#### CITY OF FALCON HEIGHTS

Regular Meeting of the City Council City Hall

2077 West Larpenteur Avenue

#### **AGENDA**

November 13, 2024 at 7:00 P.M.

A.	CALL TO ORDER: 7;01 P. n.
B.	ROLL CALL: GUSTAFSON LEEHY MEYER
	WASSENBERG MIELKE
	STAFF PRESENT: LINEHAN_
C.	APPROVAL OF AGENDA Leeks 5-0

D. CLOSED SESSION

May 5-0

1. This meeting may be closed pursuant to Minn. Stat. § 13D.05, subd. 3(b) for a confidential attorney-client privileged discussion regarding settlement of potential claims against the Surety, Granite Re, Inc, under the performance bond.

E. PRESENTATION

Wasserbus 500

- F. APPROVAL OF MINUTES:
  - 1. October 2, 2024 City Council Workshop Minutes
- G. PUBLIC HEARINGS:

H.

CONSENT AGENDA: 5-0 Amult / Musur 5-0

- 1. General Disbursements through 11/6/24: \$408,579.81
  - a. Payroll through 10/31/24: \$26,539.92
  - b. Wire Payments through 10/31/24: \$16,590.17

Approval of City Licenses

Consideration of Settlement, Project FH-21-02 – Falcon Heights 2021 Pavement Management Project, Performance Bond Dispute, Bond No. GRMN44728A

- 4. 2025 PMP Geotechnical Work
- 5. Authorization of a 2024 General Fund Budget Amendment to Increase the Police Services Line Item by \$88,000
- 6. 2024 Budget Transfer of \$25,000 from Fund 204 (Water) to Fund 403 (Parks Capital)
- 7. Authorization of Intent to Purchase John Deere 1585 Terrain Cut Tractor and Implements and Surplus City's 2018 John Deere 1585
- 8. 2025 Ramsey County Select Committee on Recycling & the Environment (SCORE) Grant Submittal and Enter into Agreement with Ramsey County for Funding
- 9. Authorization to Apply for the Solar on Public Buildings Grant Program for City Hall Solar Panels
- 10. Authorization to Repair Plow Trucks for up to \$12,000

I. POLICY ITEMS:

Adoption of the Larpenteur & Snelling Corridor Development Plan

2. Authorization for a Contract Amendment Extending the Agreement for Law Enforcement Services with the Ramsey County Sheriff's Office for a Period of January 1, 2025 to February 28, 2025

#### J. INFORMATION/ANNOUNCEMENTS:

#### K. 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.

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ADJOURNMENT: Leahy TO

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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.

OCTOBER

A. CALL TO ORDER: 6:33 PM

B. ROLL CALL: GUSTAFSON\_X\_\_ LEEHY\_\_

MEYER \_X\_ MIELKE\_X\_\_ WASSENBERG\_X\_

STAFF PRESENT: LINEHAN\_X\_ VAN DER WERFF\_X\_ LYNCH\_X\_

SIEBERT\_X\_

C. POLICY ITEMS:

1. Partners in Energy - Energy Action Plan

Community Development Coordinator Lynch provides a brief overview of the Energy Action Plan draft. She thanks everyone who was involved with the energy action team and provides a brief overview of how the plan came together. The plan was developed through various community meetings and a survey to learn about energy use and goals. A vision and goals were created based on the community input and with a data-driven approach, focus areas were identified.

Lynch explains the recent updates made to the plan based on feedback. She then provides an overview of the timeline; after approval, it will move to the implementation phase of the plan. Some strategies that were identified are: partnering with U of M and the State Fair, host community workshops, conducting outreach, and connecting residents and businesses with resources.

There is also an executive summary available. Partners in Energy has a dedicated team that will work with Falcon Heights throughout the implementation of the plan. They can help track progress, help with marketing needs and have various check-in meetings. Additional resources are also available by connecting with other cities who have participated in the program.

Lynch introduces Olivia Siebert, the GreenCorps member, who will be with Falcon Heights for a year. The majority of her assignment is helping with the implementation of the Energy Action Plan.

Deirdre Coleman from Partners in Energy goes over some updates made to the plan regarding comments from the energy action team and feedback from Council. Language can be updated throughout, and Lynch will be very involved with the implementation of the plan.

Councilmember Meyer is appreciative of the report but has some questions about sections in the plan. He also expresses that he would prefer to see clean energy used more often, as renewable energy is still carbon-producing, and ultimately the goal is to reduce carbon. Coleman explains, most strategies in the plan are related to solar or wind which are clean energy.

Lynch adds that in the executive summary, the vision explains clean and renewable energy. She suggests adding a definition within the plan to explain the difference between renewable and clean energy.

Meyer mentions that nuclear energy is part of the city's energy mix, though Falcon Heights residents might not have a specific program to participate in it. Coleman explains that fuel mix information was included for transparency and suggests adding clarifications in the plan's glossary and clean/renewable energy section.

Councilmember Mielke cautions against excessive edits after the team's extensive work. Lynch notes that the goals and vision were primarily developed by Partners in Energy (PiE), so further involvement from the team wasn't necessary. Councilmember Wassenberg supports the updates to make the language more inclusive, and Meyer appreciates the discussion.

An energy action team member expresses concerns about the time required for the plan's implementation. Coleman reassures them that PiE would assist with outreach and project management, having experience with similar projects in other cities. Lynch highlights that a dedicated GreenCorps member will focus on informing residents about available resources.

City Administrator Linehan adds that from the administrative side, the City looks at the actionable plan, and while there are ambitious goals for energy use reduction, the plan shows true actionable items, strong strategies and it is trackable.

Lynch adds that updates will be provided every six months through the city's website and newsletter, and Coleman mentions that the plan is adaptable, as needed. Next steps include finalizing a few changes, moving to adoption at an upcoming council meeting, and holding a kick-off event at the upcoming Fall Festival.

#### 2. Adult-Use Cannabis

Linehan explains municipalities are getting directions on adult-use cannabis from the Minnesota Office of Cannabis Management (OCM). Falcon Heights adopted a moratorium that is in effect until January 2025. This gives the City time to create regulations and get draft language ready. Lynch adds the OCM issued a Guide for Local Governments on Adult-Use Cannabis and a model ordinance for zoning changes and registration with the new law around Minnesota's new adult-use cannabis law. Not all regulations are clear yet; a lot of questions will need to be answered through case law. She explains the process and the involvement of local government. Businesses will apply for a license with the OCM and once vetted by the OCM, they reach out to the City to get registered. Local governments may not issue outright bans on cannabis businesses or limit operations in a manner beyond what is provided by state law.

Lynch continues to explain what local governments can do in regard to limitations apart from limiting to at least one business. Falcon Heights can limit the number of retailers, and they can adopt an ordinance related to operating hours. Local governments may prohibit the operation of a cannabis business within 1,000 feet of a school, 500 feet of a daycare, residential treatment facility, or an attraction within a public park that is regularly used by minors, including a playground or athletic field.

The Planning Commission proposes restricting it to B-3 zoning, which is the Snelling/Larpenteur Business District as this creates a 1000' buffer from schools and 500' from daycares, residential treatment facilities, and public park attractions. Lynch added a copy of the zoning map of Falcon Heights and showed potential locations.

Mayor Gustafson wonders why the B-3 business zoning. Lynch explains local government may zone business under existing zoning ordinances. She adds B-1 is neighborhood convenience and is possible as well, but would not be ideal, because of the location and traffic. These businesses get busy, especially after the initial opening.

Wassenberg wonders about conditions that can be added. Lynch notes local governments can determine if they require a conditional use permit (CUP). They can also adopt an ordinance around operation hours of the business. They can charge a one-time registration fee of \$500 or half the OCM fee, whichever is lower. The City cannot charge any additional fees.

Wassenberg wonders about the registration of low potency. Lynch adds they all have to register.

Linehan notes the City can modify the fee schedule overtime to match state fees. Yearly compliance checks will be done by a third party.

Lynch adds that edibles must be stored in locked cases, with similar considerations for beverages to prevent shoplifting.

Linehan says there are also tax considerations and it's not undesirable business over time to have. When it first opens, there might be some security and traffic concerns.

Lynch adds that it is unclear on the U of M being considered a school according to the cannabis law. If so, it would make it very limited for cannabis business.

Linehan notes the radius for liquor stores in St Paul is 300' and they will apply the same to cannabis stores.

Lynch wonders if there are concerns about just limiting to B-3. Council agrees it's a logical placement with other storefronts. A CUP would just create a barrier to equity. There will be a Public Hearing to put initial language into code. Meyer wonders about regulations for the smell without a CUP. Lynch adds they can add a separate section to code; you can include certain conditions as long as it matches the state.

Linehan adds the Clean Air Act applies to smell, because it prevents smoking inside an establishment. Lynch adds the Minnesota Pollution Control Agency (MPCA) is also

working on writing guidance around smoking and the smell. The City can refer back to those in Code, similar to building code.

Lynch shares if we're limiting it to one, city can address multiple applications through a lottery or have it first-come, first-served. She explains the license process for cannabis businesses. She is not overly worried with multiple businesses applying at once right away.

Linehan believes the city would have to lower its radius to allow at least one business. State has a maximum radius, but not a minimum.

Meyer wonders about liquor stores allowing to sell high potency. Lynch states no, liquor stores cannot sell high potency products. OCM opened up pre-approval licenses for equity applicants. Can start growing, not selling yet.

Lynch will continue writing up drafts and bring it back to the Planning Commission to discuss.

#### 3. Livable Communities Act Grant Award Consideration

Linehan updated the Council on code enforcement efforts at Amber Union, following communication with the property management firm. Linehan will meet with Buhl and the property management company next week. He noted progress at the property, with Buhl offering credits to tenants who were without air conditioning, demonstrating a commitment to improvements. However, issues are expected to be ongoing due to the challenges associated with affordable housing and occasional tenant-caused damage. It could be a learning curve having never had to manage affordable housing before. Gustafson notes it's good to have a property management company with affordable housing experience.

The Council discusses key agenda items for the upcoming meeting with Buhl to include security enhancements, particularly for nights and weekends. Residents have regularly reported issues, and Council members expressed the need for experienced property management. The Council also debated the timing of awarding a grant, with Wassenberg advocating for accountability to prevent future issues. Mielke suggested an oversight plan, while Gustafson inquired about the city attorney's stance. Linehan suggested that suspending Amber Union's rental license might encourage improvements more effectively than withholding pre-development funds for Amber Flats. The Council considered setting clear expectations for Buhl, including implementing an oversight plan and vetting tenants.

#### 4. Community Park Renovation Update

Linehan provides an update on the park renovation. WSB made updates to site plans and renderings based on feedback provided. Notable changes include relocation of some elements, now that there won't be a building, replacing the parking lot through a mill and overlay, and the shelter and fence on the east side will remain. A stormwater pond will be added to the northwest corner, though some trees will need to be removed. The garden will gain a permanent water source, and additional trails are being considered.

Linehan shows the new renderings with a splash pad with ground water use and a

prefab bathroom with a servery window that can act as a concession stand. The Parks and Recreation commission will be involved in overseeing the playground design. He also wonders about the budget. It's well within the budget at \$3.2 million.

Council notes the renderings look great. The prefab restroom has some color options. It will be easy to clean and vandalism-free.

Linehan notes that the prefab has a delivery of 9-12 months out, so we want to place an order soon. The installation is pretty quick.

Mielke wonders about the playground. Meyer wonders about wood chips or rubber surface for the playground. Linehan adds that depends if the city receives the DNR grant. City staff will apply for the DNR Outdoor Grant again and will know next year in July if it will be awarded and then can be used for a rubberized surface along with the building of the playground.

# 5. Racial Covenant Discharging Update

Linehan starts off by explaining the history of the Racial Covenant Discharge project. It has been stalling because the project relies heavily on volunteers. Because of this, Mounds View created an in-house process. They passed an ordinance requiring a racial covenant discharge before owners sell their house. Linehan is concerned about the legality of it. Falcon Heights staff came up with a similar plan to discharge it inhouse, but is not requiring it of homeowners. The Community Engagement Commission discussed the concept of using Human Rights Day as a kick-off to the inhouse discharge program.

Mielke would prefer passing an ordinance requiring it to be discharged, because Falcon Heights has the most racial covenants. Other councilmembers wonder what other covenants the city has when a home gets sold, if any, because they are worried it will hold up the process of the sale. Linehan answers there are none in Falcon Heights.

Mielke explains what the Mounds View process has been. Gustafson believes kicking it off at Human Rights Day is a good start. Wassenberg does not want to put another requirement on the sale of a home. The City can make it voluntary first by using the kick-off event at Human Rights Day. If no one voluntarily wants to do this, then other steps can be taken.

#### 6. Rental Inspections Code Changes

Linehan reported that staff has been updating the rental inspection code to prepare for 2025 license renewals. Currently, city code only mandates inspections of common areas in rentals and business properties, not individual units, unless the owner or occupant permits it. Under the proposed updates, the fire marshal would be allowed to proactively inspect individual units. If access is denied, the city can enforce an administrative search warrant and potentially deny license renewal.

Additional updates involve revising the fee schedule for re-inspections and introducing escalating fees to encourage timely compliance. These fees would cover extra staff time and provide incentives to maintain safe and livable conditions for tenants.

Linehan explains that to obtain a rental license, an apartment building must meet the building code, but this requirement does not apply to single-family houses. Additional measures to improve tenant experiences in Falcon Heights could include mandating air conditioning with penalties for non-compliance. However, no other city in Minnesota has such an ordinance. While state law mandates heating, it does not currently require air conditioning. Implementing such a rule would make A/C compliance a city enforcement matter.

Mielke suggests an ordinance requiring radon testing for apartments, including laws around evictions, and to provide relocation assistance when selling of apartment property. HOME Line can help with drafting.

Staff made changes to the inspection process. Gustafson notes staff can utilize data from this year and increase the fees next year, rather than rushing and surprising landlords.

Mielke wonders about building code and about using the most updated one. Linehan explains the building code official purposely uses the 2012 building code.

Linehan adds language for crime-free housing is being investigated for compliance by the city attorney. Council discusses other language changes. Gustafson wonders if a public hearing is required to make changes. Linehan notes this chapter does not require a public hearing, but staff is awaiting a full attorney review before council approval.

D. ADJOURNMENT: 9:50 PM

Councilmember Meyer motions to adjourn; Approved 4-0

DISCLAIMER: City Council Workshops are held monthly as an opportunity for Council Members to discuss policy topics in greater detail prior to a formal meeting where a public hearing may be held and/or action may be taken. Members of the public that would like to make a comment or ask questions about an item on the agenda for an upcoming workshop should send them to mail@falconheights.org 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 13th day of November, 2024

Jack Linehan, City Administrator

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01-03103 CANO	N FINANC	IAL SERVICES				
I-35869992 10/23/2024	APBNK	Copier Contract Charges Oct DUE: 10/23/2024 DISC: 10/23/2024 Copier Contract Charges Oct	163.59	1099: N 101 4131-87010-000	CITY HALL MAINTENANCE	163.59
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101 32220-000

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01-07898 WSB

I-R-023472-000-13 Larp/Snell Corridor Study Sep 10/25/2024 APBNK DUE: 10/25/2024 DISC: 10/25/2024 2,983.75 1099: N

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	APMP Conference		101 4112-86100-000	CONFERENCES/EDUCATION/AS	15.0
I-412324	APMP Conference	70.00			
10/30/2024 APBNK	DUE: 10/30/2024 DISC: 10/30/2024		1099: N		
	APMP Conference		101 4112-86100-000	CONFERENCES/EDUCATION/AS	70.0
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	=== VENDOR TOTALS ===	60.00			
I-202410308986 10/30/2024 APBNK	Reimbursement DUE: 10/30/2024 DISC: 10/30/2024	204.60	1099: N		
	DUE: 10/30/2024 DISC: 10/30/2024 Mileage Reimbursement	204.60	101 4112-86010-000		
	DUE: 10/30/2024 DISC: 10/30/2024 Mileage Reimbursement Fall Event - Reimbursement	204.60	101 4112-86010-000 101 4116-89010-000	SPECIAL EVENTS	67.6
	DUE: 10/30/2024 DISC: 10/30/2024 Mileage Reimbursement	204.60	101 4112-86010-000	SPECIAL EVENTS	67.6
10/30/2024 APBNK	DUE: 10/30/2024 DISC: 10/30/2024 Mileage Reimbursement Fall Event - Reimbursement 75th Anniversary Supplies VENDOR TOTALS	204.60	101 4112-86010-000 101 4116-89010-000 101 4116-89010-000	SPECIAL EVENTS SPECIAL EVENTS	49.12 67.6 87.8
10/30/2024 APBNK	DUE: 10/30/2024 DISC: 10/30/2024 Mileage Reimbursement Fall Event - Reimbursement 75th Anniversary Supplies VENDOR TOTALS	204.60	101 4112-86010-000 101 4116-89010-000 101 4116-89010-000	SPECIAL EVENTS SPECIAL EVENTS	67.6 87.8
10/30/2024 APBNK	DUE: 10/30/2024 DISC: 10/30/2024 Mileage Reimbursement Fall Event - Reimbursement 75th Anniversary Supplies === VENDOR TOTALS ===	204.60	101 4112-86010-000 101 4116-89010-000 101 4116-89010-000	SPECIAL EVENTS SPECIAL EVENTS	67.6 87.8
10/30/2024 APBNK 1-06030 OLSON, ROLAND	DUE: 10/30/2024 DISC: 10/30/2024 Mileage Reimbursement Fall Event - Reimbursement 75th Anniversary Supplies VENDOR TOTALS	204.60	101 4112-86010-000 101 4116-89010-000 101 4116-89010-000	SPECIAL EVENTS SPECIAL EVENTS	67.6 87.8
10/30/2024 APBNK 1-06030 OLSON, ROLAND	DUE: 10/30/2024 DISC: 10/30/2024 Mileage Reimbursement Fall Event - Reimbursement 75th Anniversary Supplies === VENDOR TOTALS ===	204.60	101 4112-86010-000 101 4116-89010-000 101 4116-89010-000	SPECIAL EVENTS SPECIAL EVENTS	67.6 87.8
10/30/2024 APBNK 1-06030 OLSON, ROLAND	DUE: 10/30/2024 DISC: 10/30/2024 Mileage Reimbursement Fall Event - Reimbursement 75th Anniversary Supplies === VENDOR TOTALS ===  Mileage Reimbursement Oct DUE: 10/30/2024 DISC: 10/30/2024	204.60	101 4112-86010-000 101 4116-89010-000 101 4116-89010-000	SPECIAL EVENTS SPECIAL EVENTS	67.6 87.8
10/30/2024 APBNK 1-06030 OLSON, ROLAND 1-202410308989 0/30/2024 APBNK	DUE: 10/30/2024 DISC: 10/30/2024 Mileage Reimbursement Fall Event - Reimbursement 75th Anniversary Supplies  VENDOR TOTALS  Mileage Reimbursement Oct DUE: 10/30/2024 DISC: 10/30/2024 Mileage Reimbursement Oct VENDOR TOTALS	204.60 61.24 61.24	101 4112-86010-000 101 4116-89010-000 101 4116-89010-000 101 4116-89010-000	SPECIAL EVENTS SPECIAL EVENTS  MILEAGE	67.6 87.8
10/30/2024 APBNK 1-06030 OLSON,ROLAND 1-202410308989 0/30/2024 APBNK	DUE: 10/30/2024 DISC: 10/30/2024 Mileage Reimbursement Fall Event - Reimbursement 75th Anniversary Supplies  VENDOR TOTALS  Mileage Reimbursement Oct DUE: 10/30/2024 DISC: 10/30/2024 Mileage Reimbursement Oct VENDOR TOTALS	204.60 61.24 61.24	101 4112-86010-000 101 4116-89010-000 101 4116-89010-000 101 4116-89010-000	SPECIAL EVENTS SPECIAL EVENTS  MILEAGE	67.6 87.8
10/30/2024 APBNK 1-06030 OLSON,ROLAND 1-202410308989 0/30/2024 APBNK	DUE: 10/30/2024 DISC: 10/30/2024 Mileage Reimbursement Fall Event - Reimbursement 75th Anniversary Supplies  VENDOR TOTALS  Mileage Reimbursement Oct DUE: 10/30/2024 DISC: 10/30/2024 Mileage Reimbursement Oct VENDOR TOTALS	204.60 61.24 61.24	101 4112-86010-000 101 4116-89010-000 101 4116-89010-000 101 4116-89010-000	SPECIAL EVENTS SPECIAL EVENTS  MILEAGE	67.6 87.8
10/30/2024 APBNK  1-06030 OLSON, ROLAND  1-06030 OLSON, ROLAND  1-0202410308989 0/30/2024 APBNK	DUE: 10/30/2024 DISC: 10/30/2024 Mileage Reimbursement Fall Event - Reimbursement 75th Anniversary Supplies  VENDOR TOTALS  Mileage Reimbursement Oct DUE: 10/30/2024 DISC: 10/30/2024 Mileage Reimbursement Oct VENDOR TOTALS	61.24	101 4112-86010-000 101 4116-89010-000 101 4116-89010-000 101 4116-89010-000	SPECIAL EVENTS SPECIAL EVENTS  MILEAGE	67.6 87.8
10/30/2024 APBNK  1-06030 OLSON, ROLAND  1-202410308989 0/30/2024 APBNK  1-06053 OREILLY AUTO  1-3243-452468	DUE: 10/30/2024 DISC: 10/30/2024 Mileage Reimbursement Fall Event - Reimbursement 75th Anniversary Supplies  === VENDOR TOTALS ===  Mileage Reimbursement Oct DUE: 10/30/2024 DISC: 10/30/2024 Mileage Reimbursement Oct === VENDOR TOTALS ===  PARTS  New Battery for Sweeper	61.24	101 4112-86010-000 101 4116-89010-000 101 4116-89010-000 101 4116-89010-000	SPECIAL EVENTS SPECIAL EVENTS  MILEAGE	67.6 87.8

143.63

=== VENDOR TOTALS ===

A/P Regular Open Item Register

ister PAGE: 3

PACKET: 03221 October 30 Payables VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

----ID-----GROSS P.O. # DISCOUNT G/L ACCOUNT POST DATE BANK CODE -----DESCRIPTION----------ACCOUNT NAME----- DISTRIBUTION J5927 POPE, DEAN I-202410308987 50.00 Reimbursement 10/30/2024 APBNK DUE: 10/30/2024 DISC: 10/30/2024 1099: N Tree Inspector Certification 101 4132-89000-000 MISCELLANEOUS 50.00 === VENDOR TOTALS === 50.00 01-07898 WSB 9,178.75 I-R-023655-000-12 Planning - Comm Park Sept 10/30/2024 APBNK DUE: 10/30/2024 DISC: 10/30/2024 1099: N 403 4403-91500-000 COMMUNITY PARK LAND/BUIL 9,178.75 Planning - Comm Park Sept I-R-024278-000-4 Larp Street Light Replacement 1,220.00 10/30/2024 APBNK DUE: 10/30/2024 DISC: 10/30/2024 1099: N Larp Street Light Replacement 419 4419-92500-000 LARPENTEUR STREET LIGHTS 1,220.00 === VENDOR TOTALS === 10,398.75 01-05870 XCEL ENERGY I-202410308988 192.40 Elect 10/30/2024 APBNK DUE: 10/30/2024 DISC: 10/30/2024 1099: N Elect 209 4209-85020-000 STREET LIGHTING POWER 209 4209-85020-000 STREET LIGHTING POWER 41.76 Elect Elect 209 4209-85020-000 STREET LIGHTING POWER 72.54 209 4209-85020-000 STREET LIGHTING POWER 66.42 Elect === VENDOR TOTALS === 192.40 --- PACKET TOTALS === 27,492.28

11/01/2024 11:54 AM

PACKET: 03223 NOV 1 PAYABLES

VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

GROSS P.O. # ----ID-----DISCOUNT G/L ACCOUNT -----ACCOUNT NAME----- DISTRIBUTION POST DATE BANK CODE ------DESCRIPTION-----01-00028 ALLSTREAM 119.53 EMERG LAND LINE CITY HALL T-20982567 1099: N 11/01/2024 APBNK DUE: 11/01/2024 DISC: 11/01/2024 119.53 101 4116-85010-000 TELEPHONE EMERG LAND LINE CITY HALL === VENDOR TOTALS === 119.53 01-00875 BHE COMMUNITY SOLAR, LLC 1,694.20 SOLAR GARDEN ELECT SEPT I-12155774 11/01/2024 APBNK DUE: 11/01/2024 DISC: 11/01/2024 1099: N 1,694.20 SOLAR GARDEN ELECT SEPT 101 4137-85025-000 SOLAR ELECTRIC 1,694.20 === VENDOR TOTALS === 01-05422 BP 825.10 I-202411018995 FUEL. 1099: N 11/01/2024 APBNK DUE: 11/01/2024 DISC: 11/01/2024 101 4141-74000-000 MOTOR FUEL & LUBRICANTS 32.16 FUEL GAS CANS 716.94 101 4132-74000-000 MOTOR FUEL & LUBRICANTS FUEL TRKS 76.00 602 4602-74000-000 FUEL & LUBRICANTS FUEL SWEEPER 825.10 === VENDOR TOTALS === 01-03583 DELL MARKETING L.P. 965.93 T-10778874689 OPTIPLEX MICRO 7020 COMPUTER-1099: N 11/01/2024 APBNK DUE: 11/01/2024 DISC: 11/01/2024 965.93 401 4401-90100-000 FURNITURE & EQUIPMENT OPTIPLEX MICRO 7020 COMPUTER-965.93 === VENDOR TOTALS === 01-05153 HOME DEPOT CRC/GECF 45.88 I-202411018993 RENTAL RESERVATION BOX 11/01/2024 APBNK DUE: 11/01/2024 DISC: 11/01/2024 1099: N 101 4131-70110-000 SUPPLIES 45,88 RENTAL RESERVATION BOX === VENDOR TOTALS === 45.88 01-05058 JOSH JORDAN TAE KWON DO INSTRUCTIOR 742.40 I-202411018994 APBNK DUE: 11/01/2024 DISC: 11/01/2024 1099: Y 11/01/2024

742.40

TAE KWON DO INSTRUCTIOR

=== VENDOR TOTALS ===

742.40

201 4201-87700-000 INSTRUCTOR-SPECIALTY CLA

PAGE: 1

PAGE:

PACKET: 03223 NOV 1 PAYABLES

VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

GROSS P.O. # ----ID---------- ACCOUNT NAME----- DISTRIBUTION DISCOUNT G/L ACCOUNT POST DATE BANK CODE -------DESCRIPTION-----01-05582 MENARDS 791.79 I-202411018992 PAINT/SEED/TOOLS/LUMBER 11/01/2024 APBNK DUE: 11/01/2024 DISC: 11/01/2024 1099: N 101 4131-70110-000 SUPPLIES 349.62 PAINT/SEED/TOOLS/ STEEL POSTS/ 278.32 101 4141-70100-000 SUPPLIES TREATED LUMBER 7.94 101 4134-70110-000 SUPPLIES MULCH BLVD TREES 101 4141-70100-000 SUPPLIES 155.91 CURTIS GAZEBO/SIDEWALK EXP 791.79 === VENDOR TOTALS === 01-06024 ON SITE SANITATION PORTABLE TOILETS 520.00 I-1805411 11/01/2024 APBNK DUE: 11/01/2024 DISC: 11/01/2024 1099: N 601 4601-85080-000 PORTABLE TOILET PARKS 260.00 PORTABLE TOILET COMM PK 260.00 601 4601-85080-000 PORTABLE TOILET PARKS PORTABLE TOILET CURTISS 520.00 === VENDOR TOTALS === 01-06009 PALE BLUE DOT LLC 383 3,144.00 CLIMATE ACTION PLAN KICK OFF \_\_/01/2024 APBNK DUE: 11/01/2024 DISC: 11/01/2024 1099: N 101 4134-80460-000 CLIMATE ACTIN PLAN EXP 3,144.00 CLIMATE ACTION PLAN KICK OFF === VENDOR TOTALS === 3,144.00 01-00935 ST PAUL REGIONAL WATER SERVICE 154.57 I-202411018990 H20 AND SS 1099: N 11/01/2024 APBNK DUE: 11/01/2024 DISC: 11/01/2024 80.76 101 4131-85040-000 WATER CITY HALL 601 4601-85075-000 CITY BUILDINGS SANITARY 22.24 SS 37.08 101 4141-85040-000 WATER COMM PARK 601 4601-85075-000 CITY BUILDINGS SANITARY 14.49 SS 154.57 === VENDOR TOTALS === 01-05784 UPPER CUT TREE SERVICES I-6174 HAZADOUS LIMBS/ARONA & E SNEL 550.00 1099: N 11/01/2024 APBNK DUE: 11/01/2024 DISC: 11/01/2024

550.00

101 4134-84040-000 STORM DAMAGE

HAZADOUS LIMBS/ARONA & E SNELL

=== VENDOR TOTALS ===

550.00

11/01/2024 11:54 AM

PACKET: 03223 NOV 1 PAYABLES

VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

----ID------ GROSS P.O. #

01-05870 XCEL ENERGY

I-202411018991 ELECT 44.99

11/01/2024 APBNK DUE: 11/01/2024 DISC: 11/01/2024 1099: N

ELECT 101 4141-85020-000 ELECTRIC/GAS

ELECT 101 4121-85020-000 ELECTRIC

=== VENDOR TOTALS === 44.99

=== PACKET TOTALS === 9,598.39

PAGE: 3

33.88

11.11

327.90

63.45

138.66

PACKET: 03227 NOV 5TH PAYABLES

VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

----ID-----GROSS P.O. #

DISCOUNT G/L ACCOUNT ----- ACCOUNT NAME----- DISTRIBUTION 

01-00209 ADVANTAGE SIGNS AND GRAPHICS

327.90 NO PARKING 30 FT SIGNS I-V1024-198

11/05/2024 APBNK DUE: 11/05/2024 DISC: 11/05/2024 1099: N

101 4132-75100-000 STREET SIGNS NO PARKING 30 FT SIGNS

> 327.90 === VENDOR TOTALS ===

01-00543 ASSURED PARTNERS OF MN LLC

400.00 I-527830 BOND FOR FINANCE DIRECTOR

1099: N 11/05/2024 APBNK DUE: 11/05/2024 DISC: 11/05/2024

BOND FOR FINANCE DIRECTOR

400.00 101 4113-88000-000 INSURANCE & BONDS

=== VENDOR TOTALS === 400.00

01-05931 COMPASS PEER GROUPS, LLC

I-CPG - 11.01.24 CPG ANNUAL MEMBERSHIP 1 MEMBE 1,600.00

11/05/2024 APBNK DUE: 11/05/2024 DISC: 11/05/2024 1099: N

> 101 4112-86100-000 CONFERENCES/EDUCATION/AS 1,600.00 CPG ANNUAL MEMBERSHIP 1 MEMBER

=== VENDOR TOTALS === 1,600.00

01-05115 GOPHER STATE ONE CALL

63.45 I-4100392 LOCATES

APBNK DUE: 11/05/2024 DISC: 11/05/2024 11/05/2024 1099: N

LOCATES

601 4601-88030-000 LOCATES

63,45 === VENDOR TOTALS ===

01-05166 GRAINGER, W. W., INC.

I-9299540014 CITY HALL LIGHT BULBS PARKING 138.66

11/05/2024 APBNK DUE: 11/05/2024 DISC: 11/05/2024 1099: N

209 4209-87120-000 REPAIR & MAINTENANCE CITY HALL PARKING LIGHT BULBS

=== VENDOR TOTALS === 138.66

01-05235 JAN-PRO CLEANING SYSTEMS

JANITORIAL SVC NOV 550.00 I-131056

11/05/2024 APBNK DUE: 11/05/2024 DISC: 11/05/2024 1099: N

101 4131-87010-000 CITY HALL MAINTENANCE 550.00 JANTTORTAL SVC NOV

550.00 === VENDOR TOTALS ===

PAGE: 2

PACKET: 03227 NOV 5TH PAYABLES

VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

GROSS P.O. # }----ID---------- ACCOUNT NAME----- DISTRIBUTION DISCOUNT G/L ACCOUNT POST DATE BANK CODE ------DESCRIPTION-----01-05440 LOFFLER COMPANIES, INC 403.49 I-4845640 COLOR COPIER CHRGS OVERAGE OC 1099: N 11/05/2024 APBNK DUE: 11/05/2024 DISC: 11/05/2024 101 4112-87000-000 REPAIR OFFICE EQUIPMENT 403.49 COLOR COPIER CHRGS OVERAGE OCT === VENDOR TOTALS === 403,49 01-05665 METROPOLITAN COUNCIL I-1179112 DEC WASTE WATER SVCS 63,338.36 11/05/2024 APBNK DUE: 11/05/2024 DISC: 11/05/2024 1099: N 601 4601-85060-000 METRO SEWER CHARGES 63,338.36 DEC WASTE WATER SVCS === VENDOR TOTALS === 63,338.36 01-06002 NINENORTH 1,362.50 T-2024-173 OCT 75TH ANNIVERSARY APBNK DUE: 11/05/2024 DISC: 11/05/2024 1099: N 11/05/2024 101 4116-89010-000 SPECIAL EVENTS 1,362.50 OCT 75TH ANNIVERSARY 770.18 OCT WEBSTREAMING/CABLECAST 024-177 -1/05/2024 APBNK DUE: 11/05/2024 DISC: 11/05/2024 1099: N 770.18 OCT WEBSTREAMING/CABLECAST 101 4116-85050-000 CABLE TV 2,132.68 === VENDOR TOTALS === 01-06314 REHDER FORESTRY CONSULTING 204.78 I-440 CONSULTING: 1046 10WA 1445 LAR 1099: N 11/05/2024 APBNK DUE: 11/05/2024 DISC: 11/05/2024 204.78 101 4134~80330-000 FORESTRY CONSULTANT CONSULTING: 1046 10WA 1445 LARP 204.78 === VENDOR TOTALS === 01-05374 TENNIS SANITATION LLC RECYCLING OCT 9,446.75 I-4120276 1099: N 11/05/2024 APBNK DUE: 11/05/2024 DISC: 11/05/2024 206 4206-82030-000 RECYCLING CONTRACTS 9,446.75 RECYCLING OCT 66.50 SWMT AND CEC CHARGES OCT I-4120277 1099; N APBNK DUE: 11/05/2024 DISC: 11/05/2024 11/05/2024 66.50 101 4131-87010-000 CITY HALL MAINTENANCE SWMT AND CEC CHARGES OCT

9,513.25

=== VENDOR TOTALS ===

11/05/2024 12:43 PM

PACKET: 03227 NOV 5TH PAYABLES

VENDOR SET: 01 City of Falcon Heights

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

GROSS P.O. # ----ID-----DISCOUNT G/L ACCOUNT -----ACCOUNT NAME----- DISTRIBUTION POST DATE BANK CODE -----DESCRIPTION-----01-07070 VIKING ELECTRIC 169.80 I-S008588217.001 LIGHT BULB CURTISS PARKING LO 11/05/2024 APBNK DUE: 11/05/2024 DISC: 11/05/2024 1099: N 209 4209-87120-000 REPAIR & MAINTENANCE 169.80 LIGHT BULB CURTISS PARKING LOT 169.80 === VENDOR TOTALS === 01-05870 XCEL ENERGY I-202411058996 ELECT 104.49

1099: N

209 4209-85020-000 STREET LIGHTING POWER

209 4209-85020-000 STREET LIGHTING POWER

11/05/2024 APBNK DUE: 11/05/2024 DISC: 11/05/2024 ELECT ELECT 104.49 === VENDOR TOTALS === 78,946.86 === PACKET TOTALS ===

PAGE: 3

32.98

71.51

A/P Regular Open Item Register

PAGE: 1

PACKET: 03229 NOV 6 PAYALBES

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

01-05886 KELLY & LEMMONS P.A.

I-64171 OCT PROSECUTIONS

11/06/2024 APBNK DUE: 11/06/2024 DISC: 11/06/2024

OCT PROSECUTIONS

1099: Y

101 4123-80200-000 LEGAL FEES

2,500.00

=== VENDOR TOTALS ===

2,500.00

2,945.48

2,500.00

01-05973 NORTH SUBURBAN COMMUNICATIONS

I-2024-564

11/06/2024

Q4 COOPERATIVE SVC TO NSCC

APBNK DUE: 11/06/2024 DISC: 11/06/2024 Q4 COOPERATIVE SVC TO NSCC

1099: N

101 4116-85050-000 CABLE TV

209 4209-85020-000 STREET LIGHTING POWER

209 4209-85020-000 STREET LIGHTING POWER

101 4131-85030-000 NATURAL GAS

2,945,48

140.46

145.36

130.59

=== VENDOR TOTALS ===

2,945.48 

416,41

1099: N

01-05870 XCEL ENERGY

I-202411068997

ELECT

11/06/2024 APBNK DUE: 11/06/2024 DISC: 11/06/2024

ELECT

ELECT

GAS

=== VENDOR TOTALS ===

416.41

=== PACKET TOTALS ===

5,861.89

2,065.72

2,939.16

EMP #	NAME	AMOUNT
C 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 JOHNSON	1,853.82
01-1136	ROLAND O OLSON	3,282.06
01-1162	ALYSSA LANDBERG	1,293.09
01-1028	HANNAH B LYNCH	3,918.98
01-1168	DEAN T POPE	1,725.88

24,144.63 TOTAL PRINTED: 14

.0-27-2024 9:33 AM

PAYROLL CHECK REGISTER

'AYROLL NO: 01 City of Falcon Heights

01-1033 DAVE TRETSVEN

01-1143 COLIN B CALLAHAN

PAGE: 1 PAYROLL DATE: 10/27/2024

			CHECK	CHECK	CHECK
17	) EMPLOYEE NAME	TYPE	DATE	TRUOMA	NO.
184	4 NEIS, ADRIAN J	R	10/27/2024	426.50	093575
167	7 SIMONS, DAVID S	R	10/27/2024	1,857.97	093576
279	LADOUCEUR, HADLEY J	R	10/27/2024	55.41	093577
280	LEE, RACHEL H	R	10/27/2024	55.41	093578

10-27-2024 9:33 AM

PAYROLL CHECK REGISTER

PAYROLL NO: 01 City of Falcon Heights

PAGE: 2

PAYROLL DATE: 10/27/2024

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

REGULAR CHECKS: DIRECT DEPOSIT REGULAR CHECKS: 4 2,395.29

14 24,144.63

MANUAL CHECKS:

PRINTED MANUAL CHECKS:

DIRECT DEPOSIT MANUAL CHECKS:

VOIDED CHECKS:

NON CHECKS:

\*\*\*\*\*\*\*\*\*\*\*

TOTAL CHECKS: 18 26,539.92

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

# Oct 30 Payroll

Fed With	9,337.46
St With	1,709.89
Pera	5,342.82
ICMA	200.00
	-
	-

16,590.17

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Meeting Date	November 13, 2024
Agenda Item	Consent H2
Attachment	N/A
Submitted By	Kelly Nelson
-	Administrative Services Director /
	Deputy Clerk

Item	Approval of City License(s)
Description	The following individuals/entities have applied for a Municipal Business License for 2025. Staff have received the necessary documents for licensure.  1. Blaze Credit Union 2. Falcon Heights Gas & Convenience 3. Hamline Family Dental 4. Salon Ling
	The following individuals/entities have applied for a <u>Gasoline Station</u> <u>Operator License</u> for 2025. Staff have received the necessary documents for licensure.  1. Falcon Heights Gas & Convenience
	The following individuals/entities have applied for a Retail Grocery License for 2025. Staff have received the necessary documents for licensure.  1. Falcon Heights Gas & Convenience
	The following individuals/entities have applied for a <u>Car Wash License</u> for 2025. Staff have received the necessary documents for licensure.  1. Falcon Heights Gas & Convenience
	The following individuals/entities have applied for a <u>Tobacco License</u> for 2025. Staff have received the necessary documents for licensure.  1. Falcon Heights Gas & Convenience
	The following individuals/entities have applied for a Massage Therapy for 2025. Staff have received the necessary documents for licensure.  1. Salon Ling; Ling Yu
	The following individuals/entities have applied for a Refuse & Recycling  Hauler License for 2025. Staff have received the necessary documents for licensure.  1. Tennis Sanitation, LLC  2. Gene's Disposal Service Inc.

The following individuals/entities have applied for a Multifamily Rental Dwelling License for 2025. Staff have received the necessary documents for licensure.  1. Jian An Liu, 1496 Larpenteur Ave. W. 2. Donald Sobania Minn Trust, 1510 Larpenteur Ave. W. 3. 1707 Tatum LLC, 1707 Tatum Street 4. Birch Terrace, 1688 Arona St. 5. Birch Terrace, 1511 Larpenteur Ave. W. 6. John McDonald, 1490 Larpenteur Ave. W.  The following individuals/entities have applied for a Bus Bench License for 2025. Staff have received the necessary documents for licensure. 1. United States Bench Corporation  The following individuals/entities have applied for a Restaurant License for 2025. Staff have received the necessary documents for licensure. 1. Stout's Pub  The following individuals/entities have applied for a Liquor License for 2025. Staff have received the necessary documents for licensure. 1. Stout's Pub  N/A  Attachment(s)  N/A  Staff recommends approval of the City license applications contingent on background checks and fire inspections as required.		
Action(s) Staff recommends approval of the City license applications contingent on		<ul> <li>Dwelling License for 2025. Staff have received the necessary documents for licensure.</li> <li>1. Jian An Liu, 1496 Larpenteur Ave. W.</li> <li>2. Donald Sobania Minn Trust, 1510 Larpenteur Ave. W.</li> <li>3. 1707 Tatum LLC, 1707 Tatum Street</li> <li>4. Birch Terrace, 1688 Arona St.</li> <li>5. Birch Terrace, 1511 Larpenteur Ave. W.</li> <li>6. John McDonald, 1490 Larpenteur Ave. W.</li> <li>The following individuals/entities have applied for a Bus Bench License for 2025. Staff have received the necessary documents for licensure.</li> <li>1. United States Bench Corporation</li> <li>The following individuals/entities have applied for a Restaurant License for 2025. Staff have received the necessary documents for licensure.</li> <li>1. Stout's Pub</li> <li>The following individuals/entities have applied for a Liquor License for 2025. Staff have received the necessary documents for licensure.</li> <li>1. Stout's Pub</li> </ul>
Action(s) Staff recommends approval of the City license applications contingent on	Attachment(s)	
kequested background checks and fire inspections as required.	` '	
	Kequestea	background checks and fire inspections as required.

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Meeting Date	November 13, 2024
Agenda Item	Consent H3
Attachment	N/A
Submitted By	Jack Linehan, City Administrator

Item	Consideration of Settlement, Project FH-21-02 – Falcon Heights 2021 Pavement Management Project, Performance Bond Dispute, Bond No. GRMN44728A
Description	Following our closed session discussion, the City Council will give direction to staff on how to proceed with the settlement.
Budget Impact	N/A
Attachment(s)	Settlement Agreement
Action(s) Requested	The City Council is requested to give direction to staff following the closed session discussions.

#### FULL AND FINAL RELEASE AND ASSIGNMENT

Bond No. GRMN44728A

Principal: MOLNAU TRUCKING, LLC

Obligee: CITY OF FALCON HEIGHTS

Project: FALCON HEIGHTS 2021 PAVEMENT MANAGEMENT PROJECT

Claimant: CITY OF FALCON HEIGHTS

In consideration of the payment of Fifty Thousand Dollars and XX Cents (\$50,000.00) by Granite Re, Inc. ("Company"), and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, the Claimant undersigned hereby fully and finally releases, acquits, exonerates and discharges the above Principal and Company and/or any and all affiliates, subsidiaries, divisions, successors, assigns, attorneys, cosureties and/or reinsurers from any and all known or unknown claims, causes of actions, suits, or liabilities ("Claims") whatsoever arising out of or in any way related to the above-referenced Project and Bond No., or against Company as surety on the Bond No. GRMN44728A. Claimant hereby agrees to dismiss any lawsuits filed with respect to the Claims and provide the Company documentation that it has done so.

As a further inducement to Company for making payment at this time, undersigned hereby agrees, confirms and guarantees that all obligations related to the completion of the Project by the Obligee have been paid. The undersigned further warrants, certifies and represents that all just and lawful billings, accounts and/or amounts due all persons who have furnished labor, material, equipment or services to the undersigned or its subcontractors or suppliers employed in the performance of these contracts have been paid in full accordance, or will be paid in full from this payment, with the terms and conditions of the contracts and that there are no amounts for which the undersigned or the Company would be responsible under the said agreements, all amounts having been fully paid and other terms of the relevant subcontracts, material supply contracts or purchase orders or other agreements having been fully complied with by the undersigned. Upon execution of this Full and Final Release and Assignment, the Claimant/Obligee confirms that Bond No. GRMN44728A is immediately released and the originals shall be returned to the Company's counsel at: Gregerson, Rosow, Johnson and Nilan, LTD., attn: Daniel R. Gregerson, Esq. 100 Washington Ave. S. Ste. 1550, Minneapolis, MN 55401.

SIGNATURES ON FOLLOWING PAGE

Deleted:

# CITY OF FALCON HEIGHTS

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DATE NAME, TIT	LE OF OFFICER - E.G. JANE DOE, NOT	ARY PUBLIC			
personally appeared			G	INDIVIDUAL	
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personally known to me -OR-	proved to me on the basis of satisfactory evidence to be			CORPORATE OFFI	CER(S)
	person(s) whose name(s) is	/are		· ·	fle(s)
	subscribed to the within instrument and acknowledge	ed			(0)
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	the same in his/her/their authorized capacity(ies), and				GENERAL
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Meeting Date	November 13, 2024
Agenda Item	H4
Attachment	Agreement
Submitted By	Jennifer Lowry, Interim-City Engineer

Item	2025 Pavement Management Project geotechnical evaluation. Approve Professional	
Item	Services Agreement for the 2025 Pavement Management Project #25-01.	
Description	in preparation for the design phase of the project. A consulting services contract is need to facilitate the geotechnical scope of work for the project, which includes pavement and support aggregates/soil exploration, sample testing, and reporting. Typically, a third party is hired by the City to perform the testing and deliver reports. Roseville's Engineering Department prepared an RFP on behalf of Falcon Heights and solicited proposals from Braun Intertec Corporation and American Engineering Testing (AET).	
	Both firms submitted proposals for the following amounts:	
	Braun - \$4,450.00	
	AET - \$6,340.00	
	The proposals were reviewed to compare the proposed work scope, sequencing, schedule, and estimated costs. Each of the firms is capable of completing the required work and has successfully completed similar work in the past for the city. Based on the review of the proposals, the Engineering staff recommends that Braun be selected for the work.	
Budget Impact	The estimated cost of the proposals by Braun is \$4,450.00 and will be included in the total project costs which are to be funded using the Local Street funds, MSA funds, and assessments.	
Attachment	Agreement	
Action(s) Requested	Approve Professional Services Agreement between Braun Intertec Corporation and the city for geotechnical evaluation services for the 2025 Pavement Management Project.	

## CITY OF FALCON HEIGHTS PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is made on the 13<sup>th</sup> day of November, 2024, between the City of Falcon Heights, a Minnesota municipal corporation (the "City"), and Braun Intertec Corporation, a Minnesota corporation (the "Contractor", hereinafter defined as Consultant performing professional services, each a "Party" and together the "Parties").

- 1. Scope of Work. The Contractor agrees to provide the professional services described in Exhibit A ("Work") which is attached to this Agreement and incorporated by this reference. All Work provided by Contractor under this Agreement shall be provided in a manner consistent with the level of care and skill ordinarily exercised by professional consultants currently providing similar services in the Twin Cities region.
- 2. Term and Termination. The term of this Agreement will commence on November 13, 2024. Unless extended by written agreement of the Parties, this Agreement will terminate no later than January 1, 2025, or upon completion of the Work, whichever occurs first. Such extension may be approved by the Public Works Director, or their designee. This Agreement may be terminated earlier by the City with or without cause, by delivering, a written notice at least thirty (30) days prior to the date of such termination to Contractor. The date of termination shall be stated in the notice. Upon termination the Contractor shall be paid for services rendered and eligible reimbursable expenses incurred by the Contractor through and until the date of termination. If the City terminates this Agreement for cause, the notice shall so-state, and no further payment shall be due to the Contractor following the delivery of the termination notice.
- 3. Compensation for Work. The City agrees to compensate Contractor in accordance with Exhibit A attached hereto for the Work. Any changes in the Work which may result in an increase to the compensation due the Contractor shall require prior written approval of the City.
- 4. Method of Payment. Following the conclusion of each calendar month, Contractor must submit an itemized invoice detailing actual hours worked and actual expenses incurred for Work performed under this Agreement during the previous month. Invoices submitted shall be paid in the same manner as other claims made to the City. Invoices shall contain the following:
  - a. For compensation based on hours worked by various individuals, for each individual, their name, job title, the number of hours worked, rate of pay and description of the Work performed. For reimbursable expenses an itemized listing including, as applicable, receipts for such expenses.
  - b. Upon request of the City, Contractor must also provide the City's project number, a progress summary showing the original (or amended) amount of the Agreement, the current billing, past payments, the unexpended balance due under the Agreement.
- 5. Representatives and Notices: The below-named individuals will act as the representatives of the Parties with respect to the work to be performed under this Agreement. Any termination notice issued under this Agreement shall be either hand delivered or sent by U.S. Mail to the belownamed individuals:

To City:

City of Roseville 2660 Civic Center Drive Roseville, MN 55113 Attn: [Jennifer Lowry, City Eng.] To Contractor:

Braun Intertec Corporation 11001 Hampshire Avenue S Minneapolis, MN 55438 Attn: Kevin Zalec

- 6. Assignment or Subcontracting. Unless noted otherwise in Exhibit A, the Contractor shall not assign or enter into subcontracts for services provided under this Agreement without the written consent of the City. If subcontracts are approved and entered into, the Contractor shall promptly pay any subcontractor involved in the performance of this Agreement as required by, and the Contractor shall otherwise comply with, the State Prompt Payment Act.
- 7. Independent Contractor. All Work provided pursuant to this Agreement shall be provided by Contractor as an independent contractor and not as an employee of the City for any purpose. Any and all officers, employees, subcontractors, and agents of Contractor, or any other person engaged by Contractor in the performance of the Work pursuant to this Agreement, shall not be considered employees of the City. Contractor, its employees, subcontractors, or agents shall not be entitled to any of the rights, privileges, or benefits of the City's employees, except as otherwise stated herein.
- 8. Annual Review. Following the anniversary date of each year of this Agreement, the City shall have the right to conduct a review of the performance of the Work performed by the Contractor under this Agreement. The Contractor agrees to cooperate in such review and to provide such information as the City may reasonably request. Following each performance review the Parties shall, if requested by the City, meet and discuss the performance of the Contractor relative to the remaining Work to be performed by the Contractor under this Agreement.
- 9. Compliance with Laws and Regulations. The Contractor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations in the performance of the Work.
- 10. Non-Discrimination. During the performance of this Agreement, the Contractor shall not discriminate against any person, contractor, vendor, employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation or age. The Contractor shall post in places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause and stating that all qualified applicants will receive consideration for employment. The Contractor shall incorporate the foregoing requirements in all of its subcontracts for Work done under this Agreement and will require all of its subcontractors performing such Work to incorporate such requirements in all subcontracts for the performance of the Work. The Contractor further agrees to comply with all aspects of the Minnesota Human Rights Act, Minnesota Statutes 363.01, et. seq., Title VI of the Civil Rights Act of 1964, and the Americans with Disabilities Act.

- 11. Data Practices Act Compliance. Contractor acknowledges that all data provided, produced, or obtained under this Agreement shall be protected, maintained, and administered in accordance with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 (the "Act"), and that with regard to such data Contractor must comply with the Act as if it were a government entity. Contractor will immediately report to the City any requests from third Parties for information relating to this Agreement.
- 12. Audit Disclosure. Under Minn. Stat. § 16C.05, subd. 5, Contractor's books, records, documents, and accounting procedures and practices relevant to this Agreement, including books and records of any approved subcontractors, are subject to examination by the City and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years after the termination of this Agreement.
- 13. Indemnification. The Contractor agrees to defend, indemnify and hold the City, and its mayor, councilmembers, officers, agents, employees, and representatives harmless from and against all liability, claims, damages, costs, judgments, losses and expenses, including but not limited to reasonable attorney's fees, to the comparative extent caused by the negligent or wrongful act or omission of the Contractor, its officers, agents, employees, contractors and/or subcontractors, pertaining to the performance or failure to perform the Work. The Contractor agrees to defend the Indemnified Parties from all of the above to the extent that and according to the timing of such defense cost coverage under applicable insurance contract. Nothing herein shall be construed as a limitation on or waiver of any immunities or limitations on liability available to the City under Minnesota Statutes, Chapter 466, or other law. Neither Party hereto shall be responsible or held liable to the other for punitive, indirect, incidental, or consequential damages, or liability for loss of use, loss of business opportunity, loss of profit or revenue, loss of product or output, or business interruption.
  - 14. Insurance. Prior to starting the Work and during the full term of this Agreement, the Contractor shall procure and maintain, at Contractor's expense, as follows:
    - a. Workers Compensation insurance for all employees performing Work under this agreement n the in accordance with Minnesota law The Contractor shall also provide Employer's Liability Insurance with minimum limits as follows:
      - \$500,000 Bodily Injury by Disease per employee
      - \$500,000 Bodily Injury by Disease aggregate
      - \$500,000 Bodily Injury by Accident

If Minnesota Statutes, Section 176.041 exempts the Contractor from Workers' Compensation insurance, the Contractor must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes the Contractor from the Minnesota Workers' Compensation requirements.

b. Professional/Technical (Errors and Omissions) Liability Insurance

For contractors providing professional services as determined by the City, the Contractor is required to maintain Professional Liability (Errors and Omissions)

Insurance that provides coverage for all claims the Contractor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to the Contractor's professional services required under the contract.

The Contractor is required to carry the following minimum limits:

- \$1,000,000 -per occurrence
- \$1,500,000 annual aggregate

The retroactive or prior acts date of such coverage shall not be after the effective date of the contract and the Contractor shall maintain such insurance for a period of at least two (2) years, following completion of the work. If such insurance is discontinued, extended reporting period coverage must be obtained by the Contractor to fulfill this requirement.

- c. Commercial General Liability Insurance: The Contractor is required to maintain Commercial General Liability Insurance protecting it from claims for damages for bodily injury, including death, and from claims for property damage, which may arise from operations under the contract. This policy shall have no coverages removed by endorsement. Insurance minimum limits are as follows:
  - \$1,500,000 -per occurrence
  - \$2,000,000 annual aggregate
  - \$2,000,000 annual aggregate Products/Completed Operations

The following coverages shall be included:

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

The City, including its elected and appointed officials, employees, and agents, must be endorsed as an Additional Insured using ISO Form CG 20 10 or equivalent for Ongoing Operations and ISO Form CG 20 37 or equivalent for Products/Completed Operations.

d. Business Automobile Liability Insurance.

The Contractor is required to maintain Business Automobile Liability Insurance protecting it from claims for damages for bodily injury, including death, and from claims for property damage resulting from the ownership, operation, maintenance or use of all autos which may arise from operations under the contract. Insurance minimum limits are as follows:

\$1,000,000 - per occurrence Combined Single Limit for Bodily Injury and Property Damage

- The following coverages shall be included: Owned, Hired, and Non-owned Automobiles.
- e. Additional Insurance conditions:
  - The Contractor's policies shall be primary insurance and non-contributory to any other valid and collectible insurance available to the City with respect to any claim arising out of the Contractor's performance under the
  - An Umbrella or Excess Liability insurance policy may be used to supplement the Contractor's policy limits to satisfy the full policy limits required by the contract.
  - All insurance shall be provided on an occurrence basis and not on a claims-made basis, except professional liability insurance or other coverage not reasonably available on an occurrence basis; provided that all such claims-made coverage is subject to the approval of the City Attorney.
  - Any insurance limits in excess of the minimum limits shall be available to the City.
  - All policies, except professional liability, shall be endorsed with a waiver of subrogation in favor of the City, including its elected and appointed officials, employees, and agents for losses arising from activities under the contract.
  - Deductibles and self-insured retentions must be declared to and approved by the City. The City may require the Contractor to provide proof of ability to pay losses and related expenses within the deductible and retention.
  - The Contractor is required to submit a Certificates of insurance acceptable to the City as evidence of the required insurance coverage requirements.
  - The Contractor's policies and Certificate of Insurance shall contain a provision that coverage afforded under the policies shall not be cancelled without at least thirty (30) days' advanced written notice to the City, or ten (10) days' written notice for non-payment of premium.
  - The Contractor is responsible to review and ensure all subcontractors comply with the insurance provisions contained herein and said insurance is maintained as specified.
  - If the City authorizes the Contractor to be self-insured, a Certificate of Self-Insurance must be attached.
  - The Contractor shall obtain insurance policies from insurance companies having an "AM BEST" rating of A- (minus); Financial Size Category (FSC) VII or better, and authorized to do business in the State of Minnesota, or as approved by the City.
  - The City reserves the right to immediately terminate the contract if the Contractor is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the Contractor.
  - All insurance policies must be open to inspection by the City, and copies of policies must be submitted to the City's authorized representative upon written request.

- The City's failure to approve or disapprove the Contractor's policies or certificates shall not relieve the Contractor of full responsibility to maintain the required insurance.
- If the coverage period shown on the Contractor's current certificate of
  insurance ends during the duration of the project, the Contractor must,
  prior to the end of the coverage period, obtain a new certificate of
  insurance showing that coverage has been extended.
- No representation is made that the minimum insurance requirements are sufficient to cover the obligations of the Contractor under the contract.
- Contractor must provide a copy of: (i) a certification of insurance satisfactory to the City, and (ii) if requested, the Contractor's insurance declaration page, riders and/or endorsements, as applicable, which evidences the compliance with this Paragraph, must be filed with the City prior to the start of Contractor's Work. Such documents evidencing insurance shall be in a form acceptable to the City and shall provide satisfactory evidence that the Contractor has complied with all insurance requirements.
- 15. Ownership of Documents. All plans, diagrams, analysis, reports and information generated in connection with the performance of this Agreement (the "Information") shall become the property of the City, but the Contractor may retain copies of such documents as records of the services provided. The City may use the Information for any reasons it deems appropriate without being liable to the Contractor for such use. The Contractor shall not use or disclose the Information for purposes other than performing the Work contemplated by this Agreement without the prior consent of the City.
- 16. Conflicts. No salaried officer or employee of the City and no member of the City Council of the City shall have a financial interest, direct or indirect, in this Agreement. The violation of this provision shall render this Agreement void.
- 17. Waiver. Any waiver by either Party of a breach of any provisions of this Agreement shall not affect, in any respect, the validity of the remainder of this Agreement or either Parties' ability to enforce a subsequent breach.
- 18. Governing Law. This Agreement shall be controlled by the laws of the State of Minnesota. Any disputes, controversies, or claims arising under this Agreement shall be heard in the state or federal courts of Minnesota and the Parties waive any objections to jurisdiction.
- 19. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be considered an original.
- 20. Severability. The provisions of this Agreement are severable. If any portion hereof is, for any reason, held by a court of competent jurisdiction to be contrary to law, such decision shall not affect the remaining provisions of this Agreement.

- 21. Entire Agreement. Unless stated otherwise in this, the entire agreement of the Parties is contained in this Agreement. This Agreement supersedes all prior oral agreements and negotiations between the Parties relating to the subject matter hereof as well as any previous agreements presently in effect between the Parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the Parties, unless otherwise provided herein. Any modification of this agreement may be approved in writing by the Public Works Director, or their designee.
- 22. **Limitation of Liability.** The Contractor's aggregate liability for all claims arising out of this Agreement, including any defense obligation, is limited to the insurance coverage provided by Contractor.

(The remainder of this page has intentionally been left blank.)

IN WITNESS WHEREOF, the undersigned Parties have entered into this Agreement as of the date set forth above.

BRAUN INTERTEC
Ву
Its:
B <u>y:</u>
Its:

Proposal QTB204819

October 24, 2024

Mr. Erik Henricksen Assistant City Engineer City of Falcon Heights 2077 Larpenteur Avenue W. Falcon Heights, MN 55113

Re: Proposal for a Pavement Evaluation

Falcon Heights 2025 CIP Pavement Evaluation

Northome Neighborhood Mill-and-Overlay Project 25-01

Falcon Heights, Minnesota

Dear Mr. Henricksen:

Braun Intertec Corporation appreciates the opportunity to provide this proposal to complete a pavement evaluation for the City of Falcon Heights 2025 CIP project for Northome Neighborhood.

## **Project Information**

Per the information and map provided, we understand the city is planning pavement improvements via mill-and-overlay for approximately 1.27 miles in the Northome Neighborhood as part of their 2025 CIP. The streets included in this project are as follows:

- California Avenue W from Aaron Street to Hamline Avenue N 0.37 miles
- Idaho Avenue from E Snelling Drive to Hamline Avenue N 0.47 miles
- Iowa Avenue from Curtiss Field Park to Hamline Avenue N 0.43 miles

To provide recommendations for feasibility of the proposed mill-and-overlay, or whether a different repair approach is warranted, the city has requested a total of 11 pavement cores and soil borings.

## **Purpose**

The purpose of the pavement evaluation is to determine the thickness of the in-place pavement materials and to note underlying material conditions for use in providing recommendations related to pavement repair.

# **Scope of Services**

We propose the following tasks to help achieve the stated purpose. If we encounter unfavorable or unforeseen conditions during the completion of our tasks that lead us to recommend an expanded scope of services, we will contact you to discuss the conditions before resuming our services.

#### **Pavement Coring and Hand Auger Borings**

We will perform a total of 11 pavement cores and hand auger borings, as requested by the city, for the 2025 CIP streets, using a general spacing of about 650 feet. The purpose of performing pavement cores and hand auger borings will be to measure the thickness of the existing pavement section and underlying aggregate base section, if present, and to assess the condition of the bituminous pavement.

Once complete, the pavement cores will be returned to our laboratory where they will be reviewed for any material deficiencies and retained for any warranted testing. Upon backfilling boring locations, we will fill holes in pavements with a temporary patch. Over time, subsidence of the corehole backfill may occur, requiring releveling of surface grades or replacing bituminous patches. We are not assuming responsibility for releveling or repatching after we complete our fieldwork.

#### **Traffic Control**

Pavement coring and hand auger borings require our crews to work within the roadway. Based on our review of the streets to be tested, it appears the streets are low-volume, residential streets. To protect our field crews and alert motorists of our work on those streets, traffic control consisting of signs and cones will be used.

#### **Soil Sample Review and Laboratory Testing**

We will return recovered soil samples from the hand auger borings to our laboratory, where a geotechnical engineer will visually classify and log them. Based on the anticipated M&O repairs, we did not budget any laboratory tests for the aggregate base, if present, or subgrade soils. However, we will adjust the actual number and type of tests based on the results of our cores and hand auger borings and pavement repair recommendations.

#### **Engineering Analyses**

We will use data obtained from the pavement cores and hand auger borings to assess the in-place pavement conditions and to provide recommendations related to the planned repairs.

#### Report

We will prepare a report including:

- A CAD sketch showing the exploration locations.
- Summary of the pavement core and hand auger boring results, as well as photographs of the pavement cores.
- Summary of the subgrade soil classifications.
- Discussion related to the planned repair of each street and our recommendations for alternative repair(s), should other repairs be warranted based on our findings.
- Recommendations for pavement design.

We will submit an electronic copy of our report.

#### Schedule

We anticipate performing our work according to the following schedule.

- Pavement coring and hand auger borings will be performed within about two weeks after written authorization. Field work will take one day to complete.
- Draft report submittal by the requested date of December 1, 2024.
- Final report submittal within about one week after receiving comments.

If we cannot complete our proposed scope of services according to this schedule due to circumstances beyond our control, we may need to revise this proposal prior to completing the remaining tasks.

#### **Fees**

We will furnish the services described in this proposal on a time and materials basis for an estimated fee of \$4,450. We are attaching a tabulation showing hourly and/or unit rates associated with our proposed scope of services.

Our work may extend over several invoicing periods. As such, we will submit partial progress invoices for work we perform during each invoicing period.

#### **General Remarks**

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

We appreciate the opportunity to present this proposal to you. Please sign and return a copy to us in its entirety.

We based the proposed fee on the scope of services described and the assumptions that you will authorize our services within 30 days and that others will not delay us beyond our proposed schedule.

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

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Heidi at 612.597.6244 (holson@braunintertec.com).

Sincerely,

BRAUN INTERTEC CORPORATION
Heidi C. Olson, PE Project Engineer
Christopher R. Kufner, PE Associate Director, Principal Engineer
Attachments: Project Proposal General Conditions (1/1/18)
The proposal is accepted, and you are authorized to proceed with:
City Of Falcon Herzen
Authorizer's Firm  Authorizer's Firm
Authorizer's Signature
lack Linehan
Authorizer's Name (please print or type)
City Administrator
Authorizer's Title
11-13-24

Date



# **Project Proposal**

## QTB204819

Northome Neighborhood Mill & Overlay

Client:

City of Falcon Heights

2077 Larpenteur Ave W Falcon Heights, MN 55113 (651) 792-7600

#### Work Site Address:

California Avenue, Iowa Avenue, Idaho Avenue between Snelling and Hamline Avenues Falcon Heights, MN 55113 Service Description:

Pavement Evaluation

	Description	Quantity	Units	Unit Price	Extension
ise 1	Pavement Evaluation	- Mar 112	A. J. T.		N 198 L
Activity 1.1	Site Layout - Staking - Permits - CADD				\$410.00
126	Project Engineer (Site Layout)	1.00	Hour	180.00	\$180.0
288	Project Assistant (ROW Permit)	1.00	Hour	95.00	\$95.0
371	CADD/Graphics Operator	1.00	Hour	135.00	\$135.0
Activity 1.2	Pavement Coring and Hand Auger Borings				\$1,610.0
252	Bituminous Coring, two person cew	6.00	Hour	220.00	\$1,320.0
1870	Coring Crew Trip Charge	1.00	Each	50.00	\$50.0
1405	Bit wear and patch material, per core	11.00	Each	10.00	\$110.0
5902	iPad/R1 Field Data GPS (sub-meter horizontal only), per day	1.00	Each	130.00	\$130.0
Activity 1.3	Evaluation/Analysis/Reports				\$2,430.0
138	Project Assistant	2.00	Hour	95.00	\$190.0
126	Project Engineer	9.00	Hour	180.00	\$1,620.0
125	Project Manager	1.00	Hour	140.00	\$140.0
130	Principal Engineer	2.00	Hour	240.00	\$480.0
			Ph	ase 1 Total:	\$4,450.0

Proposal Total:	\$4,450.00
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#### Section 1: Agreement

- 1.1 Our agreement with you consists of these General Conditions and the accompanying written proposal or authorization ("Agreement"). This Agreement is the entire agreement between you and us. It supersedes prior agreements. It may be modified only in a writing signed by us, making specific reference to the provision modified.
- **1.2** The words "you," "we," "us," and "our" include officers, employees, and subcontractors.
- 1.3 In the event you use a purchase order or other documentation to authorize our scope of work ("Services"), any conflicting or additional terms are not part of this Agreement. Directing us to start work prior to execution of this Agreement constitutes your acceptance. If, however, mutually acceptable terms cannot be established, we have the right to terminate this Agreement without liability to you or others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

#### Section 2: Our Responsibilities

- 2.1 We will provide Services specifically described in this Agreement. You agree that we are not responsible for services that are not expressly included in this Agreement. Unless otherwise agreed in writing, our findings, opinions, and recommendations will be provided to you in writing. You agree not to rely on oral findings, opinions, or recommendations without our written approval.
- 2.2 In performing our professional services, we will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of our profession practicing in the same locality. If you direct us to deviate from our recommended procedures, you agree to hold us harmless from claims, damages, and expenses arising out of your direction. If during the one year period following completion of Services it is determined that the above standards have not been met and you have promptly notified us in writing of such failure, we will perform, at our cost, such corrective services as may be necessary, within the original scope in this Agreement, to remedy such deficiency. Remedies set forth in this section constitute your sole and exclusive recourse with respect to the performance or quality of Services.
- 2.3 We will reference our field observations and sampling to available reference points, but we will not survey, set, or check the accuracy of those points unless we accept that duty in writing. Locations of field observations or sampling described in our report or shown on our sketches are based on information provided by others or estimates made by our personnel. You agree that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. You accept the inherent risk that samples or observations may not be representative of things not sampled or seen and further that site conditions may vary over distance or change over time.

- 2.4 Our duties do not include supervising or directing your representatives or contractors or commenting on, overseeing, or providing the means and methods of their services unless expressly set forth in this Agreement. We will not be responsible for the failure of your contractors, and the providing of Services will not relieve others of their responsibilities to you or to others.
- **2.5** We will provide a health and safety program for our employees, but we will not be responsible for contractor, owner, project, or site health or safety.
- 2.6 You will provide, at no cost to us, appropriate site safety measures as to work areas to be observed or inspected by us. Our employees are authorized by you to refuse to work under conditions that may be unsafe.
- 2.7 Unless a fixed fee is indicated, our price is an estimate of our project costs and expenses based on information available to us and our experience and knowledge. Such estimates are an exercise of our professional judgment and are not guaranteed or warranted. Actual costs may vary. You should allow a contingency in addition to estimated costs.

#### **Section 3: Your Responsibilities**

- **3.1** You will provide us with prior environmental, geotechnical and other reports, specifications, plans, and information to which you have access about the site. You agree to provide us with all plans, changes in plans, and new information as to site conditions until we have completed Services.
- **3.2** You will provide access to the site. In the performance of Services some site damage is normal even when due care is exercised. We will use reasonable care to minimize damage to the site. We have not included the cost of restoration of damage in the estimated charges.
- **3.3** You agree to provide us, in a timely manner, with information that you have regarding buried objects at the site. We will not be responsible for locating buried objects at the site. You agree to hold us harmless, defend, and indemnify us from claims, damages, losses, penalties and expenses (including attorney fees) involving buried objects that were not properly marked or identified or of which you had knowledge but did not timely call to our attention or correctly show on the plans you or others furnished to us.
- 3.4 You will notify us of any knowledge or suspicion of the presence of hazardous or dangerous materials present on any work site or in a sample provided to us. You agree to provide us with information in your possession or control relating to such materials or samples. If we observe or suspect the presence of contaminants not anticipated in this Agreement, we may terminate Services without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

- 3.5 Neither this Agreement nor the providing of Services will operate to make us an owner, operator, generator, transporter, treater, storer, or a disposal facility within the meaning of the Resource Conservation Recovery Act, as amended, or within the meaning of any other law governing the handling, treatment, storage, or disposal of hazardous substances. You agree to hold us harmless, defend, and indemnify us from any damages, claims, damages, penalties or losses resulting from the storage, removal, hauling or disposal of such substances.
- **3.6** Monitoring wells are your property, and you are responsible for their permitting, maintenance, and abandonment unless expressly set forth otherwise in this Agreement.
- 3.7 You agree to make all disclosures required by law. In the event you do not own the project site, you acknowledge that it is your duty to inform the owner of the discovery or release of contaminants at the site. You agree to hold us harmless, defend, and indemnify us from claims, damages, penalties, or losses and expenses, including attorney fees, related to failures to make disclosures, disclosures made by us that are required by law, and from claims related to the informing or failure to inform the site owner of the discovery of contaminants.

## Section 4: Reports and Records

- **4.1** Unless you request otherwise, we will provide our report in an electronic format.
- 4.2 Our reports, notes, calculations, and other documents and our computer software and data are instruments of our service to you, and they remain our property. We hereby grant you a license to use the reports and related information we provide only for the related project and for the purposes disclosed to us. You may not transfer our reports to others or use them for a purpose for which they were not prepared without our written approval. You agree to indemnify, defend, and hold us harmless from claims, damages, losses, and expenses, including attorney fees, arising out of such a transfer or use.
- **4.3** If you do not pay for Services in full as agreed, we may retain work not yet delivered to you and you agree to return to us all of our work that is in your possession or under your control.
- **4.4** Samples and field data remaining after tests are conducted and field and laboratory equipment that cannot be adequately cleansed of contaminants are and continue to be your property. They may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.
- 4.5 Electronic data, reports, photographs, samples, and other materials provided by you or others may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

#### Section 5: Compensation

- 5.1 You will pay for Services as stated in this Agreement. If such payment references our Schedule of Charges, the invoicing will be based upon the most current schedule. An estimated amount is not a firm figure. You agree to pay all sales taxes and other taxes based on your payment of our compensation. Our performance is subject to credit approval and payment of any specified retainer.
- 5.2 You will notify us of billing disputes within 15 days. You will pay undisputed portions of invoices upon receipt. You agree to pay interest on unpaid balances beginning 30 days after invoice dates at the rate of 1.5% per month, or at the maximum rate allowed by law.
- 5.3 If you direct us to invoice a third party, we may do so, but you agree to be responsible for our compensation unless the third party is creditworthy (in our sole opinion) and provides written acceptance of all terms of this Agreement.
- 5.4 Your obligation to pay for Services under this Agreement is not contingent on your ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of any lawsuit, your successful completion of any project, receipt of payment from a third party, or any other event. No retainage will be withheld.
- 5.5 If you do not pay us in accordance with this Agreement, you agree to reimburse all costs and expenses for collection of the moneys invoiced, including but not limited to attorney fees and staff time.
- 5.6 You agree to compensate us in accordance with our Schedule of Charges if we are asked or required to respond to legal process arising out of a proceeding related to the project and as to which we are not a party.
- 5.7 If we are delayed by factors beyond our control, or if project conditions or the scope or amount of work changes, or if changed labor conditions result in increased costs, decreased efficiency, or delays, or if the standards or methods change, we will give you timely notice, the schedule will be extended for each day of delay, and we will be compensated for costs and expenses incurred in accordance with our Schedule of Charges.
- 5.8 If you fail to pay us in accordance with this Agreement, we may consider the default a total breach of this Agreement and, at our option, terminate our duties without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.
- **5.9** In consideration of our providing insurance to cover claims made by you, you hereby waive any right to offset fees otherwise due us.

Section 6: Disputes, Damage, and Risk Allocation 6.1 Each of us will exercise good faith efforts to resolve disputes without litigation. Such efforts will include, but not be limited to, a meeting(s)

- attended by each party's representative(s) empowered to resolve the dispute. Before either of us commences an action against the other, disputes (except collections) will be submitted to mediation.
- 6.2 Notwithstanding anything to the contrary in this Agreement, neither party hereto shall be responsible or held liable to the other for punitive, indirect, incidental, or consequential damages, or liability for loss of use, loss of business opportunity, loss of profit or revenue, loss of product or output, or business interruption.
- 6.3 You and we agree that any action in relation to an alleged breach of our standard of care or this Agreement shall be commenced within one year of the date of the breach or of the date of substantial completion of Services, whichever is earlier, without regard to the date the breach is discovered. Any action not brought within that one year time period shall be barred, without regard to any other limitations period set forth by law or statute. We will not be liable unless you have notified us within 30 days of the date of such breach and unless you have given us an opportunity to investigate and to recommend ways of mitigating damages. You agree not to make a claim against us unless you have provided us at least 30 days prior to the institution of any legal proceeding against us with a written certificate executed by an appropriately licensed professional specifying and certifying each and every act or omission that you contend constitutes a violation of the standard of care governing our professional services. Should you fail to meet the conditions above, you agree to fully release us from any liability for such allegation.
- 6.4 For you to obtain the benefit of a fee which includes a reasonable allowance for risks, you agree that our aggregate liability for all claims will not exceed the fee paid for Services or \$50,000, whichever is greater. If you are unwilling to accept this allocation of risk, we will increase our aggregate liability to \$100,000 provided that, within 10 days of the date of this Agreement, you provide payment in an amount that will increase our fees by 10%, but not less than \$500, to compensate us for the greater risk undertaken. This increased fee is not the purchase of insurance.
- 6.5 You agree to indemnify us from all liability to others in excess of the risk allocation stated herein and to insure this obligation. In addition, all indemnities and limitations of liability set forth in this Agreement apply however the same may arise, whether in contract, tort, statute, equity or other theory of law, including, but not limited to, the breach of any legal duty or the fault, negligence, or strict liability of either party.
- **6.6** This Agreement shall be governed, construed, and enforced in accordance with the laws of the state in which our servicing office is located, without regard to its conflict of laws rules. The laws of the state of our servicing office will govern all disputes, and all claims shall be heard in the state or federal courts for that state. Each of us waives trial by jury.

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

#### Section 7: General Indemnification

- 7.1 We will indemnify and hold you harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by our negligent acts or omissions or those negligent acts or omissions of persons for whom we are legally responsible. You will indemnify and hold us harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by your negligent acts or omissions of persons for whom you are legally responsible.
- **7.2** To the extent it may be necessary to indemnify either of us under Section 7.1, you and we expressly waive, in favor of the other only, any immunity or exemption from liability that exists under any worker compensation law.
- 7.3 You agree to indemnify us against losses and costs arising out of claims of patent or copyright infringement as to any process or system that is specified or selected by you or by others on your behalf.

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

- **8.1** We will provide a certificate of insurance to you upon request. Any claim as an Additional Insured shall be limited to losses caused by our negligence.
- **8.2** You and we, for ourselves and our insurers, waive all claims and rights of subrogation for losses arising out of causes of loss covered by our respective insurance policies.
- **8.3** Neither of us will assign or transfer any interest, any claim, any cause of action, or any right against the other. Neither of us will assign or otherwise transfer or encumber any proceeds or expected proceeds or compensation from the project or project claims to any third person, whether directly or as collateral or otherwise.
- **8.4** This Agreement may be terminated early only in writing. You will compensate us for fees earned for performance completed and expenses incurred up to the time of termination.
- **8.5** If any provision of this Agreement is held invalid or unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.
- **8.6** No waiver of any right or privilege of either party will occur upon such party's failure to insist on performance of any term, condition, or instruction, or failure to exercise any right or privilege or its waiver of any breach.

Meeting Date	November 13,2024
Agenda Item	Consent H5
Attachment	
Submitted By	Roland Olson, Finance Director

Item	General Fund budget amendment due to increased 2024 Police Contract costs after the 2024 budget was initially approved.
Description	Police services contract costs with Ramsey County Sheriff's office were not available when the city's 2024 budget was approved in December 2023. Only a best estimate of police costs was used in preparing the budget for 2024. Once the police contract negotiations were completed in May of 2024, it left the police services section of the general fund budget short approximately \$88,000. As the year 2024 progressed, it became apparent that a budget amendment needed to be done. Staff recommends a budget amendment to the General Fund police services account to increase the budget amount by \$88,000.  Increase 101-4122-81000 by \$88,000.  (101-4122-81000 would be increased from \$1,700,000 to \$1,788,000)
Budget Impact	This would increase the total police services budget account to include dispatch and animal control from \$1,734,779 to \$1,822,799. The total General Fund expenditure budget for 2024 increases from \$3,513,179 up to \$3,601,179.
Attachment(s)	
Action(s) Requested	Staff recommends council approval on the budget amendment to increase the police services budget by \$88,000, and in doing so, raise the total general fund budget by \$88,000 for 2024 to a total of \$3,601,179.

Meeting Date	November 13, 2024
Agenda Item	Consent H6
Attachment	
Submitted By	Roland Olson, Finance Director

Item  Description	Additional Transfer of funds from Fund 204 (Water fund) to Fund 403 (Parks/Public Works Capital fund) and budget amendments.  There are additional funds of \$25,000 in the Water Fund (fund 204) available that can be transferred to the Parks/Public Works Capital Fund (fund 403) in support of the Community Park capital improvements. This is a continuation of the financial support for the Community Park capital improvements as planned in our 2024 city budget. Amend the budgets as follows:
	Revenue increase: 403-39200-000 \$25,000  Expenditure increase: 204-97000-000 \$25,000
Budget Impact	This would increase the financial support of Community Park Capital Improvements by \$25,000. There was a previous budget approved transfer of \$275,000 in the 2024 budget.
Attachment(s)	
Action(s) Requested	Staff recommends council approval on this \$25,000 transfer of funds and budget amendments affecting Fund 204 and Fund 403.

Meeting Date	November 13, 2024
Agenda Item	H7
Attachment	-Quote Summary
	-Letter of Intent to Purchase
	-Resolution
Submitted By	Colin Callahan, Public Works Director

Item	Authorization of Intent to Purchase John Deere 1585 TerrainCut Tractor and Implements
Description	Our current 1585 John Deere is a model year 2018. It is used for mowing in the summer and clearing snow from the cities sidewalks and ice rinks. It has been a been a reliable machine over the years. However, due to it's age and how much we demand of it for mowing and snow removal operations, it is necessary to upgrade at this time.  The attached quote summary outlines the purchase price for a John Deere 1585 TerrainCut tractor with John Deere 72" mower deck and a Conterra 60" Hydraulic Broom, factoring in the trade-in value of the City's current 2018 John Deere 1585.
Budget Impact	The budget location would be in the 403 parks capital.
Attachment(s)	<ul> <li>Quote Summary</li> <li>Letter of Intent to Purchase in January 2025</li> <li>Resolution 24-63</li> </ul>
Action(s) Requested	Staff recommends Council approval to submit a letter of intent to purchase John Deere tractor and 2 implements in January 2025 and to approve the surplus of the City's 2018 John Deere 1585 TerrainCut.



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Quotes are valid for 30 days from the creation date or upon contract expiration, whichever occurs first.

A Purchase Order (PO) or Letter of Intent (LOI) including the below information is required to proceed with this sale. The PO or LOI will be returned if information is missing.

Vendor: Deere & Company	For any questions, please conta			
2000 John Deere Run Cary, NC 27513	Shane Fisher			
Signature on all LOIs and POs with a signature line	Minnesota Equipment, Inc. 13725 Main Street Rogers, MN 55374			
☐ Contract name or number; or JD Quote ID☐ Sold to street address☐ Ship to street address (no PO box)	Tel: 763-428-4107  Mobile Phone: 763-204-1171  Fax: 763-428-2700  Email: shanefisher@mnequip.com			
☐ Bill to contact name and phone number ☐ Bill to address				
Bill to email address (required to send the interpretation certificate	voice and/or to obtain the tax			
Membership number if required by the contra	ct			

Quotes of equipment offered through contracts between Deere & Company, its divisions and subsidiaries (collectively "Deere") and government agencies are subject to audit and access by Deere's Strategic Accounts Business Division to ensure compliance with the terms and conditions of the contracts.





Quote Id: 31638643

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company 2000 John Deere Run Cary, NC 27513 FED ID: 36-2382580 UEID: FNSWEDARMK53 ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Minnesota Equipment, Inc. 13725 Main Street Rogers, MN 55374 763-428-4107 rogerssales@mnequip.com

## Prepared For:

#### CITY OF FALCON HEIGHTS



## **Proposal For:**

# **Delivering Dealer:**

Shane Fisher

Minnesota Equipment, Inc. 13725 Main Street Rogers, MN 55374

763-428-4107 rogerssales@mnequip.com

**Quote Prepared By:** 

Shane Fisher 763-204-1171 shanefisher@mnequip.com

Date: 09 September 2024 Offer Expires: 31 October 2024 59





ALL PURCHASE ORDERS MUST BE MADE OUT

TO (VENDOR): Deere & Company 2000 John Deere Run

Cary, NC 27513 FED ID: 36-2382580 **UEID: FNSWEDARMK53**  ALL PURCHASE ORDERS MUST BE SENT

TO DELIVERING DEALER:

Minnesota Equipment, Inc. 13725 Main Street Rogers, MN 55374 763-428-4107

rogerssales@mnequip.com

#### **Quote Summary**

**Prepared For:** 

CITY OF FALCON HEIGHTS 2077 W LARPENTEUR AVE W SAINT PAUL, MN 55113 Business: 651-644-5050 TOM@GMAIL.COM

**Delivering Dealer:** 

Minnesota Equipment, Inc. Shane Fisher

13725 Main Street Rogers, MN 55374 Phone: 763-428-4107 Mobile: 763-204-1171 shanefisher@mnequip.com

31638643 Quote ID:

Created On: 09 September 2024 Last Modified On: 11 September 2024

**Expiration Date:** 31 October 2024

**Equipment Summary Selling Price Extended** Qty \$ 42,983.99 JOHN DEERE 1585 TerrainCut™ \$42,983.99 X 1 = with ComfortCab Commercial Front

Mower (Less Mower Deck)

Contract: Sourcewell Grounds Maintenance 031121-DAC (PG NB CG 70)

Price Effective Date: September 8, 2024

JOHN DEERE 72 In. Fastback PRO \$4,951.87 X \$ 4.951.87

Commercial Rear Discharge Deck

Contract: Sourcewell Grounds Maintenance 031121-DAC (PG NB CG 70)

Price Effective Date: September 8, 2024

**CONTERRA 60" HYDRAULIC** \$11,600.00 X \$ 11,600.00 =

**BROOM ASSEMBLY** 

Contract: Sourcewell Grounds Maintenance 031121-DAC (PG NB CG 70)

**Price Effective Date:** 

**Equipment Total** \$ 59.535.86

Trade In Summary	Qty	Each	Extended
2018 JOHN DEERE 1585 FRONT DECK MOWER	1	\$ 25,000.00	\$ 25,000.00
PayOff			\$ 0.00
Total Trade Allowance			\$ 25,000.00
Salesperson : X		Accepted By : 3	<b>K</b> 60_





ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company 2000 John Deere Run Cary, NC 27513 FED ID: 36-2382580

UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Minnesota Equipment, Inc. 13725 Main Street Rogers, MN 55374 763-428-4107

rogerssales@mnequip.com

MB 1500 mounted PTO broom PayOff Total Trade Allowance	1 \$4,500.00	\$ 4,500.00 \$ 0.00 \$ 4,500.00
Total Trade Allowance		Ψ 4,000.00
Trade In Total		\$ 29,500.00
8	Quote Summary	
	Equipment Total	\$ 59,535.86
	Trade In	\$ (29,500.00)
	SubTotal	\$ 30,035.86
	Est. Service Agreement Tax	\$ 0.00
	Total	\$ 30,035.86
	Balance Due	\$ 30,035.86

Salesperson : X \_\_\_\_\_ Accepted By : X \_\_\_\_\_61





Selling Price \*

# Selling Equipment

Customer Name: CITY OF FALCON HEIGHTS Quote Id: 31638643

ALL PURCHASE ORDERS MUST BE MADE OUT

TO (VENDOR): Deere & Company 2000 John Deere Run Cary, NC 27513 FED ID: 36-2382580

**UEID: FNSWEDARMK53** 

ALL PURCHASE ORDERS MUST BE SENT

TO DELIVERING DEALER: Minnesota Equipment, Inc. 13725 Main Street Rogers, MN 55374 763-428-4107

rogerssales@mnequip.com

# JOHN DEERE 1585 TerrainCut™ with ComfortCab Commercial Front Mower

Hours:

Stock Number:

Contract: Sourcewell Grounds Maintenance 031121-DAC

\$42,983,99

Price Effective Date: September 8, 2024

(PG NB CG 70)

\* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
246BTC	1585 TerrainCut <sup>™</sup> with ComfortCab Commercial Front Mower (Less Mower Deck)	1	\$ 55,722.00	23.00	\$ 12,816.06	\$ 42,905.94	\$ 42,905.94
		Stan	dard Options	s - Per Unit			
001A	United States and Canada	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
183N	JDLink™ M Modem	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
	<b>Standard Options Total</b>		\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00
Branch P.	Dealer At	tachi	ments/Non-C	ontract/Oper	Market	Section 1	7.77
AR87167	Engine Coolant Heater (110 V)	1	\$ 101.37	23.00	\$ 23.32	\$ 78.05	\$ 78.05
	<b>Dealer Attachments Total</b>		\$ 101.37		\$ 23.32	\$ 78.05	\$ 78.05
A TOWN		500			The same	777 3	
	Value Added Services Total		\$ 0.00			\$ 0.00	\$ 0.00

# JOHN DEERE 72 In. Fastback PRO Commercial Rear Discharge Deck

\$ 55,823.37

**Equipment Notes:** 

**Total Selling Price** 

Hours:

Stock Number:

Selling Price \*

\$ 12,839.38 \$ 42,983.99 \$ 42,983.99

Contract: Sourcewell Grounds Maintenance 031121-DAC

\$ 4,951.87

(PG NB CG 70)

Price Effective Date: September 8, 2024

\* Price per item - includes Fees and Non-contract items



# Selling Equipment



**Customer Name: CITY OF FALCON HEIGHTS** Quote Id: 31638643

ALL PURCHASE ORDERS MUST BE MADE OUT

TO (VENDOR):

Deere & Company 2000 John Deere Run Cary, NC 27513 FED ID: 36-2382580

**UEID: FNSWEDARMK53** 

ALL PURCHASE ORDERS MUST BE SENT

TO DELIVERING DEALER: Minnesota Equipment, Inc. 13725 Main Street

Rogers, MN 55374 763-428-4107

rogerssales@mnequip.com

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price	
5500TC	Commercial Rear Discharg	1 e	\$ 6,431.00	23.00	\$ 1,479.13	\$ 4,951.87	\$ 4,951.87	
	Deck	04	dard Ontion	s - Per Unit				
		The second second second			\$ 0.00	\$ 0.00	\$ 0.0	
001A	United States and Canada	1	\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.0	
0017	Standard Options Total		\$ 0.00		\$ 0.00			
	ing Price		\$ 6,431.00		\$ 1,479.13	\$ 4,951.87	\$ 4,951.0	

CONTERRA 60" HYDRAULIC BROOM ASSEMBLY	CONTERRA 60"	HYDRAULIC BROOM	ASSEMBLY
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**Equipment Notes:** 

Selling Price \* Hours: 0 \$ 11,600.00 Stock Number:

Contract: Sourcewell Grounds Maintenance 031121-DAC

(PG NB CG 70)

Price Effective Date:

\* Price per item - includes Fees and Non-contract items

**Extended** Contract List Price Discount% Discount Contract Qty **Description Price** Code **Amount** Price

\$ 0.00 \$ 11,600.00 \$ 11,600.00 0.00 1 \$ 11,600.00 \$ 0.00 \$ 11,600.00 \$ 11,600.00 1

\$ 11,600.00 **Total Selling Price** 



## **City of Falcon Heights**

2077 Larpenteur Ave W Falcon Heights, MN 55113

September 12, 2024

Deere and Company 2000 John Deere Run Cary, NC 27513

To Whom It May Concern:

Please accept this letter of intent to purchase a John Deere 1585 and attachments through Minnesota Equipment, Inc, of Rogers, Minnesota. Total Price with attachments installed \$59,535.86. Amount after trade in \$30,035.86. The purchase will be completed in January of 2025.

Contract: Sourcewell Grounds Maintenance 031121-DAC (PG NB CG 70 CG)

Quote ID: 31638643

#### Contact:

Colin Callahan

Public Works Director

Office: 651-792-7618

Email: colin.callahan@falconheights.org

Sincerely,

Colin Callahan

# CITY OF FALCON HEIGHTS COUNCIL RESOLUTION

November 13, 2024

No. 24-63

# A RESOLUTION APPROVING THE PURCHSE OF A NEW JOHN DEERE 1585 TERRAINCUT AND DECLARING THE 2018 JOHN DEERE 1585 TERRAINCUT AS SURPLUS EQUIPMENT

WHEREAS, Public Works uses the City's 2018 John Deere 1585 TerrainCut to mow in the summer and to clear snow from city's sidewalks and ice rinks in the winter;

WHEREAS, the demand placed upon it and age of 2018 John Deere 1585 TerrainCut now make it necessary to upgrade the equipment;

WHEREAS, the City Administrator is authorized to recommend City property that has reached its useful life be declared surplus; and

WHEREAS, the 2018 John Deere has a trade in value of \$25,000 to be used towards the purchase price of a new John Deere 1585 TerrainCut; and

WHEREAS, the City of Falcon Heights will replace its 2018 John Deere 1585 TerrainCut with a new John Deere 1585, outfitted with mow deck and hydraulic broom.

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

- 1. That the City Council declares the 2018 John Deere 1585 TerrainCut as surplus equipment.
- 2. That the City Administrator is authorized to negotiate with Deere & Company/Minnesota Equipment, Inc. to trade the 2018 John Deere 1585 TerrainCut and purchase a new John Deere 1585 TerrainCut with mow deck and hydraulic broom.

Moved by:	Meyer		Approved by:  Randall C. Gustafson  Mayor
GUSTAFSON LEEHY MEYER WASSENBER MIELKE	<u>5</u> 0	In Favor Against	Attested by:  Jack Linehan  City Administrator / City Clerk

Meeting Date	November 13, 2024
Agenda Item	Consent H-8
Attachment	Resolution 24-64
Submitted By	Hannah Lynch, Community
	Development Coordinator

Item	2025 Ramsey County Select Committee on Recycling & The Environment (SCORE) Grant Submittal and Enter Into Agreement with Ramsey County for Funding
Description	The City of Falcon Heights has a long standing history of working with Ramsey County to increase participation in City Wide Recycling Services. The SCORE Grant helps the City to perform these services and to increase the participation rate through education, events, and a diversity of the activities. The results of these actives contribute to our high participation rate and will continue to do so into the future.  Our estimated allocation for 2025 from Ramsey County is \$22,627 with incentive funding in the amount of \$14,009.
Budget Impact	Funds from the SCORE grant are used for a number of recycling efforts in the city.
Attachment(s)	<ul> <li>Resolution 24-64 Authorization to Apply for the Select Committee on Recycling &amp; the Environment (SCORE) Grant</li> </ul>
Action(s) Requested	Staff recommend approval of attached resolution 24-64 authorizing the application for the 2025 SCORE grant.

# CITY OF FALCON HEIGHTS COUNCIL RESOLUTION

November 13, 2024

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# RESOLUTION AUTHORIZING THE 2025 RAMSEY COUNTY SELECT COMMITTEE ON RECYCLING & THE ENVIRONMENT (SCORE) GRANT SUBMITTAL AND ENTER INTO AN AGREEMENT WITH RAMSEY COUNTY FOR FUNDING

WHEREAS, the City of Falcon Heights has a recycling program, which serves the residents of the City; and

WHEREAS, the City utilizes the Select Committee on Recycling & the Environment (SCORE) Grant funding to offset costs of that program each year; and

WHEREAS, the City Council has determined that participation in this program is beneficial to the residents of Falcon Heights.

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

- 1. Direct staff to apply for the Select Committee on Recycling & the Environment (SCORE) Grant funding to offset costs of the program.
- 2. Authorize the Mayor and City Administrator to execute all necessary documents.

ADOPTED by the Falcon Heights City Council this 13th day of November, 2024.

The State Control of the State		
Moved by:	Meyer	Approved by Randall C. Gustafson
GUSTAFSON LEEHY MEYER WASSENBERG MIELKE	5 In Favor Against	Attested by:  Jack Lineban  City Administrator

Meeting Date	November 13, 2024
Agenda Item	Consent H9
Attachment	See below.
Submitted By	Hannah Lynch, Community
	Development Coordinator

Item	Authorization to Apply for the Solar on Public Buildings Grant Program
Description	In 2023 the Minnesota Legislature established the Solar on Public Buildings (SPB) Grant Program (Minn. Stat. § 216C.377). The purpose of this program is to provide grants to stimulate the installation of solar energy systems on public buildings. The Department of Commerce will administer \$4.3M in grants to local governments in Xcel Energy electric service territory through at least two funding rounds.
	Eligible applicants for this grant program are local units of government including a county, statutory or home rule charter city, town, or other local government jurisdiction, excluding a school district eligible to receive financial assistance under section 216C.375; or a federally recognized Indian Tribe in Minnesota. (Minn. Stat. § 216C.377, subd. 1).
	Grants will be awarded for up to 70% of the project costs (dependent on the government's financial capacity) for a solar array that is built on or adjacent to a public building and is the lesser of 40kW system capacity or 120% of the building's annual energy consumption.
	The City of Falcon Heights has had a solar array on City Hall since 2012. Over the years, hail, wind, building shifting, and general delamination have affected these panels to the point of producing a fraction of their intended potential. Most of them (126 of 224) are cracked and have delaminated far quicker than would be expected for 10-year-old solar panels. Additionally, there is a broken inverter that cannot be replaced. The company that manufactured the panels has since gone out of business, and repair parts are not available. After having several electricians and a insurance claims adjuster out to look at the panels, it was been determined they need to be replaced.
	During the summer, staff met with Wolf River Electric to get an idea of the cost of the remove and recycling of the existing panels, and the cost of a new array. It was estimated the cost of removal and replacement would be roughly \$46k which could potentially be pulled from our recycling budget, and the cost of a new array would be around \$120k. Incentives would equal around \$108k with a total net of \$12k out of pocket for the new array. This array would begin paying back in two years of use.

	Part of this application would require the issuance of an RFP to gather estimates from other contractors. The attached proposal is intended as a baseline for the application and is not an acceptance.
Budget Impact	Removal of existing panels: Approximately \$46k for Recycling Panels (From Recycling Budget)  New panels: Total payments approx. \$120k, minus incentives approx. \$108k = total net \$12k.
Attachment(s)	<ul> <li>Solar on Public Buildings One-Pager</li> <li>Proposal from Wolf River Electric for Removal/Recycling of Existing Panels</li> <li>Proposal from Wolf River Electric for New Solar Array</li> <li>Resolution 24-65 Authorization to Apply for the Solar on Public Buildings Grant Program</li> </ul>
Action(s) Requested	Staff recommend approval of attached resolution 24-65 authorizing the application for the Solar on Public Buildings grant program.

# Solar on Public Buildings



# What's Available to Local Governments

Together federal, state, and local governments are working to solve the biggest challenges facing our communities. The Solar on Public Buildings Program will equip cities, towns, counties, and other local governments and Tribal nations to lower utilities costs, increase energy independence, expand our clean energy workforce, and take essential action address climate change.

To jumpstart or advance local governments' transition to clean energy, 4.3 million dollars in state funding will be distributed to build solar arrays on public buildings (system size up to 40 kilowatts) across Xcel Energy electric service territory in Minnesota through multiple application windows.

# Stack State Funding with the Federal Tax Credit 2023-2033 through Direct Pay

The federal Inflation Reduction Act made <u>clean energy</u> <u>tax credits</u> available to non-taxed entities including non-profits, tribal nations, houses of worship, and local governments. Through <u>Direct Pay</u>, local governments can access tax credits for clean energy investments like

solar arrays, geothermal heating and cooling systems, electric vehicles, and electric vehicle charging stations. The federal tax credit for solar arrays can be stacked with Minnesota's Solar on Public Buildings grant.

Base Credit (must meet labor standards)	30%	
Domestic Content Bonus	10%	
Energy Community Bonus (includes Brownfield Sites)	10%	
Low-Income Bonus (in Lower-Middle Income communities or Indian land) <sup>2</sup>	10%	
Qualified low-income residential building project /	20%	
Qualified low-income <sup>2</sup> economic benefit project		

# Request for Proposals coming soon! Here's what you can do to get ready

- Set up a free consultation with University of Minnesota partner Clean Energy Resource Teams (CERTs) Representative, Peter Lindstrom (612-625-9634; plindstr@umn.edu)
- Determine eligibility of building
  - o Owned and operated by the local government unit
  - o In Xcel Energy electric service territory
  - o A building or adjacent land that is equipped to hold a solar array and receive ample sunlight (the CERTs representative can help you identify the right building)
- Gather energy usage data (3 years of electricity use)
- · Determine system budget
- Begin internal conversation and processes with your respective government.
- Start conversation with electric utility about connecting a solar array to the grid

<sup>1</sup>For eligibility details on federal tax credits, bonus credits, and direct pay, see federal guidance: <a href="https://www.energy.gov/eere/solar/federal-solar-tax-credits-businesses">https://www.energy.gov/eere/solar/federal-solar-tax-credits-businesses</a>s

<sup>&</sup>lt;sup>2</sup>Low Income bonuses are one or the other, not both, and are capped at 1.8GW/year.

# **WOLF RIVER ELECTRIC**

# QUOTATION

Brandonlotsberg@wolfriverelectric.com 101 Isanti Parkway NE #G, Isanti, MN 55040 DATE 9.24.2024
QUOTE # 201
CUSTOMER ID NA

**BILL TO:** 

Hannah B. Lynch
City of Falcon Heights
651-792-7613
hannah.b.lynch@falconheights.org

Date: September 24, 2024
Prepared by: Brandon Lotsberg Sr

SHIP TO:

Falcon Heights City Hall 2077 Larpenteur Ave W Falcon Heights, MN 55113 651-792-7613

Comments: Remove & Recycle

DESCRIPTION	оту	PRICE	AMOUNT
Remove 169 Solar Panels	169	155.00	\$ 26,195.00
Disasemble Solar Array & Aerial Equipment	169	55.00	\$ 9,295.00
Recycle 169 Solar Panels & Shipping	169	65.00	\$ 10,985.00
Electrical Permit Fee	1	200.00	\$ 200.00
Specialty Roof - Assuming Existing Roof will be replaced with standard shingles	0	0.00	\$ -
Replacement of Existing Panels - not applicable assuming no panels were demaged	0	0.00	\$ -
Store Solar Panels and System On-Site While Roof is Being Repaired/Replaced	1	0.00	\$ -
		PROJECT TOTAL	\$ 46,675.00

This quote is valid for 30 days. If you have any questions concerning this quote please contact, Brandon Lotsberg, 651.247.0168 or Brandonlotsberg@wolfriverelectric.com

THANK YOU FOR YOUR BUSINESS!



Prepared For Falcon Heights 651-792-7613 hannah.b.lynch@falconheights.org



Discover a brighter tomorrow with Wolf River Electric, your trusted solar development partner since 2014. Proud members of MNSEIA, the Midwest Renewable Energy Association, and NABCEP certified, we bring over a decade of expertise to turn your renewable energy dreams into reality.

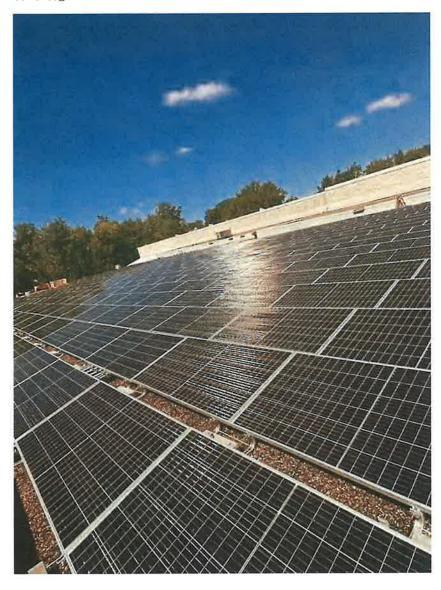
Picture megawatts of possibilities—our portfolio spans rooftop, carport, utility-scale, ground-mount, tracker, bifacial, bi-directional, and energy storage projects. With a footprint in Minnesota, Wisconsin, lowa, South Dakota, and North Dakota, we're here to ignite positive change in your community.

At Wolf River Electric, we're not just building solar projects; we're shaping a sustainable future. Join us on this exciting journey towards cleaner, greener energy solutions. Embrace innovation, reliability, and a commitment to environmental excellence—choose Wolf River Electric to illuminate your path to a sustainable tomorrow.

# Design #1

Prepared By
Wolf River Electric
(763) 229-6662
contact@wolfriverelectric.com

9/24/2024



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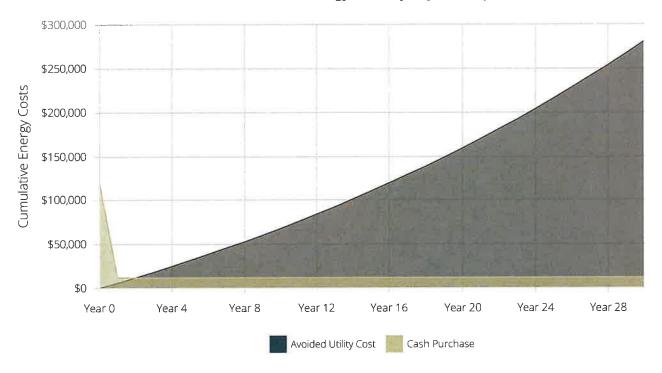
# 1 Project Summary

Payment Options	Cash Purchase
IRR - Term	21.8%
LCOE PV Generation	\$0.007 /kWh
Net Present Value	\$263,577
Payback Period	2.0 Years
Total Payments	\$120,000
Total Incentives	\$108,000
Net Payments	\$12,000
Electric Bill Savings - Term	\$280,580
Upfront Payment	\$120,000

#### **Combined Solar PV Rating**

Power Rating: 46,800 W-DC-CEC Power Rating: 46,800 W-DC-CEC

#### **Cumulative Energy Costs By Payment Option**





# 2.1.1 PV System Details

#### **General Information**

Facility: Meter #1

Address: 2077 Larpenteur Ave W Falcon Heights MN 55113

#### Solar PV Equipment Description

Solar Panels: 46.8 kW-DC Premium Modules

Inverters: Standard Inverter

#### Solar PV Equipment Typical Lifespan

Solar Panels: Greater than 30 Years

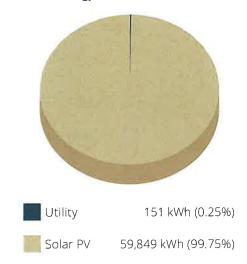
Inverters: 15 Years

#### **Solar PV System Rating**

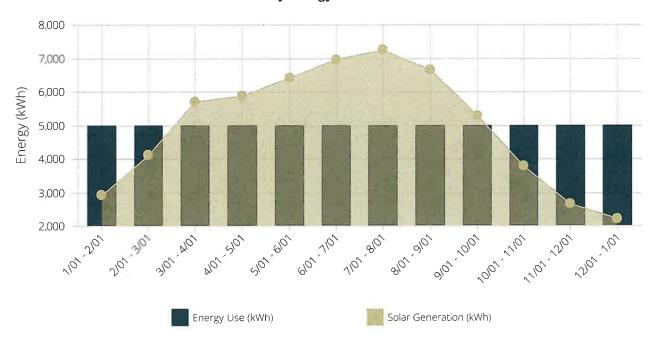
Power Rating: 46,800 W-DC Power Rating: 42,241 W-AC-CEC

#### **Energy Consumption Mix**

Annual Energy Use: 60,000 kWh



#### **Monthly Energy Use vs Solar Generation**





#### 2.1.2 Rebates and Incentives

This section summarizes all incentives available for this project. The actual rebate and incentive amounts for this project are shown in each example.

#### Direct Pay, Investment Tax Credit (ITC) - 30%

The Inflation Reduction Act (IRA) of 2022 contains a "direct pay" provision that enables certain tax-exempt customers, including state and local government, to receive a direct cash payment in lieu of an investment tax credit (ITC). Entities that qualify for direct pay are eligible to receive a 30% direct payment, assuming they meet the IRA established prevailing wage and apprenticeship requirements in order to qualify for the full 30% "increased rate", rather than a 6% "base rate". The IRA states that direct pay is only available for entities, including: an entity exempt from the tax, any State government (or political subdivision thereof), the Tennessee Valley Authority, an Indian tribal government, an Alaska Native Corporation, any corporation operating on a cooperative basis which is engaged in furnishing electric energy to persons in rural areas. These entities may take direct pay for solar and storage in the ITC and PTC as well as the ITC/PTC when tech neutral starts after 2025.

Total Incentive Value: \$36,000

#### **Solar on Public Buildings - Falcon Heights**

Solar on Public Buildings - Tier 2 up to 60% (not to exceed \$72,000)

In 2023 the Minnesota Legislature established the Solar on Public Buildings (SPB) Grant Program (Minn. Stat. § 216C.377). The purpose of this program is to provide grants to stimulate the installation of solar energy systems on public buildings. The Department of Commerce will administer \$4.3M in grants to local governments in Xcel Energy electric service territory through at least two funding rounds.

Eligible applicants for this grant program are local units of government (LUGs) including a county, statutory or home rule charter city, town, or other local government jurisdiction, excluding a school district eligible to receive financial assistance under section 216C.375; or a federally recognized Indian Tribe in Minnesota. (Minn. Stat. § 216C.377, subd. 1).

Grants will be awarded for up to 70% of the project costs (dependent on the government's financial capacity) for a solar array that is built on or adjacent to a public building and is the lesser of 40kW system capacity or 120% of the building's annual energy consumption.

Total Incentive Value: \$72,000



# 2.1.3 Utility Rates

The table below shows the rates associated with your current utility rate schedule (GS - A23). Your estimated electric bills after solar are shown on the following page.

Customer Charges			Energy Charges			Demand Charges					
Season	Charge Type	Rate Type	GS - A23	Season	Charge Type	Rate Type	GS - A23	Season	Charge Type	Rate Type	GS - A23
W	Flat Rate	per billing period	\$25.64	W	Flat Rate	Import	\$0.09196	W	Flat Rate	Import	\$12.26
S	Flat Rate	per billing period	\$25.64	S	Flat Rate	Import	\$0.09196	S	Flat Rate	Import	\$16.89

# 2.1.4 Current Electric Bill

The table below shows your annual electricity costs based on the most current utility rates and your previous 12 months of electrical usage.

Rate Schedule: XCEL-MN - GS - A23

Time Periods	Energy Use (kWh)	Max Demand (kW)		Ch	arges	
Bill Ranges & Seasons	Total	NC / Max	Other	Energy	Demand	Total
1/1/2024 - 2/1/2024 W	5,000	18	\$26	\$460	\$221	\$706
2/1/2024 - 3/1/2024 W	5,000	18	\$26	\$460	\$221	\$706
3/1/2024 - 4/1/2024 W	5,000	18	\$26	\$460	\$221	\$706
4/1/2024 - 5/1/2024 W	5,000	18	\$26	\$460	\$221	\$706
5/1/2024 - 6/1/2024 W	5,000	18	\$26	\$460	\$221	\$706
6/1/2024 - 7/1/2024 S	5,000	18	\$26	\$460	\$304	\$789
7/1/2024 - 8/1/2024 S	5,000	18	\$26	\$460	\$304	\$789
8/1/2024 - 9/1/2024 S	5,000	18	\$26	\$460	\$304	\$789
9/1/2023 - 10/1/2023 S	5,000	18	\$26	\$460	\$304	\$789
10/1/2023 - 11/1/2023 W	5,000	18	\$26	\$460	\$221	\$706
11/1/2023 - 12/1/2023 W	5,000	18	\$26	\$460	\$221	\$706
12/1/2023 - 1/1/2024 W	5,000	18	\$26	\$460	\$221	\$706
Total	60,000	* 15	\$308	\$5,517	\$2,981	\$8,80



# 2.1.5 New Electric Bill

Rate Schedule: XCEL-MN - GS - A23

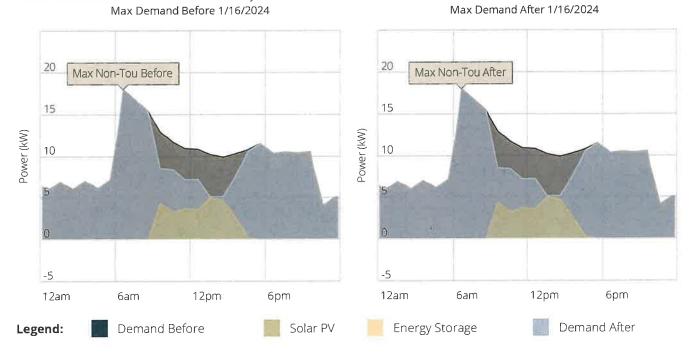
Time Periods	Energy Use (kWh)	Max Demand (kW)		Ch	narges	
Bill Ranges & Seasons	Total	NC / Max	Other	Energy	Demand	Total
1/1/2024 - 2/1/2024 W	2,085	18	\$26	\$192	\$221	\$438
2/1/2024 - 3/1/2024 W	889	18	\$26	\$82	\$221	\$328
3/1/2024 - 4/1/2024 W	-705	18	\$26	\$65	\$221	\$181
4/1/2024 - 5/1/2024 W	-878	18	\$26	\$81	\$221	\$166
5/1/2024 - 6/1/2024 W	-1,418	14	\$26	\$130	\$172	\$67
6/1/2024 - 7/1/2024 S	-1,967	11	\$26	\$181	\$186	\$31
7/1/2024 - 8/1/2024 S	-2,248	12	\$26	\$207	\$203	\$22
8/1/2024 - 9/1/2024 S	-1,655	12	\$26	\$152	\$203	\$76
9/1/2023 - 10/1/2023 S	-287	14	\$26	\$26	\$236	\$236
10/1/2023 - 11/1/2023 W	1,210	18	\$26	\$111	\$221	\$358
11/1/2023 - 12/1/2023 W	2,343	18	\$26	\$215	\$221	\$462
12/1/2023 - 1/1/2024 W	2,781	18	\$26	\$256	\$221	\$502
Total	150	*	\$308	\$14	\$2,544	\$2,86

**Annual Electricity Savings: \$5,941** 

### 2.1.6 Demand Profiles

Date Range: 1/1/2024 - 2/1/2024

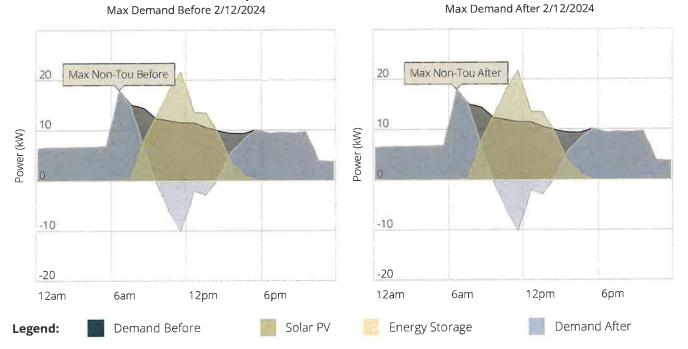
**Max NC Demand:** The charts below show when the maximum non-coincident (NC) demand for this facility occurred before and after the Solar PV system simulation.



**Max On-Peak Demand:** The charts below show when the maximum on-peak demand for this facility occurred before and after the Solar PV system simulation.

Date Range: 2/1/2024 - 3/1/2024

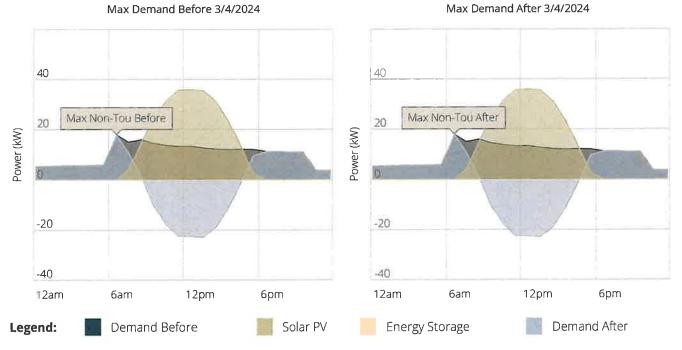
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**Max On-Peak Demand:** The charts below show when the maximum on-peak demand for this facility occurred before and after the Solar PV system simulation.

Date Range: 3/1/2024 - 4/1/2024

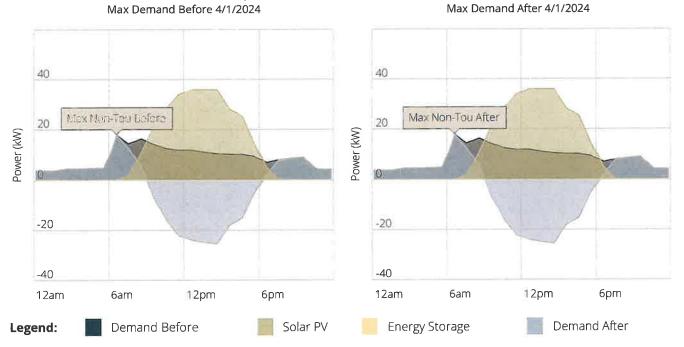
**Max NC Demand:** The charts below show when the maximum non-coincident (NC) demand for this facility occurred before and after the Solar PV system simulation.



**Max On-Peak Demand:** The charts below show when the maximum on-peak demand for this facility occurred before and after the Solar PV system simulation.

Date Range: 4/1/2024 - 5/1/2024

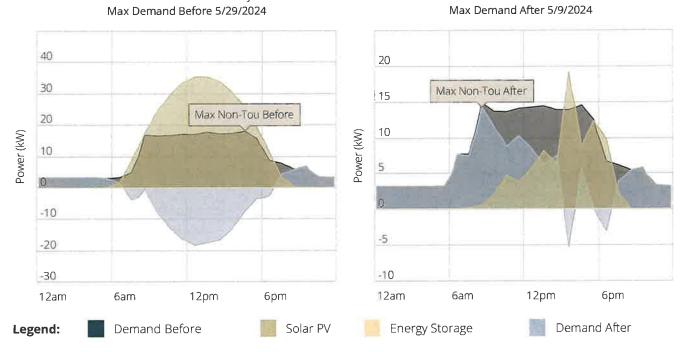
**Max NC Demand:** The charts below show when the maximum non-coincident (NC) demand for this facility occurred before and after the Solar PV system simulation.



**Max On-Peak Demand:** The charts below show when the maximum on-peak demand for this facility occurred before and after the Solar PV system simulation.

Date Range: 5/1/2024 - 6/1/2024

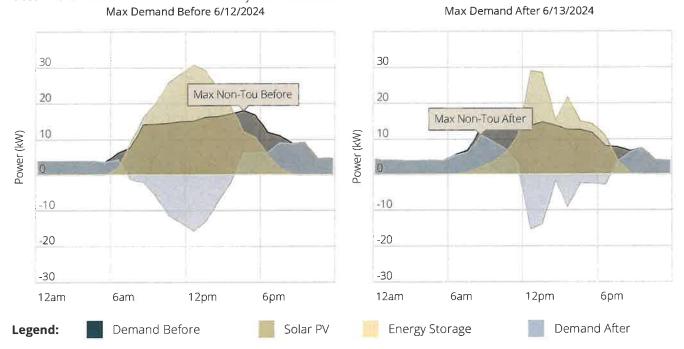
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**Max On-Peak Demand:** The charts below show when the maximum on-peak demand for this facility occurred before and after the Solar PV system simulation.

Date Range: 6/1/2024 - 7/1/2024

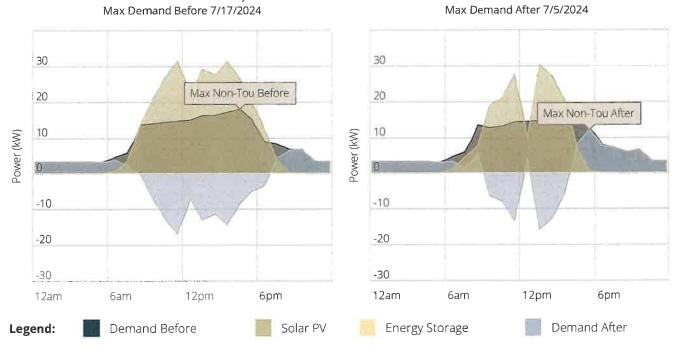
**Max NC Demand:** The charts below show when the maximum non-coincident (NC) demand for this facility occurred before and after the Solar PV system simulation.



**Max On-Peak Demand:** The charts below show when the maximum on-peak demand for this facility occurred before and after the Solar PV system simulation.

Date Range: 7/1/2024 - 8/1/2024

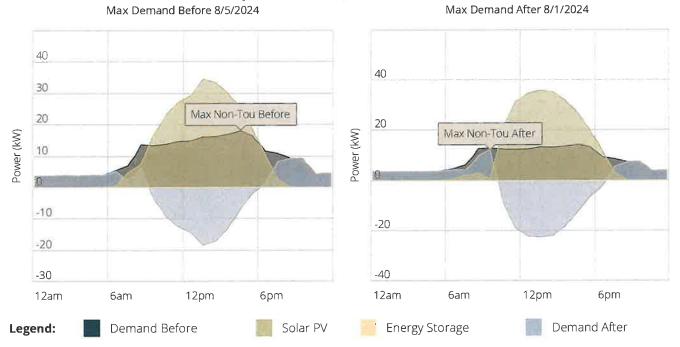
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**Max On-Peak Demand:** The charts below show when the maximum on-peak demand for this facility occurred before and after the Solar PV system simulation.

Date Range: 8/1/2024 - 9/1/2024

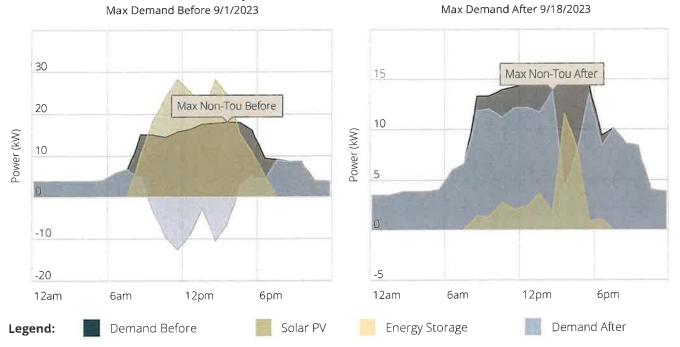
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**Max On-Peak Demand:** The charts below show when the maximum on-peak demand for this facility occurred before and after the Solar PV system simulation.

Date Range: 9/1/2023 - 10/1/2023

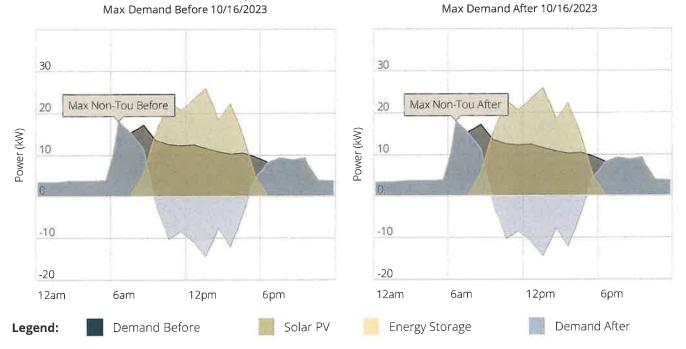
**Max NC Demand:** The charts below show when the maximum non-coincident (NC) demand for this facility occurred before and after the Solar PV system simulation.



**Max On-Peak Demand:** The charts below show when the maximum on-peak demand for this facility occurred before and after the Solar PV system simulation.

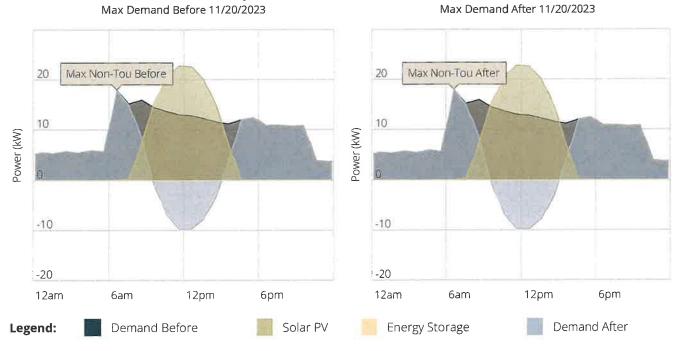
Date Range: 10/1/2023 - 11/1/2023

**Max NC Demand:** The charts below show when the maximum non-coincident (NC) demand for this facility occurred before and after the Solar PV system simulation.



**Max On-Peak Demand:** The charts below show when the maximum on-peak demand for this facility occurred before and after the Solar PV system simulation.

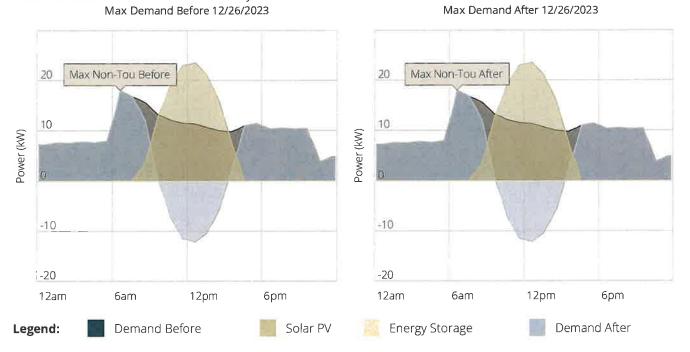
**Max NC Demand:** The charts below show when the maximum non-coincident (NC) demand for this facility occurred before and after the Solar PV system simulation.



**Max On-Peak Demand:** The charts below show when the maximum on-peak demand for this facility occurred before and after the Solar PV system simulation.

Date Range: 12/1/2023 - 1/1/2024

**Max NC Demand:** The charts below show when the maximum non-coincident (NC) demand for this facility occurred before and after the Solar PV system simulation.



**Max On-Peak Demand:** The charts below show when the maximum on-peak demand for this facility occurred before and after the Solar PV system simulation.



# 3.1 Cash Purchase

#### **Assumptions and Key Financial Metrics**

IRR - Term 21.8% Net Present Value \$263,577 Payback Period 2.0 Years ROI 223.8% PV Degradation Rate 0.50% Discount Rate 0.1% State Income Tax Rate 0.0% **Energy Cost Escalation Rate** 3.5% Federal Income Tax Rate 0.0%

Total Project Costs \$120,000

Years	Project Costs	Electric Bill Savings	Direct pay - 30% ITC	Incentive Amount	Total Cash Flow	Cumulative Cash Flow
Upfront	-\$120,000	*	-		-\$120,000	-\$120,000
1	:=7	\$5,941	\$36,000	\$72,000	\$113,941	-\$6,059
2	38)	\$6,118			\$6,118	\$60
3		\$6,301		18:	\$6,301	\$6,360
4	-	\$6,488		7 <del>4</del> /	\$6,488	\$12,848
5	3	\$6,681	£	19	\$6,681	\$19,530
6	20	\$6,880	-	72	\$6,880	\$26,410
7	4	\$7,084	£	745	\$7,084	\$33,494
8	561	\$7,294	¥	(¥:	\$7,294	\$40,788
9	:41	\$7,510		- 1	\$7,510	\$48,298
10	9	\$7,733		· ·	\$7,733	\$56,031
11		\$7,962		*	\$7,962	\$63,993
12	*	\$8,197	*	38	\$8,197	\$72,190
13		\$8,439		). <b>%</b> :	\$8,439	\$80,629
14		\$8,688		(#)	\$8,688	\$89,316
15		\$8,944	ě		\$8,944	\$98,260
16	-	\$9,207	E .	920	\$9,207	\$107,467
17	-	\$9,478		*	\$9,478	\$116,945
18	3	\$9,756	<u>2</u> :	223	\$9,756	\$126,701
19	2	\$10,042		) # i	\$10,042	\$136,743
20	34	\$10,337		14	\$10,337	\$147,080
21		\$10,640	*		\$10,640	\$157,720
22		\$10,951			\$10,951	\$168,671
23	9-	\$11,271	*	Se.	\$11,271	\$179,941
24		\$11,600			\$11,600	\$191,541
25	-	\$11,938		35	\$11,938	\$203,479
26	-	\$12,285	÷	34	\$12,285	\$215,764
27	Ĩ.	\$12,643	- 2	8	\$12,643	\$228,407
28	§	\$13,010	2	920	\$13,010	\$241,417
29	8	\$13,388	2	88	\$13,388	\$254,804
30	si .	\$13,776	£	226	\$13,776	\$268,580
Totals:	-\$120,000	\$280,580	\$36,000	\$72,000	\$268,580	



# CITY OF FALCON HEIGHTS COUNCIL RESOLUTION

November 13, 2024

No. 24-65

# RESOLUTION AUTHORIZING THE APPLICATION FOR THE SOLAR ON PUBLIC BUILDINGS GRANT PROGRAM FOR SOLAR PANELS ON FALCON HEIGHTS CITY HALL

WHEREAS, the Minnesota Legislature established the Solar on Public Buildings (SPB) Grant Program in 2023; and

WHEREAS, the program provides grants to stimulate the installation of solar energy systems on public buildings; and

WHEREAS, the solar panels installed on Falcon Heights City Hall in 2012 have begun failing and parts for repair are not available; and

WHEREAS, the City would directly fund the removal and recycling of the existing panels and utilize grant funding and tax credits for the new solar array.

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

- 1. Direct staff to apply for the Solar on Public Buildings grant program; and
- 2. Authorize the Mayor and City Administrator to execute all necessary documents.

**ADOPTED** by the Falcon Heights City Council this 13th day of November, 2024.

Moved by:	Meyer	Approved by:  Randall C. Gustafson
GUSTAFSON LEEHY		Mayor
MEYER	5 In Favor	Attested by:
WASSENBERG MIELKE	Against	Jack Lineban City Administrator

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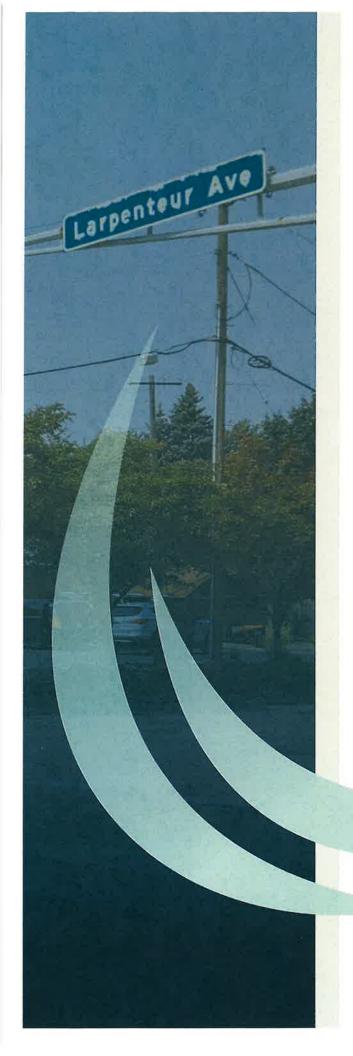
Meeting Date	November 13,2024
Agenda Item	Consent H10
Attachment	
Submitted By	Colin Callahan, Public Works Director

_	
Item	Authorization for Plow Truck Repairs
	Authorization for Flow Truck Repairs
Description	The MN Department of Transportation requires an annual inspection of each dump truck, which the City uses for snow plowing. Periodically, they identify repairs that are needed. For example, repairs such as exhaust leaks, drive shaft hanger bearing issues, steering and brake issues, engine coolant replacement, and bearing dust shields need to be fixed.
	The City's oldest truck recently had \$5,690.76 worth of repairs identified for repair. This is over the City Administrator's purchase authority and requires Council action to authorize it, as it is not a budgeted/planned expense. Furthermore, the City's second oldest dump truck has also been inspected and is needing repairs, which are currently in progress.
Budget Impact	With these repairs, the repair and maintenance line item of \$10,000 will be overspent. This expense is offset by the snow plowing contract income with the City of Lauderdale. The total overall expenditures for the streets account is estimated to be under budget.
Attachment(s)	
Action(s)	Staff recommends council approval on repairs and maintenance to keep the
Requested	city's dump trucks in good working order.

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Meeting Date	November 13, 2024
Agenda Item	Policy I-1
Attachment(s)	See below.
Submitted By	Hannah Lynch, Community
	Development Coordinator
	-

Item	Larpenteur & Snelling Corridor Development Study Draft Plan Review
Description	One of the main goals of the 2040 Comprehensive Plan is "building connections and community identity in Falcon Heights." A large inhibitor of achieving this goal is the disconnect in the City from Snelling and Larpenteur Avenues. From the 2040 Comprehensive Plan:
	Built to encourage vehicle rather than pedestrian traffic, Larpenteur and Snelling also function as significant barriers between neighborhoods, fragmenting city identity. Yet these major thoroughfares offer enormous potential to become the keys to a stronger civic identity, a sense of arrival and welcome, connection and community. In-depth study of these corridors is needed to formulate corridor framework plans to guide public and private development aimed at realizing this potential.
	The Larpenteur & Snelling Corridor Development Study has held two community meetings and one business meeting, gathering feedback from residents and business owners in the City. WSB has collected this feedback and has created a draft plan. This has been reviewed by City Council during previous workshops and all comments and edits requested have been included in this final draft.
Budget Impact	N/A
Attachment(s)	<ul> <li>Draft - Snelling &amp; Larpenteur Corridor Development Plan</li> <li>Resolution 24-66 - Adopting the City of Falcon Heights Snelling and Larpenteur Corridor Development Plan</li> </ul>
Action(s) Requested	The City Council is requested to review the materials and motion to approve Resolution 24-66 Adopting the City of Falcon Heights Snelling and Larpenteur Corridor Development Plan.





# Snelling Larpenteur

CORRIDOR
DEVELOPMENT
STUDY

PREPARED BY:







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Appendix A: Community Engagement

Appendix B: Transportation Evaluation of Opportunity Sites

Appendix C: Property Inventory

**Along Corridors** 

# Introduction



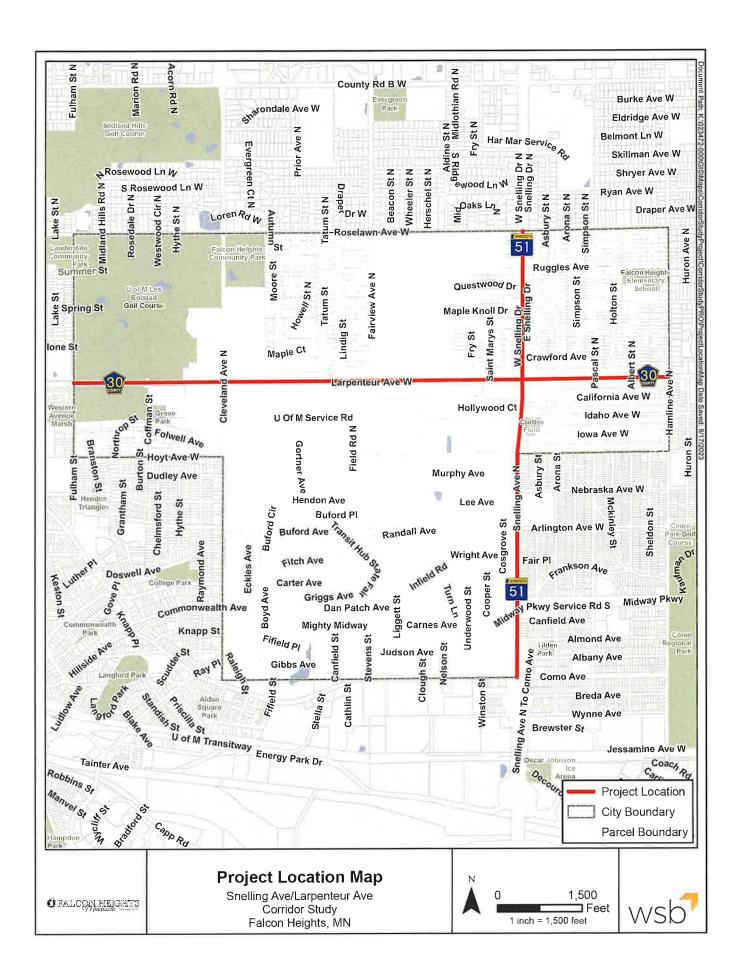
As noted in the 2040 Comprehensive Plan, Falcon Heights is a fully developed city and therefore future changes in the community will come about due to redevelopment. That means that the City, most likely with private development partners, will need to be engaged and participate in development opportunities within the city. It is recognized that it is difficult to redevelop sites without government financial and political assistance.

Most likely change will take place along the two main accessways, Larpenteur Avenue, an east/west arterial and Snelling Avenue a north/south State Highway that defines a portion of the eastern border of the community. Land use changes along these corridors are most likely given property visibility, high traffic counts and vehicular access. Because the City will play an active role in shaping the future of Falcon Heights, the City initiated the Larpenteur and Snelling Avenue Corridor Development Study.









Initial discussions with the City about this project included exploration of transportation and multimodal improvements along the Corridors. After further discussions, the decision was made to focus on land use opportunities only. The Study does note existing conditions regarding in-place transportation facilities although review and recommendations of potential improvements is out of the scope of this study. Within the Appendix a review of the four identified redevelopment sites from a transportation and permitting perspective is included.

The adopted 2040 Comprehensive Plan (adopted in January 2020) noted goals for redevelopment along Larpenteur Avenue. It noted that much of the commercial and multi-family residential development is along the corridor although additional opportunities for redevelopment are available. Specifically, the intersection of Larpenteur and Snelling Avenues, and the surrounding environment, provides the greatest opportunity for renewal and redevelopment. A mixed-use project from 2004 is an example of what could occur in the community. The Town Square Apartments/Falcon Heights Senior Apartments is a combination of 119 affordable housing apartments and 76 senior rental apartments, and 14 owner-occupied townhomes. Additionally, there are three individual commercial suites ranging from 1263 square feet to 6267 square feet. The pre-existing, but renovated Amber Union building, opened in 2022, provides an example of maintaining historic architecture and the integrity of the area while introducing housing, and affordable housing, into the city. The project has 125 units with a nonresidential space of 787 square feet.

These projects are examples of partnership structures between the public and private sectors that can bring new opportunities into the city while maintaining the character of the community.

The Comprehensive Plan noted that the goals for the corridors are locally based and are designed to enhance the livability of the community and its residents. Priorities are to increase housing opportunities, provide commercial destinations that serve the community and are not regional in nature and to incorporate safety and pedestrian access into future designs. While the main emphasis of this study is the primary intersection of Snelling and Larpenteur, there are other areas within the two corridors that lend themselves to redevelopment and revitalization. The area surrounding Cleveland and Larpenteur holds the promise of a robust civic, recreational and cultural activity area for the community and the entire Minneapolis/St Paul Metropolitan area. In partnership with invested landowners, especially the University of Minnesota, this area can further flourish as a regional destination.

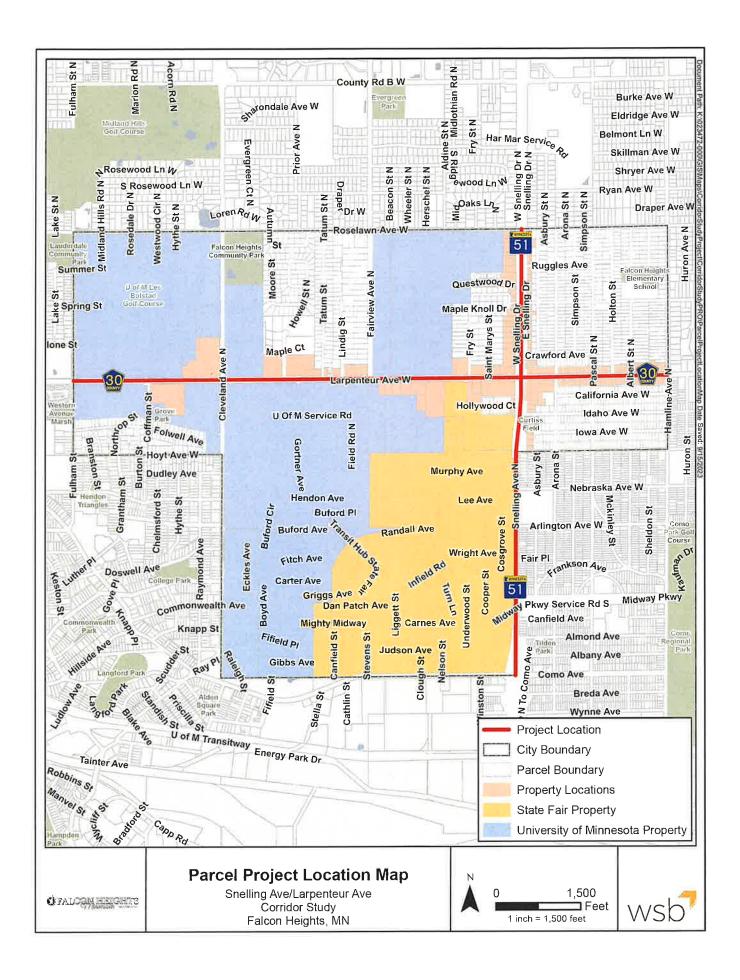
The presence of the University of Minnesota land as well as the State Fair properties creates a unique interface between local land use goals and the larger regional attractions. While it is anticipated that much will remain the same for the two larger landowners, the presence of the activities that occur at their sites, and the resulting open space and amenities, may create an attraction for commercial and housing interests. The City will continue to work with these two institutional landowners and partner when appropriate, to create a setting that is beneficial for all parties.



TOWN SQUARE APARTMENTS/FALCON HEIGHTS
SENIOR APARTMENTS (1550 LARPENTEUR AVE W)



AMBER UNION BUILDING (1667 SNELLING AVE N)



# Demographics in the Community and along the Corridor

To better understand the present and potential future of the Snelling-Larpenteur Corridor, it is important to understand the community of Falcon Heights as a whole. Any changes made within the geographic boundaries of the 230-parcel Corridor area will not exist in a vacuum. Planning must account for the resources and needs of the entire Falcon Heights community.

#### **Resident Demographics**



As of the 2020 Decennial Census, the community consisted of 5,369 residents (Minnesota Compass 2020 Decennial Census). The American Community Survey (ACS) collects data from communities across the country – every month of every year. The survey provides insights into topics that the Decennial Census does not cover, such as gender, race, housing, and other demographic factors. The ACS often pools data from several years and provides numerical estimates of these characteristics. For example, the 2018-2022 ACS 5-year estimate provides estimates for smaller, precise locations like the City of Falcon Heights. This allows cities to view estimates on features such as population by age – as shown below.

#### **POPULATION BY AGE - (2018-2022)**

AGE (2018-2022)	NUMBER OF PEOPLE	% OF TOTAL CITY POP.
0-9 YEARS	508	9.7%
10-17 YEARS	452	8.6%
18-34 YEARS	1,580	30.2%
35-54 YEARS	1,188	22.7%
55 - 74 YEARS	1,028	19.6%
75 YEARS AND OLDER	476	9.1%
TOTAL	5,232	100%*

<sup>\*</sup> Due to rounding in calculation - 99.9% rounded to 100%.

This table illustrates that the majority (52.9%) of Falcon Heights' population is 18 – 54 years old. The female population of the City is 2,739 (52.4%), while there are 2,493 males (47.6%) who live in Falcon Heights ((2018-2022) – ACS 5-Year Survey).

As seen in the table below, Falcon Heights maintains a majority white population, with the biggest minority group being people of Asian or Pacific Islander.

#### RACE AND ETHNICITY (2018-2022) - ACS 5-YEAR SURVEY

RACE/ETHNICITY	NUMBER OF PEOPLE	PERCENTAGE OF TOTAL POP.
WHITE	3,908	74.7%
BLACK OR AFRICAN AMERICAN ALONE	337	6.4%
AMERICAN INDIAN OR ALASKA NATIVE ALONE	SUPPRESSED	
ASIAN OR PACIFIC ISLANDER ALONE	662	12.7%
OTHER ALONE	SUPPRESSED	
TWO OR MORE RACES ALONE	198	3.8%
HISPANIC OR LATINO (OF ANY RACE)	SUPPRESSED	

#### **Housing Conditions**



ACS data also details the housing conditions in Falcon Heights. From the 2018-2022 ACS 5-year Estimate, we can see that there are an estimated 2,155 total housing units in the City. An average of 2.3 persons live within the occupied housing units. Owner-occupied units make up the majority of occupied units across Falcon Heights.

OWNED AND RENTAL HOUSING (2018-202	2)
OCCUPIED HOUSING UNITS	2,050 UNITS
- AVERAGE HOUSEHOLD SIZE	2.3 PERSONS
OWNER-OCCUPIED	1,248 UNITS (61% OF TOTAL UNITS IN COMMUNITY)
- AVERAGE HOUSEHOLD SIZE	2.6 PEOPLE
RENTER-OCCUPIED	802 (39% OF TOTAL UNITS IN COMMUNITY)
- AVERAGE HOUSEHOLD SIZE	1,9 PERSONS

The housing stock in Falcon Heights is aging – with 51% of total housing stock 55 to 80 years old. Only 1.1% of housing stock was built within the last 14 years.

#### HOUSING UNITS BUILT (2018-2022)

YEAR BUILT	NUMBER OF UNITS	%
2010 OR LATER	24	1.1%
2000-2009	186	8.6%
1970-1999	547	25.4%
1940-1969	1,098	51.0%
1939 OR EARLIER	300	13,9%

#### Commutes and Income



As seen in the table on the right, the majority of Falcon Heights residents commute 0-19 minutes one-way to reach their workplaces.

Falcon Heights estimated household income stayed high according to the ACS 5-year survey, with 46.7% of households estimated to be making \$100,000 or more. As seen in the table below, The median household income was \$87,750.

#### TRAVEL TIME TO WORK (2018-2022)

TOTAL WORKERS AGE 16+ (NOT HOME BASED)	1,993	100.0%
LESS THAN 10 MINUTES	238	11.9%
10-19 MINUTES	813	40.8%
20-29 MINUTES	547	27.4%
30 MINUTES OR LONGER	395	19.8%

TOTAL WORKERS AGE 16+ (NOT HOME BASED)	1,993	100.0%	
TOTAL HOUSEHOLDS	2,050	100.0%	
<\$35,000	405	19.8%	
\$35,000 - \$49,999	224	10,9%	
\$50,000 - \$74,999	273	13.3%	
\$75,000 - \$99,000	190	9.3%	
\$100,000 OR MORE	958	46.7%	
MEDIAN HOUSEHOLD INCOME (2022 DOLLARS)	\$87,750	100.0%	

Source MN COMPASS - Decennial Census 2020

# Transportation Overview within the Study Corridors

The primary study area roadways are Trunk Highway (TH) 51 (Snelling Ave N) and County State Aid Highway (CSAH) 30 (Larpenteur Ave W), both four-lane minor arterials within the study area. CSAH 48 (Fairview Ave N) intersects Larpenteur Ave W one-half mile west of the Snelling Ave/Larpenteur Ave intersection, and CSAH 46 (Cleveland Ave N) crosses Larpenteur Ave one mile west of Snelling Ave. Table 1 lists the key characteristics of these roadways. Numerous local roadways connect to these major corridors near the proposed redevelopment sites.

TABLE 1 - MAJOR ROADWAY CHARACTERISTICS

ROADWAY	JURISDICTION	FUNCTIONAL CLASSIFICATION	DAILY TRAFFIC VOLUME (YEAR)1
TH 51 (SNELLING AVE N)	MNDOT	MINOR ARTERIAL	31,911 (2023) HEAVY COMMERCIAL: 736-769 (2023)
CSAH 30 (LARPENTEUR AVE W)	RAMSEY COUNTY	MINOR ARTERIAL	10,492-12,522 (2023)
CSAH 46 (CLEVELAND AVE N)	RAMSEY COUNTY	MINOR ARTERIAL	6,080 (2023)
GSAH 48 (FAIRVIEW AVE N)	RAMSEY COUNTY	MINOR ARTERIAL	3,725 (2023)

<sup>1.</sup> Source: MnDOT Annual Average Daily Traffic (AADT) volumes

The Metro Transit A Line Bus Rapid Transit (BRT) travels north-south along Snelling Ave through the study area, with north- and southbound stops at Larpenteur Ave. The A Line links Rosedale Mall transit center in Roseville (north of the study area) to the 46th St Station in Minneapolis, where it connects to the METRO Blue Line LRT, connecting numerous destinations in St. Paul along the way. The Route 61 local bus travels east-west along Larpenteur Ave, ultimately linking downtown Minneapolis and downtown St. Paul.

There are sidewalks present along one or both sides of Larpenteur Ave throughout the study area. There are sidewalks along portions of Snelling Ave that connect destinations near the intersection with Larpenteur Ave as well as south of the intersection. North of the intersection, Snelling Ave begins the transition to an access-controlled segment with frontage roads and no nonmotorized facilities along the highway itself.

There are currently no projects along Snelling Ave within the study area included in MnDOT's 2024-2033 10-Year Capital Highway Investment Plan, and no projects along Larpenteur Ave within the study area included in Ramsey County's 2024-2028 Transportation Improvement Program.

## Larpenteur Corridor

Larpenteur Ave is a unique urban corridor due to its location near the University of Minnesota St. Paul campus and the Minnesota State Fairgrounds. West of Snelling Ave, the University of Minnesota Golf Course and numerous test plots for agricultural research make up much of the adjacent land uses. While opportunities to cross the corridor for people walking and biking are limited, there is not a pattern of unserved origins and destinations based on the existing land use pattern. Should redevelopment activities along the corridor advance, the City of Falcon Heights should work with Ramsey County Public Works to evaluate pedestrian and bicycle crossing needs and potential improvements along the corridor. The existing pedestrian underpass at Coffman St provides an opportunity to maintain a grade-separated crossing with trail connections (as shown in Area 1, Options A and B) should the golf course be redeveloped in the future.

There are existing bike lanes along Larpenteur Ave between Cleveland Ave and Fairview Ave that connect existing nonmotorized facilities along these intersecting roadways as well as Gortner Ave. Given the travel speeds and the number of lanes on Larpenteur, this segment represents a potential future opportunity for a fully separated multi-use trail.

From Fry Street to the eastern study limits at Hamline Ave, the density of residential and commercial origins and destinations increases significantly. The City should work with Ramsey County Public Works to analyze the pedestrian safety concerns raised by the public during the engagement process in more detail, with a focus on this portion of the corridor. Improving walkability and pedestrian safety will further improve access to transit, which was cited by the public as a positive aspect of the corridor as it exists today.





BELL MUSEUM AT CLEVELAND AND LARPENTEUR



RESIDENTIAL HOUSING

### **Public Engagement Activities**

To ensure the project reflected the interests and ideas of the Falcon Heights community, several public engagement activities were conducted to solicit comments from the public. Throughout the process the consultant worked with City staff and the Planning Commission who functioned as a Steering Committee providing feedback and comments. The Commission's initial input helped to frame the activities for the first public meeting and assisted in compiling the community survey.

### **Community Meeting October 2023**

The first community meeting was held in October 2023. The Open House had a brief presentation, introducing the public to the Corridor project and explaining the format of the meeting. The meeting mimicked the online engagement activities the City had initiated early in the planning process. There was an online survey which asked about the current mix of commercial uses in the community and what type of land uses residents would like to see in the future, along the corridors. A large corridor map was also available so participating residents could provide comments about identified "opportunity areas" along either the Larpenteur or Snelling roadway corridors. The same map was posted on the City's website and residents were able to provide comments at their leisure. While the opportunity areas were highlighted, residents could provide comments about any property or issue within the corridors. While the focus for the project is the land uses within the two corridors, several residents provided comments relating to traffic, signalization, and pedestrian safety.



#### SURVEY RESULTS

Eighty-nine residents from the community completed the project survey which totaled 25 questions. Not all participants responded to all questions, which is reflected in the cumulative totals. A copy of the entire survey is provided in the appendix of this study. Age of participant is in the table below.

#### SURVEY PARTICIPANTS BY AGE

AGE OF PARTICIPANT	%
26-35	13.5%
36-45	18%
46-55	23.6%
56-65	24.7%
66 AND OLDER	20%

More than 60% of the respondents had lived in Falcon Heights for more than 10 years, and 68.6% do not have children under the age of eighteen in their current household. When asked what respondents liked about the area, common themes included the various options of public transit, access to small businesses and restaurants, and its location within the Twin Cities Metro Area. When asked about concerns for the area, traffic congestion, pedestrian safety, and the increase in high density housing were among the most common issues mentioned. These themes were also mentioned when residents were asked about future development opportunities in the Study area.

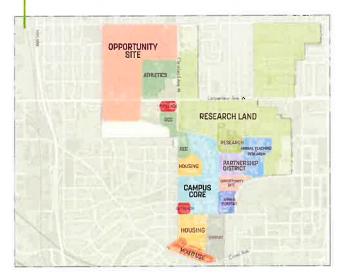
One of the surveys main areas of focus was gaining an understanding of the frequency residents used existing businesses. Falcon Heights residents certainly shop in town, with over 75% stating they visit businesses located along Snelling Ave and Larpenteur Ave at least once a month. The most popular businesses visited were New Fresh Wok, Stouts Pub, Dinos Gyros, and Jimmy Johns. Other businesses that were also named included the BP gas station, Warners' Stellian Appliances, and Merwin Liquors. Sixty-five percent of all respondents were in favor of developing more retail or services along the corridor but preferred local businesses as opposed to large regional businesses 95% to 5%. When asked what type of businesses residents would like to see in the area, answers included a coffee shop or bakery, a convenience store or small grocery store, or a local restaurant. The area had various parcels that contained some tenant vacancies during the survey time period, which could be utilized for this type of development. Residents suggested the previously empty shop space located adjacent to Stouts Pub and the vacant dry cleaners business located at 1407 Larpenteur Avenue as two areas where additional commercial uses could locate.

Respondents were much less receptive to the idea of implementing new housing developments in the Study area compared to bringing in new businesses. Seventy percent of respondents believed there was an adequate amount of housing currently in Falcon Heights for those who want to stay and move into the area. And when asked if they would support additional housing developments, 57% of respondents were not in support of adding any additional housing. When

respondents were provided multiple housing styles for future housing 51% believed that a mixed-use development would be best suited for the area and 45% of respondents believed that duplexes would be best. Only 16% of respondents believed that apartments with over 8 units would be best for the corridors.

A larger opportunity area noted in the survey and site map exercise is the Les Bolstad Golf Course located at PID 162923340022. The University of MN (University of Minnesota Twin Cities Campus Plan Update, December 2021) has indicated that a portion of the current golf course property is considered an opportunity zone and may be disposed of in the next five to ten years.

### ST. PAUL LANDUSE FRAMEWORK, SOURCE: UMTC CAMPUS PLAN 2021



The survey asked about future development ideas for the Les Bolstad Golf Course, which is a significant development opportunity given the large size of the property. When asked what respondents would like to see happen at the golf course property, the overwhelming majority requested parks (72%), trails (69%), and open space (47%). Other more favorable answers included townhomes (34%), single family development (32%), or attached unit development of 2-4 units (30%). This trend continued when respondents were asked what amenities or features, they would like within the development. Nearly 85% of respondents would like to see green spaces or parks, and over 60% would like to see bike lanes and pedestrian-friendly infrastructure included.



To end the survey, respondents were asked what one change they would bring about to the existing land use within the area. The responses carried much of the same theme from the rest of the survey including a reduction of the amount of multi-family housing, increasing landscaping and pedestrian safety mechanisms, and emphasizing small business development. When asked to list their main concern regarding future development in the area, respondents did not want to receive feelings of overdevelopment or increased congestion in the area. This included concerns over including more housing developments, increasing traffic demand, and buildings that did not fit the areas' character. The following are highlights of some of the responses with a full survey overview in the appendix. There have been some changes to tenants and business along the Corridor since the survey. The information provided reflects the answers given by respondents with updated information also provided.

# EXISTING BUSINESSES FREQUENTLY VISITED:

- Stouts Pub
- New Fresh Wok
- · Jimmy Johns
- Dinos Gyros
- · Merwin's Liquors
- BP (Falcon Heights Gas & Convenience)

### BUSINESS IDEAS:

- Coffee Shops
- Convenience store
- Restaurant
- Bakery
- · Small business
- · Small retail
- Boutique

### LOCATION OPPORTUNITIES:

- Empty shops between Stouts and Warners' Stellian (since been filled by retail tenant)
- Old Dry Cleaners on Larpenteur
- · Greenhouse on Larpenteur
- U of M Golf Course
- Falcon Crossing
- Spire Site (bought by Blaze Credit Union and will remain at the site)

#### DEVELOPMENT FOR A LARGE OPEN SPACE:

- Park space
- Open space
- Trails
- Single family homes
- Townhomes
- Duplexes

### WHAT DO YOU LIKE ABOUT THE CORRIDOR:



- Diversity of retail and housing
- Good transit
- Walkability
- Open space
- Small/local feel
- Location within the cities

### WHAT DO YOU NOT LIKE ABOUT THE CORRIDOR:



- Traffic congestion
- Safety concerns
- Pedestrian and bike safety
- Affordable housing
- Multi-family developments
- Green space reductions
- Vacant buildings
- Noise
- High traffic



After receiving community survey results and combining the comments from the online comment map, two focus group meetings were held. The first meeting held on February 26, 2024, was opened up to residents in the community and advertised on the City's website. Approximately 20 residents signed into the meeting and were broken into groups to provide feedback on the five identified redevelopment sites and to discuss the main Snelling and Larpenteur Avenues intersection. The number of potential redevelopment sites was reduced to four at this exercise. The group was also asked about areas east of Snelling Avenue, along Larpenteur and ideas about appropriate land uses in the future.

The write up of group comments are provided in Appendix A under community engagement. However, many of the comments are reflected in the concepts developed for the various areas. A couple of key points are listed below:

- The group would prefer more mixed use at the intersection and is interested in attracting some commercial to the southeast quadrant of the Snelling and Larpenteur intersection.
- The group wanted more parking available and easier access at several sites. Congestion at some of the commercial sites makes it difficult to navigate and less comfortable and attractive to customers.
- Due to high traffic on adjacent streets and the lot circulations systems, most development within the intersection does not feel safe for bicyclists or pedestrians.
- Attendees were intrigued with the idea of redevelopment of the University of MN golf course area, and many wanted to maintain a significant amount of open space.
- When asked about transitioning land uses east of Snelling along Larpenteur, the group felt some type of small retail, or home occupations could be acceptable over time.

### Community Meeting March 25, 2024

The second focus group meeting, held on March 25, 2024 was highlighted for businesses in the community who were individually invited. Unfortunately due to the weather the meeting was lightly attended.

### **Community Goals for the Corridor**

With the majority of land developed in the community the Study focuses on the two corridors for future redevelopment opportunities. The City of Falcon Heights contains a total of 1,408 parcels. Two hundred and thirty (230) of those are located along the Snelling and Larpenteur corridor, equaling 16.45%. According to Ramsey County's 2023 data the total Estimated Market Value (EMV) of all the parcels in Falcon Heights is \$732,633,300. The 230 parcels within the corridor have an EMV of \$201,147,900 equating to 27.5% of the total value of the city. This is due to the fact that much of the commercial and higher density development occurs within the two corridors.

The attributes of the corridors led the City to highlight these areas for future redevelopment. Particularly Larpenteur Avenue, which doesn't have as many restrictions as the properties along Snelling due to State control of the roadway. High traffic volumes and visibility mean these areas are more desirable for commercial and service uses, and the presence of transit reinforces commercial as well as multi-family development. Other attractions include the recreational and cultural assets in the area such as the Gibbs Farm, the Bell Museum, the University of MN golf course and women's soccer stadium and the Minnesota State Fair. There are three city parks; Community Park on Roselawn Avenue, Curtiss Field on Snelling Avenue and Grove Park on Coffman Street (owned by the University) that

are all directly connected to Larpenteur Avenue by walkways or trails.

The 2040 Comprehensive Plan projected that additional growth would occur within the corridors. That forecast came true with the recent multi-family project, Falcon Heights Apartments (formerly Amber Union). Falcon Heights Apartments, completed in 2022, has 125 apartments and one non-residential space of approximately 787 square feet. Another mixed-use project, completed in 2004, is the Falcon Heights Town Square Apartments and Senior Apartments with a total of 171 units and three individual commercial suites ranging from 1263 square feet to 6267 square feet. These projects are indicative of the type of development density anticipated at the intersection.



GIBBS FARM (2097 LARPENTEUR AVE W)



CURTISS FIELD PARK (1551 IOWA AVE W)

During this study, differing land uses were investigated in part due to the surrounding development pattern and the current zoning on the site. In recognition of the increase in multi-family that had already occurred along the corridors, much of the discussion by residents was about increasing commercial opportunities in the community. The community, through the survey and public meetings, along with assistance from the City Council, Planning Commission and staff identified four potential redevelopment sites. The four sites, from west to east along Larpenteur are:

- 1. The University of MN golf course site
- 2. 1871 Larpenteur Avenue W. on the corner of Lindig Street and Larpenteur Avenue
- 3. The Warners' Stellian Mall in the NW quadrant of Larpenteur and Snelling
- 4. Falcon Crossing, the mutitenant mall at the NE quadrant of Larpenteur and Snelling

WSB received feedback in terms of what the City may want to see along the corridor and specifically at these sites. The Steering Committee, community meetings, and the focus groups provided feedback that helped shape the concept plans created for each site, some with multiple options. These plans were presented at a joint City Council and Planning Commission meeting for feedback, and the drawings refined. The following concept drawings are the result of that feedback.

The following map illustrates the four areas reviewed in depth for this Study, exploring potential redevelopment concepts.



### Area 1 Site



This area is currently under University of MN ownership as the Les Bolstad Golf Course and is used as the practice golf course for their teams. Within the University of Minnesota Twin Cities Campus Plan Update (12/2021) the Plan notes that the golf course may change over the next 10 years and is considered an "opportunity site". The University does not have any specific plans for the property and has not determined if the land will be retained and reused for other University purposes or would be sold to a private landowner. The University would like to work with the City should a reuse opportunity arise in the future.

The City has included this site in the study, to begin conversations about potential changes to the property. It is expected that a more in-depth land use analysis will occur should the University choose to reuse the property. Under the current zoning, the property is zoned P1/R1 which means it is public land that reverts to single family zoning if removed from public ownership. The City believes it is prudent to provide some thoughts about future development of the site, recognizing that the entirety of the lot should not remain R1 if converted from the golf course use. Should the 113-acre site become available for private development, it provides an opportunity for the City of Falcon Heights to create a new neighborhood within the community. The question is what the right mix of uses would be on the site and how the City can meet differing and potentially competing land use desires from the community.

During the public engagement, residents expressed varied interests in terms of differing land uses for the golf course site. Several "close in" neighbors expressed a strong interest in maintaining most of the land as open space, similar in look or feel to the present situation. Many others, including most of the city decision-makers, were interested in a mixed-use project that would provide some commercial opportunities while also bringing new residential to the City. Given the age of the existing housing stock, and the changes in life cycle housing demands, new housing will provide an opportunity for the community to expand their resident and tax base.

### Area 1 Concept: Option A



Concept A provides a more suburban development pattern where roads are more curvilinear with trails and open space cross the development. The concept includes all residential types; from single family to townhomes, to multi-family development which could include senior housing. Given the area size, some commercial and office uses were included to provide a mixed-use opportunity and increase the non-residential development within the city. They are located along Larpenteur Avenue to provide higher visibility and are placed at the entrance to the site so that commercial traffic would not need to pass by residential uses, reducing potential conflicts. One high density site is located along Larpenteur to take advantage of easy access to mass transit.

#### Area 1 Concept: Option B



Option B is designed to align more with the current development pattern in the community. The city's residential development is more on a grid system which is reflected in this layout, particularly in the west. Land is set aside for some commercial and office development along the Larpenteur Avenue frontage, with two nodes of higher density residential adjacent to the entrance into the site. These are located to take advantage of transit opportunities along Larpenteur Avenue. The central spine in the development provides a trail that connects sidewalks on Larpenteur and Roselawn and allows for an open space corridor that benefits the entire project. The eastern portion of the plan also presents a larger park with single and multi-family ringing the open space.

#### CONCEPT COMPARISON

LAND USE	OPTION A (IN ACRES)	OPTION B (IN ACRES)
COMMERCIAL	2,3	1,5
OFFICE	2.0	2.6
MULTIFAMILY	6.1	7.1
TOWNHOME	24.3	11.4
SINGLE FAMILY	40.2	36.2
PARKS & OPEN SPACE	21,4	28.7
TOTAL RIGHT OF WAY	16.4	25.2
TOTAL	112.7	112.7

Although the City is aware the University has indicated they may dispose of the golf course site, there is no set time for this change. The current study would be remiss if it didn't recognize one of the larger development opportunities in the community and therefore this discussion has been added. It is anticipated that when the land becomes available for private development, Falcon Heights will undertake a more thorough review of the site and the current market to aid in determining the appropriate land uses for the property. At this time, these concepts show that there is enough acreage on the site to permit multiple uses which could benefit the community and existing residents. After a more in-depth analysis of the site, the City would zone and guide the property accordingly to ensure the vision for future development is embodied in the regulatory framework for the parcel.

### Area 2 Site



The site is small at .29 acres and designated by the County Assessor as an office building. The building has enclosed space to the east and the western section has a greenhouse appearance. There is no viable business currently operating at the site. This is a site that was mentioned for future redevelopment during public engagement activities and the City survey by residents. Given the small land area and the desire to remove access from Larpenteur Avenue, a change from commercial to residential may be warranted.

In response to community comments, and the site constraints, all three options provide residential opportunities that would be more fitting for a smaller lot. Additional investigation will be needed to understand the market demand in the area and which option would be a more economically feasible multi-family project.

Option C illustrates combining the parcel with the property to the east. There is no intention by the city to acquire the eastern site at 1867 Larpenteur Avenue to facilitate the redevelopment design noted. The option is illustrative should the property owner work together with the adjoining landowner.

### Area 2 Concept: Option A

There was a prior approval on the site which has not been constructed and Option A is similar in design to that approval. The new building would permit four smaller apartments with a detached single-story garage and some on-site parking.



### Area 2 Concept: Option B

Option B also introduces residential onto the site, but includes townhome units more fitting the longer, narrow layout of the parcel. Each townhouse would have a garage as part of the unit. It is estimated that up to five units could be provided on site, depending upon the unit size. The units would need to be multi-story.



### Area 2 Concept: Option C

Option C includes the parcel immediately adjacent to the parcel to gain more land area for redevelopment. In total, the site would be .68 acres if combined. The lot size is more consistent with some of the apartment buildings to the east, along Larpenteur Avenue and the layout emulates the Larpenteur Crossing Apartments with parking and enclosed garages in the rear of the lot.



### Area 3



The third area investigated was the northwest quadrant of the Snelling and Larpenteur Avenue intersection. Presently there is an existing shopping mall with the main tenant being Warners' Stellian, who is also the owner of the property. Other tenants include Hair Designs Unlimited and Phenom. There is a BP gas and convenience store on the corner which is located on a separate parcel. Stout's, a local restaurant, is immediately adjacent to the shopping mall but is under separate ownership.

Warners' Stellian representatives indicated that they are happy with the location of their store, and they have recently remodeled the stores' interior. They are working to attract new tenants in the mall making it more of a destination for shoppers in the community.

Anecdotally, the consultants were informed that the BP station is busy, and the convenience store is used by nearby residents for quick trips for necessity items.

It is noted that the circulation in the area of the gas station, mall parking lot and West Snelling Drive (the frontage road) is difficult and confusing particularly if a driver is not familiar with the area. Access to the site from Snelling going southbound must either enter unto West Snelling Drive at Crawford Avenue (with a right turn lane) or further north at Garden Avenue, which also has a right turn lane.

From the frontage road, visitors may enter into the mall by the curbcut aligned with Crawford Avenue. To access the BP station, vehicles would continue down the frontage road which ends in the BP parking and staging area. There isn't another access into the Mall parking area from the east except the one previously mentioned. To access the mall from the BP site, or to leave the gas station, a traveler would need to go through the BP property and get into the southern drive aisle of the mall parking area, or turn-around and leave along the eastern service drive. The BP site is constrained and does not provide a lot of maneuvering space for vehicles. A more obvious circulation path may reduce potential accidents and increase safety.

### Area 3 Concept



It is not anticipated that the existing mall would be removed and the site redeveloped. In discussions, the owner gave no indication that they would like to redevelop the site. Rather, the concept plan suggests some changes to the site that can increase the amount of leasable square footage on the property, improve existing site circulation, and organize parking to be more consistent with ordinance standards.

The concept proposes adding a new detached retail space in the north section of the existing parking lot. The plan depicts a 5,000 square foot restaurant for retail use and provides some additional space on the site for an outdoor patio. Parking in this area would be lost due to the new lease space but there continues to be parking in and around the new building as well as various sections of the mall and adjoining Stouts Pub. Residents indicated their desire for more localized commercial services or restaurants. This location would provide enough space and has high visibility which could lead to a successful project.



Near the gas station, to the east of the site, the separation between the frontage road and the parking lot is more pronounced with the addition of some green space and plantings which are carried down to the BP station. The circulation route is formalized with straight-line curbing, and which helps travelers to differentiate between areas for driving or not. A more raised curb, particularly near the gas station may help to delineate drive aisles.

The final change is to realign the parking west of Stout's, generally consistent with the existing conditions. Care should be taken to make sure the drive aisles and parking stalls are sized appropriately so they are workable and allow adequate circulation.

The concept provides for the inclusion of more landscaping than the current circumstances. The use of landscaping, along with curbing, rather than painted stalls and drive aisles should help circulation on the site and improve the aesthetics of the parking areas.

This corner is a highly visible corner in the city. Minor improvements to the site would reduce the amount of pavement on the site and could improve the aesthetics. The opportunity to increase the amount of leasable space on the site would meet the city goals of increasing the city's tax base and providing additional services to existing residents.





The final site evaluated in the plan is the mall located in the northeast quadrant of the Snelling and Larpenteur intersection, Falcon Crossing. The multi-tenant mall building from 1985 was recently updated and is successful from the standpoint that there are few vacancies, and if so, not for long. There are approximately 13 tenant bays on the site.

The building is surrounded by parking on four sides and there are several access points into the property. There are two curbcuts from Larpenteur Avenue. The site can be accessed from the northeast, from Crawford Avenue, through the Dinos restaurant parking lot (drive aisle) and south into the parking lots. There is an alleyway north of the building that can be accessed from Arona Street. The alleyway provides access to the adjoining single-family homes, directly north of the mall, and also is at times used as a parking area for some of the mall tenants. In general, much of the conversation about this site was related to the difficult site circulation and disorganized parking. In review of site aerials, the parking areas are reasonably laid out and well stripped and most likely business patrons are not parking or loading in appropriate locations. However, some of the drive aisle dimensions are narrower than desirable.



The first concept for the site maintains the existing building as is. Modifications to the site include removal of the most western curbcut, which is in close proximity to Snelling Avenue. There is more emphasis on using the northwest access into the site and additional signage may be necessary. A few parking stalls are removed to introduce some landscape islands in the parking area, providing some green space on site. The other reduction is caused by the realignment of the drive aisle from Crawford Avenue into the Falcon Crossing parking area.



The second concept plan assumes the site is redeveloped. New site development has been broken into two buildings to assist in circulation around the site. Other attributes of Option A remain, removal of the western curbcut along Larpenteur Avenue, highlighting the access from the northeast, and increasing site landscaping.

It is understood that many redevelopment projects in the Metropolitan Area result in more dense site development, providing a mixed-use project, often including commercial on the first floor and residential on the two stories above. It is the consultants opinion that the site does not have the depth to provide underground parking for a 3-story building. Without the provision of adequate parking, it does not seem reasonable to anticipate a denser development project. The depth and size of the lot would also constrain the buildability of a mixed-use project.

### **Project Recommendations**

Falcon Heights is looking to reinvigorate portions of the community to increase the services available to residents, both in terms of commercial and retail services and also provide differing housing options to increase sustainability of the City. Given the size of the City and its' developed nature, redevelopment is the most likely vehicle to bring new development into the community. Areas of potential redevelopment were explored along the Snelling and Larpenteur Avenues corridors, although the primary focus of this study settled on the Larpenteur corridor which has more land in private ownership, and within the City, than Snelling Avenue.



As noted in the report, concepts for identified redevelopment opportunity parcels were created. These concepts illustrated major and minor site adjustments that could be made to address issues and meet community goals as identified in the public engagement activities throughout this project. The following provides some recommendations for future implementation of plans.

- The potential private ownership of the University
  of MN golf course property provides a unique
  opportunity in the community. The City should
  work with the developer and the University, so they
  understand the City goals for the future of the area.
- Based upon public feedback, residents wanted the golf course area to become a mixed-use project that provides both life-cycle housing with varied densities and also permits some additional non-residential development opportunities along Larpenteur Avenue. There is strong interest in maintaining open space and some natural features of the current site.
- The City should encourage a master plan for the entire golf course site so that there is a cohesive plan and a community-wide understanding of the future development, including the provision of park land and open space as a central tenet for any development plan.
- Community feedback for the golf course site supported a development pattern that is more consistent with the existing residential development pattern within Falcon Heights, rather than introduction of a more suburban or larger residential lot design.

- While there is strong interest in providing more commercial development along the corridor, study participants want to ensure that adjoining residential users are not negatively impacted by any new non-residential land uses. This leads to keeping commercial areas within the existing nodes near the Snelling and Larpenteur intersection and not placing non-residential development indiscriminately along the corridor.
- There is a strong interest in providing new development that is generally consistent and mimics the development pattern of adjoining properties.
- The City should work with commercial property owners to provide safer site circulation and organized parking to help navigate individual lots. This can be accomplished by introducing more curbing to channel traffic and define open spaces with landscaping to upgrade sites and delineate traffic patterns.
- The City should review existing ordinances to ensure they are up to date and promote the redevelopment plans desired by the community residents and city decision makers.
- The City should investigate prioritizing redevelopment areas and work with "willing sellers" over time to assemble land to achieve redevelopment goals.
- In the long-term, the City should explore redevelopment goals which may include allowing smaller, home-based commercial uses east of Snelling Avenue along Larpenteur Avenue to continue to provide flexibility for business owners and increase local economic resiliency.

- Redevelopment generally requires financial assistance. The City should identify potential public funding sources to assist in redevelopment within the Corridors, should the opportunity arise.
  - The city should explore the use of grants and loans to achieve redevelopment projects.
  - The city should understand their options for use of TIF to assist in redevelopment and revitalization within the Corridors.
  - The city should explore partnering with property owners to achieve mutually beneficial goals.

Of final note, as reported earlier, this study was focused primarily on land use within the Corridor and not on transportation improvements in the area. However, there was significant feedback during all aspects of the public engagement about improving safety for bicyclists and pedestrians within the Corridor.

There were also numerous comments about vehicular safety. The concerns about safety and recognition that access to some of these sites within the corridor are difficult due to roadway restrictions or safety concerns, is in conflict with some of the community goals for redevelopment and creation of a more walkable city. These transportation issues, and potential solutions should be explored with Ramsey County whenever an opportunity arises, especially if there are any modifications to the Larpenteur and Snelling Avenue corridors made in the future.



# Appendix A: Community Engagement

Planning Commission/Steering Committee Notes August 2024 Mtg

Survey results

On-line comments (map with comments on excel ss)

Focus Group 1 write up (with questions)

Focus Group 2 write up

### **Future Discussion Issues**

#### Redevelopment of the University Golf Course:

- The Golf Course could become an entry point to the community.
- What and how should the potential closure of the University Golf Course be handled
- Long term goal for the University of Minnesota Golf Course
- Over 300 acres for potential development.
- Create a new development similar to the redevelopment of the old Ford Plant in Highland Park/St. Paul.
- Large-Scale mixed-use type of development .
- Blended density for the site with higher density along Larpenteur Avenue and lower density as you move further away from the road.
- Significant trails, parks and open space in the area and connecting to the community.
- Potential for "larger scale" retail development to provide services for the area based on potential new residential growth.
- What would be the best use for the redevelopment of the golf course?
- The development of more housing and commercial development for the area
- What is the vision for the University Golf Course and how can that be conveyed to the University?
- What is the relationship with the University and the future development and use of their property?
- How to create a joint mission and vision with the University for the future
- Are there opportunities to capitalize on the Bell Museum and Gibbs Farm?

#### **Housing Development:**

- What is senior housing single level/full spectrum of care?
  - o Rental
  - Ownership
- Higher density should be considered but the location of the density should be carefully considered.
- Define what is considered high density.
- What height should be encouraged and allowed 3-4 stories or higher?
- The combination of both market and affordable housing opportunities should be combined to reduce the potential for the development of long-term issues.
- Met Council wants higher densities.
- Move toward higher density residential development along corridors when commercial not appropriate.
- Need to acquire multiple parcels to create higher density residential sites.

#### **Business Attraction and Support**

- How do we provide the desired services for the residents in the community and along the corridor
- How to assist businesses to survive in the community and the locations available.
- Type of businesses that should be targeted:
  - o Ice Cream Shop
  - Coffee Shop
  - Neighborhood type meeting places
  - o Smaller Mom and Pop convenience store
- The width of the Snelling and Larpenteur corridors affects the ability of the businesses to survive.
- Should we focus on and encourage local businesses?
- How to balance the growth while keeping the smaller town feel of the community?
- Should the business attraction be focused on small local type businesses?
- Should the community work to create destination type of businesses (Warner Stellian) for the area
- Current businesses in the area are vehicle focused.
- Demand for new retail/commercial space appears to be weak.
- Significant vacancies in the mixed use building on the intersection.
- How to create interaction with commercial property owners
- How in-home businesses should be handled and potentially encouraged for future growth; are there some opportunities along Larpenteur, east of Snelling in the longer term time horizon?
- Pizza hut has been the most successful to locate in the building.
- Some of the businesses have been successful and needed to relocate to other areas of the community.
- Will the traffic counts affect the type of businesses that will be located in the community?
- Are there opportunities to increase commercial development density at high visibility sites along Larpenteur Ave?

#### Community Support/Relationships

- City financial support for projects is limited, however assistance outside of direct financial would be considered.
- Not in favor of committing community dollars for projects.
- What are developers looking for in the community?
- How do we encourage the development that we want to occur
- Need to begin to work on the repositioning of the underutilized sites.

- The community is a good location for families, but Roseville has most of the needed large scale retail services; good with community commercial in Falcon Heights.
- Pedestrian friendly development for routes and work with state and county for their development.
- Why don't businesses want to locate in some areas?
- Pedestrian routes and movement for safety and to encourage less reliance on car trips.
- Residents walking to local businesses.
- How will the increased population due to new development affect the sense of community?
- What is the goal of redevelopment in the community?
- Creation of additional community connections across Snelling Avenue
- The Larpenteur Corridor has some of the same connection issues as the Snelling corridor, especially around the school area; how to cross streets safely.
- Increasing walkability of both corridors both along and across need to be increased.
- These are the main thoroughfares of the community.
- Significant number of vehicle trips per day
- Can we retain the feel of the community with the high level of traffic?

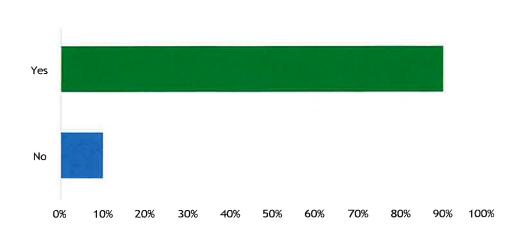
#### Zoning Changes and Design

- Correct zoning for the development that is envisioned.
- City control over open spaces
- Consistent zoning in the corridors to encourage and allow redevelopment and potential new development.
- How handle parking for businesses that is visible but does not create a barrier to the use of the property and business access
- Building design needs to be reviewed to encourage people to enter the business.
- Is the city a barrier to the attraction of businesses locating to the community?
- Is the current zoning a barrier to the use of the existing buildings?
- The zoning ordinance should be redone to allow for the new development types and uses.
- Main level of the multi-use building has not been successful in the attraction of the viable businesses.
- Acknowledge the need to update the zoning districts and uses.
- Are zoning districts correct and are they correctly defined?
- There may be spot zoning occurring along the corridors.
- Make sure zoning meets the vision for the intended growth in the community.
- The use of PUD's seems to be overused and causing difficulties for developers.
- Defining what is considered mixed use development:
  - o Flexible depending on the intended uses proposed.
  - Old school mixed us with housing on top and commercial on the main level.
- The study area includes most of the identified commercial areas and uses in the community.

# Q1 Do you shop at businesses within the City of Falcon Heights that are located along these corridors. If so, how frequently?

Skipped: 1

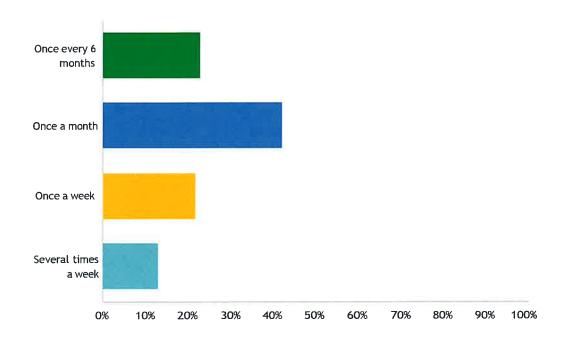
Answered: 89



ANSWER CHOICES	RESPONSES	
Yes	89.89%	80
No	10.11%	9
TOTAL		89

### Q2 If yes, how frequently?

Answered: 83 Skipped: 7



ANSWER CHOICES	RESPONSES	
Once every 6 months	22.89%	19
Once a month	42.17%	35
Once a week	21.69%	18
Several times a week	13.25%	11
TOTAL		83

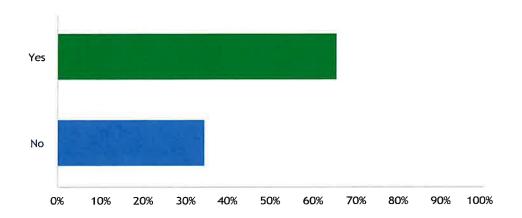
# Q3 Please name one business you frequent located within Falcon Heights and along Snelling or Larpenteur Avenue.

Answered: 83 Skipped: 7

ANSWER CHOICES	RESPONSES	
Merwin	6.03%	7
New Fresh Wok	17.24%	20
BP Gas	11.21%	13
Warner Stellian	5.17%	6
Toppers Pizza	0.86%	1
Hair Design Unlimited	1.72%	2
Speedway	2.60%	3
CUB	2.60%	3
State Fair Ground	0.86%	1
Chick-Fil-A	0.86%	1
Caribou	0.86%	1
Good Acre	1.72%	2
City Hall	0.86%	1
Stouts Pub	17.24%	20
Dino	15.52%	18
Jimmy Johns	11.21%	13
Domino's	0.86%	1
Out On A Limb	0.86%	1
Aldi	0.86%	1
Walgreens	0.86%	1
TOTAL		116

# Q4 Would you like to see more retail or services along Snelling and Larpenteur Avenues?





ANSWER CHOICES	RESPONSES	
Yes	65.52%	57
No	34.48%	30
TOTAL		87

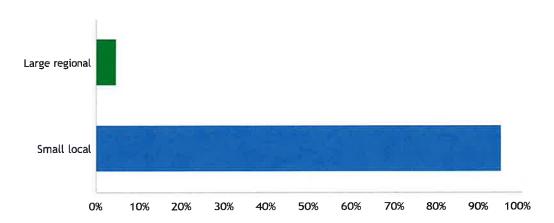
# Q5 If yes, what kind of businesses/services would you like in Falcon Heights?

Answered: 63 Skipped: 27

ANSWER CHOICES	RESPONSES	
Coffee Shops	21.50%	23
Convenience Stores	7.48%	8
Restaurant	29.91%	32
Bakery	7.48%	8
Small Business	2.80%	3
Small Retail	8.41%	9
Boutique	2.80%	3
Gym/Fitness	1.86%	2
Bar/Brewery	3.74%	4
Services (Grooming, Medical, Wellness)	4.67%	5
Grocery	9.35%	10
TOTAL		107

## Q6 Would you prefer the City of Falcon Heights try to attract large regional businesses or small local businesses?





ANSWER CHOICES	RESPONSES	
Large regional	4.60%	4
Small local	95.40%	83
TOTAL		87

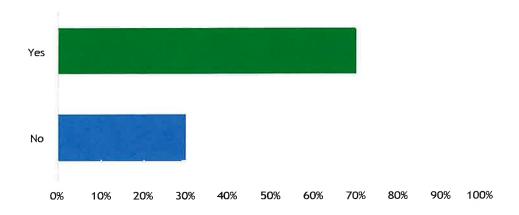
# Q7 Is there any parcel you would like the city to specifically review as part of this study? Name or address of site:

Answered: 33 Skipped: 57

ANSWER CHOICES	RESPONSES	
Old Dry Cleaners on Larpenteur	33.33%	11
Empty Shops Between Stouts and Warner's Stellian	12.12%	4
Greenhouse on Larpenteur	9.09%	3
U of M Golf Course	9.09%	3
Falcon Crossing	3.03%	1
Spire Site	6.06%	2
Empty Storefronts on Larpenteur	6.06%	2
Hamline Larpenteur Intersection	6.06%	2
Pizza Hut (Larpenteur)	6.06%	2
Empty Retail at Larpenteur/Snelling Intersection	9.09%	3
TOTAL		33

# Q8 Do you think there is enough housing for people who want to stay and those who want to move into Falcon Heights?

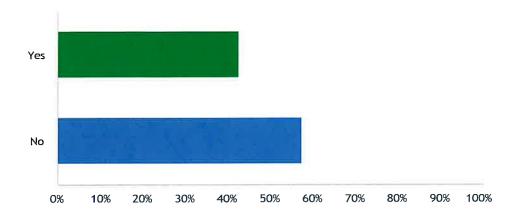




ANSWER CHOICES	RESPONSES	
Yes	70.79%	63
No	29.21%	26
TOTAL		89

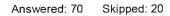
# Q9 Would you support additional housing in Falcon Heights, along the two roadway corridors?

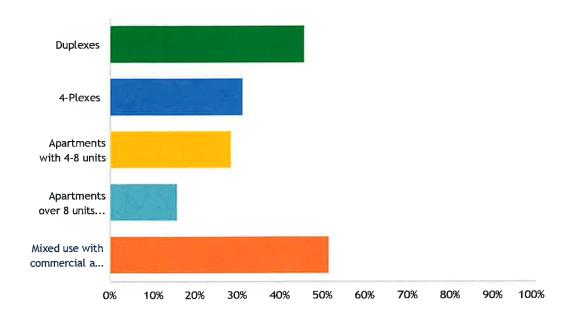




ANSWER CHOICES	RESPONSES	
Yes	42.70%	38
No	57.30%	51
TOTAL		89

### Q10 What type of housing would best be suited for the corridors?

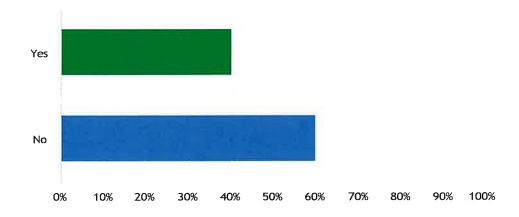




ANSWER CHOICES	RESPONSES	
Duplexes	45.71%	32
4-Plexes	31.43%	22
Apartments with 4-8 units	28.57%	20
Apartments over 8 units; 3 stories	15.71%	11
Mixed use with commercial and residential mix	51.43%	36
Total Respondents: 70		

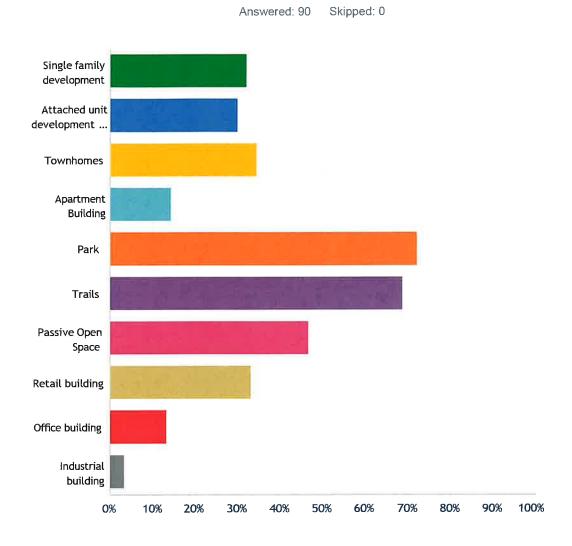
# Q11 Do you support introducing additional affordable housing into Falcon Heights?





ANSWER CHOICES	RESPONSES	
Yes	40.00%	34
No	60.00%	51
TOTAL		85

Q12 If a large amount of land became available in Falcon Heights for development, what would you like to see happen on the property. You can pick more than one.



ANSWER CHOICES	RESPONSES	
Single family development	32.22%	29
Attached unit development 2-4 units	30.00%	27
Townhomes	34.44%	31
Apartment Building	14.44%	13
Park	72.22%	65
Trails	68.89%	62
Passive Open Space	46.67%	42
Retail building	33.33%	30
Office building	13.33%	12
Industrial building	3.33%	3
Total Respondents: 90		

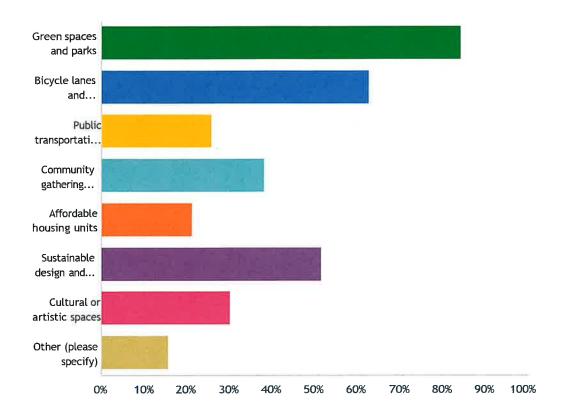
## Q13 If you could only pick two uses from the list above, what two would they be?

Answered: 84 Skipped: 6

ANSWER CHOICES	RESPONSES	
Park Space	27.43%	48
Open Space	8.57%	15
Trails	17.71%	31
Single Family Homes	9.71%	17
Townhomes	12.00%	21
Duplexes	5.14%	9
Apartment Buildings	8.00%	14
Retail buildings	6.86%	12
Office building	4.58%	8
TOTAL		175

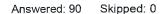
## Q14 What amenities or features would you like to see incorporated into the development? You may select multiple options

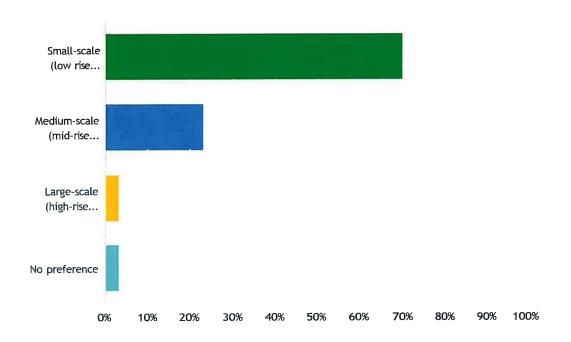




ANSWER CHOICES	RESPONSES	
Green spaces and parks	84.27%	75
Bicycle lanes and pedestrian-friendly infrastructure	62.92%	56
Public transportation options	25.84%	23
Community gathering spaces	38.20%	34
Affordable housing units	21.35%	19
Sustainable design and practices	51.69%	46
Cultural or artistic spaces	30.34%	27
Other (please specify)	15.73%	14
Total Respondents: 89		

## Q15 Keeping in mind your response above, what scale of development do you prefer?

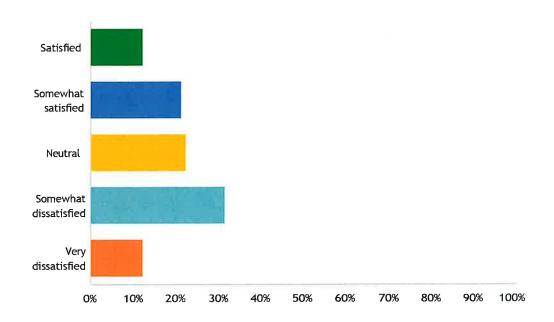




ANSWER CHOICES	RESPONSES	
Small-scale (low rise buildings, lower density)	70.00%	63
Medium-scale (mid-rise buildings, moderate density)	23.33%	21
Large-scale (high-rise buildings, higher density)	3.33%	3
No preference	3.33%	3
TOTAL		90

## Q16 How satisfied are you with the current land uses and development along the Snelling and Larpenteur Avenues?





ANSWER CHOICES	RESPONSES	
Satisfied	12.36%	11
Somewhat satisfied	21.35%	19
Neutral	22.47%	20
Somewhat dissatisfied	31.46%	28
Very dissatisfied	12.36%	11
TOTAL		89

## Q17 What do you like most about the Larpenteur Avenue and Snelling Avenue corridors?

Answered: 68 Skipped: 22

ANSWER CHOICES	RESPONSES	
Diversity of Retail and Housing	32.53%	27
Good Transit	24.10%	20
Walkability	7.23%	6
Open Space	10.84%	9
Small/Local Feel	2.41%	2
Location within the cities	9.64%	8
Civic Aesthetic	4.82%	4
Nothing	8.43%	7
TOTAL		83

## Q18 What do you like least about the Larpenteur Avenue and Snelling Avenue corridors?

Answered: 83 Skipped: 7

ANSWER CHOICES	RESPONSES	
Traffic Congestion	3.48%	4
Safety Concerns	14.78%	17
Pedestrian and Bike Safety	14.78%	17
Affordable Housing	4.34%	5
Multi-family Development	5.22%	6
Green Space Reductions	0.0%	0
Vacant Buildings	3.48%	4
Noise	6.09%	7
High Traffic	22.61%	26
Unattractive Infrastructure	15.65%	18
Limited Retail and Housing	9.57%	11
TOTAL		115

## Q19 If you could change one thing about the land uses in the project area, what would it be and how would you change it?

Answered: 64 Skipped: 26

ANSWER CHOICES	RESPONSES	
Limit Affordable Housing	4.65%	4
Better Pedestrian and Biking Resources	12.79%	11
Change Traffic Levels	8.14%	7
Improve Infrastructure Aesthetics	12.79%	11
Increased Green Spaces/Parks/Trails	11.63%	10
Spatial Accessibility	2.32%	2
Limit Density	10.47%	9
Limit Multi-family Housing	11.63%	10
Improve Retail Options	9.30%	8
Increase Low-Density Housing	2.32%	2
Increase Multi-family Housing	4.65%	4
Decrease Noise	2.33%	2
Improve Safety	3.49%	3
Increase Affordable Housing	2.32%	2
Increased Mixed-Use Housing/Commercial	1.16%	1
TOTAL		86

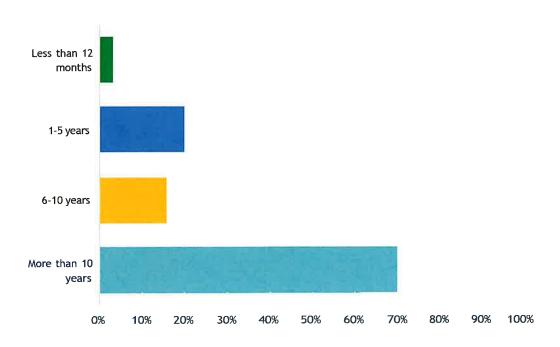
## Q20 What are your main concerns regarding future land uses and development in the Snelling and Larpenteur Avenues area?

Answered: 78 Skipped: 12

ANSWER CHOICES	RESPONSES	
Too Much Density	22.88%	27
Losing City Character	8.47%	10
High Traffic	18.64%	22
Safety	14.41%	17
Environmental Sustainability	0.85%	1
Negative Effects to Local Economy	5.08%	6
Preserving Greenspace	5.93%	7
Aesthetics	8.47%	10
Too Much Low-Income Housing	6.78%	8
Commerce	7.63%	9
City Connectivity	0.85%	1
TOTAL		118

### Q21 How long have you lived in Falcon Heights?

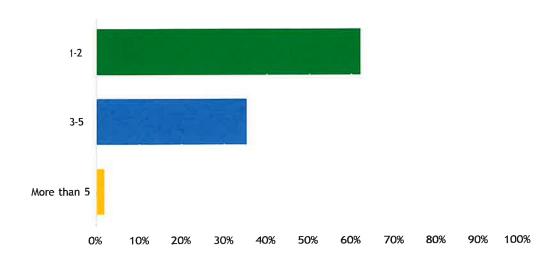
Answered: 88 Skipped: 2



ANSWER CHOICES	RESPONSES	
Less than 12 months	3.41%	3
1-5 years	19.32%	17
6-10 years	15.91%	14
More than 10 years	61.36%	54
TOTAL		88

### Q22 How big is your current household?

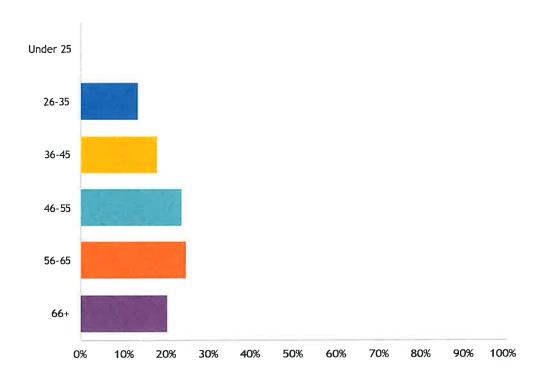




ANSWER CHOICES	RESPONSES	
1-2	62.22%	56
3-5	35.56%	32
More than 5	2.22%	2
TOTAL		90

### Q23 What is your current age?

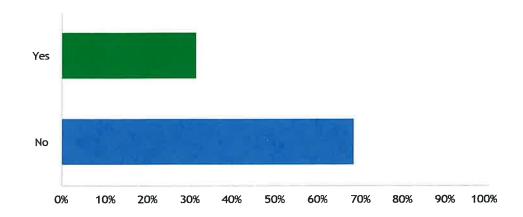
Answered: 89 Skipped: 1



ANSWER CHOICES	RESPONSES	
Under 25	0.00%	0
26-35	13.48%	12
36-45	17.98%	16
46-55	23.60%	21
56-65	24.72%	22
66+	20.22%	18
TOTAL		89

### Q24 Does your household include anyone under the age of 18?



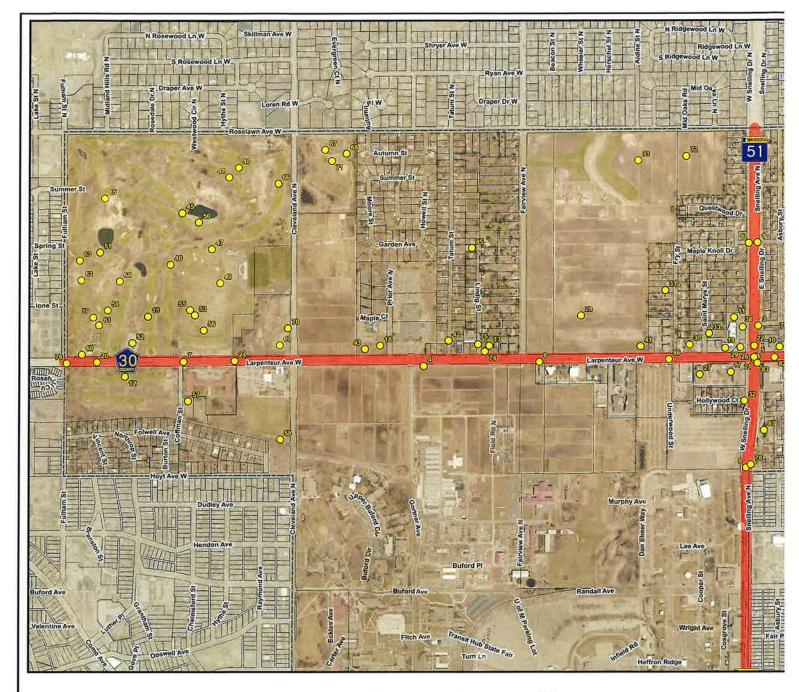


ANSWER CHOICES	RESPONSES	
Yes	31.46%	28
No	68.54%	61
TOTAL		89

# Q25 Please provide any additional comments, suggestions, or ideas you may have regarding the future land use and development of the Snelling and Larpenteur Avenues area.

Answered: 32 Skipped: 58

ANSWER CHOICES	RESPONSES	
Safety	9.32%	29
Transportation	8.68%	27
City Character	9.97%	31
Density	4.18%	13
Economy	20.90%	65
Green/Open Space	19.94%	62
Community Participation Requested	13.50%	42
Environment	9.65%	30
Connectivity	3.86%	12
TOTAL		311



### **Community Input Map**

Snelling Ave/Larpenteur Ave Corridor Study Falcon Heights, Minnesota



#### Public Comments received through On-line Community Input Map

GIS	Detailer	Locations
IU	Details:	Location: Snelling Ave N, Saint Paul,
1	Many vehicle accidents. cars exit Snelling at high speeds	Minnesota, 55113
	Pedestrian and bike traffic have to be on street next to cars on Arona.	
2	This is a crossing for many people in NE Quadrant to get to Curtiss Field or State Fair	1523-1537 Larpenteur Ave W, Saint Paul, Minnesota, 55113
	Cars exit Snelling at high speeds and pedestrian side walk ends	Snelling Ave N, Saint Paul,
3	abruptly and is right up against the highway with no boulevard	Minnesota, 55113
	Why was money spent on a wall along this field? The money could have	1958-2058 Larpenteur Ave W,
4	been used for more important things.  Snelling appears to have more traffic, and should get priority, but the	Saint Paul, Minnesota, 55113
	time allowed for traffic on Larpenteur often allows only a few cars to go	Snelling Ave N, Saint Paul,
5	through.	Minnesota, 55113
	The traffic lights at Roselawn and Larpenteur are timed so it's difficult	
	to use this intersection. The median isn't big enough to go halfway and wait for a break in cross traffic. There's not enough traffic from Garden	
	to justify a light. If a safe waiting space can't be constructed, consider	
	stopping cross traffic and allowing right turn only from Garden on both	Snelling Dr, Saint Paul,
6	sides.	Minnesota, 55113
7	Flashing pedestrian crosswalk	Larpenteur Ave W, Saint Paul, Minnesota, 55113
	Work with the State Fair to allow bike access to state fair grounds.	
	Keeping the should open at minimum for safe biking. Ideally adding off	1830 Larpenteur Ave W, Saint
8	road and/or on road bike lane.	Paul, Minnesota, 55113
	There is a bike lot during the state fair just inside the grounds here. But it is really difficult to find a safe path to get a bike in from this side of the	Snelling Ave N, Saint Paul,
9	city. Need safer dedicated routes and signage.	Minnesota, 55108
	Some difficulty driving in/out of this retail area. There are too many	
	access points and not enough space for people to back out with traffic	
10	coming in. It isn't configured well to utilize the space.	Golden Tailor
11	Excess surface parking in this development. It's never full.	1729 Snelling Ave N, Saint Paul, Minnesota, 55113
11	Excess surface parking in this development. It's hever full.	2246-2262 Larpenteur Ave W,
12	This green space is a nice buffer from the residential housing.	Saint Paul, Minnesota, 55113
	Would really like to see this eyesore building be redeveloped. It was a	
	local coffee shop maybe 15 years ago, but it failed. A minimal amount	1867 Larpenteur Ave W, Saint
13	was invested in the property and the coffee wasn't very good.	Paul, Minnesota, 55113
14	The wait for Larpenteur traffic to cross Snelling can be very long.	Larpenteur Ave W, Saint Paul, Minnesota, 55113

	There is a large overpopulation of golf courses in this area. At least 5 within only 2 miles of Snelling/Larpenteur (Como, Roseville Cedarholm, Les Bolstad, Midland Hills, Gross). It would be really great	
15	to see this area redeveloped into a large public, passive open space like Harriet Alexander Nature Center.	U of MN les Bolstad Golf Course
16	Seems like a good spot for low to moderate density residential.	1407 Larpenteur Ave W, Saint Paul, Minnesota, 55113
17	I really liked my home and neighborhood until Amber Union was built.  Now I'm treated to slamming doors all night long and eye sores parked in front of my house. They leave trash and block the entrances to the street. I can't believe you people used my tax dollars to actually make me hate my house. It was literally going to be my forever home.	Minnesota Academic Excellence
18	In 2018, UMN floated building a hotel, brewpub, retail store and new student union where Commonwealth Terrace is located. Obviously it didn't happen. But has FH ever explored hospitality? A hotel within walking distance to the campus, soccer stadium and State Fair? Shucks, can we fit a hotel on the green space in front of city hall? Or it could be part of golf course development.	Prior Ave N, Saint Paul, Minnesota, 55113
19	There is a shortage of shared commercial kitchen spaces for Start up food businesses and restaurants. State Fair can be involved, tie it to diversifying food vendors. Involve Good Acre.	Jay Blank Realty
20	I would like to see a sidewalk added to the south side of Larpenteur from Coffman Street to the sidewalk in Lauderdale. Would also like to see the city work with the U of M to add shade trees wherever possible along the Larpenteur sidewalks to encourage walking in the warmer months.	Larpenteur Ave W, Saint Paul, Minnesota, 55113
21	Improve intersection Snelling & Larpenteur for pedestrians. Wait times for walk signal are too long and walk time is too short. Limit right turns on red, or alter design to include "pork chops" for pedestrians to allow right turn on red.	Larpenteur Ave W, Saint Paul, Minnesota, 55113
22	Long term, consider redeveloping both of the commercial districts on the north side of Larpenteur at Snelling to include retail on first level with residential above. Design structures to front the streetside sidewalks and put parking below or behind the buildings. This would better match the south side corners with a more urban look.	Snelling Ave N, Saint Paul, Minnesota, 55113
23	Work with Metro Transit to get more frequent bus service. This will be easier to attain if and when more density occurs on or near Larpenteur.	Larpenteur Ave W, Saint Paul, Minnesota, 55113
24	Ask Ramsey County to add a crosswalk on Larpenteur at the east end of Bolstadt Driving Range for Bell Museum employees and visitors.  Almost no one who parks there uses either the crosswalk at Cleveland or the one at 1666 Coffman.	Larpenteur Ave W, Saint Paul, Minnesota, 55113

25	Larpenteur is a county road, but it has speed limits that vary from 35 in Lauderdale, 40 and 35 through Falcon Heights, and up to 45 further east. How about 35 all across Falcon Heights? Snelling is a State Road, and the speed limit is 30 at Pierce Butler Route and then 45, 40, then 45 again at Garden. Perhaps lower limits on both would discourage the heavy trucks and provide a bit less noise for residents.  Please eliminate "Left turn yield on green". Drivers wait to turn left, often looking into the sun, anxiously looking at traffic for an opening so	1362 Larpenteur Ave W, Saint Paul, Minnesota, 55113
26	then can quickly accelerate through their left turn. Only once they start their turn, do they notice any pedestrians who may be crossing at the time at which point the drivers either slam on their brakes, or sometimes actually try to barely miss the pedestrians. It's horribly dangerous and should be eliminated here any everywhere else in America!	Larpenteur Ave W, Saint Paul, Minnesota, 55113
27	Student housing or assisted living along with daycare.	1644 Larpenteur Ave W, Saint Paul, Minnesota, 55113
28	Keep all of the fields	Falcon Heights, Minnesota
	Our major intersection (Larp & Snelling) is not welcoming. Gas station,	
29	liquor store on NW & NE corner is a bad look. Green it up a little please!	BP
30	Apartment buildings are needed for students. Too many students drive to class = traffic. More low income housing = less traffic.	1639 Larpenteur Ave W, Saint Paul, Minnesota, 55113
31	Make driveways and parking lots permeable	1739 Fry St, Saint Paul, Minnesota, 55113
32	Safety with Hollywood Ct Alley & Amber Union Exit	1582 Hollywood Ct, Saint Paul, Minnesota, 55108
33	Keep FH as it is - We do not need any more multiple housing units.	1700 Saint Marys St, Saint Paul, Minnesota, 55113
34	Need better businesses in strip mall. More restaurants.	Young Spa
35	Stop licensing halfway houses. These, not low income, are ruining neighborhoods.	1504 Larpenteur Ave W, Saint Paul, Minnesota, 55113
36	no more low income housing	1735 Simpson St, Saint Paul, Minnesota, 55113
37	Better pedestrian access.	1522 Crawford Ave, Saint Paul, Minnesota, 55113
38	Assisted living. No more subsidized housing.	1703 Snelling Ave N, Saint Paul, Minnesota, 55113
39	For safety before accident. Please put a stop sign.	1530 Larpenteur Ave W, Saint Paul, Minnesota, 55113
40	Install protected bike lanes on both sides of Larpenteur throughout FH, Hamline to Cleveland	Larpenteur Ave W, Saint Paul, Minnesota, 55113
41	Protected bike lanes.	1683 Larpenteur Ave W, Saint Paul, Minnesota, 55113

		1707 Tatum St, Saint Paul,
42	Stop Tatum as a corridor cut-through.	Minnesota, 55113
		2027-2077 Larpenteur Ave W,
43	No more low income housing.	Saint Paul, Minnesota, 55113
		U of MN les Bolstad Golf
44	Keep the cross-country skiing and running.	Course
		U of MN les Bolstad Golf
45	ground source heat pump land	Course
		U of MN les Bolstad Golf
46	Keep some park/nature areas here. Open for public use.	Course
		U of MN les Bolstad Golf
47	No fossil gas. Net zero	Course
		U of MN les Bolstad Golf
48	Keep golf course	Course
		U of MN les Bolstad Golf
49	9 hole golf course & housing wrapped around it.	Course
		U of MN les Bolstad Golf
50	urban forest	Course
		U of MN les Bolstad Golf
51	Little park areas; keep the water	Course
		2201-2275 Larpenteur Ave W,
52	Maintain the clubhouse; make it like Highland Add Park	Saint Paul, Minnesota, 55113
		U of MN les Bolstad Golf
53	townhomes with front porches	Course
		U of MN les Bolstad Golf
54	front porches, hide the garages	Course
		U of MN les Bolstad Golf
55	some housing but preserve public greenspace	Course
	The driving range is where apartment buildings should be built. The rest	U of MN les Bolstad Golf
56	of the golf course should be left to nature.	Course
		Coffman St, Saint Paul,
57	Keep this park	Minnesota, 55108
	The brand new chain link fence here blocks the only through point.	1591-1649 Cleveland Ave N, Saint Paul, Minnesota, 55108
58	Please remove it.	
		1728-1742 Fulham St, Saint
59	Keep the ski trails	Paul, Minnesota, 55113
		2277-2299 Larpenteur Ave W,
60	Perimeter walk ski bike	Saint Paul, Minnesota, 55113
		U of MN les Bolstad Golf
61	Don't let it look like Roseville 2.0 Co Rd C behind Lunds	Course
		1744-1798 Fulham St, Saint
62	Affordable housing	Paul, Minnesota, 55113
		1744-1798 Fulham St, Saint
63	Senior living	Paul, Minnesota, 55113
		.,,

		U of MN les Bolstad Golf
64	Highland bridge project?	Course
65	   Eagle's nest somewhere up here	U of MN les Bolstad Golf Course
	Develop the golf course north of Larpenteur - mixed housing,	1801-1919 Cleveland Ave N,
66	affordable housing	Saint Paul, Minnesota, 55113
		2050 Roselawn Ave W, Saint
67	New community bldg for rental & use	Paul, Minnesota, 55113
	Firstly and the backethall access	1946-1998 Autumn St, Saint
68	Fix the cracks on the basketball courts	Paul, Minnesota, 55113
69	Ask UofM to reduce toxic chemicals on turf fields	1681-1693 Cleveland Ave N, Saint Paul, Minnesota, 55113
		Cleveland Ave N, Saint Paul,
70	Keep the fields; lower the Snelling speed limit	Minnesota, 55113
71	Community park bldg to rent for grad parties etc - like the bldg @ Lex & Co Rd B	Falcon Heights Community Park
		1620-1652 Roselawn Ave W,
72	Keep the field	Saint Paul, Minnesota, 55113
73	Keep the hazelnuts! Research	Falcon Heights, Minnesota
		1871 Larpenteur Ave W, Saint
74	Make owner of junky NE corner of Lindig & Larpenteur clean up his lot.	Paul, Minnesota, 55113
75	Potter signage that Lindig in NOT a through atreat	1875 Larpenteur Ave W, Saint
/5	Better signage that Lindig is NOT a through street  Maintain a consistent speed limit on Larpenteur from Eustis to Snelling	Paul, Minnesota, 55113
	and ideally at 30mph. Going from 30mph to 40mph for the short	
	distance between these two streets is a speed trap. Also, when you set	
	a speed limit, many drivers think it's a guideline and go 5-10mph over.	
	With a 40mph speed limit, that means there are drivers going 45-	
76	50mph on Larpenteur where there is a significant amount of pedestrian and bike traffic.	Larpenteur Ave W, Saint Paul, Minnesota, 55113
	A crosswalk across Larpenteur at Albert would help families crossing	1681-1687 Albert Ave, Saint
77	from south of Larpenteur to FH elementary.	Paul, Minnesota, 55113
78	Sf continues to block this gate to pedestrians and bikes. Very annoying.	Snelling Ave N, Saint Paul, Minnesota, 55108
79	What's the deal with this house. It's an eyesore. Is it ever going to be finished?	1538 Crawford Ave, Saint Paul, Minnesota, 55113
		1407 Larpenteur Ave W, Saint
80	When is something going to be done on this property. It's embarrassing	Paul, Minnesota, 55113
81	I like what the new owner is doing to this center. Looks a lot better.	Jimmy John's
82	Some better landscaping in the median would be nice	Snap Fitness
83	Crossing at this intersection, especially at Snelling is so dangerous. I'd love to see this be pedestrian friendly.	Snelling Ave N, Saint Paul, Minnesota, 55108

84	Flashing pedestrian lights for Pascal or Albert (if a crosswalk is added) similar to what they have at Hamline and Garden.	1466 Larpenteur Ave W, Saint Paul, Minnesota, 55113
85	Past discussion of stormwater BMP to address flooding along Lindig. Contact CRWD.	1783 Lindig St, Saint Paul, Minnesota, 55113
86	Drainage collaboration possibilities between FH, Ramsey County, State Fair. Contact CRWD.	Larpenteur Ave W, Saint Paul, Minnesota, 55113
87	Curtiss Pond is a landlocked basin and volume reduction in the drainage area is critical for mitigating flooding from redevelopment.  Contact CRWD.	Curtiss Field

Falcon Heights Larpenteur and Snelling Corridor Development Study Focus Group 1 Write Up Feb. 26, 2024, 6 – 8 p.m. at Falcon Heights City Hall

The first Focus Group meeting was held in February with 20 residents signing up to participate. The City had advertised this event and therefore there were people from various areas of the community, representing different demographics within the city. Participants broke into smaller groups and were asked to review specific locations within the Corridor. Each group was to provide responses to the attached questions. Each small group then reported out to all attendees where there could be additional discussion. The following is an overview of the comments received from the groups for the eight locations provided.

#### SW Quadrant (Amber Union)

- Strengths
  - Not Vacant
  - Very nice visual preservation
- Weaknesses
  - O Jaywalking is an issue (folks not using the crosswalks at the intersection), especially to BP
  - Short on parking
  - No retail
  - Accessibility
  - Turnover of Amber Union managers
  - Rodent issues with trash
  - Safety issues with no management overnight
- Suggestions
  - Get business on first level
  - O Amber Union should have security on-site, including overnight
  - The property could use evergreens/pine trees (without creating vision/safety issues)
  - Park space might be a good use of non-used areas

#### SE Quadrant (Pizza Hut)

- Strengths
- Weaknesses
  - Building feels cold/is not visually appealing/is not cohesive with the other buildings at the intersection/feels useless
  - Vacant retail space (could be due to perceived lack of parking)
  - Parking lot is poorly designed with too few spots for the space
  - o Feels unsafe to be on the sidewalk
  - Brick walls of the building amplify road noise
- Suggestions
  - O Create signage or other notice about parking and access to retail

- Enhance connections of existing building to Curtiss Field Park
- Establish a coffee shop/café on the first level

#### **NE Quadrant (Dino's)**

- Strengths
  - o Better looking than it used to be
- Weaknesses
  - Not conducive to foot traffic/feels dangerous for walking
  - O Dance studio traffic and restaurant delivery driver traffic makes for a dangerous situation in the alley with cars going both ways
  - O Alley is used as the main exist which creates a safety concern
  - Alley doesn't get cleared of snow and ice
  - Confusing for drivers
  - O Business signage is too small for passersby
  - Parking is a problem
  - Loiterers
- Suggestions
  - Make the alley a one-way/not the main exit
  - Develop townhouses above the retail space
  - Establish better landscaping
  - O Get new/more businesses into the area
  - Create better walking conditions

#### **NW (Warners' Stellian)**

- Strengths
  - Provides needed services
  - Stout's and Warners' Stellian look good
  - o BP is nicely lit
- Weaknesses
  - Unused parking land
  - Not walking and biking safe
  - BP is ugly, bumpy, and hard to get in and out of
  - Loitering is an issue
- Suggestions
  - Not a good place for new parks/gathering spaces

#### Greenhouse

- Strengths
  - On a bus line
  - o Parking
- Weaknesses

- No one lives there and neighbors mow the lawn just used as storage
- o Eye sore
- Poor pedestrian space

#### Suggestions

- Might not be good for retail
- Could have tiny homes for visiting University of Minnesota students/staff
- Could have a four-unit housing development, possibility two to three stories
- Shouldn't be park space not a good use of University of Minnesota space

#### Laundromat (later removed from consideration due to XXXX)

- Weaknesses
  - Ugly, potentially toxic and polluted
  - O Building is abandoned and squatters have been seen in it (safety issue)
- Suggestions
  - Get rid of the laundromat
  - Could be used for a burger stand/take-out/drive through business big parking lot
  - O Could be re-imaged into housing (duplex, four- or six-unit building)
  - Could be a garden store like Egg Plant or a beer garden at night
  - Could be a park
  - Area should be pedestrian friendly
  - Needs to be neighborhood friendly (adjacent to housing)

#### East of intersection

- Strengths
  - Provides "naturally occurring" affordable housing
- Weaknesses
  - Concern about parking
- Suggestions
  - o If there's a loss of a home, the city could buy and/or redevelop the property, potentially for parking
  - Keep an eye toward green space/livability and impact on neighbors
  - O Consider negative impacts on the neighborhood
  - Mixed zoning is good for this area
  - Be careful to not build into street (allow green space)
  - Prefer green space when developing

#### Golf course

- Suggestions
  - O Would be a good spot for nurseries or other farm-to-table outlets
  - Keep green space
    - Amphitheater/outdoor music venue
    - Arboretum

- Promote cross country skiing/trails/other outdoor activities
- Turn into a restorative landscape
- Walking/biking spaces
- Use opportunity to become real walking green city
- O Potentially give back to Native American communities
- O No more big houses on tiny lots

Falcon Heights Larpenteur and Snelling Corridor Development Study Focus Group 2 Write Up-Business Community March 26, 2024

The City of Falcon Heights hosted a public meeting for local businesses on March 25 at the Warners' Stellian Appliance Showroom (1711 Snelling Ave N, Saint Paul). The meeting was the second public input meeting the City hosted regarding future land uses along the Snelling and Larpenteur Corridors. Turnout was light, with only four community members showing up and participating. Attendees identified the need for more diverse businesses to make the area appealing to current community members. At the same time, they want to see the corridor made more physically accessible. This comment was in recognition of the fact that the area is currently bisected by the two major roadways.

City officials and WSB staff provided: poster boards with pictures of the Larpenteur/Snelling Corridor and two sites for proposed redevelopment, a map of the University of Minnesota golf course slated for redevelopment, and a collaborative idea map for community-members to submit opinions. Upon entry, attendees were asked to check-in and fill out a questionnaire about their relationship with the corridor. During the two-hour event, four community-members attended and mingled with the City/WSB staff. Attendees consisted of (1) a co-owner of Warners' Stellian (2) the owner of Stout's Pub on Larpenteur (3) the site manager of Gibbs Farm and (4) a city council member. The results are discussed below.

#### 1. How frequently are you in this area and for what purpose?

The majority of respondents are in the Corridor area frequently; with answers ranging from a few times a month to daily.

- 2. In your opinion, what are the strengths of the current land uses in this area? Attendees appreciate the presence of local businesses in the Corridor. Legacy businesses give the area a sense of heritage. The space has good roads and good visibility. One attendee liked the proximity to the State Fair and the area's position as the Gateway to Rosedale.
- 3. In your opinion, what are the weaknesses of the current land uses in this area? Accessibility was a common concern. Heavy traffic in the corridors and lack of safe pedestrian routes make accessing businesses and restaurants difficult. The placement of development along the Highway prevent the commercial areas from being tied together.

4. Are there certain uses or businesses that could be introduced in the Corridor that would help your business or the overall retail area be more successful?

Only two participants responded. They would like to see additional local businesses, restaurants, and residences.

- 5. How would you describe the overall business climate for your business and why: (circle one)
  - a. Excellent 1 Response

"(Falcon Heights) has been our home since 1949. We very much appreciate the community."

b. Good – 1 Response

"We have no issue booking field trip visits to Gibbs Farm, but our public hours are less busy. I do hear from a number of people that they wish there were more places to get lunch after a visit to Gibbs on the weekend."

c. Fair – 1 Response

No Comment.

- d. Poor
- 6. What changes, if any, would you like to see in terms of land use in the area? How do you envision the future of the area in terms of land use and community development? Does anything stick out as most important?

Two attendees responded. One is excited about the potential to redevelop the U of M golf course site and would like to see investment in "very professional planning process" regarding the site. The other respondent reiterated the desire for more local businesses and restaurants in the area, but with work done to increase accessibility at the Larpenteur and

Snelling intersection.

7. What role do you believe public spaces, such as parks or gathering areas, should play in the overall land use plan for this area?

Attendees had nuanced answers. All four respondents believe that public space should play a role in future land use in this area. One attendee believes "the more park space the better," so long as it is accessible. Another specifically called out the need for better amenities at Curtiss Field. One respondent wants to see a more moderate, tailored inclusion of public spaces in future land use planning.

#### 8. Other comments or concerns?

Attendees ended their questionnaire on a positive note. They thanked staff for the inclusion of local businesses and are excited about the future of Falcon Heights.

#### **Summary**

Attendance was low at the meeting. Overall, attendees feel that the corridor would benefit from more local businesses that can be easily and safely accessed (potentially through alternatives to automotive travel).

**Appendix B:** 

Transportation Evaluation of Opportunity Sites

### Snelling-Larpenteur Corridor Study - Transportation

#### Overview

The primary study area roadways are Trunk Highway (TH) 51 (Snelling Ave N) and County State Aid Highway (CSAH) 30 (Larpenteur Ave W), both four-lane minor arterials within the study area. CSAH 48 (Fairview Ave N) intersects Larpenteur Ave W one-half mile west of the Snelling Ave/Larpenteur Ave intersection, and CSAH 46 (Cleveland Ave N) crosses Larpenteur Ave one mile west of Snelling Ave. **Table 1** lists the key characteristics of these roadways. Numerous local roadways connect to these major corridors near the proposed redevelopment sites.

**Table 1 - Major Roadway Characteristics** 

Roadway	Jurisdiction	Functional	Daily Traffic Volume
		Classification	(Year)¹
TH 51 (Snelling Ave N)	MnDOT	Minor Arterial	31,911 (2023)
			Heavy Commercial:
			736-769 (2023)
CSAH 30 (Larpenteur Ave W)	Ramsey County	Minor Arterial	10,492-12,522 (2023)
CSAH 46 (Cleveland Ave N)	Ramsey County	Minor Arterial	6,080 (2023)
CSAH 48 (Fairview Ave N)	Ramsey County	Minor Arterial	3,725 (2023)

<sup>1.</sup> Source: MnDOT Annual Average Daily Traffic (AADT) volumes

The Metro Transit A Line Bus Rapid Transit (BRT) travels north-south along Snelling Ave through the study area, with north- and southbound stops at Larpenteur Ave. The A Line links Rosedale Mall transit center in Roseville (north of the study area) to the 46th St Station in Minneapolis, where it connects to the METRO Blue Line LRT, connecting numerous destinations in St. Paul along the way. The Route 61 local bus travels east-west along Larpenteur Ave, ultimately linking downtown Minneapolis and downtown St. Paul.

There are sidewalks present along one or both sides of Larpenteur Ave throughout the study area. There are sidewalks along portions of Snelling Ave that connect destinations near the intersection with Larpenteur Ave as well as south of the intersection. North of the intersection, Snelling Ave begins the transition to an access-controlled segment with frontage roads and no nonmotorized facilities along the highway itself.

There are currently no projects along Snelling Ave within the study area included in MnDOT's 2024-2033 10-Year Capital Highway Investment Plan, and no projects along Larpenteur Ave within the study area included in Ramsey County's 2024-2028 Transportation Improvement Program.

#### Larpenteur Ave Corridor

Larpenteur Ave is a unique urban corridor due to its location near the University of Minnesota St. Paul campus and the Minnesota State Fairgrounds. West of Snelling Ave, the University of Minnesota Golf Course and numerous test plots for agricultural research make up much of the adjacent land uses. While opportunities to cross the corridor for people walking and biking are limited, there is not a pattern of unserved origins and destinations based on the existing land use pattern. Should redevelopment activities along the corridor advance, the City of Falcon Heights should work with Ramsey County Public Works to evaluate pedestrian and bicycle crossing needs and potential improvements along the corridor. The existing pedestrian underpass at Coffman St provides an opportunity to maintain a grade-separated crossing with trail connections (as shown in Area 1, Options A and B) should the golf course be redeveloped in the future.

There are existing bike lanes along Larpenteur Ave between Cleveland Ave and Fairview Ave that connect existing nonmotorized facilities along these intersecting roadways as well as Gortner Ave. Given the travel speeds and the number of lanes on Larpenteur, this segment represents a potential future opportunity for a fully separated multi-use trail.

From Fry St to the eastern study limit at Hamline Ave, the density of residential and commercial origins and destinations increases significantly. The City should work with Ramsey County Public Works to analyze the pedestrian safety concerns raised by the public during the engagement process in more detail, with a focus on this portion of the corridor. Improving walkability and pedestrian safety will further improve access to transit, which was cited by the public as a positive aspect of the corridor as it exists today.

#### Redevelopment Sites

#### Area 1: The University of MN Golf Course

Area 1 is bordered on the south by Larpenteur Ave, on the east by Cleveland Ave, on the north by Roselawn Ave (Minor Collector with 1,924 AADT as of 2021), and on the west by Fulham St (CR 128) (local road with 723 AADT as of 2023). Roselawn Ave has an existing bituminous multiuse trail along the south side of the road adjacent to the site and is identified as a County-wide Connector Corridor in Ramsey County's Countywide Pedestrian & Bicycle Plan.

#### Implementation Considerations:

 Option A includes two public street access points to Fulham St, while Option B includes five access points.

- O In Option B, the three central access points are located at existing intersections with public streets that continue west of Fulham St. The northern- and southernmost access points would create new intersections with Fulham St. This would reduce the distances from Larpenteur Ave and Roselawn Ave to the nearest public street intersections along Fulham St. Ramsey County and the City of Falcon Heights, respectively, may have concerns with the proximity of new local street accesses to these existing intersections depending on the number of trips expected from the redevelopment site.
- Ramsey County reviews site plans for developments located along county roads. As early as possible, a sketch plan should be submitted to Ramsey County Public Works for comments prior to formal site plan review.
  - Because of the proposed land use change, new driveway access applications would be required for Larpenteur Ave and Fulham St.
  - If an environmental document is required based on the final development proposal, Ramsey County would conduct its review through the Environmental Quality Board (EQB) process.
  - o Ramsey County requires a traffic impact study if an environmental document is prepared, and the estimated peak hour traffic generated by the proposed development approaches 100 vehicles or the total daily trips approach 1,000 or other unique traffic patterns are anticipated as a result of a proposed development. If an environmental document is not being prepared, Ramsey County will encourage the local governmental unit to require a traffic impact study when similar traffic generation numbers are estimated.
  - Depending on the final redevelopment proposal, Ramsey County may require a different access configuration at the Larpenteur Ave site access than is currently in place at the golf course.
- In both options, the office/commercial and multifamily areas in the southern portion of the site would be served by the existing bus stop at Larpenteur Ave & Fulham St
- Continuation of the traditional street grid as depicted in Option B is generally more conducive to walking and biking because it increases connectivity and minimizes out of direction travel.
- Both options would provide north-south trail connectivity through the entire site, linking the existing trail along Roselawn Ave to the existing sidewalks along Larpenteur Ave.
- The City of Falcon Heights should consider preserving a continuous east-west trail corridor through the site for a future connection to Cleveland Ave.

 The final development proposal, including designs for new streets internal to the site, should be reviewed for consistency with the City of Falcon Heights Complete Streets Policy.

#### Area 2: 1871 Larpenteur Avenue Site

Area 2 is located on the east side of Lindig St at the intersection with Larpenteur Ave. The primary difference between the proposed options from a transportation perspective is the number of driveways on Lindig St.

#### Implementation Considerations:

- All options would remove at least one driveway access from Larpenteur Ave and provide all motor vehicle access via Lindig St, improving safety for users.
- Ramsey County reviews site plans for developments located along county roads. As
  early as possible, a sketch plan should be submitted to Ramsey County Public
  Works for comments prior to formal site plan review.
  - Ramsey County may require new driveways to be located a specific distance from the intersection of Lindig St and Larpenteur Ave.
- A direct pedestrian connection should be provided from the new building to the existing sidewalk along Larpenteur Ave, as shown in Option C.
- There are existing bus stops at Lindig St, which serve local bus Routes 61 and 87.

#### Area 3: NW Quadrant of Larpenteur and Snelling

Area 3 is located in the NW Quadrant of the Larpenteur Ave and Snelling Ave intersection. The proposed concept would convert existing parking spaces to a new restaurant/retail space, improve internal site circulation, and include new landscape improvements.

#### Implementation Considerations:

- The number of parking stalls in the southern portion of the site would be reduced from 93 to 81.
- The number of parking stalls in the northern portion of the site would be reduced from 115 to 59.
- The proposed concept would not change the existing access of the site to/from Snelling Ave or Larpenteur Ave.
- The proposed landscaping would better delineate access points to the site for westbound traffic on Larpenteur Ave and southbound traffic on Snelling Ave.

- The proposed landscaping would improve circulation by providing improved visual differentiation between the W Snelling Dr frontage road and the mall parking lot and reinforcing the intended route to/from the BP gas station.
- Options to provide an accessible pedestrian route from the existing sidewalk between Snelling Ave and the BP station to the mall should be explored further. The existing configuration directs users onto the W Snelling Dr frontage road.

#### Area 4: NE Quadrant of Larpenteur and Snelling (Falcon Crossing)

Area 4 is located in the NE Quadrant of the Larpenteur Ave and Snelling Ave intersection. The proposed concepts are intended to improve site circulation and aesthetics with either the existing building (Option A) or with redevelopment into two buildings (Option B), and would reduce access to the site from Larpenteur Ave.

#### Implementation Considerations:

- The number of parking stalls would be reduced from 112 to 96 with Option A, and to 81 with Option B.
- Options A and B would close the existing access to the site from Larpenteur Ave near the intersection, improving safety for users.
- Option B would relocate the existing eastern Larpenteur Ave access to the west to align with the new north-south route through the site.
- Ramsey County reviews site plans for developments located along county roads. As
  early as possible, a sketch plan should be submitted to Ramsey County Public
  Works for comments prior to formal site plan review.
- While Option B provides more routes for site circulation, it also increases the number of potential conflict points between vehicles and between vehicles and pedestrians. Special attention should be paid to maintaining sight lines at new locations where traffic intersects.
- The proposed concept should consider providing an accessible pedestrian route directly from the adjacent A Line BRT station to the existing businesses. Recent aerial imagery indicates that a temporary path with paving stones has been created through the existing grass boulevard.

### CITY OF FALCON HEIGHTS COUNCIL RESOLUTION

November 13, 2024

No. 24-66

## RESOLUTION ADOPTING THE CITY OF FALCON HEIGHTS SNELLING AND LARPENTEUR CORRIDOR DEVELOPMENT PLAN

WHEREAS, the City of Falcon Heights has studied the Snelling and Larpenteur corridor to draft a Snelling and Larpenteur Corridor Development Plan; and

**WHEREAS**, the City held community meetings to elicit feedback regarding the future of the main corridors throughout the City; and

**WHEREAS**, the Snelling and Larpenteur Corridor Development Plan reflects the community's and City Council's comments; and

**WHEREAS**, the Snelling and Larpenteur Corridor Development Plan is intended as a planning tool to guide the future growth and development of the main roads in the City of Falcon Heights; and

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

1. That the Snelling and Larpenteur Corridor Development Plan is adopted and is effective as of the date of this resolution.

Adopted by the Falcon Heights City Council this 13<sup>th</sup> day of November, 2024.

Moved by:

Approved by:

Randall C. Gustafson

Mayor

LEEHY

MEYER

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Attested by:

Attested by:

Attested by:

Attested by:

Attested by:

Approve Attested by:

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Meeting Date	November 13, 2024
Agenda Item	Policy I1
Attachment	Agreement, Resolution
Submitted By	Jack Linehan, City Administrator

Item	Approval of a Contract Amendment with the Ramsey County Sheriff's Office Extending the Agreement for Law Enforcement Services until February 28, 2025		
<b>Description</b> The Ramsey County Sheriff's Office has agreed to extend services additional months in January and February of 2025 to allow for the St. Anthony Police Department on March 1, 2025.			
	The proposed amendment includes:		
	<ul> <li>Price clarification that the rate will be \$145,874.40. This is the same rate as it was following the April 1st, 2024 increase of 5%. The City also pays a premium of around \$3,850 monthly for insurance coverage.</li> <li>The remainder of the amendment clarifies the end date.</li> </ul>		
	The proposed amendment has been reviewed by the League of Minnesota		
	Cities Insurance Trust. Following approval by the City Council, it will be brought to the Ramsey County Board for approval.		
Budget Impact	The city has funds budgeted for the proposed contract amendment.		
Attachment(s)	<ul> <li>Proposed Law Enforcement Services Agreement</li> <li>Resolution 24-67</li> </ul>		
Action(s)	It is recommended that the City Council make a motion to approve Resolution		
Requested	24-67 to approve the amendment to the agreement for law enforcement services with the Ramsey County Sheriff's Office and to authorize the City Administrator and Mayor to execute all necessary documents.		

## FIRST AMENDMENT TO THE AGREEMENT FOR CONTRACT LAW ENFORCEMENT AND PUBLIC SAFETY SERVICES

This is the First Amendment to the Agreement for Law Enforcement Services ("Agreement") dated February 6, 2024, between the County of Ramsey ("County"), through the Office of the Ramsey County Sheriff ("Sheriff's Office"), and the City of Falcon Heights ("Municipality"), collectively referred to as "the Parties" or individually as "Party," to provide contract law enforcement and public safety services pursuant to the terms and conditions set forth in the Agreement and as authorized by Minnesota State Statutes.

WHEREAS, on February 6, 2024, the County and Sheriff's Office entered into the Agreement with the Municipality to provide contract law enforcement and public safety services for a term of January 1, 2024, through December 31, 2024; and;

WHEREAS, neither party intended to renew or extend the term of the Agreement; and,

WHEREAS, on October 23, 2024, the Municipality requested a temporary extension of the Agreement through February 28, 2025, which was the fourth such request since 2022; and,

WHEREAS, the Sheriff's Office is amenable to continue to provide contract law enforcement and public safety services to the Municipality for an additional two month period through February 28, 2025; and

WHEREAS, for over 60 years, the Sheriff's Office has provided contract law enforcement and public safety services and continues to serve the cities of Arden Hills, Little Canada, North Oaks, Shoreview, Vadnais Heights, and White Bear Township (collectively referred to as the "Contract Communities"), and,

WHEREAS, the Municipality has determined it is in its the best interests to extend the Agreement for effective, efficient, and economical delivery of community policing and critical services; and,

WHEREAS, the County, the Sheriff's Office, and the Municipality are agreeable to amend the Agreement.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

- 1. Section C.1.: The term of the Agreement shall be extended through February 28, 2025.
- 2. Section D.1.: Add a sentence after the sentence stating, "On April 1, 2024, this amount will increase by 5%." The new sentence shall state: "Starting on January 1, 2025, through February 28, 2025, this amount shall be \$145,874.40 per month."
- 3. Section C.2.: Replace references to "December 31, 2024" with "February 28, 2025."
- 4. Except as modified herein, the terms and conditions of the Agreement shall remain in full force and effect.

## FIRST AMENDMENT TO THE AGREEMENT FOR CONTRACT LAW ENFORCEMENT AND PUBLIC SAFETY SERVICES

IN WITNESS WHEREOF, the County, the Sheriff's Office, and Municipality have executed this Amendment as of the last date written below.

COUNTY OF RAMSEY	CITY OF FALCON HEIGHTS
	A Chatalan
Victoria Reinhardt, Chair	Randall Gustafson
Ramsey County Board of Commissioners	Mayor
Date:	Date: 1/-/3-2029
	glo
Jason Yang, Interim Chief Clerk	Jack Linehan
Ramsey County Board of Commissioners	City Administrator
Date:	Date:
OFFICE OF THE SHERIFF	
Bob Fletcher	
Ramsey County Sheriff	
Date:	
Approved as to form:	Approved as to form:
Bradley Cousins	Name:
Assistant Ramsey County Attorney	Title:
Date:	Date:

### CITY OF FALCON HEIGHTS COUNCIL RESOLUTION

November 13, 2024

No. 24-67

## RESOLUTION AMENDING THE SERVICE AGREEMENT FOR LAW ENFORCEMENT SERVICES WITH THE RAMSEY COUNTY SHERIFF'S OFFICE

WHEREAS, the City of Falcon Heights and the Ramsey County Sheriff's Office have been working towards a contract extension for January and February 2025; and

WHEREAS, the City's Attorney and he League of MN Cities have reviewed and approved the service agreement; and

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Falcon Heights as follows:

- 1. Approve the Agreement for Law Enforcement Services with the Ramsey County Sheriff's Office
- 2. Authorize the City Administrator and Mayor to execute all necessary documents.

Moved by: Wassinbury			Approved by:  Randall C. Gustafson  Mayor
GUSTAFSON MEYER MIELKE LEEHY	0	In Favor Against	Attested by:  Jack Linehan  City Administrator