

CITY OF FALCON HEIGHTS
Regular Meeting of the City Council
City Hall
2077 West Larpenteur Avenue
AGENDA
April 14, 2021 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. March 10, 2021 City Council Workshop Minutes
2. March 24, 2021 City Council Regular Minutes
- E. PUBLIC HEARINGS:
- F. CONSENT AGENDA:
1. General Disbursements through: 4/09/21 \$190,109.98
Payroll through: 4/15/21 \$18,079.48
2. City Administrator Sack Thongvanh Performance Evaluation
3. Parks - Picnic Tables
4. Electric Payment Platform -AllPaid
5. Appointment of Danny Locke to the Community Engagement Commission
- G: POLICY ITEMS:
- 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/89488033956>

Toll Free Number:
1-833-548-0276
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Webinar ID: 894 8803 3956

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CITY OF FALCON HEIGHTS
Regular Meeting of the City Council
City Hall
2077 West Larpenteur Avenue
MINUTES
March 10, 2021 at 7:00 P.M.

NOTE: THIS MEETING WAS HELD BY WEB CONFERENCE

- A. CALL TO ORDER: 7:01 PM
- B. ROLL CALL: ANDREWS __X_ GUSTAFSON__X_ LEEHY__X_
MIAZGA __X_ WEHYEE__X_
STAFF PRESENT: THONGVANH__X__
- C. PRESENTATION
- D. APPROVAL OF MINUTES:
 - 1. February 24, 2021 City Council Regular Minutes
 - 2. March 3, 2021 City Council Workshop Minutes

Motion by Leehy to approve the minutes;
Approved 5-0.

- E. PUBLIC HEARINGS:
 - 1. Conduit Bonding – New Harmony Care Center

Administrator Thongvanh

The City received a request from the New Harmony Care Center to issue a conduit bond to help finance their project. The City has done conduit bonding for a number of years, and we receive 0.25% of 1% of the total bond amount. Staff recommend approval of the resolution.

Catherine Courtney, Taft

We are the City’s bond counsel. New Harmony Care Center facility is aging and will be relocated to Maplewood, and will involve construction of a new nursing home as well as senior housing. Each City can issue up to 10 million of its own bonds and conduit 501c3 bonds in a calendar year. The City of Maplewood does not have the capacity to issue bonds for this project.

Mayor Gustafson

At this point we will open the public hearing.

Sue Majerus

Is there a standard for where the money goes? When is the last time we used the bonding money for the City?

Administrator Thongvanh

The money goes in the capital fund. The last time we used conduit bonding for the street project in the University Grove.

Steven Sunderland, 1906 Prior Ave N

What are the risks for conduit bonding for the City?

Catherine Courtney

There really are no risks, the obligation is on the borrower. New Harmony is responsible for paying the bonds. There is no liability to the City even if there is a default per MN Statute.

Steven Sunderland

Are we leaving enough bond authority for our own needs?

Administrator Thongvanh

We have about 2 million in capacity left. Our street project will require \$650K, and the park building cost will be under a million and a half and some of this could be financed through existing funds.

Steven Sunderland

How are the conduit bond fees determined?

Administrator Thongvanh

Limited negotiation, typically they will ask other jurisdictions about their fees and try to match them with the other entities involved in the bonding. Most communities charge a quarter of one percent.

Mayor Gustafson

Hearing no further comment, the public hearing is now closed.

Council Member Wehyee

Does this impact taxes?

Administrator Thongvanh

No.

Mayor Gustafson

The budget impact is the revenue we earn, about \$18,700.

Motion by Council Member Miazga to approve Resolution 21-13;
Approved, 5-0.

2. Tax Increment Financing – Amber Union

Todd Hagen, Ehlers and Associates

We're considering the modification of the development program for the development district 1. We also have an adoption of an interfund loan agreement. Procedurally we have completed all the necessary steps that are required by statute. The TIF district has a maximum life of 26 years and the project appears to be consistent with the long-term economic development objectives of the City.

Pete Deanovic, Buhl Investors

Since the beginning my commitment has been to pursue all avenues for funding, and we have obtained funding for a variety of government sources outside the City.

Administrator Thongvanh

We're hoping that in 15 years this project will be done with TIF.

Council Member Wehyee

Could you speak a little bit to the timeline? When will the project be completed?

Pete Deanovic, Buhl Investors

Subject to establishing the TIF district, we are prepared to close financing that's required. The intent is to move forward before school is let out. We would like to begin prior to May 1, and we would like to have units available for rental in 2022 and we believe that by the end of 2022, it will be fully occupied.

Mayor Gustafson

We'll open the public hearing at this time.

Sue Majerus, 1381 Iowa Ave

I want to make sure that the taxes will still be received on the land value. I'd like to have more understanding on how much money you have gotten from other entities.

Todd Hagen, Ehlers

Right now, the county assessor has assigned a base value that will be distributed to all three tax jurisdictions.

Administrator Thongvanh

There will be improvements to the land and building, so the value will be frozen on both and the increment captured and distributed to Buhl Investors for the duration of the agreement.

Pete Deanovic, Buhl Investors

We obtained grant funding from TBA, Environmental Relief, a Community Development Block Grant, and DEED. One thing that can drive up expenses is material selection when working with the historical restoration requirements.

Sue Majerus, 1381 Iowa Ave

Has the building been registered as a historical building?

Pete Deanovic, Buhl Investors

It has been registered, the National Park Service issued a historical registration for the property in 2020. All of our plans have been reviewed by NPS for historical reference and to ensure that our work is consistent with preservation requirements.

Mayor Gustafson

Seeing no other attendees looking to speak, we will close the hearing and open discussion to the Council.

Council Member Miazga

This has been a long road, I'm excited to support this project.

Council Member Andrews

I think this is a great thing, I am glad we can participate.

Council Member Wehyee

I am excited as well. It's awesome that they will begin accepting residents as early as next year.

Council Member Leehy

I'm really appreciative of Pete and his team and their tenacity in finding grants.

Mayor Gustafson

I'd like to thank Buhl Investors for their work on this. Thank you for your vision.

Motion by Council Member Leehy to approve the Resolution and to authorize the City Administrator to execute any necessary documents;

Approved, 5-0.

F. CONSENT AGENDA:

1. General Disbursements through: 3/04/21 \$37,459.56
Payroll through: 2/28/21 \$19,394.24
2. Post-Issuance Compliance Policy and Procedures

3. 6-Month Performance Evaluation for Administrative and Communication Coordinator
Ashleigh Walter

Motion by Council Member Andrews to approve the Consent Agenda;
Approved, 5-0.

G: POLICY ITEMS:

H. INFORMATION/ANNOUNCEMENTS:

I. COMMUNITY FORUM:

J. ADJOURNMENT: 8:13 PM

Randall C. Gustafson, Mayor

Dated this 10th day of March, 2021

Sack Thongvanh, City Administrator

CITY OF FALCON HEIGHTS
Regular Meeting of the City Council
City Hall
2077 West Larpenteur Avenue
MINUTES
March 24, 2021 at 7:00 P.M.

NOTE: THIS MEETING WAS HELD BY WEB CONFERENCE

- A. CALL TO ORDER: 7:02 PM
- B. ROLL CALL: ANDREWS __X__ GUSTAFSON __X__ LEEHY __X__
MIAZGA __X__ WEHYEE __X__
STAFF PRESENT: THONGVANH __X__
- C. PRESENTATION
 - 1. Award Sale of General Obligation Improvement Bonds, Series 2021A

Todd Hagen, Ehlers & Associates

We received a bid today on the bonds for the projects. It's a relatively small bond amount, it's a short term of only 5 years and to get a better rate we went nonrated even though the City has a triple A rating. The bid had three participants. The bond will close on April 8 so the City will receive the funds then. The resolution in front of you will need approval and that will lock us into the rate.

Motion to adopt Resolution 21-16 for the sale of the bonds and authorizing the City Administrator to execute all necessary documents by Council Member Andrews;
Approved, 5-0.

- D. APPROVAL OF MINUTES:
 - 1. March 17, 2021 City Council Workshop Minutes

Motion to approve the March 17, 2021 minutes by Council Member Leehy;
Approved, 5-0.

- E. PUBLIC HEARINGS:

- F. CONSENT AGENDA:
 - 1. General Disbursements through: 3/17/21 \$241,680.88
Payroll through: 3/15/21 \$17,959.72
 - 2. Charitable/Lawful Gambling License for Falcon Heights Elementary PTA

Council Member Leehy

I did not see an attachment, is there a particular type of format for the charitable gambling?

Administrator Thongvanh

It's a raffle.

Motion to approve the consent agenda by Council Member Leehy;
Approved, 5-0.

G: POLICY ITEMS:

1. Amber Union Agreement for Tax Base Revitalization Account Grant – Metropolitan Council

Administrator Thongvanh

We have met with the Met Council to get clarity on our fiscal responsibilities for the grant. Any administrative work involved in serving as the fiscal agent will be billed to Buhl Investors. We are currently working on an encroachment agreement as well as a timeline and a preconstruction meeting.

Mayor Gustafson

This project will remain as affordable housing during the duration of the grant period which is for 15 years.

Motion to accept the award for the Tax Base Revitalization Grant from the Metropolitan Council by
Council Member Wehyee;
Approved, 5-0.

2. Police Services Update

Administrator Thongvanh

I met with Mayor Carter and Police Chief Axtell and they received our letter requesting services. They are now preparing a proposal for police services.

We sent a letter to Ramsey County informing them that we do not intend to renew our contract and that we are considering alternative agencies. If we don't come to an agreement with St. Paul, it does still give us the option of working with Ramsey County for police services. The letter needed to be sent by March 31 and if we come to an agreement with another agency, our contract with Ramsey County would end December 31, 2021.

Council Member Wehyee

Last year the Council passed the Sanctuary policy. I'm wondering if they are aware that this is one of our expectations for them.

Administrator Thongvanh

This is something we can communicate to St. Paul in our future conversations. I would be surprised if this wasn't already a priority for Mayor Carter.

Mayor Gustafson

A lot of our policy language was based on the St. Paul language and their police department.

Motion to give Administrator Thongvanh authority to provide notice to Ramsey County that we won't be continuing the current agreement by Council Member Andrews;
Approved, 5-0.

H. INFORMATION/ANNOUNCEMENTS:

Council Member Miazga

Northeast Youth and Family Services (NYFS) has been in COVID-19 mode for the last year in terms of what they offer for seniors and assistance with chores. The outside chores have been resumed, but inside chores are suspended until it's safe to do so. Any senior in the service area that would benefit should let NYFS know. They will be doing a spring cleanup in April.

Council Member Leehy

The Planning Commission is considering an ordinance on vacant homes and will be bringing it back for public input in the future.

Council Member Andrews

I appreciate the Mayor's statement on violence against Asians and Asian Americans to affirm our stance on antiracism.

Mayor Gustafson

We are in discussion regarding a survey on 20mph speed limit in Falcon Heights. I would encourage people to continue to contact City Hall and their council members to share concerns and questions.

Administrator Thongvanh

I'm working with staff on implementing priorities from the Council Retreat. We're continuing to work on projects including an agreement with the University regarding the storm sewer and our responsibilities and contribution. We'll continue to work with Amber Union. There's a lot of complexity with the five funding sources.

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: 7:42PM

Randall C. Gustafson, Mayor

Dated this 24th day of March, 2021

Sack Thongvanh, City Administrator

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REQUEST FOR COUNCIL ACTION

Meeting Date	April 14, 2021
Agenda Item	Consent F1
Attachment	General Disbursements and Payroll
Submitted By	Roland Olson, Finance Director

Item	General Disbursements and Payroll
Description	General Disbursements through: 4/09/21 \$190,109.98 Payroll through: 4/15/21 \$18,079.48
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.

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PACKET: 02269 APRIL 6TH 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-IN0044469		LABOR/EQUIP REPAIR ST LIGHT	362.47			
4/06/2021	APBNK	DUE: 4/06/2021 DISC: 4/06/2021		1099: N		
		LABOR/EQUIP REPAIR ST LIGHT		209 4209-85020-000	STREET LIGHTING POWER	362.47
		=== VENDOR TOTALS ===	362.47			
=====						
01-05375	FERGUSON WATERWORKS					
I-470750		HYDRANT MARKERS	160.50			
4/06/2021	APBNK	DUE: 4/06/2021 DISC: 4/06/2021		1099: N		
		HYDRANT MARKERS		204 4204-87090-000	REPAIR EQUIPMENT	160.50
		=== VENDOR TOTALS ===	160.50			
=====						
01-05290	GOODIN COMPANY					
I-02443843-00		FILTER WATER COOLER	84.75			
4/06/2021	APBNK	DUE: 4/06/2021 DISC: 4/06/2021		1099: N		
		FILTER WATER COOLER		101 4131-70110-000	SUPPLIES	84.75
		=== VENDOR TOTALS ===	84.75			
=====						
01-05115	GOPHER STATE ONE CALL					
I-1030385		LOCATES	62.10			
4/06/2021	APBNK	DUE: 4/06/2021 DISC: 4/06/2021		1099: N		
		LOCATES		601 4601-88030-000	LOCATES	62.10
		=== VENDOR TOTALS ===	62.10			
=====						
01-05134	HEJNY RENTAL, INC.					
I-333812		SOD CUTTER RENTAL	164.67			
4/06/2021	APBNK	DUE: 4/06/2021 DISC: 4/06/2021		1099: N		
		SOD CUTTER RENTAL		203 4203-89000-000	MISCELLANEOUS	164.67
		=== VENDOR TOTALS ===	164.67			
=====						
01-05235	JAN-PRO CLEANING SYSTEMS					
I-100569		JANTORIAL SVC APR	450.00			
4/06/2021	APBNK	DUE: 4/06/2021 DISC: 4/06/2021		1099: N		
		JANTORIAL SVC APR		101 4131-87010-000	CITY HALL MAINTENANCE	450.00
		=== VENDOR TOTALS ===	450.00			

PACKET: 02269 APRIL 6TH 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

01-05450 LEAGUE MN CITIES INS TRST

I-202104067802		ADDTL WC PREMIUM	2,087.00				
4/06/2021	APBNK	DUE: 4/06/2021 DISC: 4/06/2021		1099: N			
		ADDTL WC PREMIUM		601 4601-88000-000	INSURANCE & BONDS		2,087.00
=== VENDOR TOTALS ===			2,087.00				

01-06620 LUTHER NORTH COUNTRY FORD

I-202104067800		SWITCH	46.44				
4/06/2021	APBNK	DUE: 4/06/2021 DISC: 4/06/2021		1099: N			
		SWITCH		101 4132-87000-000	REPAIR EQUIPMENT		46.44
=== VENDOR TOTALS ===			46.44				

01-05582 MENARDS

I-202104067799		HEATER	96.26				
4/06/2021	APBNK	DUE: 4/06/2021 DISC: 4/06/2021		1099: N			
		HEATER		101 4131-70110-000	SUPPLIES		96.26
=== VENDOR TOTALS ===			96.26				

01-05973 NORTH SUBURBAN ACCESS CORPORAT

I-2021-029		WEBSTREAMING/CABLE/VIRTUAL	695.52				
4/06/2021	APBNK	DUE: 4/06/2021 DISC: 4/06/2021		1099: N			
		WEBSTREAMING FEB		101 4116-85050-000	CABLE TV		170.67
		PRODUCTION/CABLE SVC		101 4116-85050-000	CABLE TV		178.85
		VIRTUAL MEETING		101 4116-85050-000	CABLE TV		346.00
=== VENDOR TOTALS ===			695.52				

01-06053 OREILLY AUTO PARTS

I-202104067801		BELT/SWEEPER PARTS/WIPER BLAD	158.90				
4/06/2021	APBNK	DUE: 4/06/2021 DISC: 4/06/2021		1099: N			
		FAN BELT		101 4131-70110-000	SUPPLIES		11.69
		SWEEPER PARTS		602 4602-83025-000	SWEEPER PARTS/SUPPLIES		132.36
		JOHN DEERE WIPER BLADE		101 4132-70120-000	SUPPLIES		14.85
=== VENDOR TOTALS ===			158.90				

PACKET: 02269 APRIL 6TH 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
=====						
01-06186		RAMSEY COUNTY SHERRIFF;S OFFIC				
I-SHRFL 001972		ADDTL POLICY SVC RECONI8LIATI	18,066.00			
4/06/2021	APBNK	DUE: 4/06/2021 DISC: 4/06/2021		1099: N		
		ADDTL POLICY SVC RECONI8LIATIO		101 20200-000	ACCOUNTS PAYABLE	18,066.00
		=== VENDOR TOTALS ===	18,066.00			
=====						
01-07218		SAFE ASSURE CONSULTANTS				
I-2911		2021 OSHA TNG	1,444.49			
4/06/2021	APBNK	DUE: 4/06/2021 DISC: 4/06/2021		1099: N		
		2021 OSHA TNG		101 4131-86100-000	CONFERENCES/EDUCATION/AS	722.25
		2021 OSHA TNG		601 4601-86100-000	TRAINING	722.24
		=== VENDOR TOTALS ===	1,444.49			
=====						
01-05374		TENNIS SANITATION LLC				
I-2903373		RECYCLIN G FEB	6,960.99			
4/06/2021	APBNK	DUE: 4/06/2021 DISC: 4/06/2021		1099: N		
		RECYCLIN G FEB		206 4206-82030-000	RECYCLING CONTRACTS	6,960.99
I-2903374		RECYCLING/WMT/CEC	67.01			
4/06/2021	APBNK	DUE: 4/06/2021 DISC: 4/06/2021		1099: N		
		RASMEY CTY SWMT/CEC		101 4131-87010-000	CITY HALL MAINTENANCE	67.01
		=== VENDOR TOTALS ===	7,028.00			
=====						
01-06628		SACK THONGVANH				
I-202104067798		MAR-APR CELL PHONE REIMB	200.00			
4/06/2021	APBNK	DUE: 4/06/2021 DISC: 4/06/2021		1099: N		
		MAR-APR CELL PHONE REIMB		101 4131-85015-000	CELL PHONE	100.00
		MAR-APR CELL PHONE REIMB		601 4601-85015-000	CELL PHONE	100.00
		=== VENDOR TOTALS ===	200.00			
=====						
01-05752		UNIVERSAL TRUCK SERVICE LLC				
I-51008		SWEEPER BRAKE REPAIRS	395.89			
4/06/2021	APBNK	DUE: 4/06/2021 DISC: 4/06/2021		1099: N		
		SWEEPER BRAKE REPAIRS		602 4602-83025-000	SWEEPER PARTS/SUPPLIES	395.89
		=== VENDOR TOTALS ===	395.89			

PACKET: 02269 APRIL 6TH 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
=====						
01-05737		VERIZON WIRELESS				

I-9876239673		CELL PHONE TO MAR 23	36.09			
4/06/2021	APBNK	DUE: 4/06/2021 DISC: 4/06/2021		1099: N		
		CELL PHONE TO MAR 23		101 4131-85015-000	CELL PHONE	36.09
		=== VENDOR TOTALS ===	36.09			
		=== PACKET TOTALS ===	31,539.08			

PACKET: 02271 APR 6TH 2ND PAYABLE

VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

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

01-05519 CRAIGRAPP LLC

I-11.20/03		ANNUAL MEMBERSHIP 2021	1,400.00		
4/06/2021	APBNK	DUE: 4/06/2021 DISC: 4/06/2021		1099: N	
		ANNUAL MEMBERSHIP 2021		101 4112-86100-000	CONFERENCES/EDUCATION/AS 1,400.00
=== VENDOR TOTALS ===			1,400.00		
=== PACKET TOTALS ===			1,400.00		

PACKET: 02274 APR 9 PAYABLES

VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

POST DATE	BANK CODE	DESCRIPTION	GROSS DISCOUNT	P.O. # G/L ACCOUNT	ACCOUNT NAME	DISTRIBUTION
=====						
01-06480	SHORT, WILLIAM	HEARING OFFIC				
I-202104097806		HEARING OFFICER FEES 2020	200.00			
4/09/2021	APBNK	DUE: 4/09/2021 DISC: 4/09/2021		1099: N		
		HEARING OFFICER FEES 2020		101 4122-81200-000	911 DISPATCH FEES	200.00
		=== VENDOR TOTALS ===	200.00			
=====						
01-00300	ABLE HOSE & RUBBER					
I-223528-001		AIR HOSE FITTINGS	12.98			
4/09/2021	APBNK	DUE: 4/09/2021 DISC: 4/09/2021		1099: N		
		AIR HOSE FITTINGS		101 4131-70110-000	SUPPLIES	12.98
		=== VENDOR TOTALS ===	12.98			
=====						
01-00875	BHE COMMUNITY SOLAR, LLC					
I-353314		SOLAR GARDEN ELECT	433.12			
4/09/2021	APBNK	DUE: 4/09/2021 DISC: 4/09/2021		1099: N		
		SOLAR GARDEN ELECT		101 4131-85025-000	SOLAR ELECTRIC	433.12
		=== VENDOR TOTALS ===	433.12			
=====						
01-03110	CENTURY LINK					
I-202104097805		LIFT STATION AUTO DIALER	72.87			
4/09/2021	APBNK	DUE: 4/09/2021 DISC: 4/09/2021		1099: N		
		LIFT STATION AUTO DIALER		601 4601-85011-000	TELEPHONE - LANDLINE	72.87
		=== VENDOR TOTALS ===	72.87			
=====						
01-03108	CERTIFIED LABORATORIES					
I-7306508		AROSOL DUST CLEANERS/PERMALUB	411.28			
4/09/2021	APBNK	DUE: 4/09/2021 DISC: 4/09/2021		1099: N		
		AROSOL DUST CLEANERS/PERMALUBE		101 4131-70110-000	SUPPLIES	411.28
I-7311052		EAR PLUGS AND GLOVES	83.08			
4/09/2021	APBNK	DUE: 4/09/2021 DISC: 4/09/2021		1099: N		
		EAR PLUGS AND GLOVES		101 4131-70110-000	SUPPLIES	83.08
		=== VENDOR TOTALS ===	494.36			

PACKET: 02274 APR 9 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

01-06290 CITY OF ROSEVILLE

I-229998		IT SUPPORT	4,042.58			
4/09/2021	APBNK	DUE: 4/09/2021 DISC: 4/09/2021		1099: N		
		IT SUPPORT		101 4116-85070-000	TECHNICAL SUPPORT	1,074.93
		IT SUPPORT STAFF		101 4116-85070-000	TECHNICAL SUPPORT	2,536.91
		IT EQUIPMENT		101 4116-85070-000	TECHNICAL SUPPORT	144.68
		IT SOFTWARE LICENSE		101 4116-70100-000	SUPPLIES	286.06
=== VENDOR TOTALS ===			4,042.58			

01-04570 JOSEPH, KATRINA E.

I-111		PROSECUTION MAR	25.00			
4/09/2021	APBNK	DUE: 4/09/2021 DISC: 4/09/2021		1099: Y		
		PROSECUTION MAR		101 4123-80200-000	LEGAL FEES	25.00
=== VENDOR TOTALS ===			25.00			

01-05440 LOFFLER COMPANIES, INC

I-3687002		COPIER COSTS FEB	22.31			
4/09/2021	APBNK	DUE: 4/09/2021 DISC: 4/09/2021		1099: N		
		COPIER COSTS FEB		101 4112-87000-000	REPAIR OFFICE EQUIPMENT	22.31
=== VENDOR TOTALS ===			22.31			

01-05665 METROPOLITAN COUNCIL

I-1122241		WASTE WATER SVC APR	48,196.27			
4/09/2021	APBNK	DUE: 4/09/2021 DISC: 4/09/2021		1099: N		
		WASTE WATER SVC APR		601 4601-85060-000	METRO SEWER CHARGES	48,196.27
=== VENDOR TOTALS ===			48,196.27			

01-05263 MID CITY SERVICES- INDUSTRIAL

I-152231		FLOOR MAT SVC	42.15			
4/09/2021	APBNK	DUE: 4/09/2021 DISC: 4/09/2021		1099: N		
		FLOOR MAT SVC		101 4131-87010-000	CITY HALL MAINTENANCE	42.15
=== VENDOR TOTALS ===			42.15			

PACKET: 02274 APR 9 PAYABLES

VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----		GROSS	P.O. #			
-----	-----	-----	-----	-----	-----	-----
DATE	BANK CODE	DESCRIPTION	DISCOUNT	G/L ACCOUNT	ACCOUNT NAME	DISTRIBUTION
=====						
01-06030	OLSON,ROLAND					

I-202104097804	FLEX REIMB	25.00				
4/09/2021	APBNK	DUE: 4/09/2021 DISC: 4/09/2021		1099: N		
	FLEX REIMB			101 21712-000	MEDICAL FLEX SAVINGS PAY	20.75
	FLEX REIMB			601 21712-000	MEDICAL FLEX SAVINGS PAY	3.75
	FLEX REIMB			602 21712-000	MEDICAL FLEX SAVINGS PAY	0.50
	=== VENDOR TOTALS ===	25.00				
=====						
01-06185	RAMSEY COUNTY					

I-RISK 002101	INSURANCE/ DENTAL/ DISAB ILIT	1,079.35				
4/09/2021	APBNK	DUE: 4/09/2021 DISC: 4/09/2021		1099: N		
	INSURANCE/ DENTAL/ DISAB ILITY			101 4112-89000-000	MISCELLANEOUS	1,079.35
	=== VENDOR TOTALS ===	1,079.35				
=====						
01-06184	RAMSEY COUNTY - POLICE AND 911					

I-EMCOM 009199	MAR 911 DISPATCH	2,546.43				
4/09/2021	APBNK	DUE: 4/09/2021 DISC: 4/09/2021		1099: N		
	MAR 911 DISPATCH			101 4122-81200-000	911 DISPATCH FEES	2,546.43

I-EMCOM 009216	CAD MARCH	348.81				
4/09/2021	APBNK	DUE: 4/09/2021 DISC: 4/09/2021		1099: N		
	CAD MARCH			101 4122-81200-000	911 DISPATCH FEES	348.81

I-SHRFL 001966	RAMSEY COUNTY - POLICE AND 91	99,629.67				
4/09/2021	APBNK	DUE: 4/09/2021 DISC: 4/09/2021		1099: N		
	RAMSEY COUNTY - POLICE AND 911			101 4122-81000-000	POLICE SERVICES	99,629.67
	=== VENDOR TOTALS ===	102,524.91				
	=== PACKET TOTALS ===	157,170.90				

MP #	NAME	AMOUNT
	SACK THONGVANH	3,911.96
	ASHLEIGH WALTER	1,563.04
	VANDARA THAMMAVONGSA	1,544.18
	ROLAND O OLSON	2,947.89
	TIMOTHY J PITTMAN	2,259.27
	DAVE TRETSVEN	1,813.02
	COLIN B CALLAHAN	1,990.77

16,030.13

TOTAL PRINTED: 7

4-09-2021 6:37 AM

PAYROLL CHECK REGISTER

PAGE: 1

PAYROLL NO: 01 City of Falcon Heights

PAYROLL DATE: 4/09/2021

MP NO	EMPLOYEE NAME	TYPE	CHECK DATE	CHECK AMOUNT	CHECK NO.
	MORETTO, PAUL A	R	4/09/2021	2,049.35	090393

4-09-2021 6:37 AM

PAYROLL CHECK REGISTER

PAGE: 2

PAYROLL NO: 01 City of Falcon Heights

PAYROLL DATE: 4/09/2021

*** REGISTER TOTALS ***

REGULAR CHECKS:	1	2,049.35
DIRECT DEPOSIT REGULAR CHECKS:	7	16,030.13
MANUAL CHECKS:		
PRINTED MANUAL CHECKS:		
DIRECT DEPOSIT MANUAL CHECKS:		
VOIDED CHECKS:		
NON CHECKS:		
TOTAL CHECKS:	8	18,079.48

*** NO ERRORS FOUND ***

** END OF REPORT **

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REQUEST FOR COUNCIL ACTION

Meeting Date	April 14, 2021
Agenda Item	Policy F2
Attachment	Addendum
Submitted By	Sack Thongvanh, City Administrator

Item	City Administrator Sack Thongvanh Performance Evaluation
Description	<p>Sack Thongvanh, City Administrator was hired April 27, 2015. In accordance with the employment agreement with Administrator Thongvanh the City Council members are to annually review the job performance and compensation. The City Council completed the 2020-2021 performance review and submitted the forms to the Mayor.</p> <p>The City Administrator's Performance Evaluation covers 50 scored questions and four narrative evaluation questions. Each of the ten categories of evaluation criteria contains five statements to rate performance on this scale:</p> <p>5 = Excellent (almost always exceeds the performance standard) 4 = Above average (generally exceeds the performance standard) 3 = Average (generally meets the performance standard) 2 = Below average (usually does not meet the performance standard) 1 = Poor (rarely meets the performance standard)</p> <p>The Council expressed satisfaction with Mr. Thongvanh' s service to the City of Falcon Heights. The cumulative Administrator Performance score was 4.578.</p> <p>Administrator Thongvanh has a history of delivering professional service that exceeds expectations during his six year tenure. Mr. Thongvanh has professionally handled the extraordinary challenges that our City has faced these past six years including the Castile shooting; search and replacement of police service vendors; administrative operations of the Fire Department; staff turnover; establishing a plan for city financial stability; facilitation of many inclusion efforts; directing more robust city communications; guiding the multi-year process of redeveloping the TIES building so that the Amber Union Project providing 125 new affordable housing units was able to happen; providing city services during the covid-19 pandemic; and other items that are handled on a daily basis.</p>

	Following this review it is the practice of the City for the Mayor to discuss the performance review results with the Administrator, and address an increase to the base salary and other compensation issues.
Budget Impact	Funds have been allocated for the 2021 Budget.
Attachment(s)	<ul style="list-style-type: none"> • Addendum #3 to Employment Agreement
Action(s) Requested	I recommend that the Falcon Heights City Council approve a step increase of 3% to base salary, and amend the 2015 Employment Agreement Provision 17 Termination Benefits to change the four month provision to six months per Addendum #3, for City Administrator Sack Thongvanh effective April 27, 2021.

ADDENDUM #3 TO THE MARCH 25TH EMPLOYMENT AGREEMENT

This contract is between Sack Thongvanh and the City of Falcon Heights, Minnesota. This addendum shall become effective as of April 27, 2021.

Amend 17. Termination Benefits. In the event that Employee is terminated by the Employer, then in that event, Employer agrees to pay six (6) months salary and all benefits included in the March 25th, 2015 Agreement and previous agreement addendums.

CITY OF FALCON HEIGHTS

BY: _____
Randall C. Gustafson, Mayor

Employee

BY: _____
Sack Thongvanh, City Administrator

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REQUEST FOR COUNCIL ACTION

Meeting Date	April 14, 2021
Agenda Item	Consent F3
Attachment	Quote
Submitted By	Sack Thongvanh, City Administrator

Item	Parks - Picnic Tables
Description	Additional and replacement picnic tables need to be purchased to provide additional seating for people that visit our parks to adhere to CDC and MD Department of Health guidelines for social distancing under the pandemic.
Budget Impact	Funds have been allocated for the expenditure.
Attachment(s)	<ul style="list-style-type: none"> • Quote
Action(s) Requested	Staff recommends approval of purchasing picnic tables from Minnesota/Wisconsin Playground for \$4,992.28.

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Minnesota / Wisconsin Playground
 5101 Highway 55, Suite 6000
 Golden Valley, Minnesota 55422
 Ph. 800-622-5425 | 763-546-7787
 Fax 763-546-5050 | briana@mnwiplay.com

01/04/2021
 Quote #100928-04-02

CONSULTANT: BRIANA COHEN

Recycled Plastic Picnic Tables

City of Falcon Heights
 Attn: Tim Pittman
 2077 West Larpenteur Avenue
 Falcon Heights, MN 55113
 Phone: 651-792-7618
 Fax: 651-792-7610
 tim.pittman@falconheights.org

Ship to Zip 55113

Quantity	Part #	Description	
4	8J2CRRP	Kay Park - J2G COATED TABLE WITH 8' REC PLAST (REINFORCED W/ 2 FRAMES) CHOOSE COLOR- Color: Cedar	
1	8J2CRRPEWC	Kay Park - J2C TABLE WITH 8' REINFORCED REC. PLAST (2 FRAMES) WC ACCESS COATED CHOOSE COLOR- Color: Cedar	
			Sub \$4,567.28
			Total
			Freight \$425.00
			Total \$4,992.28

Pricing: f.o.b. factory, firm for 30 days from date of quotation. A tax-exempt certificate is needed at time of order entry for all orders whether from tax-supported government agencies or not. Sales tax, if applicable, will be added at time of invoice unless a tax exempt certificate is provided at time of order entry.

Payment terms: net 30 days for tax supported governmental agencies. Should this quotation be forwarded to an agency not listed on this quote, credit terms, as well as other terms and conditions herein, may be need to be altered. For instance, non-tax supported organization purchasing any or all products and/or services quoted herein may require full payment for that amount due at time of order entry. Remaining balance owed by tax supported agency, if any, shall still be net 30 days. A 1.5% per month finance charge will be imposed on all past due accounts. Equipment shall be invoiced separately from other services and shall be payable in advance of those services and project completion. Retainage not accepted.

Unless already on file, please include a tax exempt certificate upon order entry whether a tax supported government agency or other.

Exclusions: unless specifically included, this quotation excludes all site work and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; equipment assembly and installation; safety surfacing; borders and drainage provisions.

Order Information:

Bill To: _____ Ship To: _____
 Company: _____ Project Name: _____
 Attn: _____ Attn: _____
 Address: _____ Address: _____
 City, State, Zip: _____ City, State, Zip: _____
 Contact: _____ Contact: _____
 Tel: _____ Tel: _____
 Fax: _____ Fax: _____



Minnesota / Wisconsin Playground
5101 Highway 55, Suite 6000
Golden Valley, Minnesota 55422
Ph. 800-622-5425 | 763-546-7787
Fax 763-546-5050 | briana@mnwiplay.com

01/04/2021
Quote #100928-04-02

CONSULTANT: BRIANA COHEN

Recycled Plastic Picnic Tables

Acceptance of quotation:

Accepted By (printed): _____ P.O. No: _____

Signature: _____ Date: _____

Title: _____ Phone: _____

Facsimile: _____ Purchase Amount: **\$4,992.28**



REQUEST FOR COUNCIL ACTION

Meeting Date	April 14, 2021
Agenda Item	Consent F4
Attachment	AllPaid Agreement Amended City Fee Schedule
Submitted By	Ashleigh Walter, Administrative & Communication Coordinator

Item	Electronic Payment Platform
Description	<p>The City accepts electronic payments for items such as building permits, business licenses, facility rentals, and park programming fees. This service allows staff to transact City business with customers remotely and offers a convenient option for customers to pay for services.</p> <p>The City has utilized PayPal in the past as its electronic payment platform and assesses customers a fee of roughly 3.1% + \$0.30 per transaction. Traditionally, PayPal is not designed for use by government agencies and staff would like to move to another platform that would utilize the City’s Federal Tax ID rather than a current staff person’s SSN as authentication.</p> <p>AllPaid, formerly Government Payment Service, is a secure payment processing company that provides for secure onsite and online payments. AllPaid accepts all major credit and debit card companies and would require a smaller transaction fee of 2.65% for the customer. Local agencies that use AllPaid include the cities of Appleton, Garfield, and Carlton, as well as the Municipal Clerks and Finance Officers Association of Minnesota (MCFOA).</p> <p>Once an agreement with AllPaid is signed, staff would close the City’s PayPal account and work to transition all electronic payments to AllPaid. The estimated startup period is 30 days before we would begin accepting payments on the new platform.</p>
Budget Impact	N/A
Attachment(s)	<ul style="list-style-type: none"> • AllPaid Agreement • 2021 City Fee Schedule
Action(s) Requested	<ol style="list-style-type: none"> 1. Staff recommend approval of the AllPaid Agreement and authorization of the City Administrator to execute all necessary documents. 2. Staff recommend a motion to amend the City Fee Schedule updating the credit/debit card convenience fee to 2.65% per transaction.

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MERCHANT AGREEMENT

This Merchant Agreement (“Agreement”) is by, between and among:

CITY OF FALCON HEIGHTS
2077 WEST LARPENTEUR AVENUE
FALCON HEIGHTS, MN 55113-5594

referred to herein as “Merchant”; Worldpay, LLC, for itself and its affiliates, a Delaware Limited Liability Company with a business address at 8500 Governors Hill Drive, Symmes Township, Ohio 45249 (hereinafter “Worldpay”); and AllPaid, Inc., a Delaware corporation having a principal place of business at 7820 Innovation Boulevard, Suite 250, Indianapolis, Indiana 46278 (“AllPaid”).

WHEREAS, AllPaid provides the “AllPaid Payment Network,” consisting of governments and other entities that contracted with AllPaid to accept payments made by individuals using credit cards, debit cards, prepaid debit cards, and other means of electronic payment (each, a “Payer” and collectively, “Payers”) for transmission to such entities, and Merchant, in order to improve Merchant’s services and enhance administration, desires to accept payments through AllPaid with such related support services as AllPaid provides; and

WHEREAS, the entities that establish and govern the rules, regulations and guidelines for the credit card and debit card systems such as Visa U.S.A., Inc. and MasterCard International Incorporated (collectively, the “Payment Type Organizations” or “PTOs”) require that Merchant enter into a contractual relationship with an entity that is a member of the PTOs and agrees to comply with PTO Rules and regulations (“PTO Rules”) as they apply to credit and debit card transactions that are submitted to Worldpay by AllPaid on Merchant’s behalf; and

WHEREAS, by Merchant executing this Agreement, Worldpay is made a party to this Agreement and Merchant understands that (i) Merchant has contracted with AllPaid to obtain certain processing services; (ii) AllPaid has agreed to be responsible for all or part of Merchant's obligations contained herein; and (iii) Merchant is fulfilling the PTO Rules.

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Merchant, Worldpay, and AllPaid agree as follows:

1. Recitals.

The above recitals are by this reference incorporated into and made a part of this Agreement.

2. Security and Compliance.

- 2.1 Merchant acknowledges and agrees that in the event Payer uses a credit, debit, or prepaid debit card, certain PTO Rules apply to Merchant’s acceptance of Payers’ payments. Merchant further acknowledges and agrees that security standards and guidelines published by the Payment Card Industry (“PCI”) Security Standards Council including PCI Data Security Standards (“DSS”) are also applicable to Merchant’s acceptance of payments from Payers. **In lieu of directly complying with all PTO Rules and PCI DSS requirements, Merchant may and hereby does appoint AllPaid as its agent to accept debit and credit cards and comply in full with all applicable PTO Rules and PCI DSS requirements, as they may be modified from time to time, on its behalf and AllPaid accepts such appointment subject to any limitations in this Agreement and any attachments hereto.** If any PTO requires an audit and/or forensic investigation due to an actual or suspected data security compromise event in connection with transactions processed hereunder, an audit and/or forensic investigation of AllPaid and its operations shall be sufficient for such purposes provided, however, that Merchant agrees to cooperate with such audit and/or forensic investigation as AllPaid may reasonably request.

- 2.2 Merchant acknowledges that any Payer personal information it obtains will be obtained lawfully, shall be retained only as necessary for the performance of Merchant's official duties, and will not be used by Merchant in violation of any PTO Rules or regulations or applicable law.
- 2.3 If at any time Merchant or AllPaid believes that Payer information has been compromised as a result of a breach of the AllPaid system, Merchant or AllPaid, as the case may be, must notify the other and AllPaid shall notify Worldpay, PTOs, Payers, and any other parties AllPaid is required to notify.
- 2.4 Merchant and AllPaid each additionally agree to comply, at each party's expense, with all federal, state, and local laws and the requirements of regulatory agencies as they pertain to the respective parties' businesses and operations.

3. AllPaid Obligations; Agency Appointment and Effect

AllPaid and Merchant agree that AllPaid will enable Payers to pay amounts owed to Merchant as follows:

- 3.1 AllPaid shall act as Merchant's authorized agent for the limited purpose of receiving payments from Payers on Merchant's behalf and Merchant expressly authorizes AllPaid to act as its agent for the receipt of Payer funds. Payment from the Payer to AllPaid by use of AllPaid's payment processing services shall be considered payment to Merchant, extinguishing the Payer's payment obligation to Merchant (in the amount paid by the Payer) as if the Payer had paid Merchant directly, subject to any right Merchant has to reject such transaction. AllPaid, and not the individual Payer, is solely liable to Merchant for Payer funds if AllPaid fails to remit funds to Merchant from Payers using AllPaid's services.
- 3.2 AllPaid shall obtain on Merchant's behalf authorization to process a charge to the Payer's credit card account, debit such Payer's debit card account, or take such other actions as may be required by Payer's financial services provider for purposes of funding payment(s) by such Payer to Merchant. Such charges or debits shall be subject to acceptance by Payer's financial services provider, PTO Rules, and any other applicable industry rules, laws, or regulations.
- 3.3 AllPaid shall act on Merchant's behalf in applying the service fees listed on Attachment "A" to this Agreement. Payer shall pay all service fees unless Merchant advises AllPaid Merchant intends to absorb all or any part of the service fees in the manner provided in this Agreement. For any service fees Merchant elects to absorb, Merchant shall follow the payment procedures described in Attachment "B" to this Agreement. Merchant hereby authorizes AllPaid to net and retain as AllPaid's sole compensation service fees paid by Payers in addition to the payment amounts. AllPaid may modify Payer fees at its sole option, providing Merchant with 30 days' notice of such modification and a revised attachment reflecting modified fees prior to activating the new fee structure. Service fees are non-refundable.
- 3.4 AllPaid shall transmit payment transactions on Merchant's behalf to Worldpay for further processing and shall further direct Worldpay to transfer Merchant's portion of all settling funds received from PTOs to Merchant in accordance with then-standard AllPaid practices. AllPaid shall establish unique payment codes on its system for the routing of Payer funds to Merchant. Such codes shall be available to Payers through Merchant or by accessing AllPaid's services.
- 3.5 AllPaid will maintain proper security and responsibility for Payer information while it is in AllPaid's possession, all at AllPaid's sole cost in accordance with applicable PCI DSS requirements, rules, laws, or regulations.
- 3.6 AllPaid shall be responsible for all chargebacks for payments made by card initiated not more than 180 days after the transaction. When a Payer initiates a chargeback within 180 days of a transaction, it automatically results in a provisional credit to the Payer from a AllPaid account. If AllPaid determines that a chargeback may be inappropriate, AllPaid expects Merchant to provide reasonable assistance in any challenge AllPaid makes to the chargeback. AllPaid reserves the right to adjust

service and security levels as AllPaid reasonably deems necessary to maintain payment security and integrity.

- 3.7 AllPaid reserves the right to charge Merchant for services or equipment beyond the scope of this Agreement, such as custom software development, non-AllPaid standard peripheral devices, and other services and support as the parties may agree upon from time to time.
- 3.8 AllPaid shall provide administrative support to Payers and to Merchant through a toll-free telephone help line and the Internet.
- 3.9 AllPaid shall provide Merchant with participation procedures that Merchant must follow in using AllPaid's payment services. In addition, AllPaid will provide Merchant with toll-free telephone numbers, web addresses, and promotional and instructional materials to market and explain the AllPaid service to Payers, and shall train Merchant staff on how to access and use, and how to assist Payers to access and use the AllPaid Payment Network.
- 3.10 AllPaid shall be responsible for all federal, state, and local taxes that may be imposed upon its services only.

4. Merchant Obligations

Merchant's continued participation in the AllPaid Payment Network is conditioned upon the following:

- 4.1 Merchant understands and agrees that its cooperation in promoting use of the AllPaid Payment Network is a significant consideration for Merchant and AllPaid entering into this Agreement. Merchant shall therefore (i) ensure that the appropriate employees participate in any AllPaid training or refresher training on the use and promotion of the AllPaid Payment Network and its associated services; (ii) keep available for reference any user manuals and instructional materials AllPaid provides to Merchant; (iii) display logos, signage, literature, and other promotional and instructional materials that AllPaid provides and otherwise inform and assist Payers to use AllPaid for their payments to Merchant; and (iv) cooperate with all reasonable AllPaid requests to encourage greater use of the AllPaid Payment Network. All marketing and promotion of AllPaid services by Merchant shall conform to guidelines provided by AllPaid from time to time.
- 4.2 Merchant shall provide telecommunication capabilities, such as telephone, facsimile, and Internet connections to enable Payers to access AllPaid from Merchant locations and enable AllPaid to communicate with Merchant. Further, Merchant shall be responsible for establishing and maintaining secure access at its locations to the AllPaid administrative system, including user identification, passwords and precautions for accessing all confidential information. AllPaid shall be entitled to rely on any communications or instructions initiated with Merchant's user identification, passwords or other security and identity tokens or devices. Merchant shall designate a primary contact and a secondary contact with which AllPaid may communicate on operational, technical, and administrative issues.
- 4.3 Merchant shall raise any claimed transaction or settlement errors with AllPaid within 12 months of the date of Merchant's receipt of the AllPaid report on which the claimed error appeared and shall otherwise follow the AllPaid Payment Network participation procedures that AllPaid provides to Merchant, as such procedures may be updated from time to time. Merchant shall cooperate with AllPaid in the event of an overpayment to refund to AllPaid funds that AllPaid can demonstrate exceed Payer liabilities to Merchant.
- 4.4 Merchant shall provide AllPaid with prompt written notice of any change in the information Merchant provides to AllPaid necessary for Merchant's participation in the AllPaid Payment Network, including but not limited to any change in its bank routing and account numbers.
- 4.5 In the event Merchant receives a payment from AllPaid that appears to have been obtained through the commission of civil or criminal fraud, Merchant shall cooperate in any resulting investigation.
- 4.6 Merchant shall not enter into any other agreement or make any other arrangement for services similar to those available through the AllPaid Payment Network for the duration of this Agreement.

5. Term and Termination

- 5.1 This Agreement shall become effective upon the date it has been executed by Merchant and AllPaid and shall continue for one year, automatically renewing for additional one-year periods. Notwithstanding the foregoing, this Agreement shall terminate if and when Worldpay ceases to provide processing services to AllPaid or if terminated earlier as provided herein.
- 5.2 Merchant may terminate this Agreement upon 30 days' written notice to AllPaid and AllPaid shall promptly inform Worldpay of such termination. If at any time Merchant wishes to terminate the services of AllPaid but continue to process transactions under this Agreement through Worldpay, Merchant shall immediately upon AllPaid's cessation of services become directly responsible for complying with all duties hereunder Merchant had formerly assigned to AllPaid.
- 5.3 AllPaid may terminate this Agreement (a) upon 30 days written notice prior to its annual expiration date; (b) upon 30 days written notice if Merchant fails to comply with AllPaid procedures for participating in the AllPaid Payment Network (subject to Merchant's reasonable opportunity to cure); or (c) immediately if Merchant fails to comply with any other term of this Agreement.

6. AllPaid and Worldpay Representations and Warranties

Each of Worldpay and AllPaid represents and warrants as follows:

- 6.1 This Agreement is valid, binding, and enforceable against the warranting party in accordance with its terms. Each party has full power and authority to execute and deliver this Agreement and perform its obligations hereunder.
- 6.2 The employees, agents and subcontractors of Worldpay and AllPaid shall possess the education, knowledge and experience necessary to qualify them individually for the particular duties they perform.
- 6.3 During the performance of this Agreement, each of Worldpay and AllPaid shall provide services in a non-discriminatory manner and shall not deny services or employment on the basis of race, creed, color, national origin, sex, age, disability, sexual orientation, military status, marital status or any other legally protected class.

7. Merchant Representations and Warranties

Merchant has taken all administrative, legal and regulatory measures necessary for it to enter into this Agreement and this Agreement is valid, binding, and enforceable against Merchant in accordance with its terms. Merchant warrants that Merchant's decisions and instructions to AllPaid with respect to Payer responsibility for payment of all or any part of the Service Fee shall conform with applicable law.

8. Notices

All notices permitted or required by this Agreement shall be in writing and shall be given to the respective parties in person at or by first class U.S. Mail or by recognized courier directed to the address first stated in this Agreement, or if by facsimile, to AllPaid at (888) 665-4755 or if to Merchant to the facsimile number Merchant provides to AllPaid (in each case, with a hard copy following). Notices under this section shall be deemed to be received, if sent by mail or courier, five days following their deposit in the U.S. Mail or with such courier and, if sent by facsimile, when such facsimile is transmitted to the number provided by the recipient and sender receives a confirmation of such facsimile.

9. Disclaimers and Limitation of Liability

- 9.1 The sole purpose of this Agreement is to enable Merchant to participate in the AllPaid Payment Network. Merchant understands and agrees that AllPaid takes no responsibility that amounts AllPaid transmits in payment to Merchant will fully satisfy any obligation to Merchant, and that AllPaid does not guarantee any particular outcome or result other than the delivery of each Payer's payment to Merchant.

- 9.2 Other than the limited agency of AllPaid to accept payments for Merchant nothing in this Agreement establishes or creates any association, partnership, joint venture, or relationship of master and servant or employer and employee between the parties or to provide either party with the right, power, or authority, expressed or implied, to create any such duty or obligation on behalf of the other party.
- 9.3 AllPaid shall be liable for losses or damages to Merchant to the extent provided herein only if they are caused directly by the gross negligence or willful misconduct of AllPaid.
- 9.4 Merchant bears all responsibility for administrative and official actions taken by Merchant. AllPaid accepts no liability whatsoever for Merchant actions taken based on payment information provided by AllPaid even if such information proves to be incorrect.
- 9.5 **THIS IS A CONTRACT FOR SERVICES. ALLPAID LIABILITY TO MERCHANT IS LIMITED TO MAKING PAYMENTS TO MERCHANT IN THE AMOUNTS THAT ALLPAID HAS INFORMED MERCHANT HAVE BEEN AUTHORIZED. THE ALLPAID PAYMENT NETWORK AND ANY INCIDENTAL GOODS AND RELATED SERVICES ARE PROVIDED ON AN AS-IS, AS-AVAILABLE BASIS. ALLPAID MAKES NO WARRANTIES THAT ALLPAID SERVICES WILL BE ERROR FREE OR UNINTERRUPTED AND DISCLAIMS ALL OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES REGARDING QUALITY, SUITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. NEITHER MERCHANT NOR ALLPAID SHALL BE LIABLE FOR LOST REVENUES, PROFITS, INTEREST, GOOD WILL, OR ANY INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES SUFFERED OR INCURRED BY THE OTHER PARTY IN CONNECTION WITH OR ARISING FROM SERVICES PERFORMED UNDER THIS AGREEMENT. WORLDPAY'S FUNCTION IS TO ACCEPT AND PROCESS MERCHANT'S TRANSACTIONS FROM ALLPAID. WORLDPAY SHALL HAVE NO LIABILITY TO MERCHANT WHATSOEVER HEREUNDER.**

10. Publicity

AllPaid shall not issue any press release or make any statement to the media with respect to this Agreement or the services provided hereunder without the prior written consent of Merchant.

11. Intellectual Property

Merchant acknowledges and shall not challenge AllPaid's ownership of AllPaid trademarks, service marks, trade names, patents, copyrights, or other intellectual property ("AllPaid Intellectual Property"). Merchant agrees that any Merchant use of AllPaid Intellectual Property shall be in accordance with AllPaid instructions and subject to the control, direction and approval of AllPaid; that any rights arising out of such use shall inure solely to the benefit of AllPaid; and that Merchant shall have no ownership or other interest in AllPaid Intellectual Property.

12. Miscellaneous Terms and Conditions

- 12.1 Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement. There are no third-party beneficiaries to the Contract. Notwithstanding the foregoing, the American Express terms of usage provided as Attachment "A" to this Addendum apply to transactions using cards issued by American Express.
- 12.2 Assignment. This Agreement may not be assigned, in whole or in part, by AllPaid or by Merchant without prior written consent of the other party, which consent shall not be unreasonably withheld.
- 12.3 Force Majeure. All parties are excused from performance and shall not be liable for any delay in performance or non-performance, in whole or in part, caused by the occurrence of any contingency beyond the control of the parties including, but not limited to, work stoppages, fires, civil

disobedience, riots, rebellions, terrorism, loss of power or telecommunications, flood, storm, Acts of God, or similar occurrences.

- 12.4 **Governing Law.** This Agreement shall be governed by the internal laws of the state in which Merchant is located. Litigation regarding this Agreement shall be filed in state or federal courts of appropriate jurisdiction in or near the county in which Merchant is located.
- 12.5 **No Waiver.** A waiver of any portion of this Agreement shall not be deemed a waiver or renunciation of other portions.
- 12.6 **Survival.** Rights and obligations under this Agreement which by their nature should survive will remain in effect after termination or expiration hereof.
- 12.7 **Severability.** In the event that any provision of this Agreement is adjudicated by any court of competent jurisdiction to be invalid, illegal, void, or unenforceable, all other provisions of this Agreement shall nevertheless remain in full force and effect.
- 12.8 **Counterparts.** This Agreement may be executed simultaneously in multiple counterparts, each of which is deemed an original, but all of which taken together constitute one and the same instrument. For purposes of execution and delivery, each party may rely upon the electronically imaged and emailed or faxed signature of the other party as an original document.
- 12.9 **Complete Agreement.** This Agreement, together with its attachments is the entire agreement between and expresses the complete understanding of the parties, superseding all prior or contemporaneous agreements, with regard to the subject matter herein and may not be altered, amended, or modified except in a writing incorporated hereto, and signed by the parties, provided, however, that AllPaid may revise the terms of this Agreement if required to comply with PTO Rules, law, or regulation and AllPaid provides notice to Merchant of such change and may modify fees per Section 3.3.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives or agents as of the date written below.

CITY OF FALCON HEIGHTS

ALLPAID, INC.

By: _____

By: _____

Printed Name: Sack Thongvanh

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



ATTACHMENT "A" – SERVICE FEES AVAILABLE

ALL SERVICE FEES ARE NON-REFUNDABLE

Service Fee Schedule for Tax and Utility Payments Via Web or Gov\$wipe®
2.65% <i>Minimum Fee = \$1.00</i>
Service Fee Schedule for Administrative & Civil Payments Via Web or Gov\$wipe®
2.65% <i>Minimum Fee = \$1.00</i>

Premium Assistance Fee for All Payments Via Call Center	
Add \$2.50 to each fee amount for use of operator assistance.	Add \$1.50 to each fee amount for use of Integrated Response Unit.

ATTACHMENT “B” – ADDITIONAL SERVICES

General Service Terms

Merchant is responsible for advising AllPaid as to the types of payments AllPaid is authorized to accept on Merchant’s behalf (per the service fees stated in any Attachment to this Agreement). Merchant may at any time (i) authorize AllPaid to accept additional types of payments within the scope of the applicable service fees; (ii) cancel the processing through AllPaid of any types of payments; and (iii) modify the account(s) to which AllPaid shall direct payments to Merchant by specifying all such changes to AllPaid **in writing** (for purposes of this attachment, “**in writing**” means via letter, email, or facsimile). Any such changes require reasonable lead-time to implement and are subject to AllPaid acceptance and confirmation **in writing**.

Service Fees

Service Fees may be the responsibility of Payer, Merchant, or shared by Payer and Merchant. Unless Merchant advises AllPaid otherwise, Merchant will be presumed to have chosen that Payers shall be responsible for all Service Fees. If Merchant elects to pay all or any portion of the Service Fee, Merchant must so advise AllPaid **in writing**. For any Service Fees Merchant elects to pay, AllPaid will debit Merchant’s account for Merchant’s share of the Service Fee in accordance with the terms of the debit authorization form Merchant completes. Merchant must allow AllPaid 30 days to make any changes Merchant requests to the Service Fee responsibility.

Service Models

AllPaid provides an e-commerce payment solution to entities that contract to participate in the AllPaid Payment Network. Basic service policies include a system designed to be available 24 hours a day, 7 days a week, 365 days a year; access to online administrative, analytical, and reporting capabilities; and customer service support to Merchant’s Payers and staff. AllPaid will cause funds to be forwarded electronically to Merchant’s designated account(s) for all approved transactions which are accepted by Merchant within two banking days after transaction authorization, or will remit funds by check if Merchant so requests **in writing**.

Payers may make payment transactions via the Internet or by toll-free telephone. All payments are processed using the Internet regardless of their method of initiation. AllPaid makes various methods of system access available to paying parties, including integrated solutions. The following additional terms apply to Merchant’s use of selected services. By

electing to utilize such services, Merchant agrees to the following:

Gov\$wipe: If Merchant selects *Gov\$wipe*, AllPaid will provide Merchant with card readers and peripheral equipment (cables, etc.), which are and will remain the property of AllPaid. Merchant understands that AllPaid card readers are embedded with proprietary technology (“Firmware”). AllPaid grants Merchant a license to use such card readers and Firmware for the duration, and only for purposes of this Agreement. Acceptance and use of card readers does not convey to Merchant any title, patent, copyright, or other proprietary right in or to the Firmware. At all times, AllPaid or its suppliers retain all rights to the Firmware, including but not limited to updates, enhancements, and additions. Merchant shall not attempt to access or disclose the Firmware to any party, or transfer, copy, license, sublicense, modify, translate, reverse engineer, decompile, disassemble, tamper with, or create any derivative work based on the Firmware.

Merchant will use reasonable care to protect card readers from loss, theft, damage or encumbrance. AllPaid shall provide card readers and installation instructions at service implementation and when providing replacement or additional card readers by shipment to a location Merchant designates. Or, at AllPaid’s option, Merchant will allow AllPaid and its designated representatives reasonable access to Merchant’s premises for purposes of training or device installation, repair, removal, modification, upgrades, or relocation. AllPaid is solely responsible for the maintenance of its card readers and shall supply Merchant with replacements on Merchant’s request and as AllPaid deems appropriate. Upon termination of the Agreement, AllPaid may require Merchant to return card readers to AllPaid, at AllPaid’s expense and by such method as AllPaid specifies.

Merchant may request an increase or decrease in the number of card readers deployed **in writing**. Any such changes will be subject to AllPaid acknowledgment and acceptance **in writing**. AllPaid shall communicate shipping and handling procedures and any costs to Merchant in advance of taking action.

ConnexYourGov: If Merchant elects to utilize AllPaid’s *ConnexYourGov* solution, Merchant must provide AllPaid with photographs, graphics, digital assets, or digital images legally created, taken, or acquired by Merchant (collectively, “Images”) that Merchant desires AllPaid to use. All Images that participating Merchants deliver to AllPaid become

subject upon delivery to a limited license granting AllPaid a non-exclusive right to reproduce, publicly display, and distribute the Images only for purposes of this Agreement. Any other AllPaid use of Images must be with Merchant's express written permission. Images may contain copyright management information at the discretion of Merchant in the form of either (i) a copyright notice (©) and/or (ii) other copyright and ownership information embedded in the metadata or elsewhere, unless otherwise agreed to by the parties. All rights relating to the Images remain the sole and exclusive property of Merchant.

Security

If desired, AllPaid may connect with Merchant's systems in a variety of methods. Any interfaces AllPaid establishes shall be based on specifications Merchant and AllPaid mutually develop. Merchant is responsible for advising AllPaid of any system changes that may affect such interfaces prior to their implementation. A Merchant interfacing with AllPaid may receive Payer information that is subject to PCI DSS which will be the Merchant's responsibility to secure. **ALLPAID ACCEPTS NO RESPONSIBILITY FOR SECURITY OR PCI DSS COMPLIANCE WITH RESPECT TO INFORMATION THAT RESIDES ON SYSTEMS OTHER THAN THOSE CONTROLLED BY ALLPAID.**

Gov\$wipe card readers are designed to communicate Payer data to AllPaid through Merchant's computing equipment to which they are cable-attached via USB port. Internet access to AllPaid is required for *Gov\$wipe* transaction processing and is enabled solely by Merchant's computers and networks. Merchant is responsible to use standard safeguards and practices to keep its computers and networks secure and free from malicious software or hardware. **ALLPAID IS NOT LIABLE TO MERCHANT FOR EXPOSURE OF MERCHANT'S COMPUTERS OR NETWORKS TO MALICIOUS SOFTWARE OR HARDWARE OF ANY KIND.**

American Express® Card Acceptance

1. American Express Compliance. Merchant agrees to comply with all Applicable laws, rules and regulations, including the American Express Merchant Operating Guide requirements, which are incorporated into this Agreement by reference as if they were fully set forth in the Agreement. The American Express Merchant Operating Guide may be viewed at: www.americanexpress.com/merchantopguide.

2. Processing Restrictions. Merchant is prohibited from processing transactions or receiving payments on behalf of, or (unless required by law) re-directing payments to any other party.

3. Third Party Beneficiary Rights. a. Notwithstanding anything in this Agreement to the contrary, Merchant confers on American Express the third party beneficiary rights, but not obligations, to the Merchant's Agreement and subsequent addendums (collectively the "Agreement") between Merchant and AllPaid and, as such, American Express has the express right to enforce the terms of the Agreement against the Merchant.

b. Merchant warrants that it does not hold third party beneficiary rights to any agreements between AllPaid and American Express and at no time will attempt to enforce any such agreements against American Express.

4. American Express Liability. MERCHANT ACKNOWLEDGES AND AGREES THAT IN NO EVENT SHALL AMERICAN EXPRESS, ITS AFFILIATES, AGENTS, SUCCESSORS, OR ASSIGNS BE LIABLE TO MERCHANT FOR ANY DAMAGES, LOSSES, OR COSTS INCURRED, INCLUDING INCIDENTAL, INDIRECT, SPECULATIVE, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND (WHETHER BASED ON CONTRACT, TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY, FRAUD, OR OTHERWISE, OR STATUTES, REGULATIONS, OR ANY OTHER THEORY), ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT.



Electronic Banking Worksheet

Agency Name/State:

Agency Contact Name:

Federal Employer Identification Number:

Bank Name:

Bank ABA (routing) #:

Bank Contact Name:

Bank Contact Phone #:

Account Name:

Account #:

Account Type:



CITY OF FALCON HEIGHTS
Adopted 2021 Fee Schedule

A. LICENSES

1. Business Licenses

<u>Item</u>	<u>Fee</u>
Bus Benches (Courtesy)	\$ 50.00 per bench
Gasoline Station Operator License	
Fewer than 15 hours	\$ 100.00
15-20 hours	\$ 400.00
20 hours or more	\$ 500.00
Municipal Business	
10,000 sq. ft. or less	\$ 100.00
10,001 sq. ft. or more	\$ 200.00
Pool Hall	\$ 800.00
Precious Metal Dealer	
Investigation fee/general	\$ 1,500.00
Investigation fee/MN only	\$ 500.00
License fee	\$ 2,000.00
Restaurant	
Lunchroom	\$ 50.00
Fewer than 15 hours	\$ 100.00
15-20 hours	\$ 400.00
20 hours or more	\$ 500.00
Therapeutic Massage License	
Investigation fee	\$ 350.00
License fee	\$ 100.00
Home Occupation License	\$ 50.00
Retail Grocery License	\$ 50.00
Holiday Tree Sales License	\$ 50.00
Car Wash License	\$ 50.00

2. Liquor Licenses

<u>Item</u>	<u>Fee</u>
Bottle Club	\$ 300.00
Liquor, Off-Sale	\$ 310.00
Liquor, On-Sale	\$ 4,000.00
Liquor, Special Event	\$ 25.00
Liquor, Sunday	\$ 200.00
Malt Beverage, Off-Sale	\$ 150.00
Malt Beverage, On-Sale	\$ 500.00
Malt Beverage, On-Sale (with wine license)	\$ 1.00
Wine License	\$ 2,000.00
Temporary Liquor License	\$ 50.00
Background Checks (per license)	\$ 500.00

3.	Other Licenses	
	<u>Item</u>	<u>Fee</u>
	Amusement machines (per machine)	\$ 30.00
	Cigarette sales	\$ 250.00
	Contractor licenses	\$ 35.00
	Peddlers and solicitors	
	(For profit)	\$ 25.00 per individual
	(Charitable)	Free, but license still required
	Pool tables (per table)	\$ 30.00
	Refuse Haulers	\$ 100.00
	Low-Density Rental License	\$ 50.00/per unit
	High-Density Multifamily Rental License	
	5-19 units per building	\$ 150.00
	20-49 units per building	\$ 200.00
	50-99 units per building	\$ 250.00
	100+ units per building	\$ 300.00
	Re-inspection (due to initial failure)	\$ 50.00

B. PERMITS

1. Building permit fees:

Total Valuation	Fee
\$1.00 - \$500.00	\$25.00
\$501.00 - \$2,000.00	\$25.00 for first \$500, \$3.25/each additional \$100, to and including \$2000
\$2,001.00 - \$25,000	\$73.75 for first \$2000, \$14.75/each additional \$1000, to and including \$25,000
\$25,001.00 - \$50,000	\$413.00 for first \$25,000, \$10.75/each additional \$1000, to and including \$50,000
\$50,001.00 - \$100,000.00	\$681.75 for first \$50,000, \$7.50/each additional \$1000, to and including \$100,000.00
\$100,001.00 - \$500,000.00	\$1,056.75 for first \$100,000, \$6.00/each additional \$1000, to and including \$500,000
\$500,001.00 - \$1,000,000.00	\$3,456.75 for first \$500,000, \$5.00/each additional \$1,000, to and including \$1,000,000
\$1,000,001 and up	\$5,956.75 for first \$1,000,000, \$4.00/each additional \$1,000

Other Inspections and Fees:

1. Inspections outside of normal business hours \$47.00 per hour¹ (minimum charge - two hours)
2. Re-inspection fees assessed under provisions of Section 305.8 \$47.00 per hour¹
3. Inspections for which no fee is specifically indicated \$47.00 per hour¹ (minimum

charge - one-half hour)

4. Additional plan review required by changes, additions or revisions to plans \$47.00 per hour¹ (minimum charge - one-half hour)
5. For use of outside consultants for plan checking and inspections, or both actual costs²

¹Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages, and fringe benefits of the employees involved.

²Actual costs include administrative and overhead costs.

**Building Permits are subject to the State Surcharge*

2. Relocation of structure or building: \$ 150.00
3. Demolition or removal of structure: \$ 1.25/1,000 cubic ft.; minimum \$ 50.00

4. Residential Solar Installation
Flat fee: \$200
State Surcharge: \$1.00

5. Mechanical permit fees

a. Residential Work

Base Fee \$ 30.00

State Surcharge \$1.00

Furnace/Boiler (warm air or hot water heating system)

\$ 60.00 New

\$ 30.00 Replacement

\$ 20.00 Unit heaters

Air conditioning and refrigeration

\$ 40.00 New

\$ 25.00 Replacement

Other Items

\$ 25.00 Gas line/piping

\$ 30.00 Duct work

\$ 35.00 Wood burning furnace per unit

\$ 35.00 Swimming pool heater per unit

\$ 25.00 Air exchanger with duct work per unit

\$ 25.00 Gas or oil space heater per unit

\$ 25.00 Gas direct vent heater per unit

\$ 25.00 Gas fireplace log or heater per unit

\$ 25.00 Gas hot water heater for domestic hot water (only if replacing gas

line)

b. Commercial Work

Gas piping, refrigeration, chilled water, pneumatic control, ventilation, exhaust, hot water, steam, and warm air heating systems.

This fee shall be \$50 plus 1-1/4 percent (1.25%) of the total valuation of the work. Value of the work must include the cost of installation, alteration, addition, and repairs, including fans, hoods, HVAC units and heat transfer units, and all labor and materials necessary for installation. In addition, it shall include all material and equipment supplied by other sources when those materials are normally supplied by the contractor.

6. Plumbing Permit Fees
\$ 30.00 base fee plus \$ 7.00 per fixture installed, \$ 1.00 state surcharge

7. Right of Way Permit Fees

<u>Item</u>	<u>Fee</u>
Registration fee	\$ 25.00
Hole	\$ 150.00
Trench	\$ 150.00 + \$40.00 per 100 lineal feet or portion thereof
Boring	\$ 150.00 + \$ 40.00 per 100 lineal feet or portion thereof
Obstruction	\$ 50.00 + \$ 0.06 per lineal foot

Small Cell Wireless

Permit fee	\$ 100.00
Rent on City structure	\$ 150.00 per year
Maintenance for colocation	\$ 25.00 per year
Monthly electrical services	
Radio node less than 100 watts	\$ 73.00 per month
Radio node over 100 watts	\$ 182.00 per month

8. Sewer Connection or Repair \$ 50.00

9. Water Connection

<u>Meter Size</u>	<u>Fee</u>
3/4"	\$ 62.00
1"	\$ 115.00
1-1/2"	\$ 265.00
2"	\$ 470.00
3"	\$ 1,080.00

10. Street Opening Fee \$ 25.00 (plus cost of permit)

11. Zoning Permit

<u>Item</u>	<u>Fee</u>
Fence	\$ 40.00
Temporary Sign	\$ 30.00
Permanent Sign (each)	\$ 50.00
Residential driveway	\$ 40.00
Commercial driveway	Subject to Building Permit Fees

12. Mobile Storage Structure/Dumpster Permit

<u>Location</u>	<u>Fee</u>
On private property	
14 days	\$ 10.00
30 days	\$ 20.00
On public street	
72 hours	\$ 10.00
(Permits may be renewed once in a 90 calendar-day period)	

13. Chicken Permit (first time and subsequent applications) \$ 50.00

14. Beekeeping Permit (first time and subsequent applications) \$50.00

C. PLANNING FEES*

<u>Item</u>	<u>Fee</u>
Comprehensive Plan Amendment	\$ 500.00
Conditional Use Permit	\$ 500.00
Design Review	
(when required by code)	\$ 50.00
Lot Split (one lot into two)	\$ 500.00
Planned Unit Development	\$ 500.00
Rezoning/Zoning Amendment	\$ 500.00
Subdivision (>1 new lot)	\$ 500.00 + \$ 100.00/lot created
Variance	\$ 500.00

*Fee plus actual cost billed by contractors or city consultant fees.

D. FACILITY RENTAL FEES

Private use of public facilities is permitted on a space available basis. Reservations and damage deposits are required for private use of the following community facilities. Discounted rates are available for weekly bookings:

Park Facility Rental Amenities & Fees

Facility	Amenities available	Rental Fees	
		Half Day 9am-3pm / 4pm-10pm	Full Day 9am-10pm
Community Park Building & Upper Picnic Area (2050 Roselawn Ave; corner of Roselawn and Cleveland)	Park building Full kitchen (stove, oven, refrigerator/freezer, sink, microwave) Tables & chairs Inside bathrooms 2 BBQ grills 9 Outdoor picnic tables Parking lot (50 vehicle capacity) plus off-street parking	Not Available	\$150 + tax
East Picnic Area (near playground)	2 Picnic tables Trash receptacles Portable toilet Parking lot (50 vehicle capacity) plus off-street parking	\$20 + tax	\$35 + tax
Lower Picnic Area (Southwest corner of park)	2 Picnic tables 1 BBQ grill Trash receptacles Portable toilet Parking lot (50 vehicle capacity) plus off-street parking	\$20 + tax	\$35 + tax
Play Kit Rental	Includes variety of balls, Frisbees, and other play equipment	\$15 + tax	
Set up/Tear Down	\$25		

Disclaimers:

- A damage deposit (\$200-400, or as determined by the City Administrator) is required for park facility rentals. The deposit must be made in a separate form from the payment and will be refunded upon return of facility key and inspection of the facilities.
- Nonprofit organizations must provide a copy of a Tax Exempt form (MN Dept. of Rev, IRS, W9 or MN Dept. of Taxation)
- Key pick up must be arranged two (2) days prior to scheduled event. Keys may be picked up at City Hall.
 - Regular business hours: Monday –Friday 8:00am-4:30pm
 - Summer hours (Memorial Day-Labor Day): 7:30am- 5:00pm Monday-Thursday, Friday 7:30am-noon
- Keys can be returned during business hours to City Hall. After hours drop-off is available via the drop box outside the main entrance.
- Rental permits will be issued once payment is received. Staff cannot reserve the facility without

payment.

- If you plan on bringing any outside equipment (i.e. inflatable devices, dunk tanks etc.) into the park, you must disclose this to a city employee during the reservation process. The City may require documentation such as a hold harmless agreement or certificate of insurance naming the City as an additional insured.

City Hall Facility Rental Fees

	Rental Fees			
	Capacity	3 hours	Half Day 9am-3pm/4pm-10pm	Full Day 8am-10pm
Council Chambers Full room (includes kitchen facility)	150 75 Seated	\$115.00 + tax	\$175.00 + tax	\$250.00 + tax
Partial Council Chambers (Front or Back Half)	75 30 Seated	\$50.00 + tax	\$100.00 + tax	\$150.00 + tax
Kitchen Facility	10 6 Seated	\$25.00 + tax	\$50.00 + tax	\$50.00 + tax
Conference Room	8 maximum	\$30.00 + tax	\$60.00 + tax	\$100.00 + tax
Set Up Fee (government entities exempt)	\$25.00			

Disclaimers:

- A \$200 refundable damage deposit is required for City Hall rentals. The deposit must be made in a separate form from the payment and will be refunded upon return of facility key and inspection of the facilities.
- Nonprofit organizations must provide a copy of a Tax Exempt form (MN Dept. of Rev, IRS, W9 or MN Dept. of Taxation)
- Key pick up must be arranged two (2) days prior to scheduled event. Keys may be picked up at City Hall.
 - Regular business hours: Monday –Friday 8:00am-4:30pm
 - Summer hours (Memorial Day-Labor Day): 7:30am- 5:00pm Monday-Thursday, Friday 7:30am-noon.
- Keys can be returned during business hours to City Hall. After hours drop-off is available via the drop box outside the main entrance.
- Rental permits will be issued once payment is received. Staff cannot reserve the facility without payment.
- City Hall cannot be rented for private social gatherings.

Field/Court/Rink Rental Fees

Discounted rates are available for Multi-day bookings (see below)

Individual/Group type	Single Day Use		Multi-day Use (weekly fee)
	3 hour block	Additional hours	
Resident	\$20 + tax	\$10/hour + tax	-
Non-resident	\$30 + tax	\$10/hour + tax	-
Youth organizations (must be open to youth aged 2-18 in Falcon Heights)	\$20 + tax	\$10/hour + tax	2 days/week: \$35 3 days/week: \$50 4 days/week: \$65 5 days/week: \$80 6+ days/week: \$100
Adult organizations	\$30 + tax	\$10/hour + tax	2 days/week: \$40 3 days/week: \$55 4 days/week: \$70 5 days/week: \$85 6+ days/week: \$105

Disclaimers:

- Fees apply only for games and practices. Tournaments or special events/services are subject to additional fees.
- Field/Court/Rink use permits will be issued when payment and application are received.
- All short term rentals (1-5 times) entitle the customer to use of the field as is; anything additional will be the customer’s responsibility (i.e. striping the field or providing bases.)
- Special request of services will be dealt with on a case by case basis and may include extra fees. All requests should be discussed with the Parks and Recreation Department at 651-792-7617.

E. FACILITY USE BY PUBLIC SERVICE ORGANIZATIONS

1. Public facilities are available for use on a reservation basis.
2. The following shall be allowed use of public facilities but set up/tear down fees apply:
 - a. Specifically listed local organizations:
 - League of Women Voters
 - Senior Citizen Groups (Falconeers, Roseville Area Seniors)
 - Ramsey County League of Local Governments
 - League of Minnesota Cities/ Association of Metropolitan Municipalities
 - Watershed management organizations
 - Scouts, Brownie Troops, 4-H, Campfire
 - Neighborhood Groups (e.g. Grove Association, Maple Knoll Courtyard Homeowner's Association)
 - 55 Alive Mature Driving Class
 - Cable Commission
 - Developers when presenting to neighbors
 - Legislators for informational (non-campaign) meetings, except after the filing date and before the November election of a legislative election year unless requested by a majority of the city council
 - Northeast Youth and Family Service
 - Lauderdale and Falcon Heights Lions Club
 - Roseville Rotary Club
 - Party Precinct caucuses, legislated district conventions and county conventions under the requirements of MN State Statute 202A.192
 - AARP Tax Services
 - Hobby groups or clubs that meet the following criteria:
 - Falcon Heights based (A minimum of 25% of on-going members or participants are Falcon Heights residents).
 - Non-profit
 - Open membership
 - Founded on a hobby
 - Actively reaches out to include people of different ages, especially youth, to encourage intergenerational exchanges of information
 - Encourages a community service and/or benefit component
 - Falcon Heights neighborhood or community groups whose activities are open to all and for the sole purpose of developing, fostering and strengthening neighborhood and community well-being.
 - b. Any organization that meets the above guidelines yet uses a facility more than twice a year shall be charged \$100 per year.
 - c. The organization or group cannot be a private, business, political, or religious organization.
 - d. Any organization denied free use under this policy as defined in this section may appeal to the city council.

F. MISCELLANEOUS FEES

<u>Item</u>	<u>Fee</u>
Agendas (City Council or Commissions) ¹	\$ 15.00/year
City Council Minutes ¹	\$ 35.00/year
Commission Minutes ¹	\$ 20.00/year
New Resident Handbook	\$ 10.00 printing fee
Single copies	\$ 0.25 + tax/page for first 100 pages
Assessment search	\$ 20.00
Maps	\$ 6.50
Open burning permit (no charge for recreational fires)	\$ 25.00
Returned Check Fee	\$ 25.00
Credit/ Debit -card convenience fee (PayPal) ²	3.1% + \$0.30 <u>2.65% per transaction</u>

¹ The charges apply only when hard copies are mailed. These documents can be viewed free of charge on the website or at City Hall.

~~² Park program fees are exempt from the credit card convenience fee.~~

G. FALSE ALARM FEES

1. Fire False Alarms (at an address or property within one calendar year)
 - \$ 0 for first false alarm
 - \$ 175 for second false alarm
 - \$ 300 for third false alarm
 - \$ 400 for fourth false alarm
 - \$ 500 for fifth and subsequent false alarm

2. Security False Alarms (at an address or property within one calendar year)
 - \$ 0 for first false alarm
 - \$ 60 for second false alarm
 - \$ 100 for third false alarm
 - \$ 200 for fourth false alarm
 - \$ 300 for fifth false alarm
 - \$ 400 for sixth false alarm
 - \$ 500 for seventh and subsequent false alarm

3. Penalties and Assessment
 - Penalties for late payment and assessment of unpaid fees are the same as stipulated for unpaid utility fees in the city code.

H. VEHICLE EMERGENCY RESPONSE

The fee for emergency personnel response to accidents is \$350.00/vehicle.

I. PARKING FEES

<u>Item</u>	<u>Fee</u>
Application fee to designate “residential area” permit parking	\$ 200.00

Annual residential area parking permits	
First two vehicles	\$ 15.00/vehicle
Third and subsequent vehicles	\$ 25.00/vehicle
Lost permit replacement	\$ 5.00
Temporary parking permit (up to 3 weeks)	\$ 3.00/vehicle
Temporary parking permit for 5 or more vehicles for a one-time/one-day event	\$ 25.00

J. SANITARY SEWER

The sanitary sewer fee for residential units is \$35.50 per quarter plus \$0.0232579 per cubic foot of water usage during the months of November – January. For apartment units, the rate will be \$35.50/unit/quarter plus \$0.0232579 per cubic foot of water used in November. For residential units, this will serve as the maximum fee for other quarters throughout the year, but the actual amount billed may be lower depending on water usage. For commercial units, the fee is \$0.0227572 per cubic foot of water usage during each month.

K. STORM DRAINAGE

The fee for storm drainage is \$26.00 per quarter for residential units and \$240.08 per acre for commercial and apartment units.

L. HYDRANT WATER

The fee for hydrant water is 6% surcharge of the water bill.

M. RECYCLING

The recycling charge is \$10.50 per quarter for residential units.

N. STREET LIGHTING

The street lighting fee is \$6.00 per quarter for residential units and \$0.02 per lineal foot frontage for commercial properties monthly.

O. FEES FOR UNSPECIFIED REQUESTS

A private party or public institution (hereinafter applicant) making a request to the City for approval of a project or for public assistance must cover the City's consultants' costs associated with reviewing the request. Prior to having the request considered by the City, the applicant must deposit an escrow fee in an amount that is estimated to cover the City's consultants' costs as determined by the City Administrator. If the City's consultants' costs exceed the initial escrow deposited by the applicant, an additional escrow fee will be required to cover the additional costs. The City shall use the applicant's fees to cover the City's actual consultants' costs in reviewing the request regardless of the City's action on the applicant's request. If the applicant's escrow fees exceed the City's actual consultants' costs for reviewing the request, the remaining escrow fees shall be refunded to the applicant.

P. SNOW AND ICE REMOVAL

\$100/hour with a minimum of \$100

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REQUEST FOR COUNCIL ACTION

Meeting Date	April 14, 2021
Agenda Item	Consent F5
Attachment	Resolution
Submitted By	Ashleigh Walter, Administrative & Communication Coordinator

Item	Appointment of Danny Locke to the Community Engagement Commission
Description	<p>Full Name Danny Locke</p> <p>Full Address 1791 Pascal St</p> <p>How Long At Above Address? 6 months</p> <p>In Which Capacity Would You Like to Serve? I'd love to learn more about how this role serves the community. What attracted me about this role was the opportunity to help positively impact "community needs and issues, crime and prevention, public awareness, community involvement, and human rights issues."</p> <p>What is the Reason You Would Like to Serve? I believe there's been a ton of change in our world over the last few years. If I'm able to serve, I would love to be a part of positively affecting the lives of people who call Falcon Heights their community. I believe we're better together.</p>
Budget Impact	N/A
Attachment(s)	<ul style="list-style-type: none"> • Resolution 21-17 Appointment of Danny Locke to the CEC
Action(s) Requested	Staff recommend approval of attached resolution appointing Danny Locke to the Community Engagement Commission.

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**CITY OF FALCON HEIGHTS
COUNCIL RESOLUTION**

April 14, 2021

No. 21-17

**RESOLUTION APPOINTING DANNY LOCKE TO THE COMMUNITY ENGAGEMENT
COMMISSION**

WHEREAS, the City Council consolidated the Human Rights Commission with the Neighborhood Commission to establish the Community Engagement Commission in 2015;

WHEREAS, The community engagement commission shall serve in an advisory capacity to the city council regarding the effective, meaningful and equal involvement of Falcon Heights residents in their community. The commission will identify opportunities to collaborate with community, educational, business and social services groups and organizations; identify ways to improve the city’s public participation, identify under-represented groups, remove any barriers, and engage and promote increased participation for all residents, businesses, community and neighborhood organizations; review and recommend ways to improve the city’s communications efforts so as to facilitate effective two-way communication between the city and all residents, businesses, community and neighborhood organizations; review and recommend ways to help improve resident emergency preparedness and crime prevention programs.

The commission shall review complaints of alleged human rights violations occurring within the city and secure equal opportunity for all residents of the city regarding public services, public accommodations, housing, employment and education.

WHEREAS, City Staff and the Mayor has interviewed Danny Locke and recommends appointment to the Falcon Heights Community Engagement Commission.

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

1. That the appointment of Danny Locke to the Community Engagement Commission is approved and adopted by the City Council of the City of Falcon Heights.

Moved by:

Approved by: _____
Randall C. Gustafson
Mayor

GUSTAFSON ___ In Favor
MIAZGA
ANDREWS ___ Against
LEEHY
WEHYEE

Attested by: _____
Sack Thongvanh
City Administrator