

CITY OF FALCON HEIGHTS
Regular Meeting of the City Council
City Hall
2077 West Larpenteur Avenue
AGENDA
January 25, 2023 at 7:00 P.M.

A. CALL TO ORDER:

B. ROLL CALL: GUSTAFSON LEEHY MEYER

WASSENBERG WEHYEE

STAFF PRESENT: LINEHAN

C. APPROVAL OF AGENDA

D. PRESENTATION

E. APPROVAL OF MINUTES:

1. January 4, 2023 City Council Workshop Meeting Minutes
2. January 11, 2023 City Council Regular Meeting Minutes

Leehy 4-0

F. PUBLIC HEARINGS:

1. 2023 Fee Schedule Ordinance

7:05 - 7:13 P.M. Leehy 4-0
Wassenberg 4-0
Leehy 4-0

G. CONSENT AGENDA:

1. General Disbursements through: 1/18/23 \$122,269.09
Payroll through: 1/15/23 \$21,359.98
Wire Payments through: 1/15/23 \$14,950.39
2. City License(s)
3. Charitable Gambling License - Falcon Heights Elementary PTA
4. 2023 Data Practices Officials
5. 2023 Pay Equity Report
6. Resignation of Shaun Curtin from Parks and Recreation Commission
7. Appointment of Paula Mielke to the Parks and Recreation Commission
8. Appointment of Eric Brenton to the Parks and Recreation Commission
9. DEED Subgrant Payment
10. Contract with Landform for ALTA Survey of Community Park
11. Delegated Contract Process (DCP) Agreement with MNDOT for Federal Funds

Wassenberg
4-0

5-0

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:

Wassenberg / Leehy 5-0

BLANK PAGE

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

MINUTES
January 4, 2023
6:30 P.M.

- A. CALL TO ORDER: 6:42 p.m.
- B. ROLL CALL: GUSTAFSON__X__ LEEHY_X__
MEYER__X__ WASSENBERG_X__ WEHYEE_X__

STAFF PRESENT: LINEHAN_X__ SORENSEN_X__

- C. POLICY ITEMS:
1. Police Services Contract Consultant – Deliverable #1 Review

Jack Linehan, the City Administrator, states that on September 28th, the City Council approved a contract with The Center for Values-Based Initiatives (CVBI) to conduct a three-part analysis of the services and satisfaction with the law enforcement services provided by the Ramsey County Sheriff's Office (RCSO). To start this process, CVBI President Matt Bostrom conducted three focus groups from November 28th – December 1st at City Hall. The focus groups were open to any interested Falcon Heights residents and were widely publicized. In total, 16 participants provided feedback on the services provided by the RCSO and shared what they believe the characteristics of the officers patrolling Falcon Heights should be. Matt will present the findings of the focus group, and seek additional feedback from the City Council before Deliverable #1 is finalized. In addition, if Council Members want to set up one-on-ones with Matt, let Linehan know so that he can set it up.

Matt Bostrom, President of the Center for Values-Based Initiatives introduces himself, thanks the City Council and believes what they are doing is good governance. Bostrom also states that there are a lot of patterns within the answers that the residents gave.

Council Member Wehyee asks what the process is in how you got these characteristics.

Bostrom says that he didn't define these characteristics, just organized them. There is a remarkable pattern with residents in Falcon heights that he hasn't seen anywhere else. Also, that there was a good distribution characteristic. Every group talked about a spectrum of balance which is what you want. In addition, Bostrom explains this is a rubric that can be used for hiring someone based on those characteristics.

Council Member Wassenberg asks if it is common to select individual officers.

Bostrom states it's not that's it uncommon; most cities just don't think of it.

Linehan mentions that, with the Sheriff's Office, he has broached this, but they have such low staffing currently. The Sheriff's Office currently does not have flexibility for the City to choose certain Officers.

Bostrom states that what you have here is a rubric for any public staff member, not just police officers.

Council Member Leehy says that the City should be you using these questions even for commissioners.

Council Member Wassenberg asks how do these themes correlate with these attributes?

Bostrom says the values are easier to understand and to hire from than themes.

Council Member Wehyee asks how do you distinguish between themes and values because I view them both as big picture concepts.

Bostrom states these are the types of things that you discern from a conversation and from their background.

Bostrom: my objective here is to outline the next steps in the project.

Linehan says this is the first of three phases. Talk about participation 16 responses. One thing we can consider if we add things in to this report and bring for review to the community.

Mayor Gustafson states what this will do in an RFP for police services is say these are the City's values and what the City is looking for in a public servant.

Bostrom says that he believes that all of the City Council should review these themes and values and add this document so it is a shared document between the residents and the City Council.

Council Member Wassenberg asks if the City Council could see other cities' RFPs.

Linehan says yes, they are public record. However, most cities in our area have forever contracts either with their department or with the county. In addition, Staff can also use GIS and randomly select residents for a survey to get a better representation from the community.

2. Prosecuting Attorney RFP

Linehan states for the past twenty years or more, the City has utilized the legal services of City Prosecutor, Katrina Joseph, now of HJ Law. As the contract had not been bid in many years, the City Council approved releasing an RFP for prosecuting attorney services on November 9th. The RFP was published on November 14th, and

closed on December 14th. In total, the City received one proposal from a qualified firm – Kelly & Lemmons. HJ Law was invited to submit a proposal, but the City did not receive a response from the incumbent. Kelly & Lemmons is an experienced firm that provides prosecuting attorney services for seven Minnesota cities, including most of the contract cities of the Ramsey County Sheriff's Office. These cities include: Little Canada (since 2008), North Oaks (since 2011), Shoreview (since 2012), Arden Hills (since 2012). It is proposed that Joseph Kelly serve as the City's Prosecutor. Mr. Kelly is well regarded among cities and the Sheriff's Office as an effective prosecutor. The City Council is asked to review the RFP and provide guidance on whether to approve a contract with Kelly & Lemmons, or whether to reject all proposals and continue with our current prosecutor.

The City Council agreed unanimously to include the item on the following agenda for consideration.

3. Climate Emergency Resolution

Linehan states many cities around the state have adopted Climate Action Plans addressing the pressing issues of climate change. At the July 6th Workshop, the City Council directed the Environment Commission to revise the Climate Emergency Resolution. Specifically, it was requested to include: an acknowledgement of the City's ongoing efforts and leadership in the area of climate commitment and not commit the City to completing a Climate Action Plan, but to explore it. This was requested due to the unknown costs of a Climate Action Plan. The Environment Commission reviewed the feedback at their October meeting, and approved the attached resolution at their November meeting. If the resolution is agreeable to the City Council, it will be included on the January 11th City Council agenda.

Council Member Meyer states that as the Council goes forward working on an action plan, Council Member Meyer wants keep in mind that the cost of energy has increased and wants to continue to help lower income residents with energy costs.

Council Member Leehy states that she wants stay clear of mandates. Also, Council Leehy would like to make some changes to the wording.

Council Member Wehyee says that he thinks something is lost by changing the wording.

Council Member Leehy states that she is okay with losing that. Council Member Leehy has been opposed to using climate emergency since the beginning.

Council Meyer says that he wishes the Council could react to it with using words that create alarmism and is split on keeping this language.

Council Member Leehy states that she can't vote for something that says we are in a climate emergency. Leehy states that she is all for resiliency and the environment.

Mayor Gustafson makes suggestions to the wording that everyone is in concurrence with.

4. 2023 Fee Schedule


Linehan states that the City historically has approved the fee schedule as a resolution. However, it should be an ordinance. The City has not changed its fee schedule for building permit fees since 2004. The City is updating the fees to what the State of Minnesota adopted.

Council Member Wehyee asks whether the Council approve the fee schedule and the ordinance together or separate?

Linehan says that it will have to be separate.

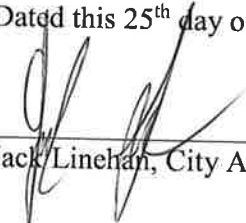
D. ADJOURNMENT: 9:42 p.m.

Mayor



Randall C. Gustafson, Mayor

Dated this 25th day of January, 2023



Jack Linehan, City Administrator

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.

BLANK PAGE

CITY OF FALCON HEIGHTS
Regular Meeting of the City Council
City Hall
2077 West Larpenteur Avenue
MINUTES
January 11, 2023 at 7:00 P.M.

A. CALL TO ORDER: 7:02 p.m.

B. ROLL CALL: GUSTAFSON__X__ LEEHY_X__ MEYER_X__

WASSENBERG __X__ WEHYEE_A__

STAFF PRESENT: LINEHAN__X__

C. APPROVAL OF AGENDA

The City Council approves the
agenda; approved 4-0

D. PRESENTATION

E. APPROVAL OF MINUTES:

1. December 28, 2022 City Council Regular Meeting Minutes

Council Member Meyer motions to
approve the minutes; approved 4-0

F. PUBLIC HEARINGS:

1. Idaho-Iowa Alleyway Improvement Project 21-03

Stephanie Smith, the City Engineer, states that she will be doing a quick presentation about the improvements that are being considered the Idaho-Iowa alleyways.

Alleyway Improvement Project Overview

City Staff brought forth a feasibility report back in 2021, but it was deemed that with the time constraints and with trying to fit it in for that construction season, that the project would be held back to bring it forth to the Council later, once Staff had more time to work on the design. Staff would like to bring this to consideration, that, if approved, would go forth this summer with the pavement management project, as well to be a part of a larger construction project. The area where this project is taking place is the alleyway between Arona Avenue and Pascal Street which serves parcels on Idaho Avenue and Iowa Avenue.

Idaho-Iowa Alleyway Improvement Project 21-03

The needs for the project include a drainage issue that had been reported by the residents who live off of the alleyway. They have reported and Staff have also seen ponding at Pascal Street that is causing icing during the winter and creates a freeze/thaw condition that's really causing the ice to get into the pavement and break it up. A petition for improvement in this area was received with 52% of property owners. Smith notes the petition was received prior to any staff cost estimates and Staff is unaware whether the assessment policy was known by the petitioners. The City's assessment policy for alleyways is that 90% of the cost of alleyways is assessed against benefiting

parcels. The drainage improvements would include adjusting the existing east catch basin elevation to make sure that it can receive the drainage waters, regrading the alleyway so that it will get good grades and then installing a new catch basin and connecting to the storm sewer at Pascal Street and Idaho Avenue. The surface improvements for the alleyway would include milling the existing pavement surface and then overlaying it with new pavement.

Pascal Storm Improvements

The storm improvements that are proposed as part of this project includes storm improvements on Pascal. Because this project would be regrading the alleyway to direct more of the water towards Pascal and picking up some additional water with a catch basin, then Staff would also propose to do some improvements on Pascal to take that storm water by putting it in an additional catch basin on Pascal and then putting in a 15-inch perforated drain pipe to transport that to the existing storm sewer that's located at Idaho and Pascal. The estimated cost would be \$36,000 for the improvement of that area and would help to move the water off of the alleyway to prevent icing during the freeze/ thaw also on Pascal Street.

Cost Estimates and Funding

Cost estimates and funding for the proposal is the estimated cost for the alleyway improvements would be \$89,000 and the proposed costs for improvements on Pascal storm water would be \$36,000 and the funding for these improvements would be the alleyway improvements would have that split between assessments versus street funds. So, 90% of the cost would be assessed to the benefiting parcels for a total of \$80,100 of assessments and then the street fund would be contributing \$8,900. The storm sewer fund would be covering the cost of Pascal Street storm water improvements which would be \$36,000.

Assessment Policy - Alleyways

The breakdown of costs would be done by front footage on the alleyway so assessments would be calculated based on how many feet of alley each parcel is adjacent to. So, the per footage cost would be \$66.31/foot

Assessments - Payment Options

The assessment hearing is planned for fall 2023 after the improvements are completed and at that time residents would have the opportunity to pay part of the assessment or to pay all of it up front and that would be interest free within the first 30 days after the assessment. Residents would also have the opportunity to add the assessment to property taxes. The length of the payment period and interest rate will be set by City Council during the assessment hearing. Typically, it would be 5 years with an interest rate of 2% over the current rate of return on the City's portfolio. The first payment would be due in 2024 with property taxes. There is also the option of hardship deferrals for residents if it is a homesteaded property, residents are aged 65 or older, or retired by virtue of a disability, and can show that payment would be a hardship. The assessment will accrue interest on the property and applications for hardship deferrals are available at City Hall.

Proposed Project Schedule

January 11, 2023 - Public Hearing, Order Improvements
February 2023 - Approve Plans and Spec, Authorize Ad for Bids
February/March 2023 - Open Bids
March 2023 - Award Construction
Summer 2023 - Construction
Fall 2023 - Assessment Hearing

Actions Requested

Moving forward Staff asks the Council to hold the public hearing and to consider the resolution to order improvements.

Council Member Wassenberg asks if the mill and overlay is for the full length of the alleyway.

Smith says yes, that is correct.

Council Member Wassenberg says so there is benefit to directly behind each of the houses. Council Member Wassenberg asks do you know when the last mill and overlay was done on that alleyway or how often are they done?

Jack Linehan, the City Administrator, states that residents probably would know better, but his understanding, from looking through records, is the 1990s.

Council Member Wassenberg says so it may be due; it's not like it just has a mill and overlay three years ago or something like that.

Linehan states no, it has been a long time since the city has done any work on the alleys.

Smith says there is not currently a plan for improvement of the alleyways.

Council Member Leehy asks in regards to the hardship deferral does that go out in the letter communicated to each of the residents impacted by this so its easy access for them to find this information.

Smith believes that they have previously, but if they haven't previously, they can certainly start doing that moving forward.

Council Member Leehy asks in regards to the open bids, will that be taking place at the same time as the bids for other street work that is happening this spring and summer?

Smith states yes, staff would like to do that because it allows the opportunity to be included in a larger project making it more attractive to contractors and hopefully getting lower pricing.

Council Member Meyer is curious about the 90/10 split for financing this project. Council Member Meyer is wondering if this the standard for alleyway projects like this or what the precedent is for that.

Linehan says that the City has never instituted since the assessment policy was adopted in 2007. So, it's not one that the City has done. Looking at comparable communities, you have to look urban because the alley is kind of an urban design. Most communities do something similar. It's either 90/10 split or it's 100% just because they don't see that the alley has a public service beyond the alleyway area. Besides trash collection and others, there really isn't a lot of through traffic or other use outside of the adjacent properties of the alleyway.

Council Member Meyer expects that with the bid process there will be an important condition that this work is completed before the State Fair.

Smith says yes, Staff are including language about the State Fair scheduling in bids for Falcon Heights projects.

Mayor Gustafson opens the public hearing regarding the Idaho-Iowa Alleyway Improvement Project and invites those that are here to step up to the podium.

Paul Eberhard from 1497 Iowa states that for a while he thought he had been voted the neighborhood representative, but he sees that he has some company. Eberhard wants to make a few comments from his perspective. Eberhard admits to being a part of the 52% that supported the petition a couple of years ago when it was brought to his attention. But, what was brought to Eberhard's attention at the time was the issue at the end of the Pascal alley as being extremely dangerous. One of the neighbors up there saw a someone take a very hard fall. It turned out okay, but that's kind of alerted him to the issue. Eberhard knows there was a video meeting a year and half ago in June and Eberhard got a letter about that and the assessed cost, at least in his letter, was \$1,600 and some dollars. Eberhard knew that a feasibility study had been approved and Eberhard just recently got a letter in December saying his cost is \$3,300 some dollars. More than double what it was a year and a half ago. That's one of Eberhard's questions, the doubling of the cost. Also, in some of the information that Eberhard has read, it stated that, or at least appeared this way to Eberhard, that the mill and overlay was the primary reason for this job. And as an option, was to correct the problem at Pascal. Eberhard claims it is the other way around; that the reason for this project should be to fix the problem at the Pascal end of the alley and secondarily, maybe do a mill and overlay of the entire alley. Last summer, the City did some patch work on that alley which in Eberhard's mind worked very fine and if that's done every few years, Eberhard would be happy. Now, the only caveat on that is it hasn't gone through a spring yet, which the thawing and freezing is the hardest on that patch work, but Eberhard questions that the primary objective should be fixing the problem at Pascal and the east end of the alley and maybe forgoing the rest of the project for a later date when more alleys are being done. Eberhard thinks that was one of the comments in June of 2021 that they were going to try to combine this alley with other alley work and maybe have some cost savings as a result.

Steve Goers from 1488 Idaho states that there was a measurement of support and that he was probably a non-responder and apologizes for that. Personally, Goers wholeheartedly echoes Paul's concern. Goers' additional comment being that they are in this thing for the long haul. Goers moved to the City of Falcon Heights 15 years ago, right out of college, thinking that he would live here for a few years and flip a house and live his glory days. It turns out this a fantastic City and place. Goers loves the neighborhood. Goers says that somebody said once the only problem with the neighborhood is that the houses are just a little too small and the lots are just a little bit too small and that's the only problem. So, for Goers, going to Paul's concern around the Pascal stuff like water issues and drainage issues, other alleys in other cities have had major considerations sometimes done. In Minneapolis, alleys have had to have major upheavals to make sure that water issues are done. Goer knows that they have fought a long time with cities to make sure some of those flows issues and stuff like that were handled. This is nowhere near that complex; there is a lot of work already done on the flow and stuff like that from Curtiss Field. Solving a water issue where it stands and were it affects multiple houses, but literally every single person that drives up and down, that is a big thing; it immediately takes an alley, which is normally walkable the rest of the time, and makes it unsafe. So, for Goers if the City is going to spend, in this case the \$250,000 or whatever that rough number was, if it's that or if the City is spending \$500,000 to do it right, or again understanding why that cost doubled, but let's do it the right way. Let's get this water issue handled for the next 50 years. And again, if it is a matter of later on with some of the quality of the surface and stuff like that, let's fix that. But, let's fix foundational things and then the cosmetic stuff can be handled honestly over the top. Right now, the alley compared to many in St. Paul and Minneapolis is a glorious place. It is double the width. Goer doesn't want to say it is

fine and doesn't want to leave it untouched, but he does want make sure the City is solving things foundationally because he wants to be in the City of Falcon Heights for the 15 to 50 years.

Mayor Gustafson keeps the public hearing open so that Eberhard and Goers can respond to the Council and Staff. The Mayor also asks Stephanie if the pooling at Pascal was the main concern that came up the first time and can that problem be fixed without addressing the alley.

Smith says one of the items that Staff looked at, was there good enough grade to get that water to flow to a catch basin? City Engineers would have to change the grades on the alleyway. So, that involves new pavement for a significant portion of the alleyway; and, if the City is going to be in there to do a portion of the alleyway, then it also makes sense to give a new surface for the alleyway as a whole. That's how Staff looked at the project when they were putting it together. Staff understood the concerns of the residents that involved the drainage in the area and when we took a look at that issue, knowing that Staff would have to affect the pavement and would have to change the grade of the roadway, then it made sense to also include the mill and overlay as part of that. That's why it has been included.

Mayor Gustafson says, so in order to improve the problem at Pascal at the end of the alley there, Staff would have to address the alley itself in terms of its grading into Pascal. So, Staff would have to physically change the alley grading in order for the water to move properly.

Smith states yes and shows a picture of the proposed alleyway project. Smith points out the green squares and says that there are two existing catch basins that are on the alleyway. Then, you also can see to the east of that second catch basin, where there's pavement distresses... those dark spots. Those are pavement areas where it has been broken up and needed to be patched or fixed due to what's been described as the icing and the freeze/thaw situation. It looks like that area has been patched previously and so that is the area that Staff are trying to keep water from ponding. And, in order to do that, requires some change of the grading of the alleyway. Changing the alleyway grading actually would also start to send the water towards Pascal Street. which brings up this Pascal storm improvements. The storm improvements proposed for Pascal would be there to pick up additional water that the alleyway improvement would be sending towards Pascal and to make sure that has a good place to go, to get the water off of the alleyway and keep from going on to Pascal Street, and then also putting it into a perforated pipe, which is a pipe that has holes in it that allows the water to percolate into the soil.

Council Member Wassenberg asks would Staff basically crown the length of the alleyway sort of at the intersection /at the juncture of 1472 and 1468 and have some flow to the catch basin in the alleyway and have some flow to the new catch basin on Pascal. Is that the idea?

Smith says yes that is the idea.

Council Member Wassenberg says so in order to do that it does seem like the City needs to tear up over one third of the alleyway to just accomplish the water fix.

Council Member Leehy comments from what she is recalling when this came up quite some while ago is that other alleys in Northhome were investigated to see what repairs were needed and their need of repairs are years away versus this is more urgent. So, that

is why the Council did not want to wait until theirs are needed because it's that much farther down the road, where the City needs to solve this issue at Pascal on the east side.

Smith states that the other alleyways don't have a similar issue to this; that is correct. Staff did reach out to those neighborhoods to see if there was a resident interest in moving forward as a part of possibly doing just an alleyway-orientated project. So, a mailing was sent out to the other neighborhoods that do have alleyways in that area to see if there was an interest and there was a very minimal response.

Mayor Gustafson recalls the conversation revolving around that, was that if the City could get enough interest into multiple alleyways, because just an alley as a project, one street worth, isn't a popular thing for a contractor to gear up all of their equipment for. And, when the City was doing the 2021 pavement and improvement project, all of this project didn't come in in time. It was proposed after that bid had been let for that project. The City attempted to figure out how all of that would work. The Mayor says, fortunately they didn't have the 2021 contractor participate in this or otherwise the City would still be waiting for the work to be done. Apart from that, the City could not get the timing, but did survey the entire Northhome area and all of the alleys. In addition, did an assessment of the condition of those alleys and reached out to all of the neighbors to determine if there was any interest in participating in this because of the way an alleyway is structured with its 90/10 assessment factor, the call has to come from the residents and the homeowners of that alley in order to go forward with it. It comes at the request of the homeowners to address the alley. This block was the only one that had enough of a problem that they were willing to have the City take it on and include it in one of the City's projects.

City Council Member Wassenberg says he can actually see that. Council Member Wassenberg lives at 1446 California which is just one block north and one block to the east of this area. Wassenberg walks the alleyways quite a lot and are generally in good shape and are not falling apart.

Linehan says correct and this part of it to ideally if the City does one alley it would do all of them at once but as the Mayor said, the City didn't drum up enough interest. Linehan doesn't think any of the other alleys got over a quarter of respondents, so that's part of it too. Because of the assessment policy, that it is resident led, it really needs to have the support of residents. So, I think from Public Works' perspective, they are seeing a deterioration of a lot of the alleys as they see each spring more is ripped up. Linehan imagines this one, especially, after this winter with all of the thawing, freezing, and the plows going through, it will be significantly worse in the spring.

Mayor Gustafson says that the City may have a big group that's wants to participate in the City's 2025 pavement management project at that time after this winter. So, it is kind of unfortunate that the City only has one alley that needs to be addressed. The Mayor knows that the estimated cost was based upon 2020 and 2021 guesstimates and it is a sticker shock to deal with 2023 anticipated cost. Just the cost of asphalt has gone up three times in this last year as the City saw with the 2023 project on Garden and the mill and overlay in the Northeast area because that project went up 50% more than what the City was anticipating it would be.

Council Member Leehy says it would still be helpful that the City is still doing it at the same time as the Northeast quadrant project.

Mayor Gustafson says yes, that is what the City is hoping for because otherwise you would have, for somebody willing to do it, all of their costs of getting their equipment to

the site strictly on that one-block area. The Mayor wouldn't want to know what the cost would be if it was all the City could do on there, basically, is the challenge.

Linehan adds part of the City's pricing and the goal always for the City is at the beginning, when the City does an initial estimate, there isn't much known. So, before the City orders the feasibility study, Staff's not fully certain as to what the pavement conditions are or what the full scope of work is. Now that the City has done the feasibility study, the City has a plan on how to address the alley. That's where that price increase comes in. It's a combination of 2023 pricing going up and also knowing fully the scope of the project. The City's goal is, once the final assessment comes in the fall, The City tries to overshoot this one a little bit. So, the City tries to have this one higher because what the City doesn't want to do is come back to the residents in the fall and say it's gone up since the estimate. The City's goal is to build in a lot of contingencies and a lot of potential change orders with the idea that hopefully this will come down when the City gets pricing in the spring. Staff thinks this number is probably accurate but are optimistic that this number is on the higher end rather than on the lower end.

Council Member Meyer says to Steve's question about doing it the right way and fixing things foundationally. Council Member Meyer is curious why Pascal and this area failed earlier than other alleyways and if Smith thinks this is a long-term fix and how long of a fix is it.

Smith states that the issue with the breakup of the pavement and as the residents were saying they were concerned about safety in the area that is an issue with not having grade for the water to drain away and to drain to the catch basin adequately.

Council Member Meyer asks so basically when it was initially constructed it has less of a grade than the other alleys.

Smith says that is possible or it is possible that over time it could have been scraped away too through snow maintenance and other types of maintenance as well. Alleyways aren't built to the same standard as a roadway either. So, over time they do get patched, patches can layer upon each other and also create settlement areas that can hold water. By actually going into the road and changing some of those grades, and as described, adjusting the elevation of the existing catch basin, and looking over at Pascal as well and creating places for that water to go, that should be a good solution for the water to drain to. This would be a mill and overlay versus a complete reconstruction of the roadway. It would likely have reflective cracking, where a couple of years after the project, places that have severe cracks would have that crack reflect through. So, in couple of years, they could see those, but those can also be crack-sealed as well.

Council Member Meyer asks what the time frame would be for these residents before they would have to do this again.

Smith says a little bit of that is how Falcon Heights has more resident-driven policy, so it is when residents feel like they want to improve the surface. Smith believes that the City last did work on this alleyway in the 90s so it could be similar to that.

Mayor Gustafson states it could get 20 to 30 years out of it with maintenance, patching, and crack-sealing. That is one thing about a mill and overlay, you are taking off the skin and replacing it, and the base kind of remains the same. Saving the areas where you are building up the base, or building it up to get the grade proper and to get the drainage there. The objective here is minimalizing the pooling all the way through the alley as well, right? The hope of the project is the alley is flowing out to the streets into the storm sewer catch basins.

Smith says yes and that is what this project would be addressing more thoroughly than say a completely new pavement surface.

Council Member Leehy says it is more cost effective than putting it off for too long and having to completely redo the alley.

Smith states yes, mill and overlays are an effective maintenance item as well.

Mayor Gustafson says, also, if you wait too long for a mill and overlay and you allow your base to corrode as the City has found on Garden Avenue and in Falcon Woods, where then the City has to do a reclaim, where they go down and dig up eight inches instead of two or more, or, however many it takes in order to get it back up to get the grades right.

Goers has two comments. What would be the cost be to do a proper replacement if you were to rip this down to the ground? The other question is, has the City looked at other surfaces, for example concrete? Would that be five times the cost and lasts truly for 50 years? Also, a little more specifically, not to get too far into the weeds on the Pascal side, but between where that catch basin is and where Pascal is, that obviously is the area of concern and that's the area that is basically flat. So, it seems to Goer, that the City basically has to raise towards that catch basin area if you are trying to push stuff to Pascal because there is not a lot lower to go that you go in on that side, because that is already at Pascal or even lower a little bit. So, it sounds like there is multiple things in place with pipes and stuff like that. Again, it seems like it would have to be raised significantly while some garages sit up and some are at a very flat level. Six inches over the course might not be a lot but it could be significant for the people who live right there.

Smith says that concrete is significantly more expensive than asphalt. It does last quite a bit longer, but there is a reason why alleyways are generally paved in bituminous, because it is significantly cheaper. Smith would have to create an estimate to figure out what that cost of concrete is, but it would be of scale larger, as well as the cost for full replacement, to actually go down, dig out the gravel underneath the roadway, and replace that. Smith is trying to think of projects that she has done that are residential roadways and those can be as much as five-digit figures. And that's not at a 90% assessment; that's at quite a bit less than 90% assessment, that's at like a 65% assessment. Again, these are numbers that Smith is trying to remember and apologizes that she doesn't have exact figures on that but it would be a significant cost increase.

Linehan mentions that judging off the pricing the City saw for the 2023 PMP, Linehan would say at least double to do a full reconstruction. At minimum double, and that is kind of where you get to the question, if you do a full reconstruction, are you getting twice the life of the project? And, same with concrete. Concrete would last longer, but is it going to last five times longer? You know, if it's five times more, is it going to last five-times longer? Linehan doesn't know if so. There might be a good argument to doing a mill and overlays for an alley. Also, looking at the use of the alley compared to a street, so, the City takes that into consideration such as, Garden Avenue, which has a lot of through traffic, buses, so you are seeing a pretty good number of cars per day. For the alleys, it's in the under one hundred vehicles per day, and the biggest users are the garbage/recycling trucks, which are the heaviest users in the alley; but, outside of them, it's lower. Linehan thinks that you could make a good case that doing mill and overlays give the City a good and pretty long span that the City can keep doing as a Band-Aid for a lot longer than you could on street.

Smith states that it is recommended because it is a cost-effective measure to improve the life of the pavement.

Mayor Gustafson says you can do like three to four mill and overlays before you have to do a reclaim. Also, if you catch it in time, you can do a reclaim without having to do a rebuild. So, there's those three levels that he gathered while in the back of the room, watching the questions and answers for the Falcon Woods meeting. The Mayor thought, for that one, the City was going to have to do a complete rebuild and it take down to the dirt and start over again. Initially, that was the fear of the condition of that roadway, but then, with the core samplings that Staff took, they were able to determine that they could do a reclaim and that brought the cost significantly lower to do the reclaim. The only bummer about all of these options, the assessment process is that it really does fall on the homeowners to pay for that; whereas, if you don't have an alley, and you've got front driveways, your street access or your access to your garage, is everybody and not just the residents that are there. The Mayor thinks that's why the Councils, back when they established the policies in 2007, the Mayor knows that they spent quite a few years trying to adapt it and to get it right, in talking to some of those who were there. But, the Mayor feels the resident's pain. When he saw that our cost estimates doubled due to the cost of construction and lack of economy as scale, I just thought that wasn't good.

Council Member Meyer asks Paul and Steve if they have a sense of how many different companies/haulers and garbage cans they have in their alley.

Eberhard says he doesn't know but he tells the Council and Staff one thing that he observed one day probably happens more. Eberhard saw a garbage truck go the entire length of the alley and didn't stop once and went into the next alley.

Goers states that there are probably three or four haulers that come through.

Council Member Meyers states that early last year, the Environment Commission was kicking around the idea of getting the discussion started about a single hauler. Maybe not for the whole City, maybe just for certain neighborhoods. He knows it's been talked about in the past and there's maybe some controversy.

Eberhard says that he actually believes that Steve's estimate for three to four is low. One company for instance comes through the alley twice. They get trash and yard waste.

Council Member Meyer says that maybe in the context of having to repair these alleys, there might be some more support for that kind of change.

Eberhard asks the Mayor if he understood him right, that he thinks he said the residents were surveyed by the City as to if they wanted this work done or not. Eberhard says that he never recalls being asked by the City. The petition that Eberhard referred to was brought up by a neighbor and that neighbor put notes in everybody's' mailboxes and that's the one that he supported. But, he doesn't recall the City asking him if he wanted this done.

Mayor Gustafson says the City sent out cards to the other alleys because your alley was set. So, as the initiator of the project, other alleys were surveyed, but not this one, because there was already support for it. The City was trying to get support for more alleys to help reduce the cost of this project.

Eberhard says that's fair enough but his point earlier was that he supported fixing the problem at Pascal at the end of the alley and didn't necessarily support the whole alley being milled and overlaid. Eberhard also thanks Jack for the reminder that this was done

last in the 90's. Eberhard lived at his current address when that was done. That was a complete rebuild it was done to the dirt and they regraded everything. He recalls one of the major reasons for doing that was drainage and now we are here again for drainage. So, to Steve's point, and I don't know if twenty-five years is a long time, but we should try to maybe get it right and maybe it can last longer. The only other comment is doing a mill and overlay, which was referred to as the skin of the alley. Eberhard states that he isn't an engineer, but from his observation, thawing and freezing is a mighty powerful tool. Eberhard doesn't believe that even a mill and overlay will survive that very long. Case and point in the alley, the issue as Eberhard sees it, is mainly where the sun gets through versus where the sun doesn't get through on days in March and April, when it is 35 to 45 degrees during the day, with the sun out, and then it goes below freezing at night. Those are the worst days and every bad spot in the alley, Eberhard believes, is in an area where the sun gets through and causes that issue to happen. In Eberhard's humble opinion, he doesn't believe even a mill and overlay is going to survive that; he doesn't believe it will last thirty years.

Mayor Gustafson says it lasts to the extent of then you have to replace it again. If you look at the road surface such as in the front your house, that was probably last part of the last mill and overlay project. Roadways do wear out and weather takes a beating on everything that we have.

Eberhard states that roadways don't quite have the same issue because, they are pretty much, except for trees, which don't provide too much shade with no leaves, they have sun; the full street has sun. Eberhard points out the contrast. If you ever look at an alley, and he assumes that all alleys have this issue, but it is really noticeable. Between Eberhard's garage and his neighbor's garage, there is a very bad spot where the sun gets through, which causes the thawing and freezing.

Smith says part of the drainage issue on alleyways, too, is because they do not have curb and gutters on the sides. They aren't shaped the same way that a roadway is, with a crown on the top so there is a high point and the water drains to the side and it runs along the gutter. With an alleyway, it's called an inverted crown, where the lowest point is in the middle, and so that's where the drainage collects. That's why you can see the catch basins are in the middle of the roadway or in the middle of the alleyway, and unfortunately, that is hard in the winter because it will melt where you have the sunny spots and it will try to get to those catch basins and if it can't get into there, then it's just sitting in the middle of the road.

Goer states as far as paying for it goes, he knows that his property line goes into the middle of the alley. At the end of the day, he owns it and there is a level of getting neighborhood support, and he isn't uncomfortable with that reality. To Paul's point a little bit about the whole drainage issue: It is very flat between that middle catch basin and Pascal. The other side of that coin is if look at where Arona goes, that is significantly lower than Pascal. Goer's concern is making sure, at the end of the day, whether or not if it's ice and frozen, and melted or not, things do move whether you watch it or not, it does flow downhill. Goer understands the crowning concept although Smith just said they try push it toward the middle. So, if the goal is that you need to dig that out, again it would be nice to understand the scope of the work being done. But, Goer has to reiterate that moving that water out is the number one thing the alley is dealing with and we want to get that right. The rest of the other stuff, and even the quality stuff, if the City did it have half or quarter of the price as a rebuild is fine. The neighbors have a commitment and have the ability to patch. Goer's opinion of the patch job that was done last summer looked like garbage. Goer believes it is functional; it is more of a cosmetic complaint as opposed to anything else. But, if the City and residents in the alleyway are going to do this, let's again make sure that we are crystal clear that the water is flowed

properly and again, get the foundational part of it right, even if it's just a mill and overlay.

Council Member Wassenberg says, to that point, can it be taken under advisement that the City err on the side of putting in more drop/grade rather than less drop/grade to make sure that the drainage actually occurs properly overtime? Rather than the minimum that might be necessary to move water, to go on the high side of what's feasible?

Mayor Gustafson thinks that this design, as various discussions were all about making certain drainage issue would be solved, was the main driver. And, just like the storm sewer work, the initial thought was this was going to be far less costly than what it's going to be because it's going to need to be quite substantially more than what was anticipated in 2021 when it was first looked at. The Mayor knows that Stephanie and her crew have always approached this to make certain it functions properly and that the drainage happens and that the storm sewers are there. The City noticed that attention to detail in the Garden Avenue project as well, as that one developed, too. Where once again, the storm sewer costs went up higher because the City was informed that they had to do something they weren't planning, to mitigate a future problem. The Mayor thinks that Stephanie and her group are very much thinking along the same lines as you, thinking, *let's get the drainage issue right*, because the Mayor knows she doesn't want to hear complaints in 25 years.

Smith points out that the feasibility report is based on conceptual work and early design work. As the City moves further into design, Staff would be looking at these items in more detail as Staff put together plans.

Mayor Gustafson closes the public hearing.

Linehan states that, if adopted, the Council will most likely need to come back, probably at the next Council meeting, and do a budget amendment. So, we will need to generally amend the City's budget. When the Council did the 2023 PMP, it did not include the alleyway project, so that was not in consideration of the cost. So, when the Council looks at the total project cost, the City is going to have to do that. Realistically, the City would have to front the money up front for the assessment and would do that through the City's bond. The City will assume that the bond will be increased for that dollar amount. The total impact, when all said and done, is that it would cost the City \$8,000 to do the alley and \$36,000 to do the storm improvement. So, the Council would have to do an amendment to the storm fund and also an amendment to the general project cost. Internally, the council can do that without levying it and there will be no change to the levy. It will only be internal shifting of funds, but the Council would want to do that to clean up and clarify.

Mayor Gustafson says that the City would want to clean up and clarify so then when the City is bidding the project, they are correctly identified within the budget and different assessments.

Linehan states exactly, the Council should do that ahead of time so that the City has everything prepared and ready. In full honesty, this should have been included as a part of the City budget and a part of the 2023 PMP, generally, but with the focus on everything else, the City was still trying solicit additional final calls for people to jump on, realizing that isn't happening, but still knew that 52% of the residents on the street signed this petition and didn't want to forget about it and ignore it. So, that is why Staff if doing it now, to try to make sure that while they can still do it, they do it.

Mayor Gustafson asks otherwise they would have to wait until 2025.

Linehan says yes that is correct.

Council Member Leehy clarifies by asking, it was not because the City needed to have a public hearing first, it just got a little lost in the shuffle and now the City is playing catch up?

Linehan says yes, a little bit of both. Part of that, staff knew that the two projects would be two different public hearings. So, there was a combined public hearing for Garden Avenue, but then also all of the other streets that the City is doing for the mill and overlays, which they were included in that. Then, this being the second one with a different audience.

Smith says also, getting the revised costs from the amended feasibility report.

Mayor Gustafson states because the City didn't have the cost in the feasibility report at that time.

Council Member Wassenberg
motions to adopt resolution
23-01 ordering improvements
for the Idaho-Iowa alleyway
improvement project;
approved 4-0

G. CONSENT AGENDA:

1. General Disbursements through: 1/5/23 \$69,620.89
Payroll through: 12/30/22 \$22,945.83
Wire Payments through: 12/30/22 \$26,703.29
2. City License(s)
3. Designation of Official Depositories for 2023
4. Reconfirming Designation of 2023 Polling Locations
5. 2023 Mileage Rate
6. Acceptance of Proposal from Kelly & Lemmons for Prosecuting Attorney Services
7. 2023 Appointment of City Prosecutor
8. Review Elected Out-of-State Travel Policy
9. Review and Adopt Council Standing Rules and Council/ Advisory Commission Roles and Guidelines
10. Appointment of Acting Mayor
11. Council Appointment as Liaison for City Commissions
12. 2023 Commission Re-Appointments
13. Tubman Legal Services Cooperative Agreement

Council Member Leehy wants to say how pleased she is that the City has the opportunity to partner with Tubman Legal Services and their request for cooperative agreement, meeting needs within the community. She believes this is the first time that this has been brought to the City of Falcon Heights.

Mayor Gustafson thanks all of the people that are reupping their service on the City's Commissions because it is really important that residents step forward and participate.

Council Member Meyer
motions to approve the
consent agenda; approved 4-0

H: POLICY ITEMS:
1. Climate Crisis Resolution

Linehan says that the Climate Crisis Resolution has been a work in progress for about the last year now. It was originally introduced, had been workshopped a couple of times by the Council at the July Workshop, it was discussed, and at that point, the Council decided to send it to the Environment Commission to work on further. So, the Environment Commission looked at it for a few different meetings, they kind of drafted policy language in October, and at November Environment Commission meeting, they approved the resolution. The Council then, at the January City Council Workshop made some changes. It was a lot of compromise between groups to get a policy that the Council felt that met everybody's expectations. So, the final one before you is the result of that. Staff took the changes the Council recommended at the Workshop and incorporated it into the final Climate Crisis Resolution. It's currently is ready for review and potential approval from the Council.

Council Member Meyer states that as the Council liaison to the Environment Commission, he saw this resolution at its earliest stages and the template the City started with left a little to be desired. Council Member Meyer is very proud of the Commission for working in a lot of local experience into this resolution, both in terms of some of the climate impacts that we felt as a City feels and also the many, many steps the City has already taken as a City to address this issue. It is near and dear to Council Member Meyers. Meyer lost his car in a 500-year flood up in Duluth. It is kind of his life's work when he is not on Council to work towards a clean energy future. Council Member Meyer feels really good about this resolution and likes the emphasis that the City has placed on resilience. Meyer says let's be honest, the City of Falcon Heights isn't going to solve global warming by itself. But, the City is taking a good moral stand here and acknowledging that, because of the heightened weather impacts in the decades to come, The City does need to look at the City infrastructure and build it with that in mind or the City will have to build it again before the City wants too. Council Member Meyer appreciates the Councils work on this as well and is really happy with the compromise they came up with.

Council Member Wassenberg says that this is a nice piece of work and thinks it is a good voicing of an important issue and a restatement of the efforts that the City of Falcon Heights has already taken and the commitment to being a part of the solution to the future.

Council Member Leehy appreciates how the City involves its Commissions to do a lot of the research and work on this even as Council Member Meyer has stated already and is really pleased to be in a City that a majority of the people cares for our environment. The Council recognizes the responsibility to be good stewards of this earth and this part of earth that the City puts its footprint on. Also, that the City of Falcon Heights can continue as in the past to be a leader in caring for the environment. As the City has this opportunity with this resolution, Council Member Leehy is pleased that the Council is making this step tonight.

Mayor Gustafson states that he is also pleased and really likes the way that the City of Falcon Heights has shown that it is a leading City when it comes to caring for doing what we can locally to act local and think global; which is why this issue went to the Environment Commission was to acknowledge and take a look at what the City has been doing and what can the City do. The City of Falcon Heights was a founding Green Step City which is the right step to make. The Mayor thanks everyone for their hard work on this and the Environment Commission.

Council Member Meyer
motions adopt resolution 23-
04 declaring climate crisis and
the commitment to Falcon
Heights to take action;
approved 4-0

I. INFORMATION/ANNOUNCEMENTS:

Mayor Gustafson states that the Community Engagement Commission will be meeting on the third Wednesday of January and February because the third Monday in both of those months is a federal holiday. The Commission meetings will proceed on those dates.

Administrator Linehan states that Public Works was doing ice cleanup. Crews were out this morning salting roads after the extremely slippery conditions. As a Green Step 5 City, the City tries to be discretionary with our salt use. This helps the environment and our budget, as we do not salt as much as some nearby communities. That said, Staff will continue to salt if conditions are similar to today.

Ice Rink Status

The Curtiss Field and Grove Ice Rinks are open. Schedule for Curtiss Field Warming House & Attendants: 4-8PM weekdays, and 1-5PM on weekends. To check status of ice rinks, residents can call our call-out line at (651) 792-7607 to hear the hours.

Larpenteur Snow Removal

A reminder that the City has agreed to take on all residential sidewalk plowing on Larpenteur. This does include multi-family, but does not include mixed-use residential that have commercial, including Amber Union, Falcon Town Square, and all commercial properties. We have issued notices of correction for multiple properties that have not kept up on shoveling sidewalks. One gas station property did not remove their snow by their deadline, so Public Works removed snow and we bill the property directly. If they do not pay, it goes on their tax assessment.

Fee Schedule Public Hearing

There will be a public hearing on Wednesday, January 25th to hear the ordinance update of our 2023 fee schedule. Notices going out in the paper 10 days prior to the hearing.

City Hall Holiday Schedule

Closed on Monday, January 16th in celebration of Martin Luther King Jr. Day

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.

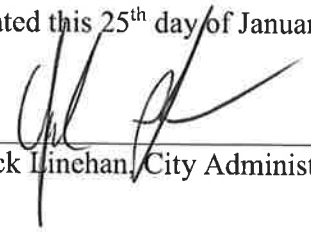
K. Closed Session

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

L. ADJOURNMENT: 8:49 p.m.

Council Member
Leehy motions to adjourn;
approved 4-0

Dated this 25th day of January, 2023



Jack Linchan, City Administrator



Randall C. Gustafson, Mayor

BLANK PAGE



REQUEST FOR COUNCIL ACTION

Meeting Date	January 25, 2023
Agenda Item	Public Hearing F1
Attachment	Schedule, Ordinance, Summary Ordinance, Rate Comparison Survey
Submitted By	Jack Linehan, City Administrator

Item	2023 City Fee Schedule Ordinance
Description	<p>The City Council reviews the fee schedule annually for any adjustments. Some adjustments, including increases in water, sewer and recycling rates, are approved with the passage of the 2023 budget.</p> <p>This year, the City took a look at many fees that have lagged behind other cities, particularly building permit fees. The City has not adjusted building permit fees since 2005. The City shares our building inspector with the City of Little Canada, and both cities have had similar building permit fees for continuity. In December 2022, Little Canada approved an increase in building permit fees due to the costs of issuing permits outpacing the fees collected for the permits. The City of Falcon Heights is proposing a similar fee schedule structure, which is based on the State of Minnesota's adopted building permit fees, used by many other cities in the region.</p> <p>Included in the proposed fee schedule is an increase in fees for right-of-way permits. The City contracts with the City of Roseville to provide engineering services, and is billed by Roseville for the professional staff time required to review the permits. By increasing our fees to match Roseville's fee schedule, the City will ensure we are covering our costs.</p> <p>New Resident Handbook printings were reduced from \$10 down to \$1 to encourage residents to pick-up copies. The City Administrator may waive this fee and we usually do, unless someone were to request it for commercial reasons.</p> <p>Finally, the City has noticed that our room reservations for renting City Hall facilities are much lower than others in the area. It takes considerable staff time to prepare the rooms for rentals and for cleanup, so the proposed fee increases will cover the expenses related to rentals.</p>
Budget Impact	N/A
Attachment(s)	<ul style="list-style-type: none"> • Ordinance 23-01 • Proposed 2023 City Fee Schedule

- | | |
|--|---|
| | <ul style="list-style-type: none">• Summary Ordinance• Fee Schedule Comparison |
|--|---|

CITY OF FALCON HEIGHTS
RAMSEY COUNTY, MINNESOTA

ORDINANCE NO. 23-01

**AN ORDINANCE AMENDING THE FEE/RATE SCHEDULE FOR
THE CITY OF FALCON HEIGHTS RELATIVE TO 2023 WATER &
SEWER RATES, 2023 RECYCLING RATES, COMMUNITY
DEVELOPMENT PERMIT FEES,
AND CITY HALL FACILITY RENTAL RATES**

THE CITY COUNCIL OF FALCON HEIGHTS ORDAINS:

SECTION 1. The City of Falcon Heights Fee Schedule attached hereto as Exhibit A and incorporated herein by reference is hereby adopted.

SECTION 2. This ordinance shall be effective upon passage.

ADOPTED this 25th day of January 2023, by the City Council of Falcon Heights, Minnesota.


CITY OF FALCON HEIGHTS

BY:



Randall C. Gustafson, Mayor

ATTEST:



Jack U. City Administrator/Clerk

CITY OF FALCON HEIGHTS
~~Adopted 2022~~ Proposed 2023 Fee Schedule

A. LICENSES

1. Business Licenses

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

2. Liquor Licenses

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

3. Other Licenses

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

B. PERMITS

1. Building permit fees:

Total Valuation	Fee
\$1.00 - \$500.00	\$25.00 <u>\$29.50</u>
\$501.00 - \$2,000.00	\$25.00 <u>\$28.00</u> for first \$500, \$3.25 <u>\$3.70</u> /each additional \$100, to and including \$2000
\$2,001.00 - \$25,000	\$73.75 <u>\$83.50</u> for first \$2000, \$14.75 <u>\$16.55</u> /each additional \$1000, to and including \$25,000
\$25,001.00 - \$50,000	\$413.00 <u>\$464.15</u> for first \$25,000, \$10.75 <u>\$12.00</u> /each additional \$1000, to and including \$50,000
\$50,001.00 - \$100,000.00	\$681.75 <u>\$764.15</u> for first \$50,000, \$7.50 <u>\$8.45</u> /each additional \$1000, to and including \$100,000.00
\$100,001.00 - \$500,000.00	\$1,056.75 <u>\$1,186.65</u> for first \$100,000, \$6.00 <u>\$6.45</u> /each additional \$1000, to and including \$500,000
\$500,001.00 - \$1,000,000.00	\$3,456.75 <u>\$3,886.65</u> for first \$500,000, \$5.00 <u>\$5.50</u> /each additional \$1,000, to and including \$1,000,000
\$1,000,001 and up	\$5,956.75 <u>\$6,636.65</u> for first \$1,000,000, \$4.00 <u>\$4.50</u> /each additional \$1,000

Other Inspections and Fees:

1. Inspections outside of normal business hours \$47.00 per hour¹ (minimum charge - two hours)
2. Re-inspection fees assessed under provisions of Section 305.8 \$47.00 per hour¹

3. Inspections for which no fee is specifically indicated \$47.00 per hour¹ (minimum charge – one-half hour)
4. Additional plan review required by changes, additions or revisions to plans \$47.00 per hour¹ (minimum charge – one-half hour)
5. For use of outside consultants for plan checking and inspections, or both actual costs²

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

²Actual costs include administrative and overhead costs.

**Building Permits are subject to the State Surcharge*

2. Relocation of structure or building: \$ 150.00
3. Demolition or removal of structure: \$ 1.25/1,000 cubic ft.; minimum \$ 50.00
4. Residential Solar Installation
Flat fee: \$200
State Surcharge: \$1.00
5. Mechanical permit fees
 - a. Residential Work
 - Base Fee** ~~\$ 30.00~~ \$50.00
 - State Surcharge** \$1.00
 - Furnace/Boiler (warm air or hot water heating system)**
 - ~~\$ 60.00~~ \$70.00 New
 - ~~\$ 30.00~~ \$40.00 Replacement
 - ~~\$ 20.00~~ \$30.00 Unit heaters
 - Air conditioning and refrigeration**
 - ~~\$ 40.00~~ \$50.00 New
 - ~~\$ 25.00~~ \$30.00 Replacement
 - Other Items**
 - ~~\$ 25.00~~ \$35.00 Gas line/piping
 - ~~\$ 30.00~~ \$40.00 Duct work
 - ~~\$ 35.00~~ \$45.00 Wood burning furnace per unit
 - ~~\$ 35.00~~ \$40.00 Swimming pool heater per unit
 - ~~\$ 25.00~~ \$35.00 Air exchanger with duct work per unit
 - ~~\$ 25.00~~ \$35.00 Gas or oil space heater per unit
 - ~~\$ 25.00~~ \$35.00 Gas direct vent heater per unit
 - ~~\$ 25.00~~ \$35.00 Gas fireplace log or heater per unit
 - ~~\$ 25.00~~ \$35.00 Gas hot water heater for domestic hot water (only if replacing gas line)

b. Commercial Work

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

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

6. Plumbing Permit Fees

~~\$ 30.00~~\$35.00 base fee plus ~~\$ 7.00~~\$10.00 per fixture installed, \$ 1.00 state surcharge

7. Right of Way Permit Fees

<u>Item</u>	<u>Fee</u>
Registration fee	\$ 25.00
Hole	\$ 150.00 <u>\$400.00</u>
Trench	\$ 150.00 <u>\$400.00</u> + \$40.00 per 100 lineal feet or portion thereof
Boring	\$ 150.00 <u>\$400.00</u> + \$ 40.00 per 100 lineal feet or portion thereof
Obstruction	\$ 50.00 + \$ 0.06 per lineal foot

Small Cell Wireless

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

8. Sewer Connection or Repair \$ 50.00

9. Water Connection

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

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

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

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

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

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

C. PLANNING FEES*

<u>Item</u>	<u>Fee</u>
Comprehensive Plan Amendment	\$ 500.00
Conditional Use Permit	\$ 500.00
Design Review	
(when required by code)	\$ 50.00
Lot Split (one lot into two)	\$ 500.00
Planned Unit Development	\$ 500.00
Rezoning/Zoning Amendment	\$ 500.00
Subdivision (>1 new lot)	\$ 500.00 + \$ 100.00/lot created
Variance	\$ 500.00
Tax Increment Finance (TIF)	
Application Fee	\$5,000.00 Non-Refundable
Escrow	\$10,000.00

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

D. FACILITY RENTAL FEES

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

Park Facility Rental Amenities & Fees

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

Disclaimers:

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

payment.

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

City Hall Facility Rental Fees

	Capacity	Rental Fees		
		3 hours	Half Day 9am-3pm/4pm-10pm	Full Day 8am-10pm
Council Chambers Full room (includes kitchen facility)	150 75 Seated	\$115 125.00 + tax	\$175 200.00 + tax	\$250 275.00 + tax
Partial Council Chambers (Front or Back Half)	75 30 Seated	\$50 60.00 + tax	\$100 115.00 + tax	\$150 175.00 + tax
Kitchen Facility	10 6 Seated	\$25 30.00 + tax	\$50 60.00 + tax	\$50 75.00 + tax
Conference Room	8 maximum	\$30 35.00 + tax	\$60 70.00 + tax	\$100 125.00 + tax
Set Up Fee (government entities exempt)		\$25 30.00		

Disclaimers:

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

Field/Court/Rink Rental Fees

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

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

Disclaimers:

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

E. FACILITY USE BY PUBLIC SERVICE ORGANIZATIONS

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

F. MISCELLANEOUS FEES

<u>Item</u>	<u>Fee</u>
Agendas (City Council or Commissions) ¹	\$ 15.00/year
City Council Minutes ¹	\$ 35.00/year
Commission Minutes ¹	\$ 20.00/year
New Resident Handbook	\$ 10.00 \$1.00 printing fee
Single copies	\$ 0.25 + tax/page for first 100 pages
Assessment search	\$ 20.00
Maps	\$ 6.50
Open burning permit (no charge for recreational fires)	\$ 25.00
Returned Check Fee	\$ 25.00
Credit/Debitcard convenience fee	2.95% per transaction

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

G. FALSE ALARM FEES

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

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

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

H. VEHICLE EMERGENCY RESPONSE

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

I. PARKING FEES

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

Annual residential area parking permits	
First two vehicles	\$ 15.00/vehicle
Third and subsequent vehicles	\$ 25.00/vehicle
Lost permit replacement	\$ 5.00
Temporary parking permit (up to 3 weeks)	\$ 3.00/vehicle
Temporary parking permit for 5 or more vehicles for a one-time/one-day event	\$ 25.00
Uniform parking fine	\$50.00/violation

J. SANITARY SEWER

The sanitary sewer fee for residential units is ~~\$36.25~~\$37.00 per quarter plus ~~\$0.0237695~~\$0.0242687 per cubic foot of water usage during the months of November – January. For apartment units, the rate will be ~~\$36.25~~\$37.00/unit/quarter plus ~~\$0.0237695~~\$0.0242687 per cubic foot of water used in November. For residential units, this will serve as the maximum fee for other quarters throughout the year, but the actual amount billed may be lower depending on water usage. For commercial units, the fee is ~~\$0.0237695~~\$0.0242687 per cubic foot of water usage during each month.

K. STORM DRAINAGE

The fee for storm drainage is ~~\$26.75~~\$27.50 per quarter for residential units and ~~\$247.04~~\$254.21 per acre for commercial and apartment units.

L. HYDRANT WATER

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

M. RECYCLING

The recycling charge is ~~\$10.50~~\$12.75 per quarter for residential units.

N. STREET LIGHTING

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

O. FEES FOR UNSPECIFIED REQUESTS

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

P. SNOW AND ICE REMOVAL

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

SUMMARY ORDINANCE NO. 23-01

**CITY OF FALCON HEIGHTS
RAMSEY COUNTY, MINNESOTA**

**AN ORDINANCE AMENDING THE FEE/RATE SCHEDULE FOR THE CITY OF
FALCON HEIGHTS RELATIVE TO 2023 WATER & SEWER RATES, 2023
RECYCLING RATES, COMMUNITY DEVELOPMENT PERMIT FEES,
AND CITY HALL FACILITY RENTAL RATES**

Pursuant to Minnesota Statutes Section 412.191, in the case of a lengthy ordinance, a summary may be published. While a copy of the entire ordinance is available without cost at the office of the City Clerk, the following summary is approved by the City Council and shall be published in lieu of publishing the entire ordinance:

The purpose of this ordinance is to amend the City Fee/Rate Schedule for 2023 water & sewer rates, 2023 recycling rates, community development fees and city hall facility rental rates.

This ordinance shall be effective upon passage.


APPROVED for publication by the City Council of the City of Falcon Heights, Minnesota this 25th day of January, 2023.

CITY OF FALCON HEIGHTS

BY: 

Randall C. Gustafson, Mayor

ATTEST:



Jack Inehan, City Administrator

Business Licenses	City of Falcon Heights	City of Linn Co. Canada	City of Roseville	City North St. Paul
Bus Benches	\$50 per bench	N/A	same	\$70 per bench
Gasoline Station Operator		\$700/base plus \$10/pump	Gasoline stations \$188 - Gas Pumps \$188	\$85 plus \$15 per nozzle
Less than 15 hours	\$300			
15-20 hours	\$400			
20 hours or more	\$500			
Municipal Business				
10,000 sq. ft. or less	\$100	N/A	N/A	N/A
10,000 sq. ft. or more	\$200	N/A	N/A	N/A
Pool Hall	\$800	N/A	N/A	N/A
Precision Metal Dealer				
Investigation fee/general	\$1,500	N/A	N/A	N/A
Investigation fee/MV only	\$500	N/A	N/A	N/A
License fee	\$2,000	N/A		\$3,000
Restaurant				
Lunchroom	\$50	N/A	N/A	N/A
Less than 15 hours	\$100	N/A	N/A	N/A
15-20 hours	\$400	N/A	N/A	N/A
20 hours or more	\$950	N/A	N/A	N/A
Therapeutic Massage License				
Investigation fee	\$350	\$300 - principal use \$100 - accessory use (massage therapy individual \$75)	Massage Therapist \$125	New \$2,000, renewal \$100
License fee	\$100			\$325
Home Occupation License	\$50	N/A	N/A	N/A
Retail Grocery License	\$50	N/A	N/A	N/A
Holiday Tree Sales License	\$30	N/A	N/A	\$75
Car Wash License	\$50	N/A	N/A	N/A
Amusement machines (per machine)	\$30	\$15 base plus \$15 per device	N/A	N/A
Cigarette sales	\$250	\$250 - full year / \$125 - half year		\$200
Operator License	\$75		\$50	N/A
Peddlers and solicitors				
For profit	\$75 per person		\$50	\$75
Charitable	Free but license still required	N/A	N/A	Per Company \$100, Per Employee \$75
Pool tables (per table)	\$30		N/A	N/A
Refuse Haulers	\$100		\$50	\$125
Low-Density Rental License	\$50 per unit	\$50 entire property	Administrative fee (per unit) \$100; Registration base fee \$300, per unit \$15	Initial Registration \$150, Annual Registration \$100
High-Density Multifamily Rental License	\$50			Initial Registration \$200, Annual Registration \$150
1-19 units per building	\$150	Duplex/Triplex \$60/bed + \$10/unit		
20-49 units per building	\$200	Condominium \$60/unit		
50-99 units per building	\$250	4plex/multi-unit building \$100/bed + \$10/unit		
100+ units per building	\$300			
Re-inspection (due to initial failure)	\$50			\$100 - multi-family \$75, single family \$50

Liquor Licenses	City of Falcon Heights	City of Little Canada	City of Roseville	City of North St. Paul
Bottle club	\$300	N/A	N/A	N/A
Liquor, Off-Sale	\$310	same	\$300	\$200
Liquor, On-Sale	\$4,000	\$5,284	\$7,000	\$5,000
Liquor, Special Event	\$25	N/A	N/A	\$300
Liquor, Sunday	\$200	same	same	same
Malt Beverage, Off-Sale	\$150	N/A	N/A	\$200
Malt Beverage, On-Sale	\$500	N/A	N/A	\$150
Malt Beverage, On-Sale (with wine license)	\$1	N/A	N/A	N/A
Wine License	\$2,000	\$763	75 seats or less \$750 - 75 seats or more \$1,500	\$2,000
Temporary Liquor License	\$50	\$35	same	\$25
Background Checks (per License)	\$500	N/A	N/A	N/A
Investigation fee/MN only	\$500	N/A	\$300	\$500

Facility Rental Fees	City of Falcon Heights	City of Little Canada	City of Roseville	City North St. Paul
Community Park Building & Upper Picnic Area				
Half Day	N/A	N/A	\$105 resident; \$145 non-resident (3 hours)	N/A
Full Day	\$150 + tax	\$160 resident; \$210 non-resident	\$170 resident; \$215 non-resident (5 hours)	\$150 resident; \$200 non-resident (per day)
Picnic Areas				
Half Day	\$20 + tax	N/A	N/A	N/A
Full Day	\$30 + tax	\$60 resident; \$110 non-resident	N/A	\$50 resident; \$65 non-resident (per day)
Play Kit Rental	\$15 + tax	N/A	N/A	N/A
Set up/Tear down		\$25	N/A	N/A
Council Chambers				
3 hours	\$115 + tax	N/A	N/A	N/A
Half Day	\$175 + tax	N/A	N/A	N/A
Full Day	\$250 + tax	N/A	N/A	N/A
Partial Council Chambers				
3 hours	\$50 + tax	N/A	N/A	N/A
Half Day	\$100 + tax	N/A	N/A	N/A
Full Day	\$150 + tax	N/A	N/A	N/A
Kitchen Facility				
3 hours	\$25 + tax	N/A	N/A	N/A
Half Day	\$50 + tax	N/A	N/A	N/A
Full Day	\$50 + tax	N/A	N/A	N/A
Conference Room				
3 hours	\$30 + tax	N/A	N/A	N/A
Half Day	\$60 + tax	N/A	N/A	N/A
Full Day	\$100 + tax	N/A	N/A	N/A

Misc. Fees	City of Falcon Heights	City of Little Canada	City of Roseville	City North St. Paul
Agendas	\$15/year	N/A		\$10
City Council Minutes	\$35/year	N/A	N/A	N/A
Commission Minutes	\$20/year	N/A		\$15
New Resident Handbook	\$10 printing fee	N/A	N/A	N/A
Singles Copies	\$0.25 + tax/page for first 100 pages	N/A	N/A	Same
Assessment Search	\$30		\$10	\$100
Map	6.50		\$5	\$100
Open Bunting Permit	\$25	N/A		N/A
Returned Check Fee	\$25	N/A	\$120 + \$0.50 per required notice	\$30
Credit/Debt conveyance fee	2.65% per transaction	N/A	N/A	N/A
Fire False Alarms				
First	\$0	\$0	\$0	\$0
Second	\$175	\$0	\$0	\$0
Third	\$300	\$250	\$300	\$250
Fourth	\$400	\$250	\$400	\$500
Fifth	\$500	\$250	\$500	\$500
Security False Alarms				
First	\$0	\$0	\$0	\$0
Second	\$60	\$0	\$0	\$0
Third	\$100	\$50	same	\$250
Fourth	\$200	\$50	same	\$500
Fifth	\$300	\$50	same	\$500
Sixth	\$400	\$50	same	\$500
Seventh	\$500	\$200	same	\$500
Annual Residential Area Parking Permits				
First two vehicles	\$15/vehicle	N/A	N/A	N/A
Third and subsequent vehicles	\$25/vehicle	N/A	N/A	N/A
Lost permit replacement	\$5	N/A	N/A	N/A
Temporary parking permit (up to 3 weeks)	\$3/vehicle	N/A	N/A	N/A
Temp. parking permit for 5 or more vehicles for a one time/one event	\$25.00	N/A	N/A	N/A
Uniform parking fine	\$50/violation	N/A	N/A	N/A

BLANK PAGE



REQUEST FOR COUNCIL ACTION

Meeting Date	January 25, 2023
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: 1/18/23 \$122,269.09 Payroll through: 1/15/23 \$21,359.98 Wire Payments through: 1/15/23 \$14,950.39
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: 02675 January 11 Payables
VENDOR SET: 01 City of Falcon Heights
SEQUENCE : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

POST DATE	BANK CODE	DESCRIPTION	GROSS DISCOUNT	P.O. # G/L ACCOUNT	ACCOUNT NAME	DISTRIBUTION
=====						
01-01-25	COLIN CALLAHAN					
=====						
I-202301118383	COLIN CALLAHAN		4,250.00			
1/11/2023	APBNK	DUE: 1/11/2023 DISC: 1/11/2023		1099: N		
		Flex Dep Reimbursement		101 20200-000	ACCOUNTS PAYABLE	1,742.50
		Flex Dep Reimbursement		601 20200-000	ACCOUNTS PAYABLE	1,997.50
		Flex Dep Reimbursement		602 20200-000	ACCOUNTS PAYABLE	510.00
		=== VENDOR TOTALS ===	4,250.00			
=====						
01-04570	JOSEPH, KATRINA E.					
=====						
I-128	JOSEPH, KATRINA E.		5,000.00			
1/11/2023	APBNK	DUE: 1/11/2023 DISC: 1/11/2023		1099: Y		
		Oct & Nov Prosecutions		101 20200-000	ACCOUNTS PAYABLE	5,000.00
		=== VENDOR TOTALS ===	5,000.00			
=====						
01-05440	LOFFLER COMPANIES, INC					
=====						
I-202301118384	LOFFLER COMPANIES, INC		152.94			
1/11/2023	APBNK	DUE: 1/11/2023 DISC: 1/11/2023		1099: N		
		Copier Dec		101 20200-000	ACCOUNTS PAYABLE	152.94
		=== VENDOR TOTALS ===	152.94			
=====						
01-05374	TENNIS SANITATION LLC					
=====						
I-3474604	TENNIS SANITATION LLC		7,458.75			
1/11/2023	APBNK	DUE: 1/11/2023 DISC: 1/11/2023		1099: N		
		Recycling-SFD&MED FH		206 20200-000	ACCOUNTS PAYABLE	7,458.75
		* 3474605	66.50			
1/2023	APBNK	DUE: 1/11/2023 DISC: 1/11/2023		1099: N		
		Recycling-Ramsey Cty SWMT&CEC		101 20200-000	ACCOUNTS PAYABLE	66.50
		=== VENDOR TOTALS ===	7,525.25			
=====						
01-05737	VERIZON WIRELESS					
=====						
I-202301118385	VERIZON WIRELESS		53.18			
1/11/2023	APBNK	DUE: 1/11/2023 DISC: 1/11/2023		1099: N		
		Cell Phones to Dec 23		601 20200-000	ACCOUNTS PAYABLE	53.18
		=== VENDOR TOTALS ===	53.18			
		=== PACKET TOTALS ===	16,981.37			

POST DATE	BANK CODE	DESCRIPTION	GROSS DISCOUNT	P.O. # G/I. ACCOUNT	ACCOUNT NAME	DISTRIBUTION
01- CENTURY LINK						
I-202301118386		CENTURY LINK	73.90			
1/11/2023	APBNK	DUE: 1/11/2023 DISC: 1/11/2023 Jan Landlines SS		1099: N 601 4601-85011-000	TELEPHONE - LANDLINE	73.90
=== VENDOR TOTALS ===			73.90			
01-05509 LEAGUE OF MN CITIES						
I-374490		LEAGUE OF MN CITIES	30.00			
1/11/2023	APBNK	DUE: 1/11/2023 DISC: 1/11/2023 Course for Jack		1099: N 101 4112-86100-000	CONFERENCES/EDUCATION/AS	30.00
=== VENDOR TOTALS ===			30.00			
01-05514 METRO CITIES						
I-1342		METRO CITIES	2,428.00			
1/11/2023	APBNK	DUE: 1/11/2023 DISC: 1/11/2023 2023 Dues		1099: N 101 4111-86140-000	COMMISSIONS/MEMBERSHIPS/	2,428.00
=== VENDOR TOTALS ===			2,428.00			
01-06290 METRO-INET						
I-1015		Metro-INET	3,528.00			
1/11/2023	APBNK	DUE: 1/11/2023 DISC: 1/11/2023 January IT Support		1099: N 101 4116-85070-000	TECHNICAL SUPPORT	3,528.00
=== VENDOR TOTALS ===			3,528.00			
01-05665 METROPOLITAN COUNCIL						
0232		METROPOLITAN COUNCIL	55,832.95			
1/11/2023	APBNK	DUE: 1/11/2023 DISC: 1/11/2023 Feb Waste Water Services		1099: N 601 4601-85060-000	METRO SEWER CHARGES	55,832.95
=== VENDOR TOTALS ===			55,832.95			
01-05994 NORTHEAST YOUTH & FAMILY						
I-384		NORTHEAST YOUTH & FAMILY	12,246.11			
1/11/2023	APBNK	DUE: 1/11/2023 DISC: 1/11/2023 2023 Municipality Coop Svc		1099: N 101 4111-86500-000	COOPERATIVE SERVICE	12,246.11
=== VENDOR TOTALS ===			12,246.11			

POST DATE	BANK CODE	DESCRIPTION	GROSS DISCOUNT	P.O. # G/T. ACCOUNT	ACCOUNT NAME	DISTRIBUTION
=====						
01-		RAMSEY COUNTY				
I-PRRRV-002043		RAMSEY COUNTY	5,450.00			
1/11/2023	APBNK	DUE: 1/11/2023 DTSC: 1/11/2023 1st Qtr Election Contract		1099: N 101 4115-80300-000	ELECTION CONTRACT	5,450.00
I-RISK-002211		RAMSEY COUNTY	1,033.25			
1/11/2023	APBNK	DUE: 1/11/2023 DISC: 1/11/2023 Jan Insurance/HR Admin Fee		1099: N 101 4112-89000-000	MISCELLANEOUS	1,033.25
=== VENDOR TOTALS ===			6,483.25			
=====						
01-00935		ST PAUL REGIONAL WATER SERVICE				
I-202301118387		ST PAUL REGIONAL WATER SERVIC	250.00			
1/11/2023	APBNK	DUE: 1/11/2023 DISC: 1/11/2023 Auto Fire Svc Fees Comm Park Auto Fire Svc Fees City Hall		1099: N 204 4204-87120-000 204 4204-87120-000	REPAIRS & MAINTENANCE REPAIRS & MAINTENANCE	150.00 100.00
=== VENDOR TOTALS ===			250.00			
=== PACKET TOTALS ===			80,872.21			

ID	POST DATE	BANK CODE	DESCRIPTION	GROSS DISCOUNT	P.O. # C/L ACCOUNT	ACCOUNT NAME	DISTRIBUTION
01-003 CINTAS CORPORATION							
I-4139063409	1/12/2023	APBNK	Dec Floor Mats Svc DUE: 1/12/2023 DISC: 1/12/2023 Dec Floor Mats Svc	57.45	1099: N 101 20200-000	ACCOUNTS PAYABLE	57.45
I-414030849	1/12/2023	APBNK	Dec Floor Mats Svc DUE: 1/12/2023 DISC: 1/12/2023 Dec Floor Mats Svc	57.45	1099: N 101 20200-000	ACCOUNTS PAYABLE	57.45
I-4141782766	1/12/2023	APBNK	Dec Floor Mats Svc DUE: 1/12/2023 DISC: 1/12/2023 Dec Floor Mats Svc	57.45	1099: N 101 20200-000	ACCOUNTS PAYABLE	57.45
--- VENDOR TOTALS ---				172.35			
01-06030 OLSON,ROLAND							
I-202301128389	1/12/2023	APBNK	OLSON,ROLAND DUE: 1/12/2023 DISC: 1/12/2023 Flex Payment Flex Payment Flex Payment	65.98	1099: N 101 21712-000 601 21712-000 602 21712-000	MEDICAL FLEX SAVINGS PAY MEDICAL FLEX SAVINGS PAY MEDICAL FLEX SAVINGS PAY	54.76 9.90 1.32
--- VENDOR TOTALS ---				65.98			
01-06053 OREILLY AUTO PARTS							
I-202301128390	1/12/2023	APBNK	OREILLY AUTO PARTS DUE: 1/12/2023 DISC: 1/12/2023 Wiper Blades and Floor Liner	197.87	1099: N 101 20200-000	ACCOUNTS PAYABLE	197.87
--- VENDOR TOTALS ---				197.87			
01-004 XCEL ENERGY							
I-202301128391	1/12/2023	APBNK	XCEL ENERGY DUE: 1/12/2023 DISC: 1/12/2023 Elect Gas Elect Elect Elect	5,234.77	1099: N 101 20200-000 101 20200-000 209 20200-000 209 20200-000 209 20200-000	ACCOUNTS PAYABLE ACCOUNTS PAYABLE ACCOUNTS PAYABLE ACCOUNTS PAYABLE ACCOUNTS PAYABLE	806.88 1,956.76 27.14 34.18 2,409.81
--- VENDOR TOTALS ---				5,234.77			
--- PACKET TOTALS ---				5,670.97			

-----ID-----			GROSS	P.O. #			
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----		DISTRIBUTION
01	J5	AMERICAN OFFICE PRODUCTS					
I-6745		Business Cards	138.00				
1/17/2023	APBNK	DUE: 1/17/2023 DISC: 1/17/2023		1099: N			
		Business Cards		101 20200-000	ACCOUNTS PAYABLE		138.00
		=== VENDOR TOTALS ===	138.00				
01-03001		CAMPBELL KNUTSON					
I-302		CAMPBELL KNUTSON	859.50				
1/17/2023	APBNK	DUE: 1/17/2023 DISC: 1/17/2023		1099: Y			
		Dec General Legal Matters		101 20200-000	ACCOUNTS PAYABLE		330.00
		Street Project Legal Matters		426 20200-000	ACCOUNTS PAYABLE		529.50
		=== VENDOR TOTALS ===	859.50				
01-04000		EHLERS AND ASSOCIATES					
I-92832		2nd Half Payment:	1,031.25				
1/17/2023	APBNK	DUE: 1/17/2023 DISC: 1/17/2023		1099: N			
		2nd Half Payment		414 20200-000	ACCOUNTS PAYABLE		1,031.25
		=== VENDOR TOTALS ===	1,031.25				
01-05995		LANDFORM					
I-33949		General City Planning 12/31	2,240.00				
1/17/2023	APBNK	DUE: 1/17/2023 DISC: 1/17/2023		1099: N			
		General City Planning 12/31		101 20200-000	ACCOUNTS PAYABLE		2,240.00
		=== VENDOR TOTALS ===	2,240.00				
01		TOM LYNCH ELECTRIC LLC					
I-202301178392		TOM LYNCH ELECTRIC LLC	2,175.00				
1/17/2023	APBNK	DUE: 1/17/2023 DISC: 1/17/2023		1099: N			
		Warming House Electric		101 20200-000	ACCOUNTS PAYABLE		500.00
		City Hall Electric Repair		101 20200-000	ACCOUNTS PAYABLE		1,675.00
		=== VENDOR TOTALS ===	2,175.00				
		=== PACKET TOTALS ===	6,443.75				

PACKET: 02684 JAN 18TH

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
=====						
01-03198	CELLUTION SOFTWARE					
I-5534		SOFTWARE UPDATE	210.00			
1/18/2023	APBNK	DUE: 1/18/2023 DISC: 1/18/2023		1099: N		
		SOFTWARE UPDATE		101 4113-80600-000	SOFTWARE MAINTENANCE	210.00
		=== VENDOR TOTALS ===	210.00			
=====						
01-03120	CITY OF WHITE BEAR					
I-13305		2023 GIS FEES RAMSEY CTY	540.66			
1/18/2023	APBNK	DUE: 1/18/2023 DISC: 1/18/2023		1099: N		
		2023 GIS FEES RAMSEY CTY		101 4117-80500-000	GIS SUPPORT	540.66
		=== VENDOR TOTALS ===	540.66			
=====						
01-05235	JAN-PRO CLEANING SYSTEMS					
I-114978		JANIDTORAL SVC JAN	450.00			
1/18/2023	APBNK	DUE: 1/18/2023 DISC: 1/18/2023		1099: N		
		JANIDTORAL SVC JAN		101 4131-87010-000	CITY HALL MAINTENANCE	450.00
		=== VENDOR TOTALS ===	450.00			
=====						
01-05760	MINNESOTA GPOA					
I-15425		MN GPOA MEMGERSHIP 2023	70.00			
1/18/2023	APBNK	DUE: 1/18/2023 DISC: 1/18/2023		1099: N		
		MN GPOA MEMGERSHIP 2023		101 4113-86110-000	MEMBERSHIPS	70.00
		=== VENDOR TOTALS ===	70.00			
=====						
01-05273	MN PUBLIC EMPLOYEES INSURANCE					
I-1254559		HEALTH INS FEB	9,553.48			
1/18/2023	APBNK	DUE: 1/18/2023 DISC: 1/18/2023		1099: N		
		HEALTH INS FEB		101 4112-89000-000	MISCELLANEOUS	9,553.48
		=== VENDOR TOTALS ===	9,553.48			
=====						
01-04875	MOBILE MINI, INC.					
I-9016507549		WARMING HOUSE RENTAL	685.00			
1/18/2023	APBNK	DUE: 1/18/2023 DISC: 1/18/2023		1099: N		
		WARMING HOUSE RENTAL		101 4141-87120-000	FACILITIES & GROUND MAIN	685.00
		=== VENDOR TOTALS ===	685.00			

PACKET: 02684 JAN 18TH

VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

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

I-202301188394	FLEX REIMB			150.96	
1/18/2023	APBNK	DUE: 1/18/2023 DISC: 1/18/2023	1099: N		
	FLEX REIMB		101 21712-000	MEDICAL FLEX SAVINGS PAY	125.30
	FLEX REIMB		601 21712-000	MEDICAL FLEX SAVINGS PAY	22.64
	FLEX REIMB		602 21712-000	MEDICAL FLEX SAVINGS PAY	3.02
=== VENDOR TOTALS ===				150.96	

=====

01-05870 XCEL ENERGY

I-202301188395	ELECT			640.69	
1/18/2023	APBNK	DUE: 1/18/2023 DISC: 1/18/2023	1099: N		
	ELECT		101 4121-85020-000	ELECTRIC	77.33
	ELECT		101 4141-85020-000	ELECTRIC/GAS	72.03
	GAS		101 4141-85030-000	NATURAL GAS	491.33
=== VENDOR TOTALS ===				640.69	
=== PACKET TOTALS ===				12,300.79	

**** DIRECT DEPOSIT LIST ****

PAY PERIOD ENDING 1/15/2023
DIRECT DEPOSIT EFFECTIVE DATE 1/10/2023

MP #	NAME	AMOUNT
006	JACK LINEHAN	3,367.90
1-1026	BRENNAN J SORENSEN	1,574.22
1-1027	KELLY A NELSON	2,003.41
1-1028	HANNAH B LYNCH	2,564.20
1-2268	MATTHEW CHERNUGAL	1,476.07
1-1030	TIMOTHY J PITTMAN	2,544.11
1-1033	DAVE TRETSEVEN	1,933.07
1-1143	COLIN B CALLAHAN	2,215.52

TOTAL PRINTED: 8 17,678.50

1-10-2023 1:40 PM PAYROLL CHECK REGISTER
PAYROLL NO: 01 City of Falcon Heights

PAGE: 1
PAYROLL DATE: 1/10/2023

EMP NO	EMPLOYEE NAME	TYPE	CHECK DATE	CHECK AMOUNT	CHECK NO.
110.	LANDBERG, ALYSSA	R	1/10/2023	652.99	091932

1-10-2023 1:40 PM PAYROLL CHECK REGISTER
PAYROLL NO: 01 City of Falcon Heights

PAGE: 2
PAYROLL DATE: 1/10/2023

*** REGISTER TOTALS ***

REGULAR CHECKS:	1	652.99
DIRECT DEPOSIT REGULAR CHECKS:	8	17,678.50
MANUAL CHECKS:		
PRINTED MANUAL CHECKS:		
DIRECT DEPOSIT MANUAL CHECKS:		
VOIDED CHECKS:		
NON CHECKS:		
TOTAL CHECKS:	9	18,331.49

*** NO ERRORS FOUND ***

** END OF REPORT **

***** DIRECT DEPOSIT LIST *****

PAY PERIOD ENDING 1/15/2023
DIRECT DEPOSIT EFFECTIVE DATE 1/10/2023

EMP #	NAME	AMOUNT
0 136	ROLAND O OLSON	3,028.49

TOTAL PRINTED: 1 3,028.49

1-10-2023 2:10 PM PAYROLL CHECK REGISTER
PAYROLL NO: 01 City of Falcon Heights

PAGE: 1
PAYROLL DATE: 1/10/2023

*** REGISTER TOTALS ***

REGULAR CHECKS:		
DIRECT DEPOSIT REGULAR CHECKS:	1	3,028.49
MANUAL CHECKS:		
PRINTED MANUAL CHECKS:		
DIRECT DEPOSIT MANUAL CHECKS:		
VOIDED CHECKS:		
NON CHECKS:		
TOTAL CHECKS:	1	3,028.49

*** NO ERRORS FOUND ***

* END OF REPORT **

Additional wire payments:

Payroll Withholdings

Jan 31 payroll

Federal W/h	7,787.62
State W/h	1,358.25
PERA	4,484.68
ICMA	1,283.34
Child Support	26.50

BLANK PAGE



REQUEST FOR COUNCIL ACTION

Meeting Date	January 25, 2023
Agenda Item	Consent G2
Attachment	N/A
Submitted By	Kelly Nelson Assistant to the City Administrator

Item	Approval of City License(s)
Description	<p>The following individuals/entities have applied for a <u>Municipal Business License</u> for 2023. Staff have received the necessary documents for licensure.</p> <ol style="list-style-type: none"> 1. Falcon Heights Gas & Convenience 2. The Good Acre 3. Curves <p>The following individuals/entities have applied for a <u>Tobacco License</u> for 2023. Staff have received the necessary documents for licensure.</p> <ol style="list-style-type: none"> 1. Falcon Heights Gas & Convenience <p>The following individuals/entities have applied for a <u>Gasoline Station Operator License</u> for 2023. Staff have received the necessary documents for licensure.</p> <ol style="list-style-type: none"> 1. Falcon Heights Gas & Convenience <p>The following individuals/entities have applied for a <u>Retail Grocery License</u> for 2023. Staff have received the necessary documents for licensure.</p> <ol style="list-style-type: none"> 1. Falcon Heights Gas & Convenience <p>The following individuals/entities have applied for a <u>Charitable Gambling</u> for 2023. Staff have received the necessary documents for licensure.</p> <ol style="list-style-type: none"> 1. Falcon Heights Elementary PTA <p>The following individuals/entities have applied for a <u>Car Wash License</u> for 2023. Staff have received the necessary documents for licensure.</p> <ol style="list-style-type: none"> 1. Falcon Heights Gas & Convenience <p>The following individuals/entities have applied for a <u>Home Occupation License</u> for 2023. Staff have received the necessary documents for licensure.</p>

	<p>The following individuals/entities have applied for a <u>Tree Contractors License</u> for 2023. Staff have received the necessary documents for licensure.</p> <ol style="list-style-type: none"> Northeast Tree, Inc. <p>The following individuals/entities have applied for a <u>Refuse & Recycling Hauler License</u> for 2023. Staff have received the necessary documents for licensure.</p> <p>The following individuals/entities have applied for a <u>Multifamily Rental Dwelling License</u> for 2022. Staff have received the necessary documents for licensure.</p> <ol style="list-style-type: none"> Buhl Investors, 1667 Snelling Ave. N. (East Building) Buhl Investors, 1667 Snelling Ave. N. (West Building) <p>The following individuals/entities have applied for a <u>Multifamily Rental Dwelling License</u> for 2023. Staff have received the necessary documents for licensure.</p> <ol style="list-style-type: none"> Larpenteur Manor, LLC, 1710, 1720 and 1730 Larpenteur Ave. W. <p>The following individuals/entities have applied for a <u>Restaurant License</u> for 2023. Staff have received the necessary documents for licensure.</p> <p>The following individuals/entities have applied for a <u>Liquor License</u> for 2023. Staff have received the necessary documents for licensure.</p>
1.	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.

BLANK PAGE



REQUEST FOR COUNCIL ACTION

Meeting Date	January 25, 2023
Agenda Item	Consent G3
Attachment	City's Charitable Gambling Application
Submitted By	Kelly Nelson, Assistant to the City Administrator

Item	Charitable/Lawful Gambling License for Falcon Heights Elementary PTA
Description	<p>For the past several years, the Falcon Heights Elementary PTA has held a fundraising raffle as part of their annual carnival event. Because the total value of the prizes is expected to be over \$1,500, an exempt permit to conduct lawful gambling activity is required. The PTA is requesting that the City approve their application with no waiting period. They are making the request now for the carnival in April of 2023 so that they can begin printing and selling raffle tickets as soon as possible.</p> <p>If Council chooses to approve the charitable gambling application, the City would then need to sign the LG220 Application Form completed by the applicant and forward it to the Minnesota Gambling Control Board for review and final approval.</p>
Budget Impact	N/A
Attachment(s)	<ul style="list-style-type: none"> City's Charitable Gambling Application
Action(s) Requested	Staff recommends that Council approve the exemption charitable gambling application for Falcon Heights Elementary PTA to conduct lawful gambling activity at their annual carnival and authorize the City Administrator to execute all necessary documents.



CITY OF FALCON HEIGHTS

2077 W Larpenteur Ave
Falcon Heights MN 55113
Phone 651-792-7600. Fax 651-792-7610
www.falconheights.org

FOR OFFICE USE	
License Number:	23-01
Approval Date:	
Amount Paid:	\$100 to state
Receipt:	N/A check

See attached copy of check

Charitable/Lawful Gambling License Application (Premise)

No Permit Fee: Exemption

Name of Organization: Falcon Heights Elementary PTA

Business Phone: 651-646-0021 Email: jill.keenan@isd623.org

Main Contact Name: Jill Keenan

Organization Address: 1393 Garden Ave. W., Falcon Heights, MN 55113

Name of Gambling Manager: Jill Keenan

Gambling Manager's Address: 1409 Shmyer Ave. W., Roseville 55113

Gambling Manager's Phone: 651-646-0021 Email: jill.keenan@isd623.org

Location of Gambling Site: 1393 Garden Ave W., Falcon Heights, MN 55113

Dates and hours of Gambling: May 19, 2023 5-8pm

ITEMS REQUIRED FOR LICENSURE:

- Completed application form
- Copy of the organization's non profit status
- Copy of the organization's charitable gambling Exemption Permit (MN Gambling Board forms)
- Copy of any lease agreements executed by the organization in regard to premises leased for the conduct of gambling
- Copy of the bond or certificate of insurance that meets the requirements of MN Statutes

I swear to report monthly to the organization's membership and Falcon Heights City Council the gross receipts, expenses and profits from gambling, and the distribution of profits itemized. Compliance with this requirement applies to the permit application and ongoing business. I understand that the City Council requires ten percent of the net profits derived from the organization's lawful gambling to be designated upon a lawful purpose. I understand that the City Council shall require an annual financial audit of any organization that conducts lawful gambling in the city as set forth in City Code Sec. 30-4. And that the City Council will require a tax of three percent monthly per gross receipts. If the gambling manager changes during the license year I shall report such changes in writing within seven days to the City Clerk.

I swear that I understand the above statement provided and shall follow the City Code Sec. 30-4. I swear that the application is completed to the true and best of my knowledge and belief.

Jill Keenan
Signature

12/26/2023
Date

Form ST-17
(Rev. 9-86)
RV91014402



Minnesota Department of Revenue

CERTIFICATE OF EXEMPT STATUS - EXEMPT ORGANIZATION

Under the provisions of Section 297A.25, Subdivision 1 (a) of the Minnesota Sales and Use Tax Law, the organization listed below is certified to be exempt from sales and use taxes on purchases, rentals and leases of tangible personal property. The property must be used exclusively in the performance of charitable, religious or educational functions or, in the case of senior citizen groups, in the planning, execution or other nonprofit functions, of the group.

Falcon Heights P.T.A.
1393 Garden Avenue West
Falcon Heights, Minnesota 55113

This certificate is valid until revoked by the
Minnesota Department of Revenue.

Certificate No.	30589
RS	
Date Issued	May 13, 1987

Commissioner of Revenue

By P. R. Blumhull

P. R. Blumhull, Acting Manager
Taxpayer Information Division



The exemption does not apply to purchases of meals or lodging.

LG220 Application for Exempt Permit

An exempt permit may be issued to a nonprofit organization that:

- conducts lawful gambling on five or fewer days, and
- awards less than \$50,000 in prizes during a calendar year.

If total raffle prize value for the calendar year will be \$1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

Application Fee (non-refundable)

Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**.

Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

ORGANIZATION INFORMATION

Organization Name: Falcon Heights Elementary PTA Previous Gambling Permit Number: X-06740-22-013

Minnesota Tax ID Number, if any: _____ Federal Employer ID Number (FEIN), if any: _____

Mailing Address: 1393 Garden Ave W.

City: Falcon Heights State: MN Zip: 55113 County: Ramsey

Name of Chief Executive Officer (CEO): Mara Bliss (PTA President)

CEO Daytime Phone: 651-646-0021 CEO Email: marabelle04@hotmail.com
(permit will be emailed to this email address unless otherwise indicated below)

Email permit to (if other than the CEO): jill.keenan@isd623.org

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

Fraternal Religious Veterans Other Nonprofit Organization

Attach a copy of one of the following showing proof of nonprofit status:

(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

- A current calendar year Certificate of Good Standing**
Don't have a copy? Obtain this certificate from:
MN Secretary of State, Business Services Division
60 Empire Drive, Suite 100
St. Paul, MN 55103
Secretary of State website, phone numbers:
www.sos.state.mn.us
651-296-2803, or toll free 1-877-551-6767
- IRS income tax exemption (501(c)) letter in your organization's name**
Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.
- IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)**
If your organization falls under a parent organization, attach copies of both of the following:
1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted
(for raffles, list the site where the drawing will take place): Falcon Heights Elementary

Physical Address (do not use P.O. box): 1393 Garden Ave W

Check one:

City: Falcon Heights Zip: 55113 County: Ramsey

Township: _____ Zip: _____ County: _____

Date(s) of activity (for raffles, indicate the date of the drawing): May 19, 2023

Check each type of gambling activity that your organization will conduct:

Bingo Paddlewheels Pull-Tabs Tipboards Raffle

Gambling equipment for bingo paper, bingo boards, raffle boards, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo ball selection devices may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to www.mn.gov/gcb and click on **Distributors** under the **List of Licensees** tab, or call 651-539-1900.

LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)

<p style="text-align: center;">CITY APPROVAL for a gambling premises located within city limits</p> <p><input type="checkbox"/> The application is acknowledged with no waiting period.</p> <p><input type="checkbox"/> The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).</p> <p><input type="checkbox"/> The application is denied.</p> <p>Print City Name: <u>Falcon Heights</u></p> <p>Signature of City Personnel: _____</p> <p>Title: _____ Date: _____</p> <div style="border: 1px solid black; padding: 5px; text-align: center; margin-top: 10px;"> <p>The city or county must sign before submitting application to the Gambling Control Board.</p> </div>	<p style="text-align: center;">COUNTY APPROVAL for a gambling premises located in a township</p> <p><input type="checkbox"/> The application is acknowledged with no waiting period.</p> <p><input type="checkbox"/> The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.</p> <p><input type="checkbox"/> The application is denied.</p> <p>Print County Name: _____</p> <p>Signature of County Personnel: _____</p> <p>Title: _____ Date: _____</p> <p>TOWNSHIP (If required by the county) On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.)</p> <p>Print Township Name: _____</p> <p>Signature of Township Officer: _____</p> <p>Title: _____ Date: _____</p>
--	---

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financial report will be completed and returned to the Board within 30 days of the event date.

Chief Executive Officer's Signature: _____ Date: _____
(Signature must be CEO's signature, designee may not sign)

Print Name: Mara Bliss (PTA President)

<p>REQUIREMENTS</p> <p>Complete a separate application for:</p> <ul style="list-style-type: none"> • all gambling conducted on two or more consecutive days; or • all gambling conducted on one day. <p>Only one application is required if one or more raffle drawings are conducted on the same day.</p> <p>Financial report to be completed within 30 days after the gambling activity is done: A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.</p> <p>Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).</p>	<p>MAIL APPLICATION AND ATTACHMENTS</p> <p>Mail application with:</p> <ul style="list-style-type: none"> _____ a copy of your proof of nonprofit status; and _____ application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is \$100; otherwise the fee is \$150. Make check payable to State of Minnesota. <p>To: Minnesota Gambling Control Board 1711 West County Road B, Suite 300 South Roseville, MN 55113</p> <p>Questions? Call the Licensing Section of the Gambling Control Board at 651-539-1900.</p>
--	---

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

This form will be made available in alternative format (i.e. large print, braille) upon request.

Checklist for Exempt Raffle

Organization Name: Falcon Heights Elementary PTA	Previous Gambling Permit #: X- 06740-22-013	Date of Raffle Drawing: May 19, 2023
--	---	--


INSTRUCTIONS:

- The purpose of this form is to help your organization conduct exempt raffles in compliance with the requirements listed below. Detailed information regarding each requirement is available by clicking on the following links [in blue italics]: 1) applicable statutes and rules; 2) the *Lawful Gambling Manual* chapter on raffles; 3) the online class, *“Conduct of Raffles”*; and 4) the *phone number and email address* of your county’s Compliance Specialist.
- After reading each checklist item, mark “Yes” to indicate that you understand the requirement and agree to comply. After answering “Yes” to each applicable item, your organization’s CEO must sign the acknowledgment below. Include the completed checklist as part of your application to conduct an exempt raffle.

	Yes	N/A		Yes	Conduct
			<ul style="list-style-type: none"> If tickets will be sold prior to the event, mark “Yes” to item #1 and mark “N/A” to items #2 and #3. If tickets are sold only at the event using theater tickets, mark “N/A” to item #1 and answer “Yes” to items #2 and #3. 	<input checked="" type="checkbox"/>	9. Only cash, personal checks, cashier’s checks, money orders, travelers’ check, and debit cards may be accepted (NO CREDIT CARDS). (349.2127) (7861.0260)
<input type="checkbox"/>	<input checked="" type="checkbox"/>		1. Tickets are printed in accordance with MN Rule 7861.0310.	<input checked="" type="checkbox"/>	10. The method of selection cannot be manipulated or based on the outcome of an event not under the organization’s control. (349.173)
<input checked="" type="checkbox"/>	<input type="checkbox"/>		2. Tickets contain the sequential number of the raffle ticket. (349.173)	<input checked="" type="checkbox"/>	11. Persons are not required to be present at a raffle drawing to be eligible to win. (349.173) (7861.0310)
<input checked="" type="checkbox"/>	<input type="checkbox"/>		3. A list of prizes and a statement of other relevant information is made available to ticket purchasers. (349.173)	<input checked="" type="checkbox"/>	12. Raffle tickets are not sold to or won by persons under age 18. (349.181) (7861.0310)
Yes	Prizes			<input checked="" type="checkbox"/>	13. Purchasers are not required to buy anything other than the ticket. (349.173) (7861.0310)
<input checked="" type="checkbox"/>			4. The organization is the sole owner of all the real or personal property to be awarded. (7861.0260)	<input checked="" type="checkbox"/>	
<input checked="" type="checkbox"/>			5. A merchandise certificate is used when a prize requiring registration or licensure (guns, cars, ATVs, etc.) is offered. (7861.0260)	<input checked="" type="checkbox"/>	House Rules
<input checked="" type="checkbox"/>			6. Prizes must not consist of lawful gambling equipment including raffle tickets for another raffle. (7861.0260)	<input checked="" type="checkbox"/>	14. Clear and legible house rules in accordance with MN Rule 7861.0310 are prominently posted at the point of winner selection.
<input checked="" type="checkbox"/>			7. The total value of lawful gambling prizes awarded (use fair market value for donated prizes) does not exceed \$50,000 in a calendar year. (349.166)	<input checked="" type="checkbox"/>	Post Raffle Conduct
<input checked="" type="checkbox"/>			8. Alcohol is only awarded as a prize to persons who demonstrate that they are 21 years of age or older. (340A.707)	<input checked="" type="checkbox"/>	15. An exempt permit financial report (LG220A) must be submitted to the Gambling Control Board within 30 days of the gambling occasion. (349.166)
				<input checked="" type="checkbox"/>	16. Gambling funds may only be spent for allowable expenses and lawful purposes. (349.12 3a & 25)
				<input checked="" type="checkbox"/>	17. Gambling records must be kept for 3½ years. (7861.0310)

CHIEF EXECUTIVE OFFICER’S SIGNATURE (required)

Noncompliant Activity: I acknowledge by signing below that my organization must follow all raffle rules and that any gambling activity conducted by the organization at the event that is not in compliance with Minnesota Statute and Rule may subject the organization to citation or the inability to receive future permits to conduct gambling. I understand that my permit will not be issued until this form has been completed and submitted to the Minnesota Gambling Control Board.

Signature: 	Date: 4/6/22	Print Name: Mara Bliss (PTA President)
---	------------------------	--

<p>Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization’s qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization’s qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the application.</p>	<p>Your organization’s name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization’s name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota’s Department of Public</p>	<p>Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.</p>
--	--	---

<p align="center">How You May Spend Gambling Funds</p>	<p align="center">How You May Not Spend Gambling Funds</p>
<p>Allowable expenses - Gambling funds may be spent for allowable expenses, such as:</p> <ul style="list-style-type: none"> • gambling equipment (pull-tabs, bingo paper, bingo blower, paddlewheel tickets, tipboard games); • advertising; • printing raffle tickets; or • any services or goods that are directly related to the conduct of your gambling. <p>Charitable contributions - Gambling funds may be spent for the following charitable contributions (lawful purpose):</p> <ul style="list-style-type: none"> • to or by 501(c)(3) organization and 501(c)(4) festival organizations; • relieving the effects of poverty, homelessness, or disability; • problem gambling programs approved by the Minnesota Department of Human Services; • public or private nonprofit school; • scholarships (if a contribution is made to a scholarship fund, it must be made to a nonprofit organization whose primary mission is to award scholarships); • church; • recognition of military service (open to public) or active military personnel in need; • activities and facilities benefiting youth under age 21; 	<ol style="list-style-type: none"> 1. Controlled contribution - An organization may not retain any control over any contribution made from gambling funds. The only exception is for expenditures by a 501(c)(3) organization or a 501(c)(4) festival organization to its general fund. 2. Financial gain - A contribution or expenditure may not be made if it results in any monetary, economic, financial, or material benefit to the organization making the contribution or expenditure. 3. Government - An expenditure may not be made for: <ul style="list-style-type: none"> • influencing the nomination or election of a candidate for public office; • promoting or defeating a ballot question; or • any activity intended to influence an election or a governmental decision-making process. 4. Law enforcement - A direct contribution may not be made to a law enforcement or prosecutorial agency. 5. Pension - A contribution may not be made to a government pension or retirement fund, such as a fire relief association. 6. Conflict of interest - A contribution or expenditure may not be made if it is not allowed under the conflict of interest provisions of the Minnesota Nonprofit Corporation Act, Minnesota Statutes, Section 317A.255.
<ul style="list-style-type: none"> • citizen monitoring of surface water quality, with data submitted to Minnesota PCA; • unit of government (NOTE: A direct contribution to a law enforcement or prosecutorial agency is not allowed); • wildlife management projects or activities that benefit the public-at-large, with DNR approval; • grooming and maintaining snowmobile or all-terrain trails that are grant-in-aid trails, or other trails open to public use, with DNR approval; • supplies and materials for DNR training and educational programs; • nutritional programs, food shelves, and congregate dining programs primarily for persons who are 62 or older or disabled; • community arts organizations or programs; • humanitarian service recognizing volunteerism or philanthropy; and • acquisition and repair of real property and capital assets (contact the Gambling Control Board for requirements). 	<ol style="list-style-type: none"> 7. Alcohol - An expenditure may not be made for the purchase of any intoxicating liquor, wine, or malt beverages. 8. Fundraising - An expenditure may not be made for fundraising costs, except as allowed for a 501(c)(3) organization or 501(c)(4) festival organization from its general fund. 9. Other organizations - With few exceptions, gambling funds may not be contributed to other organizations or clubs such as veterans, fraternal, Lions, etc. unless it is a 501(c)(3) organization. 10. Other contributions - A contribution may not be made to a 501(c)(3) organization or another entity with the intent or effect of not complying with lawful purpose restrictions or requirements.

FALCON HEIGHTS PTSA
1393 GARDEN AVE.
FALCON HEIGHTS, MN 55113

22-95/980

7139

DATE 1-10-22

SECURE. UNUS. SUPPORTIVE.
SECURITY. DATA. FROM. SECURITY.



PAY TO THE ORDER OF

State of MN Gambling Board \$ 100.00

one hundred and 00/100 DOLLARS

He Re Ink

North Star Bank
1870 North LaSalle • Roseville, MN 55113 • 651/429-8911
4801 Highway 61 • White Bear Lake, MN 55110 • 651/429-4531
Member FDIC • www.northstarbank.com

MEMO Gamb permit

[Signature]

⑆096000959⑆ 40 35 606⑈ 07139

LOOK FOR FRAUD-DETECTING FEATURES INCLUDING THE SECURITY SQUARE AND HEAT-REACTIVE INK. DETAILS ON BACK.

BLANK PAGE



REQUEST FOR COUNCIL ACTION

Meeting Date	January 25, 2023
Agenda Item	Policy Item G4
Attachment	Policies, Resolution 23-05
Submitted By	Jack Linehan, City Administrator

Item	Data Practice Policies
Description	<p>Minnesota State Statute requires each government body adopt data practice policies. While the City has historically operated on past-practices, it is important to formalize a policy on how to handle data on the two primary subjects: data on the public, and data on a subject.</p> <p><i>MN State Statute 13.025 GOVERNMENT ENTITY OBLIGATION.</i></p> <p><i>Subdivision 1.Data inventory.</i></p> <p><i>The responsible authority shall prepare an inventory containing the authority's name, title, address, and a description of each category of record, file, or process relating to private or confidential data on individuals maintained by the authority's government entity. Forms used to collect private and confidential data may be included in the inventory. The responsible authority shall update the inventory annually and make any changes necessary to maintain the accuracy of the inventory. The inventory must be available from the responsible authority to the public according to the provisions of sections 13.03 and 15.17. The commissioner may require responsible authorities to submit copies of the inventory and may request additional information relevant to data collection practices, policies, and procedures.</i></p> <p><i>Subd. 2.Public data access policy.</i></p> <p><i>The responsible authority shall prepare a written data access policy and update it no later than August 1 of each year, and at any other time as necessary to reflect changes in personnel, procedures, or other circumstances that impact the public's ability to access data.</i></p> <p><i>Subd. 3.Data subject rights and access policy.</i></p> <p><i>The responsible authority shall prepare a written policy of the rights of data subjects under section 13.04 and the specific procedures used by the government entity for access by the data subject to public or private data on individuals. The written policy must be updated no later than August 1 of each year, and at any other time as necessary to reflect changes in personnel, procedures, or other circumstances that impact the public's ability to access data.</i></p> <p>The Act requires cities to develop and adopt a policy each year.</p> <p>The Minnesota Department of Administration provides governmental entities model policies that they may adopt rather than create a policy.</p>

Budget Impact	
Attachment(s)	<ul style="list-style-type: none">• Public Data Access Policy• Data Subject Rights and Access Policy• Resolution 23-05 Approving Policies for the Minnesota Government Data Practices Act
Action(s) Requested	Staff recommends approving the attached resolutions prior to the State of Minnesota's August 1 deadline for approval.

Data Practices Policy For the Public

Minnesota Statutes, sections 13.025 and 13.03 require this policy.

If your entity adopts this model policy, it must notify the Commissioner of Administration per Minnesota Statutes, section 13.073, subd. 6. Please use the notification information at the end of this model policy.

Your Right to See Public Data

The Government Data Practices Act (Minnesota Statutes, Chapter 13) presumes that all government data are public unless a state or federal law says the data are not public. Government data means all recorded information a government entity has, including paper, email, flash drives, CDs, DVDs, photographs, etc.

The law also says that City of Falcon Heights must keep all government data in a way that makes it easy for you to access public data. You have the right to look at (inspect), free of charge, all public data that we keep. You also have the right to get copies of public data. The Data Practices Act allows us to charge for copies. You have the right to look at data, free of charge, before deciding to request copies.

How to Request Public Data

You can ask to look at (inspect) data at our offices, or ask for copies of public data that we keep.

Make a written request. You may make your request by mail, fax, and email. Requests should go to the Responsible Authority or a Designee listed on page 4, using the data request form on page 6.

If you do not use the data request form, your request should:

- Say that you are making a request for public data under the Government Data Practices Act (Minnesota Statutes, Chapter 13).
- Include whether you would like to inspect the data, have copies of the data, or both.
- Provide a clear description of the data you would like to inspect or have copied.

You are not required to identify yourself or explain the reason for your data request. However, you may need to provide us with some personal information for practical reasons (for example: if you want us to mail copies to you, you need to provide us with an address or P.O Box). If we do not understand your request and have no way to contact you, we cannot respond to your request.

How We Will Respond to Your Data Request

Upon receiving your request, we will review it.

- We may ask you to clarify what data you are requesting.
- If we do not have the data, we will notify you in writing within 10 business days.
- If we have the data, but we are not allowed to give it to you, we will tell you as soon as reasonably possible and identify the law that prevents us from providing the data.
- If we have the data, and the data are public, we will respond to your request appropriately and promptly, within a reasonable amount of time by doing one of the following:
 - Arrange a date, time, and place for you to inspect the data at our offices; or
 - We will provide notice to you about our requirement to prepay for copies.
 - You may choose to pick up your copies, or we will mail or email them to you. We will provide electronic copies (such as email or CD-ROM) upon request, if we keep the data in that format and we can reasonably make a copy.
 - Response time may be impacted by the size and/or complexity of your request, and also by the number of requests you make in a given period of time.

- Following our response, if you do not make arrangements within 10 business days to inspect the data or pay for the copies, we will conclude that you no longer want the data and will consider your request closed.

If you do not understand some of the data (technical terminology, abbreviations, or acronyms), please tell the person who provided the data to you. We will give you an explanation if you ask.

The Data Practices Act does not require us to create or collect new data in response to a data request, or to provide data in a specific form or arrangement if we do not keep the data in that form or arrangement. For example, if the data you request are on paper only, we are not required to create electronic documents to respond to your request. If we agree to create data in response to your request, we will work with you on the details of your request, including cost and response time.

We are also not required to respond to questions that are not about your data requests, or requests for government data.

Requests for Summary Data

Summary data are statistical records or reports created by removing identifying information about individuals from entirely private or confidential data.

We will prepare summary data if you make your request in writing and pre-pay/pay for the cost of creating the data.

You may use the data request form on page 6 to request summary data. We will respond to your request within ten business days with the data or details of when the data will be ready and how much we will charge you.

Data Practices Contacts

Responsible Authority / Data Practices Compliance Official

Jack Linehan, City Administrator

Address: 2077 Larpenteur Ave W, Falcon Heights, MN 55113

Phone Number: (651)792-7611

Email: jack.linehan@falocnheights.org

Data Practices Designee(s)

Kelly Nelson, Assistant to the City Administrator

Address: 2077 Larpenteur Ave W, Falcon Heights, MN 55113

Phone Number: (651)792-7617

Email: kelly.nelson@falconheights.org

Brennan Sorensen, Administrative and Communications Coordinator

Address: 2077 Larpenteur Ave W, Falcon Heights, MN 55113

Phone Number: (651)792-7621

Email: brennan.sorensen@falconheights.org

Copy Costs – When You Request Public Data

Minnesota Statutes, section 13.03, subdivision 3(c) allows us to charge for copies.

You must pay for the copies before we will give them to you.

Multiple requests made within the same 10 business-day period will be treated as a single request for the purposes of calculating total copy costs.

If possible, and upon request, we will provide you with an estimation of the total cost of supplying copies.

For 100 or fewer paper copies – 25 cents per page

100 or fewer pages of black and white, letter or legal size paper copies cost 25¢ for a one-sided copy, or 50¢ for a two-sided copy.

Most other types of copies – actual cost

The charge for most other types of copies, when a charge is not set by statute or rule, is the actual cost of searching for and retrieving the data, and making the copies or electronically sending the data.

In determining the actual cost of making copies, we include employee time, the cost of the materials onto which we are copying the data (paper, CD, DVD, etc.), and mailing costs (if any). If your request is for copies of data that we cannot copy ourselves, such as photographs, we will charge you the actual cost we must pay an outside vendor for the copies.

If, based on your request, we find it necessary for a higher-paid employee to search for and retrieve the data, we will calculate search and retrieval charges at the higher salary/wage.

Data Request Form – Requesting Public Data



DATA PRIVACY FORM

REQUEST FOR REVIEW OF PUBLIC RECORDS

I/We, the undersigned, are requesting permission to review the following government records held in the City of Falcon Heights:

Requestor's Information	
Name	
Address	
Phone:	Email
Organization Name	
Property Information	
Name of Homeowner	
Address	
Phone	Email

GOVERNMENT RECORDS (specify)

Signature

Date

FOR OFFICE USE	
Information Received/Sent:	
Designation for Requested Data: <input type="checkbox"/> Public <input type="checkbox"/> Private <input type="checkbox"/> Non-Public <input type="checkbox"/> Confidential <input type="checkbox"/> Protected Non-Public	
City Staff Signature:	Date:
Approval by the City Administrator is necessary for any data determined not to be public.	
City Administrator Signature:	Date:



Note: Inspection is free but the City of Falcon Heights charges for copies as stated on the Fee Schedule:

<https://www.falconheights.org/home/showpublisheddocument/2236/637655759592873046>

We will respond to your request as soon as reasonably possible.

* You do not have to provide any contact information. However, if you want us to mail/email you copies of data, we will need some type of contact information. We also need contact information if we do not understand your request. We will not work on your request until we can clarify it with you.

Notice of Adoption of Model Policies

[Minnesota Statutes, section 13.025, subdivisions 2 and 3](#), require government entities to prepare written policies that relate to public access to government data, and rights of subjects of data and [Minnesota Statutes, section 13.03, subdivision 2](#), requires entities to establish procedures so that data requests are complied with appropriately and promptly.

[Minnesota Statutes, section 13.073, subd. 6](#), requires the Commissioner of Administration to prepare [model policies and procedures](#) to help government entities comply with those requirements. Entities that choose to adopt the Commissioner's model policies must notify the Commissioner. Please use the following statement to notify the Commissioner if you choose to adopt the model policies and procedures.*

Notice to Commissioner of Administration: Adoption of Model Policies

City of Falcon Heights has adopted the Commissioner's Model Policy for the Public and Model Policy for Data Subjects. This notice to the Commissioner satisfies City of Falcon Height's obligation under Minnesota Statutes, section 13.073, subdivision 6.

Jack Linehan

City Administrator

Signed: 1/25/2023

**Government entities may submit this notification by mail or email:*

Commissioner of Administration
c/o Data Practices Office
658 Cedar Street
Suite 320
St. Paul, MN 55155
info.dpo@state.mn.us

Data Practices Policy:

Requests for Data About You and Your Rights as a Data Subject

Minnesota Statutes, sections 13.025 and 13.03 require this policy.

If your entity adopts this model policy, it must notify the Commissioner of Administration per Minnesota Statutes, section 13.073, subd. 6. Please use the notification information at the end of this model policy.

What is a “Data Subject”?

When government has information recorded in any form (paper, harddrive, voicemail, video, email, etc.), that information is called “government data” under the Government Data Practices Act (Minnesota Statutes, Chapter 13). When we can identify you in government data, you are the “data subject” of that data. The Data Practices Act gives you, as a data subject, certain rights. This policy explains your rights as a data subject, and tells you how to request data about you, your minor child, or someone for whom you are the legal guardian.

When Admin Has Data About You

The City of Falcon Heights has data on many people, such as permit applications, licenses and employment applications. We can collect and keep data about you only when we have a legal purpose to have the data. Admin must also keep all government data in a way that makes it easy for you to access data about you.

Government data about an individual have one of three “classifications.” These classifications determine who is legally allowed to see the data. Data about you are classified by state law as public, private, or confidential. Here are some examples:

Public Data

The Data Practices Act presumes that all government data are public unless a state or federal law says that the data are not public. We must give public data to anyone who asks. It does not matter who is asking for the data or why the person wants the data. The following are examples of public data about you that we might have:

- Your name on an application for a business license
- Your name on an application for a building permit
- Your address or other publicly accessible records

Private data

We cannot give private data to the general public. We can share your private data with you, with someone who has your permission, with our government entity staff whose job requires or permits them to see the data, and with others as permitted by law or court order. The following are examples of private data about you that we might have:

- Your social security number
- Your driver’s license number
- Your credit card number

Confidential Data

Confidential data have the most protection. Neither the public nor you can access confidential data even when the confidential data are about you. We can share confidential data about you with our government entity staff who have a work assignment to see the data, and to others as permitted by law or court order. The following is an example of confidential data about you:

- Juvenile case files
- Internal investigations
- Witness reports

Your Rights Under the Government Data Practices Act

As a data subject, you have the following rights.

Access to Your Data

You have the right to look at (inspect), free of charge, public and private data that we keep about you. You also have the right to get copies of public and private data about you. The Data Practices Act allows us to charge for copies. You have the right to look at data, free of charge, before deciding to request copies.

Also, if you ask, we will tell you whether we keep data about you and whether the data are public, private, or confidential.

As a parent, you have the right to look at and get copies of public and private data about your minor children (under the age of 18). As a legally appointed guardian, you have the right to look at and get copies of public and private data about an individual for whom you are appointed guardian.

Minors have the right to ask us not to give data about them to their parent or guardian. If you are a minor, we will tell you that you have this right. We will ask you to put your request in writing and to include the reasons that we should deny your parents access to the data. We will make the final decision about your request based on your best interests.

When We Collect Data From You

When we ask you to provide data about yourself that are not public, we must give you a notice called a Tennessee warning. The notice controls what we do with the data that we collect from you. Usually, we can use and release the data only in the ways described in the notice.

We will ask for your written permission if we need to use or release private data about you in a different way, or if you ask us to release the data to another person. This permission is called informed consent.

Protecting Your Data

The Data Practices Act requires us to protect your data. We have established appropriate safeguards to ensure that your data are safe.

In the unfortunate event that we determine a security breach has occurred and an unauthorized person has gained access to your data, we will notify you as required by law.

When Your Data are Inaccurate or Incomplete

You have the right to challenge the accuracy and/or completeness of public and private data about you. You also have the right to appeal our decision. If you are a minor, your parent or guardian has the right to challenge data about you.

How to Make a Request For Your Data

You can ask to look at (inspect) data at our offices, or ask for copies of data that we have about you, your minor child, or an individual for whom you have been appointed legal guardian.

Make a written request . You may make your request by mail, fax, or email. Also, requests should go to the Responsible Authority or a Designee, using the data request form on page 8.

We recommend using the sample **Data Request Form – Data Subjects** on page 8. If you do not choose to use the data request form, your request should:

- Say that you are making a request as a data subject, for data about you (or your child, or person for whom you are the legal guardian), under the Government Data Practices Act (Minnesota Statutes, Chapter 13).
- Include whether you would like to inspect the data, have copies of the data, or both.
- Provide a clear description of the data you would like to inspect or have copied.
- Provide proof that you are the data subject or data subject's parent/legal guardian.

We require proof of your identity before we can respond to your request for data. If you are requesting data about your minor child, you must show proof that you are the minor's parent. If you are a legal guardian, you must show legal documentation of your guardianship. Please see the Standards for Verifying Identity on page 9. If you do not provide proof that you are the data subject, we cannot respond to your request.

How We Respond to a Data Request

Upon receiving your request, we will review it.

- We may ask you to clarify what data you are requesting.
- We will ask you to confirm your identity as the data subject.
- If we do not have the data, we will notify you in writing within 10 business days.
- If we have the data, but the data are confidential or not public data about someone else, we will notify you within 10 business days and identify the law that prevents us from providing the data.
- If we have the data, and the data are public or private data about you, we will respond to your request by doing one of the following:
 - Arrange a date, time, and place to inspect data in our office, ensuring you have a meaningful opportunity to inspect data within 10 business days of your request at no charge
 - Tell you how much the copies cost, and then provide you with copies of the data within 10 business days and upon payment of charges for the copies. You may choose to pick up your copies, or have us mail or email them to you. We will provide electronic copies (such as email or CD-ROM) upon request, if we keep the data in electronic format and we can reasonably make a copy.

- We will provide notice to you about our requirement to prepay for copies.
- Following our response, if you do not make arrangements with 10 business days to inspect the data or pay for the copies, we will conclude that you no longer want the data and will consider your request closed.
- After we have provided you with your requested data, we do not have to show you the same data again for 6 months unless there is a dispute about the data or we collect or create new data about you.

If you do not understand some of the data (technical terminology, abbreviations, or acronyms), please tell the person who provided the data to you. We will give you an explanation if you ask.

The Data Practices Act does not require us to create or collect new data in response to a data request, or to provide data in a specific form or arrangement if we do not keep the data in that form or arrangement. For example, if the data you request are on paper only, we are not required to create electronic documents to respond to your request. If we agree to create data in response to your request, we will work with you on the details of your request, including cost and response time.

In addition, we are not required to respond to questions that are not about your data requests, or that are not requests for government data.

Data Practices Contacts

Responsible Authority / Data Practices Compliance Official

Jack Linehan, City Administrator

Address: 2077 Larpenteur Ave W, Falcon Heights, MN 55113

Phone Number: (651)792-7611

Email: jack.linehan@falocnheights.org

Data Practices Designee(s)

Kelly Nelson, Assistant to the City Administrator

Address: 2077 Larpenteur Ave W, Falcon Heights, MN 55113

Phone Number: (651)792-7617

Email: kelly.nelson@falconheights.org

Brennan Sorensen, Administrative and Communications Coordinator

Address: 2077 Larpenteur Ave W, Falcon Heights, MN 55113

Phone Number: (651)792-7621

Email: brennan.sorensen@falconheights.org

Copy Costs – Data Subjects

Minnesota Statutes, section 13.04, subdivision 3 allows us to charge for copies.

You must pay for the copies before we will give them to you.

Multiple requests made within the same 10 business-day period will be treated as a single request for the purposes of calculating total copy costs.

If possible, and upon request, we will provide you with an estimation of the total cost of supplying copies.

Actual Cost of Making the Copies

We will charge the actual cost of making copies for data about you. In determining the actual cost, we include the employee-time to create and send the copies, the cost of the materials onto which we are copying the data (paper, CD, DVD, etc.), and mailing costs such as postage (if any).

If your request is for copies of data that we cannot copy ourselves, such as photographs, we will charge you the actual cost we must pay an outside vendor for the copies.

Data Request Form – Data Subject



DATA PRIVACY FORM
REQUEST FOR REVIEW OF PUBLIC RECORDS

I/We, the undersigned, are requesting permission to review the following government records held in the City of Falcon Heights:

Requestor's Information	
Name	
Address	
Phone:	Email
Organization Name	
Property Information	
Name of Homeowner	
Address	
Phone	Email

GOVERNMENT RECORDS (specify)

Signature _____ Date _____

FOR OFFICE USE	
Information Received/Sent:	
Designation for Requested Data: <input type="checkbox"/> Public <input type="checkbox"/> Private <input type="checkbox"/> Non-Public	
<input type="checkbox"/> Confidential <input type="checkbox"/> Protected Non-Public	
City Staff Signature: _____	Date: _____
Approval by the City Administrator is necessary for any data determined not to be public.	
City Administrator Signature: _____	Date: _____



Note: Inspection is free but the City of Falcon Heights charges for copies as stated on the Fee Schedule:
<https://www.falconheights.org/home/showpublisheddocument/2236/637655759592873046>

We will respond to your request within 10 business days

To Be Completed By Staff Member Responding to Data Request:

Identity Confirmed:

Date:

Staff Name:

Standards For Verifying Identity

The following constitute proof of identity:

- An adult individual must provide a valid photo ID, such as
 - a driver's license
 - a state-issued ID
 - a tribal ID
 - a military ID
 - a passport
 - the foreign equivalent of any of the above
- A minor individual must provide a valid photo ID, such as
 - a driver's license
 - a state-issued ID (including a school/student ID)
 - a tribal ID
 - a military ID
 - a passport
 - the foreign equivalent of any of the above
- The parent or guardian of a minor must provide a valid photo ID and either
 - a certified copy of the minor's birth certificate or
 - a certified copy of documents that establish the parent or guardian's relationship to the child, such as
 - a court order relating to divorce, separation, custody, foster care
 - a foster care contract
 - an affidavit of parentage
- The legal guardian for an individual must provide a valid photo ID and a certified copy of appropriate documentation of formal or informal appointment as guardian, such as
 - court order(s)
 - valid power of attorney

Note: Individuals who do not inspect data or pick up copies of data in person may be required to provide either notarized or certified copies of the documents that are required or an affidavit of ID.

Notice of Adoption of Model Policies

[Minnesota Statutes, section 13.025, subdivisions 2 and 3](#), require government entities to prepare written policies that relate to public access to government data, and rights of subjects of data and [Minnesota Statutes, section 13.03, subdivision 2](#), requires entities to establish procedures so that data requests are complied with appropriately and promptly.

[Minnesota Statutes, section 13.073, subd. 6](#), requires the Commissioner of Administration to prepare [model policies and procedures](#) to help government entities comply with those requirements. Entities that choose to adopt the Commissioner's model policies must notify the Commissioner. Please use the following statement to notify the Commissioner if you choose to adopt the model policies and procedures.*

Notice to Commissioner of Administration: Adoption of Model Policies

City of Falcon Heights has adopted the Commissioner's Model Policy for the Public and Model Policy for Data Subjects. This notice to the Commissioner satisfies City of Falcon Heights' obligation under Minnesota Statutes, section 13.073, subdivision 6.

Jack Linehan

City Administrator

Signed: 1/25/2023

**Government entities may submit this notification by mail or email:*

Commissioner of Administration
c/o Data Practices Office
658 Cedar Street
Suite 320
St. Paul, MN 55155
info.dpo@state.mn.us

**CITY OF FALCON HEIGHTS
COUNCIL RESOLUTION**

January 25, 2023

No. 23-05

**RESOLUTION APPROVING POLICIES FOR THE MINNESOTA GOVERNMENT
DATA PRACTICES ACT**

WHEREAS, the Minnesota Government Data Practices Act found at Minnesota Statutes, Chapter 13 (the “Act”) and Minnesota Rules, Chapter 1205 (the “Rules”), regulate government data; and

WHEREAS, S, Minnesota Statutes, Section 13.03, Subdivision 2, Section 13.05, Subdivision 5 and Section 13.025 require the City of Falcon Heights (the “City”) to establish policies regarding the collection, storage, use and dissemination of data under the Act; and

WHEREAS, the updated policies are contained in the following documents, which were submitted to the City Council for its review (collectively, the “Data Practices Policies”):


- City of Falcon Heights Public Records Data Practice Policy
- City of Falcon Heights Data Subjects Data Practice Policy; and

WHEREAS, the City Council has reviewed the Data Practices Policies and finds them to be appropriate and acceptable; and


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

1. Approves the Data Practice Policies

Moved by: *Meyer*

Approved by: 
Randall C. Gustafson
Mayor

GUSTAFSON 5 In Favor
LEEHY
MEYER 0 Against
WEHYEE
WASSENBERG

Attested by: 
Jack Linehan
City Administrator

BLANK PAGE



REQUEST FOR COUNCIL ACTION

Meeting Date	January 25, 2023
Agenda Item	Consent G5
Attachment	State of Minnesota Pay Equity Report
Submitted By	Jack Linehan, City Administrator

Item	Approve State of Minnesota Pay Equity Report
Description	<p>In 1984, the Minnesota Legislature passed the Local Government Pay Equity Act. This act created a three-year cycle whereby each unit of local government is required to provide a report on levels of pay for each class of employee, with the goal of achieving equity among male and female classes. The City of Falcon Heights is required to submit a report by January 31, 2023 based on salary levels as of December 31, 2022. The governing body is required to approve the report before submission.</p> <p>Staff used Minnesota Department of Employee Relations software to tabulate our most recent pay equity report. Using a point system established by the State of Minnesota, the attached report was produced.</p> <p>Due to our small size a statistical analysis is used to determine if we are complaint with state statues. According to the T-Test table provided by the Department of Employee Relations, these levels indicate that there is no underpayment of female employees relative to expected pay.</p>
Budget Impact	
Attachment(s)	<ul style="list-style-type: none"> • State of Minnesota Pay Equity Report
Action(s) Requested	Staff recommends that the Council approve the attached State of Minnesota Pay Equity Report.

Compliance Report

Jurisdiction: Falcon Heights
2077 West Larpenteur Avenue

Report Year: 2023
Case: 1 - 2022 Data (Private (Jur Only))

Falcon Heights, -1 55113

Contact: Jack Linehan

Phone: (651) 792-7611

E-Mail: jack.linehan@falconheights.org

The statistical analysis, salary range and exceptional service pay test results are shown below. Part I is general information from your pay equity report data. Parts II, III and IV give you the test results.
For more detail on each test, refer to the Guide to Pay Equity Compliance and Computer Reports.

I. GENERAL JOB CLASS INFORMATION

	Male Classes	Female Classes	Balanced Classes	All Job Classes
# Job Classes	6	3	0	9
# Employees	7	3	0	10
Avg. Max Monthly Pay per employee	7100.96	5787.20		6706.83

II. STATISTICAL ANALYSIS TEST

A. Underpayment Ratio = 0 *

	Male Classes	Female Classes
a. # At or above Predicted Pay	5	3
b. # Below Predicted Pay	1	0
c. TOTAL	6	3
d. % Below Predicted Pay (b divided by c = d)	16.67	0.00

*(Result is % of male classes below predicted pay divided by % of female classes below predicted pay.)

B. T-test Results

Degrees of Freedom (DF) = 8	Value of T = -4.405
-----------------------------	---------------------

a. Avg. diff. in pay from predicted pay for male jobs = 0

b. Avg. diff. in pay from predicted pay for female jobs = 443

III. SALARY RANGE TEST = 0.00 (Result is A divided by B)

A. Avg. # of years to max salary for male jobs = 0.00

B. Avg. # of years to max salary for female jobs = 0.00

IV. EXCEPTIONAL SERVICE PAY TEST = 50.00 (Result is B divided by A)

A. % of male classes receiving ESP = 66.67 *

B. % of female classes receiving ESP = 33.33

*(If 20% or less, test result will be 0.00)

BLANK PAGE



REQUEST FOR COUNCIL ACTION

Meeting Date	January 25, 2023
Agenda Item	Consent G6
Attachment	Resolution 23-06
Submitted By	Kelly Nelson, Assistant to the City Administrator

Item	Resignation of Shaun Curtin from the Parks and Recreation Commission
Description	Shaun Curtin was appointed in 2020 and has been a great addition to the commission. Staff would like to thank Shaun for his commitment and time while wishing him well in future endeavors.
Budget Impact	N/A
Attachment(s)	<ul style="list-style-type: none"> Resolution 23-06 Resignation of Shaun Curtin from PARC
Action(s) Requested	Staff recommend approval of attached resolution, accepting the resignation of Shaun Curtin from the Parks and Recreation Commission.

**CITY OF FALCON HEIGHTS
COUNCIL RESOLUTION**

January 25, 2023

No. 23-06

**RESOLUTION ACCEPTING THE RESIGNATION OF SHAUN CURTIN FROM THE
FALCON HEIGHTS PARKS AND RECREATION COMMISSION**


WHEREAS, the City appointed Shaun Curtin as a member of the City of Falcon Heights Parks and Recreation Commission in 2020; and

WHEREAS, on January 6, 2023 Mr. Curtin communicated his intent to resign his 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 resignation is accepted by the City Council of the City of Falcon Heights.

Moved by: *Meyer*

Approved by: 
Randall C. Gustafson
Mayor

GUSTAFSON 5 In Favor
MEYER
LEEHY 0 Against
WEHYEE
WASSENBERG

Attested by: 
Jack Linehan
City Administrator

BLANK PAGE



REQUEST FOR COUNCIL ACTION

Meeting Date	January 25, 2023
Agenda Item	Consent G7
Attachment	Application and Resolution 23-07
Submitted By	Kelly Nelson, Assistant to the City Administrator

Item	Appointment of Paula Mielke to the Parks and Recreation Commission
Description	City Staff and a current member of the Parks and Recreation Commission interviewed Paula Mielke for the Parks and Recreation Commission. Paula Mielke is a Falcon Heights resident who is active in the community and has previously served on the Parks and Recreation Commission. She brings valuable historical knowledge and a passion for helping the community.
Budget Impact	N/A
Attachment(s)	<ul style="list-style-type: none"> • Commission Application • Resolution 23-07 Appointment of Paula Mielke to the Parks and Recreation Commission
Action(s) Requested	Staff recommends approval of attached resolution appointing Paula Mielke to the Parks and Recreation Commission.

From: [Falcon Heights, MN](#)
To: [FH Mail](#)
Subject: *NEW SUBMISSION* City Commission Application
Date: Friday, November 4, 2022 2:20:47 PM

Caution: This email originated outside our organization; please use caution.

City Commission Application

Submission #: 2067264
IP Address: 66.41.143.7
Submission Date: 11/04/2022 2:20
Survey Time: 9 minutes, 3 seconds

You have a new online form submission.
Note: all answers displaying "*****" are marked as sensitive and must be viewed after your login.

Please complete form below. Starred items are required. Press submit button to complete your application.

Date and Time

11/04/2022 12:00 AM

Full Name

Paula Mielke

Full Address

1506 Crawford Avenue

How Long At Above Address?

3 years, been a resident of FH since 1990

In Which Capacity Would You Like to Serve?

Parks and Rec Commission. I served on this commission from roughly 2006 to 2008 - Tim was hired when I was on the commission! We held our summer meetings in a park, rotating our meeting locations. We also did our own assessment of the city parks. Two items we discussed adding to our Community Park were a pickle ball court and a splash pad. We were ahead of our time!

What is the Reason You Would Like to Serve?

It saddened me to see how few times the commission met in 2022 due to lack of a quorum. A strong commission that meets on a regularly is essential, especially when the city is making big decisions about our Community Park.

List Prior (Previous) Public Service

Served on Parks and Rec Commission roughly 2006-2008

Other Relevant Background (Other Comments)

Thank you,

Falcon Heights, MN

This is an automated message generated by Granicus. Please do not reply directly to this email.

CITY OF FALCON HEIGHTS
COUNCIL RESOLUTION

January 25, 2023

No. 23-07

RESOLUTION APPOINTING PAULA MIELKE TO THE PARKS AND RECREATION
COMMISSION

WHEREAS, the Parks and Recreation Commission shall serve in an advisory capacity to the City Council regarding the effective, meaningful and equal involvement of Falcon Heights residents in their community.

WHEREAS, City Staff and a current Parks Commissioner have interviewed Paula Mielke and recommend appointment to the Falcon Heights Parks and Recreation Commission.

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

1. That the appointment of Paula Mielke to the Falcon Heights Parks and Recreation Commission is approved and adopted by the City Council of the City of Falcon Heights.

Moved by: *Meyer*

Approved by:


Randall C. Gustafson
Mayor

GUSTAFSON 5 In Favor
LEEHY
MEYER 0 Against
WEHYEE
WASSENBERG

Attested by:


Jack Linehan
City Administrator

BLANK PAGE



REQUEST FOR COUNCIL ACTION

Meeting Date	January 25, 2023
Agenda Item	Consent G8
Attachment	Application and Resolution 23-08
Submitted By	Kelly Nelson, Assistant to the City Administrator

Item	Appointment of Eric Brenton to the Parks and Recreation Commission
Description	City Staff and a current member of the Parks and Recreation Commission interviewed Eric Brenton for the Parks and Recreation Commission. Eric Brenton is a newer resident of Falcon Heights and wants to become more active in the community. Eric has event experience and his ideas and skillset will be valuable in growing the City's events over time.
Budget Impact	N/A
Attachment(s)	<ul style="list-style-type: none"> • Commission Application • Resolution 23-08 Appointment of Eric Brenton to the Parks and Recreation Commission
Action(s) Requested	Staff recommends approval of attached resolution appointing Eric Brenton to the Parks and Recreation Commission.

From: [Falcon Heights, MN](#)
To: [FH Mail](#)
Subject: *NEW SUBMISSION* City Commission Application
Date: Friday, November 4, 2022 1:31:56 PM

Caution: This email originated outside our organization; please use caution.

City Commission Application

Submission #: 2067128
IP Address: 163.116.129.119
Submission Date: 11/04/2022 1:31
Survey Time: 25 minutes, 6 seconds

You have a new online form submission.
Note: all answers displaying "*****" are marked as sensitive and must be viewed after your login.

Please complete form below. Starred items are required. Press submit button to complete your application.

Date and Time

11/04/2022 01:06 PM

Full Name

Eric Brenton

Full Address

1795 Simpson Street

How Long At Above Address?

less than one year

In Which Capacity Would You Like to Serve?

I would like to serve on the Parks and Recreation Commission.

What is the Reason You Would Like to Serve?

Having recently moved to Falcon Heights, buying our house this past June, I'm looking to get more involved with the community and work to improve the lives of our residents. The Parks commission fits my skill set the best due to my long background in events, arts, entertainment, and project management/coordination. I'm also an avid outdoors

person looking to directly help maintain and advocate for our public spaces be they our national parks or just a nice open patch of grass for all to enjoy.

List Prior (Previous) Public Service

This would be my first municipal focused service as an adult. I volunteered in college on a student government commission organization called SCOPE focused on producing concerts for the student population at the University of Iowa. That work encompassed all aspects of event production, promotion, organization and execution, from booking the concert all the way to its settlement and load out. I also served on a committee working to provide arts career opportunities for youth in north Minneapolis.

Other Relevant Background (Other Comments)

As I've mentioned previously, my career path has been in the arts industry, only recently branching out into project coordination at an engineering firm (HDR, Inc). I'm very comfortable with multifaceted problems and problem solving with many stakeholders and tight deadlines. I'm also experienced working with tight budgets, scheduling and having to adapt to quickly changing environments. Previous places I've worked include First Avenue, the Minnesota Orchestra, and VStar Entertainment.

Thank you,

Falcon Heights, MN

This is an automated message generated by Granicus. Please do not reply directly to this email.

CITY OF FALCON HEIGHTS
COUNCIL RESOLUTION

January 25, 2023

No. 23-08

**RESOLUTION APPOINTING ERIC BRENTON TO THE PARKS AND RECREATION
COMMISSION**

WHEREAS, the Parks and Recreation Commission shall serve in an advisory capacity to the City Council regarding the effective, meaningful and equal involvement of Falcon Heights residents in their community.

WHEREAS, City Staff and a current Parks Commissioner have interviewed Eric Brenton and recommend appointment to the Falcon Heights Parks and Recreation Commission.


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

1. That the appointment of Eric Brenton to the Falcon Heights Parks and Recreation Commission is approved and adopted by the City Council of the City of Falcon Heights.

Moved by: *Meyer*

Approved by: 
Randall C. Gustafson
Mayor

GUSTAFSON 5 In Favor
LEEHY
MEYER 0 Against
WEHYEE
WASSENBERG

Attested by: 
Jack Linehan
City Administrator

BLANK PAGE



REQUEST FOR COUNCIL ACTION

Meeting Date	January 25, 2023
Agenda Item	Consent G9
Attachment	N/A
Submitted By	Jack Linehan, City Administrator

Item	Department of Employment and Economic Development (DEED) Grant Payment for the Amber Union Project
Description	<p>The City and Buhl GTA, LP entered into a Sub-Grant Contract on April 22, 2020, which stated, in part, that the City (The Sub Grantor) would disburse grant funds to Buhl GTA, LP (The Sub-Grantee) at the conclusion of the project, in an amount not to exceed \$151,774. The Sub-Grantor will disburse funds in response to a written payment request submitted by the Sub-Grantee. The Sub-Grantee must provide with its written payment request documentation that shows grant-funded Project activities have actually been completed. The Sub-Grantor will disburse the requested amount to the Sub-Grantee within 60 days after receipt of funds from the Grantor.</p> <p>Buhl Investors had requested the City provide DEED with a request for two extensions for the Amber Union Project. The City requested the first extension in September 2020 and was approved. The eligible cleanup was to begin by May 31, 2021, but due to the complexity of the project and HUD delays, Buhl Investors requested to extend the start date to August 1, 2021 with a payment request to be submitted by September 1, 2021.</p> <p>A second extension was requested by Buhl Investors and approved by Council on April 28, 2021.</p> <p>The project has since been completed. The City submitted final reimbursement request amounts of \$102,096.34 to DEED of grant eligible funds. Those were approved and the City has received the check. In return, the City will pass this amount to Buhl as the subgrant recipient.</p>
Budget Impact	Allocated fund for the Amber Union Affordable Housing Project.
Attachment(s)	N/A
Action(s) Requested	Motion to authorize the City Administrator to pay Buhl GTA, LP for the Amber Union Project in the amount of \$102,096.34.

BLANK PAGE



REQUEST FOR COUNCIL ACTION

Meeting Date	January 25, 2023
Agenda Item	Consent G10
Attachment	Service Agreement
Submitted By	Jack Linehan, City Administrator

Item	Approval of Waiving Bid Requirements and Contracting with Landform Professional Services LLC for ALTA Survey of Community Park
Description	<p>As the City works towards the purchase of the Community Park property, one requirement is to perform a survey of the property to define the new boundary lines prior to any subdivision of the property.</p> <p>This is a time-sensitive issue as we work towards a potential closing date. Landform, who served recently as the City’s consulting planner, has a division that does commercial surveying. As we have a relationship with the firm already and they have an understanding of our efforts to purchase the park, staff recommends approving the agreement without receiving the standard multiple quotes to ensure that this process does not delay closing.</p> <p>The cost to complete the survey is \$9,350. An additional optional topography and utilities survey was proposed as well for post-close at a price of \$6,250. It is recommended that we include the topography/utilities option as part of the survey as preparation for future site construction.</p>
Budget Impact	Funds budgeted in the Capital Fund - 419
Attachment(s)	<ul style="list-style-type: none"> • Proposal from Landform
Action(s) Requested	Staff recommends the City Council motions to waive the formal bidding requirements and approve the proposal from Landform for a survey of Community Park.



January 18, 2023

Mr. Jack Linehan
City Administrator
City of Falcon Heights
2077 West Larpenteur Avenue
Falcon Heights, MN 55113
jack.linehan@falconheights.org

RE: Proposal for Community Park Property Split and Alta Survey
2050 Roselawn Avenue, Falcon Heights, Minnesota
Landform Proposal No. P23010

Dear Mr. Linehan,

Thank you for asking us to be a part of the team you are assembling for the Community Park Property Split and Alta Survey. Landform is pleased to submit this Proposal to provide Land Surveying Services for the above referenced project.

It is our understanding that the project consists of preparing a Property Split Survey and Alta Survey certification, with Table A items 1, 2, 3, 4, 7(a), 7(b)(1), 8, 9, 11(a), 13, 16 and 17, for the purchase area. The site is located at 2050 Roselawn Avenue W, Falcon Heights, Minnesota.

Landform is committed to client service and the interdisciplinary fully-integrated site design process that has come to be our signature. Our studios are client-focused, each tailoring their design and production processes to meet the needs of their particular market, client or project type. Our professional staff includes landscape architects, planners, urban designers, civil engineers and land surveyors. We offer you a SensiblyGreen® approach to your site design and development challenges from Site to Finish®.

If you have any questions concerning this proposal or our services, please call me at 612-252-9070. We look forward to working with you.

Sincerely,
Landform Professional Services, LLC

Larry Huhn, LS
Senior Surveyor

COPY: File P23010
ENCL: Project Scope



Professional Services Proposal For

City of Falcon Heights

**COMMUNITY PARK PROPERTY SPLIT AND
ALTA SURVEY
Falcon Heights, MN**

PROJECT TEAM:

Client Manager: Darren Lazan, RLA*
President

Land Surveyor: Larry Huhn, LS*

* Indicated professional registrations are state-dependent; to obtain further information about our state licenses, please contact Human Resources at 612-252-9070

This fee Proposal is valid for 30 days from the creation date noted in the footer. Landform may reissue a revised Proposal upon request if the indicated time period has lapsed.

TABLE OF CONTENTS

A. SCOPE OF SERVICES	4
B. COMPENSATION	4
C. ASSUMPTIONS	6
D. EXCEPTIONS	6
E. FORM OF CONTRACT	8
EXHIBIT A	9
TABLE A	10
SITE PLAN	12
TERMS AND CONDITIONS	13

OWNERSHIP AND USE OF DOCUMENTS:

Consultant's drawings, Specifications, and other documents, including this Proposal, are instruments of Consultant's services for use solely with respect to this Project. Consultant shall be deemed the author of these documents and shall retain all common law, statutory and/or reserved rights, including copyright. Any use or reuse of this Proposal other than its intended use will be considered infringement of Consultant's reserved rights.

A. SCOPE OF SERVICES

The level of our involvement will include the following Scope of Services ("Basic Services"). Naturally, the scale and scope of our efforts depends upon a Client's needs, a clear understanding of our responsibilities and upon the deliverables required. If we have misinterpreted your needs, please let us know and we will make the necessary adjustments to this Proposal.

1. Property Split Survey [10]:

Landform will:

- a) Prepare Property Split Survey. This Survey will include the following property located in Ramsey County, Minnesota with a Property Identification Number (PIN) of: 162923320057, 2050 Roselawn Avenue W, Falcon Heights, Minnesota. This Survey will consist of locating and monumenting the parcel boundary, show and monument the proposed split line and provide the proposed parcel description along with the remnant description.

2. ALTA Survey [11]:

Landform will:

- a) Prepare ALTA/NSPS Land Title Survey for the purchase area. This Survey will include the northerly 940 feet of following property located in Ramsey County, Minnesota with a Property Identification Number (PIN) of: 162923320057, 2050 Roselawn Avenue W, Falcon Heights, Minnesota. This Survey will be made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys. This Survey will be certified to the Client, the Client's lending institution and the title company. This Survey will include items 1, 2, 3, 4, 7(a), 7(b)(1), 8, 9, 11(a), 13, 16 and 17 from Table A of the above referenced 2021 Minimum Standard Detail Requirements. Any recertification of this Survey at a later date will be an additional charge. The limits will extend 15 feet beyond the property boundary.

B. COMPENSATION

- 1) The Basic Services described under the Scope of Services shall be completed on a fixed fee basis as detailed below:

PHASE TASK	BILL TYPE	ASSOCIATED FEE
<i>Property Split Survey [10]</i> Survey	Fixed Fee	\$3,750
<i>ALTA Survey [11]</i> ALTA/ACSM Land Title Survey	Fixed Fee	\$5,600
Total		\$9,350

PHASE TASK - OPTIONAL	BILL TYPE	ASSOCIATED FEE
<i>Add Topography & Utilities (Spring 2023) [10.01]</i> Survey	Fixed Fee	\$6,250
Total		\$6,250

- 2) Hourly phases will be billed on a rate schedule representing approximately 3.0 Direct Labor Multiplier (DLM) unless otherwise agreed in writing.
- 3) Additional Services, as defined in this agreement, will be billed on a rate schedule representing approximately 3.5 Direct Labor Multiplier (DLM), unless otherwise agreed in writing. *Rate table is available upon request.*
- 4) Standard Internal reimbursable expenses associated with prints, plots, scanning and mileage are included in our hourly rates. Deliverable plots and prints will be charged at internal rate.

Internal reimbursable expenses are priced as follows:

Mileage	Based on current IRS rates†
Plotting on Bond	0.50 per square foot
Plotting on Vellum	1.10 per square foot
Plotting on Mylar	2.50 per square foot
Color Printing	1.00 for 8.5 x 11
	2.50 for 8.5 x 14, 11 x 17
Foam Core	25.00 per sheet
Scanning	1.50 per scan
CD/DVD/Thumb drive	10.00 per cd/dvd/thumb drive

†Trips to the site by the Survey Crew are not subject to mileage reimbursement

A. Fuel price increase surcharge: Should retail fuel costs rise above \$4.00 per gallon, Landform reserves the right to add a fuel surcharge equal to the amount of the increase plus overhead and profit.

B. Winter Conditions: Unless otherwise specifically noted in this Proposal, any Services performed on-site by survey crews during the period December 1 through April 1 shall be subject to a Winter Conditions surcharge equal to 20 percent (20%) added to the hourly billing rates for the crew members applied to their time actually spent on-site.

- 5) External reimbursable expenses shall be billed at cost plus 15%.
- 6) Invoices will be sent once a month based on the phase percent complete through the date of billing.
- 7) Payment is due upon receipt of invoice. Unless prior arrangements are made, a 1.5% per month (18% per annum) service charge or the maximum permitted by law, whichever is less, will be assessed against all invoices unpaid for over 30 days. Service charges may be compounded.
- 8) **ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS.**
- 9) **UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.**

C. ASSUMPTIONS

We have based the Proposal on the following assumptions and our understanding of your needs. If we have made any incorrect assumptions, please let us know so that we can modify our Proposal. Any assumptions that prove incorrect may result in Additional Service fees.

1. For the purposes of the ALTA Survey, a current title commitment must be provided by the Client along with copies of the recorded documents referenced in the Schedule B of that title commitment a minimum of one (1) week prior to the agreed upon delivery date of 3 weeks from notice to proceed. If the title work is not provided at the time specified above it should be assumed that the survey will cost more than necessary due to inefficiencies resulting from inadequate information. The ALTA Survey cannot be delivered, even in draft form, without complete title information.
2. This Proposal includes up to four (4) hours dedicated to the recovery of boundary corner monuments to properly establish the subject property's boundary lines. This Proposal also assumes that at least two (2) of the subject property's boundary corners are properly monumented and are in accordance with the legal description provided by the Client. If Landform is unable to locate at least two (2) boundary corner monuments or the monuments that are recovered conflict with the legal description provided, Landform will promptly notify the Client as additional fees may apply.
3. Reasonable care and effort will be made to locate all site features, however, no attempt will be made to excavate any site feature that is covered by earth, snow (6" or deeper), ice, concrete or paving of any kind for this survey. When necessary, a note will be placed on the face of the survey to indicate any such feature that could not be located or any such feature that was located to a precision less than that of the tolerance called for by the 2021 Minimum Standard Detail. Requirements for ALTA/NSPS Land Title Surveys.
4. This Proposal includes an ALTA Survey with up to four (4) hours dedicated to the review of a title commitment provided by the Client. If more than four (4) hours are required to research land title, Additional Services will result.
5. Upon completion of the ALTA Survey, Landform will email a pdf copy to the client and , if requested, up to six (6) signed copies to one of the following Client-requested recipients: the Client; the Client's attorney; the Client's closing agent; or the Client's title company. If additional copies or a different delivery method is required please contact Landform as additional fees will apply.
6. The original ALTA Survey that is signed and emailed/mailed to the Client is deemed complete and accurate, however, in some cases the Client's counsel or the purchasing party's counsel will have objections to said survey. In such cases these objections must be submitted to Landform in writing. Landform will then have three (3) days to respond to these objections and/or make the requested revisions. In the event that these objections contain items outside of the original scope of work and/or require additional trips to the site, the Client will be notified as additional fees may apply. This Proposal fee allows for response to one (1) objection letter, provided the objections fall within the original scope of work and do not require additional trips to the site as noted above.

D. EXCEPTIONS

We have based this Proposal on the following exceptions. Any exceptions added to this scope will be presented as a request for Additional Services. If we have made any incorrect assumptions, please let us know so that we can modify our Proposal.

1. This Proposal includes an ALTA Survey with up to four (4) hours dedicated to establishing the boundary lines as described in the legal description provided to Landform and as further evidenced on the ground. If the

boundary, as evidenced on the ground, is vague or conflicts with adjoining parcels and/or the legal description of the subject property then Landform will notify the Client immediately as additional fees may be required to resolve such issues.

2. This Proposal does not include the resolution of issues resulting from conflicting legal descriptions, legal descriptions containing errors, or property encroachments. If such items are discovered during the course of this survey they will be noted on the map and the Client will be notified.
3. This Proposal includes the preparation of any legal descriptions that may be necessary to complete this project.
4. This Proposal does not include retaining subconsultants.

E. FORM OF CONTRACT

Landform continually strives towards ways of reducing our impact on the environment. Therefore, we are submitting this Proposal to you electronically only. Please print only the signature page, sign, and return the signed page by email, fax or mail as written authorization to proceed. If your company's policy requires hardcopy originals, please contact us to request that hardcopy originals be mailed to your address. A faxed or emailed copy of a signature is as binding as an original. You may also incorporate this Proposal into your standard contract form but, even if we subsequently sign your contract form, in the event of any conflict or inconsistency between this Proposal and Client's standard contract form, this Proposal shall govern. We reserve the right to a) collect as an external reimbursable expense the cost of legal counsel should you elect to use a lengthy contract of your own design, and b) revise our fee Proposal if your contract form assigns additional responsibility or risk to Landform Professional Services. If you instruct us to begin, or allow us to continue performing, Services prior to returning a signed contract it will be understood that all terms of this Proposal, including the attached Terms and Conditions, are acceptable and all parties will be bound by the terms of this Proposal. The attached Terms and Conditions are incorporated by reference and are an integral component of this Proposal.

Landform Professional Services, LLC agrees to perform the Services described in this Proposal under the terms outlined.

The following party accepts the scope, terms and conditions outlined in this Proposal and instructs Landform Professional Services, LLC to proceed with the Services as outlined.



Larry Huhn, LS
Senior Surveyor

January 18, 2023
Date

Landform Federal Tax ID: 27-1199905

City of Falcon Heights



Signed

City Administrator
Title

1/25/23
Date

EXHIBIT A

To (name of insured, if known), (name of lender, if known), (name of insurer, if known), (names of others as negotiated with the client):

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1, 2, 3, 4, 7(a), 7(b)(1), 8, 9, 11(a), 13, 16 and 17 from Table A thereof. The field work was completed on _____.

Date of Plat or Map: _____

By: Larry Huhn, LS
Minnesota License No. 24332
Dated: XX-XX-XXXX
For: Landform Professional Services, LLC
105 South Fifth Avenue
Suite 513
Minneapolis, MN 55401
612.252.9070

TABLE A

OPTIONAL SURVEY RESPONSIBILITIES AND SPECIFICATIONS

NOTE: The twenty (20) items of Table A may be negotiated between the surveyor and client. Any additional items negotiated between the surveyor and client shall be identified as 21(a), 21(b), etc. and explained pursuant to Section 6.D.ii.(g). Notwithstanding Table A Items 5 and 11, if an engineering design survey is desired as part of an ALTA/NSPS Land Title Survey, such services should be negotiated under Table A, Item 21. **If checked, the following optional items are to be included in the ALTA/NSPS LAND TITLE SURVEY, except as otherwise qualified (see note above)**

- 1. Monuments placed (or a reference monument or witness to the corner) at all major corners of the boundary of the property, unless already marked or referenced by existing monuments or witnesses in close proximity to the corner.
- 2. Address(es) of the surveyed property if disclosed in documents provided to or obtained by the surveyor, or observed while conducting the fieldwork.
- 3. Flood zone classification (with proper annotation based on federal Flood Insurance Rate Maps or the state or local equivalent) depicted by scaled map location and graphic plotting only.
- 4. Gross land area (and other areas if specified by the client).
- 5. Vertical relief with the source of information (e.g., ground survey, aerial map), contour interval, datum, and originating benchmark identified.
- 6. (a) If set forth in a zoning report or letter provided to the surveyor by the client, list the current zoning classification, setback requirements, the height and floor space area restrictions, and parking requirements. Identify the date and source of the report or letter.
 (b) If the zoning setback requirements are set forth in a zoning report or letter provided to the surveyor by the client, and if those requirements do not require an interpretation by the surveyor, graphically depict the building setback requirements. Identify the date and source of the report or letter.
- 7. (a) Exterior dimensions of all buildings at ground level.
(b) Square footage of:
 (1) exterior footprint of all buildings at ground level.
 (2) other areas as specified by the client.
 (c) Measured height of all buildings above grade at a location specified by the client. If no location is specified, the point of measurement shall be identified.
- 8. Substantial features observed in the process of conducting the fieldwork (in addition to the improvements and features required pursuant to Section 5 above) (e.g., parking lots, billboards, signs, swimming pools, landscaped areas, substantial areas of refuse).
- 9. Number and type (e.g., disabled, motorcycle, regular and other marked specialized types) of clearly identifiable parking spaces on surface parking areas, lots and in parking structures. Striping of clearly identifiable parking spaces on surface parking areas and lots.
- 10. As designated by the client, a determination of the relationship and location of certain division or party walls with respect to adjoining properties. (client to obtain necessary permissions).
- 11. Evidence of underground utilities existing on or serving the surveyed property (in addition to the observed evidence of utilities required pursuant to Section 5.E.iv.) as determined by:
 (a) plans and/or reports provided by client (with reference as to the sources of information)
 (b) markings coordinated by the surveyor pursuant to a private utility locate request Note to the client, insurer, and lender - With regard to Table A, item 11, information from the sources checked above will be combined with observed evidence of utilities pursuant to Section 5.E.iv. to develop a view of the underground utilities. However, lacking excavation, the exact location of underground features cannot be accurately, completely, and reliably depicted. In addition, in some jurisdictions, 811 or other similar utility locate requests from surveyors may be ignored or result in an incomplete response, in which case the surveyor shall note on the plat or map how this affected the surveyor's assessment of the location of the utilities. Where additional or more detailed information is required, the client is advised that excavation may be necessary.
- 12. As specified by the client, Governmental Agency survey-related requirements (e.g., HUD surveys, surveys for leases on Bureau of Land Management managed lands).
- 13. Names of adjoining owners according to current tax records. If more than one owner, identify the first owner's name listed in the tax records followed by "et al."
- 14. As specified by the client, distance to the nearest intersecting street.
- 15. Rectified orthophotography, photogrammetric mapping, remote sensing, airborne/mobile laser scanning and other similar products, tools or technologies as the basis for the showing the location of certain features (excluding boundaries) where ground measurements are not otherwise necessary to locate those features to an appropriate and acceptable accuracy relative to a nearby boundary. The surveyor shall (a) discuss the ramifications of such methodologies (e.g., the potential precision and completeness of the data gathered thereby) with the insurer, lender, and client prior to the performance of the survey, and (b) place a

note on the face of the survey explaining the source, date, precision, and other relevant qualifications of any such data.

16. Evidence of recent earth moving work, building construction, or building additions observed in the process of conducting the fieldwork.

17. Proposed changes in street right of way lines, if such information is made available to the surveyor by the controlling jurisdiction. Evidence of recent street or sidewalk construction or repairs observed in the process of conducting the fieldwork.

18. Pursuant to Sections 5 and 6 (and applicable selected Table A items, excluding Table A item 1), include as part of the survey any plottable offsite (i.e., appurtenant) easements disclosed in documents provided to or obtained by the surveyor.

19. Professional Liability Insurance policy obtained by the surveyor in the minimum amount of \$1 million to be in effect throughout the contract term. Certificate of Insurance to be furnished upon request, but this item shall not be addressed on the face of the plat or map.

SITE PLAN



TERMS AND CONDITIONS

1.0 CONSULTANT'S SERVICES. Consultant shall perform the services identified in this Proposal and no others unless otherwise agreed and unless Consultant is paid additional compensation in accordance with this Proposal.

1.1 STANDARD OF CARE. Consultant's services shall be performed based on the standard of reasonable professional care for services similar in scope, schedule, and complexity to the services being provided by the Consultant. ALL WARRANTIES, EXPRESS OR IMPLIED, UNDER THIS PROPOSAL OR OTHERWISE, IN CONNECTION WITH THE CONSULTANT'S SERVICES ARE EXPRESSLY DISCLAIMED.

1.2 SCHEDULE. Time limits established by the schedule identified in the Proposal shall not, except for reasonable cause, be exceeded by Consultant or Client. Consultant's compensation shall be equitably adjusted in the event of delays caused by Client, Client's other consultants, or Client's agents. Fees quoted in the Proposal shall be adjusted if services do not commence within 90 days after the date of the Proposal.

1.3 LIMITATIONS UPON AND EXCLUSIONS FROM RESPONSIBILITY DURING CONSTRUCTION: Whether or not the Consultant provides services during construction: (1) The Consultant shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work. (2) The Consultant shall not have control over, or charge of, and shall not be responsible for: construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, including compliance with State or Federal OSHA requirements. (3) To the fullest extent permitted by law, Client shall defend, indemnify, and hold the Consultant harmless from all loss, damage, liability, cost or expense (including but not limited to reasonable attorneys' fees) arising out of or relating to the failure of the Work to conform to the Drawings and Specifications.

2.0 ADDITIONAL SERVICES. In addition to any other Additional Services listed in the Proposal, the following services are excluded from Basic Services and Client shall compensate Consultant for such services, in addition to compensation for Basic Services: (1) Making revisions in Drawings and Specifications or other documents or services (including restaking) when such revisions are (a) inconsistent with approvals, information or instructions previously given, (b) the result of adjustments in Client's requirements, (c) required by enactment, interpretation or revision of codes, laws or regulations subsequent to preparation of such documents, (d) required by the failure of Client or Client's consultants to render decisions or to provide necessary information in a timely manner, (e) imposed by municipal or other authorities as a condition for approval of a project, unless the Drawings, Specifications or other documents clearly were not in compliance with applicable law when submitted for approval, or (f) due to or caused not solely within control of Consultant; (2) Providing any Construction Administration Phase services unless otherwise specified in the Proposal; (3) Providing any services excluded from the Scope of Services identified in the Proposal; (4) Providing any other services not otherwise expressly included in this Proposal.

3.0 CLIENT'S REPRESENTATIONS AND RESPONSIBILITIES. Client at its expense shall promptly provide full information and requirements for the Project, including but not limited to all information in Client's possession or otherwise available to Client, Client's consultants, or Client's agents relating to: the design, construction, and actual or intended use of the Project; as-built information regarding existing structures and improvements; existing surveys describing physical characteristics, legal limitations and utility locations for the site of Project; existing soils information and professional recommendations of soils (geotechnical) engineers; mechanical, electrical, plumbing, structural, and (unless otherwise stated in the Proposal) architectural design for the Project; and all other information reasonably requested by Consultant. Consultant shall be entitled to rely upon the accuracy and completeness of all information furnished by Client. Client shall provide information, render decisions, and make approvals promptly. Client shall retain a qualified Contractor to construct the Project. The person signing this agreement on behalf of Client represents and warrants that Client either owns fee title to, or has the legal right to direct Consultant to perform services in connection with, the site of the Project and that there is presently nothing to prevent Consultant from filing a lien against the site of the Project.

4.0 OWNERSHIP AND USE OF DOCUMENTS. Consultant's Drawings, Specifications, and other documents (including CAD files or other information on electronic media) as well as substantially similar and/or derivative documents prepared by using or copying Consultant's intellectual property (collectively referred to as "Documents"), are instruments of Consultant's service for use solely with respect to this Project. Consultant is the author of these Documents and retains all common law, statutory and/or reserved rights, including copyright. The Documents may not be used on other projects, for addition to this Project or for completion of this Project by others. Client has a royalty-free license to use the Documents for the Project at its current location only. Such license is subject to the express conditions that (a) Client is not in breach of its payment obligations and (b) Consultant is involved in the Project. If either of these conditions cease to exist, Client's license to use the Documents shall immediately terminate without further notice. Submission or distribution of the Documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Consultant, as long as Client is not in breach of the Contract. Any use or reuse of Documents will be at the Consultant's sole discretion and at the Client's sole risk. The Documents are intended to work only on Consultant's computer system. The Consultant makes no representation as to the compatibility of the Documents with other systems. No person other than Client may use or rely upon any Documents, except to the extent Consultant gives written permission in each instance.

5.0 DISPUTE RESOLUTION, GOVERNING LAW. Any claim, dispute or other matter in question arising out of or relating to this Proposal or breach thereof ("Claim") in which the aggregate amount in controversy exclusive of interest, attorneys' fees and costs, is less than or equal to \$100,000 shall be decided by binding arbitration in Minneapolis in accordance with the Construction Industry Rules of the American Arbitration Association. Judgment on any award by the arbitrator(s) shall be enforceable in any court having jurisdiction. Any Claim in which the aggregate amount in controversy, exclusive of interest, attorneys' fees and costs, is greater than \$100,000 shall be resolved by litigation in the State or Federal Court located within Hennepin County, Minnesota. Consultant and Client expressly consent to the exclusive personal jurisdiction and venue of the Minnesota courts for all purposes relating to this Proposal. The parties waive trial by jury. This Proposal shall be governed by Minnesota law, without regard to conflicts of law principles.

6.0 TERMINATION. This Proposal may be terminated by either party upon not less than seven days' written notice should the other party fail to perform in accordance with its terms through no fault of the party initiating termination. Such termination shall not affect the parties' accrued rights and liabilities as of the date of termination. Without limiting the generality of the foregoing, paragraphs 1.1, 1.3, 4.0, 5.0, 7.0, 8.0, and 10.0 of these Terms and Conditions shall survive any cancellation, expiration, or termination of this Proposal.

7.0 MISCELLANEOUS PROVISIONS. (1) Services will be performed based upon limited investigations and no destructive or invasive testing techniques will be employed, unless otherwise agreed in writing. (2) The Client and Consultant have discussed the risks, rewards, and benefits of the Project and Consultant's total fee for its services. The risks have been allocated such that to the fullest extent permitted by law, and for Client to receive the benefit of a fee which includes a reasonable allowance for risks, CONSULTANT'S TOTAL LIABILITY TO CLIENT FOR ANY LOSS, CLAIM OR DAMAGE ARISING OUT OF THE NEGLIGENCE OR OTHER LEGAL FAULT OF CONSULTANT IN PERFORMING ITS SERVICES SHALL BE LIMITED TO THE GREATER OF (I) THE AMOUNT STATED IN THIS PROPOSAL AS COMPENSATION FOR CONSULTANT'S BASIC SERVICES, OR (II) THE LIMITS OF ANY INSURANCE ACTUALLY AVAILABLE TO THE CONSULTANT. Client may eliminate this limitation on liability by notifying Consultant in writing prior to commencement of Consultant's services and tendering, with such written notice, a one-time payment equal to twenty percent (20%) of the amount identified in the Proposal as the Consultant's Basic Compensation. This increased compensation is not the purchase of insurance. (3) In no event shall Consultant be liable for damages for loss of profits, loss of use, loss of revenue, or any or special, indirect or consequential damages of any kind. (4) This Proposal represents the entire and integrated agreement between Client and Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. (5) This Proposal may be amended by written instrument signed by both Client and Consultant or, in the case of Additional Services, by a written confirmation from Consultant to which Client does not object within ten (10) working days.

8.0. PAYMENTS TO CONSULTANT. Payments are due upon presentation of Consultant's invoices.

8.1 NOTICE OF LIEN RIGHTS. (A) ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS. (B) UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.

9.0 BASIS OF COMPENSATION. Client shall compensate Consultant as set forth in the Proposal. AN ESTIMATED FEE IS NOT A FIRM FIGURE. If the scope of or schedule for Consultant's Services is changed materially, the compensation shall be equitably adjusted. Rates and multiples for Additional Services and other services as set forth in the Proposal shall be adjusted annually in accordance with normal salary review practices of Consultant. For Additional Services of Consultant compensation shall be an hourly rate as defined in the Proposal plus reimbursable expenses; or, if agreed by Client and Consultant in writing, a lump sum amount. For additional services of Consultant's consultants, compensation will be 1.0 times the amount billed to Consultant for such services, plus reimbursable expenses. For reimbursable expenses, the Consultant shall be compensated for out-of-pocket expenditures incurred in connection with the services identified in this Proposal, based on 1.0 times actual costs incurred. In addition to other expenses, Consultant will be reimbursed for any applicable sales, use, or similar taxes related to services or products provided under this Proposal which may be imposed by any governmental entity.

10.0 DELAYED PAYMENT; PAYMENT DISPUTES.

10.1 CONDITIONS PRECEDENT TO WITHHOLDING PAYMENT. The Client may not withhold any payments to the Consultant unless the basis of (including all particulars) and amount in dispute are identified and presented in writing to the Consultant not later than the twenty-fifth (25th) calendar day after presentation of the disputed invoice. Objections to invoices not made within this time period are deemed waived. Unless Client proceeds in accordance with this Section 10.1, Client's failure to pay any invoice (either on the Project which is the subject of this proposal or in connection with any other project for which Consultant is providing services to Client) within thirty (30) calendar days after presentation of Consultant's invoice shall constitute just cause for the suspension of services on all projects and the withholding of all deliverables on all projects by the Consultant. Client will pay all of Consultant's costs of collection, including: internal labor costs at the Additional Services rate; reasonable attorneys' fees; and litigation and arbitration costs and fees, in the event Client fails to make timely payment to Consultant in violation of this contract. External fees, costs, and expenses incurred under this clause will be reimbursed at the rate specified in the Proposal for external reimbursable expenses.

10.2 NOTICE OF CLAIMED ERRORS OR OMISSIONS. In consideration of Consultant's providing insurance to cover claims made by Client, Client hereby waives any right of offset as to fees otherwise due to Consultant. Client shall provide written notice, including all known particulars, to Consultant of any claimed errors or omissions in Consultant's services not later than 60 calendar days after Client becomes aware, or in the exercise of reasonable diligence should have become aware, of the existence of such error or omission. Consultant shall be given a reasonable opportunity, during such 60-day period, to investigate and recommend ways of mitigating any alleged damages. Client's failure to provide such notice, and/or Client's failure to provide Consultant a reasonable opportunity to investigate and make recommendations, within the time stated shall constitute an irrevocable waiver of any and all claims, counterclaims, defenses, setoffs, or recoupments Client might have in connection with any such alleged error or omission. In the event Client asserts a claim in violation of this paragraph, or in the event that any other error and omission claim asserted by Client is determined to be without substantial merit, Client shall pay all of Consultant's: internal labor costs at the Additional Services rate; reasonable attorneys' fees; expenses; and arbitration and litigation costs incurred in investigating and defending such claim. External fees, costs, and expenses incurred under this clause will be reimbursed at the rate specified in the Proposal for external reimbursable expenses.

10.3 ERRORS OR OMISSIONS OF CLIENT'S CONSULTANTS. If Client has separately retained other design professionals Client agrees to the fullest extent permitted by law to defend, indemnify, and hold the Consultant harmless from all loss, damage, liability, cost or expense (including but not limited to reasonable attorneys' fees) arising out of or relating to (a) the negligent acts or omissions of such other design professionals, and/or (b) the failure of such other design professionals to carry or maintain professional liability insurance in an amount adequate to protect Client and Consultant from loss.

BLANK PAGE



REQUEST FOR COUNCIL ACTION

Meeting Date	January 25, 2023
Agenda Item	G11
Attachment	Resolution, DCP Agreement
Submitted By	Stephanie Smith, Interim City Engineer

Item	Approve Delegated Contract Process (DCP) Agreement with the Minnesota Department of Transportation (MnDOT) for Federal Aid Funds
Description	<p>The DCP Agreement allows MnDOT to act as an agent for the City of Falcon Heights to accept federal aid funding on the City’s behalf. Pursuant to Minnesota Stat. Sec. 161.36, the Commissioner of Transportation must be appointed as Agent of the City of Roseville to accept, as its agent, federal aid funds which may be made available for eligible transportation related projects. MnDOT may, as required by the Federal Highway Administration (FHWA), review the project to ensure it meets requirements for federal funding.</p> <p>No projects are currently identified for federal aid funding, but if a project is identified for federal aid funding in the future, having this agreement in place will streamline the process for project approval and funding.</p> <p>MnDOT has requested an updated to the DCP Agreement between MnDOT and Falcon Heights, which is included as an attachment. The updated agreement adds “Buy America,” Title IV, and other modifications to comply with current federal law and process.</p> <p>The agreement has no expiration, but may be terminated by either party with a 30-day notice.</p> <p>A resolution approving the agreement is attached.</p>
Budget Impact	There are no budget impacts.
Attachment(s)	<ul style="list-style-type: none"> • Resolution • DCP Agreement
Action(s) Requested	Consider Resolution Approving Delegated Contract Process Agreement with the Minnesota Department of Transportation for Federal Aid Funds.

CITY OF FALCON HEIGHTS
COUNCIL RESOLUTION

January 25, 2023

No. 23-09

**RESOLUTION NO.
RESOLUTION APPROVING DELEGATED CONTRACT PROCESS AGREEMENT
WITH THE MINNESOTA DEPARTMENT OF TRANSPORTATION FOR FEDERAL
AID FUNDS**

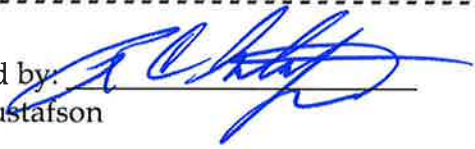
WHEREAS, a Delegated Contract Process (DCP) will allow the Minnesota Department of Transportation (MnDOT) to act as an agent for Falcon Heights to accept Federal Aid funds; and

WHEREAS, MnDOT has requested Falcon Heights enter into an updated agreement.


NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Falcon Heights, Minnesota, that pursuant to Minnesota Stat. Sec. 161.36, the commissioner of Transportation be appointed as Agent of the City of Falcon Heights to accept as its agent, federal aid funds which may be made available for eligible transportation related projects.

BE IT FURTHER RESOLVED, the Mayor and the City Clerk are hereby authorized and directed for and on behalf of the City of Falcon Heights to execute and enter into an agreement with the Commissioner of Transportation prescribing the terms and conditions of said federal aid participation as set forth and contained in "Minnesota Department of Transportation Agency Agreement No. 1052119", a copy of which said agreement was before the City Council and which is made a part hereof by reference.

Moved by: *Meyer*

Approved by: 
Randy Gustafson
Mayor
January 25, 2023

GUSTAFSON 5 In Favor
LEEHY
MEYER 0 Against
WASSENBERG
WEHYEE

Attested by: 
Jack Linehan
City Administrator
January 25, 2023



STATE OF MINNESOTA

AGENCY AGREEMENT

for

FEDERAL PARTICIPATION IN CONSTRUCTION

This Agreement is entered into by and between City of Falcon Heights ("Local Government") and the State of Minnesota acting through its Commissioner of Transportation ("MnDOT").

RECITALS

1. Pursuant to Minnesota Statutes Section 161.36, the Local Government desires MnDOT to act as the Local Government's agent in accepting federal funds on the Local Government's behalf for the construction, improvement, or enhancement of transportation financed either in whole or in part by Federal Highway Administration ("FHWA") federal funds, hereinafter referred to as the "Project(s)"; and
2. This Agreement is intended to cover all federal aid projects initiated by the Local Government and therefore has no specific State Project number associated with it, and
 - 2.1. The Assistance Listing Number (ALN) is 20.205, 20.224, 20.933 or another Department of Transportation ALN as listed on SAM.gov and
 - 2.2. This project is for construction, not research and development.
 - 2.3. MnDOT requires that the terms and conditions of this agency be set forth in an agreement.

AGREEMENT TERMS

1. Term of Agreement; Prior Agreement

- 1.1. **Effective Date.** This Agreement will be effective on the date that MnDOT obtains all required signatures under Minn. Stat. §16C.05, Subd. 2. This Agreement will remain effective until it is superseded or terminated pursuant to section 14.

2. Local Government's Duties

- 2.1. **Designation.** The Local Government designates MnDOT to act as its agent in accepting federal funds on its behalf made available for the Project(s). Details on the required processes and procedures are available on the State Aid Website.
- 2.2. **Staffing.**
 - 2.2.1. The Local Government will furnish and assign a publicly employed and licensed engineer, ("Project Engineer"), to be in responsible charge of the Project(s) and to supervise and direct the work to be performed under any construction contract let for the Project(s). In the alternative, where the Local Government elects to use a private consultant for construction engineering services, the Local Government will provide a qualified, full-time public employee of the Local Government to be in responsible charge of the Project(s). The services of the Local Government to be performed hereunder may not be assigned, sublet, or transferred unless the Local Government is notified in writing by MnDOT that such action is permitted under 23 CFR 1.33 and 23 CFR 635.105 and state law. This written consent will in no way relieve the Local Government from its primary responsibility for performance of the work.

- 2.2.2. During the progress of the work on the Project(s), the Local Government authorizes its Project Engineer to request in writing specific engineering and/or technical services from MnDOT, pursuant to Minnesota Statutes Section 161.39. Such services may be covered by other technical service agreements. If MnDOT furnishes the services requested, and if MnDOT requests reimbursement, then the Local Government will promptly pay MnDOT to reimburse the state trunk highway fund for the full cost and expense of furnishing such services. The costs and expenses will include the current MnDOT labor additives and overhead rates, subject to adjustment based on actual direct costs that have been verified by audit. Provision of such services will not be deemed to make MnDOT a principal or co-principal with respect to the Project(s).
- 2.3. **Pre-letting.** The Local Government will prepare construction contracts in accordance with Minnesota law and applicable Federal laws and regulations.
- 2.3.1. The Local Government will solicit bids after obtaining written notification from MnDOT that the FHWA has authorized the Project(s). Any Project(s) advertised prior to authorization **without permission** will not be eligible for federal reimbursement.
- 2.3.2. The Local Government will prepare the Proposal for Highway Construction for the construction contract, which will include all federal-aid provisions supplied by MnDOT.
- 2.3.3. The Local Government will prepare and publish the bid solicitation for the Project(s) as required by state and federal laws. The Local Government will include in the solicitation the required language for federal-aid construction contracts as supplied by MnDOT. The solicitation will state where the proposals, plans, and specifications are available for the inspection of prospective bidders and where the Local Government will receive the sealed bids.
- 2.3.4. The Local Government may not include other work in the construction contract for the authorized Project(s) without obtaining prior notification from MnDOT that such work is allowed by FHWA. Failure to obtain such notification may result in the loss of some or all of the federal funds for the Project(s). All work included in a federal contract is subject to the same federal requirements as the federal project.
- 2.3.5. The Local Government will prepare and sell the plan and proposal packages and prepare and distribute any addenda, if needed.
- 2.3.6. The Local Government will receive and open bids.
- 2.3.7. After the bids are opened, the Local Government will consider the bids and will award the bid to the lowest responsible bidder or reject all bids. If the construction contract contains a goal for Disadvantaged Business Enterprises (DBEs), the Local Government will not award the bid until it has received certification of the Disadvantaged Business Enterprise participation from the MnDOT Office of Civil Rights.
- 2.3.8. The Local Government must disclose in writing any potential conflict of interest to the Federal awarding agency or MnDOT in accordance with applicable FHWA policy.
- 2.4. **Contract Administration.**
- 2.4.1. The Local Government will prepare and execute a construction contract with the lowest responsible bidder, hereinafter referred to as the "Contractor," in accordance with the special provisions and the latest edition of MnDOT's Standard Specifications for Construction when the contract is awarded and all amendments thereto. All contracts between the Local Government and third parties or subcontractors must contain all applicable provisions of this Agreement, including the applicable federal contract clauses, which are identified in Appendix II of 2 CFR 200, Uniform Administrative

Requirements, Cost Principles and Audit Requirements for Federal Awards, and as identified in Section 18 of this Agreement.

- 2.4.2. The Project(s) will be constructed in accordance with the plans, special provisions, and standard specifications of each Project. The standard specifications will be the latest edition of MnDOT Standard Specifications for Highway Construction and all amendments thereto. The plans, special provisions, and standard specifications will be on file at the Local Government Engineer's Office. The plans, special provisions, and specifications are incorporated into this Agreement by reference as though fully set forth herein.
- 2.4.3. The Local Government will furnish the personnel, services, supplies, and equipment necessary to properly supervise, inspect, and document the work for the Project(s). The services of the Local Government to be performed hereunder may not be assigned, sublet, or transferred unless the Local Government is notified in writing by MnDOT that such action is permitted under 23 CFR 1.33 and 23 CFR 635.105 and state law. This written consent will in no way relieve the Local Government from its primary responsibility for performance of the work.
- 2.4.4. The Local Government will document quantities in accordance with the guidelines set forth in the Construction Section of the Electronic State Aid Manual that are in effect at the time the work was performed.
- 2.4.5. The Local Government will test materials in accordance with the Schedule of Materials Control in effect at the time each Project was let. The Local Government will notify MnDOT when work is in progress on the Project(s) that requires observation by the Independent Assurance Inspector, as required by the Independent Assurance Schedule.
- 2.4.6. The Local Government may make changes in the plans or the character of the work, as may be necessary to complete the Project(s), and may enter into Change Order(s) with the Contractor. The Local Government will not be reimbursed for any costs of any work performed under a change order unless MnDOT has notified the Local Government that the subject work is eligible for federal funds and sufficient federal funds are available.
- 2.4.7. The Local Government will request approval from MnDOT for all costs in excess of the amount of federal funds previously approved for the Project(s) prior to incurring such costs. Failure to obtain such approval may result in such costs being disallowed for reimbursement.
- 2.4.8. The Local Government will prepare reports, keep records, and perform work so as to meet federal requirements and to enable MnDOT to collect the federal aid sought by the Local Government. Required reports are listed in the MnDOT State Aid Manual, Delegated Contract Process Checklist, available from MnDOT's authorized representative. The Local Government will retain all records and reports and allow MnDOT or the FHWA access to such records and reports for six years.
- 2.4.9. Upon completion of the Project(s), the Project Engineer will determine whether the work will be accepted.

2.5. **Limitations.**

- 2.5.1. The Local Government will comply with all applicable Federal, State, and local laws, ordinances, and regulations.
- 2.5.2. **Nondiscrimination.** It is the policy of the Federal Highway Administration and the State of Minnesota that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance (42 U.S.C. 2000d). Through expansion of the mandate for nondiscrimination in Title VI and through parallel legislation, the proscribed bases of discrimination

include race, color, sex, national origin, age, and disability. In addition, the Title VI program has been extended to cover all programs, activities and services of an entity receiving Federal financial assistance, whether such programs and activities are Federally assisted or not. Even in the absence of prior discriminatory practice or usage, a recipient in administering a program or activity to which this part applies is expected to take affirmative action to assure that no person is excluded from participation in, or is denied the benefits of, the program or activity on the grounds of race, color, national origin, sex, age, or disability. It is the responsibility of the Local Government to carry out the above requirements.

2.5.3. **Utilities.** The Local Government will treat all public, private or cooperatively owned utility facilities which directly or indirectly serve the public and which occupy highway rights of way in conformance with 23 CFR 645 "Utilities", which is incorporated herein by reference.

2.6. **Maintenance.** The Local Government assumes full responsibility for the operation and maintenance of any facility constructed or improved under this Agreement.

3. MnDOT's Duties

3.1. **Acceptance.** MnDOT accepts designation as Agent of the Local Government for the receipt and disbursement of federal funds and will act in accordance herewith.

3.2. Project Activities.

3.2.1. MnDOT will make the necessary requests to the FHWA for authorization to use federal funds for the Project(s) and for reimbursement of eligible costs pursuant to the terms of this Agreement.

3.2.2. MnDOT will provide to the Local Government copies of the required Federal-aid clauses to be included in the bid solicitation and will provide the required Federal-aid provisions to be included in the Proposal for Highway Construction.

3.2.3. MnDOT will review and certify the DBE participation and notify the Local Government when certification is complete. If certification of DBE participation (or good faith efforts to achieve such participation) cannot be obtained, then Local Government must decide whether to proceed with awarding the contract. Failure to obtain such certification will result in the Project becoming ineligible for federal assistance, and the Local Government must make up any shortfall.

3.2.4. MnDOT will provide the required labor postings.

3.3. **Authority.** MnDOT may withhold federal funds, where MnDOT or the FHWA determines that the Project(s) was not completed in compliance with federal requirements.

3.4. **Inspection.** MnDOT, the FHWA, or duly authorized representatives of the state and federal government will have the right to audit, evaluate and monitor the work performed under this Agreement. The Local Government will make all books, records, and documents pertaining to the work hereunder available for a minimum of six years following the closing of the construction contract.

4. Time

4.1. The Local Government must comply with all time requirements described in this Agreement. In the performance of this Agreement, time is of the essence.

4.2. The period of performance is defined as beginning on the date of federal authorization and ending on the date defined in the federal financial system or federal agreement ("end date"). **No work completed** after the **end date** will be eligible for federal funding. Local Government must submit all contract close out paperwork to MnDOT at least twenty-four months prior to the **end date**.

5. Payment

- 5.1. **Cost.** The entire cost of the Project(s) is to be paid from federal funds made available by the FHWA and by other funds provided by the Local Government. The Local Government will pay any part of the cost or expense of the Project(s) that is not paid by federal funds. MnDOT will receive the federal funds to be paid by the FHWA for the Project(s), pursuant to Minnesota Statutes § 161.36, Subdivision 2. MnDOT will reimburse the Local Government, from said federal funds made available to each Project, for each partial payment request, subject to the availability and limits of those funds.
- 5.2. **Indirect Cost Rate Proposal/Cost Allocation Plan.** If the Local Government seeks reimbursement for indirect costs and has submitted to MnDOT an indirect cost rate proposal or a cost allocation plan, the rate proposed will be used on a provisional basis. At any time during the period of performance or the final audit of a Project, MnDOT may audit and adjust the indirect cost rate according to the cost principles in 2 CFR Part 200. MnDOT may adjust associated reimbursements accordingly.
- 5.3. **Reimbursement.** The Local Government will prepare partial estimates in accordance with the terms of the construction contract for the Project(s). The Project Engineer will certify each partial estimate. Following certification of the partial estimate, the Local Government will make partial payments to the Contractor in accordance with the terms of the construction contract for the Project(s).
 - 5.3.1. Following certification of the partial estimate, the Local Government may request reimbursement for costs eligible for federal funds. The Local Government's request will be made to MnDOT and will include a copy of the certified partial estimate.
 - 5.3.2. Upon completion of the Project(s), the Local Government will prepare a final estimate in accordance with the terms of the construction contract for the Project(s). The Project Engineer will certify the final estimate. Following certification of the final estimate, the Local Government will make the final payment to the Contractor in accordance with the terms of the construction contract for the Project(s).
 - 5.3.3. Following certification of the final estimate, the Local Government may request reimbursement for costs eligible for federal funds. The Local Government's request will be made to MnDOT and will include a copy of the certified final estimate along with the required records.
 - 5.3.4. Upon completion of the Project(s), MnDOT will perform a final inspection and verify the federal and state eligibility of all payment requests. If the Project is found to have been completed in accordance with the plans and specifications, MnDOT will promptly release any remaining federal funds due the Local Government for the Project(s). If MnDOT finds that the Local Government has been overpaid, the Local Government must promptly return any excess funds.
 - 5.3.5. In the event MnDOT does not obtain funding from the Minnesota Legislature or other funding source, or funding cannot be continued at a sufficient level to allow for the processing of the federal aid reimbursement requests, the Local Government may continue the work with local funds only, until such time as MnDOT is able to process the federal aid reimbursement requests.
- 5.4. **Matching Funds.** Any cost sharing or matching funds required of the Local Government in this Agreement must comply with 2 CFR 200.306.
- 5.5. **Federal Funds.** Payments under this Agreement will be made from federal funds. The Local Government is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for failure to comply with any federal requirements including, but not limited to, 2 CFR Part 200. If, for any reason, the federal government fails to pay part of the cost or expense incurred by the Local Government, or in the event the total amount of federal funds is not available, the Local Government will be responsible for any and all costs or expenses incurred under this Agreement. The Local Government further agrees to pay any and all lawful claims arising out of or incidental to the performance of the work covered by this Agreement in the event the federal government does not pay the same.

5.6. **Closeout.** The Local Government must liquidate all obligations incurred under this Agreement for each Project and submit all financial, performance, and other reports as required by the terms of this Agreement and the Federal award at least twenty-four months prior to the **end date** of the period of performance for each Project. MnDOT will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with funds will continue following project closeout.

6. **Conditions of Payment.** All services provided by Local Government under this Agreement must be performed to MnDOT's satisfaction, as determined at the sole discretion of MnDOT's Authorized Representative, and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Local Government will not receive payment for work found by MnDOT to be unsatisfactory or performed in violation of federal, state, or local law.

7. **Authorized Representatives**

7.1. MnDOT's Authorized Representative is:

Name: Kristine Elwood, or her successor.

Title: State Aid Engineer

Phone: 651-366-4831

Email: Kristine.elwood@state.mn.us

MnDOT's Authorized Representative has the responsibility to monitor Local Government's performance and the authority to accept the services provided under this Agreement. If the services are satisfactory, MnDOT's Authorized Representative will certify acceptance on each invoice submitted for payment.

7.2. The Local Government's Authorized Representative is:

Name: Jesse Freihammer or their successor.

Title: Falcon Heights City Engineer

Phone: 651-792-7042

Email: jesse.freihammer@cityofroseville.com

If the Local Government's Authorized Representative changes at any time during this Agreement, the Local Government will immediately notify MnDOT.

8. **Assignment Amendments, Waiver, and Agreement Complete**

8.1. **Assignment.** The Local Government may neither assign nor transfer any rights or obligations under this Agreement without the prior written consent of MnDOT and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.

8.2. **Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.

8.3. **Waiver.** If MnDOT fails to enforce any provision of this Agreement, that failure does not waive the provision or MnDOT's right to subsequently enforce it.

8.4. **Agreement Complete.** This Agreement contains all negotiations and agreements between MnDOT and the Local Government. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

- 8.5. **Severability.** If any provision of this Agreement, or the application thereof, is found to be invalid or unenforceable to any extent, the remainder of the Agreement, including all material provisions and the application of such provisions, will not be affected and will be enforceable to the greatest extent permitted by the law.
- 8.6. **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.
- 8.7. **Certification.** By signing this Agreement, the Local Government certifies that it is not suspended or debarred from receiving federal or state awards.

9. Liability and Claims

- 9.1. **Tort Liability.** Each party is responsible for its own acts and omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of any others and the results thereof. The Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, governs MnDOT liability.
- 9.2. **Claims.** The Local Government acknowledges that MnDOT is acting only as the Local Government's agent for acceptance and disbursement of federal funds, and not as a principal or co-principal with respect to the Project. The Local Government will pay any and all lawful claims arising out of or incidental to the Project including, without limitation, claims related to contractor selection (including the solicitation, evaluation, and acceptance or rejection of bids or proposals), acts or omissions in performing the Project work, and any *ultra vires* acts. To the extent permitted by law, the Local Government will indemnify, defend (to the extent permitted by the Minnesota Attorney General), and hold MnDOT harmless from any claims or costs arising out of or incidental to the Project(s), including reasonable attorney fees incurred by MnDOT. The Local Government's indemnification obligation extends to any actions related to the certification of DBE participation, even if such actions are recommended by MnDOT.

10. Audits

- 10.1. Under Minn. Stat. § 16C.05, Subd.5, the books, records, documents, and accounting procedures and practices of the Local Government, or any other party relevant to this Agreement or transaction, are subject to examination by MnDOT and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. The Local Government will take timely and appropriate action on all deficiencies identified by an audit.
- 10.2. All requests for reimbursement are subject to audit, at MnDOT's discretion. The cost principles outlined in 2 CFR 200.400-.476 will be used to determine whether costs are eligible for reimbursement under this Agreement.
- 10.3. If Local Government expends \$750,000 or more in Federal Funds during the Local Government's fiscal year, the Local Government must have a single audit or program specific audit conducted in accordance with 2 CFR Part 200.

- 11. **Government Data Practices.** The Local Government and MnDOT must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by MnDOT under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Local Government under this Agreement. The civil remedies of Minn. Stat. §13.08 apply to the release of the data referred to in this clause by either the Local Government or MnDOT.

- 12. **Workers Compensation.** The Local Government certifies that it is in compliance with Minn. Stat. §176.181, Subd. 2, pertaining to workers' compensation insurance coverage. The Local Government's employees and agents will not be considered MnDOT employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission

on the part of these employees are in no way MnDOT's obligation or responsibility.

13. **Governing Law, Jurisdiction, and Venue.** Minnesota law, without regard to its choice-of-law provisions, governs this Agreement. Venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.
14. **Termination; Suspension**
 - 14.1. **Termination by MnDOT.** MnDOT may terminate this Agreement with or without cause, upon 30 days written notice to the Local Government. Upon termination, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
 - 14.2. **Termination for Cause.** MnDOT may immediately terminate this Agreement if MnDOT finds that there has been a failure to comply with the provisions of this Agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that the Local Government has been convicted of a criminal offense relating to a state agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. MnDOT may take action to protect the interests of MnDOT of Minnesota, including the refusal to disburse additional funds and/or requiring the return of all or part of the funds already disbursed.
 - 14.3. **Termination for Insufficient Funding.** MnDOT may immediately terminate this Agreement if:
 - 14.3.1. It does not obtain funding from the Minnesota Legislature; or
 - 14.3.2. If funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Local Government. MnDOT is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. MnDOT will not be assessed any penalty if the Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. MnDOT will provide the Local Government notice of the lack of funding within a reasonable time of MnDOT's receiving that notice.
 - 14.4. **Suspension.** MnDOT may immediately suspend this Agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Local Government during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.
15. **Data Disclosure.** Under [Minn. Stat. § 270C.65](#), Subd. 3, and other applicable law, the Local Government consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to MnDOT, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Local Government to file state tax returns and pay delinquent state tax liabilities, if any.
16. **Fund Use Prohibited.** The Local Government will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Local Government from utilizing these funds to pay any party who might be disqualified or debarred after the Local Government's contract award on this Project.
17. **Discrimination Prohibited by Minnesota Statutes §181.59.** The Local Government will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State of Minnesota, or

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

18. Federal Contract Clauses

18.1. **Appendix II 2 CFR Part 200.** The Local Government agrees to comply with the following federal requirements as identified in 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and agrees to pass through these requirements to its subcontractors and third-party contractors, as applicable. In addition, the Local Government shall have the same meaning as "Contractor" in the federal requirements listed below.

18.1.1. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

18.1.2. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

18.1.3. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

18.1.4. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public

Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- 18.1.5. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- 18.1.6. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- 18.1.7. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 18.1.8. Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 18.1.9. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

18.1.10. Local Government will comply with 2 CFR § 200.323.

18.1.11. Local Government will comply with 2 CFR § 200.216.

18.1.12. Local Government will comply with 2 CFR § 200.322.

18.2. **Drug-Free Workplace.** The Local Government will comply with the Drug-Free Workplace requirements under subpart B of 49 C.F.R. Part 32.

18.3. **Title VI/Non-discrimination Assurances.** The Local Government hereby agrees that, as a condition of receiving any Federal financial assistance under this Agreement, it will comply with Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d), related nondiscrimination statutes (i.e., 23 U.S.C. § 324, Section 504 of the Rehabilitation Act of 1973 as amended, and the Age Discrimination Act of 1975), and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, sex, disability, or age be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the Local Government receives Federal financial assistance.

The Local Government hereby agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035. If federal funds are included in any contract, the Local Government will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. State may conduct a review of the Local Government's compliance with this provision. The Local Government must cooperate with State throughout the review process by supplying all requested information and documentation to State, making Local Government staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by State.

18.4. **Buy America.** The Local Government must comply with the Buy America domestic preferences contained in the Build America, Buy America Act (Sections 70901-52 of the Infrastructure Investment and Jobs Act, Public Law 117-58) and as implemented by US DOT operating agencies.

18.5. **Federal Funding Accountability and Transparency Act (FFATA)**

18.5.1. This Agreement requires the Local Government to provide supplies and/or services that are funded in whole or in part by federal funds that are subject to FFATA. The Local Government is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Local Government provides information to the MnDOT as required.

- a. Reporting of Total Compensation of the Local Government's Executives.
- b. The Local Government shall report the names and total compensation of each of its five most highly compensated executives for the Local Government's preceding completed fiscal year, if in the Local Government's preceding fiscal year it received:
 - i. 80 percent or more of the Local Government's annual gross revenues from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities

Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <https://www.sec.gov/answers/excomp.htm>).

Executive means officers, managing partners, or any other employees in management positions.

- c. Total compensation means the cash and noncash dollar value earned by the executive during the Local Government's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.

18.5.2. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

18.5.3. The Local Government must report executive total compensation described above to the MnDOT by the end of the month during which this Agreement is awarded.

18.5.4. The Local Government will obtain a Unique Entity Identifier number and maintain this number for the term of this Agreement. This number shall be provided to MnDOT on the plan review checklist submitted with the plans for each Project.

18.5.5. The Local Government's failure to comply with the above requirements is a material breach of this Agreement for which the MnDOT may terminate this Agreement for cause. The MnDOT will not be obligated to pay any outstanding invoice received from the Local Government unless and until the Local Government is in full compliance with the above requirements.

[THE REMAINDER OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK.]

