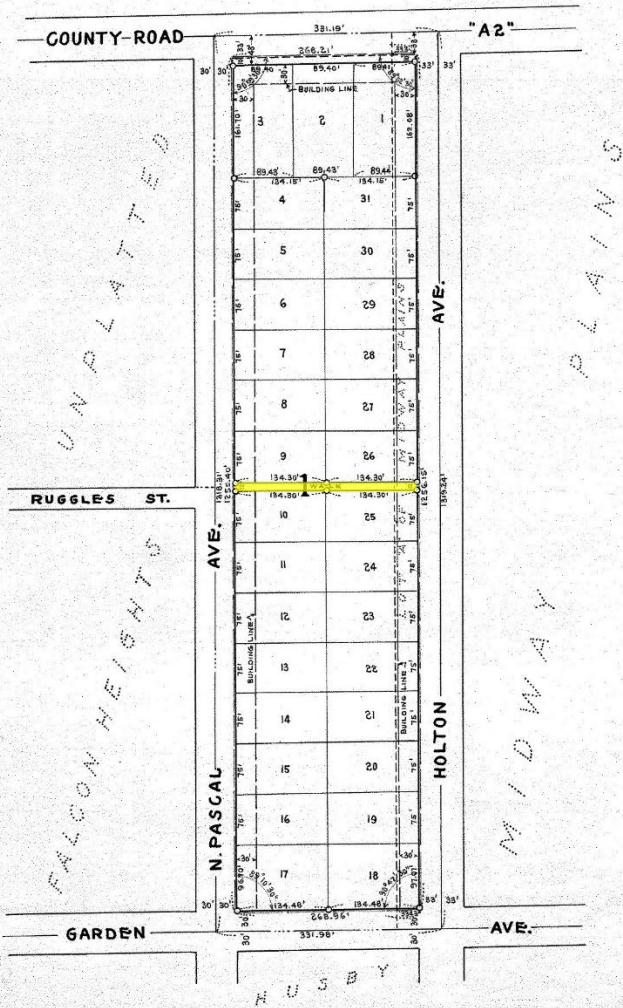
Exhibit A

2327

BARTHEL VILLAS
RAMSEY COUNTY, MINN.

SCALE: 1 IN. = 100 FT.
O INDICATES IRON

ENGINEERING SERVICE CO.
W. S. Ramlow,
RES. SURVEYOR & ENGR.



I, hereby certify to having surveyed the property described on this plat as 'BARTHEL VILLAS' and have placed irons at the corners as shown and the same is correct.
There is no low wet ground nor any traveled road or easement on or across same except as shown.

W. S. Ramlow
Reg. Surveyor & Engr. Minnesota No. 1150

State of Minnesota) S.S. On this 20th day of October, A.D. 1947 before me the County of Ramsey)
undersigned personally appeared W. S. Ramlow, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

Edmund J. Meehan
Notary Public, Ramsey County, Minn.
My Commission expires March 20, 1950

This is to certify that we, Mary Barthel, widow, Joseph Barthel, jr., Lois Barthel, husband and wife, John M. Dickey and Anna Marie Dickey, husband and wife, Kenneth Barthel, LeRoy Barthel, and Eileen Barthel of which Mary Barthel is the qualified guardian, the owners of the west sixteen (16) rods of the northeast quarter (NE 1/4) of the southwest quarter (SW 1/4) of section fifteen (15) township twenty-nine (29) north, range twenty-three (23) west, excepting thereof the west thirty (30) feet, the north thirty (30) feet and the south thirty (30) feet; and Richard Stoss and Catherine Stoss, husband and wife owners of lot 'A' of Midway Plains, according to the plat thereof on file and of record in the office of the Register of Deeds in and for said Ramsey County, have caused the same to be surveyed and platted and hereafter known as 'BARTHEL VILLAS' as shown by this plat, and hereby dedicate to the public and for the public use forever all roads and walks as shown.

Witness our hands and seal this 20th day of October, 1947.

In presence of
Thomas J. Nash
Doane J. Schmitt
Mary Barthel
Joseph Barthel, jr.
Lois Barthel
John M. Dickey
LeRoy Barthel
Anna Marie Dickey
Kenneth Barthel
Mary Barthel, guardian of E. EDWARD Barthel
Richard Stoss
Catherine Stoss

State of Minnesota) S.S. On this 20th day of October, A.D. 1947 before me the under- County of Ramsey)
signed personally appeared Mary Barthel, widow, Joseph Barthel, jr., Lois Barthel, husband and wife, John M. Dickey and Anna Marie Dickey, husband and wife, Kenneth Barthel and Eileen Barthel of which Mary Barthel is the qualified guardian, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Thomas J. Nash
Notary Public, Ramsey County, Minn.
My Commission expires March 20, 1950

State of Minnesota) S.S. On this 20th day of October, A.D. 1947 before me the under- County of Ramsey)
signed personally appeared Richard Stoss and Catherine Stoss, husband and wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Thomas J. Nash
Notary Public, Ramsey County, Minn.
My Commission expires March 20, 1950

Accepted and approved by the Township Board of Rose Township
George W. Hines Clerk of Township
Accepted and approved this 15th day of October, A.D. 1947.

George W. Hines
Richard Schmitt
Robert H. Schmitt
Robert H. Schmitt
Plat Commissioners
Commissioner of Public Works

Accepted and approved by the Board of County Commissioners this 20th day of October, A.D. 1947, Ramsey County, Minnesota.
Carl D. Mearns
County Auditor, Ramsey County, Minnesota.

Recorded Oct 28 1947
A & S Block # 1162525

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Meeting Date	March 22, 2023
Agenda Item	Consent G1
Attachment	General Disbursements, Payroll, and Wire Payments
Submitted By	Roland Olson, Finance Director

Item	General Disbursements, Payroll and Wire Payments
Description	General Disbursements through 3/3/23: \$75,645.95; General Disbursements through 3/16/23: \$1,348,755.95 Payroll through 2/28/23: \$24,319.54; Payroll through 3/15/23: \$18,773.71 Wire Payments through 2/28/23: \$16,148.38; Wire Payments through: 3/15/23: \$13,710.83
Budget Impact	The general disbursements, payroll and wire payments are consistent with the budget.
Attachment(s)	<ul style="list-style-type: none"> • General Disbursements, Payroll and Wire Payments
Action(s) Requested	Staff recommends that the Falcon Heights City Council approve general disbursements, payroll and wire payments.

PACKET: 02730 March 3 Payables
 VENDOR SET: 01 City of Falcon Heights
 SEQUENCE : ALPHABETIC
 DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----	POST DATE	BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
01	8		ALLSTREAM				
I-19266843	3/03/2023	APBNK	Emergency Landline CH Feb DUE: 3/03/2023 DISC: 3/03/2023 Emergency Landline CH Feb	51.08	1099: N 101 4116-85010-000	TELEPHONE	51.08
=== VENDOR TOTALS ===				51.08			
01-05115	GOPHER STATE ONE CALL						
I-3020390	3/03/2023	APBNK	February Locates DUE: 3/03/2023 DISC: 3/03/2023 February Locates	21.60	1099: N 601 4601-88030-000	LOCATES	21.60
=== VENDOR TOTALS ===				21.60			
01-05886	KELLY & LEMMONS						
I-60232	3/03/2023	APBNK	February Prosecutions DUE: 3/03/2023 DISC: 3/03/2023 February Prosecutions	2,500.00	1099: N 101 4123-80200-000	LEGAL FEES	2,500.00
=== VENDOR TOTALS ===				2,500.00			
01-05665	METROPOLITAN COUNCIL						
I-1152876	3/03/2023	APBNK	April Waste Water Services DUE: 3/03/2023 DISC: 3/03/2023 April Waste Water Services	55,832.95	1099: N 601 4601-85060-000	METRO SEWER CHARGES	55,832.95
=== VENDOR TOTALS ===				55,832.95			
01-06002	NINENORTH						
I-23-024	3/03/2023	APBNK	NINENORTH DUE: 3/03/2023 DISC: 3/03/2023 3 Municipal Meetings - Feb	737.66	1099: N 101 4116-85050-000	CABLE TV	737.66
=== VENDOR TOTALS ===				737.66			
01-06185	RAMSEY COUNTY						
I-RISK-002221	3/03/2023	APBNK	Feb Insurance/HR Admin FEe DUE: 3/03/2023 DISC: 3/03/2023 Feb Insurance/HR Admin FEe	931.07	1099: N 101 4112-89000-000	MISCELLANEOUS	931.07
=== VENDOR TOTALS ===				931.07			

PACKET: 02730 March 3 Payables
 VENDOR SET: 01 City of Falcon Heights
 SEQUENCE : ALPHABETIC
 DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----	POST DATE	BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
01	4		TENNIS SANITATION LLC				
I-3524946	3/03/2023	APBNK	Feb Recycling-SFD&MFD FH DUE: 3/03/2023 DISC: 3/03/2023 Feb Recycling-SFD&MFD FH	8,453.25	1099: N 206 4206-82030-000	RECYCLING CONTRACTS	8,453.25
I-3524947	3/03/2023	APBNK	Feb Recycling SWMT&CEC DUE: 3/03/2023 DISC: 3/03/2023 Feb Recycling SWMT&CEC	66.50	1099: N 101 4131-87010-000	CITY HALL MAINTENANCE	66.50
=== VENDOR TOTALS ===				8,519.75			
01-05737	VERIZON WIRELESS						
I-9928511253	3/03/2023	APBNK	Cell Phone to Feb 23 DUE: 3/03/2023 DISC: 3/03/2023 Cell Phone to Feb 23	53.22	1099: N 601 4601-85015-000	CELL PHONE	53.22
=== VENDOR TOTALS ===				53.22			
01-05870	XCEL ENERGY						
I-817106426	3/03/2023	APBNK	Elect DUE: 3/03/2023 DISC: 3/03/2023 Elect	33.19	1099: N 101 4141-85020-000	ELECTRIC/GAS	33.19
I-817130877	3/03/2023	APBNK	Elect DUE: 3/03/2023 DISC: 3/03/2023 Elect	13.25	1099: N 101 4121-85020-000	ELECTRIC	13.25
=== VENDOR TOTALS ===				46.44			
=== PACKET TOTALS ===				68,693.77			

PACKET: 02726 March 1 Payables
 VENDOR SET: 01 City of Falcon Heights
 SEQUENCE : ALPHABETIC
 DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----				GROSS	P.O. #		
DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----		DISTRIBUTION
=====							
01-00161	ANCHOR PAPER COMPANY						
I-10710708-00		Roll Towels & Bath Tissue		243.76			
3/01/2023	APBNK	DUE: 3/01/2023 DISC: 3/01/2023			1099: N		
		Roll Towels & Bath Tissue			101 4131-70110-000	SUPPLIES	243.76
		=== VENDOR TOTALS ===		243.76			
=====							
01-03108	CERTIFIED LABORATORIES						
I-8100360		Shop & Street Supplies		662.90			
3/01/2023	APBNK	DUE: 3/01/2023 DISC: 3/01/2023			1099: N		
		Shop & Street Supplies			101 4131-70110-000	SUPPLIES	331.45
		Shop & Street Supplies			101 4132-70120-000	SUPPLIES	331.45
I-8101602		Earplugs & Spray Paint Remove		279.16			
3/01/2023	APBNK	DUE: 3/01/2023 DISC: 3/01/2023			1099: N		
		Earplugs & Spray Paint Remover			101 4131-70110-000	SUPPLIES	279.16
		=== VENDOR TOTALS ===		942.06			
=====							
01-01012	COREMARK METALS						
I-5358549		COREMARK METALS		62.53			
3/01/2023	APBNK	DUE: 3/01/2023 DISC: 3/01/2023			1099: N		
		Cart for New JD Blower			101 4132-87000-000	REPAIR EQUIPMENT	62.53
I-5360424		Steel for Safety Ram		94.06			
3/01/2023	APBNK	DUE: 3/01/2023 DISC: 3/01/2023			1099: N		
		Steel for Safety Ram			101 4132-87000-000	REPAIR EQUIPMENT	94.06
		=== VENDOR TOTALS ===		156.59			
=====							
01-	SHAILA CUNNINGHAM						
I-202303018431		Yoga Ending 3/6		857.60			
3/01/2023	APBNK	DUE: 3/01/2023 DISC: 3/01/2023			1099: Y		
		Yoga Ending 3/6			201 4201-87700-000	INSTRUCTOR-SPECIALTY CLA	857.60
		=== VENDOR TOTALS ===		857.60			
=====							
01-05884	LYNCH, HANNAH						
I-202303018432		Mileage Reimbursement Jan-Feb		56.34			
3/01/2023	APBNK	DUE: 3/01/2023 DISC: 3/01/2023			1099: N		
		Mileage Reimbursement Jan-Feb			101 4117-86010-000	MILEAGE	56.34
		=== VENDOR TOTALS ===		56.34			

-----ID-----			GROSS	P.O. #		
P	DATE	BANK CODE	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
01-00000		OLSON,ROLAND				
I-202303018433	3/01/2023	APBNK	30.00			
				1099: N		
				101 21712-000	MEDICAL FLEX SAVINGS PAY	24.90
				601 21712-000	MEDICAL FLEX SAVINGS PAY	4.50
				602 21712-000	MEDICAL FLEX SAVINGS PAY	0.60
I-202303018434	3/01/2023	APBNK	43.82			
				1099: N		
				101 4113-86010-000	MILEAGE	43.82
			73.82			
01-00935		ST PAUL REGIONAL WATER SERVICE				
I-202303018435	3/01/2023	APBNK	147.02			
				1099: N		
				101 4141-85040-000	WATER	35.63
				101 4141-85070-000	SEWER	12.33
				101 4131-85040-000	WATER	77.02
				101 4131-85070-000	SEWER	22.04
			147.02			
01-05195		TYLER TECHNOLOGIES				
I-202303018436	3/01/2023	APBNK	1,250.00			
				1099: N		
				101 4113-80600-000	SOFTWARE MAINTENANCE	1,250.00
			1,250.00			
01-05195		VILLANUEVA, CRUZ				
I-202303018437	3/01/2023	APBNK	437.55			
				1099: N		
				101 32210-000	BUILDING PERMITS	427.04
				101 20801-000	DUE TO OTHER GOVERNMENTS	10.51
			437.55			
			4,164.74			

PACKET: 02724 February 27 Payables
 VENDOR SET: 01 City of Falcon Heights
 SEQUENCE : ALPHABETIC
 DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----				GROSS	P.O. #			
DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----			DISTRIBUTION
01-00255 AMERICAN OFFICE PRODUCTS								
I-6776		Envelopes	264.00					
2/27/2023	APBNK	DUE: 2/27/2023 DISC: 2/27/2023		1099: N				
		Envelopes		101 4112-70100-000	SUPPLIES			264.00
=== VENDOR TOTALS ===			264.00					
01-03103 CANON FINANCIAL SERVICES								
I-29994186		Copier Charges Feb	122.39					
2/27/2023	APBNK	DUE: 2/27/2023 DISC: 2/27/2023		1099: N				
		Copier Charges Feb		101 4131-87010-000	CITY HALL MAINTENANCE			122.39
=== VENDOR TOTALS ===			122.39					
01-03110 CENTURY LINK								
I-202302278428		CENTURY LINK	63.87					
2/27/2023	APBNK	DUE: 2/27/2023 DISC: 2/27/2023		1099: N				
		Landline Svc		101 4141-85011-000	TELEPHONE - LANDLINE			63.87
=== VENDOR TOTALS ===			63.87					
01-05166 GRAINGER, W. W., INC.								
I-9602605686		GRAINGER, W. W., INC.	102.17					
2/27/2023	APBNK	DUE: 2/27/2023 DISC: 2/27/2023		1099: N				
		Eye Wash Saline		101 4131-70110-000	SUPPLIES			102.17
I-9611022055		GRAINGER, W. W., INC.	69.51					
2/27/2023	APBNK	DUE: 2/27/2023 DISC: 2/27/2023		1099: N				
		Wet/Dry Vac Filter		101 4131-70110-000	SUPPLIES			69.51
=== VENDOR TOTALS ===			171.68					
01-05153 HOME DEPOT CRC/GECF								
I-202302278429		HOME DEPOT CRC/GECF	287.47					
2/27/2023	APBNK	DUE: 2/27/2023 DISC: 2/27/2023		1099: N				
		Rubber Hose and Air Acc Kit		101 4132-70120-000	SUPPLIES			60.96
		Rubber Hose		101 4132-70120-000	SUPPLIES			54.98
		Reflective Tape & Paint		101 4131-87010-000	CITY HALL MAINTENANCE			67.84
		Door Stop		101 4131-87010-000	CITY HALL MAINTENANCE			7.93
		Black Top Patch x 8		101 4132-75000-000	BITUMINOUS PATCHING			95.76
=== VENDOR TOTALS ===			287.47					

PACKET: 02724 February 27 Payables
VENDOR SET: 01 City of Falcon Heights
SEQUENCE : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----				GROSS	P.O. #		
DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----		DISTRIBUTION
01-0005	LANDFORM						
I-34106		General City Planning Jan	76.50				
2/27/2023	APBNK	DUE: 2/27/2023 DISC: 2/27/2023		1099: N			
		General City Planning Jan		101 4117-80400-000	CONSULTING PLANNER		76.50
=== VENDOR TOTALS ===			76.50				
01-05843	MN NCPERS LIFE INSURANCE						
I-458800032023		March 2023 Life Insurance	80.00				
2/27/2023	APBNK	DUE: 2/27/2023 DISC: 2/27/2023		1099: N			
		March 2023 Life Insurance		101 21709-000	OTHER PAYABLE		44.32
		March 2023 Life Insurance		204 21709-000	OTHER PAYABLE		1.60
		March 2023 Life Insurance		601 21709-000	OTHER PAYABLE		23.36
		March 2023 Life Insurance		602 21709-000	OTHER PAYABLE		10.72
=== VENDOR TOTALS ===			80.00				
01-06030	OLSON,ROLAND						
I-202302278430		Flex Payment	280.00				
2/27/2023	APBNK	DUE: 2/27/2023 DISC: 2/27/2023		1099: N			
		Flex Payment		101 21712-000	MEDICAL FLEX SAVINGS PAY		232.40
		Flex Payment		601 21712-000	MEDICAL FLEX SAVINGS PAY		42.00
		Flex Payment		602 21712-000	MEDICAL FLEX SAVINGS PAY		5.60
=== VENDOR TOTALS ===			280.00				
01-06024	ON SITE SANITATION						
I-1490180		Portable Toilets/Sanitizers	87.00				
2/27/2023	APBNK	DUE: 2/27/2023 DISC: 2/27/2023		1099: N			
		Portable Toilets/Sanitizers		601 4601-85080-000	PORTABLE TOILET PARKS		87.00
I-1490181		Portable Toilets/Sanitizers	260.00				
2/27/2023	APBNK	DUE: 2/27/2023 DISC: 2/27/2023		1099: N			
		Portable Toilets/Sanitizers		601 4601-85080-000	PORTABLE TOILET PARKS		260.00
=== VENDOR TOTALS ===			347.00				
01-06185	RAMSEY COUNTY						
I-FLEET-000792		Repairs on Dump Truck	616.42				
2/27/2023	APBNK	DUE: 2/27/2023 DISC: 2/27/2023		1099: N			
		Repairs on Dump Truck		101 4132-87000-000	REPAIR EQUIPMENT		616.42
=== VENDOR TOTALS ===			616.42				

PACKET: 02724 February 27 Payables
VENDOR SET: 01 City of Falcon Heights
SEQUENCE : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----				GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----		DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
01-07-20		XCEL ENERGY					
I-815726444		Elect		33.86			
2/27/2023	APBNK	DUE: 2/27/2023 DISC: 2/27/2023			1099: N		
		Elect			101 4141-85020-000	ELECTRIC/GAS	33.86
		=== VENDOR TOTALS ===		33.86			
		=== PACKET TOTALS ===		2,343.19			

PACKET: 02722 February 27th Payables
 VENDOR SET: 01 City of Falcon Heights
 SEQUENCE : ALPHABETIC
 DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----				GROSS	P.O. #		
DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION	
=====							
01-06185		CITY OF ST PAUL					

I-IN52909		Elect Usage July - Dec	393.90				
2/27/2023	APBNK	DUE: 2/27/2023 DISC: 2/27/2023		1099: N			
		Elect Usage July - Dec		209 20200-000	ACCOUNTS PAYABLE	393.90	
		=== VENDOR TOTALS ===	393.90				
=====							
01-06185		RAMSEY COUNTY					

I-PUBW-020085		July-Dec Emerg Street Light S	50.35				
2/27/2023	APBNK	DUE: 2/27/2023 DISC: 2/27/2023		1099: N			
		July-Dec Emerg Street Light Sv		209 20200-000	ACCOUNTS PAYABLE	50.35	
		=== VENDOR TOTALS ===	50.35				
		=== PACKET TOTALS ===	444.25				

EMP #	NAME	AMOUNT
01-022	RANDALL C GUSTAFSON	293.07
01-0023	MELANIE M LEEHY	262.05
01-0025	YAKASAH WEHYEE	262.05
01-0027	ERIC G MEYER	262.05
01-1006	JACK LINEHAN	3,406.04
01-1026	BRENNAN J SORENSEN	2,927.13
01-1027	KELLY A NELSON	2,017.64
01-1136	ROLAND O OLSON	3,060.44
01-1028	HANNAH B LYNCH	2,581.40
01-2268	MATTHEW CHERNUGAL	1,485.31
01-1030	TIMOTHY J PITTMAN	2,562.57
01-1033	DAVE TRETSEVEN	1,946.63
01-1143	COLIN B CALLAHAN	2,220.14

TOTAL PRINTED: 13 23,286.52

2-21-2023 9:59 AM PAYROLL CHECK REGISTER
PAYROLL NO: 01 City of Falcon Heights

PAGE: 1
PAYROLL DATE: 2/21/2023

EMP NO	EMPLOYEE NAME	TYPE	CHECK DATE	CHECK AMOUNT	CHECK NO.
002	WASSENBERG, JAMES J	R	2/21/2023	262.05	092035
1162	LANDBERG, ALYSSA	R	2/21/2023	590.89	092036
2265	WILLIAMS, TOM L	R	2/21/2023	152.38	092037
2274	WASSENBERG, ANJA E	R	2/21/2023	27.70	092038

2-21-2023 9:59 AM PAYROLL CHECK REGISTER
PAYROLL NO: 01 City of Falcon Heights

PAGE: 2
PAYROLL DATE: 2/21/2023

*** REGISTER TOTALS ***

REGULAR CHECKS:	4	1,033.02
DIRECT DEPOSIT REGULAR CHECKS:	13	23,286.52
MANUAL CHECKS:		
PRINTED MANUAL CHECKS:		
DIRECT DEPOSIT MANUAL CHECKS:		
VOIDED CHECKS:		
NON CHECKS:		
TOTAL CHECKS:	17	24,319.54

*** NO ERRORS FOUND ***

** END OF REPORT **

February 28th Payroll

Federal W/h	8,676.31
State W/h	1,557.11
PERA	4,594.52
ICMA	1,283.34
CHILD SUPPORT	37.10
	<hr/>
	16,148.38

PACKET: 02737 MARCH 8 PAYABLES

VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
-----	-----	-----	-----	-----	-----	-----
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-03001	CAMPBELL KNUTSON					
I-304		GENERAL LEGAL VCS/AMBER UN	1,692.90			
3/08/2023	APBNK	DUE: 3/08/2023 DISC: 3/08/2023		1099: Y		
		GENERAL LEGAL SVCS		101 4114-80200-000	LEGAL FEES	1,487.70
		AMBER UNIN LEGAL SVCS FEB		428 4428-81900-000	OTHER PROFESSIONAL SERVI	205.20
		=== VENDOR TOTALS ===	1,692.90			
=====						
01-05235	JAN-PRO CLEANING SYSTEMS					
I-116446		JANITORIAL SVC MARCH	450.00			
3/08/2023	APBNK	DUE: 3/08/2023 DISC: 3/08/2023		1099: N		
		JANITORIAL SVC MARCH		101 4131-87010-000	CITY HALL MAINTENANCE	450.00
		=== VENDOR TOTALS ===	450.00			
=====						
01-05450	LEAGUE MN CITIES INS TRST					
I-202303088439		2023 CITY INSURANCE	46,699.00			
3/08/2023	APBNK	DUE: 3/08/2023 DISC: 3/08/2023		1099: N		
		2023 CITY INSURANCE		101 4112-88000-000	INSURANCE & BONDS	46,699.00
		=== VENDOR TOTALS ===	46,699.00			
=====						
01-05884	LYNCH, HANNAH					
I-202303088441		INSURANCE OPT OUT	135.37			
3/08/2023	APBNK	DUE: 3/08/2023 DISC: 3/08/2023		1099: N		
		INSURANCE OPT OUT		101 4117-64031-000	HOSPITALIZATION	135.37
		=== VENDOR TOTALS ===	135.37			
=====						
01-06290	METRO-INET					
I-1121		MAR IT SUPPORT	3,528.00			
3/08/2023	APBNK	DUE: 3/08/2023 DISC: 3/08/2023		1099: N		
		MAR IT SUPPORT		101 4116-85070-000	TECHNICAL SUPPORT	3,528.00
		=== VENDOR TOTALS ===	3,528.00			
=====						
01-06053	OREILLY AUTO PARTS					
I-202303088440		AIR FILTERS	28.50			
3/08/2023	APBNK	DUE: 3/08/2023 DISC: 3/08/2023		1099: N		
		AIR FILTERS		101 4132-87000-000	REPAIR EQUIPMENT	28.50
		=== VENDOR TOTALS ===	28.50			

PACKET: 02737 MARCH 8 PAYABLES

VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

POST DATE	BANK CODE	DESCRIPTION	GROSS DISCOUNT	P.O. # G/L ACCOUNT	ACCOUNT NAME	DISTRIBUTION
=====						
01-06184		RAMSEY COUNTY - POLICE AND 911				

I-EMCOM 010715		FEB 911 DISPATCH	2,268.88			
3/08/2023	APBNK	DUE: 3/08/2023 DISC: 3/08/2023		1099: N		
		FEB 911 DISPATCH		101 4122-81200-000	911 DISPATCH FEES	2,268.88

I-EMCOM 10699		CAD SVC FEB	368.76			
3/08/2023	APBNK	DUE: 3/08/2023 DISC: 3/08/2023		1099: N		
		CAD SVC FEB		101 4122-81200-000	911 DISPATCH FEES	368.76
		=== VENDOR TOTALS ===	2,637.64			
=====						
01-05865		VILLANUEVA, CRUZ				

I-202303088442		VILLANUEVA, CRUZ	515.96			
3/08/2023	APBNK	DUE: 3/08/2023 DISC: 3/08/2023		1099: N		
		VILLANUEVA, CRUZ		101 32210-000	BUILDING PERMITS	501.18
		VILLANUEVA, CRUZ		101 20801-000	DUE TO OTHER GOVERNMENTS	14.78
		=== VENDOR TOTALS ===	515.96			
		=== PACKET TOTALS ===	55,687.37			

PACKET: 02741 March 10 Payables
VENDOR SET: 01 City of Falcon Heights
SEQUENCE : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

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

01-0	CENTURY LINK					
I-202303108444		March Landlines SS	182.03			
3/10/2023	APBNK	DUE: 3/10/2023 DISC: 3/10/2023		1099: N		
		March Landlines SS		601 4601-85011-000	TELEPHONE - LANDLINE	182.03
		=== VENDOR TOTALS ===	182.03			

01-03123	CINTAS CORPORATION					
I-4147289555		Floor Mats Svc 2/22	57.45			
3/10/2023	APBNK	DUE: 3/10/2023 DISC: 3/10/2023		1099: N		
		Floor Mats Svc 2/22		101 4131-87010-000	CITY HALL MAINTENANCE	57.45
		=== VENDOR TOTALS ===	57.45			

01-01012	COREMARK METALS					
I-5367906		Steel Tube	128.50			
3/10/2023	APBNK	DUE: 3/10/2023 DISC: 3/10/2023		1099: N		
		Steel Tube		101 4132-87000-000	REPAIR EQUIPMENT	128.50
I-5367907		Metal Gauge	4.00			
3/10/2023	APBNK	DUE: 3/10/2023 DISC: 3/10/2023		1099: N		
		Metal Gauge		101 4132-70120-000	SUPPLIES	4.00
		=== VENDOR TOTALS ===	132.50			

01-05856	LINEHAN, JACK					
I-202303108446		Flex Reimbursement	294.00			
3/10/2023	APBNK	DUE: 3/10/2023 DISC: 3/10/2023		1099: N		
		Flex Reimbursement		101 21712-000	MEDICAL FLEX SAVINGS PAY	258.72
		Flex Reimbursement		206 21712-000	MEDICAL FLEX SAVINGS PAY	14.70
		Flex Reimbursement		601 21712-000	MEDICAL FLEX SAVINGS PAY	11.76
		Flex Reimbursement		602 21712-000	MEDICAL FLEX SAVINGS PAY	8.82
		=== VENDOR TOTALS ===	294.00			

01-06030	OLSON,ROLAND					
I-202303108447		Flex Reimbursement	228.58			
3/10/2023	APBNK	DUE: 3/10/2023 DISC: 3/10/2023		1099: N		
		Flex Reimbursement		101 21712-000	MEDICAL FLEX SAVINGS PAY	189.72
		Flex Reimbursement		601 21712-000	MEDICAL FLEX SAVINGS PAY	34.29
		Flex Reimbursement		602 21712-000	MEDICAL FLEX SAVINGS PAY	4.57
		=== VENDOR TOTALS ===	228.58			

PACKET: 02741 March 10 Payables
VENDOR SET: 01 City of Falcon Heights
SEQUENCE : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
POOR DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
01-0		RENGEL PRINTING CO				
I-155902		Spring Newsletter	3,030.08			
3/10/2023	APBNK	DUE: 3/10/2023 DISC: 3/10/2023		1099: N		
		Spring Newsletter		101 4116-70420-000	NEWSLETTERS/INFORMATION	2,766.59
		Spring Newsletter		206 4206-70420-000	NEWSLETTER	263.49
		=== VENDOR TOTALS ===	3,030.08			
		=== PACKET TOTALS ===	3,924.64			

PACKET: 02743 March 10 Payables
 VENDOR SET: 01 City of Falcon Heights
 SEQUENCE : ALPHABETIC
 DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----				GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----		DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
01	04	RAMSEY COUNTY - POLICE AND 911					
I-EMCOM-010439		Oct 911 Dispatch Services		2,401.44			
3/10/2023	APBNK	DUE: 3/10/2023 DISC: 3/10/2023			1099: N		
		Oct 911 Dispatch Services			101 20200-000	ACCOUNTS PAYABLE	2,401.44
I-EMCOM-010456		Oct CAD Services		398.08			
3/10/2023	APBNK	DUE: 3/10/2023 DISC: 3/10/2023			1099: N		
		Oct CAD Services			101 20200-000	ACCOUNTS PAYABLE	398.08
I-EMCOM-010504		Nov 911 Dispatch Services		2,401.44			
3/10/2023	APBNK	DUE: 3/10/2023 DISC: 3/10/2023			1099: N		
		Nov 911 Dispatch Services			101 20200-000	ACCOUNTS PAYABLE	2,401.44
I-EMCOM-010521		Nov CAD Services		398.08			
3/10/2023	APBNK	DUE: 3/10/2023 DISC: 3/10/2023			1099: N		
		Nov CAD Services			101 20200-000	ACCOUNTS PAYABLE	398.08
I-EMCOM-010569		Dec CAD Services		398.08			
3/10/2023	APBNK	DUE: 3/10/2023 DISC: 3/10/2023			1099: N		
		Dec CAD Services			101 20200-000	ACCOUNTS PAYABLE	398.08
I-EMCOM-010585		Dec 911 Dispatch Services		2,401.44			
3/10/2023	APBNK	DUE: 3/10/2023 DISC: 3/10/2023			1099: N		
		Dec 911 Dispatch Services			101 20200-000	ACCOUNTS PAYABLE	2,401.44
		=== VENDOR TOTALS ===		8,398.56			
		=== PACKET TOTALS ===		8,398.56			

PACKET: 02747 March 13 Payables
VENDOR SET: 01 City of Falcon Heights
SEQUENCE : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----	POST DATE	BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
01	09	CASH					
I-202303138448	3/13/2023	APBNK	Certified Mail DUE: 3/13/2023 DISC: 3/13/2023 Certified Mail	35.68	1099: N 101 4112-70500-000	POSTAGE	35.68
=== VENDOR TOTALS ===				35.68			
01-01012	COREMARK METALS						
I-5368313	3/13/2023	APBNK	Steel Tube DUE: 3/13/2023 DISC: 3/13/2023 Steel Tube	121.00	1099: N 101 4132-87000-000	REPAIR EQUIPMENT	121.00
=== VENDOR TOTALS ===				121.00			
01-05856	LINEHAN, JACK						
I-202303138449	3/13/2023	APBNK	Mileage Reimbursement DUE: 3/13/2023 DISC: 3/13/2023 Mileage Reimbursement	78.86	1099: N 101 4112-86010-000	MILEAGE & PARKING	78.86
=== VENDOR TOTALS ===				78.86			
01-06115	TIMOTHY PITTMAN						
I-202303138450	3/13/2023	APBNK	Mileage Reimbursement DUE: 3/13/2023 DISC: 3/13/2023 Mileage Reimbursement	41.92	1099: N 101 4132-86101-000	MILEAGE	41.92
=== VENDOR TOTALS ===				41.92			
01-05870	XCEL ENERGY						
3403037	3/13/2023	APBNK	Elect DUE: 3/13/2023 DISC: 3/13/2023 Elect	2,331.62	1099: N 209 4209-85020-000	STREET LIGHTING POWER	2,331.62
=== VENDOR TOTALS ===				2,331.62			
=== PACKET TOTALS ===				2,609.08			

PACKET: 02745 MAR 11 PAYABLE

VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

---ID-----			GROSS	P.O. #		
DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-05883		CENTER FOR VALUES-BASED INITIA				

I-23003		CURRENT SVCS ANALYSIS 2	7,500.00			
3/11/2023	APBNK	DUE: 3/11/2023 DISC: 3/11/2023		1099: N		
		CURRENT SVCS ANALYSIS 2		101 4112-80330-000	CONSULTANT	7,500.00
		=== VENDOR TOTALS ===	7,500.00			
		=== PACKET TOTALS ===	7,500.00			

PACKET: 02732 MAR 6 PAYABLE

VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

POST DATE	BANK CODE	-----ID-----	DESCRIPTION	DISCOUNT	GROSS	P.O. #	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
01-05422	BP								
I-202303068438			FUEL		1,714.29				
3/06/2023	APBNK		DUE: 3/06/2023 DISC: 3/06/2023			1099: N			
			FUEL				101 4132-74000-000	MOTOR FUEL & LUBRICANTS	1,714.29
			=== VENDOR TOTALS ===		1,714.29				
			=== PACKET TOTALS ===		1,714.29				

PACKET: 02749 March 13 Payables

VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
01	3	BUHL GTA LP				
I-202303138451		Met Council/Amber Union TBRA	962,200.00			
3/13/2023	APBNK	DUE: 3/13/2023 DISC: 3/13/2023		1099: N		
		Met Council/Amber Union TBRA		428 20200-000	ACCOUNTS PAYABLE	962,200.00
		=== VENDOR TOTALS ===	962,200.00			
		=== PACKET TOTALS ===	962,200.00			

PACKET: 02751 March 15 Payables
 VENDOR SET: 01 City of Falcon Heights
 SEQUENCE : ALPHABETIC
 DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----	POST DATE	BANK CODE	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
01- 3			CENTER FOR VALUES-BASED INITIA				
I-23004	3/15/2023	APBNK	Current Services Analysis 3 DUE: 3/15/2023 DISC: 3/15/2023 Current Services Analysis 3	5,000.00	1099: N 101 4112-80330-000	CONSULTANT	5,000.00
I-23005	3/15/2023	APBNK	Current Services Analysis 4 DUE: 3/15/2023 DISC: 3/15/2023 Current Services Analysis 4	7,500.00	1099: N 101 4112-80330-000	CONSULTANT	7,500.00
I-23006	3/15/2023	APBNK	Current Services Analysis 5 DUE: 3/15/2023 DISC: 3/15/2023 Current Services Analysis 5	7,500.00	1099: N 210 4210-86105-000	INCLUSION TNG EXERCISES	7,500.00
=== VENDOR TOTALS ===				20,000.00			
01-03110			CENTURY LINK				
I-202303158452	3/15/2023	APBNK	Landline Svc March DUE: 3/15/2023 DISC: 3/15/2023 Landline Svc March	63.87	1099: N 101 4141-85011-000	TELEPHONE - LANDLINE	63.87
=== VENDOR TOTALS ===				63.87			
01-05440			LOFFLER COMPANIES, INC				
I-4288711	3/15/2023	APBNK	Copier - Feb DUE: 3/15/2023 DISC: 3/15/2023 Copier - Feb	113.49	1099: N 101 4112-87000-000	REPAIR OFFICE EQUIPMENT	113.49
=== VENDOR TOTALS ===				113.49			
01-05773			MN PUBLIC EMPLOYEES INSURANCE				
I-223572540	3/15/2023	APBNK	April Health Insurance DUE: 3/15/2023 DISC: 3/15/2023 April Health Insurance	8,464.10	1099: N 101 4112-89000-000	MISCELLANEOUS	8,464.10
=== VENDOR TOTALS ===				8,464.10			
01-06112			PIONEER PRESS				
I-223572540	3/15/2023	APBNK	Feb Legals DUE: 3/15/2023 DISC: 3/15/2023 Feb Legals	31.36	1099: N 101 4111-70410-000	LEGAL NOTICES	31.36
=== VENDOR TOTALS ===				31.36			

PACKET: 02751 March 15 Payables
VENDOR SET: 01 City of Falcon Heights
SEQUENCE : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
01- 4		RAMSEY COUNTY - POLICE AND 911				
<hr/>						
I-SHRFL-002133		March Law Enforcement Service	109,405.81			
3/15/2023	APBNK	DUE: 3/15/2023 DISC: 3/15/2023		1099: N		
		March Law Enforcement Services		101 4122-81000-000	POLICE SERVICES	109,405.81
		=== VENDOR TOTALS ===	109,405.81			
<hr/>						
01-05870		XCEL ENERGY				
<hr/>						
I-202303158453		Elect	512.29			
3/15/2023	APBNK	DUE: 3/15/2023 DISC: 3/15/2023		1099: N		
		Elect		101 4121-85020-000	ELECTRIC	35.71
		Elect		101 4141-85020-000	ELECTRIC/GAS	428.06
		Elect		209 4209-85020-000	STREET LIGHTING POWER	16.73
		Elect		209 4209-85020-000	STREET LIGHTING POWER	31.79
		=== VENDOR TOTALS ===	512.29			
		=== PACKET TOTALS ===	138,590.92			

PACKET: 02753 March 15 Payables
 VENDOR SET: 01 City of Falcon Heights
 SEQUENCE : ALPHABETIC
 DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
01-002		CITY OF ROSEVILLE				
I-231558*		CITY OF ROSEVILLE	165,027.74			
3/15/2023	APBNK	DUE: 3/15/2023 DISC: 3/15/2023		1099: N		
		Sanitary Sewer Lining Project		601 20200-000	ACCOUNTS PAYABLE	158,769.13
		Engineering Sewer Lining Proj		601 20200-000	ACCOUNTS PAYABLE	6,258.61
		=== VENDOR TOTALS ===	165,027.74			
		=== PACKET TOTALS ===	165,027.74			

PACKET: 02755 March 16 Payables
 VENDOR SET: 01 City of Falcon Heights
 SEQUENCE : ALPHABETIC
 DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-05887	JENSEN, RACHEL					
I-202303158454		Breathwork Instructor	290.40			
3/15/2023	APBNK	DUE: 3/15/2023 DISC: 3/15/2023		1099: N		
		Breathwork Instructor2/16-3/23		201 4201-87700-000	INSTRUCTOR-SPECIALTY CLA	290.40
		=== VENDOR TOTALS ===	290.40			
=====						
01-05058	JOSH JORDAN					
I-202303158455		TKD Instructor 2/14-3/23	824.00			
3/15/2023	APBNK	DUE: 3/15/2023 DISC: 3/15/2023		1099: Y		
		TKD Instructor 2/14-3/23		201 4201-87700-000	INSTRUCTOR-SPECIALTY CLA	824.00
		=== VENDOR TOTALS ===	824.00			
=====						
01-05903	LUTZ, MIRIAM					
I-202303158456		Refund Double Permit Payment	50.00			
3/15/2023	APBNK	DUE: 3/15/2023 DISC: 3/15/2023		1099: N		
		Refund Double Permit Payment		101 32150-000	RENTAL HOUSING LICENSE	50.00
		=== VENDOR TOTALS ===	50.00			
=====						
01-06301	SAMS CLUB MC/SYNCB					
I-202303168458		zoom,newsletter,postage,membe	1,888.95			
3/16/2023	APBNK	DUE: 3/16/2023 DISC: 3/16/2023		1099: N		
		POSTAGE FOR NEWS LETTER		206 4206-70500-000	POSTAGE	95.00
		POSTAGE FOR NEWS LETTER		101 4116-70500-000	POSTAGE	1,031.34
		WEEKLY NEWLETTER		101 4116-70420-000	NEWSLETTERS/INFORMATION	119.40
		ANNUAL MEMBERSHIP FEE		101 4112-70100-000	SUPPLIES	155.00
		ZOOM VIRTUAL		101 4116-85040-000	VIRTUAL COMMUNICATIONS	220.11
		PIONEER PRESS NEWSPAPER		101 4131-70110-000	SUPPLIES	60.80
		POSTAGE		101 4112-70500-000	POSTAGE	9.65
		CITY LOGO CLOTHING		101 4112-70100-000	SUPPLIES	197.65
		=== VENDOR TOTALS ===	1,888.95			
=====						
01-05902	SKAROLID, STEPHANIE					
I-202303158457		Refund Permit Fee	50.00			
3/15/2023	APBNK	DUE: 3/15/2023 DISC: 3/15/2023		1099: N		
		Refund Permit Fee		101 32240-000	OTHER PERMITS	50.00
		=== VENDOR TOTALS ===	50.00			
		=== PACKET TOTALS ===	3,103.35			

IP #	NAME	AMOUNT
006	JACK LINEHAN	3,112.18
-1027	KELLY A NELSON	2,012.64
-1136	ROLAND O OLSON	3,060.44
-1028	HANNAH B LYNCH	2,582.87
-1030	TIMOTHY J PITTMAN	2,558.34
-1033	DAVE TRETSVEN	1,946.63
-1143	COLIN B CALLAHAN	2,220.14

TOTAL PRINTED: 7 17,493.24

3-09-2023 6:12 AM PAYROLL CHECK REGISTER
PAYROLL NO: 01 City of Falcon Heights

PAGE: 1
PAYROLL DATE: 3/09/2023

EMP NO	EMPLOYEE NAME	TYPE	CHECK DATE	CHECK AMOUNT	CHECK NO.
1162	LANDBERG, ALYSSA	R	3/09/2023	1,280.47	092080

3-09-2023 6:12 AM PAYROLL CHECK REGISTER
PAYROLL NO: 01 City of Falcon Heights

PAGE: 2
PAYROLL DATE: 3/09/2023

*** REGISTER TOTALS ***

REGULAR CHECKS:	1	1,280.47
DIRECT DEPOSIT REGULAR CHECKS:	7	17,493.24
MANUAL CHECKS:		
PRINTED MANUAL CHECKS:		
DIRECT DEPOSIT MANUAL CHECKS:		
VOIDED CHECKS:		
NON CHECKS:		
TOTAL CHECKS:	8	18,773.71

*** NO ERRORS FOUND ***

* END OF REPORT **

March 15 payroll

Fed With	7,058.55
St With	1,166.90
Pera	4,021.58
ICMA	1,283.34
Child support	<u>180.46</u>

13,710.83

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Meeting Date	March 22, 2023
Agenda Item	Consent G2
Attachment	N/A
Submitted By	Kelly Nelson Assistant to the City Administrator

Item	Approval of City License(s)
Description	The following individuals/entities have applied for a <u>Municipal Business License</u> for 2023. Staff have received the necessary documents for licensure. <ol style="list-style-type: none"> 1. Young Spa 2. Jackson Hewitt Tax Service 3. Premier Health of Saint Paul / Roseville
Budget Impact	N/A
Attachment(s)	N/A
Action(s) Requested	Staff recommends approval of the City license applications contingent on background checks and fire inspections, as required.

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Meeting Date	March 22, 2023
Agenda Item	G3
Attachment	Notice, Allonge, Resolution
Submitted By	Jack Linehan, City Administrator

Item	Amendments to the Mounds Park Academy Revenue Refunding Note, Series 2014
Description	<p>On May 15, 2014, the City Council passed a resolution calling for a public hearing and authorizing the publication of notice of hearing for on the issuance of educational facilities revenue refunding notes for Mounds Park Academy.</p> <p>The City of Falcon Heights may issue up to \$10,000,000 of its own 501(c) (3) bonds each year as bank-qualified bonds. Under the federal tax law, alternative issuers are permitted, but a “nexus” between the jurisdictional city and the issuers is preferred. In this case, the City of Falcon Heights currently have residents who are students attending the Borrower.</p> <p>The Bonds will not constitute a charge, lien, or encumbrance, legal or equitable, upon any property of the Issuers, except the interests of the Issuers in payments to be made by the Borrower under the Loan Agreements. The Bonds are not moral obligations on the part of the State or its political subdivisions, including the Issuers, and the Bonds will not constitute a debt of the Issuers within the meaning of any constitutional or statutory limitation.</p> <p>The City’s Bond Counsel, Taft, has noted that a new amendment is necessary by the LIBOR rate index, which was used for the note, will be ceasing to be available after June 30, 2023. A debt that has a variable rate based on LIBOR needs to be amended to provide for a new rate index. The new rate that will be approved is the Federal Home Loan Bank (FHLB) rate.</p> <p>Bremer Bank holds the Mounds Park Academy note and its counsel has prepared a draft amendment, called an allonge, which we will need to be approved. The City is being requested to adopt the resolution that approves the amendment.</p>
Budget Impact	The City receives ¼ of 1% of the principal amount that such Issuer issues.

Attachment(s)	<ul style="list-style-type: none"> • Notice of LIBOR Change • Allonge Amendment Request • Resolution 23-19 Amendments to the City's Educational Facilities Revenue Refunding Note, Series 2014 (Mounds Park Academy Project).
Action(s) Requested	Motion to approve attached resolution and authorize Mayor and City Administrator to sign all necessary documents.

NOTICE OF INTEREST RATE CHANGE

March 1, 2023

Mounds Park Academy
2051 Larpenteur Avenue East
St. Paul, MN 55109
Attn: Head of School

City of Falcon Heights, Minnesota
City Hall
2077 Larpenteur Avenue West
Falcon Heights, MN 55113-5551
Attn: City Administrator

Taft Stettinius & Hollister LLP
2200 IDS Center
80 South Eighth Street
Minneapolis, MN 55402
Attn: Catherine Courtney, Esq.

Re: Educational Facilities Revenue Refunding Note (Mounds Park Academy Project), Series 2014, issued by the City of Falcon Heights, Minnesota (the "Issuer"), to Bremer Bank, National Association ("Lender") in the original principal amount of \$7,707,444.00 ("Note")

Ladies and Gentlemen:

As you are aware, under the terms of the Note, the interest rate commencing June 1, 2024, is the 5-year LIBOR Swap Rate (as defined in the Note) on that date, plus 2.25% (the "Existing Indexed Rate"). The 5-year LIBOR Swap Rate will no longer be available commencing July 1, 2023. The terms of the Note provide, in part, as follows:

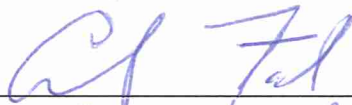
"If on any Adjustment Date the applicable LIBOR Swap Rate is no longer used by Lender as its index for adjustment, or is no longer available, the Lender will select a new index for adjustment which is based upon comparable information and give City and the Borrower written notice of the selected new index."

The Lender hereby notifies you that effective July 1, 2023, the Existing Indexed Rate shall be replaced with the 5 Year Federal Home Loan Bank Rate as published by The Federal Home Loan Bank of Des Moines as of the date of determination, plus 2.09% (the "Replacement Indexed Rate") for purposes of the interest rate adjustment on each Adjustment Date (as defined in the Note). The Replacement Indexed Rate is a rate that is comparable to the Existing Indexed Rate.

Enclosed herewith is an Allonge to Note which evidences the Replacement Indexed Rate for the Note. We request that the City of Falcon Heights, as Issuer of the Note, and Mounds Park Academy, as the Borrower, execute the enclosed Allonge to Note and return it to the undersigned at the following address:

Bremer Bank, National Association
225 South Sixth Street, Suite 300
Minneapolis, MN 55402
Attn: Chad Faul

Bremer Bank, National Association

By: 
Its: Senior Vice President

/enclosure

ALLONGE TO NOTE

This Allonge is dated and effective as of _____, 2023 (the "Effective Date"), and is attached to and made a part of that certain Educational Facilities Revenue Refunding Note (Mounds Park Academy Project), Series 2014, dated May 15, 2014, issued by the City of Falcon Heights in the original principal amount of \$7,707,444.00 in favor of Bremer Bank, National Association, a national banking association ("Note").

Due to the unavailability of the 5-year LIBOR Swap Rate as defined in the Note after June 30, 2023, and as contemplated by the terms of the Note in the event of such unavailability, Section 1(b) of the Note is hereby deleted and replaced in its entirety with the following:

"(b) On the First Adjustment Date through May 31, 2024, the interest rate on this Note shall be 2.919%. On June 1, 2024, and every fifth anniversary thereafter (each, an "Adjustment Date"), the interest rate on this Note shall be adjusted to an interest rate per annum equal to 70% of the sum of the then-current 5 Year FHLB (as defined below) on such date plus 2.09% (the "Adjusted Rate"). However, the interest rate on this Note shall never increase or decrease on any Adjustment Date by more than 1.50%. The adjustment to the interest rate shall be made and become effective as of each Adjustment Date and the interest rate as adjusted shall remain in effect until the next Adjustment Date or May 15, 2034 (the "Final Maturity Date"). For all periods after the Final Maturity Date, this Note shall bear interest at a rate equal to the sum of the rate in effect on the Final Maturity Date plus three percent (3%) per annum. As used herein, the term "5 Year FHLB" shall mean the interest rate subject to change from time to time based on changes in an independent index which is the 5 Year Federal Home Loan Bank (FHLB) Rate as published by The Federal Home Loan Bank of Des Moines as of the date of determination (the "FHLB Index"), or such equivalent successor publication as is selected by the Lender. The FHLB Index is not necessarily the lowest rate charged by Lender on its loans. If the FHLB Index becomes unavailable during the term of this loan, Lender may designate a substitute Index for adjustment which is based upon comparable information and will give the City and the Borrower written notice of the selected new index."

(signature page to follow)

(signature page to Allonge)

IN WITNESS WHEREOF, the undersigned representatives of the Issuer, the Lender and the Borrower have executed this Allonge to Note as of the Effective Date.

ISSUER: City of Falcon Heights, Minnesota

By _____
Its _____

By _____
Its _____

(signature page to Allonge)

Agreed to and accepted as of the Effective Date.

LENDER:

Bremer Bank, National Association

By _____
Its _____

(signature page to Allonge)

Agreed to and accepted as of the Effective Date.

BORROWER:

Mounds Park Academy

By _____
Its _____

1218.470-allonge to bond note

76614709v1

(signature page to Allonge)

IN WITNESS WHEREOF, the undersigned representatives of the Issuer, the Lender and the Borrower have executed this Allonge to Note as of the Effective Date.

ISSUER: City of Falcon Heights, Minnesota

By _____
Its _____

By _____
Its _____

(signature page to Allonge)

IN WITNESS WHEREOF, the undersigned representatives of the Issuer, the Lender and the Borrower have executed this Allonge to Note as of the Effective Date.

ISSUER: City of Falcon Heights, Minnesota

By _____
Its _____

By _____
Its _____

(signature page to Allonge)

IN WITNESS WHEREOF, the undersigned representatives of the Issuer, the Lender and the Borrower have executed this Allonge to Note as of the Effective Date.

ISSUER: City of Falcon Heights, Minnesota

By _____
Its _____

By _____
Its _____

**CITY OF FALCON HEIGHTS
COUNCIL RESOLUTION**

March 22, 2023

No. 23-21

**A RESOLUTION CONSENTING TO AMENDMENTS TO THE
CITY'S EDUCATIONAL FACILITIES REVENUE REFUNDING NOTE (MOUNDS
PARK ACADEMY PROJECT), SERIES 2014**

WHEREAS, pursuant to a resolution of the City adopted on April 9, 2014, the City of Falcon Heights, Minnesota (the "City"), issued its Educational Facilities Revenue Refunding Note (Mounds Park Academy Project), Series 2014 (the "Note"), in the original aggregate principal amount of \$7,707,444 to Bremer Bank, National Association, a national banking association (the "Lender"); and

WHEREAS, pursuant to a Loan Agreement dated as of May 15, 2014 (the "Loan Agreement"), between the City and Mounds Park Academy, a Minnesota nonprofit corporation (the "Borrower"), the City loaned the proceeds of the Note to the Borrower for the purpose of refinancing (i) an approximately 33,000-square-foot addition to be used as kindergarten classrooms, office and classroom space, and a combination gymnasium–auditorium facility and miscellaneous improvements to the existing facilities located at 2051 Larpenteur Avenue East in the City of Maplewood, Minnesota (the "Host City"), including code compliance, handicapped accessibility improvements, sprinkler systems, asbestos removal, parking lot improvements and interior renovation, (ii) the installation of various capital improvements to the Borrower's facilities located at 2051 Larpenteur Avenue East in the Host City, (iii) the acquisition of real property located at 2025 Larpenteur Avenue East in the Host City, and (iv) the acquisition, construction and equipping of an athletic field house, a two-story classroom addition linking the field house to the upper school, an early childhood classroom, new parking and driveway improvements and other capital improvements to the Borrower's existing facilities located at 2051 and 2025 Larpenteur Avenue East in the Host City (collectively, the "Project"), and the Borrower agreed to repay the Note in specified amounts and at specified times sufficient to pay in full when due the principal of, premium, if any, and interest on the Note; and

WHEREAS, pursuant to a Pledge Agreement (the "Pledge Agreement") dated as of the date of the Loan Agreement, between the City and the Lender, the City pledged and granted a security interest in all of its rights, title, and interest in the Loan Agreement to the Lender (except for certain rights of indemnification and to reimbursement for certain costs and expenses); and

WHEREAS, the Note is currently owned by the Lender; and

WHEREAS, the City has been advised by the Lender that the interest rate on the Note is currently a variable rate to be adjusted on June 1, 2024, based upon the 5-year London inter-bank offered rate ("LIBOR") swap rate (the "Existing Index"), plus a spread, and that the Existing Index is being phased out effective June 30, 2023, and will no longer be available after that date; and

WHEREAS, the Borrower and the Lender have agreed to replace the Existing Index with the 5 Year Federal Home Loan Bank Rate as published by The Federal Home Loan Bank of Des Moines as of the date of determination (the "Replacement Index"), as further described in the Allonge to Note (the "Allonge"), a substantially final form of which has been provided to the City (the "Modification"); and

WHEREAS, the Lender has advised the City that the Replacement Index, as modified by the proposed spread, is a rate comparable to the Existing Index, as modified by the existing spread;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FALCON HEIGHTS, MINNESOTA, as follows:

1. The City approves the Modification and authorizes the execution of the Allonge.
2. The Allonge is hereby in all respects approved, subject to modifications that do not alter the substance of the transaction and that are approved by Taft Stettinius & Hollister LLP as bond counsel to the City; provided that delivery of the Allonge shall be conclusive evidence of approval.
3. The Mayor and the City Administrator are hereby authorized to execute and deliver the Allonge and any other related documents on behalf of the City.
4. This Resolution shall be in full force and effect from and after its passage.

Adopted by the City Council of the City of Falcon Heights, Minnesota, this 22nd day of March, 2023.

Moved by:

Approved by: _____
Randall C. Gustafson
Mayor

GUSTAFSON ___ In Favor
MEYER
LEEHY ___
WASSENBERG Against
WEHYEE

Attested by: _____
Jack Linehan
City Administrator

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Meeting Date	March 22, 2023
Agenda Item	Consent G4
Attachment	N/A
Submitted By	Randall Gustafson, Mayor

Item	Council/City Commission Liaison Updated Assignments
Description	<p>Council Members are each assigned to serve as a liaison between City Council and various commissions each year. Due to a schedule conflict, I propose the following re-assignment:</p> <ul style="list-style-type: none"> • Planning Commission - Yakasah Wehyee Randall Gustafson • Community Engagement Commission - Randall Gustafson Yakasah Wehyee
Budget Impact	N/A
Attachment(s)	N/A
Action(s) Requested	Motion to approve the above updated appointments for 2023.

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Meeting Date	March 22, 2023
Agenda Item	Consent G5
Attachment	Resolution 23-22, Joint Powers Agreement, Court Subscriber Amendment
Submitted By	Jack Linehan, City Administrator

Item	Bureau of Criminal Apprehension (BCA) Joint Powers Agreement & Court Subscriber Amendment
Description	<p>The Minnesota Bureau of Criminal Apprehension (BCA) has requested that the City of Falcon Heights adopt a new Joint Powers Agreement (JPA). These agreements are for five-year periods and are required by state statute.</p> <p>For the most part, this agreement is simply to meet statutory requirements since all of our dealings with the BCA are conducted through the Ramsey County Sheriff's Office, which has their own JPA. Additionally, the BCA has asked the City to update our Court Subscriber Agreement with our recently appointed city prosecutor, Joseph Kelly.</p>
Budget Impact	N/A
Attachment(s)	<ul style="list-style-type: none"> • Resolution 23-22 Approving the State of MN Joint Powers Agreements with the City of Falcon Heights on Behalf of its City Attorney • Court Data Services Subscriber Amendment to CJDN Subscriber Agreement <ul style="list-style-type: none"> ○ CJDN Fee Structure • State of MN Joint Powers Agreement Authorized Agency
Action(s) Requested	Staff recommends that the Falcon Heights City Council adopt the attached resolution approving a Joint Powers Agreement with the Bureau of Criminal Apprehension and authorize the City Administrator and Mayor to sign all necessary documents.

**CITY OF FALCON HEIGHTS
COUNCIL RESOLUTION**

March 22, 2023

Resolution No. 23-22

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

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

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

1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the City of Falcon Heights on behalf of its Prosecuting Attorney, are hereby approved. Copies of the Joint Powers Agreement are attached to this Resolution and made a part of it.
2. That the Prosecuting Attorney, Joseph Kelly, or his or her successor, is designated the Authorized Representative for the Prosecuting Attorney. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City’s connection to the systems and tools offered by the State.
3. To assist the Authorized Representative with the administration of the agreement, Jack Linehan, City Administrator is appointed as the Authorized Representative’s designee.
4. That Randall C. Gustafson, the Mayor for the City of Falcon Heights, and Jack Linehan, the City Administrator/ City Clerk, are authorized to sign the State of Minnesota Joint Powers Agreements.

PASSED AND ADOPTED by the Falcon Heights City Council on this 22nd day of March, 2023

City of Falcon Heights

Moved by:

Approved by: _____
Randall C. Gustafson
Mayor

GUSTAFSON ___ In Favor
MEYER
LEEHY ___ Against
WEHYEE
WASSENBERG

Attested by: _____
Jack Linehan
City Administrator / City Clerk



State of Minnesota Joint Powers Agreement

This Agreement is between the State of Minnesota, acting through its Department of Public Safety on behalf of the Bureau of Criminal Apprehension ("BCA"), and the City of Falcon Heights on behalf of its Prosecuting Attorney ("Governmental Unit"). The BCA and the Governmental Unit may be referred to jointly as "Parties."

Recitals

Under Minn. Stat. § 471.59, the BCA and the Governmental Unit are empowered to engage in agreements that are necessary to exercise their powers. Under Minn. Stat. § 299C.46, the BCA must provide a criminal justice data communications network to benefit political subdivisions as defined under Minn. Stat. § 299C.46, subd. 2 and subd. 2(a). The Governmental Unit is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in this Agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit authorized political subdivisions in performing their duties. The Governmental Unit wants to access data in support of its official duties.

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

Agreement

1 Term of Agreement

- 1.1 **Effective Date.** This Agreement is effective on the date the BCA obtains all required signatures under Minn. Stat. § 16C.05, subdivision 2.
- 1.2 **Expiration Date.** This Agreement expires five years from the date it is effective.

2 Agreement Between the Parties

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

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

- A. **Direct access** occurs when individual users at the Governmental Unit use the Governmental Unit's equipment to access the BCA's systems and tools. This is generally accomplished by an individual user entering a query into one of BCA's systems or tools.
- B. **Indirect Access** occurs when individual users at the Governmental Unit go to another Governmental Unit to obtain data and information from BCA's systems and tools. This method of access generally results in the Governmental Unit with indirect access obtaining the needed data and information in a physical format like a paper report.
- C. **Computer-to-Computer System Interface** occurs when the Governmental Unit's computer exchanges data and information with BCA's computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

For purposes of this Agreement, Governmental Unit employees or contractors may use any of these methods to use BCA's systems and tools as described in this Agreement. Governmental Unit will select a

method of access and can change the methodology following the process in Clause 2.10.

- 2.3 Federal Systems Access.** In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA may provide Governmental Unit with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.
- 2.4 Governmental Unit Policies.** Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system, and validation. Governmental Unit has created its own policies to ensure that Governmental Unit's employees and contractors comply with all applicable requirements. Governmental Unit ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at <https://bcanextest.x.state.mn.us/launchpad/>.
- 2.5 Governmental Unit Resources.** To assist Governmental Unit in complying with the federal and state requirements on access to and use of the various systems and tools, information is available at <https://sps.x.state.mn.us/sites/bcaservicecatalog/default.aspx>. Additional information on appropriate use is found in the Minnesota Bureau of Criminal Apprehension Policy on Appropriate Use of Systems and Data available at <https://bcanextest.x.state.mn.us/launchpad/cjisdocs/docs.cgi?cmd=FS&ID=795&TYPE=DOCS>.
- 2.6 Access Granted.**
- A. Governmental Unit is granted permission to use all current and future BCA systems and tools for which Governmental Unit is eligible. Eligibility is dependent on Governmental Unit (i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Governmental Unit's written request for use of a specific system or tool.
 - B. To facilitate changes in systems and tools, Governmental Unit grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Governmental Unit needs to meet its criminal justice obligations and for which Governmental Unit is eligible.
- 2.7 Future Access.** On written request from the Governmental Unit, BCA also may provide Governmental Unit with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Governmental Unit agrees to be bound by the terms and conditions contained in this Agreement that when utilizing new systems or tools provided under this Agreement.
- 2.8 Limitations on Access.** BCA agrees that it will comply with applicable state and federal laws when making information accessible. Governmental Unit agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.
- 2.9 Supersedes Prior Agreements.** This Agreement supersedes any and all prior agreements between the BCA and the Governmental Unit regarding access to and use of systems and tools provided by BCA.
- 2.10 Requirement to Update Information.** The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.

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

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

particular transaction.

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

When Governmental Unit's method of access is a computer-to-computer interface as described in Clause 2.2C, the Governmental Unit must keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to occur.

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

- 2.12 Court Information Access.** Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Governmental Unit if the Governmental Unit completes the Court Data Services Subscriber Amendment, which upon execution will be incorporated into this Agreement by reference. These BCA systems and tools are identified in the written request made by the Governmental Unit under Clause 2.6 above. The Court Data Services Subscriber Amendment provides important additional terms, including but not limited to privacy (see Clause 8.2, below), fees (see Clause 3 below), and transaction records or logs, that govern Governmental Unit's access to and/or submission of the Court Records delivered through the BCA systems and tools.
- 2.13 Vendor Personnel Screening.** The BCA will conduct all vendor personnel screening on behalf of Governmental Unit as is required by the FBI CJIS Security Policy. The BCA will maintain records of the federal, fingerprint-based background check on each vendor employee as well as records of the completion of the security awareness training that may be relied on by the Governmental Unit.

3 Payment

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

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

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

4 Authorized Representatives

The BCA's Authorized Representative is the person below, or her successor:

Name:	Dana Gotz, Deputy Superintendent
Address:	Minnesota Department of Public Safety; Bureau of Criminal Apprehension 1430 Maryland Avenue

Telephone: Saint Paul, MN 55106
651.793.1007
Email Address: Dana.Gotz@state.mn.us

The Governmental Unit's Authorized Representative is the person below, or his/her successor:

Name: Joe Kelly, Attorney
Address: 2350 Wycliff St, Ste 200
St Paul, MN 55114
Telephone: 651.224.3781
Email Address: jkelly@kellyandlemmons.com

5 Assignment, Amendments, Waiver, and Agreement Complete

- 5.1 Assignment.** Neither party may assign nor transfer any rights or obligations under this Agreement.
- 5.2 Amendments.** Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, their successors in office, or another individual duly authorized.
- 5.3 Waiver.** If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.
- 5.4 Agreement Complete.** This Agreement contains all negotiations and agreements between the BCA and the Governmental Unit. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6 Liability

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

7 Audits

- 7.1** Under Minn. Stat. § 16C.05, subd. 5, the Governmental Unit's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.

- 7.2** Under applicable state and federal law, the Governmental Unit's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.
- 7.3** If the Governmental Unit accesses federal databases, the Governmental Unit's records are subject to examination by the FBI and BCA; the Governmental Unit will cooperate with FBI and BCA auditors and make any requested data available for review and audit.
- 7.4** If the Governmental Unit accesses state databases, the Governmental Unit's records are subject to examination by the BCA: the Governmental Unit will cooperate with the BCA auditors and make any requested data available for review and audit.

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

8 Government Data Practices

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

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

9 Investigation of Alleged Violations; Sanctions

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

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

9.2 Sanctions Involving Only BCA Systems and Tools.

The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber Amendment. None of these provisions alter the Governmental Unit internal discipline processes, including those governed by a collective bargaining agreement.

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

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

9.3 Sanctions Involving Only Court Data Services

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

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

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

10 Venue

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

11 Termination

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

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

12 Continuing Obligations

The following clauses survive the expiration or cancellation of this Agreement: Liability; Audits; Government Data Practices; 9. Investigation of Alleged Violations; Sanctions; and Venue.

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The Parties indicate their agreement and authority to execute this Agreement by signing below.

1. GOVERNMENTAL UNIT

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION

As delegated to the Office of State Procurement

By: _____

Date: _____

COURT DATA SERVICES SUBSCRIBER AMENDMENT TO CJDN SUBSCRIBER AGREEMENT

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

Recitals

This Subscriber Amendment modifies and supplements the Agreement between the BCA and Agency, SWIFT Contract number 225456, of even or prior date, for Agency use of BCA systems and tools (referred to herein as “the CJDN Subscriber Agreement”). Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes this Subscriber Amendment. The Agency desires to use one or more BCA systems and tools to access and/or submit Court Records to assist the Agency in the efficient performance of its duties as required or authorized by law or court rule. Court desires to permit such access and/or submission. This Subscriber Amendment is intended to add Court as a party to the CJDN Subscriber Agreement and to create obligations by the Agency to the Court that can be enforced by the Court. It is also understood that, pursuant to the Master Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA, the BCA is authorized to sign this Subscriber Amendment on behalf of Court. Upon execution the Subscriber Amendment will be incorporated into the CJDN Subscriber Agreement by reference. The BCA, the Agency and the Court desire to amend the CJDN Subscriber Agreement as stated below.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. GUARANTEES OF CONFIDENTIALITY. Subscriber agrees:

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

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

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

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

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

6. APPLICABILITY TO PREVIOUSLY DISCLOSED COURT RECORDS. Subscriber acknowledges and agrees that all Authorized Court Data Services and related Court Records disclosed to Subscriber prior to the effective date of this Subscriber Amendment shall be subject to the provisions of this Subscriber Amendment.

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

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

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

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

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

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

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

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

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

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

11. [reserved]

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

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

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

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

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

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

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

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

15. WARRANTY DISCLAIMERS.

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

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

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

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

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

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

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

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

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

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

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

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

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

1. SUBSCRIBER (AGENCY)

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

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

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

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION
delegated to Materials Management Division

By: _____

Date: _____

4. COURTS

Authority granted to Bureau of Criminal Apprehension

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with authorized authority)

Date: _____

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Meeting Date	March 22, 2023
Agenda Item	G6
Attachment	N/A
Submitted By	Jack Linehan, City Administrator

Item	Motion to reimburse Buhl GTA, LP from the Metropolitan Council's Tax Base Revitalization Account for Affordable Housing and grant authority to the City Administrator to sign all documents related to release of the grant.
Description	<p>The City of Falcon Heights and Buhl GTA, LP received a grant from the Metropolitan Council's Tax Base Revitalization Account for the Amber Union project at 1667 Snelling Avenue.</p> <p>City Council approved Resolution 20-45 on October 14, 2020 which allowed staff to apply for the grant. The City of Falcon Heights applied for the application in shortly thereafter, and accepted the grant on March 24, 2021.</p> <p>The City and Buhl GTA, LP (the developer of the Amber Union project) were awarded a grant for environmental cleanup at the Amber Union property (1667 Snelling Ave). These grant funds were dedicated to remediate asbestos and other contamination associated with seventy-plus years of use at the site.</p> <p>In May 2021, the City approved Resolution 21-26, which approved a Loan Agreement that is secured by a mortgage agreement against the Buhl property, together with a promissory note for repayment of the grant funds. This was at the request of Buhl to maximize their funding strategy for the Amber Union project. In the terms of the loan, Buhl is required to pay back the \$962,200 to the City after 41.5 years (2063), interest free. These funds are then returned to the Met Council.</p> <p>With abatement completed, the City received a check from the Met Council for \$962,200. As part of the subgrant agreement, the City reimburses this amount to Buhl GTA, LP under the terms of the loan agreement. It is the opinion of all parties that all requirements have been met by the developer.</p>
Budget Impact	The grant is in the amount of \$962,200. This grant and related activity is not forecasted to have direct impact on the budget.
Attachment(s)	<ul style="list-style-type: none"> N/A

Action(s) Requested	Staff recommends a motion to reimburse Buhl GTA, LLC from the Metropolitan Council's Tax Base Revitalization Account for Affordable Housing and grant authority to the City Administrator to sign all documents related to release of the grant funds.
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Meeting Date	March 22, 2023
Agenda Item	Consent G7
Attachment	CTC Indemnification Agreement
Submitted By	Kelly Nelson Assistant to the City Administrator

Item	Commonwealth Terrace Cooperative (CTC) Recreation Programming
Description	Falcon Heights has been partnering with Commonwealth Terrace Cooperative (CTC) in offering reduced pricing for youth programs and activities as part of the Parks & Rec program. CTC residents receive a discounted offer, paying 50% of the amount advertised. CTC is invoiced at the end of the program season to match the amount paid by participants as part of the agreement. The Parks & Rec program would like to continue this agreement with CTC for the 2023 season. Classes are taught on CTC property by City seasonal staff and the indemnification agreement is a routine, annual agreement that Staff recommends the CTC and City sign to protect both parties.
Budget Impact	CTC residents will pay the advertised program pricing on the specific program guide issued only to CTC residents. CTC will be invoiced at the end of the program season about matching the amount that each participant paid in order to cover the overall program cost to the Parks & Rec department.
Attachment(s)	<ul style="list-style-type: none"> • 2023 CTC Indemnification Agreement
Action(s) Requested	Staff recommends continuing agreement with CTC and authorizing the City Administrator and/or Staff to execute all necessary agreements, including the attached indemnification agreement to protect both parties.

**INDEMNIFICATION AGREEMENT BETWEEN THE CITY OF FALCON HEIGHTS
AND COMMONWEALTH TERRACE COOPERATIVE (CTC)**

THIS INDEMNIFICATION AGREEMENT (“Agreement”) is made as of March 22, 2023, by and between the CITY OF FALCON HEIGHTS, a Minnesota municipal corporation (“City”) and Commonwealth Terrace Cooperative (CTC), (“CTC”).

RECITALS

A. City of Falcon Heights intends to conduct recreation programs at Commonwealth Terrace Cooperative (CTC), 1250 Fifeld Ave. St. Paul, MN 55108 from June 20, 2023 through July 25, 2023.

AGREEMENT

1. CTC agrees to conduct recreation programs in accordance with applicable government regulations and utilize usual and customary safety procedures.

2. Indemnification and Insurance.

(a) Commonwealth Terrace Cooperative (CTC) agrees that it will at all times defend, protect, indemnify, and hold harmless the City and its agents, officials, servants, contractors and employees from and against any and all claims for damages and other remedies, including but not limited to, costs and attorneys’ fees, arising from or by reason of the conduct of the recreation programs. Nothing in this Agreement is to be construed as a waiver by the City of any immunities, defenses, or other limitations on liability to which the City is entitled to by law, including, but not limited to, the maximum monetary limits on liability established by Minnesota Statutes, Chapter 466.

(b) Commonwealth Terrace Cooperative (CTC), at his/her/its sole cost and expense agrees that it will maintain in full force and effect during the term of this Agreement liability insurance in the minimum amounts stated in the City’s recreation programs policy. A certificate of insurance evidencing compliance with the recreation programs policy must be provided to the City by CTC prior to the recreation programs. The City must be named as an additional insured on the insurance policy, and the policy must contain a stipulation that the CTC’s insurer will provide ten (10) days’ prior written notice of cancellation of such insurance to the City. The insurance shall be carried by a solvent and responsible insurance company that is licensed to do business in the State of Minnesota.

3. Miscellaneous Provisions.

(a) Any titles of the several Paragraphs of the Agreement are inserted for convenience of reference only and are to be disregarded in construing or interpreting any of its provisions.

(b) Any notice, demand, or other communication under this Agreement by either

party to the other will be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally; and

- (i) in the case of Commonwealth Terrace Cooperative (CTC), is addressed to or delivered personally to 1250 Fifeld Ave. St. Paul, MN 55108 and;
- (ii) in the case of the City, is addressed to or delivered personally to the City Administrator at City of Falcon Heights, 2077 W. Larpenteur Ave W., Falcon Heights, MN 55113

or at such other address with respect to either such party as that party may, from time to time, designate in writing and forward to the other as provided in this paragraph.

- (c) This Agreement may be executed in any number of counterparts, each of which will constitute one and the same instrument.
- (d) This Agreement constitutes the entire agreement between CTC and the City and supersedes any other written or oral agreements between the parties. This Agreement can be modified only in a writing signed by the parties.
- (e) The Agreement is effective on June 19, 2023 and terminates on August 4, 2023.
- (f) Except as specifically set forth herein, nothing in this Agreement is to be construed to exempt Commonwealth Terrace Cooperative (CTC) from or waive the application of any federal, state, or local law, rule, or regulation.

IN WITNESS WHEREOF, Commonwealth Terrace Cooperative (CTC) and the City of Falcon Heights have, by their duly-authorized representatives, executed this Agreement this 22nd day of March, 2023.

CITY OF FALCON HEIGHTS

By: _____
Its: Randy Gustafson, Mayor

And _____
Its: Jack Linehan, City Administrator

COMMONWEALTH TERRACE COOPERATIVE, CTC

By: _____
Its: _____

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Meeting Date	March 22, 2023
Agenda Item	Consent G8
Attachment	Resolution
Submitted By	Kelly Nelson Assistant to the City Administrator

Item	Grant application for grant funds through MN DNR Outdoor Grant
Description	The City of Falcon Heights will be closing soon on the purchase of the land at Community Park and staff wishes to apply for a grant through the DNR to assist with the renovation of the park. The purpose of the grant would be to help rebuild a new park building and make various improvements at Community Park. Staff is substantially finished with the grant, but is still working on bolstering the application and would like to work on it up until the submission date of March 31, 2023. The application is over 30 pages with over 100 pages in attachments. Staff can provide copies of the application progress, upon request. Staff is seeking \$350,000 in grant funds with 100% match from the City.
Budget Impact	The total grant request is \$350,000 with 100% match required by the City. This amount would be primarily used in 2024, where \$1.5M is included in the 10-year capital plan for renovation of community park.
Attachment(s)	<ul style="list-style-type: none"> • Resolution 23-23
Action(s) Requested	Staff recommends approval to submit a grant application by March 31 st for 2023 Outdoor Recreation Grant consideration. The grant request is in the amount of \$350,000.

CITY OF FALCON HEIGHTS
COUNCIL RESOLUTION

March 22, 2023

No. 23-23

**RESOLUTION AUTHORIZING THE CITY TO SUBMIT A GRANT APPLICATION FOR A 2023 MN
OUTDOOR RECREATION GRANT TO BE USED FOR COMMUNITY PARK FUNDING**

BE IT RESOLVED that the City of Falcon Heights act as legal sponsor for the project contained in the Outdoor Recreation Grant application to be submitted on the 31st day of March, 2023. and that the City Administrator, Jack Linehan, and/or Staff is hereby authorized to apply to the Department of Natural Resources for funding of this project on behalf of the City of Falcon Heights.

BE IT FURTHER RESOLVED that the applicant maintains an adequate Conflict of Interest Policy and, throughout the term of the contract, will monitor and report any actual or potential conflicts of interest to the State, upon discovery.

BE IT FURTHER RESOLVED that the City of Falcon Heights has the legal authority to apply for financial assistance, and it has the financial capability to meet the match requirement (if any) and ensure adequate construction, operation, maintenance and replacement of the proposed project for its design life.

BE IT FURTHER RESOLVED that the City of Falcon Heights has not incurred any development costs and has not entered into a written purchase agreement to acquire the property described in the Cost Breakdown section on this application.

BE IT FURTHER RESOLVED that the City of Falcon Heights has or will acquire fee title or permanent easement over the land described in the boundary map or recreational site plan included in the application.

BE IT FURTHER RESOLVED that, upon approval of its application by the State, the City of Falcon Heights may enter into an agreement with the State for the above-referenced project, and that the City of Falcon Heights certifies that it will comply with all applicable laws and regulations as stated in the grant agreement including dedicating the park property for uses consistent with the funding grant program into perpetuity.

NOW, THEREFORE BE IT RESOLVED that THE CITY ADMINISTRATOR, JACK LINEHAN, is hereby authorized to execute such agreements as necessary to implement the project on behalf of the applicant.

I CERTIFY THAT the above resolution was adopted by the City Council of the City of Falcon Heights on the 22nd of March, 2023.

SIGNED:

(Signature)
Jack Linehan
City Administrator

WITNESSED:

(Signature)
Randall C. Gustafson
Mayor

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Meeting Date	March 22, 2023
Agenda Item	Consent G9
Attachment	Agreement
Submitted By	Jack Linehan, City Administrator

Item	Ramsey County - Polling Place Agreement
Description	The City received a request for the use of City Hall as a polling place for the 2023 Election Season and the election date for City Hall was listed on the initial polling place agreement attached. The Council previously approved this agreement at the February 22, 2023 Council meeting before it was determined that the Presidential Primary on March 5, 2024 was not previously listed and should also appear on the agreement. The initial agreement was revised to add the Presidential Primary date.
Budget Impact	N/A
Attachment(s)	<ul style="list-style-type: none"> • Ramsey County Polling Place Agreement
Action(s) Requested	Staff recommend approval of attached agreement and to authorize the City Administrator to execute all necessary documents.

2023 Polling Place Agreement

Polling Place Falcon Heights City Hall
2077 Larpenteur Ave. W.
Falcon Heights, MN 55113

Falcon Heights City Hall agrees to provide their site to Ramsey County for the following election(s):

General Election — 11/07/2023

Special Elections — We will notify you if a special election is necessary for 2023.

Notes

- Ramsey County Elections will be conducting in person site visits to all Ramsey County polling locations in 2023, beginning the week of March 6, 2023. Your site visit date is 3/7/2023 at 11:00. If you are unable to keep this appointment, please notify Brenda Leifeld to reschedule via email or phone at 651-266-2215.
- If your organization requires a facilities use agreement, please send that document along with the completed polling place agreement to brenda.leifeld@ramseycounty.us by April 10, 2023.

Please complete and return this agreement to the Elections Office promptly.

In completing and signing this document, the polling place contact agrees to:

- properly heat and light the location from 5:30 a.m. until the work of the election judges is complete.
- ensure the building is open at 5:30 a.m. on Election Day and that no other activities will interfere with the voting process.
- provide for secure storage of voting materials prior to and following Election Day.

Is there any construction planned for the above-named polling location for 2023? Yes No

If yes, specify where and when _____

On-site contact: Kelly Nelson / Jack Linehan

Other:

If the building is not open at 5:30 a.m. on Election Day, list any individuals with keys to open the facility:
(provide phone numbers that are reachable at 5:30 a.m.)

Emergency contact:
Kelly Nelson / Jack Linehan

Other:

Voting room/location:
Council Chambers

Other:

Secure equipment storage location:
conference room

Other:

Instructions for delivery personnel: _____

Representative: _____

Signature: _____

Representing: Falcon Heights City Hall

2021 Polling Place Agreement

Feb. 1, 2021

Polling Place: FALCON HEIGHTS CITY HALL
2077 LARPENTEUR AVE W
FALCON HEIGHTS, MN 55113

FALCON HEIGHTS CITY HALL agrees to provide said premises to Ramsey County for election purposes, for the following election(s):

Primary — 8/10/2021 (White Bear Lake only)

General Election — 11/02/2021

Note: We will notify you if a special election is necessary and we require your space for voting. Special elections may occur only on designated dates, according to state law. Potential 2021 special election dates are 4/13/2021 and 5/11/2021.

Please complete and return this agreement to the Elections Office promptly.

Said party agrees to properly heat and light said premises from 5:30 a.m. until the work of the election judges is completed. Said party agrees that the building will be open at 5:30 a.m. on Election Day and that no other activities at the location will interfere with the voting process. Said party agrees to provide space for secure storage of all voting materials when not in use by election judges.

On-site contact person:

If the building is not open at 5:30 a.m. on Election Day, list any individuals with keys to open the facility:

Emergency contact:

Voting room/location:

Secure equipment storage location:

Instructions for delivery personnel:

Representative:

Signature:

Representing: FALCON HEIGHTS CITY HALL

2023 Polling Place Agreement

Polling Place Falcon Heights City Hall
1795 Holton St

Falcon Heights City Hall agrees to provide their site to Ramsey County for the following election(s):

General Election — 11/07/2023 **Special Elections** — We will notify you if a special election is necessary for 2023.
Presidential Nomination Primary — 03/05/2024

Notes

- Ramsey County Elections will be conducting in person site visits to all Ramsey County polling locations in 2023, beginning the week of March 6, 2023. Your site visit date is 3/7/2023 at 11:00. If you are unable to keep this appointment, please notify Brenda Leifeld to reschedule via email or phone at 651-266-2215.
- If your organization requires a facilities use agreement, please send that document along with the completed polling place agreement to brenda.leifeld@ramseycounty.us by April 10, 2023.

Please complete and return this agreement to the Elections Office promptly.

In completing and signing this document, the polling place contact agrees to:

- properly heat and light the location from 5:30 a.m. until the work of the election judges is complete.
- ensure the building is open at 5:30 a.m. on Election Day and that no other activities will interfere with the voting process.
- provide for secure storage of voting materials prior to and following Election Day.

Is there any construction planned for the above-named polling location for 2023? Yes No

If yes, specify where and when _____

On-site contact: Kelly Nelson / Jack Linehan Other:

If the building is not open at 5:30 a.m. on Election Day, list any individuals with keys to open the facility:
(provide phone numbers that are reachable at 5:30 a.m.)

Emergency contact: Kelly Nelson / Jack Linehan Other:

Voting room/location: Council Chambers Other:

Secure equipment storage location: conference room Other:

Instructions for delivery personnel: _____

Representative: _____

Signature: _____

Representing: Falcon Heights City Hall

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Meeting Date	March 22, 2023
Agenda Item	Consent G10
Attachment	Resolution 23-24
Submitted By	Jack Linehan, City Administrator

Item	Surplus Fire Department Air Compressor for Sanitary Air for SCBA Units to Saint Paul Fire Department
Description	<p>The Sanitary Air Compressor for the air tanks for the SCBA units were funded through the FEMA grant and purchased from Alex Air Apparatus Inc. in Alexandria, MN for \$36,655 in May 2013.</p> <p>With the dissolution of the Falcon Heights Volunteer Fire Department, the compressor is no longer used and Saint Paul Fire Department has expressed interest in using the equipment for a backup to their main compressor when they have back-to-back fires, allowing a quicker response time.</p> <p>Finding a fair price for the unit was a challenge. Our current fixed asset list had the SCBA unit with a 10-year useful life, so it would be depreciated to \$0 in internal value this year. That stated, it does not have significant use and has plenty of useful life left. The other challenge is the expertise required to move the unit. It is the size of a small car and weighs multiple tons. The buyer would be required to move and transport the unit, which could cost thousands.</p> <p>St. Paul Fire Department has offered the City \$4,000 to purchase the unit. Century College also expressed interest, but did not make an offer. As SPFD is our active contracted department and partner, providing it to their firefighters to allow a quicker turnout of gear directly benefits our residents. We feel that the price is fair with these factors taken in to consideration</p>
Budget Impact	\$4,000 in to Public Safety Capital (402).
Attachment(s)	<ul style="list-style-type: none"> Resolution 23-24
Action(s) Requested	Staff recommends the City Council approve the attached resolution declaring the SCBA unit as surplus property, and allowing the City Administrator to waive the competitive bidding process and sell the equipment to the St. Paul Fire Department.

**CITY OF FALCON HEIGHTS
COUNCIL RESOLUTION**

March 22, 2023

No. 23-24

**A RESOLUTION APPROVING THE DECLARING THE AIR COMPRESSOR FOR SANITARY
AIR FOR SCBA UNITS AS SURPLUS EQUIPMENT**

WHEREAS, the City Administrator is authorized to recommend City property that has reached its useful life be declared surplus; and

WHEREAS, Sanitary air compressor for SCBA units no longer holds useful value to the City of Falcon Heights with the disbandment of the Fire Department; and

WHEREAS, the City of Falcon Heights and its residents benefit from the St. Paul Fire Department (SPFD) being well equipped, and selling the equipment to the SPFD benefits both agencies.

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

1. That the City Council declares the air compressor for SCBA units as surplus equipment.
2. That the City Administrator is authorized to negotiate with the St. Paul Fire Department to sell the equipment.

Moved by:

Approved by: _____
Randall C. Gustafson, Mayor
Mayor Pro Tem

GUSTAFSON _____ In Favor
LEEHY
MEYER _____ Against
WASSENBERG
WEHYEE

Attested by: _____
Jack Linehan
City Administrator / City Clerk

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Meeting Date	March 22, 2023
Agenda Item	Consent G11
Attachment	Application and Resolution 23-25
Submitted By	Hannah Lynch, Community Development Coordinator

Item	Appointment of Stephanie Skarolid to the Environment Commission
Description	City Staff and the Environment Commission Chair have interviewed and recommend Stephanie Skarolid for the Environment Commission. Stephanie Skarolid is a resident of Falcon Heights who enjoys volunteering in the community. Stephanie has experience with her own pollinator garden and chickens, and her background in creating programs and systems will be valuable in helping to assess and advise on policy related to environmental concerns facing Falcon Heights.
Budget Impact	N/A
Attachment(s)	<ul style="list-style-type: none"> • Commission Application • Resolution 23-25 Appointment of Stephanie Skarolid to the Environment Commission
Action(s) Requested	Staff recommends approval of attached resolution appointing Stephanie Skarolid to the Environment Commission.

From: Falcon Heights, MN
Sent: Sunday, November 20, 2022 7:43 PM
To: FH Mail
Subject: *NEW SUBMISSION* City Commission Application

Caution: This email originated outside our organization; please use caution.

City Commission Application

Submission #: 2094774
IP Address: 97.116.117.123
Submission Date: 11/20/2022 7:43
Survey Time: 53 minutes, 28 seconds

You have a new online form submission.
Note: all answers displaying "*****" are marked as sensitive and must be viewed after your login.

Please complete form below. Starred items are required. Press submit button to complete your application.

Date and Time

11/20/2022 12:00 AM

Full Name

Stephanie Skarolid

Full Address

1780 Albert St N

██

██

██

██

██



How Long At Above Address?

5 Years

In Which Capacity Would You Like to Serve?

Environment Commission

What is the Reason You Would Like to Serve?

I'm interested in becoming more involved in the community and supporting the environmental work in the city. I would love to support the Green Step program and highlight opportunities that residents and businesses have to be more environmentally friendly. Additionally, I'm excited to meet other neighbors and help support healthy spaces in the community.

List Prior (Previous) Public Service

Public service is new to me, but do enjoy volunteering in the community. I volunteer through an organization called Prepare and Prosper, which is a financial education and advocacy organization. With Prepare and Prosper I have prepared tax returns and support enrollment in other financial programs offered in the organization. I'm a regular blood donor and have adopted a few drains for the Adopt-A-Drain program.

Other Relevant Background (Other Comments)

My husband and I also have a 1500 sf garden with a pollinator garden and chickens to round out our little urban homestead. My career is in quality and accreditation, so really enjoy creating programs and systems.

Thank you,
Falcon Heights, MN

This is an automated message generated by Granicus. Please do not reply directly to this email.

**CITY OF FALCON HEIGHTS
COUNCIL RESOLUTION**

March 22, 2023

No. 23-25

**RESOLUTION APPOINTING STEPHANIE SKAROLID TO THE ENVIRONMENT
COMMISSION**

WHEREAS, the Environment Commission serves in an advisory capacity to the City Council on all policy matters relating to energy use, air quality, recreation and aesthetic appreciation, green infrastructure, water, solid waste, and environmental education;

WHEREAS, City Staff and Commission Chair have interviewed Stephanie Skarolid and recommend appointment to the Falcon Heights Environment Commission.

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

1. That the appointment of Stephanie Skarolid to the Falcon Heights Environment Commission is approved and adopted by the City Council of the City of Falcon Heights.

Moved by:

Approved by: _____
Randall C. Gustafson
Mayor

GUSTAFSON _____ In Favor
LEEHY
MEYER _____ Against
WEHYEE
WASSENBERG

Attested by: _____
Jack Linehan
City Administrator

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Meeting Date	March 22, 2023
Agenda Item	Consent G12
Attachment	
Submitted By	Jack Linehan, City Administrator

Item	Funding Authorizing for Retirement Celebration
Description	Retirements are to be celebrated, especially since they are a rarity in the City of Falcon Heights. The City is hosting a very simple open house for retiring Public Works Director Tim Pittman. To assist with the costs, staff is seeking authorization to spend up to \$400.00 for cake, refreshments and other supplies. This is fairly typical of other nearby cities.
Budget Impact	Funds are available in our supply line items.
Attachment(s)	<ul style="list-style-type: none"> • N/A
Action(s) Requested	Staff recommends the City Council authorize the City Administrator to spend up to \$400.00 for the retirement celebration of Tim Pittman.

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Meeting Date	March 22, 2023
Agenda Item	Consent G13
Attachment	Contract, Invoice
Submitted By	Jack Linehan, City Administrator

Item	Approval of Pay Request #3 for Center for Values-Based Initiatives for Deliverables 3, 4 and 5.
Description	<p>Staff released an RFP for Police Contract Analysis and Consulting Services on July 15, 2022. The RFP closed on August 15, 2022. The RFP was marketed widely online and staff reached out to local and national firms that specialize in this service.</p> <p>The city received interest from three qualified bidders. One bidder declined to submit, citing workload / staffing constraints as they were starting up their firm. In total, the city received two proposals from consultants: one from a local retired law enforcement executive, and one from a national police consulting firm.</p> <p>The City Council reviewed the proposals during workshops on 9/14 and 9/21. The majority of the council preferred the proposal that was submitted by the Center for Value-Based Initiatives (CVBI), and the contract was approved 9/28/22.</p> <p>CVBI had previously submitted draft deliverables for items #1 and #2 of the RFP. As per the agreement, acceptance of the draft deliverables triggers payment for the services. CVBI has now submitted deliverables #3, #4 and #5. The cost for deliverable #3, is \$5,000; deliverable #4 is \$7,500 and deliverable #5 is \$7,500, per our contract. These are the final deliverables and the report is now ready.</p>
Budget Impact	Funds are budgeted for the deliverables.
Attachment(s)	<ul style="list-style-type: none"> • Invoices
Action(s) Requested	Staff would recommend approval of the attached three invoices to pay CVBI a total of \$20,000.00 per our contract.



Invoice

TO: City Administrator – Jack Linehan
2077 West Larpenteur Avenue
Falcon Heights, MN 55113

PROJECT: Professional Services Agreement with the City of Falcon Heights

SUBJECT: Scope of Work – Workload Analysis
Invoice No: 23004

DATE: March 3, 2023

Overview of Scope of Work (SOW) Deliverable 3

As noted in the professional service agreement, *Deliverable 3* includes:

Analyze the current contract and associated costs for policing services compared to the utilization of policing services as determined under Section 1.b – Workload analysis.

The above work on SOW *Deliverable 3* was completed on March 2, 2023. The total fee for these services is \$5,000.

Note – It would be helpful if payment could be sent to my new address:

Matt Bostrom
Center for Values
15217 Farm Stand Court
Winter Garden, FL 3478

Thank you for the opportunity to serve the City of Falcon Heights.

Respectfully,

Matthew Bostrom, Ph.D.
President
Center For Values-Based Initiatives
15217 Farm Stand Court
Winter Garden, Florida 34787



Invoice

TO: City Administrator – Jack Linehan
2077 West Larpenteur Avenue
Falcon Heights, MN 55113

PROJECT: Professional Services Agreement with the City of Falcon Heights

SUBJECT: Scope of Work – Future Policing Service Recommendations
Invoice No: 23005

DATE: March 9, 2023

Overview of Scope of Work (SOW) Deliverable 4

As noted in the professional service agreement, *Deliverable 4 – Future Policing Service Recommendations* includes:

Advise the City on future police needs by providing recommendations on strategic policing services by

- *Analyzing the current police services provided by nearby communities*
- *Determining the various options for the City to either provide or contract for police service*
- *Drafting a report on how to structure future contracts for police services*

The above work on SOW *Deliverable 4* was completed on March 8, 2023. The total fee for these services is \$7,500.

Note – It would be helpful if payment could be sent to my new address:

Matt Bostrom
Center for Values
15217 Farm Stand Court
Winter Garden, FL 3478

Thank you for the opportunity to serve the City of Falcon Heights.

Respectfully,

Matthew Bostrom, Ph.D.
President
Center For Values-Based Initiatives
15217 Farm Stand Court
Winter Garden, Florida 34787



Invoice

TO: City Administrator – Jack Linehan
2077 West Larpenteur Avenue
Falcon Heights, MN 55113

PROJECT: Professional Services Agreement with the City of Falcon Heights

SUBJECT: Scope of Work – Future Policing Service Recommendations
Invoice No: 23006

DATE: March 14, 2023

Overview of Scope of Work (SOW) Deliverable 5

As noted in the professional service agreement, *Deliverable 5 – Task Force Recommendations Implementation* includes:

Provide recommendations on *How the City can implement the recommendations found in the Falcon Heights Task Force on Inclusion and Policing by:*

- a. *Analyzing the current recommendations that were adopted by the City Council on May 24, 2017*
- b. *Determining which of the recommendations have been completed or addressed to date*
- c. *Developing a report of actionable steps that can be undertaken in the current or future police contracts to address the Task Force recommendations*

The above work on SOW *Deliverable 5* was completed on March 13, 2023. The total fee for these services is \$7,500.

Note – It would be helpful if payment could be sent to my new address:

Matt Bostrom
Center for Values
15217 Farm Stand Court
Winter Garden, FL 3478

Thank you for the opportunity to serve the City of Falcon Heights.

Respectfully,

Matthew Bostrom, Ph.D.

President

Center For Values-Based Initiatives
15217 Farm Stand Court
Winter Garden, Florida 34787

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Meeting Date	March 22, 2023
Agenda Item	Consent G14
Attachment	Resolution
Submitted By	Jack Linehan, City Administrator

Item	Appointment of Elke van der Werff to the position of Administrative & Communications Coordinator
Description	<p>After the resignation of Brennan Sorensen as the Administrative and Communications Coordinator, the City launched a search of candidates for a replacement.</p> <p>The City received eight applicants and interviewed five for the position. One candidate was brought back as the top finalist. After visiting City Hall, meeting Staff, passing a background check and having completed an agreeable Assessment Report, Elke van der Werff was the selected candidate.</p> <p>Elke most recently worked as an Assessor Intern for the City of Minneapolis and as a Licensing Coordinator for a busy realtor group prior to that, where she handled high volumes of emails and oversaw real estate licenses for approximately 6,000 agents.</p> <p>The City is excited to welcome Elke to our community.</p>
Budget Impact	Funds are appropriated for this position.
Attachment(s)	Resolution 23-26 Appointment of Elke van der Werff as Administrative and Communications Coordinator
Action(s) Requested	Staff recommend approval of attached resolution accepting the appointment of Elke van der Werff as Administrative & Communications Coordinator with a starting salary of \$52,000.

**CITY OF FALCON HEIGHTS
COUNCIL RESOLUTION**

March 22, 2023

No. 23-26

**RESOLUTION APPOINTING ELKE VAN DER WERFF TO THE POSITION OF
ADMINISTRATIVE AND COMMUNICATIONS COORDINATOR FOR THE CITY OF
FALCON HEIGHTS**

WHEREAS, on February 21, 2023, the position of Administrative and Communications Coordinator position became vacant after a resignation;

WHEREAS, thereafter the position was posted and candidates were interviewed by the City Administrator and Staff;

WHEREAS, the position was offered and accepted by Elke van der Werff;

WHEREAS, Elke van der Werff has a start date of April 17, 2023.

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

1. Appoint Elke van der Werff to the position of Administrative and Communications Coordinator, and
2. Authorize compensation of \$25.00 per hour (\$52,000/year).

Moved by:

Approved by: _____
Randall C. Gustafson
Mayor

GUSTAFSON ___ In Favor
MEYER
WASSENBERG ___ Against
LEEHY
WEHYEE

Attested by: _____
Jack Linehan
City Administrator

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Meeting Date	March 22, 2023
Agenda Item	Sanitary Sewer Lining Project 2022
Attachment	Sanitary Sewer Lining Agreement
Submitted By	Roland Olson, Finance Director

Item	The sanitary sewer relining project for 2022 has now been mostly completed and invoiced to the City.
Description	For the past several years the City of Falcon Heights has worked together with the City of Roseville for the sanitary sewer relining project. Roseville handles the bid and contract process. Once Falcon Heights' portion of the project has been completed, Roseville invoices Falcon Heights for our portion of the expenses. The expenses invoiced total \$165,027.74 with an estimated \$8,356.27 for retainage to be paid once the project is finally done. There are still a few issues that Roseville is negotiating with the contractor.
Budget Impact	For 2022, there was a budget of \$220,000 approved.
Attachment(s)	
Action(s) Requested	Request the council approve to pay the \$165,027.74 invoiced amount for the sanitary sewer lining project and once the retainage is released the City has approval to pay the balance of the expenses of the project.

2022 SANITARY SEWER LINING AGREEMENT

Dated as of November 29, 2021

This Agreement is made on November 29, 2021, between the City of Roseville, a Minnesota municipal corporation ("Roseville"), and the City of Falcon Heights, a Minnesota municipal corporation ("Falcon Heights").

1. PURPOSE

Roseville and Falcon Heights (Collectively the "Cities") have determined that it is in the best interests of the residents of each city to undertake in a cooperative fashion the lining of sanitary sewer main lines (the "Project"). The goal of the Cities is to provide for a coordinated cost effective completion of the Project. The purpose of this agreement is to set forth the terms governing the design and construction of the Project.

2. PROJECT

- 2.1 The Project shall consist of the facilities identified in Exhibit A hereto, subject to modification as provided herein.
- 2.2 The costs of the Project will be paid by the Cities as provided in Section 5.1 hereof.

3. DESIGN

- 3.1 Roseville, will prepare, or have prepared, engineering drawings, specifications and construction plans for the Project. The construction plans will include a cost estimate. The final cost estimate will include all costs associated with the Project as well as a contingency budget for unforeseeable circumstances associated with the construction. Roseville will comply with any requirements of Minnesota law with respect to approvals of such plans and specifications.
- 3.2 Final construction plans, engineering drawings, specifications and cost estimates will be submitted to each Falcon Heights City Administrator for approval prior to releasing the Project for bidding.

4. CONSTRUCTION

- 4.1 If final construction plans and specifications are approved by each city council, Roseville shall proceed with construction of the Project. Roseville will advertise for bids in accordance with the requirements of the municipal contracting law.
- 4.2 Prior to awarding construction contracts Roseville will review the bids received with Falcon Heights. If the contracts exceed the cost estimates contained in the construction plans (including a contingency budget) previously approved by the Cities by 20% or more the bids will be approved individually by each city council or the project may not proceed.
- 4.3 Roseville will be the contracting party and will use ordinary and prudent efforts to require that the Project is constructed in compliance with approved plans and specifications and completed with reasonable promptness.
- 4.4 Roseville will notify Falcon Heights of any change order which increases the cost of any individual construction contract for the Project by more than \$5,000 of the original amount thereof or which materially changes the scope of the Project. Roseville shall obtain the written authorization of Falcon Heights prior to approving such a change order. However, prior written authorization is not necessary if the change order presents imminent

health/safety issues making prior authorization impractical. In such cases, the change order shall be seasonably presented to Falcon Heights for ratification. Falcon Heights must not unreasonably withhold its consent to change orders resulting from unforeseen circumstances arising from the construction.

5. PAYMENT OF COSTS OF PROJECT

- 5.1 The cost of the Project will be categorized based on ownership of the infrastructure and charged to the Cities accordingly. Costs will include, but not be limited to, the services identified in Article 6 hereof, all costs related to obtaining all necessary permits and approvals for the Project, costs incurred in agreements, and any and all other costs associated with the Project.
- 5.2 All invoices or requests for payment will be approved and paid by Roseville. Within 10 days of the end of each calendar month, Roseville shall provide a statement to Falcon Heights showing the prior month's activity, the invoices received, the full costs of services provided by Roseville staff, and the amount Falcon Heights owes to Roseville for the Project and for items outside of the Project. Within 30 days of the receipt of that statement, Falcon Heights shall pay that amount to Roseville or provide in writing a list and explanation of any amounts it disputes and pay the undisputed amount. Any disputes regarding payment shall be resolved through the dispute resolution process contained in Article 7 hereof.
- 5.3 If this Agreement is terminated under Section 8 hereof, both cities shall nevertheless be liable for the payment of their cost share which is incurred up to the date of termination of this Agreement, or as a result of termination of this Agreement.

6. SERVICES TO BE PROVIDED BY ROSEVILLE

- 6.1 Roseville will provide qualified engineering employees to perform street and utility design and related technical services to the Project. These services include:
 - Complete design;
 - Acquire required permits and approvals;
 - Prepare plans and specifications;
 - Manage contracts made for completion of the Project and for items outside the Project;
 - Supervise construction, including inspection of the work;
 - Conduct construction surveying;
 - Prepare as-built drawings;
 - Design utilities, as required;
- 6.2 Roseville may, at its discretion, contract with a qualified third party to conduct or complete any or all of these services. Roseville employees shall be billed at their direct salary expenses, including benefits and applicable overhead.

7. DISPUTE RESOLUTION

- 7.1 If a dispute arises between the Cities regarding this agreement or the construction of the Project, the City Manager and City Administrator of each city, or their designees, must promptly meet and attempt in good faith to negotiate a resolution of the dispute.
- 7.2 If the Cities have not negotiated a resolution of the dispute within 30 days after this meeting, the Cities may jointly select a mediator to facilitate further discussion.

7.3 If a mediator is not used or if the Cities are unable to resolve the dispute within 30 days after the first meeting with the selected mediator, the dispute shall be adjudicated in civil court.

8. GENERAL PROVISIONS

8.1 All notices under this agreement must be delivered personally or sent by first class mail addressed to:

If to Roseville: City Manager
 City of Roseville
 2660 Civic Center Drive
 Roseville, MN 55113

If to Falcon Heights: City Administrator
 City of Falcon Heights
 2077 W. Larpenteur Avenue
 Falcon Heights, MN

or addressed to such party at such other address as such party shall hereafter furnish by notice to the other party.

8.2 This Agreement shall terminate if either City fails to approve the construction plans for the Project.

8.3 This Agreement may be amended only in writing, executed by the proper representatives of each city.

8.4 This Agreement must be interpreted under the laws of the State of Minnesota.

IN WITNESS WHEREOF, the undersigned parties have entered into this Agreement as of the date set forth above.

Date: 11-29-21

CITY OF ROSEVILLE

By:  _____


Mayor

And:  _____

City Manager

Date: 12.14.21

CITY OF FALCON HEIGHTS

By:  _____

Mayor

And:  _____

City Administrator

**EXHIBIT A
THE PROJECT**

Install Cast in Place Pipe (CIPP) liner in existing sanitary sewer main line.

[Enclosed Project Map also included in Exhibit A]

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Meeting Date	March 22, 2023
Agenda Item	Consent G16
Attachment	See below.
Submitted By	Hannah Lynch Community Development Coordinator

Item	Grant application for grant funds through Ramsey County’s Critical Corridors Pre-Development Planning program.
Description	<p>One of the main goals of the 2040 Comprehensive Plan is “building connections and community identity in Falcon Heights.” A large inhibitor of achieving this goal is the disconnect in the City from Snelling and Larpenteur Avenues. From the 2040 Comprehensive Plan:</p> <p><i>Built to encourage vehicle rather than pedestrian traffic, Larpenteur and Snelling also function as significant barriers between neighborhoods, fragmenting city identity. Yet these major thoroughfares offer enormous potential to become the keys to a stronger civic identity, a sense of arrival and welcome, connection and community. In-depth study of these corridors is needed in order to formulate corridor framework plans to guide public and private development aimed at realizing this potential.</i></p> <p>The purpose of this grant would be to fund a study of these corridors to educate ourselves on how best to move forward with redevelopment projects. Ideally, this would include a large amount of community participation, with a focus on any changes being sustainable and equitable to all parties involved.</p>
Budget Impact	The total grant request is \$50,000 with the additional \$8,800 to be funded by the city.
Attachment(s)	<ul style="list-style-type: none"> • 2023 Critical Corridors Pre-Development Planning Application • Estimate for study by WSB • Resolution 23-27 in Support of the City of Falcon Heights Applying for Critical Corridors Pre-Development Planning Grant from Ramsey County to Fund a Larpenteur/Snelling Avenue Corridor Study
Action(s) Requested	Staff recommend approval of attached application of the 2023 Ramsey County Critical Corridors Pre-Development Planning grant. The grant request is in the amount of \$50,000.

Critical Corridors – Pre-Development Planning 2023 – Grant Submission

1. **Project Address / Location:** Larpenteur Avenue W, Snelling Avenue Corridors – Falcon Heights, MN
2. **Ramsey County Commissioner District:** District 3: MatasCastillo
3. **Eligible Activity Type:** Land use plans: small area plans, corridor plans, station area plans
4. **Please describe the proposed project. If a project includes multiple funding sources, describe the specific activities eligible under this program for which funding is requested.**

The City of Falcon Heights is seeking funding for a corridor study of the two main roadways in the city, Larpenteur Avenue West and Snelling Avenue. Because there is almost no vacant privately-owned land in the city, and the public land is unlikely to be available in the near future for future development, the City must identify areas of potential redevelopment to meet projected housing and business needs. These two roads are the most heavily trafficked in the City, and they were designed to accommodate and conduct motorized traffic as quickly as possible from one side of the City to another. Because of this, Larpenteur and Snelling Avenues have served as barriers to bicycle and pedestrian traffic and an impediment to retail cohesiveness, separating neighborhoods and encouraging residents to orient their lives outward toward surrounding cities.

It is the City's intention to focus on the potential of these vital arteries connecting, rather than dividing, neighborhoods and commercial areas. A comprehensive corridor study of both Snelling and Larpenteur is needed, along with ample opportunity for public participation, before any significant redevelopment in these areas is initiated. This will involve determining the design priorities for these arteries and determining the best ways to meet the City's objectives. Additionally, this plan will allow for the proper establishment of mixed-use overlay districts along Larpenteur corridor to encourage infill and redevelopment of existing commercial and multi-family properties.

5. **What is the existing land use environment? What change do you hope to achieve with the proposed project?**

Properties along Larpenteur Avenue consist of the following: Business and commercial properties or groups of properties including the Snelling / Larpenteur commercial core; existing multi-family residential properties; existing single-family homes and duplexes; and public and institutional land, including land used for agricultural research.

Snelling Avenue is a State highway that is, south of Hoyt Avenue, the boundary between the Minnesota State Fair and St. Paul's Como neighborhood. North of Crawford Avenue, Snelling is residential, with frontage streets and medians separating homes from the highway.

The goal of this study is to look at developing a focused plan to encourage the evolution of the Larpenteur/Snelling hub into an extended "city center" connecting, rather than dividing, the community. Higher density, transit-oriented housing, including life-cycle housing, along Larpenteur Avenue is part of that. In addition, commercial development must contribute to a viable community-oriented city center, and must be balanced with preservation of the open landscapes that the residents value so highly.

6. **Ramsey County's Economic Competitiveness and Inclusion Plan calls for intentional investment in racially and ethnically diverse communities. How does the proposed project affect diverse communities? How will it advance racial equity?**

Access to public transportation and a walkable environment is a crucial necessity to advancing equity for racially and ethnically diverse communities. The Metro A Line runs the length of Falcon Heights along Snelling Avenue. It has stops at the busy intersection with Larpenteur Avenue, the commercial center of the City and also home to Amber Union Apartments, the new affordable housing complex recently opened in the City. This access to the bus line is integral to ensuring those in the housing here are able to access the resources they need throughout the metropolitan area. However, while access to the A Line is very convenient, the ability to cross Snelling or Larpenteur Avenue is dangerous. This study would allow the City to look at this area to determine how to make this a safer crossing and more accessible to citizens, especially the diverse population currently living in rental housing along these roads.

Additionally, one of the main goals of the 2040 Comprehensive Plan, and a goal of this study, is to determine the best location along these corridors for essential neighborhood retail businesses for residents to walk to. To advance equity, all residents need access to basic conveniences whether they have access to a vehicle or not. This study will allow the City to look at where to best adjust zoning and code restrictions to create a more walkable environment and ensure that everyone has the same access to necessities.

7. How have communities that will be affected by the proposed project contributed to the development of this proposal? How will they be involved in its implementation?

The goal of this study would be to involve the entire community. For the development of the 2040 Comprehensive Plan, it was shown through public participation that Falcon Heights is a very special community to the residents and has many traits residents do not want to see removed. Part of what is so loved about Falcon Heights is the concentration of agricultural research lands owned by the University of Minnesota. Currently, the University of Minnesota does not have any plans to develop these fields, and therefore any study the City completes would need to take that into consideration.

The people of Falcon Heights enjoy the small town feel within a larger metropolitan area. And while there is that small town feel, these two main roadways still dissect the city. Taking the time to perform a proper study will allow the City to determine how best to move forward in uniting the neighborhoods and forming a true identity for Falcon Heights.

In addition, while it would be easy for any study to focus on major retail development, it was made abundantly clear during the Comprehensive Plan process that small businesses that provide necessities close to home are the only kind of business expansion residents would like to see in the community. The City intends to include the public just as much during this study as was done with the Comprehensive Plan, but with an additional focus on gathering input from the residents in Amber Union Apartments and other rental properties along these two roads to ensure all members of a diverse community are being considered.

The City wants to be intent in considering not just the wants of the homeowner population, but also the needs of the renters, citizens needing affordable housing, and those racially or ethnically diverse. This may include holding community meetings at different times to accommodate work or bus schedules, and holding meetings in a central location to the area being studied, rather than at City Hall.

8. Describe how this project will further goals and priorities set out in community, city, and organization plans. Please attach supporting documentation (e.g. comprehensive plans, small area plans, previous work done in relation to project, letters of support) as applicable and specify relevant sections / page numbers.

The City of Falcon Heights, in its 2040 Comprehensive Plan, established one of its objectives is to build connections and community identity¹. Larpenteur and Snelling Avenues essentially divide the city into four very unique, disconnected quadrants. They serve as significant barriers between neighborhoods and fragment city identity. One of the main outcomes of this study would be to look at this division and how to reduce it, creating a more walkable and connected center.

In addition, it is a goal of the community to become a healthier, more active and livable community². Unfortunately these two main avenues also prove to be a considerable challenge for pedestrian and bicycle travel, and contribute to poor air quality at peak commuting times. Despite Snelling Avenue being on the very popular MetroA Line, riders often find themselves disembarking only to then be faced with the difficulty of crossing a busy intersection, Larpenteur Avenue with five lanes and Snelling Avenue with seven lanes (including turn lanes).

Another challenge to making the area more livable and walkable is the lack of grocery store within the city boundaries. Rather than remaining within city limits, residents must drive or take transit out of the city to acquire basic amenities such as groceries. This plan would help establish the best location for such a convenience and ensure it is in a central area that is walkable for those without personal transportation.

9. **Why is this proposal not feasible without Ramsey County funds? What other funding sources are committed or anticipated? Please describe any potential match funds (not required, but may contribute to a stronger application). If not funded through this program, what would happen with the proposed project?**

While this project is a big goal for the implementation of the Comprehensive Plan, it is not one that has been budgeted for currently. Without the funding from Ramsey County, this project would need to be put off to another year in the future. The amount we would be requesting is \$50,000 and the estimate from WSB is for \$58,800. The City would be able to cover the additional \$8,800.

10. **List the individuals who will perform the proposed activities and a brief description of their experience with this type of project. Note whether they are staff members, consultants, or others. If a consultant will be procured, describe how they will be selected.**

The City would be hiring a development consulting firm to conduct the corridor study. Currently an estimate has been received from WSB, a design and consulting firm that specializes in community development. WSB was the firm that assisted with the 2040 Comprehensive Plan and the company is aware of the goals and priorities of Falcon Heights, including the unique resources that make this urban city feel like a small town. In addition, City Council members, Planning Commission members, and staff members would likely be present to help facilitate public engagement. City staff will be overseeing the process with WSB.

11. **How does this initiative align with the Strategic and Selection Priorities of the Pre-Development Planning program?**

This initiative aligns with all strategic and selection priorities of the Pre-Development Planning program. The study itself will look at how the City can intensify land use while also focusing on walkability, public transit, access to affordable housing, increasing multi-family housing, and encouraging development within a mixed-use environment so as not to displace current residents. It will also look at improving safety for pedestrians and bicyclists while looking at their ability to access the same conveniences as those with private vehicles.

¹ City of Falcon Heights Comprehensive Plan, Adopted by the Falcon Heights City Council January 2020, page 5.

² City of Falcon Heights Comprehensive Plan, Adopted by the Falcon Heights City Council January 2020, page 6.

12. How will the proposed activity increase sustainability and climate resiliency in the community?

As a GreenSteps Step 5 City, the City of Falcon Heights is dedicated to becoming sustainable, energy efficient, resilient, and environmentally just. With the idea of redevelopment in mind, this plan would look at potential projects and ensure that sustainability and climate resiliency are incorporated to make the City stronger now and in the future. This study will allow the City to determine how to redevelop the area while ensuring greenspace is considered, sustainable materials are used, and equitable practices are utilized. This study will also help the City determine how to best require new development or redevelopment to focus on energy efficiency which will help with reducing energy cost burden and supporting housing affordability in the area. During improvement to, or redevelopment of existing affordable housing there is a great opportunity for improving energy efficiency, sustainability and resiliency. There are also significant benefits to making these improvements in affordable housing. With the inclusion of efficiency, sustainability and resiliency there are improved benefits to home durability, health, comfort, reduction of maintenance and utilization costs as well as increased sense of community. This study will be an opportunity to include the City's goals to foster redevelopment and upgrades to existing affordable housing that emphasizes sustainability and resiliency.

13. How will the proposed activity contribute to increased intensity of land use, such as higher density development?

A large feature of this proposal would be to look at Snelling and Larpenteur Avenues and determine how to best incorporate a mixed-use design into the area to increase density and housing. The lack of affordable housing is a reality facing everyone in the metropolitan area, and this study will look at how to not only increase the accessibility to necessary conveniences, but also how to do that without removing, and rather by adding, affordable housing to the current stock of the city's housing.

On the transit routes running through the particular area for the study, the City would look at allowing the redevelopment of multi-family and commercial properties for mixed use or higher density housing, incorporating best practices for conserving green space and promoting active living. Higher density, transit-oriented housing, including life-cycle housing, would be a large part of the vision of this study.

14. How will the proposed activity improve pedestrian safety and/or improve access to pedestrian, bicycle, and transit systems?

Performing a Larpenteur and Snelling Avenue corridor study would allow the City to look at the locations where safety is a large concern for pedestrians. There are several main bus stops for the MetroA Line around the Larpenteur and Snelling intersection, an intersection that is also busy with vehicle traffic even in non-commuting times. The availability of the A-Line is an incredible asset to the community, however riders are immediately faced with the threat of crossing this intersection, sometimes twice. This study will look at this problem for pedestrians and bicyclists, and determine the best course forward with mitigating the safety concern.

Bicyclists encounter many of the same issues as pedestrians in this area. There are no designated bike lanes at this intersection in particular, so a study would assist in determining if and where those should be placed. As the City is trying to enhance equity and healthy living as part of this study, focusing on increasing the walkability and bikeability for those without dedicated vehicles for travel is something that would be prioritized.

15. How will the proposed activity enhance connections within the neighborhood or larger metro area, helping people get to jobs, housing, green space, and other destinations?

Any redevelopment in this area would focus on the sustainable and equitable use of mixed-use properties, ensuring residents have access to what they need for conveniences, as well as ensuring they have access to public transportation. The City intends for this area to focus on higher density, transit-oriented housing. Specifically, as the A-Line runs through this area, any housing added would have direct access to a route that can take them to different parts of the city which opens up many different employment options. This study will also look at the best way to incorporate extra green space into without interfering with the access to housing.

Falcon Heights Cost Estimate Corridor Study 030162023

Public Engagement: \$26,800

Kick off Strategic Vision Mtg (Council or steering committee)

2 community open house meetings

3 focus group meetings (ie. business/property owners/immediate neighbors)

Community survey

Online comment map

Website

Corridor Plan: 32,000

5 Steering committee meetings

Transportation and multi-model analysis

Market analysis

Land Use/Redevelopment Scenarios

3 redevelopment renderings

Final Plan Document

**CITY OF FALCON HEIGHTS
COUNCIL RESOLUTION**

March 22, 2023

No. 23-27

**RESOLUTION IN SUPPORT OF THE CITY OF FALCON HEIGHTS APPLYING FOR A
CRITICAL CORRIDORS PRE-DEVELOPMENT PLANNING GRANT FROM RAMSEY
COUNTY TO FUND A LARPEN TEUR/SNELLING AVENUE CORRIDOR STUDY**

WHEREAS, the City of Falcon Heights has determined with little to no vacant private land in the city, the ability for future development to be in the redevelopment of existing properties; and

WHEREAS, the City of Falcon Heights 2040 Comprehensive Plan has identified the largest potential for redevelopment in the City to be along Larpenteur and Snelling Avenues; and

WHEREAS, before any significant redevelopment is initiated, a comprehensive corridor study of both Snelling and Larpenteur, with ample opportunity for public participation is recommended as part of the implementation of the Comprehensive Plan;

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

1. Support the application for a Critical Corridors Pre-Development Planning Grant from Ramsey County to fund a Larpenteur/Snelling Avenue Corridor study.
2. Authorize the Mayor and City Administrator to execute all necessary documents.

ADOPTED by the Falcon Heights City Council this 22nd day of March, 2023.

Moved by:

Approved by: _____
Randall C. Gustafson
Mayor

GUSTAFSON ___ In Favor
MEYER
LEEHY ___ Against
WASSENBERG
WEHYEE

Attested by: _____
Jack Linehan
City Administrator

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Meeting Date	March 22, 2023
Agenda Item	Policy H1
Attachment	CVBI Study
Submitted By	Jack Linehan, City Administrator

Item	Approval of Center for Values-Based Initiatives' Study
Description	As presented earlier in the agenda, the City Council is asked to formally approve the adoption of the study. The City Council has reviewed all sections of the study including a review at the January workshop and March retreat of the study.
Budget Impact	N/A
Attachment(s)	<ul style="list-style-type: none"> Center for Values-Based Initiatives Study on Falcon Heights' Contracted Law Enforcement Services (<i>included as an attachment to Presentation D2</i>)
Action(s) Requested	Staff recommends the City Council formally adopt the Center for Values-Based Initiatives Study.

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Meeting Date	March 22, 2023
Agenda Item	Policy H2
Attachment	
Submitted By	Jack Linehan, City Administrator

Item	Law Enforcement Contract Discussion
Description	Following the presentation of the CVBI law enforcement contract study, the City Council will discuss the future direction of the City's contracted law enforcement services.
Budget Impact	N/A
Attachment(s)	<ul style="list-style-type: none"> Center for Values-Based Initiatives Study on Falcon Heights' Contracted Law Enforcement Services (<i>included as an attachment to Presentation D2</i>)
Action(s) Requested	Staff recommends the City Council discuss the findings of the CVBI study and provide direction to the City Administrator on how to proceed.

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Meeting Date	March 22, 2023
Agenda Item	H3
Attachment	Resolution
Submitted By	Stephanie Smith, Interim-City Engineer

Item	Approve Resolution Accepting Plans and Specifications and Ordering Advertisement for Bids for the 2023 Pavement Management Project (PMP)
Description	<p>On November 9, 2022, a public improvement hearing was held for the 2023 PMP. Following the hearing, the City Council ordered the improvement and preparation of plans and specifications of the proposed project. Additionally, on January 11, 2023, a public improvement hearing was held for improvement of the Idaho/Iowa alleyway. Following that hearing, the City Council ordered the improvement and preparation of plans and specifications to be added to the 2023 PMP.</p> <p>The next step in the process is for the City Council to approve plans and specifications and authorize the advertisement for bids. State statute requires a City Council resolution approving plans and specifications and ordering the advertisement for bids for all public improvements to be assessed. Since a portion of the costs for the proposed project will be assessed to benefiting properties, the adoption of this resolution is required.</p> <p>The following is a brief summary of proposed improvements:</p> <p><u>Area 1 street improvements:</u></p> <ul style="list-style-type: none"> • Holton Street, Larpenteur Avenue to Roselawn Avenue • Albert Street, Ruggles Street to Roselawn Avenue • Sheldon Street, Ruggles Street to Roselawn Avenue • Ruggles Street, Holton Street to Hamline Avenue <p>The recommended improvements for the Area 1 streets were based on existing conditions of the pavement. All of the streets are proposed for bituminous mill and overlay. Mill and overlay involves grinding the top two inches of existing asphalt surface and replacing that with new pavement which eliminates cracking, provides a smoother surface and adds life back to the roadway. This should extend the life of the road another 15-20 years.</p> <p>All of the roadways will be repaved to match the existing roadway widths. Existing curb and gutter will remain in place, with the exception of isolated areas that need repairs to replace damaged or sunken curb.</p>

All sidewalk curb ramps will be upgraded to meet the latest American with Disabilities Act (ADA) standards as part of the project.

Area 2 street improvements:

- Garden Avenue, East Snelling Service Drive to Hamline Avenue

The recommended pavement improvements for Garden Avenue is for a full bituminous reclamation. This process involves grinding the existing pavement and gravel base. Some of the excess material is removed and four new inches of bituminous will be installed. The new pavement will be expected to last 25-30 years before a mill and overlay would be required.

Segment 1 – West of Holton

Street width 29 feet (narrowed 7 feet by moving the north curb), 11-foot drive lanes, 7-foot parking lane on south side, 7-foot sidewalk on north side, next to the curb.

Segment 2 – East of Holton

Street width 32-foot (narrowed 10 feet by moving north curb), 12-foot drive lanes, 8-foot parking south side only, elimination of north shoulder currently signed no parking, 6-foot sidewalk, 5-foot boulevard between sidewalk and curb adjacent to the school property. East of school property: north side shoulder for school pick-up queuing, 7-foot sidewalk, no boulevard, bumpouts at intersections to eliminate parking near intersection and create shorter pedestrian crossings.

Storm Sewer System Improvements:

The storm sewer system, particularly on Garden Avenue, will be upgraded to locate inlets in the appropriate curb lines as many of the existing inlets are located behind the curb. Old manholes and catch basins will be upgraded or replaced. Most of the main line storm sewer pipe will remain, but some catch basin leads will be replaced.

Sanitary Sewer System Improvements:

The sanitary sewer system improvements are relatively minor and include replacement of all sanitary sewer castings. The majority of the sanitary sewer was lined previously.

Water System Improvements:

The water system is owned and operated by St. Paul Regional Water Services (SPRWS). They have no planned improvements at this time.

Idaho/Iowa Alleyway Improvements:

The improvements consist of re-grading a portion of the alleyway, lowering the existing catch basin and adjusting the elevation profile of the alleyway. The

	<p>portion of the alleyway where the profile is adjusted will be repaved. The rest of the alleyway would have a 2-inch mill and new pavement overlay to tie the pavement together on the two portions, and minor stormwater improvements on Idaho Avenue/Iowa Avenue alleyway from Pascal Street to Arona Street. Additional stormwater improvements, which would not be funded by property assessments, including new intakes and connections on Pascal Street.</p> <p><u>Pavement Striping:</u> The plan includes refreshing the street striping, which has worn-off over time. Staff has received comment from residents that they do not want striping and that it makes the roadway look like a county or state road where you can drive faster, increasing driver speeds.</p> <p>This roadway has been striped previously so this is not a new improvement, rather, it is bringing the existing paint visibility back up to standards. As proposed, the striping will indicate that the centerline is shifted from the center of the road as there is parking allowed only on one side. The striping would be appropriate as this is a low-density collector roadway with a school. Staff requests direction from the Council whether to keep the paint striping on Garden Avenue in the plan.</p>
Budget Impact	<p>This project has the following financial implications for the City and property owners along the streets being considered for maintenance:</p> <ul style="list-style-type: none"> • Assessments levied in accordance with the City’s assessment policy. • Use of Municipal State Aid (MSA) and street infrastructure funds to pay the City’s portion of the project. • Expenditure of utility fund dollars to pay for repairs needed to the existing utility system.
Attachment(s)	Resolution 23-28
Action(s) Requested	<ul style="list-style-type: none"> • Provide Guidance on Refreshing Roadway Striping on Garden Avenue. • Adopt Resolution Accepting Plans and Specifications and Ordering Advertisement for Bid for the 2023 Pavement Management Project.

**CITY OF FALCON HEIGHTS
COUNCIL RESOLUTION**

March 22, 2023

No. 23-28

**RESOLUTION APPROVING PLANS AND SPECIFICATIONS AND ORDERING
ADVERTISEMENT FOR BIDS FOR THE 2023 PAVEMENT MANAGEMENT
PROJECT**

WHEREAS, pursuant to resolution passed by the City Council November 19, 2022, the City of Roseville Engineering Department has prepared plans and specifications for the 2023 Pavement Management Project, the improvement of the following streets:

- Holton Street, Larpenteur Avenue to Roselawn Avenue
- Albert Street, Ruggles Street to Roselawn Avenue
- Sheldon Street, Ruggles Street to Roselawn Avenue
- Ruggles Street, Holton Street to Hamline Avenue
- Garden Avenue, East Snelling Service Drive to Hamline Avenue
- Idaho Avenue/Iowa Avenue alleyway from Pascal Street to Arona Street

and has presented such plans and specifications to the Council for approval;

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

1. Such plans and specifications, a copy of which is attached hereto and made a part hereof, are hereby approved.
2. The City Administrator shall prepare and cause to be inserted in the *Pioneer Press*, the official newspaper, the City's website, and the eadvert bidding platform, an advertisement for bids upon the making of such improvement under such approved plans and specifications. The advertisement shall be published as required by law, shall specify the work to be done, shall state the date and time that the bids will be received by the City Administrator and City Engineer at which time they will be publicly opened in the Council Chambers of Falcon Heights City Hall by the City Administrator and City Engineer, will then be tabulated, and will subsequently be considered by the Council. No bids will be considered unless sealed and filed with the Administrator and accompanied by a cash deposit, certified check or bid bond payable to the City of Falcon Heights for ten percent (10%) of the amount of such bid.

Moved by:

Approved by: _____

Randy Gustafson
Mayor
March 22, 2023

GUSTAFSON _____ In Favor
LEEHY
MEYER _____ Against
WASSENBERG
WEHYEE

Attested by: _____
Jack Linehan
City Administrator
February 22, 2023

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Meeting Date	March 22, 2023
Agenda Item	Policy Item H4
Attachment	See below
Submitted By	Hannah Lynch Community Development Coordinator

Item	Recommendation to Approve Final Survey for Division of an Existing Lot
Description	<p>The City is in the process of purchasing the northern 15.5 acres of PIN 162923320057 from the University of Minnesota. This land is the home of Community Park, which the City has leased from the U of M since 1973. With the lease expiring in 2024, both parties have interest in the City acquiring the property permanently so that we may rebuild the building at Community Park, which has fallen in to a state of disrepair.</p> <p>To facilitate the sale, the land needs to be subdivided. As outlined in FHMC Sec. 109-26 – Dividing Existing Lots, a public hearing must be held by the Planning Commission after the filing of the preliminary survey.</p> <p>A public hearing was held by the Planning Commission at the February 28, 2023 meeting. Comments and concerns from citizens were regarding the funding and financial impact(s) to taxes for the purchase of the park, property lines, and future plans for the park. City Administrator Jack Linehan was in attendance to answer and address these concerns.</p> <p>After consideration of the comments from citizens at the public hearing and review of the proposed survey, the Planning Commission discussed the proposal. Commissioners agreed the subdivision of the property in order to purchase it is a necessary step to move forward with plans for the park. In addition, in October of 2022, the acquisition of Community Park was resolved by the Planning Commission to be consistent with the City’s Comprehensive Plan. The Commission called for a vote and unanimously agreed to recommend the approval of the subdivision to City Council.</p>
Budget Impact	Purchase is included in 2023 Budget.
Attachment(s)	<ul style="list-style-type: none"> • Resolution 22-49 Finding that the Acquisition and Conveyance of Certain Property by the City of Falcon Heights is in Compliance with the City’s Comprehensive Plan • Community Park Subdivision Application

	<ul style="list-style-type: none"> • Certificate of Survey • Resolution 23-29 Approving the Preliminary and Final Plat of the Community Park Subdivision
Action(s) Requested	Staff requests City Council approve the attached resolution approving the preliminary and final subdivision of the existing lot dividing Community Park and the University of Minnesota farm field in to two separate lots

**CITY OF FALCON HEIGHTS
COUNCIL RESOLUTION**

October 25, 2022

No. 22-49

**RESOLUTION FINDING THAT THE ACQUISITION
AND CONVEYANCE OF CERTAIN PROPERTY BY THE CITY OF
FALCON HEIGHTS IS IN COMPLIANCE WITH
THE CITY'S COMPREHENSIVE PLAN**

WHEREAS, the City of Falcon Heights ("City") is proposing to acquire certain property located at 0 6th St. N., 07th St. N., 2231 6th St. N., all in Falcon Heights, Minnesota, 55113 and consisting of a portion of County Tax Identification No. 16-29-23-32-0057 ("Property") for the continued use as a community park; and

WHEREAS, the acquisition of the Property has been submitted to the Planning Commission for its review and issuance of a written report of its finding pursuant to Minn. Stat. § 462.356, subd. 2; and

WHEREAS, the Planning Commission has reviewed the proposed acquisition of the Property as it relates to the City's comprehensive plan.

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of Falcon Heights that the City acquisition of the Property is found to be consistent with the City's Comprehensive Plan.

Approved this 25 day of October 25, 2022 by the Planning Commission of the City of Falcon Heights.

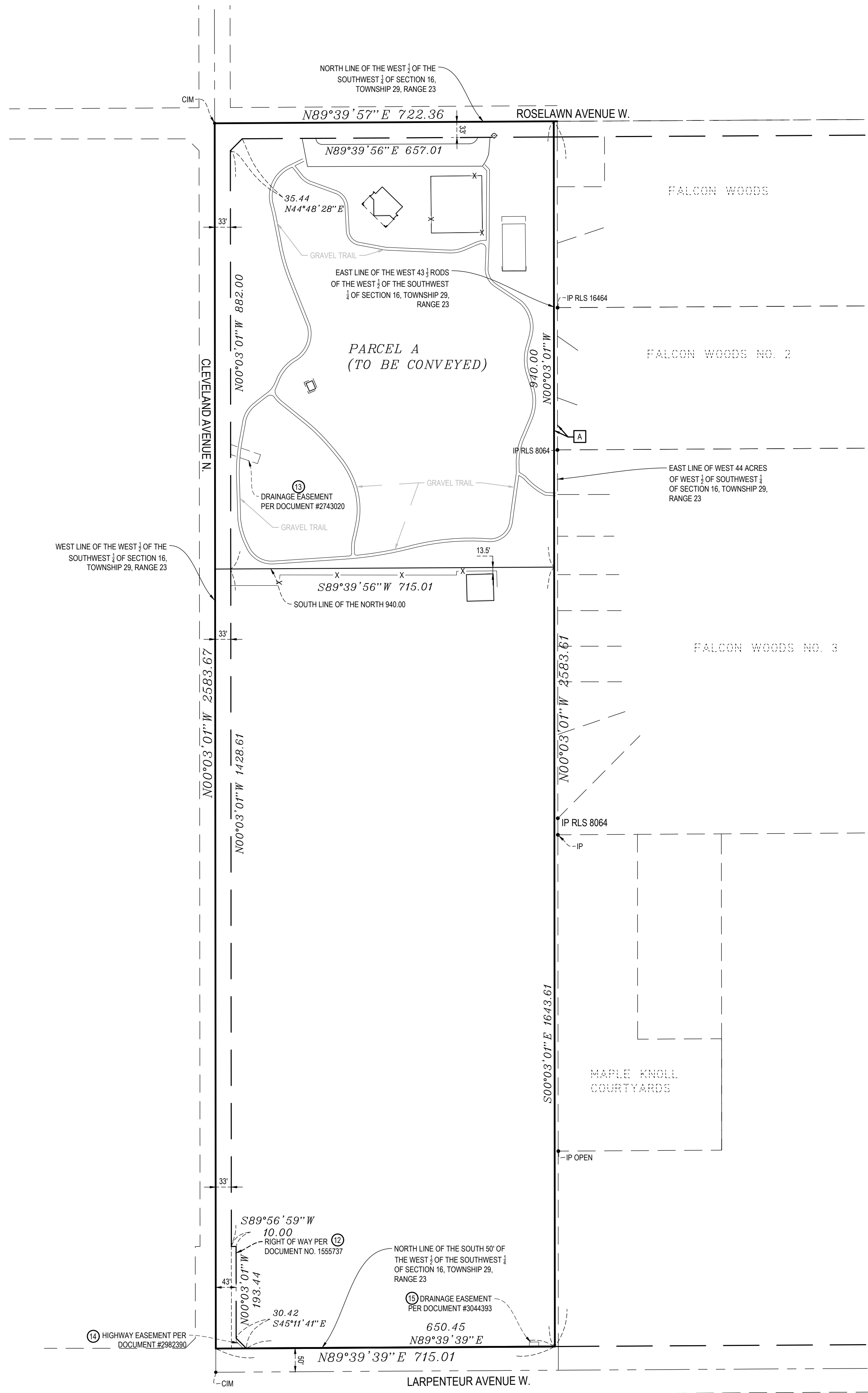
Moved by:

Approved by: _____

Scott Wilson
Chair, Planning Commission

Attested by: _____

Kevin Shay
Consultant Planner



SUBJECT PROPERTY

The West Forty three and 1/3 rods of the West half of the Southwest Quarter of Section Sixteen (16) of Township Twenty-nine (29), Range Twenty-three (23), lying northerly of the South 50 feet, Ramsey County, Minnesota.

Note: The Commitment description covers more property than what will be conveyed. See below for the proposed property to be conveyed.

Abstract Property

PROPERTY TO BE CONVEYED (PROPOSED PARCEL A)

The North 940.00 feet of the West Forty three and 1/3 rods of the West half of the Southwest Quarter of Section Sixteen (16) of Township Twenty-nine (29), Range Twenty-three (23), Ramsey County, Minnesota.

Commitment for Title Insurance, Commitment No. 672421, with a commitment date of January 6, 2023, by Stewart Title Guaranty Company, furnished us for the subject property.

NOTES RE: SCHEDULE B - PART 2 EXCEPTIONS

- 1.) There are no survey related issues in this exception.
- 2.) Rights or claims of parties in possession not shown by the public records.
- 3.) Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. None observed.
- 4.) Easements or claims of easements not shown by the public records. None observed.
- 5-11.) There are no survey related issues in these exceptions.
- 12.) Final Certificate in favor of The County of Ramsey dated June 14, 1961, filed January 26, 1962 in Book 1775, page 591 as Document Number 1555737. The Right of Way is shown, however, it does not affect the property to be conveyed.
- 13.) Easements in favor of Ramsey County dated May 11, 1993, filed August 17, 1993 as Document Number 2743020. The easement is shown.
- 14.) Highway Easement in favor of the County of Ramsey dated January 22, 1997, filed March 7, 1997 as Document Number 2982390. The easement is shown.
- 15.) Permanent Drainage Easement in favor of the County of Ramsey dated February 18, 1998, filed March 11, 1998 as Document Number 3044393. The Easement is shown, however, it does not affect the property to be conveyed.
- 16.) There are no survey matters in this exception.
- 17.) Subject to Roselawn Avenue, Cleveland Avenue and Larpeur Avenue as shown on available maps. The streets are shown.
- 18-19.) There are no survey matters in these exceptions.

NOTES RE: ITEMS IN 'TABLE A'

Note: the survey was done under winter conditions, we can not guarantee the all improvements were located.

- 1.) Monuments are shown as found or set at the corners of the boundary of the property.
- 2.) The subject property address is 2050 Roselawn Ave. W., Falcon Heights, MN 55108, a public street and has direct access.
- 3.) The subject property within Flood Zone X, areas determined to be outside the 0.2% annual chance floodplain, according to the FIRI, Flood Insurance Rate Maps, Community-Panel No. 27053C0352F, effective date November 4, 2016.
- 4.) The area of the subject property to be conveyed is 672.101 sq. ft. and 15.43 acres.
- 5.) Vertical Relief per Mn Lidar and benchmarks are shown.
- 6.) (a) If set forth in a zoning report or letter provided to the surveyor by the client. None provided.
- 7.) (a) The exterior building dimensions are shown.
- 8.) Substantial features observed in the process of conducting the fieldwork are shown.
- 9.) Striped parking spaces are very faded and un-countable.
- 11.) Utilities shown are per a combination of the following:
a.) Visual evidence
- Note to the client, insurer, and lender - With regard to Table A, Item 11, source of information from plans and markings will be combined with observed evidence of utilities pursuant to Section 5.E. iv. to develop a view of the underground utilities. However, lacking excavation, the exact location of underground features cannot be accurately, completely, and reliably depicted. In addition, in some jurisdictions, 811 or other similar utility locate requests from surveyors may be ignored or result in an incomplete response, in which case the surveyor shall note on the plat or map how this affected the surveyor's assessment of the location of the utilities. Where additional or more detailed information is required, the client is advised that excavation and/or a private utility locate request may be necessary.
- 14.) The distance to the nearest intersecting street is shown.
- 16.) There was no evidence of recent earth moving observed.
- 18.) Plottable easements listed in the title policy are shown hereon.

To: University of Minnesota, City of Falcon Heights and Stewart Title Guaranty Company.

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 5, 6(a), 7(a), 8, 9, 11(a), 13, 14, 16 and 18 of Table A thereof. The field work was completed on March 17, 2023.

Date of Map or Plat: March 21, 2023.

LANDFORM PROFESSIONAL SERVICES

Larry Huhn
Larry Huhn, Land Surveyor
Minnesota License No. 24332



SITE SYMBOLS/LEGEND

EXISTING	DESCRIPTION
	BUILDING
	SCHEDULE B, PART II REFERENCE
	DESCRIPTION BEARING CALL FROM DOCUMENTS
	FENCING

SITE SYMBOLS/LEGEND

- Denotes 1/2 inch by 14 inch iron pipe monument to be set and marked by License No. 24332.
- Denotes 1/2 inch iron pipe monument found.
- ▲ Denotes Right of Way monument found.

DEVELOPER

CITY OF FALCON HEIGHTS
2077 LARPEUR AVE W
FALCON HEIGHTS, MN 55113
TEL: (651)-792-7800

MUNICIPALITY

PROJECT

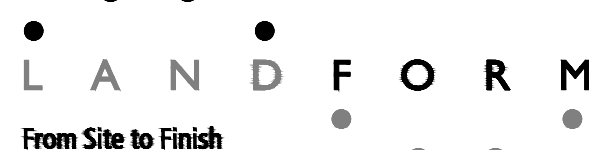
**COMMUNITY PARK
PROPERTY SPLIT
FALCON HEIGHTS, MN**

CERTIFICATION

IF THE SIGNATURE, SEAL OR FOUR LINES DIRECTLY ABOVE ARE NOT VISIBLE, THIS SHEET HAS BEEN REPRODUCED BEYOND INTENDED REACHABILITY AND IS NO LONGER A VALID DOCUMENT. PLEASE CONTACT THE ENGINEER TO REQUEST ADDITIONAL DOCUMENTS.

REVISION HISTORY

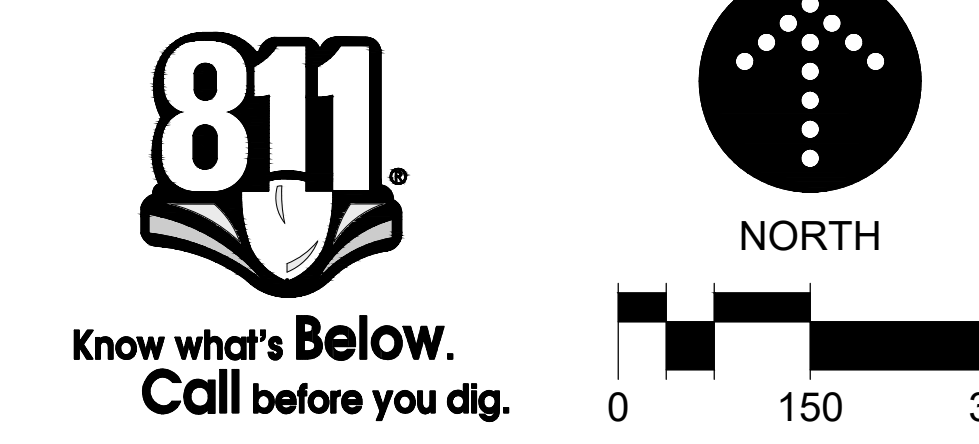
DATE	REVISION	REVIEW
22 MAR 2023	ALTA	LH



105 South Fifth Avenue Tel: 612-252-9070
Suite 513 Fax: 612-252-9077
Minneapolis, MN 55401 Web: landform.net

FILE NAME: VALTCFH003
PROJECT NO.: CFH23003

**ALTA/NSPS
LAND TITLE SURVEY**



**CITY OF FALCON HEIGHTS
COUNCIL RESOLUTION**

March 22, 2023

No. 23-29

**RESOLUTION APPROVING THE PRELIMINARY AND FINAL SUBDIVISION OF AN
EXISTING LOT - 2050 ROSELAWN AVENUE**

WHEREAS, the City of Falcon Heights is the process of purchasing the northern 15.5 acres of PIN 162923320057 from the University of Minnesota; and

WHEREAS, in order to facilitate the sale of the land, the northern 15.5 acres of the property need to be subdivided from the main parcel of land; and

WHEREAS, on February 28, 2023 the Planning Commission conducted a public hearing on the proposed subdivision, preceded by published and mailed notice; and

WHEREAS, following the close of the hearing, the Planning Commission unanimously voted to approve the subdivision and recommend it to City Council;

WHEREAS, the City Council of the City of Falcon Heights has reviewed the ALTA plat of the proposed subdivision including the application and updated legal description of the property;

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

1. Approval of the subdivision of PIN 162923320057 according to ALTA plat submitted by Landform Professional Services, LLC.

ADOPTED by the Falcon Heights City Council this 22nd day of March, 2023.

Moved by:

Approved by: _____
Randall C. Gustafson
Mayor

GUSTAFSON ___ In Favor
MEYER
LEEHY ___ Against
WASSENBERG
WEHYEE

Attested by: _____
Jack Linehan
City Administrator

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