

CITY OF FALCON HEIGHTS
Regular Meeting of the City Council
City Hall
2077 West Larpenteur Avenue
AGENDA
February 10, 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
1. Saint Paul Regional Water Services
- D. APPROVAL OF MINUTES:
1. January 27, 2021 City Council Regular Minutes
- E. PUBLIC HEARINGS:
- F. CONSENT AGENDA:
1. General Disbursements through: 2/04/21 \$239,768.06
Payroll through: 1/31/20 \$20,571.39
2. Approval of City License(s)
3. Ramsey County Election Services
4. Forestry Services
5. Conduit Bonding: New Harmony Care Center – Call for a Public Hearing
6. Resignation of Susan Risher from the Parks and Recreation Commission
- G: POLICY ITEMS:
1. 2021 Pavement Management Project (PMP) – Award Contract
2. Amendment to the Falcon Heights Tax Increment Financing (TIF) Policy
3. Amendment to City Fee Schedule to include Tax Increment Financing (TIF)
- 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>

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McCarrons Treatment Plant Project

*Suburban Customers Presentation
Feb. and Mar. 2021*

McCarron's Water Treatment Plant

- Construction started in mid-1910s
- Backbone of the facility built by 1925
- Additions in the late 1930s and 1950s
- Much of the infrastructure is nearing 100 years in age
- Facility still produces excellent water quality



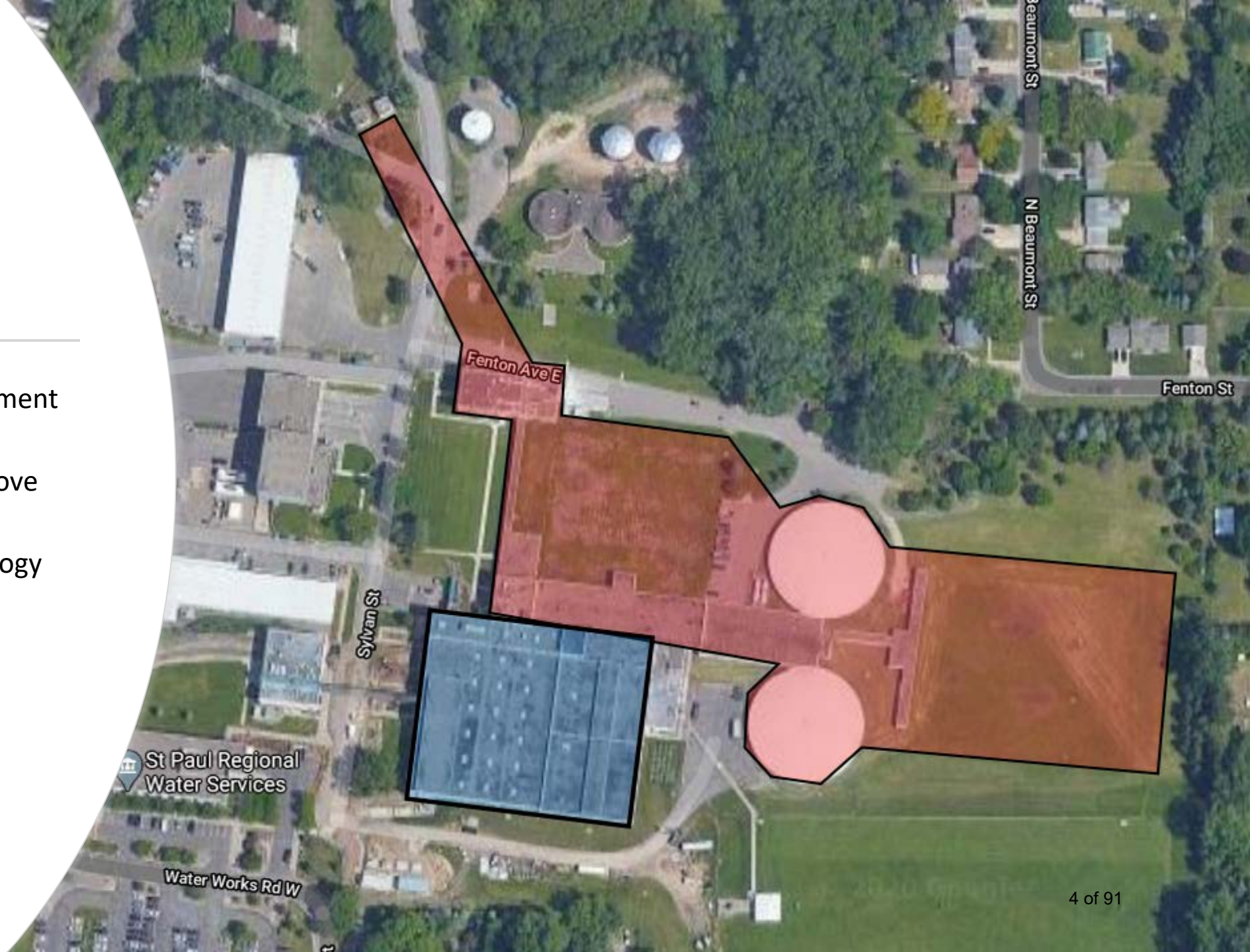
Why Now?



- Proactive approach to infrastructure
- Improve reliability
- Improve capacity to handle contaminants of emerging concern
- Reduce footprint and improve future flexibility
- Current interest rates

Preliminary Project Scope

- Replace approx. 2/3 of treatment process
- Reduce site footprint – improve future flexibility
- Add new, equivalent technology plus ozone



Public Relations

Water Quality improvements

Taste changes unlikely to be very noticeable

General Public – mailers, website, possible media coverage

Businesses that depend on water quality – more extensive coordination

Effect on future water rates

Financial Impacts

- Overall, rates are expected to increase approximately 25% over the duration of the project
- Costs remain less than a penny per gallon of water
- Rates remain below average nationally when compared to similarly sized drinking water providers
- Proactive approach and interest rates help ensure that customers are getting good value for their money.

Average SPRWS Customer (4,200 gal./month)

| Year | Avg. Monthly Bill |
|------|-------------------|
| 2021 | \$26.09 |
| 2022 | \$28.43 |
| 2023 | \$30.99 |
| 2024 | \$32.70 |

Note: These values are projections. Actual rate increases will depend on water consumption patterns. Also, these projections are conservative as they assume that fees will increase at the same rate as per unit charges.



Comparison: Bottled Water from Aldi

3.17 Gallons at \$3.29

Price Per Gallon = \$1.04

Bottled water is 135 times more expensive than projected 2024 rates



Performance Guaranteed

- Pilot Testing Process
- Design-Build: Performance Guarantees from Jacobs Engineering
- “Flip-the-Switch” Approach



Questions?

CITY OF FALCON HEIGHTS
Regular Meeting of the City Council
City Hall
2077 West Larpenteur Avenue
MINUTES
January 27, 2021 at 7:00 P.M.

NOTE: THIS MEETING WAS 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__

- C. PRESENTATION

- D. APPROVAL OF MINUTES:
1. January 13, 2020 City Council Regular Minutes

Motion by Council Member Leehy;
Approved, 5-0.

- E. PUBLIC HEARINGS:

- F. CONSENT AGENDA:
1. General Disbursements through: 1/19/21 \$138,523.31
Payroll through: 1/15/20 \$19,796.85
2. Approval of City License(s)

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

Motion by Council Member Wehyee to rescind approval of the rental license for 1758 Maple
Court at the request of City Administrator Thongvanh;
Approved, 5-0.

Administrator Thongvanh

I want to introduce the Council to Vandara Thammavongsa. Vandara has a degree from St. Thomas and has spent the last 3 years with the City of Burnsville Police Department.

Vandara Thammavongsa

Thank you for the opportunity, I am excited to work for the City. I look forward to meeting each of you.

G: POLICY ITEMS:

1. Amber Union Tax Increment Financing (TIF) Request – Calling for Public Hearing

Administrator Thongvanh

A resolution is included in your packet for a public hearing on the TIF request by Amber Union. The project received funding from the Met Council for about 1 million, state bonding for more than 23 million, and for DEED for 150k.

The next step will require a public hearing on the proposed adoption of a modification to the development program for District No. 1, the proposed establishment of TIF District No. 1-4. The public hearing will be via Zoom.

Council Member Leehy

I am wondering if we can have the schedule of the events on our City Calendar.

Administrator Thongvanh

I am working with our Community Development Coordinator, Paul Moretto, on a landing page for this project that people can use to find information on our website.

Peter Deanovic, Buhl Investors

We are grateful to have received funding. We will continue to press towards bringing this asset back to being a viable part of the community.

Council Member Andrews

Would it be possible to include some of the meetings as part of our regular Council meetings?

Peter Deanovic, Buhl Investors

From my experience, the meetings are best done during the day when we have a contractor on site.

Administrator Thongvanh

The purchase was previously owned by TIES and it was a non-taxable jurisdiction. Once Buhl Investors purchased the property, it is taxable. In 2021, the City will be receiving 16,000 in taxes which is 16K more than we have received. Under a TIF agreement, Buhl investors will still pay the base amount but any increment over that will be reimbursed for the duration of the term we agree to. There are specific uses that the money reimbursed can be used for.

Todd Hagen, Ehlers, Inc.

There will be a development agreement that is drafted. In the statutory process, you'll see the tax increment for 26 years. When you see the tax increment plan, you'll see a pretty large budget and some pretty large tax increment numbers but these will be scaled back when we get to the development agreement. I suspect that in the agreement we'll be looking at 12-13 years.

Council Member Wehyee

After the 12-year term, what happens to the rent? Does it go up?

Peter Deanovic

It will remain affordable housing after that 12-year period of time. After the 12-13 years, the City will receive the full amount of the taxes. One of the purposeful part of this plan is to make sure it doesn't encumber anything around it. For example, the parking lot next to the building will continue to pay its taxes, it will not be tied into the TIF.

Motion by Council Member Andrews to approve Resolution 21-05, seconded by Council Member Leehy;
Approved, 5-0.

2. McDonald Hopkins Engagement Letter

Administrator Thongvanh

There were about 20 employees that were affected by a data breach in November 2020. The City contacted a League and filed a case to ensure that we would be prepared for any damages that were incurred by the breach. Six of the IP addresses that accessed the document were non-employees. McDonald Hopkins is a firm that the League works with. The City will be providing 1 year of free credit monitoring for employees that were affected by the breach.

Council Member Miazga

Did the two employees from McDonald Hopkins provide an estimate for the time they would spend on this? I saw their hourly rates.

Administrator Thongvanh

No. If the cost exceeds my allowed 5,000 in spending, I would obtain additional information and bring it to Council for approval. Our deductible with the League is \$5,000, so either way it shouldn't exceed that.

Motion to approve engagement letter and to authorize City Administrator to execute necessary documents by Mayor Gustafson;
Approved, 5-0.

H. INFORMATION/ ANNOUNCEMENTS:

Council Member Leehy

I attended the Planning Commission last night as the Council Liaison. We discussed policies regarding vacant properties as well as landlord responsibilities. The other item that I will share is some information about email notifications, which residents can sign up for on our website.

Council Member Miazga

- NYFS meets tomorrow.
- Do Good Roseville has an event tomorrow evening.
- I want to express support for the Minnesota State House resolution that was passed on Monday.

Council Member Wehyee

- Council Member Miazga and I will be hosting a town hall meeting.
- I will be speaking with Administrator Thongvanh about ways to improve our City newsletter and make it more accessible.

Mayor Gustafson

- Community Engagement Commission met on Monday and elected a chair and vice chair. They will be brainstorming ideas for events post-COVID, and will be discussing City communications, since that is part of their responsibility under City ordinance.

Council Member Leehy

I appreciate Council Members Wehyee and Miazga for their efforts to host a town hall meeting. I would like to host a town hall meeting as a full council, which we intended to do last year but it was cancelled due to COVID.

Administrator Thongvanh

- We can discuss planning a town hall as a full council at the workshop.
- There was a water main break at the Community Park building.
- We have a conduit bonding request from a senior care facility, and I will talk more about this at the workshop.
- On the agenda will be police services and how we will move forward, as well as the survey results for the Larpenteur honorary naming.

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: 8:04 PM

Randall C. Gustafson, Mayor

Dated this 27th day of January, 2021

Sack Thongvanh, City Administrator



REQUEST FOR COUNCIL ACTION

| | |
|---------------------|-----------------------------------|
| Meeting Date | February 10, 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: 2/04/21 \$239,768.06 Payroll through: 1-31-21 \$20,571.39 |
| 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: 02240 JAN 22 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 | |
| ===== | | | | | | |
| 01-03117 | CITY OF LITTLE CANADA | | | | | |
| I-202101227740 | DEC BLDG PERMITS | 3,144.16 | | | | |
| 1/22/2021 | APBNK | DUE: 1/22/2021 DISC: 1/22/2021 | 1099: N | | | |
| | DEC BLDG PERMITS | | 101 20200-000 | ACCOUNTS PAYABLE | | 3,144.16 |
| | === VENDOR TOTALS === | 3,144.16 | | | | |
| ===== | | | | | | |
| 01-03583 | DELL MARKETING L.P. | | | | | |
| I-910022172252 | OPTIPLEX 7070 | 577.00 | | | | |
| 1/22/2021 | APBNK | DUE: 1/22/2021 DISC: 1/22/2021 | 1099: N | | | |
| | OPTIPLEX 7070 | | 401 20200-000 | ACCOUNTS PAYABLE | | 577.00 |
| | === VENDOR TOTALS === | 577.00 | | | | |
| ===== | | | | | | |
| 01-05166 | GRAINGER, W. W., INC. | | | | | |
| I-202101227741 | MISC SUPPLIES | 139.17 | | | | |
| 1/22/2021 | APBNK | DUE: 1/22/2021 DISC: 1/22/2021 | 1099: N | | | |
| | MISC SUPPLIES | | 101 20200-000 | ACCOUNTS PAYABLE | | 139.17 |
| | === VENDOR TOTALS === | 139.17 | | | | |
| ===== | | | | | | |
| 01-05870 | XCEL ENERGY | | | | | |
| I-202101227738 | ELECT | 2,709.80 | | | | |
| 1/22/2021 | APBNK | DUE: 1/22/2021 DISC: 1/22/2021 | 1099: N | | | |
| | ELECT | | 101 20200-000 | ACCOUNTS PAYABLE | | 2,709.80 |
| | === VENDOR TOTALS === | 2,709.80 | | | | |
| | === PACKET TOTALS === | 6,570.13 | | | | |

PACKET: 02243 JAN 29 PAYABLES

VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

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-----ID-----
-----GROSS P.O. #
-----DISCOUNT G/L ACCOUNT -----ACCOUNT NAME----- DISTRIBUTION
=====
01-00098 ARAMARK

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I-1004964986 LINENE CLEAING 77.57
1/29/2021 APBNK DUE: 1/29/2021 DISC: 1/29/2021 1099: N
LINENE CLEAING 101 4124-82011-000 LINEN CLEANING 77.57
=== VENDOR TOTALS === 77.57

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01-00869 BENEFIT EXTRAS, INC

```

I-99597 PLN RENEWAL AND 6 MONTH FEE 580.00
1/29/2021 APBNK DUE: 1/29/2021 DISC: 1/29/2021 1099: N
PLAN RENEWAL FEE 101 4112-89000-000 MISCELLANEOUS 400.00
6 MONTH FEE 101 4112-89000-000 MISCELLANEOUS 180.00
=== VENDOR TOTALS === 580.00

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01-05422 BP

```

I-202101297749 FUEL 897.10
1/29/2021 APBNK DUE: 1/29/2021 DISC: 1/29/2021 1099: N
FUEL 101 4132-74000-000 MOTOR FUEL & LUBRICANTS 897.10
=== VENDOR TOTALS === 897.10

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01-03103 CANON FINANCIAL SERVICES

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I-2604449 COPIER CHRGS 122.39
1/29/2021 APBNK DUE: 1/29/2021 DISC: 1/29/2021 1099: N
COPIER CHRGS 101 4131-87010-000 CITY HALL MAINTENANCE 122.39
=== VENDOR TOTALS === 122.39

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01-03110 CENTURY LINK

```

I-202101297745 SVC TO FEB 6TH 63.94
1/29/2021 APBNK DUE: 1/29/2021 DISC: 1/29/2021 1099: N
SVC TO FEB 6TH 601 4601-85011-000 TELEPHONE - LANDLINE 63.94
=== VENDOR TOTALS === 63.94

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01-00911 CITY OF NEW BRIGHTON

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I-21-0001814 4TH QTR HAZMAT 120.33
1/29/2021 APBNK DUE: 1/29/2021 DISC: 1/29/2021 1099: N
4TH QTR HAZMAT 101 20200-000 ACCOUNTS PAYABLE 120.33
=== VENDOR TOTALS === 120.33

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PACKET: 02243 JAN 29 PAYABLES

VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

| -----ID----- | | | GROSS | P.O. # | | |
|--------------|--------------------------------------|-------|----------|--------------------|------------------------|--------------|
| ----- | ----- | ----- | DISCOUNT | G/L ACCOUNT | -----ACCOUNT NAME----- | DISTRIBUTION |
| 01-06290 | CITY OF ROSEVILLE | | | | | |
| I-229836 | NETMOTION LICENSE VANDARA | | 60.00 | | | |
| 1/29/2021 | APBNK DUE: 1/29/2021 DISC: 1/29/2021 | | | 1099: N | | |
| | NETMOTION LICENSE VANDARA | | | 101 4116-85070-000 | TECHNICAL SUPPORT | 60.00 |
| I-229837 | ADOBE SUBSCRIPTON | | 65.00 | | | |
| 1/29/2021 | APBNK DUE: 1/29/2021 DISC: 1/29/2021 | | | 1099: N | | |
| | ADOBE SUBSCRIPTON | | | 101 4116-85070-000 | TECHNICAL SUPPORT | 65.00 |
| | === VENDOR TOTALS === | | 125.00 | | | |

| | | | | | | |
|----------------|--------------------------------------|--|-------|--------------------|----------|-------|
| 01-05582 | MENARDS | | | | | |
| I-202101297744 | SAW BLADES, BOLTS, GLUE | | 85.31 | | | |
| 1/29/2021 | APBNK DUE: 1/29/2021 DISC: 1/29/2021 | | | 1099: N | | |
| | SAW BLADES, BOLTS, GLUE | | | 601 4601-70100-000 | SUPPLIES | 85.31 |
| | === VENDOR TOTALS === | | 85.31 | | | |

| | | | | | | |
|----------------|--------------------------------------|--|-------|--------------------|----------|-------|
| 01-05670 | METRO PRODUCTS INC | | | | | |
| I-202101297744 | TEFLON TAPE, TY WRAPS | | 14.65 | | | |
| 1/29/2021 | APBNK DUE: 1/29/2021 DISC: 1/29/2021 | | | 1099: N | | |
| | TEFLON TAPE, TY WRAPS | | | 101 4131-70110-000 | SUPPLIES | 14.65 |
| | === VENDOR TOTALS === | | 14.65 | | | |

| | | | | | | |
|------------------|--------------------------------------|--|--------|---------------|--------------------------|--------|
| 01-05731 | MN DEPARTMENT OF LABOR INDUSTR | | | | | |
| I-DEC 1230152020 | 4TH QTR SURCHARGER | | 272.45 | | | |
| 1/29/2021 | APBNK DUE: 1/29/2021 DISC: 1/29/2021 | | | 1099: N | | |
| | 4TH QTR SURCHARGER | | | 101 20801-000 | DUE TO OTHER GOVERNMENTS | 272.45 |
| | === VENDOR TOTALS === | | 272.45 | | | |

| | | | | | | |
|----------------|--------------------------------------|--|-------|---------------|---------------|-------|
| 01-05843 | MN NCPERS LIFE INSURANCE | | | | | |
| I-202101297747 | LIE INS FEB | | 48.00 | | | |
| 1/29/2021 | APBNK DUE: 1/29/2021 DISC: 1/29/2021 | | | 1099: N | | |
| | LIE INS FEB | | | 101 21709-000 | OTHER PAYABLE | 24.64 |
| | LIE INS FEB | | | 204 21709-000 | OTHER PAYABLE | 1.60 |
| | LIE INS FEB | | | 601 21709-000 | OTHER PAYABLE | 15.52 |
| | LIE INS FEB | | | 602 21709-000 | OTHER PAYABLE | 6.24 |
| | === VENDOR TOTALS === | | 48.00 | | | |

PACKET: 02243 JAN 29 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 |

01-05558 MN SECRETARY OF STATE - NOTARY

| | | | | | |
|----------------|-------|--------------------------------|--------|--------------------|----------------------|
| I-202101297743 | | VANDARA NOTARY COJMM | 120.00 | | |
| 1/29/2021 | APBNK | DUE: 1/29/2021 DISC: 1/29/2021 | | 1099: N | |
| | | VANDARA NOTARY COJMM | | 101 4112-89000-000 | MISCELLANEOUS 120.00 |
| | | === VENDOR TOTALS === | 120.00 | | |

01-06030 OLSON,ROLAND

| | | | | | |
|----------------|-------|--------------------------------|--------|---------------|---------------------------------|
| I-202101297750 | | FLEX REIMB | 155.00 | | |
| 1/29/2021 | APBNK | DUE: 1/29/2021 DISC: 1/29/2021 | | 1099: N | |
| | | FLEX REIMB | | 101 21712-000 | MEDICAL FLEX SAVINGS PAY 128.65 |
| | | FLEX REIMB | | 601 21712-000 | MEDICAL FLEX SAVINGS PAY 23.25 |
| | | FLEX REIMB | | 602 21712-000 | MEDICAL FLEX SAVINGS PAY 3.10 |
| | | === VENDOR TOTALS === | 155.00 | | |

01-06184 RAMSEY COUNTY - POLICE AND 911

| | | | | | |
|----------------|-------|--------------------------------|-----------|--------------------|---------------------------|
| I-SHRFL 001945 | | POLICE SVCS JANUARY | 99,629.67 | | |
| 1/29/2021 | APBNK | DUE: 1/29/2021 DISC: 1/29/2021 | | 1099: N | |
| | | POLICE SVCS JANUARY | | 101 4122-81000-000 | POLICE SERVICES 99,629.67 |
| | | === VENDOR TOTALS === | 99,629.67 | | |

01-06141 SHI INTERNATIONAL GROUP

| | | | | | |
|-------------|-------|--------------------------------|----------|--------------------|--------------------------------|
| I-B12873904 | | HP DOCK G2 | 410.00 | | |
| 1/29/2021 | APBNK | DUE: 1/29/2021 DISC: 1/29/2021 | | 1099: N | |
| | | HP DOCK G2 | | 401 4401-90100-000 | FURNITURE & EQUIPMENT 410.00 |
| I-b12877296 | | SMART BUY ELITEBOOK | 1,216.00 | | |
| 1/29/2021 | APBNK | DUE: 1/29/2021 DISC: 1/29/2021 | | 1099: N | |
| | | SMART BUY ELITEBOOK | | 401 4401-90100-000 | FURNITURE & EQUIPMENT 1,216.00 |
| | | === VENDOR TOTALS === | 1,626.00 | | |

01-05812 SORENSEN CONSULTING

| | | | | | |
|-------------|-------|--------------------------------|----------|--------------------|---------------------|
| I-COPH 1.21 | | SELECTION ASSESSMENETS | 1,200.00 | | |
| 1/29/2021 | APBNK | DUE: 1/29/2021 DISC: 1/29/2021 | | 1099: N | |
| | | SELECTION ASSESSMENETS | | 101 4112-80330-000 | CONSULTANT 1,200.00 |
| | | === VENDOR TOTALS === | 1,200.00 | | |

PACKET: 02243 JAN 29 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 |
| ===== | | | | | |
| 01-00935 | ST PAUL REGIONAL WATER SERVICE | | | | |
| ----- | | | | | |
| I-202101297746 | | | | | |
| | H20 AND SS | 171.08 | | | |
| 1/29/2021 | APBNK | | 1099: N | | |
| | DUE: 1/29/2021 DISC: 1/29/2021 | | | | |
| | H20 | | 101 4131-85040-000 | WATER | 61.93 |
| | SS | | 601 4601-85070-000 | SAC CHARGES AND SS CHARG | 18.81 |
| | H20 | | 101 4141-85040-000 | WATER | 59.90 |
| | SS | | 601 4601-85070-000 | SAC CHARGES AND SS CHARG | 30.44 |
| | === VENDOR TOTALS === | 171.08 | | | |
| ===== | | | | | |
| 01-06525 | SUBURBAN ACE HARDWARE | | | | |
| ----- | | | | | |
| I-202101297748 | | | | | |
| | SUPPLIES BUILDER | 35.80 | | | |
| 1/29/2021 | APBNK | | 1099: N | | |
| | DUE: 1/29/2021 DISC: 1/29/2021 | | | | |
| | SUPPLIES BUILDER | | 101 4131-70110-000 | SUPPLIES | 35.80 |
| | === VENDOR TOTALS === | 35.80 | | | |
| ===== | | | | | |
| 01-06548 | TOLL - GAS & WELDING SUPPLY | | | | |
| ----- | | | | | |
| I-611602 | | | | | |
| | ANCHORS | 9.12 | | | |
| 1/29/2021 | APBNK | | 1099: N | | |
| | DUE: 1/29/2021 DISC: 1/29/2021 | | | | |
| | ANCHORS | | 101 4131-70110-000 | SUPPLIES | 9.12 |
| | === VENDOR TOTALS === | 9.12 | | | |
| | === PACKET TOTALS === | 105,353.41 | | | |

PACKET: 02245 FEB 1 PAYABLES

VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

| -----ID----- | | GROSS | P.O. # | | | |
|----------------|--------------|--------------------------------|----------|---------------|------------------------|--------------|
| DT DATE | BANK CODE | -----DESCRIPTION----- | DISCOUNT | G/L ACCOUNT | -----ACCOUNT NAME----- | DISTRIBUTION |
| ===== | | | | | | |
| 01-06781 | SMITH, MYRNA | | | | | |
| ----- | | | | | | |
| I-202102017751 | | EASEMENT FULHAM/FOLWELL | 2,100.00 | | | |
| 2/01/2021 | APBNK | DUE: 2/01/2021 DISC: 2/01/2021 | | 1099: N | | |
| | | EASEMENT FULHAM/FOLWELL | | 602 20200-000 | ACCOUNTS PAYABLE | 2,100.00 |
| | | === VENDOR TOTALS === | 2,100.00 | | | |
| | | === PACKET TOTALS === | 2,100.00 | | | |

PACKET: 02247 FEB 3 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 |

01-07689 WALTER, ASHLEIGH

| | | | | | |
|-----------------------|-------|--------------------------------|-------|--------------------------------------|-------|
| I-202102047756 | | CELL PHONE REIMB AND MILEAGE | 26.72 | | |
| 2/04/2021 | APBNK | DUE: 2/04/2021 DISC: 2/04/2021 | | 1099: N | |
| | | CELLPHONE REIMB AND MILEAGE | | 101 4116-85010-000 TELEPHONE | 20.00 |
| | | MILEAGE REIMB | | 101 4112-86010-000 MILEAGE & PARKING | 6.72 |
| === VENDOR TOTALS === | | | 26.72 | | |

01-00224 ALL TEST & INSPECTION INC

| | | | | | |
|-----------------------|-------|--------------------------------|--------|--|--------|
| I-OH21-13125 | | TEST OVERHEAD CRANE SHOP | 323.60 | | |
| 2/03/2021 | APBNK | DUE: 2/03/2021 DISC: 2/03/2021 | | 1099: N | |
| | | TEST OVERHEAD CRANE SHOP | | 101 4131-87010-000 CITY HALL MAINTENANCE | 323.60 |
| === VENDOR TOTALS === | | | 323.60 | | |

01-03117 CITY OF LITTLE CANADA

| | | | | | |
|-----------------------|-------|--------------------------------|--------|--------------------------------|--------|
| I-19930 | | 4TH QTR BLDG PERMIT MILEAGE | 314.05 | | |
| 2/04/2021 | APBNK | DUE: 2/04/2021 DISC: 2/04/2021 | | 1099: N | |
| | | 4TH QTR BLDG PERMIT MILEAGE | | 101 20200-000 ACCOUNTS PAYABLE | 314.05 |
| === VENDOR TOTALS === | | | 314.05 | | |

01-06290 CITY OF ROSEVILLE

| | | | | | |
|-----------------------|-------|--------------------------------|----------|--------------------------------------|----------|
| I-229846 | | IT SUPPORT | 4,042.58 | | |
| 2/04/2021 | APBNK | DUE: 2/04/2021 DISC: 2/04/2021 | | 1099: N | |
| | | IT SUPPORT OPERATONAL SVC | | 101 4116-85070-000 TECHNICAL SUPPORT | 1,074.93 |
| | | IT STAFF SUPPORT JAN` | | 101 4116-85070-000 TECHNICAL SUPPORT | 2,536.91 |
| | | IT EQUIPMENT | | 101 4116-85070-000 TECHNICAL SUPPORT | 144.68 |
| | | SOFTWARE LCENSING | | 101 4116-70100-000 SUPPLIES | 286.06 |
| === VENDOR TOTALS === | | | 4,042.58 | | |

01-03143 F & M TRUCKING INC

| | | | | | |
|-----------------------|-------|--------------------------------|--------|--------------------------------|--------|
| I-5876 | | RED MULCH FOR LARP MEDIAN | 179.80 | | |
| 2/03/2021 | APBNK | DUE: 2/03/2021 DISC: 2/03/2021 | | 1099: N | |
| | | RED MULCH FOR LARP MEDIAN | | 419 20200-000 ACCOUNTS PAYABLE | 179.80 |
| === VENDOR TOTALS === | | | 179.80 | | |

PACKET: 02247 FEB 3 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 |
| ===== | | | | | | |
| 01-05115 | GOPHER STATE ONE CALL | | | | | |
| I-1010386 | | LOCATES | 28.35 | | | |
| 2/03/2021 | APBNK | DUE: 2/03/2021 DISC: 2/03/2021 | | 1099: N | | |
| | | LOCATES | | 601 4601-88030-000 | LOCATES | 28.35 |
| === VENDOR TOTALS === | | | 28.35 | | | |
| ===== | | | | | | |
| 01-05045 | GRUBER'S POWER EQUIPMENT | | | | | |
| I-1274 | | HYDRAULIC OIL | 46.86 | | | |
| 2/03/2021 | APBNK | DUE: 2/03/2021 DISC: 2/03/2021 | | 1099: N | | |
| | | HYDRAULIC OIL | | 101 4132-77000-000 | CLOTHING | 46.86 |
| === VENDOR TOTALS === | | | 46.86 | | | |
| ===== | | | | | | |
| 01-05153 | HOME DEPOT CRC/GECF | | | | | |
| I-202102037753 | | BRUSH/WATER GUAGEPOLE LOCK | 104.93 | | | |
| 2/03/2021 | APBNK | DUE: 2/03/2021 DISC: 2/03/2021 | | 1099: N | | |
| | | BRUSH/WATER GUAGEPOLE LOCK | | 101 4131-87010-000 | CITY HALL MAINTENANCE | 104.93 |
| === VENDOR TOTALS === | | | 104.93 | | | |
| ===== | | | | | | |
| 01-05235 | JAN-PRO CLEANING SYSTEMS | | | | | |
| I-99348 | | JANITORIAL SVC JAN | 450.00 | | | |
| 2/04/2021 | APBNK | DUE: 2/04/2021 DISC: 2/04/2021 | | 1099: N | | |
| | | JANITORIAL SVC JAN | | 101 4131-87010-000 | CITY HALL MAINTENANCE | 450.00 |
| | | JANITORIAL SVC JAN | | 101 4124-61530-000 | FIRE HALL CLEANING | 0.00 |
| === VENDOR TOTALS === | | | 450.00 | | | |
| ===== | | | | | | |
| 01-05263 | MID CITY SERVICES- INDUSTRIAL | | | | | |
| I-146816 | | FLOOR MAT SVC | 41.12 | | | |
| 2/03/2021 | APBNK | DUE: 2/03/2021 DISC: 2/03/2021 | | 1099: N | | |
| | | FLOOR MAT SVC | | 101 4131-87010-000 | CITY HALL MAINTENANCE | 41.12 |
| === VENDOR TOTALS === | | | 41.12 | | | |
| ===== | | | | | | |
| 01-07263 | NEXTEL COMMUNICATIONS, INC | | | | | |
| I-172868921-191 | | CELLL PHONE | 17.57 | | | |
| 2/04/2021 | APBNK | DUE: 2/04/2021 DISC: 2/04/2021 | | 1099: N | | |
| | | NEXTEL COMMUNICATIONS, INC | | 101 4124-85015-000 | CELL PHONE | 17.57 |
| === VENDOR TOTALS === | | | 17.57 | | | |

PACKET: 02247 FEB 3 PAYABLES

VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

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

01-06030 OLSON,ROLAND

| | | | | | | | |
|-----------------------|-------|--|--------------------------------|-------|--------------------|---------|-------|
| I-202102047755 | | | JAN MILEAGE REIMB | 51.64 | | | |
| 2/04/2021 | APBNK | | DUE: 2/04/2021 DISC: 2/04/2021 | | 1099: N | | |
| | | | JAN MILEAGE REIMB | | 101 4113-86010-000 | MILEAGE | 51.64 |
| === VENDOR TOTALS === | | | | 51.64 | | | |

01-06024 ON SITE SANITATION

| | | | | | | | |
|-----------------------|-------|--|--------------------------------|--------|--------------------|-----------------------|-------|
| I-1070305 | | | HAND SANITZERS/TOILET | 75.00 | | | |
| 2/03/2021 | APBNK | | DUE: 2/03/2021 DISC: 2/03/2021 | | 1099: N | | |
| | | | HAND SANITZERS/TOILET | | 601 4601-85080-000 | PORTABLE TOILET PARKS | 75.00 |
| === VENDOR TOTALS === | | | | 235.00 | | | |

01-06115 TIMOTHY PITTMAN

| | | | | | | | |
|-----------------------|-------|--|--------------------------------|-------|--------------------|---------|-------|
| 02102037752 | | | MILEAGE | 35.84 | | | |
| 03/2021 | APBNK | | DUE: 2/03/2021 DISC: 2/03/2021 | | 1099: N | | |
| | | | MILEAGE | | 101 4132-86101-000 | MILEAGE | 35.84 |
| === VENDOR TOTALS === | | | | 35.84 | | | |

01-06185 RAMSEY COUNTY

| | | | | | | | |
|-----------------------|-------|--|--------------------------------|----------|---------------|------------------|----------|
| I-PUBW 019019 | | | GOTFRIED STORM PIT MAINT. | 3,288.15 | | | |
| 2/04/2021 | APBNK | | DUE: 2/04/2021 DISC: 2/04/2021 | | 1099: N | | |
| | | | GOTFRIED STORM PIT MAINT. | | 602 20200-000 | ACCOUNTS PAYABLE | 3,288.15 |
| === VENDOR TOTALS === | | | | 3,288.15 | | | |

01-06184 RAMSEY COUNTY - POLICE AND 911

| | | | | | | | |
|-----------------------|-------|--|--------------------------------|-----------|--------------------|-----------------|-----------|
| I-SHRFL 001952 | | | POLICE SVCS FEB | 99,629.67 | | | |
| 2/04/2021 | APBNK | | DUE: 2/04/2021 DISC: 2/04/2021 | | 1099: N | | |
| | | | POLICE SVCS FEB | | 101 4122-81000-000 | POLICE SERVICES | 99,629.67 |
| === VENDOR TOTALS === | | | | 99,629.67 | | | |

PACKET: 02247 FEB 3 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 |
| ===== | | | | | | |
| 01-06483 | SENTRY SYSTEMS, INC. | | | | | |
| I-764985 | | MONITORING SVC | 155.00 | | | |
| 2/03/2021 | APBNK | DUE: 2/03/2021 DISC: 2/03/2021 | | 1099: N | | |
| | | MONITORING SVC | | 101 4131-87100-000 | PANIC BUTTON SECURITY | 155.00 |
| | | === VENDOR TOTALS === | 155.00 | | | |
| ===== | | | | | | |
| 01-06141 | SHI INTERNATIONAL GROUP | | | | | |
| I-B12922656 | | OFFICE PRO PLUS | 365.00 | | | |
| 2/04/2021 | APBNK | DUE: 2/04/2021 DISC: 2/04/2021 | | 1099: N | | |
| | | OFFICE PRO PLUS | | 101 4112-70100-000 | SUPPLIES | 365.00 |
| | | === VENDOR TOTALS === | 365.00 | | | |
| ===== | | | | | | |
| 01-05374 | TENNIS SANITATION LLC | | | | | |
| I-2855885 | | RECYCLING JAN` | 6,961.50 | | | |
| 2/03/2021 | APBNK | DUE: 2/03/2021 DISC: 2/03/2021 | | 1099: N | | |
| | | RECYCLING JAN` | | 206 4206-82030-000 | RECYCLING CONTRACTS | 6,961.50 |
| I-855886 | | SWMT CEC JAN RECYCLING | 67.01 | | | |
| 2/03/2021 | APBNK | DUE: 2/03/2021 DISC: 2/03/2021 | | 1099: N | | |
| | | SWMT CEC JAN RECYCLING | | 101 4131-87010-000 | CITY HALL MAINTENANCE | 67.01 |
| | | === VENDOR TOTALS === | 7,028.51 | | | |
| ===== | | | | | | |
| 01-07898 | WSB | | | | | |
| I-R-016854-000-4 | | PLANNING CONSULTANT | 4,491.00 | | | |
| 2/03/2021 | APBNK | DUE: 2/03/2021 DISC: 2/03/2021 | | 1099: N | | |
| | | PLANNING CONSULTANT | | 101 20200-000 | ACCOUNTS PAYABLE | 4,491.00 |
| I-R-01D6854-000-3 | | PLANNING CONSULTANT | 4,848.00 | | | |
| 2/03/2021 | APBNK | DUE: 2/03/2021 DISC: 2/03/2021 | | 1099: N | | |
| | | PLANNING CONSULTANT | | 101 20200-000 | ACCOUNTS PAYABLE | 4,848.00 |
| | | === VENDOR TOTALS === | 9,339.00 | | | |
| ===== | | | | | | |
| 01-05870 | XCEL ENERGY | | | | | |
| I-202102037754 | | ELECTRIC | 41.13 | | | |
| 2/03/2021 | APBNK | DUE: 2/03/2021 DISC: 2/03/2021 | | 1099: N | | |
| | | ELECTRIC | | 101 4121-85020-000 | ELECTRIC | 11.89 |
| | | ELECTRIC | | 101 4141-85020-000 | ELECTRIC/GAS | 29.24 |
| | | === VENDOR TOTALS === | 41.13 | | | |
| | | === PACKET TOTALS === | 125,744.52 | | | |

| MP # | NAME | AMOUNT |
|--------|----------------------|----------|
| 022 | RANDALL C GUSTAFSON | 393.07 |
| 1-0023 | MELANIE M LEEHY | 262.05 |
| 1-0024 | MARK J MIAZGA | 262.05 |
| 1-0025 | YAKASAH WEHYEE | 262.05 |
| 1-0026 | KAY ANDREWS | 255.30 |
| 1-1005 | SACK THONGVANH | 3,911.96 |
| 1-1023 | ASHLEIGH WALTER | 1,451.10 |
| 1-1024 | VANDARA THAMMAVONGSA | 1,310.54 |
| 1-1136 | ROLAND O OLSON | 3,431.81 |
| 1-0132 | ANDREW K TEMME | 75.22 |
| 1-2258 | JOSEPH FLETT | 191.39 |
| 1-1030 | TIMOTHY J PITTMAN | 2,259.27 |
| 1-1033 | DAVE TRETSEVEN | 1,813.02 |
| 1-1143 | COLIN B CALLAHAN | 1,693.22 |

TOTAL PRINTED: 14 17,572.05

-26-2021 6:57 AM PAYROLL CHECK REGISTER
PAYROLL NO: 01 City of Falcon Heights

PAGE: 1
PAYROLL DATE: 1/26/2021

| P NO | EMPLOYEE NAME | TYPE | CHECK DATE | CHECK AMOUNT | CHECK NO. |
|------|--------------------------|------|------------|--------------|-----------|
| 10 | MORETTO, PAUL A | R | 1/26/2021 | 2,049.35 | 090206 |
| 40 | ANDERSON, KEVIN | R | 1/26/2021 | 61.61 | 090207 |
| 85 | JOHNSON-POWERS, DANIEL S | R | 1/26/2021 | 51.61 | 090208 |
| 87 | MCKAY, MICHAEL A | R | 1/26/2021 | 61.61 | 090209 |
| 95 | POESCHL, MICHAEL J | R | 1/26/2021 | 133.12 | 090210 |
| 97 | GAFFNEY, PATRICK | R | 1/26/2021 | 75.22 | 090211 |
| 24 | KRUSE, MICHAEL D | R | 1/26/2021 | 75.22 | 090212 |
| 35 | MCCANN, MORGAN B | R | 1/26/2021 | 61.61 | 090213 |
| 37 | WATTENHOFER, DANIEL J | R | 1/26/2021 | 75.22 | 090214 |
| 39 | RAVEN, WILLIAM M | R | 1/26/2021 | 129.11 | 090215 |
| 40 | CARLSON, RYAN J | R | 1/26/2021 | 34.14 | 090216 |
| 41 | HURNEY, PAYTON | R | 1/26/2021 | 41.08 | 090217 |
| 43 | MALENFANT, JONAH M | R | 1/26/2021 | 54.68 | 090218 |
| 45 | NEFF, KEVIN C | R | 1/26/2021 | 54.68 | 090219 |
| 72 | ARCAND, MICHAEL W | R | 1/26/2021 | 41.08 | 090220 |

1-26-2021 6:57 AM PAYROLL CHECK REGISTER
PAYROLL NO: 01 City of Falcon Heights

PAGE: 2
PAYROLL DATE: 1/26/2021

*** REGISTER TOTALS ***

| | | |
|--------------------------------|----|-----------|
| REGULAR CHECKS: | 15 | 2,999.34 |
| DIRECT DEPOSIT REGULAR CHECKS: | 14 | 17,572.05 |
| MANUAL CHECKS: | | |
| PRINTED MANUAL CHECKS: | | |
| DIRECT DEPOSIT MANUAL CHECKS: | | |
| VOIDED CHECKS: | | |
| NON CHECKS: | | |
| TOTAL CHECKS: | 29 | 20,571.39 |

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REQUEST FOR COUNCIL ACTION

| | |
|---------------------|---|
| Meeting Date | February 10, 2021 |
| 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>Tree Contractor's License</u> for 2021. Staff have received the necessary documents for licensure.</p> <p style="padding-left: 40px;">1. Morgan's Tree Service</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> <p style="padding-left: 40px;">1. Bradley Peper- 1758 Maple Court</p> |
| Budget Impact | N/A |
| Attachment(s) | N/A |
| Action(s) Requested | Staff recommends approval of the City license applications contingent on background checks and fire inspections as required. |

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REQUEST FOR COUNCIL ACTION

| | |
|---------------------|------------------------------------|
| Meeting Date | February 10, 2021 |
| Agenda Item | Consent F3 |
| Attachment | Agreement |
| Submitted By | Sack Thongvanh, City Administrator |

| | |
|----------------------------|--|
| Item | Election Services from Ramsey County |
| Description | <p>Ramsey County provides election services for the City of Falcon Heights which has expired in December of 2020. The new contract will begin January 2021 to December 2026.</p> <p>Additional information and the changes in listed in the letter provided by Ramsey County Elections Manager David Triplett.</p> |
| Budget Impact | Cost has been budgeted for in 2021. |
| Attachment(s) | <ul style="list-style-type: none"> • Letter from David Triplett, Ramsey County Elections Manager • Contract for Election Services |
| Action(s) Requested | Staff recommends that the Falcon Heights City Council approve the attached election service agreement and authorize the City Administrator and Mayor to execute all necessary documents. |

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TO: Sack Thongvanh, City of Falcon Heights
FROM: David Triplett, Ramsey County Elections Manager
SUBJECT: Contract for Election Services
DATE: September 29, 2020

The current contract and all renewals for election services between the City of Falcon Heights and the Ramsey County Elections office expire on December 31, 2020. As a result, if you wish to continue this service, the City of Falcon Heights and Ramsey County will need to execute a new contract. The new contract is attached. It will begin on January 1, 2021 and end on December 31, 2026. There are a few items we want you to be aware of:

The increase in the cost schedule accounts for:

- An increased hourly wage for election judges to bring the pay scale in alignment with other jurisdictions in the Twin Cities Metro Area, as well as the wage paid to Census workers and local businesses in Ramsey County. Election Judges have not received a raise in the hourly rate since 2016. Currently, precinct judges make \$10 an hour. The increase will increase precinct judge wages to \$15 an hour and will increase all other positions by \$5 an hour.
- Accommodate the increased volume of vote by mail and in-person early voting. This is primarily a statutory duty that applies to all municipalities. As you are aware, the increase in this activity has been prodigious this cycle – that aside, there has been a steady increase every year since 2012 and we project this to be increasingly popular beyond this cycle. We have provided this option for voters while maintaining Election Day voting access and resources.
- Account for duties that are statutorily related to cities that were not identified as in the previous contract.

Additionally:

- All jurisdictions will share the same contract terms - terms and conditions of the contract are non-negotiable by individual municipality.
- Contracts for precincts located outside of Ramsey County will no longer be offered. These precincts will need to be managed under a mutually agreeable method (such as a Joint Powers Agreement) between the corresponding county, municipality and Ramsey County.

The cost for your municipality to contract for election services with Ramsey County for the first term of 2021-2022 will be \$43,601.60, invoiced in quarterly payments. Ramsey County will provide an initial cost estimate for the 2023-2024 calendar years to you no later than April 1, 2022, and an initial cost estimate for the 2025-2026 calendar years by April 1, 2024.

Please contact me directly by no later than Friday, October 9 if your municipality wishes to contract with Ramsey County for Election Services. Otherwise do not hesitate to contact me for further questions. We very much appreciate your business and hope to continue serving you and your residents in the years ahead.

Sincerely,

David Triplett
Elections Manager - Ramsey County
90 Plato Blvd. W
Saint Paul, MN 55107
651-266-2206

**Agreement Between Ramsey County
And the City of Falcon Heights for Election Services**

This is an agreement between the County of Ramsey, through the Ramsey County Elections Office, 90 West Plato Boulevard, St. Paul, MN (“County”), and the City of Falcon Heights (“City”) for the provision of election services by the County (“Agreement”).

1. Term

This Agreement will be in effect for the period from January 1, 2021 through December 31, 2026 (“Initial Term”), unless earlier terminated pursuant to the provisions of this Agreement.

2. Renewal and Termination

This Agreement may be renewed for one additional two-year period by written agreement of the parties, in the form of an amendment to this Agreement. An amendment for renewal of this Agreement must be executed by all parties no later than June 1, 2026

This Agreement may be terminated by any party by written notice to the other parties no later than June 1 of any year, effective on January 1 of the following year. Upon termination of this Agreement, the City-owned voting equipment and materials previously owned by the City related to elections will be returned to the City.

3. General Agreements

- a) This Agreement only applies to precincts located solely within Ramsey County.
- b) This Agreement only applies to regularly scheduled elections.
- c) The County will conduct all special elections required by law during the term of this Agreement on behalf of City. The costs of all special elections that are not held concurrently with a regularly scheduled State, County or City election will be billed to the City for the actual cost realized to conduct a special election. The City will also pay all costs applicable to any state special elections that are not conducted on the date of a regularly scheduled City or state election.
- d) If a City primary is required, the City will pay all costs applicable to the primary. The County shall invoice the City separately for the costs of the primary.
- e) The costs for Recounts for City elections will be billed separately from this agreement for the actual costs realized.
- f) The costs for Ranked Voting Reallocation for the City will be billed separately from this agreement for the actual costs realized.

4. County Responsibilities

Except as otherwise provided in this Agreement, the County will provide all services, equipment, and supplies as required to perform on behalf of the City and all election-related duties of the City specified in this Agreement. These duties will include:

- a) Promote and advance the strategic priorities and values of Ramsey County: People, Integrity, Community, Equity and Leadership.
- b) Recruit, train, and supervise staff to carry out the duties specified in this Agreement.
- c) Conduct annual inspection of the polling places established by the City according to Minnesota Statutes section 204B.16 in order to verify compliance with all state and federal accessibility requirements; make suggestions about polling locations to City based on feedback from voters, election judges, the polling location's administration, and annual surveys.
- d) Pay all rental costs for the Election Day, absentee, and early voting polling places.
- e) Recruit, train, assign, and pay election judges. Compensation to election judges will be in an amount as determined by the Ramsey County Board of Commissioners.
- f) Select and administer an election judge management system.
- g) Procure and provide interpreter services to be available at absentee, early voting, and Election Day locations in accordance with Section 203 of the federal Voting Rights Act.
- h) Carry out the duties of the city clerk described in Minnesota Election Law regarding the administration of the voting system and the requirements set-forth in the Joint Powers Agreement between the County and the municipalities in Ramsey County to administer the County's voting systems.
- i) Program, layout, approve, and print the ballots for all City elections.
- j) Prepare and transport all election materials to and from each Election Day, absentee, and early voting polling place. Provide election signs, forms, supplies, voting equipment, and other related materials for each Election Day polling place.
- k) Provide on-street parking and metered parking for early voting, absentee, and Election Day polling places.
- l) Compile, audit, and report election results and election statistics for dissemination to the appropriate canvassing boards, the public, and the media. Provide copy of election abstract to be used by City for their canvass.
- m) Provide election-related information on the County web site relating to City elections.

- n) Conduct recounts for City offices and ballot questions.
- o) Prepare, post, and publish notices of filing and election as required by Minnesota Statutes sections 205.13 and 205.16. Publish, post, and provide the sample ballots as required by Minnesota Statutes section 205.16
- p) Administer all aspects of absentee voting carried out by the Clerk in Minnesota Chapter 203B, including all in-person absentee voting activities at absentee voting locations determined by the Ramsey County Auditor.
- q) Administer campaign finance reporting and economic disclosure activities designated to the city clerk in accordance with Minnesota Election Law.
- r) Perform all duties of the candidate filing officer, including the acceptance of affidavits of candidacy and petitions.
- s) Maintain a database and prepare maps of election districts and precinct boundaries. Provide maps in digital and print formats, available to the public.
- t) Retain all election records in accordance with Minnesota Election Law and data retention requirements.
- u) Conduct civic engagement events regarding voter registration, absentee voting, election judge recruitment, and election related civics.
- v) Recruit student elections judges and teacher liaisons as part of Ramsey County's Student Election Judge Program.

5. City Responsibilities

The City will perform the following election-related responsibilities:

- a) Provide the County with an inventory list of voting equipment and election related materials, owned by City, to be returned by the County upon termination of Agreement.
- b) Conduct the canvass of election results following every City election.
- c) Issue Certificates of Election in accordance with Minnesota Statutes sections 205.185 & 211A.05.
- d) Attend annual pre-election meetings held by the County and complete trainings required for state election officials as determined by the Minnesota Secretary of State.
- e) Send required mailed notice of levy referendum in accordance with Minnesota Statutes section 126C.17, subd. 9(b).

- f) Provide recruitment information about serving as an election judge within City and on the City's website.
- g) Provide the title and text of City questions to be placed on the ballot in accordance with Minnesota Statutes 205.16 subd.4 or sections 205A.05, subd.3
- h) As needed, identify new locations the City would prefer to use as precinct polling places on Election Day. Annually approve polling places in accordance with Minnesota Statutes section 204B.16. Provide resolution of approved polling locations to the County by the December 31 deadline set forth in section 204B.16.
- i) Draft, schedule, and approve all resolutions required of the City in Minnesota Election Law to administer elections.
- j) Designate a person who will be the principal contact for the County.

6. Office Space and Equipment Storage

The County will provide suitable office and warehouse space to conduct all election-related activities and for storage of election equipment and supplies.

7. Costs and Payment

Payments to cover the costs incurred by the County in the performance of the provisions of this Agreement for regularly scheduled elections will be made by the City in eight equal quarterly amounts for a two-year budget period, for a total of 24 quarterly payments during the Initial Term of the Agreement. Payments will be due on March 31, June 30, September 30 and December 31 of each year.

The cost of election services for Regular Elections for the 2021-2022 calendar years will be \$43,601.60. The County will provide an initial cost estimate for the 2023-2024 calendar years to the City no later than April 1, 2022, and an initial cost estimate for the 2025-2026 calendar years by April 1, 2024. Such initial cost estimates will become final if the County does not provide an updated cost estimate by July 1 of the year the cost estimates are provided. Costs will be adjusted as necessary by the County to account for the following factors: 1) estimated voter turnout; 2) labor contracts and agreements for non-represented employees approved by the Ramsey County Board of Commissioners; 3) changes in the Consumer Price Index for the Minneapolis-Saint Paul metropolitan area, as determined by the U.S. Bureau of Labor Statistics for the previous two-year period; 4) changes in state, federal, County, or City legal requirements, as applicable; and 5) other factors having a significant impact on election costs.

The County will notify the City of additional costs that it will incur as a result of changes to applicable election laws. The County will include and separately identify in any invoice for a regular election or a special election the cost that was incurred as a result of the enactment of new election laws.

8. Voting Systems

The cost of the operation and maintenance of the voting system is not included in this Agreement and is the subject of a separate agreement.

9. Insurance

Each party shall maintain such insurance as will protect such party from claims which may arise out of, or result from, the party's actions under this Agreement. During the term of this Agreement, the County and City will maintain, through commercially available insurance or on a self-insurance basis, property insurance coverage on the voting equipment each owns, for the repair or replacement of the voting equipment if damaged or stolen. Each party shall be responsible for any deductible under its respective policy. Each party hereby waives and releases the other parties, their employees, agents, officials, and officers from all claims, liability, and causes of action for loss, damage to or destruction of the waiving party's property resulting from fire or other perils covered in the standard property insurance coverage maintained by the parties. Furthermore, each party agrees that it will look to its own property insurance for reimbursement for any loss and shall have no rights of subrogation against the other parties.

10. Indemnification

Each party to this Agreement will be responsible for its own acts and omissions, and the acts and omissions of its officials, employees, and agents, and the results thereof, to the extent authorized by law and shall not be responsible for the acts of the other party, its officials, employees, and agents, and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the parties shall be governed by the provisions of Minnesota Statutes Chapter 466 (Tort Liability, Political Subdivisions) or other applicable law. This provision shall not be construed nor operate as a waiver of any applicable limits of or exceptions to liability set by law. This provision will survive the termination of this Agreement.

11. Data Practices

All data created, collected, received, maintained, or disseminated for any purpose in the course of this Agreement is governed by the Minnesota Government Data Practices Act, any other applicable statute, or any rules adopted to implement the Act or statute, as well as federal statutes and regulations on data privacy.

12. Alteration

Any alteration, variation, modification, or waiver of the provisions of this Agreement shall be valid only after it has been reduced to writing and duly signed by all parties. Any amendment must be approved no later than June 1 of any year for implementation on January 1 of the following year.

13. Dispute Resolution

The Agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this Agreement shall be venued in the appropriate State or Federal District Court in Ramsey County, Minnesota.

14. Severability

The provisions of this Agreement are severable. If any part of this Agreement is rendered void, invalid or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement.

15. Legal Representation

The Ramsey County Attorney's office will advise and represent the County in all election-related matters.

16. Independent Contractor

It is agreed that nothing in this contract is intended or should be construed as creating the relationship of agents, partners, joint ventures, or associates between the parties hereto or as constituting the County as the employee of the City for any purpose or in any manner whatsoever. The County is an independent contractor and neither it, its employees, agents, nor its representatives are employees of the City.

17. Entire Agreement

This Agreement shall constitute the entire agreement between the parties and shall supersede all prior oral and written negotiations.

IN WITNESS THEREOF, the parties have subscribed their names as of the last date written below.

RAMSEY COUNTY

CITY OF FALCON HEIGHTS

By: _____
Toni Carter, Chair
Ramsey County Board of Commissioners
Date: _____

By: _____

By: _____
Janet Guthrie, Chief Clerk
Ramsey County Board of Commissioners
Date: _____

By: _____

Approval recommended:

By: _____
David Triplett
Elections Manager

Approved as to form:

By: _____
Assistant County Attorney

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REQUEST FOR COUNCIL ACTION

| | |
|---------------------|------------------------------------|
| Meeting Date | February 10, 2021 |
| Agenda Item | Consent F4 |
| Attachment | Service Agreement |
| Submitted By | Sack Thongvanh, City Administrator |

| | |
|----------------------------|---|
| Item | Forestry Services |
| Description | City staff from time to time reviews our services with vendors for contract services. The current forestry agreement is with Branch and Bough. |
| Budget Impact | Services have been budgeted for 2021. |
| Attachment(s) | <ul style="list-style-type: none"> • Service Agreement |
| Action(s) Requested | Staff recommends approval of the service agreement with Rehder Forestry Consulting for Forestry Services and authorize the Mayor and City Administrator to execute all necessary documents. |

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AGREEMENT

AGREEMENT made this _____ day of _____, 2021, between the **CITY OF FALCON HEIGHTS**, a Minnesota municipal corporation ("City"), and **Rehder Forestry Consulting, LLC**, a **Minnesota limited liability company** ("Consultant").

IN CONSIDERATION OF THE MUTUAL UNDERTAKINGS HEREIN CONTAINED, THE PARTIES AGREE AS FOLLOWS:

1. CONTRACT DOCUMENTS. The following documents shall be referred to as the "Contract Documents", all of which shall be taken together as a whole as the contract between the parties as if they were set verbatim and in full herein:

- A. This Agreement.
- B. Proposal prepared by Rehder Forestry Consulting, LLC, dated _____, 20__.

In the event of conflict among the provisions of the Contract Documents, the order in which they are listed above shall control in resolving any such conflicts with Contract Document "A" having the first priority and Contract Document "B" having the last priority.

2. OBLIGATIONS OF THE CONSULTANT. The Consultant, a certified tree inspector, shall provide the services described below and perform the work in accordance with the Contract Documents and applicable state law, Minn. Stat. 18G.16, and Rules, Minnesota Rules Chapter 1505, concerning shade tree disease control programs. Including the following:

- A. Inspections for shade tree diseases on public and private property, primarily Oak wilt, Dutch Elm disease, and Emerald ash borer. Provide year-end report detailing GPS location, species, and diameter of diseased trees. Make recommendations on treatment options if available. Mail notifications to residents in ownership of diseased trees as requested. Follow up on compliance issues and enforcement, as necessary.
- B. At City request, provide tree risk assessments of public and private trees relating to tree issues, following International Society of Arboriculture (ISA) protocols.
- C. Enforce nuisance tree ordinance to include proper tree maintenance that does not adhere to city code.
- D. Be available for site plan review and assist with tree preservation requirements and implementation as requested.

- E. Provide homeowner response calls for tree related issues.
- F. Be available to City Council, boards, advisory committees, staff, and volunteer groups as requested.
- G. Such other consulting services consistent with the general scope of this engagement as may reasonably be requested by the City.

3. COMPENSATION. The City shall pay the Consultant \$59 per hour in accordance with the Consultant's Proposal. Consultant's hourly rate shall increase on an annual basis at the rate of \$2 per hour. Consultant's time will be billed portal to portal. In addition, the City shall reimburse Consultant for any reasonable out of pocket expenses incurred by Consultant pursuant to the terms of this agreement, including but not limited to mileage at the standard per mile rate approved by the Internal Revenue Service for mileage within the city limits.

4. ASSIGNMENT. Neither party may assign, sublet, or transfer any interest or obligation in this Contract without the prior written consent of the other party, and then only upon such terms and conditions as both parties may agree to and set forth in writing.

5. TERMINATION. Consultant or City may terminate this agreement for any reason at any time upon 30 days prior written notice. In the event of termination under this section Consultant shall be entitled to and shall receive payment in full for all services provided and all reimbursable expenses incurred up to and including the effect of date of termination.

6. STANDARD OF CARE. Consultant shall exercise the same degrees of care, skill, and diligence in the performance of the services provided under this Agreement as is ordinarily possessed and exercised by a professional Consultant under similar circumstances. No other warranty, expressed or implied, is included in this Agreement. City shall not be responsible for discovering deficiencies in the accuracy of Consultant's services.

7. TIME OF PERFORMANCE. The Consultant shall complete its obligations in accordance with the proposal.

8. PAYMENT. Consultant shall submit invoices for work under this Agreement on a monthly basis, detailing the work performed, hourly charges and expenses. The City will make periodic payment to the Consultant as the work is completed. Such payment shall be made not later than thirty (30) days after invoicing by the Consultant.

9. PROMPT PAYMENT TO SUBCONSULTANTS. Consultant shall not enter into subcontracts for services provided under this Agreement without the express written consent of the City. Pursuant to Minnesota Statute § 471.25, Subdivision 4a, the Consultant must pay any subconsultant within ten (10) days of the Consultant's receipt of payment from the City for undisputed services provided by the subconsultant. The Consultant must pay interest of one and one-half percent (1½ %) per month or any part of

a month to subconsultant on any undisputed amount not paid on time to the subconsultant. The minimum monthly interest penalty payment for an unpaid balance of \$100.00 or more is \$10.00. For an unpaid balance of less than \$100.00, the Consultant shall pay the actual penalty due to the subconsultant. A subconsultant who prevails in a civil action to collect interest penalties from the Consultant shall be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

10. WORKER'S COMPENSATION. The Consultant shall obtain and maintain for the duration of this Contract, statutory Worker's Compensation Insurance and Employer's Liability Insurance as required under the laws of the State of Minnesota.

11. COMPREHENSIVE GENERAL LIABILITY. Consultant shall obtain the following minimum insurance coverage and maintain it at all times throughout the life of the Contract, with the City included as an additional name insured:

| | |
|------------------|---|
| Bodily Injury: | \$2,000,000 each occurrence \$2,000,000 aggregate, products and completed operations |
| Property Damage: | \$2,000,000 each occurrence \$2,000,000 aggregate |

Contractual Liability (identifying the contract):

| | |
|---|--|
| Bodily Injury: | \$2,000,000 each occurrence |
| Property Damage: | \$2,000,000 each occurrence \$2,000,000 aggregate |
| Personal Injury, with Employment Exclusion deleted: | \$2,000,000 aggregate |

Comprehensive Automobile Liability (owned, non-owned, hired):

| | |
|------------------|--|
| Bodily Injury: | \$300,000 each occurrence \$100,000 each accident |
| Property Damage: | \$300,000 each occurrence |

12. DATA PRACTICES/RECORDS

A. All data created, collected, received, maintained, or disseminated for any purpose in the course of this Contract is governed by the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, any other applicable state statute, or any state rules adopted to implement the act, as well as federal regulations on data privacy.

B. All books, records, documents, and accounting procedures and practices of the Consultant and its subconsultants, if any, relative to this Contract are subject to examination by the City.

13. WARRANTY. The Consultant shall exercise the same degrees of care, skill, and diligence in the performance of the Services as is ordinarily possessed and exercised by a certified tree inspector under similar circumstances

14. INDEMNITY. The Consultant agrees to indemnify and hold the City harmless from any claim made by third parties as a result of the services performed by it. In addition, the Consultant shall reimburse the City for any cost of reasonable attorney's fees it may incur as a result of any such claims.

15. WAIVER. In the particular event that either party shall at any time or times waive any breach of this Contract by the other, such waiver shall not constitute a waiver of any other or any succeeding breach of this Contract by either party, whether of the same or any other covenant, condition, or obligation.

16. INDEPENDENT CONTRACTOR. The City hereby retains the Consultant as an independent contractor upon the terms and conditions set forth in this Agreement. The Consultant is not an employee of the City and is free to contract with other entities as provided herein. Consultant shall be responsible for selecting the means and methods of performing the work. Consultant shall furnish any and all supplies, equipment, and incidentals necessary for Consultant's performance under this Agreement. City and Consultant agree that Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's agents or employees are in any manner employees of the City. Consultant shall be exclusively responsible under this Agreement for Consultant's own FICA payments, workers compensation payments, unemployment compensation payments, withholding amounts, and/or self-employment taxes if any such payments, amounts, or taxes are required to be paid by law or regulation.

17. COMPLIANCE WITH LAWS AND REGULATIONS. In providing services hereunder, Consultant shall abide by all statutes, ordinances, rules and regulations pertaining to the provisions of services to be provided.

18. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. In the event of litigation, the exclusive venue shall be in District Court of the State of Minnesota for Ramsey County.

19. SEVERABILITY. If any term or condition of this Contract is found to be or become unenforceable or invalid, it shall not effect the remaining provisions, terms, and conditions of this Contract, unless such invalid or unenforceable provision, term, or condition renders this Contract impossible to perform. Such remaining terms and conditions of the Contract shall continue in full force and effect and shall continue to operate as the parties' entire contract.

20. ENTIRE AGREEMENT. This Contract represents the entire agreement of the parties and is a final, complete, and all inclusive statement of the terms thereof, and supersedes and terminates any prior agreement(s), understandings, or written or verbal representations made between the parties with respect thereto.

CITY OF FALCON HEIGHTS

BY: _____
Randall C. Gustafson, Mayor

AND _____
Sack Thongvanh, City Administrator

REHDER FORESTRY CONSULTING, LLC

BY:  _____
President



REQUEST FOR COUNCIL ACTION

| | |
|---------------------|------------------------------------|
| Meeting Date | February 10, 2021 |
| Agenda Item | Consent F5 |
| Attachment | N/A |
| Submitted By | Sack Thongvanh, City Administrator |

| | |
|----------------------|---|
| Item | Issuance of Conduit Revenue Notes by the City of Falcon Heights for New Harmony Care Center |
| Description | <p>The City of Falcon Heights has received a request from New Harmony Care Center, Inc. a MN nonprofit corporation to issue conduit bond to be used for the acquisition, construction, and equipping of a new senior healthcare and housing facility.</p> <p>The senior healthcare and housing facility will be located in the City of Maplewood. The project will include approximately 48 skilled nursing beds, transitional skilled nursing beds, 35 independent apartment units, 36 assisted living apartment units, 14 memory care apartment units, and 12 care suite apartment units.</p> <p>There will be three other communities acting as a conduit for bonding. They include the City of Landfall Village (\$10 million), City of Hampton (\$10 million), and the City of Little Canada (\$6.75 million).</p> <p>The Bonds will not constitute a charge, lien, or encumbrance, legal or equitable, upon any property of the Issuers, except the interests of the Issuers in payments to be made by the Borrower under the Loan Agreements. The Bonds are not moral obligations on the part of the State or its political subdivisions, including the Issuers, and the Bonds will not constitute a debt of the Issuers within the meaning of any constitutional or statutory limitation.</p> |
| Budget Impact | The City will receive an estimated \$18,750 for the issues of the bond which is ¼ of 1%. |
| Attachment(s) | <ul style="list-style-type: none"> • Resolution 21-06 Calling for Public Hearing on Approving the Issuance of Senior Housing and Healthcare Revenue Notes to Finance a Project by New Harmony Care Center, Inc. and Authorized the Publication of Notice of the Hearing • Letter from Taft - Catherine Courtney |

| | |
|--------------------------------|--|
| Action(s) Requested | Staff would recommend approval of attached resolution and calling for publication of public hearing. |
|--------------------------------|--|



2200 IDS Center
80 South 8th Street
Minneapolis, MN 55402
Tel: 612.977.8400 | Fax: 612.977.8650
taftlaw.com

Catherine J. Courtney
(612) 977-8765
ccourtney@taftlaw.com

January 27, 2021

BY E-MAIL

Sack Thongvanh
City of Falcon Heights
2077 Larpenteur Ave W
Falcon Heights, MN 55113-5551

Re: Issuance of Conduit Revenue Notes by the City of Falcon Heights for New Harmony Care Center

Dear Mr. Thongvanh:

This letter is in follow-up to correspondence that I have had with you related to a request that the City of Falcon Heights has received from New Harmony Care Center, Inc., a Minnesota nonprofit corporation and 501(c)(3) organization (the "Borrower"), the sole member of which is Elim Care, a Minnesota nonprofit corporation and 501(c)(3) organization, the sole member of which is Cassia, a Minnesota nonprofit corporation and 501(c)(3) organization, regarding consideration by the City to act as an issuer of 501(c)(3) revenue obligations (the "Notes") in an amount of approximately \$7,500,000. The proceeds of the Notes would be loaned to the Borrower to be used to finance, in part, the acquisition, construction, and equipping of a new senior healthcare and housing facility, including approximately 48 skilled nursing beds, 16 transitional skilled nursing beds, 35 independent apartment units, 36 assisted living apartment units, 14 memory care apartment units, and 12 care suite apartment units, to be located at 1534 County Road C East in the City of Maplewood (the "Project"). The City of Landfall Village (\$10,000,000), the City of Hampton (\$10,000,000), and the City of Little Canada (approx. \$6,750,000) will act as the other issuers of the remaining amount needed to finance the Project in full. Hampton, Landfall Village, Falcon Heights, and Little Canada are referred to collectively in this letter as the "Issuers." Taft Stettinius & Hollister LLP, formerly known as Briggs and Morgan, Professional Association, will act as bond counsel on the issuance of such Notes. The Notes are expected to be purchased directly by Bremer Bank, National Association (the "Lender"). The City of Little Canada's obligations will be in the form of subordinate bonds, which will be underwritten by Northland Securities.

State and federal laws allow local government units to enter into arrangements to issue tax-exempt obligations and loan the proceeds to nonprofit corporations to finance capital expenditures. This assistance reduces borrowing costs for nonprofit corporations and enables

them to provide their services more cost effectively. It is a fairly common means of obtaining necessary financing for all nonprofit entities, including senior housing and health care providers like the Borrower.

To accomplish this purpose, the Issuers will enter into Loan Agreements with the Borrower under which the Borrower will agree to pay all principal and interest on the Notes (or bonds). The Issuers will assign all of their rights to payments under the Loan Agreements the Lender, who will purchase the Notes and loan the purchase price of the Notes directly to the Borrower. (In the case of Little Canada's bonds, the rights will be assigned to U.S. Bank, as the trustee.) The Issuers are merely a conduit and the money and obligations flow only between the Lender and the Borrower.

The Notes and the resolutions adopted by the Issuers will recite that the Notes, if and when issued, will not to be payable from or charged upon any of the Issuers' funds, other than the revenues received under the Loan Agreements and pledged to the payment of the Notes, and the Issuers are not subject to any liability on the Notes. No holder of the Notes will ever have the right to compel any exercise by the Issuers of their taxing powers to pay any of the principal of the Notes or the interest or premium thereon, or to enforce payment of the Notes against any property of the Issuers except the interests of the Issuers in payments to be made by the Borrower under the Loan Agreements. The Notes will not constitute a charge, lien, or encumbrance, legal or equitable, upon any property of the Issuers, except the interests of the Issuers in payments to be made by the Borrower under the Loan Agreements. The Notes are not moral obligations on the part of the State or its political subdivisions, including the Issuers, and the Notes will not constitute a debt of the Issuers within the meaning of any constitutional or statutory limitation.

The issuance of the Notes will not affect the Issuers' credit rating on bonds they issue for municipal purposes.

Each city may issue up to \$10,000,000 of its own and 501(c)(3) bonds each calendar year as "bank-qualified" bonds, which is the type of obligation that the Lender wishes to acquire. Because the total cost of the financing is approximately \$36,000,000 and Maplewood has its own bond issuance planned for 2021, Maplewood cannot issue bank-qualified debt for the benefit of the Borrower. Therefore, other cities are being sought to act as the issuers for the Notes and other obligations. Under the federal tax law, alternative issuers are permitted, but a "nexus" between the jurisdictional city and the issuer is preferred. In this case, Falcon Heights has geographical proximity to Maplewood and is within the market area for the Project. Falcon Heights's residents could be potential beneficiaries of the Project, either as employees or future residents of the Project.

The Notes will affect the bank-qualified status of any of the City's tax-exempt obligations issued for its own governmental purposes in 2021. It is our understanding that Falcon Heights

will be issuing bonds on its own behalf of approximately \$2,000,000, leaving \$8,000,000 of bank-qualification available for this purpose. It is currently estimated that the Note issued by Falcon Heights will be in an amount of approximately \$7,500,000. The Notes will not affect the bank-qualified status of tax-exempt obligations in future years. It is also important to note that the bonds that will be issued for the benefit of the Amber Union project do not count toward the \$10,000,000 bank-qualification limit. The bonds for the Amber Union project can be issued over and above the \$10,000,000 limit, as they are issued under a different section of the federal tax code.

The Notes will be issued in accordance with Minnesota Statutes, Chapter 462C. A city may not issue bonds for a project located outside of its jurisdiction, as is requested in this case. However, the city in which a project is located may give permission for the issuance of bonds by another city. This is commonly referred to as “host approval.” Under Minnesota Statutes, Section 471.656, subdivision 2(2), host approval may be given for a project located in the host city, by resolution of the host city. Maplewood, as the host city, will give permission to Falcon Heights (and the other Issuers) to issue its Notes. In addition, the Issuers and Maplewood will enter into a joint powers agreement for the purpose of issuing the Notes.

Similarly, under the federal tax code, before a city can issue bonds for a project located outside of its jurisdiction, the host city must give its approval. Such approval can only be given following the holding of a public hearing.

As noted above, under federal and State law, in order for the Notes to be a tax exempt obligation, they must be issued by a political subdivision. This requires that the City hold a public hearing and approve issuance of the Notes and approve the execution of related documents. If the City is willing to act as a conduit issuer for the Borrower, we propose that the City adopt a resolution at its February 10th meeting that calls for that public hearing. The resolution authorizes the City Administrator to set the actual date of the public hearing, but we are currently expecting that it would occur at the City Council’s March 10th meeting. We will also prepare and take care of submitting the public hearing notice to the City’s official newspaper.

Following the public hearing, the City Council would then consider for adoption a resolution approving the issuance of the Notes.

It is expected that the City will receive an administrative fee of ¼ of 1%, paid by the Borrower. In addition, you should be aware that the Borrower is responsible for paying all costs of the transaction. There will be no costs paid by the City.

Assuming the Council is willing for the City to act as an issuer for the Borrower, I ask that the Council adopt the resolution that we will provide separately that calls for the public hearing so that we can get the process started.

Sack Thongvanh
January 27, 2021
Page 4

Thank you for considering this request on behalf of Cassia. It is always a pleasure to work with the City of Falcon Heights. Please feel free to contact me if you have any questions or comments.

Very truly yours,



Catherine J. Courtney

Extract of Minutes of a Meeting of the
City Council of the
City of Falcon Heights, Minnesota

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Falcon Heights, Minnesota, was duly held at the City Hall in said City and/or by telephone or other electronic means, as allowed under Minnesota Statutes, Section 13D.021, on Wednesday, February 10, 2021, at 7:00 P.M.

The following members were present:

and the following were absent:

Member _____ introduced the following resolution and moved its adoption:

**CITY OF FALCON HEIGHTS
COUNCIL RESOLUTION 21-06**

**RESOLUTION CALLING FOR A PUBLIC HEARING
ON APPROVING THE ISSUANCE OF
SENIOR HOUSING AND HEALTHCARE REVENUE NOTES
TO FINANCE A PROJECT BY NEW HARMONY CARE CENTER, INC. AND
AUTHORIZING THE PUBLICATION OF A NOTICE OF THE HEARING
(NEW HARMONY CARE CENTER PROJECT)**

The motion for the adoption of the foregoing resolution was duly seconded by member _____, and after full discussion thereof and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

whereupon said resolution was declared duly passed and adopted.

**CITY OF FALCON HEIGHTS
COUNCIL RESOLUTION**

February 10, 2021

No. 21-06

**RESOLUTION CALLING FOR A PUBLIC HEARING
ON APPROVING THE ISSUANCE OF
SENIOR HOUSING AND HEALTHCARE REVENUE NOTES
TO FINANCE A PROJECT BY NEW HARMONY CARE CENTER, INC. AND
AUTHORIZING THE PUBLICATION OF A NOTICE OF THE HEARING
(NEW HARMONY CARE CENTER PROJECT)**

WHEREAS, the purpose of Minnesota Statutes, Chapter 462C (the "Act"), is among other things, to confer upon cities the power to issue revenue bonds to finance projects as defined therein; and

WHEREAS, the City of Falcon Heights, Minnesota (the "City"), has received from New Harmony Care Center, Inc. (the "Borrower"), a Minnesota nonprofit corporation and 501(c)(3) organization, the sole member of which is Elim Care, Inc., a Minnesota nonprofit corporation and 501(c)(3) organization, the sole member of which is Cassia, a Minnesota nonprofit corporation and 501(c)(3) organization, a proposal that the City assist in financing a Project described in Exhibit A, which will be located in the City of Maplewood, Minnesota, through the issuance of revenue notes or obligations (in one or more series) (the "Notes") pursuant to the Act; and

WHEREAS, the City has been advised that a public hearing and City Council approval of the financing of the Project is required under the Act and Section 147(f) of the Internal Revenue Code of 1986, as amended;

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

1. A public hearing on the proposal of the Borrower will be held at the time and place determined by the City Administrator, which shall be set forth in the Notice of Public Hearing substantially in the form attached hereto as Exhibit A (the "Notice").
2. The general nature of the Project and an estimate of the aggregate principal amount of the Notes or other obligations to be issued to finance the Project are described in the Notice.
3. The City Administrator is hereby authorized and directed to cause notice of the hearing to be given one publication in the official newspaper and newspaper of general circulation available in the City, not less than 15 days nor more than 30 days prior to the date fixed for the hearing, substantially in the form of the attached Notice.

[Remainder of page intentionally blank; signature page follows.]

Adopted by the City Council of the City of Falcon Heights, Minnesota, this 10th day of February, 2021.

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
COUNTY OF RAMSEY
CITY OF FALCON HEIGHTS

I, the undersigned, being the duly qualified and acting City Administrator of the City of Falcon Heights, Minnesota, DO HEREBY CERTIFY that I have compared the attached and foregoing extract of minutes with the original thereof on file in my office, and that the same is a full, true and complete transcript of the minutes of a meeting of the City Council of said City duly called and held on the date therein indicated, insofar as such minutes relate to calling for a public hearing on approving the issuance of revenue obligations.

WITNESS my hand this ____ day of _____, 2021.

City Administrator

EXHIBIT A

NOTICE OF PUBLIC HEARING ON A PROPOSAL FOR ISSUANCE OF SENIOR HOUSING AND HEALTHCARE REVENUE NOTES (NEW HARMONY CARE CENTER PROJECT)

Notice is hereby given that the City Council of the City of Falcon Heights, Minnesota (the "City"), will meet in City Council chambers at the Falcon Heights City Hall, 2077 Larpenteur Ave. W, in the City, and/or by telephone or other electronic means, as allowed under Minnesota Statutes, Section 13D.021, at 7:00 p.m. on _____, _____, 2021, to consider the City adopting a housing program to finance, in part, a project hereinafter described pursuant to Minnesota Statutes, Chapter 462C, by the issuance of tax-exempt revenue notes or other obligations (the "Notes") by the City and one or more other governmental issuers (with the City, the "Issuers").

New Harmony Care Center, Inc. (the "Borrower"), a Minnesota nonprofit corporation and 501(c)(3) organization, the sole member of which is Elim Care, Inc., a Minnesota nonprofit corporation and 501(c)(3) organization, the sole member of which is Cassia, a Minnesota nonprofit corporation and 501(c)(3) organization, proposes to (i) finance the acquisition, construction, and equipping of a new senior healthcare and housing facility, including approximately 48 skilled nursing beds, 16 transitional skilled nursing beds, 35 independent apartment units, 36 assisted living apartment units, 14 memory care apartment units, and 12 care suite apartment units, to be located at 1534 County Road C East in the City of Maplewood, Minnesota (the "Host City"); (ii) fund any required reserve funds; and (iii) pay all or a portion of costs of issuance (collectively, the "Project"). The Project, known as New Harmony Care Center, is and will be owned and operated by the Borrower.

The aggregate estimated principal amount of the Notes to finance the Project and related costs will be an amount not to exceed \$36,000,000, with the aggregate estimated principal amount of the Notes to be issued by the City not to exceed \$8,000,000.

The Notes, as and when issued, will not constitute a charge, lien, or encumbrance upon any property of the Issuers or the Host City, except the Project and the revenues to be derived from the Project. The Notes will not be a charge against the Issuers' or the Host City's general credit or taxing powers but will be payable from sums to be paid by the Borrower pursuant to one or more revenue agreements.

A draft copy of the proposed housing program is available for inspection at City Hall during normal business hours.

At the time and place fixed for the public hearing, the City Council of the City will give all persons who appear at the hearing an opportunity to express their views with respect to the proposal for the housing program and the Notes. Written comments will be considered if submitted at the above City office on or before the date of the hearing.

BY ORDER OF THE CITY COUNCIL OF THE CITY
OF FALCON HEIGHTS, MINNESOTA

By Sack Thongvanh
Its City Administrator



REQUEST FOR COUNCIL ACTION

| | |
|---------------------|------------------------------------|
| Meeting Date | February 10, 2021 |
| Agenda Item | Consent F6 |
| Attachment | N/A |
| Submitted By | Sack Thongvanh, City Administrator |

| | |
|----------------------------|--|
| Item | Resignation of Susan Risher from the Parks & Recreation Commission |
| Description | Susan Risher joined the Parks & Recreation Commission in 2020, and has been an active member of the commission throughout her term. On February 3, 2021, Ms. Risher notified staff of her desire to resign from the Commission, effective immediately. Staff are grateful for the commitment and generosity Ms. Risher showed with her time throughout her term. |
| Budget Impact | N/A |
| Attachment(s) | <ul style="list-style-type: none"> • Resolution 21-07 Resignation of Susan Risher from the Parks & Recreation Commission |
| Action(s) Requested | Staff recommends approval of attached resolution accepting the resignation of Susan Risher from the Community Parks & Recreation Commission. |

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**CITY OF FALCON HEIGHTS
COUNCIL RESOLUTION**

February 10, 2021

No. 21-07

**RESOLUTION ACCEPTING THE RESIGNATION OF SUSAN RISHER FROM THE
FALCON HEIGHTS PARKS & RECREATION COMMISSION**

WHEREAS, the City appointed Susan Risher in May 2020 as a member of the City of Falcon Heights Parks & Recreation Commission; and

WHEREAS, on February 3, 2021 Ms. Risher communicated her intent to resign her duties from the Commission effective immediately;

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

1. That the "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

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REQUEST FOR COUNCIL ACTION

| | |
|---------------------|---------------------------------|
| Meeting Date | February 10, 2021 |
| Agenda Item | Policy G1 |
| Attachment | Resolution & Bid Tab |
| Submitted By | Jesse Freihammer, City Engineer |

| | |
|--------------------|---|
| Item | 2021 Pavement Management Project – Award Contract |
| Description | <p>On December 9, 2020, the City Council approved the plans and specifications for the 2021 Pavement Management Project (PMP) and ordered advertisement for bids. The following streets are a part of the revised 2021 PMP.</p> <ul style="list-style-type: none"> • Tatum St, Larpenteur Ave to Roselawn Ave • Lindig St, Larpenteur Ave to Cul-de-sac • Fry St, Larpenteur Ave to Maple Knoll Dr • Saint Marys St, Larpenteur Ave to Maple Knoll Dr • West Snelling Dr, Hoyt Ave to Hollywood Ct alley • East Snelling Dr, Idaho Ave to dead end • Asbury St, Crawford Ave to Roselawn Ave • Arona St, Crawford Ave to Roselawn Ave • Simpson St, Crawford Ave to Roselawn Ave • Ruggles St, East Snelling Service Dr to Pascal St • Pascal St, Larpenteur Ave to Roselawn Ave • Crawford Ave, Simpson St to Pascal St • Albert St, Larpenteur Ave to Garden Ave <p>Bids were solicited in January and February. The bids were opened on Wednesday, February 3, 2021. Ten (10) qualified bids were received for this year’s pavement project.</p> <p>The following is a summary of the bids received for this project:</p> |

| Contractor | Base Bid | % of Estimate |
|--|------------------------|---------------|
| Molnau Trucking LLC | \$ 964,222.53 | 79.73% |
| T.A. Schifsky & Sons, Inc. | \$ 1,028,713.31 | 85.06% |
| Bituminous Roadways, Inc. | \$ 1,075,315.60 | 88.92% |
| North Valley Inc | \$ 1,122,514.91 | 92.82% |
| Asphalt Surface Technologies Corp. | \$ 1,124,769.40 | 93.01% |
| OMG Midwest Inc. Db a Minnesota Paving & | \$ 1,131,073.65 | 93.53% |
| Northwest Asphalt, Inc. | \$ 1,137,673.15 | 94.07% |
| Valley Paving Inc | \$ 1,139,759.67 | 94.25% |
| Park Construction Company | \$ 1,147,609.84 | 94.89% |
| C.S. McCrossan Construction, Inc. | \$ 1,458,743.00 | 120.62% |
| <i>Engineers Estimate</i> | <i>\$ 1,209,354.00</i> | |

For the 2021 Pavement Management Project, the lowest responsible bidder is Molnau Trucking LLC of Norwood Young America, Minnesota. Staff has reviewed the bid results and recommends the contract be awarded to the lowest responsible bidder, Molnau Trucking LLC.

Budget Impact

The low bid submitted by Molnau Trucking LLC., \$964,222.53 was 20.27% lower than the Engineer's construction estimate of \$1,209,354.00. (construction costs only)

This project has the following financial implications for the city and property owners along the streets being considered for construction:

- Assessments levied in accordance with the City's assessment policy.
- Use of Municipal State Aid (MSA) and street infrastructure funds to pay the City's portion of the project.
- Expenditure of utility fund dollars to pay for repairs needed to the existing utility system.

The following tables shows the estimated project costs based on the low bid and proposed funding breakdown for the project.

| Estimated Project Costs Based on Low Bid | | | |
|---|--------------------------|----------------------|---|
| Category | Construction (Bid Total) | Engineering (13.5%) | Project Cost = Construction + Engineering |
| Street | \$ 834,983.61 | \$ 112,722.79 | \$ 947,706.40 |
| Storm Sewer | \$ 78,549.02 | \$ 10,604.12 | \$ 89,153.14 |
| Sanitary Sewer | \$ 50,689.90 | \$ 6,843.14 | \$ 57,533.04 |
| Total | \$ 964,222.53 | \$ 130,170.04 | \$ 1,094,392.57 |

Overall City of Falcon Heights Cost on the project is estimated to be \$1,094,392.57.

| Estimated Project Funding Category Based on Low Bid | | | | |
|--|------------------------|----------------------|----------------------|----------------------|
| | Project Cost | MSA | Street | Assessment |
| Street | \$ 947,706.40 | \$ 284,311.92 | \$ 284,311.92 | \$ 379,082.56 |
| Storm Sewer | \$ 89,153.14 | \$ - | \$ - | \$ - |
| Sanitary Sewer | \$ 57,533.04 | \$ - | \$ - | \$ - |
| Total | \$ 1,094,392.58 | \$ 284,311.92 | \$ 284,311.92 | \$ 379,082.56 |

A portion of the costs for the project are proposed to be assessed. Based on the bids, assessments should be approximately 20% less than the feasibility report. The final assessment rate will be calculated based on actual engineering costs.

This project is proposed to be completed by August 20, 2021 before the State Fair begins. Final assessment amounts would be determined following an assessment hearing in the Fall of 2021 and a review of the project costs and proposed assessments by the City Council. The property owners can either pay the assessments in part or in full in October 2021 or have them added to their property taxes with an interest rate to be set by the City Council. The first installment of the assessment would be due in Spring 2022.

| | |
|----------------------------|---|
| Attachment(s) | <ul style="list-style-type: none"> • Resolution 2021-08 Award Contract for 2021 Pavement Management Program (PMP) • Bid Tabulation |
| Action(s) Requested | <p>Motion to award contract for the 2021 Pavement Management Project (PMP) to Molnau Trucking LLC of Norwood Young America in the amount of \$964,222.53 and approve attached resolution authorizing the City Administrator and Mayor to execute all necessary documents.</p> |

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**CITY OF FALCON HEIGHTS
COUNCIL RESOLUTION**

February 10, 2021

No. 21-08

**RESOLUTION AWARDING CONTRACT FOR THE 2021 PAVEMENT
MANAGEMENT PROJECT**

WHEREAS, pursuant to advertisement for bids for the improvement of the 2021 Pavement Management Project, the proposed improvement of the following streets:

- Tatum St, Larpenteur Ave to Roselawn Ave
- Lindig St, Larpenteur Ave to Cul-de-sac
- Fry St, Larpenteur Ave to Maple Knoll Dr
- Saint Marys St, Larpenteur Ave to Maple Knoll Dr
- West Snelling Dr, Hoyt Ave to Hollywood Ct alley
- East Snelling Dr, Idaho Ave to dead end
- Asbury St, Crawford Ave to Roselawn Ave
- Arona St, Crawford Ave to Roselawn Ave
- Simpson St, Crawford Ave to Roselawn Ave
- Ruggles St, East Snelling Service Dr to Pascal St
- Pascal St, Larpenteur Ave to Roselawn Ave
- Crawford Ave, Simpson St to Pascal St
- Albert St, Larpenteur Ave to Garden Ave

WHEREAS, bids were received on Wednesday, February 3, 2021, at 11:00 a.m., opened, and tabulated according to the law, and the following bids were received complying with the advertisement:

| Contractor | Base Bid |
|---|------------------------|
| Molnau Trucking LLC | \$ 964,222.53 |
| T.A. Schifsky & Sons, Inc. | \$ 1,028,713.31 |
| Bituminous Roadways, Inc. | \$ 1,075,315.60 |
| North Valley Inc | \$ 1,122,514.91 |
| Asphalt Surface Technologies Corp. | \$ 1,124,769.40 |
| OMG Midwest Inc. Dba Minnesota Paving & | \$ 1,131,073.65 |
| Northwest Asphalt, Inc. | \$ 1,137,673.15 |
| Valley Paving Inc | \$ 1,139,759.67 |
| Park Construction Company | \$ 1,147,609.84 |
| C.S. McCrossan Construction, Inc. | \$ 1,458,743.00 |
| <i>Engineers Estimate</i> | <i>\$ 1,209,354.00</i> |

WHEREAS, it appears that Molnau Trucking LLC, of Norwood Young America, Minnesota, is the lowest responsible bidder at the tabulated price of \$964,222.53, and

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

1. The Mayor and City Administrator are hereby authorized and directed to enter into a contract with Molnau Trucking LLC, of Norwood Young America, Minnesota, for \$964,222.53 in the name of the City of Falcon Heights for the above improvements according to the plans and specifications thereof heretofore approved by the City Council and on file in the office of the City Administrator.
2. The City Administrator is hereby authorized and directed to return forthwith to all bidders the deposits made with their bids, except that the deposits of the successful bidder and the next lowest bidder shall be retained until contracts have been signed.

Moved by:

Approved by: _____
Randall C. Gustafson
Mayor

GUSTAFSON ___ In Favor
MIAZGA
ANDREWS ___ Against
LEEHY
WEHYEE

Attested by: _____
Sack Thongvanh
City Administrator



REQUEST FOR COUNCIL ACTION

| | |
|---------------------|------------------------------------|
| Meeting Date | February 10, 2021 |
| Agenda Item | Policy G2 |
| Attachment | Resolution & Documents |
| Submitted By | Sack Thongvanh, City Administrator |

| | |
|----------------------------|---|
| Item | Amendment to the City of Falcon Heights' Tax Increment Finance Policy |
| Description | <p>The City of Falcon Heights regularly updates policies and procedures that are located in the City of Falcon Heights Administrative Manual. The Tax Increment Financing Policy is located in the manual.</p> <p>In 1988, the City of Falcon Heights last updated its policies and procedures for the application and administration of the Tax Increment Finance Application. These policies included fees and an application that are not normally found in the manual or other policies. Reference to applications and fees are traditionally named by reference, such as the "fee schedule" or an "application made available by staff".</p> <p>The proposed resolution amends the City of Falcon Heights Tax Increment Finance Application fees to be those fees adopted by the City of Falcon Heights City Council through the fee schedule and to remove the application example referenced in the Tax Increment Financing Policy and in the Administrative Manual.</p> |
| Budget Impact | No impact to the budget. |
| Attachment(s) | <ul style="list-style-type: none"> • Resolution 21-09 Adopting an Amendment to the City of Falcon Heights Tax Increment Finance Policy. • Exhibit A - Recommended Changes to the Tax Increment Financing Policy • Business Subsidy Application Form |
| Action(s) Requested | Staff recommends that the Falcon Heights City Council approve the attached resolution and the business subsidy application form. |

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“EXBIHIT A”

CITY OF FALCON HEIGHTS, MINNESOTA

GOALS AND POLICIES OF THE CITY OF FALCON HEIGHTS AND CRITERIA AS TO THE REVIEW OF TAX INCREMENT FINANCING APPLICATIONS

GOALS AND POLICIES

1. General Goals

- a. Maintain and improve the community character and identity.
- b. Prevent and eliminate blight and resist deterioration of the environment.
- c. Maintain and continue development of a strong economic base and create a favorable climate for the operation of responsible free enterprise systems.
- d. Provide active and passive open space for the enjoyment of Falcon Heights’ residents.
- e. Enable the convenient movement of persons within the city in a safe manner.

2. General Policies

- a. Continue development in accordance with a comprehensive plan for land use, housing, transportation, and community facilities. Insofar as it is possible and practical, all future development should reflect the major proposals of the comprehensive plan. Where possible, the plan should be related to plans in neighboring communities and to the metropolitan area as a whole.
- b. Review and amend the comprehensive plan as necessary to ensure its usefulness as a practical guide to current and future development. Adhere to the comprehensive plan as closely as possible to ensure consistent development policy. Zoning changes based on the comprehensive plan shall be considered only after appropriate review of a specific development proposal.
- c. Continue the emphasis on quality design, innovative solutions, and a high general aesthetic level in community development, through the development of site design standards and review of developments by the city.
- d. Encourage adequate transitions and buffering between incompatible land uses.

e. Encourage quality business development in the city and cooperate with new and existing business where such business contributed to the high social, economic, and aesthetic level of the community.

f. Promote a balanced tax base by (a) encouraging quality residential development in established neighborhoods; and (b) encouraging intensive quality development of nonresidential projects in appropriate areas as guided by the comprehensive plan.

3. Commercial Policies

a. Encourage the development of a wide range of retail sales and services in the community.

b. Cooperate with and assist the development or expansion of existing and future retail facilities as a means of achieving maximum efficiency of land use, adequacy of vehicular movements and parking areas, and maximum aesthetic considerations.

c. Restrict commercial development to specific areas in accord with the comprehensive plan and zoning ordinances.

e. Cooperate with existing and potential commercial developers in creating efficient site plans with emphasis on efficient access, egress, parking areas, and landscaping.

4. Transportation Policies

a. Allow for the safe and efficient transfer of all goods and people utilizing the transportation system.

b. Plan land uses to reduce congestion on streets.

c. Channel major traffic volumes onto a relatively few major streets and highways and discourage from passing through residential areas.

d. Require streets be developed according to their function. Pavement width, load capacity, and continuity of the street must recognize the function for which the street is intended.

e. Coordinate all street planning with county, state, and federal road plans.

f. Develop and expand the pedestrian system and bikeway system in the city.

CRITERIA

The city of Falcon Heights is granted the power to issue tax increment financing assistance under Minnesota Statutes, Chapter 273. The Falcon Heights city council, being aware that such financing may prevent the emergence of blighted land, excessive unemployment and the need for redevelopment financing from the state and federal governments, has expressed its support for the use of such financing but has reserved the right to approve or reject projects on a case by case basis. The following criteria have, therefore, been developed as a guide for review of applications:

1. The project is to be compatible with the overall development plans and objectives of the city and of the neighborhood in which the project is located.
2. New businesses locating in Falcon Heights must show relatively substantial new employment and tax base being generated by the project.\
3. Businesses should locate in areas of the city that the city wishes to develop, redevelop, or which in any way complements any development plans or policy of the city, will constitute a prime purpose under these guidelines. It is also the city's intent to assist in business expansions or relocations within the city where it can be shown that such would have a substantial favorable impact on employment and/or tax base, or would help retain existing business in the city.
4. It is the city's intent to assist new or existing businesses in the acquisition of existing facilities, where such acquisition will maintain the stability of the tax base, or of employment, or both, and provided that not less than 15% of the project cost is to be used for rehabilitation of the existing facility.
5. The project must not put a burden on existing city services or utilities beyond that which can be reasonably and economically accommodated.
6. The applicant must enter into a Development Agreement, prior to the issuance of tax increment financing.
7. The applicant must enter into an Assessment Agreement setting forth a minimum market value for the project after its completion.
8. Demonstration of Need – A request for tax increment financing shall demonstrate that alternative financing is not available and that the project could not be constructed as proposed without the assistance requested.
9. The city reserves the right to determine the duration of any bond issue and the project costs for which it will allow tax increment financing to be used. It is the city's intent to minimize the length of any tax increment bond issue and the use of tax increments to pay eligible project costs.

PROCEDURES

1. The applicant shall make an application for financing on ~~the attached~~ an application form provided by the city. The completed application is to be returned to the City Administrator, together with an application fee found on the city's fee schedule. ~~of \$3,000, which is non-refundable and an additional \$7,000 is to be used to offset city expenses related to the project.~~

2. The applicant shall furnish along with the application, a description of the project, plat plan, rendering of proposed building, etc., and a brief description of the applicant company.

3. The applicant shall be required to deliver a Preliminary Agreement signed by the applicant in the form attached hereto at the time the applicant submits the application to the city.

ADMINISTRATIVE

1. The city council reserves the right to deny any application for financing at any stage of the proceedings prior to its acceptance of the Development Agreement.

2. The city is to be reimbursed, and held harmless, for and from any out-of-pocket costs related to the actual or proposed tax increment financing.

3. All applications and supporting materials and documents shall remain the property of the city. Note that all such materials may be subject to disclosure and/or public review under applicable provisions of state law.

Revised:
January, 2021

~~CITY OF FALCON HEIGHTS~~

~~APPLICATION FOR TAX INCREMENT FINANCING~~

Please type or print

~~I. APPLICANT~~

~~_____ (a) Business Name:~~

~~_____ (b) Business Address:~~

~~_____ (c) Telephone No: _____~~

~~_____ Fax No: _____~~

~~_____ (d) Business Form (corporation, partnership, sole proprietorship, etc.) and date of formation:~~

~~_____ (e) State of Incorporation or Organization:~~

~~_____ (f) Brief description of nature of business, principal products, etc.~~

~~_____ (g) If project is leased, list prospective lessees, nature of lessee's business, and principal products, etc.~~

~~————(h) Authorized Representative (provide mailing address and telephone number(s):~~

~~————(i) If applicant is a corporation, state officers, directors, stockholders holding more than 5% of the stock of corporation (state name, address and relationship to applicant): (If corporation is not formed, set forth as much as possible concerning potential officers, directors, stockholders):~~

~~————(j) If applicant is a general partnership, state general partners and if a limited partnership, state general partners and limited partners with more than 5% interest in the limited partnership: (if partnership is not formed, set forth as much as possible concerning potential partners:~~

~~————(k) Name, address and telephone number of applicant's legal counsel and accountant:~~

~~II. PROJECT~~

~~————(a) Location (state street address and attach the legal description of project site):~~

~~————(b) Present ownership of project site. If project site is not currently owned by applicant, describe arrangements by which applicant intends to acquire or use site:~~

~~_____ (c) Describe Project. If project is a building or addition to building, specify number of stories, square footage, related parking facilities, etc. If project includes equipment, describe equipment. (Attach site plan and building elevations, if available):~~

~~_____ (d) Zoning:~~

~~_____ (1) What is the zoning status of project site?~~

~~_____ (2) Is zoning status appropriate for the intended use?~~

~~_____ (3) Will rezoning, zoning variance, or conditional use permit be sought in connection with project? (See City Administrator) Describe:~~

~~_____ (4) Is the property properly subdivided for the intended use?~~

~~_____ (5) Has site plan approval been obtained for this project? If so, on what date by Planning Commission: _____ By Council: _____~~

~~_____ (6) Attach zoning map of property within 300 feet of project (see City Administrator):~~

~~_____ (e) Attach a financial proforma (5 year minimum) which shows an estimate of sources and uses of project funds which allows for the analysis of the following:~~

~~_____ (1) Project cost detail~~

~~_____ (2) Total debt detail~~

~~_____ (3) Ongoing revenue sources~~

~~_____ (4) Ongoing expenditure items~~

- ~~_____ (5) Inflation analysis~~
- ~~_____ (6) Vacancy analysis~~
- ~~_____ (7) Tax analysis~~
- ~~_____ (8) Sale of project analysis~~
- ~~_____ (9) Profitability, risk and interest rate of return ratios~~
- ~~_____ (10) Time period of public participation~~
- ~~_____ (11) Testing of various financial assumptions~~

~~_____ (f) Will project be occupied by applicant after completion? If not, state name of future lessees, and status of commitments or lease agreements:~~

~~_____ (g) Names and addresses of architect, engineer and general contractor for project:~~

**CITY OF FALCON HEIGHTS
COUNCIL RESOLUTION**

February 10, 2021

No. 21-09

**A RESOLUTION APPROVING AN AMENDMENT TO THE 2021 CITY OF FALCON
HEIGHTS TAX INCREMENT FINANCE (TIF) POLICY**

WHEREAS, City Staff regularly reviews the policies of the City of Falcon Heights and updates policies and procedures so that they are consistent with current practice; and

WHEREAS, the proposed amendment is consistent with other, current, policies, and are comparable to other cities; and

WHEREAS, the amendment removes confusion and conflict with other policies and fees; and

WHEREAS, the amendment creates a more consistent process for policy updates; and

WHEREAS, the recommended changes found to be necessary and are described on the attached 2021 Tax Increment Financing Policy labeled as "Exhibit A".

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Falcon Heights, Minnesota approves the amendment to the Tax Increment Finance (TIF) Policy. This resolution shall take effect upon its passage.

Moved by:

Approved by: _____

Randall C. Gustafson
Mayor

GUSTAFSON ___ In Favor
MIAZGA
ANDREWS ___ Against
LEEY
WEHYEE

Attested by: _____

Sack Thongvanh
City Administrator

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Application for Business Assistance

With this application, please submit a formal letter requesting assistance. There is an application fee of \$5,000 (non-refundable) and an escrow if \$10,000 that will be used to pay legal and financial service fee's associated with the application process. Any unused portion of this fee will be returned to the applicant if the project is not approved or if the applicant decides not to proceed. Applications are not considered complete until the application fee has been received.

APPLICANT INFORMATION

Business Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person: _____ Title: _____

Telephone: _____ Email: _____

To be listed as primary on legal documents

Parent Company: _____

Address: _____

City: _____ State: _____ Zip Code: _____

To be listed as primary on legal documents

Consultant Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person: _____ Title: _____

Telephone: _____ Email: _____

TYPE OF SUBSIDY REQUESTED

Tax Increment Financing (TIF) Tax Abatement Other _____

Type of TIF: Economic Development Redevelopment Housing

OWNERSHIP STRUCTURE & FINANCIAL HISTORY

Indicate type of business:

Corporation Partnership LLC Proprietorship or operates under a name other than the legal name Other _____

Proprietorship, partners, officers, directors, holder of outstanding stock of 10 percent or more of business ownership must be accounted for on the table below.

| Name | Title | % of Ownership |
|------|-------|----------------|
| | | % |
| | | % |
| | | % |
| | | % |

Have there ever been judgments or injunctions against the business or owners? Yes No

If yes, describe: _____

Is there pending litigation involving the business? Yes No

If yes, please attach summary and disposition.

Has the business or the owners of the business ever filed for bankruptcy? Yes No

If yes, describe: _____

Has the business or the owners defaulted on a loan commitment? Yes No

Is the business or the owners currently delinquent on property taxes in the City of Falcon Heights?

Yes No

Are you engaged in international trade? Yes No

PROJECT INFORMATION

If awarded, what is the intended use of the funds? If possible, please provide preliminary cost estimates.

Amount of Business Assistance Requested: _____

Market value of the project following completion: _____

Project Type: Expansion Start-up

Do you have facilities in other locations? Yes No

If yes, please list locations: _____

Will any jobs be relocated from another Minnesota site? Yes No

If yes, which location(s) will the jobs be relocated from? _____

**Provide a statement within the attachment section as to why the project cannot be completed at its current location/facility.*

PROPERTY INFORMATION

Property Identification Number(s): _____

Total size of the property: _____

Total size of the facility: _____

Will the facility be leased or owned? Leased Owned

Are there any environmental risks associated with the site, building, or the business? Yes No

Have state environmental review requests been met, if applicable? Yes No

ESTIMATED SOURCES AND USES OF FUNDS

**Note: 20% of equity is required*

| | Local Government | Bank | Equity | DEED | Other | Total |
|-------------------------------------|------------------|------|--------|------|-------|-------|
| Property Acquisition | | | | | | |
| Site Improvement | | | | | | |
| New Construction | | | | | | |
| Renovation of an Existing Building | | | | | | |
| Public Infrastructure | | | | | | |
| Purchase of Machinery and Equipment | | | | | | |
| Other | | | | | | |
| Total Project Costs | | | | | | |

ESTIMATED PROJECT TIMETABLE

| Task | Estimated Completion Date |
|-------------------------|---------------------------|
| Commitment of all Funds | |
| Start of Construction | |
| Purchase Equipment | |
| Complete Construction | |
| Begin Operations | |

TAX INCREMENT FINANCING ONLY

Any project receiving tax increment financing must meet requirement established in the City of Falcon Heights' Tax Increment Financing Policy.

Will the developer receiving assistance provide a minimum of 20% cash equity investment in the project? Yes No

If new construction, will the building be at least 50,000 square feet? Yes No

Please provide:

- Studies and analysis in support of the project:
 - Preliminary economic analysis showing existing taxes, future taxes, and source and use of funds.
 - Pro forma analysis of the project or market that have been completed.
 - Market feasibility analysis.

TAX ABATEMENT ONLY

Any project receiving tax increment financing must meet requirement established in the City of Falcon Heights' Tax Increment Financing Policy.

Will the developer receiving assistance provide a minimum of 20% cash equity investment in the project? Yes No

Does the project meet the minimum investment of \$10 million (new business) or \$5 million (expansions)? Yes No

Attach the following information with the application. Application is not considered complete until all documents have been received.

- Provide a brief narrative of the company.
 - What is the business' competitive position in the marketplace? Briefly describe the past and present operations of the business and/or events leading up to its creation. Include when the business was established and any change in controlling ownership within the last five years.
 - Does the marketing strategy support the planned expansion or start-up?
 - Is public assistance necessary for this project? If so, why will the project not proceed without public assistance?
- Site information, including site plan, renderings of the proposed project, narrative description of location, scope, size, and type of development.
- Planning and zoning analysis: Does the project conform to the current zoning? Are any variances needed? If so, please identify and explain.

- Studies and analysis in support of the project:
 - Preliminary economic analysis showing existing taxes, future taxes, and source and use of funds.
 - Pro forma analysis of the project or market that have been completed.
 - Market feasibility analysis.

A professional analysis of the company's financials may be required and would need to include review of the following information: Three years of historical financial records (Balance Sheets, Profit and Loss Statements and Cash Flow Statements).

NOTICE TO THE COMPANY: DATA PRACTICES ACT

The information that you supply in your application to the City of Falcon Heights ("City") will be used to assess your eligibility for financial assistance. The City will not be able to process your application without this information. The Minnesota Government Data Practices Act (Minnesota Statutes, Chapter 13) governs whether the information that you are providing to the City is public or private. If financial assistance is provided for the project, the information submitted in connection with your application will become public, except for those items protected under Minnesota Statutes, Section 13.59, Subdivision 3(b) or Section 13.591, Subdivision 2.

I have read the above Statement and I agree to supply the information to the City with full knowledge of the matters contained in this notice. I certify that the information submitted in connection with the application is true and accurate.

Signature/Title Date

BUSINESS SUBSIDY REIMBURSEMENT AGREEMENT

THIS AGREEMENT is made as of the ___ day of _____, 20___, by and between the CITY OF FALCON HEIGHTS, MINNESOTA (the "City"), a Minnesota municipal corporation, and _____, a _____ (the "Applicant").

WITNESSETH:

WHEREAS, _____ has made application for Business Subsidy for a project located _____ (the "Project"); and

WHEREAS, the City of Falcon Heights has collected the review fee of \$5,000 and \$10,000 escrow as required by the City's adopted Fee Schedule; and

WHEREAS, _____ has agreed to reimburse the City for the costs of the preparation and review of the Business Subsidy application over and above the \$5,000 application fee and \$10,000 escrow.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and obligations set forth herein, the parties agree as follows:

_____ will reimburse the City for the costs actually incurred by the City in the preparation and review of the Business Subsidy application for the Project. Payment shall be due 10 days after written evidence reasonable acceptable to _____ has been provided to _____ that such costs have actually been incurred by the City. Termination of this Agreement shall not impair the obligation of _____ to pay the reasonable costs actually incurred by the City for the preparation of the Business Subsidy application before the date of termination of this Agreement.

APPLICANT'S NAME

By: _____
Title: _____

Date: _____

CITY OF FALCON HEIGHTS

By: _____
Title: _____

Date: _____



REQUEST FOR COUNCIL ACTION

| | |
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| Meeting Date | February 10, 2021 |
| Agenda Item | Policy G3 |
| Attachment | Resolution |
| Submitted By | Sack Thongvanh, City Administrator |

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|----------------------------|---|
| Item | Amending the 2021 City Fee Schedule to add a Tax Increment Finance Application Fee. |
| Description | <p>Each year the City Council is required to approve a fee schedule that identifies the various fees charged by the City. Staff reviews these fees each year to ensure that the costs charged cover the City’s expenses and so they are competitive with other cities of comparable size.</p> <p>In December of 2020, the City of Falcon Heights passed Resolution 20-53, a Resolution Adopting the 2021 Fee Schedule.</p> <p>In December of 2020, Buhl Investors requested the City of Falcon Heights consider a Tax Increment Financing (TIF) district. The City of Falcon Heights does not currently have a fee for the application of a TIF district.</p> <p>The proposed resolution amends the City of Falcon Heights’ fee schedule to include a fee for this application. The proposed fee of \$5,000 and an escrow of \$10,000 is similar to other cities, such as Shakopee and Burnsville, in the metro-area and will cover the costs to the City which are related to processing, administration, legal, financial analysis, consultants, and an all other costs. The \$5,000 fee is non-refundable.</p> <ul style="list-style-type: none"> • Tax Increment Finance Application Fee - \$5,000.00 • Tax Increment Finance Application Escrow - \$10,000 |
| Budget Impact | This fee will be incorporated in the 2021 budget. |
| Attachment(s) | <ul style="list-style-type: none"> • Resolution 21-10 Adopting the Amendment to the 2021 City Fee Schedule |
| Action(s) Requested | Staff recommends that the Falcon Heights City Council approve the attached resolution and fee. |

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**CITY OF FALCON HEIGHTS
COUNCIL RESOLUTION**

February 10, 2021

No. 21-10

**A RESOLUTION APPROVING AN AMENDMENT TO THE 2021 CITY FEE SCHEDULE
ADDING A TAX INCREMENT FINANCE (TIF) APPLICATION FEE**

WHEREAS, City Staff reviews the fee schedule to make sure that the fee reflects staff cost and that the fee is competitive; and

WHEREAS, the proposed, non-refundable, fee of \$5,000 is consistent with other, comparable, cities; and

WHEREAS, the proposed escrow requirement of \$10,000 is consistent with other, comparable, cities; and

WHEREAS, there are substantial costs related to the administration, legal review, financial analysis, and other direct costs; and

WHEREAS, the costs related to the application of the Tax Increment Finance district shall be borne by the applicant and not the tax payers of the City; and

WHEREAS, the recommended changes are necessary.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Falcon Heights, Minnesota approves the amendment to the 2021 Fee Schedule adding a Tax Increment Finance (TIF) Application fee of \$5,000 and an escrow of \$10,000. This resolution shall take effect upon its passage.

Moved by:

Approved by: _____
Randall C. Gustafson
Mayor

GUSTAFSON ___ In Favor
MIAZGA
ANDREWS ___ Against
LEEY
WEHYEE

Attested by: _____
Sack Thongvanh
City Administrator