

CITY OF FALCON HEIGHTS
Regular Meeting of the City Council
City Hall
2077 West Larpenteur Avenue
AGENDA
October 12, 2022 at 7:00 P.M.

- A. CALL TO ORDER:
- B. ROLL CALL: ANDREWS ___ GUSTAFSON ___ LEEHY ___
MEYER ___ WEHYEE ___
- STAFF PRESENT: LINEHAN _____
- C. APPROVAL OF AGENDA
- D. PRESENTATION:
1. Recognition of Kay Andrews' Service to Falcon Heights
- E. APPROVAL OF MINUTES:
1. September 28, 2022 City Council Regular Meeting Minutes
2. October 5, 2022 City Council Workshop Meeting Minutes
- F. PUBLIC HEARINGS:
- G. CONSENT AGENDA:
1. General Disbursements through: 10/6/22 \$32,412.76
Payroll through: 9/30/22 \$20,711.11
Wire Payments through: 9/30/22 \$14,013.33
2. Accept the Resignation of Kay Andrews from the City Council and Declare a
Vacancy
3. Approve Two-Year Extension Agreement with Tennis for Recycling Services
- H. POLICY ITEMS:
- I. INFORMATION/ANNOUNCEMENTS:
- J. COMMUNITY FORUM:
Please limit comments to 3 minutes per person. Items brought before the Council will be referred for consideration. Council may ask questions for clarification, but no council action or discussion will be held on these items.
- K. ADJOURNMENT:

BLANK PAGE



REQUEST FOR COUNCIL ACTION

Meeting Date	October 12, 2022
Agenda Item	D1
Attachment	Proclamation
Submitted By	Kelly Nelson, Assistant to the City Administrator

Item	Recognition of Kay Andrews
Description	<p>In recognition of her public service and dedication to the community of Falcon Heights, Kay Andrews will be recognized and presented with a plaque. Although Kay Andrews will not be in attendance, the City of Falcon Heights will present it to her at another time and/or location.</p> <p>Kay Andrews served as President and CEO of Northeast Youth and Family Services, providing service to NYFS and the community for 33 years. In recognition, a facility opened in 2021 and was named the Kay Andrews Discovery Center.</p> <p>Kay Andrews has resided in Falcon Heights since 1992 and has served on the Planning Commission, the Human Rights Commission, and the Inclusion and Policing Task Force, with the purpose of making all feel <i>welcomed, included and safe</i>.</p> <p>Kay Andrews was appointed to the Falcon Heights City Council and took an Oath of Office on January 8, 2020. Her resignation is effective on October 12, 2022.</p>
Budget Impact	N/A
Attachment(s)	Resolution 22-47 - Proclamation Recognizing Kay Andrews' Service to Falcon Heights
Action(s) Requested	Motion to recognize Kay Andrews' service to Falcon Heights and present her with a proclamation.

**CITY OF FALCON HEIGHTS
COUNCIL RESOLUTION**

October 12, 2022

No. 22-47

Proclamation

RESOLUTION HONORING KAY ANDREWS' SERVICE TO FALCON HEIGHTS

WHEREAS, Council Member Kay Andrews served as President and CEO of Northeast Youth and Family Services, collaborating with various agencies, including 15 municipalities, 3 school districts and 5 police departments to provide community-based support services and mental health counseling to the northeastern suburbs of Ramsey County. Council Member Kay Andrews provided 33 years of service to NYFS and the community, and, in recognition of this, a facility opened in 2021 was named the Kay Andrews Discovery Center; and

WHEREAS, Council Member Kay Andrews has resided in Falcon Heights since 1992; and

WHEREAS, Council Member Kay Andrews has served on the Planning Commission, the Human Rights Commission, and the Inclusion and Policing Task Force, with the desire to create a strengthened, safe, inclusive and more collaborative community where all people are *welcomed, included and safe*; and

WHEREAS, Kay Andrews was elected to the Falcon Heights City Council and subsequently took an Oath of Office on January 8, 2020; and

WHEREAS, Council Member Kay Andrews tendered her resignation from the Falcon Heights City Council effective October 12, 2022; and

WHEREAS, Council Member Kay Andrews has honorably dedicated herself to serving her community and the residents of Falcon Heights and is a bright example of public service.

NOW THEREFORE BE IT RESOLVED that I, Mayor, Randall C. Gustafson, on behalf of the City Council of the City of Falcon Heights, Minnesota, do hereby honor and recognize Kay Andrews for her contributions and service to the City of Falcon Heights as a councilmember. May this proclamation be provided to Kay Andrews in recognition for her years of service to the Falcon Heights community.

Moved by:

Approved by: _____

Randall C. Gustafson
Mayor

GUSTAFSON _____ In Favor
MEYER
ANDREWS _____ Against
LEEY
WEHYEE

Attested by: _____

Jack Linehan
City Administrator

BLANK PAGE

CITY OF FALCON HEIGHTS
Regular Meeting of the City Council
City Hall
2077 West Larpenteur Avenue
MINUTES
September 28, 2022 at 7:00 P.M.

A. CALL TO ORDER: 7:00 p.m.

B. ROLL CALL: ANDREWS __X_ GUSTAFSON __X_ LEEHY __X_

MEYER __X_ WEHYEE __X_

STAFF PRESENT: LINEHAN __X_ FREIHAMMER __X_

C. APPROVAL OF AGENDA

1. **Kay Andrews Recognition as a Presentation**

Motion of approval of agenda; approved 5-0

D. PRESENTATION:

1. **Kay Andrews Recognition as a Presentation**

Mayor Gustafson states that Council Member Kay Andrews will resign from the City Council. The official resignation acceptance will be at the October 12th City Council meeting.

Council Member Andrews states that she will miss living in Falcon Heights and hopes the City Council continues to do well and work together.

Council Member Leehy states it has been a pleasure having you as a friend and a resident in Falcon Heights. You will be dearly missed.

Council Member Wehyee states it has been a pleasure serving with you. I have developed a tremendous amount of respect for you and as a member of this community. We will miss you very dearly.

Council Member Meyer states the little time working with it has been great and wishes Council Member Andrews the best.

Jack Linehan, the City Administrator, said he enjoyed getting to know you. He appreciates working for someone thoughtful and passionate in city government. Linehan is sad to see Council Member Andrews go but also excited for her in her next chapter.

Joe Bischoff, Council Member Andrews's son, says his mother did a great job. She has been helping people all of her life.

Steve Russell says he is a St. Paul resident but helped Andrews in her campaign. Steve, his wife, and their friend are all there to support their long dear friend.

Ann Russell, St. Paul, states that she has been a dear friend of Andrews for 45 years. Andrews is an amazing person who has played an instrumental role in the community and in helping people.

Speaker, who did not state their name, states she has have been a long-time friend of Andrews and second what everyone else has said about Andrews. So, it is lovely to see her being recognized in this context.

Mayor Gustafson thanks Andrews for the time we got to know each other on the task force and the Mayor talking Andrews into running for City Council. Your service and insight with Northeast Youth and Family Services have made a real difference in this community. Your three years on the Council have been tremendous. Your thoughts and guidance to help us through all of that.

E. APPROVAL OF MINUTES:

1. September 7, 2022 City Council Workshop Meeting Minutes
2. September 14, 2022 City Council Regular Meeting Minutes
3. September 21, 2022 City Council Workshop Meeting Minutes

Mayor Gustafson sent a few grammar and typo changes to the City staff.

Motion by Council Member Andrews for approval of Minutes; approved 5-0

F. PUBLIC HEARINGS:

G. CONSENT AGENDA:

1. General Disbursements through: 9/22/22 \$41,300.36
Payroll through: 9/15/22 \$17,701.64
Wire Payments through: 9/15/22 \$13,065.29
2. Accept the Resignation of Planner/Community Development Coordinator Paul Moretto
3. Acceptance of Proposal and Authorization of City Administrator to Negotiate Contract with Landform Professional Services, LLC for Temporary Planning Consultant Services
4. Approve Quote with Bituminous Roadways, Inc. to Perform 2021 PMP Repairs in an amount not to exceed \$125,000.00.
5. Appointment of Kelly Nelson to the position of Assistant to the City Administrator

Mayor Gustafson thanks Paul Moretto for all he has done for the City. In addition, welcomes Kelly Nelson, the new Assistant to the City Administrator to the City.

Kelly Nelson states that she has lived in Falcon Heights for seven and a half years. Kelly loves living in Falcon Heights and is excited to start on Monday and grateful for this opportunity.

Kevin Shay, the landform representative, states he will be filling in as the temporary City Planner for the City. Kevin is the acting Planner for several communities, such as Big Lake, the City of Clearwater, and the City of Burnsville. Kevin is looking forward to helping the City of Falcon Heights.

Linehan welcomes Kelly and says he is excited to have an Assistant to the City Administrator; it is a very important position in our community. The City did a wide

search for the position and got fantastic applicants. Kelly's personality stood out among the qualified applicants, and how well she will get along with staff and residents. Kelly came to the interviews with more big bright ideas on how to have special events and take our marketing and promotions to the next level. Kelly has about 20 years of experience in radio through marketing, promotions, and event coordination. She will be a valuable asset to the City. In addition, Linehan is excited for Kevin Shay and Landform to start as well.

Motion by Council Member Wehyee for approval of the Consent Agenda; approved 5-0

H: POLICY ITEMS:

1. Adoption of Interim Ordinance Prohibiting the Sale, Testing, Manufacturing or Distribution of THC Products

Linehan states a new law was enacted at the end of the 2022 legislative session that allows certain edible and beverage products infused with tetrahydrocannabinol (THC) to be sold. The changes took effect on July 1. The new law amends the scope of sale of any product that contains cannabinoids extracted from hemp and that is an edible cannabinoid product or is intended for human or animal consumption. Previous law authorized a product containing nonintoxicating cannabinoids (CBD) to be sold, but the authority to sell edible CBD products was unclear. The new law expands the authority to include nonintoxicating cannabinoids, including edible cannabinoid products, provided they do not contain more than 0.3% of any THC. An edible cannabinoid product also cannot exceed more than five milligrams of any THC in a single serving, or more than a total of 50 milligrams of any THC per package. The new law does not limit where edible cannabinoids products may be sold. However, certain businesses by their nature maybe be limited on their ability to sell the products, including establishments that primarily sell liquor. Nothing in the new law limits a city's zoning authority related to THC products. Falcon Heights' city code does not address THC sales. As such, the majority of retail establishments could sell THC products within the state threshold. The most common locations for THC sales are gas stations, tobacco stores, and specialty CBD/THC retailers. The city does not have any tobacco stores, but does have two gas stations that currently sell tobacco products. City staff have been approached by a CBD/THC establishment interested in potentially opening a CBD/THC store in Falcon Heights. The city's zoning ordinance does not address THC sales. An option for the City is to approve a moratorium on sales for up to one year to study the issue further and consider zoning regulations. A moratorium is a tool cities use to pause specific uses in order that the city may study the issue in anticipation of future regulations. A moratorium is limited to a period of one year. For example, a few cities such as Roseville, Arden Hills, Shoreview and Lauderdale have recently enacted a moratorium on CBD and THC products. For tonight's consideration is an interim ordinance that would be in effect for up-to one year. During this time, the city is required to study the issue and develop policies or ordinances relating to the issue. If approved, staff will work with the Planning Commission and city attorneys to draft reasonable regulations and restrictions for where products can be sold and any licensing requirements that will be needed. The interim ordinance, if approved, will expire September 28, 2023. Council may repeal the interim ordinance before this time.

Council Member Leehy asks Linehan about the ability to use whether the City has records of who is allowed, for example, an age limit.

Linehan states that the City will want to update City law because State law states that the person purchasing CBD/THC products has to be 21 or older. Therefore, the City should look through its policies to ensure they are consistent with state law and update tobacco use. In addition, look at the City's park regulations that limit the ability to consume nicotine tobacco, including CBD/THC, in our parks.

Council Member Wehyee states he appreciates this Ordinance and that it is not a passive Ordinance and expects real progress to be made in the research so that the City will have the necessary information to enact the best policy/ordinance moving forward.

Council Member Meyer states that the City of Roseville passed a similar Ordinance. Meyer asks if the smoke shops in Roseville are grandfathered in or if they must stop selling CBD/THC products.

Linehan states that he does not know how the City of Roseville is enforcing its Ordinance, but technically the tobacco shops would need to cease the sale of the Delta 9 THC products. Many tobacco shops sell similar products, such as Delta 8.

Council Member Meyer asks whether the City has a relative estimate of the cost of the study.

Linehan states that the City was not looking at hiring an outside consultant, but there still is staff time. Looking at the Landform proposal, for example, we know they have an hourly rate, so it will take some time to look at the Ordinances. Linehan does not have an estimate as to what that would be. A lot of it depends on how extensive we get.

Mayor Gustafson says that the State law allows cities to have the ability to make these kinds of determinations because there is no State-wide guidance at this time.

Linehan states that is correct, with the addition of a few new clarifications under the state law. This law focuses on a couple of areas, such as the CBD/THC products can't look like candy, has to come in child-proof packaging, has to sell to 21 or older, and limit the amount of THC in the product. The guidance on who can sell it and where it can be sold is very open. Any retailer could technically sell it.

Council Member Meyer states he is sympathetic toward the people who use these products for pain relief. However, it should not be the Wild West, and this moratorium will give the City a chance to get some Ordinances on the book that will help the City regulate this properly. Regarding looking ahead through the year, when do you anticipate in terms of priorities this would be discussed, maybe sometime next year?

Linehan says yes, it will take a little time for the Planning Commission and staff to take an initial look at it. Also, have a conversation with the City Attorney and get some ideas from other communities to see what they have enacted before September 28th, 2023.

Motion by Council Member Leehy for approval of
Adoption of Interim Ordinance Prohibiting the Sale,
Testing, Manufacturing or Distribution of THC Products;
approved 5-0

2. Approval of Agreement with The Center for Value-Based Initiatives for Police Contract Consulting Services

Linehan states that staff released an RFP for Police Contract Analysis and Consulting Services on July 15, 2022. The RFP closed on August 15, 2022. The RFP was marketed widely online and staff reached out to local and national firms that specialize in this service. The city received interest from three qualified bidders. One bidder declined to submit, citing workload / staffing constraints as they were starting up their firm. In total, the city received two proposals from consultants: one from a local retired law enforcement executive, and one from a national police consulting firm. The City Council reviewed the proposals during workshops on 9/14 and 9/21. The majority of the council preferred the proposal that was submitted by the Center for Value-Based Initiatives (CVBI). The CVBI proposal will review our current calls for service and contract utilization, provide service recommendations and future contract recommendations, and review the success of implementing the Task Force on Policing and Community Inclusion initiatives as adopted by the City Council. The process will be kicked off with community focus group meetings and stakeholder interviews. The contract cost will be for \$37,500.00, which includes travel and expenses. Both the consultant and the City anticipate the project will be completed in early 2023.

Council Member Wehyee states that just so the audience understands where and why I am voting. I have nothing personal against Mr. Bostrom, the president of Value-Based Initiatives for Police Contract Consulting Services. I have no personal relationship with Mr. Bostrom, and from what I know of him, he sounds like a great guy and an outstanding professional. My vote against this contract has nothing to do with any personal animosity of any sort. Still, I do have some I think are very serious concerns regarding how this looks in terms of bias and terms of a potential conflict of interest, given the fact Mr. Bostrom is someone that did give our Mayor his first role in the County. Now the Mayor is a part of the decision granting the current contract; it does appear to be, or at least it can be perceived as a quid pro quo, and I think I have a serious issue with that personally. I think that is something we take a bit of caution over. Moreover, I think that, on the one hand, I can see the benefits of having Mr. Bostrom take this contract because he has the local network and knows the various folks in the local circuit. Still, I also fear that could potentially have an adverse impact in terms of how he is perceived or even treated and how he might even the solutions he can offer may not be as creative as someone who may be an outside agent. I believe that the contract is contingent on Mr. Bostrom's work with Bloomington, which, for me, is a bit worrisome because I am afraid that if something came up, his attention would be more on Bloomington than the City of Falcon Heights. The timeframe that we are hoping to get this done by is not completely confident, given the workload that Mr. Bostrom's company will be able to perform the tasks to the satisfaction that our community needs. For those reasons, I will be voting against this proposal, but again this is nothing personal it is based on principle.

Mayor Gustafson states that he was hired by Ramsey County by the Ramsey County Sheriff's Office when Matt Bostrom was the Sheriff. I was hired as the Public Information Officer based on my skill set, experiences, and what I brought to the agency. Second, in terms of bias, there is no quid pro quo. I am not at all involved with The Center for Value-Based Initiatives. After five years Matt left the Sheriff of Ramsey County position to pursue one of three doctoral opportunities with Oxford

University. I was not involved with any of the work he did with the City of Los Angeles or the County of Los Angeles or any of the operations of the State of Minnesota, as he has provided consulting services on how to hire for character and train for competence those type of things are not anything I personally at all benefit from nor will I gain anything from this contract with Dr. Bostrom. I have made that clear throughout my tenure as a City Council Member. I have expertise in public and law enforcement services to communities, and the Ramsey County Sheriff's Office employs me. I do not gain from having the contract with the City of Falcon Heights as part of the service. There are no service benefits or additional dollars. There is only the work I do, and I can provide this to this community and the other six communities from which the Sheriff's Office contracts law enforcement sheriffs. I took total offense to any statement of bias and have made that clear throughout the years. Regarding how Dr. Bostrom works with the City of Bloomington. He has a year-and-a-half-long contract with that agency, where he is taking a comprehensive look at their operations. I do not believe the capacity of his firm's ability will hinder what we are going to do here. I do not think he would have entered into this agreement if he thought he would short-change the organization. I think the fact that he offered his services at one-fourth of the cost of the national agency is significant. I will also state I do not think he will come in with a bias regarding how we are operated. He will come in with an understanding of how law enforcement services in Ramsey County and the City of St. Paul. He has 29 years of experience with the St. Paul Police Department, six years of experience as the Sheriff of Ramsey County, and 35 total years of service to the community in this area. He is going to provide the insight that he has in terms of how this community operates and how we interact with others. I believe this is a fair and equitable solution. To determine our mission here for this part of bringing in a consultant is to study our local Falcon Heights needs and wants. This purpose is to determine the need to hire a police department.

Council Member Meyer states that he was impressed by Bostrom's work. I think the experience in our community has been here when we went through all of the struggles we have had over the last ten years. I think Jensen Hughes, the other firm is as good as they are. They don't have that local experience. Also, the contract price, on top of that, sealed the deal for me.

Council Member Andrews states that she also believes that although there might be an appearance of bias, I don't think there is any evidence of that. His experience with our community and County will benefit the City of Falcon Heights because he will start the process with a lot of experience and expertise that the national firm would not have. They would have to spend a lot of time getting there. I think this will be a great opportunity for a new direction.

Council Member Leehy states that isn't much more to add to what was presented in his RFP for his consulting firm goes along with what I have seen him practice as a leader in our County and having to worked with him and seeing him not just look for the needs of the law enforcement would want but what individuals and citizens are wanting and needing. I have seen him work graciously with a variety of people in diverse situations with diverse communities. For him to be doing this locally than being sought out by our State and Nation speaks well. That he has served in both large and small cities places like Bloomington still choose Matt Bostrom's firm over the competitors to meet this need, and I know with a lot of fields of consulting, it is not required for a firm only to serve one organization at a time and still do quality work. I feel that with what was presented to us and knowing who he is, we are seated

well should we decide to move forward and vote for Matt Bostrom's firm to consult and give us what we need as a community.

Motion by Council Member Meyer for approval of Agreement with The Center for Value-Based Initiatives for Police Contract Consulting Services; approved 4-1

Gustafson- Aye

Leehy- Aye

Meyer – Aye

Andrews – Aye

Wehyee – Nay

3. Adoption and Certification of the 2023 Preliminary Levy

Linehan states Each year, the City must set and certify to Ramsey County a preliminary levy by September 30. Details for the preliminary 2023 General Fund Budget: 1. There are no levy limits imposed by the Legislature for the 2023 Budget. 2. The amount of LGA state aid was increased by an amount of \$12,278 by the Legislature for budget year 2022. LGA will **increase** from \$720,962 in 2022 to \$733,240 in 2023. 3. Fiscal Disparity distribution dollars for 2023 decreased by \$23,790 from the 2022 level. 4. Increase of \$24,300 in revenue for Lauderdale plowing contract. 5. Increase of \$164,395 in contract for police services. This not the City's final adopted budget and our final adopted budget will be in December. Tonight, is only setting the levy amount.

Council Member Meyer says that there could be a housing bubble, and it could burst. Falcon Heights is a desirable City to live in, and we have a great school, but we might also see a swing next year.

Motion by Council Member Andrews for the adoption and Certification of the 2023 Preliminary Levy; approved 5-0

4. Approval of Setting Truth in Taxation (TNT) Hearing Date of Wednesday, December 14th, 2022 at 7:00 p.m.

Motion by Council Member Meyer for the Approval of Setting Truth in Taxation (TNT) Hearing Date of Wednesday, December 14th, 2022 at 7:00 p.m.; approved 5-0

I. INFORMATION/ANNOUNCEMENTS:

Council Member Wehyee states the Planning Commission met Monday, September 27th. Unfortunately, Wehyee was not in attendance, but the Commission did meet.

Council Member Meyer states that he also was not in attendance for the Environment Commission. Still, they did discuss the Climate Emergency Declaration, and he is looking forward to getting plugged back with the Commission's next meeting.

Mayor Gustafson stated he did attend the Community Engagement Commission meeting Monday, September 19th. The Commission took a look at the City's State Fair regulations and got feedback from the Commission on those regulations. The Commission also reviewed what the Commission did in 2022 and did some planning for Human Rights Day, which is on December 10th. In addition, we discussed having another coat drive with the International Institute.

City Administrator Linehan states:

- **State Fair Town Hall**
 - The City hosted our State Fair Town Hall on Wednesday, September 21st at 6:30 PM in City Hall Council Chambers
 - We estimate 75 attendees
 - Over 100 survey results
 - Once minutes are approved, the minutes and survey will be posted to the website
 - Next steps will be discussed at the October 5th City Council Workshop.
- **Assistant to the City Administrator**
 - Excited to have Kelly join our team
- **Community Development Coordinator/Planner**
 - I'm sad to see Paul leave, but happy for his professional growth
 - Position was posted on 9/14, so far we have received a few applications
 - Deadline closes on October 14th
 - We have Landform in on a contractual basis to handle plan reviews, code complaints and planning commission
- **Northeast Neighborhood Meeting – 2023 PMP**
 - Wednesday, October 5th at 5:30 PM in Council Chambers
- **Falcon Woods Meeting**
 - Wednesday, October 19th at 6:30 PM in Council Chambers
- **Amber Union Update**
 - Final punchlist items
 - Nearing certificate of occupancy
 - Still coordinating for a ribbon cutting and open house

J. **COMMUNITY FORUM:**

Please limit comments to 3 minutes per person. Items brought before the Council will be referred for consideration. Council may ask questions for clarification, but no council action or discussion will be held on these items.

K. **Closed Session**

1. Discussion of the Purchase of Property Located at 2050 Roselawn Avenue – Community Park – Pursuant to Minn. Stat. 13D.05, subd. 3(b)(3).

Mayor Gustafson requested a vote to recess in to closed session to discuss the purchase of property pursuant to Minn. Stat. 13D.05, subd 3(b)(3). Mayor Gustafson stated that no business would happen following closed session outside of adjournment.

Motion by Wehyee/Meyer to recess to closed session; approved 5-0.

L. ADJOURNMENT: 8:30 p.m.

Dated this 12th day of October, 2022

Randall C. Gustafson, Mayor

Jack Linehan, City Administrator

BLANK PAGE

CITY OF FALCON HEIGHTS
City Council Workshop
City Hall
2077 West Larpenteur Avenue

MINUTES
October 5, 2022
6:30 P.M.

- A. CALL TO ORDER: 6:40 p.m.
- B. ROLL CALL: ANDREWS ___ GUSTAFSON __X__ LEEHY __X__
 MEYER __X__ WEHYEE __X__
- STAFF PRESENT: LINEHAN __X__ SORENSEN __X__

- C. POLICY ITEMS:
1. Upcoming City Council Vacancy

Jack, the City Administrator states On September 26, Council Member Kay Andrews submitted her resignation as the Falcon Heights City Council Member effective October 12, 2022, due to her moving to a senior housing facility in Roseville that date. The City Council will be anticipated to formally accept Council Member Andrews's resignation at the Wednesday, October 12th City Council meeting. As there are less than two years left on the term, the City will be required to appoint a replacement. <https://www.revisor.mn.gov/statutes/cite/412.02>. At the workshop, the City Council will discuss the vacancy replacement process, determine how applications will be reviewed and formalize a timeline. The City may attempt to follow past-practice for filling vacancies, including the most recent examples in 2019 (Mayor Lindstrom), 2018 (Council Member Brown Thunder), and 2014 (Council Member Gosline).

Council Member Wehyee asks whether you have to be a US citizen to run for City Council.

Linehan says yes.

Council Member Meyer says if we use this application process, the people who were also running in the last election should be informed of this so they can apply.

Council Member Wehyee asks if there is a policy that states the process for something such as this.

Mayor Gustafson says it is defined in state law.

Council Member Meyer says maybe we do something similar to how we hired our new City Administrator.

Mayor Gustafson asks if we can do interviews during a workshop.

Linehan states I believe, but I will have to talk to the City attorney.

Council Member Wehyee says I thought it worked very well online.

Linehan says I will have to talk to the City Attorney to see if interviews need to be public or not.

Council Member Meyer says I like the idea of working with the Commission chairs.

Mayor Gustafson says I don't think we can have staff involved in this process.

Linehan states City staff can publish the vacancy on the City's social media and in the newsletter from October 13 through the 26. How long would the Council want the application open?

All of the Council Members say two weeks works.

Mayor Gustafson says if we did the interview at a workshop and then held the finalist's vote at an open session. Then, we could call a special workshop meeting other than Wednesdays.

Linehan states November 16 can be the finalist interview. Those who applies has to be public, but the process does not.

Council Member Wehyee states we should be able to talk about why we choose a candidate.

Mayor Gustafson says we could discuss our top three candidates.

Mayor Gustafson said in the citizen group in 2014, all of the candidates got to speak then the citizens rated the candidates.

Council Member Leehy suggests every candidate is numbered 1-10, and the top half of people move on to the next round to the citizen panel.

Mayor Gustafson says we would have to give our results back to Linehan on November 2.

Council Member Leehy asks can the citizen panel Zoom the candidates?

Linehan states yes, they do not have to abide by the open meeting laws as they are not a public body.

Council Member Leehy says November 16, we would vote for the finalist and are close to deliberating.

Linehan says for the citizen panel, maybe we have that on the week of the 9th to give ample time to prepare for it.

2. State Fair Town Hall Recap / Next Steps Discussion

Linehan states The City Council hosted a town hall on Wednesday, September 21st that was attended by approximately 75 citizens. A mailer was sent to every Falcon Heights household to advertise the event. Additionally, a survey was conducted and answered by 116 residents of Falcon Heights. There were many good ideas brought up in both the survey and the town hall, and areas for future policy review were identified. As the next step in the process, it is recommended that the City Council discuss the town hall and how we want to proceed with reviewing and potentially changing city policies prior to the 2023 Minnesota State Fair. Included in the packet are the open-ended responses to our survey and the minutes from the town hall meeting. The Council will discuss the town hall, and how to approach the next steps. Looking through the surveys the vast majority of residents do not want residents do not want to people selling parking in their yards or selling products from their yard.

Council Member Leehy says the residents of Hoyt have a serious issue with getting out on Hoyt.

Mayor Gustafson states we must make it clear in the State Fair policy. The purpose of the State Fair parking permits is to have access to emergency vehicles and for residents to park their cars on the street during the State Fair so that State Fair goers don't take those parking spots.

Council Member Meyer says we could create a ticket tax to get leverage on the State Fair to get some compensation from them.

Mayor Gustafson says the easiest way for the City is to make all Falcon Heights permitted parking during the State Fair. We could address the back to the 50's stuff by looking at our noise ordinances and making them stricter. If we make it clear to the State Fair that we are going to clamp down on their customers

Council Member Meyer says we should definitely raise the parking ticket fees, get more trash cans, and temporary speed bumps.

Council Member Leehy says we can lift the trash can ordinance during the State Fair that requires residents to bring their cans in from the curb. This was suggested by an attendee.

Mayor Gustafson says we must license the petty cabs during the State Fair.

Council Member Leehy says we could put up temporary metered parking during the State Fair.

Linehan says a task force may be the next step. However, the City Staff faced a problem: the State Fair Policies were in the Administrative Manual but not a part of the City Code. This makes it difficult to enforce.

Mayor Gustafson says that the key is if we can get enforceable ordinances.

Council Member Meyer says we should have the fair involved in these conversations.

Linehan says having a mutual aid agreement from the State Fair on policing could benefit the City.

Council Member Leehy says the ticketing and towing could be better.

Mayor Gustafson says we could change our signs to say you will be ticked and towed. All of this is to stop people from speeding through the streets.

Linehan says we can start the process for the task for the State Fair ordinance in January, with recommendations in the spring.

D. INFORMATION/ANNOUNCEMENTS:

Council Member Leehy asks if there is any update on the Ruggles Pathway.

Linehan says yes, we are leaning towards vacating the pathway. More information will become available in the feasibility report.

E. ADJOURNMENT: 9:10 p.m.

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

Randall C. Gustafson, Mayor

Dated this 12th day of October, 2022

Jack Linehan, City Administrator

BLANK PAGE



REQUEST FOR COUNCIL ACTION

Meeting Date	October 12, 2022
Agenda Item	Consent G1
Attachment	General Disbursements, Payroll, and Wire Payments
Submitted By	Roland Olson, Finance Director

Item	General Disbursements, Payroll and Wire Payments
Description	General Disbursements through: 10/6/22 \$32,412.76 Payroll through: 9/30/22 \$20,711.11 Wire Payments through: 9/30/22 \$14,013.33
Budget Impact	The general disbursements, payroll and wire payments are consistent with the budget.
Attachment(s)	<ul style="list-style-type: none"> • General Disbursements, Payroll and Wire Payments
Action(s) Requested	Staff recommends that the Falcon Heights City Council approve general disbursements, payroll and wire payments.

PACKET: 02614 OCT 6 PAYABALES

VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

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

01-06290	CITY OF ROSEVILLE					

I-231306		IT SVC OCT	3,179.49			
10/06/2022	APBNK	DUE: 10/06/2022 DISC: 10/06/2022		1099: N		
		IT OPERATIONAL OCT		101 4116-85070-000	TECHNICAL SUPPORT	1,005.59
		IT STAFF SUPPORT OCT		101 4116-85070-000	TECHNICAL SUPPORT	1,873.40
		IT SOFTWARE OCT		101 4116-85070-000	TECHNICAL SUPPORT	195.56
		IT EQUIPMENT OCT		101 4116-85070-000	TECHNICAL SUPPORT	104.94
		=== VENDOR TOTALS ===	3,179.49			

01-05235	JAN-PRO CLEANING SYSTEMS					

I-112864		JANTORIAL SVC OCT	450.00			
10/06/2022	APBNK	DUE: 10/06/2022 DISC: 10/06/2022		1099: N		
		JANTORIAL SVC OCT		101 4131-87010-000	CITY HALL MAINTENANCE	450.00
		=== VENDOR TOTALS ===	450.00			

01-05263	MID CITY SERVICES- INDUSTRIAL					

I-235411		FLOOR MAT SVC	61.69			
10/06/2022	APBNK	DUE: 10/06/2022 DISC: 10/06/2022		1099: N		
		FLOOR MAT SVC		101 4131-87010-000	CITY HALL MAINTENANCE	61.69
		=== VENDOR TOTALS ===	61.69			

01-06115	TIMOTHY PITTMAN					

I-202210068294		MILEAGE/CLOTHING REIMB	234.60			
10/06/2022	APBNK	DUE: 10/06/2022 DISC: 10/06/2022		1099: N		
		MILEAGE REIMG		101 4112-86010-000	MILEAGE & PARKING	40.00
		CLOTHING REIMB		101 4132-77000-000	CLOTHING	194.60
		=== VENDOR TOTALS ===	234.60			
		=== PACKET TOTALS ===	3,925.78			

PACKET: 02612 OCT 5 PAAYBLES

VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

---ID-----			GROSS	P.O. #		
DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-00028	ALLSTREAM					
I-18807329		EMERGENCY LAND LINE CITY HALL	47.62			
10/04/2022	APBNK	DUE: 10/04/2022 DISC: 10/04/2022		1099: N		
		EMERGENCY LAND LINE CITY HALL		101 4116-85010-000	TELEPHONE	47.62
		=== VENDOR TOTALS ===	47.62			
=====						
01-00295	AVR, INC					
I-265030		SIDEWALK REPAIR/HAMLINE&CAL	1,468.75			
10/04/2022	APBNK	DUE: 10/04/2022 DISC: 10/04/2022		1099: N		
		SIDEWALK REPAIR/HAMLINE&CAL		419 4419-92005-000	SIDEWALK IMPROVEMENTS	1,468.75
		=== VENDOR TOTALS ===	1,468.75			
=====						
01-05422	BP					
I-202210048292		FUEL	1,474.86			
10/04/2022	APBNK	DUE: 10/04/2022 DISC: 10/04/2022		1099: N		
		FUEL		602 4602-74000-000	FUEL & LUBRICANTS	1,268.75
		FUEL		602 4602-74000-000	FUEL & LUBRICANTS	206.11
		=== VENDOR TOTALS ===	1,474.86			
=====						
01-01034	BRAKE AND EQUIPMENT WAREHOUSE					
I-01KD9855		P25 POWER BLAST	38.64			
10/04/2022	APBNK	DUE: 10/04/2022 DISC: 10/04/2022		1099: N		
		P25 POWER BLAST		101 4131-70110-000	SUPPLIES	38.64
		=== VENDOR TOTALS ===	38.64			
=====						
01-05115	GOPHER STATE ONE CALL					
I-2090388		LOCATES	67.50			
10/04/2022	APBNK	DUE: 10/04/2022 DISC: 10/04/2022		1099: N		
		LOCATES		601 4601-88030-000	LOCATES	67.50
		=== VENDOR TOTALS ===	67.50			
=====						
01-05670	METRO PRODUCTS INC					
I-202210048291		NUTS, BOLTS, WASHERS	21.42			
10/04/2022	APBNK	DUE: 10/04/2022 DISC: 10/04/2022		1099: N		
		NUTS, BOLTS, WASHERS		101 4131-70110-000	SUPPLIES	21.42
		=== VENDOR TOTALS ===	21.42			

PACKET: 02612 OCT 5 PAAYBLES

VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-06053		OREILLY AUTO PARTS				

I-202210058293		AIR COMPRESSOR PARTS/FUEL HOS	42.45			
10/05/2022	APBNK	DUE: 10/05/2022 DISC: 10/05/2022		1099: N		
		AIR COMPRESSOR PARTS/FUEL HOSE		101 4131-70110-000	SUPPLIES	42.45
		=== VENDOR TOTALS ===	42.45			
=====						
01-06185		RAMSEY COUNTY				

I-PRRRV 001968		4TH QTR ELECTION CONTRACT	5,450.00			
10/04/2022	APBNK	DUE: 10/04/2022 DISC: 10/04/2022		1099: N		
		4TH QTR ELECTION CONTRACT		101 4115-80300-000	ELECTION CONTRACT	5,450.00
		=== VENDOR TOTALS ===	5,450.00			
=====						
01-05374		TENNIS SANITATION LLC				

I-05374		RECYLING RAMSEY CTY SWMT/CEC	66.50			
10/04/2022	APBNK	DUE: 10/04/2022 DISC: 10/04/2022		1099: N		
		RECYLING RAMSEY CTY SWMT/CEC		101 4131-87010-000	CITY HALL MAINTENANCE	66.50

I-092875		RECYCLING SFD AND MFD FEES	7,458.75			
10/04/2022	APBNK	DUE: 10/04/2022 DISC: 10/04/2022		1099: N		
		RECYCLING SFD AND MFD FEES		206 4206-82030-000	RECYCLING CONTRACTS	7,458.75
		=== VENDOR TOTALS ===	7,525.25			
=====						
01-05737		VERIZON WIRELESS				

I-9916615561		CELL PHONE TO SEPT 23	53.28			
10/04/2022	APBNK	DUE: 10/04/2022 DISC: 10/04/2022		1099: N		
		CELL PHONE TO SEPT 23		601 4601-85015-000	CELL PHONE	53.28
		=== VENDOR TOTALS ===	53.28			
		=== PACKET TOTALS ===	16,189.77			

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
01-00222 ALLEGRA PRINT & IMAGING						
I-167399		ALLEGRA PRINT & IMAGING	76.31			
10/03/2022	APBNK	DUE: 10/03/2022 DISC: 10/03/2022		1099: N		
		Report Covers		101 4113-70100-000	SUPPLIES	76.31
=== VENDOR TOTALS ===			76.31			
01-05856 LINEHAN, JACK						
I-202210038289		LINEHAN, JACK	155.11			
10/03/2022	APBNK	DUE: 10/03/2022 DISC: 10/03/2022		1099: N		
		Zoom Audio Recorder		401 4401-90100-000	FURNITURE & EQUIPMENT	107.36
		SD Cards and Card Reader		401 4401-90100-000	FURNITURE & EQUIPMENT	47.75
=== VENDOR TOTALS ===			155.11			
01-05863 NORTHERN ONE HOUR HEATING & AI						
I-202210038290		NORTHERN ONE HOUR HEATING & A	31.00			
10/03/2022	APBNK	DUE: 10/03/2022 DISC: 10/03/2022		1099: N		
		Refund of Sewer Permit		101 32230-000	PLUMBING PERMITS	30.00
		Refund of State Surcharge		101 20801-000	DUE TO OTHER GOVERNMENTS	1.00
=== VENDOR TOTALS ===			31.00			
01-06185 RAMSEY COUNTY						
I-RISK-002193		RAMSEY COUNTY	950.51			
10/03/2022	APBNK	DUE: 10/03/2022 DISC: 10/03/2022		1099: N		
		Insurance/HR Admin Fee		101 4112-89000-000	MISCELLANEOUS	950.51
=== VENDOR TOTALS ===			950.51			
01-06184 RAMSEY COUNTY - POLICE AND 911						
I-EMCOM-010374		RAMSEY COUNTY - POLICE AND 91	2,401.44			
10/03/2022	APBNK	DUE: 10/03/2022 DISC: 10/03/2022		1099: N		
		911 Dispatch for Sept		101 4122-81200-000	911 DISPATCH FEES	2,401.44
I-EMCOM-010391		RAMSEY COUNTY - POLICE AND 91	398.08			
10/03/2022	APBNK	DUE: 10/03/2022 DISC: 10/03/2022		1099: N		
		CAD Services for Sept		101 4122-81200-000	911 DISPATCH FEES	398.08
=== VENDOR TOTALS ===			2,799.52			
=== PACKET TOTALS ===			4,012.45			

PACKET: 02607 September 29 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
01-05784		UPPER CUT TREE SERVICES				
I-5432		UPPER CUT TREE SERVICES	3,850.00			
9/29/2022	APBNK	DUE: 9/29/2022 DISC: 9/29/2022		1099: N		
		Remove Trees and Grind Stumps		101 4134-84020-000	TREE REMOVAL	3,850.00
		=== VENDOR TOTALS ===	3,850.00			
		=== PACKET TOTALS ===	3,850.00			

PACKET: 02605 SEPT 28 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- 0		CRAMER MARKETING						
I-40266		CRAMER MARKETING		86.46				
9/28/2022	APBNK	DUE: 9/28/2022 DISC: 9/28/2022			1099: N			
		Tax Forms - W2 and 1099			101 4113-70100-000	SUPPLIES		86.46
		=== VENDOR TOTALS ===		86.46				
01-05153		HOME DEPOT CRC/GEFC						
I-202209288288		HOME DEPOT CRC/GEFC		334.56				
9/28/2022	APBNK	DUE: 9/28/2022 DISC: 9/28/2022			1099: N			
		Concrete - Footings			403 4403-91850-000	BASKETBALL COURT GROVE -		20.68
		Concrete - Footings			403 4403-91850-000	BASKETBALL COURT GROVE -		71.20
		Step Ladder			101 4131-70110-000	SUPPLIES		129.00
		Filler			101 4131-70110-000	SUPPLIES		27.88
		2 4x4			101 4131-70110-000	SUPPLIES		41.56
		7 2x4			101 4131-70110-000	SUPPLIES		44.24
		=== VENDOR TOTALS ===		334.56				
01-05582		MENARDS						
I-1644212770		MENARDS		495.33				
9/28/2022	APBNK	DUE: 9/28/2022 DISC: 9/28/2022			1099: N			
		Flooring			101 4131-87010-000	CITY HALL MAINTENANCE		204.33
		Air Hose and Trash Can			101 4131-70110-000	SUPPLIES		87.96
		10W40			101 4132-74000-000	MOTOR FUEL & LUBRICANTS		28.05
		Sidewalk Repair 4 2x8			419 4419-92005-000	SIDEWALK IMPROVEMENTS		62.00
		Sidewalk Repair 1 2x12			419 4419-92005-000	SIDEWALK IMPROVEMENTS		112.99
		=== VENDOR TOTALS ===		495.33				
01- 0		OLSON, ROLAND						
I-202209288285		OLSON, ROLAND		58.19				
9/28/2022	APBNK	DUE: 9/28/2022 DISC: 9/28/2022			1099: N			
		Mileage Reimbursement Sept			101 4113-86010-000	MILEAGE		58.19
		=== VENDOR TOTALS ===		58.19				
01-06184		RAMSEY COUNTY - POLICE AND 911						
I-EMCOM-010196		RAMSEY COUNTY - POLICE AND 91		398.08				
9/28/2022	APBNK	DUE: 9/28/2022 DISC: 9/28/2022			1099: N			
		CAD Services June			101 4122-81200-000	911 DISPATCH FEES		398.08
		=== VENDOR TOTALS ===		398.08				

PACKET: 02605 SEPT 28 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- 8		SCHIFSKY COMPANIES				
I-202209288284		SCHIFSKY COMPANIES	2,883.78			
9/28/2022	APBNK	DUE: 9/28/2022 DISC: 9/28/2022		1099: N		
		Basketball Court Resurface		403 4403-91850-000	BASKETBALL COURT GROVE -	2,883.78
		=== VENDOR TOTALS ===	2,883.78			
01-00935		ST PAUL REGIONAL WATER SERVICE				
I-202209288287		ST PAUL REGIONAL WATER SERVIC	128.55			
9/28/2022	APBNK	DUE: 9/28/2022 DISC: 9/28/2022		1099: N		
		City Hall Water		101 4131-85040-000	WATER	67.03
		City Hall Sanitary Sewer		601 4601-85070-000	SAC CHARGES AND SS CHARG	16.83
		Community Park Water		101 4141-85040-000	WATER	32.61
		Community Park Sanitary Sewer		601 4601-85070-000	SAC CHARGES AND SS CHARG	12.08
		=== VENDOR TOTALS ===	128.55			
01-05870		XCEL ENERGY				
I-202209288286		XCEL ENERGY	49.81			
9/28/2022	APBNK	DUE: 9/28/2022 DISC: 9/28/2022		1099: N		
		Elect		101 4141-85020-000	ELECTRIC/GAS	35.83
		Elect		101 4121-85020-000	ELECTRIC	13.98
		=== VENDOR TOTALS ===	49.81			
		=== PACKET TOTALS ===	4,434.76			

MP #	NAME	AMOUNT
022	RANDALL C GUSTAFSON	293.07
L-0023	MELANIE M LEEHY	262.05
L-0025	YAKASAH WEHYEE	262.05
L-0026	KAY ANDREWS	258.04
L-0027	ERIC G MEYER	262.05
L-1006	JACK LINEHAN	3,141.07
L-1026	BRENNAN J SORENSEN	1,466.17
L-1136	ROLAND O OLSON	2,942.13
L-2268	MATTHEW CHERNUGAL	1,260.20
L-1030	TIMOTHY J PITTMAN	2,368.47
L-1033	DAVE TRETSVEN	1,861.53
L-1143	COLIN B CALLAHAN	2,061.30

TOTAL PRINTED: 12 16,438.13

9-22-2022 4:38 PM

PAYROLL CHECK REGISTER

PAGE: 1

PAYROLL NO: 01 City of Falcon Heights

PAYROLL DATE: 9/22/2022

EMP NO	EMPLOYEE NAME	TYPE	CHECK DATE	CHECK AMOUNT	CHECK NO.
10	CHERNE, CHRISTOPHER D	R	9/22/2022	727.72	091698
1162	LANDBERG, ALYSSA	R	9/22/2022	848.38	091699
1018	MORETTO, PAUL A	R	9/22/2022	2,623.00	091700
1179	PITTMAN, JUSTIN J	R	9/22/2022	73.88	091701

9-22-2022 4:38 PM

PAYROLL CHECK REGISTER

PAGE: 2

PAYROLL NO: 01 City of Falcon Heights

PAYROLL DATE: 9/22/2022

*** REGISTER TOTALS ***

REGULAR CHECKS:	4	4,272.98
DIRECT DEPOSIT REGULAR CHECKS:	12	16,438.13
MANUAL CHECKS:		
PRINTED MANUAL CHECKS:		
DIRECT DEPOSIT MANUAL CHECKS:		
VOIDED CHECKS:		
NON CHECKS:		
TOTAL CHECKS:	16	20,711.11

*** NO ERRORS FOUND ***

WIRE PAYMENTS

Sep 30 Payroll

Fed With	7,204.41
St With	1,335.28
Pera	4,113.80
ICMA	1,333.34
Child support	<u>26.50</u>

14,013.33

BLANK PAGE



REQUEST FOR COUNCIL ACTION

Meeting Date	October 12, 2022
Agenda Item	Consent G2
Attachment	Resolution 22-48, Resignation Letter
Submitted By	Jack Linehan, City Administrator

Item	Accept the Resignation of Kay Andrews from the City Council and Declare a Vacancy
Description	<p>Council Member Kay Andrews submitted her resignation to the City Council on Monday, September 26th to be effective Wednesday, October 12th. In her resignation letter, Council Member Andrews notes that she is moving to senior housing in Roseville.</p> <p>s The City Council needs to formally accept Council Member Andrews' resignation, and declare a vacancy on the council.</p> <p>As there is less than two-years left on the term, the City will be required to appoint a replacement. https://www.revisor.mn.gov/statutes/cite/412.02</p> <p>At the October 5th workshop, the Council discussed the anticipated resignation and vacancy replacement process. Once a vacancy is declared, applications for interested Council Member candidates will be made available online and at City Hall on October 13th.</p>
Budget Impact	N/A
Attachment(s)	Resolution 22-48, Resignation Letter
Action(s) Requested	Approve the attached resolution accepting Kay Andrews' resignation and declare a vacancy on the City Council.

**CITY OF FALCON HEIGHTS
COUNCIL RESOLUTION**

October 12, 2022

No. 22-48

**RESOLUTION ACCEPTING THE RESIGNATION OF COUNCIL MEMBER KAY ANDREWS
AND DECLARING A VACANCY ON THE CITY COUNCIL**

WHEREAS, Council Member Kay Andrews tendered her resignation from the Falcon Heights City Council effective October 12, 2022; and

WHEREAS, Kay Andrews was elected to the Falcon Heights City Council and subsequently took an Oath of Office on January 8, 2020; and

WHEREAS, approximately fifteen months remain of the regular four-year term.

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

1. That the resignation is accepted, and
2. Declare a vacancy exists on the Falcon Heights City Council.

Moved by:

Approved by: _____

Randall C. Gustafson
Mayor

GUSTAFSON _____ In Favor
MEYER
ANDREWS _____ Against
LEEHY
WEHYEE

Attested by: _____

Jack Linehan
City Administrator



CITY OF FALCON HEIGHTS

2077 Larpenteur Avenue W
Falcon Heights, MN 55113

THE CITY THAT SOARS!

P: 651-792-7600
F: 651-792-7610

September 26, 2022

Dear Mayor Gustafson and City Administrator Linehan,

I will be resigning from the Falcon Heights City Council effective as of Oct. 12, 2022. The reason for this action is because I am moving to Roseville where I will be living in a senior housing complex.

I have greatly enjoyed living in Falcon Heights for the past 30 years and will greatly miss this community and my present home.

It has been my privilege to serve on the council and will greatly miss not being involved in several upcoming projects.

Falcon Heights is a great city and I wish you well as you continue to develop in new directions. If there is any way I could be of help in this transition, please feel free to contact me.

Sincerely,

Kay Andrews
Council Member
1471 California Avenue

BLANK PAGE



REQUEST FOR COUNCIL ACTION

Meeting Date	October 12, 2022
Agenda Item	Consent G3
Attachment	Extension Letter, Original Contract
Submitted By	Jack Linehan, City Administrator

Item	Extend Recycling Contract with Tennis Sanitation, LLC
Description	<p>As of January 15, 2016, the City and the Contractor executed a three-year City-Wide residential recycling collection contract. Tennis Sanitation, LLC and the City agreed to two (2) two (2) year extensions of the existing service ending December 31, 2022. Tennis Sanitation, LLC would like to provide service to the City for a two (2) year extension with the option for an additional two (2) year extension.</p> <p>If the City of Falcon Heights and Tennis Sanitation, LLC agree to extend contracted services, it will begin immediately upon the expiration of the current contract time period which ends on December 31, 2022. The current contract price is \$3.50 per unit per month.</p> <p>The parties desire to amend the contract to include pricing for 2023 and 2024 with 2025 & 2026 to be negotiated in 2024. The cost of the Contract shall be \$4.25 per unit per month from January 1st, 2023 to December 31st, 2023 and \$4.75 per unit per month from January 1st, 2024 to December 31st, 2024.</p> <p>On May 9th of 2022 the Environment Commission reviewed the proposed contract and the analysis from Foth. The Commission approved of the contract and requested staff to ask Tennis to reduce the 2023 increase from \$4.50 per unit per month. Staff requested this of Tennis and they agreed to a reduced rate in 2023 of \$4.25.</p> <p>Foth, a contractor of Ramsey County, noted in a May 2022 report that Falcon Heights residents currently receive the lowest cost recycling in the region – even with the proposed contract increase.</p>
Budget Impact	We would need to adjust the fee schedule to reflect the billing change.
Attachment(s)	2023-2024 FH Extension Letter, Original Contract

Action(s) Requested	Staff would recommend the contract extension, authorize the City Administrator to execute all necessary documents and add the changes to the City Fee Schedule.
--------------------------------	---

TENNIS

SANITATION L.L.C. - ROLL OFF L.L.C.

651-459-1887



ST. PAUL PARK, MN

GREG & WILLIE TENNIS



July 6th, 2022

City of Falcon Heights
2077 Larpenteur Ave W
Falcon Heights, MN 55113

Contract Extension Agreement between City of Falcon Heights and Tennis Sanitation L.L.C.

Dear Falcon Heights,

Tennis Sanitation L.L.C. is requesting that the term of the Original Contract agreement be extended for the period of January 1st, 2023 through December 31, 2024. With an option for an additional 2 year extension upon mutual agreement for the years of 2025 and 2026. If Falcon Heights and Tennis Sanitation agree to extend the Original Contract, it will begin immediately upon the expiration of the 1st extension period which ends on December 31st, 2022.

This extension binds and benefits both parties and any successors, this document, including the Original Contract, is the entire agreement between Falcon Heights and Tennis Sanitation L.L.C.

Rates increases

2023 \$4.25

2024 \$4.75

Tennis Sanitation, LLC

City of Falcon Heights

BY _____

By: _____

Date: _____

Date: _____

**SINGLE STREAM RECYCLING
COLLECTION AGREEMENT**

AGREEMENT dated Dec. 28, 2015, by and between the CITY OF FALCON HEIGHTS, a Minnesota municipal corporation ("City"), and Tennis Sanitation, LLC, a Minnesota Limited Liability Company (the "Contractor").

RECITALS

- A. The Contractor desires to provide single stream recycling collection to the residents of the City of Falcon Heights.
- B. The City desires to provide these services for the health, safety, and welfare of its residents.

**NOW, THEREFORE, IN CONSIDERATION OF THEIR MUTUAL COVENANTS,
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 verbatim and in full herein:
 - A. This Agreement
 - B. Request for Proposals (RFP) for Recycling Services **August 3, 2015**
 - C. **TENNIS SANITATION, LLC** Proposal for the **City of Falcon Heights, MN** for Recycling Collection Services including Appendix A-K, inclusive.

In the event of a 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 "C" having the last priority.

- 2. **OBLIGATIONS OF THE CONTRACTOR.** The Contractor shall provide the goods, services, and perform the work in accordance with the Contract Documents.
- 3. **DEFINITIONS.**
 - A. City Facility Means City Hall.

B. Missed Collection: Means the failure of the Contractor to provide recycling collection service to a RDU, MUD, the City Facility, or designated Community Event during collection hours on the scheduled collection day.

C. Multi-Unit Dwelling (MUD): Means a building containing more than four (4) dwelling units.

D. Recycling Materials or Recyclables: Means all items of refuse designated by the Ramsey County Environmental Services to be part of an authorized recycling program and which are intended for transportation, processing, and re-manufacturing or reuse and include the following:

Textiles:

- Clothes
- Shoes and Boots

Paper and Corrugate:

- Egg cartons, Milk cartons
- Corrugated Cardboard – (No collapsing of cardboards will be required)
- News and Office Papers
- Magazines, Junk Mail, and Paper Food Boxes
- Coated Magazines and Catalogs
- Phone Books, Paper Backs, TV Guides, Comic Books, Readers Digest Covers, Flyers and Brown Paper
- The 4 C's: Cereal, Cake Mix, Chip and Cracker Boxes
- Pop, Beer, and Tissue Boxes

Plastic #1 through #7:

Glass:

- All Food, Beverage, and Jam Glass Bottles (Clear, Brown, and Green)

Metals:

- Scrap Metal in Household quantities (Silverware, Hangers, Pots, Pans, Etc.)
- All Food and Beverage cans and other cans that are Steel (Tin, Aluminum, Bi-metal)

Other:

- Other materials agreed upon by the City and Contractor

E. Residential Dwelling Unit (RDU): A building containing up to four (4) dwelling units.

F. Single Stream Recycling Collection Service: Residents will be instructed to commingle all recyclable materials in one container that will be picked up weekly by Contractor. Contractor will pick up all recyclable material placed in and next to recycling containers.

4. CONTRACTOR'S COLLECTION REQUIREMENTS.

A. Recycling Collection Program. The Contractor shall collect recyclable materials from all residential dwelling units, multi-unit dwellings, and the City Facility weekly, using a single stream collection service.

B. Multi-Unit Dwelling (MUD) Collection Requirements. In addition to the other requirements set forth herein applicable to all recycling, the following additional collection requirements are for MUD Recycling Services only and do not pertain to residential dwelling unit Collection services.

1. MUD Recycling Stations. MUD Recycling Stations will be specified with agreement of the MUD building owner and the Contractor on a case-by-case basis. MUD Recycling Stations will likely be a cluster of recycling carts and/or recycling dumpsters. The number and location of MUD Recycling Stations shall be adequate and to be reasonably convenient and accessible to all MUD residents. MUD Recycling Stations shall be located on the MUD premises which permits access to the MUD Recycling Containers for Collection purposes, but which does not obstruct pedestrian or vehicular traffic and shall comply with the City's zoning and other ordinances.

2. MUD Services Standards. MUD recyclables Collection services shall be available on the premises and shall be provided on a regularly scheduled basis of at least once per week. The Collection schedule and recycling containers' capacity shall provide for regular removal of the recyclables such that there is adequate storage capacity available in the recycling containers to avoid overflowing containers.

3. MUD Recycling Container Requirements. The recycling shall be:

- a. Sufficient in number and size to meet the demands for recycling services created by the occupants.
- b. Equipped with hinged lids.
- c. Equipped with standardized labels identifying the type of recyclable material to be deposited in each container including graphical examples.
- d. Colored differently from other containers used for garbage Collection.
- e. Maintained in proper operating condition and reasonably clean and sanitary.
- f. Repaired or replaced on a reasonable schedule if stolen or broken.

C. Recycling and Trash Collection at City Hall. The Contractor will provide dumpster service for trash and recycling at City Hall located at 2077 W. Larpenteur, Falcon Heights, MN 55113.

D. Collection Hours and Days. Collections must begin no sooner than 7 a.m. and shall be complete by 7 p.m. on scheduled collection days. The Contractor may request City authorization of exceptions to these time restrictions. The Contractor must request

such exception from the City's Designated Contact Person via telephone or email, prior to the requested Collection event and specify the date, time and reason for the exception.

E. Holidays. Collection of recycling materials is prohibited on holidays. Holidays refers to any of the following: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and any other holidays mutually agreed to by the City and Contractor. In no instance will there be more than one holiday during a Collection week. When the scheduled collection day falls on a holiday, collection for that day will be collected one day later. The Contractor shall publish a yearly calendar including alternate Collection days, with assistance from the City.

F. Weighing of Loads and Reporting Requirements. The Contractor will keep accurate records consisting of an approved weight slip with the date, time, collection route, driver's identification, vehicle number, rate and gross weight, net weight and number of route stops for each loaded vehicle. A detailed monthly report shall be provided to the City that identifies total tonnage activity by commodity. This report should include all curbside and municipal recycling activity.

G. Recycle Cart Purchase and Delivery. The Contractor agrees to, at its expense to deliver, service, repair, and maintain sufficient cart inventory to meet supply and demand needs for the City of Falcon Heights recycling.

1. The Contractor shall initially deliver one 65-gallon wheeled cart to each residential dwelling and have a sufficient inventory of 30-gallon and 90-gallon carts available for delivery and switch-out with the 65-gallon carts per resident/customer request. The standard 65-gallon cart shall be approximately 26" X 26" X 41" in dimension, and be smooth for ease in cleaning. The cart shall be uniform and consistent in color and approved instruction label imbedded into each lid, so as to be easily identified by the resident/customer and the Contractor driver as the container for recyclable materials.

2. The Contractor shall provide for use for multiple family dwellings (MUD) and the City Facility, suitable carts, bins, dumpsters or other receptacle for temporary storage and aggregation of designated recyclables. Such recycling containers must be separate, explicitly labeled as to recyclables included, and colored differently from other containers for mixed solid waste or trash.

H. Recycling Cart Maintenance/Replacement. The driver is required to report to the Contractor the location of any cart that is damaged. The Contractor is required to notify the Recycling Coordinator by fax/email of any driver report of cart damage. The Recycling Coordinator will notify the Contractor by fax/email of any cart damage or request for change of cart size that is reported/requested by customers/residents. Any damaged cart or cart request will be repaired or replaced by the Contractor within two (2) weeks of the report.

I. Point of Collection. Most residential recycling collection will occur at the same location from where the regular refuse is collected, generally the alleys where they exist

and street curbside in other areas. Carts shall be placed with the handle toward the house and lid opening toward the street or alley. The driver is required to place the emptied cart back/down in the same location as set by resident.

J. Ownership of Recyclable Materials. All recyclable materials for collection shall remain the responsibility and in the ownership of the occupant of the resident or municipal location until handled for collection by the Contractor. At the point of collection the recyclable materials become the property of the Contractor. Any person or persons taking recyclable materials from a curbside container without explicit permission of the resident or municipality will be in violation of local ordinance and subject to penalty. The Contractor shall report to the Recycling Coordinator any instances of suspected scavenging or unauthorized removal of recyclable materials from any collection container.

K. Route Management and Customer Service. The Contractor shall, at all times, provide the City's Recycling Coordinator with a lead route/driver supervisor who is accessible to the Contractor dispatch department via two way communications and to the Recycling Coordinator to handle route and collection issues in a timely fashion. The Contractor shall have on duty Monday through Friday from 8:00a.m. to 4:30p.m. A dispatch customer service representative to receive customer calls and route issues. The Contractor shall provide a 24 hour answering service line or device to receive customer calls. The Route Supervisor and all collection vehicles must be equipped with 2-way communication devices.

L. Procedure for Unacceptable Materials, Materials Outside Cart and Unreachable Carts. If the Contractor determines that a resident has set out unacceptable recyclable materials, left recyclable materials outside of the cart, or has positioned the cart so that it is unreachable with the mechanical arm, the Contractor shall use the following procedures:

1. The Contractor shall collect all the recyclable materials and leave an "education tag" provided by the Contractor attached to the handle of the recycling container indicating acceptable materials, the proper method of preparation and the proper placement of the cart.
2. The driver shall record the address and report the addresses to the Contractor dispatcher, who will notify the City's Recycling Coordinator of the addresses no later than noon the following day.

M. Procedure for Complaints-Questions-Missed Collections. A complaint of service or missed collection is a complaint received by the Contractor from either the customer or the Administration Office. If the report is for a missed stop and is received by the Contractor before 11:00 a.m. on a scheduled working day, the Contractor is required to return to the complaint address and complete the collection. If the report is registered after 11:00 a.m. on a scheduled working day, the Contractor is required to return to the complaint address by 12:00 noon the following working day.

N. Clean up Responsibilities. The Contractor shall adequately clean up any recyclable material spilled or blown during the course of collection and/or hauling operations. All collection vehicles shall be equipped with at least one broom and one shovel for use in cleaning up material spillage. The Contractor shall have no responsibility to remove or clean up any items which are not recyclable materials.

O. Non-Completion of Collection and Extension of Collection Hours. The Contractor shall inform the City of the areas not completed, the reason for non-completion, and the expected time of completion.

P. Vehicle Requirements:

1. The Contractor must obtain all pertinent licenses from the Federal, State and County and City governments. An annual report/update on licensing shall be submitted. The Contractor shall provide proof of current licensing and current MnDOT vehicle inspection reports upon request by the City, and on an annual basis.

2. All vehicles must be maintained in proper working condition and available for inspection by the City or County. The Contractor shall supply the City with copies of annual inspections on all vehicles per MnDOT requirements.

3. Vehicles should be equipped with a two-way radio or phone, warning flashers and signs, backup alarms, a first aid kit and a broom and shovel for spills, and the contractor's name and phone number prominently displayed on both sides of the vehicle.

4. Recycling vehicles must be designated for recyclables collection only. All such vehicles must be clearly signed on both sides as recycling collection vehicles.

5. Vehicles must be kept in good operating condition, comply with all State inspection requirements, and be kept neat in appearance. Generally this shall mean washed and painted regularly.

6. In the event that a vehicle other than the type specified in the proposal is to be used, the contractor is required to notify the City as soon as possible prior to collection.

Q. Collection Vehicle Equipment Requirements. Each collection vehicle shall be equipped with the following:

1. A two way communication system.
2. A first aid kit.
3. An approved 2A10BC dry chemical fire extinguisher.
4. Warning flashers.
5. Overhead strobe light.
6. "Reverse" audio warning alarm to indicate movement in reverse.

7. Signs on the rear of the vehicle which state "This Vehicle Makes Frequent Stops."
8. A rear mounted video camera and cab monitor/screen to view operations occurring at the rear of the vehicle.
9. Hazard flares and cones.
10. A broom and a shovel for cleaning up spills.
11. "Absorb" pillows or dry product adequate to absorb/contain any oil/liquid spill from collection vehicle.

All required equipment must be in proper working order at all times. All vehicles must be maintained in proper working order and be clean and free from odor as much as possible. All collection vehicles shall be uniformly painted and the paint shall be in good condition. The Contractor's name shall be clearly visible from all sides of the vehicle, along with the Contractor's phone number, the Recycling symbol, and the vehicle ID number.

R. Driver Duties and Responsibilities. The Contractor shall be responsible for ensuring that there is sufficient personnel and equipment to fulfill the requirements and specifications of this contract, and that all personnel are trained both in program operations and in customer service and insure that all personnel maintain a positive attitude with the public and in the work place and shall:

1. Conduct themselves at all times in a courteous manner and use no abusive or foul language.
2. Be clean and presentable in appearance, as so far as possible.
3. Wear a uniform and employee identification badge or name tag.
4. Drive in a safe and considerate manner.
5. Manage carts in a careful manner, setting them back in place so as to avoid spillage and littering or damage to container.
6. Perform their work in a neat and quiet manner, monitor for any spillage and be responsible for cleaning up any litter or breakage spilled in collection and hauling operations.
7. Record all addresses that could not be collected and reasons, turn list into dispatch at end of each collection day and copies sent to Recycling Coordinator.
8. Collect and transport recyclable materials according to all existing laws and ordinances, and future amendments thereto, of the State of Minnesota and local governing bodies.
9. Report all damage to property.

5. CONTRACT LENGTH. This contract shall commence January 1, 2016 and shall be for three (3) years ending December 31, 2018. By mutual written agreement of the Parties this Agreement may be extended for a period not to exceed two (2), two (2) year extensions to be negotiated at the end of the second year, subject to such amendments as the parties may agree upon.

6. RATE. The City will pay the Contractor and the Contractor will accept as payment for all services and goods rendered under the Contract Documents \$3.00 per residential dwelling unit and multi-unit dwelling unit per month. There shall be no charge for the City Facility collection. The rate is not subject to annual adjustments.

7. PAYMENT. The City will pay the contractor within thirty (30) of receipts of a properly itemized invoice.

8. PROMPT PAYMENT TO SUBCONTRACTORS. Pursuant to Minn. Stat. § 471.25, Subd. 4a, the Contractor must pay any subcontractor within ten (10) days of the Contractor's receipt of payment from the City for undisputed services provided by the subcontractor. The Contractor must pay interest of 1 1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100.00 or more is \$10.00. For any unpaid balance of less than \$100.00, the Contractor shall pay the actual penalty due to the subcontractor.

9. PENALTY CLAUSE. The City shall impose a \$100.00 per day penalty for violations in the terms of the agreement. The City shall inform the Contractor of the violation and allow the Contractor one working day to correct the violation. If the violation is not resolved to the satisfaction of the City, the penalty shall be subtracted from the City's monthly payment.

10. DEFAULT. Any of the following occurrences, conditions, or acts shall be deemed a "Default" under this Agreement:

A. If either party fails to observe or perform its obligations under this Agreement and does not cure such failure within ten (10) days from its receipt of written notice of breach without, however, limiting any other rights available to parties pursuant to any other provisions of this Agreement.

B. Except as expressly limited hereby, City and Contractor shall have such remedies for the default of the other party hereto as may be provided at law or equity following written notice of such default and failure to cure the same within ten (10) days.

11. TERMINATION. Except as otherwise provided herein, this Agreement may be terminated without any penalty or further liability as follows:

- A.** Upon ten (10) days written notice in the event of a default (as defined above);
- B.** Upon ninety (90) days written notice by Contractor, if Contractor is unable to obtain or maintain any license, permit or other governmental approval necessary to the operation of the Contractor's business;
- C.** Upon ninety (90) days written notice by City if it determines that Contractor has failed to comply with applicable ordinances, or state or federal law, or any conditions attached to governmental approvals granted thereunder, after a public hearing before the City's Council.

12. TAXES. Contractor shall pay any taxes, of any nature, due, owing or levied in association with its services pursuant to this Agreement.

13. INSURANCE. Insurance secured by the Contractor shall be issued by insurance companies acceptable to the City and admitted in Minnesota. The Contractor shall maintain insurance in the amounts shown below during the entire term of the project. The City shall be named as an additional insured on the comprehensive general liability policy and certificates of said insurance shall be provided to the City before any work on this project may commence. The Contractor shall not allow any subcontractor to commence work until all insurance has been obtained and copies have been filed and accepted by the City. All policies shall provide that the coverage may not be terminated or changed by the insurer except upon 30 days written notice to the City Administrator.

None of the insurance policies shall contain any provisions for exclusions from liability other than those provisions for exclusion from liability which form part of the standard basic unamended and unendorsed form of a policy, except that no exclusion shall be permitted if it conflicts with a coverage expressly required in this Agreement, and in addition, no policy shall contain any exclusion from bodily injury to, or sickness, disease, or death of any coverage under the contractual liability endorsement of the liability of the Contractor under this Agreement.

The Contractor and its sub-contractors shall secure and maintain the following insurance:

Workers Compensation Insurance

Workers Compensation insurance shall meet the statutory obligations with Coverage B- Employers Liability limits of at least \$100,000 each accident, \$500,000 disease - policy limit and \$100,000 disease each employee.

Commercial General Liability Insurance

Commercial General Liability insurance shall be at the limits of at least \$2,000,000 general aggregate, \$2,000,000 personal and advertising injury, \$2,000,000 each

occurrence, \$50,000 fire damage and \$1,000 medical expense any one person. The policy shall be on an "occurrence" basis, shall include contractual liability coverage and the City shall be named an additional insured. This insurance shall include up to \$10,000 expenses to extract pollutants from land or water at the "premises" if the discharge, dispersal, seepage, migration, release, escape or emission of the pollutants is caused by or results from a covered cause of loss.

Commercial Automobile Liability Insurance

Commercial Automobile Liability insurance covering all owned, non-owned and hired automobiles with limits of at least \$1,000,000 per accident. This insurance shall include a cause of loss where there is a spill of fuels and lubricants used in the vehicle for its operation.

Environmental Liability Insurance

The Contractor agrees that they shall obtain and maintain environmental liability insurance in compliance with local, state and federal regulations for all matters related to in this recycling services agreement. Contractor shall add the City as an additional insured under said insurance policy(s). The policy coverage shall include Environmental Impairment Liability. Contractor shall provide the City with appropriate documentation of said environmental liability insurance for verification upon written request from the City. The Contractor further indemnifies the City, its employees, agents and licensees from all liability related to hazardous contamination/pollution resulting from the acts of the Contractor, its employees or agents.

14. PERFORMANCE AND PAYMENT BOND. Within fifteen (15) calendar days after the execution of this agreement and before any work or services are rendered, the Contractor shall furnish the City a performance bond and a payment bond, pursuant to Minnesota Statutes §574.26, each in the amount of \$40,000.

15. INDEMNIFICATION. Contractor agrees to defend, indemnify and hold harmless City and its elected officials, officers, employees, agents, and representatives, from and against any and all claims, costs, losses, expenses, demands, actions, or causes of action, including reasonable attorneys' fees and other costs and expenses of litigation, which may be asserted against or incurred by City or for which City may be liable in the performance of this Agreement, except those which arise solely from the negligence, willful misconduct, or other fault of City. Contractor shall defend the City against all claims arising out of the performance of this Agreement.

16. NOTICES. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or sent by overnight carrier to the following addresses:

If to City, to: City of Falcon Heights
2077 W. Larpenteur Avenue
Falcon Heights, MN 55113
(651) 792-7600

If to Contractor, to: Tennis Sanitation, LLC
720 4th Street
St. Louis Park, MN 55071

17. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

18. MISCELLANEOUS.

A. If the City is a prevailing party in any litigation arising hereunder the City shall be entitled to its reasonable attorneys' fees and court costs, including appeals, if any.

B. The Agreement constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations, and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to this Agreement must be in writing and executed by both parties.

C. This Agreement shall be construed in accordance with the laws of the State of Minnesota. Venue of any action shall be in the Ramsey County.

D. If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall remain in full force and effect.

E. Nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the Contractor as the agent, representative or employee of the City for any purpose or in any manner whatsoever. The Contractor is to be and shall remain an independent contractor with respect to all services performed under this contract. Any and all personnel of the Contractor or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against the Contractor, its officers, agents, contractors or employees shall in no way be the responsibility of the City; and the Contractor shall defend, indemnify and hold the City, its officers, agents and employees harmless from any and all such claims regardless of any determination of any pertinent tribunal, agency, board, commission or court. Such personnel or other persons shall not require nor be entitled to any compensation, rights

or benefits of any kind whatsoever from the City, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Compensation, disability, severance pay and PERA.

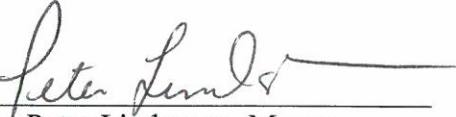
F. Neither party shall assign the executed contract, or any interest arising therein, without the written consent of the other party.

G. No claim for services furnished by the Contractor not specifically provided for herein shall be honored by the City. This includes but is not limited to the cost to transfer materials collected to a disposal site.


H. Data Practices. Contractor their officers, agents, owners, partners, employees, volunteers and subcontractors shall abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 (MGDPA), and all other applicable state and federal laws, rules, regulations and orders relating to data privacy or confidentiality, and as any of the same may be amended. If Contractor creates, collects, receives, stores, use, maintains or disseminates data because it performs functions of the City pursuant to this Agreement, then Contractor must comply with the requirements of the MGDPA as if it was a government entity, and may be held liable under the MGDPA for noncompliance. Contractor agrees to defend, indemnify and hold harmless the City, its officials, officers, agents, employees, and volunteers from any claims resulting from Contractor's officers', agents', owners', partners', employees', volunteers', assignees' or subcontractors' unlawful disclosure and/or use of such protected data, or other noncompliance with the requirements of this section. Contractor agrees to promptly notify the City if it becomes aware of any potential claims, or facts giving rise to such, under the MGDPA. The terms of this section shall survive the cancellation or termination of this Agreement.

SIGNED BY THE PARTIES ON THE EXECUTION DATE SPECIFIED ON PAGE 1.

CITY:
CITY OF FALCON HEIGHTS

BY: 
Peter Lindstrom, Mayor

CONTRACTOR:
TENNIS SANITATION, LLC

BY: 
Its: GM

AND 
Sack Thongvanh, City Administrator

BLANK PAGE