CALL TO ORDER:

ROLL CALL: ANDREWS ___ GUSTAFSON____ LEEHY___ MIAZGA ___ WEHYEE___

STAFF PRESENT: THONGVANH____ LOR____

PRESENTATIONS:

POLICY ITEMS:
1. Advertisement Policy for Newsletter
2. Pavement Management Program
3. Fire Department Updates
4. IT Services Update

INFORMATION/ANNOUNCEMENTS

ADJOURNMENT:
## REQUEST FOR CITY COUNCIL ACTION

<table>
<thead>
<tr>
<th>Meeting Date</th>
<th>March 18, 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agenda Item</td>
<td>Policy D1</td>
</tr>
<tr>
<td>Attachment</td>
<td>Advertisement Policy</td>
</tr>
<tr>
<td>Submitted By</td>
<td>Nalisha Nandkumar, Assistant to the City Administrator</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Item</th>
<th>Advertisement Policy for Newsletter</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Description</strong></td>
<td>The City of Falcon Heights is exploring new ways to keep the local community informed and to promote local businesses. The Fall 2019 newsletter that was distributed was printed through vendor Rengel Printing. Rengel printing offers communities to work with local businesses to buy ads in their newsletters. Rengel printing is based out of Central Minnesota and has worked with many cities that have their local businesses place ads in their newsletters. Businesses will have the opportunity to purchase a half or full page advertisement slot. The cost of the half and full page advertisements will depend on the next newsletters total number of pages and advertisement slots available. The Spring 2020 newsletter will feature the Parks and Rec summer programming guide. The cost for the 24 page newsletter excluding postage was about $2,300. Staff has created a policy that guides the contents of advertisements. Advertisement policy would be distributed to all local businesses that are interested in placing their ads in the city newsletter.</td>
</tr>
</tbody>
</table>

| Budget Impact          | |
|------------------------| |
| **Attachment(s)**      | • Advertisement Policy  |
|                        | • Advertisement Guidelines |

| Action(s) Requested    | Staff recommends discussing the attached advertisement policy and guidelines. |
Circulation:

Purchasing ad space in our newsletter informs our community about local events, news and business information. Our bi-annual newsletter is mailed to about 4,000 homes twice per year. Our boundary areas include Roseville, Falcon Heights, Lauderdale and St. Paul.

Advertising Deadlines:

The City of Falcon Heights mails a fall newsletter in late August and a spring newsletter in late March. Please contact us for advertising deadlines.

Tips for creating your ad:

- Resolution of images must have a minimum of 300 dpi resolution
- All 4-color artwork and/or images must be provided in CMYK (Cyan, Magenta, Yellow, and Black) color mode.
- All black & white artwork and/or images must be provided in grayscale color mode. Heavy black ink might cause smearing. Indicate Pantone® (PMS) colors when spot color colors are used for printing and provide artwork in Pantone® color mode.
- Fonts must be embedded in PDF files. (some fonts have copyright restrictions and will not embed in pdf files.)
- Embed all images and outline text in Illustrator files.
- Flatten all layers when working in Photoshop

Submitting your ad to us:

Please email your formatted ads to:

Nalisha.nandkumar@falconheights.org

Contact Nalisha with any questions at the above email address or at 651-792-7617.
Thank you for supporting Hopkins Community Education programs.

Circulation
Purchasing ad space in our adult enrichment catalog supports programs that benefit our community. Our Adult Enrichment catalog is mailed to more than 38,000 homes twice per year in our Hopkins Public Schools District boundary area. Our District boundary area includes the city of Hopkins, most of Minnetonka, about half of Golden Valley, and portions of Eden Prairie, Edina, Plymouth, and St. Louis Park.

Advertising deadlines:
We mail a fall (Sept. - Dec.) and a winter/spring (Jan. - June) catalog. Please contact us for advertising deadlines.

Helpful tips for creating your ad:
• We print everything using process color (CMYK), please do not use RGB, spot, or indexed colors in your artwork.
• Resolution of images (photos) needs to be 300 DPI.
• Please avoid using text smaller than 7 point.
• Please submit your ads as a PDF, or a packaged, compressed InDesign file. The preferred PDF settings are: PDF/X-1a or High Quality Printer file. Be sure to embed your fonts when creating the PDF.
• Please send us a contact information for someone we can reach if there are any problems with the ad file or formatting.

Ad Sizes & Rates  (we fill space on a first come, first served basis)

<table>
<thead>
<tr>
<th>Size</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>7.375&quot; wide x 4.625&quot; tall</td>
<td>$495</td>
</tr>
<tr>
<td>3.5&quot; wide x 2.125&quot; tall</td>
<td>$175</td>
</tr>
<tr>
<td>3.5&quot; wide x 4.625&quot; tall</td>
<td>$295</td>
</tr>
<tr>
<td>Full Page: 7&quot; wide x 10&quot; tall</td>
<td>$895</td>
</tr>
</tbody>
</table>

Submitting your ad to us:
Please email your formatted ads to:
Jennifer.Jorns@HopkinsSchools.org
Contact Jennifer with any questions you may have regarding formatting your ad for submission, 952-988-4090.

Questions?
Please contact Andrea Sjogren, adult and youth programs coordinator, 952-988-4068 or email:
Andrea.Sjogren@HopkinsSchools.org
Contact Hopkins Community Education staff: 952-988-4070
## REQUEST FOR COUNCIL ACTION

<table>
<thead>
<tr>
<th>Item</th>
<th>Pavement Management Program - Order Feasibility Report for the 2021 Pavement Management Program</th>
</tr>
</thead>
</table>
| **Description** | City Staff is proposing to initiate the planning and preliminary design for roadway maintenance included in the 2021 Pavement Management Project (PMP). The proposed project includes the following streets:
  - Garden Avenue, from Snelling Avenue to Hamline Avenue
  - Tatum St, from Larpenteur Ave to Roselawn Ave
  - Lindig St, from Larpenteur Ave to cul-de-sac
  - Fry St, from Larpenteur Ave to Maple Knoll Dr
  - Saint Marys St, from Larpenteur Ave to Maple Knoll Dr
  - Snelling Service Dr, from Hoyt to Hollywood Ct
  - Snelling Service Dr, from Idaho Ave to cul-de-sac
  - Asbury St, from Crawford Ave to Roselawn Ave
  - Arona St, from Crawford Ave to Roselawn Ave
  - Simpson St, from Crawford Ave to Roselawn Ave
  - Ruggles St, from Snelling Service Dr to Pascal St

The proposed project area abuts approximately 331 properties, one of which is Falcon Heights Elementary School. |
| **Budget Impact** | This project has the following financial implications for the city and property owners along the streets being considered for maintenance:
  - 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)** | Presentation Slides |
| Action(s) Requested | Staff request direction from the City Council. |
Pavement Management Program

FALCON HEIGHTS – MARCH 18, 2020
Pavement Management Project Overview
### 2021 PMP Estimates

<table>
<thead>
<tr>
<th>Year</th>
<th>Location</th>
<th>Assessment</th>
<th>MSA</th>
<th>City- Streets</th>
<th>City- Storm</th>
<th>Total Cost</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>2021</td>
<td>Tatum, Lindig, Fry, St Marys</td>
<td>$112,000</td>
<td>$130,000</td>
<td>$130,000</td>
<td>$37,000</td>
<td>$409,000</td>
<td>Mill and Overlays</td>
</tr>
<tr>
<td>2021</td>
<td>Asbury, Arona, Simpson, Garden, Ruggles</td>
<td>$210,000</td>
<td>$245,000</td>
<td>$245,000</td>
<td>$70,000</td>
<td>$770,000</td>
<td>Mill and Overlays, Garden (Reclaim)</td>
</tr>
<tr>
<td></td>
<td><strong>Totals</strong></td>
<td><strong>$322,000</strong></td>
<td><strong>$375,000</strong></td>
<td><strong>$375,000</strong></td>
<td><strong>$107,000</strong></td>
<td><strong>$1,179,000</strong></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Avg Current PCI</th>
<th>Avg Bit Age</th>
<th>Length Miles</th>
<th>Avg Age of Bit when replaced</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tatum, Lindig, Fry, St Marys</td>
<td>50.84</td>
<td>1987.87</td>
<td>1.54</td>
<td>33.13</td>
</tr>
<tr>
<td>Asbury, Arona, Simpson, Garden, Ruggles</td>
<td>60.43</td>
<td>1993.65</td>
<td>2.06</td>
<td>27.35</td>
</tr>
</tbody>
</table>
Garden Avenue

**History of Garden**
- Road was originally constructed in the 1950’s
- Road was widen to current conditions in the 1970’s
- Project was originally scheduled for a reclaim and inlay in 2015

**Potential Issues/Opportunities**
- School zone & lack of pedestrian infrastructure
- Sidewalk assessment district
- Proposed public involvement
Sidewalk Assessment District - Option

435.44 SIDEWALK IMPROVEMENT DISTRICTS; COSTS SPLIT BY BENEFIT.

Subdivision 1. Authorized.

Any municipality may, by ordinance, establish sidewalk improvement districts within a municipality, and have authority to defray all or part of the total costs of sidewalk construction and repair by district benefits and apportioning the district’s cost to all of the parcels located in the district on a direct or indirect benefit basis.

Subd. 2. For safety.

The governing body of any municipality may establish sidewalk districts on the basis that all areas within each district have safe pedestrian walkways to and from schools and school bus stops, public transportation facilities, and other services to the neighborhood and community.

Subd. 3. Uniformity; wide sidewalks; indirect benefit.

The total costs of sidewalk district improvements may be apportioned and assessed to all parcels or tracts of land located in the established assessment district on a uniform basis as to each classification of real estate. Where sidewalk widths are wider than the standard width of the district, the additional costs may be assessed as a direct benefit to the abutting property. An indirect district benefit assessment may involve all parcels or tracts of land located in the assessment district without regard to location of sidewalks, as it is deemed that all parcels or tracts of land within the assessment district benefit equally.

Subd. 4. Up to five years.

The governing body may assess the costs on all district sidewalk improvements up to a maximum of five years on equal annual installments, plus interest on the unpaid balance.
Sidewalk Assessment District - Option

- Would need to establish a City Ordinance
- Define improvement area
- Define type of improvements
Garden Ave – Existing west of Holton – 36’ wide
Garden Ave – Existing west of Holton – 36’ wide
Garden Ave – Option A west of Holton
Narrow road to 29’ with 7’ SW adjacent to curb
Garden Ave – Option A west of Holton
Narrow road to 29’ with 7’ SW adjacent to curb
Garden Ave – Option B west of Holton
Narrow road to 25’ with 6’ SW and 6’ turf boulevard
Garden Ave – Option B west of Holton
Narrow road to 25’ with 6’ SW and 6’ turf boulevard
Garden Ave – Falcon Heights Elementary
Narrow road at ends to 29’ with 7’ SW adjacent to curb
Garden Ave – Falcon Heights Elementary
Narrow road at ends to 26’ with 7’ SW adjacent to curb small boulevard
Garden Avenue – Public Involvement

#1 Preliminary Feedback
- Neighborhood Meeting in April or May 2020 –
- Falcon Heights PTA meeting in April or May 2020
- Council receives feasibility report

#2 Secondary feedback on updated design options and costs
- Neighborhood Meeting in September 2020

#3 Public Hearing - October 2020
- Council meeting to approve final layout.
- Authorize preparation of plans and specifications

Overall 2021 PMP
- Accept plans and specifications and order advertisement for bids for the project - Winter 2020
- Award Bids for the project - March 2021
- Construct Project - June through September 2021
- Declare costs and order preparation of proposed assessment and call assessment hearing- September 2021
- Final assessment hearing, adopt and confirm assessments - October 2021
Questions?
Projected Roadway Condition
Assessment Policy - Streets

Assessment Policy

- Assessed per the front footage of the lots
- Corner lots assessed 100% long, 0% short side
- Assessment Rates (street costs only)
  - Residential - 40% of per foot of frontage project cost
  - Commercial/Multi-unit residential - 60% of per foot of frontage project cost
  - Tax-exempt - 100% of per foot of frontage project cost
Assessments- Timeline

Assessment timeline is shown below and will correspond with City Council meetings:

- Order feasibility report - March 2020
- Receive feasibility report and order public hearing for the project - Summer 2020
- Hold public hearing for the project, adopts resolution ordering the improvement and preparation of plans and specifications - Fall 2020
- Accept plans and specifications and order advertisement for bids for the project - Winter 2020
- Award Bids for the project - March 2021
- Construct Project - June through September 2021
- Declare costs and order preparation of proposed assessment and call assessment hearing - September 2021
- Final assessment hearing, adopt and confirm assessments - October 2021
## Falcon Heights Fire Department Updates

**Description**
I will provide updates on current fire department operations and discuss budgetary impact for the current year and in the near future. The Council will also need to reevaluate cost and services to the City of Lauderdale.

**Budget Impact**
This will need to be discussed for current and future budgets.

**Attachment(s)**
- Professional Service Agreement – City of Roseville

**Action(s) Requested**
No action required.
This Agreement is made by and between the City of Roseville, a Minnesota municipal corporation ("Roseville"), and the City of Falcon Heights, a Minnesota municipal corporation ("Falcon Heights"), as of the ____ day of ____________, 2019.

WHEREAS, the City of Falcon Heights possesses its own Fire Department;

WHEREAS, the City of Lauderdale contracts with Falcon Heights to provide fire service operations;

WHEREAS, Falcon Heights desires to contract with the City of Roseville to provide fire service administrative direction and command services over its fire department; and,

WHEREAS, the parties desire to memorialize in writing their respective obligations under such contractual relationship.

NOW, THEREFORE, intending to be bound by the consideration and obligations contained herein, the sufficiency of which is expressly acknowledged, the parties hereby agree to the following Agreement:

1. **Scope of Work.**

   Roseville agrees to provide the professional services described in Exhibit “A” attached hereto ("Work") and the audit described in Exhibit “B” attached hereto (“Audit”) in consideration for the compensation set forth in Provision 3 below.

2. **Term.**

   The term of this Agreement shall be from __________, 2019, through __________, 2020, the date of signature by the parties notwithstanding. The parties may extend the term of this Agreement by mutual written consent of all parties.

3. **Compensation for Services.**

   Falcon Heights agrees to pay the City of Roseville a total compensation of $40,000.00 for the initial term of this Agreement. Roseville shall submit to Falcon Heights a quarterly written invoice for $10,000.00, which shall be paid in the same manner as other claims made to the City of Falcon Heights.
4. **Termination.**

This Agreement may be terminated at any time by any party, with or without cause, by delivering to the all other parties a written notice at least sixty (60) days prior to the date of such termination. The date of termination shall be stated in the notice. Upon termination by any party, Roseville shall be paid for services rendered through and until the date of termination.

5. **Assignment.**

No party may assign this Agreement, nor its rights and/or obligations hereunder, without the prior written consent of all other parties.

6. **Waiver.**

Any waiver by any party of a breach of any provisions of this Agreement shall not affect, in any respect, the validity of the remainder of this Agreement or either parties’ ability to enforce a subsequent breach.

7. **Workers’ Compensation**

Each party shall be responsible for injuries or death of its own personnel. Each party will maintain workers’ compensation insurance or self-insurance coverage, covering its own personnel while they are performing services pursuant to this Agreement. Each party waives the right to sue the other party for any workers’ compensation benefits paid to its own employees or volunteer or their dependents, even if the injuries were caused wholly or partially by the negligence of the other Party or its officers, employees, or volunteers.

8. **Damage to Equipment**

Each party shall be responsible for damages to or loss of its own equipment. Each party waives the right to sue the other Party for any damages to or loss of its equipment, even if the damages or losses were caused wholly or partially by the negligence of the other Party or its officers, employees, or volunteers.

9. **Indemnification and Defense.**

Subject to the limitations and immunities in MN Statute Chapter 466, to the fullest extent permitted by law, Falcon Heights agrees to defend, indemnify and hold harmless Roseville and its mayor, council members, officers, agents, employees and representatives from and against all liability, claims, petitions, demands, damages, costs, judgments, losses and expenses of any kind and in any forum or process, including but not limited to attorney’s fees and costs, arising out of or resulting from any actual or alleged negligent or wrongful act or omission of Roseville pertaining to the performance or failure to perform under this Agreement. This provision does not apply to willful, intentional, and tortious misconduct by Roseville personnel.
Subject to the limitations and immunities in MN Statute Chapter 466, to the fullest extent permitted by law, Falcon Heights agrees to defend, indemnify and hold harmless Roseville and its mayor, council members, officers, agents, employees and representatives from and against all liability, claims, petitions, demands, damages, costs, judgments, losses and expenses of any kind and in any forum or process, including but not limited to attorney’s fees and costs, arising out of or resulting from any actions or omissions on the part of any officers, agents, employees and representatives of Falcon Heights and/or Lauderdale pertaining to the subject matter of this Agreement.

The parties agree that liability under this Agreement is controlled by Minnesota Statutes §471.58, subd. 1a, and that the total liability for the parties shall not exceed the limits on governmental liability for a single unit of government as specified in Minnesota Statutes §466.04, subd. 1(a). Nothing in this Agreement is intended to, nor shall be construed to, constitute a waiver of any liability limitations available to any party under Minnesota Statutes Chapter 466.

10. **Counterparts.**

This Agreement may be executed in multiple counterparts, each of which shall be considered an original.

11. **Governing Law; Venue.**

This Agreement shall be controlled by the laws of the State of Minnesota. Any legal action brought under this Agreement shall be venued in a court of competent jurisdiction located in Ramsey County, Minnesota.

12. **Severability.**

The provisions of this Agreement are severable. If any portion hereof is, for any reason, held by a court of competent jurisdiction to be contrary to law, such decision shall not affect the remaining provisions of this Agreement.

13. **Notices.**

Any notice to be given by any party upon any other under this Agreement shall be properly given in writing either personally delivered or by e-mail or by U.S. mail to a party’s City Manager or City Administrator as follows:

**City of Roseville:**

Patrick Trudgeon, City Manager  
Pat.Trudgeon@cityofroseville.com  
2660 Civic Center Drive  
Roseville, MN 55113

**City of Falcon Heights:**

Sack Thongvanh, City Administrator  
Sack.Thongvanh@falconheights.org  
2077 Larpenteur Avenue West  
Falcon Heights, MN 55113
The parties agree that delivering notices to the official successors of the above-named representatives shall be deemed sufficient under this Agreement.

Notices shall be deemed effective on the date of receipt if given personally, on the date of deposit in the U.S. mails if mailed, or on the date of delivery to an overnight courier if so delivered; provided, however, if notice is given by deposit in the U.S. mails or delivery to an overnight courier, the time for response to any notice by the other party shall commence to run one business day after the date of mailing or delivery to the courier. Any party may change its address for the service of notice by giving written notice of such change to the other party, in any manner above specified, 10 days prior to the effective date of such change.

14. **Entire Agreement.**

Unless stated otherwise herein, the entire agreement of the parties is contained in this Agreement. This Agreement supersedes all prior oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by all parties.
CITY OF FALCON HEIGHTS

Date: _________________________ __________________________________

Mayor

Date: _________________________ __________________________________

City Administrator

APPROVED AS TO FORM:

Date: _________________________ __________________________________

City Attorney
EXHIBIT A (“Work”)

Fire Service Administrative Direction and Command services

Scope of Services and General Program Structural Outline

This is not a contract for fire suppression or medical related emergency incident response. Roseville Fire will respond to predetermined incident types, or requests based on pre-existing automatic/mutual/closest unit agreements in place.

“Roseville Fire Administration” personnel consist of a Fire Chief, Assistant Fire Chief, three Battalion Chiefs and one administrative coordinator.

The city of Roseville agrees to provide the City of Falcon Heights the personnel necessary to provide the below “Scope of Services;” the personnel will be available 24 hours per day.

Overall supervision and management of all emergency and non-emergency day-to-day department operations and tasks.

The city of Falcon Heights understands and acknowledges that Roseville Fire Administration is under the direction of the Falcon Heights City Administrator, and not subject to supervision or direction of existing Falcon Heights Fire Department leadership or personnel.

Incident command and resource support will be given to Falcon Heights Fire Department for structure fires or major incident types, as previous auto & mutual aid agreements dictate, as well as when necessary as determined by Falcon Heights personnel, or Roseville Fire.

Control and coordination of operations budget for expenditure and purchase applications. This includes, but is not limited to, invoices, payroll, membership fees, etc.

Review and implementation of Standard Operating Guidelines (SOG) and Standard Operating Policies (SOP) to assure compliance with Local, State, Federal, NFPA, and best practices to assure for the safety of Firefighters and the community.

Provide a safe, courteous, professional, and consistent level of service for the department and community.

The Roseville Fire Administration will provide new contract audit, and recommendations report to the Falcon Heights City Administration and City Council within 120 days of execution of contract. The Roseville Fire Administration will have full permission and access to Falcon Heights Fire Department facilities and equipment.

The Roseville Fire Administration will have full access to all training and personnel records.
Roseville Fire Administration will provide to the City of Falcon Heights, Falcon Heights Fire Department, and Firefighters:

- Organizational management
- Fire, hazardous materials, rescue, and emergency medical services training
  - Perform the duties of training chief
- Personnel development
- Fleet and equipment management
- Firefighter OSHA and medical examination requirement management
- Personal protective equipment (PPE) management
- Fire investigation
- Perform recommendations on hiring, demotions, promotions, all personnel management decisions with approval of City Manager
- Management of fire station activities and space

Roseville Fire Administration will be reasonably available for department head-level meetings and events within the Falcon Heights organizational structure. Roseville Fire Administration will make reports to the City Administrator regularly, and City Council as requested.

Expanded scope/additional work: The City of Falcon Heights and the City of Roseville agree that at any time during the term of the contract either party may initiate discussions regarding the expansion of the scope of this contract to include expanded or additional services provided by the Roseville Fire Department.
EXHIBIT B ("Audit")

1. Training
   a. Calendar Review and Planning
      i. 2018
      ii. 2019
      iii. 2020
   b. Hours of training for each topic
      i. MBFTE/MFSCB Compliant?
      ii. EMSRB/NREMT Compliant?
   c. Personnel files
      i. All of these items organized and compiled correctly
      ii. Any outstanding personnel issues or discipline currently
   d. 2020 calendar
      i. Training
      ii. Community Events

2. Leadership Structure
   a. Leadership Review and Assessment
      i. Promotions
      ii. Demotions

3. The right people in the right places
   a. Assessing daytime, nighttime, and weekend availability

4. Meetings & Trainings
   a. Nights/Days/When/why, etc.

5. Dispatch Work
   a. Response Plan Review
   b. Phoenix G2 Update
   c. Pager/Everbridge Review

6. Internal Communications
   a. Website or a Firewire-type program?
   b. Image Trend?
   c. How do they communicate?
      i. Email?
      ii. Text?

7. Reports and Report Writing
   a. Image Trend- What version and how does it operate?
   b. Firehouse?
8. Uniform Assessment
   a. What needs to be addressed?

9. Gear, Helmet and PPE Assessment
   a. NFPA compliant?
   b. OSHA Compliant?

10. Annual Performance Checks and Inspections
    a. SCBAs
    b. Engine pump
    c. Ladder
    d. Hose testing
    e. Equipment
       i. Saws
       ii. Fans
       iii. Extinguishers

11. Annual Medical Examinations
    a. What do they currently perform?
    b. Who performs the medical examinations?

12. SOP/SOG
    a. Full review of any/all SOGs
    b. What needs to be cleaned up?
    c. What is missing?

13. Personnel Assessments
    a. Company officer review
    b. Years of service, training, experience
       i. Long-mid-term range assessment on retirement/transient employment

14. Officer Development

15. Inspections
    a. Fire and Life Safety Inspections Completed?
    b. Plan Review?
    c. Pre-Plans for CAD?
The City That Soars!

REQUEST FOR CITY COUNCIL ACTION

Meeting Date: March 18, 2020
Agenda Item: Policy D4
Attachment: Professional Service Agreement
Submitted By: Sack Thongvanh, City Administrator

<table>
<thead>
<tr>
<th>Item</th>
<th>IT Services Update</th>
</tr>
</thead>
<tbody>
<tr>
<td>Description</td>
<td>The City of Falcon Heights currently contract with the City of Roseville for IT support and services.</td>
</tr>
</tbody>
</table>

Memo from Patrick Trudgeon, Roseville City Manager

Metro I-Net originally started as a collaboration between Roseville and Mounds View to share IT resources in 1999. Since that time, Metro I-Net has grown to 35 member organizations receiving full IT services and 9 associate members receiving limited IT services.

Not only has the number of Metro I-Net members grown, each member agency’s needs have grown exponentially. Some examples in recent years include the deployment of Laserfiche, remote computer access, electronic door access, wireless access points, as well as body cam support for law enforcement.

Currently, Metro I-Net is under organizational control of the Roseville City Manager and Roseville City Council. All Metro I-Net employees are actually Roseville employees and fall under Roseville personnel policy, its liability coverage, and compensation structure. The Roseville City Manager makes employment decisions for Metro I-Net including the hiring and termination of employees. The City of Roseville includes the $3.5 million Metro I-Net budget as part of its city budget.

While this arrangement has worked for many years, the following issues is making it harder to keep Metro I-Net sustainable into the future:

- Roseville City Council concern about the amount of Metro I-Net staff and the added liability and carrying costs for that amount of employees
- Roseville City Council concern the use of space within City given other city department space needs
- The Roseville employee compensation plan lags behind the market for other local governments and especially with LOGIS, a joint powers entity that provides IT services too many local governments in the Twin Cities. LOGIS has recruited
several Metro I-Net staff members over the past couple of years
• As a result of the Roseville compensation plan and organizational structure, it is not possible to create the necessary executive leadership to guide the large $3.5 million Metro I-Net enterprise
• Finally, it should be noted that the Roseville City Council could at any time decide to no longer be the lead agency for Metro I-Net and a result, breakup Metro I-Net and let members figure out how to best provide IT services for their organization. It should be pointed out that Roseville City Council has not discussed doing this, but it is always a potential concern in the future.

Having Metro I-Net as a joint powers entity does provide members more direct control over governance of Metro I-Net, including costs, personnel, and policies and takes away uncertainty of the future of Metro I-Net.

The highlights of the joint powers agreement, as currently contemplated, are as follows:

• The initial members of the JPA will be the current members of Metro I-Net
• JPA is planned to become effective on 1/1/2021
• Metro I-Net will be governed by a Board of Directors with each member having a Director and Alternate designated
• Metro I-Net board meetings subject to open meeting law
• Each member will have the number of votes equivalent to its share of the budget
• Members will not be allowed to vote if they are in default of their financial obligation or violation of IT security policies
• Metro I-Net board will meet at least four times (Jan., April, July, Oct.) annually
• Metro I-Net board will have officers elected to 3-year terms
• Metro I-Net board will have power take all action in establishing and managing the operations of Metro I-Net
• Metro I-Net board will enter into a contract with a member to serve as the fiscal and operations agent for the organization
• Metro I-Net board will hire an executive director who will be responsible for day-to-day operations
• The executive director will have broad authority to run the operations of Metro I-Net
• The executive director can be terminated by a 2/3 vote of the Metro I-Net board
• The Metro I-Net board will establish an executive committee consisting of the 4 board officers and the member serving as the fiscal agent
• The executive committee would meet on a more frequent basis and work on duties as assigned by the board such as the budget and administrative issues
• The JPA outlines the schedule for the creation and consideration of the annual budget.
• The JPA creates 3 different classes of charges
• Class 1 – Annual personnel & other operating expenses
- Class 2 - Capital charges for hardware and software
- Class 3 – Necessary additional charges
- The JPA outlines procedures for members to withdraw from Metro I-Net
- JPA creates a Metro I-Net “Associate” which is an entity that is receiving a contractual service from Metro I-Net
- The JPA has no termination date but does outline procedures to dissolve the organization

The new organizational structure will increase the costs for each member. The exact costs have not been determined yet and is highly dependent on the number of members that join the JPA. If all current members remain as members of the JPA, it is estimated that each member, including Roseville, would see an increase of 5% over the 2020 cost.

At this point, Roseville is seeking a commitment by your governing board to enter into a Metro I-Net joint powers agreement, subject to final review and approval of the JPA document. This will allow us to proceed in completing the drafting of the JPA and have an assurance on the costs to create the new entity.

<table>
<thead>
<tr>
<th><strong>Budget Impact</strong></th>
<th>This will need to be discuss for current and future budgets.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Attachment(s)</strong></td>
<td>• Memo from Patrick Trudgeon, Roseville City Manager&lt;br&gt;• Presentation from the Metro I-Net Group Meeting</td>
</tr>
<tr>
<td><strong>Action(s) Requested</strong></td>
<td>No action required.</td>
</tr>
</tbody>
</table>
Memo

To: Metro I-Net Members
cc: Pete Bauer & Jason Swalley, Metro I-Net
From: Patrick Trudgeon, Roseville City Manager
Date: February 13, 2020
Re: Metro I-Net Discussion Points

Metro I-Net originally started as a collaboration between Roseville and Mounds View to share IT resources in 1999. Since that time, Metro I-Net has grown to 35 member organizations receiving full IT services and 9 associate members receiving limited IT services.

Not only has the number of Metro I-Net members grown, each member agency’s needs have grown exponentially. Some examples in recent years include the deployment of laser fiche, remote computer access, electronic door access, wireless access points, as well as body cam support for law enforcement.

Currently, Metro I-Net is under organizational control of the Roseville City Manager and Roseville City Council. All Metro I-Net employees are actually Roseville employees and fall under Roseville personnel policy, its liability coverage, and compensation structure. The Roseville City Manager makes employment decisions for Metro I-Net including the hiring and termination of employees. The City of Roseville includes the $3.5 million Metro I-Net budget as part of its city budget.

While this arrangement has worked for many years, the following issues is making it harder to keep Metro I-Net sustainable into the future:

• Roseville City Council concern about the amount of Metro I-Net staff and the added liability and carrying costs for that amount of employees
• Roseville City Council concern the use of space within City given other city department space needs
• The Roseville employee compensation plan lags behind the market for other local governments and especially with LOGIS, a joint powers entity that provides IT services to many local governments in the Twin Cities. LOGIS has recruited several Metro I-Net staff members over the past couple of years
• As a result of the Roseville compensation plan and organizational structure, it is not possible to create the necessary executive leadership to guide the large $3.5 million Metro I-Net enterprise
Finally, it should be noted that the Roseville City Council could at any time decide to no longer be the lead agency for Metro I-Net and as a result, breakup Metro I-Net and let members figure out how to best provide IT services for their organization. It should be pointed out that Roseville City Council has not discussed doing this, but it is always a potential concern in the future.

Having Metro I-Net as a joint powers entity does provide members more direct control over governance of Metro I-Net, including costs, personnel, and policies and takes away uncertainty of the future of Metro I-Net.

The highlights of the joint powers agreement, as currently contemplated, are as follows:

- The initial members of the JPA will be the current members of Metro I-Net
- JPA is planned to become effective on 1/1/2021
- Metro I-Net will be governed by a Board of Directors with each member having a Director and Alternate designated
- Metro I-Net board meetings subject to open meeting law
- Each member will have the number of votes equivalent to its share of the budget
- Members will not be allowed to vote if they are in default of their financial obligation or violation of IT security policies
- Metro I-Net board will meet at least four times (Jan., April, July, Oct.) annually
- Metro I-Net board will have officers elected to 3-year terms
- Metro I-Net board will have power take all action in establishing and managing the operations of Metro I-Net
- Metro I-Net board will enter into a contract with a member to serve as the fiscal and operations agent for the organization
- Metro I-Net board will hire an executive director who will be responsible for day-to-day operations
- The executive director will have broad authority to run the operations of Metro I-Net
- The executive director can be terminated by a 2/3 vote of the Metro I-Net board
- The Metro I-Net board will establish an executive committee consisting of the 4 board officers and the member serving as the fiscal agent
- The executive committee would meet on a more frequent basis and work on duties as assigned by the board such as the budget and administrative issues
- The JPA outlines the schedule for the creation and consideration of the annual budget.
- The JPA creates 3 different classes of charges
  - Class 1 – Annual personnel & other operating expenses
  - Class 2 - Capital charges for hardware and software
  - Class 3 – Necessary additional charges
- The JPA outlines procedures for members to withdraw from Metro I-Net
- JPA creates a Metro I-Net “Associate” which is an entity that is receiving a contractual service from Metro I-Net
- The JPA has no termination date but does outline procedures to dissolve the organization
The new organizational structure will increase the costs for each member. The exact costs have not been determined yet and is highly dependent on the number of members that join the JPA. If all current members remain as members of the JPA, it is estimated that each member, including Roseville, would see an increase of 5% over the 2020 cost. At this point, Roseville is seeking a commitment by your governing board to enter into a Metro I-Net joint powers agreement, subject to final review and approval of the JPA document. This will allow us to proceed in completing the drafting of the JPA and have an assurance on the costs to create the new entity.
Metro I-Net Member Meeting  
February 13, 2020  
Roseville City Council Chambers  
2660 Civic Center Drive, Roseville

1) Welcome and Introductions  
2) Update on Metro Cities Joint Powers Agreement  
3) Next Steps  
4) 2020 Metro I-Net Work Plan
Welcome and Introductions

Update on Metro Cities Joint Powers Agreement

Next Steps

2020 Metro I-Net Work Plan

Member Agencies
Arden Hills, Anoka, Birchwood Village, Coon Creek Watershed, Centennial Fire Department, Centennial Lakes Police Department, Circle Pines, Centerville, East Bethel, Falcon Heights, Forest Lake, Gem Lake, Ham Lake, Hugo, Lauderdale, Little Canada, Little Canada Fire Department, Lake Elmo, Lexington, Lake Johanna Fire Department, Lino Lakes, Mahtomedi, MN State Fair Police Department, Mounds View, Mississippi Watershed Management Organization, North Oaks, North St. Paul, Oakdale, Ramsey Washington Watershed District, Roseville, St. Anthony, St. Francis, Vadnais Heights, Vadnais Lake Watershed District, White Bear Township

Agencies Receiving Limited Services
Blaine, Columbia Heights Police Department, Fridley, Maplewood, North Suburban Cable Commission, Ramsey County Library, Ramsey Washington Cable Commission, Spring Lake Park, White Bear Lake
Why a joint powers entity?

- Metro I-Net has grown considerably since its creation
- The entire operation is under control of the City of Roseville
- Challenge for the Roseville City Council to take on additional employees, space, and liability

- Challenge in recruiting and retaining employees due to Roseville compensation plan due to LOGIS and other IT agencies
- City of Roseville could decide to no longer participate in Metro I-Net
- Members will have more of a say in governance, policies, and costs
Metro I-Net Member Meeting
February 13, 2020

Status of Metro I-Net Joint Powers Agreement

- Sub-group of six members (Circle Pines, Maplewood, Mounds View, Mississippi Watershed, Roseville, and St. Anthony) met several times to lay out some a basic framework of a joint powers entity and agreement.

- Engaged Attorney Jim Strommen of Kennedy and Graven to assist in the joint powers framework and work on draft agreement.

- Group reviewed and commented the drafts prepared by Attorney Strommen.

- Before continuing working on draft JPA, group felt it was necessary to gather the members to provide an update and start securing commitments in moving forward with a JPA.
The initial members of the JPA will be the current members of Metro I-Net.

JPA is planned to become effective on 1/1/2021.

Still considering what the threshold of members will need to be to make JPA viable.

Metro I-Net will be governed by a Board of Directors with each member having a Director and Alternate designated.

Metro I-Net board meetings subject to open meeting law.

Each member will have the number of votes equivalent to its share of the budget.
Framework of Metro I-Net Joint Powers Entity

- Members will not be allowed to vote if they are in default of their financial obligation or violation of IT security policies.
- Metro I-Net board will meet at least four times (Jan., April, July, Oct.) annually.
- Metro I-Net board will have officers elected to 3-year terms.
- Metro I-Net board will have power take all action in establishing and managing the operations of Metro I-Net.
  (See Article VI of draft JPA)
Metro I-Net Member Meeting
February 13, 2020

Framework of Metro I-Net Joint Powers Entity

- Metro I-Net board will enter into a contract with a member to serve as the fiscal and operations agent for the organization.
- Metro I-Net board will hire an executive director who will be responsible for day-to-day operations.
- The executive director will have broad authority to run the operations of Metro I-Net.
- The executive director can be terminated by a 2/3 vote of the Metro I-Net board.
Framework of Metro I-Net Joint Powers Entity

- The Metro I-Net board will establish an executive committee consisting of the 4 board officers and the member serving as the fiscal agent.

- The executive committee would meet on a more frequent basis and work on duties as assigned by the board such as the budget and administrative issues.

- The JPA outlines the schedule for the creation and consideration of the annual budget.

- The JPA creates 3 different classes of charges:
  - Class 1 – Annual personnel & other operating expenses
  - Class 2 - Capital charges for hardware and software
  - Class 3 – Necessary additional charges
Framework of Metro I-Net Joint Powers Entity

- The JPA outlines procedures for members to withdraw from Metro I-Net
- JPA creates a Metro I-Net “Associate” which is an entity that is receiving a contractual service from Metro I-Net

- The JPA has no termination date but does outline procedures to dissolve the organization.
Cost impacts

- We have estimated an additional $175,000 annually for overhead with the operation the joint powers Metro I-Net.

- With the assumption that we have 100% of the members as part of the JPA, this represents a 5% increase for each member over what you are paying in 2020.

- However, with less than 100% of the members being part of the JPA, the costs will rise more dramatically.
Cost impacts

- If we have only members that join in the JPA that represent 80% of the 2020 budget, it will equal a 31% increase for the remaining members.
Importance of Commitment to Metro I-Net JPA

- We need to know if your organization will be joining the Metro I-Net JPA in the very near future in order to properly prepare a budget, continue working on the governance documents, and plan for the transition

- Request that you get a commitment from your governing policy board to plan on entering into a joint powers agreement given the framework and costs outlined today subject to final review and approval of the joint powers agreement
Importance of Commitment to Metro I-Net JPA

- Approval of the actual JPA will need to come at a later date since we cannot finalize it until we have an understanding on who will participate in Metro I-Net moving forward.

- If you or your governing board would like to look at other options for IT services in order to compare, urge you to begin that process now.
Metro I-Net Member Meeting
February 13, 2020

Information to help you discuss the Metro I-Net JPA with your policy board

• Will provide a fact sheet outlining the rationale and reasons for a JPA
• Will provide a listing of services you are receiving (along with definitions on what they are) and the costs for each service
• Will provide you an estimate of the costs to participate in the JPA

• It should be noted that leaving Metro I-Net will put a greater burden on your organization to manage your data, hardware, software, and user support even if you contract with a third-party to manage those items