

CITY OF FALCON HEIGHTS  
Regular Meeting of the City Council  
City Hall  
2077 West Larpenteur Avenue  
**AGENDA - AMENDED**  
December 13, 2023 at 7:00 P.M.

- A. CALL TO ORDER: 7:01 pm
- B. ROLL CALL: GUSTAFSON \_\_\_ LEEHY \_\_\_ MEYER \_\_\_  
WASSENBERG \_\_\_ WEHYEE \_\_\_

STAFF PRESENT: LINEHAN ✓

- C. APPROVAL OF AGENDA Leahy 5-0
- D. PRESENTATION

- E. APPROVAL OF MINUTES:  
1. **November 15, 2023 City Council Regular Meeting Minutes**

- F. PUBLIC HEARINGS:  
1. 2024 Truth in Taxation and Budget Presentation

- G. CONSENT AGENDA:
1. General Disbursements through: 12/08/23 \$120,596.31  
Payroll through: 11/30/23 \$21,851.12  
Wire Payments through: 11/30/23 \$14,391.96
  2. Approval of City License(s)
  3. Appointment of City Attorney
  4. Appointment of City Prosecutor
  5. Appointment of City Auditor
  6. Appointment of City Engineer
  - ~~7. Designation of Official Newspaper~~
  7. 2024 Cost of Living Adjustment (COLA)
  8. Statutory Tort Limits Liability Coverage for the City in 2024
  9. Northeast Youth and Family Services Cooperative Service Agreement for 2024
  10. Tubman Legal Services Cooperative Agreement
  11. Personnel Policy Updates
  12. Larpenteur Avenue Streetlights Bid Award
  13. Larpenteur Avenue Streetlights - Professional Services Award for Electrical Engineering
  14. Award of Printing Services Contract to Johnson Litho Graphics
  15. **Appointment of Dean Pope as Senior Maintenance Worker**

- H. POLICY ITEMS:  
1. Amber Flats PUD

Approval

Amber  
Meyer  
Wehyee  
Wassenberg

Nay  
Leahy  
Gustafson

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:

Leahy 5-0

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Regular Meeting of the City Council  
City Hall  
2077 West Larpenteur Avenue

**MINTUES**  
November 15, 2023 at 7:00 P.M.

- A. CALL TO ORDER: 7:01 PM
- B. ROLL CALL: GUSTAFSON\_X\_ LEEHY\_X\_ MEYER \_\_\_  
WASSENBERG\_X\_ WEHYEE\_X\_

STAFF PRESENT: LINEHAN\_X\_ LYNCH\_X\_ MCDOWELL\_POEHLER\_X\_

- C. APPROVAL OF AGENDA

Mayor Gustafson states the agenda was amended, as Policy Item 4. Law Enforcement Contract Update was added.

Councilmember Leehy motions to approve the amended agenda; approved 4-0

- D. PRESENTATION

- E. APPROVAL OF MINUTES:
  - 1. October 25, 2023 City Council Regular Meeting Minutes

Councilmember Wassenberg motions to approve the meeting minutes; approved 4-0

- F. PUBLIC HEARINGS:

- G. CONSENT AGENDA:

- 1. General Disbursements through 11/08/23: \$224,055.81  
Payroll through 10/31/23: \$21,248.22  
Wire Payments through 10/31/23: \$13,519.08
- 2. Approval of City License(s)
- 3. Canvassing Election Results for November 7, 2023
- 4. Construction Cooperation Agreement for Roselawn Avenue
- 5. Resolution in Support of Application for MPCA Brownfield Assessment Grant
- 6. 2024 Ramsey County Select Committee on Recycling & The Environment (SCORE) Grant Submittal and Enter into Agreement with Ramsey County for Funding
- 7. City Administrator Jack Linehan - 18-Month Employee Step Adjustment
- 8. Finance Director Roland Olson - Pay Adjustment
- 9. Authorization for City Administrator to Negotiate and Approve Employee Benefit Plans
- 10. Release of RFP for 2024 Printing Services
- 11. Support for City Administrator Jack Linehan to Participate in Compass Peer Leadership Group

Councilmember Wehyee motions to approve the consent agenda; approved 4-0

Mayor Gustafson thanks Administrator Linehan for his 18 months of employment with the City. He also thanks Roland for his many years of employment. Regarding the election results, Jim Wassenberg will continue as a Councilmember and there will be a new Councilmember starting in January 2024, Paula Mielke. Mayor Gustafson will remain Mayor.

Council echoes Mayor Gustafson's comments.

H. POLICY ITEMS:

1. Amber Flats PUD

Community Development Coordinator Lynch presents the Planned Unit Development Proposal for a 100-unit affordable housing apartment building, Amber Flats, to be located directly to the west of the existing Amber Union Apartments in the overflow parking lot. As this is a larger development with several deviations from City Code, a PUD is the best option to allow for the flexibility being called for. This area is currently zoned R5M, High Density Residential Mixed Use and the proposal meets this intent. The proposal also meets the permitted use and setback requirements. Lynch continues, the proposals does not meet the following city code requirements of maximum height in an R5M district, the impervious service requirement of a maximum of 75 % maximum impervious surface and the off-street parking requirement. Lynch explains that the Planning Commission met on October 24, where they held a Public Hearing on the proposal. After a lengthy discussion, the Planning Commission recommends approval of the project with conditions. All items submitted to the Planning Commission, as well as draft minutes of the public hearing can be found in the City Council agenda packet of November 15, 2023.

Harrison Mohagen, from Buhl Investors, and David Miller from Urban Works, present the proposal to the City Council. Mohagen starts by providing an update on the Amber Union Apartments and an overall history of the project with key take-aways from previous meetings. Mohagen continues by presenting site plans of the proposed development and highlights key characteristics and reasoning behind some of the characteristics of the plan. He states careful thought went into the placement of the building to minimize impact to surround neighbors. The building itself will have a footprint of 23,400 SF and will contain 60 1-bedroom units and 40 2-bedroom units at 60% of AMI.

Miller explains the deviations that are requested. First, the proposed building is slightly higher than City Code requires, because due to poor soil quality and contamination issues they opted to push the building slightly out of the ground to minimize disturbance as well as to accommodate the underground parking requirement. The next deviations are impervious surface and parking. After conversations with the Planning Commission, the plan includes 51 surface parking spaces and 63 underground parking spaces resulting in 1.14 parking stalls per unit, which should meet the demand. The Amber Union Apartment project provides 1.08 parking stalls per unit. Reports from Amber Union property management state that approximately 80% of the current allotted spaces are used despite full occupancy. Miller continues with how the proposed plan will improve curb appeal and pedestrian safety. He then presents renderings of the exterior of the building inspired by the Amber Union building.

Mohagen continued the presentation and gave an overview of the project benefits, looking to the Falcon Heights 2040 Comprehensive Plan. The proposal will provide multifamily housing along a transit line and the Larpenteur Corridor, it will shrink existing pavement surface by .23 acres, it will provide a better pedestrian experience along Larpenteur, provide new patrons for businesses in the area, deliver new housing without impacting parking reserved for Amber Union, and retain trees along the southeast of the site, adjacent to Hollywood Court.

Mohagen addresses parking by stating Amber Union currently only uses 90% of their 135 parking stalls, leaving an excess of 13 stalls. Utilizing the same method and assuming Amber Flats would also utilize only 90% of their 114 stalls, there would be an excess of 11 parking spots, leaving an excess of 24 parking stalls for the two developments.

Finally, Mohagen addresses the Planning Commission comments, specifically security on site. There will be access controlled entries/exits, on-site management office, a maintenance technician and additional exterior and interior camera coverage.

Mayor Gustafson and Miller discuss the traffic impact and right-of-way requirement by Ramsey County. Miller feels comfortable they are in conformance with the right-of-way criteria, but it is under review. Regarding the traffic impact, they are having preliminary discussions with the County and they are on board with the plans, but it would require a traffic study.

Administrator Linehan adds that it is a valid question, but the main focus of tonight's meeting is the three deviations from City Code. The commentary provided by various other agencies is more of a checklist to work through after the PUD would be approved.

Mayor Gustafson appreciates the explanation, but expresses concern about the comments provided by the other agencies.

Miller answers, from a developer's perspective these comments are fairly standard and these concerns will be worked through during the permitting process.

After a conversation about zoning, Mayor Gustafson addresses the three deviations. Two are minimal, but the parking deviation requested is significant. He questions if the plan includes enough parking spaces, even though the property is on Metro Line A.

Mohagen responds stating transit will be an important medium of transportation for tenants. The proposal is based on actual usage at Amber Union, which has a lower parking ratio than the proposed plan and with full occupancy they are using about 90% of the parking spaces. Mohagen adds that as a developer they have to find a balance between the City Code requirement and the cost of building underground parking, while keeping it affordable.

Councilmember Wehyee is in support of an affordable housing plan. He wonders why all units are at 60% of AMI as he believes there is need for units at 30/40% of AMI.

Mohagen answers they have done projects at that percentage in the past in St. Paul. With the current financial state and high interest rates, it is already going to be nearly impossible to get all the financing for 60% of AMI, let alone for 30/40% of AMI.

Councilmember Leehy asks what type of vegetation is going to be used with regards to visibility and safety. She also asks about the hours of on-site management, the technology of the security cameras and evictions.

Mohagen answers the trees will be around 50 feet tall and they continue to work with the community to resolve issues that come up. The on-site management will be there 8/10 hours per day but there is a 24/7 hotline for emergencies and details regarding cameras will need to be straightened out. The evictions are a mix of non-payment and violation of standard practices.

Councilmember Leehy brings up the question of turnover in on-site management.

Mohagen replies the current property manager, who has been there for a majority of the year, created monthly town halls with residents which helped built community within the building. All tenants want a safe and healthy place to live in.

Councilmember Wassenberg asks about access points and if they are monitored, if the PUD legally requires affordable housing and the tenants' cost of parking.

Mohagen states the technology used for access points is very high-tech, it can track a number of things and it is managed from a central hub by the property manager. The PUD does not require the development to be affordable housing and they are exploring what the cost of parking will be for tenants, most likely around \$40.00.

Councilmember Wehyee asks about the anticipated start date of the development and states the amount of parking available raises concerns as the community is worried it will spill into surrounding neighborhoods.

Mohagen explains the development start would mainly depend on securing financing. If all things fall into place, the building would be open Summer 2025. He is aware of the parking concerns, but believes the current plan provides sufficient parking.

Councilmember Wassenberg explains the proposed parking worried him. After doing research, hearing Amber Union parking statistics from the developer, as well as the fact that the proposed building will have less total bedrooms than Amber Union alleviated his concerns.

Mayor Gustafson still feels the parking variance requested is too large and will cause future problems.

Miller and Mohagen addresses the concern by stating that with the data available they feel comfortable with the proposal they are presenting.

City Council opens the item up for the community to provide comment.

Farook Meah - 1597 Hollywood Court.

He is very worried about security, safety and parking on Hollywood Ct. He does not want additional residents parking on Hollywood Court with people parking late at night on the road. There were problems with trash but those were resolved. There was a recent shooting. He has also seen drug use and when the police are called they show up after the fact. This was not an issue 10 years ago. There are laws that everyone should follow.

Graham Engle - 1612 Hollywood Court.

Graham voices his concerns with the proposed development, specifically with parking. He saw a truck parked with a trailer and someone was selling goods out of the trailer close by. The police could not act on it. Graham's son is nervous to play outside after the recent shooting. He is also worried for his kids as they play outside and cars often speed down Hollywood Court. He doesn't necessarily have problem if a few people park on Hollywood Court. Adding another complex with limited parking next to Amber Union worries the resident. He is also worried about how the design of the entrance from Larpenteur Ave. He understands the need for affordable housing, but is generally concerned about safety.

Val Gyurci - 1607 Hollywood Court.

Val also expressed concerns about the design of the entrance from Larpenteur Ave. specifically around State Fair time. She also expresses concerns about the current fence between the Hollywood Court alley and Amber Union. There is a stop sign and the fence is too high making it difficult to see over, causing unsafety. Val is concerned about safety with the addition of an apartment complex, but appreciates the questions Council raised of the developer.

Gary Kwong - 1700 Fry Street.

Gary is in support of adding affordable housing. He appreciates that the developer is aiming for 60% of AML. He supported Amber Union, as multi-bedroom units were needed for first generation refugees because they are used to living together as a big family. He thinks it would be beneficial for City Council to visit Amber Union and to speak with residents about their living experience. He also states it's important to have good management on site that does proper screening of tenants. Evictions happen. Gary believes the higher number of units is needed, to keep Falcon Heights population above 5,000 to be a city of the first class. He understands there are problems, but not everyone commutes to Minneapolis or St. Paul for work. This kind of housing is needed.

Mohagen addresses some comments. The entryway to Amber Flats will be a two-way entrance. He reiterates that the developers are willing to adjust the fence and add a stop sign to enhance safety. They do complete screenings of tenants and try to solve issues as quickly as they can.

Council thanks the developers and residents.

Councilmember Leehy speaks from experience and after speaking with apartment managers, tenants, homeowners and business owners and still has concerns with the traffic flow on Larpenteur as well as the proposed parking. Specifically, during winter time when there are large amounts of snow. She feels there has never been enough parking along Larpenteur for all homeowners and apartments.

Councilmember Wassenberg appreciates Councilmember Leehy's comments, but he does not see overflow of parking happening in his Northhome neighborhood. Council then discusses snow removal regulations and how parking requirements for developments have changed overtime.

Councilmember Leehy expresses concerns about how building a 4-story building will affect surrounding buildings.



Mohagen addresses the building method, pile driving, that will be used is not as impactful. They have used and studied this method with previous developments with no damage to surrounding structures.

Administrator Linehan reads comments from Councilmember Meyer, who could not be present, into the record. He states, I cannot currently support the proposed development. While affordable housing is needed, the scope of this project raises concerns on parking, traffic congestion in the surrounding neighborhood. The proposed parking represents a significant deviation from requirements, which can be problematic for surrounding neighbors. Additionally, the ongoing corridor study merits additional time for consideration before large changes to the corridor are made. He thanks the developer for their application, he remains open to work with the developer on a revised plan.

Councilmember Wehyee makes final remarks regarding the issue. He acknowledges there is a great need for affordable housing and while he had issues with some deviations, those have been addressed. He also understands the residents concerns about safety but believes that needs to be address on a safety level and should have no baring on the proposed development.

Councilmember Wehyee motions to advance Ordinance 23-08 An Ordinance Amending Chapter 113 Of The Falcon Heights City Code Rezoning Certain Property From R-5m To PUD, Planned Unit Development;

ROLL CALL:  
Wehyee - Yes  
Leehy - No, issues regarding parking availability and traffic  
Wassenberg - Yes  
Gustafson - No, parking availability  
Motion fails 2-2

Councilmember Wassenberg motions to direct City Staff to draft final findings of fact; approved 4-0

## 2. Pathway Sidewalk Maintenance Map and Plowing Update

Administrator Linehan explains that as discussed at the previous City Council Workshop meeting on November 1, 2023, policy language was cleaned up and a modification to the map was made by City staff. It is proposed to provide snow removal for certain commercial properties on Larpenteur Ave. City Staff will do targeted outreach and work with the City Attorney on any legal documents that may be needed. With the primary goal of supporting pedestrian traffic and business on Larpenteur Ave.

Councilmember Leehy asks if there is a process for City staff when there are concerns.

Administrator Linehan states City staff reaches out when there is an issue and the problem is often resolved quickly.

Councilmember Wassenberg motions to adopt the Administrative Manual Section 7. Guidelines for Snow and Ice Control; approved 4-0

## 3. Resolution Authorizing the City Administrator to Execute Grant Applications

Administrator Linehan states Whenever possible, city staff look for grant funds available to aid in various City projects, requesting the City Council's prior approval in order to submit the grant application. However, at times, staff are made aware of grants with very little time given to apply, let alone seek prior approval to apply. Rather than time constraints hindering staff from submitting a grant application altogether, Staff requests Council's approval to allow the City Administrator to apply for grant funds when necessary, making sure to inform Council of any grant funds applied for at the earliest convenience. This is a common practice in neighboring cities.

Council discusses what kind of grants this would apply too. They would be grants that aid various City projects. Council agrees this would be beneficial for the City.

Councilmember Leehy motions to approve Resolution 23-75 Authorizing the City Administrator to Execute Certain Grant Applications on Behalf of the City Of Falcon Heights; approved 4-0

#### 4. Law Enforcement Contract Update

Administrator Linehan provides an update on the proposed police services options with the City of St. Paul. Both parties were having positive discussions and wanted to come to an agreement. At the moment, they are at an impasse and administrator Linehan believes they cannot get beyond this currently. The City of St. Paul is understandably concerned about liability and after discussions with the League of Minnesota Cities, Falcon Heights' insurance provider, and the City Attorney it is recommended for Falcon Heights to not take on full liability, because of the unknown risk it poses. Therefore, both parties cannot come to an agreement at this time and discussion are paused.

Administrator Linehan is looking for direction from Council on how to proceed. Back in March of 2023, Falcon Heights executed a clause in their current police contract, where they notified the Sheriff's office that Falcon Heights is exploring other options and does not intend to renew the contract unless we are not able to secure a successor agreement. The Sheriff's office submitted a reply and they cited the same terms as outlined. Now they will start discussion on what this coverage will look like. Administrator Linehan believes this can be beneficial for both parties.

Councilmember Wehyee asks what Consultant Bostrom's role will be in the next phase.

Administrator Linehan replies that this will need to be evaluated.

Council provides Administrator Linehan with direction to enter negotiations with the Sheriff's office to provide police coverage in 2024.

#### I. INFORMATION/ANNOUNCEMENTS:

Councilmember Wassenberg informs Council there was a great run organized to support schools this last weekend.

Councilmember Leehy has no information or announcements.

Councilmember Wehyee has no information or announcements.

Mayor Gustafson states City offices will be closed Thursday and Friday for the Thanksgiving Holiday.

Administrator Linehan informs Council the Parks Commission held an open house meeting on the preliminary Community Park redesign on Monday, November 6<sup>th</sup> at 6:30PM here in the Council Chambers. Next step is the City will be releasing the revised designs/options in the form of a survey, to be released by the end of this week. Residents will get to pick their favorite park layout including amenities, architecture style, and floor plan layout for the new building. He welcomes newly elected City Council Member Paula Mielke.

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.*

Ricé Davis - 1407 California Avenue

Asks when the official swearing in of the new Councilmember will be. Requests the snow maintenance map to be made available to residents. She also asks if the City would consider going back to Roseville for policing.

K. ADJOURNMENT: 10:11 PM

Councilmember Leehy motions to adjourn the meeting; approved 4-0

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Randall C. Gustafson, Mayor

Dated this 15<sup>th</sup> day of November, 2023

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Jack Linehan, City Administrator

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<b>Meeting Date</b>	December 13, 2023
<b>Agenda Item</b>	Public Hearing F1
<b>Attachment</b>	Resolutions(s)
<b>Submitted By</b>	Jack Linehan, City Administrator

<b>Item</b>	2024 Truth in Taxation Hearing to Adopt 2024 Tax Levy and Budget																														
<b>Description</b>	<p>Each year the City Council is required to adopt a budget and tax levy to fund City operations. This action must be completed before the end of the year, and the adopted levy is then provided to Ramsey County so they can produce property tax statements for each parcel in the County. On September 27th, the City Council adopted a preliminary levy and established December 13th as the date at which the public would be given an opportunity to address the Council about the proposed budget and tax levy.</p> <p>Before the Council is a proposed property tax levy of \$2,700,072 and a general fund budget of \$3,513,179. This represents an increase in the proposed levy of 9.12% and an increase in the general fund budget of 13.7%.</p> <p>The levy with a comparison to previous years is detailed below:</p> <table border="1"> <thead> <tr> <th></th> <th>2022 Levy</th> <th>2023 Levy</th> <th>Proposed 2024 Levy</th> <th>% Increase (Decrease)/ 2023 to 2024</th> </tr> </thead> <tbody> <tr> <td>Ad Valorem</td> <td>\$2,166,934</td> <td>\$2,284,612</td> <td>\$2,510,386</td> <td>9.9%</td> </tr> <tr> <td>Debt Service</td> <td>\$193,510</td> <td>\$189,686</td> <td>\$189,686</td> <td>-0%</td> </tr> <tr> <td><b>Total</b></td> <td><b>\$2,360,444</b></td> <td><b>\$2,474,296</b></td> <td><b>\$2,700,072</b></td> <td><b>9.12%</b></td> </tr> </tbody> </table> <p>The general fund budget with a comparison to previous years is detailed below:</p> <table border="1"> <thead> <tr> <th>2021 General Fund Budget</th> <th>2022 General Fund Budget</th> <th>2023 General Fund Budget</th> <th>Proposed 2024 General Fund Budget</th> <th>% Increase 2023 to 2024</th> </tr> </thead> <tbody> <tr> <td>\$2,890,221</td> <td>\$2,937,516</td> <td>\$3,091,322</td> <td>\$3,513,179</td> <td>13.7%</td> </tr> </tbody> </table> <p>Impact on a median valued home in Falcon Heights:</p>		2022 Levy	2023 Levy	Proposed 2024 Levy	% Increase (Decrease)/ 2023 to 2024	Ad Valorem	\$2,166,934	\$2,284,612	\$2,510,386	9.9%	Debt Service	\$193,510	\$189,686	\$189,686	-0%	<b>Total</b>	<b>\$2,360,444</b>	<b>\$2,474,296</b>	<b>\$2,700,072</b>	<b>9.12%</b>	2021 General Fund Budget	2022 General Fund Budget	2023 General Fund Budget	Proposed 2024 General Fund Budget	% Increase 2023 to 2024	\$2,890,221	\$2,937,516	\$3,091,322	\$3,513,179	13.7%
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	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>Change 2023 to 2024</u>
Median Value Home	314,600	309,000	362,150	373,950	11,800
Taxable Median Value	305,674	299,570	357,504	370,366	12,862
Tax Capacity	3,056	2,995	3,575	3,704	129
City Tax Rate	37.813	38.741	35.14	36.94	1.8
City Taxes	1,114	1,161	1,251	1,368	117
<b>Net Change</b>	46	47	96	117	

The impact of this proposed levy on a median valued home, which in 2024 is assessed at \$373,950 (3.3% increase over 2023), is estimated to result in an increase of \$117 in the City portion of the homeowner's taxes.

The City's levy increase of 9.12% is around the average 2024 levy increase for the metro region. The increase in the general fund budget is almost entirely attributed to the increase in the 2024 police contract with the Ramsey County Sheriff's Office, which will total \$1,700,000 or an increase of \$387,130 (29.5% over 2023). Additionally, the budget includes a \$4 million capital program that is the largest in City history, which primarily includes \$3.5 million for the renovation of Community Park.

A full presentation with more details will be presented at the City Council meeting and will be available on the City's website. The 2024 proposed budget is available on the city website here: <https://www.falconheights.org/government/administration/finance>

I want to specifically thank Finance Director Roland Olson and Accountant Alyssa Landberg for their hard work and dedication to bring this budget together.

**Budget Impact**

This budget preserves the core functions of the City's current operations.

**Attachment**

- Resolutions 23-76 Approving 2024 Tax Levy
- Resolution 23-77 Approving 2024 City Budget

Due to the size and cost of printing the 2024 Budget, the document is available on the City's website (<https://www.falconheights.org/home/showdocument?id=2820>) and at City Hall.

<b>Action(s) Requested</b>	Staff recommends that the Falcon Heights City Council hold a public hearing and receive comment. Once the hearing is closed, staff recommends that the City Council adopt attached resolutions regarding the 2024 Tax Levy and regarding the 2024 City of Falcon Heights Budget.
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CITY OF FALCON HEIGHTS  
COUNCIL RESOLUTION

December 13, 2023

No. 23-76

RESOLUTION ADOPTING THE 202<sup>4</sup> TAX LEVY FOR THE CITY OF FALCON  
HEIGHTS, COUNTY OF RAMSEY, STATE OF MINNESOTA

BE IT RESOLVED by the Mayor and City Council of the City of Falcon Heights, County of Ramsey, State of Minnesota, that the following sums of money be levied for the taxes payable 2024, upon the taxable property in the City of Falcon Heights, for the following purposes:

	CERTIFIED LEVY
GENERAL FUND	\$2,510,386
DEBT SERVICE	\$189,686
TOTAL LEVY	\$2,700,072

BE IT FURTHER RESOLVED that the City Administrator is hereby directed to transmit a certified copy of this Resolution to the County Auditor and should extend the tax levy in the amount of \$2,700,072 to be collected for the year 2024.

Moved by: Meyer/Wehjee

Approved by:   
Randall C. Gustafson  
Mayor

GUSTAFSON      5      In Favor  
MEYER            0      Against  
WASSENBERG  
LEEHY  
WEHYEE

Attested by:   
Jack Linehan  
City Administrator



**CITY OF FALCON HEIGHTS  
COUNCIL RESOLUTION**

December 13, 2023

No. 23-77

**RESOLUTION ADOPTING THE 2024 BUDGET**

BE IT RESOLVED by the City Council of the City of Falcon Heights that the General Fund Operating Budget for the year 2024 in the amount of \$3,513,179 and other Fund Budgets as listed are adopted.


Fund Name	Fund Number	Amount (\$)
Park Program Fund	201	47,200
Community Garden	203	1,000
Water Fund	204	291,000
Recycling Fund	206	148,070
Community Development Fund	208	8,800
Street Light Utility	209	39,700
Community Inclusion	210	21,000
GO Improvement Street Series 2023A	306	26,800
GO Improvement Street Series 2017A	316	136,575
GO Improvement Street Series 2021A	313	145,200
General Capital Improvements	401	20,300
Public Safety Capital	402	800
Parks Recreation/Public Facilities Capital	403	3,683,800
TIF District #1-3	414	539,600
TIF District #1-4	415	273,800
Infrastructure Capital	419	601,800
2021 Street Project	426	122,800
Amber Union	428	5,800
2023 Street Project	429	12,000

Moved by: Wassenberg

Approved by:   
Randall C. Gustafson  
Mayor

GUSTAFSON  
MEYER  
LEEHY  
WASSENBERG  
WEHYEE

5 In Favor  
0 Against

Attested by:   
Jack Linehan  
City Administrator

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PACKET: 02944 November 27 Payables  
 VENDOR SET: 01 City of Falcon Heights  
 SEQUENCE : ALPHABETIC  
 DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
<hr/>						
0.	03	CANON FINANCIAL SERVICES				
I-31585357		Copier Contract Charge Nov	163.59			
11/27/2023	APBNK	DUE: 11/27/2023 DISC: 11/27/2023		1099: N		
		Copier Contract Charge Nov		101 4131-87010-000	CITY HALL MAINTENANCE	163.59
=== VENDOR TOTALS ===			163.59			
<hr/>						
01-06290	CITY OF ROSEVILLE					
I-241987		Engineering Oct	6,641.44			
11/27/2023	APBNK	DUE: 11/27/2023 DISC: 11/27/2023		1099: N		
		Engineering Oct		101 4133-80100-000	ENGINEERING SERVICES	649.56
		Engineering 2023 FMP Oct		429 4429-80100-000	ENGINEERING	5,494.23
		Larpenteur Ave Street Lights		419 4419-92500-000	LARPEUR STREET LIGHTS	497.65
=== VENDOR TOTALS ===			6,641.44			
<hr/>						
01-05509	LEAGUE OF MN CITIES					
I-396678		Elected Leaders Institute	350.00			
11/27/2023	APBNK	DUE: 11/27/2023 DISC: 11/27/2023		1099: N		
		Elected Leaders Institute		101 4111-86100-000	CONFERENCES/EDUCATION/TR	350.00
=== VENDOR TOTALS ===			350.00			
=== PACKET TOTALS ===			7,155.03			

PACKET: 02946 November 29 Payables  
 VENDOR SET: 01 City of Falcon Heights  
 SEQUENCE : ALPHABETIC  
 DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
-----	-----	-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
01	61	ANCHOR PAPER COMPANY				
I-10732619		Trash Can Liners	99.50			
11/29/2023	APBNC	DUE: 11/29/2023 DISC: 11/29/2023		1099: N		
		Trash Can Liners		101 4131-70110-000	SUPPLIES	99.50
=== VENDOR TOTALS ===			99.50			
01-05422	BP					
I-202311298683		Fuel	2,186.85			
11/29/2023	APBNC	DUE: 11/29/2023 DISC: 11/29/2023		1099: N		
		Fuel		101 4132-74000-000	MOTOR FUEL & LUBRICANTS	970.35
		Fuel		101 4141-74000-000	MOTOR FUEL & LUBRICANTS	300.00
		Fuel		602 4602-74000-000	FUEL & LUBRICANTS	916.50
=== VENDOR TOTALS ===			2,186.85			
01-03025	COLIN CALLAHAN					
I-202311298684		Flex Payment	2,362.50			
11/29/2023	APBNC	DUE: 11/29/2023 DISC: 11/29/2023		1099: N		
		Flex Payment		101 21711-000	DEPENDENT CARE FLEX PAYA	968.63
		Flex Payment		601 21711-000	DEPENDENT CARE FLEX PAYA	1,110.37
		Flex Payment		602 21711-000	DEPENDENT CARE FLEX PAYA	283.50
=== VENDOR TOTALS ===			2,362.50			
01-03089	CASH					
I-202311298685		Petty Cash	39.90			
11/29/2023	APBNC	DUE: 11/29/2023 DISC: 11/29/2023		1099: N		
		Postage		101 4112-70500-000	POSTAGE	1.59
		Gatorade for Sidewalk Work		101 4132-70120-000	SUPPLIES	9.74
		Postage		101 4112-70500-000	POSTAGE	11.44
		Poinsettias		101 4131-70110-000	SUPPLIES	17.13
=== VENDOR TOTALS ===			39.90			
01-05153	HOME DEPOT CRC/GECF					
I-202311298686		Supplies	305.64			
11/29/2023	APBNC	DUE: 11/29/2023 DISC: 11/29/2023		1099: N		
		Clamps		101 4131-70110-000	SUPPLIES	44.20
		Respirators for Sidewalk Work		101 4132-70120-000	SUPPLIES	74.94
		Epoxy		101 4132-70120-000	SUPPLIES	7.48
		Hockey Rink Supplies		101 4141-70100-000	SUPPLIES	29.97
		Tools		101 4132-70120-000	SUPPLIES	149.05
=== VENDOR TOTALS ===			305.64			

PACKET: 02946 November 29 Payables  
 VENDOR SET: 01 City of Falcon Heights  
 SEQUENCE : ALPHABETIC  
 DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
01-009		LEAGUE OF MN CITIES				
I-396720		Elected Leaders Institute	350.00			
11/29/2023	APBNK	DUE: 11/29/2023 DISC: 11/29/2023		1099: N		
		Elected Leaders Institute		101 4111-86100-000	CONFERENCES/EDUCATION/TR	350.00
I-396722		Elected Leaders Institute	350.00			
11/29/2023	APBNK	DUE: 11/29/2023 DISC: 11/29/2023		1099: N		
		Elected Leaders Institute		101 4111-86100-000	CONFERENCES/EDUCATION/TR	350.00
=== VENDOR TOTALS ===			700.00			
01-05856		LINEBAN, JACK				
I-202311298687		Telephone Reimbursement Nov	60.00			
11/29/2023	APBNK	DUE: 11/29/2023 DISC: 11/29/2023		1099: N		
		Telephone Reimbursement Nov		601 4601-85015-000	CELL PHONE	60.00
=== VENDOR TOTALS ===			60.00			
01-05440		LOFFLER COMPANIES, INC				
I-4533921		Copier Charges Nov	90.90			
11/29/2023	APBNK	DUE: 11/29/2023 DISC: 11/29/2023		1099: N		
		Copier Charges Nov		101 4112-87000-000	REPAIR OFFICE EQUIPMENT	90.90
=== VENDOR TOTALS ===			90.90			
01-05582		MENARDS				
I-202311298688		Supplies	775.23			
11/29/2023	APBNK	DUE: 11/29/2023 DISC: 11/29/2023		1099: N		
		Sweeper Supplies		101 4132-70120-000	SUPPLIES	74.95
		Safety Glasses and Air Filters		101 4131-70110-000	SUPPLIES	51.94
		Electrical Test		101 4131-70110-000	SUPPLIES	29.98
		2 Cord Reels		101 4131-70110-000	SUPPLIES	170.92
		2 Space Heaters		101 4131-70110-000	SUPPLIES	259.98
		Batteries		101 4131-70110-000	SUPPLIES	15.99
		Hockey Boards		101 4141-70100-000	SUPPLIES	171.47
=== VENDOR TOTALS ===			775.23			
01-04875		MOBILE MINI, INC.				
I-9019523312		Warming House for Curtiss Par	1,564.20			
11/29/2023	APBNK	DUE: 11/29/2023 DISC: 11/29/2023		1099: N		
		Warming House for Curtiss Park		101 4141-87120-000	FACILITIES & GROUND MAIN	1,564.20
=== VENDOR TOTALS ===			1,564.20			

PACKET: 02946 November 29 Payables  
 VENDOR SET: 01 City of Falcon Heights  
 SEQUENCE : ALPHABETIC  
 DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
01-0030		OLSON,ROLAND				
I-202311298689		Flex Payment	23.97			
11/29/2023	AFBNK	DUE: 11/29/2023 DISC: 11/29/2023		1099: N		
		Flex Payment		101 21712-000	MEDICAL FLEX SAVINGS PAY	19.90
		Flex Payment		601 21712-000	MEDICAL FLEX SAVINGS PAY	3.60
		Flex Payment		602 21712-000	MEDICAL FLEX SAVINGS PAY	0.47
I-202311298690		Mileage Reimbursement Nov	75.92			
11/29/2023	AFBNK	DUE: 11/29/2023 DISC: 11/29/2023		1099: N		
		Mileage Reimbursement Nov		101 4113-86010-000	MILEAGE	75.92
		=== VENDOR TOTALS ===	99.89			
01-00935		ST PAUL REGIONAL WATER SERVICE				
I-202311298691		CH and Community Park Water	129.86			
11/29/2023	AFBNK	DUE: 11/29/2023 DISC: 11/29/2023		1099: N		
		Community Park Water		101 4141-85040-000	WATER	35.63
		Community Park Sanitary Sewer		601 4601-85075-000	CITY BUILDINGS SANITARY	12.33
		CH Water		101 4131-85040-000	WATER	62.29
		CH Sanitary Sewer		601 4601-85075-000	CITY BUILDINGS SANITARY	19.61
		=== VENDOR TOTALS ===	129.86			
01-05195		TYLER TECHNOLOGIES				
I-025-445307		Annual Software Maintenance	8,539.43			
11/29/2023	AFBNK	DUE: 11/29/2023 DISC: 11/29/2023		1099: N		
		Annual Software Maintenance		101 15500-000	PREPAID EXPENDITURES	8,539.43
		=== VENDOR TOTALS ===	8,539.43			
		=== PACKET TOTALS ===	16,953.90			

PACKET: 02948 December 1 Payables  
 VENDOR SET: 01 City of Falcon Heights  
 SEQUENCE : ALPHABETIC  
 DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
01	28	ALLSTREAM				
I-20061989		Emergency Landline CH Nov	96.84			
12/01/2023	APBNK	DUE: 12/01/2023 DISC: 12/01/2023		1099: N		
		Emergency Landline CH Nov		101 4116-85010-000	TELEPHONE	96.84
=== VENDOR TOTALS ===			96.84			
01-05856	LINEHAN, JACK					
I-202312018692		Dependent Flex Reimbursement	2,093.93			
12/01/2023	APBNK	DUE: 12/01/2023 DISC: 12/01/2023		1099: N		
		Dependent Flex Reimbursement		101 21711-000	DEPENDENT CARE FLEX PAYA	1,842.65
		Dependent Flex Reimbursement		206 21711-000	DEPENDENT CARE FLEX PAYA	104.70
		Dependent Flex Reimbursement		601 21711-000	DEPENDENT CARE FLEX PAYA	83.76
		Dependent Flex Reimbursement		602 21711-000	DEPENDENT CARE FLEX PAYA	62.82
=== VENDOR TOTALS ===			2,093.93			
01-05060	MCQUEEN EQUIPMENT INC					
I-W13042		Sweeper Repair	1,337.65			
12/01/2023	APBNK	DUE: 12/01/2023 DISC: 12/01/2023		1099: N		
		Sweeper Repair		602 4602-83025-000	SWEEPER PARTS/SUPPLIES	1,337.65
=== VENDOR TOTALS ===			1,337.65			
01-06024	ON SITE SANITATION					
I-1643077		Portable Toilet-Comm Park	165.00			
12/01/2023	APBNK	DUE: 12/01/2023 DISC: 12/01/2023		1099: N		
		Portable Toilet-Comm Park		601 4601-85080-000	PORTABLE TOILET PARKS	165.00
I-1643078		Portable Toilet-Curtiss Field	165.00			
12/01/2023	APBNK	DUE: 12/01/2023 DISC: 12/01/2023		1099: N		
		Portable Toilet-Curtiss Field		601 4601-85080-000	PORTABLE TOILET PARKS	165.00
=== VENDOR TOTALS ===			330.00			
01-06185	RAMSEY COUNTY					
I-RISK-002216		January Insurance/HR Admin Fe	639.68			
12/01/2023	APBNK	DUE: 12/01/2023 DISC: 12/01/2023		1099: N		
		January Insurance/HR Admin Fee		101 4112-89000-000	MISCELLANEOUS	639.68
I-RISK-002256		Sept Insurance/HR Admin Fee	951.51			
12/01/2023	APBNK	DUE: 12/01/2023 DISC: 12/01/2023		1099: N		
		Sept Insurance/HR Admin Fee		101 4112-89000-000	MISCELLANEOUS	951.51

PACKET: 02948 December 1 Payables  
 VENDOR SET: 01 City of Falcon Heights  
 SEQUENCE : ALPHABETIC  
 DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
01	.85	RAMSEY COUNTY				( ** CONTINUED ** )
I-RISK-002261		Oct Insurance/HR Admin Fee	992.79			
12/01/2023	APBANK	DUE: 12/01/2023 DISC: 12/01/2023		1099: N		
		Oct Insurance/HR Admin Fee		101 4112-89000-000	MISCELLANEOUS	992.79
== VENDOR TOTALS ==			2,583.98			
01-07898	WSB					
I-R-023655-000-2		Consultant Services -Comm Par	5,066.91			
12/01/2023	APBANK	DUE: 12/01/2023 DISC: 12/01/2023		1099: N		
		Consultant Services -Comm Park		403 4403-91500-000	COMMUNITY PARK LAND/BUIL	5,066.91
== VENDOR TOTALS ==			5,066.91			
01-05870	XCEL ENERGY					
I-202312018693		Elect	46.18			
12/01/2023	APBANK	DUE: 12/01/2023 DISC: 12/01/2023		1099: N		
		Elect		101 4121-85020-000	ELECTRIC	12.79
		Elect		101 4141-85020-000	ELECTRIC/GAS	33.39
== VENDOR TOTALS ==			46.18			
== PACKET TOTALS ==			11,555.49			



PACKET: 02950 DEC 5 PAYABLES  
VENDOR SET: 01 City of Falcon Heights  
SEQUENCE : ALPHABETIC  
DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-00295	AVR, INC					
I-285266		SIDEWALK REPAIR	765.50			
12/05/2023	APBNK	DUE: 12/05/2023 DISC: 12/05/2023		1099: N		
		SIDEWALK REPAIR		419 4419-92005-000	SIDEWALK IMPROVEMENTS	765.50
		=== VENDOR TOTALS ===	765.50			
=====						
01-00875	BHE COMMUNITY SOLAR, LLC					
I-11951295		SOLAR GARDEN ELECT NOV	1,014.86			
12/05/2023	APBNK	DUE: 12/05/2023 DISC: 12/05/2023		1099: N		
		SOLAR GARDEN ELECT NOV		101 4137-85025-000	SOLAR ELECTRIC	1,014.86
		=== VENDOR TOTALS ===	1,014.86			
=====						
01-01039	BUGGS PEST CONTROL					
I-42429		PEST CONTROL	107.38			
12/05/2023	AFBNK	DUE: 12/05/2023 DISC: 12/05/2023		1099: N		
		PEST CONTROL		101 4131-87010-000	CITY HALL MAINTENANCE	107.38
		=== VENDOR TOTALS ===	107.38			
=====						
01-03025	COLIN CALLAHAN					
I-202312058694		FLEX PYMT	208.33			
12/05/2023	APBNK	DUE: 12/05/2023 DISC: 12/05/2023		1099: N		
		FLEX PYMT		101 21711-000	DEPENDENT CARE FLEX PAYA	85.42
		FLEX PYMT		601 21711-000	DEPENDENT CARE FLEX PAYA	97.92
		FLEX PYMT		602 21711-000	DEPENDENT CARE FLEX PAYA	24.99
		=== VENDOR TOTALS ===	208.33			
=====						
01-03583	DELL MARKETING L.P.					
I-10704240954		DELL 24 MONITOR	146.33			
12/05/2023	APBNK	DUE: 12/05/2023 DISC: 12/05/2023		1099: N		
		DELL 24 MONITOR		401 4401-90100-000	FURNITURE & EQUIPMENT	146.33
		=== VENDOR TOTALS ===	146.33			
=====						
01-05115	GOPHER STATE ONE CALL					
I-3110390		NOV LOCATES	37.80			
12/05/2023	APBNK	DUE: 12/05/2023 DISC: 12/05/2023		1099: N		
		NOV LOCATES		601 4601-88030-000	LOCATES	37.80
		=== VENDOR TOTALS ===	37.80			

A/P Regular Open Item Register

12/05/2023 1:55 PM  
 PACKET: 02950 DEC 5 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
01-05045 GRUBER'S POWER EQUIPMENT						
I-01-31083		SKID PLATES FOR JD SNOW BLOWE	251.80	1099: N		
12/05/2023	APBNK	DUE: 12/05/2023 DISC: 12/05/2023		101 4132-70120-000	SUPPLIES	251.80
		SKID PLATES FOR JD SNOW BLOWER				
=== VENDOR TOTALS ===			251.80			
01-05235 JAN-PRO CLEANING SYSTEMS						
I-123139		JANITORIAL SVC DEC	550.00	1099: N		
12/05/2023	APBNK	DUE: 12/05/2023 DISC: 12/05/2023		101 4131-87010-000	CITY HALL MAINTENANCE	550.00
		JANITORIAL SVC DEC				
=== VENDOR TOTALS ===			550.00			
01-05886 KELLY & LEMMONS						
I-61972		NOV PROSECUTIONS	2,500.00	1099: N		
12/05/2023	APBNK	DUE: 12/05/2023 DISC: 12/05/2023		101 4123-80200-000	LEGAL FEES	2,500.00
		NOV PROSECUTIONS				
=== VENDOR TOTALS ===			2,500.00			
01-05856 LINEHAN, JACK						
I-202312058696		FLEX PYMT	262.33	1099: N		
12/05/2023	APBNK	DUE: 12/05/2023 DISC: 12/05/2023		101 21711-000	DEPENDENT CARE FLEX PAYA	183.33
		FLEX PYMT		206 21711-000	DEPENDENT CARE FLEX PAYA	10.42
		FLEX PYMT		601 21711-000	DEPENDENT CARE FLEX PAYA	8.33
		FLEX PYMT		602 21711-000	DEPENDENT CARE FLEX PAYA	6.25
		FLEX PYMT		101 21712-000	MEDICAL FLEX SAVINGS PAY	47.52
		FLEX PYMT		206 21712-000	MEDICAL FLEX SAVINGS PAY	2.70
		FLEX PYMT		601 21712-000	MEDICAL FLEX SAVINGS PAY	2.16
		FLEX PYMT		602 21712-000	MEDICAL FLEX SAVINGS PAY	1.62
		FLEX PYMT				
=== VENDOR TOTALS ===			262.33			
01-05908 METRO-INET						
I-1643		ADOBE ACROBAT SUBSCRIPTION	85.00	1099: N		
12/05/2023	APBNK	DUE: 12/05/2023 DISC: 12/05/2023		101 4116-85070-000	TECHNICAL SUPPORT	85.00
		ADOBE ACROBAT SUBSCRIPTION				
=== VENDOR TOTALS ===			85.00			

PACKET: 02950 DEC 5 PAYABLES  
 VENDOR SET: 01 City of Falcon Heights  
 SEQUENCE : ALPHABETIC  
 DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #			
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----		DISTRIBUTION
=====							
01-05665		METROPOLITAN COUNCIL					
I-1165572		JAN WASTE WATER SVCS	63,338.36				
12/05/2023	APBNK	DUE: 12/05/2023 DISC: 12/05/2023		1099: N			
		JAN WASTE WATER SVCS		101 15500-000	PREPAID EXPENDITURES		63,338.36
		=== VENDOR TOTALS ===	63,338.36				
=====							
01-06551		SANDSTROM LAND MANAGEMENT					
I-120423		LINDIG CIRCLE BASIN DRESSING	5,498.00				
12/05/2023	APBNK	DUE: 12/05/2023 DISC: 12/05/2023		1099: N			
		LINDIG CIRCLE BASIN DRESSING		426 4426-92400-000	2021 STREET PROJECT		5,498.00
		=== VENDOR TOTALS ===	5,498.00				
=====							
01-05374		TENNIS SANITATION LLC					
I-3771304		RECYCLING NOV	8,453.25				
12/05/2023	APBNK	DUE: 12/05/2023 DISC: 12/05/2023		1099: N			
		RECYCLING NOV		206 4206-82030-000	RECYCLING CONTRACTS		8,453.25
		771305 RECYCLIG SWMT AND CEC NOV	66.50				
12/05/2023	APBNK	DUE: 12/05/2023 DISC: 12/05/2023		1099: N			
		RECYCLIG SWMT AND CEC NOV		101 4131-87010-000	CITY HALL MAINTENANCE		66.50
		=== VENDOR TOTALS ===	8,519.75				
		=== PACKET TOTALS ===	83,285.44				

PACKET: 02952 DEC 8 PAYABLES

VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

POST DATE	BANK CODE	-----ID-----	-----DESCRIPTION-----	GROSS DISCOUNT	P.O. # G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====							
01-00119			ALL STATE COMMUNICATIONS				
-----							
I-339941			CABLING FOR WI-FI	690.00			
12/08/2023	APBNK		DUE: 12/08/2023 DISC: 12/08/2023		1099: N		
			CABLING FOR WI-FI		401 4401-90100-000	FURNITURE & EQUIPMENT	690.00
			CABLING FOR WI-FI		401 4401-90100-000	FURNITURE & EQUIPMENT	0.00
			=== VENDOR TOTALS ===	690.00			
=====							
01-03025			COLIN CALLAHAN				
-----							
I-202312088697			FLEX PAYMENT	112.50			
12/08/2023	APBNK		DUE: 12/08/2023 DISC: 12/08/2023		1099: N		
			FLEX PAYMENT		101 21711-000	DEPENDENT CARE FLEX PAYA	46.13
			FLEX PAYMENT		601 21711-000	DEPENDENT CARE FLEX PAYA	52.88
			FLEX PAYMENT		602 21711-000	DEPENDENT CARE FLEX PAYA	13.49
			=== VENDOR TOTALS ===	112.50			
=====							
01-05058			JOSH JORDAN				
-----							
I-202312088698			TAE KWON INSTR 11/1 -12/21	793.60			
12/08/2023	APBNK		DUE: 12/08/2023 DISC: 12/08/2023		1099: Y		
			TAE KWON INSTR 11/1 -12/21		201 4201-87700-000	INSTRUCTOR-SPECIALTY CLA	793.60
			=== VENDOR TOTALS ===	793.60			
=====							
01-06185			RAMSEY COUNTY				
-----							
I-PUBW 020085			EMERG PRE EMPTION SYSTM DEC22	50.35			
12/08/2023	APBNK		DUE: 12/08/2023 DISC: 12/08/2023		1099: N		
			EMERG PRE EMPTION SYSTEM DEC22		101 4132-87000-000	REPAIR EQUIPMENT	50.35
			=== VENDOR TOTALS ===	50.35			
			=== PACKET TOTALS ===	1,646.45			

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

PAY PERIOD ENDING 11/30/2023  
DIRECT DEPOSIT EFFECTIVE DATE 11/27/2023

EMP #	NAME	AMOUNT
( )022	RANDALL C GUSTAFSON	293.07
01-0023	MELANIE M LEEHY	262.05
01-0025	YAKASAH WEHYEE	262.05
01-0027	ERIC G MEYER	262.05
01-0028	JAMES J WASSENBERG	262.05
01-1006	JACK LINEHAN	3,112.42
01-1027	KELLY A NELSON	2,426.67
01-1029	ELKE VAN DER WERFF	1,705.70
01-1136	ROLAND O OLSON	2,990.25
01-1162	ALYSSA LANDBERG	1,009.59
01-1028	HANNAH B LYNCH	2,692.17
01-1167	DAVID S SIMONS	1,547.35
01-2277	MARK C HOVE	59.23
01-1033	DAVE TRETSVEN	1,946.63
01-1143	COLIN B CALLAHAN	2,711.33

TOTAL PRINTED: 15 21,542.61

11-27-2023 6:23 AM PAYROLL CHECK REGISTER  
PAYROLL NO: 01 City of Falcon Heights

PAGE: 1  
PAYROLL DATE: 11/27/2023

EMP NO	EMPLOYEE NAME	TYPE	CHECK DATE	CHECK AMOUNT	CHECK NO.
115-	NEIS, ADRIAN J	R	11/27/2023	308.51	092739

11-27-2023 6:23 AM PAYROLL CHECK REGISTER  
PAYROLL NO: 01 City of Falcon Heights

PAGE: 2  
PAYROLL DATE: 11/27/2023

\*\*\* REGISTER TOTALS \*\*\*

REGULAR CHECKS:	1	308.51
DIRECT DEPOSIT REGULAR CHECKS:	15	21,542.61
MANUAL CHECKS:		
PRINTED MANUAL CHECKS:		
DIRECT DEPOSIT MANUAL CHECKS:		
VOIDED CHECKS:		
NON CHECKS:		
TOTAL CHECKS:	16	21,851.12

\*\*\* NO ERRORS FOUND \*\*\*

\*\* END OF REPORT \*\*

WIRE PAYMENTS

NOV 30 Payroll

Fed With	8,260.93
St With	1,450.79
Pera	4,480.24
ICMA	200.00
Child supp	<u>-</u>
	14,391.96

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<b>Meeting Date</b>	December 13, 2023
<b>Agenda Item</b>	Consent G2
<b>Attachment</b>	N/A
<b>Submitted By</b>	Kelly Nelson Assistant to the City Administrator

<b>Item</b>	Approval of City License(s)
<b>Description</b>	<p>The following individuals/entities have applied for a <u>Municipal Business License</u> for 2024. Staff have received the necessary documents for licensure.</p> <ol style="list-style-type: none"> <li>1. Cox Insurance Associates</li> <li>2. DM Massage</li> <li>3. The Good Acre</li> <li>4. Spire Credit Union</li> </ol> <p>The following individuals/entities have applied for a <u>Massage Therapy</u> for 2024. Staff have received the necessary documents for licensure.</p> <ol style="list-style-type: none"> <li>1. DM Massage, Diane Marshman</li> </ol> <p>The following individuals/entities have applied for a <u>Refuse &amp; Recycling Hauler License</u> for 2024. Staff have received the necessary documents for licensure.</p> <ol style="list-style-type: none"> <li>1. Aspen Waste Systems of Minnesota, Inc.</li> <li>2. Waste Management Inc.</li> </ol> <p>The following individuals/entities have applied for a <u>Multifamily Rental Dwelling License</u> for 2024. Staff have received the necessary documents for licensure.</p> <ol style="list-style-type: none"> <li>1. John McDonald; 1490 Larpenteur Ave. W.</li> <li>2. Skigh Development, LLC / Arnold Kubei; 1707 Lindig Street</li> <li>3. Larpenteur Place Apartments / Arnold Kubei; 1466, 1472 and 1486 Larpenteur Ave. W.</li> <li>4. Buhl GTA LP dba Amber Union Apartments; 1667 Snelling Ave. N. East Building and 1667 Snelling Ave. N. West Building</li> </ol> <p>The following individuals/entities have applied for a <u>Restaurant License</u> for 2022. Staff have received the necessary documents for licensure.</p> <ol style="list-style-type: none"> <li>1. Slice of Falcon Heights dba Toppers Pizza</li> </ol> <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>1. Slice of Falcon Heights dba Toppers Pizza</p> <p>The following individuals/entities have applied for a <u>Restaurant License</u> for 2024. Staff have received the necessary documents for licensure.</p> <ol style="list-style-type: none"> <li>1. Slice of Falcon Heights dba Toppers Pizza</li> <li>2. New Fresh Wok</li> </ol> <p>*Toppers Pizza has not held a city-issued Restaurant License in multiple years. This was due to a few factors such as City Staff turnover, a change in ownership for Toppers and contact information unknown for a period of time. City Staff began corresponding with the current owners a year ago, when a partial payment was made. Toppers has now paid in full for years 2022, 2023 and 2024.</p> <p>The following individuals/entities have applied for a <u>Liquor License</u> for 2024. Staff have received the necessary documents for licensure.</p> <ol style="list-style-type: none"> <li>1. New Fresh Wok</li> </ol>
	N/A
<b>Attachment(s)</b>	N/A
<b>Action(s) Requested</b>	Staff recommends approval of the City license applications contingent on background checks and fire inspections as required.

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<b>Meeting Date</b>	December 13, 2023
<b>Agenda Item</b>	Consent G3
<b>Attachment</b>	N/A
<b>Submitted By</b>	Jack Linehan, City Administrator

<b>Item</b>	Appointment of City Attorney
<b>Description</b>	Falcon Heights has used the law firm of Campbell Knutson, P.A. for Civil Attorney services for many years. Andrea McDowell-Poehler is the main contact, but the City uses various attorneys in the firm for our daily needs.
<b>Budget Impact</b>	Funds have been allocated in the 2024 Budget.
<b>Attachment(s)</b>	N/A
<b>Action(s) Requested</b>	Staff recommends that the Falcon Heights City Council approve the law firm of Campbell Knutson, P.A. for civil legal services for 2024.

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<b>Meeting Date</b>	December 13, 2023
<b>Agenda Item</b>	Consent G4
<b>Attachment</b>	N/A
<b>Submitted By</b>	Jack Linehan, City Administrator

<b>Item</b>	Designation of Prosecuting Attorney
<b>Description</b>	Each year the City of Falcon Heights designates a prosecuting attorney. This person works closely with the Ramsey County Sheriff's Office and City Staff in prosecuting all misdemeanor and felony level offenses as well as ordinance violations. Kelly & Lemmons has been our prosecutor since 2023 and has served our interests well.
<b>Budget Impact</b>	The monthly retainer will not change and has been included in the 2024 operating budget.
<b>Attachment(s)</b>	N/A
<b>Action(s) Requested</b>	Staff recommends that the Falcon Heights City Council approve Joseph Kelly and the law firm of Kelly & Lemmons as the City's prosecuting attorneys for 2024.

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<b>Meeting Date</b>	December 13, 2023
<b>Agenda Item</b>	Consent G5
<b>Attachment</b>	N/A
<b>Submitted By</b>	Jack Linehan, City Administrator

<b>Item</b>	Appointment of City Auditor
<b>Description</b>	Each year, the City is required to have an independent firm audit our financial records. For the past several years, we have used Kern-DeWenter-Viere as our auditors, and we have been very satisfied with their services.
<b>Budget Impact</b>	Funds have been allocated in the 2024 Budget.
<b>Attachment(s)</b>	N/A
<b>Action(s) Requested</b>	Staff recommends the approval of KDV, Kern-DeWenter-Viere, as the City Auditor for 2024.

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Meeting Date	December 13, 2023
Agenda Item	Consent G6
Attachment	N/A
Submitted By	Jack Linehan, City Administrator

<b>Item</b>	Appointment of City Engineer
<b>Description</b>	<p>For several years the City has contracted with the City of Roseville for engineering services. The City's former City Engineer, Jesse Freihammer, was promoted from Assistant Public Works Director/City Engineer to Public Works Director for the City of Roseville. Due to the additional responsibilities associated with the promotion, Jesse was no longer be able to serve as Falcon Heights' primary engineer.</p> <p>At that time, Roseville's Assistant City Engineer, Stephanie Smith, who had worked with the City for multiple years, stepped up as the City of Falcon Heights' City Interim Engineer. Stephanie did an excellent job managing the 2023 PMP and other projects for the City.</p> <p>The City wishes to continue utilizing the City of Roseville's Engineering Department and Stephanie Smith as City Engineer for 2024.</p>
<b>Budget Impact</b>	Funds have been allocated in the 2024 Budget.
<b>Attachment(s)</b>	N/A
<b>Action(s) Requested</b>	Staff recommends the approval of Stephanie Smith and the City of Roseville Engineering Department as City of Falcon Heights' City Engineer for 2024.

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<b>Meeting Date</b>	December 13, 2023
<b>Agenda Item</b>	Consent G7
<b>Attachment</b>	N/A
<b>Submitted By</b>	Jack Linehan, City Administrator

<b>Item</b>	2024 Cost of Living Adjustments (COLA)
<b>Description</b>	As part of the 2024 Budget process, employee salaries are adjusted based on various factors, one of which is a cost-of-living adjustment (COLA). Incorporated into the approved 2024 budget is a four (4) percent increase for all regular, non-seasonal employees. This cost of living adjustment will be extended to permanent part-time employees as well.
<b>Budget Impact</b>	The four percent COLA is incorporated into the approved 2024 Budget.
<b>Attachment(s)</b>	N/A
<b>Action(s) Requested</b>	Staff recommends that the Falcon Heights City Council approve a four percent cost of living adjustment for all regular, non-seasonal city employees for 2024 as reflected in the approved 2024 Budget.

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<b>Meeting Date</b>	December 13, 2023
<b>Agenda Item</b>	Consent G8
<b>Attachment</b>	N/A
<b>Submitted By</b>	Roland Olson, Finance Director

<b>Item</b>	Statutory Tort Limits Liability Coverage for City in 2024
<b>Description</b>	<p>Effective January 1, 2024, the statutory tort limits for the City of Falcon Heights under our insurance policy with the League of Minnesota Cities Insurance Trust will continue to be \$1,500,000. An individual claimant would be able to recover no more than \$500,000 on any claim to which the statutory tort limits apply. The total which all claimants would be able to recover for a single occurrence to which statutory tort limits apply would be limited to \$1,500,000.</p> <p>The League of Minnesota Cities Insurance Trust is requesting that cities determine if they wish to waive the statutory tort limits for 2024. Under certain circumstances the LMCIT, which represents the city in these claims, may negotiate above the legal liability limit if necessary because some claims like employment are exempt from the cap. The general council from the LMCIT states that cities make different choices depending upon their circumstances. However, they perceived that maintaining the limit was prudent in many cases. The city has had no claims for settlements for several years. Since 2000, the city council has voted <b>not to waive</b> the statutory tort limits.</p>
<b>Budget Impact</b>	N/A
<b>Attachment(s)</b>	Liability Coverage Waiver Form from the League of Minnesota Insurance Trust (LMCIT)
<b>Action(s) Requested</b>	Staff recommends that the Falcon Heights City Council approve a motion <b>not to waive</b> the city's statutory tort limits for 2024 and authorize the City Administrator to execute all documents.

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<b>Meeting Date</b>	December 13, 2023
<b>Agenda Item</b>	Consent G9
<b>Attachment</b>	2024 NYFS Cooperative Service Agreement and Contribution History
<b>Submitted By</b>	Jack Linehan, City Administrator

<b>Item</b>	2024 NYFS Cooperative Service Agreement																													
<b>Description</b>	<p>For many years now, the City of Falcon Heights has been a partner with Northeast Youth and Family Services (NYFS). Some of the services they provide include senior chore services and diversion programs for youth in various law enforcement cases. Each year the City allocates money in the general fund to help pay for these services.</p> <p>Attached is the 2024 Agreement that NYFS is asking all of their partner cities to approve.</p>																													
<b>Budget Impact</b>	<p>The requested 2023 cooperative agreement amount is \$12,846, which is accounted for in the 2024 Budget. This is a 4.9 % percent increase from 2023.</p> <table border="1" data-bbox="414 1108 1344 1268"> <thead> <tr> <th>2019</th> <th>2020</th> <th>2021</th> <th>2022</th> <th>2023</th> <th>2024</th> </tr> </thead> <tbody> <tr> <td>2.8%</td> <td>6.8%</td> <td>9.2%</td> <td>3%</td> <td>8%</td> <td>4.9%</td> </tr> <tr> <td>Increase</td> <td>Increase</td> <td>Increase</td> <td>Increase</td> <td>Increase</td> <td>Increase</td> </tr> <tr> <td>\$9,399</td> <td>\$10,038</td> <td>\$10,958</td> <td>\$11,286.74</td> <td>\$12,246</td> <td>\$12,846.17</td> </tr> </tbody> </table>						2019	2020	2021	2022	2023	2024	2.8%	6.8%	9.2%	3%	8%	4.9%	Increase	Increase	Increase	Increase	Increase	Increase	\$9,399	\$10,038	\$10,958	\$11,286.74	\$12,246	\$12,846.17
2019	2020	2021	2022	2023	2024																									
2.8%	6.8%	9.2%	3%	8%	4.9%																									
Increase	Increase	Increase	Increase	Increase	Increase																									
\$9,399	\$10,038	\$10,958	\$11,286.74	\$12,246	\$12,846.17																									
<b>Attachment(s)</b>	<ul style="list-style-type: none"> <li>2024 NYFS Cooperative Service Agreement</li> </ul>																													
<b>Action(s) Requested</b>	Staff recommends Council approval of the 2024 NYFS Agreement and authorization of the Mayor and City Administrator to sign all necessary documents.																													

## AGREEMENT

### 1. PARTIES

This agreement is made and entered into by and between the City of Falcon Heights, Minnesota (“Municipality”) and Northeast Youth and Family Services (“NYFS”).

### 2. RECITALS

- a. NYFS is a non-profit social service agency whose mission is to meet the unmet developmental needs of at-risk youth and families within their community environment with emphasis on providing services through collaboration and coordination with existing community resources. These services are available to youth and families residing in the northern suburbs of Ramsey and Washington County, including, but not limited to, the municipalities which are signatory to agreements which are identical to this Agreement (“participating municipalities”) and students and families from Independent School Districts 621, 622, 623, 624, 282, and 832.
- b. Through this Agreement the Municipality intends to contract with NYFS to provide such services to its residents and to act as a sponsor of NYFS by providing financial support, a method to establish appropriate services to be provided and policy guidance for its activities.
- c. This Agreement shall be used as the formal agreement between NYFS and each of the participating municipalities. This Agreement is intended to continue the spirit of cooperation and collaboration in the provision of social services between the Municipality and NYFS.

### 3. TERMS AND CONDITIONS

In consideration of the mutual understandings of this Agreement, the parties hereby agree as follows:

- a. Prior Agreements Cancelled. By execution of this Agreement any prior agreements and amendments thereto between the parties are hereby cancelled.
- b. Services Provided. NYFS shall provide the Municipality and its residents with youth and family programs set forth in the Addendum attached hereto.
- c. Principles of Service and Program Establishment and Operations. On a yearly basis and prior to submission of its annual budget, as provided for hereafter, NYFS shall:



- i. Report regarding proposed changes in services and programs to the Municipality; and
- ii. Establish a fair and open bidding/request for proposal (RFP) process to contract, manage or provide such services and programs, which are not directly provided by NYFS staff.

d. Funding

- i. In addition to the participating municipalities' share of the annual budget, funds for the operation of NYFS will be raised by NYFS endeavoring to secure user fees, grants and appropriations from private organizations, the State of Minnesota, Federal and County agencies, and other legal and appropriate sources.
- ii. The Municipality shall pay annually to NYFS the base amount listed in Exhibit A. This base amount will be adjusted annually for inflation/deflation based on the Standard Metropolitan Statistical Area Consumer Price Index for All Urban Consumers (CPI-U) and municipal population estimates based on MN State Demographic Center. Any adjustment in the payment beyond those indicated by reference to the CPI-U shall require approval of each of the participating municipalities.
- iii. Any new municipality joining into this agreement will pay a base amount annually to NYFS that is on par with the amount paid by current participating municipalities.
- iv. Amounts payable by the Municipality shall be paid to NYFS on or before January 30<sup>th</sup> of each year, or at a date mutually agreed upon by both parties, to cover the Municipality's share for that year.

e. Board Representation. The Municipality shall have the right to NYFS Board Representation of City Council, staff or community members (as designated by the Municipality and approved by NYFS Board) on the Board of Directors as either a Board Member or Board Advisor.

f. Further Obligations of NYFS. In addition to the obligations set forth elsewhere in this Agreement, this Agreement is further contingent upon NYFS doing the follows:

- i. The Bylaws of NYFS shall be amended to add provisions requiring an open process for contracting services as provided for in paragraph C.2., above, and prohibiting NYFS from supporting or opposing individual candidates for election to public office in any of

the participating municipalities; and adding the requirement that IRS 501.C3 status be maintained.

- ii. On or before June 30, of any year NYFS shall submit the proposed city budgeted amount for the subsequent year.
  - iii. On or before December 31, of any year NYFS shall submit a written report to the Municipality including an Annual Report, the audited financial statement, and a program specific summary of services provided to the municipality; in addition, biannually NYFS shall submit a written report to the participating municipality.
  - iv. Periodically advising the Municipality of services available through NYFS to the Municipality's residents;
  - v. Establishing a sliding scale for services available through NYFS to the Municipality's residents and periodically advising the Municipality of such fees;
  - vi. Providing other reasonable information requested by the Municipality;
  - vii. Purchasing a policy of liability insurance in the amount of at least \$1,500,000.00, naming the Municipality as an additional insured and providing a copy of the insurance certificate evidencing such policy to the Municipality;
  - viii. Upon Request NYFS will provide the Municipality with a copy of its Articles of Incorporation, Bylaws, Amendments thereto, and the IRS tax exempt status letter;
  - ix. NYFS shall defend and indemnify the Municipality from any and all claims or causes of actions brought against the Municipality of any matter arising out of this Agreement or the services provided pursuant to this Agreement; and,
  - x. Without the written approval of the Municipality, NYFS will not enter into any agreement with any other municipality which differs from the terms and conditions of this Agreement.
- g. Term. The term of this agreement will be through December 31, 2024. Unless either party gives at least 6 months written notice of its intent to cancel this Agreement effective December 31 of the year in which the notice is made, NYFS will continue to provide services to the Municipality if a successor agreement has not been executed prior to the end of the term.

h. (A) Distribution of Assets Upon Dissolution.

If NYFS ceases to operate, the Board of Directors will do one of the following:

- i. Give the assets to one or more non-profit agencies providing similar social services in the northern suburbs of Ramsey County; or,
- ii. Form a new Foundation to fund appropriate social service programming in the northern suburbs of Ramsey County.

The final Distribution of Assets Plan must be approved by the Ramsey County District Court.

(B) Deviation from the Mission.

If the City Council determines that NYFS has materially deviated from its mission (See II. Recitals, A.), the City Council may ask the NYFS Board of Directors to consider dissolving the agency and liquidating the assets. The Board will do one of the following:

- iii. Consider the request and by a majority vote deny it.
- iv. Consider the request and by a majority vote agree to modify the programs to be consistent with the mission.
- v. Consider the request and by a majority vote agree with the request and move to dissolve the agency and liquidate the assets.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on this date set forth below.

**MUNICIPALITY**

**City of Falcon Heights**

By:  \_\_\_\_\_

Elected Official

Its:  \_\_\_\_\_

Clerk/Manager/Administrator

Dated: 12-13-23

**NYFS**

**Northeast Youth & Family Services**

By: \_\_\_\_\_

Its: President/CEO

By: \_\_\_\_\_

Its: Chair of the Board of Directors

Dated: \_\_\_\_\_

## **Contracted Services**

### **Mental Health Services:**

- *Shoreview and White Bear Lake Mental Health Clinics* – licensed mental health staff provide therapy for the emotional health of children, teens, and adults.
- *School-Based Mental Health* – licensed mental health staff provide onsite therapy in the schools for the emotional health of students within Roseville, Mounds View, Saint Anthony New Brighton and White Bear Lake school districts.
- *Northeast Educational & Therapeutic Services (NETS)* – provides therapy and academic support for youth in grades 6 -12 with severe mental illnesses who cannot function in traditional school environments.
- *Domestic and Sexual Violence Program*– individual and group therapy and legal advocacy services for adults and children who have witnessed or experienced domestic and/or sexual violence.

### **Community Service Programs:**

- *Youth Diversion* – a coordinated range of services for youth who have committed minor offenses (e.g. shoplifting, chemical/alcohol use, vandalism) to help them focus on positive behavior and prevent recidivism.
- *Community Connections* – This seven-week program helps youth develop social and emotional skills while expanding their horizons and helping them deepen their commitment to their own futures through service, post-secondary education exposure, career exploration, and mentorship.

## **Non-Contracted Services**

### **Community Service Programs:**

- *Community Advocate* – This program serves people who have been involved with local law enforcement but have needs that cannot be sufficiently addressed by law enforcement alone. This can include: mental health issues, family instability, medical care and other needs. Addressing these underlying issues reduces the need for law enforcement intervention in the future.



**Northeast Youth & Family Services  
Municipal Participation Figures**

	Municipal Contract 2023	Community Advocate 2023	Municipal Contract 2024	Board Approved Increase of 4.9% based on CPI-U	Dollar increase over 2023	Community Advocate 2024	Board Approved Increase of 4.9% based on CPI-U	Dollar increase over 2023
Falcon Heights	\$ 12,246.11		\$ 12,846.17		\$ 600.06			
Little Canada	\$ 23,213.75		\$ 24,351.22		\$ 1,137.47			
Mounds View	\$ 29,789.41	\$ 27,938.75	\$ 31,249.09		\$ 1,459.68	\$ 29,307.75		\$ 1,368.999
New Brighton	\$ 51,673.28	\$ 11,175.50	\$ 54,205.27		\$ 2,531.99	\$ 11,723.10		\$ 547.60
North Oaks	\$ 11,854.97		\$ 12,435.86		\$ 580.89			
Roseville	\$ 81,071.55	\$ 22,351.00	\$ 85,044.05		\$ 3,972.51	\$ 23,446.20		\$ 1,095.20
St. Anthony	\$ 20,265.65	\$ 13,969.38	\$ 21,258.67		\$ 993.02	\$ 14,653.87		\$ 684.50
Shoreview	\$ 59,185.45		\$ 62,085.53		\$ 2,900.09			
Birchwood	\$ 1,957.95		\$ 2,053.89		\$ 95.94			
Hugo *	\$ 16,275.00		\$ 17,072.48		\$ 797.47			
Mahtomedi	\$ 17,970.20		\$ 18,850.74		\$ 880.54			
Vadnais Heights	\$ 29,498.85		\$ 30,944.29		\$ 1,445.44			
City of WBL	\$ 56,901.18	\$ 27,938.75	\$ 59,689.33		\$ 2,788.16	\$ 29,307.75		\$ 1,369.00
WB Tnship	\$ 24,798.43		\$ 26,013.56		\$ 1,215.12			
Lauderdale	\$ 5,075.91		\$ 5,324.63		\$ 248.72			
Arden Hills	\$ 22,215.00		\$ 23,303.54		\$ 1,088.54			
<b>Total</b>	<b>\$ 463,992.69</b>	<b>\$ 103,373.38</b>	<b>\$ 486,728.34</b>		<b>\$ 22,735.65</b>	<b>\$ 108,438.67</b>		<b>\$ 5,065.30</b>

\* Hugo splits its support of NYFS with another Community-Based Mental Health agency

June 30, 2023

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

Dear Jack Linehan,

Your partnership helps us in our goal to ensure that your residents can access the help they need, regardless of their ability to pay. Working together, we ensure critical services are available for those in need and that precious resources are used wisely.

Over the years, our collaboration with 16 local municipalities has ensured services within their local community and contributed to a strong northeast metro region. As part of our agreement with partnering municipalities, we agree that the CPI-U will be used to determine each municipality's contribution for the coming year.

**As a result, the NYFS Board is proposing that your 2024 Municipality Participation amount would be \$12,846.17, an 4.9% increase over 2023.**

We value our long-term partnership with you and thank you in advance for considering our request as you prepare your budget for the upcoming fiscal year.

Thank you for your continued partnership with NYFS. We are honored that you consider us worthy of your support and look forward to our ongoing partnership as we work in tandem to serve the residents of our area.

Sincerely,

Angela Lewis-Dmello  
President & CEO

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<b>Meeting Date</b>	December 13, 2023
<b>Agenda Item</b>	Consent G10
<b>Attachment</b>	N/A
<b>Submitted By</b>	Jack Linehan, City Administrator

<b>Item</b>	Tubman Legal Services Request Cooperative Agreement
<b>Description</b>	<p>Tubman Legal Services is a not-for-profit organization that serves Hennepin, Ramsey and Washington counties, offering pro-bono legal services for those experiencing trauma – particularly victims of relationship violence, sexual assault and more.</p> <p>Tubman Legal Services actively supports the Falcon Heights community and with the assistance of the City Prosecutor, helps victims of domestic violence navigate their way through the court system. They also help victims with the steps to filing orders of protection.</p> <p>Due to financial constraints, Tubman Legal Services has had to scale back their services. To keep the services they offer to the communities of suburban Ramsey County, Tubman is requesting funding from each community to support their mission, depending on size. For 2024, Tubman is requesting \$5,000 from the City of Falcon Heights to continue to offer their services.</p> <p>The City has a policy in our Administrative Manual that covers requests for financial contributions. The criteria requires strict guidelines, which staff is of the opinion that Tubman meets. It is up to the City Council to decide on whether to fund this request for financial contributions.</p> <p>The attached cooperative agreement with Tubman clarifies the services offered by the agency, and guarantees that the services will continue in 2024 per contract. The agreement is the same as it was in 2023, with dates changes.</p>
<b>Budget Impact</b>	\$5,000.00
<b>Attachment(s)</b>	<ul style="list-style-type: none"> <li>• Tubman Legal Services Cooperative Agreement</li> </ul>
<b>Action(s) Requested</b>	Staff recommends approving the attached Cooperative Agreement for services in 2024.

## PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“**Agreement**”) is made between the City of Falcon Heights, Minnesota (“**City**”), a Minnesota municipal corporation, and the following non-profit (“**Tubman**”). Tubman is a non-profit social service agency whose mission is safety, hope, and healing.

Name/ Organization: Tubman	Federal EIN: 41-4200048
Mailing Address: 4432 Chicago Avenue Minneapolis, MN 55407	Telephone Number: 612-825-3333 (corporate office)
Contact Person: • Jennifer J. Polzin, CEO, authorized to sign contracts	Email: <a href="mailto:jpolzin@tubman.org">jpolzin@tubman.org</a> , 612-767-6697 (office)

The following person is designated the Contract Manager (“**Contract Manager**”) for the City for the purposes of this Agreement:

Name: <i>Jack Linahan</i>	Email: <i>Jack.Linahan@falconheights.org</i>
Mailing Address: <i>2077 Lydenwood Ave</i>	Telephone Number: <i>651-742-7611</i>

City and Tubman may hereinafter be referred to individually as a “party” or collectively as the “parties.” In consideration of the mutual promises and agreements contained herein, and intending to be legally bound, City and Tubman hereby agree as follows:

1. **Agreement Documents.** This Agreement, which includes the Description of Services attached hereto as Exhibit A, sets out the entire understanding between the parties and it supersedes any prior written or oral discussions or agreements between the parties regarding the same subject matter. This Agreement also includes, if they exist, City’s request for proposals for the Services and the proposal submitted by Tubman, both of which are incorporated herein by reference. The provisions of the documents constituting the Agreement shall be read together and reconciled in the documents to the greatest extent reasonably possible. To the extent there are any conflicting provisions that cannot be reconciled, the more specific provision shall generally be controlling. In the event that a material conflict is found between provisions of the documents, the provisions in the following rank order shall take precedence: (1) the Descriptions of Services in Exhibit A; (2) this Professional Services Agreement document; (3) Tubman’s proposal.
  
2. **Services.** Tubman agrees to provide the City the services as described in the attached Exhibit A (collectively, the “**Services**”) in accordance with the terms and conditions of this

Agreement. Tubman shall provide the Services in a manner consistent with industry standards for similar Services and in accordance with the standards, requirements, and timelines set out in Exhibit A.

3. **Compensation.** City shall compensate Tubman for the Services as provided in Exhibit A an amount of \$5,000.00 annually. Unless expressly provided otherwise in Exhibit A, the total amount or rate of compensation is an all-inclusive amount that includes all expenses, costs, taxes, and other amounts Tubman incurs or pays to provide the Services. City shall not be responsible for paying any amounts for the completion of the Services other than those expressly provided for in Exhibit A. The amount will be adjusted annually for inflation/deflation. Amounts payable by the City shall be paid to Tubman on or before January 30<sup>th</sup> of each year, or at a date mutually agreed upon by both parties, to cover the City's share for that year.
4. **Notices.** Any notices provided under this Agreement shall be to Tubman and Contract Manager as identified above.
5. **Term.** This Agreement shall commence on **January 1, 2024** and shall terminate on **December 31, 2024**, unless it is terminated earlier as provided herein or the parties agree in writing to an extension of this Agreement.
6. **Deliverables.** If Tubman is required to produce specific deliverables to City as part of the Services to be provided under this Agreement, such deliverables shall be identified in Exhibit A of the Agreement.
7. **Termination.** Either party may terminate this Agreement for any reason upon thirty (30) days written notice. If Consultant is in default and fails to cure the default within the period provided in the written notice of default as provided in this Agreement, City has the right to terminate this Agreement immediately upon written notice of termination. City shall pay Tubman for Services properly rendered prior to the effective date of termination. The following provisions of this Agreement shall survive expiration, termination, or cancellation of this Agreement: Indemnification; Insurance; Applicable Law; Audit; and Data Practices.
8. **Data Practices.** Consultant agrees to comply with the Minnesota Government Data Practices Act (Minnesota Statutes, chapter 13), and all other applicable laws, related to data it creates or receives from City in the performance of the Services.
9. **Legal Compliance.** Tubman shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances in providing the Services and shall obtain all permits and permissions that may be required. This Agreement shall be governed by and construed according to the laws of the State of Minnesota.
10. **Indemnification.** Tubman agrees to defend, indemnify and hold harmless, City, its officials, officers, agents and employees from any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorney's fees, resulting directly or indirectly from any act or omission of Tubman, its offices, employers, agents, contractors or

subcontractors or anyone directly or indirectly employed by them, or anyone volunteering for them, or anyone for whose acts or omissions they may be liable in the performance of the Services and against all loss by reason of the failure of Tubman to perform fully, in any respect, all obligations under this Agreement. Nothing in this Agreement shall constitute a waiver by City of any limits on or exclusions from liability available to it under Minnesota Statutes, chapter 466 or other law.

11. **Amendments.** No modification, amendment, deletion, or waiver in the terms of this Agreement, or any expansion in the scope of the Services, is valid unless it is in writing and signed by the parties.
12. **Notices.** Any notice or demand authorized or required under this Agreement shall be in writing and shall be sent by certified mail to, with respect to City, the Contract Manager and, with respect to Tubman, to Tubman's contact person, each as identified at the outset of the Agreement.
13. **Nondiscrimination.** Tubman agrees to abide by the requirements and regulations of The Americans with Disabilities Act of 1990 (ADA), the Minnesota Human Rights Act (Minn. Stat. Chap. 363), and Title VII of the Civil Rights Act of 1964. These laws deal with discrimination based on race, gender, disability, and religion, and with sexual harassment. Violation of any of the above laws can lead to the immediate termination of this Agreement without needing to provide a cure period.
14. **INSURANCE.** Consultant shall secure and maintain such insurance as will protect Consultant from claims under the Worker's Compensation Acts, automobile liability, and from claims for bodily injury, death, or property damage which may arise from the performance of services under this Agreement. Such insurance shall be written for amounts not less than:

*Commercial General Liability (or in combination with an umbrella policy)*  
\$2,000,000 Each Occurrence  
\$2,000,000 Products/Completed Operations Aggregate  
\$2,000,000 Annual Aggregate

The following coverages shall be included:

Premises and Operations Bodily Injury and Property Damage  
Personal and Advertising Injury  
Blanket Contractual Liability  
Products and Completed Operations Liability

*Workers Compensation*

*If Consultant is required by law to have Worker's Compensation insurance, Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Employer's Liability with minimum limits are as follows:*

- \$500,000 – Bodily Injury by Disease per employee

- \$500,000 – *Bodily Injury by Disease aggregate*
- \$500,000 – *Bodily Injury by Accident*

The City shall be named as an additional insured on the general liability and umbrella policies on a primary and non-contributory basis.

The Consultant shall secure and maintain a professional liability insurance policy. Said policy shall insure payment of damages for legal liability arising out of the performance of professional services for the City, in the insured's capacity as Consultant, if such legal liability is caused by a negligent act, error or omission of the insured or any person or organization for which the insured is legally liable. The policy shall provide minimum limits of \$2,000,000 with a deductible maximum of \$125,000 unless the City agrees to a higher deductible.

Before commencing work, the Consultant shall provide the City a certificate of insurance evidencing the required insurance coverage in a form acceptable to City.

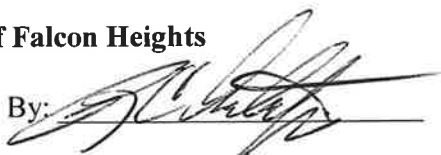
- 15. INDEPENDENT CONTRACTOR.** The City hereby retains the Consultant as an independent contractor upon the terms and conditions set forth in this Agreement. The Consultant is not an employee of the City and is free to contract with other entities as provided herein. Consultant shall be responsible for selecting the means and methods of performing the work. Consultant shall furnish any and all supplies, equipment, and incidentals necessary for Consultant's performance under this Agreement. City and Consultant agree that Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's agents or employees are in any manner agents or employees of the City. Consultant shall be exclusively responsible under this Agreement for Consultant's own FICA payments, workers compensation payments, unemployment compensation payments, withholding amounts, and/or self-employment taxes if any such payments, amounts, or taxes are required to be paid by law or regulation.
- 16. SUBCONTRACTORS.** Consultant shall not enter into subcontracts for services provided under this Agreement without the express written consent of the City. Consultant shall comply with Minnesota Statute § 471.425. Consultant must pay subcontractor for all undisputed services provided by Subcontractor within ten days of Consultant's receipt of payment from City. Consultant must pay interest of 1.5 percent per month or any part of a month to subcontractor on any undisputed amount not paid on time to subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10.
- 17. ASSIGNMENT.** Neither party shall assign this Agreement, or any interest arising herein, without the written consent of the other party.
- 18. WAIVER.** Any waiver by either party of a breach of any provisions of this Agreement shall not affect, in any respect, the validity of the remainder of this Agreement

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

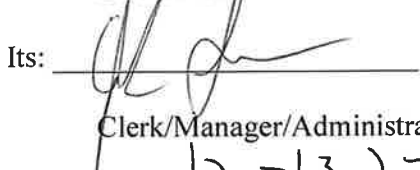
20. **AUDIT DISCLOSURE.** The books, records, documents and accounting procedures and practices of the Consultant or other parties relevant to this Agreement are subject to examination by the City and either the Legislative Auditor or the State Auditor for a period of six (6) years after the effective date of this Agreement

**CITY**

**City of Falcon Heights**

By: 

Elected Official

Its: 

Clerk/Manager/Administrator

Dated: 12-13-27

**TUBMAN**

**Tubman**

By: \_\_\_\_\_

CEO

Dated: \_\_\_\_\_

**EXHIBIT A**  
Description of Services

I. DUTIES

A. Services and Description

1. Services. The Consultant agrees to furnish the City the following services:

- a) Recruitment and training of volunteers (advocates) who work with and counsel victims of domestic abuse.
- b) Staffing of a 24-hour crisis line and providing information and referral.
- c) Preparation of petitions for protective orders; assistance in the service of protective orders; advocacy with victims during the court hearing process; monitoring compliance with Court Orders.
- d) Providing safe homes for battered persons and their children.
- e) Providing support/educational groups for battered persons and educational groups for high-risk target groups.
- f) Availability of a domestic abuse perpetrator's group for City referrals.
- g) Tubman will be the first point of contact for victims, regardless of the offense level in a domestic violence case
- h) Tubman will be the community contact agency for intimate partner violence cases referred by law enforcement personnel. Officers complete a lethality risk assessment on site with the victims of intimate partner violence, and refer immediately to Tubman staff for services.

2. Client Eligibility.

- a) Services under this Agreement shall be provided to persons residing in the City who have been battered in domestic relationships and their children and to high-risk target groups.

B. Evaluation, Reporting, and Information Requirements

1. Automated Annual Reports. Tubman agrees to furnish the City with annual reports of services provided under this agreement.
2. Description of Services. A detailed description of the services to be provided.



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<b>Meeting Date</b>	December 13, 2023
<b>Agenda Item</b>	Consent G11
<b>Attachment(s)</b>	Personnel Policy
<b>Submitted By</b>	Jack Linehan, City Administrator

<b>Item</b>	Personnel Policy Changes
<b>Description</b>	<p>The Minnesota State Legislature introduced a number of employment law changes that were signed by the Governor, most critically the Employee Safe and Sick Time (ESST) Act. A few of the recent law changes, such as the CROWN Act and the Juneteenth holiday, have already been added to the city’s personnel policy. The rest of the changes will take place on January 1, 2024 and need to be incorporated in to our policy.</p> <p>The City Council reviewed the changes at our November workshop. Since that time, staff has further modified the proposed policy to include:</p> <ul style="list-style-type: none"> <li>• Removal of language that all conditional offers of employment require a passed drug &amp; alcohol test. The City currently does not engage in this practice for non-DOT applicants and likely would not do this in the future.</li> <li>• Clarified areas where spouse is mentioned to include “domestic partner”.</li> <li>• Removed part-time employees as exempted from service time benefits. As a small city, we benefit greatly from permanent part-time employees and offering service time benefits can benefit us.</li> <li>• Cleaned up language.</li> </ul> <p>The Council accepted the changes at the 12-6-23 City Council Workshop Meeting so it is before them now for final approval.</p>
<b>Budget Impact</b>	N/A
<b>Attachment(s)</b>	Personnel Policy
<b>Action(s) Requested</b>	Staff recommends City Council approve the Personnel Policy.

# **CITY OF FALCON HEIGHTS**



## **PERSONNEL POLICY**

**Adopted December 13, 2023**

## **INTRODUCTION**

This handbook contains personnel policies and procedures approved by the Falcon Heights City Council regarding Falcon Heights employee relations. These policies and procedures are guidelines only and are not to be construed as contractual terms of employment. Any aspect of these policies and procedures may be changed at any time at the sole discretion of the City Council without prior notice.

Employees covered by an employment contract for any of the provisions in the handbook will be governed by the employment contract with regard to those provisions.

It is the responsibility of each employee to know all of the policies, procedures, and regulations contained in this manual. Violation of the personnel policies may be grounds for disciplinary action up to and including discharge.

Each employee, upon being issued a copy of the personnel policies, will sign a dated form indicating the policy has been received. The employee is required to read the personnel policies within 30 days.

Besides these personnel policies, employees are expected to read and be familiar with the special orders and other publications specific to the employee's job performance or job safety. Employees are expected to develop the same familiarity with these publications as with the personnel policies.

Except as otherwise prohibited by law, the city of Falcon Heights has the right to terminate any employee at any time for any or no reason. Employees may similarly terminate employment at any time for any reason.

## DEFINITIONS

The following words used in this handbook are defined to mean:

**Full-Time Employee:** an employee who works at least forty hours per week throughout the year.

**Part-Time Employee:** an employee who works under forty hours per week throughout the year.

**Temporary, Seasonal or As-Needed Employee:** an employee retained to fill a position, full or part-time, which is of a temporary or seasonal or as-needed nature.

**Independent Contractors/Consultants:** persons or firms contracted by the City who determine their own hours of operation and/or use of their own resources in the performance of their duties and are not employed by the City.

**Overtime:** time worked by non-exempt employees in excess of forty hours per week.

**Good Standing:** not under suspension or given notice of discharge by the City Council.

**Termination:** a complete separation of an employee from employment as a result of discharge, resignation, retirement or death.

**Exempt Employee:** employees not covered under the overtime and minimum wage provisions of the Fair Labor Standards Act.

**Work Week:** for purposes of calculating overtime compensation, the work week shall begin at 12:00 a.m. on Monday and conclude at 11:59 p.m. on Sunday.

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## **EMPLOYER AUTHORITY**

### **POLICY**

The City Council retains the full and unrestricted right to operate and manage all personnel, facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine the use of technology; to establish and modify the organizational structure; to select, direct and determine the number of personnel; to establish work schedules; to perform any inherent managerial function and to amend this handbook at any time.

## **NON-DISCRIMINATION**

### **POLICY**

1. It is the policy and intent of the City of Falcon Heights (herein after "the City") to provide equality of opportunity in employment to all persons.
2. This policy prohibits discrimination because of race (including traits associated with race, including, but not limited to, hair texture and hair styles such as braids, locs and twists), color, creed, religion, national origin, place of residence, political affiliation, sexual orientation, disability, marital status, status with regard to public assistance, membership or activity in a local commission, sex or age in all aspects of its personnel policies, programs, practices and operations.
3. This policy applies to all phases of employment including, but not limited to, recruitment, hiring, placement, promotion, demotion, or transfer; layoff, recall, or termination; rates of pay, or other forms of compensation and selection for training. This policy also applies to the use of all facilities and participation in all City-sponsored employment activities.
4. It is the responsibility of the City Administrator and every supervisor to cooperate in the implementation of this policy.
5. Failure of any employee to perform in a manner consistent with this policy will constitute grounds for reprimand, suspension, demotion, or dismissal from the City's employ.



## DISCRIMINATION RECOURSE

### POLICY

1. Equal employment opportunity is the right of a person to work and to advance on the basis of merit, ability, and individual potential.
2. Any employee who feels that he or she is a victim of discrimination or who believes he or she has witnessed discrimination should immediately report such actions in accordance with the following procedure:
  - a. Any employee who has witnessed or believes that he or she is a victim of discrimination should report the act immediately to the City Administrator or any member of the City Council.
  - b. The City will investigate every reported incident immediately. Any employee or supervisor who has been found to have discriminated against another employee may be subject to appropriate disciplinary action, up to and including immediate discharge.
  - c. The City will conduct all investigations in a discreet manner. The City recognizes that every investigation requires a determination based on all the facts in the matter.
  - d. The City will not tolerate retaliation against an employee who files a complaint alleging discrimination. The City will discipline any employee who retaliates against another employee who files a complaint alleging discrimination or who testifies, assists or participates in any manner in any investigation into a complaint alleging discrimination. Retaliation includes, but is not limited to, any form of intimidation, reprisal or harassment.
3. A charge of discrimination may be filed with the Minnesota Department of Human Rights and the United States Equal Employment Opportunity Commission by a person or group of persons who believe they are victims of unlawful employment discrimination. Charges may also be filed on behalf of a person or group of persons by their representative. Charges may also be filed by the Commissioner of Human Rights or by the EEOC when there is reason to believe that a person is engaging in an unfair discriminatory practice. A charge must be filed with the EEOC within 180 days of the alleged unlawful employment practice and with the Minnesota Department of Human Rights within one year after the occurrence of the practice.

## **RESPECTFUL WORKPLACE POLICY**

(including sexual harassment prevention)

The intent of this policy is to provide general guidelines about the conduct that is and is not appropriate in the workplace. The City acknowledges that this policy cannot possibly predict all situations that might arise, and also recognizes that some employees are exposed to disrespectful behavior, and even violence, by the very nature of their jobs.

### **Applicability**

Maintaining a respectful work environment is a shared responsibility. This policy is applicable to all City personnel including regular and temporary employees, volunteers, firefighters, and City Council members.

### **Abusive Customer Behavior**

While the City has a strong commitment to customer service, the City does not expect that employees accept verbal abuse from any customer. An employee may request that a supervisor intervene when a customer is abusive, or they may defuse the situation themselves, including ending the contact.

If there is a concern over the possibility of physical violence, a supervisor should be contacted immediately. When extreme conditions dictate, 911 may be called. Employees should leave the area immediately when violence is imminent unless their duties require them to remain. Employees must notify their supervisor about the incident as soon as possible.

### **Types of Disrespectful Behavior**

The following types of behaviors cause a disruption in the workplace and are, in many instances, unlawful:

Violent behavior includes the use of physical force, harassment, or intimidation.

Discriminatory behavior includes inappropriate remarks about or conduct related to a person's race (including traits associated with race, including, but not limited to, hair texture and hair styles such as braids, locs and twists), color, creed, religion, national origin, disability, sex, marital status, age, sexual orientation, or status with regard to public assistance.

Offensive behavior may include such actions as: rudeness, angry outbursts, inappropriate humor, vulgar obscenities, name calling, disrespectful language, or any other behavior regarded as offensive to a reasonable person. It is not possible to anticipate in this policy every example of offensive behavior. Accordingly, employees are encouraged to discuss with their fellow employees and supervisor what is regarded as offensive, taking into account the sensibilities of employees and the possibility of public reaction. Although the standard for how employees treat each other and the

general public will be the same throughout the City, there may be differences between work groups about what is appropriate in other circumstances unique to a work group. If an employee is unsure whether a particular behavior is appropriate, the employee should request clarification from their supervisor or the City Administrator.

Sexual harassment can consist of a wide range of unwanted and unwelcome sexually directed behavior such as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

- Submitting to the conduct is made either explicitly or implicitly a term or condition of an individual's employment; or
- Submitting to or rejecting the conduct is used as the basis for an employment decision affecting an individual's employment; or
- Such conduct has the purpose or result of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.

Sexual harassment includes, but is not limited to, the following:

- Unwelcome or unwanted sexual advances. This means stalking, patting, pinching, brushing up against, hugging, cornering, kissing, fondling or any other similar physical contact considered unacceptable by another individual.
- Verbal or written abuse, kidding, or comments that are sexually-oriented and considered unacceptable by another individual. This includes comments about an individual's body or appearance where such comments go beyond mere courtesy, telling "dirty jokes" or any other tasteless, sexually oriented comments, innuendos or actions that offend others.
- Requests or demands for sexual favors. This includes subtle or obvious expectations, pressures, or requests for any type of sexual favor, along with an implied or specific promise of favorable treatment (or negative consequence) concerning one's current or future job.

### **Possession and Use of Dangerous Weapons**

Possession or use of a dangerous weapon (see attached definitions) is prohibited on City property, in City vehicles, or in any personal vehicle, which is being used for City business. This includes employees with valid permits to carry firearms.

The following exceptions to the dangerous weapons prohibition are as follows:

- Employees legally in possession of a firearm for which the employee holds a valid permit, if required, and said firearm is secured within an attended personal vehicle or concealed from view within a locked unattended personal vehicle while that person is working on City property.
- A person who is showing or transferring the weapon or firearm to a police officer as part of an investigation.

- Police officers and employees who are in possession of a weapon or firearm in the scope of their official duties.

### **Employee Response to Disrespectful Workplace Behavior**

Employees who believe that disrespectful behavior is occurring are encouraged to deal with the situation in one of the ways listed below. However, if the allegations involve violent behavior, sexual harassment, or discriminatory behavior, then the employee is responsible for taking one of the actions below. If employees see or overhear a violation of this policy, they are encouraged to follow the steps below.

Step 1(a). If comfortable (but not required) politely, but firmly, tell whoever is engaging in the disrespectful behavior how you feel about their actions. Politely request the person to stop the behavior because you feel intimidated, offended, or uncomfortable. If practical, bring a witness with you for this discussion.

Step 1(b). If you fear adverse consequences could result from telling the offender or if the matter is not resolved by direct contact, go to your supervisor or City Administrator. The person to whom you speak is responsible for documenting the issues and for giving you a status report on the matter no later than ten business days after your report.

Step 1(c). In the case of violent behavior, all employees are required to report the incident immediately to their supervisor, City Administrator or Police Department. Any employee who observes sexual harassment or discriminatory behavior, or receives any reliable information about such conduct, must report it within two business days to a supervisor or the City Administrator.

Step 2. If, after what is considered to be a reasonable length of time (for example, 30 days), you believe inadequate action is being taken to resolve your complaint/concern, the next step is to report the incident to the City Administrator or the Mayor.

### **Supervisor's Response to Allegations of Disrespectful Workplace Behavior**

Employees who have a complaint of disrespectful workplace behavior will be taken seriously.

In the case of illegal harassment or discriminatory behavior, a supervisor must report the allegations within two business days to the City Administrator, who will determine whether an investigation is warranted. A supervisor must act upon such a report even if requested otherwise by the victim. In situations other than sexual harassment and discriminatory behavior, supervisors will use the following guidelines when an allegation is reported:

Step 1. If the nature of the allegations and the wishes of the victim warrant a simple intervention, the supervisor may choose to handle the matter informally. The supervisor may conduct a coaching session with the offender, explaining the

impact of his/her actions and requiring that the conduct not reoccur. This approach is particularly appropriate when there is some ambiguity about whether the conduct was disrespectful.

Step 2. If a formal investigation is warranted, the individual alleging a violation of this policy will be interviewed to discuss the nature of the allegations. The person being interviewed may have someone of his/her own choosing present during the interview. The investigator will obtain the following description of the incident, including date, time and place.

- Corroborating evidence.
- A list of witnesses.
- Identification of the offender.

Step 3. The supervisor must notify the City Administrator about the allegations.

Step 4. As soon as practical after receiving the written or verbal complaint, the alleged policy violator will be informed of the allegations. The alleged violator will have the opportunity to answer questions and respond to the allegations.

Step 5. After adequate investigation and consultation with the appropriate personnel, a decision will be made regarding whether or not disciplinary action will be taken.

Step 6. The alleged violator and complainant will be advised of the findings and conclusions as soon as practicable.

### **Special Reporting Requirements**

When the supervisor is perceived to be the cause of a disrespectful workplace behavior incident, a report will be made to the City Administrator who will assume the responsibility for investigation and discipline.

If the City Administrator is perceived to be the cause of a disrespectful workplace behavior incident, a report will be made to the City Attorney who will confer with the Mayor and City Council regarding appropriate investigation and action.

If a Council Member is perceived to be the cause of a disrespectful workplace behavior incident involving City personnel, the report will be made to the City Administrator and referred to the City Attorney who will undertake the necessary investigation. The City Attorney will report his/her findings to the City Council, which will take the action it deems appropriate.

Pending completion of the investigation, the City Administrator may at his/her discretion take appropriate action to protect the alleged victim, other employees, or citizens.

### **Confidentiality**

A person reporting or witnessing a violation of this policy cannot be guaranteed

anonymity. The person's name and statements may have to be provided to the alleged offender. All complaints and investigative materials will be contained in a file separate from the involved employees' personnel files. If disciplinary action does result from the investigation, the results of the disciplinary action will then become a part of the employee(s) personnel file(s).

### **Retaliation**

Consistent with the terms of applicable statutes and City personnel policies the City may discipline any individual who retaliates against any person who reports alleged violations of this policy. The City may also discipline any individual who retaliates against any participant in an investigation, proceeding or hearing relating to the report of alleged violations. Retaliation includes, but is not limited to, any form of intimidation, reprisal, or harassment.

Any employee found to have made a knowingly false allegation under this policy or found to have given knowingly false information during an investigation of such a complaint will also be subject to disciplinary action.

## **SAFETY PROGRAM**

### **POLICY**

1. The City will endeavor through its safety program to maintain a safe and healthy work place. The City will provide safe working equipment. The City will inform employees of proper work habits and procedures which will maximize the potential of an accident-free work environment, and will monitor the existence of proper first aid and emergency equipment and procedures as well as employee knowledge and training in the use of such equipment and procedures. The City will insure the availability and speedy access of City employees to emergency medical services in the event of an accident or medical emergency.
2. The City safety program provides:
  - a. Safety inspections of the work place environment, machines and equipment, procedures and work habits, as well as access to first aid and emergency medical support.
  - b. Incident or complaint review of specific work locations, accidents or injuries, machines, or equipment, recommended work habits or procedures to be carried out in the event of a lost-time accident, a reported or suspected health hazard, an employee complaint, or a supervisor's request.

- c. Safety and protection procedures that make known to employees the existence of potential health hazards, proper protective procedures, and safety and health rules and requirements, as well as emergency procedures.
  - d. Safety education programs which provide safety information and training to employees through demonstrations, training sessions, and verbal and written communications.
  - e. Program enforcement through managers and supervisors who are knowledgeable in safety procedures, who promulgate safe safety attitudes, and who publish and enforce compliance with employee safety and health rules and regulations within the sphere of their work authority.
3. The responsibilities for safety must be shared.
- a. City Administrator. The City Administrator is provided with the authority to establish, promulgate and enforce City safety and health procedures, rules and regulations.
  - b. Employees. Each employee is expected to place safe work practices and identification of unsafe conditions as the highest priority while performing their work duties. Each employee's safety and health commitment includes, but is not limited to, the following:
    - Using appropriate safety equipment.
    - Wearing required dress/uniform and footwear.
    - Warning co-workers of unsafe conditions or practices that could lead to or cause an accident.
    - Operate equipment only after receiving proper training.
    - Reporting defective or damaged equipment.
    - Reporting dangerous, unsafe or unhealthy conditions that exist in the City work place.
    - Reporting of all injuries and accidents.
    - Taking proper protective measures to minimize unsafe conditions that could present a hazard to the public resulting from City work.
    - Maintaining tools and equipment in a proper manner, to ensure that they are in the best possible condition during usage.

## **APPOINTMENTS AND VETERANS' PREFERENCE**

### **POLICY**

1. All appointments to positions of City employment will be based on merit and qualifications of the applicants for the position to be filled. To evaluate the merit and qualifications of the applicants, a criteria will be established for each such position. The criteria established must be capable of being reduced to a 100-point rating system. A 100-point system must be applied to all positions of City employment except for those positions specifically exempted from the Veterans' Preference Act, Minn. Stat. § 43A.11, by Minn. Stat. § 197.46.
2. In accordance with Minn. Stat. § 43A.11 and Minn. Stat. § 197.455, a credit of five points will be added to a veteran's rating at the election of the veteran so long as the City position being sought is not exempted from veterans' preference by Minn. Stat. § 197.46. The receipt of the credit is conditional on the veteran obtaining a passing rating under the criteria and 100-point system established for the position without the addition of the credit points.
3. In accordance with Minn. Stat. § 43A.11 and Minn. Stat. § 197.55, a credit of ten points will be added to a disabled veteran's rating at the election of the disabled veteran so long as the City position being sought is exempted from veterans' preference by Minn. Stat. § 197.46. The receipt of the credit is conditional on the veteran obtaining a passing rating under the criteria and 100-point system established for the position without the addition of the credit points.

## **PROBATIONARY PERIOD**

### **POLICY**

1. Purpose: The probationary period will be regarded as an integral part of the examination process and will be used for closely observing the employee's work, for securing the most effective adjustment of the employee to this position and for rejecting any employee whose performance does not meet the required standards. Employment remains "AT WILL" both during and following the probationary period.
2. Duration: All appointments will be probationary and subject to a probationary period of up to six (6) months service after appointment. The City can extend the probationary period beyond six (6) months for such period of time as the City at its discretion deems fit and necessary. At any time during the probationary period, any employee may be transferred or dismissed at the City's discretion.



3. **Applies to Promotions:** All promotions will be subject to a probationary period of up to six (6) months. If the employee who has been promoted is found unsuited for the work of the position to which promoted, at the City's discretion the employee may be reinstated to the position and rate of pay of the position from which the employee was promoted.
4. **Affects Leave Benefits:** During the initial probationary period, but not during a promotional period, an employee will not be entitled to vacation leave during the first six months of employment. Vacation leave accrues from the start of employment.

## **DRUG, ALCOHOL, AND CANNABIS TESTING AND DRUG-FREE WORKPLACE ACT POLICY FOR NON-COMMERCIAL DRIVERS (NON-DOT)**

### **Purpose**

The city of Falcon Heights has a vital interest in maintaining safe, healthful, and efficient working conditions for employees, and recognizes that individuals who are impaired because of drugs and/or alcohol jeopardize the safety and health of other workers as well as themselves. The city of Falcon Heights does not intend to intrude into the private lives of its employees, but strongly believes that a drug, alcohol and cannabis-free workplace is in the best interest of employees and the public alike. Alcohol, drug, and cannabis abuse can cause unsatisfactory job performance, increased tardiness and absenteeism, increased accidents and workers' compensation claims, higher insurance rates, and an increase in theft of city property. The city of Falcon Heights's Drug, Alcohol and Cannabis Testing Non-DOT policy has been established for the purpose of providing a safe workplace for all.

City employees and applicants required to hold a commercial driver's license by the United States Department of Transportation ("DOT") for their job will be tested under the city's Policy on Controlled Substance and Alcohol Testing for Commercial Drivers (the "DOT Policy"). All other employees and job applicants offered employment with the city must undergo testing as described by this policy.

To ensure the policy is clearly communicated to all employees and applicants to whom offers of employment have been made, and to comply with state law, employees and applicants are required to review this policy and sign the "policy acknowledgement." A job applicant will also acknowledge in this form that he/she understands that passing the drug test is a requirement of the job.

## **Persons Subject to Testing and Circumstances Under Which Testing May Be Required**

Under this policy, the city may test any applicant to whom an offer of employment has been made and may test employees for alcohol and/or drugs, including cannabis, under the following circumstances with a properly accredited or licensed testing laboratory, in accordance with Minn. Stat. § 181.953, subd. 1.

### **a. Reasonable Suspicion Testing:**

Consistent with Minn. Stat. § 181.951, subd. 5, employees will be subject to alcohol and/or drug testing, including cannabis testing, when reasonable suspicion exists to believe that the employee:

- Is under the influence of alcohol, drugs or cannabis; or
- Has violated written work rules prohibiting the use, possession, sale or transfer of drugs, alcohol, or cannabis, while working, while on city property, or while operating city vehicles, machinery or any other type of equipment; or
- Has sustained a personal injury as defined in Minn. Stat. § 176.011, subd. 16 or has caused another employee to sustain an injury or;
- Has caused a work-related accident or was operating or helping to operate machinery, equipment, or vehicles involved in a work-related accident.

Reasonable suspicion may be based upon, but is not limited to, facts regarding appearance, behavior, speech, breath, odor, possession, proximity to or use of alcohol, drugs or cannabis or containers or paraphernalia, poor safety record, excessive absenteeism, impairment of job performance, or any other circumstances that would cause a reasonable employer to believe that a violation of the city's policies concerning alcohol, drugs or cannabis may have occurred. These observations will be reflected in writing on a Reasonable Suspicion Record Form.

For off-site collection, employees will be driven to the employer-approved medical facility by their supervisor or a designee. For an on-site collection service, the employee will remain on site and be observed by the supervisor or designee. The medical facility or on-site collection service will take the urine or blood sample and will forward the sample to an approved laboratory for testing.

Pursuant to the requirements of the Drug-Free Workplace Act of 1988, all city employees, as a condition of continued employment, will agree to abide by the terms of this policy and must notify the City Administrator of any criminal drug statute conviction for a violation occurring in the workplace not later than five days after such conviction. If required by law or government contract, the city will notify the appropriate federal agency of such conviction within 10 days of receiving notice from the employee.

Right of Refusal: Employees and job applicants have the right to refuse to submit to an alcohol, drug, or cannabis test under this policy. However, such a refusal will subject an employee to immediate termination. If an applicant refuses to submit to applicant testing, any conditional offer of employment will be withdrawn. Any intentional act or omission by the employee or applicant that prevents the completion of the testing process constitutes a refusal to test.

An applicant or employee who substitutes, or attempts to substitute, or alters, or attempts to alter a testing sample is considered to have refused to take a drug alcohol or cannabis test. In such a case, the employee is subject to immediate termination of employment, and in the case of an applicant, the job offer will be immediately withdrawn.

An employee or job applicant who, on religious grounds, refuses to undergo drug and/or alcohol testing, including cannabis testing, of a blood sample will not be considered to have refused testing, unless the employee or job applicant also refuses to undergo drug, alcohol, or cannabis testing of a urine sample.

## **Prohibition Against Drugs and Alcohol**

Prohibition. Employees are prohibited from the use, possession, transfer, transportation, manufacture, distribution, sale, purchase, solicitation to sell or purchase, or dispensation of alcohol, drugs, including cannabis, or drug paraphernalia, while on duty; while on city premises; while operating any city vehicle, machinery, or equipment; or when performing any city business, except (1) pursuant to a valid medical prescription used as properly instructed; (2) the use of over-the-counter drugs used as intended by the manufacturer; or (3) when necessary for approved law enforcement activity.

Besides having a zero-tolerance policy for the use or possession of alcohol, illegal drugs, or misused prescription drugs on the worksite, we also prohibit the use, possession of, impairment by any cannabis or medical cannabis products (e.g., hash oils, edibles or beverages containing cannabinoids, or pills) on the worksite by a person working as an employee at the city or while "on call" and subject to return to work. Having a medical marijuana card, patient registry number, and/or marijuana prescription from a physician does not allow anyone to use, possess, or be impaired by that drug here. Likewise, the fact that cannabis may be lawfully purchased and consumed does not permit anyone to use, possess, or be impaired by them here. The federal government still classifies cannabis as an illegal drug, even though some states, including Minnesota, have decriminalized its possession and use. There is no acceptable concentration of marijuana metabolites in the blood or urine of an employee who operates our equipment or vehicles or who is on one of our worksites. Applicants and employees are still subject to being tested under our drug, alcohol and cannabis testing policy. Employees are subject to being disciplined, suspended, or terminated after testing positive for cannabis if the employee used, possessed, or was impaired by

cannabis, including medical cannabis, while on the premises of the place of employment or during the hours of employment.

Employees are prohibited from being under the influence of alcohol or drugs, including cannabis, or having a detectable amount of an illegal drug in the blood or urine when reporting for work; while on duty; while should be while on the city's premises; while operating any city vehicle, machinery, or equipment; or when performing any City business, except (1) pursuant to a valid medical prescription used as properly instructed; or (2) the use of over-the-counter drug used as intended by the manufacturer.

**Driving While Impaired:** A conviction of driving while impaired in a city-owned vehicle at any time during business or non-business hours, or in an employee-owned vehicle while conducting city business, may result in discipline, up to and including discharge.

**Criminal Drug Convictions:** Any employee convicted of any criminal drug statute must notify his or her supervisor and the City Administrator in writing of such conviction no later than five days after such conviction. Within 30 days after receiving notice from an employee of a drug-related conviction, the city will take appropriate personnel action against the employee up to and including discharge or require the employee to satisfactorily participate in a drug abuse assistance or rehabilitation program as an alternative to termination. In the event notice is not provided to the supervisor and the employee is deemed to be incapable of working safely, the employee will not be permitted to work and will be subject to disciplinary action, including dismissal from employment. In accordance with the Federal Drug-Free Workplace Act of 1988, if the city is receiving federal grants or contracts of over \$25,000, the city will notify the appropriate federal agency of such conviction within 10 days of receiving notice from the employee.

**Failure to Disclose Lawful Drugs:** Employees taking a lawful drug, including prescription and over-the-counter drugs or cannabis, which may impair their ability to perform their job responsibilities or pose a safety risk to themselves or others, must advise their supervisor of this before beginning work. It is the employee's responsibility to seek out written information from his/her physician or pharmacist regarding medication and any job performance impairment and relay that information to his/her supervisor. In the event of such a disclosure, the employee will not be authorized to perform safety-sensitive functions.

## **Review and Notification of Test Results**

**Notification of Negative Test Results:** In the case of job applicants and in accordance with Minn. Stat. § 181.953, the City Administrator or designee will notify a job applicant of a negative drug result within three days of receipt of result by the city, and the hiring process will resume. In accordance with Minn. Stat. § 181.953, subd. 3, a laboratory must report results to the city within three working days of the confirmatory test result. A

“Negative Test Results Notification” form will be sent to the job applicant, and the job applicant may request a copy of the test result report from the City Administrator or designee. In the case of current employees and in accordance with Minn. Stat. § 181.953, the City Administrator or designee will notify the employee of a negative drug and/or alcohol result within three days of receipt of result by the city. A “Negative Test Results Notification” form will be sent to the employee, and he or she may request a copy of the test result report from the City Administrator or designee.

**Notification of Positive Test Results:** In the event of a confirmed positive blood or urine alcohol drug, or cannabis test result, the city will notify the employee of a positive result within three days of receipt of the result. The City Administrator or designee will send to the employee or job applicant a “Positive Test Results Notification” letter containing further instructions. The employee or job applicant may contact the City Administrator or designee to request a copy of the test result report if desired. In accordance with Minn. Stat. § 181.953, subd. 3, a laboratory must report results to the city within three working days of the confirmatory test result.

**Right to Provide Information after Receiving Test Results:** Within three working days after notice of a positive drug, alcohol, or cannabis test result on a confirmatory test, the employee or job applicant may submit information to the city to explain the positive result. In accordance with Minn. Stat. § 181.953, subd. 10, if an employee submits information either before a test or within three working days after a positive test result that explains the positive test result, (such as medications the employee is taking), the city will not take an adverse employment action based on that information unless the employee has already been under an affirmative duty to provide the information before, upon, or after hire.

**Right to Confirmatory Retest:** A job applicant or employee may request a confirmatory retest of the original sample at the job applicant’s or employee’s own expense after notice of a positive test result on a confirmatory test. Within five working days after notice of the confirmatory test result, the job applicant or employee must notify the city in writing of the job applicant’s or employee’s intention to obtain a confirmatory retest. Within three working days after receipt of the notice, the city will notify the original testing laboratory that the job applicant or employee has requested the laboratory to conduct the confirmatory retest or transfer the sample to another qualified laboratory licensed to conduct the confirmatory retest. The original testing laboratory will ensure the control and custody procedures are followed during transfer of the sample to the other laboratory. In accordance with Minn. Stat. § 181.953, subd. 3, the laboratory is required to maintain all samples testing positive for a period of six months. The confirmatory retest will use the same drug and/or alcohol threshold detection levels as used in the original confirmatory test.

In the case of job applicants, if the confirmatory retest does not confirm the original positive test result, the city’s job offer will be reinstated, and the city will reimburse the job applicant for the actual cost of the confirmatory retest. In the case of employees, if the confirmatory retest does not confirm the original positive test result, no adverse

personnel action based on the original confirmatory test will be taken against the employee, the employee will be reinstated with any lost wages or salary for time lost pending the outcome of the confirmatory retest result, and the city will reimburse the employee for the actual cost of the confirmatory retest.

**Access to Reports:** In accordance with Minn. Stat. § 181.953, subd. 10, an employee will have access to information contained in his or her personnel file relating to positive test results and to the testing process, including all information gathered as part of that process.

**Dilute Specimens:** A negative or positive dilute test result (following a second collection) which has been confirmed will subject an employee to immediate termination.

## **Consequences for Employees Engaging in Prohibited Conduct**

**Job Applicants:**

The city's conditional offer of employment will be withdrawn from any job applicant who refuses to be tested or tests positive for illegal drugs as verified by a confirmatory test.

**Employees:**

- **No Adverse Action without Confirmatory Test.** The city will not discharge, discipline, discriminate against, or request or require rehabilitation of an employee based on a positive test result from an initial screening test that has not been verified by a confirmatory test.
- **Suspension Pending Test Result.** The city may temporarily suspend a tested employee with or without pay or transfer that employee to another position at the same rate of pay pending the outcome of the requested confirmatory retest, provided the city believes that it is reasonably necessary to protect the health or safety of the employee, co-employees, or the public.  
The employee will be asked to return home and will be provided appropriate arrangements for return transportation to his or her residence. In accordance with Minn. Stat. § 181.953, subd. 10, an employee who has been suspended without pay will be reinstated with back pay if the outcome of the requested confirmatory retest is negative.

**Discipline and Discharge**

**Confirmatory Positive Test Result:** The city will not discharge an employee for a first confirmatory positive test unless the following conditions have been met:

- The city has first given the employee an opportunity to participate in either a drug or alcohol counseling or rehabilitation program, whichever is more appropriate, as determined by the city after consultation with a certified chemical use counselor or physician trained in the diagnosis and treatment of chemical dependency. Participation by the employee in any recommended substance abuse treatment program will be at the employee's own expense or pursuant to the coverage under an employee benefit plan. The certified chemical use

counselor or physician trained in the diagnoses and treatment of chemical dependency will determine if the employee has followed the rehabilitation program as prescribed; and

- The employee has either refused to participate in the counseling or rehabilitation program or has failed to successfully complete the program, as evidenced by withdrawal from the program before its completion or by a refusal to test or positive test result on a confirmatory test after completion of the program.

#### Other Misconduct:

Nothing in this policy limits the right of the city to discipline or dismiss an employee on grounds other than a positive confirmatory test result, including conviction of any criminal drug statute for a violation occurring in the workplace or violation of other city personnel policies.

#### Emergency Call Back to Work Provisions:

If an employee is called out for a city emergency and he or she reports to work and is suspected of being under the influence of drugs, alcohol, or cannabis he or she will not be subject to the testing procedures of this policy but will not be allowed to work. Appropriate arrangements for return transportation to the employee's residence will be made. It is the sole responsibility of the employee who is under the influence of alcohol, drugs or cannabis and who is called out for a city emergency, to notify his or her supervisor of this information and advise if he or she is unable to respond to the emergency call back.

### **Non-Discrimination**

The city of Falcon Heights' policy on work-related substance abuse is non-discriminatory in intent and application; however, in accordance with Minn. Stat., ch. 363, disability does not include conditions resulting from alcohol or other drug or cannabis abuse which prevents an employee from performing the essential functions of the job in question or constitutes a direct threat to property or the safety of individuals.

Furthermore, the city will not retaliate against any employee for asserting his or her rights under this policy.

### **Definitions**

**Alcohol:** Means the intoxicating agent in beverage alcohol or any low molecular weight alcohols such as ethyl, methyl, or isopropyl alcohol. The term includes but is not limited to beer, wine, spirits, and medications such as cough syrup that contain alcohol.

**Alcohol use or usage:** Means the consumption of any beverage, mixture, or preparation, including any medication, containing alcohol.

**Applicant:** Means a person applying for a job with the city.

**Cannabis:** Means cannabis and its metabolites, including cannabis flower, cannabis products, lower-potency hemp edibles, and hemp-derived consumer products.

**Cannabis testing:** Mean analysis of a body component sample according to the standards established under one of the programs listed in Minn. Stat. § 181.953, subd.1, for the purpose of measuring their presence or absence of cannabis in the sample tested.

**City:** Means the city of Falcon Heights.

**City premises:** Means, but is not limited to, all city job sites and work areas. For the purposes of this policy, city premises also includes any other locations or modes of transportation to and from those locations while in the course and scope of employment of the city.

**City vehicle:** Means any vehicle which employees are authorized to use solely for city business when used at any time; or any vehicle owned or leased by the city when used for city business.

**Collection site:** Means a place designated by the city where job applicants and employees present themselves for the purpose of providing a specimen of their breath, urine, and/or blood to be analyzed for the presence of drugs and alcohol.

**Confirmatory test:** Means a drug, alcohol or cannabis test on a sample to substantiate the results of a prior drug, alcohol test or cannabis on the same sample, and that uses a method of analysis allowed under one of the programs listed in Minn. Stat. § 181.953, subd. 1.

**Drug:** Includes any “controlled substance” as defined in Minn. Stat. § 152.01, subd. 4, and also includes all cannabinoids, including those that are lawfully available for public consumption that do not otherwise qualify as being a “controlled substance” as defined in Minn. Stat. § 152.01, subd. 4. Cannabis and its metabolites are considered a “drug” for positions in the following categories, regardless of the kind of testing involved: safety sensitive positions; peace officer positions; firefighter positions; positions requiring face-to-face care, training, education, supervision, counseling or medical assistance to children, vulnerable adults or patients receiving treatment, examination or emergency care for a medical, psychiatric or mental condition; positions requiring a commercial driver's license or requiring the employee to operate a motor vehicle for which state or federal law requires drug or alcohol testing; positions funded by a federal grant; or other positions for which state or federal law requires testing of a job applicant or employee.

**Drug and/or alcohol testing, and drug and/or alcohol test:** Mean analysis of a body component sample according to the standards established under one of the programs listed in Minn. Stat. § 181.953, subd.1, for the purpose of measuring their presence or absence of drugs, alcohol, or their metabolites in the sample tested. "Drug and alcohol



testing," "drug or alcohol testing," and "drug or alcohol test" do not include cannabis or cannabis testing, unless stated otherwise.

**Drug paraphernalia:** Has the meaning set forth in Minn. Stat. § 152.01, subd. 18.

**Employee:** Means a person who performs services for compensation for the city and includes independent contractors except where specifically noted in this policy.

**Initial screening test:** Means a drug, alcohol, or cannabis test that uses a method of analysis under one of the programs listed in Minn. Stat. § 181.953, subd. 1.

**Job applicant:** Means a person who applies to become an employee of the city and includes a person who has received a job offer made contingent on the person passing drug testing.

**Positive test result:** Means a finding of the presence of alcohol, drugs, cannabis or their metabolites that exceeds the cutoff levels established by the city. Minimum threshold detection levels are subject to change as determined in the city's sole discretion.

**Random selection basis:** Means a mechanism for selection of employees that (1) results in an equal probability that any employee from a group of employees subject to the selection mechanism will be selected, and (2) does not give an employer discretion to waive the selection of any employee selected under the mechanism.

**Reasonable suspicion:** Means a basis for forming a belief based on specific facts and rational inferences drawn from those facts.

**Safety-sensitive position:** Means a job, including any supervisory or management position, in which an impairment caused by drug, alcohol, and/or cannabis usage would threaten the health or safety of any person.

**Under the influence:** Means (1) the employee tests positive for alcohol drugs, or cannabis or (2) the employee's actions, appearance, speech, and/or bodily odors reasonably cause the city to conclude that the employee is impaired because of illegal drug use or alcohol use.

## **SERVICE TIME**

### **POLICY**

1. Service time is the employee's length of continuous service with the City commencing with the first day of hire. Employees will be on a probationary basis for at least six (6) months from the date of hire. Upon a successful completion of the probationary period, service time will be accumulated from the first day of hire.
2. From time to time, personal circumstances, illness or civic duty may require an employee's absence from work for periods of varying duration. Authorized leaves of absence for vacation, sick leave, funeral leave, medical leave, maternity absence, leave under the Family and Medical Leave Act, parenting leave, school conference and activities leave, sick child care leave, military leave, injury leave, and jury duty will not interrupt the accumulation of continuous service, provided the employee meets the conditions required by the City of such leaves.
3. Service time will not accumulate during a general leave of longer duration than one week.

## **TEMPORARY, CASUAL, AND PART-TIME EMPLOYMENT**

### **POLICY**

1. Persons whose employment is temporary or seasonal will not be entitled to vacation leave, holiday pay or insurance benefits, except for workers compensation insurance.
2. Temporary employees do not accumulate service time.
3. Employee positions must be established by the budget.
4. Employees who are hired for positions requiring less than full time may be granted certain employee benefits based on actual hours worked, as determined by the City and as may be required by law.
5. An employee on a temporary, casual, or part-time status will be entitled to such public employee benefits as may be provided under the Public Employment Labor Relations Act, Minnesota Statutes Chapter 179A.

## **EMPLOYMENT OF SPOUSES AND RELATIVES**

### **POLICY**

1. An applicant related to any elected or appointed official or employee will not be considered for employment in a work situation where the relative would also be employed if it would result in a conflict of interest. The words "related" or "relative" for the purpose of this policy will mean: mother, father, spouse, domestic partner, son, daughter, brother or sister.
2. Conflict of interest means:
  - a. Where one employee would supervise or have the authority to appoint, remove or discipline a relative.
  - b. Where one relative would be responsible for auditing the work of another relative.
  - c. Where circumstances exist which would place a relative in a situation of actual or foreseeable conflict between the City's interests and the relative's interest.
  - d. Where the employment of a relative of a policy level employee of an organization with whom the City deals would give the appearance of improper influence or favor.
  - e. Where confidentiality of the City would be jeopardized.
3. Promotions or transfers of a relative which would result in a conflict of interest will not be acted upon until the conflict is satisfactorily resolved.

## **OUTSIDE EMPLOYMENT**

### **POLICY**

1. Full-time employees may not engage in outside employment which might in any way hinder the objectives and performance of their duties or impair their efficiency on the job.
2. Outside employment must be requested in writing and approved in advance by the City Administrator.

## **PROMOTIONS/TRANSFERS/DEMOTIONS**

### **POLICY**

1. It is the City's policy to fill employment vacancies by promotion or transfer insofar as practical, and in case of equal qualifications to give consideration to length of service.
2. All promotions will be subject to a probationary period of six (6) months. If the employee who has been promoted is found unsuited for the work of the position to which promoted, at the City's discretion the employee may be reinstated to the position and rate of pay of the position from which the employee was promoted.
3. Employees will be entitled to vacation leave during a probationary promotion period if they have fulfilled the requirements for vacation time in their prior position.
4. If an employee is transferred, promoted or demoted, the rate of pay will be determined as follows:
  - a. In the case of a transfer or promotion, if the rate of pay for the former position is less than the minimum rate established for the new position, the rate will be advanced to the minimum of the position to which transferred or promoted.
  - b. In the case of a transfer or demotion, if the rate of pay in the former position is more than the maximum rate established for the new position, the rate of pay may be reduced to the maximum rate or to an intermediate rate of the position to which transferred or demoted. Such determination will be made by the City Administrator.
  - c. In case of a transfer for the good of the City and/or the employee and not in the nature of a promotion or demotion, the rate of pay will remain the same.
5. An applicant for City employment or a City employee seeking promotion must not directly or indirectly render any service or pay any money or other valuable consideration to any person for or in connection with the applicant's or employee's employment test or proposed appointment or promotion.

## **RESIGNATION**

### **POLICY**

1. Any employee wishing to leave City employment in good standing must file with the employee's supervisor, at least 14 days before leaving, a written resignation stating the effective date of the resignation. Failure to comply with this particular procedure may be cause for denying such employee future employment by the City and denying termination leave benefits.
2. Unauthorized absence from work for a period of three (3) working days may be considered by the City as a resignation, without benefits.
3. An employee who has resigned from a position may be considered for re-employment but will have no inherent right to any position.

## **LAYOFFS**

### **POLICY**

The City may layoff any employee whenever such action is necessary due to shortage of work or funds or when a position has been abolished.

## **DISCIPLINARY ACTION**

### **POLICY**

1. City employees are subject to disciplinary actions for failing to fulfill their duties and responsibilities, including failure to observe policies and work rules. It is the policy of the City to administer disciplinary penalties without discrimination. A supervisor will investigate any allegation for which disciplinary action might be based before any disciplinary action is taken. Employees serve at the will of the City and notwithstanding anything in this policy, may be dismissed with or without cause.
2. Possible disciplinary actions include the following:
  - a. An employee may be given an oral reprimand by the employee's immediate supervisor. Documentation of the oral reprimand will be placed in the employee's personnel file.

- b. An employee may be given a written reprimand by the employee's immediate supervisor. A written reprimand will state that the employee is being warned for misconduct. The written reprimand will contain a description of the misconduct, past action taken by the supervisor to correct the problem, a statement urging prompt correction or improvement by the employee, time tables and goals for improvement when appropriate, and an outline of future penalties that may be imposed should the misconduct continue. The employee will be given a copy of the reprimand after the employee signs the original acknowledging its receipt. The signature of the employee on the reprimand will not mean that the employee agrees with the reprimand. The reprimand will be placed in the employee's personnel file.
- c. An employee may be suspended up to ten (10) days with pay by the employee's immediate supervisor. The immediate supervisor will notify the City Administrator of the suspension with pay. The suspension with pay will continue only upon the approval of the City Council. Upon the City Council's approval of the suspension, the employee will be notified in writing of the reason for the suspension and its length. Upon the employee's return to work, the employee will be provided a written statement outlining further disciplinary actions that may be taken should the misconduct continue. Suspension with pay will include suspending an employee pending investigation of allegations of misconduct against the employee. All suspensions with pay will be reduced to writing and placed in the employee's personnel file. If the suspension with pay is for investigation of allegations of misconduct and the allegations prove to be false, at the discretion of the City Council the written suspension with pay will be removed from the employee's personnel file and back pay may be issued.
- d. An immediate supervisor may suspend an employee with pay pending a decision by the City Administrator to suspend the employee without pay. Prior to the suspension without pay or as soon thereafter as possible, the employee will be notified in writing of the reason for the suspension without pay and its length. Upon the employee's return to work, the employee will be provided a written statement outlining further disciplinary actions that may be taken against the employee should the misconduct continue.
- e. An employee may also be suspended without pay by the City Council. The suspension without pay will be reduced to writing and placed in the employee's personnel file. If the suspension without pay is for investigation of allegations of misconduct and the allegations prove to be false, the written suspension without pay will be removed from the employee's personnel file and the employee will be entitled to any

compensation to which the employee is entitled had the suspension not taken place.

- f. An employee may be involuntarily demoted, required to transfer to a comparable employment position, or have the employee's salary decreased or the employee's salary increase withheld by the City Council. In no event will an employee's salary be decreased below the salary schedule approved for the employee's position by the City. Prior to such action or as soon thereafter as possible, the employee will be notified of the reason for the action. The action taken will be reduced to writing and placed in the employee's personnel file.
  - g. Any employee may be dismissed by the City Council.
  - h. Veterans' Preference Act Exception: Notwithstanding the possible disciplinary actions listed in this handbook, no City employee who is a veteran as defined by Minn. Stat. § 197.447 may be removed from City employment, except in accordance with and as provided by Minn. Stat. § 197.46.
3. In the case of suspension, or demotion, an employee will be granted a review by the City Council if the employee submits a written request for a review to the City Administrator within five (5) working days of notification of the action taken.

## **PERFORMANCE APPRAISALS**

### **POLICY**

Employees will receive formal performance appraisals generally annually from their designated supervisor. A copy of the performance appraisal will be placed in the employee's personnel file and provided to the employee. Supervisors and employees are encouraged to discuss job performance and goals on an informal, day-to-day basis.

## **POLITICAL ACTIVITY**

### **POLICY**

- 1. City employees have the right to express their views and to pursue legitimate involvement in the political system. However, no city employee will directly or indirectly, during hours of employment, solicit or receive funds for political purposes.

2. Further, any political activity in the workplace must be pre-approved by the city to avoid any conflict of interest or perception of bias such as using authority or political influence to compel another employee to apply for or become a member in a political organization.
3. If any employee is elected or appointed to the City Council, the employee must resign or obtain a leave of absence.

## **TRAVEL**

### **POLICY**

#### **APPROVAL AND ADVANCES**

1. All travel and seminar attendance by City employees require prior approval by the City Administrator or the City Administrator's designee. All travel and seminar attendance by the City Administrator must be in accordance with the City's adopted budget.
2. Approval for travel must be obtained prior to seminar registration or other final travel arrangements. Approval must be requested at least 72 hours prior to departure.

#### **ALLOWABLE EXPENSES**

4. Accommodations must be selected at reasonable cost, consistent with the facility available and convenient to location of the conference or business meeting attended. An employee may claim only the actual and necessary cost of single occupancy where a double or multiple-occupancy has occurred.
5. Allowable transportation costs will include reimbursement for: mileage accumulated on personal vehicle at prevailing mileage rate; actual round trip coach rate airfare; or actual receipted expenses for City-owned vehicles, as required and as approved.
6. Reimbursement for meals will be made at reasonable cost, as required and as approved. A per diem amount of up to \$40 per day will be reimbursed to employees for actual costs of meals. There is no reimbursement for alcoholic beverages. An explanation must be included for cost of meals exceeding per diem guideline. Other miscellaneous expenses may be authorized, as required and as approved.
7. Reimbursement for long distance telephone calls will be allowed as follows:
  - City business



- One call to a family member per day of 10 minutes or less

## **EMPLOYEE EXPENSE REPORTS**

8. Within five (5) working days upon return to work, an employee must submit an Employee Expense Report for approval by the employee's supervisor and the City Administrator or the City Administrator's designee. Receipts for expense items must accompany each expense report.

## **USE OF VEHICLES**

### **POLICY**

1. An employee using a City vehicle must have a valid driver's license in the appropriate class. Any violation of this provision shall subject the employee to disciplinary action up to and including termination.
2. Employees using City vehicles must be particularly mindful of all traffic regulations and courtesies of the road. Abuses and violations may subject the employee to disciplinary action, up to and including termination.
3. Unless approved by the City Administrator, the use of City vehicles for personal reasons is prohibited. Violation of this provision may subject the employee to disciplinary action.
4. The mileage rate for reimbursement shall be the rate approved by the City Council and the IRS. Claims shall be submitted on an Employee Expense Report provided by the Finance Director, and shall be itemized, showing the date, destination, purpose of the trip, and mileage, and be signed by the person making the claim. Mileage reimbursement shall be made upon the City Administrator's or immediate supervisor's approval of the claim. Employees using their personal vehicle and claiming mileage reimbursement on City business shall assume liability through the employee's own vehicle insurance carrier for personal injury, property damage, and comprehensive/collision damage to their vehicle. Any traffic violations incurred while on City business are the responsibility of the employee to satisfy. Use of the employee's private vehicle for City business must also meet requirements of the U.S. Internal Revenue Service as to the reporting of claims for mileage paid by the City.
6. An accident while on City business with either a City vehicle or a private vehicle shall be immediately reported verbally to the supervisor and to the City Administrator. This initial report shall be followed up with completion of the

required insurance carrier form and pertinent incident reports as soon as possible.

## **USE OF TELEPHONE**

### **POLICY**

1. The telephone is recognized as a most important means of communication with citizens, the general public, and fellow workers, often the first impression a person has of City government. Employees will answer promptly and identify themselves. They will be courteous, tactful and use good judgment at all times.
2. Adequate coverage of telephones will be a main consideration in scheduling lunch periods, breaks, and time off.
3. The receiving and making of local telephone calls for personal reasons must be kept to a minimum. Abuse of this privilege may subject the employee to disciplinary action.
4. Employees must reimburse the City for long distance charges on personal calls.

## **EMAIL**

### **POLICY**

1. The City maintains an email system. This system is provided by Metro-Inet to assist in conducting City business.
2. All messages composed, sent, or received on the email system are and remain the property of the City. They are not the private property of any employee.
3. The use of the email system is reserved for conducting City business.
4. The email system may not be used to solicit or proselytize for commercial ventures, religious or political causes, outside organizations, or other non-job related solicitations.
5. The email system is not to be used to create, send, print or disseminate any offensive or disruptive messages. Among those which are considered offensive, are any messages which are pornographic or which contain sexual implications, racial slurs, gender-specific comments, discriminatory comments, or any other comment that offensively addresses someone's age, sexual orientation, religious

or political beliefs, national origin, or disability. Additionally, offensive or sexually oriented emails are in violation of the City's Offensive Behavior policy.

6. The email system shall not be used to send (upload) or receive (download) copyrighted materials, trade secrets, proprietary information or similar materials without prior authorization.
7. The email system shall not be used for engaging in any activity in violation of local, state, or federal law.
8. The City has and will exercise the right to review, audit, intercept, access and disclose all messages created, received or sent over the email system for any purpose. The contents of the email properly obtained for legitimate business purposes, may be disclosed within the City without the permission of the employee. An employee should have no expectation of privacy in messages or files they create, send, read or listen to on City computers.
9. The confidentiality of any message should not be assumed. Even when a message is erased, it is still possible to retrieve and read that message. Further, the use of passwords for security does not guarantee confidentiality. E-mail messages should be drafted in the same manner and with the same care as any communication in printed form on the City letterhead.
10. Notwithstanding the City's right to retrieve and read any email messages, such messages should be treated as confidential by other employees and accessed only by the intended recipient. Employees are not authorized to retrieve or read any e-mail messages that are not sent to them. Any exception to this policy must receive prior approval by the Network Administrator.
11. Employees shall not use a code, access a file, or retrieve any stored information, unless authorized to do so. Employees should not attempt to gain access to another employee's messages without the latter's permission.
12. Employees must also abide by Metro-INET's Acceptable Use Policy (see appendix).

## **INTERNET**

### **POLICY**

As an employee of the City of Falcon Heights you are provided with access to the vast information resources of the Internet. The facilities to provide that access represent a considerable commitment of the City resources for telecommunications, networking, software, storage, etc. This Internet usage policy is designed to help you understand

our expectations for the use of those resources in the particular conditions of the Internet, and to help you use those resources wisely.

Unnecessary or unauthorized Internet usage causes network and server congestion. It slows other users, takes away from work time, consumes supplies and ties up printers and other shared resources. Unlawful Internet usage may also garner negative publicity for the City and expose the City to significant legal liabilities.

This policy applies to all users of City-owned-and-operated computer systems and networks. Any exceptions to this policy require the expressed written consent of the City.

Any employee who discovers a violation of this policy shall immediately notify the City Administrator.

Any employee who violates this policy or uses the Internet system for improper purposes shall be subject to discipline, up to and including discharge.

1. The use of the City's Internet is intended for City business, including research, communication and professional purposes within the business objectives of the City.
2. The City reserves the right to monitor and review all employee Internet usage. No employee should have any expectation of privacy as to his or her Internet usage.
3. The confidentiality of any electronic message using the City's Internet system should not be assumed. Even when a message is erased, it is still possible to retrieve and read that message.
4. Personal use of Internet service cannot interfere with business operations and should be limited to non-working hours. Any personal communications made on a matter of public concern must not disrupt the efficiency of the city's operation, including by negatively affecting morale. Put another way, such public comments must not undermine any city department's ability to effectively serve the public. Avoid using statements, photographs, video or audio that reasonably may be viewed as malicious, obscene, threatening or intimidating, disparaging, or might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of sex, race (including traits associated with race, including, but not limited to, hair texture and hairstyles such as braids, locs and twists), national origin, age, color, creed, religion, disability, marital status, familial status, veteran status, sexual orientation, gender identity, or gender expression, status with regard to public assistance or membership or activity in a local human rights commission

5. Internet services, or any other network or computer resources, shall not be used for viewing, archiving, storage, distribution, editing or recording of threatening, obscene, harassing or derogatory material or transmittal of material that is confidential to the City.
6. Internet services, or any other network or computer resources, shall not be used for the viewing, archiving, storage, distribution, editing or recording of any kind of sexually explicit image, material or document.
7. Use of the Internet system to receive (download) software programs, utilities or software extensions is prohibited without prior authorization from the Network Administrator. This includes, but is not limited to, screen savers, games and utility programs. It does not include files such as Word documents, Excel documents, Adobe Portable Document Format (pdf) files and the like.
8. Any software or files downloaded via the Internet into the network become the property of the City. Any such files or software may be used only in ways that are consistent with their licenses or copyrights.
9. No employee may use City facilities knowingly to download or distribute pirated software or data. The use of file swapping software on City computers and City networks is prohibited.
10. No employee may use the City's Internet facilities to deliberately propagate any virus, worm or other illegal program code.
11. No employee may use the City's Internet facilities knowingly to disable or overload any computer system or network or to circumvent any system intended to protect the privacy or security of another user.
12. The City's Internet facilities and computer resources shall not be knowingly used to violate the laws and regulations of the United States or any other nation, or the laws and regulations of any state, city, province or other local jurisdiction in any material way. Use of any City resources for illegal activity is grounds for immediate dismissal, and the City will cooperate with any legitimate law enforcement activity.
13. Users of the City's information systems are prohibited from using password protection to restrict access to files on the City's systems without authorization from the Network Administrator.
14. Each employee using the Internet facilities of the City shall identify himself or herself honestly, accurately and completely (including one's company affiliation and function where requested) when participating in chats or newsgroups or when setting up accounts on outside computer systems.

15. Anything an employee writes in email or on the Internet in the course of working for the City can be taken as representing the City's posture. For this reason, users of the City's Internet system are prohibited from using their City email address or otherwise identifying themselves as employees of the City when participating in non-work related online discussion forums, bulletin board, web sites or chat sessions.
16. Employees are reminded that chats and newsgroups are public forums where it is inappropriate to reveal private or confidential data. Employees releasing protected information via a newsgroup or chat, whether or not the release is inadvertent, will be subject to discipline.
17. Use of the City's Internet facilities to commit infractions such as misuse of City assets or resources, offensive behavior, illegal activity, unauthorized public speaking and misappropriation or theft of intellectual property are prohibited.
18. Employees must also abide by Metro-INET's Acceptable Use Policy (see appendix).

## **NEWS RELEASE**

### **POLICY**

1. To the extent possible, any employee who is requested by the news media to provide information regarding City business will refer the request to the City Administrator or the City Administrator's designee.
2. Employees will not issue City news releases without prior approval of the City Administrator or the City Administrator's designee.
3. Except during regular working hours, any individual employee has the right to comment on any public matter in the employee's individual capacity as a private citizen.

## **PERSONNEL RECORDS OF EMPLOYEES**

### **POLICY**

Personal records are the official personnel records of the City and are, therefore, important to all employees. It is the responsibility of each employee to check annually to ensure that the data listed below is correct and reflects current information about the employee. It is the employee's responsibility to see that the following items are kept current at all times:

- a. Correct home address and telephone number;
- b. Changes in dependents (for withholding tax purposes);
- c. Person to contact in case of emergency;
- d. Beneficiary changes (group life insurance and pension); and
- e. Legal change in name.

## **PROHIBITION AGAINST REQUESTING OR ACCEPTING GIFTS**

### **POLICY**

1. City employees may not solicit or accept gifts from any person or company that has a direct financial interest in a decision that the City Council is authorized to make. Gifts may not be accepted from consultants, vendors, job applicants, local businesses, or others that have a financial interest in the decision the City Council may make.
2. The only exceptions to the ban on gifts are:
  - services of insignificant monetary value;
  - a plaque or similar memento recognizing individual services in a field of specialty or a charitable cause;
  - a trinket or memento with a value of \$5 or less;
  - informational material of unexceptional value;
  - food or beverage given at a reception, meal, or meeting away from the employee's place of work by an organization before whom the employee appears to make a speech or answer questions as part of a program;
  - gifts given because of the employee's membership in a group, a majority of whose members are not local officials, and an equivalent gift is given to the other members of the group; or
  - gifts given by a person who is a member of the employee's family unless the gift is given on behalf of the City to someone who is not a member of the family.
3. All employees who are "appointed officials" must also comply with Minn. Stat. § 471.895.

## **HOURS OF WORK**

In order to adequately provide City services and to provide the basis for employee compensation, the City must assure the availability of personnel and specify the number of hours and days the City Council expects employees to be at their jobs.

### **POLICY**

1. Forty (40) hours of actual attendance on duty will constitute the regular work week.
2. Except as otherwise provided, the regular work day will begin at 8:00 a.m. and end at 4:30 p.m., with one-half (1/2) hour unpaid period therein constituting a lunch period. Two 15-minute breaks are also awarded per full workday. The regular work week will consist of five (5) consecutive eight (8) hour work days, Monday through Friday, or an equivalent number of hours pursuant to a work schedule arranged with the supervisor and approved by the City Administrator.
3. The City Administrator may establish the scheduled hours of work for employees. Such hours cannot be less than the minimum hours described in this policy, but may vary for shift requirements and other times deemed necessary to properly provide City services beyond regular business hours.
4. Flex-time schedules may be established only with the approval of the City Administrator. Each employee must adhere to a schedule which has been established by taking into consideration the work load and necessary services provided by the City.
5. All overtime must be approved by the appropriate supervisor.

## **WORK TIME REQUIREMENT AND REPORTING**

### **POLICY**

1. Employees are required to fill out weekly time reports.
2. If an employee is late for work, the employee will report to their supervisor the reason for the late arrival. If possible, the employee will contact the supervisor ahead of time and inform the supervisor that the employee will be late and the time the employee expects to arrive. The supervisor may deduct the lost time from the time report when there is insufficient reason for the late arrival or there is repeated lateness. Repeated late arrivals will result in written reprimand, suspension or termination.



3. Employees are expected to be at their work areas at the start of their work day, and promptly return to their work areas at the conclusion of their lunch break and coffee breaks.

## **PAY PERIOD**

### **POLICY**

1. Payday for all employees will be semi-monthly. Employees will receive pay on the 15th and on the last day of each month. In the event that either day falls on a weekend or holiday, paychecks will be distributed or deposited on the day preceding the weekend or holiday.
2. Time cards for the prior week must be completed and submitted to the Administrator or designee by noon on Monday for the preceding workweek.
3. All employees are encouraged to have their paycheck automatically deposited in their checking or savings account on payday. You don't have to change your present banking relationship to take advantage of this service.

## **OVERTIME PAYMENT**

### **POLICY**

1. Authorized overtime work performed by non-exempt employees will be compensated at one and one-half (1-1/2) times the regular rate of pay.
2. Supervisors are responsible to schedule work so as to minimize overtime payment. When authorized by the appropriate supervisor or designee, overtime payment will be made.
3. Full-time and part-time non-exempt employees will receive one and one-half (1-1/2) times their normal hourly rate for all overtime in excess of 40 hours in any regular work week.
4. Temporary full-time and part-time non-exempt employees will receive one and one-half (1-1/2) times their regular hourly rate for all approved overtime in excess of 40 hours in any regular work week.

5. Full-time non-exempt employees called out for special duty on a regularly scheduled holiday will be compensated at one and one-half (1-1/2) times their regular hourly rate of pay in addition to their holiday pay.
6. Incidental time will be excluded from overtime consideration. Incidental overtime will mean overtime worked at the beginning or end of any non-exempt employee's shift in an amount not to exceed 15 minutes at either end of the work day.
7. For payroll purposes, overtime will be rounded off to the nearest one-quarter (1/4) of an hour.
8. At the discretion of the supervisor, a non-exempt employee may receive compensatory time off in lieu of overtime at a rate not less than one and one-half (1-1/2) hour for each hour of employment for which overtime compensation is required.

## **COMPENSATORY TIME**

### **POLICY**

1. Exempt employees, as designated by the City under the Fair Labor Standards Act, are not eligible for overtime compensation.
2. Employees holding positions not designated by the City as exempt will be considered non-exempt employees who are subject to the provisions of the Fair Labor Standards Act. Such non-exempt employees will be eligible for overtime compensation in accordance with the Act, subject to the following conditions:
  - a. Overtime to be accumulated as compensatory time must be approved in advance by the supervisor.
  - b. Compensatory time off must be claimed on a form provided by the City, and the request must be made to the employee's supervisor.

## **EMPLOYMENT BENEFITS**

### **POLICY**

Employee benefits mentioned in this section apply only to those employees hired for full-time positions and specifically exclude, contract, casual, part-time, temporary, or volunteer employees, except when such groups are expressly included by the provisions of this policy. Employees who are hired for positions requiring less than full

time may be granted certain employee benefits enumerated in this policy as determined by the City Council and as may be required by law.

## **TUITION REIMBURSEMENT PROGRAM**

### **POLICY**

1. Eligibility:
  - a) Upon successful completion of the probationary period, a full-time or permanent part-time employee will be eligible to apply for reimbursement for job-related educational course work.
  - b) Participation in this program is voluntary. All course work will be completed outside normal working hours.
2. In order to be eligible for tuition reimbursement, all requests for course work or a degree program must receive approval from the City Administrator or designee prior to taking the course and are subject to budget appropriations.
3. Reimbursement:
  - a) All full-time employees shall be eligible for reimbursement for tuition, required books as listed on the course syllabus and institutional fees associated with post-high school level courses or programs which are work-related or part of a formal degree or certification program at institutions which are certified by the State Education Association.
  - b) The City will reimburse 100% of the expenses associated with course work which is work related and 75% of the expenses associated with the course work which is not work related but is required for the completion of a degree.
  - c) The maximum reimbursement is \$2000 per calendar year for full-time employees, with that amount pro-rated for part-time employees based upon the number of hours designated for the position compared to full-time hours.
  - d) The course must be successfully completed to be reimbursed, and the employee must re-pay this benefit if they leave the City's employ within one year of course completion.
    - a. One of the following constitutes successful completion of the course:
      - i. Letter grade of "B" or better.
      - ii. Pass in a pass/no pass system
      - iii. Certificate from the instructor indicating satisfactory completion of the course if grades are not issued.

## EMPLOYEE INSURANCE

### POLICY

Insurance benefits will be available to full-time employees and their immediate families. The City will contribute toward these health premiums in an amount determined by the City Council. Basic long-term disability and life insurance in an amount determined by the City Council will be at no cost to the full-time employee.

1. COBRA. The Minnesota Continuation Law and the Federal Consolidated Omnibus Budget Reconciliation Act ("COBRA") permit an employee to continue, at the employee's expense, coverage under the City's insurance plan(s) at the time of an unpaid leave, resignation, termination, or retirement if the employee does not have the same type of coverage under another employer group plan and is not entitled to Medicare.
2. Continuation Period. The length of continuation depends on the Qualifying Event that applies to the employee's loss of coverage:
  - a. 18 months, if the employee is presently a City employee and the employee's coverage would stop because the employee's employment is terminated or the employee's work hours are reduced below the qualifying level for coverage (this period may be extended to 36 months if another qualifying event, listed below, occurs during the original 18-month period--an employee must notify the City Administrator or designee within 60 days of a second qualifying event); or
  - b. 36 months, if an individual is not an employee but is:
    - i. A separated or divorced spouse or child of a City employee;
    - ii. A surviving spouse or child of a deceased City employee;
    - iii. A child of a City employee, and is no longer an eligible dependent as defined in City insurance plan; or
    - iv. A dependent that loses dependent coverage when the City employee becomes enrolled in Medicare benefits.
3. Termination of Continuation Coverage.
  - a. An employee's right to continuation coverage will cease immediately if the employee fails to pay the required premium due.
  - b. Plan eligibility ceases if:

- i. An employee becomes covered under another group plan as a result of employment, re-employment, marriage, or remarriage; or
- ii. An employee, an employee's spouse, or an employee's dependent children become enrolled in Medicare, in which case coverage ceases for each individual so covered; or
- iii. All City insurance plans under this policy are terminated.

## **CHANGES IN COVERAGE**

### **POLICY**

1. The employee is responsible for notifying the City of any changes that the employee wishes to make in the employee's insurance coverage or retirement plan, such as:
  - a. Change of address or phone;
  - b. Change of name;
  - c. Change of beneficiary; and
  - d. Change in type of coverage.
2. It is very important that the City be notified immediately as these changes occur. Contact the Finance Director for the necessary forms to make these changes.

## **WORKERS' COMPENSATION**

### **POLICY**

1. In accordance with the laws of the State of Minnesota, the City provides coverage for medical expenses in the event of work related injury or disease, plus partial salary continuation in the event of disability, and additional benefits if the injury or disease causes partial or regular disability or death.
2. Employees are automatically covered under the workers' compensation plan as soon as employment begins. To be eligible for workers' compensation, the injury or disease must arise out of, and occur during, the course of employment.

3. The City pays the entire cost of this protection. Benefits paid depend entirely on the benefit schedule set up by the State of Minnesota and applicable at the time the work related injury or disease is incurred.
4. It is the injured employee's responsibility to immediately report any work related injury or disease to the employee's supervisor as soon as possible after the injury occurs or the disease is diagnosed.
5. The immediate supervisor is responsible to see that the First Report of Injury is filed with the City within 48 hours following the injury. This report is prepared by the supervisor during an interview (if possible) with the injured employee.
6. If an employee has a work-related injury or disease and is under a doctor's care, that employee cannot change doctors for treatment of this work-related injury or disease without first contacting the City's workers' compensation company and obtaining approval to make this change.

## **REQUEST FOR LEAVE**

### **POLICY**

1. An employee is required to fill out a Request for Leave form for any time absent from regularly scheduled work time. Request for Leave forms are required for:
  - a. Bereavement Leave
  - b. General Leave
  - c. Injury on Duty Leave
  - d. Jury Duty
  - e. Medical Leave
  - f. Military Leave
  - g. Earned Sick and Safe Leave
  - h. Vacation Leave
  - i. Comp. Time
  - j. Parenting Leave

- k. School Conference and Activities Leave
  - l. Family and Medical Leave Act Leave
2. The employee must also complete the weekly time sheets in a manner that will reflect any time off, using the categories as indicated above.

## **BEREAVEMENT LEAVE**

### **POLICY**

1. Employees shall be allowed up to three (3) working days, with pay, as bereavement leave upon the death of an immediate family member. This paid leave will not be deducted from the employee's vacation or sick leave balance. Immediate family is defined as the employee's parents, spouse, domestic partner, children, siblings, grandchild or grandparents, the spouse's parents, or a ward of the employee's household.
2. Employees shall be allowed up to one (1) working day, with pay, for the death of the spouse's grandparent or sibling, or the employee's son-in-law or daughter-in-law.
3. This leave will not be deducted from accrued sick or vacation leave.
4. Deviations from this policy may be approved by the City Administrator.

## **GENERAL LEAVE**

### **POLICY**

1. Employees may apply for an unpaid leave of absence for personal or emergency reasons. The granting of such leave will be at the sole discretion of the City Administrator and will not be granted for a period exceeding one hundred eighty (180) days in duration.
2. For efficiency in the conduct of City business, it is essential that the granting of such requests for leave be kept to a minimum. The City Administrator will consider:
  - a. Work load, taking into consideration the good of the services provided by the City;
  - b. Reason for leave; and
  - c. Length of service with the City.

3. Such leave may be granted by the employer for extended illness of the employee's family, civic activities or other reasons deemed appropriate by the employer.
4. Request for leave must be made in writing on a Request for Leave form with full explanation and, if possible, submitted to the appropriate supervisor fourteen (14) days in advance of the leave date.
5. An employee on unpaid leave under this policy will be entitled to retain the employee's accrued leave and other benefits. The accrued leave and other benefits will be determined by the City as of the date the leave commences and may be used upon the employee's return. The employee will accrue no leave or other benefits for the period of time the employee is on leave.
6. An employee on an unpaid leave of absence may continue to participate in City insurance programs if such participation is permitted under the City's insurance policies. Such participation would be conditioned on the employee paying the entire premium for any insurance coverage the employee wishes to retain. Payment of the premium will be required effective as of the date the leave commences.
7. Service time will not accumulate during a general leave of absence of longer duration than one week.
8. Unauthorized absence from work by an employee for a period of three (3) working days will be considered by the City as a resignation without benefits.

## **HOLIDAYS**

### **POLICY**

1. The following days are observed as paid holidays:  
New Year's Day, January 1  
Martin Luther King Jr. Day, the third Monday in January  
President's Day, the third Monday in February  
Memorial Day, the last Monday in May  
Juneteenth, June 19  
Independence Day, July 4  
Labor Day, first Monday in September  
Veteran's Day, November 11  
Thanksgiving Day, the fourth Thursday in November  
The day following Thanksgiving Day  
Christmas Eve, December 24



Christmas Day, December 25

Floating Holiday, to be used at employee's discretion (must be used before the end of each year).

Whenever one of the above holidays falls on a Saturday, the preceding Friday will be observed as a holiday. Whenever one of the above holidays falls on a Sunday, the following Monday will be observed as a holiday.

If December 25 falls on a Saturday, the December 24 and 25 holidays will be observed on Thursday, December 23 and Friday, December 24. If the December 24 holiday falls on a Sunday, the December 24 and 25 holidays will be observed on Monday, December 25 and Tuesday, December 26.

2. Non-exempt employees who are required to be on duty on any holiday, or who agree to be on duty on any holiday, will be compensated at one and one-half (1-1/2) times their regular rate of pay. This pay shall be in addition to their holiday pay. For hours worked in excess of their work schedule day they shall be paid at double their hourly rate of pay.

## **INJURY ON DUTY LEAVE**

### **POLICY**

1. When any employee of the City suffers an injury on the job, a report of such accident must be made immediately by the employee's supervisor. This report must be made on the standard form supplied by the City's worker's compensation carrier, plus the supplementary form supplied by the Employee Safety and Health Committee. These forms must be completed and returned to Administration within 48 hours following the injury.
2. Injury leave will be granted to all employees who are injured or contract an occupational disease while in the actual performance of their assigned job, and are eligible because of the injury or illness for worker's compensation insurance coverage.
3. Injury on duty leave will be earned at the rate of one eight (8) hour day per month of full-time employment up to a maximum of 180 eight (8) hour days.
4. During such injury leave the City will pay such employee either as direct payment from injury on duty leave accrued, worker's compensation insurance benefits, or both. The total amount paid will not exceed the full pay which the employee would have received for such period. Employees receiving workers' compensation payments may be granted injury on duty leave pay for the amount of the difference between the employee's workers' compensation payment and

the employee's salary, to the extent that injury on duty leave is accrued. To clarify the record keeping of injury on duty leave used during the injury on duty leave, the injured employee will immediately contact Administration upon receipt of a workers' compensation check.

5. A day is defined as the combination of workers' compensation insurance and injury on duty pay sufficient to pay the employee gross pay equal to the pay the employee would receive for a scheduled work day.
6. For each day of injury time used one work day will be deducted from the employee's accumulated injury on duty leave.
7. An employee on injury time leave must keep the employee's supervisor informed of the employee's status on an established regular basis.
8. If injury leave extends beyond the employee's accrued injury time leave, the employee may use sick leave and vacation leave after the injury or duty leave is exhausted.
9. Employees using earned injury on duty leave will be considered to be working for the purpose of accumulating vacation or sick leave.
10. A full-time employee on injury leave will retain and continue to earn length of service time for the duration of the leave.
11. The City may request periodically a certificate from the employee's physician indicating sufficient disability to preclude the employee from performance of the employee's duties.
12. Before returning to work from injury leave, an employee must submit a letter from the employee's physician certifying the employee is fit and capable of performing the job the employee held before injury occurred.

## **COURT DUTY**

### **POLICY**

1. Regular employees subpoenaed as witnesses or called for jury duty shall be granted leave of absence for the time necessary to complete those duties.
2. All fees received as a juror, except mileage fees for the use of the employee's private vehicle, food or lodging, shall be paid to the City.

3. The employee will receive all pay and other benefits that would have accrued had the employee been performing services for the employer during the period of absence for jury duty, less all per diem allowances and any other compensation received for such duty.
4. Employees excused or released from jury duty during their regular working hours must report to their supervisor immediately thereafter.

## **MILITARY LEAVE**

### **POLICY**

#### 1. Active Duty Leave

- a. State and federal laws provide protections and benefits to City employees who are called to military service, whether in the reserves or on active duty. Such employees are entitled to a leave of absence without loss of pay, seniority status, efficiency rating, or benefits for the time the employee is engaged in training or active service not exceeding a total of 15 days in any calendar year.
- b. The leave of absence is only in the event the employee returns to employment with the City as required upon being relieved from service, or is prevented from returning by physical or mental disability or other cause not the fault of the employee, or is required by the proper authority to continue in military or naval service beyond the 15 day paid leave of absence. Employees on extended unpaid military leave will receive 15 days paid leave of absence in each calendar year, not to exceed five (5) years.
- c. Where possible, notice is to be provided to the City at least ten (10) working days in advance of the requested leave. If an employee has not yet used his/her 15 days of paid leave when called to active duty, any unused paid time will be allowed for the active duty time, prior to the unpaid leave of absence.
- d. Employees returning from military service will be reemployed in the job that they would have attained had they not been absent for military service and with the same seniority, status and pay, as well as other rights and benefits determined by seniority. Unpaid military leave will be considered hours worked for the purpose of vacation leave and sick leave accruals.
- e. Eligibility for continuation of insurance coverage for employees on military leave beyond 15 days will follow the same procedures as for any employee

on an unpaid leave of absence.

## 2. Military Ceremonies

- a. Unless the leave would unduly disrupt the operation of the City, the City shall grant a leave of absence without pay to an employee whose immediate family member, as a member of the United States armed forces, has been ordered into active service in support of a war or other national emergency. The leave time shall be limited to the actual time necessary for the employee to attend a send-off or homecoming ceremony for the mobilized service member, not to exceed one day's duration in any calendar year.
- b. For purposes of this section, an "immediate family member" means the employee's grandparent, parent, legal guardian, sibling, child, grandchild, spouse, domestic partner, fiancé, or fiancée.
- c. To request leave for a military ceremony, an employee must submit a Request for Leave form and the actual time required for attendance at the ceremony. Whenever possible, an employee is required to give as much notice as possible of the pending need for a leave of absence.

## 3. Death or Injury of Family Member in Military

- a. The City shall grant up to ten (10) working days of leave of absence without pay to an employee whose immediate family member, as a member of the United States armed forces, has been injured or killed while engaged in active service.
- b. For purposes of this section, as "immediate family member" means the employee's parent, child, grandparents, siblings, or spouse, domestic partner, fiancé, or fiancée.
- c. An employee must give as much notice to the City as practicable of the employee's intent to exercise leave under this section.

# **EARNED SICK AND SAFE LEAVE**

## **POLICY**

1. "Earned Sick and Safe Leave" is paid time off earned at one hour of Earned Sick and Safe for every 30 hours worked by an employee, up to a maximum of 48 hours of sick and safe leave per year. The hourly rate of Earned Sick and Safe Leave is the same hourly rate an employee earns from employment with the city. This specific leave applies to all employees (including temporary and part-time

employees) performing work for at least 80 hours in a calendar year for the city.

2. The leave may be used as it is accrued in the smallest increment of time tracked by the city's payroll system (*fifteen minutes*) for the following circumstances:

a. An employee's own:

- Mental or physical illness, injury or other health condition
- Need for medical diagnosis, care or treatment, of a mental or physical illness
- injury or health condition
- Need for preventative care
- Closure of the employee's place of business due to weather or other public emergency
- The employee's inability to work or telework because the employee is prohibited from working by the city due to health concerns related to the potential transmission of a communicable illness related to a public emergency, or seeking or awaiting the results of a diagnostic test for, or a medical diagnosis of, a communicable disease related to a public emergency and the employee has been exposed to a communicable disease or the city has requested a test or diagnosis.
- Absence due to domestic abuse, sexual assault, or stalking of the employee provided the absence is to:
  - Seek medical attention related to physical or psychological injury or disability caused by domestic abuse, sexual assault, or stalking
  - Obtain services from a victim services organization
  - Obtain psychological or other counseling
  - Seek relocation or take steps to secure an existing home due to domestic abuse, sexual assault or stalking
  - Seek legal advice or take legal action, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from domestic abuse, sexual assault, or stalking

b. Care of a family member with mental or physical illness, injury or other health condition:

- Who needs medical diagnosis, care or treatment of a mental or physical illness, injury or other health condition
- Who needs preventative medical or health care
- Whose school or place of care has been closed due to weather or other public emergency
- When it has been determined by health authority or a health care professional that the presence of the family member of the employee in the community would jeopardize the health of others because of the exposure of the family member of the employee to a

communicable disease, whether or not the family member has actually contracted the communicable disease

- c. Absence due to domestic abuse, sexual assault or stalking of the employee's family member provided the absence is to:
- Seek medical attention related to physical or psychological injury or disability caused by domestic abuse, sexual assault, or stalking
  - Obtain services from a victim services organization
  - Obtain psychological or other counseling
  - Seek relocation or take steps to secure an existing home due to domestic abuse, sexual assault or stalking
  - Seek legal advice or take legal action, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from domestic abuse, sexual assault, or stalking

3. For Earned Sick and Safe Leave purposes, family member includes an employee's:

- Spouse or registered domestic partner
- Child, foster child, adult child, legal ward, child for whom the employee is legal guardian, or child to whom the employee stands or stood in loco parentis
- Sibling, step sibling or foster sibling
- Biological, adoptive or foster parent, stepparent or a person who stood in loco parentis when the employee was a minor child
- Grandchild, foster grandchild or step grandchild
- Grandparent or step grandparent
- A child of a sibling of the employee
- A sibling of the parent of the employee or
- A child-in-law or sibling-in-law
- Any of the above family members of a spouse or registered domestic partner
- Any other individual related by blood or whose close association with the employee is the equivalent of a family relationship
- Up to one individual annually designated by the employee

4. Advance Notice for use of Earned Sick and Safe Leave. If the need for sick and safe leave is foreseeable, the city requires seven days' advance notice. However, if the need is unforeseeable, employees must provide notice of the need for Earned Sick and Safe time as soon as practicable. When an employee uses Earned Sick and Safe time for more than three consecutive days, the city may require appropriate supporting documentation (such as medical documentation supporting medical leave, court records or related documentation to support safety leave). However, if the employee or employee's family member did not receive services from a health care professional, or if documentation

cannot be obtained from a health care professional in a reasonable time or without added expense, then reasonable documentation may include a written statement from the employee indicating that the employee is using, or used, Earned Sick and Safe Leave for a qualifying purpose. The city will not require an employee to disclose details related to domestic abuse, sexual assault, or stalking or the details of the employee's or the employee's family member's medical condition. In accordance with state law, the city will not require an employee using Earned Sick and Safe leave to find a replacement worker to cover the hours the employee will be absent.

5. Carry Over of Earned Sick and Safe Leave. Employees are eligible for carry over accrued but unused Earned Sick and Safe time into the following year, but the total of Earned Sick and Safe Leave carry over hours shall not exceed 80 hours.
6. Retaliation prohibited. The city shall not discharge, discipline, penalize, interfere with, or otherwise retaliate or discriminate against an employee for asserting Earned Sick and Safe Leave rights, requesting an Earned Sick and Safe Leave absence, or pursuing remedies. Further, use of Earned Sick and Safe Leave will not be factored into any attendance point system the city may use. Additionally, it is unlawful to report or threaten to report a person or a family member's immigration status for exercising a right under Earned Sick and Safe Leave.
7. Benefits and return to work protections.

During an employee's use of Earned Sick and Safe Leave, an employee will continue to receive the city's employer insurance contribution as if they were working, and the employee will be responsible for any share of their insurance premiums.

An employee returning from time off using accrued Earned Sick and Safe Leave is entitled to return to their city employment at the same rate of pay received when their leave began, plus any automatic pay adjustments that may have occurred during the employee's time off. Seniority during Earned Sick and Safe Leave absences will continue to accrue as if the employee has been continually employed.

When there is a separation from employment with the city and the employee is rehired again within 180 days of separation, previously accrued Earned Sick and Safe Leave that had not been used will be reinstated. An employee is entitled to use and accrue Earned Sick and Safe Leave at the commencement of reemployment.

8. Upon separation from the City or retirement of an employee who is in good standing, a cash payment of 50% of the employee's total accrued sick leave up to a maximum of 960 total accrued sick leave hours at the employee's hourly compensation rate will be made. Employees with 10 years or more of service,

the total accrued sick leave would be capped at 1,260 hours.

## **PREGNANCY AND PARENTING**

1. All employees are entitled to take an unpaid leave of absence under the Pregnancy and Parenting Leave Act of Minnesota. Female employees for prenatal care, or incapacity due to pregnancy, childbirth, or related health conditions as well as a biological or adoptive parent in conjunction with after the birth or adoption of a child as eligible for up to 12 weeks of unpaid leave and must begin within twelve months of the birth or adoption of the child. In the case where the child must remain in the hospital longer than the mother, the leave must begin within 12 months after the child leaves the hospital. Employee should provide reasonable notice, which is at least 30 days. If the leave must be taken in less than three days, the employee should give as much notice as practicable.
2. Employees are required to use accrued leave (i.e., sick leave, vacation leave, etc.) during Parenting Leave if the employee has any FMLA eligibility remaining at the time this leave commences, this leave will also count as FMLA leave. The two leaves will run concurrently. The employee is entitled to return to work in the same position and at the same rate of pay the employee was receiving prior to commencement of the leave.
3. Group insurance coverage will remain available while the employee is on leave pursuant to the Pregnancy and Parenting Leave Act, but the employee will be responsible for the entire premium unless otherwise provided in this policy (i.e., where leave is also FMLA qualifying). For employees on an FMLA absence as well, the employer contributions toward insurance benefits will continue during the FMLA leave absence.
4. Effective July 1, 2023, the city will inform employees of their parental leave rights at the time of hire and when an employee makes an inquiry about or requests parental leave.
5. An employer shall not discharge, discipline, penalize, interfere with, or otherwise retaliate or discriminate against an employee for asserting parental leave rights or remedies.

## **DONATED MEDICAL LEAVE POLICY**

With the expressed written approval of the City Administrator, City employees having accrued sick or vacation leave will be allowed to donate a portion of such accrued sick or vacation leave to fellow employees experiencing a major life-threatening disease or condition suffered by the employee, their spouse, or minor



children. A major life-threatening disease or condition shall include, but not necessarily be limited to heart attack, stroke, organ transplant, or life threatening illness or condition as defined by a physician's diagnosis. The City Administrator has final discretion over all decisions regarding donated medical leave.

A donation of sick or vacation leave from one employee to another shall be subject to the following terms and conditions:

- a. An employee is only eligible to receive donated medical leave for time loss from work due to a major life threatening disease or condition as described above, equal to the number of hours of time, compensated by sick leave, vacation leave, or compensatory time, which the employee would lose from his or her job due to the major life threatening disease or condition.
- b. An employee will be eligible to receive donated medical leave only after the employee's accrued sick leave, compensatory time, and vacation have been used by the employee.
- c. No employee will be allowed to receive more than 20 days of donated medical leave for any single major life threatening disease or condition without the additional express approval of the City Administrator.
- d. An employee may donate no more than 40 hours per calendar year to a single fellow employee. This shall not be construed to prohibit donating 40 hours each per year to additional fellow employees.
- e. A written request to donate medical leave must be made to the City Administrator.
- f. The City Administrator shall have the right to deny use of donated medical leave or limit its use as shall be determined necessary and in the best interest of the City.

## **FAMILY AND MEDICAL LEAVE**

### **POLICY**

1. Family and Medical leave ("FMLA leave") provides up to 12 weeks of unpaid leave to eligible employees for certain family and medical reasons. Employees are eligible if they have been employed for a minimum of 12 months, and have worked at least 1,040 hours over those 12 months.

2. An employee may take a maximum of 12 work weeks of FMLA leave in a rolling 12 month period.
3. FMLA leave may be granted for any of the following reasons:
  - a. To care for the employee's child after birth, or placement for adoption or foster care;
  - b. To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
  - c. For a serious health condition that makes the employee unable to perform the employee's job.
4. The employee must give the City at least 30 days advance notice. In unexpected or unforeseeable situations, the employee should give as much notice as is practicable, usually verbal notice within one or two business days of when the need for leave becomes known, followed by a completed "Request for Family/Medical Leave" written notice.

For leaves taken because of the employee's or a covered family member's serious health condition, the City may require that a "Physician or Practitioner Certification" form be completed. In addition, the City may require periodic reports on the employee's status and intent to return to work, and a fitness-for-duty report to return to work.

Where employee leave qualifies for FMLA leave, the City may designate the leave as FMLA leave by providing notice to the employee of the designation within two business days of the time the employee gives notice of the need for the leave or as soon as the City has sufficient information to determine that the leave qualifies for FMLA leave.

5. A serious health condition is an illness or injury that involves:
  - a. An overnight stay in a hospital, hospice, or residential medical care facility;
  - b. Any period of incapacity that involves continuing treatment or supervision by a health care provider and that requires absence from work, school, or other regular daily activities for more than three (3) days;
  - c. Continuing treatment or supervision by a health care provider for a chronic or long-term health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity of more than three (3) days;

- d. Any period of incapacity due to pregnancy, or for prenatal care, or prior to an adoption to help complete the adoption process;
  - e. Any period of absence to receive multiple treatments by a health care provider; or
  - f. Substance abuse may qualify as a serious health condition if one of the above clauses is satisfied. However, FMLA leave may only be taken for treatment for substance abuse by a health care provider or by a provider of health care services on referral by a health care provider. Absence caused by substance use is not covered by this policy.
6. Accrued vacation, compensatory time, or sick leave may be used while on FMLA leave as long as the provisions within those written policies apply.
7. Employees are required to use employee's FMLA leave when employee must miss work due to an injury obtained while on duty unless employee is using sick leave or vacation leave. The FMLA leave and the injury on duty leave shall run concurrently.
- The employee shall report the injury as provided in the Injury on Duty Leave and provide adequate information to establish the basis for the leave. The City shall provide employee written notification within five (5) working days specifying that any absence will be counted against the employee's remaining FMLA time and that the FMLA leave shall run concurrently with the injury on duty leave.
8. The employee will not accrue benefits such as sick leave or vacation while on unpaid FMLA leave.
9. Leave may be taken intermittently or on a reduced schedule when it is medically necessary. If an employee requests intermittent leave or leave on a reduced schedule that is foreseeable due to medical treatment, the employee may be temporarily transferred to another position if the position has equivalent pay and benefits and better accommodates the recurring periods of leave. Any such transfer is subject to a collective bargaining agreement.
10. Eligibility for leave after birth, placement for adoption or foster care, expires 12 months after the birth, placement or adoption. If the child must remain in the hospital longer than the mother, the leave may in the alternative begin at any time up to six (6) weeks after the child leaves the hospital.
11. The employee may choose to continue existing health care benefits and life insurance while on FMLA leave. The City will continue to pay the same portion of the cost of the coverage as it did prior to the leave.

Employee contributions will be required either through payroll deduction or by direct payment to the City. The employee will be advised in writing at the beginning of the leave period as to the amount and method of payment. If an employee's contribution is more than 30 days late, the City may terminate the employee's insurance coverage.

12. Upon return from FMLA leave, employees will be restored to their original or equivalent position with equivalent pay, benefits, and other employment terms. If, during FMLA leave, the City experiences a layoff and an employee would have lost a position had the employee not been on leave, pursuant to the good faith operation of a bona fide layoff and recall system, including a system under a collective bargaining agreement, the employee is not entitled to reinstatement in the former or comparable position. In such circumstances, the employee retains all rights under the layoff and recall system, including a system under a collective bargaining agreement, as if the employee had not taken the FMLA leave.

## **REASONABLE WORK TIME FOR NURSING MOTHERS**

### **POLICY**

1. Nursing mothers and lactating employees will be provided reasonable paid break times (which may run concurrently with already provided break times) to express milk. The city will provide a clean, private and secure room (other than a bathroom) as close as possible to the employee's work area, that is shielded from view and free from intrusion from coworkers and the public and includes access to an electrical outlet, where the nursing mother can express milk in private.
2. An employer shall not discharge, discipline, penalize, interfere with, or otherwise retaliate or discriminate against an employee for asserting nursing rights or remedies.

## **BONE MARROW OR ORGAN DONATION LEAVE**

### **POLICY**

Employees working an average of 20 or more hours per week may take paid leave, not to exceed 40 hours, unless agreed to by the city, to undergo medical procedures to donate bone marrow or an organ. The 40 hours is over and above the amount of accrued time the employee has earned..

To request organ donation leave, an employee must submit a Request for Leave form. Whenever possible, an employee is required to give as much notice as possible of the pending need for a leave of absence.

The city may require a physician's verification of the purpose and length of the leave requested to donate bone marrow or an organ. If there is a medical determination that the employee does not qualify as a bone marrow or organ donor, the paid leave of absence granted to the employee prior to that medical determination is not forfeited. Effective July 1, 2023, an employer shall not discharge, discipline, penalize, interfere with, or otherwise retaliate or discriminate against an employee for asserting bone marrow or organ donation leave rights or remedies.

## **SCHOOL CONFERENCE AND ACTIVITIES LEAVE**

### **POLICY**

1. Any employee will be granted up to a total of 16 hours during any 12-month period to attend school conferences or classroom activities related to the employee's child (under 18 or under 20 and still attending secondary school), provided the conference or classroom activities cannot be scheduled during non-work hours.
2. When the leave cannot be scheduled during non-work hours and the need for the leave is foreseeable, the employee must provide reasonable prior notice of the leave and make a reasonable effort to schedule the leave so as not to disrupt unduly the operations of the city. Employees may choose to use vacation leave hours for this absence but are not required to do so.

## **VACATION LEAVE**

### **POLICY**

1. The vacation schedule for full-time employees is as follows:

From the beginning of employment through the fourth year of continuous employment	12 days of vacation per year
After the employee's fifth anniversary through the ninth year of continuous employment	15 days of vacation per year
After the employee's tenth anniversary of continuous employment	16 days of vacation per year

After the employee's eleventh anniversary of continuous employment	17 days of vacation per year
After the employee's twelfth anniversary of continuous employment	18 days of vacation per year
After the employee's thirteenth anniversary of continuous employment	19 days of vacation per year
After the employee's fourteenth anniversary of continuous employment	20 days of vacation per year

2. Vacation accrues by pay period and may be used only when accrued.
3. Request for vacation leave must be initiated on Request for Leave submitted to the supervisor and/or the City Administrator, as appropriate. Exceptions to this policy are granted on a very limited basis, taking into consideration the good of the service provided by the City.
4. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greater seniority will be given the choice of vacation period if the employee's request is made 30 days prior to the vacation time desired. When requests are made less than 30 days prior to the vacation time desired, vacation will be granted on a first-come, first-served basis.
5. Employees may accumulate up to a maximum of twice their annual vacation leave.
6. Employees must use at least one week of vacation leave per calendar year unless another vacation plan is approved by the City Administrator before the end of the calendar year.
7. Employees using earned vacation leave will be considered to be working for the purpose of accumulating vacation or sick leave.
8. Employees leaving the City employment in good standing, after giving proper notice of such termination of employment, will be compensated for vacation leave accrued up to the maximum amount permitted and unused to the date of separation. An employee who leaves employment will be given prorated vacation pay for that part of the year worked. If the employee desires, he/she may designate any/all of accrued vacation and sick leave to a qualified deferred compensation plan.

## VOTING LEAVE

### POLICY

1. An employee selected to serve as an election judge pursuant to Minnesota law, will be allowed time off with pay for purposes of serving as an election judge, provided the employee gives the city at least twenty days written notice, including a certification from the appointing authority stating the hourly compensation to be paid the employee for service as an election judge and the hours during which the employee will serve. The city may reduce the wages of an employee serving as an election judge by the amount paid to the election judge by the appointing authority during the time the employee was absent from the place of employment. Thus, employees will be paid the difference between their pay as an election judge and their regular rate of pay for their normal workday.
2. The city reserves the right to restrict the number of employees absent from work for the purpose of serving as an election judge to no more than 20 percent of the total work force at any single worksite.
3. All employees eligible to vote at a State general election, at an election to fill a vacancy in the office of United States Senator or Representative, or in a Presidential primary, will be allowed time off with pay to vote on the election day. Employees wanting to take advantage of such leave are required to work with their supervisors to avoid coverage issues. Effective July 1, 2023, employees may be absent from work for the time necessary to vote to include voting during the period allowed for voting in person before election day.
4. An employee may be absent from work to attend any meeting of the state central committee or executive committee of a major political party if the employee is a member of the committee. The employee may attend any convention of a major political party delegate, including meetings of official convention committees if the employee is a delegate or an alternate delegate to that convention. Per the statutory requirement, the employee must give at least ten days written notice of their planned absence to attend committee meetings or conventions. Time away from work for this purpose will be considered unpaid unless the employee chooses to use vacation leave during their absence.

## CONTINUATION OF GROUP HOSPITAL, MEDICAL, AND DENTAL INSURANCE

### POLICY

1. This policy applies to all City employees who retire on or after January 1, 1993, who participated in the City's group hospital, medical, and dental insurance program and who met the requirements necessary to receive a disability benefit or an annuity from a Minnesota public pension plan other than a volunteer fire fighter plan.
2. Minnesota law, Minn. Stat. Chapter 43A, provides that upon retirement, an eligible City employee and his or her covered dependents can participate in the group health/dental insurance program at the same premium rate as active employees until age 65.
3. Retirees who have continuously participated in the group insurance program since leaving employment and retirees who are currently continuing coverage through COBRA can participate at the same premium rate as active employees until age 65.
4. Coverages and levels of benefits provided to retirees under age 65 and their dependents must be identical to that provided for active employees and their dependents.
5. Retirees age 65 and over may stay in the group *indefinitely*, but premium rates do not have to be pooled with the active employee rates and retiree coverage does not have to be identical to active coverage.
6. The retiree must pay the entire premium.
7. Dependent coverage can only be continued after retirement if the employee carried dependent coverage prior to retirement. Employees are not required to continue dependent coverage after retirement.

## PARENTAL LEAVE

### POLICY

The City provides its employees with two (2) weeks (maximum of eighty (80) hours) of paid parental leave concurrent with FMLA leave under the following conditions:

If the employee becomes a biological or adoptive parent after working for the City for



the preceding six (6) consecutive months for twenty (20) hours per week or more, the City will provide:

1. **Week One:** Five (5) consecutive business days of paid parental leave. A maximum of forty (40) hours will be paid to a regular full-time employee; for a regular part-time employee, hours paid will be determined by the employee's regular weekly work schedule, provided that the leave shall be taken within twelve (12) calendar weeks of the birth or placement of the child.
2. **Week Two:** After the employee has used **Week One** of the City's paid parental leave for the birth or placement of a child, the employee may utilize five (5) consecutive business days of paid parental leave. A maximum of forty (40) hours will be paid to a regular full-time employee; for a regular part-time employee, hours paid will be determined by the employee's regular weekly work schedule.

## **LIGHT DUTY/MODIFIED DUTY ASSIGNMENT**

### **POLICY**

This policy is to establish guidelines for temporary assignment of work to temporarily disabled employees who are medically unable to perform their regular work duties. Light duty is evaluated by the city administrator on a case-by-case basis. This policy does not guarantee assignment to light duty. Such assignments are for short-term, temporary disability-type purposes; assignment of light duty is at the discretion of the city administrator. The city administrator reserves the right to determine when and if light duty work will be assigned.

When an employee is unable to perform the essential requirements of their job due to a temporary disability, they will notify the supervisor in writing as to the nature and extent of the disability and the reason why they are unable to perform the essential functions, duties, and requirements of the position. This notice must be accompanied by a physician's report containing a diagnosis, current treatment, and any work restrictions related to the temporary disability.

The notice must include the expected time frame regarding return to work with no restrictions, meeting all essential requirements and functions of the city's job description along with a written request for light duty. Upon receipt of the written request, the supervisor is to forward a copy of the report to the city administrator. The city may require a medical exam conducted by a physician selected by the city to verify the diagnosis, current treatment, expected length of temporary disability, and work restrictions.

It is at the discretion of the city administrator whether or not to assign light duty work to the employee. Although this policy is handled on a case-by-case basis.

If the city offers a light duty assignment to an employee who is out on workers' compensation leave, the employee may be subject to penalties if he/she refuses such work. The city will not, however, require an employee who is otherwise qualified for protection under the Family and Medical Leave Act to accept a light duty assignment.

The circumstances of each disabled employee performing light duty work will be reviewed regularly. Any light duty/modified work assignment may be discontinued at any time.

## **REASONABLE ACCOMMODATIONS TO AN EMPLOYEE FOR HEALTH CONDITIONS RELATING TO PREGNANCY**

### **POLICY**

The city will attempt to provide a female employee who requests reasonable accommodation with the following for her health conditions related to her pregnancy or childbirth without advice of a licensed health care provider or certified doula:

- More frequent or longer restroom, food, and water breaks.
- Seating; and/or
- Limits on lifting over 20 pounds.

Additionally, an employer must provide reasonable accommodations, including, but not limited to, temporary leaves of absence, modification in work schedule or job assignments, seating, more frequent or longer break periods and limits to heavy lifting to an employee for health conditions related to pregnancy or childbirth upon request, with the advice of a licensed health care provider or certified doula, unless the employer demonstrates the accommodation would impose an undue hardship on the operation of the employer's business. In accordance with state law, no employee is required to take a leave of absence for a pregnancy nor accept a pregnancy accommodation.

An employer shall not discharge, discipline, penalize, interfere with, or otherwise retaliate or discriminate against an employee for asserting reasonable accommodations pregnancy rights or remedies.

## **ACKNOWLEDGMENT OF AMENDMENTS TO PERSONNEL POLICIES**

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I acknowledge that I have received and reviewed the personnel policy entitled "Falcon Heights Personnel Policy" dated December 13, 2023. I acknowledge that is my responsibility to read and understand this policy, and I agree to comply with it.

Date: \_\_\_\_\_

Employee signature: \_\_\_\_\_

**APPENDIX**

**CITY OF FALCON HEIGHTS**  
**Leave Action Form**

Name:

Date Submitted:

Action:

- Vacation
- Sick Leave
- Compensatory Time
- Leave w/o pay
- Other (note reason)

Date(s) of leave:

Total hours on leave:

Reason for leave:

Employee signature: \_\_\_\_\_ Date

Supervisor's signature: \_\_\_\_\_ Date

City Administrator's approval: \_\_\_\_\_ Date

Accountant recorded: (initials) \_\_\_\_\_ Date

Final copy to: Employee (original)  
Accountant (copy)

## REQUEST FOR FAMILY/MEDICAL LEAVE

Employee Name \_\_\_\_\_ Date of Request \_\_\_\_\_

Department \_\_\_\_\_ Position Title \_\_\_\_\_

Hire Date \_\_\_\_\_

I request a Family/Medical Leave for the following reason (check one):

- A. The birth of a child in order to care for such child or the placement of a child for adoption or foster care.
- B. In order to care for an immediate family member if such family member has a serious health condition. Circle one: CHILD - SPOUSE - PARENT. (Must submit "Physician or Practitioner Certification" within 15 days).
- C. Employee's own serious health condition that makes the employee unable to perform the functions of his/her position.

### METHOD OF LEAVE REQUESTED

- A. Consecutive Leave
- B. Intermittent or Reduced Leave Schedule (specify schedule below):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date Leave is to Begin \_\_\_\_\_ Expected Duration of Leave \_\_\_\_\_

If the duration of my family/medical leave (total of paid and unpaid time) does not exceed 12 weeks, I will be returned to my same or equivalent position. I understand that if my family/medical leave should exceed 12 weeks I will be returned to my same or similar position, only if available, in accordance with applicable laws. If my same or similar position is not available, I understand that I may be terminated.

\_\_\_\_\_  
Employee Signature                      Date

\_\_\_\_\_  
Supervisor Signature of Approval/Date

**CERTIFICATION OF RECEIPT  
OF  
FALCON HEIGHTS POLICY ON DRUG, ALCOHOL, AND CANNABIS TESTING**

I hereby acknowledge receipt of the City of Falcon Heights' Personnel Policy concerning Drug, Alcohol, and Cannabis Testing. I have read the Policy and have been able to ask my supervisor questions about any part of the Policy I do not understand.

**EMPLOYEE:**

**DATED:** \_\_\_\_\_

\_\_\_\_\_  
Signature

Print  
Name: \_\_\_\_\_

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<b>Meeting Date</b>	December 13, 2023
<b>Agenda Item</b>	Consent G12
<b>Attachment</b>	Bid Tabulation, Resolution
<b>Submitted By</b>	Stephanie Smith, Interim-City Engineer

<b>Item</b>	Award Contract for the Larpenteur Avenue Lighting Project, FH 23-03.																										
<b>Description</b>	<p>The Larpenteur Avenue Lighting Project, FH23-03, consists of removing and replacing 34 decorative light poles on Larpenteur Avenue from Fry Street to Arona Street. The proposed lights are decorative LED and will have a single light head and arms for decorative banners. The contract will include removals and restoration.</p> <p>Overall Best Value procurement was used for this project. The City received two proposals for this work, reviewed and scored them utilizing the Best Value format. In this bidding process, bidders submit technical information about their experience and available equipment, which is scored by Falcon Heights staff prior to the bid opening. The Best Value process then uses a formula to adjust the bid price by dividing by the aggregate average technical score as a percentage based on a high score of 100. The following are the two contractors who submitted proposals, their best value technical scores, the adjusted cost, and Best Value ranking:</p> <table border="1" data-bbox="370 1304 1377 1648"> <thead> <tr> <th colspan="4"><b>Best Value Technical Scores</b></th> </tr> <tr> <th rowspan="2"><b>Scoring Categories</b></th> <th rowspan="2"><b>Possible Points</b></th> <th colspan="2"><b>Average Scores</b></th> </tr> <tr> <th><b>Forest Lake Contracting, Inc.</b></th> <th><b>Vinco, Inc.</b></th> </tr> </thead> <tbody> <tr> <td>Experience/Performance in similar projects</td> <td>50</td> <td>50</td> <td>30</td> </tr> <tr> <td>Staff Experience</td> <td>40</td> <td>38.33</td> <td>33.33</td> </tr> <tr> <td>Equipment</td> <td>10</td> <td>10</td> <td>7.33</td> </tr> <tr> <td><b>Total</b></td> <td><b>100</b></td> <td><b>98.33</b></td> <td><b>70.67</b></td> </tr> </tbody> </table>	<b>Best Value Technical Scores</b>				<b>Scoring Categories</b>	<b>Possible Points</b>	<b>Average Scores</b>		<b>Forest Lake Contracting, Inc.</b>	<b>Vinco, Inc.</b>	Experience/Performance in similar projects	50	50	30	Staff Experience	40	38.33	33.33	Equipment	10	10	7.33	<b>Total</b>	<b>100</b>	<b>98.33</b>	<b>70.67</b>
<b>Best Value Technical Scores</b>																											
<b>Scoring Categories</b>	<b>Possible Points</b>	<b>Average Scores</b>																									
		<b>Forest Lake Contracting, Inc.</b>	<b>Vinco, Inc.</b>																								
Experience/Performance in similar projects	50	50	30																								
Staff Experience	40	38.33	33.33																								
Equipment	10	10	7.33																								
<b>Total</b>	<b>100</b>	<b>98.33</b>	<b>70.67</b>																								



Adjusted Cost and Best Value Ranking				
Company	Technical Score	Bid	Adjusted Cost (Bid / Tech Score %)	Best Value Rank
Forest Lake Contracting, Inc.	98.33	\$340,800.00	\$346,576.27	1
Vinco, Inc.	70.67	\$583,200.00	\$825,283.02	2

Staff recommends awarding the contract to the first-ranked Best Value contractor, Forest Lake Contracting, Inc., which is also the lowest cost bid received. Construction is anticipated to take place in Spring/Summer of 2024.

<b>Budget Impact</b>	<p>The low bid by Forest Lake Contracting, Inc. is \$340,800.00. Engineering costs are estimated to be \$17,000. The total project cost is \$357,800.00.</p> <p>This project was listed in the CIP to be financed by the following funds:</p> <ul style="list-style-type: none"> <li>• Infrastructure (419) - \$280,000</li> <li>• TIFF #1-3 Improvement - \$80,000</li> </ul>
<b>Attachment(s)</b>	Resolution 23-78
<b>Action(s) Requested</b>	<p>Staff recommends adoption of the following motion:</p> <p>Approve resolution awarding a contract for the Larpenteur Avenue Lighting Project, FH 23-03 in the amount for \$340,800.00 to Forest Lake Contracting, Inc.</p>

**CITY OF FALCON HEIGHTS  
COUNCIL RESOLUTION**

December 13, 2023

No. 23-78

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**RESOLUTION AWARDING BEST VALUE PROPOSAL FOR THE  
LARPEN TEUR AVENUE LIGHTING PROJECT, FH 23-03**

WHEREAS, pursuant to advertisement for bids for the improvement according to the plans and specifications thereof on file in the office of the Engineer of said city, said proposals were received on December 5, 2023, at 9:00 a.m., at City Hall, publicly opened and evaluated for best value according to law and the following proposals were received complying with the advertisement:

<b>Final Cost Breakdown</b>			
<b>Company</b>	<b>Technical Score</b>	<b>Bid</b>	<b>Adjusted Cost (Bid / Tech Score %)</b>
Forest Lake Contracting, Inc.	98.33	\$340,800.00	\$346,576.27
Vinco, Inc.	70.67	\$583,200.00	\$825,283.02

WHEREAS, it appears that Forest Lake Contracting, Inc. is the best valued proposer at the proposed contract amount of \$340,800.00.


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

1. The Mayor and City Administrator are hereby authorized and directed to enter into a contract with Forest Lake Contracting, Inc. of Forest Lake, Minnesota, for \$340,800.00 in the name of the City of Falcon Heights for the above improvements, according to the plans and specifications thereof, heretofore approved by the City Council and on file in the office of the City Administrator.
2. The City Administrator is hereby authorized and directed to return forthwith to all bidders the deposits made with their bids, except that the deposits of the successful bidder and the next lowest bidder shall be retained until contracts have been signed.

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Moved by:

*Leehy*


Approved by:   
Randy Gustafson  
Mayor

December 13, 2023

GUSTAFSON  
LEEHY  
MEYER  
WASSENBERG  
WEHYEE

5 In Favor

0 Against

Attested by:   
Jack Linehan  
City Administrator  
December 13, 2023

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<b>Meeting Date</b>	December 13, 2023
<b>Agenda Item</b>	Consent G13
<b>Attachment</b>	WSB Proposal
<b>Submitted By</b>	Stephanie Smith, Interim-City Engineer

<b>Item</b>	Approve Proposal for Professional Services for the Larpenteur Avenue Lighting Project, FH 23-03
<b>Description</b>	<p>On December 5, 2023, the City received bids for construction of the Larpenteur Avenue Lighting Project, FH 23-03. The project consists of removing and replacing 34 decorative light poles on Larpenteur Avenue from Fry Street to Arona Street.</p> <p>Special review and inspection services for the electrical components are required to help ensure quality materials and workmanship for the project and compliance with standards. The City requested a proposal from WSB to complete shop review and inspections as described in the project specifications. The proposal is included as an attachment. The proposed cost is not-to-exceed \$7,000.00.</p> <p>WSB has done work on previous City projects, and their work has been acceptable.</p>
<b>Budget Impact</b>	Special review and inspection services is budgeted within the anticipated engineering cost in the Larpenteur Avenue Lighting Project, FH 23-03.
<b>Attachment(s)</b>	WSB Proposal
<b>Action(s) Requested</b>	Staff recommends adoption of the following motion: Approve proposal for professional services with WSB for special review and inspections for the Larpenteur Avenue Lighting Project, FH 23-03 in the amount of \$7,000.00.

## Proposal to Provide Traffic Engineering Services

To: Stephanie Smith, PE, City Engineer, City of Falcon Heights

From: Sean Delmore, PE, PTOE, Director of Traffic Engineering  
Erik Seiberlich, Senior Project Manager

Date: November 9, 2023

Re: Scope and Cost Estimate for Review and Inspection for a Lighting Replacement on Larpenteur Avenue in the City of Falcon Heights

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The following is a summarized scope for completing plan review (including shop drawing and component review), as well as installation oversight and inspection for the decorative lighting systems on Larpenteur Avenue between Fry Street and Arona Street in Falcon Heights, MN. This scope includes project management and correspondence with the City of Falcon Heights and the electrical contractor.

### SCOPE OF SERVICES

1. Project Management and Correspondence (6 hours)
  - a. WSB will work with The City of Falcon Heights to ensure that the Contractor provided lighting design meets the NEC, all standards and guidelines and provides a cost-effective plan for the City.
  - b. The cost estimate provided assumes all correspondence is by email, telephone, or video conference.
2. Design Review and Oversight (12 hours)
  - a. WSB will review component shop drawings
  - b. WSB will complete an initial review of the Contractor provided design and provide comments.
  - c. WSB will complete a review of revised (final) plans and make any additional comments or recommend for City approval.
3. Construction Oversight and Acceptance (20 hours)
  - a. WSB construction assistance includes three on-site visits to the project.
    - i. Initial oversight at the commencement of installation to ensure that proper/desired practices are being used. This includes proper pulling of wire, grounding, splicing, and connection to components (includes summary of visit for distribution to owner & contractor).

- ii. Post installation punch-list following substantial completion to ensure the systems were installed per code and standard practices (includes developing punch list and distribution/tracking).
  - iii. Final inspection and acceptance after resolution of punch-list items.
- b. One additional site visit (considered additional scope) if desired would include oversight during installation of lighting foundations and conduit splicing. This visit is estimated at an additional 4-hours.

WSB will provide the review, oversight and inspection services in a timely manner and work to turnaround comments and correspondence quickly to help keep the project progressing. WSB will complete all the items described in this scope for a not to exceed payment of \$7,000. WSB will only bill the hours spent and will attempt to complete the work in an efficient and respectful manner.

Thank you for the opportunity to propose on this project. Please contact me at 612.508.5996 if you have any questions regarding the content of this proposal.

Sincerely,



Erik Seiberlich, Senior Project Manager

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<b>Meeting Date</b>	December 13, 2023
<b>Agenda Item</b>	Consent G14
<b>Attachment(s)</b>	RFP 2024 Printing Services, Proposal Evaluation Matrix, Resolution 23-79,
<b>Submitted By</b>	Elke van der Werff, Administrative & Communications Coordinator

<b>Item</b>	Acceptance of Proposal from Johnson Litho Graphics
<b>Description</b>	<p>On November 15, 2023 the City Council approved releasing an RFP for printing services for 2024 for the City's bi-annual Newsletter and potential other mailings. The RFP was published on November 16, 2023, and closed on December 06, 2023. The RFP was marketed online and staff reached out to local printing firms.</p> <p>In total, the City received four proposals from qualified firms including a proposal from the incumbent, Rengel Printing. Proposals were evaluated based on the proposed turnaround time from receipt of a draft newsletter to delivery to the post office, compensation schedule and printing samples.</p> <p>While all proposals included similar turnaround times and printing samples, Johnson Litho Graphics proposal came in with the most competitive pricing. While the firm is situated outside the Twin Cities metropolitan area, it operates as if it were based there, actively engaging with municipalities in the metro area. This includes collaborations with the City of Fridley, the City of Blaine, the City of Golden Valley, Dakota and Anoka County, Robbinsdale, and Minneapolis School Districts.</p> <p>Johnson Litho Graphics offered the following quote:</p> <ul style="list-style-type: none"> <li>• Two 24-page newsletters with a quantity of 4216 is <math>\\$3,260.00 \times 2 = \\$6,470.00</math> annually</li> <li>• One 6.25" x 9" postcard with a quantity of 4216 is \$1,145.00</li> </ul> <p>Total approximated cost for 2024 printing services is \$7,615.00. This is a Lump sum quote and includes production, mailing and freight cost. Postage is excluded from the quote and the City would have to purchase the EDDM route one time from the US Postal Service.</p>

	<p>In comparison;  Rengel Printing Co. total approximated cost for 2024 printing services for:</p> <ul style="list-style-type: none"> <li>• two 20-page newsletter with a quantity of 4250 is <math>\\$4,974.64 \times 2 = \\$9,949.28</math></li> <li>• Plus mailing services of <math>\\$122.64 \times 2 = \\$245.28</math>.</li> <li>• One 6.25" x 9" postcard with a quantity of 4250 = <math>\\$787.95</math> plus mailing services of <math>\\$123.48</math>.</li> </ul> <p>Total approximated cost for 2024 printing services for Rengel is <math>\\$11,105.99</math>.  Postage is excluded and the City would not have to purchase an EDDM route.</p>
<b>Budget Impact</b>	<p>The City generally sends out two newsletters and one postcard annually.  Two 24-page newsletters with a quantity of 4216 is <math>\\$3,260.00 \times 2 = \\$6,470.00</math>  One 6.25" x 9" postcard with a quantity of 4216 is <math>\\$1,145.00</math>  Total approximated cost for 2024 printing services is <math>\\$7,615.00</math>  The City would have to purchase the EDDM route one time from the US Postal Service.</p>
<b>Attachment(s)</b>	<ul style="list-style-type: none"> <li>• RFP for 2024 Printing Services</li> <li>• Proposal Evaluation Matrix</li> <li>• Resolution 23-79</li> </ul>
<b>Action(s) Requested</b>	<p>Staff recommends that City Council motion to approve the attached resolution to execute all necessary documents with Johnson Litho Graphics.</p>

November 17, 2023

**REQUEST FOR BIDS**

The City of Falcon Heights

**2024 Printing Services**

Bid Submittal Deadline: Wednesday, December 06, 2023 at 4:30 PM

Prepared By:  
Elke van der Werff, Administrative & Communications Coordinator  
City of Falcon Heights  
2077 Larpenteur Ave West  
Falcon Heights, MN 55113  
[elke.vanderwerff@falconheights.org](mailto:elke.vanderwerff@falconheights.org)  
651-792-7621

Request for Proposal

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SECTION 1: INTRODUCTION

SECTION 2: PROCESS

SECTION 3: SCOPE OF SERVICES

SECTION 4: PROPOSAL FORM AND CONTENT

SECTION 5: EVALUATION CRITERIA

## SECTION 1

### INTRODUCTION

The City of Falcon Heights is seeking proposals from vendors who are interested in providing cost-effective and quality services for the City's 2024 Printing Services. The City of Falcon Heights may extend the contract based on the vendor's performance and the need of the City. The print vendor must be located in close proximity to City Hall to provide timely printing services. Proposals must include all items specified in this document. All proposals must be submitted to the City's Administrative & Communications Coordinator Elke van der Werff at [elke.vanderwerff@falconheights.org](mailto:elke.vanderwerff@falconheights.org) no later than 4:30PM on Wednesday, December 6<sup>th</sup> 2023.

## SECTION 2

### PROCESS

Notice is hereby given that proposals will be received by the City of Falcon Heights, Ramsey County, Minnesota for printing services. The City of Falcon Heights (the City) invites qualified individuals or firms to submit proposals to provide newsletter/postcard printing services based upon the scope of work contained herein. Information regarding the RFP process, if not found within this document, may be obtained from Elke van der Werff, Administrative & Communications Coordinator, by email at [elke.vanderwerff@falconheights.org](mailto:elke.vanderwerff@falconheights.org) or by phone at 651-792-7621. Find additional information about the City of Falcon Heights at [www.falconheights.org](http://www.falconheights.org)

#### 2-1 Requests for Proposal

The City of Falcon Heights invites qualified individuals or firms to submit proposals for newsletter/postcard printing as described in the scope of work set forth in Section 3 of this Request for Proposals (RFP).

#### 2-2 Schedule (tentative)

Issue Date: November 16, 2023  
Closing Date: December 06, 2023  
Anticipated Award Notice: December 08, 2023  
Anticipated Contract Approval: December 13, 2023  
Service to Begin: December 14, 2023

#### 2-3 Official Contact

Questions regarding the scope of services shall be directed to:

Elke van der Werff, Administrative & Communications Coordinator  
City of Falcon Heights  
2077 Larpenteur Ave West  
Falcon Heights, MN 55113  
[elke.vanderwerff@falconheights.org](mailto:elke.vanderwerff@falconheights.org)

- 2-4 **Proposal Due Date:**  
Three (3) copies of the proposal must be delivered to Elke van der Werff, 2077 Larpenteur Avenue West, Falcon Heights, MN 55113, no later than 4:30PM on Wednesday, December 6<sup>th</sup> 2023. A digital proposal may also be emailed by this deadline to [elke.vanderwerff@falconheights.org](mailto:elke.vanderwerff@falconheights.org) but samples should be mailed or delivered. Proposals should be marked "RFP Newsletter/Postcard Printing Services". Late proposals will be kept by the City, but not considered for award. Proposals must be sealed and clearly addressed and marked with the RFP title.
- 2-5 **Cancellation, Delay or Suspension of Solicitation: Rejection of Proposals**  
The City may cancel, delay or suspend this solicitation if in the best interest of the City as determined by the City. The City may reject any or all proposals, in whole or in part, if in the best interest of the City as determined by the City. The City reserves the right to reject any or all proposals not in compliance with public bidding procedures.
- 2-6 **Incurred Costs**  
The City is not liable for any costs incurred by a proposer in the preparation and/or presentation of a proposal. The City is not liable for any cost incurred by a proposer in protesting the City's selection decision.

### SECTION 3

#### **SCOPE OF SERVICES**

The City of Falcon Heights welcomes proposals from individual printing companies or individuals in response to specific work products identified below.

- 3-2 **Scope of Work and Deliverables**  
The principal responsibility of the selected printer is a part of a periodic assessment of the cost-effectiveness and quality of Falcon Heights printed material, and the city is requesting proposals for various printing needs.

#### **City of Falcon Heights Bi-annual Newsletter: Bid Option 1 – Half-Page Newsletter**

- Folded size 8.5" x 11" saddle stitched
- Full color
- A full color proof will be provided to the city for review before the publication is approved for print. Please include the fee for revisions to the final proof.
- 4,116 mailing by simplified carrier routes – Every Door Direct Mailing

- 100 copies boxed and delivered to City Hall

**City of Falcon Heights Bi-annual Newsletter: Bid Option 2 – Full Size Newsletter**

- Folded size 11" x 17" saddle stitched
- Full color
- A full color proof will be provided to the city for review before the publication is approved for print. Please include the fee for revisions to the final proof.
- 4,116 mailing by simplified carrier routes – Every Door Direct Mailing
- 100 copies boxed and delivered to City Hall

A specific brand of paper is not specified in this RFP, however a high quality, 100% post-consumer recycled content paper is required.

**Mailing:** The City of Falcon Heights Bi-annual Newsletter is mailed, via carrier route, to all Falcon Heights households and businesses. The printer is responsible for mailing preparation and delivery to the post office. The City will provide payment for postage, payable to the printer as part of the printing invoice. Postage cost should be at the presort standard rate.

**Schedule:** The City of Falcon Heights Bi-annual Newsletter will be printed and mailed two times during the year on the following schedule.

- January/February – Printed late January or early February for delivery late February
- July/August – Printed late July or early August, for delivery before the start of the Minnesota State Fair

The printer will have all of the materials delivered to the United States Postal Service within seven business days of receiving approval of the proof from the City.

**City of Falcon Heights Postcards**

- 6.25 x 9 postcard size
- Full color
- 4,116 mailing by simplified carrier routes
- 100 copies boxed and delivered to City Hall

**Mailing:** The City of Falcon Heights postcards are mailed, via carrier route, to all Falcon Heights households and businesses. The printer is responsible for mailing preparation and delivery to the post office. The City will provide payment for postage, payable to the printer as part of the printing invoice. Postage cost should be at the presort standard rate.

Schedule: The City of Falcon Heights postcards can be printed up to four times during 2024. The City of Falcon Heights will notify the printer a week in advance to prepare for printing. The printer will have all of the materials delivered to the United States Postal Service within seven business days of receiving approval of the proof from the City.

## SECTION 4

### PROPOSAL FORM AND CONTENT

#### 4-1 Proposal Submittal

Proposals shall be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content and cost effectiveness of the proposal.

#### 4-2 Proposal Form and Content

Proposals should include the following items in their proposals addressing the scope of work in Section 3. Proposal and cost schedule shall be valid and binding for ninety (90) days following the proposal due date and will become part of the contract that is negotiated with the City.

The following will be considered minimum contents of the proposal and must be submitted in the order listed:

##### 1. **Proposed Printer's Qualifications**

Summarize your or the firm's background and history; include the depth and breadth of your firm's experience in printing newsletters and any experience you may have working on related projects.

##### 2. **Scope of Services Offered**

Provide a detailed breakdown of how you would approach the Scope of Work proposed in Section 3. Include specific information on the steps that would be taken to address each of the primary areas of need.

##### 3. **Samples**

Proposals shall include a minimum of two (2) samples demonstrate a community newsletter that uses the same or similar specifications to the bid.

##### 4. **Fee Schedule**



The printer must submit a compensation schedule for the services outlined in the preliminary scope of work. The compensation schedule submitted shall be guaranteed by the printer for the term of the contract.

**5. Additional Information**

Any information that the proposer feels is applicable to the evaluation of the Proposal or of their qualifications for accomplishing this request for services should be included in this section. You may use this section to address the aspects of your services that distinguish you or your firm from other firms.

**SECTION 5**

**EVALUATION CRITERIA**

The City shall evaluate the proposal on criteria including, but not limited to, the following list (in no order of priority).

1. The printer adheres to the instruction in this Request for Proposals on preparing and submitting the proposal;
2. The proposed turnaround time from receipt of a draft newsletter to delivery to the post office;
3. Compensation schedule;
4. Printing samples.

Firm Information		
Firm	Contact Name	Contact Email
Rapit Printing 1415 1st Ave. N.W. New Brighton, MN 55112	Carol Wierzba	<a href="mailto:carol@rapit.com">carol@rapit.com</a>

Evaluation Matrix
Proposal Quality

FSC Certified Rainforest Alliance Certified, SFI Certified Sourcing with

Proposed turnaround time
--------------------------

Hard copy Proof delivered within 1-2 days  
Turn Time after approval is 5-7 working days

Compensation Schedule
-----------------------

Bid 1		20 page Self Cover Newsletters Trim, fold, Saddle Stitched. Flat: 11" x 17" folded to 8.5" x 11". 70# Cougar Text
	Quantity of 4216	\$ 5,980.77
Bid 2		N/A
Postcard		6.25" x 9" 100# Cougar Cover
	Quantity of 4216	\$ 1,638.14

Printing Samples
------------------

Newsletters and postcards of various stock samples

Notes
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Personal Delivery of proposal  
Close proximity to City Hall  
Postage is additional. Must purchase EDDM Route one time  
In house embroidery and other print services.  
  
Worked with other municipalities

Firm Information		
Firm	Contact Name	Contact Email
Rengel Printing 1922 7th St. N. St. Cloud, MN 56303	Ronn Paulson Nate Owen-Block	<a href="mailto:ronn@rengelprinting.com">ronn@rengelprinting.com</a>

Proposal Quality

FSC Certified Rainforest Alliance Certified, SFI Certified Sourcing with recycled

Proposed turnaround time

Hard copy Proof delivered within 1-2 days  
Turn Time after approval is 5-7 working days

Compensation Schedule	
Bid 1	24 page newsletter saddle stitched. Folded to 5.5" x 8.5". 80#RPC - Gloss Text Coated. 100% PCW
	Quantity of 4250 \$ 3,214.27
	24 page newsletter saddle stitched. Folded to 5.5" x 8.5". 80# Rolland Enviro Satin Text, 100% PCW Uncoated
	Quantity of 4250 \$ 3,346.36
	24 page newsletter saddle stitched. Folded to 5.5" x 8.5". 80# Rolland opaque Smooth Text, 30 % PCW Uncoated,
Quantity of 4250 \$ 3,365.73	
Mailing Services \$ 122.64	
Bid 2	20 page newsletter saddle stitched. Folded to 8.5" x 11". 80#RPC - Gloss Text Coated.
	Quantity of 4250 \$ 4,974.64
	20 page newsletter saddle stitched. Folded to 8.5" x 11". 80# Rolland Enviro Satin Text, 100% PCW Uncoated
	Quantity of 4250 \$ 5,077.53
	20 page newsletter saddle stitched. Folded to 8.5" x 11". 80# Rolland opaque Smooth Text, 30 % PCW Uncoated,
Quantity of 4250 \$ 5,108.37	
Mailing Services \$ 122.64	
Postcard	EDDM Postcard, 9 x 6.25 - coated sheet. 0#RPC - 12PT C2S Cover Coated
	Quantity of 4250 \$ 847.83
	EDDM Postcard, 9 x 6.25 - 30% Post - uncoated sheet. 100# Rolland opaque Smooth CVR, 30 % PCW Uncoated,
	Quantity of 4250 \$ 772.80
	EDDM Postcard, 9 x 6.25 - 100% Post - uncoated sheet. 100# Rolland opaque
Quantity of 4250 \$ 787.95	
Mailing Services \$ 123.48	

Printing Samples

Newsletters, postcards and stock samples

Notes

Provided Printing Services for the City since 2019  
Already has EDDM Route established  
Provided quotes for various stock samples  
Postage is additional and up front.  
  
Worked with other municipalities in St. Cloud area

Firm Information		
Firm	Contact Name	Contact Email
First Impression Group 2700 Blue Water Road, Ste 450 Eagan, MN 55121	Kevin Finley	<a href="mailto:kevin@1igprint.com">kevin@1igprint.com</a>

Proposal Quality

FSC Certified, chemical free

Proposed turnaround time

Hard copy Proof delivered within 1-2 days  
5 working days from proof approval to mailing

Compensation Schedule	
Bid 1	16 page Self cover Newsletter, trim, fold, saddle stitched. Flat: 11" x 17" folded to 8.5" x 11". 60# lynx op text
	Quantity of 4216 \$ 3,360.00
	24 page Self cover Newsletter, trim, fold, saddle stitched. Flat: 11" x 17" folded to 8.5" x 11". 60# lynx op text
	Quantity of 4216 \$ 4,580.00
Mailing Services \$ 215.00	
Bid 2	16 page Self cover Newsletter, trim, fold, saddle stitched. Flat: 8.5" x 11" folded to 5.5" x 8.5". 60# lynx op text
	Quantity of 4216 \$ 2,150.00
	24 page Self cover Newsletter, trim, fold, saddle stitched. Flat: 8.5" x 11" folded to 5.5" x 8.5". 60# lynx op text
	Quantity of 4216 \$ 2,640.00
Mailing Services \$ 215.00	
Postcard	6.25" x 9" 100# flo dull cover
	Quantity of 4216 \$ 690.00
	Mailing Services \$ 160.00

Printing Samples

Newsletters and postcards of vairous stock samples

Notes

Close proximity to City Hall  
Postage is additional. Must purchase EDDM Route one time  
Ability to meet in person to go over stock samples  
Worked with other municipalities

Firm Information		
Firm	Contact Name	Contact Email
Johnson Litho Graphics 2219 Galloway St Eau Claire, WI 54703	David Frank	<a href="mailto:davidf@johnsonlitho.com">davidf@johnsonlitho.com</a>

**Proposal Quality**

Green Business, FSC Cerified Rainforest Alliance Certified

**Proposed turnaround time**

PDF Proofs send the same day, hard Proof 1 day delivery  
Turn Time after approval is 5-7 working days

**Compensation Schedule**

<b>Bid 1</b>		24 page newsletter saddle stitched. Flat: 11" x 17" folded to 8.5" x 11". 60#Rolland Enviroprint Opague Text, 100% PCW
	Quantity of 4216	\$ 3,260.00
		24 page newsletter saddle stitched. Flat: 11" x 17" folded to 8.5" x 11". 60#Midland Offset Text, 30% PCW
	Quantity of 4216	\$ 3,100.00
<b>Bid 2</b>		24 page newsletter saddle stitched. Flat: 8.5" x 11" folded to 5.5" x 8.5". 60#Rolland Enviroprint Opague Text, 100% PCW
	Quantity of 4216	\$ 2,375.00
		24 page newsletter saddle stitched. Flat: 8.5" x 11" folded to 5.5" x 8.5". 60#Midland Offset Text, 30% PCW
	Quantity of 4216	\$ 2,265.00
<b>Postcard</b>		6.25" x 9" 80# Rolland Enviroprint Opague Cover, 100% PCW
	Quantity of 4216	\$ 1,145.00
		6.25" x 9" 80# Silk Cover, 10% pcw
	Quantity of 4216	\$ 1,085.00

**Printing Samples**

Newsletters and postcards of various stock samples

**Notes**

Worked with other municipalities in Twin Cities area  
Postage is additional. Must purchase EDDM Route one time. Ability to refine  
Description of process and adhered to RFP  
no additional cost for mailing.  
Quotes are a lump sum price that includes all production, mailing and freight costs.

**CITY OF FALCON HEIGHTS  
COUNCIL RESOLUTION**

December 13, 2023

No. 23-79

**RESOLUTION APPROVING AGREEMENT WITH JOHNSON LITHO GRAPHICS FOR  
PRINTING SERVICES**

**WHEREAS**, City Staff released an RFP for 2024 Printing Services on November 16, 2023; and

**WHEREAS**, the RFP for 2024 Printing Services closed on December 06, 2023; and

**WHEREAS**, in total, the City received four proposals from qualified printing firms, including one from the incumbent Rengel Printing Co.; and

**WHEREAS**, City Staff evaluated proposals based on the proposed turnaround time from receipt of a draft newsletter to delivery to the post office, compensation schedule and printing samples; and

**WHEREAS**, while all proposals included similar turnaround times and printing samples, Johnson Litho Graphics proposal came in with the most competitive pricing; and

**WHEREAS**, the approximated cost for 2024 printing services with Johnson Litho Graphics would be \$7,615.00; and

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

1. That the Agreement with Johnson Litho Graphics is approved by the City Council of the City of Falcon Heights.

Moved by: Leehy

Approved by: \_\_\_\_\_  
Randall C. Gustafson  
Mayor

GUSTAFSON         In Favor  
MEYER                
WASSENBERG       Against  
LEEHY  
WEHYEE

Attested by: \_\_\_\_\_  
Jack Linehan  
City Administrator

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<b>Meeting Date</b>	December 13, 2023
<b>Agenda Item</b>	Consent G15
<b>Attachment</b>	Resolution 23-80
<b>Submitted By</b>	Jack Linehan, City Administrator

<b>Item</b>	Appointment of Dean Pope to the position of Senior Maintenance Worker
<b>Description</b>	<p>The City has had a vacancy in the public works department since the promotion of Colin Callahan to director. The City posted for the position and received over 10 applications for the position. Five applicants were interviewed, and three were identified as finalists. The public works team met with the three finalists and recommended that Dean Pope be the selection.</p> <p>Dean Pope applied for the Senior Maintenance Worker position and stood out during the interview process as a great candidate for the position and fit for the City. He holds a CDL A and has over 5 years' experience in public works. Dean previously worked for the City of Minneapolis, the City of Shoreview and most recently for the City of Coon Rapids in progressively responsible public works roles. He has significant experience operating a plow and other similar equipment. We are excited for him to join the City of Falcon Heights.</p>
<b>Budget Impact</b>	This position was budgeted for in 2023, with savings from the vacancy period.
<b>Attachment(s)</b>	<ul style="list-style-type: none"> <li>Resolution 23-80 Appointment of Dean Pope as Public Works Senior Maintenance Worker.</li> </ul>
<b>Action(s) Requested</b>	Staff recommend approval of attached resolution accepting the appointment of Dean Pope to the position of Public Works Senior Maintenance Worker with an effective salary of \$56,160 (\$27.00/hour).



**CITY OF FALCON HEIGHTS  
COUNCIL RESOLUTION**

December 13, 2023

No. 23-80

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**RESOLUTION APPOINTING DEAN POPE TO SENIOR MAINTENANCE WORKER FOR  
THE CITY OF FALCON HEIGHTS**

**WHEREAS**, the City has a need for additional services in public works, including an increase in plowing responsibilities with the Lauderdale contract; and

**WHEREAS**, the City reclassified the position of Maintenance Worker to Senior Maintenance Worker to meet the demands of the position and the employment market; and

**WHEREAS**, Dean Pope stood out as the best candidate following an extensive search; and

**WHEREAS**, Dean Pope meets all of the required qualifications for the position; and

**WHEREAS**, the position was offered to and accepted by Dean Pope; and

**WHEREAS**, Dean Pope has a start date to be determined by both parties.

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

1. Appoint Dean Pope to the position of Senior Maintenance Worker.
2. Authorize compensation of \$56,160.00 annually.

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Moved by: *Leehy*

Approved by: \_\_\_\_\_  
Randall C. Gustafson  
Mayor

GUSTAFSON  
MEYER  
LEEHY  
WEHYEE  
WASSENBERG

5 In Favor  
0 Against

Attested by: \_\_\_\_\_  
*[Signature]*  
Jack Ljehman  
City Administrator

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<b>Meeting Date</b>	December 13, 2023
<b>Agenda Item</b>	Policy H1
<b>Attachment</b>	Drafted Findings of Facts
<b>Submitted By</b>	Hannah Lynch, Community Developer Coordinator

<b>Item</b>	Amber Flats PUD
<b>Description</b>	<p>Amber Flats is a proposed 96-unit (originally 100) affordable housing apartment building to be located directly to the west of the existing Amber Union Apartments. The purpose of this application for a Planned Unit Development (PUD) is to allow for the construction of this apartment building along with flexibility in City Code guidelines.</p> <p>The Planning Commission met on October 24, 2023 and held a public hearing. After hearing comments and discussion, the Planning Commission voted 6-1 to recommend approval of the PUD.</p> <p>The Falcon Heights City Council met on November 15, 2023 to discuss the proposal and recommendation of approval from the Planning Commission. After hearing from the developer, public, and holding a discussion, the City Council voted 2-2 to approve the PUD. As approval required a majority vote, it did not have the necessary support for approval. Those who voted against approval directed staff to draft a denial for the project due to parking requirements being less than what is needed for the City.</p> <p>The Falcon Heights City Council met again on November 29, 2023 to discuss the proposal. After hearing from the developer and holding a discussion, the City Council vote 3-2 to table the decision to the December 13, 2023 City Council meeting.</p> <p>When a decision about land use is made, the City Council must develop and adopt written "findings of fact" that explain the decision. Based on the discussion at the November 15, 2023 and November 29, 2023 City Council meetings, staff has drafted findings of facts for approval and denial of the Amber Flats PUD.</p> <p>In addition to this, since the two City Council meetings and City Council workshop held on December 6, 2023 and based on feedback, the developer has amended the plans for Amber Flats. They have removed four units from the property, bringing the total to 96 units, and added seven additional parking stalls to bring the total to 121 parking stalls. Originally eight additional stalls were discussed, however as a result of further analysis and an effort to maintain curb locations and impervious surface, seven was the outcome. Five of those will be in the surface parking and two will be located</p>

	<p>in the below-grade garage. The updated plans have been attached to show the reduction in parking, however the floor plans have not yet been updated to show the four fewer dwelling units. This brings the parking ratio to approximately 1.62 parking stalls per unit.</p>
<b>Budget Impact</b>	N/A
<b>Attachment(s)</b>	<ul style="list-style-type: none"> <li>• Drafted Findings of Facts - Approval</li> <li>• Drafted Ordinance 23-08 Amending Chapter 113 of the Falcon Heights City Code Rezoning Certain Property from R-5M to PUD, Planned Unit Development</li> <li>• Drafted Summary Ordinance 23-08</li> <li>• Drafted Findings of Facts - Denial</li> <li>• Updated Plans - Title Sheet, Architectural Site Plan, Sublevel Plan</li> </ul>
<b>Action(s) Requested</b>	<p>Staff recommends adoption of the one of the following motions:</p> <p>(1) Approve Ordinance 23-08 and Summary Ordinance 23-08 to approve the Amber Flats PUD with updated plans as attached herein, and adopt the Findings of Fact and Decision for the approval.</p> <p>OR</p> <p>(2) Deny the Amber Flats PUD and adopt the Findings of Fact and Decision for the denial.</p>

CITY OF FALCON HEIGHTS  
RAMSEY COUNTY, MINNESOTA

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IN RE:

Application of Buhl Larpenteur West LLC,  
5100 Eden Avenue, Suite 317, Edina, MN 55436,  
for Amber Flats Planned Unit Development  
at Ramsey County Property IDs 212923110029  
and 212923110028, Falcon Heights, MN 55113.

**FINDINGS OF FACT**

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On October 24, 2023, the Falcon Heights Planning Commission met at its regularly scheduled meeting to consider the application of Buhl Larpenteur West, LLC, 5100 Eden Avenue, Suite 317, Edina, MN 55436 for Amber Flats PUD, to be located on the vacant lots otherwise known as Ramsey County Property IDs 212923110029 and 212923110028. The Planning Commission conducted a public hearing on the proposed Planned Unit Development (PUD) preceded by published and mailed notice. The applicant was present, and the Planning Commission heard testimony from all interested persons wishing to speak. The Falcon Heights City Council now makes the following:

**FINDINGS OF FACT:**

1. The subject property consists of two parcels, Ramsey County Tax Parcel IDs 212923110029 and 212923110028, located at the southwest corner of Larpenteur Avenue and Snelling Avenue in Falcon Heights, MN and legally described as follows:

PID 212923110029: The East 250 feet of the North 500 feet except the West 150 feet of the East 160 feet of the North 283 feet of the Northwest quarter of the Northeast quarter of the Northeast quarter of Section 21, Township 29, Range 23, West of the Fourth Principal Meridian.

PID 212923110038: The West 150 feet of the East 160 feet of the North 283 feet of the Northwest quarter of the Northeast quarter of the Northeast quarter of Section 21, Township 29, Range 23, West of the Fourth Principal Meridian;  
("Subject Property")

2. The Subject Property is currently zoned R-5M, High Density Residential Mixed Use.
3. In October 2023, an application was received for a Planned Unit Development (PUD) for a multifamily apartment complex consisting of 100-units to be located in the two vacant lots directly to the west of the existing Amber Union Apartments. Plans have since been amended to show 96-units. According to a review of the plans, the need for a PUD is due to the flexibility from City Code guidelines that would be required. There are three areas where deviations from City Code would be needed.
4. The Falcon Heights Planning Commission finds this project meets all guidelines in City Code, except for guidelines around height, impervious surface, and parking.
  - (a) According to section 113-243, the maximum height of a building is four stories or 40 feet, whichever is less. This project comes in at approximately 43' in height.
  - (b) According to section 113-241, the maximum impervious surface coverage amount for this site is 75 percent of the lot area. This project will have approximately 76 percent impervious surface.
  - (c) According to Section 113-310, multiple-family dwellings must have at least two parking spaces per dwelling unit, with at least 80 percent of the required parking to be located below grade and integrated into the apartment building. At these amounts, Amber Flats would be required to have 192 parking spaces, with 154 of

those located below grade. This project is proposing 121 parking spaces total, with 66 of those located below grade.

5. The City of Falcon Heights Planning Commission met at its regularly scheduled meeting on October 24, 2023 to conduct a public hearing and issue a recommendation on the requested PUD. The Planning Commission voted 6-1 to recommend approval of the PUD request.
6. A PUD may be permitted in the legislative discretion of the city council. The Planning Commission and City Council must consider the following general requirements and standards identified in Section 113-201 in rezoning property to PUD:
  - a. A PUD must be consistent with the city comprehensive plan and the intent and purpose of the City Code provisions relative to land use, subdivision and development.

*Finding: The City Council finds the application and submitted plans to be consistent with the city comprehensive plan. The proposal provides a public benefit to the city in the means of new residents, a larger tax-base, and more affordable housing (City of Falcon Heights – 2040 Comprehensive Plan, Chapter II, Chapter VIII).*

- b. Whenever joint common open space or service facilities for individual owners or users are provided within the PUD, the PUD plan shall provide reasonable assurance of adequate operation and maintenance of such open space and service facilities.

*Finding: The project will provide shared open space and facilities to occupants of the apartment building. Based on testimony from Buhl Larpenteur West, LLC, these facilities will be adequately maintained and operated by a property management company, the City Council finds that reasonable assurance has been provided of*

*adequate operation and maintenance of such open space and service facilities is provided.*

- c. When a PUD provides for common or public open space, the total area of common or public open space or security in any stage of development, shall, at a minimum, bear the same relationship to the total open space to be provided in the entire PUD as the stages or units completed or under development bear to the entire PUD.

*Finding: The City Council finds this requirement to not be applicable. The full PUD will be completed during one stage.*

- d. Whenever any PUD is to be completed in stages, no such stage shall, when averaged with all previously completed stages, have a residential density that exceeds 125 percent of the proposed residential density of the entire PUD.

*Finding: The City Council finds this requirement to not be applicable. The full PUD will be completed during one stage.*

- e. All development shall be carefully phased so as to ensure that it will not cause an unreasonable burden upon the city in providing services and utilities or cause a deleterious impact upon the natural environment.

*Finding: The City Council finds the proposed PUD will be constructed in one phase and will not place an unreasonable burden upon the city in providing services and utilities or cause a deleterious impact upon the natural environment.*

#### **DECISION:**

The Falcon Heights City Council hereby approves the Applicant's request for a Planned Unit Development, subject to the following conditions:



- (a) Trees shall be planted and/or maintained along Larpenteur Avenue and Underwood Street as shown in plans submitted by UrbanWorks, dated 10/16/2023.
- (b) Snow storage may not be stored in any parking area for more than 48 hours.
- (c) Open space as shown on plans submitted by UrbanWorks, dated, 10/16/2023, may not be converted into additional parking.
- (d) Charging stations for not less than four electric vehicles must be provided on site.
- (e) Developer shall comply with all recommendations from Ramsey County, City Engineer, and Fire Marshal.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by the City Council of Falcon Heights, Minnesota.

CITY OF FALCON HEIGHTS

BY: \_\_\_\_\_  
Randall C. Gustafson, Mayor

ATTEST:

\_\_\_\_\_  
Jack Linehan, City Administrator

**DRAFT ORDINANCE NO. 23-08**

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

**AN ORDINANCE AMENDING CHAPTER 113 OF THE FALCON HEIGHTS CITY  
CODE REZONING CERTAIN PROPERTY FROM R-5M TO PUD, PLANNED UNIT  
DEVELOPMENT**

THE CITY COUNCIL OF FALCON HEIGHTS ORDAINS:

**SECTION 1. Chapter 113 of the Falcon Heights City Code is hereby amended to add a new Section 113-212 to read as follows.**

***Section 113-212 – Amber Flats Planned Unit Development***

(a) *Legal description.* The legal description of this PUD is as follows:

PID 212923110029: The East 250 feet of the North 500 feet except the West 150 feet of the East 160 feet of the North 283 feet of the Northwest quarter of the Northeast quarter of the Northeast quarter of Section 21, Township 29, Range 23, West of the Fourth Principal Meridian.

PID 212923110038: The West 150 feet of the East 160 feet of the North 283 feet of the Northwest quarter of the Northeast quarter of the Northeast quarter of Section 21, Township 29, Range 23, West of the Fourth Principal Meridian;  
("Subject Property")

(b) *Purpose.* The purpose of the Amber Flats Planned Unit Development is to provide for multi-family apartments.

(c) *Permitted uses and zoning regulations.* The R-5M mixed use high density residential district regulations shall apply to the property subject to the following modifications:

a. Permitted uses:

1. One principal structure consisting of 117,000 square feet and 96 apartment units.
2. No conditional uses.
3. No interim uses.
4. Setbacks as depicted in the Architectural Site Plan dated October 16, 2023 prepared by UrbanWorks Architecture, LLC.

b. Parking. Vehicle parking shall be as follows:

1. 55 surface parking stalls as depicted in the Architectural Site Plan dated October 16, 2023 prepared by UrbanWorks Architecture, LLC.
2. 66 sublevel parking stalls as depicted in the Sublevel 1- Overall Plan dated October 16, 2023 prepared by UrbanWorks Architecture, LLC.

(d) *Development plan.* The PUD must be maintained in accordance with the following development plan, which is on file with the city and which is incorporated herein by reference.

(1) The following plans prepared by UrbanWorks Architecture, LLC with up to five percent variance to not increase nonconformities from City Code, as approved by the city administrator:

a. Site development plans, dated October 16, 2023, prepared by UrbanWorks Architecture, LLC including:

1. Site demolition plan.
2. Erosion and sediment control plan.
3. Site dimension plan.
4. Grading and drainage plan.
5. Utility plan.
6. Architectural site plan, including overall, sublevel 1, level 1, level 2
7. Building elevations.

(e) *Additional conditions.* The PUD must be maintained in accordance with the following additional conditions.

- (1) Trees shall be planted and/or maintained along Larpenteur Avenue and Underwood Street as shown in plans submitted by UrbanWorks, dated 10/16/2023.
- (2) Snow storage may not be stored in any parking area for more than 48 hours.
- (3) Open space as shown on plans submitted by UrbanWorks, dated, 10/16/2023, may not be converted into additional parking.
- (4) Charging stations for not less than four electric vehicles must be provided on site.

**SECTION 2. Zoning Map.** The zoning map of the City of Falcon Heights shall not be republished to show the aforesaid zoning, but the Clerk shall appropriately mark the zoning map on file in the Clerk's Office for the purpose of indicating the rezoning hereinabove provided for

in this ordinance, and all of the notations, references, and other information shown thereon are hereby incorporated by reference and made a part of this ordinance.

**SECTION 3. Effective Date.** This ordinance is effective immediately upon its passage and publication.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by the City Council of Falcon Heights, Minnesota.

CITY OF FALCON HEIGHTS

BY: \_\_\_\_\_  
Randall C. Gustafson, Mayor

ATTEST:

\_\_\_\_\_  
Jack Linehan, City Administrator

DRAFT

**SUMMARY ORDINANCE NO. 23-08**

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

**AN ORDINANCE AMENDING CHAPTER 113 OF THE FALCON HEIGHTS CITY  
CODE REZONING CERTAIN PROPERTY FROM R-5M TO PUD, PLANNED UNIT  
DEVELOPMENT**

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 Chapter 113 of City Code to rezone property from R-5M to PUD, Planned Unit Development, to allow for the development of a 96-unit affordable housing apartment building.

This ordinance shall be effective upon passage.

APPROVED for publication by the City Council of the City of Falcon Heights, Minnesota this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

CITY OF FALCON HEIGHTS

BY: \_\_\_\_\_  
Randall C. Gustafson, Mayor

ATTEST:

\_\_\_\_\_  
Jack Linehan, City Administrator

CITY OF FALCON HEIGHTS  
RAMSEY COUNTY, MINNESOTA

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IN RE:

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**FINDINGS OF FACT**

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4. The Falcon Heights Planning Commission finds this project meets all guidelines in City Code, except for guidelines around height, impervious surface, and parking.
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  - (c) According to Section 113-310, multiple-family dwellings must have at least two parking spaces per dwelling unit, with at least 80 percent of the required parking to be located below grade and integrated into the apartment building. At these amounts, Amber Flats would be required to have 192 parking spaces, with 154 of

those located below grade. This project is proposing 121 parking spaces total, with 66 of those located below grade.

5. The City of Falcon Heights Planning Commission met at its regularly scheduled meeting on October 24, 2023 to conduct a public hearing and issue a recommendation on the requested PUD. The Planning Commission voted 6-1 to recommend approval of the PUD request.
6. A PUD may be permitted in the legislative discretion of the city council. The Planning Commission and City Council must consider the following general requirements and standards identified in Section 113-201 in rezoning property to PUD:
  - a. A PUD must be consistent with the city comprehensive plan and the intent and purpose of the City Code provisions relative to land use, subdivision and development.

*Finding: The City Council finds the application and submitted plans to be consistent with the city comprehensive plan. The proposal provides a public benefit to the city in the means of new residents, a larger tax-base, and more affordable housing (City of Falcon Heights – 2040 Comprehensive Plan, Chapter II, Chapter VIII).*

- b. Whenever joint common open space or service facilities for individual owners or users are provided within the PUD, the PUD plan shall provide reasonable assurance of adequate operation and maintenance of such open space and service facilities.

*Finding: The project will provide shared open space and facilities to occupants of the apartment building. Based on testimony from Buhl Larpenteur West, LLC, these facilities will be adequately maintained and operated by a property management company, the City Council finds that reasonable assurance has been provided of*



*adequate operation and maintenance of such open space and service facilities is provided.*

- c. When a PUD provides for common or public open space, the total area of common or public open space or security in any stage of development, shall, at a minimum, bear the same relationship to the total open space to be provided in the entire PUD as the stages or units completed or under development bear to the entire PUD.

*Finding: The City Council finds this requirement to not be applicable. The full PUD will be completed during one stage.*

- d. Whenever any PUD is to be completed in stages, no such stage shall, when averaged with all previously completed stages, have a residential density that exceeds 125 percent of the proposed residential density of the entire PUD.

*Finding: The City Council finds this requirement to not be applicable. The full PUD will be completed during one stage.*

- e. All development shall be carefully phased so as to ensure that it will not cause an unreasonable burden upon the city in providing services and utilities or cause a deleterious impact upon the natural environment.

*Finding: The City Council finds the proposed PUD will cause an unreasonable burden upon the city during and after its development. The PUD plan requests a deviation in parking requirements in City Code which decreases the required amount of stalls from 192 to 121 parking stalls. This decision to not included the necessary parking requirements to accommodate the additional units of housing in the location proposed will push parking outside the confines of the PUD. Neighboring roads will*

*be forced to manage overflow parking which will cause an unreasonable burden on the residents currently living there.*

**DECISION:**

The Falcon Heights City Council hereby denies the Applicant's request for a Planned Unit Development.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by the City Council of Falcon Heights, Minnesota.

CITY OF FALCON HEIGHTS

BY: \_\_\_\_\_  
Randall C. Gustafson, Mayor

ATTEST:

\_\_\_\_\_  
Jack Linehan, City Administrator

# AMBER FLATS

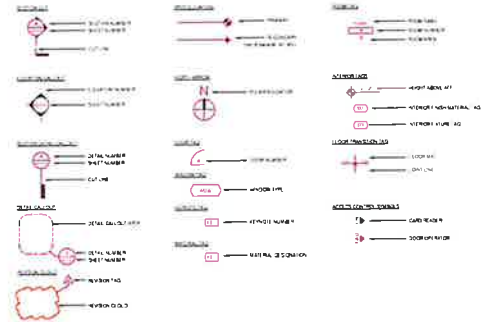
PUD APPLICATION 10.16.2023



## GENERAL NOTES

1. GENERAL NOTES: SEE THE 2021 IBC AND ALL APPLICABLE CONTRACT DOCUMENTS TO THIS PLAN. THE DESIGNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL JURISDICTION. THE DESIGNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL JURISDICTION.

## SYMBOL INDEX



## VICINITY MAP



## PARKING STALLS

AREA	SURF	STALLS
LOT 1	ASPH	10
LOT 2	ASPH	10
LOT 3	ASPH	10
LOT 4	ASPH	10
LOT 5	ASPH	10
LOT 6	ASPH	10
LOT 7	ASPH	10
LOT 8	ASPH	10
LOT 9	ASPH	10
LOT 10	ASPH	10
LOT 11	ASPH	10
LOT 12	ASPH	10
LOT 13	ASPH	10
LOT 14	ASPH	10
LOT 15	ASPH	10
LOT 16	ASPH	10
LOT 17	ASPH	10
LOT 18	ASPH	10
LOT 19	ASPH	10
LOT 20	ASPH	10
LOT 21	ASPH	10
LOT 22	ASPH	10
LOT 23	ASPH	10
LOT 24	ASPH	10
LOT 25	ASPH	10
LOT 26	ASPH	10
LOT 27	ASPH	10
LOT 28	ASPH	10
LOT 29	ASPH	10
LOT 30	ASPH	10
LOT 31	ASPH	10
LOT 32	ASPH	10
LOT 33	ASPH	10
LOT 34	ASPH	10
LOT 35	ASPH	10
LOT 36	ASPH	10
LOT 37	ASPH	10
LOT 38	ASPH	10
LOT 39	ASPH	10
LOT 40	ASPH	10
LOT 41	ASPH	10
LOT 42	ASPH	10
LOT 43	ASPH	10
LOT 44	ASPH	10
LOT 45	ASPH	10
LOT 46	ASPH	10
LOT 47	ASPH	10
LOT 48	ASPH	10
LOT 49	ASPH	10
LOT 50	ASPH	10

## AREA SUMMARY

DESCRIPTION	AREA (SQ FT)
LOT 1	10,000
LOT 2	10,000
LOT 3	10,000
LOT 4	10,000
LOT 5	10,000
LOT 6	10,000
LOT 7	10,000
LOT 8	10,000
LOT 9	10,000
LOT 10	10,000
LOT 11	10,000
LOT 12	10,000
LOT 13	10,000
LOT 14	10,000
LOT 15	10,000
LOT 16	10,000
LOT 17	10,000
LOT 18	10,000
LOT 19	10,000
LOT 20	10,000
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LOT 22	10,000
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LOT 33	10,000
LOT 34	10,000
LOT 35	10,000
LOT 36	10,000
LOT 37	10,000
LOT 38	10,000
LOT 39	10,000
LOT 40	10,000
LOT 41	10,000
LOT 42	10,000
LOT 43	10,000
LOT 44	10,000
LOT 45	10,000
LOT 46	10,000
LOT 47	10,000
LOT 48	10,000
LOT 49	10,000
LOT 50	10,000

## UNIT COUNT

UNIT TYPE	UNIT COUNT
1-BED	100
2-BED	100
3-BED	100
4-BED	100
5-BED	100
6-BED	100
7-BED	100
8-BED	100
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42-BED	100
43-BED	100
44-BED	100
45-BED	100
46-BED	100
47-BED	100
48-BED	100
49-BED	100
50-BED	100

## SHEET INDEX

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009	LANDSCAPE PLAN
010	SECTIONAL ELEVATIONS
011	EXTERIOR ELEVATIONS
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013	DETAILS
014	APPENDICES

## CONTACTS

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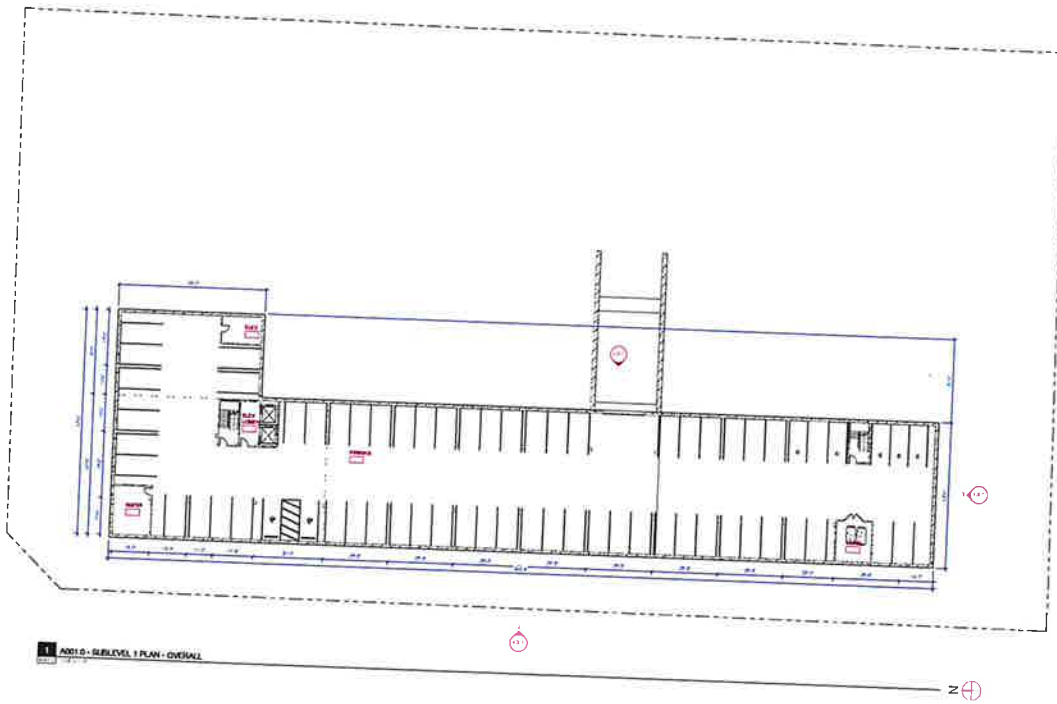
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Scale: 1/8" = 1'-0"

TITLE SHEET  
G001





**A001.0 - SUBLEVEL 1 PLAN - OVERALL**

**GENERAL PLAN NOTES:**

1. REFER TO THE GENERAL NOTES FOR THE PROJECT.
2. ALL DIMENSIONS ARE IN METERS UNLESS OTHERWISE SPECIFIED.
3. THE ARCHITECT IS NOT RESPONSIBLE FOR THE ACCURACY OF THE SURVEY DATA.
4. THE ARCHITECT IS NOT RESPONSIBLE FOR THE ACCURACY OF THE EXISTING CONDITIONS.
5. THE ARCHITECT IS NOT RESPONSIBLE FOR THE ACCURACY OF THE EXISTING UTILITIES.
6. THE ARCHITECT IS NOT RESPONSIBLE FOR THE ACCURACY OF THE EXISTING STRUCTURE.
7. THE ARCHITECT IS NOT RESPONSIBLE FOR THE ACCURACY OF THE EXISTING SERVICES.
8. THE ARCHITECT IS NOT RESPONSIBLE FOR THE ACCURACY OF THE EXISTING LANDSCAPE.
9. THE ARCHITECT IS NOT RESPONSIBLE FOR THE ACCURACY OF THE EXISTING VEGETATION.
10. THE ARCHITECT IS NOT RESPONSIBLE FOR THE ACCURACY OF THE EXISTING ADJACENT PROPERTIES.
11. THE ARCHITECT IS NOT RESPONSIBLE FOR THE ACCURACY OF THE EXISTING REGULATORY REQUIREMENTS.
12. THE ARCHITECT IS NOT RESPONSIBLE FOR THE ACCURACY OF THE EXISTING MARKET CONDITIONS.
13. THE ARCHITECT IS NOT RESPONSIBLE FOR THE ACCURACY OF THE EXISTING FINANCIAL CONDITIONS.
14. THE ARCHITECT IS NOT RESPONSIBLE FOR THE ACCURACY OF THE EXISTING POLITICAL CONDITIONS.
15. THE ARCHITECT IS NOT RESPONSIBLE FOR THE ACCURACY OF THE EXISTING SOCIAL CONDITIONS.
16. THE ARCHITECT IS NOT RESPONSIBLE FOR THE ACCURACY OF THE EXISTING CULTURAL CONDITIONS.
17. THE ARCHITECT IS NOT RESPONSIBLE FOR THE ACCURACY OF THE EXISTING ENVIRONMENTAL CONDITIONS.
18. THE ARCHITECT IS NOT RESPONSIBLE FOR THE ACCURACY OF THE EXISTING CLIMATE CONDITIONS.
19. THE ARCHITECT IS NOT RESPONSIBLE FOR THE ACCURACY OF THE EXISTING DEMOGRAPHIC CONDITIONS.
20. THE ARCHITECT IS NOT RESPONSIBLE FOR THE ACCURACY OF THE EXISTING ECONOMIC CONDITIONS.

**KEYNOTES:**



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**SUBLEVEL 1 OVERALL PLAN**

**A001.0**