

CITY OF FALCON HEIGHTS
Regular Meeting of the City Council
City Hall
2077 West Larpenteur Avenue
AGENDA
January 24, 2024 at 7:00 P.M.

A. CALL TO ORDER:

B. ROLL CALL: GUSTAFSON____ LEEHY____ MEYER ____

WASSENBERG ____ MIELKE____

STAFF PRESENT: LINEHAN____

C. APPROVAL OF AGENDA

D. PRESENTATION

E. APPROVAL OF MINUTES:

1. December 27, 2023 City Council Regular Meeting Minutes
2. January 3, 2024 City Council Workshop Meeting Minutes - Joint Meeting

F. PUBLIC HEARINGS:

G. CONSENT AGENDA:

1. General Disbursements through 01/19/24: \$52,138.13
Payroll through 01/15/24: \$24,214.86
Wire Payments through 01/15/24: \$15,387.39
2. Approval of City License(s)
3. Resignation of Stephanie Skarolid from the Environment Commission

H. POLICY ITEMS:

1. Consideration of a Contract with the Ramsey County Sheriff's Office for 2024

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

MINUTES
December 27, 2023 at 7:00 P.M.

- A. CALL TO ORDER: 7:05 PM
- B. ROLL CALL: GUSTAFSON_X_ LEEHY_X_ MEYER_X_
WASSENBERG_X_ WEHYEE__

STAFF PRESENT: LINEHAN_X_

- C. APPROVAL OF AGENDA

Councilmember Leehy motions to approve the agenda; approved 4-0

- D. PRESENTATION

1. Receiving the Feasibility Report and Ordering Public Hearing for the 2024 Roselawn Avenue Resurfacing Project

Administrator Linehan provides a brief overview of the project that will be in partnership with the City of Roseville as Roselawn is shared between the two municipalities. Roselawn Ave. between Snelling and Larpenteur will be resurfaced. There are no proposed changes for the layout. The proposed improvements are to mill existing pavement, repave 2" new asphalt, curb and gutter spot replacement and minimal stormwater improvements that are not assessed. Apart from Roseville, Falcon Heights will also be partnering with MnDOT, St. Paul Regional Water Services and Capitol Region & Rice Creek Watershed Districts. The estimated cost of the project is \$98,000, which includes contingency and engineering costs. Administrator Linehan is hopeful the cost will come down, once final bids are received. The funding will be come from the following sources: \$30,000 from assessments, \$32,000 from the street fund, \$32,000 from municipal state aid and \$4,000 from the storm sewer fund. According to Falcon Heights' assessment policy, adopted in 2007, all parcels are residential lots and assessed 40% of the improvement cost for streets. The streets are assessed by the front footage of each lot. Residential corner lots are assessed 100% for the long side, 0% for the short side. In total, there are 13 parcels on the assessment roll and the total frontage is 1,886 feet. The estimated assessment rate is \$19.94/ft. The average residential assessment will be \$2,532.38. The assessment hearing will most likely take place in fall of 2024, after the project has been completed. Residents will have the opportunity to pay in part or in full. Payment is interest-free within 30 days after the hearing. After the pre-payment period, the assessment will be added to property tax rolls and it will include interest. There is a hardship deferral program available. Administrator Linehan provides the project timeline, which is subject to change.

Councilmember Wassenberg wonders if residents will be notified of a preliminary assessment.

Administrator Linehan answers Roseville will notify the paper and mail out preliminary assessment letter to residents.

Councilmember Meyer wonders if the project will be completed before the start of the State Fair.

Administrator Linehan answers they encourage contractors to complete the project before the start of the State Fair. There is also the possibility to do the construction after the State Fair. He is confident it will be a quick project.

Mayor Gustafson states the public hearing will be on January 10, 2024 at Falcon heights City Hall at 7:00 PM.

Councilmember Wassenberg motions to approve Resolution 23-81 Resolution Receiving The 2024 Pavement Management Project Rv 24-04 Feasibility Report and Ordering Public Hearing for Improvement; approved 4-0

E. APPROVAL OF MINUTES:

1. November 29, 2023 City Council Regular Meeting Minutes
2. December 6, 2023 City Council Workshop Meeting Minutes

Councilmember Leehy motions to approve the minutes; approved 4-0

F. PUBLIC HEARINGS:

G. CONSENT AGENDA:

1. General Disbursements through: 12/20/23 \$337,021.35
Payroll through: 12/15/23 \$20,574.09
Wire Payments through: 12/15/23 \$13,535.08
2. Approval of City License(s)
3. 2024 Animal Impound Services Contract
4. Acceptance of Donation from Falcon Heights / Lauderdale Lions Club
5. Job Reclassification from Assistant to the City Administrator to Administrative Services Director / Deputy City Clerk
6. Promotion of Kelly Nelson to Administrative Services Director/Deputy Clerk
7. Appointment of John Larkin to the Saint Paul Board of Water Commissioners
8. 2023 Year-End Budget Adjustments
9. General Fund Transfer(s)

Councilmember Meyer motions to approve the Consent Agenda; approved 4-0

Councilmember Leehy extends gratitude to the Falcon Heights / Lauderdale Lions Club for volunteering and their contributions to Falcon Heights.

Councilmember Wassenberg thanks John Larkin for continuing his many years of service to Falcon Heights by serving on the Saint Paul Board of Water Commissioners.

Mayor Gustafson thanks Kelly Nelson for her work and dedication to the City of Falcon Heights.

Administrator Linehan comments that the City has a good partnership with the Animal Humane Society for the 2024 Animal Impound Services Contract. He also thanks the Lions Club for their donation. Linehan echoes the Mayors comments and states the promotion of Kelly is an improvement for the organization, allows for flexibility as well as some of the day-to-day operations to be overseen by this new position instead of by the City Administrator. Lastly, the general fund transfer is a \$400,000 transfer to the Parks fund designated for the Community Park reconstruction.

H: POLICY ITEMS:

1. 2024 Fee Schedule

Mayor Gustafson explains that the City Council reviews the City fee schedule annually.

Administrator Linehan adds that in 2022, the City moved from a fee schedule resolution to a fee schedule ordinance at the advice of the City Attorney. There are no major changes to the fee schedule apart from an increase in sanitary sewer rates, storm drainage rates and recycling fees. Included in the proposed fee schedule is an increase in fees for Sanitary Sewer, increasing the residential and apartment unit rate from \$37.00 to \$37.75 per quarter, plus, increasing the cubic foot of water fee from \$0.0242687 to \$0.0247784. The proposed fee for Storm Drainage includes an increase from \$27.50 to \$28.25 per quarter (\$0.25 per month). The proposed fee schedule also includes an increase in fees for Recycling from \$12.75 to \$14.25 per quarter for residential units. This rate increase equals the rate increase from Tennis Sanitation in our 2023-2025 recycling services contract. Lastly, he explains some fee increases require a public hearing under state statute. Our annual utility rates do not.

Councilmember Wassenberg comments these are very reasonable increases and that residents of Falcon Heights are very conscious of recycling.

Councilmember Leehy motions to approve Ordinance and Summary Ordinance 23-09 An Ordinance Amending the Fee/Rate Schedule for The City of Falcon Heights Relative To 2024 Water & Sewer Rates, and 2024 Recycling Rates; approved 4-0

2. Law Enforcement Contract Update

Administrator Linehan states that Falcon Heights is working closely with the Ramsey County Sheriff's Office (RCSO) on a contract and for coverage continuation in 2024. Both RCSO and Ramsey County are working towards approval of an updated contract. Once a finalized version is available, it will be presented to the Falcon Heights City Council and to the Ramsey County Board for both of their approvals. Starting January 1st, the RCSO plans to continue coverage under the new rate for deputies on overtime to cover the City of Falcon Heights until a new contract is formally approved. Residents and businesses will not notice any difference or change in services provided. Administrator Linehan adds that the City of Falcon Heights will continue to look for a new partner.

I. INFORMATION/ ANNOUNCEMENTS:

Councilmember Meyer recommends residents visit the Bell Museum. He says that his most recent visit with his dad was excellent. Secondly, he thanks Councilmember Wehyee for his 4 years of service on the City Council.

Councilmember Leehy wishes everyone Happy Holidays and alerts residents of the speed limit change from 40 MPH to 35 MPH on Larpenteur Ave. Ramsey County had approved this months ago, but the signs were update recently. She also congratulates Spire Credit Union and Hiway Credit union on their merger to Blaze Credit Union.

Councilmember Wassenberg thanks Councilmember Wehyee for his service. He encourages residents to sign up for a Home Energy Audit to help make their home more energy efficient. It is a great value and partially paid for by the City.

Mayor Gustafson thanks Councilmember Wehyee for his 4 years of service. He will also be attending a League of Minnesota Cities training session in February. He reminds residents to stay safe around the holidays.

Administrator Linehan announces that with the lack of snowfall, Public Works has been trimming boulevard trees in the Northome neighborhood. The rink and warming house at Curtiss Field are ready for when the temperatures drop. He thanks Councilmember Wehyee for his 4 years of service. Administrator Linehan continues by saying that the City will be looking for a NineNorth board member. This can be a Councilmember or resident. The current board member, Sue Majerus, is not renewing her term after 8 years of service. NineNorth is the City's and 8 other communities' cable service provider. The Community Engagement Commission will have their next meeting on Monday, January 29. The Parks and Recreation Commission will have a joint workshop meeting with the City Council on Wednesday, January 3 where they will discuss concept plans and next steps for the Community Park reconstruction. The Environment Commission will meet on Monday, January 8 and they will be looking for residents to join the Energy Action Team, a program by Partners in Energy. The Planning Commission will meet on Tuesday, January 23 and they are seeking residents to get involved in focus groups as part of the Larpenteur and Snelling Corridor Study. City Staff is getting ready for AARP Tax appointments. Lastly, Fredi Ponce Parra, the Administrative and Inclusions Intern, is back for a couple of weeks during his winter break.

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: 7:55 PM

Councilmember Leehy motions to adjourn the meeting; approved 4-0

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CITY OF FALCON HEIGHTS
City Council Workshop
Joint Meeting with
Parks & Recreation Commission
City Hall
2077 West Larpenteur
Avenue

MINUTES
January 3, 2024
6:30 P.M.

- A. CALL TO ORDER: 6:39 p.m.
- B. ROLL CALL: GUSTAFSON__X__ LEEHY__X__ (arrived just after roll call)
MEYER__X__ WASSENBERG__X__

COUNCIL-ELECT PRESENT: MIELKE__X__

STAFF PRESENT: LINEHAN__X__ NELSON__X__

- C. POLICY ITEMS:
 - 1. Community Park Renovation

Linehan introduces Bob Slipka from WSB (project manager), and Haley Koesters and Matt Lynse of HCM Architects.

Bob Slipka says he looked at Concept 3 from the layouts initially presented, which was the preferred concept, and then gave three updated variations of that. He explains that the immediate needs expressed were that the building, parking lot, and playground would be addressed. In Concept 1, he points out the play area is small to medium in size and would be relocated closer to the building. The tennis court would not be touched. The baseline cost is \$3 to \$3.5 million. The basketball court would be repaved and restriped in its existing location. The four add-on items listed as Bid Alternates (small shelter, large shelter, splash pad and basketball improvements) make Concept 1 an all-in cost of around 4.4 million dollars.

Concept 2: Most of the main pieces are staying the way that they are. The splash pad and play container are enlarged in this concept so the price increases. The parking lot and building are the same size as in Concept 1.

Concept 3: This concept adds a skating area to the project. Although not refrigerated, the pad would extend the life of the ice.

Lundell says that she likes all of the park layouts but suggests taking into

consideration the walking paths near/around the playground for dog walkers so that they do not have to pass through but can walk around.

Haley Koesters of HCM Architects adds that the ice rink currently at Curtiss Field could be something added onto the Flex Lawn space in either Concept 1 or Concept 2.

Leehy asks if it is known where the water source would be in relation to the Community Gardens or for flooding the rink.

Slipka says that water improvements would be done as part of the building construction but it wouldn't be difficult to add a hydrant in.

Bradbury says he loves the multipurpose splash pad and ice rink in Concept 3 but wants to confirm that both can share that space. He adds that we would likely run into the same problem we run into at Curtiss, which is the challenge to keep the ice.

Linehan shares that putting a liner on the tennis court and flooding it to avoid paving additional space was also an earlier consideration.

Slipka says that they have budgeted for rubberizing the entire play area as inclusivity has come up multiple times.

Faust asks Bob if he can speak to the cost of the splash pad / ice rink combo presented in Concept 3.

Slipka says it's budgeted to be a splash pad as well so the slab isn't the same. If you have to figure out cutting costs, we may have to do the splash pad at a later date.

Leehy wonders what a comfortable capacity of play is for the splash pads in Concept 1, 2 and 3.

Slipka says that with 1,000 square feet, that would equate about 15 people. He mentions that he's done systems with interacting ground-level play as well (locks and dams).

Faust says that we keep talking about a splash pad and wonders if we have data from the public that is in favor of having a splash pad.

Mielke says that from the survey data, a splash pad was the most suggested amenity.

Bradbury suggests there may have been a bit of bias since every layout shown to the public included one in the initial drawings.

Mielke says that we have no feedback about an ice rink because that was not shown in any images previously.

Meyer says that from an informal Facebook post he made, a playground was the most popular, followed by a splash pad.

Leehy asks if Meyer's Facebook post came before or after the City's survey, once layouts were shown with possible amenities included in drawings.

Meyer says the Facebook post was approximately a week prior to the City's survey being published.

Bradbury wants to build for future use and not just the now. He wants to ensure that we can afford the upkeep so that amenities don't fall into disarray.

Slipka says that it's important to have foresight. Using Concept 1 as an example, maybe the playground is done now and a splash pad is added later. He goes on to say that there are regulations that mandate the distance a restroom can be from a splash pad. So, that has been taken into consideration when laying the park amenities out.

Wassenberg says it makes sense to prioritize the amenities and determine affordability.

Bradbury says that is how the previous Parks and Recreation meeting ended. The commission wanted the building, playground and parking lot to be a priority. He adds that if you look at Concept 3 and retain the green space now for a future ice rink, you could maybe add a skating loop to connect the tennis court to the playground area, etc.

Linehan asks Bob Slipka to comment on whether anyone in Minnesota has a splash pad within the skating area (multipurpose area). The inspiration photos the City had seen were from areas outside of the state.

Slipka says that Coon Rapids has a rink that has piping in it but they didn't invest in the chiller for it. Faribault is doing a skating loop right now but it's not going to be a fountain or splash pad.

Lundell says she likes a skating loop but it's not conducive to playing games on other than racing.

Bradbury says he wouldn't solely do a loop; he'd retain space to add a loop in to a future expansion.

Wassenberg would like to see the City use a liner to extend ice use.

Koesters suggests trying out the rink that is currently at Curtiss Field over at Community Park in the interim.

Meyer asks what the plan is for the tennis courts.

Slipka said that there are no plans to touch the tennis courts.

Bradbury and Leehy comment that adding lights and a backboard to the tennis courts would be nice.

Leehy asks for confirmation that we used to have separate rinks at Curtiss Field to separate hockey players from pleasure skaters.

Bradbury confirms this.

Mielke comments on the baseball field. The Parks and Recreation Commission had opted just to leave it for now. A future renovation phase could take a look at that space and how best to use it.

Yager feels Concept 3 might be the best bet for phasing in amenities. But, he wonders if there are any savings to doing certain projects at the same time as another.

Slipka says that overall, not really.

Wassenberg says we should consider what we can do now and then think about what we might do if we have or receive additional funding.

Mielke asks if there is a way to price out what it would cost to put a liner on the tennis court and use that as an ice rink.

Lundell wonders what the wear and tear on the tennis court would be.

Meyer says that pickleball is probably twice as popular as tennis. Is there a way to have it?

Lundell mentions how the neighbors in Falcon Woods were concerned about the noise. But, that was also coming from an earlier concept, when that court was positioned near their backyards.

Bradbury says if you were to stripe one part of the tennis court, the noise level wouldn't be the same as having multiple pickleball courts.

Wassenberg says that we can decide that at a later date.

Meyer asks commissioners and the Council to consider the placement of a band at an event like the City's Ice Cream Social. Where would we do that?

Wassenberg would like to touch on how we heat and cool the building.

Matt Lynse of HCM Architects says they have started talking to their engineers. He shares that the State of MN has allowed heat exchangers in the water table and they're way more efficient. He estimates 4 to 6 wells needed and in the \$70,000 to \$100,000 range.

Mielke asks for an update on the size of the building, wondering if the building is not being reduced in size, as it still appears large in the current images.

Lynse says the square footage has been reduced from an earlier plan of 2,900 to approximately 2,500 square feet.

Lynse asks the Council and Parks and Recreation Commissioners if they want the Community Room to face out into the park or onto Roselawn. The consensus is for it to face out into the park.

Lynse then walks the Council and Commission through two floor plans for the building. The main difference is the roof slope. Lynse explains that one of them is more favorable for solar, although the picnic shelter area would still provide an area for solar panels.

Leehy asks if there would be grills located under the picnic shelter.

Lynse suggests not having them under the shelter. Instead, there would be counters to place Crockpots instead.

Linehan shares that the smaller picnic area will need to be removed and replaced to allow for the parking lot construction. The idea would be to add grills in that area.

Leehy asks about standing snow on the roofline.

Lynse says that the roof has a 4 -12 pitch and it's a proven technology. It would have ice and water shield and 30-year shingles.

Lundell asks if the Flex Room could swap locations with the Storage Room so that the Flex Room has a view of the playground AND the Community Room is south-facing into the park.

Faust asks Matt, of HCM Architects, for his preferences.

Lynse thinks the Community Room should face the park. He likes the first and third rooflines shown.

Slipka says that depending on the size of the splash pad, some park buildings house mechanics in a building and some have an exterior box.

Gustafson asks if the splash pad water could be captured and reused for the Community Garden.

Slipka says that would be a flow through system but you could have a 1,000-gallon underground tank to capture water for the gardens. He adds that with regular maintenance, you can get about 20 years out of a splash pad.

Linehan asks if there's a point where we might get close to triggering the need for stormwater.

Slipka says he doesn't have an answer right now but conversations have been started. He shares that the larger the splash pad, the more likely.

Linehan reminds the group that these are all ideas on paper. If you like a circular splash pad but Concept 3's playground size, that's moveable and changeable.

Linehan goes on to share that the Council has agreed to budget \$3.5 million. \$2 million will be paid in cash with \$1.5 million in rebate bonds. The debt service of 20 years would be manageable and residents would likely feel a minimal tax increase with it.

The two wild cards are that we have requested one million dollars for bonding in 2024, but we likely wouldn't find out until July. The second part of that is that the City will apply for a \$350,000 DNR grant (funds would be 100% matched by the City). We will apply for that again this March. The possibility would be to fund a future phase item from that.

Faust asks for confirmation that the idea would be to ask HCM and WSB to keep placeholder spots in the park for future buildouts as dollars are awarded in the form of bonding and/or grants.

Linehan confirms this.

Wassenberg suggests we confirm what the fixed items are. Then, to determine the size of the variable items and then rank those by preference.

Yager says that the best-case scenario is that you get 10 weeks or so of skating with a concrete pad. He wonders if we want to retain green space and have a more temporary skating area instead.

Linehan says he would like the Council and Parks Commission to get down to two concepts instead of three.

Wassenberg points out that there are two flex lawn areas in Concept 2 from WSB.

The Commission and Council favor Concept 2 of the park layout, with modifications. They would like to reduce the size of the splash pad shown.

Faust says that we had a lot of good discussion on the multi-use plaza. Do we want

to get a bid on the multi-use or just the splash pad?

Meyer said he's in favor of pricing out just a splash pad since we have a great ice rink nearby in Roseville.

Leehy asks if we want the large shelter orientated like it's shown in Concept 1 or in Concept 2?

Wassenberg says Concept 2.

Linehan says we are essentially merging Concepts 1 and 2. Looking at Concept 1, if we shrink the shelter's width and reorient it, increase the playground's square footage up to potentially 7,500 square feet, and shrink the distance between the building and the shelter, the result is a merging of Concepts 1 and 2.

Wassenberg adds that in order to keep the functionality of the large picnic structure, it might be helpful to keep the length of the building to create the walkway.

ADJOURNMENT: 9:26 p.m.

Councilmember Wassenberg motions to adjourn the meeting; approved 4-0.

Dated this 3rd day of January, 2024

Randall C. Gustafson, Mayor

Jack Linehan, City Administrator

DISCLAIMER: City Council Workshops are held monthly as an opportunity for Council Members to discuss policy topics in greater detail prior to a formal meeting where a public hearing may be held and/or action may be taken. Members of the public that would like to make a comment or ask questions about an item on the agenda for an upcoming workshop should send them to mail@falconheights.org prior to the meeting. Alternatively, time is regularly allotted for public comment during Regular City Council Meetings (typically 2nd and 4th Wednesdays) during the Community Forum.

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PACKET: 02993 JAN 12TH PAYABALES
 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
=====						
01-00255		AMERICAN OFFICE PRODUCTS				
I-7022		BUSINESS CARDS: NEW COUNCIL	157.00			
1/12/2024	APBNK	DUE: 1/12/2024 DISC: 1/12/2024		1099: N		
		BUSINESS CARDS: NEW COUNCIL M		101 20200-000	ACCOUNTS PAYABLE	157.00
		=== VENDOR TOTALS ===	157.00			
=====						
01-03001		CAMPBELL KNOTSON				
I-314		LEGAL MATTERS DEC	1,213.40			
1/12/2024	APBNK	DUE: 1/12/2024 DISC: 1/12/2024		1099: Y		
		GENERAL LEGALS DEC		101 20200-000	ACCOUNTS PAYABLE	735.20
		AMBER FLATS LEGALS DEC		101 20200-000	ACCOUNTS PAYABLE	270.00
		MOLNAU LEGAL MATTERS DEC		426 20200-000	ACCOUNTS PAYABLE	208.20
		=== VENDOR TOTALS ===	1,213.40			
=====						
01-06112		PIONEER PRESS				
I-1223572540		LEGALS DEC	109.18			
1/12/2024	APBNK	DUE: 1/12/2024 DISC: 1/12/2024		1099: N		
		LEGALS DEC		101 20200-000	ACCOUNTS PAYABLE	109.18
		=== VENDOR TOTALS ===	109.18			
=====						
01-06184		RAMSEY COUNTY - POLICE AND 911				
I-EMCOM 011395		CAD SVCS DEC	368.76			
1/12/2024	APBNK	DUE: 1/12/2024 DISC: 1/12/2024		1099: N		
		CAD SVCS DEC		101 20200-000	ACCOUNTS PAYABLE	368.76
I-EMCOM 011411		911 DISPATCH DEC	2,268.88			
1/12/2024	APBNK	DUE: 1/12/2024 DISC: 1/12/2024		1099: N		
		911 DISPATCH DEC		101 20200-000	ACCOUNTS PAYABLE	2,268.88
		=== VENDOR TOTALS ===	2,637.64			
		=== PACKET TOTALS ===	4,117.22			

PACKET: 02995 January 17 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
01-11 CENTER FOR ENERGY AND ENVIRONM						
I-23909		Home Energy Squad Visits	450.00			
1/17/2024	APBNK	DUE: 1/17/2024 DISC: 1/17/2024		1099: N		
		Home Energy Squad Visits		101 20200-000	ACCOUNTS PAYABLE	450.00
=== VENDOR TOTALS ===			450.00			
01-04000 EHLERS AND ASSOCIATES						
I-96375		Review TIF Calc & Prep Paymen	600.00			
1/17/2024	APBNK	DUE: 1/17/2024 DISC: 1/17/2024		1099: N		
		Review TIF Calc & Prep Payment		414 20200-000	ACCOUNTS PAYABLE	300.00
		Review TIF Calc & Prep Payment		415 20200-000	ACCOUNTS PAYABLE	300.00
=== VENDOR TOTALS ===			600.00			
01-07898 WSB						
I-R-023472-000-4		Snelling Larp Corridor Study	1,353.75			
1/17/2024	APBNK	DUE: 1/17/2024 DISC: 1/17/2024		1099: N		
		Snelling Larp Corridor Study		101 20200-000	ACCOUNTS PAYABLE	1,353.75
=== VENDOR TOTALS ===			1,353.75			
01-05870 XCEL ENERGY						
I-202401178735		Elect	3,861.10			
1/17/2024	APBNK	DUE: 1/17/2024 DISC: 1/17/2024		1099: N		
		Elect		101 20200-000	ACCOUNTS PAYABLE	32.80
		Elect		101 20200-000	ACCOUNTS PAYABLE	609.69
		Gas		101 20200-000	ACCOUNTS PAYABLE	728.71
		Elect		101 20200-000	ACCOUNTS PAYABLE	33.58
		Elect		209 20200-000	ACCOUNTS PAYABLE	15.96
		Elect		209 20200-000	ACCOUNTS PAYABLE	2,278.04
		Elect		209 20200-000	ACCOUNTS PAYABLE	15.77
		Elect		209 20200-000	ACCOUNTS PAYABLE	146.55
=== VENDOR TOTALS ===			3,861.10			
=== PACKET TOTALS ===			6,264.85			

PACKET: 02997 January 17 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
01-0010		CENTURY LINK				
I-202401178736		Landline Svc Jan	64.68			
1/17/2024	APBNK	DUE: 1/17/2024 DISC: 1/17/2024		1099: N		
		Landline Svc Jan		101 4141-85011-000	TELEPHONE - LANDLINE	64.68
=== VENDOR TOTALS ===			64.68			
01-05008		HUMANA INSURANCE CO				
I-673999221		Vision Jan	78.21			
1/17/2024	APBNK	DUE: 1/17/2024 DISC: 1/17/2024		1099: N		
		Vision Jan		101 4112-89000-000	MISCELLANEOUS	78.21
=== VENDOR TOTALS ===			78.21			
01-05509		LEAGUE OF MN CITIES				
I-398725		MCMA Annual Conference	499.00			
1/17/2024	APBNK	DUE: 1/17/2024 DISC: 1/17/2024		1099: N		
		MCMA Annual Conference		101 4112-86100-000	CONFERENCES/EDUCATION/AS	499.00
=== VENDOR TOTALS ===			499.00			
01-05856		LINEHAN, JACK				
I-202401178737		MCMA Conference Lodging	399.46			
1/17/2024	APBNK	DUE: 1/17/2024 DISC: 1/17/2024		1099: N		
		MCMA Conference Lodging		101 4112-86100-000	CONFERENCES/EDUCATION/AS	399.46
=== VENDOR TOTALS ===			399.46			
01-00030		OLSON,ROLAND				
I-202401178738		Flex Payment	61.00			
1/17/2024	APBNK	DUE: 1/17/2024 DISC: 1/17/2024		1099: N		
		Flex Payment		101 21712-000	MEDICAL FLEX SAVINGS PAY	50.63
		Flex Payment		601 21712-000	MEDICAL FLEX SAVINGS PAY	9.15
		Flex Payment		602 21712-000	MEDICAL FLEX SAVINGS PAY	1.22
=== VENDOR TOTALS ===			61.00			
01-07194		ZARNOTH BRUSH WORKS				
I-0196620-IN		Sweeper Brooms	444.00			
1/17/2024	APBNK	DUE: 1/17/2024 DISC: 1/17/2024		1099: N		
		Sweeper Brooms		602 4602-83025-000	SWEEPER PARTS/SUPPLIES	444.00
=== VENDOR TOTALS ===			444.00			
=== PACKET TOTALS ===			1,546.35			

PACKET: 02987 JAN 9 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
=====						
01-05166		GRAINGER, W. W., INC.				
I-9945621846		AERATED OUTLET BRASS	3.50			
1/09/2024	APBNK	DUE: 1/09/2024 DISC: 1/09/2024		1099: N		
		AERATED OUTLET BRASS		101 20200-000	ACCOUNTS PAYABLE	3.50

I-9945621853		EYE WASH SALINE CONCENTRATE	105.99			
1/09/2024	APBNK	DUE: 1/09/2024 DISC: 1/09/2024		1099: N		
		EYE WASH SALINE CONCENTRATE		101 20200-000	ACCOUNTS PAYABLE	105.99
=== VENDOR TOTALS ===			109.49			
=====						
01-05886		KELLY & LEMMONS				
I-62195		DEC PROSECUTIONS	2,500.00			
1/09/2024	APBNK	DUE: 1/09/2024 DISC: 1/09/2024		1099: N		
		DEC PROSECUTIONS		101 20200-000	ACCOUNTS PAYABLE	2,500.00
=== VENDOR TOTALS ===			2,500.00			
=====						
01-06002		NINENORTH				
I-023-244		DEC 2 MEETINGS/WEB STREAMING	557.66			
1/09/2024	APBNK	DUE: 1/09/2024 DISC: 1/09/2024		1099: N		
		DEC 2 MEETINGS/WEB STREAMING		101 20200-000	ACCOUNTS PAYABLE	557.66
=== VENDOR TOTALS ===			557.66			
=====						
01-06053		OREILLY AUTO PARTS				
I-3243-411560		OIL	83.93			
1/09/2024	APBNK	DUE: 1/09/2024 DISC: 1/09/2024		1099: N		
		OIL		101 20200-000	ACCOUNTS PAYABLE	83.93

I-3243-411579		RAIN X WASHER FLUID	7.49			
1/09/2024	APBNK	DUE: 1/09/2024 DISC: 1/09/2024		1099: N		
		RAIN X WASHER FLUID		101 20200-000	ACCOUNTS PAYABLE	7.49
=== VENDOR TOTALS ===			91.42			
=== PACKET TOTALS ===			3,258.57			

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
01-110		CENTURY LINK				
I-202401108731		Jan Landlines Sanitary Sewer	75.40			
1/10/2024	AFBNK	DUE: 1/10/2024 DISC: 1/10/2024		1099: N		
		Jan Landlines Sanitary Sewer		601 4601-85011-000	TELEPHONE - LANDLINE	75.40
== VENDOR TOTALS ==			75.40			
01-05175		CONTINENTAL RESEARCH CORPORATI				
I-50645		Rust Prevention Spray	250.00			
1/10/2024	AFBNK	DUE: 1/10/2024 DISC: 1/10/2024		1099: N		
		Rust Prevention Spray		101 4132-70120-000	SUPPLIES	250.00
== VENDOR TOTALS ==			250.00			
01-05519		CRAIG RAPP, LLC				
I-CPG-FCH01.01.24.2		Leadership Development Progra	1,600.00			
1/10/2024	AFBNK	DUE: 1/10/2024 DISC: 1/10/2024		1099: N		
		Leadership Development Program		101 4112-86100-000	CONFERENCES/EDUCATION/AS	1,600.00
== VENDOR TOTALS ==			1,600.00			
01-05509		LEAGUE OF MN CITIES				
I-397532		Stormwater Coalition 2024	730.00			
1/10/2024	AFBNK	DUE: 1/10/2024 DISC: 1/10/2024		1099: N		
		Stormwater Coalition 2024		602 4602-86110-000	MEMBERSHIPS	730.00
== VENDOR TOTALS ==			730.00			
01-05514		METRO CITIES				
I-1724		2024 Dues	2,368.00			
1/10/2024	AFBNK	DUE: 1/10/2024 DISC: 1/10/2024		1099: N		
		2024 Dues		101 4111-86140-000	COMMISSIONS/MEMBERSHIPS/	2,368.00
== VENDOR TOTALS ==			2,368.00			
01-05908		METRO-INET				
I-1674		January IT	4,132.00			
1/10/2024	AFBNK	DUE: 1/10/2024 DISC: 1/10/2024		1099: N		
		January IT		101 4116-85070-000	TECHNICAL SUPPORT	4,132.00
== VENDOR TOTALS ==			4,132.00			

PACKET: 02990 January 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
01-043		MN NCPERS LIFE INSURANCE				
I-458800012024		January Life Insurance	64.00			
1/10/2024	APBNK	DUE: 1/10/2024 DISC: 1/10/2024		1099: N		
		January Life Insurance		101 21709-000	OTHER PAYABLE	39.52
		January Life Insurance		204 21709-000	OTHER PAYABLE	1.60
		January Life Insurance		601 21709-000	OTHER PAYABLE	16.16
		January Life Insurance		602 21709-000	OTHER PAYABLE	6.72
		=== VENDOR TOTALS ===	64.00			
01-05273		MN PUBLIC EMPLOYEES INSURANCE				
I-1352618		February Health Insurance	13,707.06			
1/10/2024	APBNK	DUE: 1/10/2024 DISC: 1/10/2024		1099: N		
		February Health Insurance		101 4112-89000-000	MISCELLANEOUS	13,707.06
		=== VENDOR TOTALS ===	13,707.06			
01-0624		OCCUPATIONAL HEALTH CENTERS OF				
I-103904508		Drug Testing	292.00			
1/10/2024	APBNK	DUE: 1/10/2024 DISC: 1/10/2024		1099: N		
		Drug Testing		101 4132-89000-000	MISCELLANEOUS	292.00
		=== VENDOR TOTALS ===	292.00			
01-06185		RAMSEY COUNTY				
I-PRRRV-002450		1st Qtr Election Contract	5,450.00			
1/10/2024	APBNK	DUE: 1/10/2024 DISC: 1/10/2024		1099: N		
		1st Qtr Election Contract		101 4115-80300-000	ELECTION CONTRACT	5,450.00
		=== VENDOR TOTALS ===	5,450.00			
01-06151		RCLLG				
I-202401108732		RCLLG 2024 Membership Dues	350.00			
1/10/2024	APBNK	DUE: 1/10/2024 DISC: 1/10/2024		1099: N		
		RCLLG 2024 Membership Dues		101 4111-86140-000	COMMISSIONS/MEMBERSHIPS/	350.00
		=== VENDOR TOTALS ===	350.00			

PACKET: 02990 January 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
01-035		ST PAUL REGIONAL WATER SERVICE				
I-202401108733		Automatic Fire Services	200.00			
1/10/2024	APBNK	DUE: 1/10/2024 DISC: 1/10/2024		1099: N		
		Automatic Fire Services Park		204 4204-87120-000	REPAIRS & MAINTENANCE	100.00
		Automatic Fire Services CH		204 4204-87120-000	REPAIRS & MAINTENANCE	100.00
		== VENDOR TOTALS ==	200.00			
01-06548		TOLL - GAS & WELDING SUPPLY				
I-10546355		Welding Supplies	85.26			
1/10/2024	APBNK	DUE: 1/10/2024 DISC: 1/10/2024		1099: N		
		Welding Supplies		101 4131-70110-000	SUPPLIES	85.26
		== VENDOR TOTALS ==	85.26			
01-07233		TUBMAN				
I-2024-1		Cooperative Legal Services	5,000.00			
1/10/2024	APBNK	DUE: 1/10/2024 DISC: 1/10/2024		1099: N		
		Cooperative Legal Services		101 4111-86500-000	COOPERATIVE SERVICE	5,000.00
		== VENDOR TOTALS ==	5,000.00			
		== PACKET TOTALS ==	34,303.72			

PACKET: 02999 January 19 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	185	RAMSEY COUNTY				
I-PUBW-020075		Salt for Roads Nov & Dec	2,365.04			
1/19/2024	APBNK	DUE: 1/19/2024 DISC: 1/19/2024		1099: N		
		Salt for Roads Nov & Dec		101 20200-000	ACCOUNTS PAYABLE	2,365.04
== VENDOR TOTALS ==			2,365.04			
01-05870		XCEL ENERGY				
I-202401198739		Elect	282.38			
1/19/2024	APBNK	DUE: 1/19/2024 DISC: 1/19/2024		1099: N		
		Elect		209 20200-000	ACCOUNTS PAYABLE	4.73
		Elect		209 20200-000	ACCOUNTS PAYABLE	16.96
		Elect		209 20200-000	ACCOUNTS PAYABLE	67.26
		Elect		209 20200-000	ACCOUNTS PAYABLE	134.88
		Elect		209 20200-000	ACCOUNTS PAYABLE	15.96
		Elect		209 20200-000	ACCOUNTS PAYABLE	21.54
		Elect		209 20200-000	ACCOUNTS PAYABLE	21.05
== VENDOR TOTALS ==			282.38			
== PACKET TOTALS ==			2,647.42			

***** DIRECT DEPOSIT LIST *****

PAY PERIOD ENDING 1/15/2024
DIRECT DEPOSIT EFFECTIVE DATE 1/11/2024

EMP #	NAME	AMOUNT
(.006	JACK LINEHAN	2,994.18
01-1027	KELLY A NELSON	2,551.72
01-1029	ELKE VAN DER WERFF	1,779.05
01-1042	FREDI PONCE PARRA	923.24
01-1136	ROLAND O OLSON	3,282.06
01-1162	ALYSSA LANDBERG	1,155.27
01-1028	HANNAH B LYNCH	2,794.05
01-1167	DAVID S SIMONS	2,027.39
01-1168	DEAN T POPE	1,726.88
01-2277	MARK C HOVE	108.61
01-1033	DAVE TRETSVEN	2,065.72
01-1143	COLIN B CALLAHAN	2,806.69
TOTAL PRINTED: 12		24,214.86

1-11-2024 6:31 AM

PAYROLL CHECK REGISTER

PAGE: 1

PAYROLL NO: 01 City of Falcon Heights

PAYROLL DATE: 1/11/2024

*** REGISTER TOTALS ***

REGULAR CHECKS:		
DIRECT DEPOSIT REGULAR CHECKS:	12	24,214.86
MANUAL CHECKS:		
PRINTED MANUAL CHECKS:		
DIRECT DEPOSIT MANUAL CHECKS:		
VOIDED CHECKS:		
NON CHECKS:		
TOTAL CHECKS:	12	24,214.86

*** NO ERRORS FOUND ***

** END OF REPORT **

Payroll Withholdings

Jan 15 payroll

Federal W/h	8,823.83
State W/h	1,530.65
PERA	4,832.91
ICMA	200.00
Child Support	-
	<hr/>
	15,387.39

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Meeting Date	January 10, 2024
Agenda Item	Consent G2
Attachment	N/A
Submitted By	Kelly Nelson, Administrative Services Director/Deputy Clerk

Item	Approval of City License(s)
Description	<p>The following individuals/entities have applied for a <u>Massage Therapy</u> for 2024. Staff have received the necessary documents for licensure.</p> <ol style="list-style-type: none"> Hair Designs Unlimited, Ruth Atherly <p>The following individuals/entities have applied for a <u>Tree Contractors License</u> for 2024. Staff have received the necessary documents for licensure.</p> <ol style="list-style-type: none"> Hugo Tree Care, Inc.
	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	January 24, 2024
Agenda Item	Consent G3
Attachment	Resignation Letter; Resolution 24-08
Submitted By	Hannah Lynch, Community Development Coordinator

Item	Resignation of Stephanie Skarolid from the Environment Commission
Description	Stephanie Skarolid was appointed in 2023 and has been a great addition to the commission. Staff would like to thank Stephanie for her commitment and time while wishing her well in future endeavors.
Budget Impact	N/A
Attachment(s)	<ul style="list-style-type: none"> • Resignation Letter • Resolution 24-08 Resignation of Stephanie Skarolid
Action(s) Requested	Staff recommends approval of Resolution 24-08, accepting the resignation of Stephanie Skarolid from the Environment Commission.

January 9, 2024

Dear Falcon Heights City Council,

I am writing to formally resign from my position on the Environmental Commission, effective 1/9/2024. After careful consideration, I have decided I will not be able to be an effective commissioner in the coming year due to other commitments.

I have enjoyed my time on the commission and appreciate the valuable experiences and insights gained during my tenure. I am grateful for the collaborative efforts of the commission and support of the council. I wish the commission continued success in its endeavors to promote a sustainable and eco-friendly environment.

Thank you for the opportunity to be part of such a dedicated and passionate team.

Sincerely,

Stephanie Skarolid

**CITY OF FALCON HEIGHTS
COUNCIL RESOLUTION**

January 24, 2024

No. 24-08

**RESOLUTION ACCEPTING THE RESIGNATION OF STEPHANIE SKAROLID
FROM THE FALCON HEIGHTS ENVIRONMENT COMMISSION**

WHEREAS, the City appointed Stephanie Skarolid as a member of the City of Falcon Heights Environment Commission in 2023; and

WHEREAS, on January 9, 2024, Ms. Skarolid communicated her intent to resign her duties from the Commission effective immediately;

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

1. That the resignation is accepted by the City Council of the City of Falcon Heights.

Moved by:

Approved by: _____
Randall C. Gustafson
Mayor

GUSTAFSON _____ In Favor
MEYER
LEEHY _____ Against
WASSENBERG
MIELKE

Attested by: _____
Jack Linehan
City Administrator

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ITEM FOR DISCUSSION

Meeting Date	January 24, 2024
Agenda Item	Policy H1
Attachment	Agreement, Resolution
Submitted By	Jack Linehan, City Administrator

Item	Consideration of a Contract with the Ramsey County Sheriff's Office for 2024
Description	<p>The City of Falcon Heights and the Ramsey County Sheriff's Office (RCSO) have been working towards a contract for 2024 since late last year. The updated contract provides coverage for the City of Falcon Heights through 2024. Since January 1st, the RCSO has been providing coverage under the general understanding of the agreement while terms are being finalized.</p> <p>A few of the key changes in the updated contract include:</p> <ul style="list-style-type: none"> • A change in indemnification. Beginning April 1st, the City is required to indemnify the RCSO for any general and professional liability that may arise up-to the City's \$4M annual liability coverage. Any incidents that occur before April 1st are the responsibility of Ramsey County. Claims that exhaust the City's liability cap would then become the financial and defense responsibility of Ramsey County. • The City compensates the RCSO for excess liability as well as auto liability. This is not dissimilar to the cost accounting of the Contract Cities model. This was a compromise to meet Sheriff's requirement that the City provide auto liability as well, which was not feasible based on fleet practices and the League of Minnesota Cities Insurance Trust coverage options. • It highlights that both parties intend not to renew or extend the agreement past December 31st. • In the event the City finds a successor agreement with a new law enforcement agency, the municipality may request in writing to terminate the agreement with a 30-day notice. • Due to the nature of the agreement providing overtime deputies to provide 24/7 coverage, the cost of the agreement is approximately a 30% increase over the 2023 contract. <p>The proposed agreement has been reviewed by the City Attorney, as well as attorneys for the League of Minnesota Cities. Following approval by the City Council, it will be brought to the Ramsey County Board for approval in February.</p>

Budget Impact	The city has funds budgeted for the proposed contract.
Attachment(s)	<ul style="list-style-type: none">• Proposed Law Enforcement Services Agreement• Resolution 24-09
Action(s) Requested	It is recommended that the City Council make a motion to approve Resolution 24-09 to approve the agreement for law enforcement services with the Ramsey County Sheriff's Office and to authorize the City Administrator and Mayor to execute all necessary documents.

**AGREEMENT FOR
LAW ENFORCEMENT SERVICES**

This is an Agreement between the County of Ramsey, through the Ramsey County Sheriff's Office, (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 of January 1, 2024 to December 31, 2024.

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. Driver's license inspections, background checks and license enforcement services as called for under applicable state law and ordinances of the MUNICIPALITY;
 - i. Special event traffic patrol and patrol services for community festivals or other special events;
 - j. Attendance at Public Safety or City Council meetings as requested by the MUNICIPALITY; and
 - k. Animal control.
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.

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.
6. The COUNTY shall furnish and supply all necessary labor, supervision, equipment, and supplies necessary to provide services pursuant to this Agreement. The COUNTY shall be responsible for damages to or loss of its own equipment, including vehicles, and waives the right to pursue any claim against the MUNICIPALITY for any damages to or loss of its equipment.
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 defend, indemnify and hold harmless the MUNICIPALITY against any such claim.
3. [Reserved].
4. The COUNTY, its officers and employees shall not be deemed to assume any liability for intentional misconduct 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 negligent performance or failure to perform 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. Insurance costs as they relate to insurance coverage shall include premiums. 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 that are attributable to the services provided by the County under this Agreement. Upon notification to the COUNTY of any such contingent cost liability, the COUNTY will notify the MUNICIPALITY in a timely manner.
7. For actions that occur prior to March 31, 2024, regardless of when the claim arises, the COUNTY shall defend, indemnify and hold the MUNICIPALITY harmless from and against all claims, actions, damages, losses and expenses, including reasonable attorney fees, arising out of the COUNTY's negligence, misconduct, or failure to perform its obligations under this Agreement.
8. By April 1, 2024, the MUNICIPALITY agrees to obtain coverage for general liability and professional liability in the minimum amount of \$4 million dollars per occurrence. The coverage must include the COUNTY as an additional insured. Except for automobile liability claims, the MUNICIPALITY shall defend and indemnify the COUNTY and its officers, agents, and employees against any claim for damages arising out of the COUNTY's negligence, misconduct, or performance of its obligations under the terms of this Agreement up to \$4 million dollars per occurrence, for actions or omissions of the COUNTY that occur after April 1, 2024. The COUNTY agrees to defend, indemnify, and hold the MUNICIPALITY and its officers, agents and employees harmless from all auto liability claims arising out of the COUNTY's performance of its obligations under the terms of this Agreement, regardless of when the claim occurs. The COUNTY shall be responsible for the cost of any claims, alleged injuries or damages received by any person or property resulting from any negligence act or omission of the COUNTY, its officers, agents or employees in carrying out the terms and conditions of this Agreement that exceed the MUNICIPALITY's \$4 million dollar in coverage and shall defend and indemnify the MUNICIPALITY to the extent such claims exceed \$4 million. If the MUNICIPALITY'S coverage limit is exhausted, the MUNICIPALITY and its coverage provider shall have no further obligation to defend the COUNTY. Nothing herein shall be construed to provide coverage or indemnification to an officer, agent, or employee of any party for any act or omission for which the officer, agent, or employee, was not acting in the performance of the duties of their position, and is guilty of malfeasance in office, willful neglect of duty, or bad faith.

C. TERM OF AGREEMENT/TERMINATION

1. The term of this Agreement shall commence on January 1, 2024, and shall continue through December 31, 2024 ("Term").

2. Neither party intends to renew or extend this Agreement past December 31, 2024, and unless otherwise required by law, it is agreed this agreement shall end December 31, 2024, although these provisions shall not relieve the MUNICIPALITY from making any payments due and owing after that date, and payment obligations shall survive termination of this agreement.
3. In the event the MUNICIPALITY establishes a contract with a successor law enforcement services provider prior to the termination of this Agreement on December 31, 2024, the MUNICIPALITY may request in writing to terminate the Agreement with the COUNTY by providing a 30-day notice.

D. COST AND PAYMENT

1. The MUNICIPALITY agrees to pay the COUNTY an annualized payment of \$1,641,087 and billed monthly through March 31, 2024. On April 1, 2024, this amount will increase by 5%. This payment is intended to provide for 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 described in this Agreement including, but not limited to: salaries of employees engaged in performing said services, including vacation and sick leave; mileage; uniforms; public employees retirement contributions; workers' compensation; 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 Sheriff's Office.
2. In addition to the amounts listed in Section D(1) of this Agreement, MUNICIPALITY agrees to pay the COUNTY \$3,317 per month in exchange for the insurance obligations undertaken by the COUNTY pursuant to Section B(5) and B(8) of this Agreement.
3. The MUNICIPALITY shall pay the COUNTY within 35 days of receipt of the monthly invoice.

E. GENERAL PROVISIONS

1. Notice to the COUNTY shall be given to the County Manager and Ramsey County Sheriff and Notice to the MUNICIPALITY shall be given to the MUNICIPALITY'S City Administrator.
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 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.
6. This agreement supersedes and replaces any other agreements or contracts between COUNTY and the MUNICIPALITY related to law enforcement and public safety services.

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 _____ of _____, 2024, 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 _____ day of _____.

COUNTY OF RAMSEY

CITY OF FALCON HEIGHTS

By: _____
 Trista Martinson, Chair
 Ramsey County Board of Commissioners

By: _____
 Randy Gustafson
 Mayor

By: _____
 Mee Cheng, Chief Clerk
 Ramsey County Board of Commissioners

By: _____
 Jack Linehan
 City Administrator

APPROVAL RECOMMENDED:

By: _____
 Bob Fletcher
 Ramsey County Sheriff

APPROVED AS TO FORM:

By: _____
 Assistant Ramsey County Attorney

**CITY OF FALCON HEIGHTS
COUNCIL RESOLUTION**

January 24, 2024

No. 24-09

**RESOLUTION ENTERING INTO SERVICE AGREEMENT FOR LAW ENFORCEMENT
SERVICES WITH THE RAMSEY COUNTY SHERIFF'S OFFICE**

WHEREAS, the City of Falcon Heights and the Ramsey County Sheriff's Office have been working towards an updated contract for 2024; and

WHEREAS, the City's Attorney and the League of MN Cities have reviewed and approved the service agreement; and

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

1. Approve the Agreement for Law Enforcement Services with the Ramsey County Sheriff's Office
2. Authorize the City Administrator and Mayor to execute all necessary documents.

Moved by:

Approved by: _____
Randall C. Gustafson
Mayor

GUSTAFSON _____ In Favor
MEYER
MIELKE _____ Against
LEEHY
WASSENBERG

Attested by: _____
Jack Linehan
City Administrator