

CITY OF FALCON HEIGHTS  
Regular Meeting of the City  
Council City Hall  
2077 West Larpentour Avenue  
AGENDA  
Wednesday, May 24, 2023  
7:00 p.m.

- A. CALL TO ORDER: 7:01
- B. ROLL CALL: GUSTAFSON  LEEHY  MEYER  ~~FA~~  
WASSENBERG  WEHYEE
- STAFF PRESENT: LINEHAN
- C. APPROVAL OF AGENDA
- D. PRESENTATION
- E. APPROVAL OF MINUTES: *Leehy 4-0*  
1. May 3, 2023 City Council Special Meeting Minutes  
2. May 3, 2023 City Council Workshop Meeting Minutes  
3. May 10, 2023 City Council Regular Meeting Minutes
- F. PUBLIC HEARINGS:
- G. CONSENT AGENDA: *Wehyee 4-0*  
1. General Disbursements through 5/17/23: \$226,554.66  
Payroll through 5/15/23: \$17,278.96  
Wire Payments through 5/15/23: \$11,037.89  
2. Approval of City License(s)  
3. Appointment of David Simons as Senior Maintenance Worker  
4. Community Development Coordinator/Planner Hannah Lynch - Six Month Step Adjustment  
5. 2023 PMP - Materials Testing Contract  
6. Summer Hours  
7. Purchase of MPH Industries StreetScout Trailer Using State Contract Pricing  
8. Lease of City Hall Copier/Scanner from Loffler
- H. POLICY ITEMS:
- I. INFORMATION/ANNOUNCEMENTS:
- J. COMMUNITY FORUM:  
*Please limit comments to 3 minutes per person. Items brought before the Council will be referred for consideration. Council may ask questions for clarification, but no council action or discussion will be held on these items.*
- K. CLOSED SESSION: *Wassenberg 4-0*  
1. Annual Performance Evaluation for City Administrator Jack Linehan - Pursuant to Minn. Stat. 13D.05, subd. 3(a).
- L. ADJOURNMENT: 9:47 pm *Wehyee?*

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**CITY OF FALCON HEIGHTS**  
Special Meeting of the City Council  
City Hall  
2077 West Larpenteur Avenue  
**MINUTES**  
May 3, 2023 at 6:30 P.M.

- A. CALL TO ORDER: 6:33 PM
- B. ROLL CALL: GUSTAFSON\_\_X\_\_ LEEHY\_\_X\_\_ (arrived after roll call) MEYER \_\_X\_\_  
WASSENBERG \_\_X\_\_ (arrived after roll call) WEHYEE\_\_X\_\_  
STAFF PRESENT: LINEHAN\_\_X\_\_
- C. APPROVAL OF AGENDA
- D. PRESENTATION
- E. PUBLIC HEARINGS:
- F. CONSENT AGENDA:
- H: POLICY ITEMS:
  - 1. Planning Commission Findings of Fact – Amber Union PUD Amendment and City Code Amendment to Allow for Drive-Through Coffee Shop

City Administrator Linehan explains a bit about the process and says that they received the application from the applicant on March 6<sup>th</sup>. It went to the Planning Commission, which held a public hearing on the proposed development, which Hannah Lynch will walk us through next. The Planning Commission provided us with their Findings of Fact, which are available in the agenda packet. These Findings of Fact are drafted in combination with the Chair of the Planning Commission in coordination with Staff and the City Attorney, taking the feedback from the Planning Commission and developing these Findings of Fact. Tonight, what the City Council is asked to do is rule on the Findings of Fact.

Essentially, there are a few options:

- 1). Reaffirm the Findings of Fact of the Planning Commission
- 2). Motion to table the recommendation in the event of the City Council needing additional time or the applicant requesting additional time.
- 3). The City Council could modify the Findings of Fact for the Planning Commission
- 4). The City Council could adopt their own Findings of Fact

Community Development Coordinator Hannah Lynch provides a brief overview of the current PUD, stating that it encompasses a 3.78-acre parcel at the corner of Larpenteur and Snelling. Currently, the zoning of the two additional parcels is R5M, so mixed use, high-density residential. The two additional parcels, when you are looking at the PUD from Larpenteur to the right, those

have currently been serving as 214 parking stalls and 167 of those are overview parking.

We received a request to build a 630 square foot building with a drive-through facility for a coffee shop. It will comprise .43 acres of the 2.58 acres over there and it will have a 183' stacking lane for vehicles.

A rendering of the coffee shop is shown on the screen during the meeting and Lynch says that it will be a drive through mostly with a walk-up window.

As far as parking, how that will change is they will essentially be losing 58 spaces during the course of the construction. But, there will still be excess parking of 109 spaces.

So, with the request, drive-throughs are currently prohibited in Falcon Heights, except for banking and financial institutions.

To move forward, there are really three options:

- 1). We can amend City Code to allow it by right in the zoning district that we chose. So, if anybody came in and they wanted to build a drive-through in the district that was chosen for that, they would be able to.
- 2). Make it a conditional use permit in that specific zoning district. So, if someone wanted to come in and they could meet the requirements of a conditional use permit, go through a hearing, then they could get the permit that way.
- 3). Planned Unit Development – Ultimately, this is what we decided to go with, which is to amend the Planned Unit Development and only allow them in Planned Unit Developments. So, essentially, if somebody wanted to bring a drive-through in, they would have to go through the PUD process to rezone that parcel as a PUD. And, that gives a little bit more protection to the City, essentially, because there are hearings and it's a legislative process and that sort of thing.

So, we would have to amend City Code and the definition of a drive-through to allow it to be a drive-through as part of an eating establishment as part of a PUD, extend PUD to two additional parcels, amend the uses, amend supplemental regulations and show that it's consistent with the Comprehensive Plan.

Lynch mentions that Councilmembers have the amendments in their packet but briefly goes over them. The definition would have to be changed to say that a drive-through facility for an eating establishment may be permitted only as part of a PUD.

We would be changing the zoning of the two additional parcels and incorporating it as part of the PUD. We would also amend the permitted uses for the Amber Union PUD to say that they can have an eating establishment with a drive-through in this PUD specifically. And, the speaker for the drive-through facility must be located no less than 100 feet from residential use property.

An amendment to supplemental regulations would also be needed to say that they can be in a PUD and to state that the applicant requested the ability to begin operating at 6:00 a.m. rather than 7:00 a.m.

Lynch says that the final aspect to amending this is to see if the use is consistent with the Comprehensive Plan and a few considerations to that would be walkability, a traffic study was completed and the Comprehensive Plan does not explicitly mention drive-throughs. It is something to look at the goals of the plan and making sure it's consistent. As mentioned, a traffic study was done and there are recommendations from the City Engineer as well as comments from the Fire Marshal in the packet.

Lynch summarizes that the Planning Commission held a public hearing on March 28, 2023. Many citizens came out and the issues of traffic safety and carbon emissions were brought up.

The Planning Commission ultimately determined that the proposal was not consistent with the Comprehensive Plan for issues around carbon emissions from the idling vehicles, safety, density and walkability. The Planning Commission voted 4-0 to recommend denial of the proposal to City Council.

Mayor Gustafson confirms those were the Findings of Fact of the Planning Commission and asks if there are any other Findings of Fact that anyone else is proposing that are different.

Administrator Linehan says that the Planning Commission did approve those as the Findings of Fact. The City Council could adopt their own Findings of Fact. If the City Council does want to do that, Staff does have some potential options for how that could be done. If you are leaning towards that you do want to approve this, we could provide avenues and other recommendations looking through the Comprehensive Plan. But, it does have to come from Council's direction, that the Council is leaning towards approval, IF they had alternative Findings of Fact.

Mayor Gustafson asks for comments from Council.

Councilmember Meyer mentions there were a couple of mentions of carbon dioxide emissions and wonders if perhaps the people commenting meant to say "carbon monoxide emissions," because the localized air pollution is one of the issues he's heard.

Councilmember Wassenberg responds that the Comprehensive Plans speaks to carbon emissions in the sense of carbon dioxide emissions and he thinks that was one of the concerns. But, he agrees that localized air pollution is an issue with increased vehicle traffic. He continues that the traffic study shows a relatively small increase in the number of trips. He thinks that it stated that 89% of the trips would be ones already occurring on Larpenteur and Snelling anyway. So, not necessarily a lot of new trips. Wassenberg has a question in regards to the traffic study. The traffic study was done in regards to 1B, which is similar but not quite the same layout as what was presented. Plan 1B does not have the exit out towards Amber Union / towards the south. He says that the traffic study also said that on weekdays, that about 760 trips occur each day. He wonders if that is accurate.

Administrator Linehan says that is correct. When the traffic study did occur as part of this process, we did hire them in early March to give them enough time to conduct it. Originally, they started the initial traffic collection the week of February 20<sup>th</sup>, actually, a little earlier. For the daily count, those are correct. They looked at a couple of other sites, including the Caribou in Burnsville to use as an example for daily average traffic counts.

Wassenberg recalls this adding 80 to 85 additional trips per day.

Mayor Gustafson adds that it was something like 6 additional trips during each peak hour.

Linehan says that it is 84 additional trips per day.

Mayor Gustafson says that we have a significant amount of traffic on the avenue currently, which is one of the selling points for a service that wants to tap into that traffic flow; it's a saleable asset that way.

Wassenberg adds that he was at the Planning Commission meeting and heard the residents' voices and issues brought up with regards to the PUD and the use of a PUD to allow a drive-through. The more he thought about it, the more he felt that was a relevant point. We have this parcel of land that is requesting to put a particular shop onto it, but he's not seeing the "planned" in Planned Unit Development, really. Perhaps the developer has larger plans to propose for that entire additional site, but otherwise, it seems pretty onesie-twasie.

Linehan says that the developer has a larger picture plan for the site. We feel, along with the attorneys, that there was a proposal that could include that. At this point, because it's already gone past the public hearing process, it would be inappropriate for the Council to adopt a larger PUD or apartment complex and other things without having it go through the Planning Commission process. What the Staff and attorneys would recommend is that, if you do want to see that route, and if that would change your opinion on this proposal if you saw the whole site laid out, to direct the applicant as such and they could resubmit the application as a full PUD modification.

Wassenberg asks what they'd be voting for in that case, if they are voting to say that they aren't allowing it at this time. Do we table it or how does that work?

Linehan says that if they table it, it stays at the Council level. There would be no public hearing process or Planning Commission review. That's part of the process built into our code to allow that safeguard. If you want it to go back to the Planning Commission and start the process again, you would have to reject the application.

Mayor Gustafson asks that, if they were to adopt this plan, any amendments to that PUD, adding housing or another retail space, for example, would require an application to amend the PUD. At that point, would there be a public hearing on that amendment similar to this one?

Linehan says yes, because it would require a code change. In theory, the Council could adopt, without going through the Planning Commission or public hearing process, you could consider the construction of a 100-unit apartment building as part of this. If you want to do that, you could, but that was Staff's recommendation, that minor modifications to the plan such as changing site layout, adding EV charging stations and adding permeable pavers aren't major modifications. But, including additional buildings would be major modification where you might want to consider the Planning Commission review.

Mayor Gustafson feels that adding things to the existing PUD doesn't seem transparent.

Wassenberg adds that the Council values the input of community during public hearings and the expertise of the Planning Commission.

Mayor Gustafson asks if there are any other questions of the applicant.

Linehan mentions that the applicant has a presentation.

Petitioner Pete Deanovic of Buhl Investors and owner of the 1667 Snelling Avenue site says that today, Amber Union Apartments, was awarded Top Project from Finance and Commerce (an industry group).

Deanovic shares they were also a finalist for the redevelopment category for Minnesota Real Estate Journal.

Mayor Gustafson says the project came together nicely.

Deanovic admits there are a few kinks to work out. Some of the things that came up from the Planning Commission were about trash. In speaking to his property manager this morning, what they've learned is that they needed to increase trash service to five days. And, they may have to modify some of the loading docks because it's not aligning to the trash truck. For that reason, it needs to be a more extensive capital improvement.

Deanovic walks Council through his presentation and wants to highlight a few things behind their rationale. He says that he agrees with the sentiment of Council to not say, "Let's introduce anything that might be a material modification to this." I would be onboard with saying, "Reject the

application if this is not the right concept. We continue to want to do right by community. That should be a baseline assumption for how we interact with communities that we're in."

He provides context for why they landed here and says it's largely based on having a line in the water and seeing what sorts of uses could activate that street front. It was partly informed by who came forward and seeing that certain groups were absolute non-starters, whether it was Christian Brothers Auto or three different car washes. Those are the types of groups that came forward and did not feel consistent with any of the expressed community interest. Those that started to feel in line with what we've historically talked about were a daycare, who didn't come forward with a proposal, and the coffee shop (Caribou).

Part of what informed that direction was what they're working with within the site. The site plan that you saw does not show the various easements that bisect the land area. There's a stormwater system that services that area that was built in 2016 by TIES. Our preference would be to not disrupt that. There's also a fiberoptic line and parking easements. So, this was how we thought about this. Where is there some overlap? How do we comply and have business services that service the surrounding community? We want to have something that can be built and be financed today. And, furthermore, how do we manage for that shared parking and some of the arrangements we all made when Amber Union first went through? Deanovic says that a parking area exists to the west of the Annex building (shown as a blue rectangle in his presentation) and was negotiated by and agreed upon by the City and Buhl. The City Manager at the time expressed a desire for that to be secured based on some of the context for State Fair and some apartments further south that don't have appropriate parking. We can't do anything with that blue, and the orange represents where the stormwater system goes through. Fiberoptic can be moved more easily than either one of those items.

That informed a smaller retail footprint that could make use of it. And, recognizing that if we put it in the context of a PUD, we had to come back to you in partnership. If anything wanted to happen to the south, we have to come and say, "How does this sit with the community?" There was no option to do anything else and we recognize today that not a lot can be done in this financing market further to the south. Nor did we think there was a desire from the surrounding neighbors to see that sort of development at an R5 density.

Deanovic says that they looked at the alternatives in collaboration with the City and the community to determine how this all aligns. One option is to retain the existing parking lot. It's fine as a parking lot, but we don't think that's a particularly green use. And, he feels the Caribou Cabin concept can be modified to introduce additional green space and move down the path detailed in the Comp Plan. We also think there's a challenge to how they manage traffic, whether it's a gate or a stop sign. What we're hearing is concerns about safety. If we have a fobbed entrance / an arm swing to exit parking, that might help to manage pedestrian traffic. I don't know if that's desirable. We've historically felt that the Hollywood Court neighborhood wants that access and we've tried to maintain that.

Another option is a housing version. Zoning of R5 is a higher density; it's 100 units on 2.58 acres. That's a lot of units. We've tried to be measured about how we react and how we respond to the community and the neighborhood. The building is now occupied and we're working through some of the kinks of trash and things. We don't feel like that's where we want to go today, both because we're trying to be good neighbors and because the market doesn't quite work. And, it just feels like it's a pretty significant lift. Those are some of the reasons, but I'll show you the overall plan if we were to go down that path.

Another alternative would be to continue to exhaust alternative uses, but that would likely be in the context of mixed use, where you have a parcel along the street front and then you think about how the balance of the site might be activated. In our mind, that feels like the least invasive version of

something and provides the most amount of time to continue to navigate through how we get this right.

Deanovic then shows a concept for what that looks like in response to pedestrian connectivity. You can start to see how the parking that's required under the easement is retained. You can start to see the concept of a drive-through is shown there, with a pedestrian way that navigates through. Then, to the south, and I want to be clear, this is NOT something we're pursuing today and we'd not like to go down that path until we have done a lot of community work to see what that looks like. It would not be appropriate to push anything forward along those lines.

That gives some framework for why we were thinking of this as a phased approach and why we were viewing it as a PUD expansion. It would have required us to come back to you multiple times and engage the community multiple times. The alternative could be to let the Amber Union PUD as it sits, exist on its own, and then come forward with something different on this site as a standalone. What we find difficult as the developer and owner, is some of the Findings of Fact that are listed in that Planning Commission package don't provide a very clear path toward how we achieve what's being asked. We sit on a trunk highway and a county service road and the measures for what threshold we ought to be aiming for is entirely subjective and requires a report that we've not heard of in all of our dealings across the metro. And, that's not to say it's not accurate or right to ask. But, I think it's helpful, from our standpoint, if we're able to have that level of engagement and interaction and understand what success on these items looks like. So, I would just encourage a review of some of those Findings of Fact. We can agree that maybe a drive-through may not be the right option. But, a drive-through for a Caribou is probably the only version of Caribou that would come here. And, if we were to say that it should be a Dunn Brothers, that today is not a financeable deal.

Councilmember Wassenberg says that he greatly appreciates the concept that Deanovic needs to build what's financially feasible. It's not good business sense to build things that you can't receive a return on. Wassenberg asks if the building to the south, granted it's only a concept, is it a concept of a residential building?

Deanovic says that is correct and they were just trying to envision what R5 zoning achieves in both the desires of a MET Council or the 20/40 Comp Plan, coupled with how retail might relate to that. How can that be achieved on a single parcel? Deanovic says presenting that concept makes his skin crawl.

Councilmember Wassenberg asks Administrator Linehan if the parking lot easement that was agreed upon is flexible. He believes that maybe that easement agreement may have been put in place only to ensure there was a certain amount of parking available and not necessarily in that spot.

Administrator Linehan says that the parking easement could be modified if it's found that it's not needed. As it stands right now, anyone could testify that there's far more parking than is necessary. If it were to remain as it is, there's a lot of parking and the easement isn't needed, as it stands. But, if you look at the entire site and if they did develop, that may need to remain; there needs to be some overflow parking.

Councilmember Wassenberg says that there needs to be some parking, but his only thought was that it could provide more flexibility to the developer. You wouldn't necessarily have to stay away from that piece of land if it worked out best to be able to build on that particular part of the parcel.

Administrator Linehan understands what Wassenberg is saying, that you could say that instead of looking at changing the easement, you move the parking down to where the storm sewer easement was over; so, the southern part. So, moving the parking down over there and changing the development to be up in the more northern portion.



Councilmember Wassenberg says yes, that it allows more frontage to be developed and that is probably the higher value portion of the property.

Linehan says they haven't looked into that but we could discuss that with the attorneys to see what the options are.

Mayor Gustafson says that he does remember from the original PUD that ended at Lot 1, that the Amber Union building had a projected need for more parking than what was available on the site and to follow Code for how many spaces per units, that is one reason why the easement was granted rather than having the land change. It was an agreement to provide adequate parking for the PUD to begin with for Amber Union. You still have the need for X spaces in order to have adequate parking for residents of the apartment building and that need doesn't go away. Parking needs to be accommodated within the parcel.

Councilmember Leehy says that was her understanding as well. It was more about the amount of parking and not so much about the location of parking.

Mayor Gustafson says that it may have been drawn out as that parking to say that we'd hold this out for that in order to note that it needed to be there. But, the need for parking will exist for the entire parcel and same for any other type of housing units placed within. Placing spots for people to park doesn't seem like a very economical land use plan. Look at our big surface parking lots that don't get used. They only generate money for our local business when the State Fair occurs.

Linehan asks if there's feedback for the applicant and recommends the Council to give direction as to what the best way to move forward is and be thinking long-term on that. The applicant did spend a considerable sum on these plans, these drawings. And, if the Council were to direct them to continue to modify, keep in mind what the end result is. So, if a drive-through in any setting, in any form isn't going to work, I think it's helpful to provide that feedback to that applicant. Or, if you feel a drive-through with certain modifications would potentially be palatable, then that is helpful to the applicant as well, to give them direction on how to move forward from here.

Councilmember Wehyee says that is great point and that he hasn't had a chance to review hearings from the past. He wonders, for those that were in attendance, if there was a sense from the community that a drive-through of any sort would be acceptable. Where did it seem like the community landed on that?

Wassenberg says he was there and that 10 to 15 people came forward. He feels that, in general, they didn't want a high traffic drive-through. It wasn't necessarily the drive-through itself but the high traffic generation. It's a little bit in between. There was general opposition to the type of drive-through that would generate this level of traffic. The Caribou drive-through concept would be included in that. Although, people very much like the idea of coffee shops. Wassenberg says he's had several people express interest in a coffee shop there to gather in. There's economic viability that has to be taken into place when you're developing something new, but that's clearly not the model (indoor gathering place) that Caribou is going forward with. They've built very few coffee shops in the last few years that aren't this cabin drive-through concept. Wassenberg doesn't know about other coffee shops.

Councilmember Leehy asks for confirmation that this cabin drive-through concept doesn't allow for indoor seating.

Wassenberg says that's true. It's only some seasonal, outdoor seating. But, it does have a walk-up window.

Councilmember Leehy wonders why another type of coffee shop is not be feasible for that location.

Deanovic responds that, from their standpoint, if we go to a bank, we're looking at trying to have a portion of the construction costs be financed. So, that lender is going to look to the credibility of that operation and the duration of the term and how much they themselves are investing. In the case of a Caribou Cabin, Caribou would be investing quite a bit of their own money within the space and signing a long-term lease. That allows a lender to come in and say that they can support or be a portion of the cost associated with constructing that. When we look at the other operators out there, I mentioned that Scooter Coffee and Starbucks had passed on it. Starbucks is the only other concept that I've seen that is doing both drive-through and indoor seating. 95% of the stores Caribou has opened since 2019 have been this (cabin) concept. Maybe we chalk it up to "we can't make a go of it." Deanovic says that what's helpful to him is to figure out how we reconcile these parking requirements for cars and we have a drive-through that's rejected on the basis of cars. He says he thinks they are fine with whatever they are given but some of that coaching can be useful as they start thinking about what goes there.

Councilmember Wehyee says that as a small community, what we're trying to think about and capitalize on is revenue. Do we have any idea what the tax potential of this establishment might be for the City? Wehyee says that he makes this point because it might be an opportunity to see the mutual benefit of the establishment.

Linehan says that the original proposal and application did include some projections on revenue. He clarifies that the Planning Commission cannot take revenue into consideration. Aside from that, Linehan says the estimated cost to build was about \$2,000,000 and the average tax looked to be about \$10,000-\$15,000 per year. Linehan asks Deanovic if that sounds accurate and is directed to a page in the presentation. The amount projected is \$33,000 but that is the total property tax, with the City getting some portion of that amount.

Mayor Gustafson estimates they'd get 25 to 30% of that, dependent upon the year.

Linehan reminds Council that it does now generate taxes, too. When it was a non-profit status, it did not. Now that it's back on the tax rolls, it is.

Leehy clarifies that that portion of the land is not part of the TIF agreement.

Linehan says that it's not part of the TIF.

Mayor Gustafson says including the TIF district would not change as the result of the PUD expanding beyond because the TIF district is defined by its own latitudes, longitudes and property boundaries.

Wassenberg reminds Council that they have a hard stop in about ten minutes, so he brings them back to providing the applicant with guidance. He feels it's difficult to speak for the community in terms of what they'd be in favor of, but feels one approach that might be taken, because the community did not see this as a benefit to Falcon Heights ("it's a commuter benefit, not a community benefit"), is a more comprehensive plan and shown more benefits to the community and City. He expects that could be weighed alongside the potential downsides of a drive-through...something that's a good revenue-generator. Wassenberg adds that he personally wouldn't take a Caribou Cabin off the table, provided we are part of a larger site plan, that actually, in the whole, provide a net positive of benefits to the community.

Mayor Gustafson says that one takeaway he took from the Planning Commission was that historically, drive-throughs in Falcon Heights are not well-received by the residents simply due to the nature of how close. The widest divide that we have between our commercial districts and our residential districts is an alley. It's either a property line or it's an alley. As a result, it makes it very difficult to put a drive-through in that doesn't disturb neighbors. Historically, that's been the case, at least a couple years ago, when we held the informal discussions with Dino's. Had they placed

their building differently back when they did, they may have been able to work out those issues. That's water over the dam. With this one, out of the comments from the Planning Commission, where, if there was to be a drive-through in Falcon Heights, this one fits it and makes it the least disruptive of any that have been proposed. It maintains some barriers to make it palatable. You do have the issue of traffic going across the right of way. I thought most of the concerns that I heard from the residents was that they didn't want this to then create another avenue for more drive-throughs. That was the main thing, which is why, if you can contain your drive-through in a Planned Unit Development (PUD), then you can place on it more restrictions that are necessary, rather than doing it through regular Code. If you meet requirements through regular Code, as long as you meet code, then you'd be able to put up the drive-through. So, I think most people wanted a better review of drive-throughs. The comments were that, if you were going to have a drive-through, this plan really was the best that could be seen.

Wassenberg agrees with that and says another large element was resistance from those on Hollywood Court. If their concerns for traffic cut-throughs, etc. were addressed effectively, there would be a better chance for a more comprehensive plan of that entire site that could potentially include a drive-through.

Mayor Gustafson adds that if you look at those concerns, the Amber Union property exits onto Snelling Drive, as does Hollywood Court. Hollywood Court has two alleys and a street that exit onto Snelling Ave. Drive. Their concern has always been whether they can utilize the Amber Union property to access Larpenteur Ave. The people coming from Amber Union can't enter Hollywood Court at the west side, it's blocked. And, there's no access to the alley on the north or south side of Hollywood Court to the Amber Union property or to the State Fair property. That all goes through Snelling Avenue Drive. So, people aren't going to be coming out of the Caribou there and going down Hollywood Court to access West Snelling Drive.

Leehy asks if they're sure they won't be going down West Snelling Drive.

Mayor Gustafson says they might be going down Snelling Drive but that's a function of that street. And, as you're exiting Hollywood Court, you have that concern for traffic that comes out of one to the other, just as you would as you come out of Hollywood Court and head south. You might have to worry about someone coming out of the south alley on Hollywood Court at the same time. It's not like all of these people are going to exit Caribou and go down Hollywood Court to access West Snelling. If they do, they'll cross through the driveway that exists behind Amber Union to access to and from that spot.

Leehy asks if Caribou is completely opposed to doing a sit-down space as there's been a longtime desire of residents to have a gathering place.

Wassenberg says that our Buhl representative states that 95% of Caribous that have been done in the last 3-4 years have not. But, that means some are done with a different setup. I think there would be much less opposition from the community if there was a seating place within such an establishment because then it provides some sort benefit. Starbucks prides itself on being a third place. Whereas home and work are one and two, Starbucks is third. Something that provides a third place would be viewed favorably by residents. They aren't necessarily opposed to the drive-through itself, but in absence of any other benefits from making that compromise in allowing that drive-through, then the drive-through looks very unattractive.

Mayor Gustafson says to Deanovic, that if he would like to give the Council more time to study the packet and build more community input into it, he would suggest that. And, if time is of the essence and they can't build that community conversation, then he doesn't have enough to overturn the Planning Commission on their decision. If Deanovic would like more time with the Planning Commission and with the community and Council to keep this one somewhat alive with an extension period, we'd be open to accepting that.

Leehy asks whether Dunn Brothers would be interested, as they seemingly have a vibrant location in Arden Hills with indoor seating as well as a drive-through. And, with the housing options, has the idea of townhomes been on the table?

Deanovic says that they haven't looked at that but we can look at a lot of those options moving forward. From their standpoint, some of the housing market has pretty much shutdown. And, regarding Dunn Brothers, a sticking point has been that those are largely franchise-based. So, it's dependent on someone willing to buy the franchise, take the risk on and installing all of that equipment that might otherwise be a corporate entity. Deanovic says that his preference is also to have some indoor space for gathering and he says that they are a long-term owner and it's part of being a good community member. It's fine to say "no." I do think it would be helpful to review some of those conditions in the Findings of Facts because he feels it sets up a difficult hill to climb from their standpoint. My preference would be for some of those to be modified so that they are actually actionable from their view.

Wehyee thanks Deanovic and says that they don't appear to be as far apart in conversation than it might seem. He agrees with the Mayor, that if time allows for them to better review some of these results, maybe engage the community a bit more, and if you could go back to your team and take some of the feedback to make modifications, he feels they could come to an agreement where both Buhl and the community could be satisfied. It's not the end all. We have a real possibility here. We do value the partnership and I think the community does too. There's work to be done but I don't think it's impossible work.

Councilmember Meyer adds that he doesn't feel like the community or the Council are that happy with the status quo of just having 167 extra parking spots there. Meyer believes that's wasted space when there are a lot of people living nearby that could benefit from some type of amenity there. He appreciates Buhl's patience with the community as they determine what will work best there. Meyer has heard a couple of ideas tonight that could be more palatable and says he doesn't think Buhl should give up yet.

Wassenberg says that he is sitting in two different areas. One, he doesn't think he could support the limited plan with a Caribou Cabin as it is. He also wouldn't say that he's in agreement with all of the Findings of Fact of the Planning Commission. Reading, "We can't amend code before we do a Larpenteur corridor study." Wassenberg says he isn't sure that is true. He wonders if there is any way they can say "no" to the plan as it is put forward, but yet give time to put out revised Findings of Fact so that they do not become a barrier to later development of site. He does think that site needs to be developed; people don't want it as a parking lot.

Administrator Linehan says that Staff agree that some are barriers to development. Of these items, the items they believe could be removed / that Council could strike include: "The Planning Commission finds no health impact assessment to be completed." Linehan says they do not have a process for completing the health impact assessment so that's part of our Comprehensive Plan. Staff that has the Comprehensive Plan now doesn't fully know the path forward for the applicant. So, we have a couple of these picked out, but I do recommend, in the interest of time, we could run this by the Council in the future. And, if we wanted to adopt an additional Findings of Fact, we could do so. But, if we are to take that method, we would need to table this item. There're two options to table the item under state law. One comes from the applicant; if they request an extension, they can do so. Item number two, is if City Council has significant findings or reasons that they cannot complete the Findings within the sixty-day time window. For us, a lot of this too is we've wanted to work with the applicant and we've wanted to allow time for these modifications to occur. It's been a very fast process for us. So, the City Council could adopt, by tonight, to make a motion to direct the City Administrator to execute a letter to Buhl under Minnesota statute 15.99, extending the time period for the review of application for a period of up to sixty days. Now, the understanding is

we'd be here well before that, just creating an additional revised Findings of Fact that we could hear at a future meeting, whether that's the 10<sup>th</sup> or the 24<sup>th</sup> (of May).

Wehyee asks if that works for the developer.

Deanovic says that it does.

Mayor Gustafson asks if they have a motion to direct the City Administrator to draft a letter to the applicant, Buhl Investors, to extend the time period so that they can work on the Findings of Fact.

Councilmember Wehyee motions to approve directing the City Administrator to draft a letter to Buhl to seek more time; approved 5-0

I. INFORMATION/ ANNOUNCEMENTS:

Mayor Gustafson says there are none other than to remind them that the Spring Together event is on May 20<sup>th</sup> at Curtiss Field and that the registrations for park programming end on May 25.

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: 7:41 PM

Councilmember Leehy motions to adjourn; approved 5-0



Randall C. Gustafson, Mayor

Dated this 3<sup>rd</sup> day of May, 2023

  
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Jack Linehan, City Administrator

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

**MINUTES**  
May 3, 2023  
7:30 P.M.

- A. CALL TO ORDER: 7:42 p.m.
- B. ROLL CALL:           GUSTAFSON\_\_X\_\_ LEEHY\_\_X\_\_  
                          MEYER\_\_X\_\_ WASSENBERG\_\_X\_\_ WEHYEE\_\_X\_\_  
  
STAFF PRESENT:   LINEHAN\_\_X\_\_ VAN DER WERFF\_\_X\_\_
- C. POLICY ITEMS:
  - 1. Law Enforcement Contract Discussion

City Administrator Linehan introduces the discussion as City consultant Bostrom of the Center for Values-Based Initiatives (CVBI) teleconferences with the City Council to discuss the next steps in soliciting responses from potential law enforcement agencies.

City Councilmembers discuss possible policing options and collaborations with different neighboring enforcement agencies to police the City of Falcon Heights. City consultant Bostrom used community input to write down ideas for policing and wants to talk through the options. He emphasizes he will discuss any potential agencies with the City Council.

City Administrator Linehan suggests discussing the most obvious options for agencies.

The council discussed various options with nearby agencies and provided direction on which agencies to solicit responses, and which agencies to not request proposals.

City consultant Bostrom states this discussion is very helpful for him as well as for the enforcement agencies to help them determine if they are able to provide their policing services in Falcon Heights and handle calls within a timely fashion.

Bostrom highlights differences between options:

Option 1 - Expand service area to include Falcon Heights. Very feasible for neighboring agencies. The city would be responsible for paying when officers are needed in Falcon Heights.

Councilmember Leehy asks a question in regards to traffic enforcement: Who would take the Larpenteur/Snelling portion? City consultant Bostrom states that from his previous experience as Sheriff, he knows agencies always come to an agreement in who is responsible.

Option 2 - Community/School Resource Officer

Recently retired officers, wanting to work another 5 to 10 years, but not with a traditional Sheriff's office. Most of these officers check the boxes that the City of Falcon Heights would look for in its officers.

36-hour shift Tuesday through Thursday, at school, children see officers. Will also visit council meetings to show availability. And they drive all streets throughout the day, GPS provides accountability; preventative patrol.

With nearby agencies, there's no need to train, as their officers are already familiar with the area. Falcon Heights would only need to interview the person they would want. Affordable option.

After hours, follows Option 1.

Bostrom stresses these are official officers.

Wassenberg states it reduces need for officers from other agencies to patrol.

Bostrom states that Falcon Heights has the ability to choose their officer and have the officer be present at meetings and at school to show support of the community and high visibility.

Wehyee asks if cost would be similar as Option 1.

Bostrom states it would cost more than Option 1. There would be an extra expense for the part time licensed officer to be present.

Leehy comments that should we go down Option 2, it benefits the schools and helps them get familiar and embrace the officers so that they are not intimidated by the police officers.

Potential of several retirees wanting to apply, would we be able to hire multiple officers?



Bostrom answers it would be ideal to hire two or three officers. Provides more flexibility to stay later at night if needed.

Option 3 - Manage peak times such as at State Fair. Segment of and have dedicated parking enforcement officer based on events. More costly; it would resolve a number of parking enforcement issues. More strategic traffic enforcement than Options 1 and 2. Would be written in contract to have 1 car patrol streets each day of the year.

Invite officers to city events to show visibility.

On a monthly basis, receive report from your local officer at a council meeting.

Bostrom states he would need to do more research into reports to determine costs.

Wassenberg states that he does not want to get caught up in numbers at the moment.

Leehy asks how Option 3 differs from the other two options.

Option 3 would cover everything in Options 1 and 2. Stipulate the assignment for parking enforcement officers during a certain time rather than using regular police calls for parking enforcements. Would want to add traffic enforcement to avoid accidents and resident complaints.

Proactive, once-a-day police visit.

Attend city events and city council meetings.

Option 3 is a very cost-effective option. Compared to our current contract, we would have to pay for 3 FTEs rather than our current contract allotment of 6 FTEs. Can be seen as a package deal for both Falcon Heights and the agency the city selects.

Leehy asks if we could select officers. Bostrom states you will get to know some of the officers, as most are assigned to areas. For city events and council meetings, wants input in selecting the officer who is familiar with the area.

Linehan states it would be great to have a community officer; worries that agencies are not able to provide that. But, option 1 would be a more feasible option, and is very similar as what we have in place now and would provide us with good service.

Wehyee thanks Bostrom and states while he likes Option 1; he is curious about Option 2 as it is unique and wonders how we would explain this to the community. Option 2 is his most favorite.

Bostrom states these options are very feasible as agencies would not have to hire more officers and would allow them to agree to assisting the City of Falcon Heights. In discussions with the chiefs of the agencies, Bostrom will lead with Option 2.

Leehy is in favor of Option 2

Gustafson states that Option 1 is what we are experiencing now for services. Currently we get 1 hour a day. Option 1 would already provide this.

Leehy asks if the officer in Option 2 would build relationships with local business and multifamily homes.

Bostrom states that Option 2 would allow for that. During the week, they can stop in at businesses, restaurants and apartment buildings. This also allows more visibility of officers in the community.

Leehy is concerned about Friday through Monday, when the community police officer is not there, would that create a spike in crime?

Bostrom states calls for service are generally during afterhours. He thinks it's not noticeable and there will be a liaison there during administrative hours; a policing liaison officer.

City Administrator Linehan states we're currently using a retainer model with the Sherriff's office. These options discussed are taking a more as-needed, cost approach. He notes that we also have the option to select a more hybrid approach. This would allow to save on the budget while meeting the policing demand.

Gustafson states we can pay more for the parking enforcement officer during the State Fair.

City Administrator Linehan states this discussion has provided a good direction on how to create a strategy for him and City consultant Bostrom to approach the different potential enforcement agencies. He will keep the City Council updated on the discussion.

## 2. ARPA Update

City Councilmembers and City Administrator Linehan discussed options on the allocations of the ARPA funds.

City Administrator Linehan states it was recommended by the City auditor that the ARPA funds be allocated to non-procurement expenditures.

City Councilmembers agreed with City Administrator Linehan to allocate the ARPA funds towards the Metropolitan Council sewer charges.

D. ADJOURNMENT: 9:15 PM

Council Member Wassenberg  
motions to adjourn the  
meeting; approved 5-0

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



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Randall C. Gustafson, Mayor

Dated this 3<sup>rd</sup> day of May, 2023



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Jack Linehan, City Administrator

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**CITY OF FALCON HEIGHTS**  
Regular Meeting of the City  
Council City Hall  
2077 West Larpenteur Avenue  
**MINUTES**  
Wednesday, May 10, 2023  
7:00 p.m.

- A. CALL TO ORDER: 7:02 PM
- B. ROLL CALL: GUSTAFSON\_X\_ LEEHY\_X\_ MEYER \_\_\_

WASSENBERG\_X\_ WEHYEE\_X\_

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

- C. APPROVAL OF AGENDA

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

- D. PRESENTATION
  - 1. Peter Lindstrom, Metropolitan Council Member, District 10

Mayor Gustafson introduces Peter Lindstrom, who used to serve as mayor of Falcon Heights.

Lindstrom thanks the council and states it is good to be back in the council chambers. He also notes, that the residents of Falcon Heights clearly read the weekly newsletter as two people in the last two days commented on the fact that he will be presenting for the City Council. Before the presentation he would like to highlight all the ways the Metropolitan Council interacts with local government. First, environmental services; there are nine wastewater treatment plants, 600 miles or more of interceptor sewers. He explains it as a three-legged stool; there are the home owners/local business sewers that run into the City sewers, the City sewers that run into the Met Council sewers, which then run to waste water treatment plants. Met Council also operates Metrotransit. They are the planning agency for the region. They are also the largest Housing and Redevelopment Authority (HRA) in the state of Minnesota. Lastly, they have a ton of interaction with the 10 regional park systems.

Lindstrom continues his presentation, he brought two props for the Council. One is drink water and one is wastewater that looks clear but is not potable, this has been treated at one of the wastewater plants at downtown St. Paul. After treatment, the water flows into the Mississippi River, St. Croix River and the Minnesota River. He states that treated wastewater flowing into these rivers is actually cleaner than the river water itself. The City of Falcon Heights pays the Metropolitan Council for the wastewater treatment on a monthly basis, which is based on how much wastewater flows from the City to the plant. This is measured by meters that are located all over the City. The rate is going up 13% in 2024 because the flow increased as well as because of inflationary pressures. Lindstrom explains that The Met Council charges the City the whole sale rate and the City then charges the residents and businesses a retail rate. He also wants to mention, in the past three years the Met Council used the wastewater to help measure for COVID-19. A very critical and helpful indicator for COVID-19 in wastewater. Public Health officials are able to use this information to prepare.

Lindstrom continues that Metro Transit is also a very diverse area. He explains there are regular bus routes, light rail transit and various forms of bus rapid transit (BRT). BRT is faster as buses generally make fewer stops and some lines have their own dedicated bus lane. Some exciting upcoming projects

on the east side of the metro, including Falcon Heights, are the creation of the METRO Gold Line. This will be a BRT that goes along Interstate 94 from downtown St. Paul to Woodbury. The METRO Purple Line, which will also be a BRT from downtown St. Paul to northern Ramsey County. For this region in particular, there will be additional bus rapid transit. One example of that currently in place is the METRO A Line. Lindstrom states, when BRT lines are implemented, ridership consistently goes up 20 to 30%. The METRO H Line is currently in development for this region and will be replacing regular bus route 3, with the hopes of starting service in 2027. Lastly, the METRO G Line will be going from West St. Paul up to the Little Canada region. Lindstrom mentions, the MET Council is consistently working on expanding and connecting the transit system making it more rapid and convenient for citizens.

Councilmember Wassenberg asks if there are plans have BRT along Larpenteur Ave from Falcon Heights to Minneapolis.

Lindstrom answers, not anytime soon. Once the METRO H line is in service it connects easily to the METRO A line.

Lindstrom continues his presentation by touching upon the regional planning process and comprehensive planning. The Thrive MSP 2040 is the region's vision for the next 30 years. Cities comprehensive plans match up with the region's comprehensive plans. These include plans around transportation, housing, parks and water resources. The region is expected to have around 500,000 new citizens in the upcoming years which raises important questions for the cities as well as the MET Council. Lindstrom states the MET Council is halfway done with creating their next regional plan for 2050. Next year provides a lot of opportunity for citizens and elected officials to weigh in on what should be included in this next regional plan. Apart from regional planning this department's other big role is the livable communities' grants. A lot of these grants are allocated towards affordable housing, because of its huge need, for example Amber Union and Town Square Apartments in Falcon Heights. Lindstrom mentions the MET Council's HRA administers 7,000 federal vouchers as well as a waiting list of around 2,000 people and he thanks the City of Falcon Heights for assisting.

Lindstrom wraps up the presentation with the crown jewel of the region, the parks. There are 56 regional parks, such as Como Park. The MET Council's role is to help the parks do their own planning as well as assist with funding.

Lindstrom also mentions, The MET Council received a \$1 million federal grant from the Environmental Protection Agency, which will be used to create a regional climate action plan in the year ahead. Because the MET Council is participating in this grant, this will unlock a large fund for cities to tap into for federal grant opportunities.

Lindstrom then opens it up for questions.

Councilmember Wehyee thanks Lindstrom for the presentation. He asks if Lindstrom could tell more about where the wastewater flow increase exactly comes from as the Falcon Heights population hasn't grown substantially.

Lindstrom answers he does not have an exact answer, as he is unsure where the charge increase is exactly coming from. The MET Council however has seen price pressures on their own operations which is fully funded by their clients which are the cities. He also states that cities should take any opportunity to lower their flow. Currently, the two opportunities are maintaining own sewage infrastructure and the MET Council receives state grants from the Clean Water Legacy funds, which goes to cities, resulting in giving cities the ability to give out rebates to their residents for low flow infrastructure, such as low flow toilets, appliances and smart irrigation systems. Lindstrom believes the MET Council will be able to get more funds from this grant during the current legislative session.

Councilmember Wehyee's second question is regarding the federal vouchers. He wonders what some of the barriers are as to why there is not a higher percentage of people that can use the vouchers as

well as what is the MET Council doing to remove these barriers and what can we as a City do?

Lindstrom answers that there is a possibility that applicants cannot find a suitable spot to live in or that they move out of the region. He also states, landlord education is important in which MET Council plays a big role, but cities can also play a role into that by being supportive of affordable housing.

Councilmember Wassenberg is curious as to how long can applicants hold on to the voucher after receiving it.

Lindstrom answers it is one year. He then explains there are two kinds of vouchers; project-based vouchers, where a voucher is connected to a housing unit, such as Town Square Apartments. Then there are vouchers given to individual families through which they can apply for any place that accepts these vouchers.

Councilmember Wehyee asks if all developments deemed affordable housing automatically accept vouchers or is there a variation within that category.

Lindstrom answers, he is not 100% positive. He believes the vast majority of affordable housing would accept those vouchers.

Councilmember Leehy thanks Lindstrom for the presentation. She wonders how much funding goes towards the security needs around Metro Transit.

Lindstrom answers that safety and security is priority number one. The MET Council recognizes that safety needs to be improved as it is unacceptable at its current stage. There is a 40-point plan, of which a majority are currently starting to get implemented. Some highlights are, additional police officers will be present. There is also additional funding to hire 60 ambassadors who will provide some security as they are visible. This is working for downtown Minneapolis and The MET Council believes this is a promising route to take for Metro Transit. There will also be technology updates, such as real time cameras and texting for security.

## 2. Year-End 2022 Audit Report

Administrator Linehan thanks the City's Finance Director Roland Olson and Accountant Alyssa Landberg for their extensive work as this audit was more complicated compared to other years. He then introduces Matt Mayer of BerganKDV.

Mayer begins by reiterating Administrator Linehan's words, Olson and Landberg were very prepared as always and the audit went very smoothly even though there were some challenges.

The City of Falcon Heights has the responsibility each year to prepare financial statements, to show the results of its operations and financial health. This then gets audited, in order for the City to submit audited financial statements to the office of the state auditor. This office has oversight responsibility for all local governments in Minnesota. The auditor's job is to express an opinion on the financial statements through a report called the Annual Comprehensive Financial Report. They are providing an unmodified opinion, which is the best opinion an auditor is able to offer. This means the numbers are a true and accurate picture of the City's financial position. The auditors are also required by the state to do a compliance audit, during which they go through a checklist to make sure the City is playing by the rules. There were no findings during this audit. Finally, there is a communications letter which provides a financial analysis as well as internal control, which can be explained as how the City does its business. There is one finding regarding this, namely lack of segregation of accounting duties. The finance department doubled from last year, with the addition of Accountant Landberg, which is great. The auditors still believe there could be more checks and balances in place, but acknowledges the cost benefit is not currently present. Mayer stresses this is a mid-level finding <sup>23</sup> and not a hard concern, but enough to make the City Council aware each year.

Mayer continues to provide a financial analysis on the numbers, which will highlight three funds that residents interact with the most. First is the General fund, which is the main operating fund, including items like public safety, roads, parks and rec, etc. The two other funds are the Sanitary Sewer Fund and Storm Drainage Fund. Looking at the General Fund, there are a couple of metrics to consider. First, budget compliance. In December of each year, the City Council approves a budget which dictates how the resources of the City are to be used the following year by determining the cost, matching those with the revenue stream and determining if the City's financial health will go up or down or stay the same after the ins and outs happen each year. There were some fluctuations in 2022, namely on the revenue side it was planned for around \$2.9 million but the actual revenue came in \$150,000 better than anticipated. Mayer explains that this is because licenses and permits came in around \$73,000 higher than anticipated. Moving to the spending side, the City is also under budget. The items that stand out are general government, because there was an open position during the year as well as an aggressive tree maintenance budget that ultimately wasn't fully utilized. In the end, by outperforming the budget there was a nice surplus at the end of 2022.

Next there is a five-year history of the General Fund balance, which represents the City's financial health as these are the resources that are left at the end of the year going into the next budget cycle. This number has grown over the course of five years and currently sits at \$3.1 million. Mayer recommends looking at this number in context of the City's budget. The fund balance should be at least 45% of the next year's budget. With a budget of around \$2.6 million, \$2.7 million and a fund balance of \$3.1 million, the City is meeting exceeding that expectation. Mayer states the City did an excellent job on the budget in the General Fund, this has been possible because the revenues exceed the expenditures. Over the past three years the revenues have been on the decline and the expenditures remained stable over the past five years. This is because property taxes slowly increased, but intergovernmental revenue decreased. Mayer explains, this is a result of disbanding the fire department and not receiving aid for this from the state anymore. Lastly, licensing and permits went down slightly between 2021 and 2022 because 2021 was a big year with the development of Amber Union. Mayer continues with the expenditures. He states that with lower revenues, expenditures were lower in 2022 in comparison to 2021 as well. The City's biggest expense is public safety, but the total spending was lower in 2022 compared to 2021 because there were some minor changes made to coverage leading to savings. General government spending was higher because staff was added in the finance department. Public works expenditures were also lower. These numbers are helpful for the City Council in determining the budget.

Mayer continues to the next fund, the Sanitary Sewer Fund, which is looked at differently than the General Fund. This fund is seen as the retail fund because the City charges the sanitary sewer customers and then the City pays for those services through the MET Council, which was about \$800,000 for the year 2022. Revenue was down significantly in 2020, which Mayer explains was COVID related. The City's two major customers the State Fairgrounds and the University of Minnesota had very low activity for water use resulting in low waste water flow and therefore the City did not have the need to charge these two customers. This recovered in 2021 and this has posed as a surplus as the operating income for the fund for the last five years. Overall this fund performs well and the financial health increased from 2021 to 2022 by about \$181,000. The overall net position including capital asset is around \$3 million, of which \$2 million is in spendable resources available as fund balance or for future capital needs.

The final fund Mayer discusses is the Storm Drainage Fund. This fund is not dependent on use, the charge is based on land area per property. The cost has been relatively flat over the last five years with increasing revenue. This fund is also performing well with strong operating income and covering the cost. This fund is newer and has been around for approximately 10 years and as a result it has not been able to build up reserves like the Sanitary Sewer Fund. It has reserves of about \$453,000 to cover operating cost and minor capital. Mayer continues it is good to build up some more reserves in case of more major capital needs.

Mayor Gustafson thanks Mayer for the presentation and comments that in regards of the General



Fund balance, it is at 75% in order for the City to keep their Triple A bond rating. He states it might be better to adjust the policy.

Mayer answers that 45% is a reasonable fund balance to have cashflow to be able to pay City staff and vendors. This based on major revenue inflows which the City receives twice per year through taxes, halfway through the year and at the end of the year. The fund balance number is calculated at the end of the year after the City received its second tax payment. This fund is also a contingency fund in case of an emergency. What the number should be exactly is a policy decision, if the City prefers 75% to keep the bond rating that is possible.

Mayor Gustafson thanks Mayer for his and his teams service to the City for all the years.

Finance Director thanks Mayer for his exemplary services and states when there are problems or questions regarding finances they are always very responsive and helpful.

Mayor Gustafson thanks Olsen and Landberg for their work throughout the year.

Councilmember Wassenberg motions  
to accept and approve  
the 2022 Year-End Annual Audit Report;  
approved 4-0

### 3. Xcel Energy - Partners in Energy Program

Mayor Gustafson asks Community Development Coordinator Hannah Lynch to introduce the topic

Lynch thanks the Mayor and Council and explains that after the City declared the climate crisis, the environmental commission has been looking at preparing a climate action plan. The Partners in Energy Program is an Xcel Energy program. Through this they help support communities develop energy action plans, identify the barriers to implementation, and work to implement those goals.

Program Manager Tami Gunderzik thanks Council for the opportunity to present. She gives a brief overview of Xcel Energy. They serve in eight states and they provide both natural gas and electric for Falcon Heights. They are the nationally recognized leader of wind energy, energy efficiency, carbon emission reduction, innovative technology and storm restoration. In Minnesota, they have 1.3 million electric customers, almost 500,000 natural gas customers. Xcel's priorities that they use as guiding principals for decision making are divided in three buckets namely, lead the clean energy transition, enhance the customer experience and keeping bills low. The Partners in Energy Program is an effort to look at Xcel's customers at the community level versus meter level and identifying their priorities. It also helps Xcel in their fiscal priorities as well, it helps keeps their bills low as the cost to reach customers by working with the communities is more cost effective.

Marisa Bayer explains more about the program. It is a two-year collaboration between Xcel Energy and the community to create and implement an energy action plan. It's an opportunity to bring in community stakeholders, beyond City staff to ensure it is a community driven process. First there is a planning phase of about 4-6 months, where Xcel Energy helps the community develop a plan with its stakeholders. This is followed by an implementation phase of about 18-20 months and during this part there is direct support from the Partners in Energy team. The last phase is continued implementation, during which the team is still available for support and as a resource, but not as direct as during the initial implementation phase. The benefits of the program to Xcel Energy are that it helps them develop a better understanding of the energy needs of the communities they serve. It also helps them better align the services and programs they offer with customer needs as well as further strengthening relationships with the community. The program is already implemented in many other communities within the metro area as well as in Wisconsin and Colorado. These communities are also able to connect with each other through webinars and help each other as well. Bayer explains how Partners in Energy supports communities. First, there is energy action planning by looking at efficiency,

renewables and EVs as well as detailing out the action plan with a feasible timeline while leveraging any existing plans. Second, there is electric vehicle planning looking at infrastructure, fleet and any potential policy changes a community can make. Third, there is implementation support as the community will have a dedicated facilitator, who helps with project management, marketing and outreach support and developing new ideas. Lastly, there is data analysis. Xcel Energy is able to provide the community with robust data which helps ensure data driven decisions are being made. They help with measuring the progress and they are also able to provide a quantitative and qualitative impact of implementation.

Bayer then shows a sample development process and this is divided in four buckets. First, there is anchoring. During which the dedicated facilitator helps organize a kickoff meeting, do data intake and baselining and team recruiting. This is followed by a series of workshops, during which the facilitator will host three to five workshops with the community stakeholder team. After the series of workshop, the process moves to the development of the action plan. The facilitation team writes the initial Energy Action Plan which can then be reviewed by the City Council before moving to the implementation phase. Bayer explains The Energy Action Plan is tailored to the community. She continues to explain how communities can get started. They have to submit an application and they have various due dates throughout the year. Applications are reviewed and the community then participates in the kickoff meeting to determine objectives and a planning process approach. Bayer finishes the presentation and opens it up for questions.

Councilmember Wassenberg wonders if the Xcel team has spoken with members of the Environment Commission.

Bayer answers they have not yet met with members of that commission, but they have met with the City's Community Development Coordinator.

Councilmember Leehy thanks Xcel for the presentation and asks if the program is Citywide or specific for neighborhoods within cities. Leehy's second questions is, if the workshop team is the same for all workshops or if they are different teams.

Bayer answers they use the term community fairly broadly. For example, they have worked with a school district. They often work with the entire municipality, but have also worked with an entire county. Ultimately, it's up to the applicant to decide how this should be defined. In terms of the workshops, it is the same stakeholder team that meets three to five times. However, this is also determined by the needs of the community and can be decided during the anchoring part of the development process.

Councilmember Wehyee also thanks Xcel for the presentation. He states he was proud to be a part of the climate crisis plan and is excited that Xcel will be a part of creating an implementation plan as part of the program. He asks Bayer how many communities the program has worked with.

Bayer answers in Wisconsin and Minnesota they have worked with 30-35 communities and by adding the Colorado communities, the total would be 80 communities.

Councilmember Wehyee asks if the program has any annual goals or a certain amount of communities they desire to work with.

Gunderzik answers their target is to work with approximately 12 communities per year by starting initiatives with three communities each quarter. Xcel Energy as a whole has much broader goals around conservation and renewable energy and the Partners in Energy Program helps enable and drive those goals.

Mayor Gustafson asks what the cost would be to the community to participate.

Gunderzik answers there is no cost to participate.

Environment Commission Chair Beth Mercer-Taylor would like to comment on how the Environment Commission is currently implementing the Climate Crisis plan. They decided this program would be a great starting point as it brings in many opportunities, free of cost. She continues, the Environment Commission is very excited about the program.

Councilmember Wassenberg asks at what percentage Xcel is at regarding renewables.

Gunderzik answers Xcel is about 55% carbon free. Their goal in Minnesota is to be carbon free on electriCity generation by 2040 and corporate wide by 2050.

Councilmember Leehy motions  
to authorize staff to apply  
for the Partners in Energy Program;  
approved 4-0

- E. APPROVAL OF MINUTES:  
1. April 26, 2023 Regular Meeting Minutes

Councilmember Wehyee motions  
to approve the minutes;  
approved 4-0

- F. PUBLIC HEARINGS:

- G. CONSENT AGENDA:  
1. General Disbursements through 5/4/23: \$1,141,662.15  
Payroll through 4/30/23: \$19,905.86  
Wire Payments through 4/30/23: \$11,826.17  
2. ARPA Funding Plan  
3. 2023 Pay Equity Report Notice of Noncompliance Correction  
4. Resignation of Andrea LaDouceur from the Community Engagement Commission

Councilmember Leehy motions  
to pass the consent agenda;  
approved 4-0

Mayor Gustafson asks the councilmembers if there are any comments on the Consent Agenda.

Councilmember Wassenberg wonders if City Administrator Linehan could comment on the General Disbursements.

Linehan answers there is a check to Land Title for the purchase of Community Park. The purchase price was \$1,099,738.99.

Mayor Gustafson thanks Andrea for being a member of the Community Engagement Commission and offering great services to the City.

Councilmember Wehyee echoes the Mayor's comments. He states Andrea was a great person to work with, with many great ideas and always willing to help out.

Administrator Linehan would like to comment on Consent Agenda item 3, 2023 Pay Equity Report Notice of Noncompliance Correction. He states the City has received these notices in previous years as well. The City applies pay equity, but it is difficult to do with a small amount of City staff. Last year, was a difficult year with a lot of turnover. New staff has been hired, mostly female, but most of the staff who has been here for a longer period of time is male, therefore receiving higher pay. This has been reported, but this is seen as a pay discrepancy. When the report was due, a lot of the employees had just started and had not yet received any pay increases. The State then sends a notice of noncompliance and the City has until June 6<sup>th</sup> to correct it. If the City does not correct it there will be

consequences. Administrator Linehan worked with a pay equity coordinator to submit a draft report. They solved the issue by saying if the City is not claiming that these employees are receiving additional pay for this term, the City is still in compliance with how the City's pay structure is. Once submitted, the City is complying.

H: POLICY ITEMS:

1. City Council Findings of Fact – Amber Union PUD Amendment and City Code Amendment to Allow for Drive-Through Coffee Shop

Administrator Linehan recaps the special meeting from May 3<sup>rd</sup>, 2023. The developer was present and discussed the Findings of Fact by the Planning Commission. The developer states some of the items in that document are difficult to comply with. The City Council has the option to adopt the Planning Commission's Findings of Fact or they have the opportunity to adopt their own Findings of Fact. The current document has enough Findings of Fact to deny the proposal. Linehan continues that we would not need these many findings and agrees that some of them were challenging. For example, the Health Impact Assessment that the developer did not complete. However, the City does not have a process in place for doing a Health Impact Assessment and does not require developers to complete one. This could pose a risk of unfair treatment. Another challenging finding, is that the Larpenteur and Snelling corridor had not been completed yet, because the City currently does not have funds allocated to do the study in 2023. It is a risk as well to deny a developer because of that finding. Administrator Linehan along with Lynch revised the Findings of Fact and the City Council now has the option to adopt the document as their own.

Councilmember Wassenberg agrees it makes complete sense to not include items that are barriers because the City is not providing a path for developers to meet these requirements.

Councilmember Wehyee asks if the City Council can accept these Findings of Facts, but if they then need to make edits to the comprehensive plan.

Administrator Linehan answers the Findings of Fact can be accepted as is without needing to make changes to the comp plan.

The Councilmembers had a discussion regarding small discrepancies in the document such as wording and numbering.

Mayor Gustafson adds it would be useful to add to the Findings of Fact that it is referencing the Comprehensive plan. He explains that every type of development needs to be reviewed based on the comprehensive plan, especially when ordinances need to be changed. This all needs to be following the comp plan.

Administrator Linehan comments that if the City Council approves this Findings of Fact, they will be able to go through and clean up the document.

Councilmember Wehyee wonders if these Findings of Fact are specific to this developer request or this is a blue print that can be used if another proposal were to be put forward.

Administrator Linehan answers yes to both. He continues to explain how it works operationally. The Planning Commission hosted a Public Hearing in order to modify the PUD and to amend code to allow drive-throughs within a PUD. A large number of the public, who attended the Public Hearing were in opposition to it. As a result, the Planning Commission made a recommendation to deny the application. City staff along with its attorneys and the Planning Commission drafted this Findings of Fact for the City Council to review. The Planning Commission didn't approve or deny these findings, it's more or less the interpretation of the meetings. Ultimately, the Council's vote is what is essential. This also creates a precedent and guidance if any developers come in the future.

Councilmember Wehyee responds with, that is what had him wondering if the comprehensive plan

needs to be adjusted as certain items in this Findings of Fact are being struck out, but they still exist in the comp plan. He adds that this is creating confusion.

Administrator Linehan answers that the City Council has the final say and are able to make motions or actions that are in opposition with the comprehensive plan.

Councilmember Wassenberg adds that he sees it is a timing issue. As the comprehensive plan is written for 2040 and there are certain items not enacted yet for that reason such as the Larpenteur Corridor study.

Administrator Linehan agrees, it is a guiding document for the City. At the end of the day the City Council's Findings of Fact will be official and they have the deciding authority. However, it is important to note that the City Council can have different findings for different developments.

Councilmember Wassenberg adds that the comp plan is not the only driving factor, there are numerous other items that can weigh in on the City Council's decision.

Councilmember Wassenberg motions to deny the application for the Caribou Coffee and to adopt the Findings of Fact as proposed; approved 4-0

#### I. INFORMATION/ANNOUNCEMENTS:

Councilmember Wassenberg announces that The Parks and Recreation Commission and Community Engagement Commission are hosting the Spring Together even on Saturday, May 20 at Curtiss Field from 4:00PM - 6:00PM.

Councilmember Wehyee announces that the City Administrator has been with the City for 1 year. He wants to recognize him for his great service to the City of Falcon Heights.

Councilmember Leehy has no announcements.

Mayor Gustafson has no announcements.

Administrator Linehan wants to note tremendous coordination was required to pull off the date between our office, our attorneys, the title company and the U of M. Next step is soliciting design and costing estimates from firms. Public Works had the street sweeper repaired and continues to touch up areas. There is a new parks program, namely Neighborhood Workouts at Curtiss Field. Nine Saturdays from June 17<sup>th</sup> through August 19<sup>th</sup> at 8:00 a.m. Classes are 45 minutes and they're run by Run by Gentle Strength LLC. All fitness levels and body types are welcome. Lastly, the last call for State Fair Task Force applicants. We are still seeking interested State Fair Task Force applicants from the Falcon Woods, Snelling West, Hollywood Court / Amber Union, Fairview-Lindig-Tatum or University Grove neighborhoods. The goal is to appoint a task force in June following review at the City Council Workshop. The Task Force will meet before and after State Fair with some minor changes before the 2023 State Fair, and most major changes for 2024 and beyond. The Task Force will meet 1-2x a month at 6:30PM on Tuesdays.

#### 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: 9:38PM

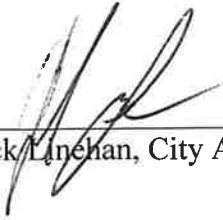
Councilmember Leehy motions to adjourn; approved 4-0



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Randall C. Gustafson, Mayor

Dated this 10<sup>th</sup> day of May, 2023



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Jack Linahan, City Administrator

5/17/2023 10:38 AM  
 PACKET: 02796 May 17 Payables  
 VENDOR SET: 01 City of Falcon Heights  
 SEQUENCE : ALPHABETIC  
 DUE TO/FROM ACCOUNTS SUPPRESSED

A/P Regular Open Item Register

ID	DATE	BANK CODE	DESCRIPTION	GROSS DISCOUNT	P.O. # G/L ACCOUNT	ACCOUNT NAME	DISTRIBUTION
01-03110 CENTURY LINK							
I-202305178511	5/17/2023	APBNK	Landline Svc May DUE: 5/17/2023 DISC: 5/17/2023 Landline Svc May	63.53	1099: N 101 4141-85011-000	TELEPHONE - LANDLINE	63.53
=== VENDOR TOTALS ===				63.53			
01-05352 SHAILA CUNNINGHAM							
I-202305178512	5/17/2023	APBNK	Yoga Instructor ending 5/22 DUE: 5/17/2023 DISC: 5/17/2023 Yoga Instructor ending 5/22	1,062.40	1099: Y 201 4201-87700-000	INSTRUCTOR-SPECIALTY CLA	1,062.40
=== VENDOR TOTALS ===				1,062.40			
01-05843 MN NCFERS LIFE INSURANCE							
I-45880062023	5/17/2023	APBNK	2023 Life Insurance June DUE: 5/17/2023 DISC: 5/17/2023	80.00	1099: N		
			2023 Life Insurance June		101 21709-000	OTHER PAYABLE	44.32
			2023 Life Insurance June		204 21709-000	OTHER PAYABLE	1.60
			2023 Life Insurance June		601 21709-000	OTHER PAYABLE	23.36
			2023 Life Insurance June		602 21709-000	OTHER PAYABLE	10.72
=== VENDOR TOTALS ===				80.00			
01-05870 XCEL ENERGY							
I-202305178513	5/17/2023	APBNK	Elect DUE: 5/17/2023 DISC: 5/17/2023	68.12	1099: N		
			Elect		209 4209-85020-000	STREET LIGHTING POWER	0.48
			Elect		209 4209-85020-000	STREET LIGHTING POWER	67.64
=== VENDOR TOTALS ===				68.12			
=== PACKET TOTALS ===				1,274.05			

PACKET: 02794 May 17 Payables  
ENDOR SET: 01 City of Falcon Height  
SEQUENCE : ALPHABETIC  
DUE TO/FROM ACCOUNTS SUPPRESSED

ID	DATE	BANK CODE	DESCRIPTION	GROSS DISCOUNT	P.O. # G/L ACCOUNT	ACCOUNT NAME	DISTRIBUTION
<b>01-05383 CENTER FOR VALUES-BASED INITIA</b>							
I-23009	5/17/2023	APBNK	Deliverable 1: Recommendation DUE: 5/17/2023 DISC: 5/17/2023 Deliverable 1: Recommendations	3,000.00	1099: N 101 4112-80330-000	CONSULTANT	3,000.00
=== VENDOR TOTALS ===				3,000.00			
<b>01-05175 CONTINENTAL RESEARCH CORPORATI</b>							
I-44612	5/17/2023	APBNK	Weed Control DUE: 5/17/2023 DISC: 5/17/2023 Weed Control	530.00	1099: N 101 4131-70110-000	SUPPLIES	530.00
=== VENDOR TOTALS ===				530.00			
<del><b>01-05352 SHAILA CUNNINGHAM</b></del>							
<del>I-202305178506</del>	<del>5/17/2023</del>	<del>APBNK</del>	<del>Yoga Instructor ending 5/22 DUE: 5/17/2023 DISC: 5/17/2023 Yoga Instructor ending 5/22</del>	<del>1,090.80</del>	<del>1099: Y 201 4201-87700-000</del>	<del>INSTRUCTOR-SPECIALTY CLA</del>	<del>1,090.80</del>
<del>=== VENDOR TOTALS ===</del>				<del>1,090.80</del>	<del>* Check was voided and reissued to reflect the correct amount of \$1,062.40</del>		
<b>01-05119 GFOA</b>							
I-15782	5/17/2023	APBNK	COA Review Fee for 2022 ACFR DUE: 5/17/2023 DISC: 5/17/2023 COA Review Fee for 2022 ACFR	460.00	1099: N 101 4113-89000-000	MISCELLANEOUS	460.00
=== VENDOR TOTALS ===				460.00			
<b>01-05233 NINENORTH</b>							
I-23-066	5/17/2023	APBNK	2 Municipal Meetings in April DUE: 5/17/2023 DISC: 5/17/2023 2 Municipal Meetings in April	683.66	1099: N 101 4116-85050-000	CABLE TV	683.66
=== VENDOR TOTALS ===				683.66			
<b>01-06030 OLSON,ROLAND</b>							
I-202305178507	5/17/2023	APBNK	Flex Payment DUE: 5/17/2023 DISC: 5/17/2023 Flex Payment Flex Payment Flex Payment	60.23	1099: N 101 21712-000 601 21712-000 602 21712-000	MEDICAL FLEX SAVINGS PAY MEDICAL FLEX SAVINGS PAY MEDICAL FLEX SAVINGS PAY	49.99 9.03 1.21
=== VENDOR TOTALS ===				60.23			



PACKET: 02794 May 17 Payables  
VENDOR SET: 01 City of Falcon Heights  
SEQUENCE : ALPHABETIC  
DUE TO/FROM ACCOUNTS SUPPRESSED

ID	DATE	BANK CODE	DESCRIPTION	GROSS DISCOUNT	P.O. # G/L ACCOUNT	ACCOUNT NAME	DISTRIBUTION
01-06024 ON SITE SANITATION							
I-1528369	5/17/2023	APBNK	Spring Together Portable	77.00	1099: N		
			DUE: 5/17/2023 DISC: 5/17/2023		601 4601-85080-000	PORTABLE TOILET PARKS	77.00
			Spring Together Portable				
=== VENDOR TOTALS ===				77.00			
01-06301 SAMS CLUB MC/SYNCB							
I-202305178508	5/17/2023	APBNK	Supplies	1,113.47	1099: N		
			DUE: 5/17/2023 DISC: 5/17/2023		101 4112-70100-000	SUPPLIES	20.78
			Name Tag		101 4116-89010-000	SPECIAL EVENTS	30.00
			Deposit Spring Together Ice Cr		101 4131-70110-000	SUPPLIES	60.80
			Pioneer Press		101 4116-70100-000	SUPPLIES	90.45
			Name Tags & Markers Spring Tog		101 4116-85040-000	VIRTUAL COMMUNICATIONS	221.19
			Zoom		101 4111-86100-000	CONFERENCES/EDUCATION/TR	650.00
			Mayor and Council LMC Conf		101 4132-70120-000	SUPPLIES	30.60
			Grease and Grease Gun/Sweeper		101 4112-70500-000	POSTAGE	9.65
			Postage Fee				
=== VENDOR TOTALS ===				1,113.47			
01-07250 TRETSVEN, DAVE							
I-202305178509	5/17/2023	APBNK	Reimburse for UV Protection	283.96	1099: N		
			DUE: 5/17/2023 DISC: 5/17/2023		101 4132-77000-000	CLOTHING	283.96
			Reimburse for UV Protection				
=== VENDOR TOTALS ===				283.96			
01-06581 TRI-STATE BOBCAT INC							
I-1714	5/17/2023	APBNK	Teleboom Rental	201.25	1099: N		
			DUE: 5/17/2023 DISC: 5/17/2023		209 4209-87120-000	REPAIR & MAINTENANCE	201.25
			Teleboom Rental				
=== VENDOR TOTALS ===				201.25			
01-05870 XCEL ENERGY							
I-202305178510	5/17/2023	APBNK	Elect	492.54	1099: N		
			DUE: 5/17/2023 DISC: 5/17/2023		101 4121-85020-000	ELECTRIC	34.03
			Elect		101 4131-85020-000	ELECTRIC	279.47
			Elect		101 4141-85020-000	ELECTRIC/GAS	34.33
			Elect		101 4141-85020-000	ELECTRIC/GAS	4.93
			Elect		209 4209-85020-000	STREET LIGHTING POWER	70.31
			Elect		209 4209-85020-000	STREET LIGHTING POWER	16.73
			Elect		209 4209-85020-000	STREET LIGHTING POWER	15.76
			Elect		209 4209-85020-000	STREET LIGHTING POWER	20.25
			Elect		209 4209-85020-000	STREET LIGHTING POWER	16.73

PACKET: 02794 May 17 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
01-05-20	XCEL ENERGY	( ** CONTINUED ** )				
== VENDOR TOTALS ==			492.54			
== PACKET TOTALS ==			7,992.91			
			- .1090.80			
Total:			6,902.11			

5/12/2023 10:09 AM  
 PACKET: 02792 May 12 Payables  
 VENDOR SET: 01 City of Falcon Heights  
 SEQUENCE : ALPHABETIC  
 DUE TO/FROM ACCOUNTS SUPPRESSED

A/P Regular Open Item Register

PAGE: 1

POST DATE	BANK CODE	DESCRIPTION	GROSS DISCOUNT	P.O. # G/L ACCOUNT	ACCOUNT NAME	DISTRIBUTION
01 01 CAMPBELL KNUTSON						
I-306		Legal Matters	4,359.18			
5/12/2023	APBANK	DUE: 5/12/2023 DISC: 5/12/2023		1099: Y		
		April General Legal Matters		101 4114-80200-000	LEGAL FEES	4,034.28
		Amber Union Legal Matters		428 4428-80200-000	ATTORNEY SERVICES	188.10
		Molnau Legal Matters		426 4426-81900-000	PROFESSIONAL/ATTORNEY SV	136.80
=== VENDOR TOTALS ===			4,359.18			
01-05853 LANDBERG, ALYSSA						
I-202305128503		Mileage Reimbursement	19.13			
5/12/2023	APBANK	DUE: 5/12/2023 DISC: 5/12/2023		1099: N		
		Mileage Reimbursement		101 4113-86010-000	MILEAGE	19.13
=== VENDOR TOTALS ===			19.13			
01-05273 MN PUBLIC EMPLOYEES INSURANCE						
I-1280399		Health Insurance June	8,355.27			
5/12/2023	APBANK	DUE: 5/12/2023 DISC: 5/12/2023		1099: N		
		Health Insurance June		101 4112-89000-000	MISCELLANEOUS	8,355.27
=== VENDOR TOTALS ===			8,355.27			
01-06184 RAMSEY COUNTY - POLICE AND 911						
I-EMCOM-010835		CAD Services April	368.76			
5/12/2023	APBANK	DUE: 5/12/2023 DISC: 5/12/2023		1099: N		
		CAD Services April		101 4122-81200-000	911 DISPATCH FEES	368.76
J-EMCOM-010851		911 Dispatch Services April	2,268.88			
5/12/2023	APBANK	DUE: 5/12/2023 DISC: 5/12/2023		1099: N		
		911 Dispatch Services April		101 4122-81200-000	911 DISPATCH FEES	2,268.88
=== VENDOR TOTALS ===			2,637.64			
01-06581 TRI-STATE BOBCAT INC						
I-202305128504		Street Light Removal	2,294.25			
5/12/2023	APBANK	DUE: 5/12/2023 DISC: 5/12/2023		1099: N		
		Street Light Removal		209 4209-87120-000	REPAIR & MAINTENANCE	2,294.25
=== VENDOR TOTALS ===			2,294.25			

PACKET: 02792 May 12 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	0	XCEL ENERGY				
I-202305128505		Elect	2,765.87			
5/12/2023	APBNK	DUE: 5/12/2023 DISC: 5/12/2023		1099: N		
		Gas		101 4131-85030-000	NATURAL GAS	352.65
		Elect		101 4141-85020-000	ELECTRIC/GAS	33.11
		Elect		209 4209-85020-000	STREET LIGHTING POWER	28.46
		Elect		209 4209-85020-000	STREET LIGHTING POWER	1.83
		Elect		209 4209-85020-000	STREET LIGHTING POWER	16.73
		Elect		209 4209-85020-000	STREET LIGHTING POWER	2,333.09
=== VENDOR TOTALS ===			2,765.87			
01-07205	ZEP SALES & SERVICE					
I-9008551570		Hand Soap & Dispensers	476.74			
5/12/2023	APBNK	DUE: 5/12/2023 DISC: 5/12/2023		1099: N		
		Hand Soap & Dispensers		101 4131-70110-000	SUPPLIES	476.74
=== VENDOR TOTALS ===			476.74			
=== PACKET TOTALS ===			20,908.08			

PACKET: 02789 MAY 9 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
=====						
01-00265		AMERICAN ENVIRONMENTAL LLC				
-----						
1-2987		JETTING 1/2 OF CITY SEWER CLE	28,905.24			
5/09/2023	APBNK	DUE: 5/09/2023 DISC: 5/09/2023		1099: N		
		JETTING 1/2 OF CITY SEWER CLEA		601 4601-87100-000	TELEVISIONING AND JETTING	28,905.24
=== VENDOR TOTALS ===			28,905.24			

=====						
01-00176		ASCHO EXTERIORS				
-----						
I-202305098500		REFUND BLDG PERMIT/FEES	722.35			
5/09/2023	APBNK	DUE: 5/09/2023 DISC: 5/09/2023		1099: N		
		REFUND BLDG PERMIT/FEES		101 32210-000	BUILDING PERMITS	700.85
		REFUND BLDG PERMIT/FEES		101 20801-000	DUE TO OTHER GOVERNMENTS	21.50
=== VENDOR TOTALS ===			722.35			

=====						
01-03110		CENTURY LINK				
-----						
I-202305098499		MAY LANDLINE SS	73.55			
5/09/2023	APBNK	DUE: 5/09/2023 DISC: 5/09/2023		1099: N		
		MAY LANDLINE SS		601 4601-85011-000	TELEPHONE - LANDLINE	73.55
=== VENDOR TOTALS ===			73.55			

=====						
01-03123		CINTAS CORPORATION				
-----						
I-4151520146		FLOOR MATT SVC 4/05/23	57.45			
5/09/2023	APBNK	DUE: 5/09/2023 DISC: 5/09/2023		1099: N		
		FLOOR MATT SVC 4/05/23		101 4131-87010-000	CITY HALL MAINTENANCE	57.45
=== VENDOR TOTALS ===			57.45			

=====						
01-05171		FRA DOR INC				
-----						
I-2304059		BLACK DIRT	39.50			
5/09/2023	APBNK	DUE: 5/09/2023 DISC: 5/09/2023		1099: N		
		BLACK DIRT		419 4419-92005-000	SIDEWALK IMPROVEMENTS	39.50
=== VENDOR TOTALS ===			39.50			

=====						
01-05166		GRAINGER, W. W., INC.				
-----						
I-9690276192		VEHICLE INSPECTION FORMS	82.56			
5/09/2023	APBNK	DUE: 5/09/2023 DISC: 5/09/2023		1099: N		
		VEHICLE INSPECTION FORMS		101 4132-70120-000	SUPPLIES	82.56
=== VENDOR TOTALS ===			82.56			

PACKET: 02789 MAY 9 PAYABLES

VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

POST DATE	BANK CODE	DESCRIPTION	DISCOUNT	GROSS	F.O. #	ACCOUNT NAME	DISTRIBUTION
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01-05440 LOFFLER COMPANIES, INC

I-4345794		COPIER CHRGS APRIL		97.98			
5/09/2023	APBNK	DUE: 5/09/2023 DISC: 5/09/2023			1099: N		
		COPIER CHRGS APRIL			101 4112-87000-000	REPAIR OFFICE EQUIPMENT	97.98
=== VENDOR TOTALS ===				97.98			

01-05665 METROPOLITAN COUNCIL

I-1156755		JUNE WASTE WATER SVCS		55,832.95			
5/09/2023	APBNK	DUE: 5/09/2023 DISC: 5/09/2023			1099: N		
		JUNE WASTE WATER SVCS			601 4601-85060-000	METRO SEWER CHARGES	55,832.95
=== VENDOR TOTALS ===				55,832.95			

01-06053 OREILLY AUTO PARTS

I-202305098501		AUTO TRANS FLUID/COMPRESSOR FL		135.95			
5/09/2023	APBNK	DUE: 5/09/2023 DISC: 5/09/2023			1099: N		
		AUTO TRANS FLUID/COMPRESSOR FLU			101 4132-70120-000	SUPPLIES	135.95
=== VENDOR TOTALS ===				135.95			

01-06112 PIONEER PRESS

I-04235725-40		LEGALS		110.74			
5/09/2023	APBNK	DUE: 5/09/2023 DISC: 5/09/2023			1099: N		
		LEGALS			101 4112-89000-000	MISCELLANEOUS	110.74
=== VENDOR TOTALS ===				110.74			

01-06184 RAMSEY COUNTY - POLICE AND 911

I-SHRFL -002147		POLICE SVCS MAY		109,405.81			
5/09/2023	APBNK	DUE: 5/09/2023 DISC: 5/09/2023			1099: N		
		POLICE SVCS MAY			101 4122-81000-000	POLICE SERVICES	109,405.81
=== VENDOR TOTALS ===				109,405.81			

01-06303 REPUBLIC SERVICES

I-0923-005322380		STREET SPRING SWEEPINGS		1,753.48			
5/09/2023	APBNK	DUE: 5/09/2023 DISC: 5/09/2023			1099: N		
		STREET SPRING SWEEPINGS			602 4602-84000-000	STREET SWEEPINGS	1,753.48
=== VENDOR TOTALS ===				1,753.48			

PACKET: 02789 MAY 9 PAYABLES

VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

POST DATE	BANK CODE	DESCRIPTION	DISCOUNT	GROSS	P.O. #	G/L ACCOUNT	ACCOUNT NAME	DISTRIBUTION
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01-00935 ST PAUL REGIONAL WATER SERVICE

I-202305098498		WATER USEAGE STREET SWEEPING		252.86				
5/09/2023	APBNK	DUE: 5/09/2023 DISC: 5/09/2023			1099: N			
		WATER USEAGE STREET SWEEPING				602 4602-84000-000	STREET SWEEPINGS	252.86
=== VENDOR TOTALS ===				252.86				
=== PACKET TOTALS ===				197,470.42				

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

PAY PERIOD ENDING 5/15/2023  
DIRECT DEPOSIT EFFECTIVE DATE 5/10/2023

MP #	NAME	AMOUNT
1-106	JACK LINEHAN	3,112.18
1-1027	KELLY A NELSON	2,101.40
1-1029	ELKE VAN DER WERFF	1,630.27
1-1136	ROLAND O OLSON	3,421.42
1-1028	HANNAH B LYNCH	2,581.40
1-1033	DAVE TRETSVEN	1,946.63
1-1143	COLIN B CALLAHAN	2,485.66

TOTAL PRINTED: 7 17,278.96

5-10-2023 6:54 AM PAYROLL CHECK REGISTER PAGE: 1  
PAYROLL NO: 01 City of Falcon Heights PAYROLL DATE: 5/10/2023

MP NO	EMPLOYEE NAME	TYPE	CHECK DATE	CHECK AMOUNT	CHECK NO.
162	LANDBERG, ALYSSA	R	5/10/2023	947.81	092230

5-10-2023 6:54 AM PAYROLL CHECK REGISTER PAGE: 2  
PAYROLL NO: 01 City of Falcon Heights PAYROLL DATE: 5/10/2023

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

REGULAR CHECKS:	1	947.81
DIRECT DEPOSIT REGULAR CHECKS:	7	17,278.96
MANUAL CHECKS:		
PRINTED MANUAL CHECKS:		
DIRECT DEPOSIT MANUAL CHECKS:		
VOIDED CHECKS:		
NON CHECKS:		
TOTAL CHECKS:	8	18,226.77

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

\*\* END OF REPORT \*\*



WIRE PAYMENTS

May 15 payroll

Fed With	6,117.46
St With	1,079.89
Pera	3,640.54
ICMA	200.00
Child supp	-
	<u>11,037.89</u>

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<b>Meeting Date</b>	May 24, 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>	The following individuals/entities have applied for a <u>Tree Contractors License</u> for 2023. Staff have received the necessary documents for licensure. 1. Bratt Tree Company
<b>Budget Impact</b>	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>	May 24, 2023
<b>Agenda Item</b>	Consent G3
<b>Attachment</b>	Resolution 23-37
<b>Submitted By</b>	Jack Linehan, City Administrator

<b>Item</b>	Appointment of David Simons to the position of Senior Maintenance Worker
<b>Description</b>	<p>Following the recent vacancy of our Public Works Maintenance Worker position, the City posted for a replacement and interviewed multiple candidates. An offer was extended to one candidate, who turned it down. Following this, the City reposted the position as a Senior Maintenance Worker at a higher rate of pay to attract the quality of applicants we were seeking.</p> <p>David Simons 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 B and has over 25 years' experience in facility maintenance and warehouse work. David also is a veteran of the Army Reserves, having served 8 years as a track vehicle mechanic/track vehicle mechanic recovery specialist. His knowledge of tools, repairs and general public works will be an asset to the City. While he does not have formal experience with a driving plow truck, he has driven single axle trucks before and has experience as a long-time tow truck driver—a skillset that requires maneuvering a large vehicle in dangerous traffic/weather conditions.</p>
<b>Budget Impact</b>	This position was budgeted for in 2023, with savings from the vacancy period more than covering the pay differential in positions.
<b>Attachment(s)</b>	<ul style="list-style-type: none"> <li>Resolution 23-37 Appointment of David Simons as Public Works Senior Maintenance Worker.</li> </ul>
<b>Action(s) Requested</b>	Staff recommend approval of attached resolution accepting the appointment of David Simons to the position of Public Works Senior Maintenance Worker with an effective salary of \$56,160 (\$27.00/hour).

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<b>Meeting Date</b>	May 24, 2023
<b>Agenda Item</b>	Consent G4
<b>Attachment</b>	N/A
<b>Submitted By</b>	Jack Linehan, City Administrator

<b>Item</b>	Community Development Planner Hannah Lynch - Six Month Employee Step Adjustment
<b>Description</b>	Hannah Lynch was appointed by the City Council as Community Development Planner on December 14, 2022 and began employment on December 15, 2022. It is the practice of the City after six months of service to reward the employee with an increase in their base salary.
<b>Budget Impact</b>	There are available funds for this increase.
<b>Attachment(s)</b>	N/A
<b>Action(s) Requested</b>	I recommend that the Falcon Heights City Council approve a 5% step adjustment for Hannah Lynch effective May 15, 2023.

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<b>Meeting Date</b>	May 24, 2023
<b>Agenda Item</b>	Consent G5
<b>Attachment</b>	Braun Intertec Corp. Testing Proposal
<b>Submitted By</b>	Stephanie Smith, Interim-City Engineer

<b>Item</b>	Approve Proposal for Construction Materials Testing for the 2023 Pavement Management Project
<b>Description</b>	<p>On April 26, 2023, Council awarded the contract for construction of the 2023 Pavement Management Project. The following streets included in the 2023 PMP for pavement rehabilitation and minor utility work:</p> <ul style="list-style-type: none"> <li>• Holton Street, Larpenteur Avenue to Roselawn Avenue</li> <li>• Albert Street, Ruggles Street to Roselawn Avenue</li> <li>• Sheldon Street, Ruggles Street to Roselawn Avenue</li> <li>• Ruggles Street, Holton Street to Hamline Avenue</li> <li>• Garden Avenue, East Snelling Service Drive to Hamline Avenue</li> <li>• Idaho/Iowa Alleyway</li> <li>• Ruggles Pathway</li> </ul> <p>Materials testing services are required to help ensure quality materials and workmanship for the project and compliance with Minnesota State Aid standards. As Braun Intertec Corp. performed the preliminary geotechnical work, the City requested a proposal from Braun Intertec Corp. to complete testing as described in the project specifications. The proposal is included as an attachment. The proposed cost is \$31,816.00.</p> <p>Braun has done the testing on previous City projects, and their work has been acceptable.</p>
<b>Budget Impact</b>	Materials testing is budgeted within the anticipated engineering cost in the approved 2023 Pavement Management Project.
<b>Attachment(s)</b>	Braun Intertec Corp. Testing Proposal
<b>Action(s) Requested</b>	Approve proposal for professional services with Braun Intertec Corporation for construction materials testing for the 2023 Pavement Management Project in the amount of \$31,816.00.

May 5, 2023

Proposal QTB176582

Stephanie Smith, PE  
City of Falcon Heights  
2077 West Larpenteur Avenue  
Falcon Heights, MN 55113

Re: Proposal for Construction Materials Testing Services  
2023 Pavement Management Project  
S.A.P 124-050-017 & S.A.P. 124-105-066  
Falcon Heights, Minnesota

Dear Ms. Smith:

Braun Intertec Corporation is pleased to submit this proposal to provide construction materials testing services for the 2023 Pavement Management Project in Falcon Heights, Minnesota.

We have completed the geotechnical evaluation, so we have a unique understanding of the site and construction challenges. We can aid the construction team by applying this experience and transferring our knowledge developed during the design phase which will provide professional continuity to the construction. Our work on the project to date gives us familiarity with the project team and design development which allows us to understand some of the considerations used when developing the project's design.

Since our inception in 1957, we have grown into one of the largest employee-owned engineering firms in the nation. With more than 1,000 employee owners, retaining our firm gives you access to a diverse range of services and professionals you can consult with if the unforeseen occurs. The size of our company also allows us to respond quickly when schedule constraints occur.

## **Our Understanding of Project**

We understand this is a pavement management improvement project that will consist of two pavement improvement techniques which are mill and overlay and full depth reclamation. The project will include full-depth reclamation of existing bituminous and underlying apparent aggregate base material, aggregate base placement, new concrete curb and gutter, sidewalk, and driveways along with a new bituminous pavement. Minor improvements to the storm sewer utilities will also be part of this project. This project will also include the street and storm sewer construction of Idaho Avenue Alley. We understand this will be taking place at the following locations:

- Garden Avenue from Snelling Avenue North to Hamline Avenue North (Reclamation)
- Ruggles Street from Pascal Street North to Hamline Avenue North (Mill and Overlay)
- Holton Street from Roselawn Avenue West to Larpenteur Avenue West (Mill and Overlay)
- Albert Street from Roselawn Avenue West to Ruggles Street (Mill and Overlay)
- Sheldon Street from Roselawn Avenue West to Ruggles Street (Mill and Overlay)
- Idaho Avenue Alley from Pascal Street North to Albert Street North (Street and Storm Construction)

This is a City of Falcon Heights project with state-aid and local funding. Projects that are constructed with state-aid funding are required to perform Quality Control and Quality Assurance (QC/QA) testing in accordance with the Minnesota Department of Transportation's (MnDOT's) 2020 Standard Specifications for Construction and MnDOT's Schedule of Materials Control. This project is using MnDOT's 2022 State Aid for Local Transportation (SALT) Schedule of Materials Control. Personnel with MnDOT certifications must complete the monitoring and testing. Braun Intertec will perform the QA field testing on the project as listed in our scope of services and as shown on our attached cost estimate table. The contractor will be responsible for performing the required QC testing and submitting all the documentation upon completion of the project. An audit of the project could be conducted upon completion. The audit may include reviewing tests and paperwork provided by your QC/QA representative.

### **Available Project Information**

This proposal was prepared using the following documents and information.

- Project plans prepared by the City of Roseville Engineering Department, dated March 14, 2023.
- Project specifications prepared by the City of Falcon Heights, dated March 22, 2023
- Discussions with Stephanie Smith with the City of Falcon Heights regarding Project Alternate #1 and Project Alternate #3 to be awarded for the project, MnDOT Schedule of Materials Control to be utilized for the project, project roles and responsibilities for plant inspections and test rolling. Discussions were also had regarding no testing required for small quantity materials and required grading and base testing for construction of new concrete sidewalk.
- Discussion with Ryan Johnson with the City of Roseville regarding the possibility of conducting density testing on fine aggregate bedding used under the pervious pavers if requested, but that density or gradation testing should not be included in project proposal for the pervious paver bid item.

### **Braun Intertec Project Personnel**

For this project, we will provide technicians that are MnDOT certified in each specialized field. For the proposed scope of services, our staff will have the following certifications:

- Aggregate Production
- Grading & Base Tester
- Concrete Field Tester
- Bituminous Street
- MnDOT or ACI Strength Testing

### **Accredited Laboratory**

In the 2022 SALT Schedule of Material Control, which is part of this project's testing requirements, MnDOT requires laboratories performing acceptance tests for payment to be accredited by the AASHTO Resource (formerly AASHTO Materials Reference Laboratory [AMRL]) for all test procedures performed.

Braun Intertec is one of the few independent testing companies that is accredited in the metro area. With Braun Intertec's Metro Material Laboratory typically operating 24 hours a day, laboratory test results are delivered in a timely manner.

## **Scope of Services**

Testing services will be performed on an on-call, as-needed basis as requested and scheduled by you or your on-site project personnel. Based on our understanding of the project, we propose the following services.

### **Soil Related Services**

- Perform nuclear gauge density tests on sidewalk subgrade preparation, and utility backfill materials.
- Perform Full Depth Reclaim Dynamic Cone Penetrometer (DCP) tests on full depth reclaim (FDR) materials.
- Perform Dynamic Cone Penetrometer (DCP) tests on aggregate base materials.
- Perform moisture content tests at time of compaction on sidewalk subgrade preparation, utility backfill, full depth reclamation and aggregate base materials.
- Perform gradation tests on full depth reclaim and aggregate base materials.
- Perform laboratory standard Proctor tests on backfill and fill materials.
- Provide test-roll observations of the pavement subgrade soils and full depth reclaim layer to determine if the materials tested are capable of supporting bituminous pavement.
- Observe and evaluate the soils exposed in the bottoms of excavations to determine if the soils are similar to those encountered with the geotechnical evaluation and suitable for support of pavements. Our engineer can provide consultation for conditions that appear to differ from the geotechnical evaluation.
- Prepare the preliminary and final grading and base report along with assembling the random sampling locations report for the aggregate base according to MnDOT Specifications.

### **Concrete Field Testing Related Services**

- Sample and test the plastic concrete for slump, air content, temperature prior to placement. We assume that we will be able to appropriately dispose of excess concrete (and associated wash water) on site at no additional cost to us.
- Prepare 4-inch by 8-inch cylinders for compressive strength testing. A set of three cylinders will be tested at 28 days for each set cast. If field cure cylinders are requested, each additional cylinder will be charged at the unit price listed in our cost estimate.
- Laboratory compressive strength testing of cylinders.

### **Bituminous Related Services**

- Collect verification samples per MnDOT's 2360 specification and randomly select one sample per day per mix to run quality assurance tests on. Perform quality assurance tests on the verification samples which include the following tests: Rice specific gravity, asphalt content, extracted aggregate gradation, gyratory density, coarse aggregate angularity, and fine aggregate angularity. Compare agency test results with contractor's test results for compliance with MnDOT 2360 specification.
- Randomly determine bituminous core locations by using MnDOT's random core worksheet and mark pavement core locations.
- Observe the contractor coring and core testing in accordance with MnDOT 2360 specification, which includes watching quality control personnel weigh the cores at their laboratory.
- Collect companion cores and test for thickness and density of pavement cores. Compare agency test results with contractor's test results for compliance with MnDOT 2360 specification. Review incentive and disincentive sheets completed by contractor.

### **Reporting and Project Management**

Test results will be issued weekly for the project as the various tasks are performed. If, at any time, there are failing tests which do not appear to be in accordance with the plans and specifications or MnDOT's Schedule of Materials Control, we will notify the engineer's representative and any others that we are directed to notify.

Before the final project closeout, we will issue a final report. The report will include the following:

- Braun Intertec technician roster for technicians that conducted testing on the project.
- Completed MnDOT Materials Certification Exceptions Summary for items tested by Braun Intertec.
- Completed Preliminary and Final Grading and Base Report.
- Moisture, Density, DCP, Proctor and Gradation tests.
- Concrete mix designs.
- Concrete compressive strength results.
- Completed test reports for samples sent to the MnDOT Materials Lab.
- Bituminous mix designs.
- Bituminous verification test results.

- Bituminous contractor's summary sheets.
- Random core log location worksheets.
- Completed density incentive/disincentive worksheets.
- Copies of concrete and bituminous plant certifications.

## **Basis of Scope of Work**

The costs associated with the proposed scope of services were estimated using the following assumptions. If the construction schedule is modified or the contractor completes the various phases of the project at different frequencies or durations than shown in this proposal, we may need to adjust the overall cost accordingly. The scope of work and number of trips required to perform these services are as shown in the attached table. Notable assumptions in developing our estimate include:

- We assume it will take four trips to complete the nuclear density gauge testing on this project.
- We assume compaction testing on full depth reclaim and sidewalk aggregate base will be performed using the Dynamic Cone Penetration (DCP) method; a minimum of two tests will be conducted each trip with four trips assumed.
- We assume seventeen sets of concrete tests will be required to complete the project.
- We assume the rebar observations before concrete placements will be completed by the onsite full-time project representative.
- We assume bituminous paving will be completed in eight days for this project.
- We understand MnDOT Metro Inspections will perform concrete batch plant monitoring and testing for this project.
- We understand MnDOT Metro Inspections will perform bituminous plant monitoring and testing for this project.
- We assume MnDOT will calibrate and certify the ready-mix concrete plant and bituminous plant for this project.
- We assume the project engineer of record will review and approve the contractor's quality control submittals and test results.
- You, or others you may designate, will provide us with current and approved plans and specifications for the project. Modification to these plans must also be sent to us so we can review their incorporation into the work.

- We will require a minimum of 24 hours' notice for scheduling inspections for a specific time. Shorter than 24 hours' notice may impact our ability to perform the requested services, and the associated impacts will be the responsibility of others.

If the work is completed at different rates than described above, this proposal should be revised.

## Cost and Invoicing

We will furnish the services described herein for an estimated fee of **\$31,816**. **Our estimated costs are based on industry averages for construction production. Depending on the contractor's performance, our costs may be significantly reduced or slightly higher than estimated.** A tabulation showing our estimated hourly and/or unit rates associated with our proposed scope of services is also attached. The actual cost of our services will be based on the actual units or hours expended to meet the requirements of the project documents.

This cost estimate was developed with the understanding that the scope of services defined herein will be required and requested during our normal work hours of 6:00 a.m. to 4:00 p.m., Monday through Friday. Services that we are asked to provide to meet the project requirements or the contractor's construction schedule **outside** our normal business hours will be invoiced using an overtime rate factor. The factor for services provided outside our normal work hours or on Saturday will be 1.25 times the listed hourly rate for the service provided. The factor for services provided on Sunday or legal holidays will be 1.5 times the listed hourly rate for the service provided. We have not included premiums for overtime in our cost estimate; however, we recommend that allowances and contingencies be made for overtime charges based on conversations with the contractor. You will be billed only for services provided on a time and materials basis.

Because our services are directly controlled by the schedule and performance of others, the actual cost may vary from our estimate. It is difficult to project all of the services and the quantity of services that may be required for any project. If services are required that are not discussed above, we will provide them at the rates shown in the attached table or, if not shown, at our current Schedule of Charges. We will invoice you on a monthly basis.

## General Remarks

We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components.

We appreciate the opportunity to present this proposal to you. After reviewing this proposal, **please sign and return one copy to our office as notification of acceptance and authorization to proceed.** If anything in this proposal is not consistent with your requirements, please let us know immediately. Braun Intertec will not release any written reports until we have received a signed agreement. Also, ordering services from Braun Intertec constitutes acceptance of the terms of this proposal including the attached General Conditions.

The proposed fee is based on the scope of services described and the assumption that our services will be authorized within 30 days and that others will not delay us beyond our proposed schedule.

We include the Braun Intertec General Conditions, which provide additional terms and are a part of our agreement.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Colin Keane at 612.704.2674 (ckeane@braunintertec.com) or Andrew Valerius at 952.995.2242 (avalerius@braunintertec.com).

Sincerely,

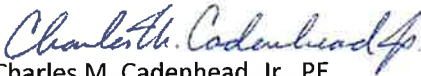
BRAUN INTERTEC CORPORATION



Colin M. Keane  
Staff Engineer



Andrew M. Valerius  
Account Leader, Senior Project Manager



Charles M. Cadenhead, Jr., PE  
Vice President, Principal Engineer

**Attachments:**

Project Proposal – QTB176582

General Conditions – CMT (1/1/18)

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The proposal is accepted. We will reimburse you in accordance with this agreement, and you are authorized to proceed:

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**Authorizer's Firm**

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**Authorizer's Signature**

---

**Authorizer's Name (please print or type)**

---

**Authorizer's Title**

---

**Date**



**Client:**

City of Falcon Heights  
Stephanie Smith  
2077 West Larpenteur Avenue  
Falcon Heights, MN 55113  
(651) 792-7600

**Work Site Address:**

Holton St, Albert St, Sheldon St, Ruggles Ave,  
Garden Ave and Idaho Ave Alley  
Falcon Heights, MN 55113

**Service Description:**

Construction Materials Testing

	Description	Quantity	Units	Unit Price	Extension
<b>Phase 1</b>	<b>MnDOT Testing</b>				
<b>Activity 1.1</b>	<b>Soil Testing</b>				<b>\$6,157.00</b>
207	<b>Compaction Testing - Nuclear</b>	10.00	Hour	90.00	\$900.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Storm Sewer Backfill	2.00	Trips	2.50	5.00
	Subgrade Preparation - Sidewalk	2.00	Trips	2.50	5.00
1308	<b>Nuclear moisture-density meter charge, per hour</b>	10.00	Each	26.00	\$260.00
1861	<b>CMT Trip Charge</b>	15.00	Each	50.00	\$750.00
217	<b>Compaction Testing - DCP's</b>	15.00	Hour	90.00	\$1,350.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Full Depth Reclaim	2.00	Trips	3.00	6.00
	CL-5 Aggregate Base - Sidewalk	2.00	Trips	3.00	6.00
	CL-5 Aggregate Base - Roadway	1.00	Trips	3.00	3.00
1530AG	<b>Asphalt Content of Aggregate Base, per sample</b>	1.00	Each	155.00	\$155.00
209	<b>Sample pick-up</b>	6.00	Hour	90.00	\$540.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Sample Pickup	4.00	Trips	1.50	6.00
1318	<b>Moisture Density Relationship (Proctor)</b>	3.00	Each	194.00	\$582.00
211	<b>Proofroll Observations</b>	6.00	Hour	110.00	\$660.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Proofroll Observations	2.00	Trips	3.00	6.00
126	<b>Project Engineer</b>	3.00	Hour	178.00	\$534.00
1162	<b>Sieve Analysis with 200 wash, per sample</b>	3.00	Each	142.00	\$426.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Full Depth Reclaim	1.00	Each	1.00	1.00
	CL-5 Aggregate Base	2.00	Each	1.00	2.00
<b>Activity 1.2</b>	<b>Concrete Testing</b>				<b>\$7,669.00</b>
261	<b>Concrete Testing</b>	42.50	Hour	90.00	\$3,825.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Curb and Gutter	7.00	Trips	2.50	17.50
	Flatwork- Sidewalk, Ped Ramps & Driveways	10.00	Trips	2.50	25.00
1861	<b>CMT Trip Charge</b>	26.00	Each	50.00	\$1,300.00
1364	<b>Compressive strength of concrete cylinders, per specimen</b>	51.00	Each	34.00	\$1,734.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Curb and Gutter	7.00	Sets	3.00	21.00
	Flatwork- Sidewalk, Ped Ramps & Driveways	10.00	Sets	3.00	30.00
278	<b>Concrete Cylinder Pick up</b>	9.00	Hour	90.00	\$810.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Cylinder Pick Up	9.00	Trips	1.00	9.00
<b>Activity 1.3</b>	<b>Pavement Testing</b>				<b>\$12,872.00</b>

**Project Proposal**

**QTB176582**

**Falcon Heights - 2023 PMP (SAP 124-050-017 / 124-105-006)**

2689	<b>MnDOT Bituminous Verification, per sample</b>		8.00 Each	710.00	\$5,680.00
	<i>Work Activity Detail</i>	<b>Qty Units</b>	<b>Hrs/Unit</b>	<b>Extension</b>	
	SPWEA340B	4.00 Each	1.00	4.00	
	SPWEA340C	4.00 Each	1.00	4.00	
209	<b>Sample pick-up</b>		12.00 Hour	90.00	\$1,080.00
	<i>Work Activity Detail</i>	<b>Qty Units</b>	<b>Hrs/Unit</b>	<b>Extension</b>	
	Sample Pickup	8.00 Trips	1.50	12.00	
221	<b>Bituminous Coring</b>		32.00 Hour	110.00	\$3,520.00
	<i>Work Activity Detail</i>	<b>Qty Units</b>	<b>Hrs/Unit</b>	<b>Extension</b>	
	Mark & Observe Contractor Coring & Testing	8.00 Trips	4.00	32.00	
1542	<b>Thickness and Density of Bituminous Core</b>		32.00 Each	56.00	\$1,792.00
1861	<b>CMT Trip Charge</b>		16.00 Each	50.00	\$800.00
<b>Activity 1.4</b>	<b>Project Management</b>				<b>\$5,118.00</b>
226	<b>Project Manager</b>		16.00 Hour	178.00	\$2,848.00
1230	<b>MnDOT Final Report</b>		1.00 Each	750.00	\$750.00
228	<b>Senior Project Manager</b>		4.00 Hour	200.00	\$800.00
238	<b>Project Assistant</b>		8.00 Hour	90.00	\$720.00
				<b>Phase 1 Total:</b>	<b>\$31,816.00</b>

<b>Proposal Total:</b>	<b>\$31,816.00</b>
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## General Conditions

### Construction Material Testing and Special Inspections

#### Section 1: Agreement

**1.1** Our agreement with you consists of these General Conditions and the accompanying written proposal or authorization ("Agreement"). This Agreement is the entire agreement between you and us. It supersedes prior agreements. It may be modified only in a writing signed by us, making specific reference to the provision modified.

**1.2** The words "you," "we," "us," and "our" include officers, employees, and subcontractors.

**1.3** In the event you use a purchase order or other documentation to authorize our scope of work ("Services"), any conflicting or additional terms are not part of this Agreement. Directing us to start work prior to execution of this Agreement constitutes your acceptance. If, however, mutually acceptable terms cannot be established, we have the right to terminate this Agreement without liability to you or others, and you will compensate us for costs and expenses incurred up to the time of termination.

#### Section 2: Our Responsibilities

**2.1** We will provide Services specifically described in this Agreement. You agree that we are not responsible for services that are not expressly included in this Agreement. Unless otherwise agreed in writing, our findings, opinions, and recommendations will be provided to you in writing. You agree not to rely on oral findings, opinions, or recommendations without our written approval.

**2.2** In performing our professional services, we will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of our profession practicing in the same locality. If you direct us to deviate from our recommended procedures, you agree to hold us harmless from claims, damages, and expenses arising out of your direction. If during the one year period following completion of Services it is determined that the above standards have not been met and you have promptly notified us in writing of such failure, we will perform, at our cost, such corrective services as may be necessary, within the original scope in this Agreement, to remedy such deficiency. Remedies set forth in this section constitute your sole and exclusive recourse with respect to the performance or quality of Services.

**2.3** We will reference our field observations and sampling to available reference points, but we will not survey, set, or check the accuracy of those points unless we accept that duty in writing. Locations of field observations or sampling described in our report or shown on our sketches are based on information provided by others or estimates made by our personnel. You agree that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. You accept the inherent risk that samples or observations may not be representative of things not sampled or seen and

further that site conditions may vary over distance or change over time.

**2.4** Our duties do not include supervising or directing your representatives or contractors or commenting on, overseeing, or providing the means and methods of their services unless expressly set forth in this Agreement. We will not be responsible for the failure of your contractors, and the providing of Services will not relieve others of their responsibilities to you or to others.

**2.5** We will provide a health and safety program for our employees, but we will not be responsible for contractor, owner, project, or site health or safety.

**2.6** You will provide, at no cost to us, appropriate site safety measures as to work areas to be observed or inspected by us. Our employees are authorized by you to refuse to work under conditions that may be unsafe.

**2.7** Unless a fixed fee is indicated, our price is an estimate of our project costs and expenses based on information available to us and our experience and knowledge. Such estimates are an exercise of our professional judgment and are not guaranteed or warranted. Actual costs may vary. You should allow a contingency in addition to estimated costs.

#### Section 3: Your Responsibilities

**3.1** You will provide us with prior environmental, geotechnical and other reports, specifications, plans, and information to which you have access about the site. You agree to provide us with all plans, changes in plans, and new information as to site conditions until we have completed Services.

**3.2** You will provide access to the site. In the performance of Services some site damage is normal even when due care is exercised. We will use reasonable care to minimize damage to the site. We have not included the cost of restoration of damage in the estimated charges.

**3.3** If we notify you that radiographic or gamma ray equipment or other nuclear testing or measuring device will be used, you will be responsible for the cooperation of your employees and your contractors in observing all radiation safety standards.

**3.4** You will notify us of any knowledge or suspicion of the presence of hazardous or dangerous materials present on any work site. If we observe or suspect the presence of contaminants not anticipated in this Agreement, we may terminate Services without liability to you or to others, and you will compensate us for costs and expenses incurred up to the time of termination.

**3.5** The time our field personnel spend on the job site depends upon the scheduling of the work we are observing or testing. You agree that any changes in scheduling may result in additional

costs and agree to pay for those services at the rates listed in our cost estimate.

**3.6** You agree to include us as an indemnified party in your contracts, if any, for work by others on the project, protecting us to the same degree as you are protected. You agree to list us as an Additional Insured under your liability insurance policies and to require subrogation be waived against us and that we will be added as an Additional Insured on all policies of insurance, including any policies required of your contractors or subcontractors, covering any construction or development activities to be performed on the project site.

#### Section 4: Reports and Records

**4.1** Unless you request otherwise, we will provide our report(s) in an electronic format.

**4.2** Our reports, notes, calculations, and other documents and our computer software and data are instruments of our service to you, and they remain our property. We hereby grant you a license to use the reports and related information we provide only for the related project and for the purposes disclosed to us. You may not transfer our reports to others or use them for a purpose for which they were not prepared without our written approval. *You agree to indemnify, defend, and hold us harmless from claims, damages, losses, and expenses, including attorney fees, arising out of such a transfer or use.*

**4.3** If you do not pay for Services in full as agreed, we may retain work not yet delivered to you and you agree to return to us all of our work that is in your possession or under your control.

**4.4** Electronic data, reports, photographs, samples, and other materials provided by you or others may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

#### Section 5: Compensation

**5.1** You will pay for Services as stated in this Agreement. If such payment references our Schedule of Charges, the invoicing will be based upon the most current schedule. An estimated cost is not a firm figure. You agree to pay all sales taxes and other taxes based on your payment of our compensation. Our performance is subject to credit approval and payment of any specified retainer.

**5.2** You will notify us of billing disputes within 15 days. You will pay undisputed portions of invoices upon receipt. You agree to pay interest on unpaid balances beginning 30 days after invoice dates at the rate of 1.5% per month, or at the maximum rate allowed by law.

**5.3** If you direct us to invoice a third party, we may do so, but you agree to be responsible for our compensation unless the third party is

creditworthy (in our sole opinion) and provides written acceptance of all terms of this Agreement.

**5.4** Your obligation to pay for Services under this Agreement is not contingent on your ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of any lawsuit, your successful completion of any project, receipt of payment from a third party, or any other event. No retainage will be withheld.

**5.5** If you do not pay us in accordance with this Agreement, you agree to reimburse our costs and expenses for collection of the moneys invoiced, including but not limited to attorney fees, staff time, and other costs and expenses.

**5.6** You agree to compensate us in accordance with our Schedule of Charges if we are asked or required to respond to legal process arising out of a proceeding related to the project and as to which we are not a party.

**5.7** If we are delayed by factors beyond our control, or if project conditions or the scope or amount of work changes, or if changed labor conditions result in increased costs, decreased efficiency, or delays, or if the standards or methods change, we will give you timely notice, the schedule will be extended for each day of delay, and we will be compensated for costs and expenses incurred in accordance with our Schedule of Charges.

**5.8** If you fail to pay us in accordance with this Agreement, we may consider the default a total breach of this Agreement and, at our option, terminate our duties without liability to you or to others, and you will compensate us for costs and expenses incurred up to the time of termination.

**5.9** In consideration of our providing insurance to cover claims made by you, you hereby waive any right to offset fees otherwise due us.

#### **Section 6: Disputes, Damage, and Risk Allocation**

**6.1** Each of us will exercise good faith efforts to resolve disputes without litigation. Such efforts will include, but not be limited to, a meeting(s) attended by each party's representative(s) empowered to resolve the dispute. Before either of us commences an action against the other, disputes (except collections) will be submitted to mediation.

**6.2** *Notwithstanding anything to the contrary in this Agreement, neither party hereto shall be responsible or held liable to the other for punitive, indirect, incidental, or consequential damages, or liability for loss of use, loss of business opportunity, loss of profit or revenue,*

#### **loss of product or output, or business interruption.**

**6.3** You and we agree that any action in relation to an alleged breach of our standard of care or this Agreement shall be commenced within one year of the date of the breach or of the date of substantial completion of Services, whichever is earlier, without regard to the date the breach is discovered. Any action not brought within that one year time period shall be barred, without regard to any other limitations period set forth by law or statute. We will not be liable unless you have notified us within 30 days of the date of such breach and unless you have given us an opportunity to investigate and to recommend ways of mitigating damages. You agree not to make a claim against us unless you have provided us at least 30 days prior to the institution of any legal proceeding against us with a written certificate executed by an appropriately licensed professional specifying and certifying each and every act or omission that you contend constitutes a violation of the standard of care governing our professional services. Should you fail to meet the conditions above, you agree to fully release us from any liability for such allegation.

**6.4** *For you to obtain the benefit of a fee which includes a reasonable allowance for risks, you agree that our aggregate liability for all claims will not exceed the fee paid for Services or \$50,000, whichever is greater. If you are unwilling to accept this allocation of risk, we will increase our aggregate liability to \$100,000 provided that, within 10 days of the date of this Agreement, you provide payment in an amount that will increase our fees by 10%, but not less than \$500, to compensate us for the greater risk undertaken.* This increased fee is not the purchase of insurance.

**6.5** *You agree to indemnify us from all liability to others in excess of the risk allocation stated herein and to insure this obligation. In addition, all indemnities and limitations of liability set forth in this Agreement apply however the same may arise, whether in contract, tort, statute, equity or other theory of law, including, but not limited to, the breach of any legal duty or the fault, negligence, or strict liability of either party.*

**6.6** This Agreement shall be governed, construed, and enforced in accordance with the laws of the state in which our servicing office is located, without regard to its conflict of laws rules. The laws of the state of our servicing office will govern all disputes, and all claims shall be heard in the state or federal courts for that state. Each of us waives trial by jury.

**6.7** No officer or employee acting within the scope of employment shall have individual liability for his or her acts or omissions, and you agree not to make a claim against individual officers or employees.

#### **Section 7: General Indemnification**

**7.1** *We will indemnify and hold you harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by our negligent acts or omissions or those negligent acts or omissions of persons for whom we are legally responsible. You will indemnify and hold us harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by your negligent acts or omissions or those negligent acts or omissions of persons for whom you are legally responsible.*

**7.2** To the extent it may be necessary to indemnify either of us under Section 7.1, you and we expressly waive, in favor of the other only, any immunity or exemption from liability that exists under any worker compensation law.

#### **Section 8: Miscellaneous Provisions**

**8.1** We will provide a certificate of insurance to you upon request. Any claim as an Additional Insured shall be limited to losses caused by our negligence.

**8.2** You and we, for ourselves and our insurers, waive all claims and rights of subrogation for losses arising out of causes of loss covered by our respective insurance policies.

**8.3** Neither of us will assign or transfer any interest, any claim, any cause of action, or any right against the other. Neither of us will assign or otherwise transfer or encumber any proceeds or expected proceeds or compensation from the project or project claims to any third person, whether directly or as collateral or otherwise.

**8.4** This Agreement may be terminated early only in writing. You will compensate us for costs and expenses incurred up to the time of termination.

**8.5** If any provision of this Agreement is held invalid or unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

**8.6** No waiver of any right or privilege of either party will occur upon such party's failure to insist on performance of any term, condition, or instruction, or failure to exercise any right or privilege or its waiver of any breach.

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<b>Meeting Date</b>	May 24, 2023
<b>Agenda Item</b>	Consent G6
<b>Attachment</b>	N/A
<b>Submitted By</b>	Jack Linehan, City Administrator

<b>Item</b>	City Hall Summer Hours
<b>Description</b>	<p>Historically, the City of Falcon Heights has employed a modified schedule during the summer months. This practice was halted in 2020 and 2021 due to the limited public access to City Hall during the height of the pandemic, but brought back in 2022. Staff has again expressed support for the practice this year.</p> <p>During the summer months, especially on Fridays, the amount of walk-in and phone call requests for service drops off dramatically. Most afternoons Monday-Thursday the City sees approximately 3-4 visitors and about a few calls. There are very few Friday afternoon visits.</p> <p>Many cities use this as an opportunity to employ alternative hours of operation, commonly known as “summer hours”.</p> <p>Currently, normal hours of operation are Monday – Friday, 8:00 a.m. – 4:30 p.m. Staff is proposing that the City of Falcon Heights use the following schedule between Memorial Day and Labor Day:</p> <p>Monday - Thursday            7:30 am – 5:00 pm  Friday                                7:30 am - noon</p> <p>This would allow for City Hall to still be open the same number of hours per week (42.5) and for employees to still work the same number of total hours (40, with one ½ hour break each day). It would also allow City Hall customers the ability to come in a ½ hour earlier and later in the day to conduct business.</p> <p>We will publicize our approved Summer Hours through our normal methods (email, website, flyers, newsletters, and social media). We would also insert a notice on all permit applications so that contractors and/or residents do not come to city hall on Friday afternoon hoping to pick up permits for their weekend projects. Notice will also be given to those who rent facilities that building keys will need to be picked up before noon on Friday.</p>

<b>Budget Impact</b>	N/A
<b>Attachment(s)</b>	None
<b>Action(s) Requested</b>	Staff recommends that the Falcon Heights City Council adopt the summer hours schedule explained above from Memorial Day to Labor Day.

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<b>Meeting Date</b>	May 24 2023
<b>Agenda Item</b>	Consent G7
<b>Attachment</b>	SpeedScout Info, Pricing
<b>Submitted By</b>	Jack Linehan, City Administrator

<b>Item</b>	Purchase MPH StreetScout Trailer Using State Contract Pricing and amend the Public Safety Capital Fund (402) for this expenditure.
<b>Description</b>	<p>Several residents of Falcon Heights, over several areas within the City, have expressed concerns for speeding cars.</p> <p>In an effort to be responsive to the public and address a potential safety issue, Staff has researched radar speed trailers and determined it to be a reasonably cost-effective solution to aid in public safety. The City previously had a speed trailer that reached end-of-life approximately six years ago. Numerous studies have shown that speed radar trailers are effective in reducing speeds of drivers, without requiring an officer to be present. The StreetScout Trailer collects data on speeds it records, which can be shared with our contracted police agency to identify patterns where additional enforcement may assist.</p> <p>The StreetScout Trailer is designed for city use, is lightweight and features all of the same features as larger trailers. It's a cost-effective option for urban environments, where speeds are slower and a small trailer can be deployed in neighborhoods. This particular trailer also is equipped with solar panels, allowing it to be deployed for weeks at a time before the batteries need an additional charge.</p> <p>If the City utilizes the State Contract for pricing, then the purchase price will be \$8,533.00. There may be additional costs for shipping.</p> <p>Staff believes the purchase of the StreetScout trailer to be a worthwhile safety measure for the City.</p> <p>Request to amend the Public Safety Capital Safety Fund (402) for this expenditure. 402-4402-91000 for the estimated amount of \$10,000.</p>
<b>Budget Impact</b>	The purchase of a StreetScout trailer will be no more than \$10,000, although it was not budgeted for in our capital plan. Funds would come from Public Safety Capital Fund (402), which has a fund balance of \$32,652 from the sale of fire equipment. Request to amend the expenditure line item of 402-4402-91000 for the \$10,000 in the Public Safety Capital Fund.
<b>Attachment(s)</b>	<ul style="list-style-type: none"> <li>StreetScout Trailer Information</li> </ul>

	<ul style="list-style-type: none"> <li>• StreetScout Trailer Price Quote</li> </ul>
<b>Action(s) Requested</b>	Staff recommends the Falcon Heights City Council authorize the City Administrator to execute all necessary documents to purchase a SpeedScout trailer based on the attached state contract price from MPH Industries. Also request to amend the Public Safety Capital Fund (402) expenditures in the amount of \$10,000.



*"You're On Our Radar"*

# StreetScout™ Trailer

POLICE RADAR • POLICE LASERS • SURVEY LASERS • SPEED SIGNS

The **StreetScout™** - the newest addition to the MPH line of speed trailers offers an economical, lightweight, easy-to-deploy speed control trailer, designed for use in cities, suburban and rural applications. The StreetScout has all of the quality, features and reliability of our larger trailers with everything it needs and nothing that it doesn't.

### Compact, yet highly visible

When in use with a MUTCD-compliant speed sign, the trailer stands at 6 ft. Before towing, the sign quickly folds down to reduce wind resistance. Two 12-inch LED digits are easily viewable to greater than 600 feet in direct line-of-sight. With the overspeed and optional flashing strobes, StreetScout will alert drivers to reduce their speed.

### Because it works

Numerous studies have shown that MPH speed trailers are effective in reducing speeds of drivers, without requiring an officer to be present. Contact us today and let us show you how easy it is to begin controlling traffic speeds in your work zones, school zones, city streets and neighborhoods.



## Features

## Benefits

**Compact, lightweight design**

Compact design allows for use in nearly any city or rural application. At only 400 lbs., this unit is easy to tow and deploy by one person in most cases.

**Easy to program**

Easy-to-follow operator instructions with each unit. Need more help? Check out our Youtube channel for a series of informative videos.

**Same proprietary radar technology used by Law Enforcement**

Factory programmed to target only approaching traffic.

**Durable, trouble-free construction**

Welded 11 gauge steel with square tubing. Durable powder-coated finish.

**High visibility**

Two 12-inch digits with choice of amber or red super-bright, wide-angle LEDs. Viewable at over 600 ft. Optional over-speed flashing strobes will grab the attention and slow speeding drivers.

**Built-in battery charger with optional solar panel**

Easily recharge batteries from outside locked battery storage box. Extend battery life and operation times with solar panel power assist.

**Tamper-resistant**

All electronics enclosed inside locked compartments.

**Warranty**

Two-year (parts & labor) warranty on electronics, one-year warranty on the trailer body.

### StreetScout Specifications

- Overall dimensions: 52"W x 90"L (incl. tongue)  
52"W x 48"L (w/o tongue)
- Overall height: 6 ft. (with sign deployed)
- Overall height: 48" (sign folded for towing)
- Weight: 400 lbs.
- Frame dimensions: 48"W x 48"L
- Frame material: 11 ga., 2" sq. steel tubing
- Coating: Rust-resistant undercoat with graffiti-resistant powder-coated topcoat.
- Tires & wheels: 8" wheels / 4.8-8 tires, locking lug nuts
- Suspension: Leaf springs
- Wiring: Concealed in frame
- Tongue: 2" ball, removable for added security
- Utility (battery) box: 13"H x 14.25"L x 37.5"W
- Jacks: 4 stabilizer jacks

### Power

- Battery: One 12V deep-cycle battery
- Charger: Built-in 12V battery charger (easy access plug connection outside utility box)

### Display

- Display enclosure: 19.5"H x 21.5"W x 5.5"L
- Access door: Water-proof, opens from front with one locking handle
- Display window: Tough, vandal-resistant Lexan™
- Speed digits: Two 12" digits
- Display type: Super-bright, wide-angle LEDs
- Viewing distance: Greater than 600 ft.
- Brightness: Full brightness in day, automatically dims for twilight use to extend battery life
- Battery status: Viewable from outside trailer

### Radar

- Radar type: Directional K band radar
- Range: 1,000 ft. for typical vehicles
- Compliance: Complies with FCC Part 15 (no license required)
- Operating Temp: -22° to +160°F

### Options / Accessories

- **Strobe kit:** Highly visible flashers activate when overspeed setting is reached.
- **Traffic computer:** Stores speed and traffic volume data and generates reports and graphs.
- **Speed limit sign**
- **Battery options:** One additional 12V battery
- **Solar battery assist:** 20W or 50W panel
- **24/7 Timer**
- **Interior cabinet light**



### MPH Industries, Inc.

316 East 9th Street

Owensboro, KY 42303

[www.mphindustries.com](http://www.mphindustries.com)

[info@mphindustries.com](mailto:info@mphindustries.com)

888-689-9222



MPH Industries, Inc.  
 316 East 9th Street  
 Owensboro KY 42303  
 Phone: 888-689-9222  
 Fax: 270-685-6288

Date: 5/18/2023  
 Expires: 7/17/2023  
 Reference:  
 Terms: NET 30 DAYS



Sales Person: Brandy Atherton  
 Phone: 888-689-9222  
 Fax: 270-685-6288  
 Email: bmatherton@mphindustries.com

**QUOTE: 36845**

<b>Quote To:</b> CITY OF FALCON HEIGHTS 2077 WEST LARPEN TEUR AVENUE FALCON HEIGHTS MN 55113 USA Phone: 651-792-7611 Fax: Email: Customer #: 551130	<b>Ship To:</b> CITY OF FALCON HEIGHTS 2077 WEST LARPEN TEUR AVENUE FALCON HEIGHTS, MN 55113 USA Phone #: 651-792-7611 Fax #: Email: Ship Via: Best Way GND
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USD

Line	Part	Description	Rev
1	SCOUT-BAS	Street Scout trailer with two 12in-digit speed display and Slow Down message,tuning fork	-

**Sales Kit**

Kit Seq.	Part Number	Description	Qty Per	EA
1.001	903389	FORK,TUNING,35MPH K	1	EA
1.002	991207	TRAILER ASSY,STREET	1	EA
1.003	910854	PALLET,SHIPPING,STRE	1	EA
1.004	990856A	DISPLAY ASSY,12"	1	EA
1.005	910828	RADAR,DRU3 W/CABLE	1	EA
1.006	910961	CHGR,BATT,12V,35A,3	1	EA
1.007	910922	SUPPORT,TRAILER,SHIP	1	EA
		<b>Quantity</b>	1 EA	<b>Unit Price</b>
				5,870.00
				<b>Ext Price:</b> 5,870.00

Line	Part	Description	Rev
9	951720	BATT ASSY,GROUP 24	ND
		<b>Quantity</b>	1 EA
		<b>Unit Price</b>	
			<b>Ext Price:</b>
10	951720	BATT ASSY,GROUP 24	ND
		<b>Quantity</b>	1 EA
		<b>Unit Price</b>	206.00
			<b>Ext Price:</b> 206.00
11	951719	KIT,SOLAR,50W,VALUE LINE	ND
		<b>Quantity</b>	1 EA
		<b>Unit Price</b>	263.00
			<b>Ext Price:</b> 263.00
12	951770	KIT,SPEEDVIEW,TRAF,DATA,COLL	-
		<b>Quantity</b>	1 EA
		<b>Unit Price</b>	837.00
			<b>Ext Price:</b> 837.00
13	951783G01	BLUETOOTH ASSY, DISPLAY	ND
		<b>Quantity</b>	1 EA
		<b>Unit Price</b>	150.00
			<b>Ext Price:</b> 150.00
14	951459RB	KIT,STROBE,RED/BLUE	ND
		<b>Quantity</b>	1 EA
		<b>Unit Price</b>	465.00
			<b>Ext Price:</b> 465.00
15	951716	SIGN ASSY,18X24 SPD LMT,CHGBLE	ND
		<b>Quantity</b>	1 EA
		<b>Unit Price</b>	390.00
			<b>Ext Price:</b> 390.00
16	909742	TIMER,12V,24HR,TM618 SERIES,1 CH	ND
		<b>Quantity</b>	1 EA
		<b>Unit Price</b>	102.00
			<b>Ext Price:</b> 102.00

MPH Industries, Inc.  
 316 East 9th Street  
 Owensboro KY 42303  
 Phone: 888-689-9222  
 Fax: 270-685-6288

Date: 5/18/2023  
 Expires: 7/17/2023  
 Reference:  
 Terms: NET 30 DAYS



Sales Person: Brandy Atherton  
 Phone: 888-689-9222  
 Fax: 270-685-6288  
 Email: bmatherton@mphindustries.com

**QUOTE: 36845**

Line	Part	Description	Rev
17	951817	TABLET,SPEEDVIEW LITE	ND
	<b>Quantity</b>	1 EA	<b>Unit Price</b> 250.00
			<b>Ext Price:</b> 250.00
Line	Part	Description	Rev
18	550004	\$0 Shipping per contract	
	<b>Quantity</b>	1 EA	<b>Unit Price</b>
			<b>Ext Price:</b>
			<b>Total: 8,533.00</b>
<b>Plus shipping and any applicable taxes</b>			

*Thank you for an opportunity to quote.*

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<b>Meeting Date</b>	May 24, 2023
<b>Agenda Item</b>	Consent G8
<b>Attachment</b>	Lease Agreement
<b>Submitted By</b>	Kelly Nelson, Assistant to the City Administrator

<b>Item</b>	Copier Machine Lease – City Hall																		
<b>Description</b>	<p>The City Hall copy/printer/scanner machine, a Canon IR ADVANCE C5550i, has been leased from Loffler at a rate of \$122.39/month (a total of \$7,343.40) for the past five years. Services include all toner, parts, staples and labor rate-locked for the term of the contract. The lease is coming to an end in July so the City began pricing out a new copier.</p> <p>If the City utilizes the State contract for pricing, then purchasing the copier at the end of the lease is not an option. So, the City looked at using non-profit pricing to see if that would make financial sense to then have the option to purchase at lease end.</p> <p>The City determined that utilizing the State contract was more beneficial than purchasing the copier at lease end.</p> <p>The chart below shows the current copier’s pricing compared to an equivalent replacement copier, whether utilizing State contract or non-profit pricing, and also includes color and B&amp;W copy fees.</p> <p>Loffler offered the City an additional 10% discount on the Canon DX-C5840i lease since the monthly lease rate has increased since we last signed a five-year lease agreement.</p> <table border="1" data-bbox="277 1377 1500 1801"> <thead> <tr> <th>Copier</th> <th>Expiring Canon C5550i lease</th> <th>Canon DX C5840i (new equivalent) using State Contract</th> <th>Canon DX C5840i (new equivalent) Non-Profit Pricing</th> </tr> </thead> <tbody> <tr> <td>Lease</td> <td>122.39/ mo.</td> <td><del>\$181.76/mo.</del> \$163.58 (with 10% discount applied). Includes all service calls, parts, labor, toner and supplies.</td> <td>240.17/ mo; Plus, \$66/ month for service calls and 3,000 b&amp;w impressions</td> </tr> <tr> <td>Black &amp; White</td> <td>\$0.0074</td> <td>\$0.0073</td> <td>\$0.121/ impression</td> </tr> <tr> <td>Color</td> <td>\$0.0504</td> <td>\$0.049</td> <td>\$0.54/ impression</td> </tr> </tbody> </table> <p>Staff believes the 60-month lease of the Canon DX C5840i is the best option for the City.</p>			Copier	Expiring Canon C5550i lease	Canon DX C5840i (new equivalent) using State Contract	Canon DX C5840i (new equivalent) Non-Profit Pricing	Lease	122.39/ mo.	<del>\$181.76/mo.</del> \$163.58 (with 10% discount applied). Includes all service calls, parts, labor, toner and supplies.	240.17/ mo; Plus, \$66/ month for service calls and 3,000 b&w impressions	Black & White	\$0.0074	\$0.0073	\$0.121/ impression	Color	\$0.0504	\$0.049	\$0.54/ impression
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Black & White	\$0.0074	\$0.0073	\$0.121/ impression																
Color	\$0.0504	\$0.049	\$0.54/ impression																



<b>Budget Impact</b>	The new five-year lease will cost the City an additional \$41.19/month for 60 months, but lower cost-per-copy printing that will mitigate some of the increase.
<b>Attachment (s)</b>	<ul style="list-style-type: none"> <li>• Loffler State Contract Pricing for Canon DX C5840i</li> <li>• Loffler Non Profit Pricing for Canon DX C5840i</li> <li>• Current Print Usage Report for Current Copier</li> </ul>
<b>Action(s) Requested</b>	Staff recommends the Falcon Heights City Council authorize the City Administrator to execute all necessary documents to lease the Canon DX C5840i based on the attached price estimate from Loffler.

## Recommended **Solution**

Canon's comprehensive portfolio of imageRUNNER ADVANCE multifunction printers and integrated solutions can help simplify the end user experience and management of technology, better control sensitive information and print-related costs, and help ensure that technology investments proactively evolve with changing needs.

### Canon imageRUNNER ADVANCE DX C5840i

**Components Included:**

- 40 Pages per Minute (B&W & Color)
- 10.1" Intuitive Touchscreen with Smartphone-like Usability.
- 1200 x 1200 dpi
- 1,200 sheet Paper Supply (Standard)
  - (2) 550 sheet Paper Cassettes
  - 100 sheet Stack Bypass
- 200-Sheet Single Pass Duplexing Document Feeder
- Scan Speed Single Side: up to 135 ppm
- Scan Speed Double Side: up to 270 ppm
- Color Scan to Email, Scan to File and Scan to Word
- Print up to 12X18 paper size
- 250GB HDD
- Automatic Trayless Duplexing
- UFR II Print Kit, PCL Print Kit, and PS Print Kit
- Delivery, Professional Service Installation, Implementation and Training



<b><u>Configuration</u></b>	<b><u>Purchase Price</u></b>	<b><u>60 MO Rental</u></b>	<b><u>10% discount</u></b>
Canon DX C5840i	\$6,432.96	\$126.73	\$114.06
High Capacity Cassette Feeding Unit-C1	\$1,303.26	\$25.67	\$23.10
Inner Finisher-L1	\$864.20	\$17.02	\$15.32
Inner 2/3 Hole Puncher-D1	\$487.20	\$9.60	\$8.64
ESP NEXT GEN PCS POWER FILTER (120V/15A) XG-PCS-15D	\$138.94	\$2.74	\$2.47
<b>Total</b>	<b>\$9,226.56</b>	<b>\$181.76</b>	<b>\$163.58</b>

**Service and Supply Agreement:**

- All B&W images: \$0.0073 per copy
- Color copies billed @ \$0.049 per copy
- Includes ALL Service Calls, Parts, Labor, Toner, and Staples



## Recommended **Solution**

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<b><u>Configuration</u></b>	<b><u>Purchase Price</u></b>	<b><u>63 MO Lease</u></b>
Canon DX C5840i		
High Capacity Cassette Feeding Unit-C1		
Inner Finisher-L1		
Inner 2/3 Hole Puncher-D1		
ESP NEXT GEN PCS POWER FILTER (120V/15A) XG-PCS-15D		
<b>Total</b>	<b>\$10,456.00</b>	<b>\$240.17</b>

**Service and Supply Agreement:**

- \$66/Mo includes 3,000 b/w impressions
- B/W overages to bill @ .0121/impression
- Color impresions billed @ .054/impression
- Includes ALL Service Calls, Parts, Labor, and Toner



City of Falcon Heights  
Account Review

ID #	Serial #	Make/Model	Install Date	Lease Term Date	Lease Payment	Maintenance	End Meter Date	BW Meter End Count	BW Actual Copies	Color Meter End Count	Color Actual Copies	Service Calls Past 12 Months	
606011	XUG05129	CANON CS550i II	7/6/2018	7/6/2023	\$122.39	All BW copies billed monthly @ \$0.0074 per copy  All Color copies billed monthly @ \$0.0504 per copy	3/28/2022	122,047	2,849	22,052	177	177	0
							5/2/2022	124,178	2,131	22,178	127	127	
							5/10/2022	127,227	3,049	22,554	375	375	
							6/27/2022	131,160	3,933	27,808	754	754	
							8/17/2022	133,576	2,416	34,247	1,539	1,539	
							8/31/2022	135,355	1,979	35,083	716	716	
							10/19/2022	142,073	6,518	37,751	2,118	2,118	
							10/31/2022	145,078	3,005	38,456	1,235	1,235	
							11/28/2022	147,372	2,294	38,709	1,213	1,213	
							1/2/2023	154,705	7,333	41,667	1,958	1,958	
							1/30/2023	158,945	4,240	43,725	2,058	2,058	
							2/7/2023	162,607	3,662	45,439	1,754	1,754	