

CITY OF FALCON HEIGHTS
Regular Meeting of the City Council
City Hall
2077 West Larpenteur Avenue
AGENDA
December 23, 2020 at 7:00 P.M.

NOTE: THIS MEETING WILL BE HELD BY WEB CONFERENCE*

- A. CALL TO ORDER:
- B. ROLL CALL: ANDREWS ___ GUSTAFSON___ LEEHY___
MIAZGA ___ WEHYEE___
STAFF PRESENT: THONGVANH___
- C. PRESENTATION
- D. APPROVAL OF MINUTES:
1. December 9, 2020 City Council Regular Minutes
- E. PUBLIC HEARINGS:
- F. CONSENT AGENDA:
1. General Disbursements through: 12/15/20 \$228,501.34
Payroll through: 12/15/20 \$21,344.60
2. Approval of City License(s)
3. Appointment of Paul Moretto to Planner/Community Development Coordinator
4. Appointment of Christopher LaCasse to Parks and Recreation Commission
5. Resignation of Tom Williams from Planning Commission
6. Ramsey County GIS User Group Joint Powers Agreement
- G: POLICY ITEMS:
1. Amber Union – Tax Increment Financing (TIF) Request
2. MnDOT Master Partnership Agreement
- H. INFORMATION/ ANNOUNCEMENTS:
- I. 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.
- J. ADJOURNMENT:

*You can participate in the meeting by clicking the following Zoom link:

<https://us02web.zoom.us/j/81301077424>

BLANK PAGE

CITY OF FALCON HEIGHTS
Regular Meeting of the City Council
City Hall
2077 West Larpenteur Avenue
MINUTES
December 9, 2020 at 7:00 P.M.

NOTE: THIS MEETING WAS ALSO HELD BY WEB CONFERENCE

- A. CALL TO ORDER: 7:00 pm
- B. ROLL CALL: ANDREWS __X__ GUSTAFSON __X__ LEEHY __X__
MIAZGA __X__ WEHYEE __X__
- STAFF PRESENT: THONGVANH __X__

Administrator Thongvanh

I would like to request that the agenda be changed to move the drive through ordinance to item 2 on the Policy Agenda.

- C. PRESENTATION
- D. APPROVAL OF MINUTES:
1. December 2, 2020 City Council Workshop Meeting
 2. November 18, 2020 City Council Regular Meeting

Mayor Gustafson mentioned few typographical edits to the minutes.

Council Member Andrews Moved, Approved 5-0.

- E. PUBLIC HEARINGS:
1. 2021 Truth in Taxation and Budget Presentation

Administrator Thongvanh

In Falcon Heights, taxes are impacted by changes in the tax levy made by the city, county, school and taxing jurisdictions, changes in the market value of your property, legislative changes, or new taxes approved by referendum. From 2020 to 2021, Falcon Heights median home value increased by 3.7% from \$303,450 to \$314,600. The county accounts for the largest share of taxes, followed by the school district, city, and special district. Falcon Heights is in sixth place for tax rates behind Roseville. Since 2015, the City no longer draws from its reserves to support the General Fund.

The adopted preliminary budget was 8.9%, but after direction by the Council at the last workshop to contract Fire Services, we were able to reduce the levy to 5.2%. This levy projects a \$39 increase on a median value home in Falcon Heights.

City expenditures in 2021 include 44% for General Fund. The City receives an exemption from sales tax which saves us about \$6,000 per year. Public Safety makes up the largest share of general fund expenditures.

The 2021 proposed budget includes an increased police services budget by \$30,830, a 9.8% renewal rate for employee health insurance, and comparable license and permit revenues to 2020. Possible apartment housing in the TIES building would impact this.

Sue Majerus, 1381 Iowa Ave

What is the \$30,000 increase in the police services budget for? Are the PPE expenditures involved?

Mayor Gustafson

Increased operation costs for 2021. In the budget packet we received in September from Ramsey County Sheriff's Office, there was information on their 2021 budget detailing the increase. The PPE expenses were in year 2020. The City must notify RCSO in March 2021 if we plan to not renew the contract after 2021.

Council Member Leehy

I received a question via phone from the owner of a rental property. They had an increase of about 11% which is different than the increase seen by single family homes. Is that because there are other factors included that don't apply to single family homes?

Mayor Gustafson

If your property values increased substantially over last year, that could cause the increased number.

Administrator Thongvanh

Depending on the type of rental property, that could impact the rate. There is a tax rate on the property, which could further impact their total property tax. For example, a homestead property has a lower rate than a commercial property or a property that is not homestead.

Council Member Leehy motioned to approve Resolution 20-50 to adopt the 2021 tax levy and Resolution 20-51 to adopt the 2021 Budget; Approved, 5-0.

F. CONSENT AGENDA:

1. General Disbursements through: 12/01/20 \$8,830.82
Payroll through: 11/30/20 \$17,340.18
2. Approval of City License(s)
3. Appointment of Prosecuting Attorney
4. Appointment of City Attorney
5. Appointment of City Engineer
6. Appointment of City Auditor
7. Designation of Official Newspaper
8. 2021 Cost of Living Adjustment (COLA)
9. Statutory Tort Limits Liability Coverage for the City in 2021
10. Adopting Fee for Beekeeping Permits
11. City Fee Schedule
12. Joint Power Agreement - Establishment of The North East Metropolitan Area Municipal Internetworking Collaborative, to be known as "METRO-INET"

13. Appointment of Dana Dumbacher to the Community Engagement Commission
14. 2020 Year End Budget Amendment(s)
15. Northeast Youth and Family Services Cooperative Service Agreement
16. Extension of Professional Service Agreement for Administrative Direction and Command Services for Fire Service from the City of Roseville

Council Member Wehyee Moved, Approved 5-0.

G: POLICY ITEMS:

1. Garden Ordinance

Molly Just, Interim Community Development Coordinator with WSB

Earlier this year, the City Council directed staff to convene a subcommittee to study gardens in Falcon Heights and prepare language for an ordinance. A survey was conducted and received 322 responses. The subcommittee discussed residential gardens and community gardens. The draft ordinance allows edible landscaping gardens as an accessory use in residential and business districts. The guidelines follow the restrictions in place for native landscaping, requiring them to follow setback requirements. Retail sales of produce from these gardens is not allowed.

The Environment and Planning Commissions have recommended that the City Council adopt the ordinance as written.

Council Member Leehy

I just want to clarify that residents can sell produce grown on their properties elsewhere, the code prohibits selling produce on-site.

Molly Just, Interim Community Development Coordinator with WSB

Correct, thank you for that clarification.

Valentine Cadieux, resident

I am curious whether there is a policy available for renters or other individuals to join community gardens?

Mayor Gustafson

The City has a community garden at the Community Park available for reservation. We have expanded the garden for next year, it has been in operation for a number of years.

Administrator Thongvanh

The City will also reserve a few of the plots for renters and individuals who would not otherwise have access to space for gardening.

Council Member Andrews motioned to adopt Ordinance 20-07 and Summary Ordinance 20-07 to amend Chapters 113 and 154 of City Code; Approved 5-0.

2. Amendment to Chapter 113 Regarding Drive Throughs

Molly Just, Interim Community Development Coordinator with WSB

The City has received a request from the owner of Dino's Mediterranean Fresh at 1700 Snelling Avenue for an ordinance amendment regarding drive throughs at eating establishments. The

City Zoning Code currently prohibits drive throughs for establishments other than financial institutions. City staff have prepared an ordinance on behalf of the applicant that would accommodate their requested amendment. It should be noted that the ordinance would still require the owner to obtain a conditional use permit, which is not a component of this request.

Should the amendment be adopted, the applicant would have to apply for a conditional use permit and this would be reviewed and acted on at a later date.

On November 24, the Planning Commission met and held a public hearing on the ordinance and the majority of the comments received were in opposition. The Commission voted to recommend that the City Council deny the request. Staff recommend denial of the ordinance amendment as written.

Council Member Miazga

I support the staff analysis and would support denial of the ordinance amendment.

Wendy Noble, 1539 Crawford Avenue

On behalf on the neighbors, we appreciate you hearing our voices on this issue.

Administrator Thongvanh

We need a motion to deny the ordinance amendment. A yes vote would be in favor of denial.

Council Member Leehy motioned to deny the draft ordinance amendment and the draft summary amendment to Chapter 113 regarding drive throughs; Approved, 5-0.

3. Accepting Plans Specifications and Ordering Advertisement for Bids for the 2021 Pavement Management Project

Jesse Freihammer, City Engineer

The City has a mill and overlay project for 3.8 miles of city streets proposed for 2021. The cost is still estimated at \$1.1 million, and would include some drainage improvements at Lindig Street.

Tonight, the Council will need to move to approve plans and specifications and order advertisement of bids for the project. In February, the City would open bids and award the contract with construction beginning in May and concluding before the State Fair in August. The final assessment hearing would take place in September 2021.

Council Member Leehy

Thank you for the presentation and for the clarity on the project schedule.

Council Member Wehyee

Will the streets be done simultaneously?

Jesse Freihammer, City Engineer

In the past, work has progressed from west to east or east to west. Most areas will only take 2-3 weeks, but I would anticipate that the roads will not all be done at once.

Council Member Miazga motioned to approve Resolution 20-55 and the summary to approve the plans and specifications to order advertisements for bids for the 2021 Pavement Management Project; Approved, 5-0.

4. Drainage Easement at 1605 Fulham Street

Jesse Freihammer, City Engineer

This is related to the Seminary Pond project. This easement would document the outfall area and would allow the City to do current and future maintenance. Property owners have already signed it. I would recommend approval of the easement as presented.

Council Member Wehyee motioned to approve the drainage easement at 1605 Fulham Street and authorize the administrator to execute all necessary documents; Approved, 5-0.

5. No Parking Resolution – Cleveland Ave from Larpenteur Ave to Como Ave

Jesse Freihammer, City Engineer

As part of the Cleveland Avenue project which is currently under design by Ramsey County, they are asking the City to document the current no parking designations on Cleveland Avenue between Larpenteur and Como. The City will have to enter into agreement regarding cost sharing probably in February, but this is an administrative action the County needs to take first.

Council Member Andrews

Is it correct that this is not changing current restrictions?

Jesse Freihammer, City Engineer

Correct, the parking will still be restricted.

Council Member Andrews motioned to approve Resolution 20-56 prohibiting parking to various sections of Cleveland Avenue; Approved, 5-0.

H. INFORMATION/ANNOUNCEMENTS:

Council Member Andrews

- The first Community Conversation took place last week, it went well. I hope that more people will participate in the next two.

Council Member Leehy

- Also grateful for the first Community Conversation. The next dates are Thursday, December 17 from 6-7:30pm. The final one will be January 7, after which there will be a summary available of all three conversations.
- Registration for the Holiday Light Tour goes through December 14, and the map will be available December 18.

Council Member Miazga

- I would echo Council Member Leehy; A few streets in the area have great holiday lights.

Council Member Wehyee

- The second Community Conversation will be focused on public safety.

- We have Human Rights Day on Thursday, December 10 at 7:00pm. The event will be focused on immigrants and we will have a speaker from the International Institute as well as a panel of community members sharing their experiences.

Mayor Gustafson

- I would like to thank our fire department as we move forward from our community based model and towards a contract with another entity. I would also thank them in advance as we transition to our new contract for fire services.

Administrator Thongvanh

- I'm working on an agreement with Amber Union, the developer that purchased the TIES building. The developer is currently projecting 60% AMI, and they are requesting that we reduce that to 50% AMI so that they can be more competitive. There would be some gap financing they would need, so they are currently looking at submitting a proposal for TIF. The City would continue to receive the base taxes, but taxes incurred on the increased value added by the developer would be waived for a period of time. This would be a proposal brought before council at a future meeting.
- I would like to thank Nalisha Nandkumar for her 18 months with the City.
- After this meeting, any meeting moving forward until further notice will be held by Zoom to reduce risk of COVID-19 spread.

Council Member Leehy

- Public works is looking at creating and maintaining an additional pleasure ice rink this year at the Community Park, weather permitting.

I. 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.

Mike McKay, resident Holton Street

I have been a member of the fire department since 2000. Thank you for letting us serve you. I've enjoyed serving with the department and serving the community. I am disappointed with the lack of transparency with regard to how the dissolution of the department went. It was in the minutes that the public would be able to communicate during the workshop, however this was not allowed. This decision was made last Wednesday, it was not included in the newsletter it was barely mentioned at this meeting. The whole process struck me as if the decision was made in advance and there was very little the community had input on. I don't believe it was in the best interest of the community, and I wish the community would have had an opportunity to have more input.

Hadi Kazemi, resident

I also think that we should maintain our fire department. I don't think that we need to give up the autonomy that we had so far. I feel it has been rushed, my understanding was that it would be an ongoing discussion but it seems that it has already been decided.

J. ADJOURNMENT: 8:36 pm

Randall C. Gustafson, Mayor

Dated this 9th day of December, 2020

Sack Thongvanh, City Administrator

BLANK PAGE



The City That Soars!

REQUEST FOR COUNCIL ACTION

Meeting Date	December 23, 2020
Agenda Item	Consent F1
Attachment	General Disbursements and Payroll
Submitted By	Roland Olson, Finance Director

Item	General Disbursements and Payroll
Description	General Disbursements through: 12/15/20 \$228,501.34 Payroll through: 12/15/20 \$21,344.60
Budget Impact	The general disbursements and payroll are consistent with the budget.
Attachment(s)	<ul style="list-style-type: none"> • General Disbursements and Payroll
Action(s) Requested	Staff recommends that the Falcon Heights City Council approve general disbursements and payroll.

BLANK PAGE

PACKET: 02217 DEC 8 TH PAYABALES

VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----		GROSS	P.O. #		
POST DATE	BANK CODE	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====					
01-03527	DELEGARD TOOL COMPANY				

I-202012087689	TOOLS	211.04			
12/08/2020	APBNK	DUE: 12/08/2020 DISC: 12/08/2020	1099: N		
	TOOLS		601 4601-70120-000	TOOLS	211.04
=== VENDOR TOTALS ===		211.04			

=====					
01-06342	FENIMORE, JOSHUA				
I-202012087688	LOGO FOR CITY	400.00			
12/08/2020	APBNK	DUE: 12/08/2020 DISC: 12/08/2020	1099: N		
	LOGO FOR CITY		101 4112-80330-000	CONSULTANT	400.00
=== VENDOR TOTALS ===		400.00			

=====					
01-03411	FISHER, JON				
I-202012087687	ENERGY EFFICIENCY REBATE	30.50			
12/08/2020	APBNK	DUE: 12/08/2020 DISC: 12/08/2020	1099: N		
	ENERGY EFFICIENCY REBATE		101 4117-89100-000	ENERGY REBATE PROGRAM	30.50
=== VENDOR TOTALS ===		30.50			

=====					
01-05115	GOPHER STATE ONE CALL				
I-110386	LOCATES	68.85			
12/08/2020	APBNK	DUE: 12/08/2020 DISC: 12/08/2020	1099: N		
	LOCATES		601 4601-88030-000	LOCATES	68.85
=== VENDOR TOTALS ===		68.85			

=====					
01-05166	GRAINGER, W. W., INC.				
I-9727163793	EYE WASH SOLUTION	76.31			
12/08/2020	APBNK	DUE: 12/08/2020 DISC: 12/08/2020	1099: N		
	EYE WASH SOLUTION		101 4131-70110-000	SUPPLIES	76.31
I-9728143927	AUTOMATIC HAND SOAP DISPENSER	413.40			
12/08/2020	APBNK	DUE: 12/08/2020 DISC: 12/08/2020	1099: N		
	AUTOMATIC HAND SOAP DISPENSER		401 4401-90200-000	COVID 19 CAPITAL ITEMSs	413.40
=== VENDOR TOTALS ===		489.71			

PACKET: 02217 DEC 8 TH PAYABALES

VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

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

01-05235 JAN-PRO CLEANING SYSTEMS

I-98090		JANITORIAL SVC	346.00		
12/08/2020	APBNK	DUE: 12/08/2020 DISC: 12/08/2020		1099: N	
		JANITORIAL SVC		101 4131-87010-000	CITY HALL MAINTENANCE 225.00
		JANITORIAL SVC		101 4124-61530-000	FIRE HALL CLEANING 121.00
=== VENDOR TOTALS ===			346.00		

01-05873 MCDOWALL COMFORT MGMT

I-631626		COVID 19 HVAC PURIFICATION SY	4,385.00		
12/08/2020	APBNK	DUE: 12/08/2020 DISC: 12/08/2020		1099: N	
		COVID 19 HVAC PURIFICATION SYS		401 4401-90200-000	COVID 19 CAPITAL ITEMS 4,385.00
=== VENDOR TOTALS ===			4,385.00		

01-05263 MID CITY SERVICES- INDUSTRIAL

I-137900		FLOOR MAT SVC	42.15		
12/08/2020	APBNK	DUE: 12/08/2020 DISC: 12/08/2020		1099: N	
		FLOOR MAT SVC		101 4131-87010-000	CITY HALL MAINTENANCE 42.15
=== VENDOR TOTALS ===			42.15		

01-05869 MINNESOTA/WISCONSIN PLAYGROUND

I-100928-04-01		5 PICNIC TABLES	4,988.80		
12/08/2020	APBNK	DUE: 12/08/2020 DISC: 12/08/2020		1099: N	
		5 PICNIC TABLES		403 4403-91000-000	MACHINERY & EQUIPMENT 4,988.80
=== VENDOR TOTALS ===			4,988.80		

01-07312 NESCO LLC

I-202012087686		STROBE LIGHT	64.00		
12/08/2020	APBNK	DUE: 12/08/2020 DISC: 12/08/2020		1099: N	
		STROBE LIGHT		101 4132-70120-000	SUPPLIES 64.00
=== VENDOR TOTALS ===			64.00		

01-06024 ON SITE SANITATION

I-1044133		HAND SANITIZERS RESTROOM	75.00		
12/08/2020	APBNK	DUE: 12/08/2020 DISC: 12/08/2020		1099: N	
		HAND SANITIZERS RESTROOM		601 4601-85080-000	PORTABLE TOILET PARKS 75.00
I-1044134		HAND SANITIZERS PORTABLE REST	160.00		
08/2020	APBNK	DUE: 12/08/2020 DISC: 12/08/2020		1099: N	
		HAND SANITIZERS PORTABLE RESTR		601 4601-85080-000	PORTABLE TOILET PARKS 160.00
=== VENDOR TOTALS ===			235.00		

PACKET: 02217 DEC 8 TH 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

01-06053 OREILLY AUTO PARTS

I-3243-268127		OIL FILTERS AND OIL	52.98			
12/08/2020	APBNK	DUE: 12/08/2020 DISC: 12/08/2020		1099: N		
		OIL FILTERS AND OIL		101 4132-70120-000	SUPPLIES	52.98

I-3243-268149		OIL FILTERS AND OIL	59.95			
12/08/2020	APBNK	DUE: 12/08/2020 DISC: 12/08/2020		1099: N		
		OIL FILTERS AND OIL		101 4132-70120-000	SUPPLIES	59.95

=== VENDOR TOTALS === 112.93

01-05374 TENNIS SANITATION LLC

I-2808507		RECYCLING	6,463.75			
12/08/2020	APBNK	DUE: 12/08/2020 DISC: 12/08/2020		1099: N		
		RECYCLING		206 4206-82030-000	RECYCLING CONTRACTS	6,463.75

I-2808508		SWMT CEC RECYCLING	66.50			
12/08/2020	APBNK	DUE: 12/08/2020 DISC: 12/08/2020		1099: N		
		SWMT CEC RECYCLING		101 4131-87010-000	CITY HALL MAINTENANCE	66.50

=== VENDOR TOTALS === 6,530.25

01-06628 SACK THONGVANH

I-202012087690		NOV TO DEC CELL PHONE REIMB	200.00			
12/08/2020	APBNK	DUE: 12/08/2020 DISC: 12/08/2020		1099: N		
		NOV TO DEC CELL PHONE REIMB		101 4131-85015-000	CELL PHONE	100.00
		NOV TO DEC CELL PHONE REIMB		601 4601-85015-000	CELL PHONE	100.00

=== VENDOR TOTALS === 200.00

01-07892 TURI, JOHN

I-202012087685		ENERGY EFFICIENCY REBATE	43.00			
12/08/2020	APBNK	DUE: 12/08/2020 DISC: 12/08/2020		1099: N		
		ENERGY EFFICIENCY REBATE		101 4117-89100-000	ENERGY REBATE PROGRAM	43.00

=== VENDOR TOTALS === 43.00

01-05737 VERIZON WIRELESS

I-984185753-00001		CELL PHONE	58.40			
12/08/2020	APBNK	DUE: 12/08/2020 DISC: 12/08/2020		1099: N		
		CELL PHONE		101 4131-85015-000	CELL PHONE	58.40

=== VENDOR TOTALS === 58.40

PACKET: 02217 DEC 8 TH PAYABALES

VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

```

-----ID-----
POST DATE  BANK CODE  -----DESCRIPTION-----  GROSS  P.O. #
DISCOUNT  G/L ACCOUNT  -----ACCOUNT NAME-----  DISTRIBUTION
=====
01-07205  ZEP SALES & SERVICE

```

I-9005777342		TOUCH FREE SOAP & DISPENSER	337.24			
12/08/2020	APBNK	DUE: 12/08/2020 DISC: 12/08/2020		1099: N		
		TOUCH FREE SOAP & DISPENSER		101 4141-70100-000	SUPPLIES	337.24
=== VENDOR TOTALS ===			337.24			
=== PACKET TOTALS ===			18,542.87			

PACKET: 02220 DEC 15 PAYABLES

VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-00098	ARAMARK					
I-1004914842		LINEN CLEANING	77.57			
12/15/2020	APBNK	DUE: 12/15/2020 DISC: 12/15/2020		1099: N		
		LINEN CLEANING		101 4124-82011-000	LINEN CLEANING	77.57
=====						
I-10049225300		LINEN CLEANING	75.57			
12/15/2020	APBNK	DUE: 12/15/2020 DISC: 12/15/2020		1099: N		
		LINEN CLEANING		101 4124-82011-000	LINEN CLEANING	75.57
		=== VENDOR TOTALS ===	153.14			
=====						
01-00875	BHE COMMUNITY SOLAR, LLC					
I-10899201		CITH HALL SOLAR GARDEN	865.00			
12/14/2020	APBNK	DUE: 12/14/2020 DISC: 12/14/2020		1099: N		
		CITH HALL SOLAR GARDEN		101 4131-85025-000	SOLAR ELECTRIC	865.00
		=== VENDOR TOTALS ===	865.00			
=====						
01-03001	CAMPBELL KNUTSON					
I-2077		NOV LEGALS	572.60			
12/14/2020	APBNK	DUE: 12/14/2020 DISC: 12/14/2020		1099: Y		
		NOV LEGALS		101 4114-80200-000	LEGAL FEES	572.60
		=== VENDOR TOTALS ===	572.60			
=====						
01-03117	CITY OF LITTLE CANADA					
I-202012147693		JULY TO NOV BLDG PERMITS	24,126.75			
12/14/2020	APBNK	DUE: 12/14/2020 DISC: 12/14/2020		1099: N		
		JULY TO NOV BLDG PERMITS		101 4117-81210-000	BUILDING INSPECTORS	24,126.75
		=== VENDOR TOTALS ===	24,126.75			
=====						
01-06290	CITY OF ROSEVILLE					
I-229653		IT SVCS	3,693.00			
12/15/2020	APBNK	DUE: 12/15/2020 DISC: 12/15/2020		1099: N		
		OCT IT SVCS		101 4116-85070-000	TECHNICAL SUPPORT	1,817.75
		OCT IT SVCS		101 4124-85070-000	NETWORK/TECH SUPPORT(I-N	1,189.80
		OCT IT SVCS		101 4132-85070-000	NETWORK/TECH SUPPORT(I-N	297.45
		OCT IT EQUIP		101 4116-85070-000	TECHNICAL SUPPORT	185.00
		SOFTWARE LICENSING		101 4116-70100-000	SUPPLIES	203.00
=====						
I-229680		ENGINEERING	4,082.18			
12/15/2020	APBNK	DUE: 12/15/2020 DISC: 12/15/2020		1099: N		
		2021 PMP ENGINEERING		419 4419-80100-000	ENGINEERING	3,478.76
		2021 PMP ENGINEERING		101 4133-80100-000	ENGINEERING SERVICES	603.42
		=== VENDOR TOTALS ===	7,775.18			

PACKET: 02220 DEC 15 PAYABLES

VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-03122	CITY OF ST PAUL					
I-IN43793		ASPHALT MIX	66.93			
12/15/2020	APBNK	DUE: 12/15/2020 DISC: 12/15/2020		1099: N		
		ASPHALT MIX		101 4132-75000-000	BITUMINOUS PATCHING	66.93
		=== VENDOR TOTALS ===	66.93			
=====						
01-03530	CRAMER MARKEETING GRP					
I-35738		W 2S AND 1099S	82.33			
12/15/2020	APBNK	DUE: 12/15/2020 DISC: 12/15/2020		1099: N		
		W 2S AND 1099S		101 4113-70100-000	SUPPLIES	82.33
		=== VENDOR TOTALS ===	82.33			
=====						
01-04570	JOSEPH, KATRINA E.					
I-107		NOV PROSECUTIONS	2,500.00			
12/14/2020	APBNK	DUE: 12/14/2020 DISC: 12/14/2020		1099: Y		
		NOV PROSECUTIONS		101 4123-80200-000	LEGAL FEES	2,500.00
		=== VENDOR TOTALS ===	2,500.00			
=====						
01-05450	LEAGUE MN CITIES INS TRST					
I-202012157698		WORKERS COMP INSURANCE 2021	48,845.00			
12/15/2020	APBNK	DUE: 12/15/2020 DISC: 12/15/2020		1099: N		
		WORKERS COMP INSURANCE 2021		101 15500-000	PREPAID EXPENDITURES	45,845.00
		WORKERS COMP INSURANCE 2021		601 15500-000	PREPAID EXPENSE	2,000.00
		WORKERS COMP INSURANCE 2021		602 15500-000	PREPAID EXPENSES	1,000.00
		=== VENDOR TOTALS ===	48,845.00			
=====						
01-05509	LEAGUE OF MN CITIES					
I-327098		LMC MEMBERSHIP	5,919.00			
12/14/2020	APBNK	DUE: 12/14/2020 DISC: 12/14/2020		1099: N		
		LMC MEMBERSHIP		101 4111-86140-000	COMMISSIONS/MEMBERSHIPS/	5,919.00
		=== VENDOR TOTALS ===	5,919.00			
=====						
01-05440	LOFFLER COMPANIES, INC					
I-3584895L		COPIER CRGES	34.65			
12/15/2020	APBNK	DUE: 12/15/2020 DISC: 12/15/2020		1099: N		
		COPIER CRGES		101 4112-87000-000	REPAIR OFFICE EQUIPMENT	34.65
		=== VENDOR TOTALS ===	34.65			

PACKET: 02220 DEC 15 PAYABLES

VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
BT DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-05670	METRO PRODUCTS INC					
I-55900		SCREWS AND TY WRAPS	33.02			
12/14/2020	APBNK	DUE: 12/14/2020 DISC: 12/14/2020		1099: N		
		SCREWS AND TY WRAPS		101 4131-70110-000	SUPPLIES	33.02
=== VENDOR TOTALS ===			33.02			
=====						
01-05973	NORTH SUBURBAN ACCESS CORPORAT					
I-2020-233		MAYORS MESSAGE	182.00			
12/15/2020	APBNK	DUE: 12/15/2020 DISC: 12/15/2020		1099: N		
		MAYORS MESSAGE		101 4116-85050-000	CABLE TV	182.00
=== VENDOR TOTALS ===			182.00			
=====						
01-06185	RAMSEY COUNTY					
I-RISK 002081		INS/ DISAB ILITY/ LIFE INS	866.38			
12/14/2020	APBNK	DUE: 12/14/2020 DISC: 12/14/2020		1099: N		
		INS/ DISAB ILITY/ LIFE INS		101 4112-89000-000	MISCELLANEOUS	866.38
=== VENDOR TOTALS ===			866.38			
=====						
01-06184	RAMSEY COUNTY - POLICE AND 911					
I-EMCOM 008898		RADIO FLEET SUPPORT	68.64			
12/14/2020	APBNK	DUE: 12/14/2020 DISC: 12/14/2020		1099: N		
		RADIO FLEET SUPPORT		101 4124-86800-000	RADIO MESB/FLEET SUPPORT	68.64
I-EMCOM 008931		CAD NOV	530.66			
12/14/2020	APBNK	DUE: 12/14/2020 DISC: 12/14/2020		1099: N		
		CAD NOV		101 4122-81200-000	911 DISPATCH FEES	530.66
I-EMCOM 008947		911 DISPATCH	2,739.96			
12/14/2020	APBNK	DUE: 12/14/2020 DISC: 12/14/2020		1099: N		
		911 DISPATCH		101 4122-81200-000	911 DISPATCH FEES	2,739.96
I-SHRFL 001938		DEC POLICE SVCS	97,675.43			
12/15/2020	APBNK	DUE: 12/15/2020 DISC: 12/15/2020		1099: N		
		DEC POLICE SVCS		101 4122-81000-000	POLICE SERVICES	97,675.43
=== VENDOR TOTALS ===			101,014.69			

PACKET: 02220 DEC 15 PAYABLES

VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

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

01-06141 SHI INTERNATIONAL GROUP

I-12647775		SMART BUY ELITE WORKBOOK	2,432.00			
12/14/2020	APBNK	DUE: 12/14/2020 DISC: 12/14/2020		1099: N		
		SMART BUY ELITE WORKBOOK		101 4112-70100-000	SUPPLIES	2,432.00
=== VENDOR TOTALS ===			2,432.00			

01-05195 TYLER TECHNOLOGIES

I-025-315173		ANNUAL SOFTWARE MAINTENANCE	7,238.78			
12/15/2020	APBNK	DUE: 12/15/2020 DISC: 12/15/2020		1099: N		
		ANNUAL SOFTWARE MAINTENANCE		101 15500-000	PREPAID EXPENDITURES	7,238.78
=== VENDOR TOTALS ===			7,238.78			

01-05784 UPPER CUT TREE SERVICES

I-4889		1732 ALBERT TREE REMOVAL	3,500.00			
12/15/2020	APBNK	DUE: 12/15/2020 DISC: 12/15/2020		1099: N		
		1732 ALBERT TREE REMOVAL		101 4134-84020-000	TREE REMOVAL	3,500.00
=== VENDOR TOTALS ===			3,500.00			

01-05737 VERIZON WIRELESS

I-9867897342		FIRE INSPECTOR CELL PHONE	80.02			
12/15/2020	APBNK	DUE: 12/15/2020 DISC: 12/15/2020		1099: N		
		FIRE INSPECTOR CELL PHONE		101 4117-85015-000	CELL PHONE	80.02
=== VENDOR TOTALS ===			80.02			

01-05870 XCEL ENERGY

I-202012147694		ELECT HOYT AND SNELLING LIGHT	1,000.68			
12/14/2020	APBNK	DUE: 12/14/2020 DISC: 12/14/2020		1099: N		
		ELECT HOYT AND SNELLING LIGHT		209 4209-85020-000	STREET LIGHTING POWER	1,000.68
I-202012147695		ELECT	585.91			
12/14/2020	APBNK	DUE: 12/14/2020 DISC: 12/14/2020		1099: N		
		ELECT		101 4141-85020-000	ELECTRIC/GAS	20.44
		GAS		101 4131-85040-000	WATER	488.11
		ELECT		209 4209-85020-000	STREET LIGHTING POWER	0.20
		ELECT		209 4209-85020-000	STREET LIGHTING POWER	9.82
		ELECT		209 4209-85020-000	STREET LIGHTING POWER	44.53
		ELECT		209 4209-85020-000	STREET LIGHTING POWER	18.02
		ELECT		209 4209-85020-000	STREET LIGHTING POWER	3.84
		ELECT		209 4209-85020-000	STREET LIGHTING POWER	0.95

PACKET: 02220 DEC 15 PAYABLES

VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----		GROSS	P.O. #		
POST DATE	BANK CODE	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====					
01-05870	XCEL ENERGY				(** CONTINUED **)

I-202012157697	ELECT	2,084.41			
12/15/2020	APBNK		1099: N		
	DUE: 12/15/2020				
	DISC: 12/15/2020				
	ELECT		101 4141-85020-000	ELECTRIC/GAS	28.09
	ELECT		101 4131-85040-000	WATER	43.96
	ELECT		209 4209-85020-000	STREET LIGHTING POWER	2,012.36
	=== VENDOR TOTALS ===	3,671.00			
	=== PACKET TOTALS ===	209,958.47			

EMP #	NAME	AMOUNT
005	SACK THONGVANH	3,814.90
01-1022	NALISHA WILLIAMS	4,580.45
01-1023	ASHLEIGH WALTER	1,415.74
01-1136	ROLAND O OLSON	2,783.59
01-0132	ANDREW K TEMME	183.94
01-1030	TIMOTHY J PITTMAN	2,239.40
01-1033	DAVE TRETSEVEN	1,773.45
01-1143	COLIN B CALLAHAN	1,860.00

TOTAL PRINTED: 8 18,651.47

12-10-2020 8:13 AM PAYROLL CHECK REGISTER
 PAYROLL NO: 01 City of Falcon Heights

PAGE: 1
 PAYROLL DATE: 12/10/2020

EMP NO	EMPLOYEE NAME	TYPE	CHECK DATE	CHECK AMOUNT	CHECK NO.
085	ANDERSON, KEVIN	R	12/10/2020	195.77	090066
087	JOHNSON-POWERS, DANIEL S	R	12/10/2020	243.88	090067
095	MCKAY, MICHAEL A	R	12/10/2020	198.99	090068
097	POESCHL, MICHAEL J	R	12/10/2020	102.67	090069
124	GAFFNEY, PATRICK	R	12/10/2020	278.32	090070
135	KRUSE, MICHAEL D	R	12/10/2020	149.91	090071
137	MCCANN, MORGAN B	R	12/10/2020	109.36	090072
139	WATTENHOFER, DANIEL J	R	12/10/2020	189.90	090073
140	RAVEN, WILLIAM M	R	12/10/2020	273.39	090074
141	CARLSON, RYAN J	R	12/10/2020	184.55	090075
142	HURNEY, PAYTON	R	12/10/2020	109.36	090076
143	THAO, ASHA	R	12/10/2020	95.76	090077
144	MALENFANT, JONAH M	R	12/10/2020	184.43	090078
145	OVERBY, IAN W	R	12/10/2020	95.76	090079
172	NEFF, KEVIN C	R	12/10/2020	47.74	090080
	ARCAND, MICHAEL W	R	12/10/2020	233.34	090081

12-10-2020 8:13 AM PAYROLL CHECK REGISTER
 PAYROLL NO: 01 City of Falcon Heights

PAGE: 2
 PAYROLL DATE: 12/10/2020

*** REGISTER TOTALS ***

REGULAR CHECKS:	16	2,693.13
DIRECT DEPOSIT REGULAR CHECKS:	8	18,651.47
MANUAL CHECKS:		
PRINTED MANUAL CHECKS:		
DIRECT DEPOSIT MANUAL CHECKS:		
VOIDED CHECKS:		
NON CHECKS:		
TOTAL CHECKS:	24	21,344.60

*** NO ERRORS FOUND ***



The City That Soars!

REQUEST FOR COUNCIL ACTION

Meeting Date	December 23, 2020
Agenda Item	Consent F2
Attachment	N/A
Submitted By	Ashleigh Walter Administrative & Communications Coordinator

Item	Approval of City License(s)
Description	<p>The following individuals/entities have applied for a <u>Municipal Business License</u> for 2021. Staff have received the necessary documents for licensure.</p> <ol style="list-style-type: none"> 1. The Good Acre 2. Hermes Floral 3. Merwin's Liquors 4. National Dentex Twin Cities Laboratories 5. Eighty Eight Notes School of Music 6. Get Pressed Dry Cleaning & Laundry 7. Out on a Limb Dance Company 8. Arthur Wayne, LLC <p>The following individuals/entities have applied for a <u>Refuse Hauler License</u> for 2021. Staff have received the necessary documents for licensure.</p> <ol style="list-style-type: none"> 1. Waste Management <p>The following individuals/entities have applied for a <u>Restaurant License</u> for 2021. Staff have received the necessary documents for licensure.</p> <ol style="list-style-type: none"> 1. Muy Pizza Minnesota, LLC <p>The following individuals/entities have applied for a <u>Tree Contractors License</u> for 2021. Staff have received the necessary documents for licensure.</p> <ol style="list-style-type: none"> 1. Hugo's Tree Care, Inc. 2. Precision Landscape & Tree, Inc. <p>The following individuals/entities have applied for a <u>Multifamily Rental Dwelling License</u> for 2021. Staff have received the necessary documents for licensure.</p> <ol style="list-style-type: none"> 1. Bruce P. Rubinger/Sidal Realty- 1710, 1720, 1730, 1740 Larpenteur Ave W (Larpenteur Manor) <p>(continued on next)</p>

	<p>The following individuals/entities have applied for a <u>Single Family Rental Dwelling License</u> for 2021. Staff have received the necessary documents for licensure.</p> <ol style="list-style-type: none"> 1. Holy MP Properties/Heather Grace Harney- 1357 Larpenteur Ave W 2. Scott Hayes- 1881, 1885, 1889, 1893, 1897 Larpenteur Ave W 3. Adam Drew Heil- 1475 Larpenteur Ave W, #1, #2, #3
	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.



The City That Soars!

REQUEST FOR COUNCIL ACTION

Meeting Date	December 23, 2020
Agenda Item	Consent F3
Attachment	Resolution
Submitted By	Sack Thongvanh, City Administrator

Item	Appointment of Paul Moretto to the position of Planner/Community Development Coordinator
Description	Paul Moretto has accepted the position of Planner/Community Development Coordinator after the resignation of Justin Markon.
Budget Impact	This position has been budgeted for in 2021.
Attachment(s)	<ul style="list-style-type: none"> • Offer Letter • Resolution 20-57 Appointment of Paul Moretto to the position of Planner/Community Development Coordinator
Action(s) Requested	Staff recommends approval of attached resolution appointing Paul Moretto to the position of Planner/Community Development Coordinator.

BLANK PAGE



CITY OF
FALCON HEIGHTS

2077 W. Larpentour Avenue
Falcon Heights, MN 55113-5594

email: mail@falconheights.org
website: www.falconheights.org

The City That Soars!

Phone - (651) 792-7600
Fax - (651) 792-7610

December 10, 2020

Paul Moretto
5825 Teakwood Lane N #D
Plymouth, MN 55442

Re: Planner/Community Development Coordinator

Dear Mr. Paul Moretto,

Congratulations, I would like to offer the position of Planner/Community Development Coordinator for the City of Falcon Heights. We are very excited that you will be joining our team. The City Council will have to formally approve your appointment. You do not need to be in attendance at that meeting but are welcome to come if you so desire. In addition, this appointment is contingent on a background check.

Your starting annual salary will be \$63,000 with a start date TBD, and per the personnel policy, you will be eligible for your first step increase of 5% in six months and then another step increase of 5% in 18 months. This is not in lieu of the annual employee COLA increases. This is a 40 hour per week, non-exempt position. The expectation is that there will be some night meetings that you will need to attend as discussed for the Planning Commission and Environment Commission. For any hours worked beyond 40 in a week, you will earn Comp Time.

You are eligible for all employee benefits including health, dental, life, short-term disability and long-term disability insurance. In addition, you will accrue vacation and sick time as per the personnel policy. Finance Director Roland Olson will be contacting you soon to discuss benefits.

Finally, per the personnel policy, you will be placed on a 6-month probationary period to begin your employment.

We look forward to working with you and are very excited about you joining our team. If you have any further questions, please feel free to call me at (651) 792-7611.

Sincerely,

Sack Thongvanh, City Administrator

BLANK PAGE

**CITY OF FALCON HEIGHTS
COUNCIL RESOLUTION**

December 23, 2020

No. 20-57

**RESOLUTION APPOINTING PAUL MORETTO TO THE POSITION OF
PLANNER/COMMUNITY DEVELOPMENT COORDINATOR FOR THE CITY OF FALCON
HEIGHTS**

WHEREAS, on September 3, 2020, Justin Markon, Community Development Coordinator submitted his letter of resignation; and

WHEREAS, thereafter the position was posted and candidates were interviewed by the City Administrator and Staff; and

WHEREAS, the position was offered and accepted by Paul Moretto; and

WHEREAS, Paul Moretto has a start date of December 28th, 2020.

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

1. Appoint Paul Moretto to the position of Planner/Community Development Coordinator, and
2. Per the Personnel Policy, new employees are put on a six-month probation period, and
3. Authorize compensation of \$30.28 per hour (\$63,000/year).

Moved by:

Approved by: _____

Randall C. Gustafson
Mayor

GUSTAFSON _____ In Favor
MIAZGA
ANDREWS _____ Against
LEEHY
WEHYEE

Attested by: _____

Sack Thongvanh
City Administrator

BLANK PAGE



The City That Soars!

REQUEST FOR COUNCIL ACTION

Meeting Date	December 23, 2020
Agenda Item	Consent F4
Attachment	Resolution
Submitted By	Sack Thongvanh, City Administrator

Item	Appointment of Christopher LaCasse to the Park and Recreation Commission
Description	<p>City Staff and the Chair for the Park and Recreation Commission interviewed Mr. Christopher LaCasse for the Park and Recreation Commission. His Commission application is below.</p> <p>Date: 11/24/2020</p> <p>Name: Christopher LaCasse</p> <p>In Which Capacity Would You Like to Serve? Park and Recreation Commission</p> <p>What is the Reason You Would Like to Serve? As a father of a young son with another on the way, I place a huge emphasis on the importance of parks and activities for our community. Open space and great parks is a big reason we moved to Falcon Heights. I'd be honored to serve and assist in making these resources even better.</p> <p>List Prior (Previous) Public Service: I am an attorney with previous experience representing cities in real estate and bonding matters. Currently, I work as an attorney for Pentair plc but would like to use my previous experience to be an asset to my community.</p>
Budget Impact	N/A
Attachment(s)	<ul style="list-style-type: none"> • Resolution 20-58 Appointment of Christopher LaCasse to the Park and Recreation Commission.
Action(s) Requested	Staff recommends approval of attached resolution appointing Christopher LaCasse to the Park and Recreation Commission.

BLANK PAGE

**CITY OF FALCON HEIGHTS
COUNCIL RESOLUTION**

December 23, 2020

No. 20-58

**RESOLUTION APPOINTING CHRISTOPHER LACASSE TO THE FALCON HEIGHTS PARK
AND RECREATION COMMISSION**

WHEREAS, the Park and Recreation Commission shall serve in an advisory capacity to the City Council on all policy matters relating to public parks, facilities and recreation programs; and

WHEREAS, City Staff, Chair of the Park and Recreation Commission and the Mayor has interviewed Christopher LaCasse and recommends appointment to the Falcon Heights Park and Recreation Commission.

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

1. That the appointment is approved and adopted by the City Council of the City of Falcon Heights.

Moved by:

Approved by: _____

Randall C. Gustafson
Mayor

GUSTAFSON _____ In Favor
MIAZGA
ANDREWS _____ Against
LEEHY
WEHYEE

Attested by: _____

Sack Thongvanh
City Administrator

BLANK PAGE



The City That Soars!

REQUEST FOR COUNCIL ACTION

Meeting Date	December 23, 2020
Agenda Item	Consent F5
Attachment	Resolution
Submitted By	Ashleigh Walter Administration & Communications Coordinator

Item	Resignation of Tom Williams from the Planning Commission
Description	Tom Williams joined the Planning Commission in July 2014, and has served on the Commission for two full terms. Mr. Williams submitted his letter of resignation on December 14, effective December 31, 2020.
Budget Impact	N/A
Attachment(s)	<ul style="list-style-type: none"> • Resolution 20-59 Resignation of Tom Williams from the Community Engagement Commission
Action(s) Requested	Staff recommends approval of attached resolution accepting the resignation of Tom Williams from the Planning Commission and thank him for his 6+ years of service on the Commission and dedication to the City of Falcon Heights.

BLANK PAGE

CITY OF FALCON HEIGHTS
COUNCIL RESOLUTION

December 23, 2020

No. 20-59

**RESOLUTION ACCEPTING THE RESIGNATION OF TOM WILLIAMS FROM THE
FALCON HEIGHTS PLANNING COMMISSION**

WHEREAS, the City appointed Tom Williams on August 13, 2014 as a member of the City of Falcon Heights Planning Commission; and

WHEREAS, on December 14, 2020, Tom Williams submitted his letter of resignation effective December 31, 2020;

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

1. That the "Letter of Resignation" is accepted by the City Council of the City of Falcon Heights.

Moved by:

Approved by: _____

Randall C. Gustafson
Mayor

GUSTAFSON _____ In Favor
MIAZGA
ANDREWS _____ Against
LEEHY
WEHYEE

Attested by: _____

Sack Thongvanh
City Administrator

BLANK PAGE



The City That Soars!

REQUEST FOR COUNCIL ACTION

Meeting Date	December 23, 2020
Agenda Item	Consent F6
Attachment	Agreement
Submitted By	Jesse Freihammer, City Engineer

Item	Renewal of Ramsey County GIS User Group Joint Powers Agreement
Description	<p>The Ramsey County User Group is an alliance formed in 1995 between public agencies interested in utilizing geographic information systems (GIS) data that has been created by the agencies and maintained by Ramsey County. The Ramsey County GIS Users Group is seeking the renewal of its Joint Powers Agreement for the five-year period 2021-2025. The agreement has been updated numerous times throughout the years with the most recently in 2018. The new agreement is the same as previous agreements other than the dates and minor language changes.</p> <p>The joint powers agreement allows each member organization to add its own unique data to the County data provided in this agreement, to create a rich and powerful tool to assist in organizational decision-making and day-to-day operations. The Users Group is seen as a model in the metropolitan area in how units of government can work in collaboration to effectively exchange and utilize GIS data, services and knowledge.</p>
Budget Impact	<p>The annual fee for the Ramsey County GIS User Group membership for Falcon Heights since 2012 has been around \$536. The annual fees are determined on a factor of the population served based on the Census. There is no expected significant change to the current fee in 2021. As a member of the Users Group, Falcon Heights has access to Ramsey County's GIS data and is provided physical features and aerial photography updates. Working together through the Users Group allows the Ramsey County city members significant cost savings in maintaining and purchasing of essential GIS data.</p>
Attachment	<ul style="list-style-type: none"> • Ramsey County GIS User Group JPA
Action(s) Requested	<p>Motion to approve the Joint Powers Agreement with the Ramsey County GIS User Group and authorize the City Administrator to execute all necessary documents.</p>

BLANK PAGE

JOINT POWERS AGREEMENT

AMONG

MEMBERS OF THE RAMSEY COUNTY GEOGRAPHIC INFORMATION SYSTEMS USERS GROUP

This JOINT POWERS AGREEMENT ("Agreement") is entered into pursuant to the provisions of Minn. Stat. §471.59 among Governmental Units for the purposes of forming the Ramsey County Geographic Information System Users Group ("Users Group").

ARTICLE I. INTENT OF THIS AGREEMENT

In 1995, an informal alliance, known as the Ramsey County Geographic Information System Users Group ("Users Group"), was formed among Governmental Units interested in using Geographic Information Systems (GIS) and data created and maintained by Ramsey County. This agreement is intended to establish and enable the Users Group to represent the parties to this Agreement for the purposes of undertaking negotiations and transactions.

ARTICLE II. DEFINITIONS

Section 1. **Members** means those Governmental Units that have executed this Joint Powers Agreement and have paid the annual membership dues as provided in Article X.

Section 2. **Governmental Unit** has the meaning set forth in Minnesota Statutes §471.59.

Section 3. **Users Group** means a group made up of one representative of each Member with the powers and responsibilities described in this Agreement.

ARTICLE III. GIS BOARD OF DIRECTORS STRUCTURE

Section 1. There is hereby created a GIS Board of Directors (Board).

Section 2. Each Member shall appoint one person to serve as a Director. Each Member may also appoint a person to serve as an Alternate Director. Members shall notify the Board in writing if the Director or Alternate Director changes.

Section 3. The Board shall have the following officers: a Chair, Vice Chair, Secretary, and Treasurer (Officers).

Section 4. All Officers will be elected by the Board in the first meeting of the agreement's term as identified in Article X. Section 1. The Chair will be elected to a one-year term. The Vice-chair will be elected as Vice-chair in year one and Chair in year two. The Secretary will be elected annually for a three year term in which they will serve as Secretary in year one, Vice-chair in year two, and Chair in year three. The Treasurer will be elected by the Board for a five year term coinciding with the term of this agreement. Any Officer vacancies will be elected by the Board as-needed.

Section 5. The Officers shall serve on a voluntary basis without pay.

Section 6. A quorum will consist of at least 40% of the full membership of the Board, whether or not all vacancies have been filled.

Section 7. Decisions of the Board will be made by a majority of the quorum. Directors may vote and participate in all meeting proceedings from a remote site pursuant to Minnesota Statute 13D.02.

ARTICLE IV. DUTIES OF THE GIS BOARD OF DIRECTORS

Section 1. The Board shall meet at least two times per year.

Section 2. The Board shall approve and adopt the formula for the Users Group member dues annually by December 31 for the following year.

Section 3. The Board shall arrange for and facilitate regular meetings of the Users Group and for Users Group activities. Meetings shall be held in accordance with Minnesota Statute 13D.01 .

Section 4. The Chair presides at Users Group meetings. The Vice Chair will preside in the absence of the Chair. The Secretary is responsible for recording the proceedings of the Board and communicating these proceedings to all Member organizations. The Treasurer is responsible for the funds and financial records of the Board.

Section 5. The Chair and the Treasurer must sign vouchers or orders disbursing funds of the Users Group. Disbursement will be made in the method prescribed by law for statutory cities.

Section 6. The Board may take such actions as it deems necessary and convenient to accomplish the general purposes of this Agreement.

Section 7. The Board shall purchase liability insurance on behalf of the Users Group to insure against liability of the Users Group and its constituent Members.

Section 8. The Board may:

- (i) Enter into contracts to carry out its powers and duties, in full compliance with any competitive bidding requirements imposed by State or local law;
- (ii) Provide for the prosecution, defense, or other participation in proceedings at law or in equity in which it may have an interest;
- (iii) Employ such persons as it deems necessary on a part-time, full-time, or consultancy basis;
- (iv) Purchase, hold, or dispose of real and personal property;
- (v) Contract for space, commodities or personal services with a Member or group of Members;
- (vi) Accept gifts, apply for and use grants or loans of money or other property from the state, the United States of America, and from other government units and may enter into agreements in connection therewith and hold, use and dispose of such money or property in accordance with the terms of the gift, grant, loan or agreement relating thereto;
- (vii) Appoint a fiscal agent.

ARTICLE V. NEW MEMBERS

Section 1. Any Governmental Unit that is not a party to the initial Agreement may join as a Member at any time.

Section 2. To become a Member, a local unit of government shall adopt a resolution and shall sign this Joint Powers Agreement.

Section 3. New Members will pay the annual membership dues for the year in which the new Member is joining, as set by the Board pursuant to Article IV, Section 2, as calculated by the current formula. Fees will not be pro-rated for new Members who join after January 1 of each year.

ARTICLE VI. GIS DATA TO BE EXCHANGED AS PART OF THIS AGREEMENT

Section 1. Members agree to exchange any GIS data with Ramsey County and with any requesting Member for the requesting party's own use where that GIS data has been in some way derived and/or developed from the County GIS Data accessed through this Agreement or future agreements between the Users Group and Ramsey County. Members agree to exchange with Ramsey County and with any other Member any attribute data that it has created and maintained where that data can be associated to a parcel using a parcel identifier. Members also agree to exchange any building permit data requested by Ramsey County for the identification of future physical feature data base updates.

Section 2. The Board will negotiate with Ramsey County on behalf of the Members in all matters deemed necessary relating to supply of GIS data generated by a Member.

ARTICLE VII. DATA ACCESS AND USAGE

Section 1. All Members shall have equal rights to access Ramsey County GIS Data.

Section 2. Data generated by Ramsey County and provided to Members may not be sold in its original form to third party agencies. However, a Member may allow use of the original data by a third party for specific contracted purposes.

Section 3. Data which results from enhancement of Ramsey County GIS Data by a Member, received pursuant to this Agreement, may be made available to a third party.

Section 4. All Members will adhere to future Users Group license agreements for County or other agency GIS data.

ARTICLE VIII. DATA SECURITY

All Members agree to abide by the data privacy and data security standards of the Member when using Ramsey County GIS Data or any derivative or enhancement of the data.

ARTICLE IX. FINANCIAL MATTERS

Section 1. The fiscal year of the Users Group is the calendar year.

Section 2. The Board shall adopt an annual budget prior to December 31 of each year for each succeeding year. The Board will give an opportunity to each Member to comment or object to the proposed budget before adoption. Notice of the adopted budget must be distributed promptly thereafter to the appointed Director of each Member.

Section 3. Operational costs shall be shared according to a method agreed upon by majority decision of the Board of Directors. The costs could be met by membership dues. These costs could include Users Group administrative costs, purchase of liability insurance, and others as appropriate.

Section 4. Annual Membership Dues: Members shall commit to payment of Annual Membership Dues, except where limited by State Statutes.

Section 5. Billings to the Members are due and payable no later than 60 days after the receipt of the invoice. In the event of a dispute as to the amount of a billing, a Member must nevertheless make payment as billed to preserve membership status. The Member may make payment subject to its right to dispute the bill and exercise any remedies available to it. Failure to pay a billing within 60 days results in suspension of voting privileges of the Member Director. Failure to pay a billing within 120 days is grounds for termination of membership, but the Users Group's right to receive payment survives termination of membership.

ARTICLE X. TERM

Section 1. The Term of this Agreement is January 1, 2021, through December 31, 2025.

Section 2. Based on the annual review of the operating procedures within the Agreement conducted by the Board, a new Agreement will be developed and circulated at least three months prior to December 31, 2025 and be agreed upon and signed on or before December 31, 2025.

ARTICLE XI. TERMINATION

Each Member shall have the right to terminate its membership and participation in the Users Group by formal resolution of the Member's organization and communicated to the Board in writing. However, the Member is still obligated to its financial commitments for the year during which termination of membership occurs.

These commitments include:

- (i) Any balance of the Annual Membership Dues. This commitment applies to all Members;
- (ii) Any balance owing on Special Projects Assessments. This commitment applies to Members which have entered into any special project agreement(s).

ARTICLE XII. DISSOLUTION

Section 1. The Users Group may be dissolved by a two-thirds vote of its Members in good standing. Dissolution is mandatory when the Secretary has received certified copies of resolutions adopted by the governing bodies of the required number of Members requesting dissolution.

Section 2. In the event of a dissolution, the Board must determine the measures necessary to effect the dissolution and must provide for the taking of such measures as promptly as circumstances permit, subject to the provisions of this Agreement and law.

Section 3. In the event of dissolution, following the payment of all outstanding obligations, assets of the Users Group will be distributed among the then existing Members in direct proportion to their cumulative annual contributions. If those obligations exceed the assets of the Users Group, the net deficit of the Users Group will be charged to and paid by the then existing Members in direct proportion to their cumulative annual contributions.

ARTICLE XIII. ACCESS TO DOCUMENTS

Until the expiration of six years after this Agreement terminates, the Users Group shall make available to the Member organizations and to the State Auditor, a copy of this Agreement and books, documents, accounting procedures and practices of the Users Group relating to this Agreement.

ARTICLE XIV. HOLD HARMLESS

Section 1. Each Member agrees to defend, indemnify, and hold the other Members harmless from any claims, demands, actions or causes of action, including reasonable attorney's fees, against or incurred by such other Members, for injury to, death of, or damage to the property of any third person or persons, arising out of any act or omission on the part of the indemnifying Member or any of its agents, servants or employees in the performance of or with relation to any of the work or services provided by Members under the terms of this Agreement.

Section 2. Nothing in this Agreement shall constitute a waiver by any Member, the Users Group of any limitation of liability under Minnesota Statutes Chapter 466, or other statutory or common law immunities, limits, or exceptions on liability.

Section 3. Under no circumstances, however, shall a Member be required to pay on behalf of itself and other Members, any amounts in excess of the limits on liability established in Minnesota Statutes Chapter 466 applicable to any one Member. The limits of liability for some or all of the Members may not be added together to determine the maximum amount of liability for any Member.

ARTICLE XV. EQUAL EMPLOYMENT OPPORTUNITY

The Members and the Users Group agree to comply with all federal, state, and local laws, resolutions, ordinances, rules, regulations, and executive orders pertaining to unlawful discrimination on account of race, color, creed, religion, national origin, sex, sexual preference, marital status, status with regard to public assistance, disability, or age.

ARTICLE XVI. DATA PRACTICES

Section 1. All data collected, created, received, maintained, or disseminated for any purpose in the course of either the Member's or the Users Group's performance of this Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, and rules adopted to implement the Act.

Section 2. The Members and the Users Group agree to abide strictly by these statutes, rules, and regulations.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed on this ____ day of _____, 2020.

ORGANIZATION Falcon Heights

Approved:

By: _____

(Mayor, Randy Gustafson)

By: _____

(City Administrator, Sack Thongvanh)

DESIGNATED DIRECTOR TO REPRESENT ORGANIZATION:

Name: Sack Thongvanh

Phone: 651-792-7611

Email: sack.thongvanh@falconheights.org

ALTERNATE DIRECTOR (IF APPLICABLE):

Name: _____

Phone: _____

Email: _____

By: _____

(Nate Zwonitzer, Chair of Users Group)

BLANK PAGE



The City That Soars!

REQUEST FOR COUNCIL ACTION

Meeting Date	December 23, 2020
Agenda Item	Policy G1
Attachments	Yes
Submitted By	Eric Zweber, AICP, Interim Community Development Coordinator

Item	Discussion of Potential TIF for Amber Union
Description	<p><u>Summary of Request</u> On June 24, 2020, the City had submitted an Application of Bonding Authority for Residential Rental Projects on behalf of Buhl GTA, LP for 100 percent low income housing tax credits (LIHTC) to assist in financing the re-development of the former TIES buildings into the Amber Union mixed-use development which is predominately multi-family residential with a small amount of retail. Buhl did not receive funding for this application, likely due to the number of other projects within the State that had applied for LIHTC funding in 2020. To qualify for the 100 percent LIHTC funding, either 20 percent of the units would have to be affordable at 50 percent of the area median income (AMI) or 40 percent of the units would have to be affordable at 60 percent AMI. Buhl was not asking for tax increment financing (TIF) for the 100 percent LIHTC funded project.</p> <p>Applications typically have a greater chance for funding if they contain a greater level of affordability than the other applications. Buhl is planning on submitting an application for all units to be affordable at 50 percent AMI on January 4, 2021 instead of another application for 100 percent LIHTC. Buhl has stated that due to the reduced rental income received from a 50 percent AMI project, they would need to request assistance from the City through the of creation a Housing TIF district.</p> <p>The TIF district will not be set up at this time, but it is expected that the State of Minnesota will inform Buhl if their application at 50 percent AMI is selected on January 12, 2021. If Buhl receives State funding, it is expected that Buhl will apply to the City for the creation of the TIF district before April 1, 2021.</p> <p><u>December 16 City Council Workshop</u> Peter Deanovic, Principal at Buhl, attended the December 16 City Council Workshop and described the history of the assembling the financing for the Amber Union affordable housing project. Mr. Deanovic explained the factors that would likely prevent the project from receiving State housing tax credit bonding if it remained a 100% LIHTC project and why the project is more likely to receive bonding if it was converted to a 50% AMI project. Mr. Deanovic further explained the gap financing</p>

that would be required for a 50% AMI and his need to request TIF funding to close this gap should Amber Union receive State bonding.

Following Mr. Deanovic’s presentation, the Bond/TIF Attorney and Ehlers provided additional information related to the establishment of a TIF district. After consideration of the information received at the workshop, the City Council directed that this item be placed on the December 23 City Council meeting agenda to consider the resolution in support of the 50% AMI application.

Previous City Actions

The City Council has been working Buhl since the early 2019 on the conversion of the former TIES office buildings. Below is a table of the previous City Council actions and approvals for the Amber Union project.

<u>Date</u>	<u>Action</u>
May 22, 2019	Preliminary Approval to Issuance of Housing Facility Revenue Bonds
June 12, 2019	Rezoning from B-3 to PUD for 106 Units with Retail
October 23, 2019	PUD Amendment to Increase to 128 Units and Retail
October 23, 2019	Authorize Grant Applications
November 13, 2019	Proposal for a Housing finance Program and the Issuance of Multi-Family Housing Revenue Bonds
November 13, 2019	Authorization of DEED Grant Application
April 22, 2020	Accept DEED Grant for \$155,774

How TIF Works: Basic Mechanics

<https://www.house.leg.state.mn.us/hrd/issinfo/tif/mech.aspx>

LMC: Tax Increment Financing (TIF) pg. 16

<https://www.lmc.org/wp-content/uploads/documents/Community-Development-and-Redevelopment.pdf>

Budget Impact	The City will continue to collect the base taxes on the property, while providing the Developer the tax increment as the valuation increases from improvements to the Property.
Attachments	<ul style="list-style-type: none"> • Resolution 20-60 Consenting to the Process for the Creation of a Housing Tax Increment Financing District and in Support of a Proposed 125 Unit Multifamily Rental Housing • Preliminary TIF Analysis
Action(s) Requested	Staff requests that the City Council take action on the request for a resolution supporting the 50% AMI application for State Bonding.



Amber Union Apartments Multifamily Housing Development - Buhl GTA, LP
 City of Falcon Heights, Minnesota (Historic TIES Building)

Proposed Renovation of Existing Office Building to 125-Unit Market-Rate Affordable Apartments (100% at 50% AMI Residential Rental Project)

ASSUMPTIONS AND RATES

DistrictType:	Housing
District Name/Number:	TBD
County District #:	TBD
First Year Construction or Inflation on Value	2021
Existing District - Specify No. Years Remaining	NA
Inflation Rate - Every Year:	0.00%
Interest Rate:	2.75%
Present Value Date:	1-Aug-22
First Period Ending	1-Feb-23
Tax Year District was Certified:	Pay 2021
Cashflow Assumes First Tax Increment For Development:	2023
Years of Tax Increment	26
Assumes Last Year of Tax Increment	2048
Fiscal Disparities Election [Outside (A), Inside (B), or NA]	NA
Incremental or Total Fiscal Disparities	
Fiscal Disparities Contribution Ratio	28.9038% Pay 2021 est.
Fiscal Disparities Metro-Wide Tax Rate	139.5040% Pay 2021 est.
Maximum/Frozen Local Tax Rate:	125.428% Pay 2021 est.
Current Local Tax Rate: (Use lesser of Current or Max.)	125.428% Pay 2021 est.
State-wide Tax Rate (Comm./Ind. only used for total taxes)	36.0000% Pay 2021 est.
Market Value Tax Rate (Used for total taxes)	0.16867% Pay 2021 est.

Tax Rates		
Exempt Class Rate (Exempt)		0.00%
Commercial Industrial Preferred Class Rate (C/I Pref.)		
First \$150,000		1.50%
Over \$150,000		2.00%
Commercial Industrial Class Rate (C/I)		2.00%
Rental Housing Class Rate (Rental)		1.25%
Affordable Rental Housing Class Rate (Aff. Rental)		
First \$174,000		0.75%
Over \$174,000		0.25%
Non-Homestead Residential (Non-H Res. 1 Unit)		
First \$500,000		1.00%
Over \$500,000		1.25%
Homestead Residential Class Rate (Hmstd. Res.)		
First \$500,000		1.00%
Over \$500,000		1.25%
Agricultural Non-Homestead		1.00%

BASE VALUE INFORMATION (Original Tax Capacity)

Map ID	PID	Owner	Address	Land Market Value	Building Market Value	Total Market Value	Percentage Of Value Used for District	Original Market Value	Tax Year Original Market Value	Property Tax Class	Current Original Tax Capacity	Class After Conversion	After Conversion Orig. Tax Cap.	Area/Phase
1	212923110030	BUHL GTA LP	1667 N Snelling Ave	1,951,800	1,425,200	3,377,000	100%	3,377,000	Pay 2021	Rental	42,213	Rental	42,213	1
				1,951,800	1,425,200	3,377,000		3,377,000			42,213		42,213	

Note:

1. Base values are for pay 2021 based upon review of County Assessor letter to Developer on May 20, 2020 and County website on December 10, 2020.
2. Located in ISD #623 and Capital Region Watershed District.



Amber Union Apartments Multifamily Housing Development - Buhl GTA, LP

City of Falcon Heights, Minnesota (Historic TIES Building)

Proposed Renovation of Existing Office Building to 125-Unit Market-Rate Affordable Apartments (100% at 50% AMI Residential Rental Project)

PROJECT INFORMATION (Project Tax Capacity)													
Area/Phase	New Use	Estimated Market Value Per Sq. Ft./Unit	Taxable Market Value Per Sq. Ft./Unit	Total Sq. Ft./Units	Total Taxable Market Value	Property Tax Class	Project Tax Capacity	Project Tax Capacity/Unit	Percentage Completed 2021	Percentage Completed 2022	Percentage Completed 2023	Percentage Completed 2024	First Year Full Taxes Payable
1	Apartments	179,200	179,200	125	22,400,000	Rental	280,000	2,240	50%	100%	100%	100%	2024
TOTAL					22,400,000		280,000						
Subtotal Residential				125	22,400,000		280,000						
Subtotal Commercial/Ind.				0	0		0						

Note:

1. Market values are based upon estimates from Developer's appraiser. Must be confirmed by County Assessor.

TAX CALCULATIONS									
New Use	Total Tax Capacity	Fiscal Disparities Tax Capacity	Local Tax Capacity	Local Property Taxes	Fiscal Disparities Taxes	State-wide Property Taxes	Market Value Taxes	Total Taxes	Taxes Per Sq. Ft./Unit
Apartments	280,000	0	280,000	351,198	0	0	37,782	388,980	3,111.84
TOTAL	280,000	0	280,000	351,198	0	0	37,782	388,980	

Note:

1. Taxes and tax increment will vary significantly from year to year depending upon values, rates, state law, fiscal disparities and other factors which cannot be predicted.

WHAT IS EXCLUDED FROM TIF?	
Total Property Taxes	388,980
less State-wide Taxes	0
less Fiscal Disp. Adj.	0
less Market Value Taxes	(37,782)
less Base Value Taxes	(52,946)
Annual Gross TIF	298,252



Amber Union Apartments Multifamily Housing Development - Buhl GTA, LP
 City of Falcon Heights, Minnesota (Historic TIES Building)

Proposed Renovation of Existing Office Building to 125-Unit Market-Rate Affordable Apartments (100% at 50% AMI Residential Rental Project)

TAX INCREMENT CASH FLOW														
% of OTC	Project Tax Capacity	Original Tax Capacity	Fiscal Disparities -	Captured Tax Capacity	Local Tax Rate	Annual Gross Tax Increment	Semi-Annual Gross Tax Increment	State Auditor 0.36%	Admin. at 10%	Semi-Annual Net Tax Increment	Semi-Annual Present Value	PERIOD ENDING Yrs.	Tax Year	Payment Date
100%	140,000	(42,213)	-	97,788	125.428%	122,653	61,326	(221)	(6,111)	54,995	53,513	0.5	2023	02/01/23
							61,326	(221)	(6,111)	54,995	106,301	1	2023	02/01/24
100%	280,000	(42,213)	-	237,788	125.428%	298,252	149,126	(537)	(14,859)	133,730	232,922	1.5	2024	08/01/24
							149,126	(537)	(14,859)	133,730	357,826	2	2024	02/01/25
100%	280,000	(42,213)	-	237,788	125.428%	298,252	149,126	(537)	(14,859)	133,730	481,035	2.5	2025	08/01/25
							149,126	(537)	(14,859)	133,730	602,574	3	2025	02/01/26
100%	280,000	(42,213)	-	237,788	125.428%	298,252	149,126	(537)	(14,859)	133,730	722,464	3.5	2026	08/01/26
							149,126	(537)	(14,859)	133,730	840,728	4	2026	02/01/27
100%	280,000	(42,213)	-	237,788	125.428%	298,252	149,126	(537)	(14,859)	133,730	957,387	4.5	2027	08/01/27
							149,126	(537)	(14,859)	133,730	1,072,465	5	2027	02/01/28
100%	280,000	(42,213)	-	237,788	125.428%	298,252	149,126	(537)	(14,859)	133,730	1,185,981	5.5	2028	08/01/28
							149,126	(537)	(14,859)	133,730	1,297,958	6	2028	02/01/29
100%	280,000	(42,213)	-	237,788	125.428%	298,252	149,126	(537)	(14,859)	133,730	1,408,416	6.5	2029	08/01/29
							149,126	(537)	(14,859)	133,730	1,517,376	7	2029	02/01/30
100%	280,000	(42,213)	-	237,788	125.428%	298,252	149,126	(537)	(14,859)	133,730	1,624,858	7.5	2030	08/01/30
							149,126	(537)	(14,859)	133,730	1,730,883	8	2030	02/01/31
100%	280,000	(42,213)	-	237,788	125.428%	298,252	149,126	(537)	(14,859)	133,730	1,835,469	8.5	2031	08/01/31
							149,126	(537)	(14,859)	133,730	1,938,636	9	2031	02/01/32
100%	280,000	(42,213)	-	237,788	125.428%	298,252	149,126	(537)	(14,859)	133,730	2,040,405	9.5	2032	08/01/32
							149,126	(537)	(14,859)	133,730	2,140,793	10	2032	02/01/33
100%	280,000	(42,213)	-	237,788	125.428%	298,252	149,126	(537)	(14,859)	133,730	2,239,819	10.5	2033	08/01/33
							149,126	(537)	(14,859)	133,730	2,337,502	11	2033	02/01/34
100%	280,000	(42,213)	-	237,788	125.428%	298,252	149,126	(537)	(14,859)	133,730	2,433,860	11.5	2034	08/01/34
							149,126	(537)	(14,859)	133,730	2,528,912	12	2034	02/01/35
100%	280,000	(42,213)	-	237,788	125.428%	298,252	149,126	(537)	(14,859)	133,730	2,622,674	12.5	2035	08/01/35
							149,126	(537)	(14,859)	133,730	2,715,164	13	2035	02/01/36
100%	280,000	(42,213)	-	237,788	125.428%	298,252	149,126	(537)	(14,859)	133,730	2,806,400	13.5	2036	08/01/36
							149,126	(537)	(14,859)	133,730	2,896,398	14	2036	02/01/37
100%	280,000	(42,213)	-	237,788	125.428%	298,252	149,126	(537)	(14,859)	133,730	2,985,176	14.5	2037	08/01/37
							149,126	(537)	(14,859)	133,730	3,072,749	15	2037	02/01/38
100%	280,000	(42,213)	-	237,788	125.428%	298,252	149,126	(537)	(14,859)	133,730	3,159,135	15.5	2038	08/01/38
							149,126	(537)	(14,859)	133,730	3,244,349	16	2038	02/01/39
100%	280,000	(42,213)	-	237,788	125.428%	298,252	149,126	(537)	(14,859)	133,730	3,328,407	16.5	2039	08/01/39
							149,126	(537)	(14,859)	133,730	3,411,326	17	2039	02/01/40
100%	280,000	(42,213)	-	237,788	125.428%	298,252	149,126	(537)	(14,859)	133,730	3,493,119	17.5	2040	08/01/40
							149,126	(537)	(14,859)	133,730	3,573,803	18	2040	02/01/41
100%	280,000	(42,213)	-	237,788	125.428%	298,252	149,126	(537)	(14,859)	133,730	3,653,393	18.5	2041	08/01/41
							149,126	(537)	(14,859)	133,730	3,731,903	19	2041	02/01/42
100%	280,000	(42,213)	-	237,788	125.428%	298,252	149,126	(537)	(14,859)	133,730	3,809,348	19.5	2042	08/01/42
							149,126	(537)	(14,859)	133,730	3,885,743	20	2042	02/01/43
100%	280,000	(42,213)	-	237,788	125.428%	298,252	149,126	(537)	(14,859)	133,730	3,961,102	20.5	2043	08/01/43
							149,126	(537)	(14,859)	133,730	4,035,438	21	2043	02/01/44
100%	280,000	(42,213)	-	237,788	125.428%	298,252	149,126	(537)	(14,859)	133,730	4,108,767	21.5	2044	08/01/44
							149,126	(537)	(14,859)	133,730	4,181,100	22	2044	02/01/45
100%	280,000	(42,213)	-	237,788	125.428%	298,252	149,126	(537)	(14,859)	133,730	4,252,453	22.5	2045	08/01/45
							149,126	(537)	(14,859)	133,730	4,322,838	23	2045	02/01/46
100%	280,000	(42,213)	-	237,788	125.428%	298,252	149,126	(537)	(14,859)	133,730	4,392,268	23.5	2046	08/01/46
							149,126	(537)	(14,859)	133,730	4,460,756	24	2046	02/01/47
100%	280,000	(42,213)	-	237,788	125.428%	298,252	149,126	(537)	(14,859)	133,730	4,528,316	24.5	2047	08/01/47
							149,126	(537)	(14,859)	133,730	4,594,959	25	2047	02/01/48
100%	280,000	(42,213)	-	237,788	125.428%	298,252	149,126	(537)	(14,859)	133,730	4,660,698	25.5	2048	08/01/48
							149,126	(537)	(14,859)	133,730	4,725,546	26	2048	02/01/49
Total							7,578,956	(27,284)	(755,167)	6,796,504				
Present Value From 08/01/2022							5,269,577	(18,970)	(525,061)	4,725,546				
Present Value Rate							2.75%							

BLANK PAGE

EXTRACT OF MINUTES OF A MEETING
OF THE CITY COUNCIL OF THE
CITY OF FALCON HEIGHTS, MINNESOTA

HELD: December 23, 2020

Pursuant to due call and notice thereof, a meeting of the City Council of the City of Falcon Heights, Ramsey County, Minnesota, was duly called and held at the City Hall in said City on the 23rd day of December, 2020, at 7:00 o'clock p.m.

The following members were present:

and the following were absent:

Member _____ introduced the following resolution and

Member _____ moved its adoption:

**CITY OF FALCON HEIGHTS
COUNCIL RESOLUTION**

December 23, 2020

No. 20-60

**RESOLUTION CONSENTING TO THE PROCESS FOR THE CREATION OF
A HOUSING TAX INCREMENT FINANCING DISTRICT AND IN SUPPORT
OF A PROPOSED 125 UNIT MULTIFAMILY RENTAL HOUSING PROJECT.**

BE IT RESOLVED by the City Council (the "Council") of the City of Falcon Heights, Minnesota (the "City"), as follows:

WHEREAS, the City is a political subdivision duly organized and existing under the Constitution and laws of the State of Minnesota; and

WHEREAS, pursuant to the Constitution and laws of the State of Minnesota, particularly Minnesota Statutes, Sections 469.174 through 469.1799, as amended, the City is authorized to use tax increment financing to carry out the public purposes described therein and contemplated thereby; and

WHEREAS, a proposal has been made by the Buhl GTA, LP (the "Owner") to construct a 125 unit apartment building in the City of Falcon Heights, Minnesota, which project is to be known as the Amber Union Apartments (the "Project"); and

WHEREAS, the Project will be located on land that is currently owned by the Owner and the Owner has submitted its development proposal to the City for the construction of the Project; and

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Falcon Heights, Minnesota the City, pending final determination of project eligibility, required reviews, public input, notices and hearings, and without surrendering its legislative discretion, hereby authorizes City staff to proceed with the steps required to establish a tax increment financing district, including the preparation of a development program and a tax increment financing plan; and

The motion for the adoption of the foregoing resolution following voted in favor thereof:

and the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.

Moved by:

Approved by: _____
Randall C. Gustafson
Mayor

GUSTAFSON _____ In Favor
MIAZGA
ANDREWS _____ Against
LEEHY
WEHYEE

Attested by: _____
Sack Thongvanh
City Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

I, the undersigned, being the duly qualified and acting City Administrator of the City of Falcon Heights, Minnesota (the "City"), do hereby certify that attached hereto is a compared, true and correct copy of a resolution authorizing consenting to the process for the creation of a housing tax increment financing district in support of a proposed multifamily rental housing project, duly adopted by the City Council of the City on December 23, 2020, at a regular meeting thereof duly called and held, as on file and of record in my office, which resolution has not been amended, modified or rescinded since the date thereof, and is in full force and effect as of the date hereof, and that the attached Extract of Minutes as to the adoption of such resolution is a true and accurate account of the proceedings taken in passage thereof.

WITNESS My hand this ____ day of _____, 2020.

City Administrator

BLANK PAGE



The City That Soars!

REQUEST FOR COUNCIL ACTION

Meeting Date	December 23, 2020
Agenda Item	Policy G2
Attachment	Cover Letter, Agreement, Resolution
Submitted By	Jesse Freihammer, City Engineer

Item	Approve the Minnesota Department of Transportation Master Partnership Contract
Description	<p>The City of Falcon Heights and the Minnesota Department of Transportation (MnDOT) work together on a variety of projects and routinely provide services to one another. MnDOT currently provides numerous services to the city such as construction testing, engineering review and other services. The City’s previous Master Partnership Agreement expired on June 30, 2017.</p> <p>The attached letter (Attachment A) from MnDOT explains how the Master Partnership Contract (Attachment B) provides a framework for services to be rendered between the City and MnDOT. Many services MnDOT provides the City currently, including signal repair and material testing, are covered in this agreement with no need for work orders. The Master Partnership Contract allows this process to be expedited as some routine services are covered in the contract and others can be executed through a work order signed by the City Administrator. The Master Partnership Contract will allow the City and MnDOT to provide better service more efficiently to each other without the need for individual contracts for each service provided.</p> <p>According to the resolution, the City Administrator would be the designated authority to sign work orders for work not covered in the Master Partner Contract. Work orders would be needed for professional services, roadway maintenance, and construction administration or emergency services provided by either party.</p> <p>The Master Partnership Contract has an expiration date of June 30, 2022 or upon 30 day written notice of either party.</p>
Budget Impact	There are no costs for this agreement.
Attachment	<ul style="list-style-type: none"> • Resolution 20-61 Enter into a Master Partnership Contract with the Minnesota Department of Transportation (MnDOT) • Master Partnership Contract – Contract Number 1028135 • Cover Letter from MnDOT

Action(s) Requested	Approve attached resolution entering into a Master Partnership Contract with the Minnesota Department of Transportation and authorize the Mayor and City Administrator to execute all necessary documents.
--------------------------------	--

Metro State Aid
1500 County Road B2, Roseville, MN 55113

651-234-7773
sharon.lemay@state.mn.us

To: Local Agency

Date: April 24, 2017

RE: **Proposed Master Partnership Contract**

Attached is a copy of a proposed master partnership contract between the Minnesota Department of Transportation (Mn/DOT) and your Local Agency.

The Master Partnership Contract provides a framework for Mn/DOT and Local Agencies to provide services and payment to each other. A few MnDOT provided routine services are included in the contract—see Exhibit A-- but all other services require work orders describing costs and scope.

Kindly review the enclosed document and if acceptable, arrange to have it presented to your Council/Board for their approval and execution. Please provide signatures only under the **Local Government** heading.

Also required is a new resolution passed by the Council/Board authorizing its officials to sign and execute the agreement on its behalf. **(Only the named officials may sign the agreement: if anyone else signs in the named official's place, the agreement will not be executed.)**

Please return to me at the address listed above or as a pdf to sharon.lemay@state.mn.us. Please note that no work shall be performed by Mn/DOT personnel until the full execution of the agreement. After execution by Mn/DOT and other State officials, a copy of the agreement will be returned to you.

If you have any questions or require additional information, please feel free to contact me at 651-234-7773. If your local agency will not be executing this contract, please send me an email informing me of this so I can remove you from our list.

Thank You

Sharon LeMay, Metro State Aid

An Equal Opportunity Employer



**STATE OF MINNESOTA
AND
CITY OF FALCON HEIGHTS
MASTER PARTNERSHIP CONTRACT**

This master contract is between the State of Minnesota, acting through its Commissioner of Transportation in this contract referred to as the “State” and the City of Falcon Heights acting through its City Council, in this contract referred to as the “Local Government.”

Recitals

1. The parties are authorized to enter into this contract pursuant to Minnesota Statutes, §§15.061, 471.59 and 174.02.
2. Minn. Stat. § 161.20, subd. 2, authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining and improving the trunk highway system.
3. Each party to this contract is a “road authority” as defined by Minn. Stat. §160.02, subd. 25.
4. Minn. Stat. § 161.39, subd. 1, authorizes a road authority to perform work for another road authority. Such work may include providing technical and engineering advice, assistance and supervision, surveying, preparing plans for the construction or reconstruction of roadways, and performing roadway maintenance.
5. Minn. Stat. §174.02, subd. 6, authorizes the Commissioner of Transportation to enter into contracts with other governmental entities for research and experimentation; for sharing facilities, equipment, staff, data, or other means of providing transportation-related services; or for other cooperative programs that promote efficiencies in providing governmental services, or that further development of innovation in transportation for the benefit of the citizens of Minnesota.
6. Each party wishes to occasionally purchase services from the other party, which the parties agree will enhance the efficiency of delivering governmental services at all levels. This Master Partnership Contract (MPC) provides a framework for the efficient handling of such requests. This MPC contains terms generally governing the relationship between the parties. When specific services are requested, the parties will (unless otherwise specified) enter into a “Work Order” contracts.
7. After the execution of this MPC, the parties may (but are not required to) enter into “Work Order” contracts. These Work Orders will specify the work to be done, timelines for completion, and compensation to be paid for the specific work.
8. The parties are entering into this MPC to establish terms that will govern all of the Work Orders subsequently issued under the authority of this Contract.

Master Partnership Contract

1. **Term of Master Partnership Contract; Use of Work Order Contracts; Survival of Terms**
 - 1.1. **Effective Date:** This contract will be effective on the date last signed by the Local Government, and all State officials as required under Minn. Stat. § 16C.05, subd. 2.
 - 1.2. A party must not accept work under this Contract until it is fully executed.
 - 1.3. **Expiration Date.** This Contract will expire on June 30, 2022.

- 1.4. **Work Order Contracts.** A work order contract must be negotiated and executed (by both the State and the Local Government) for each particular engagement, except for Technical Services provided by the State to the Local Government as specified in Article 2. The work order contract must specify the detailed scope of work and deliverables for that project. A party must not begin work under a work order until the work order is fully executed. The terms of this MPC will apply to all work orders contracts issued, unless specifically varied in the work order. The Local Government understands that this MPC is not a guarantee of any payments or work order assignments, and that payments will only be issued for work actually performed under fully-executed work orders.
- 1.5. **Survival of Terms.** The following clauses survive the expiration or cancellation of this master contract and all work order contracts: 12. Liability; 13. State Audits; 14. Government Data Practices and Intellectual Property; 17. Publicity; 18. Governing Law, Jurisdiction, and Venue; and 22. Data Disclosure. All terms of this MPC will survive with respect to any work order contract issued prior to the expiration date of the MPC.
- 1.6. **Sample Work Order.** A sample work order contract is available upon request from the State.
- 1.7. **Definition of “Providing Party” and “Requesting Party”.** For the purpose of assigning certain duties and obligations in the MPC to work order contracts, the following definitions will apply throughout the MPC. “Requesting Party” is defined as the party requesting the other party to perform work under a work order contract. “Providing Party” is defined as the party performing the scope of work under a work order contract.

2. Technical Services

- 2.1. **Technical Services** include repetitive low-cost services routinely performed by the State for the Local Government. These services may be performed by the State for the Local Government without the execution of a work order, as these services are provided in accordance with standardized practices and processes and do not require a detailed scope of work. Exhibit A – Table of Technical Services is attached.
 - 2.1.1. Every other service not falling under the services listed in Exhibit A will require a work order contract.
- 2.2. The Local Government may request the State to perform Technical Services in an informal manner, such as by the use of email, a purchase order, or by delivering materials to a State lab and requesting testing. A request may be made via telephone, but will not be considered accepted unless acknowledged in writing by the State.
- 2.3. The State will promptly inform the Local Government if the State will be unable to perform the requested Technical Services. Otherwise, the State will perform the Technical Services in accordance with the State’s normal processes and practices, including scheduling practices taking into account the availability of State staff and equipment.
- 2.4. **Payment Basis.** Unless otherwise agreed to by the parties prior to performance of the services, the State will charge the Local Government the State’s then-current rate for performing the Technical Services. The then-current rate may include the State’s normal and customary additives. The State will invoice the Local Government upon completion of the services, or at regular intervals not more than once monthly as agreed upon by the parties. The invoice will provide a summary of the Technical Services provided by the State during the invoice period.

3. Services Requiring A Work Order Contract

- 3.1. **Work Order Contracts:** A party may request the other party to perform any of the following services under individual work order contracts.

- 3.2. **Professional and Technical Services.** A party may provide professional and technical services upon the request of the other party. As defined by Minn. Stat. §16C.08, subd. 1, professional/technical services “means services that are intellectual in character, including consultation, analysis, evaluation, prediction, planning, programming, or recommendation; and result in the production of a report or completion of a task.” Professional and technical services do not include providing supplies or materials except as incidental to performing such services. Professional and technical services include (by way of example and without limitation) engineering services, surveying, foundation recommendations and reports, environmental documentation, right-of-way assistance (such as performing appraisals or providing relocation assistance, but excluding the exercise of the power of eminent domain), geometric layouts, final construction plans, graphic presentations, public relations, and facilitating open houses. A party will normally provide such services with its own personnel; however, a party’s professional/technical services may also include hiring and managing outside consultants to perform work provided that a party itself provides active project management for the use of such outside consultants.
- 3.3. **Roadway Maintenance.** A party may provide roadway maintenance upon the request of the other party. Roadway maintenance does not include roadway reconstruction. This work may include but is not limited to snow removal, ditch spraying, roadside mowing, bituminous mill and overlay (only small projects), seal coat, bridge hits, major retaining wall failures, major drainage failures, and message painting. All services must be performed by an employee with sufficient skills, training, expertise or certification to perform such work, and work must be supervised by a qualified employee of the party performing the work.
- 3.4. **Construction Administration.** A party may administer roadway construction projects upon the request of the other party. Roadway construction includes (by way of example and without limitation) the construction, reconstruction, or rehabilitation of mainline, shoulder, median, pedestrian or bicycle pathway, lighting and signal systems, pavement mill and overlays, seal coating, guardrail installation, and channelization. These services may be performed by the Providing Party’s own forces, or the Providing Party may administer outside contracts for such work. Construction administration may include letting and awarding construction contracts for such work (including state projects to be completed in conjunction with local projects). All contract administration services must be performed by an employee with sufficient skills, training, expertise or certification to perform such work.
- 3.5. **Emergency Services.** A party may provide aid upon request of the other party in the event of a man-made disaster, natural disaster or other act of God. Emergency services includes all those services as the parties mutually agree are necessary to plan for, prepare for, deal with, and recover from emergency situations. These services include, without limitation, planning, engineering, construction, maintenance, and removal and disposal services related to things such as road closures, traffic control, debris removal, flood protection and mitigation, sign repair, sandbag activities and general cleanup. Work will be performed by an employee with sufficient skills, training, expertise or certification to perform such work, and work must be supervised by a qualified employee of the party performing the work. If it is not feasible to have an executed work order prior to performance of the work, the parties will promptly confer to determine whether work may be commenced without a fully-executed work order in place. If work commences without a fully-executed work order, the parties will follow up with execution of a work order as soon as feasible.
- 3.6. When a need is identified, the State and the Local Government will discuss the proposed work and the resources needed to perform the work. If a party desires to perform such work, the parties will negotiate the specific and detailed work tasks and cost. The State will then prepare a work order contract. Generally, a work order contract will be limited to one specific project/engagement, although “on call” work orders may be prepared for certain types of services, especially for “Technical Services” items as identified section 2.1.. The work order will also identify specific deliverables required, and timeframes for completing work. A work order must be fully executed by the parties prior to work being commenced.

The Local Government will not be paid for work performed prior to execution of a work order contract and authorization by the State.

4. Responsibilities of the Providing Party

- 4.1. **Terms Applicable to ALL Work Order Contracts.** The terms in this section 4.1 will apply to ALL work order contracts.
- 4.1.1. Each work order will identify an Authorized Representative for each party. Each party's authorized representative is responsible for administering the work order, and has the authority to make any decisions regarding the work, and to give and receive any notices required or permitted under this MPC or the work order.
- 4.1.2. The Providing Party will furnish and assign a publicly employed licensed engineer (Project Engineer), to be in responsible charge of the project(s) and to supervise and direct the work to be performed under each work order contract. For services not requiring an engineer, the Providing Party will furnish and assign another responsible employee to be in charge of the project. The services of the Providing Party under a work order contract may not be otherwise assigned, sublet, or transferred unless approved in writing by the Requesting Party's authorized representative. This written consent will in no way relieve the Providing Party from its primary responsibility for the work.
- 4.1.3. If the Local Government is the Providing Party, the Project Engineer may request in writing specific engineering and/or technical services from the State, pursuant to Minn. Stat. Section 161.39. The work order Contract will require the Local Government to deposit payment in advance. The costs and expenses will include the current State additives and overhead rates, subject to adjustment based on actual direct costs that have been verified by audit.
- 4.1.4. Only the receipt of a fully executed work order contract authorizes the Providing Party to begin work on a project. Any and all effort, expenses, or actions taken by the Providing Party before the work order contract is fully executed are considered unauthorized and undertaken at the risk of non-payment.
- 4.1.5. In connection with the performance of this contract and any work orders issued, the Providing Agency will comply with all applicable Federal and State laws and regulations. When the Providing Party is authorized or permitted to award contracts in connection with any work order, the Providing Party will require and cause its contractors and subcontractors to comply with all Federal and State laws and regulations.
- 4.2. **Additional Terms for Roadway Maintenance.** The terms of section 4.1 and this section 4.2 will apply to all work orders for Roadway Maintenance.
- 4.2.1. Unless otherwise provided for by contract or work order, the Providing Party must obtain all permits and sanctions that may be required for the proper and lawful performance of the work.
- 4.2.2. The Providing Party must perform maintenance in accordance with MnDOT maintenance manuals, policies and operations.
- 4.2.3. The Providing Party must use State-approved materials, including (by way of example and without limitation), sign posts, sign sheeting, and de-icing and anti-icing chemicals.
- 4.3. **Additional Terms for Construction Administration.** The terms of section 4.1 and this section 4.3 will apply to all work order contracts for construction administration.
- 4.3.1. Contract(s) must be awarded to the lowest responsible bidder or best value proposer in accordance with state law.

- 4.3.2. Contractor(s) must be required to post payment and performance bonds in an amount equal to the contract amount. The Providing Party will take all necessary action to make claims against such bonds in the event of any default by the contractor.
- 4.3.3. Contractor(s) must be required to perform work in accordance with the latest edition of the Minnesota Department of Transportation Standard Specifications for Construction.
- 4.3.4. For work performed on State right-of-way, contractor(s) must be required to indemnify and hold the State harmless against any loss incurred with respect to the performance of the contracted work, and must be required to provide evidence of insurance coverage commensurate with project risk.
- 4.3.5. Contractor(s) must pay prevailing wages pursuant to applicable state and federal law.
- 4.3.6. Contractor(s) must comply with all applicable Federal, and State laws, ordinances and regulations, including but not limited to applicable human rights/anti-discrimination laws and laws concerning the participation of Disadvantaged Business Enterprises in federally-assisted contracts.
- 4.3.7. Unless otherwise agreed in a work order contract, each party will be responsible for providing rights of way, easement, and construction permits for its portion of the improvements. Each party will, upon the other's request, furnish copies of right of way certificates, easements, and construction permits.
- 4.3.8. The Providing Party may approve minor changes to the Requesting Party's portion of the project work if such changes do not increase the Requesting Party's cost obligation under the applicable work order contract.
- 4.3.9. The Providing Party will not approve any contractor claims for additional compensation without the Requesting Party's written approval, and the execution of a proper amendment to the applicable work order contract when necessary. The Local Government will tender the processing and defense of any such claims to the State upon the State's request.
- 4.3.10. The Local Government must coordinate all trunk highway work affecting any utilities with the State's Utilities Office.
- 4.3.11. The Providing Party must coordinate all necessary detours with the Requesting Party.
- 4.3.12. If the Local Government is the Providing Party, and there is work performed on the trunk highway right-of-way, the following will apply:
 - 4.3.12.1 The Local Government will have a permit to perform the work on the trunk highway. The State may revoke this permit if the work is not being performed in a safe, proper and skillful manner, or if the contractor is violating the terms of any law, regulation, or permit applicable to the work. The State will have no liability to the Local Government, or its contractor, if work is suspended or stopped due to any such condition or concern.
 - 4.3.12.2 The Local Government will require its contractor to conduct all traffic control in accordance with the Minnesota Manual on Uniform Traffic Control Devices.
 - 4.3.12.3 The Local Government will require its contractor to comply with the terms of all permits issued for the project including, but not limited to, National Pollutant Discharge Elimination System (NPDES) and other environmental permits.
 - 4.3.12.4 All improvements constructed on the State's right-of-way will become the property of the State.

5. Responsibilities of the Requesting Party

- 5.1. After authorizing the Providing Party to begin work, the Requesting Party will furnish any data or material in its possession relating to the project that may be of use to the Providing Party in performing the work.
- 5.2. All such data furnished to the Providing Party will remain the property of the Requesting Party and will be promptly returned upon the Requesting Party's request or upon the expiration or termination of this contract (subject to data retention requirements of the Minnesota Government Data Practices Act and other applicable law).
- 5.3. The Providing Party will analyze all such data furnished by the Requesting Party. If the Providing Party finds any such data to be incorrect or incomplete, the Providing Party will bring the facts to the attention of the Requesting Party before proceeding with the part of the project affected. The Providing Party will investigate the matter, and if it finds that such data is incorrect or incomplete, it will promptly determine a method for furnishing corrected data. Delay in furnishing data will not be considered justification for an adjustment in compensation.
- 5.4. The State will provide to the Local Government copies of any Trunk Highway fund clauses to be included in the bid solicitation and will provide any required Trunk Highway fund provisions to be included in the Proposal for Highway Construction, that are different from those required for State Aid construction.
- 5.5. The Requesting Party will perform final reviews and inspections of its portion of the project work. If the work is found to have been completed in accordance with the work order contract, the Requesting Party will promptly release any remaining funds due the Providing Party for the Project(s).
- 5.6. The work order contracts may include additional responsibilities to be completed by the Requesting Party.

6. Time

In the performance of project work under a work order contract, time is of the essence.

7. Consideration and Payment

- 7.1. **Consideration.** The Requesting Party will pay the Providing Party as specified in the work order. The State's normal and customary additives will apply to work performed by the State, unless otherwise specified in the work order. The State's normal and customary additives will not apply if the parties agree to a "lump sum" or "unit rate" payment.
 - 7.2. **State's Maximum Obligation.** The total compensation to be paid by the State to the Local Government under all work order contracts issued pursuant to this MPC will not exceed \$500,000.00.
- 7.3. **Travel Expenses.** It is anticipated that all travel expenses will be included in the base cost of the Providing Party's services, and unless otherwise specifically set forth in an applicable work order contract, the Providing Party will not be separately reimbursed for travel and subsistence expenses incurred by the Providing Party in performing any work order contract. In those cases where the State agrees to reimburse travel expenses, such expenses will be reimbursed in the same manner and in no greater amount than provided in the current "MnDOT Travel Regulations" a copy of which is on file with and available from the MnDOT District Office. The Local Government will not be reimbursed for travel and subsistence expenses incurred outside of Minnesota unless it has received the State's prior written approval for such travel.
- 7.4. **Payment.**
 - 7.4.1. **Generally.** The **Requesting Party** will pay the Providing Party as specified in the applicable work order, and will make prompt payment in accordance with Minnesota law.
 - 7.4.2. **Payment by the Local Government.**

7.4.2.1. The Local Government will make payment to the order of the Commissioner of Transportation.

7.4.2.2. **IMPORTANT NOTE: PAYMENT MUST REFERENCE THE “MNDOT CONTRACT NUMBER” SHOWN ON THE FACE PAGE OF THIS CONTRACT AND THE “INVOICE NUMBER” ON THE INVOICE RECEIVED FROM MNDOT.**

7.4.2.3. Remit payment to the address below:

MnDOT
Attn: Cash Accounting
RE: MnDOT Contract Number 1028135 and Invoice Number #####
Mail Stop 215
395 John Ireland Blvd
St. Paul, MN 55155

7.4.3. ***Payment by the State.***

7.4.3.1. *Generally.* The State will promptly pay the Local Government after the Local Government presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted as specified in the applicable work order, but no more frequently than monthly.

7.4.3.2. *Retainage for Professional and Technical Services.* For work orders for professional and technical services, as required by Minn. Stat. § 16C.08, subd. 2(10), no more than 90 percent of the amount due under any work order contract may be paid until the final product of the work order contract has been reviewed by the State's authorized representative. The balance due will be paid when the State's authorized representative determines that the Local Government has satisfactorily fulfilled all the terms of the work order contract.

8. Conditions of Payment

All work performed by the Providing Party under a work order contract must be performed to the Requesting Party's satisfaction, as determined at the sole and reasonable discretion of the Requesting Party's Authorized Representative and in accordance with all applicable federal and state laws, rules, and regulations. The Providing Party will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal or state law.

9. Local Government's Authorized Representative and Project Manager; Authority to Execute Work Order Contracts

9.1. The Local Government's Authorized Representative for administering this master contract is the Local Government's Engineer, and the Engineer has the responsibility to monitor the Local Government's performance. The Local Government's Authorized Representative is also authorized to execute work order contracts on behalf of the Local Government without approval of each proposed work order contract by its governing body.

9.2. The Local Government's Project Manager will be identified in each work order contract.

10. State's Authorized Representative and Project Manager

10.1. The State's Authorized Representative for this master contract is the District State Aid Engineer, who has the responsibility to monitor the State's performance.

10.2. The State's Project Manager will be identified in each work order contract.

11. Assignment, Amendments, Waiver, and Contract Complete

- 11.1. **Assignment.** Neither party may assign or transfer any rights or obligations under this MPC or any work order contract without the prior consent of the other and a fully executed Assignment Contract, executed and approved by the same parties who executed and approved this MPC, or their successors in office.
- 11.2. **Amendments.** Any amendment to this master contract or any work order contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original contract, or their successors in office.
- 11.3. **Waiver.** If a party fails to enforce any provision of this master contract or any work order contract, that failure does not waive the provision or the party's right to subsequently enforce it.
- 11.4. **Contract Complete.** This master contract and any work order contract contain all negotiations and contracts between the State and the Local Government. No other understanding regarding this master contract or any work order contract issued hereunder, whether written or oral may be used to bind either party.

12. Liability.

Each party will be responsible for its own acts and omissions to the extent provided by law. The Local Government's liability is governed by Minn. Stat. chapter 466 and other applicable law. The State's liability is governed by Minn. Stat. section 3.736 and other applicable law. This clause will not be construed to bar any legal remedies a party may have for the other party's failure to fulfill its obligations under this master contract or any work order contract. Neither party agrees to assume any environmental liability on behalf of the other party. A Providing Party under any work order is acting only as a "Contractor" to the Requesting Party, as the term "Contractor" is defined in Minn. Stat. §115B.03 (subd. 10), and is entitled to the protections afforded to a "Contractor" by the Minnesota Environmental Response and Liability Act. The parties specifically intend that Minn. Stat. §471.59 subd. 1a will apply to any work undertaken under this MPC and any work order issued hereunder.

13. State Audits

Under Minn. Stat. § 16C.05, subd. 5, the party's books, records, documents, and accounting procedures and practices relevant to any work order contract are subject to examination by the parties and by the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this MPC.

14. Government Data Practices and Intellectual Property

- 14.1. **Government Data Practices.** The Local Government and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this MPC and any work order contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Local Government under this MPC and any work order contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Local Government or the State.
- 14.2. **Intellectual Property Rights**
- 14.2.1. **Intellectual Property Rights.** The Requesting Party will own all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under work order contracts. Works means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Providing Party, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this master contract or any work order contract. Works includes "Documents." Documents are the originals of any databases, computer programs, reports, notes,

studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Providing Party, its employees, agents, or contractors, in the performance of a work order contract. The Documents will be the exclusive property of the Requesting Party and all such Documents must be immediately returned to the Requesting Party by the Providing Party upon completion or cancellation of the work order contract. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be “works made for hire.” The Providing Party Government assigns all right, title, and interest it may have in the Works and the Documents to the Requesting Party. The Providing Party must, at the request of the Requesting Party, execute all papers and perform all other acts necessary to transfer or record the Requesting Party’s ownership interest in the Works and Documents. Notwithstanding the foregoing, the Requesting Party grants the Providing Party an irrevocable and royalty-free license to use such intellectual property for its own non-commercial purposes, including dissemination to political subdivisions of the state of Minnesota and to transportation-related agencies such as the American Association of State Highway and Transportation Officials.

14.2.2. *Obligations with Respect to Intellectual Property.*

14.2.2.1. *Notification.* Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Providing Party, including its employees and subcontractors, in the performance of the work order contract, the Providing Party will immediately give the Requesting Party’s Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon.

14.2.2.2. *Representation.* The Providing Party must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the Requesting Party, and that neither Providing Party nor its employees, agents or contractors retain any interest in and to the Works and Documents.

15. Affirmative Action

The State intends to carry out its responsibility for requiring affirmative action by its Contractors, pursuant to Minn. Stat. §363A.36. Pursuant to that Statute, the Local Government is encouraged to prepare and implement an affirmative action plan for the employment of minority persons, women, and the qualified disabled, and submit such plan to the Commissioner of the Minnesota Department of Human Rights. In addition, when the Local Government lets a contract for the performance of work under a work order issued pursuant to this MPC, it must include the following in the bid or proposal solicitation and any contracts awarded as a result thereof:

15.1. ***Covered Contracts and Contractors.*** If the Contract exceeds \$100,000 and the Contractor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principle place of business, then the Contractor must comply with the requirements of Minn. Stat. § 363A.36 and Minn. R. Parts 5000.3400-5000.3600. A Contractor covered by Minn. Stat. § 363A.36 because it employed more than 40 full-time employees in another state and does not have a certificate of compliance, must certify that it is in compliance with federal affirmative action requirements.

15.2. ***Minn. Stat. § 363A.36.*** Minn. Stat. § 363A.36 requires the Contractor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the Minnesota Commissioner of Human Rights (“Commissioner”) as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.

15.3. ***Minn. R. Parts 5000.3400-5000.3600.***

- 15.3.1. *General.* Minn. R. Parts 5000.3400-5000.3600 implement Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. Parts 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.
- 15.3.2. *Disabled Workers.* The Contractor must comply with the following affirmative action requirements for disabled workers:
- 15.3.2.1. The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
 - 15.3.2.2. The Contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - 15.3.2.3. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. Section 363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - 15.3.2.4. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
 - 15.3.2.5. The Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Minn. Stat. Section 363A.36, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.
- 15.3.3. *Consequences.* The consequences for the Contractor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the Commissioner, refusal by the Commissioner to approve subsequent plans, and termination of all or part of this contract by the Commissioner or the State.
- 15.3.4. *Certification.* The Contractor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36 and Minn. R. Parts 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

16. Workers' Compensation

Each party will be responsible for its own employees for any workers compensation claims. This MPC, and any work order contracts issued hereunder, are not intended to constitute an interchange of government employees under Minn. Stat. §15.53. To the extent that this MPC, or any work order issued hereunder, is determined to be

subject to Minn. Stat. §15.53, such statute will control to the extent of any conflict between the contract and the statute.

17. **Publicity**

17.1. **Publicity.** Any publicity regarding the subject matter of a work order contract where the State is the Requesting Party must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Local Government individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from a work order contract.

17.2. **Data Practices Act.** Section 17.1 is not intended to override the Local Government's responsibilities under the Minnesota Government Data Practices Act.

18. **Governing Law, Jurisdiction, and Venue**

Minnesota law, without regard to its choice-of-law provisions, governs this master contract and all work order contracts. Venue for all legal proceedings out of this master contract or any work order contracts, or the breach of any such contracts, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

19. **Prompt Payment; Payment to Subcontractors**

The parties must make prompt payment of their obligations in accordance with applicable law. As required by Minn. Stat. § 16A.1245, when the Local Government lets a contract for work pursuant to any work order, the Local Government must require its contractor to pay all subcontractors, less any retainage, within 10 calendar days of the prime contractor's receipt of payment from the Local Government for undisputed services provided by the subcontractor(s) and must pay interest at the rate of one and one-half percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

20. **Minn. Stat. § 181.59.** The Local Government will comply with the provisions of Minn. Stat. § 181.59 which requires: Every contract for or on behalf of the state of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the Contractor agrees: (1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; (2) That no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color; (3) That a violation of this section is a misdemeanor; and (4) That this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

21. **Termination; Suspension**

21.1. **Termination by the State for Convenience.** The State or commissioner of Administration may cancel this MPC and any work order contracts at any time, with or without cause, upon 30 days written notice to the Local Government. Upon termination, the Local Government and the State will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

21.2. **Termination by the Local Government for Convenience.** The Local Government may cancel this MPC and any work order contracts at any time, with or without cause, upon 30 days written notice to the State.

Upon termination, the Local Government and the State will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

- 21.3. ***Termination for Insufficient Funding.*** The State may immediately terminate or suspend this MPC and any work order contract if it does not obtain funding from the Minnesota legislature or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination or suspension must be by written or fax notice to the Local Government. The State is not obligated to pay for any services that are provided after notice and effective date of termination or suspension. However, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the master contract or work order is terminated because of the decision of the Minnesota legislature or other funding source, not to appropriate funds. The State must provide the Local Government notice of the lack of funding within a reasonable time of the State's receiving that notice.

22. Data Disclosure

Under Minn. Stat. §270C.65, subd. 3, and other applicable law, the Local Government consents to disclosure of its federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Local Government to file state tax returns and pay delinquent state tax liabilities, if any.

23. Defense of Claims and Lawsuits

If any lawsuit or claim is filed by a third party (including but not limited to the Local Government's contractors and subcontractors), arising out of trunk highway work performed pursuant to a valid work order issued under this MPC, the Local Government will, at the discretion of and upon the request of the State, tender the defense of such claims to the State or allow the State to participate in the defense of such claims. The Local Government will, however, be solely responsible for defending any lawsuit or claim, or any portion thereof, when the claim or cause of action asserted is based on its own acts or omissions in performing or supervising the work. The Local Government will not purport to represent the State in any litigation, settlement, or alternative dispute resolution process. The State will not be responsible for any judgment entered against the Local Government, and will not be bound by the terms of any settlement entered into by the Local Government except with the written approval of the Attorney General and the Commissioner of Transportation and pursuant to applicable law.

24. Additional Provisions

[The balance of this page has intentionally been left blank – signature page follows]

LOCAL GOVERNMENT

The Local Government certifies that the appropriate person(s) have executed the contract on behalf of the Local Government as required by applicable ordinance, resolution, or charter provision.

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

COMMISSIONER OF TRANSPORTATION

By: _____
(with delegated authority)
Title: Assistant Commissioner or
Assistant Division Director
Date: _____

COMMISSIONER OF ADMINISTRATION

As delegated to Materials Management Division

By: _____
Date: _____

Exhibit A - Table of Tech Serv

Used with TA98 Project IDs

If a source code is not on this list, a work order is needed.

Source Code	Title	Description
0032	Business Unit Management	All expenses of business/office managers for general management and administration of support functions. includes administering central facilities maintenance and facilities capital budgets.
0152	Support Services	Work that supports general office management, system management such as entering data into SWIFT, PPMS, PUMA and other MnDOT systems, attending staff meetings and other indirect support activities.
0400	Equipment Calibration-Mat Insp	Use when performing periodic equipment calibration for equipment used in the materials lab or on construction projects.
0600	General Training Attended	All costs (time, registration, materials, travel expenses, etc.) for attending or participating informal or informal training, including conferences that primarily provide training.
1182	Soils/Foundation Field/Laboratory Tests	All laboratory testing necessary to provide geotechnical information to complete roadway soils recommendations and approvals for use in the development of Final Design Plans and Special Provisions. Lab work includes R-value, resilient modulus, soil classification, gradation, proctor testing, unconfined compression, consolidation, direct simple shear, direct shear, permeability and triaxial tests.
1312	Tech Assist-Outside MnDOT	Use when providing technical assistance to an organization external to MnDOT.
1421	Bridge Management System Operation/Administration/Data	Use for tasks related to the Bridge Management System, including operations, administration, or data entry.
1434	Structural Metals Inspection-Non DOT	Reviewing shop drawings furnished by suppliers, fabricators, and contractors (working drawing or calculations), and for tasks related to structural metals inspection (materials surveys, physical and chemical laboratory testing, material inspection and engineering, and technical services in the field and offices) for local agency projects.
1501	Traffic Management System (TMS)	Used by traffic operations staff for all tasks that support the RTMC's operations center (or TOCC) providing traveler information, managing incidents and monitoring the FMS. Includes dynamic message sign maintenance, ramp meter maintenance, camera maintenance, and loop detection activities. Includes maintenance activities related to any ITS or TMS device such as RTMC cables, monitor wall, switchers, routers, or modems. Use to record all costs for maintenance activities related to traffic management fiber optics. Use for tasks related to maintaining traffic operations software including minor software enhancements and fixes. Use when providing traffic operations technical assistance external to MnDOT.
1513	Traffic Management System (TMS) Integration	For tasks associated with the incorporation of new and existing TMS devices (cameras, loops, DMS, and other ITS devices) into existing infrastructure to ensure proper operation. Use with the Construction/Program Delivery Appropriation.
1520	Pavement Management System	For tasks related to the operation of the pavement management system, including development and maintenance/technical support. Includes tasks to meet needs external to MnDOT.
1716	Record Sampling	Used by Materials and Research Section and district materials staff to verify inspector" sampling and testing procedures and checking inspectors' equipment during project construction as required by FHWA. Use when performing field tests on split sample.
1721	Traffic Sign Work Orders	Use for work involved in preparing work orders for traffic signs. Use only with Maintenance Operations appropriation (T790081).

If a source code is not on this list, a work order is needed.

Exhibit A - Table of Tech Serv

Used with TA98 Project IDs

If a source code is not on this list, a work order is needed.

Source Code	Title	Description
1732	Material Testing & Inspection	Performing construction phase and research physical and chemical laboratory testing, and related technical services in the districts and central labs, and for performing research and construction phase non-destructive testing materials surveys, and related technical services in the field and offices. Includes detour surveys. Non-destructive tests include, skid resistance and falling weight deflectometer (FWD) testing.
1733	Concrete Plant Inspections	Performing QA/QC physical testing at the plant; sampling and transporting of materials from the plant to the lab for lab testing, plant reviews, and operations; investigating plant discrepancies; and other technical services in the plant or office associated with stationary concrete plants or mobile concrete paving plant inspection.
1734	Construction Materials Inspections	Performing construction phase material inspection and engineering, for structural steel, precast and pre-stressed concrete, reinforcement steel, and electrical products and related technical services in the field and office for materials to be used in multiple projects. Includes travel time, sampling, and sample delivery. Includes tasks related to reviewing shop drawings furnished by suppliers or fabricators and contractor working drawings or calculations, and for tasks related to structural metals inspection (materials surveys, physical and chemical laboratory testing, material inspection and engineering, and technical services in the field and offices).
1735	Bituminous Plant Inspection	Performing QA/QC physical testing at the plant; sampling and transporting of materials from the plant to the lab for lab testing, plant reviews, and operations; investigating plant discrepancies; and other technical services in the plant or office associated with bituminous plant inspection.
1738	State Project - Specific Materials Inspection	Performing material inspection for materials designated for a specific construction project (SP). Generally applies to inspection of such things as structural steel, prestressed concrete items, and most precast concrete items and for SP specific tasks related to structural metals inspection (materials surveys, physical and chemical laboratory testing, material inspection and engineering and technical services in the field and offices).
1800	Field Inspection	Occasional construction project field inspection (not cyclical inspection of assets); Includes field inspection of materials such as gradations, densities/DCP, proctors, compaction, slump tests, and field air tests and collecting and transporting samples for lab tests, but not the actual laboratory verifications.
1870	Traffic Signal Maintenance	This work will not substitute for or alter existing cooperative construction agreements or traffic signal maintenance agreements. Work related to the occasional repair and replacement of traffic signal system structures and all electrical maintenance for traffic signal systems including electrical power, labor, equipment materials, GSOC locates, traffic control and responses to public inquiries.
1871	Lighting Maintenance & Utilities	All work related to installing, maintaining, restoring, or removing highway lighting systems and fixtures. Includes repairing, maintaining, or replacing supports necessary for roadway lighting luminaries. Includes patrol highway lighting, inspect lighting structures, electrical service for highway lighting, re-lamping, pump stations, anti-icing systems, truck roll-over warning systems and electrical repairs. Includes traffic control in support of roadway lighting activities. Use for tasks related to public inquiries/complaints, review utility billings, provide data, and conduct field reviews.
1875	Locate One Call	Finding and marking locations of buried conduit, cables, hand holes, loops, etc. in order to maintain or repair the traffic management system, signal systems, or roadway lighting systems.

If a source code is not on this list, a work order is needed.

Exhibit A - Table of Tech Serv

Used with TA98 Project IDs

If a source code is not on this list, a work order is needed.

Source Code	Title	Description
1876	Traffic Counting	Use to record labor, equipment usage, and material costs for activities related to traffic counts made for statewide traffic monitoring or traffic operations. Includes all activities related to traffic counting, such as taking requests, assigning priorities, collecting field data, processing data, and developing new techniques for collection.
2102	Patching	Related source type codes: 2103-Heavy patching, 2104-Bituminous paving, 2105-Blow patching
2142	Overhead Sign Panel Maintenance	Work related to the repair and replacement of overhead sign panels, extruded sign panels mounted on I-beams, and overhead sign structures. Includes related cable locates and traffic control. Does not include structural work.
2210	Guardrail-Install/Repair/Maintenance	Install, repair, or maintain low tension cable, plate beams, and end treatments; cable tension adjustments; and reflector replacement. includes related traffic control.
2222	Sign/Delineation/Marker Repair	Replacing, repairing, and washing signs (including temporary stop signs). Includes re-sequencing intersection signing and repair/replace overhead and extrude signs mounted on I-beams. Includes related cable locates and traffic control.
2316	Brush & Tree Removal	Maintaining, watering, trimming, and removing highway right of way tree and brush. Includes chipping of tree limbs and stump removal/grinding. Includes related traffic control.
2624	Indirect Expense	Indirect shop expenses and shop equipment. Allocate to mobile equipment.
2629	Supplies & Small Tools	Shop tools, small equipment, and supplies that cannot be directly charged to a mobile equipment unit.
2819	Bridge Curb, Walk And Railing	Repairing and maintaining bridge curb, walk, rail, coping, and fencing connected to the rail. Includes glare screen and median barriers on bridges. Includes related traffic control.
2820	Bridge Deck	Work associated with bridge deck and slab repair regardless of removal depth or type of material used for patching. Includes deck or slab overlays and replacements and underside deck delamination. Includes related traffic control.
2822	Miscellaneous Bridge Maintenance	This source code does not include replacement or major repair. Miscellaneous maintenance tasks performed on a specific bridge or structure not covered by other source codes. Includes minor repairs and simple fixes on items such as stairways, drains, fencing, light bases, transient guards, and access doors. Includes transient removal, ordering materials, and picking up equipment. Includes related traffic control.
2824	Bridge Inspection-Non-Federal	All tasks related to inventory, inspection, and load capacity rating work done on trunk highway bridges to meet the requirements of the National Bridge Inspection System and/or Minnesota Bridge Safety Inspection Program or for billing to local governments. Includes related inspection reports and deck condition surveys.
2827	Bridge Expansion, Relief Joints	All maintenance tasks associated with bridge expansion joints, except joint reestablishment. Includes tightening expansion device bolts and replacing seal glands. Includes related traffic control.
2828	Bridge Inspection-Federal Fund	All bridge inspection tasks for non-MnDOT bridges funded by the federal Fracture-Critical Bridge Program (Project Code will begin with TSL and with the local bridge number). Includes related inspection reports. For MnDOT Trunk Highway bridges (Project Code begins with TSO followed by the bridge number) and local and Department of Natural Resources (DNR) (bridge number begins with 9A follow by bridge number) bridge inspections to be billed to the local government or Department of Natural Resources (DNR) use Source Code 2824.

If a source code is not on this list, a work order is needed.

Exhibit A - Table of Tech Serv

Used with TA98 Project IDs

If a source code is not on this list, a work order is needed.

Source Code	Title	Description
2829	Bridge Superstructure	All tasks to repair any bridge component above the bridge seat that is not included in other source codes. Includes repairs to all types of bridge superstructure elements such as girders, beams, floor beams, trusses, stringers, t-beams, precast channels, and box girders. Includes related traffic control.
2830	Bridge Bearing Assemblies	All tasks related to the repair and maintenance of fixed or expansion-bearing assemblies on bridges. Includes related traffic
2834	Waterway Maintenance	All tasks related to waterway maintenance for deck bridges. Includes debris removal, waterway cleanup, channel repair, and channel protection repair that is not part of slope protection. Includes related traffic control.
2838	Bridge Deck Crack Sealing	All tasks related to deck crack sealing. Includes related traffic control.
2863	Traffic Signal Inspection	Work related to cyclical structural and electrical inspection and preventive maintenance checks of traffic signal systems/structures. Includes labor, equipment, materials, and traffic control.
3000	Class Of Frequency Coordination	Use for frequency coordination done with APCO, AASHTO or FCCA.
3002	Radio/Electronic Infrastructure	Use for the repair and preventative maintenance of all equipment associated with wireless two-way radio communications systems (includes mobile radios, portable radios, base stations, console workstations, recorders, etc.). Non-MnDOT equipment - Must use Project number assigned to requesting agency; Department of Public Safety (DPS) includes State Patrol (SP) Bureau of Criminal Apprehension (BCA), Fire Marshall); does not include Department of Natural Resources (DNR). See OSRC Project
3005	Radio - Mobile Equipment	Use for the repair and preventative maintenance of all equipment associated with wireless two-way radio communications systems (includes mobile radios, portable radios, base stations, console workstations, recorders, etc.). Non-MnDOT equipment - Must use Project number assigned to requesting agency (State Patrol, DNR, BCA, Fire Marshall). See OSRC Project Code list.
3009	Radio/Electronic System Upgrade & Installation	Use for the installation and other services needed to provide major system upgrades or improvements to wireless or electronic systems. Use for all work performed to correct or repair deficiencies found in a new installation.
3025	Tower/Building Maintenance	Use for all tasks related to the maintenance of a tower building or site. Includes towers, buildings, generators, LP system, fencing, landscaping, grounding, ice bridge, cable management, climbing ladders, card key systems, and HVAC.
3027	Radio Programming	Creating or modifying radio frequency programs and programming mobile and portable radios. Does not include mobile radios used as fixed base radios as part of the Inter-OP System (Use 3009).
3049	On Call Electronic Communications Infrastructure Maintenance	To be used by Statewide Radio Communications personnel to record on-call time.

If a source code is not on this list, a work order is needed.

**CITY OF FALCON HEIGHTS
COUNCIL RESOLUTION**

December 23, 2020

No. 20-61

**RESOLUTION ENTER INTO A MASTER PARTNERSHIP CONTRACT WITH THE
MINNESOTA DEPARTMENT OF TRANSPORTATION (MnDOT)**

BE IT RESOLVED by the City Council of the City of Falcon Heights, as follows:

WHEREAS, The Minnesota Department of Transportation wishes to cooperate closely with local units of government to coordinate the delivery of transportation services and maximize the efficient delivery of such services at all levels of government; and

WHEREAS, MnDOT and local governments are authorized by Minnesota Statutes sections 471.59, 174.02, and 161.20, to undertake collaborative efforts for the design, construction, maintenance and operation of state and local roads; and

WHEREAS, the parties wish to be able to respond quickly and efficiently to such opportunities for collaboration, and have determined that having the ability to write “work orders” against a master contract would provide the greatest speed and flexibility in responding to identified needs.

NOW, THEREFORE, be it resolved: that the City of Falcon Heights enters into a Master Partnership Contract with the Minnesota Department of Transportation, a copy of which was before the Council.

The proper City of Falcon Heights officers are authorized to execute such contract and any amendments thereto.

The City of Falcon Heights City Administrator is authorized to negotiate work order contracts pursuant to the Master Contract, which work order contracts may provide for payment to or from MnDOT, and that the City of Falcon Heights City Administrator may execute such work order contracts on behalf of the City of Falcon Heights without further approval by this Council.

Moved by:

Approved by: _____

Randall C. Gustafson
Mayor

GUSTAFSON ___ In Favor
MIAZGA
ANDREWS ___ Against
LEEHY
WEHYEE

Attested by: _____

Sack Thongvanh
City Administrator