

CITY OF FALCON HEIGHTS
Regular Meeting of the City Council
City Hall
2077 West Larpenteur Avenue

AGENDA

October 9, 2024 at 7:00 P.M.

- A. CALL TO ORDER: 7:02 pm 7:05 pm
- B. ROLL CALL: GUSTAFSON ✓ LEEHY ✓ MEYER ✓
WASSENBERG ✓ MIELKE ✓
- STAFF PRESENT: LINEHAN ✓
- C. APPROVAL OF AGENDA Wassenberg 4-0
- D. PRESENTATION
- E. APPROVAL OF MINUTES:
1. September 4, 2024 City Council Workshop Meeting Minutes Meyer 4-0
- F. PUBLIC HEARINGS:
1. 2024 Pavement Management Project (PMP) Assessment Hearing Open at 7:10 pm
- G. CONSENT AGENDA:
1. General Disbursements through 10/4/24: \$95,118.02 Meyer 5-0
a. Payroll through 9/30/24: \$24,736.56 Mielke 5-0
b. Wire Payments through 9/30/24: \$15,798.61
2. Resolution in Support of Bay West's Application for Ramsey County's Environmental Response Fund Grant Program for 1407 Larpenteur
but public hearing till pm Leahy
- H. POLICY ITEMS:
1. Order of Feasibility Report for the 2025 Pavement Management Project (PMP) Wassenberg 5-0
2. Livable Communities Act (LCA) Pre-Development Grant Program Award Leahy 4-1
- I. INFORMATION/ANNOUNCEMENTS:
- J. COMMUNITY FORUM:
Please limit comments to 3 minutes per person. Items brought before the Council will be referred for consideration. Council may ask questions for clarification, but no council action or discussion will be held on these items.
- K. ADJOURNMENT: Meyer 5-0

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

MINUTES

Wednesday, September 4, 2024
6:30 P.M.

A. CALL TO ORDER: 6:32 PM

B. ROLL CALL: GUSTAFSON__X__ LEEHY__
 MEYER__X__ MIELKE__X__ WASSENBERG__X__

STAFF PRESENT: LINEHAN__X__ VAN DER WERFF__X__

C. POLICY ITEMS:

1. Community Park Discussion

Administrator Linehan explains staff has been working on getting the project back on track. They spoke with each individual consultant involved to ensure everyone knew the budget was a max of \$3.5 million. WSB provided 4 options:

- Option 1: HCM designed (custom-designed) restroom with servery and shelter structure, associated site/utility work, 5,000 sq. ft. play area (not including all rubber surfacing or perimeter fence). Note that Item 6A on Cost Estimate Option 1 is for a pre-fabricated (pre-fab) shelter and item 6B is for increased cost for a custom shelter.
- Option 2: HCM designed (custom-designed) restroom, pre-fab shelter, associated site/utility work, larger play area (7,500 sq. ft.) with rubber surfacing and perimeter fence and splash pad.
- Option 3: Renovate the existing building, pre-fab shelter, associated site/utility work, larger play area with rubber surfacing and perimeter fence. Note this option is the minimum requirements to get the building to code and still requires another \$500k over the next 10 years to complete the full renovation. Staff advised WSB that this would not be the City's preferred option at this time. Not the direction Council wants to take.
- Option 4: Pre-fab restroom/concessions building, which is a concrete vault style building, pre-fab shelter, associated site/utility work, larger play area with rubber surfacing, and perimeter fence and splash pad. For example, restrooms like those at rest stops and at state parks. Not a lot of room for modifications. Very cost effective. Would allow for large-scale playground, not contingent on bonding or grants.

Staff gathered samples of the pre-fab bathrooms for the Council to view. Council likes the look of them and they remind them of state parks and rest stops. Linehan states they are designed to last for a while.

Councilmember Wassenberg states the buildings are sturdy and in-stock. He wonders if the pre-fab can be both restroom and servery. Linehan answers yes, and they can utilize

state bidding software since the vendor is active on it.

Councilmember Mielke wonders if option 1 would be the custom shelter that was presented previously.

Linehan adds that without a park building, WSB feels Kraus-Anderson's and HCM's contracts are not needed anymore if the Council decides to go with option 4. A general contractor would need to be hired and the City would go out and bid for that position.

The council agrees option 4 is the best way to move forward and feels like this is a good use of the funds. With pre-fab, the council can see the options before selecting. This same restroom design can be used to be placed at Curtiss Field.

Councilmember Leehy wonders about gathering space inside. Linehan notes they can get pretty large with their concession stands, they also have warming house styles. This could be an emergency weather space and maybe a warming house.

Linehan shows a condensed version of a potential timeline with the hopes of building in 2025.

Councilmember Wassenberg wonders if fencing and surfacing can be added later after the playground is built. Linehan is unsure about the rubberized surface. Just the accessibility aspect would make it more appealing for grants.

Mayor Gustafson wonders if community expectations are that the building and playground be completed at the same time. Or could it be done in a phased approach? The grant will be known by the end of July. Based on the finish of the build, many outdoor amenities are not going to be available due to winter. But it would be a full opening in the spring of 2026. Could include bid alternatives for the playground.

Mielke and Leehy state that's typically how construction goes, in a phased approach. Linehan adds the current playground will remain until the new playground is built. Leehy suggest placing a picture or sign by the current playground to create excitement.

Mielke wonders if money can be put in the budget for the shelters that are already at the community park to make them tie in with the other buildings. Council agrees.

Linehan continues, that as plans are being built out, they need to determine the placement of the new pre-fab and could potentially leave room for a new building.

Gustafson wonders about the bathroom and water source close to the garden. Linehan answers water sources need to be added for the splash pad and the garden.

Wassenberg wonders if each cost estimate includes the cost of demolishing and site prep. He also wonders about heating. Linehan answers yes, that is all integrated in the total building cost. Heating is something that needs to be looked at still.

Linehan notes, in order to keep the project moving along, decisions for playground design, fencing, surfacing and the splash pad can be made ahead of time. Staff will apply for the DNR Grant again and this will be used for a rubberized surface of the

playground and fencing around the playground. Gustafson likes the idea of fenced-in play areas. He suggests making the fenced areas not for dogs. Fencing is helpful for sensory-friendly areas and would benefit everyone.

Linehan is excited to see a full design of the playground and give the Parks Commission more “power” to help design the playground. It could be a mini-destination playground.

2. Tenants’ Rights Event

Linehan explains that staff sent mailers out to all residents and they ordered food and drinks. Mielke reserved a room at the library. She states it fits 125, but she believes around 30/40 will attend. The attorney from HOME Line attending is a Spanish speaker and there will also be a Somali interpreter. There will be the ability to watch children. The organization is a nonprofit providing free legal advice to tenants. The council believes it will be a good event.

3. Assessment Policy Amendment

Staff worked on updating the assessment policy based on Council direction and had the city attorney reviewed it and approve it. An equalized assessment was recommended by the council and engineering for the upcoming Falcon Woods PMP as the design of the neighborhood makes for very unequal lots. Staff added options to assess the policy at the discretion of the Council. These are the options the Council would consider to determine how a parcel will get assessed.

Wassenberg suggests a small change to the policy. Linehan notes there are other assessments that do not look at lineal foot but at lot size. For example, storm sewer is determined differently than street improvement. Linehan adds that this will be added to the Council agenda for next week for the Council to vote on.

4. Police Partnership Discussion

Linehan notes the RCSO is able to provide coverage for two more months. In a proposed draft contract with St. Anthony Village, the St. Anthony Police Department (SAPD) would begin coverage by March 1, 2025, with 24/7 emergency coverage provided immediately and ramp-up patrol options afterwards. Linehan added an appendix to the contract that allows start-up staffing. If SAPD cannot agree to this, Falcon Heights will be forced to look elsewhere for coverage. Starting March 1st, 2025, Falcon Heights will not have dedicated police coverage if SAPD cannot provide services that soon. If that is the case, New Brighton Public Safety (NBPS) may be interested in a long-term contract.

Leehy clarifies this would allow time to wait for what happens with SAPD, and, if it falls through, we can go to New Brighton.

Linehan explains the SAPD has previously requested a longer period to staff up, allowing full coverage before a contract begins. They still want to start on January 1, 2026 to allow time for recruitment, as fewer officers and more coverage areas would add more stress/mandatory OT concerns. It would be a part-time coverage model and coverage hours are up to mutual agreement between councils. The next step is to

propose this contract update to SAPD. This would put the ball in their court. The last option would be to create our own police department, but this requires much more time and other cities or agencies of similar size are struggling with staffing.

Linehan will pitch the new contract to SAPD. Specific numbers will be discussed, but March 1, 2025 has to be the start date. The Council believes 3.0 FTE's would be a good start.

Wassenberg appreciates the New Brighton police website; there is a lot of data and transparency. Linehan will circle back to them after hearing back from SAPD. Wassenberg suggests not slamming the door with them. If Falcon Heights ends up not getting coverage, they would be able to provide some. Maybe do a hybrid model and contract for sergeants, but hire officers.

Gustafson explains the difference between a patrol/ community policing model and a response model. It works in rural areas, but not very much in urban areas.

Linehan adds that St. Anthony Village received plans back for new police facility renovations with a cost of 8 to 10 million. They are also exploring other plans.

Gustafson believes that the community work done with St. Anthony was a good move regardless if the cities can come to an agreement on an accelerated timeline.

Mielke notes a State Fair discussion was never added to the future agenda items and asked if it can be discussed. Linehan adds it wasn't added as there is a dedicated task force for the State Fair as well to discuss. He provides calls for service reports from the RCSO. The Public Works crew and office staff spend a lot of time on the State Fair with signs, staff hours, a resource guide, and state fair parking permits. He wants to have the task force review the number of State Fair parking permits. Linehan wonders how much more the city can help residents. More traffic enforcement in the streets is needed, but without a dedicated police force, this will be difficult. He believes it will become more challenging as the fair gets bigger and is hoping the task force can provide more directions and relief for the city.

Gustafson suggests adding a budget line for the State Fair cost.

When asked, Linehan provides an update on code enforcement with Amber Union.

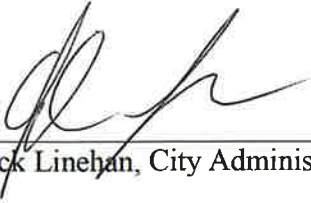
D. ADJOURNMENT: 8:50 PM

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



Randall C. Gustafson, Mayor

Dated this 9th day of October, 2024

A handwritten signature in black ink, appearing to read 'J. Linehan', written over a horizontal line.

Jack Linehan, City Administrator

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REQUEST FOR COUNCIL ACTION

Meeting Date	October 9, 2024
Agenda Item	F1
Attachment	Resolution 24-54, Proposed Assessment Roll, Presentation
Submitted By	Jennifer Lowry, Interim-City Engineer

Item	2024 Pavement Management Project assessment hearing. Approve Resolution 24-54 adopting the assessment roll for the 2024 Pavement Management Project RV 24-04.
Description	<p>On September 25, 2024, the City Council set a date to hold a public hearing for the purpose establishing special assessments for the 2024 Pavement Management Project, which included improvements to the following improvement area:</p> <ul style="list-style-type: none"> • Roselawn Avenue, Snelling Avenue to Hamline Avenue <p>It is the City’s policy to assess a portion of street improvement costs. The City follows the requirements of Chapter 429 of state statute for the assessment process. Per city assessment policy and state statute, the City holds public hearings to consider assessments for street improvement projects.</p> <p>At the assessment hearing, staff will go through a brief presentation that will include a description of the project, project financing, and a discussion of typical assessments for properties benefiting from these improvements. Staff will summarize the City assessment policy and how it has been applied to this project.</p> <p>If questions come up regarding specific assessments or if amendments to the assessment rolls are necessary, the hearing can be continued to the next Council meeting. This will enable staff time to investigate concerns brought up during the Public Hearing and make recommendations to the City Council.</p> <p>It is suggested that if property owners have individual concerns about the quality of construction as part of the project or specific information about project deficiencies, these should be referred to the City Engineer. Typically, these kinds of complaints relate to quality of finished construction and are covered under the one-year contract warranty period. Correction of these types of problems should not delay the adoption of assessment rolls.</p> <p>Once the assessment roll is adopted, the City allows for a 30-day pre-payment period. Following the pre-payment period, assessment rolls are certified to Ramsey County for collection. If approved at this meeting, the prepayment period would end on November 8, 2024 and interest would begin to accrue after that date. The City will have the rolls</p>

	<p>certified by November 15th in order to allow the County enough time to add the assessments to property taxes. The latest the assessment rolls can be approved is on Wednesday, October 16th to be adopted 30 days prior to the County deadline.</p> <p>The property owners can either pay the assessments in part or in full during the pre-payment period or have them added to their property taxes with an interest rate to be set by the City Council. The first installment of the assessment would be due in Spring 2025.</p>																					
<p>Budget Impact</p>	<p>The final assessment roll has been prepared in accordance with Falcon Heights’s assessment policy and as outlined in the project feasibility report. Below is a Project Financing Summary detailing the projected actual project costs for this improvement. This project is being financed using the following funding sources:</p> <ul style="list-style-type: none"> • Assessments levied in accordance with the City’s assessment policy. Alternate 1 sidewalk repairs (\$19,618.88) are funded by the Local Street Fund and is not assessed. • Use of Municipal State Aid (MSA) and street infrastructure funds to pay the City’s portion of the project. <p>The following table shows the projected project costs and funding breakdown for the project:</p> <table border="1" data-bbox="321 909 1398 1068"> <thead> <tr> <th></th> <th>Total Cost (with Alt. 1)</th> <th>Total Assessable Cost*</th> <th>Assessments</th> <th>Street</th> <th>MSAS</th> </tr> </thead> <tbody> <tr> <td>Roselawn Avenue</td> <td>\$108,050.91</td> <td>\$88,432.03</td> <td>\$30,965.29</td> <td>\$48,352.25</td> <td>\$28,733.37</td> </tr> </tbody> </table> <p><i>*Includes incurred costs of \$8,500.00 for engineering and construction administration</i></p> <p>A portion of the costs for the project are proposed to be assessed. The following table compares the estimated assessment rates from the feasibility report to the assessment rates calculated based on the project costs. The assessments are lower from the estimated amount based on the low bid received and construction savings. Project costs include construction costs and engineering costs.</p> <table border="1" data-bbox="331 1308 1138 1423"> <thead> <tr> <th>Per-Foot Assessment Rate</th> <th>Feasibility Report</th> <th>Final Proposed</th> </tr> </thead> <tbody> <tr> <td>Roselawn Avenue</td> <td></td> <td></td> </tr> <tr> <td>Residential</td> <td>\$ 19.94/ft</td> <td>\$ 18.76/ft</td> </tr> </tbody> </table> <p>The Finance Director recommends the interest rate be set at 2.00% above the true interest rate, which is 3.91%, as has been standard practice on previous assessments. Therefore, the recommended interest rate for the 2024 PMP Special Assessments is 5.91%.</p>		Total Cost (with Alt. 1)	Total Assessable Cost*	Assessments	Street	MSAS	Roselawn Avenue	\$108,050.91	\$88,432.03	\$30,965.29	\$48,352.25	\$28,733.37	Per-Foot Assessment Rate	Feasibility Report	Final Proposed	Roselawn Avenue			Residential	\$ 19.94/ft	\$ 18.76/ft
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<p>Attachment</p>	<p>Resolution 24-54, Proposed Assessment Roll, Presentation</p>																					
<p>Action(s) Requested</p>	<p>Hold public hearing on 2024 Pavement Management Project special assessments; and</p> <ol style="list-style-type: none"> 1. Approve resolution adopting and confirming assessment rolls for the 2024 Pavement Management Project; OR 2. Table the resolution for consideration at the next Council meeting. 																					



CITY OF FALCON HEIGHTS

2077 Larpenteur Avenue W
Falcon Heights, MN 55113

THE CITY THAT SOARS!

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

September 25, 2024

«Tax_Payer_Name»
«PrimaryT_2»
«PrimaryT_8»

Parcel ID: «Parcel_ID»

RE: 2023 Falcon Heights Pavement Management Project – Assessment Hearing Notice
Wednesday, October 9, 2024 at 7:00 p.m.
City Hall - Council Chambers
2077 Larpenteur Avenue, Falcon Heights

Dear Property Owner:

The street adjacent to your property was resurfaced this year. As approved by the City Council, a portion of the project costs are funded through special assessments.

For your information and review, please find enclosed your Notice of Assessment Amount and a copy of the Notice of Assessment Hearing. The City Council will be asked to approve these assessments at an assessment Public Hearing to be held at the **Wednesday, October 9, 2024, City Council meeting at 7:00 p.m.**

This assessment is not due until it is approved by the City Council. If you have any questions, comments or concerns, please contact me at jennifer.lowry@cityofroseville.com or 651.792.7042, or Jack Linehan, Falcon Heights City Administrator, at jack.linehan@falconheights.org or 651.792.7611.

Thank you for your patience throughout the project.

Sincerely,

Jennifer Lowry, MN P.E.
Interim - City Engineer

CC: Jack Linehan, City Administrator
Roland Olson, Finance Director

Enc: Notice of Assessment Amount
Assessment Hearing Notice

**CITY OF FALCON HEIGHTS NOTICE OF ASSESSMENT AMOUNT
FOR**

City Project No: 24-04 Pavement Management Project

As per Minnesota Statute, Sec. 429.061, Subd. 2, as amended, this notice is to inform you of the proposed assessment amount for your property.

Property Identification Number (PIN): «Parcel_ID»
 Property Owner: «PrimaryTax»
 Property Address: «Site_Address»
 Property Frontage: «Assessable_Footage_FT»
 Assessment Rate: «Assessment_Rate_FT»

TOTAL ASSESSMENT DUE: «Proposed_Assessment_Total_»

Payable to: City of Falcon Heights	Mail to: City of Falcon Heights 2077 Larpenteur Avenue Falcon Heights, Minnesota 55113
October 9, 2024	Assessment Public Hearing - City Council Meeting The total assessment due is listed above, unless the Council adopts a change in your assessment at the hearing. Do not submit payment until after this hearing.
TBD	Assessment Approval by City Council
30 Days from Approval	Assessment Pre-Payment Period Assessments may be paid during these dates with no interest. Assessments may be paid in person or by mail. City Hall is open from 8:00 am to 4:30 pm. If you pay by mail, please have it postmarked within the 30-day prepayment period and return this notice with your payment and <u>write your Property Identification Number on your check.</u>
After 30 Days	Assessment levied to Ramsey County. Levied assessments have a 5.91% interest rate and are payable in 7 annual installments beginning with your 2024 taxes payable in 2025.

You will receive another notice with the adopted assessment amount if the Council adopts the assessment and an amortization schedule if you chose to have the assessment levied to the County with interest. If you would like to know the decision of the Council, you can attend the council meetings or call 651-792-7003.

Checks should be made out to “City of Falcon Heights”

**NOTICE OF HEARING
ON IMPROVEMENT RV 24-04
2024 PAVEMENT MANAGEMENT PROJECT
CITY OF FALCON HEIGHTS, MINNESOTA**

NOTICE IS HEREBY GIVEN THAT the Council of the City of Falcon Heights, Minnesota, will meet at 7:00 p.m. on the 9th day of October, 2024, at the City Hall, 2077 Larpenteur Avenue, in said city, to consider, and possibly adopt, the proposed assessment for RV 24-04, 2024 Pavement Management Project. The general nature of street improvements now being assessed for is for the improvement of the streets by bituminous milling, bituminous paving, and concrete curb and gutter repair and necessary appurtenances. Adoption by the Council of the proposed assessment may occur at the hearing.

THE FOLLOWING IS THE AREA PROPOSED TO BE ASSESSED, ALL THAT PROPERTY ABUTTING THE FOLLOWING DESCRIBED STREETS:

- Roselawn Avenue, Snelling Avenue to Hamline Avenue

Such assessment is proposed to be payable in equal annual installments extending over a period of seven (7) years, the first of the installments to be payable with general taxes levied in 2024, collectible with such taxes during the year of 2025, and will bear interest at the rate of five and ninety-one hundredths percent (5.91%) per annum from the date of the adoption of the assessment resolution. To the first installment shall be added interest on the entire assessment from the date of the assessment resolution until December 31, 2024. To each subsequent installment when due shall be added interest for one year on all unpaid installments.

A property owner may, at any time prior to certification of the assessment to the county auditor, pay the entire assessment on such property, with the interest accrued to the date of payment, to the City of Falcon Heights. No interest shall be charged if the entire assessment is paid within thirty (30) days from the date of adoption of this assessment. A property owner may at any time thereafter, pay to Ramsey County the entire amount of the assessment remaining unpaid, with the interest accrued to December 31 of the year in which such payment is made. Such payment must be made by November 8 at 4:00 p.m. or interest will be charged through December 31 of the succeeding year. If a property owner decides not to prepay the assessment before the date given above, the rate of interest that will apply is five and ninety-one hundredths percent (5.91%) per year.

The proposed assessment roll is on file for public inspection at City Hall. The total amount of the proposed assessment is \$30,965.29. Written or oral objections will be considered at the meeting. No appeal to district court may be taken as to the amount of an assessment, unless a written objection signed by the affected property owner is filed with the municipal clerk prior to the assessment hearing or presented to the presiding officer at the hearing. The council may upon such notice consider any objection to the amount of a proposed individual assessment at an adjourned meeting upon such further notice to the affected property owners as it deems advisable.

Under Minnesota Statute Section 435.193 to Section 435.195 and City Resolution No. 07-09, the Council may, in its discretion, defer the payment of this special assessment for any homestead property owned by a person 65 years of age or older or one retired by virtue of a permanent and total disability for whom it would be a hardship to make the payments. When deferment of the special assessment has been granted and is terminated for any reason provided in that law and resolution, all amounts accumulated plus applicable interest become due. Any assessed property owner meeting the requirements of this law and Resolution No. 07-09, may, within 30 days of the confirmation of the assessment, apply to the City Clerk for the prescribed form for such deferral of payment of this special assessment on his/her property.

An owner may appeal an assessment to district court pursuant to Minnesota Statute Section 429.081 by serving notice of the appeal upon the Mayor or Administrator of the City within 30 days after the adoption of the assessment and filing such notice with the district court within ten (10) days after service upon the Mayor or Administrator.

Dated: September 25, 2024

BY ORDER OF THE CITY COUNCIL

Jack Linehan
City Administrator

Published: September 25, 2024, Pioneer Press

**NOTICE OF HEARING
ON IMPROVEMENT RV 24-04
2024 PAVEMENT MANAGEMENT PROJECT
CITY OF FALCON HEIGHTS, MINNESOTA**

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An owner may appeal an assessment to district court pursuant to Minnesota Statute Section 429.081 by serving notice of the appeal upon the Mayor or Administrator of the City within 30 days after the adoption of the assessment and filing such notice with the district court within ten (10) days after service upon the Mayor or Administrator.

Dated: September 25, 2024

BY ORDER OF THE CITY COUNCIL

Jack Linehan
City Administrator

Published: September 25, 2024, Pioneer Press

RESOLUTION NO. 24-54
RESOLUTION ADOPTING AND CONFIRMING ASSESSMENTS FOR
2024 PAVEMENT MANAGEMENT PROJECT – ROSELAWN AVENUE

WHEREAS, pursuant to proper notice duly given as required by law, the council has met and heard and passed upon all objections to the proposed assessment for the 2024 Pavement Management Project, the improvement of the following streets by the installation of paving and necessary appurtenances:

- Roselawn Avenue, Snelling Avenue to Hamline Avenue

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

1. Such proposed assessment, a copy of which is attached hereto and made a part hereof, is hereby accepted and shall constitute the special assessment against the lands named therein, and each tract of land therein included is hereby found to be benefited by the proposed improvement in the amount of the assessment levied against it.
2. Such assessment shall be payable in equal annual principal installments extending over a period of seven (7) years, the first of the installments to be payable on or before the first Monday in January 2025, and shall bear interest at the rate of 5.91 percent per annum. To the first installment shall be added interest on the entire assessment from 30 days after the date of the adoption of this assessment resolution until December 31, 2024. To each subsequent installment, when due, shall be added interest for one year on all unpaid installments.
3. The owner of any property so assessed may, at any time prior to certification of the assessment to the county auditor, pay the whole of the assessment on such property, with interest accrued to the date of payment, to the City Administrator, except that no interest shall be charged if the entire assessment is paid within 30 days from the adoption of the assessment. An owner may at any time thereafter, pay to the county auditor the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 8 or interest will be charged through December 31 of the succeeding year.
4. The City Administrator shall forthwith transmit a certified duplicate of this assessment to the county auditor to be extended on the property tax lists of the county. Such assessments shall be collected and paid over in the same manner as other municipal taxes.

WHEREUPON said resolution was declared duly passed and adopted.

Moved by: Meyer

Approved by: 

Randy Gustafson

Mayor

Date 10/9/2024

GUSTAFSON 5 In Favor
LEEHY
MEYER 0 Against
WASSENBERG
MIELKE

Attested by: 

Jack Linehan

City Administrator

Date 10-9-24

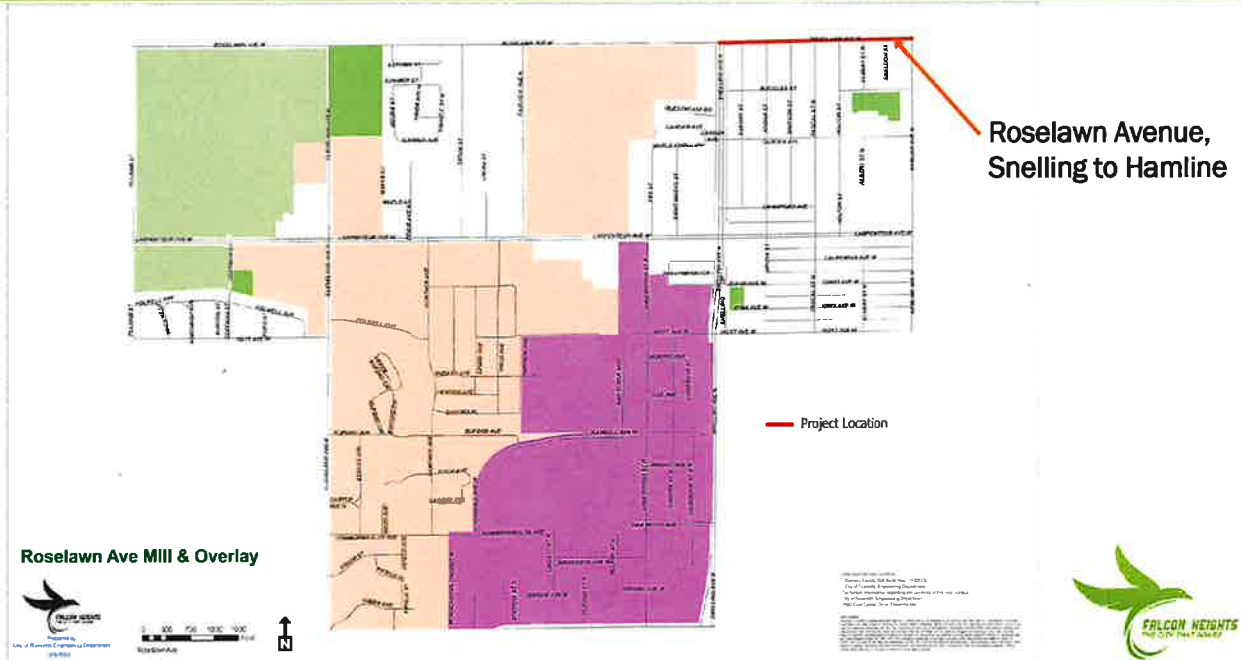
Parcel ID	Site Address	Tax Payer Name	Frontage (FT)	Assessable Footage (FT)	Assessment Rate (\$/FT)	Proposed Assessment Total (\$)
152923310026	1913 ALBERT ST N	PATRICIA J SIMMONS	133	133	18.76	2494.48
152923310025	1914 ALBERT ST N	FERN M SAURO	133	133	18.76	2494.48
152923320027	1914 ARONA ST	RONALD G BRISBOIS	133	133	18.76	2494.48
152923320028	1915 ARONA ST	JEFFREY S KOTTKE	133	133	18.76	2494.48
152923310097	1913 HAMLIN AVE N	DUSTIN J ELLIS	123	123	18.76	2306.92
152923310043	1914 HOLTON ST	DOROTHY T BAILEN	132	132	18.76	2475.72
152923310045	1444 ROSELAWN AVE	DANIEL RIES	75	75	18.76	1406.66
152923310046	1454 ROSELAWN AVE W	JOHN WILLIAM SMITH	114	114	18.76	2138.12
152923320001	1470 ROSELAWN AVE W	JINTAI LI	133	133	18.76	2494.48
152923310002	1912 SHELDON ST	RODNEY M SEBASTIAN TR	139	139	18.76	2607.01
152923310010	1913 SHELDON ST	MARILYN J HANSEN	137	137	18.76	2569.50
152923320015	1911 SIMPSON ST	JING YANG	133	133	18.76	2494.48
152923320014	1912 SIMPSON AVE	KATHLEEN A RIEWE	133	133	18.76	2494.48

2024 Pavement Management Project Assessment Hearing

October 9, 2024



Project Map



2024 PMP – Proposed Improvements

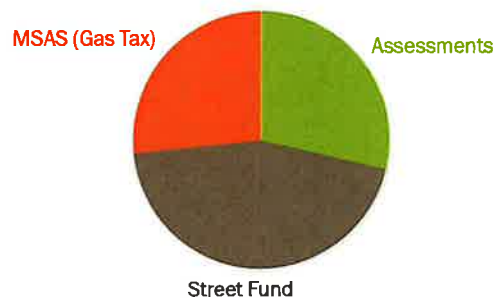
Roselawn Avenue:

- Mill Existing Pavement
- Repave 2" New Asphalt
- Curb and Gutter Spot Replacement
- Sidewalk repairs (Alt. 1, not assessed)



Projected Final Project Cost and Funding Sources

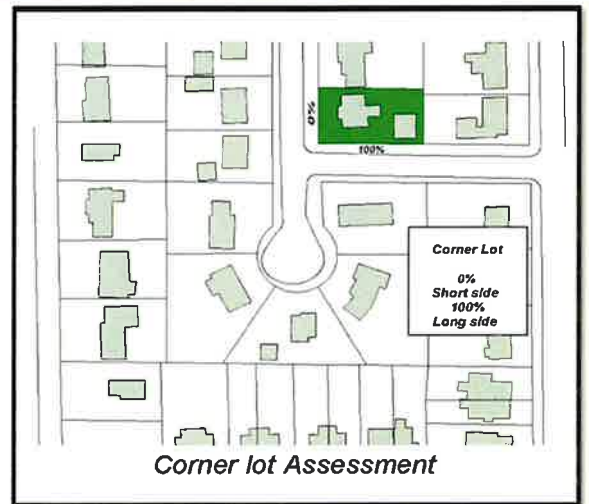
	Total Cost (with Alt. 1)	Total Assessable Cost*	Assessments	Street	MSAS
Roselawn Avenue	\$108,050.91	\$88,432.03	\$30,965.29	\$48,352.25	\$28,733.37
<i>*Includes incurred costs of \$8,500.00 for engineering and construction administration</i>					



Assessments - Policy

➤ Assessment Policy

- All parcels are residential lots, assessed 40% of the improvement cost for streets.
- Streets are assessed by the front footage of each lot.
- Residential corner lots are assessed 100% for the long side, 0% for the short side.
- Four parcels adjacent to the project are not assessed, as their adjacent side is the short side.



Assessments - Rates

Assessment Roll

- 13 Parcels

- Total Frontage = 1,886 feet (368 feet non-assessable)

- Final Assessment Rate = \$18.76/ft
 - Estimated assessment rate was \$19.94/ft

- Average Residential Assessment = \$2,381.95
 - Estimated average assessment rate was \$2,532.38



Assessments - Payment Options

- After assessment hearing:
 - ❖ Pay part or all up-front interest free in first 30 days – till November 8, 2024

 - ❖ Add to property taxes
 - ❖ First payment due in 2025 with property taxes
 - ❖ Length of payment period and interest rate set by City Council
 - ❖ 7 years (mill and overlay, alleyway)
 - ❖ Interest rate 5.91%

 - ❖ Hardship deferral
 - ❖ Homestead property
 - ❖ Age 65 or older, or retired by virtue of a disability
 - ❖ Payment would be a hardship based on tax returns
 - ❖ Assessment will accrue interest
 - ❖ Application available at City Hall



Appeals to District Court

Note:

In order to appeal to district court, the property owner must file a written, signed objection prior to the assessment hearing or present same to the presiding officer at the hearing.

The property owner must then also serve notice upon the Mayor or City Clerk within 30 days of adoption of the assessment roll.

The notice of appeal must be filed with the Clerk of the district court within ten (10) days after service on the City.



Requested Council Actions

- Open Public Hearing
- Approve resolution adopting and confirming assessment rolls for the 2024 Pavement Management Project; OR
- Table the resolution for consideration at the next Council meeting.

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PACKET: 03209 OCT 4 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
=====						
01-00255		AMERICAN OFFICE PRODUCTS				

I-7175		BUSINESS CARDS/ENVELOPES LETT	520.00			
10/04/2024	APBNK	DUE: 10/04/2024 DISC: 10/04/2024		1099: N		
		BUSINESS CARDS		101 4112-70100-000	SUPPLIES	164.00
		LETTERHEAD ENVELOPES		101 4112-70100-000	SUPPLIES	356.00
		=== VENDOR TOTALS ===	520.00			

=====						
01-05134		HEJNY RENTAL, INC.				

I-379964		CURB GUTTER REPAIRS STORM	151.50			
10/04/2024	APBNK	DUE: 10/04/2024 DISC: 10/04/2024		1099: N		
		CURB GUTTER REPAIRS STORM		602 4602-87000-000	REPAIR EQUIP/CATCH BASIN	151.50
		=== VENDOR TOTALS ===	151.50			

=====						
01-06002		NINENORTH				

I-2024-154		SEPT WEBSTREAMING/CABLECAST	770.18			
10/04/2024	APBNK	DUE: 10/04/2024 DISC: 10/04/2024		1099: N		
		SEPT WEBSTREAMING/CABLECAST		101 4116-85050-000	CABLE TV	770.18
		=== VENDOR TOTALS ===	770.18			

=====						
01-05374		TENNIS SANITATION LLC				

I-4090965		RECYCLING SEPT	9,446.75			
10/04/2024	APBNK	DUE: 10/04/2024 DISC: 10/04/2024		1099: N		
		RECYCLING SEPT		206 4206-82030-000	RECYCLING CONTRACTS	9,446.75

I-4090966		SWMT AND CEC CHARES SEP	66.50			
10/04/2024	APBNK	DUE: 10/04/2024 DISC: 10/04/2024		1099: N		
		SWMT AND CEC CHARES SEP		101 4131-87010-000	CITY HALL MAINTENANCE	66.50
		=== VENDOR TOTALS ===	9,513.25			

=====						
01-07898		WSB				

I-R-023655-000-11		COMM PARK PLANNING AUG	7,431.62			
10/04/2024	APBNK	DUE: 10/04/2024 DISC: 10/04/2024		1099: N		
		COMM PARK PLANNING AUG		403 4403-91500-000	COMMUNITY PARK LAND/BUIL	7,431.62
		=== VENDOR TOTALS ===	7,431.62			
		=== PACKET TOTALS ===	18,386.55			

PACKET: 03207 OCT 2 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
=====						
01-05422	BP					
I-202410028968		FUEL	1,149.70			
10/02/2024	APBNK	DUE: 10/02/2024 DISC: 10/02/2024		1099: N		
		FUEL		101 4141-74000-000	MOTOR FUEL & LUBRICANTS	157.74
		FUEL		101 4132-74000-000	MOTOR FUEL & LUBRICANTS	746.38
		FUEL		602 4602-74000-000	FUEL & LUBRICANTS	245.58
		=== VENDOR TOTALS ===	1,149.70			
=====						
01-05175	CONTINENTAL RESEARCH CORPORATI					
I-57836		SOAP DISPENSER SUPPLIES	700.00			
10/02/2024	APBNK	DUE: 10/02/2024 DISC: 10/02/2024		1099: N		
		SOAP DISPENSER SUPPLIES		101 4131-70110-000	SUPPLIES	700.00
		=== VENDOR TOTALS ===	700.00			
=====						
01-05290	GOODIN COMPANY					
I-2638225-00		FILTER DRINKING FOUNTAIN LOUN	230.52			
10/02/2024	APBNK	DUE: 10/02/2024 DISC: 10/02/2024		1099: N		
		FILTER DRINKING FOUNTAIN LOUNG		101 4131-70110-000	SUPPLIES	230.52
		=== VENDOR TOTALS ===	230.52			
=====						
01-05115	GOPHER STATE ONE CALL					
I-4090392		LOCATES	78.30			
10/02/2024	APBNK	DUE: 10/02/2024 DISC: 10/02/2024		1099: N		
		LOCATES		601 4601-88030-000	LOCATES	78.30
		=== VENDOR TOTALS ===	78.30			
=====						
01-05582	MENARDS					
I-202410028967		SIGNS/CONCRETE/PAINT/BOLTS/WA	781.24			
10/02/2024	APBNK	DUE: 10/02/2024 DISC: 10/02/2024		1099: N		
		STATE FAIR PARKING SIGNS		101 4132-70120-000	SUPPLIES	88.29
		SHADE SEED AND CONCRETE		101 4132-70120-000	SUPPLIES	44.70
		MONUMENT PAINT AND TRIM		419 4419-92008-000	CITY MONUMENT SIGNS	577.73
		MONUMENT PAINT AND TRIM		101 4131-70110-000	SUPPLIES	70.52
		=== VENDOR TOTALS ===	781.24			

PACKET: 03207 OCT 2 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
01-05752		UNIVERSAL TRUCK SERVICE LLC				

I-100837		SWEEPER INSPECTION DOT				180.20
10/02/2024	APBNK	DUE: 10/02/2024 DISC: 10/02/2024		1099: N		
		SWEEPER INSPECTION DOT		602 4602-87101-000	ANNUAL SWEEPER INSPECTIO	180.20
=== VENDOR TOTALS ===						180.20
=== PACKET TOTALS ===						3,119.96

PACKET: 03205 OCT 1 PAYABLES

VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-00028	ALLSTREAM					
I-20900291		EMERGENCY LANDLINE CITY HALL	119.13			
10/01/2024	APBNK	DUE: 10/01/2024 DISC: 10/01/2024		1099: N		
		EMERGENCY LANDLINE CITY HALL		101 4116-85010-000	TELEPHONE	119.13
		=== VENDOR TOTALS ===	119.13			
=====						
01-01039	BUGGS PEST CONTROL					
I-44202		PEST CONTROL	108.38			
10/01/2024	APBNK	DUE: 10/01/2024 DISC: 10/01/2024		1099: N		
		PEST CONTROL		101 4131-87010-000	CITY HALL MAINTENANCE	108.38
		=== VENDOR TOTALS ===	108.38			
=====						
01-05166	GRAINGER, W. W., INC.					
I-9254478336		SCREWS/RIVETS/FASTENRS	175.49			
10/01/2024	APBNK	DUE: 10/01/2024 DISC: 10/01/2024		1099: N		
		STEEL SCREWS		419 4419-92008-000	CITY MONUMENT SIGNS	80.81
		RIVETS		419 4419-92008-000	CITY MONUMENT SIGNS	79.40
		STAINLESS STEEL FASTENERS		419 4419-92008-000	CITY MONUMENT SIGNS	15.28
		=== VENDOR TOTALS ===	175.49			
=====						
01-05665	METROPOLITAN COUNCIL					
I-1178060		NOV WASTE WATER SVCS	63,338.36			
10/01/2024	APBNK	DUE: 10/01/2024 DISC: 10/01/2024		1099: N		
		NOV WASTE WATER SVCS		601 4601-85060-000	METRO SEWER CHARGES	63,338.36
		=== VENDOR TOTALS ===	63,338.36			
=====						
01-05784	UPPER CUT TREE SERVICES					
I-6133		STUMP GRINDING - 1485 HOYT	825.00			
10/01/2024	APBNK	DUE: 10/01/2024 DISC: 10/01/2024		1099: N		
		STUMP GRINDING - 1485 HOYT		101 4134-84040-000	STORM DAMAGE	825.00
		=== VENDOR TOTALS ===	825.00			
=====						
01-07898	WSB					
I-R-023472-12		LARPENTEUR SNELLING STUDY	3,558.50			
10/01/2024	APBNK	DUE: 10/01/2024 DISC: 10/01/2024		1099: N		
		LARPENTEUR SNELLING STUDY		101 4117-80450-000	SNELLING/LARP CORRIDOR S	3,558.50
		=== VENDOR TOTALS ===	3,558.50			

PACKET: 03205 OCT 1 PAYABLES

VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-05870	XCEL ENERGY					
<hr/>						
I-202410018965		ELECT	45.79			
10/01/2024	APBANK	DUE: 10/01/2024 DISC: 10/01/2024		1099: N		
		ELECT		209 4209-85020-000	STREET LIGHTING POWER	11.87
		ELECT		101 4141-85020-000	ELECTRIC/GAS	33.92
		=== VENDOR TOTALS ===	45.79			
		=== PACKET TOTALS ===	68,170.65			

PACKET: 03203 SEPT 30 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
=====						
01-05153	HOME DEPOT	CRC/GECP				
I-202409308961		CANVAS DROP CLOTH/SIGNS ST FA	39.26			
9/30/2024	APBNK	DUE: 9/30/2024 DISC: 9/30/2024		1099: N		
		CANVAS CROP CLOTH/TIMER TRIPPR		101 4131-70110-000	SUPPLIES	26.96
		STAE FAIR SIGN POSTS/STRIPS		101 4131-70110-000	SUPPLIES	12.30
		=== VENDOR TOTALS ===	39.26			
=====						
01-05451	MADISON NATIONAL LIFE	INS CO I				
I-169692		LTD AND STD INSURANCE OCT	129.71			
9/30/2024	APBNK	DUE: 9/30/2024 DISC: 9/30/2024		1099: N		
		LTD AND STD INSURANCE OCT		101 4112-89000-000	MISCELLANEOUS	129.71
		=== VENDOR TOTALS ===	129.71			
=====						
01-06483	SENTRY SYSTEMS, INC.					
I-796952		COMMERCIAL MONITORING	94.50			
9/30/2024	APBNK	DUE: 9/30/2024 DISC: 9/30/2024		1099: N		
		COMMERCIAL MONITORING		101 4131-87100-000	PANIC BUTTON SECURITY	94.50
		=== VENDOR TOTALS ===	94.50			
=====						
01-00935	ST PAUL REGIONAL WATER	SERVICE				
I-202409308962		H2O	177.66			
9/30/2024	APBNK	DUE: 9/30/2024 DISC: 9/30/2024		1099: N		
		H2O		101 4141-85040-000	WATER	39.24
		SS		101 4131-85040-000	WATER	12.33
		H2O		101 4131-85040-000	WATER	103.85
		H2O		601 4601-85075-000	CITY BUILDINGS SANITARY	22.24
		=== VENDOR TOTALS ===	177.66			
		=== PACKET TOTALS ===	441.13			

PACKET: 03200 SEPT 24 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
=====						
01-05931	COMPASS PEER GROUPS, LLC					
I-CP[G - 120524		CP[G ANNUAL CONF JACK &HANNA	350.00			
9/24/2024	APBNK	DUE: 9/24/2024 DISC: 9/24/2024		1099: N		
		CPG ANNUAL CONF JACK &HANNAH		101 4112-86100-000	CONFERENCES/EDUCATION/AS	350.00
		=== VENDOR TOTALS ===	350.00			
=====						
01-03583	DELL MARKETING L.P.					
I-10772719429		DELL LAPTOP COMPUTER	1,424.62			
9/24/2024	APBNK	DUE: 9/24/2024 DISC: 9/24/2024		1099: N		
		DELL LAPTOP COMPUTER		401 4401-90100-000	FURNITURE & EQUIPMENT	1,424.62
		=== VENDOR TOTALS ===	1,424.62			
=====						
01-05008	HUMANA INSURANCE CO					
I-673999198		VISION SEPT	78.21			
9/24/2024	APBNK	DUE: 9/24/2024 DISC: 9/24/2024		1099: N		
		VISION SEPT		101 4112-89000-000	MISCELLANEOUS	78.21
		=== VENDOR TOTALS ===	78.21			
=====						
01-05058	JOSH JORDAN					
I-202409248959		TAE KWON DO INSTR 8/20 TO 9/	742.40			
9/24/2024	APBNK	DUE: 9/24/2024 DISC: 9/24/2024		1099: Y		
		TAE KWON DO INSTR 8/20 TO 9/2		201 4201-87700-000	INSTRUCTOR-SPECIALTY CLA	742.40
		=== VENDOR TOTALS ===	742.40			
=====						
01-05884	LYNCH, HANNAH					
I-202409248958		MILEAGE REIMBURSEMENT	28.27			
9/24/2024	APBNK	DUE: 9/24/2024 DISC: 9/24/2024		1099: N		
		MILEAGE REIMBURSEMENT		101 4117-86010-000	MILEAGE	28.27
		=== VENDOR TOTALS ===	28.27			
=====						
01-05357	MINNESOTA POLLUTION CONTROL AG					
I-202409248956		RERESHER COURSE & EXAMS	1,280.00			
9/24/2024	APBNK	DUE: 9/24/2024 DISC: 9/24/2024		1099: N		
		REFRESHER COURSE SIMONS SR		601 4601-86110-000	MEMBERSHIPS	585.00
		REFRESHER COURSE POPE		601 4601-86110-000	MEMBERSHIPS	585.00
		EXAM DAVID SIMONS SR		601 4601-86110-000	MEMBERSHIPS	55.00
		EXAM DEAN POPE		601 4601-86110-000	MEMBERSHIPS	55.00
		=== VENDOR TOTALS ===	1,280.00			

PACKET: 03200 SEPT 24 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
=====						
01-07432		TOFT'S OUTDOOR SUPPLY				

I-4637		TREE LOG AND BRUSH DISPOSAL	165.00			
9/24/2024	APBNK	DUE: 9/24/2024 DISC: 9/24/2024		1099: N		
		TREE LOG AND BRUSH DISPOSAL		101 4134-84010-000	TREE TRIMMING	165.00
		=== VENDOR TOTALS ===	165.00			
=====						
01-05784		UPPER CUT TREE SERVICES				

I-6119		GRIND STUMPS AND REMOVALS	900.00			
9/24/2024	APBNK	DUE: 9/24/2024 DISC: 9/24/2024		1099: N		
		GRIND STUMPS AND REMOVALS		101 4134-84040-000	STORM DAMAGE	900.00
		=== VENDOR TOTALS ===	900.00			
=====						
01-05870		XCEL ENERGY				

I-202409248957		SIREN ELECT	31.23			
9/24/2024	APBNK	DUE: 9/24/2024 DISC: 9/24/2024		1099: N		
		SIREN ELECT		101 4121-85020-000	ELECTRIC	31.23
		=== VENDOR TOTALS ===	31.23			
		=== PACKET TOTALS ===	4,999.73			

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

PAY PERIOD ENDING 9/30/2024
DIRECT DEPOSIT EFFECTIVE DATE 9/25/2024

EMP #	NAME	AMOUNT
J022	RANDALL C GUSTAFSON	293.07
01-0023	MELANIE M LEEHY	262.05
01-0027	ERIC G MEYER	262.05
01-0028	JAMES J WASSENBERG	262.05
01-0029	PAULA MIELKE	262.05
01-1006	JACK LINEHAN	3,057.73
01-1027	KELLY A NELSON	2,666.92
01-1029	ELKE VAN DER WERFF	1,779.05
01-1136	ROLAND O OLSON	3,282.06
01-1162	ALYSSA LANDBERG	1,327.21
01-1028	HANNAH B LYNCH	2,982.01
01-1168	DEAN T POPE	1,725.88
1-1033	DAVE TRETSVEN	2,065.72
1-1143	COLIN B CALLAHAN	2,939.16

TOTAL PRINTED: 14 23,167.01

9-25-2024 6:11 AM PAYROLL CHECK REGISTER
PAYROLL NO: 01 City of Falcon Heights

PAGE: 1
PAYROLL DATE: 9/25/2024

EMP NO	EMPLOYEE NAME	TYPE	CHECK DATE	CHECK AMOUNT	CHECK NO.
1167	SIMONS, DAVID S	R	9/25/2024	1,569.55	093501

9-25-2024 6:11 AM PAYROLL CHECK REGISTER
PAYROLL NO: 01 City of Falcon Heights

PAGE: 2
PAYROLL DATE: 9/25/2024

*** REGISTER TOTALS ***

REGULAR CHECKS:	1	1,569.55
DIRECT DEPOSIT REGULAR CHECKS:	14	23,167.01
MANUAL CHECKS:		
PRINTED MANUAL CHECKS:		
DIRECT DEPOSIT MANUAL CHECKS:		
VOIDED CHECKS:		
NON CHECKS:		
TOTAL CHECKS:	15	24,736.56

*** NO ERRORS FOUND ***

END OF REPORT **

WIRE PAYMENTS

Sep 30 Payroll

Fed With	8,724.38
St With	1,605.41
Pera	5,042.99
ICMA	200.00
Levy	<u>225.83</u>

15,798.61

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REQUEST FOR COUNCIL ACTION

Meeting Date	October 9, 2024
Agenda Item	Consent G2
Attachment	Resolution 24-55
Submitted By	Hannah Lynch, Community Development Coordinator

Item	Support of Bay West’s Application for Ramsey County’s Environmental Response Fund Grant Program for 1407 Larpenteur
Description	<p>Redevelopment in Ramsey County often means addressing legacy environmental issues or “brownfields.” An Environmental Response Fund (ERF) grant program provides resources to offset the cost of environmental assessment and cleanup of contaminated sites.</p> <p>1407 Larpenteur Ave W, the site of the former Get Pressed dry-cleaning business, is a property that has been condemned and has been identified as a source of blight within the community. Recently there have been discussions about possible redevelopment there to include residential townhomes, and in early 2024 the MPCA began conducting site investigation work to determine the sources and types of contamination, as well as create a Response Action Plan.</p> <p>The next step in this process is to begin the cleanup process. Bay West is assisting 1407 Larpenteur in the Ramsey County Environmental Response Fund grant program to apply for funding for this process. Bay West is a company that investigates, designs, and performs environmental work. They are the group contracted with MPCA working on the environment investigation at the same site, and will be working with the property owner to develop this grant application. As part of this grant application, a resolution of support from the municipality is required.</p>
Budget Impact	N/A
Attachment(s)	<ul style="list-style-type: none"> • Ramsey County Environmental Response Fund - Fact Sheet • Resolution 24-55 in Support of Bay West’s Application for Ramsey County’s Environmental Response Fund Grant Program for 1407 Larpenteur
Action(s) Requested	Staff recommend approval of Resolution in Support of Bay West’s Application for Ramsey County’s Environmental Response Fund Grant Program for 1407 Larpenteur.

As Minnesota’s most densely populated, fully built-out county, new development in Ramsey County means redevelopment. Often this means addressing historical environmental issues, including known or potential contaminants. Since 2004, Ramsey County has offered an Environmental Response Fund (ERF) to offset the additional costs and liabilities associated with redevelopment, and to position infill sites for private investment – enabling new jobs, housing, and other community-benefitting uses. Many brownfields are located next to existing infrastructure, transit networks and other services, making them especially desirable for redevelopment. The ERF is funded by a mortgage registry and deed tax of 1/100% on most property sale transactions (approximately \$25 from the county’s median home price of \$240,000 in 2018). Funding is split equally between the City of Saint Paul and its surrounding suburbs and has been a critical tool in reviving the urban and suburban core of the Twin Cities Metropolitan Area.

BY THE NUMBERS	BENEFITS TO RAMSEY COUNTY RESIDENTS
 330 Acres of Land Remediated	<ul style="list-style-type: none"> • Removes unsafe and unhealthy property.
 4,399 Jobs Created	<ul style="list-style-type: none"> • Converts environmentally unsound property to productive use.
 1,944 Housing Unit - Market Rate	<ul style="list-style-type: none"> • Enables local economic growth and investment.
 600 Housing Units - Affordable	<ul style="list-style-type: none"> • Efficient use of existing infrastructure.
	<ul style="list-style-type: none"> • Reduced urban sprawl and land conservation.
	<ul style="list-style-type: none"> • Air and water quality improvements.
	<ul style="list-style-type: none"> • Opportunity to increase development density.
	<ul style="list-style-type: none"> • Removes unsafe and unhealthy property.

Environmental Response Fund Projects

Allianz Field – Saint Paul



Bounded by I-94 and busy Snelling and University avenues in Saint Paul’s Midway neighborhood, this 21-acre site was the former home of a transit facility and historic manufacturing activities dating back over 100 years.

A \$325,000 ERF grant, together with other resources, enabled extensive site remediation and innovative environmental responses to the site, including a stacked green infrastructure system servicing the entire super block around the stadium. Allianz Field, the new home of Minnesota United FC, opened in the spring of 2019, creating 100 full-time and 480 part-time uses within the stadium. The project has been a catalyst for significant mixed-use redevelopment throughout the surrounding neighborhood.

Colder Products - Roseville



A 10-acre former truck service center was one of the last parcels within the Twin Lakes redevelopment area of northwest Roseville. Contaminated groundwater onsite posed a barrier to redevelopment. Local company Colder Products sought a consolidated location for its headquarters and nearly 400 employees.

A \$300,000 ERF grant enabled response actions to ready the site for reuse. The new headquarters will be completed in mid-2020 with an estimated valuation of \$14.9 million.

The Boulevard Apartments – Mounds View



A 3.25-acre infill site located along Mounds View Boulevard provided an opportunity for much-needed workforce housing within the City of Mounds View. Prior uses included residential units and a former gas station. Ramsey County served as a funding partner with a \$72,000 ERF grant for asbestos remediation.

Today the site is home to 60 units of apartment units affordable to renters with incomes of 60% of Area Median Income, located close to retail and transit connections.

New Brighton Exchange – New Brighton



This 100-acre site represents the largest redevelopment project in the City of New Brighton's history. Comprised of 15 historic properties, numerous petroleum leak sites, two state superfunds sites and former landfills, the project faced extraordinary challenges to redevelopment.

A \$725,000 ERF grant enabled correction of the myriad environmental, geotechnical, and infrastructure issues throughout the project area. The site now hosts two new corporate headquarters, and over 1000 total jobs and total and creation of 350 units of housing units, 60 of which are affordable.

Schmidt Artist Lofts – Saint Paul



The Schmidt Artist Lofts redevelopment project involved renovation and rehabilitation of a historically significant former brewery complex into 260 affordable artist live-work apartment and townhome units, providing much needed workforce housing in the West 7th neighborhood of Saint Paul, and preserving the Brew House and Bottling House as the centerpiece of the newly created Jacob Schmidt Brewing Company Historic District.

A \$300,000 ERF grant helped enable extensive site remediation, including removal of more than 30,000 tons of contaminated fill soils and four fuel storage tanks. More recently, the site is now home to the thriving Keg and Case food hall.

The Environmental Response Fund furthers the county's goals of strengthening community health, safety and well-being through environmental stewardship, and cultivating economic prosperity and investment.

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CITY OF FALCON HEIGHTS
COUNCIL RESOLUTION

October 9, 2024

No. 24-55

RESOLUTION IN SUPPORT OF BAY WEST'S APPLICATION FOR RAMSEY COUNTY'S
ENVIRONMENTAL RESPONSE FUND GRANT PROGRAM FOR 1407 LARPENTEUR

WHEREAS, Ramsey County has offered an Environmental Response Fund (ERF) to offset the costs and liabilities associated with redevelopment; and

WHEREAS, the ERF looks to position infill sites for private investment; and

WHEREAS, the site of the former dry-cleaning business, Get Pressed, located at 1407 Larpenteur Ave W is a site where redevelopment has been proposed; and

WHEREAS, for redevelopment to occur on this site, contaminants must be cleaned up to convert environmentally unsound property to productive use; and

WHEREAS, this process enables local economic growth and investment and efficient use of existing infrastructure.

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

1. That the City fully supports Bay West's application to seek funding from Ramsey County for the Environmental Response Fund grant program for the property located at 1407 Larpenteur Ave W, Ramsey County Tax Parcels 152923340061 and 152923340062.

Adopted by the Falcon Heights City Council this 9th day of October, 2024.

Moved by:

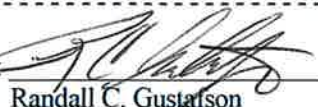
Mielke

GUSTAFSON
LEEHY
MEYER
WASSENBERG
MIELKE

5 In Favor

0 Against

Approved by:


Randall C. Gustafson
Mayor

Attested by:


Jack Lincian
City Administrator

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REQUEST FOR COUNCIL ACTION

Meeting Date	October 9, 2024
Agenda Item	H1
Attachment	Resolution 24-56
Submitted By	Jennifer Lowry, Interim City Engineer

Item	Order Feasibility Report for Street Construction of 2025 Pavement Management Program (Project FH 25-01).
Description	<p>Falcon Heights' pavement management program provides maintenance and rehabilitation of the city's street system as identified in the Capital Improvement Plan (CIP). The aim of the program is to maintain and rehabilitate the street infrastructure, provide timely maintenance to reduce long-term costs, and improve the quality of city infrastructure.</p> <p>Falcon Heights has identified the Falcon Woods and Northome neighborhoods for rehabilitation as the 2025 Pavement Management Project (Project FH 25-01) which includes:</p> <p>Falcon Woods Neighborhood: Autumn Street, Prior Avenue N, Summer Street, Moore Street, Howell Street N and Garden Avenue.</p> <p>Northome Neighborhood: California Ave W, Idaho Ave W, and Iowa Ave W.</p> <p>The project is proposed to include reconstruction and full depth reclamation of the streets in the Falcon Woods neighborhood, mill and overlay of the streets in the Northome neighborhood, paving a new asphalt layer, pathway replacement, storm basin upgrades, spot curb and gutter repair and minor utility work.</p> <p>The project is scheduled to be bid in the winter of 2025 if approved by council for construction in the spring/summer of 2025.</p> <p>A portion of the improvement cost is proposed to be assessed. The approval of the attached resolution is required for the Minnesota Chapter 429 Assessment Process to order the preparation of the feasibility report. The report will discuss the project need, estimate costs, cost effectiveness, available funding and the preliminary assessment roll.</p>

Budget Impact	<p>This project has the following financial implications for the city and property owners along the streets being considered for rehabilitation:</p> <ul style="list-style-type: none"> • Assessments levied in accordance with the City’s assessment policy. • Use of Municipal State Aid (MSA) and street infrastructure funds to pay the City’s portion of the project. • Expenditure of utility fund dollars to pay for repairs needed to the existing utility system.
Attachment(s)	<ul style="list-style-type: none"> • Resolution 24-56
Action(s) Requested	<p>Approve resolution to Order Feasibility Report for Falcon Woods and Northome Pavement Management Project (Project FH 25-01).</p>

CITY OF FALCON HEIGHTS
COUNCIL RESOLUTION

October 9, 2024

No. 24-56


**RESOLUTION ORDER FEASIBILITY REPORT FOR FALCON WOODS AND
NORTHOME PAVEMENT MANAGEMENT PROJECT FH 25-01**

WHEREAS, It is proposed to improve the Falcon Woods and Northome neighborhoods which includes; Autumn Street, Prior Avenue N, Summer Street, Moore Street, Howell Street N and Garden Avenue (Falcon Woods); and California Ave W, Idaho Ave W, and Iowa Ave W (Northome); and to assess the benefitted properties for all or a portion of the cost of the improvement, pursuant to Minnesota Statutes, Chapter 429,


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

- That the proposed improvement, called Improvement FH 25-01, Falcon Woods and Northome Pavement Management Project, be referred to the Interim-City Engineer for study and that the engineer is instructed to report to the council with all convenient speed advising the council in a preliminary way as to whether the proposed improvement is necessary, cost-effective, and feasible; whether it should best be made as proposed or in connection with some other improvement; the estimated cost of the improvement as recommended; and a description of the methodology used to calculate individual assessments for affected parcels.

Moved by: Wassenberg

Approved by: 
Randy Gustafson
Mayor
October 9, 2024

GUSTAFSON 5 In Favor
LEEHY
MEYER 0 Against
WASSENBERG
MIELKE

Attested by: 
Jack Linehan
City Administrator
October 9, 2024

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REQUEST FOR COUNCIL ACTION

Meeting Date	October 9, 2024
Agenda Item	Policy H2
Attachment	See below.
Submitted By	Hannah Lynch, Community Development Coordinator

Item	Acceptance of Metropolitan Council Livable Communities Act (LCA) Pre-Development Grant Program Award for Amber Flats
Description	<p>The City of Falcon Heights and Buhl Larpenteur West, LLC have received a grant from the Metropolitan Council’s Livable Communities Act Pre-Development Grant program for the Amber Flats project at 1644 Snelling Avenue in the amount of \$204,000.</p> <p>City Council approved Resolution 24-30 on April 10, 2024 which allowed staff to apply for the grant.</p> <p>The City and Buhl Larpenteur West, LLC (the developer of the Amber Flats project) prepared a grant application for final design concepts and a final stormwater management plan.</p> <p>The City received notice of approval of the grant award in July of 2024.</p> <p>In August, the City considered award of the grant to Buhl Larpenteur West LLC. As the parent company of the project, Buhl Investors, had active rental license violations at 1667 Snelling Ave W (Amber Union Apartments), the City Council motioned to table the award until September 11th to ensure the applicant was in good standing with the City. Some of the violations took time to resolve, but as of October 3rd the major violations have been addressed.</p>
Budget Impact	The grant is in the amount of \$204,000. This grant and related activity are not forecasted to have direct impact on the budget. It is a pass-through grant which will be directed to Buhl Larpenteur West, LLC for development activities at Amber Flats.
Attachment(s)	<ul style="list-style-type: none"> • Resolution 24-57 Authorizing Metropolitan Livable Communities Act Grant Agreement for Amber Flats • Resolution 24-58 Approving Subgrant Agreement with Buhl Larpenteur West, LLC for Metropolitan Livable Communities Act Grant Funds for Amber Flats • Metropolitan Livable Communities Act Grant Agreement

	<ul style="list-style-type: none"> • Metropolitan Livable Communities Demonstration Pre-Development Grant Program, Sub-Grant Agreement
Action(s) Requested	<p>Staff recommends a motion to approve Resolutions 24-57 and 24-58 to accept the award from the Metropolitan Council's Livable Communities Act, enter into a subgrant agreement with Buhl Larpenteur West, LLC for the distribution of the grant funds, and grant authority to the City Administrator to sign all documents related to accepting the grant.</p>

**CITY OF FALCON HEIGHTS
COUNCIL RESOLUTION**

October 9, 2024

No. 24-57

**RESOLUTION AUTHORIZING METROPOLITAN LIVABLE COMMUNITIES ACT
GRANT AGREEMENT FOR AMBER FLATS**

WHEREAS, the City of Falcon Heights (“City”) applied for the Pre-Development Grant Program funds through the Metropolitan Livable Communities Act Fund and was awarded \$204,000 (“Grant Funds”) to assist with architectural design and development of a stormwater management plan of the Buhl Larpenteur West, LLC (“Buhl”) development of a multifamily rental housing facility which includes 92 affordable apartments (“Project”) within the City;

WHEREAS, the City has been awarded the Grant Funds for the Project and, as a condition of funding, is required to enter into the Metropolitan Livable Communities Act Grant Agreement attached hereto (“Grant Agreement”);

WHEREAS, the City agrees to the terms and obligations contained in the Grant Agreement and desires to enter into the Grant Agreement;

WHEREAS, the City has the institutional, managerial and financial capability to ensure adequate administration of the Project;

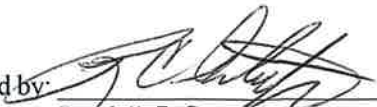
WHEREAS, the City will comply with all applicable laws and regulations as stated in the Grant Agreement governing the Grant Funds;

WHEREAS, the City will require that Buhl execute the necessary grant documents as a condition of release of the Grant Funds for the Project; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Falcon Heights, Minnesota, that the Grant Agreement is hereby in all respects approved and that the Mayor and City Administrator are hereby authorized to execute the Grant Agreement on behalf of the City and to carry out, on behalf of the City, the City’s obligations thereunder.

ADOPTED this 9th day of October, 2024 by the City Council of Falcon Heights, Minnesota.

Moved by: Leehy

Approved by: 
Randall C. Gustafson
Mayor

GUSTAFSON 4 In Favor
LEEHY
MEYER 1 Against
MIELKE
WASSENBERG

Attested by: 
Jack Linehan
City Administrator

CITY OF FALCON HEIGHTS
COUNCIL RESOLUTION

October 9, 2024

No. 24-58

**A RESOLUTION APPROVING SUBGRANT AGREEMENT WITH BUHL LARPEN TEUR
WEST, LLC FOR METROPOLITAN LIVABLE COMMUNITIES ACT GRANT FUNDS FOR
AMBER FLATS**

WHEREAS, Buhl GTA, LP, limited partnership ("Buhl") is proposing to construct a 92-unit multi-family rental housing project ("Project") to be located at 1644 Larpenteur Ave W., Falcon Heights; and

WHEREAS, the City has previously applied for and received a Metropolitan Livable Communities Act grant from the Metropolitan Council in the amount of \$204,000.00 in connection with the Developer's construction of the Project, and approved execution of a grant agreement for the grant on September 11, 2024; and

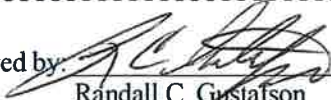
WHEREAS, the City and Buhl must enter into a subgrant agreement to fund part of the cost of the project; and

WHEREAS, the City will disburse grant funds in response to written payment requests submitted by Buhl upon receipt of the funds from the Metropolitan Council.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Falcon Heights, Minnesota, that the subgrant agreement documents with Buhl are hereby in all respects approved to be issued to Buhl for final authorization and signatures.

ADOPTED this 9th day of October, 2024 by the City Council of Falcon Heights, Minnesota.

Moved by: Leehy

Approved by: 
Randall C. Gustafson
Mayor

GUSTAFSON	<u>4</u>	In Favor
LEEHY		
MEYER	<u>1</u>	Against
MIELKE		
WASSENBERG		

Attested by: 
Jack Linehan
City Administrator

**LIVABLE COMMUNITIES ACT
PRE-DEVELOPMENT GRANT PROGRAM**

GRANTEE: City of Falcon Heights	GRANT NO. SG-21179
PROJECT: Amber Flats Affordable Housing	
GRANT AMOUNT: \$204,000	CYCLE: 2024 - Round 1
COUNCIL ACTION: June 12, 2024	EXPIRATION DATE: June 30, 2026

**METROPOLITAN LIVABLE COMMUNITIES ACT
GRANT AGREEMENT**

THIS GRANT AGREEMENT (“Agreement”) is made and entered into by the Metropolitan Council (“Council”) and the Municipality, County or Development Authority identified above as “Grantee.”

WHEREAS, Minnesota Statutes section 473.251 creates the Metropolitan Livable Communities Fund, the uses of which fund must be consistent with and promote the purposes of the Metropolitan Livable Communities Act (“LCA”) and the policies of the Council’s Metropolitan Development Guide; and

WHEREAS, Minnesota Statutes sections 473.251 and 473.253 establish within the Metropolitan Livable Communities Fund a Livable Communities Demonstration Account and require the Council to use the funds in the account to make grants or loans to municipalities participating in the Local Housing Incentives Program under Minnesota Statutes section 473.254 or to Counties or Development Authorities to fund the initiatives specified in Minnesota Statutes section 473.25(b) in Participating Municipalities; and

WHEREAS, the Grantee is a Municipality participating in the Local Housing Incentives Account program under Minnesota Statutes section 473.254, a County, or a Development Authority; and

WHEREAS, the Council allocated a portion of its Livable Communities Demonstration Account funds to a Livable Communities Act Pre-Development Grant Program to help Municipalities implement community development objectives; and

WHEREAS, the Grantee seeks funding in connection with an application for Livable Communities Act Pre-Development Grant Program funds submitted in response to the Council’s notice of availability of grant funds for the “Funding Cycle” identified above and will use the grant funds made available under this Agreement to help fund the “Pre-Development Project” within the “Project Area” as described in the application; and

WHEREAS, the Council awarded Livable Communities Act Pre-Development Grant Program funds to the Grantee with the understanding that the Pre-Development Project described in the application will proceed to completion in a timely manner and all grant funds will be expended prior to the “Expiration Date” identified above.

LIVABLE COMMUNITIES ACT
PRE-DEVELOPMENT GRANT PROGRAM

NOW THEREFORE, in reliance on the above statements and in consideration of the mutual promises and covenants contained in this Agreement, the Grantee and the Council agree as follows:

I. DEFINITIONS

1.01. Definition of Terms. The terms defined in this section have the meanings given them in this section unless otherwise provided or indicated by the context.

- (a) **Council Action.** “Council Action” means the action or decision of the governing body of the Metropolitan Council, on the meeting date identified at Page 1 of this Agreement, by which the Grantee was awarded Livable Communities Act Pre-Development Grant Program funds.
- (b) **County.** “County” means Anoka, Carver, Dakota, Hennepin, Ramsey, Scott, and Washington Counties.
- (c) **Development Authority.** “Development Authority” means a statutory or home rule charter city, a housing and redevelopment authority, an economic development authority, or a port authority in the Metropolitan Area.
- (d) **Future Development Project.** “Future Development Project” means the future development project described in the Grantee’s application for Livable Communities Act Pre-Development Grant Program funds that through its design and execution will deliver benefits such as housing, connections, and/or jobs to the region. The Future Development Project for which the grant funds were awarded must be undertaken within the Project Area. The Future Development Project may recognize or acknowledge regional park lands and regional trails that cross through or are located adjacent to the Project Area, but the Pre-Development Project may not include regional park lands.
- (e) **Metropolitan Area.** “Metropolitan Area” means the seven-county metropolitan area as defined by Minnesota Statutes section 473.121, subdivision 2.
- (f) **Municipality.** “Municipality” means a statutory or home rule charter city or town participating in the Local Housing Incentives Account Program under Minnesota Statutes section 473.254.
- (g) **Participating Municipality.** “Participating Municipality” means a statutory or home rule charter city or town which has elected to participate in the Local Housing Incentive Account program and negotiated affordable and life-cycle housing goals for the Municipality pursuant to Minnesota Statutes section 473.254.
- (h) **Pre-Development Project.** “Pre-Development Project” means the grant-funded activities for which funding is requested in the Grantee’s application for Livable Communities Act Pre-Development Grant Program funds.
- (i) **Project Area.** “Project Area” means the specific geographic area (or areas) within which the Future Development Project must be undertaken and within which the Pre-Development Project will be conducted as described in the Grantee’s application. The Project Area cannot include regional park lands. The Project Area may include regional trails that cross through

LIVABLE COMMUNITIES ACT
PRE-DEVELOPMENT GRANT PROGRAM

or are located adjacent to the Project Area, but neither the Future Development Project nor the Pre-Development Project may provide for the alteration or elimination of any regional park lands or trails.

II. GRANT FUNDS

2.01. Source of Funds. The grant funds made available to the Grantee under this Agreement are from the Livable Communities Demonstration Account of the Metropolitan Livable Communities Fund. The grant funds are derived from the property tax authorized by Minnesota Statutes section 473.253, subdivision 1, and are not from State or federal sources.

2.02. Grant Amount. The Council will grant to the Grantee the “Grant Amount” identified at Page 1 of this Agreement. The Council’s obligation to prepay or reimburse the Grantee for eligible grant-funded expenditures shall not exceed the Grant Amount. Notwithstanding any other provision of this Agreement, the Grantee understands and agrees that any reduction or termination of Livable Communities Demonstration Account funds made available to the Council may result in a like reduction in the Grant Amount made available to the Grantee.

2.03. Authorized Use of Grant Funds. The Grant Amount made available to the Grantee under this Agreement shall be used only for the purposes and activities described in the application for Livable Communities Act Pre-Development Grant Program funds. A Pre-Development Project summary (“Project Summary”) that describes eligible uses of the grant funds as approved by the Council is attached to and incorporated into this Agreement as Attachment A. Aerial photography or drawings that identify the specific location(s) within the Pre-Development Project boundaries or the Site(s) for which grant funds must be used is attached to and incorporated into this Agreement as Attachment B. Grant funds must be used to fund the initiatives specified in Minnesota Statutes section 473.25(b), in a Participating Municipality.

2.04. Ineligible Uses. Grant funds must be used for eligible costs directly associated with the Pre-Development Project activities for which the Council awarded grant funds. A detailed list of ineligible and eligible costs is available from the Community Development/Metropolitan Transportation Services Finance and Administration Department. Grant funds also shall not be used by the Grantee or others to supplant or replace: (a) grant or loan funds obtained for the Pre-Development Project from other sources; or (b) Grantee contributions to the Pre-Development Project, including financial assistance or other resources of the Grantee; or (c) funding or budgetary commitments made by the Grantee or others prior to the Council Action, unless specifically authorized in Attachment A. The Council shall bear no responsibility for cost overruns which may be incurred by the Grantee or others in the implementation or performance of the Pre-Development Project activities. The Grantee agrees to comply with any “business subsidy” requirements of Minnesota Statutes sections 116J.993 to 116J.995 that apply to the Grantee’s expenditures or uses of the grant funds.

2.05. Restrictions on Loans. The Grantee shall not use the grant funds to make loans to any subgrantee, subrecipient, or contractor and the Grantee shall not permit any subgrantee, subrecipient, or contractor to use the grant funds for loans to any subrecipient at any tier. The requirements of this Section 2.05 shall be included in all subgrant and subrecipient agreements, and contracts.

LIVABLE COMMUNITIES ACT
PRE-DEVELOPMENT GRANT PROGRAM

2.06. Pre-Development Project Changes. The Grantee must promptly inform the Council in writing of any significant changes to the Pre-Development Project activities described or identified in Attachments A and B. Failure to inform the Council of any significant changes to the Pre-Development Project or significant changes to grant-funded Pre-Development Project activities, and use of grant funds for ineligible or unauthorized purposes, may jeopardize the Grantee's eligibility for future LCA awards. Grant funds will not be disbursed prior to Council approval of significant changes to the Pre-Development Project or to the grant-funded activities described or identified in Attachments A and B.

2.07. Budget Variance. The Grantee may reallocate up to twenty percent (20%) of the Grant Amount among the grant-funded activities, provided: (a) the grant funds may be used only for Pre-Development Project activities for which the Council awarded the grant funds; (b) the reallocation does not significantly change the Pre-Development Project deliverables; and (c) the Grantee receives written permission from Council staff prior to reallocating any grant funds. Council staff may administratively approve budget reallocation requests that exceed twenty percent (20%) of the Grant Amount only if the reallocation does not significantly change the Pre-Development Project deliverables. Notwithstanding the aggregate or net effect of any variances, the Council's obligation to provide grant funds under this Agreement shall not exceed the Grant Amount identified at Page 1 of this Agreement.

2.08. Loss of Grant Funds. The Grantee agrees to remit to the Council in a prompt manner: any unspent grant funds, including any grant funds that are not expended prior to the Expiration Date identified at Page 1 of this Agreement; any grant funds that are not used for the authorized purposes; and any interest earnings described in Section 2.11 that are not used for the purposes of implementing the grant-funded Pre-Development Project activities described or identified in Attachments A and B. For the purposes of this Agreement, grant funds are "expended" prior to the Expiration Date if the Grantee pays or is obligated to pay for expenses of eligible grant-funded Pre-Development Project activities that occurred prior to the Expiration Date and the eligible expenses were incurred prior to the Expiration Date. Unspent or unused grant funds and other funds remitted to the Council shall revert to the Council's Livable Communities Demonstration Account for distribution through application processes in future Funding Cycles or as otherwise permitted by law.

2.09. Payment Requests and Disbursements. Except for prepaid grant funds disbursed under Section 2.10, the Council will disburse grant funds in response to payment requests submitted by the Grantee through the Council's online grants management system and reviewed and approved by the Council's authorized agent. The Council will make the final determination whether the expenditures are eligible for reimbursement under this Agreement and verify the total amount requested from the Council. Reimbursement of any cost does not constitute a waiver by the Council of any Grantee noncompliance with this Agreement.

The Council shall disburse grant funds for all grant-eligible expenditures within thirty-five (35) days of the receipt of satisfactory documentation from the Grantee. **NOTWITHSTANDING THE PROVISIONS OF SECTIONS 2.09 AND 2.10, THE COUNCIL WILL NOT DISBURSE ANY GRANT FUNDS TO THE GRANTEE UNLESS THE GOVERNING BODY OF THE GRANTEE (OR THE PARTICIPATING MUNICIPALITY WITHIN WHICH THE PRE-DEVELOPMENT PROJECT IS LOCATED) HAS ADOPTED A FAIR HOUSING POLICY AS REQUIRED BY SECTION 5.12.**

LIVABLE COMMUNITIES ACT
PRE-DEVELOPMENT GRANT PROGRAM

2.10 Prepayment of Grant Funds. If requested by the Grantee, the Council will disburse to the Grantee a prepayment of up to \$50,000 or 50 percent of the Grant Amount, whichever amount is less. The Council will make this prepayment within 35 days after the Grantee submits to the Council both a copy of an executed subrecipient agreement or contract between the Grantee and its subrecipient(s) or contractor(s)/consultant(s), and an invoice for prepayment. Each subrecipient agreement or contract must clearly identify: the name of the subrecipient, contractor, or consultant; the date the subrecipient agreement or contract was executed; the grant-eligible activity or activities for which the grant funds will be used; the cost per hour or cost per unit; the quantity of service or goods; the total cost of the service or deliverables; and the type of service rendered or deliverables provided. The Council will disburse the balance of the Grant Amount on a reimbursement or cost-incurred basis under Section 2.09. As part of the Final Report required under Section 3.03, the Grantee will submit documentation showing: the service or deliverables paid for with prepaid grant funds were completed or provided; the actual cost of those service or deliverables; and how any interest income from prepaid grant funds was used.

2.11. Interest Earnings. If the Grantee earns any interest or other income from the grant funds received from the Council under this Agreement, the Grantee will use the interest earnings or income only for the purposes of implementing the Pre-Development Project activities described or identified in Attachments A and B.

III. ACCOUNTING, AUDIT AND REPORT REQUIREMENTS

3.01. Accounting and Records. The Grantee agrees to establish and maintain accurate and complete accounts and records relating to the receipt and expenditure of all grant funds received from the Council. Notwithstanding the expiration and termination provisions of Sections 4.01 and 4.02, such accounts and records shall be kept and maintained by the Grantee for a period of six (6) years following the completion of the Pre-Development Project activities described or identified in Attachments A and B or six (6) years following the expenditure of the grant funds, whichever occurs earlier. Accounting methods shall be in accordance with generally accepted accounting principles.

3.02. Audits. The above accounts and records of the Grantee shall be audited in the same manner as all other accounts and records of the Grantee are audited and may be audited or inspected on the Grantee's premises or otherwise by individuals or organizations designated and authorized by the Council at any time, following reasonable notification to the Grantee, for a period of six (6) years following the completion of the Pre-Development Project activities or six (6) years following the expenditure of the grant funds, whichever occurs earlier. Pursuant to Minnesota Statutes section 16C.05, subdivision 5, the books, records, documents and accounting procedures and practices of the Grantee that are relevant to this Agreement are subject to examination by the Council and either the Legislative Auditor or the State Auditor, as appropriate, for a minimum of six (6) years.

3.03. Report Requirements. The Grantee will report to the Council on a semi-annual basis by January 31 (for the period July 1 through December 31) and July 31 (for the period January 1 through June 30) of each calendar year during the term of this Agreement. The Grantee reports shall describe the status of the Pre-Development Project activities described or identified in Attachments A and B. The reports shall also describe the project spending for the current reporting period and projected spending for future reporting periods. The Grantee must complete and submit to the Council a Final Report before the final disbursement of grant funds will be approved. The form and content of the

LIVABLE COMMUNITIES ACT
PRE-DEVELOPMENT GRANT PROGRAM

Final Report will be determined by the Council. These reporting requirements shall survive the expiration or termination of this Agreement.

IV. AGREEMENT TERM

4.01. Term and Closeout. This Agreement is effective (the “Effective Date”) upon execution of this Agreement by the Council. Unless terminated pursuant to Section 4.02, this Agreement expires on the “Expiration Date” identified at Page 1 of this Agreement. Failure of the Grantee to timely execute this Agreement does not extend the Expiration Date. The Grantee has 120 calendar days after the Expiration Date to provide documentation and information necessary to closeout this Agreement and receive disbursements for eligible grant-funded Pre-Development Project activities as prescribed in Section 2.03. If the Grantee fails to provide necessary documentation and information during this 120-day closeout period, the Grantee shall not be eligible to receive any unpaid grant funds and the Council will not disburse any unpaid grant funds to the Grantee. This 120-day closeout period does not extend any Grantee reporting deadlines established in this Agreement or authorize the Grantee to expend or commit any grant funds after the Expiration Date. **ALL GRANT FUNDS NOT EXPENDED BY THE GRANTEE AND REQUESTED FOR REIMBURSEMENT PRIOR TO THE END OF THE TERM SHALL REVERT TO THE COUNCIL.**

4.02. Termination. This Agreement may be terminated by the Council for cause at any time upon fourteen (14) calendar days’ written notice to the Grantee. Cause shall mean a material breach of this Agreement and any amendments of this Agreement. If this Agreement is terminated prior to the Expiration Date, the Grantee shall receive payment on a pro rata basis for eligible Pre-Development Project activities described or identified in Attachments A and B that have been completed prior to the termination. Termination of this Agreement does not alter the Council’s authority to recover grant funds on the basis of a later audit or other review and does not alter the Grantee’s obligation to return any grant funds due to the Council as a result of later audits or corrections. If the Council determines the Grantee has failed to comply with the terms and conditions of this Agreement and the applicable provisions of the Metropolitan Livable Communities Act, the Council may take any action to protect the Council’s interests and may refuse to disburse additional grant funds and may require the Grantee to return all or part of the grant funds already disbursed.

4.03. Amendments and Extension. The Council and the Grantee may amend this Agreement by mutual agreement. Amendments or an extension of this Agreement shall be effective only on the execution of written amendments signed by authorized representatives of the Council and the Grantee. If the Grantee needs a change to the Future Development Project, additional time within which to complete the grant-funded activities, a change in the budget, or a change in grant-funded activities the Grantee must submit to the Council **AT LEAST NINETY (90) CALENDAR DAYS PRIOR TO THE EXPIRATION DATE**, a complete, written amendment request. All requirements must be met for a request to be considered complete. **THE EXPIRATION DATE MAY BE EXTENDED, BUT THE PERIOD OF ANY EXTENSION(S) SHALL NOT EXCEED ONE (1) YEAR BEYOND THE ORIGINAL EXPIRATION DATE IDENTIFIED AT PAGE 1 OF THIS AGREEMENT.**

V. GENERAL PROVISIONS

5.01. Equal Opportunity. The Grantee agrees it will not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, gender identity,

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marital status, status with regard to public assistance, familial status, membership or activity in a local civil rights commission, disability, sexual orientation, or age and will take affirmative action to insure applicants and employees are treated equally with respect to all aspects of employment, rates of pay and other forms of compensation, and selection for training.

5.02. Conflict of Interest. The members, officers, and employees of the Grantee shall comply with all applicable state statutory and regulatory conflict of interest laws and provisions.

5.03. Liability. Subject to the limitations provided in Minnesota Statutes chapter 466, to the fullest extent permitted by law, the Grantee shall defend, indemnify, and hold harmless the Council and its members, employees, and agents from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from the conduct or implementation of the Pre-Development Project activities funded by this grant, except to the extent the claims, damages, losses, and expenses arise from the Council's own negligence. Claims included in this indemnification include, without limitation, any claims asserted pursuant to the Minnesota Environmental Response and Liability Act (MERLA), Minnesota Statutes chapter 115B, the federal Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) as amended, United States Code, title 42, sections 9601 *et seq.*, and the federal Resource Conservation and Recovery Act of 1976 (RCRA) as amended, United States Code, title 42, sections 6901 *et seq.* This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which otherwise would exist between the Council and the Grantee. The provisions of this section shall survive the expiration or termination of this Agreement. This indemnification shall not be construed as a waiver on the part of either the Grantee or the Council of any immunities or limits on liability provided by Minnesota Statutes chapter 466, or other applicable state or federal law.

5.04. Acknowledgments and Signage. The Grantee will acknowledge the financial assistance provided by the Council in promotional materials, press releases, reports and publications relating to the Pre-Development Project and the Future Development Project. The acknowledgment will contain the following or similar language:

*Funding support for this project was provided by the Metropolitan
Council Metropolitan Livable Communities Fund.*

Until the Future Development Project is completed, the Grantee shall ensure the above acknowledgment language, or alternative language approved by the Council's authorized agent, is included on all signs (if any) located at the Future Development Project or construction sites that identify project funding partners or entities providing financial assistance for the Future Development Project. The acknowledgment and signage should refer to the "Metropolitan Council" (not "Met Council" or "Metro Council").

5.05. Permits, Bonds and Approvals. The Council assumes no responsibility for obtaining any applicable local, state, or federal licenses, permits, bonds, authorizations, or approvals necessary to perform or complete any Pre-Development Project activities described or identified in Attachments A and B.

LIVABLE COMMUNITIES ACT
PRE-DEVELOPMENT GRANT PROGRAM

5.06. Subgrantees, Contractors and Subcontractors. The Grantee shall include in any subgrant, contract or subcontract for Pre-Development Project activities appropriate provisions to ensure subgrantee, contractor, and subcontractor compliance with all applicable state and federal laws and this Agreement. Along with such provisions, the Grantee shall require that contractors and subcontractors performing work covered by this grant comply with all applicable state and federal Occupational Safety and Health Act regulations.

5.07. Stormwater Discharge and Water Management Plan Requirements. To the extent appropriate, the Pre-Development Project should include consideration of stormwater discharge and water management plan requirements in federal and state laws, the Council's *2040 Water Resources Policy Plan*, and the local water management plan(s) for the jurisdiction(s) within which the Project Area is located.

5.08. Authorized Agent. Payment requests, written progress reports, and correspondence submitted to the Council pursuant to this Agreement shall be directed to the Authorized Agent named below or their successor through the Council's online grants administration portal or to the below contact information:

Attn: Samuel F. Johnson
Metropolitan Council
CD & MTS Finance and Administration
390 Robert Street North
Saint Paul, Minnesota 55101-1805
samuel.johnson@metc.state.mn.us

5.09. Non-Assignment. Minnesota Statutes section 473.253, subdivision 2, requires the Council to distribute grant funds to eligible "municipalities," metropolitan-area counties, or "development authorities" for projects in municipalities participating in the Local Housing Incentives Account program. Accordingly, this Agreement is not assignable and shall not be assigned by the Grantee.

5.10. Authorization to Reproduce Images. The Grantee certifies that the Grantee: (a) is the owner of any renderings, images, perspectives, sections, diagrams, photographs or other copyrightable materials (collectively, "copyrightable materials") that are in the Grantee's application or are submitted to the Council as part of the grant application review process or after grant award, or that the Grantee is fully authorized to grant permissions regarding the copyrightable materials; and (b) the copyrightable materials do not infringe upon the copyrights of others. The Grantee agrees the Council has a nonexclusive royalty-free license and all necessary permissions to reproduce and publish the copyrightable materials for noncommercial purposes, including but not limited to press releases, presentations, reports, and on the internet. The Grantee also agrees the Grantee will not hold the Council responsible for the unauthorized use of the copyrightable materials by third parties.

5.11. Warranty of Legal Capacity. The individuals signing this Agreement on behalf of the Grantee and on behalf of the Council represent and warrant on the Grantee's and the Council's behalf respectively that the individuals are duly authorized to execute this Agreement on the Grantee's and the Council's behalf respectively and that this Agreement constitutes the Grantee's and the Council's valid, binding, and enforceable agreements.

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5.12. Fair Housing Policy. If the Pre-Development Project will include a housing component, the governing body of the Grantee (or the Participating Municipality within which the Pre-Development Project is located) must have adopted a Fair Housing Policy. For the purposes of this section, the term “Fair Housing Policy” means a written statement regarding the Grantee’s commitment to fair housing that substantively includes at least the following elements: a purpose statement; procedures for responding to fair housing concerns and complaints; and a designated individual or staff position responsible for fair housing issues. A best practices guide, as well as a copy of a model local fair housing policy is available at: <https://metrocouncil.org/Handbook/Files/Resources/Best-Practices/Fair-Housing-Policy-Guide.aspx>.

5.13. Counterparts. This Agreement may be executed in counterpart, each of which counterpart constitutes an original, but both of which together constitute one instrument.

5.14. Electronic Signatures. The electronic signatures of the Council’s and the Grantee’s authorized representatives shall be valid as the original signatures of the authorized representatives and shall be effective to bind the Council and the Grantee under this Agreement. This Agreement containing, or to which there is affixed, an electronic signature shall be deemed to (a) be “written” or “in writing”; (b) have been signed; and (c) constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. “Electronic signature” also means a manually signed original signature that is then transmitted by any electronic means, including without limitation a faxed version of an original signature or an electronically scanned and transmitted version (e.g., via PDF) of an original signature. The Council’s or the Grantee’s failure to produce the original signature of any electronically transmitted signature shall not affect the enforceability of this Agreement.

This space intentionally left blank. Signature page follows.

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IN WITNESS WHEREOF, the Grantee and the Council have caused this Agreement to be executed by their duly authorized representatives. This Agreement is effective on the date of final execution by the Council.

CITY OF FALCON HEIGHTS

METROPOLITAN COUNCIL

By: 

By: _____
LisaBeth Barajas, Executive Director
Community Development Division

Title: Mayor

Date: _____

Date: 10/9/2024

By: 

Title: City Administrator

Date: 10/23/24

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

Approved as to form:

By: _____

Title: _____

Date: _____

ATTACHMENT A

PRE-DEVELOPMENT PROJECT SUMMARY

This attachment comprises this page and the succeeding page(s) which contain(s) a summary of the Pre-Development Project described in the application for Livable Communities Demonstration Account program grant funds submitted in response to the Council's notice of availability of Livable Communities Act Pre-Development Grant Program funds for the Funding Cycle identified at Page 1 of this Agreement. The summary reflects the Pre-Development Project activities for which the Grantee was awarded grant funds by the Council Action, and may reflect changes in Pre-Development Project funding sources, changes in funding amounts, or minor changes in the proposed Pre-Development Project that occurred subsequent to application submission. The application is incorporated into this Agreement by reference and is made a part of this Agreement as follows. If the application or any provision of the application conflicts with or is inconsistent with the Council Action, other provisions of this Agreement, or the Pre-Development Project Summary contained in this Attachment A, the terms, descriptions, and dollar amounts reflected in the Council Action or contained in this Agreement and the Pre-Development Project Summary shall prevail. For the purposes of resolving conflicts or inconsistencies, the order of precedence is: (1) the Council Action; (2) this Agreement; (3) the Pre-Development Project Summary and Location(s); and (4) the grant application.

PROJECT SUMMARY

Grant Number: SG-21179
Type: LCA Pre-Development
Grantee: City of Falcon Heights
Project Name: Amber Flats Affordable Housing
Project Location: 1644 Larpenteur Ave
Council District: 10 – Peter Lindstrom

Project Detail	
Project Overview	The proposed project will turn a parcel that is currently a parking lot into an all-affordable development with a mix of unit sizes. The project proposes 92 units to be affordable at 60% AMI.
Use of funds	
Award Amount	Uses and Deliverables to be completed by the end of the grant term
\$204,000	Architectural Design: Final design concepts Development of stormwater management plan: Final stormwater management plan

Project Location(s)

ATTACHMENT B

PRE-DEVELOPMENT PROJECT LOCATION(S)

This attachment comprises this page and the succeeding page(s) which contain aerial photography or drawings that identify the specific location(s) within the Pre-Development Project boundaries or the Site(s) for which the Grantee must use the grant funds. The attached photography or drawings also may identify the types of eligible activities for which the grant funds must be used at specific locations within the Pre-Development Project boundaries or within the Site(s).

Project Location(s)



**METROPOLITAN LIVABLE COMMUNITIES DEMONSTRATION
PRE-DEVELOPMENT GRANT PROGRAM
SUB-GRANT AGREEMENT**

This Sub-Grant Agreement (the "Agreement") is entered into on this 9th day of October, 2024, by and between the **CITY OF FALCON HEIGHTS**, a Minnesota municipal corporation (hereinafter referred to as the "Sub-Grantor") and **BUHL LARPENTEUR WEST, LLC** a Minnesota limited liability company (hereinafter referred to as the "Sub-Grantee").

RECITALS

WHEREAS, the Metropolitan Council (hereinafter referred to as the "Grantor") and the Sub-Grantor have entered into a Livable Communities Pre-Development Grant Agreement, Grant No. SG-21179 (hereinafter "Grant Agreement"); and

WHEREAS, the Sub-Grantee is the fee owner of property at 1644 Larpenteur Avenue W., Falcon Heights (hereinafter referred to as "Project Location"); and

WHEREAS, the Sub-Grantor and Sub-Grantee enter into this Sub-Grant Agreement to fund part of the cost of a 92 unit apartment development at 60% of AMI with a building footprint of 24,194 square feet and four stories, designed to accommodate 64 sub-level parking stalls and 51 surface parking stalls (hereinafter referred to as the "Project") at the Project Location and to define the obligations and rights of each under this Sub-Grant.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein, Sub-Grantor and Sub-Grantee do hereby agree as follows:

1. **GRANT AGREEMENT**. The Grant Agreement is incorporated herein by reference. If there are any inconsistencies or conflicts between this Sub-Grant Agreement and the Grant Agreement, the terms of the Grant Agreement shall control.
2. **SUB-GRANT**. The Sub-Grantor grants to the Sub-Grantee an amount not to exceed Two Hundred Four Thousand and No/100 Dollars (\$204,000.00) for the Project at the Project Location for the specified Project costs identified in the Grant Agreement.
3. **PAYMENT**. The Sub-Grantor will disburse grant funds in response to written payment requests submitted by the Sub-Grantee and reviewed and approved by the Sub-Grantor's authorized agent. Sub-Grantor's obligation to disburse funds to the Sub-Grantee is contingent upon receipt by the Sub-Grantor of the funds from the Grantor. Written payment requests shall be made using payment request forms, the form and content of which will be determined by the Sub-Grantor. Payment request and other reporting forms will be provided to the Sub-Grantee by the Sub-Grantor. The Sub-Grantor will disburse grant funds on a reimbursement basis or a "cost incurred" basis. The Sub-Grantee must provide with its written payment requests documentation that shows grant-funded Project activities have actually been completed. Subject to verification of each payment request form (and its documentation) and approval for consistency with this Sub-Grant Agreement, the Sub-Grantor will disburse a requested amount to the Sub-Grantee within thirty-five (35) days after receipt of a properly completed and verified payment request form.

4. **MISCELLANEOUS.**

a. **Authorized Representatives.**

The Sub-Grantor's Authorized Representative is:

City Administrator
2077 Larpenteur Ave. W.
Falcon Heights, MN 55113

The Sub-Grantee's Authorized Representative is:

b. **Assignment.** Sub-Grantee may neither assign nor transfer any rights or obligations under this Sub-Grant Agreement without the prior consent of the Sub-Grantor and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Sub-Grant Agreement, or their successors in office.

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

d. **Waiver.** If the Sub-Grantor fails to enforce any provision of this Sub-Grant Agreement, that failure does not result in a waiver of the right to enforce the same or another provision of the Agreement in the future.

e. **Liability and Indemnification.** Sub-Grantee will indemnify, save, and hold the Sub-Grantor, its agents, and employees, harmless from any claims or causes of action, including attorney's fees incurred by the Sub-Grantor arising from the performance of this Sub-Grant Agreement by Sub-Grantee or Sub-Grantee's agents or employees. This clause will not be construed to bar any legal remedies Sub-Grantee may have for the Sub-Grantor's failure to fulfill its obligations under this Agreement. Sub-Grantee shall maintain such books and records as will satisfactorily demonstrate to Federal, State, Grantor's and Sub-Grantor's Auditors that Sub-Grantee has used the grant funds in accordance with the Grant Agreement and this Sub-Grant Agreement.

f. **State Audits.** Under Minn. Stat. § 16C.05, subd. 5, Sub-Grantee's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six (6) years from the end of this Sub-Grant Agreement.

g. **Government Data Practices.** Sub-Grantee and Sub-Grantor must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by Sub-Grantee under this Agreement, and as it applies to all data created, collected, received,

stored, used, maintained, or disseminated by Sub-Grantee under this Agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either Sub-Grantee or the Sub-Grantor. If Sub-Grantee receives a request to release the data referred to in this clause, Sub-Grantee must immediately notify the Sub-Grantor. The Sub-Grantor will give Sub-Grantee instructions concerning the release of the data to the requesting party before the data is released.

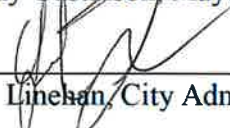
h. **Governing Law, Jurisdiction, and Venue.** Minnesota law, without regard to its choice-of-law provisions, governs this Sub-Grant Agreement. Venue for all legal proceedings out of this Sub-Grant Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Hennepin County, Minnesota.

i. **Termination for Insufficient Funding.** The Sub-Grantor may immediately terminate this Sub-Grant Agreement if it does not obtain funding from the Grantor or if funding cannot be continued at a level sufficient to allow for the payment of the cleanup costs. Termination must be by written or fax notice to Sub-Grantee. The Sub-Grantor is not obligated to pay for any costs incurred after notice and effective date of termination. However, Sub-Grantee will be entitled to payment, determined on a pro rata basis, for costs incurred up to the date of termination to the extent that funds are available.

Dated: October 9, 2024.

CITY OF FALCON HEIGHTS

BY: 
Randy Gustafson, Mayor

AND 
Jack Linehan, City Administrator/City Clerk

Dated: _____, 2024.

BUHL LARPENTEUR WEST, LLC

BY: _____

Name: _____

Its: _____